

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH  
AGENDA OF REGULAR COUNCIL MEETING – JUNE 23, 2025 AT 4:30 P.M.  
CLOSED SESSION PRIOR TO OPEN SESSION AT 4:30 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:

Please click this URL to join. <https://us02web.zoom.us/j/89703122510>

Or join by phone:

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

Webinar ID: 897 0312 2510

**PAGE #**

**CALLING TO ORDER**

**ADOPTION OF THE AGENDA**

Recommendation:

THAT the Agenda for the June 23, 2025 Regular Meeting of Council be accepted and passed with the following amendments:

- The order of business be amended to provide for deputations to be made in advance of regular business.

**DISCLOSURE OF PECUNIARY INTEREST**

**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;

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:

- (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;

**1. REPORTS**

- Verbal report municipal solicitor, infrastructure
- C&ED 2025-018 sale of land

- C&ED 2025-021 sale of land

2. REVIEW OF CLOSED SESSION MINUTES

- April 22, 2025

3. RISE AND REPORT FROM CLOSED MEETING SESSION

Recommendation:

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

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the verbal report from the municipal solicitor regarding infrastructure;  
AND THAT Council approve the confidential direction to staff.

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report C&ED 2025-018, sale of land;  
AND THAT Council approve the confidential direction to staff.

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report C&ED 2025-021;  
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 22, 2025 Council Meeting.

**RECESS MEETING**

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North recess the June 23, 2025 Regular Council Meeting at : p.m.

**RESUME MEETING**

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North resume the June 23, 2025 Regular Council Meeting at : p.m.

**DEPUTATIONS**

- |   |     |
|---|-----|
| 1. Paolo Pambianchi, Arthur Green Developments Inc.                             | 001 |
| • Sewer allocation for 164 George Street, Arthur, and 168 George Street, Arthur |     |
| 2. Amber Stewart, Amber Stewart Law   | 002 |
| • Cork Street Urbanization, John Welton Custom Homebuilding Ltd., Sunvale Homes |     |
| 3. Travis Burnside, Eng, Cobide Engineering                                     | 006 |
| • Cork Street Urbanization, Harjinder Kang, Mamta Developments Inc.             |     |

**O'CANADA****AWARDS / DECLARATION / RECOGNITION**

- Wellington Heights Secondary School Special Olympics Bocce Team
- Ontario Volunteer Awards Presentation
- Senior of the Year

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

1. Regular Meeting of Council, June 2, 2025 007

Recommendation:

THAT the minutes of the Regular Meeting of Council held on June 2, 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 June 23, 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. MINUTES
  - a. County of Wellington Accessibility Advisory Committee, May 1, 2025 012

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the County of Wellington Accessibility Advisory Committee meeting held on May 1, 2025.

- b. Mount Forest Business Improvement Area, Association Meeting, June 10, 2025 016

Recommendation:

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 June 10, 2025.

- c. Safe Communities Wellington County Leadership Table Meeting, May 2, 2025 019

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Safe Communities Wellington County Leadership Table Meeting held on May 2, 2025.

## 2. INFRASTRUCTURE

### a. Report INF 2025-010, Cork Street Urbanization

025

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report INF 2025-010 Cork Street Urbanization;

AND THAT Council approves the cost sharing approach for the development requirement of Cork Street Urbanization between Princess Street and Martin Street with the Opinion of Probable Cost to be calculated using residential units and funding to be split between Township of Wellington North, Aitken, Sunvale Subdivision Development and Mamta Subdivision Development as follows:

- Township of Wellington North - \$966,250
- Aitken Custom Framing - \$36,750
- Sunvale Subdivision Development - \$671,250
- Mamta Subdivision Development - \$261,750

AND FURTHER THAT Council direct staff to include Cork Street Urbanization requirement for Sunvale Subdivision Development and Mamta Subdivision Developments as part of their Development Agreement and funds to be received prior to the start of interior servicing to the individual developments in order to implement the conditions of approval of those subdivision developments;

AND FURTHER THAT Council direct staff to include future sidewalk contribution from Aitken Custom Homes as part of the Development Agreement and funds to be received prior to the start of servicing to the individual development;

AND FURTHER THAT Council approve a budget of \$75,000 for the Cork Street Reconstruction engineering design as part of the 2026 Capital Budget.

### b. Report INF 2025-011, Mount Forest Drive Urbanization

068

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report INF 2025-011 Mount Forest Drive Urbanization;

AND THAT Council approves the cost sharing approach for the development requirement of Mount Forest Drive Urbanization between Main Street to dead end to be split between Township of Wellington North and Choice Properties as follows:

- Township of Wellington North - \$593,000
- Choice Properties - \$307,000;

AND FURTHER THAT Council direct staff to include Mount Forest Drive Urbanization requirement for Choice Properties as part of their Development Agreement and funds to be received prior to the start of servicing to the development in order to implement the conditions of approval of the development;

AND FURTHER THAT Council approve a budget of \$75,000 for the Mount Forest Drive Reconstruction engineering design as part of the 2026 Capital Budget.

- c. Report INF 2025-012, Spring Traffic Counts 080

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report INF 2025-012 being a report on Spring Traffic Counts for information.

- d. Report INF 2025-013, Award Main Street Rehabilitation (to be sent under separate cover)

### 3. FIRE

- a. Report FIRE 2025-004, Tri-Fire Service Strategic Plan 088

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report FIRE 2025-004, Tri-Fire Service Strategic Plan.

- b. Tri-Fire Services Quarterly Report, January to March 2025 195

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the Tri-Fire Services Quarterly Report, January to March 2025.

### 4. FINANCE

- a. Vendor Cheque Register Report, June 17, 2025 196

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the Vendor Cheque Register Report dated June 17, 2025.

- b. Report TR 2025-004, Tile Drain Loan Small – 9168 Highway 6 202

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report TR 2025-004 Tile Drain Loan Small – 9168 Highway 6;

AND THAT Council approve the requested tile drain loan in the amount of \$50,000.00 for a term of ten years at 6%;

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

**5. BUILDING**

- a. Report CBO 2025-009, Building Permit Review May 2025 207

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive for information Report CBO 2025-009 being the Building Permit Review for the month of May 2025.

- b. Report CBO 2025-010, Lease Agreement Arthur Food Bank (146 George St.) 209

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report CBO 2025-010 being a report on Lease Agreement with the Arthur Food Bank (146 George St).

AND THAT the Council of the Township of Wellington North authorize the Mayor and Clerk to enter into a lease agreement with the Arthur Food Bank.

**6. PLANNING**

- a. Report DEV 2025-011, Site Plan Agreement – Highland Farm Service Inc. (Maple Lane Farm Service Inc.), 9724 Highway 6 211

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report DEV 2025-011 regarding the final approval of the Highland Farm Service Inc. Site Plan Control Agreement for the new Maple Lane Farm Service Inc. location.

**7. COMMUNITY & ECONOMIC DEVELOPMENT**

- a. Report C&ED 2025-017, Community Improvement Plan Panini and Pour 224

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report C&ED2025-017 on the Panini and Pour Inc. Community Improvement Plan application;

AND THAT Council approve a Building Conversion and Improvement Grant in the amount of \$5,000 to Panini and Pour Inc. for business upgrades.

**8. ADMINISTRATION**

- a. Report CLK 2025-006, Council meeting schedule 2026 229

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report receive Report CLK 2025-006 being a report to set the Council meeting schedule for 2026.

AND THAT Council approves the Council meeting schedule for 2026.

9. COUNCIL

a. Resolution supporting Elect Respect Pledge

232

Recommendation:

WHEREAS democracy is healthy when everyone is able to participate fully and safely and contribute to the well-being of their community;

AND WHEREAS we are witnessing the dissolution of democratic discourse and respectful debate across all levels of government and in neighbouring jurisdictions;

AND WHEREAS Ontario's municipally elected officials are dealing with increasingly hostile, unsafe work environments facing threats and harassment;

AND WHEREAS social media platforms have exacerbated disrespectful dialogue, negative commentary, and toxic engagement which disincentivizes individuals, especially women and candidates from diverse backgrounds from running for office;

AND WHEREAS better decisions are made when democracy is respectful and constructive and the voices of diverse genders, identities, ethnicities, races, sexual orientation, ages and abilities are heard and represented around municipal council tables;

AND WHEREAS the Association of Municipalities of Ontario's Healthy Democracy Project has identified concerning trends with fewer people voting in local elections and running for municipal office;

AND WHEREAS in 2024, female elected representatives from across Halton formed a group called H.E.R. (Halton Elected Representatives) which pledged to speak out against harassment and negativity in politics and called on elected officials to uphold the highest standards of conduct;

AND WHEREAS H.E.R. Halton has launched a campaign called Elect Respect to promote the importance of healthy democracy and safe, inclusive, respectful work environments for all elected officials that encourages individuals to participate in the political process;

AND WHEREAS on June 5, 2025, the Canadian Association of Feminist Parliamentarians launched a non-partisan "Parliamentary Civility Pledge" to encourage all parliamentarians to commit to end workplace harassment and increase civility on Parliament Hill, modelled after the pledge developed in Halton by representatives of H.E.R.

NOW THEREFORE BE IT RESOLVED:

THAT Council of the Corporation of the Township of Wellington North supports the Elect Respect pledge and commits to:

Treat others with respect in all spaces—public, private, and online,

Reject and call out harassment, abuse, and personal attacks,

Focus debate on ideas and policies, not personal attacks,

Help build a supportive culture where people of all backgrounds feel safe to run for and hold office,

Call on relevant authorities to ensure the protection of elected officials who face abuse or threats, and

Model integrity and respect by holding one another to the highest standards of conduct.

AND THAT Council calls on elected officials, organizations and community members to support the Elect Respect campaign and sign the online pledge at [www.electrespect.ca](http://www.electrespect.ca).

AND FURTHER THAT a copy of this resolution be sent to the Association of Municipalities of Ontario, and Matthew Rae Perth Wellington MPP.

## **NOTICE OF MOTION**

## **COMMUNITY GROUP MEETING PROGRAM REPORT**

Councillor Renken (Ward 1):

- Wellington North Cultural Roundtable
- Upper Grand Trailway Wellington Sub Committee
- 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 037-2025 being a by-law to authorize a Lease Agreement between The Corporation of the Township of Wellington North and the Arthur Food Bank (described as Crown Survey Part Lot 48, 146 George Street, sometimes known as the former Village of Arthur Municipal Office, in the Township of Wellington North, former Village of Arthur) 234
- b. By-law Number 038-2025 being a by-law to authorize the execution of Connecting Links Program Contribution Agreement with His Majesty the King in right of Ontario (s represented by the Minister of Transportation) and The Corporation of the Township of Wellington North for Smith Street Arthur) 239
- c. By-law Number 039-2025 being a rating by-law imposing special annual drainage rates upon land in respect of which money is borrowed under the Tile Drainage Act
- d. By-law Number 040-2025 being a by-law to set the rates for 2025 taxation and to provide for the collection thereof

Recommendation:

THAT By-law Number 037-2025, 038-2025, 039-2025, and 040-2025 be read and passed.

**CULTURAL MOMENT**

- Celebrating the Swamp Sisters 325

**CONFIRMING BY-LAW**

327

Recommendation:

THAT By-law Number 042-2025 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 June 23, 2025 be read and passed.

**ADJOURNMENT**

Recommendation:

THAT the Regular Council meeting of June 23, 2025 be adjourned at \_\_: p.m.

| <b>MEETINGS, NOTICES, ANNOUNCEMENTS</b>                                |   |                         |
|--|---|-------------------------|
| Wellington North Farmers' Market, 393 Parkside Drive, Mount Forest     | Every Saturday until September 27 <sup>th</sup> | 8:30 a.m. to 12:00 p.m. |
| Mount Forest Chamber of Commerce, Chamber Office                       | Tuesday, June 24, 2025                          | 5:00 p.m.               |
| Mount Forest BIA, Mount Forest & District Sports Complex, Meeting Room | Tuesday, July 8, 2025                           | 8:00 a.m.               |
| Arthur Chamber of Commerce, Arthur Area Community Centre, Upper Hall   | Tuesday, July 8, 2025                           | 5:30 p.m.               |
| Cultural Roundtable, Mount Forest & District Sports Complex            | Thursday, July 10, 2025                         | 12:00 p.m.              |
| Regular Council Meeting  | Monday, July 14, 2025                           | 2:00 p.m.               |
| Arthur BIA, virtual  | Wednesday, July 16, 2025                        | 7:30 p.m.               |
| Regular Council Meeting  | Monday, July 28, 2025                           | 7:00 p.m.               |

## TOWNSHIP OF WELLINGTON NORTH DEPUTATION REQUEST FORM

Name / Spokesperson: Paolo Pambianchi

Name of Group or Organization (if applicable): Arthur Green Developments Inc.

Address: 164 George Street, Arthur, Ontario & 168 George Street, Arthur, Ontario

Email: ppambianchi@gmail.com

Phone: 647 527 4503

Date of Meeting: 6/23/25

Topic of Deputation: Sewer Allocation

Please attach your presentation/notes specify what action would you like the Township of Wellington North to take with respect to your matter

We would like to confirm that we have the necessary allocation that was originally contemplated for the affordable , purpose built rental housing in the central buisness area of Arthur on a pre-existing brand new sewer lateral with adequate capacity. We can not build the desperately needed affordable housing without a clear commitment from the town that the sewer allocation will not be taken away again .

Estimated Municipal Financial Impact

Capital \$: 0

Annual Operating \$: 0

Signature:



Date: 6/12/25

Date & time received by Clerk:

Deputation requests must be submitted by 3:00 p.m. on the Monday preceding a Council Meeting.

If you wish to depute on a matter appearing on a published agenda, a request must be submitted by 11:00 am on the day of the meeting.

62 SUNVALE DRIVE  
TORONTO, ONTARIO  
M9R 1Z3

T: 416.436.8355

WWW.AMBERSTEWARTLAW.COM  
PROFESSIONAL CORPORATION

*Please refer to: [amber@amberstewartlaw.com](mailto:amber@amberstewartlaw.com)*

June 13, 2025

**Delivered by email**

Ms. Tammy Pringle  
Development Clerk  
Township of Wellington North  
7490 Sideroad 7 W., P.O. Box 125  
Kenilworth, Ontario  
N0G 2E0

Dear Ms. Pringle:

**Re: John Welton Custom Homebuilding Ltd. o/a Sunvale Homes  
Draft Plan of Subdivision – 23T-20203  
Zoning By-law Amendment – ZBA 11-20**

We are land use planning counsel to John Welton Custom Homebuilding Ltd., operating as Sunvale Homes (“Sunvale Homes”). Mr. Welton has provided to us a report from B.M. Ross and Associates Limited (“BM Ross”) dated April 17, 2025, for response.

Ms. Tammy Pringle of the Township of Wellington North (“the Township”) provided the BM Ross report to Mr. Welton and Mr. Travis Burnside of Cobide Engineering on April 17, 2025. The report was provided without any prior notice being given to Mr. Welton that it was in process of being commissioned, and without any consultation. The report provides a cost estimate for certain works, including the reconstruction of the road and sidewalk on Cork Street, and the construction of sidewalks along Martin Street and North Water Street (“Works”). The report purports to attribute the entire cost of the Works to two developments located along Cork Street, being the Sunvale Homes subdivision and the Mamta condominium development. It appears that a total cost of \$957,024.00 is attributed to Sunvale Homes based on its proportionate share of units.

We advise of our client’s position that there is no basis in law for the Township to attempt to recover the costs of these Works from Sunvale Homes. Sunvale Homes is not prepared to pay for any of the proposed Works identified in the BM Ross report, beyond the works that were specifically agreed as being necessary to accommodate the proposed subdivision.

**Background Chronology**

The Sunvale Homes development applications, including a Zoning By-law Amendment Application and a draft plan of subdivision, were submitted in 2020. A Transportation Impact Study dated July 2020 (“TIS”) and prepared by Paradigm Transportation Solutions Limited (“Paradigm”) was submitted with the development applications. A Functional Servicing Report revised December 2021 (“FSR”) and prepared by Cobide Engineering was also submitted.

BM Ross provided comments dated May 11, 2021 on behalf of the Township. The comments did not indicate that any of the proposed Works would be required to accommodate the proposed subdivision. Cobide Engineering prepared a second submission and comment response in December of 2021, which addressed the transportation comments provided by BM Ross.

A third submission was made on October 18, 2022, which addressed the Township's comments to the second submission. BM Ross provided comments dated December 16, 2022, which again did not identify that cost sharing would be required for any of the proposed Works.

On March 9, 2023, Development Planning Staff issued a Recommendation Report to Council, which recommended approval of the proposed development. Township Council endorsed the support recommendation and the development applications were approved by the County of Wellington.

The Recommendation Report summarizes comments provided by the public (two written comments in total), and notes that concerns raised by the public relate to "the need for sidewalks in the area and on Martin Street". The Recommendation Report indicates support for the Paradigm TIS and responds to the public concerns, as follows:

*As discussed earlier in this report the subdivision has been designed to include pedestrian connections to nearby trails and the sports complex. Sidewalks will be extended on Cork St. from Waterloo St. to Princess St. as part of a Township Capital Project. The sidewalk will be extended on Cork St. from Princess St. to Melissa St. by the developer (through draft approval condition #6 m). Township Staff have included a draft approval condition (Conditions of Draft Approval #6 m, 13) which will require that the developer enter into a letter of understanding with the Township confirming roles, responsibilities, design and cost sharing for the urbanization and reconstruction of Cork St. including sidewalk construction on the east side of Cork St.*

*There are presently no plans to construct sidewalk along the full length of Martin St./North Water St. W., however a condition of approval has been requested for the proposed severances along Martin St. requiring that the developer/builder of the new homes provide a financial contribution for future sidewalk construction along the frontage of the severed lots on Martin St.*

*A traffic impact study has been submitted in support of the proposed development. The report prepared by Paradigm Transportation Solutions Ltd. serves to identify and assess potential traffic impacts from the proposed development. The study concluded that the nearby intersections at Melissa Crescent, Princess St., Queen St. W and North Water St., will continue to operate "within acceptable levels of service" once the subdivision is built out. The report also indicates that a west bound turn lane on Queen St. W. (at Cork St.) and a northbound left turn lane on Martin St. (at Main St. S) will be warranted in the future due to increasing traffic volumes, regardless of whether the subject development is built.*

After the issuance of draft plan approval, Sunvale Homes prepared a series of detailed design submissions, all of which were reviewed by BM Ross. On January 30, 2025, BM Ross issued a comment in response to the subdivision agreement application filed with the County. Comment 1.26 indicates that Sunvale Homes is required to enter into an Agreement with the Township as per draft plan condition no. 13 in order to proceed with Cork Street design. Condition no. 13 provides as follows:

*13. THAT the Owner provide a letter of understanding to the satisfaction of the Township of Wellington North confirming roles/responsibilities/cost sharing agreed upon for the completion of the design and construction of Cork Street urbanization, improvements and sidewalk construction on east side of Cork Street including connections to Martin Street and Princess Street.*

As noted above, on April 17, 2025, BM Ross issued a report indicating the cost of the Works attributed to Sunvale Homes, without any prior notice to or consultation with Mr. Welton.

### **Discussion of the Works**

The Works identified in the BM Ross report extend far beyond the works that are necessary to accommodate the Sunvale Homes subdivision. The Works include:

- Construction of a new sidewalk on Cork Street, extending from Melissa Crescent to Princess Street;
- Installation of new storm sewers and watermains on Cork Street with a full depth road reconstruction, extending from Martin Street to Melissa Crescent;
- Construction of a new sidewalk on Martin Street, extending from Cork Street to Arthur Street.

The proposed Works are not entirely adjacent to the Sunvale Homes subdivision. Some of the Works extend more than 600 m beyond the boundary of the Sunvale Homes site. The Works also extend far beyond the scope of the work anticipated in condition no. 13 of draft plan approval.

At no point has the Township indicated that it would require the Works in order to accommodate the Sunvale Homes subdivision. The FSR indicated that there is sufficient capacity in the sanitary system to accommodate the proposed development, and capacity has already been allocated by the Township. The TIS indicated that the intersections adjacent to the subdivision will continue to operate at acceptable levels of service once the subdivision is built out.

### **Legal Implications**

In our opinion, the Township is not authorized to require Sunvale Homes to cost share in all of the Works identified in the BM Ross report.

Section 51(25) of the *Planning Act* requires that conditions imposed on the approval of a plan of subdivision be reasonable, having regard to the nature of the development. Section 59(1) and (2) of the *Development Charges Act, 1997* prohibit a municipality from imposing

a condition or agreement under section 51 of the *Planning Act* that imposes directly or indirectly a charge related to a development or a requirement to construct a service related to a development, except for local services related to a plan of subdivision or within the area to which the plan relates, only as authorized under s. 51 of the *Planning Act*. We also note that where development charges can be imposed, the *Development Charges Act* requires that capital costs be reduced by the amount of growth-related infrastructure that benefits existing development.

We reiterate that none of the consulting reports submitted by Sunvale Homes identified that the majority of Works set out in the BM Ross Report were required in order to accommodate the proposed subdivision. The Township has had these consulting reports in hand for almost five years, and has commented on those reports through multiple resubmissions both before and after the issuance of draft plan approval. At no point has the Township indicated that these Works would be required. In our view, the Township is seeking to impose upon Sunvale Homes the cost of capital upgrades to the Township's infrastructure that will benefit existing development. They are simply not required to accommodate the subdivision, and are unwarranted.

The Township's failure to review Sunvale Homes' submissions and issue final approval of the plan of subdivision in a timely manner has grossly delayed the delivery of much needed housing units. The fact that the anticipated 2023 buildout was not achieved is attributed in large part to the Township's delay in reviewing the submissions and providing comments in a piecemeal fashion. Since the development applications were submitted almost five years ago, the Province has undertaken extensive legislative changes in an effort to remove red tape and reduce costs in an effort to speed up new home construction. This includes the announcement last month of the *Protect Ontario by Building Faster and Smarter Act, 2025*. It is untenable that final approval of the plan of subdivision has not yet been granted for a development that has zoning and servicing allocation in place.

We request that a meeting be scheduled with the necessary staff and appropriate consultants in attendance as soon as possible, to determine if the cost contribution for the Works can be resolved. If the matter is not resolved in short order, Sunvale Homes will file an appeal of the applicable draft plan conditions to the Ontario Land Tribunal.

We look forward to hearing from you.

Best regards,



Amber Stewart

c. Mr. John Welton, Sunvale Homes  
Mr. Travis Burnside, Cobide Engineering  
Mr. Darren Jones, Township of Wellington North  
Ms. Tammy Stevenson, Township of Wellington North

TOWNSHIP OF WELLINGTON NORTH DEPUTATION  
REQUEST FORM

Name / Spokesperson: Travis Burnside

Name of Group or Organization (if applicable): Cobide Engineering

Address: 517 10th Street Hanover

Email: tburnside@cobideeng.com Phone: 519-506-5959

Date of Meeting:

Topic of Deputation: 5/23/2025

Please attach your presentation/notes specify what action would you like the Township of Wellington North to take with respect to your matter

As this project is being driven by development in the area, we believe this project should be funded by the development charges that are collected, not as an additional charge to the developers. There are numerous properties in the area that utilize this area including existing traffic and pedestrians to the new pool and the existing sports complex and staff have proposed that all upgrades on Cork Street are the responsibility of the developers. The existing tax base has gotten use of and will continue to use the infrastructure on the street and there needs to be consideration given to that fact. Both developments could proceed without the upgrades proposed by connecting to the existing infrastructure. Past developments on Cork Street since 2017 have only had to make minor contributions that are not consistent with the new ask based on cost per meter or per unit.

Estimated Municipal Financial Impact

Capital \$: TBD Annual Operating \$:

Signature: Travis Burnside Date: 6/12/25

Date & time received by Clerk:

Deputation requests must be submitted by 3:00 p.m. on the Monday preceding a Council Meeting.

If you wish to depute on a matter appearing on a published agenda, a request must be submitted by 11:00 am on the day of the meeting.

**Councillors: Sherry Burke  
Lisa Hern  
Steve McCabe  
Penny Renken**

**Mayor: Andrew Lennox**

|  |                       |
|--|-----------------------|
| Director of Legislative Services/Clerk:              | Karren Wallace        |
| Deputy Clerk:  | Catherine Conrad      |
| Executive Assistant to the CAO:                      | Tasha Grafos          |
| Director of Finance:                                 | Jeremiah Idialu       |
| Chief Building Official:                             | Darren Jones          |
| Development Clerk:                                   | Tammy Pringle         |
| Manager of Infrastructure and Engineering:           | Tammy Stevenson       |
| Manager Environment and Development Services:        | Corey Schmidt         |
| Manager Recreation Community & Economic Development: | Mandy Jones           |
| Community Development Coordinator:                   | Mike Wilson           |
| Economic Development Officer:                        | Robyn Mulder          |
| Planner:   | Asavari Jadhav-Admane |

Acting Mayor Sherry Burke called the meeting to order.

CARRIED

Acting Mayor Burke declared an indirect pecuniary interest in By-law 030-2025 as her employer did work for the owner named in the agreement attached to the by-law.

Seconded: Councillor Hern

THAT the Council of the Corporation of the Township of Wellington North recess the June 2, 2025 Regular Meeting of Council at 2:04 p.m. for the purpose of holding meetings under the Planning Act.

CARRIED

#### **COMMITTEE OF ADJUSTMENT**

- A10/25 Darryl Nyenhuis
- A11/25 Scott Lennox
- A12/25 Cara & Ryan Eccles

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

RESOLUTION: 2025-151

Moved: Councillor McCabe

Seconded: Councillor Hern

THAT the Council of the Corporation of the Township of Wellington North resume the June 2, 2025 Regular Meeting of Council at 2:44 p.m.

CARRIED

#### **QUESTIONS ON AGENDA ITEMS (REGISTRATION REQUIRED)**

No questions registered for questions on agenda items.

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

1. Regular Meeting of Council, May 5, 2025

RESOLUTION: 2025-152

Moved: Councillor McCabe

Seconded: Councillor Renken

THAT the minutes of the Regular Meeting of Council held on May 5, 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**

Item 1a, 3a, 5a and By-law 030-2025

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

RESOLUTION: 2025-153

Moved: Councillor Renken

Seconded: Councillor Hern

THAT all items listed under Items For Consideration on the June 2, 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 Aquatics Ad-Hoc Advisory Committee meeting held on April 29, 2025.

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Arthur Business Improvement Area meeting held on April 16, 2025.

THAT the Council of the Corporation of the Township of Wellington North receive the Grand River Conservation Authority, Summary of the General Membership Meeting held on May 23, 2025.

THAT the Council of the Corporation of the Township of Wellington North receive Report DEV 2025-010 being a report on naming a new private street within Harvest View Estates which will be located at 210 Gordon Street, in Arthur.

AND THAT the Council of the Township of Wellington North assigns "Harvest Lane" as the name for a private road within the development.

THAT the Council of the Corporation of the Township of Wellington North receive the Vendor Cheque Register Report dated May 9, 2025.

THAT the Council of the Corporation of the Township of Wellington North receive the Ausable, Bayfield Maitland Valley Source Protection Region, May 2025 Municipal Newsletter.

CARRIED

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

RESOLUTION: 2025-154

Moved: Councillor McCabe

Seconded: Councillor Renken

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Wellington North Cultural Roundtable meetings held on March 20, 2025 and May 15, 2025.

CARRIED

RESOLUTION: 2025-155

Moved: Councillor McCabe

Seconded: Councillor Renken

THAT the Council of the Corporation of the Township of Wellington North receive for information Report CBO 2025-008 being the Building Permit Review for the month of April 2025.

CARRIED

RESOLUTION: 2025-155

Moved: Councillor McCabe

Seconded: Councillor Hern

THAT the Council of the Corporation of the Township of Wellington North receive the correspondence dated April 16, 2025 from Nicole Martin, CAO/Clerk, Township of Amaranth, resolution regarding Critical Ground: Why Soil is Essential to Canada's Economic, Environmental, Human and Social Health.

CARRIED

RESOLUTION 2025-156

Moved: Councillor McCabe

Seconded: Councillor Hern

Whereas the Standing Senate Committee on Agriculture and Forestry published a report in 2024 titled "Critical Ground: Why Soil is Essential to Canada's Economic, Environmental, Human and Social Health" (the Report) that contained twenty five (25) recommendations in total for the federal government;

And whereas the work that Senator Black has done to bring not only the importance of soil to the forefront for the federal government, but Canadian agriculture - in specific Ontario agriculture, food security and how much the Ontario agricultural industry contributes to the federal and provincial Gross Domestic Product, is of critical significance to Wellington North - indeed all of Wellington County.

Therefore be it resolved that the Township of Wellington North fully supports all of the recommendations included in the Report;

And that the Township of Wellington North urge the Government of Canada and the Province of Ontario to implement all the recommendations contained within the Report and commit to recognizing a sense of urgency and act accordingly in order to protect and conserve soil as per Recommendation 25;

And further that this motion be circulated to the following parties:

- Rob Black, Senator
- John Nater, MP Perth Wellington
- Senate Standing Committee on Agriculture and Forestry
- All municipalities within the County of Wellington
- Wellington Federation of Agriculture
- Ontario Federation of Agriculture

CARRIED

#### **NOTICE OF MOTION**

No notice of motion tabled.

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

Councillor Burke (Ward 2):

- Exciting pool update coming soon. The Committee has started planning for 2025 fundraising events including the Christmas home tour-volunteers are always needed
- The hospital gala is on Saturday June 14, 2025.

Councillor McCabe (Ward 4):

- Advised on upcoming ROMA events in Mississippi Mills next week.
- Attended the Cultural Symposium last week in Harriston and it was very well attended and informative

#### **BY-LAWS**

Councillor Hern assumed the Chair as Acting Mayor Burke had declared a pecuniary interest.

#### **RESOLUTION 157**

Moved: Councillor McCabe

Seconded: Councillor Renken

THAT By-law Number 030-2025 be read and passed.  
CARRIED

Acting Mayor Burke resumed the Chair.

RESOLUTION: 2025-158

Moved: Councillor Renken

Seconded: Councillor Hern

THAT By-law Numbers 031-2025, 032-2025, 033-2025, 034-2025 and 035-2025 be read and passed.

CARRIED

#### **CULTURAL MOMENT**

- Celebrating Trees of Wellington North

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

RESOLUTION: 2025-159

Moved: Councillor McCabe

Seconded: Councillor Renken

THAT By-law Number 036-2025 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 June 2, 2025 be read and passed.

CARRIED

#### **ADJOURNMENT**

RESOLUTION: 2025-160

Moved: Councillor Renken

Seconded: Councillor Hern

THAT the Regular Council meeting of June 2, 2025 be adjourned at 3:11 p.m.

CARRIED

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**ACTING MAYOR**

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**CLERK**



## Corporation of the County of Wellington

### Accessibility Advisory Committee

#### Minutes

May 1, 2025

Wellington County Museum and Archives

Nicholas Keith Room

|          |  |
|----------|--|
| Present: | Councillor Matthew Bulmer (Chair)<br>Marni Claridge<br>Robin Fletcher<br>Heather Small<br>Gerald Townsend  |
| Regrets: | Bethany Parkinson<br>Lorri Wright  |
| Staff:   | Jennifer Adams, County Clerk<br>Kasey Beirnes, Manager of Buildings and Properties, Township of Centre Wellington<br>Melissa Biffis, Manager of Community Programming, Guelph/Eramosa Township<br>Nicole Cardow, Deputy Clerk<br>Monika Farncombe, Legislative Assistant, Township of Puslinch<br>Justin Grainger, Deputy Clerk, Town of Erin<br>Hailey Johnston, Curator, WCMA<br>Devlin Schellenberger, Legislative Coordinator, Township of Centre Wellington<br>Larry Wheeler, Clerk, Township of Mapleton |

#### 1. Call to Order

At 1:30pm, the Chair called the meeting to order.

#### 2. Declaration of Pecuniary Interest

There were no declarations of pecuniary interest.

### 3. Committee Membership Update

The Joint Accessibility Advisory Committee welcomed Marni Claridge, who will now be representing the Town of Erin on the committee.

The committee was also notified that Town of Minto representative, Giverny Parent has resigned from the committee. The Town of Minto will be notified of the vacancy and the need to fill the vacancy.

Monika Farncombe, Legislative Coordinator, Township of Puslinch notified the committee that despite promoting the position on social media, and through advertisement on their website and through newspaper ad, they have been unable to fill the vacant position for a JACC member. Puslinch will continue to pursue filling this position.

### 4. Confirmation of Minutes

**Moved by:** Gerald Townsend

**Seconded by:** Heather Small

That the Minutes from the December 5, 2024 meeting be received for information.

**Carried**

### 5. Information Items

#### 4.1 Schedule of Reporting

#### 4.2 FADM Update - Verbal

Chair Matthew Bulmer gave an update to the Committee regarding the recent meeting of the FADM Working group, which is made up of Joint Accessibility Advisory Committee members, Wellington County staff, as well as local municipal CBO's and the Wellington County Construction Manager. The next meeting will be planned in the upcoming weeks and will seek to invite staff from Municipal Planning departments, as well as Parks and Rec departmental staff.

## 6. Items for Review and Comment

### 5.1 Museum Children's Space - County of Wellington

Hailey Johnston, Museum Curator, presented to the committee the plans for the new Children's space at the Wellington County Museum and Archives. The space will be composed of various play areas including a play tree house, a play river with canoe and campfire, along with a stage.

The committee gave feedback that included ensuring the play structure would be inclusive for those with varying abilities, to use materials of different textures of hard and soft material, to ensure that tent's being used be large enough to accommodate walkers of wheelchairs. It was also suggested that ties to Indigenous and museum grounds be tied into the space, and possible floor projectors be used for interactive space.

### 5.2 County Garage Projects - County of Wellington

Jennifer Adams, County Clerk, informed the Committee that the County of Wellington is in very early stages of re-doing the Erin County Garage. More information will be coming forward as construction of this project moves closer.

### 5.3 Belwood Community Centre - Township of Centre Wellington

Kasey Beirnes, Manager of Buildings and Properties, Township of Centre Wellington, presented the new renovation plan for the Belwood Community Centre. Construction of the Community Centre will begin in September 2025.

The committee commented that contrasting colours are recommended in the washrooms for perceptual variation, and a hearing loop system that automatically connects would be beneficial for those hearing impaired.

### 5.4 Rockmosa Park Playground Expansion Project - Township of Guelph/Eramosa

Melissa Biffis, Manager of Community Programming, Township of Guelph/Eramosa, presented the plan for the expansion of the Rockmosa Park Playground. The playground will have a new accessible play structure, rubberized ground surfacing, inclusive design and safety features.

The committee commented on how inclusive this project looked.

**7. Adjournment**

At 2:38pm, the Chair adjourned the meeting until September 4, 2025 or at the call of the Chair.

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Matthew Bulmer

Chair

Accessibility Advisory Committee

## **MOUNT FOREST BUSINESS IMPROVEMENT**

### **ASSOCIATION MEETING MINUTES June 10<sup>th</sup>, 2025**

**Meeting Room Mount Forest Arena**

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

#### **PRESENT ATTENDEES**

Members: Andrew Coburn, Dwight Benson, Jessica McFarlane, Bill Nelson, Amanda Boylan, Erin Kiers

Staff: Robyn Mulder

Community Members: Penny Renken

#### **ABSENT MEMBERS**

Sherry Burke, Rachel Whetham, Kyle Dellaire

#### **WELCOME AND INTRODUCTIONS**

**Andrew**

#### **REVIEW AND ADOPTION OF THE AGENDA**

**Andrew**

**Dwight motions to add new business to the agenda regarding updates to flowers and brackets, seconded by Erin Kiers. Carried.**

#### **ITEMS FOR DISCUSSION**

##### **1. Tanya Matthews Admin Coordinator**

**Andrew**

- Tanya is currently a freelance graphic designer and volunteers at the Durham BIA. She also has a background in admin duties
- Tanya showed a presentation of some of the work she's done regarding social media, websites she has created, branding, advertising, email campaigns
- **Bill makes a motion to hire Tanya as our new admin coordinator. Dwight seconded. Carried.**

##### **2. Quorum and March Motions**

**Andrew**

- Andrew discussed the importance of attending meetings with the BIA so we can have quorum.
- Dwight makes a motion to remove Maggie Schram and Allison Litt from the board. Bill Nelson seconded. Carried.
- Dwight makes a motion to hire Jaimes Hartright starting May 24<sup>th</sup> weekend, and to be paid \$130 each week on a bi-weekly basis. Seconded Amanda Boylan. Carried.
- Bill motions to proceed with the proposal that Dwight has presented of \$25,000 and that we approach the town for a 50% cost sharing over the course of 2025 or 2026 budget year. Seconded Erin. Carried.

- Dwight motions to proceed with the website domain renewal of \$4.75. Seconded by Erin. Carried.
- Bill motions to purchase a necessary amount of rods to keep them up. Second Dwight. Carried.

### 3. **Light Posts**

**Dwight**

- Dwight made a couple calls following up to the Township regarding the new light posts. There is a concern about the cost increasing from the original quote. Ideal Supply is supplying the lights and Yake Electric would do the work.
- A trial area is suggested. Robyn suggests going back to the Township to confirm who will pay for the trial areas.
- Concerns if we have to wait for Townships response, the prices may go up for the trial area. Bill makes a motion to proceed with the BIA paying for the trail run. Dwight seconded. Carried.
- Dwight will confirm with Tammy from the Township what trial areas can be done.

### 4. **Fireworks**

**Jessica**

- Sponsorship letter from the Chamber was distributed to the BIA committee via email.
- Jessica makes a motion for the BIA to sponsor the Fireworks Festival for \$2,000. Erin seconded. Carried

### 5. **Reimagined Laneway**

**Jessica/Andrew**

- Jessica met with Thomas Meyer the Pizza Hut building owner. He's confirmed that he is in favour of the project. Clayton from Robertsons landscaping was also in attendance.
- Jess and Andrew are going to meet with Scott Hastie the building owner on the other side to review the project.
- The project will allow Robertson Landscaping to add a low maintenance garden and pathway through the laneway and artwork on the walls. There will be a ramp coming from the municipal parking lot, allowing the community to park in the parking lot, and walk down the laneway to the main street. It will be blocked off from the main street, stopping any vehicles from driving down the laneway.
- BIA will pay for ongoing costs of the low maintenance gardening but will not be responsible for the snow removal. This was addressed with Thomas. It is suggested that we approach the Township so see if they would be willing to remove the snow with their sidewalk snowblower.

### 6. **Economic Development**

**Robyn**

- Panini and Pour has applied for a CIP grant for building and signage for their new business.
- Driftscape app is being worked on. Casey the Township summer student is uploading trails, bus tours, and there will be a soft launch in a couple weeks.
- Community signage – two sites in Mount Forest. One is outside the parkette in front of the BMO and the second is at the library. This will be an info board for Chamber, BIA, and Township advertise events. There will be key access through the Township.

- Farmers Market – starting this weekend. New location so there it will be more visible and closer to the highway.
- Dwight inquired about a crosswalk by the Scotiabank. The BIA is not in favour of a bump out because it would take up additional parking spaces. Robyn and Penny will confirm this.

#### 7. **Mural**

**Erin**

- Erin has taken on the cost of the mural paint for now so she could get the project going. In the future, Erin can keep receipts and request reimbursement for the cost of the paint for this project.
- The mural will be bright and have ‘high happy and healthy’
- Erin has brought up the concern of safety and adding security cameras to the downtown core. Dwight has experience with a two blocker alarm system, it’s an alarm that is extremely loud, and also sounds outside in addition to inside.

#### 8. **Flowers and brackets**

**Dwight**

- Flowers are out and supplied by Mount Forest Greenhouse. It was difficult to position the pots but Dwight was able to move them around.
- Bracket hangers are being done worked on by Maple Lane.

### **NEXT MEETING**

Tuesday, July 8<sup>th</sup> 2025 8am in the Meeting Room @ Mount Forest Arena

### **ADJOURNMENT**

**Meeting adjourned by Andrew.**

## **Safe Communities Wellington County Leadership Table Meeting**

Wellington County Museum & Archives

9:30 a.m., May 21, 2025

### **In Attendance**

Angelle Eybel, Co-Chair, Safe Communities Wellington County

Mary Lloyd, Wellington County Council

Alexandra Fournier, Wellington Dufferin Guelph Public Health

Karen Medeiros, Wellington County OPP

Wendy Bieman, Guelph Wellington Paramedic Services

Lisa MacDonald, Centre Wellington Township

Tasha Grafos, Township of Wellington North

Stephanie Chidlow, Fire – MFD, MFR, WNFS

Zach Prince, Wellington County Trails & Transportation

Michael Dehn, Town of Erin – Mayor

Sooriya J. Tutt, Township of Guelph/Eramosa

Hannah Simpson, Township of Guelph/Eramosa

Karen Armstrong, Guelph Wellington OHT

Amber VanDe Peer, County of Wellington – Emergency Management

Jean Hopkins, Wellington Guelph Drug Strategy

Will Wycherley, Compass Community Services

Helen Edwards, Township of Mapleton

Christine Veit, Safe Communities Wellington County

Regrets: Luisa Artuso, Dave Turton, Barb Evoy, Sarah Bowers-Peter, Marlene Ottens.  
Gianni Accetola, Christopher Paluch. Allysandra Kent

1. **Call to Order** – Angelle Eybel called the meeting to order at 9:32 am.

**Approval of Minutes – March 19, 2025** - It was Moved by Jean Hopkins, Seconded by Michael Dehn that the minutes of the meeting held March 19, 2025 be approved with amendments. **CARRIED**

2. New Business

- a. **Drayton Farm Show, Lights and Sirens & Spring Fling Recap**

- a. **Drayton Farm Show:**

- b. Day two was notably slower than usual.

- c. Booth positioning impacted visibility and engagement.

- d. Recommendations for better layout and location next year.

- e. **Lights & Sirens Event**

- f. Held at Jefferson Laura Community Centre.

- g. Lower flow of attendees but had meaningful conversations, especially around accidental poisonings and cyber safety.
- h. OPP hockey game noted – OPP defeated Fire Department 11–1.

**i. Spring Fling Event:**

- j. Booth location reduced exposure.
- k. Efforts made to engage families using activity books.
- l. Recommendation to improve booth placement next year if possible.  
Talk to Allysandara about different placement of Service Row

**b. Wellington County Road Safety Strategies – Road Markings and Kick E-Scooters**

**a. Discussion on e-scooter regulations:**

- b. As it stands, no bylaw is being put in place to allow Electric Kick Scooters in Wellington County. If municipalities want to allow, they will individually have to make a bylaw for their municipality to allow electric kick scooters.
- c. Safe Communities to focus on safety education (age restrictions, helmet use, municipal bylaws).
- d. Debate on whether to provide safety messaging or discourage use until bylaws are clear.

**e. Gateway Pavement Markings:**

- f. Positive response from Roads Committee.
- g. Staff directed to conduct an engineering study; report expected by September.
- h. Aimed at reducing speed as vehicles enter municipalities.
- i. Pilot projects discussed using both quantitative (Black Cat data) and qualitative measures.

**c. Events and Campaigns at a glance 2025 (Place in your calendars)**

- Members are asked to verify local event dates and determine where they can help out.
- Potential participation in **Waterloo Wellington Children's Water Festival** for next year.

**a. Mapleton Safe Kids Day – May 24, 2025**

- Set for this Saturday.
- Participants include Mapleton Fire, Community Paramedicine, OPP (?) Grand River Conservation, Farm Safety, Car Seat Clinic, and Safe Communities.
- **Ice cream coupons for children who share safety messages.**

**b. Fergus Lions Home and Leisure Show – May 27, 28, 29, 2025**

- Volunteers are requested for May 14–16 (5:30–9:00 PM).

- c. **Minto Safe Kids Day – May 30, 2025**
  - 9:00 to 3:00 in Palmerston
  - A tonne of activities for children; grade 4's - approx 600 kids attending.
  - Safe Communities talking about different types of impaired driving – Using Plasma Cars as vehicles and BAC Goggles to mimic impairment.
- d. **Safe Kids Week – June 2025**
- e. **Erin Tractor Parade – July 5**
- f. **National Injury Prevention Day – July 5, 2025**
- g. **Party in the Park – July 31, 2025**
- h. **Drug Poisoning Awareness Day – August 21, 2025 MF**
- i. **Safe Communities Day – October 1 & 2, 2025**
- j. **Canadian Youth Road Safety Week – October 2025**
- k. **Falls Prevention Month – November 2025**
- l. **Festive Ride Campaign – November & December 20**
- m. **Fergus Fall Fair - September 12 – 14**
- n. **Wellington County Plowing Match – September 13**
- o. **Erin Fall Fair – October 10 – 13**

#### **4. Reports from Safe Communities Groups & Municipalities**

- i. **Wellington County - Mary**
  - a. Downtown Elora will have a road scramble, like Yonge and Dundas Square; between 7 and 10,000 people visit Elora
  - b. To help with road calming shuttles are available from Friday to Sunday
- ii. **Minto, Mapleton, Mount Forest Fire – Stephanie Chidlow**
  - a. School Tour Season & Early ON Centres
  - b. Menonite Schools have no interest in attending the Safe Kids Day, and there is a handful of Home Schooled families attending.
- iii. **Compass Community Services – Will Wycherley**
  - a. New Executive Director started in April
  - b. Mental Health Month – 2 virtual workshops; May 22 – How to be well at work & Mental Health 101.
  - c. Housing is a huge issue in the County for people that live in the grey areas and don't quite fit into the system; they get bounced around, not really fitting anywhere

- d. Alot of those individuals are couch surfing
- e. We want to help, but don't have all the resources required – funding has not been increased since 2002.

iv. **Wellington Guelph Drug Strategy – Jean Hopkins**

- a. Drug Poisoning Awareness Day – August 21 – Mount Forest
- b. High use of Cocaine in 20 to 30 year olds – Michael Dehn
- c. Bringing attention to the complexity of the drug supply and the changing landscape of social services
- d. Focusing on public awareness and education
- e. Held a webinar with all the key players that are involved with the Heart Hub.

v. **Wellington County OPP – Karen Medeiros**

- a. Discussion about barriers during road festivals, like the Fergus Fibre Fest and The Steam Punk Festival to ensure safety from cars. (in light of events that happended in Vancouver)
- b. OPP has large barriers for the roadways

vi. **Wellington County Emergency Management- Amber VanDe Peer**

- a. Attending 6 public education events over the coming weeks; Fergus Lions Home and Leisure Show, Minto Safe Kids Day , Touch a Truck in Erin, etc
- b. Looking at attending some summer camps, focussing on the 72 hour kit.
- c. Discussion on emergency management plan for festivals and events and contingency plans and who is responsible
- d. Each event has alot of moving parts and there are a number of departments and organizations involved, including police, EM, Fire, Paramedics, township, and event organizers. Each have proper training for what they are responsible for.

vii. **Guelph Wellington Paramedics – Wendy Bieman**

- a. Paramedic Week – We are having a BBQ with games and prizes at lunch.
- b. Dealing with Measles Outbreaks and exposures to staff – seven active exposures - 15 in total

- c. **Hired 11 new paramedics**
- d. **Community paramedicine is doing point of care testing – discussing with seniors when they received their Measels vaccinations.**
- e. **Will be at Mapleton Safe Kids Day.**

**viii. Township of Wellington North – Tasha Grafos**

- a. **Workshop on Cyber Safety & Human Trafficking**

**ix. Township of Centre Wellington**

- a. **Battery Storage discussion at Council – Major safety issue and will be part of CW Safety Plan once facility is approved.**

**x. Guelph Wellington OHT – Karen Armstrong**

- a. Falls working group – Work with Helen Edwards – Going through a best practice review on assessment for falls.
- b. Putting protocols in place that will be put in place across the region.
- c. After the first fall, patients risk of a second fall substantially increases.
- d. Discussion with primary care providers about challenges around mental health and substance use – How do we make care better?
- e. Interesting responses including proactive self screening, self management.
- f. People who come to see mental health therapists are lonely, especially in rural areas.

**xi. Falls Action Group**

- a. **Attending Minto Safe Kids Day**
- b. **New program developed for Safe Communities Day**

**5. Leadership Table Meeting Dates 2025**

- a. June 18, 2025 @ 9:30 – Wellington County Museum & Archives – Aboyne Hall
- b. September 17, 2025 @ 9:30 – Wellington County Museum & Archives – Aboyne Hall
- c. November 19, 2025 @ 9:30 – Location TBA

**6. Thoughts from the floor**

**7. Adjournment (11:03am)**

The Next Leadership Table meeting is scheduled for Wednesday, June 18, 2025 at 9:30 a.m at **Wellington County Museum & Archives**

**\*\* Action Groups and Executive Team meeting at 8:30 am \*\***



## TOWNSHIP OF WELLINGTON NORTH

TO: Mayor and Council

DATE: 2025-06-23

MEETING TYPE: Open

SUBMITTED BY: Tammy Stevenson, Manager of Infrastructure & Engineering

REPORT #: INF 2025-010

REPORT TITLE: Cork Street Urbanization

### RECOMMENDED MOTION

THAT the Council of the Corporation of the Township of Wellington North receive Report INF 2025-010 Cork Street Urbanization;

AND THAT Council approves the cost sharing approach for the development requirement of Cork Street Urbanization between Princess Street and Martin Street with the Opinion of Probable Cost to be calculated using residential units and funding to be split between Township of Wellington North, Aitken, Sunvale Subdivision Development and Mamta Subdivision Development as follows:

- Township of Wellington North - \$966,250
- Aitken Custom Framing - \$36,750
- Sunvale Subdivision Development - \$671,250
- Mamta Subdivision Development - \$261,750

AND FURTHER THAT Council direct staff to include Cork Street Urbanization requirement for Sunvale Subdivision Development and Mamta Subdivision Developments as part of their Development Agreement and funds to be received prior to the start of interior servicing to the individual developments in order to implement the conditions of approval of those subdivision developments;

AND FURTHER THAT Council direct staff to include future sidewalk contribution from Aitken Custom Homes as part of the Development Agreement and funds to be received prior to the start of servicing to the individual development;

AND FURTHER THAT Council approve a budget of \$75,000 for the Cork Street Reconstruction engineering design as part of the 2026 Capital Budget.

## PREVIOUS REPORTS/BY-LAWS/RESOLUTIONS

County of Wellington Official Plan

INF 2025-012 Spring Traffic Counts

DEV 2025-008 Site Plan Agreement – Clark Brothers Contracting Ltd. (Teeswater Concrete), Macaulay Street, Arthur

Zoning By-law Amendment 022-2025 (Aitken Custom Framing)

INF 2025-009 Sewage Allocation (Mamta Subdivision)

By-Law 050-2024 Zoning By-law Amendment (Mamta Subdivision)

By-Law 041-2024 Sewage Allocation (Sunvale Subdivision)

By-Law 021-23 Zoning By-law Amendment (Sunvale Subdivision)

Draft Plan of Subdivision (Mamta Subdivision) (2023)

Draft Plan of Subdivision (Sunvale Subdivision) (2023)

By-Law 043-23 Sewage Allocation (Sunvale Subdivision)

Resolution 2023-157 Approved Street Names (Sunvale Subdivision)

CBO 2023-09 Development Agreement – Crombie Property Holdings Limited

OPS 2022-026 Cachet Developments (Arthur) Inc Service Finance Agreement Preston Street North

OPS 2021-005 Water and Wastewater Technical Study Update

## BACKGROUND

Existing municipal services on Cork Street are as follows:

- 200 mm diameter sanitary sewer main
- 150 mm diameter watermain
- Cork Street road cross section:
  - i. Queen Street W to Princess Street is constructed to urban standards with sidewalk on the east side
  - ii. Princess Street to Melissa Crescent is constructed to urban standards with no sidewalk

- iii. Melissa Crescent to 38 m south on the east side is constructed to urban standards with no sidewalk
- iv. Melissa Crescent to 100 m south on the west side is constructed to urban standards with no sidewalk
- v. 38m south of Melissa Crescent on the east side to Martin Street is constructed to rural standards with open ditch with no sidewalk.
- vi. 100m south of Melissa Crescent on the west side to Martin Street is constructed to rural standards with open ditch with no sidewalk.
- Storm sewer main is installed from Queen Street to 122m south of Melissa Crescent.
- Sidewalk is installed on the east side of Cork Street between Queen Street W and Princess Street. No sidewalks are present on Cork Street from Princess Street to Martin Street.

Planning application for two developments adjacent to Cork Street between Martin Street and Melissa Crescent in Mount Forest were filed with the County.

1. 23T-20203 Sunvale Subdivision (Sunvale), a proposed 141 residential unit development on the west side of Cork Street, north of Martin Street and south of Princess Street, as shown in Attachment 1.
2. 23T-23001 Mamta Subdivision (Mamta), a proposed 50 residential stacked townhouse residential development on the east side of Cork Street, as shown in Attachment 2.

### **Sunvale Subdivision**

During the Draft Plan of Subdivision application stage, a pre-consultation meeting was held on June 14, 2019, between the Township and Sunvale. At the pre-consultation meeting, it was noted that Cork Street may need to be reconstructed to an urban standard as part of the development application and that sidewalk may be required to be installed on Cork Street.

The first Draft Plan of Subdivision submission was received on October 21, 2020. Township consulting engineer, BMROSS, provided engineering comments on May 11, 2021, as shown in Attachment 3, that outlines additional comments for Developer Engineer's consideration including requirements of developer to urbanize and/or contribute to the costs for urbanizing Cork Street listed under Appendix A item 3.

Urbanization of Cork Street, including installation of sidewalk between Martin Street and Princess Street, was included in the Conditions of Draft Plan of Subdivision under item 13 as shown in Attachment 4. Additionally, under Condition 6k, the Upper Grand District School Board made a condition that the development must address the provision of adequate sidewalks, lighting and snow removal whereby the children can walk safely to school or to school bus "student collection areas".

During the Draft Plan of Subdivision application stage, a pre-consultation meeting was held on August 9, 2022, between the Township and Mamta. At the pre-consultation meeting, it was noted to Mamta that Cork Street requires to be urbanized as part of their development.

The first Draft Plan of Subdivision submission was received on February 21, 2023. Township consulting engineer, BMROSS, provided engineering comments on March 31, 2023, that outlines additional comments regarding Cork Street reconstruction.

Urbanization of Cork Street, including installation of sidewalk between Martin Street and Princess Street, was included in the preliminary draft Conditions of Draft Plan of Subdivision that was circulated to the developer on September 2024. Additionally, the Upper Grand District School Board has requested a condition that the development must address the provision of adequate sidewalks, lighting and snow removal whereby the children can walk safely to school or to school bus “student collection areas”.

### **Aitken Custom Homes**

A Zoning By-law 022-2025 for planning application ZBA 04/25 for the property at the southwest corner of Cork Street and Princess Street was passed at the April 7, 2025, meeting of Council for Aitken Custom Framing (Aitken) for a proposed 11 townhouse unit development. Infrastructure Services provided zoning comments that the development would be responsible for future sidewalk financial contribution along the frontage of the proposed development.

### **County of Wellington Official Plan**

The County Official Plan provides, among other things, that the following matters will be considered when considering new lot creation, including by plan of subdivision:

- adequate road servicing to accepted municipal standards is a matter for consideration in considering new lot creation by plan of subdivision.;
- sidewalks will be required in all new developments in all urban centres;
- public streets will be safe, meet the needs of pedestrians, and facilitate pedestrian movement; and,
- residential lots will have adequate access to community facilities such as schools, libraries and parks based on reasonable standards

### **Road Needs Study**

The 2023 Road Needs Study recommendations to install new sidewalk to provide connectivity on Cork Street between Princess Street and Martin Street and Martin Street/North Water Street from Cork Street to Main Street to maximize pedestrian accessibility and safety.

## ANALYSIS

Township reviewed the above development applications in a fair and reasonable analysis and concluded that Cork Street urbanization is a direct benefit to the development, including placement of storm sewers, curb and gutter and sidewalks, is required to support the proposed residential developments and intensification to this area on Cork Street.

Additionally, the existing Cork Street will be burdened from construction phase to service the development lands, to construction the new residential units, and from the intensification of new residential development with increase of vehicle and pedestrian traffic.

Sunvale Traffic Impact Study forecast the development to generate approximately 84 to 108 trips during the AM and PM peak hours respectively. Mamta Traffic Impact Study forecast the development to generate approximately 28 and 27 trips during the Am and PM peak hours respectively.

Township of Wellington North completes annual traffic counts to provide objective information of vehicle volumes on roads during a 24-hour period which can be used to inform conversations on maintenance prioritization, customer inquiries, municipal studies, and development inquiries and review. Traffic counts were completed on April 29, 2025, along Cork Street with 1,226 vehicles counted north of Princess Street and 381 vehicles counted south of Melissa Crescent. The vehicle count south of Melissa Crescent demonstrates typical traffic found within residential neighbourhood and supports that this section of roadway is not being used as a collector road. Majority of traffic visiting the recreation facility on Princess Street west of Cork Street is coming from Queen Street West southerly on Cork Street to Princess Street as the traffic volumes are 3.2 times higher on this section of roadway.

Pedestrian connectivity is vital for safety and active transportation. By installing new sidewalks on Cork Street, Martin Street and North Water Street, would provide safe pedestrian access from the Sunvale and Mamta developments to schools, shops, trails, medical and recreation facilities that does not presently exist.

The Township's consulting engineer, BMROSS, reviewed both subdivision applications on a fair and reasonable approach on behalf of the Township for detailed engineering review to ensure the application meets the Township's policies and standards. The following works were identified as a requirement for both subdivision developments to support their application with their proposed residential intensification and additional traffic (vehicle and pedestrian):

**Project A:** Urbanization of Cork Street between Martin Street to Melissa Street includes full road sub-base excavation, full depth asphalt, installation of new storm sewer main, curb and gutter, sidewalk on the east side. The current watermain and sanitary sewer on Cork Street is not identified to be replaced and is of suitable size to support the required servicing to proposed developments.

**Project B:** Urbanization of Cork Street between Melissa Street to Princess Street includes installation of new sidewalk on the east side.

**Project C:** Urbanization of Martin Street between Cork Street and North Water Street includes installation of new sidewalk on the north side.

**Project D:** Urbanization of North Water Street between Martin Street and Arthur Street includes installation of new sidewalk on the north side.

Cork Street Reconstruction project would be a municipal lead project and would not be scheduled for construction until the majority of homes from the proposed developments have been constructed and approved in future budget discussions.

## CONSULTATION

Consultation with Township consulting engineer, BMROSS, Township solicitor, and Township staff: CAO, Treasurer, CBO, Manager of Environmental Services, and Manager of Transportation.

## FINANCIAL CONSIDERATIONS

Development is required to financially fund required servicing and upgrade requirements of existing municipal infrastructure for their proposed development including existing roadway along the development frontage to be upgraded to an urban standard. Past developments have entered into a Development Agreement funding model that outlines roles, responsibilities and financial requirements for servicing and upgrade requirements being a developer lead project. Staff are recommending that Cork Street Reconstruction be a municipal lead project that is partially funded from development through a Development Agreement.

A Development Agreement for Saugeen Development provided \$29,100 financial contribution towards future sidewalk installation as part of their 6 semi townhouse construction. Saugeen Developments also urbanized Cork Street on the west side along the frontage by installing curb and gutter.

A Development Agreement for the servicing of Martin Street severances for 673 Martin Street provided \$16,300 financial contribution for the corner lot frontage on Cork Street future curb and portion of sidewalk works.

The above noted previous Development Agreements had contributed to future urbanization of Cork Street. These amounts have been accounted for in the Township's consulting engineer, B.M. Ross and Associates Limited (BMROSS), engineering cost estimate as part of Township responsibility. The initial BMROSS cost estimate dated April 17, 2025, was circulated to Sunvale and Mamta, as shown in Attachment 5, on April 17, 2025. BMROSS

updated the Opinion of Probable Cost based on past practices that the Township calculated developer contribution to existing roadways that are adjacent to the proposed development, found in Attachment 6. The evaluation was initially based on lot frontage. Provided that both subdivisions have confirmed their development proposals with Sunvale Subdivision having a draft plan of subdivision with 141 residential units and Mamta Subdivision has a concept subdivision plan of 50 units, the cost share has been updated to fairly breakdown the cost per residential unit as shown in Table 1. Cost breakdown by frontage is shown in Table 2.

In Project A, the Township is responsible for past development contribution works (Saugeen and 673 Martin Street), granular road base of the existing road platform and base asphalt. Sunvale and Mamta are responsible for widening of the road to meet urban standards, installation of storm sewers, curb and gutter, sidewalk and surface asphalt.

In Project B, sidewalk along Cork Street between Melissa Crescent and Princess Street has been calculated based on one fourth split between Township, Aitken, Mamta and Sunvale.

| Project | Description            | Cost Share (per residential unit) |                     |          |           | Total       |
|---------|------------------------|-----------------------------------|---------------------|----------|-----------|-------------|
|         |                        | Sunvale<br>(141 units)            | Mamta<br>(50 units) | Aitken   | Township  |             |
| A       | Cork St Reconstruction | \$634,500                         | \$225,000           | \$0      | \$335,500 | \$1,195,000 |
| B       | Cork St Sidewalk       | \$36,750                          | \$36,750            | \$36,750 | \$36,750  | \$147,000   |
| C       | Martin Street Sidewalk | \$0                               | \$0                 | \$0      | \$391,000 | \$391,000   |
| D       | Arthur Street Sidewalk | \$0                               | \$0                 | \$0      | \$203,000 | \$203,000   |
| Total   |                        | \$671,250                         | \$261,750           | \$36,750 | \$966,250 | \$1,936,000 |

**Table 1: Cork Street Urbanization Opinion of Probably Cost Share (per unit)**

| Project | Description            | Cost Share (frontage) |           |          |           | Total       |
|---------|------------------------|-----------------------|-----------|----------|-----------|-------------|
|         |                        | Sunvale               | Mamta     | Aitken   | Township  |             |
| A       | Cork St Reconstruction | \$444,100             | \$415,400 | \$0      | \$335,500 | \$1,195,000 |
| B       | Cork St Sidewalk       | \$36,750              | \$36,750  | \$36,750 | \$36,750  | \$147,000   |
| C       | Martin Street Sidewalk | \$0                   | \$0       | \$0      | \$391,000 | \$391,000   |
| D       | Arthur Street Sidewalk | \$0                   | \$0       | \$0      | \$203,000 | \$203,000   |
| Total   |                        | \$480,850             | \$452,150 | \$36,750 | \$966,250 | \$1,936,000 |

**Table 2: Cork Street Urbanization Opinion of Probably Cost Share (per frontage)**

Council endorsement of the recommendations contained within this report would provide direction to staff to:

- Cork Street Urbanization Opinion of Probable Cost to be calculated using residential units.
- Enter into a Development Agreement with Sunvale and Mamta with Cork Street Urbanization as a condition for the development applications.
- Include a condition of cost of future sidewalk contribution in the Development Agreement with Aitken.
- Approved Township's commitment of \$75,000 to the 2026 capital budget for the engineering design of the Cork Street Urbanization project.

## ATTACHMENTS

Attachment 1 – Sunvale Subdivision Draft Plan of Subdivision, County approval date April 13, 2023, prepared by COBIDE Engineering Inc.

Attachment 2 – Mamta Subdivision Site Plan Concept dated April 8, 2024, prepared by RPDS Integrated Design Firm

Attachment 3 – Sunvale Draft Plan 23T-20203 1<sup>st</sup> Submission Review letter prepared by BMROSS, dated May 11, 2021

Attachment 4 – Sunvale Subdivision Notice of Decisions and Conditions for Draft Plan of Subdivision, 23T-20203 – John Welton Custom Homebuilding Ltd, dated April 13, 2023

Attachment 5 – BMROSS Letter dated April 17, 2025, titled Cork Street Reconstruction and Sidewalk Extensions Opinion of Probable Cost

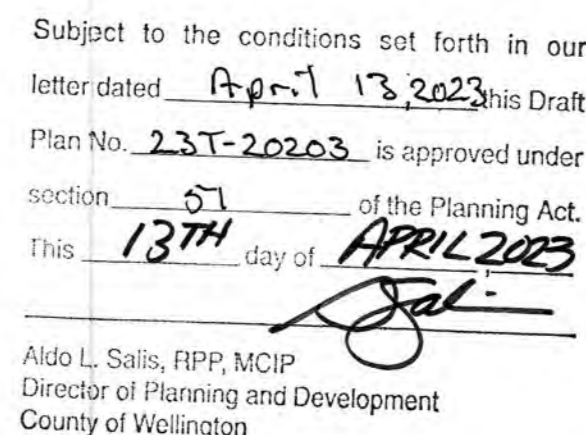
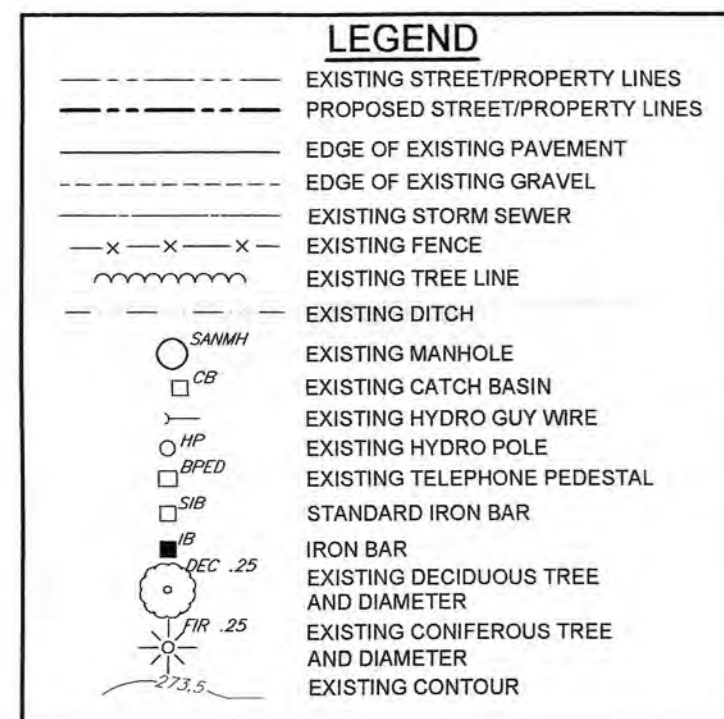
Attachment 6 - BMROSS Letter dated May 26, 2025, titled Cork Street Reconstruction and Sidewalk Extensions (Cork Street, Martin Street, Arthur Street) Opinion of Probable Cost and Cost Allocations

## 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 2023 Road Needs Study.
- ☒ Deliver quality, efficient community services aligned with the Township's mandate and capacity  
How: By implementing strategies identified in the 2023 Road Needs Study.

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

Approved by: Brooke Lambert, Chief Administrative Officer ☒



| <u>RELEVANT SITE INFORMATION</u>   |           |
|--|-----------|
| DETACHED RESIDENTIAL LOTS<br>(LOTS 1 TO 45 INCL. AND 112-129 INCL.) - 83 LOTS          | 3,955 ha. |
| SEMI-DETACHED RESIDENTIAL LOTS<br>(LOTS #46 TO 61 INCL. & #62 TO 111 INCL.) - 30 SEMIS | 0,999 ha. |
| MULTI-FAMILY RESIDENTIAL LOTS<br>(LOTS #2 TO 97) - 36 TOWNHOUSE UNITS                  | 1,084 ha. |
| MULTI-FAMILY RESIDENTIAL BLOCK<br>(BLOCK 130) - 12 UNITS                               | 0,542 ha. |
| MUNICIPAL STREET<br>(STREETS A TO E)   | 2,298 ha. |
| OPEN SPACE<br>(BLOCK 131)  | 0,867 ha. |
| WALKWAY<br>(BLOCK 132)   | 0,017 ha. |
| RESERVES/DAYLIGHTING<br>(BLOCKS 133-137)   | 0,014 ha. |
| TOTAL PROPOSED SUBDIVISION   | 9,776 ha. |

|  |   |
|--|---|
| a. AS SHOWN  | g. AS SHOWN   |
| b. AS SHOWN  | h. MUNICIPAL WATER SUPPLY                                       |
| c. AS SHOWN  | i. SPAND, SANDY SILT & GRAVEL                                   |
| d. SINGLE FAMILY RESIDENTIAL,<br>SEMI-DETACHED RESIDENTIAL<br>MULTI-FAMILY RESIDENTIAL | j. AS SHOWN   |
| e. AS SHOWN  | k. WATER, STORM SEWERS,<br>SANITARY SEWERS, HYDRO,<br>TELEPHONE |
| f. AS SHOWN  | l. AS SHOWN   |

I CERTIFY THAT:  
THE BOUNDARIES OF THE LANDS TO BE SUBDIVIDED  
AND THEIR RELATIONSHIP TO THE ADJACENT LANDS  
ARE CORRECTLY SHOWN.

OCTOBER 9, 2020

---

DATE

*LUKE WILCOX*

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LUKE WILCOX  
ONTARIO LAND SURVEYOR  
VAN HARTEN SURVEYING INC.  
660 RIDDELL ROAD, UNIT 1  
ORANGEVILLE, ON L9W 5G5

I, THE REGISTERED OWNER OF THESE LANDS, HEREBY  
AUTHORIZE COBIDE ENGINEERING INC. TO SUBMIT  
THIS DRAFT PLAN FOR APPROVAL.

OCTOBER 14, 2022

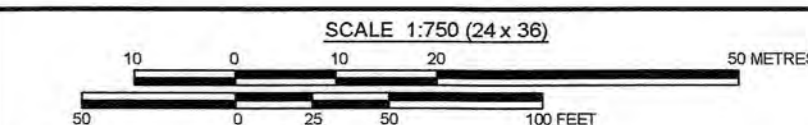
---

DATE

OWNER:  
JOHN WELTON  
I HAVE THE AUTHORIZATION TO BIND THE CORPORATION  
JOHN WELTON CUSTOM HOMEBUILDING LTD.  
685 RIDDELL ROAD, UNIT 6  
ORANGEVILLE, ON  
L9W 5J7

1. TOPOGRAPHICAL INFORMATION DERIVED FROM TOPOGRAPHICAL SURVEY BY TRITON ENGINEERING LTD. AND FIELD SURVEY BY COBIDE ENGINEERING INC. 2016.
2. PROPERTY BOUNDARY DERIVED FROM NOTES AND RECORDS OF VAN HARTEN SURVEYING INC. PROJECT # 28708-20

BM1 TOP OF SIB LOCATED ON THE WEST SIDE OF CORK STREET AT THE  
SOUTHEAST CORNER OF PART 12 PLAN 61R-21276.  
ELEVATION 410.86m



|                  |           |                   |     |          |
|------------------|-----------|-------------------|-----|----------|
| 4                | APR 05/23 | FIFTH SUBMISSION  | JHL | TLB      |
| 3                | MAR 02/23 | FOURTH SUBMISSION | JHL | TLB      |
| 2                | OCT 14/22 | THIRD SUBMISSION  | TLB | TLB      |
| 1                | DEC 17/21 | SECOND SUBMISSION | TLB | TLB      |
| 0                | OCT 9/20  | FIRST SUBMISSION  | TLB | TLB      |
| No.              | DATE      | DESCRIPTION       | BY  | APPROVED |
| REVISION / ISSUE |           |                   |     |          |



Client: JOHN WELTON CUSTOM HOMEBUILDING LTD.

|          |          |           |       |
|----------|----------|-----------|-------|
| Design:  | TLB      | Scale:    | 1:750 |
| Drawn:   | JAF      | Approved: |       |
| Checked: | SJC      |           |       |
| Date:    | AUG 2020 |           |       |



**TOWNHOUSE,**  
means a residential dwelling divided vertically to provide three or more residential dwelling units, each having independent entrances to a front and rear yard immediately abutting the front and rear walls of each dwelling unit

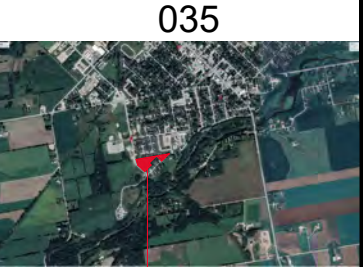
**a) Townhouse, Cluster** - individual residential dwelling units do not require frontage onto a street. Stacked townhouses shall follow the same provisions as a cluster townhouse.

**b) Townhouse, Street** - each residential dwelling unit shall have frontage directly onto a street.

**c) Townhouse, Stacked** - means a building containing two townhouse dwelling units divided horizontally, one atop the other, both with independent access to the street or courtyard. A stacked townhouse shall not be considered an apartment.

| ZONING BY-LAW   |  |  |                         |
|---|--|--|-------------------------|
| WELLINGTON NORTH COMPREHENSIVE ZONING BY-LAW 66-01  |  |  |                         |
| [DEC. 2001 (MARCH 2023 CONSOLIDATION) ]   |  |  |                         |
| ZONING  |  |  |                         |
| SECTION 13 - R3 - RESIDENTIAL ZONE  |  |  |                         |
| 13.1 PERMITTED USES   |  |  |                         |
| <ul style="list-style-type: none"><li>• Street Townhouse units</li><li>• Cluster/Block Townhouse units</li><li>• Apartments</li><li>• Accessory uses buildings and structures</li><li>• Home Occupations permitted in townhouse units in accordance with 6.15</li></ul> |  |  |                         |
| ZONING MATRIX   |  |  |                         |
| 13.2.2 CLUSTER TOWNHOUSE RESIDENTIAL DWELLING   |  |  |                         |
| CLUSTER/STACKED TOWNHOUSE: PROPOSED SITE SPECIFIC USE IN R3 FOR   |  |  |                         |
|   | PROVISION  | REQUIRED   | PROPOSED                |
| 13.2.2.1  | LOT AREA, Minimum  | a) 1,393.5 m <sup>2</sup> (15,000 ft <sup>2</sup> ) for the first four units<br>b) 264.8 m <sup>2</sup> (2,850.4 ft <sup>2</sup> ) for each additional unit thereafter   | 282.80 m2 (3,044.0 ft2) |
| 13.2.2.2  | LOT FRONTAGE, Minimum  | 20.1 m (66.0 ft.)  | 27.45 m (BLOCK-D)       |
| 13.2.2.3  | FRONT YARD, Minimum  | 6 m (19.7 ft.)   | 4.65 m (BLOCK-C)        |
| 13.2.2.4  | REAR YARD, Minimum   | 7.6 m (24.9 ft.)   | 7.60 m (24'-11")        |
| 13.2.2.5  | INTERIOR SIDE YARD, Minimum  | 6 m (19.7 ft.)   | 1.50 m (4'-11")         |
| 13.2.2.6  | EXTERIOR SIDE YARD, Minimum  | 6 m (19.7 ft.)   | 6.66 m (BLOCK-F)        |
| 13.2.2.7  | BUILDING HEIGHT, Maximum   | 10.5 m (34.5 ft.)  | T.B.D.                  |
| 13.2.2.8  | FLOOR AREA, Minimum<br>a) Bachelor/1 bedroom unit<br>b) 2 bedroom unit<br>c) 3 bedroom unit  | 51.1 m <sup>2</sup> (550.0 ft <sup>2</sup> )<br>60.4 m <sup>2</sup> (650.0 ft <sup>2</sup> )<br>74.3 m <sup>2</sup> (800.0 ft <sup>2</sup> ) plus 9.3 m <sup>2</sup> (100.0 ft <sup>2</sup> ) for each bedroom in excess of three bedrooms | T.B.D.                  |
| 13.2.2.9  | MAXIMUM NUMBER OF ATTACHED UNITS IN A ROW<br>i. Stacked Townhouses   | 6<br>6 (12 total units)  | 4<br>5 (10 total units) |
| 13.2.2.10   | <b>DISTANCES BETWEEN CLUSTER TOWNHOUSES</b><br>A face of a cluster townhouse block means one or the other of the longest walls of a said building. Each townhouse block shall be deemed to have two faces. A side of a townhouse block means one or the other of the shortest walls of a said building. Each townhouse block shall be deemed to have two sides.<br><br>The following provisions shall apply when two or more townhouse blocks are situated on one lot:<br><br>a) A minimum distance of 12 m (39.3 ft.) shall be maintained between any face of a townhouse block and any face of the same or another block.<br>b) A minimum distance of 6 m (19.7 ft.) shall be maintained between any face of a residential townhouse block and any side of the same or another block.<br>c) A minimum distance of 3 m (9.8 ft.) shall be maintained between any side of a residential townhouse block and any side of the same or another block. |  |                         |
| AMENITY SPACE   |  |  |                         |
| REQUIRED: 9.3 SQ.M X 10 UNITS: 93.0 SQ.M, 40 UNITS X 4.6 SQM: 184.0 SQ.M, TOTAL: 277.0 SQ.M   |  |  |                         |
| PROVIDED:   |  |  |                         |
| 1. COMMON AMENITY: APPROX. 197.0 SQ.M   |  |  |                         |
| 2. EACH UNIT: MIN APPROX. 26.0 SQ.M IN THE REAR YARD (MAX REQUIRED IS 9.3 SQ.M FOR EACH UNITS)  |  |  |                         |

| LEGEND : |   | BUILDING                            | UNITS    |
|----------|---|-------------------------------------|----------|
| S.L.T.   | SIGHT LIGHT TRIANGLE                          | A (2 STOREY STACKED TOWNHOUSE)      | 10       |
|          | CONCRETE SIDEWALK                             | B (2 STOREY STACKED TOWNHOUSE)      | 10       |
|          | SWM   | C (2 STOREY STACKED TOWNHOUSE)      | 8        |
|          | PAINTED LINES                                 | D (CLUSTER TOWNHOUSE )              | 3        |
|          | PROPERTY LINE                                 | E (CLUSTER TOWNHOUSE )              | 3        |
|          | ACCESSIBLE PARKING SPACE                      | F (CLUSTER TOWNHOUSE )              | 4        |
|          | MOUNTABLE CURB/ CURB CUT/ DEPRESSED SIDE WALK | G (CLUSTER TOWNHOUSE )              | 4        |
|          | SOD   | H (CLUSTER TOWNHOUSE )              | 4        |
|          | MEDIUM TREE                                   | I (CLUSTER TOWNHOUSE )              | 4        |
|          | SHRUBS  |                                     |          |
|          |   | CLUSTER TOWNHOUSE                   | 22       |
|          |   | 2 STOREY STACKED TOWNHOUSE          | 28       |
|          |   | TOTAL UNITS                         | 50       |
|          |   | REQUIRED PARKING                    |          |
|          |   | 2 STOREY STACKED TOWNHOUSE (28X1.5) | 42       |
|          |   | CLUSTER TOWNHOUSE(22X1.5)           | 33       |
|          |   | TOTAL REQUIRED PARKING              | 75       |
|          |   | PROPOSED PARKING                    |          |
|          |   | CLUSTER TOWNHOUSE GARAGE            | 22       |
|          |   | CLUSTER TOWNHOUSE DRIVEWAY (TANDEM) | 6 (22/4) |
|          |   | SURFACE REGULAR PARKING             | 45       |
|          |   | SURFACE BARRIER FREE PARKING        | 4        |
|          |   | TOTAL PROPOSED PARKING              | 77       |



| KEY PLAN |            | SITE              |
|----------|------------|-------------------|
| NO.      | DATE       | REVISION          |
| 1        | 2023-01-05 | ISSUED FOR REVIEW |
| 2        | 2024-04-08 | ISSUED FOR REVIEW |

\* NOT FOR SITE PLAN APPROVAL

\* NOT FOR CONSTRUCTION

\* ONLY FOR PRELIMINARY DISCUSSION



PROJECT & CLIENT  
  
645 MARTIN ST  
MOUNT FOREST  
TOWNSHIP OF WELLINGTON NORTH

DRAWING TITLE  
  
**SITE PLAN  
CONCEPT**

|             |                 |
|-------------|-----------------|
| DRAWING NO. |                 |
| OP-4        |                 |
|             | SCALE :- 1:1000 |

**B. M. ROSS AND ASSOCIATES LIMITED****Engineers and Planners**

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

File No. 18279

**BY EMAIL ONLY**

May 11, 2021

**Travis Burnside, P. Eng.**

Cobide Engineering Inc.  
 517 10<sup>th</sup> Street  
 Hanover, ON N4N 1R4

**Re: Sunvale Homes subdivision  
 (John Welton Custom Homebuilding Ltd.)  
 Draft Plan 23T-20203 Submission Review**

We received a Draft Plan application package from the Township in October 2020 for this proposed 124-unit residential subdivision + a cluster townhouse Block (9.793ha total development area). We have collaboratively completed a review, receiving input from the Township and County, focusing on the following Draft Plan and civil engineering submissions:

- Draft Plan of Subdivision drawing prepared by Cobide Engineering Inc. and signed by Van Harten Surveying Inc., dated October 9, 2020.
- Sunvale Homes, Functional Servicing Report, dated September 2020 (seal date of 9/16/2020), as prepared by Cobide Engineering Inc., including the following appended drawings:
  - Proposed Servicing Plan
  - Preliminary Grading Plan
- Sunvale Homes, Stormwater Management Report, dated September 2020 (seal date of 9/16/2020), as prepared by Cobide Engineering Inc.

Based on our review, we provide you with the following comments on behalf of the Township of Wellington North.

1. The Township intends to request a condition of Draft Plan approval that requires “Environmental Warnings/Restrictions” be registered on title for the proposed residential lots, to ensure Purchasers are aware of the adjacent land uses (i.e., WWTP and its driveway) and associated potential occurrences of odours, noise, traffic, etc.

Z:\18279-Wellington\_North-Cork\_St\_Subdivison\_Review\Projects\18279-2021-05-12-SunvaleHomes-Let-Cobide.docx

GODERICH

MOUNT FOREST

SARNIA



2. The Township intends to require the Developer provide a buffer between the subdivision and the WWTP/driveway. This will include the need for privacy fencing, and consideration should be given to tree plantings south of the subdivision. A condition of Draft Plan approval will be included pertaining to this requirement.
3. There is a closed landfill site adjacent to the subdivision. It is our understanding County Solid Waste Services requires mitigation measures be implemented or else a revised Guideline D-4 Study provided that demonstrates mitigative measures are not required. In addition, please note that the proposed storm sewer outlet for this subdivision is shown passing alongside the landfill site (and maybe a SPS overflow sewer?). There may be the potential those works could become a corridor for leachate and methane gas migration. The D-4 Study should address this matter as well, and any required mitigative measures identified.
4. Draft Plan drawing:
  - a. Street line radii should be shown for all horizontal curves and intersections.
  - b. Horizontal curves for local residential streets are to have a minimum inside edge of pavement radius of 13.75m. Therefore, the minimum inside street line radius at horizontal curves shall be 8m. The current Draft Plan does not appear to meet this requirement. This should be revised.
  - c. Provide 0.3m reserves along the southerly side of Lots 33 to 44 and Block 125, and along easterly side of Lot 117.
  - d. The existing drainage easement encroaches into Lots 113 & 116. How is this being addressed?
  - e. Show a 7.5m x 7.5m daylighting triangle at the southeasterly corner of Block 125, to be deeded to the Township.
5. Water servicing:
  - a. You indicate fire flow rates for single family homes is 4000 L/min (i.e., 66.7 L/s). What level of fire protection is required for semis and townhouses? If higher flow rates are required, then likely 200mm dia. watermain will be required.
  - b. You indicate the distribution system hydraulics should be based on a pipe roughness coefficient value of 130. Please clarify since that does not conform to MECP Drinking-Water System Guidelines Table 10-1. Our system model is based on those guidelines.
6. Sanitary servicing:
  - a. The SPS overflow sewer size, grade and route should be shown, including confirmation the outlet will not be subject to flooding and explain how residential basements will be protected from sewage backups.
  - a. Proposed Sewage Pumping Station (SPS).
    - i. Clarity needs to be given about the intended design peak pumping capacity of the SPS. It is also noted that there is no indication that Block 125 will be discharging to the SPS, but the calculations appear to include Block 125.

- ii. Location and proximity to residential dwellings: provide comments on how odours (i.e., from the wetwell vents), noise (i.e., from the generator and from building fans), and aesthetics (building exterior finish/appearance) will be addressed.
- b. A standard condition of Draft Plan approval will require clearance from the Township that there is adequate sewage capacity for the subdivision. Please make the Developer aware of the Township's current sewage allocation policy, which limits sewage allocation applications to once a year prior to the end of April. Also, the Developer should be aware that there are quite a number of development interests in Mount Forest in comparison to the WWTP reserve capacity. Currently, there is sufficient sewage reserve capacity for this subdivision, but that could change as development interests materialize.

## 7. Stormwater Management

- a. Uncontrolled westerly surface runoff: While pre-consultation discussions acknowledged it may be impractical to collect and convey all surface runoff to a suitable municipal outlet, and while your calculations demonstrate post-development peak runoff rates and volumes to the property west of the site will be below pre-development levels, the following should be addressed.
  - i. Normally under such situations, the Township requires all or most of the impervious areas of a development to still be captured and controlled. This does not appear to be achieved for Lots 19 to 33, based on the shown lot grading design and assumed location of downspouts for these walkouts/back splits.
  - ii. Your report Section 6.3 indicates this westerly runoff will not be concentrated in a single location. However, it appears runoff from approximately Lots 19 to 27 will concentrate opposite Lot 21, and Lots 27 to 33 will concentrate opposite Lot 31, due to extraneous grading and drainage patterns. Demonstration needs to be provided that runoff rates and volumes to each of these low-lying areas will be less than or equal to pre-development conditions.
- b. It appears the density of this development will be increased due to the proposed zoning amendments that will reduce various setbacks and, hence, increase the building envelopes, and the degree of imperviousness is therefore expected to be higher. Please check your appended calculations for impervious percentages, and confirm in particular that the rooftop areas are appropriate. Justification should be provided if not using the maximum building envelope sizes in these impervious area calculations.
- c. Comment on how reduced setbacks will impact on the Township's servicing standards drawing G1 that requires grade at dwelling to be minimum 450mm higher than highest front lot elevation. What will be achieved? Demonstrate major runoff conveyance will be accommodated along roadways in particular at/near roadway sags.
- d. An emergency spill route should be shown on your drawings from the Block 126 ponding area.
- e. The existing drainage ditch, from the existing Cork Street 900mm dia. storm sewer outlet to the 800mm dia. CSP culvert that crosses the WWTP driveway, needs to be

- evaluated, to confirm conveyance capacity within the drainage easement. We note that your model does not include the large extraneous catchment area for that ditch and, hence, peak flow rates in your model are not reflective of actual much higher flow rates through that watercourse and to the South Saugeen River.
- f. Quality control: An OGS structure is proposed to service the main part of the subdivision (7.32ha). MECP Guidelines suggest use of OGS for areas up to 2ha. Provide justification for use of an OGS for this subdivision.
  - g. More information is required pertaining to Block 125 SWM and runoff conveyance.
    - i. There is no indication that quantity control is proposed.
    - ii. The model indicates Block 125 will discharge to the existing drainage ditch (i.e., to the inlet side of the existing 800mm dia. CSP WWTP driveway culvert), although Section 5.2 suggests internal storm sewers for Block 125 may instead be connected to the existing 900mm dia. Martin Street outlet sewer, which discharges to the existing drainage ditch downstream of the 800mm dia. CSP.
    - iii. Therefore, the existing drainage ditch needs to be evaluated due to the absence of SWM control and the increased impervious area contribution, which will increase the peak runoff rate (as demonstrated by Catchment 101 pre-development peak runoff of 112.95 L/s vs. Catchment 202 post-development peak runoff of 151.09 L/s, for the 100-year storm, with Catchment 202 even being a reduced area in the order of 58% of the Catchment 101 area). To properly evaluate that existing drainage system, the entire extraneous catchment area would need to be included.
    - iv. If proposing to connect Block 125 to the existing Martin Street sewer, the conceptual connection should be shown, it shown that it will not conflict with the existing sewage forcemain and watermain, and the capacity of that sewer confirmed. Given there will need to be storm sewer constructed on Cork Street when it is urbanized north of Martin Street, capacity should be reserved in that sewer for that road urbanization and for future development on the east side of Cork Street.
    - v. Method and ownership for Block 125 quality control should be indicated. Will all impervious areas be captured and conveyed to a quality control feature? Some grading information should be provided to demonstrate this is feasible.
    - vi. What will be the fate of Block 125 major storm runoff?
  - h. Supporting calculations should be provided to demonstrate that the existing receiving outlet ditch to the South Saugeen River, that is south of the proposed headwall, will be able to accommodate the increased uncontrolled peak discharges including erosion protection. It is noted that the current model does not yet include the extraneous areas contributing to that drainage ditch, including the areas serviced by the existing Cork Street and Martin Street storm sewers.
8. It is our understanding Block 125 (future cluster townhouses) will be subject to Site Plan Control at the time it is proposed to be developed. As such, detailed servicing and grading

information is not required at this time, but the following additional information should be provided and shown, to confirm its serviceability:

- a. Sanitary sewer connection. This should consider the depth of the existing Cork Street sanitary sewer, along with the possibility of the Township extending the 900mm dia. Cork Street storm sewer south to Martin Street which may conflict with a gravity service connection (i.e., may have 1.0m or less of cover available).
  - b. Watermain connection
  - c. Storm sewer connection
  - d. Clarify responsibility for maintenance of the existing drainage easement that passes through Block 125 as well as the small portion of Block 125 that lies to the north of the existing drainage easement.
9. As indicated in the Township's servicing standards, a geotechnical investigation should be completed. It is noted that the presence of a groundwater seepage area is an indication of a high water table so there is a need to evaluate subsurface conditions to confirm basement elevations and method of managing foundation drainage. The borehole investigation should take into consideration the depth of the proposed SPS wetwell. Boreholes should be completed along extraneous servicing routes. The requirements of the Excess Soils Regulation will should be addressed in the report.
10. Property ownership and permissions for all proposed external works needs to be checked by the Developer, including the sewer and ditch routes to the South Saugeen River.
11. Minor report checks and corrections:
- a. Functional Servicing Report, Section 4, 2<sup>nd</sup> last paragraph: "An inlet basin...in Block 126..."
  - b. SWM Report, Table 6.1, the Discharge Point #1 25-year post flow is 883 not 833
  - c. SWM Report, Table A.1, catchment 102 description should say "west" and not east.
  - d. SWM Report, Tables A.2 & B.2 plotted incorrectly - incomplete tables.
  - e. SWM Report, Table B.3, Catchment 202 impervious area total should be 0.41ha

Please also find enclosed marked-up drawings with additional matters that should be considered.

If you have any questions, please contact us.

Yours very truly

B. M. ROSS AND ASSOCIATES LIMITED

Per



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Frank Vanderloo, P.Eng.

FCV:fcv

Encls.

**Sunvale Homes subdivision  
(John Welton Custom Homebuilding Ltd.)  
Draft Plan 23T-20203 Submission Review**

**Additional comments for Developer Engineer's consideration**

The following comments are provided to Cobide for their awareness. Generally, these comments are intended to be given consideration by Cobide at the time of future detailed engineering submissions after Draft Plan approval. However, Cobide should consider if some of these items have implications to future submissions pertaining to the Draft Plan application.

1. Block 125 is shown to be a future cluster townhouse development. It is noted that it will be subject to future Site Plan Control requirements. The current review of the Draft Plan submission in no way construes Township agreement with the layout and number of residential units as shown. There are potential issues with the shown concept:
  - a. Entrance may conflict with development interests on the east side of Cork Street that requires a different entrance location.
  - b. Driveway cul-de-sac is very close to the WWTP driveway, and may cause drainage or snow removal issues that impact the WWTP driveway.
  - c. Shown buildings may need additional setback from the existing drainage ditch easement.
2. Block 127 walkway: Developer will be responsible for this walkway including, but not limited to, grading/drainage, sidewalk, fencing and bollards.
3. The Developer will be required to urbanize and/or contribute to the costs for urbanizing Cork Street.
4. Shown hydrant spacing in some spots is greater than the Township's maximum spacing of 150m, which must be met.
5. A SPS is proposed to service this development. It should be noted that the design criteria outlined in Section 3.5 of the Functional Servicing Report is subject to revision by the Township at the time of future detailed engineering submissions. That Section should be revised to note this. Specific components of that SPS that will also need to be taken into consideration at the detailed design stage:
  - a. Location and proximity to residential dwellings: odours (wetwell vent), noise (generator; building fans), aesthetics (building exterior finish/appearance).
  - b. To confirm with Township/Operator use of soft start motor starters instead of VFDs.
  - c. Removable manual trash rack, or none?
  - d. Forcemain flushing connection.
  - e. Consideration for servicing by 3-phase power (is an existing hydro line along the WWTP driveway).

6. Lot grading and drainage

- a. The proposed rear yard storm sewer systems and swales will need to be evaluated to demonstrate minor and major storm runoff conveyance capacities.

7. SWM

- a. Environment Canada IDF curves represent existing storm conditions. For the future detailed engineering submission, the major design storm post-development model should be run using MTO IDF, as a climate change resiliency check.
- b. The inlet capacity of DICBMH1 will need to be checked, to ensure it can accommodate the design major storm peak flow. Some allowance for partial grate blockage would be appropriate.
- c. Quality control
  - i. An ADS Model FD8-HC OGS is proposed. This would be subject to review and approval by the Township.
  - ii. Supporting information will be required to demonstrate the OGS for this >2ha service area has been designed for a reasonable maintenance frequency (i.e., annual clean-outs).
- d. Erosion control measures for all watercourses.

8. Storm sewer

- a. Design calculations will be required for the storm sewers based on the Township's servicing standards criteria, and this includes using MTO IDF rainfall curves. This could be clarified in Section 4 of the Functional Servicing Report.
- b. Consideration could be given to replacing and combining the existing 950mm dia. CSP walking trail culvert with the last segment of the proposed 900mm dia. outfall sewer. Consult with the Township at the time of detailed design.

Please also find enclosed marked-up drawings with additional matters that should be considered.



## COUNTY OF WELLINGTON

PLANNING AND DEVELOPMENT DEPARTMENT  
 ALDO L. SALIS, M.Sc., B.E.S., MCIP, RPP, DIRECTOR  
 T 519.837.2600  
 T 1.800.663.0750  
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ADMINISTRATION CENTRE  
 74 WOOLWICH STREET  
 GUELPH ON N1H 3T9

### NOTICE OF DECISION Application for Approval of Draft Plan of Subdivision Under Subsection 51(37) of the Planning Act

Approval Authority: County of Wellington

File Number: 23T-20203 - John Welton Custom Homebuilding Ltd.

**IN THE MATTER OF AN APPLICATION** for Draft Plan of Subdivision being Township of Wellington North Part Park Lots 10, 11 & 12 South of Princess Street, Plan Town of Mount Forest & Part of Park Lots I, K & L MacDonald's Survey & Part of Division 1 of Lot 2 Concession WOSR; Mount Forest in the County of Wellington

**TAKE NOTICE** that the Corporation of the County of Wellington gave approval for an application for draft plan of subdivision Wellington County File No. 23T-20203 on the under Section 51(31) of the Planning Act, R.S.O. 1990, c.P.13, as amended in respect of Township of Wellington North Part Park Lots 10, 11 & 12 South of Princess Street, Plan Town of Mount Forest & Part of Park Lots I, K & L MacDonald's Survey & Part of Division 1 of Lot 2 Concession WOSR; Mount Forest in the County of Wellington subject to conditions of approval.

**PUBLIC INPUT:** There were written submissions received and considered by the County of Wellington. No oral submissions were made at the Public Meeting in support or opposition to the proposed draft plan of subdivision.

**RELATED APPLICATIONS** – Township of Wellington North By-law 021-23 in effect March 20, 2023

**AND TAKE NOTICE** that under Section 51(39) of the Planning Act a specified person or public body may appeal the decision to approve or refuse the draft plan of subdivision, the lapsing provision (if applicable) or any of the conditions of the approval of the draft plan of subdivision (is applicable) to the Ontario Land Tribunal, by filing with the Director of Planning and Development for the County of Wellington, not later than **MAY 3, 2023 at 4:00 p.m.** a written notice of appeal setting out the reasons for appeal, accompanied by a certified cheque or money order the applicable fee of \$1100.00, made payable to the Minister of Finance of Ontario.

**AND THAT** the applicant or any public body may, at any time before the approval of the final plan of subdivision, under Section 51(58) of the Planning Act, appeal any of the conditions imposed by the Corporation of the County of Wellington by filing with the Director of Planning and Development a written notice of appeal that must set out the reasons in support of the appeal, accompanied by a certified cheque or money order the applicable fee of \$1100.00, made payable to the Minister of Finance of Ontario.

#### PLANNING ACT REGULATIONS (O.Reg 544/06, as amended)

##### Section 9(4)

- i. You will be entitled to receive notice of any changes to the conditions of approval of the draft plan of subdivision if you have either made a written request to be notified of the decision to approve or refuse to approve the draft plan of subdivision, or made a written request to be notified of changes to the conditions of approval of the draft plan of subdivision.
- ii. No person or public body shall be added as a party to the hearing of an appeal regarding any changes to the conditions of approval unless the person or public body, before the approval authority made its decision, made oral submissions at a public meeting or written submissions to the approval authority, or made a written request to be notified of the changes to the conditions or, in the Ontario Land Tribunal's opinion, there are reasonable grounds to add the person or public body as a party.

##### Section 9(5)

- i. Only individuals, corporations or public bodies may appeal decisions in respect to a proposed plan of subdivision to the Ontario Land Tribunal. A notice of appeal may not be filed by an unincorporated association

or group. However, a notice of appeal may be filed in the name of an individual who is a member of the association or group on its behalf.

- ii. No person or public body shall be added as a part of the hearing of the appeal of the decision of the approval authority, including the lapsing provisions or the conditions, unless the person or public body, before the decision of the approval authority, made oral submissions at a public meeting or written submissions to the council, or made a written request to be notified of changes to the conditions or, in the Ontario Land Tribunal's opinion, there are reasonable grounds to add the person or public body as a party.

A copy of the draft plan, decision, including the conditions, is attached. Additional information regarding the proposed plan of subdivision is available to the public for inspection in the Planning and Development Department of the County of Wellington, as well as at the Municipal Offices for the Township of Wellington North, during regular business hours.

**DATED** at the City of Guelph, County of Wellington Administration Centre, this April 13, 2023



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Aldo L. Salls, MCIP, RPP  
Director of Planning and Development

**THE CORPORATION OF THE COUNTY OF WELLINGTON  
DECISION OF THE CORPORATION OF THE COUNTY OF WELLINGTON**

With respect to an application by John Welton Custom Homebuilding Ltd. pursuant to the provisions of Section 51 of the Planning Act, R.S.O. 1990 as amended for approval of a plan of subdivision, being Part Park Lots 10, 11 & 12 South of Princess Street, Plan Town of Mount Forest & Part of Park Lots I, K & L MacDonald's Survey & Part of Division 1 of Lot 2 Concession WOSR, Mount Forest, now Township of Wellington North in the County of Wellington. The Corporation of the County of Wellington has granted draft approval to this draft plan of subdivision subject to the following conditions of draft approval:

**CONDITIONS OF APPROVAL FOR  
DRAFT PLAN OF SUBDIVISION 23T-20203**

| No. | Condition   |
|-----|---|
| 1   | THAT this draft approval applies to the draft plan of subdivision, County of Wellington File No. 23T-20203 Project drawing No. 00702-DP1, last revised on April 5, 2023 by Cobide Engineering Inc., Luke Wilcox, OLS, and showing: 63 single detached residential lots; 30 semi-detached residential lots; 36 townhouse residential lots; Multi-Family residential Block 130 (12 units); Open Space Block 131; Walkway Block 132; Streets A-E; 1 ft Reserve and Daylight Blocks 133-137; total land area being 9.776 ha.  |
| 2   | THAT the plan proposed for registration for any phase within the subdivision shall be reviewed and accepted by the Township of Wellington North prior to the County of Wellington's granting final approval of such plan or phases.   |
| 3   | THAT the street(s) shown and any reserves in this draft plan shall be dedicated to the Township of Wellington North. They shall be named to the satisfaction of the Township of Wellington and where those streets are not extensions of existing streets that such new street names shall not be duplicates in spelling or phonetic sounding of street names elsewhere in the County of Wellington.  |
| 4   | THAT such easements, conveyances, and/or agreements as may be required for servicing, access, utility or drainage purposes shall be granted to the appropriate authority.   |
| 5   | THAT prior to final approval by the County of Wellington, the County of Wellington is to be advised by the Township of Wellington North that appropriate zoning is in effect for this proposed subdivision.   |
| 6   | <p>THAT the Owner enter into a subdivision agreement with the Township of Wellington North for the purposes of satisfying all the requirements of the Township, financial and otherwise including but not limited to the provision of roads, signage and the installation of municipal services, the planting and preservation of trees, and stormwater management and drainage. The agreement shall be registered against the lands to which it applies; and that a copy of the subdivision agreement as registered be filed with the County. Without limiting the generality of the foregoing, the agreement shall contain wording to the satisfaction of the Township that addresses the following matters:</p> <ul style="list-style-type: none"> <li>a) Contain phasing arrangements acceptable to the Township of Wellington North.</li> <li>b) Contain provisions whereby the Owner shall prepare and implement a construction traffic access and control plan for all phases of servicing and building construction to the satisfaction of the Township and include provisions that all damage or maintenance required to surrounding streets as a result of such traffic shall be at the Owner's cost.</li> <li>c) Provide for the installation of a piped water supply system and a piped waste water collection system, subject to the approval of the Ministry of the Environment,</li> </ul> |

- Conservation and Parks, and furthermore, shall provide for the Township of Wellington North to assume ownership and operation of the system.
- d) Contain wording to the effect that all agreements of purchase and sale shall contain wording advising that all persons who make first purchases of land within the plan of subdivision after final approval of the subdivision plan, are informed when land is transferred, of all the development charges related to this development.
  - e) Contain wording to the effect that all agreements of purchase and sale shall include wording advising purchasers that the lands adjacent to the subdivision are being utilized for normal agricultural operations that may result in noise, dust, odour and other potential nuisances associated with agricultural uses. These normal farm practices may occasionally affect the living environment of residents in close proximity to agricultural operations.
  - f) Contain wording to the effect that all agreements of purchase and sale shall include wording advising purchasers that the lands adjacent to the subdivision are being utilized for Township recreational operations (identifying current conditions and future expansion of operations) that may result in noise, light, dust and other potential nuisances associated with recreational operation uses. These recreational operations may occasionally affect the living environment of residents in close proximity to the Township recreational area.
  - g) Contain wording to the effect that all agreements of purchase and sale shall include wording advising purchasers that Environmental Warnings/Restrictions will be registered on title pertaining to adjacent land uses (i.e. WWTP and its driveway; closed landfill site) and operations (identifying current conditions and future expansion operations), and associated potential occurrences of odours, noise, traffic, etc. These operations may occasionally affect the living environment of residents in closer proximity to the Township WWTP and closed landfill site.
  - h) Contain provisions whereby the Owner shall implement recommendations of the final Environmental Impact Statement, and addendums prepared by AWS Environmental Consulting Inc. to the satisfaction of the Township of Wellington North.
  - i) Contain provisions whereby the Owner shall implement the recommendations of the final Tree Preservation Plan and Environmental Implementation Plan (EIP) including the posting of securities to the satisfaction of the Township of Wellington North.
  - j) Contain provisions whereby the Owner shall implement a buffer plan for the rear of lots 33 to 45 which shall include privacy fencing on the rear lot line and tree plantings on the adjacent lands to the satisfaction of Township of Wellington North.
  - k) Contain provisions to address the provision of adequate sidewalks, lighting and snow removal and which are satisfactory to the Upper Grand District School Board and to the Township of Wellington North in respect of the means whereby the children can walk safely to school or to school bus "student collection areas".
  - l) Provide for the completion of a Noise Impact Study by the Owner addressing any impacts from the adjacent municipal wastewater facility and Sports Complex (future pool, arena, ball diamond, soccer fields and playground) and the implementation of any recommendations of the final approved noise study to the satisfaction of the Township of Wellington North.
  - m) Provide for the preparation of an updated and final Traffic Impact Study by the Owner that includes evaluating external student/pedestrian traffic and crossings and the implementation of the recommendations of the study through the detailed design process and to the satisfaction of the Township of Wellington North.
  - n) Contain provisions that the Owner shall design, secure, construct and obtain necessary approvals for a sewage pumping station to serve the development on Township owned lands south of the subdivision to the satisfaction of the Township of Wellington North.
  - o) Provide for the submission, to the satisfaction and approval of the Township of Wellington North, of design drawings and supporting information to address the requirements of the proposed development including roads, boulevards, pedestrian access, municipal servicing, drainage/SWM, utilities, landscaping/tree preservation,

signage, external works required to support the development, and any other requirement of approval agencies.

- p) That prior to the initiation of any site grading or servicing and prior to final approval, the owner must submit updated and final detailed hydrogeological and geotechnical investigation reports for the site prepared by qualified Engineers to the satisfaction of the Township. The reports shall provide an assessment of proposed groundwater recharge mitigative measures on the identified seeps and on the lot buildings and structures. The reports shall provide an assessment of groundwater levels as well as establishing design high groundwater elevations on a lot by lot basis. The recommended high groundwater elevation for each lot is intended to ensure a minimum vertical separation from the underside of the proposed footing elevation to the seasonal high groundwater elevation at a given lot of 0.3m. Proposed lot grading plans for the development shall provide the minimum recommended separation on all lots. The geotechnical report shall establish the structural fill requirements on a lot by lot basis which shall be incorporated on detailed lot grading plans. The geotechnical report shall assess the proposed sewage pumping station site.

- 7 THAT prior to final approval and registration of any phase of the plan, the Township of Wellington North shall confirm to the satisfaction of the County of Wellington that an adequate water supply and sewage capacity is available and has been allocated for the applicable plan or phase.
- 8 THAT the owner shall make satisfactory arrangements with the appropriate provider of telephone, natural gas, cable television and other utilities for the provision of such services to this plan of subdivision to the satisfaction of the Township of Wellington North.
- 9 THAT Block(s) 131 (Open Space), 132 (Walkway), 133 (Daylight Triangle), and 134 - 137 (0.3 m Reserves) on the draft plan of subdivision shall be conveyed to the Township of Wellington North free and clear of encumbrances.
- 10 THAT a Holding (H) Provision shall be put in place on lands, or part thereof, to the satisfaction of the Township of Wellington North which will not permit the issuance of building permits until the following matters have been addressed to the satisfaction of Council:
  - a) Municipal water and sewage servicing including sufficient reserve capacity is or will be made available to the land and which has been allocated by the Township for this development, or part thereof.
  - b) Stormwater management issues have been adequately addressed;
  - c) A detailed engineering design has been approved and the necessary development agreement(s) have been entered into with the Township.
  - d) A D-4 Compatibility Study has been completed to the satisfaction of the County of Wellington Solid Waste Services Division related to the adjacent landfill site.
- 11 THAT the Owner provide trail connections from Block 132 to the existing Saugeen Trail path to the northwest of the development and across Open Space Block 131 and along Martin St. to the Saugeen Trail on the adjacent property. The trail connections shall be included in the subdivision engineering drawings and secured in the subdivision agreement to the satisfaction of the Township of Wellington North.
- 12 THAT the Owner provide buffering in the form of a minimum 1.8m high privacy fencing along the rear of Lots 33 to 45 and tree plantings on the adjacent lands between the rear of lots 33 to 45 and Martin St. (which serves as the driveway to the sewage treatment plant). The buffering plan shall be included in the subdivision engineering drawings and secured in the subdivision agreement to the satisfaction of the Township of Wellington North.
- 13 THAT the Owner provide a letter of understanding to the satisfaction of the Township of Wellington North confirming roles/responsibilities/cost sharing agreed upon for the completion of

the design and construction of Cork Street urbanization, improvements and sidewalk construction on east side of Cork Street including connections to Martin Street and Princess Street.

- 14 THAT the Owner shall prepare a Tree Preservation Plan (TPP) to the satisfaction of the Township of Wellington North. The TPP shall include a pre-construction tree inventory of all live native trees >10cm within areas that will be impacted by the proposed development, a hazard tree assessment, compensation plantings, and identify trees to be removed, as well as trees to be retained, in relation to the most current site/grading plans. Compensation plantings shall be provided within Open Space Block 131 to replace trees that require removal in order to facilitate the development. The implementation of the TPP shall be secured in the subdivision agreement.
- 15 THAT the Owner shall prepare an Environmental Implementation Plan (EIP) in order to address rear-yard usage of the residential lots that directly abuts the edge of the significant woodland, west of the subject property. Compensation and enhancement of natural features within the subject property, invasive species control measures, hazard tree identification and removals, proper tree protection and erosion control fencing, post construction monitoring efforts, and the distribution of environmental stewardship brochures to homeowners should be addressed within the EIP to best minimize both construction and future impacts to the adjacent significant woodland. The implementation of the EIP shall be secured in the subdivision agreement.
- 16 THAT the Owner commit to following through on the methane mitigation recommendations identified in the report prepared by Wilson Associates dated March 15, 2017 to the satisfaction of the County, or that the Owner submit an updated Guideline D-4 Study prepared by a qualified professional to the satisfaction of the County of Wellington Solid Waste Services Division which demonstrates why these measures are not warranted.
- 17 THAT the Saugeen Valley Conservation Authority (SVCA) must be satisfied a Floodplain Study and Lot grading and Drainage Plan shows all new development is located outside the Hurricane Hazel Flood Event floodplain.
- 18 THAT the Saugeen Valley Conservation Authority must be satisfied with the final Stormwater Management Plan and Engineering Drawings, Hydrogeologic Study, Geotechnical Study, Site Plan and Landscaping/Planting Plan.
- 19 THAT the Saugeen Valley Conservation Authority must be satisfied with wording in the Subdivision Agreement that provides for the implementation of the final Stormwater Management Plan and Engineering Drawings, Hydrogeologic Study, Geotechnical Study, Site Plan and Landscaping/Planting Plan.
- 20 THAT the Owner acknowledges and agrees to convey any easement(s) as deemed necessary by Bell Canada to service this new development. The Owner further agrees and acknowledges to convey such easements at no cost to Bell Canada. The Owner agrees that should any conflict arise with existing Bell Canada facilities where a current and valid easement exists within the subject area, the Owner shall be responsible for the relocation of any such facilities or easements at their own cost.
- 21 THAT prior to final approval, the Owner/Developer shall provide written confirmation from an authorized service provider that communication/telecommunication facilities will be provided within the proposed development to enable, at a minimum, the delivery of communication/telecommunication services for emergency management services (i.e. 9-1-1 Emergency) in accordance with CRTC requirements.
- 22 THAT Upper Grand District School Board requests that the owner/developer comply with the following conditions:
  - That Education Development Charges shall be collected prior to the issuance of a

building permit(s).

- That the developer shall agree in the subdivision agreement that adequate sidewalks, lighting and snow removal (on sidewalks and walkways) will be provided to allow children to walk safely to school or to a designated bus pickup point.
- That the developer and the Upper Grand District School Board reach an agreement regarding the supply and erection of a sign (at the developer's expense and according to the Board's specifications) affixed to the permanent development sign advising prospective residents about schools in the area.
- That the developer shall agree in the subdivision agreement to advise all purchasers of residential units and/or renters of same, by inserting the following clause in all offers of Purchase and Sale/Lease:

"In order to limit liability, public school buses operated by the Service de transport de Wellington-Dufferin Student Transportation Services (STWDSTS), or its assigns or successors, will not travel on privately owned or maintained right-of-ways to pick up students, and potential busing students will be required to meet the bus at a congregated bus pick-up point."

23 THAT the owner/developer provide to Union the necessary easements and/or agreements required by Union for the provision of gas services for this project in a form satisfactory to Enbridge.

24 THAT the owner/developer shall complete to the satisfaction of Canada Post the following:

- The owner/developer will consult with Canada Post to determine suitable permanent locations for the placement of Community Mailboxes and to indicate these locations on appropriate servicing plans.
- The Builder/Owner/Developer will confirm to Canada Post that the final secured permanent locations for the Community Mailboxes will not be in conflict with any other utility; including hydro transformers, bell pedestals, cable pedestals, flush to grade communication vaults, landscaping enhancements (tree planting) and bus pads.
- The owner/developer will install concrete pads at each of the Community Mailbox locations as well as any required walkways across the boulevard and any required curb depressions for wheelchair access as per Canada Post's concrete pad specification drawings.
- The owner/developer will agree to prepare and maintain an area of compacted gravel to Canada Post's specifications to serve as a temporary Community Mailbox location. This location will be in a safe area away from construction activity in order that Community Mailboxes may be installed to service addresses that have occupied prior to the pouring of the permanent mailbox pads. This area will be required to be prepared a minimum of 30 days prior to the date of first occupancy.
- The owner/developer will communicate to Canada Post the excavation date for the first foundation (or first phase) as well as the expected date of first occupancy.
- The owner/developer agrees, prior to offering any of the residential units for sale, to place a "Display Map" on the wall of the sales office in a place readily available to the public which indicates the location of all Canada Post Community Mailbox site locations, as approved by Canada Post and the Township of Wellington North.
- The owner/developer agrees to include in all offers of purchase and sale a statement, which advises the prospective new home purchaser that mail delivery will be from a designated Community Mailbox, and to include the exact locations (list of lot #s) of each of these Community Mailbox locations; and further, advise any affected homeowners of any established easements granted to Canada Post.

- The owner/developer will be responsible for officially notifying the purchasers of the exact Community Mailbox locations prior to the closing of any home sales with specific clauses in the Purchase offer, on which the homeowners do a sign off.
- 25 THAT the applicant is required to enter into a construction Agreement with Wellington North Power which includes provisions:
- That the applicant's electrical distribution system plans must meet Wellington North Power Standards for design and construction.
  - That all electrical plans must be reviewed and approved by Wellington North Power.
- 26 THAT the Owner shall provide to the County of Wellington an AUTOCAD "dwg" digital file of the final plan to be registered.
- 27 THAT the Owner's surveyor provides to the County of Wellington a copy of the deposited Reference Plan submitted to the Land Registry/Titles Office for Wellington (No. 61) for "First Registration Under the Land Titles Act, R.S.O. 1990, c.L.5".
- 28 THAT the Owner's surveyor shall provide to the County of Wellington a written undertaking to provide to the County of Wellington a mylar, 2 white prints and electronic version of the final plan of subdivision as registered in the Land Titles Office for Wellington (No. 61) should such documents not be forwarded to the County of Wellington by the local Land Registrar's office after registration of the plan.
- 29 THAT if final approval is not given to this draft plan No. 23T-20203 within five years of draft approval and if no extensions have been granted pursuant to subsection 51(33) of the Planning Act, draft approval shall lapse under subsection 51(32) of the Planning Act, R.S.O. 1990. If an extension is being requested, a written explanation together with a resolution from the Township of Wellington North must be received by the Director of Planning for the County of Wellington prior to the lapsing date APRIL 14, 2028.
- 30 THAT the County of Wellington be advised in writing by the Township of Wellington North that conditions 2 to 15 have been satisfied.
- 31 THAT the County of Wellington be advised in writing by the County of Wellington Solid Waste Services that condition 16 has been satisfied.
- 32 THAT the County of Wellington be advised in writing by the Saugeen Valley Conservation Authority that conditions 17 - 19 have been satisfied.
- 33 THAT the County of Wellington be advised in writing by Bell (telecommunication provider) that condition 20 has been satisfied.
- 34 THAT the County of Wellington be advised in writing by Upper Grand District School Board that condition 22 has been satisfied.
- 35 THAT the County of Wellington be advised in writing by Enbridge that condition 23 has been satisfied.
- 36 THAT the County of Wellington be advised in writing by Canada Post that condition 24 has been satisfied.
- 37 THAT the County of Wellington be advised in writing by Wellington North Power that condition 25 has been satisfied.

- 38 THAT the Owner/Developer remit to the County of Wellington the applicable final approval fee when the final plan is being presented to the County of Wellington for the County's consideration for final plan approval.

#### NOTES to DRAFT APPROVAL

1. It is the applicant's responsibility to fulfill the conditions of draft approval and to ensure that the required clearance letters are forwarded by the appropriate agencies to the County of Wellington, quoting the County plan of subdivision file number (23T-20203).

2. Clearances are required from the following agencies:

**Township of Wellington North**  
**County of Wellington Solid Waste Services**  
**Saugeen Valley Conservation Authority**  
**Bell/Telecommunication Provider**  
**Enbridge Gas**  
**Upper Grand District School Board**  
**Canada Post**  
**Wellington North Power**

If the agency condition relates to a condition(s) in the subdivision agreement, a copy of the subdivision agreement should be sent to them. This will expedite the clearance of the final plan.

3. The costs of any relocations or revisions to Hydro facilities which are necessary to accommodate this subdivision will be borne by the developer.
4. An electrical distribution line operating at below 50,000 volts might be located within the area affected by this development or abutting this development. Section 186 - Proximity - of the Regulations for Construction Projects in the *Occupational Health and Safety Act*, requires that no object be brought closer than 3 metres (10 feet) to the energized conductor. It is the proponent's responsibility to be aware, and to make all personnel on site aware, that all equipment and personnel must come no closer than the distance specified in the Act. They should also be aware that the electrical conductors can raise and lower without warning, depending on the electrical demand placed on the line. Warning signs should be posted on the wood poles supporting the conductors stating "DANGER - Overhead Electrical Wires" in all locations where personnel and construction vehicles might come in close proximity to the conductors.
5. The Owner is advised to contact Bell Canada at [planninganddevelopment@bell.ca](mailto:planninganddevelopment@bell.ca) during the detailed utility design stage to confirm the provision of communication/telecommunication infrastructure needed to service the development.
6. It shall be noted that it is the responsibility of the Owner to provide entrance/service duct(s) from Bell Canada's existing network infrastructure to service this development. In the event that not such network infrastructure exists, in accordance with the Bell Canada Act, the Owner may be required to pay for the extension of such network infrastructure.
7. If the Owner elects not to pay for the above noted connection, bell Canada may decide not to provide service to this development.
8. Measurements in final plans may be presented in metric or imperial units of measurement.

9. The final plan approved by the County of Wellington must be registered within 30 days of final approval or the County of Wellington may withdraw its approval under subsection 51(59) of the Planning Act, R.S.O. 1990 as amended.
10. The Developer is hereby advised that prior to commencing any work within the Plan, the Developer must confirm that sufficient wire-line communication/telecommunication infrastructure is currently available within the proposed development to provide communication/ telecommunication service to the proposed development. In the event that such infrastructure is not available, the Developer is hereby advised that the Developer may be required to pay for the connection to and/or extension of the existing communication/telecommunication infrastructure, the Developer shall be required to demonstrate to the municipality that sufficient alternative communication/telecommunication facilities are available within the proposed development to enable, at a minimum, the effective delivery of communication/telecommunication services for emergency management services (i.e. 911 Emergency).
11. Payment of clearance letter fees may be required from the clearing agencies before the clearance letter is issued. Please contact the appropriate agency for information in this matter.

**B. M. ROSS AND ASSOCIATES LIMITED****Engineers and Planners**

Box 1179, 206 Industrial Drive

Mount Forest, ON, Canada N0G 2L0

p. (519) 323-2945 [www.bmross.net](http://www.bmross.net)

File No. 18279/23069

**BY EMAIL ONLY**

April 17, 2025

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

Township of Wellington North

7490 Sideroad 7 W, P. O. Box 125

Kenilworth, ON N0G 2E0

**Re: Cork Street Reconstruction and Sidewalk Extensions  
Opinion of Probable Cost**

As requested, in relation to two proposed Cork Street developments, we have prepared an estimate of the probable cost for the following:

- Reconstruction of Cork Street, between Martin Street and Melissa Crescent
- Sidewalk on Cork Street, from Melissa Crescent to Princess Street.
- Sidewalk on Martin Street, from Cork Street to the former Dublin Street.
- Sidewalk on North Water Street, from the former Dublin Street to Arthur Street

The work is generally depicted on the enclosed figures and detailed in the enclosed probable cost estimate tables. It is our understanding that the two proposed developments will be responsible for the cost of the proposed Cork Street works, and the allocation of those costs has been apportioned to these developments based on their proposed number of residential units.

If you have any questions, please contact us.

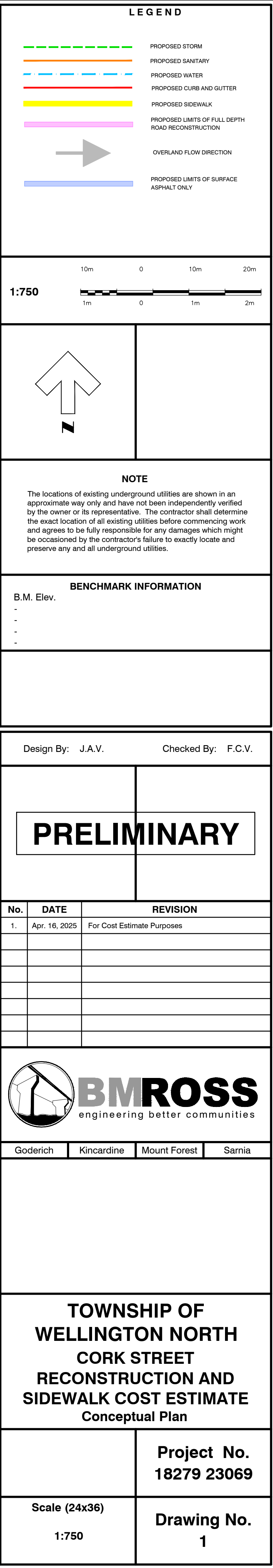
Yours very truly

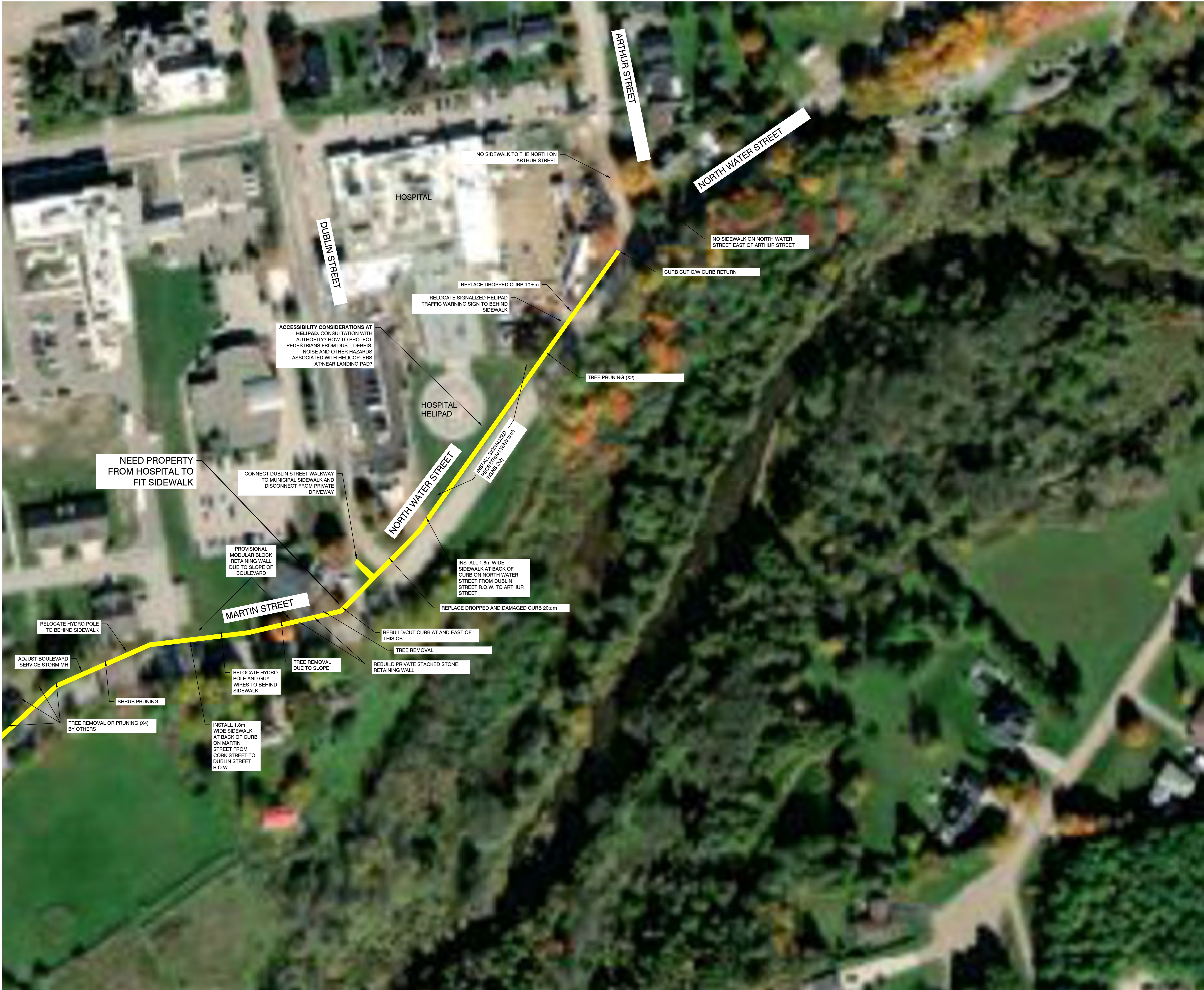
B. M. ROSS AND ASSOCIATES LIMITED

Per

Frank Vanderloo, P.Eng.

FCV:fcv





**LEGEND**

- PROPOSED STORM
- PROPOSED SANITARY
- PROPOSED WATER
- PROPOSED CURB AND GUTTER
- PROPOSED SIDEWALK
- PROPOSED LIMITS OF FULL DEPTH ROAD RECONSTRUCTION
- PROPOSED LIMITS OF SURFACE ASPHALT ONLY

10m 0 10m 20m

**1:750**

1m 0 1m 2m

**NOTE**

The locations of existing underground utilities are shown in an approximate way only and have not been independently verified by the owner or its representative. The contractor shall determine the exact location of all existing utilities before commencing work and agrees to be fully responsible for any damages which might be occasioned by the contractor's failure to exactly locate and preserve any and all underground utilities.

**BENCHMARK INFORMATION**

B.M. Elev.

-

-

-

Design By: J.A.V.      Checked By: F.C.V.

**PRELIMINARY**

| No. | DATE          | REVISION                   |
|-----|---------------|----------------------------|
| 1.  | Apr. 16, 2025 | For Cost Estimate Purposes |
|     |               |                            |
|     |               |                            |
|     |               |                            |
|     |               |                            |
|     |               |                            |
|     |               |                            |
|     |               |                            |

|          |            |              |        |
|----------|------------|--------------|--------|
| Goderich | Kincardine | Mount Forest | Sarnia |
|----------|------------|--------------|--------|

**TOWNSHIP OF WELLINGTON NORTH**

**MARTIN STREET AND NORTH WATER STREET SIDEWALK**

**COST ESTIMATE**

**Conceptual Plan**

|                               |                                   |
|-------------------------------|-----------------------------------|
|                               | <b>Project No.</b><br>18279 23069 |
| <b>Scale (24x36)</b><br>1:750 | <b>Drawing No.</b><br>2           |

**Township of Wellington North**  
**Cork Street Reconstruction (Martin Street to Melissa Crescent)**  
**Project No 18279 23069**

| ITEMS  | PROB. QTY.                        | UNIT   | UNIT PRICE   | AMOUNT                |
|--|-----------------------------------|--|--------------|-----------------------|
| <b>ROADWORK ITEMS</b>  |                                   |  |              |                       |
| Salt impacted soils (all other concentrations below Table 2.1 ESQS)  | 1,900.1                           | m³   | \$29.50      | \$56,051.88           |
| Soils above Table 1 ESQS and Table 2.1 ESQS (Provisional)  | 5% 94.7                           | m³   | \$84.00      | \$7,958.18            |
| Test holes for soil chemistry testing  | 21.0                              | Ea.  | \$84.00      | \$1,764.00            |
| Water for Compaction   | 140.0                             | m³   | \$19.75      | \$2,765.00            |
| Calcium Chloride Solid   | 1.4                               | t  | \$2,100.00   | \$2,940.00            |
| Gran. 'A'  | 1,050.0                           | t  | \$31.50      | \$33,075.00           |
| Gran. 'B' Type I   | 2,550.0                           | t  | \$22.00      | \$56,100.00           |
| Hot Mix HL-3   | 300.0                             | t  | \$240.00     | \$72,000.00           |
| Hot Mix HL-4   | 250.0                             | t  | \$185.00     | \$46,250.00           |
| Tack coat  | 2,210.0                           | m²   | \$2.00       | \$4,420.00            |
| Full depth asphalt removal   | 1,250.0                           | m²   | \$7.90       | \$9,875.00            |
| Adjust existing maintenance holes & catch basins to grade  | 14                                | Ea.  | \$680.00     | \$9,520.00            |
| Removal of Catch Basins  | 1                                 | Ea.  | \$600.00     | \$600.00              |
| Removal of concrete curb & gutter  | 5.0                               | m  | \$34.50      | \$172.50              |
| Place concrete curb and gutter (Machine Laid)  | 400.0                             | m  | \$86.00      | \$34,400.00           |
| Place Conc. Sidewalk (150mm)   | 450.0                             | m²   | \$125.00     | \$56,250.00           |
| Tactile surfaces 0.6 x 0.6   | 4                                 | Ea.  | \$320.00     | \$1,280.00            |
| Topsoil (imported)   | 1,600.0                           | m²   | \$20.00      | \$32,000.00           |
| Sodding (nursery, unstaked)  | 1,600.0                           | m²   | \$20.00      | \$32,000.00           |
| Roadwork Contingency   | 10%                               | L.S.   | \$459,400.00 | \$45,940.00           |
| <b>Sub-Total Roadwork</b>  |                                   |  |              | <b>\$505,361.56</b>   |
| <b>STORM SEWER ITEMS</b>   |                                   |  |              |                       |
| 300mm Storm Sewer HDPE, Granular Backfill  | 150.0                             | m  | \$325.00     | \$48,750.00           |
| 600mm x 600mm (705.010)  | 2                                 | Ea.  | \$3,450.00   | \$6,900.00            |
| Maintenance Hole - 1200mm (701.010)  | 3                                 | Ea.  | \$9,400.00   | \$28,200.00           |
| Maintenance Hole - 1500mm (701.011)  | 1                                 | Ea.  | \$13,400.00  | \$13,400.00           |
| Maintenance Hole - 1800mm (701.012)  | 1                                 | Ea.  | \$18,200.00  | \$18,200.00           |
| Supply for and place 150mm Filter wrapped perforated subdrain  | incls OPSD 809.010 440.0          | m  | \$34.50      | \$15,180.00           |
| Removal of storm sewer   | 20.0                              | m  | \$110.00     | \$2,200.00            |
| Straw Bale Check Dam (OPSD 219.180)  | 2.0                               | Ea.  | \$70.00      | \$140.00              |
| CLI Compliance   | CCTV, Mandrel, Photos etc 1       | L.S.   | \$5,990.00   | \$5,990.00            |
| Storm Sewer Contingency  | 10%                               | L.S.   | \$139,000.00 | \$13,900.00           |
| <b>Sub-Total Storm</b>   |                                   |  |              | <b>\$152,860.00</b>   |
| <b>WATERMAIN ITEMS</b>   |                                   |  |              |                       |
| 150mm Watermain PVC DR-18, Granular Backfill   | 30.0                              | m  | \$355.00     | \$10,650.00           |
| 150mm - 45 Degree Bend   | 8                                 | Ea.  | \$730.00     | \$5,840.00            |
| Hydrant set - 150mm dia main line  | Includes tee, valve and 6m main 1 | Ea.  | \$10,755.00  | \$10,755.00           |
| Watermain Contingency  | 10%                               | L.S.   | \$27,200.00  | \$2,720.00            |
| <b>Sub-Total Watermain</b>   |                                   |  |              | <b>\$29,965.00</b>    |
| <b>PROVISIONAL &amp; MISCELLANEOUS ITEMS</b>   |                                   |  |              |                       |
| Additional trench excavation in proposed trench bottom where unsuitable soils are encountered including r    | 24.5                              | m³   | \$53.00      | \$1,298.50            |
| Supply and place approved imported granular material in sewer trenches where native material is unsuitable   | 37.6                              | t  | \$41.50      | \$1,560.40            |
| Hydro Pole Relocation w/street light c/w 1 service drop or guy wire  | 2                                 | Ea.  | \$7,500.00   | \$15,000.00           |
| Cost of 100% Performance and 100% Labour and Material Payment Bonds and insurance                            | 2.7%                              | L.S.   | \$688,200.00 | \$18,800.00           |
| Traffic Control  | 2.3%                              | L.S.   | \$688,200.00 | \$15,800.00           |
| Lump sum to cover all other requirements of the contract not specifically covered by or related to the prece | 3.3%                              | L.S.   | \$688,200.00 | \$22,400.00           |
| Additional Budgeting Allowance (Contingencies)   | 10.0%                             | L.S.   | \$688,186.56 | \$68,800.00           |
| QP for Compliance with O. Reg 406/19   | QP & Document Submission 4.00%    | L.S.   | \$688,186.56 | \$27,500.00           |
| <b>Sub-Total Prov. &amp; Misc.</b>   |                                   |  |              | <b>\$171,158.90</b>   |
| <b>Probable Construction Cost</b>  |                                   |  |              | <b>\$859,345.46</b>   |
| <b>Design Stage CCTV of Sanitary Sewer and Storm Sewer</b>   |                                   |  |              | <b>\$6,500.00</b>     |
| <b>G-TEL field locates</b>   |                                   |  |              | <b>\$2,500.00</b>     |
| <b>Engineering Fees Fixed Rate</b>   |                                   |  |              | <b>16.0%</b>          |
| <b>Geotechnical Investigation</b>  |                                   |  |              | <b>2.00%</b>          |
| <b>Compliance with O. Reg 406/19</b>   |                                   |  |              | <b>2.00%</b>          |
| <b>Material and Compaction Testing</b>   |                                   |  |              | <b>2.00%</b>          |
| <b>Sub-Total Project Cost</b>  |                                   |  |              | <b>\$1,057,401.46</b> |
| <b>HST</b>   |                                   |  |              | <b>13.00%</b>         |
| <b>Total Probable Project Cost</b>   |                                   |  |              | <b>\$1,194,863.65</b> |
| Probable cost prepared by:   | <b>John Vanderloo</b>             | <b>HST Rebate</b>  | \$119,010.32 |                       |
| Date probable cost was printed:  | Thursday, April 17, 2025          | Class 5 Estimate. Design is 0% to 2% complete. End Usage is for a Conceptual |              |                       |

**Assumptions and Exclusions:**

1. Excludes cost of utilities if applicable (e.g. streetlighting, conflicts with gas/telecommunications).
2. Excludes potential ditch work, culverts, ditch inlets, and boulevard build-out to accommodate low areas on each side of the urbanized road if Cork Street reconstruction takes place before the adjacent development work is completed.
3. Assumes all sewer and watermain connections required by the two adjacent developments will be completed by those developers prior to Cork Street reconstruction.
4. Above higher engineering fee percentage is for additional work efforts related to pre-design cost estimate, cost sharing, negotiations, and communications related to the Cork Street development interests.
5. Excludes subdrain along where there is existing curb (or else would need to remove and replace curb and existing asphalt)
6. Excludes costs for any sanitary and storm sewer repairs that may be identified by the pre-design CCTV inspection.
7. Estimate includes allowance for lowering watermain at storm lateral crossings to achieve required spatial separation (although watermain may be behind curbline)

**Township Cost Sharing assumptions:**

|                           | No. units |         |
|---------------------------|-----------|---------|
| Mamta condo site          | 50        | 26.18%  |
| Sunvale Homes subdivision | 141       | 73.82%  |
| Total                     | 191       | 100.00% |

|  |    |                |
|--|----|----------------|
| Total budget amount recommended (HST included):  |    | \$1,194,900.00 |
| Less past contribution made by Betty Dee for Martin Street severances (i.e. Cork Street flankage of 673 Martin Street) | \$ | 16,300         |
| Less past contribution made by Padfield for Cork Street severances (553-579 Cork Street)                               | \$ | 29,100         |
| Net total amount   |    | \$1,149,500.00 |
| Mamta condo share based on number of residential units   | \$ | 300,916        |
| Sunvale Homes share based on number of residential units   | \$ | 848,584        |

**Township of Wellington North**  
**Cork Street Sidewalk (Melissa Crescent to Princess Street)**  
**Project No 18279 23069**

| ITEMS  | PROB. QTY.               | UNIT  | UNIT PRICE   | AMOUNT                     |
|--|--------------------------|---|--------------|----------------------------|
| <b>ROADWORK ITEMS</b>  |                          |   |              |                            |
| Salt impacted soils (all other concentrations below Table 2.1 ESQS)  | 100                      | m <sup>3</sup>  | \$ 30.00     | \$ 3,000.00                |
| Soils above Table 1 ESQS and Table 2.1 ESQS (Provisional)  | 10                       | m <sup>3</sup>  | \$ 85.00     | \$ 850.00                  |
| Test holes for soil chemistry testing  | 3                        | Ea.   | \$ 100.00    | \$ 300.00                  |
| Water for Compaction   | 5                        | m <sup>3</sup>  | \$ 20.00     | \$ 100.00                  |
| Gran. 'A'  | 120                      | t   | \$ 35.00     | \$ 4,200.00                |
| Removal of concrete sidewalk and drives  | 40                       | m <sup>2</sup>  | \$ 30.00     | \$ 1,200.00                |
| Place Conc. Sidewalk (150mm)   | 275                      | m <sup>2</sup>  | \$ 125.00    | \$ 34,375.00               |
| Place Conc. Sidewalk (200mm)   | 25                       | m <sup>2</sup>  | \$ 200.00    | \$ 5,000.00                |
| Place Conc. Drive (150mm) #552, 542, 540, 530, 532   | 20                       | m <sup>2</sup>  | \$ 155.00    | \$ 3,100.00                |
| Sawcut, excavate and restore Asphalt Driveway (50mm HL3F) #500, 512, 520, 522, 550                                     | 20                       | m <sup>2</sup>  | \$ 115.00    | \$ 2,300.00                |
| Remove and relay brick paving units for brick driveway including disposal #510   | 10                       | m <sup>2</sup>  | \$ 350.00    | \$ 3,500.00                |
| Salvage and restore wood curb along driveway   | 5                        | m   | \$ 100.00    | \$ 500.00                  |
| Tactile surfaces 0.6 x 0.6   | 6                        | Ea.   | \$ 350.00    | \$ 2,100.00                |
| Topsoil (imported)   | 100                      | m <sup>2</sup>  | \$ 20.00     | \$ 2,000.00                |
| Sodding (nursery, unstaked)  | 100                      | m <sup>2</sup>  | \$ 20.00     | \$ 2,000.00                |
| <b>Sub-Total Roadwork</b>  |                          |   |              | <b>\$ 64,525.00</b>        |
| <b>PROVISIONAL &amp; MISCELLANEOUS ITEMS</b>   |                          |   |              |                            |
| Hydro Pole Relocation w/transformer & street light c/w 4 service drops   | 1                        | Ea.   | \$ 12,500.00 | \$ 12,500.00               |
| Hydro Pole Relocation w/street light c/w 3 service drops   | 1                        | Ea.   | \$ 10,000.00 | \$ 10,000.00               |
| Utility Vault (and Pedestal) Relocation  | 2                        | Ea.   | \$ 3,500.00  | \$ 7,000.00                |
| Cost of 100% Performance and 100% Labour and Material Payment Bonds and insurance                                      | 5.00%                    | L.S.  | \$ 64,525.00 | \$ 3,300.00                |
| Traffic Control  | 5.00%                    | L.S.  | \$ 64,525.00 | \$ 3,300.00                |
| Lump sum to cover all other requirements of the contract not specifically covered by or related to the preceding items | 5.00%                    | L.S.  | \$ 64,525.00 | \$ 3,300.00                |
| Additional Budgeting Allowance (Contingencies)   | 10.00%                   | L.S.  | \$ 64,525.00 | \$ 6,500.00                |
| QP for Compliance with O. Reg 406/19   | 4.00%                    | L.S.  | \$ 64,525.00 | \$ 2,600.00                |
| <b>Sub-Total Prov. &amp; Misc.</b>   |                          |   |              | <b>\$ 48,500.00</b>        |
| <b>Probable Construction Cost</b>  |                          |   |              | <b>\$ 113,025.00</b>       |
| <b>G-TEL field locates</b>   |                          |   |              | <b>\$ 600.00</b>           |
| <b>Engineering Fees Fixed Rate</b>   |                          |   |              | <b>15.00% \$ 12,600.00</b> |
| <b>Compliance with O. Reg 406/19</b>   |                          |   |              | <b>2.00% \$ 1,700.00</b>   |
| <b>Material and Compaction Testing</b>   |                          |   |              | <b>2.00% \$ 1,700.00</b>   |
| <b>Sub-Total Project Cost</b>  |                          |   |              | <b>\$ 130,000.00</b>       |
| <b>HST</b>   |                          |   |              | <b>13.00% \$ 16,900.00</b> |
| <b>Total Probable Project Cost</b>   |                          |   |              | <b>\$ 146,900.00</b>       |
| Probable cost prepared by:   | <b>John Vanderloo</b>    | <b>HST Rebate</b>   | \$ 14,612.00 |                            |
| Date probable cost was printed:  | Thursday, April 17, 2025 | Class 5 Estimate. Design is 0% to 2% complete. End Usage is for a Conceptual budget |              |                            |

Approximately 160m running length

**Assumptions and Exclusions:**

1. Assumes 1.0m width of restoration adjacent to sidewalk (topsoil & sod, driveway, boulevard)
2. Assumes concrete sidewalk against back of curb. 1.8m width and 150mm thick concrete as per municipal servicing standards
3. At residential driveways, assumes that the existing Granular 'B' base of the driveway is left as is and not re-excavated.
4. 200mm thick concrete sidewalk at pedestrian crossing ramps with 200mm thick Granular 'A'.
5. Assumes restoration of driveways includes regrading the existing gravel base and placement of 50mm HL3F
6. Assumes that work is done as part of a larger project, and Excess Soils O. Reg 406/19 requirements apply to the excavated material.
7. Prices inflated for small work area that could be staged at a different time of a larger project.
8. Excludes photometric evaluation or any changes to existing street lighting.
9. It is noted that the new sidewalk placed against the existing curb will not have the curbing support of the sidewalk.
10. Pricing for hydro pole relocations assumed. Requires consultation with Wellington North Power. Assumes design by others and included in relocation price.
11. Pricing for utility vault relocations grossly assumed. Requires consultation with affected utilities. Excludes cost for any utility relocations that may be required.
12. It is assumed the Township will accept non-relocated existing hydro poles at/near the back of the sidewalk (i.e. with no or little clearance from the sidewalk)
13. Excludes any curb repairs unless otherwise noted (may be locations where replacement is desired since the sidewalk going at back of curb)
14. Excludes any OLS work required to establish property line

**Township Cost Sharing assumptions:**

|                           | No. units  |               |
|---------------------------|------------|---------------|
| Mamta condo site          | 50         | 26.18%        |
| Sunvale Homes subdivision | <u>141</u> | <u>73.82%</u> |
| Total                     | 191        | 100.00%       |

|  |    |         |
|--|----|---------|
| Total budget amount recommended (HST included):          | \$ | 146,900 |
| Mamta condo share based on number of residential units   | \$ | 38,460  |
| Sunvale Homes share based on number of residential units | \$ | 108,440 |

**Township of Wellington North**  
**Martin Street Sidewalk (Cork Street to former Dublin Street)**  
**Project No 18279 23069**

| ITEMS  | PROB. QTY.                             | UNIT  | UNIT PRICE    | AMOUNT               |
|--|--|---|---------------|----------------------|
| <b>ROADWORK ITEMS</b>  |  |   |               |                      |
| Salt impacted soils (all other concentrations below Table 2.1 ESQS)  | 400                                    | m <sup>3</sup>  | \$ 30.00      | \$ 12,000.00         |
| Soils above Table 1 ESQS and Table 2.1 ESQS (Provisional)  | 40                                     | m <sup>3</sup>  | \$ 85.00      | \$ 3,400.00          |
| Test holes for soil chemistry testing  | 9                                      | Ea.   | \$ 100.00     | \$ 900.00            |
| Water for Compaction   | 10                                     | m <sup>3</sup>  | \$ 20.00      | \$ 200.00            |
| Gran. 'A'  | 360                                    | t   | \$ 35.00      | \$ 12,600.00         |
| Removal of concrete sidewalk and drives  | 25                                     | m <sup>2</sup>  | \$ 30.00      | \$ 750.00            |
| Place Conc. Sidewalk (150mm)   | 750                                    | m <sup>2</sup>  | \$ 125.00     | \$ 93,750.00         |
| Place Conc. Sidewalk (200mm)   | 50                                     | m <sup>2</sup>  | \$ 200.00     | \$ 10,000.00         |
| Place Conc. Drive (150mm)  | 10                                     | m <sup>2</sup>  | \$ 155.00     | \$ 1,550.00          |
| Sawcut, excavate and restore Asphalt Driveway (50mm HL3F)  | 100                                    | m <sup>2</sup>  | \$ 115.00     | \$ 11,500.00         |
| Sawcut, excavate and restore Asphalt Driveway (2-50mm HL3F) - Strathcona   | 30                                     | m <sup>2</sup>  | \$ 190.00     | \$ 5,700.00          |
| Tactile surfaces 0.6 x 0.6   | 4                                      | Ea.   | \$ 350.00     | \$ 1,400.00          |
| Remove, salvage and replace stacked stone retaining wall   | 4                                      | m   | \$ 200.00     | \$ 800.00            |
| Supply and install modular block retaining wall (<1m)  | 40                                     | m   | \$ 1,000.00   | \$ 40,000.00         |
| Topsoil (imported)   | 750                                    | m <sup>2</sup>  | \$ 20.00      | \$ 15,000.00         |
| Sodding (nursery, unstaked)  | 750                                    | m <sup>2</sup>  | \$ 20.00      | \$ 15,000.00         |
| <b>Sub-Total Roadwork</b>  |  |   |               | <b>\$ 224,550.00</b> |
| <b>PROVISIONAL &amp; MISCELLANEOUS ITEMS</b>   |  |   |               |                      |
| Hydro Pole Relocation w/street light & guy wires c/w 2 service drops   | 1                                      | Ea.   | \$ 10,000.00  | \$ 10,000.00         |
| Hydro Pole Relocation w/street light & guy wires   | 1                                      | Ea.   | \$ 7,500.00   | \$ 7,500.00          |
| Service Hydro Pole Relocation c/w 2 service drops  | 1                                      | Ea.   | \$ 7,500.00   | \$ 7,500.00          |
| Service Hydro Pole Relocation c/w 1 service drop or guy wire   | 2                                      | Ea.   | \$ 5,000.00   | \$ 10,000.00         |
| Utility Vault (and Pedestal) Relocation  | 2                                      | Ea.   | \$ 3,500.00   | \$ 7,000.00          |
| Tree Pruning and Shrub Removal   | 1                                      | Ea.   | \$ 750.00     | \$ 750.00            |
| Tree Removal   | 4                                      | Ea.   | \$ 2,000.00   | \$ 8,000.00          |
| Tree planting  | 4                                      | Ea.   | \$ 1,000.00   | \$ 4,000.00          |
| Adjust boulevard storm MH lid  | 1                                      | Ea.   | \$ 750.00     | \$ 750.00            |
| Cost of 100% Performance and 100% Labour and Material Payment Bonds and insurance                                      | 5.00%                                  | L.S.  | \$ 224,550.00 | \$ 11,300.00         |
| Traffic Control  | 5.00%                                  | L.S.  | \$ 224,550.00 | \$ 11,300.00         |
| Lump sum to cover all other requirements of the contract not specifically covered by or related to the preceding items | 5.00%                                  | L.S.  | \$ 224,550.00 | \$ 11,300.00         |
| Additional Budgetting Allowance (Contingencies)  | 10.00%                                 | L.S.  | \$ 224,550.00 | \$ 22,500.00         |
| QP for Compliance with O. Reg 406/19   | 4.00%                                  | L.S.  | \$ 224,550.00 | \$ 9,000.00          |
| <b>Sub-Total Prov. &amp; Misc.</b>   |  |   |               | <b>\$ 120,900.00</b> |
|  | <b>Probable Construction Cost</b>      |   | \$            | 345,450.00           |
|  | <b>G-TEL field locates</b>             |   | \$            | 1,800.00             |
| \$ 303,450.00  | <b>Engineering Fees Fixed Rate</b>     | 15.00%  | \$            | 45,600.00            |
|  | <b>Compliance with O. Reg 406/19</b>   | 2.00%   | \$            | 6,100.00             |
|  | <b>Material and Compaction Testing</b> | 2.00%   | \$            | 6,100.00             |
|  | <b>Sub-Total Project Cost</b>          |   | \$            | <b>406,000.00</b>    |
|  | <b>HST</b>                             | 13.00%  | \$            | 52,780.00            |
|  | <b>Total Probable Project Cost</b>     |   | \$            | <b>458,780.00</b>    |
| Probable cost prepared by:   | <b>John Vanderloo</b>                  | <b>HST Rebate</b>   | \$ 45,634.40  |                      |
| Date probable cost was printed:  | Thursday, April 17, 2025               | Class 5 Estimate. Design is 0% to 2% complete. End Usage is for a Conceptual budget |               |                      |

**Assumptions and Exclusions:**

Approximate sidewalk running length: 420 m

- Assumes 1.0m width of restoration adjacent to sidewalk (topsoil & sod, driveway, boulevard), except for 100m of steeper boulevard where will be cut and/or retaining wall built assumed full restoration to property line
- Assumes concrete sidewalk against back of curb. 1.8m width and 150mm thick concrete as per municipal servicing standards
- At residential driveways, assumes that the existing Granular 'B' base of the driveway is left as is and not re-excavated.
- 200mm thick concrete sidewalk at pedestrian crossing ramps with 200mm thick Granular 'A', and at sidewalk through Strathcona Driveway.
- Assumes restoration of driveways includes regrading the existing gravel base and placement of 50mm HL3F
- Assumes that work is done as part of a larger project, and Excess Soils O. Reg 406/19 requirements apply to the excavated material.
- Prices inflated for small work area that could be staged at a different time of a larger project.
- Excludes photometric evaluation or any changes to existing street lighting.
- Assumes a Strathcona storm service boulevard MH will only be adjusted and lid located within the new sidewalk (TBD if structure or lid can be rotated)
- Small piece of property required from hospital at SE corner of 555 Martin Street in order to fit sidewalk there at back of roadway curve curb**
- Boulevard CB765 at west side of east 555 Martin Street driveway not observed (buried). Assumed sidewalk can fit between curb and the CB, with CB lid to be adjusted.
- It is noted that the new sidewalk placed against the existing curb will not have the back lip for support of the sidewalk.
- Pricing for hydro pole relocations assumed. Requires consultation with Wellington North Power. Assumes design by others and included in relocation price.
- Pricing for utility vault relocations grossly assumed. Requires consultation with affected utilities. Excludes cost for any utility relocations that may be required.
- Excludes any curb repairs unless otherwise noted (may be locations where replacement is desired since the sidewalk going at back of curb)
- The pair of private lamp posts at the end of the #555 Martin St driveway may need to be removed and disconnected by the property owner (hospital)
- There may be a need for inline drains behind the sidewalk in some locations.
- It may be possible to get permission from Stratcona and the hospital to encroach into their property to regrade the location where above cost estimate has an allowance for a retaining wall. However, then there will be the cost for excavation/disposal, topsoil and sod to add to the above cost estimate
- The above cost estimate includes an estimated \$67,800 value of works required along the frontage of the Mamta severances which is their responsibility**
- Excludes any OLS work required to establish property line

**Township of Wellington North**  
**North Water Street Sidewalk (former Dublin Street to Arthur Street)**  
**Project No 18279 23069**

| ITEMS  | PROB. QTY.                             | UNIT  | UNIT PRICE   | AMOUNT              |
|--|--|---|--------------|---------------------|
| <b>ROADWORK ITEMS</b>  |  |   |              |                     |
| Salt impacted soils (all other concentrations below Table 2.1 ESQS)  | 300                                    | m <sup>3</sup>  | \$ 30.00     | \$ 9,000.00         |
| Soils above Table 1 ESQS and Table 2.1 ESQS (Provisional)  | 30                                     | m <sup>3</sup>  | \$ 85.00     | \$ 2,550.00         |
| Test holes for soil chemistry testing  | 3                                      | Ea.   | \$ 100.00    | \$ 300.00           |
| Water for Compaction   | 10                                     | m <sup>3</sup>  | \$ 20.00     | \$ 200.00           |
| Gran. 'A'  | 120                                    | t   | \$ 35.00     | \$ 4,200.00         |
| Removal of concrete C&G  | 30                                     | m   | \$ 40.00     | \$ 1,200.00         |
| Place concrete C&G (hand form)   | 30                                     | m   | \$ 150.00    | \$ 4,500.00         |
| Curb cut to AODA standards at Arthur St  | 5                                      | m   | \$ 150.00    | \$ 750.00           |
| Place Conc. Sidewalk (150mm)   | 320                                    | m <sup>2</sup>  | \$ 125.00    | \$ 40,000.00        |
| Place Conc. Sidewalk (200mm) at Arthur St curb ramp  | 15                                     | m <sup>2</sup>  | \$ 200.00    | \$ 3,000.00         |
| Tactile surfaces 0.6 x 0.6   | 2                                      | Ea.   | \$ 350.00    | \$ 700.00           |
| Topsoil (imported)   | 600                                    | m <sup>2</sup>  | \$ 20.00     | \$ 12,000.00        |
| Sodding (nursery, unstaked)  | 600                                    | m <sup>2</sup>  | \$ 20.00     | \$ 12,000.00        |
| <b>Sub-Total Roadwork</b>  |  |   |              | <b>\$ 90,400.00</b> |
| <b>PROVISIONAL &amp; MISCELLANEOUS ITEMS</b>   |  |   |              |                     |
| New street lights c/w poles and underground electrical system, including engineering.                                  | 2                                      | Ea.   | \$ 10,000.00 | \$ 20,000.00        |
| Utility Vault adjustment   | 1                                      | Ea.   | \$ 500.00    | \$ 500.00           |
| Tree Pruning and Shrub Removal   | 2                                      | Ea.   | \$ 750.00    | \$ 1,500.00         |
| Pedestrian signalized helipad warning signs (2) - allowance  | 1                                      | L.S.  | \$ 10,000.00 | \$ 10,000.00        |
| Relocate signalized helipad warning sign   | 1                                      | L.S.  | \$ 2,500.00  | \$ 2,500.00         |
| Cost of 100% Performance and 100% Labour and Material Payment Bonds and insurance                                      | 5.00%                                  | L.S.  | \$ 90,400.00 | \$ 4,600.00         |
| Traffic Control  | 5.00%                                  | L.S.  | \$ 90,400.00 | \$ 4,600.00         |
| Lump sum to cover all other requirements of the contract not specifically covered by or related to the preceding items | 5.00%                                  | L.S.  | \$ 90,400.00 | \$ 4,600.00         |
| Additional Budgeting Allowance (Contingencies)   | 10.00%                                 | L.S.  | \$ 90,400.00 | \$ 9,100.00         |
| QP for Compliance with O. Reg 406/19   | 4.00%                                  | L.S.  | \$ 90,400.00 | \$ 3,700.00         |
| <b>Sub-Total Prov. &amp; Misc.</b>   |  |   |              | <b>\$ 61,100.00</b> |
|  | <b>Probable Construction Cost</b>      |   | \$           | 151,500.00          |
|  | <b>G-TEL field locates</b>             |   | \$           | 600.00              |
|  | <b>Photometrics evaluation</b>         |   | \$           | 2,000.00            |
| \$ 131,000.00  | <b>Engineering Fees Fixed Rate</b>     | 15.0%   | \$           | 19,700.00           |
|  | <b>Compliance with O. Reg 406/19</b>   | 2.00%   | \$           | 2,700.00            |
|  | <b>Material and Compaction Testing</b> | 2.00%   | \$           | 2,700.00            |
|  | <b>Sub-Total Project Cost</b>          |   | <b>\$</b>    | <b>180,000.00</b>   |
|  | <b>HST</b>                             | 13.00%  | \$           | 23,400.00           |
|  | <b>Total Probable Project Cost</b>     |   | <b>\$</b>    | <b>203,400.00</b>   |
| Probable cost prepared by:   | <b>John Vanderloo</b>                  | <b>HST Rebate</b>   | \$ 20,232.00 |                     |
| Date probable cost was printed:  | Thursday, April 17, 2025               | Class 5 Estimate. Design is 0% to 2% complete. End Usage is for a Conceptual budget |              |                     |

Approximate sidewalk running length:

175

**Assumptions and Exclusions:**

- Assumes restoration adjacent to sidewalk to property line (3.5m) due to steep adjacent lawn regrading (topsoil & sod, driveway, boulevard)
- Assumes concrete sidewalk against back of curb. 1.8m width and 150mm thick concrete as per municipal servicing standards
- At residential driveways, assumes that the existing Granular 'B' base of the driveway is left as is and not re-excavated.
- 200mm thick concrete sidewalk at pedestrian crossing ramps with 200mm thick Granular 'A'.
- Assumes restoration of driveways includes regrading the existing gravel base and placement of 50mm HL3F
- Assumes that work is done as part of a larger project, and Excess Soils O. Reg 406/19 requirements apply to the excavated material.
- Prices inflated for small work area that could be staged at a different time of a larger project.
- Pricing for new street lighting assumed. Requires consultation with WNP or others. Assumes design by others and included in the new lighting price.
- Assume will replace the former Dublin Street drop curb + damaged adjacent curb (say 20m) since sidewalk will be at back of this barrier curb. Assume will replace about 10m of drop curb east of the helipad for what probably was a former entrance.
- Above pricing excludes any issues there may be with the adjacent helipad including protective pedestrian measures beyond an assumed solid board fence. TBD in consultation with the hospital. A fence adjacent to the helipad may not be allowed.**
- It is noted that the new sidewalk placed against the existing curb will not have the back lip for support of the sidewalk.
- Pricing for utility vault relocations grossly assumed. Requires consultation with affected utilities. Excludes cost for any utility relocations that may be required.
- Excludes any curb repairs unless otherwise noted (may be locations where replacement is desired since the sidewalk going at back of curb)
- Unsure why there is a setback CBMH opposite the hospital on north curbline which will conflict with a sidewalk if going at back of curb (to keep it as far away from helipad as possible). Could shift sidewalk back from curb or else determine if any conflicts (utilities; other) caused the need for the setback and if not could relocate that CBMH and restore the roadway - cost is extra to the above estimate.**
- Excludes any OLS work required to establish property line



**B. M. ROSS AND ASSOCIATES LIMITED**

**Engineers and Planners**

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Mount Forest, ON, Canada N0G 2L0

p. (519) 323-2945 [www.bmross.net](http://www.bmross.net)

File No. 18279/23069

**BY EMAIL ONLY**

May 26, 2025

**Tammy Stevenson, C.E.T.**

**Manager of Infrastructure and Engineering**

Township of Wellington North

7490 Sideroad 7 W, P. O. Box 125

Kenilworth, ON N0G 2E0

**Re: Cork Street Reconstruction and  
Sidewalk Extensions (Cork Street, Martin Street, Arthur Street)  
Opinion of Probable Cost and Cost Allocations**

As requested, in relation to two proposed Cork Street developments, we have prepared estimates of the probable costs for the following:

- Reconstruction of Cork Street, between Martin Street and Melissa Crescent (Project A);
- Sidewalk on Cork Street, from Melissa Crescent to Princess Street (Project B);
- Sidewalk on Martin Street, from Cork Street to the former Dublin Street (Project C); and
- Sidewalk on North Water Street, from former Dublin Street to Arthur Street (Project D).

The proposed works are depicted on the enclosed Figure No. 1. Details of the scope and estimated costs for these works are enclosed.

It is our understanding that the two proposed developments will be required to contribute to the cost of the proposed Cork Street reconstruction (Project A) and of the Cork Street sidewalk extension (Project B), while the Martin Street sidewalk (Project C) and the North Water Street sidewalk (Project D) works would be a future project that will be incorporated into the next Development Charges By-law.

Cork Street Reconstruction (Project A-1)

It is our understanding that costs to reconstruct Cork Street (Project A-1) to a full urban section will be apportioned based on past practices of the Township for other developments, as follows:

- Since there is an existing municipal roadway, the Township will be responsible for the cost of replacing the existing base lift of asphalt and the existing gravel road base beneath that existing asphalt;

- The two adjacent vacant development lands will be allocated the rest of the costs associated with upgrading the municipal works within the roadway to a full urban section (e.g. edge cut to widen the gravel road base, curb & gutter, storm sewer, widening of the base asphalt, top lift of asphalt, sidewalk, and boulevard restoration). The costs for urbanization would be allocated to the developers based on their respective frontages. It is noted that there is already a sanitary sewer and watermain on Cork Street that are sized adequately to service these new developments.
- Previous severances had contributed to future urbanization of Cork Street, and those amounts will be deducted from the amount the foregoing development lands would be contributing.

#### Cork Street sidewalk extension (Project B)

For the Cork Street sidewalk extension (Project B), we are not aware of any precedent for cost sharing such extensions in the Township. In the past, costs have been charged to developments (e.g. severances) that front along streets that are not a full urban section. But sidewalk extensions needed to provide pedestrian connectivity for new developments that are beyond the location of existing sidewalks is not something we have been involved with for the Township before. Therefore, we present a number of possible alternatives for cost sharing, as follows:

- Project B Alternative 1 (B-1): No developer contributions;
- Project B Alternative 2 (B-2): 3-way split between 3 developers (*Note: Aitken, the developer at the SW corner of Princess/Cork frontage has 35%, say approximately 1/3<sup>rd</sup>, of the total frontage on both sides of the street*);
- Project B Alternative 3 (B-3): 4-way split (i.e. assuming the new sidewalk is needed to service all 3 developments plus a contribution by the Township for existing adjacent built urban areas);
- Project B Alternative 4 (B-4): Allocate to 3 developers based on the proposed number of residential units (Sunvale Homes subdivision 141 units; Mamta condominium 50 units; Aitken 10 units).
- Project B Alternative 5 (B-5): Cost sharing based on frontage between Aitken and the Township.

The following table presents a comparison of these alternative cost sharing ideas for the Cork Street sidewalk extension (Project B):

| Project | Sunvale   | Mamta    | Aitken   | Township  | Total     |
|---------|-----------|----------|----------|-----------|-----------|
| B-1     | \$0       | \$0      | \$0      | \$147,000 | \$147,000 |
| B-2     | \$49,000  | \$49,000 | \$49,000 | \$0       |           |
| B-3     | \$36,750  | \$36,750 | \$36,750 | \$36,750  |           |
| B-4     | \$103,050 | \$36,540 | \$7,310  | \$0       |           |
| B-5     | \$0       | \$0      | \$49,000 | \$98,000  |           |

There may be other cost contribution formulations the Township wishes to consider beyond the above five that we have presented.

### Summary

The following table summarizes the probable cost sharing estimates, with Project B based on a 4-way split of the cost for the Cork Street sidewalk extension:

| Project      | Description            | Cost share       |                  |                 |                       | Total              |
|--------------|------------------------|------------------|------------------|-----------------|-----------------------|--------------------|
|              |                        | Sunvale          | Mamta            | Aitken          | Township <sup>1</sup> |                    |
| A-1          | Cork St reconstruction | \$444,100        | \$415,400        | \$0             | \$335,500             | \$1,195,000        |
| B-3          | Cork St sidewalk       | \$36,750         | \$36,750         | \$36,750        | \$36,750              | \$147,000          |
| C            | Martin St sidewalk     | \$0              | \$0              | \$0             | \$391,000             | \$391,000          |
| D            | Arthur St sidewalk     | \$0              | \$0              | \$0             | \$203,000             | \$203,000          |
| <b>Total</b> |                        | <b>\$480,850</b> | <b>\$452,150</b> | <b>\$36,750</b> | <b>\$966,250</b>      | <b>\$1,936,000</b> |

For comparison purposes, the following table includes the cost sharing breakdown should the Township split the costs for Cork Street reconstruction based on the number of residential units (Sunvale Homes 141 units; Mamta condos 50 units).

| Project      | Description            | Cost share       |                  |                 |                       | Total              |
|--------------|------------------------|------------------|------------------|-----------------|-----------------------|--------------------|
|              |                        | Sunvale          | Mamta            | Aitken          | Township <sup>1</sup> |                    |
| A-2          | Cork St reconstruction | \$634,500        | \$225,000        | \$0             | \$335,500             | \$1,195,000        |
| B-3          | Cork St sidewalk       | \$36,750         | \$36,750         | \$36,750        | \$36,750              | \$147,000          |
| C            | Martin St sidewalk     | \$0              | \$0              | \$0             | \$391,000             | \$391,000          |
| D            | Arthur St sidewalk     | \$0              | \$0              | \$0             | \$203,000             | \$203,000          |
| <b>Total</b> |                        | <b>\$671,250</b> | <b>\$261,750</b> | <b>\$36,750</b> | <b>\$966,250</b>      | <b>\$1,936,000</b> |

It has been assumed, for all of the foregoing developments, that the Township will be entering into Agreements with the developers for cost contributions for the aforementioned works.

It should be recognized that the cost estimates used for this evaluation have a number of gross assumptions given there has been no detailed design work completed, including cost allowances for relocating hydro poles to accommodate sidewalk.

If you have any questions, please contact us.

Yours very truly

B. M. ROSS AND ASSOCIATES LIMITED

Per

  
Frank Vanderloo, P.Eng.

FCV:fcv

**Project A-1: Cork Street Reconstruction (Martin Street to Melissa Crescent)**

|  |
|--|
| <b>Scope inclusions:</b>   |
| <ul style="list-style-type: none"> <li>Upgrading the existing roadway to a full urban section (curb, 1.8m sidewalk at back of curb, full road excavation, Gran. "B," subdrain, Gran. "A," 50mm HL4, tack coat, 50mm HL3, boulevard restoration).</li> <li>New storm sewer from proposed Yeomans Street to Martin Street.</li> <li>One new hydrant.</li> <li>Relocation of 2 existing hydro poles with street lights and service drops, to resolve conflicts with the new sidewalk.</li> </ul>  |
| <b>Scope exclusions:</b>   |
| <ul style="list-style-type: none"> <li>Works that would be completed by each of the developments ahead of Cork Street reconstruction: watermain, sanitary sewer/service and storm sewer/service installations along with temporary road restoration.</li> <li>Street lighting and photometrics (it is our understanding the Township is content with the existing street lighting).</li> <li>Existing sanitary sewer repairs or replacement.</li> <li>Existing storm sewer (Melissa Crescent to Yeomans Street) repairs or replacement.</li> <li>Existing water repairs or replacement.</li> </ul> |

| Opinion of probable cost (inclusive of HST)  |                         |
|--|-------------------------|
| Construction   | \$ 970,000              |
| Geotechnical/Excess Soils  | \$ 60,000               |
| Pre-engineering work (CCTV; GTEL)  | \$ 10,000               |
| Engineering  | \$ 155,000              |
| Total  | \$1,195,000             |
| Township portion (including past contributions by other developers) <sup>1 2</sup> | \$ 335,500              |
| Sunvale Homes portion  | \$ 444,100 <sup>3</sup> |
| Mamta Condo portion  | \$ 415,400 <sup>3</sup> |

1. \$29,100 as per a Development Agreement for the servicing of severances on the west side of Cork Street for six semis (portion of future sidewalk).
2. \$16,300 as per a Development Agreement for the servicing of Martin Street severances, for the corner lot frontage on Cork St. (curb; portion of future sidewalk).
3. Above cost sharing split for the development shares based on their Cork Street frontage lengths.

**Project B-3: Cork Street Sidewalk (Melissa Crescent to Princess Street)**

|   |
|---|
| <b>Scope inclusions:</b>  |
| <ul style="list-style-type: none"> <li>• New 1.8m wide sidewalk on the east side of the street at the back of the curb, including excavation, Gran. "A," and boulevard restoration.</li> <li>• Replacement of driveway entrances (including repaving or new concrete drive finishes), to accommodate grade changes for new sidewalk.</li> <li>• Relocation of 2 existing hydro poles with transformer, street light and/or service drops, and relocation of 2 fibre optics vaults, to resolve conflicts with the new sidewalk.</li> </ul> |
| <b>Scope exclusions:</b>  |
| <ul style="list-style-type: none"> <li>• Street lighting and photometrics (it is our understanding the Township is content with the existing street lighting).</li> <li>• Existing sanitary sewer, watermain or storm sewer repairs or replacement, if any needed.</li> <li>• Existing roadway or curb repairs, if any needed.</li> </ul>   |

| Opinion of probable cost (inclusive of HST) |           |
|---|-----------|
| Construction, including contingency         | \$128,000 |
| Geotechnical/Excess Soils                   | \$ 4,000  |
| Pre-engineering work (CCTV; GTEL)           | \$ 500    |
| Engineering                                 | \$ 14,500 |
| Total                                       | \$147,000 |
| Sunvale Homes portion                       | \$ 36,750 |
| Mamta Condo portion                         | \$ 36,750 |
| Aitken townhouses portion                   | \$ 36,750 |
| Township portion                            | \$ 36,750 |

*Above cost sharing based on an assumed 4-way split*

### Project C: Martin Street Sidewalk (Cork Street to former Dublin Street)

| Scope inclusions:   |
|---|
| <ul style="list-style-type: none"> <li>• New 1.8m wide sidewalk on the north side of the street at the back of the curb, including excavation, Gran. "A," and boulevard restoration.</li> <li>• Replacement of driveway entrances (including repaving or new concrete drive finishes), to accommodate grade changes for new sidewalk.</li> <li>• 40m of modular retaining wall.</li> <li>• Relocation of 3 existing hydro poles with street light and/or service drops, relocation of two service poles c/w service drops, and relocation of 2 fibre optics vaults, to resolve conflicts with the new sidewalk.</li> <li>• Tree removals and pruning, and planting of replacement trees.</li> </ul>           |
| Scope exclusions:   |
| <ul style="list-style-type: none"> <li>• Street lighting and photometrics (it is our understanding the Township is content with the existing street lighting).</li> <li>• Existing sanitary sewer, watermain or storm sewer repairs or replacement, if any needed.</li> <li>• Existing roadway and curb repairs, if any needed.</li> <li>• Acquisition of a small area of property from the hospital at former Dublin Street in order to fit a new sidewalk within Township-owned property.</li> <li>• OLS work to establish property line where necessary.</li> <li>• Permissions from Strathcona and hospital for some regrading of their lawn areas to eliminate the need for a retaining wall.</li> </ul> |

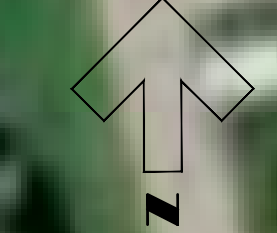
| Opinion of probable cost (inclusive of HST)          |                  |
|--|------------------|
| Construction, including contingency                  | \$391,000        |
| Geotechnical/Excess Soils                            | \$ 14,000        |
| Pre-engineering work (CCTV; GTEL)                    | \$ 2,000         |
| Engineering  | \$ 52,000        |
| Total  | \$459,000        |
| LESS calc. portion for Mamta severances <sup>1</sup> | \$ 68,000        |
| <b>Township cost</b>                                 | <b>\$391,000</b> |

1. As per a Development Agreement for sidewalk along the frontage of Mamta severances on the north side of Martin Street for six new lots.

**Project D: North Water Street Sidewalk (former Dublin Street to Arthur Street)**

| Scope inclusions:  |  |
|--|--|
| <ul style="list-style-type: none"> <li>• New 1.8m wide sidewalk on the north side of the street at the back of the curb, including excavation, Gran. "A," and boulevard restoration.</li> <li>• 30m of drop curb replacement.</li> <li>• 2 new street lights</li> <li>• 2 pedestrian signalized helipad warning signs.</li> <li>• Relocation of a vehicular signalized helipad warning sign and relocation of 1 fibre optic vault, to resolve conflicts with the new sidewalk.</li> <li>• Tree pruning.</li> </ul> |  |
| Scope exclusions:  |  |
| <ul style="list-style-type: none"> <li>• Existing sanitary sewer, watermain or storm sewer repairs or replacement, if any needed.</li> <li>• Existing roadway or curb repairs, beyond those included in the cost estimate.</li> <li>• Addressing any restrictions or special design requirements attributed to the adjacent hospital helipad (e.g. for pedestrian safety during ingress/egress of helicopters).</li> <li>• Relocation of a setback CBMH.</li> </ul>  |  |

| Opinion of probable cost (inclusive of HST) |           |
|---|-----------|
| Construction, including contingency         | \$171,000 |
| Geotechnical/Excess Soils                   | \$ 6,000  |
| Pre-engineering work (CCTV; GTEL)           | \$ 1,000  |
| Engineering                                 | \$ 25,000 |
| Total                                       | \$203,000 |
| Township cost                               | \$203,000 |





## TOWNSHIP OF WELLINGTON NORTH

TO: Mayor and Council

DATE: 2025-05-20

MEETING TYPE: Open

SUBMITTED BY: Tammy Stevenson, Manager of Infrastructure & Engineering

REPORT #: INF 2025-011

REPORT TITLE: Mount Forest Drive Urbanization

### RECOMMENDED MOTION

THAT the Council of the Corporation of the Township of Wellington North receive Report INF 2025-011 Mount Forest Drive Urbanization;

AND THAT Council approves the cost sharing approach for the development requirement of Mount Forest Drive Urbanization between Main Street to dead end to be split between Township of Wellington North and Choice Properties as follows:

- Township of Wellington North - \$593,000
- Choice Properties - \$307,000;

AND FURTHER THAT Council direct staff to include Mount Forest Drive Urbanization requirement for Choice Properties as part of their Development Agreement and funds to be received prior to the start of servicing to the development in order to implement the conditions of approval of the development;

AND FURTHER THAT Council approve a budget of \$75,000 for the Mount Forest Drive Reconstruction engineering design as part of the 2026 Capital Budget.

### PREVIOUS REPORTS/BY-LAWS/RESOLUTIONS

County of Wellington Official Plan

INF 2025-012 Traffic Counts

INF 2025-010 Cork Street Urbanization

DEV 2025-008 Site Plan Agreement – Clark Brothers Contracting Ltd. (Teeswater Concrete), Macaulay Street, Arthur

INF 2025-009 Sewage Allocation (Mamta Subdivision)

By-law Zoning Amendment 2025-016 (504 Main St N)

By-Law 050-2024 Zoning Amendment (Mamta Subdivision)

By-Law 041-2024 Sewage Allocation (Sunvale Subdivision)

By-Law 021-23 Zoning Amendment (Sunvale Subdivision)

Draft Plan of Subdivision (Mamta Subdivision) (2023)

Draft Plan of Subdivision (Sunvale Subdivision) (2023)

By-Law 043-23 Sewage Allocation (Sunvale Subdivision)

Resolution 2023-157 Approved Street Names (Sunvale Subdivision)

CBO 2023-09 Development Agreement – Crombie Property Holdings Limited

OPS 2022-026 Cachet Developments (Arthur) Inc Service Finance Agreement Preston Street North

OPS 2021-005 Water and Wastewater Technical Study Update

## BACKGROUND

Existing municipal services on Mount Forest Drive are as follows:

- 200 mm diameter sanitary main and
- 150 mm diameter watermain
- Mount Forest Drive from Main Street to 60 metres west is constructed to urban standards roadway platform with curb and gutter, open ditch and excludes placement of sidewalk.
- Mount Forest Drive from 60 metres west of Main Street to dead end is constructed to rural standards with open ditch on both sides.
- No sidewalks are present on Mount Forest Drive from Main Street to dead end.

Planning application for 504 Main Street N, Choice Properties, was received for Zoning and Site Plan Control. The planning application proposed to expand on the existing site into a shopping centre with a proposed 1574.7 square metres retail unit with additional future retail development units as shown in Attachment 1. A pre-consultation meeting was held on September 20, 2023, at which time it was noted that Mount Forest Drive would require urbanization including sidewalk to support the development expansion.

By-law 016-2025 passed the zoning amendment for 504 Main Street N to rezone the lands from Residential Site Specific (R3-10) and Highway Commercial Site Specific (C2-19) Zone to Shopping Centre Commercial Site Specific (C4-x). At the time, Infrastructure Services provided comments on servicing requirements for the proposed site expansion as found in Attachment 2.

The County Official Plan provides, among other things, that the following matters will be considered when considering new lot creation, including by plan of subdivision:

- adequate road servicing to accepted municipal standards is a matter for consideration in considering new lot creation by plan of subdivision.;
- sidewalks will be required in all new developments in all urban centres;
- public streets will be safe, meet the needs of pedestrians, and facilitate pedestrian movement; and,
- residential lots will have adequate access to community facilities such as schools, libraries and parks based on reasonable standards

The 2023 Road Needs Study recommendations to install sidewalk on one side of local street that maximized pedestrian accessibility and safety.

## ANALYSIS

Township reviewed the above development applications in a fair and reasonable analysis and concluded that Mount Forest Drive urbanization is a direct benefit to the development, including placement of storm sewers, curb and gutter and sidewalks, is required to support the proposed commercial development and intensification of traffic to this area on Mount Forest Drive and Main Street N. Additionally, the existing Mount Forest Drive will be burdened from construction phase to service the development lands, to construction the new commercial units, and from the intensification of increased site visits to this development with increase of vehicle and pedestrian traffic.

Township of Wellington North completes annual traffic counts to provide objective information of vehicle volumes on roads during a 24-hour period which can be used to inform conversations on maintenance prioritization, customer inquiries, municipal studies, and development inquiries and review. Traffic counts were completed on April 29, 2025, along Mount Forest Drive with 2,588 vehicles and Main Street N, south of Mount Forest Drive had 11,826 vehicles.

Pedestrian connectivity is vital for safety and active transportation. By installing new sidewalks on Mount Forest Drive would provide safe pedestrian access for employees and shoppers to the commercial properties along Mount Forest Drive.

The Township's consulting engineer, BMROSS, reviewed the development application on a fair and reasonable approach on behalf of the Township for detailed engineering review to ensure the application meets the Township's policies and standards. The following works

were identified as a requirement for the development to support their application with their proposed commercial intensification and additional traffic (vehicle and pedestrian):

Urbanization of Mount Forest Drive between 60 metres west of Main Street to dead end includes full road sub-base excavation, full depth asphalt, installation of new storm sewer main, curb and gutter, sidewalk on the east side. During the detailed design of Mount Forest Drive, the existing sanitary and watermain will be reviewed for condition and age. It may be determined that this infrastructure may need to be replaced at the time of Mount Forest Drive Urbanization. Sanitary and Watermain cost have not been included in BMROSS review letter.

Mount Forest Drive Reconstruction project would be a municipal lead project and would be scheduled for construction during future budget discussions.

## CONSULTATION

Consultation with Township consulting engineer, BMROSS, and Township staff: CAO, Treasurer, CBO, Manager of Environmental Services and Manager of Transportation.

## FINANCIAL CONSIDERATIONS

Development is required to financially fund required servicing and upgrade requirements of existing municipal infrastructure for their proposed development including existing roadway along the development frontage to be upgraded to an urban standard. Past developments have entered into a Service Finance Agreement funding model that outlines roles, responsibilities and financial requirements for servicing and upgrade requirements being a developer lead project. Staff are recommending that Mount Forest Drive Reconstruction be a municipal lead project that is partially funded from development through a Development Agreement.

BMROSS Opinion of Probable Cost, found in Attachment 3, was initially evaluated based on lot frontage.

| Project | Description                       | Cost Share                   |           |           |                   | Total     |
|---------|-----------------------------------|------------------------------|-----------|-----------|-------------------|-----------|
|         |                                   | Canadian Tire                | Cooley    | Township  | Choice Properties |           |
| A       | Mount Forest Drive Reconstruction | \$155,000                    | \$151,000 | \$287,000 | \$307,000         | \$900,000 |
| Total   |                                   | \$593,000 (Township Portion) |           |           | \$307,000         | \$900,000 |

Council endorsement of the recommendations contained within this report would provide direction to staff to:

- Mount Forest Drive Urbanization Opinion of Probable Cost to be calculated using residential units.
- Enter into a Development Agreement with Choice Properties with Mount Forest Drive Urbanization as a condition for the development applications.
- Approved Township's commitment of \$75,000 to the 2026 capital budget for the engineering design of the Mount Forest Drive Urbanization project.

## ATTACHMENTS

Attachment 1 – Choice Properties Concept Site Plan

Attachment 2 – Infrastructure Services Zoning By-law Amendment Commenting Letter dated September 9, 2024

Attachment 3 - BMROSS Letter dated May 23, 2025, titled Mount Forest Drive Reconstruction Opinion of Probable Cost and Cost Sharing

## 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 2023 Road Needs Study.
- ☒ Deliver quality, efficient community services aligned with the Township's mandate and capacity  
How: By implementing strategies identified in the 2023 Road Needs Study.
- ☐ Enhance information sharing and participation in decision-making  
How:
- ☐ N/A Core-Service

Approved by: Brooke Lambert, Chief Administrative Officer ☒

This drawing, as an instrument of service, is provided by and is the property of Turner Fleischer Architects Inc. The contractor must verify and accept responsibility for all dimensions and conditions on site and must notify Turner Fleischer Architects Inc. of any variations from the supplied information. This drawing is not to be scaled. The architect is not responsible for the accuracy of survey, structural, mechanical, electrical, etc., information shown on this drawing. Refer to the appropriate consultant drawings before proceeding with the work. Contractor must conform to all applicable codes and requirements of applicable having jurisdiction. The contractor working from drawings not specifically marked "For Contractor" must assume full responsibility and bear costs for any corrections or damages resulting from the work.

P1 LT 33 CON-1 DIV 1 EOR EGRESS (NOW TOWN OF MOUNT FOREST) P15 1.2.361.89375 EXCEPT P2 3 61810132

SITE PLAN LEGEND

- PROPOSED ENTRANCE ARROW
- PROPOSED EXIT ARROW
- EXISTING FIRE HYDRANT
- PROPOSED SIAMESE CONNECTION
- PROPOSED SIGN
- PROPOSED FIRE & TRUCK ROUTE (HEAVY DUTY ASPHALT)
- PROPOSED CONCRETE SIDEWALK
- PROPOSED LANDSCAPING
- PROPOSED PAINTED LINES
- PROPOSED CONCRETE PAD
- PAINTED LINE FOR STOP SIGN
- EXTENT OF OPA AREA
- EXTENT OF WORK

|   |            |                                |     |
|---|------------|--------------------------------|-----|
| 2 | 2024-09-02 | ISSUED FOR REZONING SUBMISSION | MHB |
| 1 | 2023-12-04 | ISSUED FOR REVIEW              | ANM |
| # | DATE       | DESCRIPTION                    | BY  |

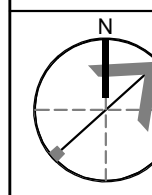
Choice  
Properties

PROJECT 504 MAIN STREET N.

MOUNT FOREST, ON

DRAWING SITE PLAN

PROJECT NO.  
02:235P02  
PROJECT DATE  
2024-04-22  
DRAWN BY  
Author  
CHECKED BY  
JJJ  
SCALE  
As indicated

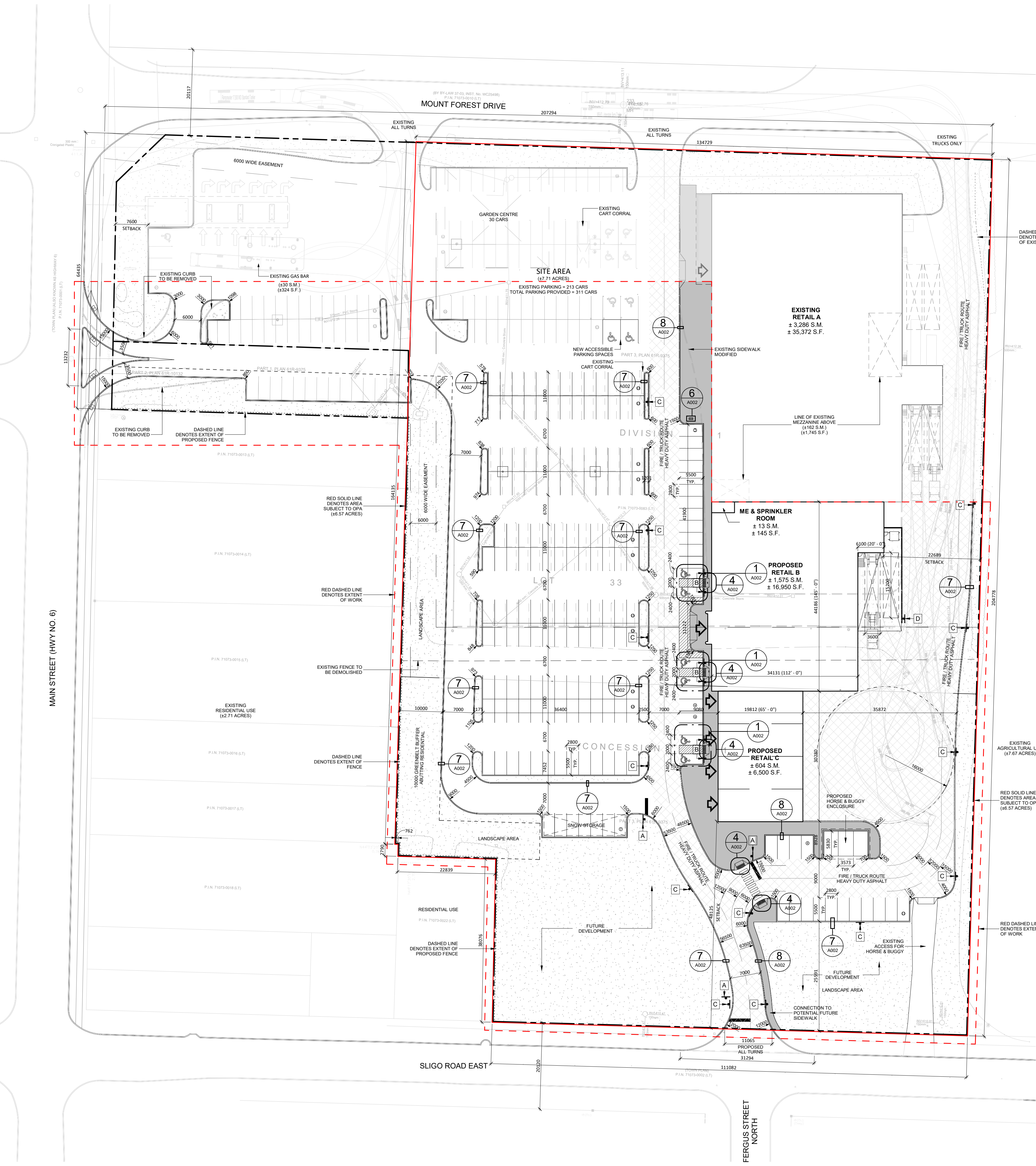
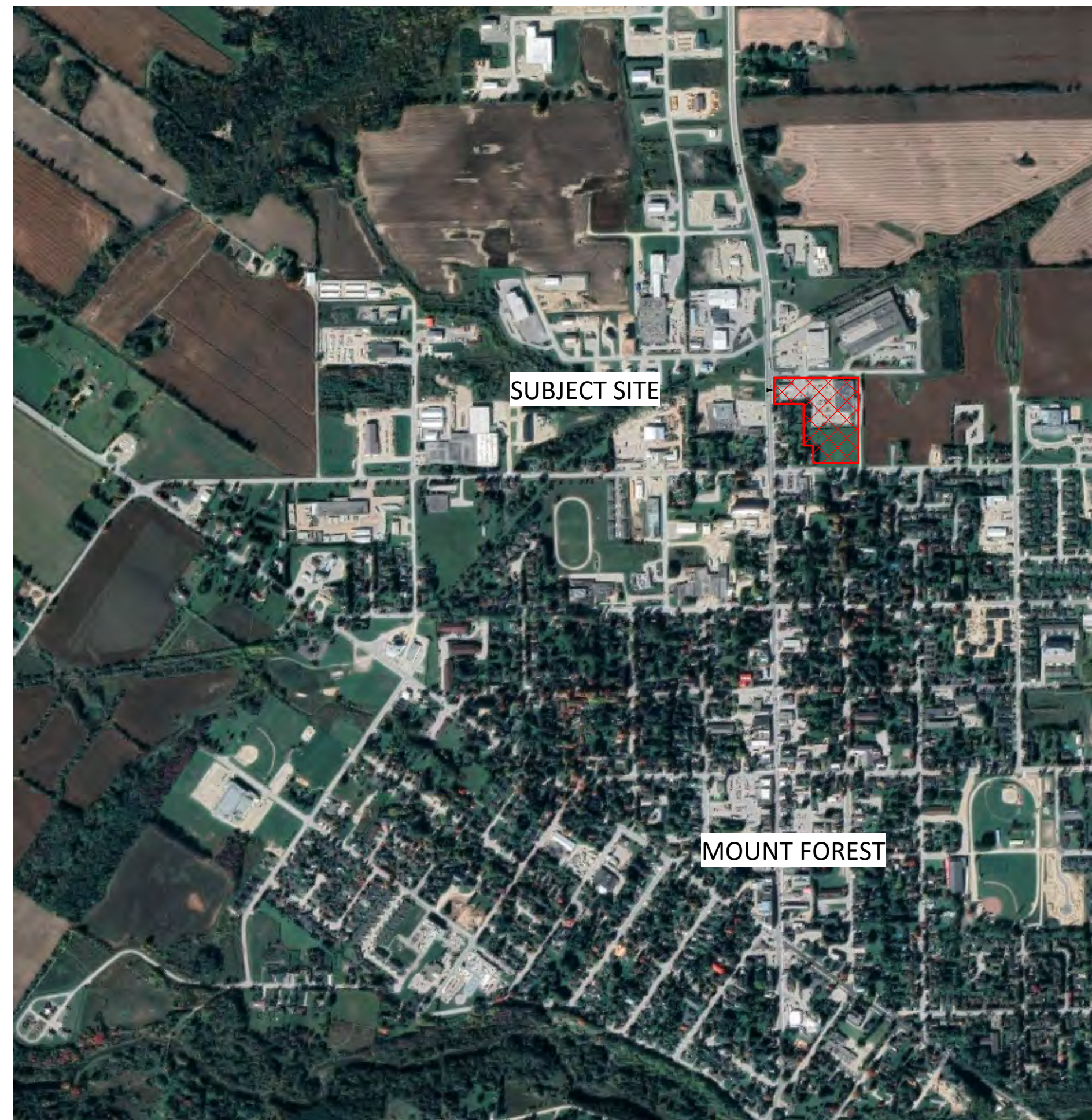


DRAWING NO. A001 REV. 2

STATISTICS

|                                |                 |               |
|--------------------------------|-----------------|---------------|
| TOTAL SITE AREA                | ±7.72 ACRES     | ±3.12 HA.     |
| AREA SUBJECT TO OPA            | ±6.57 ACRES     | ±2.66 HA.     |
| EXISTING RETAIL A AREA         | ±35,372 S.F.    | ±3,286 S.M.   |
| MEZZANINE AREA                 | ±1,745 S.F.     | ±162 S.M.     |
| PROPOSED RETAIL B AREA         | ±16,950 S.F.    | ±1,575 S.M.   |
| ME & SPRINKLER ROOM            | ±145 S.F.       | ±13 S.M.      |
| PROPOSED RETAIL C AREA         | ±6,500 S.F.     | ±604 S.M.     |
| TOTAL RETAIL AREA(GFA)         | ±58,822 S.F.    | ±5,465 S.M.   |
| TOTAL BUILDING AREA            | ±60,712 S.F.    | ±5,640 S.M.   |
| EXISTING GAS BAR AREA          | ±324 S.F.       | ±30 S.M.      |
| TOTAL BUILDING AREA (INCL. GB) | ±61,036 S.F.    | ±5,670 S.M.   |
| TOTAL GFA (INCL. GB)           | ±59,146 S.F.    | ±5,495 S.M.   |
| EXISTING RETAIL A HEIGHT       | 20.77 FT        | 6.33 M        |
| EXISTING GAS BAR HEIGHT        | 17.23 FT        | 5.25 M        |
| EXISTING PARKING               |                 | 213 CARS      |
| PARKING PROVIDED WITHOUT G.C.  |                 | 311 CARS      |
| MIN. PARKING SPACES WITH G.C.  | 5.29/1,000 S.F. | 5.69/100 S.M. |
|                                |                 | 281 CARS      |
|                                | 4.78/1,000 S.F. | 5.14/100 S.M. |
| PROPOSED LANDSCAPED AREA       |                 | 24%           |
| EXISTING LANDSCAPED AREA       |                 | 46%           |
| PROPOSED COVERAGE              |                 | 17%           |
| EXISTING COVERAGE              |                 | 11%           |

| PROPOSED ZONING: C4 SHOPPING CENTRE COMMERCIAL ZONE | REQUIRED  | PROPOSED                             |
|---|---|--------------------------------------|
| WELLINGTON NORTH ZONING BY-LAW 66-01                |   | * indicates non-compliance           |
| LOT AREA  | 2.3 HA.   | 3.12 HA.                             |
| MIN. LOT FRONTAGE                                   | 60.0 M  | 64.4 M                               |
| MIN. FRONT YARD SETBACK                             | 7.6 M   | 7.6 M                                |
| MIN. EXTERIOR SIDE YARD SETBACK                     | 7.6 M   | 8.5 M (MOUNT FOREST DRIVE)           |
| MIN. EXTERIOR SIDE YARD SETBACK                     | 7.6 M   | 48.1 M (SLIGO ROAD EAST)             |
| MIN. INTERIOR SIDE YARD SETBACK                     | 6.0 M   | N/A                                  |
| MIN. REAR YARD SETBACK                              | 6.0 M   | 22.7 M                               |
| MAX. BUILDING HEIGHT                                | 10.5 M  | 8.5 M                                |
| MIN. LANDSCAPED AREA                                | 6%  |                                      |
| MAX. LOT COVERAGE                                   | N/A   | 17.61%                               |
| PARKING SPACE DIMENSIONS                            | 2.8M X 5.5M (15.4 SQM AREA)                       | 2.8M X 5.5M (15.4 SQM AREA)          |
| ACCESSIBLE PARKING DIMENSIONS                       | 2.4M X 5.5M                                       | 2.4M X 5.5M                          |
| MIN. PARKING SPACES WITHOUT G.C.                    | 306 CARS  | 311 CARS                             |
| (1/18 S.M. GFA)                                     | 5.59/100 S.M.                                     | 5.69/100 S.M.                        |
| MIN. PARKING SPACES WITH G.C.                       | 306 CARS  | 281 CARS                             |
| (1/18 S.M. GFA)                                     | 5.59/100 S.M.                                     | 5.14/100 S.M.                        |
| MIN. ACCESSIBLE PARKING SPACE                       | 15 SPACES   | 15 SPACES                            |
| MIN. LOADING SPACES                                 | 6 SPACES (15.2M x 3.6M)                           | 6 SPACES                             |
| MAX. FLOOR AREA PER COMMERCIAL UNIT                 | THE GREATER OF 2,080 S.M. OR HALF OF THE TOTAL... | PROPOSED BUILDING B: ± 1,588 S.M.... |
| MAX. FLOOR AREA OF A RETAIL FOOD STORE              | 5,000 S.M.  | EXISTING BUILDING A: ± 3,286 S.M.    |



1 SITE PLAN  
A001 1:500



**Building a safe, sustainable, welcoming community.**



September 9, 2024

Township of Wellington North  
Tammy Pringle, Development Clerk  
7490 Sideroad 7W  
Kenilworth, ON N0G 2E0

RE: ZBA 09/24, 504 Main Street N, Mount Forest

---

The Infrastructure Services has no objections to the above application in regard to zoning.

All municipal servicing requirements will be reviewed at Site Plan Control application and note the following:

- The current property has existing municipal water, sanitary and storm services that are provided from Mount Forest Drive. The applicant is responsible for extending the existing internal services to feed the proposed future building. No additional municipal services will be provided to this property.
- Site access locations, existing and proposed, to be reviewed and approved to the satisfaction of the Township during the Site Plan Control application. The submitted Transportation Impact Study (TIS) will be reviewed and commented on during the Site Plan Control application. As noted in the TIS Terms of Reference, with the installation of new signalization lights at the intersection of Main Street and Mount Forest Drive, it is anticipated that the entrance/exit access on Main Street will be terminated or modified to entrance only, to the satisfaction of the Township.
- Developer to contribute financially to the new signalization lights project at Main Street and Mount Forest Drive.
- Offsite works on Mount Forest Drive are required to support this development expansion. Mount Forest Drive is to be constructed to municipal urban standards including sidewalk to allow for safe access to the development. The Developer is to enter into a Service Finance Agreement which will layout roles and responsibilities.
- Township requirements for road widening and daylight triangle on Main Street will be reviewed during the Site Plan Control application.

**Stronger together since 1999**



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



519-848-3620



**Building a safe, sustainable, welcoming community.**



For further information, please do not hesitate to contact us.

Sincerely,

Tammy Stevenson, C.E.T.  
Senior Project Manager

cc. Darren Jones, C.B.O., Township of Wellington North  
Curtis Marshall, Manager of Development Planning, County of Wellington

**Stronger together since 1999**



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



519-848-3620

**B. M. ROSS AND ASSOCIATES LIMITED****Engineers and Planners**

Box 1179, 206 Industrial Drive

Mount Forest, ON, Canada N0G 2L0

p. (519) 323-2945 [www.bmross.net](http://www.bmross.net)

File No. 23259

**BY EMAIL ONLY**

May 23, 2025

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

Township of Wellington North

7490 Sideroad 7 W, P. O. Box 125

Kenilworth, ON N0G 2E0

**Re: Mount Forest Drive Reconstruction  
Opinion of Probable Cost and Cost Sharing**

As requested, in relation to Choice Properties' proposed expansion of their 504 Main Street North retail property, we have prepared an estimate of the probable cost for reconstructing Mount Forest Drive east of the existing urban section (i.e. east of No Frills' westerly Mount Forest Drive entrance, to the easterly limit of Choice Properties' site).

The work is depicted on the enclosed Figure 1 and detailed in the enclosed table. As requested, the cost allocations for the roadway upgrades have been apportioned based on past practices of the Township for other developments, as follows:

- Since there is an existing municipal roadway, the Township will be responsible for the cost of replacing the existing base lift of asphalt and the existing gravel road base beneath that existing asphalt;
- Adjacent properties that are being developed and that are required to enter into an Agreement with the Township will generally be apportioned 50% of the cost to bring adjacent municipal road allowances up to a full urban section (e.g. where there is an existing semi-urban street, the developer would be responsible for edge cut to widen the gravel road base, curb & gutter, storm sewer, widening of the base asphalt, top lift of asphalt, sidewalk, and boulevard restoration). The costs would then be apportioned to the properties along the road allowance based on the lengths of their frontages.

The calculated cost allocations are summarized as follows:


| Description                       | Cost share                        |              |           |                   | Total     |
|-----------------------------------|-----------------------------------|--------------|-----------|-------------------|-----------|
|                                   | Canadian Tire                     | Cooley Group | Township  | Choice Properties |           |
| Mount Forest Drive Reconstruction | \$155,000                         | \$151,000    | \$287,000 | \$307,000         | \$900,000 |
|                                   | \$593,000 (i.e. Township portion) |              |           |                   |           |

Z:\23259-WN-Review\_504\_Main\_St\_N\_Exp\Projects\Mount Forest Drive urbanization\23259-2025-05-23-MountForestDr-Urbanization-Cost-WN-Let.docx

If you have any questions, please contact us.

Yours very truly

B. M. ROSS AND ASSOCIATES LIMITED

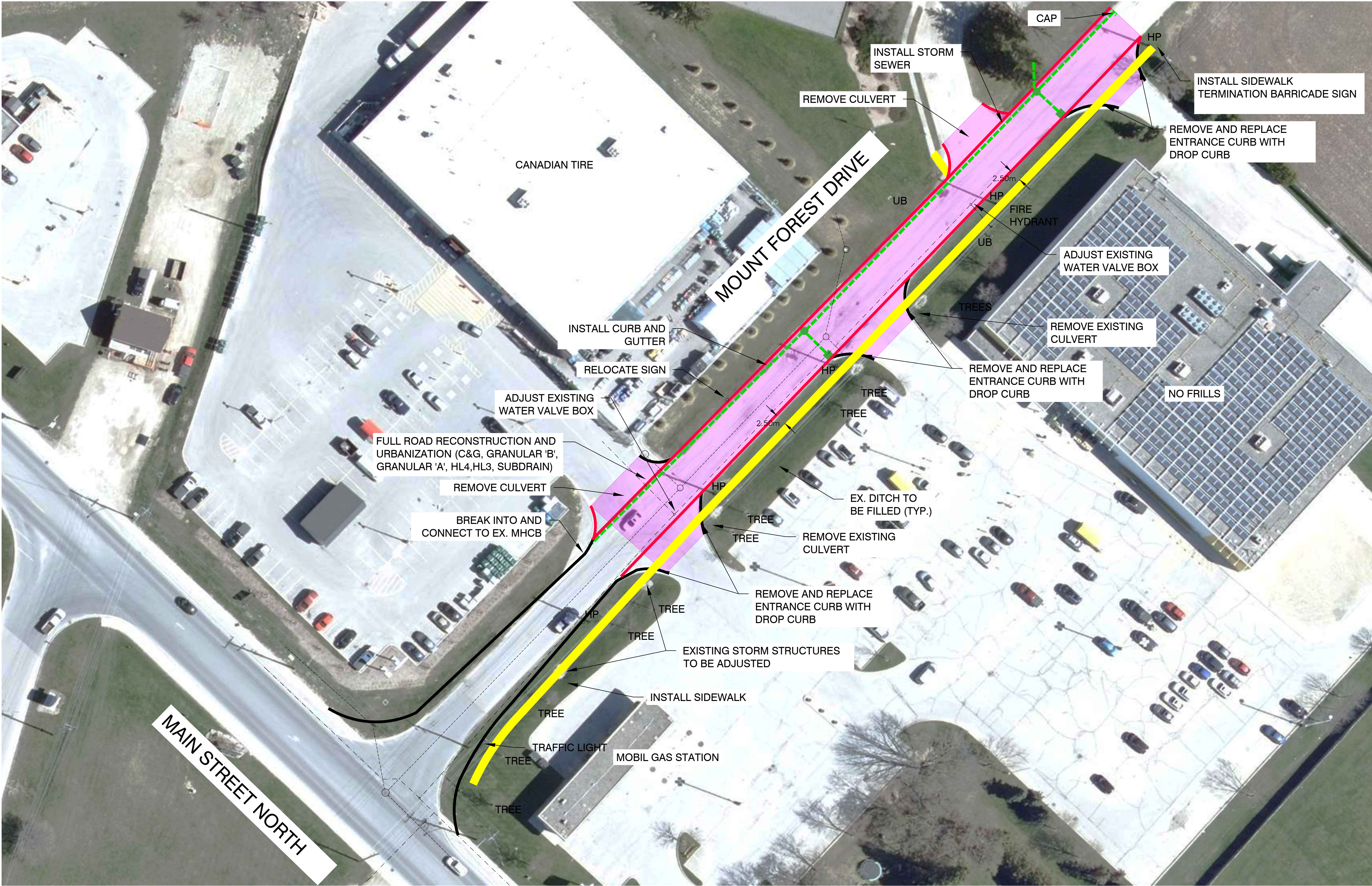
Per   
Frank Vanderloo, P.Eng.

FCV:fcv

**Mount Forest Drive Reconstruction**  
**(from the westerly No Frills entrance to the east limit of 504 Main Street North property)**

|   |
|---|
| <b>Scope inclusions:</b>  |
| <ul style="list-style-type: none"> <li>Upgrading the existing roadway to a full urban section (curb, 1.5m wide sidewalk, full road excavation, Gran. "B," storm sewer, subdrain, Gran. "A," 50mm HL4, tack coat, 50mm HL3, repaving entrances, boulevard restoration).</li> </ul>   |
| <b>Scope exclusions:</b>  |
| <ul style="list-style-type: none"> <li>Any road upgrades between Main Street and the westerly No Frills entrance (e.g. should TIS recommend turning lane or other roadway changes).</li> <li>Street lighting and photometrics.</li> <li>Sanitary sewer extension (it is already very shallow).</li> <li>Existing sanitary sewer repairs or replacement.</li> <li>Existing watermain repairs or replacement.</li> <li>Additional work that may be required to accommodate an extension to the storm sewer system, due to potential conflicts with the shallow sanitary sewer.</li> </ul> |

| Opinion of probable cost (inclusive of HST) |            |
|---|------------|
| Construction                                | \$ 742,500 |
| Geotechnical/Excess Soils                   | \$ 45,000  |
| Pre-engineering work (GTEL)                 | \$ 1,000   |
| Engineering                                 | \$ 111,500 |
| Total                                       | \$ 900,000 |
| Canadian Tire                               | \$ 155,000 |
| Cooley Group                                | \$ 151,000 |
| Township                                    | \$ 287,000 |
| Overall Township portion                    | \$ 593,000 |
| Choice Properties                           | \$ 307,000 |



**LEGEND**

- PROPOSED STORM
- PROPOSED WATER
- PROPOSED CURB AND GUTTER
- PROPOSED 1.8m WIDE SIDEWALK
- PROPOSED LIMITS OF PAVING
- EXISTING CURB AND GUTTER

1:400

North arrow pointing up.

**NOTE**  
The locations of existing underground utilities are shown in an approximate way only and have not been independently verified by the owner or its representative. The contractor shall determine the exact location of all existing utilities before commencing work and agrees to be fully responsible for any damages which might be occasioned by the contractor's failure to exactly locate and preserve any and all underground utilities.

**BENCHMARK INFORMATION**

|            |
|------------|
| B.M. Elev. |
| -          |
| -          |
| -          |

Design By: EEC      Checked By: FCV

**PRELIMINARY**

| No. | DATE           | REVISION |
|-----|----------------|----------|
| 1.  | April 24, 2025 | Drafts   |
|     |                |          |
|     |                |          |
|     |                |          |
|     |                |          |
|     |                |          |
|     |                |          |

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engineering better communities

Goderich   Kincardine   Mount Forest   Sarnia

**TOWNSHIP OF WELLINGTON NORTH**  
**MOUNT FOREST DRIVE**  
**SIDEWALK COST ESTIMATE**  
Conceptual Plan

|                      |
|----------------------|
| Project No.<br>23259 |
| Figure No.<br>1      |

Scale (24x36)  
1:400

- NOTES:
1. ASSUME ROAD WIDTH OF 8.5m
  2. CURB CONSTRUCTION CONFORMING TO OPSD 600.040
  3. SIDEWALK WIDTH OF 1.5m
  4. 2.5m BOULEVARD WIDTH BETWEEN SOUTH CURB AND SIDEWALK SHOULD ALLOW FOR EXISTING HYDRO RUNNING LINE TO REMAIN AND NOT REQUIRE RELOCATION. ACTUAL SIDEWALK ALIGNMENT AND TIE INTO EXISTING AT MAIN ST. TO BE DETERMINED AT TIME OF DETAILED DESIGN.
  5. STORM LAYOUT CONCEPTUAL AND NO DETAILED DESIGN HAS BEEN PERFORMED. ASSUMES THAT RECEIVING STORM SEWER HAS ADEQUATE CAPACITY TO ACCEPT THESE INCREASED FLOWS.
  6. DRIVING AND TURNING LANE LAYOUT REMAINS UNCHANGED FROM CURRENT CONFIGURATION FROM CANADIAN TIRE/ NO FRILLS OPPOSING ENTRANCES ON MOUNT FOREST DRIVE WESTWARD TO MAIN STREET (HIGHWAY NO. 6).
  7. ANY INCREASED TRAFFIC DUE TO FUTURE DEVELOPMENT ALONG MOUNT FOREST DRIVE (I.E. COMMERCIAL/INDUSTRIAL/HIGH DENSITY RESIDENTIAL DEVELOPMENT EAST OF SITE) HAVE NOT BEEN CONSIDERED IN CONCEPTUAL DESIGN.
  8. AERIAL IMAGE IS FROM 2020 DATA. SOME FEATURES OF THE EXISTING SITE CONSTRUCTED SINCE 2020 ARE NOT INCLUDED IN THE AERIAL IMAGE. (I.E. SIGNALIZED MAIN/MOUNT FOREST DRIVE INTERSECTION, TURNING LANE ON MOUNT FOREST DRIVE, AND URBANIZATION OF ROAD WEST OF CANADIAN TIRE ENTRANCE)

Data provided by the Ontario Ministry of Natural Resources and Forestry © Copyright: 2020 King's Printer of Ontario All Rights Reserved.



## TOWNSHIP OF WELLINGTON NORTH

TO: Mayor and Council

DATE: 2025-06-23

MEETING TYPE: Open

SUBMITTED BY: Tammy Stevenson, Manager of Infrastructure & Engineering

REPORT #: INF 2025-012

REPORT TITLE: Spring Traffic Counts

### RECOMMENDED MOTION

THAT the Council of the Corporation of the Township of Wellington North receive Report INF 2025-012 being a report on Spring Traffic Counts for information.

### PREVIOUS REPORTS/BY-LAWS/RESOLUTIONS

Report INF 2024-025 being a report on Fall Traffic Counts

Report INF 2024-024 being a report on Concession Road 4 North Traffic Study

Report INF 2024-010 being a report on Spring Traffic Counts

Report OPS 2024-042 being a report on Concession Road 4 North

Report OPS 2024-041 being a report on Fall Traffic Counts

Report OPS 2023-023 being a report on Traffic Counts

Report OPS 2022-031 being a report on Traffic Bylaw

Report OPS 2021-026 being a report on Traffic Counts

Report OPS 2021-022 being a report on Traffic Counts

Report OPS 2020-029 being a report on Traffic Counts

## BACKGROUND

Township staff coordinated traffic counts throughout Wellington North that were completed by a contractor in the spring of 2025.

Forty-five (45) traffic counts were conducted on Tuesday April 29, 2025, as shown in Attachment 1. Map locations of the traffic counts are shown in Attachment 2. These counts provide objective information of vehicles volumes on roads during a 24-hour period which can be used to inform conversations on maintenance prioritization, customer inquiries, municipal studies, development inquiries and other.

## ANALYSIS

Points of interest contained within Attachment 1:

1. Smith Street in Arthur saw a range of 7,019 to 9,461 vehicles while George Street saw a range of 9,804 to 11,398.
2. Eliza Street just north of George Street in Arthur saw 1,927 vehicles. Eliza Street just north of Bellefield Crescent saw 1,501 vehicles.
3. Main Street North in Mount Forest, south of Mount Forest Drive, saw 11,828 vehicles while Main Street S, south of King Street, saw 8,075 vehicles.
4. Cork Street in Mount Forest north of Princess Street saw 1,226 vehicles while Cork Street south of Melissa Crescent saw 381 vehicles.
5. Domville Street in Arthur east of Preston Street saw 970 vehicles while Domville Street west of Clarke Street saw 1,500 vehicles.
6. Conestoga Street in Arthur in front of Arthur Public School saw 973 vehicles, while Tucker Street in front of St. John Catholic School saw 805 vehicles

## **COMMUNITY VEHICLE SPEED:**

### **Arthur**

The urban community of Arthur has a posted speed limit of 50 km/hr. Thirteen (13) traffic collector devices were set up throughout the community and it was observed that Smith Street had an average speed range of 46-56 km/hr with an 85% percentile range of 58-65 km/hr. George Street had an average speed range of 35-53 km/hr with an 85% percentile range of 46-60 km/hr. The local streets had an average speed ranging between 30-46 km/hr with an 85% percentile ranging between 37-56 km/hr.

### **Mount Forest**

The urban community of Mount Forest has a posted speed limit of 50 km/hr. Seventeen (17) traffic collector devices were set up throughout the community and it was observed that Main Street North had an average speed range between 38-40 km/hr with an 85% percentile range between 49-53 km/hr. Main Street South had an average speed of 38 km/hr with an 85% percentile speed of 47 km/hr. Queen Street West had an average speed range between 49-53 km/hr with an 85% percentile range between 58-61 km/hr. Queen Street

East had an average speed range between 44-63 km/hr with an 85% percentile range<sup>082</sup> between 53-73 km/hr. The local streets had an average speed ranging between 27-44 km/hr with an 85% percentile ranging between 35-53 km/hr with Bentley Street at 62 km/hr.

### **Rural Roads**

The rural roads that had traffic collector devices set up were on roads that have a posted speed limit of 80 km/hr. Twenty (20) traffic collector devices were set up throughout the community. Rural roads with the posted speed limit of 60 km/hr were observed to have an average speed range between 49-72 km/hr with an 85% percentile range of 64-88 km/hr. Rural roads with the posted speed limit of 80 km/hr were observed to have an average speed range between 47-91 km/hr with an 85% percentile range of 53-108 km/hr.

Staff are working on an Urban Traffic Impact Study as part of the 2025 Capital Budget with further information to come in fall 2025. Future report on Traffic Calming Pilot projects will be coming to Council in the near future to support the Urban Traffic Impact Study.

### **CONSULTATION**

Consultation with Township's CAO and Manager of Transportation

### **FINANCIAL CONSIDERATIONS**

Traffic counts cost approximately \$100 per location for a 24-hour count plus setup fee.

### **ATTACHMENTS**

Attachment 1 – 2025 Spring Traffic Count Summary

Attachment 2 – 2025 Spring Traffic Count Map

### **STRATEGIC PLAN 2024**

- ☒ Shape and support sustainable growth  
How: Routine monitoring of our roadways to collect data that can be used to inform conversations on maintenance prioritization, customer inquiries, municipal studies, development inquiries and other.
- ☐ 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 ☒

## ATTACHMENT 1

**2025 Spring Traffic Count Summary**  
**Tuesday, April 29, 2025**

| MAP ID   | ROAD NAME                    | TRAFFIC COUNT  |               |               |              | SPEED COUNT  |                |               |
|----------|------------------------------|----------------|---------------|---------------|--------------|--------------|----------------|---------------|
|          |                              | ROAD DIRECTION | NORTH OR EAST | SOUTH OR WEST | TOTAL        | POSTED SPEED | 85% PERCENTILE | AVERAGE SPEED |
| WN25-001 | 590 Queen Street W           | EW             | 2313          | 2314          | <b>4627</b>  | 50           | 61             | 53            |
| WN25-002 | 470 Cork Street              | NS             | 613           | 613           | <b>1226</b>  | 50           | 53             | 43            |
| WN25-003 | 577 Cork Street              | NS             | 211           | 170           | <b>381</b>   | 50           | 48             | 39            |
| WN25-004 | Hwy 6 S at Mount Forest Sign | NS             | 3310          | 3182          | <b>6492</b>  | 50           | 87             | 76            |
| WN25-005 | 136 South Water Street       | EW             | 55            | 60            | <b>115</b>   | 50           | 45             | 35            |
| WN25-006 | 141 North Water Street       | EW             | 336           | 334           | <b>670</b>   | 50           | 53             | 44            |
| WN25-007 | 291 Queen Street W           | EW             | 2420          | 2293          | <b>4713</b>  | 50           | 58             | 49            |
| WN25-008 | 201 Main Street S            | NS             | 4361          | 3714          | <b>8075</b>  | 50           | 47             | 38            |
| WN25-009 | 140 Queen Street E           | EW             | 2176          | 2586          | <b>4762</b>  | 50           | 53             | 44            |
| WN25-010 | 445 Albert Street            | EW             | 812           | 839           | <b>1651</b>  | 50           | 53             | 44            |
| WN25-011 | Queen Street E               | EW             | 1800          | 1804          | <b>3604</b>  | 50           | 73             | 63            |
| WN25-012 | 457 Wellington St East       | EW             | 380           | 376           | <b>756</b>   | 50           | 46             | 36            |
| WN25-013 | 381 Main Street N            | NS             | 4757          | 4791          | <b>9548</b>  | 50           | 53             | 40            |
| WN25-014 | 355 Fergus Street N          | NS             | 441           | 353           | <b>794</b>   | 50           | 49             | 41            |
| WN25-015 | 460 Main St North            | NS             | 5785          | 6043          | <b>11828</b> | 50           | 49             | 38            |
| WN25-016 | 101 Mount Forest Drive       | EW             | 838           | 1750          | <b>2588</b>  | 50           | 35             | 27            |
| WN25-017 | 913 Bentley Street           | EW             | 38            | 37            | <b>75</b>    | 50           | 62             | 52            |
| WN25-018 | 24 Wells St E                | NS             | 396           | 434           | <b>830</b>   | 50           | 55             | 43            |
| WN25-019 | 431 Smith Street             | EW             | 3443          | 3576          | <b>7019</b>  | 50           | 65             | 56            |
| WN25-020 | 320 Smith Street             | EW             | 4658          | 4803          | <b>9461</b>  | 50           | 58             | 46            |
| WN25-021 | 143 Conestoga St             | EW             | 465           | 508           | <b>973</b>   | 50           | 37             | 30            |
| WN25-022 | 350 Domville Street          | EW             | 481           | 489           | <b>970</b>   | 50           | 49             | 40            |
| WN25-023 | 180 Domville Street          | EW             | 730           | 770           | <b>1500</b>  | 50           | 54             | 45            |
| WN25-024 | 315 Tucker St                | NS             | 420           | 385           | <b>805</b>   | 50           | 50             | 40            |
| WN25-025 | 350 Eliza St                 | NS             | 810           | 691           | <b>1501</b>  | 50           | 56             | 46            |
| WN25-026 | 150 George Street            | NS             | 5370          | 5651          | <b>11021</b> | 50           | 46             | 35            |
| WN25-027 | 154 Frederick St West        | NS             | 142           | 215           | <b>357</b>   | 50           | 54             | 42            |
| WN25-028 | 244 George Street            | NS             | 4765          | 5039          | <b>9804</b>  | 50           | 49             | 40            |

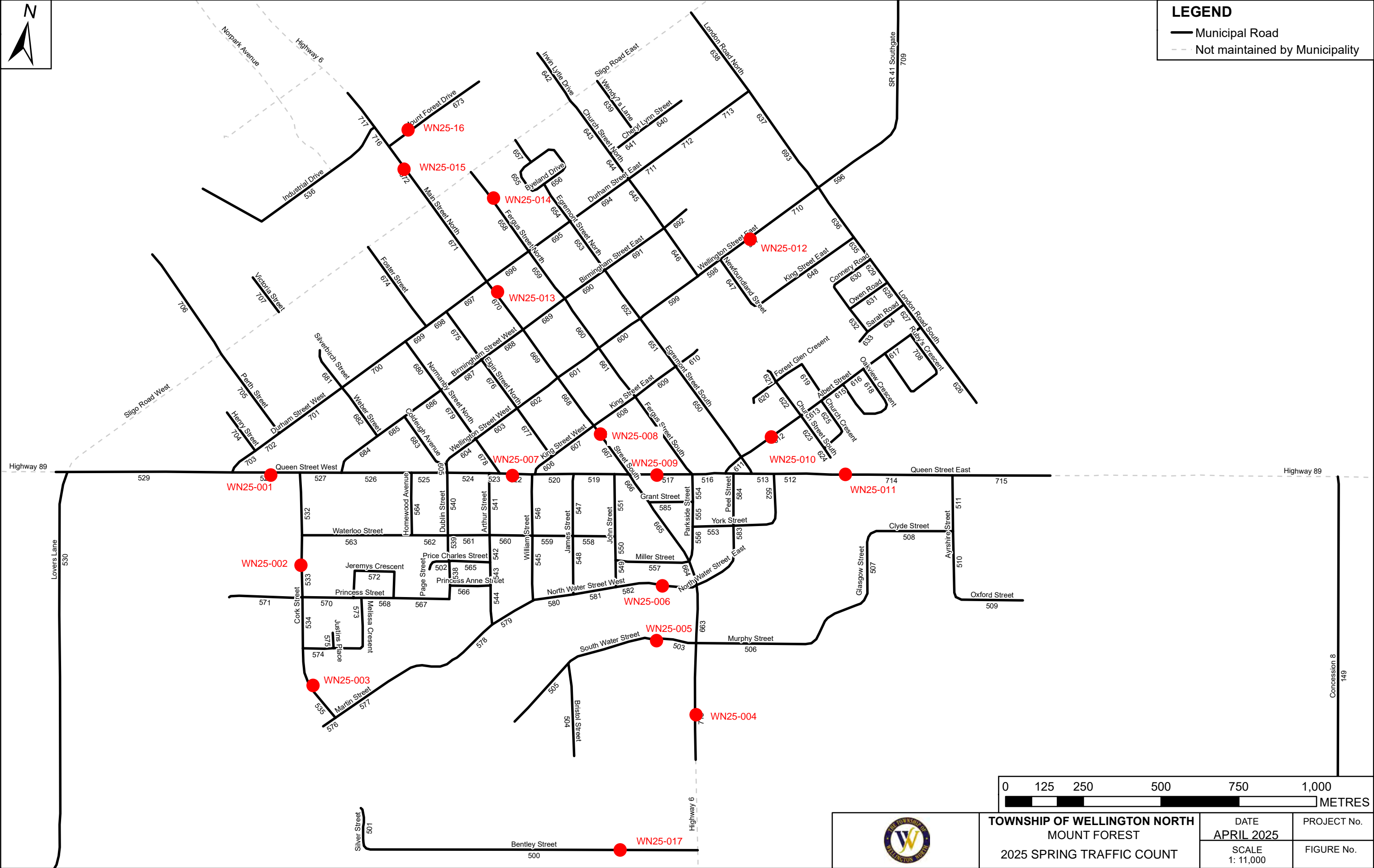
| MAP ID   | ROAD NAME                    | TRAFFIC COUNT  |               |               |              | SPEED COUNT  |                |               |
|----------|------------------------------|----------------|---------------|---------------|--------------|--------------|----------------|---------------|
|          |                              | ROAD DIRECTION | NORTH OR EAST | SOUTH OR WEST | TOTAL        | POSTED SPEED | 85% PERCENTILE | AVERAGE SPEED |
| WN25-029 | 301 George Street (on Eliza) | NS             | 984           | 943           | <b>1927</b>  | 50           | 26             | 19            |
| WN25-030 | 331 George Street            | NS             | 5744          | 5654          | <b>11398</b> | 50           | 60             | 53            |
| WN25-031 | 6828 Sideroad 3W             | EW             | 228           | 227           | <b>455</b>   | 60           | 88             | 72            |
| WN25-032 | 6989 Sideroad 3W             | EW             | 225           | 217           | <b>442</b>   | 80           | 99             | 85            |
| WN25-033 | 7012 Sideroad 3W             | EW             | 338           | 328           | <b>666</b>   | 80           | 98             | 83            |
| WN25-034 | 9228 Concession 11           | NS             | 177           | 168           | <b>345</b>   | 80           | 102            | 84            |
| WN25-035 | 9173 Concession 11           | NS             | 216           | 239           | <b>455</b>   | 60           | 64             | 49            |
| WN25-036 | 9109 Concession 11           | NS             | 212           | 200           | <b>412</b>   | 80           | 100            | 81            |
| WN25-037 | 9549 Concession 4 North      | NS             | 60            | 49            | <b>109</b>   | 80           | 82             | 66            |
| WN25-038 | 9328 Concession 4 North      | NS             | 70            | 49            | <b>119</b>   | 80           | 88             | 64            |
| WN25-039 | 7980 Sideroad 10E            | NS             | 43            | 44            | <b>87</b>    | 80           | 88             | 75            |
| WN25-040 | 8049 Line 4                  | EW             | 136           | 119           | <b>255</b>   | 80           | 99             | 84            |
| WN25-041 | 8137 Line 4                  | EW             | 143           | 118           | <b>261</b>   | 80           | 100            | 79            |
| WN25-042 | 8043 Line 2                  | EW             | 336           | 375           | <b>711</b>   | 80           | 100            | 83            |
| WN25-043 | 8218 Line 2                  | EW             | 274           | 299           | <b>573</b>   | 80           | 108            | 93            |
| WN25-044 | 8619 Sideroad 7              | NS             | 30            | 28            | <b>58</b>    | 80           | 78             | 56            |
| WN25-045 | 8355 Line 2                  | EW             | 265           | 291           | <b>556</b>   | 80           | 104            | 88            |
| WN25-046 | 8465 Line 2                  | EW             | 273           | 296           | <b>569</b>   | 80           | 106            | 91            |
| WN25-047 | 8485 Sideroad 7              | NS             | 41            | 49            | <b>90</b>    | 80           | 84             | 63            |
| WN25-048 | 7574 1st Line                | NS             | 206           | 220           | <b>426</b>   | 80           | 53             | 38            |
| WN25-049 | 7463 2nd Line                | NS             | 73            | 69            | <b>142</b>   | 80           | 87             | 64            |
| WN25-050 | 7416 3rd Line                | NS             | 204           | 160           | <b>364</b>   | 80           | 60             | 47            |



LEGEND

Municipal Road

Not maintained by Municipality

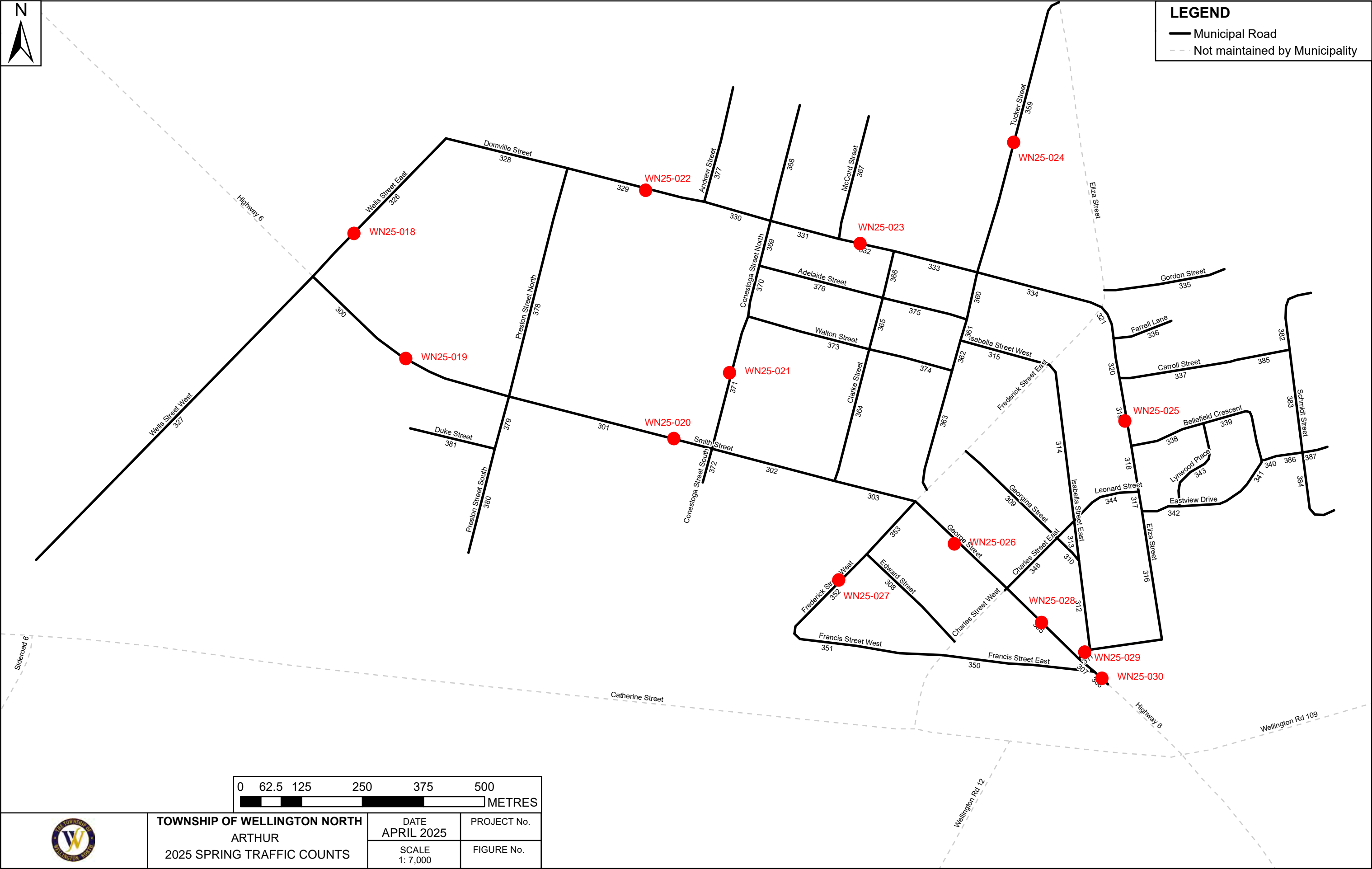




LEGEND

Municipal Road

Not maintained by Municipality



TOWNSHIP OF WELLINGTON NORTH  
ARTHUR  
2025 SPRING TRAFFIC COUNTS

|                    |             |
|--------------------|-------------|
| DATE<br>APRIL 2025 | PROJECT No. |
| SCALE<br>1: 7,000  | FIGURE No.  |

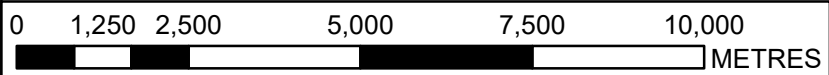


LEGEND

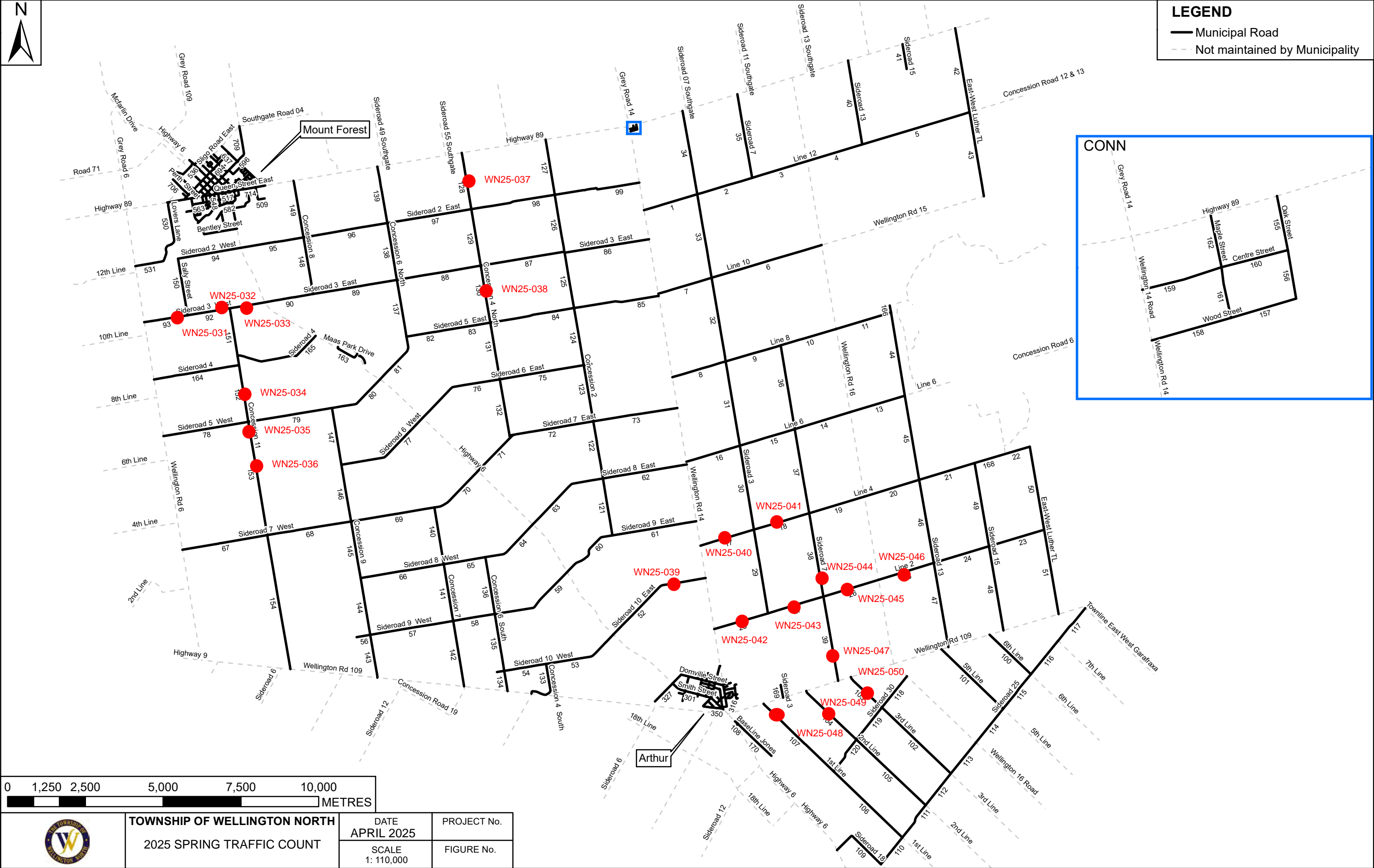
Municipal Road

Not maintained by Municipality

CONN



|  |   |                     |             |
|--|---|---------------------|-------------|
|  | TOWNSHIP OF WELLINGTON NORTH<br>2025 SPRING TRAFFIC COUNT | DATE<br>APRIL 2025  | PROJECT No. |
|  |   | SCALE<br>1: 110,000 | FIGURE No.  |





## TOWNSHIP OF WELLINGTON NORTH

TO: Mayor and Council

DATE: 2025-06-23

MEETING TYPE: Open

SUBMITTED BY: Chris Harrow, Fire Chief/Director Fire Services

REPORT #: FIRE 2025-004

REPORT TITLE: Tri-Fire Service Strategic Plan

### RECOMMENDED MOTION

THAT the Council of the Corporation of the Township of Wellington North receive Report Fire 2025-004 Tri-Fire Service Strategic Plan;

AND THAT Council adopt the strategic plan for the Tri-Fire Service as presented.

### PREVIOUS REPORTS/BY-LAWS/RESOLUTIONS

N/A

### BACKGROUND

Wellington North Fire Services has not undertaken the entire process of writing a master fire plan previously. The management team has spoken to Council in the past about undertaking the process, which has now been completed. Surveys and workshops were done with Council and the firefighters for input into this document. The final iteration of the master fire plan was put on hold so a tri-fire service plan could be written.

### ANALYSIS

The fire management team, through consultation with the municipalities, decided to write one master fire plan strategic document for Mapleton, Minto and Wellington North. The aligned document will allow the team to work with all three departments in a similar direction. It also provides a clear strategic path for all three departments, clarifying future direction.

Many equipment/apparatus items the management team is currently considering purchasing for the future, are already similar between the three departments. Staff are looking at size and type of trucks for all three departments to be placed in a long-term budgeting plan. The management team has already aligned much of the equipment which allows for easier

operations on an emergency scene. The management team has also revised each organization so that everyone is operating under the same structure. This makes it easier for firefighters to understand reporting guidelines for each station.

The master fire plan does have some specifics for each department where required. Most of the plan aligns all the strategic objectives for the three departments and directs them to all move in the same direction.

## CONSULTATION

The management teams has consulted with all of the Councils and firefighters from each municipality to aid in writing this document. All have provided valuable input used in the formations of the strategic goals.

## FINANCIAL CONSIDERATIONS

There are no financial considerations in receiving this report for information. Any financial implications will be brought forward in the appropriate budget year.

## ATTACHMENTS

Attachment 1 - Tri-Fire Service Strategic Plan

Attachment 2 - Tri-Fire Service Power point presentation

## STRATEGIC PLAN 2024

- ☐ Shape and support sustainable growth  
How:
- ☒ Deliver quality, efficient community services aligned with the Township's mandate and capacity  
How: Aligning the Fire Department's strategies with the Municipality's as well as the other two fire departments.
- ☐ Enhance information sharing and participation in decision-making  
How:
- ☐ N/A Core-Service

Approved by: Brooke Lambert, Chief Administrative Officer ☒

Tri-Fire Services

# STRATEGIC PLAN 2025-2028



## Mapleton, Minto & Wellington North



# Land Acknowledgement

The lands we know today as the Town of Minto, Township of Wellington North and Township of Mapleton have been home to Indigenous peoples since time immemorial.

We acknowledge that we are on the treaty lands and traditional territory of the Anishinaabe and the Haudenosaunee.

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# Welcome

**“Leadership is the power of one harnessing the power of many.” — John C. Maxwell**

In today’s rapidly evolving landscape, the need for forward-thinking and innovative strategies has never been more critical. Our strategic plan is designed to propel our organization into the future, embracing change and fostering a culture of continuous improvement.

By prioritizing innovation, we aim to not only adapt to emerging trends but also to set new standards within fire services. When opportunities emerge, we are ready to meet them.

This plan outlines our commitment to leveraging our collective power as three fire services, cultivating creative solutions, and enhancing our operational efficiencies. Through a collaborative approach, we will harness the collective expertise of our team, firefighters, council and communities to drive a sustainable fire service and achieve our long-term objectives.

As we embark on this journey, we remain dedicated to our foundational pillars of people, performance and partnerships.

## **People:**

Dedication to those we lead and those we serve. Our people are our highest priority.

## **Performance:**

Working with precision to consistently deliver outstanding results in all endeavors.

## **Partnerships:**

Building on the importance of collaboration, mutual respect, and shared goals to achieve greater success together.

We are inspired by the work that is laid out before us. We are committed to keeping the trust and confidence of our residents and members of council.

“If everyone is moving forward together, then success takes care of itself.” - Henry Ford



Director of Fire Services

# Vision, Motto & Mission

## Our Mission

Our mission is to safeguard lives, property, and the environment through compassionate emergency response services.

We focus on fire prevention, education, and community engagement to ensure our communities are safe. Through training and collaboration, we aim to be a resilient force, serving with courage, and respect.

## Our Vision

Our vision is to lead in fire and emergency services by using advanced technologies and innovative practices. We aim to foster a culture of continuous improvement and collaboration, investing in training and equipment to enhance safety, efficiency, and resilience for a safer future.

## Our Values

### *Compassion*

Showing care for those in need, providing support and comfort during emergencies.

### *Integrity*

Upholding the highest ethical standards and being transparent in all actions.

### *Innovation*

Embracing new technologies and practices to enhance service delivery and operational efficiency.

### *Service*

Committing to serve the community with dedication, professionalism, and a focus on public safety.

### *Teamwork*

Collaborating effectively with each other, neighbouring stations, other agencies, and the community to achieve common goals.

### *Trust*

Having confidence in the reliability of individuals and systems.

# Strategic Virtues



## Together

### **Accountability**

Increased transparency among stakeholders.

Striving for excellence and being answerable for achieving goals.

### **Collaboration**

Working cohesively as one fire service while still supporting the identities of each individual service.

### **Precision**

Striving for correctness in data, processes and outcomes.



## Mapleton Fire Rescue

### **Culture**

Building shared values and clarifying expectations of brother stations.

### **Communication**

Increasing communication amongst members and understanding of new fire service environment.



## Minto Fire

### **Connection**

Increasing cross pollination of firefighters across stations and increasing opportunities for firefighters to connect.

### **Growth**

Developing our young firefighters into the leaders of tomorrow.



## Wellington North Fire Service

### **Stability**

Building a foundation of new firefighters interested in investing in the service.

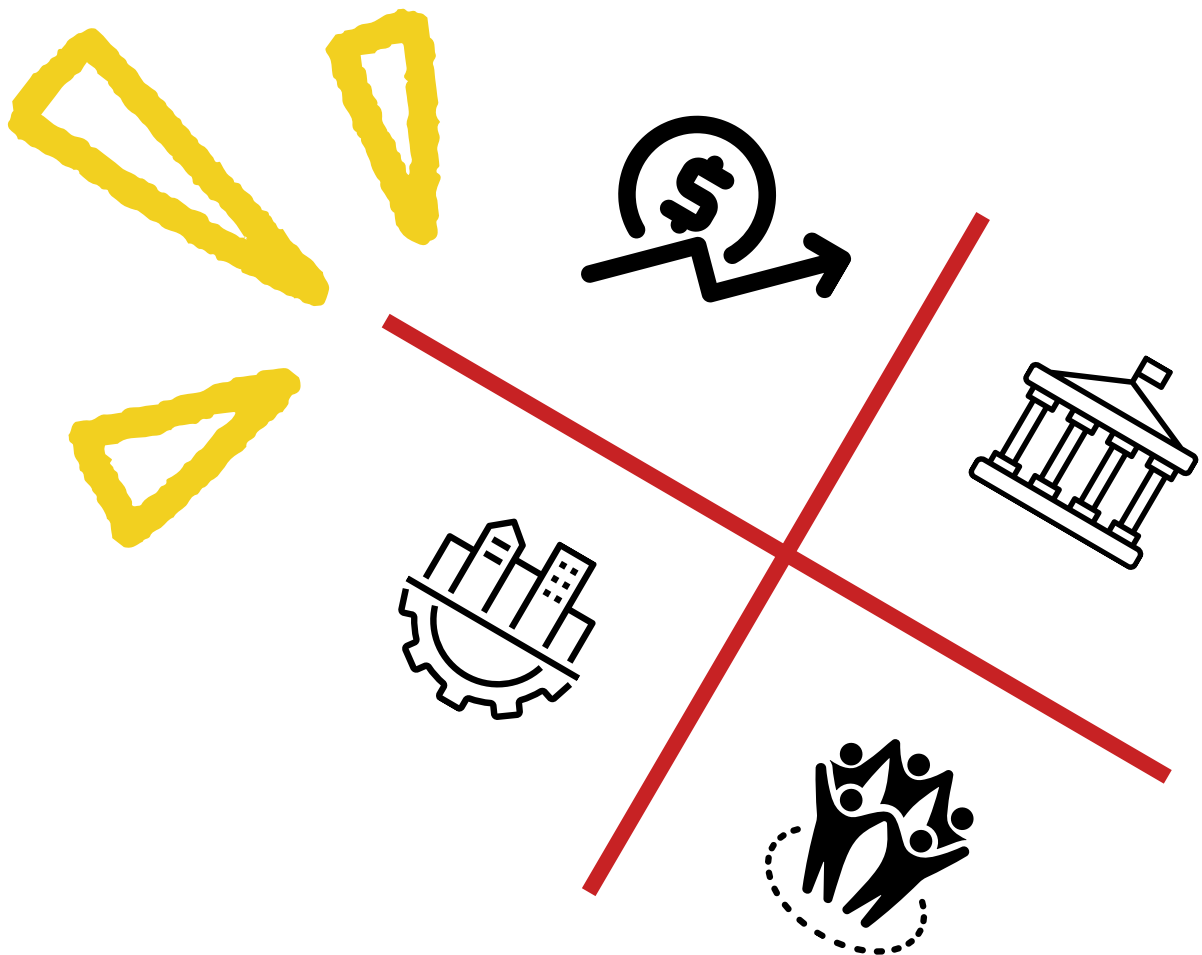
### **Culture**

Fostering relationships between firefighters and stations of teamwork and trust.

# Municipal Strategic Plans

## Aligning Key Priorities

It is important this Master Fire Plan is a document that aligns with the current strategic plans of all three municipalities. By not aligning the plan with the overall strategic vision of each municipality, there could be competing agendas which results in inefficiencies. After reviewing all three of the municipal strategic plans, the management team is confident the direction of the master fire plan aligns with the strategic priorities of the three municipalities. The main themes from all strategic plans are related to: responsible management of infrastructure and assets, a strong economy, community well-being and responsible government.



# Municipal Strategic Plans

## How does the Master Fire Plan incorporate strategic municipal themes?

### *A Strong Economy...*

By preventing and mitigating fire-related incidents, fire services help protect lives and property. This reduces economic losses ensuring businesses can operate smoothly.

Effective fire services contribute to community resilience, making areas more attractive for businesses and residents. This can lead to increased economic activity and growth.

### *Responsible Management of Infrastructure & Assets...*

The tri-fire service partnership will strengthen each fire department's ability to manage infrastructure and assets more resourcefully. The fire departments will be able to do more with less because collectively they have more capacity operating as one department.

### *Community Health & Wellbeing...*

Fire services contribute significantly to community health and well-being in various ways. Fire departments foster a sense of community through emergency medical services, fire prevention services, public education events, open houses, and disaster response programs. This engagement promotes social cohesion and a supportive community environment.

### *Responsible Government...*

Modernizing department processes with digital technology can make information sharing more efficient. Lean operations will aid in ensuring effective use of resources amongst the tri-fire services.

# Introduction

## Our Departments

The tri-fire services of Mapleton, Minto and Wellington North are three distinct fire departments served by one management team that protects the communities located in the Township of Mapleton, Town of Minto and the Township of Wellington North.

### Mapleton Fire Rescue

The Township of Mapleton has two fire stations: Drayton (Station 70) and Moorefield (Station 80). There are 50 volunteer firefighters that serve in Mapleton.

### Minto Fire

The Town of Minto has three stations: Palmerston (Station 10), Harriston (Station 11) and Clifford (Station 14). There are 85 volunteer firefighters that serve in Minto.

### Wellington North

The Township of Wellington North has two fire stations: Mt. Forest (Station 12) and Arthur (Station 90). There are 50 volunteer firefighters that in the Township of Wellington North.

Together we serve a population of 31 740 and protect 1362.56 square kilometres.



# Agreements

## About

Agreements come in many different forms and are key in day to day operations. Examples of agreements within the three services include:

- **Mutual Aid Agreement:** Required by the Province, this allows departments in Wellington County and nearby areas to provide reciprocal services during specific incidents, ensuring like for like resource sharing.
- **Automatic Aid Agreements:** These enable a neighbouring municipality's station to respond to incidents in other municipalities if they are closer to the incident. For instance, in the Township of Mapleton, Linwood and Floradale can arrive quicker to Wallenstein. This allows for a quick initial response and buys Mapleton Fire time to get there in the event of a large scale incident.
- **Fire Protection Agreement:** This involves a nearby department protecting a specific area for a fixed fee, usually renewed every three to five years. They handle incidents in that area but can call the home department for larger emergencies. Minto Fire provides fire protection through an agreement with Howick and North Perth.

With the new partnership agreement that we are operating under, agreements are going to play a large part of our new response capabilities. Our goal is to sign an agreement between the three municipalities that allows any station from any of the departments to respond to an incident within our areas. This will allow us to set up response zones that operate by closest fire station. If the two closest stations are from different municipalities, it will be irrelevant as the agreement will allow the three services to essentially operate as one. It will all be done by travel distances to ensure we are getting resources there as quick as possible.

The response agreement noted above will ensure that all of our residents get quick, quality service in their time of need. All response metrics will be monitored and accurate data will be maintained to prevent any municipality from being exploited. The objective is to establish a seamless response across the three municipalities and their neighboring areas.

The partnership agreement that is being implemented is unique to Ontario and is proving effective in its early stages; however, the agreement will be reviewed annually to ensure it's operating optimally.

# Agreements

## Current Agreements

|                    | Fire Protection  | Automatic Aid |
|--------------------|--|---------------|
| <b>Mapleton</b>    | Woolwich<br>Wilmot<br>Centre Wellington<br>Wellington North<br>*all agreements are for services received |               |
| <b>Minto</b>       | Howick<br>North Perth  |               |
| <b>Well. North</b> | Mapleton<br>Southgate<br>West Grey<br>*all agreements are for services given                             |               |

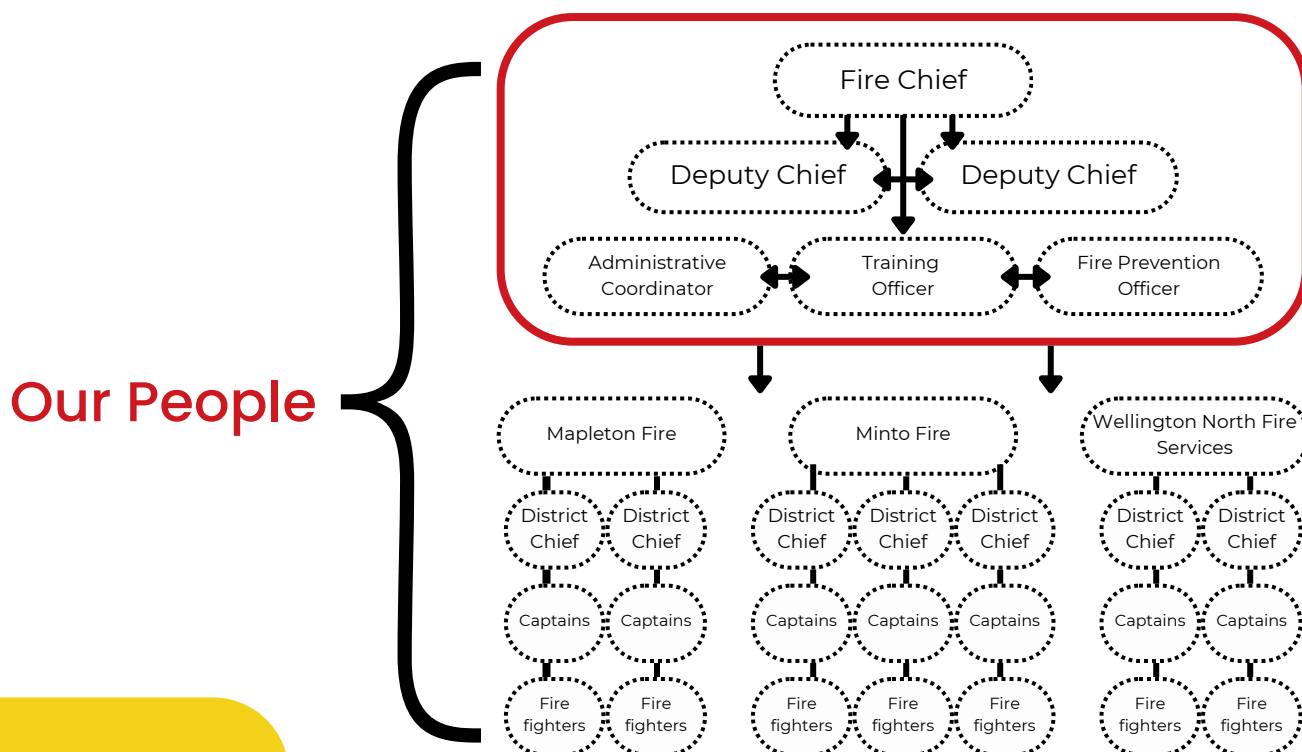
## Recommendations

- 1.Create an agreement for seamless responses within the three municipalities that allows the closest stations respond to any incident.
- 2.Review all current agreements with neighbouring municipalities and ensure they are updated and fit the current landscape of the departments.
- 3.Continue to monitor the partnership agreement and bring regular reports back to the Councils.

# The Organizations

## Corporate Structure

Three fire departments operate as separate units; however they are overseen by one management team of six.



### Did You Know?

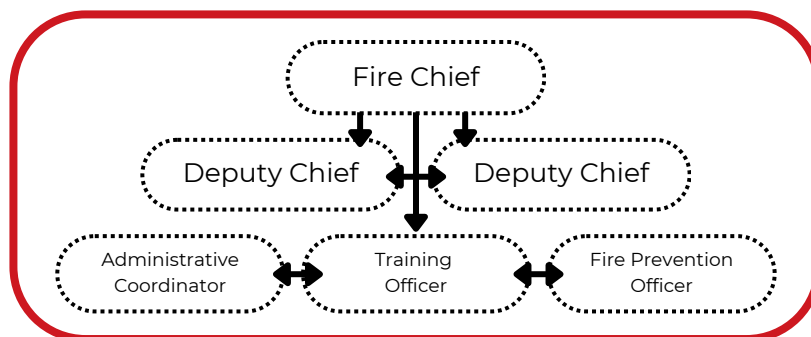
There are approximately 180 paid on-call (volunteer) firefighters in Mapleton, Minto & Wellington North.

Amongst the firefighters there are

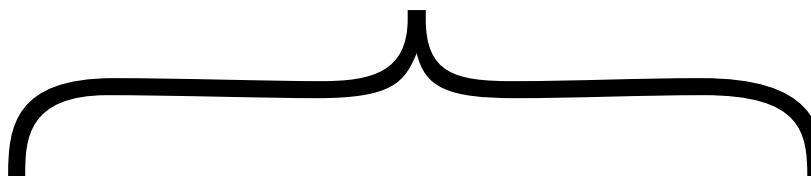
- 7 district chiefs,
- 28 captains,
- 7 training officers,
- 138 firefighters.

# Core Service Delivery

## Functional Areas



## Our Services



- Administrative Services
- Communications & Technology
- Quality Assurance & Data Management
- Mechanical Maintenance
- Professional Development & Training
- Public Education
- Operations
- Fleet Maintenance
- Emergency Management
- Human Resources
- Fire Investigation
- Fire Inspection & Enforcement

# Core Service Delivery

## Functional Areas & Divisions

**Administrative Services:** Responsible for all aspects of business and staff services within the three departments. This includes business services which incorporates all aspects of finance and administration including budget management.

**Communications, Technology:** Responsible for radio infrastructure administration, truck devices, and business systems (RMS, First Due), and inter-operability interfaces.

**Data Management:** Responsible for supporting decision-makers with comprehensive business intelligence, applying analytics to measure and improve fire services performance, and developing and implementing analytical tools and systems to improve effectiveness.

**Fire Prevention, Inspection, Investigation and Enforcement:** Mandated to provide building fire safety inspections, building plan examination services and ensure compliance with Fire Code regulations through zero-tolerance enforcement strategies to enforce the Fire Code for the safety of occupants and the protection of property. Inspections are conducted based on the risk associated with particular types of occupancies. Investigate circumstances, origin and cause of fires within the municipality.

**Quality Management:** Responsible for frameworks and procedures, quality assurance, continuous improvement, and all documentation.

**Mechanical Maintenance:** Responsible for all procurement, maintenance and repairs of fire apparatus, support vehicles and firefighting equipment.

**Professional Development & Training:** Responsible for training new recruits and delivering ongoing training for all operations personnel including special operations, medical services, officer development, and training on all new apparatus and equipment. This function is also responsible for personnel development and succession planning initiatives.

# Core Service Delivery

## Functional Areas and Divisions

**Public Education:** The Public Education section is mandated by the FPPA to educate the public, particularly vulnerable groups such as children and seniors, to recognize hazardous situations that could lead to fire, and take action to avoid or prevent incidents of injury due to fire. This unit is also responsible for community outreach for all of Fire Services.

**Emergency Management:** Responsible for reducing possible consequences of emergencies and aiding in the return of normal operations of the town.

**Human Resources:** Responsible for the recruitment and onboarding of employees, as well; this unit is responsible for employee well-being and performance.

**Financial Management:** Responsible for the creation, operation and planning of the three department's budget, all of which remain separate. This unit also designs and implements long term budgeting and financing of all major equipment, apparatus and building projects for the departments.



# Core Service Delivery

## Operations

Operations: Provides critical fire suppression services, as well as, first response to motor vehicle collisions, medical emergencies and other disasters.

|   | Mapleton   | Minto      | Wellington North |
|---|------------|------------|------------------|
| <b>Fire Suppression<br/>(Offensive &amp; Defensive)</b> | Offered    | Offered    | Offered          |
| <b>Emergency Pre-Hospital Care</b>                      | Offered    | Offered    | Offered          |
| <b>Special Technical / Rescue Services</b>              |            |            |                  |
| Swift Water   | Awareness  | Awareness  | Awareness        |
| Ice Water   | Awareness  | Awareness  | Awareness        |
| Confined Space Rescue                                   | Awareness  | Awareness  | Awareness        |
| Auto Extrication  | Operations | Operations | Operations       |
| Hazardous Materials                                     | Operations | Operations | Operations       |
| Trench Rescue   | Awareness  | Awareness  | Awareness        |
| Rope Rescue   | Awareness  | Awareness  | Awareness        |

# Core Service Delivery

## Operations

Fire Suppression services are delivered in both an offensive and defensive mode and include search and rescue operations, forcible entry, ventilation, protecting exposures, salvage and overhaul as appropriate.

Emergency pre-hospital care responses and medical acts such as defibrillation, first responder first aid, CPR and emergency medical in-house training shall be maintained to department protocols as agreed and responded to as per the latest tiered response agreement with the City of Guelph - Guelph Wellington Paramedic Services. All firefighters will be progressing to certifications of specific protocols for medical treatments through the Base Hospital Program for this area.

Special technical and/ or rescue services shall include performing extrication using hand tools, air bags and heavy hydraulic tools as required. Fire departments will not provide water rescue, confined space rescue, trench rescue, high angle rescue, HUSAR, hazardous materials responses or highly specialized technical rescue beyond the basic awareness level.

### Definitions:

- Awareness - Firefighter should be capable of recognizing conditions requiring a technical rescue and making appropriate notifications.
- Operations - Firefighter should be capable of hazard recognition, equipment use and the techniques necessary to operate a rescue incident.
- Technician - Firefighter should be capable of hazard recognition, equipment use and techniques necessary to operate and supervise a rescue incident.

# Emergency Management

## Overview

The County of Wellington emergency management division complete the administration and provincial requirements for emergency management in Ontario. The fire management team, however, has key roles within the emergency management control groups for each municipality. Emergency management seems to be becoming more and more important with the number of intense climate events increasing so it is imperative to remain prepared.

Recent research has indicated that Ontario is likely to experience an increase in extreme weather events due to climate change. These hazards could include heavy rainfall, intense snow or ice storms, various temperature extremes and flooding risks. The change in climate highlights the importance of preparedness and adaptation strategies to help mitigate the impacts of extreme weather on our municipalities.

There are processes the management team should put into place that will assist in streamlining the responses to emergencies in the three municipalities. The first area the group can manage is the communications being disseminated by the municipalities during emergencies. There are many templates and messaging already developed that the team can deploy for any of the areas. This saves time and effort for other municipal staff to focus on their areas of need. The fire management group is also well equipped to handle media and all inquiries. The role of the public information officer is key in an emergency event and should be handled by staff that are boots on the ground.

Overall management of the Emergency Operations Center (EOC), as well as the field operations can be enhanced in each municipality by the fire management team. Most of the team is certified in emergency management and incident command. With back ups in place for each position at an EOC, the management team will be able to help guide all of the municipalities through the crisis and the recovery.

# Emergency Management

## Recommendations

1. Develop internal plans surrounding the management of EM events from a tri-fire services perspective.
2. Develop partnerships with EM public education to educate the public on becoming better prepared for emergencies.
3. Analyze current EM procedures and look at how new technology trends can aid in response.
4. Develop a communications plan from a tri-services perspective and train other EM staff on the procedures.
5. Formalize municipal responsibilities for the role of PIO and standardize it across the three municipalities.
6. Ensure all Fire Management team members are certified in the appropriate emergency management courses to offer support to the three EOC's.



### Did You Know?

- Ontario is experiencing more frequent and severe weather events, including heatwaves, heavy rainstorms, and wildfires. The number of days with extreme heat is projected to quadruple by the 2080s.
- The frequency and intensity of wildfires in Ontario have increased significantly. The 2023 wildfire season was particularly destructive, with fires consuming more than double the previous record and nearly seven times the historical average. This trend is attributed to climate change, which has led to hotter, drier conditions and longer fire seasons.

# Mechanical & Fleet Maintenance

## Overview

Fire apparatus and light-duty vehicles are significant expenses for fire departments. Smart purchasing and management are crucial for fiscal responsibility and public trust. Each department invests heavily in these assets, with varying lifespans depending on type and usage.

## Current Fleet

### ARTHUR

PUMPER-90 2009  
**SQUAD-91 2006**  
 TANKER-97 2013

### CLIFFORD

PUMPER-140 2011  
 TANKER-147 2014  
 TANKER-148 2015

### DRAYTON

**PUMPER-70 2007**  
 TANKER-77 2017  
 RESCUE-75 2018

### MT.FOREST

PUMPER-120 2018  
**SQUAD-121 2003**  
 TANKER-127 2013

### HARRISTON

**PUMPER-110 2005**  
**AERIAL-114 2004**  
 TANKER-117 2022  
**RESCUE-115 1988**

### MOOREFIELD

**PUMPER-80 2002**  
**TANKER-87 1996**  
 RESCUE-85 2009

### PALMERSTON

PUMPER-100 2019  
 TANKER-107 2017  
**TANKER-108 1995**  
 RESCUE- 105 2007

# Mechanical & Fleet Maintenance

## Fire Apparatus

One of the major expenses for fire departments is the acquisition and maintenance of apparatus. In recent years, the costs associated with apparatus have risen considerably due to new emission regulations in Canada, advancements in technology, and updated requirements from NFPA and other industry standards. Therefore, it is crucial to adopt a systematic approach to evaluate the cost of repairs versus the value and replacement costs of the apparatus.

All three fire departments have equipment that is nearing or has exceeded its lifecycle (bolded in grey above) and is due for replacement. A fleet replacement schedule should be established based on the criteria outlined by the capital asset management guidelines and industry standards for replacement or refurbishment. As apparatus costs become increasingly burdensome for small municipalities, the management team will need to explore innovative solutions to maintain service levels with potentially fewer resources.

It has been a goal since the formation of the management team to write a unified long term truck plan for the replacement of all apparatus. Unfortunately, the astronomical cost increases of fire apparatus have made it extremely difficult to finalize a document. Fire departments are under a lot of pressure to replace their apparatus in a timely manner but also to do so in a cost effective manner for already cash-strapped municipalities.



### Did You Know?

- The cost of firetrucks has increased 22% since 2019 and are forecasted to continue to increase in cost.

# Mechanical & Fleet Maintenance

## Fire Apparatus

The cost of a front line truck has more than doubled in the past five years. A frontline pumper is now costing over \$1 million. None of the municipalities have secured enough funds in reserves to be prepared for the cost increase. The management group has started discussions with all three departments on methods for streamlining the overall size of the fleet and looking at the overall group of trucks as a whole. By completing this in depth look at the entire fleet, there is the possibility of eliminating duplications of services and position the right apparatus in the correct spots to offer an overall better response to the tax payers.

Factors for discussion are the size of apparatus, staffing requirements and proper resources to meet the risk each municipality faces. The last item can be unique to each municipality. For example, Wellington North has a large rural area it responds into. The ability to respond with large amounts of water at the beginning of the incident is important to operations. The apparatus in each station will be analyzed to ensure the response is completed appropriately.

A brand standard needs to be completed for all three departments so it is similar in nature, but keeps the identities of each fire department unique. Consistent branding increases the professionalism of our service and ensures recognizability from the public. As old equipment is phased out and new equipment is purchased, the departments become closer to realizing the goal of truck standardization. At an emergency incident any firefighter from any department will be able to find what they need in a quick and efficient manner as all trucks will have the same equipment in the same place.

# Mechanical & Fleet Maintenance

## Management Vehicles

It is also in the department's best interest to write a replacement plan for the vehicles included in the management group. Currently there are five vehicles that are fairly new but are different types. The Chief and the Deputies drive either an SUV or a pickup truck. The other staff drive a pickup truck. Every staff person has a different need for their vehicle. Most of what we require is four wheel or all-wheel drive and cargo room for all to transport supplies around to the various stations.

The logos have been standardized on the management teams vehicles. This gives everyone the ability to quickly identify which vehicle belongs to whom. It also will allow the public and other agencies to identify management in emergency situations.

## Recommendations

1. Develop a 25-year life cycle replacement and design of fire apparatus process that includes input from frontline staff, procurement policies and fire management.
2. Review the capital budget reserve contributions to determine the appropriate investment to sustain the fleet of vehicles.
3. Develop a life cycle replacement or criteria regarding the replacement of light vehicles.
4. Investigate creative funding solutions to be able to sustain the life cycle replacement program.
5. Complete a cost-benefit analysis on adding the skillset of EVT/or similar to one of the management position's job description in the future.
6. Complete a branding standard for all fleet vehicles in the three departments so they are more easily recognized by the public.
7. Complete the standardization of equipment and have all trucks laid out the same for each department for easier continuity of operations.

# Mechanical & Fleet Maintenance

## Equipment

Equipment and accessories are the foundation of an efficient fire department, well performing firefighters must also have well performing equipment. The safety equipment and accessories in the three fire departments are adequate and for the most part meeting the needs of the fire departments. The management team has been working towards standardizing equipment across all three fire departments to increase purchasing power and efficiencies across the stations. All bunker gear and self-contained breathing apparatus are meeting current NFPA standards and provincial legislation as required. As lifecycles permit, it is important to continue to standardize and replace equipment as necessary.

## Recommendations

- 1.To review and revise lifecycle replacement programs for bunker gear and scba as necessary.
- 2.To complete lifecycle replacement programs for other equipment such as extrication tools, portable pumps and other medium spend items.
- 3.To complete a guide that includes standard equipment, and naming conventions to further aide in standardization of trucks.
- 4.Continue to standardize all equipment between the three departments so everyone is using the same equipment which leads to streamlined responses.

# Fire Prevention

## Inspection & Enforcement

Over the past decade, fire prevention has become a priority in Canada, with about 220 annual fire-related fatalities mostly due to unintentional causes. This decline is attributed to improved safety measures, smoke alarm installations, and fire inspections. Historically, inspections in all departments were reactive (request or complaint only) due to limited resources, but collaboration among tri-fire services can enhance proactive fire prevention programs.

The data gathered through incident reporting and the community risk assessments will help identify the priority areas within each municipality to build a proactive inspection program. For instance, Wellington North has seen a high number of incidents related to apartments, prompting the potential establishment of an inspection program to ensure fire code compliance in all apartment buildings. Fire management will consistently analyze the data to ensure the inspection programs are relevant.

Another vital component of a fire inspection program is post-incident support. A process is already in place where the Incident Commander notifies fire prevention for a follow up initiative which is then documented for accurate closed loop reporting. This process ensures after incident actions are completed to prevent recurrence of similar incidents.

Lastly, focusing on the investigative aspect of fire prevention is crucial. Each incident must be thoroughly investigated to gather essential information that will benefit all of our programs. This also aids in providing accurate data to the Office of the Fire Marshal, supporting provincial programming for public safety initiatives.

It is essential to standardize fire prevention programs across the three departments and to continue to collect data to refine programs to ensure effectiveness.

# Fire Prevention

## Recommendations

- 1.Examine existing data for all three municipalities to assist in establishing an inspection program for occupancies most at risk.
- 2.Develop a process for requesting and educating property owners about proactive fire inspections focusing on user experience.
- 3.Review process for post incident inspections to ensure the process is effectively meeting its goals.
- 4.Establish an investigation protocol for incidents requiring an investigation.
- 5.Standardize the process for documenting investigations and ensure all trained personnel are competent in documentation.
- 6.Ensure the process for investigations has the proper number of trained investigators and if not, offer training to identified individuals.
- 7.Develop a standard for updating and requesting fire safety plans focusing on user experience.
- 8.Develop a process to link key findings from inspections and investigations to public education initiatives.
- 9.Formalize a plans review process that is acceptable to both fire prevention and planning staff.
- 10.Develop a process link that bridges the knowledge gap between fire prevention and operations.



### Did You Know?

- The 2025 Ontario Building Code introduces stricter requirements for fire-resistant materials, automatic sprinkler systems, and improved smoke control strategies. These updates aim to enhance fire safety in innovative and open-concept designs.
- The use of smart technology in fire prevention is growing. This includes smart smoke detectors, automated fire suppression systems, and integrated building management systems that can monitor and respond to fire risks in real-time

# Human Resources

## Overview

Firefighters are the lifeblood of our organization which means it's imperative to maintain a highly skilled, diverse and resilient workforce capable of responding to emergencies and serving the community with excellence.

### WORKFORCE PLANNING

Our current allotted staffing levels are as follows:

| MAPLETON                        | MINTO  | WELLINGTON NORTH               |
|---------------------------------|--|--------------------------------|
| Drayton - 25<br>Moorefield - 25 | Clifford - 25<br>Harriston - 30<br>Palmerston - 30 | Arthur - 25<br>Mt. Forest - 30 |

The levels of staffing are based on the space to house firefighters in each station, currently all stations are at capacity and are not able to increase staffing levels unless renovations are completed in hall.

If new firehalls are built within the next ten year period, it would allow the fire departments the option to increase staffing levels if call volumes warranted. Currently, instead of increasing staff complements, the fire management team is working to develop more cohesive double and triple station responses.

### TALENT ACQUISITION AND RETENTION

Recruitment and retention is an on-going priority within the three fire departments. Minto has a high retention rate with few firefighters leaving the department on a regular basis; however, it is forecasted that the next few years will see multiple retirements. Wellington North has had a higher turnover rate over the past few years; however, it appears numbers are starting to stabilize. Wellington North has a very young department with few forecasted retirements. However, the demands of balancing a young family with the demands of the fire department can be causes of attrition within a younger service. Mapleton has had some turnover due to retirements over the last year, but similarly, staffing numbers are stabilizing.

# Human Resources

## Overview

### **TALENT ACQUISITION AND RETENTION CONTINUED**

It is prudent to note that although volunteer firefighters are paid for their service; many people still see the act of being a volunteer firefighter, more so of an act of community service similar to coaching hockey or being a service club member.

This is important because volunteerism in Ontario has seen a decline in recent years. According to available data from Statistics Canada, more than half of Canadian charities reported having fewer volunteer workers in 2022 compared to pre-pandemic levels. Factors like changing work-life balance, economic pressures, and the lasting effects of the Covid-19 pandemic have all been cited as reasons why people are uninterested in volunteering.

Volunteer fire departments may need to develop innovative solutions over the next few years to both attract and retain new members.

### **FIREFIGHTER DEVELOPMENT**

With the introduction of O. Reg. 379/18 - Firefighter Certification, all three fire departments are in good standing in terms of ensuring their members are trained to the proper standard. There is a lack of members in all fire departments with the proper training to be able to move up into high ranking positions. Historically, the departments have had differing internal requirements, but the new certification legislation has set clear expectations for various positions.

All three fire departments would benefit from a formalized career development program which could include a career guide, mentorship and succession planning programs to ensure that all departments have candidates waiting in the wings to be able to step up into higher ranking positions.

# Human Resources

## Overview

### **PERFORMANCE MANAGEMENT**

None of the three fire departments have effective performance management systems; managing volunteer performance requires a thoughtful approach that balances accountability with motivation. The management team prioritizes coaching over correction, and flexibility over rigidity when managing the performance of the firefighters. However, the management team should work towards formalizing a system of performance management that includes:

- setting clear expectations
- providing training and support during on-boarding
- regular check-in processes
- recognizing and rewarding exemplary contributions
- encouraging feedback and collaboration
- measuring volunteer impact
- fostering a positive culture

### **COMPENSATION & BENEFITS**

A market check was completed in 2025 to ensure that firefighters across all three municipalities were being paid on par with surrounding fire services. All fire departments are now using the same wage policy and system of pay. It is imperative to ensure that firefighters are being compensated fairly in relation to economic factors.

An example of this is to monitor the gap between the average wage of our firefighters versus what the hourly rate of pay is, as it has been observed that firefighter attendance and any wage gaps have an inverse relationship, especially in tight economic times so it is important to remain competitive to retain firefighters.

It has also been observed that monetary compensation is not the sole motivator for volunteer firefighters and that perhaps fringe benefits can play a key role in firefighter retention. It would be beneficial to investigate offering different fringe benefits alternative to wages that meet the needs of our people and help accomplish organizational goals. For example, if we want our firefighters to focus on health and wellness, potentially offering them a health & wellness spending account might aid the organization in increasing the health of the members.

# Human Resources

## Overview

### **WORKPLACE CULTURE & ENGAGEMENT**

Organizational culture plays a huge role in volunteer engagement, satisfaction, and retention. A strong, positive culture makes volunteers feel valued, connected, and motivated to contribute their time and skills. A supportive culture encourages long-term volunteer engagement and higher participation rates.

All seven stations have different cultures, some more positive than others, however the management team has started to deploy team building initiatives within the departments that will help to nurture a respectful, inclusive, and purpose-driven culture across the three departments as a whole.

Communication seems to be a recurring theme amongst firefighters, in that they would like to see more communication initiatives. These processes could be continually reviewed and redeveloped as expectations change. Culture change is a gradual process, the management team should be continuously refining strategies to encourage the cultural shift.

### **DIVERSITY, EQUITY & INCLUSION**

All three fire departments are largely composed of predominately white males; however, our departments have had high success rates hiring underrepresented communities. Amongst the tri-services, 10% of our firefighters identify as female and 5% of our firefighters are individuals of visible minorities. It is observed that the fire departments who employ firefighter who reflect the communities they serve can improve community trust. It is important to continue to create a diverse fire department as varying language skills, cultural awareness, and varied life experience can help firefighters navigate emergencies more effectively.

### **RISK MANAGEMENT**

The largest human resource risk facing our departments is declining volunteerism which makes it imperative for our municipalities and management team to invest in retention initiatives over the next decade.

# Human Resources

## Employee Well-being & Safety

### **WELLNESS**

Modern wellness programs go beyond simply encouraging employee well-being and healthy lifestyle choices. They must take a more holistic approach to firefighter well-being to be effective. Wellness programs should incorporate awareness, education and prevention into an approach that not only addresses our volunteer firefighters but our firefighter families as well.

All three departments have access to resources post incident such as Homewood Health's Employee & Family Assistance program and Wounded Warriors. Work has started to develop in the areas of prevention, peer and family support. It should be considered that remaining connected to retirees of the fire service can be of benefit to the organizations.

### **CANCER PREVENTION**

Firefighters face a higher risk of cancer due to exposure to toxic substances in smoke, chemicals, and firefighting gear. Studies have shown that firefighters are more likely to develop cancer compared to the general population. The three fire departments are not immune when it comes to WSIB cancer claims, however, most of these claims are from alumni members.

All three fire departments have a basic decontamination protocol surrounding post-fire decontamination; however, more work needs to be done in this area to effectively make a difference for the future. The management team should work towards developing a program that includes initiatives regarding lifestyle, early detection, workplace safety and policy. More research is needed in these areas to develop a program that will produce measurable results. The program should include:

- Lifestyle & Risk Reduction
- Early Detection & Screening
- Workplace & Environmental Safety
- Research & Policy Initiatives.

# Human Resources

## Recommendations

- 1.To maintain current staffing levels unless call volumes dictate otherwise over the next decade.
- 2.To continuously monitor volunteer expectations and develop recruitment and retention strategies to meet organizational targets and volunteer expectation.
- 3.To create a formal career development program that encourages intermediate firefighters to certify to officer levels.
- 4.To develop a performance management system that balances accountability with volunteer expectations.
- 5.To complete regular market checks with neighbouring fire departments to ensure compensation of our firefighters is fair.
- 6.To research and develop low cost, higher impact fringe benefit programs for firefighters and their families.
- 7.To create a workplace culture and engagement plan that measures firefighter satisfaction and morale.
- 8.To create a recruitment campaign that highlights the diversity of our firefighters.
9. To offer educational opportunities to youth and underrepresented communities about the benefits of becoming a volunteer firefighter.
- 10.To formalize a wellness plan for the three departments that encompasses peer support, partnerships, family support, prevention and postvention work.
- 11.To create a cancer prevention plan for current members that is multi-faceted reducing risks in many areas.
- 12.Create a retiree plan to keep the group involved and together to assist with any historic items that may arise.



# Information & Technology

## Overview

In today's rapidly evolving digital landscape, technology plays a crucial role in enhancing emergency response, communication, and operational efficiency within fire departments. In the last decade, the fire service has rapidly evolved to become increasingly reliant on data. The objectives for IT over the next decade are infrastructure upgrades, software implementation, and training.

All three fire departments have different technologies and systems to capture data; however, over the last year the management team has worked to get all departments using the same systems.

Currently, we use electronic records management systems for equipment tracking, incident reporting, communication and training records. However, these systems are separate systems that do not centralize information which can make recalling and reporting of information extremely time intensive. A system that centralizes data allowing all three departments to work collaboratively would enhance service delivery.

Emerging trends within the fire service are the movement towards using mobile data terminals (MDTs) for all field activities to create a system of seamless records management. None of the fire departments are currently using MDTs for field operations. Minto and Wellington North have MDTs, however are not at the point of being able to use them in the field. Mapleton does not have MDTs installed in their apparatus. Moving forward into the next five years, all fire departments will migrate to using MDTs to :

- receive dispatch information
- access maps & GPS navigation
- review pre-incident plans
- communicate with command and other units
- complete incident reports on-site
- complete inspections and complaints on site.

There is a lot of work to be done in this area; however, the management team is committed to technological excellence which ultimately supports the departments mission to promote a safer, more connected community.

# Information & Technology

## Recommendations

- 1.To complete a gap analysis on current state infrastructure and future state technology needs.
- 2.Develop a IT master plan for achieving future state technological needs including timelines, milestones, and resource requirements.



### Did You Know?

- Emergency services are in the process of transitioning to Next Generation 9-1-1.
- Next Generation 911 (NG911) is an advanced, digital, internet protocol (IP)-based system designed to replace the traditional analog 911 infrastructure.
- NG911 allows the public to send not only voice calls but also text messages, photos, and videos to 911 centers, improving the quality and scope of information available to emergency responders.
- The rollout of Next Generation 9-1-1 (NG9-1-1) in Canada began in 2023, with the transition expected to be completed by March 31, 2027.

# Infrastructure

## Buildings and Property

Each of the seven urban areas has a fire station, varying in age and condition. These stations are central to all fire department activities and serve as bases for training, wellness, and social activities. Firefighters take pride in their stations, viewing them as their own.

Many stations were built over 30 years ago when fire services operated differently. A key concern now is separating contaminated areas from clean ones. The dirty side includes spaces for cleaning and decontaminating equipment, while the clean side has showers and storage for personal decontamination after incidents.

Current stations differ in meeting these needs. Some have been renovated to ensure adequate separation and cleaning capabilities, but a few require replacement due to insufficient space for updates.

### **MINTO**

The three stations in Minto have all been renovated and updated (Palmerston is in progress). All have had their gear removed to proper gear room as well as had showers installed for usage by the firefighters. All have room for gym equipment as part of our wellness program. As well, the three are outfitted with proper classroom and office space to meet the needs of the firefighters. Routine maintenance is all that is required for the duration of this plan for each of the buildings. The major item left for all three stations is the installation of diesel extractors for the trucks. It is recommended through Section 21 that all stations are equipped with an extractor system to limit diesel fumes in the air.

### **MAPLETON**

Both stations in Mapleton have been around for a while and are in need of some maintenance and renovations. Both still have their bunker gear stored on the apparatus floor beside the trucks. This exposes the gear to diesel particulate every time the vehicles operate. As well, it puts firefighters close to the apparatus when donning their gear which may be a factor when the vehicle is leaving the station.

# Infrastructure

## Buildings and Property

### MAPLETON

The Moorefield Station could use some updating with routine maintenance and paint. The shower facilities need to be looked at as well as a location for possible bunker gear room. This may require an internal renovation or a possible addition to accommodate the room. The back up generator is needing replaced to enable it to power the entire station in the event of a power outage. The station will be our hub in an emergency and having a reliable power source is vital.

The Drayton Station is quickly being outgrown by the department. We need to find space for a bunker gear room to remove the gear from the floor. The shower facilities are not up to par. The space is currently being shared with the Paramedic service and is fairly crowded. The interior is in need of freshening and some replacement of items such as doors.

The biggest issue facing the Drayton Station is its location in regards to the flood plain. In the event of a level two flooding situation, the station would be put on alert for possible evacuation which would require the trucks to be moved to higher ground. As mentioned earlier, the fire station is a hub in an emergency situation. It is a safe space for firefighters and their families to occupy so our personnel can help the public. A fire station in this location might not be in the best interest of the municipality and a decision needs to be made about how much more money to be out into the building if a replacement is on the horizon. There may be an opportunity for the discussions with the Paramedics to assume the entire building if it fits their needs for a future ambulance base.

As mentioned in the Minto stations, diesel fume extractors need to be installed to limit the diesel particulate from the air in the stations.

# Infrastructure

## Buildings and Property

### **WELLINGTON NORTH**

At this time, we have outgrown our Mount Forest Station. The facility is too small for the growing station who responds to over 300 incidents a year. The land is limited in space for any additions and the location is difficult at times for firefighters to reach when traffic is heavy on Main Street.

The facility has no showers for our firefighters. The bunker gear room is over capacity and makes it very difficult for our firefighters to don their gear in such a small space. The storage available is limited and restricts some of the items we would like to store there. We have converted an office into a gym space for the firefighters, but it is small and has no change area for those using it.

Overall, we are in need of a new facility at a different location. The building could be assumed by Public Works and used for their staff. Their needs are different from ours and a facility like this one may be useful.

The Arthur Station is in good shape and possess lots of room inside. We have room on the bay floor for all of the vehicles, storage and other items. There are two bays that the Paramedics occupy which could become ours in the future if they have their own facility.

There is some routine maintenance that needs to be done on the facility. The major maintenance to be completed is a new roof. Paint and flooring are the other items to be completed. It will be beneficial to the department in the future when the Paramedics achieve their own space. This will give us more options and room for items such as a dedicated gym area.

As well, diesel fume extractors are needed here to comply with Section 21 guidelines.

# Infrastructure

## Recommendations

1. Continue on with scheduled maintenance on the Minto buildings to maintain them in good shape for the next couple of decades.
2. Long term plan concepts for the Moorefield Station to accommodate a bunker gear room and shower facilities to be completed when municipal financing allows.
3. Work with the municipality and firefighters to find potential land area for new structure that will fit the needs of the department.
4. Design/build new fire stations for Mount Forest and Drayton in the next 5-7 years.
5. Work with Paramedic Services to establish a plan for the spaces they occupy including the duration of their lease agreements.
6. Install diesel fume extractors in all of the stations to comply with Ministry of Labour's Section 21 guidelines.

# Integrated Services

## Management Partnership

The current partnership which was formed in April 2024 is working very well. There has been a lot of change over the year and moving forward we will be looking for some stabilization. The firefighters and associated personnel need time to adapt and normalize the new normal of the fire service.

The structure of the management team is working out very well. Having six different positions with different expertise is helping out the entire department overall. The firefighters are beginning to understand who they can contact depending on what their needs are. They are also appreciative of the amount of expertise currently on staff.

As the master fire plan progresses, the partnership will continue to monitor opportunities for more resources both shared and through agreement. At this time, there is no proactive recruitment to partner with anymore departments, but will take each opportunity as it comes and evaluate the situation. Anything that makes sense for the municipalities and the firefighters cannot be dismissed.

The management team will continue to work towards integrating as many internal services as possible within the three stations. Operationally, there are many efficiencies to be had still. Working together and implementing them is one of the main goals of the partnership for both the benefit of the departments and the rate payers. We should be able to improve upon our responses both in terms of time and mobilization of resources. All of this will make our response to emergencies better for the people affected.

# Integrated Services

## Allied Resources

Externally, we will continue to integrate our services with all of our allied agencies. One major goal would be to simplify and integrate the community risk and safety plans held by both police and fire and soon to be paramedic services. There is a lot of duplication and unnecessary work that goes into these areas that could be looked at. Working together will make the job easier and help everyone involved offer a better service.

There are many other external areas we can work with various agencies as a large group. Senior's Center, BIA's, Service Clubs are all examples of agencies to be approached to see if there are possibilities of working together. Partnerships do not only have to be with other fire services, but also can be with various groups outside of emergency services which can be beneficial.

## Recommendations

1. Continue to streamline internal services to find efficiencies and improve overall operational responses.
2. Work with Police and Paramedics to integrate our community risk and safety plans so all agencies are working towards the same goals.
3. Speak to various outside agencies and seek to find some mutually beneficial partnerships that will help the fire departments.

# Operations

## Incident Response

Operations are an area the three departments currently do really well. With up to 180 firefighters available to respond at any time, the departments are well equipped to handle any incident thrown our way. The firefighters work well together on scene and the senior officers are very competent and capable of working together to command any incident. Each major incident is backed up by one or more of the management team who is an extra resource for our personnel on scene.

A program has been started to standardize the equipment carried on our apparatus so eventually all seven stations are similar. Examples of this are the nozzles, hose diameters, defibs and SCBA. The importance of standardization cannot be overstated because it will be a key part of responses together, ensuring all firefighters are familiar with the equipment so we can offer efficient operational responses.

For our responses to be truly borderless, there is a need to create new response zones incorporating the GIS data for each zone. The new mapping will be given to dispatch and our response protocols will be changed to reflect the new zones. The result will be the closest 2 stations will respond to each major incident no matter the municipality they are from. The new response protocol will ensure a quick response with adequate personnel to make an effective initial response. The next closest 4 stations will also be identified so if the incident commander needs further resources to respond, it is clearly identified with dispatch. Protocols will then be extended to match this response ideology so it will be easier for the incident commander to request further assistance.

# Operations

## Incident Response

The management team shares the responsibility amongst themselves to respond to larger incidents or incidents when requested by the on scene incident commander. The current method utilized is management members communicate to determine who is available to respond at the time of the incident. A better system would be to design an on call schedule and publish it for all department officers to view. This will ensure that an identified management team member is prepared to respond for any major incidents.

There are numerous agreements the three departments have in order to round out the response for each municipality. Some agreements are receiving services and others are for services we offer for neighbouring municipalities. These agreements should be reviewed on a regular basis to ensure they are current. The Mapleton agreements are new to the partnership and should undergo a review for any improvements that can be identified.

## Recommendations

1. Complete the response zones for each municipality to ensure the closest stations from any of the fire departments are responding appropriately.
2. Review the truck assignments for all types of incidents and ensure the appropriate trucks are attending the proper calls.
3. Look at the feasibility of completing an on-call schedule for the fire service leadership team to ensure a team member is present for all large incidents.
4. In conjunction with the three councils, adopt a response guideline for all three departments to use as a benchmark for calculating response data and to share with the residents for expectations of response capabilities.

# Public Education

## Overview

Public education in fire services is crucial for enhancing community safety and preparedness. Educating the public about fire prevention can reduce the incidence of fires and related injuries in the community helping to ease the response burden places on operations. Ultimately, public education fosters a culture of awareness and resilience, ensuring that communities are better equipped to handle emergencies effectively.

As per the definition, public education aims to inform and educate the community about specific topics such as safety or health related issues. Community engagement, by definition, focuses on involving community members in activities that are relevant to their lives. It's important that the strategy for the three fire departments moving forward involves both education and engagement. These strategies should stem from data linked to the community risk assessment, fire prevention trends, response data trends and community research.

All three fire departments have varying levels of public education and varying programming. The management team has been inventorying and analyzing where there are gaps in programming. Over the last year, community risk assessments have been completed for Wellington North and Minto. Mapleton's community risk assessment was completed by an outside firm prior to the partnership agreement.

Each of the departments has maintained the traditional public education services of offering station tours and attending community events; however, more work is needed to offer specific programming based on data trends.

A comprehensive public education strategy will include:

- public education programming
- community engagement initiatives
- brand awareness strategies
- monitoring, evaluation and feedback mechanisms

# Public Education

## Recommendations

1. To complete the next iteration of the community risk assessment as a combined service area.
2. To develop public education programs or community engagement initiatives related to demographic groups such as:
  - a.Seniors
  - b.Cultural Groups
  - c.Multigenerational Families
  - d.Young Families
- 3.To develop a brand management and communication plan to ensure that fire services remain distinct entities, operating under the same mission.
- 4.To complete research on alternative ways to fund the public education division through sponsorship, collaborative community partnerships or philanthropic effort.
- 5.Investigate the possibility of hiring public education specific firefighters to assist with the delivery of public education materials.



# Training

## Overview

All three fire departments have limited training areas to conduct hands-on training. Training typically occurs in the apparatus bay, in areas around the community or on the station grounds. Vehicle extrication training is completed by taking advantage of permission from local wrecking yards. There is no live fire training in northern Wellington County. A comprehensive analysis to determine if an in-house training facility is financially and operationally beneficial balanced against other available options available to meet the needs of the division should be completed to determine the best direction for the departments.

This year will be our first experience hosting the Office of the Fire Marshal's live fire training unit. It is a great opportunity for firefighters to achieve a degree of live fire training locally, giving our them a chance to enhance their skills. An evaluation will be completed on the training to determine if it is sufficient to meet our needs. An application will be completed annually to continue to obtain the services of the live fire unit as part of our program, if it is deemed sufficient.

The introduction of the full time training officer position has made a huge difference in our overall training program. A yearly training schedule has been produced for all departments to follow. As well, the enhancement of joint station practices has worked extremely well in bringing the firefighters together. Each fire station gets to work with different people at each practice which enables the firefighters to get to know each other and understand how each department operates at incidents.

The introduction of mandatory certification for firefighters has put a lot more emphasis on training courses as well as documentation. The need to show who is certified and who is still seeking certification has never been greater. A large part of the training officer's position is keeping track of the records and ensuring all certifications are complete. Having one person oversee this has been a huge benefit to the departments and has helped the firefighters stay on top of the certifications needed. There is still a need to continue to complete succession planning and have firefighters complete courses to be prepared to assume roles as they become available.

# Training

## Overview

Training courses held locally are vital for the departments success. The partnership has been able to host numerous certification courses in our stations organized by the management team's training officer. The firefighters appreciate completing the courses locally because they don't have to travel far to get the education they need. In order to enhance our ability to offer these courses, our cadre of associate instructors needs to be increased. An associate instructor is certified by the Ontario Fire College enabling the individual to instruct courses through NFPA. More instructors would give more flexibility to continue to teach courses locally and not have to rely on out of town instructors to facilitate.

## Recommendations

1. Increase our complement of NFPA instructors to be able to teach more courses in house.
2. Conduct an internal training needs assessment followed up by a training facility feasibility study.
3. Increase the number of multi-station training sessions between the three departments.
4. Continuously work on succession planning to have firefighters achieving necessary certifications.



# Growth + Future Needs

## Projections

The Town of Minto, located in Wellington County, Ontario, had a population of approximately 9,100 in 2021. Growth projections indicate that the town's population is expected to grow to around 15,200 by 2051.

The Township of Wellington North is expected to experience steady population growth over the next decade. According to the Growth Management Action Plan, the township's population is projected to increase from approximately 12,000 in 2023 to around 15,000 by 2033.

The Township of Mapleton is expected to experience steady population growth over the next decade. According to the Growth Management Strategy, the township's population is projected to increase from approximately 10,000 in 2023 to around 12,500 by 2033.

The key drivers of population growth in the three municipalities may have several impacts on fire services:

- **Economic Opportunities:** As the municipalities attract more residents due to job availability, fire services will need to augment service to cover new commercial and residential areas.
- **Housing Development:** Increased housing development will require fire services to adapt to different methods of fire suppression due to increased population density.
- **Quality of Life:** New residents coming from differing communities might alter service expectations for fire services. These expectations include faster response times and better community engagement.
- **Infrastructure Improvements:** Investments in infrastructure, such as roads and utilities, will facilitate quicker and more efficient fire service responses. However, it might necessitate updates to fire station locations, buildings and equipment.

As the northern end of Wellington County becomes increasingly attractive as relocation destinations for city dwellers due to proximity, fire services must be prepared for a higher volume of calls and more complex incidents which highlights the need for seamless coordination with neighbouring departments.

# Growth + Future Needs

## Projections

All three municipalities continue to grow, although at a slower pace than the previous decade. Mount Forest in particular has seen significant growth including the building of four story apartment units. The management team does not foresee the anticipated growth overwhelming the capacity of fire services.

However, we do predict call volumes will continue to rise in all three areas. The increase will not put pressure on equipment or stations, but could put significant pressure on the firefighters who respond. Burning out the firefighters or even their employers who allow them to leave their workplace could become an issue. The team will continue to monitor this trend and ensure measures are put in place to deal with the issue.

More may need to be done in the future with the employers of the firefighters. This may be something as simple as thanking them for the support of the Township and the fire department or special recognition at events to ensure the residents of the three municipalities know what a sacrifice they make to support the fire services.

Many of the predictions are of the residential growth we will see. The management team will also work to stay on top of industrial/commercial growth. These two areas could affect the firefighting methods we deploy and the staffing we require at certain incidents. It is key for the management team to stay involved at all three municipal planning and strategy sessions so they are able to provide input into the fire services needs early in any discussions.

The use of an Aerial truck is imperative to certain aspects of firefighting operations. Although it is not needed for each department to have an Aerial truck, we will need to explore funding options for the municipalities to share a truck. The cost of an aerial truck has surpassed two million dollars, which makes it difficult for any of the municipalities to purchase one. Options will be explored for shared ownership and usage of specialty apparatus like an aerial truck.

# Growth + Future Needs

## Recommendations

1. Ensure a Fire Management Team member is a part of any planning or development processes to ensure the fire department point of view is heard.
2. Look at funding models for new apparatus or specialty equipment that might be needed because of growth in the three municipalities.
3. Work with the development groups at each municipality to explore different funding options for any fire related growth projects.



# Mapleton Master Fire Plan

## Appendix A

| Recommendation  | Status   |
|---|--|
| R1: The Fire Chief works with the Ontario Fire Marshal's Office to deliver a Municipal Officials Essentials of Fire Protection Seminar for the Council and senior township staff.   | Complete   |
| R2: The Township of Mapleton considers the two options to increase the fire management team as identified in this Fire Master Plan.   | Complete   |
| R3: The Township of Mapleton will transition a Deputy Fire Chief position from volunteer to full-time.  | Complete   |
| R4: A yearly review of workload requirements for the Administrative Assistant is required, and the hours dedicated to the fire department should be adjusted accordingly.   | Complete   |
| R5: Mapleton Township continues to create up-to-date job descriptions for all positions in the fire department.   | Complete   |
| R6: Mapleton Twp Fire Rescue develop Standard Operating Procedures to document the day-to-day administrative operations of the Mapleton Twp Fire Rescue and review and update all current Standard Operating Guidelines to ensure they are current and aligned with current Section 21 Guidance notes and industry best practices as outlined in this Fire Master Plan. | In Progress: Management Team currently reviewing and merging all SOGs across all three fire departments. |
| R7: The Fire Chief establishes a procedure to detail the hierarchy of SOP/SOGs, the intent and a review process with specific dates to achieve full review over a set period.   | Complete   |
| R8: The Fire Chief establishes a records retention procedure for Mapleton Fire that aligns with the Township's record retention procedures.   | Complete   |
| R9: The Fire Chief prepares a report for the council's consideration and approval that reviews and updates the Establishing and Regulating By-Law to reflect the levels of service and activities the fire service is approved to provide.  | In Progress: To be completed in the next 3 months  |
| R10: The Fire Chief review and update the User fees By-Law annually to reflect current, comparable industry fees & services.  | In Progress: Fees are ready to go, just missed the update 2024   |
| R11: The Fire Chief review and revise the current Mutual Aid and Automatic Aid Agreements for Council's consideration and approval.   | In Progress: All agreements are being analyzed to develop a plan most beneficial to Mapleton.            |

# Mapleton Master Fire Plan

## Appendix A

| Recommendation   | Status   |
|--|--|
| R12: The Fire Chief establishes Key Performance Indicators for each division's activities for Council's review and approval and regularly reports on these KPIs.   | Complete   |
| R13: The Fire Chief report at least annually any gaps that can affect meeting the benchmarks once the KPIs are established.  | Complete   |
| R14: The Mapleton Twp Fire Rescue receives training on the efficient and effective use of its RMS software, as recommended in this Fire Master Plan.   | Complete   |
| R15: The Township of Mapleton should expedite the installation of the radio communications antenna on the Drayton water tower to improve paging reception Township-wide.   | Complete   |
| Recommendation 16: The Fire Chief establishes a standard operating procedure on the steps to be taken when operating in an area of reduced or no radio signal.   | Complete   |
| Recommendation 17: That Mapleton Twp Fire Rescue amend the dispatch agreement ensuring the communicators are certified to NFPA 1061 certification. In the future, the certification will be with NFPA 1225.  | Complete   |
| R18: Mapleton Twp Fire Rescue enters discussions with Guelph Fire to amend the dispatch agreement to have the Guelph Fire Dispatch provide statistical reporting at least yearly to reflect their call answer and dispatch percentages per NFPA 1225 | Complete   |
| R19: Mapleton Twp Fire Rescue will discuss with their service providers to determine options to improve the in-vehicle response system as identified in this FMP.  | In Progress: MDTs to be installed this year.                                   |
| R20: The Fire Chief review and revise SOG #701 and establish a tracking system for the Home Safe Home Smoke/CO program as identified in this FMP.  | Not Complete: Program to be discontinued.                                      |
| R21: The Fire Chief prepares a report identifying the additional Public Education programs to be implemented to improve fire and life safety in the community as identified in the Fire Master Plan for Council's consideration and approval.        | In Progress: Management Team developing strategic plan across all departments. |

# Mapleton Master Fire Plan

## Appendix A

| Recommendation   | Status   |
|--|--|
| R22: The Fire Chief prepares a report for Council's consideration and approval to adopt the OFM recommended inspection frequency.  | In Progress: Management developing schedule.             |
| R23: The Township of Mapleton fill the contracted services vacancy for a fire prevention public education officer.   | Not Applicable   |
| R24: Regular review of public education programs and inspection schedules be established and expanded when growth requires it  | Complete   |
| R25: A procedure is implemented to determine all structure fire causes   | Complete   |
| R26: The Fire Chief becomes certified in fire cause determination.   | Complete   |
| R27: The Chief Building Official provides the following information to the Chief of the fire department concerning the buildings 74 described above, the dates the permits are issued, the address of the building, and a description of the floor or roof system. | In Progress: New RMS system to aid this info collection. |
| R28: The Fire Chief reviews the Fire Department's annual training plan and establishes a long-term plan to ensure the department meets O/Reg. 343/22 Firefighter Certification for the level of service as approved by Council                                     | Complete   |
| R29: The Fire Chief provides an updated training session on the hazards of working around wind turbines.   | Not Applicable   |
| R30: The Fire Chief reviews the annual call types and adjusts the following year's training calendar to reflect the types of calls Mapleton Twp Fire Rescue is attending.  | Complete   |
| R31: All current and future SOGs are made available for all fire fighters to review and train where applicable, and all future new and revised SOPs/OGs are included in future training plans  | Complete   |
| R32: The Mapleton Twp Fire Rescue provides annual Live Fire Training evolutions as recommended in this Fire Master Plan  | Complete   |
| R33: The Township reviews the current practice and timing for the issuing station wear and dress uniforms as discussed in this FMP   | Complete   |
| R34: The Township of Mapleton will apply for all eligible firefighters' Federal and Provincial Long Service Medals   | Complete   |
| R35: The Township of Mapleton will implement an annual longservice recognition program to recognize the service milestones of firefighters in their community  | Complete   |

# Mapleton Master Fire Plan

## Appendix A

| Recommendation  | Status  |
|---|---|
| R36: The Township review the current volunteer compensation program and revise it as necessary.   | Complete  |
| R37: Through the Fire Chief, the Township meets with the volunteers annually to discuss and get feedback on current issues and potential solutions to ensure Mapleton continues attracting and retaining volunteer firefighters.  | Complete  |
| R38: The Township of Mapleton develop an outreach program which includes Equity, Diversity, and Inclusion for future volunteer recruitments.  | In Progress: Management developing program targeting new residents. |
| R39: The Township of Mapleton will make available senior officer training, certification, and educational opportunities focusing on the senior officer positions of Deputy Fire Chief and Fire Chief.   | Complete  |
| R40: Mapleton Twp Fire Rescue tracks the turnout time(s) of all responding fire engines and tankers in their RMS system to follow their performance through their Key Performance Indicators.   | Complete  |
| R41: The Mapleton Twp Fire Rescue establishes KPIs for emergency response travel time based on NFPA 1720 for Council's consideration for approval, and the performance is monitored annually to determine if improvements are required in the future to continue to achieve Council's established KPIs. | Complete  |
| R42: The Fire Chief establishes a Standard Operating Procedure that indicates the tasks that can be performed at the scene of a structure fire, based on the OFM Fire Ground Effectiveness Model  | Not Applicable. Rescinded   |
| R43: The Fire Chief prepares a report for the Council's consideration and approval that establishes key performance benchmarks to strive for with respect to emergency response times, including initial response and depth of coverage   | Complete  |
| R44: The Township of Mapleton enter discussions with North Perth to secure an Automatic Aid Agreement to cover the northwest portion of the Township of Mapleton as outlined in this FMP  | In Progress   |
| R45: A fire service agreement for using an aerial device be negotiated with Minto or add an aerial apparatus to the fire department's fleet   | In Progress   |

# Mapleton Master Fire Plan

## Appendix A

| Recommendation  | Status   |
|---|--|
| R46: The Township of Mapleton perform an in-depth study on the impacts and advantages of operating from a single fire station   | TBD  |
| R47: The Township of Mapleton address any deficiencies identified in the recent Building Condition assessment.  | In Progress                                    |
| R48: Mapleton Twp Fire Rescue provides proper bunker gear storage in the fire stations, as identified in this FMP.  | In Progress                                    |
| R49: Mapleton incorporates diesel exhaust extraction systems into the Drayton and Moorefield fire stations.   | In Progress                                    |
| R50: The Fire Chief prepares a report for council's consideration and approval to amend the asset replacement schedule and funding for fire apparatus as identified in this Fire Master Plan.                                     | In Progress                                    |
| R51: The Township of Mapleton monitors their fleet rationalization schedule annually to ensure that fleet and equipment replacement costs are updated to reflect the replacement vehicle's and equipment's actual price.          | In Progress                                    |
| R52: The Township of Mapleton order the replacement pumper for Pumper 80 in 2023 due to the long lead time for delivery of fire apparatus   | Not Applicable                                 |
| R53: The Township of Mapleton order the new Tanker in 2023 due to the long lead time for delivery of fire apparatus   | Not Applicable                                 |
| R54: The Township of Mapleton immediately replaces all personal protective equipment that expired or expiring in 2023, as referenced in this Fire Master Plan.  | Complete                                       |
| R55: The Fire Chief establishes a tracking system for all personal protective equipment as identified in this Fire Master Plan  | Complete                                       |
| R56: The Fire Chief reviews the Respiratory Protection Program annually to meet the respiratory protection program requirements identified in OH&S Section 21 Guidance Note 4-9   | Complete                                       |
| R57: All Mapleton firefighters must re-qualify bi-annually in the care and use of SCBA.   | Complete                                       |
| R58: Sharing the workload of CEMC with the alternate(s) to ensure depth of knowledge and continuity of business.  | Complete (Mgmt Team to take bigger role in EM) |
| R59: Annual updating of policies and processes to ensure continuity of municipal operations if staff cannot work from their primary or alternate locations. .   | Emergency Management - TBD                     |
| R60: The Township of Mapleton works with their county partners to prepare an exercise at the operations level to allow front-line staff to exercise their roles and responsibilities within the Wellington County Emergency Plan. | Emergency Management - TBD                     |

# Minto Master Fire Plan 2017–2021

## Appendix B

| Recommendation  | Category         | Status                   |
|---|------------------|--------------------------|
| THAT a change in compensation be explored to better reflect the new wages landscape   | Admin            | Complete                 |
| THAT a change in organization structure be explored as demands change in the fire service   | Admin            | Complete                 |
| THAT various division operation be revamped to become more effective at involving more members  | Admin            | N/A: Moved to Mgt Team   |
| THAT a mechanism to update all firefighters on a monthly basis is established   | Admin            | Complete                 |
| THAT the investigation of full dispatch through Guelph is explored  | Communication    | Complete                 |
| THAT MFD partner with Public Works to install generator backup at the two paging sites  | Communication    | Complete                 |
| THAT a social committee, consisting of the association presidents, is formed to meet on an as needed basis to increase engagement at firefighter events throughout the department | Culture          | Was complete, then Covid |
| THAT the newly formed social committee works together to develop family activities for fire departments to build upon the family culture  | Culture          | Was complete, then Covid |
| THAT each association establish consistent nominations procedures for each association executive  | Culture          | Complete                 |
| THAT initiatives for spousal engagement be increased  | Culture          | In progress              |
| THAT the capital purchasing plan continue to be followed  | Equipment        | Complete                 |
| THAT fire prevention partnerships inside & outside the County of Wellington are explored  | Fire prevention  | Complete                 |
| THAT the risk assessment be updated   | Fire prevention  | Complete                 |
| THAT a pre-planning task force & guideline is established   | Fire Suppression | Was complete, then Covid |
| THAT response capabilities are enhanced for certain time periods based on research completed by Administration Staff  | Fire Suppression | Complete                 |
| THAT preplanning be increased on higher risk buildings  | Fire suppression | In progress              |

# Minto Master Fire Plan

## Appendix B

| Recommendation  | Category          | Status                     |
|---|-------------------|----------------------------|
| THAT decontamination procedures be reevaluated, redeveloped and implemented in accordance to Section 21.                            | Health & Wellness | Complete                   |
| THAT the PTSD plan & Firefighter debriefing plans be implemented & further developed  | Health & wellness | In Progress                |
| THAT the idea of a firefighter gym cooperative be explored  | Health & Wellness | Not Feasible               |
| THAT the use of technology on the firetrucks and in the firehalls be reevaluated  | IT                | Complete                   |
| THAT the standard operating guideline for documentation and record keeping be updated to better capture current municipal standards | IT                | In Progress                |
| THAT the MFD Cares structure & organization be established  | MFD Cares         | In Progress                |
| THAT a smoke alarm program targeting seniors is developed and implemented   | Public Education  | Complete, now Redeveloping |
| THAT the public education portfolio be rejuvenated  | Public Education  | In Progress                |
| THAT current training programs in relation to a succession strategy be reevaluated  | Training          | In Progress                |
| THAT a leadership program is created to encourage firefighter advancement up the ranks  | Training          | In Progress                |
| THAT the building of a training centre be explored  | Training          | Complete / Relaunched      |
| THAT the number of three station practices increase   | Training          | Complete                   |
| THAT a designated training weekend with multiple topics is explored   | Training          | In Progress                |
| THAT an increase in support for Training Officers be considered in the medium term  | Training          | Complete                   |

# Municipal Strategic Plans Summaries

## Appendix C

| Mapleton                         | Minto                     | Wellington North   |
|----------------------------------|---------------------------|--|
| Vigilant Asset Management        | Manage our Infrastructure |  |
| Prosperous & Diversified Economy | Strong Vibrant Economy    | Shape & support sustainable growth   |
| Our Wellbeing                    | Quality of Life           | Enhanced information sharing and participation in decision making                            |
| Diligent Fiscal Management       |                           |  |
|                                  | Inclusive Community       |  |
| Operational Excellence           | Responsible Government    | Deliver, quality efficient community services aligned with the township's mandate & capacity |

# Recommendation Summary

## Appendix D

**PRIORITY: 01 (1-2 YEARS) 02 (2-3 YEARS) 03 (3-4+ YEARS) ONG = ONGOING**

| RECOMMENDATION   | Priority | Budget Impact |
|--|----------|---------------|
| <b>AGREEMENTS</b>  |          |               |
| 01. Create an agreement for seamless responses within the three municipalities that allows the closest stations respond to any incident.         | 01       | NEUTRAL       |
| 02. Review all current agreements with neighbouring municipalities and ensure they are updated and fit the current landscape of the departments. | 02       | BENEFIT       |
| 03. Continue to monitor the partnership agreement and bring regular reports back to the Councils.  | ONG      | NEUTRAL       |
| <b>EMERGENCY MANAGEMENT</b>  |          |               |
| 04. Develop internal plans surround the management of EM events from a tri-fire services perspective.  | 02       | NEUTRAL       |
| 05. Develop partnerships with EM public education to educate the public on becoming better prepared for emergencies.                             | 03       | NEUTRAL       |
| 06. Analyze current EM procedures and look at how new technology trends can aid in response.   | 02       | NEUTRAL       |
| 07. Develop a communications plan from a tri-services perspective and train other EM staff on the procedures.                                    | 01       | NEUTRAL       |
| 08. Formalize municipal responsibilities for the role of PIO and standardize it across the three municipalities.                                 | 02       | NEUTRAL       |
| 09. Ensure all Fire Management team members are certified in the appropriate emergency management courses to offer support to the three EOC's.   | ONG      | NEUTRAL       |

# Recommendation Summary

## Appendix D

| RECOMMENDATION  | Priority | Budget Impact |
|---|----------|---------------|
| <b>MECHANICAL &amp; FLEET</b>   |          |               |
| 10. Develop a 25-year life cycle replacement and design of fire apparatus process that includes input from frontline staff, procurement policies and fire management. | 01       | SIGNIFICANT   |
| 11. Review the capital budget reserve contributions to determine the appropriate investment to sustain the fleet of vehicles.   | 01       | SIGNIFICANT   |
| 12. Develop a life cycle replacement or criteria regarding the replacement of light vehicles.   | 02       | NEUTRAL       |
| 13. Investigate creative funding solutions to be able to sustain the life cycle replacement program.  | ONG      | NEUTRAL       |
| 14. Complete a cost-benefit analysis on adding the skillset of EVT/or similar to one of the management position's job description in the future.                      | 01       | NEUTRAL       |
| 15. Complete a branding standard for all fleet vehicles in the three departments so they are more easily recognized by the public.                                    | 02       | NEUTRAL       |
| 16. Complete the standardization of equipment and have all trucks laid out the same for each department for easier continuity of operations.                          | ONG      | NEUTRAL       |
| 17. To review and revise lifecycle replacement programs for bunker gear and scba as necessary.  | 02       | NEUTRAL       |
| 18. To complete lifecycle replacement programs for other equipment such as extrication tools, portable pumps and other medium spend items.                            | ONG      | SIGNIFICANT   |
| 19. To complete a guide that includes standard equipment, and naming conventions to further aide in standardization of trucks.  | 01       | NEUTRAL       |

# Recommendation Summary

## Appendix D

| RECOMMENDATION  | Priority | Budget Impact |
|---|----------|---------------|
| <b>MECHANICAL &amp; FLEET</b>   |          |               |
| 20. Continue to standardize all equipment between the three departments so everyone is using the same equipment which leads to streamlined responses. | ONG      | NEUTRAL       |
| <b>FIRE PREVENTION</b>  |          |               |
| 21. Examine existing data for all three municipalities to assist in establishing an inspection program for occupancies most at risk.                  | 01       | NEUTRAL       |
| 22. Develop a process for requesting and educating property owners about proactive fire inspections focusing on user experience.                      | 02       | NEUTRAL       |
| 23. Review process for post incident inspections to ensure the process is effectively meeting its goals.  | 02       | NEUTRAL       |
| 24. Establish an investigation protocol for incidents requiring an investigation.   | 03       | NEUTRAL       |
| 25. Standardize the process for documenting investigations and ensure all trained personnel are competent in documentation.                           | 03       | NEUTRAL       |
| 26. Ensure the process for investigations has the proper number of trained investigators and if not, offer training to identified individuals.        | ONG      | NEUTRAL       |
| 27. Develop a standard for updating and requesting fire safety plans focusing on user experience.   | 02       | NEUTRAL       |
| 28. Develop a process to link key findings from inspections and investigations to public education initiatives.                                       | 02       | NEUTRAL       |

# Recommendation Summary

## Appendix D

| RECOMMENDATION  | Priority | Budget Impact |
|---|----------|---------------|
| <b>FIRE PREVENTION</b>  |          |               |
| 29. Formalize a plans review process that is acceptable to both fire prevention and planning staff.   | 02       | NEUTRAL       |
| 30. Develop a process link that bridges the knowledge gap between fire prevention and operations.   | 02       | NEUTRAL       |
| <b>HUMAN RESOURCES</b>  |          |               |
| 31. To maintain current staffing levels unless call volumes dictate otherwise over the next decade.   | ONG      | NEUTRAL       |
| 32. To continuously monitor volunteer expectations and develop recruitment and retention strategies to meet organizational targets and volunteer expectation. | ONG      | NEUTRAL       |
| 33. To create a formal career development program that encourages intermediate firefighters to certify to officer levels.                                     | 02       | NEUTRAL       |
| 34. To develop a performance management system that balances accountability with volunteer expectations.  | 03       | NEUTRAL       |
| 35. To complete regular market checks with neighbouring fire departments to ensure compensation of our firefighters is fair.                                  | ONG      | SIGNIFICANT   |
| 36. To research and develop low cost, higher impact fringe benefit programs for firefighters and their families.  | 02       | NEUTRAL       |
| 37. To create a workplace culture and engagement plan that measures firefighter satisfaction and morale.  | 02       | NEUTRAL       |
| 38. To create a recruitment campaign that highlights the diversity of our firefighters.   | 02       | NEUTRAL       |

# Recommendation Summary

## Appendix D

| RECOMMENDATION  | Priority | Budget Impact |
|---|----------|---------------|
| <b>HUMAN RESOURCES</b>  |          |               |
| 39. To offer educational opportunities to youth and underrepresented communities about the benefits of becoming a volunteer firefighter.                        | 03       | NEUTRAL       |
| 40. To formalize a wellness plan for the three departments that encompasses peer support, partnerships, family support, prevention and postvention work.        | 01       | SIGNIFICANT   |
| 41. To create a cancer prevention plan for current members that is multi-faceted reducing risks in many areas.  | 01       | SIGNIFICANT   |
| 42. Create a retiree plan to keep the group involved and together to assist with any historic items that may arise.   | 03       | NEUTRAL       |
| <b>INFORMATION TECHNOLOGY</b>   |          |               |
| 43. To complete a gap analysis on current state infrastructure and future state technology needs.   | 02       | NEUTRAL       |
| 44. Develop a IT master plan for achieving future state technological needs including timelines, milestones, and resource requirements.                         | 02       | SIGNIFICANT   |
| <b>INFRASTRUCTURE</b>   |          |               |
| 45. Continue on with scheduled maintenance on the Minto buildings to maintain them in good shape for the next couple of decades.                                | ONG      | NEUTRAL       |
| 46. Long term plan concepts for the Moorefield Station to accommodate a bunker gear room and shower facilities to be completed when municipal financing allows. | 02       | SIGNIFICANT   |
| 47. Work with the municipality and firefighters to find potential land area for new structure that will fit the needs of the department.                        | ONG      | SIGNIFICANT   |

# Recommendation Summary

## Appendix D

| RECOMMENDATION   | Priority | Budget Impact |
|--|----------|---------------|
| <b>INFRASTRUCTURE</b>  |          |               |
| 48. Design/build new fire stations for Mount Forest and Drayton in the next 5-7 years.   | 03       | SIGNIFICANT   |
| 49. Work with Paramedic Services to establish a plan for the spaces they occupy including the duration of their lease agreements.                              | 02       | SIGNIFICANT   |
| 50. Install diesel fume extractors in all of the stations to comply with Ministry of Labour's Section 21 guidelines.   | 03       | SIGNIFICANT   |
| <b>INTEGRATED SERVICES</b>   |          |               |
| 51. Continue to streamline internal services to find efficiencies and improve overall operational responses.   | ONG      | NEUTRAL       |
| 52. Work with Police and Paramedics to integrate our community risk and safety plans so all agencies are working towards the same goals.                       | 01       | NEUTRAL       |
| 53. Speak to various outside agencies to find some mutually beneficial partnerships that will help the fire departments.                                       | ONG      | NEUTRAL       |
| <b>OPERATIONS</b>  |          |               |
| 54. Complete the response zones for each municipality to ensure the closest stations from any of the fire departments are responding appropriately.            | 01       | NEUTRAL       |
| 55. Review the truck assignments for all types of incidents and ensure the appropriate trucks are attending the proper calls.                                  | 01       | NEUTRAL       |
| 56. Look at the feasibility of completing an on-call schedule for the fire service leadership team to ensure a team member is present for all large incidents. | 02       | NEUTRAL       |

# Recommendation Summary

## Appendix D

| RECOMMENDATION   | Priority | Budget Impact |
|--|----------|---------------|
| <b>PUBLIC EDUCATION</b>  |          |               |
| 57. To complete the next iteration of the community risk assessment as a combined service area.  | 03       | NEUTRAL       |
| 58. To develop public education programs or community engagement initiatives related to demographic groups such as: <ul style="list-style-type: none"> <li>• Seniors</li> <li>• Cultural Groups</li> <li>• Multigenerational Families</li> <li>• Young Families</li> </ul> | 01       | NEUTRAL       |
| 59. To develop a brand management and communication plan to ensure that fire services remain distinct entities, operating under the same mission.  | 01       | NEUTRAL       |
| 60. To complete research on alternative ways to fund the public education division through sponsorship, collaborative community partnerships or philanthropic effort.  | 02       | NEUTRAL       |
| <b>TRAINING</b>  |          |               |
| 61. Increase our complement of NFPA instructors to be able to teach more courses in house.   | ONG      | NEUTRAL       |
| 62. Conduct an internal training needs assessment followed up by a training facility feasibility study.  | 02       | SIGNIFICANT   |
| 63. Increase the number of multi-station training sessions between the three departments.  | ONG      | NEUTRAL       |
| 64. Continuously work on succession planning to have firefighters achieving necessary certifications.  | ONG      | NEUTRAL       |

# Recommendation Summary

## Appendix D

| RECOMMENDATION  | Priority | Budget Impact |
|---|----------|---------------|
| <b>GROWTH + FUTURE NEEDS</b>  |          |               |
| 65. Ensure a Fire Management Team member is a part of any planning or development processes to ensure the fire department point of view is heard. | 02       | NEUTRAL       |
| 66. Look at funding models for new apparatus or specialty equipment that might be needed because of growth in the three municipalities.           | 02       | NEUTRAL       |
| 67. Work with the development groups at each municipality to explore different funding options for any fire related growth projects.              | ONG      | NEUTRAL       |

# Partnership Agreement

THIS AGREEMENT made this 5th day of March, 2024

BETWEEN:

THE CORPORATION OF THE TOWN OF MINTO  
(Hereinafter called "Minto")

THE PARTY OF THE FIRST PART

-and-

THE CORPORATION OF THE TOWNSHIP OF MAPLETON  
(Hereinafter called "Mapleton")

THE PARTY OF THE SECOND PART

-and-

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH  
(Hereinafter called "Wellington North")

THE PARTY OF THE THIRD PART

**WHEREAS** Subsection 2 (5) of the *Fire Protection and Prevention Act*, 1997, S.O. 1997, Chapter 4, as amended ("*FPPA*"), authorizes a municipality to enter into agreements with other municipalities to provide and/or receive fire protection services;

**AND WHEREAS** Subsection 6 (2) of the *FPPA*, authorizes the councils of two or more municipalities to appoint one fire chief for two or more fire departments;

**AND WHEREAS** Minto operates fire protection services and manages assets suitable to meet municipal responsibilities required by *FPPA*;

**AND WHEREAS** Mapleton and Wellington North wishes to engage Minto to provide Fire Management Services to the operation of Mapleton's fire protection services, as well as Wellington North's fire protection services and Minto agrees to do so, on the terms and condition set out in this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants, conditions, considerations and payments herein contained, Minto, Mapleton and Wellington North mutually agree as follows:

## 1. Definitions

In this Agreement:

- a. "Fire Chief" means the Chief of the Fire Department appointed under subsection 6(2) of *FPPA*;
- b. "Fire Department" means the fire departments of Mapleton and Wellington North with the duties and responsibilities assigned by *FPPA*;
- c. "Fire Services Management Team" aka FSMT means the employees reporting directly to the Director of Fire Services in accordance with section 2 (c) of Schedule A to this Agreement;
- d. "Mapleton CAO" means the Chief Administrative Officer for Mapleton; and,
- e. "Minto CAO" means the Chief Administrative Officer for Minto.

f. 'Wellington North CAO' means the Chief Administrative Officer for Wellington North.

## **2. Term of Agreement**

The provision of the Services under this Agreement will commence on April 1, 2024 and will automatically terminate on April 1, 2034 (the "Term"), subject to extension or earlier termination in accordance with this Agreement.

## **3. Appointment of Fire Chief/Deputy Chiefs**

The Mapleton and Wellington North Councils will appoint, by way of a By-law, Minto's Fire Chief to also act as Mapleton's Fire Chief and Wellington North's Fire Chief for the duration of the Term as well as two Deputy Chiefs to act as Mapleton's Deputy Chiefs and Wellington North's Deputy Chiefs.

## **4. Fire Management Services**

Subject to the terms and conditions of this Agreement, Minto will provide to Mapleton and Wellington North, Fire Management Services as set out in Schedule A attached hereto (the "Services") for the duration of the Term.

All members of the Fire Services Management Team shall be employees of the Town of Minto. Notwithstanding this, the FSMT shall report to all Municipal Councils involved in this agreement regarding fire protection for each municipality and will report on a day-to-day basis to each municipality's CAO.

## **5. Fee-for-Service**

In consideration for the Services provided hereunder, Mapleton and Wellington North will pay to Minto the fee-for-service as set out in Schedule B attached hereto (the "Fee-for-Service").

## **6. Obligations of Mapleton and Wellington North**

Mapleton and Wellington North represents and warrants to Minto that Mapleton and Wellington North will be solely responsible for ensuring:

- a. adequate insurance coverage is provided for the fire personnel, equipment, buildings and potential liabilities of Mapleton and Wellington North respectively; and,
- b. Mapleton and Wellington North supports and works cooperatively with the Fire Management Team in order to operate the Mapleton Fire Department and Wellington North Fire Services respectively.

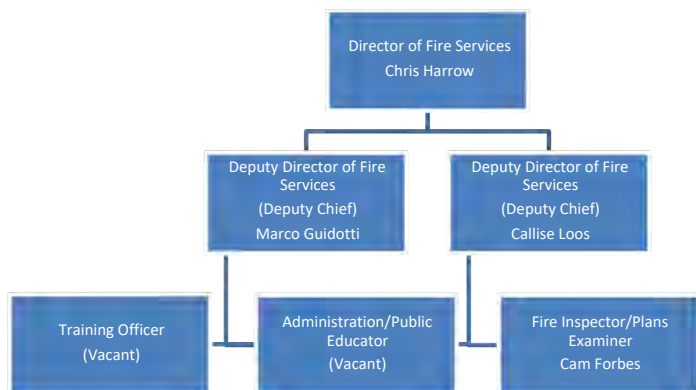
## **7. Obligations of Minto**

Minto represents and warrants to Mapleton and Wellington North that Minto will be responsible for ensuring:

- a. Mapleton and Wellington North are advised of any changes in employment of the FSMT and that the appropriate By-laws are passed and all obligations will continue to be met; and,
- b. the FSMT provides the Services and fulfills the obligations as set out in this Agreement.

## **8. Obligations of the Fire Management Team**

In addition to the Fire Management Services as set out in Schedule A attached hereto, the FSMT will be responsible for recommending the appropriate level of resources to Mapleton Council and Wellington North Council respectively as required to ensure:

**SCHEDULE "C"****FIRE SERVICES MANAGEMENT TEAM STRUCTURE – 3 Municipality Model**

- ☒ This structure reflects a 3 municipality partnership. For 2 municipalities, 1 or more of the positions would be eliminated.
- ☒ The Director of Fire Services will be appointed Fire Chief for all 3 municipalities by By-Law.
- ☒ The team noted above would all be employees of Minto and responsible for overseeing all fire department operations for each municipality.

**SCHEDULE B****"Fee-for-Service"**

1. **General Principle** – The general agreement in principle between Mapleton, Wellington North and Minto is that Mapleton and Wellington North will compensate Minto for the costs incurred by Minto to properly provide the Services under this Agreement, as represented by 30% for each municipality of the total cost to Minto of employing the entire Fire Service Management Team, including those costs incurred in order for the Team to carry out their role. The principle will be of guidance in interpreting the payment of the fees contemplated below based on an annual budget for the Fire Service Management Team to include but not limited to the following expense categories.

- i) FSMT salary and benefits
- ii) FSMT – training, seminars/conference<sup>1</sup>
- iii) FSMT – telecommunication expense
- iv) FSMT – office and equipment supplies
- v) FSMT – uniform expenses
- vi) FSMT – office and meeting expenses
- vii) FSMT – Fuel and Maintenance of Vehicle

<sup>1</sup> includes mileage and expenses to attend meetings/seminars

2. The FSMT shall annually prepare a budget of the expenses of the Team and shall provide the same for review by the Advisory Committee. The budget of the FSMT shall require the approval of the Town of Minto and will be reflected by a line item in Mapleton's and Wellington North's budget.

3. The FSMT budget share for each municipality shown above is for the three municipality partnership. Wellington North and Mapleton will each pay 30% with Minto's share being 40%.

4. If one municipality opts out of this agreement using the exit clause, the percentages will change to 40% for the municipality remaining and 60% for Minto.

- q. Overseeing the maintenance, repair and replacement of the equipment and assets of the Mapleton Fire Department and the Wellington North Fire Services;
  - r. Designating responsibilities and duties specific to the Emergency Control Group that represents Mapleton and/or Wellington North in emergency measures;
  - s. Overseeing administrative services in respect to the Mapleton Fire Department and the Wellington North Fire Services, including, but not limited to, payroll, reporting, etc.;
  - t. Administering fire service contracts and mutual aid contracts;
  - u. Attending incidents where there is a death or serious injury, fires of a suspicious nature, an explosion, large loss, the cause of the fire has not been determined, laws and/or codes have been violated and as required or requested;
  - v. In conjunction with the District Chief(s), or designate(s), overseeing investigations of major fires, assisting other agencies involved, and ensuring preparation of all documentation and correspondence relating to investigation; and,
  - w. Such other services as amended and mutually agreed upon from time to time by the parties.
2. Reporting Structure. in respect of the provision of Services, it is understood and agreed that:
- a. The Fire Service Management Team will respond to, and communicate with, the Mapleton CAO and the Wellington North CAO as required. However, primary reporting and supervision of the Fire Service Management Team remains with the Minto CAO and will follow existing Minto Human Resources policies.
  - b. Mapleton Fire Department personnel will continue to be employees of Mapleton and will continue to follow Human Resource policies as set forth by Mapleton. Wellington North Fire Services personnel will continue to be employees of Wellington North and will continue to follow Human Resource policies as set forth by Wellington North. Notwithstanding the foregoing, Mapleton Fire Department personnel and Wellington North Fire Services personnel will follow Standard Operating Guidelines as prescribed by the Fire Services Management Team and will receive direction from the Fire Services Management Team.
  - c. The organizational structure of the Fire Services Management Team overseeing Mapleton Fire Department and the Wellington North Fire Services is as follows with the Fire Service Management's Fire Chief now also known as Director of Fire Services of Mapleton, Wellington North and Minto as well as the two Deputy Chiefs will also be known as Deputy Directors of Fire Services of Mapleton, Wellington North and Minto. A Training position, Fire Prevention position and an Administrative position will also form part of the FSMT. Other positions as deemed necessary and approved by the Advisory Board will also form part of the management team.
  - d. All members of the Fire Services Management Team will be employees of Minto. The FSMT will ensure to divide enough time to all departments involved in the agreements to providing administration, oversight, and services in an equitable manner.
  - e. Minto will employ all members of the Fire Services Management Team and will ensure all members of the team perform all duties outlined in this agreement.

**SCHEDULE A**  
**"SERVICES"**

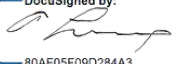
**1. Services**

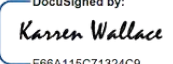
Minto will provide the following administrative and supervisory services (which, for greater certainty, will be provided by the Fire Services Management Team, led by the Director of Fire Services):

- a. Exercising the powers and duties imposed on the Fire Chief by *FPPA* and other regulations;
- b. Ensuring enforcement of the Ontario Fire Code through necessary inspections and overseeing the issuing of required notices and orders;
- c. Interpreting and ensuring application and enforcement of appropriate and applicable legislation, codes and bylaws;
- d. Reviewing building plans to ensure they meet all fire regulations when requested by Mapleton's and Wellington North's Chief Building Official or designate;
- e. Managing the functions of the Mapleton Fire Services and staff on behalf of Mapleton, and Wellington North Fire Services and staff on behalf of Wellington North including, but not limited to, fire suppression, fire prevention, fire safety education, communication, recruitment, training of persons involved in the provision of fire protection services, rescue and emergency services, and the delivery of all those services;
- f. Providing leadership and direction to the overall operation of the Mapleton Fire Department and Wellington North Fire Services through fire department staff;
- g. Overseeing purchasing, maintenance and budgeting of the Mapleton Fire Department and Wellington North Fire Services, including approval of all expenditures;
- h. Representing the Mapleton Fire Department and Wellington North Fire Services when communicating information to the media;
- i. Administering a training program to meet Provincial Standards and documentation;
- j. Promoting and facilitating Fire Officer development;
- k. Promoting and facilitating a fire prevention and public education program (with respect to fire safety and certain components of fire prevention);
- l. Establishing Standard Operating Guidelines ("SOGS") as required;
- m. Creating a bi-annual activity report to the Council of Mapleton and the Council of Wellington North respectively;
- n. Submitting reports and maintaining files on all incidents to required authority, including, but not limited to the, Office of the Fire Marshal;
- o. Establishing duties and responsibilities for Mapleton Fire Department and Wellington North personnel;
- p. Overseeing the Fire specific Health and Safety program for Mapleton and Wellington North;

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH



DocuSigned by:  
  
80AF05F09D284A3...  
Andrew Lennox, Mayor

DocuSigned by:  
  
F66A115C71324C9...  
Karren Wallace, Clerk  
We have authority to bind the Corporation.

purporting to give the same and, unless provided in the written waiver, will be limited to the specific breach waived.

**g. Severability**

In the event that any provision of this Agreement is determined by any court of competent jurisdiction to be invalid or unenforceable in whole or in part for any reason whatsoever, such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision and all other provisions of this Agreement shall continue in full force and effect.

**h. Applicable By-laws**

Each of the parties hereby acknowledges and agrees that they will pass all necessary By-laws to give full force and effect to this Agreement.

**i. Independent Legal Advice**

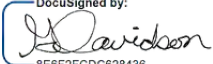

Each of the parties hereby acknowledges that it has had an adequate opportunity to obtain independent legal advice prior to execution of this Agreement and has either obtained such advice or freely chosen not to do so, and that each of the parties executes this Agreement voluntarily and with full knowledge and understanding of the contents of this Agreement.

**j. Counterparts**

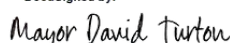

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts shall be accepted in original, electronic, or facsimile form, and the parties to this Agreement adopt any signatures received by receiving facsimile or electronic form as original signatures of the parties.

**IN WITNESS WHEREOF** the parties hereto have hereunto set their hands and seals as of the day and year first above written.

**THE CORPORATION OF THE TOWNSHIP OF MAPLETON**

DocuSigned by:  
  
 8E6F2FCDC628436...  
 Gregg Davidson, Mayor  
 DocuSigned by:  
  
 D903C8797CE04CD...  
 Larry Wheeler, Clerk  
 We have authority to bind the Corporation.

**THE CORPORATION OF THE TOWN OF MINTO**

DocuSigned by:  
  
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 David Turton, Mayor  
 DocuSigned by:  
  
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 Annilene McRobb, Clerk  
 We have authority to bind the Corporation.

c. The parties agree that these Termination provisions are fair and reasonable, and are in full satisfaction of any and all entitlements (statutory, contractual, common law and/or otherwise) resulting from the termination of the Services under this Agreement. The parties further agree that, if a party terminates Minto's provision of the Services under this Agreement in accordance with these Termination provisions, the other party will have no action, cause of action, claim or demand against the terminating party or any other person or organization as a consequence of such termination and, in particular, the terminating party will not be liable to the other party and/or any of its officers, councillors, employees, independent contractors or agents for damages on account of the termination of the provision of the Services under this Agreement.

d. Notwithstanding, if one party uses the powers contained herein to exit the agreement, the agreement will still remain binding to the remaining two parties and will remain enforceable as such.

## **15. General**

### **a. Choice of Law**

The provisions of this Agreement shall be construed and interpreted in accordance with the laws of the province of Ontario and the laws of Canada applicable therein.

### **b. Interpretation**

This Agreement has been submitted to the scrutiny of all parties to this Agreement and shall be given as fair and reasonable interpretation as possible without consideration or weight being given to the Agreement having been drafted by any party to this Agreement or its counsel.

### **c. Sections and Headings**

The division of this Agreement into Articles and Sections and the insertion of headings are for the convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" or similar expressions refer to this Agreement and not to any particular Section or other portion hereof and include any agreement or instrument supplemental or ancillary hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Sections and Schedules are to Sections and Schedules of this Agreement.

### **d. Benefit of Agreement**

This Agreement shall ensure to the benefit of and be binding upon the successors and assigns of Mapleton, Wellington North and Minto, respectively.

### **e. Entire Agreement**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement in respect of the period commencing April 1, 2024, and cancels and supersedes any prior understandings and agreements between the parties hereto with respect to such subject matter. There are no representations, warranties, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties about such subject matter other than as expressly set forth in this Agreement.

f. **Amendment** No amendment to this Agreement will be valid or binding, unless it is set forth in writing and duly executed by both parties as authorized by their respective Councils. Similarly, no waiver of any breach of any provision in this Agreement will be effective or binding, unless it is made in writing and duly signed by the party

- (iii) All reasonable requests for information regarding the dispute or disagreement made by one participant of this dispute resolution process to that participant's counterpart in the process, except for any confidential information, information subject to solicitor client privilege or information that has no relevance to the dispute or disagreement in question, shall be honoured in order that each of the parties may be fully advised of the other's position.
- (iv) In the event that the designated Council representatives cannot resolve the dispute within 45 days of the first meeting between the parties, or within such other period of time as the parties may have agreed, either party may, with written notice to the other party, submit the dispute or disagreement to arbitration in accordance with the provisions of the *Arbitration Act* (Ontario), subject to Subsection 12 b. below.

b. The party wishing to commence arbitration shall give the other party a written notice describing the dispute or disagreement to be arbitrated. Any arbitration will be carried out by a single arbitrator, who has been chosen jointly by both parties. In the event that the parties cannot agree on an arbitrator, either party shall be at liberty to apply to the Superior Court of Justice to have one appointed. The costs and expenses of arbitration will be allocated by the arbitrator between the parties, as the arbitrator determines in accordance with applicable law.

c. Except where clearly prevented by a dispute or disagreement that arises under this Agreement, Minto will continue to provide the Services under this Agreement while the dispute or disagreement is being resolved in accordance with this Section, unless and until the provision of such Services is terminated or expire in accordance with the Termination provisions of this Agreement.

#### **14. Termination**

- a. Minto's provision of the Services under this Agreement shall automatically terminate / expire at the end of the Term, without any further notice or compensation in lieu of notice owed, unless Mapleton and/or Wellington North and Minto enter into a written agreement, no later than 6 months before the expiry of the current agreement, to extend the provision of the Services beyond the end of the Term that sets out the terms and conditions of such extension.
- b. Minto's provision of the Services under this Agreement may also be terminated, at any time before the end of the Term, as follows:
  - (i) By all parties, without cause, upon giving at least 180 days' written advance notice to the other party of the termination date.
  - (ii) By all parties, for cause, without any obligation to provide any advance notice or compensation in lieu of notice to the other parties for a breach of this Agreement committed by the other parties, including, but not limited to, any breach by Mapleton or Wellington North of its obligations under Section 6 of this Agreement.
  - (iii) By Minto if it is unable to provide the Services under this Agreement, including, but not limited to, in the event a majority of the FSMT terminates employment and insufficient staff remains to perform the functions of a fire services management.
  - (iv) By mutual agreement of all parties.

b. any act, neglect, default, or breach of applicable law, of or by Mapleton and/or Wellington North and/or any of its respective officers, councillors, employees, independent contractors and/or agents.

Notwithstanding the foregoing, it is understood and agreed that Mapleton or Wellington North will not indemnify and save harmless the Minto indemnitees for any such costs that:

- (i) result from the negligence of the Minto indemnitees;
- (ii) arise from any breach by the Minto indemnitees of any provision of this Agreement; or
- (iii) that directly result from any act, neglect, default, or breach of applicable law, of or by any of the Minto indemnitees performed in bad faith.

## **12. Nature of Relationship**

a. Minto is not, nor is any person employed or retained by Minto in the provision of the Services, an employee of Mapleton or Wellington North, and no other relationship, including a partnership or a principal and agency relationship, is created by this Agreement. The relationship created by this Agreement is exclusively that of independent contractor.

b. Minto will at all times act in its own capacity and right solely as an independent contractor in the provision of the Services under this Agreement and, except as may be expressly provided in this Agreement, Minto will have full discretion as to the means, method and manner of providing the Services and will not be subject to the control and/or direction of Mapleton or Wellington North in doing so.

c. With approval from Mapleton and Wellington North, Minto may extend this agreement to include another fire department in the sharing of fire management services. Doing so may require the hiring of additional personnel for the FSMT which requires the approval of Minto, Mapleton and Wellington North Councils.

## **13. Dispute Resolution**

a. If, during the Term, a dispute or disagreement arises between the parties that cannot be resolved by the FSMT, then the parties agree to participate in the following dispute resolution procedure:

- (i) Upon the written request by either party to the other party, the nature of the dispute or disagreement shall be brought to the attention of each party's CAO, or his or her designate. The CAOs will meet with a view to amicably resolving any dispute or disagreement with respect to any matter in this Agreement, the interpretation thereof, or the performance by the parties.
- (ii) If the CAOs fail to resolve the dispute within 15 calendar days following the date of their meeting, then they shall each prepare a written report to their respective Councils. The Council of Minto, the Council of Mapleton and the Council of Wellington North each agree to appoint two (2) members to work with two (2) members of each of the other municipalities to resolve the dispute or disagreement. Any other municipality who may join this agreement will be entitled to appoint two (2) members as well to assist in resolving the dispute.

a. a competent and functional management team exists, pursuant to this Agreement, to provide proper management services to both the Minto Fire Department, the Mapleton Fire Department and the Wellington North Fire Services;

b. adequate facilities, equipment and personnel are provided for the operation of the Mapleton Fire Department and Wellington North Fire Services, including, but not limited to, a functional staff complement who have the skills, abilities and experiences to, and do, properly perform the duties and responsibilities of their respective positions. In consultation with Mapleton's CAO and Wellington North's CAO, the FSMT is responsible and has authority for the hiring, dismissal and discipline of the staff complement, in accordance with Mapleton's Human Resource Policies and Wellington North's Human Resource Policies respectively;

c. adequate and appropriate fire protection service levels are provided to Mapleton and Wellington North; and,

d. proper management of the Mapleton Fire Department and Wellington North Fire Services in accordance with good management principles (including, but not limited to, provincially—recognized standards, policies and procedures on proper governance for Fire Departments) and legal advice as and when received.

#### **9. Oversight**

An advisory committee will be formed consisting of the CAO and one (1) member of Council from each municipality who shall meet at least one time per year with the FSMT to discuss performance and budget related items. Other meetings may be called by the FSMT or any of the CAO's as deemed necessary.

A joint hiring team consisting of any of the following may be used to hire the top levels of the management team: Human Resources Managers, CAO's or other senior management team members from either municipality.

#### **10. Insurance**

Mapleton and Wellington North will pay for and maintain for its own benefit and for Minto's benefit, with insurers or through the appropriate governmental department, appropriate insurance concerning the Mapleton Fire Department and Wellington North Fire Services and the Fire Management Services provided by Minto hereunder to Mapleton and Wellington North, including, but not limited to, liability and property damage insurance. Mapleton and Wellington North will each provide Minto with satisfactory confirmation of its compliance with this Section and/or copies of the insurance policies when requested by Minto. Minto agrees that anyone claiming by, through, under or on behalf of Mapleton or Wellington North will have no claim, right of action or right of subrogation against Minto based on any loss or liability insurance under the above insurance.

#### **11. Indemnity**

Mapleton and Wellington North will each fully indemnify and save Minto, as well as all of its respective officers, councillors, employees (including, but not limited to, the FSMT), independent contractors and agents (collectively, "Minto indemnitees" under this Section 10) harmless from and against any and all costs (including, but not limited to, costs resulting from orders, awards, settlements, penalties, fines, damages, expenses, interest, legal fees, disbursements and applicable taxes) incurred by any of the Minto indemnitees as a result of any claims, actions, causes of action, demands, complaints, applications, investigations or similar proceedings, which result from, or relate to, directly or indirectly:

- a. any act, neglect, default, or breach of applicable law, of or by any of the Minto indemnitees in respect of the provision or non-provision of the Services, and/or otherwise as a result of this Agreement; and/or,

**END**

Tri- Fire Services

# STRATEGIC PLAN

2025 - 2028



# Introduction

Our strategic plan is designed to propel our organization into the future, embracing change and fostering a culture of continuous improvement.

# Vision

Our vision is to **lead in fire and emergency** services by using advanced technologies and innovative practices. We aim to foster a culture of **continuous improvement and collaboration**, investing in training and equipment to enhance safety, efficiency, and resilience for a safer future.

# Strategic Pillars

People: Prioritizing those we lead and serve.

Performance: Delivering outstanding results with precision.

Partnerships: Emphasizing collaboration and shared goals.

# Core Service Areas

- Administration
- Communications & Technology
- Quality Assurance & Data Management
- Mechanical Maintenance
- Professional Development & Training
- Public Education
- Operations
- Fleet
- Emergency Management
- Human Resources
- Fire Investigation
- Fire Prevention

# Current Challenges

- **Volunteer Recruitment & Retention:** Investing in or implementing initiatives to keep our firefighters engaged and employed for a long time.

# Current Challenges

- **Infrastructure Needs:** Renovating outdated stations and planning new facilities in Mapleton and Wellington North.

# Current Challenges

- **Technological Advancements** : Implementing centralized data systems and keeping up with technology trends in emergency services.
- **Fleet Costs:** Finding alternative solutions to maintain service with a similar or smaller fleet due to increasing costs.

# RECOMMENDATIONS



Since 2019, the cost of fire trucks has increased significantly.

One report indicates that the price of fire trucks has risen by approximately 22% due to supply chain disruptions & increased material costs.

# MECHANICAL & FLEET

# HIGHLIGHTS

- Forecast future needs by planning 25 years ahead.
- Streamline equipment and apparatus.
- Standardize equipment and apparatus.

Urbanization &  
population density  
amplify the impact  
when fires happen.

Technological  
advancements are  
introducing new fire  
hazards. (lithium - ion  
batteries)

# FIRE PREVENTION

# HIGHLIGHTS

- Increase proactive inspections based on CRA targeting high risk occupancies.
  - Create a user interaction cycle that informs users on the benefits of proactive inspections.
- Standardize investigation procedures, ensure the data collected is informing prevention & public education.

Retention generally costs less than recruitment. Long term firefighters are more knowledgeable creating a safer working environment. -

# HUMAN RESOURCES

# HIGHLIGHTS

- Maintain current staffing levels, develop recruitment campaigns that highlight volunteer firefighters.
- firefighter development & value added benefits or services.
- Wellness and engagements plans
  - cancer prevention
  - retirees
  - organizational culture.

Investing in robust  
infrastructure is  
essential for fire  
departments to  
operate efficiently.

# INFRASTRUCTURE

# HIGHLIGHTS

- Build new stations eventually in Drayton & Mt. Forest
- Minor maintenance renovations in Moorefield

Recent data indicates  
a rising trend in  
house fires in Ontario.

Structure fires and  
impacts are  
forecasted to  
increase in the next 10  
years.

# OPERATIONS

# HIGHLIGHTS

- Implement new response zones to align with seamless borders across the municipalities.

Building strong  
community networks  
and involving local  
leaders in campaigns  
can enhance trust and  
participation.

Community - driven  
initiatives are often more  
successful in promoting  
lasting behavior  
changes.

# PUBLIC EDUCATION

# HIGHLIGHTS

- Develop public education programs related to key findings from current data & newly completed community risk assessment.
- Increase community engagement.
- Investigate hiring public education specialist volunteers.

Continuous training  
helps firefighters  
develop and maintain  
the skills necessary to  
perform their duties  
effectively.

# TRAINING

# HIGHLIGHTS

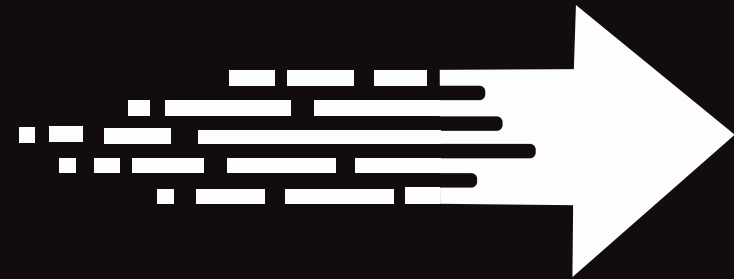
- Increase access of in - house training opportunities by developing more in - house instructors.
- Increase cohesion between stations through joint training.
- Complete a training centre feasibility study.

Resourcefulness and  
sustainability will be  
key to Ontario's fire  
service moving  
forward.

# GROWTH + FUTURE NEEDS

# HIGHLIGHTS

- Ensure the fire department is involved in any growth projects in any of the municipalities to ensure future needs are met.



End.



# MAPLETON, MINTO & WELLINGTON NORTH TRI-FIRE SERVICES

JAN - MAR 2025



## CALL STATS

|      | FIR | MED | MVC | OTH | TL |
|------|-----|-----|-----|-----|----|
| MFD  | 3   | 4   | 15  | 35  | 57 |
| MFR  | 4   | 4   | 12  | 11  | 31 |
| WNFS | 9   | 18  | 21  | 45  | 93 |

## PRIOR YTD



## PROJECT UPDATES



### EQUIPMENT

- New 4 Gas Monitors & calibration units for Mapleton.
- Updated station wear, dress uniforms and bunker gear across all 7 stations.
- New Command Cases for Wellington North
- Installation of plumbing and electrical for new extractors in Mapleton and Minto.
- Annual safeties of all apparatus



### MASTER FIRE PLAN

- Aligned strategic direction of all three departments, researched and wrote the fire master plan to be presented to all Councils in June.



### OTHER

- Received OFM Fire Safety Grant
- Received Emergency Preparedness Grant in Minto
- Attended the Mutual Aid Coordinators Conference
- Attended OAFCLabour Relations Seminar
- Presented x4 on Shared Services, Grants and ER Bylaws
- Started renovations on Palmerston Station
- Started data migration to First Due Reporting

## TRAINING UPDATES



4 Weekends of First Responder First Aid & CPR in Mapleton



1 NFPA Testing Saturday



2 New recruit county training weekends in Minto & Mapleton

42  
Practices  
Total

## FIRE PREVENTION

### INSPECTIONS

- 10 IN MINTO
- 7 IN MAPLETON
- 11 IN WELLINGTON NORTH

### COMPLAINTS

- 1 IN MINTO
- 1 IN MAPLETON
- 3 IN WELLINGTON NORTH

### TRENDS.....

- Combustibles being stored in service rooms.
- Lack of documented fire safety checks
- Out of date fire safety plans
- Hoarding
- Damaged Fire Separations

## PUBLIC EDUCATION

- Fire Extinguisher Training x4 events
- Alma Safety Breakfast
- Palmerston Public School Reading
- The Grove - Fire Safety Training
- North Wellington Works Career Fair
- Mapleton Empowerher
- Launched tri-fire services website



LAUNCH



2025-06-18

Township of Wellington North  
VENDOR CHEQUE REGISTER REPORT

| <u>Cheque Number</u> | <u>Vendor Cheque Name</u>      | <u>Cheque Date</u> | <u>Amount</u> |
|----------------------|--------------------------------|--------------------|---------------|
| 81641                | Petty Cash (General)           | 2025-05-20         | \$100.00      |
| 81642                | Royal Bank Visa                | 2025-05-20         | \$8,234.36    |
| 81643                | Aquam Inc.                     | 2025-05-21         | \$122.85      |
| 81644                | Arthur Food Bank               | 2025-05-21         | \$75.00       |
| 81645                | B2B Bank                       | 2025-05-21         | \$961.65      |
| 81646                | Bell Canada                    | 2025-05-21         | \$51.47       |
| 81647                | Bell Mobility                  | 2025-05-21         | \$627.04      |
| 81648                | Biz Bull                       | 2025-05-21         | \$1,299.50    |
| 81649                | Bohnert Fire and Security Supp | 2025-05-21         | \$67.80       |
| 81650                |                                | 2025-05-21         | \$115.20      |
| 81651                | COS Consulting Ltd.            | 2025-05-21         | \$1,779.75    |
| 81652                | Eidt` s BMR Express Hardware   | 2025-05-21         | \$1,413.16    |
| 81653                | Francotyp-Postalia Canada Inc. | 2025-05-21         | \$101.70      |
| 81654                | Golden Triangle Door Automatio | 2025-05-21         | \$550.31      |
| 81655                | Hydro One Networks Inc.        | 2025-05-21         | \$922.22      |
| 81656                | Jim's Auto Service             | 2025-05-21         | \$1,129.27    |
| 81657                | Manulife Financial             | 2025-05-21         | \$48,888.13   |
| 81658                |                                | 2025-05-21         | \$141.25      |
| 81659                | Performance Sponsorship Group, | 2025-05-21         | \$9,887.50    |
| 81660                | Rogers                         | 2025-05-21         | \$236.88      |
| 81661                | Sauder Transport Ltd.          | 2025-05-21         | \$809.06      |
| 81662                | Staples Professional           | 2025-05-21         | \$225.38      |
| 81663                | Stempski Kelly Associates Inc. | 2025-05-21         | \$2,996.31    |
| 81664                | TD Wealth                      | 2025-05-21         | \$951.42      |
| 81665                | Twp of Wellington North        | 2025-05-21         | \$163.85      |
| 81666                | Enbridge Gas Inc.              | 2025-05-21         | \$2,891.25    |
| 81667                | Walsh's IDA Pharmacy           | 2025-05-21         | \$250.00      |
| 81668                | Waste Management               | 2025-05-21         | \$1,251.23    |
| 81669                | Wellington Sheet Metal Ltd.    | 2025-05-21         | \$31,498.75   |
| 81670                | Wightman Telecom Ltd.          | 2025-05-21         | \$1,333.54    |
| EFT0008318           | 5053745 Ontario Inc.           | 2025-05-21         | \$776.88      |
| EFT0008319           | Abell Pest Control Inc         | 2025-05-21         | \$73.74       |
| EFT0008320           | Arthur Home Hardware Building  | 2025-05-21         | \$515.25      |
| EFT0008321           | Artic Clear 1993 Inc.          | 2025-05-21         | \$51.00       |
| EFT0008322           | Barclay Wholesale              | 2025-05-21         | \$1,169.37    |
| EFT0008323           | Bluewater Fire & Security      | 2025-05-21         | \$146.90      |
| EFT0008324           |                                | 2025-05-21         | \$149.76      |
| EFT0008325           | Caldecott Millwright Services  | 2025-05-21         | \$1,884.07    |
| EFT0008326           | Canada's Finest Coffee         | 2025-05-21         | \$26.00       |
| EFT0008327           | City of Guelph                 | 2025-05-21         | \$1,262.44    |
| EFT0008328           | Steve Cudney                   | 2025-05-21         | \$150.00      |
| EFT0008329           | Canadian Union of Public Emplo | 2025-05-21         | \$2,516.07    |
| EFT0008330           | Darroch Plumbing Ltd.          | 2025-05-21         | \$5,203.27    |
| EFT0008331           | Delta Elevator Co. Ltd.        | 2025-05-21         | \$1,049.98    |
| EFT0008332           | Central Square Canada Software | 2025-05-21         | \$3,322.20    |

| <u>Cheque Number</u> | <u>Vendor Cheque Name</u>      | <u>Cheque Date</u> | <u>Amount</u> |
|----------------------|--------------------------------|--------------------|---------------|
| EFT0008333           | Eric Cox Sanitation LTD.       | 2025-05-21         | \$290.41      |
| EFT0008334           | Eramosa Engineering Inc.       | 2025-05-21         | \$2,076.39    |
| EFT0008335           | Excel Business Systems         | 2025-05-21         | \$868.09      |
| EFT0008336           |                                | 2025-05-21         | \$227.37      |
| EFT0008337           | Industrial Alliance Insurance  | 2025-05-21         | \$206.05      |
| EFT0008338           | JPM Architecture Inc.          | 2025-05-21         | \$2,000.29    |
| EFT0008339           | K Smart Associates Limited     | 2025-05-21         | \$9,770.66    |
| EFT0008340           | Maple Lane Farm Service Inc.   | 2025-05-21         | \$16.86       |
| EFT0008341           | Marcc Apparel Company          | 2025-05-21         | \$2,802.06    |
| EFT0008342           | Ont Mun Employee Retirement    | 2025-05-21         | \$69,463.30   |
| EFT0008343           | Ontario One Call               | 2025-05-21         | \$186.79      |
| EFT0008344           | Ont Clean Water Agency         | 2025-05-21         | \$82,672.47   |
| EFT0008345           | PACKET WORKS                   | 2025-05-21         | \$169.50      |
| EFT0008346           | PETRO-CANADA                   | 2025-05-21         | \$2,431.35    |
| EFT0008347           | Print One                      | 2025-05-21         | \$326.91      |
| EFT0008348           | Resurfice Corporation          | 2025-05-21         | \$2,436.06    |
| EFT0008349           | Risolv IT Solutions Ltd        | 2025-05-21         | \$22,169.83   |
| EFT0008350           | RLB LLP                        | 2025-05-21         | \$13,729.50   |
| EFT0008351           | ROBERTS FARM EQUIPMENT         | 2025-05-21         | \$70,761.33   |
| EFT0008352           | Robertson Landscaping          | 2025-05-21         | \$1,401.20    |
| EFT0008353           | Sanigear                       | 2025-05-21         | \$1,564.32    |
| EFT0008354           | SGS Canada Inc.                | 2025-05-21         | \$2,273.29    |
| EFT0008355           | Stephen Hale                   | 2025-05-21         | \$1,610.25    |
| EFT0008356           | Suncor Energy Inc.             | 2025-05-21         | \$3,981.97    |
| EFT0008357           | Saugeen Valley Conservation    | 2025-05-21         | \$54,627.00   |
| EFT0008358           | T&T Power Group                | 2025-05-21         | \$12,471.75   |
| EFT0008359           | Triton Engineering Services    | 2025-05-21         | \$12,335.71   |
| EFT0008360           | UnitedCloud Inc.               | 2025-05-21         | \$602.41      |
| EFT0008361           | Wellington Advertiser          | 2025-05-21         | \$690.89      |
| EFT0008362           | Wellington Comfort Systems Ltd | 2025-05-21         | \$615.60      |
| EFT0008363           | Young's Home Hardware Bldg Cen | 2025-05-21         | \$471.23      |
| 81671                | Arthur Foodland                | 2025-05-27         | \$5.07        |
| 81672                | Arthur Area Curling Club       | 2025-05-27         | \$847.50      |
| 81673                |                                | 2025-05-27         | \$1,900.00    |
| 81674                | BELLAMY CONTRACTING SERVICES L | 2025-05-27         | \$483.08      |
| 81675                |                                | 2025-05-27         | \$1,900.00    |
| 81676                | Canadian Tire #066             | 2025-05-27         | \$33.89       |
| 81677                | Chalmers Fuels Inc             | 2025-05-27         | \$67.80       |
| 81678                | Eidt` s BMR Express Hardware   | 2025-05-27         | \$867.16      |
| 81679                | Golden Triangle Door Automatio | 2025-05-27         | \$795.80      |
| 81680                | G-Tel Engineering Inc.         | 2025-05-27         | \$2,203.50    |
| 81681                | Heffernan Auto Care Inc.       | 2025-05-27         | \$152.23      |
| 81682                | Hydro One Networks Inc.        | 2025-05-27         | \$2,899.54    |
| 81683                | Jim's Auto Service             | 2025-05-27         | \$605.82      |
| 81684                |                                | 2025-05-27         | \$1,900.00    |
| 81685                |                                | 2025-05-27         | \$724.92      |
| 81686                |                                | 2025-05-27         | \$1,900.00    |
| 81687                |                                | 2025-05-27         | \$121.98      |
| 81688                | TD Wealth                      | 2025-05-27         | \$940.08      |
| 81689                |                                | 2025-05-27         | \$513.55      |

| <u>Cheque Number</u> | <u>Vendor Cheque Name</u>      | <u>Cheque Date</u> | <u>Amount</u> |
|----------------------|--------------------------------|--------------------|---------------|
| 81690                |                                | 2025-05-27         | \$80.49       |
| 81691                | Workplace Safety & Ins Board   | 2025-05-27         | \$12,175.17   |
| 81692                |                                | 2025-05-27         | \$1,900.00    |
| EFT0008364           | ABC Recreation Ltd.            | 2025-05-27         | \$1,423.96    |
| EFT0008365           | Abell Pest Control Inc         | 2025-05-27         | \$78.69       |
| EFT0008366           |                                | 2025-05-27         | \$165.24      |
| EFT0008367           | Arthur & District Chamber of C | 2025-05-27         | \$2,500.00    |
| EFT0008368           | Arthur Home Hardware Building  | 2025-05-27         | \$161.65      |
| EFT0008369           | Arthurs Fuel                   | 2025-05-27         | \$2,554.50    |
| EFT0008370           | Artic Clear 1993 Inc.          | 2025-05-27         | \$139.00      |
| EFT0008371           | BackSpace Consulting           | 2025-05-27         | \$4,576.50    |
| EFT0008372           |                                | 2025-05-27         | \$381.23      |
| EFT0008373           | B M Ross and Associates        | 2025-05-27         | \$46,365.05   |
| EFT0008374           | Broadline Equipment Rental Ltd | 2025-05-27         | \$784.92      |
| EFT0008375           |                                | 2025-05-27         | \$86.09       |
| EFT0008376           | Canada's Finest Coffee         | 2025-05-27         | \$180.00      |
| EFT0008377           | CARQUEST Arthur Inc.           | 2025-05-27         | \$387.59      |
| EFT0008378           | Carson Supply                  | 2025-05-27         | \$1,476.50    |
| EFT0008379           | Coffey Plumbing, Div. of KTS P | 2025-05-27         | \$321.43      |
| EFT0008380           | Cordes Enterprise              | 2025-05-27         | \$1,374.20    |
| EFT0008381           | Canadian Union of Public Emplo | 2025-05-27         | \$2,601.21    |
| EFT0008382           | Da-Lee Dust Control            | 2025-05-27         | \$49,674.03   |
| EFT0008383           | Darroch Plumbing Ltd.          | 2025-05-27         | \$539.29      |
| EFT0008384           |                                | 2025-05-27         | \$165.24      |
| EFT0008385           |                                | 2025-05-27         | \$27.75       |
| EFT0008386           | Eric Cox Sanitation LTD.       | 2025-05-27         | \$1,753.59    |
| EFT0008387           | FOSTER SERVICES/822498 ONT INC | 2025-05-27         | \$1,048.08    |
| EFT0008388           | Ideal Supply Inc.              | 2025-05-27         | \$50.86       |
| EFT0008389           | J J McLellan & Son             | 2025-05-27         | \$971.80      |
| EFT0008390           | MacDonald's Home Appliances    | 2025-05-27         | \$1,015.87    |
| EFT0008391           | Maple Lane Farm Service Inc.   | 2025-05-27         | \$265.33      |
| EFT0008392           |                                | 2025-05-27         | \$39.49       |
| EFT0008393           | Mt Forest & District Chamber o | 2025-05-27         | \$2,500.00    |
| EFT0008394           |                                | 2025-05-27         | \$46.15       |
| EFT0008395           |                                | 2025-05-27         | \$98.00       |
| EFT0008396           | Ont Mun Employee Retirement    | 2025-05-27         | \$70,185.26   |
| EFT0008397           |                                | 2025-05-27         | \$41.00       |
| EFT0008398           |                                | 2025-05-27         | \$80.49       |
| EFT0008399           |                                | 2025-05-27         | \$165.24      |
| EFT0008400           |                                | 2025-05-27         | \$101.00      |
| EFT0008401           |                                | 2025-05-27         | \$41.00       |
| EFT0008402           |                                | 2025-05-27         | \$80.49       |
| EFT0008403           | Wellington North Power         | 2025-05-27         | \$71,169.68   |
| EFT0008404           |                                | 2025-05-27         | \$105.28      |
| 81693                |                                | 2025-06-06         | \$203.37      |
| 81694                | Arthur Area Curling Club       | 2025-06-06         | \$565.00      |
| 81695                | Bannister Construction         | 2025-06-06         | \$3,051.00    |
| 81696                |                                | 2025-06-06         | \$41.00       |
| 81697                | Broadline Sanitation           | 2025-06-06         | \$367.25      |
| 81698                | Cancer Patient Services Corpor | 2025-06-06         | \$7,859.83    |

| <u>Cheque Number</u> | <u>Vendor Cheque Name</u>      | <u>Cheque Date</u> | <u>Amount</u> |
|----------------------|--------------------------------|--------------------|---------------|
| 81699                | Canadian Tire #066             | 2025-06-06         | \$2,259.99    |
| 81700                | Chalmers Fuels Inc             | 2025-06-06         | \$52.78       |
| 81701                | CMHA Waterloo Wellington       | 2025-06-06         | \$3,606.47    |
| 81702                | CPER Outreach Program          | 2025-06-06         | \$3,538.48    |
| 81703                | Eckhardts Floral Design        | 2025-06-06         | \$271.20      |
| 81704                | Eidt`s BMR Express Hardware    | 2025-06-06         | \$522.13      |
| 81705                | Filion Wakely Thorup Angeletti | 2025-06-06         | \$699.19      |
| 81706                | Greg Pfaff Services            | 2025-06-06         | \$8,418.50    |
| 81707                | Hydro One Networks Inc.        | 2025-06-06         | \$585.86      |
| 81708                | Kronos Canadian Systems Inc.   | 2025-06-06         | \$1,328.83    |
| 81709                | Moore`s Mini Excavation Ltd    | 2025-06-06         | \$4,425.70    |
| 81710                | New Growth Family Centre Inc.  | 2025-06-06         | \$3,325.65    |
| 81711                | Owen Sound Vault Works Ltd     | 2025-06-06         | \$17,938.75   |
| 81712                | RSM Building Consultants Inc.  | 2025-06-06         | \$3,257.50    |
| 81713                | Staples Professional           | 2025-06-06         | \$1,103.39    |
| 81714                | Telizon Inc.                   | 2025-06-06         | \$851.45      |
| 81715                | The Information Professionals  | 2025-06-06         | \$474.60      |
| 81716                | Twp of Wellington North        | 2025-06-06         | \$110.18      |
| 81717                | Enbridge Gas Inc.              | 2025-06-06         | \$368.57      |
| EFT0008405           | Abell Pest Control Inc         | 2025-06-06         | \$275.45      |
| EFT0008406           | Agrisan SC Pharma              | 2025-06-06         | \$12,461.04   |
| EFT0008407           | Arthur Home Hardware Building  | 2025-06-06         | \$546.82      |
| EFT0008408           | Barclay Wholesale              | 2025-06-06         | \$355.95      |
| EFT0008409           | B M Ross and Associates        | 2025-06-06         | \$3,298.81    |
| EFT0008410           | Broadline Equipment Rental Ltd | 2025-06-06         | \$3,160.04    |
| EFT0008411           | Canada's Finest Coffee         | 2025-06-06         | \$85.00       |
| EFT0008412           | CARQUEST Arthur Inc.           | 2025-06-06         | \$50.75       |
| EFT0008413           | Carson Supply                  | 2025-06-06         | \$3,600.33    |
| EFT0008414           | Cedar Signs                    | 2025-06-06         | \$4,989.35    |
| EFT0008415           | Cimco Refrigeration            | 2025-06-06         | \$11,376.56   |
| EFT0008416           | Coffey Plumbing, Div. of KTS P | 2025-06-06         | \$1,151.57    |
| EFT0008417           | County of Wellington           | 2025-06-06         | \$136.73      |
| EFT0008418           | Da-Lee Dust Control            | 2025-06-06         | \$51,848.03   |
| EFT0008419           | Eramosa Engineering Inc.       | 2025-06-06         | \$2,326.03    |
| EFT0008420           | J.A. Porter Holdings (Lucknow) | 2025-06-06         | \$819.25      |
| EFT0008421           | J J McLellan & Son             | 2025-06-06         | \$7,571.00    |
| EFT0008422           | Maple Lane Farm Service Inc.   | 2025-06-06         | \$855.57      |
| EFT0008423           | Marcc Apparel Company          | 2025-06-06         | \$179.08      |
| EFT0008424           | Mt Forest & District Chamber o | 2025-06-06         | \$2,728.72    |
| EFT0008425           |                                | 2025-06-06         | \$1,648.11    |
| EFT0008426           | Midwest Co-operative Services  | 2025-06-06         | \$3,151.63    |
| EFT0008427           | Officer's Auto Care Inc.       | 2025-06-06         | \$559.62      |
| EFT0008428           | Ontario One Call               | 2025-06-06         | \$177.43      |
| EFT0008429           | Print One                      | 2025-06-06         | \$3,435.20    |
| EFT0008430           | Purolator Inc.                 | 2025-06-06         | \$96.56       |
| EFT0008431           | R&R Pet Paradise               | 2025-06-06         | \$3,729.00    |
| EFT0008432           | RESQTECH Systems Inc           | 2025-06-06         | \$2,962.86    |
| EFT0008433           | Risolv IT Solutions Ltd        | 2025-06-06         | \$12,906.60   |
| EFT0008434           | ROBERTS FARM EQUIPMENT         | 2025-06-06         | \$190.26      |
| EFT0008435           | Rural Routes Pest Control Inc. | 2025-06-06         | \$102.92      |

| <u>Cheque Number</u> | <u>Vendor Cheque Name</u>      | <u>Cheque Date</u> | <u>Amount</u> |
|----------------------|--------------------------------|--------------------|---------------|
| EFT0008436           | Saugeen Community Radio Inc.   | 2025-06-06         | \$1,383.12    |
| EFT0008437           | Shred All Ltd.                 | 2025-06-06         | \$220.35      |
| EFT0008438           | Stephen Hale                   | 2025-06-06         | \$1,909.70    |
| EFT0008439           | Suncor Energy Inc.             | 2025-06-06         | \$8,642.06    |
| EFT0008440           | Symposium Technologies Inc.    | 2025-06-06         | \$1,785.40    |
| EFT0008441           | Teviotdale Truck Service & Rep | 2025-06-06         | \$1,017.00    |
| EFT0008442           | T. Harris Environmental Manage | 2025-06-06         | \$3,040.50    |
| EFT0008443           | Triton Engineering Services    | 2025-06-06         | \$2,103.14    |
| EFT0008444           | Wellington Advertiser          | 2025-06-06         | \$296.63      |
| EFT0008445           | Well Initiatives Limited       | 2025-06-06         | \$69,201.88   |
| EFT0008446           | Wellington North Machine/10000 | 2025-06-06         | \$101.70      |
| EFT0008447           | Work Equipment Ltd.            | 2025-06-06         | \$255,380.00  |
| EFT0008448           | Young's Home Hardware Bldg Cen | 2025-06-06         | \$802.18      |
| 81718                | Arthur Optimist Club           | 2025-06-13         | \$3,000.00    |
| 81719                |                                | 2025-06-13         | \$1,900.00    |
| 81720                | Bell Canada                    | 2025-06-13         | \$51.28       |
| 81721                | BELLAMY CONTRACTING SERVICES L | 2025-06-13         | \$322.05      |
| 81722                | Bell Mobility                  | 2025-06-13         | \$719.82      |
| 81723                | Benchmark Carpentry and Genera | 2025-06-13         | \$1,900.00    |
| 81724                |                                | 2025-06-13         | \$219.86      |
| 81725                | Biz Bull                       | 2025-06-13         | \$339.00      |
| 81726                | Canadian Tire #066             | 2025-06-13         | \$143.48      |
| 81727                | Cedar Creek Tools Ltd          | 2025-06-13         | \$2,778.05    |
| 81728                | COS Consulting Ltd.            | 2025-06-13         | \$2,462.61    |
| 81729                | Cotton's Auto Care Centre      | 2025-06-13         | \$84.75       |
| 81730                | County of Wellington Social Se | 2025-06-13         | \$250.00      |
| 81731                | Eastlink                       | 2025-06-13         | \$536.75      |
| 81732                | Eidt` s BMR Express Hardware   | 2025-06-13         | \$1,223.39    |
| 81733                |                                | 2025-06-13         | \$70,023.43   |
| 81734                | Finance Minister               | 2025-06-13         | \$25.00       |
| 81735                | Finch Chevrolet Cadillac Buick | 2025-06-13         | \$66,089.43   |
| 81736                |                                | 2025-06-13         | \$441.53      |
| 81737                |                                | 2025-06-13         | \$172.87      |
| 81738                | Grand Quarry Ltd.              | 2025-06-13         | \$27,806.08   |
| 81739                |                                | 2025-06-13         | \$100.00      |
| 81740                | Horrigan Overhead Doors 2019   | 2025-06-13         | \$254.25      |
| 81741                | Human Response Monitoring Cent | 2025-06-13         | \$949.20      |
| 81742                | Hydro One Networks Inc.        | 2025-06-13         | \$966.40      |
| 81743                | Innovative Digital             | 2025-06-13         | \$20,086.35   |
| 81744                | KLAAS SWAVING LTD.             | 2025-06-13         | \$1,265.60    |
| 81745                |                                | 2025-06-13         | \$2,240.00    |
| 81746                | Marmo Waste Services           | 2025-06-13         | \$243.23      |
| 81747                | Mount Forest Foodland          | 2025-06-13         | \$8.38        |
| 81748                |                                | 2025-06-13         | \$350.00      |
| 81749                | Royal Bank Visa                | 2025-06-13         | \$12,548.78   |
| 81750                | Sauder Transport Ltd.          | 2025-06-13         | \$588.42      |
| 81751                | Staples Professional           | 2025-06-13         | \$541.58      |
| 81752                | Tiesma Industrial Coverings In | 2025-06-13         | \$1,243.00    |
| 81753                | Tom Shupe Plumbing & Heating   | 2025-06-13         | \$113.00      |
| 81754                | Twp of Wellington North        | 2025-06-13         | \$186.45      |

| <u>Cheque Number</u>     | <u>Vendor Cheque Name</u>      | <u>Cheque Date</u> | <u>Amount</u>  |
|--------------------------|--------------------------------|--------------------|----------------|
| 81755                    | Enbridge Gas Inc.              | 2025-06-13         | \$2,699.40     |
| 81756                    | Waste Management               | 2025-06-13         | \$1,258.88     |
| 81757                    | WWRAC                          | 2025-06-13         | \$40.00        |
| EFT0008449               | Abell Pest Control Inc         | 2025-06-13         | \$131.08       |
| EFT0008450               | Aces Heavy Towing              | 2025-06-13         | \$678.00       |
| EFT0008451               | Agrisan SC Pharma              | 2025-06-13         | \$10,222.69    |
| EFT0008452               | ALS Canada Ltd.                | 2025-06-13         | \$587.60       |
| EFT0008453               | ARTHUR BIA                     | 2025-06-13         | \$19,250.00    |
| EFT0008454               | Arthur Home Hardware Building  | 2025-06-13         | \$308.93       |
| EFT0008455               | Belwood Electric               | 2025-06-13         | \$3,261.06     |
| EFT0008456               | B M Ross and Associates        | 2025-06-13         | \$3,638.94     |
| EFT0008457               | Broadline Equipment Rental Ltd | 2025-06-13         | \$164.05       |
| EFT0008458               | Canada's Finest Coffee         | 2025-06-13         | \$186.35       |
| EFT0008459               | CARQUEST Arthur Inc.           | 2025-06-13         | \$304.55       |
| EFT0008460               | Carson Supply                  | 2025-06-13         | \$933.15       |
| EFT0008461               | Clark Bros Contracting         | 2025-06-13         | \$13,398.99    |
| EFT0008462               | ClearTech Industries Inc.      | 2025-06-13         | \$795.96       |
| EFT0008463               | CMT Engineering Inc.           | 2025-06-13         | \$36,124.70    |
| EFT0008464               | Coffey Plumbing, Div. of KTS P | 2025-06-13         | \$113.00       |
| EFT0008465               | Cordes Enterprise              | 2025-06-13         | \$745.97       |
| EFT0008466               | Steve Cudney                   | 2025-06-13         | \$150.00       |
| EFT0008467               | Da-Lee Dust Control            | 2025-06-13         | \$111,896.14   |
| EFT0008468               | Darroch Plumbing Ltd.          | 2025-06-13         | \$217.24       |
| EFT0008469               | Decker's Tire Service          | 2025-06-13         | \$192.10       |
| EFT0008470               | Duncan, Linton LLP, Lawyers    | 2025-06-13         | \$985.11       |
| EFT0008471               | Eric Cox Sanitation LTD.       | 2025-06-13         | \$999.44       |
| EFT0008472               | Excel Business Systems         | 2025-06-13         | \$976.85       |
| EFT0008473               | FOXTON FUELS LIMITED           | 2025-06-13         | \$49.62        |
| EFT0008474               | Grand River Conservation Auth  | 2025-06-13         | \$20,223.00    |
| EFT0008475               | Ideal Supply Inc.              | 2025-06-13         | \$44.81        |
| EFT0008476               | J J McLellan & Son             | 2025-06-13         | \$7.68         |
| EFT0008477               | Lange Bros.(Tavistock) Ltd     | 2025-06-13         | \$12,712.50    |
| EFT0008478               | Marcc Apparel Company          | 2025-06-13         | \$240.33       |
| EFT0008479               |                                | 2025-06-13         | \$754.61       |
| EFT0008480               | Mt Forest Business Improvement | 2025-06-13         | \$29,638.90    |
| EFT0008481               | Midwest Co-operative Services  | 2025-06-13         | \$160.53       |
| EFT0008482               | Ont Clean Water Agency         | 2025-06-13         | \$31,585.02    |
| EFT0008483               | ReeveScapes                    | 2025-06-13         | \$2,870.20     |
| EFT0008484               | Risolv IT Solutions Ltd        | 2025-06-13         | \$2,179.77     |
| EFT0008485               | ROBERTS FARM EQUIPMENT         | 2025-06-13         | \$76.05        |
| EFT0008486               | SGS Canada Inc.                | 2025-06-13         | \$2,295.63     |
| EFT0008487               |                                | 2025-06-13         | \$225.00       |
| EFT0008488               | Suncor Energy Inc.             | 2025-06-13         | \$11,339.64    |
| EFT0008489               | T&T Power Group                | 2025-06-13         | \$419.52       |
| EFT0008490               | Teviotdale Truck Service & Rep | 2025-06-13         | \$1,636.98     |
| EFT0008491               |                                | 2025-06-13         | \$164.89       |
| EFT0008492               | Wellington Advertiser          | 2025-06-13         | \$681.94       |
| EFT0008493               | Young's Home Hardware Bldg Cen | 2025-06-13         | \$678.09       |
| Total Amount of Cheques: |                                |                    | \$1,909,669.37 |



## TOWNSHIP OF WELLINGTON NORTH

TO: Mayor and Council

DATE: 2025-06-23

MEETING TYPE: Open

SUBMITTED BY: Jeremiah Idialu, Treasurer/Director of Finance

REPORT #: TR 2025-004

REPORT TITLE: Tile Drain Loan Small – 9168 Highway 6

### RECOMMENDED MOTION

THAT the Council of the Corporation of the Township of Wellington North receive Report TR 2025-004 Tile Drain Loan Small – 9168 Highway 6;

AND THAT Council approve the requested tile drain loan in the amount of \$50,000.00 for a term of ten years at 6%;

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

### PREVIOUS REPORTS/BY-LAWS/RESOLUTIONS

N/A

### BACKGROUND

Mr. Small has requested a tile drain loan in the amount of \$50,000.00 for a term of ten years at the approved provincial interest rate of 6%.

### ANALYSIS

The Tile Drainage Act provides the authority for municipalities to enter into these loans.

### CONSULTATION

Ministry of Agriculture, Food and Rural Affairs

### FINANCIAL CONSIDERATIONS

The principal and interest will be fully paid by the applicant.

### ATTACHMENTS

Schedule 'A' – Application

## STRATEGIC PLAN 2024

- ☐ Shape and support sustainable growth
- ☐ 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 ☒



Ministry of Agriculture,  
Food and Rural Affairs

## Application for Tile Loan – Form 6

Tile Drainage Act, R.S.O. 1990, c. T.8, s. 3

To the council of the Township \_\_\_\_\_ of Wellington North

### Property Ownership

If property is owned in partnership, all partners must be listed. If property is owned by a corporation, list the corporation's name and the name and corporate position of the authorized officer. Only the owner(s) of the property may apply for the loan.

Ownership Type Sole Ownership

### Applicant Mailing Address and Primary Contact Information

|                          |                             |                     |                          |                     |
|--------------------------|-----------------------------|---------------------|--------------------------|---------------------|
| Last Name<br>Small       |                             | First Name<br>Derek |                          | Middle Initial<br>R |
| Unit Number              | Street/Road Number          | Street/Road Name    |                          | PO Box              |
| City/Town<br>Burlington  |                             | Province<br>Ontario |                          | Postal Code         |
| Telephone Number<br>ext. | Cellphone Number (optional) |                     | Email Address (optional) |                     |

### Location of Land to be Drained

|  |                    |  |                        |
|--|--------------------|--|------------------------|
| Lot or Part Lot<br>n 1/2 20                  | Concession<br>wosr | Geographic Township<br>arthur township |                        |
| Parcel Roll Number<br>2349-00-010-03500-0000 |                    |  |                        |
| Civic Address                                |                    |  |                        |
| Unit Number                                  | Street/Road Number | Street/Road Name                       | PO Box                 |
|  | 9168               | Hwy 6                                  |                        |
| City/Town<br>Kenilworth                      |                    | Province<br>ontario                    | Postal Code<br>N0G 2E0 |

### Description of Drainage System

Please attach a sketch of the location of the land you are planning to drain.

A mapping tool is available at: [www.ontario.ca/drainage](http://www.ontario.ca/drainage)

|                                     |  |
|-------------------------------------|--|
| Approximate Length of Pipe Material | Area to be Drained                             |
| ft/m<br>100,000 Feet                | acre/ha<br>51.5 Acres                          |
| Proposed Outlet<br>municipal ditch  | Anticipated Date of Commencement<br>05/19/2025 |
|                                     | Anticipated Date of Completion<br>05/28/2025   |

### Estimated Total Cost of Drainage System

|                   |                    |
|-------------------|--------------------|
| Material          | \$48,763.00        |
| Installation      | \$49,986.00        |
| Inspection Fee    |                    |
| Other             |                    |
| <b>Total Cost</b> | <b>\$98,749.00</b> |

|                           |             |   |
|---------------------------|-------------|---|
| Amount of Loan Requested* | \$50,000.00 | * Must be a multiple of \$100 not exceeding 75% of total cost of drainage work. |
|---------------------------|-------------|---|

**Terms of Agreement**

In making this application for a loan, I understand and agree to the following:

- a) The granting of the loan is conditional upon all work being conducted in accordance with the *Agricultural Tile Drainage Installation Act*;
- b) The approval or refusal of the application is at the discretion of council whose decision is final;
- c) I will be advised in writing of council's decision regarding the application;
- d) Should the loan application be approved, an inspector of drainage will complete an Inspection and Completion Certificate and submit it to council;
- e) Council shall levy and collect for the term of ten years, over and above all other rates upon the land in respect of which the loan is made, a special equal annual rate sufficient to discharge the principal and interest of the loan;
- f) The *Tile Drainage Act* sets out procedural matters which pertain to this application for a loan; and
- g) The sum of all loans issued to me, as an individual, or in my role in a partnership or corporation in this and any other municipality does not exceed \$50,000 for the period of April 1st to March 31st.

Signature of Owner(s)/Primary Contact

Date (yyyy/mm/dd)

2025/04/30

Signature of Owner(s)/Primary Contact

Date (yyyy/mm/dd)

**Notice of Collection of Personal Information**

Any personal information collected on this form is collected under the authority of the *Tile Drainage Act*, R.S.O. 1990, c. T.8 and will be used for the purposes of administering the Act. Questions concerning the collection of personal information should be directed to:

where the form is addressed to a municipality (*municipality to complete*)

and where the form is addressed to a territory without municipal organization, the Drainage Coordinator, Ministry of Agriculture, Food and Rural Affairs, 1 Stone Rd W, Guelph ON N1G 4Y2, 519 826-3552.

DEREK SMALL



Legend

This map should not be relied on as a precise indicator of routes or locations, nor as a guide to navigation. The Ontario Ministry of Agriculture, Food and Agribusiness (OMAFRA) shall not be liable in any way for the use or any information on this map, of, or reliance upon, this map.



## TOWNSHIP OF WELLINGTON NORTH

TO: Mayor and Council

DATE: 2025-06-23

MEETING TYPE: Open

SUBMITTED BY: Darren Jones, Chief Building Official

REPORT #: CBO 2025-009

REPORT TITLE: Building Permit Review May 2025

### RECOMMENDED MOTION

THAT the Council of the Corporation of the Township of Wellington North receive for information Report CBO 2025-009 being the Building Permit Review for the month of May 2025.

### PREVIOUS REPORTS/BY-LAWS/RESOLUTIONS

- CBO 2025-008 Building Permit Review for the month of April 2025

### BACKGROUND

| PROJECT DESCRIPTION | PERMITS ISSUED | CONSTRUCTION VALUE | PERMIT FEES | RESIDENTIAL UNITS CREATED |
|---------------------|----------------|--------------------|-------------|---------------------------|
|---------------------|----------------|--------------------|-------------|---------------------------|

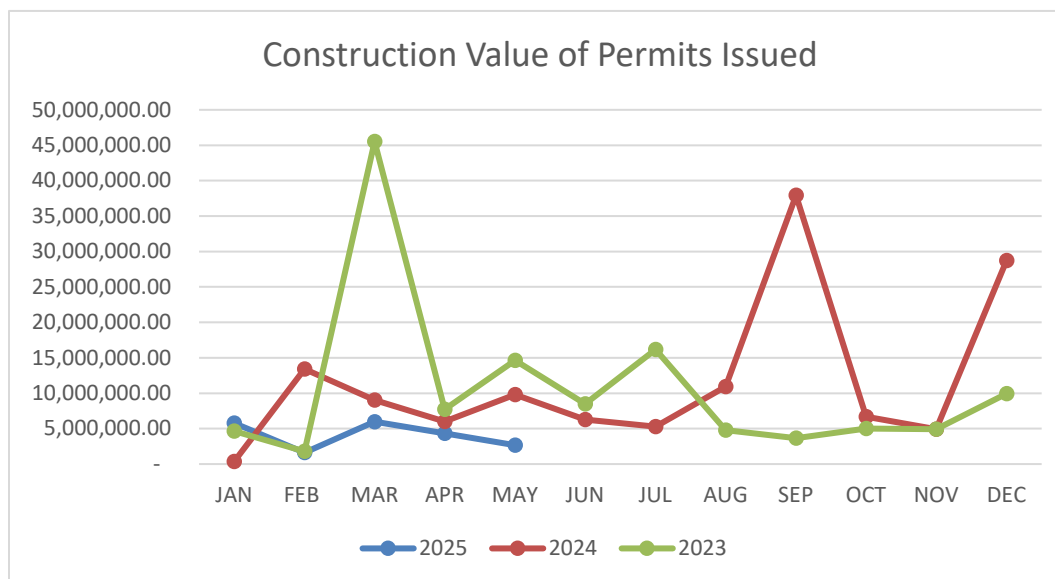
|                      |   |              |           |   |
|----------------------|---|--------------|-----------|---|
| Residential Building | 3 | 2,250,000.00 | 17,100.00 | 7 |
| Accessory Structures | 3 | 88,000.00    | 3,136.40  | 0 |
| Pool Enclosures      | 3 | 40,600.00    | 690.00    | 0 |

|               |   |            |          |   |
|---------------|---|------------|----------|---|
| Assembly      | 1 | 925.00     | 230.00   | 0 |
| Institutional | 1 | 10,000.00  | 360.00   | 0 |
| Commercial    | 1 | 48,000.00  | 638.00   | 0 |
| Industrial    | 0 | 0.00       | 0.00     | 0 |
| Agricultural  | 3 | 220,000.00 | 3,431.15 | 0 |
| Sewage System | 1 | 4,000.00   | 620.00   | 0 |
| Demolition    | 1 | 1,000.00   | 230.00   | 0 |

|                    |     |               |            |    |
|--------------------|-----|---------------|------------|----|
| Monthly Total      | 17  | 2,662,525.00  | 26,435.55  | 7  |
| Total Year to Date | 105 | 20,364,825.00 | 190,986.46 | 15 |

|                            |     |               |            |    |
|----------------------------|-----|---------------|------------|----|
| 12 Month Average           | 23  | 10,089,964.83 | 55,161.77  | 10 |
| 10 Year Monthly Avg.       | 33  | 7,641,846.50  | 57,510.10  | 8  |
| 10 Year, Year to Date Avg. | 114 | 30,482,804.00 | 211,256.15 | 38 |

## 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 ☒



## TOWNSHIP OF WELLINGTON NORTH

TO: Mayor and Council

DATE: 2025-06-23

MEETING TYPE: Open

SUBMITTED BY: Darren Jones, Chief Building Official

REPORT #: CBO 2025-010

REPORT TITLE: Lease Agreement Arthur Food Bank (146 George St)

### RECOMMENDED MOTION

THAT the Council of the Corporation of the Township of Wellington North receive Report CBO 2025-010 being a report on Lease Agreement with the Arthur Food Bank (146 George St).

AND THAT the Council of the Township of Wellington North authorize the Mayor and Clerk to enter into a lease agreement with the Arthur Food Bank.

### PREVIOUS REPORTS/BY-LAWS/RESOLUTIONS

- CBO 2025-004 RFT 2025-019 Arthur Municipal Office Renovation
- 2025 Capital Budget
- CBO 2023-014 Municipal Facility Update

### BACKGROUND

The Arthur Food Bank has been a longtime tenant of the Township, occupying a portion of the main floor and basement of the former Arthur Municipal located at 146 George St.

### ANALYSIS

The Arthur Food Bank vacated the building as of May 1, 2025, to facilitate the building renovation that is scheduled to be completed by October 1, 2025. The proposed renovation accommodates the Food Banks return and includes barrier free upgrades, safe building access and a dumbwaiter.

### CONSULTATION

None.

**FINANCIAL CONSIDERATIONS**

Financial considerations are contained within the draft lease agreement.

**ATTACHMENTS**

Lease agreement is included as By-law 037-2025 in this agenda.

**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 ☒



## TOWNSHIP OF WELLINGTON NORTH

TO: Mayor and Council  
 DATE: 2025-06-23  
 MEETING TYPE: Open  
 SUBMITTED BY: Tammy Pringle, Development Clerk  
 REPORT #: DEV 2025-011  
 REPORT TITLE: Site Plan Agreement – Highland Farm Service Inc. (Maple Lane Farm Service Inc), 9724 Highway 6

### RECOMMENDED MOTION

THAT the Council of the Corporation of the Township of Wellington North receive Report DEV 2025-011 regarding the final approval of the Highland Farm Service Inc. Site Plan Control Agreement for the new Maple Lane Farm Service Inc. location.

### PREVIOUS REPORTS/BY-LAWS/RESOLUTIONS

- Zoning By-law Amendment 020-2024 dated March 11, 2024
- DEV 2024-004 Consent B100-23 Gwen & Donald Cormack (Lot Line Adjustment) (January 15, 2024)
  - Resolution in Support: 2024-010

### BACKGROUND

#### **Subject Lands**

The property is at the northwest quadrant of the Township at 9724 Highway 6 on the corner of Sideroad 3 W and Highway 6. The previous owners of the property applied for a lot line adjustment on the property in 2023. The retained parcel is 19.8 hectares with 296m frontage, existing agricultural use for proposed agricultural commercial use.

The severance received initial approval by the County of Wellington Planning and Land Division Committee on February 14th, 2024, followed by a Notice of No Appeals March 6, 2025. The Township of Wellington North conditions were cleared on August 29, 2024.

#### **The Proposal**

The Owner has applied for Site Plan Approval from the Township to construct a new 117,386 sq ft (10,905.55 sq m) farm equipment dealership and repair shop with outdoor display area. This project will include site design, grading, servicing and stormwater management.

## Existing Policy Framework

The subject lands are designated AC-123 Agricultural Commercial Exception, Agricultural and Natural Environment Zones, in the Township of Wellington North Zoning By-Law 66-01 with Prime Agricultural and Core Greenlands designations in the County of Wellington Official Plan.

## ANALYSIS

This application has been reviewed in accordance with the *Planning Act, R.S.O. 1990*. The applicant has satisfied staff that this project will be constructed in a manner that is consistent with municipal standards and best practices. A copy of the draft agreement is attached.

The executed site plan agreement will be registered.

## CONSULTATION

Staff have consulted with the Building, Planning & Development, Infrastructure Services and Fire Services Departments in the Township as well as the County of Wellington, Planning and Development Department and K. Smart Associates Limited, on its behalf.

## FINANCIAL CONSIDERATIONS

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

## ATTACHMENTS

DEV 2025-011 **APPENDIX A** – Location Map

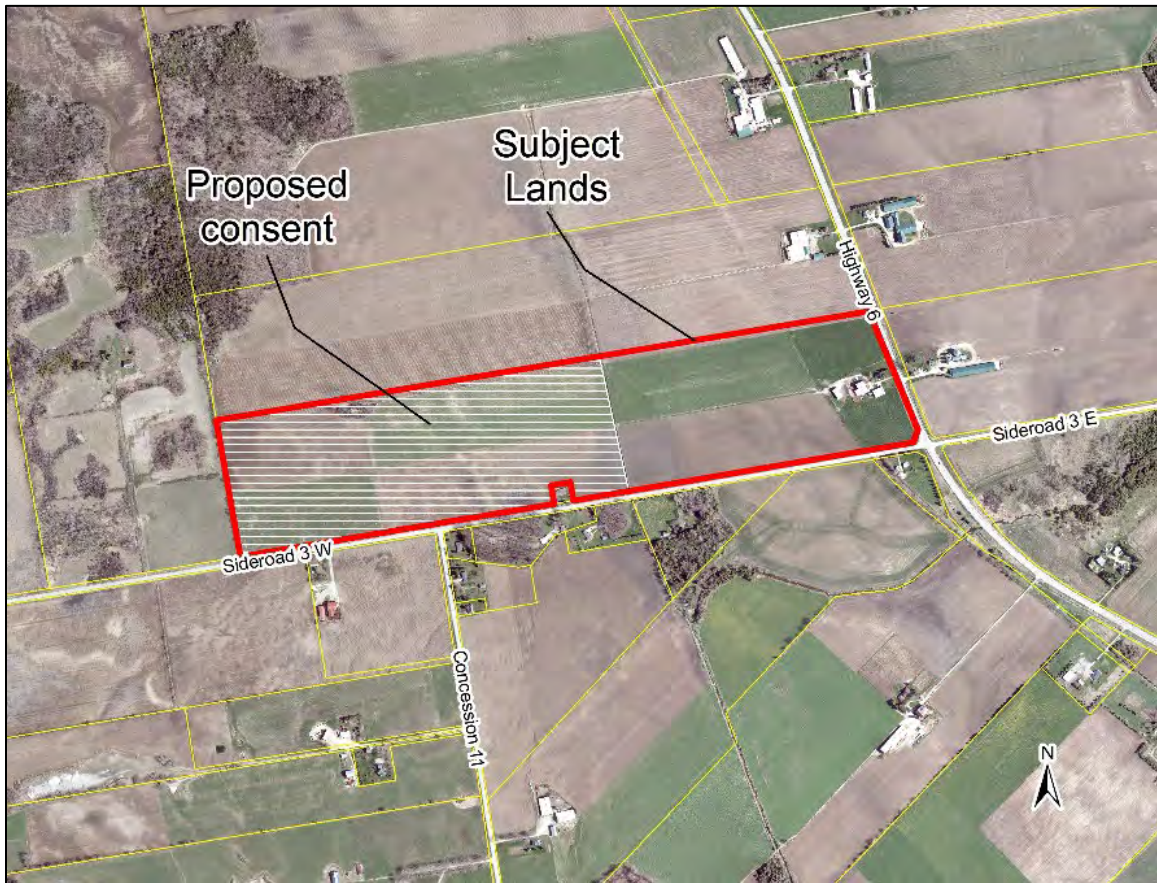
DEV 2025-011 **APPENDIX B** – Site Plan Showing Location of Building

DEV 2025-011 **APPENDIX C** – DRAFT Site Plan Control Agreement

## STRATEGIC PLAN 2024

- ☒ Shape and support sustainable growth  
How: Supporting growth and increased services for local communities.

Approved by: Brooke Lambert, Chief Administrative Officer ☒





**SITE PLAN CONTROL AGREEMENT**

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2025.

BETWEEN:

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

-and-

**HIGHLAND FARM SERVICE INC.**  
(hereinafter collectively called the "Owner")  
OF THE SECOND PART

WHEREAS the Owner is the registered owner of the lands described as

PT LT 6 CON WOSR DIVISION 3 ARTHUR TOWNSHIP; PT LT 6 CON WOSR  
DIVISION 4 ARTHUR TOWNSHIP PARTS 1, 2 & 3, 60R2342 & PT 4, 61R8418;  
WELLINGTON NORTH

PIN: 71053-0235 (LT)

LRO #61

(hereinafter called the "Lands")

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

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

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

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

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

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

1. Plans showing the location of all buildings and structures to be erected on the Lands and showing the location of all facilities and works to be provided in conjunction therewith including, without limitation, all facilities and works required under Section 3 below (the "Plans").
2. The Owner covenants and agrees to construct all buildings, structures, facilities and works in accordance with the Plans.

3. The Owner agrees that the building or buildings shall be erected and the project shall be completed in accordance with the Plans and all applicable laws, including without limitation, site, elevation, landscape-buffering and layout plans as approved by the Township, subject only to such changes as are approved, in writing, by the Township. The Township reserves the right to waive or rescind any term or condition contained in this Agreement provided that such condition is waived or rescinded by Resolution of Council.
4. The Owner agrees that there shall be no outside storage on the Lands other than as provided in Paragraph Section 3 of this Agreement.
5. The Owner agrees that all surface and roof drainage will be controlled on the Lands and taken to an outlet with catch basins, where necessary, in a manner approved by the Township and/or The Corporation of the County of Wellington (the "County").
6. The Owner agrees and acknowledges that they are responsible for snow removal from the parking lot area of the Lands. During completion of the Works, snow will be removed in a manner consistent with current practices on the Lands. Surplus snow outside of the snow storage areas that are shown on the approved Plans shall be removed off-site to a location that has been arranged by the Owner and at the sole expense of the Owner.
7. The provisions set out in Schedule "B" to this Agreement are site specific requirements that relate to the Lands and, to the extent that there is any inconsistency or conflict between the two sets of provisions, the terms of Schedule "B" shall prevail.
8. The Owner agrees to dedicate to the Township, free and clear of all encumbrances, all easements and lands required by the Township for the construction, maintenance and improvement of any existing or newly required watercourses, ditches, land drainage works and sanitary sewage facilities on the Lands and, on request by the Township, to deliver the properly executed documents in registrable form to the Township in order to complete the dedication to the Township and to pay all costs incurred by the Township in respect to the aforementioned dedications.
9. The Owner shall, where required by Township and/or County resolution, dedicate to the Township and/or to the County widening of highways that abut on the Lands at no cost to the Township and/or County, free and clear of all encumbrances.
10. The Owner hereby releases and indemnifies the Township, the Township's consulting engineer, and, where applicable, the County, its servants, consultants, agents and contractors from any and all liability and associated costs, claims or demands in respect of the proper maintenance and operation of the matters and facilities required by virtue of this Agreement.
11. In the event works are to be performed by the Owner, its servants or its agents on lands owned by or to be conveyed to the Township (the "Offsite Works"), the Owner shall:
  - a) The Owner shall obtain and maintain in full force and effect a policy of comprehensive general liability insurance, completed operations insurance, and automobile liability insurance, providing coverage for a limit of not less than FIVE MILLION DOLLARS (\$5,000,000.00) for each occurrence of a claim of bodily injury (including personal injury), death or property damage, including loss of use thereof, that may arise directly or indirectly out of the acts or omissions of the Owner. Such policy or policies shall be issued in the joint names of the Owner, with the Township and the Township's consulting engineer as additional insured, and the form and content shall be subject to the approval of the Township. The policy shall

be in effect for the period described in 11(e) of this agreement. The issuance of such policy or policies of insurance shall not be construed as relieving the Owner from responsibility for other or larger claims, if any, for which it may be held responsible. A Certificate of Insurance shall be provided prior to the start of construction and on an annual basis. The policy shall specify that it cannot be altered, cancelled, or allowed to lapse unless prior notice by registered mail has been received thirty (30) days in advance by the Township.

- b) It is also understood and agreed that in the event of a claim any deductible or self-insured retention under these policies of insurance shall be the sole responsibility of the Developer and that this coverage shall preclude subrogation claims against the Township and will be primary insurance in response to claims.
- c) The Township's claims process for Third Party claims is to refer the claimant, including lien claimants, directly to the Developer and to leave the resolution of the claim with the Contractor. This applies regardless of whether or not it is an insured loss.
- d) The Owner shall, upon the earlier of (a) commencing any works on the relevant lands, or (b) applying for a building permit, supply the Township with cash or a letter of credit (the "Offsite Works Security Deposit") in form satisfactory to the Chief Building Official ("CBO") and in an amount satisfactory to the chief Building Official, sufficiently guaranteeing the satisfactory completion of the offsite works on Township property described in or contemplated by this Agreement and further guaranteeing the workmanship and materials and the repair of all damage to works or facilities required by this Agreement for a minimum period of two (2) years from the date of certification of substantial completion, and receive written approval from the Township Engineer. The Security must further guarantee payment to the Township of all inspection or other costs that the Township may incur as a result of this Agreement. When the work is completed to the satisfaction of the Township Engineer and all Works have been certified by the Owner's Engineer, the Security may be reduced to an amount equal to ten (10%) per cent of the original amount determined by the Township Engineer for each phase and shall not be further reduced until the Township Engineer has approved the works at the end of the said minimum two (2) years period. No interest shall be payable on any such security deposit. The Township will not be required to provide final acceptance during the winter months or any other time of year when inspection of the Works and services is impractical due to snow cover or other adverse conditions.
- e) The Owner shall employ engineers registered with Professional Engineers Ontario and approved by the Township to provide the field layout, the contract administration, necessary contract(s) and full-time supervision inspection of construction. The Owner's Engineer shall provide certification that the installation of services was in conformance with said plans, documents and specifications, such certification to be in a form acceptable to the Township Engineer.
- f) Hereby acknowledges and agrees that should there be a deficiency in or failure to carry out any work or matter required by any clause of this Agreement, whether or not such work or matter is specifically secured by way of letter of credit, and the Owner fails to comply, within thirty (30) days written notice, with a direction to carry out such work or matter, the Township may draw on the letter of credit and complete all outstanding works or matters, and pay all costs and expenses incurred thereby from the proceeds so drawn.

- g) Hereby acknowledges and agrees that the Township reserves the right to draw on and use the letter of credit to complete any work or matter required to be done by the Owner pursuant to this Agreement. The Owner further acknowledges and agrees that, notwithstanding subsection 11(e) to this Agreement, in the event that the Township determines that any reduction in the letter of credit will create a shortfall with respect to securing the completion of any work or matter remaining to be carried out by the Owner pursuant to this Agreement, the Township will not be obligated to reduce the letter of credit until such time as such work is completed to the satisfaction of the Township or the Township has sufficient security to ensure that such work will be completed.
- 12. In the event works are to be performed by the Owner, its servants or its agents on lands other than lands owned by the Township (the "Onsite Works") the Owner shall:
  - a) Provide the Township with, upon the earlier of (a) commencing any Onsite Works on the relevant lands, or (b) applying for a building permit, supply the Township with a letter of credit or other satisfactory security in an amount equal to 50% to a maximum of FIFTY THOUSAND DOLLARS (\$50,000) of the cost of works and facilities relating to onsite servicing, storm drainage, surface treatment of parking areas, landscaping, buffer strips, fencing, grading, curbing and similar physical improvement works (the "Onsite Works Security Deposit"). No interest shall be payable on any such security deposit.
  - b) Complete the said works and facilities within a period of two (2) years from the date of issuance of a building permit, or within two (2) years of the execution of this agreement by the Township if no building permit is required by the development provided for herein, and provide satisfactory proof of completion of the said works including survey, engineering, architectural (including landscape architect where required), or another professional certification, at the Owner's sole expense. When a substantial amount of the work is completed to the satisfaction of the Township, the Security may be reduced to an amount determined by the Township for each phase and shall not be further reduced until the Township has approved the works.
  - c) Upon failure of the Owner to complete the said works and facilities within the said two (2) years period, the Owner acknowledges and agrees that the Township reserves the right to draw on and use the letter of credit to complete any work or matter required to be done by the Owner pursuant to this Agreement. The Owner further acknowledges and agrees that, notwithstanding subsection 12(a) to this Agreement, in the event that the Township determines that any reduction in the letter of credit will create a shortfall with respect to securing the completion of any work or matter remaining to be carried out by the Owner pursuant to this Agreement, the Township will not be obligated to reduce the letter of credit until such time as such work is completed to the satisfaction of the Township or the Township has sufficient security to ensure that such work will be completed.
- 13. The Owner shall grade the Lands and maintain the grading elevations in order to provide for surface drainage which shall be as provided for in the Plans. The Owner shall not use or cause or permit to be used any new construction on the Lands until after an as-built grading survey has been provided by an Ontario Land Surveyor and a professional engineer or architect has given the Township, at the Owner's expense, a letter of compliance for grading and drainage and Storm Water Management and signed by the engineer or architect certifying that all services, structures, works and facilities on or in the Lands which fall within the provisions of Section 41 of the *Planning Act* and are required for this

development by the Plans and this Agreement and not contained within a building, have been installed and completed in a manner satisfactory to the engineer or architect.

14. The Owner covenants and agrees not to permit the Lands to drain otherwise than into a properly installed drainage system with proper catch basins and the grades and drainage facilities shall be so established as to provide roof water onto the internal system and maintain an on-site storm water management system to limit storm run-off from the site to a predevelopment rate of flow and to indemnify and save harmless the Township from any liability for excess run-off as a result of construction or development on the Lands.
15. The Owner covenants and agrees to implement and monitor on-site sediment and erosion control measures, during construction of this development, to the satisfaction of the Township.
16. The Owner is responsible for dust control of all dust resulting from the development, whenever necessary. To eliminate dust, the Owner may be required to apply dust suppressants, covering stockpiles of topsoil with tarps or applying ground cover to the areas that have been stripped and left undeveloped at the direction of the Township.
17. The Township and Owner agree that the Owner may choose to develop the Lands in phases and in accordance with the approved phasing plan, as shown on the approved Plans. In such case, the Owner agrees as follows:
  - a) that the Owner will not apply for, nor will the Township be obligated to issue a building permit for such phase(s) until the provisions of this section have been complied with and the Owner has provided evidence that servicing capacity is available to accommodate the particular development phase, to the satisfaction of the Township;
  - b) that the Owner shall submit to the Township for review and approval proper plans and specifications showing the works and facilities required for site plan approval of each phase;
  - c) that the Owner shall provide to the Township a letter of credit or other satisfactory security in an amount to be determined by the Chief Building Official (the "CBO"), and the provisions of this Agreement shall apply to such security with respect to such phase(s); and
  - d) that the provisions of this Agreement shall apply to all such phases.
18. This Agreement shall be registered against title to the Lands at the Owner's expense. It is understood and agreed that, after this Agreement has been registered against title, it shall not be released by the Township. After all terms and conditions of this Agreement have been complied with to the satisfaction of the Township; the Township, upon request and at the Owner's expense, shall issue a Certificate of Compliance certifying compliance with this Agreement to the date of the Certificate.
19. The Owner hereby grants to the Township, its servants, agents and contractors a license to enter onto the Lands and into structures for the purpose of inspecting the works and the Lands or for any other purpose pursuant to the rights of the Township under this Agreement.
20. The Owner shall obtain from all mortgagees, charges and other persons having an interest in the Lands a postponement of their respective interests to this Agreement in a form satisfactory to the Township and said postponement(s) shall be registered against title to the Lands at the expense of the Owner so that this Agreement shall have priority over all other interests registered against the Lands. The Owner acknowledges and agrees that the site plan approval in

respect of the Lands shall be conditional upon obtaining the above postponement documents and registering them against title to the Lands.

21. The covenants, agreements, conditions and understandings set out herein and in Schedule "B" hereto, which form part of this Agreement, shall run with the Lands and shall enure to the benefit of and be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns, as the case may be.
22. Nothing in this Agreement constitutes a waiver of the Owner's duty to comply with any By-law of the Township or any other law.

DRAFT

THIS AGREEMENT is executed by the Township this \_\_\_\_ day of \_\_\_\_\_, 2025.

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

\_\_\_\_\_  
DARREN JONES – CHIEF BUILDING OFFICIAL  
I have authority to bind the corporation.

THIS AGREEMENT is executed by the owner this \_\_\_\_ day of \_\_\_\_\_, 2025.

**HIGHLAND FARM SERVICE INC.**  
Per:

\_\_\_\_\_  
HARVEY BOWMAN - PRESIDENT  
I have authority to bind the corporation.

DEVELOPER'S MAILING ADDRESS: 9545 Concession 6 N, Mount Forest, ON, N0G 2L0

DEVELOPER'S PHONE NUMBER: 519-323-4289, Ext. 123

DEVELOPER'S EMAIL ADDRESS: harvey@maplelane.ag

**SCHEDULE "A"**

**Approved Plan and Drawings**

| DOCUMENT NUMBER               | DOCUMENT NAME  | REVISION NUMBER | REVISION DATE      | PREPARED BY                        |
|-------------------------------|--|-----------------|--------------------|------------------------------------|
| <b>Architectural Drawings</b> |  |                 |                    |                                    |
| A0.01                         | Cover Sheet  |                 |                    | GB Architect Inc.                  |
| A2.01                         | Main Floor Key Plan                                  |                 |                    | GB Architect Inc.                  |
| A2.02                         | Second Floor Mezzanine Key Plan                      |                 |                    | GB Architect Inc.                  |
| A2.03                         | Roof Plan  |                 |                    | GB Architect Inc.                  |
| A2.04                         | Showroom & Office Callout                            |                 |                    | GB Architect Inc.                  |
| A2.05                         | Harvest Shop Callout                                 |                 |                    | GB Architect Inc.                  |
| A2.06                         | Tractor Shop Callout                                 |                 |                    | GB Architect Inc.                  |
| A2.07                         | Second & Mezzanine Floor Plan                        |                 |                    | GB Architect Inc.                  |
| A2.08                         | Main Floor Ceiling Key Plan                          |                 |                    | GB Architect Inc.                  |
| A2.09                         | Main Floor Ceiling Plans                             |                 |                    | GB Architect Inc.                  |
| A2.10                         | Second Floor Ceiling Key Plan                        |                 |                    | GB Architect Inc.                  |
| A2.11                         | Second Floor Ceiling Plans                           |                 |                    | GB Architect Inc.                  |
| A3.01                         | Elevations   |                 |                    | GB Architect Inc.                  |
| A4.01                         | Sections   |                 |                    | GB Architect Inc.                  |
| A4.02                         | Sections   |                 |                    | GB Architect Inc.                  |
| A4.03                         | Sections   |                 |                    | GB Architect Inc.                  |
| A4.04                         | Sections   |                 |                    | GB Architect Inc.                  |
| A5.01                         | Door & Window Schedules                              |                 |                    | GB Architect Inc.                  |
| <b>Civil Drawings</b>         |  |                 |                    |                                    |
|                               | Cover Page   |                 |                    | B.M. Ross Limited                  |
| EX1                           | Existing Condition & Removals Plan                   |                 |                    | B.M. Ross Limited                  |
| ESC1                          | Erosion & Sediment Control Plan                      |                 |                    | B.M. Ross Limited                  |
| SP1                           | Proposed Site Plan                                   |                 |                    | B.M. Ross Limited                  |
| SG1                           | Grading Plan   |                 |                    | B.M. Ross Limited                  |
| SS1                           | Servicing Plan                                       |                 |                    | B.M. Ross Limited                  |
| SS2                           | Proposed Storm Sewer from MTO Culvert to White Drain |                 |                    | B.M. Ross Limited                  |
| RD1                           | Roadside Ditches Plan and Profiles                   |                 |                    | B.M. Ross Limited                  |
| MISC                          | X-Sections A-A to G-G                                |                 |                    | B.M. Ross Limited                  |
| DET1                          | Details 1  |                 |                    | B.M. Ross Limited                  |
| DET2                          | Details 2  |                 |                    | B.M. Ross Limited                  |
| DET3                          | Details 3  |                 |                    | B.M. Ross Limited                  |
| DET4                          | Details 4  |                 |                    | B.M. Ross Limited                  |
| <b>Site Plan Drawings</b>     |  |                 |                    |                                    |
| A1.01                         | Site Plan  |                 |                    | GB Architect Inc.                  |
| A1.02                         | Site Plan Details                                    |                 |                    | GB Architect Inc.                  |
| <b>Reports &amp; Studies</b>  |  |                 |                    |                                    |
|                               | Functional Servicing Report                          |                 | May 9, 2025        | B.M. Ross Limited                  |
|                               | Stormwater Management Report                         |                 | May 14, 2025       | B.M. Ross Limited                  |
|                               | Traffic Impact Study                                 |                 | December 2023      | Salvini Consulting Inc.            |
|                               | Hydrological Investigation                           |                 | December 3, 2025   | Hydrology Consulting Services Inc. |
|                               | Geotechnical Investigation Including:                |                 | September 19, 2024 | CMT Engineering Inc.               |
| Drawing No. 1                 | Site Location Map                                    |                 |                    |                                    |
| Drawing No. 2                 | Site Plan Showing Borehole Locations                 |                 |                    |                                    |

## **SCHEDULE "B"**

### **Site Specific Requirements**

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

1. The Owner agrees that all the services, works, facilities and matters required under this Agreement located on the lands shall be maintained for the life of the proposed development covered by the Site Plan at the Owner's, and each subsequent Owner's expense, including the SWM works, to ensure proper stormwater runoff quantity and quality control, including following the monitoring and cleaning recommendations of the buried stormwater management works, grass swales, private fire hydrant, perimeter board fence, retaining wall, surface treatment of parking areas, line painting markings, signage, and landscaping.
2. Prior to the start of construction, the Owner shall:
  - a) Provide the Township with a copy of any required MTO permits or approvals.
3. Prior to issuance of the Occupancy Permit the following is to be completed and to the satisfaction of the Township:
  - a) Off-site works to have met substantial completion and all testing requirements of sewers, geotechnical testing and certification letter from Developers Engineer have been submitted.
4. Ensure necessary approvals are obtained beyond those required by the Township (i.e. Stormwater ECA, Air/Noise ECA, PTTW if applicable). A copy of these permits once received are to be provided for the Township record as applicable.
5. Proceeding without the detailed design of the septic system being complete is at the Owners own risk.
6. The phase 2 expansion area as noted within the FSR and on the drawings will require an amendment to the Site Plan Agreement.



## TOWNSHIP OF WELLINGTON NORTH

TO: Mayor and Council

DATE: 2025-06-23

MEETING TYPE: Open

SUBMITTED BY: Mandy Jones, Manager Community & Economic Development

REPORT #: C&ED 2025-017

REPORT TITLE: Community Improvement Plan Panini and Pour Inc.

### RECOMMENDED MOTION

THAT the Council of the Corporation of the Township of Wellington North receive Report C&ED 2025-017 on the Panini and Pour Inc. Community Improvement Plan application;

AND THAT Council approve a Building Conversion and Improvement Grant in the amount of \$5,000 to Panini and Pour Inc. for business 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, 174 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

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 APPLICANTS  | MUNICIPAL APPROVAL           | AMOUNT ADVANCED  | APPLICANT CONTRIBUTION         | TOTAL \$ VALUE 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   | 35 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   | 4 applicants          | \$8,468                      | \$5,080          | \$59,419                       | \$67,887                       |
| <b>Totals</b> | <b>174 applicants</b> | <b>\$507,541<br/>(11.9%)</b> | <b>\$448,569</b> | <b>\$3,753,497<br/>(88.1%)</b> | <b>\$4,261,039</b>             |

## GOAL

The Community Improvement goals continue:

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

## OBJECTIVES

The Community Improvement objectives continue as follows:

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

- c. To improve the physical, functional and aesthetic amenities of buildings in downtown Mount Forest, Arthur, hamlets and agricultural areas while stimulating private investment, revitalization, and sustainability.

## BUILDING CONVERSION AND IMPROVEMENT GRANT

The intent of the Building Conversion and Improvement Grant is:

- to assist with improvements to existing buildings, to meet the current Building Code, and to provide for safe and usable eligible uses;
- to reduce the cost of improvements by offering a grant for any required 28 Wellington North Community Improvement Plan Update planning application fees (e.g. minor variance), building permit fees or development charges;
- to assist with the removal of barriers and increase accessibility for people with disabilities in Wellington North and to support improvements to private property in order to meet the Ontario's accessibility laws and standards to assist in the conversion of existing unused or underused space into new eligible uses, existing eligible uses and support an increase in non-residential assessments

## ANALYSIS

Panini and Pour Inc., located at 258 Main St. S. Mount Forest is owned by partners Rahul Shah and Chintan Rana. Panini & Pour is their second business location in the Township of Wellington North. The first location being the Arthur Sandwich House in Arthur.

Arthur's Sandwich House began as a simple idea in the heart of Arthur, Ontario: They serve honest, hearty food in a warm, welcoming atmosphere. From the moment Rahul and Chintan opened the doors, their goal was clear—to become a staple in the community where friends, families, and neighbors could gather over fresh-made sandwiches and comfort food done right.

Over the year, the little shop earned a loyal following. Thanks to the support of their incredible customers and the dedication of their hardworking team, Arthur Sandwich House has become more than just a place to eat—it's become a community hub. Whether it was the morning regulars grabbing coffee and breakfast sandwiches, or lunch rushes filled with laughter and the scent of freshly baked bread, Rahul and Chintan knew they were onto something special.

Encouraged by this support and the growing demand from customers in nearby areas, they decided it was time to grow.

In 2025, they proudly expanded into Mount Forest, opening a second location to bring the beloved Arthur Sandwich House flavor and atmosphere to a new area. The Mount Forest location combines the homestyle cooking, friendly service, and signature sandwiches that everyone loves from the original, with the unique charm of its own surroundings.

The Building Conversion and Improvement Grant aims to assist businesses in enhancing their buildings to meet current standards and improve functionality. The planned improvements will ensure the space is safe, usable, and accessible, while also enhancing the overall aesthetic and functionality of the building.

Renovation and updates will include:

1. New Knee Wall Framing
  - Construct new knee wall framing to create additional counter space.
2. Electrical Work
  - Install new electrical receptacles for oven and fridge locations.
  - Install new exhaust fan line for the powder room.
3. Drywall Work
  - Perform required drywall patches and repairs where needed.
  - Prime and paint all newly installed and repaired drywall surfaces.
4. Ceiling Work
  - Replace selective damaged ceiling tiles as identified.
5. Exterior Work
  - Conduct small cement repairs on the exterior as required.
6. Flooring
  - Repair and level the floor in the front area only.
  - Install new flooring in the front area after leveling.
  - Remove the existing island located near the entry door.
  - Repair floor underneath the island if necessary, after removal.
7. Baseboards
  - Install new plastic baseboards throughout the specified areas.
8. Door and Framework
  - Install a new door frame for the powder room.
  - Install a new door for the powder room.
9. Heating and Ventilation
  - Remove the old baseboard heater.
  - Remove the old ceiling fan
10. Powder Room Renovation
  - Upgrade plumbing fixtures in the powder room.
  - Install new floor tiles in the powder room.
  - Install a new toilet seat.
  - Install a pedestal sink along with the faucet.

Rahul and Chintan are excited to keep growing while staying true to their roots: great food, made fresh, served with care.

## CONSULTATION

Darren Jones, Chief Building Official

Robyn Mulder, Economic Development Officer, compiled report

## FINANCIAL CONSIDERATIONS

The applicant is eligible for a Building Conversion and Improvement Grant totalling 50% of the costs up to a maximum of \$5,000. The total cost of all renovations and upgrades is \$43,505 which means they are eligible for the full amount of \$5,000.

\$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 \$13,468 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 ☒



## TOWNSHIP OF WELLINGTON NORTH

TO: Mayor and Council

DATE: 2025-06-23

MEETING TYPE: Open

SUBMITTED BY: Karren Wallace, Director Legislative Services/Clerk

REPORT #: CLK 2025-006

REPORT TITLE: Council meeting schedule 2026

### RECOMMENDED MOTION

THAT the Council of the Corporation of the Township of Wellington North receive Report receive Report CLK 2025-006 being a report to set the Council meeting schedule for 2026.

AND THAT Council approves the Council meeting schedule for 2026.

### PREVIOUS REPORTS/BY-LAWS/RESOLUTIONS

CLK 2024-016 being a report Council meeting schedule 2025

CLK 2023-018 being a report Council meeting schedule 2024

CLK 2022-008 being a report Council meeting schedule for 2023

CLK 2021-018 being a report Council meeting schedule for 2022

CLK 2020-017 being a report on an amended Council meeting schedule for 2020 and setting Council meeting dates for 2021.

CLK 2019-025 being report on Council meeting schedule for 2020

CLK 2018-010 being a report on Council meeting schedule for 2019

CLK 2017-035 being a report on Council meeting schedule for 2018

### BACKGROUND

Staff are presenting the proposed 2026 meeting dates in order to facilitate planning and scheduling for Council, staff, press and members of the public well in advance.

## ANALYSIS

Staff have set these dates in consideration of timing of various conferences and statutory holidays in order to minimize disruption to the schedule and availability of Council and staff. Additionally, the municipal election is held on October 26, 2026, and the inaugural meeting of Council will take place on November 16, 2026.

Notably there are no meetings scheduled for July 27, 2026, August 4, 2026 and October 19, 2026.

## CONSULTATION

Senior staff

## FINANCIAL CONSIDERATIONS

There are no financial considerations in receiving this report and approving the 2026 schedule.

## ATTACHMENTS

Schedule A Schedule of meetings in 2026

## 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 ☒



# WELLINGTON NORTH

SEMPER PORRO

## **SCHEDULE “A”** **2026 COUNCIL MEETING SCHEDULE** (Report CLK 2025-006)

| <b>DATE</b>                              | <b>TIME</b> |
|--|-------------|
| Monday, January 12                       | 2:00 PM     |
| Monday, January 26                       | 7:00 PM     |
| Monday, February 9                       | 2:00 PM     |
| Monday, February 23                      | 7:00 PM     |
| Monday, March 9                          | 2:00 PM     |
| Monday, March 23                         | 7:00 PM     |
| TUESDAY, April 7                         | 2:00 PM     |
| Monday, April 20                         | 7:00 PM     |
| Monday, May 4                            | 2:00 PM     |
| TUESDAY, May 19                          | 7:00 PM     |
| Monday, June 1                           | 2:00 PM     |
| Monday, June 22                          | 7:00 PM     |
| Monday, July 13                          | 2:00 PM     |
| Monday, August 10                        | 2:00 PM     |
| TUESDAY, September 8                     | 2:00 PM     |
| Monday, September 21                     | 7:00 PM     |
| Monday, October 5                        | 2:00 PM     |
| Monday, November 16<br>INAUGURAL MEETING | 2:00 PM     |
| Monday, November 30                      | 7:00 PM     |
| Monday December 14                       | 2:00 PM     |

Rural Association of Ontario Conference (Jan 18<sup>th</sup> – 20<sup>th</sup>)

Ontario Good Roads Association Conference (Mar 29<sup>th</sup> – Apr 1<sup>st</sup> )

AMCTO Conference (June 7<sup>th</sup> - 10<sup>th</sup> )

Association of Municipalities of Ontario Conference (August 16<sup>th</sup> – 19<sup>th</sup> )

**Municipal and School Board Election October 26, 2026**

WHEREAS democracy is healthy when everyone is able to participate fully and safely and contribute to the well-being of their community;

AND WHEREAS we are witnessing the dissolution of democratic discourse and respectful debate across all levels of government and in neighbouring jurisdictions;

AND WHEREAS Ontario's municipally elected officials are dealing with increasingly hostile, unsafe work environments facing threats and harassment;

AND WHEREAS social media platforms have exacerbated disrespectful dialogue, negative commentary, and toxic engagement which disincentivizes individuals, especially women and candidates from diverse backgrounds from running for office;

AND WHEREAS better decisions are made when democracy is respectful and constructive and the voices of diverse genders, identities, ethnicities, races, sexual orientation, ages and abilities are heard and represented around municipal council tables;

AND WHEREAS the Association of Municipalities of Ontario's Healthy Democracy Project has identified concerning trends with fewer people voting in local elections and running for municipal office;

AND WHEREAS in 2024, female elected representatives from across Halton formed a group called H.E.R. (Halton Elected Representatives) which pledged to speak out against harassment and negativity in politics and called on elected officials to uphold the highest standards of conduct;

AND WHEREAS H.E.R. Halton has launched a campaign called Elect Respect to promote the importance of healthy democracy and safe, inclusive, respectful work environments for all elected officials that encourages individuals to participate in the political process;

AND WHEREAS on June 5, 2025, the Canadian Association of Feminist Parliamentarians launched a non-partisan "Parliamentary Civility Pledge" to encourage all parliamentarians to commit to end workplace harassment and increase civility on Parliament Hill, modelled after the pledge developed in Halton by representatives of H.E.R.

NOW THEREFORE BE IT RESOLVED:

THAT Council of the Corporation of the Township of Wellington North supports the Elect Respect pledge and commits to:

Treat others with respect in all spaces—public, private, and online,

Reject and call out harassment, abuse, and personal attacks,

Focus debate on ideas and policies, not personal attacks,

Help build a supportive culture where people of all backgrounds feel safe to run for and hold office,

Call on relevant authorities to ensure the protection of elected officials who face abuse or threats, and

Model integrity and respect by holding one another to the highest standards of conduct.

AND THAT Council calls on elected officials, organizations and community members to support the Elect Respect campaign and sign the online pledge at [www.electrespect.ca](http://www.electrespect.ca).

AND FURTHER THAT a copy of this resolution be sent to the Association of Municipalities of Ontario, and Matthew Rae Perth Wellington MPP.

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

**BY-LAW NUMBER 037-2025**

**BEING A BY-LAW TO AUTHORIZE A LEASE AGREEMENT  
BETWEEN THE CORPORATION OF THE TOWNSHIP OF  
WELLINGTON NORTH AND THE ARTHUR FOOD BANK  
(DESCRIBED AS CROWN SURVEY PART LOT 48, 146 GEORGE  
STREET, SOMETIMES KNOWN AS THE FORMER VILLAGE OF  
ARTHUR MUNICIPAL OFFICE, IN THE TOWNSHIP OF  
WELLINGTON NORTH, former Village of Arthur)**

***WHEREAS:***

The Corporation of the Township of Wellington North deems it expedient to enter into a lease agreement with the Arthur Food Bank.

***NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH*** ("the Corporation") enacts as follows:

1. The Corporation is hereby authorized to enter into a lease agreement with the Arthur Food Bank in the form attached hereto as Schedule "A".
2. The Mayor and the Chief Administrative Officer are hereby authorized and directed to sign the lease agreement on behalf of the Corporation.

**READ AND PASSED THIS 23RD DAY OF JUNE, 2025.**

---

**ANDREW LENNOX, MAYOR**

---

**KARREN WALLACE, CLERK**

**THIS LEASE** made this      day of                      , 2025

IN PURSUANCE OF THE SHORT FORMS OF LEASES ACT

**BETWEEN:**

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

Hereinafter called the "Lessor"  
OF THE FIRST PART

- and -

**THE ARTHUR FOOD BANK**

Hereinafter called the "Lessee"  
OF THE SECOND PART

WITNESSETH that in consideration of the rents, covenants and agreement hereafter reserved and contained on the part of the said Lessee, to be paid, observed and performed, the said Lessor has demised and leased and by these presents doth demise and lease unto the said lessee:

ALL THOSE CERTAIN PREMISES known and described as Crown Survey Part Lot 48, 146 George Street, sometimes known as the former Village of Arthur Municipal Office, in the Township of Wellington North, in the County of Wellington, (hereinafter called the "Premises"). It is further understood and agreed that the Lessee shall use only the areas of the premises used for Food Bank purposes as shown on Schedule "A" of this agreement.

#### TERM

TO HAVE AND TO HOLD the said demised Premises for and during the term of five (5) years to be computed from 1<sup>st</sup> day October, 2025 and from thenceforth ensuing and to be fully completed and ended on the 30<sup>th</sup> day of September, 2030.

## RENTAL

THE PARTIES AGREE that there shall be no rent payable by the Lessee to the Lessor during the term of this Lease. All rent payable by the sub-tenants of the building will be paid directly by the sub-tenants to the Lessor.

## REPAIRS AND RENOVATIONS

THE Lessor agrees that all major repairs to the plumbing and electrical systems, furnace, insulation, roof, storm windows, outside painting and pointing, and structural repairs both interior and exterior, shall be its responsibility.

THE Lessee agrees that regular maintenance, internal renovations including painting and repairs of a minor nature shall be its responsibility. The Lessee shall be responsible for its own snow removal, as well as cleaning and garbage disposal in the areas of the Premises that it occupies.

THE Lessee agrees that it will leave the Premises in a good state of repair (reasonable wear and tear and damage by fire, lightning and tempest excepted).

## UTILITIES

THE Lessor hereby covenants to pay for all charges for electrical energy, water and sewer rates and utilities used in the Premises.

## NOTICE OF ACCIDENT

THE Lessee shall give the Lessor prompt written notice of any accident or other defect in water pipes, gas pipes, or heating apparatus, electric, or other wires on any part of the Premises.

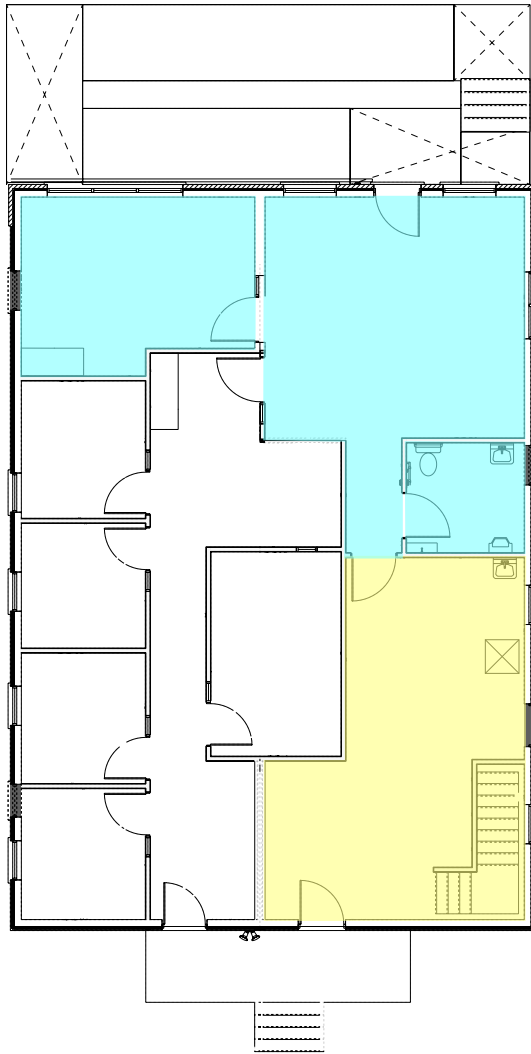
## INSURANCE

The Lessor shall insure the building and provide third party liability insurance. The Lessee shall be responsible for its own contents and insurance thereon, as well as third party liability insurance, providing coverage for a limit of not less than TWO MILLION DOLLARS (\$2,000,000.00) for each occurrence of a claim of bodily injury (including personal injury), death or property damage, including loss of use thereof, that may arise directly or indirectly out of the acts or omissions of the Owner, and shall provide confirmation of such insurance coverage annually to the Lessor.

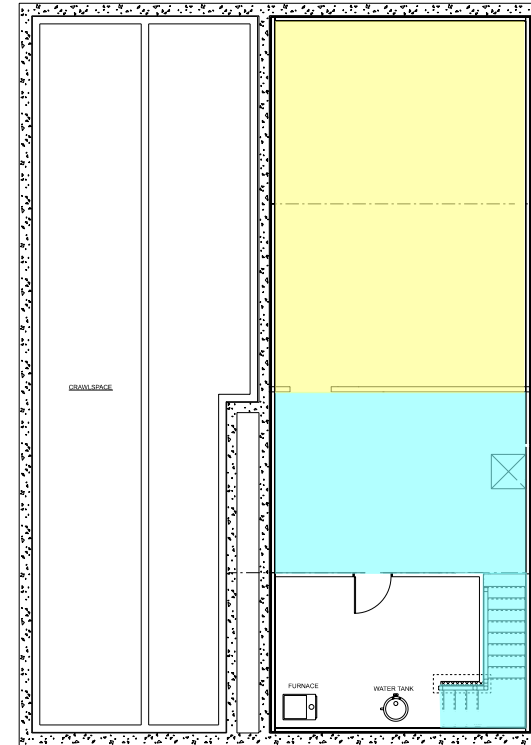
IN WITNESS WHEREOF the parties have executed these presents.

)     **THE CORPORATION OF THE TOWNSHIP**  
)     **OF WELLINGTON NORTH**  
)  
)  
)  
)  
)     \_\_\_\_\_  
)     ANDREW LENNOX, Mayor  
)  
)  
)  
)     \_\_\_\_\_  
)     KARREN WALLACE, Clerk  
  
)     **THE ARTHUR FOOD BANK**  
)  
)  
)  
)     \_\_\_\_\_  
)     SHAWNA LOUGHEED, President  
)  
)  
)     \_\_\_\_\_  
)     JANICE MCCABE, Treasurer

LESSEE'S MAILING ADDRESS:     146 George St, Arthur, ON   N0G 1A0  
LESSEE'S PHONE NUMBER:     (519) 848-3272  
LESSEE'S EMAIL ADDRESS:     arthurfoodbank@gmail.com



MAIN LEVEL



BASEMENT LEVEL

**LEASE AGREEMENT  
ARTHUR FOOD BANK  
SCHEDULE A**

**LEGEND:**  Arthur Food Bank  Communal Space



Arthur Municipal Office  
146 George St., Arthur, ON



Wellington North  
Simply Explore

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

**BY-LAW NUMBER 038-2025**

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF  
CONNECTING LINKS PROGRAM CONTRIBUTION AGREEMENT  
WITH HIS MAJESTY THE KING IN RIGHT OF ONTARIO (as  
represented by the Minister of Transportation) AND  
THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH  
FOR SMITH STREET ARTHUR**

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

1. That the Corporation of the Township of Wellington North enter into an agreement with His Majesty the King in Right of Ontario (as presented by the Minister of Transportation) in substantially the same form as the agreements attached hereto as Schedule "A" for Main Street, Mount Forest
2. That the Mayor and the Clerk of the Corporation of the Township of Wellington North are hereby authorized and directed to execute the said agreement and all other documentation required on behalf of the Corporation.

**READ AND PASSED THIS 23RD DAY OF JUNE 2025.**

---

**ANDREW LENNOX, MAYOR**

---

**KARREN WALLACE CLERK**

**CONNECTING LINKS PROGRAM CONTRIBUTION AGREEMENT****BETWEEN:**

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO**  
as represented by the Minister of Transportation

("Ontario")

– and –

**TOWNSHIP OF WELLINGTON NORTH**

(the "Recipient")

**WHEREAS** the Government of Ontario has created the Connecting Links Program to provide funding to help municipalities construct and repair roads and bridges on designated Connecting Links;

**AND WHEREAS** subsection 21(1) of the *Public Transportation and Highway Improvement Act*, R.S.O. 1990, c. P.50, as amended from time to time, (hereinafter referred to as, the "Act") states that the Minister of Transportation may designate a Highway or part of a Highway as a Connecting Link between parts of the King's Highway or as an extension of the King's Highway, to be constructed and maintained by the Recipient road authority having jurisdiction over the Highway;

**AND WHEREAS** subsection 21(2) of the Act states that every such Highway remains under the jurisdiction and control of the road authority;

**AND WHEREAS** subsection 44(1) of the *Municipal Act, 2001* S.O. 2001, c. 25 as amended from time to time, states that a municipality that has jurisdiction over the Highway or bridge shall keep it in a state of repair that is reasonable in the circumstances, including the character and location of the Highway or bridge;

**AND WHEREAS** the Highway named in Schedule "A" to this Agreement is a Highway under the jurisdiction and control of the Recipient and has been designated as a Connecting Link or as an extension to the Connecting Link by the Minister of Transportation in accordance with the subsection 21(1) of the Act;

**AND WHEREAS** subsection 116(1)(a) of the Act states that the Minister of Transportation may enter into agreements for the purpose of the Act, including agreements related to among other things the design and construction of any Highway or Bridge;

**AND WHEREAS** subsection 116(2) of the Act states that any such agreement may provide that a proportion of the costs arising from the agreement be paid out of the monies appropriated therefor by the Legislature;

**AND WHEREAS** the Recipient has applied to the Connecting Links Program for funding to assist the Recipient in carrying out the Project and Ontario wishes to provide funding for the Project;

**AND WHEREAS** the Recipient is eligible to receive funding under the Connecting Links Program to undertake a Project;

**NOW THEREFORE**, in accordance with the principles set out above, the mutual covenants and agreements herein and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Parties hereby agree as follows:

## **SECTION 1**

### **Interpretation**

**1.1 Definitions.** For the purposes of this Agreement, the following terms shall have the following meanings described below.

**"Act"** means the *Public Transportation and Highway Improvement Act*, R.S.O. 1990, c.P.50, as amended from time to time.

**"Accommodation"** refers to measures that are responsive to potential adverse impacts on established or credibly asserted Aboriginal or Treaty rights.

**"Adjust the Funds"** means Ontario's right to adjust, without limitation, liability, costs or penalty any Funds provided to the Recipient in respect of the Project under this Agreement.

**"Agreement"** means this agreement between Ontario and the Recipient, including all Schedules attached hereto.

**"Arm's Length"** has the meaning given to it under the *Income Tax Act* (Canada) as in effect on the Effective Date of this Agreement.

**"Auditor General"** means the Auditor General of Ontario.

**"BPSAA"** means the *Broader Public Sector Accountability Act, 2010*, S.O. 2010, c.25 (Ontario).

**"Bridge"** means a public bridge, and includes a bridge forming part of a Highway on, over, under or across which a Highway passes.

**"Business Day"** means any day on which the Government of Ontario offices are generally open for business in the Province of Ontario.

**"Communications Protocol"** means the protocol set out under Schedule "F" of this Agreement.

**"Conflict of Interest"** includes any and all circumstances where the Recipient or 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, to interfere with the Recipient's objective, unbiased and impartial judgment relating to the Project or this Agreement.

**"Connecting Link"** means the Highway named in Schedule "A" to this Agreement that is a Highway under the jurisdiction of the Recipient and has been designated as a connecting link or as an extension of a King's Highway by the Minister pursuant to subsection 21(1) of the Act.

**"Connecting Links Program"** means the program administrated by the Ministry of Transportation to

provide funding for the costs of the Connecting Link in accordance with the Act and the Connecting Links Program Guide.

**"Connecting Links Program Guide"** means the Ministry's document, entitled "Ministry of Transportation Connecting Links Program 2025-26 Guide," as referred in Schedule "H" of this Agreement, as amended from time to time by the Ministry, that describes the Ministry's Connecting Link Program.

**"Contractor"** means any third-party contractor that the Recipient retains to undertake any part of the Work related to the construction of the Project.

**"Consultant"** means any third-party consultant, engineer, Project manager, architect or other service provider, as the case may be, the Recipient retains to undertake any part of the Work related to the Project.

**"Contract"** means a contract between the Recipient and a third party at Arm's Length whereby the latter agrees to provide a good or service for the Project in return for financial consideration that may be claimed as an Eligible Cost.

**"Crown Agency"** means a Crown Agency as defined in the *Crown Agency Act* (Ontario).

**"Delegation Letter"** means a letter from Ontario to the Recipient where Ontario formally delegates the procedural aspects of consultation to the Recipient and identifies the Indigenous communities to which the Duty to Consult is owed.

**"Duty to Consult"** means the Crown's legal obligation to consult and, where appropriate, accommodate Indigenous communities when contemplating conduct that might adversely impact established or credibly asserted Aboriginal or Treaty rights, pursuant to s. 35 of the *Constitution Act, 1982*.

**"Effective Date"** means the date set out at Part B.1 of Schedule "B" of this Agreement.

**"Eligible Costs"** means the costs described in Part D.1 of Schedule "D" of this Agreement.

**"End of Funds Date"** means the date set out in Part C.3 of Schedule "C" of this Agreement.

**"Event of Default"** has the meaning given to it in section 15 of this Agreement.

**"Expiration Date"** means the date set out in Part B.4 of Schedule "B" of this Agreement.

**"FIPPA"** means the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31 (Ontario).

**"Fiscal Year"** means the period beginning April 1<sup>st</sup> in any year and ending on March 31<sup>st</sup> of the following year.

**"Funds"** means the total amount of funding Ontario is providing in Canadian currency to the Recipient under this Agreement, subject to the terms and conditions of this Agreement.

**"Highway"** includes a common and public highway, street, avenue, parkway, driveway, square, place, bridge, viaduct, trestle or any other structure incidental thereto, any part of which is intended for or used by the general public for the passage of vehicles and includes the area between the lateral property lines thereof.

**"Indemnified Party"** means His Majesty the King in Right of Ontario, His Ministers, directors, officers, agents, appointees, servants and employees.

**"Ineligible Costs"** means the costs described under Part D.2 of Schedule "D" of this Agreement.

**"Indigenous Community"** means First Nation or Métis communities as specified in the Delegation Letter.

**"King's Highway"** means a Highway designated as a King's Highway by the Lieutenant Governor in Council pursuant to the Act.

**"Maximum Funds"** means the amount set out under Part C.1 of Schedule "C" of this Agreement.

**"Minister"** means the Minister of Transportation.

**"Ministry"** means the Ministry of Transportation and any employees employed therewith.

**"Ontario"** means His Majesty the King in Right of Ontario, as represented by the Minister of Transportation or any other Minister who may have authority to administer this Agreement, unless the context indicates otherwise.

**"Parties"** means Ontario and the Recipient.

**"Party"** means either Ontario or the Recipient, as the case may be.

**"Person"** if the context allows, includes any individuals, firms, partnerships or corporations or any combination thereof.

**"Project"** means the Work to be performed for the project described in Schedule "A" of this Agreement.

**"Project Completion Date"** means the date set out in Part B.3 of Schedule "B" of this Agreement.

**"PSSDA"** means the *Public Sector Salary Disclosure Act, 1996*, S.O. 1996, c. 1, Sched. A (Ontario).

**"Reports"** means the reports set out in section 13 of this Agreement and set out in Schedule "G" of this Agreement.

**"Requirements of Law"** means all applicable statutes, codes, acts, ordinances, orders, approvals, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licenses, authorizations, directions and agreements with all authorities that now or at any time hereafter may relate to the Recipient, the Project and this Agreement. Without limiting the generality of the foregoing, if the Recipient is subject to the *BPSAA*, the *PSSDA* or any other type of broader public sector accountability statutes, the *BPSAA*, the *PSSDA* and other type of broader public sector accountability statutes are deemed to be Requirements of Law.

**"Substantial Completion"** has the same meaning as "substantially performed", as defined under section 2(1) of the *Construction Act*, R.S.O. 1990, c. C.30 (Ontario).

**"Term"** means the period of time beginning on the Effective Date of this Agreement and ending on the Expiration Date or the termination of this Agreement, whichever is shorter.

**"Work"** includes the goods and services to be performed to design, construct and reconstruct the Connecting Link and such other work described in the Connecting Links Program Guide consistent and necessary for the Project.

- 1.2 Reference To Statute Or Regulation.** Any reference to a statute is to such statute and to the regulations made pursuant to such statute as such statute and regulations may at any time be amended or modified and in effect and to any statute or regulations that may be passed that have the effect of supplanting or superseding such statute or regulations.
- 1.3 Singular/Plural And Gender Terms.** Each definition in this Agreement using a singular capitalized term or other word or phrase shall also apply to the plural form and such term, word or phrase and *vice versa*. All references to the masculine gender shall include reference to the feminine or neuter gender and *vice versa* in each case as the context may permit or require.
- 1.4 Pronouns.** Each use in this Agreement of a neuter pronoun shall be deemed to include the masculine and feminine variations thereof and *vice versa* and a singular pronoun shall be deemed to include a reference to the plural pronoun and *vice versa* in each case as the context may permit or require.
- 1.5 Sections And Other Headings.** The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 1.6 Recitals.** The recitals to this Agreement do not form a part of the Agreement.
- 1.7 Accounting Terms, Calculations And Submission Of Financial Data.** All accounting terms not defined in this Agreement shall have the meanings usually ascribed to them. All calculations will be made and all financial data to be submitted will be prepared in accordance with the applicable accepted accounting principles in effect in Ontario.

## SECTION 2 The Agreement

- 2.1 The Agreement.** The Agreement includes this document and the following Schedules attached to this document, as such Schedules may be amended from time to time in accordance with this Agreement.

### Schedule

- "A" Project Description
- "B" Operational Requirements Under The Agreement
- "C" Financial Information For The Project
- "D" Eligible And Ineligible Costs
- "E" Indigenous Consultation Requirements
- "F" Communications Protocol
- "G" Reporting Requirements
- "H" Ministry of Transportation (MTO) Connecting Links Program Guide 2025-26 Intake 10

- 2.2 Conflict.** In the event of a conflict between:

(a) any of the documents that form part of this Agreement, the conflict shall be resolved in the following descending order:

- (i) This document; and
- (ii) The Schedules attached to this document.

(b) Schedule "H" and any other of the Schedules that form part of this Agreement, Schedules "A" to "G" shall take precedent over Schedule "H".

**2.3 *Expiration Date Of Agreement.*** This Agreement shall expire on the Expiration Date, unless amended or terminated prior to this date in accordance with this Agreement.

### **SECTION 3**

#### **General Roles And Responsibilities of the Parties Under the Agreement**

**3.1 *Provision Of Funds.*** Ontario agrees, subject to the terms and conditions of this Agreement to provide up to the Maximum Funds to the Recipient in accordance with Schedule "C" of this Agreement. The Recipient is solely responsible for securing any additional funding, if needed, to complete the Project. The Recipient must have such funding or have secured access to the funding prior to commencing the Project. Ontario may require proof that funding has been secured for the Project before providing any Funds under this Agreement.

**3.2 *Ontario's Role Under Agreement Strictly Limited To Providing Funds.*** The Recipient acknowledges and agrees that Ontario's role is strictly limited to providing Funds and that Ontario will have no other involvement in the Project or its subsequent maintenance and operation. Ontario is not a manager, decision-maker nor an advisor to the Recipient in relation to the Project. Notwithstanding the generality of the foregoing and without limitation, the fact that Ontario may conduct performance reviews and/or audits as provided for hereinafter or issues directions under the terms and conditions of this Agreement shall not be construed by the Recipient as Ontario having a management, decision-making or advisory role. The Recipient further agrees that the Recipient will not seek to include Ontario as a decision-maker, advisor or manager of the Project through recourse to a third party, court, tribunal or arbitrator.

**3.4 *Funds Limited To Specific Project.*** The Recipient shall only use the Funds being provided under this Agreement towards the Project, as described in Schedule "A" of this Agreement. The Recipient further agrees that it will not make any changes to the Project, as described in Schedule "A" of this Agreement, without first obtaining Ontario's prior written consent.

**3.5 *Responsibility For Project.*** The Recipient acknowledges and agrees that the Recipient, as opposed to Ontario, is solely responsible for the undertaking, implementation, completion, operation and/or maintenance of the Project. The Recipient further agrees that the Recipient will not seek to hold Ontario responsible for the undertaking, implementation, completion, operation and/or maintenance of the Project through recourse to a third party, court, tribunal or arbitrator.

**3.6 *INTENTIONAL DELETION***

**3.7 *Project Financing.*** The Recipient acknowledges and agrees that:

- (a) It is solely responsible for making any alternative arrangements that may be required to obtain additional financing for the Project, in the event that its original financing situation should change;
- (b) It is solely responsible for covering any unapproved expenditures and cost overruns; and
- (c) It is solely responsible for securing any additional financing required to complete the Project.

**3.8 Asset Retention.** The Recipient shall comply with Part B.6 of Schedule "B" of this Agreement as it relates to the retention of any assets purchased, rehabilitated or built with Funds being provided under this Agreement.

**3.9 Behavior Of Recipient.** The Recipient shall carry out any Project in an economical and business-like manner, in accordance with the terms and conditions of this Agreement, subject to any reasonable amendments Ontario may agree to or require from time to time in writing.

**3.10 Ontario Not Responsible For Recipient Obtaining Permits Or Approvals.** For greater certainty, the Parties acknowledge and agree that the entering into this Agreement does not in any way obligate any regulatory authority established under an Act of the Ontario Legislature to issue any type of approval, license, permit or similar authorization that the Recipient may need or want in relation to the Project or to meet any terms or conditions under this Agreement

**3.11 Ontario May Impose Additional Conditions On The Recipient.** Ontario may impose, at any time, such additional terms or conditions on the Recipient in terms of the Recipient's operations that relate to the use of any Funds which Ontario, acting reasonably, considers appropriate for the proper expenditure and management of the Funds. For greater certainty, any additional terms or conditions Ontario may impose shall be supplements to the existing terms and conditions of this Agreement as opposed to amendments to the terms and conditions of this Agreement.

## SECTION 4 Funds

**4.1 Use Of Funds.** Any Funds being provided under this Agreement shall only be used for the payment of Eligible Costs for the Project.

**4.2 Deposit Of Funds In Interest-Bearing Account At Canadian Financial Institution.** The Recipient shall deposit and retain any Funds being provided under this Agreement in an interest-bearing account in the name of the Recipient at a Canadian financial institution in Canada.

**4.3 Interest Earned By Recipient.** The Recipient shall report to Ontario the amount of any interest earned on any Funds provided to the Recipient under this Agreement in accordance with Reports set out under Schedule "G" of this Agreement. If the Recipient earns any interest on the Funds provided to the Recipient:

- (a) Ontario may deduct an amount equal to the interest from any further instalment of Funds; or
- (b) The Recipient shall pay an amount equal to the interest to Ontario as directed by Ontario.

- 4.4 Cost Must Be An Eligible Cost.** For a cost to be considered an Eligible Cost and therefore eligible to be paid from the Funds being provided under this Agreement, the cost must be specifically set out under Part D.1 of Schedule "D" of this Agreement.
- 4.5 Ineligible Costs Shall Not Be Covered Under Agreement.** Any costs set out in Part D.2 of Schedule "D" of this Agreement are Ineligible Costs and shall not be eligible to be paid from the Funds being provided under this Agreement.
- 4.6 Ontario May Declare Costs To Be Eligible.** Despite section 4.4 of this Agreement, but subject to section 4.5 of this Agreement, costs not specifically set out in Part D.1 of Schedule "D" of this Agreement may be deemed in writing to be an Eligible Cost by Ontario, in its sole and absolute discretion on a case-by-case basis.
- 4.7 New Information.** In the event of new information, errors, omissions or other circumstances affecting the determination of the amount of any Funds being provided under this Agreement, Ontario may, in its sole and absolute discretion, Adjust the Funds being provided under this Agreement.
- 4.8 Repayment Of Funds.** The Recipient shall repay Funds to Ontario where:
- (a) The Recipient has used the Funds for a purpose not agreed to by Ontario;
  - (b) The Recipient still has Funds under its charge, management or control upon the expiry or termination of this Agreement; and
  - (c) The Recipient receives an overpayment by Ontario and is notified by Ontario of said overpayment,
- within twenty (20) Business Days of receiving a written demand from Ontario, after which the outstanding amount may be subject to interest charges in accordance with section 16.17 of this Agreement. Where the Recipient receives an overpayment and has not received a notice from Ontario in regards to that overpayment, the Recipient shall notify Ontario of the overpayment within twenty (20) Business Days of becoming aware of the overpayment.
- 4.9 Insufficient Funds Provided By Legislature.** If, in the opinion of the Minister, the Ontario Legislature does not provide sufficient funds to continue the Funds for any Fiscal Year which this Agreement is in effect, Ontario may immediately, without any liability, cost or penalty and without any prejudice to any other rights or remedies Ontario has under this Agreement or at law or equity, terminate this Agreement.
- 4.10 Ontario May Adjust The Funds.** Despite any other provision in this Agreement, Ontario may Adjust the Funds being provided under this Agreement without liability, cost or penalty.
- 4.11 Funds Are Part Of Social Or Economic Program.** The Recipient acknowledges and agrees that any Funds provided under this Agreement is for the administration of social or economic programs or the provision of direct or indirect support to members of the public in connection with social or economic policy.

## SECTION 5

### Payment Under Agreement

- 5.1 Eligibility Of Costs Or Expenses.** In order for a cost or expense to be eligible to be paid from the Funds being provided under this Agreement, the cost or expense:

- (a) Must be reasonable;
- (b) Must be directly related to the Project;
- (c) Must be an Eligible Cost;
- (d) Must not be an Ineligible Cost; and
- (e) Must, subject to sections 4.4 and 4.5 of this Agreement, have been incurred on or after April 1, 2025 and prior to the Project Completion Date.

**5.2 *Payment Of Funds.*** Subject to all terms and conditions of this Agreement, Ontario shall pay any Funds to the Recipient in accordance with Part C.4 of Schedule "C" of this Agreement.

**5.3 *Conditions Precedent For Payment Of Funds.*** Despite section 5.2 and Part C.4 of Schedule "C" of this Agreement, Ontario may withhold the payment of any Funds to the Recipient without liability, costs or penalty until the Recipient has met the following conditions precedent:

- (a) The Recipient has provided evidence that the insurance required by section 8.1 of this Agreement has been obtained within ten (10) Business Days of Ontario's request;
- (b) The Recipient has provided Ontario with any requested information within ten (10) Business Days of Ontario's request; and
- (c) The Recipient has not or is not meeting any requirements related to the Duty to Consult set out under this Agreement or in a Delegation Letter.

**5.4 *Withholding Payment Of Funds.*** Ontario may, in its sole and absolute discretion, withhold the payment of any Funds to the Recipient under this Agreement without liability, costs or penalty where:

- (a) Ontario is of the opinion that the project is not progressing in accordance with how other projects of a similar size and scope would progress under similar circumstances; and
- (b) Ontario is of the opinion that the Recipient is, without limitation, not in compliance with any other agreements that the Recipient has entered into with His Majesty the King in Right of Ontario where Ontario may be providing financial assistance to the Recipient, directly or indirectly, under that agreement. Where Ontario withholds the payment of any Funds to the Recipient, the following shall apply:
  - (i) Ontario has complete and absolute discretion to determine whether the Recipient is in compliance with the terms or conditions of any other funding agreements, such as the Ontario Community Infrastructure Fund, whereby the Recipient is receiving, directly or indirectly, funding from Ontario;
  - (ii) Ontario shall continue to withhold any payments of any Funds to the Recipient under this Agreement until the Recipient has come into compliance with the terms and conditions of any other agreement whereby the Recipient receives, directly or indirectly, funding from Ontario; and
  - (iii) Ontario agrees that it will act reasonably when applying this section 5.4 of the Agreement and shall promptly notify the Recipient of any determinations made by Ontario with respect to the application of this section 5.4 of the Agreement.

## SECTION 6

### Recipient's Representations, Warranties, Covenants, Acknowledgements And Agreements

- 6.1 Recipient's Representations, Warranties And Covenants.** The Recipient represents, warrants and covenants that:
- (a) It validly exists as a legal entity, and will continue to exist for the Term of the Agreement, with full power to perform and observe all of the terms and conditions of this Agreement and that it will continue to validly exist until the Expiration Date of this Agreement;
  - (b) It has the authority and any necessary approvals to enter into this Agreement and to carry out its terms and conditions and that it is not bound by any other agreement that would in any way interfere with Ontario's rights under this Agreement;
  - (c) Where applicable, it has passed the requisite by-laws to undertake any Project in which Funds are directed;
  - (d) It is conducting its business in accordance with all Requirements of Law and it shall continue to conduct its business in accordance with all Requirements of Law until the Expiration Date of this Agreement;
  - (e) It has all permits, approvals, licenses, certificates or other similar documents that are required to carry out any Project to which Funds are directed or that it will apply for all permits, approvals, licenses, certificates or other similar documents before carrying out the Project; and
  - (f) All information provided to Ontario in relation to any Funds being provided under this Agreement remains true, correct and complete as of the date this Agreement is signed in every material respect, except as set out to the contrary herein.
- 6.2 Additional Covenants.** The Recipient undertakes to advise Ontario within five (5) Business Days of the occurrence during the Term of this Agreement of any actions, suits or other proceedings which could or would prevent compliance with the terms and conditions of this Agreement.
- 6.3 Recipient Shall Provide Proof Of Compliance Upon Ontario's Request.** The Recipient shall, upon receiving a written notice from Ontario, provide to Ontario with proof of the matters referred to in sections 6.1 to 6.2 of this Agreement within the time period set out in the notice. Despite section 5.2 and Part C.4 of Schedule "C" of this Agreement, and without limiting the generality of section 5.3 of this Agreement, Ontario may withhold the payment of any Funds under this Agreement without liability, costs or penalty until the Recipient provides Ontario with proof of its compliance with the matters referred to in sections 6.1 to 6.2 of this Agreement. Ontario may also, despite anything else in this Agreement and without limiting any remedies Ontario may have under this Agreement, at law or equity, Adjust the Funds if the Recipient is not in compliance with the matters referred to in sections 6.1 to 6.2 of this Agreement at any time during the Term of this Agreement.
- 6.4 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;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to section 13; 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.

## SECTION 7

### Conflict of Interest and Confidentiality

- 7.1 *No Conflicts Of Interest.*** The Recipient shall ensure that any Person associated with the Project in whatever capacity carries out the administration of any Funds in all its aspects without an actual, potential or perceived Conflict of Interest.
- 7.2 *Disclosure Of Conflict Of Interest Situations.*** The Recipient shall:
- (a) Disclose to Ontario, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived Conflict of Interest; and
  - (b) Comply with any terms and conditions that Ontario may impose as a result of the disclosure.
- 7.3 *Ontario Bound By FIPPA*** The Recipient acknowledges that *FIPPA* and its regulations bind Ontario.

## SECTION 8

### Insurance

- 8.1 *Recipient Shall Have Insurance.*** The Recipient shall put in effect and maintain until the Expiration Date of this Agreement at its own expense or arrange for its Consultant or Contractor to have all necessary insurance that would be considered appropriate for the Project and shall ensure that there is Commercial General Liability Insurance, for third party bodily injury, personal injury and property damage to an inclusive limit of not less than the amount indicated in Part B.2 of Schedule "B" of this Agreement per occurrence with insurers with an A.M. Best rating of B+ or equivalent. The Commercial General Liability Insurance policy shall include:
- (a) The Indemnified Party as an additional insured 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;
  - (d) Products and Completed Operations Liability coverage;
  - (e) Employers Liability;
  - (f) Tenants Legal Liability (for premises/building leases only);
  - (g) Non-Owned automobile coverage with blanket contractual and physical damage coverage for hired automobiles; and
  - (h) A thirty (30) day written notice of cancellation, termination or material change clause.

- 8.2 Ontario To Have Priority Right On Any Proceeds Of Insurance Policy.** The Recipient acknowledges and agrees that Ontario shall have a priority over any other Person, including the Recipient, to use or enjoy the benefits of the proceeds from the insurance required under section 8.1 of this Agreement to pay any claim, suits, judgments, demands, expenses, actions, causes of action and losses, including, without limitation, reasonable legal expenses and any claim for a lien made pursuant to the *Construction Act*, R.S.O. 1990, c. C.30 (Ontario) and for any and all liability for damages to property and injury to Persons, including death, that may be brought against Ontario as a result of this Agreement.

## SECTION 9

### Limitation of Liability and Indemnification

- 9.1 Exclusion Of Liability.** In no event shall Ontario be liable for any general, compensatory, incidental, special or consequential damages, or any loss of use, revenue or profit by the Recipient or the Recipient's officers, servants, employees and agents arising out of or in any way related to this Agreement.
- 9.2 Recipient To Indemnify Ontario.** The Recipient shall indemnify and hold harmless the Indemnified Party from and against all suits, judgments, claims, demands, expenses, actions, causes of action and losses, including, without limitation, reasonable legal expenses and any claim for lien made pursuant to the *Construction Act*, R.S.O. 1990, c. C.30 (Ontario), and for any and all liability for damages to property and injury to Persons, including death, which the Indemnified Party may incur, otherwise than by reason of the Indemnified Party's own gross negligence or wilful misconduct, as a result of or arising out of or in relation to any breach by the Recipient of the terms of this Agreement, or the Recipient's own negligence or wilful misconduct, as a result of or arising out of or in relation to:
- (a) The performance of this Agreement or the breach of the terms of this Agreement by the Recipient, its officers, servants, employees and agents, or by a third party and any of its officers, employees servants or agents;
  - (b) The ongoing operation, maintenance and repair of the Project; or
  - (c) Any omission or other wilful or negligent act of the Recipient, a third party or their respective employees, officers, servants or agents.
- 9.3 Further Indemnification Of Ontario.** The Recipient further agrees to indemnify and hold harmless the Indemnified Party from any general, compensatory, incidental, indirect, special or consequential damage or any loss of use, revenue or profit which the Indemnified Party may incur or related in any way to this Agreement or the Project in tort, contract or otherwise other than by reason of the Indemnified Party's own gross negligence or wilful misconduct, as a result of or arising out or in relation to:
- (a) The performance of this Agreement or any breach of the terms and conditions of this Agreement by the Recipient, its officers, servants, agents, employees and Consultants or by a third party and any of its officers, servants, agents or employees where the third party entered into a Contract with the Recipient in relation to the Project;
  - (b) The ongoing operation, maintenance and repair of the Project; or
  - (c) Any omission or negligent act or misconduct of the Recipient its officers, servants, agents, employees, Contractors and Consultants or by a third party and any of its officers, servants, agents or employees where the third party entered into a Contract with the Recipient in relation to the Project.

**9.4 Further Indemnification Requirements.** The following are additional requirements related to the Recipient's indemnification of Ontario:

- (a) The Recipient shall, at its own expense, to the extent requested by Ontario, participate in or conduct the defence of any proceedings against any Indemnified Party and any negotiations for their settlement;
- (b) Ontario may elect to participate in or conduct the defence of any proceeding by providing notice to the Recipient of such election without prejudice to any other rights or remedies that Ontario has under this Agreement, at law or in equity. Each Party participating in the defence shall do so by actively participating with the other's counsel;
- (c) The Recipient shall not enter into a settlement of any proceeding against an Indemnified Party unless the Recipient has obtained the prior written approval of Ontario. If the Recipient is requested by Ontario to participate in or conduct the defence of any proceeding, Ontario will cooperate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations; and
- (d) If Ontario conducts the defence of any proceedings, the Recipient shall cooperate with and assist Ontario to the fullest extent possible in the proceedings and any related settlement negotiations.

**9.5 Recipient To Require Third Parties To Indemnify Ontario.** The Recipient shall use all reasonable efforts to ensure that all third parties that the Recipient enters into a Contract with indemnify and hold harmless the Indemnified Party from and against all suits, judgments, claims, demands, expenses actions, causes of action and losses, including, without limitation, reasonable legal expenses and any claim for lien made pursuant to the *Construction Act*, R.S.O. 1990, c. C.30 (Ontario), and for any and all liability for damages to property and injury to Persons, including death, which the Indemnified Party may incur, otherwise than by reason of their own negligence or wilful misconduct, as a result of or arising out of or in relation to any breach by the Recipient of the terms of this Agreement, or the Recipient's own negligence or wilful misconduct, as a result of or arising out of or in relation to:

- (a) The performance of this Agreement or the breach of the terms of this Agreement by the Recipient, its officers, servants, employees and agents, or by a third party and any of its officers, employees servants or agents;
- (b) The ongoing operation, maintenance and repair of the Project; or
- (c) Any omission or other wilful or negligent act of the Recipient, a third party or their respective employees, officers, servants or agents.

The Recipient shall also use commercially reasonable efforts to ensure that the terms and conditions set out under section 9.4 of this Agreement are included in any Contracts that the Recipient enters into with any third party. The Recipient further agrees to take and implement any reasonable direction from Ontario in relation to the enforcement or assertion of this section 9.5 of the Agreement as against any third party.

**9.6 Recipient To Limit Heads Of Damage As Against Ontario In Contracts With Third Parties.** The Recipient shall use commercially reasonable efforts to include in the Recipient's Contracts with any third party a provision that provides notwithstanding anything else, and in no event whatsoever, shall Ontario be liable to the third party for any incidental, indirect, special or consequential damage or any loss of use, revenue or profit which the Indemnified Party may incur as a result of anything under or related in any way to this Agreement or the Project in tort, contract or otherwise. The Recipient agrees to take and implement any reasonable direction from Ontario in relation to the enforcement of this section 9.6 of the Agreement as against any third party.

## SECTION 10

### Acquisition of Goods and Services

- 10.1 Acquisition.** Despite anything else contained in this Agreement, the Recipient shall ensure that all goods and services purchased with any Funds being provided under this Agreement are purchased or acquired in a fair and transparent manner and at competitive prices that are no greater than fair market value after deducting trade discounts and/or any other discounts available to the Recipient.
- 10.2 Ontario Not Responsible For Claims Under Tender/Bidding Process.** Without limiting the generality of section 9.1 of this Agreement, Ontario shall not be responsible for any claim arising from the tender and bidding process in relation to any Project in which Funds are directed.
- 10.3 Competitive Procurement Process.** The Recipient shall acquire and manage its equipment, services and supplies, including any construction component, required for any Project in which Funds are directed through a transparent and fair process that promotes the best value for the Funds expended. Without limiting the generality of the foregoing, where the Recipient is a municipal entity to which the *Municipal Act, 2001*, S.O. 2001, c. 25 (Ontario) is applicable, the Recipient shall follow its procurement policies as required under the *Municipal Act, 2001*, S.O. 2001, c. 25 (Ontario). Where the Recipient is a Local Services Board or any other entity not covered by the *Municipal Act, 2001*, S.O. 2001, c. 25 (Ontario), the Recipient shall ensure that for equipment, services and supplies, the estimated costs of which exceed twenty-five thousand dollars (\$25,000.00), the Recipient obtains at least three (3) written quotes unless Ontario gives prior written approval. The requirement for a competitive process under this section 10.2 of the Agreement may be waived with prior written approval by Ontario, if:
- (a) The equipment, services or supplies the Recipient is purchasing is specialized and is not readily available; or
  - (b) The Recipient has researched the market for a similar purchase within the last two (2) years and knows prevailing market costs for the equipment, services or supplies purchased.
- 10.4 BPSAA.** For the purposes of clarity, if the Recipient is subject to the *BPSAA* and there is a conflict between any of the requirements of this Agreement and the requirements of the *BPSAA*, the *BPSAA* shall apply.
- 10.5 Contracts.** The Recipient shall ensure that all Contracts:
- (a) Are consistent with this Agreement;
  - (b) Do not conflict with this Agreement;
  - (c) Incorporate the relevant provisions of this Agreement to the fullest extent possible;
  - (d) Are managed in a way that is transparent, competitive and consistent with value for money principles
  - (e) Require that any third parties thereto comply with all Requirements of Law; and
  - (f) Authorize Ontario to collect, use and disclose in accordance with the Requirements of Law information and data gathered by the third party in connection with Project, perform audits of the third party and monitor the Project as Ontario sees fit.
- 10.6 Costs Of Contracts Not Awarded In Compliance With This Section May Be Deemed Ineligible.** If Ontario determines that the Recipient has awarded a Contract in a manner that is not in compliance with this section 10 of the Agreement, Ontario may, upon written

notification to the Recipient, deem the costs associated with the Contract as being ineligible for payment from the Funds.

**10.7 Recipient To Keep Records Of Contracts.** The Recipient shall keep and maintain proper and accurate accounts and records, including, but not limited to, all Contracts, invoices, statements, receipts and vouchers in relation to the Project for a period of at least seven (7) years after the Term of this Agreement.

**10.8 Trade Agreements.** If the Recipient is subject to any provincial or federal trade agreements to which Ontario is a party, the Recipient shall comply with the applicable requirements of such trade agreements.

## **SECTION 11**

### **Indigenous Consultation**

**11.1 Provision Of Funds Dependent Upon Ontario Meeting Its Duty To Consult Obligations.** The Recipient hereby acknowledges and agrees that the provision of Funds under Milestones #2 and #3 of the Milestone Payment Schedule found under section C.4.1 of this Agreement, is strictly conditional upon completion of consultation with any Indigenous Community, where applicable as determined in Ontario's sole discretion.

**11.2 Recipient is Ontario's Delegate For Purposes Of Consultation With Indigenous Communities.** By entering into this Agreement, the Recipient agrees Ontario may delegate the procedural aspects of any consultation obligations Ontario may have in relation to the provision of Funds to the Recipient as set out in the Delegation Letter and Schedule "E" of this Agreement. The Recipient, by signing this Agreement, accepts any delegation made by Ontario by a Delegation Letter and agrees to act diligently as Ontario's delegate so as to preserve the Honour of the Crown in relation to any consultation obligations Ontario may have in relation to the provision of Funds.

**11.3 Recipient's Obligations In Relation To Consultations.** The Recipient shall:

- (a) Be responsible for consulting with any Indigenous Community identified by Ontario as being owed the Duty to Consult on behalf of Ontario in accordance with the Delegation Letter and Schedule "E" of this Agreement;
- (b) Take directions from Ontario in relation to consulting with any Indigenous Community as well as any other directions Ontario may issue in relation to the Duty to Consult; and
- (c) Provide a detailed description of the Recipient's consultation with any Indigenous Community as set out under Schedule "G" of this Agreement.

**11.4 No Acknowledgment Of Duty To Consult Obligations.** Nothing in this Agreement shall be construed as an admission, acknowledgment, agreement or concession by Ontario, that Ontario has a Duty to Consult in relation to the provision of Funds, nor that any responsibility set out herein is, under the Constitution of Canada, necessarily a mandatory aspect or requirement of the Duty to Consult, nor that a particular aspect of consultation referred to in section 11.2 hereof is an aspect of the Duty to Consult that could not have been delegated to the Recipient.

### **SECTION 11.1.0**

#### **limitation of liability – duty to consult**

**11.1.1 Funds not indicator of a Discharge of Duty to Consult.** The Parties agree the provision of

Funds by Ontario shall not be construed as an indication of the satisfaction by, and shall not relieve, the Recipient of any obligation it may have to undertake engagement, consultation and/or accommodation with Indigenous Communities in relation to the Project.

**11.1.2 Limitation of Liability for Ontario.** The Recipient agrees that Ontario shall not be liable to the Recipient for, and the Recipient hereby releases Ontario in respect of, any injury, loss, expense, delay or costs incurred or suffered by the Recipient as a result of any direct or indirect acts or omissions by any Person or party, including, without limitation, any acts or omissions of Ontario or those for whom it is responsible at law, that disrupts, stops or otherwise interferes with the Recipient's ability to perform its obligations pursuant to the Agreement.

**11.1.3 Limitation as Estoppel.** The foregoing limitation of liability and release extends to any disruption, stoppage or other interference arising out of any legal action, court order, directive, settlement, roadblock, strike, labour action, or any other occurrence. This section 11.1.3 and section 11.1.2 may be pleaded as an estoppel in any court of law by Ontario.

## **SECTION 12**

### **Communications**

**12.1 Recipient To Follow Communications Protocol.** The Recipient shall follow the Communications Protocol set out under Schedule "F" of this Agreement.

## **SECTION 13**

### **Reports**

**13.1 Reports.** The Recipient shall submit the Reports set out in Schedule "G" of this Agreement in accordance with the dates set out for each of those Reports set out in Schedule "G" of the Agreement. The Recipient shall follow such reasonable administrative procedures as Ontario may specify from time to time.

**13.2 Additional Reports Upon Request.** The Recipient shall, upon Ontario's request in writing, collect such information and provide such additional reports as Ontario may specify from time to time during the Term of this Agreement. The Recipient shall provide any additional reports within ten (10) Business Days of the request, unless the request provides otherwise.

**13.3 Compliance Attestation.** The Recipient shall provide a compliance attestation that is signed by the Recipient's Administrative Officer/Clerk or Treasurer for any reports required under sections 13.1 and 13.2 of this Agreement.

## **SECTION 14**

### **Records, Inspection, Audits and the Provision of Information**

**14.1 Record Retention.** The Recipient:

- (a) Shall keep and maintain all financial records, receipts, invoices and other financially-related documents relating to any Funds or otherwise in relation to the Project in a manner consistent with generally accepted accounting principles and clerical practices, and shall maintain such records and keep them available for review by Ontario for a period of seven (7) years from the Expiration Date of this Agreement; and
- (b) Shall maintain all non-financial documents and records relating to any Funds or

otherwise to the Project, including any records it receives about the people it serves, in a confidential manner consistent with all Requirements of Law.

**14.2 Ontario May Inspect Recipient's Premises And Projects' Premises At Any Time.**

Ontario reserves the right to inspect the Recipient's premises and any premises of the Project at any time as it relates to the provision of any Funds under this Agreement. Without limiting the generality of the foregoing, the Recipient hereby authorizes Ontario, its employees and agents, including the Auditor General, to, upon twenty-four (24) hours' written notice and during normal business hours, enter the Recipient's premises to review the status of the Project and to copy any financial records, invoices and other financially-related documents, including all Contracts the Recipient has entered into in relation to the Project.

**14.3 Audits.** Ontario may, at its own expense, conduct audits of the Project. Ontario may require the assistance of an external auditor to carry out an audit. If so, Ontario shall be responsible for retaining the external auditor.

**14.4 Auditor General.** The Auditor General may, at the Auditor General's cost, conduct an audit with respect to the use of any Funds under this Agreement. For the purposes of facilitating such an audit, the Recipient shall release to Ontario upon request and in a timely manner, for the purpose of releasing to the Auditor General:

- (a) All records held by the Recipient, or by agents or Contractors of the Recipient relating to this Agreement and/or the use of the Funds; and
- (b) Such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General, may request relating to any part of this Agreement or the use of the Funds.

**14.5 Information.** The Recipient shall supply to Ontario, within ten (10) Business Days of receiving a written request, such information in respect of this Agreement or the Project as Ontario requests unless the request provides otherwise.

**14.6 Provision Of Information Is A True Condition Precedent.** If, in the opinion of Ontario, any of the information requirements of this Agreement are not met, Ontario may in its sole and absolute discretion, and despite section 5.2 and Part C.4 of Schedule "C" of this Agreement, require the information as a condition precedent to the payment of any Funds under this Agreement without liability, costs or penalty.

## SECTION 15 Default and Termination

**15.1 Events Of Default.** Ontario may, acting in a reasonable manner, without liability, cost or penalty and without prejudice to any other rights or remedies of Ontario under this Agreement or at law or in equity, terminate this Agreement immediately upon giving written notice to the Recipient where:

- (a) In the opinion of Ontario:
  - (i) The Recipient has provided false or misleading information to Ontario;
  - (ii) The Recipient breaches a material term or condition of this Agreement, where materiality is to be determined by Ontario, in its sole and absolute discretion, acting reasonably and has failed to cure or remedy the breach of this Agreement within 30 days of receiving written notice of the breach from Ontario;

- (iii) The Recipient breaches a material term or condition of any other funding agreement it has with Ontario, where materiality is to be determined by Ontario, in its sole and absolute discretion, acting reasonably and has failed to cure or remedy the breach of the other funding agreement within 30 days of receiving written notice of the breach from Ontario;
- (iv) The Recipient is unable to continue with the Project or the Recipient is likely to discontinue the Project;
- (v) A material adverse change occurs such that the viability of a Recipient as a going concern is threatened; or,
- (vi) the Recipient brings an action or seeks compensation from Ontario in respect of any matter to which the release and limitation of liability described in section 11.1.0 of this Agreement.

**15.2 Remedies On Default.** Despite any other rights Ontario has under this Agreement, if an Event of Default has occurred, Ontario shall have the following remedies:

- (a) Ontario shall not have to provide any further Funds under this Agreement;
- (b) Ontario may, at its option, terminate this Agreement immediately after any notice period expires or may, in its sole and absolute discretion, Adjust the Funds, including a demand to return all Funds provided under this Agreement;
- (c) Ontario may avail itself of any of its legal remedies that it may deem appropriate.

**15.3 Additional Remedies.** In addition to the remedies described in section 15.2 of this Agreement, Ontario may commence such legal action or proceedings as it, in its sole and absolute discretion, may deem expedient, without any additional notice under this Agreement. The rights and remedies of Ontario hereunder are cumulative and in addition to, and not in substitution for, all other rights or remedies otherwise available to Ontario at law, equity or under statute.

**15.4 Waiver Of Event Of Default Must Be In Writing.** Ontario may, in its sole and absolute discretion, at any time, waive any above-mentioned Event of Default which may have occurred provided that no such waiver shall extend to, or be taken in any manner whatsoever to affect, any subsequent Event of Default or the right to remedies resulting therefrom, and that no such waiver shall be, or shall be deemed to constitute, a waiver of such Event of Default unless such waiver is in writing from Ontario. Ontario may also impose conditions on any waiver it provides under this section 15.4 of the Agreement.

**15.5 Ontario's Discretion To Terminate Agreement.** Despite anything else contained in this Agreement, Ontario may, without liability, cost or penalty and without prejudice to any other rights or remedies Ontario may have under this Agreement or at law or in equity terminate this Agreement at any time upon one hundred and eighty (180) days' notice to the Recipient, provided it acts reasonably in doing so.

**15.6 Termination Of Agreement For Circumstances Beyond The Control Of A Party.** Neither Party shall be liable for damages caused by delay or failure to perform its obligations under this Agreement where such delay or failure is caused by an event beyond its reasonable control. Should the event last more than ninety (90) Business Days, this Agreement shall terminate and the process set out under section 15.5 of this Agreement shall be followed, with any necessary modifications.

**15.7 Date of Termination.** In the event of termination pursuant to this section 15 of the Agreement, the effective date of termination shall be the last day of the notice period, the last day of any subsequent notice period or immediately, whichever applies.

## SECTION 16

### General Provisions

- 16.1 Terms Binding.** The Recipient shall take all reasonable measures to ensure that its officers, directors, partners, employees, agents, third party Contractors shall be bound to observe all of the terms and conditions of this Agreement, including, but not limited to all of the covenants, representations and warranties set out herein.
- 16.2 Representatives May Bind Parties.** The Parties represent and warrant that their respective representatives have the authority to legally bind them to the extent permissible by the Requirements of Law.
- 16.3 Further Assurances.** The Parties agree to do or cause to be done all acts or things necessary to implement and carry into effect this Agreement to its full extent.
- 16.4 Agreement Binding.** This Agreement shall inure to the benefit of and be binding upon the Parties, their successors, executors, administrators, heirs and their permitted assigns.
- 16.5 Waivers In Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the notice provisions set out in section 16.19 of this Agreement. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply. For greater certainty, where Ontario chooses to waive a term or condition of the Agreement, such waiver shall only be binding if provided by a Person who indicates in writing that he or she has specific authority to provide such a waiver.
- 16.6 Tolerance Of Indulgence Of Breach Not A Waiver.** Any failure by Ontario to insist in one or more instances upon strict performance by the Recipient of any of the terms or conditions of this Agreement shall not be construed as a waiver by Ontario of its rights to require strict performance of any such terms or conditions, and the obligations of the Recipient with respect to such performance shall continue in full force and effect.
- 16.7 Time Is Of The Essence.** In the performance and observance of the terms and conditions of this Agreement, time is of the essence and no extension or variation of this Agreement shall operate as a waiver of this provision.
- 16.8 Severability.** If any term or condition of this Agreement, or the application thereof to the Parties or to any Persons or circumstances, is to any extent invalid or unenforceable, the remainder of the Agreement, and the application of such term or condition to the Parties, Persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.
- 16.9 No Assignment Of Agreement.** The Recipient shall not assign this Agreement to any other Person unless Ontario agrees to the assignment in writing. Ontario may impose any terms or conditions.
- 16.10 Amendment.** The Agreement may only be amended by a written agreement duly executed by the Parties.
- 16.11 Joint Authorship Of Agreement.** The Parties shall be considered joint authors of this Agreement and no provision herein shall be interpreted against one Party by the other Party because of authorship. No Party shall seek to avoid a provision herein because of its authorship through recourse to a third party, court, tribunal or arbitrator.

**16.12 *Parties Independent.*** The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of Ontario and the Recipient shall not take any actions that could establish or imply such a relationship.

**16.13 *Recipient Cannot Represent Ontario.*** The provision of any Funds to the Recipient pursuant to this Agreement is for the sole purpose of, and is limited to, allowing the Recipient to carry out the Project. The Recipient represents, warrants and agrees that under no circumstances shall it enter into any contract or commitment in the name of or on behalf of Ontario. The Recipient acknowledges and agrees that it is not by the terms and conditions of this Agreement or otherwise granted any right or authority to assume or to create any obligations or responsibility, express or implied, on behalf of or in the name of Ontario, to act as an agent of Ontario or to bind Ontario in any manner whatsoever other than as specifically provided under this Agreement.

**16.14 *Recipient's Consultants/Contractors.*** Ontario acknowledges and recognizes that, in connection with the carrying out the Project, the Recipient may engage one or more Consultants or Contractors. Ontario acknowledges and agrees that the Recipient shall have the sole authority and responsibility for such employees, agents, Consultants or Contractors, including the hiring and termination. The Recipient acknowledges and agrees that the Recipient shall be responsible for all acts and actions of the Recipient's employees, agents, Consultants and Contractors and that all such acts and actions shall be treated as actions of the Recipient for the purposes of this Agreement.

**16.15 *Lobbyists And Agent Fees.*** The Recipient represents and warrants:

- (a) Any Person hired by the Recipient to speak or correspond with any employee or other Person representing Ontario concerning any matter relating to any Funds under this Agreement or any benefit hereunder is registered, if required to register, pursuant to the *Lobbyists Registration Act, 1998*, S.O. 1998, c. 27, Sched.;
- (b) It has not and will not make a payment or other compensation to any legal entity that is contingent upon or is calculated upon the provision of any Funds hereunder or negotiating the whole or any part of the terms and/or conditions of this Agreement; and
- (c) No money from the Government of Ontario was used to lobby or otherwise secure the provision of any Funds hereunder.

**16.16 *Debt Owning To His Majesty The King In Right Of Ontario.*** Any payment that the Recipient is required to make under this Agreement shall constitute a debt due and owing to His Majesty the King in Right of Ontario and the Recipient shall pay the amount to Ontario immediately upon written demand unless Ontario directs otherwise.

**16.17 *His Majesty the King In Right Of Ontario May Charge Interest.*** His Majesty the King in Right of Ontario may charge the Recipient interest on any monies owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

**16.18 *Set-Off By Ontario.*** In the event that the Recipient is indebted to His Majesty the King in Right of Ontario under this Agreement, Ontario may set-off that debt against any amounts payable to the Recipient by His Majesty the King in Right of Ontario. This right of set-off is in addition to any rights of set-off it has under the *Financial Administration Act*, R.S.O. 1990, c. F.12 (Ontario) or the *Financial Administration Act*, R.S.C., 1985, c. F-11 (Canada).

**16.19 *Notice And Service Of Documents Under Agreement.*** Notices shall be in writing and shall be delivered by postage-prepaid mail, personal delivery, or Email transmission and shall be

addressed to Ontario and the Recipient respectively, as set out in Part B.5 of Schedule "B" of this Agreement.

Notice shall be deemed to have been received:

- (a) In the case of postage-prepaid mail, five (5) Business Days after such notice is mailed; or
- (b) In the case of personal delivery, or Email transmission, one (1) Business Day after such notice is delivered to the other Party.

In the event of a postal disruption, notices shall be given by personal delivery, facsimile transmission or Email transmission. Unless the Parties expressly agree in writing to additional methods of notices, notices may only be provided by the method(s) contemplated in this section 16.19 of the Agreement.

The Parties agree that for the purposes of this section 16.19 of the Agreement, the name(s) of the individuals may be changed without amending the Agreement through the Party making the change providing written notice to the other Party of said change.

**16.20 Governing Law.** This Agreement and the rights, obligations and relations of the Parties shall 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 in connection with this Agreement shall be conducted in Ontario.

**16.21 Agreement Executed In Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together, shall constitute one and the same agreement.

**16.22 Entire Agreement.** This Agreement, including its Schedules, embodies the entire Agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations or agreements. No prior document, discussion, negotiation, provision undertaking or agreement in relation to the subject matter of this Agreement has any legal effect. No representation or warranty, whether express, implied or otherwise, has been made by Ontario to the Recipient except as expressly set out in this Agreement.

**16.23 Survival.** The provisions of this Agreement that by their nature survive the expiration or early termination of this Agreement shall so survive. Without limiting the generality of the foregoing, the provisions that shall survive the termination or expiration of this Agreement for a period of seven (7) years from the Expiration Date or termination of this Agreement, whichever occurs first, include: sections 1, 3 to 6, 9, 11 and 13 to 15; subsections 2.2, 10.7, 16.4, 16.5, 16.6, 16.8, 16.10 to 16.12, and 16.16 to 16.23; Parts B.5 and B.6 of Schedule "B" of this Agreement and Schedules "E" and "F"; along with all cross-referenced provisions within the foregoing sections, subsections and Schedules.

**[REST OF PAGE INTENTIONALLY LEFT BLANK]**

**IN WITNESS WHEREOF** the Parties have executed this Agreement on the dates set out below.

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO,**  
as represented by the Minister of Transportation

\_\_\_\_\_  
Name:  
Title: Minister

\_\_\_\_\_  
Date

I have the authority to bind the Crown.

**TOWNSHIP OF WELLINGTON NORTH**

Name:  
Title: Mayor

\_\_\_\_\_  
Date

AFFIX CORPORATE  
SEAL

\_\_\_\_\_  
Name:  
Title: Chief Administrative Officer (CAO) /or Clerk

\_\_\_\_\_  
Date

I/We have the authority to bind the Recipient.

## **SCHEDULE "A"**

### **Project Description**

**Application Project Name:** Main Street Connecting Link Resurfacing

**Approved Project Name:** Resurfacing of Main Street (Highway 6) (Mount Forest)

**Project Description:** The project is for the full-width resurfacing of Main Street (mill & repave with 50mm hot mix HL3), the installation of a Type B PXO at King St, and the upgrading of the existing Wellington St and Sligo Rd traffic signals (new controllers; video sensors). It would include the resurfacing of six full intersections. The work would also include: select repairs of curb; storm sewer repairs (to be identified by completing CCTV inspection); select base asphalt repairs (to be identified at time of construction); replace manhole lids with autostable type lids; tack coating; line painting. Consideration will be given to also incorporating a Stress Absorbing Membrane Interlayer (SAMI) in the resurfacing project, to help mitigate the degree and occurrence of crack propagation into the new surface asphalt layer.

**Project Description Details (from Application):** The project is for the full-width resurfacing of Main Street (mill & repave with 50mm hot mix HL3), the installation of a Type B PXO at King St, and the upgrading of the existing Wellington St and Sligo Rd traffic signals (new controllers; video sensors). It would include the resurfacing of six full intersections. The work would also include: select repairs of curb; storm sewer repairs (to be identified by completing CCTV inspection); select base asphalt repairs (to be identified at time of construction); replace manhole lids with autostable type lids; tack coating; line painting. Consideration will be given to also incorporating a Stress Absorbing Membrane Interlayer (SAMI) in the resurfacing project, to help mitigate the degree and occurrence of crack propagation into the new surface asphalt layer. This resurfacing project is proposed to be completed in 2025. See the enclosed Project Proposal document for more details and a cost breakdown.

## SCHEDULE "B"

### Operational Requirements Under The Agreement

#### Part B.1 – Effective Date Of Agreement

**B.1.1 Effective Date Of Agreement.** The Effective Date of this Agreement is the date in which the Province signs the Agreement.

#### Part B.2 – Insurance Requirements

**B.2.1 Insurance Requirements.** The Recipient or its agent(s) shall have no less than two million dollars (\$2,000,000.00) in general commercial liability insurance per occurrence.

#### Part B.3 – Project Completion Date

**B.3.1 Project Completion Date.** The Project shall be completed no later than December 31, 2025. For clarity this means Substantial Completion must have occurred and the project construction Work must have been completed.

#### Part B.4 – Expiration Date

**B.4.1 Expiration Date Of Agreement.** Unless this Agreement is terminated earlier, this Agreement shall expire on March 31, 2026.

#### Part B.5 – Notice and Contact

**B.5.1 Notice And Contact Information.** Notices under this Agreement shall be sent in accordance to the following:

|  |   |
|--|---|
| <p>To Ontario:<br/>Ministry of Transportation<br/>Operations Office<br/>301 St. Paul Street, 2nd Floor<br/>St. Catharines, Ontario<br/>L2R 7R4</p> <p>Attention: Program Coordinator,<br/>Connecting Links Program<br/>Telephone: 289-241-8354<br/>Fax: 905-704-2777<br/>Email: CLProgram@ontario.ca</p> | <p>To Recipient:<br/>Township of<br/>Wellington North<br/>7490 Sideroad 7 Road West/Ouest<br/>Kenilworth, Ontario<br/>N0G 2E0</p> <p>Attention: Brooke Lambert,<br/>Chief Administrative Officer<br/>Telephone: 519-848-3620 X4225<br/>Fax: 519-848-3228<br/>Email: blambert@wellington-north.com</p> |
|--|---|

Any Notice not sent in accordance with the above shall be deemed to not constitute proper Notice under the Agreement.

**Part B.6 – Asset Retention Period**

**B.6.1 Recipient To Notify Ontario Before Disposal Of Assets Purchased With Funds Under Agreement.** The Recipient shall notify Ontario in writing of any disposal of assets purchased by the Funds at least one hundred and eighty (180) Business Days in advance of the disposition. Except where the disposal of an asset is after the five (5) year asset retention period identified in B.6.2, the Recipient shall not dispose of any assets purchased, constructed, rehabilitated, or improved by the Funds without the prior written consent of Ontario.

**B.6.2 Asset Retention Period.** The Recipient shall retain any asset purchased, rehabilitated or built with Funds under this Agreement for a period of five (5) years from the date that the Project is completed.

**[REST OF PAGE INTENTIONALLY LEFT BLANK]**

## **SCHEDULE "C"**

### **Financial Information For The Project**

#### **Part C.1 – Maximum Funds**

**C.1.1 Ontario's Maximum Funds Under Agreement.** Subject to the terms and conditions of this Agreement, Ontario shall provide the Recipient with an amount up to One Million Six Hundred Fifty-One Thousand Seven Hundred Eleven Dollars (\$1,651,711) in Funds for Eligible Costs for the Project. The Recipient acknowledges that the Funds available to it pursuant to the Agreement shall not exceed the Maximum Funds.

**Project's Estimated Total Net Eligible Costs: \$1,835,234.00**  
**(Original budget from application)**

#### **Percentage of Provincial Support**

The Percentage of Provincial Support is fixed at 90(%) for the Term of the Agreement.

The percentage noted above is rounded to a whole number. Note that for payment purposes the percentage is calculated to 10 decimal places and is based on the Maximum Funds against the Project's Estimated Total Net Eligible Costs as provided above.

**"Total Net Eligible Costs"** means all direct costs that are, in Ontario's sole and absolute discretion, properly and reasonably incurred no earlier than April 1, 2025 and prior to the Project Completion Date by the Recipient under a contract for goods or services necessary for the implementation of the Project, as more particularly described in part D.1 – Eligible Costs of this Schedule "B", less any HST rebate or any other rebates the Recipient has received, will receive or is eligible to receive from any government source.

#### **Part C.2 – Holdback**

**C.2.1 Holdback.** Ontario may hold back up to fifteen (15) percent from any payment of any Funds under this Agreement. Ontario may retain this holdback until it has approved the Recipient's Final Report, upon after which Ontario shall pay the holdback to the Recipient.

#### **Part C.3 – End of Funds Date**

**C.3.1 End of Funds Date.** Despite anything else contained in this Agreement, Ontario shall not provide any Funds to the Recipient for the Project after March 31, 2026.

#### **Part C.4 – Payment Of Funds**

**C.4.1 Payment Of Funds.** Ontario shall pay, subject to the terms and conditions of the Agreement, to the Recipient the Funds in accordance with the following:

**MILESTONE PAYMENT SCHEDULE**

| <b>MILESTONE PAYMENT</b>   | <b>AMOUNT</b>  | <b>REQUIRED DOCUMENTATION</b>   |
|--|--|---|
| <b>Milestone 1:</b><br>Upon receipt and acceptance by MTO of first Contract Award Report to initiate project.  | An amount up to fifty percent (50%) of the Maximum Funds   | <b>Contract Award Report</b><br><br>Must be submitted within fifteen (15) Business Days of a council resolution and no later than June 30, 2025.  |
| <b>Milestone 2:</b><br>Upon receipt and acceptance by MTO of the Substantial Completion Report and upon completion of consultation with any Indigenous Community, where applicable as determined in Ontario's sole discretion. | An amount up to eighty-five percent (85%) of either<br><br>(i) The Maximum Funds, less the amount paid at Milestone 1; <b>or</b><br><br>(i) An amount calculated by multiplying the percentage of Maximum Funds against the Recipient's Total Net Eligible Costs, less the amount paid at Milestone 1.   | <b>Substantial Completion Report</b><br><br>Within fifteen (15) Business Days of the Project Completion Date set out in Part B.3 of Schedule "B" of the Agreement (no later than December 31 <sup>st</sup> of the Fiscal Year of Project Completion). |
| <b>Milestone 3:</b><br>Upon receipt and acceptance by MTO of the Final Report and upon completion of consultation with any Indigenous Community, where applicable as determined in Ontario's sole discretion.                  | Using the same method of calculation as in Milestone 2,<br><br>(i) The balance of the Funds, if any, to the limit of the Maximum Funds, <b>or</b><br><br>(ii) The balance, if any, of the Funds calculated by multiplying the Percentage of Provincial Support against the Recipient's Total Net Eligible Costs as certified in the Final Report, whichever aggregate amount is smaller. | <b>Final Report</b><br><br>Within sixty (60) Business Days of the Project Completion or no later than March 8 of the Fiscal Year of Project Completion.   |

**Part C.5 – Limit On Ontario's Contribution Under Agreement**

**C.5.1 Limit On Provincial Contribution Under Agreement.** Despite anything else contained in this Agreement, Ontario's total contribution toward the Project shall not exceed ninety percent (90%) of the Project's total Eligible Costs.

## **SCHEDULE "D"** **Eligible And Ineligible Costs**

### **Part D.1 – Eligible Costs**

**D.1.1 Eligible Costs.** Subject to the terms and conditions of this Agreement and Part D.2 of this Schedule "D" of the Agreement, Eligible Costs shall only include all direct and incremental costs that are attributable to the development and implementation of the Project and are in Ontario's sole and absolute discretion, properly and reasonably incurred as well as necessary for the Project. Eligible Costs must also be actual, verifiable cash outlays to third party vendors that are documented through invoices, receipts or other records that is acceptable to Ontario.

Without limiting the generality of the foregoing, Eligible Costs shall only include the following:

- (a) The capital costs of constructing, rehabilitating, replacing or improving, in whole or in part, the tangible core infrastructure asset noted in the Project Description in Schedule A;
- (b) The Scope of Eligible Work as described in the Connecting Links Program Guide;
- (c) All planning and assessment costs, such as the costs of environmental planning, surveying, engineering, architectural supervision, testing and management consulting services;
- (d) The costs for permits, approvals, licences and other authorizing documents, as well as inspections and other fees directly attributable to obtaining a permit, approval, license or other authorizing document, provided those costs are directly attributable to the construction and implementation of Project,
- (e) The costs for consulting with an Indigenous Community, including the Recipient's legal fees, provided they are reasonable, on matters pertaining to the Project, including the translation of documents into languages spoken by the affected Indigenous Community, but does not include any capacity funding unless specifically approved by Ontario in writing prior to being incurred;
- (f) The costs of Project-related signage, lighting, Project markings and utility adjustments;
- (g) The costs of joint communication activities, such as press releases, press conferences, translation and road signage recognition, as described in Schedule "F" of this Agreement; and
- (h) Other costs that are, in Ontario's sole and absolute discretion, direct, incremental and necessary for the successful implementation of the Project, provided those costs have been approved by Ontario in writing prior to being incurred.

### **Part D.2 – Ineligible Costs**

**D.2.1 Ineligible Costs.** The following costs are Ineligible Costs and are therefore ineligible for funding under this Agreement:

- (a) Costs incurred prior to April 1, 2025 or after the Project Completion Date;
- (b) Costs associated with the acquisition or leasing of:
  - (i) Land,
  - (ii) Buildings,
  - (iii) Equipment,
  - (iv) Other facilities, and
  - (v) Obtaining easements, including costs or expenses for surveys, and includes real estate fees and other related costs;

- (c) Financial charges, legal fees, other than those association with consultation with Indigenous Communities (provided such legal fees are reasonable), loan and interest payments
- (d) The value of any goods and services which are received through donations or in kind;
- (e) Employee wages and benefits, overhead costs as well as other direct or indirect operating, maintenance and administrative costs incurred by the Recipient for the Project, and more specifically, but without limiting the generality of the foregoing, costs relating to services delivered directly by permanent employees of the Recipient;
- (f) Meal, hospitality or incidental costs or expenses of Consultants;
- (g) Costs associated with completing applications for the Connecting Links Program; and
- (h) Any costs of Accommodation for any Indigenous Community unless specifically approved by Ontario in writing prior to being incurred.

**D.2.2 Harmonized Sales Tax.** Any portion of the Harmonized Sales Tax that is refundable by the Canada Revenue Agency as an input tax credit or as a rebate shall be deemed to be an Ineligible Cost. Any portion of the Provincial Sales Tax that is refundable by the respective provincial tax authority shall be deemed to be an Ineligible Cost.

**D.2.3 Costs Of Non-Arm's Length Parties.** The costs or expenses of goods or services acquired from parties that are not Arm's Length from the Recipient must be valued at the cost of the supplying entity and shall not include any mark up for profit, return on investment or overhead costs and shall not exceed fair market value. Ontario may not consider the eligibility of any of these costs unless access is provided to the relevant records of the supplying entity.

**[REST OF PAGE INTENTIONALLY LEFT BLANK]**

## SCHEDULE "E"

### Aboriginal Consultation Requirements

#### Part E.1 – Purpose

**E.1.1 Purpose.** This Schedule sets out the responsibilities of the Recipient in relation to consultation with Indigenous Communities on the provision of Funds, and to delegate procedural aspects of consultation from Ontario to the Recipient.

#### Part E.2 – Responsibilities of the Recipient

**E.2.1 Recipient's Responsibilities.** If the Recipient is delegated the procedural aspects of the Duty to Consult through a Delegation Letter, the Recipient is responsible for:

- (a) Giving notice to the Indigenous Communities regarding the Project as identified in the Delegation Letter, if such notice has not already been given by the Recipient or Ontario;
- (b) Immediately notifying Ontario of contact by any Indigenous Communities regarding the Project and advising of the details of the same;
- (c) Informing the Indigenous Communities of the regulatory and approval processes that apply to the Project of which the Recipient is aware after reasonable inquiry;
- (d) Making all reasonable efforts to build a positive relationship with the Indigenous Communities in relation to the Project;
- (e) If appropriate, providing reasonable financial assistance to Indigenous Communities to permit effective participation in consultation processes for the Project, but only after consulting with Ontario in accordance with D.1.1(e);
- (f) Answering any reasonable questions to the extent of the Recipient's ability and receiving comments from the Indigenous Communities, maintaining summary documentation showing the issues raised by the Indigenous Communities and any responses the Recipient has provided;
- (g) Where an Indigenous Community asks questions regarding the Project directly of Ontario, providing Ontario with the information reasonably necessary to answer the inquiry, upon Ontario's request;
- (h) Where appropriate, discussing with the Indigenous Communities potential accommodation, including mitigation of potential impacts on established or asserted Aboriginal or treaty rights regarding the Project and reporting to Ontario any comments or questions from the Indigenous Communities that relate to potential accommodation or mitigation of potential impacts;
- (i) Consulting regularly with Ontario during all discussions with Indigenous Communities regarding accommodation measures, if applicable, and presenting to Ontario the results of such discussions prior to implementing any applicable accommodation measures; and
- (j) Complying with any other responsibilities set out in the Delegation Letter.

**E.2.2 Recipient Shall Keep Records And Share Information.** The Recipient shall carry out the following functions in relation to record keeping, information sharing and reporting to Ontario:

- (a) Provide to Ontario, upon request, complete and accurate copies of all documents provided to the Indigenous Communities in relation to the Project;
- (b) Keep reasonable business records of all its activities in relation to consultation and provide Ontario with complete and accurate copies of such records upon request;
- (c) Provide Ontario with timely notice of any Recipient mailings to, or Recipient meetings with, the representatives of any Indigenous Community in relation to the Project;
- (d) Immediately notify Ontario of any contact by any Indigenous Communities regarding the Project and provide copies to Ontario of any documentation received from Indigenous Communities;
- (e) Advise Ontario in a timely manner of any potential adverse impact of the Project on Aboriginal or treaty rights or asserted rights of which it becomes aware;
- (f) Immediately notify Ontario if any Indigenous archaeological resources are discovered in the course of the Project;
- (g) Provide Ontario with summary reports or briefings on all of its activities in relation to consultation with Indigenous Communities, as may be requested by Ontario; and
- (h) If applicable, advise Ontario if the Recipient and an Indigenous Community propose to enter into an agreement directed at mitigating or compensating for any impacts of the Project on Aboriginal or treaty rights or asserted rights.

**E.2.3 Recipient Shall Assist Ontario.** The Recipient shall, upon request lend assistance to Ontario by filing records and other appropriate evidence of the activities undertaken both by Ontario and by the Recipient in consulting with Indigenous Communities in relation to the Project, attending any regulatory or other hearings, and making both written and oral submissions, as appropriate, regarding the fulfillment of the Duty to Consult by Ontario, to the relevant regulatory or judicial decision-makers.

**E.2.4 Indigenous Consultation Plan.** Based on the scope and nature of the Project, Ontario may require the Recipient, in consultation with Ontario, to develop and comply with an Indigenous consultation plan ("Indigenous Consultation Plan"). If Ontario provides Notice to the Recipient that an Indigenous Consultation Plan is required, the Recipient will, within the timelines provided in the Notice, provide Ontario with a copy of the Indigenous Consultation Plan.

**E.2.5 Changes to the Plan.** The Recipient agrees that Ontario, in its sole discretion and from time to time, may require the Recipient to make changes to the Indigenous Consultation Plan.

**E.2.6 Indigenous Consultation Records.** If consultation with Indigenous Communities is required, the Recipient will maintain an Indigenous consultation record and provide such record to the Ontario, and any update to it, as part of its reporting to Ontario under this Agreement.

**Part E.3 – General**

**E.3.1 No Substitution.** This Schedule shall be construed consistently with but does not substitute for any requirements or procedures in relation to Indigenous consultation or the Duty to Consult that may be imposed by a ministry, board, Crown Agency, or other regulatory decision-maker acting pursuant to laws and regulations. Such decision-makers may have additional obligations or requirements.

**Part E.4 – Notice and Contact**

**E.4.1 Notices In Relation To Schedule.** All notices to Ontario pertaining to this Schedule shall be in writing and shall be sent to the Person identified under Part B.5 of Schedule B.

**[REST OF PAGE INTENTIONALLY LEFT BLANK]**

## **SCHEDULE "F"**

### **Communications Protocol**

#### **Part F.1 – Introduction**

**F.1.1 Purpose of Communications Protocol.** This Communications Protocol (Protocol) outlines the respective responsibilities and the working relationship between the Parties to this Agreement as they relate to all communications by the Parties regarding funding received in relation to the Project.

**F.1.2 Application of Communications Protocol.** This Protocol applies to all communications activities related to any funding the Recipient receives under this Agreement. Communications activities may include, but are not limited to:

- Project signage
- Media events and announcements, including news conferences, public announcements, official events or ceremonies, news releases
- Printed materials
- Websites
- Photo compilations
- Award programs
- Awareness campaigns

#### **Part F.2 – Project Signage**

**F.2.1 Project Signage:** The Recipient shall, at Ontario's request, provide acknowledgement of the provincial contribution to the Project. Sign design, content and installation guidelines will be provided by Ontario.

**F.2.2. Permanent Plaque.** Where the Recipient decides to install a permanent plaque or other suitable marker with respect to a Project, it must recognize the provincial contribution to the Project and be approved by Ontario prior to installation.

**F.2.3 Installation of Signage.** The Recipient is responsible for the production and installation of Project signage, unless otherwise agreed upon in writing prior to the installation of the signage.

#### **Part F.3 – Media Events**

**F.3.1 Requesting Media Events.** The Recipient or Ontario may request a media event, announcement or recognition of key milestones related to Project. In requesting a media event or an announcement, the Party requesting the event will provide at least twenty (20) Business Days' notice to the other Party of its intention to undertake such an event. The event will take place at a date and location that is mutually agreed to by the Parties. The Parties will have the opportunity to participate in such events through a designed representative. Each participant will choose its designated representative.

**F.3.2 Approval Of Communications.** All joint communications material related to media events and announcements must be approved by Ontario and recognize the funding provided by Ontario.

**F.3.3 Media Events.** Media events and announcements include but are not limited to:

- News conferences
- Public announcements
- Official events or ceremonies
- News releases

**Part F.4 – Printed Materials, Website, Photo Compilations, Award Programs And Awareness Campaigns**

**F.4.1 Messaging About Project.** With prior consultation with Ontario, the Recipient may include messaging in its own communications products and activities with regards to the Project. When undertaking such activities, the Recipient shall provide the opportunity for Ontario to participate and shall recognize the funding provided by Ontario.

**Part F.5 – Issues Management**

**F.5.1 Sharing Information.** The Recipient shall share information promptly with Ontario should significant emerging media, Project or stakeholder issues relating to a Project arise. Ontario will advise Recipients, when appropriate, about media inquiries concerning the Project.

**Part F.6 – Communicating Success Stories**

**F.6.1 Communicating About Project.** The Recipient agrees to communicate with Ontario for the purposes of collaborating on communications activities and products including but not limited to success stories and features relating to the Project.

**F.6.2 Ontario's Right To Publicize Information About Project.** The Recipient acknowledges and agrees that Ontario may publicize information about the Project. Ontario agrees it will use reasonable efforts to consult with the Recipient about Ontario's publication about the Project prior to making it.

**Part F.7 - Disclaimer**

**F.7.1 Disclaimer.** If the Recipient publishes any material of any kind relating to the Project or the Connecting Links Program, the Recipient shall indicate in the material that the views expressed in the material are the views of the Recipient and do not necessarily reflect Ontario's views.

**[REST OF PAGE INTENTIONALLY LEFT BLANK]**

## SCHEDULE "G"

### Reporting Requirements

#### Part G.1 – Reports Requirements

The following Reports are to be provided in full in the corresponding format provided hereafter and with such content as is satisfactory to Ontario:

|    | Name of Report and Details Required  | Due Date  |
|----|--|---|
| 1. | <b>Contract Award Report</b> - a Report from council including a resolution or bylaw authorizing the award of the first contract to initiate the Project.  | Within fifteen (15) Business Days of a council resolution and no later than June 30, 2025.  |
| 2. | <b>Revised Budget Report</b> must be based on tenders awarded to complete the Project including:<br>(i) first contract for Project as part of the Milestone 1 Report, (ii) after award for detail design (if not first contract), and (iii) after award of construction.<br>The Recipient shall use the form set out in Part G.2 of Schedule "G" of the Agreement. | Within fifteen (15) Business Days of a council resolution authorizing the contract award.   |
| 3. | <b>Progress Report</b> - The Recipient shall use the form set out in Part G.3 of Schedule "G" of the Agreement.  | Twice a calendar year by January 15 and July 15 for the Term of the Agreement.  |
| 4. | <b>Substantial Completion Report</b> – The recipient shall use the form set out in Part G.4 along with a Revised Budget Report using the form set out in Part G.2 of Schedule "G" of the Agreement.  | Within fifteen (15) Business Days of the Project Completion Date set out in Part B.3 of Schedule "B" of the Agreement (no later than December 31 <sup>st</sup> of the Fiscal Year of Project Completion). |
| 5. | <b>Final Report</b> - including statement of final incurred eligible expenses validated by invoices and/or payment certificates. The Recipient shall use the form set out Part G.5 of Schedule "G" of the Agreement.   | Within sixty (60) Business Days of the Project Completion or no later than March 8 of the Fiscal Year of Project Completion.  |
| 6. | <b>Other Reports or information</b> as may be directed by Ontario from time to time, if any  | On or before a date directed by Ontario.  |

**SCHEDULE "G" Continued****Part G.2 – Revised Budget Report****REVISED BUDGET REPORT**

This report will contain a revised budget for the Project based on Total Net Eligible Expenses after award of (i) first contract for project as part of the Milestone 1 Report, (ii) after award for detail design (if not first contract), and (iii) after award of construction. This report should be submitted to Ontario within 15 days of award of tender.

|                                    |  |
|------------------------------------|--|
| <b>Recipient Municipality Name</b> |  |
| <b>Project Name</b>                |  |

**REVISED PROJECT COSTS**

|   | <b>ORIGINAL<br/>BUDGET<br/>(From<br/>Application)</b> | <b>REVISED<br/>BUDGET</b> | <b>VARIANCE</b> |
|---|---|---------------------------|-----------------|
| Environmental Assessment/Permits                |   |                           |                 |
| Engineering/Design                              |   |                           |                 |
| Project Management/Contract Administration      |   |                           |                 |
| Construction                                    |   |                           |                 |
| Miscellaneous                                   |   |                           |                 |
| <b>Total</b>                                    |   |                           |                 |
| <b>Less Any Actual or Potential HST Rebates</b> |   |                           |                 |
| <b>REVISED TOTAL NET ELIGIBLE COSTS</b>         |   |                           |                 |

**VARIANCE EXPLANATION**

In cases where revised costs have a variance of 15% or more than the original budget (from application), please provide an explanation. If more space required, attach additional page.

|  |
|--|
|  |
|--|

**PROJECT CERTIFICATION**

As the payment certifier or chief financial officer for my municipality [Full below]

\_\_\_\_\_, I hereby certify that the revised Project Budget figures set out above are true to the best of my knowledge, information and belief.

|                      |  |
|----------------------|--|
| <b>Signature:</b>    |  |
| <b>Name:</b>         |  |
| <b>Title:</b>        |  |
| <b>Phone Number:</b> |  |
| <b>Date:</b>         |  |

SCHEDULE "G" Continued

Part G.3 – Progress Report

PROGRESS REPORT

For projects which will be completed in one year, a progress report is due on or before July 15 of the fiscal year (April 1<sup>st</sup> to March 31<sup>st</sup>) to which this agreement applies. For projects which require two or three years to complete, this report is due twice a year on or before January 15 and July 15 each year for the term of the agreement. *Please contact your local Ministry of Transportation office should you have any questions filling in this report.*

|                             |  |
|-----------------------------|--|
| Recipient Municipality Name |  |
| Project Name                |  |

Key Dates:

| Date  | Forecasted | Actual |
|---|------------|--------|
| Total Eligible Project Costs to Date        |            |        |
| Less Any Actual or Potential HST Rebates    |            |        |
| <b>TOTAL NET ELIGIBLE COSTS to Date</b>     |            |        |
| Start Date of Detail Design (if applicable) |            |        |
| End Date of Detail Design (if applicable)   |            |        |
| Start Date of Construction (if applicable)  |            |        |
| End Date of Construction (if applicable)    |            |        |
| Substantial Completion Date                 |            |        |

| Please provide information in format below and attach to this report. |   |  |  |
|---|---|--|--|
| Description of Activities   | Activity Status (On, Ahead, or Behind Schedule) | Issues to Date and Actions Taken to Resolve Issues | Confirm Expected Completion Date of Activity |
|   |   |  |  |
|   |   |  |  |
|   |   |  |  |
|   |   |  |  |

|  |
|--|
| Other Progress to date   |
| <i>Include any communications events, and communications sent/received (oral or written) from any Aboriginal Groups, please include dates, where applicable or available</i> |
| Variance from original approved Project (if any)   |
| <i>If so, explain why and by when?</i>   |

Attestation by Authorized Official:  
I, \_\_\_\_\_ confirm that my municipality is in compliance with the terms and conditions found in the Agreement for this Project.

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

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

**SCHEDULE "G" Continued****Part G.4 – Substantial Completion****SOLEMN DECLARATION OF SUBSTANTIAL COMPLETION**

Recipient Municipality Name: \_\_\_\_\_

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

In the matter of the Agreement entered into between, His Majesty the King in right of Ontario, as represented by the Minister of Transportation and the above-noted Recipient, on \_\_\_\_\_, 20\_\_ (date) I, \_\_\_\_\_ a \_\_\_\_\_ (Registered Engineer or Architect, Municipal Official) in the Province of Ontario, do solemnly declare as follows:

1. That I am the \_\_\_\_\_ (title, department, organization), and as such have knowledge of the matters set out herein;
2. That the Work identified for the Project (above) funded through the above-mentioned Agreement \_\_\_\_\_ (has / has not) been Substantially Completed as described in Schedule C, dated \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.
3. That the value (dollar amount) of substantially completed Work on the Project, by \_\_\_\_\_, 20\_\_ (date) is \_\_\_\_\_ (dollars).
4. That the Work
  - a. was carried out by \_\_\_\_\_ (the prime contractor), between \_\_\_\_\_ (start date) and \_\_\_\_\_ (completion date);
  - b. was supervised and inspected by qualified staff;
  - c. conforms with the plans, specifications and other documentation for the Work; and
  - d. conforms with applicable environmental legislation, and appropriate mitigation measures have been implemented.

**AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the CANADA EVIDENCE ACT.**

Declared before me at the \_\_\_\_\_

Of \_\_\_\_\_

in the \_\_\_\_\_

of \_\_\_\_\_ this \_\_\_\_\_

day of \_\_\_\_\_ A.D. 20\_\_

\_\_\_\_\_ (Deponent)

\_\_\_\_\_  
**A Commissioner etc.**

*This declaration must be sworn before a commissioner for oaths, notary public or justice of the peace*

*For all invoices attached, please provide information in format below **and attach to this report.***

**SCHEDULE "G" continued****Section 3. Project Outcomes and Benefits****1. What were the objectives of your Project?** *(Select any that apply)*

- ☐ Address safety related issues
- ☐ Extend service life
- ☐ Improve pavement condition
- ☐ Improve drainage (cross-fall, curb and gutter, storm sewer, etc.)
- ☐ Improve underground infrastructure (watermain, sanitary sewer, utilities, etc.)
- ☐ Other (describe below)

**2. Describe how the Work completed achieves these objectives.** Please include quantitative information where possible e.g., extended service life in terms of additional years, improvement in road condition rating, lane-km in good condition, etc. *If required, you may attach information on separate page and attach to this report.***3. Describe any economic or other benefits of the project for your community.** *If required, you may attach information on separate page and attach to this report.***4. Please confirm that your connecting link and project improvements will be included in your asset management plan and when the updated plan will be available.**

- ☐ Yes, I confirm that our connecting link and the project improvements will be included in my municipality's updated asset management plan.

I expect our updated plan will be completed and publicly posted by: [Month]  
[Year]

|  |    |
|--|----|
|  | 20 |
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**Section 4. Indigenous Consultation**

Please provide particulars as to how the requirements have been met under Section 11 and Schedule "E" of the Agreement.

Please indicate:

Declaration required for the Project:

There have been communications from Indigenous communities and/or Indigenous archaeological resources were located with respect to this Project.

☐ Yes ☐ No

If you responded "Yes" to the above, please complete the following:

Declaration required for Project with consultation involving Indigenous communities

Notice about this Project, as well as a full Project description, was provided to the identified Indigenous communities making them aware of the opportunity to provide comments about the Project and its potential impacts on establisher or asserted Aboriginal and/or treaty rights.

☐ Yes ☐ No

A copy of any correspondence/information between the Recipient and any Indigenous communities was forwarded to the Province of Ontario.

☐ Yes ☐ No

SCHEDULE "G" continued

The Province of Ontario was made aware of any issue(s) or concern(s) identified by any Indigenous communities. ☐ Yes ☐ No

Section 5. Confidentiality, Certification and Signature

Confidentiality

Information submitted in this Final Report to Ontario will be subject to the *Freedom of Information and Protection of Privacy Act*. **Any information submitted in confidence should be clearly marked "CONFIDENTIAL" by the Recipient.** Inquiries about confidentiality should be directed to the Rural Programs Branch.

Certification

I certify that:

- 1. The Project as described in the Agreement has been completed;
- 2. The Recipient is in compliance with all of the terms and conditions of the Agreement for the Project;
- 3. Any interest earned (as noted in Section 2) has been used for Eligible Costs associated with the Project or has been or will be remitted to the Ministry; and
- 4. There have been no overpayments by Ontario or any other organization or government in relation to the Project.

The official noted below warrants that these statements are true as of the date indicated.

|                              |  |
|------------------------------|--|
| Name of Authorized Official: |  |
| TITLE:                       |  |
| Date:                        |  |

**SCHEDULE "H"**  
**Ministry of Transportation (MTO) Connecting Links Program 2025-26 Guide**

**Part H.1 – Connecting Links Program Guide**

**H.1.1 Reference.** Refer to the Connecting Links Program Guide from the Connecting Links Program grant posting that was published on ([Get funding from the Ontario government](#)) Ontario.ca from August 16, 2024, until November 13, 2024.

The Connecting Links Program Guide from the Connecting Links Program grant is as following:



**Ministry of Transportation (MTO) Connecting  
Links Program  
2025 - 2026  
  
Guide**

**August 2024**

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## Section 1 – Purpose

The Ministry of Transportation's **Connecting Links Program** provides dedicated provincial funding for road and bridge projects on designated connecting link highways.

The Connecting Links Program has been re-designed to provide a sound basis to make provincial funding decisions and ensure that provincial financial accountability and asset management requirements are met. Through a structured application process all applicants are considered in a consistent and transparent manner.

This Program Guide has been prepared to assist connecting link municipalities in completing and submitting the application. The guide includes legislation that applies to connecting links, a detailed description of the scope of work eligible for funding and the requirements for detailed information on connecting link condition and improvement needs.

Applicants are encouraged to contact their local regional office to ask any questions before submitting an application.

The ministry will review all submissions and will notify successful and unsuccessful applicants after funding decisions are made in early 2025.

Funding decisions will be based on an assessment of connecting link needs, the ministry's prioritization of submitted projects and the available budget in any year.

## Section 2 – Objectives

The objectives of the program are to make connecting link investments that:

- Address critical connecting link improvement needs;
- Extend the life of the asset;
- Are cost effective and appropriate to address the connecting link need; and
- Ensure the safe and efficient movement of provincial traffic.

The ministry will prioritize projects that best meet these objectives and focus on addressing critical and urgent connecting link needs first. The Connecting Links Program requires that municipalities submit detailed information on all connecting link road section and structures. This will enable the ministry to assess the current and future state of connecting link infrastructure and determine how to best target connecting link investments on a multi-year basis.

## Section 3 – Connecting Links Policy

Connecting links are municipal roads that connect two ends of a provincial highway through a community or to an international or interprovincial border crossing. These are critical roadways that serve provincial and municipal interests, as they carry long-distance provincial highway traffic moving through communities, as well as local traffic within the community.

Connecting links are formally designated under section 21 of the *Public Transportation and Highway Improvement Act*, R.S.O. 1990, c. P. 50 as amended. Under the Act, a connecting link remains a "highway" under the jurisdiction and control of the municipality.

Connecting links are typically under the ownership of a lower tier municipality or a single tier municipality. Where a connecting link intersects with an upper tier highway, the intersection remains under the jurisdiction and control of the upper tier municipality. These intersections are eligible for funding under the Connecting Links Program.

The Connecting Links Program provides funding for eligible capital improvement costs – not maintenance. The responsibility for maintenance of connecting links lies with the municipality. Under section 44 of the *Municipal Act*, R.S.O. 2001, the municipality that has jurisdiction over a highway or bridge must keep it in a reasonable state of repair.

Ontario has set out Minimum Maintenance Standards for municipal highways, including connecting links, under the *Municipal Act*. Ontario Regulation 239/02 provides municipalities with guidelines for maintaining municipal highways including winter maintenance, roadway and sidewalk surface condition, traffic control signal systems, regulatory and warning signs, etc.

Ontario Regulation 104/97 of the *Public Transportation and Highway Improvement Act* requires that municipalities visually inspect bridge structures with a span of greater than or equal to three metres (in the direction of traffic) at least once every two years by, or under the direction, of a professional engineer. To be eligible for the Connecting Links Program, municipalities will be required to submit a Municipal Structure Inspection report to MTO every two years for each connecting link bridge and culvert three metres or greater in length (in direction of traffic) as they are completed.

The ministry has the authority under the *Bridges Act* 1990, c. B.12, to approve connecting link bridge projects. MTO will review structure inspections on an ongoing basis and assess proposed structure projects to ensure that critical structure needs on connecting links are addressed.

Under the *Highway Traffic Act*, R.S.O. 1990, c. H.8, the ministry has the authority to approve all municipal by-laws and traffic control signals that restrict or interrupt the flow of through traffic on the connecting link highway including, but not restricted to:

- Limiting weight on bridges;
- Erection of traffic controls and pedestrian signal systems; and
- Regulating motor vehicle traffic on connecting links.

**Appendix 1** includes sections of legislation that applies to connecting links. Municipalities should consult with the ministry to ensure that necessary approvals will be in place prior to connecting link funding being granted.

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## Section 4 – Program Overview

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### Which municipalities are eligible?

The Ministry of Transportation's Connecting Links Program provides dedicated provincial funding for road and bridge projects on connecting link highways designated under the *Public Transportation and Highway Improvement Act*.

All 77 Ontario municipalities with designated connecting links are eligible for funding. Eligible municipalities and designated connecting link road sections are listed in **Appendix 2**.

A municipality with one designated link is permitted to submit one project per year. A municipality that has more than one designated connecting link may submit a maximum of two projects per year. If submitting for two projects however, each application must be for a project located on separate connecting link sections as identified in **Appendix 2**. No more than one application per connecting link section is permitted by a municipality.

### What amount of funding can be requested?

Connecting links serve both provincial and local traffic needs; therefore, a provincial-municipal cost sharing partnership is considered appropriate.

The ministry will provide funding for up to 90% of total eligible project costs. The maximum amount of funding for eligible costs is \$3 million per road project, and up to \$5 million per bridge project. Project proposals should include a detailed scope of work and cost estimates.

The applicant is required to contribute the remaining 10% of eligible project costs and pay for all ineligible project costs. The municipality cannot use capital funding from any other capital application program for the same road or bridge project funded under the Connecting Links Program.

Despite the foregoing, general formula based, or other non-application-based funding revenue received from other provincial or federal sources may be used towards a municipality's 10% contribution.

### When would funding be provided?

Once funding decisions are made, the ministry will notify successful applicants that their project has been approved for funding. Municipalities may then begin the tendering process and incur project costs starting April 1, 2025. The ministry will provide a Contribution Agreement following the Minister letter.

The execution of the Agreement is required before payments can be made. Payments will be made on a milestone basis (refer to Section 8).

## Section 5 – Project Eligibility

### What are eligible connecting links projects?

The Connecting Links Program provides funding for the design, construction, renewal, rehabilitation and replacement of connecting link infrastructure. Maintenance costs, including winter maintenance, are not eligible for funding.

Connecting Links projects may be one, two, or three years in duration. Applications for projects with a forecasted completion time greater than 3 years will not be considered. Regardless of the duration, award of the first contract related to the project must occur within the first year of the project. See Sections 8 and 9 for additional information regarding milestones.

A municipality may submit for detailed design and construction as one project; or alternatively, a municipality may submit detailed design for funding as a separate project prior to construction. In the case of the latter, however, the ministry cannot guarantee funding for the construction project in the subsequent year. Funding for the construction would be considered along with other projects submitted in the following year.

Expansion projects (road widening) resulting from general traffic growth (provincial and municipal), will be considered eligible projects. However, the costs for improvements directly related to increased traffic from new development or major expansion of an existing development continue to be the responsibility of the municipality (and/or the developer).

As noted below, land acquisition and the cost of municipal infrastructure within the connecting link right-of-way are not eligible for funding under the Connecting Links Program, such as watermains, sanitary sewers, utilities, etc.

The proposal must not include multiple projects, e.g., projects on separate roads or structures that are not connected. Proposals can include various related works such as road reconstruction and storm sewer repair; road and intersection improvements; multiple spans on one structure; and, structure replacement and approach road improvements like guiderail.

**NOTE:** The same connecting link **road or bridge** project cannot be submitted under both the Connecting Links Program and another capital application program. A municipality may, however, submit an application for **water or wastewater** work on a connecting link under another funding program. If the same **road or bridge** project is submitted under multiple capital application programs, it will become ineligible for funding under the Connecting Links program.

Projects already underway or awarded at the time of the application period will be deemed ineligible for the program.

### What project costs are eligible/ineligible for reimbursement?

Funds can be used for:

- Environmental Assessment costs
- Design/Engineering costs
- Project Management/Contract Administration costs
- Materials
- Construction

Funds cannot be used for:

- Costs incurred before project approval or after committed project completion date
- Land acquisition
- Leasing land, equipment, buildings and other facilities
- Financing charges
- Legal fees

**Appendix 3** outlines the scope of eligible work for connecting link projects with more specific requirements detailed in Annexes A-G of **Appendix 4**. MTO encourages municipalities to consider sustainable construction practices for connecting link projects as described in **Appendix 5**.

The connecting link right-of-way typically includes some municipal infrastructure that is not eligible for funding under the Connecting Links Program, such as watermains, sanitary sewers, utilities, etc. The municipality is responsible for costs related to these assets and all other ineligible items.

Municipalities should consult with MTO regional offices (listed in Section 10) to seek clarification on eligible project costs before submitting an application.

### What are the eligible project net costs?

The application form requires that the applicant indicate the eligible project net costs, which is the eligible project costs under the Connecting Links Program, *excluding the HST rebate that the municipality expects to receive*. The maximum provincial funding contribution will be 90% of the net eligible costs up to a maximum of \$3 million per road project, and up to \$5 million per bridge project. It is the applicant's responsibility to determine the HST rebate.

## Section 6 – Application Submission

The Connecting Links Program has a one-stage application process, where eligible connecting link municipalities are requested to submit specific project information through a standard application form along with supporting documents.

### Where can I obtain an application?

The information on how to submit an application is available online at: <https://www.app.grants.gov.on.ca/gr/tpcr/#/externalLogin>

For more information, please call the Program Coordinator at 289-241-8354 or reach out to your local regional Ministry of Transportation office contact, listed in Section 10 of the Program Guide. You can also send an email to the program email address: [CLProgram@ontario.ca](mailto:CLProgram@ontario.ca).

### When are applications due?

Applications are due by Wednesday, November 13<sup>th</sup>, 2024, at 5:00 p.m. Eastern Standard Time (EST).

### How are applications submitted?

#### For the 2025-2026 Connecting Links Program Year

Connecting link applications must be submitted through the Transfer Payment Ontario portal. Transfer Payment Ontario (TPON) is a web-based funding management system that provides transfer payment applicants and recipients with a self-service portal to apply for funding.

Follow the steps listed at <https://www.ontario.ca/page/get-funding-ontario-government> to access the TPON portal. This site is best viewed using the Google Chrome Browser.

You can use Transfer Payment Ontario to:

- register, complete, and submit connecting link applications for funding
- find information about other funding opportunities available to your municipality
- check the status of your active submissions.

For assistance, please contact TPON Client Care at 416-325-6691 or 1-855-216-3090 or [TPONCC@Ontario.ca](mailto:TPONCC@Ontario.ca).

Monday to Friday from 8:30 a.m. to 5:00 p.m. Eastern Standard Time. TTY/Teletypewriter (for the hearing impaired): 416-325-3408 / Toll-free: 1-800-268-7095.

## Section 7 – Project Application

Municipalities are required to complete a project application form to be eligible for connecting link funding. This will provide a consistent basis for the ministry to assess the proposed project and the municipality's multi-year connecting link needs.

In addition to the application form, municipalities must submit a council resolution (template available upon request) that:

- a) demonstrates council's support of the project identified in application;
- b) confirms that capital funding is available for the municipal contribution component;
- c) indicates that if the application is successful, that the municipality will proceed with the project in accordance with the timelines specified in the application.

| Application Section   | Requirements   |
|---|--|
| 1. Contact Information  | Municipality name, mailing address and authorized contact person (Public Works Manager, CAO, Clerk, etc.).   |
| 2. Project Information  | Project Title (include municipal road name) and Project Type (e.g., road resurfacing, road reconstruction, bridge rehabilitation or replacement). Fiscal Year of project completion.   |
| 3. Project Location   | Description of the project location (start and end points, length, width, latitude and longitude coordinates). Include a map to scale.   |
| 4. Project Description  | Description of the project outline of scope of work and provide a schedule. The outline of the scope of work should include whether in water work, excavation, ground disturbance, or site clearance is anticipated. If available, provide a detailed proposal and costs as supporting information. If a bridge project over or under a railway, include specifics such as a railway access plan or any discussions with the railway to facilitate the project.  |
| 5. Project Rationale  | How project addresses critical connecting link needs or extends the life cycle of the asset.   |
| 6. Project Innovation/<br>Sustainable Construction<br>Practices | <b>Where applicable</b> - Identify any innovative or sustainable construction practices that will be applied in the design and construction of the project that will maximize the lifecycle of the asset, demonstrate good environmental stewardship, mitigate future climate change impacts or reduce environmental or traffic impacts. Examples include: culvert re-lining instead of full culvert replacement, reduction in the use of new aggregates in asphalt, or use of higher quality asphalt materials.   |
| 7. Project Readiness  | List of any regulatory decisions, approvals, licenses, authorizations, agreements, etc., completed or required by the provincial or federal governments. Provide any additional details on work conducted or consultations undertaken to obtain approvals, agreements etc. that would expedite your project. If the project includes a traffic control signal, municipalities are required to seek MTO approval of the technical warrants for traffic signals and/or pedestrian crossings before submitting the project. Specifically address how the project complies with or will comply with the Environmental Assessment Act (e.g. Class Environmental Assessment completed, Class Environmental Assessment to be completed or project exempt from Environmental Assessment Act) |
| 8. Milestone/Timelines  | Key dates for the program including milestones for payments.   |
| 9. Timeline Risks and Mitigation Strategies                     | Risks, length of possible delay and mitigation strategies to ensure that project will be completed on schedule.  |
| 10. Project Financial Information                               | Total Project Costs, Eligible Project Costs, Provincial Funding Requested (maximum 90%) and sources for financing the municipal share of project costs (10%).  |
| 11. Project Cost Details  | Estimated project costs (including HST) by fiscal year and project activity e.g., design, construction, contract administration, etc. MTO will fund up to 90% of the Total Net Eligible Costs.   |
| 12. Construction Cost-Shared Items                              | Estimated costs for any work items to be paid for by the municipality or charged to others e.g., utilities and railway. Provide an explanation for each item.  |
| 13. Asset Management Planning                                   | Confirm that a comprehensive Asset Management Plan has been completed. If not previously submitted, or if there is updated information, provide structure inspection reports, and provide detailed information on the condition and ten year needs for all of the municipality's connecting link road sections and structures.   |
| 14. Supporting Information                                      | If available, provide a detailed Project Proposal and Costs. Indicate what studies/reports have been completed to support the project.   |
| 15. Duty to Consult Indigenous Communities                      | The Crown has a duty to consult, and where appropriate, accommodate Indigenous communities when contemplating a decision or action that has the potential to adversely impact credibly asserted or established Aboriginal or Treaty rights. The ministry requires the applicants to respond to a set of questions listed in the application form. At the ministry's own discretion, the ministry may delegate to the applicants the procedural aspects of the Crown's duty to consult.   |

| Application Section           | Requirements  |
|-------------------------------|---|
| 16. Declaration               | <p>Certification by municipal official that:</p> <ul style="list-style-type: none"> <li>• The submitted Application meets the requirements of MTO's Connecting Links Program as described in the Program Guide;</li> <li>• A comprehensive Asset Management Plan including connecting links has been completed and publicly posted;</li> <li>• The municipality will comply with the conditions that apply to designated connecting links under the Highway Traffic Act to ensure the safe and efficient movement of provincial traffic;</li> <li>• The project put forward in the application will be completed and the milestones met as stated in the Application; and</li> <li>• The Application is complete and factually accurate.</li> </ul> |
| 17. Documents to be Submitted | <p>List of documents to be submitted along with application form. Use appropriate document titles, for example:</p> <p>"Municipality Name_Application_1"</p> <p>"Municipality Name_OSIM_Structure_1",</p> <p>"Municipality Name_CL_Road Inventory"</p> <p>"Municipality Name_Project _ 1"</p>   |

## What are the Application Asset Management Plan requirements?

There are four asset management planning requirements for connecting link municipalities.

### 1. Asset Management Plan

Municipalities applying for connecting link funding must have a recently completed and publicly posted asset management plan indicating the asset condition, capital and maintenance needs, investment priorities and financial strategy for all core infrastructure which includes road, bridge, water and wastewater assets.

If the applicant has previously provided a municipal asset management and there are no updates, there is no need to resubmit the same asset management plan. If the applicant has updated the plan or if it's the first time applying to the Connecting Links Program, the applicant is required to provide access to the plan.

### 2. Connecting Link Structure Inspection

Municipalities are required to submit a Municipal Structure Inspection Manual (OSIM) or equivalent inspection report every other year for each connecting link bridge and large culvert three metres or greater in length (in the direction of traffic).

If the applicant has previously submitted all current Municipal Structure Inspection Forms, there is no need to resubmit the inspection forms. However, if there are updated inspections they should be submitted. If it's the first time applying to the Connecting Links Program, the applicant is required to provide inspection forms for all connecting link structures.

### 3. Connecting Link Asset Inventory, Conditions and Needs

Municipalities are required to submit detailed asset data on all connecting link road sections and structures (three metres or greater in length in the direction of traffic) under its jurisdiction. A map must be provided showing all connecting link road sections and structures. The map must indicate connecting link street and intersecting street names and other landmark references.

If the applicant has submitted all structure and road data within the last two-years, this information does not need to be resubmitted. However, where the information has been updated, it should be submitted. If it's the first time applying to the Connecting Links Program, the applicant is required to provide this information for all connecting link road sections and structures.

**Appendix 6** includes the specific connecting link road section and structure data that must be submitted. The applicant shall submit this information in Excel or equivalent data file(s) that the ministry can import into Excel.

### 4. Connecting Link Maintenance Plan/Strategy

Applicants are required to indicate that there is an ongoing maintenance plan or strategy for connecting links. Effective maintenance of connecting link roadway and structures is critical to prevent premature deterioration of the asset and defer the need for costly rehabilitation or reconstruction. Examples include routing and sealing of cracks to prevent water entering the pavement structure and washing bridge expansion joints on a routine basis.

Applicants are also required to indicate that there is an ongoing inspection program to assess road sections and structures using sound condition ratings such as a Pavement Condition Index or Bridge Condition Index. Applicants should describe their methodology. All applicants are required to submit this information.

## What are the requirements for Indigenous Community Consultation?

The Crown has a duty to consult, and where appropriate, accommodate Indigenous communities when contemplating a decision or action that has the potential to adversely impact credibly asserted or established Aboriginal or Treaty rights (the "duty to consult").

If triggered, the duty to consult has both informational and response components, and the Crown's duty to consult can vary widely and depends on the specific circumstances of the contemplated decision or action. The scope of the Crown's consultation obligations are determined by the strength of the claim to an asserted Aboriginal or Treaty right, and the potential impact of the proposed Crown conduct or decision on the established or asserted right.

Consultation generally involves providing timely and accessible information to the Indigenous community on the proposed Project, obtaining information from the Indigenous community on how their rights could be potentially affected if the Project were to go ahead, and determining how to address these concerns, including attempting to avoid, minimize, and/or mitigate adverse impacts on Aboriginal or Treaty rights.

Ontario has an obligation to assess whether or not the duty to consult is triggered by the funding of the Project. To assist, the application requires municipalities to indicate whether they have already consulted with Indigenous communities about the proposed Project. Applicants should identify any potential impacts to rights which may trigger the duty to consult. This includes any information about assertions or claims made to the municipality by Indigenous communities, and any concerns raised during previous consultation activities and how those were addressed. Additionally, the application requires the municipality to provide information on the characteristics of the land where the project is to take place and specific project activities and the potential for the project to adversely impact wildlife species.

The ministry will work with applicants as needed if the ministry determines that the duty to consult is triggered and may delegate the procedural aspects of the duty to consult to applicants. The ministry may assist with the consultation process where appropriate. It is expected that applicants should advise the MTO if there is a potential for the duty to consult to be triggered, and whether the applicant has already carried out consultation activities with potentially impacted Indigenous communities. Where this consultation is required, the applicant should appropriately plan and budget for this work as part of the project costs.

For more information on Ontario's duty to consult Indigenous communities, refer to the Duty to consult with Aboriginal peoples in Ontario web page at: <https://www.ontario.ca/page/duty-consult-aboriginal-peoples-ontario>.

### **How will applications be assessed?**

Projects will be assessed on the basis of:

- Project criticality based on connecting link deficiencies and/or renewal needs;
- Project urgency based on stated 10-year deficiencies and risk assessment;
- Cost-effective and appropriate project to address stated connecting link need;
- Appropriate project activities and costs under the Connecting Links Program;
- Supporting documentation: asset management plan, bridge inspection reports, detailed project proposal, engineering studies/plans, etc.; and,
- Potential coordination with adjacent, concurrent provincial highway project.

MTO will prioritize projects that best meet the objectives of the Connecting Links Program, addressing critical and urgent connecting link needs first.

Funding decisions will take into consideration the ministry's prioritization of the projects, regional connecting link needs and the available budget in any year.

### **Will a municipality be notified if its application is unsuccessful?**

Yes, both successful and unsuccessful applicants will be notified by the Ministry of Transportation after funding decisions are made. Unsuccessful municipalities are encouraged to contact their regional MTO representatives for feedback regarding their unsuccessful projects.

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## **Section 8 – Contribution Agreement**

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The Contribution Agreement is a legal agreement that outlines the rights, responsibilities and obligations of the province and the municipality and includes various Schedules, e.g., project costs, milestones/timelines, reporting requirements, etc.

MTO will notify successful applicants by Minister letter that their project has been approved for funding. Municipalities may then begin the tendering process and incur project costs starting April 1, 2025. The ministry will provide the Contribution Agreement following the

Minister letter. The execution of the Agreement is required before payments can be made.

The signatures of the Head of Council and the Minister of Transportation are necessary to execute the agreement. Municipalities are encouraged to obtain Head of Council signature and a council resolution as soon as possible. Once co-signed by the Minister, the fully executed (signed by both parties) Contribution Agreement will be available in the TPON system for municipalities to download and save for their records.

### How will the provincial funding flow?

Funding will be provided for eligible project costs on a milestone payment approach:

- Contract Award – 50%
- Substantial Completion – 35%
- Final Report – 15%

In order to be paid at these milestones it is critical that the project be completed on the submitted schedule. In the Application Form, the applicant is required to indicate the fiscal year of completion and any timeline risks, how the long the delay could be and provide mitigation strategies. Schedule risks include the time required for tendering, delays due to regulatory approvals or third party agreements, utility relocates, inclement weather, etc. If the schedule risks are significant, consideration should be given to extending the project completion over two or three years. The ministry will approve the multi-year funding on this basis.

Funded municipalities will be required to state their anticipated dates for Contract, Substantial Completion and Final Report. These milestones must be achieved by specific timelines as follows:

|                                      |   |
|--------------------------------------|---|
| Milestone 1: Award of First Contract | By June 30, 2025                            |
| Milestone 2: Substantial Completion  | By December 31 of Fiscal Year of Completion |
| Milestone 3: Final Report            | By March 8 of Fiscal Year of Completion     |

Milestone payments will be disbursed once the ministry has accepted the Milestone Report. The first payment will be made once the contribution agreement has been signed by both parties (spring/summer of 2025) and Milestone 1 has been submitted to MTO for review. The Substantial Completion and Final Report payments will be made on the basis of the actual incurred costs up to the approved funding amount. Cost overruns are not eligible for funding. Any unused funding must be returned to the Government of Ontario.

### Required Contribution Agreement Schedules

| Agreement Schedule                      | Description  |
|---|--|
| A. Project Description                  | Description of the type of project and scope of work.  |
| B. Operational Requirements             | Agreement Effective Date, Project Completion Date, Agreement Expiration Date, Insurance Requirements, etc.   |
| C. Financial Information                | Maximum Provincial Funding Amount and Provincial Contribution (90%), Milestone Payment terms, etc.   |
| D. Eligible and Ineligible Costs        | Eligible and Ineligible General Costs and Eligible Specific Project Costs under the Connecting Links Program.                                      |
| E. Indigenous Consultation Requirements | Ontario and municipal responsibilities where Indigenous community consultation is required.  |
| F. Communications Protocol              | Project Signage, Media Events, Materials/Website, Issues, etc.   |
| G. Reporting Requirements               | Reports and Due Dates – Budget Reports, Progress Reports, Declaration of Substantial Completion, Final Report, Project Outcomes and Benefits, etc. |

## Section 9 – Reporting

Municipalities will be required to provide reports over the course of the project.

| Name of Report and Details Required  | Due Date   |
|--|--|
| 1 <b>Contract Award Report</b> – a Report from council including a resolution or bylaw authorizing the award of the first contract to initiate the project. The contract award process must be in compliance with the municipality's approved procurement policy.  | Within fifteen (15) Business Days of a council resolution and no later than June 30, 2025.                                     |
| 2 <b>Revised Budget Report</b> must be based on tenders awarded to complete the Project including:<br>(i) first contract for project as part of the Milestone 1 Report,<br>(ii) after award for detail design (if not first contract), and<br>(iii) after award of construction.<br>The Recipient shall use the form set out in the Agreement. | Within fifteen (15) Business Days of a council resolution authorizing the contract award.                                      |
| 3 <b>Progress Report</b> – The Recipient shall use the form set out in the Agreement.  | Twice a year by January 15 and July 15 for the Term of the Agreement.  |
| 4 <b>Substantial Completion Report</b> – The recipient shall use the form set out in the Agreement.  | Within fifteen (15) Business Days of the Project Completion Date (no later than December 31 of the Fiscal Year of Completion). |
| 5 <b>Final Report</b> – including statement of final incurred eligible expenses validated by invoices and/or payment certificates. The Recipient shall use the form set out in the Agreement.  | Within sixty (60) Business Days of the Project Completion or no later than March 8 of the fiscal year of Project Completion.   |
| 6 <b>Other Reports or information</b> as may be directed by Ontario from time to time if any   | On or before a date directed by Ontario.   |

The Milestone 1 Report must include statement of the detailed project costs based on the contract award and report on revised budget if different from the application budget. The ministry will disburse payments based on the eligible contract award costs – not the submitted estimated projects costs.

The Progress Reports must include information on eligible costs incurred to date, remaining eligible costs to be incurred, construction milestones completed, any anticipated variances (e.g., project scope, budget or schedule) and verification of the expected completion date.

The Milestone 2 Report must include a Declaration of Substantial Completion attested to by a municipal official, e.g., Clerk or Chief Finance Officer.

The Final Report requires confirmation of project completion, statement of incurred costs supported by the submission of invoices and any variances such as project scope, budget, or schedule, etc., from the Contribution Agreement must be noted and certified by a municipal official. In addition, in the Final Report, the municipality must indicate the benefits of the connecting link improvement such as safety, extended service life, pavement condition, structures in good condition, etc. as well as any economic or other benefits of the project for the community.

Templates for a Revised Budget Report, Progress Report, Declaration of Substantial Completion, Final Report and a chart for monthly invoice tracking will be provided as Schedules in the Contribution Agreement.

Applicants must advise the ministry, in writing or email and certified by a municipal official, of any proposed variation from the approved project scope of work, costs, completion date, etc., before implementation.

## Section 10 – Information Contacts

**The deadline for the application submission is Wednesday, November 13<sup>th</sup>, 2024, at 5:00 p.m. EST.**

Questions? Call 289-241-8354 or send an email to [CLProgram@ontario.ca](mailto:CLProgram@ontario.ca).

To discuss your proposed project, please contact your local regional Ministry of Transportation office using the information below.

### Ministry of Transportation Regional Office Contacts

| MTO Region   | Contact          | Phone        | Email  |
|--------------|------------------|--------------|--|
| West         | Isaac Ferreira   | 519-859-7480 | <a href="mailto:isaac.ferreira@ontario.ca">isaac.ferreira@ontario.ca</a>     |
| Central      | Phil Iannacito   | 437-833-9431 | <a href="mailto:phil.iannacito@ontario.ca">phil.iannacito@ontario.ca</a>     |
| Eastern      | Matthew Hunter   | 613-483-0430 | <a href="mailto:matthew.hunter@ontario.ca">matthew.hunter@ontario.ca</a>     |
| Eastern      | Ian Hirschberger | 613-583-6841 | <a href="mailto:Ian.Hirschberger@ontario.ca">Ian.Hirschberger@ontario.ca</a> |
| Northeastern | Melissa Rodgers  | 705-491-5427 | <a href="mailto:melissa.rodgers@ontario.ca">melissa.rodgers@ontario.ca</a>   |
| Northeastern | Hope Renaud      | 705-492-0972 | <a href="mailto:Hope.Renaud2@ontario.ca">Hope.Renaud2@ontario.ca</a>         |
| Northwestern | John McClelland  | 807-627-1264 | <a href="mailto:john.mcclelland@ontario.ca">john.mcclelland@ontario.ca</a>   |

## Appendix 1 – Legislation Applicable to Connecting Links

### *Public Transportation and Highway Improvement Act* R.S.O. 1990, CHAPTER P.50

#### Connecting links, extensions

21. (1) The Minister may designate a highway or part of a highway as a **connecting link** between parts of the King's Highway or as an extension of the King's Highway, to be constructed and maintained by the road authority having jurisdiction over the highway or part of the highway. 1996, c. 1, Sched. M, s. 49.

#### Jurisdiction and control unchanged

- (2) A highway or part of a highway does not, by reason of its having been designated under subsection (1), become the property of the Crown, but every such highway or part of a highway remains under the jurisdiction and control of the road authority. 1996, c. 1, Sched. M, s. 49.

### *Highway Traffic Act* R.S.O. 1990, CHAPTER H.8

#### Regulations limiting weight on bridges

123. (1) The Minister may make regulations limiting the gross vehicle weight of any vehicle or any class thereof passing over a bridge forming part of the King's Highway or a highway in territory without municipal organization and notice of the limit of the weights fixed by the regulation, legibly printed, shall be posted up in a conspicuous place at each end of the bridge. R.S.O. 1990, c. H.8, s. 123 (1).

#### By-laws limiting weight on bridges

- (2) The municipality or other authority having jurisdiction over a bridge may by by-law limit the gross vehicle weight of any vehicle or any class thereof passing over the bridge, and the requirements of subsection (1) with respect to the posting up of notice apply thereto. R.S.O. 1990, c. H.8, s. 123 (2); 1996, c. 33, s. 13 (1); 2002, c. 17, Sched. F, Table.

#### Same, on connecting links

- (3) Despite subsection (2), where the bridge forms part of a highway designated as a **connecting link** under subsection 21 (1) of the *Public Transportation and Highway Improvement Act*, the by-law shall not become operative until it is approved by the Ministry. 1996, c. 33, s. 13 (2).

#### Regulations

- (4) The Minister may make regulations establishing standards to determine allowable gross vehicle weight for any vehicle or class of vehicle for the purpose of subsection (2). 1996, c. 33, s. 13 (2).

#### Traffic control signals and pedestrian control signals

144. (1) In this section:

#### Erection of traffic control signals and signal systems

- (31) Subject to subsection (31.1), no traffic control signal system or traffic control signal used in conjunction with a traffic control signal system shall be erected or installed except in accordance with an approval obtained from a person designated to give such approvals by the municipality or other authority that has jurisdiction over the highway or the intersection. 1996, c. 33, s. 14.

#### Same, on connecting links

- (31.1) No traffic control signal system or traffic control signal used in conjunction with a traffic control signal system shall be erected or installed on a highway designated as a **connecting link** under subsection 21 (1) of the *Public Transportation and Highway Improvement Act* except in accordance with an approval obtained from the Minister or an official of the Ministry authorized by the Minister to grant such approval. 1996, c. 33, s. 14.

#### Effect of by-laws

#### Inconsistent by-laws deemed repealed

195. (1) If a provision of a municipal by-law passed by the council of a municipality or a police services board for,  
(a) regulating traffic on the highways;

(b) regulating noise, fumes or smoke created by the operation of motor vehicles on the highways; or

(c) prohibiting or regulating the operation of motor vehicles or any type or class thereof on the highways,

is inconsistent with this Act or the regulations, the provision of the by-law shall be deemed to be repealed upon the inconsistency arising. R.S.O. 1990, c. H.8, s. 195 (1); 1996, c. 33, s. 15 (1); 2002, c. 17, Sched. F, Table.

(2) Repealed: 1996, c. 33, s. 15 (2).

### Approval of traffic by-laws for connecting links

(3) If the council of a municipality passes a by-law for a purpose mentioned in clause (1) (a) or (c) that affects traffic on a highway designated as a **connecting link** under subsection 21 (1) of the *Public Transportation and Highway Improvement Act*, the clerk of the municipality shall file a copy of the by-law with the Ministry within 30 days of its passing, and the by-law shall not become operative until it is approved by the Ministry. 1996, c. 33, s. 15 (2).

### Approval of traffic by-law in whole or in part

(4) Any by-law for regulating traffic on highways that is submitted to the Ministry for approval may be approved in whole or in part and, where part of a by-law is approved only, that part shall become operative. R.S.O. 1990, c. H.8, s. 195 (4).

### Withdrawal of approval by Ministry

(5) The Ministry may withdraw its approval to any by-law or any part thereof by notice sent by registered mail to the clerk of the municipality and the by-law or part thereof shall be deemed to be repealed twenty-one days after the sending of the notice. R.S.O. 1990, c. H.8, s. 195 (5).

## Bridges Act R.S.O. 1990, CHAPTER B.12

### Approval of Minister

2. (1) No person, except a municipal corporation or other authority having jurisdiction over highways, shall build, place, construct, rebuild, replace or alter a bridge or other structure over or across any river or stream or part thereof, except with the approval of the Minister of Transportation. 1996, c. 33, s. 18.

### Same

(1.1) A person who builds, places, constructs, rebuilds, replaces or alters a bridge, culvert or causeway in accordance with a work permit or an instrument granted under the *Public Lands Act* or an approval under the *Lakes and Rivers Improvement Act* is not required to obtain an approval under subsection (1). 2006, c. 19, Sched. T, s. 1.

### Same

(2) A municipality or other authority having jurisdiction over highways shall not build, place, construct, rebuild, replace or alter any bridge or other structure that forms, or will upon completion form, part of a highway that has been designated as a **connecting link** under subsection 21 (1) of the *Public Transportation and Highway Improvement Act*, except with the approval of the Minister of Transportation. 1996, c. 33, s. 18.

### Conditions of approval

(3) The Minister of Transportation may give his or her approval under subsection (1) upon receiving,

- (a) proof that the plan of the proposed bridge or structure or alterations and a surveyor's description of the site or proposed site have been deposited in the proper land registry office;
- (b) proof that notice of the application has been published for three successive weeks in *The Ontario Gazette* and in two newspapers having a general circulation in the locality where the site or proposed site of the bridge or structure is located; and
- (c) such other information or documentation as the Minister may require. 1996, c. 33, s. 18.

### Same

(4) The Minister of Transportation may give his or her approval under subsection (2) upon receiving such information or documentation as he or she may require. 1996, c. 33, s. 18.

## Appendix 2 – Municipalities with Connecting Links

| MTO Region | Municipality Name              | Community Location (if Applicable) | Provincial Highway | Connecting Link Roads   | Length in Kilometres |
|------------|--------------------------------|------------------------------------|--------------------|---|----------------------|
| Central    | Town of Halton Hills           | Acton                              | 7                  | Queen Street, Young Street, Mill Street, Main Street  | 2.80                 |
| Central    | Town of Halton Hills           | Georgetown                         | 7                  | Guelph Street, Main Street  | 5.10                 |
| Central    | Region of Niagara              | Niagara Falls                      | 420                | From Stanley Avenue to Rainbow Bridge   | 1.50                 |
| Central    | City of Barrie                 |                                    | 26                 | Bayfield Street   | 2.40                 |
| Central    | Township of Clearview          | Stayner                            | 26                 | King Street, Main Street  | 2.00                 |
| Central    | Town of Collingwood            |                                    | 26                 | Lakeshore Street, Front Street, First Street, Huron Street, Hume Street, Pretty River Parkway | 11.10                |
| Central    | Town of Innisfil               | Cookstown                          | 89                 | Queen Street, Church Street   | 1.30                 |
| Central    | Town of New Tecumseth          | Alliston                           | 89                 | Young Street, King Street, Victoria Street  | 5.30                 |
| West       | City of Brantford              |                                    | 24                 | King George Road  | 2.30                 |
| West       | Town of Saugeen Shores         | Port Elgin                         | 21                 | Goderich Street   | 4.25                 |
| West       | Town of Saugeen Shores         | Southampton                        | 21                 | Albert Street, Railway Street   | 5.55                 |
| West       | Municipality of South Bruce    | Mildmay                            | 9                  | Elora Street  | 1.85                 |
| West       | Town of South Bruce Peninsula  | Warton                             | 6                  | Berford Street  | 2.00                 |
| West       | Municipality of Chatham-Kent   | Chatham                            | 40                 | Grand Avenue East, Street Clair Street  | 7.60                 |
| West       | Municipality of Chatham-Kent   | Wallaceburg                        | 40                 | Dufferin Avenue, McNaughton Avenue, Murray Street   | 4.20                 |
| West       | Town of Shelburne              |                                    | 10                 | Owen Sound Street   | 1.20                 |
| West       | Town of Shelburne              |                                    | 89                 | Main Street   | 0.65                 |
| West       | Town of Shelburne              |                                    | 10/89              | Main Street   | 0.95                 |
| West       | Town of Aylmer                 |                                    | 3                  | Talbot Street   | 2.25                 |
| West       | City of Windsor                |                                    | 3                  | Huron Church Road   | 3.75                 |
| West       | Municipality of Grey Highlands | Markdale                           | 10                 | Toronto Street  | 1.45                 |
| West       | Municipality of Grey Highlands | Flesherton                         | 10                 | Sydenham Street, Toronto Street   | 0.55                 |
| West       | Town of The Blue Mountains     | Thornbury                          | 26                 | Arthur Street, King Street  | 2.40                 |
| West       | Township of Chatsworth         |                                    | 6                  | Garafraxa Street  | 0.55                 |
| West       | Municipality of Meaford        |                                    | 26                 | Sykes Street  | 3.45                 |
| West       | City of Owen Sound             |                                    | 26                 | Highway 26, 16th Street East  | 2.90                 |
| West       | City of Owen Sound             |                                    | 6/10               | Highways 6/10, 9th Avenue East  | 1.20                 |

| MTO Region | Municipality Name              | Community Location (if Applicable) | Provincial Highway | Connecting Link Roads  | Length in Kilometres |
|------------|--------------------------------|------------------------------------|--------------------|--|----------------------|
| West       | City of Owen Sound             |                                    | 6/21               | Highways 6/21, 10th Avenue West                              | 2.65                 |
| West       | Municipality of West Grey      | Durham                             | 6                  | Garafraxa Street   | 2.25                 |
| West       | County of Haldimand            | Cayuga                             | 3                  | Talbot Road  | 1.25                 |
| West       | County of Haldimand            | Dunnville                          | 3                  | Broad Street, George Street, Main Street                     | 4.65                 |
| West       | County of Haldimand            | Hagersville                        | 6                  | Main Street  | 1.60                 |
| West       | County of Haldimand            | Jarvis                             | 3                  | Talbot Street  | 1.65                 |
| West       | County of Haldimand            | Jarvis                             | 6                  | Main Street  | 2.30                 |
| West       | Municipality of Central Huron  | Clinton                            | 4                  | Victoria Street  | 1.30                 |
| West       | Municipality of Central Huron  | Clinton                            | 8                  | Huron Street, Ontario Street                                 | 2.10                 |
| West       | Town of Goderich               |                                    | 8                  | Toronto Street, Huron Road, Elgin Avenue                     | 2.10                 |
| West       | Town of Goderich               |                                    | 21                 | Victoria Street, Bayfield Road, Britannia Road               | 2.55                 |
| West       | Municipality of Huron East     | Seaforth                           | 8                  | Goderich Street  | 1.45                 |
| West       | Municipality of South Huron    | Exeter                             | 4                  | Main Street  | 3.15                 |
| West       | Municipality of Lambton Shores | Forest                             | 21                 | Main Street, King Street                                     | 3.55                 |
| West       | Municipality of Lambton Shores | Grand Bend                         | 21                 | Ontario Street   | 3.00                 |
| West       | Township of Lucan Biddulph     | Lucan                              | 4                  | Main Street  | 2.00                 |
| West       | County of Norfolk              | Delhi                              | 3                  | King Street, James Street                                    | 2.10                 |
| West       | County of Norfolk              | Simcoe                             | 3                  | Queensway West and East                                      | 4.00                 |
| West       | County of Norfolk              | Simcoe                             | 24                 | Norfolk Street   | 2.55                 |
| West       | Town of Tillsonburg            |                                    | 19                 | Broadway Street, Oxford Street, Simcoe Street, Vienna Street | 5.45                 |
| West       | Municipality of North Perth    | Listowel                           | 23                 | Main Street, Wallace Avenue                                  | 2.45                 |
| West       | City of Stratford              |                                    | 7                  | Erie Street  | 4.00                 |
| West       | City of Stratford              |                                    | 8                  | Huron Street   | 2.55                 |
| West       | City of Stratford              |                                    | 7/8                | Ontario Street   | 3.25                 |
| West       | Municipality of West Perth     | Mitchell                           | 8                  | Ontario Road, Huron Road                                     | 2.90                 |
| West       | Municipality of West Perth     | Mitchell                           | 23                 | Blanshard Road, Street George Street                         | 2.10                 |
| West       | Township of Centre Wellington  | Fergus                             | 6                  | St. David Street, Tower Street, Bridge Street                | 3.00                 |
| West       | City of Guelph                 |                                    | 6                  | Woolwich Street, Woodlawn Road.                              | 2.55                 |

| MTO Region | Municipality Name                    | Community Location (if Applicable) | Provincial Highway | Connecting Link Roads   | Length in Kilometres |
|------------|--------------------------------------|------------------------------------|--------------------|---|----------------------|
| West       | City of Guelph                       |                                    | 7                  | Woodlawn Road, Wellington Street, Windham Street, York Road                   | 10.00                |
| West       | Town of Minto                        | Clifford                           | 9                  | Elora Street  | 1.75                 |
| West       | Town of Minto                        | Harriston                          | 9                  | Elora Street  | 0.80                 |
| West       | Town of Minto                        | Harriston                          | 89                 | Arthur Street   | 0.50                 |
| West       | Town of Minto                        | Harriston                          | 23                 | Arthur Street   | 0.65                 |
| West       | Township of Wellington North         | Arthur                             | 6                  | Smith Street, George Street   | 1.90                 |
| West       | Township of Wellington North         | Mount Forest                       | 6                  | Main Street, Market Street  | 2.65                 |
| West       | Township of Wellington North         | Mount Forest                       | 89                 | Queen Street  | 3.15                 |
| Eastern    | Town of Bancroft                     |                                    | 28                 | Monck Road, Bridge Street   | 3.85                 |
| Eastern    | Town of Bancroft                     |                                    | 62                 | Mill Street, Hastings Street  | 7.25                 |
| Eastern    | City of Belleville                   |                                    | 62                 | North Front Street  | 2.80                 |
| Eastern    | Municipality of Centre Hastings      | Madoc                              | 62                 | Russell Street, St. Lawrence Street Durham Street                             | 2.00                 |
| Eastern    | Municipality of Marmora and Lake     |                                    | 7                  | Matthew Street  | 1.30                 |
| Eastern    | Municipality of Tweed                | Tweed                              | 37                 | Bridgewater Road, Victoria Street Georgetown Street                           | 2.10                 |
| Eastern    | Separated Town on Smiths Falls       |                                    | 15                 | Lombard Street, Beckwith Street Elmsley Street, Cornelia Street, Union Street | 4.65                 |
| Eastern    | Loyalist Township                    | Bath                               | 33                 | Main Street   | 2.75                 |
| Eastern    | Township of Havelock-Belmont-Methuen | Havelock                           | 7                  | Ottawa Street   | 1.90                 |
| Eastern    | Township of Champlain                | Vankleek Hill                      | 34                 | High Street, Queen Street   | 1.30                 |
| Eastern    | Town of Hawkesbury                   |                                    | 34                 | McGill Street, Main Street East, John Street                                  | 2.25                 |
| Eastern    | County of Prince Edward              | Bloomfield                         | 62                 | Stanley Street Main Street  | 2.80                 |
| Eastern    | County of Prince Edward              | Picton                             | 33                 | Main Street, Bridge Street  | 2.70                 |
| Eastern    | Township of Bonnechere Valley        | Eganville                          | 60                 | Bonnechere Street, Cobden Road  | 1.30                 |
| Eastern    | Township of Bonnechere Valley        | Eganville                          | 41                 | Bridge Street, Queen Street, Patrick Street Alice Street                      | 1.20                 |
| Eastern    | Township of Bonnechere Valley        | Eganville                          | 41/60              | Bonnechere Street   | 0.80                 |
| Eastern    | Township of Madawaska Valley         | Barry's Bay                        | 60                 | Opeongo Road  | 1.40                 |
| Eastern    | City of Pembroke                     |                                    | 41/148             | Pembroke Street East, McKay Street River Road, Muskrat Drive, Olympic Drive   | 6.15                 |

| MTO Region   | Municipality Name                  | Community Location (if Applicable) | Provincial Highway | Connecting Link Roads  | Length in Kilometres |
|--------------|------------------------------------|------------------------------------|--------------------|--|----------------------|
| Eastern      | Town of Renfrew                    |                                    | 60/132             | O'Brien Street Coumbes Street, Raglan Street; Highway 60 - Stewart Street; Highway 132 - Lisgar Avenue, Munro Avenue | 6.80                 |
| Eastern      | City of Cornwall                   |                                    | 138                | Brookdale Avenue   | 0.95                 |
| Eastern      | City of Cornwall                   |                                    | 138                | Route to Seaway International Bridge   | 3.80                 |
| Eastern      | City of Kawartha Lakes             | Omeme                              | 7                  | King Street  | 2.35                 |
| Northeastern | Town of Blind River                |                                    | 17                 | Causley Street from Lot 11/12 Concession 1 Township of Stricker westerly   | 4.35                 |
| Northeastern | City of Elliot Lake                |                                    | 108                | From south junction of Esten Drive South to north of the junction of Timber Road North                               | 5.80                 |
| Northeastern | Township of Hornepayne             |                                    | 631                | From junction of Second Street and Leslie Avenue easterly  | 0.80                 |
| Northeastern | Municipality of Wawa               | Michipicoten                       | 101                | From Southwest Townsite Limits easterly to East Townsite Limits  | 1.30                 |
| Northeastern | City of Sault Ste. Marie           |                                    | 550                | Second Line West from Great Northern Road westerly   | 2.21                 |
| Northeastern | City of Sault Ste. Marie           |                                    | 550B               | Carmen's Way from Second Line West to Queen Street and part of Queen Street  | 2.88                 |
| Northeastern | City of Sault Ste. Marie           |                                    | 17                 | Part of Trunk Road, Black Road, Second Line East and Great Northern Road   | 19.40                |
| Northeastern | Town of Thessalon                  |                                    | 129                | Wharncliffe Road, from junction of Highway 17 northerly  | 0.87                 |
| Northeastern | Township of Black River - Matheson |                                    | 10                 | From junction of Highway easterly  | 0.65                 |
| Northeastern | Town of Hearst                     |                                    | 11                 | Front Street from the Township Line of Way and Kendall, easterly to the East Limits of Sixth Street                  | 1.75                 |
| Northeastern | Town of Kapuskasing                |                                    | 11                 | Government Road from the West Limits of Clear Lake Road, westerly to the East Limits of Bonnieview Road              | 6.80                 |
| Northeastern | Town of Smooth Rock Falls          |                                    | 634                | Highway 634 by-pass, from junction of Highway 11 northerly to Cloutierville Road East                                | 3.40                 |
| Northeastern | City of Timmins                    | Porcupine                          | 101                | From former railway crossing in Porcupine Westerly to East Limits of Kamiskotia Road                                 | 21.35                |
| Northeastern | Township of Dysart et al           |                                    | 118                | Part of Sunnyside, Maple, Mountain and Pine Streets to South Town Limits   | 1.15                 |

| MTO Region   | Municipality Name                                 | Community Location (if Applicable) | Provincial Highway | Connecting Link Roads   | Length in Kilometres |
|--------------|---|------------------------------------|--------------------|---|----------------------|
| Northeastern | Township of Northeastern Manitoulin & The Islands | Little Current                     | 6                  | From junction of Highway 540, southerly 0.7 kilometres and from junction of Highway 540 northerly | 1.60                 |
| Northeastern | Township of Northeastern Manitoulin & The Islands | Little Current                     | 540                | From junction of Highway 6, westerly on Meredith Street then southerly on Worthington Street      | 0.95                 |
| Northeastern | Town of Mattawa                                   |                                    | 533                | First Street and Main Street from junction of Highway 17 easterly                                 | 0.95                 |
| Northeastern | City of North Bay                                 |                                    | 63                 | Trout Lake Road, from junction of Highways 11/17, easterly to Lee's Road                          | 3.35                 |
| Northeastern | Municipality of West Nipissing                    | Sturgeon Falls                     | 64                 | From junction of Highway 17, northerly  | 1.70                 |
| Northeastern | Municipality of West Nipissing                    | Sturgeon Falls                     | 17                 | Front Street from junction of Coursol Road westerly   | 2.40                 |
| Northeastern | Village of Burk's Falls                           |                                    | 520                | From South Limit of Burk's Falls to Ryerson Crescent  | 1.05                 |
| Northeastern | Municipality of Powassan                          | Trout Creek                        | 522                | From junction of Highway 522B, southerly to Barrett St  | 0.55                 |
| Northeastern | Town of Espanola                                  |                                    | 6                  | Centre Avenue from the East Town Limits northerly   | 4.10                 |
| Northeastern | Town of Kirkland Lake                             |                                    | 66                 | Government Road From Goldthorpe Drive, easterly to East Town Limits                               | 3.70                 |
| Northwestern | City of Dryden                                    |                                    | 17                 | Government Road, Grand Trunk Avenue   | 4.70                 |
| Northwestern | City of Dryden                                    |                                    | 594                | Duke Street, West River Road, Aubrey Road   | 3.90                 |
| Northwestern | Town of Fort Frances                              |                                    | 11                 | Scott Street, Rainy River Colonization Road, Mill Road  | 4.75                 |
| Northwestern | Town of Fort Frances                              |                                    | 71/11              | Kings Highway, Rainy River Colonization Road, Third Avenue, Central Avenue, Church Street         | 4.30                 |
| Northwestern | Town of Rainy River                               |                                    | 11                 | Atwood Avenue   | 2.70                 |

The following table describes in detail what items may be eligible for funding under the Connecting Links Program. References are made to Annexes which provide specific requirements to be met as a condition of funding for costs.

| Types of Work                  | Scope of Work  |
|--------------------------------|--|
| <b>Road Works</b>              | <ul style="list-style-type: none"> <li>– Sub-Grade Preparation;</li> <li>– Base and Sub-Base Construction;</li> <li>– Surfacing and resurfacing;</li> <li>– Curb and gutter, sewer covers and catch basins;</li> <li>– Replacement of items such as sidewalks, sidewalk ramps, fences, entrances, retaining walls, wheelchair curb cuts, due to grade or alignment change;</li> <li>– Alteration of entrances limited to the return of the entrance to the property line;</li> <li>– Guide rail and end treatments including steel beam guide rail and traffic barrier over 150 metres in length. Shorter sections are considered “Maintenance” and not eligible for funding;</li> <li>– Median and channelization works;</li> <li>– Boulevard paving in lieu of shouldering or sod maintenance for erosion protection;</li> <li>– Retaining walls supporting or protecting roadways;</li> <li>– Noise barriers;</li> <li>– Relocation and/or alteration of other municipal services, such as parking meters;</li> <li>– Construction of detours and temporary accesses, including costs of temporary easements, if required;</li> <li>– Traffic control measures related to construction projects; and</li> <li>– Cost of construction identification signs.</li> </ul> |
| <b>Appliances and Works</b>    | <ul style="list-style-type: none"> <li>– Relocation and/or alteration of appliances and works as defined in the <i>Public Service Works on Highways Act</i>, R.S.O. 1990, c. P.49.</li> <li>– Refer to details in <b>Annex A</b>.</li> </ul>   |
| <b>Traffic Control Devices</b> | <ul style="list-style-type: none"> <li>– Installation of new or upgrades to existing traffic control signals that are warranted, in accordance with the <i>Highway Traffic Act</i>, R.S.O. 1990, c. H.8, Regulation 626 of the <i>Highway Traffic Act</i>, and the Ministry of Transportation’s Ontario Traffic Manual, Book 12 or accessibility standards as defined in Ontario Regulation 191/11 of the <i>Accessibility for Ontarians with Disabilities Act</i>. Refer to details in <b>Annex B</b>.</li> </ul>   |
| <b>Pedestrian Signals</b>      | <ul style="list-style-type: none"> <li>– Installation of warranted Mid-Block Pedestrian Signals and pedestrian crossovers (PXO) in accordance with current <i>Highway Traffic Act</i> regulations.</li> </ul>  |
| <b>Illumination</b>            | <ul style="list-style-type: none"> <li>– Illumination at intersections with warranted traffic signals or unsignalized, full channelized, rural intersections, or at unprotected level railway crossings subject to Canadian Transportation Agency Board Order at crossing. Refer to details in <b>Annex C</b>.</li> </ul>  |
| <b>Drainage</b>                | <ul style="list-style-type: none"> <li>– Sub drain installation, open ditching, including off-take ditches and related easement costs to the nearest sufficient outlet, if included as a secondary item in a construction contract (i.e. less than 25% of total cost). All other drainage works that are considered to be “Maintenance” are not eligible for funding;</li> <li>– Concrete, asphalt and granite curbs up to the value of equivalent concrete or asphalt curbs;</li> <li>– Storm sewer installation, including pumping stations where required as detailed in <b>Annex D</b>;</li> <li>– Initial drainage construction assessments on roads. Subsequent upkeep is “Maintenance” and is not eligible for funding;</li> <li>– Stream improvements, if required, not to exceed 150 metres beyond a structure; and</li> </ul>  |

| Types of Work                                  | Scope of Work  |
|--|--|
|  | <ul style="list-style-type: none"> <li>– Culverts under 400 millimetres in diameter, if part of a construction contract, otherwise such culverts are considered to be “Maintenance” and not eligible for funding. Also, outlet sewers for underpasses, including pumping stations when required, subject to limitations as detailed in <b>Annex D</b>.</li> </ul>  |
| <b>Stormwater Management</b>                   | <ul style="list-style-type: none"> <li>– A portion of the cost of storm water detention/retention, ponds/tanks and oversized sewer pipes as detailed in <b>Annex E</b>.</li> </ul>   |
| <b>Bridges, Culverts and Grade Separations</b> | <ul style="list-style-type: none"> <li>– Structure costs for new structures, deck replacements, bridge widening, including those with warranted sidewalks, major painting, major repair of existing structures, replacement of primary bridge components such as beams or piles, installation and removal of bailey bridges and retaining walls. Where culvert installations are done individually and not as part of a construction contract, they are considered to be “Maintenance” and are not eligible for funding, except for culvert installations over 400 millimetres in equivalent circular diameter. Culvert installations over 400 millimetres are always considered to be “Construction” and may be eligible for funding, whether done individually or as part of a construction contract;</li> <li>– Outlet sewers for underpasses, including pumping stations when required, subject to limitations as detailed in <b>Annex D</b>;</li> <li>– Illumination: replacement to the equivalent of existing facilities only where necessary due to construction (see <b>Annex C</b> for details);</li> <li>– Stream improvements, if required, not to exceed 150 metres beyond a structure;</li> <li>– Stream diversion in lieu of structures, if covered by specific approval;</li> <li>– Construction and maintenance of detours in the immediate vicinity of temporary crossings; and</li> <li>– All items as applicable on the approaches for 30 metres from the outer extremities of any new bridge or culvert having an area of 4.5 square metres or more, except for railway grade separations.</li> </ul> |
| <b>Railway Crossings</b>                       | <ul style="list-style-type: none"> <li>– Crossing improvements as ordered by the Canadian Transportation Agency.</li> </ul>  |
| <b>Preservation Management</b>                 | <ul style="list-style-type: none"> <li>– The following short-term or long-term remedial capital actions, which extend the life of an existing asset by rehabilitation procedures, may be eligible for funding: <ul style="list-style-type: none"> <li>• Road surface: Continuous and Selective Paving, Routing and Sealing, Frost Heave Treatment;</li> <li>• Highway Services: Rehabilitation of intersections, interchanges;</li> <li>• Drainage: Rehabilitation of significant structures, timber culverts, concrete culverts, pipe culverts, roadway drainage;</li> <li>• Structures: Rehabilitation of bridge decks, structure piers, barrier walls and replacement of deck joints, bearings; and</li> <li>• Safety Devices: e.g., illumination, guiderail.</li> </ul> </li> </ul>  |
| <b>Detailed Design/Engineering</b>             | <ul style="list-style-type: none"> <li>– Consultant’s fees for the project design, preparation of tender package and administration of tendering process;</li> <li>– Resurfacing projects will not qualify unless it can be shown that the project required a significant amount of engineering in the opinion of the ministry;</li> <li>– Traffic counting;</li> <li>– Soils and foundation investigations;</li> <li>– Surveys and mapping, including aerial surveys; and</li> <li>– Refer to <b>Annex F</b> for a detailed scope of work.</li> </ul>   |
| <b>Contract Administration</b>                 | <ul style="list-style-type: none"> <li>– Consultant’s fees for contract administration during construction;</li> <li>– Supervision and inspections;</li> <li>– Material testing;</li> <li>– Field office rental; and</li> <li>– Refer to <b>Annex G</b> for detailed tasks and services.</li> </ul>  |

### Annex A: Appliances and Works

Where construction or improvement of a connecting link makes it necessary to alter or relocate appliances and works of an operating corporation, the cost that may be eligible for cost sharing under the terms of an applicable agreement is to be established based on the group to which the appliances and works belong.

#### Group 1

Group 1 relates to appliances and works as defined under *The Public Service Works on Highways Act*, R.S.O. 1990, c.49 s.1, i.e., poles, wires, conduits, transformers, pipes, pipe lines or any other works, structures or appliances except water mains and sewers under **Group 3** placed on or under a highway by an operating corporation. An operating corporation being defined, under the above noted statute, as a municipal corporation or commission or a company or an individual operating or using a telephone or telegraph service, or transmitting, distributing or supplying electricity or artificial or natural gas for light, heat or power.

#### Group 2

Group 2 relates to appliances and works as defined under *The Public Service Works on Highways Act*, R.S.O. 1990, c.49 s.1, i.e., poles, wires, conduits, transformers, pipes, pipe lines or any other works, structures or appliances except water mains and sewers under **Group 3** placed on or under a highway by Ontario Hydro, Bell Telephone Company, gas pipeline companies operating under Federal Charter.

#### Group 3

Group 3 relates to watermains and sanitary sewers placed on or under a highway other than storm sewers (see **Annex D**) and operated by the municipality, municipal corporation, or commission or company or individual.

### Annex B: Traffic Control Devices

The installation and improvement costs, on connecting links, of warranted traffic control signals and other approved traffic control devices, as detailed in the Ontario Traffic Manual (OTM), may be eligible for funding.

#### Traffic Control Signals

1. To qualify for funding all traffic control signal installations must comply with the OTM Book 12 and meet the warrants contained in section 4 of the manual;
2. The traffic control signals must also conform to the requirements of the *Highway Traffic Act*, R.S.O. 1990, Chapter H.8, and more specifically Regulation 626;
3. The installation should meet the technical requirements of the ministry as detailed in the Ontario Provincial Standards and Specifications;
4. Ministry approval of the traffic signal design required for all traffic control signals located on a highway designated as a connecting link as required under section 144(31.1) of the *Highway Traffic Act*;
5. The modernization of traffic control signals that were not eligible upon installation may be approved for funding by the ministry if the conditions set out under the requirements in 1. to 3. above, are met;
6. The installation of traffic control signals, as part of the construction or reconstruction of an entrance or within five years thereafter, is not eligible for funding even when the warrants are met. It is assumed the municipality will recover the cost of the installation of such traffic control signals from the owner or developer served by the entrance;
7. The installation of warranted traffic control signals at an existing entrance, more than five years after the construction or reconstruction of the entrance, is eligible for funding provided all other criteria are met;
8. The municipality agrees to maintain such other traffic controls (e.g., parking restrictions) as may, in the opinion of the ministry, be necessary to ensure the efficient operation of traffic signals and will confirm this in writing;
9. A portion of the capital costs associated with a computerized traffic management system may be eligible for funding. The needs of a traffic management system as it relates to the connecting link will dictate the amount of funding. The municipality needs to justify its request to the ministry. The ministry will review each case and approve the funding, as applicable, based on merit; and
10. New or replacements for traffic control signals and the associated appurtenances must meet accessibility standards as defined in Ontario Regulation 191/11 of the *Accessibility for Ontarians with Disabilities Act*.

### Other Traffic Control Devices that may be eligible for funding include:

1. All traffic signs defined in Books 5 and 6 of the OTM, including the French translation;
2. Illuminated signs provided that they are eligible under Books 5 and 6 of the OTM and conform to the standard sign, shape and colour;
3. All miscellaneous traffic devices defined in Book 12 of the OTM;
4. All pavement hazard and delineation markings defined in Book 11;
5. Overhead signs approved by the ministry; and
6. All signs and markings defined in Regulation 615 of the *Highway Traffic Act*.

#### Note:

- All signs and markings regarding pedestrian crossovers are expected to be moved from Regulation 615 to a new Minister's Regulation which will also include signs and markings for new pedestrian crossing devices for lower speed/ lower volume roads.
- This process is expected to be completed by the middle of 2016 provided that Bill 85, *The Strengthening and Improving Government Act*, 2015 passes in 2015.
- Guidelines for new pedestrian crossing treatment devices will be available in OTM Book 15 when the new regulation comes into force.

### Annex C: Illumination

The capital cost for the installation of illumination on connecting links at intersections may be eligible for funding under the following conditions:

1. The intersections have warranted traffic signals,
2. The intersections are unsignalized, fully channelized, and classified as rural intersections, or
3. The highway intersects an unprotected level railway crossing subject to National Transportation Agency Board Order.

A warrant for partial illumination is considered to exist for new municipal installations as follows:

1. Intersections in built-up areas (see *Highway Traffic Act*, R.S.O. 1990 c. H.8, for definition of "built-up" area) with raised medians on all approaches, separate right and left turn lanes, and 4 lanes or more on each approach;
2. Intersections in rural areas ("rural area" is an area not classified as "built-up area") where warranted traffic signals exist, or two 4 lane undivided highways meet and warrants for traffic signals are at least 80% fulfilled, or traffic is channelized by one or more islands;
3. Unprotected municipal highway/rail crossing where the National Railway Transportation Agency has authorized the installation of luminaries. The federal government share will be deducted from the total cost before calculating the funding;
4. Highway tunnels in built-up areas where the tunnel is more than 25 metres long;
5. Design levels for illumination, including materials types and luminaries selected, shall not exceed Ministry of Transportation illumination policy; and
6. Illumination necessitated by adjacent development and illumination at private or commercial entrances is the responsibility of the property owner. Funding is not applicable for the design, construction, or power for illuminating these areas.

### Annex D: Drainage

The capital cost for the installation of storm sewers on connecting links may be eligible for funding as set out below.

1. Storm sewer must be an economical alternative to the maintenance of an open ditch with numerous entrance culverts;
2. Storm sewer must be necessary in order to increase the use of an existing right-of-way for roadway purposes;
3. Storm sewer must be necessary in order to increase the traffic carrying capacity of an existing roadway by allowing for parking off the travelled way;
4. The replacement of an existing storm sewer must be for reasons of deterioration or to increase the capacity if the existing storm sewer is less than 700 millimetres diameter;
5. Only the facilities required for the drainage associated with the highway are eligible for funding;

6. Where the diameter of a storm sewer to be installed is greater than 700 millimetres, only that portion of the cost that 700 millimetres bears to the diameter of a circle of equivalent area measured in millimetres of the storm sewer installed, may be eligible for funding;
7. Where an off-take storm sewer or open ditch to an appropriate outlet is required, it may be eligible for funding under the following conditions:
  - 7.1. Where the storm sewer pipe is greater than 700 millimetres, the criterion in 6. above applies; or
  - 7.2. Where an open ditch is used, the cost eligible for funding shall be based on the same percentage that was applied to the last section of storm sewer pipe leading to the open ditch.
8. Where an adequate existing storm sewer is altered to accommodate drainage that is not eligible, such alteration is not eligible for funding;
9. Where a storm sewer on a highway under the jurisdiction of the province is designed to accommodate both the provincial highway drainage needs and those of a connecting link eligible under the Connecting Links Program, only the lesser of the municipality's share of the cost of construction or that amount calculated as in 6. above may be eligible for funding;
10. Where the municipality constructs a storm sewer that is eligible for funding and provides additional capacity for the needs of another municipality that are also eligible for funding, only the amount calculated as in 6. above may be eligible for funding;
11. Sewer covers associated with storm sewer systems may be eligible for funding. Where the outlets from the sewer cover are greater than 700 millimetres in diameter, only that portion of the cost that 700 millimetres bears to the diameter of the outlet pipe in millimetres may be eligible for funding; and
12. Where a storm sewer is installed under the provisions of the *Drainage Act*, R.S.O. 1990, Chapter D.17, the assessment made against the municipality will be eligible for funding subject to the limitations in 11 above.

## **Annex E: Stormwater Management**

The capital cost for the installation of stormwater detention facilities on connecting links may be eligible for funding as detailed below.

1. It will be the responsibility of the municipality to analyse and cost various drainage system alternatives and justify the final selection based on the most economical and environmentally responsible solution. At the request of the municipality, the ministry will provide guidance on the degree of detail required in submissions.
2. The maximum cost of a storm water management system, complete with detention components and/or combined sewer components, to be considered cannot exceed the total cost of a conventional system with continuous, separated, normal size pipes and/or ditches by more than 10% as detention facilities have greater environmental benefits than separated systems. The following provisions apply:
  - 2.1. The maximum cost of a stormwater management system is the unadjusted total cost to the municipality, not just the portion of total cost eligible for road funding;
  - 2.2. A subsystem of a larger system is acceptable for consideration; and
  - 2.3. In a combined sewer system, the cost of providing extra sewage treatment capacity to accommodate the extra flows will be included in the total cost for comparison purposes. However, this cost is not eligible for funding.
3. The eligible costs for funding of the stormwater detention system must be adjusted to pay for only that water associated with the connecting link highway.
4. For a stormwater detention facility to be considered for funding, the detention facility must be justified on the basis that a controlled release of water is necessary to prevent water damage downstream.
5. For ponds and retention tanks with pipe inlets, funding will be based on the "700 millimetres diameter rule" (refer to **Annex D**, section 6) applied to the inlet or the sum of the diameters of the inlets. If an oversized inlet is used the diameter of the first normal size upstream pipe is to be used.
6. The "700 millimetres diameter rule" will be applied to oversized pipes whose purpose is not detention.
7. Where funding is applicable for combined sewers, the capital cost is subject to the "700 millimetres diameter rule".
8. Inlet control of stormwater is accomplished by allowing stormwater to temporary pond upstream of catch basins or other outlets. The water slowly subsides as the storm passes. Inlet control, within the highway, is eligible for funding provided the maximum depth of water accumulation at the travelled edge of the roadway does not exceed 75 millimetres (designers use two-year flood), and the ponded water does not present a safety or health hazard.

## Annex F: Detailed Design/Engineering Studies

A municipality may submit for funding for detailed design/engineering as part of a proposed construction project. Alternatively, a municipality may submit for funding of detailed design/engineering as a separate project prior to construction. In the case of the latter, the ministry will not guarantee funding for the construction project in the subsequent year. Funding for the construction would be considered along with other projects submitted in the following year.

The Ministry reserves the right to assess the components of the proposed detailed design and engineering to determine what scope of work is eligible for funding under the Connecting Links Program.

Applicants choosing to submit for funding of a separate detailed design/engineering study should:

1. Where applicable, include a copy of the preliminary design/engineering report for the proposed project completed by a professional engineer;
2. Include a copy of a proposal for detailed design and engineering, with quoted costs from a professional engineer;
3. Ensure road and bridge designs are undertaken according to the applicable municipal, provincial, federal, or other standards;
4. Include the appropriate scope of work for a detailed design/engineering study. Consideration for design elements may include, but are not limited to the following:
  - Site plans
  - Horizontal and vertical control data
  - Geometric design
  - Horizontal and vertical alignments
  - Pavement design, including life-cycle costing
  - Typical cross-sections
  - Design-cross-sections
  - Earth balance design
  - Grading
  - Drainage – quality and quantity, and storm sewer design
  - Utilities locations and relocations, where applicable
  - Illumination
  - Traffic control devices
  - Electrical design
  - Hydrotechnical design
  - General arrangement drawings (structures)
  - Foundation design
  - Substructure design
  - Superstructure design
  - Barriers, railings, expansion joints, bearings, protection systems
  - Traffic control plan, staging and detours
  - Traffic signing and pavement markings
  - PHM-125 approval
  - Property requirements
5. Ensure that the detail design/engineering study will establish a comprehensive cost estimate to construct the project;
6. Develop a schedule detailing the timing for:
  - Issuing RFP for detail design/engineering study
  - Commencement of detail design/engineering study
  - Completion of detail design/engineering study
  - Proposed timing for construction

7. Provide any info on whether the DTC has been considered and/or if any consultation with appropriate Indigenous Community has taken place.

### **Annex G: Contract Administration**

It is expected that contract administration tasks will be carried out during project construction to verify:

- a) The work that was done during construction of the project;
- b) The quality of work and materials used during construction of the project, and;
- c) How much it will cost to complete construction of the project.

The contract administrator may be the municipality or a consultant retained by the municipality. Consultant's fees for contract administration services are eligible for funding. If the municipality is acting as contract administrator, the maximum amount allowable for contract administration cannot exceed 10% of total net eligible project costs.

The contract administrator will be responsible to monitor and approve any changes to the scope and costs for construction of the project. The municipality is responsible for any increase in project costs resulting from changes in the work. When changes in the work would be eligible for funding, additional funding may be considered on a case by case basis at the discretion of the ministry. The municipality shall pay all costs not approved by the ministry and all unforeseen costs of the construction work.

**Change in the work:** means the deletion, extension, increase, decrease or alteration of lines, grades, dimensions, quantities, methods, drawings, changes in the character of the work to be done or the materials of the work or part thereof, within the intended scope of the contract.

Consideration for tasks and services required for contract administration should include, but are not limited to:

- Convene and attend a pre-construction meeting(s)
- Convene and attend construction progress meetings as scheduled
- Prepare and distribute agendas and minutes for all meetings
- Respond to contractor's questions, proposals, and requests for information;
- Prepare and issue all work orders, field orders and change orders
- Prepare and certify monthly progress payment certificates
- Co-ordinate and schedule inspection and testing activities related to quality control/quality assurance for construction materials and work
- Communication of all field and laboratory test results (i.e., compaction) in a timely manner

Contract administration services tasks shall accommodate all aspects of the contract process through the Warranty Period and the Final Completion Certificate.

MTO encourages municipalities to consider innovation and the use of sustainable construction practices for Connecting Link projects.

MTO procurement practices allow the use of recycled and reclaimed materials up to the maximum limits imposed by engineering standards to ensure that such materials are not used inappropriately and do not compromise the longevity of pavements and structures.

If recycled and reclaimed materials are used appropriately, then cost savings can be achieved through conservation of resources, elimination of disposal costs and reduction in energy requirements and greenhouse gas emissions.

Ministry specifications permit recycled/reclaimed materials to be used in lieu of natural aggregates. Examples include reclaimed asphalt pavement (RAP), reclaimed concrete material (RCM), air-cooled blast furnace slag (BFS), granulated blast furnace slag, crushed glass and ceramics and roofing shingle tabs (RST).

For example, Ontario Provincial Standard Specification (OPSS) 1151 (hot mix asphalt) allows up to 40% RAP in hot mix binder courses and up to 20% RAP in premium surface courses. Aggregates for road base and sub-base (OPSS.PROV 1010) may include up to 100% RCM, up to 100% BFS, up to 40% RAP, and up to 15% crushed glass and/or ceramics.

MTO and connecting link municipalities share an interest in ensuring the durability of asphalt applied on connecting links. This can best be accomplished by applying ministry quality of material specifications used on provincial highways.

Standard Specification requirements for the properties for the various grades of Performance Graded Asphalt Cements (PGAC) are given in MTO OPSS 1101, November 2014. Connecting link municipalities should have regard to Special Provision No. 111F09M, February 23, 2015 which requires additional testing requirements (including Extended Bending Beam Rheometer) and acceptance criteria for all PGAC grades. Suppliers of PGAC must be listed as an asphalt cement supplier in MTO's Designated Sources for Materials Manual (DSM).

The additional up-front costs for more sustainable construction practices will be offset by the extended life of connecting link pavement and structures. The use of higher grade construction materials, more rigorous materials testing, contact administration, etc., are eligible for subsidy.

For more information contact your local Ministry of Transportation regional office listed in Section 10.

## Appendix 6 – Connecting Link Inventory Requirements

Applicants are required to submit an Excel file or equivalent data file for ministry import into Excel that includes the following information for road sections and structures (three metres in length or greater in direction of traffic) for all connecting links in the municipality.

This information will be used to determine the current state of connecting link infrastructure and the ten-year capital improvement needs across the province.

Two data tables are required: Table 1 below lists the road data items and Table 2 lists the structure data items to be included. Please submit only connecting link road/bridge data – no other municipal roads or structures.

**Table 1**

### Road Data Items

Highway Number

Street Name

Municipal Owner

Municipal Location (Community Name)

Section ID Number (Municipal Code)

Section From (Intersecting Street/Landmark)

Section To (Intersecting Street/Landmark)

Length (Metres)

Posted Speed

Class (Urban, Rural, or Urban/Rural)

Number of Lanes (e.g. 2 lanes, 4 lanes, 4 lanes plus median, or 4 lanes plus centre lane)

Number of Parking Spaces (if any)

Number of Traffic Signals or Pedestrian Crossings

Average Annual Daily Traffic

Average Daily Truck Traffic

Geometric Deficiencies (e.g. horizontal, vertical, intersection alignment, small culverts)

Operational Deficiencies (e.g. road width, intersection turning lane, traffic signal)

Pavement Deficiencies (e.g. pavement condition rating – documentation of method required)

Remaining Useful Life (Based on current condition – not year of construction)

Road Survey Date

Deficiency Timeline (Now, 1-5 years, or 6-10 years)

Proposed Project Improvement to address Deficiencies

Project Cost Estimate

**Table 2**

### Structure Data Items

Highway Number

Street Name

Municipal Owner

Municipal Location (Community Name)

Structure ID Number (Municipal Code)

MTO Site Number (if known)

**Structure Data Items**

Longitude Coordinates

Latitude Coordinates

Structure Category (Bridge or Culvert)

Structure Type (e.g. Deck Truss, Through Truss, etc.)

Overall Length (length in direction of traffic)

Overall Width (width perpendicular to traffic)

Number of Lanes

Posted Weight

Year of Construction

Year of Last Rehabilitation

Structural (e.g. Structure deck, joints, beams, barriers, etc.)

Functional (e.g. Number of lanes, lane width, etc.)

Bridge Connection Index (If available)

Overall Structure Condition (Good, Fair, Poor)

Remaining Useful Life (Based on current condition – not structure age)

Year of Last Inspection (Ontario Structure Inspection Manual or equivalent inspection)

Structural Deficiency Timeline (Now, 1-5 years, or 6-10 years)

Potential Reduced Weight (If the deficiency is not addressed)

Proposed Project Improvement to address Deficiencies

Project Cost Estimate

[Print Guide](#)

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

**BY-LAW NUMBER 039-2025  
RATING BY-LAW**

**BEING A BY-LAW IMPOSING SPECIAL ANNUAL DRAINAGE  
RATES UPON LAND IN RESPECT OF WHICH MONEY IS  
BORROWED UNDER THE TILE DRAINAGE ACT.**

**WHEREAS** owners of land in the municipality have applied to the Council under the Tile Drainage Act for loans for the purpose of constructing subsurface drainage works on such land;

**AND WHEREAS** the Council has, upon their application, lent the owners the total sum of \$50,000.00 to be repaid with interest by means of rates hereinafter imposed;

**BE IT THEREFORE ENACTED** by the Council:

1. That annual rates as set out in the Schedule 'A' attached be hereby imposed upon such land as described for a period of ten years, and such rates to be levied and collected in the same manner as taxes.

**READ A FINALLY PASSED THIS 23rd DAY OF JUNE, 2025 .**

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**ANDREW LENNOX,            MAYOR**

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**KARREN WALLACE, CLERK**

| Property Owner Information* |   |                | Description of Land Parcel to Which the Repayment Charge Will be Levied |                    |      |      |  | Proposed date of loan<br>(YYYY-MM-DD) | Sum to be loaned<br>\$ | Annual rate to be imposed<br>\$ |
|-----------------------------|---|----------------|---|--------------------|------|------|--|---------------------------------------|------------------------|---------------------------------|
| DEREK SMALL                 | 0 | 0              | Lot:  | N 1/2 Lot 20       | Con: | WOSR |  | 2025-Aug-01                           | \$ 50,000.00           | \$ 6,793.40                     |
| -                           | - |                |   |                    |      |      |  |                                       |                        |                                 |
| 4306 CLUBVIEW DRIVE         |   | BURLINGTON ONT | Roll #:   | 2349 000 010 03500 |      |      |  |                                       |                        |                                 |
| 0                           | 0 | 0              | Lot:  |                    | Con: |      |  |                                       |                        |                                 |
| -                           | - |                |   |                    |      |      |  |                                       |                        |                                 |
|                             |   |                | Roll #:   |                    |      |      |  |                                       |                        |                                 |
| 0                           | 0 | 0              | Lot:  |                    | Con: |      |  |                                       |                        |                                 |
| -                           | - |                |   |                    |      |      |  |                                       |                        |                                 |
|                             |   |                | Roll #:   |                    |      |      |  |                                       |                        |                                 |
| 0                           | 0 | 0              | Lot:  |                    | Con: |      |  |                                       |                        |                                 |
| -                           | - |                |   |                    |      |      |  |                                       |                        |                                 |
|                             |   |                | Roll #:   |                    |      |      |  |                                       |                        |                                 |
| 0                           | 0 | 0              | Lot:  |                    | Con: |      |  |                                       |                        |                                 |
| -                           | - |                |   |                    |      |      |  |                                       |                        |                                 |
|                             |   |                | Roll #:   |                    |      |      |  |                                       |                        |                                 |
| 0                           | 0 | 0              | Lot:  |                    | Con: |      |  |                                       |                        |                                 |
| -                           | - |                |   |                    |      |      |  |                                       |                        |                                 |
|                             |   |                | Roll #:   |                    |      |      |  |                                       |                        |                                 |
| 0                           | 0 | 0              | Lot:  |                    | Con: |      |  |                                       |                        |                                 |
| -                           | - |                |   |                    |      |      |  |                                       |                        |                                 |
|                             |   |                | Roll #:   |                    |      |      |  |                                       |                        |                                 |
| 0                           | 0 | 0              | Lot:  |                    | Con: |      |  |                                       |                        |                                 |
| -                           | - |                |   |                    |      |      |  |                                       |                        |                                 |
|                             |   |                | Roll #:   |                    |      |      |  |                                       |                        |                                 |
| 0                           | 0 | 0              | Lot:  |                    | Con: |      |  |                                       |                        |                                 |
| -                           | - |                |   |                    |      |      |  |                                       |                        |                                 |
|                             |   |                | Roll #:   |                    |      |      |  |                                       |                        |                                 |
| 0                           | 0 | 0              | Lot:  |                    | Con: |      |  |                                       |                        |                                 |
| -                           | - |                |   |                    |      |      |  |                                       |                        |                                 |
|                             |   |                | Roll #:   |                    |      |      |  |                                       |                        |                                 |
| 0                           | 0 | 0              | Lot:  |                    | Con: |      |  |                                       |                        |                                 |
| -                           | - |                |   |                    |      |      |  |                                       |                        |                                 |
|                             |   |                | Roll #:   |                    |      |      |  |                                       |                        |                                 |
| 0                           | 0 | 0              | Lot:  |                    | Con: |      |  |                                       |                        |                                 |
| -                           | - |                |   |                    |      |      |  |                                       |                        |                                 |
|                             |   |                | Roll #:   |                    |      |      |  |                                       |                        |                                 |
| 0                           | 0 | 0              | Lot:  |                    | Con: |      |  |                                       |                        |                                 |
| -                           | - |                |   |                    |      |      |  |                                       |                        |                                 |
|                             |   |                | Roll #:   |                    |      |      |  |                                       |                        |                                 |
| <b>TOTAL *</b>              |   |                |   |                    |      |      |  |                                       | \$ 50,000.00           | \$ 6,793.40                     |

\* If property is owned in partnership, all partners must be listed. If property is owned by a corporation, list the corporation's name and the name and corporate position of the authorized officer in the last blank space provided. Only the owner(s) of the property may apply for a loan.

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

**BY-LAW NUMBER 040-2025**

**A BY-LAW TO SET THE RATES FOR 2025 TAXATION AND TO  
PROVIDE FOR THE COLLECTION THEREOF.**

**AUTHORITY:** Municipal Act, 2001, S.O. 2001, Chapter 25, as amended,  
Sections 307, 308 and 312.

**WHEREAS** pursuant to Section 312 of the Municipal Act, 2001, S.O. 2001, Chapter 25, as amended, provides that the Council of a local municipality shall, each year, pass a by-law levying a separate tax rate as specified in the by-law, on the assessment in each property class;

**AND WHEREAS** the Council of the Corporation of the Township of Wellington North has passed By-law Number 112-24 to adopt the estimates of all sums required during 2025 for the purposes of the Municipality;

**AND WHEREAS** Sections 307 and 308 of the said Act require tax rates to be established in the same proportion to tax ratios;

**AND WHEREAS** the Council of the County of Wellington has passed By-law No. 5924-25 being a by-law to set tax ratios for the County of Wellington and for all local municipalities within the boundaries of the County for the year 2025 as follows:

|                       |          |
|-----------------------|----------|
| Residential/Farm      | 1.000000 |
| Multi Residential     | 1.900000 |
| New Multi Residential | 1.100000 |
| Commercial            | 1.491000 |
| Industrial            | 2.400000 |
| Landfill              | 1.940000 |
| Pipeline              | 2.250000 |
| Farmlands             | 0.250000 |
| Managed Forests       | 0.250000 |
| Aggregate Extraction  | 1.952895 |

**AND WHEREAS** the tax rates for education purposes have been prescribed by the Province of Ontario in O. Regulation 400/98, amended by O. Regulation 5/24.

**AND WHEREAS** the Council of the County of Wellington has passed By-law Number 5909-25 being a by-law to adopt the estimates for the sums required during the year 2025 for general purposes for the County and By-law Number 5925-25 to establish tax rates for the same against the local municipalities;

**AND WHEREAS** the Council of the County of Wellington, in said By-law Number 5924-25 established tax rate reductions as follows

1. the vacant land and excess land subclasses in the commercial property class is 0%
2. the vacant land and excess land subclasses in the industrial property class is 0%
3. the first class of farmland awaiting development in the residential, multi-residential, commercial or industrial property classes is 25%
4. the second class of farmland awaiting development in the residential, multi-residential, commercial or industrial property classes is 0%

**AND WHEREAS** the Assessment Roll compiled in 2024 and upon which taxes for 2025 are to be levied, was received from the Municipal Property Assessment Corporation in December, 2024, the whole of the assessment for real property, according to the said last assessment roll, is as follows:

|   |               |
|---|---------------|
| Residential/farm property class         | 1,265,253,540 |
| Residential – Shared as PIL             | 115,000       |
| Multi-residential property class        | 20,418,717    |
| New Multi-Residential property class    | 9,360,800     |
| Commercial property class – full        | 132,819,283   |
| Commercial property class – excess land | 2,064,100     |
| Commercial property class – vacant land | 1,716,700     |
| Parking Lot Taxable: Full No Support    | 50,000        |
| Industrial property class – full        | 44,511,700    |
| Industrial property class – excess land | 376,600       |
| Industrial property class – vacant land | 364,000       |
| Large Industrial property class – full  | 18,108,700    |
| Industrial Hydro property class         | 113,000       |
| Pipeline property class                 | 4,942,000     |
| Farmlands property class                | 956,870,911   |
| Managed Forest property class           | 4,049,800     |
| Commercial Small Farm Bus               | 18,000        |
| Aggregate Extraction                    | 1,533,300     |

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

1. In this by-law; "Property Classes" are as prescribed under the Assessment Act, and include the residential/farm property class, the multi-residential and new multi-residential property classes, the commercial property class and appropriate sub-classes, the industrial property class and appropriate sub-classes, the pipeline class, the farmlands property class, the managed forests property class and the landfill property class.

"Township" means the Corporation of the Township of Wellington North.

2. That the sums to be raised by means of taxation for the year 2025 be as follows:
  - a) for general municipal purposes a sum of \$10,723,018.00.
  - b) for County purposes a sum of \$13,791,462.82.
  - c) for education purposes a sum of \$4,161,584.99.
3. That there shall be levied and collected upon the whole assessment for real property, according to the last certified assessment roll, the rates of taxation for the year 2025 as set out below;

| <b>Property Class</b>            | <b>Own Purpose</b> | <b>County</b> | <b>Education</b> | <b>Total</b> |
|----------------------------------|--------------------|---------------|------------------|--------------|
| Res/Farm                         | 0.00557065         | 0.00716471    | 0.00153000       | 0.01426536   |
| Res – Shared                     | 0.00557065         | 0.00716471    | 0.00153000       | 0.01426536   |
| Multi-Res                        | 0.01058423         | 0.01361296    | 0.00153000       | 0.02572719   |
| New Multi Res                    | 0.00612771         | 0.00788118    | 0.00153000       | 0.01553889   |
| Commercial - full                | 0.00830583         | 0.01068259    | 0.00880000       | 0.02778842   |
| Commercial - excess              | 0.00830583         | 0.01068259    | 0.00880000       | 0.02778842   |
| Commercial - vacant              | 0.00830583         | 0.01068259    | 0.00880000       | 0.02778842   |
| Commercial – Small Farm Business | 0.00830583         | 0.01068259    | 0.00220000       | 0.02118842   |
| Commercial PIL                   | 0.00830583         | 0.01068259    | 0.00924236       | 0.02823078   |
| Parking Lot -Full No Support     | 0.00830583         | 0.01068259    | 0.00880000       | 0.02778842   |
| Industrial - full                | 0.01336955         | 0.01719531    | 0.00880000       | 0.03936486   |
| Industrial - excess              | 0.01336955         | 0.01719531    | 0.00880000       | 0.03936486   |
| Industrial - vacant              | 0.01336955         | 0.01719531    | 0.00880000       | 0.03936486   |
| Industrial Hydro                 | 0.01336955         | 0.01719531    | 0.00880000       | 0.03936486   |
| Industrial-Small Farm Business   | 0.01336955         | 0.01719531    | 0.00220000       | 0.03276486   |

|                      |            |            |            |            |
|----------------------|------------|------------|------------|------------|
| Landfill – PIL       | 0.01080705 | 0.01389954 | 0.00811182 | 0.03281841 |
| Large Industrial     | 0.01336955 | 0.01719531 | 0.00880000 | 0.03936486 |
| Large Indust Excess  | 0.01336955 | 0.01719531 | 0.00880000 | 0.03936486 |
| Pipeline             | 0.01253395 | 0.01612061 | 0.00880000 | 0.03745456 |
| Farmlands            | 0.00139266 | 0.00179118 | 0.00038250 | 0.00356634 |
| Managed Forests      | 0.00139266 | 0.00179118 | 0.00038250 | 0.00356634 |
| Aggregate Extraction | 0.01087889 | 0.01399193 | 0.00511000 | 0.02998081 |

4. For the Year 2025 the Township shall levy upon the assessment of the Property Classes of property owners in the former Town of Mount Forest and the former Village of Arthur, the following tax rates for Street Lighting (Municipal Levy) ;

| <u>Property Class</u>          | <u>Street Lighting</u> |
|--------------------------------|------------------------|
| Res/Farm                       | 0.00013483             |
| Res – Shared                   | 0.00013483             |
| Multi-Res                      | 0.00025617             |
| New Multi-Res                  | 0.00014831             |
| Commercial-full                | 0.00020102             |
| Commercial-excess              | 0.00020102             |
| Commercial-vacant              | 0.00020102             |
| Commercial Small Farm Business | 0.00020102             |
| Commercial PIL (CF)            | 0.00020102             |
| Parking Lot -Full No Support   | 0.00020102             |
| Industrial-full                | 0.00032358             |
| Industrial- excess             | 0.00032358             |
| Industrial-vacant              | 0.00032358             |
| Industrial Shared              | 0.00032358             |
| Industrial Small Farm Business | 0.00032358             |
| Landfill                       | 0.00026156             |
| Large Industrial               | 0.00032358             |
| Large Industrial- Excess       | 0.00032358             |
| Pipeline                       | 0.00030336             |
| Farmlands                      | 0.00003371             |
| Managed Forests                | 0.00003371             |
| Aggregate Extraction           | 0.00026330             |

5. Other local improvement and special charges including business improvement area, tile drainage loans, sewer rates, rural street lighting charges, plus any other eligible/applicable charges shall be added to the tax roll and collected in the same manner as taxation.
6. That save and except that portions of taxes and other special rates levied by the Interim Levy under Section 317 of the Municipal Act, 2001 the taxes

levied on the Residential, Farmland, Managed Forest, Pipeline, Commercial, Industrial and Multi-Residential classes, including all other rates, to be raised in 2025 shall become due and payable on the date of passing of this By-law, but may be paid in two installments as follows:

|   |                  |
|---|------------------|
| Due date of 1 <sup>st</sup> installment | August 22, 2025  |
| Due date of 2 <sup>nd</sup> installment | October 24, 2025 |

7. Taxes shall be payable by cash, cheque or debit at the Corporation of the Township of Wellington North Municipal Office, or by mail to the Municipal mailing address. Taxes are also payable at most chartered banks and financial institutions, through the Internet, by telephone banking and pre-authorized payment plan.
8. Notwithstanding the provisions of the by-law, any additional taxes payable as a result of additions to the roll pursuant to the Assessment Act, R.S.O. 1990, Chapter A.31 shall be that portion of the amount of taxes which would have been levied for the current year if the assessment had been made in the usual way, and that portion shall be in ratio that the number of days remaining the current year bears to the number 365 and shall be entered in the Collector's Roll and collected in the same manner as if the assessment had been made in the usual way.
9. That the Collector is hereby authorized to mail, deliver or cause to be mailed or delivered, the notice of taxes due to the address of the residence or place of business of the person to whom such notice is required to be given indicated on the last revised Assessment Roll.
10. That failure to receive the aforesaid notice in advance of the date for payment of any instalment does not affect the timing of default or the date from which penalty shall be imposed.
11. A penalty of one and one quarter percent (1¼%) will be imposed for non payment of taxes on the first day of each calendar month thereafter the installment due dates in which default continues until December 31, 2025.
12. On all taxes in default on January 1, 2026, interest shall be added at the rate of one and one quarter percent (1¼%) per month for each month or fraction thereof in which default continues.
13. Penalties and interest added in default shall become due and payable and shall be collected as if the same had originally been imposed and formed part of such unpaid tax levy.
14. That in accordance with Section 347(1) of the Municipal Act, S.O. 2001, c. 25, as amended, the Collector be required to apply all payments received to the outstanding penalty and/or interest first and then to that part of the taxes that has been in arrears for the greatest period of time.

15. In the event that any provision or section of this by-law is found by a court of competent jurisdiction to be ultra vires the powers of the Council of the Corporation, only such provision or section, as the case may be shall be inoperative and all other provisions and sections of this by-law shall remain in full force and effect.
16. This by-law shall come into force on and take effect upon its final passing.

***READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
THIS 23rd DAY OF JUNE, 2025 .***

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**ANDREW LENNOX, MAYOR**

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**KARREN WALLACE, CLERK**



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

## **CULTURAL MOMENT FOR JUNE 23, 2025 CELEBRATES THE SWAMP SISTERS**

Out of the mist on a moonlit night emerge two shadows making their way from the marsh into Damascus. These foreboding visions in search of men, moonshine and mayhem are fondly known as the Swamp Sisters.

They first attended the West Luther Centennial celebrations in 1981, where hands down they won the log sawing contest. However, the most remembered moment for the Sisters is when Dean Hopkins, an NHL player with the Los Angeles Kings, attended the township centennial. It is said Dean never took a check as hard as he did when one of the Swamp Sisters hit him with their purse.

During the next decade, most locals could hardly wait until the Arthur Enterprise News was in their mailbox to anxiously read the next instalment of the column 'The Damascus Road.' It was there where the report of the Sisters brightened our day.

The Sisters have a soft side. They were reported to have visited the newest senior citizen of Damascus for their birthday with a gift from the swamp - turtles.

There was also a sighting in Drain 36. One of the Swamp Sisters surprised two local residents who were out for an Easter Sunday walk. They were strolling along the edge of the drainage ditch when a canoe came out of the mist. It was gone as quickly and quietly as it had approached.

Trouble, however, was never far behind. Even during harvest season, when most were too tired for nonsense, the Sisters found time for new antics. One was rumoured to be raising large, toad-eating snakes—and letting them roam freely through neighbours' gardens.



*West Luther's highly sophisticated, extremely good looking, very shy, well mannered, always behaved Swamp Sisters made a surprise appearance at the West Luther Centennial variety show in 1981. (Jeff McKee/Arthur Enterprise News photo)*

The Luther Marsh, a sprawling 12,000-acre wetland and a vital stopover for hundreds of thousands of migrating birds, was their domain. Strange things happened there. Canada geese were seen stomping across rooftops, honking wildly. A Swamp Friend blamed it on the “quack grass” the Sisters had been feeding them.

Just at dusk on a fall Sunday evening, as the fog and the mist settled in, they were spotted sitting on the steps of the Damascus store. Soon a crowd had gathered, leery of getting too close to them. But finally, one brave soul approached within 20 feet. As she did so, the Sisters faded into the fog and mist, no doubt on their way back to the swamp.

For just over a decade, the Swamp Sisters reigned in West Luther, where they were rumoured to have control over Reeve Jack Lennox. Now, whispers stir once more. Could they rise again, this time to challenge Mayor Andy Lennox?

Only the mist knows for sure.

*Submitted by Bonny McDougall, Wellington North Cultural Roundtable*

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

**BY-LAW NUMBER 041-2025**

**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 JUNE  
23, 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 June 23, 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 23RD DAY OF JUNE, 2025.**

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**ANDREW LENNOX, MAYOR**

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**KARREN WALLACE, CLERK**