

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH  
AGENDA OF REGULAR COUNCIL MEETING – JANUARY 24, 2022 at 7:00 P.M.  
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/83561731217>

Or join by phone:

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

Webinar ID: 835 6173 1217

**PAGE  
NUMBER**

**CALLING TO ORDER**

**ADOPTION OF THE AGENDA**

Recommendation:

THAT the Agenda for the January 24, 2022 Regular Meeting of Council be accepted and passed.

**DISCLOSURE OF PECUNIARY INTEREST**

**COUNTY COUNCIL UPDATE**

Andy Lennox, Mayor

**PRESENTATIONS**

- |  |     |
|--|-----|
| 1. Maitland Valley Conservation Authority<br>Phil Beard, General Manager/Secretary-Treasurer<br>Dave Turton, Township Representative | 001 |
| • MVCA Draft Work Plan and Budget for 2022   |     |

**RECESS TO MOVE INTO PUBLIC MEETING**

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North recess the January 24, 2022 Regular Meeting of Council for the purpose of holding a Public Meeting under the Planning Act:

- Anitha Thekkedeth & Sudhir Kurup, Minor Variance
- Amos & Eileen Martin, Minor Variance

**RESUME REGULAR MEETING OF COUNCIL**

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North resume the January 24, 2022 Regular Meeting of Council at : .

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

- 1. Regular Meeting of Council, January 10, 2022 056
- 2. Public Meeting, January 10, 2022 064

Recommendation:

THAT the minutes of the Regular Meeting of Council and the Public Meeting held on January 10, 2021 be adopted as circulated.

**BUSINESS ARISING FROM PREVIOUS MEETINGS OF COUNCIL**

**ITEMS FOR CONSIDERATION**

1. MINUTES

- a. Mount Forest District Chamber of Commerce
  - Meeting Minutes, December 14, 2021 082
  - December 31, 2021 Financial Report 086

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Mount Forest District Chamber of Commerce meeting held on December 14, 2021 and the December 31, 2021 Financial Report.

- b. Arthur Chamber of Commerce, Directors Meeting, December 8, 2021 088

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Arthur Chamber of Commerce Directors Meeting held on December 8, 2021.

- c. Maitland Valley Conservation Authority, Members Meeting #10-21, November 17, 2021 090

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Maitland Valley Conservation Authority Members Meeting #10-21 held on November 17, 2021.

- d. Maitland Source Protection Authority, Meeting #4-21, June 16, 2021 094

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Maitland Source Protection Authority Meeting #4-21 dated June 16, 2021.

- e. Safe Communities Wellington County Leadership Table, November 17, 2021 096

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 November 17, 2021.

2. PLANNING

- a. Report DC 2022-002, Sobey’s Developments Limited Partnership Site Plan Agreement, 437 – 445, 503 & 515 Main St. N. 101

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report DC 2022-002 regarding the Final Approval of the Sobey’s Developments Limited Partnership Site Plan Agreement for Phase I of their development. (437 – 445, 503 & 515 Main St. N.)

- b. Planning Report, prepared by Asavari Jadhav, Junior Planner, and Matthieu Daoust, Planner, dated January 19, 2022, regarding Block 17 of Draft Plan of Subdivision 23T-18004, Part of Park Lot 4, Zoning By-law Amendment 114

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the Planning Report, prepared by Asavari Jadhav, Junior Planner, and Matthieu Daoust, Planner, dated January 19, 2022, regarding Block 17 of Draft Plan of Subdivision 23T-18004, Part of Park Lot 4, Zoning By-law Amendment

- c. Planning Report, prepared by Matthieu Daoust, Planner, dated January 19, 2022, regarding 2022 Housekeeping Amendment – Zoning By-law 66-01, Zoning By-law Amendment 118

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the Planning Report, prepared by Matthieu Daoust, Planner, dated January 19, 2022, regarding 2022 Housekeeping Amendment – Zoning By-law 66-01, Zoning By-law Amendment

3. BUILDING

- a. Report CBO 2022-01 Building Permit Review Period Ending December 31<sup>st</sup>, 2021 119

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report CBO 2022-01 being the Building Permit Review for the period ending December 31<sup>st</sup>, 2021.

4. ECONOMIC DEVELOPMENT

- a. Report EDO 2022-004 Saugeen Connects Partnership 121

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive for information Report EDO 2022-004 being an update on our Saugeen Connects partnership.

- b. Report EDO 2022-005 Senior of the Year Award Nominee 124

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report EDO 2022-005 being a report on the process to nominate a recipient for the 2022 Senior of the Year Award.

5. FINANCE

- a. Vendor Cheque Register Report, January 13, 2022 126

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the Vendor Cheque Register Report dated January 13, 2022.

6. OPERATIONS

- a. Report OPS 2022-003 being a return report on parkland in lieu 129

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report OPS 2022-003 being a return report on parkland in lieu;

AND FURTHER THAT the Council, as recommended by the Recreation, Parks and Leisure Committee, direct staff to amend the fees and charges by-law to include a “cash in lieu of parkland” fee per the following schedule: (Report RLP 2021-023)

2022	\$2,000
2023	\$4,000
2024	\$7,500
2025	Process with land valuation appraisal review

AND FURTHER THAT Council authorize the Mayor and Clerk to sign a by-law to require the conveyance of land for park or other public recreational purposes, as a condition of the development or redevelopment of land, in the Township of Wellington North;

AND FURTHER THAT Council direct staff to bring an amendment to the fees and charges by-laws related to reflect the changes above to parkland dedication fees to a future meeting of Council;

AND FURTHER THAT Council authorize the Mayor and Clerk to sign the amended fees and charges by-law.

- b. Report OPS 2022-004 being a report on the award of dust control and gravel crushing services

131

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report OPS 2022-004 being a report on the award of dust control and gravel crushing services;

AND FURTHER THAT Council award the Township’s request for quotation 2021-012 for a multi-year contract of liq. 35% CaCl<sub>2</sub> dust control services to Da-Lee Dust Control at a cost of

2022	\$0.265 / litre
2023	\$0.278 / litre
2024	\$0.292 / litre

plus applicable taxes;

AND FURTHER THAT Council award the Township’s request for quotation 2021-012 for a multi-year contract of liq. 20% Calcium Magnesium Chloride dust control services to Pollard Distribution at a cost of

2022	\$0.1075 / litre
2023	\$0.1125 / litre
2024	\$0.1200 / litre

plus applicable taxes;

AND FURTHER THAT Council award the Township’s request for quotation 2021-013 for gravel crushing services to B&B Crushing Inc. at a cost of

2022	\$2.05 / tonne
2023	\$2.10 / tonne
2024	\$2.15 / tonne

plus applicable taxes;

AND FURTHER THAT Council authorize the Director of Operations or their designate to sign any necessary agreements with the successful bidders to execute this project.

7. ADMINISTRATION

- a. Report CLK 2022-001 being a report on the New Horizons project

135

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report CLK 2022-001 being a report on the New Horizons project;

AND FURTHER THAT staff be directed to apply for a grant in 2022 to offer the program again if funding becomes available.

8. COUNCIL

- a. Association of Municipalities Ontario, October 1, 2019 submission to the Attorney General of Ontario, Towards a Reasonable Balance: Addressing growing municipal liability and insurance costs 142

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive AMO's October 1, 2019 submission to the Attorney General of Ontario, titled Towards a Reasonable Balance: Addressing growing municipal liability and insurance costs, and

Whereas municipal governments provide essential services to the residents and businesses in their communities; and

Whereas the ability to provide those services is negatively impacted by exponentially rising insurance costs; and

Whereas one driver of rising insurance costs is the legal principle of 'joint and several liability,' which assigns disproportionate liability to municipalities for an incident relative to their responsibility for it; and

Whereas, the Government of Ontario has the authority and responsibility for the legal framework of 'joint and several liability;' and

Whereas the Premier of Ontario committed to review the issue in 2018 with a view to helping municipal governments manage their risks and costs; and

Whereas the Association of Municipalities of Ontario on behalf of municipal governments has provided recommendations in this source document to align municipal liability with the proportionate responsibility for incidents and capping awards;

Now, therefore be it resolved, that the Township of Wellington North does hereby support AMO's recommendations; and

Further be it resolved that the Township of Wellington North does hereby call on the Attorney General of Ontario to work with municipal governments to put forward a plan of action to address "joint and several liability" before the end of the government's current term so that municipalities can continue to offer high quality services to their communities.

AND FURTHER THAT Staff be directed to forward a copy of this resolution to the Attorney General, the Honourable Doug Downey at [attorneygeneral@ontario.ca](mailto:attorneygeneral@ontario.ca) and copy the Minister of Municipal Affairs and Housing, the Honourable Steve Clark at [minister.mah@ontario.ca](mailto:minister.mah@ontario.ca) as well as the AMO President, Jamie McGarvey, at [amopresident@amo.on.ca](mailto:amopresident@amo.on.ca).

- b. Mayor Lennox 2021 Year In Review, January 13, 2022 Media Release 160

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the January 13, 2022 Media Release, Mayor Lennox 2021 Year In Review.

- c. County of Wellington Planning Committee
  - Committee Report, dated January 13, 2022, County Official Plan Review – Progress Report #5 161
  - Committee Report, dated January 13, 2022, County Official Plan Review – OPA 119 Statutory Public Consultation 164
  - Notice of Public Open House and Public Meeting to discuss proposed Official Plan Amendment (OPA) No. 119 165

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the County of Wellington Planning Committee:

- Committee Report, dated January 13, 2022, County Official Plan Review – Progress Report #5
- Committee Report, dated January 13, 2022, County Official Plan Review – OPA 119 Statutory Public Consultation
- Notice of Public Open House and Public Meeting to discuss proposed Official Plan Amendment (OPA) No. 119

**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 January 24, 2022 Council agenda, with the exception of those items identified for separate discussion, be approved and the recommendations therein be adopted:

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

**NOTICE OF MOTION**

**COMMUNITY GROUP MEETING PROGRAM REPORT**

Councillor Yake (Ward 1):

- North Wellington Health Care Corporation – Louise Marshall Hospital
- Lynes Blacksmith Shop Committee
- Recreation, Parks and Leisure Committee
- Wellington North Power
- Mount Forest Homecoming Committee (inactive)

Councillor Burke (Ward 2):

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

Councillor Hern (Ward 3):

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

Councillor McCabe (Ward 4):

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

Mayor Lennox:

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

**BY-LAWS**

- |   |     |
|---|-----|
| a. By-law Number 010-22 being a by-law to permanently close a portion of a road allowance known as Clyde Street shown as Parts 1, 2, 3 and 4 on Reference Plan 61R-22139  | 166 |
| b. By-law Number 011-22 being a by-law to require the conveyance of land for park or other public recreational purposes, as a condition of the development or redevelopment of land in the Township of Wellington North | 167 |
| c. By-law Number 012-22 being a by-law to authorize the sale of real property being Part Lot 32, Conc 1, being Parts 5 and 6, 61R-21920 Township of Wellington North (2495535 Ontario Inc. Brad Wilson)                 | 174 |
| d. By-law Number 013-22 being a by-law to amend Zoning By-law Number 66-01 being the Zoning By-law for the Township of Wellington North (2574574 Ontario Inc. Brad Wilson)  | 187 |
| e. By-law Number 014-22 being a by-law to amend Zoning By-law Number 66-01 being the Zoning By-law for the Township of Wellington North (Housekeeping)  | 190 |



Recommendation:

THAT By-law Number 010-22, 011-22, 012-22, 013-22 and 014-22 be read a First, Second and Third time and enacted.

**CULTURAL MOMENT**

- Celebrating Robert and Mary Scott 204

**CONFIRMING BY-LAW**

205

Recommendation:

THAT By-law Number 015-22 being a By-law to Confirm the Proceedings of the Council of the Corporation of the Township of Wellington North at its Regular Meeting held on January 24, 2022 be read a First, Second and Third time and enacted.

**ADJOURNMENT**

Recommendation:

THAT the Regular Council meeting of January 24, 2022 be adjourned at \_\_: p.m.

**MEETINGS, NOTICES, ANNOUNCEMENTS**

Rural Ontario Municipal Association Conference – Virtual Conference	January 23 – 25, 2022	
Mount Forest Aquatics Ad-Hoc Advisory Committee – via video conference	Tuesday, January 25, 2022	7:00 p.m.
Arthur BMX/Skateboard Park Ad-Hoc Advisory Committee – via video conference	Wednesday, January 26, 2022	7:00 p.m.
Regular Council Meeting – via video conference	Monday, February 7, 2022	2:00 p.m.
Recreation, Parks and Leisure Committee	Tuesday, February 8, 2022	4:00 p.m.
Regular Council Meeting – via video conference	Tuesday, February 22, 2022	7:00 p.m.

**The following accessibility services can be made available to residents upon request with two weeks’ notice:**

**Sign Language Services – Canadian Hearing Society – 1-877-347-3427  
- Kitchener location – 1-855-656-3748**

**TTY: 1-877-843-0368 Documents in alternate forms CNIB – 1-800-563-2642**



January 5, 2022

Township of Wellington North

Dear Mayor Lennox and Council:

Re: 2022 Priorities and Draft Budget

I am writing to you at this time to outline Maitland Valley Conservation Authority's (MVCA) priorities along with our draft budget for council's review and comment.

MVCA's priorities and budget continue to focus on the following priorities:

1. Flood and Erosion Safety: Helping our member municipalities to reduce the potential for loss of life, property damage and social disruption in flood and erosion prone areas of the watershed.
2. Watershed Stewardship: Helping our member municipalities and landowners to develop soil and water conservation systems to keep soil and nutrients on the land and out of watercourses and Lake Huron
3. Conservation Areas: Ensuring that our conservation areas set a high standard for conservation practices and are safe for the public to use.
4. To stabilize our operating and capital budget to deliver our core services and maintain our essential infrastructure and equipment.

In 2021 we had an unprecedented increase in use of our 28 conservation areas by watershed residents and visitors to the area. People have rediscovered the importance of nature for both their physical and perhaps more importantly their mental health.

There has also been an increase in demand for our watershed stewardship services as landowners are increasingly aware of the importance of looking after the health of their soil and the value of restoring natural areas on their farms and rural properties.

Development is increasing across the watershed and it seems that everyone wants to locate as close as possible to rivers, streams and Lake Huron. This increase in development has also led to increased work loads.

In October the Ministry of Environment, Conservation and Parks approved a regulation that outlines the services and programs that we must provide.

MVCA is also continuing to implement it's infrastructure strategy so that we can continue to decommission surplus buildings and to invest in the equipment and infrastructure that is critical to our core services.

Increasing demand for services and new regulatory requirements have resulted in MVCA's Members identifying the need to increase the budget.

The 2022 draft budget includes a levy increase of \$136,222. A copy of the draft budget and levy apportionment table is attached to this letter.

The apportionment of the levy is based upon each municipality's assessment in the watershed. The assessment schedule is developed by the Ministry of Environment, Conservation and Parks.

We have included a newsletter that highlights the work that MVCA was able to accomplish in 2021 along with a newsletter outlining some of our major projects and activities planned for 2022.

We recognize that our member municipalities are also facing fiscal challenges associated with increasing development and the pandemic, however we ask that you take into account the changes that we are making to our services so that we can focus on our core services, equipment and infrastructure.

MVCA's Members plan to finalize the work plan and budget on Wednesday, March 16<sup>th</sup>, 2022. If your municipality has any comments regarding the draft work plan and budget please forward your comments to me and your member by March 7, 2022.

We look forward to working with you in 2022.

Respectfully submitted



Dave Turton  
Chair  
Maitland Valley Conservation Authority

003

# REVIEW of 2021

A snapshot of key activities undertaken in the past year.



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519-335-3557  
[mvca.on.ca](http://mvca.on.ca)

# “We are focussing our services on mitigating the impacts of a rapidly changing climate.”

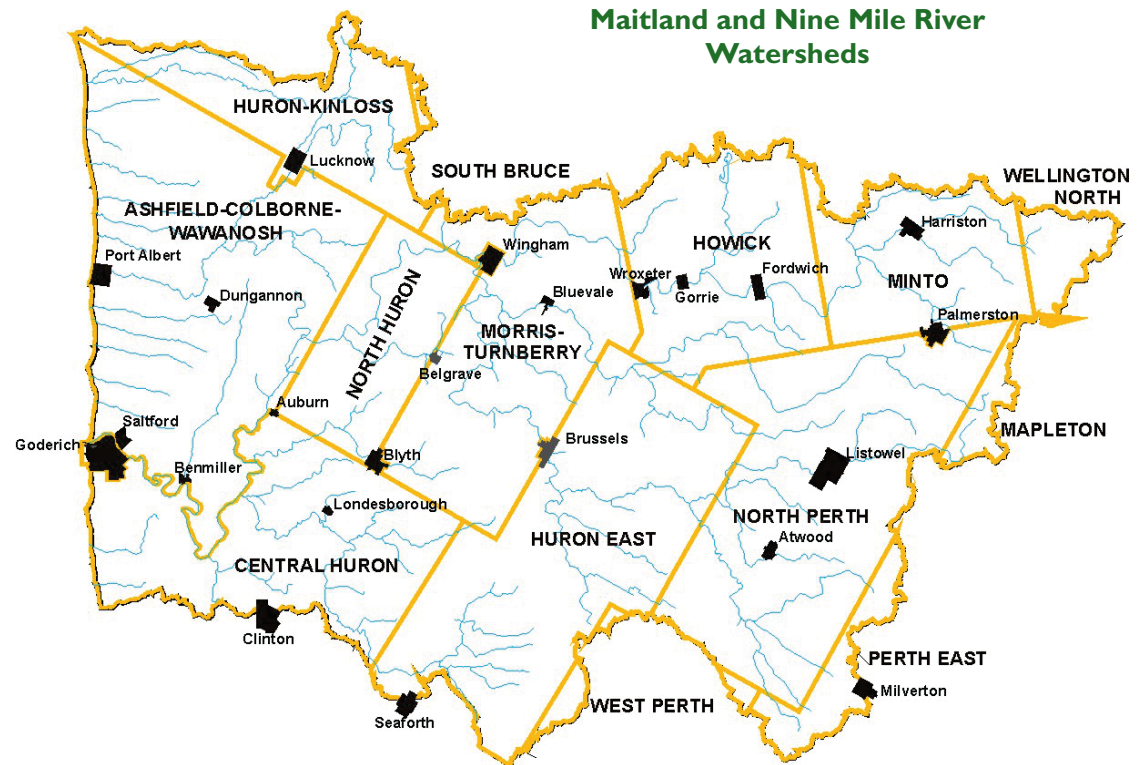
## BACKGROUND

Maitland Conservation is jointly governed by its member municipalities.

Conservation Authorities are established by the provincial government at the request of municipalities. The activities of Maitland Conservation are driven by municipalities, landowners and community partners.

We are committed to providing effective community-based conservation services in a cost efficient manner.

Maitland Conservation is working to protect and enhance water, forests and soils in the Maitland and Nine Mile River watersheds.



## FLOOD & EROSION SAFETY SERVICES 2021

- **Harriston Flood Damage Reduction Support** - Continued technical support provided to the Town of Minto in selecting appropriate options for reducing the potential for flood damages in the community. Fisheries assessment completed in area of proposed downstream work.
- **Shoreline Hazard Mapping Update** - Lidar data delivered and reviewed. This precise, 3-D information will be used to create updated hazard mapping. RFP process completed for the mapping project.
- **Flood Forecasting System** - On-going maintenance of rain gauges and stream gauging stations. Monitoring of weather and gauge data 24 hours a day / 7 days a week. Messages issued for 11 events.
- **Wingham Flood Progression Mapping for the Township of North Huron and the Municipality of Morris-Turnberry** - The development of flood progression mapping is underway to assist municipal staff during flood events.



### Lake Huron Water Level and Erosion Risk Support

The water level of Lake Huron dropped during 2021 but continues to be above average. Staff delivered information on coastal processes and erosion risks to municipalities and landowners throughout the year including:

- Impending bluff failure mapping to ACW and Central Huron. Follow-up meetings held with municipal staff and emergency services.
- Bluff failure webinar delivered to the public over Zoom.
- Presentations made to two cottage associations.
- Over 1,100 newsletters mailed to shoreline landowners. Over 250 landowners completed a survey to gauge shoreline priorities and concerns.
- Lake level projection factsheet regularly updated and posted on website.

“Our stewardship efforts are focussed on keeping sediment and nutrients on the land and out of waterways.”

## WATERSHED STEWARDSHIP SERVICES 2021

- **Wellington Rural Water Quality Program and Huron Clean Water Project** - 198 new projects approved this year. Grants totalling \$253,618 allocated with total estimated project costs of \$990,394. Top projects in 2021:
  - Cover crops (79)
  - Tree Planting (40)
  - Forest Management Plans (22)
- **Rural Stormwater Management** - 17 new erosion control and wetland projects initiated in 2021. New agreement with St. Clair Region C.A. for green infrastructure municipal drain demonstrations and case studies. Supported Pine River Watershed Initiative Network on wetland restoration proposal.
- **Forestry Program** - Tree and shrub order program had 129 customers totalling 18,078 trees. Assisted with 67 planting projects that saw 37,529 trees and shrubs planted, including 10.8 km of stream buffering.
- **Forest Health Study** - Assessments completed on 103 forest plots on 42 private properties across the watershed. Research being undertaken in partnership with the University of Toronto Forestry Conservation.
- **Healthy Lake Huron** - The Conservation Authorities involved in Healthy Lake Huron worked collaboratively to develop consistent approaches to:
  - erodible soil mapping
  - estimated adoption of vegetation cover and crop rotationStaff also developed detailed mapping for the Eighteen Mile River watershed that included information on the erosion potential of gullies.

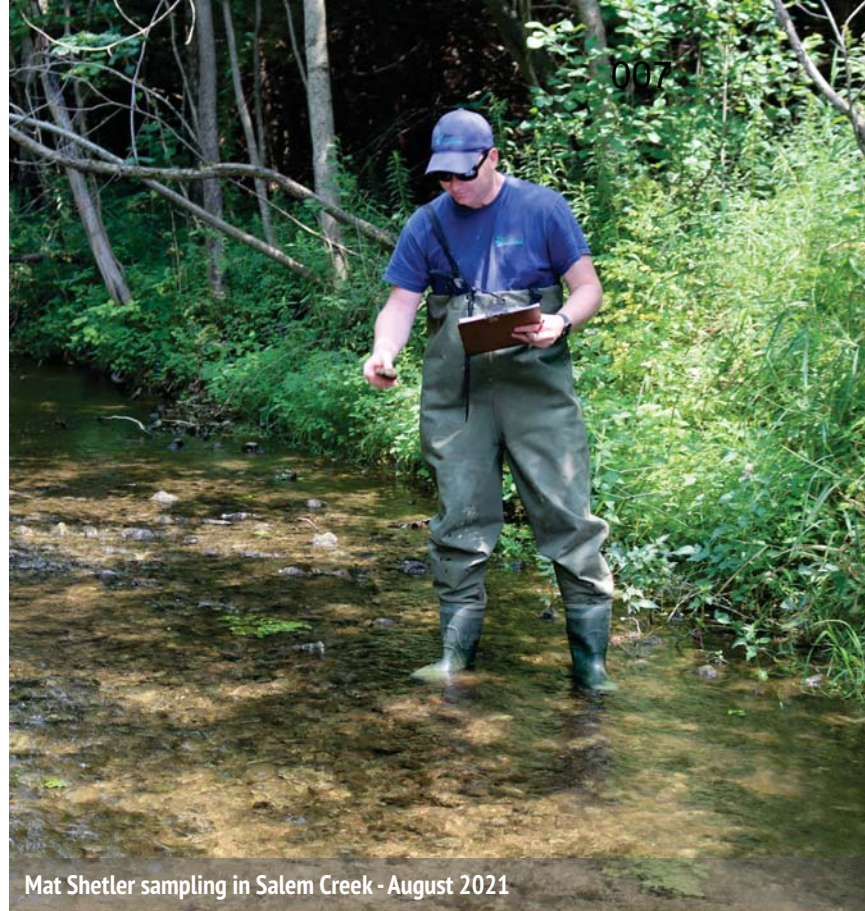


Matthew Shakespeare assessing a forest plot - July 2021

- **Middle Maitland Headwaters Restoration Project** -Nine new planting projects were completed in 2021 including 5 1/2 km of new watercourse buffers.
- **On-Farm Applied Research and Monitoring (ONFARM)** - Focussed on monitoring soil health and water quality within the Garvey-Glenn watershed. This initiative is part of a larger provincial soil health monitoring effort. Water sampling was done at the watershed outlet and at the edge-of-field station. WISKI data management platform

implemented to improve efficiency and allow for future public access to data.

- **Monitoring and Reporting** - Extensive water sampling conducted throughout the year including:
  - 102 samples for the Provincial Water Quality Monitoring Network
  - 11 Provincial Groundwater Monitoring Network wells
  - Benthic invertebrate sampling at one site
  - Six sites in the Eighteen Mile River watershed were sampled and flow data collected.



Mat Shetler sampling in Salem Creek - August 2021



Jacobsen Restoration Project - Lucknow



## CONSERVATION AREAS 2021

### Best Management Practices on Conservation Lands

- Second phase of invasive Buckthorn removal from meadow areas at Wawanosh Valley completed.
- Phragmites control work undertaken at Galbraith and Gorrie.
- Naturalization of grounds at office continued with the planting of native species in the front garden.

### Maintain Conservation Areas for Safe Public Use

The sharp rise in public use of properties seen in 2020, continued in 2021.

- Hazardous trees removed from Brussels and Gorrie.
- Inspections completed on day-use areas, trails, and dam infrastructure.
- New benches installed at Naftel's Creek.

### Carbon Footprint Reduction Strategy

- 356 trees and 100 shrubs planted at Conservation Area
- Continued reduction of fossil fuel use through the purchase of fuel efficient and electric vehicles.



Gorrie Conservation Area following removal of the dam - September 2021

### Gorrie Dam and Conservation Area

A major milestone was completed in 2021 with the decommissioning of the Gorrie Dam. The structure was damaged in a flood in June 2017.

- The contractor completed removal of the dam structure and site rehabilitation of the Conservation Area.
- Picnic shelter renovation was started with completion expected in spring 2022.
- A community planting day was held at the site in October.
- The Maitland Mills Association removed historical artifacts from the Gorrie Mill. A salvage company dismantled the mill building and undertook site restoration.

## Falls Reserve Conservation Area

It was a late start to the camping season again in 2021, but both camping and day-use visits continued to rise.

- Operational procedures were adjusted based on local public health and provincial directives.
- Exterior siding was replaced on the washroom in the Maple Campground. New day-use sites were developed and made available for rent. The Cedar Campground was designated as radio/audio free and 15 sites closed to limit pressure on facilities.
- MECP approved the FRCA application for a septic system replacement. A contractor was selected and the project got underway in the fall. It is expected to be completed in late May, 2022.



Jason Moir, FRCA Superintendent, at new day use picnic site - July 2021



Installation of leaching cell for new septic system at FRCA - November 2021



## CORPORATE SERVICES 2021

### Changes to the Conservation Authorities Act

- Chair and General Manager/Secretary Treasurer met with Lisa Thompson, MPP for Huron-Bruce, to review MVCA's comments on the mandatory services consultation paper. Comments were sent to:

- Randy Pettepiece, MPP, Perth Wellington,
- Minister of Environment, Conservation and Parks,
- Minister of Northern Development, Mines, Natural Resources and Forestry.

- A Transition Plan has been developed in accordance with Ontario Regulation 687/21 - Transition Plans and Agreements for Programs and Services Under Section 21.1.2 of the Act. This plan is being circulated to member

municipalities. An inventory of programs and services is also being developed and will be provided to municipalities by the end of February 2022.

### Three-Year Budget for 2022-2024

- Draft three-year budget and work plan developed and reviewed by Members in October.

### Infrastructure Plan

A five-year infrastructure and equipment strategy was developed for the organization.

## Questions?

Contact your Maitland Conservation Member. Contact information is posted at [mvca.on.ca](http://mvca.on.ca) or email [maitland@mvca.on.ca](mailto:maitland@mvca.on.ca).



Healthy Watersheds Tour with Clint Jacobs, Natural Heritage Coordinator for Walpole Island First Nation, Dan Krause, Wildlife Conservation Society of Canada, Dr. Justina Ray, WCS Canada, Erin Gouthro, Maitland Conservation and Ted Briggs, MECP



Maitland Conservation Members' Tour of Falls Reserve Conservation Area - August 2021

# KEY PRIORITIES for 2022

1. Reduce the risk of loss of life and community damage from flooding and erosion.
2. Keep soil and nutrients on the land and out of watercourses.
3. Ensure Conservation Areas are safe for visitors and showcase best management practices.
4. Develop agreement with member municipalities on the programs and services to be provided by Maitland Conservation under the updated Conservation Authorities Act.



#### WATERSHED STEWARDSHIP SERVICES

- Tree Planting - promote large stock and seedling program to landowners and municipalities for conservation projects.
- Delivery of Wellington and Huron Clean Water Projects - assist landowners to access funding to undertake stewardship projects.
- Continue water sampling to identify trends in water quality.
- Healthy Lake Huron - expand stewardship efforts to all shoreline sub-basins. Focus on cover crop and restoration projects. Maintain Garvey-Glenn and Eighteen Mile sub-watersheds as study sites.
- Forest Health Assessment - phase two of the study will get underway in 2022. Focus on identifying the current state of forests as well as forest health challenges and opportunities.



- Garvey-Glenn Watershed Restoration Project - continue to work with landowners on cover crop and ecosystem restoration projects. Water quality and soil health monitoring and modelling through the On-Farm Applied Research and Monitoring (ONFARM) project. Collaborate with the soil modelling group at the University of Guelph to investigate the impacts of Best Management Practices on the local landscape.
- Middle Maitland Headwaters Restoration Project - refinement of Middle Maitland Restoration Strategy. Target projects in areas highlighted through the Priority Area Mapping Project. Offer a winter workshops series to landowners.
- Case Studies - document Scott Municipal Drain Project and Garvey-Glenn Watershed Restoration Project.



Decommissioning of the Gorrie Dam - July 2021



Bluffs along the Lake Huron shoreline



**FLOOD and EROSION SAFETY Services**

- Continue to ensure our flood forecasting and warning system is maintained and monitored throughout the year.
- Complete flood progression mapping for the Wingham area.
- Monitor bluff and gully collapse and erosion of the bottom of the bluffs along the Lake Huron shoreline.
- Technical support on flood damage remediation strategies for the Town of Minto.
- Listowel and Lucknow Hydrology Projects - collect flow data to calibrate future flood forecast models.
- Shoreline Hazard Mapping Project - consultant will begin the initial phases of the mapping update project.
- Provision of land use planning support and Drainage Act support



**CORPORATE Services**

- Ensure member municipalities and target audiences are aware of and supportive of our priorities and work plan.
- Work with Member municipalities on changes to the Conservation Authorities Act including:
  - providing of an inventory of Maitland Conservation's programs and services by the end of February. Provide additional information on the programs and services that Maitland Conservation intends to provide as of January 1, 2024.
  - work with member municipalities to develop an agreement that will encompass all the services and programs that MVCA intends to provide as of January 1, 2024.
- Develop a 3-year budget (2023-2025) for operating and capital.
- Develop an education and training plan for Members.

Sarah Rixon at the edge-of-field sampling site, Garvey-Glenn watershed



**CONSERVATION AREAS Services**

- Gorrie Conservation Area - complete remediation of the site for community use. Install information signs and repair picnic shelter.
- Naftel's Creek Conservation Area - begin replacement of boardwalk and bridge.
- Brussels Mill - complete disposition of the mill and transfer ownership to the Maitland Mills Association.
- Galbraith Conservation Area - continue with disposition of property pending lease agreement with North Perth.
- Develop funding agreements for maintenance and repairs of dams - Municipality of Huron East (Brussels), Municipality of Morris-Turnberry (Bluevale).
- Renovate workshop for vehicle storage; construction of new storage shed.
- Complete installation of new septic system and campsite sewer connections at Falls Reserve C. A. Installation of new generator and controlled access gate.

Native species planted at Administration Centre - August 2021



Dec 6/21	Operating Budget Summary - Maitland Valley Conservation Authority					Table 1
ITEM	Revenue	Levy Funds	Deferred Revenue	Reserve Funds	Expense	NET Surplus/ Deficit
<b>Corporate Services</b>						
Administration	53,952	276,902		9,765	340,619	
Financial Management		100,538			100,538	
Governance		17,440			17,440	
Services Areas Support		55,772			55,772	
Communications, IT, GIS	3,000	221,189			224,189	
<b>Total</b>	<b>56,952</b>	<b>671,841</b>		<b>9,765</b>	<b>738,558</b>	
<b>Flood Safety Services</b>						
Flood Control Structures		6,282			6,282	
Erosion Control Structures		1,432			1,432	
Flood Forecasting and Warning	36,424	195,277			231,701	
Ice Management						
Hazard Prevention		21,013			21,013	
Natural Hazard Information		63,368			63,368	
Regulations	90,000	200,787			290,787	
<b>Total</b>	<b>126,424</b>	<b>488,159</b>			<b>614,583</b>	
<b>Watershed Stewardship Services</b>						
Watershed Monitoring and Reporting	2,000	92,520			94,520	
Extension Services	67,316	153,019			220,335	
Forestry Services	79,911				79,911	
<b>Total</b>	<b>149,227</b>	<b>245,539</b>			<b>394,766</b>	
<b>Conservation Areas Management Services</b>						
Falls Reserve Conservation Area	725,000			569,698	1,294,698	
Wawanosh Park Conservation Area	14,868			1,462	16,330	
Management/Development/Operations	5,800	244,865			250,665	
Motor Pool	51,595				25,600	25,995
<b>Total</b>	<b>797,263</b>	<b>244,865</b>		<b>571,160</b>	<b>1,587,293</b>	<b>25,995</b>
<b>Net Operating Budgets</b>	<b>1,129,866</b>	<b>1,650,404</b>		<b>580,925</b>	<b>3,335,200</b>	<b>25,995</b>

**Project Budget Summary - Maitland Valley Conservation Authority  
Table 2**

Dec 6/21

ITEM	Revenue	Levy Funds	Special Levy Funds	Deferred Revenue	Working Capital Reserves	Forest Management Reserves	Motor Pool Reserves	Expense	Net Surplus / Deficit
<b>Corporate Services Projects</b>									
Administration Centre		110,000			329,100			439,100	
GIS/IT Management/Communications					37,500			37,500	
<b>Total</b>		<b>110,000</b>			<b>366,600</b>			<b>476,600</b>	
<b>Flood and Erosion Safety Services Projects</b>									
Flood Control - Preventative Maintenance					16,000			16,000	
Shoreline Hazard Mapping			220,000					220,000	
<b>Total</b>			<b>220,000</b>		<b>16,000</b>			<b>236,000</b>	
<b>Watershed Stewardship Services Projects</b>									
Garvey Glenn Coordination	42,000			1,440				43,440	
Garvey Glenn Demos				28,000				28,000	
Middle Maitland Headwaters Restoration	25,000			45,000				70,000	
Huron Clean Water	450,000							450,000	
CFI				3,749				3,749	
Watershed Health Project	50,000				54,044			104,044	
Watershed Stewardship Projects				8,100				8,100	
Nature Based Climate Solutions	132,000							132,000	
ONFARM Applied Research and Monitoring Project				61,576				61,576	
Rural Green Infrastructure (OMAFRA COA)	37,870							37,870	
<b>Total</b>	<b>736,870</b>			<b>147,865</b>	<b>54,044</b>			<b>938,779</b>	
<b>Conservation Area Projects</b>									
Forestry Management	1,000							1,000	
Vehicles/Equipment Replacement						17,000		17,000	
MVCA Carbon Offset							500	500	
Footprints to Forests Carbon Offsetting					500			500	
Gorrie Conservation Area	56,924							25,400	31,524
Conservation Area Projects	2,000				2,000			4,000	
Naftel's Creek Project					5,000			5,000	
Brussels Mill Project					17,500			17,500	
<b>Total</b>	<b>59,924</b>				<b>25,000</b>	<b>17,000</b>	<b>500</b>	<b>70,900</b>	<b>31,524</b>
<b>Net Project Budgets</b>	<b>796,794</b>	<b>110,000</b>	<b>220,000</b>	<b>147,865</b>	<b>461,644</b>	<b>17,000</b>	<b>500</b>	<b>1,722,279</b>	<b>31,524</b>

## Draft Schedule of General Levies for 2022

November 2, 2021

Increase  
from prior  
year

Municipality	% of Municipality In Watershed	2020 CVA (modified) in Watershed \$	Municipal Population in CA jurisdiction	CVA Based Apportionment Percentage	2021 Approved General Levy	2022 Draft General Levy	\$
Ashfield-Colborne-Wawanosh Twp.	100	\$1,277,370,735	4,624	12.4777	\$ 202,216	\$ 219,658	\$ 17,442
Central Huron Municipality	76	\$997,254,863	4,845	9.7414	\$ 158,468	\$ 171,488	\$ 13,020
Goderich Town	100	\$1,103,574,739	6,282	10.7800	\$ 174,642	\$ 189,772	\$ 15,130
Howick Twp.	92	\$470,714,626	2,686	4.5981	\$ 74,360	\$ 80,945	\$ 6,585
Huron East Municipality	72	\$1,096,579,970	5,776	10.7117	\$ 175,522	\$ 188,569	\$ 13,047
Huron-Kinloss Twp.	43	\$622,719,150	2,457	6.0829	\$ 100,092	\$ 107,084	\$ 6,992
Mapleton Twp.	5	\$91,948,753	384	0.8982	\$ 14,515	\$ 15,812	\$ 1,297
Minto Town	64	\$703,718,677	4,136	6.8741	\$ 111,084	\$ 121,012	\$ 9,928
Morris/Turnberry Municipality	95	\$538,400,945	2,756	5.2592	\$ 85,765	\$ 92,583	\$ 6,818
North Huron Twp.	100	\$580,252,767	3,980	5.6681	\$ 91,938	\$ 99,781	\$ 7,843
North Perth Municipality	98	\$2,231,849,530	10,670	21.8013	\$ 351,974	\$ 383,789	\$ 31,815
Perth East Twp.	9	\$182,930,511	861	1.7869	\$ 29,636	\$ 31,457	\$ 1,821
South Bruce Municipality	1	\$7,163,307	50	0.0700	\$ 1,145	\$ 1,232	\$ 87
Wellington North	16	\$284,260,540	1,479	2.7767	\$ 45,094	\$ 48,881	\$ 3,787
West Perth Municipality	3	\$48,505,439	226	0.4738	\$ 7,731	\$ 8,341	\$ 610
		\$10,237,244,552	51212	100.0001	\$ 1,624,182	\$ 1,760,404	\$ 136,222



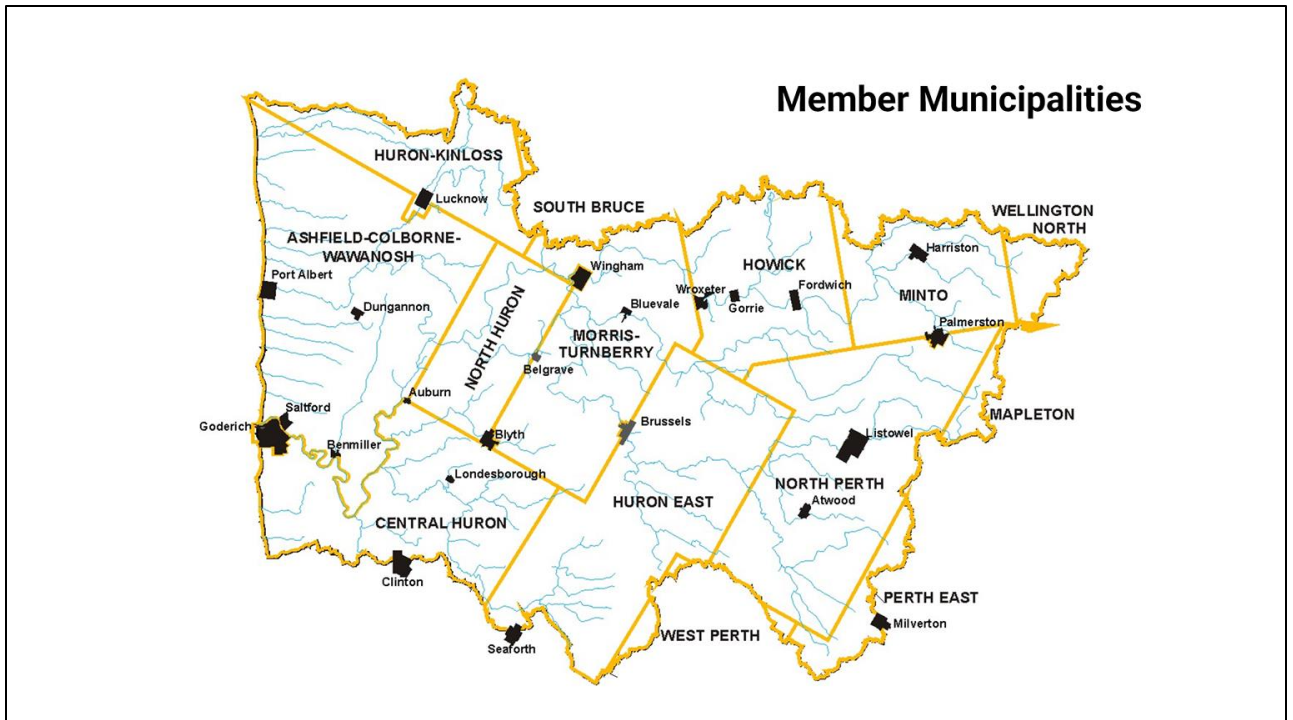


- Good Afternoon Mayor Lennox and council members. My name is Dave Turton and I am the Chair of the Maitland Valley Conservation Authority. I would like to introduce Phil Beard, General Manager Secretary Treasurer of the Maitland. He will be assisting me with the presentation this evening.

- Priorities for 2022
- Budget and Levy
- CA Regulatory Changes



I am going to provide an overview of our priorities for 2022, outline the pressures on our budget, proposed levy increase and outline some of the regulatory changes that are impacting conservation authorities and their member municipalities.

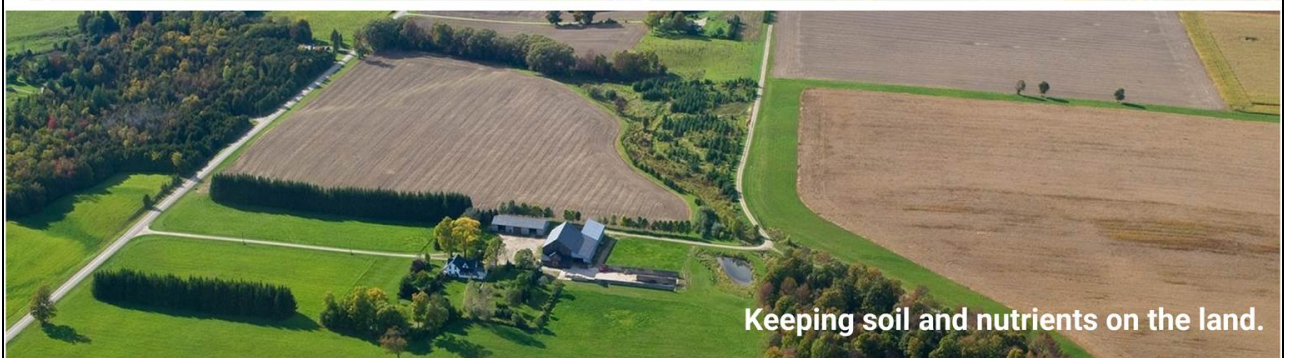


- There are 15 Member Municipalities who govern Maitland Conservation. The Conservation Authority was established in 1951 by the Province at the request of the municipalities in the watershed to help them conserve the health of rivers, soil, forests and wetlands in the watershed and to help municipalities deal with flooding and erosion and water quality issues.
- Municipalities appoint a representative to Maitland Conservation's membership.
- We have several municipalities that share a representative.
- Huron Kinloss/South Bruce
- Minto/Wellington North and Mapleton
- Perth East/West Perth
- Governed by the Conservation Authorities Act which outlines our mandate, governance, powers and responsibilities.



**Providing leadership  
to protect and  
enhance water,  
forests and soil.**

- Mission is to provide leadership to protect and enhance water, forests and soil.



#### MVCA's Priorities:

1. **Flood and Erosion Safety:** To help our member municipalities reduce the potential for loss of life, property damage and social disruption in flood and erosion prone areas.
2. **Watershed Stewardship:** To help our member municipalities and landowners develop and implement soil and water conservation systems that will help keep soil and nutrients on the land and out of watercourses and Lake Huron.
3. **Conservation Areas:** Ensure that management of our conservation areas sets high standards of conservation practices and are safe for the public to use.
4. **Financial Stability:** Develop a stable financial base for the MVCA so we're able to help our member municipalities develop a healthy, resilient and prosperous watershed.



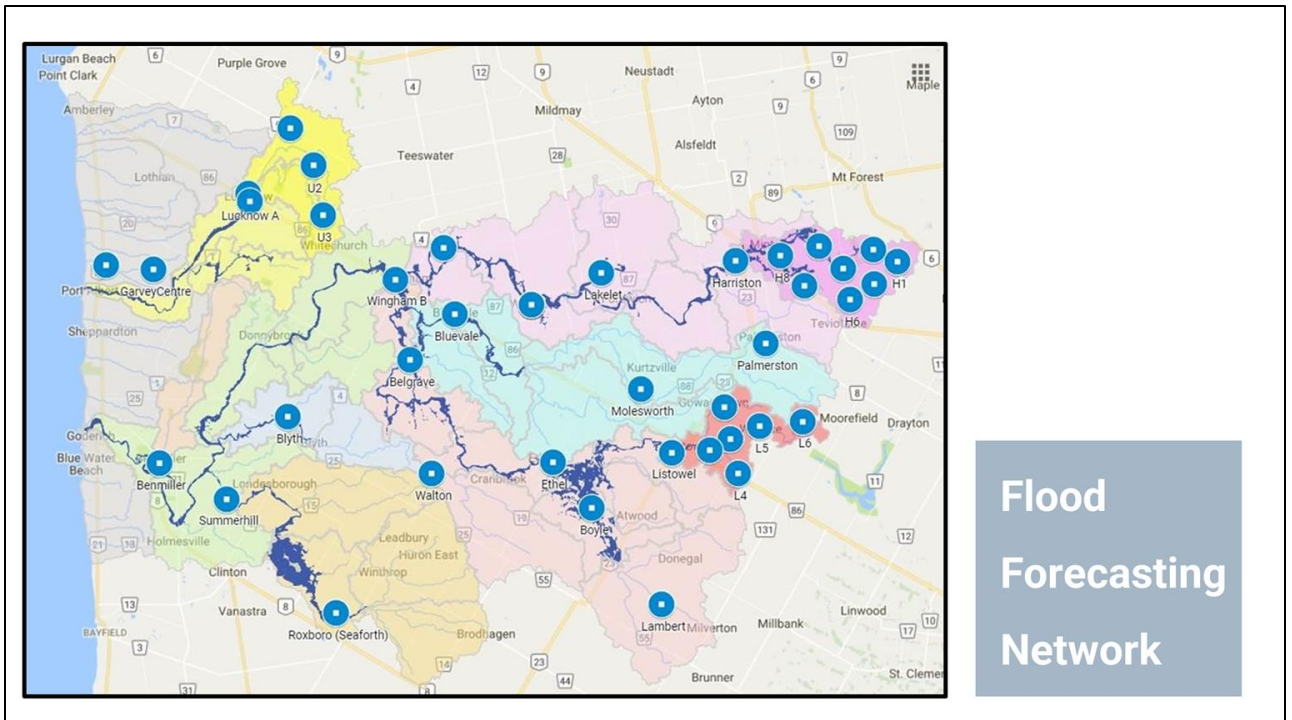
## **Flooding & Erosion Safety Services**

**Shoreline Hazard  
Mapping Update  
Project  
2022 - 2025**

- One of our major projects in 2022 and 2023 is to update the shoreline hazard mapping for the three shoreline municipalities that are located along Lake Huron.
- High water levels have increased the risk of bluff collapse, gully and shoreline erosion.
- Municipalities will use this information to develop erosion emergency response plans, identify areas where new and existing development can be located
- There are over 800 buildings located in areas that are at risk from bluff collapse, gully erosion and shoreline erosion.



- MVCA is working with the Town of Minto to help them to finalize a flood mitigation project for Harriston.
- MVCA is also working with the Town of Minto to assist them to update the policies related to development in the special policy area in Harriston.



- \$500,000 worth of flood forecasting system to maintain. Monitored 7 days/week. Majority of gauges located in the headwaters of flood prone developed areas. Harriston, Lucknow and Listowel.
- Additional rain gauges have been established to monitor for isolated intensive rainfall events.
- We are also updating the hydrologic model for the three municipalities, Harriston, Listowel and Lucknow in order to improve our ability to understand the extent of flooding that will occur from intense rainfall events in these areas





## Middle Maitland Headwaters Restoration Project

- MVCA is working with landowners in the headwaters of the Middle Maitland River upstream of Listowel to restore flood plain, river valley and riparian areas.
- This is a picture of one of the properties where the landowner has planted wildflowers and shrubs in the flood plain and converted the river valley lands into permanent pasture.



## Forest Health Assessment

- MVCA is also updating the forest health assessment that was undertaken 20 years ago.
- forests are an integral part of the health of the watershed for protecting water quality, stream flow and biodiversity
- Less than 18 % of the watershed is in forest cover
- Forests are under a lot of stress from invasive insects, such as the ash borer, disease and an changing climate
- This project will help us identify the current health of woodlots and how landowners can improve their health and resiliency.



## Watershed Stewardship Services

### Wellington Rural Water Quality Program

- MVCA stewardship staff assist landowners across the watershed to undertake stewardship projects to help keep soil and nutrients on the land and out of watercourses.
- Watershed Stewardship is key to a healthy watershed. MVCA staff work with 100s of landowners every year to undertake a variety of projects.
- Key practices are: cover crops, rural storm water management, restoration of flood plain, river valley and riparian areas.
- MVCA helps to deliver the Wellington Rural Water Quality Project
- In 2021: 1 Windbreak project was completed in Wellington North. 180 trees and shrubs with total project cost of \$6,700.



## Conservation Areas

Increased  
Conservation Area  
use throughout  
2021

- MVCA owns and manages 28 conservation areas in the watershed. 4,600 acres of land.



- Our conservation areas have experienced an incredible increase in use over the past two years. More people have discovered the value of nature to both their physical and mental health.



- Gorrie Conservation Area: River restoration project. Mill building and dam removed, river restored for fish habitat. Flood plain planted with trees, shrubs and wildflowers. In 2022 we will be undertaking some naturalization work upstream of the dam site. Repairing the picnic shelter



- As part of MVCA's Infrastructure Renewal Strategy: Upgrading the workshop at our Admin. Centre in Wroxeter and building a new storage building for vehicles, equipment and the storage of materials. The new storage building will also be used in the spring and fall for distributing trees and shrubs to landowners and municipalities.



## 2022 Budget and Levy

- Stable base for core services
- Maintain critical infrastructure and equipment

- As I mentioned one of our priorities is to stabilize our funding base so that we can provide a high level of service within the watershed for our core services and to maintain our essential infrastructure and equipment.
- We are increasing the budget so that we can stabilize and strengthen our core services and to take steps to meet the new regulatory requirements.
- We have developed an infrastructure strategy to decommission surplus infrastructure and to maintain and replace essential infrastructure.



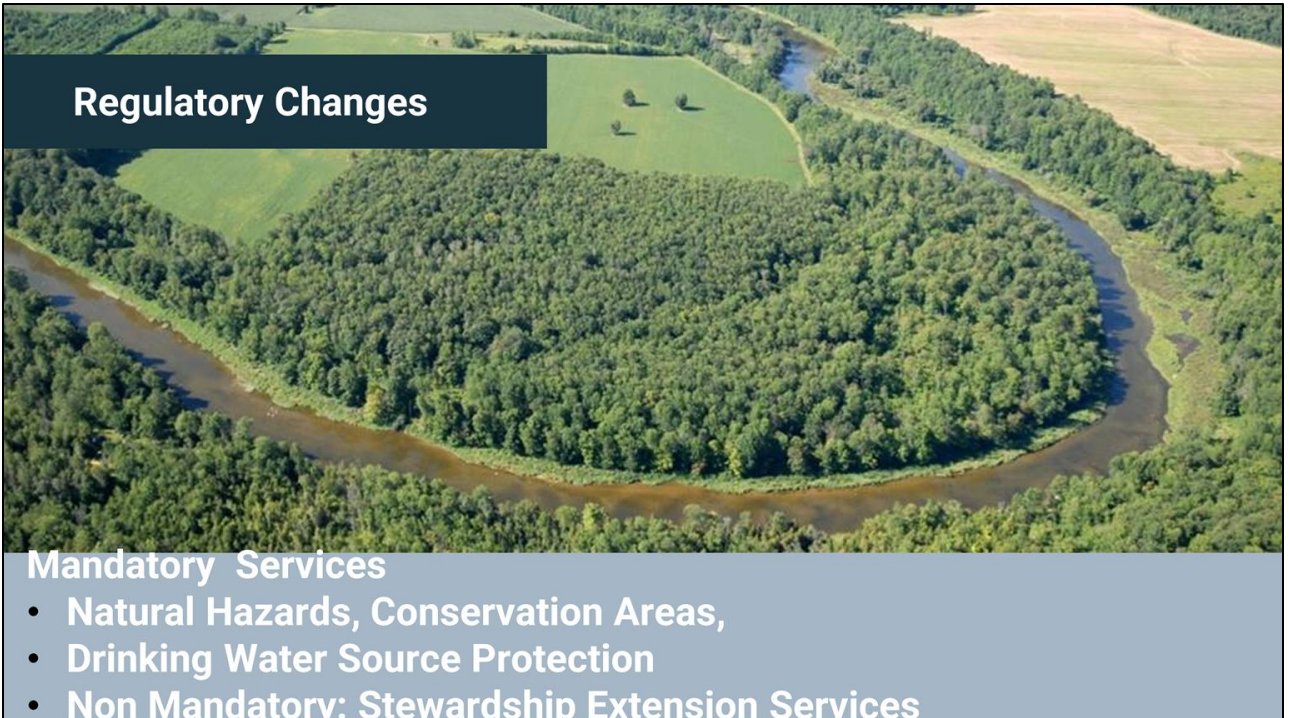
**2022 Draft Budget:****\$5,057,479**

- MVCA's draft budget for 2022 is just over \$5million dollars

## 2022 Draft Levy

	2021 Approved Levy	2022 Draft Levy	Change
Township of Wellington North	<b>\$45,094</b>	<b>\$48,881</b>	<b>\$3,787</b>

- Proposed levy for 2022: Drivers of increase:
- Increased maintenance and management in conservation areas, replacement of essential infrastructure and decommissioning of surplus infrastructure; increased applications for development in hazardous areas; increased demand for stewardship assistance to protect soil and water resources.



- The Ministry of Environment, Conservation and Parks requires Conservation authorities to focus their resources in three areas: Natural Hazards, Conservation Areas and Drinking Water Source Protection. These will be the only services we can levy for starting in 2024.
- Watershed Stewardship services are considered to be a non mandatory service. It will be up to each member municipality to decide if they are willing to support a levy for this service.
- However it should be noted that the staff who work in stewardship also help out with other service areas that are mandatory

- **Transition Plan submitted– Dec. 31, 2021**
- **Inventory of Services and Programs – Feb. 28, 2022**
- **Municipal Agreements – January 1, 2024**



- Conservation Authorities are required to undertake the following steps to get ready for the transition to the regulatory changes:
- All conservation authorities were required to submit a Transition Plan to the Ministry of Environment, Conservation and Parks and our member municipalities outlining our timeline to identify the agreements we need to put in place for mandatory and non-mandatory services by December 31, 2021
- We must File an inventory of services and programs that we plan to deliver in 2024 to the Ministry and member municipalities by Feb. 28<sup>th</sup>, 2022.
- Have agreements in place for all non mandatory services by January 1, 2024
- MVCA would like to develop one agreement with its member municipalities that includes both mandatory and non-mandatory services. MVCA has only one service that is considered to be non mandatory, extension services for stewardship (tree planting, soil and water conservation, delivery of the Wellington and Huron Clean Water Projects)
- Stewardship services are core service in an agricultural watershed. They cost less than 10% of the levy. Our extension staff also help to deliver mandatory services.
- MVCA would like to develop an agreement for all our services with our member municipalities by the end of June 2022.
- We would be happy to answer any questions that council may have on the information that we have presented.
- Thank you again for the opportunity to meet with council this evening.



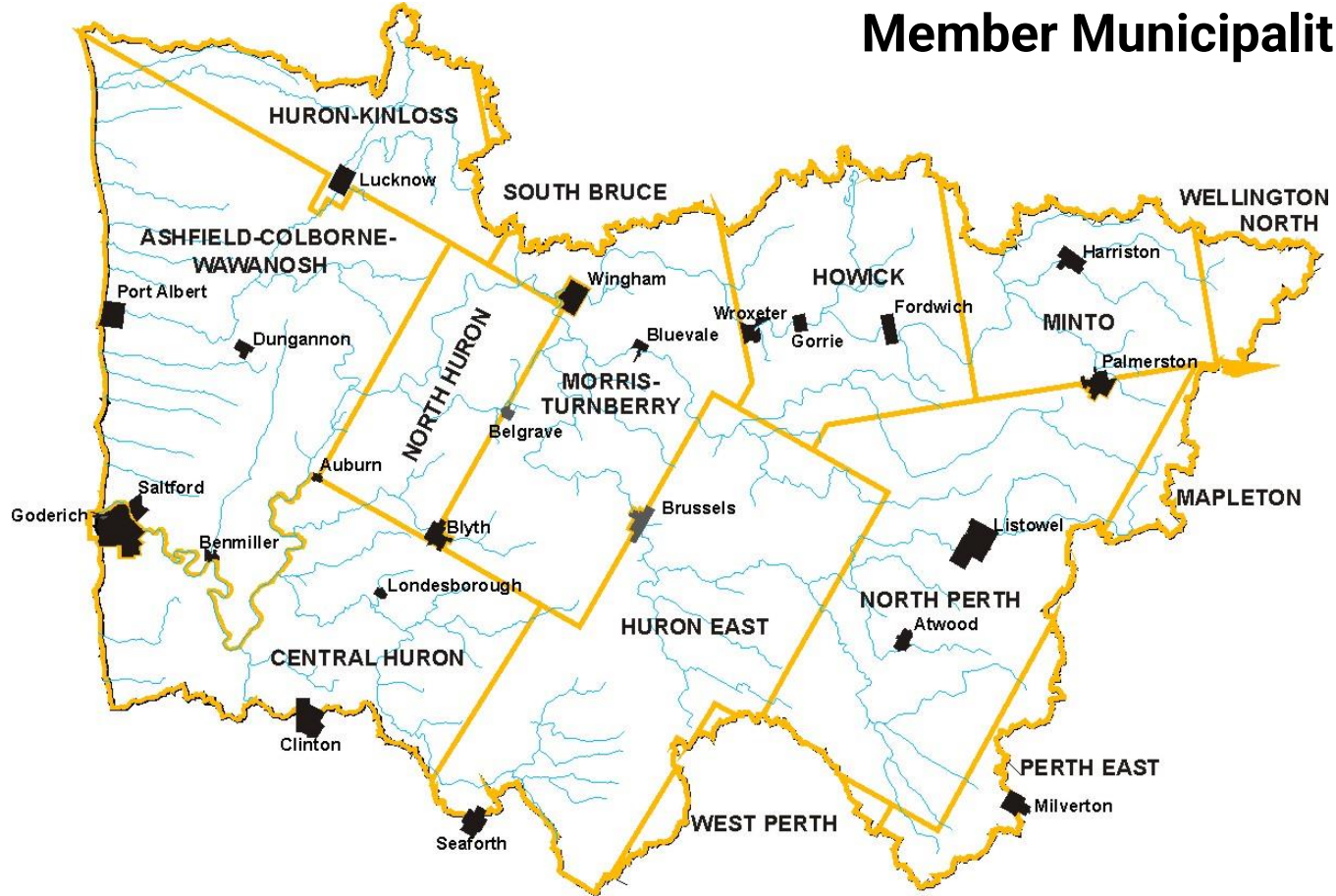
**Maitland Conservation**  
*Working for a healthy environment.*




- Priorities for 2022
- Budget and Levy
- CA Regulatory Changes



# Member Municipalities



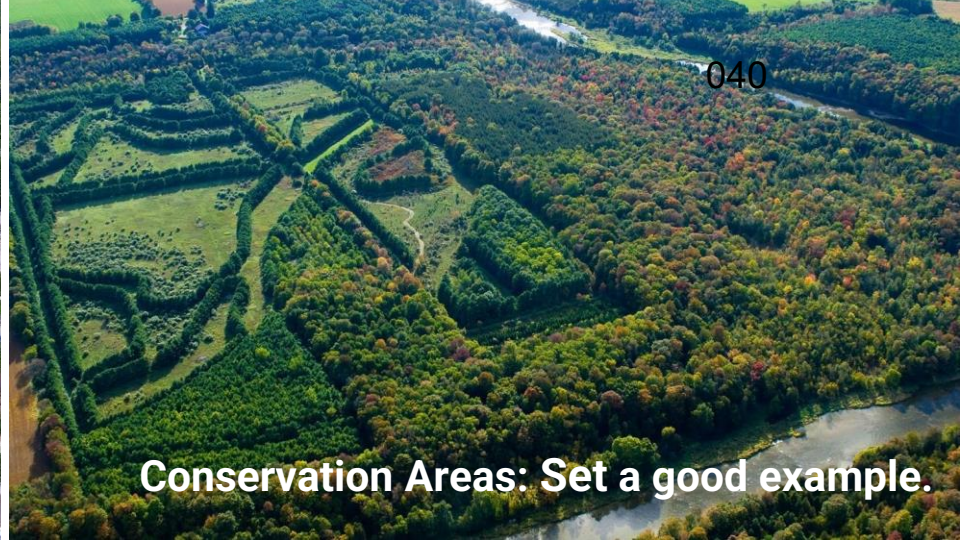


**Providing leadership  
to protect and  
enhance water,  
forests and soil.**

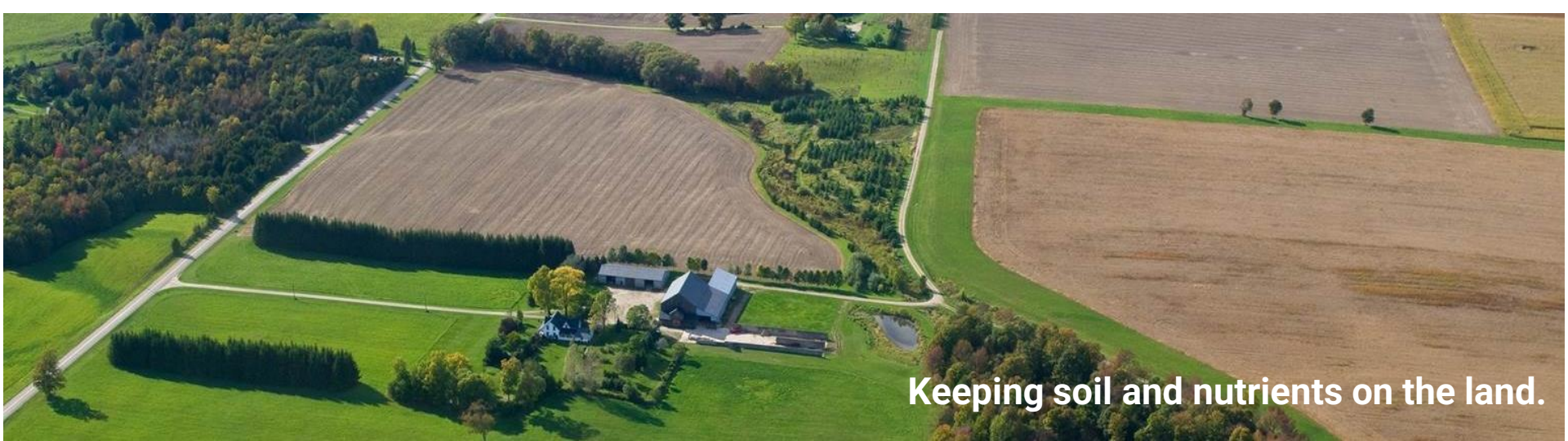




**Reducing the risk for property damage.**



**Conservation Areas: Set a good example.**



**Keeping soil and nutrients on the land.**

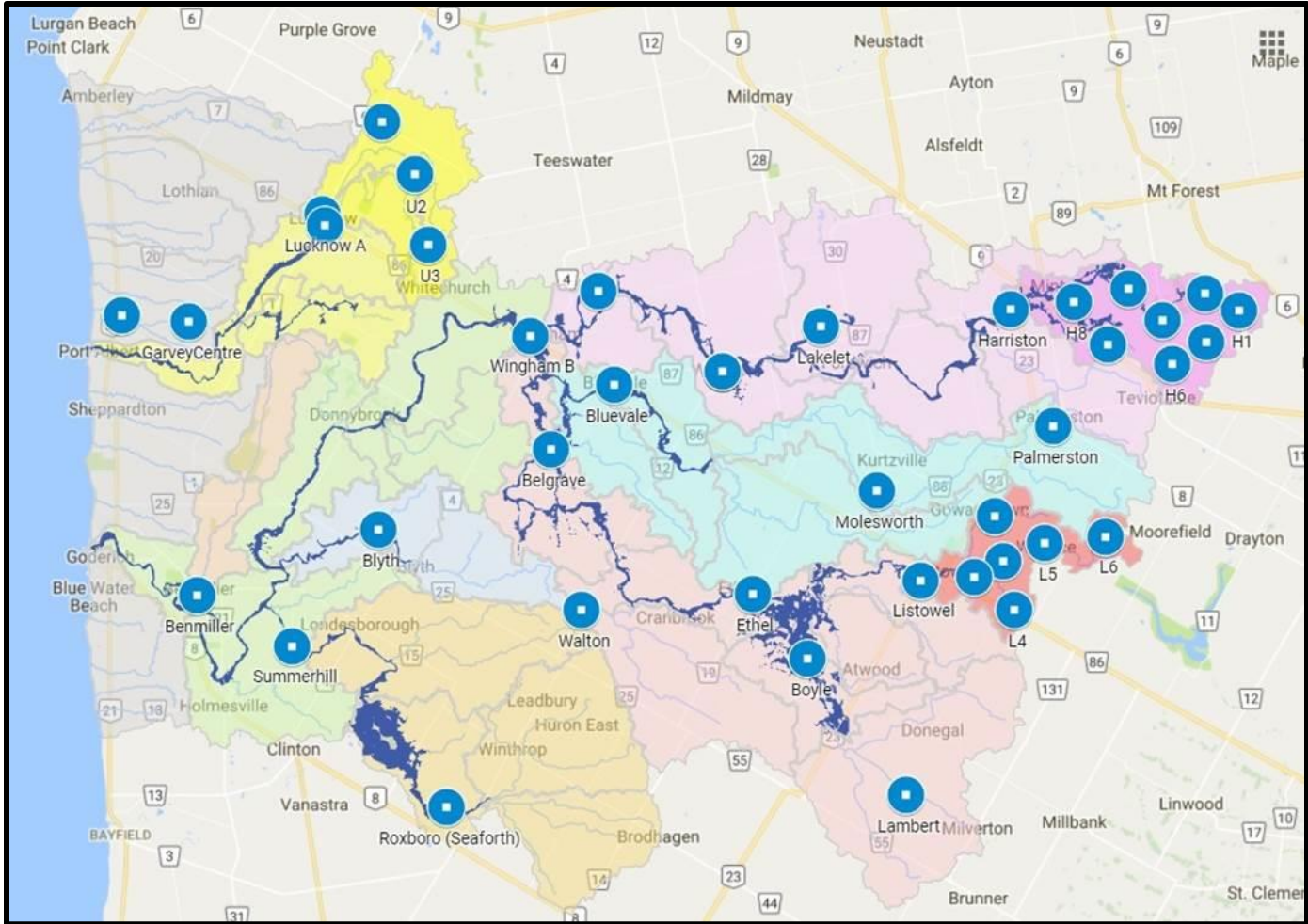
# Flooding & Erosion Safety Services



Shoreline Hazard  
Mapping Update  
Project  
2022 - 2025



**Town of Minto -  
flood mitigation  
and Special Policy  
Area update**



Flood Forecasting Network

An aerial photograph showing a restored headwater stream. The stream is a narrow, winding channel of water that meanders through a lush green landscape. It is bordered by dense vegetation, including tall grasses and yellow wildflowers. To the left of the stream is a large, vibrant green field, likely a pasture or crop field. In the background, there are more fields, a road, and a dense forest of trees. The overall scene depicts a healthy, restored natural environment.

**Middle Maitland  
Headwaters  
Restoration Project**



# Forest Health Assessment



# **Watershed Stewardship Services**

**Wellington Rural  
Water Quality  
Program**

# Conservation Areas



Increased  
Conservation Area  
use throughout  
2021







050



# 2022 Budget and Levy



- Stable base for core services
- Maintain critical infrastructure and equipment

# 2022 Draft Budget:

\$5,057,479



## 2022 Draft Levy

	2021 Approved Levy	2022 Draft Levy	Change
Township of Wellington North	<b>\$45,094</b>	<b>\$48,881</b>	<b>\$3,787</b>

# Regulatory Changes

## Mandatory Services

- Natural Hazards, Conservation Areas,
- Drinking Water Source Protection
- Non Mandatory: Stewardship Extension Services

- **Transition Plan submitted– Dec. 31, 2021**
- **Inventory of Services and Programs – Feb. 28, 2022**
- **Municipal Agreements – January 1, 2024**



THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH  
 MINUTES OF REGULAR COUNCIL MEETING – JANUARY 10, 2022 at 2:00 P.M.  
 VIA WEB CONFERENCING <https://www.youtube.com/watch?v=CrzsOngho0U>

<b>Members Present:</b>	<b>Mayor:</b>	<b>Andrew Lennox</b>
	<b>Councillors:</b>	<b>Sherry Burke</b>
		<b>Lisa Hern</b>
		<b>Steve McCabe</b>
		<b>Dan Yake</b>
 <b>Staff Present:</b>		
	<b>Chief Administrative Officer:</b>	<b>Michael Givens</b>
	<b>Director of Legislative Services/Clerk:</b>	<b>Karren Wallace</b>
	<b>Deputy Clerk:</b>	<b>Catherine Conrad</b>
	<b>Director of Finance:</b>	<b>Adam McNabb</b>
	<b>Director of Operations:</b>	<b>Matthew Aston</b>
<b>Manager of Environment and Development Services:</b>		<b>Corey Schmidt</b>
<b>Manager of Transportation Services:</b>		<b>Dale Clark</b>
<b>Community Recreation Coordinator:</b>		<b>Mandy Jones</b>
<b>Manager of Recreation Services:</b>		<b>Tom Bowden</b>
<b>Deputy Chief Building Official:</b>		<b>Brian Corley</b>
<b>Development Clerk:</b>		<b>Tammy Pringle</b>
<b>Economic Development Officer:</b>		<b>Dale Small</b>
<b>Human Resources Manager:</b>		<b>Chanda Riggi</b>
<b>Director of Fire Services:</b>		<b>Chris Harrow</b>
<b>Senior Planner:</b>		<b>Jessica Rahim</b>
<b>Senior Planner:</b>		<b>Mathieu Daoust</b>

### CALLING TO ORDER

Mayor Lennox called the meeting to order.

### ADOPTION OF THE AGENDA

RESOLUTION: 2022-001

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT the Agenda for the January 10, 2022 Regular Meeting of Council be accepted and passed.

CARRIED

### DISCLOSURE OF PECUNIARY INTEREST

No pecuniary interest disclosed.

### PRESENTATIONS

1. Saugeen Valley Conservation Authority  
 Jennifer Stephens, General Manager/Secretary-Treasurer
  - 2022 Draft Budget

Ms. Stephens reviewed the history of conservation authorities in Ontario, flood forecasting and warning systems, environmental planning and regulations, water quality, water management, stewardship activities, conservation education, forestry, non-revenue parks and property management, and 2022 Draft Budget - operations (general

levy). Wellington North's 2022 levy will be \$73,997, an increase of \$4172 over the 2021 levy.

The Conservation Authority Act Regulations – Phase 1 and was reviewed and includes:

- i) Mandatory Programs and Services Regulation (O.Reg. 686/21),
- ii) Transition Plan and Agreements Regulation (O.Reg. 687/21)
- iii) Rules of Conduct in Conservation Areas Regulation (O.Reg. 688/21)

2. Safe Communities Wellington County  
Christine Veit, Programme Coordinator

- Safety and Well-Being Plan

Ms. Veit provided background information on Safe Communities Wellington County, the Executive members, and reviewed the Safety and Well-Being Plan. The Ministry of the Solicitor General mandated all municipalities to create a Community Safety and Well-Being Plan. Wellington County, through Safe Communities, was able to create and complete a plan for the County that encompasses all municipalities. All Wellington County municipalities agreed to support Safe Communities. The plan was submitted prior to the July 21, 2021 deadline. The framework is intended to be holistic and requires planning at all levels. It is a collaborative process to ensure services work together. The plan is to be considered as a guideline and a place to start to make Wellington North a safer place. Every municipality must have a safe community group or have a constant representative on the leadership table. Each municipality is required to provide an annual update to the leadership table. Social development and prevention are the areas we want to focus on. Other areas are risk intervention and emergency response. Action groups are following the preliminary issues for attention. Currently they are following on and off-road vehicle safety, instances of falls in the older population, providing easier access to mental health support, decreasing the escalating numbers of intentional self-harm, and decreasing the amount of accidental poisonings. This year they would like to add improving the safety of vulnerable road users, increase safety protocols within organized sport organizations, and efforts to reduce agriculture related injuries.

3. Andrew Coburn, Coburn Insurance Brokers Ltd.

- Township of Wellington North 2022/2023 Insurance & Risk Management

Mr. Coburn presented a general overview of the insurance landscape. The hardening trends which the industry started to experience in 2019 have continued. The market is difficult with little room for negotiation and there is a reduced capacity and increased rates as a whole. Primary coverages affected are property and general liability and cyber insurance. In regard to the Township's coverage there has been not change. Marsh McLellan's policy is \$269,000, a 16% increase year over year, which is favourable in the marketplace. This is a sign of the marketplace with few insurers wanting in this space and with many pulling out. The Township of Wellington North provided instruction to seek terms from another provider for the 2022/2023 term. A proposal from Intact Public Entities, formerly Frank Cowan Group, is \$264,000, which is a 2% difference. It was suggested to accept the proposal from Intact Public Entities

and to consider value added services such as risk management and social media seminars.

RESOLUTION: 2022-002

Moved: Councillor Hern

Seconded: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North accept the proposed insurance coverage for the Township of Wellington North for the year beginning January 1, 2022.

CARRIED

4.

4. Adam McNabb, Director of Finance

- 2022 Budget / Public Presentation

The 2022 budget overview included:

- 2022 tax levy increase (operating only)
- Operating budget summary analysis by segment
- Reserves and Reserve Fund impact on operating budget (net transfers)
- 2022 fully loaded budget
- Distribution of tax dollars collected by the Township
- Municipal taxes on typical property types (estimates)
- Tax rate trend
- Draft Capital Program – 2022
- Infrastructure Gap
- 2022 budget overview – revenues
- 2022 budget overview – expenses and transfers

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

RESOLUTION: 2022-003

Moved: Councillor McCabe

Seconded: Councillor Yake

THAT the Council of the Corporation of the Township of Wellington North recess the January 10, 2022 Regular Meeting of Council for the purpose of holding a Public Meeting under the Planning Act:

- Avila Investments Ltd., Zoning By-law Amendment
- Housekeeping, Zoning By-law Amendment
- Mary and Paul Bolen, Zoning By-law Amendment

CARRIED

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

RESOLUTION: 2022-004

Moved: Councillor McCabe

Seconded: Councillor Yake

THAT the Council of the Corporation of the Township of Wellington North resume the January 10, 2022 Regular Meeting of Council at 4:49 p.m.

CARRIED

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

- a. By-law Number 008-22 being a by-law to amend By-law 66-01, being a Zoning By-law for the Township of Wellington North. (Part Lot 14, Concession 2 with civic address of 9131 Concession 2, Mary and Paul Bolen)

RESOLUTION: 2022-005

Moved: Councillor Burke

Seconded: Councillor Yake

THAT By-law Number 008-22 being a by-law to amend By-law 66-01, being a Zoning By-law for the Township of Wellington North be read a First, Second and Third time and enacted, as amended by removing the reference to two existing sheds. (Part Lot 14, Concession 2 with civic address of 9131 Concession 2, Mary and Paul Bolen)

CARRIED

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

1. Regular Meeting of Council, December 13, 2021
2. Public Meeting, December 13, 2021

RESOLUTION: 2022-006

Moved: Councillor McCabe

Seconded: Councillor Hern

THAT the minutes of the Regular Meeting of Council and the Public Meeting held on December 13, 2021 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**

3a, 3b, 5a

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

RESOLUTION: 2022-007

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT all items listed under Items for Consideration on the January 10, 2022 Council agenda, with the exception of those items identified for separate discussion, be approved and the recommendations therein be adopted:

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Saugeen Valley Conservation November 18, 2021 Authority Meeting.

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Mount Forest Business Improvement Association meeting held on December 14<sup>th</sup>, 2021.

THAT the Council of the Corporation of the Township of Wellington North receive Grand River Conservation Authority Summary of the General Membership Meeting held on December 17, 2021.

THAT the Council of the Corporation of the Township of Wellington North receive the Planning Report prepared by Matthieu Daoust, Planner, County of Wellington, dated December 7, 2021, regarding Pinestone Homes (Eastridge Phase III & IV), Lots 1, 2, 15, 16, 17, 18, 19, 27, 28, 29, Blocks 30 & 31, Registered Plan 61M-241, Part Lot Control Exemption Application.

THAT the Council of the Corporation of the Township of Wellington North receive the Planning Report prepared by Matthieu Daoust, Planner, County of Wellington, dated December 22, 2021, regarding 5033745 Ontario Inc., PT PARK LOT 1 S/S DURHAM ST; E/S MAIN ST RP 60R2577 PART;2PT. PLAN 61R-22137, Part Lot Control Exemption Application.

THAT the Council of the Corporation of the Township of Wellington North receive Report DC 2022-001 being a report on Consent Application (Severance) B111-21 known as Part Park Lot 4, South side of Durham St., East side of Main St., Plan Towns of Mount Forest;

AND FURTHER THAT the Council of the Township of Wellington North supports consent application B111-21 as presented with the following conditions:

- THAT the Owner satisfy all the requirements of the local municipality, financial and otherwise (included but not limited to Taxes paid in Full; a Fee of \$130.00 for Township Clearance Letter of conditions — or whatever fee is applicable at the time of clearance under the municipal Fees and Charges by-law) which the Township of Wellington North may deem to be necessary at the time of issuance of the Certificate of Consent for the proper and orderly development of the subject lands;
- THAT the Owner satisfy the requirements of the Township of Wellington North in reference to parkland dedication fee be \$1,000/lot or part lot created, in 2021; (or whatever fee is applicable at the time of clearance under the municipal Fees and Charges by-law) as provided for in the Planning Act, R.S.O. 1990;
- THAT the applicant enters into a development agreement with the Township to address the development of the property including but not limited to drainage, grading, servicing, road improvements and shared infrastructure with the adjacent lands (draft plan of subdivision (23T-18004) to the satisfaction of the Township;
- THAT the applicant provide a traffic impact assessment of the proposed development to the satisfaction of the Township;
- THAT driveway access can be provided to the severed lands to the satisfaction of the Township; and
- THAT servicing can be provided to the severed lands to the satisfaction of the Township;

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

THAT the Council of the Corporation of the Township of Wellington North receive Report EDO 2022-003 Community Improvement Program;

AND FURTHER THAT Council approve the following Community Improvement Grants:

- \$1,535 to HairForce One Barber Shop at 129 Wellington Str. East, Mount Forest
- \$2,500 to Precious Paws at Unit 1, 286 Main Street S, Mount Forest

THAT the Council of the Corporation of the Township of Wellington North receive the Vendor Cheque Register Report dated January 4, 2022.

THAT the Council of the Corporation of the Township of Wellington North receive the correspondence from Frank Vanderloo, P. Eng., B.M. Ross and Associates Limited, dated December 29, 2021, regarding Lucas Subdivision, Mount Forest (Reeves Construction Limited), Draft Plan 23T-79087, Final Acceptance of Stage 4, Phase 1 (Lots 8 to 20), Securities Release, Phase 1;

AND FURTHER THAT the Council of the Corporation of the Township of Wellington North grant Reeves Construction Limited, for the Lucas Subdivision (Draft Plan 23T-79087) in the community of Mount Forest:

1. Final Acceptance for Stage 4 of Phase 1 (Lots 8 to 20); and
2. Release of the remaining \$30,000.00 in securities for Phase 1.

THAT the Council of the Corporation of the Township of Wellington North receive the correspondence from Dustin Lyttle, P. Eng., Triton Engineering Services Limited, dated January 4, 2022, regarding Maple Ridge Estates Subdivision (Kenilworth), Interim Security Reduction;

AND FURTHER THAT Council authorize that the current securities held by the municipality be reduced to \$309,000.00.

THAT the Council of the Corporation of the Township of Wellington North receive the Grand River Conservation Authority Member Attendance January 1 – December 31, 2021.

THAT the Council of the Corporation of the Township of Wellington North receive the Grand River Conservation Authority Report number: GM-12-21-100, Final Transition Plan – Requirement under Ontario Regulation 687/21.

THAT the Council of the Corporation of the Township of Wellington North receive the Crime Stoppers Guelph Wellington, Winter 2021-22 Newsletter.

THAT the Council of the Corporation of the Township of Wellington North receive the Saugeen Valley Conservation Authority, correspondence dated December 24, 2021, regarding Transition Plan Submission.

CARRIED

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

RESOLUTION: 2022-008

Moved: Councillor Burke

Seconded: Councillor Yake

THAT the Council of the Corporation of the Township of Wellington North receive Report EDO 2022-001 being a report on the Wellington North Municipal Cultural Plan,

AND FURTHER THAT Council, in recognition of the importance of cultural planning, as well as the contribution of local cultural resources to the quality of life and sense of

community across the township, supports the updated Municipal Cultural Plan as presented,

AND FURTHER THAT Council remains committed to the Guiding Assumptions and Vision of “Preserving, promoting and developing Wellington North’s unique cultural resources to build a vibrant and prosperous community” as first adopted by council in 2013.

CARRIED

RESOLUTION: 2022-009

Moved: Councillor McCabe

Seconded: Councillor Hern

THAT the Council of the Corporation of the Township of Wellington North receive Report EDO 2022-002 pertaining to the Arthur 2022: 150th Anniversary of Incorporation,

AND FURTHER THAT The Council of the Corporation of the Township of Wellington North declares the celebrations, to be held from June 30th – July 4th, 2022, as Municipally significant and a recognized Community Festival in order to support the various licensing, insurance, and promotional requirements;

AND FURTHER THAT Council approve the 500 foot limit on the flyby of the CF-18 Demo Jet scheduled for July 2, 2022 from 12:00 p.m. to 1:00 p.m.

CARRIED

RESOLUTION: 2022-010

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North receive the Technical Memorandum – Arthur Well Exploration Update 1, TW1-21 Construction and Preliminary Testing, dated January 4, 2022, prepared by R.J. Burnside & Associates Limited.

CARRIED

#### **NOTICE OF MOTION**

No notice of motion tabled.

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

No community group meeting program reports tabled.

#### **BY-LAWS**

- a. By-law Number 001-22 being a by-law to authorize temporary borrowing from time to time to meet current expenditures during the fiscal year ending December 31, 2022
- b. By-law Number 002-22 being a by-law to provide for an interim tax levy on all assessment within specific tax classes and to provide a penalty and interest rate for current taxes in default and tax arrears

- c. By-law Number 003-22 being a by-law to adopt a budget including estimates of all sums required during 2022 for operating and capital, for purposes of the municipality
- d. By-law Number 004-22 being a by-law to exempt lands from Part Lot Control, Pinestone Homes
- e. By-law Number 005-22 being a by-law to exempt lands from Part Lot Control, 5033745 Ontario Inc. (Wilson)
- f. By-law Number 006-22 being a by-law to amend By-law 016-21 being a by-law to establish fees and charges for recreation services provided by the municipality
- g. By-law Number 007-22 being a By-law to establish fees and charges for recreation services provided by the municipality

RESOLUTION: 2022-011

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT By-law Number 001-22, 002-22, 003-22, 004-22, 005-22, 006-22 and 007-22 be read a First, Second and Third time and enacted.

CARRIED

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

RESOLUTION: 2022-012

Moved: Councillor Hern

Seconded: Councillor Yake

THAT By-law Number 009-22 being a By-law to Confirm the Proceedings of the Council of the Corporation of the Township of Wellington North at its Regular Meeting held on January 10, 2022 be read a First, Second and Third time and enacted.

CARRIED

#### **ADJOURNMENT**

RESOLUTION: 2022-013

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT the Regular Council meeting of January 10, 2022 be adjourned at 5:25 p.m.

CARRIED

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**CLERK**

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**MAYOR**



**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH  
PUBLIC MEETING MINUTES – JANUARY 10, 2022 @ 2:00 P.M.  
VIA WEB CONFERENCING <https://www.youtube.com/watch?v=CrzsOngho0U>**

<b>Members Present:</b>	<b>Mayor:</b> <b>Councillors:</b>	Andrew Lennox Sherry Burke Lisa Hern Steve McCabe Dan Yake
<b>Staff Present:</b>	<b>Chief Administrative Officer:</b> <b>Director of Legislative Services/Clerk:</b> <b>Deputy Clerk:</b> <b>Director of Finance:</b> <b>Director of Operations:</b> <b>Manager of Environment and Development Services:</b> <b>Manager of Transportation Services:</b> <b>Community Recreation Coordinator:</b> <b>Manager of Recreation Services:</b> <b>Deputy Chief Building Official:</b> <b>Development Clerk:</b> <b>Economic Development Officer:</b> <b>Human Resources Manager:</b> <b>Director of Fire Services:</b> <b>Senior Planner:</b> <b>Senior Planner:</b>	Michael Givens Karren Wallace Catherine Conrad Adam McNabb Matthew Aston Corey Schmidt Dale Clark Mandy Jones Tom Bowden Brian Corley Tammy Pringle Dale Small Chanda Riggi Chris Harrow Jessica Rahim Mathieu Daoust

#### **CALLING TO ORDER - Mayor Lennox**

Mayor Lennox called the meeting to order.

#### **DISCLOSURE OF PECUNIARY INTEREST**

No pecuniary interest declared.

#### **OWNERS/APPLICANT**

Avila Investments Ltd. – ZBA25/21

#### **LOCATION OF THE SUBJECT LAND**

The land subject to the proposed amendment is legally described as Part Parks lots Q & R, Survey MacDonald's Mount Forest, Part Lot 2, Concession WOSR, Divisions 3 & 4, geographic Arthur Township, being Parts 1 on Reference Plan 61R-7881, Township of Wellington North. The property is approximately 31.1 ha (76.8 ac) in size and is currently vacant.

#### **PURPOSE AND EFFECT OF THE APPLICATION**

The purpose and effect of the proposed amendment is to rezone the subject lands from Industrial Site Specific Holding (H)M1-26 & (H)M1-27 and Natural Environment Site Specific (NE-28) zone to Site Specific Low Density Residential (R1B-xx) zone, Low Density Residential (R1C-xx) zone, Medium Density Residential (R2-xx) zone, High Density Residential (R3-xx) zone, Highway Commercials (C2-xx) zone and Open

Space (OS) zone. This rezoning is a condition of the Draft Plan of Subdivision 23T-13002.

**NOTICE**

Notices were mailed to property owners within 120 m of the subject property as well as the applicable agencies, posted on the subject property and posted in the Wellington Advertiser on December 16<sup>th</sup>, 2021.

**PRESENTATIONS**

- Jessica Rahim, Senior Planner, County of Wellington, Township of Wellington North
  - Planning Report dated January 4, 2022

An application to amend the Zoning By-law to implement the proposed Draft Plan of Subdivision 23T-13002 has been submitted to the Township. The purpose of this report is to provide the Township with an overview of the above reference zone amendment application and to facilitate the public meeting. Further, this statutory public meeting will provide the opportunity for the community and area residents to ask questions and seek more information from the applicant. A meeting will be held at a future date for Council to consider the proposed amendment to the zoning by-law.

**Location**

The land subject to the proposed amendment is situated in the Urban Centre of Mount Forest (Wellington North) and is legally described as Part Parks lots Q & R, Survey MacDonald’s Mount Forest, Part Lot 2, Concession WOSR, Divisions 3 & 4, geographic Arthur Township, being Parts 1 on Reference Plan 61R-7881, Township of Wellington North. The property is approximately 31.1 hectares.

**Proposal**

The proposed Zoning By-law amendment will rezone the subject lands from Industrial Site Specific Holding (H)M1-26 & (H)M1-27 and Natural Environment Site Specific (NE-28) zone to:

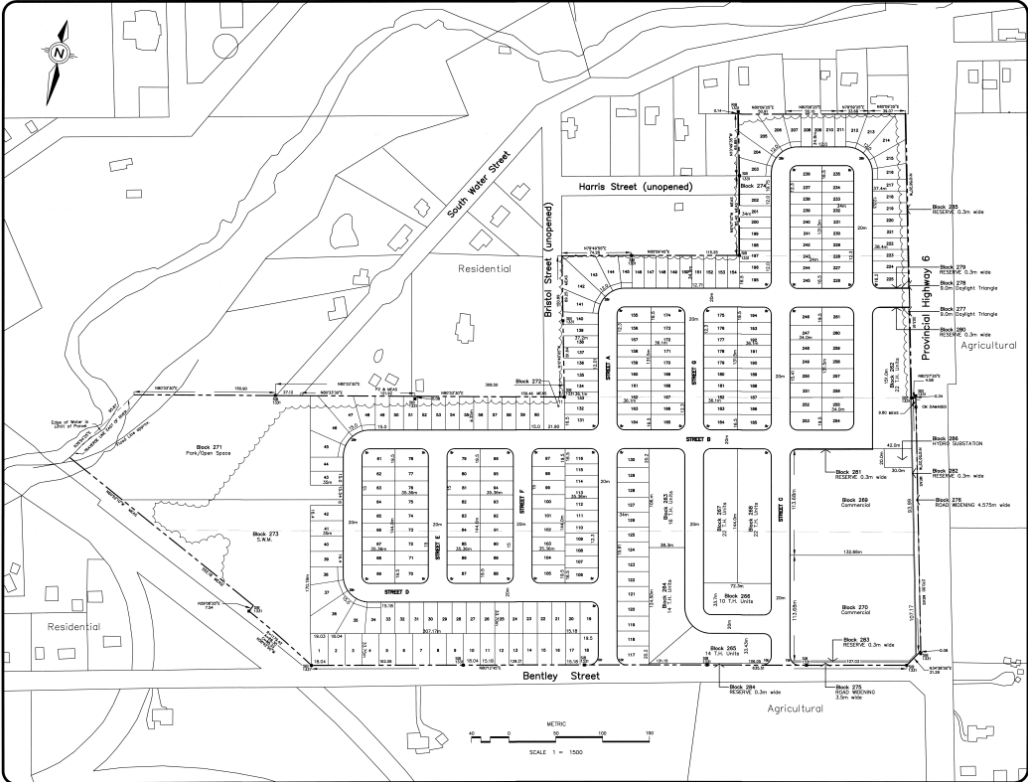
- Low Density Residential (R1B) zone;
- Site Specific Low Density Residential (R1B-xx) zone;
- Site Specific Low Density Residential (R1C-xx) zone;
- Site Specific Medium Density Residential (R2-xx) zone;
- Site Specific High Density Residential (R3-xx) zone;
- Site Specific Highway Commercials (C2-xx) zone; and
- Open Space (OS) zone

The Subdivision (23T-13002) was draft approved on October 2, 2018. The details of the Draft Plan of Subdivision are as follows:

Table 1: Land Use Schedule:

<b>Land Use</b>	<b>Area (Ha)</b>	<b>Units</b>
Single Detached Residential (Lots 1-116, 131-245)	12.296	231
Semi-detached Residential (Lots 117-130, 246-261)	1.672	60
Street Townhouse Units (Blocks 262-268)	3.106	120

Commercial (Blocks 269-270)	2.953	
Park/Open Space Area (Block 271)	2.574	
Walkway (Block 272 & 274)	0.144	
Stormwater Management (Block 273)	1.722	
<b>Total</b>	<b>31.142</b>	<b>411</b>



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

**A Place to Grow**  
 The Growth Plan for the Greater Golden Horseshoe, 2019, came into effect on May 16, 2019.

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

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

#### Wellington County Official Plan Policy Framework

The lands subject to the amendment are designated RESIDENTIAL and HIGHWAY COMMERCIAL with a Special Policy Area PA6-8 in the Urban Centre of Mount Forest. The property is located outside of the defined “built boundary” and therefore is considered a Greenfield area.

#### Intensification

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

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

Section 3.5 of the Plan allocates growth to the local municipalities. Wellington North is anticipated to grow from 12,490 persons in 2016 up to 17,085 persons in 2036. An additional 1695 households are predicted.

Section 4.4.3 of the Official Plan encourages intensification in urban centres and further states in subsection a) that the plan supports increased densities in newly developing greenfield areas with a broad mix of housing types.

Section 4.4 of the Plan outlines Housing policies. The main applicable policy, Section 4.4.4, deals with Greenfield Housing, and requires a gross density of at least 16 residential units per gross hectare (6.5 units per gross acre). The development as proposed has 16 units per gross hectare (6.5 units per gross acre).

Section 4.4.5, Affordable Housing, requires a minimum of 25% of new housing units in the County to be affordable. This is to be accomplished mainly through accessory apartments, semi-detached, duplex, townhouse and apartment units. This proposal will exceed this target as 44% of the housing unit types fall into this category.

#### Residential Designation

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

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

#### Highway Commercial Designation

The policies of Section 8.6.2 of the Official Plan sets out a number of objectives for highway commercial development including, a) to provide commercial services for the

travelling public, and c) to provide, on a limited basis, convenience facilities to serve the daily needs of the local residents.

Section 8.6.3 of the Plan indicates that residential uses may be permitted within mixed use development provided that commercial uses are located at street level, and land use compatibility can be addressed. The applicants are proposing the commercial blocks in the draft plan of subdivision to have mixed commercial uses on the main floor level and residential dwelling units above.

Special Policy Area PA6-8

PA6-8 Murphy Lands:

*“The lands identified as PA6-8 on Schedule “A6-1” may be used for Highway Commercial uses as set out in Section 8.6 of this Plan. Limited retail uses including a retail drug store and financial institution(s), but not including a grocery store, are also allowed. Additional commercial uses may be included in a zoning bylaw provided such additional uses are supported by a market study being completed to the satisfaction of the municipal”.*

Wellington North Community Growth Plan

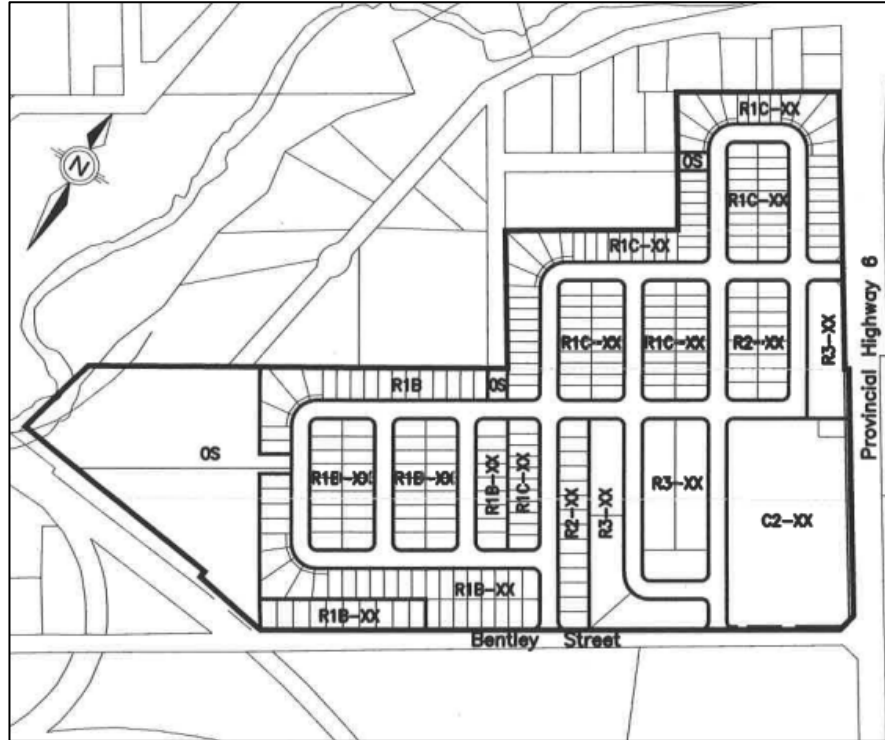
The following relevant Growth Management Goals have been identified:

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

Wellington North Zoning By-law 66-01

The subject lands are currently zoned Industrial Site Specific Holding (H)M1-26 & (H)M1-27 and Natural Environment Site Specific (NE-28). An application to amend the Zoning By-law to implement the proposed Draft Plan of Subdivision 23T-13002 has been submitted to the Township. The amendment would permit the development of 231 single detached lots, 30 semi-detached lots (60 units), 120 street townhouses, two Commercial Blocks, a Park Block and a Stormwater Management Block.

This amendment is also seeking zoning relief to permit reductions in frontage and setbacks and increased building height in the commercial blocks, in order to accommodate the mixed uses on the main floor level and 4 storeys of residential units above for a total of 5 storeys. The proposed zoning and associated site specific criteria is provided below:



	Required	Proposed
<b>R1B Zoning Provisions:</b> LOT FRONTAGE, Minimum EXTERIOR SIDE YARD, Minimum	15 m (49.2 ft) 6 m (19.7 ft)	18 m (59 ft) along Bentley St. 4.5 m (14.76 ft)
<b>R1C Zoning Provisions:</b> EXTERIOR SIDE YARD, Minimum	6 m (19.7 ft)	4.5 m (14.76 ft)
<b>R2 Zoning Provisions – Semi-detached:</b> LOT FRONTAGE, Minimum per dwelling LOT FRONTAGE, Minimum separate lot EXTERIOR SIDE YARD, Minimum	18 m (59 ft) 9 m (29.5 ft) 6 m (19.7 ft)	15 m (49.2 ft) 7.5 m (24.6 ft) 4.5 m (14.76 ft)
<b>R3 Zoning Provisions- Street Townhouse:</b> LOT FRONTAGE, Minimum • Corner lot EXTERIOR SIDE YARD, Minimum	6.5 m (21.3 ft) 14 m (46 ft) 6 m (19.7 ft)	6 m (19.7 ft) 10.5m (34.4 ft) 4.5 m (14.76 ft)
<b>C2 Zoning Provisions:</b> BUILDING HEIGHT, Maximum	12.5 m (41 ft)	18.5 m (60.7 ft)

**Holding**

The subject lands currently have a holding provision that remains in place. The holding may be lifted as follows:

Council may pass a By-law removing the holding symbol once it is satisfied that the following matters have been adequately addressed:

- I. Adequate municipal services, including a suitable road entrance, are or will be available to the lands
- II. A satisfactory stormwater management plan has been completed, in consultation with the Saugeen Valley Conservation Authority.

### **Next Steps**

Following the Public Meeting, staff will finalize the technical review of the amendment to the zoning by-law. An amending by-law will be forwarded to Township Council for consideration at a later date. If the amending by-law is approved by Township Council at a later meeting, and the appeal period has been met, there are a number of conditions placed on the Draft Plan of Subdivision 23T-13002 that still need to be addressed before construction can begin. The following matters will be brought back to Council, in addition to the amending by-law regarding subdivision 23T-13002:

- Sewage allocation for the subdivision;
- Holding removal report once the provisions are adequately addressed; and
- Development agreement.

Planning staff note that the engineering design details are underway in order to address stormwater management, traffic, grading etc. This will be reviewed by Township Staff before the subdivision agreement can be finalized.

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

- Danielle Walker, Wellington Source Water Protection
  - Email dated December 17, 2021 (No Objection)
- Edward Duncan Boxall, 250 Harris Street, Mount Forest (addendum A)
  - No objection to rezoning but noted concerns about wet areas in Lots Q and R and on his property
- Peter and Elizabeth Mogenson, 140 South Water St., Mount Forest (addendum B)
  - No objection to rezoning by noted concerns with flooding issues

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

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

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

Barb and Tom Schellenberger, Registered

Questions and concerns:

- Street widths and on street parking. Will there be parking on both sides of the street, or one side only, and how will emergency vehicles be accommodated?
- Sidewalks. Will the sidewalks be on one side of the street only, as per the Township development standards? There is a lot of foot traffic on Bentley Street. Will sidewalks be considered on Bentley Street?
- There are a lot of site-specific relief proposals for side yard, frontage, etc. that will make the development very dense. Where will the semis be located? Will street A on the southeast side be single family dwellings or semis?

- Do we have fire vehicles that can adequately service a situation in the five-storey commercial and residential buildings? The Growth Plan recommends five-storey buildings in the downtown core. Why should there be an exemption in an area that will be highly visible when coming into Mount Forest on Highway 6?
- Noticed that buffering is proposed along the highway and would like to see natural buffering, rather than fencing. Will there be trees along Bentley Street?
- Will 5% of the land be going to the Township for parkland or will it cash? If it is cash, they would like to have the money dedicated to parks and trails in the immediate area. Block 27 is labelled as open space. Will this be for all generations? Blocks 272 and 274 will not be for vehicles. Will this be a trail that will connect the development to the town proper?
- Bentley Street is in poor condition and will deteriorate further with the development. Is there a capital plan by the Township?
- The County of Wellington Active Transportation Plan has conceptual plans for a trail route from #6 going west along South Water, then river, to Wellington Street (Allan & Geddes Survey, shown in recent Consent B85/21). This conceptual drawing could get walkers off Bentley Street.
- Phasing. Will development begin in servicing area?

John Cox, Planning Consultant

- There hasn't been any detailed discussion regarding parking on the streets. Sidewalks will be provided on at least one side of the street. There were never any considerations given to reduce rights of way for internal residential streets.
- The trail system intent was the linkage of Harris and Bristol Street that would facilitate trail linkages and provide access from outside the development as well. There would be potential for tot lots closer to some of the homes than the main park area. The main park area will be partly a natural area leading to the river and some open area which will be available for more active use. Part of the approval process includes a trail plan. Some of the work around the storm water area has taken that into consideration.
- There are some semi lots proposed on the east side of Street A where you enter the development. There are two street accesses to Bentley Street. The first being the commercial blocks and multiple residential; and the second the single detached dwellings.
- Phasing will be driven by what can be done with the access on Highway 6. It is anticipated that initial development will be where the services area.

Elsa Mann, Registered

- Requested that it be noted that an undertaking with the County of Wellington and the OMB stated that the lots fronting onto Bentley Street were to be 60 ft frontage, but they are now 59 ft. frontages.
- There is an opportunity to make this development a part of the community, rather than an appendage. As an example, there is a similar subdivision in the north west part of Elmira that has a connecting walking trailway system behind the properties. This helps to give it a sense of community and not be just a place to house people.
- Agree that natural buffering would be better than fencing.



- What is meant by mixed use of the commercial space? What will be housed there?
- Are there numbers to be extrapolated from the traffic studies happening since March 2020 given that traffic patterns are very different than pre Covid?

John Cox, Planning Consultant

- There is some natural buffering around the perimeter of the property.
- The mixed use proposed is adding the residential to the commercial. It is a Highway Commercial zone and there were some limits put in place when the official plan amendment was done in terms of large scale, specifically a grocery store. Any variation beyond that requires a market impact study. The ground floor must remain commercial.

John Kerr, Project Engineer

- A third party consultant traffic study is underway and is expected to be ready shortly. That will help determine phasing. They will work with the municipality, staff and Council on the phases.
- Stormwater management has been reviewed and approved in principle by the Conservation Authority, Township staff, and a consultant with B.M. Ross. It is currently under review with the Ministry of Environment for an ECA.
- Buffering will retain almost completely the vegetation in the western portion of the park block and the north western portion of the stormwater management block. There won't be any major intrusion into the hedgerows. The hedgerows around the perimeter will be maintained as much as possible. Any trees along the north side of Bentley will be maintained as well as they fit into the development, driveways, etc.

Elsa Mann asked where they can take further questions and concerns. Mayor Lennox explained that there have been public meetings regarding the plan of subdivision where there were significant comments from neighbours recorded. Those comments are still part of the record that staff and the applicant will work with. Further comments can be forwarded to Township staff. Many of the issues will be dealt with in the plan of subdivision, site plan and stormwater management. CAO Givens added that as it related to the initial public meeting and draft plan approval there were thirty-one conditions assigned to draft plan approval. A lot of those conditions address many of the concerns raised. The developer and their consultants must satisfy each condition for the subdivision to move forward. The Subdivision Agreement is the next step and gets into the specifics related to engineer design as part of schedules to the agreement. Council approves the Subdivision Agreement after staff work with the consultant and developer to create the agreement.

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

Councillor Yake stated that they do have an opportunity to make sure the development does fit into the community. He hoped the developer will take that into account. It will change the dynamics of the entrance into Mount Forest.

Councillor McCabe questioned if there will be a turn lane off Highway 6 onto Bentley Street. Matt Aston, Director of Operations explained that the entrance to Bentley

Street is under the jurisdiction of the MTO and ultimately the traffic impact assessment will be provided to determine what happens at that intersection.

Councillor Burke asked if the 100 ft. environmentally sensitive area can be left undisturbed as it might make a better natural buffer. Mr. Cox explained that the 100 ft buffer goes back to when the property was being proposed as industrial. The subdivision design is not retaining that buffer. The hedgerows around the perimeter will be retained and what is natural will stay natural to the best extent. Ms. Rahim provided mapping to show where the buffer for industrial was located.

Mayor Lennox noted that letters were received regarding drainage issues and asked if there are still considerations in place to help with this. CAO Givens explained that the developers have been very understanding of the concerns raised about the properties along the north property line and drainage issues. What is being proposed can be mitigated; but some of the issues pre-exist the development so the idea that this will correct all the existing conditions should not be assumed. The development will help with those issues but not fully fix issues that have been on those properties for many years. Property owners on South Water Street should also consider what they can do.

Councillor Yake asked if existing property owners must find a solution for themselves. CAO Gives stated that what is being proposed will improve the situation, but it is unknown to what extent. Frank Vanderloo, Engineer, B.M. Ross and Associates, commented that as part of the detailed review of the engineering submissions they are capturing all surface runoff from the development. For properties on South Water Street that abut the development they are installing rear yard storm sewers to capture that water. Most water being captured will be directed to the storm water management pond proposed. Due to grading some properties closer to the Main Street and 140 South Water Street the water cannot go to the stormwater pond. There was an effort to get an easement across properties; but that fell through. They are looking at a storm sewer and ditching going down unopened Harris Street and Bristol Street to direct it to a suitable outlet. It will cut off the catchment area currently going across South Water Street properties. It depends on phasing when this will benefit South Water Street properties. It could be many years before anything is implemented that could help South Water Street properties.

#### **OWNERS/APPLICANT**

Township of Wellington North – Housekeeping - ZBA 01/22

#### **LOCATION OF THE SUBJECT LAND**

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

#### **PURPOSE AND EFFECT OF THE APPLICATION**

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

- i) General typographical and mapping corrections.
- ii) Add and update definitions, including clarifying the definition of stacked townhouse.

- iii) Remove and/or amend site specific exemptions for expired garden suites, redundant restrictions and general adjustments.
- iv) Removal of redundant Holding provisions in various zones and added a blanket Holding provision under Section 7.3.

## NOTICE

Notices were mailed to the applicable agencies and posted in the Wellington Advertiser on December 16<sup>th</sup>, 2021.

## PRESENTATIONS

- Matthieu Daoust, Planner, County of Wellington, Township of Wellington North
  - Planning Report dated December 20, 2021
  - Chart of Township initiated amendments dated November 23, 2021
  - Draft By-Law (Council to receive for information. By-law to return to future meeting.)

### Planning Summary

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

### PURPOSE

Housekeeping changes or amendments are intended to keep a zoning by-law relevant with other policy or legislation, user friendly, accurate and manageable. The current Zoning By-law was adopted in 2001 and has undergone four housekeeping amendments (2003, 2009, 2013 and 2018). The 2022 proposed housekeeping changes have been compiled through day to day usage of the document and are to edit, clarify and update the By-law. These housekeeping amendments have been developed in consultation with Township Staff.

### PROPOSED CHANGES

Planning Staff have identified the key changes to the By-law below:

#### Stacked Townhouses

Proposed introduction of a Stacked Townhouse definition and provision: The existing By-law currently does not define or have provisions for stacked townhouses. The proposed addition is to permit stacked townhouses in the R3 zone under the Cluster Townhouse provisions. This change will permit stacked townhouses as of right within the R3 zone. This change will eliminate the need for a site specific zone amendment and stacked townhouses will provide an additional housing type to the residents of Wellington North. The maximum number of units in a row has been kept to six, with the opportunity to have a stacked unit above, bringing the maximum total number of units to 12 in one grouping. From a streetscape perspective this change would provide little to no impact as the proposed change would only alter the structural composition of the townhouse.

#### Holding By-laws

Consolidation of repetitive Holding provisions in a number of zones as it relates to matters addressing sufficient water and services: The proposed change would consolidate the repetitive Holding provision wording into a blanket Holding provision section under the general regulations section of the Zoning By-law. This change will increase the ease of use of the document.

#### Additional Residential Units (ARU)

Add wording to clarify that a detached ARU can only be located within an accessory structure and cannot be a standalone unit.

Add additional subsection to clarify the location of the detached ARU to be within 60m of the main residence. This ensures the ARU remains within the building cluster and decreases potential severance requests. Planning Staff note that an ARU may not be severed from a property under provincial policy and the County Official Plan.

#### Housekeeping Items

All of the proposed Township initiated amendments are set out in the attached chart, maps and draft By-law. The proposed amendments are intended to correct topographical errors, keep the by-law current and user friendly by introducing new criteria, enhance customer service by expediting appropriate development, maintain the effectiveness of the Zoning By-law and reduce the number of Committee of Adjustment applications.

#### Next Steps

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

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

Michael Oberle, Saugeen Conservation, email dated January 5, 2022 (no objection)

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

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

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

Barb Schellenberger inquired if five-storey buildings will be allowed everywhere in Wellington North, or just the downtown core. Mr. Daoust, Senior Planner, explained the amendment is for stacked townhouses with a maximum height of 10.5 metres.

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

No Comments or questions from Council.

## **OWNERS/APPLICANT**

Mary & Paul Bolen - ZBA 02/22

## **LOCATION OF THE SUBJECT LAND**

The land subject to the proposed amendment is described as Part Lot 14, Concession 2, with civic address of 9131 Concession 2. The property is 40 ha (98.8 ac) in size.

## **PURPOSE AND EFFECT OF THE APPLICATION**

The purpose and effect of the proposed amendment is to rezone the subject lands from Agricultural (A) Zone to Site Specific Agricultural (A-2) Zone. This application is seeking to rezone the retained agricultural portion of the property to prohibit any future residential development. This rezoning is a condition of severance application B77/21, that was granted provisional approval by the Wellington County Land Division Committee. The consent will sever a 1.8 ha (2.7 ac) rural residential parcel with an existing dwelling and a garage. A 39.5 ha (97.6 ac) vacant agricultural parcel will be retained. Additional relief may be considered at this meeting.

## **NOTICE**

Notices were mailed to property owners within 120 m of the subject property as well as the applicable agencies and posted on the subject property on December 15<sup>th</sup>, 2021.

## **PRESENTATIONS**

- Jessica Rahim, Senior Planner reviewed Asavari Jadhav, Junior Planner & Jessica Rahim, Senior Planner, County of Wellington, Township of Wellington North
  - Planning Report dated January 4, 2022

### Planning Opinion

The purpose of this zoning amendment is to prohibit future residential development on the retained agricultural portion of the subject land. This rezoning is a condition of severance application B77/21, that was granted provisional consent by the Wellington County Land Division Committee in November 2021. The consent will sever 1.8 ha (4.44 ac) rural residential parcel with an existing dwelling and garage from the retained 39.5 ha (97.6ac) agricultural parcel.

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

## **INTRODUCTION**

The property subject to the proposed amendment is legally described as Part Lot 14, Concession 2 with civic address of 9131 Concession 2. The proposal is a condition of a recent severance application B77/21 on the property. The proposed severed parcel is 1.8 ha (4.44 ac) with an existing dwelling and a garage. A vacant agricultural parcel of 39.5 ha (97.6 ac) is retained.

## PROPOSAL

The purpose of the application is to rezone the subject land to restrict future residential development on the retained agricultural lot. This rezoning is a condition of severance application B77/21, that was granted provisional approval by the Wellington County Land Division Committee in November 2021. The consent will sever the existing dwelling and garage from the agricultural parcel under the surplus farm dwelling policies.

## PROVINCIAL POLICY STATEMENT (PPS)

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

## WELLINGTON COUNTY OFFICIAL PLAN

The subject lands are designated as PRIME AGRICULTURE. This application is submitted to facilitate a condition of the proposed severance application B77/21. Section 10.3.4 of the Official Plan implements the PPS and requires that the remnant parcel be rezoned to prohibit dwellings. The intention of this policy is to allow farmers to reduce their costs of acquiring additional farm parcels where the impact on existing and future farm operations can be kept to a minimum.

## WELLINGTON NORTH ZONING BY-LAW

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

## Draft Zoning By-law Amendment

A draft zoning by-law amendment has been prepared and attached to this report for Council's consideration. It was noted that the by-law will be amended by removing the reference to two existing sheds.

## CORRESPONDENCE FOR COUNCIL'S REVIEW

No correspondence received

## REQUEST FOR NOTICE OF DECISION

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

## MAYOR OPENS FLOOR FOR ANY COMMENTS/QUESTIONS

- Jeff Buisman, Van Harten Surveying Inc., Agent for Applicant, was available to answer questions regarding the application.

## COMMENTS/QUESTIONS FROM COUNCIL

No comments or questions from Council.

**ADJOURNMENT**

RESOLUTION: 001-2022

Moved: Councillor Burke

Seconded: Councillor Hern

THAT the Public Meeting of January 10, 2022 be adjourned at 4:49 pm.

CARRIED

---

**MAYOR**

---

**CLERK**

Sent: January 7, 2022 2:40 PM

To: Karren Wallace <KWallace@wellington-north.com>; Cathy Conrad <cconrad@wellington-north.com>; Tammy Pringle <tpringle@wellington-north.com>

Subject: Written submission from Edward Duncan Boxall

Written Submission regarding Township of Wellington North Zoning Bylaw Amendment – Comprehensive Zoning Bylaw 66-01 (to be addressed at the Jan. 10, 2022 meeting at 2:00 p.m.)

From Edward Duncan Boxall

250 Harris St., Mount Forest, Ont. N0G 2L3

Phone Number - [REDACTED]

I, Edward Duncan Boxall am the owner of the home and property at 250 Harris St. running along side part of Lot Q and north of Lot R as shown on the map of the subject lands.

To Township of Wellington North Council:

This is a written submission regarding Part Parks lots Q and R Survey Macdonald's Mount Forest, Part Lot 2, Concession WOSR, Division 3 and 4, geographic Arthur Township being Parts 1 on Reference Plan 61R -7881, Township of Wellington North and its proposed rezoning.

I, Edward Duncan Boxall, have no objection to the rezoning of the subject lands from Industrial Site Specific Holding (H)M1-26 and (H)M1-27 and Natural Environment Site Specific (NE-28) zone to Site Specific Low Density Residential (R1B-xx) zone, Low Density Residential (R1C-xx), Medium Density Residential (R2-xx) zone, High Density Residential (R3-xx) zone, Highway Commercials (C2-xx) zone and Open Space (OS) zone, a condition of the Draft Plan of Subdivision 23T-13002

I own three lots adjacent to Lot R running along Harris St. to Bristol St. For your information I would like you to know that on my property some areas are exceedingly swampy with some quicksand-like sections. In the spring the portion of the subject lands that is represented as Lot Q touching Lot R near the highway can be very wet. It would be beneficial to check the source of all this underground water before proceeding with the installation of infrastructure for future development.

I also request that I be notified of the decision in respect to the proposed Township of Wellington North Zoning Bylaw Amendment – Comprehensive Zoning Bylaw 66-01 when it is available.

I would also like to be kept informed in writing of the progress of this development and when construction would most likely start since I do not have a computer or email access.

Thank you.

Sincerely Edward Duncan Boxall



Written Submission regarding Township of Wellington North Zoning Bylaw Amendment –  
Comprehensive Zoning Bylaw 66-01 (to be addressed at the Jan. 10, 2022 meeting at 2:00 p.m.)

From Peter and Elizabeth Mogensen

140 South Water St., Mount Forest, Ont. N0G 2L3

Phone Numbers – [REDACTED]

Email – [REDACTED]

Peter and Elizabeth Mogensen are owners of the vacant lot fronting on Harris St. and running along side part of Lot Q, as well as the owners of the property fronting on South Water St. and backing on to Harris St. near Ed Boxall who resides and owns property at 250 Harris St. which is located near both Lot Q and Lot R.

To Township of Wellington North Council:

This is a written submission regarding Part Parks lots Q and R Survey Macdonald's Mount Forest, Part Lot 2, Concession WOSR, Division 3 and 4, geographic Arthur Township being Parts 1 on Reference Plan 61R -7881, Township of Wellington North and its proposed rezoning.

We, Peter and Elizabeth Mogensen, have no objection to the rezoning of the subject lands from Industrial Site Specific Holding (H)M1-26 and (H)M1-27 and Natural Environment Site Specific (NE-28) zone to Site Specific Low Density Residential (R1B-xx) zone, Low Density Residential (R1C-xx), Medium Density Residential (R2-xx) zone, High Density Residential (R3-xx) zone, Highway Commercials (C2-xx) zone and Open Space (OS) zone, a condition of the Draft Plan of Subdivision 23T-13002

We do want it noted that after the rezoning we still want to address any issues such as flooding due to snowmelt/rainwater run-off from the subject property onto our properties directly or from snowmelt/rainwater that runs across the corner of Ed Boxall's property from subject lands then across Harris St. and indirectly onto our properties at 140 South Water St. and Harris St.

On May 13, 2018 we met with Mayor Andy Lennox, John Kerr and staff from the Township of Wellington North and Avila Developments regarding drainage issues and a flooding situation that occurred as a result of a fast, heavy rainfall and water run-off in early spring of 2018. Some remedial work was done by Township staff (I.e. digging out a shallow ditch to reroute the rainwater run-off) but we still experience water draining on to our properties (both Harris St. and South Water St.) from subjects lands. With Climate change the conditions were right in 2018 for a heavy rainfall to cause a significant amount of water to run across our properties and to wash out the right of way giving us limited access to our home. We have experienced a flooded basement on two different occasions resulting in the use of insurance to repair damages. On one occasion it cost us \$12 000.00 to repair the damage done to our basement. During various times of the year due to heavy rainfall or snowmelt we have major concerns that a significant flooding situation could occur again.

We have been waiting a long time for a solution to the water run-off situation and for the development of the subject lands. We were told in an email from John Kerr on May 2, 2018 that the proposed subdivision would present a great opportunity to reduce or eliminate historic drainage issues. We are

hopeful that proper drainage solutions will be available in the near future not four, five or ten more years down the road.

We also request that we be notified of the decision in respect to the proposed Township of Wellington North Zoning Bylaw Amendment – Comprehensive Zoning Bylaw 66-01 when it is available.

Sincerely Peter Mogensen and Elizabeth Mogensen

## Mount Forest District Chamber of Commerce Meeting Minutes

December 14th, 2021

### ATTENDANCE

- Shawn McLeod President
- Kelly Dimick Vice- President
- Sharon Wenger Treasurer
- Crystal Seifried Director/ Secretary
- Emma Jeffries Director
- Matt Lantz Director **(Absent)**
- Wayne Billings Director **(Absent)**
- Stacey Stevenson Administrator
- Corbin Peter Administrator
- Dale Small Wellington North Township, EDO **(Absent)**
- Lisa Hern Wellington North Township Council Representative **(Absent)**
- **Bill Nelson GUEST – Insurance Representative Padfield Nelson Insurance**

### I. Call to Order

President Shawn McLeod called to order the regular meeting of the Mount Forest District Chamber of Commerce at 7:07 pm on December 14th, 2021, on a virtual Zoom Meeting.

### II. Insurance Overview Presentation by Bill Nelson

**\*\* Policies are available to review for all details at the Mount Forest Chamber Office\*\***

**There are 3 policies -**

#### **1. Property**

Current property valued at 659,200

(May be light by approx 100,000. Raising value up 10% may be a good idea)

Building and Contents on Broad form Basis (ie. New for Old)

\$1000 deductible. No coverage for Earthquake

Also Included – Business Income 28,000, Sewer Back Up, Blanket Glass-Damage by theft – Damage Removal

Electronic Data 25,000, Extra Expense, Personal Effects, Professional Fees \$5000

#### **2. General Insurance**

5 Million Liability - Covers Fireworks Festival and other Events

Non-Owned Legal (e. Golf Carts, utility vehicles, fencing etc.)

On occurrence Basis

#### **3. Directors & Officers**

Based on Acts that occurred. Protects Directors and Officers from making a bad decision.

Important to keep notes/minutes of sub committees to have proof of due diligence.

Where it is important for events that Vendors provide proof of liability insurance.

### III. Economic Development Report – Dale Small, EDO Township of Wellington North

Dale was unable to attend - Report Sent with Agenda -

**Included in Report – BIA AGM, 2022 Street Closure Dates** to be approved at Council. **2022 Wellington North Volunteer Program, Saugeen Connects -**

A.W.E Program & WOWSA (*Women of Wellington Saugeen Area*) & Hawks Nest, **Wellington North's Municipal Cultural Plan** refresh,  
**Walking Tour of Historic Downtown Mount Forest**, December 17<sup>th</sup> & 18<sup>th</sup>, **Shop Wellington North**

### IV. Council Notes – Councillor Lisa Hern

Not able to attend but emailed notes post meeting.

#### Notes from Lisa -

The main update that I had was that for the 2022 budget, Council has decided to keep tax increases to 2%. Public consultation/passing of the 2022 budget is to occur on Jan 10th and the meeting link will be available on our website. We are also using City of Guelph bylaw services on a trial basis for one year. This will see Guelph officers respond to bylaw complaints such as property standards, swimming pool enclosures, door-to-door sales and zoning infractions. It will allow for online reporting and enable people to track the status of their complaint online. Council was also set to return to Council Chambers and in-person meetings in January. With everything that has been going on, that is on hold, and we will continue virtual meetings.

### V. Approval of Minutes from November Meeting

Minutes not available.

### VI. Treasurer's Report/Monthly Cheque Log Review and Approval November 2021

Reports and cheque log, Accounts Receivables to be investigated.

MOTION to Approve - Sharon

2<sup>nd</sup> BY – Kelly

### VII. Sub Committee Updates

#### A. Office Operations -

Building - Discussion about salt requirements for the parking lot.

Notices to tenants regarding rental increases delivered and received well.

May need to replace a Dryer in one of the units.

Tenants asked to park in the back during the week. Signs will be going up soon.

#### Office -

Office will be closed Wednesdays. Stacey will be working in Arthur Wednesdays.

New office hours Tuesday & Thursday 10-4, Monday and Friday by appointment only.

Christmas - Office closed until January 4, 2022. Stacey will check emails.

Shawn will keep an eye on parking lot.

Revised check signing is in the works.

/2

**B. Social Media Update – Corbin**

Social Media posts are receiving a higher volume of interaction and positive comments. Including Ladies Night, Tree Lighting and Santa Visits

**C. Fireworks Festival Update – Sharon**

Contracts are in place. Sponsorships going out.. Meetings resuming. Staying positive that a Festival will be possible for 2022

**D. Member Relevance Committee - Stacey**

- Nothing to report

**E. Digitalization Committee – Matt**

- Nothing to report

**VIII. New Business****a) Lunch & Learn - Kelly**

Kelly has attended the A.W.E program. Great speakers. Possible sponsor SBDC for Lunch & Learns.

Hopeful that we can bring back Lunch and Learns in 2022, in person or by zoom.

Sharon would like to co-ordinate with Business after 5's

Chamber Insurance Rep Rick Gamblin is retiring, but new rep will be introduced soon.

Chamber Plan is a possible sponsor. Nichol Insurance will run the Chamber Plan Benefits in this area.

MOTION to restart programs - Kelly

2<sup>nd</sup> BY - Sharon

**b) Mount Forest Showcase/Home Show - Emma**

A committee meeting has been held (Minutes attached with these minutes)

Date set for April 22, 2022 considered

Currently working on name, logistics, floor plans, suppliers

Considering what sponsorship & media sponsorship packages would look like.

The Wellington Advertiser has offered to sponsor program booklet and sponsorship/vendor

Have worked with the Fergus Lions for Years with the Fergus Home Show.

Crystal has been in contact with Sharon D'Arcey who is the co-ordinator for the North Perth, who has shared notes and is willing to share her experience with the committee.

**c) Shop Wellington North**

Stacey had prepared reports that were shared on the use of the current program.

Discussion about it becoming Gift Card only

Sharon raised concerns about the cost and administration of the program.

Stacey and Crystal to see if there are ways to make it cost effective.

Crystal noted that other Chambers/ Municipalities have similar programs.

Discussion on whether this can be used for Chamber \$\$

Shawn noted that it has not really caught on.

Discussion regarding the fact that most retail businesses have increased their own online presence during COVID.

/3

**d) Round Table**

Stacey - Proposed to give Joe Wettlaufer some Chamber \$\$ for his assistance with the 24 Days of Santa. Board agreed with \$50.00.

**e) Meeting Adjournment**

Shawn wished everyone a Merry Christmas and Adjourned the meeting at 8:17 pm. **Next meeting will be January 11<sup>th</sup>, 2022 at 7:00 pm.**

**Mount Forest District Chamber of Commerce**  
**Balance Sheet As at Dec 31, 2021**

086

**ASSET**

<b>Current Assets</b>		
Petty Cash	100.00	
Petty Cash OTF Community Ac...	0.00	
Cash Float - Fireworks Festival	0.00	
Shop WN Clearing	100.00	
Chequing Bank Account	25,055.09	
OTF Community Account	53,674.79	
Total Cash		78,929.88
Accounts Receivable	2,644.54	
Due from OTF Community Anim...	0.00	
Total Receivable		2,644.54
Prepaid Expenses		6,200.00
Prepaid Entertainment		20,328.46
<b>Total Current Assets</b>		<b>108,102.88</b>
<b>Capital Assets</b>		
Office Furniture & Equipment		650.00
Computer Equipment		759.98
Building		345,127.97
Land		125,000.00
<b>Total Capital Assets</b>		<b>471,537.95</b>
<b>TOTAL ASSET</b>		<b>579,640.83</b>

**LIABILITY**

<b>Current Liabilities</b>		
Accounts Payable		19,984.33
BMO Mastercard 8295		0.00
Pre-Paid Rent - Unit A		1,043.95
Pre-Paid Rent - Unit C		728.00
Pre-Paid Rent - Unit D		750.00
Pre-Paid Rent - Boardroom		0.00
CEBA Loan Payable		30,000.00
Vacation payable	-28.57	
Vacation Pay Clearing	28.57	
Total Vacation Payable		0.00
EI Payable	97.11	
CPP Payable	220.46	
Federal Income Tax Payable	172.50	
Total Receiver General		490.07
GST Charged on Sales	311.71	
GST Paid on Purchases	-449.03	
GST Owing (Refund)		-137.32
Deposits - Festival		3,900.00
<b>Total Current Liabilities</b>		<b>56,759.03</b>
<b>Long Term Liabilities</b>		
Mortgage Payable		232,542.94
<b>Total Long Term Liabilities</b>		<b>232,542.94</b>
<b>TOTAL LIABILITY</b>		<b>289,301.97</b>

**EQUITY**

<b>Retained Earnings</b>		
Retained Earnings - Previous Year		177,731.59
Investment in Capital Assets		56,641.58
Unrestricted Net Assets		55,413.39
Current Earnings		552.30
<b>Total Retained Earnings</b>		<b>290,338.86</b>

**Mount Forest District Chamber of Commerce**  
Balance Sheet As at Dec 31, 2021

087

TOTAL EQUITY	<u>290,338.86</u>
LIABILITIES AND EQUITY	<u><u>579,640.83</u></u>





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

**Directors Meeting Minutes  
December 8th, 2021**

Attending: Bonnie McIntosh, Faye Craig, Dale Small, Lisa Hern, Tom Gorecki, Stacey Stevenson,

Stacey called the meeting to order @ 5:32 pm and welcomed everyone for coming

Approval of previous months minutes:

-Minutes approved by Tom and seconded by Bonnie

Committee Reports:

1. Council Report – Councillor Lisa Hern
  - Council had a special meeting regarding development charges related to new builds. Provincial laws have changed to review development charges faster.
  - Discussions about lottery licencing, a letter was sent in hopes to change the rules for non profits.
  - County is hiring a new OPP officer every year with the growth that is happening.
  
2. Economic Report – Dale Small
  - Update on the BIA AGM in the EDO report
  - 150<sup>th</sup> anniversary is going to be held June 30<sup>th</sup>-July 4<sup>th</sup>. The feedback so far is positive for the dates. Dale is going to send a report to council to declare the event municipally significant. Planning will start in the new year and the main street will be closed.
  - Council has approved the closure of main street on Saturday August 7<sup>th</sup> for the more traditional sidewalk Saturday sale.
  - The new date to finalise the decorative lighting on main street is December 9<sup>th</sup>.

Business arising from the previous meeting

- Stacey – Feedback from all of the Christmas events went well. Everyone was happy.

New business:

- Stacey requested a year in review to learn about yearly events. Looking to do the Easter egg hunt again.
- Looking for fundraising ideas for 2022. Egg hunt, wreaths and so on.
- Taking suggestions about Canada Day events.

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

- Stacey suggested a town sample box for some fundraising that has items from local businesses.
- Looking to gain more members
- Stacey is looking to bring What's Happening: Arthur to the Chamber. Producing a monthly half hour show with local businesses and events. Arthur would like their own show rather than merge with the Mount Forest show. The first show will be an introduction of the board members.

#### Presidents Report – Tom

- Nothing to add other than we had a pretty good year despite the pandemic.

#### Additions and Deletions:

- Nothing to add

#### Correspondence:

- None

#### Financial Statements:

Not prepared yet. Will have a year end review for January.

Meeting closed @ 6:07 pm

#### Meeting Outline for 2022

February 9, 2022

March 9, 2022

April 13, 2022

#### Chamber AGM

TBD – Late October

## Members Meeting #10-21

November 17, 2021

### Member's Present:

Dave Turton, Roger Watt, Alison Lobb, Megan Gibson, Cheryl Matheson, Erinn Lawrie, Ed McGugan, Alvin McLellan, Kevin Freiburger, Matt Duncan, Anita van Hittersum

### Staff Present:

Phil Beard, General Manager-Secretary-Treasurer  
Stewart Lockie, Conservation Areas Coordinator  
Jayne Thompson, Communications IT&GIS Coordinator  
Steve Jackson, Flood & Erosion Services Coordinator  
Chris Van Esbroeck, Watershed Stewardship Coordinator  
Danielle Livingston, Financial Services Coordinator  
Jason Moir, FRCA Superintendent  
Patrick Huber-Kidby, Environmental Planner

### 1. Call to Order

Chair Turton welcomed everyone, called the meeting to order at 7:00pm and reviewed the meeting objectives.

### 2. Declaration of Pecuniary Interest

There were no pecuniary interests at this time.

### 3. Minutes

The minutes from the Maitland Valley Conservation Authority (MVCA) General Membership Meeting #9-2021 held on October 20, 2021 have been circulated for information and approval. The Members agreed with the minutes and the following motion was made.

### Motion FA #78-21

Moved by: Megan Gibson

Seconded by: Kevin Freiburger

THAT the minutes from the General Membership meeting #9-2021 held on October 20, 2021 be approved.



#### 4. Business out of the Minutes:

- a) Services and Programs Agreement – Community Advisory Board: Report #57-2021:

Phil Beard presented Report #57-2021 to the members and the following motion was made:

##### **Motion FA #79-21**

**Moved by: Alvin McLellan**

**Seconded by: Matt Duncan**

THAT MVCA develop a draft agreement for member municipalities to review that includes both mandatory and non-mandatory services for a four year term by mid 2022.

(carried)

##### **Motion FA #80-21**

**Moved by: Matt Duncan**

**Seconded: Alison Lobb**

THAT MVCA not establish a community advisory board.

(carried)

- b) Three year work plan update and financial forecast for 2022: Report #58-2021

Phil Beard presented Report #58-2021 and the following motion was made:

##### **Motion FA #81-21**

**Moved by: Ed McGugan**

**Seconded by: Alvin McLellan**

THAT the 2022 draft budget be developed based upon this forecast; AND THAT the 2022 draft budget include a proposed levy increase of \$136,222.

AND FURTHER THAT the draft 2022 budget and work plan be presented to the members at the December 15th meeting for review and direction.

(carried)

#### 5. Reports for Direction and or Decision:

- a) Request for Proposals – Shoreline Mapping Project: Report #59-2021:

Patrick Huber-Kidby presented Report #59-2021 and the following motion was made:

##### **Motion FA #82-21**

**Moved by: Ed McGugan**

**Seconded by: Kevin Freiburger**

THAT the contract for MVCA's Three-year Shoreline Mapping Update Project acquisition be awarded to Zuzek Inc. for \$289,976 (inclusive of HST).

(carried)

b) Proposed Authority Funded Projects for 2022: Report #60-2021:

Phil Beard presented Report #60-2021 to the members and the following motion was made:

**Motion FA #83-21**

**Moved by: Matt Duncan**

**Seconded by: Roger Watt**

THAT the authority funded projects outlined in Report #60-2021 be included in the 2022 draft budget and work plan.

(carried)

c) Fee Schedule Changes for 2022: Report #61-2021

Report #61-2021 was presented to the members and the following motions were developed:

**Motion FA #84-21**

**Moved by: Cheryl Matheson**

**Seconded by: Alvin McLellan**

THAT the members mileage be increased to \$.53 a kilometer starting in 2022.

(carried)

**Motion FA #85-21**

**Moved by: Megan Gibson**

**Seconded by: Roger Watt**

THAT the changes to the fee schedule as outlined in report #61-2021 be approved.

(carried)

**6. Chair and Members Reports:**

The Chair expressed appreciation and thanks on behalf of the members to Steve Jackson for his 13.5 years of service to MVCA.

**7. Consent Agenda:**

The following items were circulated to the Members for their information.

- a) Revenue-Expenditure Report for October: Report #62-2021
- b) Carbon Footprint Initiative Meeting Summary: Report #63-2021
- c) Healthy Watersheds, Healthy People and Wildlife
- d) Agreements Signed: Report #64-2021
- e) Office Hours over Christmas and New Year's: Report #65-2021

The following motion was made:

**Motion FA #86-21****Moved by: Anita van Hittersum****Seconded by: Kevin Freiburger**

THAT Report #62-2021 through Report #65-2021 along with their respective recommended motions as outlined in the Consent Agenda be approved.

(carried)

**8. In-Camera Session: Personnel Matter****Motion FA #87-21****Moved by: Megan Gibson****Seconded by: Anita van Hittersum**

THAT the members move in to an in-camera session.

(carried)

**Motion FA #88-21****Moved By: Anita van Hittersum****Seconded by: Ed McGugan**

THAT the members move out of the in-camera session and back to the regular meeting.

(carried)

**9. Adjournment - Next Meeting Date, Wednesday, December 15, 2021 at 7:00pm at the Wroxeter Hall****10. Adjournment of Members Meeting:**

The members meeting adjourned at 8:30pm with the following motion:

**Motion FA #89-21****Moved by: Megan Gibson**

THAT the Members Meeting be adjourned.



Dave Turton  
Chair  
Treasurer



Phil Beard  
General Manager /Secretary-

June 16, 2021

**Maitland Source Protection Authority (MSPA) Meeting #4-21 Minutes**

**Member's Present:** Roger Watt, Matt Duncan, Alison Lobb, Ed McGugan,  
Kevin Freiburger, Anita van Hittersum, Megan Gibson,  
Cheryl Matheson, Alvin McLellan, Erinn Lawrie

**Member's Absent:** Dave Turton

**Staff Present:** Phil Beard, General Manager/Secretary-Treasurer  
Stewart Lockie, Conservation Areas Coordinator  
Steve Jackson, FESS Coordinator  
Jayne Thompson, Communications Coordinator  
Donna Clarkson, DWSP Co-Supervisor

**a) Approval of the Minutes:**

**Motion MSPA #10-21**

**Moved by: Megan Gibson**

**Seconded by: Ed McGugan**

**THAT** the minutes from the MSPA meeting #3-21 of April21, 2021 be approved.

**(carried)**

**b) 2021 Work Plan and Budget for 2021-2022: Report #6-21**

MSPA Report #6-21 was presented for Members information.



**c) Correspondence for Information: Letter from the Town of Fort Erie and the Township of South Frontenac.**

The following letters were circulated to the members for their information.

**d) Adjournment of MSPA Meeting #4-21**

The meeting adjourned at 8:32pm with this motion:

**Motion MSPA #11-21**

**Moved by: Roger Watt**

**Seconded by: Ed McGugan**

**THAT** the MSPA meeting be adjourned.

**(carried)**



Matt Duncan  
Vice Chair



Phil Beard  
General Manager  
Secretary-Treasurer



## Safe Communities Wellington County Leadership Table Meeting

Microsoft Teams Meeting  
9:30 a.m., November 17, 2021

### In Attendance

Pasquale Costanzo, County of Wellington, Roads  
Angelle Eybel, Chair, Minto Safe Communities  
Campbell Cork, Wellington County Councillor  
Stephen Dewar, Guelph Wellington Paramedic Services  
Stephen Thomas, Wellington County OPP  
Kevin Driscoll, Wellington County OPP  
Christina Baracco, Wellington County OPP  
Cathy Sweeney, Wellington County Emergency Management  
Kendra Martin, Township of Centre Wellington  
Blaine Burman, Wellington County Social Services  
Dawn Uliana, St. Joseph Catholic School  
Karren Wallace, Township of Wellington North  
Hurania Melgar, Wellington County Emergency Management  
Barbara Lustgarten-Evoy, Fergus Educational Services  
Helen Edwards, Township of Mapleton – Seniors Centre for Excellence  
Sara Bailey, Town of Puslinch  
Callise Loos, Wellington County Fire Services  
Don Senek, Minto Safe Communities  
Karen Armstrong, Mount Forest Family Health Team  
Adrienne Crowder, Wellington Guelph Drug Strategy  
Christine Veit, Safe Communities Wellington County

**Call to Order** – Co-Chair Pasquale Costanzo called the meeting to order at 9:35 am.

**II. Approval of Minutes – September 15, 2021** - It was Moved by Barbara Lustgarten Evoy, Seconded by Cathy Sweeney that the minutes of the meeting held September 15, 2021 be approved. **CARRIED**

### III. Co-Chair Election

- I. **Staff Sergeant Stephen Thomas was nominated prior to the meeting – No other individuals were nominated prior to or during the call of nominations. Staff Sergeant Stephen Thomas has now been elected into the position of Co-Chair for Safe Communities Wellington County for a 2 year term.**

#### IV. New Business

##### I. Falls Prevention Month

- (1) November is Falls Prevention Month (Helen Edwards) – We know that 1 in 5 Seniors over 65 fall annually costing the healthcare system 18.5 million annually.
- (2) Advertisement in the Wellington Advertiser - Grandma and Grandpa don't want another knik knak – includes gift ideas.
- (3) People can contact OT, “Olivia Twinkle”, for other gifts or helping in finding items.
- (4) Social Media Campaign
- (5) Physiotherapist spoke about pelvic falls and another presentation on general falls prevention presentation
- (6) Baggies of salt will be distributed to, hopefully, prevent falls
- (7) Article in the BizBull
- (8) Zoom session to talk about “Rate my Tread” from KITE
- (9) Working with older adult substance use committee – article put in that connects it to falls.

##### II. Terms of Reference & Priority Setting Exercise for 2022

- (1) Dates for 2022
- (2) Short term Goals – Complete a Priority Setting Review for 2022
  - (a) General population survey to ensure we receive “The Voice” of the County
  - (b) Working with Wellington Dufferin Guelph Public Health to pull statistics, as well as help with the surveys and running the priority setting exercise
  - (c) We may also be utilizing statistics from Wellington County OPP, Fire Services and Guelph Wellington Paramedic Services to round out data
  - (d) Priority setting exercise – individuals who attend take all the data and provide their feedback – roughly 70 individuals from across Wellington County

##### III. Strategic Plans for 2022 – Due January 17, 2022 – Requesting that all action groups submit their Strategic Plans by January 17, 2022. The Action Groups will present their plans at the January 19 meeting.

#### V. Business Arising

##### I. National Teen Driver Safety Week TIK TOK Challenge – Extended to December 24,

2021. – We want to extend, because we need to make sure our messages reach out to not only youth, but to parents as well
- (1) Teen drivers represent 13% of the driving population, but cause almost 20% of the collisions on our roads
  - (2) Even though it is a Tik Tok Challenge, in order to submit a registration you must be 18 +, so, teens will have to go through their parents. Some parents do not have Tik Tok, so Instagram and Facebook Stories will also be accepted
  - (3) As an extra incentive, we will be doing a draw of eligible registrants and drawing 100 names to receive gift certificates to local places. For example, A la Mode in Drayton.
  - (4) Make sure this is pushed out to all networks

##### II. Community Safety and Well-being Plan for Wellington County – Talk about the actions for the municipalities and have representation at the Leadership Table. We want either a Safe Communities Group or an individual representing their municipality

- (1) <https://youtu.be/lpsabYhEzDU> - 60 Second Video
- (2) [www.safewellington.ca](http://www.safewellington.ca)
- (3) Travelling Roadshow to Municipalities – Booking virtual in December and January

## VI. Reports from Action Groups

- I. Falls Action Group – (Gave Report in Falls Prevention Month)
- II. Mental Wellness Action Group
  - (1) Eating Disorders for 2022
  - (2) New Committee member – Martha Rogers
- III. Motor Vehicle Action Group
  - (1) We submitted an advertisement talking about ATV Safety
  - (2) Winter driving safety tips
  - (3) We are always looking for new members
  - (4) Pasquale Volunteered
- IV. Accidental Poisonings
  - (1) Recruiting members
  - (2) We completed a survey that was sent out to the community and the overwhelming comments were to target youth and educate them.
  - (3) Working to put together a presentation series educating youth.
- V. Bullying Taskforce
  - (1) Decided to move forward with a presentation series and working with the Grove Hubs across Wellington County
  - (2) Rollout will be Spring 2022
  - (3) Presentations will include Cyber Safety/Harassment, Power of Language, Healthy Relationships, Self Esteem, etc.
  - (4) Checking the boxes with the skills that are necessary
  - (5) Fergus, Erin and Minto Hub
  - (6) Availability Online, as well as in person. Also available on the Safe Communities Wellington County YouTube Channel
  - (7) Engaging youth to help with Tik Tok Videos. Creating Posters.

## VI. Reports from Safe Communities Groups

- (1) Minto Safe Communities
  - (a) Bike rodeo – October 2 – Crossroads community church in Harriston – Norgan Theatre – 16 kids took part - kids combo pack and admission to the Norgan Theatre – Bells and Helmets and bicycle to win.
  - (b) Want to do a presentation on ATV Safety and combine resources with Mapleton and Wellington North

- (c) We want to bring the presentation on Human Trafficking to Minto in the Spring. We need to educate. It is happening in the North.

(2) Mapleton Safe Communities

- (a) ATV Awareness – National Injury Prevention Day will be an annual event

(3) Puslinch Safe Communities – Not Available

VII. Reports from Municipalities and Organizations

- (1) Wellington Guelph Drug Strategy – January 19 – Co-hosting a panel – Support Not Stigma – Decriminalization of Substances for Personal Use – 1 to 2:30

- (2) Wellington North – Personal use Cannabis-up to 400 plants with 4 people in the facility. If you have a medical exemption. We shut someone down, but we are currently in court, because what they were doing was legal.

- (3) Guelph Wellington Women in Crisis – Workshop Series for Women Abuse Prevention Month

- (a) November 19 – Supporting survivors of Human Trafficking
- (b) November 23 – Supporting survivors of intimate partner violence

- (4) Upper Grand District School Board and Guelph Wellington Women in Crisis will be presenting at our March meeting about Equity

- (5) January meeting – Dominica MacPherson from the Poverty Elimination Task Force will be presenting

VII. Meeting Dates for 2022 (9:30 am)

- (a) January 19, 2022
- (b) March 16, 2022
- (c) May 18, 2022
- (d) June 15, 2022
- (e) September 21, 2022
- (f) November 16, 2022

V. Thoughts from the Floor

- I. **Going forward – After the January meeting which will remain as a Hybrid, the meetings following meetings for 2022 will move forward in person.**
- II. **Actions and Events that are happening will be sent out following our meetings within a week of the meeting going forward**

**VI. Adjournment @ 10:36 am**

The Next Leadership Table meeting is scheduled for Wednesday, January 19, 2022 at 9:30 a.m.



# Staff Report

**To:** Mayor and Members of Council Meeting of January 10, 2022  
**From:** Tammy Pringle, Development Clerk  
**Subject:** **DC 2022-002, SOBEYS DEVELOPMENTS LIMITED PARTNERSHIP SITE PLAN AGREEMENT, 437 – 445, 503 & 515 MAIN ST. N.**

**RECOMMENDATION**

**THAT** Council of the Township of Wellington North hereby:

- 1) Receive Report DC 2022-002 regarding the Final Approval of the Sobey's Developments Limited Partnership Site Plan Agreement for Phase I of their development.

**PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS**

- By-law 108-21** Zoning By-Law passed November 22, 2021, declaration date of December 15, 2021.
  
- Planning Report November 17, 2021 Subject: Zoning By-law Amendment - Sobey's (ZBA 10/21) 437-445, 503 & 515 Main St, Mount Forest, Township of Wellington North Final Recommendation Report

**BACKGROUND**

**Subject Lands**

The property is located in the Town of Mount Forest. The subject lands are in the North West quadrant of the town on the corner of Main Street North and Industrial Drive, with frontage on Main Street North. The land holdings total approximately 7.25 acres and are legally known as:

Pt Lt 33 Con 1 Normanby Pt 1 60R3404; Wellington North  
PIN: 71072-0012 (LT)

Lt 2 Survey Foster's Mount Forest; Pt Lt 1 Survey Foster's Mount Forest; Pt Lt 3 Survey Foster's Mount Forest; Pt Lt 4 Survey Foster's Mount Forest; Pt Lt 5 Survey Foster's Mount Forest; Pt Lt 6 Survey Foster's Mount Forest; Pt Lt 33 Con 1 Normanby; Pt Duke St Survey Foster's Mount Forest closed by Bylaw DN6730, Pts 1, 2, 3 & 4, 60R1937; Township of Wellington North  
PIN: 71027-0117 (LT)

and

Pt Lt 33 Con1 Normanby; Pt Lt 32 Con 1 Division 3 Normanby Pts 1 & 2 60R3459; S/T DN5959; Wellington North  
PIN: 71027-0008 (LT)

### The Proposal

The Owner has applied for Site Plan Approval from the Township to relocate the loading bay doors and trucking access route at the existing Peavey Mart on the 437 – 445 Main Street North lands. This application is the first step in the process to accommodate a new food store. This project will include storm water management, site servicing and site grading.

### Existing Policy Framework

The subject lands are designated C2-62 (H) Highway Commercial Exemption with a Holding Zone and C4-63 Shopping Centre Commercial Exemption Zone with a partial Holding Zone, in the Township of Wellington North Zoning By-Law 66-01 and Highway Commercial in the County of Wellington Official Plan.

Council recently passed By-law Number 108-21, a zoning by-law amendment to facilitate the development of a new retail food store and a restaurant with drive thru on this same site.

### COMMENTS AND ANALYSIS

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

The works associated with Phase 1 are a precursory to the development of a new food retail store on the site (approximately 27,000 square feet).

Township staff continue talks with the owner around Phase 2 of the development.

### COMMUNICATION PLAN

The executed site plan agreement has been forwarded to the Township's solicitor for registration.

### FINANCIAL CONSIDERATIONS

The Owner has submitted all applicable site plan fees and has provided securities and deposits to ensure all of the Works will be completed.

### ATTACHMENTS

- A. Location Map
- B. Site Plan Agreement

### STRATEGIC PLAN 2019 – 2022

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

Yes                       No                       N/A

Which priority does this report support?

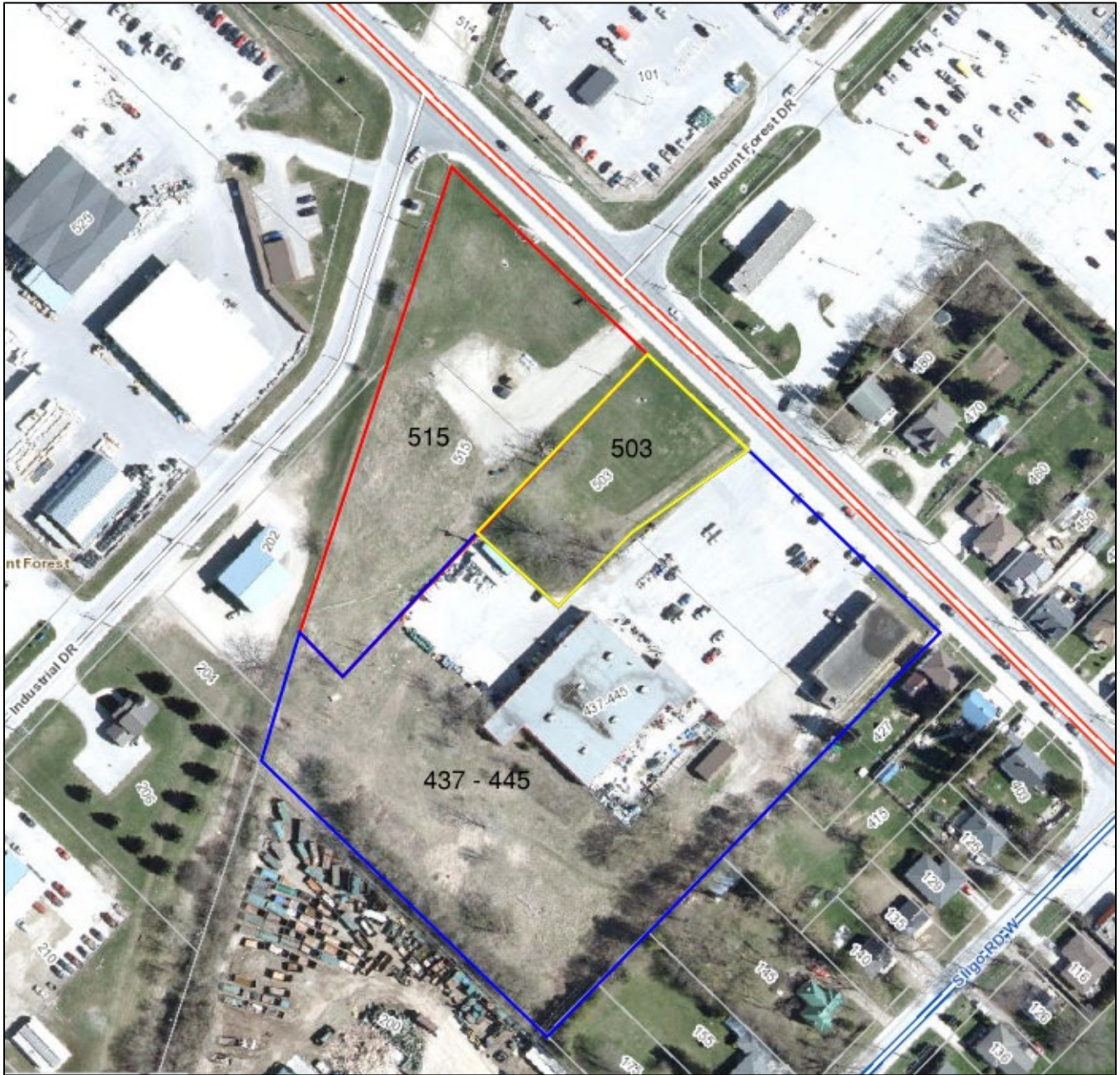
- |   |   |
|---|---|
| <input type="checkbox"/> Modernization and Efficiency | <input type="checkbox"/> Partnerships                         |
| <input type="checkbox"/> Municipal Infrastructure     | <input checked="" type="checkbox"/> Alignment and Integration |

**Prepared By:** Tammy Pringle, Development Clerk *Tammy Pringle*

**Recommended By:** Michael Givens, Chief Administrative Officer *Michael Givens*



SCHEDULE A – Location Map



## SCHEDULE B –Site Plan Control Agreement

### SITE PLAN CONTROL AGREEMENT

THIS AGREEMENT made this 21<sup>st</sup> day of December, 2021.

BETWEEN:

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

-and-

**SOBEYS DEVELOPMENTS LIMITED PARTNERSHIP, BY ITS GENERAL  
PARTNER, SOBEYS CAPITAL INCORPORATED and SOBEYS LEASED  
PROPERTIES LIMITED**  
(hereinafter collectively called the "Owner")  
OF THE SECOND PART

WHEREAS the Owner is the registered owner of the lands described as

Pt Lt 33 Con 1 Normanby Pt 1 60R3404; Wellington North

PIN: 71072-0012 (LT)

Lt 2 Survey Foster's Mount Forest; Pt Lt 1 Survey Foster's Mount Forest; Pt Lt 3 Survey Foster's Mount Forest; Pt Lt 4 Survey Foster's Mount Forest; Pt Lt 5 Survey Foster's Mount Forest; Pt Lt 6 Survey Foster's Mount Forest; Pt Lt 33 Con 1 Normanby; Pt Duke St Survey Foster's Mount Forest closed by Bylaw DN6730, Pts 1, 2, 3 & 4, 60R1937; Township of Wellington North

PIN: 71027-0117 (LT)

Pt Lt 33 Con 1 Normanby; Pt Lt 32 Con 1 Division 3 Normanby Pts 1 & 2 60R3459; S/T DN5959; Wellington North

PIN: 71027-0008 (LT)

(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;

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

AND WHEREAS the Township approved the plans and drawings subject to the Owner entering into an agreement as permitted by subs. 41(7) of the *Planning Act*, R.S.O. 1990, c. P.13;

AND WHEREAS the Township and the Owner have agreed to enter into a future development agreement as part of Phase Two of the development (a new retail food store) with respect to the installation of certain external municipal services and the sharing of the costs of that work, in particular the signalization of the intersection

adjacent to the Lands of Highway No. 6 and Mount Forest Drive, Mount Forest (the "**Development Agreement**");

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. The Owner covenants and agrees to provide, to the satisfaction of and at no expense to the Township plans showing the location of all buildings and structures to be erected on the Lands and showing the location of all facilities and works to be provided in conjunction therewith including, without limitation, all facilities and works required under Section 3 below (the "**Plans**").
2. The Owner covenants and agrees to construct all buildings, structures, facilities and works in accordance with the Plans.
3. The Owner agrees that the building or buildings shall be erected and the project shall be completed in accordance with the Plans and all applicable laws, including, without limitation, the exterior building design, site, elevation, landscape-buffering and layout plans as approved by the Township, subject only to such changes as are approved, in writing, by the Township. The Township reserves the right to waive or rescind any term or condition contained in this Agreement provided that such condition is waived or rescinded by Resolution of Council.
4. The Owner agrees that there shall be no additional outside storage beyond what currently exists on the Lands other than as provided in Section 3 of this Agreement.
5. The Owner agrees that all surface and roof drainage will be controlled on the Lands and taken to an outlet with catch basins, where necessary, in a manner approved by the Township and/or The Corporation of the County of Wellington (the "**County**").
6. The Owner agrees that snow shall be removed from the parking lot area for the Lands. During completion of the Plans, snow will be removed in a manner consistent with current practices on the Land.
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, and, where applicable, the County, its servants, 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. Provided, however, that the release and indemnity herein set out shall not extend to the negligence of the Township or County.

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,
  - (a) The Owner shall obtain and maintain in full force and effect a policy of comprehensive general liability insurance and completed operations coverage providing coverage for a limit of not less than \$5,000,000.00 for each occurrence of a claim of bodily injury (including personal injury), death or property damage, including loss of use thereof, that may arise directly or indirectly out of the acts or omissions of the Owner. Such policy or policies shall name the Township and the Township's consulting engineer as additional insureds, and the form and content shall be subject to the approval of the Township, acting reasonably. The policy shall be in effect for the period 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. Proof of insurance shall be provided 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) The Owner shall, upon the earlier of (a) commencing any works on the relevant lands, or (b) applying for a building permit, supply the Township with cash or a letter of credit (the "**Security**") in form satisfactory to the Chief Administrative Officer ("**CAO**") and in an amount determined by the CAO, sufficiently guaranteeing the satisfactory completion of the site works on Township property described in or contemplated by this Agreement and further guaranteeing the workmanship and materials and the repair of all damage to works or facilities required by this Agreement for a period of one (1) year from the date that such works are constructed receive written approval from the Township Engineer. The Security must further guarantee payment to the Township of all inspection or other costs that the Township may incur as a result of this Agreement. When the work is completed to the satisfaction of the Township Engineer, the Security may be reduced to an amount equal to Ten (10%) per cent of the original amount determined by the Township Engineer for each phase and shall not be further reduced until the Township Engineer has approved the works at the end of the said one (1) year period.
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 Owner shall:
  - a) provide the Township with, prior to the execution of this Agreement by the Township, a letter of credit or other satisfactory security in an amount equal to 50% to a maximum of \$50,000 of the cost of works and facilities relating to storm drainage, surface treatment of parking areas, landscaping, buffer strips, fencing, grading, curbing and similar physical improvement works.
  - b) complete the said works and facilities within a period of one (1) year from the date of issuance of a building permit, or within one (1) year 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.
  - c) Upon failure of the Owner to complete the said works and facilities within the said one year period, the Township may draw on the said letter of credit or other satisfactory security, such amount or amounts as may be

required to pay for the work done or to be done pursuant to the provisions of this section and the Township and/or its authorized agents are hereby authorized to enter upon the relevant lands to perform the said works and facilities.

13. The Owner shall grade the Lands and maintain the grading elevations in order to provide for surface drainage which shall be as provided for in the Plans. The Owner shall not use or cause or permit to be used any new construction on the Lands until after an as-built grading survey has been provided and a professional engineer or architect has given 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 Municipality and to allow the Municipality and its agents, in perpetuity, access to the Lands to inspect roof drains, inlet control devices and storm water management facilities.
16. The Owner is responsible for dust control of all dust resulting from the development, whenever necessary. To eliminate dust, the Owner may be required to apply dust suppressants, covering stockpiles of topsoil with tarps or applying ground cover to the areas that have been stripped and left undeveloped at the direction of the Township.
17. The Township and Owner agree that the Owner may choose to develop the Lands in phases and in accordance with the approved phasing plan, as shown on the approved Plans. In such case, the Owner agrees as follows:
  - (a) that the Owner will not apply for nor will the Township be obligated to issue a building permit for such phase(s) until the provisions of this section have been complied with and the Owner has provided evidence that servicing capacity is available to accommodate the particular development phase, to the satisfaction of the Township;
  - (b) that the Owner shall submit to the Township for review and approval proper plans and specifications showing the works and facilities required for site plan approval of each phase;
  - (c) that the Owner shall provide to the Township a letter of credit or other satisfactory security in an amount to be determined by the CAO or the Chief Building Official (the "CBO"), and the provisions of this Agreement shall apply to such security with respect to such phase(s);
  - (d) that the provisions of this Agreement shall apply to all such phases.
18. The Owner covenants and agrees to file with the CBO, following completion of construction of any services a complete set of "as constructed drawings" for the services, including three (3) complete set of "as constructed drawings" on mylar drawing paper and electronic files (PDF & AutoCAD or similar).

19. The Owner covenants and agrees to make all necessary arrangements and to be solely responsible for the costs of removing and relocating any existing municipal or public services requiring relocation in the course of, or in connection with, the construction, installation or provision of the works, services and facilities under this Agreement.
20. 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.
21. 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.
22. The Owner shall obtain from all mortgagees, chargees 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.
23. 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.
24. If the proposed development governed by this Agreement is not commenced within two (2) years from the date of the execution of this Agreement, or if the Owner does not make a submission for site plan approval of its broader development of the Lands within two (2) years from the date of the execution of this Agreement, the Township may, at its sole option and on sixty (60) days' notice to the Owner, declare this Agreement null and void and of no further force and effect. The refund of any fees, levies or other charges paid by the Owner pursuant to this Agreement shall be in the sole discretion of the Township, but under no circumstances will interest be paid on any refund.
25. The Owner and the Township agree that all covenants and conditions contained in this Agreement shall be severable, and that should any covenant or condition in this Agreement be declared invalid or unenforceable by a Court of competent jurisdiction, the remaining covenants and conditions and the remainder of the Agreement shall remain valid and not terminate thereby.
26. The failure of the Township at any time to require performance by the Owner of any obligation under this Agreement shall in no way affect its right thereafter to enforce such obligation, nor shall the waiver by the Township of the performance of any obligation hereunder be taken or be held to be a waiver of the performance of the same or any other obligation hereunder at any later time. The Township shall specifically retain its rights at law to enforce this Agreement.
27. Time shall always be of the essence of this Agreement. Any time limits specified in this Agreement may be extended with the consent in writing of both the Owner and the Township, but no such extension of time shall operate or be deemed to operate as an extension of any other time limit, and time shall be deemed to remain of the essence of this Agreement notwithstanding any extension of any time limit.

28. The Owner acknowledges that the Township, in addition to any other remedy it may have at law, shall also be entitled to enforce this Agreement in accordance with s. 446 of the *Municipal Act, 2001*.
29. The parties covenant and agree with each other not to call into question or challenge, directly or indirectly, in any proceeding or action in Court, or before any administrative tribunal, the other party's right to enter into and enforce this Agreement. The law of contract applies to this Agreement and the parties are entitled to all remedies arising from it, notwithstanding any provision in s. 41 of the *Planning Act* interpreted to the contrary. The parties agree that adequate consideration has flowed from each party to the other and that they are not severable. This provision may be pleaded by either party in any action or proceeding as an estoppel of any denial of such right.
30. Notwithstanding any other provisions of this Agreement, the parties hereto agree with each other that none of the provisions of this Agreement (including a provision stating the parties' intention) is intended to operate, nor shall have the effect of operating, in any way to fetter either the Township Council or any of its successor councils (or any party acting under the delegated authority of Township Council) in the exercise of any of Council's discretionary powers, duties or authorities. The Owner hereby acknowledges that it will not obtain any advantageous planning or other consideration or treatment by virtue of it having entered into this Agreement or by virtue of the existence of this Agreement.
31. The paragraphs contained in the recitals to this Agreement are incorporated in this Agreement by this reference, and the parties to this Agreement acknowledge the accuracy thereof.
32. 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.

THIS AGREEMENT is executed by the Township this 21<sup>st</sup> day of December, 2021.

THE CORPORATION OF  
THE TOWNSHIP OF WELLINGTON NORTH  
Per:



Michael Givens – Chief Administrative Officer  
I have authority to bind the corporation.

SITE PLAN AGREEMENT  
SOBEYS DEVELOPMENTS LIMITED PARTNERSHIP, BY ITS GENERAL PARTNER, SOBEYS CAPITAL  
INCORPORATED AND SOBEYS LEASED PROPERTIES LIMITED

7

THIS AGREEMENT is executed by the owner this 20th day of December, 2021.

**SOBEYS DEVELOPMENTS LIMITED PARTNERSHIP, BY ITS GENERAL PARTNER,  
SOBEYS CAPITAL INCORPORATED and SOBEYS LEASED PROPERTIES  
LIMITED**

Per:



\_\_\_\_\_  
Doug Nathanson - SVP General Counsel and  
Corporate Secretary, Legal Services  
I have authority to bind the corporation.



\_\_\_\_\_  
Orlando Espinola - VP Real Estate  
Development and Transactions  
I/we have authority to bind the corporation.

DEVELOPER'S MAILING ADDRESS: 4980 Tahoe Blvd., Mississauga, ON L4W 0C7  
DEVELOPER'S PHONE NUMBER: 905-238-7124  
DEVELOPER'S EMAIL ADDRESS: phil.busby@sobeys.com



### SCHEDULE "A"

#### Approved Plan and Drawings

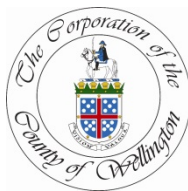
DOCUMENT NO	DOCUMENT NAME	LAST REVISION DATE	PREPARED BY
SP1	Site Plan Phase 1	Rev. 7, Nov 16-21	ACK Architects Inc.
SP2	Site Plan – Details	Rev. 7, Nov 16-21	ACK Architects Inc.
SSP-1	Site Servicing Plan – Phase 1	Rev. 5, 07/14/21 (sealed July 14, 2021)	KWA Site Development Consulting Inc.
SGP-1	Site Grading Plan – Phase 1	Rev. 5, 07/14/21 (sealed July 14, 2021)	KWA Site Development Consulting Inc.
ES1	Electrical Specifications and Details	Rev. 5, Nov. 16/21 (sealed 2021-11-16)	Hammerschlag & Joffe Inc.
ES2	Electrical Site Plan and Details	Rev. 5, Nov. 16/21 (sealed 2021-11-16)	Hammerschlag & Joffe Inc.
ESP	Photometric Site Plan and Detail	Rev. 3, May 14/21 (sealed May 14/21)	Hammerschlag & Joffe Inc.
	Undated Response to BM Ross and Associates Limited's letter of June 14, 2021		
DT	Site Details (drawing included in the Functional Servicing Report	Rev. 5, 07/14/21 (sealed July 14, 2021)	KWA Site Development Consulting Inc.
	Functional Servicing & Stormwater Management Report	July 14, 2021 (sealed July 14, 2021)	KWA Site Development Consulting Inc.

## **SCHEDULE "B"**

### **Site Specific Requirements**

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

1. The Owner acknowledges that the storm water management pond area depicted in the Plans outlets through a private storm sewer across adjacent private property. The Owner represents and warrants to the Township that it has entered into a temporary easement agreement for the required storm water management uses depicted in the Plans and that it has obtained the grant of an easement on a permanent basis that is conditional on the approval of The Corporation of the County of Wellington's Planning and Land Division Committee. The Owner agrees to provide the Township with executed copies of these agreements and to apply for all necessary approvals for the grant of a permanent easement or easements for the required storm water management uses forthwith upon the execution of this Agreement. If the Owner does not obtain the required permanent easement and provide confirmation of registration of that easement to the Township within two (2) years from the date of the execution of this Agreement, the Township may, at its sole option and on sixty (60) days' notice to the Owner, declare this Agreement null and void and of no further force and effect.
2. The Parties acknowledge and agree that the Plans contemplate further development on the Lands. The Owner acknowledges and agrees that only those works designated as "Phase 1" in the Plans have been approved by the Township and that further development of the Lands will require a further submission, approval and agreement pursuant to section 41 of the *Planning Act*.



## PLANNING REPORT

### for the TOWNSHIP OF WELLINGTON NORTH

Prepared by the County of Wellington Planning and Development Department

**DATE:** January 19<sup>th</sup>, 2022  
**TO:** Darren Jones, C.B.O.  
 Township of Wellington North  
**FROM:** Asavari Jadhav, Junior Planner  
 Matthieu Daoust, Planner  
 County of Wellington  
**SUBJECT:** **Block 17 of Draft Plan of Subdivision 23T-18004, Part of Park Lot 4  
 Zoning By-law Amendment**

Please find attached a by-law to remove the holding symbol from the subject lands. The purpose of the amendment is to remove the holding symbol (H) on the subject lands to permit the construction of a semi-detached residential dwelling.

The property subject to the proposed amendment is legally described as Block 17 of Draft Plan of Subdivision 23T-18004, Part of Park Lot 4, Mount Forest, Township of Wellington North, as shown in Figure 1. The Holding Symbol has been applied to subject lands to provide Council with an opportunity to ensure that the lands have been consolidated with the abutting lands to achieve an area that is appropriate for development. On December 13<sup>th</sup>, 2021 Wellington North Council approved a minor variance on the subject lands for a semi-detached dwelling with a reduced lot area and rear yard. Once the Holding Symbol has been removed, the regulations of the R2 Zone and all other applicable regulations of the Township of Wellington North Zoning By-law 66-01, shall apply to the subject land.



Figure 1. 2020 Aerial photo of subject lands

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

Respectfully submitted  
 County of Wellington Planning and Development Department

Asavari Jadhav  
 Junior Planner

Matthieu Daoust MICP, RPP  
 Planner

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH  
BY-LAW NUMBER \_\_\_\_\_.

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

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

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

- 1. THAT Schedule 'A' Map 2 to By-law 66-01 is amended by changing the zoning on lands described as Block 17 of Draft Plan of Subdivision 23T-18004, Part of Park Lot 4 as shown on Schedule "A" attached to and forming part of this By-law from:
  - **Holding Medium Density Residential ((H)R2-8) Zone to Medium Density Residential (R2) Zone**
- 2. THAT except as amended by this By-law, the land as shown on the attached Schedule 'A' shall be subject to all applicable regulations of Zoning By-law 66-01, as amended.
- 3. THAT this By-law shall come into effect upon the final passing thereof pursuant to Section 34(21) and Section 34(22) of The Planning Act, R.S.O., 1990, as amended, or where applicable, pursuant to Sections 34 (30) and (31) of the Planning Act, R.S.O., 1990, as amended.

READ A FIRST AND SECOND TIME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022

READ A THIRD TIME AND PASSED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022

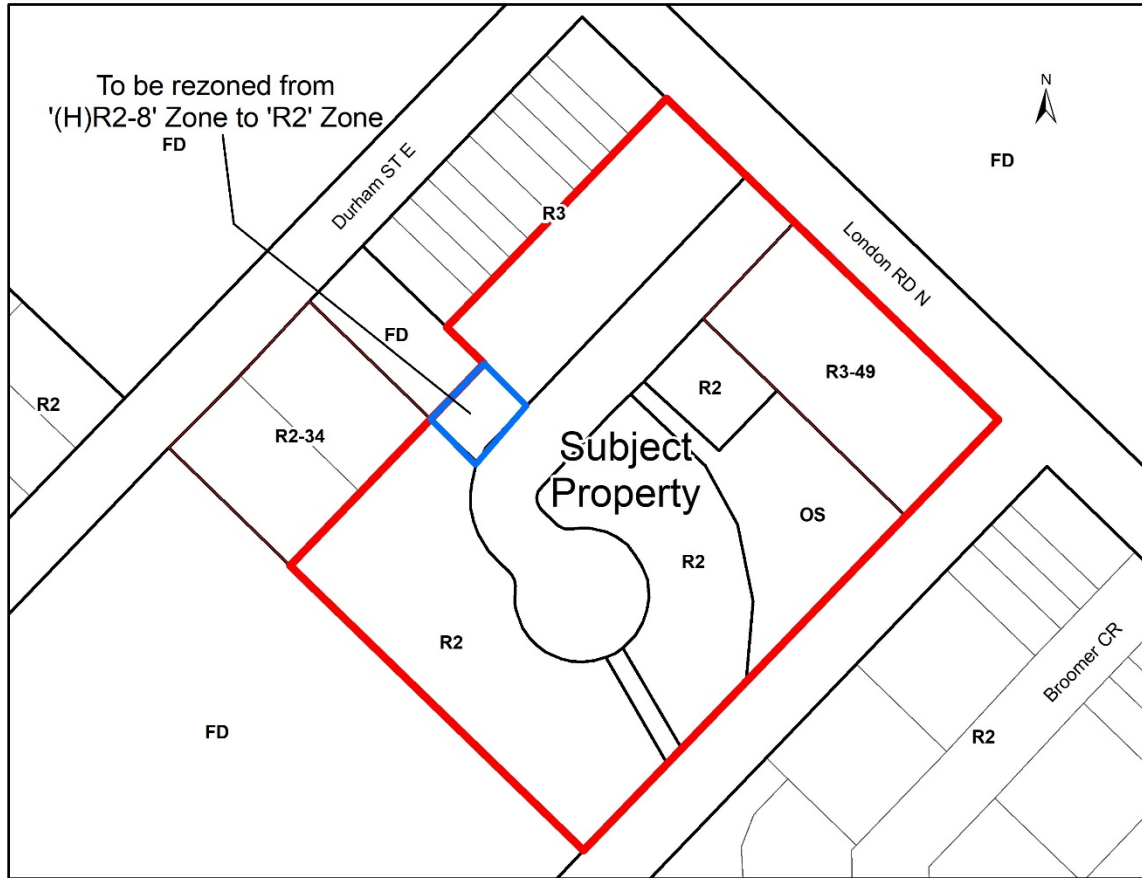
\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK

THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NO. \_\_\_\_\_

Schedule "A"



This is Schedule "A" to By-law \_\_\_\_\_.

Passed this \_\_\_ day of \_\_\_\_\_ 2022

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK

**EXPLANATORY NOTE****BY-LAW NUMBER \_\_\_\_\_.****THE LOCATION OF THE SUBJECT LANDS**

The property subject to the proposed amendment is legally described as Block 17 of Draft Plan of Subdivision 23T-18004, Part of Park Lot 4, Mount Forest, Township of Wellington North. The subject land is vacant, approximately 0.1 ha (0.24 ac) in size and currently zoned Holding Medium Density Residential ((H)R2-8).

**THE PURPOSE AND EFFECT** of the proposed amendment is to rezone the subject lands from Holding Medium Density Residential ((H)R2-8) to Medium Density Residential (R2) to facilitate construction of a new semi-detached residential dwelling.



**PLANNING REPORT  
for the TOWNSHIP OF WELLINGTON NORTH**

Prepared by the County of Wellington Planning and Development  
Department

**DATE:** January 19, 2022  
**TO:** Mike Givens, C.A.O.  
Township of Wellington North  
**FROM:** Matthieu Daoust, Planner  
County of Wellington  
**SUBJECT:** **2022 Housekeeping Amendment- Zoning By-law 66-01**  
**Zoning By-law Amendment**

**Planning Summary**

This housekeeping amendment will introduce changes to the Township of Wellington North Zoning By-law 66-01 to clarify regulations and mapping, improve or refine regulations and correct any typographical inaccuracies. At the January 10<sup>th</sup>, 2022 Wellington North Council meeting a public meeting was held to discuss the proposed Housekeeping Amendment. To date, no comments or concerns were raised by Council, agencies or members of the public on the proposed amendment. Planning staff have prepared the final By-law for Council's consideration.

Respectfully submitted

A handwritten signature in cursive script that reads "Matthieu Daoust".

---

Matthieu Daoust, RPP MCIP  
Planner



# WELLINGTON NORTH

SEMPER PORRO

## Staff Report

**To:** Mayor and Members of Council, Meeting of January 24, 2022  
**From:** Darren Jones, Chief Building Official  
**Subject:** CBO 2022-01 Building Permit Review Period Ending December 31st, 2021

### RECOMMENDATION

**THAT** the Council of the Corporation of the Township of Wellington North receive Report CBO 2022-01 being the Building Permit Review for the period ending December 31st, 2021.

### PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

1. CBO 2021-17 Building Permit Review Period Ending November 30th, 2021
2. CBO 2021-01 Building Permit Review Period Ending December 31st, 2020

### BACKGROUND

PROJECT DESCRIPTION	PERMITS ISSUED	CONSTRUCTION VALUE	PERMIT FEES	DEVELOPMENT CHARGES
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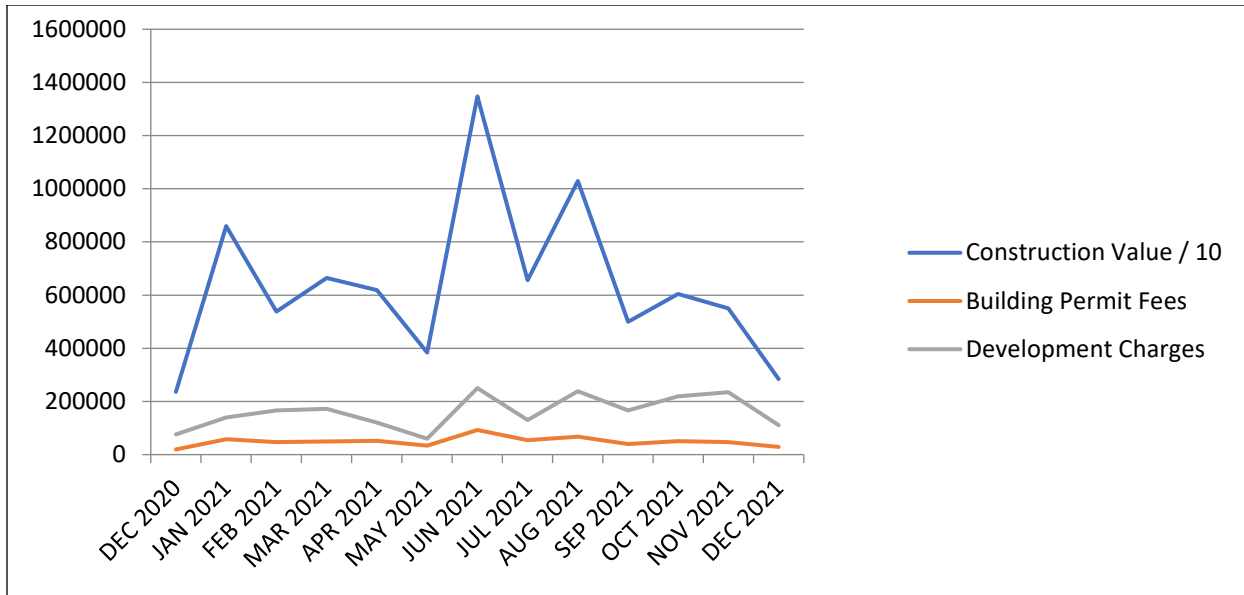
Single Family Dwelling	1	425,000.00	4,200.00	3,073.00
Multi Family Dwelling	3	1,800,000.00	13,200.00	108,357.00
Additions / Renovations	4	225,000.00	3,324.64	0.00
Garages / Sheds	1	25,000.00	635.44	0.00
Pool Enclosures / Decks	0	0.00	0.00	0.00

Commercial	2	90,000.00	2,121.35	0.00
Assembly	0	0.00	0.00	0.00
Industrial	0	0.00	0.00	0.00
Institutional	0	0.00	0.00	0.00
Agricultural	3	260,000.00	4,937.17	0.00
Sewage System	1	22,000.00	520.00	0.00
Demolition	0	0.00	0.00	0.00

Monthly Total	15	2,847,000.00	28,938.60	111,430.00
Total Year to Date	364	80,324,934.00	619,157.29	2,008,161.67

12 Month Average	30	6,698,719.50	51,596.44	167,346.81
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10 Year Monthly Average	9	1,615,460.00	17,288.72	42,213.07
10 Year, Year to Date Average	250	36,437,254.20	325,664.04	721,547.60

**FINANCIAL CONSIDERATIONS**

None.

**ATTACHMENTS**

None.

**STRATEGIC PLAN 2019 – 2022**

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

- Yes
  No
  N/A

Which priority does this report support?

- Modernization and Efficiency
  Partnerships  
 Municipal Infrastructure
  Alignment and Integration

<b>Prepared By:</b>	Darren Jones, Chief Building Official
<b>Recommended By:</b>	Michael Givens, Chief Administrative Officer



# Staff Report

**To:** Mayor and Members of Council Meeting of January 24<sup>th</sup>, 2022

**From:** Dale Small,  
Economic Development Officer

**Subject:** EDO 2022-004 Saugeen Connects Partnership

## RECOMMENDATION

**THAT** Council of the Corporation of the Township of Wellington North receive for information the Economic Development Officer report EDO 2022-004 being an update on our Saugeen Connects partnership.

## PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

EDO 2019-026 Saugeen Connects Awards Presentation to Wellington North Council  
EDO 2021-002 Saugeen Connects Partnership Update

## BACKGROUND

In March 2017, the Saugeen Economic Development Corporation and five municipalities, Brockton, Hanover, West Grey, Minto, and Wellington North, came together in a partnership called “Saugeen Connects”. Our mission is to **collaborate** and positively impact area economic growth, promote **youth entrepreneurship**, support **growth and retention of businesses**, integrate efforts to leverage **workforce attraction** and assist and promote the **advancement of women** in our rural communities.

The partnership has proven quite successful and meets virtually the second Wednesday of each month. In 2019, Saugeen Connects received a Provincial Award, from the Community Futures Ontario Award of Excellence Program, for Community Economic Development and in 2021 the partnership expanded when Aaron-Alderslie and South Bruce joined the team. Also, in 2021, WOWSA, (Women of Wellington Saugeen Area) folded in under Saugeen Connects which will enable us to better promote and expand this network.

Since 2020, the Town of Hanover representative has filled the role of Chair, Wellington North as Secretary and Saugeen Economic Development Corporation as Treasurer. Each partner provides \$5,000 in funding on an annual basis as well as staff resources from the municipalities Economic Development Offices to support the projects generated through Saugeen Connects. As a partnership that runs across three County’s we have also been very successful in receiving grant funding to further support our efforts:

- \$34,000 grant funding in 2019 to support our **growth and retention of businesses** focus through our partnership with [successionmatching.com](http://successionmatching.com).

- \$19,250 in grant funding in 2020 to again support **business retention** through Succession Planning and to support the **advancement of women** through a series of leadership and entrepreneurial webinars.
- \$15,000 in grant and sponsorship funding in 2020/2021 to support our **Youth** Student Startup Program

In 2022 we have plans to hire a P/T Project Coordinator and programs like the Student Startup program and advancement of women webinar series will be our main focus. This series of ten webinars will launch with a guest speaker on International Women's Day on March 8th. An overview of our recently completed Strategic Plan follows:



## 2022 STRATEGIC PLAN

### SUCCESSION MATCHING

- Develop succession planning toolkit, that leverages Succession Matching as a tool.
- Target 1-2 new business signups on SM (per partner/community)
- Offer webinar series | Provide SM codes upon completion
- Target marketing to business owners and service providers in coordination with webinar series
- Tie promotion into SEDC Sponsorships (I.E., Grey Bruce Farmers Week)

### WORKFORCE

- Redevelop & market Employer Profiles package
- Develop employers network and host regular meet-ups (target 2 in 2022)
- Engage/report with LIP's and Workforce Planning
- Research grant opportunities to address issues
- Compliment WOWC Labour Force Strategy

### YOUTH

- Secure SSUP Sponsors (end of April)
- Virtually launch program w/ keynote speaker in secondary schools (mid-April)
- Promote applications to youth (May)
- Execute SSUP (June, July, August)
- Offer training series in coordination with execution (keynote kick-off)
- Engage sponsors in extra activity and support to youth participants

### WOMEN

- Establish WOWSA as a program of...
- Continue entrepreneurial and leadership webinar series (Jan-March). Growing to meet different needs/levels of entrepreneurs.
- International Women's Day Keynote Speaker - to coincide with webinar series and/or event (awards)
- Promote AWE loan program + other training & grant opportunities

### HIRE P/T PROJECT COORDINATOR

- Assists in administering events, training, marketing, and other economic development initiatives of Saugeen Connects in accordance with agreements, procedures and plans.
- Ensures Saugeen Connects core events, training, initiatives and promotions are coordinated, managed, and delivered efficiently and effectively.
- Assists with the production, updating and availability of marketing tools (i.e., website, directories, resources, profiles, social media, print publications and materials, radio campaigns, various linkages, etc.)
- Seeks out and applies for grants that support Saugeen Connects initiatives. Manages grant applications and reporting, requests for quotes.

<b>FINANCIAL CONSIDERATIONS</b>
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Each Saugeen Connects partner (8) provides \$5,000 in funding on an annual basis as well as staff resources to support the projects generated through Saugeen Connects. In Wellington North, the annual funding and staff resources is included in the Economic Development Office operating budget.

Additional sponsorship funding, (\$3,500 - \$5,000) is obtained by each municipality from local businesses and organizations to support the Student Start Up Program.

Should we be successful in recruiting a Project Co-ordinator one of their responsibilities will be to search out and apply for additional grant funding to enable us to expand as well as develop new programs.

<b>ATTACHMENTS</b>
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None

<b>STRATEGIC PLAN 2019 – 2022</b>
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Do the report's recommendations align with our Strategic Areas of Focus?

Yes                       No                       N/A

Which priority does this report support?

Modernization and Efficiency       Partnerships  
 Municipal Infrastructure               Alignment and Integration

<b>Prepared By:</b>	Dale Small, Economic Development Officer	<i>Dale Small</i>
<b>Recommended By:</b>	Michael Givens, Chief Administrative Officer	<i>Michael Givens</i>



# Staff Report

**To:** Mayor and Members of Council Meeting of January 24<sup>th</sup>, 2022.

**From:** Dale Small, Economic Development Officer  
Mandy Jones, Community Recreation Coordinator  
Karren Wallace, Director of Legislative Services/Clerk

**Subject:** Report EDO 2022-005 Senior of the Year Award Nominee

**RECOMMENDATION**

**THAT** the Council of the Corporation of the Township of Wellington North receive report EDO 2022-005 being a report on the process to nominate a recipient for the 2022 Senior of the Year Award.

**PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS**

CLK 2021-016 Senior of the Year Nominee

**BACKGROUND**

As part of the Province of Ontario’s Honours and Awards Program each year a municipality can nominate a Senior of the Year Award to a deserving senior. In 2021 as part of the Townships volunteer initiative, council awarded this recognition to Faye Craig, and we would like to again participate in this program and have council nominate a Senior of the Year Award for 2022.

The Ontario Senior of the Year Award gives each municipality in Ontario the opportunity to honour one outstanding local Ontarian who after the age of 65 has enriched the social, cultural, or civic life of his or her community. Nominations can only be submitted by a municipality and to be eligible, the nominee must:

- have contributed to the community after the age of 65 and has made their community a better place to live
- be a resident of Ontario
- Seniors who qualify for this award may have contributed to many different fields such as the arts, literature, community service, volunteering, education, environment, fitness, and humanitarian activities.

Self nominations, someone who has passed away, someone currently holding political office are not eligible. Additionally, an individual cannot be nominated for achievements related to a current political appointment.

The award certificates can be presented to recipients at a local event, or in the case of last year a virtual council meeting. This year National Volunteer week is from April 24<sup>th</sup> – 30<sup>th</sup> so we hope to coordinate the announcement with the Mayors Volunteer week proclamation earlier that month.

In order to meet this timeline, we are recommending the following process:

- January 24<sup>th</sup> report to council to outline the process
- January 24<sup>th</sup> – February 1<sup>st</sup> council members submit their list of possible candidates to a member of the Volunteer Team. (Karren, Mandy, Dale)
- February 7<sup>th</sup> closed meeting to review and select one nominee
- February 7<sup>th</sup> – February 21<sup>st</sup>, volunteer team obtain testimonials, complete, and submit the nomination to the Ontario Honours & Awards Program
- Mid to end of March receive award certificate
- April 11<sup>th</sup> Award presentation at council and Mayors National Volunteer Week proclamation

<b>FINANCIAL CONSIDERATIONS</b>
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There is no cost to submit a nominee for the 2022 Senior of the Year Award

<b>ATTACHMENTS</b>
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None

<b>STRATEGIC PLAN 2019 - 2022</b>
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Do the report's recommendations align with our Strategic Areas of Focus?

Yes                       No                       N/A

Which priority does this report support?

Modernization and Efficiency                       Partnerships  
 Municipal Infrastructure                       Alignment and Integration

<b>Prepared By:</b>	Dale Small, Economic Development Officer Mandy Jones, Community Rec Coordinator Karren Wallace, Director of Legislative Services/Clerk	<i>Dale Small</i> <i>Mandy Jones</i> <i>Karren Wallace</i>
<b>Recommended By:</b>	Michael Givens, Chief Administrative Officer	<i>Michael Givens</i>

1/13/22

**Township of Wellington North**  
**VENDOR CHEQUE REGISTER REPORT**  
**Payables Management**

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<b>Cheque Number</b>	<b>Vendor Cheque Name</b>	<b>Cheque Date</b>	<b>Amount</b>
EFT0002934	Kraemer LLP	1/05/22	\$21,873.64
77798	Abell Pest Control Inc	1/12/22	\$133.84
77799	Arthur Foodland	1/12/22	\$21.16
77800	Blue Sky Energy Engineering &	1/12/22	\$1,695.00
77801	Bluewater Fire & Security	1/12/22	\$226.00
77802	Broadline Equipment Rental Ltd	1/12/22	\$377.60
77803	Canadian Rink Services	1/12/22	\$2,316.12
77804	Canadian Tire #066	1/12/22	\$96.03
77805	CDW Canada Corp	1/12/22	\$657.08
77806	Chalmers Fuels Inc	1/12/22	\$4,651.72
77807	Corporate Express Canada Inc.	1/12/22	\$618.34
77808		1/12/22	\$150.00
77809	DFA Infrastructure Internation	1/12/22	\$8,588.00
77810	Duncan, Linton LLP, Lawyers	1/12/22	\$458.78
77811	Emission Testing on the Spot	1/12/22	\$542.40
77812	Evoqua Water Technologies	1/12/22	\$3,589.87
77813	Focus Flooring & Construction	1/12/22	\$19,831.50
77814		1/12/22	\$129.67
77815	Hydro One Networks Inc.	1/12/22	\$2,049.77
77816	Jim's Auto Service	1/12/22	\$99.44
77817	K&L Health Care Consultants In	1/12/22	\$274.25
77818	Kronos Canadian Systems Inc.	1/12/22	\$1,129.99
77819	Letco Limited	1/12/22	\$12,576.90
77820		1/12/22	\$180.79
77821		1/12/22	\$173.00
77822		1/12/22	\$250.00
77823		1/12/22	\$150.00
77824		1/12/22	\$369.94
77825	Royal Bank Visa	1/12/22	\$15,707.77
77826		1/12/22	\$129.67
77827		1/12/22	\$200.00
77828	Steed and Evans Limited	1/12/22	\$334,776.50
77829		1/12/22	\$158.19
77830	The Imagination Space	1/12/22	\$150.00
77831	Township of Mapleton	1/12/22	\$3,300.00
77832	Enbridge Gas Inc.	1/12/22	\$4,853.68
77833	Wagler Electric	1/12/22	\$6,780.00
77834	WD Property Maintenance	1/12/22	\$1,073.50
77835	Wellington Catholic Dist Sch B	1/12/22	\$38,318.67
77836		1/12/22	\$749.99
77837	Wightman Telecom Ltd.	1/12/22	\$667.36

Cheque Number	Vendor Cheque Name	Cheque Date	Amount
77838	Arthur Foodland	1/12/22	\$19.88
77839	B. Edwards Transfer Ltd	1/12/22	\$1,525.50
77840	Cancer Patient Services Corpor	1/12/22	\$75.00
77841	Canadian Rink Services	1/12/22	\$4,192.98
77842	Chalmers Fuels Inc	1/12/22	\$1,054.66
77843	Corporate Express Canada Inc.	1/12/22	\$191.39
77844	DataFix	1/12/22	\$1,751.50
77845	Eastlink	1/12/22	\$1,920.25
77846	Manulife Financial	1/12/22	\$25,404.89
77847	OMTRA	1/12/22	\$519.80
77848	Jim Robinson	1/12/22	\$2,938.00
77849		1/12/22	\$200.00
77850	Tom Shupe Plumbing & Heating	1/12/22	\$332.41
EFT0002935	Agrisan SC Pharma	1/12/22	\$5,522.66
EFT0002936	Arthur Chrysler Dodge Jeep Lim	1/12/22	\$211.25
EFT0002937	Arthur Home Hardware Building	1/12/22	\$157.01
EFT0002938	Arthurs Fuel	1/12/22	\$1,374.81
EFT0002939	B & I Complete Truck Centre	1/12/22	\$274.75
EFT0002940	B M Ross and Associates	1/12/22	\$35,435.22
EFT0002941	Canadian Safety Equipment	1/12/22	\$2,013.95
EFT0002942	CARQUEST Arthur Inc.	1/12/22	\$669.38
EFT0002943	Cedar Signs	1/12/22	\$381.11
EFT0002944	Cimco Refrigeration	1/12/22	\$7,889.90
EFT0002945	City of Guelph	1/12/22	\$15,530.87
EFT0002946	Clark Bros Contracting	1/12/22	\$1,480.56
EFT0002947	CMT Engineering Inc.	1/12/22	\$2,641.94
EFT0002948	Conseil scolaire catholique Mo	1/12/22	\$124.64
EFT0002949	Cook's Garage	1/12/22	\$2,757.93
EFT0002950	Cordes Enterprise	1/12/22	\$4,472.77
EFT0002951	County of Wellington	1/12/22	\$199,904.58
EFT0002952	DeBoer's Farm Equipment Ltd.	1/12/22	\$400.74
EFT0002953	Dewar Services	1/12/22	\$4,161.93
EFT0002954	Eric Cox Sanitation	1/12/22	\$252.30
EFT0002955	Excel Business Systems	1/12/22	\$257.84
EFT0002956	FOSTER SERVICES/822498 ONT INC	1/12/22	\$1,566.18
EFT0002957	FOXTON FUELS LIMITED	1/12/22	\$418.56
EFT0002958	Frey Communications	1/12/22	\$174.51
EFT0002959	G & H Small Engines	1/12/22	\$33.90
EFT0002960	Ideal Supply Inc.	1/12/22	\$381.38
EFT0002961	J J McLellan & Son	1/12/22	\$303.92
EFT0002962	JOB-INC Electric	1/12/22	\$2,164.52
EFT0002963	John Wilson Electric (Fordwich	1/12/22	\$486.54
EFT0002964	Kraemer LLP	1/12/22	\$11,138.83
EFT0002965	K Smart Associates Limited	1/12/22	\$20,017.16
EFT0002966	Conseil Scolaire Viamonde	1/12/22	\$134.82
EFT0002967	Lystek International Inc.	1/12/22	\$1,927.34



<b>Cheque Number</b>	<b>Vendor Cheque Name</b>	<b>Cheque Date</b>	<b>Amount</b>
EFT0002968	M & L Supply, Fire & Safety	1/12/22	\$3,369.02
EFT0002969	MacDonald's Home Appliances	1/12/22	\$1,410.24
EFT0002970	Maple Lane Farm Service Inc.	1/12/22	\$466.02
EFT0002971	Marcc Apparel Company	1/12/22	\$605.86
EFT0002972		1/12/22	\$300.00
EFT0002973	MRC Systems Inc	1/12/22	\$37.07
EFT0002974	North Wellington Co-op Service	1/12/22	\$3,794.67
EFT0002975	Ontario One Call	1/12/22	\$117.07
EFT0002976	Ont Clean Water Agency	1/12/22	\$79,542.38
EFT0002977	PETRO-CANADA	1/12/22	\$4,903.77
EFT0002978	Print One	1/12/22	\$483.08
EFT0002979	Purolator Inc.	1/12/22	\$52.35
EFT0002980	R&R Pet Paradise	1/12/22	\$4,753.44
EFT0002981	Reeves Construction Ltd	1/12/22	\$2,746.36
EFT0002982	ROBERTS FARM EQUIPMENT	1/12/22	\$3,197.90
EFT0002983	SGS Canada Inc.	1/12/22	\$1,570.70
EFT0002984	SLBC Inc.	1/12/22	\$4,068.00
EFT0002985	Stephen Hale	1/12/22	\$1,452.05
EFT0002986	STRONGCO LIMITED PARTNERSHIP	1/12/22	\$225.01
EFT0002987	Suncor Energy Inc.	1/12/22	\$20,792.64
EFT0002988	Terryberry	1/12/22	\$1,075.84
EFT0002989	Triton Engineering Services	1/12/22	\$1,935.13
EFT0002990	Upper Grand Dist School Board	1/12/22	\$15,583.93
EFT0002991	Upper Grand Dist School Board	1/12/22	\$124,432.00
EFT0002992	Valley Blades Limited	1/12/22	\$5,615.33
EFT0002993	Viking Cives Ltd	1/12/22	\$172.79
EFT0002994	Wellington Advertiser	1/12/22	\$2,818.22
EFT0002995	Wellington North Power	1/12/22	\$7,820.06
EFT0002996	Yake Electric Ltd	1/12/22	\$956.95
EFT0002997	Young's Home Hardware Bldg Cen	1/12/22	\$309.82
EFT0002998	Assoc of Mun of Ontario	1/12/22	\$4,707.04
EFT0002999	Digital Postage On Call	1/12/22	\$11,300.00
EFT0003000	Eric Cox Sanitation	1/12/22	\$368.49
EFT0003001	Homewood Health Inc.	1/12/22	\$1,220.40
EFT0003002	Ideal Supply Inc.	1/12/22	\$98.86
EFT0003003	Municipal Employer Pension Cen	1/12/22	\$231.37
EFT0003004	North Wellington Co-op Service	1/12/22	\$114.85
EFT0003005	Orkin Canada Corporation	1/12/22	\$50.85
EFT0003006	OSIM Inc.	1/12/22	\$1,220.40
EFT0003007	PACKET WORKS	1/12/22	\$169.50
EFT0003008	Turriss Sites Development Corp.	1/12/22	\$68.74
EFT0003009	Young's Home Hardware Bldg Cen	1/12/22	\$48.48
	Total Cheques:		\$1,169,072.90



# Staff Report

**To:** Mayor and Members of Council Meeting of January 24, 2022

**From:** Matthew Aston, Director of Operations  
Karren Wallace, Clerk / Director of Legislative Services

**Subject:** OPS 2022-003 being a return report on parkland in lieu

**RECOMMENDATION**

**THAT** the Council of the Township of Wellington North receive Report OPS 2022-003 being a return report on parkland in lieu;

**AND FURTHER THAT** the Council, as recommended by the Recreation, Parks and Leisure Committee, direct staff to amend the fees and charges by-law to include a “cash in lieu of parkland” fee per the following schedule: (Report RLP 2021-023)

2022	\$2,000
2023	\$4,000
2024	\$7,500
2025	Process with land valuation appraisal review

**AND FURTHER THAT** Council authorize the Mayor and Clerk to sign a by-law to require the conveyance of land for park or other public recreational purposes, as a condition of the development or redevelopment of land, in the Township of Wellington North;

**AND FURTHER THAT** Council direct staff to bring an amendment to the fees and charges by-laws related to reflect the changes above to parkland dedication fees to a future meeting of Council;

**AND FURTHER THAT** Council authorize the Mayor and Clerk to sign the amended fees and charges by-law.

**PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS**

Report RPL 2021-023 being a report on cash-in-lieu of parkland on new development

**BACKGROUND**

Township staff brought a report to December Recreation, Parks and Leisure Committee to increase the cash in lieu of parkland fees. Immediately before the December 13<sup>th</sup> meeting of Council, a challenge was received with respect to the proposed fees and process. The

attached by-law has been drafted in consultation with Township Solicitor and represents only minor changes from the by-law that was part of the December 13<sup>th</sup> agenda.

If the recommendation of this report is accepted, the parkland by-law will be considered later within this meeting, however, the amendment to the related fees and charges by-law will come to a future meeting of Council for consideration after a notice period has been provided.

<b>FINANCIAL CONSIDERATIONS</b>
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NA

<b>ATTACHMENTS</b>
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NA

<b>STRATEGIC PLAN 2019 – 2022</b>
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Do the report's recommendations align with our Strategic Areas of Focus?

Yes                       No                       N/A

Which priority does this report support?

Modernization and Efficiency                       Partnerships  
 Municipal Infrastructure                       Alignment and Integration

<b>Prepared By:</b>	Matthew Aston, Director of Operations
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<b>Recommended By:</b>	Michael Givens, Chief Administrative Officer <i>Michael Givens</i>
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# Staff Report

**To:** Mayor and Members of Council Meeting of January 24, 2022

**From:** Matthew Aston, Director of Operations  
Dale Clark, Manager, Transportation Services

**Subject:** OPS 2022-004 being a report on the award of dust control and gravel crushing services

**RECOMMENDATION**

**THAT** the Council of the Township of Wellington North receive Report OPS 2022-004 being a report on the award of dust control and gravel crushing services;

**AND FURTHER THAT** Council award the Township’s request for quotation 2021-012 for a multi-year contract of liq. 35% CaCl<sub>2</sub> dust control services to Da-Lee Dust Control at a cost of

2022	\$0.265 / litre
2023	\$0.278 / litre
2024	\$0.292 / litre

plus applicable taxes;

**AND FURTHER THAT** Council award the Township’s request for quotation 2021-012 for a multi-year contract of liq. 20% Calcium Magnesium Chloride dust control services to Pollard Distribution at a cost of

2022	\$0.1075 / litre
2023	\$0.1125 / litre
2024	\$0.1200 / litre

plus applicable taxes;

**AND FURTHER THAT** Council award the Township’s request for quotation 2021-013 for gravel crushing services to B&B Crushing Inc. at a cost of

2022	\$2.05 / tonne
2023	\$2.10 / tonne
2024	\$2.15 / tonne

plus applicable taxes;

**AND FURTHER THAT** Council authorize the Director of Operations or their designate to sign any necessary agreements with the successful bidders to execute this project.

<b>PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS</b>
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NA

<b>BACKGROUND</b>
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#### DUST CONTROL

The request for tender (RFT 2021-012) for dust control services for the years 2022, 2023 and 2024 was advertised on the Township's website starting November 30, 2021, and closed January 18, 2022.

Township had five (5) bid takers for RFT 2021-012.

The Township received three submissions prior to RFT 2021-012 close: Pollard Distribution, Da-Lee Dust Control and 552976 Ontario Ltd. Submissions reviewed by the Township staff and evaluated on cost – see below.

Da-Lee Dust Control was the lowest cost that met the RFT as specified, for 35% Calcium Chloride and Township staff recommend them for award for that portion of the RFT.

Pollard Distribution was the lowest cost that met the RFT as specified, for 20% Calcium Magnesium Chloride and Township staff recommend them for award for that portion of the RFT.

#### GRAVEL CRUSHING

The request for tender (RFT 2021-013) for gravel crushing services for the years 2022, 2023 and 2024 was advertised on the Township's website starting November 30, 2021, and closed January 18, 2022.

Township had four (4) bid takers for RFT 2021-013.

The Township received one submissions prior to RFT 2021-013 close: B&B Crushing. Submissions reviewed by the Township staff and evaluated on cost – see below.

B&B Crushing was the lowest cost that met the RFT as specified and Township staff recommend them for award for that portion of the RFT.

<b>FINANCIAL CONSIDERATIONS</b>
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## RFT 2022-012 – Dust Control

Bidder	RFT Price <sup>^</sup>	Estimated Annual Cost <sup>^</sup>
Pollard Distribution	20% 2022 - \$0.1075 / litre 2023 - \$0.1125 / litre 2024 - \$0.1200 / litre	2022 - \$56,140.80 2023 - \$58,752.00 2024 - \$62,668.80
	35% 2022 - \$0.2850 / litre 2023 - \$0.2900 / litre 2024 \$0.2950 / litre	
Da-Lee Dust Control	35% 2022 - \$0.2650 / litre 2023 - \$0.2780 / litre 2024 \$0.2920 / litre	2022 - \$108,120.00 2023 - \$113,424.00 2024 - \$119,136.00
552976 Ontario Ltd.	20% 2022 - \$0.1148 / litre 2023 - \$0.1199 / litre 2024 \$0.1262 / litre	

## RPT 2021-013 – Gravel Crushing

Bidder	RFT Price <sup>^</sup>	Estimated Annual Cost <sup>^</sup>
B&B Crushing	2022 - \$2.05 / tonne 2023 - \$2.10 / tonne 2024 - \$2.15 / tonne	2022 - \$61,500 2023 - \$63,000 2024 - \$64,500

<sup>^</sup> - Prices excludes 13% HST.

<b>ATTACHMENTS</b>
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NA

<b>STRATEGIC PLAN 2019 – 2022</b>
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Do the report's recommendations align with our Strategic Areas of Focus?

Yes                       No                       N/A

Which priority does this report support?

Modernization and Efficiency                       Partnerships  
 Municipal Infrastructure                       Alignment and Integration

**Prepared By:** Matthew Aston, Director of Operations

**Recommended By:** Michael Givens, Chief Administrative Officer *Michael Givens*



# Staff Report

**To:** Mayor and Members of Council Meeting of January 24, 2022

**From:** Karren Wallace, Director of Legislative Services/Clerk  
Chanda Riggi, Human Resources Manager  
Dale Small, Economic Development Officer  
Mandy Jones, Community Recreation Coordinator

**Subject:** Report CLK 2022-001 being a report on the New Horizons project

**RECOMMENDATION**

**THAT** Council of the Corporation of the Township of Wellington North receive report CLK 2022-001 being a report on the New Horizons project;

**AND FURTHER THAT** staff be directed to apply for a grant in 2022 to offer the program again if funding becomes available.

**PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS**

Presentation August 9, 2021 meeting of Council

CLK 2020-009 New Horizons Grant-Seniors Helping Seniors through Technological Change/Modernization

**BACKGROUND**

Throughout the fall of 2021 the Township of Wellington North offered a program called New Horizons which was directed at individuals 55 years and older to train them on the use of technology. Funding was provided by the Federal Government, Township of Wellington North, Township of Mapleton and Town of Minto.

The skills learned provided participants with the tools to identify phishing and email scams thereby reducing susceptibility to financial fraud. Safe online practices were taught as well as the ability to connect with peers and distant family members, reducing social isolation and its associated poor health outcomes.

The project also offered participants the opportunity to effectively participate in and experience various economic, educational, and social advantages through the learned ability to access timely knowledge and information from reliable sources. Their learned abilities increases participation in local government through online surveys and the ability to access government services online format enhances community decision making as a whole.

An unexpected outcome, was after being in social isolation for much of 2020 and 2021, the fall sessions offered a chance for participants to get out and meet other individuals after a long time in lockdown.



The program was very well received and “sold-out” quickly. In total there were 435 one-hour session interactions, evenly conducted in Arthur, Drayton, Palmerston and Mount Forest and the course metrics and evaluations/comments are attached in Schedule A.

<b>FINANCIAL CONSIDERATIONS</b>
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Expenditures \$27,579.83

Revenue \$33,450.00

<b>ATTACHMENTS</b>
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Schedule A-metrics and evaluations/comments

<b>STRATEGIC PLAN 2019 - 2022</b>
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Do the report’s recommendations align with our Strategic Areas of Focus?

Yes                       No                       N/A

Which priority does this report support?

Modernization and Efficiency       Partnerships  
 Municipal Infrastructure               Alignment and Integration

<b>Prepared By:</b>	Karren Wallace, Clerk	<i>Karren Wallace</i>
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<b>Recommended By:</b>	Michael Givens, Chief Administrative Officer	<i>Michael Givens</i>
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## New Horizons Tech. Training & Support for Seniors: Program Metrics

### 1. Attendance Tally for In-person Sessions

<b>Drayton</b> <b>MONDAYS</b> <b>N=attendees</b>	<b>Mount Forest</b> <b>TUESDAYS</b> <b>N=attendees</b>	<b>Palmerston</b> <b>THURSDAYS</b> <b>N=attendees</b>	<b>Arthur</b> <b>FRIDAYS</b> <b>N=attendees</b>
No session	cohort a Sep 7 = 10	Sep 9 = 12	cohort a Sep 10 =10
No session	a Sep 14 = 8	Sep 16 =11	a Sep 17 =9
Sep 20 =9	a Sep 21 =7	Sep 23 =9	a Sep 24 =6
Sep 27 = 9	a Sep 28 =6	Sep 30 =8	a Oct 1 =5
Oct 4 = 10	a Oct 5 =5	Oct 7 =10	a Oct 8 =7
No session	a Oct 12 =6	Oct 14 =10	a Oct 15 =7
Oct 18 =10	a Oct 19 =6	Oct 21 =8	a Oct 22 =5
Oct 25 =10	cohort b Oct 26 =11	Oct 28 =9	cohort b Oct 29 =5
Nov 1 =6	b Nov 2 =11	Nov 4=9	b Nov 5=5
Nov 8=8	b Nov 9=11	No Session	b Nov 12=5
Nov 15 =9	b Nov 16 =11	Nov 18 =8	b Nov 19 =6
Nov 22=9	b Nov 23 =10	Nov 25 =8	b Nov 26 =5
Nov 29 =6	b Nov 30 =10	Dec 2 =6	b Dec 3 =6

Dec 6 =7	b Dec 7 =10	Dec 9 =7	b Dec 10 =5
Dec 13 =5	b Dec 14 =6	Dec 16 =4	b Dec 17 =4
Drayton sub total =98	Mount Forest sub total =128	Palmerston sub total =119	Arthur sub total =90

Total Number of In-person, One-hour Session Interactions = 435

## 2. Google Classroom Traffic between Sep 7 and Dec 17

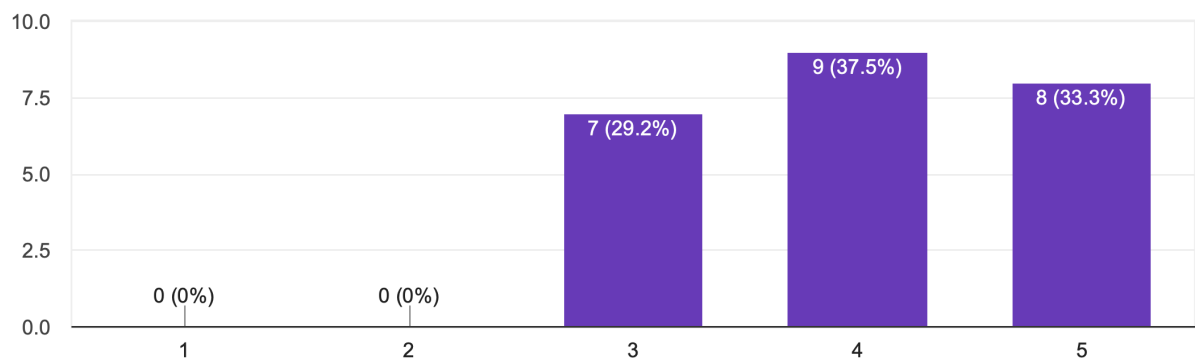
-66 students enrolled (35 with personal g-mails and 31 with generic iPad specific g-mails)

-148 student-initiated actions (edit or submit a document & post a comment or ask a question about a virtual lesson)

## 3. Course Evaluation Survey Results

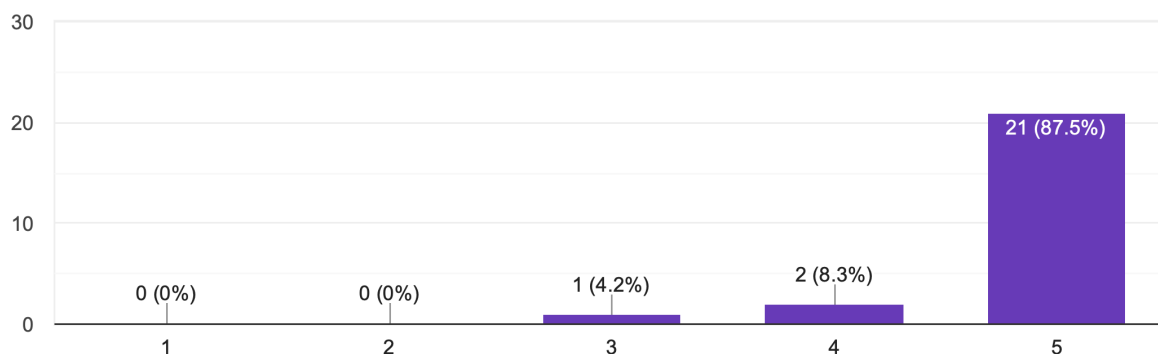
The course lessons helped me become more “Gadget Smart” when using Hand-Held Technology such as Tablets & Smartphones:

24 responses



The instructor created a supportive environment that helped me learn:

24 responses



### The best thing I learned in this course was:

- Get over basic hurdles that others can do in their sleep
- I wanted to thank you for your patience and for sharing your expertise. I found the walk-throughs most helpful. There was lots of information which was a bit overwhelming for a non-tech savvy person like me. As well I live in a corner where internet access and cell signal is minimal at best so I was unable to access the classroom from home which would have been beneficial.
- Systems navigation and determine/ delete undesirable solicitations.
- Not to be afraid of trying to use my phone or other tech instruments. It really is amazing what the iPad can do. I'm able to relax and try to enjoy using it :}
- Not to be intimidated by the amount of information to be absorbed.
- Navigating Safari
- Looking up addresses and getting postal codes. Learning to navigate through the computer.
- Improving typing speeds
- Practice helps to make tech less of a mystery. There is much to learn.
- Gmail
- How to clear already opened apps. Know how to use my tablet more efficiently.
- It's important to Keep trying
- I am able to get more use from my devices

-Learning gmail,, Learning new ways to use cameras,and learning to overcome my fear of tapping wrong buttons.I learned how to exit apps and go back and forth with pages. Loved learning google meet and wouldn't have known anything about it without this Course.

-Greater familiarity with my iPhone.

-direct teaching. Step-by-step, walk throughs on the iPad and Safari. Wonderful.

-Hard question. Everything I've learned so far. There is so much info as a resource and I needed it all. I'm grateful that I can continue for months to come when at home. Headphones. Vaccination certificate screenshots. All of it.

-To overcome my fear of technology

-Learning to use an iPad instead of my current android device, Definitely a huge change but was explained in a way that I will be switching over to apple iPad. Much more user friendly and glad I took this course. Thank you for offering it.

-I'm Hearing impaired. It showed me how important it is to know how to use iPads and phones. I need more classes.

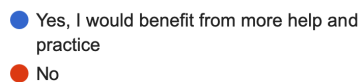
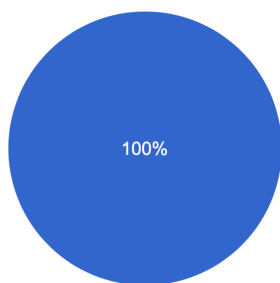
-The many things you can do on your tablet.thanks to Mike

-Accessing more info on all of the lesson topics when on my own through the Google Classroom. Very valuable resources.

-How to use my new iPad. Learned all the different apps such as messenger, calendar, and how to take pictures. Also how to email pictures to my friends. The lessons provided in the classroom were most helpful. Our instructor was very thorough in explaining how to use the iPad. He was always able to help us out with any troubleshooting questions we had. The lessons were very valuable and well worth it.

If this course was offered again in 2022, I would attend:

24 responses



**4. Instructor recommendations**

- a. Return to same 4 venues re: stable internet access**
- b. Offer two cohorts of sessions**
  - Spring: April to June**
  - Fall: September to November**
- c. Schedule 12 sessions per cohort**
- d. Limit # of participants to 8 people per cohort**



# Towards a Reasonable Balance:

Addressing growing municipal liability and insurance costs

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Submission to the Attorney General of Ontario

October 1, 2019

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Sent via email to: [doug.downeyco@pc.ola.org](mailto:doug.downeyco@pc.ola.org)  
[magpolicy@ontario.ca](mailto:magpolicy@ontario.ca)

October 1, 2019

The Honourable Doug Downey  
Attorney General of Ontario  
McMurtry-Scott Building, 11th Floor  
720 Bay Street  
Toronto, Ontario  
M7A 2S9

Dear Attorney General Downey,

Municipal governments accept the responsibility to pay their fair share of a loss. Always. Making it right and paying a fair share are the cornerstones of our legal system. Citizens expect nothing less of their local governments.

But what is a challenge for municipalities and property taxpayers alike, is being asked to assume someone else's responsibility for someone else's mistake. Municipal governments should not be the insurer of last resort. For municipalities in Ontario, however, the principle of joint and several liability ensures that they are just that.

Joint and several liability means higher insurance costs. It diverts property tax dollars from delivering public services. It has transformed municipalities into litigation targets while others escape responsibility. It forces municipal government to settle out-of-court for excessive amounts when responsibility is as low as 1%.

There must be a better way. There must be a better way to help ensure those who suffer losses are made whole again without asking municipalities to bear that burden alone. There must be a better way to be fair, reasonable, and responsible.

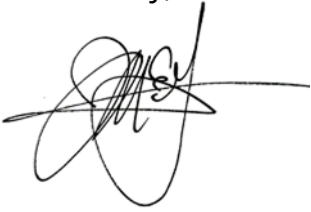
AMO welcomes the government's commitment to review joint and several liability. It is a complex issue that has many dimensions. Issues of fairness, legal principles, "liability chill", insurance failures and high insurance costs are all intertwined. Many other jurisdictions have offered additional protection for municipalities and AMO calls on the Ontario government to do the same.

What follows is a starting point for that discussion. Our paper reasserts key issues from AMO's 2010 paper, AMO's 2011 insurance cost survey, provides more recent examples, and details some possible solutions of which there are many options.

Municipalities are in the business of delivering public services. Municipal governments exist to connect people and to advance the development of a community. It is time to find a reasonable balance to prevent the further scaling back of public services owing to joint and several liability, "liability chill", or excessive insurance costs.

Together with the provincial government, I am confident we can find a better way.

Sincerely,

A handwritten signature in black ink, appearing to read 'JMCG', with a long horizontal line extending to the right.

Jamie McGarvey  
AMO President

## Executive Summary

AMO's advocacy efforts on joint and several liability in no way intends for aggrieved parties to be denied justice or damages through the courts. Rather, municipal governments seek to highlight the inequity of how much "deep pocket" defendants like municipalities are forced to pay, for both in and out of court settlements.

It is entirely unfair to ask property taxpayers to carry the lion's share of a damage award when a municipality is found at minimal fault or to assume responsibility for someone else's mistake.

Municipal governments cannot afford to be the insurer of last resort. The principle of joint and several liability is costing municipalities and taxpayers dearly, in the form of rising insurance premiums, service reductions and fewer choices. The *Negligence Act* was never intended to place the burden of insurer of last resort on municipalities.

As public organizations with taxation power and "deep pockets," municipalities have become focal points for litigation when other defendants do not have the means to pay. At the same time, catastrophic claim awards in Ontario have increased considerably. In part, joint and several liability is fueling exorbitant increases in municipal insurance premiums.

The heavy insurance burden and legal environment is unsustainable for Ontario's communities. Despite enormous improvements to safety, including new standards for playgrounds, pool safety, and better risk management practices, municipal insurance premiums and liability claims continue to increase. All municipalities have risk management policies to one degree or another and most large municipalities now employ risk managers precisely to increase health and safety and limit liability exposure in the design of facilities, programs, and insurance coverage. Liability is a top of mind consideration for all municipal councils.

Joint and several liability is problematic not only because of the disproportioned burden on municipalities that are awarded by courts. It is also the immeasurable impact of propelling municipalities to settle out of court to avoid protracted and expensive litigation for amounts that may be excessive, or certainly represent a greater percentage than their degree of fault.

Various forms of proportionate liability have now been enacted by all of Ontario's competing Great Lakes states. In total, 38 other states south of the border have adopted proportionate liability in specific circumstances to the benefit of municipalities. Many common law jurisdictions around the world have adopted legal reforms to limit the exposure and restore balance. With other Commonwealth jurisdictions and the majority of state governments in the United States having modified the rule of joint and several liability in favour of some form of proportionate liability, it is time for Ontario to consider various options.

There is precedence in Ontario for joint and several liability reform. The car leasing lobby highlighted a particularly expensive court award made in November of 2004 against a car leasing company by the victim of a drunk driver. The August 1997 accident occurred when the car skidded off a county road near Peterborough, Ontario. It exposed the inequity of joint and several liability for car leasing companies. The leasing companies argued to the government that the settlement had put them at a competitive disadvantage to lenders. They also warned that such liability conditions would likely drive some leasing and rental companies to reduce their business in Ontario. As a result, Bill 18 amended the *Compulsory Automobile Insurance Act*, the *Highway Traffic*

*Act* and the Ontario *Insurance Act* to make renters and lessees vicariously liable for the negligence of automobile drivers and capped the maximum liability of owners of rental and leased cars at \$1 million. While Bill 18 has eliminated the owners of leased and rented cars as “deep pocket” defendants, no such restrictions have been enacted to assist municipalities.

A 2011 survey conducted by AMO reveals that since 2007, liability premiums have increased by 22.2% and are among the fastest growing municipal costs. Total 2011 Ontario municipal insurance costs were \$155.2 million. Liability premiums made up the majority of these expenses at \$85.5 million. Property taxpayers are paying this price.

These trends are continuing. In August of 2019, it was reported the Town of Bradford West Gwillimbury faces a 59% insurance cost increase for 2019. This is just one example. AMO encourages the municipal insurance industry to provide the government with more recent data and trends to support the industry’s own arguments regarding the impact joint and several has on premiums.

Insurance costs disproportionately affect small municipalities. For 2011, the per capita insurance costs for communities with populations under 10,000 were \$37.56. By comparison, per capita costs in large communities with populations over 75,000 were \$7.71. Property taxpayers in one northern community are spending more on insurance than their library. In one southern county, for every \$2 spent on snowplowing roads, another \$1 is spent on insurance.

In 2016, the Ontario Municipal Insurance Exchange (OMEX), a not-for-profit insurer, announced that it was suspending reciprocal underwriting operations. The organization cited, a “low pricing environment, combined with the impact of joint and several liability on municipal claim settlements” as reasons for the decision. Fewer choices fuels premium increases.

Learning from other jurisdictions is important for Ontario. The Province of Saskatchewan has implemented liability reforms to support its municipalities. As a municipal lawyer at the time, Neil Robertson, QC was instrumental in laying out the arguments in support of these changes. Now a Justice of the Court of Queen’s Bench for Saskatchewan, AMO was pleased to have Neil Robertson prepare a paper and address AMO conference delegates in 2013. Much of the Saskatchewan municipal experience (which led to reforms) is applicable to the Ontario and the Canadian municipal context. Summarised below and throughout this paper are some of Robertson’s key findings.

Robertson found that, regardless of the cause, over the years municipalities in Canada have experienced an accelerating rate of litigation and an increase in amounts of damage awards. He noted these developments challenge municipalities and raise financial, operational and policy issues in the provision of public services.

Robertson describes the current Canadian legal climate as having placed municipalities in the role of involuntary insurer. Courts have assigned municipal liability where liability was traditionally denied and apportioned fault to municipal defendants out of proportion to municipal involvement in the actual wrong.

This increased exposure to liability has had serious ramifications for municipalities, both as a deterrent to providing public services which may give rise to claims and in raising the cost and reducing the availability of insurance. The cost of claims has caused insurers to reconsider not only

what to charge for premiums, but whether to continue offering insurance coverage to municipal clients.

Robertson also makes the key point that it is reasonable for municipal leaders to seek appropriate statutory protections. He wrote:

“Since municipalities exist to improve the quality of life for their citizens, the possibility of causing harm to those same citizens is contrary to its fundamental mission. Careful management and wise stewardship of public resources by municipal leaders will reduce the likelihood of such harm, including adherence to good risk management practices in municipal operations. But wise stewardship also involves avoiding the risk of unwarranted costs arising from inevitable claims.”

And, of course, a key consideration is the reality that insurance premiums, self-insurance costs, and legal fees divert municipal funds from other essential municipal services and responsibilities.

It is in this context that AMO appreciated the commitments made by the Premier and the Attorney General to review the principle of joint and several liability, the impact it has on insurance costs, and the influence “liability chill” has on the delivery of public services. Now is the time to deliver provincial public policy solutions which address these issues.

## Recommendations

AMO recommends the following measures to address these issues:

1. The provincial government adopt a model of full proportionate liability to replace joint and several liability.
2. Implement enhancements to the existing limitations period including the continued applicability of the existing 10-day rule on slip and fall cases given recent judicial interpretations, and whether a 1-year limitation period may be beneficial.
3. Implement a cap for economic loss awards.
4. Increase the catastrophic impairment default benefit limit to \$2 million and increase the third-party liability coverage to \$2 million in government regulated automobile insurance plans.
5. Assess and implement additional measures which would support lower premiums or alternatives to the provision of insurance services by other entities such as non-profit insurance reciprocals.
6. Compel the insurance industry to supply all necessary financial evidence including premiums, claims, and deductible limit changes which support its, and municipal arguments as to the fiscal impact of joint and several liability.
7. Establish a provincial and municipal working group to consider the above and put forward recommendations to the Attorney General.

## Insurance Cost Examples

The government has requested detailed information from municipalities regarding their insurance costs, coverage, deductibles, claims history, and out-of-court settlements. Municipalities have been busy responding to a long list of provincial consultations on a wide range of topics. Some of the information being sought is more easily supplied by the insurance industry. AMO's 2011 survey of insurance costs produced a sample size of 122 municipalities and assessed insurance cost increases over a five-year period. The survey revealed an average premium increase which exceeded 20% over that period.

All of the same forces remain at play in 2019 just as they were in 2011. Below are some key examples.

**Ear Falls** - The Township of Ear Falls reports that its insurance premiums have increased 30% over five years to \$81,686. With a population of only 995 residents (2016), this represents a per capita cost of \$82.09. This amount is a significant increase from AMO's 2011 Insurance Survey result. At that time, the average per capita insurance cost for a community with a population under 10,000 was \$37.56. While the Township has not been the subject of a liability claim, a claim in a community of this size could have significant and long-lasting financial and service implications. The Township has also had to impose stricter insurance requirements on groups that rent municipal facilities. This has had a negative impact on the clubs and volunteers' groups and as a consequence, many have cut back on the service these groups provide to the community.

**Central Huron** - For many years the municipality of Central Huron had a deductible of \$5,000. In 2014, the deductible was increased to \$15,000 to help reduce insurance costs. The municipality also increased its liability coverage in 2014 and added cyber security coverage in 2018. The combined impact of these changes represents a premium cost of \$224,774 in 2019, up from \$141,331 in 2010. Per capita costs for insurance alone are now \$29.67.

**Huntsville** - Since 2010, the Town of Huntsville reports an insurance premium increase of 67%. In 2019 this represented about 3.75% of the town's property tax levy. At the same time, Huntsville's deductible has increased from \$10,000 to \$25,000. The town also reports a reluctance to hold its own events for fear of any claims which may affect its main policy. Additional coverage is purchased for these events and these costs are not included above.

**Ottawa** - In August 2018, the City began working with its insurance broker, Aon Risk Solutions ("Aon"), to prepare for the anticipated renewal of the Integrated Insurance Program in April 2019. As the cost of the City's insurance premiums had risen by approximately 25% between 2017 and 2018, this early work was intended to ensure that any further increase could be properly accounted for through the 2019 budget process. Early indications of a possible further 10% premium increase prompted the City and Aon in late 2018 to explore options for a revised Program, and to approach alternative markets for the supply of insurance.

On January 11, 2019, an OC Transpo bus collided with a section of the Westboro Station transit shelter, resulting in three fatalities and numerous serious injuries. This was the second major incident involving the City's bus fleet, following approximately five years after the OC Transpo - VIA train collision in September 2013.

The January 2019 incident prompted insurance providers to re-evaluate their willingness to participate in the City Program. Despite Aon's work to secure an alternative provider, only Frank Cowan Company ("Cowan"), the City's existing insurer, was prepared to offer the City an Integrated Insurance Program. Cowan's offer to renew the City's Program was conditional on revised terms and limits and at a significant premium increase of approximately 84%, or nearly \$2.1 million per year. According to Cowan, these changes and increases were attributable to seven principle factors, including Joint and Several Liability:

1. Escalating Costs of Natural Global Disasters;
2. Joint and Several Liability;
3. Claims Trends (in the municipal sector);
4. Increasing Damage Awards;
5. Class Action Lawsuits;
6. New and/or Adverse Claims Development; and,
7. Transit Exposure.

Cowan also indicated that the primary policy limits for the 2019-2020 renewal would be lowered from \$25 million to \$10 million per occurrence, thereby raising the likelihood of increased costs for the City's excess liability policies.

## Joint and Several in Action - Recent Examples

The following examples highlight joint and several in action. The following examples have occurred in recent years.

**GTA Municipality** – A homeowner rented out three separate apartments in a home despite being zoned as a single-family dwelling. After a complaint was received, bylaw inspectors and Fire Prevention Officers visited the property. The landlord was cautioned to undertake renovations to restore the building into a single-family dwelling. After several months of non-compliance, charges under the fire code were laid. The owner was convicted and fined. A subsequent visit by Fire Prevention Officers noted that the required renovations had not taken place. Tragically, a fire occurred which resulted in three fatalities. Despite having undertaken corrective action against the homeowner, joint and several liability loomed large. It compelled the municipality to make a payment of \$504,000 given the 1% rule.

**City of Ottawa** - A serious motor vehicle accident occurred between one of the City's buses and an SUV. The collision occurred at an intersection when the inebriated driver of the SUV failed to stop at a red light and was struck by the City bus. This collision resulted in the deaths of the SUV driver and two other occupants, and also seriously injured the primary Plaintiff, the third passenger in the SUV. The secondary action was brought by the family of one of the deceased passengers.

The Court ultimately concluded that the City was 20% liable for the collision, while the SUV driver was 80% at fault. Despite the 80/20 allocation of fault, the City was required to pay all of the approximately \$2.1 million in damages awarded in the primary case and the \$200,000 awarded in the secondary case, bringing the amount paid by the City to a total that was not proportionate to its actual liability. This was due to the application of the principle of joint and several liability, as well as the interplay between the various automobile insurance policies held by the SUV owner and

passengers, which is further explained below. Although the City appealed this case, the Ontario Court of Appeal agreed with the findings of the trial judge and dismissed it.

This case was notable for the implications of various factors on the insurance policies held by the respective parties. While most automobile insurance policies in Ontario provide for \$1 million in third party liability coverage, the insurance for the SUV was reduced to the statutory minimum of \$200,000 by virtue of the fact that the driver at the time of the collision had a blood alcohol level nearly three times the legal limit for a fully licensed driver. This was contrary to the requirements of his G2 license, which prohibit driving after the consumption of any alcohol. Further, while the Plaintiff passengers' own respective insurance provided \$1 million in coverage for underinsured motorists (as the SUV driver was at the time), this type of coverage is triggered only where no other party is in any way liable for the accident. As a result, the primary Plaintiff could only effectively recover the full \$2.1 million in damages if the Court attributed even a small measure of fault to another party with sufficient resources to pay the claim.

In determining that the City was at least partially responsible for the collision, the Court held that the speed of the bus – which according to GPS recordings was approximately 6.5 km/h over the posted limit of 60 kilometres an hour – and momentary inattention were contributing factors to the collision.

To shorten the length of the trial by approximately one week and accordingly reduce the legal costs involved, the parties had earlier reached an agreement on damages and that the findings regarding the primary Plaintiff would apply equally to the other. The amount of the agreement-upon damages took into account any contributory negligence on the part of the respective Plaintiffs, attributable to such things as not wearing a seat belt.

**City of Ottawa, 2<sup>nd</sup> example** – A Plaintiff was catastrophically injured when, after disembarking a City bus, he was struck by a third-party motor vehicle. The Plaintiff's injuries included a brain injury while his impairments included incomplete quadriplegia.

As a result of his accident, the Plaintiff brought a claim for damages for an amount in excess of \$7 million against the City and against the owner and driver of the third-party vehicle that struck him. Against the City, the Plaintiff alleged that the roadway was not properly designed and that the bus stop was placed at an unsafe location as it required passengers to cross the road mid-block and not at a controlled intersection.

Following the completion of examinations for discovery, the Plaintiff's claim against the Co-Defendant (the driver of the vehicle which struck the plaintiff) was resolved for \$1,120,000 comprising \$970,000 for damages and \$120,000 for costs. The Co-Defendant's policy limit was \$1 million. The claim against the City was in effect, a "1% rule" case where the City had been added to the case largely because the Co-Defendant's insurance was capped at \$1 million, which was well below the value of the Plaintiff's claim.

On the issue of liability, the pre-trial judge was of the view that the City was exposed to a finding of some liability against it on the theory that, because of the proximity of the bus stop to a home for adults with mental health issues, the City knew or should have known that bus passengers with cognitive and/or physical disabilities would be crossing mid-block at an unmarked crossing. This, according to the judge, could have resulted in a finding being made at trial that the City should



either have removed the bus stop or alternatively, should have installed a pedestrian crossing at this location.

The judge assessed the Plaintiff's damages at \$7,241,000 exclusive of costs and disbursements which he then reduced to \$4,602,930 exclusive of costs and disbursements after applying a reduction of 27.5% for contributory negligence and subtracting the \$970,000 payment made by the Co-Defendant's insurer.

Settlement discussions took place and the judge recommended that the matter be resolved for \$3,825,000 plus costs of \$554,750 plus HST plus disbursements.

## Joint and Several Liability in Action - Other notable cases

**Deering v Scugog** - A 19-year-old driver was driving at night in a hurry to make the start time of a movie. She was travelling on a Class 4 rural road that had no centerline markings. The Ontario Traffic Manual does not require this type of road to have such a marking. The driver thought that a vehicle travelling in the opposite direction was headed directly at her. She swerved, over-corrected and ended up in a rock culvert. The Court found the Township of Scugog 66.7% liable. The at-fault driver only carried a \$1M auto insurance policy.

**Ferguson v County of Brant** - An inexperienced 17-year-old male driver was speeding on a road when he failed to navigate a curve which resulted in him crossing the lane into oncoming traffic, leaving the roadway, and striking a tree. The municipality was found to have posted a winding road sign rather than a sharp curve sign. The municipality was found 55% liable.

**Safranyos et al v City of Hamilton** - The plaintiff was leaving a drive-in movie theatre with four children in her vehicle at approximately 1 AM. She approached a stop sign with the intention of turning right onto a highway. Although she saw oncoming headlights she entered the intersection where she was struck by a vehicle driven 15 km/h over the posted speed limit by a man who had just left a party and was determined by toxicologists to be impaired. The children in the plaintiff's vehicle suffered significant injuries. The City was determined to be 25% liable because a stop line had not been painted on the road at the intersection.

**Mortimer v Cameron** - Two men were engaged in horseplay on a stairway and one of them fell backward through an open door at the bottom of a landing. The other man attempted to break the first man's fall and together they fell into an exterior wall that gave way. Both men fell 10 feet onto the ground below, one of whom was left quadriplegic. The trial judge determined both men were negligent, but that their conduct did not correspond to the extent of the plaintiff's injuries. No liability was attached to either man. The building owner was determined to be 20% and the City of London was found to be 80% liable. The Court awarded the plaintiff \$5 M in damages. On appeal, the City's liability was reduced to 40% and building owner was determined to be 60% liable. The City still ended up paying 80% of the overall claim.

## 2011 Review of Joint and Several Liability – Law Commission of Ontario

In February 2011 the Law Commission of Ontario released a report entitled, *"Joint and Several Liability Under the Ontario Business Corporations Act"*. This review examined the application of

joint and several liability to corporate law and more specifically the relationship between the corporation and its directors, officers, shareholders and stakeholders.

Prior to the report's release, AMO made a submission to the Law Commission of Ontario to seek to expand its review to include municipal implications. The Law Commission did not proceed with a broader review at that time, but the context of its narrower scope remains applicable to municipalities. In fact, many of the same arguments which support reform in the realm of the *Business Corporations Act*, are the same arguments which apply to municipal governments.

Of note, the Law Commission's<sup>1</sup> report highlighted the following in favour of reforms:

**Fairness:** "it is argued that it is unfair for a defendant, whose degree of fault is minor when compared to that of other defendants, to have to fully compensate a plaintiff should the other defendants be insolvent or unavailable."

**Deep Pocket Syndrome:** "Joint and several liability encourages plaintiffs to unfairly target defendants who are known or perceived to be insured or solvent."

**Rising Costs of Litigation, Insurance, and Damage Awards:** "Opponents of the joint and several liability regime are concerned about the rising costs of litigation, insurance, and damage awards."

**Provision of Services:** "The Association of Municipalities of Ontario identifies another negative externality of joint and several liability: municipalities are having to delay or otherwise cut back services to limit exposure to liability."

The Law Commission found that the principle of joint and several liability should remain in place although it did not explicitly review the municipal situation.

## 2014 Resolution by the Ontario Legislature and Review by the Attorney General

Over 200 municipalities supported a motion introduced by Randy Pettapiece, MPP for Perth-Wellington which called for the implementation a comprehensive, long-term solution in 2014. That year, MPPs from all parties supported the Pettapiece motion calling for a reform joint and several liability.

Later that year the Ministry of the Attorney General consulted on three options of possible reform:

### 1. The Saskatchewan Model of Modified Proportionate Liability

Saskatchewan has adopted a modified version of proportionate liability that applies in cases where a plaintiff is contributorily negligent. Under the Saskatchewan rule, where a plaintiff is contributorily negligent and there is an unfunded liability, the cost of the unfunded liability is split among the remaining defendants and the plaintiff in proportion to their fault.

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<sup>1</sup> Law Commission of Ontario. "Joint and Several Liability Under the Ontario *Business Corporations Act*." Final Report, February 2011 Pages 22-25.

## 2. Peripheral Wrongdoer Rule for Road Authorities

Under this rule, a municipality would never be liable for more than two times its proportion of damages, even if it results in the plaintiff being unable to recover full damages.

## 3. A combination of both of the above

Ultimately, the government decided not to pursue any of the incremental policy options ostensibly because of uncertainty that insurance cost reductions would result. This was a disappointing result for municipalities.

While these reviews did not produce results in Ontario, many other common law jurisdictions have enacted protections for municipalities. What follows are some of the options for a different legal framework.

## Options for Reform – The Legal Framework

To gain a full appreciation of the various liability frameworks that could be considered, for comparison, below is a description of the current joint and several liability framework here in Ontario. This description will help to reader to understand the further options which follow.

This description and the alternatives that follow are taken from the Law Commission of Ontario's February 2011 Report entitled, *"Joint and Several Liability Under the Ontario Business Corporations Act"* as referenced above.<sup>2</sup>

### Understanding the Status Quo and Comparing it to the Alternatives

Where three different defendants are found to have caused a plaintiff's loss, the plaintiff is entitled to seek full payment (100%) from any one of the defendants. The defendant who fully satisfies the judgment has a right of contribution from the other liable parties based on the extent of their responsibility for the plaintiff's loss.

For example, a court may find defendants 1 (D1), 2 (D2) and 3 (D3) responsible for 70%, 20%, and 10% of the plaintiff's \$100,000 loss, respectively. The plaintiff may seek to recover 100% of the loss from D2, who may then seek contribution from D1 and D3 for their 70% and 10% shares of the loss. If D1 and/or D3 is unable to compensate D2 for the amount each owes for whatever reason, such as insolvency or unavailability, D2 will bear the full \$100,000 loss. The plaintiff will be fully compensated for \$100,000, and it is the responsibility of the defendants to apportion the loss fairly between them.

The descriptions that follow are abridged from pages 9-11 of the Law Commission of Ontario's report. These are some of the key alternatives to the status quo.

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<sup>2</sup> Ibid. Page 7.

## 1. Proportionate Liability

### a) Full Proportionate Liability

A system of full proportionate liability limits the liability of each co-defendant to the proportion of the loss for which he or she was found to be responsible. Per the above example, (in which Defendant 1 (D1) is responsible for 70% of loss, Defendant 2 (D2) for 20% and Defendant 3 (D3) for 10%), under this system, D2 will only be responsible for \$20,000 of the \$100,000 total judgement: equal to 20% of their share of the liability. Likewise, D1 and D3 will be responsible for \$70,000 and \$10,000. If D1 and D3 are unable to pay, the plaintiff will only recover \$20,000 from D2.

### b) Proportionate Liability where Plaintiff is Contributorily Negligent

This option retains joint and several liability when a blameless plaintiff is involved. This option would cancel or adjust the rule where the plaintiff contributed to their loss. As in the first example, suppose the plaintiff (P) contributed to 20% of their \$100,000 loss. D1, D2 and D3 were responsible for 50%, 20% and 10% of the \$100,000. If D1 and D3 are unavailable, P and D2 will each be responsible for their \$20,000 shares. The plaintiff will remain responsible for the \$60,000 shortfall as a result of the absent co-defendants' non-payment (D1 and D3).

### c) Proportionate Liability where Plaintiff is Contributorily Negligent with a Proportionate Reallocation of an Insolvent, Financially Limited or Unavailable Defendant's Share

In this option of proportionate liability, the plaintiff and remaining co-defendants share the risk of a defendant's non-payment. The plaintiff (P) and co-defendants are responsible for any shortfall in proportion to their respective degrees of fault.

Using the above example of the \$100,000 total judgement, with a shortfall payment of \$50,000 from D1 and a shortfall payment \$10,000 from D3, P and D2 must pay for the missing \$60,000. P and D2 have equally-apportioned liability, which causes them to be responsible for half of each shortfall - \$25,000 and \$5,000 from each non-paying defendant. The burden is shared between the plaintiff (if determined to be responsible) and the remaining defendants.

### d) Proportionate Liability with a Peripheral Wrongdoer

Under this option, a defendant will be proportionately liable only if their share of the liability falls below a specified percentage, meaning that liability would be joint and several. Using the above example, if the threshold amount of liability is set at 25%, D2 and D3 would only be responsible for 20% and 10%, regardless of whether they are the only available or named defendants. However, D1 may be liable for 100% if it is the only available or named defendant. This system tends to favour defendants responsible for a small portion of the loss, but the determination of the threshold amount between joint and several liability and proportionate liability is arbitrary.

### e) Proportionate Liability with a Reallocation of Some or All of an Insolvent or Unavailable Defendant's Share

This option reallocates the liability of a non-paying defendant among the remaining defendants in proportion to their respective degrees of fault. The plaintiff's contributory negligence does not

impact the application of this reallocation. Joint and several liability would continue to apply in cases of fraud or where laws were knowingly violated.

#### f) Court Discretion

Similar to the fraud exception in the option above, this option includes giving the courts discretion to apply different forms of liability depending on the case.

For example, if a particular co-defendant's share of the fault was relatively minor the court would have discretion to limit that defendant's liability to an appropriate portion.

### 2. Legislative Cap on Liability

Liability concerns could be addressed by introducing a cap on the amount of damages available for claims for economic loss.

### 3. Hybrid

A number of jurisdictions provide a hybrid system of proportionate liability and caps on damages. Co-defendants are liable for their portion of the damages, but the maximum total amount payable by each co-defendant is capped to a certain limit.

## The Saskatchewan Experience

As referenced earlier in this paper, the Province of Saskatchewan responded with a variety of legislative actions to assist municipalities in the early 2000s. Some of those key developments are listed below which are abridged from "*A Question of Balance: Legislative Responses to Judicial Expansion of Municipal Liability – the Saskatchewan Experience.*" The paper was written by Neil Robertson, QC and was presented to the annual conference of the Association of Municipalities of Ontario in 2013. Two key reforms are noted below.

#### 1. Reforming joint and several liability by introducing modified proportionate liability: "The Contributory Negligence Act" amendments

The *Contributory Negligence Act* retained joint and several liability, but made adjustments in cases where one or more of the defendants is unable to pay its share of the total amount (judgement). Each of the parties at fault, including the plaintiff if contributorily negligent, will still have to pay a share of the judgement based on their degree of fault. However, if one of the defendants is unable to pay, the other defendants who are able to pay are required to pay only their original share and an additional equivalent share of the defaulting party's share.

The change in law allows municipalities to reach out-of-court settlements, based on an estimate of their degree of fault. This allows municipalities to avoid the cost of protracted litigation.

Neil Robertson provided the following example to illustrate how this works in practise:

"...If the owner of a house sues the builder for negligent construction and the municipality, as building authority, for negligent inspection, and all three are found equally at fault, they would each be apportioned 1/3 or 33.3%. Assume the damages are \$100,000. If the builder has no funds, then the municipality would pay only its share (\$33,333) and a 1/3 share of the builder's defaulting share

(1/3 of \$33,333 or \$11,111) for a total of \$44,444 (\$33,333 + \$11,111), instead of the \$66,666 (\$33,333 + \$33,333) it would pay under pure joint and several liability.”

This model will be familiar to municipal leaders in Ontario. In 2014, Ontario’s Attorney General presented this option (called the Saskatchewan Model of Modified Proportionate Liability) for consideration. At the time, over 200 municipal councils supported the adoption of this option along with the “Peripheral Wrongdoer Rule for Road Authorities” which would have seen a municipality never be liable for more than two times its proportion of damages, even if it results in the plaintiff being unable to recover full damages. These two measures, if enacted, would have represented a significant incremental step to address the impact of joint and several to Ontario municipalities.

## **2. Providing for uniform limitation periods while maintaining a separate limitation period for municipalities: “The Limitations Act”**

This act established uniform limitation periods replacing many of the pre-existing limitation periods that had different time periods. The Municipal Acts in Saskatchewan provide a uniform one-year limitation period “from time when the damages were sustained” in absolute terms without a discovery principle which can prolong this period. This helps municipalities to resist “legacy” claims from many years beforehand. This act exempts municipalities from the uniform two-year discoverability limitation period.

Limitation periods set deadlines after which claims cannot be brought as lawsuits in the courts. The legislation intends to balance the opportunity for potential claimants to identify their claims and, if possible, negotiate a settlement out of court before starting legal action with the need for potential defendants to “close the books” on claims from the past.

The reasoning behind these limitations is that public authorities, including municipalities, should not to be punished by the passage of time. Timely notice will promote the timely investigation and disposition of claims in the public interest. After the expiry of a limitation period, municipalities can consider themselves free of the threat of legal action, and continue with financial planning without hurting “the public taxpayer purse”. Municipalities are mandated to balance their budgets and must be able to plan accordingly. Thus, legacy claims can have a very adverse affect on municipal operations.

Here in Ontario, there is a uniform limitations period of two years. Municipalities also benefit from a 10-day notice period which is required for slip and fall cases. More recently, the applicability of this limitation deadline has become variable and subject to judicial discretion. Robertson’s paper notes that in Saskatchewan, courts have accepted the one-year limitations period. A further examination of limitations in Ontario may yield additional benefits and could include the one-year example in Saskatchewan and/or the applicability of the 10-day notice period for slip and fall cases.

### **Other Saskatchewan reforms**

Saskatchewan has also implemented other reforms which include greater protections for building inspections, good faith immunity, duty of repair, no fault insurance, permitting class actions, and limiting nuisance actions. Some of these reforms are specific to Saskatchewan and some of these currently apply in Ontario.

## Insurance Related Reforms

### Government Regulated Insurance Limits

The April 2019 provincial budget included a commitment to increase the catastrophic impairment default benefit limit to \$2 million. Public consultations were led by the Ministry of Finance in September 2019. AMO wrote to the Ministry in support of increasing the limit to \$2 million to ensure more adequate support those who suffer catastrophic impairment.

In 2016, the government lowered this limit as well as third-party liability coverage to \$200,000 from \$1 million. This minimum should also be also be increased to \$2 million to reflect current actual costs. This significant deficiency needs to be addressed.

### Insurance Industry Changes

In 1989 the Ontario Municipal Insurance Exchange (OMEX) was established as a non-profit reciprocal insurance provider for Ontario's municipalities. It ceased operations in 2016 citing, "[a] low pricing environment, combined with the impact of joint & several liability on municipal claim settlements has made it difficult to offer sustainable pricing while still addressing the municipalities' concern about retro assessments."<sup>3</sup> (Retro assessments meant paying additional premiums for retroactive coverage for "long-tail claims" which made municipal budgeting more challenging.)

The demise of OMEX has changed the municipal insurance landscape in Ontario. That joint and several liability is one of the key reasons listed for the collapse of a key municipal insurer should be a cause for significant concern. Fewer choices fuels cost. While there are other successful municipal insurance pools in Ontario, the bulk of the insurance market is dominated by for-profit insurance companies.

Reciprocal non-profit insurers are well represented in other areas across Canada. Municipalities in Saskatchewan, Alberta, British Columbia are all insured by non-profit reciprocals.

The questions for policy makers in Ontario:

Are there any provincial requirements or regulations which could better support the non-profit reciprocal municipal insurance market?

What actions could be taken to better protect municipalities in Ontario in sourcing their insurance needs?

How can we drive down insurance costs to better serve the needs of municipal property taxpayers?

<sup>3</sup> Canadian Underwriter, August 11, 2016 <https://www.canadianunderwriter.ca/insurance/ontario-municipal-insurance-exchange-suspends-underwriting-operations-1004098148/>

## Conclusion

This AMO paper has endeavoured to refresh municipal arguments on the need to find a balance to the issues and challenges presented by joint and several liability. It has endeavoured to illustrate that options exist and offer the reassurance that they can be successfully implemented as other jurisdictions have done.

Finding solutions that work will require provincial and municipal commitment. Working together, we can find a better way that is fair, reasonable, and responsible. It is time to find a reasonable balance.





# WELLINGTON NORTH

SEMPER PORRO

FOR IMMEDIATE RELEASE

DATE January 13, 2022

## Wellington North, ON –MAYOR LENNOX 2021 YEAR IN REVIEW

While COVID-19 has and continues to impact all facets of our lives, Council and staff have navigated very turbulent and, at times, an uncertain regulatory landscape in 2021 while still delivering exceptional service and completing major projects. Major initiatives include:

### Operations:

#### Roads

- Arthur Downtown Revitalization: curb extension/decorative lighting & benches, outdoor gym, Firehall LED sign in, supporting accessibility and pedestrian friendliness in partnership with Province and Arthur BIA

#### Water/Waste Water

- Installation of 93 new water services and 96 new sanitary services in support of development activities in Wellington North

#### Recreation

- Replacing the OPTI-MRS playground and ice surface and piping in the arena in Arthur

#### Finance

- Asset Management Plan Update
- Development Charges Update for 2021/2022

#### Administration/Other

- Volunteer Engagement Program
- Website redevelopment launched in 2022
- New Horizons Seniors Supporting Seniors through technology programs
- Historical tours (cemetery and downtown Mount Forest)

#### Economic Development

- 5 Industrial Land sales (3 in Mount Forest and 2 in Arthur)

#### Fire

- Implementation of new radios and joined the County of Wellington radio system for Fire dispatch
- Executed agreement with Guelph Fire Department for full dispatching services

#### Building/Planning

- Issued 364 building permits with a combined construction value of \$80 million up from an average of 235 annual building permits with a combined construction value of \$30 million
- Building department staff grew to accommodate the increased need by promoting a Building inspector to Deputy Chief Building Official and hiring a new Building Inspector.
- 225 development applications/requests processed up from an average of 141 annually.
- One year pilot with the City of Guelph to provide By-law Enforcement Services.

"2021 was a year of significant achievement for the Township of Wellington North" said Andrew Lennox, Mayor. "Council and staff look forward to providing responsive and timely service in 2022."

For further information contact:

Mayor Lennox

Phone: 519-831-9612



# COUNTY OF WELLINGTON

## COMMITTEE REPORT

**To:** Chair and Members of the Planning Committee  
**From:** Sarah Wilhelm, Manager of Policy Planning  
**Date:** Thursday, January 13, 2022  
**Subject:** County Official Plan Review – Progress Report #5



PLANWELL

### 1.0 Purpose

This progress report for the County Official Plan Review covers the period from May to December 2022.

### 2.0 Progress to Date

We have made progress in the following areas of the municipal comprehensive review (MCR) component of the project:

#### Public Engagement

- June 23, 2021 Public Information Centre on Draft Phase 1 Report – Urban Structure and Municipal Growth Allocations and circulation of Report for comments
- June 29, 2021 Statutory Special Meeting of Council on Official Plan Review
- November 4, 2021 circulation of draft Official Plan Amendment 119 – County Growth Structure
- December 13, 2021 Public Information Centre on Phase 2 Land Needs Assessment
- Ongoing email, telephone and written submissions and inquiries

#### Municipal Consultation

- October 23, 2021 County hosted Technical Resource Team (TRT) meeting comprised of CAOs (or designates) from each Member Municipality, County Planning Director and Planning Managers, and Watson & Associates Economists (Watson). Phase 1 Addendum Report with revised allocations and Phase 2 Land Needs Assessment presented by Watson.
- Member Municipal Councils on request (attended November 3, 2021 Township of Puslinch Council meeting and November 22, 2021 Township of Centre Wellington Committee of the Whole)
- Additional municipal staff and consultant engagement hosted as needed

#### County Planning Committee Reports

PD2021-15	County Official Plan Review – Progress Report #4
PD2021-16	County Official Plan Review – Alternative Intensification Target
PD2021-17	Regionally Significant Economic Development Area
PD2021-19	County Official Plan Review – Information Overview for Special Meeting of Council
PD2021-21	County Official Plan Review – Consultation and Engagement Overview
PD2021-25	County Official Plan Review – OPA 119 County Growth Structure
PD2021-30	County Official Plan Review – Municipal Feedback

### 3.0 Work Plan

The current work plan for the growth management component of the municipal comprehensive review (MCR) is as follows.

	<b>PHASE 1 Urban Structure and Growth Analysis</b>	<b>PHASE 2 Land Needs Assessment</b>	<b>PHASE 3 Settlement Area Boundary Review</b>	
<b>TECHNICAL WORK</b>	<b>Key Topics</b>	Growth Plan alignment Population and employment forecast review Growth allocations by Member Municipality	Residential intensification Housing analysis Employment area conversions Urban community land needs	Work plan under development
	<b>Technical Reports</b>	Phase 1 Urban Structure & Growth Allocations (Watson & Associates) Addendum Report (Q1 2022)	Phase 2 Land Needs Assessment Report (Q1 2022)	TBD
	<b>Public Consultation</b>	Virtual Public Information Centre (June 23, 2021)	Virtual Public Information Centre (December 13, 2021)	TBD
<b>IMPLEMENTATION</b>	<b>Implementing Official Plan Amendments (OPAs)</b>	1. OPA #119 – County Growth Structure	TBD	TBD
	<b>Statutory Consultation</b>	Public Open House (January 31, 2022) Public Meeting (February 10, 2022)	TBD	TBD

### 4.0 Agricultural Policy and Mapping Review

Concurrent with the above work plan, the County will be launching an agricultural policy and mapping review to bring the Official Plan into conformity with the Provincial Policy Statement (2020), Growth Plan for the Greater Golden Horseshoe (2019, as amended) and Greenbelt Plan (2017).

The agricultural policies in the Official Plan need to be updated. In particular, the permitted uses need to be revised to align with current Provincial policy, terminology and guidance documents. The agricultural policy review will begin with a background analysis of agriculture and the agricultural industry in Wellington County, a policy gap analysis and best practices review. New and/or revised

policies will be developed and implemented through future amendments to the text of the Official Plan.

The Province has prepared and released Agricultural Land Base mapping for the Greater Golden Horseshoe Area that was completed through a Land Evaluation and Area Review (LEAR) analysis. The County is required to incorporate the mapping into the Official Plan through the MCR. The mapping is comprised of two components: Prime Agricultural Areas and Candidate Areas. The County's mapping review and refinements of these areas will need to be in accordance with the implementation procedures published by the Province<sup>1</sup>. Mapping changes as a result of this work will be implemented through future amendments to the land use schedules of the Official Plan.

Planning staff have prepared a Request for Proposal (RFP) to retain qualified consultant(s) to help the County comprehensively address the policy and mapping changes that may be needed. Through the completion of this work, consultation with the public, member municipalities and other stakeholders will occur. Staff have released the RFP and expect to have a consultant(s) retained for the project in the first quarter of 2022.

## 5.0 Recommendations

That the report "County Official Plan Review – Progress Report #5" be received for information; and  
That the report be forwarded to Member Municipalities.

Respectfully submitted,



Sarah Wilhelm, MCIP, RPP  
Manager of Policy Planning

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<sup>1</sup> Ontario Ministry of Agriculture, Food and Rural Affairs. 2020. Implementation Procedures for the Agricultural System in Ontario's Greater Golden Horseshoe. Supplementary Direction to A Place to Grow: Growth Plan for the Greater Golden Horseshoe, Publication 856. Toronto, ON.



# COUNTY OF WELLINGTON

## COMMITTEE REPORT

**To:** Chair and Members of the Planning Committee

**From:** Sarah Wilhelm, Manager of Policy Planning

**Date:** Thursday, January 13, 2022

**Subject:** County Official Plan Review – OPA 119 Statutory Public Consultation



PLANWELL

### 1.0 Background

The Draft County Growth Structure Official Plan Amendment (OPA 119) has been circulated for Provincial, Municipal, Indigenous, agency and public comment. Staff have been reviewing the input and will report to Committee following formal public input required under Section 26 of the Planning Act addressed in this report.

In October 2021, County Council authorized staff to hold an open house and Planning Committee to hold a public meeting at the appropriate time (Report PD2021-25). We have scheduled these statutory meetings to be held virtually as follows:

**Public Open House** Monday, January 31, 2022 at 6:30 pm

**Public Meeting** Thursday, February 10, 2022 (time to be determined)

The public meeting will be held as part of the regularly scheduled Planning Committee meeting. As a result, the start time will be confirmed once more details are known about the timing of other agenda items, including Land Division.

Combined notice of the open house and public meeting will be given in accordance with the Planning Act. Staff will exceed these requirements by also providing notice through the project's digital mailing list and website, which reaches an additional 145 contacts and subscribers.

### 2.0 Recommendations

That the report "County Official Plan Review – OPA 119 Statutory Public Consultation" be received for information; and

That the report be forwarded to Member Municipalities.

Respectfully submitted,

Sarah Wilhelm, MCIP, RPP  
Manager of Policy Planning



**COUNTY OF WELLINGTON**  
**NOTICE**  
**Public Open House and Public Meeting**



**TAKE NOTICE** that pursuant to section 26 of the *Planning Act*, R.S.O. 1990, c.P.13 as amended, the County of Wellington will hold an Open House and Public Meeting to discuss proposed Official Plan Amendment (OPA) No.119.

**THE LAND SUBJECT** to the proposed amendment applies to the entire County of Wellington as well as specific areas within the Township of Puslinch.

**THE PURPOSE** and effect of the proposed County OPA No.119 is to revise the Official Plan to define and identify a County Growth Structure as a part of the County's phased municipal comprehensive review. Specific aspects of this amendment apply to lands in the Township of Puslinch and include the identification of a new Regionally Significant Economic Development Study Area and the identification of the historic hamlet of Puslinch. Other consequential amendments to the Official Plan are made to facilitate implementation of the above.

#### Open House and Public Meeting

The Open House will be an informal opportunity to discuss OPA No.119, to ask questions of County Staff and identify additional planning issues that should be considered. The Public Meeting will be an opportunity to make formal submissions to the County of Wellington Planning Committee on proposed OPA No.119. The meetings are scheduled as follows:

OPEN HOUSE		PUBLIC MEETING	
<b>Date:</b>	January 31 <sup>st</sup> , 2022	<b>Date:</b>	February 10 <sup>th</sup> , 2022
<b>Time</b>	6:30 pm	<b>Time</b>	10:30 am
<b>Location</b>	On-line	<b>Location</b>	On-line

#### How to Participate

If you wish to participate in the Open House and/or the Public Meeting please email [planwell@wellington.ca](mailto:planwell@wellington.ca) or call (519) 837-2600 x 2300 to pre-register and obtain more information about how to access the meeting.

#### Written Submissions

Please send any written submissions to the County of Wellington Planning and Development Department by email at [planwell@wellington.ca](mailto:planwell@wellington.ca) or by mail to the attention of Sarah Wilhelm, Manager of Policy Planning to the address below. Please refer to file **No. OP-2020-01-01** when responding.

**IF A PERSON** or public body does not make oral submissions at a public meeting or make written submissions to the County of Wellington before the proposed official plan amendment is adopted, the person or public body is not entitled to appeal the decision of the Council of the County of Wellington to the Ontario Land Tribunal.

**IF A PERSON** or public body does not make oral submissions at a public meeting or make written submissions to the County of Wellington before the proposed official plan amendment is adopted, the person or public body may not be added as a party to the hearing of an appeal before the Ontario Land Tribunal unless, in the opinion of the Tribunal, there are reasonable grounds to add the person or public body as a party.

**IF YOU WISH** to be notified of the adoption of the proposed official plan amendment, or of the refusal of a request to amend the official plan, you must make a written request to Mr. Aldo Salis, Director of the Wellington County Planning and Development Department (address below).

#### ADDITIONAL INFORMATION

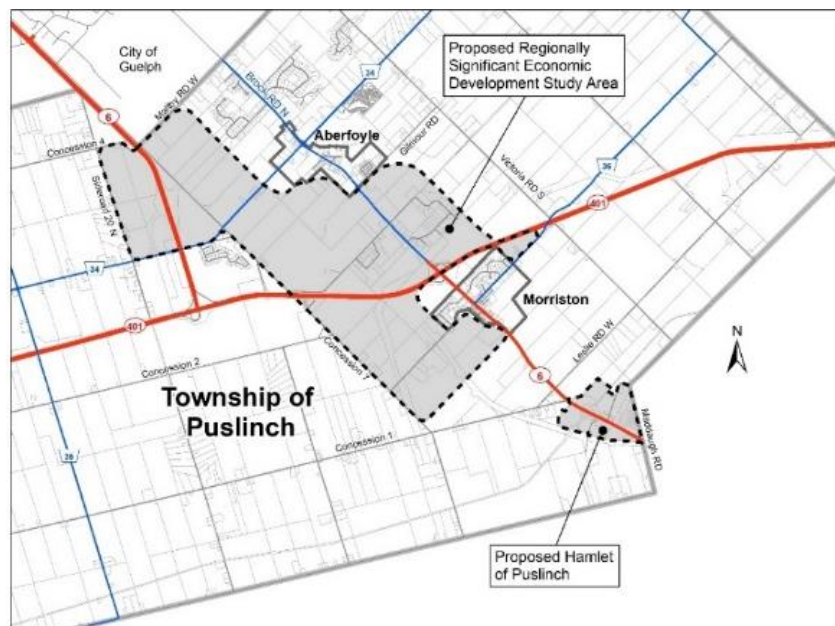
regarding this application is available for review on the County of Wellington website:

[www.wellington.ca/planwell](http://www.wellington.ca/planwell)

County of Wellington Planning and Development Department  
 Administration Centre 74 Woolwich Street, Guelph, ON N1H 3T9

Dated at the City of Guelph  
 This 14<sup>th</sup> day of January 2022

Aldo L. Salis, MCIP, RPP  
 Director, Planning and Development Department  
 County of Wellington



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

**BY-LAW NUMBER 010-22**

**BEING A BY-LAW TO PERMANENTLY CLOSE A PORTION OF A  
ROAD ALLOWANCE KNOWN AS CLYDE STREET SHOWN AS PARTS  
1, 2, 3 AND 4 ON REFERENCE PLAN 61R-22139**

**WHEREAS** it is deemed to be in the best interests of The Corporation of the Township of Wellington North to permanently close a portion of a road allowance abutting 90 South Water Street known as:

Parts 1, 2, 3 and 4 on Reference Plan 61R-22139, known as Clyde Street  
("the lands").

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

1. That portion of the road allowance known as Parts 1, 2, 3 and 4 on Reference Plan 61R-22139, known as Clyde Street Wellington North is hereby permanently closed.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
THIS 24th DAY OF JANUARY, 2022.**

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**ANDREW LENNOX, MAYOR**

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**KARREN WALLACE, CLERK**

# THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

## BY-LAW NUMBER 011-22

### BEING A BY-LAW TO REQUIRE THE CONVEYANCE OF LAND FOR PARK OR OTHER PUBLIC RECREATIONAL PURPOSES, AS A CONDITION OF THE DEVELOPMENT OR REDEVELOPMENT OF LAND IN THE TOWNSHIP OF WELLINGTON NORTH

**WHEREAS** section 42 of the *Planning Act*, R.S.O. 1990, c. P.13, as amended (the "*Planning Act*") provides that the Council of a local municipality may by By-law require that land be conveyed to the municipality for park or other public recreational purposes as a condition of development or redevelopment or the subdivision of lands;

**AND WHEREAS** sections 51.1 and 53 of the *Planning Act* provide that a municipality may require that land be conveyed to the municipality for park or other public recreational purposes as a condition of the subdivision of lands

**AND WHEREAS** sections 42(6) and 51.1(3) of the *Planning Act* provide that the Council of a local municipality may require the payment of money in lieu of accepting a conveyance;

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

**1. Definitions**

- 1.1 **Township** means the Township of Wellington North.
- 1.2 **Agricultural** use has the meaning assigned to it in the Township's Zoning By-law.
- 1.3 **Gross Floor Area** has the meaning assigned to it in the Township's Zoning By-law.
- 1.4 **Council** means the Council of the Township.
- 1.5 **Commercial** use has the meaning assigned to it in the Township's Zoning By-Law.
- 1.6 **Development** means the construction, erection, or placing of one or more buildings or structures on land or the making of an addition or alteration to a building or structure.
- 1.7 **Environmental Features** means land of the natural environment, including but not limited to:
- Significant or otherwise deemed important habitat of endangered species or threatened species;
  - Fish habitat;
  - Wetlands;
  - Life Science Areas of Natural and Scientific Interest;
  - Significant or otherwise deemed important valleylands;
  - Significant or otherwise deemed important woodlands;
  - Significant or otherwise deemed important wildlife habitat;
  - Sand barrens, savannahs and tallgrass prairies;
  - Alvars;
  - Permanent and intermittent streams;
  - Lakes (and their littoral zones);



- Lands designated or zoned for environmental protection;
- Environmentally Significant Discharge Areas and Environmentally Significant Recharge Areas; and
- Regional Recharge Areas.

1.8 **Gross Land Area** for a development or redevelopment application means the total area of all parcels of land on which the proposed development or redevelopment is to occur.

1.9 **Industrial** use has the meaning assigned to it in the Township's Zoning By-Law.

1.10 **Institutional** use has the meaning assigned to it in the Township's Zoning By-Law.

1.11 **Mixed-Use** means the use of land, buildings or structures intended and designed to contain both residential and non-residential uses within the same building or on discrete portions of the same site.

1.12 **Net Land Area** means the Gross Land Area minus the area of any Environmental Features and associated buffers within the Gross Land Area that are to be conveyed to the Township, or other public authority, at no cost.

1.13 **Redevelopment** means the removal of a building or structure from land, the further development of the land, or the substantial renovation of a building or structure and a change in the use or density of the use in connection therewith.

## 2. **Areas and Uses to which this By-law is Applicable**

2.1 This By-law shall apply to all lands within the Township.

## 3. **Parkland Dedication Requirements**

3.1 As a condition of Development or Redevelopment of land anywhere in the Township, the conveyance of land for park purposes shall be required as follows:

### 3.2 **Residential and Institutional Uses**

3.2.1 Residential Development or Redevelopment shall convey parkland at a rate of five percent (5%) of the Net Land Area.

3.2.2 Residential Redevelopments that increase the number of lots shall provide for a dedication based on the number of new lots and the applicable rate set out in the Township's Fees and Charges By-law.

3.2.3 Institutional Development or Redevelopment shall convey parkland at a rate of five percent (5%) of the Net Land Area.

3.2.4 For Redevelopment, addition, expansion, or extension of an existing Institutional Development, and where parkland was previously conveyed or cash-in-lieu of parkland was previously paid, the required conveyance of land shall be determined by applying the rate in Section 3.2.3 prorated proportionally to the additional Gross Floor Area as a percentage of the total Gross Floor Area of the Development.

3.2.5 In the case of the conversion of land originally used for Commercial or Industrial purposes to Residential or Institutional purposes, parkland shall be conveyed as per the applicable rates in Section 3 of this By-law minus any parkland previously conveyed or cash-in-lieu of parkland previously paid.

3.2.6 Notwithstanding Subsection 3.2.4, for an addition, expansion or extension of

an existing Institutional Development that represents less than 50% of the existing Gross Floor Area, no parkland dedication shall be required.

- 3.2.7 In the case of the Development of unopened road allowances, parkland shall be required in accordance with Section 3.2.1, 3.2.2 or 3.2.3, as applicable.

### **3.3 Commercial or Industrial Uses**

- 3.3.1 Commercial or Industrial Development or Redevelopment shall convey parkland at a rate of two percent (2%) of the Net Land Area. For the purposes of this By-law, Agricultural uses shall be considered Industrial uses and shall be subject to the provisions that apply to Industrial uses.

- 3.3.1.1 Notwithstanding Section 3.3.1, where a new Agricultural lot is created, the Township shall require parkland at a rate of two percent (2%) of the Net Land Area, or the applicable rate for new residential lot creation in accordance with the Township's Fees and Charges By-law, whichever is less.

- 3.3.2 For Redevelopment, addition, expansion, or extension of an existing Commercial or Industrial Development, and where parkland was previously conveyed or cash-in-lieu of parkland previously paid, the required conveyance of land shall be determined by applying the rate in Section 3 prorated proportionally to the additional Gross Floor Area as a percentage of the total Gross Floor Area of the Development.

- 3.3.3 In the case of the conversion of land originally used for Residential or Institutional purposes to Commercial or Industrial purposes, parkland shall be conveyed as per Section 3.3 of this By-law minus any parkland previously conveyed or cash-in-lieu previously paid.

- 3.3.4 Notwithstanding Subsection 3.3.2, for additions, expansions or extensions of an existing Commercial or Industrial development that represent less than 50% of the existing Gross Floor Area, no parkland dedication shall be required.

- 3.3.5 In the case of surplus farm dwellings and lot line adjustments where no new lot is created, parkland shall not be required in accordance with Section 3.3.1.

- 3.3.6 In the case of the development of unopened road allowances, parkland shall be required in accordance with Section 3.3.1.

### **3.4 Mixed-Use**

- 3.4.1 In the case of a Mixed-Use Development or Redevelopment, the residential component of the conveyance shall be determined in accordance with Section 3.2 of this By-law. The commercial component of the conveyance shall be determined in accordance with Section 3.3 of this By-law. Both rates will be based on the Net Land Area prorated proportionally to the Gross Floor Area allocated to each use.

## **4. Condition of Land for Conveyance**

- 4.1 Lands conveyed to the Township for park or other recreational purposes shall be conveyed in a condition satisfactory to the Township, free and clear of all encumbrances unless otherwise agreed to by the Township, meeting minimum standards in terms of drainage, grading and site conditions.

- 4.2 The Township will not consider any land that has been or is to be conveyed to the Township for stormwater management facilities, for flood plain or conservation purposes, for highways, roadways, walkways, servicing or

other non-parkland purpose, as contributing towards the required parkland dedication.

4.3 The Township retains the right not to accept the conveyance of any land that is considered by the Township to be unsuitable for park or other public recreation purposes and without restricting the generality of the foregoing, land having any of the following features:

4.3.1 Environmental Features;

4.3.2 Hazardous or flood prone lands;

4.3.3 Steep or unstable slopes;

4.3.4 Where the location and configuration of the lands are constrained or undesirable as determined by the Township;

4.3.5 Any lands having unsuitable or unstable soil conditions;

4.3.6 Utility rights-of-way or easements, including but not limited to hydro, gas, cable and telecommunications;

4.3.7 Lands that are contaminated or are suspected of being contaminated;

4.3.8 Any land containing an easement, encumbrance, or right-of-use that limits or restricts the Township's use of the land; or

4.3.9 Lands that are within or form part of a stormwater management facility.

4.4 Where it has been determined by the Township that the lands to be conveyed have been physically disturbed by the dumping of debris, unconsolidated fill or other refuse, or by stripping the topsoil or by any other means or works, the owner shall be responsible for restoring the land to a condition satisfactory to the Township before the Township accepts such lands.

4.5 Any legal or administrative costs associated with the conveyance of land as per this By-law shall be the responsibility of the transferor.

## **5. Cash-in-Lieu of Parkland**

5.1 At the discretion of the Director of Operations or his/her designate, a payment of money, in lieu of the conveyance of some or all of the land for park purposes referred to in Section 3, may be required equal to the value of the lands otherwise required to be conveyed.

5.2 Without restricting any right of the Township, cash-in-lieu of land for park purposes may be generally considered:

5.2.1 Where there is no land that is either usable or functional on the site for parkland or recreational purposes, as determined by the Township;

5.2.2 Where the required land dedication fails to provide an area of suitable shape, size or location for public parkland, as determined by the Township;

5.2.3 Where the required dedication of land would render the remainder of the site unusable or impractical for development or redevelopment, as determined by the Township;

5.2.4 Where the Township has identified land in a preferred location that

is to be acquired by the Township; or

5.2.5 Where the area being developed or redeveloped is already well served by existing park and recreational facilities, as determined by the Township.

## **6. Previous Parkland Dedication or Cash-in-lieu Payment**

6.1 In determining the amount of land required to be conveyed or the cash-in-lieu equivalent pursuant to Sections 3 and 5, the amount shall be reduced by any previous parkland conveyance or cash-in-lieu payment made to the Township.

6.2 For Residential Development or Redevelopment, including the residential component of Mixed-Use Developments, the amount owing shall be reduced by a percentage equal to the number of lots that existed on the site at the time of previous parkland conveyance or cash-in-lieu payment divided by the number of lots in the new Development or Redevelopment.

6.3 For Institutional, Commercial and Industrial Development or Redevelopment, including components of Mixed-Use Developments, the amount owing shall be reduced by a percentage equal to the Gross Floor Area that existed on the site at the time of previous parkland conveyance or cash-in-lieu payment divided by the Gross Floor Area of the new Development or Redevelopment.

## **7. Valuation**

7.1 Where the payment of cash-in-lieu of parkland conveyance is required, the value of the payment shall be in accordance with the rates set out in the Township's appropriate Fee and Charges By-law. If an owner or applicant wishes to dispute the Township's rate, they may obtain, at their own cost, an appraisal from an accredited real-estate appraiser. The Township may accept the alternate appraisal, require a peer review or further appraisal funded from the fund provided for under subsection 42(15) of the *Planning Act*, or negotiate a mutually acceptable compromise. This section is without prejudice to rights provided under subsection 42(10), 51 and 53 of the *Planning Act*.

7.2 Where an appraisal is obtained of the prevailing value of the land otherwise required to be conveyed under this By-law, then the date of assessment shall be as follows:

(a) Where payment of money in lieu of accepting a conveyance is required as a condition to the approval of a plan of subdivision under s. 51 of the *Planning Act*, the value shall be determined as of the day before the day of the approval of the draft plan of subdivision.

(b) Where the conveyance or cash-in-lieu payment is a condition of a provisional consent under section 53 of the *Planning Act*, the value shall be determined as of the day before the day the provisional consent is given.

(c) In all other cases, the value shall be determined in accordance with subsection 42(6.4) of the *Planning Act*: as of the day before the first building permit is issued in respect of the Development or Redevelopment.

7.3 The rates set out in the Township's Fees and Charges By-law shall be adjusted from time to time, by the Township. Such periodic updates shall occur at intervals not exceeding five years.

## **8. Timing of Payment**

8.1 Title for the land to be conveyed or the payment of cash-in-lieu thereof shall be received by the Township as follows:

(a) Where the Township specifies that the owner's conveyance or cash-in-lieu payment is a condition of approval of a plan of subdivision under section 51 of the *Planning Act*, title or payment shall be received in accordance with the conditions of approval of the plan of subdivision.

(b) Where the conveyance or cash-in-lieu payment is a condition of a provisional consent under section 53 of the *Planning Act*, title or payment shall be received in accordance with the conditions of provisional consent.

(c) In all other cases, title or payment shall be received prior to the issuance of the first building permit in respect of the Development or Redevelopment.

## **9. Exemptions**

9.1 No conveyance of land or payment of cash-in-lieu of such conveyance is required:

9.1.1 In the case of Development or Redevelopment of a building that was accidentally damaged or demolished by fire or other natural causes and where:

9.1.1.1 the building is repaired or replaced and re-occupied before the expiry of two years; and

9.1.1.2 the building continues to be used for the same purpose after it is repaired, replaced or rebuilt; and

9.1.2 In other cases as determined by Council upon the request of the applicant.

9.2 Council may opt to exempt Federal, Provincial or Municipal development from the requirements for parkland dedication.

## **10. Effective Date of Applications**

10.1 The provisions of the By-law shall take effect and will apply in regard to applications which:

10.1.1 have not been deemed complete by the Township, Chief Building Official or the County of Wellington prior to the enactment of this By-law, in the case of consent, subdivision or building permit applications;

10.1.2 have not been given final approval by the Township prior to the enactment of this By-law, in the case of Site Plan applications;

10.1.3 are submitted after the enactment of this By-law; or

10.1.4 without limiting the generality of the foregoing, applications which involve a change from parkland dedication plans described in a development agreement that was executed prior to the passing of this By-law.

10.2 The Township will honour development agreements that were executed prior to the passing of this By-law, with respect to parkland dedication

requirements provided the Development does not change from that which is described in the agreement.

**11. Administration**

11.1 The administration of this By-law and the determination of the application of this By-law shall be made by the Township's Director of Parks and Recreation or his/her designate.

**12. By-law Repeals**

12.1 None

**13. Implementation**

13.1 This By-law shall come into force and effect on the date of its passage.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 24TH DAY OF JANUARY, 2022.**

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**ANDREW LENNOX, MAYOR**

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**KARREN WALLACE, CLERK**

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

**BY-LAW NUMBER 012-22**

**BEING A BY-LAW TO AUTHORIZE THE SALE OF REAL PROPERTY BEING PART LOT 32, CONC 1, BEING PARTS 5 AND 6, 61R-21920 TOWNSHIP OF WELLINGTON NORTH (2495535 ONTARIO INC. BRAD WILSON)**

**WHEREAS** it is deemed to be in the best interests of The Corporation of the Township of Wellington North to convey the following lands:

Pt Lot 32 Con 1 Div 3 Normanby, Pt 6 60R-2397 Lying EAST of Pt 1 61R-10476 save and except Pts 1 & 2, 61R-6639, Pts 1 & 2, 61R-6948, Pt 2, 61R-7988, Pt 1, 61R-9374, Pts 1 & 2, 61R-10178, Pt 1, 61R-10813 & Pt 1, 61R-10824 & Pt 1, 61R-11985; save and except Parts 1 and 3 on 61R-21920 being Part 5 on 61R-21920 in the Township of Wellington North  
PIN: 71072-0140

Part Lot 32, Concession 1, Division 3, Normanby, being Part 6 on 61R-21920 in the Township of Wellington North.  
PIN: 71072-0143 (LT)

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

1. The corporation is authorized to enter into an Agreement of Purchase and Sale agreement with 2495535 Ontario Inc. in the form of the draft attached as Schedule "A" for the sale of the lands.
2. The Mayor and the Clerk are hereby authorized and directed to take such and authorize such documents as in the municipal solicitor's opinion are necessary or advisable to carry out the terms of the said agreement.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
THIS 24TH DAY OF JANUARY, 2022.**

\_\_\_\_\_  
**ANDREW LENNOX, MAYOR**

\_\_\_\_\_  
**KARREN WALLACE, CLERK**

**AGREEMENT OF PURCHASE AND SALE (the "Agreement" or "APS")  
this 11<sup>th</sup> day of January, 2022.**

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

(the "Vendor")

-and-

2495535 ONTARIO INC.

(the "Purchaser")

**WHEREAS** the Vendor is the owner, in fee simple, of the lands and premises described in Schedule "A" (the "Property");

**NOW THEREFORE IN CONSIDERATION** of the mutual covenants and premises in this Agreement, the parties agree as follows:

**SECTION I  
GENERAL**

1. The Purchaser agrees to purchase the Property and the Vendor agrees to sell the Property according to the terms of this Agreement.
2. In consideration of the agreement referred to in the preceding paragraph, the Purchaser shall pay a total Purchase Price of Sixty-six Thousand Seven hundred and Fifty Dollars (\$66,750) to the Vendor. The Purchase Price shall be paid as follows:
  - (a) One Thousand Dollars (\$1,000) is payable by the Purchaser by certified cheque upon execution of this Agreement, to be held on an interest free basis by the Solicitor for the Vendor as a deposit pending completion of this transaction on account of the Purchase Price on completion, or if this Agreement is not completed through no fault of the Purchaser, the deposit shall be returned to the Purchaser; and
  - (b) The balance of the Purchase Price, subject to adjustments, shall be paid to the Vendor on the Completion Date, by certified cheque.

**SECTION II  
PURCHASE OF PROPERTY**

3. Deed
  - (a) The Vendor agrees to deed or transfer the Property to the Purchaser subject to the terms of this Agreement.
4. Completion Date
  - (a) The closing of this transaction shall be March 15, 2022 or such other date as mutually agreed upon (the "Completion Date") at which time possession of the Property in "as is, where is" condition shall be given to the Purchaser other than as provided in this APS. The Vendor acknowledges that it has the right and authority to sell the Property.
5. Council Approval



- (a) This transaction is subject to compliance with Section 270 of the Municipal Act, 2001, S.O. 2001, c. 25 as amended and the approval of the Council of The Corporation of the Township of Wellington North in its sole and absolute discretion by by-law. Council approval shall be obtained on or before the Completion Date, or this agreement will be null and void and the deposit returned without interest or deduction.

6. Documents, Reports and Information

- (a) The Vendor will produce and deliver to the Purchaser within thirty (30) days of the execution of the APS any documents, reports or information in its possession in respect to the Property. The Purchaser agrees to return all of the above documentation to the Vendor if this transaction is not completed.

**SECTION III  
CONDITIONS, REPRESENTATIONS AND WARRANTIES**

7. "As Is" Condition

- (a) The Purchaser acknowledges that it is acquiring the Property in an "as is" condition and that it must satisfy itself within thirty (30) days of the execution of the APS regarding the condition of the Property including, but not limited to, all existing physical conditions of this Property, environmental conditions, fitness for any purpose, suitability for construction, soil bearing capacity for any building proposed, and the availability of municipal services and utilities necessary for the Purchaser's proposed use of the Property. The Purchaser acknowledges that the Vendor shall not be responsible for any physical deficiencies of this Property or for any past, present or future environmental liabilities and hereby waives any claims against the Vendor in respect of any environmental liabilities on this Property. The Purchaser agrees to sign a release and indemnity in favour of the Vendor on or before closing with respect to matters set out in the preceding sentence. If the Purchaser is for any reason whatsoever dissatisfied with the Property, it shall deliver written notice to that effect to the Vendor by no later than the time specified herein, and this Agreement shall be terminated and the deposit shall be returned to the Purchaser without interest or deduction. If the Vendor is notified that the condition of the Property is not satisfactory, then the Purchaser shall, prior to receiving its deposit monies back and prior to being entitled to a full release from the Vendor with respect to this Agreement, restore the Property to its original condition as it existed prior to such testing or inspection by the Purchaser, at the Purchaser's sole expense. If the Purchaser fails to deliver written notice to the Vendor within the time specified herein regarding this condition, this condition shall be deemed to have been waived by the Purchaser.

8. Investigation by the Purchaser

- (a) The Purchaser acknowledges having inspected the Property prior to executing the APS and understands that upon the execution by the parties of this APS, and subject to any conditions herein, there shall be a binding agreement of purchase and sale between the Purchaser and the Vendor. It shall be the Purchaser's responsibility to provide, at its own expense, any soil bearing capacity tests or environmental inspection, as may be required or desired, and the Vendor shall grant the Purchaser access for such testing or inspection at all reasonable times, on reasonable notice, for the purpose of conducting reasonable inspections.

9. Future Use

- (a) The Vendor and the Purchaser agree that there is no condition, express or implied, representation or warranty of any kind that the future intended use of the Property by the Purchaser is or will be lawful except as may be specifically stipulated elsewhere in this Agreement.

10. Development Covenants and Restrictions

- (a) The Property shall be subject to the development covenants and restrictions more particularly set out in Schedule "B" attached to this APS, which shall survive the completion of this transaction and run with the Property. The development covenants and restrictions shall be registered on title by the Vendor and the cost of registration shall be at the expense of the Purchaser. In the event that the said covenants and restrictions are not registered on title to the Property on or before closing, the Purchaser covenants and agrees to consent to the registration of the covenants and restrictions after closing. The Purchaser agrees that it shall not transfer, assign its rights, interests, liabilities and obligations under this Agreement or to the Property without first ensuring that the proposed assignee or transferee has entered into an assumption agreement in a form satisfactory to the Vendor, acting reasonably, requiring the assignee or transferee to be bound by all of the terms and conditions of this Agreement. In the event of such assignment, the Purchaser's rights, interests, liabilities and obligations hereunder is released and discharged from any and all liabilities and obligations arising under and pursuant to this Agreement.

11. Property Not for Resale

- (a) The Purchaser covenants that it is purchasing the Property for the construction of a building and not for resale purposes.

**SECTION IV  
PRIOR TO COMPLETION DATE**

12. Purchaser May Inspect the Property

- (a) The Purchaser, its agents and contractors shall be permitted to inspect the Property and the buildings as frequently as is reasonably necessary between the date of acceptance hereof and the Completion Date at reasonable times and upon reasonable notice to the Vendor.

13. Insurance

- (a) Pending closing, the Vendor shall hold all insurance policies and the proceeds thereof in trust for the parties as their interest may appear and in the event of damage to the Property. The Purchaser may elect to either receive the proceeds of the insurance and complete the purchase or to cancel the APS and have all the deposit monies paid to the Vendor returned together with all interest earned thereon without deduction.

**SECTION V  
COMPLETING THE TRANSACTION**

14. Deed

- (a) The Deed or Transfer of the Property will be prepared at the expense of the Purchaser in a form acceptable to the solicitors for the Purchaser and the Purchaser will pay all Land Transfer Tax, Harmonized Sales Tax, surveying and other costs in connection with the registration of it.

15. Electronic Registration

- (a) The parties agree that the transaction shall be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, c.L.4 as amended. The parties acknowledge and agree that the delivery and release of documents may, at the discretion of the lawyer: a) not occur contemporaneously with the registration of the transfer/deed and other registerable documentation, and b) be subject to conditions whereby the lawyer receiving documents and/or money will be required to hold them in trust and not release them except in accordance with the terms of a written agreement between the lawyers entered into in the form of the Document

Registration Agreement adopted by the Joint LSUC-OBOA Committee on Elective Registration of Title Documents.

16. Survey or Reference Plan

- (a) The parties acknowledge that a Reference Plan shall be registered on title and will be used to provide a registrable description of the Property.

17. Letters and Reports from Officials of the Vendor

- (a) On or before the requisition date, the Vendor agrees to provide to the Purchaser, at the Vendor's expense, letters or reports from the Fire Chief of the Township of Wellington North and the Building and Zoning Department of the Township of Wellington North regarding the status of compliance with all codes, by-laws, rules and regulations with respect to the Property and the buildings located thereon.

18. Examination of Title

- (a) Title to the Property shall be good and marketable and free from all encumbrances except for any service easements or rights-of-way to be reserved in favour of the Vendor and for any easements or rights-of-way registered on title and any minor encroachments shown on the survey or Reference Plan delivered to the Purchaser.
- (b) The Purchaser is allowed ten (10) days from the execution of the APS to examine the title to the Property. If on or before this date the Purchaser furnishes the Vendor in writing with any valid objections: to the title; to any undisclosed outstanding work orders; to undisclosed non-compliance with the municipal by-laws or covenants and restrictions which run with the land and cannot be resolved before the Completion Date; as to any objection of which the Vendor shall be unable to remedy or correct by the Completion Date and which the Purchaser will not waive, then this APS shall, notwithstanding any intermediate acts or negotiations, be terminated and the deposit shall be returned to the Purchaser without deduction and the Vendor and the Purchaser shall not be liable for any costs, damages, compensation or expenses.

19. Vendor to Discharge all Encumbrances

- (a) The Vendor agrees to obtain and register at its own expense, on or before the Completion Date, a discharge of all liens, encumbrances, agreements and mortgages now registered against the Property and not assumed by the Purchaser. The Vendor further covenants and agrees to discharge, on or before the Completion Date, any and all liens, chattel mortgages, assignments or any other security interest given by the Vendor against its personal Property.

20. Adjustments

- (a) The Vendor agrees that all security deposits, if any, held by the Vendor including interest thereon shall be credited to the Purchaser in the Statement of Adjustments prepared for the Completion Date.
- (b) Any rents, mortgage, interest, taxes, local improvements, water and assessment rates shall be apportioned and allowed to the Completion Date, the day itself to be apportioned to the Purchaser.

21. Deliveries by the Vendor To The Purchaser on Closing

- (a) The Vendor covenants and agrees to deliver to the Purchaser on the Completion Date, all such deliveries to be a condition of the Purchaser's obligation to close this transaction, the following:
  - (i) A deed of the Property;
  - (ii) Any survey or reference plan of the Property in the possession of the Vendor;
  - (iii) A Statutory Declaration by an authorized officer of the Vendor stating that accurateness and truthfulness of all of the representations and warranties;

- (iv) A Statutory Declaration by an authorized officer of the Vendor as to possession of the Property in a form acceptable to the solicitors for the Purchaser;
- (v) A Statutory Declaration by an authorized officer of the Vendor that it is not now, and upon completion will not be, a “non-resident person” within the meaning and for the purpose of Section 116 of the Income Tax Act, R.S.C., 1985, c. 1 (5th Supp.) as amended;
- (vi) Certified copies of all appropriate Certificates, By-Laws and other documents of Vendor authorizing the transaction herein; and
- (vii) Such further documentation and assurances as the Purchaser may reasonably require to complete the transaction contemplated by the APS.

22. Harmonized Sales Tax

- (a) The parties hereto acknowledge and agree that the transaction contemplated herein is subject to the Harmonized Sales Tax (HST) under the Excise Tax Act, R.S.C., 1985, c. E-15 (the “Act”) and that the Purchase Price does not include HST. The Vendor shall provide the Purchaser with its HST Business Number. The Purchaser shall pay to the Vendor any HST imposed under the Act payable in connection with the transfer of the Property to the Purchaser, or as it may direct, unless the Purchaser or its nominee, or its assignee, provides:
  - (i) A certificate on or before the Completion Date containing a representation and warranty to the Vendor that:
    - (1) It is registered for the purpose of the HST on the Completion Date and specifying the HST registration number;
    - (2) It will self-assess the HST on its GST/HST return or file the prescribed form pursuant to subsection 228(4) of the Act in connection with the purchase of the Property; and
    - (3) The Property transferred pursuant to this APS is being purchased by the Purchaser, or its nominee or assignee, as principal for its own account and is not being purchased by the Purchaser as agent, trustee or otherwise on behalf of or for another person, and does not constitute a supply of residential complex made to an individual for the purpose of paragraph 221 (2)(b) of the Act.
    - (4) An indemnity, indemnifying and saving harmless the vendor from any HST payable on this transaction and penalty and interest relating to HST; and
    - (5) A notarial true copy of its HST registration confirmation.

**SECTION VI  
MISCELLANEOUS**

23. Entire Agreement

- (a) There is no representation, warranty, collateral agreement or condition affecting this Agreement of the Property other than expressed herein.

24. Tender

- (a) Any tender of documents or moneys hereunder may be made upon the solicitor acting for the party upon whom tender is desired, and it shall be sufficient that a negotiable, certified cheque may be tendered instead of cash.

25. Time of Essence

- (a) Time shall be of the essence of this Agreement.

26. Planning Act

- (a) This Agreement shall be effective only if the provisions of Section 50 of the Planning Act, R.S.O. 1990, c.P.13, as amended are complied with.

27. Notices

- (a) All notices in this Agreement shall be in writing and shall be deemed to have been given if delivered by hand or mailed by ordinary mail, postage prepaid, addressed to the solicitor for the person to whom such notice is intended to be given at the following address:

**Solicitors for the Vendor:**

Kraemer LLP  
ATTENTION: Patrick J. Kraemer  
904 – 50 Queen St. N.  
Kitchener ON N2H 6P4  
Phone: (519) 954-1965  
Fax: (519) 954-1966  
Email: patrick@kraemerllp.com

**Solicitors for the Purchaser:**

Fallis Fallis & Mc Millan  
ATTENTION: Ernie McMillan  
150 Main Street South  
Mount Forest, Ontario N0G 2L0  
Phone: (519) 323-2800  
Fax: (519) 323-4115  
Email address: mcmillan@ffmlaw.ca

If mailed, such notices must also be given by facsimile transmission on the date it was so mailed. If so given, such notices shall be deemed to have been received on the first business day following the date it was delivered or marked mailed out.

28. Successors and Assigns

- (a) The Purchaser shall be permitted to assign all of its right, title and interest in and to this APS with the Vendor's written approval which shall not be unreasonably withheld. Subject to the restrictions in the preceding sentence, the Vendor agrees to engross the Transfer/Deed of Land as directed by the Purchase on the completion Date as the Purchaser may elect, and the Vendor agrees to complete the transaction contemplated by this APS on the Completion Date with such assignee or nominee. The Purchaser is released from all liability hereunder, if it assigns its interest in this APS. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

29. Schedules

- (a) The following Schedules shall form an integral part of this Agreement:
  - (i) Schedule "A" Description of Property
  - (ii) Schedule "B" Development Covenants

30. Acceptance by Fax or Email

- (a) The Purchaser and Vendor acknowledge and agree that the communication of this Agreement of Purchase and Sale may be transmitted by way of facsimile or electronic mail, and that they agree to accept such signatures and documents to be legal and binding upon them.

31. Counterparts

- (a) This agreement may be signed in any number of counterparts, each of which is considered to be an original, and all of which are considered to be the same documents.

32. Severability

- (a) If any provision of this Agreement, or the application thereof to any circumstances, shall be held to be invalid or unenforceable, then the remaining provisions of this Agreement, or the application thereof to other circumstances, shall not be affected, and shall be valid and enforceable.

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

**IN WITNESS WHEREOF** the parties have executed this Agreement.

**The Corporation of the Township of  
Wellington North**

---

Andrew Lennox  
Mayor

---

Karren Wallace  
Director of Legislative Services/Clerk  
We have authority to bind The Corporation  
of the Township of Wellington North.

**2495535 ONTARIO INC.**

Per:

---

Name: Brad Wilson

Title: President

I have authority to bind the Corporation.

**SCHEDULE "A"**  
**LEGAL DESCRIPTION OF LANDS**

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

PART OF:

1. PT LOT 32 CON 1 DIV 3 NORMANBY, PT 6 60R2397 LYING EAST OF PT 1 61R10476 EXCEPT PTS 1 & 2, 61R6639, PTS 1 & 2, 61R6948, PT 2, 61R7988, PT 1, 61R9374, PTS 1 & 2, 61R10178, PT 1, 61R10813 & PT 1, 61R10824 & PT 1, 61R11985; SAVE & EXCEPT PARTS 1 & 3, 61R21920; BEING PART 5 ON 61R21920; TOWNSHIP OF WELLINGTON NORTH

PIN 71072-0140 (LT); and,

2. PART LOT 32, CON 1, DIV 3 NORMANBY, BEING PART 6, 61R21920; TOWNSHIP OF WELLINGTON NORTH

PIN 71072-0143 (LT)

BEING:

PART 5 AND 6, 61R-21920.



**SCHEDULE “B”  
DEVELOPMENT COVENANTS**

1. Title Control

- (a) The owner or owners of the property (the “Owner”) upon which these development covenants attach (the “Property”) covenants and agrees that it may not use the Property for its intended use of small business rental spaces, the owner responsible for service connection fees and development charges and may not retain ownership of the Property unless the Owner has constructed buildings for such use including obtaining a building permit for 6 permanent buildings with a minimum building coverage of 1,500 square feet (One thousand five hundred square feet) each. The Owner further covenants and agrees to commence construction of a permanent building on the Property which complies with the permitted uses of the Property’s zoning within one (1) year of the date the Owner took title to the Property being the date of registration of transfer (the “Completion Date”) and to substantially complete the construction of the said building in conformity with an approved site plan within eighteen (18) months from the Completion Date of this transaction.
- (b) In the event that the Owner has not obtained a building permit in accordance with the provisions of subclause 1.a) above, the Owner may request from The Corporation of the Township of Wellington North (the “Township of Wellington North”), in writing, an extension of the time specified in subclause 1.a) above up to a maximum extension period of six (6) months, (such extension, the “Extended Time”) upon payment by the Owner to the Township of Wellington North of a performance deposit equal to ten (10%) percent of the purchase price of the Property (the “Performance Deposit”). The Performance Deposit shall be refunded to the Owner, without interest, upon the Owner’s compliance with and completion of the provisions of subclause 1.a) above within the Extended Time. In the event that the Owner fails to complete construction within the Extended Time, then the Township of Wellington North shall, in addition to its other rights and remedies as set out herein or otherwise, be entitled to retain the Performance Deposit as liquidated damages and not as a penalty, in partial or full satisfaction of the Township of Wellington North’s damages.
- (c) If the Owner does not comply with the provisions of subclause 1.a) above within the periods therein specifically set out or within the Extended Time, the Owner, will, at the option of the Township of Wellington North by notice in writing to the Owner, re-convey good title to the Property to the Township of Wellington North, free and clear of all encumbrances, in consideration for payment by the Township of Wellington North to the Owner of 90% of the purchase price paid by the Owner to the Township of Wellington North for the conveyance of the Property in the first instance (the “Discounted Consideration”). The re-conveyance shall be completed within sixty (60) days of the notice set out in this subclause. The Township of Wellington North shall be allowed to deduct from the Discounted Consideration all of its reasonable costs, realty commission and legal fees incurred with respect to the original conveyance of the Property by the Township of Wellington North to the Owner, as well as the costs of the Township of Wellington North in re-acquiring the Property, including without limitation, realty commission, registration costs, land transfer tax, legal fees and such other costs as reasonably incurred by the Township of Wellington North. The Township of Wellington North shall not be required to pay for any improvements that may have been made, constructed, installed or performed by the Owner on the Property.
- (d) Subject to subclause 1.c) above, the Owner covenants that it will not sell the Property or any part thereof to any person, firm or corporation without first offering, in writing, to sell the Property to the Township of Wellington North for consideration equal to or less than the consideration paid by the Owner to the Township of Wellington North in the original conveyance of the Property less the costs of the Township of Wellington North incurred in re-acquiring the Property, including without limitation, real estate commission, land transfer tax, registration costs, legal fees and such other costs as reasonably incurred by the Township of Wellington North, provided however that the Owner may sell or transfer the Property to a subsidiary or affiliate corporation as defined

in the Business Corporations Act, R.S.O. 1990, c.B.16 as amended, provided such subsidiary assumes and confirms its acceptance of the within covenants and restrictions and expressly undertakes in writing to comply with them in such form as the Township of Wellington North may require. The Township of Wellington North shall have ninety (90) days from the receipt of an offer made by the Owner under this subclause, to accept such offer which acceptance shall be in writing. If the Township of Wellington North does not accept an offer to sell made by the Owner under the provisions of this subclause, the Township of Wellington North's right to repurchase the Property so offered shall terminate. However, the remaining provisions of this clause 1 as well as other provisions herein shall continue in full force and effect. The limitation contained in this subclause, will expire upon the Owner fulfilling all of the building requirements as set out in subclauses 1.a) and 1.b) above.

## 2. Township of Wellington North Option on Vacant Portion of Land

- (a) The Township of Wellington North shall have the option to repurchase such vacant portion of the Property not used by the Owner for the construction of an initial building thereon provided such land is not reasonably ancillary to the Owner's use and occupation of the said building. The option shall be exercisable by the Township of Wellington North for consideration equal to the per square foot consideration paid by the Owner to the Township of Wellington North in the original conveyance of the Property, less the costs of the Township of Wellington North incurred in re-acquiring the subject portion of the Property, including without limitation, real estate commission, land transfer tax, registration costs, legal fees and such other costs as reasonably incurred by the Township of Wellington North.

## 3. Occupation of Building

- (a) If the Owner or a lessee thereof fails to occupy the building within six (6) months after satisfying the provisions of subclauses 1.a) and 1.b) above with respect to the completion of the building, and for so long as the building remains unoccupied, beginning on the first day following the six (6) month period after satisfying the provisions of subclauses 1.a) and 1.b) above, the Owner shall pay to the Township of Wellington North as liquidated damages, quarterly amounts equal to the difference in Property tax between what is being paid by the Owner as Property tax for the Property when deemed vacant land and what would be paid as Property tax by the Owner for the Property if the building was occupied. If any such payment is not duly remitted by the Owner, interest shall be calculated on the balance owing in the same manner and shall be paid at the same rate to the Township of Wellington North as interest is calculated and paid to the Township of Wellington North on unpaid taxes.
- (b) In the event that the Owner or the Owner's lessee has not occupied the building in accordance with the provisions of subclause 3.a) above, the Owner may request, in writing, that the Township of Wellington North extend the time for occupation of the building for a maximum period of 6 months, which request the Township of Wellington North shall review and may approve in its sole and absolute discretion. Additional Extensions can be granted at the option of the Township of Wellington North, upon written request from the Owner prior to the expiry of any prior extensions granted by the Township of Wellington North.

## 4. Assignment of Covenants

- (a) The Owner acknowledges and agrees that the covenants and restrictions herein shall run with the title to the Property. The Owner, for itself, its successors, heirs, and assigns in title from time to time of all or any part or parts of the Property will observe and comply with the stipulations, restrictions, and provisions herein set forth (the "Restrictions"), and covenants that nothing shall be erected, fixed, placed or done upon the Property or any part thereof in breach or in violation or contrary to the Restrictions or the provisions of the agreement of purchase and sale between the Owner and the Township of Wellington North and that the Owner will require every subsequent purchaser or every successor in title to assume and acknowledge the binding effect of this document, as well as, covenant to observe and comply with the Restrictions and other covenants herein, and the surviving provisions of this Agreement of Purchase and Sale.

5. Force Majeure

- (a) If the Owner shall be unable to fulfill, or shall be delayed or restricted in fulfilling any of the obligations set out herein due to any act or neglect of the Township of Wellington North or any of its employees, or due to strikes, walkouts, lockouts, fire, unusual delay by common carriers, or by any other cause beyond the Owner's reasonable control, then the time for fulfilling any such obligations shall be extended for such reasonable time as may be required by the Owner to fulfill such obligation.

6. Right to Waive

- (a) Notwithstanding anything herein contained, the Township of Wellington North and its successors shall have the power by instrument or instruments in writing from time to time to waive, alter or modify the herein covenants and restrictions with respect to their application to any part of the Property without notice to or approval from the Owner or notice to or approval from the owners of any other adjacent or nearby lands.

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

**BY-LAW NUMBER 013-22**

**BEING A BY-LAW TO AMEND ZONING BY-LAW NUMBER 66-01  
BEING THE ZONING BY-LAW FOR THE TOWNSHIP OF  
WELLINGTON NORTH (2574574 Ontario Inc. Brad Wilson)**

**WHEREAS**, the Council of the Corporation of the Township of Wellington North deems it necessary to amend By-law Number 66-01;

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

1. THAT Schedule "A" Map 2 to By-law 66-01 is amended by changing the zoning on lands described as Block 17 of Draft Plan of Subdivision 23T-18004, Part of Park Lot 4 as shown on Schedule "A" attached to and forming part of this By-law from:  
Holding Medium Density Residential ((H)R2-8) Zone to Medium Density Residential (R2) Zone
2. THAT except as amended by this By-law, the land as shown on the attached Schedule 'A' shall be subject to all applicable regulations of Zoning By-law 66-01, as amended.
3. THAT this By-law shall come into effect upon the final passing thereof pursuant to Section 34(21) and Section 34(22) of The Planning Act, R.S.O., 1990, as amended, or where applicable, pursuant to Sections 34(30) and (31) of the Planning Act, R.S.O., 1990, as amended.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
THIS 29TH DAY OF APRIL, 2021.**

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**ANDREW LENNOX, MAYOR**

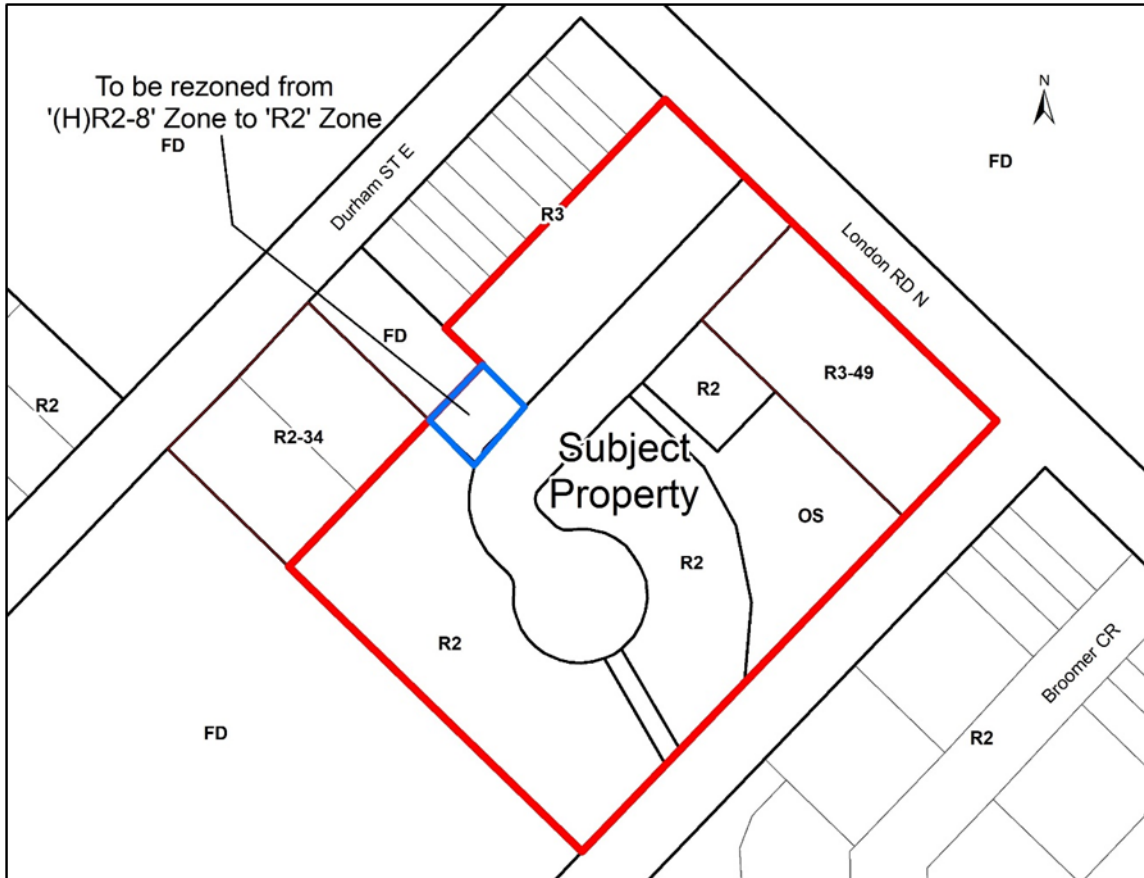
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**KARREN WALLACE, CLERK**

**THE TOWNSHIP OF WELLINGTON NORTH**

**BY-LAW NUMBER 013-22**

**Schedule "A"**



Passed this 24th day of January, 2022.

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**ANDREW LENNOX, MAYOR**

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**KARREN WALLACE, CLERK**

## **EXPLANATORY NOTE**

### **BY-LAW NUMBER 013-22**

#### **THE LOCATION OF THE SUBJECT LANDS**

The property subject to the proposed amendment is legally described as Block 17 of Draft Plan of Subdivision 23T-18004, Part of Park Lot 4, Mount Forest, Township of Wellington North. The subject land is vacant, approximately 0.1 ha (0.24 ac) in size and currently zoned Holding Medium Density Residential ((H)R2-8).

**THE PURPOSE AND EFFECT** of the proposed amendment is to rezone the subject lands from Holding Medium Density Residential ((H)R2-8) to Medium Density Residential (R2) to facilitate construction of a new semi-detached residential dwelling.

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH  
BY-LAW NUMBER 014-22**

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

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

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

1. THAT Section 5, Definitions, is amended by including the following new definitions in alphabetical order:

**“DWELLING, STACKED TOWNHOUSE, 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.**

**TOWNHOUSE, CLUSTER – individual residential dwelling units do not require frontage onto a street. Stacked townhouses shall follow the same provisions as a cluster townhouse.”**

2. THAT Section 5, Definitions – Additional Dwelling Unit (detached), is amended by adding the word **“accessory”** after the words *located in a detached*.
3. THAT Section 5, Definitions – Lot Coverage, is amended by adding a second sentence as follows: **“The area of an outdoor swimming pool, open and unenclosed porches, uncovered decks, balconies and steps shall not be calculated in determining lot coverage.”**
4. THAT Section 6.1.4 c), Accessory Uses, is amended by deleting the words **“open swimming pool or deck shall not be calculated in determining lot coverage.”** after the word *an*.
5. THAT Section 6.27.1, Size of Parking Spaces, is amended by deleting the “table” in its entirety and replacing it with the following table:

Parking Space Type	Minimum Dimensions	
	Width	Length
Angled	<b>2.8 m (9.0 ft)</b>	5.5 m (18 ft)
Parallel	2.7 m (8.8 ft)	6.5 m (21.3ft)
Private Garage (excluding parking garages)	3 m (9.8 ft)	6 m (19.6 ft)

6. THAT Section 6.27.8, Calculation of Parking Regulations, is amended as follows:

- 1/fuel pump island + **1/18m<sup>2</sup> (1/194 ft<sup>2</sup>) of Retail Commercial/Food GFA**

7. THAT Section 6.29.2, Additional Dwelling Unit (Detached), is amended by adding a new

subsection 6.29.2 g) as follows:

**“g) An Additional Dwelling Unit (Detached) shall be located within a 60 m (196.8 ft) of the main residence.”**

8. THAT Section 7.3, Holding Provisions, is amended by deleting the existing text in its entirety and replacing it with the following:

**“Where an H appears as a suffix to a zone symbol on Schedule “A”, such land shall be subject to specific holding provisions unless this By-law has been amended to remove the relevant H symbol.**

**Notwithstanding any other provisions of this By-law, where the Holding (H) provision is in place on a property, permitted uses and buildings are limited to those legally existing as of the date of passing of this By-law until the Holding (H) provision is lifted by Council.**

**In regards to Sections 9.4.2, 10.3.2, 11.3.2, 13.3.2, 16.5.2, 24.3.1 and 24.3.2 the following provisions apply:**

**Council may pass a by-law removing the holding symbol from a lot once it is satisfied that the following matters have been adequately addressed:**

- **Municipal water including sufficient reserve capacity is or will be made available to the land**
- **That the lot can be adequately serviced with a private sewage treatment system**
- **Storm water management issues have been addressed.**

**If related to an exception zone, the conditions under which the specific holding provisions may be removed can be found with Sections 31, 32, 33) of this By-law. Under the Planning Act, Council must give public notice of its intent to remove the H symbol. A public meeting is not required and the decision to remove the H symbol is not subject to appeal procedures.”**

9. THAT Section 8.5.1, Permitted Uses, is amended by deleting the existing text and replacing it with the following:

**PERMITTED USES**

- **A Single detached residential dwelling on a lot**
- **Home Occupation**
- **Hobby Barn, in accordance with Section 8.3**
- **Bed and Breakfast in accordance with Section 6.2**
- **Farming excluding new buildings and structures**
- **Accessory uses, building and structures.**

10. THAT Section 9.4, R1A Holding Zone is deleted.

11. THAT Section 10.3, (H)R1B Holding Zone is deleted.

12. THAT Section 11.3, (H)R1C Holding Zone is deleted.

13. THAT Section 13.2.1.2, R3 Zone, Lot Frontage Minimum, is amended by deleting the numbers/words **"14.0 m (46.0 ft)"** and replacing with **"12.5 m (41 ft)"**.



14. THAT Section 13.2.2.9, Regulations Cluster Townhouse, is amended by deleting the existing text and replacing it with the following:

<b>13.2.2.9</b>	<b>MAXIMUM NUMBER OF ATTACHED UNITS IN A ROW</b>	6
	<b>i. Stacked Townhouses</b>	6 (12 total units)

15. THAT Section 13.3, (H)R3 Holding Zone is deleted.

16. THAT Section 16.5, (H)C1 Holding Zone is deleted.

17. THAT Section 24.3, (H)M1 Holding Zone is deleted.

18. THAT Section 24.3.2, (H)M1 Holding Zone is deleted.

19. THAT Section 31.7, Exception Zone 1- Arthur Village, is amended by deleting the words “**MH-7**” after the words *land zoned* and replacing with “**R1-C**”.

20. THAT Section 31, Exception Zone 1- Arthur Village, is amended by deleting site specific **31.9 – C2-9** Zone in its entirety.

21. THAT Section 31.28, Exception Zone 1- Arthur Village, is amended by deleting subsection e).

22. THAT Section 32, Exception Zone 2- Mount Forest, be amended by deleting site specific **32.20 – C1-20** Zone in its entirety.

23. THAT Section 32, Exception Zone 2- Mount Forest, be amended by changing the exception zone heading from **32.37– (H)IN-37** Zone to **32.37 – IN-37** and deleting subsection d).

24. THAT Section 32, Exception Zone 2- Mount Forest, is amended by the inclusion of the following new exception:

<b>32.60</b> 318-326 Wellington St E	<b>OS-60</b>	Notwithstanding Section 28.2.5, a 3 m (10 ft) exterior side yard setback will be permitted for a utility building.
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25. THAT Section 33, Exception Zone 3- Rural Areas, be amended by deleting site specific **33.16– A-16** Zone in its entirety.

26. THAT Section 33.19, Exception Zone 3- Rural Areas, is amended by deleting the existing text in its entirety and replacing it with the following:

**In addition to the other uses permitted in the Agricultural (A) zone, and notwithstanding any other sections of this by-law to the contrary, the land zoned A-19 shall be permitted a “Security Contracting Business”, including accessory storage, subject to the following regulations:**

**i) The security contracting business may occupy the existing mobile home, but only for the lifetime of the mobile home. After that, the business is only permitted to continue**

in a building.

ii) The use shall be subject to the Home Industry regulations of Section 6.14, except that notwithstanding Section 6.14 e of the by-law, the maximum number of employees, other than the owner, shall be three.

27. THAT Section 33, Exception Zone 3- Rural Areas, be amended by deleting site specific **33.49–A-49** Zone in its entirety.

28. THAT Section 33, Exception Zone 3- Rural Areas, be amended by deleting site specific **33.52–A-52** Zone in its entirety.

29. THAT Section 33 Exception Zone 3- Rural Areas, be amended by changing the exception zone heading from **31.104– A-104** Zone to **33.104 – A-104**.

30. THAT Section 33, Exception Zone 3- Rural Areas, is amended by the inclusion of the following new exception:

<b>33.106</b> 9173 Concession 11	<b>A-106</b>	<b>In addition to the permitted uses of Section 8 of the Agricultural Zone, the land zone A-106, may be permitted a parochial school and accessory uses such as playgrounds, ball diamonds, and parking areas.</b>
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31. THAT Section 33, Exception Zone 3- Rural Areas, is amended by the inclusion of the following new exception:

<b>33.107</b> 8586 Highway 6	<b>A-107</b>	<p><b>In addition to the uses permitted in Section 8.5.1, Reduced Lot Regulations, in the Agricultural Zone, equipment used in the excavating business may be serviced and parked in this zone. In addition to the regulations of Section 8.5.2, the above use shall also be subject to the following regulations:</b></p> <p><b>i. The following accessory buildings shall be permitted:</b></p> <ul style="list-style-type: none"> <li>• Existing accessory building with a floor area of 143 m<sup>2</sup> (1,539 ft<sup>2</sup>)</li> <li>• Two car garage with a floor area of 113.8 m<sup>2</sup> (1,225 ft<sup>2</sup>)</li> <li>• Two bay servicing shop with a floor area of 278.7 m<sup>2</sup> (3,000 ft<sup>2</sup>)</li> </ul> <p><b>ii. Minor storage, excluding the outdoor parking of equipment on-site to be serviced in the shop, shall be permitted as per Section 6.26 of this by-law, except as follows:</b></p> <ul style="list-style-type: none"> <li>• Notwithstanding Section 6.26 (a), outdoor storage shall maintain a setback of at least 3 m (9.8 ft) from the rear property boundary.</li> <li>• Notwithstanding Section 6.26 (b), outdoor storage shall be limited to an area no greater than 464.5 m<sup>2</sup> (5,000 ft<sup>2</sup>).</li> </ul>
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32. THAT Section 33, Exception Zone 3- Rural Areas, is amended by the inclusion of the following new exception:

<b>33.109</b> 8613 Sideroad 13	<b>A-109</b>	<p><b>In addition to the other uses permitted for this property, a temporary, second residential dwelling unit in the form of a garden suite as defined by this By-law is permitted, subject to the following regulations:</b></p> <ul style="list-style-type: none"> <li><b>i. The garden suite shall comply with the regulations of Section 6.12 of this by-law;</b></li> <li><b>ii. That pursuant to Section 39(3) of the Planning Act, R.S.O. 1990, c.P.13 as amended, the garden suite is permitted until April 25, 2024.</b></li> </ul>
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33. THAT Section 33, Exception Zone 3- Rural Areas, is amended by the inclusion of the following new exception:

<b>33.181</b> 7470 Sideroad 8 W	<b>A-181</b>	<p><b>Notwithstanding Section 8.3.1 or any other section of this by-law to the contrary, the barn existing on the day of passing of this by-law may have a maximum floor area of 231.13 m<sup>2</sup> (2,488 ft<sup>2</sup>) for a hobby barn use.</b></p> <p><b>And further no other accessory structures will be permitted on the property without an amendment to this by-law.</b></p>
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34. THAT Schedule "A" Map 1 – Wellington North By-law 66-01 is amended by changing the zoning on the lands described as PT Park Lot 2 N/S Catherine, as shown on Schedule "i" attached to and forming part of this By-law from **Highway Commercial Exception (C2-9) to Future Development (FD)**.

35. THAT Schedule "A" Map 3 – Wellington North By-law 66-01 is amended by changing the zoning on the lands described as Park Lot 1 Church St; Harts Survey Lots 1 to 413; to 15 Pt Lots 5 11 12 & 16, as shown on Schedule "ii" attached to and forming part of this By-law from **Open Space (OS) to Open Space Exception (OS-60)**.

36. THAT Schedule "A" Map 1 – Wellington North By-law 66-01 is amended by changing the zoning on the lands described as Con 12, Pt Lot 13 RP 60R2829; Pt 1 RP 61R6076 Pt 1, as shown on Schedule "iii" attached to and forming part of this By-law from **Agricultural Exception (A-16) to Agricultural (A)**.

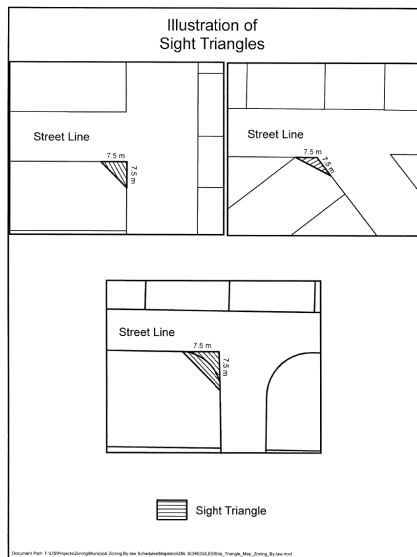
37. THAT Schedule "A" Map 1 – Wellington North By-law 66-01 is amended by changing the zoning on the lands described as Con 12, Pt Lot 13 RP 60R2829; Pt 1 RP 61R6076 Pt 1, as shown on Schedule "iv" attached to and forming part of this By-law from **Agricultural Exception (A-49) to Agricultural (A)**.

38. THAT Schedule "A" Map 1 – Wellington North By-law 66-01 is amended by changing the zoning on the lands described as Con 12 S, Pt Lot 1, as shown on Schedule "v" attached to and forming part of this By-law from **Agricultural Exception (A-52) to Agricultural (A)**.

39. THAT Schedule "A" Map 1 – Wellington North By-law 66-01 is amended by changing the zoning on the lands described as Con 12 S, Pt Lot 1, as shown on Schedule "vi" attached to and forming part of this By-law from **Agricultural (A) to Agricultural Exception (A-106)**.

40. THAT Schedule "A" Map 1 – Wellington North By-law 66-01 is amended by changing the zoning on the lands described as Arthur Con WOSR Pt Divs 3 & 4 of lot 33 RP 61R11576; Pt 1, as shown on Schedule "vii" attached to and forming part of this By-law from **Agricultural (A) to Agricultural Exception (A-107)**.
41. THAT Schedule "A" Map 1 – Wellington North By-law 66-01 is amended by changing the zoning on the lands described as Con 3 S, Pt Lot 13, as shown on Schedule "viii" attached to and forming part of this By-law from **Agricultural (A) to Agricultural Exception (A-109)**.
42. THAT Schedule "A" Map 1 – Wellington North By-law 66-01 is amended by changing the zoning on the lands described as Arthur Con 6, Pt Lot 21 RP 61R20897 Pt 1, as shown on Schedule "ix" attached to and forming part of this By-law from **Agricultural (A) to Agricultural Exception (A-181)**.
43. THAT Schedule "A" Map 1 – Wellington North By-law 66-01 is amended by changing the zoning on the lands described as Div 4 Pt Lot 35 WOSR RP 60R2653 Pt 1, as shown on Schedule "x" attached to and forming part of this By-law from **Agricultural (A) to Agricultural Exception (A-1)**.
44. THAT Schedule "A" Map 1 – Wellington North By-law 66-01 is amended by changing the zoning on lands described as Con 12, Pt Lot 7 & 8, as shown on Schedule "xi" attached to and forming part of this By-law from **Natural Environment (NE) to Agricultural (A)**.
45. THAT Schedule "A" Map 1 – Wellington North By-law 66-01 is amended by changing the zoning on lands described as Con 5 E, Pt Lot 6, as shown on Schedule "xii" attached to and forming part of this By-law from **Extractive Industrial (EI) to Agricultural (A)**.
46. THAT Schedule "A" Map 1 – Wellington North By-law 66-01 is amended by changing the zoning on lands described as Con1 E, Pt Lot 32 RP 60R2546 Pt 1, as shown on Schedule "xiii" attached to and forming part of this By-law from **Agricultural Exception (A-19) to Natural Environment (NE) and Natural Environment (NE) to Agricultural Exception (A-19)**.
47. THAT Schedule "A" Map 1 – Wellington North By-law 66-01 is amended by changing the zoning on lands described as Arthur WOSR Div 3 & 4, Pt Lot 3 RP 60R3155 Pt 2, as shown on Schedule "xiv" attached to and forming part of this By-law from **Agricultural (A) to Agricultural Commercial (AC)**.
48. THAT Schedule "A" Map 2 – Arthur By-law 66-01 is amended by changing the zoning on lands described as Arthur Village Survey Crown Pt Park Lot 4 RP 60R3168 Pt 1, as shown on Schedule "xv" attached to and forming part of this By-law from **Open Space (OS) to Medium Density Residential (R2) and Open Space (OS) to High Density Residential (R3)**.
49. THAT Schedule "A" Map 2 – Arthur By-law 66-01 is amended by changing the zoning on lands described as Survey Crown Pt Park Lot 2, N/S Catherine St RP 61R20152 Pts 1 & 2, as shown on Schedule "xvi" attached to and forming part of this By-law from **Holding High Density Residential ((H)R3) to Medium Density Residential (R2) and Holding High Density Residential Exception ((H)R3-33) to Medium Density Residential (R2)**.

50. THAT Schedule "A" Map 2 – Arthur By-law 66-01 is amended by changing the zoning on lands described as Pt Park Lot 8, as shown on Schedule "xvii" attached to and forming part of this By-law from **Mobile Home Exception (MH-7) to Low Density Residential (R1-C)**.
51. THAT Schedule "A" Map 3 – Mount Forest By-law 66-01 is amended by changing the zoning on lands described as Macdonald's Survey Pt Park Lots I and H RP 60R3375 Pt 1 RP 60R2535 Pt 1, as shown on Schedule "xviii" attached to and forming part of this By-law from **Medium Density Residential (R2) to Holding Medium Density ((H)R2)**.
52. THAT Appendix A – Illustrations of Definitions and Provisions, is amended by adding the following:



53. THAT except as amended by this By-law, the land as shown on the attached Schedules shall be subject to all applicable regulations of the Township of Wellington North Zoning By-law 66-01, as amended.
54. THAT upon enactment of this Township Comprehensive Zoning Bylaw Housekeeping Amendment by Council, site specific Zoning By-law Amendment and Minor Variance applications will continue to be received, processed and considered by Council and the Committee of Adjustment.

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

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
THIS 24th DAY OF JANUARY, 2022**

\_\_\_\_\_  
**ANDREW LENNOX, MAYOR**

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**KARREN WALLACE, CLERK**

**THE TOWNSHIP OF WELLINGTON NORTH**

**BY-LAW NO. 014-22**

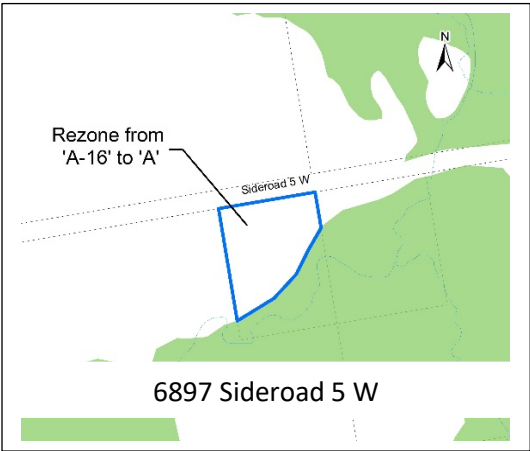
Schedule "i"



Schedule "ii"



Schedule "iii"



Schedule "iv"



Passed this 24th day of January 2022.

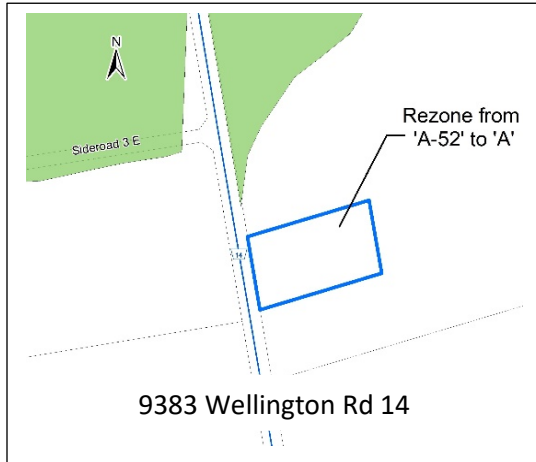
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**ANDREW LENNOX, MAYOR**

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**KARREN WALLACE, CLERK**

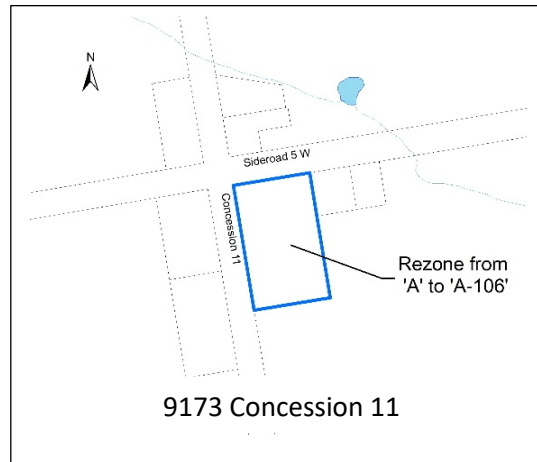
# THE TOWNSHIP OF WELLINGTON NORTH

## BY-LAW NO. 014-22

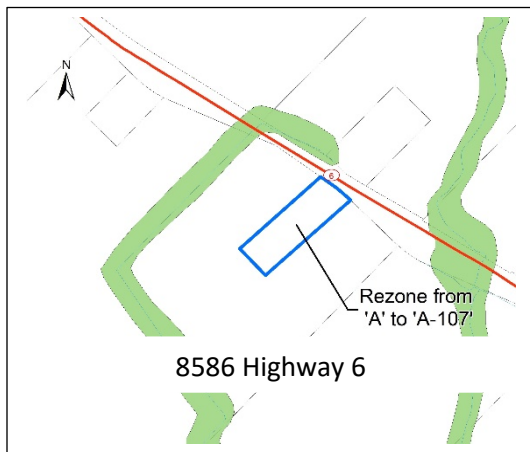
Schedule "v"



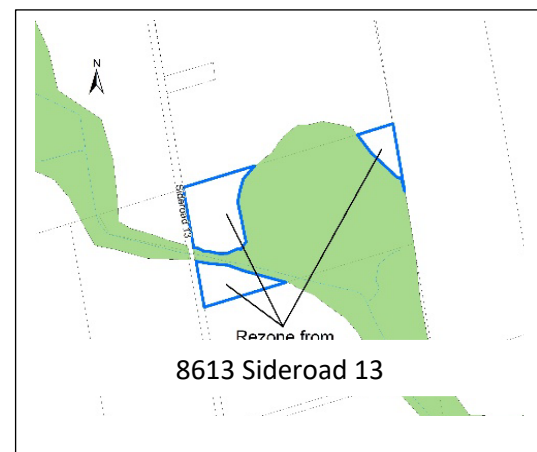
Schedule "vi"



Schedule "vii"



Schedule "viii"



Passed this 24th day of January 2022.

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**ANDREW LENNOX, MAYOR**

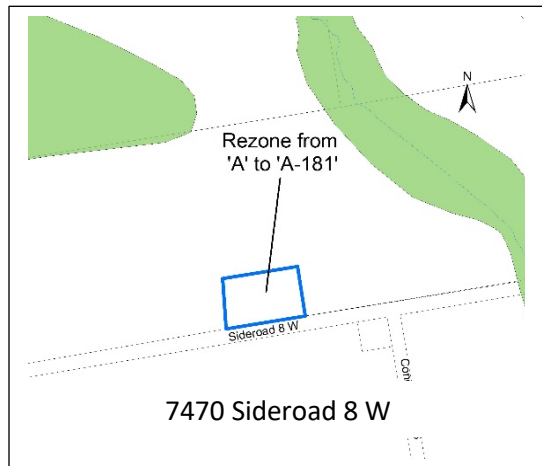
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**KARREN WALLACE, CLERK**



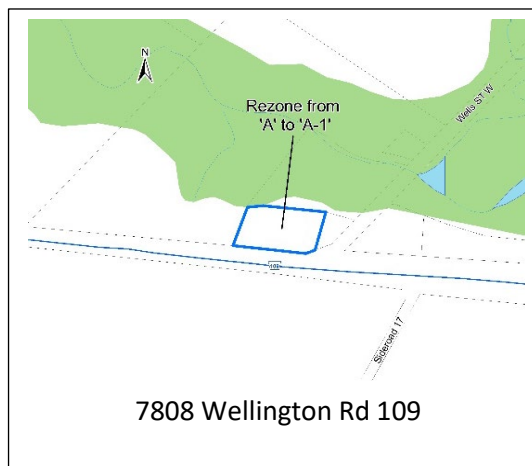
# THE TOWNSHIP OF WELLINGTON NORTH

## BY-LAW NO. 014-22

Schedule "ix"



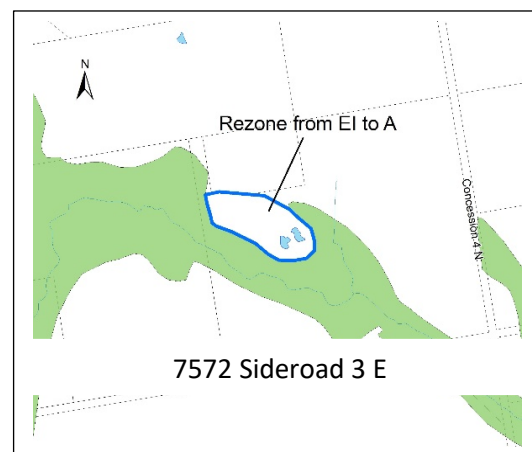
Schedule "x"



Schedule "xi"



Schedule "xii"



Passed this 24th day of January 2022.

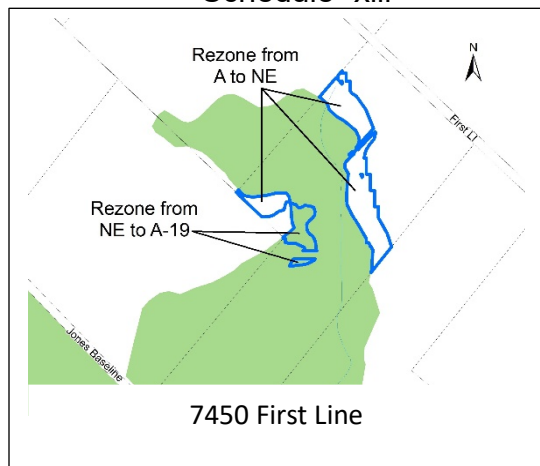
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**ANDREW LENNOX, MAYOR**

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**KARREN WALLACE, CLERK**

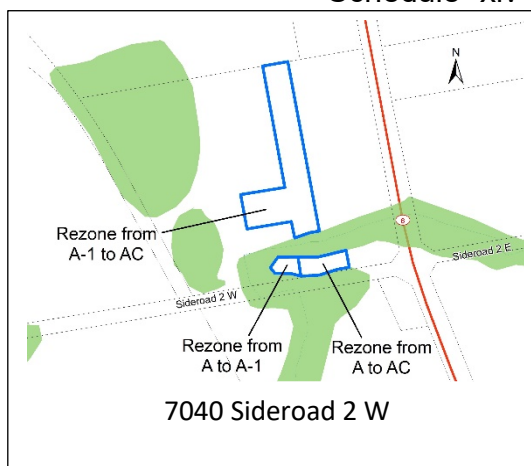
# THE TOWNSHIP OF WELLINGTON NORTH

## BY-LAW NO. 014-22

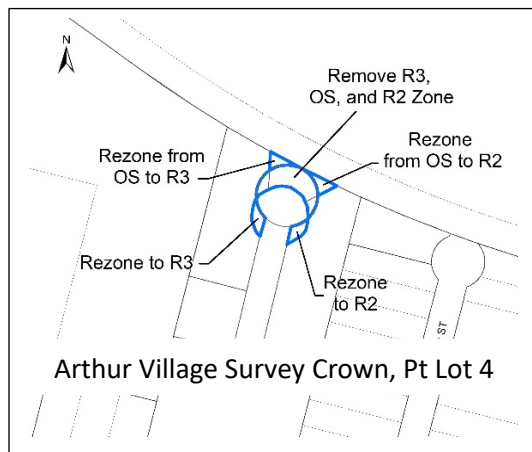
Schedule "xiii"



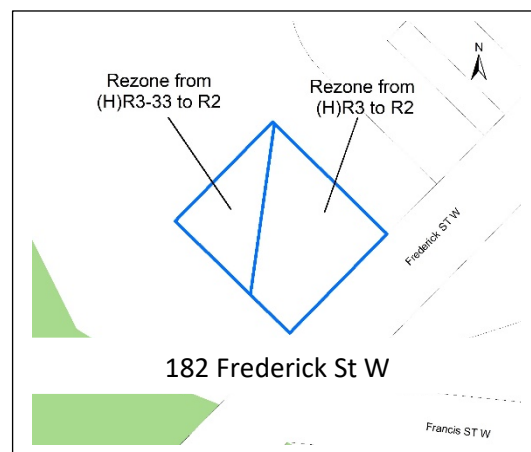
Schedule "xiv"



Schedule "xv"



Schedule "xvi"



Passed this 24 day of January 2022.

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**ANDREW LENNOX, MAYOR**

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**KARREN WALLACE, CLERK**

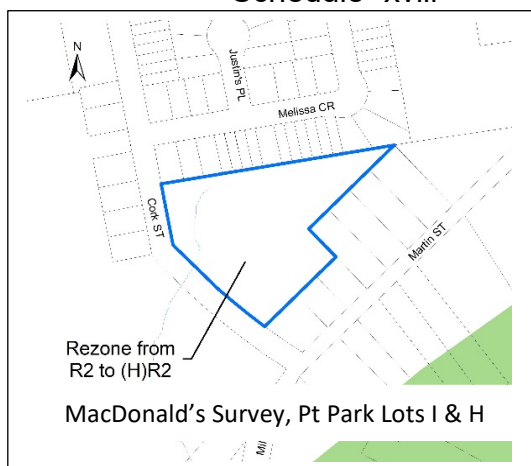
# THE TOWNSHIP OF WELLINGTON NORTH

## BY-LAW NUMBER 014-22

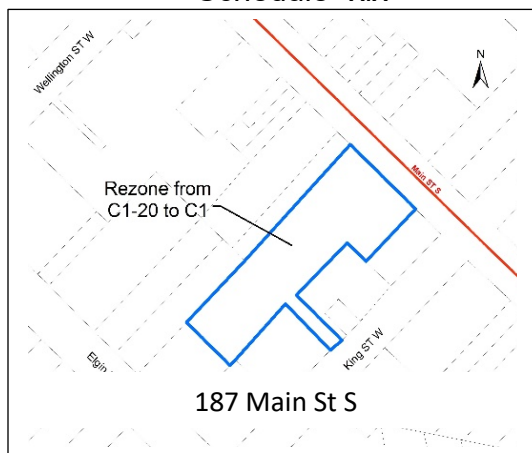
Schedule "xvii"



Schedule "xviii"



Schedule "xix"



Passed this 24th day of January 2022.

\_\_\_\_\_  
**ANDREW LENNOX, MAYOR**

\_\_\_\_\_  
**KARREN WALLACE, CLERK**

## EXPLANATORY NOTE

### BY-LAW NUMBER 014-22

**THE PURPOSE AND EFFECT OF THE ZONING BY-LAW AMENDMENT** is to provide for “housekeeping” changes to the Comprehensive Zoning By-law as itemized below:

- i) General typographical and mapping corrections.
- ii) Add and update definitions, including clarifying the definition of stacked townhouse.
- iii) Remove and/or amend site specific exemptions for expired garden suites, redundant restrictions and general adjustments.
- iv) Removal of redundant Holding provisions in various zones and added a blanked Holding provision under Section 7.3



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

### CULTURAL MOMENT FOR JANUARY CELEBRATES ROBERT & MARY SCOTT

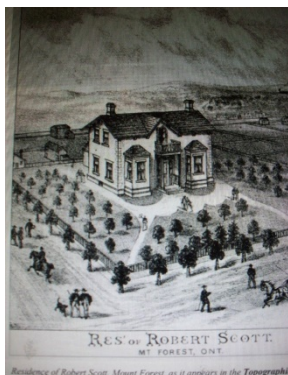
Robert Scott was born in Ayrshire, Scotland in 1832 and immigrated to Canada in 1854 with his brother James after receiving a sizable inheritance. Robert and James purchased land in Proton and began farming and like most young men, they procured work off the farm during the off seasons of planting and harvest. They were both instrumental in completing roads from Mount Forest (Hwy 89) west to Clifford (County Road 1) and as well from Proton to Clifford.

After returning from a trip to Scotland in 1859, Robert brought with him a team of horses, wagon and harness and was hauling dry goods, hardware, and clothing from Guelph to Mount Forest. James opened a dry goods store. In 1865, Robert married Mary Ann Reid and shortly after formed the R. Scott & Co with his brother-in-law. They built a grocery store, creamery, icehouse and women's and men's department store all on the north end of Mount Forest. In 1875-76, Robert and Mary built a two-storey red brick house on the corner of Queen and John Streets where he could oversee his many businesses. The house added an addition along John Street as well as an *Italianate* tower at the Queen Street entrance as their family grew to include five children.



Photo taken, Jan 3, 2021

The European tradition of having painted scenes on the walls of homes was only for the rich and affluent. The Scott family commissioned travelling artists to come and paint lavish artwork on mostly the main entrance area. *“Opening the ground floor main door, visitors would have been struck by five unique hand-painted pictures with hand-rendered frames on green plaster. One painting depicts a Mediterranean style landscape with palm trees, mountains and a lake with a single figure and a sailboat. Another shows a landscape with a large villa near a semitropical waterfront. On the facing side of the stairwell are three paintings. The first depicts a rowboat race, with a Union Jack flag in the background; the next a Scotsman, with horse and dog beside a lake; a final painting depicts a cozy lodge with alpine trees on a cliff edge.”*



The actual date of these paintings is unknown but in 1975, fifteen layers of wallpaper were stripped off to expose them. This is one of only two houses in all of Wellington County with this rich cultural heritage. The Scott's are buried in the Mount Forest Cemetery and have left a lasting legacy to the town of Mount Forest.

Submitted by Bonny McDougall Wellington North Cultural Roundtable with information from Wellington County History, Volume 13.

Residence of Robert Scott, Mount Forest as it appears in the Topographical and Historical Atlas of Wellington County 1877.

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

**BY-LAW NUMBER 015-22**

**BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE  
COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF  
WELLINGTON NORTH AT ITS REGULAR MEETING HELD ON  
JANUARY 24, 2022**

**WHEREAS** Section 5 of the Municipal Act, S.O. 2001 c.25 (hereinafter called "the Act") provides that the powers of a Municipal Corporation shall be exercised by its Council;

**AND WHEREAS** Section 5(3) of the Act states, a municipal power, including a municipality's capacity, rights, powers and privileges under Section 9, shall be exercised by by-law, unless the municipality is specifically authorized to do otherwise;

**NOW THEREFORE** the Council of The Corporation of the Township of Wellington North hereby **ENACTS AS FOLLOWS**:

1. The action of the Council of the Corporation of the Township of Wellington North taken at its meeting held on January 24, 2022 in respect of each motion and resolution passed and other action taken by the Council of the Corporation of the Township of Wellington North at its meeting, is hereby adopted and confirmed as if all such proceedings were expressly embodied in this By-law.
2. That the Mayor and the proper officials of the Corporation of the Township of Wellington North are hereby authorized and directed to do all things necessary to give effect to the action of the Council of the Corporation of the Township of Wellington North referred to in the proceeding section hereof.
3. The Mayor and the Clerk are authorized and directed to execute all documents necessary in that behalf and to affix thereto the Seal of the Corporation of the Township of Wellington North.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
THIS 24TH DAY OF JANUARY, 2022.**

\_\_\_\_\_  
**ANDREW LENNOX MAYOR**

\_\_\_\_\_  
**KARREN WALLACE, CLERK**