

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH  
AGENDA OF REGULAR COUNCIL MEETING – SEPTEMBER 26, 2022 at 7:00 P.M.  
HYBRID MEETING WITH COUNCIL IN PERSON AND OTHERS 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/89347447551>

Or join by phone:

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

Webinar ID: 893 4744 7551

**PAGE  
NUMBER**

**CALLING TO ORDER**

**ADOPTION OF THE AGENDA**

Recommendation:

THAT the Agenda for the September 26, 2022 Regular Meeting of Council be accepted and passed.

**DISCLOSURE OF PECUNIARY INTEREST**

**CLOSED MEETING SESSION**

Council is reporting out from the special closed meeting held September 26, 2022 at 4:30 p.m.

**1. REPORTS**

- HR 2022-011 Market Check Policy and Pay Equity Review
- Ward & Uptigrove 2022 Market Check & Pay Equity Review

**2. REVIEW OF CLOSED SESSION MINUTES**

- July 25, 2022

**3. REPORT FROM CLOSED MEETING SESSION**

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report HR 2022-011 Market Check Policy and Pay Equity Review;  
AND FURTHER THAT Council approve the confidential direction to staff.

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the Ward & Uptigrove 2022 Market Check & Pay Equity Review;  
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 July 25, 2022 Council Meeting.

**AWARDS / DECLARATION / RECOGNITION**

Presentation of Congratulatory Certificates to Fall Fair Ambassador:

- Kelsey Lennox, Arthur Fall Fair Ambassador

**COUNTY COUNCIL UPDATE**

Andy Lennox, Mayor

**PRESENTATIONS**

- |   |     |
|---|-----|
| a. Wellington North Power Inc.  |     |
| • 2022 Promissory Note Agreement Presentation   | 001 |
| • Correspondence from Raymond Petersen, Interim CEO, Wellington North Power Inc., dated September 26, 2022 regarding formal postponement of principal payments on Promissory Note | 004 |
| • Correspondence from TD Commercial Banking, dated August 10, 2022 regarding amending agreement   | 005 |
| • TD Canada Trust Postponement and Assignment of Creditors Claim and Postponement of Security Agreement   | 009 |

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the Wellington North Power Inc. 2022 Promissory Note Agreement presentation;

AND FURTHER THAT the Council of the Corporation of the Township of Wellington North hereby postpone the repayment of the Wellington North Power Inc. indebtedness, in full, to the prior repayment of the bank indebtedness;

AND FURTHER THAT the Mayor and Clerk be authorized to sign any necessary documents.

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| b. Bobby De Hertre, Emergency Manager / CEMC                      |     |
| • Report EM 2022-001 – 2022 Annual Emergency Management Programme | 012 |

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report EM 2022-001 Annual Emergency Management Programme Report regarding the status of the Township's Emergency Management Programme for 2022 for information.

AND FURTHER THAT THE Council of the Township of Wellington North accepts the annual status report of the Township's Emergency Management Programme for 2022.

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

- |   |     |
|---|-----|
| 1. Regular Meeting of Council, September 12, 2022 | 022 |
| 2. Public Meeting, September 12, 2022             | 034 |

Recommendation:

THAT the minutes of the Regular Meeting of Council and the Public Meeting held on September 12, 2022 be adopted as circulated.

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

- |   |     |
|---|-----|
| 1. Mount Forest Pool Replacement                    |     |
| • Report CAO 2022-003 Mount Forest Pool Replacement | 037 |

### **ITEMS FOR CONSIDERATION**

- |   |     |
|---|-----|
| 1. MINUTES  |     |
| a. Mount Forest District Chamber of Commerce, August 9 <sup>th</sup> , 2022 | 046 |

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Mount Forest District Chamber of Commerce meeting held on August 9<sup>th</sup>, 2022.

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| b. Mount Forest Business Improvement Association, September 13, 2022 | 049 |
|--|-----|

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 September 13, 2022.

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| c. Saugeen Valley Conservation Authority, July 21, 2022 | 051 |
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Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Saugeen Valley Conservation meeting held on July 21, 2022.

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| d. Mount Forest Aquatics Ad-Hoc Advisory Committee, September 13, 2022 | 057 |
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Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Mount Forest Aquatics Ad-Hoc Advisory Committee meeting held on September 13, 2022.

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| e. Safe Communities Wellington County Leadership Table, June 15, 2022 | 058 |
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Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Safe Communities Wellington County Leadership Table meeting held on June 15, 2022.

### **2. PLANNING**

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| a. Report DC 2022-043, 350 Cork Inc., Site Plan Agreement, 350 Cork Street, Mount Forest | 062 |
|--|-----|

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report DC 2022-043 regarding the Final Approval of the 350 Cork Street Inc. Site Plan Agreement.

3. FINANCE

- a. Vendor Cheque Register Report, September 19, 2022 076

Recommendation:

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

- b. Council Budget Variance Report ending August 31, 2022 078

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the Budget Variance Report ending August 31, 2022

4. FIRE

- a. Wellington North Fire Service, Quarter 2 and 3 Update 2022 083

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the Wellington North Fire Service Quarter and 3 Update 2022.

5. OPERATIONS

- a. Triton Engineering Services Limited regarding Cachet Development – Preliminary Acceptance of Stages I & II (to be distributed prior to the meeting)

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive correspondence from Triton Engineering Services Limited regarding Cachet Development – Preliminary Acceptance of Stages I & II.

6. ADMINISTRATION

- a. Report CLK 2022-018 being a report on the appointment of an Integrity Commissioner 088

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report CLK 2022-018 being a report on the appointment of an Integrity Commissioner;

AND FURTHER THAT Council authorizes the Mayor and Clerk to sign a by-law appointing Principles Integrity to provide Integrity Commissioner Services to the Township of Wellington North and repeal By-law 063-18.

7. COUNCIL

- a. The Royal Canadian Legion, Br. #134 Mount Forest, Ontario, 092  
correspondence dated September 18, 2022, request for permission  
to distribute poppies and hold a Remembrance Day service and  
parade.

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the correspondence dated September 18, 2022 from The Royal Canadian Legion, Br. #134 Mount Forest request for permission to distribute poppies and hold a Remembrance Day service and parade;

AND FURTHER THAT the Council of the Township of Wellington North grant permission to the Royal Canadian Legions, Arthur and Mount Forest, for the distribution of poppies within the Township of Wellington North and to hold a Remembrance Day service and parade.

- b. PIN, The People and Information Network, media release dated 093  
September 16, 2022 regarding 'Volunteerism facing unprecedented  
change and challenge' Lost volunteers, volunteers not returning and  
difficulty recruiting new volunteers

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive for information the PIN, The People and Information Network, media release dated September 16, 2022 regarding 'Volunteerism facing unprecedented change and challenge' Lost volunteers, volunteers not returning and difficulty recruiting new volunteers.

**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 September 26, 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 106-22 being a by-law to appoint a Deputy Clerk for the Corporation of the Township of Wellington North (Brooke Lambert)   | 095 |
| b. By-law Number 107-22 being a by-law to appoint an Integrity Commissioner for the Township of Wellington North and enter into an Agreement For Services and to repeal By-law 063-18 | 096 |

Recommendation:

THAT By-law Number 106-22 and 107-22 be read a First, Second and Third time and enacted.

**CONFIRMING BY-LAW**

108

Recommendation:

THAT By-law Number 109-22 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 September 26, 2022 be read a First, Second and Third time and enacted.

**ADJOURNMENT**

Recommendation:

THAT the Regular Council meeting of September 26, 2022 be adjourned at :\_\_ p.m.

<b>MEETINGS, NOTICES, ANNOUNCEMENTS</b>		
Wellington North Culture Days, various locations across Wellington North	September 23 <sup>rd</sup> to October 16th	7:00 p.m.
Municipal Election - ballot kits to be mailed	Week of September 26, 2022	
All Candidates Meeting hosted by the Arthur Lions - Arthur & Area Community Centre	Tuesday, September 27, 2022	7:00 p.m. to 9:00 p.m.
All Candidates Meeting hosted by the Mount Forest Chamber of Commerce - Mount Forest & District Sports Complex	Thursday, September 30, 2022	7:00 p.m. to 9:00 p.m.
Mount Forest BIA Parkette Grand Opening BBQ	Friday, September 30, 2022	12:00 p.m. to 1:30 p.m.
Recreation, Parks and Leisure Committee, via video conferencing	Tuesday, October 4, 2022	4:00 p.m.
Municipal Election Advance Poll, Mount Forest & District Sports Complex	Saturday, October 8, 2022	10:00 a.m. to 3:00 p.m.
Regular Council Meeting – hybrid meeting	Tuesday, October 11, 2022	2:00 p.m.
Mount Forest Chamber of Commerce AGM, Mount Forest Legion	Thursday, October 13, 2022	
Municipal Election Advance Poll, Arthur & Area Community Centre	Saturday, October 15, 2022	10:00 a.m. to 3:00 p.m.
Arthur Chamber of Commerce AGM	Wednesday, October 19, 2022	
Municipal Election Day	Monday, October 24, 2022	
Wellington North Cultural Roundtable Committee, Kenilworth Council Chambers	Thursday, October 27, 2022	12:00 p.m.
Regular Council Meeting – hybrid meeting	Monday, November 7, 2022	2:00 p.m.

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

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

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



# Promissory Note

Historically, lenders require non-repayment agreements:

To guarantee the wisdom of their loan decisions, lenders want to place themselves as high on the loan repayment hierarchy as possible.

In 2013 the Township of Wellington North agreed to Infrastructure Ontario's new loan requirement that principal payments on the Promissory note be suspended.





**TO TOWNSHIP OF WELLINGTON NORTH  
Regular Meeting of Council**

MOVED BY:

[Signature]

DATE: June 3, 2013

SECONDED BY:

[Signature]

RES. NO.: 10

**THAT the Council of The Corporation of The Township of Wellington North defer all future \$100,000.00 principal payments on the existing promissory note which has a current balance of \$985,016.00, and that Wellington North Power Inc. will continue to pay interest throughout the deferral period at the Ontario Energy Board's deemed current interest rate of 4.41% as recommended by the Finance Committee.**

ACTING MAYOR

[Signature]

CARRIED

DEFEATED



# Promissory Note

## Recent TD Loans:

On December 29, 2020, an equipment loan was finalized with TD Bank and another TD loan is likely to be arranged in 2022. It would be beneficial to both them and us for a non-repayment agreement on the promissory note signed by Wellington North Power, TD Bank, and the Township of Wellington North.

Amid all the legalese of the agreement, the core of it is this:

2. ***Postponement of Creditor Indebtedness.*** The Creditor hereby postpones the repayment of the Creditor Indebtedness, in full, to the prior repayment of the Bank Indebtedness. The Company and the Creditor hereby agree with the Bank that:

(a) the Company will not repay the Creditor Indebtedness;



TO: Mayor and Members of Council Meeting of September 26, 2022

FROM: Raymond Petersen, Interim CEO, Wellington North Power

SUBJECT: Formal postponement of principal payments on Promissory Note

Wellington North Power's TD Account Manager has asked that Wellington North Township sign an agreement to formally postpone principal payments on the promissory note with WNP Inc, before more loans will be given.

Historically, lenders require non-repayment agreements to place themselves as high on the loan repayment hierarchy as possible. In 2013 the Township of Wellington North agreed to Infrastructure Ontario's new loan requirement that principal payments on the Promissory note be suspended.

**TO TOWNSHIP OF WELLINGTON NORTH  
Regular Meeting of Council**

MOVED BY:



DATE: June 3, 2013

SECONDED BY:



RES. NO.:

**THAT the Council of The Corporation of The Township of Wellington North defer all future \$100,000.00 principal payments on the existing promissory note which has a current balance of \$985,016.00, and that Wellington North Power Inc. will continue to pay interest throughout the deferral period at the Ontario Energy Board's deemed current interest rate of 4.41% as recommended by the Finance Committee.**

ACTING MAYOR



CARRIED

DEFEATED

In essence, signing this agreement with TD does not change anything other than formalizing this agreement with another lender.

The key part of the agreement is in clause 2

**2. Postponement of Creditor Indebtedness.** The Creditor hereby postpones the repayment of the Creditor Indebtedness, in full, to the prior repayment of the Bank Indebtedness. The Company and the Creditor hereby agree with the Bank that:

(a) the Company will not repay the Creditor Indebtedness;

WNP's request is that this agreement be approved and signed by the Township of Wellington North.

Sincerely,





South-Central Ontario Commercial Banking Centre  
381 King St W 2nd Floor  
Kitchener, ON  
N2G 1B8  
Telephone No.: (519) 579-3586  
Fax No.: (519) 579-2610

August 10, 2022

WELLINGTON NORTH POWER INC.  
PO Box 359  
290 Queen Street West  
Mount Forest, ON  
N0G 2L3

Attention: Jim Klujber, Raymond Petersen and Colleagues

Dear All,

The following amending agreement (the "Amending Agreement") amends the terms and conditions of the credit facilities (the "Facilities") provided to the Borrower pursuant to the Agreement dated **September 29, 2020**:

### **BORROWER**

WELLINGTON NORTH POWER INC. (the "Borrower")

### **LENDER**

**The Toronto-Dominion Bank** (the "Bank"), through its South-Central Ontario Commercial Banking Centre, in Kitchener, ON.

### **SECURITY**

The following security shall be provided, shall, unless otherwise indicated, support all present and future indebtedness and liability of the Borrower and the grantor of the security to the Bank including without limitation indebtedness and liability under guarantees, foreign exchange contracts, cash management products, and derivative contracts, shall be registered in first position, and shall be on the Bank's standard form, supported by resolutions and solicitor's opinion, all acceptable to the Bank.

- a) General Security Agreement ("GSA") representing a First charge on all the Borrower's present and after acquired personal property;
- b) Evidence of General Liability Insurance in the minimum amount of CAD\$20,000,000 per occurrence;
- c) Subordination Agreement/Priorities Agreement (inter-creditor agreement) between the Borrower, the Bank and Ontario Infrastructure and Lands Corporation ("OILC") whereby the Bank will only use our First-ranking GSA to secure all obligations present and future of the Borrower under Facility 1 and Facility 2;
- d) Postponement and Assignment of Creditor's Claim executed by The Township of Wellington North (the "Creditor"), the Borrower and the Bank

All persons and entities required to provide a guarantee shall be referred to in this Agreement individually as a "Surety" and/or "Guarantor" and collectively as the "Guarantors";

All of the above security and guarantees shall be referred to collectively in this Agreement as "Bank Security".

## **FINANCIAL COVENANTS**

The Borrower agrees at all times to:

1) **This covenant has been amended**

Maintain a Debt Service Coverage ratio (DSC) of not less than 1.20x at all times. Tested annually. The DSC is calculated as follows:

$$\frac{\text{EBITDA} - \text{Cash Taxes (PIL's)} - 40\% \text{ of Capital Expenditures net of Contributed Capital}}{\text{Principal} + \text{Interest}}$$

EBITDA is defined as Earnings (Total Comprehensive Income) Before Interest, Taxes, Depreciation, and Amortization.

2) **This covenant has been amended**

Maintain a Total Interest-Bearing Debt to Capitalization ratio of not greater than 0.60x. Tested annually.

Capitalization is defined as Total Interest-Bearing Debt plus Shareholder's Equity, Contributed Capital, Preference Share Capital and Postponed Promissory Notes less Goodwill and Intangibles.

Total Interest-Bearing Debt to include Operating Debt and Non-Postponed Promissory Notes.

## **ACCURACY OF INFORMATION**

The Borrower hereby represents and warrants that all information that it has provided to the Bank is accurate and complete respecting, where applicable:

- (i) the names of the Borrower's directors and the names and addresses of the Borrower's beneficial owners;
- (ii) the names and addresses of the Borrower's trustees, known beneficiaries and/or settlors; and
- (iii) the Borrower's ownership, control and structure.

The Borrower will provide, or cause to be provided, such updated information and/or additional supporting information as the Bank may require from time to time with respect to any or all the matters in the Borrower's foregoing representation and warranty.

## **SCHEDULE "A" - STANDARD TERMS AND CONDITIONS**

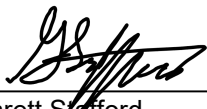
Schedule "A" sets out the Standard Terms and Conditions ("Standard Terms and Conditions") which apply to these credit facilities. The Standard Terms and Conditions, including the defined terms set out therein, form part of this Agreement, unless this letter states specifically that one or more of the Standard Terms and Conditions do not apply or are modified.

Unless otherwise stated, the amendments outlined above are in addition to the Terms and Conditions of the existing Agreement. All other terms and conditions remain unchanged.

We ask that the Borrower acknowledges agreement to these amendments by signing and returning the attached duplicate copy of this Amending Agreement to the undersigned on or before **September 25, 2022**.

Yours truly,

**THE TORONTO-DOMINION BANK**



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Garett Stafford  
Account Manager



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David Cowburn  
Manager Commercial Credit

**TO THE TORONTO-DOMINION BANK:**

Wellington North Power Inc. hereby accepts the foregoing offer this \_\_\_\_\_ day of \_\_\_\_\_, 2022. The Borrower confirms that, except as may be set out above, the credit facility(ies) detailed herein shall not be used by or on behalf of any third party.

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Signature

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Print Name & Position



# Postponement and Assignment of Creditors Claim and Postponement of Security

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(day) (month) (year)

BETWEEN:

THE TOWNSHIP OF WELLINGTON NORTH

(hereinafter called the Creditor)

WELLINGTON NORTH POWER INC

(hereinafter called the Company)

AND

## The Toronto-Dominion Bank

(hereinafter called the Bank)

WHEREAS the Company is or may hereafter become indebted to the Bank.

AND WHEREAS the Creditor is now and intends to continue to be a supporter of the Company in carrying on its business and the Company is or may hereafter become indebted to the Creditor.

NOW THEREFORE in consideration of the Bank continuing to deal with the Company and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Creditor and the Company hereby agree as follows:

1. **Definitions.** In this Agreement, the following terms have the following meanings:

**"Bank Indebtedness"** means all obligations of the Company to the Bank, including all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, wheresoever and howsoever incurred, whether incurred before, at the time of, or after the execution of this Agreement, whether the indebtedness and liability is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again, whether arising from dealings between the Bank and the Company or from other dealings or proceedings by which the Bank may be or become in any manner whatsoever a creditor of the Company, and in any currency, whether incurred by the Company alone or with another or others and whether as a principal or surety, including all interest thereon and all amounts owed by the Company under this Agreement for fees, costs and expenses.

**"Bank Security"** means all present and future security which the Bank has taken or may hereafter take in support of the Bank Indebtedness.

**"Creditor Indebtedness"** means all obligations of the Company to the Creditor, including all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, wheresoever and howsoever incurred, whether incurred before, at the time of, or after the execution of this Agreement, whether the indebtedness and liability is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again, whether arising from dealings between the Creditor and the Company or from other dealings or proceedings by which the Creditor may be or become in any manner whatsoever a creditor of the Company, and in any currency, whether incurred by the Company alone or jointly with another or others and whether as a principal or surety, including all interest thereon.

**"Creditor Security"** means all present and future security which the Creditor has taken or may take in support of the Creditor Indebtedness.

2. **Postponement of Creditor Indebtedness.** The Creditor hereby postpones the repayment of the Creditor Indebtedness, in full, to the prior repayment of the Bank Indebtedness. The Company and the Creditor hereby agree with the Bank that:

- (a) the Company will not repay the Creditor Indebtedness;
- (b) the Creditor will not take any action to accelerate the maturity of the Creditor Indebtedness or exercise any remedies or take any action or proceeding to enforce the Creditor Indebtedness or the Creditor Security;
- (c) the Creditor will not file, or join with any other creditors of the Company in filing, any petition commencing any bankruptcy, insolvency, reorganization, arrangement or receivership proceeding or any assignment for the benefit of creditors against or in respect of the Company or any other marshalling of the assets and liabilities of the Company;



(d) the Creditor will not accept any payment, whether principal, interest or otherwise on account of the Creditor Indebtedness and no satisfaction, consideration or security will be given to or accepted by the Creditor for any Creditor Indebtedness;

in each case, unless the prior written consent of the Bank has been obtained (which consent may be granted or withheld by the Bank in its sole and absolute discretion) or until such time as the Bank Indebtedness has been indefeasibly paid in full. Any payment on, or other consideration for, the Creditor Indebtedness that is received by the Creditor in violation of this Agreement will be held by the Creditor in trust for the benefit of, and shall forthwith be paid over to, the Bank. In no event shall the payment or distribution received by the Creditor be commingled with the other assets of the Creditor.

**3. Postponement of Creditor Security.** The Creditor hereby postpones and subordinates the Creditor Security in all respects to and in favour of the Bank Security, and acknowledges that the Bank Security ranks and will continue to rank in priority to the Creditor Security in respect of all of the property and assets of the Company covered by the Bank Security. The subordinations and postponements contained herein shall apply in all events and circumstances regardless of:

- (a) the date of execution, attachment, registration, perfection or re-perfection of any of the Bank Security or Creditor Security; or
- (b) the date of any advance or advances made to the Company by the Bank or the Creditor; or
- (c) the date of default by the Company under any of the Bank Security or the Creditor Security or the dates of crystallization of any floating charges held by the Bank or the Creditor; or
- (d) any priority granted by any principle of law or any statute, including the Bank Act (Canada), or any personal property security or like statute.

Any insurance proceeds received by the Company, the Bank or the Creditor in respect of the assets of the Company charged by the Bank Security or the Creditor Security, shall be dealt with according to the preceding provisions hereof as though such insurance proceeds were paid or payable as proceeds of realization of the collateral for which they compensate, and all insurance proceeds received by the Company shall be held in trust by it for the benefit of the Bank and the Creditor, as the case may be, in accordance with the provisions hereof.

**4. Assignment.** The Creditor hereby assigns and transfers to the Bank by way of security for the Bank Indebtedness all Creditor Indebtedness.

**5. Acknowledgement and Agreement of the Company and the Creditor.** The Company hereby confirms to and agrees with the Bank and the Creditor that so long as the Company remains indebted to the Bank and the Creditor, it will stand possessed of its assets so charged for the Bank and the Creditor in accordance with their respective interests and priorities as herein set forth. The Creditor and the Company hereby confirm and agree that the terms of this Agreement will prevail over the terms of any other agreement between the Creditor and the Company regarding the Creditor Indebtedness until such time as the Bank Indebtedness has been indefeasibly paid in full.

**6. Restriction on Transfer and Amendments.** The Creditor will not, without the prior written consent of the Bank, sell, assign or otherwise transfer or dispose of, in whole or in part, voluntarily, involuntarily or by operation of law, all or any part of the Creditor Indebtedness or any interest therein to any other person or create, incur or suffer to exist any security interest, lien, charge or other encumbrance whatsoever upon all or any part of the Creditor Indebtedness in favour of any other person. In addition to the foregoing, the Creditor will not, without the prior written consent of the Bank, amend, modify, extend, accelerate, waive or otherwise change the terms of the Creditor Indebtedness or any part thereof or any Creditor Security held therefor.

**7. Acknowledgement of No Set-Off.** The Company and the Creditor acknowledge that the Creditor Indebtedness is not the subject of nor will it hereafter without the consent of the Bank be made the subject of any set-off or counter-claim by the Company.

**8. Bank Not Bound to Collect Creditor Indebtedness.** The Creditor shall duly and promptly take such action as the Bank may reasonably request in its sole discretion to collect amounts in respect of the Creditor Indebtedness and to file appropriate claims, proofs of claim or other instruments of similar character in respect of the Creditor Indebtedness until such time as the Bank Indebtedness has been indefeasibly paid in full. The Bank shall be authorized (in its own name or in the name of the Creditor), but shall have no obligation to, demand payment of the Creditor Indebtedness or any part thereof or take any proceeding to collect any Creditor Indebtedness or to enforce any Creditor Security in respect thereof.

**9. Bankruptcy of Company.** In the event of the bankruptcy or winding up of the Company or any distribution of the assets or any of the assets of the Company or proceeds thereof among its creditors in any manner whatsoever, the Bank may prove in respect of the Creditor Indebtedness as a debt owing to it by the Company and the Bank shall be entitled to collect and receive any and all payments or distributions payable in respect thereof, such payments or distributions to be applied on such part or parts of the Bank Indebtedness as the Bank shall see fit until the whole of the Bank Indebtedness has been indefeasibly paid in full and thereafter the Creditor shall be entitled to such payments or distributions.

**10. Further Assurances.** The Company and the Creditor will, from time to time forthwith and at all times after the date of this Agreement, without further consideration, do such further acts and deliver such further instruments and documents, and take such further action, as the Bank may reasonably request for the purpose of obtaining or preserving the benefits of, and the rights and powers granted, or intended to be granted, by, this Agreement.

11. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the executors, administrators, successors and assigns of the respective parties hereto.

12. **Acknowledgement.** The Creditor acknowledges receipt of a fully executed copy of this Agreement and, to the extent permitted by applicable law, waives the right to receive a copy of any financing statement, financing change statement or verification statement in respect of any registered financing statement or financing change statement prepared, registered or issued in connection with this Agreement.

13. **Language Preference.** This Agreement has been drawn up in the English language at the request of all parties. (Cet acte a été rédigé en langue anglaise à la demande de toutes les parties.)

14. Notwithstanding the foregoing, the Creditor shall be permitted to accept interest only payments from the Company on a quarterly basis on account of the Creditor Indebtedness provided that the Company is not in default (or would be in default upon making such a payment) under the commitment letter dated September 29, 2020 among the Company, the Bank and others, as amended, replaced, or renewed from time to time.

**SIGNED, SEALED AND DELIVERED**

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Creditor Name:  
THE TOWNSHIP OF WELLINGTON NORTH

\_\_\_\_\_  
Company Name:  
WELLINGTON NORTH POWER INC

\_\_\_\_\_  
Company Name:

\_\_\_\_\_  
The Toronto-Dominion Bank



**WELLINGTON NORTH**  
SEMPER PORRO

## Staff Report

**To:** Mayor and Members of Council Meeting of September 26, 2022]  
**From:** Bobby De Hetre, Emergency Manager/CEMC  
**Subject:** EM 2022-001 – 2022 Annual Emergency Management Programme Report

### RECOMMENDATION

**THAT** Council hereby receives Report EM 2022-001 Annual Emergency Management Programme Report regarding the status of the Township's Emergency Management Programme for 2022 for information.

**AND FURTHER THAT THE** Council of the Township of Wellington North accepts the annual status report of the Township's Emergency Management Programme for 2022.

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

None

### BACKGROUND

The following report outlines the municipal requirements set out in the Emergency Management and Civil Protection Act and Ontario Regulation 380/04 and how the municipality has fulfilled these requirements for 2022.

#### **Program Committee:**

The Township has an Emergency Management Programme Committee (Committee). The Committee met virtually on February 15, 2022 to review the Township's Emergency Management Programme including its Hazard Identification and Risk Assessment, Emergency Response Plan, training needs, proposed annual exercise, and Public Education. The minutes from the Committee meeting are attached.

#### **Emergency Response Plan:**

The existing Emergency Response Plan was adopted by Council in Fall of 2020. While updates to the plan may occur as a result of a finalized COVID-19 After Action Review, these changes aren't expected for 2022.

**Training:**

The required prescribed training for 2022 has not changed from the 2018 Guidance Note on Training Requirements issued by Emergency Management Ontario. Members of the Township's Municipal Emergency Control Group (MECG), both primary and alternates have satisfied the training requirements for this year.

While much of the prescribed training is covered during the municipality's annual emergency management exercise, additional training opportunities are provided to Municipal Emergency Control Group members throughout the year, including:

1. EM 200- Basic Emergency Management Course: April 5/6
2. Red Cross Virtual Training: June 13, 2:00-3:00pm
3. Scribe Training: Sept 20, 1-3pm
4. IMS 200 - Basic Incident Management System: Nov 21/22
5. Self-paced MECG Essentials PowerPoint presentation
6. Self-paced Emergency Operations Centre functions training

**Annual Emergency Management Exercise:**

MECG members must participate in an annual exercise, which evaluates the Municipality's Emergency Response Plan and procedures.

The Township's MECG members participated in an emergency management exercise held jointly with the Township of Minto on June 14, 2022.

The objectives of the exercise were to:

- a. Examine policies and procedures that are currently in place to prevent, mitigate, prepare and respond to a cyber-attack.
- b. Discuss coordination between staff and external IT services and how they would develop and disseminate information, alerts, and warnings to staff in response to a cyber-incident.
- c. To test IMS roles and responsibilities as laid out in the Emergency Response Plan.

Recommendations/outcomes from the exercise:

1. Increased Training:
  - a. It was recommended that cyber security training be provided to all Township staff.
2. Updated Procedures:
  - a. Cyber-attack policies and procedures need to be created/updated through collaboration with the Township's IT service provider. Having policies and

procedures in place to respond to a cyber-attack can lower the HIRA score for this hazard.

**3. Service Provider Participation:**

- a. Participants found it helpful to have the IT service provider partake in the exercise to answer questions and provide guidance/advice in real time.

**Public Education:**

Every municipality's emergency management program must have public education on risks to public safety and on public preparedness for emergencies. Throughout 2022 Emergency Management continued to work with County Communications to share information and key messaging about COVID-19 in conjunction with Wellington-Dufferin-Guelph Public Health.

Emergency Preparedness week was May 2-6. During the week, information was made available through the County's Social Media page, the County page in the Wellington Advertiser, and Highway 6 billboard signage. Contests for both large and small preparedness kits were held through social media and the County libraries. Emergency Management Coordinator's organized virtual presentations to elementary schools in collaboration with our partners at OPP, GWPS and local fire departments. Additionally, the Division participated in Wellington North's 150th Celebration held on July 2.

The County page in the Wellington Advertiser, the County of Wellington's social media accounts (an average of 4/month) and the Highway 6 billboard sign regularly contain emergency preparedness information.

The Emergency Management team is set to once again participate in the virtual 'Safe Communities Day' on October 6, 2022. Participating students from across the County will have the opportunity to view a video on Emergency Preparedness and ask questions to staff.

The Emergency Management Division continues with the "Do one thing" promotion. Emergency Preparedness messages were available in The Wellington Advertiser, on the County's social media and radio stations.

Preparedness messaging is provided utilizing the following monthly theme's:

January – Frozen Pipes/Make a Plan

February - 211

March – Floods

April – Sheltering

May – Emergency Preparedness Week

June – Tornadoes

July – 72 Hour Kit

August – Unique Family Needs

September – Be Informed

October – Power Outages

November – Winter Weather (Car Kits)

December – Winter Weather (Driving)

**Critical Infrastructure:**

Every municipality shall identify the facilities and other elements of the infrastructure that are at risk of being affected by emergencies. The critical infrastructure list was updated by the Township at the Committee meeting. Critical Infrastructure identification is managed digitally through the Common Operating Picture. During the summer, the Division undertook a review of Critical Infrastructure across the County to confirm types, locations, and updating of photos. Any new information/updates are expected to be added to the Critical Infrastructure layer within the Common Operating Picture by the end of 2022.

**Conclusion:**

The Township of Wellington North has fulfilled the mandatory municipal requirements set out in the Emergency Management Civil Protection Act and Regulation 380/04 for 2022.

<b>FINANCIAL CONSIDERATIONS</b>
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None

<b>ATTACHMENTS</b>
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- Township of Wellington North Emergency Management Programme Committee Minutes- February 15, 2022

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

Yes

No

N/A

<b>Prepared By:</b>	Bobby De Hetre, Emergency Manager/CEMC	<i>Bobby De Hetre</i>
<b>Recommended By:</b>	Brooke Lambert, Chief Administrative Officer	



## Township of Wellington North

Emergency Management Program Committee (EMPC)  
February 15, 2022 – 1330 hrs (1:30 pm) Virtual Zoom Meeting

### DRAFT Minutes

On Call:

Adam McNabb, Director of Finance/Treasurer  
Bobby De Hetre, EM Programme Coordinator  
Cathy Conrad, Deputy Clerk  
Cathy Sweeney, EM Assistant  
Chris Harrow, Fire Chief  
Darren Jones, CBO  
Heather Lawson, EM Programme Coordinator  
Hurania Melgar, EM Manager/ CEMC  
Jim Klujber, Wellington North Power  
Karren Wallace, Director of Legislative Services/Clerk  
Matt Aston, Director of Public Works  
Mike Givens, CAO

#### 1. Adoption of Minutes

**Moved:** Mike Givens

**Seconded:** Matt Aston

Motion that the minutes of April 20, 2021 are approved as circulated. **Carried**

#### 2. Business Arising from Minutes

a. **Dashboard** – reviewed by individual item number.

- i. (3) Mitigation measures for ice storms are not a WN policy but annual tree maintenance by Public Works is completed. WN Hydro has a policy specific to tree maintenance, group feels this covers ice storm mitigation. Item is considered complete.
- ii. (6) smart board instructions have not been created yet, Heather and Chris will collaborate to complete. To be added to EOC procedures.
- iii. (12) Municipal 511 training completed Oct 2021, is available virtual. COP will be reviewed later in the agenda, and training for this will be done this year for the new system.
- iv. (14) supplies needed for Alt EOC have yet to be completed. Fire Chief will complete.
- v. (15) Tent cards, will be outside printed with just IMS position, no names.
- vi. (16) System check at Alt EOC have been completed in Aug 2021.



### b. Alert Ready (Emergency Alert System)

- i. Ontario local test schedule will be Wed May 4/22 @12:55 p.m. est, and Wed Nov 16/22 @ 12:55 pm est.
- ii. Newly formed Broadcast Intrusive Alerting Working Group. Currently EM team is working with local partners in the creation of pre created templates for use with emergency alerts that will enable faster turnaround and checklists for ease of use, consistency across partners, translation to French, and alignment of messages. Looking to have done by May 2022 and will also provide training.

### 3. Essential Level Work Plan 2022

Committee reviewed high level work plan chart, no questions or concerns noted.

### 4. HIRA 2022 Review and Approval

Going forward the EM programme will be running a 5 year cycle/rotation for individual full scale HIRA reviews of each municipality. Starting this year with Puslinch and Mapleton. Wellington North will be reviewed in 2023, and presented to the EM Programme Committee in 2024. A full scale review will allow for scientific and research based HIRA's increasing accountability, resiliency and providing a better foundation for each EM programme. The process will involve engaging as many stakeholders as possible for the most thorough review possible.

Committee reviewed HIRA with some discussions and changes. Program Coordinator to integrate those requested changes noted below;

- regarding HAZMAT transportation and fixed site, EM Programme Coordinator will be adding more information about what specific location each of the hazards would affect.
- Add Agrisan (451 Smith Street, Arthur) and Coop (Mount Forest) to HAZMAT fixed location.
- Add Snow Storm as a hazard to the HIRA, per discussion.

### 5. Emergency Response Plan Review

There will be a final After Action Review completed once our COVID-19 response is "over" this year. This review will be shared with member municipalities.

No updates, changes or concerns from the committee regarding the existing ERP.

### 6. Critical Infrastructure (CI) Review

All CI is now maintained utilizing the COP. CI data can be updated, pulled, and organized via the Operations Response application in the COP. Please forward any changes to the CI to EM Assistant ([cathysw@wellington.ca](mailto:cathysw@wellington.ca)).





#### a. COP (Common Operating Picture) Map:

- Screen share and demo was provided by Bobby on the new Common Operation Picture (COP) mapping tool. Old was slow, clunky and often crash.
- The COP has transitioned to being supported by ESRI's ArcGIS. Widely used across the Emergency Management.
- As a result, the COP now offers 3 broad tools such as Situational Awareness, Damage Assessment, and Public Information. Data is automated and works across all three tools. Each of these has a subset of applications to help prepare for and respond to emergencies.
- Question: Can this be linked to eICS platform, unfortunately not at this time.
- Currently, EM is focusing on rolling out the Situational Awareness tool, including both the Operations Response and EM Dashboard. These applications can help to facilitate a common understanding of the operational environment and drive decision making. Information such as weather, utility, rail, parcel, and incident data can be viewed and analyzed.
- Each municipality will get log in credentials at some point and training will also be offered.

No updates, changes or concerns from Committee regarding Critical Infrastructure List.

#### 7. Emergency Operations Centres (EOC)

Virtual EOC are always available option and in the plan. Once COVID-19 environment allows EM team will be visiting and updating documents onsite.

No updates, changes or concerns from Committee regarding their EOC's.

#### 8. Updated Training Plan 2020-2025

- a. Review of training plan, noting the only update is addition of IMS in-house training. This was run in 2021 and will run only as necessary moving forward.
- b. Reviewed revised training plan with January 2022 date. For any training that is offered by request, send Township staff names to EM Manager for enrolment.
  - **Hazard Specific Presentation/Training** – June or September 2022. This presentation/training will focus on the different hazards we may experience in the County. We will bring in presenters who have experienced hazards and can share some lessons learned. A more interactive form of training.
  - **EM 300** – CEMC course, 2022 date to be confirmed. Course is run in person instructed by OEM Field Officer Teresa Alonzi. EM Manager will reach out for enrollment.
  - **EM 200** – BEM hosted in person, April 5-6/22 in Fergus. EM Manager will reach out for enrollment.



- **Elected Officials Course** – available by request or every 4 years.
- **IMS 100** – available via self-study on the OFMEM training website.
- **IMS 200** – Basic Incident Management System, November 21-22/22 in Fergus. EM Manager will reach out for enrollment.
- **IMS 300** – Incident Management System, currently only offered by Provincial instructors, can check the OFMEM training portal for potential dates.
- **In House IMS Courses** – offered by request. Ran in 2021, training presentations are available for review by position/function noted below.
  - Command, Operations, Planning, Logistics, Admin/Finance
- **Scribe Training** – will be run again this year, can be presented virtually.
- **Shelter Management Course** - provided by Red Cross, will run April/May 2022 exact timing to be confirmed, then shared.
- **Crisis Communications/Emergency Information** - available by request.
- **Municipal 511** – available by request, can be presented virtually.
- **Common Operation Picture (COP)** - available by request, presented virtually.
- **eICS Software training** - available by request, presented virtually and/or recorded sessions.

#### Extra Training Options:

- **First responders specific training** - (Interoperability training)—available by request.
- **Flood Notification Training** – provided by Conservation Authorities.
- **Critical Incident Stress Management Training** – available by request.

#### c. Position Specific Training Requirements Example:

EM Manager highlighted a new form for training going forward. Township MECC members will be provided with a record of their personal training completed\*, along with a Position Specific training form that indicates the required training courses needed for that particular IMS position. Members will continue to receive the MECC compliance form used in previous years attesting to their knowledge for compliance to be signed and returned to EM department.

\* the personal training completed is only what we have on file. If you have completed any of the required courses needed, please send your certificate or confirmation of completion to Cathy for inclusion. Email to:

[cathysw@wellington.ca](mailto:cathysw@wellington.ca)



## 9. Exercise

- a. **2022 Exercise** – Will be running a combined exercise with Minto, HIRA based hazard, suggestion of Cyber Attack in May/Jun. Will be testing EOC procedures, notification procedures, reviewing the telecommunication resiliency and additionally it will familiarize MECG's with expanded EOC's.

No questions or concerns from committee noted.

## 10. Public Education 2022

Emergency preparedness messages will go in the Wellington Advertiser throughout 2022 as well as regularly prepared posts (4x/month) on the County's social media pages.

Emergency preparedness spots will be occurring throughout the year on local radio stations and digital billboard ads on Hwy 6. Emergency preparedness (EP) week is May 1-7, 2022 with plans for presentations with/at schools, swap talk, displays and contests including in County library branches. If there are specific items that you would want to see at WN library locations, please advise Heather. We will seek out to collaborate with other local agencies for additional opportunities to create awareness. New kid's activity sheets, fun contests and new prizes will also be utilized.

Continuing with the "do one thing" topic focus messaging each month, our 2022 schedule is as follows, keeping in mind that if there is something occurring in the County, additional appropriate messaging will be put out.;

January – Making a Plan

February – 211

March – Flooding

April – Sheltering

May – Emergency Preparedness Week

June – Tornadoes/ Severe summer weather

July- 72 hour kit

August – Unique Family Needs

September – Be Informed

October – Power Outages

November – Winter Weather (Driving)

December – Winter Weather (Car Kits)

No questions or concerns from Committee.



## 11. Notification List Review:

Review of document: 2021\_04\_19 WN Appendix A Notification List

EM Assistant directed to reverse the two names in position of Head of Council 1<sup>st</sup> Alternate and 2<sup>nd</sup> Alternate on notification list, CAO mentioned that more changes are pending and will be sent.

EM Manager asked if there would be any other staff that could be put forward for scribe.

**ACTION:** Matt A advised that he will provide a name for scribe.

## 12. New Business

- a. **eICS Software:** still looking for a replacement of the BBM used previously. eICS is working on some updates to features, EM will update staff one that has been completed.
- b. **New EM Website;** currently working on, will be easier to find and use information and AODA compliant.
- c. **Alignment of EM Programme Documents:** EM staff will be reviewing all EM documents so that they correctly align into the IMS system, so we can more fully integrate that IMS system.

## 13. Information & Correspondence

none

## 14. Adjournment

Chair adjourned meeting at 2:38 p.m.

Meeting secretary: Cathy Sweeney, EM Assistant

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH  
MINUTES OF REGULAR COUNCIL MEETING – SEPTEMBER 12, 2022 AT 2:00 P.M.  
HYBRID MEETING WITH COUNCIL IN PERSON AND OTHERS VIA WEB CONFERENCING**

**Members Present:**

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

**Staff Present:**

**Chief Administrative Officer: Brooke Lambert**  
**Director of Legislative Services/Clerk: Karren Wallace**  
**Deputy Clerk: Catherine Conrad**  
**Chief Building Official: Darren Jones**  
**Director of Operations: Matthew Aston**  
**Director of Finance: Farhad Hossain**  
**Human Resources Manager: Amy Tollefson**  
**Economic Development Officer: Dale Small**  
**Interim Manager Programming & Community Engagement: Mandy Jones**  
**Manger of Development Planning: Curtis Marshall**  
**Senior Planner: Matthieu Daoust**

**CALLING TO ORDER**

Mayor Lennox called the meeting to order.

**ADOPTION OF THE AGENDA**

RESOLUTION: 2022-294

Moved: Councillor McCabe

Seconded: Councillor Yake

THAT the Agenda and the Supplementary Agenda for the September 12, 2022 Regular Meeting of Council be accepted and passed.

CARRIED

**DISCLOSURE OF PECUNIARY INTEREST**

Councillor Burke declared an indirect pecuniary interest with Item 2a under the heading Items for Consideration – Planning - Report DC 2022-034 being a report on Consent Application (Severance) B100-22 known as Lot 1 & Part Lot 2, e/s Dublin St., Part Lots 1 & 2, w/s Arthur St, Plan Town of Mount Forest; Item 2b under the heading Items for Consideration – Planning - Report DC 2022-035 being a report on Consent Application (Lot Line Adjustment) B101-22 known as Part Lot 18, Concession 12 former Township of Arthur; Item 2c under the heading Items for Consideration – Planning – Report DC 2022-036 being a report on Consent Application (Lot Line Adjustment) B102-22 known as known as Part Lot 18, Concession 12 former Township of Arthur; and Item 2e under the heading Items for Consideration – Planning - Report DC 2022-038 being a report on Consent Application (Lot Line Adjustment) B106-22 known as Part Lots 8 & 8, Concession 12, in the former Township of Arthur; as Appendix A of each report was prepared by her employer.

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

RESOLUTION: 2022-295

Moved: Councillor Burke

Seconded: Councillor Hern

THAT the Council of the Corporation of the Township of Wellington North recess the September 12, 2022 Regular Meeting of Council for the purpose of holding a Public Meeting under the Planning Act: 2:03

- Rai R Suraj, Minor Variance
- Edgar and Lena Sauder, Minor Variance
- Steven Clark, Minor Variance
- Housekeeping Zoning By-law Amendment

CARRIED

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

RESOLUTION: 2022-296

Moved: Councillor McCabe

Seconded: Councillor Hern

THAT the Council of the Corporation of the Township of Wellington North resume the September 12, 2022 Regular Meeting of Council at 2:27 p.m.

CARRIED

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

- a. By-law Number 102-22 being a by-law to amend By-law 66-01, being a Zoning By-law for the Township of Wellington North. (Housekeeping)

RESOLUTION: 2022-297

Moved: Councillor Burke

Seconded: Councillor Yake

THAT By-law Number 102-22 being a by-law to amend By-law 66-01, being a Zoning By-law for the Township of Wellington North be read a First, Second and Third time and enacted. (Housekeeping)

CARRIED

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

1. Regular Meeting of Council, August 29, 2022
2. Public Meeting, August 29, 2022

RESOLUTION: 2022-298

Moved: Councillor McCabe

Seconded: Councillor Yake

THAT the minutes of the Regular Meeting of Council and the Public Meeting held on August 29, 2022 be adopted as circulated.

CARRIED

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

1. Mount Forest Pool Replacement
  - Report CAO 2022-003 Mount Forest Pool Replacement

Councillor McCabe inquired about the requirements regarding naming rights for the new pool. Karren Wallace, Director of Legislative Services/Clerk, stated that staff were directed to prepare a sponsorship policy dealing with those types of things and will bring it to a future Council meeting.

**IDENTIFICATION OF ITEMS REQUIRING SEPARATE DISCUSSION**

1b, 2a, 2b, 2c, 2e, 6a, 6b

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

RESOLUTION: 2022-299

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT all items listed under Items For Consideration on the September 12, 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 minutes of the Mount Forest Aquatics Ad-Hoc Advisory Committee held on August 23, 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 September 6, 2022.

THAT the Council of the Corporation of the Township of Wellington North direct staff proceed with a procurement process as detailed within Township policy for the renovation of the upper leisure hall at the Mount Forest and District Sports Complex at this time;

AND FURTHER THAT Council direct staff to utilize previously allocated Municipal Modernization and Efficiency Funds for this project;

AND FURTHER THAT Council authorize the Director of Operations, or their designate, to enter an agreement(s) for this project.

THAT the Council of the Corporation of the Township of Wellington North receive Report DC 2022-037 being a report on Consent Application (Lot Line Adjustment) B103-22 known as Part Lot 27, Concession 7 in the former Township of Arthur.

AND FURTHER THAT the Council of the Township of Wellington North supports consent application B103-22 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 enter into an agreement apportioning any future maintenance costs on any municipal drain impacted by the application, and the owner shall provide a \$500.00 deposit to cover the cost of the re-apportionment if it is determined there are municipal drains impacted by the application and a \$250.00

fee for the Drainage Superintendent's review of the application to determine status of any drain;

- THAT the barn labeled as "Old Shed" in the application be demolished and the site left in a graded level condition to the satisfaction of the Township.

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

THAT the Council of the Corporation of the Township of Wellington North receive Report DC 2022-039 being a report on Consent Application (Lot Line Adjustment) B111-22 known as Part of Park Lot 4, s/s Wellington St., Plan Town of Mount Forest.

AND FURTHER THAT the Council of the Township of Wellington North supports consent application B111-22 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;

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 2022-040 being a report on Consent Application (Lot Line Adjustment) B113-22 known as Part Lot 5, s/s Perth St, Wylie's Survey in the Town of Mount Forest.

AND FURTHER THAT the Council of the Township of Wellington North supports consent application B113-22 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 confirms location of the existing water service and sanitary sewer service on private property for 305 Perth Street to ensure it is entirely within the retained lands;
- THAT zoning compliance is achieved for the severed and retained parcel to the satisfaction of the Township;
- THAT application B113-22 is conditional on the approval of applications B114-22 and B115-22 to the satisfaction of the Township of Wellington North and the County of Wellington;



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 2022-041 being a report on Consent Application (Severance) B114-22 known as Part Lots 5 & 6, s/s Perth St., Wylie's Survey in the Town of Mount Forest. AND FURTHER THAT the Council of the Township of Wellington North supports consent application B114-22 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 Owner confirms location of the existing water service and sanitary sewer service on private property for 405 Durham Street W to ensure it is entirely within the retained lands;
- THAT the garden shed on Severed (2) to be removed to the satisfaction of the township;
- THAT a parking space that complies with Subsection 6.27 of Zoning By-law 66-01 be provided or zoning relief be obtained to the satisfaction of the township.
- THAT zoning compliance for the severed and retained parcels is achieved to the satisfaction of the Township;
- THAT applications B114-22 and B115-22 are conditional on the approval of application B113-22 to the satisfaction of the Township and the County of Wellington;

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 2022-041 being a report on Consent Application (Severance) B114-22 known as Part Lots 5 & 6, s/s Perth St., Wylie's Survey in the Town of Mount Forest. AND FURTHER THAT the Council of the Township of Wellington North supports consent application B114-22 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 Owner confirms location of the existing water service and sanitary sewer service on private property for 405 Durham Street W to ensure it is entirely within the retained lands;
- THAT the garden shed on Severed (2) to be removed to the satisfaction of the township;
- THAT a parking space that complies with Subsection 6.27 of Zoning By-law 66-01 be provided or zoning relief be obtained to the satisfaction of the township.
- THAT zoning compliance for the severed and retained parcels is achieved to the satisfaction of the Township;
- THAT applications B114-22 and B115-22 are conditional on the approval of application B113-22 to the satisfaction of the Township and the County of Wellington;

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 2022-042 being a report on Consent Application (Severance) B115-22 known as Part Lots 5 & 6, s/s Perth St., Wylie's Survey in the Town of Mount Forest.

AND FURTHER THAT the Council of the Township of Wellington North supports consent application B115-22 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 Owner confirms location of the existing water service and sanitary sewer service on private property for 405 Durham Street W to ensure it is entirely within the retained lands;
- THAT a parking space that complies with Subsection 6.27 of Zoning By-law 66-01 be provided or zoning relief be obtained to the satisfaction of the township;
- THAT zoning compliance for the severed and retained parcels is achieved to the satisfaction of the Township;
- THAT applications B114-22 and B115-22 are conditional on the approval of application B113-22 to the satisfaction of the Township and the County of Wellington;

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 the Planning Report prepared by Curtis Marshall, Manager of Development Planning, County of Wellington, dated August 31, 2022, regarding Extension of Interim Control By-law, Cannabis Production and Processing Uses;

AND FURTHER THAT the Council of the Corporation of the Township of Wellington North amend the Interim Control By-law for cannabis uses to extend the expiry date of the by-law for an additional one year period to allow for the completion of the Township's Cannabis Production and Related Uses Study.

THAT Council of the Corporation of the Township of Wellington North receive the Planning Report prepared by Matthieu Daoust, Senior Planner, County of Wellington, dated August 29, 2022, regarding H. Bye Construction Ltd., 108 – 114 Broomer Crescent, Township of Wellington North - Mount Forest, Part Lot Control Exemption Application.

THAT the Council of the Corporation of the Township of Wellington North receive Report CBO 2022-10 being the Building Permit Review for the period ending August 31st, 2022.

THAT the Council of the Corporation of the Township of Wellington North receive for information Report EDO 2022-024 being an update from the Economic Development Office.

THAT the Council of the Corporation of the Township of Wellington North receive the Saugeen Economic Development Corporation in Partnership with the Regional Advisory Committee, information pamphlet The Saugeen Economy Jan – June 2022.

THAT the Council of the Corporation of the Township of Wellington North receive the Vendor Cheque Register Report dated September 7, 2022.

THAT the Council of the Corporation of the Township of Wellington North receive Report TR 2022-004 being a report on the proposed 2023 Budget Schedule for information;

AND FURTHER THAT Council endorse the schedule proposed by staff as follows:

- End of September 2022 - Budget templates circulated to Senior Management Team
- October 2022 – Budget inputs provided to finance team for consolidation
- November-December 2022 - Budget Discussions between Senior Management Team Members and Director of Finance and Consolidated Budget Draft prepared for Senior Management review
- January 2023 - Staff presents proposed budget to Council
- February 2023 - Staff / Council presents revised budget to Public for Comment
- March 2023 - Staff / Council presents revised budget based with Public Consultation (if required), and 2023 Budget By-law passed;

AND FURTHER THAT Council endorse that staff will make best efforts to adhere to this schedule for the 2023 budget process.

CARRIED

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

Councillor Burke removed herself from the meeting as she had previously declared a conflict with Reports DC 2022-034, DC 2022-035, DC 2022-036 and DC 2022-038.

RESOLUTION: 2022-300

Moved: Councillor McCabe

Seconded: Councillor Yake

THAT the Council of the Corporation of the Township of Wellington North receive Report DC 2022-034 being a report on Consent Application (Severance) B100-22 known as Lot 1 & Part Lot 2, e/s Dublin St., Part Lots 1 & 2, w/s Arthur St, Plan Town of Mount Forest;

AND FURTHER THAT the Council of the Township of Wellington North supports consent application B100-22 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 zoning compliance be achieved for the severed and retained parcel to the satisfaction of the Township.

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

THAT the Council of the Corporation of the Township of Wellington North receive Report DC 2022-035 being a report on Consent Application (Lot Line Adjustment) B101-22 known as Part Lot 18, Concession 12 former Township of Arthur.

AND FURTHER THAT the Council of the Township of Wellington North supports consent application B101-22 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, of both properties, enter into an agreement apportioning any future maintenance costs on any municipal drain impacted by the application, and the owner shall provide a \$500.00 deposit to cover the cost of the re-apportionment if it is determined there are municipal drains impacted by the application and a \$250.00 fee for the Drainage Superintendent's review of the application to determine status of any drain;

- THAT zoning compliance for the consolidated parcel is achieved to the satisfaction of the Township.

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

THAT the Council of the Corporation of the Township of Wellington North receive Report DC 2022-036 being a report on Consent Application (Lot Line Adjustment) B102-22 known as known as Part Lot 18, Concession 12 former Township of Arthur.

AND FURTHER THAT the Council of the Township of Wellington North supports consent application B102-22 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, of both properties, enter into an agreement apportioning any future maintenance costs on any municipal drain impacted by the application, and the owner shall provide a \$500.00 deposit to cover the cost of the re-apportionment if it is determined there are municipal drains impacted by the application and a \$250.00 fee for the Drainage Superintendent's review of the application to determine status of any drain;
- THAT zoning compliance is achieved for the consolidated parcel to the satisfaction of the Township;
- THAT application B102-22 is conditional on the approval of application B101-22 to the satisfaction of the Township of Wellington North and the County of Wellington.

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 2022-038 being a report on Consent Application (Lot Line Adjustment) B106-22 known as Part Lots 8 & 8, Concession 12, in the former Township of Arthur.

AND FURTHER THAT the Council of the Township of Wellington North supports consent application B106-22 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 enter into an agreement apportioning any future maintenance costs on any municipal drain impacted by the application, and the owner shall

provide a \$500.00 deposit to cover the cost of the re-apportionment if it is determined there are municipal drains impacted by the application and a \$250.00 fee for the Drainage Superintendent's review of the application to determine status of any 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.

CARRIED

Councillor Burke returned to the meeting.

RESOLUTION: 2022-301

Moved: Councillor McCabe

Seconded: Councillor Yake

THAT the Council of the Corporation of the Township of Wellington North receive Report OPS 2022-023 being a report on the conceptual design of a new Operations Centre in Arthur;

AND FURTHER THAT Council approve in principle the conceptual designs presented within this report;

AND FURTHER THAT Council directs staff to investigate and provide recommendations on purchasing a five acre parcel of land for the facility in the future and once the budget is approved.

CARRIED

RESOLUTION: 2022-302

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North receive Report OPS 2022-023 being a report on the 2021-2022 Annual Performance Report for the Arthur Wastewater Treatment Plant;

AND FURTHER THAT Council direct staff to publish the report on the Township's website.

CARRIED

## **NOTICE OF MOTION**

No notice of motion tabled.

## **COMMUNITY GROUP MEETING PROGRAM REPORT**

Councillor Burke (Ward 2):

- Mount Forest Aquatic Ad Hoc Advisory Committee "You've Been Flocked" campaign will start September 18<sup>th</sup> and run till October 2<sup>nd</sup>.
- Mount Forest BIA is hosting a Grand Opening at the Parkette beside the Bank of Montreal on September 30<sup>th</sup>.

Councillor McCabe (Ward 4):

- Thanked the Arthur Agricultural Society volunteers for their work on the Arthur Fall Fair.

**BY-LAWS**

- a. By-law Number 103-22 being a by-law to amend Interim Control By-law 092-21 (Cannabis Production Related Uses) to extend the period of time during which it will remain in effect to September 27, 2023
- b. By-law Number 104-22 being a bylaw to exempt lands from Part Lot Control, H. Bye Construction Ltd. (108 – 114 Broomer Crescent, Township of Wellington North - Mount Forest)

RESOLUTION: 2022-303

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT By-law Number 103-22 and 104-22 be read a First, Second and Third time and enacted.

CARRIED

**CULTURAL MOMENT**

- Celebrating H. Gordon Green

H. Gordon Green was perhaps Wellington North's most famous personality. In the prime of his career, in the 1960s and 1970s, he was one of the better-known journalists and radio commentators in Canada. Green was a native of Arthur Township, where he was born in 1912 as the eldest of eight children. Coming of age during the depression, he took on a number of jobs including farm hand (at 50 cents a day), country school teacher, and door-to-door salesman.

Green was destined to become a writer and enrolled in journalism at the University of Michigan where he sold his first story to the Toronto Star Weekly for \$50. This was big money for the late 1930s. His childhood as an impoverished farm boy and experience with marginal employment opportunities had left an impression. After a brief stint at McGill studying medicine, he joined the army.

Following his service, he joined the staff of the Montreal Star. He was assigned to the Family Herald, the Star's weekly farm magazine that at that time was a fixture in nearly every rural and small-town household. Even though he was still in his 30s, Green had developed a down-home writing style that made reference to his experiences in the 1920s and 1930s. He became editor and held the position for almost 20 years.

As time passed, he became something of a celebrity, a role he enjoyed immensely. By the 1950s, he appeared frequently on various CBC radio programs as a commentator and panelist. Green's radio career evolved into a short-syndicated commentary that was heard over dozens of radio stations in Canada. He became known as "Radio's Old Cynic" which suited his style.

In the 1960s he became engaged in politics and in 1962 accepted the nomination as the New Democratic Party candidate in the riding of Wellington North. Although broadly supported and pulling in the largest vote ever for the NDP, he only managed a third-placed showing.

H. Gordon Green published a number of books including Professor Go Home and A Time to Pass Over. He continued to write a column for the Star until his death of cancer in 1991. His last column appeared the day before he died. Thousands mourned his death. Fellow Arthurite MPP Ted Arnott delivered a tribute in the Ontario legislature.

Submitted by James Taylor Wellington North Cultural Roundtable

(source material from the Wellington Advertiser where many of his columns appeared)

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

RESOLUTION: 2022-304

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT By-law Number 105-22 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 September 12, 2022 be read a First, Second and Third time and enacted.

CARRIED

#### **ADJOURNMENT**

RESOLUTION: 2022-305

Moved: Councillor Hern

Seconded: Councillor Yake

THAT the Regular Council meeting of September 12, 2022 be adjourned at 3:17 p.m.

CARRIED

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**MAYOR**

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**CLERK**



**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH  
PUBLIC MEETING MINUTES - SEPTEMBER 12, 2022 AT 2:00 PM  
HYBRID MEETNG WITH IN PERSON AND VIA WEB CONFERENCING**

**Members Present:**

	<b>Mayor:</b>	<b>Andrew Lennox</b>
	<b>Councillors:</b>	<b>Sherry Burke</b>
		<b>Lisa Hern</b>
		<b>Steve McCabe</b>
		<b>Dan Yake</b>

**Staff Present:**

	<b>Chief Administrative Officer:</b>	<b>Brooke Lambert</b>
	<b>Director of Legislative Services/Clerk:</b>	<b>Karren Wallace</b>
	<b>Deputy Clerk:</b>	<b>Catherine Conrad</b>
	<b>Chief Building Official:</b>	<b>Darren Jones</b>
	<b>Director of Operations:</b>	<b>Matthew Aston</b>
	<b>Director of Finance:</b>	<b>Farhad Hossain</b>
	<b>Human Resources Manager:</b>	<b>Amy Tollefson</b>
	<b>Economic Development Officer:</b>	<b>Dale Small</b>
<b>Interim Manager Programming &amp; Community Engagement:</b>		<b>Mandy Jones</b>
<b>Manger of Development Planning:</b>		<b>Curtis Marshall</b>
<b>Senior Planner:</b>		<b>Matthieu Daoust</b>

#### **CALLING TO ORDER**

Mayor Lennox called the meeting to order

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

No pecuniary interest declared.

#### **OWNERS/APPLICANT**

**ZBA 20/22 Township of Wellington North - Housekeeping**

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

The proposed amendment affects multiple properties in the Township of Wellington North. A map was not been provided since multiple properties are affected.

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

The purpose and effect of the proposed amendment is to:

1. Remove "Hotel" as a permitted use within the Central Commercial (C1) zone. Presently the zoning by-law permits "Hotel" uses in the Central Commercial (C1) zone.
2. Revise the Accessory Residential Use regulations within the Central Commercial (C1), Highway Commercial (C2), and Neighbourhood Commercial (C3) zones to prohibit accessory residential uses on the ground floor of a commercial building. Presently the zoning by-law permits that 49% of the rear portion of the ground floor of a commercial building may be used for accessory residential uses.

#### **NOTICE**

Notices were mailed to the applicable agencies and posted in the Wellington Advertiser on August 18, 2022.

## PRESENTATIONS

Matthieu Daoust, Senior Planner, County of Wellington, Township of Wellington North

- Planning Report dated September 12, 2022

### PLANNING OPINION

This housekeeping amendment will introduce changes to the Township of Wellington North Zoning By-law 66-01 to refine the permitted uses and accessory residential regulations from the Central Commercial (C1), Highway Commercial (C2) and Neighborhood Commercial (C3) zones. Planning staff have prepared the final By-law for Council's consideration.

### PURPOSE

Housekeeping changes or amendments are intended to keep a zoning by-law relevant with other policy or legislation, user friendly, accurate and manageable. The current Zoning By-law was adopted in 2001 and has undergone six housekeeping amendments (2003, 2009, 2013 and 2018, 2021 and May 2022). The proposed housekeeping changes have been compiled through day to day usage of the document and are to edit, clarify and update the By-law. These housekeeping amendments have been developed in consultation with Township Staff.

### PROPOSED CHANGES

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

#### Central Commercial (C1) – Hotel Uses

Proposed removal of "Hotel" as a permitted use within the Central Commercial (C1) Zone. A Hotel will remain as a permitted use within the Highway Commercial (C2) Zone. This change will provide for better alignment with the objectives of the County Official Plan. Further, planning staff note there is often parking constraints with proposed hotels in C1 zones as the lot areas are typically small given the downtown locations. The intent of the C1 Zone is to serve the needs of pedestrian oriented traffic, while the C2 Zone shall be for commercial uses serving the travelling public.

#### Commercial Zones – Accessory Residential Uses

Proposed revision of the Accessory Residential Use regulations with the Central (C1) Zone, Highway Commercial (C2) and Neighborhood Commercial (C3) Zones to prohibit accessory residential uses on the ground floor of a commercial building. Presently, the By-law permits that 49% of the rear portion of the ground floor of a commercial building may be used for accessory residential uses. This proposed change will ensure that Commercial uses remain the primary use in Commercial Zones. Planning Staff note that accessory residential uses remain permitted as of right above commercial uses in the aforementioned Commercial Zones.

#### Next Steps

A chart has been prepared identifying the specific proposed changes to the By-law for information and was attached as Schedule 1 to this report. A final By-law has been prepared for Council's consideration.

**CORRESPONDENCE FOR COUNCIL'S REVIEW**

Michael Oberle, Environmental Planning Technician, Saugeen Valley Conservation Authority

- Email dated September 1, 2022 (No Objections)

Derek McMurdie, Planner, Grey County

- Letter dated September 2, 2022 (No Objection)

**REQUEST FOR NOTICE OF DECISION**

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

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

No comments or questions.

**COMMENTS/QUESTIONS FROM COUNCIL**

Councillor Yake asked if the forty-nine percent residential on the rear portion on the main floor is being removed. Matthieu Daoust, Senior Planner, clarified that it is being removed and the main floor will be only commercial.

Councillor McCabe commented that this gets hotels out of the downtown area for more than one reason. Hotels should be at the periphery of the towns and this must have a bit to do with parking as well. Matthieu Daoust, Senior Planner, explained that the downtown lots are smaller, and parking is one of the concerns.

Mayor Lennox stated that it is important when we talk about the main floor provisions that we preserve the commercial space in the downtown cores. Most people believe the downtown cores are the heart of our communities and we want to encourage commercial uses there as much as we possibly can; even though there is so much pressure on the need for residential. This is a good change and appropriate for the times.

**ADJOURNMENT**

RESOLUTION: 009-2022

Moved: Councillor Burke

Seconded: Councillor Yake

THAT the Public Meeting of September 12, 2022 be adjourned at 2:27 pm.

CARRIED

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**MAYOR**

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**CLERK**



**WELLINGTON NORTH**  
SEMPER PORRO

## Staff Report

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

**From:** Michael Givens, CAO

**Subject:** CAO 2022-003 Mount Forest Pool Replacement

### RECOMMENDATION

**THAT** Council of the Township of Wellington North receive for information Report CAO 2022-003 Mount Forest Pool Replacement.

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

MOUNT FOREST AQUATIC AD-HOC ADVISORY COMMITTEE TERMS OF REFERENCE

RPL 2022-005 being a report on summer recreation programs

Concept Design New Pool-February 8, 2022

CAO 2021-008 fundraising committee guidelines

OPS 2021-012 being a report to prioritize major Wellington North water and wastewater projects

RAC 2016-003 being a report on establishing an ad hoc committee regarding the Mount Forest Pool

### BACKGROUND

At the May 9, 2022 Council meeting, Council requested a summary of “key decision points” that require consideration as we continue to move forward with the design, finance, build of a new pool in Mount Forest. These items are more specifically associated with the financial components associated with a recreation project of this magnitude.

Items for consideration, decision making and direction provision to staff and committee(s)-

1. What is the budget for the new Mount Forest Pool? Current concepts suggest between \$5 and \$5.5 million. Pools can be scoped to meet a budget. Is council going to consider a budget cap or is continued creep acceptable?
2. How much long-term debt is Township council willing to accept to build a pool? \$2.5 million? \$4.5 million? Debt levels are currently low for the Township, but major capital investments that are likely to require debt financing loom.
3. The recent joint meeting of the Recreation, Parks, Leisure Committee and Mount Forest Aquatics Ad Hoc Advisory Committee confirmed that the Ad Hoc Advisory Committee continues to focus fundraising efforts solely on pool enhancements (i.e., items that are not included as part of the existing pool. (E.g., climbing wall, water feature(s), sunshades, bubblers). When the final concept is prepared, Council and staff should sit down and confirm the list of enhancements with pricing and provide that to the Ad Hoc Advisory Committee, so they understand their goal. Is the beach entry an enhancement? Is the trellis an enhancement? Is landscaping surrounding the pool (outside the fence) an enhancement? These are examples of questions that need to be addressed prior to the list of enhancements being provided to the Ad Hoc Advisory Committee.
4. Are funds raised through naming rights, contributions from neighbouring municipalities whose residents utilize the pool to go towards the core pool and bathhouse capital funds? Do potential proceeds from the sale of lands of the current pool site go towards the core pool and bathhouse?
5. It has been assumed by some there are 2 separate fundraising pots. 1 for pool enhancements that the Ad Hoc Advisory Committee is focused on and 1 for the core pool (replacement) and bathhouse (replacement). Is it council's assumption that staff are "fundraising" for the core pool and bathhouse?
6. Is the Mount Forest Pool project the #1 priority capital infrastructure project for all eligible provincial or federal funding grants? That is typically a question asked as part of funding applications, requiring a resolution of council to confirm. Council endorsed an application in 2019 to the Investing in Canada Infrastructure Program (ICIP) for the Arthur Community Centre renovations, dressing room expansions. Has the Mount Forest pool now become the number 1 recreation priority?
7. Does Council want to establish clear targets that must be met prior to actual construction proceeding?
  - a. Examples-
    - i. 2/3 of total project funding must be secured prior to proceeding. A combination of fundraising, grants, reserve allocations.
    - ii. Ad hoc Committee has raised 2/3 of funding target for project enhancements.

<b>FINANCIAL CONSIDERATIONS</b>
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**FUNDING SOURCES-**

- Development Charges dedicated to the MF Pool
  - Balance-\$403,000
  - Note-development charges are to be utilized to address “Net Growth Related Costs”
- Cash in lieu of parkland-can be used for upgrading of existing parks/facilities, provided need is due to intensification. The case could be made for certain of the landscape amenities for sure.
  - Balance-\$187,000
- Council Community and Contingency Reserve-really the council discretionary reserve
  - Balance \$8000
- Tax rate stabilization-justification, reduce debt required reduces future tax rate pressure
  - Balance-\$1.4 million
- Capital infrastructure Reinvestment Reserve Fund- used for rehab or replacement of existing infrastructure
  - Balance-\$1.3 million
- Gas tax or Ontario Community Infrastructure Fund-Formula Based (OCIF)-could commit **future** receipt of these funds to the project. That would create a gap for other infrastructure rehab. Gas tax historically focused on bridge rehabilitation, OCIF focused on other infrastructure rehabilitation (roads, water, sanitary)
  - Gas tax, now Canada Community Building Fund (CCBF) 2022 Allocation-\$378,000
  - OCIF 2022 Allocation-\$1,903,374

**OTHER IMMINENT PROJECTS THAT WILL REQUIRE A COMBINATION OF DEBT FINANCING, DEVELOPMENT CHARGES, OTHER DEVELOPER CONTRIBUTION, RESERVES AND GRANTS**

<i>Project</i>	<i>Estimated Cost*</i>
Arthur Wastewater Plant Project – Phase 2	\$8.3 Million (2018)
Mount Forest Water Tower	\$5 Million (2021)
Arthur Water Tower	\$3.7 Million (2020)
Arthur Water Supply	\$3.5 Million (2021)
Mount Forest Wastewater Plant Capacity	Unknown
Arthur Water Treatment	Unknown
Arthur Community Centre Renovations & Dressing Room Additions	\$1.8 Million (ice plant, piping, ice surface work completed)
Mount Forest Fire Hall	\$2 Million
Arthur Operations Centre	\$3.5 Million

\*- Estimate costs are approximate, and parenthesis' indicate year of engineered or preliminary estimate.

The above list is not exhaustive but is to provide context of the amount of funding that will be required in the near future.

**OTHER CONSIDERATIONS-**

1. 2022 ANNUAL REPAYMENT LIMIT-\$2,296,276

This limit represents the maximum amount which the municipality had available as of December 31, 2020 to commit to payments relating to debt and financial obligation.

2. Mount Forest Pool Operations-annually pool operations cost the Township approximately \$70,000. These are operating costs only. A 25-year debenture for \$2.5 million would add over \$150,000 annually to the pool costs.

**ATTACHMENTS**

- 1. Amortizing Debenture Draft Payment Schedule \$2.5 million, 25 year, 3.50% interest, annual payment
- 2. 2022 Annual Repayment Notice-MMAH
- 3. MF Pool Concept 3-most preferred concept based on survey results
- 4. Resolution #2019-341

**STRATEGIC PLAN 2019 – 2022**

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

- Yes
- No
- N/A

Which priority does this report support?

- Modernization and Efficiency
- Municipal Infrastructure
- Partnerships
- Alignment and Integration

<b>Prepared By:</b>	Michael Givens, CAO	<i>Michael Givens</i>
<b>Recommended By:</b>	Michael Givens, Chief Administrative Officer	<i>Michael Givens</i>



## >> Amortizing Debenture Schedule

Organization Name	Wellington North
Principal Amount	\$2,500,000.00
Annual Interest Rate	3.50 %
Loan Term (Year)	25
Debenture Date (mm/dd/yyyy)	08/01/2023
Maturity Date (mm/dd/yyyy)	08/01/2048
Payment Frequency	Annual
Loan Type	Amortizing

Payment Date	Total Payment	Principal Amount	Interest Amount	Principal Balance
08/01/2024	\$151,685.09	\$64,185.09	\$87,500.00	\$2,435,814.91
08/01/2025	\$151,685.09	\$66,431.57	\$85,253.52	\$2,369,383.34
08/01/2026	\$151,685.09	\$68,756.67	\$82,928.42	\$2,300,626.67
08/01/2027	\$151,685.09	\$71,163.16	\$80,521.93	\$2,229,463.51
08/01/2028	\$151,685.09	\$73,653.87	\$78,031.22	\$2,155,809.64
08/01/2029	\$151,685.09	\$76,231.75	\$75,453.34	\$2,079,577.89
08/01/2030	\$151,685.09	\$78,899.86	\$72,785.23	\$2,000,678.03
08/01/2031	\$151,685.09	\$81,661.36	\$70,023.73	\$1,919,016.67
08/01/2032	\$151,685.09	\$84,519.51	\$67,165.58	\$1,834,497.16
08/01/2033	\$151,685.09	\$87,477.69	\$64,207.40	\$1,747,019.47
08/01/2034	\$151,685.09	\$90,539.41	\$61,145.68	\$1,656,480.06
08/01/2035	\$151,685.09	\$93,708.29	\$57,976.80	\$1,562,771.77
08/01/2036	\$151,685.09	\$96,988.08	\$54,697.01	\$1,465,783.69
08/01/2037	\$151,685.09	\$100,382.66	\$51,302.43	\$1,365,401.03
08/01/2038	\$151,685.09	\$103,896.05	\$47,789.04	\$1,261,504.98
08/01/2039	\$151,685.09	\$107,532.42	\$44,152.67	\$1,153,972.56
08/01/2040	\$151,685.09	\$111,296.05	\$40,389.04	\$1,042,676.51
08/01/2041	\$151,685.09	\$115,191.41	\$36,493.68	\$927,485.10
08/01/2042	\$151,685.09	\$119,223.11	\$32,461.98	\$808,261.99
08/01/2043	\$151,685.09	\$123,395.92	\$28,289.17	\$684,866.07
08/01/2044	\$151,685.09	\$127,714.78	\$23,970.31	\$557,151.29
08/01/2045	\$151,685.09	\$132,184.79	\$19,500.30	\$424,966.50
08/01/2046	\$151,685.09	\$136,811.26	\$14,873.83	\$288,155.24
08/01/2047	\$151,685.09	\$141,599.66	\$10,085.43	\$146,555.58
08/01/2048	\$151,685.03	\$146,555.58	\$5,129.45	\$0.00
	<b>\$3,792,127.19</b>	<b>\$2,500,000.00</b>	<b>\$1,292,127.19</b>	

### DISCLAIMER:

Infrastructure Ontario does not warrant or make any representations regarding the use or the results of the use of the calculator found herein in terms of their correctness, accuracy, timeliness, reliability, or otherwise. Under no circumstances shall Infrastructure Ontario be held liable for any damages, whether direct, incidental, indirect, special, or consequential, and including, without limitation, lost revenues or lost profits, arising from or in connection with your use or reliance on the calculator found herein.

This calculator is provided for general illustrative purposes only and does not constitute investment advice. To take into account your specific circumstances, you should obtain professional investment, legal and/or tax advice, as appropriate.



## 2022 ANNUAL REPAYMENT LIMIT

(UNDER ONTARIO REGULATION 403 / 02)

<b>MMAH CODE:</b>	<b>75617</b>		
<b>MUNID:</b>	<b>23020</b>		
<b>MUNICIPALITY:</b>	<b>Wellington North Tp</b>		
<b>UPPER TIER:</b>	<b>Wellington Co</b>		
<b>REPAYMENT LIMIT:</b>		<b>\$</b>	<b>2,296,276</b>

The repayment limit has been calculated based on data contained in the 2020 Financial Information Return, as submitted to the Ministry. This limit represents the maximum amount which the municipality had available as of December 31, 2020 to commit to payments relating to debt and financial obligation. Prior to the authorization by Council of a long term debt or financial obligation, this limit must be adjusted by the Treasurer in the prescribed manner. The limit is effective January 01, 2022

### FOR ILLUSTRATION PURPOSES ONLY,

The additional long-term borrowing which a municipality could undertake over a 5-year, a 10-year, a 15-year and a 20-year period is shown.

If the municipalities could borrow at 5% or 7% annually, the annual repayment limits shown above would allow it to undertake additional long-term borrowing as follows:

5% Interest Rate			
(a)	20 years @ 5% p.a.	\$	28,616,668
(a)	15 years @ 5% p.a.	\$	23,834,554
(a)	10 years @ 5% p.a.	\$	17,731,231
(a)	5 years @ 5% p.a.	\$	9,941,671
7% Interest Rate			
(a)	20 years @ 7% p.a.	\$	24,326,775
(a)	15 years @ 7% p.a.	\$	20,914,280
(a)	10 years @ 7% p.a.	\$	16,128,078
(a)	5 years @ 7% p.a.	\$	9,415,183

# DETERMINATION OF ANNUAL DEBT REPAYMENT LIMIT

043

(UNDER ONTARIO REGULATION 403/02)

MUNICIPALITY:

**Wellington North Tp**

MMAH CODE:

**75617**

**Debt Charges for the Current Year**

		1 \$
0210	Principal (SLC 74 3099 01) . . . . .	1,407,345
0220	Interest (SLC 74 3099 02) . . . . .	81,422
0299	<b>Subtotal</b>	<b>1,488,767</b>
0610	Payments for Long Term Commitments and Liabilities financed from the consolidated statement of operations (SLC 42 6010 01) . . . . .	0
9910	<b>Total Debt Charges</b>	<b>1,488,767</b>

**Amounts Recovered from Unconsolidated Entities**

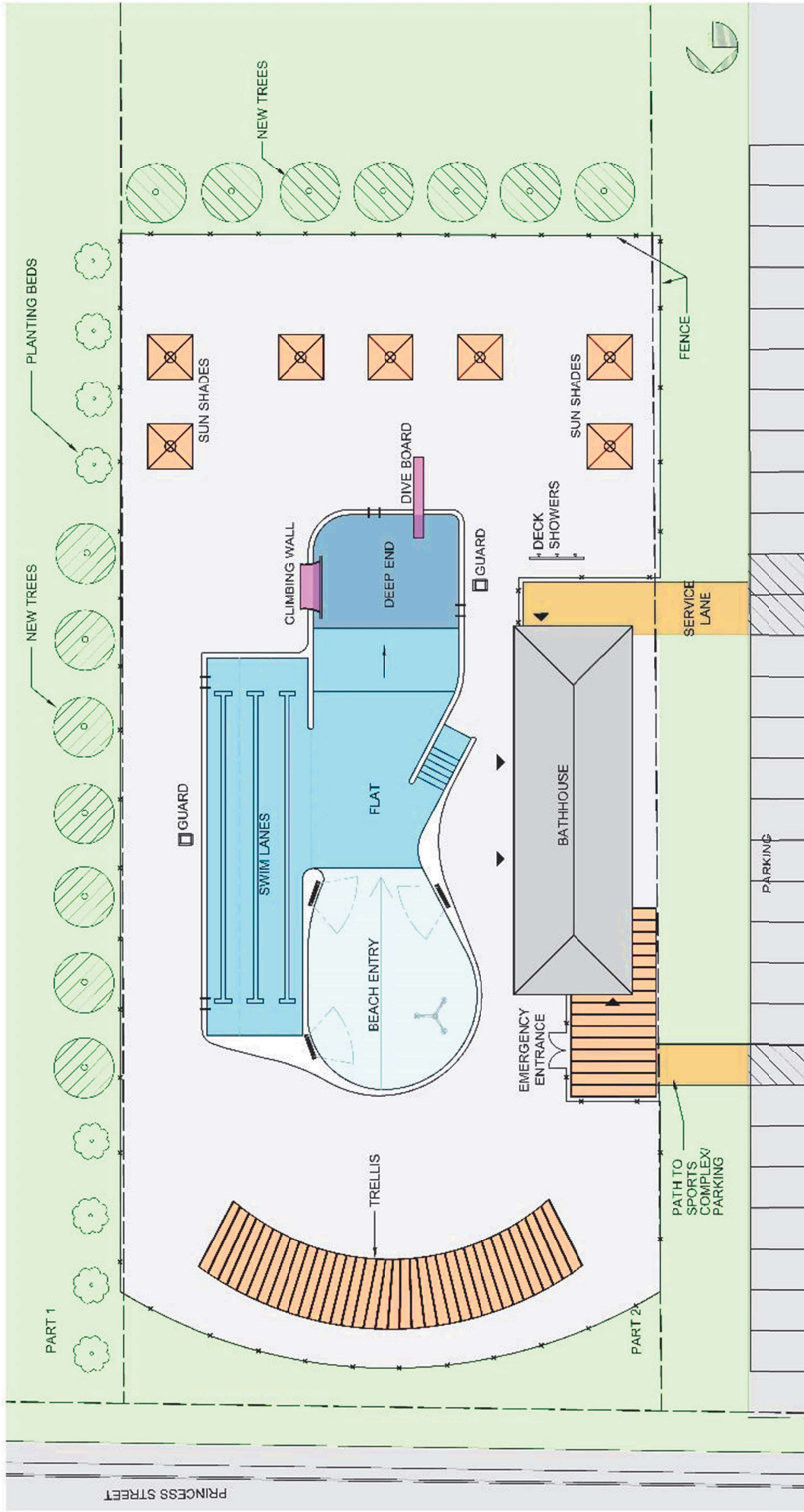
		1 \$
1010	Electricity - Principal (SLC 74 3030 01) . . . . .	0
1020	Electricity - Interest (SLC 74 3030 02) . . . . .	0
1030	Gas - Principal (SLC 74 3040 01) . . . . .	0
1040	Gas - Interest (SLC 74 3040 02) . . . . .	0
1050	Telephone - Principal (SLC 74 3050 01) . . . . .	0
1060	Telephone - Interest (SLC 74 3050 02) . . . . .	0
1099	<b>Subtotal</b>	<b>0</b>
1410	Debt Charges for Tile Drainage/Shoreline Assistance (SLC 74 3015 01 + SLC 74 3015 02) . . . . .	20,394
1411	Provincial Grant funding for repayment of long term debt (SLC 74 3120 01 + SLC 74 3120 02) . . . . .	0
1412	Lump sum (balloon) repayments of long term debt (SLC 74 3110 01 + SLC 74 3110 02) . . . . .	0
1420	<b>Total Debt Charges to be Excluded</b>	<b>20,394</b>
9920	<b>Net Debt Charges</b>	<b>1,468,373</b>

		1 \$
1610	Total Revenue (SLC 10 9910 01) . . . . .	18,698,178
<b>Excluded Revenue Amounts</b>		
2010	Fees for Tile Drainage / Shoreline Assistance (SLC 12 1850 04) . . . . .	0
2210	Ontario Grants, including Grants for Tangible Capital Assets (SLC 10 0699 01 + SLC 10 0810 01 + SLC 10 0815 01) . . . . .	2,853,123
2220	Canada Grants, including Grants for Tangible Capital Assets (SLC 10 0820 01 + SLC 10 0825 01) . . . . .	51,135
2225	Deferred revenue earned (Provincial Gas Tax) (SLC 10 830 01) . . . . .	0
2226	Deferred revenue earned (Canada Gas Tax) (SLC 10 831 01) . . . . .	356,309
2230	Revenue from other municipalities including revenue for Tangible Capital Assets ( SLC 10 1098 01 + SLC 10 1099 01) . . . . .	110,171
2240	Gain/Loss on sale of land & capital assets (SLC 10 1811 01) . . . . .	-111,686
2250	Deferred revenue earned (Development Charges) (SLC 10 1812 01) . . . . .	305,016
2251	Deferred revenue earned (Recreation Land (The Planning Act)) (SLC 10 1813 01) . . . . .	0
2252	Donated Tangible Capital Assets (SLC 53 0610 01) . . . . .	0
2253	Other Deferred revenue earned (SLC 10 1814 01) . . . . .	25,687
2254	Increase / Decrease in Government Business Enterprise equity (SLC 10 1905 01) . . . . .	0
2255	Other Revenue (SLC 10 1890 01 + SLC 10 1891 01 + SLC 10 1892 01 + SLC 10 1893 01 + SLC 10 1894 01 + SLC 10 1895 01 + SLC 10 1896 01 + SLC 10 1897 01 + SLC 10 1898 01) . . . . .	49,829
2299	<b>Subtotal</b>	<b>3,639,584</b>
2410	Fees and Revenue for Joint Local Boards for Homes for the Aged . . . . .	0
2610	<b>Net Revenues</b>	<b>15,058,594</b>
2620	<b>25% of Net Revenues</b>	<b>3,764,649</b>
9930	<b>ESTIMATED ANNUAL REPAYMENT LIMIT (25% of Net Revenues less Net Debt Charges)</b>	<b>2,296,276</b>

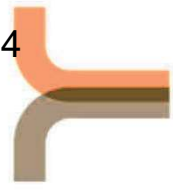
\* SLC denotes Schedule, Line Column.

# Concept 3. - Plan

017



044



Concept Design for New Outdoor Pool



RESOLUTION: 2019-341

Moved: Councillor Hern

Seconded: Councillor Yake

*THAT the Council of the Corporation of the Township of Wellington North receive Report RAC 2019-019 being a report on the Investing in Canada Infrastructure Program (ICIP) Application be received;*

*AND FURTHER THAT Council support and direct staff to submit an application for the rehabilitation of the Arthur and Area Community Centre consistent with this report, a project which will result in improved functionality and accessibility at the community-owned facility;*

*AND FURTHER THAT Council agree to fund the Township's share of the project cost, as recommended by Township staff, if the application is successful.*

CARRIED

I, Karren Wallace, CLERK OF THE  
TOWNSHIP OF WELLINGTON NORTH  
HEREBY CERTIFY THIS TO BE A  
TRUE AND COMPLETE COPY

Karren Wallace  
Karren Wallace

*of Resolution 2019-341 from the Nov 4/18  
meeting of Council*

## Mount Forest District Chamber of Commerce Meeting Minutes

August 9th, 2022

### ATTENDANCE

- |                    |  |
|--------------------|--|
| • Shawn McLeod     | President  |
| • Kelly Dimick     | Vice - President                                 |
| • Sharon Wenger    | Treasurer – Chair Fireworks Festival             |
| • Emma Jeffries    | Director   |
| • Stacey Stevenson | Administrator                                    |
| • Dale Small       | Wellington North Township, EDO                   |
| • Lisa Hern        | Wellington North Township Council Representative |

### I. Call to Order

President Shawn McLeod called to order the regular meeting of the Mount Forest District Chamber of Commerce at 6:32 pm on August 9th, 2022, in the Chamber board room.

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

Report was included in the agenda package and Dale reviewed the highlites.

### III. Council Notes – Councillor Lisa Hern

- a. Council meeting next week is cancelled
- b. There will be an upcoming council meeting again to further discuss the community pool design and costs. They are looking to establish a process for large donors.
- c. New CAO has been hired at the Township.
- d. Queen Street construction is on schedule.

### IV. Approval of Minutes for June 2022 (Meeting was postponed for July)

MOTION to Approve – Kelly Dimick  
2<sup>nd</sup> BY – Emma Jeffries

### V. Treasurer's Report – Financial Reports for June 2022

Reports not available due to changes with Bookkeeper. Will be presented next meeting.

### VI. Sub Committee Updates

#### • Office Operations – Stacey

The new air conditioning unit has been installed along with emergency hot water tank replacements. Stacey is to price out fence options for the back parking lot at the Chamber.

- a. Sharon motioned to get pricing and/or to possibly use the demolition derby blocks as a barrier.
- b. Kelly second
- c. All in Favour

- **Fireworks Festival Update –Sharon**

Overall it was a very successful event and the sponsors were pleased.

There have been discussions and plans put in place to make a few adjustments for next there.

Roughly \$40,000 was raised and is possibly going to be rolled into next year's festival and expenditures.

Wilson Storage is now the new storage unit for the fireworks committee and the Chamber.

- **North Wellington Home Expo– Emma Jeffries (Chair)**

The arena is booked for April 22, 2023.

Budget is a work in progress and will be presented at the next meeting.

- **Business, Visitors & Community Guide 2022-2023 – Kelly, Chair**

The plan is to have the guide published and out for the Expo.

Stacey and Kelly to get revised quotes and schedule a sub-committee meeting.

## VII. **New Business:**

### **Sidewalk Sale:**

- Entertainment idea is needed for the Chamber's booth.
- We will be giving away fireworks colouring books
- We will reassess for next year after we see what the turnout is on the weekend.
- Stacey suggested to do a Chamber chalk line on the highway to help direct foot traffic North.

### **Chamber Golf Tournament:**

- The Mount Forest Fireworks Committee has offered to sponsor a hole
- Stacey will be onsite with Sharon for the tournament on the 25<sup>th</sup>.

### **AGM/Excellence Awards:**

- Will be combined this year and open to the public
- There will not be a sit down meal but appetizers with the bar open
- Preparations will start soon
- Date was decided for October 13<sup>th</sup>.
- Stacey to get the nomination forms out
- Sharon to look into the Legion rental

### **Christmas Tree Lighting**

Sharon to reach out to the owner to see if we are still able to get our lights back.

### **Offer Presentation:**

The board of directors had a private meeting without Stacey to discuss her new job offer presentation.

**VIII. Round Table**

**Shawn** - Nothing to add

**Kelly** – Nothing to add

**Sharon** – Asked for everyone to push for festival volunteers

**Emma J**– Nothing to add

**Emma M** – Nothing to add

**Lisa** – Nothing to add.

**Stacey** –Nothing to add.

**Meeting Adjournment**

Shawn Adjourned the meeting at 7:58pm

**Next meeting will be September 13<sup>th</sup>, 2022 at 6:30 in person in Board room of Mount Forest District Chamber of Commerce 248a Main St, Mount Forest.**

DRAFT



## MOUNT FOREST BUSINESS IMPROVEMENT

ASSOCIATION MEETING MINUTES September 13, 2022 @ 8:00 AM

Leisure Room Mount Forest Arena

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

### **PRESENT ATTENDEES**

Members: Andrew Coburn, , Jessica McFarlane, Kathleen Brodie, Bill Nelson

Staff: Dale Small

### **ABSENT ATTENDEES**

Kayla Morton, Jayme Hewson, Dwight Benson, Councillor Burke

### **ADOPTION OF MINUTES**

### **MOTION CARRIED TO APPROVE AGENDA**

Addition to agenda is Halloween event and gold bikes

Moved: Bill N Seconded: Jess McFarlane

### **ITEMS FOR CONSIDERATION**

### **CALL TO ORDER**

### **WELCOME AND INTRODUCTIONS**

Andrew

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

Andrew

### **ITEMS FOR DISCUSSION**

#### **1. EDO (Report provided with agenda)**

Dale

Downtown Wifi should go live by end of month.



Outdoor gym: Cenotaph is proposed location. 2023 project. Between current playground and HWY6 with a gazebo. Dale going to approach architect for design. To be voted at next meeting.

**Parking items:**

- i) Accessible parking spot being asked for in front of Foodland. General consensus not supportive due to traffic concerns.
- ii) Thrift shop has approached TWP to purchase empty parking lot behind them. Would be municipal parking but mostly for volunteer parking. Discussion at next meeting.
- iii) Township staff have once again approached MTO for a cross walk by BMO and Bank of Nova Scotia. BIA totally support and also willing to consider a financial contribution.

**2. Parkette BBQ**

**Jessica**

September 30<sup>th</sup> meeting. Robertson landscaping, Fairbrother, Bob Harris. Kathleen to send to Print One. 50 burgers and hot dogs. To be dispersed to business owners.

Going to mail out letters to all building owners. Dale to get mailing address from Mary-Jo, Bill to get staff member to mail out to each building owner. Kathleen going to get 250 printed and envelopes to mail

**3. Admin assistant**

**Kathleen**

Start to find someone to handle all administrative tasks to handle tasks and complete work on behalf of the board. Budget for 15 hours per month @ \$20 per hour. Work on a job description.

**4. Mural**

**Andrew**

Going to be completed within the next couple of weeks.

**5. Halloween Event**

**Andrew**

Approved with \$200 for decorations. Require a formal letter for Dale to take to TWP council meeting. Need Date? Times?

**6. Gold Bikes**

Passed through to next year.

**NEXT MEETING**

Tuesday October 11<sup>th</sup> 8am at Meeting Room

**ADJOURNMENT**

Moved: Andrew

Seconded: Jessica

# SAUGEEN VALLEY CONSERVATION AUTHORITY

CONSERVATION THROUGH COOPERATION

## MINUTES

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<b>Meeting:</b>	Authority Meeting
<b>Date:</b>	Thursday, July 21, 2022, 1:00 p.m.
<b>Location:</b>	Electronic
<b>Chair:</b>	Barbara Dobreen
<b>Members present:</b>	Paul Allen, Mark Davis, Barbara Dobreen, Dan Gieruszak, Cheryl Grace, Tom Hutchinson, Don Murray, Dave Myette, Mike Niesen, Sue Paterson, Diana Rae, Christine Robinson, Bill Stewart
<b>Members absent:</b>	Maureen Couture, Steve McCabe
<b>Others present:</b>	Jennifer Stephens, General Manager / Secretary-Treasurer Donna Lacey, Manager, Forestry and Lands Elise MacLeod, Manager, Water Resources Erik Downing, Manager, Environmental Planning and Regulations Laura Molson, Manager, Corporate Services Ashley Richards, Communications Coordinator Karleigh Porter, Finance Clerk Janice Hagan, Executive Assistant / Recording Secretary

Chair Maureen Couture was not in attendance; therefore, Vice-Chair Barbara Dobreen assumed the role of Chair. She called the meeting to order at 1:00 p.m.

### 1. Land Acknowledgement:

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

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

### 2. Adoption of agenda

Directors requested that item 10d, Heritage River Status be moved to follow Item 5, Delegation, Designation of Saugeen Rivers as Heritage Rivers.

**Motion #G22-60**

Moved by Diana Rae

Seconded by Tom Hutchinson

THAT the agenda be adopted as amended.

**CARRIED**

**3. Declaration of pecuniary interest**

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

**4. Approval of Authority meeting Minutes – May 19, 2022**

**Motion #G22-61**

Moved by Cheryl Grace

Seconded by Sue Paterson

THAT the minutes of the Authority meeting held on May 19, 2022, be approved as circulated.

**CARRIED**

**5. Delegation – Designation of Saugeen rivers as Heritage Rivers**

Jack Serre informed the Board that he wishes to pursue a Heritage River designation for the five Saugeen Rivers. He is requesting that SVCA provide a letter of support for this initiative. Heritage River status could mean increased collaboration between local interest groups with the common interest in maintaining the natural, economical, recreational, and cultural values of the rivers.

**6. Heritage River status**

Elise MacLeod discussed the Heritage River status and gave a brief overview of the benefits of having the designation, including the strengthening of community relations. The goal of receiving the status is to recognize the natural, cultural, recreational, and economic heritage of a river system. She explained that the first step in the nomination process is to have support from the community. The Directors requested further information on the guidelines, benefits, and possible impacts to the citizens, community groups, and municipalities. After discussion, the following motion carried:

**Motion #G22-62**

Moved by Mark Davis

Seconded by Don Murray

THAT the letter of support for the Heritage River Status for the Saugeen Rivers be deferred, and further

THAT staff prepare a further report outlining the pros and cons of the Heritage River Status.

**CARRIED**

**7. New Staff Introductions**

The following new staff were introduced:

- Karleigh Porter, Finance Clerk
- Ashley Richards, Communications Coordinator

- Elise MacLeod, Manager, Water Resources

## **8. Matters Arising from the Minutes**

### **a. Furnace quotation**

Donna Lacey summarized the submitted report and noted that the replacement of the two furnaces and air conditioning units are necessary as they are in disrepair, and staff working conditions are not acceptable.

#### **Motion #G22-63**

Moved by Christine Robinson

Seconded by Diana Rae

THAT staff be authorized to proceed with the purchase of two new furnaces and air conditioning units in an amount not to exceed \$24,000.

**CARRIED**

## **9. General Manager's Update**

Jennifer Stephens provided a review of the General Manager's report including the submission of the 1<sup>st</sup> progress report to the Province on the implementation of discussions relative to the Inventory of Programs and Services. She also clarified the scope of the ongoing social media campaign that is intended to draw attention to the partnership between SVCA and NWMO in conducting surface water and hydrology monitoring activities. This social media campaign seeks to inform the public of the value of the partnership, such as having improved monitoring information to augment our knowledge of the Saugeen watershed. There was no discussion.

## **10. Consent Agenda**

#### **Motion #G22-64**

Moved by Tom Hutchinson

Seconded by Paul Allen

THAT the reports, Minutes, and information contained in the Consent Agenda, [Items 9a-i], along with their respective recommended motions be accepted as presented.

**CARRIED**

## **11. New Business**

### **a. Client Service and Streamlining Initiative**

Erik Downing reviewed the Client Service and Streamlining initiative report, which outlines a program created by Conservation Ontario to improve and streamline processes in Environmental Planning and Regulations. The report recommended that SVCA participate. He explained the required components of the program and updated the Members on SVCA's progress. There was no discussion.

#### **Motion #G22-65**

Moved by Christine Robinson

Seconded by Cheryl Grace

THAT Saugeen Valley Conservation Authority endorse a commitment to participate in the Client Service and Streamlining Initiative beginning October 1, 2022.

**CARRIED**

**b. Provincial Offences Officer Class designation**

Erik Downing reported that certain Environmental Planning and Regulations, and Forestry and Lands staff have completed the necessary requirements for a Provincial Offences Officer designation. He indicated that it is required that the Board must permit specific staff, not just positions, to execute this role. It was noted that the Forestry and Lands staff would be engaging in an enforcement campaign to ticket those park visitors not adhering to Section 29 of the *Conservation Authorities Act*. Prior to initiating the campaign, a Press Release was issued, and a social media campaign has been ongoing to educate the public before enforcement commences.

**Motion #G22-66**

Moved by Dave Myette

Seconded by Dan Gieruszak

THAT SVCA Manager, Environmental Planning and Regulations (Erik Downing), Regulations Coordinator (Matthew Armstrong) and Regulations Officers (Darren Kenny, Madeline McFadden, Alyssa Gowing) be designated as Provincial Offences Officers for the purpose of enforcing Section 28 of the *Conservation Authorities Act*.

AND FURTHER THAT SVCA Manager, Forestry and Lands (Donna Lacey), Forestry Technician (Aaron Swayze), Field Operations Coordinator (Richard Rowbotham), Field Operations Assistant (Anthony Quipp), Park Superintendents (Elijah Wilson, T. Lee Watson), and Assistant Park Superintendents (R. Jim Leask, Peyton Koebel), be designated as Provincial Offences Officers for the purpose of enforcing Section 29 of the *Conservation Authorities Act*.

**CARRIED**

**c. Inspection of Flood and Erosion Control Projects RFP Award**

Elise MacLeod stated that staff recommend D.M. Wills Associates Limited be awarded the contract to inspect SVCA Flood and Erosion Control structures.

**Motion #G22-67**

Moved by Tom Hutchinson

Seconded by Bill Stewart

THAT D.M. Wills Associates Limited be engaged to complete the 2022 inspection of all SVCA Flood and Erosion Control projects at a cost of \$33,820.00 plus HST;

AND FURTHER THAT these funds be drawn from the Working Capital Reserve.

**CARRIED**

**d. Campground fees**

Donna Lacey explained the recommended fee increases associated with the SVCA campgrounds. There was no discussion.

**Motion #G22-68**

Moved by Cheryl Grace

Seconded by Diana Rae

THAT camping and associated rates be increased as proposed for the 2023 camping season.

**CARRIED**

**e. Strategic Plan Update**

Jennifer Stephens gave an update on the status of the Strategic Plan development. She noted that the response to the municipal engagement survey has been disappointing in that only 5 Directors and 2 senior level municipal staff have participated. Over 100 members of the public participated in the community engagement survey and the majority of permanent staff participated in the internal staff survey. The deadline for some surveys will be extended to allow for more time to provide feedback. Survey links will be recirculated. The Directors noted that the survey appeared to be extensive, and some municipal staff have been amalgamating their response.

**f. Vaccination Policy**

Dr. Ian Arra, Medical Officer of Health for Grey Bruce no longer recommends that all workplaces have vaccination policies.

**Motion #G22-69**

Moved by Don Murray

Seconded by Bill Stewart

THAT the Saugeen Valley Conservation Authority revoke the Vaccination Policy as proposed.

**CARRIED**

**g. Land Acknowledgement**

Ashley Richards presented the report and recommended changes to the Land Acknowledgement. The Directors discussed the complicated pronunciations and requested that a guide be included with the words be written out phonetically with the Land Acknowledgement.

**Motion #G22-70**

Moved by Christine Robinson

Seconded by Dave Myette

THAT the Saugeen Valley Conservation Authority use the updated land acknowledgement statement as proposed.

**CARRIED**

**h. Fundraising strategy**

Ashley Richards discussed the proposed Fundraising strategy and told the Members that staff are focused on a sustainable fundraising strategy that is not reactive, but one with a planned approach. There was no discussion.

**Motion #G22-71**

Moved by Diana Rae

Seconded by Paul Allen

THAT the Saugeen Valley Conservation Authority approve the Fundraising Strategy as proposed.

**CARRIED**

**12. Closed Session**

**Motion #G22-72**

Moved by Cheryl Grace

Seconded by Sue Paterson

THAT the Authority move to Closed Session, In Camera, to discuss a proposed or pending acquisition of land by the Authority; and further

THAT Jennifer Stephens, Donna Lacey, Laura Molson, and Janice Hagan remain in the meeting.

**CARRIED**

Chair Dobreen reported that quorum was lost during the Closed Session and declared the meeting adjourned at 4:23 p.m.

---

Barbara Dobreen  
Chair

---

Janice Hagan  
Recording Secretary

057

THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH  
MOUNT FOREST AQUATICS AD-HOC ADVISORY COMMITTEE MINUTES  
SEPTEMBER 13, 2022 @ 7:00 P.M.  
BILL MOODY PARK MOUNT FOREST

Committee Members Present:

Sherry Burke, Councillor, Chairperson  
Andy Lennox, Mayor, ex-officio  
Shelley Weber, Public Member  
Vern Job, Lions Member

Regrets:

Lori Doney, Public Member  
Ray Tout, Lions Member  
Al Leach, Lions Member  
Jessica McFarlane, Public Member

Staff Present:

Matthew Aston, Director of Operations  
Mandy Jones, Interim Manager, Programming Community Engagement  
Jessica Turnbull, Administrative Assistant

**QUORUM**

Quorum was not achieved after waiting the required 15 minutes.

**NEXT MEETING**

To be determined.



## Safe Communities Wellington County Leadership Table Meeting

Wellington County Museum and Archives

9:30 a.m., June 15, 2022

### In Attendance

Campbell Cork, County of Wellington  
Steve Thomas, Wellington County OPP  
Angelle Eybel, Minto Safe Communities  
Corrie Trewartha, Wellington County OPP  
Beth Hickey, Wellington County OPP  
Adrienne Crowder, Wellington Guelph Drug Strategy  
Jess Rowden, Upper Grand District School Board  
Blaine Burman, County of Wellington  
Pasquale Costanzo, County of Wellington  
Stephen Kitras, Township of Centre Wellington  
Cathy Sweeney, County of Wellington  
Gianni Accettola, North Wellington Health Care & Groves Memorial Hospital  
Helen Edwards, Township of Mapleton  
Christine Veit, Safe Communities Wellington County

**Call to Order** – Angelle Eybel called the meeting to order at 9:34 am.

**II. Approval of Minutes – May 18, 2022** - It was Moved by Campbell Cork, Seconded by Adrienne Crowder that the minutes of the meeting held May 18, 2022 be approved. **CARRIED**

**I. Suggestion to read a land acknowledgement prior to Safe Communities meetings at previous meeting – It was decided that Safe Communities would create a land acknowledgement annually at the January meeting.**

**III. Presentation Pasquale Costanzo – County of Wellington Roads Department**

- I. Discussion about road infrastructure and why certain choices are made. Cities and municipalities across Canada use TAC to guide them in deciding what type of infrastructure is required. <https://www.tac-atc.ca/en/councils-and-committees/general-information>
- II. Wellington County created a Road Master Action Plan - <https://www.wellington.ca/en/resident-services/rd-road-map.aspx>

**IV. Presentation Corrie Trewartha & Beth Hickey – Wellington County OPP – Youth Advisory Committee**

- V. Wellington County OPP are hoping to attract at least two youth members, aged 14 to 20, from each of the county's municipalities, up to a maximum of 20 members.
- VI. Applications, due by Sept. 1, can be made online on the County of Wellington [website](#).
- VII. Wellington County OPP are hoping the opportunity appeals to youth wanting to create a lasting impact within the county and have their voices heard

## VIII. New Business

### (1) Safe Communities Day

- (i) Held on October 6, 2022 Virtually
- (ii) We are able to reach out to more classes if we keep Safe Communities Day virtual
- (iii) We have a plethora of videos that we are able to use from 2020 and 2021.
- (iv) There will be a few updates including a new Falls video, Cyber Safety Video, EMS video, If anyone else wants to update their video or create a new one, the deadline is Friday, September 16, 2022
- (v) This year we are using all 3 blocks of time for the day. Following the videos, we will have a Q & A with the different organizations represented in the videos.

## II. Business Arising

### (a) Safe Kids Week – May 30 to June 5 - Recap

- (i) Goose Chase was created and had a few families participate. Even though it wasn't as successful as we had hoped, it was free. It didn't take much time to set up and it still reached out to a few families. We will revisit the Goose Chase next year and at that point decide whether to continue.
- (ii) Victoria Park on the Thursday was a flurry of activity. Had the opportunity to speak to different families from Rugby, Soccer and Baseball. Handed out 20 Cabinet Locks, and 30 jacket reflectors
- (iii) The Social Media Campaign had some great engagement, including an addition of 10 new followers on twitter and 5 on Instagram.

### (2) Drop the Labels Presentation Series

- (i) Dropping the Bully, Bystander, Victim labels and focus on the "Whole Youth"
- (ii) Youth are invited to participate in an interactive talk about boundaries and the power of language at The Fergus Grove Hub
- (iii) We decided to combine 2 topics into 1 for 4:30 to 6:00
- (iv) Christine Veit will be presenting these topics
- (v) Share it with your networks
- (vi) We will start this again in the Fall – hoping to engage clubs within the high schools and elementary schools.
- (vii) The five part series will included:
  1. Healthy Relationships & Managing Conflict - Jensen Williams, Guelph Wellington Women in Crisis
  2. Self Esteem & Resilience - Meghan Debono, CMHA Waterloo Wellington
  3. Power of Language – Christine Veit, Program Coordinator
  4. Online Safety & Harassment - Constable Beth Hickey, Wellington County OPP
  5. Healthy Boundaries – Christine Veit, Program Coordinator
  6. Each participant will receive a \$10 gift card for attending

### III. Reports from Action Groups & Safe Communities Groups

#### (a) Accidental Poisonings Action Group

- (i) Youth Project will move forward in the summer
- (ii) Worked with 8 different youth serving organizations
- (iii) Working with the Grove Hub to implement the presentations to educate youth about drug and opioid awareness

#### (b) Falls Action Group

- (i) Creating 4 videos focusing on the progression from Exercises by the Kitchen Sink to be ready for the fall.
- (ii) Working with older adults to determine the content and exercises
- (iii) Creating a Facebook Campaign in conjunction with National Fitness Day
- (iv) Zoom Panel Discussion on seniors and their stories
- (v) Alcohol use and falls
- (vi) Participate in Safe Communities Day

#### (c) Motor Vehicle Action Group

- (i) **For the summer, the action group will be focusing on boating safety and will begin focusing on ATV rules for the fall**
- (ii) **Sharing the Road with Farm Equipment will also be a focus for the fall**

#### (d) Mapleton Safe Communities

- (i) Looking forward to National Injury Prevention Day on July 5. Big plans up in Mapleton
- (ii) A la Mode ice cream will be given to kids wearing green
- (iii) Handing out how to wear your helmet properly bookmarks
- (iv) Once again, a colouring contest for the kids
- (v) Goal is to exceed 150 participants

#### (e) Minto Safe Communities

- (i) **Palmerston Fire Hall and Wellington County OPP – held an ATV rules presentation – 12 to 15 people attended**
- (ii) **Genuine interest in learning the differences between riding your ATV on your property vs driving on Wellington County roads vs someone else's property**
- (iii) **Bike Rodeo in the fall at the Curling Club**
- (iv) **Wanting to do a presentation about fraud prevention and Human Trafficking**

### II. Reports from Municipalities and Organizations

#### (a) Centre Wellington

- (i) Committee has been allocated following the election

**(b) Minto Pride and UGDSB**

- (i) Acts of violence toward the LGBTQ2+ ripping down flags in Minto is hateful, but focus should be on the safety of individuals, instead of focussing on the hate.**
- (ii) Individuals are feeling that they do not feel safe in their own communities.**

**(2) Wellington County Council – Campbell Cork**

- (i) June 3 the pride committee launched Pride Month for Wellington County**
- (ii) Amazing support by the County**

**III.Meeting Dates for 2022 (9:30 am) – 8:30 am for Action Groups**

- (a) September 21, 2022**
- (b) November 16, 2022**

**V. Thoughts from the Floor**

**VI. Adjournment (11:03)**

The Next Leadership Table meeting is scheduled for Wednesday, September 21, 2022 at 9:30 a.m.



# WELLINGTON NORTH

SEMPER PORRO

## Staff Report

**To:** Mayor and Members of Council Meeting of September 26, 2022

**From:** Tammy Pringle, Development Clerk

**Subject:** **DC 2022-043, 350 CORK INC. FINAL APPROVAL OF 350 CORK STREET INC. SITE PLAN AGREEMENT**

### RECOMMENDATION

**THAT** Council of the Township of Wellington North receive for information Report DC 2022-043 regarding the Final Approval of the 350 Cork Street Inc. Site Plan Agreement.

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

**By-law 061-20** (August 10, 2020) RE: Zoning By-law Amendment

### BACKGROUND

#### Subject Lands

The property is located in the South/West quadrant of the town of Mount Forest. The land holding is approximately 0.78 acres and is legally known as PT LOT 8 SURVEY ELLIS MOUNT FOREST, PTS 5 & 6 61R20624; TOWNSHIP OF WELLINGTON NORTH.

#### The Proposal

The Owner has applied for Site Plan Approval from the Township to construct a residential six unit cluster townhouse, with no basement, and will be “purpose built rental housing”. This project will include servicing, grading, landscaping and includes Storm Sewer Drainage Ditch Easements.

#### Existing Policy Framework

The subject lands are designated R3-54 High Density Residential Exemption Zone in the Township of Wellington North Zoning By-Law 66-01 and Residential in the County of Wellington Official Plan.

### COMMENTS AND ANALYSIS

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

### COMMUNICATION PLAN

The executed site plan agreement has been registered on the property.

### FINANCIAL CONSIDERATIONS

This proposal has no financial impact on the municipality as the Owner has provided securities and deposits to ensure all of the Works will be completed.

**ATTACHMENTS**

- A. Location Map
- B. Site Plan Agreement

**STRATEGIC PLAN 2019 – 2022**

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

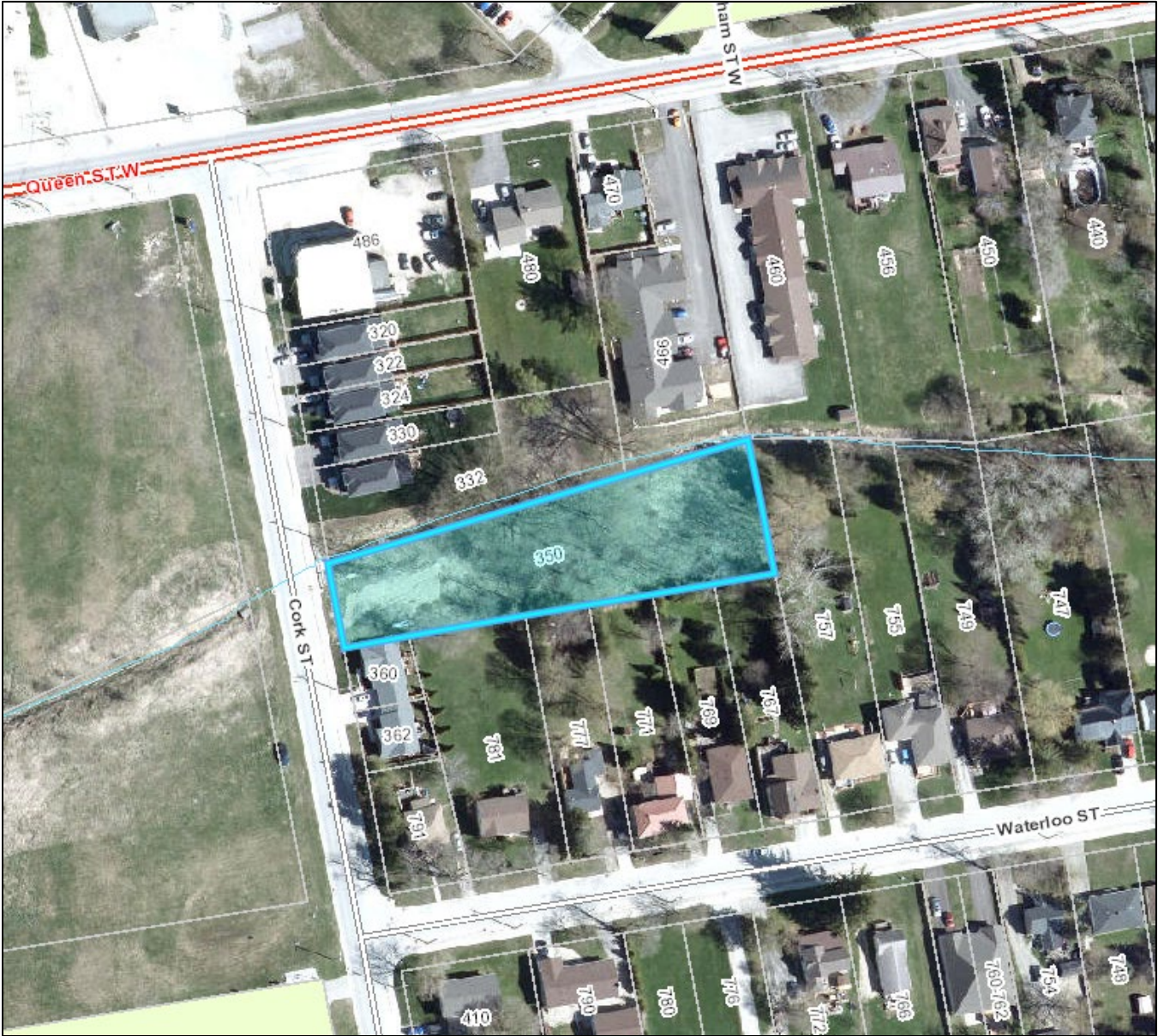
- Yes
  No
  N/A

Which priority does this report support?

- Modernization and Efficiency
  Partnerships  
 Municipal Infrastructure
  Alignment and Integration

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

SCHEDULE A – Location Map



**SCHEDULE B –Site Plan Control Agreement**  
**SITE PLAN CONTROL AGREEMENT**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

BETWEEN:

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH**

(the "Township")  
 OF THE FIRST PART

-and-

**350 CORK INC.**

(hereinafter collectively called the "Owner")  
 OF THE SECOND PART

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

PT LOT 8 SURVEY ELLIS MOUNT FOREST, PTS 5 & 6 61R20624; TOWNSHIP OF WELLINGTON NORTH

PIN: 71056-0130

LRO: 61

(hereinafter called the "Lands")

AND WHEREAS the Township has enacted a Site Plan Control Area By-law pursuant to the provisions of Section 41 of the *Planning Act*, R.S.O. 1990, c.P.13, as amended, which said By-law affects the Lands;

AND WHEREAS this Agreement is being entered into by the parties hereto as a condition to the approval of the plans and drawings submitted by the Owner pursuant to Section 41 of the *Planning Act*.

AND WHEREAS the Owner has submitted to the Township, plans and drawings of a proposed development on the Lands described in Schedule "A" attached hereto;

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

AND WHEREAS these plans can be viewed at the Offices of The Corporation of the Township of Wellington North, 7490 Sideroad 7 West, Kenilworth, Ontario.

NOW THEREFORE in consideration of the mutual covenants hereinafter expressed, the Township's approval of the plans and drawings described herein and other good and valuable consideration, the receipt and sufficiency whereof the parties irrevocably acknowledge, the parties agree as follows:

1. Plans showing the location of all buildings and structures to be erected on the Lands and showing the location of all facilities and works to be provided in conjunction therewith including, without limitation, all facilities and works required under Section 3 below (the "Plans").
2. The Owner covenants and agrees to construct all buildings, structures, facilities and works in accordance with the Plans.
3. The Owner agrees that the building or buildings shall be erected and the project shall be completed in accordance with the Plans and all applicable laws, including without limitation, the exterior building design, site, elevation, landscape-buffering and layout plans as approved by the Township, subject only to such changes as are approved, in writing, by the Township. The Township



- reserves the right to waive or rescind any term or condition contained in this Agreement provided that such condition is waived or rescinded by Resolution of Council.
4. The Owner agrees that there shall be no outside storage on the Lands other than as provided in Paragraph Section 3 of this Agreement.
  5. The Owner agrees that all surface and roof drainage will be controlled on the Lands and taken to an outlet with catch basins, where necessary, in a manner approved by the Township and/or The Corporation of the County of Wellington (the "County").
  6. The Owner agrees that snow shall be removed from the parking lot area for the Lands.
  7. The provisions set out in Schedule "B" to this Agreement are site specific requirements that relate to the Lands and, to the extent that there is any inconsistency or conflict between the two sets of provisions, the terms of Schedule "B" shall prevail.
  8. The Owner agrees to dedicate to the Township, free and clear of all encumbrances, all easements and lands required by the Township for the construction, maintenance and improvement of any existing or newly required watercourses, ditches, land drainage works and sanitary sewage facilities on the Lands and, on request by the Township, to deliver the properly executed documents in registrable form to the Township in order to complete the dedication to the Township and to pay all costs incurred by the Township in respect to the aforementioned dedications.
  9. The Owner shall, where required by Township and/or County resolution, dedicate to the Township and/or to the County widening of highways that abut on the Lands at no cost to the Township and/or County, free and clear of all encumbrances.
  10. The Owner hereby releases and indemnifies the Township, the Township's consulting engineer, and, where applicable, the County, its servants, consultants, agents and contractors from any and all liability and associated costs, claims or demands in respect of the proper maintenance and operation of the matters and facilities required by virtue of this Agreement.
  11. In the event works are to be performed by the Owner, its servants or its agents on lands owned by or to be conveyed to the Township, referred to as offsite Works, the Owner shall:
    - a) The Owner shall obtain and maintain in full force and effect a policy of comprehensive general liability insurance, completed operations insurance, and automobile liability insurance, providing coverage for a limit of not less than FIVE MILLION DOLLARS (\$5,000,000.00) for each occurrence of a claim of bodily injury (including personal injury), death or property damage, including loss of use thereof, that may arise directly or indirectly out of the acts or omissions of the Owner. Such policy or policies shall be issued in the joint names of the Owner, with the Township and the Township's consulting engineer as additional insurers, and the form and content shall be subject to the approval of the Township. The policy shall be in effect for the period described in 11 (e) of this agreement. The issuance of such policy or policies of insurance shall not be construed as relieving the Owner from responsibility for other or larger claims, if any, for which it may be held responsible. A Certificate of Insurance shall be provided prior to the start of construction and on an annual basis. The policy shall specify that it cannot be altered, cancelled, or allowed to lapse unless prior notice by registered mail has been received thirty (30) days in advance by the Township.

- b) If requested by the Township and prior to the commencement of the Works, the Owner's contractor shall forward a Certificate of Insurance evidencing this insurance with the executed Agreement.
  - c) It is also understood and agreed that in the event of a claim any deductible or self-insured retention under these policies of insurance shall be the sole responsibility of the Developer and that this coverage shall preclude subrogation claims against the Township and will be primary insurance in response to claims.
  - d) The Township's claims process for Third Party claims is to refer the claimant, including lien claimants, directly to the Developer and to leave the resolution of the claim with the Contractor. This applies regardless of whether or not it is an insured loss.
  - e) The Owner shall, upon the earlier of (a) commencing any works on the relevant lands, or (b) applying for a building permit, supply the Township with cash or a letter of credit (the "Security") in form satisfactory to the Chief Administrative Officer ("CAO") and in an amount determined by the CAO, sufficiently guaranteeing the satisfactory completion of the offsite works on Township property described in or contemplated by this Agreement and further guaranteeing the workmanship and materials and the repair of all damage to works or facilities required by this Agreement for a minimum period of two (2) years from the date of certification of substantial completion, and receive written approval from the Township Engineer. The Security must further guarantee payment to the Township of all inspection or other costs that the Township may incur as a result of this Agreement. When the work is completed to the satisfaction of the Township Engineer, the Security may be reduced to an amount equal to Ten (10%) per cent of the original amount determined by the Township Engineer for each phase and shall not be further reduced until the Township Engineer has approved the works at the end of the said minimum two (2) years period. No interest shall be payable on any such security deposit.
  - f) The Owner hereby acknowledges and agrees that should there be a deficiency in or failure to carry out any work or matter required by any clause of this Agreement, whether or not such work or matter is specifically secured by way of letter of credit, and the Owner fails to comply, within thirty (30) days written notice, with a direction to carry out such work or matter, the Township may draw on the letter of credit and enter onto the subject lands and complete all outstanding works or matters, and pay all costs and expenses incurred thereby from the proceeds so drawn.
  - g) The Owner hereby acknowledges and agrees that the Township reserves the right to draw on and use the letter of credit to complete any work or matter required to be done by the Owner pursuant to this Agreement. The Owner further acknowledges and agrees that, notwithstanding subsection 11(e) to this Agreement, in the event that the Municipality determines that any reduction in the letter of credit will create a shortfall with respect to securing the completion of any work or matter remaining to be carried out by the Owner pursuant to this Agreement, the Municipality will not be obligated to reduce the letter of credit until such time as such work is completed to the satisfaction of the Municipality or the Municipality has sufficient security to ensure that such work will be completed.
12. In the event works are to be performed by the Owner, its servants or its agents on lands other than lands owned by the Township, referred to as onsite Works, the Owner shall:

- a) Provide the Township with, upon the earlier of (a) commencing any works on the relevant lands, or (b) applying for a building permit, supply the Township with a letter of credit or other satisfactory security in an amount equal to 50% to a maximum of FIFTY THOUSAND DOLLARS (\$50,000) of the cost of works and facilities relating to onsite servicing, storm drainage, surface treatment of parking areas, landscaping, buffer strips, fencing, grading, curbing and similar physical improvement works. No interest shall be payable on any such security deposit.
  - b) Complete the said works and facilities within a period of eighteen (18) months from the date of issuance of a building permit, or within two (2) years of the execution of this agreement by the Township if no building permit is required by the development provided for herein, and provide satisfactory proof of completion of the said works including survey, engineering, architectural (including landscape architect where required), or another professional certification, at the Owner's sole expense. When a substantial amount of the work is completed to the satisfaction of the Township, the Security may be reduced to an amount determined by the Township for each phase and shall not be further reduced until the Township has approved the works.
  - c) Upon failure of the Owner to complete the said works and facilities within the said one year period, the Township may draw on the said letter of credit or other satisfactory security, such amount or amounts as may be required to pay for the work done or to be done pursuant to the provisions of this section and the Township and/or its authorized agents are hereby authorized to enter upon the relevant lands to perform the said works and facilities.
13. The Owner shall grade the Lands and maintain the grading elevations in order to provide for surface drainage which shall be as provided for in the Plans. The Owner shall not use or cause or permit to be used any new construction on the Lands until after an as-built grading survey has been provided by an Ontario Land Surveyor and a professional engineer or architect has given the Township, at the Owner's expense, a letter of compliance for grading and drainage and Storm Water Management and signed by the engineer or architect certifying that all services, structures, works and facilities on or in the Lands which fall within the provisions of Section 41 of the *Planning Act* and are required for this development by the Plans and this Agreement and not contained within a building, have been installed and completed in a manner satisfactory to the engineer or architect.
  14. The Owner covenants and agrees not to permit the Lands to drain otherwise than into a properly installed drainage system with proper catchbasins and the grades and drainage facilities shall be so established as to provide roof water onto the internal system and maintain an on-site storm water management system to limit storm run-off from the site to a predevelopment rate of flow and to indemnify and save harmless the Township from any liability for excess run-off as a result of construction or development on the Lands.
  15. The Owner covenants and agrees to implement and monitor on-site sediment and erosion control measures, during construction of this development, to the satisfaction of the Township and to allow the Township and its agents, in perpetuity, access to the Lands to inspect roof drains, inlet control devices and storm water management facilities.
  16. The Owner is responsible for dust control of all dust resulting from the development, whenever necessary. To eliminate dust, the Owner may be required to apply dust suppressants, covering stockpiles of topsoil with tarps or applying ground cover to the areas that have been stripped and left undeveloped at the direction of the Township.
  17. The Township and Owner agree that the Owner may choose to develop the Lands in phases and in accordance with the approved phasing plan, as shown

on the approved Plans. In such case, the Owner agrees as follows:

- a) that the Owner will not apply for nor will the Township be obligated to issue a building permit for such phase(s) until the provisions of this section have been complied with and the Owner has provided evidence that servicing capacity is available to accommodate the particular development phase, to the satisfaction of the Township;
  - b) that the Owner shall submit to the Township for review and approval proper plans and specifications showing the works and facilities required for site plan approval of each phase;
  - c) that the Owner shall provide to the Township a letter of credit or other satisfactory security in an amount to be determined by the CAO or the Chief Building Official (the "CBO"), and the provisions of this Agreement shall apply to such security with respect to such phase(s); and
  - d) that the provisions of this Agreement shall apply to all such phases.
18. The Owner covenants and agrees to have the Owner's Engineer prepare and submit As Recorded Drawings within six (6) months of completion of the Works to the Township's Development Technologist for review in electronic files (PDF) format. Once approved by Township, the Owner shall submit three (3) bound paper sets of drawings printed on 24" x 36" paper copies and electronic files (PDF and AutoCAD or similar and GIS shape files). Refer to current Township Municipal Servicing Standards for current as constructed drawing submission requirements.
19. The Owner covenants and agrees to have the Owner's Engineer prepare and submit to the Township within six (6) months of completion of the Works an individual Service Record Sheet (SRS) on 8.5" x 11" paper for each property. SRS to be submitted to the Township's Development Technologist for review, until approved, at which time the Township requests two (2) paper sets of SRS 8.5" x 11" and electronic files (PDF). SRS are required for each municipal service within the development; drinking water, sanitary sewer and storm sewer. Refer to current Township Municipal Servicing Standards for Service Record Sheets submission requirements and template.
20. The Owner covenants and agrees to make all necessary arrangements and to be solely responsible for the costs of removing and relocating any existing municipal or public services requiring relocation in the course of, or in connection with, the construction, installation or provision of the works, services and facilities under this Agreement.
21. This Agreement shall be registered against title to the Lands at the Owner's expense. It is understood and agreed that, after this Agreement has been registered against title, it shall not be released by the Township. After all terms and conditions of this Agreement have been complied with to the satisfaction of the Township; the Township, upon request and at the Owner's expense, shall issue a Certificate of Compliance certifying compliance with this Agreement to the date of the Certificate.
22. The Owner hereby grants to the Township, its servants, agents and contractors a license to enter onto the Lands and into structures for the purpose of inspecting the works and the Lands or for any other purpose pursuant to the rights of the Township under this Agreement.
23. The Owner shall obtain from all mortgagees, charges and other persons having an interest in the Lands a postponement of their respective interests to this Agreement in a form satisfactory to the Township and said postponement(s) shall be registered against title to the Lands at the expense of the Owner so that this Agreement shall have priority over all other interests registered against the Lands. The Owner acknowledges and agrees that the site plan approval in

respect of the Lands shall be conditional upon obtaining the above postponement documents and registering them against title to the Lands.

24. The covenants, agreements, conditions and understandings set out herein and in Schedule "B" hereto, which form part of this Agreement, shall run with the Lands and shall enure to the benefit of and be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns, as the case may be.
25. If the proposed development governed by this Agreement is not commenced within two (2) years from the date of the execution of this Agreement, or if the Owner does not make a submission for site plan approval of its broader development of the Lands within two (2) years from the date of the execution of this Agreement, the Township may, at its sole option and on sixty (60) days' notice to the Owner, declare this Agreement null and void and of no further force and effect. The refund of any fees, levies or other charges paid by the Owner pursuant to this Agreement shall be in the sole discretion of the Township, but under no circumstances will interest be paid on any refund.
26. Nothing in this Agreement constitutes a waiver of the Owner's duty to comply with any By-law of the Township or any other law.
27. The Owner agrees to register an easement for the Township to access and maintain the storm sewer drainage ditch with terms, requirements and provisions as set out herein and in Schedule "C" hereto, which form part of this Agreement.

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THIS AGREEMENT is executed by the Township this 16th day of September, 2022.

**THE CORPORATION OF  
THE TOWNSHIP OF WELLINGTON NORTH**  
Per:

16-09-2022

DocuSigned by:



F4F76E807F084484

**DARREN JONES – Interim CAO**

I have authority to bind the corporation.

THIS AGREEMENT is executed by the owner this 16th day of September, 2022.

**350 CORK INC.**

Per:

16-09-2022

DocuSigned by:



2E5D7E19794F40C

**JOSH ALBANO, PRESIDENT**

16-09-2022

DocuSigned by:



4A7D2E5D0A0298E5

**PETER MACKENZIE, TREASURER**

I/we have authority to bind the corporation.

DEVELOPER'S MAILING ADDRESS: RPO Parkdale, PO Box 28059, Waterloo, ON, N2L 6J8

DEVELOPER'S PHONE NUMBER: 519-497-3674

DEVELOPER'S EMAIL ADDRESS: peter@perennialliving.ca

**SCHEDULE "A"****Approved Plans and Drawings**

DOCUMENT NUMBER	DOCUMENT NAME	REVISION NUMBER	REVISION DATE	PREPARED BY
Sheet No 1 of 4	350 Cork Street Site Servicing Plan	13	11-Aug-2022	Wilson-Ford Surveying & Engineering
Sheet No 2 of 4	350 Cork Street Notes and Cross Sections	9	11-Aug-2022	Wilson-Ford Surveying & Engineering
Sheet No 3 of 4	350 Cork Street	7	11-Aug-2022	Wilson-Ford Surveying & Engineering
Sheet No 4 of 4	350 Cork Street Grading Plan	10	11-Aug-2022	Wilson-Ford Surveying & Engineering
L1	Landscape Plan	1	8-Jun-2020	Jeff Baur Design
L2	Landscape Details	1	8-Jun-2020	Jeff Baur Design
S1.0	Notes, Plan, Section, & Detail	3	15-Dec-2021	Tacoma Engineers
	350 Cork Street Rainfall Data		11-Aug-2022	WFSE
	350 Cork Street Approximate Flood Area "Pre-Development"		17-Jun-2022	VanHarten Surveying & Engineering
	350 Cork Street Approximate Flood Area "Post-Development"		16-Jun-2022	VanHarten Surveying & Engineering

**SCHEDULE "B"****Site Specific Requirements**

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

1. The Owner agrees that the building or buildings to be constructed will meet the definition of Purpose Built Rental Housing as per Township of Wellington North By-Law No. 059-18
  - a. "Purpose-Built Rental Housing" means a residential use building or structure that consists of four (4) or more dwelling units that will remain as rental housing for a period of at least 20 years from the date of issuance of a building permit.
2. The Owner agrees that all the services, works, facilities and matters required under this Agreement located on the lands shall be maintained for the life of the proposed development covered by the Site Plan at the Owner's, and each subsequent Owner of Lots or Blocks within the development, expense, including the buried stormwater management works including storm outlets to the storm sewer drainage ditch and maintenance of rip-rap, perimeter board fence, retaining wall and landscaping. The Owner shall give the Township and its agents reasonable access on reasonable notice to the lands for the purpose of verification of compliance with the terms of this Agreement.
3. The proposed cluster townhouse will have no basements such that there will be no dwelling floor elevations below the shown 410.81m and no garage floor elevations below 410.56m.
4. The Owner shall provide an easement as set out in the attached Schedule "C", to be registered on title in favour of the Township, over the storm sewer drainage ditch, retaining wall and access area including provisions for the Township to inspect and maintain the storm sewer drainage ditch including all forms of maintenance; and, shall prepare and register a reference plan that identifies the storm sewer drainage ditch, retaining wall and access area all of which must be approved by, to the satisfaction of, for the benefit of, and at no cost to the Township. The Owner is fully responsible for the construction and maintenance of all proposed works and lands that will lie within the easement. The easement must be registered prior to the release of onsite securities. The Owner is to create and registration of a reference plan that clearly delineates by parts on the plan:
  - a. The boundaries of the storm sewer;
  - b. The location of the retaining wall; and,
  - c. The area designated for tan access easement to allow the Township to inspect and maintain the storm sewer.
5. The Owner shall agree to advise all renters, future purchaser and/or sale/lease the following from Upper Grand District School Board:
  - In order to limit liability, public school buses operated by the Service de transport de Wellington-Dufferin Student Transportation Services (STWDSTS), or its assigns or successors, will not travel on privately owned or maintained right-of-ways to pick up students, and potential busing students will be required to meet the bus at a congregated bus pick-up point.



**SCHEDULE "C"****Storm Sewer Drainage Ditch Easement Requirements****WHEREAS:**

- A. The Transferor is the registered owner of PT LOT 8 SURVEY ELLIS MOUNT FOREST, PTS 5 & 6 61R20624; TOWNSHIP OF WELLINGTON NORTH; PIN 71056-0130 (LT); LRO #61 (the "Transferor's Lands");
- B. The Transferor and the Transferee, The Corporation of the Township of Wellington North (the "Township") have entered into a Site Plan Control Agreement pursuant to section 41 (7)(c) of the *Planning Act*, R.S.O. 1990, c.P.13 as amended dated \_\_\_\_\_ (the "SPA") in respect of the Transferor's Lands;
- C. The SPA provides for the construction and maintenance of works and facilities, such works and facilities detailed in the approved plans (the "Approved Plans") including the construction and maintenance of a retaining wall adjacent to, along and encroaching into the storm sewer drain (the "Retaining Wall") on the Transferor's Lands, such storm sewer drain describes as Parts \_\_\_\_\_, Plan \_\_\_\_\_ (the "Storm Sewer"); and,
- D. The Transferor and the Township agree that the purpose of the Retaining Wall is to allow for a driveway on the Transferor's Lands and to protect the Storm Sewer from any impediment, erosion, collapse or any form of interference with the free-flow of water through the Storm Sewer (the "Purpose of the Retaining Wall").

**TERMS AND PROVISIONS OF THE EASEMENT:**

1. The Transferor hereby grants, conveys and confirms the Township, its successors and assigns, in perpetuity, the free, uninterrupted, unobstructed and undisturbed right and easement to enter upon Parts \_\_\_\_\_, Plan \_\_\_\_\_ (the "Easement Lands") at any time for the purposes of constructing, installing and maintaining a storm sewer drain or ditch (the "municipal services") in, under, over and upon the lands, and with the further and continuing right to the Township, its successors and assigns, and its employees, contractors or agents to enter upon the lands at anytime to construct, repair, correct, operate, replace and maintain at all times in good condition and repair the municipal services, and for every such purpose the Township shall have access, without notice, to the lands at all times by its employees, contractors or agents.
2. The Township covenants and agrees that, upon completion of any work undertaken hereunder, the Township will restore the areas of land upon which it has performed work.
3. The Transferor covenants with the Township to keep the Storm Sewer and the Easement Lands free and clear of any vehicles, trees, buildings, swimming pools, structures or other obstructions which may limit the use, operations, repair, replacement or maintenance of the Storm Sewer and the Easement Lands and to use the lands herein described only in a manner and for purposes not inconsistent with the exercise of the rights created by this indenture and without limiting the generality of the foregoing, only as a storm sewer, retaining wall and driveway and the Transferor agrees not to do or suffer to be done anything which might injure any of the municipal services. For greater certainty, the Retaining Wall is specifically authorized and allowed to encroach upon the Storm Sewer and Easement Lands to the extent it is provided for in the SPA and detailed in the Approved Plans.

The term "building" as set out herein shall specifically include any window sills, chimney breasts, cornices, eaves or other architectural features projecting from any building.

TRANSFEROR'S CONENANTS AND OBLIGATIONS

4. The Transferor, its successors and assigns, shall construct and maintain indefinitely, the Retaining Wall in accordance with the SPA, the Approved Drawings and to the satisfaction of the Township at the Transferor's sole cost and expense, and in default, the provisions of section 446 of the *Municipal Act, 2001*, S.O. 2001, c.25 as amended shall apply. The Retaining Wall shall not be changed, removed, repaired or modified in any way without the prior written approval of the Township.
5. The Transferor, its successors and assigns, agrees and covenants to indemnify and hold harmless the Township, its officers, employees, servants, agents, contractors, engineers, successors and assigns (the "Township Parties") from and against any and all loss, claims, actions, damages (direct, indirect, consequential or otherwise), liability, costs and expenses of every nature and kind whatsoever that are threatened or asserted against or suffered or incurred by the Township Parties or any one of them arising from or out of the construction, maintenance, change, removal, repair or modification of the Retaining Wall and the consequences arising from such actions or Purpose of the Retaining Wall.

GENERAL PROVISIONS

6. The Transferor and the Township, by the acceptance and registration of the within easement, agrees to be bound by the terms and provisions contained herein.
7. The burden and benefit of this easement shall run with the lands herein described and shall extend to and be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.
8. This is an easement in gross.

9/19/22

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

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<b>Cheque Number</b>	<b>Vendor Cheque Name</b>	<b>Cheque Date</b>	<b>Amount</b>
78538	Abell Pest Control Inc	9/12/22	\$138.32
78539	Arthur Foodland	9/12/22	\$124.37
78540	BELLAMY CONTRACTING SERVICES L	9/12/22	\$339.00
78541		9/12/22	\$1,637.20
78542	Brenwood Signs	9/12/22	\$2,129.76
78543	Broadline Equipment Rental Ltd	9/12/22	\$375.73
78544	Canadian Tire #066	9/12/22	\$90.34
78545	Chalmers Fuels Inc	9/12/22	\$4,450.43
78546		9/12/22	\$103.44
78547		9/12/22	\$240.00
78548	Custom Rock Creations	9/12/22	\$5,869.22
78549		9/12/22	\$384.00
78550	Eramosa Engineering Inc.	9/12/22	\$6,976.62
78551		9/12/22	\$181.70
78552		9/12/22	\$168.00
78553	Hydro One Networks Inc.	9/12/22	\$1,112.34
78554		9/12/22	\$1,900.00
78555	Leslie Motors Ltd.	9/12/22	\$53,512.52
78556		9/12/22	\$1,900.00
78557		9/12/22	\$144.00
78558	Perfectmind Inc	9/12/22	\$2,034.00
78559	Premier Equipment Ltd.	9/12/22	\$364.70
78560	Royal Bank Visa	9/12/22	\$2,652.15
78561	Royal Canadian Legion - Ontari	9/12/22	\$625.00
78562	Saugeen Connects	9/12/22	\$350.00
78563		9/12/22	\$72.00
78564		9/12/22	\$62.00
78565	Troll Bridge Creek Inc.	9/12/22	\$108.00
78566	Enbridge Gas Inc.	9/12/22	\$410.70
78567	Ward & Uptigrove Consulting &	9/12/22	\$5,876.00
78568		9/12/22	\$1,900.00
78569	Wightman Telecom Ltd.	9/12/22	\$135.39
78570	Workplace Safety & Ins Board	9/12/22	\$9,185.27
EFT0004027	Agrisan SC Pharma	9/12/22	\$5,700.95
EFT0004028	ALS Canada Ltd.	9/12/22	\$339.00
EFT0004029	Arthur Chrysler Dodge Jeep Lim	9/12/22	\$194.47
EFT0004030	Arthur Lions Club	9/12/22	\$900.00
EFT0004031	Arthur Home Hardware Building	9/12/22	\$191.48
EFT0004032	B M Ross and Associates	9/12/22	\$20,842.85
EFT0004033	Brandt Cambridge	9/12/22	\$3,211.71

<b>Cheque Number</b>	<b>Vendor Cheque Name</b>	<b>Cheque Date</b>	<b>Amount</b>
EFT0004034	Canadian Safety Equipment	9/12/22	\$170.74
EFT0004035	CARQUEST Arthur Inc.	9/12/22	\$216.82
EFT0004036	Cook's Garage	9/12/22	\$431.04
EFT0004037	Corporate Express Canada Inc.	9/12/22	\$108.44
EFT0004038	County of Wellington	9/12/22	\$480.00
EFT0004039	Steve Cudney	9/12/22	\$150.00
EFT0004040	CW AND COMPANY	9/12/22	\$1,908.98
EFT0004041	Decker's Tire Service	9/12/22	\$333.35
EFT0004042	Delta Elevator Co. Ltd.	9/12/22	\$926.74
EFT0004043	Evoqua Water Technologies	9/12/22	\$499.69
EFT0004044	Excel Business Systems	9/12/22	\$288.74
EFT0004045	Fire Marshal's Public Fire Saf	9/12/22	\$66.58
EFT0004046	FOSTER SERVICES/822498 ONT INC	9/12/22	\$26,679.30
EFT0004047	FOXTON FUELS LIMITED	9/12/22	\$718.39
EFT0004048		9/12/22	\$35.50
EFT0004049	Helm MSP Inc.	9/12/22	\$504.71
EFT0004050	Hort Manufacturing (1986) Ltd.	9/12/22	\$638.80
EFT0004051	Ideal Supply Inc.	9/12/22	\$80.20
EFT0004052	J.A. Porter Holdings (Lucknow)	9/12/22	\$30.74
EFT0004053	Lange Bros.(Tavistock) Ltd	9/12/22	\$10,678.50
EFT0004054	Maple Lane Farm Service Inc.	9/12/22	\$78.85
EFT0004055	Marcc Apparel Company	9/12/22	\$1,802.07
EFT0004056	MRC Systems Inc	9/12/22	\$343.46
EFT0004057	Midwest Co-operative Services	9/12/22	\$346.71
EFT0004058	OSIM Inc.	9/12/22	\$203.40
EFT0004059	Paul Davis of Guelph Wellingto	9/12/22	\$2,182.62
EFT0004060	PETRO-CANADA	9/12/22	\$4,656.80
EFT0004061	Print One	9/12/22	\$229.96
EFT0004062	Purolator Inc.	9/12/22	\$5.09
EFT0004063	Risolv IT Solutions Ltd	9/12/22	\$14,147.26
EFT0004064	SAAM CUSTOM MACHINE	9/12/22	\$334.76
EFT0004065	Saugeen Community Radio Inc.	9/12/22	\$1,858.29
EFT0004066	Stephen Hale	9/12/22	\$1,497.25
EFT0004067	Suncor Energy Inc.	9/12/22	\$15,180.15
EFT0004068	Wellington Advertiser	9/12/22	\$282.50
EFT0004069	Young's Home Hardware Bldg Cen	9/12/22	\$496.87
<b>Total Amount of Cheques:</b>			<b>\$225,525.96</b>

**Township of Wellington North**  
**General Fund Financial Summary**  
**Budget vs Year to Date – Ending August 31, 2022**

	<b>2022 Actuals YTD</b>	<b>2022 Budget Aug 31</b>	<b>Actual vs Budget YTD (over)/under</b>	<b>Variance %</b>	<b>2021 Actuals YTD</b>	<b>2022 vs 2021 YTD Variance</b>
<b>REVENUE</b>						
Net Taxation (100%)	(5,653,108)	(5,671,662)	18,554	-0.3%	(5,475,918)	(177,190)
Fees and Service Charges	(4,021,566)	(3,916,699)	(104,867)	2.7%	(3,805,538)	(216,028)
Grants and Subsidies	(1,109,381)	(1,004,133)	(105,247)	10.5%	(1,106,137)	(3,244)
Trsf from Reserves & Res Funds	(495,298)	(487,298)	(8,000)	1.6%	(632,777)	137,479
Other Income						
Penalties and Interest on Taxation	(91,367)	(100,000)	8,633	-8.6%	(99,349)	7,982
Miscellaneous	(234,290)	(53,400)	(180,890)	338.7%	(366,598)	132,308
Investment Income	(92,624)	(96,000)	3,376	-3.5%	(83,526)	(9,098)
Rents, Concessions and Franchises	(311,645)	(379,177)	67,532	-17.8%	(164,013)	(147,632)
Donations	(5,350)	(10,400)	5,050	-48.6%	(9,212)	3,862
	<u>(12,014,629)</u>	<u>(11,718,769)</u>	<u>(295,860)</u>	<u>2.5%</u>	<u>(11,743,068)</u>	<u>(271,561)</u>
<b>EXPENSES</b>						
Council	176,437	184,185	7,748	4.2%	173,138	(3,299)
Administration	650,099	760,309	110,210	14.5%	455,616	(194,483)
Property	80,739	92,839	12,101	13.0%	63,415	(17,324)
Fire Services	579,492	612,723	33,231	5.4%	461,130	(118,362)
Policing & Crossing Guard Services	26,890	34,221	7,331	21.4%	16,030	(10,860)
Conservation Authority	122,365	122,531	167	0.1%	115,170	(7,195)
Protective Inspections & Control	323,803	280,983	(42,820)	-15.2%	238,063	(85,740)
Animal Control	15,973	24,446	8,473	34.7%	12,789	(3,184)
Property Standards	21,267	43,331	22,064	50.9%	27,651	6,384
Roadways	2,183,453	2,081,605	(101,849)	-4.9%	1,800,287	(383,166)
Street Lighting	79,552	97,987	18,435	18.8%	63,071	(16,481)

	<b>2022 Actuals YTD</b>	<b>2022 Budget Aug 31</b>	<b>Actual vs Budget YTD (over)/under</b>	<b>Variance %</b>	<b>2021 Actuals YTD</b>	<b>2022 vs 2021 YTD Variance</b>
Cemetery	83,062	86,560	3,498	4.0%	80,910	(2,152)
Recreation	1,198,156	1,420,100	221,944	15.6%	912,760	(285,396)
Planning	146,812	158,043	11,231	7.1%	148,421	1,609
Economic Development	195,289	198,155	2,866	1.4%	173,504	(21,785)
WNP Holding	-	-	-		-	-
Municipal Drains	33,999	47,000	13,001	27.7%	2,348	(31,651)
Rural Water	4,137	5,272	1,135	21.5%	3,055	(1,082)
Sanitary Sewers	1,598,562	1,490,307	(108,255)	-7.3%	986,234	(612,328)
Water Works	740,394	813,797	73,403	9.0%	677,334	(63,060)
Transfers to Reserves/Res Funds	892,219	892,219	-	0.0%	1,323,803	431,584
Transfers to capital fund	2,272,154	2,272,154	-	0.0%	2,316,318	44,164
	<u>11,424,853</u>	<u>11,718,768</u>	<u>293,915</u>	<u>2.5%</u>	<u>10,051,047</u>	<u>(1,373,806)</u>
<b>(SURPLUS)/DEFICIT</b>	<u>(589,776)</u>	<u>(1)</u>				

## Township of Wellington North

### General Fund Financial Summary

Budget vs Year to Date (YTD) – Ending August 31, 2022

1. The budget update for the Township of Wellington North's operating activities were prepared on a cash basis. The only significant adjustments made to the budget summary were to accrue revenue for water and sewer user fees to correspond with expenses incurred, taxation revenues (budget adjusted to actual), audit fees (2/3 of budget), insurance expenses (2/3 of budget), Fire charges to other Municipalities (2/3 of budget), Arthur Medical centre revenues (2/3 of budget), and interfunctional transfers (2/3 of budget). Additionally, transfers to reserves, reserve funds and capital have been normalized for year-to-date activity only.

#### **Executive Summary:**

The township has achieved overall favourable revenue and cost variances against budget in the first eight months of the year ending August 31, 2022. The revenue budget was \$11,718,769, and the actual revenue earned was \$12,014,629 resulting in a favourable variance of \$295,860. On the other hand, the expense budget was \$11,718,768, and the actual expense paid out was \$11,424,853, resulting in a favourable variance of \$ 293,915. Consequently, the total favourable variance (surplus) beginning of September 2022 is \$589,776.

The revenue surplus is driven by higher than budgeted grant payments received, miscellaneous items revenue, and fees and service charges. The cost saving was driven mainly by vacancies in crucial positions, holdback on the cost-of-living adjustment, and Mount Forest Pool closure. The cost savings from the above factors were partially offset by increased fuel costs, insurance costs, and material costs.

Staff expects this surplus to be lower at the end of the year. Continued inflationary pressure on fuel, materials, cost of living adjustment, market check, and pay equity implementation are likely to shrink the size of the surplus.

#### **REVENUES**

2. Net Taxation: Stated YTD Actuals include cash received from the three installments of tax bills, and the budgeted amount reflects two-thirds of the budgeted revenues. PIL's were billed in August.
3. Fees and Service Charges: User fees and service charges include manual accrual adjustment for Sewer and Water revenue YTD due to the significance of the amount.
4. Miscellaneous: Revenues are currently exceeding budget and prior year – these increased revenues are largely attributable to CBO PI&C - Admin & Non-Refundable Fees exceeding expectations.
5. Investment Income – Investment income from Bank is broadly in line with budget numbers. Staff recently renegotiated access to an alternative investment instrument with RBC to take advantage of the higher return situations. On the other hand, investment income from Wellington North Power is under-recorded: only two income installments were recorded. The third installment is expected towards the end of October.
6. Rents, Concessions & Franchises: Current year trailing budget and prior year - lasting Impacts of COVID-19 beginning of the year impacted the revenue. However, considering the continued lifting of COVID public health mandates, it is anticipated that operational revenue will improve for the remainder of the year.

**EXPENSES**

7. Council: Actual below budget YTD but higher year over year. In-year budget to actual (YTD) variance is mainly driven by lower spending on council conferences/training/travel. This lower spending is partially offset by overspending on some accounts such as council miscellaneous expenses (volunteer engagements).
8. Administration: Actuals are currently under budget due to vacancies in some critical positions and holdback on the cost of living adjustment; however, the expectation is that the savings of the first eight months will not be replicated for the remainder of the year and likely shrink.
9. Property: Actuals are currently under budget and higher than the prior year; however, expectation is that they will fall in line with budget as year progresses.
10. Fire Services: Actuals are currently under budget and up year-over-year; however, expectation is that they will fall in line with budget as year progresses. Current year variance widely distributed across budgeted expense profile. Year over year variance is largely driven by timing of actual wage & benefit expenditures.
11. Policing & Crossing Guard Services: Current year actuals are trailing budget and prior year over the same timeframe. Current year and year over year variances are largely driven by wage and benefit expenditures trailing budget.
12. Protective Inspection & Control: Current year actuals are exceeding budget and are approximating prior year over a similar time. Current year variance is largely driven by employee wages and benefits currently exceeding budget. The increases in expenses are self-funded with increases in corresponding fees and service charges.
13. Property Standards: Current year actuals currently trailing budget; however, are in line with prior year over a similar timeline. Current year variance largely attributable to wage and benefit expenditures trailing budget.
14. Roads: Actuals over budget and prior year – Current year variance widely distributed across expense profile. Roads dept is significantly impacted by the current inflationary pressure and supply shortage. In the last eight months, the roads department has had an unfavourable budget variance of \$101,849. The unfavourable variance is mainly driven by higher expenses on fuel, insurance, and utilities. This unfavourable variance is likely to increase at the end of the year and offset favourable variances on some other accounts.
15. Street Lighting: Current year actuals trailing budget. Current year variance largely attributable to maintenance and hydro costs trailing expectations; however, it is anticipated that full year expenditures (hydro) will come in line with budget expectations.
16. Recreation: Current year expenditures are trailing budget and exceeding prior year. Variances driven by lasting impacts of COVID-19 and closure of Mount Forest Pool.
17. Planning: Current year actuals are trailing budget and prior year. Current and year over year variance largely driven by activity in this segment and corresponding county invoicing expenses.
18. Economic Development: Current year expenses broadly in line with budget and higher than prior year. In year, and prior year variances are largely driven by various community engagement activities, and timing of Community Development and CIP grant advances.



19. Municipal Drains: Current year variance to budget is driven by timing of expense realization for municipal drain contributions and superintendent expenditures but is expected to come in line with full-year budget expectations as the year progresses.
20. Sanitary Sewers: Current year actuals over budget and prior year. Current year variance is largely attributable to increased OCWA expenses, equipment failure repair cost, hydro cost, and timing of debt servicing costs.
21. Water Works: Overall, expenditures are trailing the budget. In-year budget to actual variance is widely distributed across budgeted expense accounts.

# QUARTER TWO/THREE UPDATE 2022



## HIGHLIGHTS....

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## SUMMARY

This report provides an update from Wellington North Fire Services for Quarters 2 and 3 of 2022. For both quarters, calls have increased substantially. Over the course of the summer, WN Fire Services was very busy with numerous medical calls, alarm activations and other unrelated incidents. While the cause of the increased alarm activations is unknown, medical calls are starting to increase due to the shortage of Ambulances in the area. This is a global problem with many reasons for its cause, none of them in our control. It has increased the workload of the team significantly, especially during daytime work hours. Summer standby started on the May Long Weekend and continues throughout the Summer. Summer standby requires 4 staff booked on call each weekend to respond to any incidents that may occur.

Our new recruits finished up their training with the County training program and have written their first set of exams in July. Their next step is to write their HazMat exams the end of September and they will be fully certified firefighters. All of the recruits have dedicated an immense amount of time to complete the training. A huge shout-out goes to them for all of their hardwork and dedication. We are looking forward to getting them promoted to Firefighters in the near future.

## SOFTWARE/HARDWARE IMPLEMENTATION

We have implemented a new software package to centrally manage our six Samsung tablets. It allows us to implement a standard suite of apps and configurations, push new apps as they become necessary, and keep the apps and OS software up-to-date – all remotely. Mobile Device Management from ManageEngine is free to license for our limited number of devices, so this was a great productivity boost for zero cost to the Township.

Our MDTs (Mobile Data Terminals (tablets/iPads)) have now been properly mounted in six of our apparatus (three at each station). They will now be kept fully-charged at all times and are connected to *Sinirji Unit 911* software. The MDTs report the trucks' position in real time allowing the incident commander and dispatch to see where each truck is and how far it is from the scene. The software also links into navigation apps on the MDTs, which can help optimize the route around construction.

The information sign outside of the Mount Forest firehall was maintained by software on an old, unsupported laptop. The software was moved to our dispatch computer, not only to retire the Windows 98 device, but it now allows administration staff to remotely log in and update the sign efficiently.

Our incident displays in both firehalls are now running on dedicated hardware rather than being a screen from the dispatch computers. This allows personnel to use the dispatch computers without affecting the events monitor on the apparatus floor. ID Cards

We are in the process of issuing all our updated personnel ID cards to properly identify themselves to the public in their official duties.

## **TRAINING**

Throughout the Spring, we have done a lot of pump and water moving training. It is always important to get everyone familiar with the Pumper trucks and the pumps we deploy at a scene and give everyone as much time as we can to work with the equipment. We have completed multiple 2-station practices in the first half of the year. Both stations get together, usually in Kenilworth and complete some training together. It helps to build the teamwork from both stations as well as bring in outside trainers that both stations can work with. We will continue with our training program outdoors as much as possible to take advantage of the nice weather.

With the end of Summer comes a significant number of courses that are being offered by our County Training Center. We have had numerous firefighters participate in courses this Fall already including an incident safety officer course and a public educators course. We will continue to offer these courses throughout this year and into next year. It will all assist us in meeting the requirements talked about below in the mandatory certifications section.

## **MANDATORY CERTIFICATIONS**

We continue to monitor the new regulation, O. Reg. 343/22: Firefighter Certification and make plans to get all of our certifications up-to-date. As mentioned earlier, our new recruits are well on their way to completing their certifications for firefighters. They wrote 2 exams in July and were tested on their practical skills. They will then write 2 more exams in September and be tested again on their practical skills and they will be fully certified firefighters.

As for the rest of the staff, most will be grandfathered forward and will only have to write exams on a go forward basis for any courses or positions they may take. The Office of the Fire Marshal just released some of the guidelines for the grandfathering process, with others to come in September. Staff are going through the new guidelines and will be working towards preparing all of the necessary paperwork to complete the grandfathering process.

## **PUBLIC EDUCATION EVENTS**

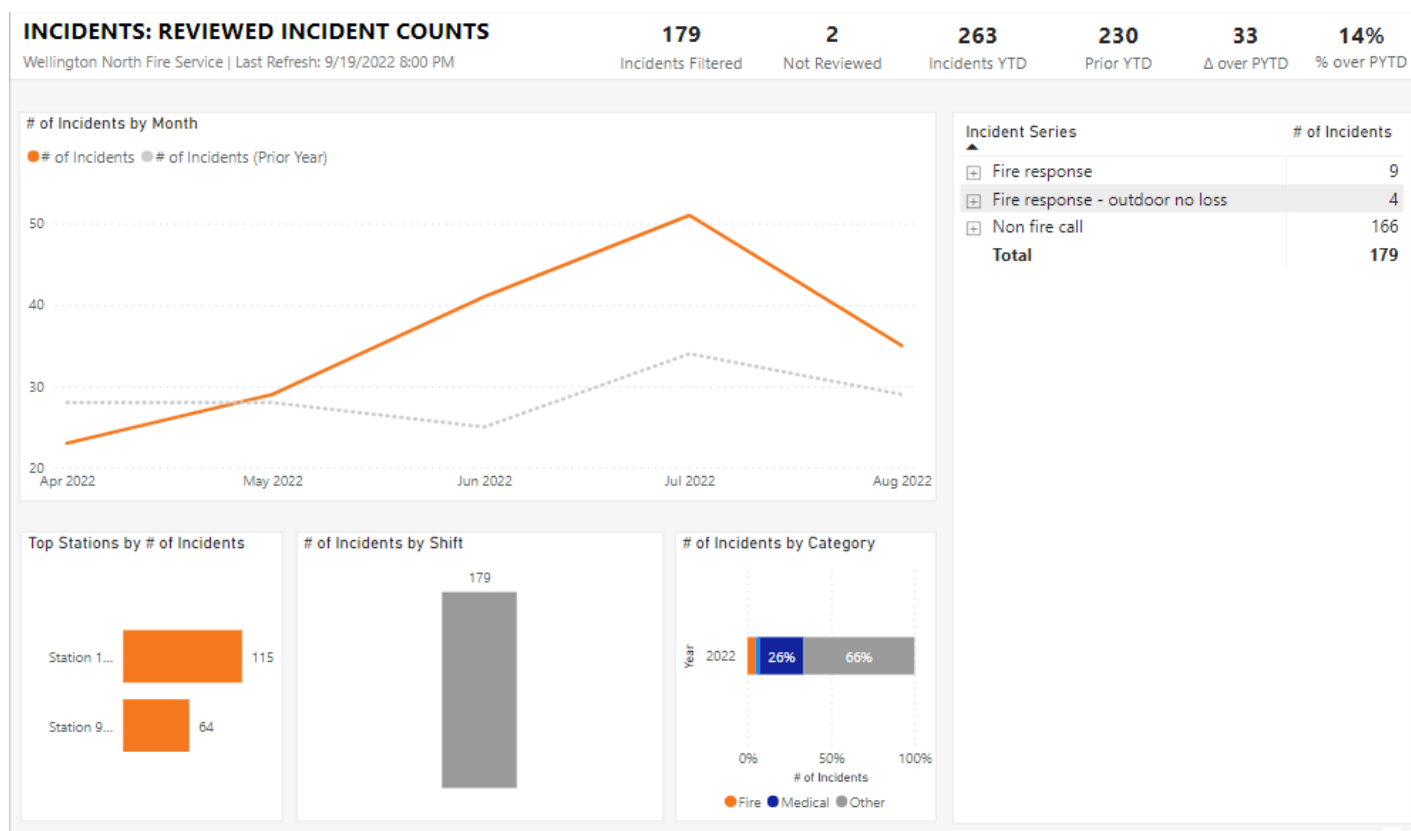
As our usual 15-agency SafeKids event did not run again year, we were kept very busy this quarter hosting hall tours and visiting schools to get fire and emergency safety messaging out to the students. We were able to see a total of 272 children. This consisted mostly of kindergarten and grade one students. Our messaging included this year's theme "Be Prepared for Anything" – preparing emergency kits for 72-Hour emergencies – as well as fire escape plans. The feedback we received on the activities was very positive. We also completed truck visits with the Wellington North summer camp programmes and well received by all of the attendees.

# FUTURE CAPITAL NEEDS

We are working on budgeting for our future capital needs, specifically replacement of our Self Contained Breathing Apparatus (SCBA). A report also on a future agenda will speak to the purchase and the desire to proceed with it in 2022.

The other large capital item we are working on is the potential construction of a Mount Forest Fire Hall. Our existing hall is not meeting the needs of our personnel. As we get busier and the Town continues to grow, the needs are increasing on our services. We need to start planning for a new station to meet our team’s needs now and into the future. Further reports will be coming to Council to work towards a solution.

## STATISTICS – APRIL TO AUGUST 2022



# CONTACTS

If you have any questions related to the information outlined in this update, please do not hesitate to contact our team:

Chris Harrow  
Director of Fire Services  
T: 519-503-9545 e: [charrow@wellington-north.com](mailto:charrow@wellington-north.com)

Marco Guidotti  
Deputy Chief  
T: 519-323-1441 e: [mguidotti@wellington-north.com](mailto:mguidotti@wellington-north.com)



**WELLINGTON NORTH**  
SEMPER PORRO

## Staff Report

**To:** Mayor and Members of Council Meeting of September 26, 2022

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

**Subject:** Report CLK 2022-018 being a report on the appointment of an Integrity Commissioner

### RECOMMENDATION

**THAT** Council of the Township of Wellington North receive report CLK 2022-018 being a report on the appointment of an Integrity Commissioner;

**AND FURTHER THAT** Council authorizes the Mayor and Clerk to sign a by-law appointing Principles Integrity to provide Integrity Commissioner Services to the Township of Wellington North and repeal By-law 063-18.

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

Report 2018-027 being a report to appoint an Integrity Commissioner

By-law 063-18 being a by-law to appoint an integrity commissioner

### BACKGROUND

Bill 68, Modernizing Ontario's Municipal Legislation Act, 2016 was passed in May, 2017 and as of March, 2019 it was mandatory for municipalities to have a code of conduct for members of council and local boards (members) and access to an Integrity Commissioner (IC).

As set out in Section 223.3 the IC is responsible for:

1. The application of the code of conduct for members of council and the code of conduct for members of local boards.
2. The application of any procedures, rules and policies of the municipality and local boards governing the ethical behaviour of members of council and of local boards.
3. The application of sections 5, 5.1 and 5.2 of the *Municipal Conflict of Interest Act* to members of council and of local boards.
4. Requests from members of council and of local boards for advice respecting their obligations under the code of conduct applicable to the member.
5. Requests from members of council and of local boards for advice respecting their obligations under a procedure, rule or policy of the municipality or of the local board, as the case may be, governing the ethical behaviour of members.
6. Requests from members of council and of local boards for advice respecting their obligations under the *Municipal Conflict of Interest Act*.

7. The provision of educational information to members of council, members of local boards, the municipality and the public about the municipality's codes of conduct for members of council and members of local boards and about the *Municipal Conflict of Interest Act*.

In 2018 Fasken Martineau DuMoulin LLP were appointed the IC for all Wellington County upper and lower tier municipalities for the term 2018 ending December 31, 2022.

To date there have been no formal requests for investigations made to the IC against any member of the Council of Wellington North. While advice solicited by a member of Council or public from the IC is private, we do receive invoices for these consultations.

Staff are recommending the appointment of Integrity Commissioner Services as the IC for Wellington North for the term 2022-2026. They are more local in nature and serve as the IC for the municipalities listed on Schedule "A". Links to some recent investigations and findings are linked on Schedule "B".

The municipal solicitor has reviewed the agreement and have no concerns. Our insurance provider has confirmed the IC is covered under our existing policy.

#### FINANCIAL CONSIDERATIONS

During this term of Council we have paid the current IC \$1,088.84

#### ATTACHMENTS

By-law 0xx-2022 being a By-law to appoint an Integrity Commissioner contained in this agenda

#### STRATEGIC PLAN 2019 - 2022

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

Yes                       No                       N/A

Which priority does this report support?

Modernization and Efficiency                       Partnerships  
 Municipal Infrastructure                       Alignment and Integration

**Prepared By:** Karren Wallace, Director of Legislative Services/Clerk

*Karren Wallace*

**Recommended By:** Brooke Lambert

*Brooke Lambert*



**Schedule A**

Peel Region  
Brampton  
Halton Region  
Milton  
Burlington  
Halton Hills  
Oakville  
York Region  
Whitchurch-Stouffville  
East Gwillimbury  
Aurora  
Simcoe County  
Collingwood  
Wasaga Beach  
Severn  
Clearview  
Tiny  
Essa  
Midland  
Bradford West Gwillimbury  
Penetanguishene  
Grey County  
Owen Sound  
Grey Highlands  
West Grey  
Meaford  
Chatsworth  
Georgian Bluffs  
Hanover  
Southgate  
Northumberland County  
Brighton  
Trent Hills  
Alnwick/Haldimand  
Amaranth  
Goderich  
Lincoln  
Thunder Bay  
Thunder Bay Police Services Board  
Orillia  
Windsor  
Lakeshore  
Ignace  
Cochrane District Social Services Administration Board

**Schedule B**

Midland:

<https://www.midland.ca/Pages/Integrity-Commissioner.aspx>

Collingwood:

[https://collingwood.civicweb.net/document/91525/Integrity%20Commissioner%20Report\\_Comi.pdf?handle=3DA58C42836A4E06908C47D6CDEDE3CA](https://collingwood.civicweb.net/document/91525/Integrity%20Commissioner%20Report_Comi.pdf?handle=3DA58C42836A4E06908C47D6CDEDE3CA)

Clearview:

[https://www.clearview.ca/sites/default/files/uploads/publications/5.1\\_principles\\_integrity.pdf](https://www.clearview.ca/sites/default/files/uploads/publications/5.1_principles_integrity.pdf)

Hamilton:

<https://pub-hamilton.escribemeetings.com/filestream.ashx?DocumentId=286201>



## The Royal Canadian Legion

Fred Campbell V.C. Branch #134  
140 King Street West  
Mount Forest, Ontario  
N0G 2L0  
(519) 323-1570

September 18, 2022

Mayor Andy Lennox,  
Township Of Wellington North  
Kenilworth On. N0G 2E0

Dear Mayor Lennox,

On Behalf of The Royal Canadian Legion BR.134, Mount Forest we are requesting permission to distribute poppies in the above noted town within your jurisdiction. It will begin on Friday October 28, 2022 and end on Friday November 11, 2022.

We are also requesting permission to hold a Remembrance Day service/parade at the Cenotaph. The parade will form up on Parkside Drive and march to the Cenotaph. The parade will start at 10:40am and should be completed approximately 11:30am.

We look forward to receiving your reply at your earliest convenience.

Respectfully submitted;

Comrade Ken Thompson  
Poppy Chairman  
Royal Canadian Legion  
Br. #134 Mount Forest Ontario  
Branch 519-323-1570  
[Rclmtforest134@wightman.ca](mailto:Rclmtforest134@wightman.ca)

Or

Personal contact information; [mseop26@hotmail.com](mailto:mseop26@hotmail.com) / 519-323-9074



## **FOR IMMEDIATE RELEASE**

# **'Volunteerism facing unprecedented change and challenge' Lost volunteers, volunteers not returning and difficulty recruiting new volunteers.**

Guelph, Ontario | September 16, 2022 |

Since 2020, PIN – The People and Information Network has led an annual Community Benefit Sector Survey to understand the impact of COVID locally. Through these surveys an early pattern has already emerged: volunteerism is facing unprecedented change and challenge.

"Right here at home and across the province, there are significant challenges," says Kim Cusimano, executive director, "volunteers not returning, difficulty recruiting volunteers and the tapped capacity to engage volunteers are evident."

The recent Ontario Nonprofit Network 'State of the Sector' report notes 62% of organizations have lost volunteers, more than half reported having difficulty recruiting new volunteers and 40% reported having difficulty with volunteers not returning. "This aligns with the local survey results over the past two years," says Cusimano, "61% of organizations reported decreased volunteer involvement, 47% of respondents indicated a decrease in volunteers contacting the organization to volunteer and there are critical capacity issues for leaders of volunteers as they manage expansive changes and, in some cases, laid off, redeployed or through a reduction in hours or additional duties."

Cusimano continues, "critical issues can be found around volunteerism and capacity of organizations to transition roles, recruit and train volunteers at a time when there is a clear response that the decline in volunteers has affected the organizations' ability to deliver programs and services."

But that is not all. In Ontario, almost half of nonprofits are volunteer run. "Volunteers are a powerhouse fueling communities. They lead, fundraise, drive, advocate, mentor, coach, they invest in their community, they are changemakers and empathy in action."

"Volunteerism, civic action, contributing to community, helping your neighbours is a valuable thread that connects us. From random acts of kindness to ongoing volunteer commitments, together our contributions strengthen our community" says Cusimano, "and provides essential support to grassroots groups, nonprofits and charities."

PIN is here to help. For individuals who are curious about volunteering, nonprofits and charities seeking to recruit volunteers, capacity building opportunities and board training, PIN is your local hub for volunteerism. Cusimano notes, "we are passionate about volunteerism and community. We believe that everyone has something to contribute to our community and we vision a world where strong and welcoming communities are connected through volunteerism, information sharing and leadership development."

"PIN has transitioned to a fully remote operation" Cusimano continues, "with a focus to engage in places and spaces our community gathers continuing to outreach both online and in-person. We welcome our community to connect with us, we are here to help."

PIN offers an online portal of volunteer opportunities and assists individuals to find a volunteer match. In addition, PIN offers education, leads communities of practice through its nonprofit leadership pillar of work.

### **Fall lineup includes:**

- New to Volunteering online sessions in September
- Volunteer Managers Network Community of Practice
- Get on Board 5 part training series
- Executive Director Peer Group Community of Practice
- New to Volunteer Screening - 3 part series beginning October
- Experienced in Volunteer Screening - 3 part series beginning in November
- Understanding Ontario's Not-for-profit Act 2-part series in partnership with 10C
  - (Pt 1 online) – October 26
  - (Pt 2 in-person) – November 23

This Fall, PIN will again launch a Community Benefit Sector survey to further explore volunteerism and the impact of COVID on nonprofits and charities. In addition, continues to outreach in the community to inspire and assist individuals to find a meaningful match.

Information about these offerings and a myriad of volunteer opportunities can be found at [PINnetwork.ca](http://PINnetwork.ca)

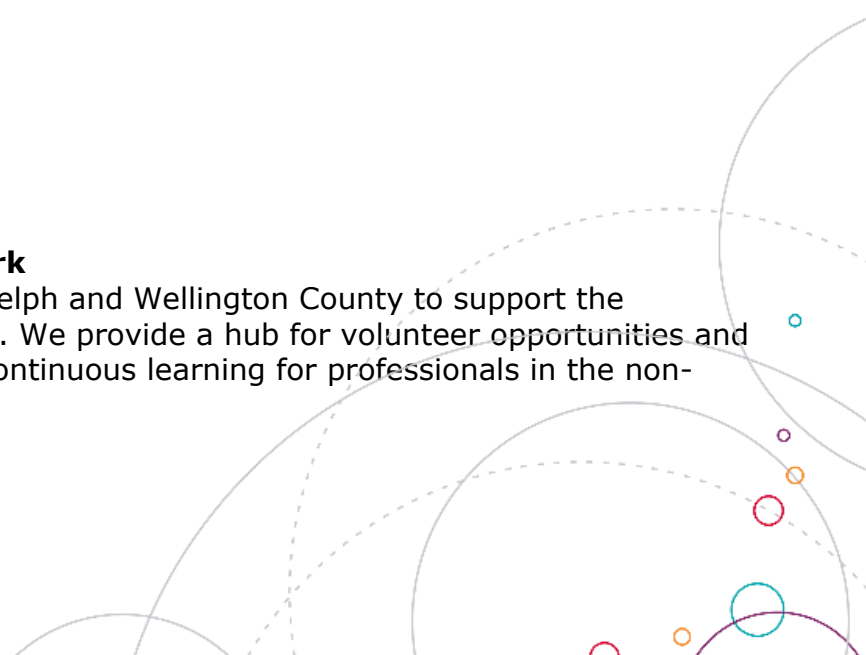
- **ENDS** -

### **Contact:**

Kim Cusimano  
Executive Director  
PIN - The People and Information Network  
[kim@PINnetwork.ca](mailto:kim@PINnetwork.ca)  
(519) 822-0912

### **PIN, The People and Information Network**

We provide connections and leadership in Guelph and Wellington County to support the development of individuals and organizations. We provide a hub for volunteer opportunities and engagement and enable best practices and continuous learning for professionals in the non-profit sector. **PINnetwork.ca**



**THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH**

**BY-LAW NUMBER 106-22**

**BEING A BY-LAW TO APPOINT A DEPUTY CLERK FOR THE  
CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH.**

**THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF  
WELLINGTON NORTH ENACTS AS FOLLOWS:**

1. That Brooke Lambert is hereby appointed as Deputy Clerk of The Corporation of the Township of Wellington North, effective September 26, 2022.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
THIS 26TH DAY OF SEPTEMBER 2022.**

---

**ANDY LENNOX, MAYOR**

---

**KARREN WALLACE, CLERK**

**THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH**

**BY-LAW NUMBER 107-22**

**BEING A BY-LAW TO APPOINT AN INTEGRITY COMMISSIONER  
FOR THE TOWNSHIP OF WELLINGTON NORTH AND ENTER INTO  
AN AGREEMENT FOR SERVICES AND TO REPEAL BY-LAW 063-  
18**

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

1. **THAT** Principles Integrity, through its principals Jeffrey A. Abrams and Janice Atwood-Petkovski be appointed as the Integrity Commissioner for the Corporation of the Township of Wellington North;
2. **THAT** the Mayor and the Clerk of the Township are hereby authorized and directed to sign an Agreement for services with Principles Integrity in the form, or substantially in the same form of the draft Development Agreement attached hereto as Schedule 1.
3. **THAT** this By-law shall come into effect on January 1, 2023.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
THIS 26TH DAY OF SEPTEMBER, 2022.**

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**ANDREW LENNOX, MAYOR**

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**KARREN WALLACE, CLERK**

**THIS AGREEMENT** is effective as of the 1st day of January 2023

BETWEEN:

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH**

(hereinafter called the "Township")

- and -

**PRINCIPLES *INTEGRITY*, through its principals  
Jeffrey A. Abrams and Janice Atwood-Petkovski**

(hereinafter called the "Integrity Commissioner")

**Professional Services Agreement**

WHEREAS Section 223.3 (1) of the *Municipal Act, 2001* authorizes the Township to appoint an Integrity Commissioner who reports to Council and who is responsible for performing in an independent manner the functions assigned by legislation and by Council pursuant to that legislation; and

WHEREAS the Township is desirous of appointing Principles *Integrity* as its integrity commissioner for the term specified herein subject to such extension(s) as the Parties may agree, to perform the duties and responsibilities of the office pursuant to the terms of the legislation and this agreement; and

NOW THEREFORE, in consideration of the foregoing background, the covenants in this Agreement, and other good and valuable consideration (the receipt and adequacy of which are hereby acknowledged), the Parties agree as follows:

1.1 Definitions

In this Agreement, the following terms shall have the following meanings:

"Advice" means a request by Council or a Member of Council, or a Member of a local board of the Township, requesting the Integrity Commissioner to provide a general or specific interpretation of:

- (i) obligations under the Code of Conduct applicable to the Member;
- (ii) obligations under a provision of any procedure, rule or policy of the Township or local board of the Township, as the case may be, governing the ethical behaviour of Members;
- (iii) obligations under the *Municipal Conflict of Interest Act*;

and further, general governance advice to the Township or its representatives on matters regarding which good governance supports accountability and transparency.



"Agreement" means this Agreement;

"Clerk" means the Clerk of the Township of Wellington North, or their designate;

"Code of Conduct" means any code of conduct adopted from time to time in respect of the Members of Council or of a local board of the Township, but excludes any code of conduct applying to staff of the Township or a local board;

"Complaint" is a request asking the Integrity Commissioner to conduct an inquiry into an alleged contravention of a Code of Conduct or of the *Municipal Conflict of Interest Act* ("MCIA"), or a provision of any procedure, rule or policy of the Township or local board of the Township, as the case may be, governing the ethical behaviour of Members;

"Member" means a Member of the Council of the Township, or a Member of a local board of the Township.

## 1.2 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, and as may be amended from time to time, and shall be treated in all respects as an Ontario contract.

## 2.0 Duties

2.1 Subject to and in accordance with applicable legislation and the terms of this Agreement, the Township retains the Integrity Commissioner to carry out the duties of the position in an independent manner, and the Integrity Commissioner agrees to assume this role and carry out the role of the Integrity Commissioner as it may be defined from time to time in legislation and as otherwise contemplated by this Agreement.

2.2 The role of the Integrity Commissioner includes the following duties:

- a. to provide advice on the application of the Code of Conduct, and on Township policies, procedures, protocols and rules relating to the ethical conduct of Members, and the *Municipal Conflict of Interest Act*;
- b. to conduct inquiries in response to a complaint regarding whether a Member has contravened the Code of Conduct, Township policies, procedures, protocols and rules relating to the ethical conduct of Members, or sections 5, 5.1. or 5.2 of the *Municipal Conflict of Interest Act*;
- c. to provide opinions on policy matters and make other reports to Council as requested on issues of ethics and integrity;
- d. to provide educational information and training to Council, to Members and to the

public on matters related to the Code of Conduct and issues of ethics and integrity and to the Municipal Conflict of Interest Act;

e. to provide general information to members of the public, on request, about the Code of Conduct, the Complaint Protocol and the availability of complaint resolution services or referrals as contemplated by the Complaint Protocol;

f. to maintain custody and control of the Integrity Commissioner's complaint and inquiry files and, on completion of his or her term of appointment, to transfer open files relating to ongoing matters to the incoming Integrity Commissioner appointed by Council;

g. to provide such other services respecting ethical and integrity matters as assigned by Council or as may be required by the Municipal Act, 2001;

h. to provide a periodic report to Council respecting the advice, education and investigations carried out in the previous year, and developments or recommendations of significance related to the role of the Integrity Commissioner;

i. to provide Advice or other services not otherwise specified, as requested

2.3 The Integrity Commissioner shall perform the duties expeditiously in an independent and professional manner, in compliance with all applicable laws. For greater certainty, the Integrity Commissioner is entitled to establish such procedures, practices, protocols and policies to support the performance of the Integrity Commissioner's duties in a manner which best serves the public interest.

2.4 The Township shall provide public access to all Codes of Conduct through its web site. The Township shall also provide information about the Codes of Conduct, the role of the Integrity Commissioner and the complaint process on its website. Review of website content does not constitute part of the Integrity Commissioner's duties, unless specifically requested to do so by the Township.

2.5 The Township may in writing at any time after the execution of this Agreement or the commencement of the duties delete, extend, vary or otherwise alter the Code of Conduct and the duties forming the subject of this Agreement. The Township shall consult with the Integrity Commissioner prior to changing the duties. The Integrity Commissioner shall have the option of terminating this Agreement immediately if the scope of the duties is materially altered without the Integrity Commissioner's consent.

### 3.0 Fees and costs

3.1 Commencing on XXXX, 2022 the Township shall pay the Integrity Commissioner an annual retainer of \$1,250.00.

3.2 The Township shall pay the Integrity Commissioner a block fee of \$1750 per day for

attendance, including preparation, at any meeting of Council or a local board for the purpose of conducting training or education. It is anticipated that the Integrity Commissioner will be called upon to provide at least one educational session per term. At the Integrity Commissioner's discretion, a rate of one-half the block fee may be applied in reflection of education and training which requires little preparation and/or short attendances, in appropriate circumstances.

- 3.3 For the performance of the remaining duties under this Agreement, the Township shall pay the Integrity Commissioner an hourly rate of \$275.00, to be billed monthly.
- 3.4 As travel to Township offices will be required from time to time, the Integrity Commissioner will consider air, auto and rail transportation services, subject to what is most feasible in terms of timing. The Township shall reimburse the Integrity Commissioner the actual cost of air and rail transportation, and auto travel at the following rate: \$ 0.54 per km.
- 3.5 Where overnight accommodation is required, the Township will reimburse the reasonable cost of such accommodation. Other reasonable disbursements will be reimbursed at cost (receipts required). In the alternative, the Township may make accommodation arrangements and charge the cost directly to its own accounts.
- 3.6 Should the Integrity Commissioner require meeting space at the Township, the Clerk will make arrangements to provide such space in a Township facility on an as needed and as available basis. All such requests will be arranged by the Clerk. In arranging for such space, the Township will be mindful of the importance of confidentiality. The Integrity Commissioner may request space in another Township facility where the space offered could, in the opinion of the Integrity Commissioner give rise to confidentiality concerns and the Township will make all reasonable efforts to accommodate such requests in a timely fashion.
- 3.7 Any reports prepared by the Integrity Commissioner shall be provided to the Clerk who will be responsible for printing and distributing the Integrity Commissioner's report at the expense of the Township.
- 3.8 The Integrity Commissioner shall submit monthly invoices for services performed.
- 3.9 Payments to the Integrity Commissioner will be by Electronic Funds Transfer or such other method as the Parties may agree to from time to time.
- 3.10 The Integrity Commissioner shall not seek reimbursement from the Township for any costs incurred which are not specifically set out in this Agreement (with the exception of investigation costs deemed necessary by the Integrity Commissioner, such as process server costs) unless such costs are pre-authorized in writing by the Clerk.
- 3.11 The Township shall pay the amount of any invoice submitted in accordance with this Agreement within 30 days of the date of receipt.

- 3.12 If the Township is required to indemnify the Integrity Commissioner in accordance with Article 5.1 of this Agreement, the Integrity Commissioner may require that the Township directly pay the costs for legal counsel for the Integrity Commissioner.

#### 4.0 Confidentiality

- 4.1 During the term of this Agreement, pursuant to Section 223.1 of the *Municipal Act, 2001*, the Integrity Commissioner is entitled to have access to all books, financial records, electronic data, processing records, reports, files and any other papers, things or property belonging to or used by the Township that the Integrity Commissioner believes to be necessary for an inquiry, or to provide Advice.
- 4.2 The Integrity Commissioner and every person acting under the instructions of the Integrity Commissioner shall preserve secrecy with respect to all matters that come to his or her knowledge in the course of carrying out any of the duties of the Integrity Commissioner under this Agreement, except as required by law in a criminal proceeding or in accordance with the provision of Subsection 223.5 of the *Municipal Act, 2001*.
- 4.3 Pursuant to Subsection 223.5(3) of the *Municipal Act, 2001*, section 4.2 prevails over the *Municipal Freedom of Information and Protection of Privacy Act*.
- 4.4 Where the Integrity Commissioner reports to the Township that in his or her opinion a Member has contravened the Code of Conduct, the Integrity Commissioner may disclose in the report such matters as in the Integrity Commissioner's opinion are necessary, subject to applicable law.
- 4.5 If the Integrity Commissioner, when conducting an inquiry, determines that there are reasonable grounds to believe that there has been a contravention of any other Act, including the *Criminal Code of Canada*, the Integrity Commissioner will refer that portion of the matter to the appropriate authorities and suspend an inquiry of that portion of the matter until any resulting police investigation and charge has been finally disposed of, and shall report the suspension to Council.
- 4.6 Except as may be required by law, the Integrity Commissioner shall not disclose confidential information that was the subject of a closed meeting under Section 239 of the *Municipal Act, 2001*.

#### 5.0 Indemnity and Insurance

- 5.1 The Township shall indemnify and save harmless the Integrity Commissioner or any person acting under the instructions of that officer for costs reasonably incurred by either of them in connection with the defence of a proceeding if the proceeding relates to an act done in good faith in the performance or intended performance of a duty or authority referenced in this Agreement or an alleged neglect or default in the

- performance in good faith of the duty or authority.
- 5.2 Except as provided for in 5.1, each party will indemnify and hold harmless the other party, its successors, assigns, officers, directors, agents, partners, representatives, and employees from and against any and all liabilities, losses, damages, costs, expenses, actions, claims, and demands whatsoever, including reasonable legal fees, arising from any negligent or willful act or omission by itself, its employees, representatives or agents in connection with this Agreement. In no event will the parties be liable for any indirect damages hereunder.
- 5.3 During the term of this Agreement, the Integrity Commissioner shall procure and maintain commercial general liability and errors and omissions insurance of not less than \$5 million.
- 5.4 The insurance as required under subsection 5.3 shall not be terminated, cancelled or materially altered unless written notice of such termination, cancellation or material is given by the insurers to the Township at least thirty (30) clear days before the effective date thereof. Any revisions must be submitted to the Clerk for approval.
- 5.5 In that the Integrity Commissioner is classified by the Workplace Safety and Insurance Board (WSIB) as an independent officer with the result that the operations of the Integrity Commissioner are not subject to the Workplace Safety and Insurance Act, to provide comfort to the Township the Integrity Commissioner will provide a separate indemnity in a form acceptable to the Township, in lieu of a WSIB clearance certificate.
- 6.0 Term and Termination.
- 6.1 This Agreement shall be effective on January 1, 2023 and expire the later of December 31, 2017, or one day prior to the date of appointment of the Township's next integrity commissioner, subject to extension or renewal of this Agreement, unless otherwise terminated in accordance with the terms of this Agreement or by mutual agreement of the Township and the Integrity Commissioner in writing.
- 6.2 The Township may at any time by 30 days' notice in writing to the Integrity Commissioner, suspend or terminate this Agreement and the duties thereunder or any portion thereof at any stage of the retainer. Upon receipt of such written notice, the Integrity Commissioner shall perform no further duties other than those reasonably necessary to close out the Integrity Commissioner's duties. In such an event, the Integrity Commissioner shall be entitled to payment for those duties rendered and disbursements incurred to the date of such termination. Upon payment of the aforesaid and any outstanding accounts by the Township, the Township shall have no further payment obligations to the Integrity Commissioner arising from this Agreement or the termination thereof.
- 6.3 The Integrity Commissioner may at any time by 30 days' notice in writing to the

Township, terminate this agreement and the duties thereunder. Upon giving such written notice, the Integrity Commissioner shall not, without the consent of Council, perform any further duties other than those reasonably necessary to close out the Integrity Commissioner's duties. In such an event, the Integrity Commissioner shall be entitled to payment for those duties rendered and disbursements incurred to the date of such termination. Upon payment of the aforesaid and any outstanding accounts by the Township, the Township shall have no further payment obligations to the Integrity Commissioner arising from this Agreement or the termination thereof.

- 6.4 This Agreement may be extended or renewed upon mutual agreement of the Parties.
- 6.5 Upon termination of this Agreement, the Integrity Commissioner shall forthwith deliver all material and documentation related to any investigations underway to the Township's next Integrity Commissioner, and all such material and documentation shall become the property of the new Integrity Commissioner of the Township. In the event of the Township not having contracted the services of a new Integrity Commissioner, upon termination of this Agreement, the Integrity Commissioner shall make arrangements with the Clerk to transfer the material and documentation related to ongoing investigations in such a manner that satisfies the Integrity Commissioner's concerns respecting the confidentiality of the records, while allowing their use for the purposes that they were created.
- 6.6 The Integrity Commissioner shall retain all other records and documentation relating to its duties for a period of seven years following the earlier of the finalization of a matter or termination of this agreement.
- 7.0 Integrity Commissioner's Representation & Warranties
- 7.1 The Integrity Commissioner represents and warrants to and in favour of the Township and acknowledges that the Township is relying thereon as follows:
- 7.2 The Integrity Commissioner has full power and authority and has obtained all necessary approvals to execute, deliver and perform this Agreement.
- 7.3 The Integrity Commissioner's execution, delivery and performance of this Agreement shall not constitute:
- a. a violation of any judgment, order or decree;
  - b. a material default under any material contract by which it or any of its material assets are bound; or
  - c. an event that would with notice or lapse of time, constitute such a default.
- 7.4 The obligations and services of the Integrity Commissioner hereunder will be performed in a professional manner consistent with the highest industry standards

reasonably applicable to the performance of such obligations.

- 7.5 The Integrity Commissioner does not have any conflicts of interest that would interfere with carrying out the duties under this Agreement. Without limiting the generality of the foregoing, the principals of the Integrity Commissioner specifically acknowledge that they:
- a. are not employees of the Township;
  - b. do not have a financial interest in any matters involving the Township;
  - c. do not have an interest in matters before Township Council or in any work undertaken by the Township;
  - d. do not have and never have had, any involvement in the municipal politics of the Township.
- 7.6 The Integrity Commissioner will be impartial and neutral and shall perform all duties skillfully, competently, independently and in accordance with all applicable law.

#### 8.0 Conflicts

- 8.1 Subject to 8.2 the Integrity Commissioner may delegate certain duties, including the exercise of powers under the Municipal Conflict of Interest Act or the Public Inquiries Act, and the duty to report on an inquiry, in circumstances where both principals of the Integrity Commissioner become aware of a private interest in a matter that conflicts or could be perceived to conflict with the proper administration of the Integrity Commissioner's role. The Integrity Commissioner recognizes and agrees that it has been selected by the Township to perform its duties based on the unique qualifications of its principals, and so any delegate will have qualifications, experience and expertise necessary to perform the duties to the same standard as the Integrity Commissioner. For greater certainty, the Integrity Commissioner will not assign or subcontract all or any portion of this Agreement without the prior written consent of the Township.
- 8.2 Upon receipt of a notice in writing from the Integrity Commissioner pursuant to section 8.1, the Clerk may request the Integrity Commissioner to remove itself from an investigation/inquiry or to stop any further work on a matter, in which case, the Integrity Commissioner shall immediately make arrangements to transfer all related documentation to the Clerk as soon as possible. In that case, the Clerk may retain another person to conduct the investigation/inquiry or to carry on the work in question in place of the Integrity Commissioner, as the Clerk deems appropriate.

#### 9.0 General

- 9.1 The Integrity Commissioner is appointed pursuant to the *Municipal Act, 2001* and as such is responsible for performing the duties under this Agreement in an independent manner. The Integrity Commissioner may be identified publicly as the Township of Wellington North's Integrity Commissioner however the Integrity Commissioner is an

independent contractor and shall not be considered at any time to be an agent or employee of the Township.

9.2 Where in this Agreement any notice is required to be given or made by either party to this Agreement, it shall be in writing and is effective if delivered in person, sent by ordinary or registered mail, or email addressed to the other party for whom it is intended at the following addresses, and any notice shall be deemed to have been given:

- a. if delivered personally, on the date of such delivery;
- b. if by ordinary mail, on the fifth business day following the date of mailing;
- c. if by registered mail, on the day the postal receipt is acknowledged by the other party;
- d. if by email, on the day it is acknowledged by reply e-mail.

9.3 Any notices intended for the Township shall be delivered and addressed to:

Township of Wellington North  
Attention: Karren Wallace,  
Director Legislative Services/Clerk  
7490 Sideroad 7W, PO Box 125  
Kenilworth, ON N0G 2E0  
Phone: 519-848-3620 ext 4227  
Email: [kwallace@wellington-north.com](mailto:kwallace@wellington-north.com)

9.4 Any notices intended for the Integrity Commissioner shall be delivered and addressed to:

*Principles Integrity*  
30 Haddon Street, Toronto, ON M5M 3M9  
Attention: Jeffrey A. Abrams and Janice Atwood-Petkovski  
Tel No.: 647-259-8697  
Email: [postoffice@principlesintegrity.org](mailto:postoffice@principlesintegrity.org)

9.5 The address of either party may be changed by notice in the manner set out in this section.

9.6 This Agreement may only be changed or amended in writing duly executed by the duly authorized representatives of both parties.

9.7 In the event of a breach of any provision of this Agreement by one party to this Agreement, no action or failure to act by the other party shall constitute a waiver of any right or duty afforded by that party under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any such breach, except as may be specifically agreed to in writing by the party that is not in breach.



- 9.8 If any of the provisions of this Agreement shall be found to be illegal or invalid by a court of competent jurisdiction, such illegality or invalidity shall not render the whole agreement illegal or invalid, but the Agreement shall be construed as if it did not contain the illegal or invalid provision(s), and the rights and obligations of the parties shall be construed and enforced accordingly.
- 9.9 This Agreement constitutes the entire agreement between the parties with respect to the subject matter of the Agreement and supersedes all previous negotiations, proposals, commitments, writings and understandings of any nature whatsoever, whether oral or written, unless they are expressly incorporated by additional reference in the Agreement.
- 9.10 Articles 4 and 5 shall survive upon termination of this Agreement.
- 9.11 Time shall be of the essence in all respects of this Agreement.
- 9.12 Each of the parties hereby covenants and agrees to execute and deliver such further and other agreements, assurances, undertakings, acknowledgements or documents, cause such meetings to be held, resolutions passed and by-laws enacted, exercise their vote and influence and do and perform and cause to be done and performed any further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part hereof.
- 9.13 Any dispute, difference or disagreement between the parties in relation to this agreement may, with the consent of Council and the Integrity Commissioner, be referred to arbitration. No person shall be appointed to act as arbitrator who is in any way interested, financially or otherwise, in the conduct of the duties or in the business or other affairs of either the Township or the Integrity Commissioner. The determination of the arbitrator shall be final and binding upon the parties.

-Continued on Next Page-

9.14 This Agreement may be signed in counterparts, each of which is an original, and all of which taken together constitute one single document.

**IN WITNESS WHEREOF** the parties hereto have hereunto set their hands and seals as duly attested to by the hands of their proper signing officers authorized in that behalf.

**SIGNED, SEALED AND DELIVERED** ) **THE CORPORATION OF THE TOWNSHIP OF**  
 ) **WELLINGTON NORTH**

We Have the Authority to Bind  
the Corporation

) Per:  
)  
) \_\_\_\_\_  
) Name: Andrew Lennox  
) Title: Mayor

) \_\_\_\_\_  
) Name: Karren Wallace  
) Title: Clerk

) **PRINCIPLES INTEGRITY**

I Have the Authority to Bind  
the Partnership

) Per:  
)  
) \_\_\_\_\_  
) Name: Jeffrey A. Abrams  
) Title: Co-Principal

**THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH**

**BY-LAW NUMBER 109-22**

**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  
SEPTEMBER 26, 2022**

**WHEREAS** Section 5 of the Municipal Act, S.O. 2001 c.25 (hereinafter called "the Act") provides that the powers of a Municipal Corporation shall be exercised by its Council;

**AND WHEREAS** Section 5(3) of the Act states, a municipal power, including a municipality's capacity, rights, powers and privileges under Section 9, shall be exercised by by-law, unless the municipality is specifically authorized to do otherwise;

**NOW THEREFORE** the Council of The Corporation of the Township of Wellington North hereby **ENACTS AS FOLLOWS:**

1. The action of the Council of the Corporation of the Township of Wellington North taken at its meeting held on September 26, 2022 in respect of each motion and resolution passed and other action taken by the Council of the Corporation of the Township of Wellington North at its meeting, is hereby adopted and confirmed as if all such proceedings were expressly embodied in this By-law.
2. That the Mayor and the proper officials of the Corporation of the Township of Wellington North are hereby authorized and directed to do all things necessary to give effect to the action of the Council of the Corporation of the Township of Wellington North referred to in the proceeding section hereof.
3. The Mayor and the Clerk are authorized and directed to execute all documents necessary in that behalf and to affix thereto the Seal of the Corporation of the Township of Wellington North.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
THIS 26TH DAY OF SEPTEMBER, 2022.**

\_\_\_\_\_  
**ANDREW LENNOX, MAYOR**

\_\_\_\_\_  
**KARREN WALLACE, CLERK**