

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH  
AGENDA OF REGULAR COUNCIL MEETING – DECEMBER 19, 2022 AT 6:30 P.M.  
CLOSED SESSION PRIOR TO COUNCIL MEETING AND FOLLOWING OPEN SESSION  
MUNICIPAL OFFICE COUNCIL CHAMBERS, KENILWORTH  
HYBRID MEETING WITH COUNCIL IN PERSON AND VIA WEB CONFERENCING**

**HOW TO JOIN**

Join from a PC, Mac, iPad, iPhone or Android device:

Please click this URL to join. <https://us02web.zoom.us/j/87068625083>

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Webinar ID: 870 6862 5083

**PAGE  
NUMBER**

**CALLING TO ORDER**

**ADOPTION OF THE AGENDA**

Recommendation:

THAT the Agenda for the December 19, 2022 Regular Meeting of Council be accepted and passed.

**DISCLOSURE OF PECUNIARY INTEREST**

**CLOSED MEETING SESSION**

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

(3.1) A meeting of a council or local board or of a committee of either of them may be closed to the public if the following conditions are both satisfied:

1. The meeting is held for the purpose of educating or training the members.

Recommendation:

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

(3.1) A meeting of a council or local board or of a committee of either of them may be closed to the public if the following conditions are both satisfied:

1. The meeting is held for the purpose of educating or training the members.

**REPORTS**

- Education and training sessions
- Procedure By-law

- Lottery Licensing
- Council Staff relations
- Council Code of Conduct

#### RISE AND REPORT FROM CLOSED MEETING SESSION

Recommendation:

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

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the Education and Training Sessions, Procedure By-law, Lottery Licensing, Council Staff relations, and Council Code of Conduct.

#### COUNTY COUNCIL UPDATE

Steve O'Neill, Ward 4 County Councillor

#### PRESENTATIONS

1. Andrew Coburn, Coburn Insurance Brokers Ltd., Broker of Record 001  
Colin Smith, Intact Public Entities, Regional Manager

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North accept the proposed insurance coverage for the Township of Wellington North for the insurance renewal year beginning January 1/February 1, 2023 as applicable to the policies.

#### RECESS TO MOVE INTO PUBLIC MEETING

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North recess the December 19, 2022 Regular Meeting of Council for the purpose of holding a Public Meeting under the Planning Act:

- Mctrach Capital & 427 Management Service, Zoning By-law Amendment
- Paul & Wendy Levine, Parry Levine & Lindsay Ellis Zoning By-law Amendment

#### RESUME REGULAR MEETING OF COUNCIL

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North resume the December 19, 2022 Regular Meeting of Council at : .

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

- a. By-law Number 140-22-22 being a by-law to amend By-law 66-01, being 013  
a Zoning By-law for the Township of Wellington North. (Part Park Lot 1  
& 2 N/S Macauley St., Arthur, Paul and Wendy Levine)

Recommendation:

THAT By-law Number 0-22 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. (Part Park Lot 1 & 2 N/S Macauley St., Arthur, Paul and Wendy Levine)

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

- |   |     |
|---|-----|
| 1. Regular Meeting of Council, December 5, 2022, 2022 | 016 |
| 2. Special Meeting of Council, December 13, 2022      | 034 |

Recommendation:

THAT the minutes of the Regular Meeting of Council held on December 5, 2022 and the Special Meeting of Council held on December 13, 2022 be adopted as circulated.

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

#### **ITEMS FOR CONSIDERATION**

##### 1. MINUTES

- |   |     |
|---|-----|
| a. Wellington North Cultural Roundtable Committee |     |
| • December 7, 2022 minutes                        | 036 |
| • Terms of Reference and Mandate 2022 - 2026      | 043 |

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the of the Wellington North Cultural Roundtable Committee meeting held on December 7, 2022.

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North approve the Wellington North Cultural Roundtable Committee Terms of Reference and Mandate 2022 – 2026.

##### 2. PLANNING

- |  |     |
|--|-----|
| a. Report DC 2022-051, Good's Realty Inc., Site Plan Agreement, 6 Wells Street, Arthur | 045 |
|--|-----|

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive for information Report DC 2022-051 regarding the Final Approval of the Good's Realty Inc. Site Plan Agreement.

##### 3. BUILDING

- |  |     |
|--|-----|
| a. Report CBO 2022-15 Building Permit Review Period Ending November 30, 2022 | 058 |
|--|-----|

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report CBO 2022-15 being the Building Permit Review for the period ending November 30, 2022.

- b. Report CBO 2022-16 – Lease Extension Minister of Infrastructure (9135 Highway 6) 060

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report CBO 2022-16 being a report on Lease Extension Minister of Infrastructure (9135 Highway 6);

AND FURTHER THAT the Council of the Township of Wellington North authorizes the Mayor and Clerk to enter into the Fourth Lease Extension and Amending Agreement with His Majesty the King in right of Ontario as represented by the Minister of Infrastructure.

- c. Report CBO 2022-17 – Development Department Compliance with Bill 109 and Bill 23 062

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report CBO 2022-17 being a report on Development Department Compliance with Bill 109 and Bill 23

AND THAT the Mayor and Clerk be authorized to sign the associated By-laws.

#### 4. ECONOMIC DEVELOPMENT

- a. Report EDO 2022- 032 Seniors Centre of Excellence 089

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report EDO 2022-032 being a report on the grant request from the Seniors Centre of Excellence;

AND FURTHER THAT Council provide direction to staff as it relates to the Seniors Centre of Excellence presentation to council on December 5<sup>th</sup> and request for \$10,000 in grant funding to support the ACE (*Active, Connected, Engaged*) Coordinator position.

#### 5. FINANCE

- a. Vendor Cheque Register Report, December 9, 2022 092

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the Vendor Cheque Register Report dated December 9, 2022

- b. Report TR2022-06 Impact of Bill 23/More Homes Built Faster Act, 2022 on Township's Development Charge rates and reserves 095

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report TR2022-06 being a report on Bill 23' (More Homes Built Faster Act, 2022) impact on Township's Development Charges rates and reserves.

6. ADMINISTRATION

- a. Report CAO 2022-007 Service Level Agreement with Wellington North Power Inc. for the Provision of Water and Sewer Billing and Collection Services. 099

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report CAO 2022-007 being a report Service Level Agreement with Wellington North Power Inc for the Provision of Water and Sewer Billing and Collection Services.

AND FURTHER THAT Council authorizes the Mayor and Clerk to sign the by-law to enter into a Service Level Agreement with Wellington North Power Inc. for the provision of Water and Sewer Billing and Collection Services.

- b. Report CAO 2022-009 Proposed Strategic Planning Process (2022-2026) 101

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive for information Report CAO 2022-009 being the proposed strategic planning process (2022-2026) term of Council.

AND THAT Council approve a budget of \$40,000 for the 2022-2026 Strategic Plan to be included in the 2023 Budget Process, including the procurement of consultant resources as needed.

AND FURTHER THAT Council endorse staff to conduct a Township of Wellington North Community Satisfaction Survey as part of the strategic planning process in early 2023.

- c. Report CAO 2022-010 File No. ZBA 14/22, Holding Provision Removal 117

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report CAO 2022-010 regarding File No. ZBA 14/22, Holding Provision Removal.

AND THAT Council of the Corporation of the Township of Wellington North approve the removal of the Holding (H) provision for Zoning By-law Amendment, File No. ZBA 14/22,

and that the corresponding by-law should be passed;

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

d. Report HR 2022-016 Revised Overtime/Lieu Time Policy

123

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive report HR 2022-016 being a report on the revised Overtime/Lieu Time Policy;

AND FURTHER THAT Council approves the revised policy changes;

AND FURTHER THAT policy be approved for an effective date of January 1, 2023.

e. Report CLK 2022-023 – 2022 – 2026 Municipal and School Board Election

127

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive for information Report CLK 2022-023 being a report on the 2022 Municipal and School Board election.

### **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 December 19, 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 Renken (Ward 1):

- Recreation, Parks and Leisure Committee
- Wellington North Cultural Roundtable
- Upper Grand Trailway Wellington Sub Committee
- Mount Forest Aquatic Ad Hoc Advisory Committee

Councillor Burke (Ward 2):

- Mount Forest Business Improvement Area
- North Wellington Health Care Corporation Louise Marshall Hospital Board of Directors
- Mount Forest Aquatic Ad Hoc Advisory Committee
- Mount Forest Fireworks Festival Committee
- Lynes Blacksmith Shop Committee

Councillor Hern (Ward 3):

- Mount Forest & District Chamber of Commerce

- Arthur & District Chamber of Commerce
- Arthur Business Improvement Area
- Grand River Conservation Authority

Councillor McCabe (Ward 4):

- Recreation, Parks and Leisure Committee
- Wellington County Farm Safety Committee
- Saugeen Valley Conservation Authority
- Wellington North Health Professional Recruitment Committee
- Upper Grand Trailway Wellington Sub Committee

Mayor Lennox:

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

### BY-LAWS

- |    |   |     |
|----|---|-----|
| a. | By-law Number 133-22 being a by-law to authorize the execution of a Service Level Agreement between The Corporation of The Township of Wellington North and Wellington North Power Inc. for the provision of water and sewer billing and collection services  | 131 |
| b. | By-law Number 134-22 being a by-law to appoint members to the Arthur Business Improvement Area Board of Directors   | 159 |
| c. | By-law Number 135-22 being a by-law to appoint members to the Mount Forest Business Improvement Area Board of Directors   | 160 |
| d. | By-law Number 136-22 being a by-law to appoint members to the Wellington North Cultural Roundtable  | 161 |
| e. | By-law Number 137-22 being a by-law to authorize a Fourth Lease Extension and Amending Agreement (Kenilworth/OPP)   | 162 |
| f. | By-law Number 138-22 being a by-law to establish the fees and charges for water and sewer services provided by the municipality and to repeal By-law 120-21   | 170 |
| g. | By-law Number 139-22 being a by-law to amend By-law 66-01, being a Zoning By-law for the Township of Wellington North (Part of Lot 23, Concession B Peel Parts 1 and Plan 61R-10173 and is part of the property with a civic address of 7970 Wellington Road12 , G & L White Farms – County Garage) | 176 |
| h. | By-law Number 141-22 being a by-law to appoint member to Wellington North Power Inc. Board of Directors and to repeal By-law 040-20   | 179 |

Recommendation:

THAT By-law Number 133-22, 134-22, 135-22, 136-22, 137-22, 138-22, 139-22, and 141-22 be read a First, Second and Third time and enacted.

**CULTURAL MOMENT**

- Celebrating John Walsh 180

**CLOSED MEETING SESSION**

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

- (a) the security of the property of the municipality or local board;
- (c) a proposed or pending acquisition or disposition of land by the municipality or local board

Recommendation:

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

- (a) the security of the property of the municipality or local board;
- (c) a proposed or pending acquisition or disposition of land by the municipality or local board

1. REPORTS

- EDO 2022-031 Municipal Land Sale, Part Lot 13, Concession WOSR, Divisions 1 & 2, Part 12, 61R8621, Highway 6, Riverstown Ontario
- EDO 2022-033 IT Services Update

2. REVIEW OF CLOSED SESSION MINUTES

- December 5, 2022
- December 13, 2022

3. RISE AND REPORT FROM CLOSED MEETING SESSION

Recommendation:

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

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report EDO 2022-031 Municipal Land Sale, Part Lot 13, Concession WOSR, Divisions 1 & 2, Part 12, 61R8621, Highway 6, Riverstown Ontario;

AND FURTHER THAT Council approve the confidential direction to staff.

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report EDO 2022-033 IT Services Update;

AND FURTHER THAT Council approve the confidential direction to staff.



Recommendation:

THAT the Council of the Corporation of the Township of Wellington North approve the Closed Meeting Minutes of the December 5, 2022 and December 13, 2022 Council Meetings.

**CONFIRMING BY-LAW**

181

Recommendation:

THAT By-law Number 142-22 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 December 19, 2022 be read a First, Second and Third time and enacted.

**ADJOURNMENT**

Recommendation:

THAT the Regular Council meeting of December 19, 2022 be adjourned at \_\_: p.m.

| <b>MEETINGS, NOTICES, ANNOUNCEMENTS</b>  |   |            |
|--|---|------------|
| Mount Forest Chamber of Commerce, Board of Directors Meeting (The Spot Restaurant) | Wednesday, December 21, 2022                      | 6:00 p.m.  |
| Municipal Office closes for holidays   | Friday, December 23, 2022                         | 4:30 p.m.  |
| Municipal Office reopens   | Tuesday, January 3, 2023                          | 8:30 a.m.  |
| Regular Council Meeting  | Monday, January 9, 2023                           | 2:00 p.m.  |
| Crime Stoppers Guelph Wellington, Mount Forest Flag Raising                        | Wednesday, January 11, 2023                       | 11:00 a.m. |
| ROMA 2023 Conference   | Sunday, January 22 –<br>Tuesday, January 24, 2023 |            |
| Regular Council Meeting  | Monday, January 23, 2023                          | 7:00 p.m.  |
| Recreation, Parks and Leisure Committee  |   | 4:00 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**



# TOWNSHIP OF WELLINGTON NORTH 2023/2024 INSURANCE & RISK MANAGEMENT

Presented By:

Andrew Coburn- Coburn Insurance Brokers Ltd.  
Broker of Record

Colin Smith – Intact Public Entities  
Regional Manager

# Insurance Industry Update

## Township of Wellington-North

### State of the Insurance Industry

The hardening insurance market has continued through 2022. Coupled with inflation, the trends which the industry started to experience in 2019 has driven insurance premiums higher. The hard market consists of increased rates and reduced capacity.

Primary coverages impacted:

- Property
- General Liability
- Cyber Insurance

# Insurance Industry Update

## Township of Wellington-North

### Municipal Property Insurance

- Consistent with previous three years, the hard market is to continue through 2023. Property insurance rates have now increased 19 consecutive quarters
- Property Losses are more frequent and severe due to climate change. The substantial escalation in the cost of claims has increased property rates and reinsurance rates worldwide.
- Reconstruction costs increased significantly due to shortages and increasing costs in labor, materials, supply chain constraints and ongoing project delays, thus driving costs of claims even higher

# Insurance Industry Update Township of Wellington-North

## Municipal Casualty Insurance

- Class action lawsuits are increasing in frequency due to certification process is now much easier and there it is a desired target for plaintiff lawyers
- Despite a municipality's innocence, class actions are more difficult and costlier to defend.
- Joint and several liability continues to be a significant concern for municipalities.
- Syndicates in London are restricting capacity and are now unable to take on new business.

# Cyber Insurance

- Since product inception, Cyber insurance has continually been unprofitable for insurers. Rates have dramatically increased for three consecutive years
- The Global pandemic has accelerated digital transformations and increased systemic vulnerabilities causing insured losses to drastically increase
- As advised in 2021, Cyber Insurance will at minimum double and expected to continue until insureds can mitigate exposure and insurers stabilize the market.
- Many cyber carriers are exiting the market and many of those remaining will not insure government entities

# Insurance Policies Township of Wellington-North

# Municipal Insurance Program

Policies to protect the Township's financial position:

- General Liability \$15,000,000
- Umbrella Liability Policy (two layers \$10M \$25M respectively)
- Property and Machinery Breakdown Policy
- Automobile Insurance Policy
- Comprehensive Crime Policy
- Cyber Liability
- Annual Low Risk Events Liability (Facility Users)



# Intact Public Entity Proposal

**Casualty**

|                            |           |
|----------------------------|-----------|
| Casualty/Primary Liability | \$149,954 |
| Crime                      | \$1,785   |
| Board Members Accident     | \$822     |
| Volunteers' Accident       | \$210     |
| Cyber                      | \$14,050  |
| Facility User Solution     | \$3,000   |

**Property**

|          |          |
|----------|----------|
| Property | \$86,951 |
|----------|----------|

**Automobile**

|                  |          |
|------------------|----------|
| Owned Automobile | \$59,094 |
|------------------|----------|

**Excess**

|                         |         |
|-------------------------|---------|
| Follow Form- 1st layer  | \$3,826 |
| Follow Form – 2nd layer | \$5,450 |

**Total Annual Premium: \$324,782**

## Factors Behind Increase

In addition to the hard market, catastrophic weather events and increased litigation, below are direct changes to Township of Wellington North..

- **Property Limits:**

- Asset valuation of key structures increased total insured value by \$17,673,600
  - Several key buildings are underinsured by more than \$1M, up to \$5M
  - 11% inflation on remaining buildings not inspected (22 total).
  - Several buildings not insured on policy, added to schedule

- **Inflation**

- 6.9% inflation applied

- **Population**

- Census data obtained from 2016 to 2021

| Corporation of the Township of Wellington North |                      |                      |                      |                        |                        |                             |
|---|----------------------|----------------------|----------------------|------------------------|------------------------|-----------------------------|
|   | 2019-2020            | 2020-2021            | 2021-2022            | 2022-2023              | 2023-2024              | Premium/Property Difference |
| Carrier   |                      | Marsh                | Marsh                | Intact Public Entities | Intact Public Entities |                             |
| Population - Liability                          | 11,477               | 11,477               | 12,490               |                        |                        |                             |
| GL Premium:                                     | \$ 78,168.00         | \$ 85,985.00         | \$ 101,381.00        | \$ 124,518.00          | \$ 140,465.00          | \$ 15,947.00                |
| EIL Premium:                                    | \$ 3,795.00          | \$ 3,795.00          | \$ 4,721.00          | \$ 8,400.00            | \$ 9,489.00            | \$ 1,089.00                 |
|   |                      |                      |                      |                        |                        | \$ -                        |
| Automobile - Number of Vehicles                 | 42                   | 46                   | 46                   | 47                     | 49                     | \$ 2.00                     |
| Premium:  | \$ 28,618.00         | \$ 30,149.00         | \$ 31,850.00         | \$ 51,384.00           | \$ 59,094.00           | \$ 7,710.00                 |
|   |                      |                      |                      |                        |                        | \$ -                        |
| Blanket Property Limit Inc. Boiler              | \$ 54,766,863.00     | \$ 56,952,763.00     | \$ 58,230,598.00     | \$ 62,175,300.00       | \$ 79,848,900.00       | \$ 17,673,600.00            |
| Premium:  | \$ 63,182.00         | \$ 65,827.00         | \$ 70,840.00         | \$ 57,960.00           | \$ 86,591.00           | \$ 28,631.00                |
|   |                      |                      |                      |                        |                        | \$ -                        |
| Crime Premium                                   | \$ 750.00            | \$ 750.00            | \$ 850.00            | \$ 1,700.00            | \$ 1,785.00            | \$ 85.00                    |
|   |                      |                      |                      |                        |                        | \$ -                        |
| Umbrella Liability (1st layer) Premium          | \$ 6,886.00          | \$ 6,886.00          | \$ 8,738.00          | \$ 3,543.00            | \$ 3,826.00            | \$ 283.00                   |
|   |                      |                      |                      |                        |                        | \$ -                        |
| Umbrella Liability (2nd layer) Premium          | \$ 3,443.00          | \$ 3,443.00          | \$ 4,197.00          | \$ 5,000.00            | \$ 5,450.00            | \$ 450.00                   |
|   |                      |                      |                      |                        |                        | \$ -                        |
| Councillors Accident Premium                    | \$ 985.00            | \$ 985.00            | \$ 985.00            | \$ 783.00              | \$ 822.00              | \$ 39.00                    |
|   |                      |                      |                      |                        |                        | \$ -                        |
| Volunteer Accident Premium                      | \$ 1,000.00          | \$ 1,000.00          | \$ 1,000.00          | \$ 200.00              | \$ 210.00              | \$ 10.00                    |
|   |                      |                      |                      |                        |                        | \$ -                        |
| Annual Low Risk Events Liability Premium        | \$ 2,550.00          | \$ 2,550.00          | \$ 2,550.00          | \$ 3,000.00            | \$ 3,000.00            | \$ -                        |
| Annual Low Risk Events Liability Policy Fee     | \$ 50.00             | \$ 50.00             | \$ 50.00             |                        |                        | \$ -                        |
|   |                      |                      |                      |                        |                        | \$ -                        |
| Cyber Liability Premium                         |                      | \$ 3,400.00          | \$ 4,100.00          | \$ 9,000.00            | \$ 13,800.00           | \$ 4,900.00                 |
| Cyber Liability Policy Fee                      |                      | \$ 150.00            | \$ 150.00            | \$ 250.00              | \$ 250.00              | \$ 100.00                   |
| <b>TOTAL PREMIUM</b>                            | <b>\$ 189,427.00</b> | <b>\$ 204,970.00</b> | <b>\$ 231,412.00</b> | <b>\$ 265,738.00</b>   | <b>\$ 324,782.00</b>   | <b>\$ 17,732,846.00</b>     |
| <b>PERCENTAGE CHANGE</b>                        | <b>4%</b>            | <b>8%</b>            | <b>19%</b>           | <b>16%</b>             | <b>22%</b>             |                             |

# Intact Review

- Remarketed in 2022 to Intact Public Entities per request of Township of Wellington N. to seek terms. As a result of the remarket, positive response from Intact Public Entities service standards and value added services which has been exercised:
  - Risk Inspections
  - Asset Valuation
  - Contract Reviews
  - Certificate exposure analysis
  - Ongoing education seminars
  - Same day response



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

**BY-LAW NUMBER 140-22**

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

WHEREAS, the Council of the Corporation of the Township of Wellington North deems it necessary to amend By-law Number 66-01; as amended pursuant to Sections 34 and 36 of The Planning Act, R.S.O. 1990, as amended

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

1. THAT THAT Schedule 'A' Map 2 to By-law 66-01 is amended by changing the zoning on a portion of the lands described as Part Park Lot 1 & 2 N/S Macauley St, Arthur, as shown on Schedule "A" attached to and forming part of this By-law from:
  - **Future Development (FD) to Future Development Exception (FD-09)**

THAT Section 31, Arthur Area Exception Zones, is hereby amended by adding the following new exceptions:

|  |              |   |
|--|--------------|---|
| <b>31.09</b><br>Part Park Lot 1 & 2<br>N/S Macauley St | <b>FD-09</b> | Notwithstanding Section 29, a single detached dwelling on private services and related uses and accessory structures are permitted within the lands zoned <b>FD-09</b> . The single detached dwelling and all accessory uses and structures including accessory residential units, Bed & Breakfast and Home Occupations are subject to the permitted uses, regulations and provisions of Section 9 of the Wellington North Zoning By-law. |
|--|--------------|---|

2. THAT this By-law shall come into effect upon the final passing thereof pursuant to Section 34(21) and Section 34(22) of The Planning Act, R.S.O., 1990, as amended, or where applicable, pursuant to Sections 34 (30) and (31) of the Planning Act, R.S.O., 1990, as amended.

**READ A FIRST, SECOND THIRD TIME THIS 19TH DAY OF DECEMBER, 2022.**

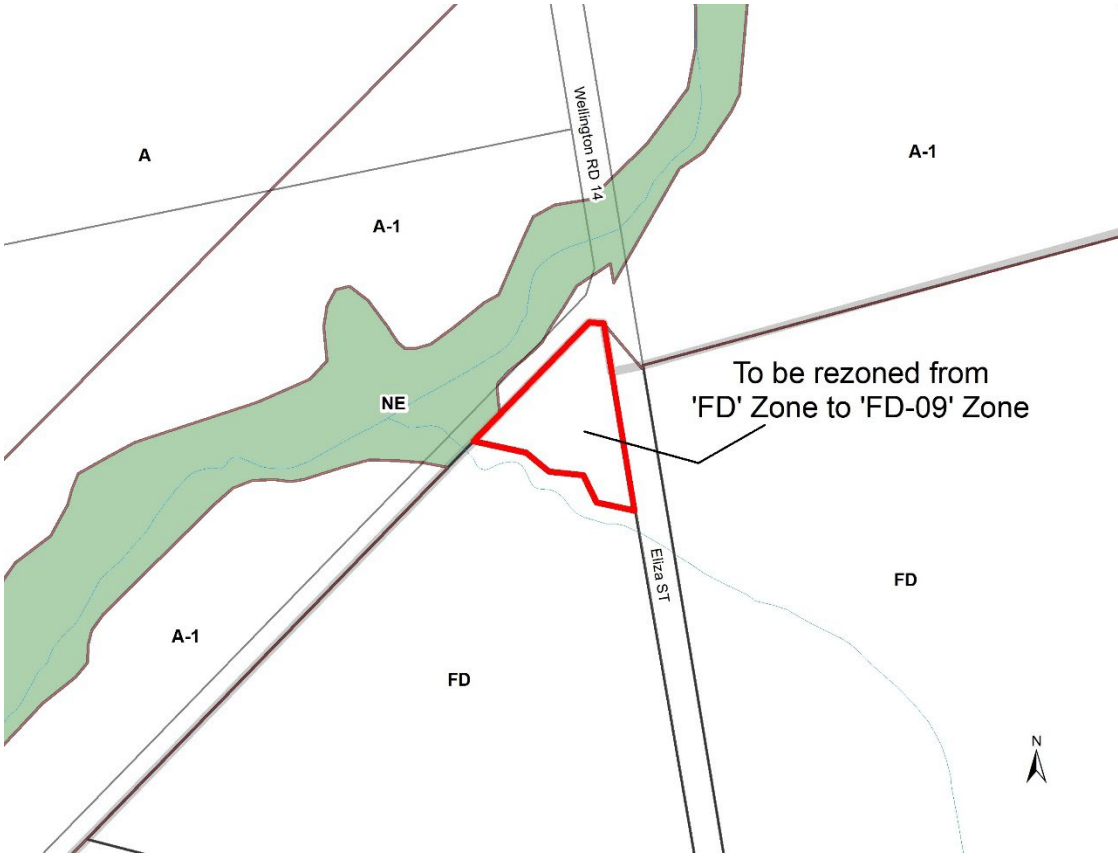
\_\_\_\_\_  
**ANDREW LENNOX MAYOR**

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

**THE TOWNSHIP OF WELLINGTON NORTH**

**BY-LAW NO. 140-22**

**Schedule "A"**



This is Schedule "A" to By-law 140-22

Passed this 19th day of December 2022

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK

## **EXPLANATORY NOTE**

### **BY-LAW NUMBER 140-22**

#### **THE LOCATION OF THE SUBJECT LANDS**

The property subject is described as Part Park Lot 1 & 2 N/S Macauley St, Arthur. The portion of the property subject to the proposed amendment is approximately 1.2 ha (2.96 ac) in size and is currently zoned Future Development (FD).

**THE PURPOSE AND EFFECT** of the proposed amendment is to rezone a portion of the subject lands from Future Development (FD) Zone to Site Specific Future Development (FD-09) Zone to permit a single detached dwelling on private services on the subject lands.



**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH  
MINUTES OF REGULAR COUNCIL MEETING – DECEMBER 5, 2022 AT 1:30 P.M.  
CLOSED SESSION TO PROCEED COUNCIL MEETING AND FOLLOW OPEN SESSION  
MUNICIPAL OFFICE COUNCIL CHAMBERS, KENILWORTH  
HYBRID MEETING WITH COUNCIL IN PERSON AND VIA WEB CONFERENCING**

|                         |  |   |
|-------------------------|--|---|
| <b>Members Present:</b> | <b>Mayor:</b>  | <b>Andrew Lennox</b>                                  |
|                         | <b>Councillors:</b>                                  | <b>Sherry Burke<br/>Steve McCabe<br/>Penny Renken</b> |
| <b>Member Absent:</b>   | <b>Councillor:</b>                                   | <b>Lisa Hern</b>                                      |
| <b>Staff Present:</b>   |  |   |
|                         | <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>Human Resources Manager:</b>                      | <b>Amy Tollefson</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>Economic Development Officer:</b>                 | <b>Dale Small</b>                                     |
|                         | <b>Manager Environment and Development Services:</b> | <b>Corey Schmidt</b>                                  |
|                         | <b>Compliance Analyst:</b>                           | <b>Sara McDougall</b>                                 |
|                         | <b>Director of Fire Services:</b>                    | <b>Chris Harrow</b>                                   |
|                         | <b>Senior Planner:</b>                               | <b>Matthieu Daoust</b>                                |
|                         | <b>Manager of Development Planning:</b>              | <b>Curtis Marshall</b>                                |

### **CALLING TO ORDER**

Mayor Lennox called the meeting to order.

A moment of reflection was held on the recent passing of John Walsh and his contributions to the community.

### **ADOPTION OF THE AGENDA**

RESOLUTION: 2022-369

Moved: Councillor McCabe

Seconded: Councillor Renken

THAT the Agenda for the December 5, 2022 Regular Meeting of Council, with an amendment to include a recommendation from Bruce Whale regarding the GRCA representative appointment, 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 - 2d Planning - Report DC 2022-049, Consent Application B137-22 BJ Industries Inc. as her employer prepared the sketch for the consent application.

## CLOSED MEETING SESSION

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

(3.1) A meeting of a council or local board or of a committee of either of them may be closed to the public if the following conditions are both satisfied:

1. The meeting is held for the purpose of educating or training the members.

RESOLUTION: 2022-370

Moved: Councillor Renken

Seconded: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North go into a meeting at 1:32 p.m. that is closed to the public under subsection 239 (2) of the Municipal Act, 2001, specifically:

(3.1) A meeting of a council or local board or of a committee of either of them may be closed to the public if the following conditions are both satisfied:

1. The meeting is held for the purpose of educating or training the members.

CARRIED

### 1. REPORTS

- CAO 2022-006 Council Orientation and Welcome

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

RESOLUTION: 2022-371

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North rise from a closed meeting session.

CARRIED

RESOLUTION: 2022-372

Moved: Councillor Renken

Seconded: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North receive Report CAO 2022-006 Council Orientation and Welcome.

CARRIED

## PRESENTATIONS

Saugeen Valley Conservation Authority

- Update for New Councils – Programs and Services

Jennifer Stephens, General Manager/Secretary-Treasurer, presented information regarding:

- Flood and Erosion Control Prevention
- Flood Warning Program
- Flood Warning Messages
- Environmental Planning and Regulations

- Provincially Delegated Responsibility
- Water Quality Program Objectives
- Surface Water Monitoring
- Biomonitoring
- Groundwater Monitoring
- Forestry
- Land Conservation
- 2023 Budget
- Conservation Authorities Act overview of related changes and proposals from 2021 onwards
- Programs and Services

#### **APPOINTMENT BY-LAW (COMMITTEE OF ADJUSTMENT)**

- a. By-law Number 126-22 being a by-law to constitute and appoint a Committee of Adjustment for the Corporation of the Township of Wellington North

RESOLUTION: 2022-373

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT By-law Number 126-22 being a by-law to constitute and appoint a Committee of Adjustment for the Corporation of the Township of Wellington North be read a First, Second and Third time and enacted.

CARRIED

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

RESOLUTION: 2022-374

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North recess the December 5, 2022 Regular Meeting of Council for the purpose of holding a Public Meeting under the Planning Act:

- Pinestone Construction Ltd., Minor Variance

CARRIED

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

RESOLUTION: 2022-375

Moved: Councillor McCabe

Seconded: Councillor Renken

THAT the Council of the Corporation of the Township of Wellington North resume the December 5, 2022 Regular Meeting of Council at 2:38

CARRIED

#### **DEPUTATIONS**

Helen Edwards, Seniors' Centre for Excellence (SCE), Senior Health Service Coordinator

- Request for support

Ms. Edwards was joined by Doris Cassan, Kaye Ayres, and Sharon Rodgers. Ms. Edwards presented information about the Active Connected and Engaged (ACE) Coordinator position, examples of the responsibilities of the role and some recent Zoom statistics. This position was in place prior to the pandemic through a New Horizons grant. During the pandemic the position was used to start up virtual programming as there was a lot of concern about seniors being isolated. Emergency funding was used along with funding from municipalities.

Wellington North Council was asked to consider a donation of \$10,000 to support the Ace position. They currently have enough funds to get through to March.

Doris Cassan, Kaye Ayres and Sharon Rodgers provided testimonials on the importance of the programs, and the ACE position. Being able to connect with others through Zoom helps to combat loneliness in a more personal way. Seniors don't need to travel or worry about the weather to connect with others.

Ryan Deska, Director, Community Engagement and Development, Habitat for Humanity, Guelph Wellington

- Bringing Affordable Home Ownership to Guelph-Wellington

Mr. Deska shared Habitat for Humanity's vision of a world where everyone has a decent place to live. They rely on Re-Store sales, private donations, and investment through community bonds for funding. Assisting with affordable home ownership allows families to build intergenerational wealth. Details of projects in Fergus and Guelph were provided. They are building bigger projects that included stacked townhouses and apartments. They are looking at 70+ affordable units in the next five years. The community bonds program is an opportunity for the public to invest in projects directly while having an interest earning investment. That gives Habitat the ability to purchase properties as they are a not-for-profit charitable organization and are not able to accrue large cash reserves. They are currently accepting applications from eligible people and families for housing.

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

1. Regular Meeting of Council, November 7, 2022
2. Inaugural Council Meeting, November 21, 2022

RESOLUTION: 2022-376

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT the minutes of the Regular Meeting of Council held on November 7, 2022 and the Inaugural Council Meeting held on November 21, 2022 be adopted as circulated.  
CARRIED

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

No business arising from previous meetings of Council.

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

1f-3, 2a, 2d, 4a, 6a, 6b, 6d,7a, 7b, 8b

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

RESOLUTION: 2022-377

Moved: Councillor Renken

Seconded: Councillor Burke

THAT all items listed under Items For Consideration on the December 5, 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 Maitland Valley Conservation Authority Members Meeting #7-2022 held on July 20, 2022, and Members Meeting #8-22 held on September 21, 2022.

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Arthur Chamber of Commerce Directors Meeting held on October 12, 2022, Annual General Meeting held on October 19, 2022, and the Directors Meeting held on November 9, 2022.

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Mount Forest Business Improvement Area Annual General Meeting held on November 9, 2022.

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Arthur Business Improvement Association Annual General Meeting held on November 16, 2022.

THAT the Council of the Corporation of the Township of Wellington North approve the Arthur Business Improvement Association Board of Directors:

Chair

- Angela Alaimo

Treasurer

- Tom Gorecki

Directors (Voting):

- Gord Blyth
- Jim Coffey
- Paula Coffey
- Money Dadwan
- Sheila Faulkner

Directors (Non-voting)

- Mitch Keirstead

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 September 21, 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 November 8, 2022.

THAT the Council of the Corporation of the Township of Wellington North approve the Damascus Hall Agreement, as recommended by the Recreation, Parks and Leisure Committee.

THAT the Council of the Corporation of the Township of Wellington North approve the amended 2023 Recreation Rates and Fees, as recommended by the Recreation, Parks and Leisure Committee.

THAT the Council of the Corporation of the Township of Wellington North approve the 2024 Recreation Rates and Fees, as recommended by the Recreation, Parks and Leisure Committee.

THAT the Council of the Corporation of the Township of Wellington North approve the Recreation Programs Cancellation and Refund Policy as updated, as recommended by the Recreation, Parks and Leisure Committee.

THAT the Council of the Corporation of the Township of Wellington North receive the Planning Report from Matthieu Daoust, Senior Planner, County of Wellington, dated December 5, 2022, regarding 152 Frederick Street West, Arthur, Zoning By-law Amendment. (Surinder Chaudhry)

THAT the Council of the Corporation of the Township of Wellington North receive Report DC 2022-48, Consent Application (Easement) B134-22 known as Part Lot 33, Concession 1, Lots 6, 7 & 8, Survey Foster's in the town of Mount Forest. (Waste Management Canada Corp.),

AND FURTHER THAT the Council of the Township of Wellington North supports consent application B134-22 as presented.

THAT the Council of the Corporation of the Township of Wellington North receive for information Report DC 2022-050 regarding the Final Approval of the 2495535 Ontario Inc. Site Plan Agreement for the land at 237 Industrial Drive.

THAT the Council of the Corporation of the Township of Wellington North receive Report CBO 2022-14 being the Building Permit Review for the period ending October 31st, 2022.

THAT the Council of the Corporation of the Township of Wellington North receive the Vendor Cheque Register Report dated November 28, 2022

THAT the Council of the Corporation of the Township of Wellington North receive the correspondence from Murray Short, Engagement Partner, RLB LLP, dated November 1, 2022, regarding the 2022 Audit Plan.

THAT the Council of the Corporation of the Township of Wellington North receive Report TR2022-04 being a report on 2023 fees and charges by-law updates (various services);

AND FURTHER THAT Council direct staff to proceed with the updates to reflect the changes outlined herein for the 2023 calendar year.

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

THAT the Council of the Corporation of the Township of Wellington North receive for information Report OPS 2022-032 being a report on the Township's Drinking Water Quality Management System (DWQMS) – 2022 Management Review Meeting Minutes.

THAT the Council of the Corporation of the Township of Wellington North receive Report CLK 2022-022 being a report on an amendment to the Electronic Council and Committee meeting policy;  
AND FURTHER THAT the Council endorses the amendment to the Electronic Council and Committee meeting policy as such:

the following clause:

“Scope

During any period where an emergency in any part of or all of the municipality has been declared by the municipal Head of Council, or the Premier, Cabinet under the Emergency Management and Civil Protection Act this policy applies to all members of Council and staff participating in a meeting electronically, either via video conference or telephone. Nonetheless, this policy is subject to rules and procedures in the Procedural By-law and/or other provincial legislation.”

to be amended to read:

“Scope

This policy applies to all members of Council and staff participating in a meeting electronically, either via video conference or telephone. Nonetheless, this policy is subject to rules and procedures in the Procedural By-law and/or other provincial legislation.”

THAT the Council of the Corporation of the Township of Wellington North receive the correspondence from Jennifer Stephens, General Manager/Secretary-Treasurer, Saugeen Valley Conservation Authority, dated November 8, 2022, regarding the New Term of Council and Appointment of SVCA Board Members.

THAT the Council of the Corporation of the Township of Wellington North receive for information the County of Wellington media release dated November 25, 2022, Wellington North Mayor Elected Wellington County Warden 2022 – 2024.

CARRIED

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

RESOLUTION: 2022-378

Moved: Councillor McCabe

Seconded: Councillor Renken

THAT the Council of the Corporation of the Township of Wellington North approve the Memorandum of Understanding with the Arthur and Mount Forest Pickleball Groups, as recommended by the Recreation, Parks and Leisure Committee;

AND FURTHER THAT Council direct staff to work with each group to continue to provide Pickleball in each community, recognizing the scope of the MOU may have to change from time to time.

CARRIED

RESOLUTION: 2022-379

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North receive the correspondence from Steve Wever, President, GSP Group Inc., dated November 1, 2022, regarding Application for Zoning By-law amendment, File No. ZBA 14/22, 7970 Wellington Road 12, Township of Wellington North, removal of Holding (H) provision. (G & L White Farms (County Garage).

DEFEATED

Councillor Burke removed herself from the meeting as she had previously declared a conflict with Report DC 2022-049.

RESOLUTION: 2022-380

Moved: Councillor McCabe

Seconded: Councillor Renken

THAT the Council of the Corporation of the Township of Wellington North receive Report DC 2022-049 being a report on Consent Application (Severance) B137-22 known as Part Lot 21, EOSR, Division 1 in the former Township of Arthur.

AND FURTHER THAT the Council of the Township of Wellington North supports consent application B137-22 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 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
- THAT zoning compliance be 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.

CARRIED

Councillor Burke returned to the meeting.



RESOLUTION: 2022-381

Moved: Councillor Burke

Seconded: Councillor Renken

THAT the Council of the Corporation of the Township of Wellington North receive Report EDO 2022-030 being a report on Downtown Revitalization and the Mount Forest and Arthur Business Improvement Associations,

AND FURTHER THAT Council approve the 2023 workplan, budget and tax levy for the Mount Forest BIA as presented and approved at the Nov. 9th, 2022, MF BIA Annual General Meeting,

AND FURTHER THAT Council approve the 2023 workplan, budget and tax levy for the Arthur BIA as presented and approved at the Nov. 16th, 2022, Arthur BIA Annual General Meeting,

AND FURTHER THAT Council approve the following as Directors for the Mount Forest BIA for this term of council. Chair Andrew Coburn, Dwight Benson, Jessica McFarlane, Kathleen Delchario, Kayla Morton, Bill Nelson as voting Directors and Jayme Hewson as a non-voting Director;

AND FURTHER THAT Council approve the following as Directors for the Arthur BIA for this term of council. Chair Angela Alaimo, Gord Blyth, Jim Coffey, Paula Coffey, Money Dadwin, Sheila Faulkner, Tom Gorecki as voting Directors and Mitch Keirstead as a non-voting Director.

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

CARRIED

RESOLUTION: 2022-382

Moved: Councillor McCabe

Seconded: Councillor Renken

THAT the Council of the Corporation of the Township of Wellington North receive Report OPS 2022-030 being a report on the R.J. Associates Burnside & Limited Report dated October 2022 (Rev. November 2022) on water supply for Arthur Rev. November 2022;

AND FURTHER THAT Council direct staff to include an Arthur water supply environmental assessment for \$200,000 as part of the 2023 capital budget;

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

CARRIED

RESOLUTION: 2022-383

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North receive Report OPS 2022-031 being a report on amendments to the Township's traffic by-law and to repeal By-law 104-21;

AND FURTHER THAT Council approve the housekeeping amendments identified within this report;

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

RESOLUTION: 2022-384

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North receive Report OPS 2022-033 being a report on the Township's Municipal Servicing Standards (MSS) update for information;

AND FURTHER THAT Council direct staff to post the draft MSS update on the municipal website for 60 days to solicit public feedback.

CARRIED

Councillor Burke inquired if there has been any consideration pertaining to integrating more trees into developments and a plan that developments do not cut down mature trees. Mayor Lennox commented that this revision anticipates any changes in terms of tree requirements for developments. While there is a desire for more trees from certain elements of the communities, there is a struggle between having more trees and ensuring they don't interfere with services. Perhaps a tree saving program would be needed. That would probably need to come to Council through a staff report or notice of motion to initiate.

RESOLUTION: 2022-385

Moved: Councillor McCabe

Seconded: Councillor Renken

THAT the Council of the Corporation of the Township of Wellington North receive for information Report CAO 2022-005 being an update on the More Homes Built Faster Act, 2022 (Bill 23).

CARRIED

RESOLUTION: 2022-386

Moved: Councillor Burke

Seconded: Councillor Renken

THAT the Council of the Corporation of the Township of Wellington North approve the appointment of Councillor Renken to the Wellington North Cultural Roundtable for the term of Council.

THAT the Council of the Corporation of the Township of Wellington North approve the appointment of Councillor Lisa Hern to the Mount Forest & District Chamber of Commerce as the municipal representative for the term of Council.

THAT the Council of the Corporation of the Township of Wellington North approve the appointment of Councillor Lisa Hern to the Arthur & District Chamber of Commerce as the municipal representative for the term of Council.

THAT the Council of the Corporation of the Township of Wellington North approve the appointment of Councillor Steve McCabe to the Wellington County Farm Safety Committee as the Wellington North representative for the term of Council.

THAT the Council of the Corporation of the Township of Wellington North approve the appointment of Councillor Burke to the Mount Forest Business Improvement Area Board as the Township of Wellington North representative for the term of Council. AND FURTHER THAT Council direct staff to bring a by-law to a future meeting of Council;  
AND FURTHER THAT Council authorize the Mayor and Clerk to sign the By-law.

THAT the Council of the Corporation of the Township of Wellington North approve the appointment of Councillor Hern to the Arthur Business Improvement Association Board as the Township of Wellington North representative for the term of Council. AND FURTHER THAT Council direct staff to bring a by-law to a future meeting of Council;  
AND FURTHER THAT Council authorize the Mayor and Clerk to sign the By-law.

THAT the Council of the Corporation of the Township of Wellington North approve the appointment of John Fruin as the municipal representative to the Saugeen Valley Drinking Water Source Protection Committee for the Municipality of Arran-Elderslie, Municipality of Brockton, Town of Hanover, Town of Minto, Township of Southgate and Township of Wellington North for the term of Council.

THAT the Council of the Corporation of the Township of Wellington North approve the appointment of Allan Rothwell as the municipal representative to the Ausable Bayfield Maitland Valley Source Protection Committee for the Township of Howick, Town of Minto, Municipality of North Perth, township of Perth East, Township of Mapleton and Township of Wellington North for the term of Council.

THAT the Council of the Corporation of the Township of Wellington North approve the appointment of Ed Podniewicz as the municipal representative to the Maitland Valley Conservation Authority for the Township of Mapleton, Town of Minto and Township of Wellington North for the term of Council.

THAT the Council of the Corporation of the Township of Wellington North approve the appointment of Ed Podniewicz as the municipal representative to the Maitland Source Protection Authority for the Township of Mapleton, Town of Minto and Township of Wellington North for the term of Council.

THAT the Council of the Corporation of the Township of Wellington North approve the appointment of Councillor Lisa Hern as the municipal representative to the Grand River Conservation Authority for the Township of Mapleton, and Township of Wellington North for the term of Council.

THAT the Council of the Corporation of the Township of Wellington North approve the appointment of Councillor Steve McCabe as the municipal representative to the Saugeen Valley Conservation Authority for the Town of Minto and Township of Wellington North for the term of Council.

THAT the Council of the Corporation of the Township of Wellington North approve the appointment of Councillor McCabe to the Wellington North Health Professional

Recruitment Committee as the municipal representative for the Township of Wellington North for the term of Council.

THAT the Council of the Corporation of the Township of Wellington North approve the appointment of Councillor Burke to the North Wellington Health Care Corporation Louise Marshall Hospital Board of Directors as the municipal representative for the Township of Wellington North for the term of Council.

THAT the Council of the Corporation of the Township of Wellington North approve the appointment of Councillor McCabe and Councillor Renken to the Upper Grand Trailway Wellington Sub Committee as the municipal representatives for the Township of Wellington North for the term of Council.

THAT the Council of the Corporation of the Township of Wellington North approve the appointment of Councillor Burke to the Lynes Blacksmith Shop Committee as the municipal representative for the Township of Wellington North for the term of Council.

THAT the Council of the Corporation of the Township of Wellington North approve the appointment of the following members of Council to the Recreation, Parks & Leisure Committee:

- Councillor McCabe
- Councillor Renken

THAT the Council of the Corporation of the Township of Wellington North approve the appointment of the following members of Council to the Mount Forest Pool Ad-Hoc Committee:

- Councillor Burke
- Councillor Renken

THAT the Council of the Corporation of the Township of Wellington North approve the appointment of approve the following appointments to the Mount Forest Fireworks festival:

- Councillor Burke
- EDO Dale Small

THAT the Council of the Corporation of the Township of Wellington North approve the appointment of CAO, Brooke Lambert to the Wellington North Safe Communities as the Wellington North representative.

CARRIED

RESOLUTION: 2022-387

Moved: Councillor McCabe

Seconded: Councillor Renken

Be it resolved that the Council for the Corporation of the Township of Wellington North endorses Ward 4 Councillor Steve McCabe for the position of ROMA Zone 2 Representative for the 2023 – 2027 ROMA Board of Directors.

CARRIED

#### **NOTICE OF MOTION**

No notice of motion tabled.

## COMMUNITY GROUP MEETING PROGRAM REPORT

Councillor Burke (Ward 2) attended a community garden meeting, with Councillor McCabe in Mount Forest. She was quite impressed with the number of people that turned out, many with gardening knowledge and thanked Al Sharpe for providing a property to use.

Councillor McCabe (Ward 4) inquired if the Township could provide a room for the Community Garden group for meetings. Mayor Lennox inquired if a waiver of fees was submitted.

Councillor Renken (Ward 1) was in support of the community garden.

Mayor Lennox commented on the exceptional turn out at the Arthur and Mount Forest Christmas parades and thanked staff for their work in decorating the truck used by Council.

## BY-LAWS

- a. By-law Number 122-22 being a by-law to provide for an interim tax levy on all assessment within specific tax classes and to provide a penalty and interest rate for current taxes in default and tax arrears
- b. By-law Number 123-22 being a by-law to authorize temporary borrowing from time to time to meet current expenditures during the fiscal year ending December 31, 2023
- c. By-law Number 125-22 being a by-law to amend By-law 66-01, being a Zoning By-law for the Township of Wellington North (Crown survey Pt park lot 2 S; Smith St Carrol survey Pt Lots 6 & 9 and RP 61R21974; Parts 1, 11 to 15 and know Municipally as 152 Frederick St W, Geographic Town of Arthur)
- d. By-law Number 127-22 being a by-law to establish the fees and charges for various services provided by the municipality and to repeal By-law 117-21.
- e. By-law Number 128-22 being a by-law to amend By-law 007-22 being a by-law to establish 2023 fees and charges for recreation services provided by the municipality
- f. By-law Number 129-22 being a by-law to establish 2024 fees and charges for recreation services provided by the municipality and to repeal by-law 007-02
- g. By-law Number 130-22 being a by-law to regulate traffic in the Township of Wellington North and to repeal By-law No. 104-21

RESOLUTION: 2022-388

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT By-law Number 122-22, 123-22, 125-22, 127-22, 128-22, 129-22 and 130-22 be read a First, Second and Third time and enacted.

CARRIED

**CULTURAL MOMENT**

- Celebrating Santa Claus Parades

The Santa Claus Parade is not an original concept. According to the Merriam-Webster dictionary, the word 'parade' is used to refer to a 'pompous show' rather than a public procession.

Ancient cities often had special, elaborately constructed streets for their processions. The earliest reference to a parade is found in cave paintings dating back ten thousand years. These events consisted of prehistoric men triumphantly carrying the game they killed back to their camp.

The idea for the Santa Claus parade originated with Eaton's Company in Toronto as a promotion for their department stores. The first parade was held on December 2nd, 1905 with a single float. It became the largest Santa Claus parade by the 1950's and Eaton's ended its association with the parade in 1982. Today, it is funded by corporate sponsors.

Before Mount Forest began having a Santa Claus Parade, The Lions Club had Santa Comes To Town which began in 1939. Tickets were given to children to attend the movie theatre and at the end of the movie Santa would appear and the children received bags of candy. One year, Santa arrived by helicopter to the Fire Hall.

The Santa Claus Parades, in Mount Forest, were originally held on a Saturday afternoon beginning in 1975. In 1988 the parades started to be held on Friday evenings to promote more business involvement. This is believed to be the first night time parade in southwestern Ontario. There have been as many as 85 bands/floats. During Covid 2020 and 2021 a very successful 'Reverse Parade' was held to continue the uninterrupted reputation of bringing Santa To Town. In 2022 the plans are to hold a traditional night parade on the usual 1st Friday in December.

The evening parades in Arthur and Mount Forest have a magical feeling with the floats being lit up, and the stars overhead. While they offer businesses and organizations recognition with their decorated floats, they also offer the residents, especially the children (young and old), some good old-fashioned fun and a beginning to the Christmas spirit.

Submitted by Penny Renken on behalf of the Wellington North Cultural Roundtable

**CLOSED MEETING SESSION**

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

- (d) labour relations or employee negotiations;

RESOLUTION: 2022-389

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North go into a meeting at 4:08 p.m. that is closed to the public under subsection 239 (2) of the Municipal Act, 2001, specifically:

- (d) labour relations or employee negotiations

CARRIED

1. REPORTS

- HR 2022-015 – Non-Union Employee Remuneration

2. REVIEW OF CLOSED SESSION MINUTES

- November 7, 2022

3. RISE AND REPORT FROM CLOSED MEETING SESSION

RESOLUTION: 2022-390

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North rise from a closed meeting session at 4:13 p.m.

CARRIED

RESOLUTION: 2022-391

Moved: Councillor McCabe

Seconded: Councillor Renken

THAT the Council of the Corporation of the Township of Wellington North receive Report HR 2022-015 – Non-Union Employee Remuneration;

AND FURTHER THAT Council approve the confidential direction to staff.

CARRIED

RESOLUTION: 2022-392

Moved: Councillor Burke

Seconded: Councillor Renken

THAT the Council of the Corporation of the Township of Wellington North approve the Closed Meeting Minutes of the November 7, 2022 Council Meeting.

CARRIED

**CONFIRMING BY-LAW**

RESOLUTION: 2022-393

Moved: Councillor McCabe

Seconded: Councillor Renken

THAT By-law Number 131-22 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 December 5, 2022 be read a First, Second and Third time and enacted.

CARRIED

**ADJOURNMENT**

RESOLUTION: 2022-394

Moved: Councillor Burke

Seconded: Councillor Renken

THAT the Regular Council meeting of December 5, 2022 be adjourned at 4:16 p.m.

CARRIED

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**MAYOR**

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**CLERK**

December 1, 2022

TO: Brooke Lambert, CAO, Township of Wellington North

Andy Lennox, Mayor, and Council, Township of Wellington North

Manny Baron, CAO, Township of Mapleton

Gregg Davidson, Mayor, and Council, Township of Mapleton

I would like to recommend that Mapleton and Wellington North Councils consider appointing Lisa Hern to replace me as a Board Member on the Grand River Conservation Authority for the upcoming term of 2023-2027.

I have appreciated being your representative on the GRCA Board over the past term. However, given the changes being forced on all the Conservation Authorities by the Ontario Government, I feel it would be valuable to have an elected person fill that position. Many of the changes taking place will require more input from and interaction with our local Municipal Councils and staff.

I believe it is extremely important that the programs and services provided by or through GRCA for agriculture be continued and supported . These services are necessary to maintain and improve water quality in the Grand River watershed and to help mitigate the causes of ongoing and worsening signs of climate change. Needless to say, water quality and climate change have direct impacts on agriculture in our area and so GRCA Board members with knowledge of agriculture, conservation, land use and policy will be vital.

Lisa Hern has a very strong background in these fields and has been a member of the Rural Water Quality Advisory Board in Wellington County for several years. She has been responsible for Members Services for the Wellington Federation of Agriculture since 2006 and is now also the Field Services Representative for the Ontario Federation of Agriculture. In addition, Lisa operates a family farm north of Arthur and is a graduate of the University of Guelph in Animal Science and Agricultural Business.

Lisa would be an excellent GRCA Board Member and with your support, she will represent our area of the watershed very well. I have attached her CV for your information.

Sincerely,



Bruce Whale, GRCA Board of Directors, 2018-2022



**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH  
MINUTES OF SPECIAL COUNCIL MEETING – DECEMBER 13, 2022 AT 12:00 P.M.  
VIA WEB CONFERENCING**

**Members Present:**

**Mayor: Andrew Lennox**  
**Councillors: Sherry Burke**  
**Lisa Hern**  
**Steve McCabe**  
**Penny Renken**

**Staff Present:**

**Chief Administrative Officer: Brooke Lambert**  
**Director of Legislative Services/Clerk: Karren Wallace**  
**Chief Building Official: Darren Jones**  
**Planner: Steve Wever**

### CALLING TO ORDER

Mayor Lennox called the meeting to order.

### ADOPTION OF THE AGENDA

RESOLUTION: 2022-395

Moved: Councillor McCabe

Seconded: Councillor Renken

THAT the Agenda for the December 13, 2022 Special Meeting of Council be accepted and passed.

CARRIED

### DISCLOSURE OF PECUNIARY INTEREST

### CLOSED MEETING SESSION

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

- (e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board;
- (f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose;

RESOLUTION: 2022-396

Moved: Councillor Burke

Seconded: Councillor Hern

THAT the Council of the Corporation of the Township of Wellington North go into a meeting at 12:01 p.m. that is closed to the public under subsection 239 (2) of the Municipal Act, 2001, specifically:

- (e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board;
- (f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose;

CARRIED

1. REPORTS

- Municipal Solicitor re: 7970 Wellington Road 12, Township of Wellington North

2. RISE FROM CLOSED MEETING SESSION

RESOLUTION: 2022-397

Moved: Councillor McCabe

Seconded: Councillor Hern

THAT the Council of the Corporation of the Township of Wellington North rise from a closed meeting session at 12:24 p.m.

CARRIED

RESOLUTION: 2022-398

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North receive the report Municipal Solicitor re: 7970 Wellington Road 12, Township of Wellington North;

AND FURTHER THAT Council approve the confidential direction to staff.

CARRIED

**CONFIRMING BY-LAW**

RESOLUTION: 2022-399

Moved: Councillor Burke

Seconded: Councillor Hern

THAT By-law Number 132-22 being a By-law to Confirm the Proceedings of the Council of the Corporation of the Township of Wellington North at its Special Meeting held on December 13, 2022 be read a First, Second and Third time and enacted.

CARRIED

**ADJOURNMENT**

RESOLUTION: 2022-400

Moved: Councillor McCabe

Seconded: Councillor Renken

THAT the Special Council meeting of December 13, 2022 be adjourned at 12:25 p.m.

CARRIED

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**MAYOR**

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**CLERK**

**WELLINGTON NORTH CULTURAL ROUNDTABLE COMMITTEE MINUTES  
WEDNESDAY DECEMBER 7<sup>th</sup>, UPPER HALL, ARTHUR COMMUNITY CENTRE**

**MEMBERS PRESENT:**

|                         |                      |
|-------------------------|----------------------|
| Chair Jim Taylor        | Linda Hruska         |
| Doris Cassan            | Bonny McDougall      |
| Faye Craig              | Gerald Townsend      |
| Sue Doherty             | Gail Donald          |
| Councillor Penny Renken | Councillor Lisa Hern |

**Staff Present:**

Brooke Lambert, Chief Administrative Officer  
Tasha Grafos, Community Recreation Coordinator  
Dale Small, Economic Development Officer

**MEMBERS ABSENT:**

Jess Pfisterer

**CALLING TO ORDER**

Lunch was provided and prior to calling the meeting to order Dale welcomed everyone to the meeting and introduced CAO Brooke Lambert to everyone. Roundtable introductions followed.

The Committee also thanked Councilor Hern for her support and leadership as the Council Representative on the committee for the past number of years and also recognized Councilor Penny Renken as the new council representative.

Chair Jim called meeting to order at 12:35 PM

**ADOPTION OF THE AGENDA**

RESOLUTION: CRT2022-014 Moved by Faye Craig and seconded by Councilor Penny Renken THAT the agenda for the December 7<sup>th</sup>, 2022, Cultural Roundtable Committee meeting be accepted and passed. **CARRIED**

**CHAIRS COMMENTS**

As this was Jim's last meeting, he thanked everyone for their support and commitment over the ten years that he has been on the Cultural Roundtable. He was proud to be Chair of this committee and commented on the many successes as well as the completion of two Cultural Plan's.

**MINUTES OF PREVIOUS MEETING – August 8<sup>th</sup>, 2022,**

RESOLUTION: CRT2022-015 Moved by Bonny McDougall and seconded by Linda Hruska THAT the minutes of the meeting of August 8<sup>th</sup> be accepted and passed. **CARRIED**

## ITEMS FOR DISCUSSION

EDO Dale reviewed the following items that were all included in the agenda package:

- 2022 Financial Report & Update:** Revenue for the year was \$12,468.35 versus expense of \$11,576.13. Highlights included increased revenue from the Farmers Market. On the expense side expenses were on plan. Three cultural grant applications were received and \$2,453.40 in grant funding was approved by the committee in 2022.
- 2023 Workplan & Financial Forecast:** Financial forecast for 2023 reflects similar levels of revenue and expense as in 2022. Additional funding may be required for the 2023 Cultural Plan Goals and Actions once the committee starts to move forward with these. Dale also commented that while we will continue to use the Victory Community Centre for the Farmers Market we will be looking for a new Market Manager as we do not expect Harry will be returning. We believe all our vendors are returning and plans are to open around the middle of June with similar vendor fees as previous years.
- Cultural Roundtable Terms of Reference:** A copy of the Terms of Reference was provided to the committee for comment. The Terms of Reference, as well as the appointment of committee members, will be approved by council on December 19<sup>th</sup>. Dale asked the committee to advise him of any suggested amendments to the Terms of Reference as soon as possible.
- Cultural Moment Update:** The first Cultural Moment was shared at a council meeting in November 2011 and since that time 121 Cultural Moments have been read by the Mayor or a Council Member at the end of the council meeting. This is great example of the importance Council place on promoting and supporting culture and the Cultural Roundtable. Everyone is encouraged to continue to submit cultural moments. The goal in 2023 is to have one for every meeting. Special thank you to Councilor Penny and the Mount Forest Museum and Archives who have already provided eleven cultural moments for our use in the coming year.
- 2023 Cultural Plan Goals & Action Items:** In 2022 our updated Cultural Plan was approved by council and the committee also spent some time identifying and prioritizing the top 15 Goals and Actions out of the Municipal Cultural Plan. These 15 goals and actions along with any actions taken to date, as well as our next steps/plans will be the focus of our first meeting in 2023. A copy of the prioritized goals and actions will be attached to the minutes and Dale will try and update with names for those who have volunteered to support the various actions. If you do not see your name beside one of the actions, or if it is listed incorrectly, please let Dale know so we can have a complete updated list for our next meeting.

## ROUNDTABLE ANNOUNCEMENTS

Councillor Penny felt we should try and have more meetings than we did in 2022 and the committee agreed that as a start we will target for 10 meetings a year. The first one will be held on January 19<sup>th</sup>, 2023, in Kenilworth. The committee also agreed that some of these meetings could be held virtually.

Sue updated the committee on a number of groups she is involved with including her work at the Raw Carrot Soup Enterprise.

Faye updated the committee on the new lighting that is being installed at MacPherson Park in Arthur and thanked Director of Operations Matt Aston as well as WNP for their support.

Gail commented on activities at the Historical Society as well as the passing of John Walsh. She also mentioned that 2023 would be the 100-year anniversary of the Arthur Cenotaph. The committee also thanked Gail for her many years of service as this was Gail's last meeting.

Bonnie updated on the Find-A-Grave project, Pumkinfest that took place during Culture Days, the Poppy Project and the upcoming Cantata in Arthur and Mount Forest.

Linda discussed the Quilters Guild involvement on Culture Days and a good discussion took place about possibly trying to arrange a number of activities to all take place at the same time in order to draw more attention and hopefully visitors.

Gerald also updated on the Cantata and that he would look to provide cultural moments on the 4H and to promote agricultural awareness.

Councillor Lisa thanked the committee for all their hard work. She will miss the Cultural Roundtable but will continue to be a supporter at the council table.

Doris updated on the Arthur Barn Quilt Trail and that it has mostly been combined into the Wellington Barn Quilt Trail Association. An updated brochure is under consideration.

Brooke mentioned the Land Acknowledgement work that has been underway in Wellington County and the importance of the Cultural Roundtable being involved in future presentations and education sessions.

Dale indicated that we hope to bring the Cultural Roundtables from Minto, Hanover, Centre Wellington, and Wellington North together sometime in 2023 for a joint meeting. There will also be two volunteer and newcomer celebrations in 2023. One in April in Arthur and September in Mount Forest.

## **RECOGNITION OF COMMITTEE MEMBERS**

The committee once again thanked Jim, Gail, Tasha and Councilor Hern for their support and contribution to the Cultural Roundtable over the past many years

Everyone was provided with a small token of appreciation.

## **ADJOURNMENT**

Resolution: CRT2022-016 Moved by Chair Jim THAT the Cultural Roundtable Committee meeting be adjourned at 1:55 PM **CARRIED**

## ATTACHMENT 1 PRIORITIZED LIST OF GOALS & ACTIONS

### Goal 1: Broaden Municipal Roles and Partnerships

| Cultural Plan Reference # | Action  | COMMITTEE MEMBERS |
|---------------------------|---|-------------------|
| 1.1                       | Develop a communications strategy to raise awareness Cultural Plan. Promote the Plan across all Township departments, the County's Economic Development Office, and the municipal website and partner with neighboring municipalities who also have Cultural Plans and Cultural Committees.   | Dale              |
| 1.2                       | Review the mandate of the Cultural Roundtable to increase representation across a broader cross-section of skills, demographics, and ethnicities. Solicit representation from the Youth Action Council and local artists and artisans, entrepreneurs, relevant volunteer organizations for the continuous exchange of ideas and support the active engagement of the larger community. In addition to the Economic Development Officer, ensure someone from the Recreation team is invited to be a participant on the Cultural Roundtable to strengthen linkages between cultural and recreational opportunities. | Dale & Doris      |
| 1.3                       | Investigate the creation of a Wellington North Municipal Heritage Committee.  | Penny             |
| 1.6                       | Continue to work with regional partners to leverage the Invest Well CIP to promote on-farm diversified or agriculture-related uses, short-term accommodation options, and tourism assets. Consider expanding Saugeen Connects partnerships to promote and expand cultural planning throughout Northern Wellington & Southern Grey County. <a href="#">Taste Real Local Food Programme</a> , Taste Real Spring Rural Romp and new RTO4 to examine tourism product offerings and experiences linking cultural, culinary & Agri-tourism assets/events  | Jess              |

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

| Cultural Plan Reference # | Action   | COMMITTEE MEMBERS  |
|---------------------------|--|--------------------|
| 2.1                       | Work with the Cultural Roundtable to continually review and update the Cultural Asset Inventory and the <a href="http://simplyexploreculture.ca">simplyexploreculture.ca</a> site.   | Penny              |
| 2.4                       | Work with the County of Wellington to promote the Tourism Adaptation and Recovery Programme to help small and medium-sized enterprises (SMEs') and not-for-profits (NFPs') in the arts, culture, and Agri-tourism sector by supporting one-time adaptation and re-opening costs incurred to continue operating post-COVID-19.  | Dale               |
| 2.6                       | Work with the Arthur & Mount Forest Chamber of Commerce to hold regular information networking sessions to support and grow creative cultural businesses and local artists and artisans.   | Faye & Sue & Doris |
| 2.7                       | Update economic development marketing materials to highlight the growth of the creative cultural economy. Currently, Wellington North showcases culture at every council meeting through our Cultural Moment, which is then shared on YouTube, social media and in the papers. Build a narrative around the importance of arts and culture as a driver of innovation for a rural economy. Showcase local entrepreneurs and business owners on the municipal website. | Dale & Doris       |

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

| Cultural Plan Reference # | Action  | COMMITTEE MEMBERS |
|---------------------------|---|-------------------|
| 3.1                       | Develop a social media strategy (building out the Cultural Moment, <a href="#">Simply Explore Culture</a> site and cultural map) to support ongoing cultural development and create a community identity.   | Linda & Doris     |
| 3.2                       | In partnership with the Wellington Signage Plan Project, continue to improve local arts and festivals signage and signage along trails, the downtown, historical sites, and community destinations.   | Linda             |
| 3.3                       | Continue to promote Culture Days to highlight, profile and engage a range of arts and culture facilities and programs, heritage sites and creative and tourism businesses.  | Everyone          |
| 3.9                       | Develop a festival and events strategy to support the sustainability/feasibility of current events and explore opportunities for multi-generational programming and new festivals that align with resident demands (e.g., Mount Forest Fireworks Festival, beer/wine festival). | Linda             |



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

| Cultural Plan Reference # | Action   | COMMITTEE MEMBERS |
|---------------------------|--|-------------------|
| 4.1                       | As per the County of Wellington Official Plan, ensure that the downtown areas are a strong focus for business, administrative, and cultural activities and remain the primary gathering place combining commerce and social functions. | Dale & Doris      |
| 4.3                       | Organize summer activities such as musical performances and buskers etc., in suitable locations in the downtowns to animate street life.   | Doris             |
| 4.6                       | Install banners and plaques that illustrate and highlight Wellington North's rich heritage and stories in key locations, including the entrance to the downtowns.  | Doris             |



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

## **WELLINGTON NORTH CULTURAL ROUNDTABLE TERMS OF REFERENCE and MANDATE 2022-2026**

### **Term of the Committee:**

The term of the Committee shall be four years and the same as the term of Wellington North Council. The group mandate and terms of reference should also be reviewed every four years.

### **Meetings:**

The Committee will meet the 3<sup>rd</sup> Thursday of every month, or such other times as called by the Chair. Meetings will generally be held in the Council Chambers in Kenilworth starting at noon however virtual meetings will also occasionally take the place of an in-person meeting.

### **Authority:**

The Committee shall act as an advisory committee to Council

### **Mandate & Purpose:**

The Committee's purpose is to build community capacity in cultural development by facilitating communication and supporting collaboration among community, business, and municipal interests. To accomplish this, the Cultural Roundtable will advance the cultural and economic agenda outlined in the Municipal Cultural Plan and the Vision to 'Preserving, promoting and developing Wellington North's unique cultural resources to build a vibrant community and a prosperous economy.'

Each Roundtable member will draw on individuals in the community with relevant interests and expertise to solicit their participation and leadership in activities to further the arts and culture action plan. The Committee will also provide a forum for the continuous exchange of ideas among a cross-section of groups and individuals in the community.

### **Composition:**

The Committee will be composed of the Economic Development Officer, a member of council who has been appointed by council, the Wellington North Farmers Market, Market Manager and six or more public members (representing various sectors and organizations throughout the community).

The Chair will be determined by consensus of the Committee Members at the Committee's first meeting after being appointed by council.

**Appointment Process:**

Committee members will draw on individuals in the community with relevant interests and expertise among a cross-section of groups and individuals and propose recruitment for committee membership. Final approval of committee members will rest with council.

**Compensation:**

The Cultural Roundtable is volunteer based, and as such no compensation is provided.

**Staff Support and Funding:**

Financial support for the activities of the Committee will be reviewed annually as part of the Municipality's regular budget preparation process and will be included in the Economic Development Office budget. Additional, special project funding requests may also be submitted by the Committee from time to time for consideration by Council.

The committee will be responsible for generating any additional funding support needed to sustain its work. This may take the form of funding and sponsorships and/or earned revenue and memberships through special related projects.

The designated staff of the Township of Wellington North shall provide administrative support for the committee including:

- Preparation of meeting schedules, agendas, and minutes
- Supporting communications with the community (e.g. maintaining a contact list, press releases, website updates, period newsletters and communications)
- Serving as a contact point for referrals and networking

**Conduct of Meetings:**

The meetings are generally 1-2 hours in length. Committee members are responsible for attending as many meetings as possible and for reporting on action plans being worked on.

**Communication:**

Committee members can communicate directly to the Economic Development Officer or Committee Chair if more appropriate.



## Staff Report

**To:** Mayor and Members of Council Meeting of December 19, 2022

**From:** Tammy Pringle, Development Clerk

**Subject:** **DC 2022-051, GOOD'S REALTY INC.  
SITE PLAN AGREEMENT, 6 WELLS STREET, ARTHUR**

### RECOMMENDATION

**THAT** Council of the Township of Wellington North receive for information Report DC 2022-051 regarding the Final Approval of the Good's Realty Inc. Site Plan Agreement.

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

None

### BACKGROUND

#### Subject Lands

The property is within the urban centre of the Village of Arthur. The subject lands are in the north west quadrant, with frontage on Wells Street. The land holding is approximately 22,000 square feet and is legally known as PART OF PARK LOT 12, SOUTH OF SMITH STREET CROWN SURVEY VILLAGE OF ARTHUR PART 2, 61R22052; S/T RIGHT OF WAY AS IN DN15652; TOWNSHIP OF WELLINGTON NORTH.

#### The Proposal

The Owner has applied for Site Plan Approval from the Township to construct a one storey auto parts facility with sales showroom and warehouse. This project will include site servicing, grading and storm water management.

#### Existing Policy Framework

The subject lands are designated M-1 Industrial Zone in the Township of Wellington North Zoning By-Law 66-01 with and Industrial designation 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 will be forwarded to the Township's solicitor for registration.

**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
- Municipal Infrastructure
- Partnerships
- 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-

**GOOD'S REALTY INC.**  
(hereinafter collectively called the "Owner")  
OF THE SECOND PART

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

PART OF PARK LOT 12, SOUTH OF SMITH STREET CROWN SURVEY VILLAGE OF ARTHUR PART 2, 61R22052; S/T RIGHT OF WAY AS IN DN15652; TOWNSHIP OF WELLINGTON NORTH

PIN: 71094-0418

(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 of SEVENTEEN THOUSAND FIVE HUNDRED AND TWENTY TWO DOLLARS AND SEVENTY FIVE CENTS (\$17,522.75) as found in Schedule C, 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 one (1) year 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.

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DRAFT

THIS AGREEMENT is executed by the Township this \_\_\_\_ day of \_\_\_\_\_, 2022.

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

\_\_\_\_\_  
BROOKE LAMBERT – CAO

I have authority to bind the corporation.

THIS AGREEMENT is executed by the owner this \_\_\_\_ day of \_\_\_\_\_, 2022.

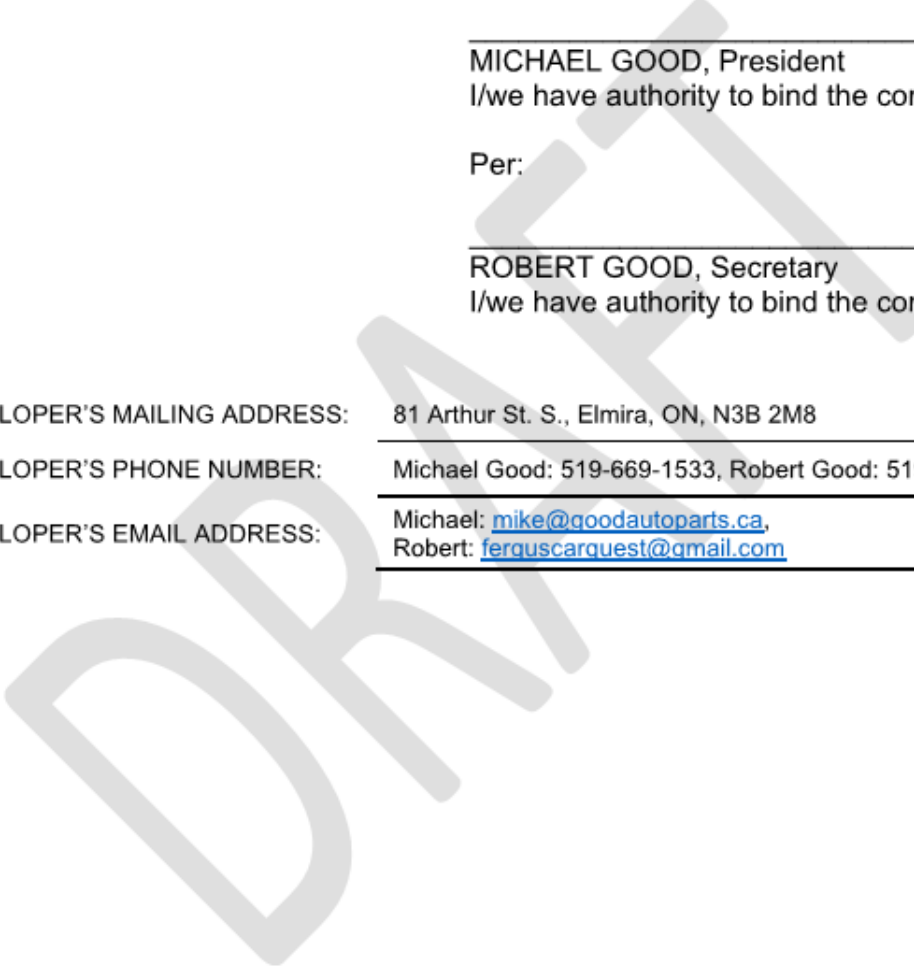
**GOOD'S REALTY INC.**  
Per:

\_\_\_\_\_  
MICHAEL GOOD, President  
I/we have authority to bind the corporation.

Per:

\_\_\_\_\_  
ROBERT GOOD, Secretary  
I/we have authority to bind the corporation.

|                              |   |
|------------------------------|---|
| DEVELOPER'S MAILING ADDRESS: | 81 Arthur St. S., Elmira, ON, N3B 2M8   |
| DEVELOPER'S PHONE NUMBER:    | Michael Good: 519-669-1533, Robert Good: 519-504-1620   |
| DEVELOPER'S EMAIL ADDRESS:   | Michael: <a href="mailto:mike@goodautoparts.ca">mike@goodautoparts.ca</a> ,<br>Robert: <a href="mailto:ferguscarquest@gmail.com">ferguscarquest@gmail.com</a> |



**SCHEDULE "A"****Approved Plan and Drawings**

1. Good's Auto, Township of Wellington North, Project No. 14495-100, Engineer's Drawings prepared by Witzel Dyce Engineering Inc., 826 King Street North, Unit 20, Waterloo, Ontario, N2J 4G8, including the following drawings:

| DOCUMENT NUMBER | DOCUMENT NAME                        | REVISION NUMBER | REVISION DATE | SEAL DATE  | PREPARED BY                  |
|-----------------|--------------------------------------|-----------------|---------------|------------|------------------------------|
| A1.0            | Site Plan                            | 4               | 2022/10/19    |            | Witzel Dyce Engineering Inc. |
| A2              | Preliminary Floor Plan               | 1               | Mar. 31/2022  |            | Witzel Dyce Engineering Inc. |
| A3              | Elevations                           | 1               | Mar. 31/2022  |            | Witzel Dyce Engineering Inc. |
| C1.0            | Existing Conditions                  | 4               | 2022/10/17    | 2022/10/17 | Witzel Dyce Engineering Inc. |
| C2.0            | Site Grading and Servicing Plan      | 4               | 2022/10/17    | 2022/10/17 | Witzel Dyce Engineering Inc. |
| C2.1            | Standard Details                     | 4               | 2022/10/17    | 2022/10/17 | Witzel Dyce Engineering Inc. |
| C3.0            | Pre-Development Drainage Catchments  | 4               | 2022/10/17    | 2022/10/17 | Witzel Dyce Engineering Inc. |
| C4.0            | Post-Development Drainage Catchments | 4               | 2022/10/17    | 2022/10/17 | Witzel Dyce Engineering Inc. |
|                 | Stormwater Management Report         |                 | 2022/10/17    |            | Witzel Dyce Engineering Inc. |

2. Good's Auto, Township of Wellington North, Project No. S311055, Engineer's Drawings prepared by Advanced Drainage Systems, Inc., 4640 Trueman Blvd, Hilliard, OH, 43026, dated October 13, 2022, include the following drawings:

| DOCUMENT NUMBER | DOCUMENT NAME            | REVISION NUMBER | REVISION DATE | PREPARED BY                     |
|-----------------|--------------------------|-----------------|---------------|---------------------------------|
|                 | Cover Page               |                 |               | Advanced Drainage Systems, Inc. |
| Sheet 2 of 4    | StormTech Chamber System | 3               | 10/13/22      | Advanced Drainage Systems, Inc. |
| Sheet 3 of 4    | StormTech Chamber System | 3               | 10/13/22      | Advanced Drainage Systems, Inc. |
| Sheet 4 of 4    | StormTech Chamber System | 3               | 10/13/22      | Advanced Drainage Systems, Inc. |
|                 | Site Plan                |                 |               | Advanced Drainage Systems, Inc. |



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

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

- 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 OGS maintenance and yearly cleaning, perimeter board fence, retaining wall, surface treatment, line painting, accessible parking signage 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. The requirement includes, but is not limited to, the annual inspection and cleaning of the oil grit separator structure.
- Prior to start of construction, the proposed works are to be staged in such a way to allow traffic flow on Wells Street West past the subject property at all times. A schedule of proposed works within the road allowance must be submitted to the Township prior to construction.
- Prior to issuance of Building Permit, the Owner shall:
  - a. Submit the retaining wall design that has been signed and sealed by a Professional Engineer licensed to practice in Ontario and to the satisfaction of the Township's Building Department.
  - b. Confirm expected groundwater conditions of the site through Geotechnical Report or Test Pits. Typical standards are for 1.0m separation between the seasonally high groundwater level and the bottom of the LID/infiltration feature.
- Prior to receiving building occupancy, the Owner shall provide necessary storm ECA approvals and permits to the Township.

**SCHEDULE "C"****Estimated Cost of the Offsite Works**

Cost estimate is dated November 23, 2022, prepared by Witzel Dyce Engineering Inc

Project #: 14495-100  
Date: November 23, 2022  
Witzel Dyce Engineering Inc.**PRELIMINARY OFF-SITE COST ESTIMATE**GOOD'S AUTO  
6-8 Wells St. West, Arthur, ON

| Item                                   | Unit Price          |
|--|---------------------|
| 1.0 Removals                           | \$ 1,500.00         |
| 2.0 Storm Servicing                    | \$ 3,000.00         |
| 3.0 Sanitary Servicing                 | \$ 1,750.00         |
| 4.0 Water Servicing                    | \$ 2,425.00         |
| 5.0 Surfacing                          | \$ 2,300.00         |
| 6.0 Landscape                          | \$ 1,200.00         |
| 7.0 Miscellaneous                      | \$ 1,000.00         |
| Engineering (10%)                      | \$ 1,317.50         |
| Contingency (10%)                      | \$ 1,317.50         |
| HST (13%)                              | \$ 1,712.75         |
| <b>Total Preliminary Cost Estimate</b> | <b>\$ 17,522.75</b> |

| 1.0  | REMOVALS                     | UNIT           | QUANTITY | UNIT PRICE | COST       |
|------|------------------------------|----------------|----------|------------|------------|
| 1.01 | Removal of existing asphalt  | L.S.           | 1        | \$1,500.00 | \$1,500.00 |
| 2.0  | STORM SERVICING              | UNIT           | QUANTITY | UNIT PRICE | COST       |
| 2.01 | 450mm dia Culvert            | lm             | 15       | \$200.00   | \$3,000.00 |
| 3.0  | SANITARY SERVICING           | UNIT           | QUANTITY | UNIT PRICE | COST       |
| 3.01 | 150mm dia sanitary service   | lm             | 4.5      | \$100.00   | \$450.00   |
| 3.02 | Cleanout                     | each           | 1        | \$100.00   | \$100.00   |
| 3.03 | Connection to sanitary sewer | L.S.           | 1        | \$1,000.00 | \$1,000.00 |
| 4.03 | CCTV of sanitary service     | L.S.           | 1        | \$200.00   | \$200.00   |
| 4.0  | WATER SERVICING              | UNIT           | QUANTITY | UNIT PRICE | COST       |
| 4.01 | 25mm dia water service       | lm             | 15       | \$75.00    | \$1,125.00 |
| 4.02 | Curb Stop                    | each           | 1        | \$150.00   | \$150.00   |
| 4.03 | Main Stop                    | each           | 1        | \$150.00   | \$150.00   |
| 4.04 | Connection to watermain      | L.S.           | 1        | \$1,000.00 | \$1,000.00 |
| 5.0  | SURFACING                    | UNIT           | QUANTITY | UNIT PRICE | COST       |
| 5.01 | Granular 'B'                 | tonne          | 65       | \$12.00    | \$780.00   |
| 5.02 | Granular 'A'                 | tonne          | 30       | \$14.00    | \$420.00   |
| 5.03 | HL-4 Asphalt                 | tonne          | 8        | \$70.00    | \$560.00   |
| 5.04 | HL-3 Asphalt                 | tonne          | 6        | \$90.00    | \$540.00   |
| 6.0  | LANDSCAPE                    | UNIT           | QUANTITY | UNIT PRICE | COST       |
| 6.01 | Sod & 300m depth topsoil     | m <sup>2</sup> | 60       | \$20.00    | \$1,200.00 |
| 7.0  | MISCELLANEOUS                | UNIT           | QUANTITY | UNIT PRICE | COST       |
| 7.01 | Traffic Control              | L.S.           | 1        | \$1,000.00 | \$1,000.00 |





# WELLINGTON NORTH

SEMPER PORRO

## Staff Report

**To:** Mayor and Members of Council, Meeting of December 19, 2022  
**From:** Darren Jones, Chief Building Official  
**Subject:** CBO 2022-15 Building Permit Review Period Ending November 30, 2022

### RECOMMENDATION

**THAT** the Council of the Corporation of the Township of Wellington North receive Report CBO 2022-15 being the Building Permit Review for the period ending November 30, 2022.

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

1. CBO 2022-14 Building Permit Review Period Ending October 31, 2022
2. CBO 2021-17 Building Permit Review Period Ending November 30, 2021

### BACKGROUND

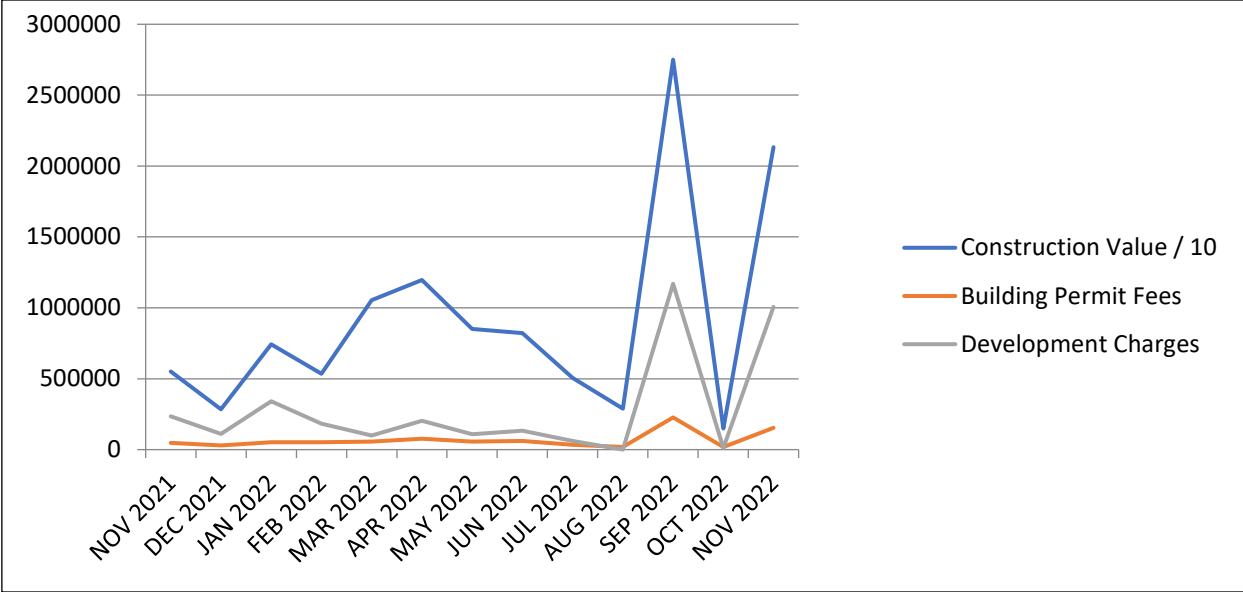
| PROJECT DESCRIPTION | PERMITS ISSUED | CONSTRUCTION VALUE | PERMIT FEES | DEVELOPMENT CHARGES |
|---------------------|----------------|--------------------|-------------|---------------------|
|---------------------|----------------|--------------------|-------------|---------------------|

|                         |    |               |           |            |
|-------------------------|----|---------------|-----------|------------|
| Single Family Dwelling  | 30 | 10,497,000.00 | 90,000.00 | 513,270.00 |
| Multi Family Dwelling   | 3  | 8,080,000.00  | 48,160.00 | 344,168.02 |
| Additions / Renovations | 2  | 5,000.00      | 1,460.00  | 0.00       |
| Garages / Sheds         | 1  | 17,000.00     | 184.72    | 0.00       |
| Pool Enclosures / Decks | 0  | 0.00          | 0.00      | 0.00       |

|               |   |              |           |            |
|---------------|---|--------------|-----------|------------|
| Commercial    | 2 | 2,300,000.00 | 11,819.73 | 148,904.23 |
| Assembly      | 0 | 0.00         | 0.00      | 0.00       |
| Industrial    | 1 | 80,000.00    | 1,845.48  | 1,006.17   |
| Institutional | 0 | 0.00         | 0.00      | 0.00       |
| Agricultural  | 1 | 340,000.00   | 168.55    | 0.00       |
| Sewage System | 1 | 15,000.00    | 520.00    | 0.00       |
| Demolition    | 0 | 0.00         | 0.00      | 0.00       |

|                    |     |                |            |              |
|--------------------|-----|----------------|------------|--------------|
| Monthly Total      | 41  | 21,334,000.00  | 154,158.48 | 1,007,348.42 |
| Total Year to Date | 402 | 110,297,710.00 | 789,277.37 | 3,303,357.09 |

|                  |    |              |           |            |
|------------------|----|--------------|-----------|------------|
| 12 Month Average | 35 | 9,428,725.83 | 69,404.52 | 286,020.36 |
|------------------|----|--------------|-----------|------------|



|                               |     |               |            |            |
|-------------------------------|-----|---------------|------------|------------|
| 10 Year Monthly Average       | 18  | 4,291,820.00  | 37,834.65  | 173,555.43 |
| 10 Year, Year to Date Average | 257 | 43,435,858.10 | 366,511.25 | 959,146.44 |

**FINANCIAL CONSIDERATIONS**

None.

**ATTACHMENTS**

None.

**STRATEGIC PLAN 2019 – 2022**

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

- Yes
  No
  N/A

Which priority does this report support?

- Modernization and Efficiency
  Partnerships  
 Municipal Infrastructure
  Alignment and Integration

|                        |  |
|------------------------|--|
| <b>Prepared By:</b>    | Darren Jones, Chief Building Official        |
| <b>Recommended By:</b> | Brooke Lambert, Chief Administrative Officer |



## Staff Report

**To:** Mayor and Members of Council, Meeting of December 19, 2022  
**From:** Darren Jones, Chief Building Official  
**Subject:** CBO 2022-16 – Lease Extension Minister of Infrastructure (9135 Highway 6)

### RECOMMENDATION

**THAT** the Council of the Corporation of the Township of Wellington North receive Report CBO 2022-16 being a report on Lease Extension Minister of Infrastructure (9135 Highway 6)

**AND FURTHER THAT** the Council of the Township of Wellington North authorizes the Mayor and Clerk to enter into the Fourth Lease Extension and Amending Agreement with His Majesty the King in right of Ontario as represented by the Minister of Infrastructure.

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

1. CAO 2017-020 Lease Agreement – OPP Training Centre Kenilworth
2. CAO 2013-03 OPP Training Centre – Kenilworth

### BACKGROUND

The former Sacred Heart School property, owned by the Township, has for a number of years been leased to Her Majesty the Queen in Right of Ontario as Represented by the Minister of Infrastructure and utilized by the Ontario Provincial Police as an ongoing operation for their In-Service Training team.

In 2018 the Township entered into a lease extension agreement with Infrastructure Ontario that called for an automatic extension term for the period March 1, 2023 and expiring February 28, 2025.

I have conveyed to CBRE and the OPP that the Township will not consider a further lease extension beyond the 2025 period. The age of the building is such that significant capital investment will be required to keep it operational long-term. Issues such as the facility plumbing, mechanical and the building envelope continue to cause concerns. The proposed agreement has no further extension clauses.

In the 2025 budget, staff will be recommending allocation of costs to demolish the subject building at the conclusion of the lease.

### FINANCIAL CONSIDERATIONS

The Net Rent payable for the Fourth Extension Term shall be Forty-Nine Thousand, Five Hundred Dollars (\$49,500.00) per annum (based on a rate of Five Dollars (\$5.00) per square

foot of the Rentable Area of the Premises per annum), payable in equal monthly installments of Four Thousand, One Hundred and Twenty-Five Dollars (\$4,125.00), each on the first day of each month during the Fourth Extension Term, the first of such monthly installments to be due and payable on March 1, 2023.

Pursuant to Paragraph 3 of Schedule D of the Original Lease, Operating Costs payable for the Fourth Extension Term shall be Ten Thousand Dollars (\$10,000.00) per annum, payable in equal monthly instalments of Eight Hundred and Thirty-Three Dollars and Thirty-Four Cents (\$833.34), each on the first day of each month during the Fourth Extension Term.

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

1. Fourth Lease Extension and Amending Agreement: with by-law in this agenda.

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

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

Yes
                 
  No
                 
  N/A

Which priority does this report support?

Modernization and Efficiency       Partnerships  
 Municipal Infrastructure               Alignment and Integration

|                        |  |
|------------------------|--|
| <b>Prepared By:</b>    | Darren Jones, Chief Building Official        |
| <b>Recommended By:</b> | Brooke Lambert, Chief Administrative Officer |



## Staff Report

**To:** Mayor and Members of Council, Meeting of December 19, 2022  
**From:** Darren Jones, Chief Building Official  
**Subject:** CBO 2022-17 – Development Department Compliance with Bill 109 and Bill 23

### RECOMMENDATION

**THAT** the Council of the Corporation of the Township of Wellington North receive Report CBO 2022-17 being a report on Development Department Compliance with Bill 109 and Bill 23

**AND THAT** the Mayor and Clerk be authorized to sign the associated By-laws.

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

1. County of Wellington Memo to Municipalities Re: Bill 109 – More Homes for Everyone Act, 2022
2. Report TR 2022-05 2023 Fees and Charges By-law updates (Various Services)
3. CAO 2022-005 More Homes Built Faster Act, 2022 (Bill 23) Update
4. County of Wellington Committee Report Re: Bill 23 – More Homes Built Faster Act, 2022

### BACKGROUND

#### **BILL 109: MORE HOMES FOR EVERYONE ACT 2022**

On April 14, 2022 the Province of Ontario gave Royal Assent to Bill 109: More Homes for Everyone Act, 2022. Bill 109 amended various provincial acts including the City of Toronto Act (2006), Development Charges Act (1997), New Home Construction Licensing Act (2017), Ontario New Home Warranties Plan Act, and the Planning Act. According to the Province, Bill 109 “builds on the success of the Housing Supply Action Plan 2019 by introducing a range of cross-government initiatives that will help increase supply, address market speculation, and protect homebuyers, owners and renters”.

The Planning Act has been revised to include requirements that municipalities must refund zoning by-law amendment application fees and site plan application fees if specified decision timelines are not met. The requirement to refund fees comes into effect for any new applications received on or after January 1, 2023.

Provisions have been added to allow the Township to establish what requirements are needed for a site plan application to be deemed “complete”. The Township may refuse to accept or further consider an application if the identified requirements are not submitted. The Township within 30 days of receiving an application must respond to the applicant to confirm if it is complete or incomplete.

A new provision has been added to establish that the approval of a site plan application can no longer be made by Council. The approval of a site plan application can now only be made by an “officer, employee or agent of the Township”. This will apply to any new applications filed on or after July 1, 2022. The Townships current Site Plan Control By-law designates the CAO as delegated authority.

### **BILL 23: MORE HOMES BUILT FASTER ACT 2022**

On November 28, 2022, Royal Assent was Given to Bill 23, More Homes Faster Act, 2022. Bill 23 has sweeping changes to multiple statutes, regulations, policies and other matters to help achieve the goal of building 1.5 million homes in Ontario over the next 10 years. Bill 23 impacts nine statutes, including major changes to the Planning Act, Development Charges Act and Conservation Authorities Act. The Government is moving fast and the changes are far reaching. The proposed changes focus on building more homes, streamlining processes, and reducing costs and fees to build houses.

The Planning Act has been revised to exclude projects with 10 or fewer residential units from site plan control and exclude exterior design of buildings from site plan control. The Townships current Site Plan Control By-law exempts projects with 3 or fewer residential units.

### **IMPLEMENTATION**

Township Development Department Staff and Wellington County Planning Department Staff have developed the following recommendations for implementation to alter our processes and remain compliant with Bill 109 and Bill 23:

#### **Mandatory Pre-consultation:**

Staff have developed a mandatory pre-consultation by-law requiring that an applicant must pre-consult with the township prior to submitting a zoning by-law amendment or site plan approval application.

Pre-consultation meetings are presently held for most zoning by-law amendment and site plan applications in the township. Pre-consultation meetings provide the applicant with an opportunity to receive preliminary feedback from municipal staff/departments and commenting agencies on their proposal. Application requirements including needed supporting information and documentation (e.g. drawings, studies etc.) are also discussed.

The proposed pre-consultation by-law will serve to formalize the existing process and ensure that all applicants pre-consult with the township prior to submitting an application.

**Complete Application Requirements:**

As discussed above, the pre-consultation process provides an opportunity to review and provide preliminary feedback on a proposal, which assists the applicant and assists the township by improving the completeness and quality of submissions.

Bill 109 introduced new provisions in the Planning Act, which formally allow the township to establish what requirements (fees, studies, drawings etc.) are needed in order for an application to be deemed “complete”. If the requirements identified at the pre-consultation stage are not submitted with an application, the township may refuse to accept or further consider an application.

The submission of a complete application is important to ensure that a decision on the application can be made by the township in a timely manner and within the time frames prescribed in the Planning Act. It will be important that required plans, documents and studies etc. are identified at the pre-consultation by the township, for this reason staff have developed a meeting minutes/checklist form that will be distributed to all parties.

**Deeming a Site Plan Application Complete:**

Under the new Planning Act provisions, the Township has 30 days to confirm with the applicant whether an application is complete or incomplete. If an application is incomplete, the processing and refund timelines under the Planning Act do not begin. An additional step has been added to the townships site plan application process to include the issuance of a confirmation letter by the township to the applicant.

**Conditional Site Plan Approval:**

Staff have revised the site plan approval processes to include the granting of “conditional approval” as a method to accelerate the approval process. A “conditional approval” or “approval with conditions” is a document issued by the township that approves a site plan application in principal and includes specified conditions, which need to be met prior to the final drawings being signed and a building permit being issued. The “conditional approval” process is used by some larger municipalities. A good example of conditional approval is the county’s severance approval process.

Typical conditions of approval include the completion of the site plan agreement (and posting of securities) and the sign off from applicable agencies (e.g. permit from conservation authority). The Province has confirmed that if approval is given conditionally, the conditions need to be specified. The use of “conditional approval” may allow for a decision to be issued on a site plan application within the prescribed 60-day period without all of the details and necessary steps completed (such as the execution of the site plan agreement).

**Site Plan Approval Authority:**

As discussed above, applications for site plan approval filed on or after July 1, 2022 can no longer be approved by Council or a Committee of Council. Under the new Planning Act Provisions, site plan applications can only be approved by an “officer, employee or agent of the township”. The Townships current site plan control by-law designates the CAO. Staff are proposing the CBO be designated to further streamline the process.

Staff will continue to circulate the site plan approvals with a staff report for information and/or comment to Council.

**Exclusion of 10 or Fewer Residential Units from Site Plan Approval:**

This Planning Act revision is concerning, by way of excluding these developments from Site Plan Approval the Province has done away with provisions for the Township to require Stormwater Management and Functional Site Servicing. To mitigate this loss of regulation Staff are proposing to amend the Building Permit By-law by requiring developments to be designed in accordance with the Municipal Servicing Standards.

In keeping with the Province’s intension, these developments will not be peer reviewed by the Township Engineer or Township Planner. The onus to construct and maintain in accordance with the Municipal Servicing Standard will fall to the developer and their engineer. As per our current practice where there are neighbour disputes related to lot grading and stormwater management, we will continue to follow the Post Subdivision Approval Drainage Inspection Policy.

|                                 |
|---------------------------------|
| <b>FINANCIAL CONSIDERATIONS</b> |
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Proposed processes and procedures outlined above have been incorporated into the Fees and Charges By-law that comes into effect January 1, 2023.

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| <b>ATTACHMENTS</b> |
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Included in the By-laws Section of this Agenda:

1. By-law under the Building Code Act respecting permits and related matters
2. By-law to require development applicants to consult with the Township prior to submission of development applications
3. By-law to establish site plan control within the Township



**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:**                      Darren Jones, Chief Building Official  
**Recommended By:**                      Brooke Lambert, Chief Administrative Officer

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

**BY-LAW NUMBER 000-23**

**BEING A BY-LAW UNDER THE BUILDING CODE ACT RESPECTING PERMITS AND RELATED MATTERS,**

**AUTHORITY:** Building Code Act, 1992, S.O. 1992, Chapter 23, as amended

**WHEREAS** Pursuant to the Building Code Act, 1992, as amended the Lieutenant-Governor in Council has established an Ontario Building Code (O.Reg. 403/97, as amended) which is in force throughout Ontario;

**AND WHEREAS** Section 7 of the Building Code Act, 1992, as amended authorizes a municipal council to pass by-laws concerning the issuance of permits and related matters;

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

**1. SHORT TITLE**

This By-Law may be cited as the “Building Permits By-Law”.

**2. DEFINITIONS**

1) In this By-Law:

- (a) “**Act**” means the Building Code Act, 1992, S. O. 1992, Chapter 23, as amended
- (b) “**Applicant**” means the owner of any building or property who applies for a permit or any person acting as the authorized agent of the owner to apply for a permit on the owner’s behalf;
- (c) “**As Constructed Plans**” means as constructed plans as defined in the Building Code;
- (d) “**Building**” means a building as defined in Section 1(1) of the Act;
- (e) “**Building Code**” or “**OBC**” means the regulations made under Section 34 of the Act;
- (f) “**Chief Building Official**” means the Chief Building Official or acting chief building official appointed by the by-law of The Corporation of the Township of Wellington North for the purposes of enforcement of the Act;
- (g) “**Construct**” means to do anything in the erection, installation, extension or material alteration or repair of a building and includes the installation of a building unit fabricated or moved from elsewhere, and “construction” has a corresponding meaning;
- (h) “**Corporation**” means The Corporation of the Township of Wellington North;
- (i) “**Demolish**” means to do anything in the removal of a building or and material part thereof, and “demolition” has a corresponding meaning;

- (j) **“Electronic Submission”** means the filing of an application for permit or alternative solution, including all required forms, documents and drawings, submitted through an electronic means approved by the Chief Building Official;
  - (k) **“Farm Building”** means a farm building as defined in Div. A, Section 1.4.1.2 of the regulations;
  - (l) **“Occupancy Permit”** means a permit authorized occupation of a building or part of a building prior to its completion as set out in Div. C, Section 1.3.3 of the regulations;
  - (m) **“Owner”** means the registered owner of the land and includes a lessee, mortgagee in possession and the person in charge of the property, acting as the authorized agent of the owner;
  - (n) **“Permit”** means written permission or written authorization from the Chief Building Official to perform work regulated by this by-law and the Act, or to change the use of a building or part of a building or parts thereof or, in the case of an occupancy permit, to occupy a building or part of a building or parts thereof;
  - (o) **“Prescribed Value”** means the Applicant’s estimated value of construction of a proposed building including the total value of all work, services and materials in respect of its construction and of all professional and related services, as reviewed by the Chief Building Official and adjusted if deemed necessary by the Chief Building Official to establish a reasonable value based on the facts before him or her.
  - (p) **“Plumbing”** means plumbing as defined in Section 1(1) of the Act;
  - (q) **“Professional engineer”** means a person who holds a license or a temporary license under the Professional Engineer’s Act, as defined in the Building Code;
  - (r) **“Re-inspection”** means any inspection of a construction stage made pursuant to a previous inspection of the same construction stage;
  - (s) **“Sewage system”** means a sewage system as defined in Section 1(1) of the Act”;
- 2) Terms not defined in this by-law shall have the meaning as described in the Act or the Building Code.

### **3. PERMITS**

#### **3.1 CLASSES OF PERMITS**

Classes of permits required for construction, demolition, change of use, occupancy of a partially complete building and conditional permits are set forth in Schedule “A” appended to and forming part of this by-law.

#### **3.2 APPLICATION FOR PERMIT**

To obtain a permit, an applicant shall file an application electronically or in writing on forms prescribed by the Province of Ontario and available from the Chief Building Official or from the Ministry of Municipal Affairs website, [www.mah.gov.on.ca](http://www.mah.gov.on.ca), and supply any other information relating to the application, as required by the Chief Building Official.

Every application for a permit shall be submitted to the Chief Building Official.

### **3.3 CONSTRUCTION PERMITS**

Where an application is made for a Construction Permit under 8(1) of the Act the applicant shall;

- 1) Use the provincial application form, "Application for a Permit to Construct or Demolish";
- 2) Include complete plans and specifications, documents and other information as required by Div. C, Section 1.3.1.3(5) of the Building Code and as prescribed in this By-law for the work to be covered by the permit;
- 3) Provide a completed Commitment for General Review by Architect and Engineer form where a building is required to be designed by an Architect or a Professional Engineer [Div. C Section 1.2.1 of the Building Code];
- 4) Provide a completed Energy Efficiency Design Summary in the form authorized by OBOA where an application; and
- 5) Provide a completed Farm Data Sheet where an application is made for a Farm Building with livestock housing in the form provided by the Chief Building Official.

### **3.4 DEMOLITION PERMITS**

Where an application is made for a Demolition Permit under 8(1) of the Act the applicant shall;

- 1) Use the provincial application form, "Application for a Permit to Construct or Demolish"; and
- 2) Include complete plans and specifications, documents and other information as required by Div. C, Section 1.3.1.3(5) of the Building Code and as prescribed in this By-law for the work to be covered by the permit.

### **3.5 CONDITIONAL PERMITS**

- 1) Where an application is made for a Conditional Permit under 8(3) of the Act the applicant shall;
  - a. Use the provincial application form, "Application for a Permit to Construct or Demolish";
  - b. Include complete plans and specifications, documents and other information as required by Div. C, Section 1.3.1.3(5) of the Building Code as prescribed in this By-law for the work to be covered by the permit;
  - c. Provide a completed Commitment for General Review by Architect and Engineer form where a building is required to be designed by an Architect or a Professional Engineer [Div. C Section 1.2.1. of the Building Code];

- d. State the reasons why the applicant believes that unreasonable delays in construction would occur if a conditional permit is not granted;
  - e. State the necessary approvals which must be obtained in respect of the proposed building and the time in which such approvals will be obtained;
  - f. State the time in which plans and specifications of the complete building will be filed with the Chief Building Official; and
  - g. Be subject to the applicant entering into an agreement as provided for in Section 8(3) of the Act.
- 2) The Chief Building Official (CBO) is delegated as being the appointed officer for the Township and may exercise Township Council's powers of authority under 8(3) of the Act.

### **3.6 CHANGE OF USE PERMITS**

Where an application is made for a Change of Use Permit under 10(1) of the Act the applicant shall;

- 1) Use the provincial application form, "Application for a Permit to Construct or Demolish";
- 2) Describe the building in which the occupancy is to be changed, by a description that will readily identify and locate the building;
- 3) Identify and describe in detail the current and proposed occupancies of the building or part of the building for which the application is made;
- 4) Include complete plans and specifications showing the current and proposed occupancy of all parts of the building, and which contain sufficient information to establish compliance with the requirements of the Building Code, including: floor plans, details of wall, ceiling and roof assemblies identifying required fire resistance ratings and load bearing capacities;
- 5) State the name, address and telephone number of the owner; and
- 6) Be signed by the owner or their authorized agent who shall certify the truth of the contents of the application.

### **3.7 PARTIAL PERMITS**

A Partial Building Permit may be issued under Section 8(1) of the Act where;

- 1) In order to expedite work, approval of a portion of the building or project is desired prior to the issuance of a permit for the complete building or project and where the construction authorized by the permit complies with the Act, Building Code, and other applicable law;
- 2) The required information to issue the permit will be determined by and to the satisfaction of the Chief Building Official;

- 3) A Partial Permit is requested the full building or project application is deemed to be incomplete; and
- 4) A permit is issued for part of a building or project, such permit shall not be construed to authorize construction beyond the plans for which approval was given nor that approval will necessarily be granted for the entire building or project.

### **3.8 OCCUPANCY PERMITS**

#### **3.8.1 Buildings described in Div. C, sentence 1.2.2.1.(1) of the OBC:**

An occupancy permit for buildings described in Div. C, sentence 1.3.3.1.(1) of the OBC, other than dwelling units, including additions and renovations to those buildings, shall be issued where the Chief Building Official has determined that the requirements for occupancy in Div. C, sentence 1.3.3.1.(2) of the OBC have been met and has authorized the occupancy of the building or part thereof.

#### **3.8.2 New residential buildings described in Div. C, article 1.3.3.2. of the OBC:**

An occupancy permit for new residential buildings described in Div. C, article 1.3.3.4. of the OBC, [including detached, semidetached and most townhomes], shall be issued where the Chief Building Official has determined that the requirements for occupancy in Div. C, sentence 1.3.3.4.(3) of the OBC have been met and has authorized the occupancy of the building or part thereof.

#### **3.8.3 Buildings described in Div. C, article 1.3.3.5. of the OBC:**

An occupancy permit for buildings described in Div. C, article 1.3.3.5. of the OBC shall be issued where the Chief Building Official has determined that the requirements for occupancy in Div. C, sentence 1.3.3.5.(3) of the OBC have been met and has authorized the occupancy of the building or part thereof.

## **4. SUBMISSION REQUIREMENTS**

### **4.1 PLANS AND SPECIFICATIONS**

- 4.1.1 Sufficient information shall be submitted with each application for a permit to enable the Chief Building Official to determine whether or not the proposed construction, demolition, change of use, etc. will conform with the Act, the Building Code and applicable law.
- 4.1.2 Each application shall, unless otherwise specified by the Chief Building Official, be:
  - 1) an electronic submission which includes a complete set of plans, documents and specifications as described by this By-law and Schedule "B" attached to this By-law;
- 4.1.3 An electronic submission is to be made in a Portable Document Format (PDF). Plans, specifications, documents, and other information are to be legible when printed to scale. Drawings to be a minimum size of 11" x 17" and shall be complete, fully dimensioned and to scale.

PDF Submissions shall have layers unlocked to permit mark-ups and additional notes by the Chief Building Official or designate.

- 4.1.4 Plans described in 4.1.2(2) of this By-law shall be drawn to scale and legible. Drawings shall be complete and fully dimensioned.
- 4.1.5 Site plans shall be referenced to an up to date survey, and when required by the Chief Building Official to demonstrate compliance with the Act, the Building Code, or other applicable law, a copy of the survey shall be submitted to the Chief Building Official. Site plans shall show:
- 1) rights-of-way, easements and municipal services;
  - 2) lot size and the dimension of property lines and setbacks to any existing or proposed buildings; and
  - 3) existing and proposed finished ground levels.
- 4.1.6 A surveyor's certificate, prepared by a registered Ontario Land Surveyor, when required by the Chief Building Official, shall be submitted and approved prior to commencement of the framing or above grade portion, and shall show the location of the foundation or foundations on the lot. Elevations for the top of foundation(s) may be required.
- 4.1.7 On completion of the construction of a building, part of a building, or lot grading and drainage the Chief Building Official may require a set of as constructed plans including a plan of survey prepared and certified by an Ontario Land Surveyor showing the location of the building.
- 4.1.8 Functional Servicing Report, Stormwater Management and other documentation as may be required by the Chief Building Official to demonstrate compliance with the Township of Wellington North Municipal Servicing Standard

## **4.2 ALTERNATIVE SOLUTIONS**

- 4.2.1 Where a proposed material, system or building design differs from the "acceptable solution" in Division B of the OBC, then it is treated as an "alternative solution". The following information shall be provided to the Chief Building Official in support of the alternative solution:
- 1) a description of the proposed material, system or building design for which an alternative solution is requested;
  - 2) documentation that the alternative solution will achieve the level of performance required by the applicable acceptable solutions in Division B of the OBC in respect to the objectives and the functional statements attributed to the applicable acceptable solutions in MMA Supplementary Standard SA-1, as stipulated in Div. A, 1.2.1.1(1)(b);
  - 3) documentation described in Div. C, 2.1.1.1. and such other information or documentation as may be required by the Chief Building Official; and
  - 4) each application for consideration of an alternative solution shall be accompanied by a fee as stipulated in the Township's Fees and Charges By-law.

#### **4.3 REVISIONS TO PERMIT**

4.3.1 Where there is material or system change during construction and/or to the plans, specifications, documents or other information on the basis of which a permit was issued, the owner or authorized agent is required under Section 8(12) of the Act to notify the Chief Building Official and shall submit the following:

- 1) use the prescribed form; and
- 2) revised plans and specifications illustrating the changes, including all supporting documentation as may be requested by the Chief Building Official.

#### **4.4 DISCRETION OF CHIEF BUILDING OFFICIAL**

4.4.1 The Chief Building Official may waive the requirements of Part 4 of this By-law or Schedule "B" attached to this By-law with respect to any particular applications. Where the Chief Building Official exercises his/her discretion as set out in this section, the requirements of this By-law are deemed to be modified accordingly.

#### **4.5 SEWAGE SYSTEM PERMITS**

4.5.1 For every application for a sewage permit that is submitted to the Chief Building Official, the applicant shall:

- a. use the provincial application form, "Application for a Permit to Construct or Demolish;
- b. include complete plans and specifications, documents and other information as required under Article 2.4.1.1B of the Building Code and as described in this by-law for the work to be covered by the permit.
- c. include a site evaluation which shall include all of the following items, unless otherwise specified by the Chief Building Official:
  - a. the date the evaluation was done;
  - b. name, address, telephone number and signature of the person who prepared the evaluation; and
  - c. a scaled map of the site showing:
    - i. the legal description, lot size, property dimensions, existing rights of way, easements or municipal/utility corridors;
    - ii. the location of items listed in Tables 8.2. 1.5., 8.2.1.6.A., 8.2.1.6.B and 8.2.1.6.C
    - iii. the location of the proposed sewage system;
    - iv. the location of any unsuitable, disturbed or compacted areas;
    - v. proposed access routes for system maintenance;
    - vi. depth to bedrock;
    - vii. depth to zones of soil saturation;



- viii. soil properties, including soil permeability, and (vii) soil conditions, including the potential for flooding.”

## 5. **PAYMENT OF FEES**

Fees for a required permit shall be as set out in the Townships Fees and Charges By-law and are due and payable upon submission of an application for a permit.

Where application is made for a conditional permit, fees shall be paid for the complete project.

Where the fees payable in respect of an application for a construction or demolition permit issued under subsection 8(1) of the Act or a conditional permit issued under subsection 8(3) of the Act are based on a floor area, floor area shall mean the total floor space of all storeys above grade (or below grade for an underground home) measured as the horizontal area between the exterior walls of the building.

Where fees payable in respect of an application for a change of use permit issued under subsection 10(1) of the Act are based on a floor area, floor area shall mean the total floor space of all storeys subject to the change of use.

The Chief Building Official may, where a proposed building does not adhere to any of the above or where there is dispute, calculate the estimated value at his/her discretion.

## 6. **REFUNDS**

The holder of a Permit may request the cancellation of the Permit where no construction has commenced and may upon written request to the Chief Building Official; apply for a refund of the fee paid for the Permit. The Chief Building Official may, upon such a request, cancel the Permit and refund an amount except the administrative fees listed in the Fees and Charges By-law.

Where the holder of a permit has commenced construction and for any reason the project is abandoned, no refund shall be made, the existing construction shall be removed or demolished, the construction site shall be returned to a safe and cleared condition and the Permit shall be cancelled.

## 7. **NOTICE REQUIREMENTS**

The Building Code requires that notification to the Chief Building Official be given at key stages of construction and requires that the municipality undertake inspections at these stages of construction. A person to whom a permit is issued will be required to give notice of the readiness for inspection to the Chief Building Official or registered code agency as the case may be. Municipalities will be required to undertake on-site inspections of construction at each of these stages. Municipalities may pass a by-law under clause 7(1)(e) of the Act prescribing additional notification stages.

### 1) Additional Stages of Construction Requiring Notice

- a. Readiness for a field percolation test

## **8. TIME FRAME FOR MANDATORY INSPECTION AFTER NOTICE IS GIVEN**

Under Sentence 2.4.5.3.(1) of the Building Code, after a mandatory inspection notice has been given under section 10.2 of the Act, an inspector or a registered code agency as the case may be, shall undertake a site inspection not later than two days after the notice is given to which the notice relates. In the case of site inspections of sewage systems the Building Code (2.4.5.3 2) requires the municipality to undertake an inspection no later than five days to which the notice relates.

The time periods exclude Saturdays, holidays and all other days when the offices of the principal authority are not open for the transactions of business with the public. The time period of the inspection notice shall begin on the day following the day notice was given.

## **9. PERMIT REVOCATION, DEFERRAL OF REVOCATION AND TRANSFER**

9.1 Revocation of Permit: Prior to revoking a Permit under Section 8 (10) (b) or (c) of the Act, the Chief Official shall give written notice of intention to revoke to the permit holder at the last known address and, if on the expiration of thirty days from the date of such notice the ground for revocation continues to exist, subject to Subsection (2), the permit shall be revoked without further notice and all submitted plans and other information may be disposed of or, at the request of the permit holder, returned as directed.

(a) Notification under Subsection (1) (a) shall be served either personally or by registered mail. Where notification is by registered mail, it shall be deemed to have been served on the third business day after the date of mailing.

9.2 Deferral of revocation:

(a) On receipt of a notice of intention to revoke a Permit, a permit holder may request in writing within thirty days from the date thereof, the Chief Building Official to defer the revocation of such Permit.

(b) A request for deferral shall set out the reasons why the Permit should not be revoked and the date by which the work will be commenced or resumed.

(c) Having considered the circumstances of the request and having determined that there have been no changes to the Building Code and any other applicable law which would have prevented the issuance of the original Permit, the Chief Building Official may allow a deferral to a prescribed date and shall notify the permit holder.

## **10 Transfer of Permit**

(a) Permits are transferable only upon the new owner completing a Permit application form pursuant to the requirements of Section 4.

(b) Only an Administration fee as set out in the Township's Fees and Charges By-law shall be payable on a transfer by the new owner who shall thenceforth be the permit holder for the purpose of the Act and the Building Code.

## **11 AS CONSTRUCTED PLANS**

The Chief Building Official may require that a set of plans of a building or any class of buildings as constructed be filed with the Chief Building Official on completion of construction under such conditions as may be prescribed in the Building Code.

## **12 PENALTY**

Under clause 36 (a) (b) (c) of the Act, contravention of a by-law passed under the Act constitutes an offence. Convictions of an offence may be subject to penalties under sections 36 (3)-(5) of the Act.

## **13 CODE OF CONDUCT**

A code of conduct is applicable to the Chief Building Official and Inspectors in accordance with 7.1-(1). BCA.

A complaint as such shall be in writing, detailing the concerns and addressed to the Chief Administrative Officer of the Township of Wellington North in accordance with the Township of Wellington North employee guidelines.

## **14 REGISTERED CODE AGENCY**

If the municipality directly appoints a registered code agency under Section 4.1 of the Act, an agreement must be completed.

The agreement with the registered code agency authorizes the agency to perform functions specified in the agreement. The agreements shall be in writing and as outlined in the Building Code under Article 2.22.1.1.

## **15 CONSTRUCTION FENCES**

Clauses 7 (i) and (j) of the Act, authorize by-laws to require the person to whom a permit is issued to erect and maintain fences around construction and demolition sites and to prescribe the height and description of such fences.

A person issued a construction or demolition permit under the Building Code Act, 1992, for any work in the Township of Wellington North shall erect and maintain a fence to enclose the construction or demolition site, including any areas where equipment is operated or equipment or material is stored.

The Chief Building Official is authorized to grant an exemption from the requirement in this subsection to erect a fence if the Chief Building Official is satisfied that conditions at a site would not present a particular hazard to the public.

## **16 VALIDITY**

Should any clause or provision of this By-law be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of this By-law as a whole or any part thereof, other than the part so declared to be invalid.

## **17 REPEAL OF BY-LAWS**

(1.) By-law No. 046-21 is hereby repealed in its entirety.

***READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
THIS 19th DAY OF NOVEMBER, 2022.***

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**ANDREW LENNOX, MAYOR**

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**KARREN WALLACE, CLERK**

**THE CORPORATION OF THE TOWNSHIP OF  
WELLINGTON NORTH  
BY-LAW NUMBER 000-23  
SCHEDULE "A"**

**CLASSES OF PERMITS**

**1. Building Permit**

To be for the purpose of allowing the construction of a building as defined in the Building Code Act, 1992.

**2. Demolition Permit**

**Class "A"** for the demolition of all or part of a building which building is less than 600 square metres and does not exceed three (3) storeys in building height.

**Class "B"** for the demolition of a building or part thereof which demolition is required to be designed and reviewed by a Professional Engineer.

**3. Conditional Permit**

Pertains to construction only and may be issued only in accordance with Section 8. (3) of the Building Code Act, 1992.

**4. Designated Structure Permit**

To be for the purpose of constructing a designated structure as defined in the Building Code.

**5. Transfer Permit**

To be issued to a new owner where ownership changes occur during or prior to the closing of any Permit previously issued.

**6. Provisional Occupancy Permit**

To allow occupancy of an unfinished building in accordance with the Building Code.

**7. Change of Use Permit**

To comply with the requirements of Part 10 of the Building Code.

**8. Reapplication**

To allow a Permit to be reinstated, where required.

**9. Temporary Service Structure**

A permit for a temporary Structure, to be removed within a predetermined time frame.

**SCHEDULE 'B'**  
**SCHEDULE OF DRAWINGS, SPECIFICATIONS AND DOCUMENTS REQUIRED FOR  
CONSTRUCTION, DEMOLITION AND CHANGE OF USE PERMITS**

Unless otherwise specified by the Chief Building Official, an electronic submission containing drawings, specifications and documents or one set of drawings, specifications and documents is required to be submitted in order for the various types of Building Permit Applications listed to be considered a complete application pursuant to Section 7(1)(b) of the Act. Depending upon the nature, scope and scale of a project other additional supporting drawings, specifications and documents may be required to demonstrate compliance with the Building Code at the discretion of the Chief Building Official.

**REQUIRED DOCUMENTATION**

Where applicable the following supporting documentation shall accompany applications for a permit unless otherwise waived by the Chief Building Official:

1. Approval from the Health Unit for the use, design and construction of a private sewage system and plumbing system.
2. Approval by the Ministry of the Environment, Conservation and Parks for the use, design and construction of a private sewage disposal and water supply systems.
3. Driveway access permit approved by the authority having jurisdiction.
4. Approved nutrient management plan and/or strategy.
5. Confirmation of compliance with Minimum Distance Separation 1 or 2.
6. Real property report (survey plan) prepared by an Ontario Land Surveyor.
7. Where a building is required to be reviewed by a Professional Engineer [Div. C, 1.2.2.3. of the Building Code], provide a completed Commitment to General Reviews by Architect and Engineers form.
8. Energy Efficiency Design Summary (EEDS)
9. Heat loss / heat gain calculations and furnace make/model and duct design layout
10. Geotechnical investigation report
11. Such other approvals as may be required to demonstrate compliance with Applicable Law.

## REQUIRED DRAWINGS BY TYPICAL PROJECT TYPE

1. Demolition (Full or Partial)
  - a. Description of the structural design characteristics of the building and method of demolition prepared by a Professional Engineer where deemed necessary by the Chief Building Official, Div. C, 1.3.1.1..
2. Residential Deck or Porch
  - a. Site Plan
  - b. Foundation Plan
  - c. Floor Plan (framing)
  - d. Cross-section and detail of guards
  - e. Lot grading, drainage and servicing plan, where applicable
3. Residential Accessory Building
  - a. Site Plan
  - b. Foundation Plan
  - c. Floor Plan (one per floor & including framing)
  - d. Roof Framing Plan
  - e. Elevation(s)
  - f. Building section
  - g. Lot grading, drainage and servicing plan, where applicable
4. Residential Addition and Renovation
  - a. Site Plan
  - b. Foundation Plan
  - c. Floor Plan (one per floor & including framing)
  - d. Roof Framing Plan
  - e. Elevation(s)
  - f. Building section
  - g. Lot grading, drainage and servicing plan, where applicable
5. New Residential Detached or Semi-Detached House
  - a. Site Plan
  - b. Foundation Plan
  - c. Floor Plan (one per floor & including framing)
  - d. Roof Framing Plan
  - e. Elevation(s)
  - f. Building section
  - g. Lot grading, drainage and servicing plan, where applicable
6. New Residential Townhouse, Tri-plex or Four-plex
  - a. Approved Site Plan (agreement and drawings)
  - b. Approved lot grading, drainage and servicing plan
  - c. Foundation Plan
  - d. Floor Plan (one per floor & including framing)

- e. Roof Framing Plan
  - f. Elevation(s)
  - g. Building section(s)
7. New Residential Apartment Building
- a. Approved Site Plan (agreement and drawings)
  - b. Approved lot grading, drainage and servicing plan
  - c. Site Plan
  - d. Foundation Plan
  - e. Floor Plan (one per floor)
  - f. Floor and Roof structural plans
  - g. Elevation(s)
  - h. Building section(s)
  - i. Window & door / hardware schedules, where applicable
  - j. Room finish schedules, where applicable
  - k. Mechanical drawings (plumbing and HVAC)
  - l. Electrical drawings (lighting and fire alarm system)
  - m. Sprinkler drawings, where applicable
  - n. Standpipe drawings, where applicable
8. New Non-Residential Building or Addition (Part 3 or 9)
- a. Approved Site Plan (agreement and drawings), where applicable
  - b. Approved lot grading, drainage and servicing plan, where applicable
  - c. Site Plan
  - d. Foundation Plan
  - e. Floor Plan (one per floor)
  - f. Floor and Roof structural plans
  - g. Elevation(s)
  - h. Building section(s)
  - i. Window & door / hardware schedules, where applicable
  - j. Room finish schedules, where applicable
  - k. Wall sections and/or details, where applicable
  - l. Mechanical drawings (plumbing and HVAC), where applicable
  - m. Electrical drawings (lighting and fire alarm system), where applicable
  - n. Sprinkler drawings, where applicable
  - o. Standpipe drawings, where applicable
9. Non-Residential Renovation (Part 3 or 9)
- a. Site Plan
  - b. Floor Plan (one per floor)
  - c. Floor and Roof structural plans, where applicable
  - d. Elevation(s), if exterior work proposed
  - e. Building section(s), where applicable
  - f. Window & door / hardware schedules, where applicable
  - g. Room finish schedules, where applicable
  - h. Wall sections and/or details, where applicable



- i. Mechanical drawings (plumbing and HVAC), where applicable
- j. Electrical drawings (lighting and fire alarm system), where applicable

#### 10. Designated Structures

The following plans prepared and stamped by a Professional Engineer or Architect:

- a. Approved lot grading, drainage and servicing plan, where applicable
- b. Site Plan
- c. Foundation Plan, where applicable
- d. Floor Plan (one per floor), where applicable
- e. Floor and Roof structural plans, where applicable
- f. Elevation(s), where applicable
- g. Sections and/or details, where applicable

#### DRAWING COMPLETENESS

Unless otherwise specified by the Chief Building Official, plans or working drawings showing and detailing the following information shall accompany all building permit applications. Depending upon the nature, scope and scale of a project other additional information may be required to demonstrate Building Code compliance at the discretion of the Chief Building Official.

1. The site plan drawing shall show:
  - a. Property boundaries and dimensions;
  - b. The location, use, height and dimensions of any existing and proposed building(s) including, but not limited to front, side, and rear yard dimensions and relationships to adjoining property lines, condominium corporation lines and buildings, common element lines, where applicable;
  - c. Relation of buildings and finished grade to existing elevations and storm water drainage control plan on site, where applicable, and
  - d. All existing and proposed parking layouts, retaining walls, swimming pools, accessory buildings and any other such physical additions necessary to the site.
2. The lot grading, drainage and servicing plan(s) shall show:
  - a. The property lines, building location, sidewalks, driveways, curb cuts, swales, all utility services and new/existing service connections;
  - b. Existing and proposed spot elevations for this project and adjacent properties, slopes of driveways, sidewalks and swales, direction of drainage flow; and
  - c. Location of storm water catchment area, catch basins, below grade and above grade utilities and connections into services at property line.
3. The architectural drawings shall show:
  - a. Building Code matrix, where applicable;
  - b. Foundation plan and grade details; and
  - c. Each floor plan with exact dimensions of the layout of all proposed areas and identify each with room names;

- d. All wall thickness and type of construction, window and door openings and schedules, elevator, sections and details of all walls, stairs and exits, fire walls, fire separations, shaft and duct openings and other related pertinent information;
  - e. Building elevations, cross sections and wall sections showing all floor to floor heights, materials and thickness, etc.; and
  - f. Specifications where applicable.
4. The structural drawings shall show:
- a. All foundation, floor, roof and wall structural elements indicating sizes, shapes and proper locations, and all dead and live design loads and conditions of loading;
  - b. All reinforced concrete work indicating thickness and strength of concrete, size spacing minimum cover and type of reinforcing steel;
  - c. All lintel, column and beam locations and their size;
  - d. Engineered roof and floor truss designs, where applicable; and
  - e. Specifications, where applicable.
5. The mechanical and electrical drawings shall show:
- a. Mechanical drawings are to show the plumbing, heating, ventilation and air conditioning including legends and schedules for compliance with the Building Code. For Part 9 buildings, this information can be shown on the same plan as the architectural;
  - b. Electrical drawings are to show lighting, emergency lighting, exit signs, fire alarm systems and their legends and schedules for compliance with the Building Code. For Part 9 buildings, this information can be shown on the same plan as the architectural;
  - c. The location of all fire protection equipment such as early warning, detection and suppression systems; and
  - d. Specifications, where applicable.

**SCHEDULE 'C'**  
**BUILDING DEPARTMENT CODE OF CONDUCT**

- 1) The Building Department Code of Conduct is meant to:
  - a) Promote good behaviour and actions by all Building Department staff, including the Chief Building Official and Building Inspectors;
  - b) Prevent an abuse of power, including unethical or illegal practices, by all Building Department staff; and
  - c) Promote honesty in the services provided by all Building Department staff.
- 2) Building Department staff must:
  - a) Always act in support of public well-being;
  - b) Follow all relevant laws, codes and standards;
  - c) Keep their qualifications up to date, and perform work in line with their qualifications;
  - d) Be professional and polite; and
  - e) Act in keeping with the Township's Corporate Values of Integrity, Excellence, and Wellness.
- 3) Code of Conduct
  - a) In exercising powers and performing duties under the *Building Code Act*, the Chief Building Official and Inspectors shall:
    - i) Exercise powers in accordance with the provisions of the *Building Code Act*, the Building Code and other applicable law that governs the authorization, construction, occupancy and safety of buildings and designated structures and the actions, duties and qualifications of Chief Building Officials and Inspectors;
    - ii) Act to identify and enforce compliance where significant contraventions of the Act or regulations are known to exist;
    - iii) Apply all relevant building laws, regulations and standards in a consistent and fair manner, independent of any influence by interested parties;
    - iv) Not accept any personal benefit which may create conflict with their duties; or perform duties where a personal interest may create a conflict;
    - v) Act honestly, reasonably, professionally, efficiently and in a timely manner, and with integrity, objectivity and impartiality, in the discharge of their duties; and
    - vi) Obtain the counsel of persons with expertise where the Chief Building Official or Inspector does not possess sufficient knowledge to make an informed judgment.
  - b) This code of conduct shall be brought to the attention of the public in the following manner:
    - i) Posting on the Township web site; and
    - ii) Posting in a conspicuous location at the customer service counter for the Building Department.

## THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

### BY-LAW NUMBER XXX-23

#### BEING A BY-LAW TO REQUIRE DEVELOPMENT APPLICANTS TO CONSULT WITH THE MUNICIPALITY PRIOR TO SUBMISSION OF DEVELOPMENT APPLICATIONS (“PRE-CONSULTATION”).

**WHEREAS**, sections 22 (3.1), 34 (10.0.1), 41 (3.1) and 51 (16.1) of the Planning Act, R.S.O 1991, c.P.12, as amended provide that a municipality may, by bylaw, require applicants to consult with the municipality prior to submission of development applications;

**AND WHEREAS**, the County of Wellington Official Plan provides policy direction for pre-consultation;

**NOW, THEREFORE**, be it resolved that the Township of Wellington North enacts as follows:

#### PART I - DEFINITIONS

1. For the purposes of this By-law:

"pre-consultation" means a meeting undertaken pursuant to this By-law satisfying the requirement as described in the Planning Act that applicants consult with the municipality prior to the submission of development applications as specified.

“pre-consult” means the act of meeting to satisfy the pre-consultation requirements of this By-law.

#### PART II - PRE-CONSULTATION REQUIREMENTS

2. Applicants shall pre-consult with the Township prior to submission of the following development applications in order to identify the information and materials necessary to the processing of an application:
  - a) Official Plan Amendment
  - b) Zoning By-law Amendment
  - c) Draft Plan of Subdivision
  - d) Draft Plan of Condominium
  - e) Site Plan
  - f) Other applications referenced by the Planning Act as may be determined by the Chief Building Official or designate based on the application’s complexity or relationship to the application types for which mandatory pre-consultation applies.

By-law No. XXX-23

A By-law to Require Pre-Consultation for Development Applications

3. The Chief Building Official or designate are authorized to:
  - a) conduct timely pre-consultation meetings; and
  - b) identify the information and materials necessary for processing each application:
    - i. to be provided at the time of submission and acceptance of a development application in order to deem the application complete under the Planning Act and the County of Wellington Official Plan; and,
    - ii. to be provided during the processing and review of a development application in cases where such information and materials cannot reasonably be provided at the time of the submission and acceptance of a development application.
  - c) identify and recommend other applications referenced by the Planning Act that, in the opinion of the Chief Building Official or designate require pre-consultation based on the application's complexity or relationship to the application types for which mandatory pre-consultation applies.

#### PART III - AUTHORITY

4. In the absence of a pre-consultation meeting and the submission of all required supporting information or materials, the Chief Building Official or designate may deem an application incomplete and refuse to accept the application.
5. The Chief Building Official or designate shall have the discretion to waive the requirement for a pre-consultation meeting or holding of a public consultation meeting as part of a mandatory pre-consultation process.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
THIS \_\_TH DAY OF \_\_\_\_\_, 2023**

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ANDREW LENNOX, MAYOR

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KARREN WALLACE, CLERK

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

### **BY-LAW NUMBER XXX-23**

#### **BEING A BY-LAW TO ESTABLISH SITE PLAN CONTROL WITHIN THE TOWNSHIP OF WELLINGTON NORTH AND TO REPEAL BY- LAW 027-15**

**WHEREAS**, Section 41 of the Planning Act, R.S.O. 2014, as amended, provides that the Council of a local municipality may, where in an Official Plan an area is shown or described as a proposed site plan control area, designate the whole or any part of such area as a site plan control area;

**AND WHEREAS** the County of Wellington Official Plan identifies the whole of the County of Wellington as a proposed site plan control area;

**AND WHEREAS** Council may designate the whole or any part of such area as a site plan control area and may define certain classes of development which may be undertaken without approval of plans under Section 31 (4) and Section 41 (5) of the Planning Act, R.S.O., 2014, as amended;

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

1. The entire Township of Wellington North is hereby designated as a site plan control area.
2. In this by-law, "development" means the construction, erection or placing of one or more buildings or structures on land or the making of substantially increasing the size or usability thereof, or the laying out and establishment of a commercial parking lot or of sites for the location of three or more mobile homes as defined in subsection 46 (1) of the Planning Act or of sites for the construction, erection or location of three or more land lease community homes as defined in subsection 46 (1) of the Planning Act.
3. Pursuant to Section 41 (13) (a) the following types of development are exempt from the requirements of Sections 41 (4) and (5) of the Planning Act, amended:
  - a. Single detached, semi-detached, duplex, triplex and three unit street townhouse dwellings, except to establish lot grading and drainage approval on lots where such requirement does not otherwise apply through the provisions of a subdivision

- development agreement, or to protect a feature of the Greenland system as identified in the County of Wellington Official Plan;
- b. Agricultural buildings and structures;
  - c. Agricultural uses, but not including farm related commercial or industrial uses;
  - d. Building and structures for flood control or conservation purposes;
  - e. Portable classrooms on a school site of a district school board.
4. That the Chief Building Official (CBO) is delegated as being the appointed officer for the Township to exercise Township Council's powers or authority under Section 41 (2) of the Planning Act to approve plans and drawings, to impose conditions and to require agreements.
  5. Any agreement entered into may be registered against the land to which it applies and the municipality is entitled to enforce the provisions thereof against the owner and, subject to the provision of the Registry Act and the Land Titles Act, any and all subsequent owners of the land.
  6. Every person who uses any lot, or erects or uses any building or structure or any part of any lot, building or structure in a manner contrary to any requirements of this by-law, or who causes or permits such use or erection, or who violates any provisions of this By-law or permits such a violation, shall be guilty of an offence, and upon conviction thereof, shall forfeit and pay a penalty pursuant to Section 67 of the Planning Act.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
THIS \_\_\_TH DAY \_\_\_\_\_ OF, 2023.**

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**ANDREW LENNOX, MAYOR**

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**KARREN WALLACE, CLERK**



## Staff Report

**To:** Mayor and Members of Council Meeting of December 19th, 2022  
**From:** Dale Small, Economic Development Officer  
**Subject:** EDO 2022-032 Seniors Centre of Excellence

### RECOMMENDATION

**THAT** Council of the Corporation of the Township of Wellington North receive the Economic Development Officer Report EDO 2022-032 being a report on the grant request from the Seniors Centre of Excellence;

**AND FURTHER THAT** Council provide direction to staff as it relates to the Seniors Centre of Excellence presentation to council on December 5<sup>th</sup> and request for \$10,000 in grant funding to support the **ACE** (*Active, Connected, Engaged*) **Coordinator** position.

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

September 13<sup>th</sup>, 2021, Helen Edwards; Seniors Centre of Excellence presentation to council  
 December 5<sup>th</sup>, 2022, Helen Edwards; Seniors Centre of Excellence presentation to council

### BACKGROUND

The Township of Wellington North values the significant role that not-for-profit and community organizations play in delivering events and projects that support our community. As a result, in 2016, council established the Grants & Donations Community Development Program Fund. This fund supports project and event-based initiatives, for not-for-profit organizations and community groups and encourages a prominent level of collaboration.

Applications to this fund are accepted throughout the year with a due date of March 31<sup>st</sup> each year. Applications include requests for rental fee waivers, Health Care Recruitment programs, as well as general donation requests. For the past number of years, the budgeted amount for grants & donations has been \$40,000. In 2022 this entire amount was granted along with an additional \$12,000 from the Covid-19 recovery reserve funds. Our expectation for 2023 is that council will have difficult decisions to make when we bring the requests for decision in April 2023 if it wishes to keep the budgeted amount at \$40,000.



While staff encourage groups to submit their requests through our Grants & Donations Community Development Program, occasionally, groups prefer to come direct to council with their requests. This was the case on December 5<sup>th</sup> when Helen Edwards, Kay Ayres, Sharon Rodgers, and Doris Cassan from the Seniors Centre of Excellence came to council with a request for \$10,000 to support the **ACE** (*Active, Connected, Engaged*) **Coordinator** position.

In September of 2021 the Seniors Centre came to council and asked for a similar donation and at that time council granted the funding using Covid relief/reserve funds.

No decision or direction to staff was made at the December 5<sup>th</sup> meeting. There are a variety of options available:

- Council could decline the request for funding.
- Council could approve the request and direct staff to budget \$10,000 in 2023 as a council-initiated project or from another reserve fund.
- Council could defer a decision and:
  - ask staff to bring the request back to council in April along with all the other Grants & Donations applications.
  - Council could also direct staff to work with the Seniors Centre of Excellence on an application to the Wellington North Community Fund, setup in 2020, and managed by the CW Community Foundation.

### FINANCIAL CONSIDERATIONS

\$52,000 in grant funding has been approved in 2022 using funding from the Grants & Donations Community Development fund and Covid-19 recovery reserve funds.

\$40,000 is included in the 2023 Grants & Donations Community Development Fund and these applications, which are still being collected, will be presented to council for approval in April 2023.

### ATTACHMENTS

None

### STRATEGIC PLAN 2019 – 2022

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

Yes

No

N/A

Which priority does this report support?

Modernization and Efficiency

Municipal Infrastructure

Partnerships

Alignment and Integration

**Prepared By:** Dale Small, Economic Development Office *Dale Small*

**Recommended By:** Brooke Lambert, Chief Administrative Officer *Brooke Lambert*

12/09/22

**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> |
|----------------------|--------------------------------|--------------------|---------------|
| 78820                | Abell Pest Control Inc         | 11/29/22           | \$66.92       |
| 78821                | Arthur Optimist Club           | 11/29/22           | \$363.84      |
| 78822                | Arthur Foodland                | 11/29/22           | \$7,170.94    |
| 78823                |                                | 11/29/22           | \$1,900.00    |
| 78824                | Bluewater Fire & Security      | 11/29/22           | \$480.25      |
| 78825                | Cedar Creek Tools Ltd          | 11/29/22           | \$578.49      |
| 78826                | Dingwall Investments Inc.      | 11/29/22           | \$4,300.00    |
| 78827                | Duncan, Linton LLP, Lawyers    | 11/29/22           | \$3,086.07    |
| 78828                | Hidden Acre Farms              | 11/29/22           | \$1,500.00    |
| 78829                | Manulife Financial             | 11/29/22           | \$32,382.61   |
| 78830                |                                | 11/29/22           | \$1,900.00    |
| 78831                | Mount Forest Foodland          | 11/29/22           | \$115.46      |
| 78832                | PlayPower LT Canada, Inc.      | 11/29/22           | \$4,420.56    |
| 78833                | T.Hamilton & Son Roofing Inc   | 11/29/22           | \$25,984.36   |
| 78834                | TLM Homes Inc.                 | 11/29/22           | \$4,300.00    |
| 78835                | Twp of Wellington North        | 11/29/22           | \$987.86      |
| EFT0004376           | ALS Canada Ltd.                | 11/29/22           | \$146.90      |
| EFT0004377           | ALS Laboratory Group           | 11/29/22           | \$7,068.16    |
| EFT0004378           | ARTHUR BIA                     | 11/29/22           | \$9,975.00    |
| EFT0004379           | Arthur Home Hardware Building  | 11/29/22           | \$18.06       |
| EFT0004380           |                                | 11/29/22           | \$72.72       |
| EFT0004381           | B M Ross and Associates        | 11/29/22           | \$11,349.75   |
| EFT0004382           | Brandt Cambridge               | 11/29/22           | \$563,361.50  |
| EFT0004383           | Canada's Finest Coffee         | 11/29/22           | \$90.80       |
| EFT0004384           | CARQUEST Arthur Inc.           | 11/29/22           | \$19.48       |
| EFT0004385           | Croskill Overhead Doors Ltd.   | 11/29/22           | \$141.25      |
| EFT0004386           | County of Wellington           | 11/29/22           | \$2,808.80    |
| EFT0004387           | Evoqua Water Technologies      | 11/29/22           | \$7,635.79    |
| EFT0004388           |                                | 11/29/22           | \$1,900.00    |
| EFT0004389           | FOSTER SERVICES/822498 ONT INC | 11/29/22           | \$813.60      |
| EFT0004390           |                                | 11/29/22           | \$13.00       |
| EFT0004391           | Harold Jones Enterprises       | 11/29/22           | \$1,141.46    |
| EFT0004392           | Helm MSP Inc.                  | 11/29/22           | \$90.34       |
| EFT0004393           | Hort Manufacturing (1986) Ltd. | 11/29/22           | \$1,630.46    |
| EFT0004394           | Ideal Supply Inc.              | 11/29/22           | \$104.50      |
| EFT0004395           | Industrial Alliance Insurance  | 11/29/22           | \$168.34      |
| EFT0004396           | Kraemer LLP                    | 11/29/22           | \$8,505.20    |
| EFT0004397           | K Smart Associates Limited     | 11/29/22           | \$5,662.26    |
| EFT0004398           | Mt Forest Business Improvement | 11/29/22           | \$32,548.94   |
| EFT0004399           | Midwest Co-operative Services  | 11/29/22           | \$633.43      |

| <b>Cheque Number</b> | <b>Vendor Cheque Name</b>      | <b>Cheque Date</b> | <b>Amount</b> |
|----------------------|--------------------------------|--------------------|---------------|
| EFT0004400           | Officer's Auto Care Inc.       | 11/29/22           | \$643.02      |
| EFT0004401           | Paul Davis of Guelph Wellinto  | 11/29/22           | \$3,741.80    |
| EFT0004402           | Print One                      | 11/29/22           | \$898.35      |
| EFT0004403           | Pryde Truck Service Ltd.       | 11/29/22           | \$11,263.42   |
| EFT0004404           | Rural Routes Pest Control Inc. | 11/29/22           | \$90.68       |
| EFT0004405           | Schoolhouse Products Inc.      | 11/29/22           | \$5,633.05    |
| EFT0004406           | Shred All Ltd.                 | 11/29/22           | \$593.25      |
| EFT0004407           | Suncor Energy Inc.             | 11/29/22           | \$9,186.83    |
| EFT0004408           | Triton Engineering Services    | 11/29/22           | \$42,807.62   |
| EFT0004409           | Wellington Advertiser          | 11/29/22           | \$612.37      |
| EFT0004410           | Wellington North Power         | 11/29/22           | \$69,073.82   |
| EFT0004411           | Young's Home Hardware Bldg Cen | 11/29/22           | \$106.30      |
| 78836                | Ace Industrial Supply, Inc.    | 12/07/22           | \$749.00      |
| 78837                | Arthur and District Chamber of | 12/07/22           | \$150.67      |
| 78838                | Arthur Foodland                | 12/07/22           | \$189.51      |
| 78839                | Jacob Cabral                   | 12/07/22           | \$503.71      |
| 78840                | Canadian Tire #066             | 12/07/22           | \$33.88       |
| 78841                | CFRS Inc.                      | 12/07/22           | \$1,695.00    |
| 78842                | Chalmers Fuels Inc             | 12/07/22           | \$4,502.39    |
| 78843                | Champion Industrial Equipment  | 12/07/22           | \$256.96      |
| 78844                | Cotton's Auto Care Centre      | 12/07/22           | \$655.40      |
| 78845                | Hydro One Networks Inc.        | 12/07/22           | \$3,287.04    |
| 78846                | IBI Group Professional Service | 12/07/22           | \$1,966.20    |
| 78847                | J.T. Excavating Ltd.           | 12/07/22           | \$5,650.00    |
| 78848                | Jaguar Media Inc               | 12/07/22           | \$1,017.00    |
| 78849                | Lloyd & Irene Martin           | 12/07/22           | \$734.50      |
| 78850                | Mount Forest Foodland          | 12/07/22           | \$44.99       |
| 78851                | Peavey Mart                    | 12/07/22           | \$225.98      |
| 78852                | Premier Equipment Ltd.         | 12/07/22           | \$1,258.47    |
| 78853                | Rendall-Rawn Holdings Ltd.     | 12/07/22           | \$3,678.68    |
| 78854                | Linda Saunders                 | 12/07/22           | \$1,355.00    |
| 78855                |                                | 12/07/22           | \$598.62      |
| 78856                | Enbridge Gas Inc.              | 12/07/22           | \$2,738.47    |
| 78857                | UnitedCloud Inc.               | 12/07/22           | \$465.20      |
| 78858                | Wellington Catholic Dist Sch B | 12/07/22           | \$137,275.64  |
| 78859                | Wightman Telecom Ltd.          | 12/07/22           | \$135.42      |
| EFT0004412           | Agrisan SC Pharma              | 12/07/22           | \$6,973.42    |
| EFT0004413           | A J Stone Company Ltd.         | 12/07/22           | \$3,847.63    |
| EFT0004414           | Assoc Mun Mgrs, Clerks & Treas | 12/07/22           | \$483.64      |
| EFT0004415           | Arthur Home Hardware Building  | 12/07/22           | \$324.07      |
| EFT0004416           | B M Ross and Associates        | 12/07/22           | \$3,534.09    |
| EFT0004417           | CARQUEST Arthur Inc.           | 12/07/22           | \$359.56      |
| EFT0004418           | Cedar Signs                    | 12/07/22           | \$340.99      |
| EFT0004419           | Clark Bros Contracting         | 12/07/22           | \$3,219.89    |
| EFT0004420           | C-Max Fire Solutions           | 12/07/22           | \$3,847.25    |
| EFT0004421           | CMT Engineering Inc.           | 12/07/22           | \$10,186.95   |

| <b>Cheque Number</b> | <b>Vendor Cheque Name</b>      | <b>Cheque Date</b> | <b>Amount</b>  |
|----------------------|--------------------------------|--------------------|----------------|
| EFT0004422           | Conseil scolaire catholique Mo | 12/07/22           | \$3,595.73     |
| EFT0004423           | Corporate Express Canada Inc.  | 12/07/22           | \$854.27       |
| EFT0004424           | County of Wellington           | 12/07/22           | \$2,743,925.40 |
| EFT0004425           | Steve Cudney                   | 12/07/22           | \$150.00       |
| EFT0004426           | Decker's Tire Service          | 12/07/22           | \$456.52       |
| EFT0004427           | Dewar Services                 | 12/07/22           | \$460.27       |
| EFT0004428           | Central Square Canada Software | 12/07/22           | \$18,009.22    |
| EFT0004429           | Evoqua Water Technologies      | 12/07/22           | \$499.77       |
| EFT0004430           | Fire Marshal's Public Fire Saf | 12/07/22           | \$576.01       |
| EFT0004431           | FOXTON FUELS LIMITED           | 12/07/22           | \$343.30       |
| EFT0004432           |                                | 12/07/22           | \$124.78       |
| EFT0004433           |                                | 12/07/22           | \$147.29       |
| EFT0004434           | Harold Jones Enterprises       | 12/07/22           | \$175.79       |
| EFT0004435           | Helm MSP Inc.                  | 12/07/22           | \$16.94        |
| EFT0004436           | Hort Manufacturing (1986) Ltd. | 12/07/22           | \$6.78         |
| EFT0004437           | Ideal Supply Inc.              | 12/07/22           | \$140.94       |
| EFT0004438           | Innovative Access Technologies | 12/07/22           | \$237.30       |
| EFT0004439           | K Smart Associates Limited     | 12/07/22           | \$1,889.81     |
| EFT0004440           | Conseil Scolaire Viamonde      | 12/07/22           | \$4,050.57     |
| EFT0004441           | Maple Lane Farm Service Inc.   | 12/07/22           | \$331.89       |
| EFT0004442           |                                | 12/07/22           | \$733.19       |
| EFT0004443           |                                | 12/07/22           | \$609.89       |
| EFT0004444           | Midwest Co-operative Services  | 12/07/22           | \$16.26        |
| EFT0004445           | PACKET WORKS                   | 12/07/22           | \$169.50       |
| EFT0004446           | PETRO-CANADA                   | 12/07/22           | \$3,921.52     |
| EFT0004447           | R&R Pet Paradise               | 12/07/22           | \$2,263.72     |
| EFT0004448           | Reeves Construction Ltd        | 12/07/22           | \$22,190.47    |
| EFT0004449           | R. J. Burnside & Assoc. Ltd.   | 12/07/22           | \$4,033.47     |
| EFT0004450           | ROBERTS FARM EQUIPMENT         | 12/07/22           | \$5,882.58     |
| EFT0004451           | Shred All Ltd.                 | 12/07/22           | \$90.40        |
| EFT0004452           | Suncor Energy Inc.             | 12/07/22           | \$4,007.21     |
| EFT0004453           | Teviotdale Truck Service & Rep | 12/07/22           | \$161.03       |
| EFT0004454           | Triton Engineering Services    | 12/07/22           | \$2,978.91     |
| EFT0004455           | Upper Grand Dist School Board  | 12/07/22           | \$782,889.62   |
| EFT0004456           |                                | 12/07/22           | \$518.30       |
| EFT0004457           | Work Equipment Ltd.            | 12/07/22           | \$337.45       |
| EFT0004458           | Young's Home Hardware Bldg Cen | 12/07/22           | \$35.09        |

**Total Amount of Cheques:**

**\$4,699,204.02**



## WELLINGTON NORTH

SEMPER PORRO

# Staff Report

**To:** Mayor and Members of Council  
Meeting of December 19, 2022

**From:** Farhad Hossain, Director of Finance/Treasurer

**Subject:** Report TR 2022-06 Impact of Bill 23/More Homes Built Faster Act, 2022 on township's Development Charge rates and reserves

### RECOMMENDATION

**THAT** Council of the Corporation of the Township of Wellington North receive Report TR2022-06 being a report on Bill 23' (More Homes Built Faster Act, 2022) impact on Township's Development Charges rates and reserves.

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

Report CAO 2022-005 More Homes Built Faster Act, 2022 (Bill 23) Update

### BACKGROUND

The purpose of this report is to inform council on Development Charges (DC) related revenue and expense implications of the Bill 23/ More Homes Built Faster Act, 2022.

Bill 23 was proposed on October 25, 2022 and received Royal Assent on November 28, 2022. The final version of the bill introduced a revised cut-off date on Development Charges (DC) phasing for the municipalities, DC by-law passed on or after January 1, 2022. The initial cut-off date was June 1, 2022. Township's by-laws 027-22 (BY-LAW FOR THE IMPOSITION OF DEVELOPMENT CHARGES) were enacted on February 22, 2022, with an effective date of April 1, 2022. Consequently, the township needs to phase-in its development charges over five years.

Another key DC related changes is the spending of specific municipal services related DC Reserves. Starting from 2023 and each calendar year thereafter, the township is required to spend or allocate at least 60% of the reserve fund related to water, wastewater, and roads.

**Development Charge Rates:** The act requires the township to phase in its development charges over five years by reducing its maximum allowable DC charges to 80% in first year, 85% in second year, 90% in third year, 95% in fourth year, and 100% in fifth year.

Township's by-law covers the period between April 1, 2022, and March 31, 2027. Because the calendar year and by-law year are different, we will have two phase-in periods each calendar year. The following are the revised DC Rates based on our interpretation of the bill.

**Step 1 Rate – Remainder of 2022:**

Effective November 28, 2022 – December 31, 2022

Cap at 80% of the original rate (in effect from April 1, 2022)

| Effective Nov 28, 2022 to December 31, 2022 |                               |                           |                                   |                     |  |  |   |                    |
|---|-------------------------------|---------------------------|-----------------------------------|---------------------|--|--|---|--------------------|
| Service                                     | RESIDENTIAL                   |                           |                                   |                     | NON-RESIDENTIAL  |  |   |                    |
|   | Single/Semi-Detached Dwelling | Apartments - 2 Bedrooms + | Apartments-Bachelor and 1 bedroom | Other Multiples     | Commercial/Institutional (per ft <sup>2</sup> of Gross Floor Area) | Industrial   |   | Wind Turbine       |
|   |                               |                           |                                   |                     |  | Industrial (per ft <sup>2</sup> of Gross Floor Area) | Warehouse (per ft <sup>2</sup> of Gross Floor Area) |                    |
| <b>Municipal Wide Services</b>              |                               |                           |                                   |                     |  |  |   |                    |
| Administration - Studies                    | \$ 70.22                      | \$ 45.57                  | \$ 33.24                          | \$ 55.47            | \$ 0.02  | \$ 0.02  | \$ 0.01   | \$ 70.22           |
| Parks Services                              | \$ 504.09                     | \$ 327.10                 | \$ 238.61                         | \$ 398.21           | \$ 0.02  | \$ 0.02  | \$ 0.01   | \$ 504.09          |
| Recreation Services                         | \$ 1,245.85                   | \$ 808.43                 | \$ 589.73                         | \$ 984.18           | \$ 0.06  | \$ 0.03  | \$ 0.02   | \$ 1,245.85        |
| By-Law Enforcement                          | \$ 1.08                       | \$ 0.70                   | \$ 0.51                           | \$ 0.86             | \$ -   | \$ -   | \$ -  | \$ 1.08            |
| Fire Protection Services                    | \$ 69.45                      | \$ 45.06                  | \$ 32.87                          | \$ 54.86            | \$ 0.02  | \$ 0.02  | \$ 0.01   | \$ 69.45           |
| Roads and Related                           | \$ 1,822.06                   | \$ 1,182.34               | \$ 862.48                         | \$ 1,439.37         | \$ 0.89  | \$ 0.44  | \$ 0.22   | \$ 1,822.06        |
| <b>Total Municipal Wide Services</b>        | <b>\$ 3,712.75</b>            | <b>\$ 2,409.20</b>        | <b>\$ 1,757.44</b>                | <b>\$ 2,932.95</b>  | <b>\$ 1.01</b>   | <b>\$ 0.53</b>                                       | <b>\$ 0.27</b>                                      | <b>\$ 3,712.75</b> |
| <b>Urban Services</b>                       |                               |                           |                                   |                     |  |  |   |                    |
| Wastewater Services                         | \$ 8,939.94                   | \$ 5,801.15               | \$ 4,231.76                       | \$ 7,062.28         | \$ 3.50  | \$ 1.75  | \$ 0.87   | \$ -               |
| Water Services                              | \$ 2,888.12                   | \$ 1,874.10               | \$ 1,367.10                       | \$ 2,281.52         | \$ 1.13  | \$ 0.57  | \$ 0.28   | \$ -               |
| <b>Total Urban Services</b>                 | <b>\$ 11,828.06</b>           | <b>\$ 7,675.25</b>        | <b>\$ 5,598.86</b>                | <b>\$ 9,343.80</b>  | <b>\$ 4.63</b>   | <b>\$ 2.32</b>                                       | <b>\$ 1.15</b>                                      | <b>\$ -</b>        |
| <b>GRAND TOTAL RURAL AREA</b>               | <b>\$ 3,712.75</b>            | <b>\$ 2,409.20</b>        | <b>\$ 1,757.44</b>                | <b>\$ 2,932.95</b>  | <b>\$ 1.01</b>   | <b>\$ 0.53</b>                                       | <b>\$ 0.27</b>                                      | <b>\$ 3,712.75</b> |
| <b>GRAND TOTAL URBAN AREA</b>               | <b>\$ 15,540.81</b>           | <b>\$ 10,084.45</b>       | <b>\$ 7,356.30</b>                | <b>\$ 12,276.75</b> | <b>\$ 5.64</b>   | <b>\$ 2.85</b>                                       | <b>\$ 1.42</b>                                      | <b>\$ 3,712.75</b> |

Table 1: Development Charge Rates for November 28, 2022 – December 31, 2022

**Step 2 Rate – Till March 2023:**

Effective January 1 to March 31, 2023, Cap 80% of indexed rates,

The 12-month (Q3, 2022) change in Non-Residential Construction Price Statistics is 15.6%.

| Effective January 1 to March 31, 2023 |                               |                           |                                   |                     |  |  |   |                    |
|---------------------------------------|-------------------------------|---------------------------|-----------------------------------|---------------------|--|--|---|--------------------|
| Service                               | RESIDENTIAL                   |                           |                                   |                     | NON-RESIDENTIAL  |  |   |                    |
|                                       | Single/Semi-Detached Dwelling | Apartments - 2 Bedrooms + | Apartments-Bachelor and 1 bedroom | Other Multiples     | Commercial/Institutional (per ft <sup>2</sup> of Gross Floor Area) | Industrial   |   | Wind Turbine       |
|                                       |                               |                           |                                   |                     |  | Industrial (per ft <sup>2</sup> of Gross Floor Area) | Warehouse (per ft <sup>2</sup> of Gross Floor Area) |                    |
| <b>Municipal Wide Services</b>        |                               |                           |                                   |                     |  |  |   |                    |
| Administration - Studies              | \$ 81.17                      | \$ 52.68                  | \$ 38.42                          | \$ 64.13            | \$ 0.02  | \$ 0.02  | \$ 0.01   | \$ 81.17           |
| Parks Services                        | \$ 582.73                     | \$ 378.14                 | \$ 275.83                         | \$ 460.33           | \$ 0.02  | \$ 0.02  | \$ 0.01   | \$ 582.73          |
| Recreation Services                   | \$ 1,440.20                   | \$ 934.54                 | \$ 681.73                         | \$ 1,137.72         | \$ 0.07  | \$ 0.04  | \$ 0.02   | \$ 1,440.20        |
| By-Law Enforcement                    | \$ 1.25                       | \$ 0.82                   | \$ 0.59                           | \$ 0.99             | \$ -   | \$ -   | \$ -  | \$ 1.25            |
| Fire Protection Services              | \$ 80.28                      | \$ 52.10                  | \$ 38.00                          | \$ 63.42            | \$ 0.02  | \$ 0.02  | \$ 0.01   | \$ 80.28           |
| Roads and Related                     | \$ 2,106.30                   | \$ 1,366.79               | \$ 997.02                         | \$ 1,663.91         | \$ 1.02  | \$ 0.51  | \$ 0.26   | \$ 2,106.30        |
| <b>Total Municipal Wide Services</b>  | <b>\$ 4,291.93</b>            | <b>\$ 2,785.07</b>        | <b>\$ 2,031.59</b>                | <b>\$ 3,390.50</b>  | <b>\$ 1.15</b>   | <b>\$ 0.61</b>                                       | <b>\$ 0.31</b>                                      | <b>\$ 4,291.93</b> |
| <b>Urban Services</b>                 |                               |                           |                                   |                     |  |  |   |                    |
| Wastewater Services                   | \$ 10,334.58                  | \$ 6,706.13               | \$ 4,891.91                       | \$ 8,163.99         | \$ 4.04  | \$ 2.02  | \$ 1.01   | \$ -               |
| Water Services                        | \$ 3,338.66                   | \$ 2,166.46               | \$ 1,580.38                       | \$ 2,637.44         | \$ 1.30  | \$ 0.66  | \$ 0.32   | \$ -               |
| <b>Total Urban Services</b>           | <b>\$ 13,673.24</b>           | <b>\$ 8,872.59</b>        | <b>\$ 6,472.29</b>                | <b>\$ 10,801.43</b> | <b>\$ 5.34</b>   | <b>\$ 2.68</b>                                       | <b>\$ 1.33</b>                                      | <b>\$ -</b>        |
| <b>GRAND TOTAL RURAL AREA</b>         | <b>\$ 4,291.93</b>            | <b>\$ 2,785.07</b>        | <b>\$ 2,031.59</b>                | <b>\$ 3,390.50</b>  | <b>\$ 1.15</b>   | <b>\$ 0.61</b>                                       | <b>\$ 0.31</b>                                      | <b>\$ 4,291.93</b> |
| <b>GRAND TOTAL URBAN AREA</b>         | <b>\$ 17,965.17</b>           | <b>\$ 11,657.66</b>       | <b>\$ 8,503.88</b>                | <b>\$ 14,191.93</b> | <b>\$ 6.49</b>   | <b>\$ 3.29</b>                                       | <b>\$ 1.64</b>                                      | <b>\$ 4,291.93</b> |

Table 2: Development Charge Rates for January 1 to March 31, 2023

**Step 3 Rate – Till December 2023:**

Effective April 1, 2023 – December 31, 2023; Cap 85% of indexed rates

| Effective April 1, 2023 to December 31, 2023 |                               |                           |                                   |                     |  |  |   |                    |
|--|-------------------------------|---------------------------|-----------------------------------|---------------------|--|--|---|--------------------|
| Service                                      | RESIDENTIAL                   |                           |                                   |                     | NON-RESIDENTIAL  |  |   |                    |
|  | Single/Semi-Detached Dwelling | Apartments - 2 Bedrooms + | Apartments-Bachelor and 1 bedroom | Other Multiples     | Commercial/Institutional (per ft <sup>2</sup> of Gross Floor Area) | Industrial (per ft <sup>2</sup> of Gross Floor Area) | Warehouse (per ft <sup>2</sup> of Gross Floor Area) | Wind Turbine       |
| <b>Municipal Wide Services</b>               |                               |                           |                                   |                     |  |  |   |                    |
| Administration - Studies                     | \$ 86.24                      | \$ 55.97                  | \$ 40.83                          | \$ 68.14            | \$ 0.03  | \$ 0.02  | \$ 0.01   | \$ 86.24           |
| Parks Services                               | \$ 619.15                     | \$ 401.77                 | \$ 293.07                         | \$ 489.10           | \$ 0.03  | \$ 0.02  | \$ 0.01   | \$ 619.15          |
| Recreation Services                          | \$ 1,530.21                   | \$ 992.95                 | \$ 724.34                         | \$ 1,208.83         | \$ 0.08  | \$ 0.04  | \$ 0.02   | \$ 1,530.21        |
| By-Law Enforcement                           | \$ 1.33                       | \$ 0.87                   | \$ 0.63                           | \$ 1.05             | \$ -   | \$ -   | \$ -  | \$ 1.33            |
| Fire Protection Services                     | \$ 85.30                      | \$ 55.35                  | \$ 40.38                          | \$ 67.39            | \$ 0.03  | \$ 0.02  | \$ 0.01   | \$ 85.30           |
| Roads and Related                            | \$ 2,237.95                   | \$ 1,452.22               | \$ 1,059.34                       | \$ 1,767.91         | \$ 1.09  | \$ 0.54  | \$ 0.27   | \$ 2,237.95        |
| <b>Total Municipal Wide Services</b>         | <b>\$ 4,560.18</b>            | <b>\$ 2,959.13</b>        | <b>\$ 2,158.59</b>                | <b>\$ 3,602.42</b>  | <b>\$ 1.26</b>   | <b>\$ 0.64</b>                                       | <b>\$ 0.32</b>                                      | <b>\$ 4,560.18</b> |
| <b>Urban Services</b>                        |                               |                           |                                   |                     |  |  |   |                    |
| Wastewater Services                          | \$ 10,980.49                  | \$ 7,125.26               | \$ 5,197.66                       | \$ 8,674.24         | \$ 4.29  | \$ 2.15  | \$ 1.07   | \$ -               |
| Water Services                               | \$ 3,547.33                   | \$ 2,301.87               | \$ 1,679.15                       | \$ 2,802.28         | \$ 1.39  | \$ 0.70  | \$ 0.34   | \$ -               |
| <b>Total Urban Services</b>                  | <b>\$ 14,527.82</b>           | <b>\$ 9,427.13</b>        | <b>\$ 6,876.81</b>                | <b>\$ 11,476.52</b> | <b>\$ 5.68</b>   | <b>\$ 2.85</b>                                       | <b>\$ 1.41</b>                                      | <b>\$ -</b>        |
| <b>GRAND TOTAL RURAL AREA</b>                | <b>\$ 4,560.18</b>            | <b>\$ 2,959.13</b>        | <b>\$ 2,158.59</b>                | <b>\$ 3,602.42</b>  | <b>\$ 1.26</b>   | <b>\$ 0.64</b>                                       | <b>\$ 0.32</b>                                      | <b>\$ 4,560.18</b> |
| <b>GRAND TOTAL URBAN AREA</b>                | <b>\$ 19,088.00</b>           | <b>\$ 12,386.26</b>       | <b>\$ 9,035.40</b>                | <b>\$ 15,078.94</b> | <b>\$ 6.94</b>   | <b>\$ 3.49</b>                                       | <b>\$ 1.73</b>                                      | <b>\$ 4,560.18</b> |

Table 3: Development Charge Rates for April 1, 2023 – December 31, 2023

**DC Reserves:** Water, Sewer, and Roads are identified as the priority services in the bill. For the purposes of determining 60% of the reserve fund, the bill prescribed to use the balance of the reserve fund at the beginning of the year. Consequently, the bill requires the township to spend/allocate its DC Reserve between 12 and 24 months of collection. As of December 5<sup>th</sup>, before adjusting for 2022 spending, the township has a reserve balance of \$3.8 million and \$2.3 million needs to be spent or allocated in 2023. The following table shows the break-down of the DC reserves by priority services.

**Township of Wellington North**  
**TRIAL BALANCE SUMMARY FOR PRIORITY DC Reserve**  
**General Ledger as of December 5, 2022**

| Description                      | Beginning Balance      | Addition               | 2022 Allocation    | Ending Balance         | 60%                    |
|----------------------------------|------------------------|------------------------|--------------------|------------------------|------------------------|
| Development Charges - Sewers     | -\$1,607,102.35        | -\$1,026,178.31        | \$12,600.00        | -\$2,620,680.66        | -\$1,572,408.40        |
| Development Charges - Waterworks | -\$424,670.38          | -\$369,794.54          | \$0.00             | -\$794,464.92          | -\$476,678.95          |
| Development Charges - Roads      | -\$339,464.79          | -\$201,886.02          | \$66,300.00        | -\$475,050.81          | -\$285,030.49          |
|                                  | <b>-\$2,371,237.52</b> | <b>-\$1,597,858.87</b> | <b>\$78,900.00</b> | <b>-\$3,890,196.39</b> | <b>-\$2,334,117.83</b> |

Table 4: Development Charge reserve balance for priority services

**FINANCIAL CONSIDERATIONS**

Bill 23 has immediate and long-term financial implications and requires a comprehensive study to quantify all the provisions of the bill. Phasing of the DC rates impact the township's coffers immediately. The following table (table 5) shows per unit development charges revenue loss in 2023 due to Bill 23. For example, before Bill 23 implication, 2023 development charges for a



single detached dwelling is \$22,456.46 and Bill 23 reduce it to \$18,807.29; a revenue loss of \$3,649.17.

The township issued 239 permits per year on average in the last 10 years. If we assume the township will issue 200 single detached dwelling building permits in 2023, the potential revenue loss will be \$729,834 in 2023. The table below shows per unit revenue loss due to capping.

| Service                          | RESIDENTIAL                   |                           |                                   |                    | NON-RESIDENTIAL  |  |   |                  |
|----------------------------------|-------------------------------|---------------------------|-----------------------------------|--------------------|--|--|---|------------------|
|                                  | Single/Semi-Detached Dwelling | Apartments - 2 Bedrooms + | Apartments-Bachelor and 1 bedroom | Other Multiples    | Commercial/Institutional (per ft <sup>2</sup> of Gross Floor Area) | Industrial   |   | Wind Turbine     |
|                                  |                               |                           |                                   |                    |  | Industrial (per ft <sup>2</sup> of Gross Floor Area) | Warehouse (per ft <sup>2</sup> of Gross Floor Area) |                  |
| <b>URBAN AREA IMPACT</b>         |                               |                           |                                   |                    |  |  |   |                  |
| 2023 Rates before Bill 23        | \$ 22,456.46                  | \$ 14,572.07              | \$ 10,629.86                      | \$ 17,739.92       | \$ 8.14  | \$ 4.10  | \$ 2.03   | \$ 5,364.91      |
| 2023 Average Rates after Bill 23 | \$ 18,807.29                  | \$ 12,204.11              | \$ 8,902.52                       | \$ 14,857.19       | \$ 6.83  | \$ 3.44  | \$ 1.71   | \$ 4,493.12      |
| <b>DC Revenue loss per unit</b>  | <b>\$ 3,649.17</b>            | <b>\$ 2,367.96</b>        | <b>\$ 1,727.34</b>                | <b>\$ 2,882.73</b> | <b>\$ 1.31</b>   | <b>\$ 0.66</b>                                       | <b>\$ 0.32</b>                                      | <b>\$ 871.79</b> |
| <b>RURAL AREA IMPACT</b>         |                               |                           |                                   |                    |  |  |   |                  |
| 2023 Rates before Bill 23        | \$ 5,364.91                   | \$ 3,481.33               | \$ 2,539.50                       | \$ 4,238.13        | \$ 1.46  | \$ 0.75  | \$ 0.37   | \$ 5,364.91      |
| 2023 Average Rates after Bill 23 | \$ 4,493.12                   | \$ 2,915.62               | \$ 2,126.84                       | \$ 3,549.44        | \$ 1.23  | \$ 0.63  | \$ 0.32   | \$ 4,493.12      |
| <b>DC Revenue loss per unit</b>  | <b>\$ 871.79</b>              | <b>\$ 565.72</b>          | <b>\$ 412.66</b>                  | <b>\$ 688.69</b>   | <b>\$ 0.23</b>   | <b>\$ 0.12</b>                                       | <b>\$ 0.05</b>                                      | <b>\$ 871.79</b> |

Table 5: Per unit Development Charge revenue loss in 2023 on time weighted average basis

## ATTACHMENTS

## 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>    | Farhad Hossain, Director of Finance          | <i>Farhad Hossain</i> |
| <b>Recommended By:</b> | Brooke Lambert, Chief Administrative Officer | <i>Brooke Lambert</i> |



## WELLINGTON NORTH

SEMPER PORRO

# Staff Report

**To:** Mayor and Members of Council meeting of December 19, 2022

**From:** Brooke Lambert, Chief Administrative Officer

**Subject:** CAO 2022-007 Service Level Agreement with Wellington North Power Inc for the Provision of Water and Sewer Billing and Collection Services.

### RECOMMENDATION

**THAT** Council of the Corporation of the Township of Wellington North receive Report CAO 2022-007 being a report Service Level Agreement with Wellington North Power Inc for the Provision of Water and Sewer Billing and Collection Services.

**AND FURTHER THAT** Council authorizes the Mayor and Clerk to sign the by-law to enter into a Service Level Agreement with Wellington North Power Inc. for the provision of Water and Sewer Billing and Collection Services;

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

CAO 2017-001 being a report Service Level Agreement with Wellington North Power Inc for the Provision of Water and Sewer Billing and Collection Services.

CAO 2016-015 CAO 2016-015 being a report on the provision of Water/Sewer Billing and Collection Services for the Township of Wellington North.

### BACKGROUND

Wellington North Power has provided the service of billing and collection of water and sewer users fees for the Township in concert with their hydro billings for years. It wasn't until 2017 that the arrangement became formalized by an agreement.

There have been 3 agreements since then for the following terms:

2016-2018  
2018-2020  
2020-2022

Accordingly, the agreement with WNP needs to be renewed.

|                                 |
|---------------------------------|
| <b>FINANCIAL CONSIDERATIONS</b> |
|---------------------------------|

Currently, we pay \$1.25 per customer per month. The contract proposes a 3.2% increase in 2023 and a 1.55% increase in 2024. The new rate is \$1.29 per customer account per month for 2023 and \$1.31 for 2024.

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

Agreement with Wellington North Power attached in this agenda as By-law 130-22

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

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

Yes
                 
  No
                 
  N/A

Which priority does this report support?

Modernization and Efficiency
                 
  Partnerships  
 Municipal Infrastructure
                 
  Alignment and Integration

|   |   |                       |
|---|---|-----------------------|
| <b>Prepared &amp;<br/>Recommended By:</b> | Brooke Lambert, Chief Administration<br>Officer | <i>Brooke Lambert</i> |
|---|---|-----------------------|



## Staff Report

**To:** Mayor and Members of Council meeting of December 19, 2022  
**From:** Brooke Lambert, Chief Administrative Officer  
**Subject:** CAO 2022-009 Proposed Strategic Planning Process (2022-2026)

### RECOMMENDATION

**THAT** Council of the Corporation of the Township of Wellington North receive for information Report CAO 2022-009 being the proposed strategic planning process (2022-2026) term of Council.

**AND THAT** Council approve a budget of \$40,000 for the 2022-2026 Strategic Plan to be included in the 2023 Budget Process, including the procurement of consultant resources as needed.

**AND FURTHER THAT** Council endorse staff to conduct a Township of Wellington North Community Satisfaction Survey as part of the strategic planning process in early 2023.

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

- August 12, 2019 Report CAO 2019-005 being an update report on Councils Strategic Priorities
- May 27, 2019 CAO 2019-003 being a report on Council Strategic Priorities: 2018-2022 and recommended actions outlined
- January 8, 2018 Report CAO 2018-002 being a report on the Strategic Plan 2018
- December 18, 2017 Report CAO 2017-027 Strategic Plan Status Update
- June 6, 2016 Report CAO 2016-014 Strategic Plan Status Update
- January 11, 2016-Report CAO 2016-003/CLK 2016-001 Strategic Plan-Committee Structure Alignment
- December 21, 2015-CAO 2015-034 Being An Update On The Township Strategic Plan
- July 13, 2015-CAO 2015-18 Report to Council-Strategic Planning-Council Approval
- May 11, 2015-CAO 2015-12 Report to Council-Strategic Planning

## BACKGROUND

Over the past several terms of Council, the Township of Wellington North has been developing its strategic planning framework. In 2019, the latest iteration of the plan was approved and focused on four priority areas:

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

The municipality also undertook several partnerships that provided valuable information on how to further modernize and leverage municipal services either within the organization or across municipal boundaries. This included the County Wide Service Review and 20 by 20 Opportunity Report (2019), the IT Service Delivery Review (2020), the By-Law and Property Standards Shared Service Agreement with Guelph, and the Fire Services Shared Service Agreement with Minto.

While there have been several projects resulting from past strategic planning processes, there is an opportunity to explore how all our collective contributions work together to accomplish key priorities and make the Township a better place for everyone.

The strategic plan is a tool that can help connect the community's vision and goals with the Townships mission and actions. Further the process can help tie together new and existing initiatives, creating a more comprehensive work plan for Council and the organization. Consultation with the community is an important part of this discussion and provides a valuable perspective on where resources should be focused to create the most value for the public.

### **2022-2023 Strategic Planning Process**

As part of the direction setting for this new term of Council, Staff are recommending undertaking a strategic planning process that will allow for engagement amongst all the key stakeholder groups – Council, the community and staff. The details of the proposed process are outlined in detail in Attachment 1- Strategic Plan Project Scope.

The process has been organized into two phases:

Phase 1 – Where have we been?

This phase will include an environmental scan and review of the foundational elements that will inform the next plan. It will include both an introduction to Council and to staff, as well as the formation of the necessary team components (Steering Committee and staff project Team).

It is anticipated that this phase will take place from Fall 2022 to January 2023.

Phase 2 – Where are we going?

This phase will include meaningful consultation with all the stakeholder groups and will also have staff conduct the first ever “community satisfaction survey” which will provide statistically significant results that can be used as a baseline for measuring the progress of the strategic plan.

It is anticipated that this phase will take place from February 2023 to July 2023.

### FINANCIAL CONSIDERATIONS

If approved by Council, the budget for the 2022- 2026 Strategic Plan will be identified as part of the 2023 Budget Process in the amount of \$40,000.

### ATTACHMENTS

Attachment 1 – Strategic Plan Project Scope (Final Draft)

### 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 &  
Recommended By:**

Brooke Lambert, Chief Administration  
Officer

*Brooke Lambert*



**DRAFT**  
**Township of Wellington North**  
**Strategic Plan Project Scope**  
**2022-2026**

DRAFT

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## 1.0 Introduction

Over the past several terms of Council, the Township of Wellington North has been developing its strategic planning framework. In 2019, the latest iteration of the plan was approved and focused on four priority areas, with several initiatives undertaken and completed:

- **Modernization and Efficiency**
  - Electronic Planning and Development Submissions
  - Software Implementation (Human Resources Information System (HRIS) Kronos Implementation, Perfect Mind, DocuSign, Microsoft Teams)
  
- **Partnerships**
  - Saugeen Connects, Volunteer Engagement Program
  - Mount Forest Family Health Team- Emergency Community Support Fund
  - Arthur Downtown Streetscape Improvements (Arthur BIA - outdoor gym)
  - Cultural Roundtable
  - Municipal Partnerships (Minto Fire, County Planning Relationship, Guelph By-Law)
  - Successful Grant Applications (George/Smith & Queen East Street – Connecting Link)
  - Covid Response and Resilience
  
- **Municipal Infrastructure**
  - Arthur Wastewater Treatment Plant - Phase 1 was substantially completed in Dec. 2020
  - South Water St. Sewage Pumping Station Design
  - Road and Sidewalk Improvements
    - Full reconstruction of Queen St E, Domville St. (partial), Isabella and Georgina St, William St, Fergus St. S (block))
    - Sidewalk projects included Eastview Dr, King St E, Durham St E, Princess St
  - Strong rural and urban resurfacing (asphalt) program
  - Strong bridge rehabilitation and replacement program
  - Arthur and Area Community Centre had \$1.1 million investment for the replacement of its ice surface (2021)
  - Addition of back-up generator at the Mount Forest & District Sports Complex
  - Full rehabilitation of two recreation playgrounds (Opti-MRS in Arthur, Campbell DeVore in Mount Forest)
  - Completion of Asset Management Plan (2021), Water and Sewer Rates Study (2020), Water and Sewer Infrastructure Technical Update (2020) and Recreation Master Plan (2018)

- **Alignment & Integration**

- Downtown Revitalization & BIA
- Community Improvement Program
- Community Safety Plan
- Development Charges Changes

The municipality also undertook several partnerships that provided valuable information on how to further modernize and leverage municipal services either within the organization or across municipal boundaries. This included the County Wide Service Review and 20 by 20 Opportunity Report (2019), the IT Service Delivery Review (2020), the By-Law and Property Standards Shared Service Agreement with Guelph, and the Fire Services Shared Service Agreement with Minto.

While there have been several projects resulting from past strategic planning processes, there is an opportunity to explore how all our collective contributions work together to accomplish key priorities and make the Township a better place for everyone.

The strategic plan is a tool that can help connect the community's vision and goals with the Townships mission and actions. Further the process can help tie together new and existing initiatives, creating a more comprehensive work plan for Council and the organization. Consultation with the community is an important part of this discussion and provides a valuable perspective on where resources should be focused to create the most value for the public.



The result is a more comprehensive performance management framework with the ability to inform a number of corporate initiatives, processes and decision-making exercises.

## 1.1 Project Outcomes and Principles

With a new term of Council beginning in November 2022 it is time to begin developing the project scope for the next strategic planning process. The primary outcome of the next strategic planning process is to update the strategic planning framework for the 2022 - 2026 Council term. Further, the ultimate

framework must reflect and meet the needs of all the stakeholders in terms of decision making, priority setting and ongoing performance management in the Township of Wellington North. To do this, it is important to understand how well the last strategic plan performed and how effective it was at moving the Township in its intended direction.

As a result, there are several principles that will guide the development of the strategic planning process.

### **Principle 1: Building on existing foundations**

There are several fundamental building blocks already in place in the Township that will help to shape and inform the new strategic plan. This includes:

- 1) **Vision.** The Township of Wellington North will continually strive to provide the best service (s) possible, within the available resource base, with a focus on proactively identifying and meeting key community needs, investing in our team, and communicating broadly with property owners and visitors.
- 2) **Mission/Values.** The Township of Wellington North is a team of dedicated volunteers, elected officials and professional staff who are committed to providing high quality service(s) and information to property owners, residents, and visitors in order to generate high levels of community pride and happiness.

#### **Motto “Semper Porro” – Forever Forward**

- 3) **Strategic directions.** The 2018- 2022 strategic directions included four priority areas of focus.
  - Modernization & Efficiency
  - Partnership
  - Municipal Infrastructure
  - Alignment & Integration
- 4) **Community Engagement.** A precedent for some community engagement has already been set through past initiatives, including the 2017 Growth Management Strategy, the previous strategic plan and 2022 Housing Survey/Forum.

### **Principle 2: Integrating key initiatives**

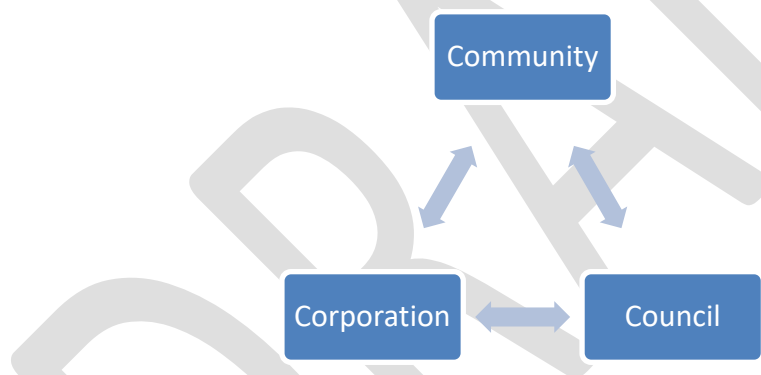
As part of implementation of the strategic plan, it will be important to integrate other elements of the corporate workplan such that the strategic direction underpins all elements of Township business. This could include the budget and business planning activities, reports, capital planning and other master plan exercises. It is expected that this work will continue throughout the next strategic planning cycle and will be further refined and developed.

### Principle 3: Facilitating continuous improvement

In 2019 the Township participated in a significant County Wide service review. This resulted in a preliminary service list. With this basis now in place, there is an opportunity to further embrace the principles of “continuous improvement”. The basic premise of continuous improvement is that the organization create an environment where everyone can contribute and make positive changes.

One of the most important principles of continuous improvement is the focus on “the customer” (both internal and external) and ensuring that the services provided by the corporation are in fact meeting the needs of these customers in the most efficient, effective, and economic way possible. It is recognized that defining who the customer is for a particular service or function, is an important consideration. In general, the strategic plan must recognize priorities of a variety of stakeholders. These stakeholders are comprised of three main groups:

- Community: members of the public both residents, business, volunteers, and other agencies
- Council: responding to the community and providing leadership to the corporation
- Corporation: senior administration and staff, taking direction from Council and responsible for the governance of the corporation and ongoing operations



By focusing on the customer or “end user” of all the initiatives, services and functions that the Township delivers, the principles of continuous improvement will help to identify opportunities to ensure a high quality and value-added approach. This principle will continue to provide a focus for the strategic planning process over the next cycle.

## 1.2 Key Issues

There are several key issues that must be considered as part of the development of the strategic planning process. The Township is not in the same place it was at the outset of the previous planning cycle – most significantly, the Covid 19 Pandemic has dramatically changed the landscape for all sectors – including municipalities. The pandemic has created a new context that must be considered going forward. Understanding the impacts that this global crisis has had on the people of this community, the

businesses, the institutions is crucial. In addition, exploring how the Township can play a role in recovery is another key opportunity.

In light of this new context, it is recommended that the following issues be considered at the outset of this process:

- **Balancing the discussion among the three primary stakeholder groups.** As noted previously, there are three primary stakeholder groups that will be the focus of this process; the Community, Council and the Corporation. Each of these groups look to the strategic plan for different reasons, with different expectations. Ensuring that the process balances the diverse needs of these groups is of ongoing importance.
- **Encourage meaningful consultation with the various stakeholder groups.** Meaningful engagement is one of the fundamental building blocks of a strategic planning process. It provides the space for all those impacted to provide their input as key stages of development. Best practices would have this engagement continue through the implementation of the plan as well.
- **Review the relevance and applicability of the strategic plan.** Developing a plan that addresses the needs of the community and translates into action and meaningful results will be the focus of this process. A structure that allows for flexibility, innovation and a focus on outcomes should be a top priority. It is also important to recognize the current pressures facing the community and staff, including lack of resources and a changing social, environmental and economic context.
- **Corporate alignment and collaboration (internal and external).** The strategic plan is a guiding document that forms the basis for departmental work planning within the Township. Further, the Township continues to look for opportunities for collaboration with external agencies and organizations to achieve mutually beneficial objectives.
- **Ongoing implementation, assessment, and updates.** While the strategic plan is a central part of the overall performance management framework, implementation is an ongoing process. Implementation should include further integration with other Township processes and systems. This could include work planning, yearly reporting and updates that will help all stakeholders understand how they can be a part of accomplishing the larger community vision.

## 2.0 Governance

### Steering Committee

The Strategic Planning process will be overseen by the Senior Management Team, including:

- The Chief Administrative Officer
- The Director of Operations
- The Chief Building Official
- The Clerk
- The Treasurer
- The Manager of HR
- The Economic Development Officer
- The Fire Chief

It is anticipated that the Steering Committee will meet approximately 4-5 times throughout the course of the strategic planning process. Meetings will be scheduled at appropriate milestones, with a final schedule confirmed as part of the work-plan.

### **Staff Project Team**

As part of the 2023-2026 Strategic Plan, it is recommended that interested staff be invited to participate as part of the Staff Project Team. This team will play an integral part in both the development of the plan, community engagement, analysis, and recommendations for both the final plan and implementation.<sup>1</sup>

## **3.0 Strategic Planning Process**

While the strategic planning process that a municipality adopts is uniquely tailored to the local context, it generally includes several key components: a vision statement, mission, values, focus areas/themes, strategic objectives, action items and a measurement component. These higher-level corporate directions are then tied to the individual departmental budget/business plans so that strong links between the daily operations and the broader context can be clearly defined. Depending on the context, consultation with various stakeholder groups is also needed in order to help develop all or some of these components.

### **3.1 Phase 1 (Connect) – Where have we been?**

While much of the foundation is already in place, there is a need to “set the stage” for this new strategic planning process, in particular with members of Council and the broader community. The questions that staff will address at this stage include:

- What is a Strategic Plan and why are we doing it?

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<sup>1</sup> If infrastructure (growth, rehabilitation) will be an important output of this process, staff have recommended that there be representation of those who will execute on that work as a potentially valuable (Manager, Environmental Services, or Manager, Recreation Services, or Manager, Transportation Services).

- What is the value added to the public/taxpayer?
- How will we do it? How detailed will it be/ how do we define the scope? What are the elements we will focus on (strategic directions, initiatives, measurement)?
- Who should participate? What are our goals for engagement?
- What are the timelines?
- What have we accomplished using the past strategic plan? Key initiatives and outcomes?
- What are the existing /current community conditions? What new information do we have since the last plan? What are some of the community trends that can help inform future discussion?

The approach in Phase 1 will be to introduce the concept of strategic planning, identifying key issues and providing an outline of the various opportunities for engagement throughout the process. The specific tasks related to this phase are outlined below:

### **Task 1: Environmental Scan**

#### **Anticipated Timeline – Fall 2022**

Any new inputs from the last strategic plan process.

- Strategic Plan 2019-2022
- Update Reports (Implementation Tables)
- 20 in 20 – Status (Specific Initiatives)
- Service Review (KPMG, 2019)
- IT Service Review (Blackline, 2021)
- CAO Project Listing
- Recreation Master Plan (2018)
- Cultural Plan
- Township of Wellington North Growth Plan (2018)
- Planned Capital Projects
- Water and wastewater report from June 2021 (Report OPS 2021-012)
- Water and wastewater master plan (2011, 2012) and technical update (2020)
- Development charges study (2021)
- Organizational chart

### **Task 2: Corporate/ Staff Introduction (Various)**

#### **Anticipated Timeline – Fall 2022**

The strategic planning process is an opportunity to involve, engage and benefit from the experience and knowledge of staff. To this end, staff will be invited to participate in a project team as well as will be able to provide comment throughout the process. This focus on staff engagement is expected to continue in several ways. Including:

- Introduction email to all staff regarding the upcoming process and key information
- Staff Project Team (Cross Departmental)

- Staff Presentation

### **Task 3: Phase 1 Summary Report/Council Presentation**

#### **Anticipated Timeline – January 2023**

Following the background conditions review and initial consultation, a summary report and presentation will be prepared for review with the Steering Committee. Following the results of the review process, the update on Phase 1 will be presented to Council.

## **3.2 Phase 2 (Collaborate & Create)- Where are we going and how do we get there?**

Once Phase 1 is complete and the basis for the rest of the process has been set, it will be important to engage Council and the public to ask them “Where do we want to go – and how should we get there - as a community?” The themes for this discussion will be framed around the outcomes from Phase 1.

### **Task 1: Council Workshop**

#### **Anticipated Timeline: February 2023**

A high level “Direction” workshop (Closed Education Session) will be held with Council to initiate the conversation around how Council would like to approach their term of Council – focusing on action and outcomes for their **4 year term**. This will inform areas of focus and help to ensure that the strategic plan is relevant and impactful.

### **Task 2: Understanding the Community Perspective - Satisfaction Survey**

#### **Anticipated Timeline – February 2023**

It is recommended that the Township undertake a municipal wide, statistically significant Community Satisfaction Surveys. The intent of the survey is to check in with our community, determine resident satisfaction and identify areas for improvement within our core services and strategic plan. It will also be possible to do a concurrent survey on the website to gather additional information.

This survey can not only help inform the strategic planning process, but also the budget process - giving all parties a better understanding of the community priorities/key issues. It will also serve as a baseline of information to help determine progress in the community’s perception of what the Township is working on. <sup>2</sup>

### **Task 3: Corporate Discussion**

#### **Anticipated Timeline: March 2023**

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<sup>2</sup> A phone survey of approx. 100-150 people could be completed for approximately \$10 K. A third party consultant would be retained to undertake, analyze and present the findings.



Staff will have an opportunity to provide its thoughts on what the priorities over the next few years should be and what action items and initiatives should be considered as well as approaches to implementation. Input will be gathered through a variety of means including:

- Staff survey
- Staff workshop
- Satellite site visits

#### **Task 4 – Corporate Consultation and Preparation of Draft Strategic Plan**

**Anticipated Timeline: April 2023**

Based on the information and feedback gathered to date throughout the process, township administration will have the opportunity to review and begin to shape the draft strategic plan. It will also include recommendations for measuring success (including the approach to implementation, potential key action items and performance measures). The draft will then be subject to review from the various stakeholder groups in advance of being presented to Township Council for final decision.

#### **Task 5 – All Stakeholder Review**

**Anticipated Timeline: May 2023**

The full draft Strategic Plan will be presented to all the stakeholders involved in the process to receive feedback on the draft strategic plan in person and online. This feedback will then be used by staff to shape the final draft for Council consideration later in 2023. Special efforts will be made to connect with key advisory committees, community associations, businesses, and other stakeholders.

#### **Task 6 – Preparation of Final Strategic Plan (Draft) and Implementation Plan**

**Anticipated Timeline: June 2023**

Staff will use all the feedback obtained throughout the process to verify and test the proposed strategic planning framework and content. The plan will be reviewed by the Steering Committee to ensure that it meets the objectives as previously outlined and the needs of the corporation going forward in terms of the individual business planning required.

An overview of the implementation plan would also be developed at this time to accompany the strategy. Both financial and human resource impacts would be considered, as well as the split between strategic and core work as well as initiatives with an external/internal focus.

#### **Task 7 – Council Consideration and Decision**

**Anticipated Timeline: July 2023**

As the final step in the strategic planning process, Council will be asked to approve the Strategic Plan as a key guiding document that will form the basis for decision making and work planning over the 2022 -

2026 time period. This will be the document that will form the basis for ongoing review and monitoring and reporting.

#### **4.0 Conclusions and Next Steps**

The preparation of a strategic plan for the Township of Wellington North is an exciting opportunity that will help ensure that decision making on many fronts will be coordinated, focused, and aligned with desired results and community goals. While this work plan outlines a basic approach, it is expected that further discussion will be required with the Steering Committee to refine many of the anticipated tasks and timelines.

Next steps include finalizing the preliminary work plan, establishing the Project Team and procuring a consultant to assist the staff team with the strategy.

DRAFT

**Attachment 1: Township of Wellington North Strategic Planning Process Summary**

**2022-2026 Strategic Planning Roadmap**

| <b>Phase 1</b><br><b>Connect</b><br>Where have we been?   | <b>Phase 2</b><br><b>Collaborate</b><br>Where are we going?  |
|---|--|
| <p><b>Key Question:</b> Why is strategic planning important and what did we accomplish with the last one?</p> <p>Providing an overview of the process and the existing foundations that the plan will be built on</p> <p><b>Engagement Activities</b></p> | <p><b>Key Question:</b> Where do we want to go as a community and how?</p> <p>Identifying priorities and potential focus areas/themes through stakeholder consultation</p> <p><b>Engagement Activities</b></p> |
| <p>Environmental Scan</p> <p>Corporate Introduction</p> <p>Council Introduction</p> <p>Timeline: September 2022– January 2023</p>   | <p>Council/Corporate Discussion</p> <p>Community Survey</p> <p>Draft Strategic Plan</p> <p>Stakeholder Review</p> <p>Timeline: February – July 2023</p>  |
| <p>Phase 1 Summary Report/Presentation</p>  | <p>Phase 2 Summary Report/Presentation</p>   |



# Staff Report

**To:** Mayor and Members of Council meeting of December 19, 2022  
**From:** Brooke Lambert, Chief Administrative Officer  
**Subject:** CAO 2022-010 File No. ZBA 14/22, Holding Provision Removal

**RECOMMENDATION**

THAT Council of the Corporation of the Township of Wellington North Receive report CAO 2022-010 regarding File No. ZBA 14/22, Holding Provision Removal.

AND THAT Council of the Corporation of the Township of Wellington North approve the removal of the Holding (H) provision for Zoning By-law Amendment, File No. ZBA 14/22, and that the corresponding by-law should be passed.

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

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

December 5, 2022 – Correspondence from Steve Wever, President GSP Group Inc., dated November 1, 2022.

**BACKGROUND**

At the December 5, 2022 Council meeting, a motion to receive the correspondence from Steve Wever (GSP) regarding the Application for Zoning By-law amendment, File No. ZBA 14/22, 7970 Wellington Road 12 (Attachment 1), was defeated.

Notwithstanding the decision not to receive the correspondence, there is still an underlying application to amend the ZBL by lifting the hold, that requires Council consideration. Failing a decision being made by Council within 90 days of the application (considered to be October 20, 2022 - the date the Township received confirmation that the conditions of the holding provision had been satisfied) the applicant has the right to appeal the non-decision to the Ontario Land Tribunal (OLT).

Given it is the Townships' understanding that the conditions of the holding provision have been satisfied, it is recommended that Council approve the removal of the Holding provision and pass the applicable by-law.

**FINANCIAL CONSIDERATIONS**

NA

**ATTACHMENTS**

Attachment 1 - Correspondence from Steve Wever, President GSP Group Inc., dated November 1, 2022

**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 &  
Recommended By:**

Brooke Lambert, Chief Administration  
Officer

*Brooke Lambert*



SHAPING GREAT COMMUNITIES

November 1, 2022

File No.: 21359

Township of Wellington North  
7490 Sideroad 7 W, PO Box 125  
Kenilworth, ON  
N0G 2E0

Attn: Darren Jones, Chief Building Official

**Re: Application for Zoning By-law Amendment, File No. ZBA 14/22  
7970 Wellington Road 12, Township of Wellington North**

GSP Group has been retained as the planning consultant to the Township of Wellington North for the purposes of reviewing and processing the above-noted application for Zoning By-law Amendment to lift the Holding (H) Symbol from the zoning of the subject land. This letter provides the Township with our planning review of the application and a recommendation for Township Council's consideration.

#### **Location**

The land subject to the application is located south of Arthur along the east side of Wellington Road 12 and is part of the property described as Part of Lot 23, Concession B Peel Parts 1 and 8 Plan 61R-10173 and known Municipally as 7970 Wellington Road 12, Township of Wellington North. The subject land is 3.68 ha (9.09 ac) in area and is located in the south-westerly portion of the property. The location is shown on the map appended.

#### **Purpose and Effect of the Application**

The purpose of the application is to remove the Holding (H) Symbol from the current site-specific RIN-16(H) Zone to permit the development of the subject land for a public works garage and public uses.

The current zoning of the subject land was established through the approval of a previous Zoning By-law Amendment Application (File No. ZBA 24/21) by the passage of By-law Number 060-2022 on May 9, 2022, which re-zoned the subject land from Agricultural Exception One (A-1) to a Rural Industrial Exception (RIN-16) Zone to limit the permitted uses to a public building, public uses, public works yard and accessory uses, buildings and structures, to permit the proposed use of the land by the County of Wellington for a public works garage and yard and a future ambulance station. A Holding (H) provision requires an archaeological assessment to be completed for the lands, a Ministry letter confirming the report has been entered into the Ontario Public Register of Archaeological Reports, and for the recommendation of the archaeological assessment to be carried out.

The applicant has completed the required archaeological assessments and provided a copy of the archaeological reports as well as a Ministry letter (enclosed) confirming archaeological clearance for the subject lands. Accordingly, the conditions of the Holding (H) provision have been satisfied and a by-law should be passed to remove the Holding (H) provision from the RIN-16 zoning of the subject lands in the Township's Zoning By-law.

**PLANNING | URBAN DESIGN | LANDSCAPE ARCHITECTURE**

72 Victoria St. S., Suite 201, Kitchener, ON, N2G 4Y9  
162 Locke St. S., Suite 200, Hamilton, ON, L8P 4A9  
gspgroup.ca

**Comments**

No objections to the approval of the application have been received as of the date of this letter.

A statutory public meeting for the previous zoning application was held by Township Council at its meeting on May 9, 2022. Comments were received from the Wellington Federation of Agriculture (WFA) via their letter dated May 9, 2022, indicating that the WFA does not support the application and recommends that the proposed use be located on non-agricultural lands. These comments were considered at the public meeting and ultimately the application was approved, notice of the decision was given and no appeals were received.

Public consultation is not required for the current application to lift the Holding (H) provision under Section 36 of the Planning Act. Notice of Council's intent to pass a by-law to lift the Holding (H) provision has been given in accordance with the Act.

**Recommendation**

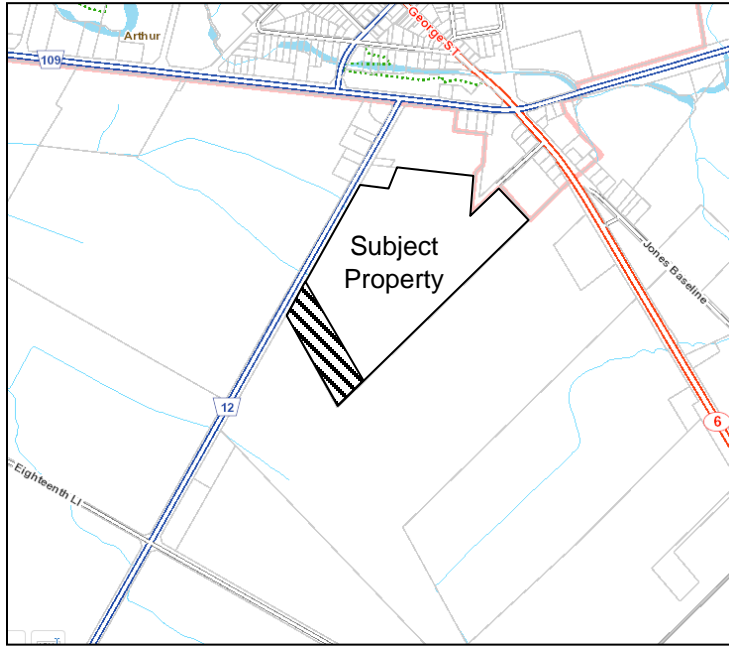
That Zoning By-law Amendment (Application File No. 14/22) should be approved to remove the Holding (H) provision from the subject lands and the corresponding by-law should be passed.


Sincerely,  
**GSP Group Inc.**



Steve Wever, MCIP, RPP  
President

**LOCATION MAP:**



 Land subject to proposed Zoning By-law Amendment



**Ministry of Citizenship and Multiculturalism (MCM)**

Archaeology Program Unit  
Heritage Branch  
Citizenship, Inclusion and Heritage Division  
5th Floor, 400 University Ave.  
Toronto ON M7A 2R9  
Tel.: (416) 414-7787  
Email: Jessica.Marr@ontario.ca

**Ministère des Affaires civiles et du Multiculturalisme (MCM)**

Unité des programme d'archéologie  
Direction du patrimoine  
Division de la citoyenneté, de l'inclusion et du patrimoine  
5e étage, 400 ave. University  
Toronto ON M7A 2R9  
Tél. : (416) 414-7787  
Email: Jessica.Marr@ontario.ca



Oct 20, 2022

Janet Gardner (P1020)  
Archaeological Research Associates Ltd.  
35 Aldersbrook London ON N6G 3E1

**RE: Entry into the Ontario Public Register of Archaeological Reports: Archaeological Assessment Report Entitled, "Stage 2 Archaeological Assessment, Proposed Arthur Garage, Township of Wellington North, Part of Lot 23, Concession B, Geographic Township of Peel, Wellington County, Ontario", Dated Jun 9, 2022, Filed with MCM Toronto Office on Jun 15, 2022, MCM Project Information Form Number P1020-0064-2022, MCM File Number 0016211**

Dear No Contact Title Gardner:

The above-mentioned report, which has been submitted to this ministry as a condition of licensing in accordance with Part VI of the *Ontario Heritage Act*, R.S.O. 1990, c 0.18, has been entered into the Ontario Public Register of Archaeological Reports without technical review.<sup>1</sup>

Please note that the ministry makes no representation or warranty as to the completeness, accuracy or quality of reports in the register.

Should you require further information, please do not hesitate to send your inquiry to [Archaeology@Ontario.ca](mailto:Archaeology@Ontario.ca)

cc. Archaeology Licensing Officer  
Kevin Mulholland, County of Wellington  
Kevin Mulholland, County of Wellington

<sup>1</sup>In no way will the ministry be liable for any harm, damages, costs, expenses, losses, claims or actions that may result: (a) if the Report(s) or its recommendations are discovered to be inaccurate, incomplete, misleading or fraudulent; or (b) from the issuance of this letter. Further measures may need to be taken in the event that additional artifacts or archaeological sites are identified or the Report(s) is otherwise found to be inaccurate, incomplete, misleading or fraudulent.



# Staff Report

**To:** Mayor and Members of Council meeting of December 19, 2022  
**From:** Amy Tollefson, Human Resources Manager  
**Subject:** HR 2022-016 Revised Overtime/Lieu Time Policy

**RECOMMENDATION**

**THAT** Council of the Township of Wellington North receive report HR 2022-016 being a report on the revised Overtime/Lieu Time Policy;

**AND FURTHER THAT** Council approves the revised policy changes;

**AND FURTHER THAT** policy be approved for an effective date of January 1, 2023.

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

Policy 13.5: Personnel Policy

**BACKGROUND**

Policy 13.5: Overtime/Lieu Time Policy provides a framework for a method of compensation for overtime work.  
All union and non-union employees will be eligible to participate in the revised corporate overtime/lieu time policy.

No revisions will be made to overtime parameters. Union overtime is stipulated in the collective agreement and non-union is bound by the corporate policy, both adhere to the Employment Standards Act.

Revisions to lieu time include:

- All union and non-union employees of the Corporation are eligible to participate.
- Elimination of Holiday shutdown hours program for Kenilworth office employees; to be combined with revised policy.
- Employees who work 35 hours/week, eligible to accrue maximum of 14 hours of lieu time at one time.
- Employees who work a regular 40 hour/week, eligible to accrue maximum of 16 hours of lieu time at one time.

- Lieu time banked for holiday shutdown hours will be accrued to a maximum based on the office holiday shutdown schedule each year, as holiday shutdown hours may vary year over year.
- Lieu time can be accrued continuously throughout the year, January 1 to December 31. Upon maximum lieu being taken, employees may begin to accrue again during the year.

|                                 |
|---------------------------------|
| <b>FINANCIAL CONSIDERATIONS</b> |
|---------------------------------|

N/A

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

Revised Overtime/Lieu Time Policy

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

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

Yes                       No                       N/A

Which priority does this report support?

Modernization and Efficiency                       Partnerships  
 Municipal Infrastructure                       Alignment and Integration

*Organizational "Infrastructure"*

- 7) Review, align and integrate organizational behaviours, systems and practices to ensure consistent messages and desired destination (e.g., compensation, culture, performance evaluations, policies, conduct, collaboration etc.).

|                        |  |                       |
|------------------------|--|-----------------------|
| <b>Prepared By:</b>    | Amy Tollefson, Human Resources Manager       | <i>Amy Tollefson</i>  |
| <b>Recommended By:</b> | Brooke Lambert, Chief Administrative Officer | <i>Brooke Lambert</i> |

## **OVERTIME/LIEU TIME**

### **PURPOSE:**

To provide for a method of compensation for overtime work.

### **POLICY STATEMENT:**

All eligible staff shall be entitled to receive overtime pay for pre- authorized overtime worked in excess of their hours of work listed in their job description.

Staff of Wellington North, who are eligible to receive overtime pay, outside of their normal work hours, as set out in the Hours of Work Policy, shall be compensated by receiving a choice of pay or time off in lieu, up to the maximum lieu time hours as stated below.

Lieu time can be accrued for any pre-authorized overtime in excess of hours or work listed in employees job description, at the approved overtime rate.

Staff who work a regular thirty-five (35) hour work week, are entitled to bank up to a maximum of fourteen (14) hours of lieu time. Staff who work a regular forty (40) hour work week, are entitled to bank up to a maximum of sixteen (16) hours of lieu time. Banking of lieu time is on a continuous basis per calendar year but will be capped at above stated maximums.

Hours accumulated under this policy are not to be used in advance of earning them (no negative balances).

Office staff will have the ability to choose to take one half hour lunches rather than the allotted one hour lunch period. If you are recording lunch in lieu time, ensure that your lunch break does not exceed thirty minutes. Staff must be conscious of workload and should never utilize lunch to bank lieu time when it would impact operations by leaving their department short.

Lieu time can be taken on an hourly basis, upon approval of the Corporation. Lieu time taken will not exceed 7 or 8 consecutive hours at any one time. Lieu time is to be taken before December 31<sup>st</sup> and will not be carried over unless approved by the Corporation. Lieu time used is to be requested to your department manager for approval on timesheets.

Kenilworth office employees, who do not have enough vacation allocation to cover the holiday shutdown hours, will have the opportunity from September to December, to accrue lieu time up to the maximum required hours of holiday shutdown.

Accruing of holiday shutdown hours will not apply should it be determined that the office remain open for the holiday season and regular lieu time policy will apply.

Lieu time holiday shutdown hours accumulated, must be clearly reported/recorded on timesheets under the heading "Holiday Shutdown Hrs". As noted above, this process is only from September – December until enough hours are accumulated to cover the designated closure days over the holiday season.

To access accumulated holiday shut time lieu time, employees must submit timesheets identifying typical workday hours (7 per day) accumulated under the heading "Holiday Shutdown Hrs." to be paid out on the holiday closure date.



**To:** Mayor and Members of Council Meeting of December 19, 2022  
**From:** Karren Wallace, Director of Legislative Services/Clerk  
**Subject:** Report CLK 2022-023 - 2022 2026 Municipal and School Board election

## RECOMMENDATION

**THAT** Council of the Township of Wellington North receive for information Report CLK 2022-023 being a report on the 2022 Municipal and School Board election.

## PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

CLK 2022-021 being a report on 2022 Municipal Election Accessibility report

CLK 2022-007 being a report on Advance Voting Days for the October 24, 2022 Municipal and School Board Elections

CLK 2022-010 being a report on Municipal and School Board Elections Signs guidelines

CLK 2022-009 being a report on Municipal and School Board Elections procedures

CLK 2022-002 being a report on Dominion Voting Systems (tabulators for the 2022 municipal election)

CLK 2021-033 being a report on an Automatic Recount Policy in a municipal Election

CLK 2021-032 being a report on the Corporate Use of Resources in a municipal Election

CLK 2021-005 being a report on the use of alternate voting methods in the 2022 municipal election

By-law 031-22 being a by-law to provide for advance votes to be held prior to voting day

By-law Number 010-21 being a By-law to authorize the use of optical scanning vote tabulators in the 2022 Municipal Election

By-law Number 011-21 being a By-law to authorize a vote by mail method in the 2022 Municipal Election

## BACKGROUND

Municipal and school board elections were held throughout Ontario on Monday October 24, 2022. The candidates shown in red won their seat or were acclaimed.

### CANDIDATES

Mayor: **Andrew Lennox**  
Dan Yake

Ward 1: Shawn McLeod  
Jeanean Mousseau  
**Penny Renken**

Ward 2: Shery Burke  
Menno Klunder

Ward 3: **Lisa Hern**  
Ward 4: **Steve McCabe**

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County Council  
Ward 3: **Campbell Cork**  
Ward 4: **Stephen O'Neill**

Upper Grand District School Board  
Natalie Breau  
Daniel Greer  
Daniel Kelly  
**Robin Ross**

#### METHOD OF VOTING

As approved by Council, Wellington North used the vote by mail method of election with the count being done by tabulators.

#### INTEGRITY OF THE ELECTION AND PROCESS

All procedures were followed as set out in the 2022 Municipal and School Board Election Voting Procedures policy and the 2022 Municipal and School Board Election Vote Counting Procedures.

Additionally, candidates were invited to a session on October 19, 2022, to watch a demonstration of how the tabulators processed ballots and the processes in place for counting and storing ballots.

On election day, each candidate had the opportunity to have a scrutineer or themselves in place to watch the process throughout the entire election process up to the end of the count.

#### STATISTICS

- 8,545 eligible electors
- 36.77% return rate
- 545 revisions to the voter's list between August 2 and November 16, 2023
- 31 ballots received in the mail were not counted due to missing declarations, missing ballots, declaration not signed
- 29 ballots were returned unopened as the individual had moved
- 3 ballots were returned after the October 24, 2022 election and were not opened by staff

#### VOTER LIST MANAGEMENT

Data Fix has been the preferred vendor for the municipality since 2014. They provide an electronic method of voter list management called Voter View that works with the Municipal Property Assessment Corporation (MPAC). The system is extremely user friendly, produced helpful easy to read and timely reports.

Data Fix staff and support are extremely knowledgeable and available at all times. They have good synergy with MPAC and with Canada Post and provide invaluable advice to municipal staff. In 2026 responsibility for the voter's list will be moved from MPAC to

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Elections Ontario and staff recommends that Data Fix be used in the 2026 municipal election in order to minimize any transition issues.

### ADVANCE POLLS

By-law 031-22 was passed in February, 2022 that provided for an advance poll on Saturday October 8, 2022 between the hours of 10:00 a. m. and 3:00 p.m. at the Mount Forest Sports Complex and an advance poll on Saturday October 15, 2022 between the hours of 10:00 a.m. and 3:00 p.m. at the Arthur Community Centre.

There was a mix of people who were there to obtain a ballot and those who brought their ballots and dropped them off in the ballot box.

There were an estimated 70 people who attended the advance polls and staff would recommend that this be done again in the 2026 municipal election.

### STAFFING

In a traditional election, several polls are manned throughout the municipality. Election officials at each poll must be trained on the Municipal Elections Act as relates to voter qualifications, entitlement to vote, completion of forms, striking the voter off the list, scrutineers and candidates rights and responsibilities, etc.

Employing a vote by mail method reduces the need for extensive training. Election officials receive training on counting the ballots 15 minutes before the start of the count. All other decisions and administration is handled by two trained staff members during the course of the three week time period commencing when the ballots are mailed to 8:00 p.m. on voting day.

In 2022 three full time dedicated staff administered the day to day election issues. On October 24, 2022 (election day), in addition to the three full time staff, five municipal staff members and four hired workers conducted the election count.

### VOTER'S LIST

As in all municipalities, the integrity of the voter's list is difficult to maintain, particularly as it pertains to tenants. The voter's list is produced by the Municipal Property Assessment Corporation (MPAC) and is based on registered property owners. Tenants are particularly difficult to track and maintain on the list.

In an effort to reach out to tenants, staff identified all residential properties and wrote to the owners requesting the number of units in each building/location. We then mailed out 513 letters to occupants at the units notifying them of the upcoming election and advising them how to ensure they were on the voter's list. Eighty four were returned as undeliverable.

Letters were also sent to Strathcona Village Homes, Strathcona Long Term Retirement, Caressant Care and Birmingham Retirement Community advising their residents how to get on the voter's list and receive a ballot.

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**NOTICES AND ADVERTISING**

With such a diverse community both generationally, geographically, and electronically, it is difficult to pick one method of communication. During this election we used regular print advertising, the municipal website, social media including Facebook, Twitter and Instagram, postings in Wellington County libraries and municipal facilities, email contact lists, Council agenda’s ads on the River Radio station, and electronic signs at the Fire Halls and facilities.

**ACCESSIBILITY**

Section 45 (2) of the Municipal Election Act provides that when establishing the locations of voting places, the clerk shall ensure that each voting place is accessible to electors with disabilities. In a vote by mail method, the requirement for accessible polling stations and special assistive devices is not required and if an elector has any issues that require special accessibility devices; they are located in the individual’s home. In particular, anyone with mobility issues or other challenges that making leaving their home difficult a vote by mail method certainly negates the need to travel to cast a ballot.

If voting returns to in person polls, the cost of accessibility devices would increase the cost of the election substantially. There would be a legislative requirement to provide visual, hearing, mobility, and other special requirement assistive devices at every polling location, whether they are utilized or not.

**FINANCIAL CONSIDERATIONS**

The cost of the 2022 municipal election was \$53,979.00 and was included in the budget. This breaks down to \$5.73 per elector between the ages of 20 and 85+ (Source: <https://www.wellington.ca/en/business/ed-township-of-wellington-north-overview.aspx>)

**ATTACHMENTS**

N/A

**STRATEGIC PLAN 2019 - 2022**

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

Yes                       No                       N/A

Modernization and Efficiency                       Partnerships  
 Municipal Infrastructure                       Alignment and Integration

|                        |  |                       |
|------------------------|--|-----------------------|
| <b>Prepared By:</b>    | Karren Wallace, Director of Legislative Services/Clerk | <i>Karren Wallace</i> |
| <b>Recommended By:</b> | Brooke Lambert, Chief Administrative Officer           | <i>Brooke Lambert</i> |

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

**BY-LAW NUMBER 133-22**

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF A SERVICE LEVEL AGREEMENT BETWEEN THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH AND WELLINGTON NORTH POWER INC. FOR THE PROVISION OF WATER AND SEWER BILLING AND COLLECTION SERVICES.**

**WHEREAS** The Corporation of the Township of Wellington North and Wellington North Power Inc. wish to enter into an agreement for the provision of water and sewer billing and collection services.

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

1. That the Corporation of the Township of Wellington North enter into an agreement with Wellington North Power Inc in substantially the same form as the agreement attached hereto as Schedule "A".
2. That the Mayor and the Clerk of the Corporation of the Township of Wellington North are hereby authorized and directed to execute the said agreement and all other documentation required on behalf of the Corporation.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
THIS 19TH DAY OF DECEMBER, 2022.**

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**ANDREW LENNOX, MAYOR**

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**KARREN WALLACE CLERK**

**WELLINGTON NORTH POWER INC.**

**- and -**

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

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**WATER & SEWER BILLING AND COLLECTIONS SERVICES AGREEMENT**  
**2023-2024**

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December 19, 2022

**THIS AGREEMENT** made as of this 19<sup>th</sup> day of December, 2022

BETWEEN:

**WELLINGTON NORTH POWER INC.**, a corporation incorporated pursuant to the laws of the Province of Ontario

(Hereinafter referred to as the **Contractor**)

- and -

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH**, a municipal corporation incorporated pursuant to the laws of the Province of Ontario

(Hereinafter referred to as the **"Township"**)

## **WHEREAS**

1. The Township is responsible for the operation and maintenance of its Water and Sewer infrastructure;
2. The Township wishes to engage the Contractor to provide certain water and sewer account billing and collection services on the terms and subject to the conditions set out in this Agreement;
3. The Township and the Contractor are Affiliates by virtue of the Township's ownership and control of the Contractor;
4. In carrying out services for the Township, the Contractor is subject to the OEB's Affiliate Relationships Code for Electricity Distributors and Transmitters (the **"ARC"**).

**NOW THEREFORE** in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

### **1. Definitions**

- 1.1 Unless the context otherwise specifies or requires, for the purposes of this Agreement all capitalized terms herein shall have the meanings set forth below:

**"Account"** means end-user customer account set-up with the Contractor. The account holder is the owner, landlord or tenant of the service address that is billed for the water and/or sewer

usage. The accountholder is responsible for the payment of all bills relating to water and/or sewer charges and usage fees;

**"Act"** means the *Ontario Energy Board Act, 1998*;

**"Affiliate,"** with respect to a corporation, shall have the same meaning as is ascribed to such term in the *Business Corporations Act* (Ontario);

**"ARC"** has the meaning ascribed to such term in the Recitals;

**"Billing"** is the process performed by the Contractor to produce and issue bills (invoices) to account holders. A bill shows the fees and charges payable by the account holder (end-user) for the water and /or sewer services for the "billing" period. A "billing" period is from a start date 'x' to end date 'y', typically a calendar month comprising of 1<sup>st</sup> to 30<sup>th</sup> / 31<sup>st</sup>;

**"Business Day"** means any day other than a Saturday or Sunday or a statutory or bank holiday in the Province of Ontario;

**"Collections"** is the activity performed by the Contractor to collect money owing from accountholders for payment of water and/or sewer services as detailed on the bills issued by the Contractor;

**"Confidential Information"** means all information that has been identified as confidential and which is furnished or disclosed by the Disclosing Party and its Representatives to the Receiving Party and its Representatives in connection with this Agreement, whether before or after its execution, including all new information derived at any time from any such confidential information, but excluding (a) publicly-available information, unless made public by the Receiving Party or its Representatives in a manner not permitted by this Agreement; (b) information disclosed to the Receiving Party from a source other than the Disclosing Party or its Representative, if such source is not subject to any agreement with the Disclosing Party prohibiting such disclosure to the Receiving Party; and (c) information that is independently developed by the Receiving Party;

**"CSA"** means the Canadian Standards Association;

**"Default"** has the meaning ascribed to such term in Section 13.1;

**"Defaulting Party"** has the meaning ascribed to such term in Section 13.1;

**"Disclosing Party"** means, with respect to Confidential Information, the Party and/or its Representatives providing or disclosing such Confidential Information and may be the Township or the Contractor, as applicable;

**"Event of Default"** has the meaning ascribed to such term in Section 13.1; **"Force Majeure Event"** has the meaning ascribed to such term in Section 10.1;

**"Fees and Charges"** means the financial fees, charges set by the Township for the payment of water and sewer services as consumed by the end-user / accountholder. The fees and charges are established in By-Laws passed by the Township setting-out the fees to be applied by the Contractor for the purposes of billing the end-user / accountholder. These fees include metered rates (i.e. a

rate per m<sup>3</sup> of water), flat rates (i.e. a single rate to be applied regardless of usage), maintenance fees and account set-up fees;

**"Fully Allocated Cost"** means the sum of direct costs plus a proportional share of Indirect Costs;

**"Governmental Authority"** means any federal, provincial, or municipal government, parliament or legislature, or any regulatory authority, agency, tribunal, commission, board or department of any such government, parliament or legislature, or any court or other law, regulation or rule-making entity, having jurisdiction in the relevant circumstances, including the IESO, the CSA, the OEB, the Electrical Safety Authority, and any Person acting under the authority of any Governmental Authority;

**"Indirect Costs"** means costs that cannot be identified with a specific unit of product or service or with a specific operation or cost centre, and include but are not limited to overhead costs, administrative and general expenses, and taxes;

**"Laws and Regulations"** means:

- (a) Applicable federal, provincial or municipal laws, orders-in-council, by-laws, codes, rules, policies, regulations and statutes, including:
  - (i) the OESC;
  - (ii) the *Ontario Health & Safety Act*;
  - (iii) the Distribution System Code, the Code and any other codes issued by the OEB;
- (b) Applicable orders, decisions, codes, judgments, injunctions, decrees, awards and writs of any court, tribunal, arbitrator, Governmental Authority or other Person having jurisdiction;
- (c) Applicable rulings and conditions of any licence, permit, certificate, registration, authorization, consent and approval issued by a Governmental Authority; and
- (d) Any requirements under or prescribed by applicable common law;

**"Local Distribution Company"** means the Contractor as an electricity distributor that is licensed under Part V of the Act;

**"Metered"** means the quantity of water used by a consumer (end-user, accountholder) at their property that is measured by a water meter installed at the facility;

**"MFIPPA"** means the *Municipal Freedom of Information and Protection of Privacy Act* of Ontario, as amended from time to time;

**"Minimum Retention Period"** means a mandatory retention period of at least six (6) years, calculated from the end of the last calendar year to which the applicable record relates, as required under the Mandatory Record Retention Period Policy for Regulatory Entities (File No. EB-2015-0247) published by the OEB (as may be amended or restated);

**"Non-Metered"** means there is no meter installed at end-user / account-holder's property to measure the quantity of water withdrawn or sewer wastage disposed;

**"Non-Routine Service Request"** is a Service Request in respect of a Critical Failure;

**"OEB"** means the Ontario Energy Board or its successor;

**"OESC"** means the Ontario Electrical Safety Code;

**"Party"** means the Township or the Contractor;

**"Person"** means a natural person, firm, trust, partnership, limited partnership, company or corporation (with or without share capital), joint venture, sole proprietorship, Governmental Authority or other entity of any kind;

**"Personal Information"** has the meaning ascribed to such term in the MFIPPA;

**"Receiving Party"** means, with respect to Confidential Information, the Party receiving Confidential Information and may be the Township or the Contractor, as applicable;

**"Representatives"** means a Party's directors, officers, employees, auditors, consultants, advisors (including economic and legal advisors), contractors and agents and the agents and advisors of such Persons;

**"Schedules"** means the Schedule(s) annexed to this Agreement and forming part of this Agreement which identify the nature of services to be provided, the pricing mechanisms, the cost allocation mechanisms, and the apportionment of risks (including risks related to under or over provision of service);

**"Services"** has the meaning ascribed to such term in Section 3.1; and

**"Service Request"** has the meaning ascribed thereto in Schedule A.

## **2. Interpretations**

2.1 In this Agreement:

- (a) Words denoting the singular include the plural and vice versa and words denoting any gender include all genders;
- (b) All usage of the word "including" or the phrase "e.g.," in this Agreement shall mean "including, without limitation," throughout this Agreement;
- (c) Any reference to a statute shall mean the statute in force as at the date hereof, together with all regulations promulgated there under, as the same may be amended, re-enacted, consolidated and/or replaced, from time to time, and any successor statute thereto, unless otherwise expressly provided;
- (d) Any reference to a specific executive position or an internal division or department of a Party shall include any successor positions, divisions or departments having

substantially the same responsibilities or performing substantially the same functions;

- (e) When calculating the period of time within which or following which any act is to be done or step taken, the date which is the reference day in calculating such period shall be excluded; and if the last day of such period is not a Business Day, the period shall end on the next Business Day;
- (f) All dollar amounts are expressed in Canadian dollars;
- (g) The division of this Agreement into separate articles, sections, subsections and schedules, the provision of a table of contents and the insertion of headings is for convenience of reference only and shall not affect the construction or interpretation of this Agreement;
- (h) Words or abbreviations which have well known or trade meanings are used herein in accordance with their recognized meanings;
- (i) The terms and conditions hereof are the result of negotiations between the Parties and the Parties therefore agree that this Agreement shall not be construed in favour of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of this Agreement;
- (j) This Agreement shall not be deemed nor construed to be the formation of a partnership as between the Parties and only those matters that are specifically dealt with in this Agreement are to be the subject matter of any rights and obligations on the part of the Parties;
- (k) Unless otherwise defined in this Agreement, words and phrases that have not been defined shall have the meaning ascribed to them in the licenses issued by the OEB pursuant to the Act or the *Electricity Act, 1998*, as the case may be; and
- (l) Headings are for convenience only and shall not affect the interpretation of this Agreement. Words importing the singular include the plural and vice versa. A reference to a document or a provision of a document includes an amendment or supplement to, or a replacement of, that document or that provision of that document.

### **3. Services**

- 3.1. The Contractor shall provide to the Township the services described in the Schedules hereto (the "**Services**") for the consideration set out therein.
- 3.2. The Contractor and its personnel will, in providing Services hereunder, comply with the reasonable policies, requests, standard rules, regulations and other requirements of the Township regarding safety and health, personal, professional and security conduct generally applicable were the Township to carry out the Services on its own behalf and which the Township has provided to the Contractor from time to time



- 3.3. The Township and the Contractor may, from time to time, agree to modifications to the Services
- 3.4. Representatives of the Contractor who perform any of the Services for or on behalf of the Contractor under this Agreement shall not be considered agents or employees of the Township for any purpose whatsoever. The Contractor will be solely responsible for the compensation of all its Representatives and will comply with any statutory obligations under Laws and Regulations as their employer, if applicable.
- 3.5. Each Party shall ensure accounting and financial separation (as that phrase is used in the ARC) and shall maintain separate financial records and books of account.
- 3.6. Except as otherwise expressly provided herein, risk of over- or under-provision of Services shall be borne by the Contractor.
- 3.7. Each Party agrees that its Representatives shall exercise due care that no person or property is injured and that no rights are infringed in the performance of or in respect, to this Agreement.
- 3.8. The Township shall provide the Contractor, as needed, with By-Laws, Fees and Charges for Water and Sewer Services provided by the Municipality, water meter details, dates of water meters being connected/disconnected, opening/closing water meter readings, addition or removal of water and/or sewer services from a property (properties), whether in paper, digital or other format, reasonably necessary or appropriate for the purpose of delivery of the Services by the Contractor.
- 3.9. The Township shall promptly notify and provide the Contractor with any changes or updates to the water and/or sewer infrastructure (i.e. removal or addition of services) or upon any even or circumstance that would reasonably be expected to result in a change to the structure or count of water and/or sewer services.
- 3.10. The Township is responsible for the installation, testing, verification, accuracy, measurement of new and replacement of water meters.
- 3.11. The Township is responsible for providing the Contractor with updates/amendments concerning Resolutions, By-Laws, Government / Ministerial directives or regulatory changes that could affect the billing and collection of water/sewer accounts.
- 3.12. The Township is responsible for providing the Contractor with new/revised water and/or sewer rates as well as any associated fees or charges at least 30 days prior to their effective date.
- 3.13. The Township is responsible for investigation and resolution of customer claims concerning excessive water usage, illegal water use and/or water leaks.
- 3.14. The Township will act as a mediator and will have the ultimate decision in determining corrective action to resolve customer disputes concerning water / sewer billing or account collection.

#### **4. Fees and Payments**

- 4.1 The Contractor shall issue a cheque each month to the Township for water and sewer revenues billed (not collected). This cheque payment is based upon:
- (a) The water (both metered and non-metered) usage and sewer usage for all customers billed multiplied by the water and sewer rates as set by the Township;
  - (b) Any additional specific charges that the Township have requested the Contractor to apply to certain accounts;
  - (c) Excludes "Account Set-up" fee for "new" customer/tenants and landlords.
- 4.2 The Contractor shall invoice and receive payment from the Township for the services provided as detailed in Schedule A as follows:
- (a) The Contractor shall deliver a monthly invoice setting forth the aggregate fees due;
  - (b) The Township shall, within 30 days of the date after receipt of an invoice from the Contractor pursuant to this Agreement notify the Contractor of any amounts therein which the Township reasonably considers not properly due to the Contractor, provided that the Township shall be required to pay such disputed amounts and the Contractor shall be entitled to hold such amounts pending resolution of the dispute;
  - (c) Subject to Section 4.2(b), the Township shall pay the amounts set out in an invoice referred to in Section 4.2(a) in such manner as directed in the invoice within 30 days of the date of such invoice (unless expressly set out otherwise in the invoice, provided that the Contractor shall not be permitted to require payment by the Township of an invoiced amount within a time period less than 30 days).
- 4.3 Fees for Services within the terms of this Agreement do not include the Harmonized Goods and Services Tax (HST).
- 4.4 All Services provided by the Contractor as outlined in the Agreement and Schedules are subject to the charges specified therein. No additional fees or charges are applicable unless otherwise specified in the related Schedule.
- 4.5 If the Township fails to pay any such invoices within the time specified, interest shall accrue from the payment due date at the prime rate as stated by the TD Canada Trust Bank from time to time.

#### **5. Bi-Annual Review of Schedules**

- 5.1 The Parties shall review the contents of each Schedule on a bi-annual (every 2 years) basis. The purpose of such review shall be to determine whether the activities described in each Schedule continue to be accurate. The Parties shall also review the fees charged for each service, to ensure they continue to be set at appropriate levels.

- 5.2 In the event that during such a review, disagreements arise with respect to the suggested amendments to any Schedule and the Parties cannot settle these disagreements, either Party shall have the ability to require the contents of the Schedule or Schedules under disagreement to be submitted to dispute resolution in accordance with the provisions of Section 7 of this Agreement

## 6. **Indemnification**

- (a) Subject to Section 17 of this Agreement, each Party (the "**Indemnifying Party**") agrees to indemnify and hold harmless the other Party's Indemnified Parties (as hereinafter defined) from and against any and all losses, damages, injuries, liabilities or costs (collectively, "**Claims**") that such Indemnified Parties suffer or incur in connection with, or relating to: (i) any act or omission, negligence, willful misconduct, or fraud by the Indemnifying Party or those for whom the Indemnifying Party is in law responsible relating to its obligations under this Agreement, (ii) any default or breach by the Indemnifying Party or those for whom the Indemnifying Party is in law responsible of any representation, warranty, covenant, obligation, or agreement herein. For the purposes of this Section 6.1, a Party's "**Indemnified Parties**" means such Party and its directors, officers, shareholders, employees, agents and those for whom they are in law responsible;
- (b) Notwithstanding Section 17 of this Agreement, the Township shall indemnify and hold harmless the Contractors Indemnified Parties (other than the Township) in respect of Claims relating to or arising out of:
- (i) non-functioning water meter, water service or sewer service, where the incident or circumstance giving rise to the Claim arose prior to the date of this Agreement;
  - (ii) inadequate water and/or sewer service monitoring or reporting by the Township; and
  - (iii) inadequate or defective water and/or sewer service design or construction.

This indemnity shall survive the expiration or earlier termination of this Agreement.

## 7. **Dispute Resolution**

- 7.1 In the event of a dispute regarding this Agreement, before any party may submit the dispute to arbitration in accordance with Section 7.2, such party shall first provide written notice to the other party of the particulars of the dispute, following which the Parties shall use all reasonable efforts to resolve the dispute amicably, promptly and in good faith.
- 7.2 If pursuant to Section 7.1, the Parties cannot come to a resolution of a dispute regarding this Agreement within ten (10) Business Days of the date of receipt of the written notice referred to in Section 7.1, the dispute may be submitted to arbitration by either party subject, as applicable, to the provisions of Sections 7.1, 7.2 and 7.3. Arbitration shall be conducted pursuant to the *Arbitration Act, 1991* of Ontario, as amended and then in effect to the extent not inconsistent with the rules herein specified. Such arbitration shall be held

in Toronto Ontario, or in any other mutually agreed upon location. Unless otherwise mutually agreed, the dispute shall be heard by one arbitrator who has not previously been employed or otherwise retained by/or affiliated with a person that has been employed or otherwise retained by either party, does not have a direct or indirect interest in either party and shall be disinterested in the subject matter of the dispute. Such arbitrator shall either be as mutually agreed by the Parties within thirty (30) days after agreeing to arbitration or failing agreement, shall be selected under the rules of the *Arbitration Act, 1991* of Ontario. The judgment rendered by the arbitrator may be enforced in any court of competent jurisdiction.

- 7.3 All costs of the arbitration shall be paid equally by the Parties, unless the award shall specify a different division of the costs. Each party shall be responsible for its own expenses, including attorney's fees unless, the award shall specify differently.
- 7.4 Should the Parties submit to arbitration pursuant to Section 7.2, then the following arbitration rules shall apply. Subject to Section 7 hereof, the arbitrator shall be bound by the terms of this Agreement and may not detract from or add to its items. The Parties may by mutual agreement specify the rules that are to govern the arbitration proceedings and limit the matters to be considered. The findings and award of the arbitrator shall be final and conclusive and shall be binding upon the Parties and shall not be subject to appeal. Each party agrees that it will not bring a lawsuit concerning any dispute covered by the arbitration provision.

## **8. Audit Rights**

- 8.1 Any party to this Agreement may, at reasonable intervals, upon reasonable notice and at reasonable times during normal business hours, have such access to the records of the other party or Parties as is necessary for purposes of auditing, and investigating compliance with this Agreement. This access will be limited to information that is pertinent to the specific Services contemplated under the Schedules executed by the specific party initiating the compliance audit or investigation.

## **9. Term and Termination**

- 9.1 This Agreement is effective immediately following signing by all Parties hereto and shall continue in effect until terminated pursuant to this Agreement or otherwise pursuant to law.
- 9.2 The Agreement shall have a term of five years commencing on the date hereof. The term of this Agreement shall be extended at the end of the initial term and each extension thereof by one year unless a Party provides a notice of termination to the other Party of its intention to terminate the Agreement not later than one hundred and eighty (180) days prior to the end of the term then in effect.
- 9.3 In addition to the termination rights under Section 9.2, this Agreement may be terminated upon 180 days written notice by either the Contractor or the Township to terminate the Agreement, unless the Contractor and the Township mutually agree to an earlier termination date.

- 9.4 Following delivery and receipt of a notice under Section 9.2, this Agreement and all rights and obligations hereunder shall terminate, other than those rights and obligations expressly intended to survive such termination.

## **10. Force Majeure**

- 10.1 No Party shall be liable for a failure or delay in the performance of its obligations pursuant to this Agreement:
- (a) Provided that such failure or delay could not have been prevented by reasonable precautions;
  - (b) Provided that such failure or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, work around plans or other means; and
  - (c) If and to the extent such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions, strikes, lock outs or labour disruptions or revolutions in Canada, or any other similar causes beyond the reasonable control of such Party, (each, a "**Force Majeure Event**").

Upon the occurrence of a Force Majeure Event, the non-performing Party shall be excused from any further performance of those of its obligations pursuant to this Agreement affected by the Force Majeure Event only for so long as:

- (a) Such Force Majeure Event continues; and
- (b) Such Party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

The Party delayed by a Force Majeure Event shall:

- (a) Immediately notify the other Party of the occurrence of a Force Majeure Event; and
- (b) Describe in reasonable detail the circumstances causing the Force Majeure Event.

## **11. Confidentiality and Ownership of Information**

- 11.1 Each Party agrees that Confidential Information of the other Party shall be kept confidential.
- 11.2 Each Party shall take such reasonable measures as are necessary in order to comply with the confidentiality obligations under Section 11.1 above.
- 11.3 Information stored or produced by a Party on the sole behalf of the other Party, shall be the property of the Party on whose sole behalf such information is stored or produced. Where such information consists of an original report, computer programme, information, or intellectual property produced by a Party for the sole purpose of supplying Services to that

other Party and the cost of producing such report is included in the remuneration payable by such other Party, the property to such original report, computer programme, information, or intellectual property shall belong to such other Party. The foregoing shall not apply where information is stored or produced by a Party to this Agreement on behalf of a third party, or where the information is stored and produced by a Party for the mixed benefit of another party and the party which produced the information.

- 11.4 No independent contractor of the Contractor shall have access to any Confidential Consumer Information of the Township, except for purposes related to activities under this Agreement.
- 11.5 Both Parties agree that accounting and financial separation of the Contractor from the Township will be established and maintained. Further the Parties agree to protect the confidentiality of customer information, where applicable. This provision will include compliance with the provisions of the current version of section 5900 of the Canadian Institute of Chartered Accountants Handbook.
- 11.6 Notwithstanding Section 11.1,
- (a) The Parties hereby acknowledge and agree that the Contractor may be obligated to disclose Confidential Information relating to this Agreement to the OEB and any other Governmental Authority to which Utilities may be required to report in connection with filing a rate application with the OEB, under the Affiliate Relationships Code, the OEB's Reporting and Record Keeping Requirements or in accordance with any other Laws and Regulations;
  - (b) The Parties hereby acknowledge that they are both subject to MFIPPA and that as a result either Party may be required to disclose Confidential Information concerning this Agreement or the other Party in accordance with the provisions of MFIPPA;
  - (c) In the event that a Receiving Party is required by law to disclose any Confidential Information to a Governmental Authority, or any other person, including, without limitation, any disclosure required pursuant to a request under MFIPPA, such Party may so disclose; provided that it shall, to the extent permitted by Applicable Law, first inform the Disclosing Party of the request or requirement for disclosure to allow an opportunity for the Disclosing Party to apply for an order to prohibit or restrict such disclosure;
  - (d) The Township acknowledges and agrees that the use and disclosure of any information relating to the customers of Utilities is governed by requirements of the OEB Act and regulations, licences, codes and procedures established by the OEB ("**OEB Requirements**"). The Township acknowledges and agrees that if any of the Contractor's Confidential Information relating to its smart sub-metering providers, wholesalers, consumers, retailers or generators is disclosed to the Township or its Representatives hereunder, the Township shall strictly comply, and shall cause its Representatives to strictly comply with the OEB Requirements, the

requirements, policies or procedures of the Contractor, the ARC, MFIPPA and all other Laws and Regulations; and

- (e) The Contractor agrees and acknowledges that if any Personal Information is disclosed by the Township to the Contractor or its Representatives, the Contractor shall strictly comply and shall cause its Representatives to strictly comply with the requirements of MFIPPA and such other requirements, policies or procedures of the Township related to or arising from such disclosures, and all other Laws and Regulations.
- 11.7 Except for disclosures made pursuant to Section 11.6, as required by Laws and Regulations or any Governmental Authority or as required to fulfil the terms of this Agreement, each Party shall be responsible for any breach of this Agreement by the Party, its Representatives and any person to whom it discloses any Confidential Information or Personal Information. The Parties agree that a Disclosing Party would be irreparably injured by a breach of this Agreement by a Receiving Party or by any person to whom it discloses any Confidential Information or Personal Information and that monetary damages would not be a sufficient remedy. Therefore, in such event, the Disclosing Party shall be entitled to equitable relief, including injunctive relief without proof of actual damages, as well as specific performance. Such remedies shall not be deemed to be exclusive remedies for a breach of this Agreement but shall be in addition to all other remedies available at law or equity.
- 11.8 Subject to Laws and Regulations, upon completion or termination of this Agreement, or upon ten (10) days written notice from the Disclosing Party requesting return or destruction of any or all Confidential Information, the Receiving Party shall forthwith return to the Disclosing Party or destroy, without retaining any copies thereof unless otherwise required by Laws and Regulations, all such Confidential Information.

## **12. Records Maintenance**

- 12.1 Each Party shall maintain all relevant records relating to the performance of the Services for the Minimum Retention Period or such longer period of time as may be required under Laws and Regulations. Each Party shall provide those records to the other Party upon request and without delay, including as and when a Party requires the records for purposes of complying with Laws and Regulations or for purpose of responding to a request from or in a proceeding under the authority of a Governmental Authority.

## **13. Default and Remedies**

- 13.1 The occurrence of any one or more of the following events shall constitute a default (a "**Default**") by a Party (the "**Defaulting Party**") under this Agreement and shall constitute an "**Event of Default**" if such Default is not remedied prior to the expiry of any notice period and any cure period applicable to such Default:
- (a) If the Defaulting Party fails to pay any amount due to the other Party under this Agreement and such failure shall continue unremedied for sixty (60) days following notice in writing thereof to the Defaulting Party by the other Party; or

- (b) If the Defaulting Party fails in any material respect to perform or observe any of its other material obligations under this Agreement and such failure shall continue unremedied for a period of sixty (60) days following notice in writing thereof (giving particulars of the failure in reasonable detail) from the other Party to the Defaulting Party or such longer period as may be reasonably necessary to cure such failure (if such failure is capable of being cured), provided that the Defaulting Party:
- (i) Proceeds with all due diligence to cure or cause to be cured such failure; and
  - (ii) In proceeding so, can be reasonably expected to cure or cause to be cured such failure within a reasonable time frame acceptable to the other Party acting reasonably.

13.2 Unless otherwise agreed to in writing, in the event of an Event of Default the non-defaulting Party may terminate this Agreement as it relates to the non-defaulting Party upon notice in writing and all amounts payable by the defaulting Party hereunder, including under Section 6, shall become due and payable forthwith. The remedies in this Section 13 are expressly in lieu of any or all of the remedies which may be available to a Party in respect of or under this Agreement resulting from the furnishing, the failure to furnish or the quality of any Services.

#### **14. Successors and Assigns**

14.1 This Agreement shall enure to the benefit and be binding upon the Parties hereto and their respective successors and assigns, provided that there shall be no assignment of this Agreement without the prior written consent of the Parties hereto. The foregoing shall not prevent the Contractor from contracting out the performance of any of its obligations hereunder.

14.2 Written consent under Section 14.1 is not required where the transfer of the Agreement responsibilities to a successor or assign is necessary to fulfil the Party's statutory or regulatory obligations

#### **15. Notice of Claims**

15.1 The Township shall promptly give written notice to the Contractor, and the Contractor shall promptly give notice to the Township, of all material claims, proceedings, notices of regulatory non-compliance from any regulatory authority, disputes (including labour disputes) or litigation which it reasonably believes could have a material adverse effect on the fulfilment of any of the material terms hereof by the Township or the Contractor (whether or not any such claim, proceeding, dispute or litigation is covered by insurance) in respect of its own operations of which any of them is aware. Each Party shall provide the other Party with all information reasonably requested from time to time concerning the status of such claims, proceedings, notices, disputes, or litigation, and any developments relating thereto.



## 16. **Insurance**

16.1 Neither Party nor any of its subcontractors shall commence the performance of Services until such Party has obtained, at its own expense, the following minimum insurance coverage which it shall maintain in full force and effect for the duration of the Term:

- (a) Commercial General Liability insurance with limits of at least \$10,000,000.00 per occurrence involving bodily injury, personal injury, death, or property damage, with the other Party listed as an additional insured and including a cross-liability provision, and coverage for completed operations, non-owned auto, tenant's legal liability, coverage for hazardous operations, and contractual liability;
- (b) Professional Liability/Errors and Omissions Insurance that has limits of not less than \$5,000,000 per claim. The policy must be in place continuously from the commencement of the Agreement until two (2) years after the expiration of the Term;
- (c) Workers' Compensation Insurance applicable in the Province of Ontario for the Services or any portion of the Services is to be performed. The applicable Party shall ensure that all subcontractors, suppliers, agents, and invitees also qualify and carry such required insurance before providing Services. In the event that a subcontractor is exempt from workers compensation laws or requirements, (1) a letter to this effect must be written and signed by the workers compensation authority or applicable board for the jurisdiction in which the Services is to be performed, and
- (d) Delivered to the Parties prior to commencement of any Services and (2) the Commercial General Liability insurance required under Section 16.1(a) is to include Employer's Liability coverage.
- (e) Automobile Liability Insurance in compliance with any and all statutory motor vehicle liability requirements, for all owned, hired and non-owned vehicles in a Party's care, custody & control, with a Combined Single Limit of \$2,000,000 Bodily Injury Liability and Property Damage Liability per occurrence; and
- (f) Umbrella/Excess Liability Insurance may be in place to satisfy the insurance requirements set out in this Section 16.1, where applicable.

Neither Party shall cancel, allow to lapse or materially change in any way the insurance required pursuant to this Section 16.1 until 30 days after written notice of same is provided to the other Party. If a Party fails to provide or to maintain the insurance required by this Section 16.1, then the other Party shall have the right to provide and maintain such insurance, at the non-compliant Party's sole cost and expense.

16.2 All insurance must be placed with carriers holding a minimum financial rating of A-or better with A.M. Best and with insurers licensed to underwrite insurance in Canada. No requirement above shall impose on either Party a duty or obligation to verify the existence or adequacy of the insurance coverage maintained by the other Party, nor shall either Party be responsible for any representations or warranties made by the other Party to any

insurance company or underwriter. All insurance shall be primary over and noncontributing with, and not in excess of, any other insurance held or obtained by the other Party.

- 16.3 Each Party shall be responsible for the deductible amounts owing under its insurance policies.

**17. Limitation of Liability**

- 17.1 Other than as provided in Section 6(b), a Party's liability to the other Party hereunder in any fiscal year shall be limited to an aggregate dollar amount equal to the costs incurred by the Township for the Services to be provided by the Contractor in respect of such year in accordance with the Schedules hereto and shall be limited to direct damages. Neither Party will be liable to the other for any special, indirect, incidental or consequential damages, lost business revenue, loss of profits, whether based on breach of contract or tort (including negligence) or otherwise.

**18. Representations and Warranties of the Contractor**

- 18.1 The Contractor hereby represents and warrants to the Township as follows and acknowledges that the Township is relying on such representations and warranties in connection herewith:
- (a) The Contractor is a corporation, duly incorporated, validly existing and in good standing under the laws of the Province of Ontario and it has the rights, powers and privileges to execute and deliver this Agreement and to perform its obligations hereunder;
  - (b) The execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate action;
  - (c) This Agreement has been duly executed and delivered by the Contractor and constitutes a legal, valid and binding obligation of the Contractor, enforceable against the Contractor by the Township in accordance with its terms; and
  - (d) The Contractor has the necessary resources and expertise to acquire or perform the Services and its obligations hereunder.

**19. Representations and Warranties of the Township**

- 19.1 The Township hereby represents and warrants to the Contractor as follows and acknowledges that the Contractor is relying on such representations and warranties in connection herewith:
- (a) The Township is a corporation, duly incorporated, validly existing and in good standing under the laws of the Province of Ontario and it has the rights, powers and privileges to execute and deliver this Agreement and to perform its obligations hereunder;

- (b) The execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate actions; and
- (c) This Agreement has been duly executed and delivered by the Township and constitutes a legal, valid and binding obligation of the Township, enforceable against the Township by the Contractor in accordance with its terms.

## **20. Notices**

- 20.1 All notices required or desired to be given to any Party in connection with this Agreement or arising therefrom shall be in writing and shall be given by prepaid post or hand delivery at the following addresses:

To the Township:      The Corporation of the Township of Wellington North  
 7490 Sideroad 7 W, PO Box 125  
 Kenilworth, ON  
 N0G 2E0

Attention: CAO

To the Contractor:    Wellington North Power Inc.  
 290 Queen Street West, P.O. Box 359  
 Mount Forest, ON  
 N0G 2L0

Attention: CEO/President

or to such other address or individual as may be designated by written notice to the other Party. Any notice given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery hereof and if sent by prepaid post, on the third day after mailing.

## **21. Amendments**

- 21.1 Subject to any provisions of the Agreement to the contrary, any of the terms of this Agreement may be amended with the consent of both Parties and any and all amendments shall be in writing and executed by the appropriate authorized signing officers of each Party. All amendments shall be supplemental and form part of this Agreement.

## **22. Termination of Prior Agreements**

- 22.1 In the event that, immediately preceding the date hereof, either Party was providing Services to the other Party (collectively, "**Prior Services**") pursuant to formal or informal arrangements effected verbally or in writing (collectively, "**Prior Agreements**"), the Parties agree that such Prior Agreements shall terminate on the date of this Agreement.
- 22.2 Any settlement of accounts in relation to a Prior Agreement shall be completed within 90 days of the date hereof (the "**Settlement Period**"). Upon expiration of the Settlement Period, all accounts in relation to the Prior Agreements shall be deemed to be fully settled

and closed. The Parties acknowledge and agree that any failure by either Party to terminate or fulfil its obligations pursuant to a Prior Agreement or any action associated therewith shall not delay, hinder, modify, or invalidate any provision of this Agreement.

### **23. General**

- 23.1 If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable or contrary to law, then the remaining provisions of this Agreement, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each such provision of this Agreement shall be valid and enforceable to the extent granted by law. If any clause is deemed unenforceable or contrary to law, the parties shall alter the said clause and this agreement to produce enforceability or compliance with law such that the intent of the original clause is maintained and such change or alteration may be established through the dispute resolution clause in this agreement.
- 23.2 No delay or omission by a Party to exercise any right or power it has under this Agreement or to object to the failure of any covenant of any other Party to be performed in a timely and complete manner, shall impair any such right or power or be construed as a waiver of any succeeding breach or any other covenant. All waivers must be in writing and signed by the Party waiving its rights.
- 23.3 This Agreement constitutes the entire agreement among the Parties with respect to the Services, and there are no other representations, understandings or agreements, either oral or written, between the Parties other than as herein set forth.
- 23.4 This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein, excluding their rules governing conflicts of laws. The Parties hereby agree that, subject to Section 7, the courts of the Province of Ontario shall have exclusive jurisdiction over disputes under this Agreement, and the Parties agree that jurisdiction and venue in such courts is appropriate and irrevocably attorn to the jurisdiction of such courts.
- 23.5 The terms of Sections 4, 6, 7, 8, 11, 12, 15, 16, 17, 20, 23.4 and 23.9 shall survive the expiration of this Agreement or termination of this Agreement for any reason.
- 23.6 Subject to Section 6.1, each Party intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any person or entity other than the Parties.
- 23.7 The Parties agree that, subsequent to the execution and delivery of this Agreement and without any additional consideration, the Parties shall execute and deliver or cause to be executed and delivered any further legal instruments and perform any acts which are or may become necessary to effectuate the purposes of this Agreement and to complete the transactions contemplated hereunder.
- 23.8 This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which taken together will be deemed to constitute one and the same instrument. Delivery of an executed signature page to this Agreement

by any Party by electronic transmission will be as effective as delivery of a manually executed copy of the Agreement by such Party.

- 23.9 The terms and conditions hereof are the result of negotiations between the Parties and the Parties therefore agree that this Agreement shall not be construed in favour of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of this Agreement.
- 23.10 This Agreement shall not be deemed nor construed to be the formation of a partnership as between the Parties and only those matters that are specifically dealt with in this Agreement are to be the subject matter of any rights and obligations on the part of the Parties.

*[signature page follows]*

**IN WITNESS WHEREOF** the Parties have duly executed this Agreement on the date first above written.

**WELLINGTON NORTH POWER INC.**

Per:

\_\_\_\_\_

Name:

Title:

\_\_\_\_\_

Name:

Title:

I/We have authority to bind the corporation.

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

Per:

\_\_\_\_\_

Name:

Title:

\_\_\_\_\_

Name:

Title:

I/We have authority to bind the corporation.

## **SCHEDULE A**

### **SERVICES**

#### **1. Objective**

The Services shall be carried out by the Contractor with the objective ensuring the proper elements and commitments are in place to provide the service expectations of the Township for the provision of water and sewer billing and collections services as provided by the Contractor.

#### **2. Description of Services**

The following services, to be provided by the Contractor, are considered to be in-scope for this Agreement:

##### **2.1 Billing of Water and Sewer Accounts**

- a) The Contractor will bill water and sewer customer accounts every month.
- b) The Contractor will apply the following method for billing water and sewer accounts:
  - (i) For non-metered accounts, apply a flat rate fee for water and sewer as established by the Township from time to time.
  - (ii) For metered accounts, take metered usage multiplied by the rate for water and sewer as set by the Township.
- c) For an account where there is no sewer infrastructure supplied or maintained by the Township of Wellington North, the Contractor will bill only for water usage.
- d) The Contractor will include water and sewer charges on the service provider's electricity invoice.
- e) Monthly invoices will be issued to customers on/shortly after the 15<sup>th</sup> of every month.
- f) Prior to issuing customer invoices, the Contractor will perform validation checks on a sample of bills to ensure correctness of rates applied, and where appropriate, metered volume.
- g) For metered accounts, the Contractor will:
  - (i) Obtain a reading from the meter at the property at the end of each month.
  - (ii) The readings will be collected by a Meter Reader under the direction of the Contractor using a hand-held device. Readings will be downloaded into the Contractor's IT systems to enable billing.
  - (iii) Downloaded readings will be validated including:
    - Was a reading obtained?

- Is the reading exceptionally high or low when compared to prior months and/or same month last year?
- h) If a reading was not obtained, the Contractor will:
- (i) Create an "Estimate Read" based on prior month's readings.
  - (ii) For a "Final" account (i.e. customer is vacating the property), if the meter reading is not available, the Contractor will contact the Township's water department and request a site visit to obtain a reading that can be used for final billing of the account. The Township's water department staff will provide the Contractor with a meter reading as soon as possible.
  - (iii) If no actual meter reading is available at the time of generating monthly bills, the Contractor will use an "Estimated Meter Reading" to final the account.
- i) For "exceptionally high or low readings", the Contractor will:
- (i) Pro-actively contact the customer before issuing the monthly bill.
  - (ii) Contact will be either by telephone or e-mail advising a higher meter reading has been taken and this month's invoice will be higher than normal.
  - (iii) Suggest the customer may want to check their property for any signs of water leaks or faucets/valves that have not been turned off.
  - (iv) The Contractor will mail the monthly invoice to the customer as per normal.
- j) The Contractor is responsible for the privacy and security of customer's information and customer data.
- k) The Contractor is responsible for the set-up and testing of revised/new water and sewer rates and/or charges as provided from the Township.
- l) The Contractor requires information of amended/new rates and/or charges relating to water and/or sewer from the Township a minimum of 30 days prior to their effective date to enable the Contractor to set-up and test the rates in the billing system.

## 2.2 Collection of Water & Sewer Accounts

- a) The Contractor will perform diligent collection of monies owed on water and sewer accounts.
- b) For customer payment of water and sewer usage, the Contractor will allocate monies received to the customer's water and sewer accounts.
- c) The Contractor will maintain individual customer account records to show current balance and overdue balance for water and sewer accounts.



- d) The Contractor will pursue overdue balances as part of their collections processes utilizing best industry practices.
- e) The Contractor will provide information to the Township of customer accounts where water and/or sewer balances are in arrears by more than 90 days past their payment due date.
- f) For customer accounts in arrears by more than 90 days past their payment due date, the Township will:
  - i. Inform the Contractor on any action that has been taken to address the arrears situation; and
  - ii. Inform the Contractor what action is required regarding billing and collections (e.g. Township may decide to turn off the water service until the debt is paid, therefore the Contractor to inform the Township of when the customer payment has been received so the supply can be reconnected.)
- g) The Contractor will monitor customers who have left the Township with a balance owing on their water/sewer. Should such customer return to the area and request the set-up of an account, the Contractor will seek payment for their "debt" for unpaid water/sewer usage. Any monies collected by the Contractor for this 'bad debt' will be passed onto the Township.

### 2.3 Customer Queries

- a) The Contractor will handle and answer customer telephone calls, e-mails and correspondence regarding general queries concerning water and/or sewer invoices, rates and usage.
- b) For technical queries (i.e. how are "flat rates" determined), the Contractor will forward the customer details to the Township who will be responsible for replying to the customer.
- c) If there is a dispute that cannot be resolved between the Contractor and the customer, the Contractor will escalate this to the Township together with necessary information. The Township will have the ultimate decision in determining corrective action to resolve the water and/or sewer dispute.

### 2.4 Exceptions

- a) In isolated or extreme circumstances, the Township maintains the right to request the Contractor to use alternative usage data to bill customers for their water/sewer usage. (For example, in prolonged periods of cold weather, the Township may advise customers to run taps to prevent their water pipes from freezing. In this isolated circumstance, the Township will notify the Contractor how to bill customer metered accounts for that particular period. This will involve the Township and the Contractor sharing data and assumptions to formulate a solution that satisfies the Township's expectations.)

## 2.5 Reports

- a) The Contractor will provide data to the Township regarding water and/or sewer information as requested within 5 business days of the request being made.
- b) The Contractor will provide information to the Township of customer accounts where water and/or sewer balances are in arrears by more than 90 days past their payment due date.
- c) On a quarterly basis, the Contractor will provide information to the Township of any customers whose debt has been written-off (e.g. the customer has received a "Final Bill" as they are vacating the property, payment has not been received within 90 days and the customer is uncontactable or refusing to pay the arrears.)

## 2.6 Meter Reader

For metered water accounts, the Contractor will utilize the services of a Water Meter Reader. The Water Meter Reader is required to use a hand-held device to obtain readings from the water meters that have been installed by the Township.

- a) Hiring of Water Meter Reader - the Contractor will be responsible for the hiring of a Water Meter Reader and the terms of employment/independent contractor agreement associated with this position.
- b) Insurance of Water Meter Reader - the Contractor will pay the Workplace Safety and Insurance Board (WSIB) premiums associated for the Water Meter Reader during the water meter reading duties.
- c) Water Meter Reader Compensation - the Water Meter Reader will be compensated based on a dollar (\$) cost per water meter read and Mileage travelled (with an upper mileage limit) as per Independent Contractor Agreement between the Reader and the Contractor.
- d) The Contractor will recover 100% of compensation paid to the Water Meter Reader from the Township.
- e) Any amendments or revisions to these compensation rate amounts will be reviewed and approved by both the Township and the Contractor prior to renewing, renegotiating or negotiating an Agreement with the Water Meter Reader.

## 3. Service Level Standards

The Contractor shall meet the following service level standards:

### 3.1 Billing of Water & Sewer Accounts:

- a) The Contractor will bill water and sewer accounts every month.

- b) Monthly invoices will be mailed / electronically delivered to customers on/shortly after the 15<sup>th</sup> of every month.

### 3.2 **Collection of Payment of Water & Sewer Accounts:**

- a) The Contractor will perform diligent collection of monies owed on water and sewer accounts and will allocate monies received to the customer's water and sewer accounts.
- b) The Contractor will provide information to the Township of customer accounts where water and/or sewer balances are in arrears by more than 90 days past their payment due date.

### 3.3 **Reports**

- a) The Contractor will provide data to the Township regarding water and/or sewer information as requested within 5 business days of the request being made.
- b) The Contractor will provide information to the Township of customer accounts where water and/or sewer balances are in arrears by more than 90 days past their payment due date.
- c) On a quarterly basis, the Contractor will provide information to the Township of any customers whose debt has been written-off (e.g. the customer has received a "Final Bill" as they are vacating the property, payment has not been received within 90 days and the customer is uncontactable or refusing to pay the arrears.)

## 4. **Outcome Targets**

The Contractor shall make commercially reasonable efforts to bill and collect the water and/or sewer customer accounts on behalf of the Township such that the following outcome targets are met:

| Feature     | Outcome Targets  |
|-------------|--|
| Billing     | <ul style="list-style-type: none"> <li>○ To bill all applicable water and sewer accounts every month accurately and correctly.</li> </ul>  |
| Collections | <ul style="list-style-type: none"> <li>○ To diligently collect monies owed on water and sewer accounts from customers.</li> <li>○ To correctly allocate monies received to the customer's water and sewer accounts.</li> <li>○ To work with customers to maintain a good standing of their water/sewer account balance.</li> </ul> |

## **5. Apportionment of Costs**

### **5.1 Hardware and Software Information Technology (IT) costs**

- a) The Township and the Contractor will share hardware/software costs related to only one-off items considered to be essential to the provision of water and sewer billing and collection. Such items include, but not limited to:
  - i. Billing software / Customer Information System (CIS) upgrades;
  - ii. Meter reading equipment (hand-held devices and transfer equipment);
  - iii. Licence for meter reading software / equipment;
  - iv. Software to back-up meter reading data and software on network drive;
- b) Cost sharing will be agreed prior to any hardware/software purchases by the CEO/President of the Contractor and the CAO of the Township (or to such other address or individual as may be designated by written notice to the other Party).

### **5.2 Other Costs**

- a) The Township and the Contractor will share costs related to one-off items considered to be essential to the provision of water and sewer billing and collection.
- b) Cost sharing will be agreed prior to any purchases by the CEO/President of the Contractor and the CAO of the Township (or to such other address or individual as may be designated by written notice to the other Party.)

## **6. Apportionment of Risk**

The Contractor shall be liable as provided in this Agreement for risks associated with failure to provide the services as described and the service level standards provided herein and for any other breach of its obligations under this Agreement, subject to the terms and conditions hereof, including Section 17.1. The Township shall be liable as provided herein for risks associated with failure to compensate the Contractor and for any other breach of its obligations under this Agreement, subject to the terms and conditions hereof, including Section 17.1. Each Party shall also bear risks associated with its indemnification obligation as provided in Section 6 hereof.

## SCHEDULE B

### SERVICES

#### 1. Account Set-up Fees

- a) The Contractor will be responsible for determining and setting an appropriate fee to set-up new accounts for water and/or sewer customers ("Account Set-Up Fee").  
The "Account Set-Up Fee" represents the Contractor's Fully Allocated Cost associated with each category of Contractor Personnel likely to provide Services under this Agreement.
- b) This is a one-time set-up fee to cover the administrative tasks that include:
- i. Creating a new account in customer information and billing systems;
  - ii. Confirming water/sewer rates correctly inputted and attached to the customer's account;
  - iii. Advising the customer how water and sewer rates are charged and how they appear on their bill; and
  - iv. Validation of opening meter reading for the first bill issued.
- c) Water and sewer account set-up fees paid by "new" customers/tenants and landlords will be retained by the Contractor.
- d) The Contractor has the right to review and adjust the "Account Set-up Fee" for water and sewer services paid by "new" customers / tenants and landlords.
- e) For any adjustments to this fee, the Contractor will inform and obtain Township approval. The Township will update relevant By-laws and appropriate Schedule and provide copies to the Contractor.

#### 2. Rates

- a) All materials and labour will be charged at the applicable rate set out in Section 2 of Schedule B.
- b) As agreed with the Township, there will be a standard ("same") chargeable rate for both water and sewer billing and collection services provided by the Contractor.
- c) For the period **January 1, 2023 to December 31, 2024**, the Contractor will charge the Township the following rates:

| Year | Charge-Out Item              | Rate                                  |
|------|------------------------------|---------------------------------------|
| 2023 | Water billing and collection | \$1.29 per customer account per month |
|      | Sewer billing and collection | \$1.29 per customer account per month |
| 2024 | Water billing and collection | \$1.31 per customer account per month |
|      | Sewer billing and collection | \$1.31 per customer account per month |

- d) The Contractor will issue a monthly invoice to the Township for review and payment.

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

**BY-LAW NUMBER 134-22**

**BEING A BY-LAW TO APPOINT MEMBERS TO THE ARTHUR  
BUSINESS IMPROVEMENT AREA BOARD OF DIRECTORS**

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

1. **THAT** the following individuals be appointed to the Arthur Business Improvement Area Board of Directors for the 2022 - 2026 term:
  - Chair Angela Alaimo
  - Gord Blyth
  - Jim Coffey
  - Paula Coffey
  - Money Dadwin
  - Sheila Faulkner
  - Tom Gorecki as voting Directors
  - Mitch Keirstead as a non-voting Director
  - Councillor Lisa Hern
2. **THAT** the Mayor and the Clerk are hereby authorized and directed to sign the appointment by-law.
3. **THAT** this By-law shall come into effect on passage.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
THIS 19TH DAY OF DECEMBER, 2022.**

---

**ANDREW LENNOX, MAYOR**

---

**KARREN WALLACE, CLERK**

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

**BY-LAW NUMBER 135-22**

**BEING A BY-LAW TO APPOINT MEMBERS TO THE MOUNT  
FOREST BUSINESS IMPROVEMENT AREA BOARD OF  
DIRECTORS**

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

1. **THAT** the following individuals be appointed to the Mount Forest Business Improvement Area Board of Directors for the 2022 – 2026 term:

Chair Andrew Coburn,  
Dwight Benson,  
Jessica McFarlane,  
Kathleen Delchario,  
Kayla Morton,  
Bill Nelson as voting Directors  
Jayme Hewson as a non-voting  
Councillor Sherry Burke

2. **THAT** the Mayor and the Clerk are hereby authorized and directed to sign the appointment by-law.
3. **THAT** this By-law shall come into effect on passage.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
THIS 19TH DAY OF DECEMBER, 2022.**

---

**ANDREW LENNOX, MAYOR**

---

**KARREN WALLACE, CLERK**

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

**BY-LAW NUMBER 136-22**

**BEING A BY-LAW TO APPOINT MEMBERS TO THE WELLINGTON  
NORTH CULTURAL ROUNDTABLE**

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

1. **THAT** the following individuals be appointed to the Wellington North Cultural Roundtable for the 2022 – 2026 term:
  - Doris Cassan
  - Faye Craig
  - Sue Doherty
  - Linda Hruska
  - Bonny McDougall
  - Jess Pfisterer
  - Gerald Townsend
  - Councillor Penny Renken
2. **THAT** the Mayor and the Clerk are hereby authorized and directed to sign the appointment by-law.
3. **THAT** this By-law shall come into effect on passage.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
THIS 19TH DAY OF DECEMBER, 2022.**

---

**ANDREW LENNOX, MAYOR**

---

**KARREN WALLACE, CLERK**



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

**BY-LAW NUMBER 137-22**

**BEING A BY-LAW TO AUTHORIZE A FOURTH LEASE  
EXTENSION AND AMENDING AGREEMENT  
(KENILWORTH/OPP).**

**WHEREAS** The Corporation of the Township of Wellington North purchased the property being Part of Lot 20, Concession EOSR, Division 4 in the former Township of Arthur as described in registered Instrument No. WC288609 as of the 20<sup>th</sup> day of August, 2010.

**AND WHEREAS** the property was subject to a Lease with Her Majesty the Queen in Right of Ontario to expire on the 28<sup>th</sup> day of February, 2011 subject to the right of the Tenant to extend the Lease for a further five year term;

**AND WHEREAS**, Her Majesty the Queen in Right of Ontario elected to extend the said Lease (first) lease extension and amending agreement) for a further term of five years to February 29, 2016;

**AND WHEREAS**, Her Majesty the Queen in Right of Ontario elected to extend the said Lease (second) lease extension and amending agreement) for a further term of five years to February 29, 2018;

**AND WHEREAS**, Her Majesty the Queen in Right of Ontario elected to extend the said Lease (third) lease extension and amending agreement) for a further term of five years to February 29, 2023;

**AND WHEREAS**, Her Majesty the Queen in Right of Ontario has now elected to extend the said Lease (fourth) lease extension and amending agreement) for a further term of five years to February 28, 2025 in substantially the form attached hereto as Schedule A

***NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH*** enacts as follows:

The Mayor and Clerk are hereby authorized and directed to sign a Lease Extension and Amending Agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Infrastructure in substantially the same form as the draft Lease Extension and Amending Agreement as of March 1, 2018 with a termination date of February 28, 2025, attached hereto as Schedule A.

***READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 19TH DAY OF DECEMBER, 2022.***

---

**ANDREW LENNOX MAYOR**

---

**KARREN WALLACE, CLERK**

**FOURTH LEASE EXTENSION AND AMENDING AGREEMENT**

**THIS AGREEMENT** made in duplicate as of March 1, 2023.

**B E T W E E N:**

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

(the “**Landlord**”)

- and -

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO AS REPRESENTED BY THE  
MINISTER OF INFRASTRUCTURE**

(the “**Tenant**”)

**WHEREAS:**

- A. By a lease dated February 27, 2007 (the “**Original Lease**”), the Wellington Catholic District School Board (the “**Original Landlord**”) leased to Her Majesty, the Queen in right of Ontario as represented by the Minister of Public Infrastructure Renewal (the “**MPIR**”) the premises more particularly described as the entire building, comprising a rentable area of approximately nine thousand, nine hundred (9,900) square feet (the “**Rentable Area of the Premises**”), in the building municipally known as 9135 Highway #6 (the “**Building**”), in the Hamlet of Kenilworth in the former Township of Arthur, in the Township of Wellington North, in the County of Wellington, in the Province of Ontario, as more particularly described in Schedule A attached thereto and outlined on the plan attached to the Original Lease as Schedule B thereto (the “**Premises**”) for a term of five (5) years, commencing on March 1, 2006 and expiring on February 28, 2011 (the “**Original Term**”), in addition to other terms and conditions as set out therein.
- B. Pursuant to the terms of the Original Lease, the MPIR was entitled to extend the Original Term for one (1) additional term of five (5) years.
- C. By Order in Council No. 1617/2008, approved and ordered September 17, 2008, all of the powers and duties assigned by law to the MPIR in respect of infrastructure and any other matters were transferred and assigned to Minister of Energy and Infrastructure (“**MEI**”).
- D. On August 20, 2010, ownership of the Building and all the rights and obligations under the Original Lease were transferred from the Original Landlord to the Landlord, who is the current registered owner on title.
- E. By Order in Council No. 1320/2010, approved and ordered September 15, 2010, all of the powers and duties assigned by law to the MEI under Order in Council No. 1617/2008 in respect of infrastructure matters, including but not limited to the powers, duties, functions and responsibilities of the MEI in respect of the *Ministry of Government Services Act*, R.S.O. 1990, c.M.25 in respect of real property matters, were transferred and assigned to the Minister of Infrastructure (“**MOI**”).
- F. The MOI exercised its right to extend the Original Term by a lease extension and amending agreement dated March 1, 2011 (the “**First Lease Extension and Amending Agreement**”) with an extension term commencing on March 1, 2011 and expiring on February 29, 2016 (the “**First Extension Term**”), in addition to other terms and conditions as set out therein.
- G. The Landlord and MOI agreed to extend the First Extension Term by a lease extension and amending agreement dated November 1, 2013 (the “**Second Lease Extension and Amending Agreement**”) with an extension term commencing on March 1, 2016 and expiring on February 28, 2018 (the “**Second Extension Term**”), in addition to other terms and conditions as set out therein.

- H. Pursuant to the terms of the Second Lease Extension and Amending Agreement, the MOI was entitled to extend the Second Extension Term for one (1) additional term of five (5) years.
- I. Ontario Infrastructure and Lands Corporation (“OILC”) has been delegated MOI’s authorities and responsibilities with respect to real property in the name of MOI subject to certain conditions by Delegation of Authority of Ontario Infrastructure and Lands Corporation under the *Ministry of Infrastructure Act*, 2011, S.O. 2011, c. 9, Sched. 27.
- J. By Order in Council No. 1376/2011, approved and ordered July 19, 2011, the MOI shall exercise the powers and duties assigned by law to the MOI or that may otherwise be assigned to or undertaken by the MOI in respect of infrastructure and any other matters related to the MOI’s portfolio.
- K. The MOI exercised its right to extend the Second Extension Term by a third lease extension and amending agreement dated March 1, 2018 (the “**Third Lease Extension and Amending Agreement**”) with an extension term commencing on March 1, 2018 and expiring on February 28, 2023 (the “**Third Extension Term**”), in addition to other terms and conditions as set out therein.
- L. Pursuant to the terms of the Third Lease Extension and Amending Agreement, the MOI was entitled to extend the Third Extension Term for one (1) additional term of two (2) years.
- M. By Order in Council No. 219/2015, approved and ordered February 18, 2015, all of the powers and duties previously assigned and transferred to the MOI under Order in Council No. 1376/2011, save and except as set out in Order in Council No. 219/2015, were assigned and transferred to the Minister of Economic Development, Employment and Infrastructure (“**MEDEI**”).
- N. By Order in Council No. 1342/2016, approved and ordered September 14, 2016, all of the powers and duties previously assigned and transferred to the MEDEI under Order in Council No. 219/2015 in respect of infrastructure and other matters are assigned and transferred to the MOI.
- O. By Order in Council No. 1152/2018, approved and ordered October 22, 2018, certain responsibilities in respect of government property under the *Ministry of Infrastructure Act*, 2011, S.O. 2011, c. 9, Sched. 27 and other responsibilities were assigned and transferred from the MOI to the Minister of Government and Consumer Services (“**MGCS**”).
- P. By Order in Council No. 1198/2022, approved and ordered August 29, 2022, certain responsibilities in respect of Government property under the *Ministry of Infrastructure Act*, 2011, S.O. 2011, c. 9, Sched. 27 and other responsibilities were assigned and transferred from the MGCS to the MOI.
- Q. By a letter dated August 31, 2022, the Tenant exercised its right to extend the Third Extension Term in accordance with the terms of the Third Lease Extension and Amending Agreement, with a fourth extension term commencing on March 1, 2023 and expiring on February 28, 2025 (the “**Fourth Extension Term**”), in addition to other terms and conditions as set out herein.
- R. The Original Lease, as amended and extended, provides that any extensions shall be upon the same terms and conditions of the Original Lease, as amended and extended, except for the amount of the Net Rent, which shall be determined by mutual agreement.
- S. The Landlord and the Tenant have agreed on the amount of the Net Rent for the Fourth Extension Term.
- T. The Original Lease, the First Lease Extension and Amending Agreement, the Second Lease Extension and Amending Agreement, the Third Lease Extension and Amending Agreement and this fourth lease extension and amending agreement (the “**Fourth Lease Extension and Amending Agreement**”) are hereinafter collectively referred to as the “**Lease**”, except as specifically set out herein.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the mutual promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto agree as follows:

**1. CONFIRMATION OF RECITALS**

The parties hereto confirm that the foregoing recitals are true in substance and in fact.

**2. EXTENSION OF LEASE**

The parties hereto agree that:

- (a) The Lease is hereby extended for the Fourth Extension Term.
- (b) The Fourth Extension Term shall commence on March 1, 2023 and expire on February 28, 2025.

**3. RENT FOR THE FOURTH EXTENSION TERM**

- (a) The Net Rent payable for the Fourth Extension Term shall be Forty-Nine Thousand, Five Hundred Dollars (\$49,500.00) per annum (based on a rate of Five Dollars (\$5.00) per square foot of the Rentable Area of the Premises per annum), payable in equal monthly installments of Four Thousand, One Hundred and Twenty-Five Dollars (\$4,125.00), each on the first day of each month during the Fourth Extension Term, the first of such monthly installments to be due and payable on March 1, 2023.
- (b) Pursuant to Paragraph 3 of Schedule D of the Original Lease, Operating Costs payable for the Fourth Extension Term shall be Ten Thousand Dollars (\$10,000.00) per annum, payable in equal monthly instalments of Eight Hundred and Thirty-Three Dollars and Thirty-Four Cents (\$833.34), each on the first day of each month during the Fourth Extension Term.
- (c) The Tenant shall pay, as Additional Rent, directly to the Landlord or, at the Landlord's direction directly to the taxing Authority, the Tenant's Proportionate Share of Realty Taxes in accordance with Schedule G of the Original Lease.

**4. AMENDMENT OF LEASE**

The extension contemplated in Section 2 of this Fourth Lease Extension and Amending Agreement is subject to all the covenants and conditions contained in the Original Lease, as amended, renewed and extended from time to time, save and except that:

- (a) The Original Lease is amended as follows:
  - (i) Paragraph (f) of the Summary, as amended, is deleted in its entirety and replaced with the following address for the Landlord for the purposes of delivering notices in accordance with Section 6.17) of the Original Lease, as amended:

The Corporation of the Township of Wellington North  
 7490 Sideroad 7 West  
 P.O. Box 125  
 Kenilworth, Ontario N0G 2E0  
 Attention: Darren Jones, Property Manager  
 Fax: (519) 848-3228  
 Email: [djones@wellington-north.com](mailto:djones@wellington-north.com)  
 Telephone: (519) 848-3620, Ext. 4462

- (ii) Paragraph (g) of the Summary, as amended, is deleted in its entirety and replaced with the following address for the Tenant for the purposes of delivering notices in accordance with Section 6.17 of the Original Lease, as amended:

Ontario Infrastructure and Lands Corporation  
 1 Dundas Street West, Suite 2000

Toronto, Ontario M5G 1Z3  
 Attention: Vice President, Real Estate Operations  
 Fax: (416) 327-1906  
 Email: [REOpsnotices@infrastructureontario.ca](mailto:REOpsnotices@infrastructureontario.ca)

With a copy to:

Ontario Infrastructure and Lands Corporation  
 1 Dundas Street West, Suite 2000  
 Toronto, Ontario M5G 1Z3  
 Attention: Director, Legal (Leasing and Contract Management)  
 Fax: (416) 327-3376  
 Email: [LeasingNotices@infrastructureontario.ca](mailto:LeasingNotices@infrastructureontario.ca)

And an additional copy to:

CBRE Limited  
 120 Bremner Boulevard, Suite 1100  
 Toronto, Ontario M5J 0A8  
 Attention: Global Workplace Solutions – Director, Lease Administration – OILC  
 Fax: (416) 775-3989  
 Email: [io\\_lease\\_admin@cbre.com](mailto:io_lease_admin@cbre.com)

- (iii) Section 6.17, Notices, shall be deleted in its entirety and replaced with the following:

**“Section 6.17  
 Notices**

Any notice required or contemplated by any provision of this Lease shall be given in writing addressed in the case of notice to the Landlord to the address set out in Paragraph (f) of the Summary and in the case of notice to the Tenant to the address set out in Paragraph (g) of the Summary, and delivered by prepaid courier or by facsimile or by email or mailed by registered mail and postage prepaid enclosed in a sealed envelope. The time of giving of notice by either registered mail shall be conclusively deemed to be the fifth (5<sup>th</sup>) Business Day after the day of such mailing. Such notice, if delivered by courier or if delivered by facsimile or by email, shall be conclusively deemed to have been given and received at the time of such delivery during normal business hours or on the next business day following if delivered outside of normal business hours in Ontario. The parties hereto acknowledge and agree that notwithstanding anything to the contrary in the *Electronic Commerce Act, 2000*, S.O. 2000, c.17, as amended or replaced from time to time, any notice, statement, demand, request or other instrument which may be or is required to be given under this Lease or at law may not be validly delivered by way of electronic communication, save as specifically provided in this Section 6.17.

Notwithstanding the foregoing or anything to the contrary in this Lease, any notice delivered by the Landlord to the Tenant relating to a default by the Tenant under this Lease must be delivered by prepaid courier or by registered mail postage prepaid (while a copy of such notice may be delivered by facsimile or email, delivery by such method(s) alone will not be considered sufficient notice hereunder).

Either party may at any time during the Term by giving notice to the other party (in the manner provided above) change the address of the party giving such notice, and thereafter the address as set out in Paragraph (f) or (g) of the Summary, as the case may be, shall be deemed to be the address so changed.”

- (iv) Section 6.32, Further Assurances, shall be inserted as follows:

**“Section 6.32**

### **Further Assurances**

The parties hereto shall execute and deliver all such other instruments and take all such other actions as any party may reasonably request from time to time in order to effect the terms and conditions of this Lease. The parties shall cooperate with each other and their respective counsel and accountants in connection with any actions to be taken as a part of their respective obligations under this Lease.”

## **5. GENERAL**

- (a) The Landlord and the Tenant hereby mutually covenant and agree that during the Fourth Extension Term they shall perform and observe all of the covenants, provisos and obligations on their respective parts to be performed pursuant to the terms of the Lease, as amended and extended hereby.
- (b) The Tenant shall continue to have the right to terminate the Lease upon giving the Landlord one hundred and eighty (180) days’ prior written notice, as per Section 4(c)(ii) of the Second Lease Extension and Amending Agreement.
- (c) The Tenant has no further rights to extend the Lease beyond the expiry of the Fourth Extension Term.
- (d) The Lease shall be binding upon and enure to the benefit of the parties and hereto and their respective heirs, executors, administrators, successors and assigns, subject to the express restrictions contained therein.
- (e) The parties agree that this Fourth Lease Extension and Amending Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall be construed together as a single binding instrument. Such counterparts may be delivered by facsimile or other electronic means, including by electronic mail in portable document format (PDF). The electronic signature of any party hereto shall constitute a valid and binding signature with the same effect as an original signature endorsed hereon. Any party delivering an executed counterpart of this Fourth Lease Extension and Amending Agreement by facsimile or by electronic transmission shall, if requested, also deliver an originally executed counterpart within seven (7) days of the facsimile or electronic transmission. Failure to deliver an originally executed copy shall not affect the validity, enforceability or binding effect of this Lease.
- (f) Capitalized expressions used herein, unless separately defined herein, have the same meaning as defined in the Lease, as amended and extended.
- (g) The provisions of this Fourth Lease Extension and Amending Agreement shall be interpreted and governed by the laws of the Province of Ontario.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

(h) The Landlord acknowledges that the Lease and any information contained herein, may be required to be released pursuant to the provisions of the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.F.31 and the Digital and Data Directive as amended. This acknowledgement shall not be construed as a waiver of any right to object to the release of the Lease or of any information or documents.

**“Digital and Data Directive”** means the Management Board of Cabinet’s Digital and Data Directive, published on January 29, 2021, as amended from time to time.

**EXECUTED** by each of the parties hereto under seal on the date written below.

**SIGNED, SEALED AND DELIVERED**

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

By: \_\_\_\_\_

Name:

Title:

Authorized Signing Officer

By: \_\_\_\_\_

Name:

Title:

Authorized Signing Officer

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF INFRASTRUCTURE, AS REPRESENTED BY ONTARIO INFRASTRUCTURE AND LANDS CORPORATION**

By: \_\_\_\_\_

Name:

Title:

Authorized Signing Officer



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

**BY-LAW NUMBER 138-22**

**BEING A BY-LAW TO ESTABLISH THE FEES AND CHARGES FOR  
WATER AND SEWER SERVICES PROVIDED BY THE  
MUNICIPALITY AND TO REPEAL BY-LAW 120-21**

**WHEREAS** Section 391. (1) of *the Municipal Act*, 2001 S.O. Chapter 25 as amended (hereinafter called “the Act”) permits a municipality and a local board to pass by-laws imposing fees or charges on any class of persons

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

1. **THAT** the fees and charges for various municipal services are established as shown in the Schedules attached hereto and forming part of this By-law:  
  
Schedule “A” - Water & Sewer  
Schedule “B” - Water & Sewer Rates
2. **THAT** the effective date of the fees and charges is January 1, 2023
3. **THAT** all fees and charges will be subject to applicable taxes [including but not limited to, Provincial Sales Tax (P.S.T.), Goods and Services Tax (G.S.T.) and Harmonized Sales Tax (H.S.T.).
4. That unpaid fees and charges imposed pursuant to this by-law are subject to an interest rate of one and one-half percent per month.
5. **THAT** all charges payable under this by-law including taxes, interest and collection costs constitute a debt of the person or persons charged and if unpaid, where permissible, shall be added to the tax roll for any property in the Township of Wellington North owned by such person or persons and may be collected in the same manner as taxes, in accordance with Section 398 *Municipal Act*, 2001 S.O. Chapter 25 as amended.

6. **THAT** this by-law shall be known as the “Water and Sewer Fees and Charges By-law”.
7. **THAT** By-law 120-21 is hereby repealed

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
THIS 19<sup>th</sup> day of DECEMBER, 2022.**

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**ANDREW LENNOX, MAYOR**

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**KARREN WALLACE, CLERK**

**SCHEDULE "A"****WATER AND SEWER**

Effective January 1, 2023

| <b>Water/Sewer Servicing Charges</b>   | <b>2022</b> | <b>2023<br/>(Proposed)</b> |
|--|-------------|----------------------------|
| Paved Road with curb and/or sidewalk up to 1" service  | \$ 3,152.49 | \$3,199.78                 |
| Paved Road with curb and/or sidewalk 1 ½" to 4" service  | \$ 4,413.48 | \$4,479.68                 |
| Paved Road with curb and/or sidewalk 6" service  | \$ 4,938.90 | \$5,012.98                 |
| Paved Road up to 1" service  | \$ 2,627.07 | \$2,666.48                 |
| Paved Road 1 ½" to 4" service  | \$ 3,888.07 | \$3,946.39                 |
| Paved Road 6" service  | \$ 4,413.48 | \$4,479.68                 |
| Gravel Road up to 1" service   | \$ 2,311.82 | \$2,346.50                 |
| Gravel Road Services 1 ½" to 4" service  | \$ 3,572.82 | \$3,626.41                 |
| Gravel Road 6" service   | \$ 4,098.24 | \$4,159.71                 |
| <b>Sanitary Sewer</b>  |             |                            |
| Paved road with curb and/or sidewalk up to 6" service  | \$ 3,782.99 | \$3,839.73                 |
| Paved road with curb and/or sidewalk over 6" service   | \$ 4,617.44 | \$4,686.70                 |
| Paved road up to 6" service  | \$ 3,257.57 | \$3,306.43                 |
| Paved road over 6" service   | \$ 4,098.24 | \$4,159.71                 |
| Gravel road up to 6" service   | \$ 2,837.24 | \$2,879.80                 |
| Gravel road over 6" service  | \$ 3,677.90 | \$3,733.07                 |
| <b>Exceptions and Special Circumstances</b>  |             |                            |
| The following rates apply when the service connection exists at property line or if the connection is made in the boulevard and does not involve disturbing asphalt/sidewalk or curb. Extra charges for large services apply   |             |                            |
| Water  | \$ 2,206.74 | \$2,239.84                 |
| Sanitary Sewer   | \$ 2,732.16 | \$2,773.14                 |
| <b>Connection Fees</b>   |             |                            |
| Must be paid to the Township prior to connection to the distribution system. The installation must be inspected by the Township's Building Department and/or Public Works Department. It is illegal to connect to the Township's Water and Sewage Systems without proper approval. |             |                            |
| At the discretion of the Director of Operations, any connection costs in excess of the above described fees will be invoiced to the proponent  |             |                            |

**SCHEDULE "A"**

**Water and Sewer (continued)**  
**Effective January 1, 2023**

| DESCRIPTION   | 2022   | 2023 (Proposed)  |
|---|--|--|
| <p>Swimming Pool Rate:<br/>In addition to the charges for water, being the Residential Rate or the General Service Rate in Arthur and Mount Forest hereinbefore set out, there shall be a separate water rate of \$76.13 payable annually to the Township by the landowner for each swimming pool located on a parcel of land during each year or part thereof. For the purposes of this paragraph a swimming pool shall be an inground or aboveground swimming pool containing 8,000 gallons of water or more.</p> | \$76.13  | \$77.27  |
| <p>Bulk Water Pick-Up or Supply:<br/>Persons wanting bulk water pick-up or supply must contact the Water and Sewer Department Office Monday to Friday between the hours of 7:30 A.M. and 4:00 P.M. to schedule the pick-up or supply. A member of the Township's Water Department must be present when any water is loaded. Unauthorized opening of any Township hydrant is an offence that will have legal implications.</p>   | \$152.25   | \$154.53   |
| <p>Disconnection/Reconnection of Water Services:<br/>(a) At the request of owner to facilitate private water system maintenance; or<br/>(b) Will only be allowed if the electrical service is also disconnected or reconnected for the same period of time.<br/>A service fee will be charged per disconnect/connect (1 water turn off, 1 water turn on).</p>   | <p style="text-align: center;">\$76.13 (During Business Hours)<br/><br/>\$101.50 (After-Hours)</p> | <p style="text-align: center;">\$77.27 (During Business Hours)<br/><br/>\$103.02 (After-Hours)</p> |
| <p>Service Call:<br/>Any property owner requesting a service call will be charged a minimum \$76.13 fee if the problem is found to be on the landowner's property. Any involvement by the Township in the repair of services on private property shall be billed to the property owner on a time and material basis.</p>  | <p style="text-align: center;">76.13 (During Business Hours)<br/><br/>\$101.50 (After-Hours)</p>   | <p style="text-align: center;">\$77.27 (During Business Hours)<br/><br/>\$103.02 (After-Hours)</p> |
| <p>Water-Sewer Operator Fee (Per hour) – During Business or After Hours</p>   | \$60.90  | \$61.81  |

**SCHEDULE "B"**  
**WATER & SEWER RATES**  
Effective January 1, 2023

| DESCRIPTION  | 2022      | 2023 (Proposed) |
|--|-----------|-----------------|
| <b>Water</b>   |           |                 |
| Residential (flat rate)  |           |                 |
| Residential - monthly  | \$ 46.63  | \$47.33         |
| Residential - annually   | \$ 567.34 | \$575.85        |
| Non-residential Customers – Annual Flat Rate                   | \$ 680.19 | \$690.39        |
| Non-residential  |           |                 |
| Rate per cubic metre   | \$ 2.08   | \$2.11          |
| Meter Maintenance Fee (Commercial / Industrial) - monthly      | \$ 17.60  | \$17.86         |
|  |           |                 |
| <b>Wastewater (Sewer)</b>                                      |           |                 |
| Residential (flat rate)  |           |                 |
| Residential - monthly  | \$ 57.35  | \$58.21         |
| Residential - annually   | \$ 697.79 | \$708.26        |
| Non-residential Customers – Annual Flat Rate                   | \$ 836.52 | \$849.07        |
| Non-residential  |           |                 |
| Rate per cubic metre   | \$ 2.56   | \$2.60          |
| Special Rate (Non-residential) – 460 Durham St E (Green House) |           | \$80.00         |
| <b>Water Account Set up</b>                                    | \$25.38   | \$25.76         |
| <b>Sewer Account Set up</b>                                    | \$25.38   | \$25.76         |

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

**BY-LAW NUMBER 139-2022**

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

WHEREAS, the Council of the Corporation of the Township of Wellington North deems it necessary to amend By-law Number 66-01; as amended pursuant to Sections 34 and 36 of The Planning Act, R.S.O. 1990, as amended

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

1. THAT Schedule 'A' Map 1 to By-law 66-01 is amended by changing the zoning on lands legally described as Part of Lot 23, Concession B Peel Parts 1 and 8 Plan 61R-10173 being approximately 3.68 hectares in area and located within the southwesterly limit of the property known municipally as 7970 Wellington Road 12, as shown on Schedule "A" attached to and forming part of this By-law from: **Holding (H) Rural Industrial Exception ((H)RIN-16) to Rural Industrial Exception (RIN-16)**.
2. THAT Section 33.16 of By-law 66-01 by deleting "(H)" in the zone symbol in the second column of the table and by deleting clause (b) in the third column of the table.
3. THAT except as amended by this By-law, the land as shown on the attached Schedule 'A' shall be subject to all applicable regulations of Zoning By-law 66-01, as amended.
4. THAT this By-law shall come into effect upon the final passing thereof pursuant to Sections 34 and 36 of The Planning Act, R.S.O., 1990, as amended.

**READ A FIRST, SECOND THIRD TIME THIS 19TH DAY OF DECEMBER, 2022.**

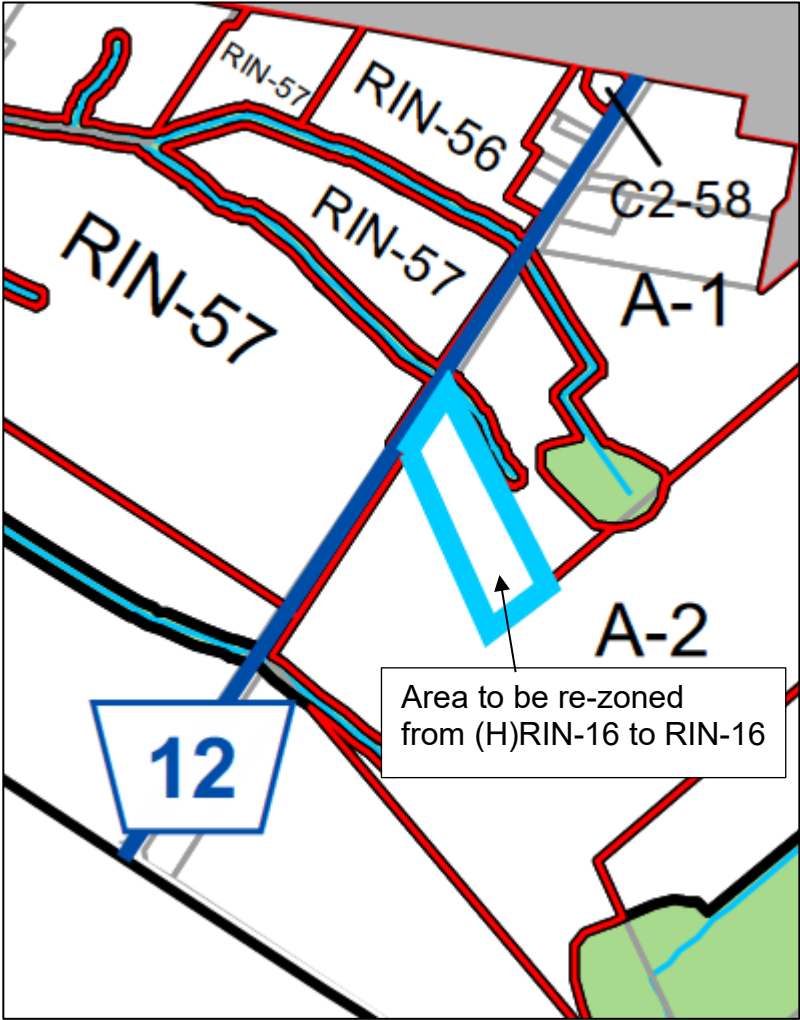
\_\_\_\_\_  
**ANDREW LENNOX, MAYOR**

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

THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NO. 139-22

Schedule "A"



This is Schedule "A" to By-law 139-22

Passed this 19th day of December, 2022

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK



## EXPLANATORY NOTE

### BY-LAW NUMBER 139-22

**THE LOCATION OF THE SUBJECT LANDS:** The subject land is legally described as Part of Lot 23, Concession B Peel Parts 1 and 8 Plan 61R-10173 and is part of the property with a civic address of 7970 Wellington Road 12. The lands subject to amendment is 3.68 ha (9.1 ac) in size and are currently zoned Holding (H) Rural Industrial Exception (RIN-16) Zone.

**THE PURPOSE AND EFFECT** of the amendment is to remove the holding (H) provision from the Rural Industrial Exception (RIN-16) Zone applicable to the subject land, to permit the proposed use of the land by the County of Wellington for a public works garage and yard and a future ambulance station. The Holding (H) provision requires an archaeological assessment to be completed for the lands, a Ministry letter confirming the report has been entered into the Ontario Public Register of Archaeological Reports, and for the recommendation of the archaeological assessment to be carried out. These conditions have been satisfied and therefore this By-law removes the Holding (H) provision from the zoning of the subject land.

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

**BY-LAW NUMBER 141-22**

**BEING A BY-LAW TO APPOINT MEMBER TO WELLINGTON  
NORTH POWER INC. BOARD OF DIRECTORS AND TO REPEAL  
BY-LAW 040-20**

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

1. **THAT** Brooke Lambert, Chief Administrative Officer, be appointed to the Wellington North Power Inc. Board of Directors for the December 1, 2022 – November 30, 2025 term:
2. **THAT** the Mayor and the Clerk are hereby authorized and directed to sign the appointment by-law.
3. **THAT** this By-law shall come into effect on the passage thereof.
4. **THAT** By-law 040-20 be repealed

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
THIS 19TH DAY OF DECEMBER, 2022.**

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**ANDREW LENNOX, MAYOR**

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**KARREN WALLACE, CLERK**



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

### CULTURAL MOMENT FOR DECEMBER 19TH CELEBRATES JOHN WALSH

John Walsh, who was laid to rest on December 3<sup>rd</sup>, 2022, exemplified the finest values of his community.

Through the years John has been a vital figure in Arthur village life and farther afield. His naval service in World War II on the minesweeper HMCS Wallaceburg and his profession as a pharmacist greatly influenced his commitment to community service. His faith and his love for his family sustained him throughout his life. His wife, Mary Teresa, was by his side through the decades.

Walsh's Pharmacy, established in 1952, remains essential to the health of local citizens.

John Walsh was "Coach" to many Arthur hockey teams over 21 years and will always hold that title for those he guided in the game and in life.

John's contributions to Arthur village's life are too many to describe fully here. However, his part in the founding of the Arthur and Area Historical Society is one of his greatest community legacies. Along with several enthusiastic local history lovers, John initiated the plan to gather documents, objects, and any other artifacts illuminating community life. Everyone was urged to contribute. If someone was closing a business, clearing a house, or simply eager to preserve treasured items their contributions were welcomed. Not only did John take on the role of collector, but he also catalogued each donation, identifying its use, the donor, and its location in the Rooms.



In 2003, John saw the opening of the Historical Society Rooms in the old Post Office and Township building. In the years following, donations filled the designated rooms. It's pretty certain that, in typical John Walsh fashion, he's the one who convinced the powers that be to oust the OPP from their office in favour of Historical's need to expand. Good luck trying to keep him from promoting his community.

Naturally, John's particular love was for the military history illustrating why Arthur was designated as "Canada's Most Patriotic Village" by the Toronto Star in 1942. The "Military Room" is filled with photos, medals, uniforms, and various items reflecting the village's response to the call to duty.

As part of his outreach as historian and veteran, John was key to the community's move to restore the cenotaph, established by the women of Arthur in 1923 to commemorate World War I veterans. As later names have been added, it and the park around it are the heart of the village.

The Historical Society was a vital partner in the creation of the historical murals round Arthur. And John's figure saluting Ottawa War Memorial veterans and the Canadian flag is a fitting tribute to him.

John himself cannot be seen anymore at home, at church, at Historical, or all the other places in Arthur that were invigorated by his knowledge, his humour, and his love of community. Now, to see the legacy of John Walsh, just stand in any spot in Arthur, and look around.

Submitted by Gail Donald Wellington North Cultural Roundtable

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

**BY-LAW NUMBER 142-22**

**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  
DECEMBER 19, 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 December 19, 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 19TH DAY OF DECEMBER, 2022.**

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**ANDREW LENNOX, MAYOR**

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**KARREN WALLACE, CLERK**