

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH  
AGENDA OF REGULAR COUNCIL MEETING – FEBRUARY 7, 2022 at 2:00 P.M.  
CLOSED SESSION TO FOLLOW OPEN SESSION  
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/83467153058>

Or join by phone:

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

Webinar ID: 834 6715 3058

**PAGE  
NUMBER**

**CALLING TO ORDER**

**ADOPTION OF THE AGENDA**

Recommendation:

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

**DISCLOSURE OF PECUNIARY INTEREST**

**PRESENTATIONS**

- |  |     |
|--|-----|
| 1. MCR/Official Plan Review  | 001 |
| <ul style="list-style-type: none"><li>• Jamie Cook, Watson &amp; Associates</li><li>• Brad Post, Watson &amp; Associates</li><li>• Sarah Wilhelm, County of Wellington</li></ul> |     |

**RECESS TO MOVE INTO PUBLIC MEETING**

Recommendation:

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

- Harold and Bertha Martin, Minor Variance

**RESUME REGULAR MEETING OF COUNCIL**

Recommendation:

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

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

- |   |     |
|---|-----|
| 1. Regular Meeting of Council, January 24, 2022 | 033 |
|---|-----|

Recommendation:

THAT the minutes of the Regular Meeting of Council held on January 24, 2022 be adopted as circulated.

**BUSINESS ARISING FROM PREVIOUS MEETINGS OF COUNCIL**

**ITEMS FOR CONSIDERATION**

1. MINUTES

- a. Saugeen Valley Conservation Authority, Authority Meeting, December 16, 2021 042

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Saugeen Valley Conservation Authority, Authority Meeting, held on December 16, 2021.

- b. Wellington North Cultural Roundtable Committee, January 20, 2022 049

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Wellington North Cultural Roundtable Committee meeting held on January 20, 2022.

- c. Maitland Valley Conservation Authority, Members Meeting #11-21, December 15, 2021 056

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Maitland Valley Conservation Authority Members Meeting #11-21 held on December 15, 2021.

- d. Grand River Conservation Authority, Summary of the General Membership Meeting – January 28, 2022 062

Recommendation:

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

2. PLANNING

- a. Report DC 2022-003, Consent Application B116-21 Richard Piller 063

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report DC 2022-003 being a report on Consent Application (Severance) B116-21 known as Part Lot 13, Concession 3 in the former Township of Arthur.

AND FURTHER THAT the Council of the Township of Wellington North supports consent application B116-21 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 consistent with By-Law 011-22;
- THAT the owner enter into an agreement apportioning future maintenance costs on the Lehman Municipal Drain; and the owner shall provide a \$500.00 deposit to cover the cost of the re-apportionment of the above mentioned drain;
- THAT driveway access can be provided to the retained lands to the satisfaction of the local municipality; and
- THAT the retained lands be rezoned to restrict residential development to the satisfaction of the local municipality and the County of Wellington Planning and Development Department

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

- b. Report DC 2022-004, Consent Application B3-22 St. John's Evangelical Lutheran Church

069

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report DC 2022-004 being a report on Consent Application (Severance) B3-22 known as Part of Park Lot 1, W/S of Main St and E/S of Foster St, Plan of the Town of Mount Forest.

AND FURTHER THAT Council recommend **deferral** until the applicant can provide further details regarding the proposal for the severed lands and how the site can function accordingly;

AND FURTHER THAT should the Planning & Land Division Committee approve the consent as proposed on application B3-22, the following matters are to be addressed as conditions of approval:

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

- THAT the Owner satisfy the requirements of the Township of Wellington North in reference to parkland dedication consistent with By-Law 011-22;
- THAT servicing can be accommodated on the severed lands to the satisfaction of the local municipality;
- THAT the Owner provide to the satisfaction of the municipality a service cross section (hydro, gas, drinking water, sanitary, storm, telecom, etc.) that works within the 6m driveway entrance;
- THAT driveway access can be provided to the severed lands to the satisfaction of the local municipality;
- THAT zoning compliance is achieved on the severed parcel to the satisfaction of the local municipality and County of Wellington Planning Department;
- THAT the Owner satisfy the local municipality with respect to a traffic impact assessment; and
- THAT the Owner satisfy the municipality related to emergency services access to the property.

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

- c. Report DC 2022-005, Consent Application B4-22 Timothy and Susan Ziegler 075

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report DC 2022-005 being a report on Consent Application (Severance) B4-22 known as Lot 9, E/S Arthur St., Plan Town of Mount Forest.

AND FURTHER THAT the Council of the Township of Wellington North supports consent application B4-22 as presented with the following conditions:

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

- THAT the Owner satisfy the requirements of the Township of Wellington North in reference to parkland dedication consistent with By-Law 011-22;
- THAT servicing can be accommodated on the severed lands to the satisfaction of the local municipality; and
- THAT the Owner satisfy the local municipality with respect to acceptable handling of the Township easement that currently crosses this property.

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.

- d. Report DC 2022-006, Consent Application B6-22 Wagram Corporation 080

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report DC 2022-006 being a report on Consent Application (Lot Line Adjustment) B6-22 known as Part Lot 19, Concession 10 in the former Township of Arthur.

AND FURTHER THAT the Council of the Township of Wellington North supports consent application B6-22 as presented with the following conditions:

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

- e. Town of Grand Valley, Notice of Complete Application & Statutory Public Meeting for a Consent to Sever and Zoning By-law Amendment Applications, BH AGRI Ltd. 241010 Concession Road 2-3 (B01-2022 & Z01-2022) 084A

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the Town of Grand Valley, Notice of Complete Application & Statutory Public Meeting for a Consent to Sever and Zoning By-law Amendment Applications, BH AGRI Ltd. 241010 Concession Road 2-3 (B01-2022 & Z01-2022).

3. ECONOMIC DEVELOPMENT

- a. Report EDO 2022-006 Wellington North Farmers Market 2022 Season 085

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report EDO 2022-006 Wellington North Farmers Market (WNFM) 2022;

AND FURTHER THAT Council approve the WNFM Roles and Responsibilities Agreement with the Victory Church and Community Centre,

AND FURTHER THAT Council direct staff to prepare the necessary temporary road closure permit application for each Saturday from June 25th to Sept. 24th, from 8:30am to noon, for the portion of 320 King St. E at the Fairgrounds entrance in Mount Forest.

4. FINANCE

- a. Vendor Cheque Register Report, January 27, 2022 090

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the Vendor Cheque Register Report dated January 27, 2022.

- b. Report TR2022-001 Being a report on the Ministry of Municipal Affairs and Housing Financial Indicator Template Review 092

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive for information Report TR 2022-001 being a report on the Ministry of Municipal Affairs and Housing Financial Indicator Review.

5. OPERATIONS

- a. Report OPS 2022-006 being a report on the Township's 2021 Drinking Water Systems Annual and Summary Report 107

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North approve Report OPS 2022-006 being a consolidated report on the Township's 2021 drinking water systems annual and summary report;

AND FURTHER THAT the Council directs staff to submit the approved report to the applicable agencies and make the report available to the public.

- b. Report OPS 2022-002 being a report on next steps for the Arthur Water Supply Project 141

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report OPS 2022-002 being a report on next steps for the Arthur Water Supply project;

AND FURTHER THAT Council award the next steps detailed within the report to Well Initiatives Limited at an upset limit of \$50,000 plus applicable taxes;

AND FURTHER THAT Council waive the competitive process detailed within the Township's purchasing and procurement policy for the well driller work associated with this project;

AND FURTHER THAT Council direct staff to increase the budget associated with the Arthur Water Supply project to \$175,000 to fund these next steps, with the additional \$75,000 being funded from the Waterworks Reserve Fund.

- c. Report OPS 2022-005 being a report on a pre-servicing agreement for the Cachet Developments (Arthur) Inc. 144

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report OPS 2022-005 being a report on a pre-servicing agreement for the Cachet Developments (Arthur) Inc.;

AND FURTHER THAT Council authorizes the Mayor and Clerk to sign the by-law to enter into a pre-servicing agreement with Cachet Developments (Arthur) Inc.

## 6. ADMINISTRATION

- a. Report CLK 2022-002 being a report on Dominion Voting Systems (Tabulators for the 2022 municipal election) 146

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report CLK 2022-002 being a report on Dominion Voting Systems (tabulators for the 2022 municipal election);

AND FURTHER THAT Council award this project to Dominion Voting at an estimated cost of \$23,150 plus applicable taxes;

AND FURTHER THAT the Clerk be authorized to sign the agreement with Dominion Voting;

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

- b. Report CLK 2022-003 being a report on Clerk's Department 2021 year end report 151

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive for information Report CLK 2022-003 being a report on Clerk's Department 2021 year end report.

- c. Report CLK 2022-004 being a report on amending Business Licensing By-law 058-16 156

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report CLK 2022-004 being a report on amending Business Licensing By-law 058-16 for information.

- d. Report CLK 2022-005 Being a Report on amending Fees and Charges By-law 117-21 "Schedule C" 158

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report CLK 2022-005 being a report on amending Fees and Charges By-law 117-21 Schedule "C";

AND FURTHER THAT the Mayor and Clerk be authorized to sign the amending by-law.

- e. Report CLK 2022-006 Being a report on amending the Council, Local Board, Committee and Advisory Committee Code of Conduct By-law 018-19 160

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report CLK 2022-006 being a report on amending the Council, Local Board, Committee and Advisory Committee Code of Conduct By-law 018-19

AND FURTHER THAT the Mayor and Clerk be authorized to sign the by-law.

## 7. COUNCIL

- a. Maitland Conservation, memorandum dated January 20, 2022, regarding Member attendance at Authority Meetings 067

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the Maitland Conservation, memorandum dated January 20, 2022, regarding Member attendance at Authority Meetings.



- b. Mount Forest Victory Church, correspondence dated January 25, 2022, regarding seeking reduction in water bill 169

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the Mount Forest Victory Church, correspondence dated January 25, 2022, regarding seeking reduction in water bill.

- c. Grand River Conservation Authority, Report Number GM-01-22-06, dated January 28, 2022 regarding Budget 2022 – Draft #2 171

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the Grand River Conservation Authority, Report Number GM-01-22-06, dated January 28, 2022 regarding Budget 2022 – Draft #2.

- d. County of Wellington
  - i. Planning Committee Report, dated January 13, 2022, regarding County Official Plan Review – Progress Report #5 177

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the County of Wellington Planning Committee Report, dated January 13, 2022, regarding County Official Plan Review – Progress Report #5.

- ii. Planning Committee Report, dated January 13, 2022, regarding County Official Plan Review – OPA 119 Statutory Public Consultation 181

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the Planning Committee Report, dated January 13, 2022, regarding County Official Plan Review – OPA 119 Statutory Public Consultation.

- iii. Roads Committee Report, dated January 13, 2022, regarding Road MAP: Speed Management Guidelines – Community Safety Zones 183

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the Roads Committee Report, dated January 13, 2022, regarding Road MAP: Speed Management Guidelines – Community Safety Zones.

- e. PIN, The People and Information Network, media release dated January 31, 2022 regarding “Our Community On Board” Co-operators supports “On Board” program 210

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the PIN, The People and Information Network, media release dated January 31, 2022 regarding “Our Community On Board” Co-operators supports “On Board” program

- f. 2022 Municipal Election
- Notice of 2022 Municipal and School Board Elections 212
  - Information regarding 2022 Municipal Election Candidate Information Workshop, Thinking of Running For Council? 213

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the Notice of 2022 Municipal and School Board Elections, and the Information regarding 2022 Municipal Election Candidate Information Workshop, Thinking of Running For Council?

- g. Resolution regarding Girl Guides of Canada celebrating World Thinking Day

Recommendation:

WHEREAS Girl Guides of Canada is a member of the World Association of Girl Guides & Girl Scouts (WAGGS) and celebrates World Thinking Day, first celebrated in 1926, that champions issues affecting girls and young women around the world; and

WHEREAS World Thinking Day 2022 will celebrate diversity and inclusion and is a global movement with members from 150 countries, representing diverse cultures and backgrounds; and, AND WHEREAS, Girl Guide Movement has been continuously active in Mount Forest since at least 1920.

NOW THEREFORE, I, Andrew Lennox, Mayor of the Township of Wellington North do hereby proclaim February 22, 2022 as “World Thinking Day” in the Township of Wellington North

#### **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 February 7, 2022 Council agenda, with the exception of those items identified for separate discussion, be approved and the recommendations therein be adopted:

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

#### **NOTICE OF MOTION**

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

Councillor Yake (Ward 1):

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

Councillor Burke (Ward 2):

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

Councillor Hern (Ward 3):

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

Councillor McCabe (Ward 4):

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

Mayor Lennox:

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

**BY-LAWS**

- |   |     |
|---|-----|
| a. By-law Number 016-22 being a by-law to amend By-law 117-21 being a by-law to establish fees and charges for various services provided by the municipality  | 214 |
| b. By-law Number 017-22 being a by-law to authorize the sale of real property being Clyde St. being Part 1 on 61R-22139 PL Mount Forest; Wellington North, PIN: 71075-0014 (LT) (Weerham)                 | 217 |
| c. By-law Number 018-22 being a by-law to authorize the sale of real property being Clyde St. being Part 3 on 61R-22139 PL Mount Forest; Wellington North, PIN: 71075-0014 (LT) (Hare)                    | 227 |
| d. By-law Number 019-22 being a by-law to authorize the sale of real property being Clyde St. being Part 2 on 61R-22139 PL Mount Forest; Wellington North, PIN: 71075-0014 (LT) (Young)                   | 237 |
| e. By-law Number 020-22 being a by-law to authorize the sale of real property being Clyde St. being Part 2 on 61R-22139 PL Mount Forest; Wellington North, PIN: 71075-0014 (LT) (1648308 Ontario Limited) | 247 |
| f. By-law Number 021-22 being a by-law to amend By-law 018-19 being a by-law to establish a Code of Conduct for Members of  | 257 |

Council, Local Board, Committee and Advisory Committee Members  
of the Township of Wellington North

- g. By-law Number 022-22 being a by-law to authorize the execution of a Preservicing Development Agreement between the Corporation of the Township of Wellington North and Cachet Developments (Arthur) Inc. 258

Recommendation:

THAT By-law Number 016-22, 017-22, 018-22, 019-22, 020-22, 021-22, and 022-22 be read a First, Second and Third time and enacted.

### CULTURAL MOMENT

- Celebrating Robert Macdonald 290

### CLOSED MEETING SESSION

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

- (b) personal matters about an identifiable individual, including municipal or local board employees;
- (l) education and training

Recommendation:

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

- (b) personal matters about an identifiable individual, including municipal or local board employees;
- (l) education and training

#### 1. REPORTS

- a. EDO 2022-007 being a report on the 2022 Senior of the Year
- b. Training on municipal website (version not available to the public) Verbal only.

#### 2. REVIEW OF CLOSED SESSION MINUTES

- December 13, 2021 Council Meeting

#### 3. RISE AND REPORT FROM CLOSED MEETING SESSION

Recommendation:

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

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report EDO 2022-007 being a report on the 2022 Senior of the Year;

AND FURTHER THAT Council approve the confidential direction to staff.

Recommendation:  
 THAT the Council of the Corporation of the Township of Wellington North approve the Closed Meeting Minutes of the December 13, 2021 Council Meeting

**CONFIRMING BY-LAW 291**

Recommendation:  
 THAT By-law Number 023-22 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 February 7, 2022 be read a First, Second and Third time and enacted.

**ADJOURNMENT**

Recommendation:  
 THAT the Regular Council meeting of February 7, 2022 be adjourned at \_\_: p.m.

<b>MEETINGS, NOTICES, ANNOUNCEMENTS</b>		
Mount Forest BIA – via video conference	Tuesday, February 8, 2022	8:00 a.m.
Recreation, Parks and Leisure Committee	Tuesday, February 8, 2022	4:00 p.m.
Mount Forest Chamber of Commerce – via video conference	Tuesday, February 8, 2022	7:00 p.m.
Arthur Chamber of Commerce – via video conference	Wednesday, February 9, 2022	5:30 p.m.
Development Charges Public Meeting – via video conference	Thursday, February 10, 2022	2:00 p.m.
Arthur BIA – via video conference	Wednesday, February 16, 2022	7:30 p.m.
Wellington North Cultural Roundtable Committee – via video conference	Thursday, February 17, 2022	12:00 p.m.
Regular Council Meeting – via video conference	Tuesday, February 22, 2022	7:00 p.m.
Regular Council Meeting – via video conference	Monday, March 7, 2022	2:00 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**



 **Watson  
& Associates**  
ECONOMISTS LTD.

# County of Wellington Municipality Comprehensive Review (M.C.R.)

Township of Wellington North Presentation to Council

February 7, 2022



PLANWELL

# Official Plan Update and Municipal Comprehensive Review

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## Overview



# Official Plan Review



PLANWELL<sup>SM</sup>

- Municipal Comprehensive Review (MCR)
- 5-year Review





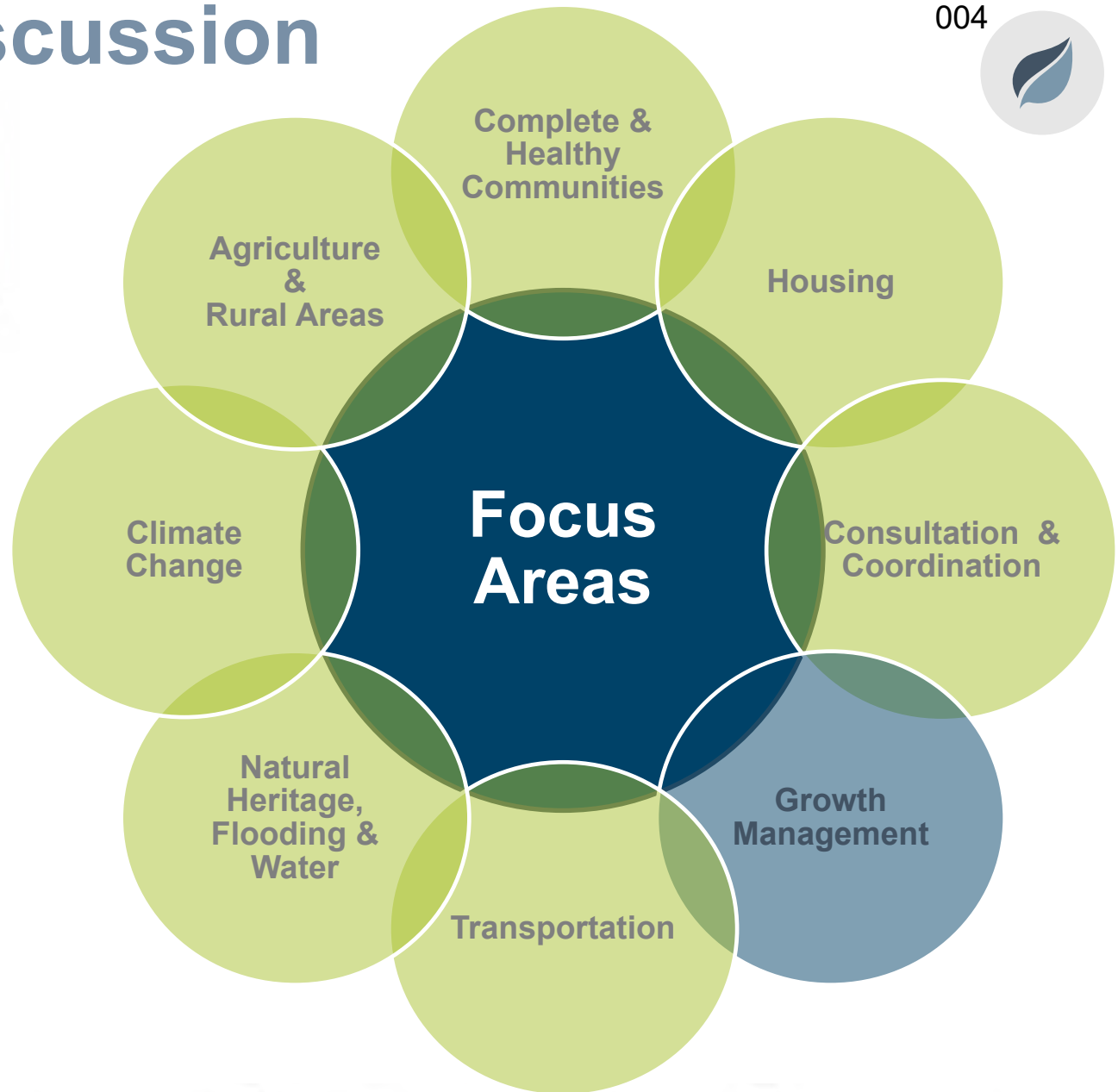
# Today's Discussion

004



PLANWELL<sup>SM</sup>

- Municipal Comprehensive Review (MCR)





# Provincial Drivers of Growth

## The Province

- Sets the legislation and policies for growth
- Assigns *minimum* growth to Wellington to 2051
- Requires County to distribute growth
- Directs where and how growth should occur
- Has final approval authority





# Work Plan

## Phase 1

### Urban Structure & Growth Allocations

- Review by Municipal Staff, County & Watson (Q4 2020 – Q4 2021)
- Public Information Centre (held June 2021)
- Draft Watson Report (June - July 2021 comment period)



**Growth  
Management**

## OP Implementation

### County Growth Structure Official Plan Amendment (OPA)

- Policy and Mapping for part of Watson's Phase 1 work
- County Council Authorization to Proceed (Q4 2021)
- Draft OPA out for comment (Q4 2021)
- Public Open House(s) (January 31, 2022)
- Public Meeting (February 10, 2022)



# Work Plan (continued)

## Phase 2

### Land Needs Assessment

- Review by Municipal Staff, County & Watson (Q2 2021 – present)
- Public Information Centre (held December 2021)
- Release of Watson's Draft Report (Q1 2022)



**Growth  
Management**

## Phase 3

### Settlement Area Boundary Expansion

- 2022 Work Plan and Timing TBD

# Update on Township MCR Recommendations



PLANWELL<sup>™</sup>

1. Policies to Phase Growth
2. Re-designating Future Development Lands
3. Re-designating per Community Growth Plan
4. Adjusting Growth Forecasts
5. Adjusting Urban Boundaries
6. Annexation Lands
7. Alternative Services
8. Dry Industry
9. Treatment of Leachate
10. Public Meetings

# Provincial Policy Context

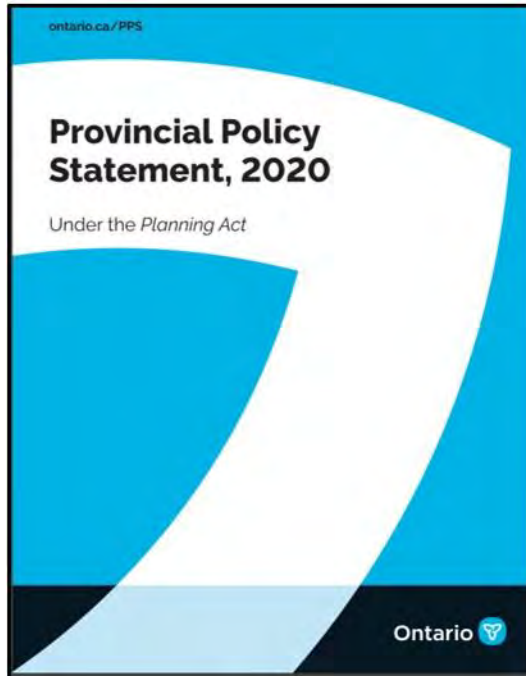
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## Overview

# Policy Context

## Provincial Policy

010



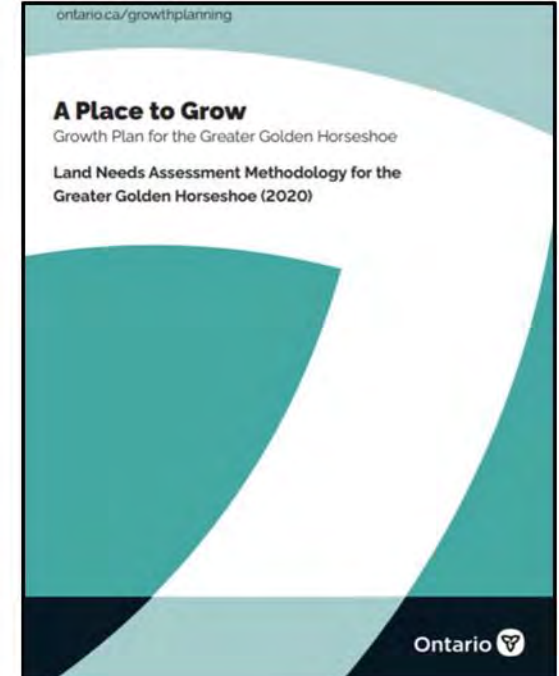
Provincial Policy Statement, 2020.

Updated and effective as of May 2020.



A Place to Grow, Growth Plan, Office Consolidation 2020 (Amendment to Growth Plan, 2019).

Updated and effective as of August 2020.



Land Needs Methodology for the Greater Golden Horseshoe, 2020.

Updated and effective as of August 2020.



# Growth Forecast

## Growth Plan, Office Consolidation 2020

Growth Plan, Schedule 3 Forecast		
County of Wellington	2051	
	Population	Employment
	160,000	70,000



## County of Wellington Growth, 2016 to 2051

+66,400  
population

+22,500  
jobs

**Schedule 3 forecasts are minimums.** 10





# Key Growth Targets

Growth Plan, 2019

- Growth Plan includes policies and targets in managing and directing growth.

## Intensification Target

(Annual housing within  
Built-Up Area)



## Community Lands Greenfield Density Target



## Employment Area Density Target





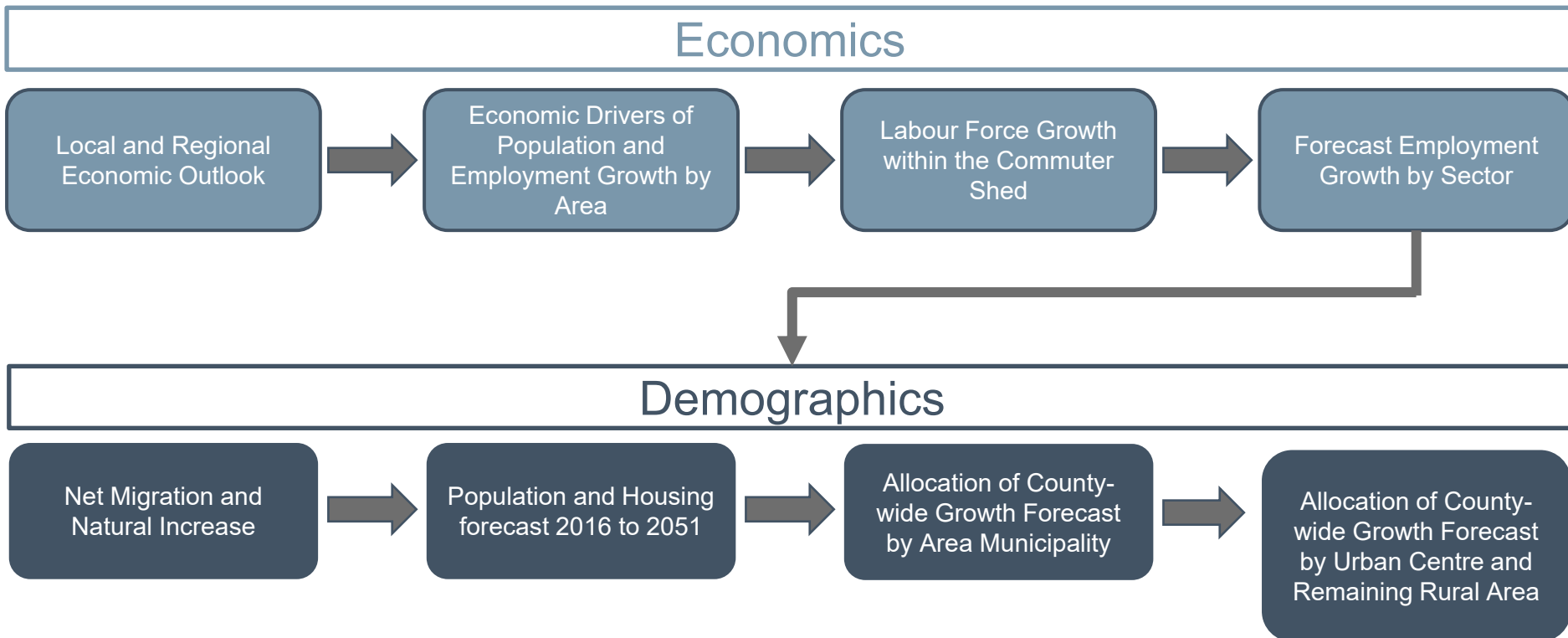
# County of Wellington Growth Forecast & Regional Context

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## Overview



# What Drives Population and Employment Growth?

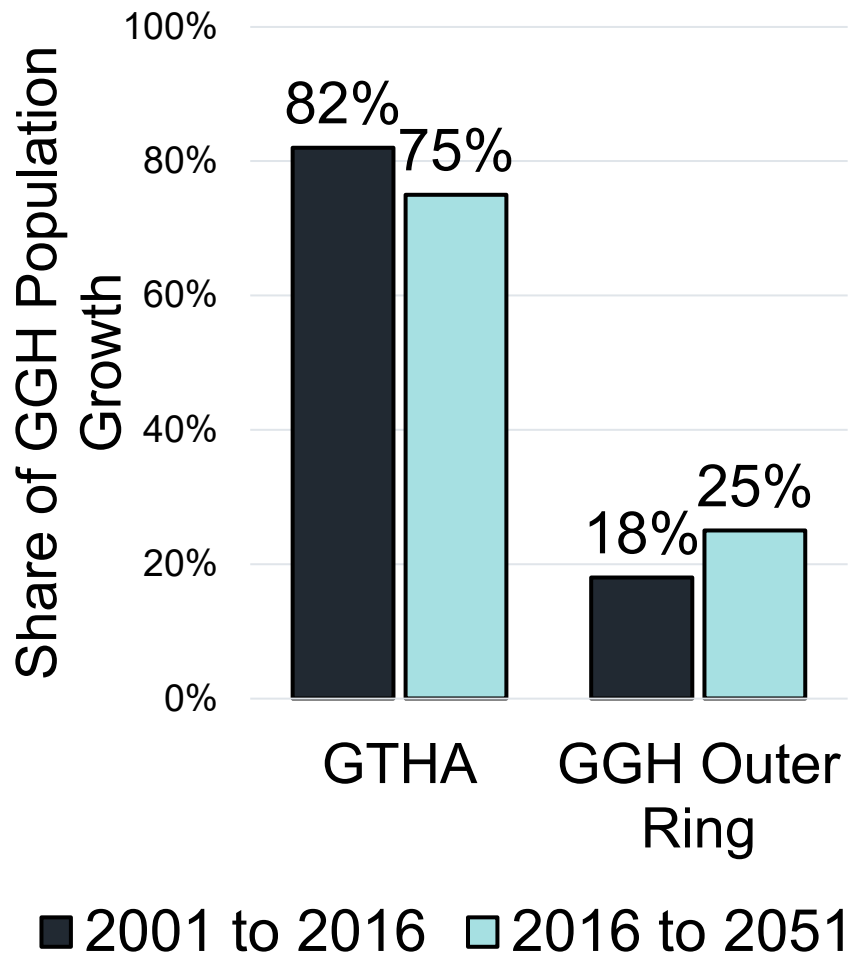




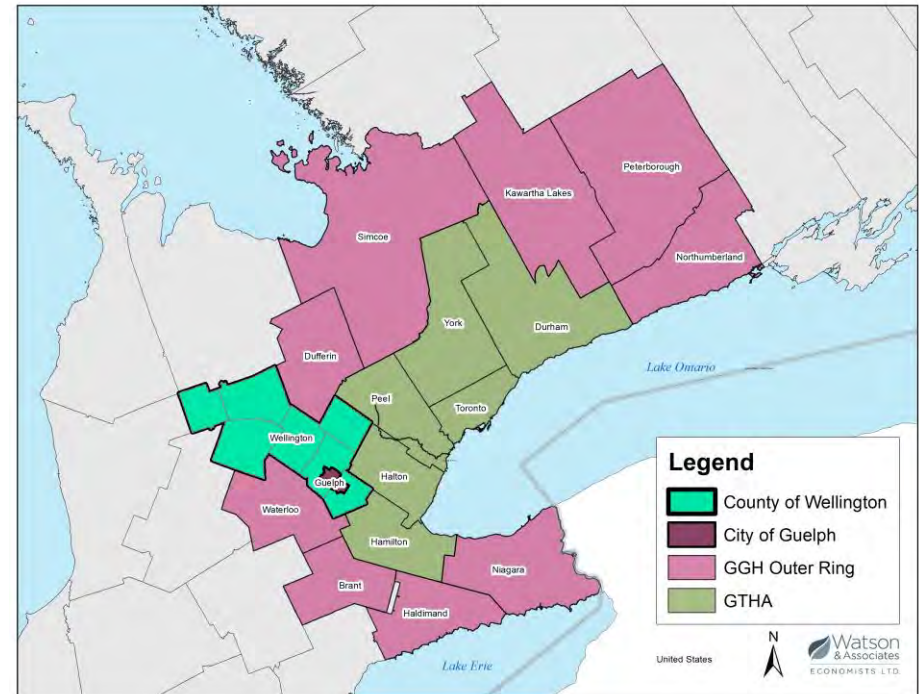
# Regional Context

## Greater Golden Horseshoe Population Growth Shares

Greater Golden Horseshoe  
Share of Population Growth



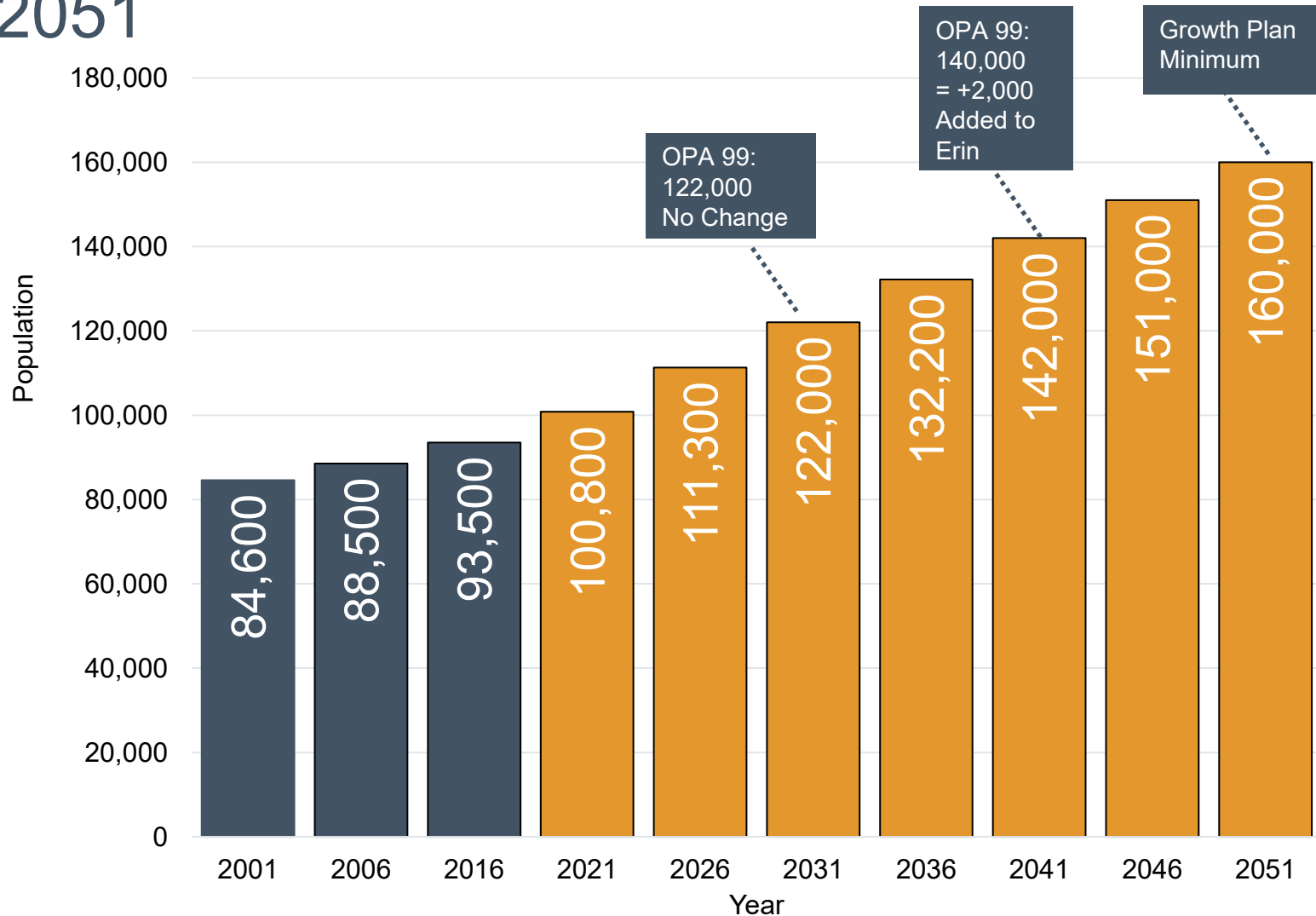
Greater Golden Horseshoe



- G.G.H. Outer Ring is forecast to increase its share of the G.G.H. population growth.



# County-Wide Growth Population Forecast to 2051



Source: 2021 is an estimate (based on Statistics Canada and County of Wellington building permit data) and 2021 to 2051 forecast by Watson & Associates Economists Ltd., 2021.



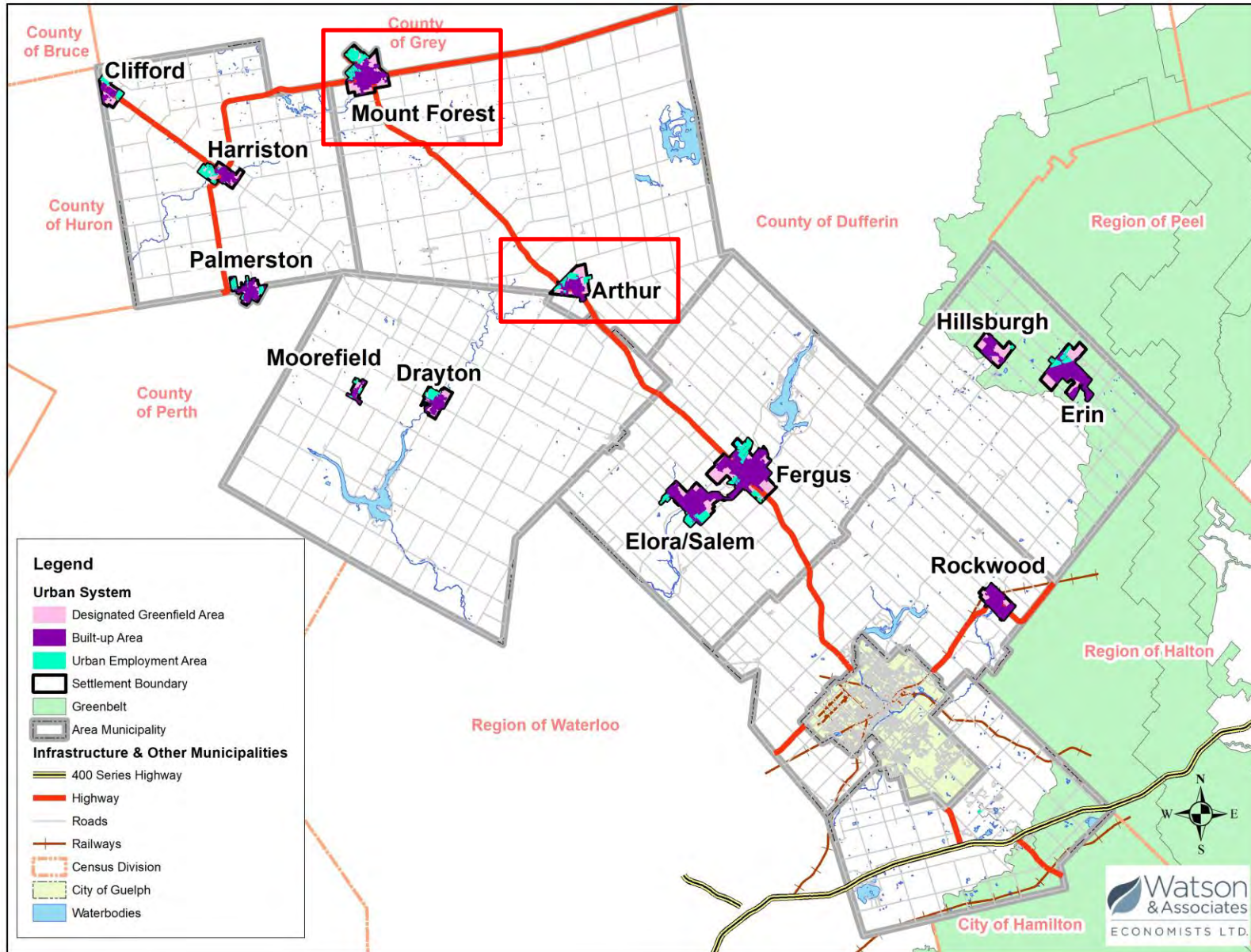
# Growth Forecast Allocations

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## Overview



# Wellington County Urban Centres

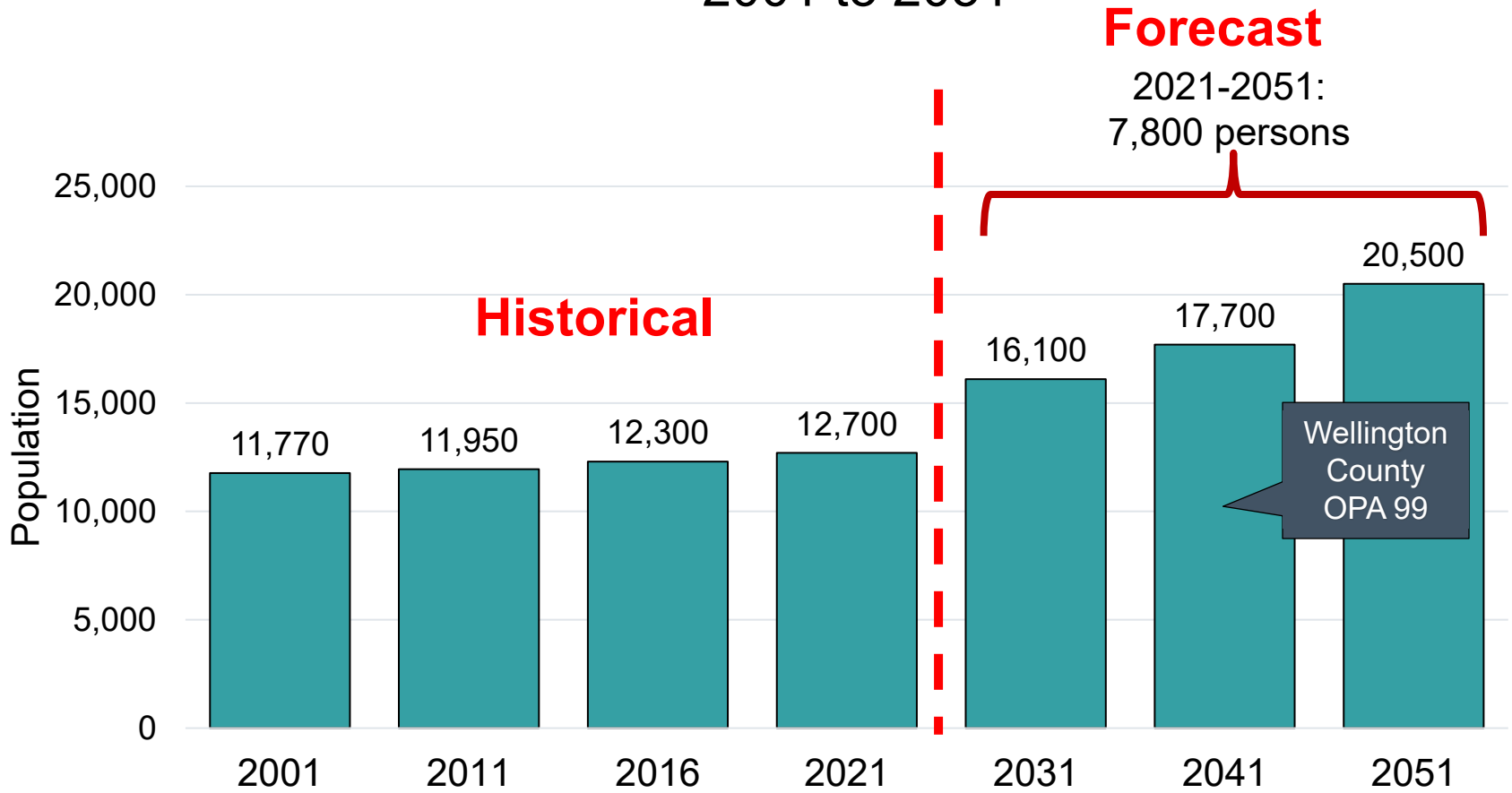


# Wellington North Population Growth Forecast

019



## Wellington North Population Forecast, 2001 to 2051



Note: Includes undercount.

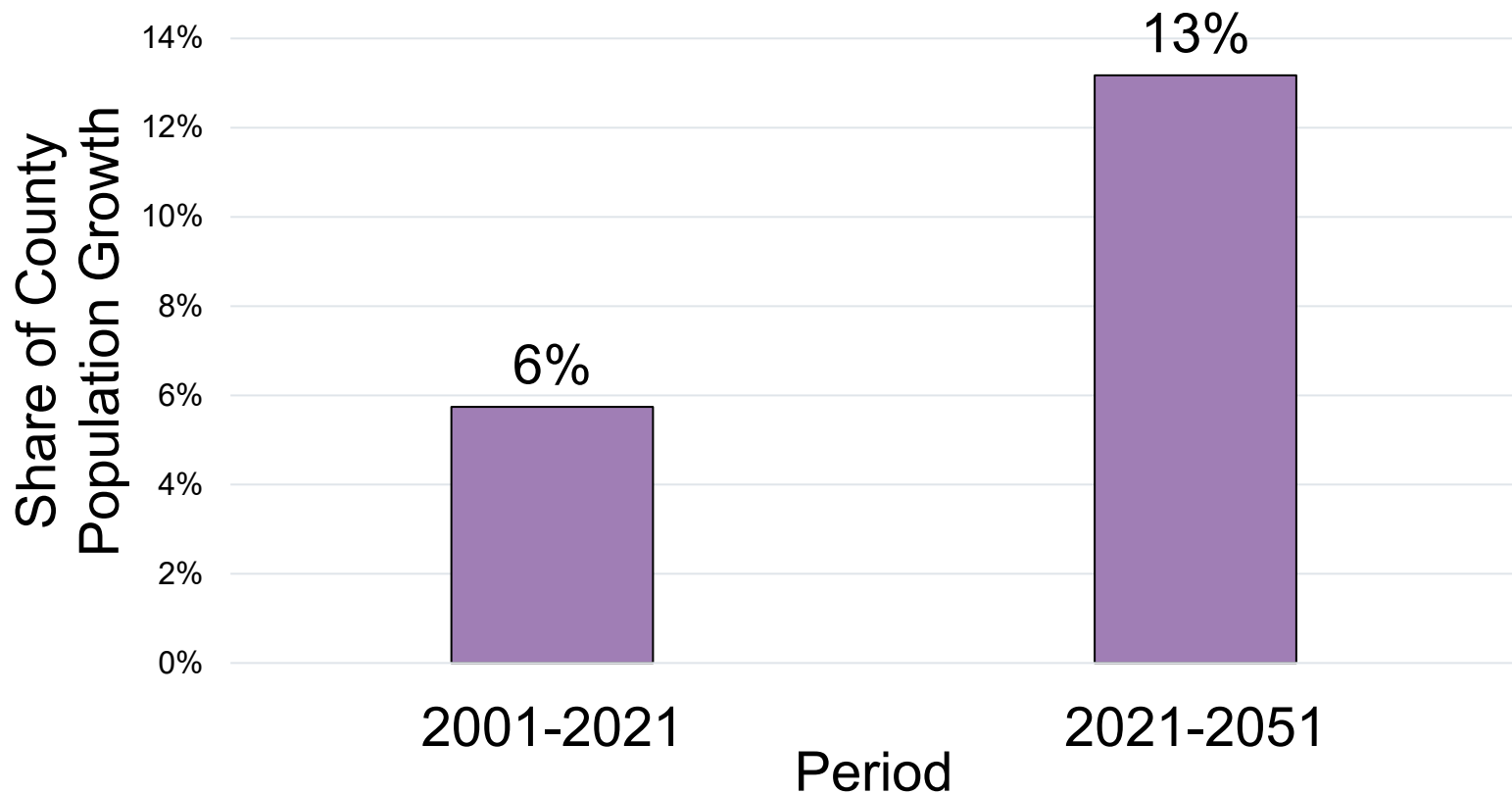
Source: Watson & Associates Economists Ltd.





# Growth Forecast Allocations – Population

Wellington North  
Share of County's Population Growth,  
2001 to 2051

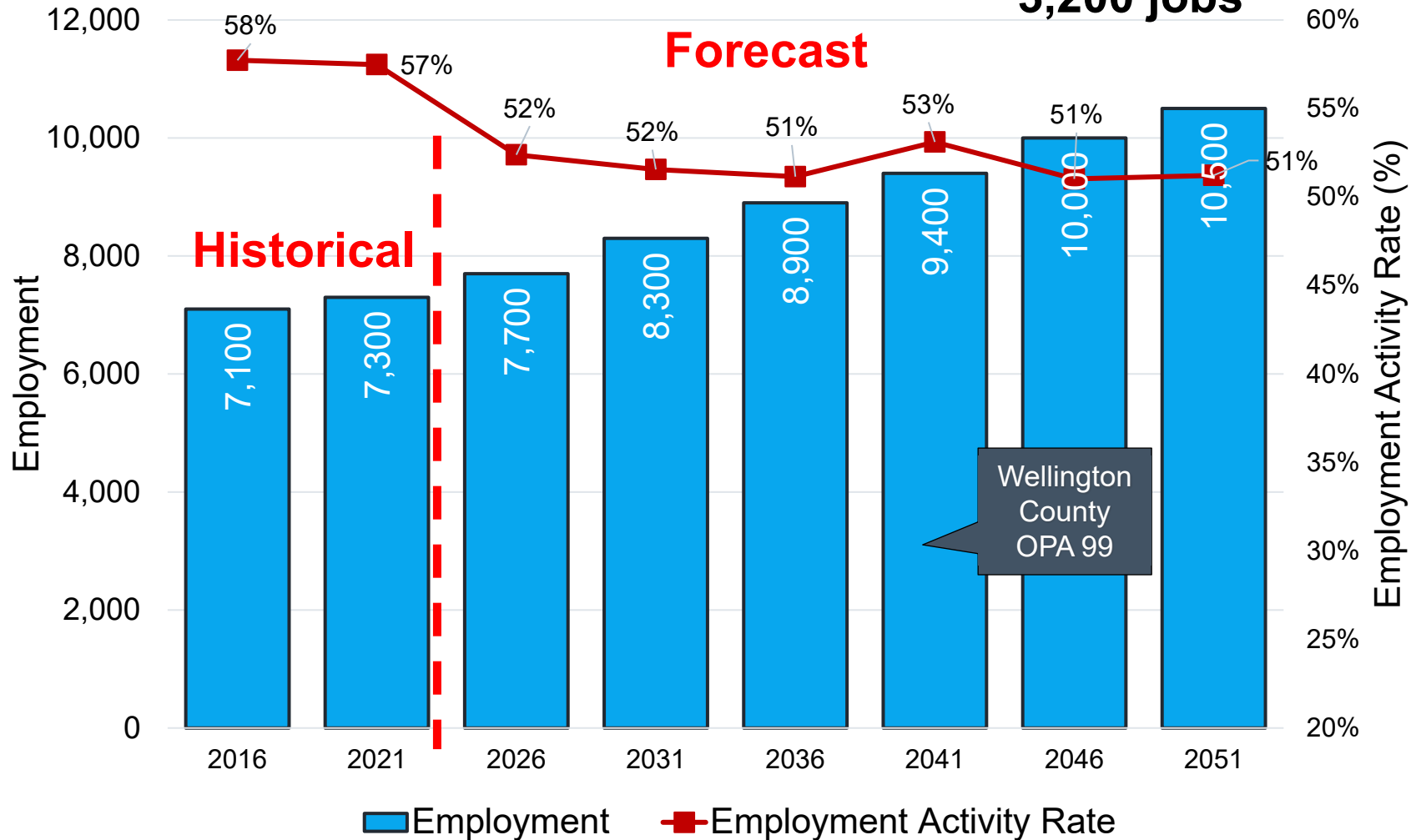


# Wellington North Employment Growth Forecast

021



**2021-2051:  
3,200 jobs**



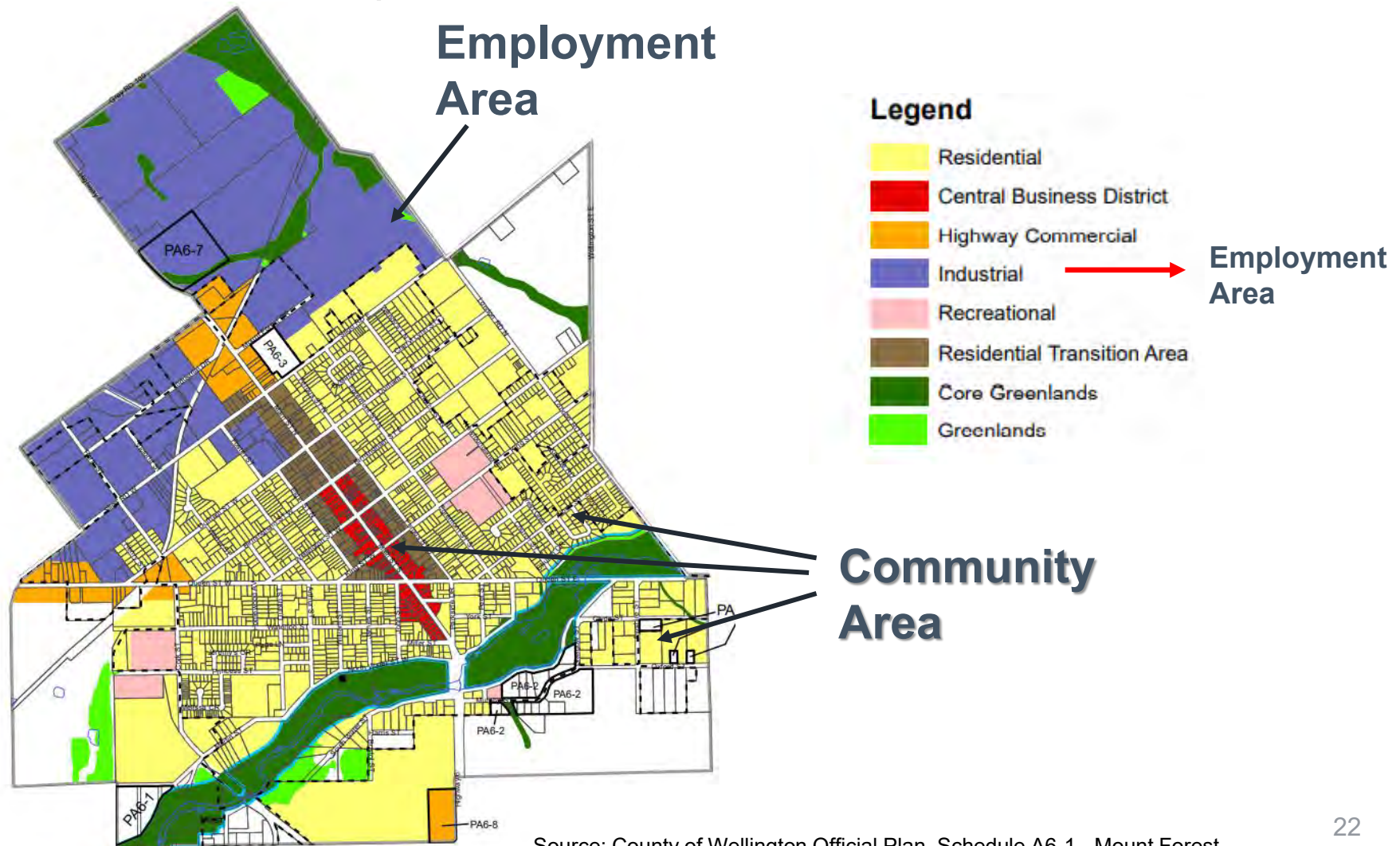
Source: Watson & Associates Economists Ltd.

# Wellington North Land Needs

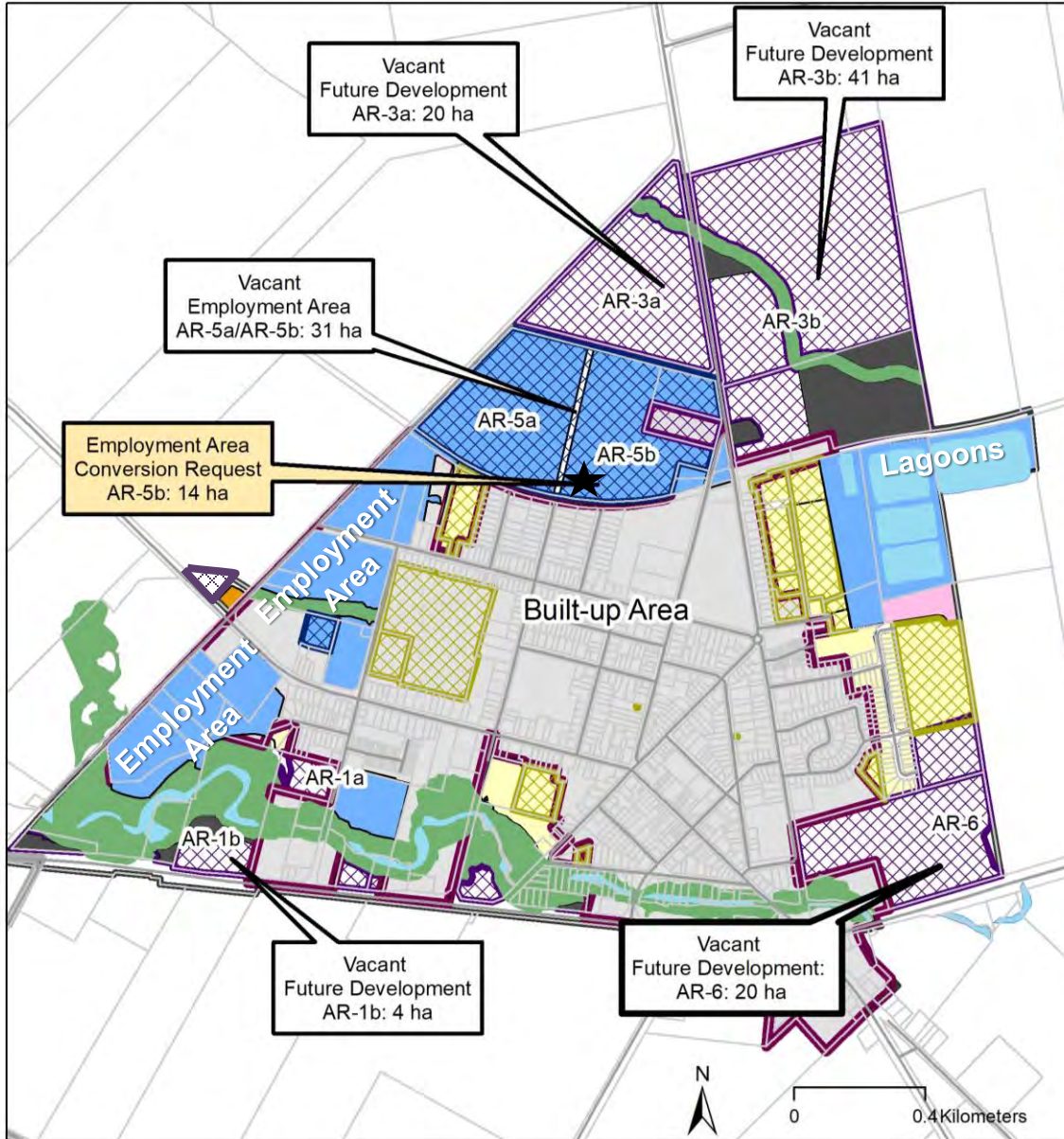
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# Urban Settlement Area – Employment Area and Community Area Mount Forest Example



# Arthur Designated Land Supply



## Vacant Lands

- Vacant Employment Area Lands
- Vacant Future Development
- Vacant & Developing Residential Lands
- Vacant, Removed from Inventory

## Official Plan Designation

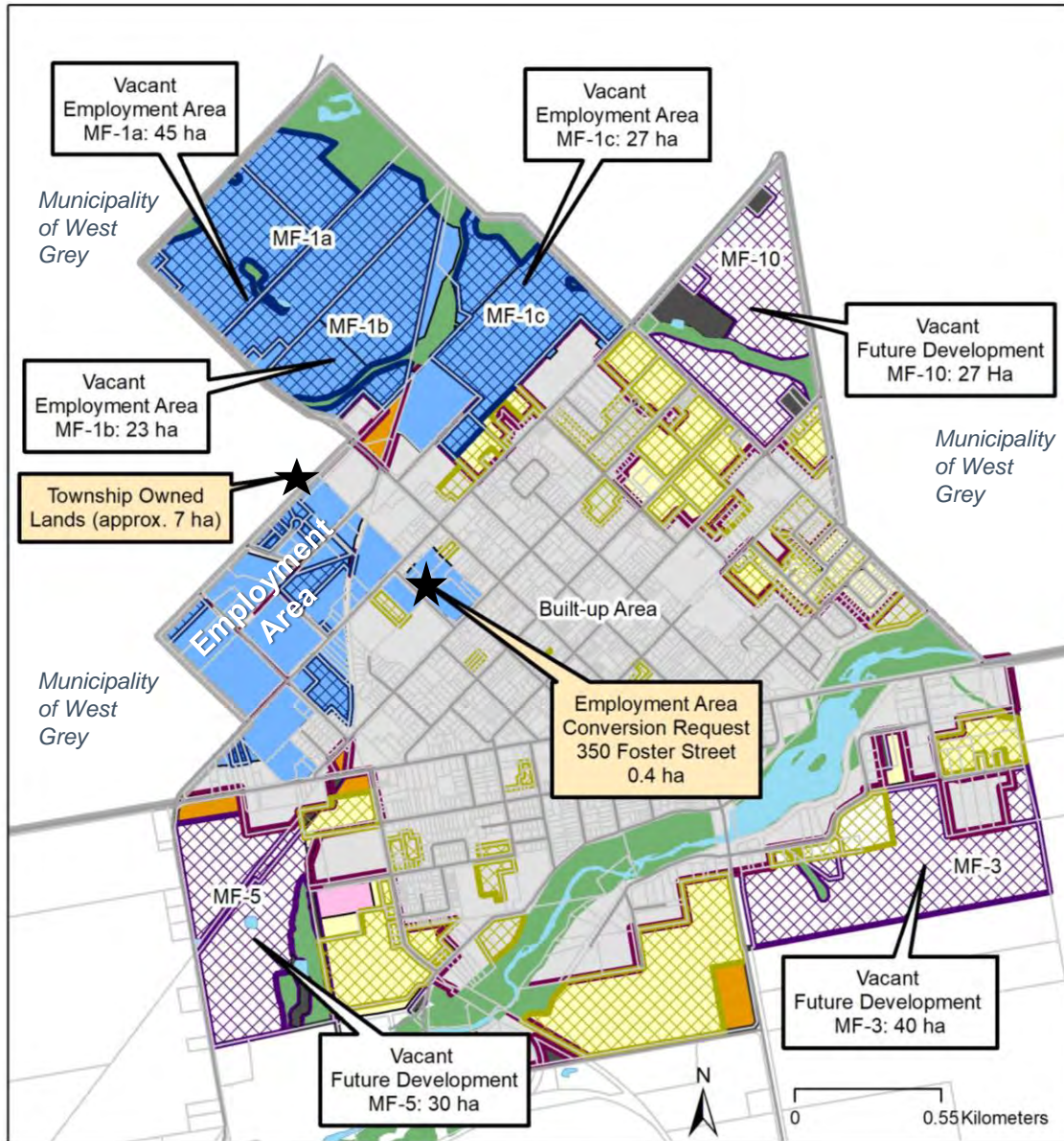
- Built-up Area
- Industrial
- Highway Commercial
- Recreational
- Residential
- Future Development

30%  
Future  
Development  
Lands  
Required

100%  
Employment  
Area Lands  
Required

Note: Land areas have been rounded. Land area measurement is identified on map for large vacant tracts.  
Source: Watson & Associates Economists Ltd. Vacant land supply based on County of Wellington GIS data as of Mid-2019.

# Mount Forest Designated Land Supply



## Vacant Lands

- Vacant Employment Area Lands
- Vacant Future Development
- Vacant & Developing Residential Lands
- Vacant, Removed from Inventory

## Official Plan Designation

- Built-up Area
- Industrial
- Highway Commercial
- Recreational
- Residential
- Future Development

65%  
Future  
Development  
Lands  
Required

60%  
Employment  
Area Lands  
Required



# Land Needs Key Findings

- Just under half of lands designated as Future Development in the O.P. are required for residential and population-related employment use over the long-term planning horizon to 2051.
- All vacant Employment Area lands are required in Arthur.
- Surplus of Employment Area lands in Mount Forest (30% of vacant supply).
- In total **132 ha** of designated lands in Wellington North (Arthur and Mount Forest Urban Centre) are identified as Excess Lands:
  - **61** ha in Arthur; and
  - **71** ha in Mount Forest.



# Growth Plan Policy – Excess Lands

- **What are Excess Lands?**
  - Excess lands are discussed in the Growth Plan, policy section 2.2.1.6 (p.14).
  - Growth Plan definition: “Vacant, unbuilt but developable lands within settlement areas but outside of delineated built-up areas that have been designated in an official plan for development but are in excess of what is needed to accommodate forecasted growth to the horizon of this Plan” p.70.
- **It is our interpretation that Community Area and Employment Area Excess Lands are not interchangeable**
  - Land needs are calculated separately for Employment Areas and Community Areas.
  - Excess lands in one category does not preclude expansion in another category, however if appropriate Municipalities may consider the conversion of lands to address mis-matches.



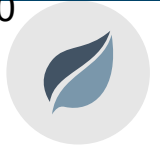


# Growth Plan Policy – Excess Lands

- It is important to recognize that Excess Lands do not involve a redesignation or change in settlement boundary. The land supply will be reviewed again at least a few times over the next 30-years.
- While Excess Lands do not have to be redesignated, Municipalities are required to identified these lands in the O.P. (i.e., as an overlay).

## Next Steps

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# Next Steps

## **Phase 2: Land Needs Assessment (LNA)**

- Release Draft Phase 2 Report – Late February 2022
- Finalize Phase 2 Report – TBD

## **Phase 3: Settlement Area Boundary Expansions and Planning Policy Recommendations (where applicable)**

- Timing to be Determined

## **Municipal Coordination**

- Regular meetings with Technical Resource Team (TRT)
- Additional meetings and correspondence with local municipal senior staff (as needed)
- Attendance at local municipal Council meetings (as requested)

# Extra Slides

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# Summary of Land Needs for Wellington North

Urban Centre	Future Development: Redesignation to Community Area, ha (Residential & Population- Related Employment)	Excess (Gross Ha)		
		Future Development	Employment Area	Total Excess
	A	B	C	D = B + C
Arthur	26	61	0	61
Mount Forest	54	29	42	71
<b>Wellington North</b>	<b>80</b>	<b>90</b>	<b>42</b>	<b>132</b>

Source: Watson & Associates Economists Ltd.

Future  
Development  
Redesignation:  
80 ha

Excess:  
132 ha

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH  
MINUTES OF REGULAR COUNCIL MEETING – JANUARY 24, 2022 at 7:00 P.M.  
VIA WEB CONFERENCING <https://www.youtube.com/watch?v=GtQ8kuJdDDs>**

**Members Present:**

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

**Staff Present:**

**Chief Administrative Officer:** Michael Givens  
**Director of Legislative Services/Clerk:** Karren Wallace  
**Deputy Clerk:** Catherine Conrad  
**Director of Finance:** Adam McNabb  
**Director of Operations:** Matthew Aston  
**Community Recreation Coordinator:** Mandy Jones  
**Manager of Recreation Services:** Tom Bowden  
**Economic Development Officer:** Dale Small  
**Chief Building Official:** Darren Jones  
**Director of Fire Services:** Chris Harrow  
**Senior Planner:** Jessica Rahim  
**Senior Planner:** Mathieu Daoust

**CALLING TO ORDER**

Mayor Lennox called the meeting to order.

**ADOPTION OF THE AGENDA**

RESOLUTION: 2022-014

Moved: Councillor Burke

Seconded: Councillor McCabe

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

CARRIED

**DISCLOSURE OF PECUNIARY INTEREST**

Councillor Burke declared a pecuniary interest with "Item 2a under the heading Items for Consideration - Planning - a. - Report DC 2022-002, Sobey's Developments Limited Partnership Site Plan Agreement, 437 – 445, 503 & 515 Main St. N." as she is an employee of Sobey's, specifically Mount Forest Foodland.

**COUNTY COUNCIL UPDATE**

Andy Lennox, Mayor

- Roads Master Plan, looking towards future growth the County. The report includes many elements, the biggest being how to accommodate the growth and what the road needs would be, as well as a view of some intersections and road segments of concern. The one that got the most attention being the

Wellington County Road 16 and 109 intersection and is slated for improvements in the future. The final draft was approved at the Roads Committee, and it is expected the plan will be endorsed at County Council later this week.

- One item coming out of the Roads Master Plan is to work with a consultant to establish objective criteria for establishing community safety zones to help manage speed in corridors where there are sensitive items like schools, play fields, seniors homes, etc. One of the segments across County and County Roads affects Wellington North, that being Sligo Road adjacent to the high school. It is expected we will receive a report in the future from the County outlining their intention to move that to a community safety zone. Wellington North could use the criteria developed by the County should we wish to look into community safety zones again.
- Annual Budget is expected to be ratified later this week. It anticipates about a 2% increase to existing taxpayers. There has been significant growth across the County that's bringing in additional revenue. With that County Council wanted to keep the affect to existing taxpayers low.
- One of the major projects anticipated in the budget for 2022 is the construction of a works garage for the County roads fleet in the Arthur area. Design work is being done and property acquisition is in the process.
- Official Plan Review and Update. Some residents attended the Public Meeting in December and expressed interest and some concerns. There will be a report coming to the February 7, 2022 Council meeting with opportunity for input and discussion.

## PRESENTATIONS

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

Mr. Beard and Mr. Turton provided an overview of the Conservation Authority priorities for 2022, outlined pressures on the budget, reviewed the proposed levy increase and outlined some of the regulatory changes that are impacting conservation authorities and their member municipalities.

The MVCA mission continues to provide leadership to protect and enhance water, forests, and soil. MVCA's 2022 priorities include flood and erosion safety, watershed stewardship, conservation areas, and financial stability.

MVCA's draft budget for 2022 is just over \$5million dollars. The Township of Wellington North 2022 Draft Levy is \$48,881, an increase of \$3,787.

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

RESOLUTION: 2022-015

Moved: Councillor Burke

Seconded: Councillor Hern

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

CARRIED

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

RESOLUTION: 2022-016

Moved: Councillor Burke

Seconded: Councillor Yake

THAT the Council of the Corporation of the Township of Wellington North resume the January 24, 2022 Regular Meeting of Council at 7:37 p.m.

CARRIED

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

1. Regular Meeting of Council, January 10, 2022

2. Public Meeting, January 10, 2022

RESOLUTION: 2022-017

Moved: Councillor McCabe

Seconded: Councillor Hern

THAT the minutes of the Regular Meeting of Council and the Public Meeting held on January 10, 2022 be adopted as circulated.

CARRIED

### **BUSINESS ARISING FROM PREVIOUS MEETINGS OF COUNCIL**

No business arising from previous meetings of Council.

### **IDENTIFICATION OF ITEMS REQUIRING SEPARATE DISCUSSION**

2a, 3a, 4a, 6a, 8a

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

RESOLUTION: 2022-018

Moved: Councillor Burke

Seconded: Councillor Yake

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:

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.



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.

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.

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.

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.

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

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.

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.

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

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.

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.

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.

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

CARRIED

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

Councillor Burke removed herself from the meeting by shutting off her camera as she had previously declared a conflict with Report DC 2022-002, Sobey's Developments Limited Partnership Site Plan Agreement, 437 – 445, 503 & 515 Main St. N.

RESOLUTION: 2022-019

Moved: Councillor McCabe

Seconded: Councillor Hern

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.)

CARRIED

Councillor Burke returned to the meeting.

RESOLUTION: 2022-020

Moved: Councillor McCabe

Seconded: Councillor Yake

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.

CARRIED

RESOLUTION: 2022-021

Moved: Councillor Burke

Seconded: Councillor McCabe

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.

CARRIED

RESOLUTION: 2022-022

Moved: Councillor McCabe

Seconded: Councillor Burke

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.

CARRIED

RESOLUTION: 2022-023

Moved: Councillor McCabe

Seconded: Councillor Yake

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).

CARRIED

#### **NOTICE OF MOTION**

No notice of motion tabled.

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

Councillor Burke (Ward 2):

- The January 25<sup>th</sup> Mount Forest Aquatic Ad-Hoc Advisory Committee meeting has been rescheduled for February 1<sup>st</sup>

Councillor Hern (Ward 3):

- Cultural Roundtable met on January 20<sup>th</sup> and reviewed the Cultural Plan and discussed the Arthur 150 Celebration
- Arthur BIA met on January 19<sup>th</sup> and discussed the Arthur 150 work plan for 2022
- Promotional videos for the Arthur and Mount Forest BIA are getting rave reviews.

Councillor McCabe (Ward 4):

- SVCA Annual General Meeting was held on January 20<sup>th</sup> to set forth plans for 2022.

## 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
- 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
- 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)
- 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)
- 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)

RESOLUTION: 2022-024

Moved: Councillor McCabe

Seconded: Councillor Burke

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.

CARRIED

## CULTURAL MOMENT

- Celebrating Robert and 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.

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.

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

RESOLUTION: 2022-025

Moved: Councillor McCabe

Seconded: Councillor Burke

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.

CARRIED

#### **ADJOURNMENT**

RESOLUTION: 2022-026

Moved: Councillor McCabe

Seconded: Councillor Yake

THAT the Regular Council meeting of January 24, 2022 be adjourned at 8:20 p.m.

CARRIED

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**CLERK**

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**MAYOR**

SAUGEEN VALLEY  
CONSERVATION AUTHORITY

Conservation through Cooperation

# MINUTES

**Meeting:** Authority Meeting  
**Date:** Thursday December 16, 2021, 1:00 p.m.  
**Location:** Electronic

**Chair:** Maureen Couture

**Members present:** Paul Allen, Mark Davis, Barbara Dobreen, Dan Gieruszak, Cheryl Grace, Tom Hutchinson, Steve McCabe, Don Murray, Dave Myette, Mike Niesen, Sue Paterson, Diana Rae, Bill Stewart

**Members absent:** Christine Robinson

**Others present:** Jennifer Stephens, General Manager / Secretary-Treasurer  
Erik Downing, Manager, Environmental Planning and Regulations  
Donna Lacey, Manager, Forestry and Lands  
Laura Molson, Manager, Corporate Services  
Madeline McFadden, Regulations Officer  
Janice Hagan, Executive Assistant / Recording Secretary

Chair Maureen Couture called the meeting to order at 1:00 p.m.

## 1. Land Acknowledgement

The following Land Acknowledgement was read by Dave Myette:

As we work towards reconciliation with Indigenous people, we begin our meeting today by respectfully acknowledging that we are situated on Traditional Territories and Treaty Lands, in particular those of the Chippewas of Saugeen Ojibway Territory known as the Saugeen Ojibway Nation.

As shared stewards of Ontario's land and water resources – along with the First Nations community – Saugeen Valley Conservation Authority appreciates and respects the history and diversity of the land and its peoples and are grateful to have the opportunity to meet in this territory.

## 2. Adoption of Agenda

Outstanding reports from Section 9 - New Business were circulated prior to the meeting:

- c. Regulation 687/27 – Transition Plan
- d. Status of Saugeen Valley Conservation Foundation

**Motion #G21-129**

Moved by Steve McCabe  
Seconded by Cheryl Grace  
THAT the agenda be adopted as amended.

**CARRIED**

**3. Declaration of Pecuniary Interest**

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

**4. Approval of Authority Meeting Minutes – November 18, 2021**

**Motion #G21-130**

Moved by Diana Rae  
Seconded by Bill Stewart  
THAT the minutes of the Authority meeting held on November 18, 2021, be approved as circulated.

**CARRIED**

**5. Staff Introduction**

The following new member of staff was introduced:

- a. Madeline McFadden, Regulations Officer

**6. Matters Arising from the Minutes**

- a. Approval of 2022 Budget

Due to technical difficulties, Tom Hutchinson left the meeting.

**Motion #G21-131**

Moved by Bill Stewart  
Seconded by Paul Allen  
THAT the amount of \$1,867,766 be raised by General Levy in 2022; and further

THAT in accordance with Section 27(4) of the Conservation Authorities Act, R.S.O. 1990, the minimum sum that shall be levied against a participating municipality for administration costs shall be \$1,100.

A recorded vote was taken for the 2022 Budget with the following results:

Arran-Elderslie	Mark Davis	Yea
Brockton	Dan Gieruszak	Yea
Chatsworth	Diana Rae	Yea
Grey-Highlands	Paul Allen	Yea
Hanover	Sue Paterson	Yea
Howick	Mike Niesen	Yea
Huron-Kinloss	Don Murray	Nay



Kincardine	Maureen Couture	Yea
Kincardine	Bill Stewart	Yea
Minto	Steve McCabe	Yea
Morris-Turnberry	Mike Niesen	Yea
Saugeen Shores	Cheryl Grace	Yea
Saugeen Shores	Dave Myette	Yea
South Bruce	Mike Niesen	Yea
Southgate	Barbara Dobreen	Yea
Wellington North	Steve McCabe	Yea
West Grey	Tom Hutchinson	Absent
West Grey	Christine Robinson	Absent

The result of the vote was 93.6% of the weighted average of those present in favour. Therefore, **Motion #G21-131 was CARRIED.**

**Motion #G21-132**

Moved by Dan Gieruszak

Seconded by Barbara Dobreen

THAT the Saugeen Valley Conservation Authority adopt the 2022 Budget as approved in principle at the October 2021 meeting; and further

THAT the Authority share of the costs will be raised through general revenues, reserves, donations, general surplus, and special and general levies in accordance with the Conservation Authorities Act, and further

THAT the General Manager/Secretary-Treasurer is hereby authorized to forward levy notices to the member municipalities.

**CARRIED**

b. Frequency of municipal levy payments

There was no discussion on this report.

Tom Hutchinson returned to the meeting at 1:14 p.m. Don Murray left the meeting.

**7. General Manager’s Report (verbal)**

**COVID-19 update**

Staff have been advised to work from home where possible. The office will remain closed to the public.

**Holiday Hours**

The office will be closed beginning December 24, 2021, at noon, until Tuesday, January 4, 2022. Staff will be expected to use 3 vacation/overtime days during this time.

**Position postings**

It is expected that the Manager of Water Resources position will be posted before Christmas and will be filled by February of 2022. Jo-Anne Harbinson (*retired Water Resources manager*) has continued to work as a consultant to SVCA.

**Conservation Authorities Act Transition Plan**

Staff focus has been on the preparation of an inventory of programs and services which is required to be submitted to the provincial government by the end of February 2022.

**8. Consent Agenda**

**Motion #G21-133**

Moved by Bill Stewart

Seconded by Dave Myette

THAT the News Report be pulled from the consent agenda to allow discussion on the news articles pertaining to Cedar Crescent Village.

**CARRIED**

Director Stewart requested information on the impact that the CCV application has had on SVCA and the next steps. Jennifer explained that the Town of Saugeen Shores is exploring options for relocating the project beyond the regulated area, however; it is unknown at the current time if the Authority will be required to be engaged in the process. The Directors requested that a report outlining costs incurred be brought to the next scheduled Authority meeting.

**Motion #G21-134**

Moved by Mark Davis

Seconded by Bill Stewart

THAT the Board receive the News Report as information, and further

THAT staff be directed to bring a report to the Board in January regarding the costs associated with the CCV project development.

**CARRIED**

**Motion #G21-135**

Moved by Tom Hutchinson

Seconded by Barbara Dobrean

THAT the reports, Minutes, and information contained in the Consent Agenda, [item 8 a-b], along with their respective recommended motions be accepted as presented.

**CARRIED**

**9. New Business**

- a. 2022 Fee Schedule

Laura Molson explained the changes to the Fee Schedule for 2022. It was noted that a consultant will be retained in January to review the Planning and Regulations portion of the

Schedule. After discussion the following motion passed:

**Motion #G21-136**

Moved by Bill Stewart

Seconded by Tom Hutchinson

THAT the 2022 Fee Schedule be approved as presented.

**CARRIED**

b. 2022 Meeting Schedule

Janice Hagan discussed the recommended meeting schedule for 2022 along with the option to hold the January Annual meeting in-person. The Directors requested to hold the Annual Meeting on Thursday, January 20, rather than Friday, January 21, and that meetings should continue to take place remotely. The frequency of the meetings was discussed, and the Directors agreed that the meetings could remain scheduled at 8 per year and that efficiencies should be considered. Extra meetings can be scheduled if required.

**Motion #G21-137**

Moved by Dave Myette

Seconded by Cheryl Grace

THAT the January 2022 Annual meeting be conducted virtually; and

THAT staff investigate methods for secret voting for the election of officers.

**CARRIED**

**Motion #G21-138**

Moved by Mark Davis

Seconded by Dave Myette

THAT the 2022 SVCA Authority meeting schedule be adopted as amended to reflect the change of the Annual Meeting to January 20<sup>th</sup>; and

THAT the schedule be circulated to member municipalities; and further

THAT the schedule be posted to the SVCA website meeting calendar.

**CARRIED**

c. Regulation 687/21 – Transition Plan

Jennifer Stephens reviewed the draft Transition Plan to be submitted to the province, the watershed municipalities, and posted to the SVCA website.

**Motion #G21-139**

Moved by Steve McCabe

Seconded by Tom Hutchinson

BE IT RESOLVED THAT the SVCA Board of Directors approve the attached transition plan prepared in accordance with Ontario Regulation 687/21; and

THAT staff be directed to circulate a copy of the transition plan to watershed municipalities and the Ministry of the Environment, Conservation and Parks by December 31, 2021; and

FURTHER THAT staff be directed to post the transition plan on Saugeen Valley Conservation Authority's website.

**CARRIED**

d. Status of Saugeen Valley Conservation Foundation (SVCF)

Jennifer discussed the status of the SVCF and noted that it has been inactive for a period of one year. She stated that the Authority is a charitable organization and does not legally require the services of the Foundation for fundraising. The Memorial Grove and Celebration Forests programs have reached the end of their lifespan and staff are reviewing fundraising opportunities more in line with other conservation authority programs. The Directors requested that a financial report for the SVCF be submitted at the next Authority meeting.

**Motion #G21-140**

Moved by Diana Rae

Seconded by Bill Stewart

WHEREAS the Saugeen Valley Conservation Foundation has remained inactive for a period of one year;

BE IT RESOLVED THAT the Foundation be kept inactive for an indeterminate length of time; and

THAT staff be directed to pursue fundraising options for Saugeen Valley Conservation Authority; and

THAT the Memorial Grove and Celebration Forest programs be discontinued in December 2021; and

THAT the discontinuation of these programs be properly conveyed to the public; and further

THAT a final Memorial Grove Ceremony be held in Spring 2022 for those individuals who purchased a tree in 2020 and 2021.

**CARRIED**

There being no further business, the meeting adjourned at 2:35 p.m. on motion of Steve McCabe and Diana Rae.

---

Maureen Couture  
Chair

---

Janice Hagan  
Recording Secretary



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

## **WELLINGTON NORTH CULTURAL ROUNDTABLE COMMITTEE MINUTES VIRTUAL MEETING OF THURSDAY JANUARY 20<sup>TH</sup>, 2022 @ 12:01 PM;**

### **Members Present:**

Chair Jim Taylor  
Gail Donald  
Penny Renken  
Lisa Hern, Councillor  
Linda Hruska

### **Members Absent:**

Gary Pundsack  
Bonny McDougall

### **Guests:**

None

### **Staff Present:**

Dale Small, Economic Development Officer  
Tasha Grafos, Administrative Support  
Karren Wallace, Legislative Clerk  
Mandy Jones, Community Recreation Coordinator

### **CALLING TO ORDER**

Chair Jim called meeting to order at 12:02pm

### **ADOPTION OF THE AGENDA**

#### **RESOLUTION: CRT2022-001**

Moved: Member Linda

Seconded: Member Gail

THAT the agenda for the January 20<sup>th</sup>, 2022, Cultural Roundtable Committee meeting be accepted and passed.

**CARRIED**

### **DISCLOSURE OF PECUNIARY INTEREST**

None

### **TRIBUTE TO ROBERT MACDONALD**

Robert passed away on January 1, 2022, and Jim provided a tribute to Robert and thanked Gail for her tribute that she sent to the Cultural Roundtable. Member Gail has offered to write a Cultural Moment on Robert Macdonald and his contributions to the community for February.

### **MINUTES OF PREVIOUS MEETING – October 14, 2021.**

Accepted by Council on October 25, 2021.

### **BUSINESS ARISING FROM THE MINUTES**

#### **1. 2021 Revenue & Expense Overview – EDO Dale**

2021 Cultural Roundtable expense was \$17,812.62 with revenue of \$10,000.00 Consulting costs, associated with the Municipal Cultural Plan, was the main expense not related to the Farmers' Market. The Market essentially operates on a breakeven basis with vendor fees and grants offsetting the expenses for insurance, marketing, etc.

#### **2. 2022 Budget – EDO Dale**

In 2022, the Farmers' Market is expected to operate again at a close to a balanced basis, dependent on grant funding from the County of Wellington Grant. Funds have been budgeted for Culture Days, Cultural Roundtable grants, and to support actions coming out of the Cultural Plan. Question was

asked on vendor fees for the Wellington North Market. Our fees tend to be in line with the Minto Market which is similar to our market in terms of size and vendor numbers.

### 3. Cultural Moment – Member Bonny

January submitted by Member Bonny – Robert & Mary Scott

#### Schedule for remainder of 2022

- **January 24<sup>th</sup>** Council Meeting – Robert & Mary Scott
- **February** – Gail will write about Robert Macdonald, due by the 1<sup>st</sup> of February
- **Feb & March** – Penny has submitted 2 or 3 for “Spinning Wheels”
- **April** – Gail will write about Arthur’s 150<sup>th</sup>, on history of Arthur, with a footnote about the events on the Canada Day long weekend.
- **May** – Linda will write, topic unknown at this time.

### 4. Arthur 150<sup>th</sup> Anniversary of Incorporation – EDO Dale

#### Arthur Barn Quilt Trail Discussion & Grant Approval

Logo was sent to Doris of the Barn Quilt group to create a Cultural Roundtable quilt. Is there any significance to the colors used in the logo; Member Penny clarified that the colors are specific to signify cultural elements, for example brown was for agricultural. Member Penny will refer back to her notes and report to the group on the specifics behind the logo. EDO Dale – the idea behind the culture logo may be something that we want a cultural moment about. When complete, the intent is for this quilt to be displayed in an Arthur facility. Member Gail agreed to work with Doris and Thea from the Barn Quilt Group to finalize our quilt and be the link to that project.

Resolution: **CRT2022-002**

Moved: Member Gail

Seconded Member Penny

THAT the Cultural Roundtable Committee approve a Cultural Events Funding Grant in the amount of \$653.40 to the Arthur Barn Quilts Project.

**CARRIED**

The 150<sup>th</sup> Anniversary has been declared a Municipally Significant Event – which opens up additional funding and the ability to waive some fees. Faye Craig is the chair of the committee and has formed an executive board.

As restrictions ease, the Roundtable should look to host a meeting with all the groups involved in the celebration and invite one representative from each group. This will allow us to all be aware what everyone is planning.

The Roundtable should give some thought on how we want to celebrate and commemorate the 150<sup>th</sup> Optimists usually have an event this weekend, so they are planning a ball tournament, tribute concerts, etc. Main street will be closed on Saturday – Sidewalk shop local event and the Lions hope to do the grand opening of the skatepark. Optimists are hoping to have military planes fly over in tribute. Centre Wellington provided an 100<sup>th</sup> anniversary plaque – they should be invited again to this celebration. The Barn Quilt Trail will be ready so this will be a part of it.

Chair Jim suggested some events for the roundtable: an unveiling of a 150<sup>th</sup> plaque, mural, or a feature in a prominent park. EDO Dale likes the idea of the Mural – and suggests we may want to partner with someone like Tom at Foodland to have this done. Cliff Smith did the majority of the murals in Arthur is moving to the East Coast. Eileen from the Arthur School of Art is someone local and would likely be willing to work with us.

#### **Dates established by council from June 30th – July 4th, 2022**

#### **5. Cultural Plan Update - Discussion and report to council**

This item was pulled for discussion by Councilor Burke to draw attention to it and the importance of culture and heritage. Mayor Lennox & Councilor Hern also passed along positive comments as well.

Prior to the meeting committee members were asked to rank their top four items for each goal in order to help prioritize the Cultural RoundTable workplan moving forward. Results, starting on page four of the minutes will be reviewed with Chair Jim and then finalized at our next meeting.

### **ROUNDTABLE**

#### **Downtown Mount Forest Guided Tours Dec 17th & 18<sup>th</sup>**

EDO Dale – these tours were sold out. We had 25 participants that met on the Friday night in front of the Mount Forest Museum and Archives, hot chocolate was served to participants, and then there was a 1 hour and 15 min walking tour of the history of Mount Forest. Morgan is no longer with Township, she is working in the education sector again, a private school in the Harriston area. She has indicated that she would be happy to take part in a round two of the cemetery tour and a downtown tour in Arthur next holiday season. Cemetery tours could become part of culture days – in September. Lots of positive feedback on Morgan and the quality of the tours.

Member Penny – any barn quilt can be registered to be on the barn quilt trail, so Mount Forest barn quilts can register as well. Auxiliary is hoping to have a snack table with hot beverages at the Farmers' Market

EDO Dale – The Roundtable is actively trying to recruit new members. The Ag society will have someone join the committee in Robert's place, as he was on the committee as a representative of the Arthur Agricultural Society. Nick Hansen has expressed interest and we should all work on recruiting

Chair Jim – as the goals are prioritized ask that Dale meet to discuss

Next meeting date will be February 17, 2022, at 12:00 p.m.

### **ADJOURNMENT**

Resolution: **CRT2022-003**

Moved: Member Gail

Seconded: Member Penny

THAT the Cultural Roundtable Committee meeting be adjourned at 1:30pm **CARRIED**



## Goal 1: Broaden Municipal Roles and Partnerships

#	Action	Gail	Jim	Lisa	Penny	Linda	Dale	Top 4 Ranking
1	Develop a communications strategy to raise awareness Cultural Plan. Promote the Plan across all Township departments, the County's Economic Development Office, and the municipal website.	2	2			3	4	Yes (2)
2	Review the mandate of the Cultural Roundtable to increase representation across a broader cross-section of skills, demographics, and ethnicities. Solicit representation from the Youth Action Council and local artists and artisans, entrepreneurs, relevant volunteer organizations for the continuous exchange of ideas and support the active engagement of the larger community. In addition to the Economic Development Officer, ensure the Director of Recreation, Parks, and Facilities is a member of the Cultural Roundtable to strengthen linkages between cultural and recreational opportunities.	1	1	1	4	1	1	Yes (1)
3	Investigate the creation of a Wellington North Municipal Heritage Committee.			2	1	4		Yes (3)
4	In conjunction with the County of Wellington, increase programming capacity to recognize Wellington North's Mennonite heritage as a strong educational component of culture.							
5	Identify champions within the Mennonite community interested in working with the Township and other business and community partners to pursue collaborative cultural tourism and business development initiatives.			4				
6	Continue to work with regional partners to leverage the Invest Well CIP to promote on-farm diversified or agriculture-related uses, short-term accommodation options, and tourism assets. Consider expanding Saugeen Connects partnerships to promote and expand cultural planning throughout Northern Wellington & Southern Grey County. <a href="#">Taste Real Local Food Programme</a> , Taste Real Spring Rural Romp and new RTO4 to examine tourism product offerings and experiences linking cultural, culinary & Agri-tourism assets/events	3	3				2	Yes (4)
7	Leverage the <a href="#">Live and Work Wellington™ Campaign</a> to showcase Wellington North's cultural tourism offerings to attract residents and new investment opportunities.	4						
8	Conduct an annual workshop with local community groups and volunteer organizations to ensure they are supported and involved in event planning and decision-making.			3			3	
9	Convene a Coordinated Trails Committee between Arthur and Mount Forest to encourage collaboration between Arthur and Mount Forest and surrounding municipalities to strengthen trails and trails networks in the area.				2			
10	Investigate new and appropriate provincial funding streams (e.g., <a href="#">Ontario Arts Council</a> funding) to meet cultural priorities and move forward with the recommendations set out in the Municipal Cultural Plan Update.		4		3	2		

## Goal 2: Leverage Cultural Resources to Grow and Diversify the Economy

#	Action	Gail	Jim	Lisa	Penny	Linda	Dale	Top 4 Ranking
1	<b>Work with the Cultural Roundtable to continually review and update the Cultural Asset Inventory and the simplyexploreculture.ca site.</b>	1	2	1	1	1	1	Yes (1)
2	Continue to promote the Cultural Asset Inventory as a prime communication tactic and leverage it to strengthen the connections between the arts and the community.	2				4	3	
3	Work with Saugeen Economic Development Corporation and the County of Wellington to identify a list of arts and culture COVID-19 response and recovery programs and promote it among artists, arts and culture organizations and decision-makers development in the community.						4	
4	<b>Work with the County of Wellington to promote the Tourism Adaptation and Recovery Programme to help small and medium-sized enterprises (SMEs') and not-for-profits (NFPs') in the arts, culture, and tourism sector by supporting one-time adaptation and re-opening costs incurred to continue operating post-COVID-19.</b>	3	1			2		Yes (3)
5	Advocate for the County to establish an annual creative mind networking event to enhance connectivity and networks for creative enterprises across the region.							
6	<b>Work with the Arthur &amp; Mount Forest Chamber of Commerce to hold regular information networking sessions to support and grow creative cultural businesses and local artists and artisans.</b>		3		2		2	Yes (4)
7	<b>Update economic development marketing materials to highlight the growth of the creative cultural economy. Currently, Wellington North showcases culture at every council meeting through our Cultural Moment, which is then shared on YouTube, social media and in the papers.</b> <ul style="list-style-type: none"> <li>▪ <b>Build a narrative around the importance of arts and culture as a driver of innovation for a rural economy</b></li> <li>▪ <b>Showcase local entrepreneurs and business owners on the municipal website</b></li> </ul>	4	4	3	3			Yes (2)
8	Advocate and support the creation of cultural spaces and places throughout Township's facilities and community organizations (e.g., community halls, recreation centres, libraries and schools, park pavilions).			2	4	3		

### Goal 3: Build a Shared Identity and Increase Collaboration

#	Action	Gail	Jim	Lisa	Penny	Linda	Dale	Average
1	Develop a social media strategy (building out the Cultural Moment, <a href="#">Simply Explore Culture</a> site and cultural map) to support ongoing cultural development and create a community identity.	1	2	4		1	1	Yes (2)
2	In partnership with the Wellington Signage Plan Project, continue to improve local arts and festivals signage and signage along trails, the downtown, historical sites, and community destinations.	3	4		1			Yes (4)
3	Continue to promote Culture Days to highlight, profile and engage a range of arts and culture facilities and programs, heritage sites and creative and tourism businesses.	4	1	2	4	2	2	Yes (1)
4	Work with community organizations (e.g., Youth Action Council) to connect Student Volunteer Requirements with the needs of not-for-profit cultural groups and activities.	2			3			
5	Promote programs that enhance senior and elder participation in arts and culture programming in the community. E.g., <a href="#">Arts and Health Community of Practice</a>				2			
6	Pro-actively expose youth to local culture (e.g., establish an annual “art day” where schools invite local artists to share/show their work).							
7	In addition to promoting and expanding the Saugeen Autumn Leaves Studio Tour across the community and the region, investigate the feasibility of creating a local studio tour.					4		
8	Continue to work with the Volunteer Centre of Guelph Wellington to support the volunteer network. Communicate volunteer opportunities across various platforms and continue to support the Volunteer Storytelling initiative with 88.7 The River and Volunteer Appreciation celebrations and Mayors Breakfasts program in 2022.			1			3	
9	Develop a festival and events strategy to support the sustainability/feasibility of current events and explore opportunities for multi-generational programming and new festivals that align with resident demands (e.g., Mount Forest Fireworks Festival, beer/wine festival).		3	3		3	4	Yes (3)

## Goal 4: Increase the Vibrancy and Aesthetic Appeal of Downtowns

#	Action	Gail	Jim	Lisa	Penny	Linda	Dale	Average
1	<b>As per the County of Wellington Official Plan, ensure that the downtown areas are a strong focus for business, administrative, and cultural activities and remain the primary gathering place combining commerce and social functions.</b>	1	3	1		1	1	Yes (2)
2	Support the creation of urban design guidelines to provide guidance and direction related to consistency in visual coherence, respect for history and heritage, historical built form, etc., in the downtown.			3	3	3		
3	<b>Organize summer activities such as musical performances and buskers etc., in suitable locations in the downtowns to animate street life. Support expanded seasonal outdoor dining areas to help restaurants and bars attract visitors to the downtowns.</b>	2	2		2		2	Yes (3)
4	Encourage cycling into the downtown cores by adding amenities for cyclists.							
5	Create a “Wellington North Experiment” micro-grant fund for community groups and businesses to develop pilot projects, enhancements, and activations in the downtowns to boost awareness and pedestrian traffic. Keep grants relatively small with short planning horizons to focus on action and results (e.g., <a href="#">My Downtown Beautification Micro Grant</a> , Prince George, B.C. ).	3						
6	<b>Install banners and plaques that illustrate and highlight Wellington North’s rich heritage and stories in key locations, including the entrance to the downtowns.</b>		1	2	1	2	3	Yes (1)

Linda sees option 1 is a very strong statement – believes the Roundtable should study of the County of Wellington Official Plan to determine what can be distilled from it to be useful to the group

Discussion on how the bicycle lane item entered the plan, research will take place to ensure that this was not an error.

As there were only six actions in this area, we have narrowed it to the top 3.

## Members Meeting #11-21

December 15, 2021

**Members Present:** Dave Turton, Roger Watt, Alison Lobb, Megan Gibson, Cheryl Matheson, Ed McGugan, Alvin McLellan, Kevin Freiburger, Matt Duncan, Anita van Hittersum

**Members Absent:** John Grace

**Staff Present:** Phil Beard, General Manager-Secretary-Treasurer  
Stewart Lockie, Conservation Areas Coordinator  
Jayne Thompson, Communications IT&GIS Coordinator  
Chris Van Esbroeck, Watershed Stewardship Coordinator  
Danielle Livingston, Financial Services Coordinator  
Donna Clarkson, DWSP Co-Supervisor

### 1. Call to Order

Chair Turton welcomed everyone, called the meeting to order at 6:58pm 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 #10-2021 held on November 17, 2021 have been circulated for information and approval. The Members agreed with the minutes and the following motion was made.

### Motion FA #90-21

**Moved by: Kevin Freiburger**

**Seconded by: Alison Lobb**

THAT the minutes from the General Membership meeting #10-2021 held on November 17, 2021 be approved.

(carried)



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

- a) Draft Transition Plan: Report #66-2021

Phil Beard presented Report #66-2021 to the members and the following motion was made:

**Motion FA #91-21**

**Moved by: Megan Gibson**

**Seconded by: Matt Duncan**

THAT the draft transition plan be sent to all member municipalities, the Ministry of Environment, Conservation and Parks, watershed MPPs and that the transition plan be posted on MVCA's website; AND FURTHER THAT an outline of the mandatory services and programs be included in the information package with the transition plan.

(carried)

**5. Requiring Direction and or Decision:**

- a) Draft 2022 Priorities, Work Plan, Budget & Municipal Information Package: Report #67-2021

**Motion FA #92-21**

**Moved by: Alvin McLellan**

**Seconded: Roger Watt**

THAT the 2022 draft budget, work plan and levy be circulated to member municipalities for review and further that the final work plan and budget be brought back to the Members on March 16, 2022 for final review and approval; AND FURTHER THAT the municipal information package be circulated to member municipalities for review and comment.

(carried)

- b) Revisions to MVCA's Administrative Regulation & Section 28 Regulations Hearing Procedures: Report #68-2021

Phil Beard presented Report #68-2021 and the following motion was made:

**Motion FA #93-21**

**Moved by: Alison Lobb**

**Seconded by: Ed McGugan**

THAT MVCA's Administrative Bylaw and Hearing Guidelines be amended to incorporate the revisions to the Conservation Authorities Act as outlined in Report #68- 2021.

(carried)

c) Personnel Committee Report #69-2021

Stewart Lockie presented Report #69-2021 and the following motion was made:

**Motion FA #94-21**

**Moved by: Cheryl Matheson**

**Seconded by: Megan Gibson**

THAT the proposed revisions to the Personnel Manual be approved as outlined in Report #69-2021;  
AND FURTHER THAT the Purchasing Policy be removed from the Personnel Manual and added to MVCA's Administrative Bylaw.

(carried)

d) Revisions to MVCA's Occupational Health and Safety Manual: Report #70-2021

**Motion FA #95-21**

**Moved by: Alvin McLellan**

**Seconded by: Roger Watt**

THAT the Membership approves the amendments as recommended in report #70-2021.

(carried)

e) Renewal of Employee Assistance Program: Report #71-2021

Danielle Livingston presented Report #71-2021 to the members and the following was developed:

**Motion FA #96-21**

**Moved by: Alison Lobb**

**Seconded by: Matt Duncan**

THAT Employee Assistance Program be continued in 2022;  
AND THAT the program continue to be cost shared.

(carried)

f) First Call: Declarations for Chair, Vice and 2<sup>nd</sup> Vice Chair: Report #72-2021

Phil Beard advised the Members that this is the first call for Members to declare their intention to run for Chair, Vice or Second Vice at the Annual Meeting:

Matt Duncan declared his interest in running for Chair in 2022.

- g) Correspondence for Members Directions: Request from the Brussels Lions Club  
The Members reviewed the request from the Brussels Lions Club to lift the boards at the Brussels Dam for the Duck Race on August 1<sup>st</sup> and made the following motion:

**Motion FA #97-21**

**Moved by: Ed McGugan**

**Seconded by: Roger Watt**

THAT the Brussels Lions Club may use the dam for their duck race on August 1, 2022 but that the Brussels Lions Club is not permitted to lift any boards from the dam.

(carried)

**6. Chair and Members Reports**

The Chair read the letter from Erinn Lawrie, former Member from the Town of Goderich.

A letter of thank you will be sent to Erinn.

Chair, Turton extended Christmas greetings to all the members and staff of MVCA.

**7. In-Camera Session: GM-ST Annual Work Plan Review**

**Motion FA #98-21**

**Moved by: Alison Lobb**

**Seconded by: Matt Duncan**

THAT the members move into an in-camera session.

(carried)

**Motion FA #99-21**

**Moved by: Alison Lobb**

**Seconded by: Ed McGugan**

THAT the members move from the in-camera session back into the regular meeting.

(carried)

**Motion FA #100-21**

**Moved by: Kevin Freiburger**

**Seconded by: Roger Watt**

THAT the in-camera report be accepted.

(carried)



**Motion FA #101-21****Moved by: Alison Lobb****Seconded by: Megan Gibson**

THAT the in-camera minutes from the November 17, 2021 meeting be approved.

(carried)

**8. Consent Agenda**

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

- a) Revenue-Expenditure Report for October: Report #73-2021
- b) Correspondence for Members Information: Letter from MECP to the Town of Goderich.

The following motion was made:

**Motion FA #102-21****Moved by: Alvin McLellan****Seconded by: Anita van Hittersum**

THAT Report #73-2021 along with their respective recommended motions as outlined in the Consent Agenda be approved.

(carried)

**9. Maitland Source Protection Authority Meeting****Motion FA #103-21****Moved by: Megan Gibson****Seconded by: Ed McGugan**

THAT the members move in to the MSPA meeting.

(carried)

**Motion #104-21****Moved by: Anita van Hittersum****Seconded by: Alvin McLellan**

THAT MSPA meeting be adjourned and move back into regular session.

(carried)

**10. Adjournment - Next Meeting Date, Wednesday, January 26, 2022 at 7:00pm at the Wroxeter Hall**

**11. Adjournment of Members Meeting:**

The members meeting adjourned at 8:40pm with the following motion:

**Motion FA #105-21**

**Moved by: Matt Duncan**

**Seconded by: Megan Gibson**

THAT the Members Meeting be adjourned.

(carried)

A rectangular box containing a handwritten signature in black ink. The signature is cursive and appears to read "Dave Turton".

Dave Turton  
Chair

A handwritten signature in black ink that reads "Phil Beard".

Phil Beard  
General Manager /  
Secretary-Treasurer



## Grand River Conservation Authority

Summary of the General Membership Meeting – January 28, 2022

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

### Action Items

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

- GM-01-22-04 - Draft Inventory of Programs and Services - Requirement under Ontario Regulation 687/21
- GM-01-22-06 - Budget 2022 Draft #2
- GM-01-22-03 - Refuse Collection and Recycling RFP
- GM-01-22-08 - Speed River Hydraulic Model Development Contract Award - Stantec Consulting
- GM-01-22-C01 – Property Disposition - County of Brant (Closed agenda)

### Information Items

The Board received the following reports as information:

- Minutes of the Ad-Hoc Conservation Authorities Act Committee - January 14, 2022
- GM-01-22-05 - 2019-2021 Strategic Plan Update
- GM-01-22-01 - Cash and Investment Status
- GM-01-22-02 - Development, Interference with Wetlands and Alterations to Shorelines Regulation
- GM-01-22-07 - Current Watershed Conditions

### Correspondence

The Board received the following correspondence:

- The Honourable Greg Rickford, Minister of Northern Development, Mines, Natural Resources and Forestry Re: Flooding in British Columbia
- O:se Kenhionhata:tie Land Back Camp Re: GRCA Relations

### Delegations

The Board heard from the following delegations:

- Marco Coniglio, Jim Baker, and Tony Jackson regarding the Pheasant Hunt Program at Conestogo Lake Conservation Area

### Source Protection Authority

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

### Election of Officers

The board elects a chair and vice-chair each January to serve for the coming year.

- Chris White was acclaimed as Chair of the Grand River Conservation Authority for a second one-year term
- Susan Foxton was acclaimed as Vice-Chair of the Grand River Conservation Authority for a second one-year term

For full information, please refer to the [January 28 Agenda Package](#). Complete agenda packages and minutes of past meetings can be viewed on our [online calendar](#). The minutes of this meeting will be posted on our online calendar following the next meeting of the General Membership scheduled on February 25, 2022.

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



## Staff Report

**To:** Mayor and Members of Council Meeting of February 7, 2022  
**From:** Tammy Pringle, Development Clerk  
**Subject:** DC 2022-003, Consent Application B116-21 Richard Piller

### RECOMMENDATION

**THAT** Council of the Township of Wellington North receive DC Report 2022-003 being a report on Consent Application (Severance) B116-21 known as Part Lot 13, Concession 3 in the former Township of Arthur.

**AND FURTHER THAT** the Council of the Township of Wellington North supports consent application B116-21 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 consistent with By-Law 011-22;
- **THAT** the owner enter into an agreement apportioning future maintenance costs on the Lehman Municipal Drain; and the owner shall provide a \$500.00 deposit to cover the cost of the re-apportionment of the above mentioned drain;
- **THAT** driveway access can be provided to the retained lands to the satisfaction of the local municipality; and
- **THAT** the retained lands be rezoned to restrict residential development to the satisfaction of the local municipality and the County of Wellington Planning and Development Department

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

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

N/A

### BACKGROUND

The subject property is located in the North West quadrant of the Township and is geographically known as 7751 Sideroad 6 East, former Township of Arthur.

Proposed severance is 60m fr x 72m = 0.43 hectares, existing and proposed rural residential use with existing dwelling & shop. Together with a proposed hydro easement over retained to benefit severed parcel.

Retained parcel is 38 hectares with 1232m frontage, existing and proposed agricultural use.

### FINANCIAL CONSIDERATIONS

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

### ATTACHMENTS

- APPENDIX A:
  - Severance Sketch No. 30530-21 prepared by Jeffrey E. Buisman at Van Harten Surveying Inc., dated December 10, 2021.
- APPENDIX B:
  - Aerial View of Subject Lands
- APPENDIX C:
  - Jessica Rahim, Senior Planner  
Planning and Development Department, County of Wellington: Report

### STRATEGIC PLAN 2019 – 2022

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

Yes
  No
  N/A

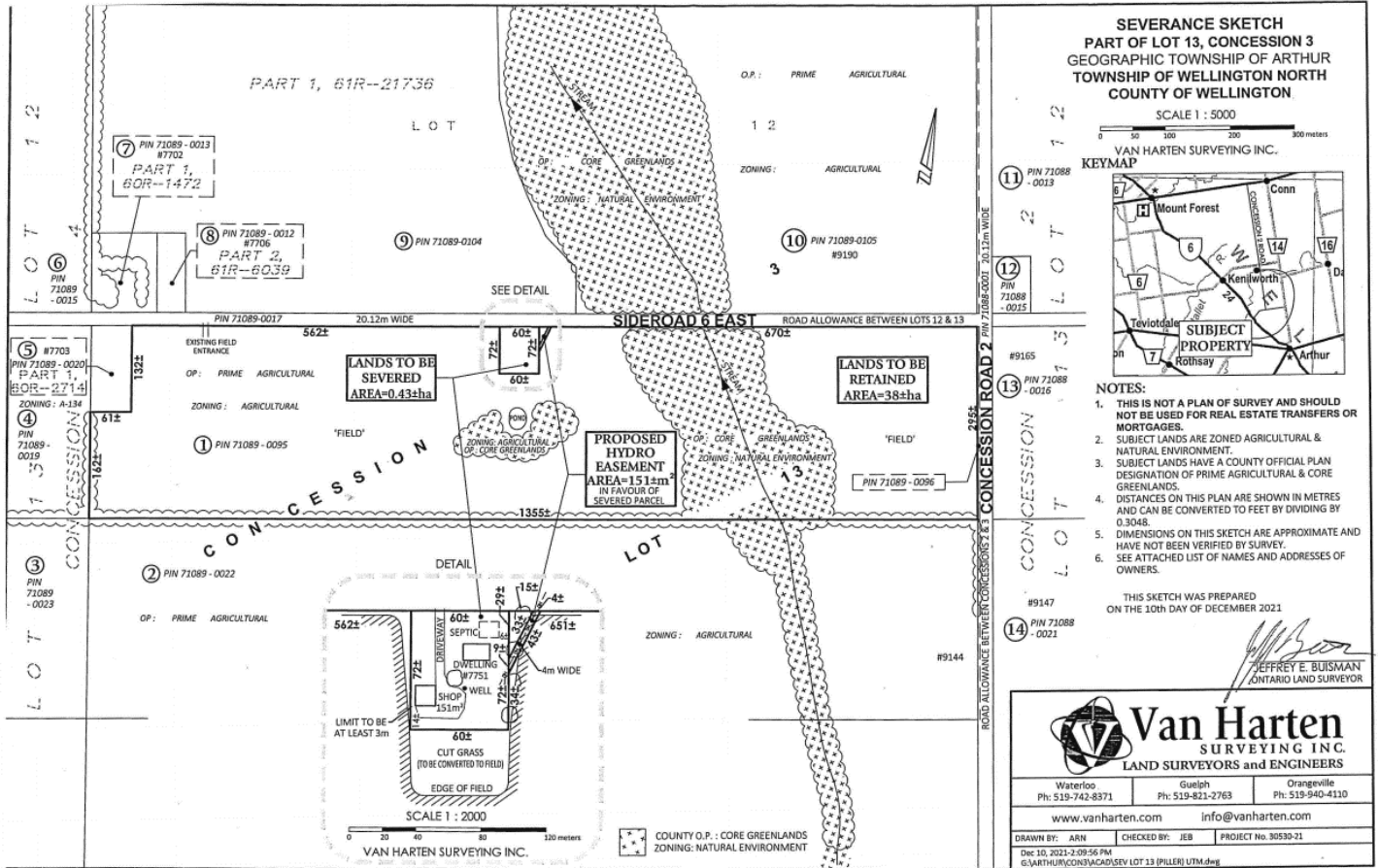
Which priority does this report support?

Modernization and Efficiency
  Partnerships  
 Municipal Infrastructure
  Alignment and Integration

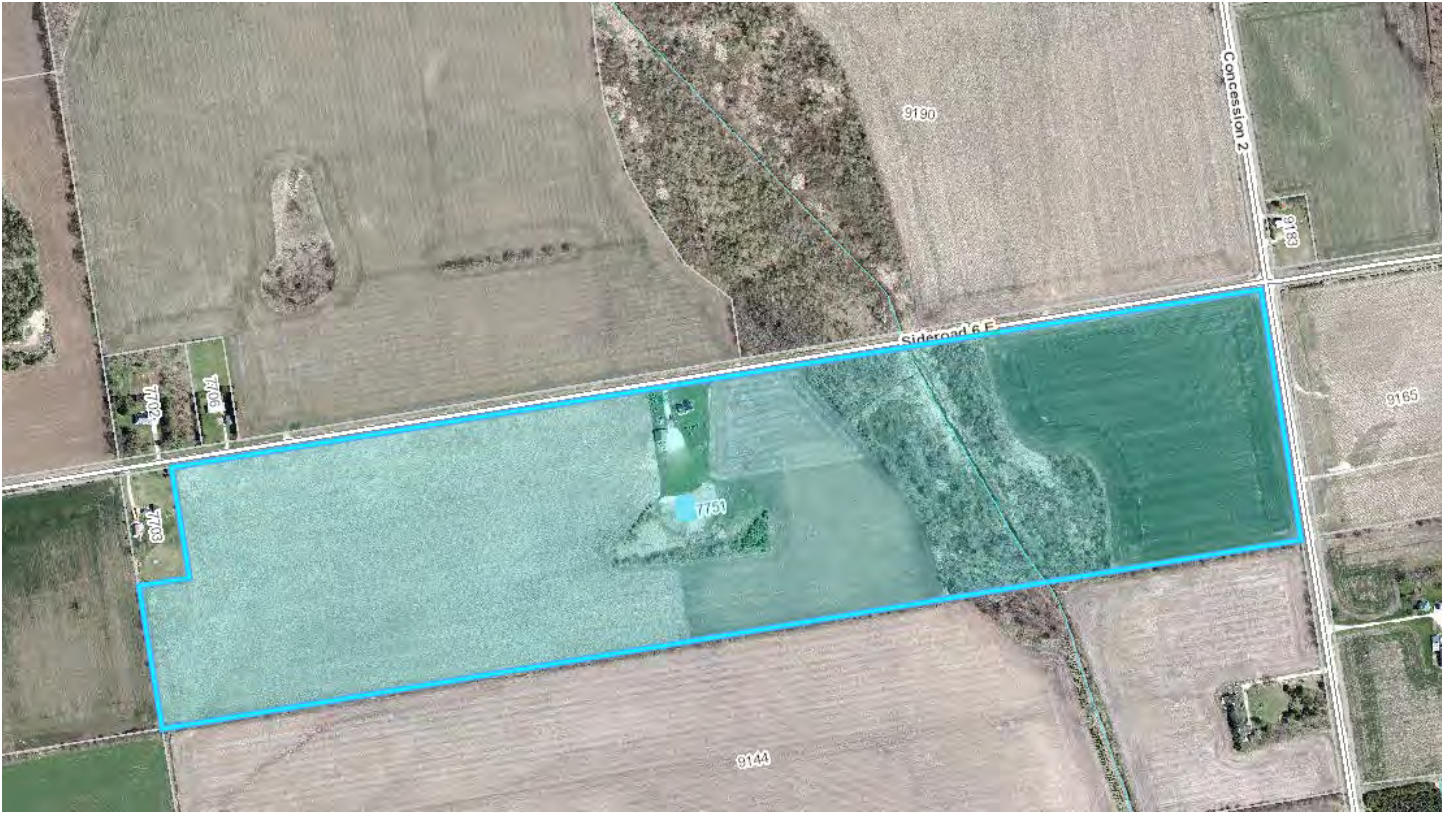
**Prepared By:** Tammy Pringle, Development Clerk *Tammy Pringle*

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

APPENDIX A – Severance Sketch



APPENDIX B – Aerial View of Subject Lands



## APPENDIX C – Planning Report



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

<b>Application</b>	B116/21
<b>Location</b>	Part Lot 13, Concession 3 TOWNSHIP OF WELLINGTON NORTH (ARTHUR TWP)
<b>Applicant/Owner</b>	Richard Piller

**PRELIMINARY PLANNING OPINION:** This application would sever a 0.43 ha (1.04 ac) rural residential parcel with an existing dwelling and shop. A vacant 38 ha (93.9 ac) agricultural parcel would be retained. This application is being submitted under the surplus farm dwelling policies. This application also proposes a hydro easement over the retained lands in order to benefit the severed parcel.

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

- a) That driveway access can be provided to the retained lands to the satisfaction of the local municipality; and
- b) That the retained lands be rezoned to restrict residential development to the satisfaction of the local municipality and the County of Wellington Planning and Development Department.

**PLACES TO GROW:** No issues

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

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

Section 2.3.4.1 c) further states that “the new lot will be limited to a minimum size needed to accommodate the use and appropriate sewage and water services; and the planning authority ensures that new residential dwellings are prohibited on any remnant parcel of farm land created by the severance.”

With regards to Minimum Distance Separation (MDS), the setback applicable to surplus farm dwelling severances are only applied to livestock structures that remain with the retained, agricultural lands.

**WELLINGTON COUNTY OFFICIAL PLAN:** The subject property is designated PRIME AGRICULTURAL and CORE GREENLANDS. The identified environmental features are wetlands regulated by GRCA. According to Section 10.3.4, a severance may be considered for an existing residence that is surplus to a farming operation as a result of farm consolidation, provided that:

- a) the remaining vacant farmland is large enough to function as a significant part of the overall farm unit; and
- b) the result of removing the surplus dwelling from the farm does not render the remaining farmlands difficult or inefficient to farm; and
- c) the amount of good farmland retained with the surplus house is kept to a minimum size needed for residential purposes, taking into consideration environmental and topographic features; and
- d) the surplus residence is habitable and is not expected to be demolished by a future owner; and
- e) the Minimum Distance Separation formula will be met; and
- f) the vacant parcel of farmland is rezoned to prohibit a residential use.

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.”



With respect to the above criteria, we are satisfied that this application conforms to criteria a), b), c), d) and e). Item f) can be addressed as a condition of approval.

In terms of the overall farm operation, we have been provided with a farm information form including a list of other farm holdings owned by the applicants, which demonstrates that this application would constitute a farm consolidation.

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



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

**LOCAL ZONING BY-LAW:** The subject property is currently zoned Agricultural (A) Zone and Natural Environment (NE). Section 8.2.1 b) permits for new lots created by consent, shall be deemed to comply with the lot frontage and lot area regulations of Section 8.21 and 8.22. Therefore, both the severed and retained parcel meet the minimum lot area and frontage requirements of the Agricultural (A) zone.

**SITE VISIT INFORMATION:** The subject property has not been visited at the time of writing these comments.

A handwritten signature in black ink, appearing to read 'Jessica Rahim', written over a horizontal line.

Jessica Rahim  
Senior Planner  
February 1, 2022



## Staff Report

**To:** Mayor and Members of Council Meeting of February 7, 2022

**From:** Tammy Pringle, Development Clerk

**Subject:** DC 2022-004, Consent Application B3-22 St. John's Evangelical Lutheran Church

### RECOMMENDATION

**THAT** Council of the Township of Wellington North receive DC Report 2022-004 being a report on Consent Application (Severance) B3-22 known as Part of Park Lot 1, W/S of Main St and E/S of Foster St, Plan of the Town of Mount Forest.

**AND FURTHER THAT** Council recommend deferral until the applicant can provide further details regarding the proposal for the severed lands and how the site can function accordingly;

**AND FURTHER THAT** should the Planning & Land Division Committee approve the consent as proposed on application B3-22, the following matters are to be addressed as conditions of approval:

- **THAT** the Owner satisfy all the requirements of the local municipality, financial and otherwise (included but not limited to Taxes paid in Full; a Fee of \$130.00 for Township Clearance Letter of conditions — or whatever fee is applicable at the time of clearance under the municipal Fees and Charges by-law) which the Township of Wellington North may deem to be necessary at the time of issuance of the Certificate of Consent for the proper and orderly development of the subject lands;
- **THAT** the Owner satisfy the requirements of the Township of Wellington North in reference to parkland dedication consistent with By-Law 011-22;
- **THAT** servicing can be accommodated on the severed lands to the satisfaction of the local municipality;
- **THAT** the Owner provide to the satisfaction of the municipality a service cross section (hydro, gas, drinking water, sanitary, storm, telecom, etc.) that works within the 6m driveway entrance;
- **THAT** driveway access can be provided to the severed lands to the satisfaction of the local municipality;
- **THAT** zoning compliance is achieved on the severed parcel to the satisfaction of the local municipality and County of Wellington Planning Department;
- **THAT** the Owner satisfy the local municipality with respect to a traffic impact assessment; and
- **THAT** the Owner satisfy the municipality related to emergency services access to the property.

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

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

N/A

#### **BACKGROUND**

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

Proposed severance is 0.22 hectares with 6m frontage, vacant land for proposed apartment building.

Retained parcel is 0.86 hectares with 48m frontage, existing and proposed institutional use with existing church.

The applicant has indicated that the proposed use for the vacant severed parcel is for a 16 unit, 2 storey apartment building.

Township staff have indicated concerns with a single point of access (entry/exit) with only a 6m entrance for safe emergency services access and utility servicing to the proposed severed parcel, indicated on the attached sketch. Note-OPSD 350.010 says apartment entrances two way to be min 7.2m (max 12m).

Additionally, staff have concerns about the impact of a development of this size on the safe flow of pedestrian and automobile traffic on Main Street North. This is a very busy street and the proposal is in close proximity to the Mount Forest fire station, Operations facility and another apartment building currently under construction that will have tenants entering and exiting on to Main Street North. The recommended deferral of this application would afford the applicant an opportunity to address these concerns.

If the Planning & Land Division Committee chooses to approve the consent, staff have suggested conditions to ensure local areas of concern are addressed.

#### **FINANCIAL CONSIDERATIONS**

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

#### **ATTACHMENTS**

- APPENDIX A:
  - Severance Sketch No. 30756-21 prepared by Jeffrey E. Buisman at Van Harten Surveying Inc., dated January 6, 2022.
- APPENDIX B:
  - Aerial View of Subject Lands
- APPENDIX C:
  - Jessica Rahim, Senior Planner  
Planning and Development Department, County of Wellington: Report

**STRATEGIC PLAN 2019 – 2022**

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

Yes

No

N/A

Which priority does this report support?

Modernization and Efficiency

Partnerships

Municipal Infrastructure

Alignment and Integration

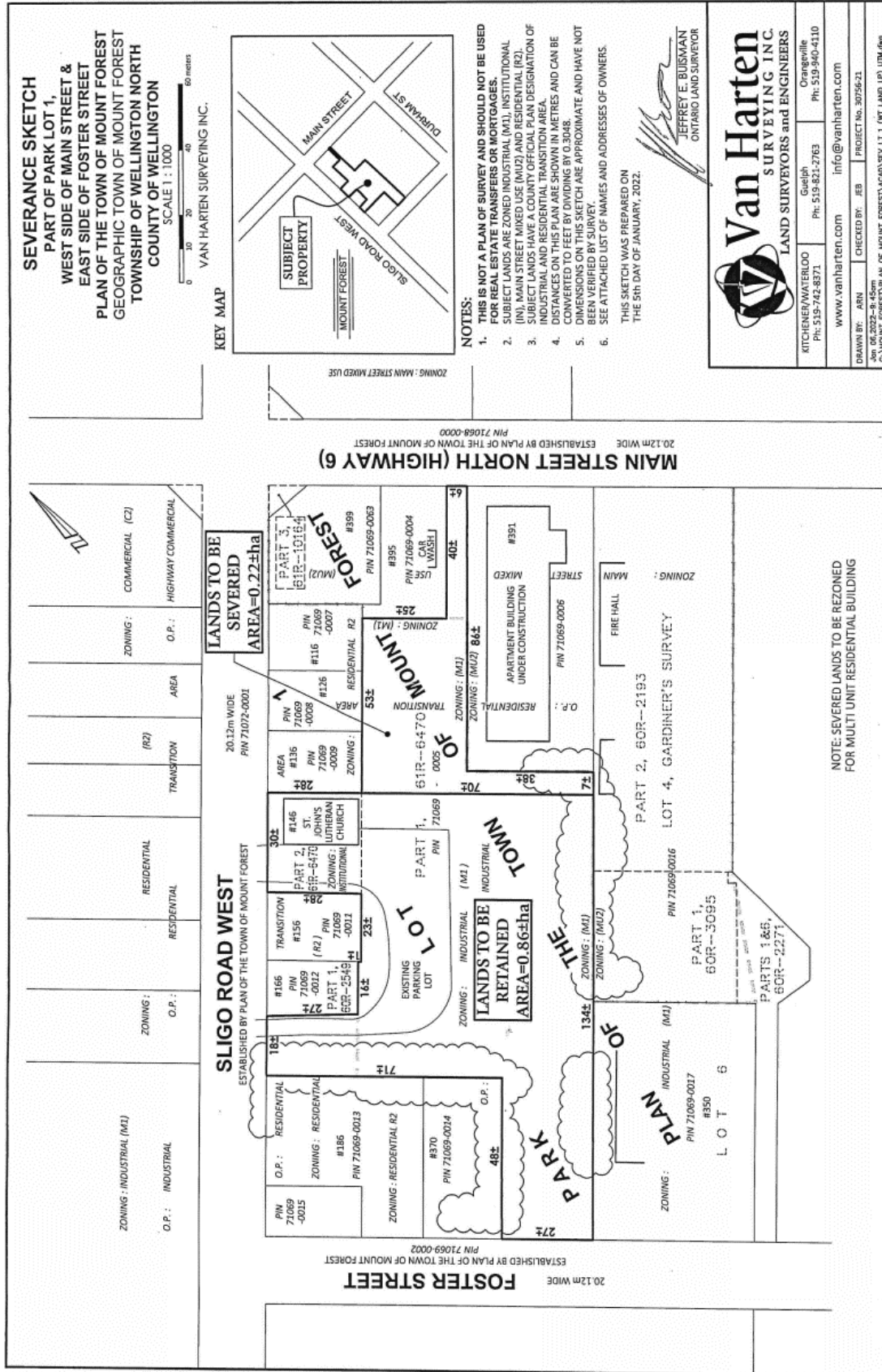
**Prepared By:** Tammy Pringle, Development Clerk

*Tammy Pringle*

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

*Michael Givens*

APPENDIX A – Severance Sketch



APPENDIX B – Aerial View of Subject Lands



## APPENDIX C – Planning Report



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

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

**PRELIMINARY PLANNING OPINION:** This application would sever a 0.22 ha (0.54 ac) vacant lot for a propped apartment building in the Urban Centre of Mount Forest. The retained parcel is 0.86 ha (2.13 ac) in size with an existing church.

We would request that this application be deferred at this time as staff require more information regarding the proposal for the severed lands and how the site can function accordingly.

Should provisional approval be granted, we would ask that the following be made conditions of approval:

- a) That servicing can be accommodated on the severed lands to the satisfaction of the local municipality;
- a) That driveway access can be provided to the severed lands to the satisfaction of the local municipality; and
- b) That zoning compliance is achieved on the severed parcel to the satisfaction of the local municipality and County of Wellington Planning Department.

**A PLACE TO GROW:** No issues.

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

Guideline #36 of the MDS document specifies that MDS I setbacks are not required for proposed land use changes, including consents, within approved settlement areas.

**WELLINGTON COUNTY OFFICIAL PLAN:** The subject property is designated as INDUSTRIAL and RESIDENTIAL TRANSITION within the urban centre of Mount Forest according to Schedule A6-1 of the Official Plan. Section 10.6.2 states that new lots may be created in Urban Centres provided that the land will be appropriately zoned.

The matters under Section 10.1.3 were also considered including "a) that any new lots will be consistent with official plan policies and zoning regulations". b) "that all lots can be adequately serviced with water, sewage disposal, fire protection...". d) "that all lots have safe driveway access to an all-season maintained public road..." item l) "that the proposed lots and uses are compatible with and designed to minimize adverse impacts on surrounding uses", and item k) "that the size and shape of the proposed lots is suitable, including frontage, area and the proportion of frontage to depth".

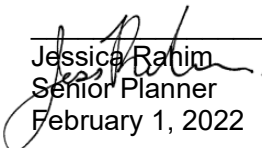
Both Local and County Planning Staff have concerns with the proposed severance application. Staff have concerns with the 6 m entrance for safe fire access and servicing to the proposed severed parcel. Staff are recommending deferral until the applicant can provide additional information on the proposed development and how it will function on the subject lands.

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

The applicant has indicated that the proposed use for the vacant severed parcel is for a 16 unit, 2 storey apartment building. A zoning by-law amendment will be required for the proposed multi-unit residential building being proposed on the severed parcel. The retained parcel has an existing church that will remain on the subject lands.

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

**SITE VISIT INFORMATION:** The subject property was not visited at the time of preparing these comments.

  
 Jessica Rahim  
 Senior Planner  
 February 1, 2022



## Staff Report

**To:** Mayor and Members of Council Meeting of February 7, 2022  
**From:** Tammy Pringle, Development Clerk  
**Subject:** DC 2022-005, Consent Application B4-22 Timothy & Susan Ziegler

### RECOMMENDATION

**THAT** Council of the Township of Wellington North receive DC Report 2022-005 being a report on Consent Application (Severance) B4-22 known as Lot 9, E/S Arthur St., Plan Town of Mount Forest.

**AND FURTHER THAT** the Council of the Township of Wellington North supports consent application B4-22 as presented with the following conditions:

- **THAT** the Owner satisfy all the requirements of the local municipality, financial and otherwise (included but not limited to Taxes paid in Full; a Fee of \$130.00 for Township Clearance Letter of conditions — or whatever fee is applicable at the time of clearance under the municipal Fees and Charges by-law) which the Township of Wellington North may deem to be necessary at the time of issuance of the Certificate of Consent for the proper and orderly development of the subject lands;
- **THAT** the Owner satisfy the requirements of the Township of Wellington North in reference to parkland dedication consistent with By-Law 011-22;
- **THAT** servicing can be accommodated on the severed lands to the satisfaction of the local municipality; and
- **THAT** the Owner satisfy the local municipality with respect to acceptable handling of the Township easement that currently crosses this property.

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

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

N/A

### BACKGROUND

The subject property is located in the South West quadrant of the Town of Mount Forest and is geographically known as 430 Arthur Street. The land is zoned (R1B) Low Density Residential Zone.

Proposed severance is 15m fr x 56.9m = 853 square meters, existing and proposed urban residential use.



Retained parcel is 21.4m x 56.9m – 1218 square meters, existing and proposed urban residential use with existing dwelling and shed.

<b>FINANCIAL CONSIDERATIONS</b>
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The municipality will realize \$130.00 in clearance fees and parkland dedication consistent with By-law No. 011-22.

<b>ATTACHMENTS</b>
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- APPENDIX A:
  - Severance Sketch No. 30578-21 prepared by Jeffrey E. Buisman at Van Harten Surveying, dated January 6, 2022.
- APPENDIX B
  - Aerial View of Subject Lands
- APPENDIX C:
  - Jessica Rahim, Senior Planner  
Planning and Development Department, County of Wellington: Report

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

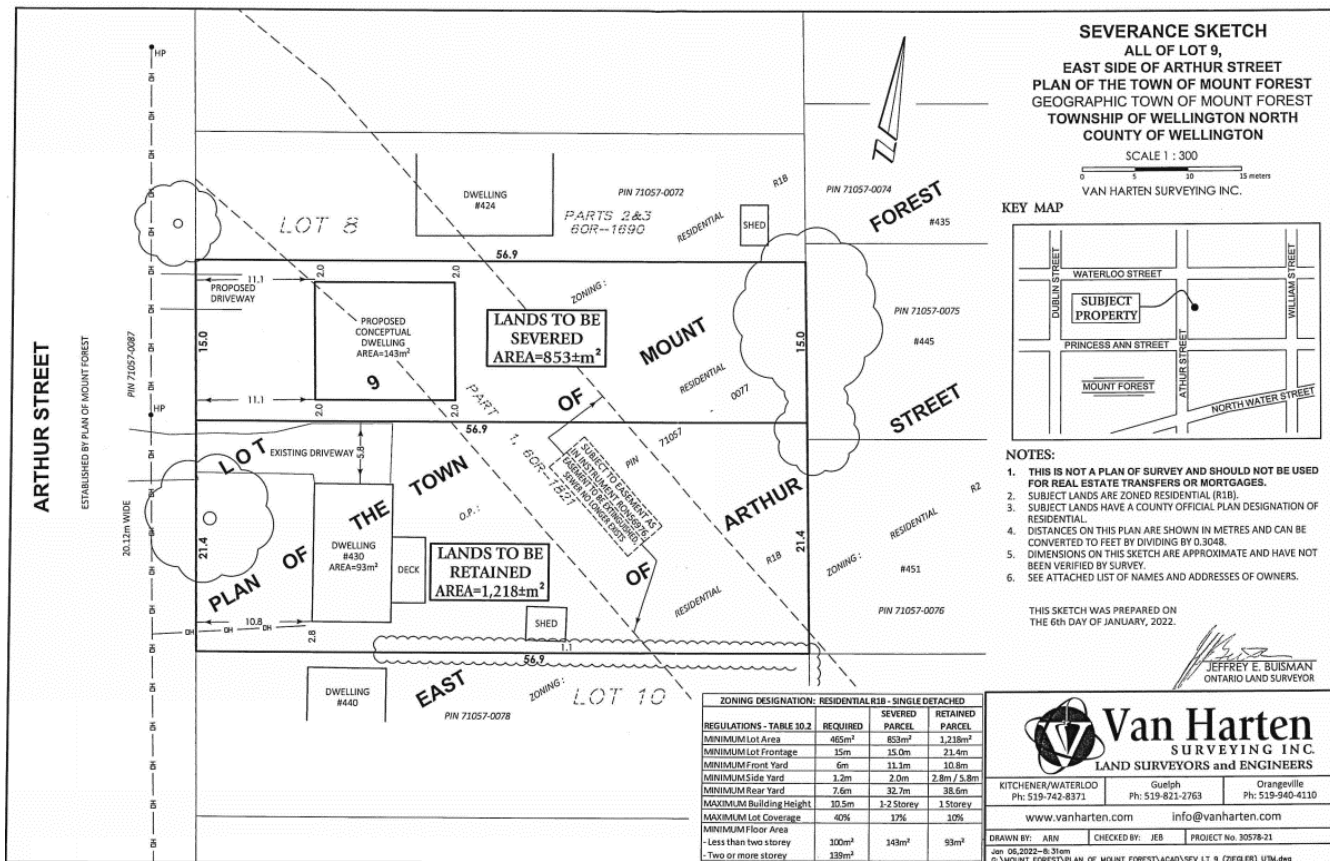
Yes
  No
  N/A

Which priority does this report support?

Modernization and Efficiency
  Partnerships  
 Municipal Infrastructure
  Alignment and Integration

<b>Prepared By:</b>	Tammy Pringle, Development Clerk	<i>Tammy Pringle</i>
<b>Recommended By:</b>	Michael Givens, Chief Administrative Officer	<i>Michael Givens</i>

### APPENDIX A – Severance Sketch



APPENDIX B – Aerial View of Subject Lands



## APPENDIX C – Planning Report



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

<b>Application</b>	B4/22
<b>Location</b>	Lot 9, E/S Arthur S., Plan Town of Mount Forest TOWNSHIP OF WELLINGTON NORTH (MT. FOREST)
<b>Applicant/Owner</b>	Timothy & Susan Ziegler

**PRELIMINARY PLANNING OPINION:** This application would sever an 853 sq m (0.21 ac) vacant residential lot in the Urban Centre of Mount Forest. The retain parcel is approximately 1,218 sq m (0.3 ac) in size with an existing dwelling and shed.

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

- That servicing can be accommodated on the severed lands to the satisfaction of the local municipality; and
- That driveway access can be provided to the severed lands to the satisfaction of the of the appropriate road authority.

**A PLACE TO GROW:** No issues.

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

Guideline #36 of the MDS document specifies that MDS I setbacks are not required for proposed land use changes, including consents, within approved settlement areas.

**WELLINGTON COUNTY OFFICIAL PLAN:** The subject property is designated as RESIDENTIAL and located within the urban centre of Mount Forest according to Schedule A6-1 of the Official Plan. Section 10.6.2 states that new lots may be created in Urban Centres provided that the land will be appropriately zoned.


The subject property is currently zoned Low Density Residential (R1B) with an existing single detached dwelling on the subject property. The proposed new lot is already appropriately zoned and would meet the minimum lot area and frontage requirements for a single detached dwelling.

The matters under Section 10.1.3 were also considered including “a) that any new lots will be consistent with official plan policies and zoning regulations”. b) “that all lots can be adequately serviced with water, sewage disposal...”. item d) “that all lots have safe driveway access to an all-season maintained public road...” and item l) “that the proposed lots and uses are compatible with and designed to minimize adverse impacts on surrounding uses”.

**LOCAL ZONING BY-LAW:** The subject property is currently zoned Low Density Residential (R1B) zone. The R1B zone permits a single detached residential unit. Both the retained and severed lands meet the minimum lot area and frontage requirements for a single detached dwelling in the R1B zone.

**WELL HEAD PROTECTION AREA:** The subject property is partially located within a Wellhead Protection Area D with a vulnerability score of 6.

**SITE VISIT INFORMATION:** The subject property was not visited at the time of writing these comments.

  
 Jessica Rahim  
 Senior Planner  
 February 1, 2021



## Staff Report

**To:** Mayor and Members of Council Meeting of February 7, 2022  
**From:** Tammy Pringle, Development Clerk  
**Subject:** DC 2022-006, Consent Application B6-22 Wagram Corporation

### RECOMMENDATION

**THAT** Council of the Township of Wellington North receive DC Report 2022-006 being a report on Consent Application (Lot Line Adjustment) B6-22 known as Part Lot 19, Concession 10 in the former Township of Arthur.

**AND FURTHER THAT** the Council of the Township of Wellington North supports consent application B6-22 as presented with the following conditions:

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

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

N/A

### BACKGROUND

The subject property is located in the South West quadrant of the Township and is geographically known as 7049 Sideroad 7 W and 8927 Concession 11, former Township of Arthur. The lands are zoned (A) Agricultural and (NE) Natural Environment.

Proposed lot line adjustment is 10.5 hectares with 299m frontage, managed forest and natural environment to be added to abutting rural residential lot – Terence Rothwell.

Retained parcel is 68.6 hectares with 122.5m frontage existing and proposed agricultural and rural residential use with existing dwelling, 3 farm buildings.

### FINANCIAL CONSIDERATIONS

The municipality will realize \$130.00 in clearance fees.

### ATTACHMENTS

- APPENDIX A:
  - Severance Sketch No. 161660700 prepared by Jeremy C. E. Matthews at Stantec Geomatics Ltd. dated November 17, 2021.

- APPENDIX B:
  - Aerial View of Subject Lands
- APPENDIX C:
  - Jessica Rahim, Senior Planner  
Planning and Development Department, County of Wellington: Report

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

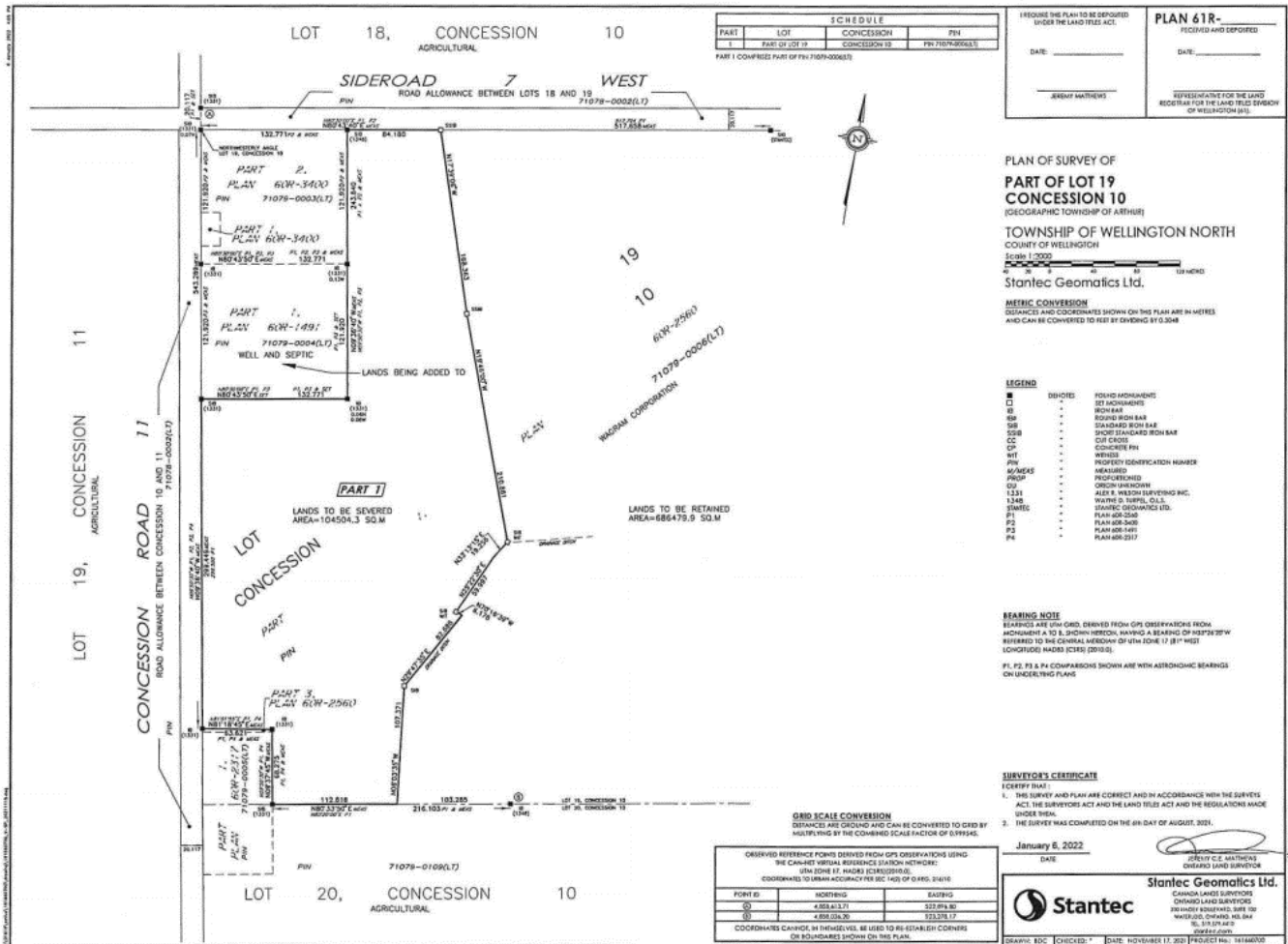
Yes                       No                       N/A

Which priority does this report support?

Modernization and Efficiency                       Partnerships  
 Municipal Infrastructure                                       Alignment and Integration

<b>Prepared By:</b>	Tammy Pringle, Development Clerk	<i>Tammy Pringle</i>
<b>Recommended By:</b>	Michael Givens, Chief Administrative Officer	<i>Michael Givens</i>

APPENDIX A – Severance Sketch



SCHEDULE		
PAGE	LOT	CONCESSION
1	PART OF LOT 19	CONCESSION 10
PART 1 COMPRISES PART OF PN 71079-0006(LT)		

IF YOU ARE THE PLAN TO BE REPOSESSOR UNDER THE LAND TITLE ACT:

DATE: \_\_\_\_\_

JERRY MATTHEWS

**PLAN 61R-**  
REGISTERED AND EXPLORED

DATE: \_\_\_\_\_

SURVEYOR FOR THE LAND RECTOR FOR THE LAND TITLE DIVISION OF WELLINGTON (S)

PLAN OF SURVEY OF  
**PART OF LOT 19  
CONCESSION 10**  
(GEOGRAPHIC TOWNSHIP OF ARTHUR)  
TOWNSHIP OF WELLINGTON NORTH  
COUNTY OF WELLINGTON  
Scale 1:2000  
Stantec Geomatics Ltd.

**METRIC CONVERSION**  
DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048

**LEGEND**

SYMBOL	DESCRIPTION
□	BOUNDARY MARKINGS
○	SET MARKINGS
■	IRON BAR
□	WOODEN BOUNDARY MARK
□	STANDARD BOUNDARY MARK
□	GRADE STAKE/CAIRN BOUNDARY MARK
□	CUR CROSS
□	CONCRETE PIN
□	WELLS
□	PROPERTY IDENTIFICATION NUMBER
□	MEASURED
□	PROPOSED
□	CREW MARKINGS
□	ALAN R. WELSH SURVEYING INC.
□	WAYNE D. SUPPL. O.L.S.
□	STANTEC GEOMATICS LTD.
□	PLAN JOB 2048
□	PLAN JOB 2049
□	PLAN JOB 1011
□	PLAN JOB 2017

**BEARING NOTE**  
BEARINGS ARE UTM GRID, DERIVED FROM GPS OBSERVATIONS FROM ANCHORAGE A TO B, CROWN-HERRICK, HAVING A BEARING OF 107°07'27" WEST REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 17 (81° WEST LONGITUDE) HAZARD CODE (2015).

P1, P2, P3 & P4 COMPASSINGS SHOWN ARE WITH ASTROGNOMIC BEARINGS ON UNDERLYING PLANS

**SURVEYOR'S CERTIFICATE**  
I CERTIFY THAT:  
1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEY ACT, THE SURVEYORS ACT AND THE LAND TITLE ACT AND THE REGULATIONS MADE UNDER THEM.  
2. THE SURVEY WAS COMPLETED ON THE 08-DAY OF AUGUST, 2021.

January 6, 2022  
DATE: \_\_\_\_\_  
JERRY C.E. MATTHEWS  
REGISTERED LAND SURVEYOR

**Stantec Geomatics Ltd.**  
CANADA LAND SURVEYORS  
ONTIARIO LAND SURVEYORS  
PROPERTY SURVEYORS  
100 WATERLOO, ONTARIO, N2L 1B4  
TEL: 519-774-4475  
WWW.STANTEC.COM

DRAWING: BDC CHECKED: \* DATE: NOVEMBER 11, 2021 PROJECT No.: 1146400

**GRID SCALE CONVERSION**  
DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.99946.

OBSERVED REFERENCE POINTS DERIVED FROM GPS OBSERVATIONS USING THE CANADIAN NATIONAL REFERENCE EARTH MODEL (NAD 83) WITH ZONE 17, HAZARD CODE (2015).

POINT ID	NORTHING	EASTING
①	4 858 413.71	527 874.80
②	4 858 024.26	527 276.17

COORDINATES SHOWN IN METRES AND ARE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

APPENDIX B – Aerial View of Subject Lands





## APPENDIX C – Planning Report



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

<b>Application</b>	B6/22
<b>Location</b>	Part Lot 19, Concession 10 TOWNSHIP OF WELLINGTON NORTH (Arthur Twp)
<b>Applicant/Owner</b>	Wagram Corporation

**PRELIMINARY PLANNING OPINION:** This application for a proposed lot line adjustment would sever 10.5 ha (25.94 ac) of vacant land and merge it with an abutting rural residential parcel located at 8927 Concession 11, approximately 0.8 ha (1.97 ac) in size which contains an existing dwelling. A 68.6 ha (169.5 ac) agricultural parcel with an existing dwelling and three (3) farm buildings is retained.

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

- That the purchasers take title of the severed and retained lands in the same manner as they hold their abutting land;
- That Subsection 50(3) of the Planning Act, R.S.O., 1990 be applied to any subsequent conveyance or any transaction involving the parcel of land that is the subject of this Consent;
- That any concerns of the Conservation Authority be adequately addressed.

**A PLACE TO GROW:** No issue.

**PROVINCIAL POLICY STATEMENT (PPS):** Section 2.3.4.2 states “Lot line adjustments in prime agricultural areas may be permitted for legal or technical reasons”. Planning staff have no MDS concerns.

**WELLINGTON COUNTY OFFICIAL PLAN:** The subject property is designated PRIME AGRICULTURAL, CORE GREENLANDS and GREENLANDS. The identified environmental features include a provincially significant wetland, wetlands and significant wooded area.

Within the Official Plan, lot line adjustments may be permitted for legal or technical reasons, including minor boundary adjustments. Section 10.3.5 of the County Official Plan further identifies that:

Lot line adjustments are permitted where no adverse effect on agriculture will occur where:

- Two abutting farms are merged and an existing farm residence is made surplus to the resulting enlarged farm parcel;
- More viable agricultural operations will result;
- An undersized lot is made more usable given the requirement for appropriate sewer and water systems.


Lot line adjustments are deemed not to create new lots for the purposes of this Plan.

The matters under Section 10.1.3 were also considered.

**WELL HEAD PROTECTION AREA:** The subject property is not located within a well protection zone.

**LOCAL ZONING BY-LAW:** The subject property is zoned Agricultural (A) and Natural Environment (NE). Once merged, the severed and the retained lands meet the minimum lot area and lot frontage requirements of the by-law. Setbacks from the NE zone for new buildings or structures would apply if new buildings or additions are proposed in the future.

**SITE VISIT INFORMATION:** The subject property was not visited at the time of writing these comments.

  
 Jessica Rahim  
 Senior Planner  
 February 1, 2022



Town of Grand Valley  
5 Main Street North  
GRAND VALLEY ON L9W 5S6  
Tel: (519) 928-5652  
Fax: (519) 928-2275  
[www.townofgrandvalley.ca](http://www.townofgrandvalley.ca)

## NOTICE OF COMPLETE APPLICATION & STATUTORY PUBLIC MEETING FOR A CONSENT TO SEVER and ZONING BY-LAW AMENDMENT APPLICATIONS

The Municipal Council of the Town of Grand Valley will hold a meeting to consider the following applications:

<b>Application Number:</b>	B01-2022 (Consent) and Z01-2022 (Zoning)
<b>Date of Meeting:</b>	Tuesday February 22, 2022
<b>Time:</b>	11:00 AM
<b>Meeting Location:</b>	<p><b>Online Only</b></p> <p><b>In consideration of the current COVID-19 Provincial and Public Health orders, in-person attendance at this Council meeting will not be permitted.</b></p> <ul style="list-style-type: none"><li>• Members of the public can access a copy of the agenda from the Town of Grand Valley website: <a href="http://www.townofgrandvalley.ca">www.townofgrandvalley.ca</a>.</li><li>• Questions for Council or Correspondence related to public meeting business and Requests to Address Council during the public meeting must be submitted to the Clerk before 9:00 a.m. on the day of the meeting, via email at <a href="mailto:mail@townofgrandvalley.ca">mail@townofgrandvalley.ca</a> or telephone at 519-928-5652.</li><li>• Members of the public who wish to observe the meeting online may request login credentials by calling the Town office the day before or the day of the meeting before 9:30 a.m. (519-928-5652).</li></ul>
<b>Owner:</b>	BH AGRI LTD.
<b>Location:</b>	241010 Concession Road 2-3 Roll #103800

Dated: January 31, 2022  
Meghan Townsend, Clerk – Treasurer  
TOWN OF GRAND VALLEY



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<b>Purpose and Effect of the Amendment:</b>	A Consent to sever and a Zoning By-law Amendment to facilitate a Surplus Farm Dwelling Severance.
<p>The application can be viewed on the Town's website under Current and Approved Applications – <b>BH AGRI Ltd. 241010 Concession Road 2-3</b> (B01-2022 &amp; Z01-2022), via this link:</p> <p><a href="https://www.townofgrandvalley.ca/en/doing-business/current-and-approved-applications.aspx">https://www.townofgrandvalley.ca/en/doing-business/current-and-approved-applications.aspx</a>.</p> <p><b>A Location Map and Survey Sketch are included with this Notice.</b></p>	

**NOTES:**

1. You or your representative are entitled to attend this meeting to express your views on this application. If you do not attend and are not represented at this meeting, Council may proceed in your absence.
2. If a person or public body does not make oral submissions at a public meeting or make written submissions to The Council of the Corporation of the Town of Grand Valley before the by-law is passed or decision is rendered, the person or public body is not entitled to appeal the decision of The Council of the Corporation of the Town of Grand Valley to the Local Planning Appeal Tribunal.
3. If a person or public body does not make oral submissions at a public meeting or make written submissions to the Council of the Corporation of the Town of Grand Valley before the by-law is passed or decision is rendered, the person or public body may not be added as a party to the hearing of an appeal before the Local Planning Appeal Tribunal unless, in the opinion of the Board, there are reasonable grounds to do so.
4. **Any written comments/objections submitted to the Town of Grand Valley regarding this application which are being processed under the *Planning Act 1990*, will form part of the public record, and will be made public as part of the application process.**
5. The Planning Report will be available after 4:30 PM on Thursday February 17, 2022, on the Town's Website at: <https://calendar.townofgrandvalley.ca/Council>
6. For further information or to submit comments please contact the Town Planner Mark Kluge via email at [mkluge@townofgrandvalley.ca](mailto:mkluge@townofgrandvalley.ca).

Dated: January 31, 2022  
Meghan Townsend, Clerk – Treasurer  
TOWN OF GRAND VALLEY



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## LOCATION MAP



Dated: January 31, 2022  
 Meghan Townsend, Clerk – Treasurer  
 TOWN OF GRAND VALLEY





**WELLINGTON NORTH**  
SEMPER PORRO

## Staff Report

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

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

**Subject:** EDO 2022-006 Wellington North Farmers Market 2022 Season

### RECOMMENDATION

**THAT** the Council of the Corporation of the Township of Wellington North receive the Economic Development Officer Wellington North Farmers Market (WNFM) report EDO 2022-006,

**AND FURTHER THAT** Council approve the WNFM Roles and Responsibilities Agreement with the Victory Church and Community Centre,

**AND FURTHER THAT** Council direct staff to prepare the necessary temporary road closure permit application for each Saturday from June 25<sup>th</sup> to Sept. 24<sup>th</sup>, from 8:30am to noon, for the portion of 320 King St. E at the Fairgrounds entrance in Mount Forest.

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

EDO 2016-007 dated February 17<sup>th</sup>, 2016.

EDO 2018-019 dated May 7<sup>th</sup>, 2018.

EDO 2021-008 dated March 8<sup>th</sup>, 2021.

EDO 2017-011 dated March 27<sup>th</sup>, 2017

EDO 2020-003 dated February 24<sup>th</sup>, 2020

### BACKGROUND

Since 2014 the WNFM has proven to be a popular destination and has grown to become one of the best Farmers Markets in the area. In a large part the success of our Market is due to the contribution of Harry Engel, who has been our Market Manager since the beginning and is continuing with us in 2022.

The purpose of a Farmers' Market is to market local farm and agriculture products and to improve production of, stimulate public interest in, and increase consumption of local products. It is also the intent of the market to be community oriented – be dynamic, friendly and reflect our community's personality. A Farmers Market is only as successful as our vendors, and we have amazing vendors that come every Saturday with tremendous produce and products. The Wellington North Farmers' Market is strict with our rules & regulations and all vendors must complete an application and sign that they have read and will abide by the rules and regulations of the Wellington North Farmers' Market. Food and produce vendors are also subject to a Public Health application process and inspection.

Five local sponsors also support the Farmers' Market including, Forest Physiotherapy, 88.7 The River, MARCC Apparel, Taste Real and the Victory Church who act as the primary sponsor and contribute volunteer hours and venue amenities.

The Wellington North Farmers Market is a registered member of Farmers' Market Ontario (FMO) and Market Manager Harry, has completed the required programs and obtained his Market Manager certification from FMO. Harry also attends the Farmers Market Ontario annual 2-day Symposium and Annual General Meeting in February in conjunction with the Ontario Fruit and Vegetable Convention. This year the events theme is Connect, Learn & Grow, and features a great lineup of educational sessions, trade show exhibitors and networking opportunities with fellow market managers. The AGM is an opportunity to provide input into the strategic direction as well as key decisions facing farmers' markets across the province.

In 2022 our Market will be entering its ninth season and will once again operate on Saturday mornings. Location is the same as last year which is the parking lot at the Victory Community Centre. The market will open from 8:30am until noon from Saturday June 25<sup>th</sup> to Saturday Sept. 24<sup>th</sup>. During our two "Shop Local Sidewalk Saturday" celebrations the Market will move to Main Street, and we hope to encourage local talent/entertainment to perform at the Market. Vendor fees will remain the same as 2021 and we expect most of last year's vendors to return. We also have some new vendors registering including the LMH Hospital Auxiliary who plan on providing coffee and baked goods.

We are anticipating the Public Health requirements will be similar as last year however the Wellington North Farmers Market will adapt and abide by all the Public Health protocols in place at that time. Registration details and other information as it relates to the Farmers Market can be found at <https://www.simplyexplore.ca/farmers-market.html> or by going to our Facebook page [@wellingtonnorthfarmersmarket](https://www.facebook.com/wellingtonnorthfarmersmarket)

## FINANCIAL CONSIDERATIONS

Our Market Manager position is a volunteer position, and the Victory Community Centre provide the space free of charge. In 2022 the Economic Development Office hopes to once again be successful with the Canada Summer Grants Program and recruit a Summer Student, (last year we had Kendra Tisdale) to provide social media and other support to the market.

Vendors who require hydro can connect to a Municipal power source in the parking lot. Other market expenses are mostly related to Insurance, FMO membership, advertising, promotion, Covid supplies etc. In 2021 these expenses were offset by the vendor fees, revenue from the Market Box program and a \$2,000 grant from Wellington County which we have applied for again in 2022.

Vendor fees, including HST, have been set as follows:

- \$200.00 for a fulltime vendor for the full season
- \$ 20.00 per day for vendors who participate on a day-by-day basis

<b>ATTACHMENTS</b>
--------------------

- |              |  |
|--------------|--|
| Attachment A | Press Release Wellington North Farmers' Market Celebrates its Ninth Season, Opening Day on Saturday June 25th @ 8:30am |
| Attachment B | Farmers Market Roles and Responsibilities agreement with the Victory Church and Community Centre                       |

<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>



## ATTACHMENT A



**For Immediate Release**

February 7th, 2022

**Wellington North Farmers' Market Celebrates its Ninth Season,  
Opening Day on Saturday June 25th @ 8:30am**

Already established as one of the best Farmers Markets in Wellington County the Wellington North Farmers Market is making plans to open for its ninth season on Saturday June 25<sup>th</sup>.

There are so many reasons why buying local makes sense. There is also significant peace of mind in knowing where our food comes from, ask questions, and enjoy the experience at the Wellington North Farmers' Market! The Farmers' Market provides a real connection between farmer and consumer. This year the market will once again be held on Saturday mornings in the parking lot at the Victory Community Centre in Mount Forest and will run from 8:30am until noon.

All Public Health protocols required at that time will be followed including the use of handwashing and sanitizing stations and the public will be asked to please consider wearing a mask. Vendors will be properly distanced and entry and exit signage will be well marked and enforced.

"A Farmers' Market is a good opportunity for the community to connect. It allows us to buy from and support our local farmers and producers, thus contributing to our local economy," said Harry Engel Market Manager for the Wellington North Farmers Market. "We are pleased to give our residents and visitors the opportunity to experience agriculture close up."

The Wellington North Farmers' Market is once again being brought to you by the collaboration and support of participating vendors, the Township of Wellington North, Mount Forest Victory Church, MARCC Apparel, Forest Physiotherapy, and Taste Real: Wellington County. A special thank you also goes out to Pastor Harry Engel of the Victory Community Church who for the ninth year is continuing in his role of Market Manager.

It is expected that most of last year's vendors will be returning in 2022. Anyone looking for registration details or other information are asked to contact Dale Small at the Township of Wellington North or go to <https://www.simplyexplore.ca/farmers-market.html> or Facebook [@wellingtonnorthfarmersmarket](https://www.facebook.com/wellingtonnorthfarmersmarket)

**For more information:**

Dale Small, Economic Development Officer Township of Wellington North  
519-838-3620 Ext 4234 | [dsmall@wellington-north.com](mailto:dsmall@wellington-north.com) | [www.simplyexplore.ca](http://www.simplyexplore.ca)

## ATTACHMENT B

*Each year we outline the roles and responsibilities between the Wellington North Farmers Market and the Victory Church and Community Centre, and the following reflects this agreement for 2022:*

### **TOWNSHIP OF WELLINGTON NORTH FARMERS' MARKET ROLES AND RESPONSIBILITIES AGREEMENT WITH THE VICTORY CHURCH AND COMMUNITY CENTRE**

***This document shall serve as an agreement between the two above noted parties in coordination with the Wellington North Farmers' Market***

***The market will be located in the parking lot at the Victory Community Centre 320 King Street East in Mount Forest and will run each Saturday morning from 8:30am till noon, from June 25<sup>th</sup> to September 24<sup>th</sup>, 2022***

#### **The Township of Wellington North Agrees to:**

- Plan all aspects that pertain to the Wellington North Farmers' Market and act as the governing body, working in conjunction with the organizing committee and community
- Implement and regulate vendor agreements and allow vendors to access municipal hydro as needed,
- Process vendor fees and perform all financial management & reporting for the Market,
- Carry liability insurance, specific to Local Community Insurance Services Facility Users and Events,
- Ensure Municipal Road closure is prepared and approved for Market dates,
- Provide backup support to the Market Manager in the event of vacation or other absence,
- Position the Victory Church and Community Centre as the official Sponsor and include logo in all outgoing communication pieces.

#### **The Victory Church and Community Centre Agrees to:**

- Act as the Wellington North Farmers' Market Official Sponsor in exchange for:
  - Indoor access for use of water and washroom facilities for vendors and patrons
  - Use of indoor venue for vendors and patrons when inclement weather is incurred
  - Act as the market manager - to assist with erecting and dissembling signage on market days and to be a go-to source for vendors and the public.
  - Help to promote the market and recruit new vendors,
  - Participate in Wellington County Farmers Market/Market Manager meetings & discussions,
  - Collect vendor fees from day-to-day vendors,
  - Provide programming to the market as agreed upon: I.E., provide music, set-up cafe, etc.
  - Provide information on your organization to patrons only upon request, or in a controlled setting, I.E., an information kiosk or booth
- Provide proof of liability insurance

**Dated this 7<sup>th</sup> day of February 2022**

1/27/22

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

---

<b>Cheque Number</b>	<b>Vendor Cheque Name</b>	<b>Cheque Date</b>	<b>Amount</b>
77851	CMHA Waterloo Wellington	1/19/22	\$2,994.21
77852	Corporate Express Canada Inc.	1/19/22	\$53.10
77853	Duncan, Linton LLP, Lawyers	1/19/22	\$1,529.53
77854	Hydro One Networks Inc.	1/19/22	\$1,009.71
77855	Royal Bank Visa	1/19/22	\$2,067.18
77856	TD Wealth	1/19/22	\$1,231.60
77857	The Information Professionals	1/19/22	\$395.50
77858	Workplace Safety & Ins Board	1/19/22	\$12,294.39
77859	Bell Mobility	1/19/22	\$1,069.58
77860		1/19/22	\$390.00
77861		1/19/22	\$653.40
77862	Chalmers Fuels Inc	1/19/22	\$711.59
77863	Ennotville Garage	1/19/22	\$596.08
77864	Hairforce One	1/19/22	\$1,535.00
77865	Jim's Auto Service	1/19/22	\$282.50
77866	Precious Paws Dog Grooming	1/19/22	\$2,500.00
77867	Premier Equipment Ltd.	1/19/22	\$544.12
77868	Telizon Inc.	1/19/22	\$763.53
EFT0003010	B M Ross and Associates	1/19/22	\$17,710.70
EFT0003011	CIMA Canada Inc.	1/19/22	\$14,544.23
EFT0003012	County of Wellington	1/19/22	\$4,660.00
EFT0003013	Canadian Union of Public Emplo	1/19/22	\$2,614.23
EFT0003014	Frey Communications	1/19/22	\$363.60
EFT0003015	Ont Mun Employee Retirement	1/19/22	\$66,933.66
EFT0003016	Ont Clean Water Agency	1/19/22	\$31,429.73
EFT0003017	Entandem	1/19/22	\$101.84
EFT0003018	Triton Engineering Services	1/19/22	\$27,588.40
EFT0003019	Young's Home Hardware Bldg Cen	1/19/22	\$38.62
EFT0003020	Arthur Home Hardware Building	1/19/22	\$255.61
EFT0003021	BackSpace Computer	1/19/22	\$3,955.00
EFT0003022	CARQUEST Arthur Inc.	1/19/22	\$143.60
EFT0003023	Decker's Tire Service	1/19/22	\$361.60
EFT0003024	Ideal Supply Inc.	1/19/22	\$766.10
EFT0003025	Maple Lane Farm Service Inc.	1/19/22	\$473.16
EFT0003026	Marcc Apparel Company	1/19/22	\$1,084.80
EFT0003027	Suncor Energy Inc.	1/19/22	\$5,971.23
EFT0003028	Wellington North Power	1/19/22	\$10,020.56
EFT0003029	Young's Home Hardware Bldg Cen	1/19/22	\$406.78
77869	BELLAMY CONTRACTING SERVICES L	1/26/22	\$429.40
77870		1/26/22	\$4,282.86
77871	Country Creations of Mt Forest	1/26/22	\$135.60
77872		1/26/22	\$572.06
77873	Darlene McIntosh	1/26/22	\$620.00
77874	Mount Forest Developments Inc.	1/26/22	\$109,800.00

<b>Cheque Number</b>	<b>Vendor Cheque Name</b>	<b>Cheque Date</b>	<b>Amount</b>
77875	Trevor Roberts Auto Repair	1/26/22	\$32.09
77876	Township of Centre Wellington	1/26/22	\$2,848.26
77877	Waste Management	1/26/22	\$1,200.06
77878	Manulife Financial	1/26/22	\$30,874.97
77879	Minister of Finance	1/26/22	\$5,434.72
77880	Premier Equipment Ltd.	1/26/22	\$127.46
77881	Royal Bank Visa	1/26/22	\$1,879.92
77882		1/26/22	\$275.00
77883	Wightman Telecom Ltd.	1/26/22	\$700.47
EFT0003030	Arthur Home Hardware Building	1/26/22	\$31.63
EFT0003031	B M Ross and Associates	1/26/22	\$15,759.70
EFT0003032	Cunningham Swam Lawyers	1/26/22	\$361.60
EFT0003033	International Trade Specialist	1/26/22	\$256.22
EFT0003034	MRC Systems Inc	1/26/22	\$8,056.90
EFT0003035	Reeves Construction Ltd	1/26/22	\$262.76
EFT0003036	Resurfice Corporation	1/26/22	\$1,521.49
EFT0003037	Rural Routes Pest Control Inc.	1/26/22	\$84.75
EFT0003038	T&T Power Group	1/26/22	\$2,695.05
EFT0003039	Wellington North Power	1/26/22	\$2,495.40
EFT0003040	ALS Canada Ltd.	1/26/22	\$1,146.95
EFT0003041	Arthur Home Hardware Building	1/26/22	\$108.15
EFT0003042	Carson Supply	1/26/22	\$3,788.65
EFT0003043	Clark Bros Contracting	1/26/22	\$2,881.50
EFT0003044	County of Wellington	1/26/22	\$57.44
EFT0003045	Delta Elevator Co. Ltd.	1/26/22	\$926.74
EFT0003046	Eric Cox Sanitation	1/26/22	\$451.10
EFT0003047	Frey Communications	1/26/22	\$101.69
EFT0003048	Ideal Supply Inc.	1/26/22	\$283.44
EFT0003049	J J McLellan & Son	1/26/22	\$1,012.68
EFT0003050	KORE Mechanical Inc.	1/26/22	\$3,890.73
EFT0003051	M & L Supply, Fire & Safety	1/26/22	\$248.04
EFT0003052	Maple Lane Farm Service Inc.	1/26/22	\$87.58
EFT0003053	Officer's Auto Care Inc.	1/26/22	\$148.58
EFT0003054	Print One	1/26/22	\$1,951.51
EFT0003055	Resurfice Corporation	1/26/22	\$236.45
EFT0003056	ROBERTS FARM EQUIPMENT	1/26/22	\$16.00
EFT0003057		1/26/22	\$331.09
EFT0003058	Steed and Evans Limited	1/26/22	\$8,815.56
EFT0003059	Suncor Energy Inc.	1/26/22	\$6,687.91
EFT0003060	Turriss Sites Development Corp.	1/26/22	\$68.74
EFT0003061		1/26/22	\$1,243.00
EFT0003062	Wellington North Power	1/26/22	\$58,519.04
EFT0003063	Work Equipment Ltd.	1/26/22	\$577.78
EFT0003064	W. Schwindt & Sons Bldg Const	1/26/22	\$12,900.00
EFT0003065	Young's Home Hardware Bldg Cen	1/26/22	\$74.55
<b>Total Amount of Cheques:</b>			<b>\$517,337.74</b>



## WELLINGTON NORTH

SEMPER PORRO

# Staff Report

**To:** Mayor and Members of Council  
Meeting of February 7, 2022

**From:** Adam McNabb, Director of Finance

**Subject:** Report TR2022-001 Being a report on the Ministry of Municipal Affairs and Housing Financial Indicator Template Review

### RECOMMENDATION

**THAT** the Council of the Township of Wellington North receive for information Report TR 2022-001 being a report on the Ministry of Municipal Affairs and Housing Financial Indicator Review.

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

N/A

### BACKGROUND

The Ministry of Municipal Affairs and Housing reviews each municipality's financial performance using key financial indicators in relation to established provincial thresholds.

The indicators have been grouped according to two categories, Sustainability and Flexibility. These groupings align the indicators with the Public Sector Accounting Boards definitions. The indicators have also been updated to become more representative of the Township's overall financial situation.

Financial indicators are an important but incomplete litmus test of municipal financial health.

Full report attached herein for council consideration.

### FINANCIAL CONSIDERATIONS

When looking at the Township of Wellington North, all indicators are a "Low" challenge except for "Asset Consumption Ratio" and "Debt Servicing Cost as a % of Total Revenues", which are currently rated as "Moderate" challenge – similar to that of prior year.

Based on my review, I interpret these 'Moderate challenge' results as follows:

**Asset Consumption Ratio** – This is a ratio which effectively measures the age of the municipality's physical assets. This indicates that the Township of Wellington North's asset

base is older compared to other southern, lower tier counties of rural majority. While TWN's ratio is currently at 55.8%, against an average of 46.6%, it should be noted that these metrics are solely based on closing amortization against cost. Both measures which are predicated on the PSAB 3150 requirements of 2009 and indexed / amortized accordingly, thus should not be taken as definitive, but merely an estimate. There is a significant amount of work to be done relative to our asset management and long-term financial reporting (by way of assessments and valuations) that will result in more credible metrics downstream.

Debt Servicing Cost – This is a measure that indicates how past borrowings encumber usage of current year budget revenues. The Township of Wellington North is currently sitting at 8.0% compared to an average of 3.2%. Current debt servicing costs are directly correlated to borrowings to support the construction of the Mount Forest Sewage Plant and Arena facilities which represent an annual draw (2020) on operating revenues north of ~\$1,480,000. Looking forward, the Township has taken on ~\$5M in debt that was tied to the FCM Green Municipal Fund grant associated with the Arthur Wastewater Treatment Plant Upgrades, and tied to a 10-year amortization schedule; however, the expectation would be (all things being equal), that this metric will be improved for 2021 and beyond as the annual servicing costs will be well below what has been reported for 2020.

**Other items to consider – Top 20 in '20 initiatives correlated to the above commentary:**

Item # 6 – Development of a county-wide coordinated investment strategy and management approach – potential to offset debt servicing costs.

Item # 16 – Establish county-wide Asset Management service delivery approach – potential to have an impact on asset consumption ratio, and long-term financial planning for the Township.

**ATTACHMENTS**

2020 Financial Information Review conducted by MMAH.

**STRATEGIC PLAN 2019 – 2022**

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

Yes

No

N/A

Which priority does this report support?

Modernization and Efficiency

Partnerships

Municipal Infrastructure

Alignment and Integration

**Prepared By:** Adam McNabb, Director of Finance

*Adam McNabb*

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

*Michael Givens*

## FINANCIAL INDICATOR REVIEW

(Based on 2020 Financial Information Return)

## Wellington North Tp

Date Prepared:		2020 Households:	4,900	Median Household Income:	63,712
MSO Office:	Western	2020 Population:	12,920	Taxable Residential Assessment as a	
Prepared By:		2021 MFCI Index:	4.9	% of Total Taxable Assessment:	66.3%
Tier:	LT			Own Purpose Taxation:	8,009,173

## SUSTAINABILITY INDICATORS

Indicator	Ranges	Actuals	South - LT - Counties - Rural		Level of Risk	
			Median	Average		
Total Taxes Receivable less Allowance for Uncollectibles as a % of Total Taxes Levied	Low: < 10% Mod: 10% to 15% High: > 15%	2016	7.9%	9.2%	10.3%	LOW
		2017	8.0%	8.6%	9.8%	LOW
		2018	5.1%	7.6%	8.9%	LOW
		2019	4.7%	7.4%	8.4%	LOW
		2020	4.8%	7.0%	8.3%	LOW
Net Financial Assets or Net Debt as % of Own Source Revenues	Low: > -50% Mod: -50% to -100% High: < -100%	2016	123.7%	38.6%	36.3%	LOW
		2017	138.8%	47.2%	40.1%	LOW
		2018	152.5%	42.7%	41.6%	LOW
		2019	165.2%	45.1%	49.8%	LOW
		2020	149.0%	56.5%	57.3%	LOW
Total Reserves and Discretionary Reserve Funds as a % of Municipal Expenses	Low: > 20% Mod: 10% to 20% High: < 10%	2016	109.5%	58.9%	65.2%	LOW
		2017	108.8%	61.9%	68.6%	LOW
		2018	127.5%	64.0%	71.5%	LOW
		2019	84.0%	73.0%	78.6%	LOW
		2020	99.5%	82.7%	87.6%	LOW
Cash Ratio (Total Cash and Cash Equivalents as a % of Current Liabilities)	Low: > 0.5:1 Mod: 0.5:1 to 0.25:1 High: < 0.25:1	2016	8.53:1	3.25:1	4.25:1	LOW
		2017	9.22:1	3.24:1	4.59:1	LOW
		2018	7.77:1	3.44:1	4.76:1	LOW
		2019	7.41:1	4.2:1	5.43:1	LOW
		2020	4.73:1	4.71:1	5.64:1	LOW

## FLEXIBILITY INDICATORS

Debt Servicing Cost as a % of Total Revenues (Less Donated TCAs)	Low: < 5% Mod: 5% to 10% High: >10%	2016	8.1%	2.6%	3.3%	MODERATE
		2017	8.2%	2.7%	3.3%	MODERATE
		2018	8.4%	2.5%	3.1%	MODERATE
		2019	6.5%	2.6%	3.1%	MODERATE
		2020	8.0%	2.2%	3.1%	MODERATE
Closing Amortization Balance as a % of Total Cost of Capital Assets (Asset Consumption Ratio)	Low: < 50% Mod: 50% to 75% High: > 75%	2016	53.4%	42.3%	44.7%	MODERATE
		2017	54.2%	43.8%	45.5%	MODERATE
		2018	54.4%	43.7%	46.0%	MODERATE
		2019	55.5%	43.8%	46.2%	MODERATE
		2020	55.8%	45.2%	46.6%	MODERATE
Annual Surplus / (Deficit) as a % of Own Source Revenues	Low: > -1% Mod: -1% to -30% High: < -30%	2016	20.3%	8.4%	9.4%	LOW
		2017	16.0%	11.4%	12.8%	LOW
		2018	26.9%	12.5%	13.9%	LOW
		2019	40.3%	18.5%	23.1%	LOW
		2020	20.6%	18.2%	18.4%	LOW

The data and information contained in this document is for informational purposes only. It is not an opinion about a municipality and is not intended to be used on its own - it should be used in conjunction with other financial information and resources available. It may be used, for example, to support a variety of strategic and policy discussions.

## NOTES

*Financial Information Returns ("FIRs") are a standard set of year-end reports submitted by municipalities to the Province which capture certain financial information. On an annual basis, Ministry staff prepare certain financial indicators for each municipality, based on the information contained in the FIRs. It is important to remember that these financial indicators provide a snapshot at a particular moment in time and should not be considered in isolation, but supported with other relevant information sources. In keeping with our Financial Information Return review process and follow-up, Ministry staff may routinely contact and discuss this information with municipal officials.*

## Supplementary Indicators of Sustainability and Flexibility

The following is a summary, adapted from the Chartered Professional Accountants of Canada Statement of Recommended Practice (SORP) 4.

- A government (including a municipality) may choose to report supplementary information on financial condition, to expand on and help explain the government's financial statements.
- Supplementary assessment of a government's financial condition needs to consider the elements of sustainability and flexibility.
- Sustainability in this context may be seen as the degree to which a municipality can maintain its existing financial obligations both in respect of its service commitments to the public and financial commitments to creditors, employees and others without inappropriately increasing the debt or tax burden relative to the economy within which it operates.
- Sustainability is an important element to include in an assessment of financial condition because it may help to describe a government's ability to manage its financial and service commitments and debt burden. It may also help to describe the impact that the level of debt could have on service provision.
- Flexibility is the degree to which a government can change its debt or tax level on the economy within which it operates to meet its existing financial obligations both in respect of its service commitments to the public and financial commitments to creditors, employees and others.
- Flexibility provides insights into how a government manages its finances. Increasing taxation or user fees may reduce a municipality's flexibility to respond when adverse circumstances develop if the municipality approaches the limit that citizens and businesses are willing to bear.  
A municipality may temporarily use current borrowing, subject to the requirements set out in the Municipal Act to meet expenses and certain other amounts required in the year, until taxes are collected and other revenues are received. Municipal current borrowing cannot be carried over the long term or converted to long term borrowing except in very limited circumstances.
- For each element of financial condition, the report on indicators of financial condition should include municipality-specific indicators and municipality-related indicators. It may be useful to also include economy-wide information when discussing financial condition.

*Additional Notes on what Financial Indicators may indicate:*

Total Taxes Receivable less Allowance for Uncollectibles as a % of Total Taxes Levied - *Shows how much of the taxes billed are not collected.*

Net Financial Assets or Net Debt as % of Own Source Revenues - *Indicates how much property tax and user fee revenue is servicing debt.*

Reserves and Reserve Funds as a % of Municipal Expenses - *Indicates how much money is set aside for future needs and contingencies.*

Cash Ratio (Total Cash and Cash Equivalents as a % of Current Liabilities) - *Indicates how much cash and liquid investments could be available to cover current obligations.*

Debt Servicing Cost as a % of Total Revenues (Less Donated TCAs) - *Indicates how much of each dollar raised in revenue is spent on paying down existing debt.*

Closing Amortization Balance as a % of Total Cost of Capital Assets (Asset Consumption Ratio) - *Indicates how much of the assets' life expectancy has been consumed.*

Annual Surplus / (Deficit) (Less Donated TCAs) as a % of Own Source Revenues - *Indicates the municipality's ability to cover its operational costs and have funds available for other purposes (e.g. reserves, debt repayment, etc.)*

The Northern and Rural Municipal Fiscal Circumstances Index (MFCI) is used by the Ministry of Finance to calculate the "Northern and Rural Fiscal Circumstances Grant" aimed at northern as well as single and lower-tier rural municipalities. The index measures a municipality's fiscal circumstances. The MFCI is determined by six indicators: Weighted Assessment per Household, Median Household Income, Average Annual Change in Assessment (New Construction), Employment Rate, Ratio of Working Age to Dependent Population, and Per Cent of Population Above Low-Income Threshold. A lower MFCI corresponds to relatively positive fiscal circumstances, whereas a higher MFCI corresponds to more challenging fiscal circumstances. (Note: the MFCI index is only available for northern and rural municipalities)



## FINANCIAL INDICATOR REVIEW

(Based on 2020 Financial Information Return)

Wellington North Tp

## CALCULATIONS

Total Taxes Rec. less Allowance for Uncollectibles as % of Total Taxes Levied	$SLC\ 70\ 0699\ 01 / (SLC\ 26\ 9199\ 03 - SLC\ 72\ 2899\ 09)$
Net Financial Assets or Net Debt as % of Own Source Revenues	$SLC\ 70\ 9945\ 01 / (SLC\ 10\ 9910\ 01 - SLC\ 10\ 0699\ 01 - SLC\ 10\ 0899\ 01 - SLC\ 10\ 1098\ 01 - SLC\ 10\ 1099\ 01 - SLC\ 10\ 1811\ 01 - SLC\ 10\ 1812\ 01 - SLC\ 10\ 1813\ 01 - SLC\ 10\ 1814\ 01 - SLC\ 10\ 1830\ 01 - SLC\ 10\ 1831\ 01 - SLC\ 12\ 1850\ 04)$
Total Reserves and Reserve Funds as a % of Municipal Expenses	$(SLC\ 60\ 2099\ 02 + SLC\ 60\ 2099\ 03) / (SLC\ 40\ 9910\ 11 - SLC\ 12\ 9910\ 03 - SLC\ 12\ 9910\ 07)$
Cash Ratio (Total Cash and Cash Equivalents as a % of Current Liabilities)	$SLC\ 70\ 0299\ 01 / (SLC\ 70\ 2099\ 01 + SLC\ 70\ 2299\ 01)$
Debt Servicing Cost as a % of Total Revenues (Less Donated TCAs)	$(SLC\ 74\ 3099\ 01 + SLC\ 74\ 3099\ 02) / (SLC\ 10\ 9910\ 01 - SLC\ 10\ 1831\ 01)$
Closing Amortization Balance as a % of Total Cost of Capital Assets (Asset Consumption Ratio)	$SLC\ 51\ 9910\ 10 / SLC\ 51\ 9910\ 06$
Annual Surplus / (Deficit) (Less Donated TCAs) as a % of Own Source Revenues	$(SLC\ 10\ 2099\ 01 - SLC\ 10\ 1831\ 01) / (SLC\ 10\ 9910\ 01 - SLC\ 10\ 0699\ 01 - SLC\ 10\ 0899\ 01 - SLC\ 10\ 1098\ 01 - SLC\ 10\ 1099\ 01 - SLC\ 10\ 1811\ 01 - SLC\ 10\ 1812\ 01 - SLC\ 10\ 1813\ 01 - SLC\ 10\ 1814\ 01 - SLC\ 10\ 1830\ 01 - SLC\ 10\ 1831\ 01 - SLC\ 12\ 1850\ 04)$

# MUNICIPAL FINANCIAL PROFILES

(Based on 2020 Financial Information Return)

## Wellington North Tp

Wellington Co

097

Date Prepared:	
MSO Office:	Western
Prepared By:	

2020 FIR Load Status:	Updated Under Review
Last Updated:	August 24, 2021

2020 Households:	4,900
2020 Population:	12,920
2021 MFCI Index: <sup>*8</sup>	4.9

Median Household Income (2016) : <sup>*4</sup>	63,712
2021 Annual Repayment Limit:	2,443,387
Borrowing Capacity 7% over 10 yrs:	17,161,324

### STATISTICAL INFORMATION

	2016	2017	2018	2019	2020	2020 AVERAGES FOR:		20/19 %	19/18 %	18/17 %	17/16 %
						South - LT - Counties -Rural	PROVINCE				
Population <sup>*3</sup>	11,914	12,483	12,610	12,810	12,920	6,578	36,878	0.9%	1.6%	1.0%	4.8%
Households <sup>*3</sup>	4,839	4,690	4,790	4,870	4,900	3,484	14,827	0.6%	1.7%	2.1%	-3.1%
Municipal Expenses <sup>*7</sup>	\$ 14,197,790	\$ 15,106,794	\$ 15,943,374	\$ 16,110,594	\$ 15,478,565	\$ 10,970,224	\$ 128,524,688	-3.9%	1.0%	5.5%	6.4%
Own Source Revenues	\$ 14,369,450	\$ 14,400,677	\$ 14,897,273	\$ 15,415,226	\$ 15,085,738	\$ 10,416,475	\$ 96,701,747	-2.1%	3.5%	3.4%	0.2%
Own Source Revenue per Household	\$ 2,970	\$ 3,071	\$ 3,110	\$ 3,165	\$ 3,079	\$ 3,094	\$ 3,621	-2.7%	1.8%	1.3%	3.4%
Own Source Revenue as a % of Total Revenues (Less Donated TCAs)	83.4%	82.2%	74.2%	68.7%	80.7%	76.8%	73.5%	17.5%	-7.5%	-9.7%	-1.5%
Total Revenues	\$ 17,229,903	\$ 17,521,971	\$ 20,068,856	\$ 22,447,105	\$ 18,698,178	\$ 13,345,635	\$ 140,112,346	-16.7%	11.9%	14.5%	1.7%
Annual Repayment Limit	\$ 2,136,786	\$ 2,197,092	\$ 2,328,817	\$ 2,367,948	\$ 2,091,866	\$ 2,531,499	\$ 20,999,346	-11.7%	1.7%	6.0%	2.8%
Own Purpose Taxation	\$ 7,079,175	\$ 7,284,563	\$ 7,380,830	\$ 7,783,290	\$ 8,009,173	\$ 6,789,909	\$ 56,692,163	2.9%	5.5%	1.3%	2.9%
Direct Water Billings as % of Gross Water Expenditures	156.7%	165.2%	166.2%	160.3%	150.5%	75.0%	65.0%				
Taxable Res. Assessment as a % of Total Taxable Assessment	67.5%	67.0%	67.2%	66.8%	66.3%	81.1%	79.2%				

### DISCOUNTED WEIGHTED ASSESSMENT <sup>\*1</sup> (Source: Financial Information Return)

	2016	2017	2018	2019	2020	2020 AVERAGES FOR:	
						South - LT - Counties -Rural	PROVINCE
Taxable	1,282,042,087	1,364,405,450	1,443,254,712	1,541,350,236	1,655,768,702	1,154,026,898	8,517,408,557
PIL	15,616,655	14,940,769	15,193,385	15,645,308	20,488,240	14,482,729	87,137,717
Total	1,297,658,742	1,379,346,219	1,458,448,098	1,556,995,544	1,676,256,942	1,168,509,627	8,604,546,274

# MUNICIPAL FINANCIAL PROFILES

(Based on 2020 Financial Information Return)

## Wellington North Tp

Wellington Co

098

Date Prepared:	
MSO Office:	Western
Prepared By:	

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2021 Annual Repayment Limit:	2,443,387
Borrowing Capacity 7% over 10 yrs:	17,161,324

### RESIDENTIAL TAXES

	2016	2017	2018	2019	2020	2020 AVERAGES FOR:		20/19 %	19/18 %	18/17 %	17/16 %
						South - LT - Counties -Rural	PROVINCE				
# of Residential Households	4,285	4,298	4,362	4,404	4,435	3,465	11,595	0.7%	1.0%	1.5%	0.3%
Avg Municipal Property Taxes Per Avg Residential Household	\$ 2,279	\$ 2,365	\$ 2,384	\$ 2,456	\$ 2,532	\$ 2,448	\$ 2,477	3.1%	3.0%	0.8%	3.8%
Avg Total Property Taxes per Avg Residential Household	\$ 2,640	\$ 2,727	\$ 2,742	\$ 2,812	\$ 2,888	\$ 2,836	\$ 2,861	2.7%	2.5%	0.5%	3.3%
Avg Total Property Taxes per Avg Residential Household as a % of Median Household Income (Tax Effort)	4.1%	4.3%	4.3%	4.4%	4.5%	4.0%	4.3%				
# of Residential Households Excluding Recreational Properties (Excl. RDUs)	4,260	4,274	4,338	4,382	4,418	2,822	11,127	0.8%	1.0%	1.5%	0.3%
Avg Municipal Property Taxes Per Avg Residential Household (Excl. RDUs)	\$ 2,281	\$ 2,366	\$ 2,385	\$ 2,456	\$ 2,533	\$ 2,430	\$ 2,456	3.1%	3.0%	0.8%	3.7%
Avg Total Property Taxes per Avg Residential Household (Excl. RDUs)	\$ 2,642	\$ 2,728	\$ 2,743	\$ 2,812	\$ 2,889	\$ 2,813	\$ 2,833	2.7%	2.5%	0.6%	3.3%
Avg Total Property Taxes per Avg Residential Household (Excl. RDUs) as a % of Median Household Income (Tax Effort)	4.1%	4.3%	4.3%	4.4%	4.5%	4.0%	4.3%				

### RESIDENTIAL TAX RATES <sup>\*2</sup> (Source: Financial Information Return)

	2016	2017	2018	2019	2020	20/19 %	19/18 %	18/17 %	17/16 %
Lower / Single-Tier General Rate	0.0052656	0.0051209	0.0049276	0.0048175	0.0046341	-3.8%	-2.2%	-3.8%	-2.7%
Upper-Tier General Rate	0.0064278	0.0064027	0.0062786	0.0061751	0.0061440	-0.5%	-1.6%	-1.9%	-0.4%
Education Rate	0.0018800	0.0017900	0.0017000	0.0016100	0.0015300	-5.0%	-5.3%	-5.0%	-4.8%

### TAXES RECEIVABLE

	2016	2017	2018	2019	2020	2020 AVERAGES FOR:		20/19 %	19/18 %	18/17 %	17/16 %
						South - LT - Counties -Rural	PROVINCE				
Total Taxes Receivable less Allowance for Uncollectibles	\$ 1,493,994	\$ 1,571,340	\$ 1,027,207	\$ 1,005,584	\$ 1,067,803	\$ 1,039,509	\$ 4,858,619	6.2%	-2.1%	-34.6%	5.2%
Total Taxes Rec. less Allowance for Uncollectibles as % of Total Taxes Levied	7.9%	8.0%	5.1%	4.7%	4.8%	8.3%	9.1%				
Current Year Taxes Receivable as % of Total Taxes Receivable	52.7%	58.7%	65.1%	70.5%	68.0%	53.0%	56.4%				
Working & Contingency Reserves and Discretionary Reserve Funds as % of Current Yr Taxes Rec.	102.5%	84.6%	238.4%	222.1%	199.7%	263.4%	313.3%				
Previous and Prior Years Taxes Receivable as % of Total Taxes Receivable	36.1%	31.6%	26.4%	21.6%	24.4%	36.3%	33.7%				

# MUNICIPAL FINANCIAL PROFILES

(Based on 2020 Financial Information Return)

## Wellington North Tp

Wellington Co

099

Date Prepared:	
MSO Office:	Western
Prepared By:	

2020 FIR Load Status:	Updated Under Review
Last Updated:	August 24, 2021

2020 Households:	4,900
2020 Population:	12,920
2021 MFCI Index: <sup>*8</sup>	4.9

Median Household Income (2016) : <sup>*4</sup>	63,712
2021 Annual Repayment Limit:	2,443,387
Borrowing Capacity 7% over 10 yrs:	17,161,324

### GRANTS

	2016	2017	2018	2019	2020	2020 AVERAGES FOR:		20/19 %	19/18 %	18/17 %	17/16 %
						South - LT - Counties -Rural	PROVINCE				
Total Unconditional Grants	\$ 1,176,200	\$ 1,379,700	\$ 1,317,000	\$ 1,296,800	\$ 1,594,700	\$ 1,251,747	\$ 6,408,871	23.0%	-1.5%	-4.5%	17.3%
Ontario Municipal Partnership Fund	\$ 1,176,200	\$ 1,379,700	\$ 1,317,000	\$ 1,296,800	\$ 1,283,700	\$ 1,042,090	\$ 1,239,977	-1.0%	-1.5%	-4.5%	17.3%
As a % of Municipal Expenses	8.3%	9.1%	8.3%	8.0%	8.3%	10.6%	9.9%				
Other	\$ -	\$ -	\$ -	\$ -	\$ 311,000	\$ 209,657	\$ 5,168,894	0.0%	0.0%	0.0%	0.0%
Total Ontario Conditional Grants	\$ 1,211,932	\$ 948,299	\$ 2,033,023	\$ 1,774,855	\$ 1,258,423	\$ 620,713	\$ 21,714,922	-29.1%	-12.7%	114.4%	-21.8%
As a % of Municipal Expenses	8.5%	6.3%	12.8%	11.0%	8.1%	6.7%	9.9%				
Total Ontario Conditional and Unconditional Grants											
As a % of Municipal Expenses	16.8%	15.4%	21.0%	19.1%	18.4%	17.1%	21.9%				

### TOTAL DEBT BURDEN

	2016	2017	2018	2019	2020	2020 AVERAGES FOR:		20/19 %	19/18 %	18/17 %	17/16 %
						South - LT - Counties -Rural	PROVINCE				
Total Debt Burden	\$ 6,225,301	\$ 5,115,347	\$ 3,656,692	\$ 2,399,468	\$ 992,123	\$ 3,485,443	\$ 58,101,875	-58.7%	-34.4%	-28.5%	-17.8%
Per Household	\$ 1,286	\$ 1,091	\$ 763	\$ 493	\$ 202	\$ 1,007	\$ 1,334	-58.9%	-35.5%	-30.0%	-15.2%
Debt Servicing Cost	\$ 1,391,617	\$ 1,433,478	\$ 1,676,616	\$ 1,460,145	\$ 1,488,767	\$ 457,775	\$ 5,836,202	2.0%	-12.9%	17.0%	3.0%
Per Household	\$ 288	\$ 306	\$ 350	\$ 300	\$ 304	\$ 132	\$ 178	1.3%	-14.3%	14.5%	6.3%
As a % of Municipal Expenses	9.8%	9.5%	10.5%	9.1%	9.6%	3.7%	3.9%				
As a % of Own Purpose Taxation	19.7%	19.7%	22.7%	18.8%	18.6%	6.6%	7.3%				
As a % of Own Source Revenue	9.7%	10.0%	11.3%	9.5%	9.9%	4.1%	4.6%				
As a % of Total Revenues (Less Donated TCAs)	8.1%	8.2%	8.4%	6.5%	8.0%	3.1%	3.4%				
Debt Service Coverage Ratio (Target: Ratio >= 2)	6	5	6	8	6	61	51				

# MUNICIPAL FINANCIAL PROFILES

(Based on 2020 Financial Information Return)

## Wellington North Tp

Wellington Co

100

Date Prepared:   
MSO Office:   
Prepared By:

2020 FIR Load Status:   
Last Updated:

2020 Households:   
2020 Population:   
2021 MFCI Index: <sup>18</sup>

Median Household Income (2016) : <sup>14</sup>   
2021 Annual Repayment Limit:   
Borrowing Capacity 7% over 10 yrs:

### LIABILITIES (Including Post-Employment Benefits)

	2016	2017	2018	2019	2020	2020 AVERAGES FOR:		20/19 %	19/18 %	18/17 %	17/16 %
						South - LT - Counties -Rural	PROVINCE				
Temp. Loans for Current Purposes as % of Municipal Expenses	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.1%				
Post-Employment Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 159,641	\$ 24,220,682	0.0%	0.0%	0.0%	0.0%
Total Reserves and Reserve Funds for Post-Employment Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 48,614	\$ 4,617,682	0.0%	0.0%	0.0%	0.0%

### RESERVES AND RESERVE FUNDS

	2016	2017	2018	2019	2020	2020 AVERAGES FOR:		20/19 %	19/18 %	18/17 %	17/16 %
						South - LT - Counties -Rural	PROVINCE				
Total Reserves	\$ 10,247,225	\$ 10,509,767	\$ 1,987,346	\$ 1,951,390	\$ 1,874,110	\$ 6,419,634	\$ 32,627,459	-4.0%	-1.8%	-81.1%	2.6%
Total Discretionary Reserve Funds	\$ 5,305,770	\$ 5,933,456	\$ 18,347,090	\$ 11,587,510	\$ 13,524,106	\$ 3,633,589	\$ 40,974,755	16.7%	-36.8%	209.2%	11.8%
Total Reserves and Discretionary Reserve Funds	\$ 15,552,995	\$ 16,443,223	\$ 20,334,436	\$ 13,538,900	\$ 15,398,216	\$ 10,053,223	\$ 73,602,214	13.7%	-33.4%	23.7%	5.7%
Per Household	\$ 3,214	\$ 3,506	\$ 4,245	\$ 2,780	\$ 3,142	\$ 2,905	\$ 2,965	13.0%	-34.5%	21.1%	9.1%
As a % of Total Taxes Receivable	1041.0%	1046.4%	1979.6%	1346.4%	1442.0%	1447.8%	1084.1%				
As a % of Municipal Expenses	109.5%	108.8%	127.5%	84.0%	99.5%	87.6%	72.9%				
As a % of Own Purpose Taxation	219.7%	225.7%	275.5%	173.9%	192.3%	143.6%	125.8%				

### FINANCIAL ASSETS

	2016	2017	2018	2019	2020	2020 AVERAGES FOR:		20/19 %	19/18 %	18/17 %	17/16 %
						South - LT - Counties -Rural	PROVINCE				
Net Financial Assets or Net Debt as a % of Total Revenues (Less Donated TCAs)	103.2%	114.1%	113.2%	113.5%	120.2%	44.3%	41.2%				
Net Financial Assets or Net Debt as % of Own Source Revenues	123.7%	138.8%	152.5%	165.2%	149.0%	57.3%	56.3%				
Net Working Capital as a % of Municipal Expenses	161.7%	162.6%	159.3%	152.2%	130.9%	90.2%	73.9%				
Net Book Value of Capital Assets as a % of Cost of Capital Assets	46.8%	45.9%	45.0%	46.3%	47.5%	53.4%	53.2%				
Asset Sustainability Ratio (Target: > 90%)	102.6%	108.3%	164.8%	60.1%	145.0%	160.8%	157.1%				
Closing Amortization Balance as a % of Total Cost of Capital Assets (Asset Consumption Ratio)	53.4%	54.2%	54.4%	55.5%	55.8%	46.6%	47.2%				

# MUNICIPAL FINANCIAL PROFILES

(Based on 2020 Financial Information Return)

## Wellington North Tp

Wellington Co

101

Date Prepared:	
MSO Office:	Western
Prepared By:	

2020 FIR Load Status:	Updated Under Review
Last Updated:	August 24, 2021

2020 Households:	4,900
2020 Population:	12,920
2021 MFCI Index: <sup>18</sup>	4.9

Median Household Income (2016) : <sup>14</sup>	63,712
2021 Annual Repayment Limit:	2,443,387
Borrowing Capacity 7% over 10 yrs:	17,161,324

### SURPLUS / DEFICIT

	2016	2017	2018	2019	2020	2020 AVERAGES FOR:		20/19 %	19/18 %	18/17 %	17/16 %
						South - LT - Counties -Rural	PROVINCE				
Annual Surplus / (Deficit) (Less Donated TCAs)	\$ 2,920,101	\$ 2,301,359	\$ 4,010,434	\$ 6,205,481	\$ 3,109,442	\$ 1,989,104	\$ 18,389,863	-49.9%	54.7%	74.3%	-21.2%
Annual Surplus / (Deficit) (Less Donated TCAs) Adjusted for Ontario Budget Reg. 284/09)	\$ 6,444,098	\$ 6,319,831	\$ 7,545,473	\$ 10,246,081	\$ 6,916,449	\$ 3,835,928	\$ 32,002,152	-32.5%	35.8%	19.4%	-1.9%
Annual Surplus / (Deficit) (Less Donated TCAs) as a % of Own Source Revenues	20.3%	16.0%	26.9%	40.3%	20.6%	18.4%	18.3%				
Current Ratio (Target: >= 100%)	1021.4%	1082.0%	915.3%	851.6%	546.3%	759.5%	685.7%				

### OTHER INDICATORS

	2016	2017	2018	2019	2020	2020 AVERAGES FOR:	
						South - LT - Counties -Rural	PROVINCE
Rates Coverage Ratio (Target: >=40%)	89.1%	84.4%	81.1%	83.4%	87.4%	81.3%	76.1%
Cash Ratio (Total Cash and Cash Equivalents as a % of Current Liabilities)	8.53:1	9.22:1	7.77:1	7.41:1	4.73:1	5.64:1	5.08:1
Operating Balance as a % of Total Revenues (Less Donated TCAs) <sup>15</sup>	16.9%	13.1%	20.0%	27.6%	16.6%	14.4%	13.9%
Cumulative Annual Growth Rate <sup>16</sup>	3.4%	1.8%	2.1%	4.9%	1.4%	1.8%	1.6%
Interest Payments as a % of Total Revenues (Less Donated TCAs)	2.0%	1.8%	1.1%	0.7%	0.4%	0.8%	0.8%

# MUNICIPAL FINANCIAL PROFILES

(Based on 2020 Financial Information Return)

## Wellington North Tp

Wellington Co

102

Date Prepared:	
MSO Office:	Western
Prepared By:	

2020 FIR Load Status:	Updated Under Review
Last Updated:	August 24, 2021

2020 Households:	4,900
2020 Population:	12,920
2021 MFCI Index: <sup>18</sup>	4.9

Median Household Income (2016) : <sup>14</sup>	63,712
2021 Annual Repayment Limit:	2,443,387
Borrowing Capacity 7% over 10 yrs:	17,161,324

### VULNERABILITY MEASURES

	2016	2017	2018	2019	2020	2020 AVERAGES FOR:		17.5%	-7.5%	-9.7%	-1.5%
						South - LT - Counties -Rural	PROVINCE				
Own Source Revenue as a % of Total Revenues (Less Donated TCAs)	83.4%	82.2%	74.2%	68.7%	80.7%	76.8%	73.5%				
Own Source Revenue per Household	\$ 2,970	\$ 3,071	\$ 3,110	\$ 3,165	\$ 3,079	\$ 3,094	\$ 3,621	-2.7%	1.8%	1.3%	3.4%
Avg Municipal Property Taxes Per Avg Residential Household as a % of Median Household Income (Tax Effort)	\$ 2,279	\$ 2,365	\$ 2,384	\$ 2,456	\$ 2,532	\$ 2,448	\$ 2,477	3.1%	3.0%	0.8%	3.8%
	4.1%	4.3%	4.3%	4.4%	4.5%	4.0%	4.3%				

### SUPPLEMENTARY INDICATORS OF SUSTAINABILITY, FLEXIBILITY AND VULNERABILITY

The following is a summary, adapted from the Chartered Professional Accountants of Canada Statement of Recommended Practice (SORP) 4:

- A government (including a municipality) may choose to report supplementary information on financial condition, to expand on and help explain the government's financial statements.
- Supplementary assessment of a government's financial condition needs to consider, at a minimum, the elements of sustainability, flexibility and vulnerability.
- Vulnerability in this context may be seen as the degree to which a municipality is dependent on sources of funding outside its control or influence or is exposed to risks that could impair its ability to meet its existing financial obligations both in respect of its service commitments to the public and financial commitments to creditors, employees and others.
- Vulnerability is an important element of financial condition because it provides insights into a municipality's reliance on funding sources outside its direct control or influence and its exposure to risks. A municipality whose vulnerability is relatively low has greater control over its financial condition.
- For each element of financial condition, the report on indicators of financial condition should include municipality-specific indicators and municipality-related indicators. It may be useful to also include economy-wide information when discussing financial condition.

#### ADDITIONAL NOTES ON WHAT FINANCIAL MEASURES MAY INDICATE:

Own Source Revenue as a % of Total Revenues (Less TCAs)

*Indicates the extent to which a municipality has a high proportion of revenues for its own sources, reducing its impact to a change in transfers from other levels of government.*

Own Source Revenue per Household

*Indicates the demand for resources and the municipality's ability and willingness to provide resources.*

Average Municipal Property Taxes per Average Residential Household

*Indicates the level of taxes on residential households for municipal purposes.*

Average Municipal Property Taxes per Average Residential Household as a % of Average Household Income

*Indicates the portion of a ratepayer's income used to pay municipal property taxes.*

# MUNICIPAL FINANCIAL PROFILES

(Based on 2020 Financial Information Return)

## Wellington North Tp

Wellington Co

Date Prepared:	
MSO Office:	Western
Prepared By:	

2020 FIR Load Status:	Updated Under Review
Last Updated:	August 24, 2021

2020 Households:	4,900
2020 Population:	12,920
2021 MFCI Index: <sup>8</sup>	4.9

Median Household Income (2016) : <sup>4</sup>	63,712
2021 Annual Repayment Limit:	2,443,387
Borrowing Capacity 7% over 10 yrs:	17,161,324

\*\*\*\*\*  
 The data and information contained in this document is for informational purposes only. Any use of the data and information in this document should be done by qualified individuals.  
 This information is not intended to be used on its own and should be used in conjunction with other financial information and resources available.  
 \*\*\*\*\*

### NOTES

- 1\* 2016 assessment use phase-in assessment based on 2012 property values. 2017 , 2018 , 2019 and 2020 assessment uses phase-in assessment based on 2016 property values.
- 2\* Average tax rates are calculated where necessary when amalgamations occur.
- 3\* Household and Population data are as reported by the municipality on Schedule 02 of the FIR.
- 4\* Median Household Income - Source: Statistics Canada - 2016 Census - File: 98-402-X2016006-t1-CSD-ENG.
- 5\* Total Revenues include revenues from other municipalities.
- 6\* The Cumulative Annual Growth Rate has been measured over a three year period. Infrastructure Ontario uses a five year period.
- 7\* Total Municipal Expenses exclude amounts for other municipalities
- 8\* MFCI index - Source: Ministry of Finance. This index is available for northern and rural municipalities only.

### NUMBER OF MUNICIPALITIES IN COMPARISON GROUPS

	South - LT - Counties -Rural	Province
2016	148	444
2017	148	444
2018	148	444
2019	147	437
2020	118	345



# MUNICIPAL FINANCIAL PROFILES

(Based on 2020 Financial Information Return)

## Wellington North Tp

Wellington Co

104

Date Prepared:	
MSO Office:	Western
Prepared By:	

2020 FIR Load Status:	Updated Under Review
Last Updated:	August 24, 2021

2020 Households:	4,900
2020 Population:	12,920
2021 MFCI Index: <sup>18</sup>	4.9

Median Household Income (2016) : <sup>14</sup>	63,712
2021 Annual Repayment Limit:	2,443,387
Borrowing Capacity 7% over 10 yrs:	17,161,324

### CALCULATIONS

### STATISTICAL INFORMATION

Population <sup>3</sup>	SLC 02 0041 01
Households <sup>3</sup>	SLC 02 0040 01
Municipal Expenses <sup>7</sup>	SLC 40 9910 11 - SLC 12 9910 03 - SLC 12 9910 07
Own Source Revenues	SLC 10 9910 01 - SLC 10 0699 01 - SLC 10 0899 01 - SLC 10 1098 01 - SLC 10 1099 01 - SLC 10 1811 01 - SLC 10 1812 01 - SLC 10 1813 01 - SLC 10 1814 01 - SLC 10 1830 01 - SLC 10 1831 01 - SLC 12 1850 04
Own Source Revenue per Household	Own Source Revenues / SLC 02 0040 01
Own Source Revenue as a % of Total Revenues (Less Donated TCAs)	Own Source Revenues / (SLC 10 9910 01 - SLC 10 1831 01)
Total Revenues	SLC 10 9910 01
Annual Repayment Limit	The annual repayment limit is calculated annually as per Ontario regulation 403/02. To view the full calculation of the annual repayment limit, please go to the FIR website. <a href="https://efis.fma.csc.gov.on.ca/fir/ViewARL.htm">https://efis.fma.csc.gov.on.ca/fir/ViewARL.htm</a>
Own Purpose Taxation	ARLs for all municipalities (except the City of Toronto) are posted here as they are made available. SLC 10 0299 01
Direct Water Billings as % of Gross Water Expenditures	(SLC 12 0831 04 + SLC 12 0832 04) / (SLC 40 0831 11 + SLC 40 0832 11)
Taxable Res. Assessment as a % of Total Taxable Assessment	SLC 26 0010 17 / SLC 26 9199 17

### DISCOUNTED WEIGHTED ASSESSMENT <sup>11</sup> (Source: Financial Information Return)

Taxable	SLC 26 9199 17
PIL	SLC 26 9299 17
Total	SLC 26 9199 17 + SLC 26 9299 17

### RESIDENTIAL TAXES

# of Residential Households	Residential CVA and corresponding household counts are provided by OPTA (excludes the City of Toronto). Residential assessment includes: Single Family, 2 - 6 Units, Farm Residential and Recreational (where included). Note: does not include vacant land.
Avg Municipal Property Taxes Per Avg Residential Household	
Avg Total Property Taxes per Avg Residential Household	
Avg Total Property Taxes per Avg Residential Household as a % of Median Household Income (Tax Effort)	If labeled (Excl. RDUs) Recreational units are excluded.  An average household assessment is calculated by taking the sum of the CVA for these residential groups divided by the corresponding households.
# of Residential Households Excluding Recreational Properties (Excl. RDUs)	
Avg Municipal Property Taxes Per Avg Residential Household (Excl. RDUs)	
Avg Total Property Taxes per Avg Residential Household (Excl. RDUs)	
Avg Total Property Taxes per Avg Residential Household (Excl. RDUs) as a % of Median Household Income (Tax Effort)	An estimated tax rate for each tier (i.e. lower tier, upper tier and school) is applied to the average household assessment to calculate the averages taxes per household by tier. (the estimated tax rates are provided by OPTA).

# MUNICIPAL FINANCIAL PROFILES

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(Based on 2020 Financial Information Return)

Wellington North Tp

Wellington Co

Date Prepared:	
MSO Office:	Western
Prepared By:	

2020 FIR Load Status:	Updated Under Review
Last Updated:	August 24, 2021

2020 Households:	4,900
2020 Population:	12,920
2021 MFCI Index: <sup>18</sup>	4.9

Median Household Income (2016) : <sup>14</sup>	63,712
2021 Annual Repayment Limit:	2,443,387
Borrowing Capacity 7% over 10 yrs:	17,161,324

## RESIDENTIAL TAX RATES <sup>2</sup> (Source: Financial Information Return)

Lower / Single-Tier General Rate	SLC 22 0010 12 / SLC 22 0010 16
Upper-Tier General Rate	SLC 22 0010 13 / SLC 22 0010 16
Education Rate	SLC 22 0010 14 / SLC 22 0010 16

## TAXES RECEIVABLE

Total Taxes Receivable less Allowance for Uncollectibles	SLC 70 0699 01
Total Taxes Rec. less Allowance for Uncollectibles as % of Total Taxes Levied	SLC 70 0699 01 / (SLC 26 9199 03 - SLC 72 2899 09)
Current Year Taxes Receivable as % of Total Taxes Receivable	SLC 70 0610 01 / (SLC 70 0690 01 + SLC 70 0699 01)
Working Fund Reserves & Contingency Funds as % of Current Yr Taxes Rec.	(SLC 60 5010 02 + SLC 60 5020 03) / SLC 70 0610 01
Previous and Prior Years Taxes Receivable as % of Total Taxes Receivable	(SLC 70 0620 01 + SLC 70 0630 01) / (SLC 70 0699 01 + SLC 70 0690 01)

## GRANTS

Total Unconditional Grants	SLC 10 0699 01
Ontario Municipal Partnership Fund	SLC 10 0620 02
As % of Municipal Expenses	SLC 10 0620 01 / (SLC 40 9910 11 - SLC 12 9910 03 - SLC 12 9910 07)
Other	SLC 10 0699 01 - SLC 10 0620 01
Total Ontario Conditional Grants	SLC 10 0810 01 + SLC 10 0815 01
As a % of Municipal Expenses	(SLC 10 0810 01 + SLC 10 0815 01) / (SLC 40 9910 11 - SLC 12 9910 03 - SLC 12 9910 07)
Total Ontario Conditional and Unconditional Grants	
As a % of Municipal Expenses	(SLC 10 0699 01 + SLC 10 0810 01 + SLC 10 0815 01) / (SLC 40 9910 11 - SLC 12 9910 03 - SLC 12 9910 07)

## TOTAL DEBT BURDEN

Total Debt Burden	SLC 74 9910 01
Per Household	SLC 74 9910 01 / SLC 02 0040 01
Debt Servicing Cost	SLC 74 3099 01 + SLC 74 3099 02
Per Household	(SLC 74 3099 01 + SLC 74 3099 02) / SLC 02 0040 01
As a % of Municipal Expenses	(SLC 74 3099 01 + SLC 74 3099 02) / (SLC 40 9910 11 - SLC 12 9910 03 - SLC 12 9910 07)
As a % of Own Purpose Taxation	(SLC 74 3099 01 + SLC 74 3099 02) / SLC 10 0299 01
As a % of Own Source Revenue	(SLC 74 3099 01 + SLC 74 3099 02) / (SLC 10 9910 01 - SLC 10 0699 01 - SLC 10 0899 01 - SLC 10 1098 01 - SLC 10 1099 01 - SLC 10 1811 01 - SLC 10 1812 01 - SLC 10 1813 01 - SLC 10 1814 01 - SLC 10 1830 01 - SLC 10 1831 01 - SLC 12 1850 04)
As a % of Total Revenues (Less Donated TCAs)	(SLC 74 3099 01 + SLC 74 3099 02) / (SLC 10 9910 01 - SLC 10 1831 01)
Debt Service Coverage Ratio (Target: Ratio >= 2)	(SLC 10 9910 01 - SLC 40 9910 11 + SLC 40 9910 02 + SLC 40 9910 16) / (SLC 74 3099 01 + SLC 74 3099 02)

# MUNICIPAL FINANCIAL PROFILES

106

(Based on 2020 Financial Information Return)

Wellington North Tp

Wellington Co

Date Prepared:	
MSO Office:	Western
Prepared By:	

2020 FIR Load Status:	Updated Under Review
Last Updated:	August 24, 2021

2020 Households:	4,900
2020 Population:	12,920
2021 MFCI Index: <sup>18</sup>	4.9

Median Household Income (2016) : <sup>14</sup>	63,712
2021 Annual Repayment Limit:	2,443,387
Borrowing Capacity 7% over 10 yrs:	17,161,324

## LIABILITIES (Including Post-Employment Benefits)

Temp. Loans for Current Purposes as % of Municipal Expenses	SLC 70 2010 01 / (SLC 40 9910 11 - SLC 12 9910 03 - SLC 12 9910 07)
Post-Employment Benefits	SLC 70 2899 01
Total Reserves and Reserve Funds for Post-Employment Benefits	SLC 60 5060 02 + SLC 60 5060 03 + SLC 60 5070 02 + SLC 60 5070 03 + SLC 60 5080 02 + SLC 60 5080 03 + SLC 60 5090 02 + SLC 60 5090 03

## RESERVES AND RESERVE FUNDS

Total Reserves	SLC 60 2099 03
Total Discretionary Reserve Funds	SLC 60 2099 02
Total Reserves and Discretionary Reserve Funds	SLC 60 2099 02 + SLC 60 2099 03
Per Household	(SLC 60 2099 02 + SLC 60 2099 03) / SLC 02 0040 01
As a % of Total Taxes Receivable	(SLC 60 2099 02 + SLC 60 2099 03) / (SLC 70 0699 01 + SLC 70 0690 01)
As a % of Municipal Expenses	(SLC 60 2099 02 + SLC 60 2099 03) / (SLC 40 9910 11 - SLC 12 9910 03 - SLC 12 9910 07)
As a % of Own Purpose Taxation	(SLC 60 2099 02 + SLC 60 2099 03) / SLC 20 0299 01

## FINANCIAL ASSETS

Net Financial Assets or Net Debt as a % of Total Revenues (Less Donated TCAs)	SLC 70 9945 01 / (SLC 10 9910 01 - SLC 10 1831 01)
Net Financial Assets or Net Debt as % of Own Source Revenues	SLC 70 9945 01 / (SLC 10 9910 01 - SLC 10 0699 01 - SLC 10 0899 01 - SLC 10 1098 01 - SLC 10 1099 01 - SLC 10 1811 01 - SLC 10 1812 01 - SLC 10 1813 01 - SLC 10 1814 01 - SLC 10 1830 01 - SLC 10 1831 01 - SLC 12 1850 04)
Net Working Capital as a % of Municipal Expenses	(SLC 70 0299 02 + SLC 70 0499 01 + SLC 70 0699 01 + SLC 70 0830 01 + SLC 70 0835 01 + SLC 70 6250 01 + SLC 70 6260 01 + SLC 70 2010 01 + SLC 70 2299 01) / (SLC 40 9910 11 - SLC 12 9910 03 - SLC 12 9910 07)
Net Book Value of Capital Assets as a % of Cost of Capital Assets	(SLC 70 6210 01 - SLC 51 2005 11 - SLC 51 2205 11) / (SLC 51 9910 06 - SLC 51 2005 11 - SLC 51 2205 11)
Asset Sustainability Ratio (Target: > 90%)	SLC 51 9910 03 / SLC 51 9910 08
Closing Amortization Balance as a % of Total Cost of Capital Assets (Asset Consumption Ratio)	SLC 51 9910 10 / SLC 51 9910 06

## SURPLUS / DEFICIT

Annual Surplus / (Deficit) (Less Donated TCAs)	SLC 10 2099 01 - SLC 10 1831 01
Annual Surplus / (Deficit) (Less Donated TCAs) Adjusted for Ontario Budget Reg. 284/09)	SLC 10 2099 01 - SLC 10 1831 01 + SLC 40 9910 16 + (SLC 70 2799 01 (CY) - SLC 70 2799 01 (PY)) + (SLC 70 2899 01 (CY) - SLC 70 2899 01 (PY)) - SLC 74 3099 01 (CY = CURRENT YEAR, PY = PREVIOUS YEAR)
Annual Surplus / (Deficit) (Less Donated TCAs) as a % of Own Source Revenues	(SLC 10 2099 01 - SLC 10 1831 01) / (SLC 10 9910 01 - SLC 10 0699 01 - SLC 10 0899 01 - SLC 10 1098 01 - SLC 10 1099 01 - SLC 10 1811 01 - SLC 10 1812 01 - SLC 10 1813 01 - SLC 10 1814 01 - SLC 10 1830 01 - SLC 10 1831 01 - SLC 12 1850 04)
Current Ratio (Target: >= 100%)	(SLC 70 9930 01 - SLC 70 0829 01 - SLC 70 0845 01 - SLC 70 0898 01) / (SLC 70 2099 01 + SLC 70 2299 01)

## OTHER INDICATORS

Rates Coverage Ratio (Target: >=40%)	(SLC 10 0299 01 + SLC 10 1299 01 + SLC 10 1880 01 + SLC 10 1885 01) / SLC 40 9910 01
Cash Ratio (Total Cash and Cash Equivalents as a % of Current Liabilities)	SLC 70 0299 01 / (SLC 70 2099 01 + SLC 70 2299 01)
Operating Balance as a % of Total Revenues (Less Donated TCAs) <sup>15</sup>	(SLC 10 9910 01 - SLC 40 9910 07) / (SLC 10 9910 01 - SLC 10 1831 01)
Cumulative Annual Growth Rate <sup>16</sup>	((SLC 10 9910 01 (CY) / SLC 10 9910 01 (CY - 3) ^ (1/3) - 1) - ((SLC 40 9910 07 (CY) / SLC 40 9910 07 (CY - 3) ^ (1/3) - 1))
Interest Payments as a % of Total Revenues (Less Donated TCAs)	SLC 74 2099 02 / (SLC 10 9910 01 - SLC 10 1831 01)



# Staff Report

**To:** Mayor and Members of Council Meeting of February 7, 2022

**From:** Corey Schmidt, Manager, Environmental & Development Services  
Sara McDougall, Process Compliance Analyst  
Kyle Davis, Risk Management Official

**Subject:** OPS 2022-006 being a report on the Township’s 2021 Drinking Water Systems Annual and Summary Report

**RECOMMENDATION**

**THAT** Council of the Corporation of Wellington North approve Report OPS 2022-006 being a consolidated report on the Township’s 2021 drinking water systems annual and summary report;

**AND FURTHER THAT** the Council directs staff to submit the approved report to the applicable agencies and make the report available to the public.

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

None

**BACKGROUND**

The Township of Wellington North has a requirement under Ontario Regulation 170/03, a regulation made under the Safe Drinking Water Act, 2002, to complete an annual report (Section 11) and a summary report (Schedule 22) on the municipal drinking water system it operates. Both reports must be available to the public and the summary report must be submitted to the drinking water system owner.

For 2021, the water and sewer department has consolidated these report requirements into one comprehensive report that covers the requirements of Section 11 and Schedule 22 for both municipal water systems. Section 11 is to be made available to the public by February 28<sup>th</sup> and Schedule 22 is to be approved by Council and made available to the public upon approval and no later than March 31<sup>st</sup>.

A copy of the consolidated report is attached as schedule A.

**FINANCIAL CONSIDERATIONS**

None

<b>ATTACHMENTS</b>
--------------------

Schedule A – 2021 Drinking Water Systems Annual & Summary Report – dated Feb. 1, 2022

<b>STRATEGIC PLAN 2019 – 2022</b>
-----------------------------------

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>	Sara McDougall, Process Compliance Analyst	<i>Sara McDougall</i>
<b>Recommended By:</b>	Michael Givens, Chief Administrative Officer	<i>Michael Givens</i>



# Annual and Summary Report

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For the Period of Jan. 1, 2021 to Dec. 31, 2021

**For Arthur and Mount Forest Drinking Water Systems**

Prepared By:

Sara McDougall, Process and Compliance Analyst  
Water and Sewer Department

Revision Date: February 1, 2022

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## Introduction

### Purpose

The purpose of this report is to provide information to several stakeholders and to satisfy the regulatory requirements of the Safe Drinking Water Act (SDWA), reporting required under Ontario Regulation 170/03 (Section 11 and Schedule 22). The report is a compilation of information that helps to demonstrate the ongoing provision of safe, consistent supply of high-quality drinking water to customers located within the Township of Wellington North (Arthur and Mount Forest).

### Scope

This Annual and Summary report includes information from both Mount Forest and Arthur Drinking Water Systems for the period of January 1<sup>st</sup> to December 31<sup>st</sup>, 2021 (unless otherwise noted). The report is a collection of information that was previously found in two separate reports (Annual Report and Summary 22 Report to Council). The information is required to be reported to the following:

- the Drinking Water System Owners (Township of Wellington North Council);
- the public and customers

This report satisfies the requirements of both the Safe Drinking Water Act (SDWA) and Ontario Regulation 170/03:

-Section 11, Annual Reports which includes:

- a brief description of the drinking water systems;
- a list of water treatment chemicals used;
- a summary of the most recent water tests results required under O. Reg.170/03 or an approval, Municipal Drinking Water License (MDWL) or order;
- a summary of adverse test results and other issues reported to the Ministry including corrective action taken;
- a description of major expenses incurred to install, repair or replace required equipment;
- the location where this report is available for inspection/review.

And;

-Schedule 22, Summary Report which includes:

- list the requirements of the Safe Drinking Water Act, the Regulations, Drinking Water Works Permits (DWWP), Municipal Drinking Water License (MDWL), and any orders applicable to the system that were not met at any time during the period covered by the report;
- for each requirement that was not met, the duration of the failure and measures that were taken to correct the failure;
- a summary of the quantities and flow rates of the water supplied during the period covered by the report, including monthly average and maximum daily flows; and

- a comparison of this information to the rated capacity and flow rates approved in the system's approval, DWWP and/or MDWL.

This report satisfies applicable requirements for both the Arthur and Mount Forest Drinking Water Systems.

A copy of this report is available for viewing online at [www.wellington-north.com](http://www.wellington-north.com)

Inquiries can be made by emailing [smcdougall@wellington-north.com](mailto:smcdougall@wellington-north.com) or by calling 519-848-3620 x 4006

#### Notice

Please note that every reasonable effort is made to ensure the accuracy of this report. This report is published with the best available information at the time of the publication. In the events that errors or omissions occur, the online report will be updated. Please refer to the online version of the report for the most current version.

#### Systems Overview

The role of the water department is to provide customers and the community with safe, consistent supply of high-quality drinking water while meeting, exceeding, and continually improving on legal, operational, and quality management system requirements.

The Arthur and Mount Forest drinking water systems are Class II Water and Distribution Supply Subsystems, composed of groundwater wells and water distribution system. From January 1<sup>st</sup> to December 31<sup>st</sup>, 2021, certified staff of three Operators, one Lead Hand, one Manager and one Process Compliance Analyst operated and maintained the systems.

The water department received full scope reaccreditation to the Drinking Water Quality Management Standard after a successful off-site audit on July 9<sup>th</sup>, 2021 conducted by a third-party accreditation body. This full accreditation satisfies part of the requirements under the Municipal Drinking Water Licensing Program.

#### Arthur Drinking Water System

Arthur's municipal drinking water system provides water for a permanent population of approximately 2,333, comprised of approximately 997 residential connections and 110 Industrial/Commercial/Institutional (ICI). ICI customers are fully metered and residential units are on a flat rate system. Arthur has approximately 19.5 km of water main.

The Arthur water system is comprised of three drilled wells, two pump houses, two elevated storage tanks and a water distribution system. The township uses 12% sodium hypochlorite for disinfection. Sodium silicate is used for iron sequestering at Well #7 and Waterworx is used at Well #8 for manganese sequestering. Each well is equipped with one well pump, discharge piping, and disinfection equipment. Well #8 is equipped with a back-up diesel generator. The system's supply for fire protection, peak

demands and emergencies, is stored within two elevated storage tanks, one with a capacity of 1137 m<sup>3</sup> and one with a capacity of 227m<sup>3</sup>.

The well pumps and associated metering pumps are started and stopped based on the water level in elevated tank number one. Once the low water level in the tank has been reached, the pump stations are called upon to supply the distribution system with the excess filling the elevated storage tanks to the normal top water level. This system is a demand/storage system. When the level drops below the lead pump start level, the lead well pump will start. If the level continues to drop, the next duty pump in sequence will start. All pumps stop at the normal top water level until the water level drops in elevated tank number one and the pumps are required again. Whenever all pumps have stopped; the pump sequence changes. Pumps removed from service are automatically skipped.

From January 1<sup>st</sup> to December 31<sup>st</sup>, 2021, a total of 365,993.37 cubic meters of water was treated and pumped to the system. The average daily water demand was 1,002.32 cubic meters. The highest daily use of water occurred on June 17, 2021 when 1,541.74 cubic meters of water was pumped.

### **Mount Forest Drinking Water System**

Mount Forest's municipal drinking water system provides water for a permanent population of approximately 4,643, comprised of approximately 2,155 residential connections and 241 ICI connections. ICI customers are fully metered and residential units are on a flat rate system. Mount Forest distribution system is approximately 37 km of water main.

The Mount Forest water system is comprised of four groundwater wells, four pump houses, a standpipe, and a water distribution system. The township uses 12% sodium hypochlorite for disinfection. Each well is equipped with one well pump, discharge piping, and disinfection equipment. Well #3 is equipped with a back-up diesel generator and a booster pump. The system's supply for fire protection, peak demands and emergencies, is stored within a 2083 m<sup>3</sup> standpipe.

The well pumps and sodium hypochlorite metering pumps are started and stopped based on the standpipe water level. Once the low water level in the tank has been reached, the pump stations are called upon to supply the distribution system with the excess filling the standpipe to the normal top water level. This system is a demand/storage system. When the level drops below the lead pump start level, the lead well pump will start. If the level continues to drop, the first, second and third lag well pumps will be started, respectively. All pumps stop at the normal top water level until the water levels drops in the standpipe and the pumps are required again. Whenever all pumps have stopped; the pump sequence changes. Pumps removed from service are automatically skipped.

From January 1<sup>st</sup> to December 31<sup>st</sup>, 2021, a total of 522,761.17 cubic meters of water was treated and pumped to the system. The average daily water demand was 1,431.65 cubic meters. The highest daily use of water occurred on June 13, 2021 when 2,870.10 cubic meters of water was pumped.

## Sampling and Testing

The Township of Wellington North's certified operators regularly test the water within the overall system including the raw water at the well source(s), after treatment, and within the distribution system. From January 1<sup>st</sup> to December 31<sup>st</sup>, 2021, all regulatory microbiological and chemical quality samples were taken by certified operators and tests performed by accredited, licensed laboratories on water samples collected throughout the drinking water system. These tests include regulatory testing, and those results are included in this report.

Arthur and Mount Forest drinking water systems are defined as large residential systems operated under the regulatory requirements of the Safe Drinking Water Act and the Ontario Water Resources Act (accessed at [www.e-laws.gov.on.ca](http://www.e-laws.gov.on.ca)). The Arthur Drinking Water System is operated under Municipal Drinking Water License (MDWL) 113-101 and the Drinking Water Works Permit (DWWP) 113-201. The Mount Forest Drinking Water System is operated under MDWL 113-102 and DWWP 113-202.

The MDWL and the DWWP describe system-specific requirements that are supplementary to provincial regulations and act as a license for water supply and distribution operations. These documents outline specific conditions and requirements regarding operation, maintenance and upgrades that are required by the system and are considered regulatory in nature. These documents are available by request for viewing at 160 Preston Street, Arthur.

## Summary Report

### a) Incidents of Regulatory Non-Compliance

This section describes all incidents of non-compliance (excluding those defined as "Adverse Water Quality Incidents" (AWQI) reported in Section B of this report). AWQI's are required to be reported to the Ministry of Environment, Conservation & Parks (MECP) with respect to the following Acts and related regulations: Ontario Water Resources Act (OWRA), Safe Drinking Water Act (SDWA), the Environmental Protection Act (EPA), and Municipal Drinking Water Licenses (MDWL) and Drinking Water Works Permits (DWWP).

The most recent assessment of compliance for Arthur and Mount Forest Drinking Water Systems as determined by the MECP during the 2021 Annual Inspections resulted in a final inspection rating of 100% for each facility.

There was no non-compliance for either Arthur or Mount Forest Drinking Water Systems during the MECP inspections in 2021.

### b) Adverse Water Quality Incidents

This section describes all "Adverse Water Quality Incidents" (AWQI). This term refers to any unusual test results from treated water that does not meet a provincial water quality standard, or situation where disinfection of the water may be compromised. An adverse water quality incident indicates that on at least one occasion, a water quality standard was not met.

There were zero AWQI in Mount Forest and zero AWQI in Arthur in 2021.

### c) Summaries of Flow Rates and Water Supply Capacities

The Safe Drinking Water Act (SDWA) and the Ontario Water Resources Act (OWRA) each require that operating authority's record and report water takings as governed by the Permits to Take Water (PTTW). The following tables list the quantities and flow rates of the water supplied during this reporting period, including monthly average and maximum daily flows, daily instantaneous peak flow rates and a comparison to the rated capacity and flow rates specified in the system approval:

**Table 1: Arthur Well #7b Flows**

**Approved Volume (m<sup>3</sup>/day): 1961**

**Approved Flow Rate (L/sec): 22.7**

	<b>Avg Daily Volume (m<sup>3</sup>)</b>	<b>% of Approved Volume</b>	<b>Max Daily Volume (m<sup>3</sup>)</b>	<b>% of Approved Volume</b>	<b>Peak Flow Rate (L/sec)</b>	<b>% of Approved Flow Rate</b>
<b>January</b>	308.93	15.8	644.85	32.9	19.94	87.8
<b>February</b>	307.89	15.7	774.77	39.5	19.53	86.0
<b>March</b>	284.85	14.5	542.81	27.7	20.30	89.4
<b>April</b>	267.40	13.6	622.39	31.7	19.68	86.7
<b>May</b>	399.28	20.4	974.69	49.7	20.09	88.5
<b>June</b>	396.69	20.2	819.64	41.8	19.94	87.8
<b>July</b>	349.80	17.8	756.80	38.6	20.26	89.3
<b>August</b>	379.75	19.4	770.10	39.3	19.79	87.2
<b>September</b>	350.58	17.9	620.23	31.6	20.34	89.6
<b>October</b>	387.10	19.7	836.63	42.7	19.90	87.7
<b>November</b>	336.33	17.2	628.93	32.1	19.64	86.5
<b>December</b>	338.86	17.3	850.35	43.4	19.98	88.0

Table 2: Arthur Well #8a Flows

Approved Volume (m<sup>3</sup>/day): 2255

Approved Flow Rate (L/sec): 26.1

	Avg Daily Volume (m <sup>3</sup> )	% of Approved Volume	Max Daily Volume (m <sup>3</sup> )	% of Approved Volume	Peak Flow Rate (L/sec)	% of Approved Flow Rate
January	289.93	12.9	456.26	20.2	22.27	85.3
February	301.57	13.4	510.28	22.6	22.20	85.1
March	332.27	14.7	582.91	25.8	22.23	85.2
April	366.30	16.2	697.85	30.9	22.12	84.8
May	341.57	15.1	687.08	30.5	22.51	86.2
June	403.84	17.9	693.81	30.8	22.48	86.1
July	351.42	15.6	708.47	31.4	22.87	87.6
August	379.08	16.8	785.25	34.8	22.09	84.6
September	355.75	15.8	550.19	24.4	21.78	83.4
October	314.41	13.9	684.42	30.4	21.88	83.8
November	295.69	13.1	551.13	24.4	22.65	86.8
December	268.36	11.9	491.24	21.8	21.90	83.9

Table 3: Arthur Well #8b Flows

Approved Volume (m<sup>3</sup>/day): 2255

Approved Flow Rate (L/sec): 26.1

	Avg Daily Volume (m <sup>3</sup> )	% of Approved Volume	Max Daily Volume (m <sup>3</sup> )	% of Approved Volume	Peak Flow Rate (L/sec)	% of Approved Flow Rate
January	280.28	12.4	375.06	16.6	21.52	82.8
February	309.08	13.7	561.56	24.9	21.31	81.6
March	345.16	15.3	647.79	28.7	21.13	81.0
April	302.08	13.4	550.67	24.4	22.02	84.4
May	343.36	15.2	635.82	28.2	22.01	84.4
June	386.45	17.1	617.47	27.4	21.58	82.7
July	363.96	16.1	776.58	34.4	21.28	81.5
August	348.34	15.4	616.97	27.4	21.13	81.0
September	325.88	14.5	512.09	22.7	21.23	81.3
October	282.97	12.5	622.71	27.6	21.34	81.8
November	326.32	14.5	492.32	21.8	21.99	84.3
December	306.31	13.6	517.68	23.0	21.53	82.5

There was 365,993.37 m<sup>3</sup> of water processed in Arthur for 2021 (Jan. 01 to Dec. 31). This represents 2.9 % decrease compared to the same time period in 2020 and 7.2 % decrease from 2019.

**Table 4: Mount Forest Well #3 Flows****Approved Volume (m<sup>3</sup>/day): 1637****Approved Flow Rate (L/sec):22.7**

	<b>Avg Daily Volume (m<sup>3</sup>)</b>	<b>% of Approved Volume</b>	<b>Max Daily Volume (m<sup>3</sup>)</b>	<b>% of Approved Volume</b>	<b>Peak Flow Rate (L/sec)</b>	<b>% of Approved Flow Rate</b>
<b>January</b>	284.72	17.4	512.06	31.3	18.40	81.1
<b>February</b>	289.19	17.7	498.81	30.5	18.28	80.5
<b>March</b>	282.36	17.2	504.57	30.8	20.67	91.1
<b>April</b>	274.31	16.8	504.33	30.8	18.67	82.2
<b>May</b>	291.19	17.8	598.55	36.6	18.86	83.1
<b>June</b>	313.21	19.1	539.39	32.9	18.61	82.0
<b>July</b>	268.12	16.4	492.95	30.1	18.64	82.1
<b>August</b>	346.43	21.2	673.90	41.2	19.08	84.1
<b>September</b>	277.80	17.0	489.34	29.9	18.55	81.7
<b>October</b>	268.67	16.4	508.89	31.1	19.15	84.4
<b>November</b>	247.34	15.1	515.82	31.5	19.01	83.7
<b>December</b>	284.55	17.4	487.35	29.8	18.48	81.4

**Table 5: Mount Forest Well #4 Flows****Approved Volume (m<sup>3</sup>/day): 1964****Approved Flow Rate (L/sec): 22.7**

	<b>Avg Daily Volume (m<sup>3</sup>)</b>	<b>% of Approved Volume</b>	<b>Max Daily Volume (m<sup>3</sup>)</b>	<b>% of Approved Volume</b>	<b>Peak Flow Rate (L/sec)</b>	<b>% of Approved Flow Rate</b>
<b>January</b>	342.81	17.5	654.05	33.3	19.28	84.9
<b>February</b>	386.06	19.7	734.15	37.4	19.50	85.9
<b>March</b>	333.44	17.0	659.95	33.6	19.44	85.6
<b>April</b>	331.67	16.9	645.64	32.9	19.52	86.0
<b>May</b>	276.08	14.1	469.64	23.9	19.68	86.7
<b>June</b>	364.56	18.6	797.98	40.6	19.25	85.9
<b>July</b>	344.78	17.6	718.34	36.6	19.35	85.2
<b>August</b>	376.28	19.2	628.71	32.0	19.55	86.1
<b>September</b>	439.20	22.4	924.61	47.1	19.09	84.1
<b>October</b>	309.06	15.7	633.68	32.3	19.48	85.8
<b>November</b>	314.93	16.0	558.24	28.4	19.49	85.9
<b>December</b>	319.57	16.3	634.57	32.3	19.44	85.6

**Table 6: Mount Forest Well #5 Flows****Approved Volume (m3/day): 3928****Approved Flow Rate (L/sec): 45.5**

	<b>Avg Daily Volume (m<sup>3</sup>)</b>	<b>% of Approved Volume</b>	<b>Max Daily Volume (m<sup>3</sup>)</b>	<b>% of Approved Volume</b>	<b>Peak Flow Rate (L/sec)</b>	<b>% of Approved Flow Rate</b>
<b>January</b>	272.29	6.9	539.96	13.7	35.28	77.5
<b>February</b>	304.63	7.8	621.12	15.8	34.62	76.1
<b>March</b>	386.52	9.8	815.53	20.8	34.90	76.7
<b>April</b>	336.31	8.6	520.28	13.2	35.67	78.4
<b>May</b>	509.00	13.0	1033.79	26.3	36.17	79.5
<b>June</b>	602.96	15.4	921.87	23.5	36.00	79.1
<b>July</b>	410.39	10.4	778.83	19.8	35.78	78.6
<b>August</b>	365.28	9.3	1016.95	25.9	36.42	80.0
<b>September</b>	156.92	4.0	540.14	13.8	38.57	84.8
<b>October</b>	383.24	9.8	685.02	17.4	42.54	93.5
<b>November</b>	364.33	9.3	698.62	17.8	38.14	83.8
<b>December</b>	287.18	7.3	583.89	14.9	35.65	78.4

**Table 7: Mount Forest Well #6 Flows****Approved Volume (m3/day): 3928****Approved Flow Rate (L/sec): 45.5**

	<b>Avg Daily Volume (m<sup>3</sup>)</b>	<b>% of Approved Volume</b>	<b>Max Daily Volume (m<sup>3</sup>)</b>	<b>% of Approved Volume</b>	<b>Peak Flow Rate (L/sec)</b>	<b>% of Approved Flow Rate</b>
<b>January</b>	423.79	10.8	796.12	20.3	31.75	69.8
<b>February</b>	334.25	8.5	719.20	18.3	32.93	72.4
<b>March</b>	340.86	8.7	699.50	17.8	32.77	72.0
<b>April</b>	375.52	9.6	622.94	15.9	32.95	72.4
<b>May</b>	427.24	10.9	900.13	22.9	33.41	73.4
<b>June</b>	525.69	13.4	920.02	23.4	34.03	74.8
<b>July</b>	535.50	13.6	966.70	24.6	33.61	73.9
<b>August</b>	507.28	12.9	949.62	24.2	33.85	74.4
<b>September</b>	518.16	13.2	839.86	21.4	31.78	69.8
<b>October</b>	388.31	9.9	720.05	18.3	33.79	74.3
<b>November</b>	426.30	10.9	872.68	22.2	33.70	74.1
<b>December</b>	431.51	11.0	912.64	23.2	33.38	73.4

**There was 522,761.17 m<sup>3</sup> of water processed in Mount Forest for 2021 (Jan. 01 to Dec. 31).** This represents 3.7% increase compared to the same time period in 2020 and 0.85% increase from 2019.



#### d) Raw and Treated Water Quality

This section describes the water quality monitoring, both regulatory and operational, that has been completed in 2021.

##### Water Quality Review

Under the SDWA, municipalities are required to monitor both the raw and treated quality of the source water supplied. This monitoring is performed for both regulatory compliance and due diligence and is expected to identify any changes within the treated water as well as in raw source waters.

**Table 8: O. Regulation 170/03 Schedule 7-2, Distribution Manual Free Chlorine Residual Summary**

Parameter	ODWQS	Total Analyzed	Total Outside ODWQS Criteria	Range	Units
Arthur Free Chlorine Residual	0.05 - 4.0	365	0	0.67 to 1.98	mg/L
Mount Forest Free Chlorine Residual	0.05 - 4.0	365	0	0.70 to 1.92	mg/L

**Table 9: O. Regulation 170/03 Schedule 10-4- Raw Bacteriological Sampling Summary**

Parameter	ODWQS	Total Analyzed	Total Outside ODWQS Criteria	Range	Units
Arthur Raw - T.coli	n/a	156	n/a	0	cfu/100mL
Arthur Raw - E.coli	n/a	156	n/a	0	cfu/100mL
Mount Forest Raw - T.coli	n/a	208	n/a	0	cfu/100mL
Mount Forest Raw - E.coli	n/a	208	n/a	0	cfu/100mL

**Table 10: O. Regulation 170/03 Schedule 10-3, Treated Bacteriological Sampling Summary**

Parameter	ODWQS	Total Analyzed	Total Outside ODWQS Criteria	Range	Units
Arthur Treated - T.coli	0	104	0	0	cfu/100mL
Arthur Treated - E.coli	0	104	0	0	cfu/100mL
Mount Forest Treated - T.coli	0	208	0	0	cfu/100mL
Mount Forest Treated - E.coli	0	208	0	0	cfu/100mL

**Table 11: O. Regulation 170/03 Schedule 10-2, Distribution Samples Summary**

Parameter	ODWQS	Total Analyzed	Total Outside ODWQS Criteria	Range	Units
Arthur Distribution - T.coli	0	156	0	0	cfu/100mL
Arthur Distribution - E.coli	0	156	0	0	cfu/100mL
Arthur Distribution - HPC	n/a	156	n/a	<10 – 40	cfu/mL
Mount Forest Distribution - T.coli	0	208	0	0	cfu/100mL
Mount Forest Distribution - E.coli	0	208	0	0	cfu/100mL
Mount Forest Distribution - HPC	n/a	208	n/a	<10 – 800	cfu/mL

### **Treated Water Quality- O. Regulation 170/03 Schedule 13-6, 13-6.1 and 13-7, “Three Month” Sampling Results Summary**

In 2021, all operational Treated sources were sampled and analyzed for Schedule 13-6, 13-6.1 and 13-7 parameters as per O.Reg. 170-03.

Regulation 170/03, Schedule 13-6 requires a minimum of one distribution sample taken from the Distribution System where THM’s (trihalomethanes) are most likely to develop (locations with high retention times). The Maximum Allowable Concentration (MAC) for THM’s is 100 ug/L. However, for this parameter the MAC uses a running annual average of quarterly samples.

The results of the running average value for THM’s for all related Distribution System samples in 2021 are below the ½ MAC (half of the maximum allowable concentration). Mount Forest had an annual running average of 21.5 ug/L of Total THM’s and Arthur had an annual running average of 21 ug/L of Total THM’s.

Regulation 170/03, Schedule 13-6.1 requires a minimum of one distribution sample taken from the Distribution System where HAA’s (haloacetic acids) are most likely to develop. On January 1, 2020, the Maximum Allowable Concentration (MAC) for HAA’s of 80 ug/L came into effect. For this parameter, the MAC uses a running annual average of quarterly samples.

The results of HAA’s for all related Distribution System samples in 2021 are below the ½ MAC (half of the maximum allowable concentration). Mount Forest had an annual running average of <5.3 ug/L of HAA’s and Arthur had an annual running average of <5.3 ug/L of HAA’s.

All operational Treated Sources were sampled and analyzed for Nitrates and Nitrites as per Regulation 170/03, Schedule 13-7. There was no instance of any adverse results in 2021.

**Table 12: O. Regulation 170/03 Schedule 13-7, Nitrite and Nitrate Sampling Results Summary**

Arthur	Date	ODWQS MAC	Well #7b	Well #8a/b
<b>Nitrite (mg/L)</b>	Feb 2021	1	0.007	0.003<MDL
	May 2021	1	0.004	0.003<MDL
	Aug 2021	1	0.003<MDL	0.003<MDL
	Nov 2021	1	0.003<MDL	0.003<MDL
<b>Nitrate (mg/L)</b>	Feb 2021	10	0.007	0.006<MDL
	May 2021	10	0.008	0.006<MDL
	Aug 2021	10	0.007	0.006<MDL
	Nov 2021	10	0.006<MDL	0.006<MDL

\*MDL- method detection limit

Mount Forest	Date	ODWQS MAC	Well #3	Well #4	Well #5	Well #6
<b>Nitrite (mg/L)</b>	Feb 2021	1	0.003<MDL	0.003<MDL	0.003<MDL	0.003<MDL
	May 2021	1	0.007	0.003<MDL	0.004	0.003<MDL
	Aug 2021	1	0.003<MDL	0.003<MDL	0.003<MDL	0.003<MDL
	Nov 2021	1	0.003<MDL	0.003<MDL	0.003<MDL	0.003<MDL
<b>Nitrate (mg/L)</b>	Feb 2021	10	0.084	0.006<MDL	2.25	0.006<MDL
	May 2021	10	0.074	0.006<MDL	2.27	0.006<MDL
	Aug 2021	10	0.075	0.006<MDL	2.36	0.006<MDL
	Nov 2021	10	0.072	0.006<MDL	2.08	0.006<MDL

\*MDL- method detection limit

**Treated Water Quality Statistics- O. Regulation 170/03 Schedule 23 Results Summary**

If sampling for a particular schedule's parameters (e.g., Schedule 23 or 24) did not occur within the calendar year of the report, then the most recent values are required to be included in the report for reference.

**Table 13: O. Regulation 170/03 Schedule 23 Results Arthur Well #7b**

Parameter	Sample Date	Result Value	MAC	Unit of Measure	Exceedance
<b>Antimony</b>	Aug. 23/21	0.9<MDL	<b>6</b>	ug/L	No
<b>Arsenic</b>	Aug. 23/21	3	<b>10</b>	ug/L	No
<b>Barium</b>	Aug. 23/21	56.4	<b>1000</b>	ug/L	No
<b>Boron</b>	Aug. 23/21	84	<b>5000</b>	ug/L	No
<b>Cadmium</b>	Aug. 23/21	0.006	<b>5</b>	ug/L	No
<b>Chromium</b>	Aug. 23/21	0.18	<b>50</b>	ug/L	No
<b>Mercury</b>	Aug. 23/21	0.01<MDL	<b>1</b>	ug/L	No
<b>Selenium</b>	Aug. 23/21	0.04<MDL	<b>50</b>	ug/L	No
<b>Uranium</b>	Aug. 23/21	0.229	<b>20</b>	ug/L	No

Table 14: O. Regulation 170/03 Schedule 23 Results Arthur Well #8

Parameter	Sample Date	Result Value	MAC	Unit of Measure	Exceedance
Antimony	Aug. 23/21	0.9<MDL	6	ug/L	No
Arsenic	Aug. 23/21	0.2<MDL	10	ug/L	No
Barium	Aug. 23/21	59.2	1000	ug/L	No
Boron	Aug. 23/21	60	5000	ug/L	No
Cadmium	Aug. 23/21	0.004	5	ug/L	No
Chromium	Aug. 23/21	0.25	50	ug/L	No
Mercury	Aug. 23/21	0.01<MDL	1	ug/L	No
Selenium	Aug. 23/21	0.04<MDL	50	ug/L	No
Uranium	Aug. 23/21	0.43	20	ug/L	No

Table 15: O. Regulation 170/03 Schedule 23 Results Mount Forest Well #3

Parameter	Sample Date	Result Value	MAC	Unit of Measure	Exceedance
Antimony	Jan. 14/19	0.06	6	ug/L	No
Arsenic	Jan. 14/19	1.2	10	ug/L	No
Barium	Jan. 14/19	117	1000	ug/L	No
Boron	Jan. 14/19	32	5000	ug/L	No
Cadmium	Jan. 14/19	0.003<MDL	5	ug/L	No
Chromium	Jan. 14/19	0.11	50	ug/L	No
Mercury	Jan. 14/19	0.01<MDL	1	ug/L	No
Selenium	Jan. 14/19	0.04<MDL	50	ug/L	No
Uranium	Jan. 14/19	0.287	20	ug/L	No

Table 16: O. Regulation 170/03 Schedule 23 Results Mount Forest Well #4

Parameter	Sample Date	Result Value	MAC	Unit of Measure	Exceedance
Antimony	Jan. 14/19	0.04	6	ug/L	No
Arsenic	Jan. 14/19	0.9	10	ug/L	No
Barium	Jan. 14/19	179	1000	ug/L	No
Boron	Jan. 14/19	32	5000	ug/L	No
Cadmium	Jan. 14/19	0.003<MDL	5	ug/L	No
Chromium	Jan. 14/19	0.12	50	ug/L	No
Mercury	Jan. 14/19	0.01<MDL	1	ug/L	No
Selenium	Jan. 14/19	0.04<MDL	50	ug/L	No
Uranium	Jan. 14/19	0.191	20	ug/L	No

**Table 17: O. Regulation 170/03 Schedule 23 Results Mount Forest Well #5**

Parameter	Sample Date	Result Value	MAC	Unit of Measure	Exceedance
<b>Antimony</b>	Jan. 14/19	0.06	<b>6</b>	ug/L	No
<b>Arsenic</b>	Jan. 14/19	0.2 <MDL	<b>10</b>	ug/L	No
<b>Barium</b>	Jan. 14/19	142	<b>1000</b>	ug/L	No
<b>Boron</b>	Jan. 14/19	32	<b>5000</b>	ug/L	No
<b>Cadmium</b>	Jan. 14/19	0.009	<b>5</b>	ug/L	No
<b>Chromium</b>	Jan. 14/19	0.14	<b>50</b>	ug/L	No
<b>Mercury</b>	Jan. 14/19	0.01 <MDL	<b>1</b>	ug/L	No
<b>Selenium</b>	Jan. 14/19	0.57	<b>50</b>	ug/L	No
<b>Uranium</b>	Jan. 14/19	0.66	<b>20</b>	ug/L	No

**Table 18: O. Regulation 170/03 Schedule 23 Results Mount Forest Well #6**

Parameter	Sample Date	Result Value	MAC	Unit of Measure	Exceedance
<b>Antimony</b>	Jan. 14/19	0.09	<b>6</b>	ug/L	No
<b>Arsenic</b>	Jan. 14/19	0.6	<b>10</b>	ug/L	No
<b>Barium</b>	Jan. 14/19	124	<b>1000</b>	ug/L	No
<b>Boron</b>	Jan. 14/19	30	<b>5000</b>	ug/L	No
<b>Cadmium</b>	Jan. 14/19	0.003<MDL	<b>5</b>	ug/L	No
<b>Chromium</b>	Jan. 14/19	0.09	<b>50</b>	ug/L	No
<b>Mercury</b>	Jan. 14/19	0.01<MDL	<b>1</b>	ug/L	No
<b>Selenium</b>	Jan. 14/19	0.04<MDL	<b>50</b>	ug/L	No
<b>Uranium</b>	Jan. 14/19	0.276	<b>20</b>	ug/L	No

**Treated Water Quality Statistics- O. Regulation 170/03 Schedule 24 Results Summary**

If sampling for a particular schedule's parameters (e.g., Schedule 23 or 24) did not occur within the calendar year of the report, then the most recent values are required to be included in the report for reference.

**Table 19: O. Regulation 170/03 Schedule 24 Results for Arthur Well #7b**

Parameter	Sample Date	Result Value	MAC	Unit of Measure	Exceedance
<b>Alachlor</b>	Aug. 23/21	0.02<MDL	<b>5</b>	ug/L	No
<b>Atrazine + N-dealkylated metabolites</b>	Aug. 23/21	0.01<MDL	<b>5</b>	ug/L	No
<b>Azinphos-methyl</b>	Aug. 23/21	0.05<MDL	<b>20</b>	ug/L	No

Parameter	Sample Date	Result Value	MAC	Unit of Measure	Exceedance
Benzene	Aug. 23/21	0.32<MDL	1	ug/L	No
Benzo(a)pyrene	Aug. 23/21	0.004<MDL	0.01	ug/L	No
Bromoxynil	Aug. 23/21	0.33<MDL	5	ug/L	No
Carbaryl	Aug. 23/21	0.05<MDL	90	ug/L	No
Carbofuran	Aug. 23/21	0.01<MDL	90	ug/L	No
Carbon Tetrachloride	Aug. 23/21	0.17<MDL	2	ug/L	No
Chlorpyrifos	Aug. 23/21	0.02<MDL	90	ug/L	No
Diazinon	Aug. 23/21	0.02<MDL	20	ug/L	No
Dicamba	Aug. 23/21	0.20<MDL	120	ug/L	No
1,2-Dichlorobenzene	Aug. 23/21	0.41<MDL	200	ug/L	No
1,4-Dichlorobenzene	Aug. 23/21	0.36<MDL	5	ug/L	No
1,2-Dichloroethane	Aug. 23/21	0.35<MDL	5	ug/L	No
1,1-Dichloroethylene (vinylidene chloride)	Aug. 23/21	0.33<MDL	14	ug/L	No No
Dichloromethane	Aug. 23/21	0.35<MDL	50	ug/L	No
2-4 Dichlorophenol	Aug. 23/21	0.15<MDL	900	ug/L	No
2,4-Dichlorophenoxy acetic acid (2,4-D)	Aug. 23/21	0.19<MDL	100	ug/L	No
Diclofop-methyl	Aug. 23/21	0.40<MDL	9	ug/L	No
Dimethoate	Aug. 23/21	0.06<MDL	20	ug/L	No
Diquat	Aug. 23/21	1.0<MDL	70	ug/L	No
Diuron	Aug. 23/21	0.03<MDL	150	ug/L	No
Glyphosate	Aug. 23/21	1.0<MDL	280	ug/L	No
Malathion	Aug. 23/21	0.02<MDL	190	ug/L	No
MCPA	Aug. 23/21	0.00012<MDL	0.1	mg/L	No
Metolachlor	Aug. 23/21	0.01<MDL	50	ug/L	No
Metribuzin	Aug. 23/21	0.02<MDL	80	ug/L	No
Monochlorobenzene	Aug. 23/21	0.3<MDL	80	ug/L	No
Paraquat	Aug. 23/21	1.0<MDL	10	ug/L	No
Pentachlorophenol	Aug. 23/21	0.15<MDL	60	ug/L	No
Phorate	Aug. 23/21	0.01<MDL	2	ug/L	No
Picloram	Aug. 23/21	1.0<MDL	190	ug/L	No
Polychlorinated Biphenyls(PCB)	Aug. 23/21	0.04<MDL	3	ug/L	No
Prometryne	Aug. 23/21	0.03<MDL	1	ug/L	No
Simazine	Aug. 23/21	0.01<MDL	10	ug/L	No
Terbufos	Aug. 23/21	0.01<MDL	1	ug/L	No
Tetrachloroethylene	Aug. 23/21	0.35<MDL	10	ug/L	No
2,3,4,6-Tetrachlorophenol	Aug. 23/21	0.20<MDL	100	ug/L	No
Triallate	Aug. 23/21	0.01<MDL	230	ug/L	No
Trichloroethylene	Aug. 23/21	0.44<MDL	5	ug/L	No
2,4,6-Trichlorophenol	Aug. 23/21	0.25<MDL	5	ug/L	No
Trifluralin	Aug. 23/21	0.02<MDL	45	ug/L	No
Vinyl Chloride	Aug. 23/21	0.17<MDL	1	ug/L	No

Table 20: O. Regulation 170/03 Schedule 24 Results for Arthur Well #8

Parameter	Sample Date	Result Value	MAC	Unit of Measure	Exceedance
Alachlor	Aug. 23/21	0.02<MDL	5	ug/L	No
Atrazine + N-dealkylated metabolites	Aug. 23/21	0.01<MDL	5	ug/L	No
Azinphos-methyl	Aug. 23/21	0.05<MDL	20	ug/L	No
Benzene	Aug. 23/21	0.32<MDL	1	ug/L	No
Benzo(a)pyrene	Aug. 23/21	0.004<MDL	0.01	ug/L	No
Bromoxynil	Aug. 23/21	0.33<MDL	5	ug/L	No
Carbaryl	Aug. 23/21	0.05<MDL	90	ug/L	No
Carbofuran	Aug. 23/21	0.01<MDL	90	ug/L	No
Carbon Tetrachloride	Aug. 23/21	0.17<MDL	2	ug/L	No
Chlorpyrifos	Aug. 23/21	0.02<MDL	90	ug/L	No
Diazinon	Aug. 23/21	0.02<MDL	20	ug/L	No
Dicamba	Aug. 23/21	0.20<MDL	120	ug/L	No
1,2-Dichlorobenzene	Aug. 23/21	0.41<MDL	200	ug/L	No
1,4-Dichlorobenzene	Aug. 23/21	0.36<MDL	5	ug/L	No
1,2-Dichloroethane	Aug. 23/21	0.35<MDL	5	ug/L	No
1,1-Dichloroethylene (vinylidene chloride)	Aug. 23/21	0.33<MDL	14	ug/L	No
Dichloromethane	Aug. 23/21	0.35<MDL	50	ug/L	No
2-4 Dichlorophenol	Aug. 23/21	0.15<MDL	900	ug/L	No
2,4-Dichlorophenoxy acetic acid (2,4-D)	Aug. 23/21	0.19<MDL	100	ug/L	No
Diclofop-methyl	Aug. 23/21	0.40<MDL	9	ug/L	No
Dimethoate	Aug. 23/21	0.06<MDL	20	ug/L	No
Diquat	Aug. 23/21	1.0<MDL	70	ug/L	No
Diuron	Aug. 23/21	0.03<MDL	150	ug/L	No
Glyphosate	Aug. 23/21	1.0<MDL	280	ug/L	No
Malathion	Aug. 23/21	0.02<MDL	190	ug/L	No
MCPA	Aug. 23/21	0.00012<MDL	0.1	mg/L	No
Metolachlor	Aug. 23/21	0.01<MDL	50	ug/L	No
Metribuzin	Aug. 23/21	0.02<MDL	80	ug/L	No
Monochlorobenzene	Aug. 23/21	0.3<MDL	80	ug/L	No
Paraquat	Aug. 23/21	1.0<MDL	10	ug/L	No
Pentachlorophenol	Aug. 23/21	0.15<MDL	60	ug/L	No
Phorate	Aug. 23/21	0.01<MDL	2	ug/L	No
Picloram	Aug. 23/21	1.0<MDL	190	ug/L	No
Polychlorinated Biphenyls(PCB)	Aug. 23/21	0.04<MDL	3	ug/L	No
Prometryne	Aug. 23/21	0.03<MDL	1	ug/L	No
Simazine	Aug. 23/21	0.01<MDL	10	ug/L	No
Terbufos	Aug. 23/21	0.01<MDL	1	ug/L	No
Tetrachloroethylene	Aug. 23/21	0.35<MDL	10	ug/L	No

Parameter	Sample Date	Result Value	MAC	Unit of Measure	Exceedance
<b>2,3,4,6-Tetrachlorophenol</b>	Aug. 23/21	0.20<MDL	<b>100</b>	ug/L	No
<b>Triallate</b>	Aug. 23/21	0.01<MDL	<b>230</b>	ug/L	No
<b>Trichloroethylene</b>	Aug. 23/21	0.44<MDL	<b>5</b>	ug/L	No
<b>2,4,6-Trichlorophenol</b>	Aug. 23/21	0.25<MDL	<b>5</b>	ug/L	No
<b>Trifluralin</b>	Aug. 23/21	0.02<MDL	<b>45</b>	ug/L	No
<b>Vinyl Chloride</b>	Aug. 23/21	0.17<MDL	<b>1</b>	ug/L	No

Table 21: O. Regulation 170/03 Schedule 24 Results for Mount Forest Well #3

Parameter	Sample Date	Result Value	MAC	Unit of Measure	Exceedance
<b>Alachlor</b>	Jan. 14/19	0.02<MDL	<b>5</b>	ug/L	No
<b>Atrazine + N-dealkylated metabolites</b>	Jan. 14/19	0.01<MDL	<b>5</b>	ug/L	No
<b>Azinphos-methyl</b>	Jan. 14/19	0.05<MDL	<b>20</b>	ug/L	No
<b>Benzene</b>	Jan. 14/19	0.32<MDL	<b>1</b>	ug/L	No
<b>Benzo(a)pyrene</b>	Jan. 14/19	0.004<MDL	<b>0.01</b>	ug/L	No
<b>Bromoxynil</b>	Jan. 14/19	0.33<MDL	<b>5</b>	ug/L	No
<b>Carbaryl</b>	Jan. 14/19	0.05<MDL	<b>90</b>	ug/L	No
<b>Carbofuran</b>	Jan. 14/19	0.01<MDL	<b>90</b>	ug/L	No
<b>Carbon Tetrachloride</b>	Jan. 14/19	0.16<MDL	<b>2</b>	ug/L	No
<b>Chlorpyrifos</b>	Jan. 14/19	0.02<MDL	<b>90</b>	ug/L	No
<b>Diazinon</b>	Jan. 14/19	0.02<MDL	<b>20</b>	ug/L	No
<b>Dicamba</b>	Jan. 14/19	0.20<MDL	<b>120</b>	ug/L	No
<b>1,2-Dichlorobenzene</b>	Jan. 14/19	0.41<MDL	<b>200</b>	ug/L	No
<b>1,4-Dichlorobenzene</b>	Jan. 14/19	0.36<MDL	<b>5</b>	ug/L	No
<b>1,2-Dichloroethane</b>	Jan. 14/19	0.35<MDL	<b>5</b>	ug/L	No
<b>1,1-Dichloroethylene (vinylidene chloride)</b>	Jan. 14/19	0.33<MDL	<b>14</b>	ug/L	No
<b>Dichloromethane</b>	Jan. 14/19	0.35<MDL	<b>50</b>	ug/L	No
<b>2-4 Dichlorophenol</b>	Jan. 14/19	0.15<MDL	<b>900</b>	ug/L	No
<b>2,4-Dichlorophenoxy acetic acid (2,4-D)</b>	Jan. 14/19	0.19<MDL	<b>100</b>	ug/L	No
<b>Diclofop-methyl</b>	Jan. 14/19	0.40<MDL	<b>9</b>	ug/L	No
<b>Dimethoate</b>	Jan. 14/19	0.06<MDL	<b>20</b>	ug/L	No
<b>Diquat</b>	Jan. 14/19	1.0<MDL	<b>70</b>	ug/L	No
<b>Diuron</b>	Jan. 14/19	0.03<MDL	<b>150</b>	ug/L	No
<b>Glyphosate</b>	Jan. 14/19	1<MDL	<b>280</b>	ug/L	No
<b>Malathion</b>	Jan. 14/19	0.02<MDL	<b>190</b>	ug/L	No
<b>MCPA</b>	Jan. 14/19	0.00012<MDL	<b>0.1</b>	mg/L	No
<b>Metolachlor</b>	Jan. 14/19	0.01<MDL	<b>50</b>	ug/L	No
<b>Metribuzin</b>	Jan. 14/19	0.02<MDL	<b>80</b>	ug/L	No
<b>Monochlorobenzene</b>	Jan. 14/19	0.3<MDL	<b>80</b>	ug/L	No
<b>Paraquat</b>	Jan. 14/19	1<MDL	<b>10</b>	ug/L	No



Parameter	Sample Date	Result Value	MAC	Unit of Measure	Exceedance
Pentachlorophenol	Jan. 14/19	0.15<MDL	60	ug/L	No
Phorate	Jan. 14/19	0.01<MDL	2	ug/L	No
Picloram	Jan. 14/19	1<MDL	190	ug/L	No
Polychlorinated Biphenyls(PCB)	Jan. 14/19	0.04<MDL	3	ug/L	No
Prometryne	Jan. 14/19	0.03<MDL	1	ug/L	No
Simazine	Jan. 14/19	0.01<MDL	10	ug/L	No
Terbufos	Jan. 14/19	0.01<MDL	1	ug/L	No
Tetrachloroethylene	Jan. 14/19	0.35<MDL	10	ug/L	No
2,3,4,6-Tetrachlorophenol	Jan. 14/19	0.20<MDL	100	ug/L	No
Triallate	Jan. 14/19	0.01<MDL	230	ug/L	No
Trichloroethylene	Jan. 14/19	0.44<MDL	5	ug/L	No
2,4,6-Trichlorophenol	Jan. 14/19	0.25<MDL	5	ug/L	No
Trifluralin	Jan. 14/19	0.02<MDL	45	ug/L	No
Vinyl Chloride	Jan. 14/19	0.17<MDL	1	ug/L	No

Table 22: O. Regulation 170/03 Schedule 24 Results for Mount Forest Well #4

Parameter	Sample Date	Result Value	MAC	Unit of Measure	Exceedance
Alachlor	Jan. 14/19	0.02<MDL	5	ug/L	No
Atrazine + N-dealkylated metabolites	Jan. 14/19	0.01<MDL	5	ug/L	No
Azinphos-methyl	Jan. 14/19	0.05<MDL	20	ug/L	No
Benzene	Jan. 14/19	0.32<MDL	1	ug/L	No
Benzo(a)pyrene	Jan. 14/19	0.004<MDL	0.01	ug/L	No
Bromoxynil	Jan. 14/19	0.33<MDL	5	ug/L	No
Carbaryl	Jan. 14/19	0.05<MDL	90	ug/L	No
Carbofuran	Jan. 14/19	0.01<MDL	90	ug/L	No
Carbon Tetrachloride	Jan. 14/19	0.16<MDL	2	ug/L	No
Chlorpyrifos	Jan. 14/19	0.02<MDL	90	ug/L	No
Diazinon	Jan. 14/19	0.02<MDL	20	ug/L	No
Dicamba	Jan. 14/19	0.20<MDL	120	ug/L	No
1,2-Dichlorobenzene	Jan. 14/19	0.41<MDL	200	ug/L	No
1,4-Dichlorobenzene	Jan. 14/19	0.36<MDL	5	ug/L	No
1,2-Dichloroethane	Jan. 14/19	0.35<MDL	5	ug/L	No
1,1-Dichloroethylene (vinylidene chloride)	Jan. 14/19	0.33<MDL	14	ug/L	No
Dichloromethane	Jan. 14/19	0.35<MDL	50	ug/L	No
2-4 Dichlorophenol	Jan. 14/19	0.15<MDL	900	ug/L	No
2,4-Dichlorophenoxy acetic acid (2,4-D)	Jan. 14/19	0.19<MDL	100	ug/L	No
Diclofop-methyl	Jan. 14/19	0.40<MDL	9	ug/L	No
Dimethoate	Jan. 14/19	0.06<MDL	20	ug/L	No

Parameter	Sample Date	Result Value	MAC	Unit of Measure	Exceedance
Diquat	Jan. 14/19	1.0<MDL	70	ug/L	No
Diuron	Jan. 14/19	0.03<MDL	150	ug/L	No
Glyphosate	Jan. 14/19	1<MDL	280	ug/L	No
Malathion	Jan. 14/19	0.02<MDL	190	ug/L	No
MCPA	Jan. 14/19	0.00012<MDL	0.1	mg/L	No
Metolachlor	Jan. 14/19	0.01<MDL	50	ug/L	No
Metribuzin	Jan. 14/19	0.02<MDL	80	ug/L	No
Monochlorobenzene	Jan. 14/19	0.3<MDL	80	ug/L	No
Paraquat	Jan. 14/19	1<MDL	10	ug/L	No
Pentachlorophenol	Jan. 14/19	0.15<MDL	60	ug/L	No
Phorate	Jan. 14/19	0.01<MDL	2	ug/L	No
Picloram	Jan. 14/19	1<MDL	190	ug/L	No
Polychlorinated Biphenyls(PCB)	Jan. 14/19	0.04<MDL	3	ug/L	No
Prometryne	Jan. 14/19	0.03<MDL	1	ug/L	No
Simazine	Jan. 14/19	0.01<MDL	10	ug/L	No
Terbufos	Jan. 14/19	0.01<MDL	1	ug/L	No
Tetrachloroethylene	Jan. 14/19	0.35<MDL	10	ug/L	No
2,3,4,6-Tetrachlorophenol	Jan. 14/19	0.20<MDL	100	ug/L	No
Triallate	Jan. 14/19	0.01<MDL	230	ug/L	No
Trichloroethylene	Jan. 14/19	0.44<MDL	5	ug/L	No
2,4,6-Trichlorophenol	Jan. 14/19	0.25<MDL	5	ug/L	No
Trifluralin	Jan. 14/19	0.02<MDL	45	ug/L	No
Vinyl Chloride	Jan. 14/19	0.17<MDL	1	ug/L	No

Table 23: O. Regulation 170/03 Schedule 24 Results for Mount Forest Well #5

Parameter	Sample Date	Result Value	MAC	Unit of Measure	Exceedance
Alachlor	Jan. 14/19	0.02<MDL	5	ug/L	No
Atrazine + N-dealkylated metabolites	Jan. 14/19	0.01<MDL	5	ug/L	No
Azinphos-methyl	Jan. 14/19	0.05<MDL	20	ug/L	No
Benzene	Jan. 14/19	0.32<MDL	1	ug/L	No
Benzo(a)pyrene	Jan. 14/19	0.004<MDL	0.01	ug/L	No
Bromoxynil	Jan. 14/19	0.33<MDL	5	ug/L	No
Carbaryl	Jan. 14/19	0.05<MDL	90	ug/L	No
Carbofuran	Jan. 14/19	0.01<MDL	90	ug/L	No
Carbon Tetrachloride	Jan. 14/19	0.16<MDL	2	ug/L	No
Chlorpyrifos	Jan. 14/19	0.02<MDL	90	ug/L	No
Diazinon	Jan. 14/19	0.02<MDL	20	ug/L	No
Dicamba	Jan. 14/19	0.20<MDL	120	ug/L	No
1,2-Dichlorobenzene	Jan. 14/19	0.41<MDL	200	ug/L	No
1,4-Dichlorobenzene	Jan. 14/19	0.36<MDL	5	ug/L	No
1,2-Dichloroethane	Jan. 14/19	0.35<MDL	5	ug/L	No

Parameter	Sample Date	Result Value	MAC	Unit of Measure	Exceedance
1,1-Dichloroethylene (vinylidene chloride)	Jan. 14/19	0.33<MDL	14	ug/L	No
Dichloromethane	Jan. 14/19	0.35<MDL	50	ug/L	No
2-4 Dichlorophenol	Jan. 14/19	0.15<MDL	900	ug/L	No
2,4-Dichlorophenoxy acetic acid (2,4-D)	Jan. 14/19	0.19<MDL	100	ug/L	No
Diclofop-methyl	Jan. 14/19	0.40<MDL	9	ug/L	No
Dimethoate	Jan. 14/19	0.06<MDL	20	ug/L	No
Diquat	Jan. 14/19	1.0<MDL	70	ug/L	No
Diuron	Jan. 14/19	0.03<MDL	150	ug/L	No
Glyphosate	Jan. 14/19	1<MDL	280	ug/L	No
Malathion	Jan. 14/19	0.02<MDL	190	ug/L	No
MCPA	Jan. 14/19	0.00012<MDL	0.1	mg/L	No
Metolachlor	Jan. 14/19	0.01<MDL	50	ug/L	No
Metribuzin	Jan. 14/19	0.02<MDL	80	ug/L	No
Monochlorobenzene	Jan. 14/19	0.3<MDL	80	ug/L	No
Paraquat	Jan. 14/19	1<MDL	10	ug/L	No
Pentachlorophenol	Jan. 14/19	0.15<MDL	60	ug/L	No
Phorate	Jan. 14/19	0.01<MDL	2	ug/L	No
Picloram	Jan. 14/19	1<MDL	190	ug/L	No
Polychlorinated Biphenyls(PCB)	Jan. 14/19	0.04<MDL	3	ug/L	No
Prometryne	Jan. 14/19	0.03<MDL	1	ug/L	No
Simazine	Jan. 14/19	0.01<MDL	10	ug/L	No
Terbufos	Jan. 14/19	0.01<MDL	1	ug/L	No
Tetrachloroethylene	Jan. 14/19	0.65	10	ug/L	No
2,3,4,6-Tetrachlorophenol	Jan. 14/19	0.20<MDL	100	ug/L	No
Triallate	Jan. 14/19	0.01<MDL	230	ug/L	No
Trichloroethylene	Jan. 14/19	0.44<MDL	5	ug/L	No
2,4,6-Trichlorophenol	Jan. 14/19	0.25<MDL	5	ug/L	No
Trifluralin	Jan. 14/19	0.02<MDL	45	ug/L	No
Vinyl Chloride	Jan. 14/19	0.17<MDL	1	ug/L	No

Table 24: O. Regulation 170/03 Schedule 24 Results for Mount Forest Well #6

Parameter	Sample Date	Result Value	MAC	Unit of Measure	Exceedance
Alachlor	Jan. 14/19	0.02<MDL	5	ug/L	No
Atrazine + N-dealkylated metabolites	Jan. 14/19	0.01<MDL	5	ug/L	No
Azinphos-methyl	Jan. 14/19	0.05<MDL	20	ug/L	No
Benzene	Jan. 14/19	0.32<MDL	1	ug/L	No
Benzo(a)pyrene	Jan. 14/19	0.004<MDL	0.01	ug/L	No
Bromoxynil	Jan. 14/19	0.33<MDL	5	ug/L	No
Carbaryl	Jan. 14/19	0.05<MDL	90	ug/L	No

Parameter	Sample Date	Result Value	MAC	Unit of Measure	Exceedance
Carbofuran	Jan. 14/19	0.01<MDL	90	ug/L	No
Carbon Tetrachloride	Jan. 14/19	0.16<MDL	2	ug/L	No
Chlorpyrifos	Jan. 14/19	0.02<MDL	90	ug/L	No
Diazinon	Jan. 14/19	0.02<MDL	20	ug/L	No
Dicamba	Jan. 14/19	0.20<MDL	120	ug/L	No
1,2-Dichlorobenzene	Jan. 14/19	0.41<MDL	200	ug/L	No
1,4-Dichlorobenzene	Jan. 14/19	0.36<MDL	5	ug/L	No
1,2-Dichloroethane	Jan. 14/19	0.35<MDL	5	ug/L	No
1,1-Dichloroethylene (vinylidene chloride)	Jan. 14/19	0.33<MDL	14	ug/L	No
Dichloromethane	Jan. 14/19	0.35<MDL	50	ug/L	No
2-4 Dichlorophenol	Jan. 14/19	0.15<MDL	900	ug/L	No
2,4-Dichlorophenoxy acetic acid (2,4-D)	Jan. 14/19	0.19<MDL	100	ug/L	No
Diclofop-methyl	Jan. 14/19	0.40<MDL	9	ug/L	No
Dimethoate	Jan. 14/19	0.06<MDL	20	ug/L	No
Diquat	Jan. 14/19	1.0<MDL	70	ug/L	No
Diuron	Jan. 14/19	0.03<MDL	150	ug/L	No
Glyphosate	Jan. 14/19	1<MDL	280	ug/L	No
Malathion	Jan. 14/19	0.02<MDL	190	ug/L	No
MCPA	Jan. 14/19	0.00012<MDL	0.1	mg/L	No
Metolachlor	Jan. 14/19	0.01<MDL	50	ug/L	No
Metribuzin	Jan. 14/19	0.02<MDL	80	ug/L	No
Monochlorobenzene	Jan. 14/19	0.3<MDL	80	ug/L	No
Paraquat	Jan. 14/19	1<MDL	10	ug/L	No
Pentachlorophenol	Jan. 14/19	0.15<MDL	60	ug/L	No
Phorate	Jan. 14/19	0.01<MDL	2	ug/L	No
Picloram	Jan. 14/19	1<MDL	190	ug/L	No
Polychlorinated Biphenyls(PCB)	Jan. 14/19	0.04<MDL	3	ug/L	No
Prometryne	Jan. 14/19	0.03<MDL	1	ug/L	No
Simazine	Jan. 14/19	0.01<MDL	10	ug/L	No
Terbufos	Jan. 14/19	0.01<MDL	1	ug/L	No
Tetrachloroethylene	Jan. 14/19	0.35<MDL	10	ug/L	No
2,3,4,6-Tetrachlorophenol	Jan. 14/19	0.20<MDL	100	ug/L	No
Triallate	Jan. 14/19	0.01<MDL	230	ug/L	No
Trichloroethylene	Jan. 14/19	0.44<MDL	5	ug/L	No
2,4,6-Trichlorophenol	Jan. 14/19	0.25<MDL	5	ug/L	No
Trifluralin	Jan. 14/19	0.02<MDL	45	ug/L	No
Vinyl Chloride	Jan. 14/19	0.17<MDL	1	ug/L	No

### Treated Water Quality Statistics- O. Regulations 170/03 Schedule 13-8 and 13-9, “60 Months” Sampling Results Summary

If sampling for a particular schedule’s parameters (e.g., Schedule 23 or 24) did not occur within the calendar year of the report, then the most recent values are required to be included in the report for reference.

Fluoride and Sodium are sampled on the “60 Months” sampling schedule. Results for most recent tests can be found in Table 25.

**Table 25: O. Regulation 170/03 Schedule 13-8 and 13-9, Fluoride and Sodium Results**

Parameter/Location	Sample Date	Result Value	Unit of Measure	Exceedance
Sodium- Arthur Well #7b	Sep. 10/18	36.6	mg/L	Yes <sup>1</sup>
Sodium- Arthur Well #8	Nov. 16/20	22.4	mg/L	Yes <sup>1</sup>
Sodium- Mount Forest Well #3	Sep. 10/18	21.3	mg/L	Yes <sup>1</sup>
Sodium- Mount Forest Well #4	Sep. 10/18	12.3	mg/L	No
Sodium- Mount Forest Well #5	Sep. 10/18	61.2	mg/L	Yes <sup>1</sup>
Sodium- Mount Forest Well #6	Sep. 10/18	11.7	mg/L	No
Fluoride- Arthur Well #7b	Sep. 10/18	1.30	mg/L	No
Fluoride-Arthur Well #8	Nov. 16/20	0.35	mg/L	No
Fluoride-Mount Forest Well #3	Sep. 10/18	1.05	mg/L	No
Fluoride-Mount Forest Well #4	Sep. 10/18	0.80	mg/L	No
Fluoride-Mount Forest Well #5	Sep. 10/18	0.14	mg/L	No
Fluoride-Mount Forest Well #6	Sep. 10/18	1.34	mg/L	No

<sup>1</sup> The aesthetic objective for sodium in drinking water is 200 mg/L. The local Medical Officer of Health should be notified when the sodium concentration exceeds 20 mg/L so that this information may be communicated to local physicians for their use with patients on sodium restricted diets.

### Treated Water Quality Statistics- O. Regulations 170/03 Schedule 15.1 Sampling Results Summary

If sampling for a particular schedule’s parameters (e.g., Schedule 23 or 24) did not occur within the calendar year of the report, then the most recent values are required to be included in the report for reference.

The Mount Forest and Arthur Drinking Water Systems are under reduced sampling under Schedule 15.1 which means we are not required to sample plumbing but are still required to sample in the distribution system. Results for most recent tests can be found in Table 26.

Table 26: O. Regulation 170/03 Schedule 15.1, Lead, Alkalinity and pH Results

Parameter/Location	Sample Date	Result Value	MAC	Unit of Measure	Exceedance
Lead – Hydrant # 125 James St.	Jan 11/21	0.04	10	ug/L	No
Lead – Hydrant # 32 Queen St. West	Jan 11/21	0.01<MDL	10	ug/L	No
Lead – Hydrant # 24 Elgin St. South	Jan 11/21	0.05	10	ug/L	No
Lead – Hydrant # 95 Francis St.	Jan 11/21	0.02	10	ug/L	No
Lead – Tucker/Eliza St. Blow Off	Jan 11/21	0.1	10	ug/L	No
Alkalinity – Hydrant # 125 James St.	Jan 11/21	244	30-500	mg/L	No
Alkalinity – Hydrant # 32 Queen St. West	Jan 11/21	241	30-500	mg/L	No
Alkalinity – Hydrant # 24 Elgin St. South	Jan 11/21	241	30-500	mg/L	No
Alkalinity – Hydrant # 95 Francis St.	Jan 11/21	200	30-500	mg/L	No
Alkalinity – Tucker/Eliza St. Blow Off	Jan 11/21	205	30-500	mg/L	No
Field pH – Hydrant # 125 James St.	Jan 11/21	7.34	-	-	No
Field pH – Hydrant # 32 Queen St West	Jan 11/21	7.10	-	-	No
Field pH – Hydrant # 24 Elgin St. South	Jan 11/21	7.41	-	-	No
Field pH – Hydrant # 95 Francis St.	Jan 11/21	8.1	-	-	No
Field pH – Tucker/Eliza St. Blow Off	Jan 11/21	8.08	-	-	No
Lead – Hydrant # 125 James St.	Jul 12/21	0.10	10	ug/L	No
Lead – Hydrant # 32 Queen St. West	Jul 12/21	5.13	10	ug/L	No
Lead – Hydrant # 24 Elgin St. South	Jul 12/21	0.16	10	ug/L	No
Lead – Hydrant # 95 Francis St	Jul 12/21	0.13	10	ug/L	No
Lead – Tucker/Eliza St. Blow Off	Jul 12/21	0.1	10	ug/L	No
Alkalinity – Hydrant # 125 James St.	Jul 12/21	261	30-500	mg/L	No
Alkalinity – Hydrant # 32 Queen St. West	Jul 12/21	253	30-500	mg/L	No
Alkalinity – Hydrant # 24 Elgin St. South	Jul 12/21	262	30-500	mg/L	No
Alkalinity – Hydrant # 95 Francis St.	Jul 12/21	206	30-500	mg/L	No
Alkalinity – Tucker/Eliza St. Blow Off	Jul 12/21	200	30-500	mg/L	No
Field pH – Hydrant # 125 James St.	Jul 12/21	7.16	-	-	No
Field pH – Hydrant # 32 Queen St. West	Jul 12/21	7.18	-	-	No
Field pH – Hydrant # 32 24 Elgin St. South	Jul 12/21	7.18	-	-	No
Field pH – Hydrant # 95 Francis St.	Jul 12/21	7.72	-	-	No
Field pH – Tucker/Eliza St. Blow Off	Jul 12/21	7.75	-	-	No

### e) Significant Expenses Incurred

The table below outlines a brief description and breakdown for significant monetary expenses occurred in 2021.

Location	Maintenance Item	Cost
Arthur	Arthur Connecting Link water upgrades	\$222,665.00
Mount Forest	Main Valve # 149 replacement, Church Street at Birmingham Street East	\$7,632.00
Arthur	Hydrant # 8 Secondary Valve replacement	\$7,981.57
Mount Forest	Main Valve # 145 replacement, Durham Street East at Church Street North	\$7,632.00
Arthur/Mount Forest	New chemical feed pump	\$3,232.79
Arthur	Replace hatch on Arthur Multi Leg Tower roof	\$3,001.92
Arthur	Clean, Inspect and Report on Arthur Multi Leg Tower	\$4,273.92
Mount Forest	Leak Detection, east side of Mount Forest	\$3,358.08
Mount Forest	Chlorine pumps converted to flow paced at wells # 3, 4 and 5	\$14,046.54
Arthur/Mount Forest	New Eaton Power UPS in wells # 7, 8, 3, 4, 5, 6 and spheroid tower	\$3,939.06
Mount Forest	New flow meter in well # 5	\$5,438.05
Mount Forest	Installation of digital pressure gauges SCADA hardware/software integration at wells # 4, 5 and 6	\$9,103.45
Arthur	New SWAN chlorine analyzer in well # 7	\$6,614.40
Mount Forest	New level transducer in well # 5	\$2,078.96
Arthur	Arthur water supply study/well exploration	\$64,812.30
Arthur/Mount Forest	Human machine interface installed in wells # 7, 8, 3, 4, 5 and 6	\$27,770.30
Mount Forest	Analog output cards installed in Mount Forest wellhouse VFD's	\$3,747.94
Mount Forest	Water upgrades on Durham/Church Street related to Jeffrey Way development	\$21,211.37

### f) Source Water Protection

For reporting purposes, the Township of Wellington North is subject to two Source Protection Plans (based on watershed or Conservation Authority boundaries): Grand River Plan and the Saugeen Valley, Grey Sauble, Northern Bruce Peninsula Plan (Saugeen Valley). Although the Ausable Bayfield Maitland Valley (ABMV – Maitland Valley) Plan also encompasses part of the municipality, there are no reporting requirements associated with that Plan for the Township. In 2021, all Source Protection Plans were in effect.

Under Section 81 of the Clean Water Act and Section 65 of O. Reg. 287/07, an annual report must be prepared by a Risk Management Official and submitted to the appropriate Source Protection Authority (Conservation Authority) by February 1<sup>st</sup> of each year. Under Section 45 of the *Clean Water Act*, a public body, including a municipality, must comply with monitoring and reporting policies designated by a Source Protection Plan. The Township of Wellington North 2021 Risk Management Official and Municipal Annual Reports were prepared and submitted to the appropriate authorities by February 1, 2022.

## Summary of Key Aspects

The Wellington County municipalities continue to implement source protection under the Wellington Source Water Protection partnership, [www.wellingtonwater.ca](http://www.wellingtonwater.ca). In 2021, progress continued in the implementation of source protection in the municipality.

A summary of key aspects of the Risk Management Official Report and Municipal Report are provided below.

In 2021, there were 13 development review notices issued per Section 59 of the Clean Water Act within the municipality. Additionally, Source Protection staff comments were provided on an additional 25 applications that did not require development review notices, for a total of 38 development applications (notices and comments) reviewed in the municipality. There were 62 Section 59 notices issued County wide and Source Protection staff comments on 328 additional development applications, County wide, for a total of 390 development applications (notices and comments) reviewed County wide in 2021. This represents an increase in the total number of development applications (notices and comments) reviewed County wide from 2020 (289) and an increase compared to the five year average of 256 development applications (notices and comments).

For the municipality, 2021 also represents an increase in the number of development notices issued and in comments from the previous five year average of 17 development applications (notices and comments). In addition to the notices and comments provided, other applications were screened out by building or planning staff following Risk Management Official Written Direction provided by Wellington Source Water Protection.

In 2021, the source protection staffing complement was 3.0 full time equivalents, two terms of co-op student support and with administrative support provided by the Township of Centre Wellington. All municipalities have, at a minimum, two staff members appointed as Risk Management Officials and Inspectors. These staff are well supported by the internal Wellington Source Protection Working Group which is comprised of other departmental staff from all eight Wellington municipalities including building officials, planners, water compliance staff and public works staff.

Analysis continued on the threat verification data collected in previous years on residential, agricultural, industrial, commercial and institutional activities identified as potential significant drinking water threats in the approved Assessment Reports. Staff complete a variety of tasks to remove or confirm and then mitigate activities identified as potential significant drinking water threats in the approved Assessment Reports. These threat activities are existing and the analysis can involve desk top interpretation of air photos or GIS data, phone calls, review of municipal records, windshield surveys, site inspections by Risk Management staff and if confirmed, then mitigation through septic inspection, prohibition and / or negotiation of risk management plans. As a result of this analysis, staff currently estimate approximately 7% of threat activities in the municipality still require action to either remove or confirm / mitigate the threat activities while 93% have been either removed or confirmed and mitigated. Note that the percentages are weighted equally between Source Protection Authorities to provide an overall municipal percentage.



To support this threats analysis and to determine compliance, 30 inspections were conducted in the Township in 2021 with 17 for compliance purposes (prohibition) with no contraventions found and 13 for threat verification or risk management plan negotiation purposes. County wide, 467 inspections were conducted in 2021 with 35% of inspections (164) being prohibition compliance inspections, 1% (3) being RMP compliance inspections and 64% (300) of inspections conducted for threat activity verification or risk management plan negotiation purposes. Due to the COVID-19 pandemic and associated restrictions, health and safety protocols were implemented to ensure the safety of our inspectors and the regulated community. These protocols included a focus on outside and contactless inspections in 2021. The majority of the inspections were to ensure compliance with manure application and storage prohibitions or to verify farming or winter maintenance activities and these types of inspections are well suited for contactless inspections. No virtual inspections were conducted in 2021. Due to the establishment of chloride issues contributing areas in Centre Wellington, threat verification inspections were focused for winter maintenance activities in that municipality. It is expected that more winter maintenance activity inspections will occur in other municipalities in the coming years.

Two Risk Management Plans were agreed to in 2021 and 20 are in the process of negotiation for the municipality. The 20 remaining Risk Management Plans represent the 7% of threat activities still requiring action to either remove or confirm / mitigate. Cumulatively, there are 6 Risk Management Plans complete in the Township and 42 Risk Management Plans complete County wide. In 2021, COVID-19 continues to be a major implementation challenge to the completion of RMPs due to restrictions on in-person negotiations and out of respect for the economic difficulties many businesses have faced since March 2020. As a result, a request to extend the deadline for RMPs was submitted to the Source Protection Authority and approved by the Province. The deadline for RMPs was July 1, 2021 and has been extended to December 31, 2022. Given the continued impacts from the COVID pandemic, it is likely that a further extension will need to be discussed with the Source Protection Authority and the Province. When the extension timeline of December 31, 2022 was established in 2021, it was prior to the Omicron variant and during a time when restrictions were lifting. Given the recent lockdowns and restrictions related to the Omicron variant including reductions for in person inspections, this has slowed our progress in negotiating the remaining 20 Risk Management Plans.

The following is a summary of the E and O results, County wide, for 2021. Four training sessions were run for municipal staff to provide a refresher and train new staff on what source protection is and how it relates to municipal planning and building processes. Three newspaper ads were run during the year on topics related to water conservation, salt and fertilizer use. Staff also attended 2 public meetings on Source Protection Plan updates related to proposed changes for the Grand River Source Protection Plan. Development reviews and inspections continued and include educational material being provided directly to the proponents generally regarding the threats present, the process (development review, RMP, prohibition etc.) and property specific mapping. In person inspections were limited in 2021 where educational material was provided directly to proponents as most inspections were completed contactless. Outreach to proponents related to negotiation of RMPs continued and comprised mostly of discussions and provision of outreach material via email. Wellington Source Water Protection continues to maintain and update a website ([www.wellingtonwater.ca](http://www.wellingtonwater.ca)), ten fact sheets on specific topics and other print media (i.e. post cards to direct applicants to mapping). Throughout the year, social media posts on a variety of topics were either posted or re-shared by our municipalities' corporate channels. Often the content of these posts was from the Conservation Ontario social media calendar or in partnership with the local Conservation Authorities. Work restarted in 2021 on delivering the

communications products identified in the 2019 Wellington Source Water Protection communications plan, this work had been put on hold starting from March 2020 to October 2021 due to the COVID-19 pandemic. It is anticipated that new communications and education products will be ready for release in 2022. Staff participate and Wellington Source Water Protection / County of Wellington is a sponsor for the Waterloo-Wellington Children's Groundwater Festival. Following the Festival's cancellation in 2020, due to the COVID-19 pandemic, a virtual Festival was developed and successfully presented in May 2021 over four days. Links to the virtual Festival content are available here

[https://www.youtube.com/channel/UCBKl7pcifQr9Atf\\_Z3eDrwA/videos](https://www.youtube.com/channel/UCBKl7pcifQr9Atf_Z3eDrwA/videos) Participation during the 2021 Festival was 6,790 students and teachers from 178 schools with views of the videos continuing after the Festival. Staff continue to participate on the organizing committee, serving as co-chair and assisting with a number of operational, financial and human resource related matters.

In 2021 and as previously reported to Council, staff were involved in reviewing a proposed amendment to the Saugeen Valley Source Protection Plan including providing comments during the official pre-consultation period. The amendment has not yet been approved by the Province. Also affecting the municipality, updates to the Grand River Source Protection Plan – Wellington County took effect on February 3, 2021. Staff were also involved in reviewing and authoring another amendment for the Grand River Source Protection Plan related to the Centre Wellington water quantity (Tier 3) study. In 2021, the Tier 3 technical work was completed and it was determined that the Arthur system and the Township is outside of the wellhead protection area – quantity and therefore, no policy requirements will apply from this Tier 3 study.

In 2021, all five Source Protection Plans within the County were at different stages of amendments. Staff reviewed, provided comments and in some cases assisted Conservation Authority staff in authoring portions of the various amendments. Staff also provided comments on a regulatory proposal related to Ontario's water quantity framework, provided support the County's Official Plan Municipal Comprehensive Review, provided support to a number of water supply and / or water supply master plan projects related to water systems within or adjacent to the County, were involved in technical studies related to wellhead protection area updates and participated in a provincial working group on annual reporting metrics.

The septic inspection program occurs on a five year cycle. The second round of inspections was scheduled to start in 2020, however, was postponed due to the COVID pandemic, therefore, all septic inspections are currently outstanding and must be completed by 2025. If a septic system is present within well head protection area with a vulnerability score of 10 or within an issues contributing area for nitrates, a septic inspection is required every 5 years. It is anticipated that a County wide septic inspection program RFP will be issued in 2022.

Attached for your reference is summary table of source protection implementation for all municipalities in Wellington County (the County and seven, local municipalities). For further information, please contact Kyle Davis, Risk Management Official, 519-846-9691 ext 362 or [kdavis@centrewellington.ca](mailto:kdavis@centrewellington.ca)

*Note: The Source Water Protection information in this report was provided by Kyle Davis, Risk Management Official.*



Source Protection Annual Reporting Summary 2021 - Wellington County municipalities

Reportables	Centre Wellington	Guelph/Eramosa	Mapleton	Puslinch	Wellington North	Erin	Minto	County of Wellington	Total
Septic Inspection Program	Completed	0	N/A	0	0	0	0	N/A	0
	Outstanding	175	430	N/A	68	137	6	N/A	825
<p>Note that the septic inspection program occurs on a five year cycle. The second round of inspections was scheduled to start in 2020, however, was postponed due to the COVID pandemic. Therefore, all septic inspections are currently outstanding and must be completed by 2025. Also please note that in 2021, the number of septic inspections in Puslinch, Centre Wellington and Guelph / Eramosa changed due to updates to wellhead protection areas.</p>									
559 Notices Issued for Reporting Year	29	7	0	3	13	5	5	N/A	62
Comments on Development reviews (in addition to notices) for Reporting Year	62	43	42	91	25	34	31	N/A	328
Total Development Reviews and 559 Notices for the Reporting Year	91	50	42	94	38	39	36	N/A	390
Previous Five Year Average - Total Development Reviews and 559 Notices	45	41	29	45	17	30	49	N/A	256
Total Inspections for the Reporting Year (Section 62)	229	100	19	37	30	40	12	N/A	467
Inspections for Section 57 Prohibition for Reporting Year	34	56	19	0	17	32	9	N/A	167
Inspections for Section 58 Risk Management Plans for Reporting Year	195	44	0	37	13	8	3	N/A	300
Contraventions during Inspections for Reporting Year	0	0	0	0	0	0	0	N/A	0
Inspection Summary	<p>County wide, 467 inspections were conducted in 2021 with 35% of inspections (164) being prohibition compliance inspections, 1% (3) being RMP compliance inspections and 64% (300) of inspections conducted for threat activity verification or risk management plan negotiation purposes. Due to the COVID-19 pandemic and associated restrictions, health and safety protocols were implemented to ensure the safety of our inspectors and the regulated community. These protocols included a focus on outside and contactless inspections in 2021. The majority of the inspections were to ensure compliance with manure application and storage prohibitions or to verify farming or winter maintenance activities and these types of inspections are well suited for contactless inspections. No virtual inspections were conducted in 2021. Due to the establishment of chloride issues contributing areas in Centre Wellington, threat verification inspections were focused for winter maintenance activities in that municipality. It is expected that more winter maintenance activity inspections will occur in other municipalities in the coming years.</p>								
Transport Pathway Notices	3	1	0	0	1	0	0	N/A	5
% Threat Activities Removed or Managed since Source Protection Plan effective date	13%	64%	60%	85%	93%	95%	89%	N/A	71%
RMPs	<p>Cumulative Completed since SPP Effective Date</p> <p>Completed in Reporting Year</p>								
DWT Report / Chemical Management Plan (Official Plan Section 4.9.5)	19	4	0	0	6	2	11	N/A	42
	11	0	0	0	2	1	3	N/A	17
	20	18	5	1	20	12	9	N/A	85
	5	5	1	0	2	1	1	N/A	15
	5	1	0	0	1	0	0	N/A	7

Source Protection Annual Reporting Summary 2021 - Wellington County municipalities

Reportables	Centre Wellington	Guelph/Eramosa	Mapleton	Puslinch	Wellington North	Erin	Minto	County of Wellington	Total
Comments on Prescribed Instruments (Provincial Approval such as Permits to Take Water) or Provincial Projects	1	2	0	5	1	2	0	N/A	11
Education and Outreach	<p>The following is a summary of the E and O results, County wide, for 2021.</p> <p>Four training sessions were run for municipal staff to provide a refresher and train new staff on what source protection is and how it relates to municipal planning and building processes. Three newspaper ads were run during the year on topics related to water conservation, salt and fertilizer use. Staff also attended 2 public meetings on Source Protection Plan updates related to proposed changes for the Grand River Source Protection Plan. Development reviews and inspections continued and include educational material being provided directly to the proponents generally regarding the threats present, the process (development review, RMP, prohibition etc.) and property specific mapping. In person inspections were limited in 2021 where educational material was provided directly to proponents as most inspections were completed contactless. Outreach to proponents related to negotiation of RMPs continued and comprised mostly of discussions and provision of outreach material via email. Wellington Source Water Protection continues to maintain and update a website (<a href="http://www.wellingtonwater.ca">www.wellingtonwater.ca</a>), ten fact sheets on specific topics and other print media (i.e. post cards to direct applicants to mapping). Throughout the year, social media posts on a variety of topics were either posted or re-shared by our municipalities' corporate channels. Often the content of these posts was from the Conservation Ontario social media calendar or in partnership with the local Conservation Authorities. Work restarted in 2021 on delivering the communications products identified in the 2019 Wellington Source Water Protection communications plan, this work had been put on hold starting from March 2020 to October 2021 due to the COVID-19 pandemic. It is anticipated that new communications and education products will be ready for release in 2022. Staff participate and Wellington Source Water Protection / County of Wellington is a sponsor for the Waterloo-Wellington Children's Groundwater Festival. Following the Festival's cancellation in 2020, due to the COVID-19 pandemic, a virtual Festival was developed and successfully presented in May 2021 over four days. Links to the virtual Festival content are available here <a href="https://www.youtube.com/channel/UCBK7pcifQ9AtF_Z3eDrwA/videos">https://www.youtube.com/channel/UCBK7pcifQ9AtF_Z3eDrwA/videos</a> Participation during the 2021 Festival was 6,790 students and teachers from 178 schools with views of the videos continuing after the Festival. Staff continue to participate on the organizing committee, serving as co-chair and assisting with a number of operational, financial and human resource related matters.</p>								
Road Signs (not including provincially installed signs)	0	0	0	0	11	0	15	N/A	26
Emergency Management Plan	Complete	Complete	Complete	Complete	Complete	Complete	Complete	Complete	1
Official Plan Update	County Complete, Local not required	Complete	Complete	Complete	Complete	County Complete, Local to be completed	Complete	Complete	1
Zoning By-law Update	Complete	Complete	Complete	Complete	Complete	Ongoing	Complete	N/A	6
Municipal By-laws Required (Sewer Use, Connection)	N/A	N/A	N/A	N/A	Complete	N/A	Complete	N/A	3

Source Protection Annual Reporting Summary 2021 - Wellington County municipalities

Reportables	Centre Wellington	Guelph/Eramosa	Mapleton	Puslinch	Wellington North	Erin	Minto	County of Wellington	Total
Tier 3 - Water Quantity Studies	Centre Wellington Study: Public Consultation on required Assessment Report and Source Protection Plan Changes	GGET Study: Majority of the policy text drafted and presented to the Lake Erie Source Protection Committee. Discussion and collaboration with project team (including City of Guelph, Provincial Ministries, adjacent municipalities) on remaining draft policy text.	Wellington Study: Centre Public Consultation on required Assessment Report and Source Protection Plan Changes	GGET Study: Majority of the policy text drafted and presented to the Lake Erie Source Protection Committee. Discussion and collaboration with project team (including City of Guelph, Provincial Ministries, adjacent municipalities) on remaining draft policy text.	N/A	GGET Study: Majority of the policy text drafted and presented to the Lake Erie Source Protection Committee. Discussion and collaboration with project team (including City of Guelph, Provincial Ministries, adjacent municipalities) on remaining draft policy text.	N/A	See summaries for local municipalities.	2
Source Protection Plan Amendments, Technical Projects (not including Tier 3 projects), Regulatory Proposals and Working Groups	In 2021, all five Source Protection Plans within the County were at different stages of amendments. Staff reviewed, provided comments and in some cases assisted Conservation Authority staff in authoring portions of the various amendments. Staff also provided comments on a regulatory proposal related to Ontario's water quantity framework, provided support the County's Official Plan Municipal Comprehensive Review, provided support to a number of water supply and / or water supply master plan projects related to water systems within or adjacent to the County, were involved in technical studies related to wellhead protection area updates and participated in a provincial working group on annual reporting metrics.								4
Source Protection Public Meetings in the Reporting Year	2	2	2	4	4	4	4	2	27
Provincial Reporting (Annual Reports)									

Note:

- a) Please note due to COVID-19 restrictions, RMP work was paused for a large part of 2021.
- b) Section 34 and Section 36 of the Clean Water Act outline amendment processes for the Source Protection Plans. Section 34 updates, generally, are focused updates related to updated technical work (i.e. new WHPAs) or updates to policies where there have been implementation challenges. Section 36 updates, generally, are broader updates related to changed provincial guidance, policy updates, updated technical work not already covered by a Section 34 updates. Timelines for Section 36 updates vary, however, are generally every 5 years and are preceded by development of a work plan outlining the tasks. Section 34 updates are completed as required.
- c) DWT Report means Drinking Water Threat Disclosure Report. RMP means Risk Management Plan



# Staff Report

**To:** Mayor and Members of Council Meeting of January 24, 2022  
**From:** Matthew Aston, Director of Operations  
Corey Schmidt, Manager, Environmental and Development Services  
**Subject:** OPS 2022-002 being a report on next steps for the Arthur Water Supply project

**RECOMMENDATION**

**THAT** the Council of the Township of Wellington North receive Report OPS 2022-002 being a report on next steps for the Arthur Water Supply project;

**AND FURTHER THAT** Council award the next steps detailed within the report to Well Initiatives Limited at an upset limit of \$50,000 plus applicable taxes;

**AND FURTHER THAT** Council waive the competitive process detailed within the Township’s purchasing and procurement policy for the well driller work associated with this project;

**AND FURTHER THAT** Council direct staff to increase the budget associated with the Arthur Water Supply project to \$175,000 to fund these next steps, with the additional \$75,000 being funded from the Waterworks Reserve Fund.

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

Report OPS 2021-021 being a report on the Arthur water and wastewater technical update

Report OPS 2021-037 being a report on the award of the Arthur test well construction

At the January 10, 2022, meeting of Council:

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.

**BACKGROUND**

As detailed within the R.J. Burnside & Associated Limited report dated January 4, 2022, presented to Council on January 10, 2022, Township recently drilled an exploratory well (TW1-21) in Arthur, near the intersection of Wells Street and McCauley Road, for the purpose of a future municipal well. TW1-21 has undergone preliminary testing and, to date, early results have indicated it as a viable future municipal well.

The purpose of this report is to request the additional funding necessary to perform more demanding testing and more detailed chemical analysis of this well.

As the initial work associated with this well was overseen by Jim Baxter, P.Eng., of R.J. Burnside & Associates Limited it is Township staff intention to continue to work with Mr. Baxter. As detailed within the Township's purchasing a procurement policy the CAO in consultation with Council can forego the competitive procurement process when retaining engineering service providers.

The recommendation contained within this report requests that Well Initiatives Limited be retained to complete the well driller work associated with the next steps concerned with this project. Well Initiatives Limited was awarded the preliminary well driller work for this project, valued at ~\$65,000, after a competitive process on October 25, 2021.

Scope of work for next steps of Arthur Supply project:

- 6-day pump test
- Monitoring of existing local wells
- Lab analysis of water quality
- Hydrogeological report

### FINANCIAL CONSIDERATIONS

\$100,000 was provided for this project as part of the 2021 capital budget. To date, ~\$70,000 has been spent on this project. It is estimated that the construction of a new municipal well in Arthur, including well-house and associated equipment, will be ~\$3.5 million.

It is anticipated that R.J. Burnside & Associates Limited costs for next steps will be around \$30,000 and the recommendation contained within this report suggest Well Initiatives Limited costs to have an upset limit of \$50,000.

In addition, next steps would include upwards of \$10,000 is lab analysis associated with samples taken from the site.

<b>Project Costs</b>	
Spent to Date	\$70,000
Estimated Well Driller Cost	\$50,000
Estimated Engineering Cost	\$30,000
Estimate Lab Cost	\$10,000
Contingency	\$15,000
Estimated Project Cost	\$175,000

### ATTACHMENTS

NA

### STRATEGIC PLAN 2019 – 2022

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

Yes No N/A

Which priority does this report support?

 Modernization and Efficiency Partnerships Municipal Infrastructure Alignment and Integration

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

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





# Staff Report

**To:** Mayor and Members of Council Meeting of February 7, 2022  
**From:** Matthew Aston, Director of Operations  
**Subject:** OPS 2022-005 being a report on a pre-servicing agreement for the Cachet Developments (Arthur) Inc.

**RECOMMENDATION**

**THAT** the Council of the Township of Wellington North receive Report OPS 2022-005 being a report on a pre-servicing agreement for the Cachet Developments (Arthur) Inc.;

**AND FURTHER THAT** Council authorizes the Mayor and Clerk to sign the by-law to enter into a pre-servicing agreement with Cachet Developments (Arthur) Inc.

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

CAO 2021-001 Pre-Servicing Policy, Application and Agreement  
Policy 001-21 Subdivision Pre-Servicing Agreement Policy

**BACKGROUND**

Cachet Developments (Arthur) Inc. (Cachet) is seeking to start municipal utility installation within their development on Preston Street North. At present, Cachet currently only has thirty-nine (39) sewage allocations for their development and do not have a subdivision agreement with the Township.

Cachet had previously entered a site alternation agreement with the Township, which has allowed them to start earth works at their development, mainly stripping top soil and importing fill to site.

Township has a pre-servicing agreement policy (Policy No. 001-21) which allows for developers to pre-service their land, at their own risk. Pending this agreement being accepted by Council, Cachet would install their water system, sanitary sewer system, storm sewer system and storm water management facilities, road allowances, roadways, curbs and gutters, street lights and necessary grading. Final connections will not be allowed to the Township’s water system and storm sewer system until a subdivision agreement with Cachet is achieved. The agreement does allow for connection to the Township’s sanitary sewer on Preston Street North, with the use of sewer plugs to create a watertight barrier to municipal system, to ensure proper slope is achieved during construction.

The by-law authorizing this agreement is included in this agenda package.

<b>FINANCIAL CONSIDERATIONS</b>
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Per the agreement, Cachet Developments (Arthur) Inc. will provide securities of ~\$10 million.

<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 February 7, 2022

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

**Subject:** Report CLK 2022-002 being a report on Dominion Voting Systems (Tabulators for the 2022 municipal election)

**RECOMMENDATION**

**THAT** Council of the Corporation of the Township of Wellington North receive report CLK 2022-002 being a report on Dominion Voting Systems (tabulators for the 2022 municipal election);

**AND FURTHER THAT** Council award this project to Dominion Voting at an estimated cost of \$23,150 plus applicable taxes;

**AND FURTHER THAT** the Clerk be authorized to sign the agreement with Dominion Voting;

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

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

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

By-Law 010-21 to authorize the use of optical scanning vote tabulators in the 2022 Municipal Election

By-Law 011-21 to authorize a vote by mail method in the 2022 Municipal Election

**BACKGROUND**

The Township of Wellington North has approved a alternative voting methods in for the October 24, 2022 municipal election. A vote by mail system with the use of tabulators was approved on February 7, 2021.

In 2014 and 2018 the Township secured the services of Dominion Voting for the use of tabulators. We did not experience any issues with their services or equipment and Staff are familiar with the use of the system.

For these reasons, staff recommends that Council waive the requirement for a competitive process as detailed within the Township’s purchasing and procurement policy and award the contract to Dominion Voting.

**FINANCIAL CONSIDERATIONS**

Rental Pricing \$23,150 plus taxes

Consumable Pricing including ballots, secrecy envelopes, paper \$4,250 plus taxes

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These expenditures are included in the 2022 operating budget for the municipal election

<b>ATTACHMENTS</b>
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Schedule A Pricing Breakdown

<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

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<b>Prepared By:</b>	Karren Wallace, Clerk	<i>Karren Wallace</i>
<b>Recommended By:</b>	Michael Givens, Chief Administrative Officer	<i>Michael Givens</i>

## Rental Pricing

<b>Voting Technologies</b>			
Item	Quantity	Unit Price	Extended Price
<b>ImageCast Central Scan Ballot Tabulator</b> (Includes: memory cards, PC Computer provided by Dominion to drive each Tabulator)	2	\$2,900	\$5,800
<b>Subtotal</b>			<b>\$5,800</b>
<b>Democracy Suite Software</b>			
Item	Quantity	Unit Price	Extended Price
<b>Election Management System (EMS) License</b> <ul style="list-style-type: none"> <li>Election Event Definition Module License</li> <li>Module installed on laptop computer provided by Dominion and delivered to your location. Laptop computer rental included in this license</li> <li>Includes 2 memory card readers to upload results from memory cards to Results Tally laptop (one for use, one for backup).</li> <li>Standard results reports included as part of module</li> </ul>	1	\$3,700	\$3,700
<b>Subtotal</b>			<b>\$3,700</b>
<b>Professional Services</b>			
Item	Quantity	Unit Price	Extended Price
<b>Implementation Services</b> Includes: Dominion labour for Project Planning, Coding and System Configuration, Pre-Ship Testing and Project Execution	Flat	\$5,200	\$5,200
<b>Election Setup/Ballot Setup</b>	Flat	\$4,550	\$4,550
<b>Training</b> Remote Train-the-trainer session conducted by Dominion staff	1 Session	\$1,300	\$1,300
<b>Election Day Onsite Support</b> Includes: Dominion Support Representative for Onsite Support on Election Day	1 Representative for 1 day	\$1,600	\$1,600
<b>Shipping</b> Includes: Equipment (delivery and return) and Consumables (including ballots)	Shipping will be adjusted based on actual costs	\$1,000	\$1,000
<b>Subtotal</b>			<b>\$13,650</b>

<b>Dominion Lease Total</b>	<b>\$23,150*</b>
<b>*Applicable tax, ballot kits, printing and postage not included</b>	

### Rental Pricing Notes:

- The above pricing involves the **rental** of the tabulators and software for the election event.
- The above pricing does not include applicable taxes, which will be charged extra.
- Dominion tabulators must be rented from Elections Ontario, under the Dominion – Elections Ontario Joint Tabulator Lease Program. The Municipality will execute a rental contract with Elections Ontario for the quoted tabulators, and this contract execution process will be managed by Dominion.
- As per the Dominion – Elections Ontario Joint Tabulator Lease Program, tabulators are scheduled for delivery to the Municipalities in August 2022.
- The Shipping flat rate charge shown above is based on Dominion’s standard shipping plan and schedule for equipment and consumables. Any extra shipping charges incurred due to the customer causing a deviation from Dominion’s standard shipping plan and schedule will be charged extra.
- After the election, the Customer will return the equipment to the central shipping location and repackage the equipment in the same manner as it was delivered, for pickup by the Dominion shipper. This includes packing the equipment in their respective boxes, placing the equipment back on the same skids, and wrapping the skids with shrink wrap. Dominion reserves the right to charge extra if equipment is not repackaged for pickup in the same way it was delivered. The above pricing does not include consumables. See below for consumable pricing.
- Optional Results Tally Module laptop computer must be returned to Dominion within 30 days after Election Day, or additional laptop rental charges may apply (at Dominion’s discretion).
- Unless listed, pricing does not include any Logic and Accuracy Test support by Dominion personnel. In most cases, municipal staff can complete the tabulator testing process, using Dominion’s written instructions, and Dominion phone support if needed. If the Municipality prefers to have a Dominion support rep onsite to oversee the testing process performed by your staff, this can be arranged, at our normal rates.
- Onsite Support will be provided by a Dominion-trained support representative. This representative will have a general knowledge of different aspects of your election system and will serve as initial support for any issues that may arise, and this representative will utilize the Dominion Phone Support Hotline to obtain direct phone instruction from top Dominion engineers who are experts in each component of your election system.
- Stickers, labels, or other adhesive elements must not be used or placed on tabulators. Dominion reserves the right to bill extra if the tabulators are not received in the same condition as they were delivered.
- To ensure ballot printing and delivery timelines, customer approval for final **ballot proofs must be provided within 48 hours of receipt of proofs from Dominion**. Dominion is not responsible for ballot delivery delays due to Customer approval delays.
- This proposal is valid until Mach 1, 2022

## Payment Terms

- 50% of total plus tax at contract execution
- 40% of total plus tax August 1, 2022
- 10% of total plus tax October 31, 2022

## Consumable Pricing

<b>Election Supplies</b>	<b>Unit Price</b>
Ballot Box – Podium Style	\$195.00 (package of 3)
Ballot Box – Small Table-Top Style	\$195.00 (package of 3)
Secrecy Folders (recommend 30 per tabulator)	\$2.50 each
Tabulator Printer Thermal Paper Rolls	\$5.00 each
Backup Results Tally laptop (to provide backup to the prime Results Tally laptop included under the EMS License quoted above)	\$1,500 each
<b>Ballots</b>	
<b>Ballots</b> (based on the standard Dominion ballot template style, at standard 8.5" by 11" size) <b>Quantity to be determined by Customer</b>	\$0.30 Each

### Notes:

- Ballots must be purchased from Dominion, since Dominion only uses certified printers who have a proven track-record with Dominion. For efficient and accurate ballot scanning and tabulation, the ballots must be printed without any errors, under strict time restraints, and Dominion has certified and integrated our systems with this proven network of certified printers
- Ballot pricing is based on the standard Dominion ballot template style at standard 8.5" by 11" or 8.5" by 14" size, single sided. Dominion may charge extra for custom changes to standard ballot design, such as using ballot length longer than 14", or using double-sided ballots.
- Dominion may charge extra for custom changes to standard ballot design
- Taxes are not included in the above pricing and will be charged extra
- Ballot quantities must be provided to Dominion **by February 7, 2022**, to ensure availability.
- Consumable quantities must be provided to Dominion **by February 15, 2022**, to ensure availability.
- Unused consumables will not be refunded.
- Shipping is not included for the above items unless items are included in initial order of equipment. Shipping of items ordered in addition to the initial order will be billed extra.



**WELLINGTON NORTH**  
SEMPER PORRO

## Staff Report

**To:** Mayor and Members of Council Meeting of February 7, 2022  
**From:** Karren Wallace, Director of Legislative Services/Clerk  
**Subject:** CLK 2022-003 being a report on Clerk's Department 2021 year end report

### RECOMMENDATION

**THAT** Council of the Corporation of the Township of Wellington North receive for information Report CLK 2022-003 being a report on Clerk's Department 2021 year end report.

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

CLK 2021-002 being a report on Clerk's Department 2020 year end review  
 CLK 2020-001 being a report on Clerk's Department 2019 year end review  
 CLK 2019-002 being a report on Clerk's Department 2018 year end review  
 CLK 2018-008 being a report on Clerk's Department 2017 year end review  
 CLK 2017-004 being a report on the Clerk's department 2016 year end review  
 CLK 2016-005 Admin & Finance being a report on Clerk's Dept 2015 year end review.

### BACKGROUND

In January 2021, the Clerk's department was comprised of two full time employees including the Director of Legislative Services/Clerk and Deputy Clerk. Additionally there were two Administrative Support Coordinators, one being a full time position and the other a contract employee who worked for the Clerk's Department. That student stayed until December 2021 under a contract.

At a closed meeting in September, 2021 Council approved a recommendation from the Looking Ahead Committee that Administrative Support I position will be dedicated to supporting the Chief Administrative Officer, Clerk and Finance departments. Back up for this position will be provided by the Director of Legislative Services and Deputy Clerk and there would be no 50/50 split as it did not really work well. This change became effective in December 2021.

Crossing guards fall under the purview of the Clerk's department and there are currently 4 guards in Mount Forest and 2 guards in Arthur. There are three back up positions, two in Mount Forest and one in Arthur and this has resulted in fewer absences from crossings. The schools have been open and shut various times through COVID, leaving crossing guards without work.



The Clerk's department manages the Mount Forest Cemetery with the Roads Foreman conducting the actual burials and maintenance.

The Clerk's department works closely with all departments to ensure continuity of service and to provide assistance as required including Finance, Fire, Building, Economic Development and Operations.

The Clerk sits on the Joint Health & Safety Committee, Wellness Committee, Safe Communities, the Looking Ahead Committee, Senior Management Committee as well as the Municipal Emergency Control Group.

The Clerk's department is responsible for

- inventory/office supplies for all departments
- Council support
- telephones, faxes, printers and copiers
- welcome packages
- vital statistics, marriage, death
- canine control
- cemetery
- livestock claims
- animal control
- lottery licensing
- support as required to building, fire, operations, economic development, finance
- civic addressing
- burn permits
- records management
- Municipal Drains

Attached as Schedule "A" is a listing of the daily activities and metrics provided by the Clerk's department in 2021.

The Clerk's department completed these special projects in 2021:

### **COVID 19**

An emergency was declared by Wellington North on March 23, 2020 due to COVID 19. As a result of the ongoing world wide pandemic, the Emergency Control Group continued to meet throughout 2021.

### **New Horizon's Grant**

The Clerks' department together with Human Resources, Economic Development and Recreation administered the \$25,000 grant for Seniors Helping Seniors through Technological Change and Modernization. An instructor was hired and managed by the Clerk. A separate report CLK 2022-001 was received by Council at the January 24, 2022 meeting of Council.

### **Cemetery**

In 2021 the Wellington North Cultural Roundtable supported an historical walking tour in the Mount Forest Cemetery held in the fall. The research and tour was conducted by a member of the Clerk's team. A separate report CLK 2021-027 was received by Council on November 8, 2021.

**Historical Walking Tour Mount Forest**

A member of the Clerk's team researched and conducted an historical downtown walking tour of Mount Forest. More than 50 people took part in the 2 night event and \$500.00 was raised and donated to the Mount Forest Museum and Archives.

**PIN Volunteer Network**

The Clerk supported Economic Development Officer, Human Resources Manager and the Community Recreation Coordinator in our partnership with the PIN that included a six part webinar series on training volunteer and a Volunteer appreciation and recognition lunch held September 24, 2021. Report CLK 2021-028 was received by Council on November 8, 2021 summarizing the initiative.

**2022 Municipal Election**

The Clerk's department began preparing for the 2022 municipal election by having Council endorse alternate voting methods in February 2021 that include a vote by mail method of election with the use of tabulators to count the vote. Work will continue in 2022 and into 2023 on the election.

**City of Guelph By-law Enforcement Services – PILOT**

The Clerk worked closely with the Chief Building Official throughout 2021 to implement the PILOT by-law enforcement services that was launched in January of 2022.

**Records Management**

The Clerk's department is systematically moving toward full electronic records management in Wellington North, recognizing that it will be a step by step, department by department process. Staff participated in demonstrations by LaserFische and FileHold and more information will be coming to Council in 2022.

A quote for scanning permanent records (minutes, by-laws and drawings) has been solicited and more information will be coming to Council in 2022.

<b>FINANCIAL CONSIDERATIONS</b>
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There are no financial implication in receiving this report.

<b>ATTACHMENTS</b>
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Schedule A-metrics year over year comparison

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<b>STRATEGIC PLAN 2019 – 2022</b>
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Which priority does this report support?

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

<b>Prepared By:</b>	Karren Wallace, Director Legislative Services/Clerk	<i>Karren Wallace</i>
<b>Recommended By:</b>	Michael Givens, Chief Administrative Officer	<i>Michael Givens</i>

## SCHEDULE A

ITEM	MEASURE						
	2015	2016	2017	2018	2019	2020	2021
<b>CEMETERY</b>							
Registration of Deaths	193	175	164	137	124	138	194
Burial Permits	149	115	34	0	0	62 Aug-Dec	126
Lot transfers	5	3	6	5	2	5	nil
Standard plot sale	23	38	11	12	7	11	43
Niche/Columbarium sale			7	11	5	4	9
Burials/Inurnments							
• Columbarium	65	8	9	11	11	6	5
• Standard burial		26	21	19	13	15	18
• Cremated remains standard plot		19	16	23	12	6	21
• Winter storage		9	6	12	8	11	12
Cemetery research (hrs)	35	40	60	52	25	27	10
Burn Permits issued	235	345	308	372	493	596	362
Dog licenses issued WN	522	762	2188	1,846	1558	609	232
Dog licenses issued Docupet					91	923	53
Civic Addresses		46	25	35	53	26	32
Lottery licenses issued/reported	37	23	26	28	22	46	27
Marriage licenses issued	43	38	28	38	26	10	30
Livestock Claims	8	9	2	4	6	2	2
Temporary Road closures				15	20	9	21
By-laws	99	104	98	115	124	104	123
Clerk reports	68	85	55	58	37	21	35

MEETINGS AGENDAS/MINUTES/ADMIN SUPPORT						
	2016	2017	2018	2019	2020	2021
Council	26	28	29	22	23	27
Closed	9	14	11	12	15	16
Recreation Committee	6	6	4	7	7	12
Com of Adjustment	4	8	7	4	9	13
Public Meetings	5	12	9	9	7	11
Cultural Roundtable	10	8	7	9	4	6
Court of Revision	3	3	2	nil	2	Nil
Aquatic Fundraising Committee			5	5	5	8
BMX bike/skateboard			2	4	1	8



# Staff Report

**To:** Mayor and Members of Council Meeting of February 7, 2022  
**From:** Karren Wallace, Director of Legislative Services/Clerk  
**Subject:** Report CLK 2022-004 Being a Report on amending Business Licensing By-law 058-16

**RECOMMENDATION**

**THAT** the Council of the Corporation of the Township of Wellington North receive report CLK 2022-004 being a report on amending Business Licensing By-law 058-16 for information.

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

- CLK 2020-005 being a report on an amendment to the Business Licensing By-Law No. 058-16 to set out retail cannabis stores prohibition zones
- CLK 2019-024 being a report on amendments to the Business Licensing By-law Door to Door Sales and Donation Boxes
- CLK 2016-039 being a report on amendments to the Business Licensing by-law Door to Door Sales
- CLK 2016-038 Admin & Finance being a report on business licensing restrictions Kate’s Fries
- CLK 2016-024 Admin & Finance Committee being a report on Business Licensing

**BACKGROUND**

The Township of Wellington passed the Business License By-law 058-16 in 2016, providing for licensing of food stands, food trucks, donation boxes and door to door sales. The By-law has been amended three times related to cannabis and door to door sales.

The chart provides a four year summary of the types of licenses that have been issued in Wellington North. The cost of a door to door license is \$200.00 per day. Donation bins/food stands and trucks are \$100.00 annually.

	2018	2019	2020	2021
Donation Boxes	0	5	5	8
Food stand	3	2	1	1
Food truck	0	0	0	1
Door to Door	0	0	0	0

2021 was the first year a license for a food truck was issued, although typically we have not licensed food trucks during any special events (Fireworks Festival, downtown events, etc) due to the lack of enforcement.

In order to provide fairness to all licensed food trucks, existing businesses and consistency, staff will liaison with user groups, including the Chambers of Commerce, the Fireworks Festival to ensure that any food truck vendors in attendance at their events are in compliance with our Business License By-law. Enforcement will be feasible now through the By-law enforcement partnership with the City of Guelph.

Staff are recommending that service clubs, not for profits who may be operating food stands be exempted from the licensing fee, but would be required to obtain a license.

One change that will reduce red tape for food trucks is the ability to provide proof of a fire inspection from any Fire Department in Ontario, as opposed to Wellington North Fire Service, as well as being inspected by any Public Health Unit in Ontario as opposed to the Guelph Dufferin Wellington Dufferin Public Health Unit. Operators of food trucks will have the ability to bring their existing documentation with them as opposed to having to incur time and expense in obtaining Wellington North specific documentation.

It should be noted the current by-law does not exempt vendors at the Wellington North Farmer's market from licensing requirements, however that will be included in the updated version. Vendors at the market pay a fee and submit their health unit information through that process.

Staff will forward to the municipal solicitor for review and bring back the revised by-law to a future meeting of Council for approval.

#### FINANCIAL CONSIDERATIONS

By licensing food trucks that participate that operate annually in the municipality at different events, additional licensing revenue of up to \$800.00 is anticipated. There will be a one time cost in obtaining a legal opinion.

#### ATTACHMENTS

Consolidated By-law 058-16 (without amendments)

#### STRATEGIC PLAN 2019 - 2022

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

Yes

Modernization and Efficiency  
 Municipal Infrastructure

Partnerships  
 Alignment and Integration

Amendments to the Business Licensing by-law reduce red tape for businesses.

<b>Prepared By:</b>	Karren Wallace, Director of Legislative Services/Clerk	<i>Karren Wallace</i>
<b>Recommended By:</b>	Michael Givens, Chief Administrative Officer	<i>Michael Givens</i>



# Staff Report

**To:** Mayor and Members of Council Meeting of February 7, 2022  
**From:** Karren Wallace, Director of Legislative Services/Clerk  
**Subject:** Report CLK 2022-005 Being a Report on amending Fees and Charges By-law 117-21 "Schedule C"

**RECOMMENDATION**

**THAT** the Council of the Corporation of the Township of Wellington North receive report CLK 2022-005 being a report on amending Fees and Charges By-law 117-21 Schedule "C";

**AND FURTHER THAT** the Mayor and Clerk be authorized to sign the amending by-law.

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

CLK 2021-017 Cemetery fees and charges

**BACKGROUND**

At the June 28, 2021 meeting, Council approved amended fees and charges for the Mount Forest Cemetery. In reviewing those charges, staff have noted that the percentage to be placed in trust for the purchase of rights in the scattering garden have been calculated incorrectly. Additionally wording omitted under Surcharges.

Schedule C of By-law 117-21 needs to be revised as follows:

FROM:	
<u>Surcharges:</u>	
Saturday funerals until 12 noon & holidays – cremated remains	\$240.00
TO:	
<u>Surcharges:</u>	
Saturday funerals until 12 noon & holidays – cremated remains & scattering gardens	\$240.00
REMOVE:	
Saturday funerals until 12 noon & holidays - cremated remains	\$240.00
FROM:	
Flat marker (under 1,116.13 sq centimeters-173 sq inches)	\$50.00
Flat Marker (over 1,116.13 sq centimeters-173 sq inches)	\$100.00
TO:	
Flat marker (under 1,116.13 sq centimeters-173 sq inches)	NIL
Flat Marker (over 1,116.13 sq centimeters-173 sq inches)	\$50.00

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As there is no fee increase, there is no requirement to publish notice of the amendment.

<b>FINANCIAL CONSIDERATIONS</b>
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There is no financial impact to receiving this report.

<b>ATTACHMENTS</b>
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N/A

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

Yes

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<b>Prepared By:</b>	Karren Wallace, Director of Legislative Services/Clerk	<i>Karren Wallace</i>
<b>Recommended By:</b>	Michael Givens, Chief Administrative Officer	<i>Michael Givens</i>





# Staff Report

**To:** Mayor and Members of Council Meeting of February 7, 2022  
**From:** Karren Wallace, Director of Legislative Services/Clerk  
**Subject:** Report CLK 2022-006 Being a report on amending the Council, Local Board, Committee and Advisory Committee Code of Conduct By-law 018-19

**RECOMMENDATION**

**THAT** the Council of the Corporation of the Township of Wellington North receive report CLK 2022-006 being a report on amending the Council, Local Board, Committee and Advisory Committee Code of Conduct By-law 018-19

**AND FURTHER THAT** the Mayor and Clerk be authorized to sign the by-law.

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

- CLK 2020-021 being a report on amendment to the Council, Local Board, Committee and Advisory Committee Policy
- CLK 2019-023 CLOSED Presentation on Integrity Commissioner role
- CLK 2019-015 being a report on a Council Code of Conduct Policy
- CLK 2018-027 being a report on the appointment of an Integrity Commissioner

**BACKGROUND**

Section 9, Enforcement of the current Council, Local Board, Committee and Advisory Committee Policy 005-19 states:

**ENFORCEMENT**

9. The Integrity Commissioner as appointed by By-law shall investigate the application of the Council, Local Board, Committee and Advisory Committee Member Code of Conduct Policy on written complaint directed to the Director of Legislative Services/Clerk. The Director of Legislative Services/Clerk shall make a determination as to whether the matter falls under the jurisdiction of the Integrity Commissioner before forwarding a complaint. The Complaint process is set out as Schedule B to this policy.

Staff is recommending the policy be amended to:

**ENFORCEMENT**

9. Complaints must be made in writing and signed by an identifiable individual. The identity of the complainant will be protected. Complaints shall be submitted directly to the Integrity Commissioner at:

Guy Giorno, Fasken Martineau  
 Tel: 416-865-5164 or (toll-free) 877-609-5685  
 Email: integritycommissioner@fasken.com

By making complaints directly to the Integrity Commissioner, it provides for a more confidential process for the complainant. Additionally, it reduces red tape enables the process to be handled in a more timely manner.

### FINANCIAL CONSIDERATIONS

There is no financial impact in receiving this report.

### ATTACHMENTS

DRAFT amended policy

### STRATEGIC PLAN 2019 - 2022

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

Yes

Modernization and Efficiency

Municipal Infrastructure

Partnerships

Alignment and Integration

**Prepared By:**

Karren Wallace, Director of Legislative Services/Clerk

*Karren Wallace*

**Recommended By:**

Michael Givens, Chief Administrative Officer

*Michael Givens*



# COUNCIL, LOCAL BOARD, COMMITTEE AND ADVISORY COMMITTEE MEMBER CODE OF CONDUCT POLICY

<b>DEPARTMENT</b>	COUNCIL	<b>POLICY NUMBER</b>	005-19
<b>EFFECTIVE DATE</b>	February 25, 2019 Amended December 2020	<b>LEGISLATIVE AUTHORITY</b>	Section 223.2 Municipal Act
<b>APPROVED BY:</b>	By-law 018-19 amended by By-law 100-20 Amended by By-law XXX-22		

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**POLICY STATEMENT**

This policy provides the rules of conduct for Council, Local Board, Committee and Advisory Committee members to ensure that the Township of Wellington North’s affairs are governed in an accountable and transparent manner.

**PURPOSE**

- To ensure Council, Local Board, Committee and Advisory Committee members understand:
- They are to be independent, impartial and responsible to the people;
  - There are open and proper channels for decision making and approval of policies;
  - Conflicts between private interests and public responsibilities must be avoided, and;
  - Transparency and accountability is imperative

## SCOPE

In accordance with Section 223.2 of the *Municipal Act, 2001*, this policy applies to all Council, Local Board, Committee and Advisory Committee members.

## RESPONSIBILITIES

1. Council, Local Board, Committee and Advisory Committee members shall
  - a) Adhere to the Procedure By-law;
  - b) Fairly represent the diversity of community views in developing an overall strategy for the future of the Township;
  - c) Achieve sound financial management, planning and accountability, and;
  - d) Members shall seek to serve the public interest by upholding both the letter and the spirit of the laws and policies established by the Federal Parliament, Ontario Legislature, and Council.
  - e) Sign a letter of acknowledge of receipt and understanding of this policy, the form of which is set out as Schedule A to this policy.

## CONFIDENTIALITY

2. In their decision making process, Council, Local Board, Committee and Advisory Committee members are privy to information which may be confidential. It is expected that members of Council, Local Board, Committee and Advisory Committees shall :
  - a) Use confidential information appropriately, so as not to be used to their personal advantage or cause detriment or benefit to others;
  - b) Respect the status of confidential (personnel, legal, property acquisition, etc.) information;
  - c) Understand they are entitled to the same access rights to municipal information as any other member of the community, unless it is specifically relevant to a matter before Council, Local Board, Committee and Advisory Committee;
  - d) Keep confidential any information disclosed or discussed at a meeting or part of a meeting of Council, Local Board, Committee and Advisory Committee, that was closed to the public;
  - e) Keep confidential any information that is circulated to members of Council, Local Board, Committee and Advisory Committee that is marked "Confidential", or received in confidence verbally in preparation for the Closed meeting;
  - f) Keep information confidential even if the member ceases to be a member, and;
  - g) Only release information according to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA), as amended from time to time.

## COMMUNICATIONS AND MEDIA RELATIONS

- 3.1 Members of Council, Local Board, Committee and Advisory Committee shall not communicate with any outside agency on policy issues including the media, Ministers of Federal/Provincial Governments or with MP's and MPP's without receiving Council approval.
  - 3.1.1 Despite Subsection 3.1, advertising or invitations for events, activities and fundraisers and general activities of a Council Local Board, Committee and Advisory Committee is permitted.
- 3.2 Members of Council, Local Board, Committee and Advisory Committee will accurately and adequately communicate the attitudes and decisions of Council, Local Board, Committee and Advisory Committees, even if they disagree with a majority decision so:

- a. There is respect for the decision making processes
- b. Information concerning adopted policies, procedures and decisions is conveyed openly and accurately.

#### RELATIONSHIPS WITH STAFF AND OTHER MEMBERS OF COUNCIL, LOCAL BOARD, COMMITTEE AND ADVISORY COMMITTEE

- 4 Members of Council, Local Board, Committee and Advisory Committees shall:
- a. Acknowledge that only Council, Local Boards, Committee and Advisory Committees as a whole has the capacity to direct staff members to carry out specific tasks or functions;
  - b. Refrain from using their position to improperly influence members of staff in their duties or functions or to gain an advantage for themselves or others,
  - c. Refrain from publicly criticizing individual members of staff and/or Members of Council Local Boards, Committee and Advisory Committees in a way that casts aspersions on their professional competence and credibility; AND
  - d. Recognize that certain members of staff are statutory officers and have specific statutory duties, authorities, powers and responsibilities with which Council, Local Board, Committee and Advisory Committee members shall not interfere.

#### GIFTS, HOSPITALITY AND OTHER BENEFITS

5.1 Members of Council, Local Board, Committee and Advisory Committees shall not place themselves in a position of obligation to any person or organization which might reasonably benefit from special consideration or may seek preferential treatment.

5.2 Members of Council, Local Board, Committee and Advisory Committees are prohibited from soliciting, accepting, offering or agreeing to accept any gifts, commission, hospitality, reward, advantage or benefit of any kind, personally or through a family member or business acquaintances, that is connected directly or indirectly with the performance of duties of office or could reasonably be construed as being given in anticipation of future, or recognition of past, "special consideration".

5.3 Members of Council, Local Board, Committee and Advisory Committees are prohibited from accepting, directly or indirectly, any gifts, hospitality or other benefits that are offered by persons, groups or organizations having dealings with the Township.

5.4 The above policy does not preclude members of Council, Local Boards, Committee and Advisory Committees from accepting:

- 5.4.1 The stipend paid to each member intended to fully remunerate members for service to the Corporation, Local Boards, Committee and Advisory Committees;
- 5.4.2 A stipend from a board or commission that the member serves on as a result of an appointment by Council;
- 5.4.3 Reimbursement of reasonable expenses incurred in the performance of office;
- 5.4.4 Reimbursement of reasonable expenses incurred and honorariums received in the performance of activities connected with municipal associations;
- 5.4.5 Token gifts, souvenirs, mementoes or hospitality received in recognition for service on a committee, for speaking at an event or for representing the Township at an event;
- 5.4.6 Food and beverages at meetings, banquets, receptions, ceremonies or similar events;

- 5.4.7 Food, lodging, transportation, entertainment provided by other levels of governments, by other local governments or by local government boards or commissions;
- 5.4.8 Gifts of a nominal value that are received as an incident or protocol or social obligation that normally and reasonably accompany the responsibility of the office, and;
- 5.4.9 Political contributions that are otherwise offered, accepted and reported in accordance with applicable law.

5.5 Where it is not possible to decline unauthorized gifts, hospitality or other benefit, members of Council, Local Board, Committee and Advisory Committees shall report the matter to the Chief Administrative Officer (CAO). The CAO may require that the gift be retained by the Township or be disposed of for charitable purposes.

#### USE OF PROPERTY

- 6. Members of Council, Local Board, Committee and Advisory Committees will only use municipal property, equipment, supplies or services of consequence, for activities connected with the discharge or official duties or associated community activities having the sanction of Council, Local Boards, Committee and Advisory Committees.

#### TRANSPARENCY AND OPENNESS IN DECISION MAKING

- 7. Members of Council, Local Board, Committee and Advisory Committees will endeavour to:
  - a. Conduct and convey business in an open and public manner (other than subject matters being considered in a Closed meeting), so that residents and ratepayers are aware as to how conclusions or decisions are reached.

#### IMPROPER USE OF INFLUENCE

- 8. No Member of Council Local Board, Committee and Advisory Committee shall use the influence of his or her office for any purpose other than the performance of the member's responsibilities as a member, and other official duties.

#### ENFORCEMENT

- 9. All complaints should be made to the municipal Integrity Commissioner. Complaints may be made by members of the public, employees of the Township, any organization and members of Council to:

Guy Giorno, Fasken Martineau  
Tel: 416-865-5164 or (toll-free) 877-609-5685  
Email: [integritycommissioner@fasken.com](mailto:integritycommissioner@fasken.com)



**WELLINGTON NORTH**  
SEMPER PORRO

## **CONFIRMATION OF UNDERSTANDING**

### **TOWNSHIP OF WELLINGTON NORTH COUNCIL, LOCAL BOARD, COMMITTEE AND ADVISORY COMMITTEE MEMBERS CODE OF CONDUCT**

I have received a copy of the Township of Wellington North Council, Local Board, Committee and Advisory Committee Members Code of Conduct and have read the document carefully.

I understand all of the terms and agree to abide by them.

I understand that if I violate the Code of Conduct, I may be subject to an Integrity Commissioner investigation.

\_\_\_\_\_  
Member Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Committee/Local Board

## MEMORANDUM

TO: The Clerk

FROM: Danielle Livingston, Administrative/Financial Services Coordinator

DATE: January 20, 2022

SUBJECT: Member Attendance at Authority Meetings

Enclosed you will find a summary of the meetings that have been attended by your representative or representatives in 2021 and the remuneration paid by the Authority.

If you have any questions regarding the enclosed information, please do not hesitate to contact Maitland Valley Conservation Authority.





## DIRECTORS ATTENDANCE AT AUTHORITY MEETINGS

## Director's Attendance at Authority Meetings

2021

NAME: David Turton

MUNICIPALITY: Township of Mapleton,  
Wellington North, and Town of  
Minto

<u>Meetings</u>	<u>Meetings Held</u>	<u>Per Diem</u>	<u>Meetings Attended</u>	<u>Paid</u>
Board of Directors Meetings	12	\$66.00	10	\$660.00
Additional Meetings	6		6	\$396.00
	18		16	\$1,056.00
Total per diem paid for 2021				\$1,056.00

Jan.25,2022

To: Township of Wellington North Council

From: Mount Forest Victory Church

Re: Seeking reduction in our water bill

Dear council members,

Our recent water bill (see copy) came in exceptionally high at 158 cubic meters. We have been aware of some leaky toilets for a while now and therefore have been turning off our main water valve when not in the building until we could fix the issue. As you can see on the usage history this worked until the January 2022 reading. It was discovered that our main valve failed and therefore the water continued through the system, including the leaky toilets.

Although we recognize this as our mistake for delaying repair on the leaking toilets, we are requesting a reduction in this bill.

Thank you for your consideration,

Pastor Harry Engel, Mount Forest Victory Church

**Wellington North Power Inc.**  
 P.O. Box 359, 290 Queen Street West  
 Mount Forest, ON N0G 2L0  
 Phone: (519) 323-1710 Fax: (519) 323-2425

Customer Account Number
-------------------------

1.5% Interest After	Due Now	Amount Enclosed
02/10/2022	737.57	
Service Address		
320 KING ST E HALL		

Overdue Interest 19.56%/annum

MOUNT FOREST VICTORY CHURCH  
 320 KING ST E  
 MOUNT FOREST, ON N0G 2L2

⑆06 26 5⑈900⑆

96

Wellington North Power Inc.  
 Phone: 519-323-1710  
 www.wellingtonnorthpower.com  
 customerservice@wellingtonnorthpower.com

Account Number

Name

Service Address

MOUNT FOREST VICTORY CHURCH

320 KING ST E HALL

Meter Number	Read Dates		Billing Days	Code	Meter Readings		Mult	Usage	Units	Power factor	Adjust. factor
	Present	Previous			Present	Previous					
WTR: 6610392723	12/29/2021	11/30/2021	29	MR	021626	020050	0	158	CU.MTR.		

BILLING SUMMARY	
Previous Balance as of:12/15/2021	\$85.89
Payments as of:01/04/2022	(\$85.89)
Adjustments as of:01/04/2022	\$0.00
Interest Charges as of:01/18/2022	\$0.00
Balance Forward as of:01/18/2022	\$0.00
Current Charges as of:01/18/2022	\$737.57
<b>Total Amount Due</b>	<b>\$737.57</b>

PREVIOUS BALANCE	85.89
PAYMENT 01/04/2022	-85.89
BALANCE FORWARD	0.00

RATE	USAGE	CHARGES
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<b>Water &amp; Sewer Charges</b>	
Maintenance Charge	17.34
Meter Water Consumption	323.08
Monthly Sewer Charge	397.15

Security Deposit 0.00

CURRENT CHARGES	<u>\$737.57</u>
<b>TOTAL AMOUNT DUE</b>	<b><u>\$737.57</u></b>

USAGE HISTORY					
Month	Days	Electric Use (kWh)	Elec. Usage per Day	Water Use CU.MTR.	Water Usage per Day
01-22	29			158	5
12-21	32			15	0
11-21	29			9	0
10-21	30			8	0
09-21	32			7	0
08-21	32			19	1
07-21	28			2	0
06-21	31			1	0
05-21	32			2	0
04-21	31			2	0
03-21	28			1	0
02-21	30			0	0
01-21	30			3	0

Bill Type	Account Type	Bill Date	Due Date	Amount Due	Payment Type
REGULAR	GENERAL SERVICE	01/18/2022	02/10/2022	737.57	PLEASE PAY BY DUE DATE

MESSAGES:

# Grand River Conservation Authority

**Report number:** GM-01-22-06

**Date:** January 28, 2022

**To:** Members of the Grand River Conservation Authority

**Subject:** Budget 2022 – Draft #2

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## Recommendation:

THAT Report Number 01-22-06 - Budget 2022 - Draft #2 be received as information;

AND THAT an amount equal to any undesignated surplus realized from the 2021 year-end operating results be transferred to the Transition reserve at the end of 2021.

## Summary:

This draft continues to present a balanced budget position for 2022.

This draft of the budget includes the following significant changes since the September 24, 2021 draft #1 budget report:

- \$720,000 Special Projects spending
- (\$720,000) Special Project funding increased
- \$260,000 Motor Pool capital spending increased
- (\$260,000) Transfer from Motor Pool Reserve increased
- \$182,000 Staffing expense increase
- (\$182,000) Transfer to Transition Reserve reduced

This report includes a recommendation to transfer a portion of the 2021 operating surplus into the transition reserve at year-end 2021.

The Final Budget will include adjustments to the Outdoor Education program, Conservation Area program, Forestry (Tree Planting) program, special projects, expenses carried forward from 2021, and the 2021 surplus carry forward (based on audited 2021 results). These adjustments are not anticipated to affect the 2022 budgeted general levy increase of 2.5%.

This draft includes the following amounts:

- Expenditures \$31,902,188
- General Municipal Levy \$12,530,000 (\$305,000 or 2.5% increase over prior year)
- Provincial Water and Erosion Control Infrastructure (WECl) Grant \$700,000
- Provincial Source Protection Program Grant \$640,000
- Reserves to decrease by \$927,500 in 2022

## Report:

The final 2022 budget will be presented for approval at the February 25, 2022 General Membership Meeting.

This draft of the 2022 Budget includes the following changes made since the September 24, 2021 General Membership Meeting:

Special Projects Budget 2022 (net increase in expenses \$720,000):

\$ 130,000	Waste Water Optimization Project expenses increased
\$ 130,000	Provincial funding increased
\$ 100,000	Ecological Restoration Project expenses increased
\$ 100,000	Other Donations funding increased
\$ 100,000	Great Lakes Protection Initiative Project expenses increased
\$ 100,000	Federal Government funding increased
\$ 70,000	Precision Agriculture-OMFRA Project expenses increased
\$ 70,000	Provincial funding increased
\$ 240,000	Trail Maintenance Project expenses increased
\$ 240,000	Foundation funding increased
\$ 80,000	Subwatershed Study-City of Kitchener
\$ 80,000	Municipal Funding-Other

Capital Budget 2022 (net increase in expenses \$260,000)

\$260,000	Motor Pool Equipment expenses increased (carry forward from 2021)
\$260,000	Transfer from Motor Pool Reserve increased

Operating Budget 2022 (net increase in expenses \$182,000)

\$182,000	Compensation and Benefit expenses increased (add Lands Management Director Position)
\$182,000	Transfer to Transition reserve decreased

The addition of a Lands Management Director position is part of an overall restructuring being undertaken in order to address GRCA's transition to the new provincial regulations under the Conservation Authorities Act. Restructuring commenced in 2020 with the elimination of a few staff positions.

Transition Reserve

The transition reserve was established at year-end 2020. The purpose of the reserve is to fund expenditures related to the transitioning of GRCA to new provincial regulations requirements and/or fund costs related to managing expenses impacted by COVID-19 or revenue losses due to COVID-19. It is recommended that any 2021 year-end operating surplus that has not been designated to be incorporated into the 2022 budget be transferred to the transition reserve in 2021. The amount to be transferred into this reserve will be finalized in the 2022 final budget report at the February 25, 2022 General Meeting. By February, the year-end audit will have been completed and the year-end 2021 operating surplus will be finalized.

The strategy for Budget 2022 draft #1 was to increase municipal general levy by 2.5%. Any resulting net surplus was transferred into the transition reserve. As a result, Budget 2022 draft #1 included a transfer of \$182,000 into the transition reserve. Budget draft #2 has added a Lands Management Director position and this cost increase is being offset by eliminating the transfer to the transition reserve that was part of budget 2022 draft #1. As a result, the addition of this position has no impact on the bottom line operating results.

Significant Outstanding Budget Items

Draft #2 operating budget continues to assume status quo operations. After actual 2021 figures are finalized, the final budget will be prepared and the outstanding matters listed below will be addressed.

(a) Year 2021 Carry forward Adjustments2021 Surplus carry forward

This draft of the 2021 Budget assumes a \$100,000 surplus carry over from year 2021. The December 2021 Financial Summary for year-end 2021 forecasts a \$709,000 surplus. Some surplus will be carried over to 2022 to cover additional costs added to the 2022 budget. Staff recommend that any 2021 surplus that is not required to achieve a breakeven 2022 budget (i.e. municipal levy increase kept to 2.5%) be transferred into the transition reserve as outlined above. The amount of surplus to be transferred to the transition reserve is estimated to be between \$500,000 and \$600,000. The 2021 carry forward surplus will be updated based on the actual yearend results.

2022 Special Projects carry forward

Any projects commenced in year 2021 or earlier and not completed by December 31, 2021 will be carried forward and added to Budget 2022 (i.e. both the funding and the expense will be added to Budget 2022 and therefore these adjustments will have no impact on the breakeven net result).

(b) Conservation Areas

Conservation Area 2022 budgeted revenue is \$8,500,000. Actual 2021 revenue is approximately \$9,500,000. The final budget version will incorporate an increased revenue target along with revised operating and capital expense amounts. The program is budgeted to break even.

(c) Outdoor Education Program.

Following an analysis of actual 2021 expenses and contract confirmations the final budget version will be revised as considered necessary.

(d) Forestry (Tree Planting) Program

Following an analysis of actual 2021 expenses the final budget version will be revised as considered necessary.

(e) Major Water Control Structures Capital Maintenance Expenditures

A final determination of the amount of spending to be added to Budget 2022 will be impacted by unspent amounts from 2021 that will be carried forward to 2022, including the use of the reserve for 2022 projects. Current government funding opportunities includes the Disaster Mitigation and Adaptation Fund (DMAF), the National Damage Mitigation Program (NDMP), and the Provincial Water and Erosion Control Infrastructure (WECI) Program.

Attached are the following related documents:

- Budget 2022 Timetable
- Summary Reserve Report – Budget 2022
- Preliminary Budget 2022 Package to Municipalities

**Financial Implications:**

In this draft, the GRCA is proposing a \$31,902,188 budget. A net decrease to reserves of \$927,500 is budgeted.

The current inflationary economic situation and supply chain challenges created by the pandemic has the potential to result in significant unbudgeted cost increases, in particular, for large purchases/capital projects, which in turn may result in outcomes such as deferral of projects, changes in the scope of projects and/or the use of reserves to fund unbudgeted costs.

**Other Department Considerations:**

None

**Prepared by:**

Sonja Radoja  
Manager of Corporate Services

**Approved by:**

Karen Armstrong  
Deputy CAO/Secretary-Treasurer

**Grand River Conservation Authority  
Summary of Municipal Levy - 2022 Budget**

*DRAFT - January 28, 2022*

	% CVA in Watershed	2021 CVA (Modified)	CVA in Watershed	CVA-Based Apportionment	2022 Budget Matching Admin & Maintenance Levy	2022 Budget Non-Matching Admin & Maintenance Levy	2022 Budget Capital Maintenance*	2022 Budget Total Levy	Actual 2021 Levy	% Change
Brant County	82.9%	7,152,903,252	5,929,756,796	2.89%	12,982	321,325	27,426	361,733	346,966	4.3%
Brantford C	100.0%	15,171,006,775	15,171,006,775	7.39%	33,214	822,096	70,168	925,478	900,728	2.7%
Amaranth Twp	82.0%	805,874,920	660,817,435	0.32%	1,447	35,809	3,056	40,312	39,382	2.4%
East Garafraxa Twp	80.0%	636,291,613	509,033,291	0.25%	1,114	27,584	2,354	31,052	30,223	2.7%
Town of Grand Valley	100.0%	572,436,944	572,436,944	0.28%	1,253	31,020	2,648	34,921	33,396	4.6%
Melancthon Twp	56.0%	596,750,730	334,180,409	0.16%	732	18,109	1,546	20,387	19,819	2.9%
Southgate Twp	6.0%	1,069,060,421	64,143,625	0.03%	140	3,476	297	3,913	3,742	4.6%
Haldimand County	41.0%	7,199,269,194	2,951,700,369	1.44%	6,462	159,949	13,652	180,063	175,140	2.8%
Norfolk County	5.0%	9,741,823,806	487,091,190	0.24%	1,066	26,395	2,253	29,714	28,914	2.8%
Halton Region	10.5%	47,621,739,315	4,993,025,690	2.43%	10,931	270,565	23,093	304,589	291,881	4.4%
Hamilton City	26.8%	95,456,549,475	25,534,626,985	12.43%	55,904	1,383,687	118,101	1,557,692	1,519,505	2.5%
Oxford County	36.6%	4,499,227,699	1,647,153,567	0.80%	3,606	89,257	7,618	100,481	97,921	2.6%
North Perth T	2.0%	2,277,397,479	45,547,950	0.02%	100	2,468	211	2,779	2,686	3.5%
Perth East Twp	40.0%	2,032,561,232	813,024,493	0.40%	1,780	44,057	3,760	49,597	49,250	0.7%
Waterloo Region	100.0%	103,684,590,749	103,684,590,749	50.48%	227,002	5,618,527	479,556	6,325,085	6,182,792	2.3%
Centre Wellington Twp	100.0%	5,241,852,365	5,241,852,365	2.55%	11,476	284,049	24,244	319,769	308,584	3.6%
Erin T	49.0%	2,579,400,498	1,263,906,244	0.62%	2,767	68,489	5,846	77,102	75,545	2.1%
Guelph C	100.0%	27,911,493,324	27,911,493,324	13.59%	61,108	1,512,486	129,094	1,702,688	1,668,479	2.1%
Guelph Eramosa Twp	100.0%	2,893,069,163	2,893,069,163	1.41%	6,334	156,771	13,381	176,486	171,662	2.8%
Mapleton Twp	95.0%	1,838,975,064	1,747,026,311	0.85%	3,825	94,669	8,080	106,574	103,123	3.3%
Wellington North Twp	51.0%	1,776,628,376	906,080,472	0.44%	1,984	49,099	4,191	55,274	53,744	2.8%
Puslinch Twp	75.0%	2,717,055,073	2,037,791,305	0.99%	4,461	110,425	9,425	124,311	121,518	2.3%
<b>Total</b>		<b>343,475,957,466</b>	<b>205,399,355,452</b>	<b>100.00%</b>	<b>449,688</b>	<b>11,130,312</b>	<b>950,000</b>	<b>12,530,000</b>	<b>12,225,000</b>	<b>2.5%</b>

\*Capital Maintenance Levy represents levy allocated to maintenance of capital infrastructure, studies, and/or equipment.





400 Clyde Road, P.O. Box 729 Cambridge, ON N1R 5W6

Phone: 519.621.2761 Toll free: 866.900.4722 Fax: 519.621.4844 Online: [www.grandriver.ca](http://www.grandriver.ca)

January 24, 2022

By Email: [kwallace@wellington-north.com](mailto:kwallace@wellington-north.com)

Karren Wallace, Clerk  
Township of Wellington North  
7490 Side Road 7W, Box 125  
Kenilworth, ON N0G 2E0

Dear Karren Wallace

**Re: 2022 Grand River Conservation Authority Budget and Levy Meeting**

Please be advised that the Annual General Meeting of the Grand River Conservation Authority will be held virtually on Friday, February 25, 2022, at 9:30 a.m., to consider the 2022 Budget and General Municipal Levy.

The attached report, which includes the most recent draft of the 2022 Budget, will be presented to the GRCA General Membership on January 28, 2022. Based on previous board direction to staff, this draft budget includes a General Levy of \$12,530,000 which represents a 2.5% increase over 2021. The General Levy, if approved at the Annual General Meeting, will be apportioned to watershed municipalities on the basis of "Modified Current Value Assessment" as defined in Ontario Regulation 670/00.

The attached draft 2022 Budget outlines the programs and services of the Grand River Conservation Authority and how those programs are expected to be funded in 2022. Also attached is a calculation of the apportionment of the 2022 General Levy to participating municipalities. Should you have any questions concerning the draft Budget or the levy apportionment, please contact the undersigned.

Yours truly,

A handwritten signature in black ink that reads "Karen Armstrong".

Karen Armstrong,  
Deputy CAO and Secretary-Treasurer



## COUNTY OF WELLINGTON

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

74 WOOLWICH STREET  
 GUELPH, ONTARIO  
 N1H 3T9

January 31, 2022

Sent via email: [aknight@get.on.ca](mailto:aknight@get.on.ca)  
[Lisa.campion@erin.ca](mailto:Lisa.campion@erin.ca)  
[kokane@centrewellington.ca](mailto:kokane@centrewellington.ca)  
[LWheeler@mapleton.ca](mailto:LWheeler@mapleton.ca)  
[annilene@town.minto.on.ca](mailto:annilene@town.minto.on.ca)  
[kwallace@wellington-north.com](mailto:kwallace@wellington-north.com)  
[gschwendinger@puslinch.ca](mailto:gschwendinger@puslinch.ca)

Wellington County  
 Member Municipality Clerks  
 Amanda Knight, Township of Guelph/Eramosa  
 Lisa Campion, Town of Erin  
 Kerri O'Kane, Township of Centre Wellington  
 Larry Wheeler, Township of Mapleton  
 Annilene McRobb, Town of Minto  
 Karren Wallace, Township of Wellington North  
 Glenn Schwendinger, Township of Puslinch

Good afternoon,

At its meeting held on January 27, 2022 Wellington County Council approved the following recommendation from the Planning Committee:

That the report County Official Plan Review – Progress Report #5 be received for information and forwarded to Member Municipalities.

Please find enclosed the County Official Plan Review - Progress Report 5.

Should you have any questions, please contact Sarah Wilhelm, Manager of Policy Planning, at [sarahw@wellington.ca](mailto:sarahw@wellington.ca).

Respectfully,

A handwritten signature in cursive script that reads "Kim Courts".

Kim Courts  
 Deputy Clerk



# COUNTY OF WELLINGTON

## COMMITTEE REPORT

**To:** Chair and Members of the Planning Committee  
**From:** Sarah Wilhelm, Manager of Policy Planning  
**Date:** Thursday, 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

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January 31, 2022

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Wellington County  
 Member Municipality Clerks  
 Amanda Knight, Township of Guelph/Eramosa  
 Lisa Campion, Town of Erin  
 Kerri O'Kane, Township of Centre Wellington  
 Larry Wheeler, Township of Mapleton  
 Annilene McRobb, Town of Minto  
 Karren Wallace, Township of Wellington North  
 Glenn Schwendinger, Township of Puslinch

Good afternoon,

At its meeting held on January 27, 2022 Wellington County Council approved the following recommendation from the Planning Committee:

That the County Official Plan Review – OPA 119 Statutory Public Consultation report be received for information; and

That the report be forwarded to Member Municipalities

Should you have any questions, please contact Sarah Wilhelm, Manager of Policy Planning, at [sarahw@wellington.ca](mailto:sarahw@wellington.ca).

Respectfully,

Kim Courts  
 Deputy Clerk



# COUNTY OF WELLINGTON

## COMMITTEE REPORT

**To:** Chair and Members of the Planning Committee

**From:** Sarah Wilhelm, Manager of Policy Planning

**Date:** Thursday, 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

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January 31, 2022

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 Larry Wheeler, Township of Mapleton  
 Annilene McRobb, Town of Minto  
 Karren Wallace, Township of Wellington North  
 Glenn Schwendinger, Township of Puslinch

Good afternoon,

At its meeting held on January 27, 2022 Wellington County Council approved the following recommendation from the Roads Committee:

That the report entitled Road MAP: Speed Management Guidelines – Community Safety Zones be received for information; and

That the nine road segments recommended in the report be approved as Community Safety Zones; and

That staff draft bylaws to implement the Community Safety Zones for approval at a future Roads Committee meeting.

The Committee report and presentation are being circulated for information purposes. Should you have any questions, please contact Don Kudo, County Engineer at [donk@wellington.ca](mailto:donk@wellington.ca).

Respectfully,

Kim Courts  
 Deputy Clerk





## COMMITTEE REPORT

**To:** Chair and Members of the Roads Committee  
**From:** Don Kudo, County Engineer  
**Date:** Tuesday, January 11, 2022  
**Subject:** Road MAP: Speed Management Guidelines – Community Safety Zones

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### Background:

At the September 14, 2021 Roads Committee meeting the Road MAP: Speed Management Guidelines – Revised report was received for information and the Speed Management Guidelines dated August 2021 were approved. The Committee approval included the main motion to be amended to add:

That Dillon Consulting consider adding an addendum to the Speed Management Guidelines with respect to the implementation of Community Safety Zones in major urban areas.

Dillon Consulting has completed a review of Community Safety Zones (CSZ) in the County's urban areas. This report and attached presentation summarizes the evaluation review and provides recommendations.

Community Safety Zones were reviewed for major urban areas consisting of 20 County road corridors within 12 primary urban centres and three County road corridors within two secondary urban centres in the County. A total of 48 road segments were reviewed and assessed along the 23 road corridors as noted below:

- Clifford (Wellington Road 2)
- Harriston (Wellington Road 109)
- Palmerston (Wellington Road 5, 8 and 123)
- Mount Forest (Wellington Road 6)
- Arthur (Wellington Road 14)
- Moorefield (Wellington Road 10)
- Drayton (Wellington Road 8 and 11)
- Elora/Salem (Wellington Road 7, 18 and 21)
- Fergus (Wellington Road 18 and 19)
- Hillsburgh (Wellington Road 24)
- Erin (Wellington Road 124)
- Rockwood (Wellington Road 27 and 50)
- Aberfoyle (Wellington Road 34 and 46)
- Morriston (Wellington Road 36)

Based on the consultant's evaluation using the Speed Management Guidelines' risk factor scoring and confirmation by County staff, it is recommended that certain segments of the following County road corridors road segments be designated as Community Safety Zones:

- Fergus: Wellington Road 18 (Highway 6 - Orangeville Road)

- Palmerston: Wellington Road 123 (Wellington Road 8 – Wellington Road 5)
- Drayton - Wellington Road 11 (Andrews Drive - Wellington Road 8)
- Elora and Salem - Wellington Road 7 (Ross Street - 1 Line)
- Hillsburgh - Wellington Road 24 (Church Street - Jane Street)
- Aberfoyle - Wellington Road 46 (Wellington Road 34 – Gilmour Road)
- Elora/Salem - Wellington Road 18 (Wellington Road 21 – Chapel Street)
- Erin - Wellington Road 124 (Ross Street – Wellington Road 52)
- Mount Forest - Wellington Road 6 (Highway 6 – London Road)

The assessment of these urban area road segments found that the risk factor evaluation scored three segments (Elora/Salem - WR 18, Erin - WR 124, Mount Forest WR 6) with three high risk factors and a total score within one point of the CSZ criteria of 18 points. Based on the number of high risk factors and high score, it is recommended that CSZ be implemented on certain portions of these County road segments and that an addendum to the Speed Management Guidelines be made to the CSZ criteria.

The Province granted the authority for municipalities to create CSZ through the Highway Traffic Act by allowing municipal councils to designate parts of roadways as CSZ by passing bylaws for specific road segments. The County's Speed Management Guidelines include CSZ as speed mitigation methods to modify driver behavior by enforcing increased fines within the zones.

As noted in the Speed Management Guidelines, prior to implementing each Community Safety Zone, the County will communicate the change to the road segment through the circulation of a notice to adjacent properties and provide a media release regarding the new Community Safety Zone location and the consequences for violation within the zone.

Staff will work on the details to implement the recommended nine Community Safety Zones including bylaw details and communication plans.

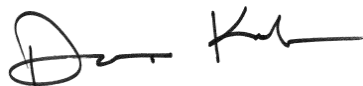
### **Recommendation:**

That the report entitled Road MAP: Speed Management Guidelines – Community Safety Zones be received for information; and

That the nine road segments recommended in the report be approved as Community Safety Zones; and

That staff draft bylaws to implement the Community Safety Zones for approval at a future Roads Committee meeting.

Respectfully submitted,



Don Kudo, P. Eng.  
County Engineer

Attachment: Presentation - Community Safety Zone Reviews

# Community Safety Zone Reviews

Wellington County Roads Committee

January 11, 2022





## Overview



## Approach

- Corridors Assessed
- Community Safety Zone Scoring
- Community Safety Zone Recommendations



## Discussion



# Overview



## Speed Management Options

1. Regulatory Modifications:
  - Speed Limit Adjustments
  - School Zones
  - **Community Safety Zones (CSZs)**
  - Automated Speed Enforcement (ASE)
2. Geometric Modifications:
  - Cross-Section Adjustments
  - Traffic Calming
  - Pedestrian Crossovers (PXOs)
3. Education Campaigns & Enforcement
4. Do Nothing



- Methodology and scoring noted in the approved Speed Management Guidelines (September 2021)
- Eight risk factors in the scoring:

Risk Factor	High (Score 3)	Medium (Score 2)	Low (Score 1)
Posted Speed (km/h)	40	50	60
Average Daily Traffic Volume	>10,000	5,000 – 10,000	<5,000
Number of Lanes (Both Directions)	>4	3 or 4	2
Presence of Community Facilities	School / Park (with playground)	Retirement Areas / Community Centre / Park (no playground)	None
Presence of Sidewalks	None	On one side	On both sides
Truck Volumes (as %)	>10%	5 – 10%	<5%
Pedestrians Crossing (8 hrs)	>25	10 – 25	<10
Intersections / Entrances (per km)	>10	4 – 10	<4

Scores from each of the eight factors are scored and totaled with the following actions taken:

- 1. Designate as a Community Safety Zone:** 18 or more points are awarded
- 2. Staff to confirm if a Community Safety Zone is appropriate:** 17 points are awarded and at least 3 categories are found to be high-risk
- 3. Community Safety Zone Not Warranted:** Less than 17 points awarded, or 17 points with 2 or less categories that are high-risk





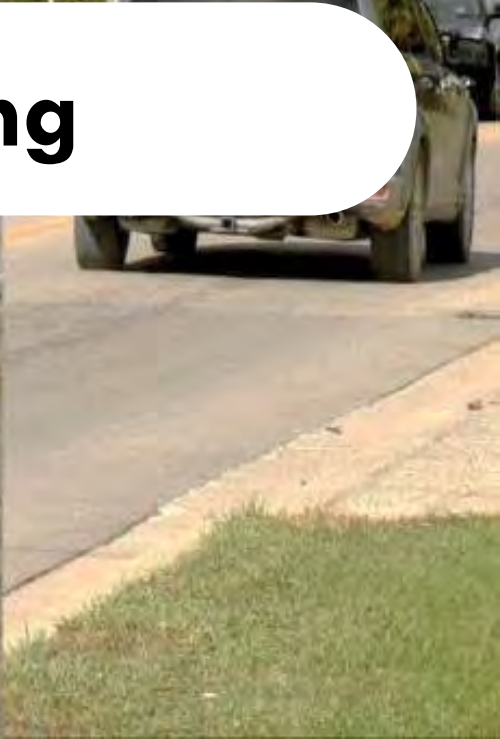
County Road corridors within 12 primary urban centres and two secondary urban centres:

- Clifford (Wellington Road 2)
- Harriston (Wellington Road 109)
- Palmerston (Wellington Roads 5, 8 and 123)
- Mount Forest (Wellington Road 6)
- Arthur (Wellington Road 14)
- Moorefield (Wellington Road 10)
- Drayton (Wellington Roads 8 and 11)
- Elora/Salem (Wellington Roads 7, 18 and 21)
- Fergus (Wellington Roads 18 and 19)
- Hillsburgh (Wellington Road 24)
- Erin (Wellington Road 124)
- Rockwood (Wellington Roads 27 and 50)
- Aberfoyle (Wellington Roads 34 and 46)
- Morriston (Wellington Road 36)

**Scoring was initially undertaken by Dillon and then reviewed, updated and confirmed by Wellington County Roads staff**

***No corridors that are currently identified as a provincial highway were assessed.***

# Community Safety Zone Scoring



Road Segment	Community	Total Score
Wellington Road 18 (Highway 6 - Orangeville Road)	Fergus	19
Wellington Road 123 (Wellington Road 8 - Wellington Road 5)	Palmerston	18
Wellington Road 11 (Andrews Drive - Wellington Road 8)	Drayton	18
Wellington Road 7 (Ross Street - First Line)	Elora & Salem	18
Wellington Road 24 (Church Street - Jane Street)	Hillsburgh	18
Wellington Road 46 (Wellington Road 34 - Gilmour Road)	Aberfoyle	18
Wellington Road 18 (Wellington Road 21 - Chapel Street)	Elora & Salem	17
Wellington Road 124 (Ross Street - Wellington Road 52)	Erin	17
Wellington Road 6 (Highway 6 - London Road)	Mount Forest	17
Wellington Road 7 (Middlebrook Road - Ross Street)	Elora & Salem	16
Wellington Road 18 (Beatty Line - Highway 6)	Fergus	16
Wellington Road 109 (Arthur Street W. - Raglan Street W.)	Harriston	16
Wellington Road 10 (Ball Avenue - Hilwood Drive)	Moorefield	16
Wellington Road 46 (Gilmour Road - Highway 401)	Aberfoyle	15
Wellington Road 11 (Wellington Road 8 - Mary Street)	Drayton	15
Wellington Road 18 (James Street - Moir Street)	Elora & Salem	15
Wellington Road 124 (Erin Park Drive - Ross Street)	Erin	15



Wellington Road 46, Aberfoyle

Road Segment	Community	Total Score
Wellington Road 19 (Gartshore Street - Anderson Street)	Fergus	15
Wellington Road 6 (Highway 89 - Highway 6)	Mount Forest	15
Wellington Road 123 (Highway 23 - Wellington Road 8)	Palmerston	15
Wellington Road 14 (Tucker Street - Domville Street)	Arthur	14
Wellington Road 2 (Minto Street S. - Highway 9)	Clifford	14
Wellington Road 18 (Moir Street - East Mill Street)	Elora & Salem	14
Wellington Road 21 (Wellington Road 18 - Wellington Road 7)	Elora & Salem	14
Wellington Road 7 (William Street - Middlebrook Road)	Elora & Salem	14
Wellington Road 19 (Highway 6 - Gartshore Street)	Fergus	14
Wellington Road 24 (Howe Street - Church Street)	Hillsburgh	14
Wellington Road 8 (Mill Lane - Toronto Street)	Palmerston	13
Wellington Road 5 (Lett Street - Wellington Road 123)	Palmerston	13
Wellington Road 34 (Bull Frog Drive - Wellington Road 46)	Aberfoyle	13
Wellington Road 8 (Drayton Industrial Drive - Wellington Road 11)	Drayton	13
Wellington Road 18 (Wellington Road 7 - James Street)	Elora & Salem	13
Wellington Road 52 (Wellington Road 124 - Ninth Line)	Erin	13
Wellington Road 109 (Raglan Street W. - Jessie Street)	Harriston	13
Wellington Road 10 (Concession Road 8 - Ball Avenue)	Moorefield	13
Wellington Road 27 (Gzowski Street - Highway 7)	Rockwood	13
Wellington Road 14 (Domville Street - Highway 6)	Arthur	13



Wellington Road 7, Elora & Salem

Road Segment	Community	Total Score
Wellington Road 5 (Wellington Road 123 - Wellington Road 8)	Palmerston	13
Wellington Road 2 (Highway 9 – Seip Lane)	Clifford	12
Wellington Road 8 (Wellington Road 11 - John Street)	Drayton	12
Wellington Road 8 (Wellington Road 123 - Mill Lane)	Palmerston	12
Wellington Road 27 (Brebeuf Path - Gzowski Street)	Rockwood	12
Wellington Road 2 (W Heritage Street - Allan Street W.)	Clifford	11
Wellington Road 36 (Ochs Drive - Ochs Street)	Morriston	11
Wellington Road 36 (Ochs Street - Highway 6)	Morriston	11
Wellington Road 50 (Sammon Drive - Highway 7)	Rockwood	11

1. Six (6) corridors scored 18 or more points and recommended for a Community Safety Zone
2. Three (3) corridors scored 17 points and featured 3 high-risk categories and recommended for Staff to review and confirm Community Safety Zone designation
3. Remaining corridors did not meet threshold



Wellington Road 123, Palmerston



## Six road segments received a score of 18 or above:

1. Fergus: Wellington Road 18 (Highway 6 - Orangeville Road)
2. Palmerston: Wellington Road 123 (Wellington Road 8 – Wellington Road 5)
3. Drayton - Wellington Road 11 (Andrews Drive - Wellington Road 8)
4. Elora & Salem - Wellington Road 7 (Ross Street - 1 Line)
5. Hillsburgh - Wellington Road 24 (Church Street - Jane Street)
6. Aberfoyle - Wellington Road 46 (Wellington Road 34 – Gilmour Road)

## Three road segments received a score of 17 and at least three criteria were scored as high-risk:

1. Elora & Salem - Wellington Road 18 (Wellington Road 21 – Chapel Street)
2. Erin - Wellington Road 124 (Ross Street – Wellington Road 52)
3. Mount Forest - Wellington Road 6 (Highway 6 – London Road)



Wellington Road 24

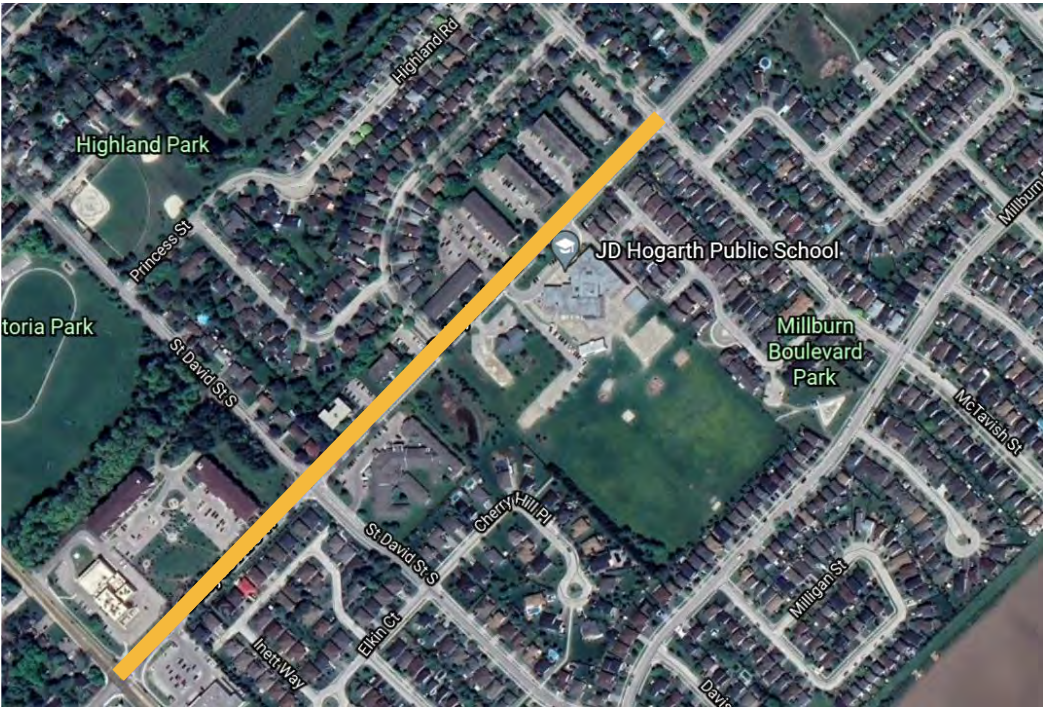
# Community Safety Zone Recommendations



## Wellington Road 18 (Highway 6 – Orangeville Road), Fergus:

**SCORE = 19**

Recommend introducing a Community Safety Zone on Wellington Road 18 between Highway 6 and McTavish Street as this road section contains all of the sensitive community amenities.

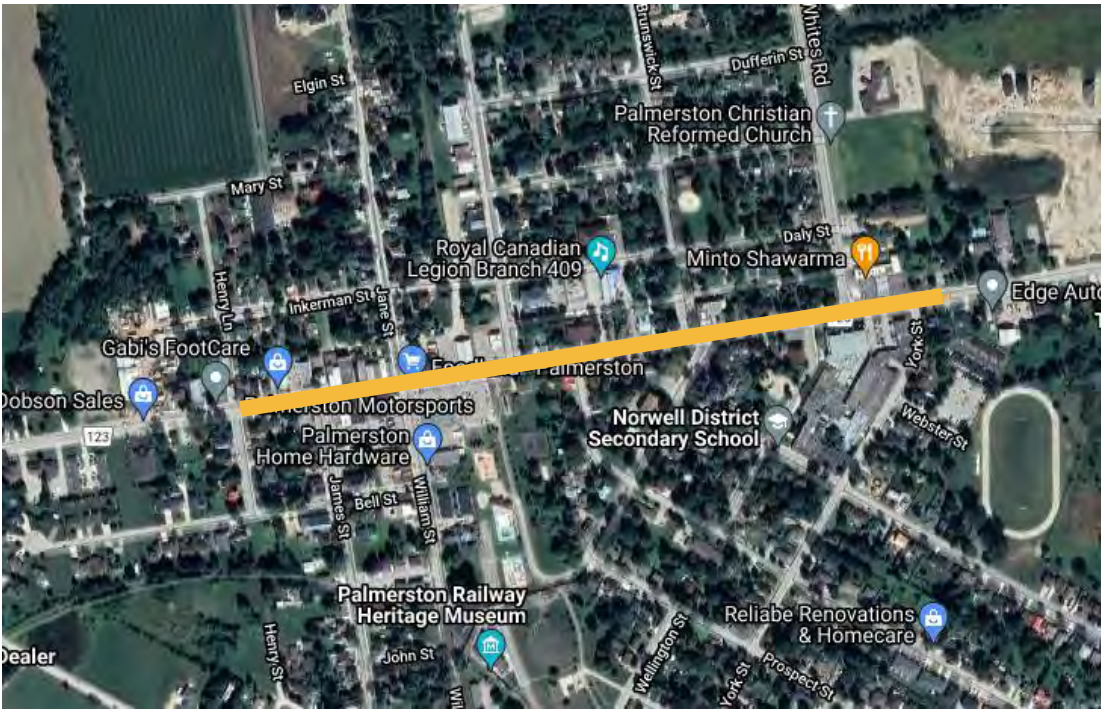




## Wellington Road 123 (Wellington Road 5 – Wellington Road 8), Palmerston:

**SCORE = 18**

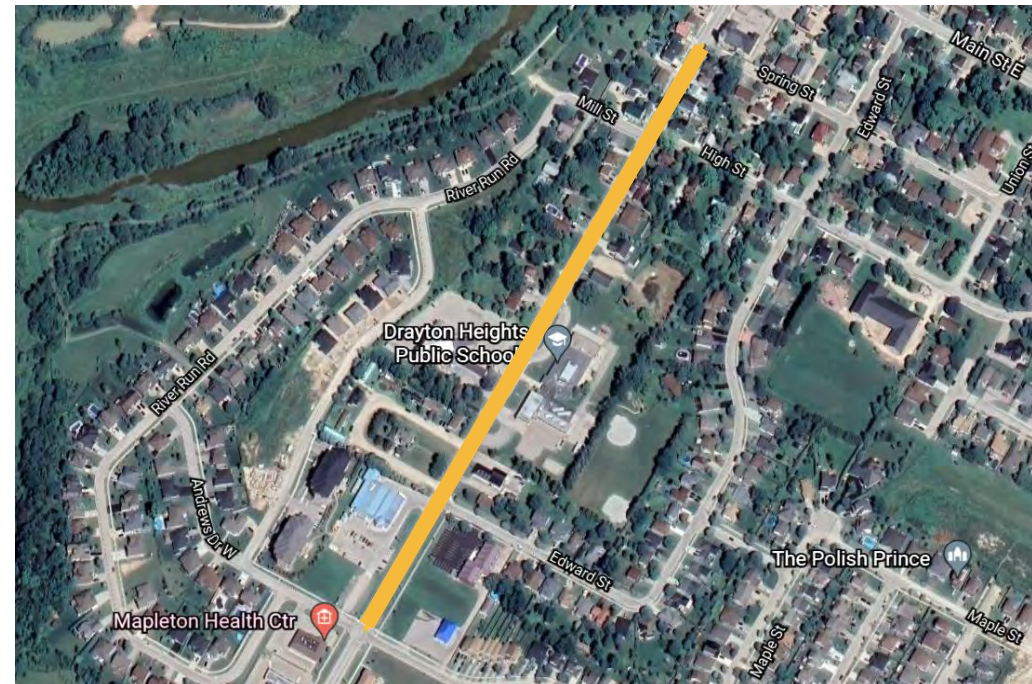
Recommend introducing a Community Safety Zone along Wellington Road 123 from Henry Street east to York Street as this section includes all the more sensitive community amenities including the downtown limits, the park and secondary school.



## Wellington Road 11 (Andrews Drive – Wellington Road 8), Drayton:

**SCORE = 18**

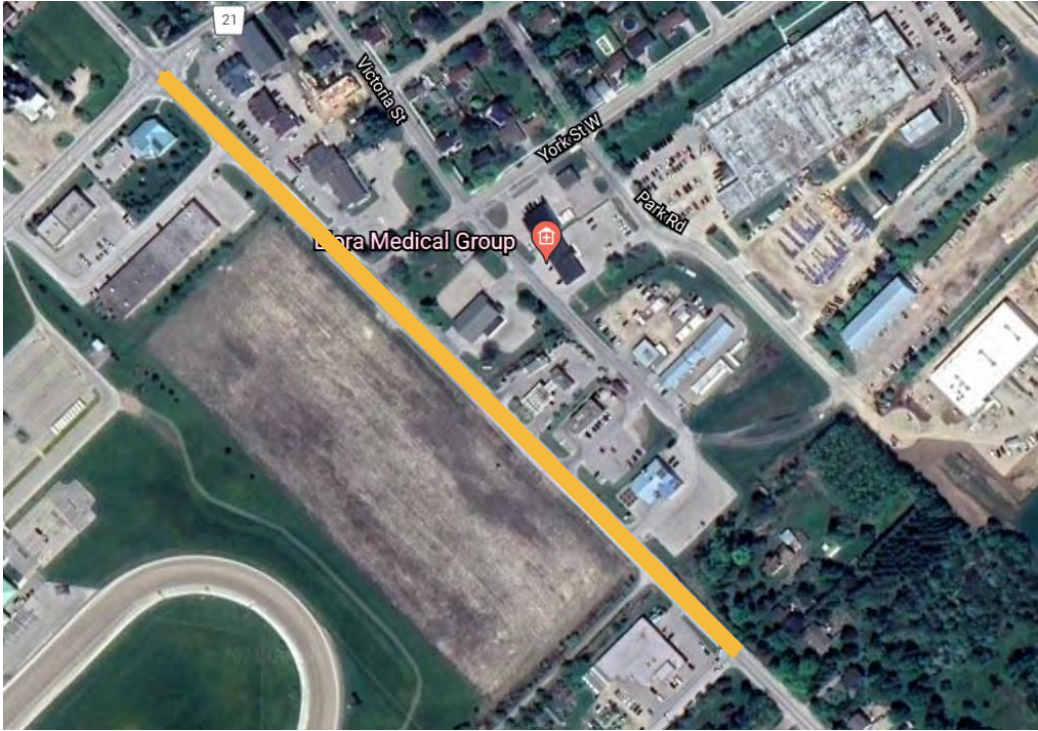
Recommend introducing a Community Safety Zone on Wellington Road 11 between Andrews Drive and Spring Street as this road section contains all of the sensitive community amenities (school and vertical grade).



## Wellington Road 7 (Ross Street to First Line), Elora & Salem:

**SCORE = 18**

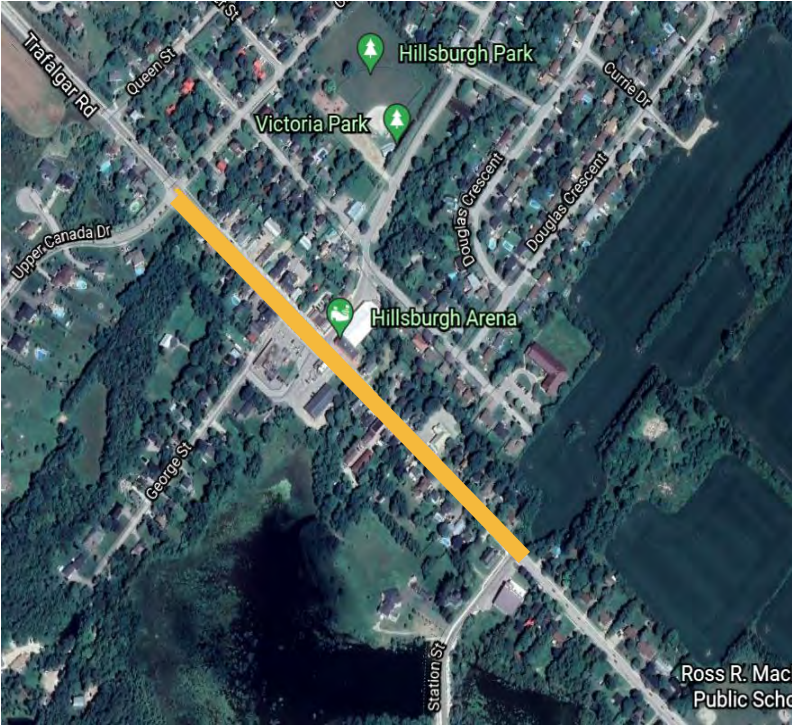
Recommend introducing a Community Safety Zone on the portion of Wellington Road 7 between Wellington Road 21 and Speers Road as this road section contains the major community amenities.



## Wellington Road 24 (Church Street to Jane Street), Hillsburgh:

**SCORE = 18**

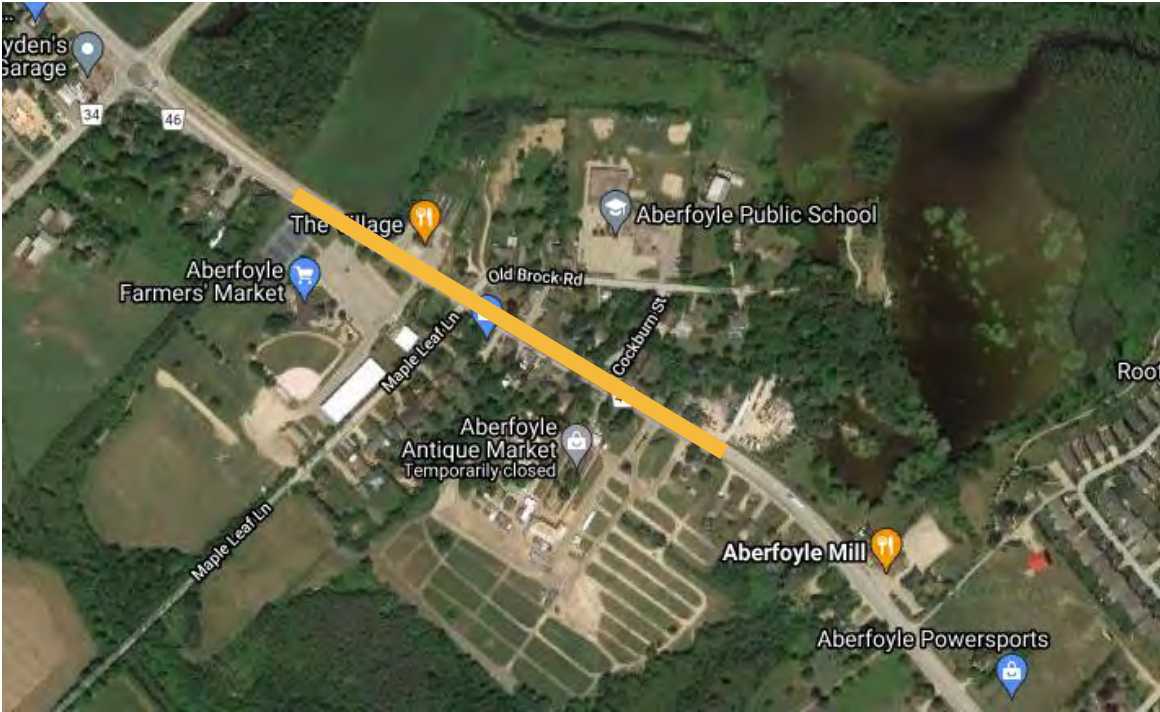
Recommend introducing a Community Safety Zone on Wellington Road 24 between Church Street and Station Street as this road section contains the majority of the community amenities and has the most pedestrian traffic. Alternative road safety measures were recommended surrounding the elementary school as part of the Speed Management Corridor Reviews.



## Wellington Road 46 (Wellington Road 34 to Gilmour Drive), Aberfoyle:

**SCORE = 18**

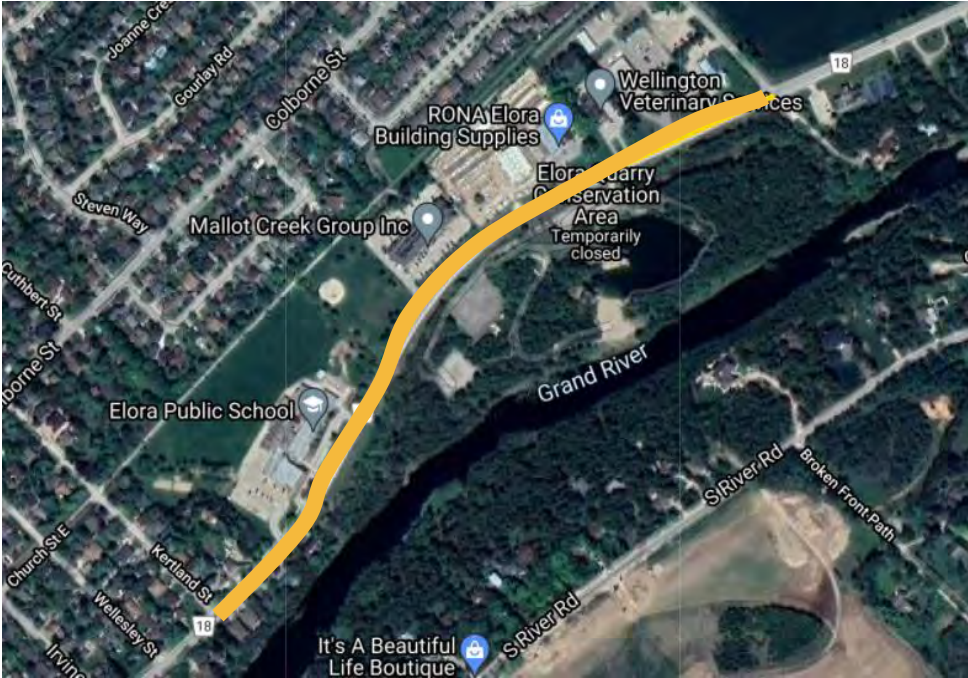
Recommend introducing a Community Safety Zone on Wellington Road 46 through Aberfoyle both north and south of Old Brock Road.



## Wellington Road 18 (Wellington Road 21 to Chapel Street), Elora & Salem:

**SCORE = 17 (3 HIGH-RISK)**

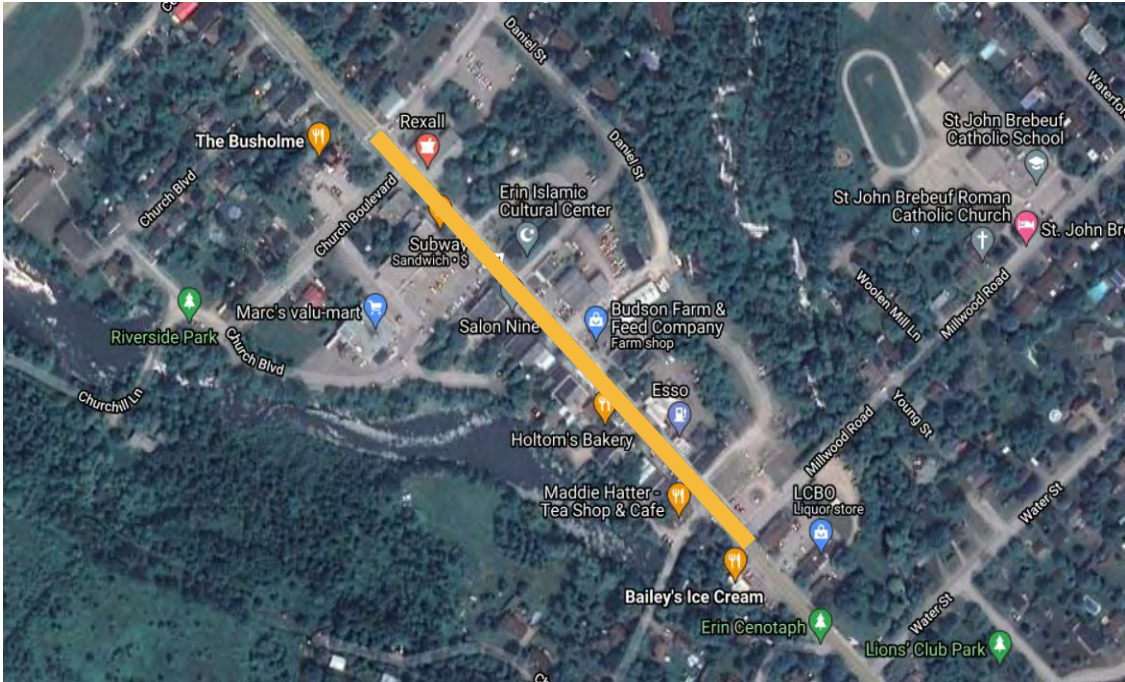
Recommend introducing a Community Safety Zone on a portion of Wellington Road 18 fronting the Elora Public School and the Elora Quarry Conservation Area. The limits of this zone are recommended to be between Chapel Street and Kertland Street.



## Wellington Road 124 (Ross Street to Wellington Road 52), Erin:

**SCORE = 17 (3 HIGH-RISK)**

Recommend introducing a Community Safety Zone on a portion of Wellington Road 124 within downtown Elora. The limits of this zone are recommended to be between East Church Street and Millwood Road.



## Wellington Road 6 (Highway 6 to London Road), Mount Forest:

**SCORE = 17 (3 HIGH-RISK)**

Recommend introducing a Community Safety Zone on a portion of Wellington Road 6 fronting Wellington Heights High School.







# Discussion





# Thank You



FOR IMMEDIATE RELEASE

## 'Our Community On Board' Co-operators supports '**On Board**' program.

Guelph, Ontario / January 31, 2022 |

"The community benefit sector provides vital supports that contribute to the health and well-being of communities and is **powered by a valuable volunteer human resource**" says Kim Cusimano, Executive Director, PIN – The People and Information Network.

"Coaching **your children's sports team, driving your** mom for cancer appointments, Meals on Wheels for your grandfather, supporting food insecurity, accessing health services and housing, engaging in faith, arts and culture and more; nonprofits and charities are **woven into our lives.**" says Cusimano

*Volunteer involvement is key to community and to meeting the mission of nonprofits and charities, including the leadership of the Board of Directors.*

The Board of Directors has key functions including ensuring that the purpose of the organization is achieved; maintain, preserve, and develop the organization through governance and **management of the organization's resources** and to develop strategic priorities that sets policy, direction and decisions.

PIN – The People and Information Network builds capacity through board training, consultation for the nonprofit sector and leads programming around board governance. With thanks to the sponsorship of Co-operators, two individuals who identify as First Nations, Métis, Inuit, visible minorities/racialized persons, new Canadians, LGBTQI2+ and persons living with disabilities will have the opportunity to participate in the 'Our Community on Board' program at no charge.

"Co-operators believes in community" says Cusimano, "investment in community and barrier free access are key to ensuring that all individuals have the ability to contribute. These contributions are vital to welcoming diverse perspectives which in turn lead to good **governance.**"

Learn more at [PINnetwork.ca](http://PINnetwork.ca)

- ENDS -

**Contact:**

Kim Cusimano

Executive Director

PIN - The People and Information Network

kim@PINnetwork.ca

55 Wyndham St. N., Suite 4A, Guelph, Ontario N1H 7T8

**PIN, The People and Information Network**

We provide connections and leadership in Guelph and Wellington County to support the development of individuals and organizations. We help people navigate essential community services, provide a hub for volunteer opportunities and engagement, and enable best practices and continuous learning for professionals in the non-profit sector. [PINnetwork.ca](http://PINnetwork.ca)

**VOLUNTEER NETWORK • COMMUNITY INFORMATION • NONPROFIT LEADERSHIP**



## 2022 Municipal and School Board Elections

Municipal and School Board Elections occur every four years in Ontario and the legislation for the conduct of an election are set out in the Municipal Elections Act.

The next regular Municipal Election to elect a Mayor, and four Ward Councillors, School Board Trustees and a County of Wellington representative is **October 24, 2022**. The new term of Council begins November 15, 2022 and ends after the municipal election in 2026.

The nomination period opens on May 1, 2022 and nominations may be filed on any day on or after May 1 at a time when the Clerk's office is open and on Friday August 19, 2022 (Nomination Day) between 9:00 a.m. and 2:00 p.m. Nomination forms must be accompanied by an Endorsement of Nomination signed by 25 individuals who are a Canadian citizen, aged 18 or older and have a qualifying address in the municipality.

To run for municipal office, you must be an eligible elector in the Township of Wellington North. An eligible elector is, if on voting day:

- A Canadian Citizen;
- At least 18 years of age at the time you file nomination papers;
- Reside in the Township, or be the owner or tenant of land in the Township, or the spouse of such owner or tenant; and
- Not prohibited from voting under any law.

### **Vote by Mail - 2022 Election**

On February 8, 2021, Council passed By-laws to authorize a vote by mail method of election and the use of tabulators to count the votes.

The vote by mail method ensures electors can participate in an environmentally friendly, accessible and convenient method of voting. Due to uncertainty around COVID in October 2022, this method of voting reduces contact.

More information related to the Municipal Election 2022 will be available closer to the opening of the Nomination period.

DATED: January 18, 2022

Karren Wallace, Returning Officer  
519-848-3620 ext 4227

# THINKING OF RUNNING FOR COUNCIL?

## JOIN US FOR THIS FREE WORKSHOP!

Thursday, April 21, 2022, 7 p.m.  
Aboyne Hall  
Wellington County Museum and  
Archives  
536 Wellington Road 18, Fergus, ON

## WHO SHOULD ATTEND?

- Potential Candidates
- Spouse or Partner
- Anyone interested in learning more about local government

**NO REGISTRATION IS REQUIRED,  
ALL ARE WELCOME.**

\*Depending on the nature of the COVID-19 pandemic, this event could be moved to a virtual event, pending public health restrictions.

## SPEAKERS:

### JOHN MASCARIN

John Mascarin is a partner with the law firm Aird & Berlis LLP. John is widely regarded as a leader in municipal, planning and local government law. He is a prolific author, editor and speaker, and is often called upon by the media to comment on current issues. His vast experience and depth of knowledge enables him to solve municipal law and governance issues, while strategically identifying impending challenges.

### LYNDA WHITE

Lynda White was born and raised in Fergus Ontario and moved to Arthur over 40 years ago. She became involved in municipal politics in 1993 when she was elected councillor for the Village of Arthur. She was a village councillor for 3 years and served as Deputy Reeve for 3 years. She was elected county councillor in the year 2000 for Ward 4 and retired in 2018. She was elected Warden in 2004 which was the County's 150th year.

## TOPICS WILL INCLUDE:

- Municipal Powers
- Roles & Responsibilities
- Public's Role in Local Government
- Difference between Governance and Administration
- Municipal Conflict of Interest and other personal responsibilities
- Impact on Family Life

HOSTED BY THE MUNICIPALITIES OF WELLINGTON COUNTY



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

**BY-LAW NUMBER 016-22**

**BEING A BY-LAW TO AMEND BY-LAW 117-21 BEING A BY-LAW  
TO ESTABLISH FEES AND CHARGES FOR VARIOUS SERVICES  
PROVIDED BY THE MUNICIPALITY**

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH ENACTS AS FOLLOWS:**

1. THAT Schedule C attached to By-law 117-21 be replaced with Schedule C attached hereto
2. **THAT** Schedule F attached to By-law 117-21 be replaced with Schedule F attached hereto
3. **THAT** this by-law shall come into force immediately on passage.

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

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**ANDREW LENNOX, MAYOR**

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**KARREN WALLACE, CLERK**

**SCHEDULE "C" CEMETERIES as amended by By-law 016-22****Effective February 8, 2022**

<b>DESCRIPTION</b>	<b>FEE</b>
<b><u>SALES</u></b>	
Single Grave 3 ½ feet x 10 feet (plot \$780) (Care and Maintenance Fund included) (40% of selling price \$520)	\$1,300.00
Single niche to accommodate two urns (Niche \$1,147.50) Care and Maintenance Fund (\$202.50)	\$1,350.00
Scattering Garden (\$84.00) Care and Maintenance Fund (\$56.00)	\$140.00
<b><u>INTERMENT/INURNMENT</u></b>	
Adult	\$900.00
Child (12 & under)	\$200.00
Cremated remains in standard plot	\$300.00
Double depth charge – extra	\$175.00
Inurnment in niche	\$200.00
Scattering garden	\$100.00
<u>Surcharges:</u>	
Saturday funerals until 12 noon & holidays - standard burial	\$365.00
Saturday funerals until 12 noon & holidays - cremated remains & scattering garden	\$240.00
Saturday funerals until 12 noon & holidays – niche	\$130.00
Burials inurnments that occur outside the hours of 9 a.m. – 3 p.m. Mon-Fri	\$125.00
<b><u>DISINTERMENT</u></b>	
Disinterment	\$900.00
<b><u>VAULT STORAGE</u></b>	
	\$185.00
<b><u>MONUMENT INSTALLATIONS</u></b>	
Staking fee	\$50.00
Monument care & maintenance fund:	
Flat marker (under 1,116.13 sq centimeters-173 sq inches)	NIL
Flat Marker (over 1,116.13 sq centimeters-173 sq inches)	\$50.00
Upright Marker (under 4 ft.)	\$200.00
Upright Marker (over 4 ft.)	\$400.00
<b><u>ADMINISTRATION</u></b>	
Transfer of Interment Rights	\$50.00
Research per hour	\$50.00



**SCHEDULE "F" as amended by By-law 016-22**  
**PLANNING**  
**Effective February 8, 2022**

DESCRIPTION	FEE	
Committee of Adjustment – Minor Variance	\$2,000.00	
Zoning Amendment	\$9,000.00	
Pre-servicing Application	\$7,000.00	
Holding Zone Removal By-law	\$1,000.00	
Any other applications pursuant to the provisions of the Planning Act i.e. Consent Agreement	\$1,000.00	
Certificate of Compliance Plan of Subdivision/Condominium, Site Plan and Development Agreements	\$130.00	
Part Lot Control	\$1,000.00	
Clearances for Severance Conditions	\$130.00	
Cash in Lieu of Parkland	\$2,000.00 per lot or part lot	
Fee for services provided by Municipal employees	\$50.00 (per hour, per employee)	
Copy of Zoning By-law	\$30.00	
	DEPOSIT (refundable)	ADMINISTRATION (not refundable)
Plan of Subdivision or Condominium New or Amendment including conditions of approvals to both Wellington North and the County of Wellington	\$15,000.00	\$10,000.00
Review of Draft Plan of Subdivision, Condominium or Official Plan Amendment	\$5,000.00	\$6,000.00
Site Plan Control Approval and Agreement <ul style="list-style-type: none"> <li>• Minor</li> </ul>	\$3,500.00	\$2,000.00
Site Plan Control Approval and Agreement <ul style="list-style-type: none"> <li>• Complex</li> </ul>	\$6,000.00	\$3,000.00
Site Plan Control Amendments	\$700.00	\$300.00
Lot Grading/surface Works Security Deposit	\$1,900.00	\$100.00
Development Agreement	\$5,000.00	\$2,000.00

### **DEPOSITS**

- Deposits less the disbursement fees and third party fees will be refunded.
- Disbursements may include but are not limited to: postage, laminating, registration of documents and photocopying, faxing, etc.
- Third Party fees including, but are not limited to, planners, engineers, solicitors, township staff technical review, advertising of notices and similar costs.
- Every applicant for a planning matter referred to in Schedule "F" hereof shall make an application on forms provided by the Municipality and in addition shall sign a deposit agreement in the prescribed form and pay any applicable deposit to the Municipality.

The Clerk/Deputy Clerk and/or Treasurer/Deputy Treasurer are hereby authorized to execute the deposit agreement on behalf of the Township.

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

**BY-LAW NUMBER 017-22**

**BEING A BY-LAW TO AUTHORIZE THE SALE OF REAL  
PROPERTY BEING CLYDE ST BEING PART 1 ON 61R-22139 PL  
MOUNT FOREST; WELLINGTON NORTH  
PIN: 71075-0014 (LT)**

**WHEREAS** it is deemed to be in the best interests of The Corporation of the Township of Wellington North to convey the following lands:

CLYDE ST BEING PART 1 ON 61R-22139 PL MOUNT FOREST MOUNT  
FOREST; WELLINGTON NORTH  
PIN: 71075-0014 (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 Nicholas Awbury Weerheim 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 7TH DAY OF FEBRUARY, 2022.**

\_\_\_\_\_  
**ANDREW LENNOX, MAYOR**

\_\_\_\_\_  
**KARREN WALLACE, CLERK**

**AGREEMENT OF PURCHASE AND SALE (the "Agreement" or "APS")**  
**this \_\_\_\_\_ day of January, 2022.**

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

(the "Vendor")

-and-

NICHOLAS AWBURY WEERHEIM

(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 Fourteen Thousand Nine Hundred Fifty-Two Dollars and Eight Cents (\$14,952.08) 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 31, 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. 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**

11. 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.

12. 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**

13. 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.
- (b) The Purchaser agrees, at its cost, to register an Application to Consolidate Parcels the Property with the Purchaser's adjacent property within 30 days of the completion of this transaction. The description of the Purchaser's property is described in Schedule "B". Schedule "B" also describes the resultant property after consolidation, subject to approval of the Land Office Registrar.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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;
    - (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**

22. Entire Agreement

- (a) There is no representation, warranty, collateral agreement or condition affecting this Agreement of the Property other than expressed herein.

23. 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.

24. Time of Essence

- (a) Time shall be of the essence of this Agreement.

25. 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.

26. 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:**

McElderry & Morris  
ATTENTION: Patrick G. Morris  
84 Woolwich St.  
Guelph ON N1H 3T9  
Phone: (519) 822-8150  
Fax: (519) 822-1921  
Email: pgmorris@mcelanderrymorris.com

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.

27. 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.

28. Schedules

- (a) The following Schedules shall form an integral part of this Agreement:
- (i) Schedule "A" Description of Property; and,
  - (ii) Schedule "B" Consolidation of Parcels.

29. 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.



30. 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.

31. 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.

**IN WITNESS WHEREOF** the parties have executed this Agreement.

**The Corporation of the Township of  
Wellington North**

---

Andrew Lennox  
Mayor

---

Karren Wallace  
Clerk

We have authority to bind The Corporation of  
the Township of Wellington North.

---

Witness  
Name:

---

**NICHOLAS AWBURY WEERHEIM**

**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 comprised of:

PART OF:

CLYDE ST PL MOUNT FOREST MOUNT FOREST; WELLINGTON NORTH

PIN: 71075-0014 (LT)

BEING:

PART 1, 61R22139

**SCHEDULE "B"**  
**CONSOLIDATION OF PARCELS**

Description of Purchaser's Property:

PT PKLT 2 N OF CLYDE ST OR S OF QUEEN ST PL MOUNT FOREST MOUNT FOREST; PT PKLT 3 N OF CLYDE ST OR S OF QUEEN ST PL MOUNT FOREST MOUNT FOREST PT 1 60R2002 & PT 1 60R2083; WELLINGTON NORTH

PIN: 71075-0070 (LT)

Description of Consolidated Property after Transfer:

PT PKLT 2 AND PT PKLT 3, N OF CLYDE ST OR S OF QUEEN ST, PL MOUNT FOREST, MOUNT FOREST; PT 1 60R2002, PT 1 60R2083, AND PT 1 61R22139; WELLINGTON NORTH

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

**BY-LAW NUMBER 018-22**

**BEING A BY-LAW TO AUTHORIZE THE SALE OF REAL  
PROPERTY BEING CLYDE ST BEING PART 2 ON 61R-22139 PL  
MOUNT FOREST; WELLINGTON NORTH  
PIN: 71075-0014 (LT)**

**WHEREAS** it is deemed to be in the best interests of The Corporation of the Township of Wellington North to convey the following lands:

CLYDE ST BEING PART 2 ON 61R-22139 PL MOUNT FOREST MOUNT  
FOREST; WELLINGTON NORTH  
PIN: 71075-0014 (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 William Hare and Betty Hare 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 7TH DAY OF FEBRUARY, 2022.**

---

**ANDREW LENNOX, MAYOR**

---

**KARREN WALLACE, CLERK**

**AGREEMENT OF PURCHASE AND SALE (the "Agreement" or "APS")**  
**this \_\_\_\_\_ day of January, 2022.**

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

(the "Vendor")

-and-

WILLIAM HARE AND BETTY HARE

(the "Purchasers")

**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 Purchasers 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 Purchasers shall pay a total Purchase Price of Five Thousand Forty-seven Dollars and Ninety-two Cents (\$5,047.92) to the Vendor. The Purchase Price shall be paid as follows:
  - (a) One Thousand Dollars (\$1,000) is payable by the Purchasers 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 Purchasers, the deposit shall be returned to the Purchasers; 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 Purchasers subject to the terms of this Agreement.
4. Completion Date
  - (a) The closing of this transaction shall be August 1, 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 Purchasers 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 Purchasers within thirty (30) days of the execution of the APS any documents, reports or information in its possession in respect to the Property. The Purchasers 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 Purchasers 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 Purchasers' proposed use of the Property. The Purchasers 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 Purchasers 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 Purchasers 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 Purchasers without interest or deduction. If the Vendor is notified that the condition of the Property is not satisfactory, then the Purchasers 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 Purchasers, at the Purchasers' sole expense. If the Purchasers 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 Purchasers.
8. Investigation by the Purchasers
  - (a) The Purchasers 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 Purchasers and the Vendor. It shall be the Purchasers' 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 Purchasers 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 Purchasers 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 Purchasers is or will be lawful except as may be specifically stipulated elsewhere in this Agreement.

10. Property Not for Resale
- (a) The Purchasers covenants that it is purchasing the Property for the construction of a building and not for resale purposes.

**SECTION IV  
PRIOR TO COMPLETION DATE**

11. Purchasers May Inspect the Property
- (a) The Purchasers, 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.
12. 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 Purchasers 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**

13. Deed
- (a) The Deed or Transfer of the Property will be prepared at the expense of the Purchasers in a form acceptable to the solicitors for the Purchasers and the Purchasers will pay all Land Transfer Tax, Harmonized Sales Tax, surveying and other costs in connection with the registration of it.
- (b) The Purchaser agrees, at its cost, to register an Application to Consolidate Parcels the Property with the Purchaser's adjacent property within 30 days of the completion of this transaction. The description of the Purchaser's property is described in Schedule "B". Schedule "B" also describes the resultant property after consolidation, subject to approval of the Land Office Registrar.
14. 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.
15. 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.

16. Letters and Reports from Officials of the Vendor

- (a) On or before the requisition date, the Vendor agrees to provide to the Purchasers, 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.

17. 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 Purchasers.
- (b) The Purchasers 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 Purchasers 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 Purchasers will not waive, then this APS shall, notwithstanding any intermediate acts or negotiations, be terminated and the deposit shall be returned to the Purchasers without deduction and the Vendor and the Purchasers shall not be liable for any costs, damages, compensation or expenses.

18. 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 Purchasers. 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.

19. Adjustments

- (a) The Vendor agrees that all security deposits, if any, held by the Vendor including interest thereon shall be credited to the Purchasers 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 Purchasers.

20. Deliveries by the Vendor To The Purchasers on Closing

- (a) The Vendor covenants and agrees to deliver to the Purchasers on the Completion Date, all such deliveries to be a condition of the Purchasers' 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 Purchasers;
  - (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 Purchasers may reasonably require to complete the transaction contemplated by the APS.

21. 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;
    - (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**

22. Entire Agreement

- (a) There is no representation, warranty, collateral agreement or condition affecting this Agreement of the Property other than expressed herein.

23. 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.

24. Time of Essence

- (a) Time shall be of the essence of this Agreement.

25. 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.

26. 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 Purchasers:**

Deverell And Lemaich LLP  
ATTENTION: J. Brady Cunningham  
166 Main St. S.  
Mount Forest, ON N0G 2L0  
Phone: (519) 323-1600  
Fax: (519) 323-3877  
Email: cunningham@northwellington-law.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.

27. Successors and Assigns

- (a) The Purchasers 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 Purchasers may elect, and the Vendor agrees to complete the transaction contemplated by this APS on the Completion Date with such assignee or nominee. The Purchasers 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.

28. Schedules

- (a) The following Schedules shall form an integral part of this Agreement:
- (i) Schedule "A" Description of Property; and,
  - (ii) Schedule "B" Consolidation of Parcels.

29. Acceptance by Fax or Email

- (a) The Purchasers 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.

30. 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.

31. 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.

**IN WITNESS WHEREOF** the parties have executed this Agreement.

**The Corporation of the Township of  
Wellington North**

---

Andrew Lennox  
Mayor

---

Karren Wallace  
Clerk

We have authority to bind The Corporation of  
the Township of Wellington North.

---

Witness  
Name:

---

**WILLIAM HARE**

---

Witness  
Name:

---

**BETTY HARE**

**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 comprised of:

PART OF:

CLYDE ST PL MOUNT FOREST MOUNT FOREST; WELLINGTON NORTH

PIN: 71075-0014 (LT)

BEING:

PART 2, 61R22139

**SCHEDULE "B"**  
**CONSOLIDATION OF PARCELS**

Description of Purchaser's Property:

PT PKLT 1 N OF CLYDE ST OR S OF QUEEN ST PL MOUNT FOREST AS IN RON75158  
SAVE & EXCEPT PT 8, 61R11399;; TOWNSHIP OF WELLINGTON NORTH

PIN: 71075-0327 (LT)

Description of Consolidated Property after Transfer:

PT PKLT 1 N OF CLYDE ST OR S OF QUEEN ST PL MOUNT FOREST AS IN RON75158  
SAVE & EXCEPT PT 8, 61R11399, AND PT 2 61R22139; TOWNSHIP OF WELLINGTON  
NORTH

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

**BY-LAW NUMBER 019-22**

**BEING A BY-LAW TO AUTHORIZE THE SALE OF REAL  
PROPERTY BEING CLYDE ST BEING PART 3 ON 61R-22139 PL  
MOUNT FOREST; WELLINGTON NORTH  
PIN: 71075-0014 (LT)**

**WHEREAS** it is deemed to be in the best interests of The Corporation of the Township of Wellington North to convey the following lands:

CLYDE ST BEING PART 3 ON 61R-22139 PL MOUNT FOREST MOUNT  
FOREST; WELLINGTON NORTH  
PIN: 71075-0014 (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 Clifford Martin Young and Jo-Anne Marie Young 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 7TH DAY OF FEBRUARY, 2022.**

---

**ANDREW LENNOX, MAYOR**

---

**KARREN WALLACE, CLERK**

**AGREEMENT OF PURCHASE AND SALE (the "Agreement" or "APS")**  
**this \_\_\_\_\_ day of January, 2022.**

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

(the "Vendor")

-and-

CLIFFORD MARTIN YOUNG AND JO-ANNE MARIE YOUNG

(the "Purchasers")

**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 Purchasers 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 Purchasers shall pay a total Purchase Price of Six Thousand Four Hundred Fifty-three Dollars and Sixty-eight Cents (\$6,453.68) to the Vendor. The Purchase Price shall be paid as follows:
  - (a) One Thousand Dollars (\$1,000) is payable by the Purchasers 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 Purchasers, the deposit shall be returned to the Purchasers; 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 Purchasers subject to the terms of this Agreement.
4. Completion Date
  - (a) The closing of this transaction shall be March 31, 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 Purchasers 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 Purchasers within thirty (30) days of the execution of the APS any documents, reports or information in its possession in respect to the Property. The Purchasers 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 Purchasers 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 Purchasers’ proposed use of the Property. The Purchasers 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 Purchasers 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 Purchasers 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 Purchasers without interest or deduction. If the Vendor is notified that the condition of the Property is not satisfactory, then the Purchasers 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 Purchasers, at the Purchasers’ sole expense. If the Purchasers 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 Purchasers.
8. Investigation by the Purchasers
  - (a) The Purchasers 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 Purchasers and the Vendor. It shall be the Purchasers’ 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 Purchasers 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. 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**

11. 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.

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- (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**

13. 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.
- (b) The Purchaser agrees, at its cost, to register an Application to Consolidate Parcels the Property with the Purchaser's adjacent property within 30 days of the completion of this transaction. The description of the Purchaser's property is described in Schedule "B". Schedule "B" also describes the resultant property of the consideration, subject to approval of the Land Office Registrar.

14. 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.

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- (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.

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- (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.

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- (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.

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- (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.

20. Deliveries by the Vendor To The Purchaser on Closing

- (a) The Vendor covenants and agrees to deliver to the Purchasers on the Completion Date, all such deliveries to be a condition of the Purchasers' 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 Purchasers;
  - (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 Purchasers may reasonably require to complete the transaction contemplated by the APS.

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  - (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;
    - (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**

22. Entire Agreement

- (a) There is no representation, warranty, collateral agreement or condition affecting this Agreement of the Property other than expressed herein.

23. 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.

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- (a) Time shall be of the essence of this Agreement.

25. 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.

26. 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 Purchasers:**

Deverell And Lemaich LLP  
ATTENTION: J. Brady Cunningham  
166 Main St. S.  
Mount Forest, ON N0G 2L0  
Phone: (519) 323-1600  
Fax: (519) 323-3877  
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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.

27. Successors and Assigns

- (a) The Purchasers 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 Purchasers may elect, and the Vendor agrees to complete the transaction contemplated by this APS on the Completion Date with such assignee or nominee. The Purchasers 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.

28. Schedules

- (a) The following Schedules shall form an integral part of this Agreement:
- (i) Schedule "A" Description of Property; and,
  - (ii) Schedule "B" Consolidation of Parcels.

29. Acceptance by Fax or Email

- (a) The Purchasers 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.

30. 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.

31. 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.

**IN WITNESS WHEREOF** the parties have executed this Agreement.

**The Corporation of the Township of  
Wellington North**

---

Andrew Lennox  
Mayor

---

Karren Wallace  
Clerk

We have authority to bind The Corporation of  
the Township of Wellington North.

---

Witness  
Name:

---

**CLIFFORD MARTIN YOUNG**

---

Witness  
Name:

---

**JO-ANNE MARIE YOUNG**

**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 comprised of:

PART OF:

CLYDE ST PL MOUNT FOREST MOUNT FOREST; WELLINGTON NORTH

PIN: 71075-0014 (LT)

BEING:

PART 3, 61R22139

**SCHEDULE "B"**  
**CONSOLIDATION OF PARCELS**

Description of Purchaser's Property:

PKLT 3 S OF CLYDE ST PL MOUNT FOREST MOUNT FOREST PT 1 60R2135;  
WELLINGTON NORTH

PIN: 71075-0077 (LT)

Description of Consolidated Property after Transfer:

PKLT 3 S OF CLYDE ST PL MOUNT FOREST MOUNT FOREST PT 1 60R2135, AND PT  
3 6R122139; WELLINGTON NORTH

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

**BY-LAW NUMBER 020-22**

**BEING A BY-LAW TO AUTHORIZE THE SALE OF REAL  
PROPERTY BEING CLYDE ST BEING PART 4 ON 61R-22139 PL  
MOUNT FOREST; WELLINGTON NORTH  
PIN: 71075-0014 (LT)**

**WHEREAS** it is deemed to be in the best interests of The Corporation of the Township of Wellington North to convey the following lands:

CLYDE ST BEING PART 4 ON 61R-22139 PL MOUNT FOREST MOUNT  
FOREST; WELLINGTON NORTH  
PIN: 71075-0014 (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 1648308 Ontario Limited 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 7TH DAY OF FEBRUARY, 2022.**

\_\_\_\_\_  
**ANDREW LENNOX, MAYOR**

\_\_\_\_\_  
**KARREN WALLACE, CLERK**



**AGREEMENT OF PURCHASE AND SALE (the "Agreement" or "APS")**  
**this \_\_\_\_\_ day of January, 2022.**

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

(the "Vendor")

-and-

1648308 ONTARIO LIMITED

(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 Thirteen Thousand Five Hundred Forty-six Dollars and Thirty-three Cents (\$13,546.33) 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 31, 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. 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**

11. 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.

12. 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**

13. 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.
- (b) The Purchaser agrees, at its cost, to register an Application to Consolidate Parcels the Property with the Purchaser's adjacent property within 30 days of the completion of this transaction. The description of the Purchaser's property is described in Schedule "B". Schedule "B" also describes the resultant property of the consideration, subject to approval of the Land Office Registrar.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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;
    - (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**

22. Entire Agreement

- (a) There is no representation, warranty, collateral agreement or condition affecting this Agreement of the Property other than expressed herein.

23. 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.

24. Time of Essence

- (a) Time shall be of the essence of this Agreement.

25. 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.

26. 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:**

Deverell And Lemaich LLP  
ATTENTION: J. Brady Cunningham  
166 Main St. S.  
Mount Forest, ON N0G 2L0  
Phone: (519) 323-1600  
Fax: (519) 323-3877  
Email: cunningham@northwellington-law.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.

27. 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.

28. Schedules

- (a) The following Schedules shall form an integral part of this Agreement:
- (i) Schedule "A" Description of Property; and,
  - (ii) Schedule "B" Consolidation of Parcels.

29. 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.

30. 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.

31. 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.

**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: Martin Young  
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 comprised of:

PART OF:

CLYDE ST PL MOUNT FOREST MOUNT FOREST; WELLINGTON NORTH

PIN: 71075-0014 (LT)

BEING:

PART 4, 61R22139



**SCHEDULE "B"**  
**CONSOLIDATION OF PARCELS**

Description of Purchaser's Property:

PART OF PARK LOTS 1, 2 AND 3 SOUTH OF CLYDE STREET PLAN FOR MOUNT FOREST MOUNT FOREST, PART 1 61R21657; PART OF PARK LOT 1 SOUTH OF CLYDE STREET PLAN FOR MOUNT FOREST MOUNT FOREST, PARTS 8 & 9, 61R21657; TOWNSHIP OF WELLINGTON NORTH

PIN: 71075-0332 (LT)

Description of Consolidated Property after Transfer:

PART OF PARK LOTS 1, 2 AND 3 SOUTH OF CLYDE STREET PLAN MOUNT FOREST, MOUNT FOREST, PARTS 1, 8 & 9, 61R21657 AND PART 4, 61R22139; TOWNSHIP OF WELLINGTON NORTH

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

**BY-LAW NUMBER 021-22**

**BEING A BY-LAW TO AMEND BY-LAW 018-19 BEING A BY-LAW TO ESTABLISH A CODE OF CONDUCT FOR MEMBERS OF COUNCIL, LOCAL BOARD, COMMITTEE AND ADVISORY COMMITTEE MEMBERS OF THE TOWNSHIP OF WELLINGTON NORTH.**

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH ENACTS AS FOLLOWS:**

1. That Section 9, Enforcement be amended  
FROM

The Integrity Commissioner as appointed by By-law shall investigate the application of the Council, Local Board, Committee and Advisory Committee Member Code of Conduct Policy on written complaint directed to the Director of Legislative Services/Clerk. The Director of Legislative Services/Clerk shall make a determination as to whether the matter falls under the jurisdiction of the Integrity Commissioner before forwarding a complaint. The Complaint process is set out as Schedule B to this policy.

TO:

Complaints must be made in writing and signed by an identifiable individual. The identity of the complainant will be protected. Complaints shall be submitted directly to the Integrity Commissioner at:

Guy Giorno, Fasken Martineau

Tel: 416-865-5164 or (toll-free) 877-609-5685

Email: [integritycommissioner@fasken.com](mailto:integritycommissioner@fasken.com)

2. **AND THAT** Schedule B be removed
3. **AND THAT** this by-law shall come into force immediately on passage.

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

---

**ANDREW LENNOX, MAYOR**

---

**KARREN WALLACE, CLERK**

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

**BY-LAW NUMBER 022-22**

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF A  
PRESERVICING DEVELOPMENT AGREEMENT BETWEEN THE  
CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH AND  
CACHET DEVELOPMENTS (ARTHUR) INC.**

**WHEREAS** it is deemed necessary to enter into a Pre-servicing Development Agreement with Cachet Developments (Arthur) Inc.

**NOW THEREFORE** the Council of The Corporation of the Township of Wellington North ("Wellington North") enacts as follows:

1. An agreement with Cachet Developments (Arthur) Inc. in the form or substantially the same form as advised by the municipal solicitor of the draft agreement attached hereto as Appendix "A" which provides for the installation of certain municipal services Township lands is hereby ratified and confirmed.
2. The Mayor and the Clerk are authorized and directed to sign the agreement on behalf of the Corporation.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
THIS 7<sup>TH</sup> DAY OF FEBRUARY, 2022.**

\_\_\_\_\_  
**ANDREW LENNOX, MAYOR**

\_\_\_\_\_  
**KARREN WALLACE, CLERK**

## **SUBDIVISION PRE-SERVICING AGREEMENT**

**THIS AGREEMENT made this 7<sup>th</sup> day of February, 2022.**

**B E T W E E N:**

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

(the “Township”)

- and -

**CACHET DEVELOPMENTS (ARTHUR) INC.**

(the “Owner”)

**WHEREAS:**

- A. The Developer is the owner of the lands described in Schedule “A” (the “Owner’s Lands”);
- B. The Owner warrants that the Lands are free and clear of liens, charges and encumbrances;
- C. The Owner proposes to service the Lands, prior to entering into a final subdivision agreement, by constructing a water system, a sanitary sewer system, a storm sewer system and storm water management facilities, road allowances, roadways, curbs and gutters, street lights and necessary grading;
- D. The Owner shall be required to enter into a final subdivision agreement with the Township as a condition of final approval of the Draft Plan;
- E. The Township is the owner of the streets from which the Owner’s Lands are to be serviced and as described in Schedule “B” (the “Township Lands”);
- F. The County of Wellington Planning and Land Division Committee has approved Draft Plan of Subdivision application 23T-20202 pursuant to the County of Wellington Notice of Draft Approval dated July 29, 2021 (the “Development Lands”) subject to the conditions of approval as attached at Schedule “C” (the “Conditions of Approval”);
- G. The Conditions of Approval requires the Owner to enter into agreements with the Township for the provision of municipal services and the development of the Development Lands (this “Agreement”);
- H. The Owner wishes to commence installation of certain works within the proposed plan of subdivision prior to the execution of the subdivision agreement, such works as described in Schedule “D” (the “Works”); and,
- I. The Township is prepared to permit the Owner to commence installation of the Works as requested, in accordance with the following terms and conditions.

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

1. **Permission**

The Township hereby grants permission for the Owner to commence installation of the Works on or in the Owner's Lands, within the proposed plan of subdivision prior to the execution of the subdivision agreement. The Developer or their Consulting Engineer will provide written notice to the Township of their intent to commence Work 72 hours prior to commencing such Work.

2. **Acknowledgment of Owner**

The Owner acknowledges that:

- a. by proceeding with the Works as described in Schedule 'D' in advance of final draft plan approval and prior to the execution of the subdivision agreement, will be completed solely at Owner's own risk and peril;
- b. the Township will assume no responsibility for any work that has commenced;
- c. nothing contained within the pre-servicing agreement shall constitute a planning approval pertaining to the property and that all documents are without prejudice to the public planning process and staff approval process;
- d. pre-servicing agreement will not permit any connections to any existing Township's storm sewer or water services. In addition, the Owner shall acknowledge that there will be no installations of any storm or watermain services within the Township's right-of-ways;
- e. proceeding with the Works in advance of execution of the subdivision agreement, is not based upon any representation from the Township as to when any remaining site servicing for the development may be provided;
- f. by granting this permission, the Township makes no representation that the Owner is not required to comply fully with all applicable conditions of approval of the plan of subdivision, prior to receipt of final approval and tender for registration of the plan of subdivision; and,
- g. by granting this permission, the Township makes no representation that the Township is not able to impose further conditions of subdivision prior to final approval.

3. **Compliance with By-laws, Rules and Regulations**

The Owner agrees to comply with all federal, provincial and municipal laws, rules, regulations and by-laws.

4. **Hours of Installation**

The Owner agrees to limit the hours of installation of the Works within the proposed plan of subdivision Monday to Friday from 7:00 a.m. to 6:00 p.m. or such other hours as set by the Township.

5. **Right of Entry**

The Owner agrees to allow the Township, its employees, servants and agents, to enter the Owner's Land within the proposed plan of subdivision at all reasonable times and for all

reasonable purposes, including and without limiting the generality of the foregoing; for all necessary inspections, to correct any deficiencies and to eliminate any nuisances arising from or relating to the installation of the Works.

The Owner shall forthwith, upon demand, pay the Township for all costs incurred by the Township in undertaking any of the aforesaid actions.

**6. Indemnification**

The Owner shall and does hereby indemnify and save harmless the Township and its servants, agents and employees from all damages, actions, causes of actions, suits, claims and demands whatsoever which may arise directly or indirectly by reason of the installation of the Works within the proposed plan of subdivision by the Owner, including, without limitation, damages to existing municipal infrastructure, and the costs to rectify deficiencies and eliminate any nuisances (including the clean-up of existing roads).

**7. Withdrawal of Permission**

a. The Township may withdraw its permission for the installation of the Works, at any time, if the Township, in its sole opinion, deems it to be in the best interests of the Township. Upon such withdrawal, the Owner shall forthwith cease further work with respect to the Works on or in the Owner's Land within the plan of subdivision.

b. When, pursuant to section 7 above, the Township withdrawn its permission, the Owner agrees that it shall have no claim whatsoever against the Township with respect to this Agreement, the permission granted or any installation of the Works performed prior to withdrawal of the permission.

**8. Revocation of Grant**

In any event, this grant of permission shall be automatically revoked upon registration of the plan of subdivision on title to the Lands.

**9. Construction of the Works**

a. The Owner covenants and agrees to construct the Works including the installation of water service, sanitary sewer, storm sewer, hard surface roadway treatment, curbs, gutter, sidewalk and other municipal services pursuant to the plans described in Schedule "D" (the "Works"), in accordance with the engineer's drawings and to the standard and satisfaction of the Township. The Owner covenants and agrees to submit the tender package for the Works including drawings and specifications to the Township for its approval prior to release of the tender package.

- b. The Owner may construct the sanitary structures to the main on Preston Street as described in Schedule “D” and sanitary sewers connections to the new sanitary structures on Preston Street that service the Owner’s Lands, provided that a watertight plug be installed in the inlet of the structure on Preston Street to provide a barrier between the existing municipal system and Owner’s sewer. An additional watertight plug to be installed in the outlet of the first upstream sanitary structure in the Owner’s Lands. All plugs will be in place until occupancy of the first upstream lot is granted. These plugs will be reviewed on a minimum weekly schedule and documented by the Owner’s Engineer.
  - c. The Owner to provide the Township with a cost estimate for the costs of works as detailed in Schedule “E” (the “Estimated Costs of the Works”). The Owner shall pay 100% of the Estimated Costs of Works as detailed in Schedule “E” and agrees to pay for the entire actual costs even if such costs are greater than the estimate in Schedule E.
  - d. The Owner to hold a pre-construction meeting with the Developer’s General Contractor, the Developer’s Engineer, the Township and the Township’s Engineer prior to the commencement of the Works. The Owner or Developer’s Engineer to provide pre-construction meeting minutes.
  - e. The Owner will proceed with the installation of the Works only in accordance with the approved engineering drawings.
10. **Siltation and Erosion Control**
- The Owner agrees to complete the Works as required by the Agencies where they relate to pre-servicing and construction activities, and to provide and maintain all siltation and erosion control facilities during and after construction to the satisfaction of the Township, the Conservation Authority and the Ministry of Natural Resources and Forestry.
11. **Stormwater Flows and Sediment Wash-Off**
- The Owner covenants and agrees to take any and all necessary steps, to the satisfaction of the Township, to ensure that stormwater flows and sediment wash-off is controlled to the extent that downstream lands are protected from nuisance and/or damage.
12. **Movement of Fill**
- The Developer covenants and agrees that it shall not dump nor permit to be dumped any fill or debris on, nor shall it remove or permit to be removed any fill, topsoil, trees or shrubs from any public lands, other than roads, without the written consent of the Township Engineer. The Developer further agrees that no topsoil shall be removed from the lots and/or blocks except for construction purposes within the development and then such topsoil shall be stockpiled during grading operations and as each building is completed the topsoil so stockpiled shall be replaced on the ground around each building to comply with the Township standards, and the replacing of such topsoil shall include all surfaces not covered by buildings, driveways or pavement within the development. Excess topsoil may be removed from the site with the approval of the Township Director of Operations.

13. **Testing**

The Township Engineer may have any qualitative or quantitative tests made of any materials which have been or are proposed to be used in the construction of any of the Works required by this Agreement, or may require video recording or soil tests to be carried out, and the cost of such tests shall be paid by the Developer within ten (10) days of the account being rendered by the Township. Nothing herein shall relieve the Developer of its responsibility to carry out any tests required by good engineering practice. Close circuit television inspection of all sewers will be required as per municipal servicing standards.

14. **Locates**

The Owner covenants and agrees to locate any utilities to the satisfaction of the Township.

15. **Signage**

The Owner agrees to construct, at its expense, signs at each access point to the Lands stating that the property is "PRIVATE PROPERTY" and "NO ACCESS IS PERMITTED AT ANY TIME". The signs shall be at least 1.2 metres by 1.2 metres and the lettering and colouring shall be to the Township's satisfaction. The signs shall not be removed until the Subdivision Agreement has been executed at which time signs as required by the Subdivision Agreement must be posted in their place. The Owner acknowledges that all roads on the Lands are private roads and the Township is under no obligation to assume or maintain them.

16. **Owner's Engineer**

During construction and installation of the Works, the Owner shall retain engineers registered with Professional Engineers Ontario and approved by the Township to prepare designs, furnish all required drawings, prepare the necessary contract(s), to provide the field layout, the contract administration and the full time supervision of continuous construction monitoring and inspection of services to the satisfaction of the Township to ensure compliance with the required and approved engineer's plans. The Owner's Engineer shall maintain all records of construction and upon completions, to prepare "as constructed" drawings and services record sheets as per item 20 below. The Owner's Engineer to provide certification that the installation of services was in conformance to said plans, documents and specifications.

17. **Stormwater Management Facility**

The maintenance of any stormwater management facilities is the sole responsibility of the Owner prior to the Township assumption of the facility in accordance with the maintenance policies of Section 19 below. The Owner is also responsible to demonstrate that the performance of these facilities during the maintenance period has been in accordance with the Township and MECP's standards for Monitoring and Operational procedures.

18. **Security**

a. Prior to the commencement of construction of the Works and obligations required under this Agreement, the Owner shall file with and deliver to the Township either a banker's draft made payable to the Township or an irrevocable Letter of Credit from a Canadian chartered bank or other financial institution satisfactory to the Township, to guarantee all the provisions of this Agreement pertaining to the Works



(the "Security Deposit"). The Security Deposit shall be equivalent to 100% of the Estimated Costs of the Works.

- b. Upon substantial completion of the Works including sanitary services, water services, storm services, catch basins, catch basin laterals, curbs, gutters, sidewalks, gravel road platform, subdrain, base lift of asphalt, and all other road and servicing work, the Owner may submit in writing to the Township an application for a reduction of the securities amount. Said application must be accompanied by a certification letter from the Owner's Engineer, that confirms the completed Works have been constructed in accordance to the approved drawings (Schedule "D") and the Township of Wellington North's Municipal Servicing Standards, along with the Owner's submission of a Statutory Declaration of Accounts Paid in a format that is acceptable to the Township. Within 20 days of the request, the Township Engineer shall examine the constructed Works and issue to the Township a letter of recommendation regarding securities reductions. Examination is subject to suitable site conditions as determined by the Township. The value of the reduction shall be established by the Township Engineer based on Schedule "E" and based on the value of the Works remaining to be completed by the Owner plus ten percent (10%) of the value of the Works completed to the date of the application. At no time shall the securities value be less than \$30,000 throughout the maintenance period. No further reductions will be permitted until the maintenance period has expired and all deficiencies rectified by the Owner in accordance with section 19 below.
- c. The Security Deposit shall be kept in full force and effect until such time as the Owner's engineer confirms and the Township accepts that:
  - i. the Owner has constructed the Works, the maintenance period has expired and all remedial work and deficiencies have been corrected as described in section 19b below;
  - ii. the Owner has completed the grading as described in section 15; and
  - iii. the Owner has performed all of its obligations under this Agreement; or,
  - iv. this grant of permission has been automatically revoked upon registration of the plan of subdivision on title to the Lands pursuant to section 8 above and alternative security has been arranged pursuant to the subdivision agreement.

**19. Maintenance Period**

- a. Subject to section 19b below, the Owner is responsible for the repair and maintenance of all Subdivision services and Works including hydro costs for street lights, until a Certificate of Final Acceptance is issued by the Township. This maintenance period shall extend for a period of two (2) years after the completion of the Works (the "maintenance period").
- b. Upon expiry of the maintenance period, the Owner's engineer shall provide a letter to the Township confirming all of the deficiencies have been corrected. Such letter will act as notice for a request to the Township Engineer to conduct a maintenance clearance inspection, such inspection shall be conducted within twenty (20) days after receipt of the notice. Timing of the maintenance inspection is subject to suitable site conditions as determined by the Township.

20. **As-Built Drawings**

- a. Within six (6) months from the completion of the Works and the Approved Grading Plans, the Owner shall file with the Township, completed as-built engineer's drawings, including three (3) hard copy set of drawings of 24" x 36" paper and electronic files (PDF & AutoCAD or similar & GIS shape files) to the satisfaction of the Township. (refer to current Township Municipal Servicing Standards for current as constructed drawing submission requirements.)
- b. Within six (6) months from the completion of the Works, the Owner shall file with the Township individual service record sheets (8.5" x 11"), to the satisfaction of the Township, by the developer for each applicable municipal service; drinking water, sanitary sewer and storm sewer.

21. **The Township's Professional Fees and Disbursements**

The Owner shall reimburse the Township for all of its engineering and legal expenses including professional fees and disbursements in connection with the development and implementation of this Agreement and further the Owner shall pay the sum of SEVEN THOUSAND DOLLARS (\$7,000.00) to the Township on or before the signing of this Agreement as a deposit toward such professional fees and disbursements. At the time that the deposit has been depleted below the sum of FIVE HUNDRED DOLLARS (\$500.00) the Owner shall pay another deposit in the same or lesser amount as determined by the Township, and if necessary thereafter such further deposits shall be made until the depletion of the amount of any deposit on hand below the sum of \$500.00 until the requirements under sections 9, 10, 11, 15, 18, and 19 above have been completed. Without limiting the foregoing, the Owner shall reimburse the Township for all of the Township's own engineering costs relating to approvals required from the Township under this Agreement.

22. **Local Services**

The Owners acknowledges and agrees that the requirement to construct the services and facilities under this Agreement is pursuant to the Condition of Approval under Section 51(25) of the *Planning Act* and these are local services pursuant to subsection 59 (2) of the *Development Charges Act, 1997* installed by or paid for by the Owner.

23. **Development Charges Credits**

The Owner hereby releases and forever discharges the Township from any and all claims relating to payments under this Agreement, for credits against Development Charges payable under any by-law of the Township passed under the *Development Charges Act, 1997* with respect to the development of the Development Lands.

24. **MECP Approvals**

The Owner shall ensure that all necessary permits or certificates from the Ministry of the Environment, Conservation and Parks have been obtained at its sole cost with respect to the Works and obligations required under this Agreement prior to the commencement any connections to the municipal infrastructure requiring such permit or certificate.

**25. GRCA Approvals**

The Owner shall provide to the Township with written confirmation of approval from the Grand River Conservation Authority on the Engineering Drawings prior to commencement of the Works within the regulated area.

**26. Dust Control and Garbage**

Until the Final Acceptance of all services to be constructed under this Agreement, the Developer shall use such reasonable method to prevent any dust problem to traffic or home occupants, refuse, debris or weeds as the Township shall deem necessary and for this purpose the Township Director of Operations shall notify the Owner in writing from time to time of the requirements of the Township. If the Developer fails to dispose of the refuse, debris or weeds, or correct the dust control within forty-eight (48) hours after receiving a written request from the Township to do so, the Township may, without further notice, undertake such removal and disposition and the cost thereof shall be paid by the Developer upon demand. In the event that the Township deems it necessary to correct or eliminate any nuisance such as, but not limited to, dust, weeds, garbage and debris, the cost incurred by the Township to remedy the situation will be charge to the Owner and if it is unpaid 45 days after the invoice is issued by the Township, the unpaid amount plus interest will be added to the tax roll for the Lands pursuant to section 446 of the *Municipal Act, 2001*. The burning of construction refuse, debris or weeds is prohibited.

**27. Activity Cease**

Should the active development of the land cease for any reason, the Owner shall leave the site in a condition suitable to the Township. In the event that the Township deems it necessary to correct or eliminate any unsuitable conditions left on site, it may enter upon the Lands, the Township has the right to draw on the securities listed in this Agreement for that purpose, or if the Township incurs any costs such amounts shall be charged to the Developer and if it is unpaid 45 days after the invoice is issued by the Township, the unpaid amount plus interest will be added to the tax roll for the Lands pursuant to section 446 of the *Municipal Act, 2001*.

**28. Indemnity and Insurance****a. Indemnity**

The Developer, both during and after the term of this Agreement, shall at all times, and at its own cost, expense and risk, defend, indemnify and hold harmless the Township, its elected officials, officers, employees, volunteers, agents, contractors, and all respective heirs, administrators, executors, successors and assigns from any and all losses, damages (including, but not limited to, incidental, indirect, special and consequential damages, or any loss of use, revenue or profit by any person, organization or entity), fines, penalties and surcharges, liabilities (including, but not limited to, any and all liability for damage to property and injury to persons, including death), judgments, claims, demands, causes of action, contracts, suits, actions or other proceedings of any kind (including, but not limited to proceedings of a criminal, administrative or quasi criminal nature) and expenses (including, but not limited to, legal fees on a substantial indemnity basis), which the indemnified person or persons may suffer or incur, howsoever caused, arising out of or in consequence of or directly or indirectly attributable to the Services required to be performed by the losses, damages, fines, penalties and surcharges, liabilities, judgments,

claims, demands, causes of action, contracts, suits, actions or other proceedings of any kind and expenses as defined above are due or claimed to be due to the negligence, breach of contract, and/or breach of law of the Developer, its agents, employees or sub-contractors.

**b. Insurance**

It is the responsibility of the Developer and its Insurance Broker to review all potential operations and exposures to determine if the coverage and limits noted below are sufficient to address all insurance related exposures presented by the specifications of the Work. The Developer shall insure its undertaking, business, and equipment under the following coverage so as to protect and indemnify and save harmless the Township:

- i.) **General Liability Insurance:** The Owner shall obtain and maintain in full force and effect a policy of comprehensive general liability insurance and completed operations coverage shall both, 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 be issued in the joint names of the Owner, the Township and the Township's consulting engineer and the form and content shall be subject to the approval of the Township. 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. Certificate of Insurance shall be provided prior to the start of construction and on an annual basis. The policy shall specify that it cannot be altered, cancelled or allowed to lapse unless prior notice by registered mail has been received thirty (30) days in advance by the Township.
- ii.) **Owned and Non-Owned Automobile Liability Insurance:** The Developer shall maintain liability insurance on all Owned, Non-Owned and Leased Automobiles used in the performance of the Works to a limit of \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property, in the following forms endorsed to provide the Township with not less than thirty (30) days written notice in advance of any cancellation, termination, or material change.
  - 1. standard non-owned automobile policy including standard contractual liability endorsement, and
  - 2. standard owner's form automobile policy providing third party liability and accident benefits insurance and covering licensed vehicles owned or operated by the Owner.
- iii.) **Provisions:** Prior to the commencement of the Works, the Developer's Contractor shall forward a Certificate of Insurance evidencing this insurance with the executed Agreement.

It is also understood and agreed that in the event of a claim any deductible or self-insured retention under these policies of insurance shall be the sole responsibility of the Developer and that this coverage shall preclude subrogation claims against the Township and will be primary insurance in response to claims.

- iv.) **Third Party Claims Process:** The Township's claims process for Third Party claims is to refer the claimant, including lien claimants, directly to the Developer and to leave the resolution of the

claim with the Contractor. This applies regardless of whether or not it is an insured loss.

**29. Registration of Agreement**

The Parties agree that this Agreement may be registered on title to the Lands and that this Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, subject only to any limitations explicit in this Agreement, in accordance with subsection 51(26) of the *Planning Act*. This Agreement shall be registered against the Owner's Lands until immediately prior to the registration of the subdivision agreement.

**30. Amendments Only in Writing**

No modification, variation, amendment or termination by mutual consent of this Agreement, and no waiver of the performance of any of the responsibilities of the Parties shall be effective unless such action is taken in writing by instrument or document executed by the Parties, excepting that the foregoing shall not apply where an express provision of this Agreement permits such modification, variation, amendment or termination pursuant to any other means, and in such instance the said provision shall apply. All representations and understandings of the Parties with respect to the Lands and the subject matter of this Agreement are contained in this Agreement, and there are no other representations or understanding between the Parties. This Agreement supersedes any and all prior agreements and understandings between the Parties with respect to the subject matter of this Agreement.

**31. Notices**

- a. Except as otherwise specified herein, any notice hereunder shall be given in writing, by delivery in person, or by registered mail (return receipt requested), email or by facsimile transmission, properly addressed to the Party to whom such notice is given, with postage or charges, if any, prepaid. A notice shall be deemed to have been given only when received by the Party to whom such notice is directed;
- b. Notice shall be given at the following address, unless and until a Party give written notice of a new address to the other Party;

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

Developer: Cachet Developments (Arthur) Inc.  
361 Connie Crescent, Suite 200  
Concord, ON L4K 5R2  
Fax: 905-764-3872

**32. Schedules**

Attached hereto and forming part of this Agreement are the following Subdivision Agreement Schedules:

Schedule "A" Description of the Owner's Lands

Schedule "B" Description of the Township Lands

Schedule "C" Copy of the Conditions of Approval

Schedule "D" Description of the Works to be Constructed

Schedule "E" Estimated Cost of the Works

The Parties acknowledge that Schedules "D" and "E" were prepared by the Developer. Although the Township has reviewed these Schedules with due care and attention, any errors in them, whether found by a Benefiting Owner or any other person, shall be the sole responsibility of the Developer. The Developer covenant and agrees to hold harmless and indemnify the Township against any claim whatsoever arising out of any error or alleged error in these Schedules.

33. **Construction Act**

The Owner covenants and agrees that it will hold back in its payments to any contractor or supplier to the Works, such amounts as may be required under the provisions of the *Construction Act*. The Owner agrees to indemnify and save harmless the Township from and against all claims, demands, actions, causes of action and costs resulting from any construction being performed by the Owner, its agents and assigns pursuant to the requirements of this Agreement. On demand by the Township, the Owner will take such steps as may be necessary to immediately discharge all liens registered upon any Township lands failing which the Township may take any steps necessary to discharge same and the Owner shall be liable for all costs on a full indemnity basis.

34. **Waiver**

The failure of the Township at any time to require performance by the Owner of any obligation under this Agreement shall in no way affect its right thereafter to enforce such obligation, nor shall the waiver by the Township of the performance of any obligation be taken or be held to be a waiver of the performance of the same or any other obligation at any later time. The Township shall specifically retain its rights at law to enforce this Agreement.

35. **No Challenge to Agreement**

The parties covenant and agree with each other not to call into question or challenge, directly or indirectly, in any proceeding or action in court, or before any administrative tribunal, the party's right to enter into and enforce this Agreement. The law of contract applies to the Agreement and the parties are entitled to all remedies arising from it.

36. **Enforcement**

The Owner acknowledge that the Township, in addition to any other remedy it may have at law, shall also be entitled to enforce this Agreement in accordance with Section 446 of the *Municipal Act, 2001* as amended.

37. **Development Lands**

It is agreed and understood that the Owner intend to develop the Development Lands and such development will be facilitated by the construction of the Works. Prior to such development, the Owner may be required to enter into other agreements with the Township in accordance with its normal policies and applicable laws for land development.

38. **Transfer of Lands**

In the event the Owner transfers the land, as described in Schedule 'A', to a third party prior to execution of the subdivision agreement, the Developer shall, prior to completing the transfer, provide the Township with an assignment or other agreement from the new owner in a form satisfactory to the Township's Solicitor in which the new owners agrees to be bound by the terms of this Agreement.

39. **Further Assurances**

The Parties shall from time to time and at all times do such further acts and things, and execute all such further documents and instruments, as may be reasonably required to carry out and implement the true intent and meaning of this Agreement.

40. **Enurement Clause**

The covenants, agreements, stipulations, declarations and provisions contained herein shall run with the lands and shall be binding upon the Owner and their heirs, administrators, successors and assigns and the benefit thereof shall enure to the Township and its successors and assigns.

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

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

\_\_\_\_\_  
Andy Lennox, Mayor

\_\_\_\_\_  
Karren Wallace, Clerk  
We have authority to bind the corporation.

**CACHET DEVELOPMENTS  
(ARTHUR) INC.**

\_\_\_\_\_  
Name: Ramsey Shaheen, A.S.O

\_\_\_\_\_  
Name, Title  
I/we have the authority to bind the  
corporation

OWNER'S MAILING ADDRESS: 361 Connie Crescent, Suite 200, L4K5R2

OWNER'S PHONE NUMBER: 905-764-1983

OWNER'S EMAIL ADDRESS: ramsey@cachetdevelopments.com



**Schedule "A"**  
**DESCRIPTION OF THE OWNER'S LANDS**

PT PKLT 3 S/S DOMVILLE ST SURVEY CROWN ARTHUR VILLAGE; PT PKLT 4 S/S DOMVILLE ST SURVEY CROWN ARTHUR VILLAGE PT 3 60R1199; WELLINGTON NORTH

Property Identifier Number (PIN): 71096-0067

PT PKLT 8 N/X SMITH ST, CROWN SURVEY ARTHUR VILLAGE, PT 2, 61R10854; WELLINGTON NORTH

Property Identifier Number (PIN): 71096-0152

PT PKLT 6 N/S SMITH ST SURVEY CROWN ARTHUR VILLAGE; PT PKLT 7 N/S SMITH ST SURVEY CROWN ARTHUR VILLAGE PT 4 60R1199 & PT 2 60R3022; WELLINGTON NORTH

Property Identifier Number (PIN): 71096-0009

**Schedule "B"**  
**DESCRIPTION OF THE TOWNSHIP 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 comprised of:

PRESTON ST SURVEY CROWN ARTHUR VILLAGE BTN DOMVILLE ST & SMITH ST;  
WELLINGTON NORTH

Property Identifier Number (PIN): 71096-0058

DOMVILLE ST SURVEY CROWN ARTHUR VILLAGE; WELLINGTON NORTH

Property Identifier Number (PIN): 71095-0002

**Schedule "C"**  
**COPY OF THE CONDITIONS OF APPROVAL**  
**DATED JULY 29, 2021 PREPARED BY COUNTY OF WELLINGTON**



**COUNTY OF WELLINGTON**

PLANNING AND DEVELOPMENT DEPARTMENT  
 ALDO L. SALIS, B.E.S., M.Sc., RPP, MCIP, DIRECTOR  
 T 519.837.2600  
 T 1.800.663.0750  
 F 519.823.1694

ADMINISTRATION CENTRE  
 74 WOOLWICH STREET  
 GUELPH ON N1R 3T9

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

Approval Authority: County of Wellington

File Number: 23T-20202 – Cachet Developments (Arthur) Inc.

**IN THE MATTER OF AN APPLICATION** for Draft Plan of Subdivision being Pt Park Lots 3-4 S/S Domville, Pt Park Lots 6 & 7 N/S Smith; RP 60R-1199 Parts 3 & 4 RP 60R-3022 Part 2 Arthur, Township of Wellington North in the County of Wellington.

**TAKE NOTICE** that the Corporation of the County of Wellington gave approval for an application for draft plan of subdivision Wellington County File No. 23T-20202 on the under Section 51(31) of the Planning Act, R.S.O. 1990, c.P.13, as amended in respect of Pt Park Lots 3-4 S/S Domville; Pt Park Lots 6 & 7 N/S Smith; RP 60R-1199 Parts 3 & 4 RP 60R-3022 Part 2 Arthur, Township of Wellington North in the County of Wellington subject to conditions of approval.

**AND TAKE NOTICE** that any person or public body may appeal the decision to approve or refuse the draft plan of subdivision, the lapsing provision (if applicable) or any of the conditions of the approval of the draft plan of subdivision (is applicable) to the Ontario Land Tribunal, by filing with the Director of Planning and Development for the County of Wellington, not later than **4:00 p.m. Thursday, August 18, 2021** a written notice of appeal setting out the reasons for appeal.

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

You will be entitled to receive notice of any changes to the conditions of approval of the draft plan of subdivision if you have either made a written request to be notified of the decision to approve or refuse to approve the draft plan of subdivision, or made a written request to be notified of changes to the conditions of approval of the draft plan of subdivision.

**NOTE:** Only individuals, corporations or public bodies may appeal decision in respect to a proposed plan of subdivision to the Ontario Land Tribunal. A notice of appeal may not be filed by an unincorporated association or group. However, a notice of appeal may be filed in the name of an individual who is a member of the association or group.

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

**DATED** at the City of Guelph, County of Wellington Administration Centre, this July 29, 2021

\_\_\_\_\_  
 Aldo L. Salis, MCIP, RPP  
 Director of Planning and Development

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

With respect to an application by - Cachet Developments (Arthur) Inc. pursuant to the provisions of Section 51 of the Planning Act, R.S.O. 1990 as amended for approval of a plan of subdivision, being Pt Park Lots 3-4 S/S Domville; Pt Park Lots 6 & 7 N/S Smith; RP 60R-1199 Parts 3 & 4 RP 60R-3022 Part 2 Arthur, Township of Wellington North in the County of Wellington. The Corporation of the County of Wellington has granted draft approval to this draft plan of subdivision subject to the following conditions of draft approval:

**CONDITIONS OF APPROVAL FOR  
DRAFT PLAN OF SUBDIVISION 23T-20202**

<b>No.</b>	<b>Condition</b>
1	THAT this draft approval applies to the draft plan, County of Wellington File No. 23T-20202, as dated June 4, 2021 by Glen Schnarr & Associates Inc., certified by James Laws, Van Harten Surveying Inc. on July 27, 2020, and showing 132 detached residential lots; 64 townhouse residential units; stormwater management pond (Block 143); parks (Blocks 145 & 144) walkway (Block 146) pipe blocks (Blocks 147, 148); 0.3m reserve (Block 149) 20m ROW (length 1,456m) total land area 11.22 ha
2	THAT the plan proposed for registration for any phase within the subdivision shall be reviewed and accepted by the Township of Wellington North prior to the County of Wellington's granting final approval of such plan or phases.
3	THAT the street(s) shown and any reserves in this draft plan shall be dedicated to the Township of Wellington North. They shall be named to the satisfaction of the Township of Wellington and where those streets are not extensions of existing streets that such new street names shall not be duplicates in spelling or phonetic sounding of street names elsewhere in the County of Wellington.
4	THAT the Owner conveys up to 5% of the land included in the plan to the municipality for park purposes under section 51.1(1) of the Planning Act. Blocks 144, 145 (Park/Linear Parkette) and Block 146 (Walkway) will be accepted as part of the owners 5% parkland dedications. Alternatively, the municipality may accept cash in lieu of all or a portion of the conveyance and, under section 51.1(3) of the Planning Act, the municipality is authorized to do so.
5	THAT such easements, conveyances, and/or agreements as may be required for servicing, access, utility or drainage purposes shall be granted to the appropriate authority.

- 6 THAT prior to final approval by the County of Wellington, the County of Wellington is to be advised by the Township of Wellington North that appropriate zoning is in effect for this proposed subdivision.
- 7 THAT the Owner enter into a subdivision agreement with the Township of Wellington North for the purposes of satisfying all the requirements of the Township, financial and otherwise including but not limited to the provision of roads, signage and the installation of municipal services, the planting and preservation of trees, and stormwater management and drainage. Without limiting the generality of the foregoing, the agreement shall contain wording to the satisfaction of the Township that addresses the following matters, and which shall be included within the declaration and all Purchase and Sale Agreements related to this plan of subdivision:
  - a) Contain phasing arrangements acceptable to the Township of Wellington North.
  - b) Contain provisions whereby the Owner shall prepare and implement a construction traffic access and control plan for all phases of servicing and building construction to the satisfaction of the Township and include provisions that all damage or maintenance required to surrounding streets as a result of such traffic shall be at the Owner's cost.
  - c) Provide for the installation of a piped water supply system and a piped waste water collection system, subject to the approval of the Ministry of the Environment, Conservation and Parks, and furthermore, shall provide for the Township of Wellington North to assume ownership and operation of the system.
  - d) Contain wording to the effect that all agreements of purchase and sale shall ensure that all persons who make first purchases of land within the plan of subdivision after final approval of the subdivision plan, are informed when land is transferred, of all the development charges related to this development.
  - e) Be registered against the lands to which it applies; and that a copy of the subdivision agreement as registered be filed with the County.
  - f) Contain provisions whereby the Owner shall prepare and implement a vegetation management plan which evaluates the opportunity for the protection of trees and describes tree protection measures to be implemented by the developer. Where tree or significant vegetation removals are required, the vegetation management plan shall identify locations where compensatory planting can be installed and a detail plan for installations, to the satisfaction of the Township of Wellington North.
  - g) Contain provisions to address the provision of adequate sidewalks, lighting and snow removal and which are satisfactory to the Upper Grand District School Board and to the Township of Wellington North in respect of the means whereby the children can walk safely to school or to school bus "student collection areas".
  - h) Provide for the implementation of the recommendations of the final approved Noise Feasibility Study prepared by HGC Engineering.
  - i) Provide for the implementation of the recommendations outlined in the Traffic Impact Study dated August, 2020, prepared by C.F. Crozier & Associates including any additional requirements that may result from updates to the Study through the detailed design process. Further, that this Study be circulated to the

- Ministry of Transportation (MTO) for review/comment as it relates to Highway #6 (Smith Street), and that any MTO requirements be addressed as part of the detailed design.
- j) Provide for the submission, to the satisfaction and approval of the Township of Wellington North, of design drawings and supporting information to address the requirements of the proposed development including roads, boulevards, pedestrian access, municipal servicing, drainage/SWM, utilities, landscaping/preservation, signage, external works required to support the development, and any other requirement of approval agencies.
  - k) That prior to the initiation of any site grading or servicing and prior to final approval, the owner must submit a detailed hydrogeological investigation of the site prepared by a qualified hydrogeological Engineer to the satisfaction of the Township and the Grand River Conservation Authority. The hydrogeological report shall provide an assessment of groundwater level monitoring data from on-site piezometers which shall include data collected over a sufficient period to establish a "seasonal high" groundwater level across the site as well as a recommended high groundwater elevation on a lot by lot basis. The recommended high groundwater elevation for each lot is intended to ensure a minimum vertical separation from the underside of the proposed footing elevation to the seasonal high groundwater elevation at a given lot of 0.3m. Proposed lot grading plans for the development shall provide the minimum recommended separation on all lots.
- 8 THAT prior to final approval and registration of any phase of the plan, the Township of Wellington North shall confirm to the satisfaction of the County of Wellington that an adequate water supply and sewage capacity is available and has been allocated for the applicable plan or phase.
- 9 THAT Owner shall make satisfactory arrangements with the appropriate provider of telephone, natural gas, cable television and other utilities for the provision of such services to this plan of subdivision.
- 10 THAT Block(s) 149 (0.3 m Reserve), 143 (SWM Pond), 146 (Walkway/Pipe), 147 (Pipe), 148 (Pipe), 145 (Park), and 144 (Parkette) on the plan of subdivision shall be conveyed to the Township of Wellington North.
- 11 THAT the Owner agrees that Adelaide Street will ultimately need to be extended and connected to the development, and until the road extension is provided, Lots 24 and 132 will be held by the Owner and not be developed.
- 12 THAT a Holding (H) Provision shall be put in place on lands, or part thereof, to the satisfaction of the Township of Wellington North which will not permit the issuance of building permits until the following matters have been addressed to the satisfaction of Council:

- a) Municipal water and sewage servicing including sufficient reserve capacity is or will be made available to the land and which has been allocated by the Township for this development, or part thereof.
  - b) Stormwater management issues have been adequately addressed;
  - c) A detailed engineering design has been approved and the necessary development agreement(s) have been entered into with the Township.
  - d) In regards to the lots adjacent to the unopened Adelaide St. extension (Lots 24 and 132 shown on the plan prepared by GSAI, dated June 4, 2021): that adequate street access and servicing is provided.
- 13 THAT the Owner provide a Letter of Understanding to the satisfaction of Township of Wellington North confirming roles/responsibilities/cost sharing agreed upon for the complete design of Preston Street North including connection to Domville Street and Smith Street.
- 14 THAT prior to any grading or construction on the site and prior to registration of the plan, the owners or their agents submit the following plans and reports to the satisfaction of the Grand River Conservation Authority:
- a) a Final Stormwater Management Report in accordance with the 2003 Ministry of Environment Report entitled, "Stormwater Management Practices Planning and Design Manual" and in keeping with the Functional Servicing Report (Revised June 7, 2021, Urbtech Engineering Inc.).
  - b) Detailed Lot Grading and Drainage Plans showing existing and proposed grades.
  - c) An Erosion and Siltation Control plan in accordance with the Grand River Conservation Authority's Guidelines for sediment and erosion control, indicating the means whereby erosion will be minimized and silt maintained on-site throughout all phases of grading and construction.
  - d) The submission and approval of a Development, Interference with Wetlands and Alterations to Shorelines and Watercourses permit from the GRCA prior to any development or site alteration within the regulated area.
- 15 THAT Owner acknowledges and agrees to convey any easement(s) as deemed necessary by Bell Canada to service this new development. The Owner further agrees and acknowledges to convey such easements at no cost to Bell Canada (telecommunication provider).
- 16 THAT the Owner agrees that should any conflict arise with existing Bell Canada facilities or easements within the subject area, the Owner shall be responsible for the relocation of any such facilities or easements at their own cost.
- 17 THAT Education Development Charges shall be collected prior to the issuance of a building permit(s).
- 18 THAT the developer shall agree in the subdivision agreement that adequate sidewalks, lighting and snow removal (on sidewalks and walkways) will be provided

to allow children to walk safely to school or to a designated but pickup point.

- 19 THAT the developer and the Upper Grand District School Board reach an agreement regarding the supply and erection of a sign (at the developer's expense and according to the Board's specifications) affixed to the permanent development sign advising prospective residents about schools in the area.
- 20 THAT the developer shall agree in the subdivision agreement to advise all purchasers of residential units and/or renters of same, by inserting the following clause in all offers of Purchase and Sale/Lease:  
"In order to limit liability, public school busses operated by the Service de transport de Wellington-Dufferin Student Transportation Services (STWDSTS), or its assigns or successors, will not travel on privately owned or maintained right-of-ways to pick up students, and potential bussing students will be required to meet the bus at a congregated bus pick-up point.":
- 21 THAT the developer satisfy the requirements of Canada Post:
- a) Determine suitable permanent locations for the Community Mail Boxes. The developer will then indicate these locations on the appropriate servicing plans.
  - b) Developer agrees, prior to offering any units for sale, to display a map on the wall of the sales office in a place readily accessible to potential homeowners that indicates the location of all Community Mail Boxes within the development, as approved by Canada Post.
  - c) Developer agrees to include in all offers of purchase and sale a statement which advises the purchaser that mail will be delivered via Community Mail Box. The developer also agrees to note the locations of all Community Mail Boxes within the development, and to notify affected homeowners of any established easements granted to Canada Post to permit access to the Community Mail Box.
  - d) Developer will provide a suitable and safe temporary site for a Community Mail Box until curbs, sidewalks and final grading are completed at the permanent Community Mail Box locations. Canada Post will provide mail delivery to new residents as soon as the homes are occupied.
  - e) Developer agrees to provide the following for each Community Mail Box site and to include these requirements on the appropriate servicing plans:
    - i) Any required walkway across the boulevard, per municipal standards
    - ii) Any required curb depressions for wheelchair access, with an opening of at least two metres (consult Canada Post for detailed specifications)
    - iii) A Community Mailbox concrete base pad per Canada Post specifications.
- 22 THAT prior to final approval, the Owner/Developer shall provide written confirmation from an authorized service provider that communication/telecommunication facilities will be provided within the proposed development to enable, at a minimum, the delivery of communication/telecommunication services for emergency management services (i.e. 9-1-1 Emergency) in accordance with CRTC requirements.



- 23 THAT owner provide to the County of Wellington a digital file of the final plan of subdivision which is an AUTOCAD ".DWG" file format
- 24 THAT the surveyor for the Owner give an undertaking in writing to provide the County of Wellington Planning Department, within 30 days of the date of registration in the Land Registry/Land Titles Office, one mylar, one white print and an electronic copy of the final Registered Plan.
- 25 THAT the Owner's surveyor provides to the County of Wellington a copy of the deposited Reference Plan submitted to the Land Registry/Titles Office for Wellington (No. 61) for "First Registration Under the Land Titles Act, R.S.O. 1990, c.L.5".
- 26 THAT the Owner have prepared by an Ontario Land Surveyor a final plan in accordance with the Surveys Act, and with the Registry Act or the Land Titles Act, as the case may be and have provided that plan (being 2 mylars and 4 white prints – one white print with Ontario Surveyors Association sticker attached) to the Director of Planning and Development for the County of Wellington prior to the lapsing date.
- 27 THAT if final approval is not given to this draft plan No. 23T-20202 within five years of draft approval and if no extensions have been granted pursuant to subsection 51(33) of the Planning Act, draft approval shall lapse under subsection 51(32) of the Planning Act, R.S.O. 1990. If an extension is being requested, a written explanation together with a resolution from the Township of Wellington North must be received by the Director of Planning for the County of Wellington prior to the lapsing date of **JULY 30, 2026**.
- 28 THAT the County of Wellington be advised in writing by the Township of Wellington North that conditions 2 to 13 (inclusive) have been satisfied.
- 29 THAT the County of Wellington be advised in writing by Grand River Conservation Authority that conditions 14 has been satisfied.
- 30 THAT the County of Wellington be advised in writing by Bell or telecommunications provider that condition 15 and 16 have been satisfied.
- 31 THAT the County of Wellington be advised in writing by Upper Grand District School Board that conditions 17 - 20 (inclusive) have been satisfied.
- 32 THAT the County of Wellington be advised in writing by Canada Post that condition 21 has been satisfied.
- 34 THAT the Owner/Developer remit to the County of Wellington the applicable final approval fee when the final plan is being presented to the County of Wellington for the County's consideration for final plan approval.

**NOTES to DRAFT PLAN APPROVAL**

1. It is the Applicant's responsibility to fulfill the conditions of draft approval and to ensure that the required clearance letters are forwarded by the appropriate agencies to the County of Wellington, quoting the County of Wellington's draft plan file number 23T-20202.
2. We suggest that you make yourself aware of the following subsections of the Land Titles Act:
  - i) subsection 143(1) requires that all new plans be registered in a Land Titles system if the land is situated in a land titles division; and
  - ii) subsection 143(2) allows certain exceptions.
3. If the agency condition concerns (a) condition(s) in the subdivision agreement, a copy of the agreement should be sent to them. This will expedite clearance of the final plan.
4. Payment of clearance letter fees may be required from the clearing agencies before the clearance letter is issued: please contact the appropriate agency for information in this matter.
5. An electrical distribution line operating at below 50,000 volts might be located within the area affected by this development or abutting this development. Section 186 - Proximity - of the Regulations for Construction Projects in the Occupational Health and Safety Act, requires that no object be brought closer than 3 metres (10 feet) to the energized conductor. It is the proponent's responsibility to be aware, and to make all personnel on site aware, that all equipment and personnel must come no closer than the distance specified in the Act. They should also be aware that the electrical conductors can raise and lower without warning, depending on the electrical demand placed on the line. Warning signs should be posted on the wood poles supporting the conductors stating "DANGER - Overhead Electrical Wires" in all locations where personnel and construction vehicles might come in close proximity to the conductors.
6. The Developer is hereby advised that prior to commencing any work within the Plan, the Developer must confirm that sufficient wire-line communication/telecommunication infrastructure is currently available within the proposed development to provide communication/ telecommunication in service to the proposed development. In the event that such infrastructure is not available, the Developer is hereby advised that the Developer may be required to pay for the connection to and/or extension of the existing communication/telecommunication infrastructure. If the Developer elects not to pay for such connection to and/or extension of the existing communication/telecommunication infrastructure, the

alternative communication/ telecommunication facilities are available within the proposed development to enable, at a minimum, the effective delivery of communication./telecommunication services for emergency management services (i.e.911 Emergency Services).

7. Clearances are required from the following agencies:

**Township of Wellington North  
Grand River Conservation Authority  
Upper Grand District School Board  
Telecommunications Provider  
Canada Post**

8. All measurements in the subdivision final plan must be presented in metric units.
9. It is the Owner's responsibility to fulfill the conditions of draft approval and to ensure that the required clearance letters are forwarded by the appropriate agencies to the County of Wellington, attention of the Director of Planning, 74 Woolwich Street, Guelph, ON N1H 3T9.
10. The final plan approved by the County of Wellington must be registered within 30 days of final approval, otherwise the County of Wellington may withdraw its approval under subsection 51(59) of the Planning Act, R.S.O. 1990, as amended.

**Schedule “D”**  
**DESCRIPTION OF THE WORKS TO BE CONSTRUCTED**

The following list is a summary of the works to be completed under this agreement:

All of the works are to be installed, constructed, or provided as shown on or in accordance with the provisions, conditions and standards set out in this Agreement and the following documents and drawings provided by Urbtech Engineering to the Township’s Engineer in relation to the Works pertaining to the Cachet Developments (Arthur) Inc. subdivision on the lands legally described in Schedule “A” to this Agreement, and are unapproved at this time:

List of Drawings and Works to be completed:

<b>Dwg #</b>	<b>Drawing Name /Description</b>	<b>Date</b>	<b>Revision #</b>
	Cover		
N1	General Notes	Dec. 16, 2021	#2
SED-1	Sediment Control Plan	Dec. 16, 2021	#2
SN1	Erosion and Sediment Control Details	Dec. 16, 2021	#2
GU1	General Underground Plan	Dec. 16, 2021	#2
GA1	General Aboveground Plan	Dec. 16, 2021	#2
T1	Signage and Pavement Marking Plan	Dec. 16, 2021	#2
D1	Storm Drainage Plan	Dec. 16, 2021	#2
D2	Sanitary Drainage Plan	Dec. 16, 2021	#2
POND	Quality and Quantity SWM Pond	Dec. 16, 2021	#2
PSEC-1	Pond Section	Dec. 16, 2021	#2
PSEC-2	Pond Section	Dec. 16, 2021	#2
G1	Grading Plan	Dec. 16, 2021	#2
P1	Adelaide Street STA 0+000 to 0+240	Dec. 16, 2021	#1
P2	Adelaide Street STA 0+240 to 0+322.23	Dec. 16, 2021	#1
P3	Street ‘B’ STA 0+000 to 0+160	Dec. 16, 2021	#1
P4	Street ‘B’ STA 0+160 to 0+280.38	Dec. 16, 2021	#1
P5	Street ‘C’ STA 0+000 to 0+186.97	Dec. 16, 2021	#1
P6	Street ‘D’ STA 0+000 to 0+240	Dec. 16, 2021	#1
P7	Street ‘D’ STA 0+240 to 0+420	Dec. 16, 2021	#1
P8	Street ‘D’ STA 0+420 to 0+560	Dec. 16, 2021	#1
P9	Street ‘E’ STA 0+000 to 0+198.97	Dec. 16, 2021	#1
P10	Storm Sewer Block 148 and 149	Dec. 16, 2021	#1
P11	Storm Sewer Block 147	Dec. 16, 2021	#1
P12	Storm Sewer at Easement Lot 44/45	Dec. 16, 2021	#1
P13	Storm Sewer Block 145	Dec. 16, 2021	#1
P14	Storm Sewer Lot 4 to Lot 10 and Lot 6/7	Dec. 16, 2021	#1
P15	Storm Sewer Lot 16/17 and Lot 15-18	Dec. 16, 2021	#1
P16	Storm Sewer Lot 102/103 and Lot 100-107	Dec. 16, 2021	#1
P17	Storm Sewer Lot 93/94 and Lot 91-96	Dec. 16, 2021	#1
P18	Storm Sewer Lot 20/21, Lot 21/22 and Lot 133	Dec. 16, 2021	#1
P19	Storm Sewer Lot 18/19, Lot 122-125 and Lot 123/124	Dec. 16, 2021	#1
DET-1	Typical Road Section and Grading Details	Dec. 16, 2021	#2
DET-2	Community Mail Boxes Details & Surface and Sign Details	Dec. 16, 2021	#2
DET-3	Servicing Details	Dec. 16, 2021	#2
DET-4	Watermain Connection Details	Dec. 16, 2021	#2
DET-5	Details and Sections	Dec. 16, 2021	#2

**Schedule "E"**  
**ESTIMATED COST OF THE WORKS**

**COST ESTIMATE SCHEDULE FOR PRESERVICING AGREEMENT**  
**DATED January 26, 2022 PREPARED BY URBTECH ENGINEERING INC.**



**CONSTRUCTION COST FOR PRE-SERVICING AGREEMENT**

*Date: Revised January 26, 2022*

**OWNER: CACHET DEVELOPMENTS (ARTHUR) INC.**  
**PROPOSED RESIDENTIAL DEVELOPMENTS**

ITEM	DESCRIPTION	AMOUNT
<b>Earthworks</b>		
A	Fill import operations and Earthworks	\$1,589,446.00
<b>Construction</b>		
B	Storm Sewers and Appurtenances	\$2,381,136.00
C	Sanitary Sewers and Appurtenances	\$959,435.00
D	Watermain and Appurtenances	\$812,880.00
E	Roads (20.0m ROW) - Subdivision	\$1,391,785.00
F	Miscellaneous	\$504,440.00
	Sub -Total	\$7,639,122.00
	10% Engineering	\$763,912.20
	13% HST	\$993,085.86
	10% Contingency	\$763,912.20
	<b>Total</b>	<b>\$10,160,032.26</b>

Prepared by:   
Bartosz Jaworski

CONSTRUCTION COST FOR PRE-SERVICING AGREEMENT  
 CACHET DEVELOPMENTS (ARTHUR) INC.

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Item No.	Spec. Code	DESCRIPTION	Quantity	Unit	Unit Price	Total
<b>Section 1: Earthworks</b>						
<b>Part A: Site Preparation</b>						
<b>Part 1: Fill import operations and Earthworks</b>						
A01		Clear and grub; including removal of the remaining existing trees, stumps, rocks, roads and appurtenances.	1	ls	\$36,000.00	\$36,000.00
A02		Installation of temporary driveway and culvert, including future removal of driveway and disposal of culvert off site.	1	ls	\$5,225.00	\$5,225.00
A03		Construction of mud mat, refer to details on dwg SN1	2	ls	\$6,400.00	\$12,800.00
A04		Topsoil stripping and stockpile on site	2,500	m <sup>3</sup>	\$5.40	\$13,500.00
A05		Installation of heavy duty double sediment fence at topsoil stockpile	330	m	\$14.50	\$4,785.00
A06		Import of engineered fill, place and compact on site. Fill shall have a minimum percolation rate of 25mm/hour.	26,500	m <sup>3</sup>	\$20.00	\$530,000.00
A07		Heavy duty sediment fence, refer to details on dwg SN1	2,100	m	\$15.50	\$32,550.00
A08		Silt-sack catchbasin sediment control trap, refer to details on dwg SN1	100	ea	\$175.00	\$17,500.00
A09		Rear lot catchbasin/DICB sediment trap, refer to details on dwg SN1	27	ea	\$300.00	\$8,100.00
A10		Cut off swales	856	m	\$6.00	\$5,136.00
A11		Rock flow check dams	36	ea	\$300.00	\$10,800.00
A12		Temporary Sediment Pond, including hickenbottom riser outlet and rip rap	2	ea	\$13,000.00	\$26,000.00
A13		Temporary hickenbottom riser outlet with 15m -300mm PCV pipe and rip rap as per detail on SN1	1	ea	\$4,500.00	\$4,500.00
A14		Temporary Filter Rings as per detail on SN1	2	ea	\$1,500.00	\$3,000.00
A15		Topsoil stripping and stockpiling on Blk 146	8,500	m <sup>3</sup>	\$5.40	\$45,900.00
A16		Topsoil stripping and disposal off site	17,000	m <sup>3</sup>	\$14.25	\$242,250.00
A17		Cut to Fill	35,200	m <sup>3</sup>	\$5.50	\$193,600.00
A18		Import of engineered fill, place and compact on site. Fill shall have a minimum percolation rate of 25mm/hour.	2,000	m <sup>3</sup>	\$20.00	\$40,000.00
A19		Relocation of existing ditch and decommissioning after completion of SWM Pond	320	m	\$30.00	\$9,600.00
A20		Import and Installation of clay pond Liner - 1.0m Thick	10,000	m <sup>2</sup>	\$24.00	\$240,000.00
A21		3.0m x 2.4m water quality pond inlet control structure, as per details on drawings PSEC-1 and PSEC-2. Including 150mm to 200mm CRL stone on filter cloth, concrete block under reverse pipe, orifice pipe and weir, and 10m of 300mm reverse pipe, 1.0m clay anti seepage plug.	1	ea	\$12,500.00	\$12,500.00
A22		Turnstone on spillway as per POND drawing	1,000	m <sup>2</sup>	\$15.00	\$15,000.00
A23		2-300mm PVC equalization pipes as per POND drawing	1	Ls	\$6,500.00	\$6,500.00
A24		150mm to 300mm rip rap along wetted parameter as per POND drawing	320	m <sup>2</sup>	\$20.00	\$6,400.00
A25		150mm to 200mm river rock at forebay berm as per POND drawing	600	m <sup>2</sup>	\$20.00	\$12,000.00
A26		Pond Fine Grading	12,000	m <sup>2</sup>	\$1.15	\$13,800.00
A27		Pond Topsoil & Seeding	12,000	m <sup>2</sup>	\$3.50	\$42,000.00
<b>Total of Part A: Fill import operations and Earthworks</b>						<b>\$1,589,446.00</b>

- Notes: The cost of the items above should include the following:
- 1) All sediment devices must be maintained during construction and repaired or replaced as necessary.  
 ONCE BUILDER TAKES CONTROL OF SITE EROSION CONTROL MAINTENANCE IS THEIR RESPONSIBILITY
  - 2) Once all grading and building operations is completed the sediment devices must be removed and area restored.  
 TO BE COMPLETED BY BUILDER

**CONSTRUCTION COST FOR PRE-SERVICING AGREEMENT  
CACHET DEVELOPMENTS (ARTHUR) INC.**

Item No.	Spec. Code	DESCRIPTION	QTY.	Unit	Unit Price	Total
<b>Section 2: Construction</b>						
<b>Part B: Storm Sewers and Appurtenances</b>						
B01		250mm dia. pvc. pipe	23	m	\$210.00	\$4,830.00
B02		300mm dia. Conc pipe	883	m	\$205.00	\$181,015.00
B03		300mm dia. Conc pipe, insulated	289	m	\$210.00	\$60,690.00
B04		375mm dia. Conc. pipe	248	m	\$210.00	\$52,080.00
B05		375mm dia. Conc pipe insulated	70	m	\$215.00	\$15,050.00
B06		450mm dia. conc. pipe	197	m	\$225.00	\$44,325.00
B07		450mm dia. conc. Pipe, insulated	35	m	\$375.00	\$13,125.00
B08		525mm dia. conc. pipe	292	m	\$335.00	\$97,820.00
B09		525mm dia. conc. pipe insulated	35	m	\$415.00	\$14,525.00
B10		600mm dia. conc. pipe	350	m	\$342.00	\$119,700.00
B11		675mm dia. conc. pipe	103	m	\$442.00	\$45,526.00
B12		750mm dia. conc. pipe	71	m	\$535.00	\$37,985.00
B13		825mm dia. conc. pipe	41	m	\$585.00	\$23,985.00
B14		1050mm dia. conc. pipe	30	m	\$886.00	\$26,580.00
B15		1220 x 1920 HE conc. pipe insulated	30	m	\$2,090.00	\$62,700.00
B16		1220 x 1920 HE conc. pipe	146	m	\$1,835.00	\$267,910.00
B17		Remove existing 900mm dia. culvert and dispose off site. Install 34.0m 1220 x 1920 HE conc. pipe, including restoration under Preston Street and Plunge Pool as per PSEC-1	1	ea	\$70,500.00	\$70,500.00
B18		Head Wall - OPSD 804.030 (HW1, 3,8 and 40) including chute blocks and 150mm to 250mm rip rap	4	ea	\$27,910.00	\$111,640.00
B19		1200mm dia. manholes	1	ea	\$6,750.00	\$6,750.00
B20		1800mm dia. manholes	2	ea	\$10,205.00	\$20,410.00
B21		CBMH 1500mm dia. manholes	14	ea	\$8,200.00	\$114,800.00
B22		DCBMH 1500mm dia. manholes	19	ea	\$9,450.00	\$179,550.00
B23		DCBMH 1800mm dia. manholes	1	ea	\$12,785.00	\$12,785.00
B24		STM MH 3.0 x 2.4 dia. manholes including Grating as per Det on DET-5	1	ea	\$28,200.00	\$28,200.00
B25		MH TEE	3	ea	\$12,500.00	\$37,500.00
B26		Remove existing HW and dispose off site and install new 1800mm dia. CBMH	1	ea	\$11,500.00	\$11,500.00
B27		DICB in rear lots	17	ea	\$3,650.00	\$62,050.00
B28		Rear Lot Catchbasin OPSD 705.010	8	ea	\$4,800.00	\$38,400.00
B29		Single street catchbasin incl. 250mm dia. PVC lead pipe OPSD 705.010	6	ea	\$5,455.00	\$32,730.00
B30		Double street CB including 300mm dia. PVC lead pipe OPSD 705.020	14	ea	\$6,525.00	\$91,350.00
B31		Single service connection	197	ea	\$1,855.00	\$365,435.00
					<b>to be continued</b>	

**CONSTRUCTION COST FOR PRE-SERVICING AGREEMENT  
CACHET DEVELOPMENTS (ARTHUR) INC.**

Item No.	Spec. Code	DESCRIPTION	QTY.	Unit	Unit Price	Total
<b>Section 2: Construction</b>						
<b>Part B: Storm Sewers and Appurtenances</b>						
B32		Adjusting manhole, CBMH, DCBMH tops to finished grade incl curb	56	ea	\$465.00	\$26,040.00
B33		Adjusting CB's to finished grade (DCB as two), including curb	34	ea	\$735.00	\$24,990.00
B34		Bulkhead in MH, including installation and removal	4	ls	\$240.00	\$960.00
B35		200mm dia. subdrain along rear lots as per detail on DET3	750	m	\$92.00	\$69,000.00
B36		Subdrain riser as per detail on the details drawing SN1	20	ea	\$435.00	\$8,700.00
<b>Total of Part B: Storm Sewers and Appurtenances</b>						<b>\$2,381,136.00</b>

**CONSTRUCTION COST FOR PRE-SERVICING AGREEMENT  
CACHET DEVELOPMENTS (ARTHUR) INC.**

Item No.	Spec. Code	DESCRIPTION	QTY.	Unit	Unit Price	Total
<b>Section 2: Construction</b>						
<b>Part C: Sanitary Sewers and Appurtenances</b>						
C01		200mm dia. PVC SDR 35 pipe	1,500	m	\$235.00	\$352,500.00
C02		1200mm dia. manholes	26	ea	\$6,700.00	\$174,200.00
C03		Single service connection (135mm SDR 28 PVC)	197	ea	\$1,780.00	\$350,660.00
C04		Adjusting manhole tops to finished grade	26	ea	\$465.00	\$12,090.00
C05		Bulkhead in MH, including installation and removal	4	ls	\$200.00	\$800.00
<b>PRESTON STREET</b>						
C06		Cut and install MH on 375mm Sanitary sewer	4	ea	\$13,650.00	\$54,600.00
C07		Adjust sanitary MH top to final grade in Preston street	4	ea	\$465.00	\$1,860.00
<b>LOT 25</b>						
C08		Single service connection to existing 200mm sanitary sewer on Domville. Price to include partial road closure, traffic signage and reinstatement of roadway and Blvd. (To be completed at same time of new water connection)	1	ea	\$12,725.00	\$12,725.00
<b>Total of Part C: Sanitary Sewers and Appurtenances</b>						<b>\$959,435.00</b>

**CONSTRUCTION COST FOR PRE-SERVICING AGREEMENT  
CACHET DEVELOPMENTS (ARTHUR) INC.**

Item No.	Spec. Code	DESCRIPTION	QTY.	Unit	Unit Price	Total
<b>Section 2: Construction</b>						
<b>Part D: Watermain and Appurtenances</b>						
D01		150mm dia. PVC watermain, incl. plugs, tees, bends, pressure testing, swabbing and disinfection	1,550	m	\$210.00	\$325,500.00
D02		150mm dia. V & B w/ temp. 2x4 marker painted blue, including adjustment to finished grade	20	ea	\$1,800.00	\$36,000.00
D03		Hydrant and Valve set, w/ temp. 2x4 marker painted blue on valve box	14	ea	\$10,265.00	\$143,710.00
D04		Hydrant Markers	14	ea	\$80.00	\$1,120.00
D05		Single water service connection w/ temp. 2x4 marker painted blue	197	ea	\$1,300.00	\$256,100.00
D06		Connection to 150mm dia. watermain. Cut in 150x150x150 tee on existing watermain, including restoration to base asphalt.	2	ea	\$6,865.00	\$13,730.00
D07		Cut in 150 V & B on existing watermain and restoration to base asphalt	3	ea	\$6,845.00	\$20,535.00
D08		Connection to existing 150x 150 x 150 tee within Preston Street, including restoration to base asphalt.	2	ea	\$6,325.00	\$12,650.00
<b>LOT 25</b>						
D09		Single 25mm copper type K water service connection to existing 150mm watermain on Domville. Price to include partial road closure, traffic signage and reinstatement of roadway and Blvd. (To be completed at same time of new sanitary connection)	1	ea	\$3,535.00	\$3,535.00
<b>Total of Part D: Watermain and Appurtenances</b>						<b>\$812,880.00</b>



CONSTRUCTION COST FOR PRE-SERVICING AGREEMENT  
 CACHET DEVELOPMENTS (ARTHUR) INC.

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Item No.	Spec. Code	DESCRIPTION	QTY.	Unit	Unit Price	Total
<b>Section 2: Construction</b>						
<b>Part E: Roads (20.0m ROW) - Subdivision (Internal)</b>						
E01		Fine grade subgrade	15,500	m <sup>2</sup>	\$1.50	\$23,250.00
E02		Granular 'B' - 450mm min. depth	15,500	m <sup>2</sup>	\$13.25	\$205,375.00
E03		Granular 'A' - 150mm min. depth	15,500	m <sup>2</sup>	\$10.75	\$166,625.00
E04		HL 4 - 50mm min. depth	13,500	m <sup>2</sup>	\$14.00	\$189,000.00
E05		Clean road base	13,500	m <sup>2</sup>	\$0.15	\$2,025.00
E06		Tack coat	13,500	m <sup>2</sup>	\$0.90	\$12,150.00
E07		HL3 - 40mm min. depth	13,500	m <sup>2</sup>	\$10.50	\$141,750.00
E08		Temp curb	3,000	m	\$43.00	\$129,000.00
E09		Full curb OPSD 600.040, incld. Saw cutting Removal and Replacement of temporary curb and base asphalt replacement, including padding	3,000	m	\$67.00	\$201,000.00
E10		Subdrain at curb, including subdrain proofing prior to top asphalt	3,000	m	\$30.00	\$90,000.00
E11		1.5m wide concrete sidewalk OPSD 310.010 and OPSS 351. Sidewalk shall be min. thickness of 125mm. The thickness shall be increased to 175mm where sidewalk crosses driveway	1,400	m	\$100.00	\$140,000.00
E12		Tactile walking surface indicator	100	ea	\$215.00	\$21,500.00
E13		Asphalt for padding and settlement of base course, including AC Index adjustment	300	t	\$100.00	\$30,000.00
<b>PRESTON STREET - ENTRANCES ONLY (External)</b>						
E14		Fine grade subgrade	500	m <sup>2</sup>	\$1.50	\$750.00
E15		Granular 'B' - 450mm min. depth	500	m <sup>2</sup>	\$13.25	\$6,625.00
E16		Granular 'A' - 150mm min. depth	500	m <sup>2</sup>	\$10.75	\$5,375.00
E17		HL 4 - 50mm min. depth	400	m <sup>2</sup>	\$14.00	\$5,600.00
E18		HL3 - 40mm min. depth	400	m <sup>2</sup>	\$20.00	\$8,000.00
E19		Temp curb	120	m	\$43.00	\$5,160.00
E20		Full curb OPSD 600.040, incld. Saw cutting Removal and Replacement of temporary curb and base asphalt replacement, including padding	120	m	\$67.00	\$8,040.00
E21		Clean road base	400	m	\$0.50	\$200.00
E22		Tack coat	400	m <sup>2</sup>	\$0.90	\$360.00
<b>Total of Part E : Roads</b>						<b>\$1,391,785.00</b>

CONSTRUCTION COST FOR PRE-SERVICING AGREEMENT  
 CACHET DEVELOPMENTS (ARTHUR) INC.

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Item No.	Spec. Code	DESCRIPTION	QTY.	Unit	Unit Price	Total
<b>Section 2: Construction</b>						
<b>Part F: Miscellaneous</b>						
F01		Temporary street name sign on 4x4 post (2 signs per post)	9	ea	\$425.00	\$3,825.00
F02		Permanent street name sign on post w/ stop sign (2 street signs on post)	9	ea	\$200.00	\$1,800.00
F03		Stop sign on U-Flanged post	9	ea	\$395.00	\$3,555.00
F04		Stop Bar - painted	9	ea	\$285.00	\$2,565.00
F05		No parking signs (RB-51) on U-Flanged post	50	ea	\$385.00	\$19,250.00
F06		Dead end barricade, with Checkered Board sign on post OPSD 973.130 with Wa-8 and Wa-33L at sidewalk	1	ea	\$1,200.00	\$1,200.00
F07		Unassumed road sign on 4x4 wood post, incld removal	4	ea	\$550.00	\$2,200.00
F08		Flush and CCTV Inspection of storm and sanitary for preliminary acceptance/maintenance period (after base asphalt and curb is placed), this also includes services to Property Line.	1	ea	\$125,000.00	\$125,000.00
F09		Flush and CCTV Inspection of storm and sanitary as part of preparation to surface asphalt (main only)	1	ea	\$35,000.00	\$35,000.00
F10		Flush and CCTV inspection of storm and sanitary for final acceptance (main only)	1	ea	\$35,000.00	\$35,000.00
F11		Clean catchbasins/DICB's for preliminary acceptance/maintenance period	45	ea	\$80.00	\$3,600.00
F12		Clean manholes, CBMH, DCMH for preliminary acceptance/maintenance period	68	ea	\$70.00	\$4,760.00
F13		Clean catchbasins/DICB's for final acceptance	45	ea	\$80.00	\$3,600.00
F14		Clean manholes for final acceptance	68	ea	\$70.00	\$4,760.00
F15		Pond cleaning and dredging prior to preliminary acceptance/maintenance period	1	ea	\$18,000.00	\$18,000.00
F16		Pond cleaning and dredging prior to final assumption	1	ea	\$17,000.00	\$17,000.00
F17		Sediment fence repair	30	hr	\$200.00	\$6,000.00
F18		Dewatering (less then 400,000 l per day)	1	ea	\$6,000.00	\$6,000.00
F19		Soakaway pits as per detail on DET-5	32	ea	\$1,985.00	\$63,520.00
F20		Infiltration trench 3.0m x 40.0mx 1.0m on Blk 146	1	ea	\$13,200.00	\$13,200.00
F21		Infiltration trench 0.8m x 100.0m x 1.0m on lots 77 - 85	1	ea	\$11,000.00	\$11,000.00
F22		Infiltration trench 1.1m x 50.0m x 1.0m on lots 44- 46 and 76	1	ea	\$6,140.00	\$6,140.00
F23		Infiltration trench 1.0m x 50.0m x 1.0m on lots 86-89	1	ea	\$6,140.00	\$6,140.00
F24		4.0m wide pond maintenance access road to Forebay as per detail B-B on PSEC-1	70	m	\$350.00	\$24,500.00
F25		2.5m wide asphalt walkway as per Section D-D on PSEC-1	90	m	\$145.00	\$13,050.00
F26		4.0m wide access/walkway as per Section F-F on PSEC-1	155	m	\$285.00	\$44,175.00
F27		Double Swing Gate at walkways and access road as per details on drawing DET-2	4	ea	\$6,725.00	\$26,900.00
F28		Temporary mailbox pad	1	ea	\$1,100.00	\$1,100.00
F29		Removal of temporary mailbox pad and installation of permanent mailbox pad	1	ea	\$1,600.00	\$1,600.00
<b>Total of Part F: Miscellaneous</b>						<b>\$504,440.00</b>



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

### CULTURAL MOMENT FOR FEBRUARY CELEBRATES ROBERT MACDONALD

After a life of contributions to his community, Robert Macdonald passed away in January 2022. Having spent his younger years on a dairy farm near Inglewood and later raising purebred Angus cattle, Robert's dedication to agriculture continued throughout his life. Following his move to a farm near Arthur in 1973, his family bred, raised, and exhibited champion purebred horses and ponies.

Agriculture interests occupied other aspects of Robert's life. He participated in Junior Farmers, serving as President of the Peel County organization in 1962. As well he became a 4-H Leader. After working in manufacturing with companies such as General Steel Wares, Robert took a position at the Arthur Recreational Centre and joined the Agricultural Society. This led to his involvement in Arthur's Fall Fair, where he contributed to its great success as one of the remaining true agricultural fairs in the province.

Robert's interests and participation in the community branched out to other aspects of rural culture. He worked with Little Theatre and passed on his life experience to youths through the Big Brothers and Cubs. Other organizations such as the Opportunity Shop and the Horticultural Society received his support.



One of Robert's most appreciated contributions was to local history. He joined the Arthur and Area Historical Society from its beginnings. He rarely missed a meeting, helping members focus on conducting them well. Robert was often available to assist visitors during Wednesday afternoon opening hours. He shared his memories and ideas with anyone who came.

Robert regularly attended the annual meetings of the Wellington County Historical Society, bringing greetings from Arthur and Area, reporting back so that the Society was kept up to date. During his busy time at the Fall Fair, he always took care of the Society's display needs.



Robert's love of local agricultural history showed in the farming artifacts he contributed to the Historical Rooms displays. He joined in the work of preserving and reviving the Kenilworth Lynes Blacksmith shop, as part of the development of local tourism initiatives. His most recent work was with the Wellington North Cultural Roundtable, where he represented the Agricultural Society.

Robert Macdonald's most lasting gift was reminding everyone to retain those aspects of our rural past that laid the foundation of this close-knit community. As we mourn his passing, we also honor his dedication to our local way of life.

Submitted by Gail Donald Wellington North Cultural Roundtable

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

**BY-LAW NUMBER 023-22**

**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  
FEBRUARY 7, 2022**

**WHEREAS** Section 5 of the Municipal Act, S.O. 2001 c.25 (hereinafter called "the Act") provides that the powers of a Municipal Corporation shall be exercised by its Council;

**AND WHEREAS** Section 5(3) of the Act states, a municipal power, including a municipality's capacity, rights, powers and privileges under Section 9, shall be exercised by by-law, unless the municipality is specifically authorized to do otherwise;

**NOW THEREFORE** the Council of The Corporation of the Township of Wellington North hereby **ENACTS AS FOLLOWS**:

1. The action of the Council of the Corporation of the Township of Wellington North taken at its meeting held on February 7, 2022 in respect of each motion and resolution passed and other action taken by the Council of the Corporation of the Township of Wellington North at its meeting, is hereby adopted and confirmed as if all such proceedings were expressly embodied in this By-law.
2. That the Mayor and the proper officials of the Corporation of the Township of Wellington North are hereby authorized and directed to do all things necessary to give effect to the action of the Council of the Corporation of the Township of Wellington North referred to in the proceeding section hereof.
3. The Mayor and the Clerk are authorized and directed to execute all documents necessary in that behalf and to affix thereto the Seal of the Corporation of the Township of Wellington North.

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

\_\_\_\_\_  
**ANDREW LENNOX MAYOR**

\_\_\_\_\_  
**KARREN WALLACE, CLERK**