THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH AGENDA OF REGULAR COUNCIL MEETING – APRIL 25, 2022 at 7:00 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/89480934821

Or join by phone:

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

Webinar ID: 894 8093 4821

PAGE NUMBER

CALLING TO ORDER

ADOPTION OF THE AGENDA

Recommendation:

THAT the Agenda for the April 25, 2022 Regular Meeting of Council be accepted and passed.

DISCLOSURE OF PECUNIARY INTEREST

AWARDS, DECLARATION, RECOGNITION

Mayor's Proclamation: Volunteer Week 001

COUNTY COUNCIL UPDATE

Andrew Lennox, Mayor

RECESS TO MOVE INTO PUBLIC MEETING

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North recess the April 25, 2022 Regular Meeting of Council for the purpose of holding a Public Meeting under the Planning Act:

· Kyle Woods, Zoning Amendment

RESUME REGULAR MEETING OF COUNCIL

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North resume the April 25, 2022 Regular Meeting of Council at : .

ADOPTION OF MINUTES OF COUNCIL AND PUBLIC MEETING

1. Regular Meeting of Council, Aril 11, 2022

002

2. Public Meeting, April 11, 2022

018

Recommendation:

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

BUSINESS ARISING FROM PREVIOUS MEETINGS OF COUNCIL

 April 11, 2022 Council Meeting re: deputation Markham Waterloo Mennonite Conference, Proposed Mennonite meeting house and Parochial Elementary School

"Council will revisit this matter to discuss how to facilitate a solution, and what it would look like"

ITEMS FOR CONSIDERATION

1. MINUTES

a. Arthur 150th Committee, April 4, 2022

022

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Arthur 150th Committee meeting held on April 4, 2022.

b. Mount Forest Business Improvement Association, April 12, 2022

026

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Mount Forest Business Improvement Association meeting held on April 12, 2022.

2. ECONOMIC DEVELOPMENT

a. Report EDO 2022-016 Growth, Housing & Development Public Information Meeting

028

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report EDO 2022-016 being an overview of the April 13th, Growth Housing & Development Public Information Meeting;

AND FURTHER that Council supports the staff recommendation to engage the community in a housing survey to help guide the Townships growth & housing efforts moving forward.

3. FINANCE

a. Vendor Cheque Register Report, April 19, 2022

032

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the Vendor Cheque Register Report dated April 19, 2022.

4. OPERATIONS

a. Report OPS 2022-016 being a report on the award of the Township's
 2022 sidewalk program

035

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report OPS 2022-016 being a report on the award of the Township's 2022 sidewalk program;

AND FURTHER THAT Council award the request for tender 5528-22 to C&G Concrete at a cost of \$108,625.90 plus applicable taxes;

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

b. Report OPS 2022-017 being a report on the award of the Domville Street reconstruction project

040

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report OPS 2022-017 being a report on the award of the Domville Street reconstruction project:

AND FURTHER THAT Council award the request for tender 5981-22 to Drexler Construction Limited at a cost of \$1,984,970.00 plus applicable taxes:

AND FURTHER THAT Council direct staff increase the budget associated with this project by \$75,000.00;

AND FURTHER THAT Council approve utilization of a combination of Waterwork Reserve Fund and Sanitary Sewer Reserve Fund, respectively, for any water / sewer related overage and unallocated 2022 Ontario Community Infrastructure Funds (OCIF) for any roads related overage to fund the gap between approved budget and actual costs;

AND FURTHER THAT Council authorize the Mayor and Clerk to sign any necessary agreements to execute this project.

5. ADMINISTRATION

a. Report CLK 2022-011 Being a report on Civil Marriage Solemnization Services

045

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report CLK 2022-011 being a report on Civil Marriage Solemnization Services;

AND FURTHER THAT Council authorizes the Mayor and Clerk to sign a by-law to amend By-law 070-18 to delegate the authority to provide marriage solemnization services within the Province of Ontario to Tasha Grafos;

AND FURTHER THAT Council authorizes the Mayor and Clerk to sign a by-law to amend Schedule A By-Law 117-21 being a by-law to establish fees and charges for various services provided by the municipality;

AND FURTHER THAT Council authorizes the Mayor and Clerk to sign a by-law to amend Schedule A By- 116-21 being a by-law to adopt a delegation of authority by-law wherein the Clerk or Designate is hereby delegated to amend the procedures in this by-law from time to time.

6. COUNCIL

a. Township of Southgate, Notice of Virtual Public Meeting concerning a proposed New Official Plan

054

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the Township of Southgate Notice of Virtual Public Meeting concerning a proposed New Official Plan.

b. Ken Thompson, President, Royal Canadian Legion Branch 134, Mount Forest, correspondence dated April 11, 2022, requesting approval for placing a tent in their parking lot to host a licensed music/beer tent in conjunction with the Mount Forest Fireworks Festival

055

Recommendation:

THAT the Council of the of the Corporation of the Township of Wellington North receive The Royal Canadian Legion, Branch #134, Mount Forest correspondence, dated April 11, 2022, requesting approval for placing a tent in their parking lot to host a licensed music/beer tent in conjunction with the Mount Forest Fireworks Festival:

AND FURTHER THAT the Council of the of the Corporation of the Township of Wellington North has no objection to The Royal Canadian Legion, Branch #134, Mount Forest application to the AGCO for a temporary extension to their current liquor license for the purpose of their participation in the Mount Forest Fireworks Festival community event on Friday, July 15, 2022 from 3:00 p.m. to 1:00 a.m.; Saturday, July 16, 2022

from 11:00 a.m. to 1:00 a.m.; and Sunday, July 17, 2022 from 12:00 p.m. to 10:00 p.m.

AND FURTHER that staff work with the RCL Branch 134 in submitting their request for a noise exemption and bring the request to a future meeting of Council:

AND FURTHER THAT staff work with the RCL Branch 134 in applying for a CIP grant for the cost of the permit fees.

c. Geoffrey Gladdy, Director, West Operations, Ministry of Transportation, correspondence dated April 20, 2022, regarding the Township of Wellington North 2022-23 Connecting Links Program project submission 056

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the correspondence dated April 20, 2022, from Geoffrey Gladdy, Director, West Operations, Ministry of Transportation, regarding the Township of Wellington North 2022-23 Connecting Links Program project submission.

IDENTIFICATION OF ITEMS REQUIRING SEPARATE DISCUSSION

ADOPTION OF ALL ITEMS NOT REQUIRING SEPARATE DISCUSSION

Recommendation:

THAT all items listed under Items For Consideration on the April 25, 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 046-22 being a by-law to authorize the sale of real property South Water Street being Part 1, 61R22145 Mount Forest, Wellington North, PIN: 71053-0049 (LT) (Michael and Amanda Metzger)

b. By-law Number 047-22 being a by-law to authorize the sale of real property South Water Street being Part 3 and 5, 1R 22145 Mount Forest, Wellington North, PIN: 71053-0049 (LT) (Margaret Reid)

Recommendation:

THAT By-law Number 046-22 and 047-22 be read a First, Second and Third time and enacted.

CULTURAL MOMENT

Celebrating Our Volunteers

078

CLOSED MEETING SESSION

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

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

Recommendation:

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

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

1. REPORTS

- HR 2022-002 being a report on a proposal regarding the Chief Administrative Officer (CAO) position
- 2. REVIEW OF CLOSED SESSION MINUTES
 - April 11, 2022
- 3. RISE AND REPORT FROM CLOSED MEETING SESSION

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North rise from a closed meeting session at <u>:</u> p.m.

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report HR 2022-002 being a report on a proposal regarding the Chief Administrative Officer (CAO) position:

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 April 11, 2022 Council Meetings.

CONFIRMING BY-LAW

079

Recommendation:

THAT By-law Number 048-22 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 April 25, 2022 be read a First, Second and Third time and enacted.

ADJOURNMENT

Recommendation:

THAT the Regular Council meeting of April 25, 2022 be adjourned at __: p.m.

MEETINGS, NOTICES, ANNOUNCEMENTS		
National Volunteer Week – Volunteering Is Empathy In Action	April 24 – 30, 2022	
Mount Forest Aquatics Ad-Hoc Advisory Committee – via video conference	Tuesday, May 3, 2022	7:00 p.m.
Wellington North Volunteer Appreciation Dinner – Arthur Community Centre	Thursday, May 5, 2022	5:00 p.m. to 7:00 p.m.
Regular Council Meeting – via video conference	Monday, May 9, 2022	2:00 p.m.
Recreation, Parks and Leisure Committee	Tuesday, May 10, 2022	4:00 p.m.
Regular Council Meeting – via video conference	Tuesday, May 24, 2022	7:00 p.m.

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

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

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







Mayors Proclamation : Volunteer Week

WHEREAS, 24 million Canadians give their time through formal or informal types of volunteering, contributing close to 5 billion volunteer hours per year; and

WHEREAS, volunteers in the Township of Wellington North mentor our children, support those feeling isolated, beautify our green spaces, and fundraise for our charitable organizations; and

WHEREAS, volunteers in the Township of Wellington North have stepped up during the COVID-19 pandemic to support families, friends, neighbors, and strangers, people standing up to systemic racism, and people sharing insights on how to create a more just and equitable society; and

WHEREAS, the Township of Wellington North's volunteers are individuals, families, workers, retirees, community members of all ages and backgrounds; and

WHEREAS, the collective result of the work done by our communities volunteers is that the Township of Wellington North is a more desirable place to live; and

WHEREAS, organizations in the Township of Wellington North that rely on volunteers include such fundamental organizations as the Louise Marshall Hospital, Cancer Patient Services, MF Community Pantry, Arthur FoodBank, Lynes Blacksmith Shop, MF Fireworks Festival, our Agricultural Societies, Historical Societies, Horticultural Societies, Lions Clubs, Optimist Clubs, Get-in-touch-for-hutch and many more, and

NOW, THEREFORE, I, *Andy Lennox*, Mayor of the Township of Wellington North do hereby proclaim April $24 - 30^{th}$, 2022, as National Volunteer Week, and urge my fellow citizens to recognize the crucial role played by volunteers in our community.

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH MINUTES OF REGULAR COUNCIL MEETING – APRIL 11, 2022 at 2:00 P.M. CLOSED SESSION TO FOLLOW OPEN SESSION

VIA WEB CONFERENCING https://www.youtube.com/watch?v=Af9jm-EIRjl

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 Operations: Matthew Aston

Development Technologist: Tammy Stevenson

Manager of Environment and Development Services: Corey Schmidt

Community Recreation Coordinator: Mandy Jones
Manager of Recreation Services: Tom Bowden
Human Resources Manager: Amy Tollefson
Economic Development Officer: Dale Small

Chief Building Official: Darren Jones

Director of Fire Services: Chris Harrow

Manager of Development Planning: Curtis Marshall

Planner: Matthieu Daoust

Township Engineer: Dustin Lyttle

CALLING TO ORDER

Mayor Lennox called the meeting to order.

ADOPTION OF THE AGENDA

RESOLUTION: 2022-107

Moved: Councillor McCabe Seconded: Councillor Burke

THAT the Agenda for the April 11, 2022 Amended Regular Meeting of Council be accepted and passed as amended to include Business Arising from Minutes, Notice of

Motion regarding review of the Fleet Policy.

CARRIED

DISCLOSURE OF PECUNIARY INTEREST

No pecuniary interest declared.

AWARDS, DECLARATION, RECOGNITION

2022 Senior of the Year Presentation to Kay Ayres

Mayor Andy Lennox, on behalf of The Honourable Raymond Cho, Minister for Seniors and Accessibility, The Honourable Elizabeth Dowdeswell Lieutenant Governor of Ontario and Council of the Township of Wellington North, presented the 2022 Senior of the Year Award to Kay Ayres.

PRESENTATIONS

- 1. Curtis Marshall, Manager of Development Planning, County of Wellington
 - Cannabis Production and Processing Land Use Study, Background Report

Mr. Marshall presented the Background Report: A Review of Cannabis Production and Processing as a Land Use. The purpose of this report is to provide the Township with background information on cannabis production and processing as a land use. The information presented in this report will assist with the further review of "Cannabis Production Related Uses" in the Township and the eventual development of recommended land use policies and regulations for Council's consideration.

On August 23, 2021 Council passed a resolution directing staff to undertake a study in respect of land use planning policies related to cannabis operations within the municipality with respect to noise, odour, water usage, security, traffic, etc. On September 27, 2021 an interim control by-law was approved and adopted for a one year period while a land use planning study was undertaken. The study is proposed to include four main phases: background review, review of policy options, public consultation, and final recommendations.

The background report included:

- Cannabis regulations and licensing
- Land use policy review
- Local planning policies
- Land use impacts and compatibility
- · Review of municipal approaches and best practices
- Future considerations and next steps
- Reference materials

RESOLUTION: 2022-108 Moved: Councillor Yake Seconded: Councillor Hern

THAT the Council of the Corporation of the Township of Wellington North receive the presentation provided by Curtis Marshall, Manager of Development Planning, County of Wellington, regarding Cannabis Production and Processing Land Use Study Background Report.

CARRIED

Direction was provided to Curtis Marshall, Manager of Development Planning at the County of Wellington to proceed to Phase 2-Review of Policy Options

RECESS TO MOVE INTO PUBLIC MEETING

RESOLUTION: 2022-108

Moved: Councillor Burke
Seconded: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North recess the April 11, 2022 Regular Meeting of Council for the purpose of holding a Public Meeting under the Planning Act:

- John Klassen, Zoning Amendment
- Mount Forest Lawn Bowling Club, Minor Variance

CARRIED

RESUME REGULAR MEETING OF COUNCIL

RESOLUTION: 2022-109 Moved: Councillor Hern Seconded: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North resume the

April 11, 2022 Regular Meeting of Council at 2:52 p.m.

CARRIED

DEPUTATIONS

- 1. Gerald Martin, Markham Waterloo Mennonite Conference
 - Proposed Mennonite meeting house and Parochial Elementary School

Steven Weber, Secretary for the Committee, explained that they have been looking for a suitable site around Arthur for three to five years and have experienced many challenges to obtaining a site. Four years ago they talked to James Coffey about land on Tucker Street; however, it was sold to a developer before they could get an agreement and site plan in place. During discussions with the Township Planner at the time, property owned by Paul Levine was discussed. They were able to come to a verbal agreement and had a lawyer draw up an agreement for about seven and a half acres to be severed however issues because of the County's Municipal Comprehensive Review (MCR) the process could not be advanced. In the mean time, Mr. Levine has accepted an offer from a Toronto developer. Another property under consideration was also sold to a developer. Pinehaven Holsteins would be willing to sell them land beside Ivan Armstrong Trucking on Line 2, but this land is outside of the urban boundary. A zone amendment would be required, and they requested that Council consider this, or they are open to any other location of which Council might be aware.

It was noted that an Official Plan amendment that would be required could not be considered at this time due to the ongoing MCR process. The Official Plan and Provincial guidelines would be involved; it is much easier to deal with in the urban boundary. Council cannot make the decision but can have influence on a decision.

This group has been looking for a site for some time and if there are no options to look outside the urban boundary that would provide some clarity. They have been told there will be no decisions on severances or anything related to the Official Plan until the MCR is complete. It won't be complete for some time, and they have lost those properties. The understanding that the only opportunity for what they are proposing is going to be in the urban boundary is at least something for them to work with. Lands in Arthur have become focused on residential development, making it difficult for them to find a location. Lands designated as future development, or excess lands, won't have decisions until the MCR is complete. They won't be able to find lands unless Council makes an effort with the County around severance applications and Official Plan amendments during the term of the MCR. Doing this could possibly lead to further requests and Council needs to consider how they feel about the preservation of prime

agricultural land. Applications would be looked at on a case-by-case basis. This is an important use for people that are a part of our community.

Concern was expressed about the safety of the location with a trucking business beside it. Community safety issues around schools have been reviewed previously. Line 2 would have less traffic than Wellington Road 14. A parochial school is a permitted use in the agricultural zone; however, a church is not.

Council will revisit this matter to discuss how to facilitate a solution, and what it would look like.

ADOPTION OF MINUTES OF COUNCIL AND PUBLIC MEETING

1. Regular Meeting of Council, March 21, 2022

RESOLUTION: 2022-110

Moved: Councillor Hern

Seconded: Councillor McCabe

THAT the minutes of the Regular Meeting of Council held on March 21, 2022 be

adopted as circulated.

CARRIED

BUSINESS ARISING FROM PREVIOUS MEETINGS OF COUNCIL

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

RESOLUTION: 2022-111

Moved: Councillor Burke
Seconded: Councillor Yake

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

AND FURTHER THAT the committee consist of

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

CARRIED

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

IDENTIFICATION OF ITEMS REQUIRING SEPARATE DISCUSSION

1f, 1g, 2d, 2e, 3a, 3d, 5b, 6a, 6b, 7d

ADOPTION OF ALL ITEMS NOT REQUIRING SEPARATE DISCUSSION

RESOLUTION: 2022-112

Moved: Councillor Hern
Seconded: Councillor Burke

THAT all items listed under Items For Consideration on the April 11, 2022 Council agenda, with the exception of those items identified for separate discussion, be approved and the recommendations therein be adopted:

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Saugeen Valley Conservation Authority February 17, 2022 Authority Meeting.

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Arthur 150 Committee meeting held on March 14, 2022.

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Maitland Valley Conservation Authority Members Meeting #1-22 held on January 6, 2022 and the Annual Meeting of the Membership #2-2022 held on February 16, 2022.

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 March 25, 2022.

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Wellington North Cultural Roundtable meeting held on March 24, 2022.

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Recreation, Parks and Leisure Committee meeting held on April 5, 2022.

THAT the Council of the Corporation of the Township of Wellington North, as recommended by the Recreation, Parks and Leisure Committee, direct staff to work in consultation with the Arthur Optimist Club on a report regarding the parameters of the multi-use court project including location, cost, size, utilities and next steps.

AND FURTHER THAT the report be brought to a future Recreation, Parks and Leisure Committee meeting for discussion.

THAT the Council of the Corporation of the Township of Wellington North, as recommended by the Recreation, Parks and Leisure Committee, endorse that the recreation administration assistant be directed to regularly report to the Mount Forest and District Sports Complex as the primary place of work.

THAT the Council of the Corporation of the Township of Wellington North receive Report DC Report 2022-013 being a report on Consent Application (Severance) B29-22 known as Part Lot 25, Concession 5 in the former Township of Arthur. AND FURTHER THAT the Council of the Township of Wellington North supports consent application B29-22 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 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
- THAT driveway access can be provided to the retained lands to the satisfaction of the local municipality.

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

THAT the Council of the Corporation of the Township of Wellington North receive Report DC 2022-014 being a report on Consent Application (Severance) B33-22 known as Part Lot 32, Concession 1, Divisions 3 in the Town of Mount Forest. AND FURTHER THAT the Council of the Township of Wellington North supports consent application B33-22 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 owners of PIN's 37298-0266, 71072-0114 and 71072-0005 (shown on the Sketch for Severance Application, Project No 21-9619 dated March 4, 2022) enter into an agreement apportioning future maintenance costs on the Campbell Drainage Works – B Drain; and the applicant shall provide a \$500.00 deposit to cover the cost of the re-apportionment of the above mentioned drain.

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

THAT the Council of the Corporation of the Township of Wellington North receive Report DC 2022-010 being a report on Archcon Group Inc., Site Plan Agreement – 773 Princess Street, Mount Forest;

AND FURTHER THAT Council authorizes the Mayor and Clerk to sign the By-law to enter into a Site Plan Agreement with Archcon Group Inc. in the form, or substantially the same form, as the draft Agreement;

AND FURTHER THAT the Mayor and the Clerk of the Corporation be authorized and directed to sign the Agreement on behalf of the Corporation.

THAT the Council of the Corporation of the Township of Wellington North receive Report EDO 2022-013 being a report on the Volunteer Engagement Program.

AND FURTHER THAT Council, approves the attached Press Release announcing Kay Ayres as the recipient of the Township of Wellington North Senior of the Year Award.

AND FURTHER THAT Council, in recognition of the important role that Volunteers, not-for-profit organizations and community groups play in our municipality, supports the Mayor's proclamation, proclaiming April 24-30, 2022, as National Volunteer Week, AND FURTHER THAT Council invites all volunteers in our community to join us on Thursday May 5th, 2022, from 5:00pm -7:00pm at the Arthur & Area Community Centre for a Volunteer Celebration dinner.

THAT the Council of the Corporation of the Township of Wellington North receive Report EDO 2022 – 014, being a report on the Employerone Survey as well as the April 13th Growth, Housing & Development Public Information Meeting.

THAT the Council of the Corporation of the Township of Wellington North receive the Vendor Cheque Register Report dated March 31, 2022.

THAT the Council of the Corporation of the Township of Wellington North receive Report OPS 2022-015 being a report on the award of a valve turning trailer; AND FURTHER THAT Council award the supply of the new valve turning trailer to Wachs Canada Ltd. at a cost of \$99,877.50 plus applicable taxes; AND FURTHER THAT Council authorize the Director of Operations, or their designate, to sign any agreements necessary to make the purchase.

THAT the Council of the Corporation of the Township of Wellington North receive the Crime Stoppers Guelph Wellington Newsletter, Spring 2022 CSGW News.

THAT the Council of the Corporation of the Township of Wellington North receive the Ministry of Municipal Affairs and Housing, correspondence dated March 24, 2022, regarding Phase 2 Consultation on Urban River Valleys to Grow the Greenbelt: Proposed amendments to the Greenbelt Plan (2017) and Greenbelt Area Boundary Regulation (O. Reg 59/05) and Ideas for Adding more Urban River Valleys to the Greenbelt.

THAT the Council of the Corporation of the Township of Wellington North receive the information regarding the 2022 Municipal Election Candidate Information Workshop: Thinking of Running for Council? being held on April 21 2022.

THAT the Council of the Corporation of the Township of Wellington North receive the correspondence from the Ministry of Municipal Affairs and Housing, dated March 31, 2022, regarding More Homes for Everyone Plan.

THAT the Council of the Corporation of the Township of Wellington North receive the PIN The People and Information Network, media release dated April 1, 2022 regarding 'The Value of Volunteerism and Building Forward Together'.

THAT the Council of the Corporation of the Township of Wellington North receive the correspondence from Steven Ramjass, Steward Logistics, on behalf of Shared Tower Inc., dated February 14, 2022, regarding Proposed New Telecommunications Tower Installation, 6832 Wellington Road 109, Kenilworth, ON NOG 2E0, File No. STC0234 – Teviotdale

THAT the Council of the Corporation of the Township of Wellington North have no objections to the proposed tower or tower location at 6832 Wellington Road 109, Kenilworth, ON N0G 2E0, by Steward Logistics, on behalf of Shared Tower Inc., File No. STC0234 – Teviotdale

THAT the Council of the Corporation of the Township of Wellington North receive the correspondence from the Ministry of Municipal Affairs and Housing, dated April 6, 2022 regarding MMAH Orders Reopening Ontario Act

CARRIED

CONSIDERATION OF ITEMS FOR SEPARATE DISCUSSION AND ADOPTION

RESOLUTION: 2022-113

Moved: Councillor Burke
Seconded: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Mount Forest Aquatics Ad-Hoc Advisory Committee meetings held on February 8, 2022 and March 1, 2022.

CARRIED

RESOLUTION: 2022-114

Moved: Councillor McCabe Seconded: Councillor Hern

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Recreation, Park and Leisure Committee Meeting held on March 8,

2022. CARRIED

Councillor Hern noted that she and Al Rawlins were not guests at the March 8, 2022 Recreation, Park and Leisure Committee meeting.

RESOLUTION: 2022-115

Moved: Councillor McCabe Seconded: Councillor Hern

THAT the Council of the Corporation of the Township of Wellington North, as recommended by the Recreation, Parks and Leisure Committee, award the Ice Resurfacer project to Resurfice Corp. at a cost of \$92,000 plus applicable taxes;

AND FURTHER THAT the Council of the Township of Wellington North authorize the Director of Operations, or their designate, to sign any necessary agreements in order to make this purchase;

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

CARRIED

RESOLUTION: 2022-116

Moved: Councillor McCabe Seconded: Councillor Hern THAT the Council of the Corporation of the Township of Wellington North, as recommended by the Recreation, Parks and Leisure Committee, direct staff to create a new, full-time, permanent role within recreation with duties including landscaping, trail maintenance and arena coverage and begin recruitment immediately. CARRIED

RESOLUTION: 2022-117

Moved: Councillor Hern
Seconded: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North receive the Planning Report prepared by Matthieu Daoust, Planner, County of Wellington, dated April 5, 2022, regarding Redline Revision Draft Approved Plan of Subdivision – 23T20202 at 321 Domville St., Arthur, Cachet Developments.

CARRIED

RESOLUTION: 2022-118

Moved: Councillor Yake
Seconded: Councillor McCabe

THAT Council support the Redline Revision Draft Approved Plan of Subdivision – 23T20202 at 321 Domville St., Arthur, Cachet Developments.

CARRIED

RESOLUTION: 2022-119
Moved: Councillor Burke
Seconded: Councillor Yake

THAT the Council of the Corporation of the Township of Wellington North receive the Planning Report prepared by Matthieu Daoust, Planner, County of Wellington, dated April 6, 2022 regarding Redline Revision Draft Approved Plan of Subdivision – 23T18004, London Road North, Mount Forest, 2574574 Ontario Inc. – Brad Wilson. CARRIED

RESOLUTION: 2022-120

Moved: Councillor McCabe Seconded: Councillor Hern

THAT Council support the Redline Revision Draft Approved Plan of Subdivision – 23T18004, London Road North, Mount Forest, 2574574 Ontario Inc. – Brad Wilson. CARRIED

RESOLUTION: 2022-121 Moved: Councillor Burke Seconded: Councillor Yake

THAT the Council of the Corporation of the Township of Wellington North receive Report EDO 2022-012 being a report on the Grants & Donations Community Development Program.

CARRIED

RESOLUTION: 2022-122 Moved: Councillor Burke Seconded: Councillor Hern

THAT the Council of the Corporation of the Township of Wellington North, in recognition of the important role that not-for-profit organizations and community groups play in our municipality, approve the recommendation to advance \$44,564.99 in grants to a total of 31 organizations as outlined in Report EDO 2022-012. CARRIED

Council directed staff to work with Public Health and the County regarding the waiving of fees for vaccination clinics and bring a report to a future meeting.

RESOLUTION: 2022-123 Moved: Councillor Burke Seconded: Councillor Hern

THAT the Council of the Corporation of the Township of Wellington North receive the Saugeen Connects, Media Release, April 4, 2022, Saugeen Connects launches 3rd Annual Summer Start Up Program, a Chance for Youth to Receive Grants to Try Entrepreneurship.

CARRIED

Moved: Councillor Burke Seconded: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North receive Report OPS 2022-011 being a report on the 2022 sanitary allocations;

AND FURTHER THAT Council review and adopt the 2022 Reserve Capacity Calculations for Arthur and Mount Forest as prepared by Triton Engineering Services Limited dated April 4, 2022;

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

- Cachet Developments (Arthur) Inc. 59 units
- Deer Ridge Heights Inc. 75 units

AND FURTHER THAT Council award ten (10) units of sewage allocation to the Building Department for distribution for infill lots within the Arthur;

AND FURTHER THAT Council award zero (0) units of sewage allocation to the Building Department for distribution during the next year for infill lots within Mount Forest.

AND FURTHER THAT Council authorize the Mayor and Clerk to sign a by-law to enter into the agreements;

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

RESOLUTION: 2022-124

Moved: Councillor McCabe Seconded: Councillor Hern

THAT resolution on Report OPS 2022-011 being a report on the 2022 sanitary

allocations be amended by adding:

THAT Council of the Corporation of the Township of Wellington North enter into a sewage allocation agreement with Cachet Developments (Arthur) Inc. for an additional 21 units this year.

DEFEATED

RESOLUTION: 2022-125

Moved: Councillor McCabe Seconded: Councillor Hern

THAT resolution on Report OPS 2022-011 being a report on the 2022 sanitary allocations be amended by adding:

That the Council of the Corporation of the Township of Wellington North allocate Cachet Developments (Arthur) Inc. 60 sewage units in 2022 and further allocate 98 units in 2023.

CARRIED

RESOLUTION: 2022-126

Moved: Councillor Burke
Seconded: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North receive

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

AND FURTHER THAT Council review and adopt the 2022 Reserve Capacity
Calculations for Arthur and Mount Forest as prepared by Triton Engineering Services
Limited dated April 4, 2022;

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

- Cachet Developments (Arthur) Inc. 60 units in 2022
- Cachet Developments (Arthur) Inc. 98 units in 2023
- Deer Ridge Heights Inc. 75 units

AND FURTHER THAT Council award ten (10) units of sewage allocation to the Building Department for distribution for infill lots within the Arthur;

AND FURTHER THAT Council award zero (0) units of sewage allocation to the Building Department for distribution during the next year for infill lots within Mount Forest.

AND FURTHER THAT Council authorize the Mayor and Clerk to sign a by-law to enter into the agreements;

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

RESOLUTION: 2022-127

Moved: Councillor Hern

Seconded: Councillor McCabe

THAT the April 11, 2022 Regular Meeting of the Council of the Corporation of the Township of Wellington North be extended past the four (4) hours curfew as set out in Section 23.1 of By-law Number 111-21 being the Procedure By-law for governing the calling, place and proceedings of meetings of Council and its Committees.

CARRIED

RESOLUTION: 2022-128

Moved: Councillor Burke
Seconded: Councillor Hern

THAT Council direct staff to invite the developer's contained within this report, who have submitted an application for sewage allocation but do not meet the submission requirements, be provided a request for deputation form in order that they may discuss with Council the details / merits of their project.

AND FURTHER THAT Council waive the clause 29.3 in the Procedure By-law 111-21 that provides the number of deputations shall be limited to two (2) at any meeting for developer's who wish to deputation regarding sewage allocation applications. DEFEATED

Council directed staff to bring a report regarding policy options for managing rate of growth to a future council meeting.

RESOLUTION: 2022-129 Moved: Councillor Burke Seconded: Councillor Hern

THAT the Council of the Corporation of the Township of Wellington North receive Report CLK 2022-010 being a report on Municipal and School Board Elections Signs guidelines;

AND FURTHER THAT Council endorses the municipal election sign policy for the Township of Wellington North;

AND FURTHER THAT Council authorizes the Mayor and Clerk to sign a by-law to amend By-Law 117-21 Schedule A to establish fees and charges for various services provided by the municipality.

CARRIED

RESOLUTION: 2022-130

Moved: Councillor McCabe Seconded: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North receive Report CAO 2022-002 Post Pandemic Council Meeting Format;

AND FURTHER THAT the Council of the Township of Wellington North authorizes the Clerk and Clerks Department to implement in phases the necessary provisions, policies and technology required to host hybrid meetings that will allow for in-person, simultaneous virtual participation, and live streaming of Council meetings when the technology has been installed;

AND FURTHER THAT Municipal Modernization funds be authorized to cover costs associated with implementing hybrid meetings.

CARRIED

RESOLUTION: 2022-131 Moved: Councillor Hern Seconded: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North receive the correspondence from John Nater, MP Perth-Wellington and Randy Pettapiece, MPP Perth-Wellington, dated March 29, 2022 regarding fundraising capabilities of municipalities and service clubs and use of proceeds of lotteries.

CARRIED

NOTICE OF MOTION

No notice of motion tabled.

COMMUNITY GROUP MEETING PROGRAM REPORT

No community group meeting program reports tabled.

BY-LAWS

- a. By-law Number 038-22 being a by-law to authorize a contract for Queen Street East reconstruction and Page Street storm sewer between The Corporation of the Township of Wellington North and Cox Construction Limited (schedule to by-law available in Clerk's office on request)
- b. By-law Number 039-22 being a by-law to authorize a Sewage Allocation Agreement between The Corporation of the Township of Wellington North and Archcon Group Inc.
- c. By-law Number 040-22 being a by-law to authorize the execution of an agreement between Her Majesty The Queen In Right Of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs and the Corporation of The Township of Wellington North (Rural Economic Development Program Mount Forest Street Scaping Project)
- d. By-law Number 041-22 being a by-law to repeal superseded by-laws
- e. By-law Number 042-22 being a by-law to appoint a Director of Finance/Treasurer for The Corporation of the Township of Wellington North and repeal 085-17
- f. By-law Number 043-22 being a by-law to authorize a Site Plan Agreement with Archcon Group Inc.

RESOLUTION: 2022-132

Moved: Councillor McCabe Seconded: Councillor Burke

THAT By-law Number 038-22, 039-22, 040-22, 041-22, 042-22 and 043-22 be read a

First, Second and Third time and enacted.

CARRIED

CULTURAL MOMENT

Celebrating Arthur: 150 Years

This 2022 Canada Day weekend, the village of Arthur will celebrate 150 years of incorporation.

The site that became Arthur was established at the northern end of the Six Nations Land Grant set by the Jones Baseline survey in 1792. Eighty years later, Arthur village entered the railroad age just as it began incorporation. The end of 1871 and beginning of 1872 brought freight and passenger trains through the area, allowing for growth from a widespread rural settlement into a thriving community. The addition of telephone service in 1891 further connected Arthur with the wider world.

By this time immigration of Eastern and Western Europeans, particularly Ireland, the British Isles and Germany, served to build the village's population and expand businesses and services needed to serve the area. Much later the devastation of World War II brought waves of immigrants from countries like Holland and Italy. In the 21st Century, Arthur has welcomed more diversity among those families who enjoy their homes in the village after workdays in large urban centres. And their children can flourish in a place closer to nature.

From its beginning Arthur proved to be the heart of its rural area. Saturdays were the time for residents and farm families to conduct business, catch up on the news, perhaps attend the latest horse races, and enjoy a weekly break. Farmers who supplied milk and cream to the Wellington County Creamery picked up the checks which paid for necessaries and small indulgences.

The arduous work of carving out family farms and building successful village businesses established traditions of both self-reliance and service to others. While preserving individuality, the residents of Arthur are ready to support fellow citizens. This has always been a village of volunteers through service clubs, churches, schools, sports, and numerous other ways.

Long before its designation as "Canada's Most Patriotic Village" Arthur's residents rallied to the call from the British mother country to give sons and daughters to wars across the ocean. The Boer war and the "war to end all wars" brought deeds of heroism and daily tragedy for every Arthur resident. In World War II the acts of bravery and sacrifice continued. One hundred and fifty years into Arthur's incorporation, dedication to the protection of lives and freedom continues to inform the village's identity.

In 2022, the foundations on which Arthur was built continue to sustain this community: hard work, support for one's neighbour, resourcefulness, and respect for our history. The planned celebration embodies all these qualities. We can be assured that the citizens of Arthur will safeguard them for the next 150 years.

Submitted by Gail Donald, Wellington North Cultural Roundtable

CLOSED MEETING SESSION

Council recessed the meeting at 6:25 p.m. for a five-minute break and reconvened at 6:30 p.m.

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

(k) a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board. 2001, c. 25, s. 239 (2); 2017, c. 10, Sched. 1, s. 26.

RESOLUTION: 2022-133

Moved: Councillor Hern
Seconded: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North go into a meeting at 6:31 p.m. that is closed to the public under subsection 239 (2) of the Municipal Act, 2001, specifically:

(k) a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board. 2001, c. 25, s. 239 (2); 2017, c. 10, Sched. 1, s. 26.

CARRIED

1. REPORTS

- CAO 2022-001 Managed Service Provider (MSP) IT Requirements & Replacement
- CAO recruitment, 3rd party consultant discussion
- 2. REVIEW OF CLOSED SESSION MINUTES
 - March 21, 2022
- 3. RISE AND REPORT FROM CLOSED MEETING SESSION

RESOLUTION: 2022-134

Moved: Councillor Burke
Seconded: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North rise from a closed meeting session at 6:45 p.m.

CARRIED

RESOLUTION: 2022-135 Moved: Councillor Yake Seconded: Councillor Hern

THAT the Council of the Corporation of the Township of Wellington North receive Report CAO 2022-001 Managed Service Provider (MSP) IT Requirements & Replacement;

AND FURTHER THAT Council approve the confidential direction to staff. CARRIED

RESOLUTION: 2022-136

Moved: Councillor McCabe Seconded: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North receive the

CAO recruitment, 3rd party consultant discussion.

AND FURTHER THAT Council approve the confidential direction to staff.

CARRIED

RESOLUTION: 2022-137 Moved: Councillor Hern Seconded: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North approve the

Closed Meeting Minutes of the March 21, 2022 Council Meeting

CARRIED

CONFIRMING BY-LAW

RESOLUTION: 2022-138

Moved: Councillor McCabe Seconded: Councillor Burke

THAT By-law Number 044-22 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 April 11, 2022 be read a First, Second and Third time and enacted.

CARRIED

ADJOURNMENT

RESOLUTION: 2022-139 Moved: Councillor Hern Seconded: Councillor Yake

THAT the Regular Council meeting of April 11, 2022 be adjourned at 6:47 p.m.

CARRIED

MAYOR	CLERK

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH PUBLIC MEETING MINUTES – APRIL 11, 2022 @ 2:00 P.M.

VIA WEB CONFERENCING https://www.youtube.com/watch?v=Af9jm-EIRjI

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 Operations: Matthew Aston

Development Technologist: Tammy Stevenson

Manager of Environment and Development Services: Corey Schmidt

Community Recreation Coordinator: Mandy Jones

Manager of Recreation Services: Tom Bowden
Human Resources Manager: Amy Tollefson
Economic Development Officer: Dale Small
Chief Building Official: Darren Jones

Director of Fire Services: Chris Harrow
Manager of Development Planning: Curtis Marshall

Planner: Matthieu Daoust

Township Engineer: Dustin Lyttle

CALLING TO ORDER - Mayor Lennox

Mayor Lennox called the meeting to order.

DISCLOSURE OF PECUNIARY INTEREST

No pecuniary interest declared.

OWNERS/APPLICANT

John & Helena Klassen

LOCATION OF THE SUBJECT LAND

The land subject to the proposed amendment is described as Part Park Lot 8, and has frontage on Wellington Rd 109, Geographic Arthur Township. The portion of the property subject to the proposed amendment is approximately 0.49 ha (1.21 ac) in size.

PURPOSE AND EFFECT OF THE APPLICATION

The purpose and effect of the proposed amendment is to rezone a portion of the subject lands to permit a single detached dwelling on the property. The property is currently zoned Highway Commercial with a site specific provision (C2-14) which permits tourist commercial uses. The subject lands are currently vacant. Additional relief may be considered at this meeting.

NOTICE

Notices were mailed to property owners within 120 m of the subject property as well as the applicable agencies and posted on the subject property on March 11th, 2022.

PRESENTATIONS

Matthieu Daoust, Planner, County of Wellington, Township of Wellington North
 Planning Report dated March 10, 2022

PLANNING OPINION

The purpose of this zoning amendment is to rezone the subject lands from Highway Commercial Exception (C2-14) Zone to Unserviced Residential (R1A) Zone to permit a single detached dwelling on the property.

Grand River Conservation Authority (GRCA) Staff have identified a significant slope and hazard lands on the subject property. GRCA staff have requested the completion of a geotechnical report before they can provide a final recommendation on the zone change request.

The purpose of this report is to provide the Township with an overview of the above referenced application and provide the comments received to date.

INTRODUCTION

The property subject to the proposed amendment is described as Part Park Lot 8, and has frontage on Wellington Rd 109, Arthur. The portion of the property subject to the proposed amendment is approximately 0.49 ha (1.21 ac) in size and is currently vacant.

PROPOSAL

The purpose and effect of the proposed amendment is to rezone a portion of the subject lands to Unserviced Residential (R1A) to permit a single detached dwelling on the property. The property is currently zoned Highway Commercial with a site-specific provision (C2-14) which permits tourist commercial uses and an accessory single detached dwelling.

ADJACENT PROPERTY

In august 2018, the abutting parcel at 7840 Wellington Rd 109 received zoning approval to permit a single detached residential dwelling on private services. This zoning By-law Amendment rezoned the subject lands from Highway Commercial Exception (C2-14) zone to Unserviced Residential (R1A) zone.

PROVINCIAL POLICY STATEMENT (PPS)

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

WELLINGTON COUNTY OFFICIAL PLAN

The property is within the Arthur Urban Centre and is designated Future Development and Core Greenlands. The objectives for areas designated Future Development are as follows:

- a) to provide for the orderly future development of the unbuilt areas of the Urban Centre:
- to limit development of such lands until an Official Plan Amendment including a proper site plan or concept plan for future uses has been submitted and approved;
- c) to prohibit any major development of these lands until the necessary municipal services can be made available to such areas.

The permitted uses within areas designated FUTURE DEVELOPMENT as illustrated on Schedule "A" of the Plan shall be limited to existing uses and the growing of crops including nursery and horticultural crops but does not include greenhouses. Consideration may be given to the creation of a new lot by consent provided such development is in accordance with the policies of this plan.

In regards to the Core Greenlands area, the comments of the Grand River Conservation Area should be considered by Council.

WELLINGTON NORTH ZONING BY-LAW

The subject lands are zoned Highway Commercial Exception (C2-14). Permitted uses in the C2-14 zone include tourist commercial uses and an accessory single detached dwelling. The subject lands are proposed to be rezoned to Unserviced Residential (R1A) to facilitate the construction of a single detached dwelling.

GRCA COMMENTS

Grand River Conservation Authority (GRCA) Staff have identified a significant slope and hazard lands on the subject property. GRCA staff have requested the completion of a geotechnical report and a site plan examining the erosion and steep slope on and adjacent to the site before they can provide a final recommendation on the zone change request.

CONCLUSION

Once the owner has had further discussion and addressed GRCA concerns, Planning Staff will bring a final report and draft By-law for Council's consideration.

CORRESPONDENCE FOR COUNCIL'S REVIEW

- Fred Natolochny, Superviser of Resource Planning North & South, Resource Planning, Grand River Conservation Authority
 - Letter dated April 1, 2022 (Recommends Deferral)

REQUEST FOR NOTICE OF DECISION

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

MAYOR OPENS FLOOR FOR ANY COMMENTS/QUESTIONS

Mr. Klassen was present to speak to the application. He has not received a response from the GRCA to his inquiry regarding the slope. Most of the property is not on a slope. The back end of the property is sloped with trees. There is no intention to do anything with the woodland. There is no slope where the building will be located.

COMMENTS/QUESTIONS FROM COUNCIL

Mayor Lennox asked if there were any other issues of concern from a planning perspective. Matthieu Daoust, Planner, explained that is the main issue and it is Council decision whether to approve, defer or deny. GRCA has provided these comments and requested this report. He has asked for an explanation on that point. The GRCA standpoint is that without that Geotech report to say if the steep slope is aggressive enough to get a house on site then they are not comfortable with the zone change that would allow a house on the site. They will not provide comments or concerns without that report.

RESOLUTION: 002-2022 Moved: Councillor McCabe Seconded: Councillor Burke THAT the Public Meeting of April 11, 2022 be adjourned at 2:41 pm. CARRIED

CLERK

ADJOURNMENT

MAYOR

Monday April 4, 2022: 7:00 pm - 8:30 pm

Attendance:

Faye Craig, Lynn Rawlins, Sue O'Donnell, Jeff McKee, Patti Emery, Marilyn Theurer, Ronda Smith, Keith Harris, Debbie Atkinson, Vivianne Macdonald, Brent Hurd, Bonny McDougall, Darlene Woods, Jamie Cox.

Banners

Patti and her husband (Dave) picked up the banners from the supplier in Mount Forest. Marilyn, Faye, Patti and Dave carried and unrolled the banners. The banners were on display in the Chamber office and the committee members were able to view them before the meeting started. All of the comments were favourable.

Buttons and T-Shirts

Patti and Marilyn have offered to label and bag the T-Shirts for pick up.

Facebook will be used to promote the sale and methods of payment for the shirts.

Patti received some instruction on how to accept E-transfers from the staff at the bank. Patti suggested giving people another method of payment for those who may not be comfortable with electronic payment. Patti will contact Dale to see if payment for the T-Shirts could be with either a cheque or cash.

Brent mentioned that E-transfers were the only method of payment for their Friday night concert and the ticket sales went very well with this method of payment.

Button delivery will be forthcoming.

Opening Ceremonies – Friday July 1 2022

11:00 a.m. in the Cenotaph. The letters to the invited guests will be tweaked and signed by Faye and ready to be mailed during the week of April 11 2022.

Registration and Meet and Greet – July 1, 2 and 3

Mary and Gerald Townsend will be the chair people. They will be in charge or coordinating the list of volunteers for the three day event.

Jeff asked the committee for topic suggestions for the Meet and Greet days.

Food Trucks

Patty expressed a concern from one of the food truck vendors. The concern was about a duplication of menu items being served at the three day event. Example: hot dogs and hamburgers being served side by side at one location. We want to give everyone a good location and yet at the same time giving the local restaurants a chance to supply meals too.

Food Trucks could be offered a spot on Charles Street or at the ball diamonds. Brent Hurd will report back to the committee once he finds out what food is being offered at the ball diamonds.

Lunch/Snack Booth

The local churches have been approached to provide a take-out lunch and beverage.

Darlene Woods and her team (Arthur United Church) have agreed to provide a sandwich, tart, coffee, tea or water for the cost of \$5.00 each. Lunch would be available from 11:00 am -2:00 pm. We are hoping the other churches will also volunteer to help out with the lunches.

The lunch would be available at the counter in the Community Centre. This area has coolers and counter space available. The take out lunch would be prepared on the premises.

Faye has spoken with Tom at Foodland about ordering a slab cake, with the 150 Celebration Logo.

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Historical Walk

Jeff is in charge of the walk. He will have some help from hosts and hostesses.

The Clydesdale Team shuttle service will be available on Saturday to shuttle people to and from the downtown area to the Arthur Community Centre.

Children's Events – Arthur Curling Club

Conner and Ronda are working on these events.

Planned events

Face Painting

Pony Rides

Peddle Tractors – owned by the Agricultural Society – the tractor event will be supervised by Rita Cudney, Betsy and Jack Benham.

More events will be added once they have been confirmed.

Children and Teen Art work

Patti continues to work with the school staff on trivia, the colouring sheets etc.

Jamie Cox will work with Patti and Eileen in regard to the artwork that will be done in the schools.

The topic of prizes to be awarded and the cost was brought forth and will need to be revisited before a decision can be made.

Debbie Atkinson will contact the Arthur Agricultural Society for permission to use their display boards for the children's art work.

Conner will prepare an estimate of total costs the children's events. Faye would like to present this to the ladies at Second Look. We are hoping Second Look will sponsor these projects.

Musashai has graciously offered to pay for the Pony Rides and the Petty Zoo.

They will arrange for sponsor signage. The sign will be posted during the Shop Local event as well as at the Curling Club.

Parade

Debbie has been in contact with Jennifer at the Upper Grand School Board office. Proof of insurance must be provided before the office can book the Arthur Public School parking lot for the starting point for the parade. Debbie has been in contact with Dale Small. Dale will arrange to send the documentation to the School Board. Once the papers have been signed Vivianne and Debbie can proceed with entry registration and the parade route plans.

Vivianne will contact the custodian at the school to make arrangements for recycling bins, access to water and a garbage can. Jamie Cox (teacher) has offered to help Vivianne with these arrangements. Vivianne has requested a small tent for a registration area. Faye put it on the list.

Shop Local – Saturday July 2 2022

Ronda is hoping to space out the vendors on George Street. This will avoid overcrowding and will be wise in case COVID restrictions are put back into place.

<u>Photo Boards</u> – Kathy Alexander and Eileen MacArthur will work together to prime, cut and paint the photo boards. Faye spoke with the site manager for the Queens and Sussmans. The manager has agreed to give us the skids that are in his parking lot at no charge. The skids will be used to prop up the photo boards. Debbie will speak with Carl about using the photo boards owned by the Arthur Agricultural Society.

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<u>Musical Entertainment</u> – The BIA and the Township of Wellington North will make the arrangements and will cover this cost.

Entertainment - Saturday July 2 2022

Petting Zoo – Municipal parking lot – further down the left hand side

Bounce Castle – Foodland parking lot

Candy floss - will be available for purchase

Beer Gardens – Behind the Arthur Post Office building – maybe some local musical entertainment - Brent (Optimist Club) told the committee the license request has been submitted by the Arthur Optimists and waiting approval.

Portable toilets and washing station

Food Vendors – Charles Street between George Street and Georgina Street

The Pentecostal Church paved parking lot will be reserved for the Food Vendors and the other parking lot on the far side of the church will be an eating area.

<u>Local Music Talent Show – Saturday July 2 2022</u>

Jeff continues to work on the list of entertainers for this event.

The Arthur Curling Club has agreed to take care of the door and the bar.

Fireworks – Sunday July 3 2022

Brent (Optimist Club) free will offering – Location - middle of the ball field and will begin at dusk.

Family Movie Night – Sunday July 3 2022

Get In Touch For Hutch will be in charge of this event.

Ball Hockey Tournament – Sunday July 3 2022

Conner is working on this event.

Participation Ribbons

Vivianne received a quote of \$350.00 for 1,000 ribbons. The Committee voted on white ribbons with red text. The 150 logo (minus the black colour) will be the same one that was used for the banners. The ribbon text will be discussed and approved. Vivianne will request the cost of shipping. Vivianne will place the order once approved.

Student Volunteers

Jamie Cox (Arthur Public School) grade 8 teacher has offered his assistance. He mentioned students have expressed interest in helping out with promotional material, art work etc. The students could use the volunteer hours and the hours should be worked by the end of June, which will be the end of the school year.

Brent Hurd (on behalf of the members of the Arthur Optimist service club) has offered their help.

<u>Pamphlets</u>

Jeff is compiling all of the events as they unfold into an Excel document. We are hoping the events will be confirmed by early June. Once the pamphlet is approved by the committee the PDF will be sent to the printer to be mass produced. The pamphlet will be available at registration.

BIA and Chamber

The Legion mural has been postponed and the 150 coin has been scrapped. The two groups will discuss The Shop Local event at their next meeting. Keith will give us an update at our next 150 meeting.

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Advertising

Fire Hall Sign: Faye will call the township office to book the 150 Celebration dates on the sign.

Community Poppy Project

Bonny McDougall gave us a short informational talk on the "Poppy Project". The project was started by St. John Anglican Church in Elora in 2021. The drape of crocheted poppies was put together and displayed at the church in time for Remembrance Day.

Bonny will be addressing the Arthur Legion for permission to proceed with this project. If approved the crocheted/knitted poppy drapes would be placed over the bridge at the town's entrance, the Legion railing, the Royal Bank railing, the David M. Kozinets Centre railing and the Cenotaph. Each poppy drape is approximately 4'x5' in length. Once the project is approved by the Legion, Bonny will contact members of the churches and ask for parishioners to participate in making the poppies so the drape can be constructed.

Bonny shared a copy of the patterns, the colours and brands of yarns that are need to complete each poppy. It would be nice to have the project displayed between June 30 and July 3rd in honour of the 150 Celebration. Bonny is hoping that people interested in participating will get working on completing the poppies in time for the 150 celebration.

The drapes would be removed after the three day event and be put back into place for Remembrance Day. Note: St John Anglican Church set a goal of 1,500 and they received over 7,000.

Lots of great ideas were once again exchanged. We look forward to our next meeting.

Next 150 meeting: Monday April 25 2022

David M. Kozinets Centre Historical Meeting Room 7:00 pm



Staff Report

To: Mayor and Members of Council Meeting of April 25th, 2022

From: Dale Small

Economic Development Officer

Subject: Report EDO 2022-016 Growth, Housing & Development Public Information Meeting

RECOMMENDATION

THAT the Council of the Corporation of the Township of Wellington North receive the Economic Development Officer report EDO 2022-016 being an overview of the April 13th, Growth Housing & Development Public Information Meeting,

AND FURTHER that Council supports the staff recommendation to engage the community in a housing survey to help guide the Townships growth & housing efforts moving forward.

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

EDO 2017-02 Jan. 9th, 2017; EDO 2017-10 Mar. 27th, 2017; EDO 2017-14 June 5th, 2017; EDO 2017-22 Oct. 10th, 2017; EDO 2018-02 Jan. 8th, 2018; EDO 2018-04 Feb 26th, 2018;

EDO 2021-19 July 12th, 2021; EDO 2022-10 Mar 21st, 2022

BACKGROUND

In 2017 Council recognized the importance of having a Growth Management Strategy to ensure community preparedness as well as the alignment of investment with land use, infrastructure, transportation, and community service. Our Community Growth Plan has set the stage for much of the framework staff and developers work with today and now, 5 years later, we have a very clear picture on where the planned growth will occur in our community and the investments necessary to get there.

A key component of the growth process is community and stakeholder consultation. Continuing our job as "Growth Ambassadors" our Growth, Housing & Development Public Information Session held on April 13th has enabled us to continue the discussion within the community as well as amongst staff and council and to further generate awareness on the pace of this growth in our community.

The information session was well attended, 70 people, including all WN council along with County Councillors Cork & O'Neill. The session opened with informal networking and registration starting at 5:30pm followed by the formal discussions at 6:00pm. A brief recap of the discussion follows and special thanks to Tasha Grafos for assisting with meeting preparation and note taking:

Mayor Lennox welcomed everyone to the community conversation and stressed the importance of their involvement. All interested parties need to be able to take part in the growth discussion, stressing that with this growth, there is a need to avoid the "boom and bust" scenario. The focus needs to remain on keeping the community healthy and allowing growth to become a part of the community.

Mayor Lennox also highlighted that employers are struggling to find employees and linked this to the housing crisis that is happening locally, provincially, and federally. The lack of affordable housing is an issue and there needs to be new ideas in what housing options are and not only focus on single family detached houses. Townhouses, secondary units, stacked houses and multi-residential units need to be explored and developed. The challenges are ensuring that we continue to maintain a community pride of place and achieve this growth and development at a sustainable pace.

CAO Mike Givens spoke about what the Township has done and what still needs to be done to prepare for growth. Council must be prepared to make difficult decisions about prioritizing which developments go first and why? The community, staff and developers deserve some level of certainty. Developers will always look to press their timelines, but once developments are prioritized stick to them, hold the developers to the timelines and don't waiver. Be united and committed to your growth vision.

Other areas to be pro-active include developing a *Transportation Master Plan* for vehicular and pedestrian traffic. Continue to focus on our business and industrial sectors in our communities including the preparation of an *Employment Land Development Strategy*. Township staff are working hard with County staff to ensure that not just the current vision but the 2051 vision of Wellington North reflects what we've heard from the council and the community. We are okay to grow but there is a limit.

Mike concluded that difficult decisions lay ahead that many could be anxious about. There is stress and pressure associated with growth and we all want to make the right decisions. The emphasis should be that we are all working for the same goals and should support each other

CBO Darren Jones suggested that while growth forecasts show WN growing by eighty households annually until 2041, based on what we see we will double that number for the next few years. In the past WN issued upwards to 200 building permits annually with half being agricultural. In the last few years, we have seen an unprecedented number of residential applications and despite the pandemic, in 2021 there were 364 building permits issued with almost all of these being for new residential units.

Darren also reminded everyone that the community voice during the 2017 Growth Plan discussions called for more attainable and rental housing. To accommodate, WN developed a strategy to promote these types of developments, by adding incentives into the 2018 & 2022 Development Charge By-Laws. We also amended zoning by-laws to reduce lot areas, frontages, and building setbacks, and to allow secondary suites/additional dwelling units all in an effort to promote additional types of housing options.

Darren also touched on one of our Growth Plan goals which is *Growth pays for Growth*. To support this goal, we have invested in asset management and development charge background studies that have identified those capital projects that are required as a result of the growth. Fees collected from these development projects then go to fund the majority of the capital projects required to accommodate the growth as opposed to being funded by the tax base. Additionally, during this same time, the Building Department has implemented a number of process efficiencies to streamline the development process.

Director of Operations Matt Aston spoke to the Sewage Allocation Policy. Reserve calculations are reviewed each year with 15% of available allocations awarded annually. Applications are reviewed and evaluated on objectives like purpose-built rental, central intensification area, and optimizing the use of existing municipal infrastructure. 391 units are currently uncommitted in Arthur and 785 in Mount Forest.

Matt also provided an overview of past & upcoming water and wastewater capital projects required in order to support the growth:

- 2018 Phase 2 Arthur Wastewater Treatment, increased 440 sewage allocation units
- 2021 Arthur Water Supply review. Arthur is currently supplied by three wells, another well is required
- Arthur will require a replacement water tower at the cost of \$3.7 Million (estimate as of 2020)
- Mount Forest will require a replacement water tower at the cost of \$5 Million (estimate as of 2021)
- Mount Forest WWTP will run out of capacity at some point in time and will need to be expanded
- Phase 3 Arthur Wastewater Treatment plant, cost unknown
- South Water Street Mount Forest Sanitary Pumping Station at a cost of \$900,000. (est.as of 2020)
- The installation of residential water meters, cost unknown

Jana Burns, Wellington Place Administrator and Head of Economic Development at the County, provided an overview of the County's role and some initiatives underway to support Housing in Wellington County. The median price for homes in the County has risen by more than 235% in the last five years. In Ontario over the past 10 years home prices have increased by 180% while incomes have only seen an increase of 38%.

Jana also stated that over the next decade, 7,500 workers will be needed across the County for replacement demand and 2,500 for growth demand. This is a 40% growth for workers in our area. Fastest growing sectors will be manufacturing, healthcare, construction, administrative and support services. Projections indicate over 30% of these workers will be needed in Wellington North.

Wellington County has introduced the *Make Wellington County Home* initiative, with the focus being on attainable housing. The campaign encourages the community to embrace and learn about new housing initiatives such as rentals in low-rise multi-unit buildings, townhouses, additional resident units, and converted industrial or commercial spaces. Additionally offering different ownership options, other than the traditional single detached, like condominiums, duplexes and triplexes, townhouses, and tiny homes on existing property. The following is a great overview of the Top 10 reasons why we need diverse housing options, and this was shared with everyone as part of the information package:



After the formal presentations ended at 6:45pm there was a time for questions and answers and then the formal session ended. Informal networking continued to 7:45pm. Topics in the formal question and answer period included:

- Development fees and in particular front ending of fees
- Increased population and potential impact on crime
- Plan for low income and social housing needs to be part of the discussion
- The period of time that the sewage allocations that were identified will cover
- With this growth is there a plan for traffic around our urban/downtown areas
- Streamlining the development process both municipally and provincially

CONCLUSION

We were very pleased with the attendance to this session and believe it achieved the goal to continue to lead the growth and housing discussions in our community. Participants were from a wide range of backgrounds and there was good engagement from both urban areas. Representation also included the general community as a whole along with our community service groups, BIA, Chambers of Commerce, local business community, development community, Health Care & Real Estate sectors and more.

In addition to the attendees who all received a copy of the information package at the meeting an additional ten copies were provided to others who had contacted the EDO indicating they were unable to attend but would like to receive the information. As there have been a small number of people (5) wondering whether or not an additional session will be held in Mount Forest council need to provide staff with direction as to whether or not another in-person session should be scheduled. If the direction is yes, a suggested date would be Thursday May 19th or 26th, prior to CAO Mike's departure.

The staff recommendation is to also follow-up the April 13th in-person meeting with a general housing survey to obtain additional community input to help guide the Township's efforts moving forward. Our intent will be to launch this survey for three weeks during May however this could change should council decide to host another in-person meeting. The input from this survey will be used to confirm our growth management goals and objectives and to obtain additional community input into opportunities and concerns.

As we continue the journey, the Community Growth Plan has been a good tool in helping our community adjust to the reality of the growth that is and will continue to occur for many years. Not everyone is supportive of growth and change but council and staff have done a good job in being ambassadors for this growth and for helping our community be ready. Along with this growth will come the opportunity to display what a welcoming community we are and that Wellington North really is a great place to work, live and raise a family.

STRATEGIC PLAN 2019 - 2022					
Do the report's recommendations align with our Strategic Areas of Focus?					
		□ N/A			
	Which priorit	ty does this rep	ort s	support?	
\boxtimes	Modernization an	d Efficiency		Partnerships	
\boxtimes	Municipal Infrastr	ucture		Alignment and Integration	
Prepared By:	Dale Small Eco	nomic Develop	omen	nt Officer Dale Small	
Recommended By:	Recommended By: Michael Givens, Chief Administrative Officer <i>Michael G</i>		ive Officer Michael Givens		

4/19/22

Township of Wellington North VENDOR CHEQUE REGISTER REPORT Payables Management

Cheque Number	Vendor Cheque Name	Cheque Date	Amount
78066	5053745 Ont Inc	4/06/22	\$2,000.00
78067	Bluewater Fire & Security	4/06/22	\$923.04
78067	Chalmers Fuels Inc	4/06/22	\$2,394.11
78069	Corporate Express Canada Inc.	4/06/22	\$261.37
78070	Go Evo	4/06/22	\$1,342.44
78071	Go Glass & Accessories	4/06/22	\$67.80
78072	Horrigan Overhead Doors 2019	4/06/22	\$8,927.00
78073	Louise Marshall Hospital Found	4/06/22	\$75.00
78074		4/06/22	\$303.80
78075	Mount Forest Fireworks Festiva	4/06/22	\$1,000.00
78076	Mount Forest Foodland	4/06/22	\$13.16
78077	The Murray Group Limited	4/06/22	\$1,545.43
78078	Petty Cash (General)	4/06/22	\$100.00
78079	Royal Bank Visa	4/06/22	\$2,105.62
78080	Sign Matters	4/06/22	\$3,616.28
78081		4/06/22	\$39.44
78082	Enbridge Gas Inc.	4/06/22	\$4,671.32
EFT0003377	Agrisan SC Pharma	4/06/22	\$4,997.14
EFT0003378	Artic Clear 1993 Inc.	4/06/22	\$44.00
EFT0003379	B & I Complete Truck Centre	4/06/22	\$119.96
EFT0003380	B M Ross and Associates	4/06/22	\$13,255.58
EFT0003381	Canada's Finest Coffee	4/06/22	\$16.50
EFT0003382	Canadian Safety Equipment	4/06/22	\$349.74
EFT0003383	City of Guelph	4/06/22	\$30,794.40
EFT0003384	Cordes Enterprise	4/06/22	\$791.00
EFT0003385	DeBoer's Farm Equipment Ltd.	4/06/22	\$796.39
EFT0003386	Eric Cox Sanitation	4/06/22	\$808.18
EFT0003387	Excel Business Systems	4/06/22	\$339.23
EFT0003388	FOSTER SERVICES/822498 ONT INC	4/06/22	\$779.70
EFT0003389	Frey Communications	4/06/22	\$549.34
EFT0003390	Hawthorne Security & Investiga	4/06/22	\$10,789.24
EFT0003391	Hort Manufacturing (1986) Ltd.	4/06/22	\$242.05
EFT0003392	Ideal Supply Inc.	4/06/22	\$66.81
EFT0003393	J J McLellan & Son	4/06/22	\$7,010.52
EFT0003394	Maple Lane Farm Service Inc.	4/06/22	\$533.51
EFT0003395	Mike Lucas	4/06/22	\$635.63
EFT0003396	North Wellington Co-op Service	4/06/22	\$713.95
EFT0003397	Saugeen Community Radio Inc.	4/06/22	\$911.91
EFT0003398	Shred All Ltd.	4/06/22	\$90.40
EFT0003399	Stephen Hale	4/06/22	\$1,666.75

Cheque Number	Vendor Cheque Name	Cheque Date	Amount
EFT0003400	STRONGCO LIMITED PARTNERSHIP	4/06/22	\$54.61
EFT0003401	Suncor Energy Inc.	4/06/22	\$14,418.56
EFT0003402	Superior Tire Sales & Service	4/06/22	\$151.20
EFT0003403	Symposium Technologies Inc.	4/06/22	\$1,152.60
EFT0003404	Teviotdale Truck Service & Rep	4/06/22	\$514.09
EFT0003405	Wellington Advertiser	4/06/22	\$340.13
EFT0003406	Wellington North Power	4/06/22	\$10,329.58
EFT0003407	Young's Home Hardware Bldg Cen	4/06/22	\$119.41
78083	Bluewater Fire & Security	4/13/22	\$1,126.53
78084	Broadline Equipment Rental Ltd	4/13/22	\$179.40
78085	Chalmers Fuels Inc	4/13/22	\$2,584.52
78086	Country Creations of Mt Forest	4/13/22	\$124.07
78087	Eastlink	4/13/22	\$945.94
78088	Farmers Plus Arthur	4/13/22	\$16.94
78089	Human Response Monitoring Cent	4/13/22	\$474.60
78090	Hydro One Networks Inc.	4/13/22	\$1,017.63
78091	Kronos Canadian Systems Inc.	4/13/22	\$1,129.99
78092	Michelin North America (Canada	4/13/22	\$6,694.75
78093	The Murray Group Limited	4/13/22	\$2,142.48
78094		4/13/22	\$1,900.00
78095	Eltherm Canada Inc	4/13/22	\$3,040.15
78096	Hydro One Networks Inc.	4/13/22	\$69.25
78097	Marquardt Farm Drainage Ltd	4/13/22	\$2,087.56
78098	Mount Forest Foodland	4/13/22	\$27.74
78099	Premier Equipment Ltd.	4/13/22	\$469.02
78100	Royal Bank Visa	4/13/22	\$873.31
78101	Staples Professional	4/13/22	\$1,759.07
78102	TD Wealth	4/13/22	\$842.12
78103	Tom Shupe Plumbing & Heating	4/13/22	\$2,180.90
78104	Enbridge Gas Inc.	4/13/22	\$4,695.41
78105	Waste Management	4/13/22	\$1,258.04
78106	Wellington Sheet Metal Ltd.	4/13/22	\$52,627.49
78107	Workplace Safety & Ins Board	4/13/22	\$8,999.67
EFT0003408	ALS Laboratory Group	4/13/22	\$481.84
EFT0003409	Arthur Home Hardware Building	4/13/22	\$365.02
EFT0003410	CARQUEST Arthur Inc.	4/13/22	\$525.58
EFT0003411	Carson Supply	4/13/22	\$1,267.92
EFT0003412	Clark Bros Contracting	4/13/22	\$5,254.50
EFT0003413	Darroch Plumbing Ltd.	4/13/22	\$813.60
EFT0003414	Delta Elevator Co. Ltd.	4/13/22	\$926.74
EFT0003415	Fire Marshal's Public Fire Saf	4/13/22	\$100.00
EFT0003416	FOSTER SERVICES/822498 ONT INC	4/13/22	\$900.05
EFT0003417	FOXTON FUELS LIMITED	4/13/22	\$436.56
EFT0003418	Frey Communications	4/13/22	\$338.97
EFT0003419	Ideal Supply Inc.	4/13/22	\$20.33
EFT0003420	Joe Johnson Equipment Inc.	4/13/22	\$136.70

\$253.12

\$168.37

\$123.07

\$1,695.00

Teviotdale Truck Service & Rep

Young's Home Hardware Bldg Cen

Tri-Mech Inc.

Upanup Studios Inc.

EFT0003435

EFT0003436

EFT0003437

EFT0003438

Total Cheques \$307,644.12

4/13/22

4/13/22

4/13/22

4/13/22



Staff Report

To: Mayor and Members of Council Meeting of April 25, 2022

From: Matthew Aston, Director of Operations

Subject: OPS 2022-016 being a report on the award of the Township's 2022 sidewalk

program

RECOMMENDATION

THAT Council of the Corporation of the Township of Wellington North receive Report OPS 2022-016 being a report on the award of the Township's 2022 sidewalk program;

AND FURTHER THAT Council award the request for tender 5528-22 to C&G Concrete at a cost of \$108,625.90 plus applicable taxes;

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

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

2022 Capital Budget

BACKGROUND

The request for tender (RFT) was advertised on the Township's website starting February 24, 2022, and closed April 7, 2021.

The Township received four submissions prior to RFT close: 978481 Ontario Inc. o/a C&G Concrete, Emmacon Corp, Royal Crown Construction and I.M. Benjamins Inc. o/a Hardcsape Concrete & Interlock. Submission was assessed based on cost – see Financial Section below.

C&G Concrete were low cost and met the tender as specified therefore Township staff recommend them for award.

FINANCIAL CONSIDERATIONS

Bidder	Tender Price^
978481 Ontario Inc. o/a C&G	\$108,625.90
Concrete	
Emmacon Corp	\$159,955.00

I.M. Benjamins Inc. o/a	\$163,301.00
Hardscape Concrete & Interlock	
Royal Crown Construction	\$113,049.06

Category	2022 Capital Budget
Princess Street	\$100,000.00
Durham St W	\$115,000.00
Total Approved Budget	\$215,000.00

Recommended Bidder	
C&G Concrete Bid^	\$108,625.90
Engineering Cost Estimate [^]	\$15,000.00
Contingency [^]	\$25,000.00
Estimated Project Total [^]	\$148,625.90

^{^ -} Prices excludes applicable taxes and all provisional items

- Frices excludes applicable taxes and all provisional items				
	Α	TTACHMEN	ΓS	
Schedule A – Letter from Triton Engineering Services Limited dated April 19, 2022				
	STRATE	GIC PLAN 20	19 – 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 ☐ Alignment and Integration 				
Prepared By:	Matthew Aston,	Director of O	perations	
Recommended By:	Michael Givens	, Chief Admin	istrative Officer	Michael Givens



105 Queen Street West, Unit 14 Fergus Ontario N1M 1S6 Tel: (519) 843-3920

Fax: (519) 843-1943 Email: info@tritoneng.on.ca

ORANGEVILLE • FERGUS • HARRISTON

April 19, 2022

Township of Wellington North 7490 Sideroad 7 West KENILWORTH, Ontario NOG 2E0

ATTENTION: Matthew Aston, C.E.T., LET, MBA

Director of Operations

RE: TOWNSHIP OF WELLINGTON NORTH INSTALLATION OF SIDEWALK.

PRINCESS STREET AND DURHAM STREET,

MOUNT FOREST

CONTRACT NO. 5528-22

OUR FILE: A5528 R15 AND R16

Dear Sir:

Tenders for this project were received and opened in the Township offices shortly after 2:00 p.m. on Thursday, April 7, 2022.

The Tenders received are as follows:

CONTRACTOR		<u>TE</u>	NDER PRICE
978481 ONTARIO INC. (C&G CONCRETE)	SHELBURNE	\$	108,625.90
ROYAL CROWN CONSTRUCTION	CALEDON	\$	113,049.06 (113,038.67)
EMMACON CORP.	TORONTO	\$	159,955.00
I.M. BENJAMINS INC. o/a HARDSCAPE CONCRETE AND INTERLOCK	CAMBRIDGE	\$	163,301.00

The Tenders received have been check for error and omissions. Mathematical errors were found in the tender submitted by Royal Crown Construction (Caledon). The corrected price is shown in brackets.

Based on the Tenders received, and our experience on similar projects, we recommend that the contract be awarded to 978481 Ontario Inc. (C&G Concrete) in the amount of \$108,625.90.

Attached for your information is an overall cost breakdown summary for the project including: 978481 Ontario Inc. (C&G Concrete) Tender prices; contract administration and construction observation, including material testing; and a contingency allowance.

We trust that this information is satisfactory for your present requirements and should you have any questions, please do not hesitate to contact the undersigned.

Yours very truly,

TRITON ENGINEERING SERVICES LIMITED

Paul F. Ziegler, C.E.T

Encl.

TOWNSHIP OF WELLINGTON NORTH

INSTALLATION OF SIDEWALK, PRINCESS STREET AND DURHAM STREET, MOUNT FOREST

CONTRACT NO. 5528-22

COST BREAKDOWN SUMMARY

BASED ON TENDER PRICES SUBMITTED BY 978481 ONTARIO INC. (C&G CONCRETE)

		TENDER PRICE
SECTION 1 – PRINCESS STREET, MOUNT FOREST	-	\$ 47,288.81
SECTION 2 – DURHAM STREET, MOUNT FOREST	-	\$ 58,833.09
SECTION 3 – MISCELLANEOUS	-	\$ 2,504.00
TOTAL CONTRACT PRICE (Excluding H.S.T.)	-	\$ 108,625.90
CONTINGENCY ALLOWANCE	-	\$ 25,000.00
ENGINEERING (SITE INSPECTION & CONTRACT ADMINISTRATION FOR CONSTRUCTION) INCLUDING MATERIAL TESTING (ESTIMATED)	-	\$ 15,000.00
TOTAL ESTIMATED COST (Excluding H.S.T.)	-	\$ 148,625.90



Staff Report

To: Mayor and Members of Council Meeting of April 25, 2022

From: Matthew Aston, Director of Operations

Subject: OPS 2022-017 being a report on the award of the Domville Street reconstruction

project

RECOMMENDATION

THAT Council of the Corporation of the Township of Wellington North receive Report OPS 2022-017 being a report on the award of the Domville Street reconstruction project;

AND FURTHER THAT Council award the request for tender 5981-22 to Drexler Construction Limited at a cost of \$1,984,970.00 plus applicable taxes;

AND FURTHER THAT Council direct staff increase the budget associated with this project by \$75,000.00;

AND FURTHER THAT Council approve utilization of a combination of Waterwork Reserve Fund and Sanitary Sewer Reserve Fund, respectively, for any water / sewer related overage and unallocated 2022 Ontario Community Infrastructure Funds (OCIF) for any roads related overage to fund the gap between approved budget and actual costs;

AND FURTHER THAT Council authorize the Mayor and Clerk to sign any necessary agreements to execute this project.

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

2022 Capital Budget

BACKGROUND

The request for tender (RFT) was advertised on the Township's website starting March 4, 2022, and closed April 13, 2021.

The Township received four submissions prior to RFT close: Drexler Construction Limited and Moorefield Excavating Ltd. Submission was assessed based on cost – see Financial Section below.

Drexler Construction Limited were low cost and met the tender as specified therefore Township staff recommend them for award.

FINANCIAL CONSIDERATIONS

Township is engaged with the developer of Forestview project in order to ensure they pay a contribution to this project related to their development.

Bidder	Tender Price^
Drexler Construction Limited	\$1,984,970.00
Moorefield Excavating Ltd	\$2,370,373.50

Category	2022 Capital Budget
Domville Street	\$2,230,500

Recommended Bidder	
C&G Concrete Bid [^]	\$1,984,970.00
Contingency [^]	\$160,000.00
Engineering Cost Estimate [^]	\$160,000.00
Estimated Project Total [^]	\$2,304,970.00

^{^ -} Prices excludes applicable taxes and all provisional items

	ATTACHMENTS			
Schedule A – Letter fro	m Triton Enginee	ering Services	Limited dated A	pril 19, 2022
	STRATE	GIC PLAN 20	019 – 2022	
Do the repor	t's recommendat	ions align with	n our Strategic A	reas of Focus?
	Yes	☐ No		N/A
	Which priori	ty does this re	port support?	
 ☐ Modernization and Efficiency ☐ Partnerships ☐ Alignment and Integration 				
Prepared By:	Matthew Aston	, Director of O	perations	
Recommended By:	Michael Givens	s, Chief Admin	istrative Officer	Wichael Gineus



105 Queen Street West, Unit 14 Fergus

Ontario N1M 1S6 Tel: (519) 843-3920 Fax: (519) 843-1943

Email: info@tritoneng.on.ca

ORANGEVILLE • FERGUS • HARRISTON

April 19, 2022

Township of Wellington North 7490 Sideroad 7 West KENILWORTH, Ontario NOG 2E0

ATTENTION: Matthew Aston, C.E.T., LET, MBA

Director of Operations

RE: TOWNSHIP OF WELLINGTON NORTH

RECONSTRUCTION OF DOMVILLE STREET,

ARTHUR

CONTRACT NO. 5981-22 OUR FILE: M5981A

Dear Sir:

Tenders for this project were received at the Township office and a private opening occurred at the Township office by Township staff, shortly after 2:00 p.m. on Wednesday, April 13, 2022.

The Tenders received are as follows:

CONTRACTOR		<u>T</u>	ENDER PRICE
DREXLER CONSTRUCTION LIMITED	ROCKWOOD	\$	1,985,000.00 (1,984,970.00)
MOOREFIELD EXCAVATING LTD	HARRISTON	\$	2,370,373.50

The Tenders received have been checked for errors and omissions. Mathematical errors were found in the tender submitted by Drexler Construction Limited (Rockwood). The corrected price is shown in brackets.

Based on the Tenders received, and our experience on similar projects, we recommend that the contract be awarded to Drexler Construction Limited in the amount of \$1,984,970.00.

Attached for your information is an overall cost breakdown summary for the project including: Drexler Construction Limited tender prices; contract administration and construction observation, including material testing; and a contingency allowance.

We trust that this information is satisfactory for your present requirements and should you have any questions, please do not hesitate to contact the undersigned.

Yours very truly,

TRITON ENGINEERING SERVICES LIMITED

Lindsay Scott, P. Eng.

Encl.

April 19, 2022

TOWNSHIP OF WELLINGTON NORTH

RECONSTRUCTION OF DOMVILLE STREET, ARTHUR

CONTRACT NO. 5981-22

COST BREAKDOWN SUMMARY

BASED ON TENDER PRICES SUBMITTED BY DREXLER CONSTRUCTION LIMITED

		TENDER PRICE
SECTION 1 – ROADS AND DRAINAGE	-	\$ 1,286,085.00
SECTION 2 – SANITARY SEWERS	-	\$ 219,718.00
SECTION 3 – WATER WORKS	-	\$ 447,047.00
SECTION 4 - MISCELLANEOUS	-	\$ 32,120.00
TOTAL CONTRACT PRICE (Excluding H.S.T.)	-	\$ 1,984,970.00
CONTINGENCY ALLOWANCE	-	\$ 160,000.00
ENGINEERING (SITE INSPECTION & CONTRACT ADMINISTRATION FOR CONSTRUCTION) INCLUDING MATERIAL TESTING (ESTIMATED)	-	\$ 160,000.00
TOTAL ESTIMATED COST (Excluding H.S.T.)	-	\$ 2,304,970.00



Staff Report

To: Mayor and Members of Council Meeting of April 25, 2022

From: Karren Wallace, Director of Legislative Services/Clerk

Subject: Report CLK 2022-011 Being a report on Civil Marriage Solemnization Services

RECOMMENDATION

THAT the Council of the Corporation of the Township of Wellington North receive report CLK 2022-011 being a report on Civil Marriage Solemnization Services;

AND FURTHER THAT Council authorizes the Mayor and Clerk to sign a by-law to amend By-law 070-18 to delegate the authority to solemnize marriages to Tasha Grafos to provide marriage solemnization services within the Province of Ontario;

AND FURTHER THAT Council authorizes the Mayor and Clerk to sign a by-law to amend Schedule A By-Law 117-21 being a by-law to establish fees and charges for various services provided by the municipality;

AND FURTHER THAT Council authorizes the Mayor and Clerk to sign a by-law to amend Schedule A By- 116-21 being a by-law to adopt a delegation of authority by-law wherein the Clerk or Designate is hereby delegated to amend the procedures in this by-law from time to time.

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

CLK 2018-031 being a report on appointment of the Clerk as a Wedding Officiant By-law 070-18 being a by-law to appoint an officiant to conduct civil marriage ceremonies

BACKGROUND

In 2004 the Ministry of Consumer and Business Services, in an effort to enhance access to civil marriage services across Ontario in a timely and fiscally responsible manner, filed regulatory changes under the Marriage Act to provide municipal clerks the authority to perform civil marriages.

Municipalities have the option to offer civil marriages and to set fees to cover the cost of providing civil marriage services within the parameters outlined in the Municipal Act, 2001.

Council passed By-law 070-2018 to appoint Karren Wallace, Clerk as an officiant authorized to solemnize marriages in the Province of Ontario, under the authority of a marriage licence. Due to time constraints, the Clerk has only conducted two ceremonies in this time, both outside of office hours.

Tasha Grafos, Administrative Assistant, has expressed an interest in performing civil marriages on behalf of the Township and took the Civil Solemnization Training in the winter of 2022, offered through the Association of Municipal Clerks and Treasurers.

While it is not mandatory for the Township to provide this service, this initiative would provide an enhanced service to citizens, at the same time generating additional municipal revenue. Additionally, it provides an opportunity for staff to enhance their skills and training.

Due to capacity issues, staff are not recommending at this time that ceremonies be performed in the office during regular work hours. Ceremonies outside of regular work hours, including weekends would be scheduled according to the staff member's availability.

Based on a survey of what other municipalities are charging, Schedule B attached, staff are recommending a rate of \$350.00 per ceremony with \$250.00 of that paid to the Officiant for their weekend time. The fee for a one hour rehearsal would be \$75.00 with \$50.00 of that paid to the Officiant as well as mileage at our current rate. For ceremonies outside a 25 km one way radius from Mount Forest a \$25.00/hr travel time would be required.

All fees would be payable to the township, five days in advance. After the ceremony, the Officiant will invoice the municipality.

Due to the restrictions on marriage ceremonies during COVID there is a real need for the services of Officiants and as such the municipality would be providing a sought after service.

FINANCIAL CONSIDERATIONS

The municipality will realize \$100.00 per ceremony and \$25.00 per rehearsal with no resources required outside the Officiant's time.

ATTACHMENTS

Schedule A Civil Marriage Solemnization Services Policy Schedule B Survey of municipality fees

STRATEGIC PLAN 2019 - 2022

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

	☐ Partnerships
Municipal Infrastructure	Alignment and Integration

Prepared By: Tasha Grafos, Administration Support/Election

Official

Karren Wallace, Director of Legislative

Services/Clerk

Karren Wallace

Recommended By: Michael Givens, Chief Administrative Officer

Michael Givens

Civil Marriage Solemnization Services Policy DEPARTMENT CLERK POLICY NUMBER EFFECTIVE DATE May 1, 2022 LEGISLATIVE AUTHORITY APPROVED BY Resolution: By-law

Purpose

To provide guidelines and expectations as it relates to the performance of civil marriage solemnizations.

Scope

Anyone utilizing officiant services of the Township of Wellington North.

Location

Ceremonies can take place at an agreed upon location of your choice, in the Province of Ontario, that is a setting conducive for a ceremony

Hours

Arrangements for ceremonies taking place outside the hours cited are at the discretion of the Officiant.

Service/Rehearsal

All civil marriage ceremonies will be non-denominational.

No reference will be made to God or any Supreme or Superior Being nor shall the ceremony contain religious or spiritual connotations of any kind.

Mandatory declarations under the Marriage Act RSO 1990 shall be incorporated into all civil ceremonies.

Personal vows, poetry or readings and music are permitted.

A service or rehearsal shall be a maximum of one hour.

Witnesses

The celebrants are responsible for providing two witnesses. If there are no witnesses present the ceremony shall not continue.

There are no minimum age requirements.

Witnesses must be able to understand what is taking place and be able to give evidence of such at a later date, if required.

Witnesses must be capable of signing their names in the Marriage Register and on the marriage licence.

Interpreters

All ceremonies are conducted in the English language.

It is the celebrant's responsibility to provide an interpreter if required.

The interpreter shall not be one of the witnesses.

The interpreter will be required to provide identification and sign an Interpreter Certificate which indicates that he/she has interpreted the ceremony.

The Interpreter Certificate will be forwarded to the Office of the Registrar General along with the marriage license.

Photographs

Photography is permitted and is the sole responsibility of the celebrants.

Marriage License and Civil Marriage Questionnaire

A completed civil marriage questionnaire (the questionnaire), attached hereto as Schedule A, shall be provided to the Officiant a minimum five (5) days in advance of the ceremony, together with photo I.D. for both parties and the issued marriage license.

A ceremony shall not proceed without a valid marriage licence.

It is the responsibility of the couple who are marrying to obtain the marriage licence.

The ceremony will be cancelled if the questionnaire, I.D. and marriage license is not submitted a minimum five (5) days in advance of the ceremony.

Competency

Alcohol or stimulants shall not be used by the celebrants, witnesses, interpreter or guests prior to or during the ceremony.

If the Officiant believes that any participants are inebriated or do not hold the capacity to understand what is taking place, the ceremony shall not proceed.

If there are reasonable grounds to believe a person lacks the capacity to marry (or be a witness), the Officiant reserves the right to request that a letter is provided from a physician, parent or guardian which outlines the competency of the party.

Supervision

The celebrants shall be responsible for the conduct and supervision of all persons attending the civil marriage ceremony and shall ensure that all regulations pertaining to the event are strictly followed.

General

In the event that the chosen Officiant is unable to perform the ceremony, the Clerk reserves the right to delegate the duty and responsibility of solemnizing the marriage to another Officiant and to make any changes to the ceremony as is deemed appropriate.

If at any time before or during a ceremony, the Officiant feels that to continue with the ceremony would be unsafe, the Officiant is authorized to immediately stop the ceremony and will not be required to begin the ceremony until all safety issues are resolved, to the satisfaction of the Officiant.

If at any time immediately before or during a ceremony, the Officiant becomes aware of items, practices, words, actions, etc. which are not permitted by law or are a violation of terms of this policy, the Officiant shall stop the ceremony will not resume the ceremony until the Officiant is satisfied that the ceremony will be conducted in a lawful manner.

If an Officiant stops a ceremony due to violations of this policy or laws and does not continue with the ceremony, fees will not be refunded.

Delegation of Authority

The Clerk or Designate is hereby delegated to amend the procedures in this policy from time to time.

Fees

The fees are set out in the fees and charges by-law passed annually by the municipality.

Fees must be paid in full five days in advance of the ceremony or the ceremony shall not proceed. Fees are payable to the Corporation of the Township of Wellington North and can be made by etansfer to accounting@wellington-north.com, debit, cheque or cash.

2022 fee schedule

WEDDING max 1 hour	\$350.00
REHEARSAL max 1 hour	\$75.00
MILEAGE	.50c/km
TRAVEL over 25 km/one way	\$25/hr



CIVIL MARRIAGE CEREMONY APPLICATION AND BOOKING AGREEMENT

1. APPLICANTS: (Please bring Photo I.D. to the consultation together with the marriage license. Note: Consultation is required to take place at least one (1) week prior to the ceremony.)

APPLICANT: Full Name:		-
Photo ID:		-
Phone:		-
Email:		-
JOINT APPLICANT: Full Name:		-
Photo ID:		-
Phone:		-
Email:		-
2. MARRIAGE LICENSE DETAIL	.S:	
Marriage License Number:		
Date Issued:		
Municipality where Issued:		
3. CEREMONY DETAILS: Date:	Time:	
Location:		
Number of Guests:	_	
Witness 1 Full Name:		
Witness 1 Address:		

Witness 2 Full Na	ıme:					
Witness 2 Addres	ss:					
Will anyone be pr	J	•		-,		* NO □
Will rings be exch						
Will there be a Flo	ower Child	d / Junior Atte	endant: YES l	□* NO □		
* Full Name:						-
Is an interpreter re	equired: Y	∕ES □* NO				
* Full Name:						-
Address:	1 1 1 1 1 1					
Phone:						
Email:						
Photographer dur * Name:						_
Music: YES □*	NO □					
* Details:					· · · · · · · · · · · · · · · · · · ·	
5. VOWS						
Openings: Opti	ion 1 □ ion 1 □ ion 1 □	Optior Optior Optior	n 2 🗆	Option 3 ☐ Option 3 ☐ Option 3 ☐	(Option 4 □ Option 4 □ Option 4 □
Declaration of Inte Option 1 □ Opti		ows: Option 3 □	Option 4 □	Option 5 □	Option	6 🗆
Exchange of Ring Option 1 □ Opti		Option 3 □	Option 4 □	Option 5 □		
Service Conclusion Option 1 ☐ Opti		Option 3 □	Option 4 □	Option 5 □		
Alternative SHOR	RT VERSI	ON 🗆				

Will you expect the officiant to attend any rehear	sals or meetings prior to the ceremony
YES □* NO □	
* Date: Time: _	
5. ADDITIONAL COMMENTS:	
This Booking Agreement must be signed by both Dated this day of	
Signature of Applicant	Signature of Joint Applicant
Received by the Township of Wellington North day of	, 20 .
Township of Wellington North Representative	

		Officiant		
MUNICIPALITY	CEREMONY	Amount	MILEAGE	REHEARSAL
Bonnechere Valley	\$300.00		Current	\$75.00
Brooke Alvinston	\$300.00	\$250.00		
Dubreuilville	\$250.00	\$250.00		
Edwardsburgh Cardinal	\$250.00	\$250.00	Current	\$50.00
Erin	\$350.00			
Grey Highlands	\$300.00	\$200.00	Current	\$50.00
Guelph	\$400.00		Current	
Howick	\$350.00	\$175.00		\$50.00
Kenora	\$350.00	\$210.00	0.59*	\$30/hr
Meaford	\$375.00			\$75.00
Minto	\$300.00	\$210.00		\$75.00
Pickering	\$350.00	\$50.00		
Sioux Lookout	\$370.00		Current	
South Algonquin	\$350.00		current	\$75.00
South Bruce Peninsula	\$309.73	\$250.00		
South Glengarry	\$350.00	\$200.00		
South Stormont	\$300.00	\$200.00	Current	\$50.00
Southgate	\$357.08		Current	
Temagami	\$450.00		Current	
West Elgin	\$300.00		Current	\$50.00
Whitewater	\$300.00		current	
Zorra	\$350.00	\$250.00	\$0.53	\$50.00



The Corporation of the Township of Southgate Notice of Virtual Public Meeting concerning a proposed New Official Plan

Take Notice that the Council of the Corporation of the Township of Southgate is considering a Township initiated a New Official Plan pursuant to Section 26, of the Planning Act, R.S.O. 1990, as amended. Council will hold an **electronic public meeting** on **Wednesday, May 4, 2022 at 9:00AM**, to consider the proposed new Official Plan.

You will be able to participate in the Public Meeting electronically or by telephone.

Electronic Access information:

Please join my meeting from your computer, tablet or smartphone.

https://global.gotomeeting.com/join/990730221

You can also dial in using your phone.

Canada: <u>+1 (647) 497-9373</u> Access Code: 990-730-221

The meeting will be recorded and uploaded to the Township YouTube Channel:

https://www.youtube.com/user/SouthgateTownship

Location of the Subject Land

This New official Plan applies to the entire Township shown in the Key Map.

Making an oral or written submission

Any person or public body is entitled to attend the public meeting and make written or oral submissions in support of, or in opposition to, the proposed New Official Plan.

Persons wishing to make an oral submission to Council at the public meeting are invited to register with the Township Clerk (see contact information below). Written comments should also be addressed to the Clerk at the address below.

Notice of Passing

If you wish to be notified of the passing of the New Official Plan you must make a written request to the Clerk at the address shown below.

Additional Information

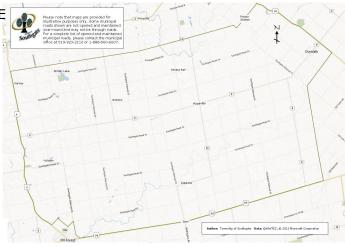
Additional information is available for public viewing on Southgate's website at the Township administration office during normal office hours and by contacting Clinton Stredwick, Planner at ext. 235.

DATED AT THE TOWNSHIP OF SOUTHGATE THIS 13th DAY OF APRIL, 2022

Lindsey Green, Clerk Township of Southgate 185667 Grey Rd 9, RR1 Dundalk, ON NOC 1B0

Phone: (519) 923-2110 ext. 230

Toll Free: 1-888-560-6607 Fax: (519) 923-9262



(Key Map not to scale)

The Royal Canadian Legion



Fred Campbell V.C. Branch #134 140 King Street West Mount Forest, Ontario NOG 2L2 (519) 323-1570

April 11, 2022

Township of Wellington North PO box 125 7490 Sideroad 7 W Kenilworth, Ontario NOG 2E0

Dear Mayor Lennox

This letter is to inform you that we would like to put the following request on the agenda for the next council meeting. We at the Royal Canadian Legion Branch 134 Mount Forest would like to inform you of our involvement in the Fireworks Festival in Mount Forest being held on July 15-17 2022.

We will be placing a tent in our parking lot to host a licensed music/beer tent that will be confined to a fenced area. We will be requesting a temporary building permit for the tent in the parking lot adjoining the legion. We are hoping that the permit fee will be waived.

We will be requiring a temporary extension of our Liquor license to be amended by the AGCO and require the townships permission prior to us going to the AGCO for approval.

We are also requesting an extension of the noise bylaw for the times listed below.

Hours of operation for this request

Friday July 15th 3:00 pm to 1:00 am Saturday July 16th 11:00 am to 1:00 am Sunday July 17th 12:00 pm to 10:00 pm

The tent will be removed Monday July 18th 2022.

Thank you in advance for your cooperation regarding the above matter. Should you have any questions please contact me.

Yours truly

Ken Thompson President Royal Canadian Legion Branch 134 Mount Forest, Ontario 519-323-1570 RcImtforest134@wightman.ca **Ministry of Transportation**Office of the Director
West Operations

659 Exeter Road London, Ontario N6E 1L3 Telephone: (519) 873-4335 Facsimile: (519) 873-4236 Ministère des Transports Bureau du directeur Opérations ouest

659, chemin Exeter London (Ontario) N6E 1L3 Téléphone : (519) 873-4335 Télécopieur : (519) 873-4236



April 20, 2022

Mayor Andy Lennox Township of Wellington North 7490 Sideroad 7 W PO Box 125 Kenilworth, ON N0G 2E0 alennox@wellington-north.ca

Dear Mayor Andy Lennox:

Thank you for your application to the Ministry of Transportation's 2022-23 Connecting Links Program.

We received 40 submissions this year, and all were carefully reviewed by the ministry. Unfortunately, your project was not selected for funding in 2022-23. We encourage you to contact Conor Byrne, Regional Operations Officer, in our Highway Operations office at 519-281-8440 to discuss your submission and the reason for this decision.

The ministry recognizes the importance of investing in Connecting Link infrastructure. As you may be aware, the annual program funding available was \$30 million for the 2022-23 program year and will be maintained at that level going forward. Therefore, I encourage your municipality to submit a project(s) for the 2023-24 Connecting Links Program, which will be open for applications later this year.

Thank you again for your interest in the program.

Sincerely,

Geoffrey Gladdy

Director, West Operations

c. Karren Wallace, Municipal Clerk, Township of Wellington North

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NUMBER 046-22

BEING A BY-LAW TO AUTHORIZE THE SALE OF REAL PROPERTY SOUTH WATER STREET BEING PART 1, 61R 22145 MOUNT FOREST; WELLINGTON NORTH PIN: 71053-0049 (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:

PT MILL SITE PL TOWN OF MOUNT FOREST MOUNT FOREST PTS 1 & 2, 60R2883; S/T RON96116; BEING PART 1, 61R 22145 WELLINGTON NORTH PIN: 71053 0049 (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 Michael Metzger and Amanda Metzger 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 25TH DAY OF APRIL, 2022.

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

AGREEMENT OF PURCHASE AND SALE (the "Agreement" or "APS") this $\frac{14\text{th}}{}$ day of April 2022.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

(the "Vendor")

-and-

MICHAEL METZGER AND AMANDA METZGER

(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

- 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 Two Thousand Five Hundred Dollars (\$2,500) 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 April 22, 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

The Purchasers acknowledges that it is acquiring the Property in an "as is" condition (a) 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 the subject property is not for resale.

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 Purchasers agrees, at its cost, to register an Application to Consolidate Parcels the Property with the Purchasers' adjacent property within 30 days of the completion of this transaction. The description of the Purchasers' 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 Purchasers with its HST Business Number. The Purchasers shall pay to the Vendor any HST imposed under the Act payable in connection with the transfer of the Property to the Purchasers, or as it may direct, unless the Purchasers or its nominee, or its assignee, provides:
 - 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 Purchasers, or its nominee or assignee, as principal for its own account and is not being purchased by the Purchasers 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 addressed:

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:

Woods, Clemens, Fletcher & Cronin Professional Corporation

ATTENTION: Mary-Lou Fletcher

9 Memorial Ave. Elmira, ON N3B 2R1 Phone: (519) 669-5101 Fax: (519) 669-5618

Email: lawoffice@woodsclemens.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.	
WITNESS WHEREOF the par	rties have executed this Agreement.
	The Corporation of the Township of Wellington North Docustigned by Andrew Lennox Mayor Docustigned by: Karren Wallace Clerk
	We have authority to bind The Corporation of the Township of Wellington North.
Vitness Viame:	MICHAEL METZGER
Vitness	AMANDA METZGER
lame:	

SCHEDULE "A" LEGAL DESCRIPTION OF LANDS

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

PART OF:

PT MILL SITE PL TOWN OF MOUNT FOREST MOUNT FOREST PTS 1 & 2, 60R2883; S/T RON96116; WELLINGTON NORTH

PIN: 71053 0049 (LT)

BEING:

PART 1, 61R 22145.

SCHEDULE "B" **CONSOLIDATION OF PARCELS**

Description of Purchasers' Property:

PT MILL SITE PL TOWN OF MOUNT FOREST MOUNT FOREST PT 1, 61R6507; TOWNSHIP OF WELLINGTON NORTH

PIN: 71053 0051 (LT)

Description of Consolidated Property after Transfer:

PT MILL SITE PL TOWN OF MOUNT FOREST MOUNT FOREST PT 1, 61R6507; AND PART 1, 61R22145; WELLINGTON NORTH

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NUMBER 047-22

BEING A BY-LAW TO AUTHORIZE THE SALE OF REAL PROPERTY SOUTH WATER STREET BEING PART 3 AND 5, 6IR 22145 MOUNT FOREST, WELLINGTON NORTH PIN: 71053-0049 (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:

PT MILL SITE PL TOWN OF MOUNT FOREST MOUNT FOREST PTS 1 & 2,60M883; S/T RON96116; BEING PART 3 AND 5, 6IR 22145 WELLINGTON NORTH

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 Margaret Winnifred Reid 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 25TH DAY OF APRIL 2022.

ANDREW LENNOX, MAYOR
KARREN WALLACE, CLERK

AGREEMENT OF PURCHASE AND SALE (the "Agreement" or "APS") this _____ day of March 2022.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

(the "Vendor")

-and-

MARGARET WINNIFRED REID

(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 Two Thousand Five Hundred Dollars (\$2,500) 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 April 25, 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

The Purchaser acknowledges that it is acquiring the Property in an "as is" condition and (a) 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. 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 the subject property is not for resale.

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

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;
 - 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;
 - 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 addressed:

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: Guildford W. Deverell 166 Main St. S. Mount Forest, ON N0G 2L0

Phone: (519) 323-1600 Fax: (519) 323-3877

Email: deverell@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

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

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.

Name:

Debbie David

Mount Forest, Ontario

MARGARET WINNIFRED REID

SCHEDULE "A" LEGAL DESCRIPTION OF LANDS

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

PART OF:

PT MILL SITE PL TOWN OF MOUNT FOREST MOUNT FOREST PTS 1 & 2, 60R2883; S/T RON96116; WELLINGTON NORTH

PIN: 71053 0049 (LT)

BEING:

PART 3 AND 5, 61R 22145.

SCHEDULE "B" CONSOLIDATION OF PARCELS

Description of Purchaser's Property:

LT 1 W/S S MARKET ST PL TOWN OF MOUNT FOREST MOUNT FOREST EXCEPT CN11528; T/W RO805714; WELLINGTON NORTH

PIN: 71053 0050 (LT)

Description of Consolidated Property after Transfer:

LT 1 W/S S MARKET ST PL TOWN OF MOUNT FOREST MOUNT FOREST EXCEPT CN11528; T/W RO805714; AND PART 3 AND 5, 61R 22145; WELLINGTON NORTH



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

CULTURAL MOMENT FOR APRIL 25TH CELEBRATES OUR VOLUNTEERS

Wellington North is blessed to have such a tremendous group of volunteers in our community, and it is important that we take the opportunity to thank and celebrate them for everything they do, to help make Wellington North a great place to live, work and raise a family.

On behalf of council and staff we invite all volunteers in our community to join us on Thursday May 5th, 2022, for our second annual volunteer appreciation dinner.

The celebration will be a drop-in event held between 5:00pm - 7:00pm at the Arthur & Area

Community Centre 158 Domville Street Arthur. The event will include a catered meal, cake cutting and Mayors welcome at 5:30pm.

This celebration will fall one week after the 2022 National Volunteer Week. The 2022 theme is Volunteering Is Empathy In Action and affirms the strong connection between volunteerism and empathy. This profoundly human connection is at the heart of healthier individuals and stronger communities. Empathy is a quality that can help people relate to others and build awareness around different experiences. It connects people in ideas and actions and helps create bonds forged in common goals and aspirations.



Volunteers are the heart of Wellington North, and we look forward to recognizing and celebrating volunteerism in our community. We urge everyone to recognize the crucial role played by volunteers in our community and we hope you can come out and join us on May 5th". Although the registration deadline has passed, we can still accommodate last minute requests. Please email volunteer@wellington-north.com.

Submitted by the Wellington North Cultural Roundtable

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NUMBER 048-22

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 APRIL 25, 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**:

- The action of the Council of the Corporation of the Township of Wellington North taken at its meeting held on April 25, 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.
- 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 25TH DAY OF APRIL, 2022.

ANDREW LENNOX MAYOR
KARREN WALLACE, CLERK