

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH  
AGENDA OF REGULAR COUNCIL MEETING – OCTOBER 23, 2023 AT 7:00 P.M.  
CLOSED SESSION PRIOR TO OPEN SESSION AT 6:30 P.M.  
MUNICIPAL OFFICE COUNCIL CHAMBERS, KENILWORTH  
HYBRID MEETING - 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/86192183376>

Or join by phone:

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

Webinar ID: 861 9218 3376

**PAGE  
NUMBER**

**CALLING TO ORDER**

**ADOPTION OF THE AGENDA**

Recommendation:

THAT the Agenda for the October 23, 2023 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:

(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:

(c) a proposed or pending acquisition or disposition of land by the municipality or local board.

**1. REPORTS**

- OPS 2023-038 Arthur Works Yard Land Purchase Opportunity

**2. REVIEW OF CLOSED SESSION MINUTES**

- October 10, 2023

**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 OPS 2023-038 Arthur Works Yard Land Purchase Opportunity; 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 October 10, 2023 Council Meeting.

## O'CANADA

## COUNTY COUNCIL UPDATE

Campbell Cork, Ward 3 County Councillor

## RECESS TO MOVE INTO PUBLIC MEETING

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North recess the October 23, 2023 Regular Meeting of Council at : p.m. for the purpose of holding a Public Meeting under the Planning Act:

- James Martin, Minor Variance
- John Rooney, Zoning By-law Amendment

## RESUME REGULAR MEETING OF COUNCIL

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North resume the October 23, 2023 Regular Meeting of Council at : .

## PASSAGE OF BY-LAWS ARISING FROM PUBLIC MEETING

- a. By-law Number 099-2023 being a by-law to amend By-law 66-01, being a Zoning By-law for the Township of Wellington North. (Part Park Lot 5, N/S Smith St. with civic address of 326 Smith Street, Arthur – John Rooney) 001

Recommendation:

THAT By-law Number 099-2023 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 5, N/S Smith St. with civic address of 326 Smith Street, Arthur – John Rooney)

## PRESENTATION

1. Kris Cummings, Do/Able
  - Township of Wellington North Strategic Plan Final Draft
2. Report CAO 2023-013 Township of Wellington North Strategic Plan Final Draft 004

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report CAO 2023-013 Township of Wellington North Strategic Plan Final Draft;

AND THAT Council of the Corporation of the Township of Wellington North endorse the primary strategic goal to build: a safe, sustainable, and welcoming community.

AND FURTHER THAT Council of the Corporation of the Township of Wellington North endorse the following strategic priorities:

- Shape and support sustainable growth;
- Deliver quality, efficient community services aligned with the Township’s mandate and capacity; and
- Enhance information sharing and participation in decision-making.

AND FURTHER THAT Council directs staff to further develop the implementation plan for the Township of Wellington North Strategic Plan, including:

- A focus on staff engagement, retention, and capacity to support the ongoing efforts of the Township; and
- Defining success, key objectives, and implementation milestones for each strategic priority.

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

- |   |     |
|---|-----|
| 1. Regular Meeting of Council, October 10, 2023 | 026 |
| 2. Public Meeting, October 10, 2023             | 039 |

Recommendation:  
 THAT the minutes of the Regular Meeting of Council and the Public Meeting held on October 10, 2023 be adopted as circulated.

**BUSINESS ARISING FROM PREVIOUS MEETINGS OF COUNCIL**

**ITEMS FOR CONSIDERATION**

- |   |     |
|---|-----|
| 1. BUILDING   |     |
| a. Report CBO 2023-12 Building Permit Review for the month of August 2023 | 049 |

Recommendation:  
 THAT the Council of the Corporation of the Township of Wellington North receive Report CBO 2023-12 being the Building Permit Review for the month of August 2023.

- |  |     |
|--|-----|
| b. Report CBO 2023-13 Building Permit Review for the month of September 2023 | 051 |
|--|-----|

Recommendation:  
 THAT the Council of the Corporation of the Township of Wellington North receive Report CBO 2023-13 being the Building Permit Review for the month of September 2023.

2. FINANCE

- a. Vendor Cheque Register Report, October 17, 2023 053

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the Vendor Cheque Register Report dated October 17, 2023.

3. FIRE

- a. Report FIRE 2023-003 WN Fire Purchase of New Self-Contained Breathing Apparatus 055

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report FIRE 2023-003 being a report on the awarding of purchase of new self-contained breathing apparatus;

AND THAT Council accept this report and award the purchase to AJ Stone for new self-contained breathing apparatus for the amount of \$381,497.00 +HST.

4. OPERATIONS

- a. Report OPS 2023-036 being a report on the Recreational Programming updates for 2023 057

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report OPS 2023-036 being a report on 2023 Recreational Programming.

5. ADMINISTRATION

- a. Report CLK 2023-036 Animal Control By-law Enforcement 065

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive for information Report CLK 2023-036 Animal Control By-law Enforcement.

- b. Report CLK 2023-037 Cemetery fees and charges 067

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report CLK 2023-037 Cemetery fees and charges;

AND THAT Council approve cemetery fees and charges increases effective January 1, 2024 as follows:

Single Grave	\$900.00
Care & maintenance	\$600.00
<b>TOTAL</b>	<b>\$1,500.00</b>
Niche (2 Urns)	\$1,275.00
Care & maintenance	\$225.00
<b>TOTAL</b>	<b>\$1,500.00</b>
Scattering Garden	\$105.00
Care & maintenance	\$70.00
<b>TOTAL</b>	<b>\$175.00</b>
Adult Burial standard	\$1,000.00
Saturday Charge Additional	\$365.00
Child (12& under) standard	\$300.00
Saturday Charge	\$365.00
Winter burial surcharge as ordered by Public Health	Standard rate plus expenses
Cremated Remains in plot	\$400.00

Saturday Charge	\$240.00
Inurnment in Niche	\$250.00
Saturday Charge	\$130.00
Scattering	\$150.00
Saturday Charge	\$240.00
Disinterment standard	\$1,000.00
Disinterment cremated remains	\$400.00
Vault Storage	\$185.00
Flat marker less 173 in sq	Nil
Flat marker 173 in sq	\$100.00
Flat marker 4'x4'	\$200.00
Upright marker	\$400.00
Transfer interment rights	\$100.00
Resale to municipality	\$100.00
Research per hour	\$50.00
Rental of equipment costs	At cost

**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 October 23, 2023 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):

- 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):

- Wellington County Farm Safety Committee
- Saugeen Valley Conservation Authority
- Wellington North Health Professional Recruitment Committee
- Upper Grand Trailway Wellington Sub Committee
- ROMA Zone 2 Chair

Mayor Lennox:

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

**BY-LAWS**

- |   |     |
|---|-----|
| a. By-law Number 093-2023 being a by-law to authorize the execution of a Memorandum of Understanding with the Grand River Conservation Authority (GRCA) for programs and services   | 071 |
| b. By-law Number 094-2023 being a by-law of The Corporation of the Township of Wellington North to constitute and appoint members to the Township of Wellington North Court of Revision for the George Kirkness (Asbridge) Drainage Works                                   | 090 |
| c. By-law Number 095-2023 being a by-law to authorize the execution of a Memorandum of Understanding with the Maitland Valley Conservation Authority (MVCA) for programs and services   | 092 |
| d. By-law Number 096-2023 being a by-law to authorize the execution of a Memorandum of Understanding with the Saugeen Valley Conservation Authority (SVCA) for programs and services  | 108 |
| e. By-law Number 097-2023 being a by-law to provide for the appointment of Municipal Law Enforcement Officers for The Corporation of the Township of Wellington North for the purpose of enforcing the Township's Parking By-law No. 6000-23 and repeal By-law No. 025-2023 | 123 |

- f. By-law Number 098-2023 being a by-law to amend By-law 074-2020 being a by-law to appoint a Community Emergency Management Coordinator and Alternate(s) Community Emergency Management Coordinator for The Corporation of the Township of Wellington North 125
- g. By-law Number 100-2023 being a by-law to authorize the execution of a Memorandum of Understanding with the Saugeen Valley Conservation Authority (SVCA) for cost apportioning 126

Recommendation:

THAT By-law Number 093-2023, 094-2023, 095-2023, 096-2023 and 097-2023, 098-2023 and 100-2023 be read a First, Second and Third time and enacted.

**CONFIRMING BY-LAW**

133

Recommendation:

THAT By-law Number 101-23 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 October 23, 2023 be read a First, Second and Third time and enacted.

**ADJOURNMENT**

Recommendation:

THAT the Regular Council meeting of October 23, 2023 be adjourned at \_ : p.m.

<b>MEETINGS, NOTICES, ANNOUNCEMENTS</b>		
Capital Project Public Information Centre – Mount Forest and District Sports Complex	Tuesday, October 24, 2023	5:00 p.m. to 7:00 p.m.
Mount Forest Aquatics Committee Meeting – Meeting Room, Mount Forest and District Sports Complex	Tuesday, October 24, 2023	7:00 p.m. to 9:00 p.m.
Capital Project Public Information Centre – Arthur and Area Community Centre	Wednesday, October 25, 2023	5:00 p.m. to 7:00 p.m.
Mount Forest Chamber of Commerce Service Excellence Awards and Dinner – Mount Forest Legion	Wednesday, October 25, 2023	5:00 p.m. to 8:00 p.m.
Regular Council Meeting	Monday, November 6, 2023	2:00 p.m.
Office Closed in honour of Remembrance Day	Monday, November 13, 2023	
Regular Council Meeting	Monday, November 20, 2023	7:00 p.m.



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

**BY-LAW NUMBER 099-2023**

**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 2 to By-law 66-01 is amended by changing the zoning on lands legally described as Part Park Lot 5, N/S Smith St with civic address of 326 Smith Street as shown on Schedule "A" attached to and forming part of this By-law from:
  - **Low Density Residential (R1C) to Medium Density Residential (R2)**
2. THAT except as amended by this By-law, the land as shown on the attached Schedule 'A' shall be subject to all applicable regulations of Zoning By-law 66-01, as amended.
3. THAT this By-law shall become effective from the date of passage by Council and come into force in accordance with the requirements of the Planning Act, R.S.O. 1990, as amended.

**READ A FIRST, SECOND THIRD TIME THIS 23RD DAY OF OCTOBER, 2023.**

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**ANDREW LENNOX, MAYOR**

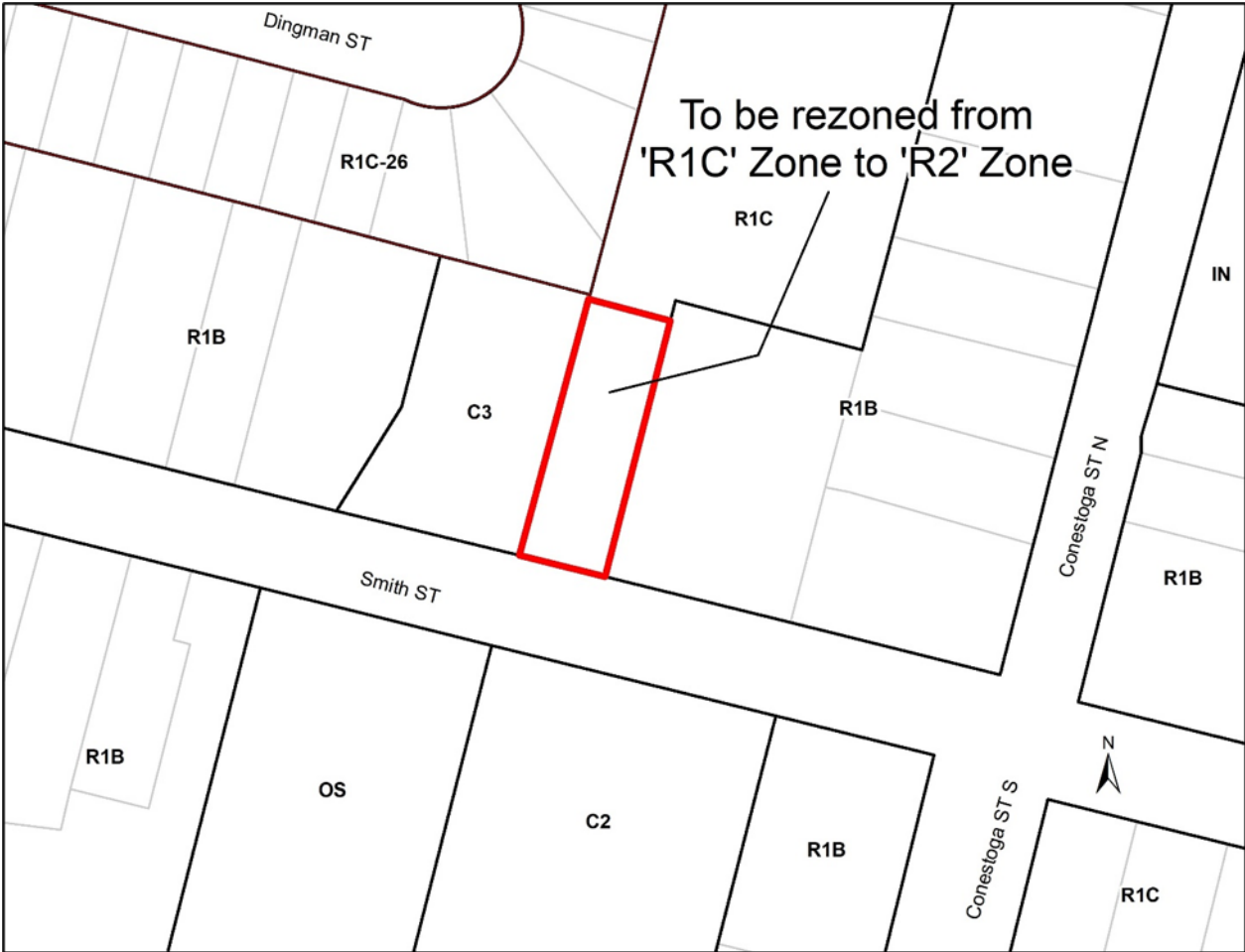
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**KARREN WALLACE, CLERK**

THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NO. 099-2023

Schedule "A"



This is Schedule "A" to By-law 099-2023

Passed this 23rd day of October 2023

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK

## **EXPLANATORY NOTE**

### **BY-LAW NUMBER 099-2023**

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

The subject property is legally described as Part Park Lot 5, N/S Smith St with civic address of 326 Smith Street, Arthur. The lands subject to the amendment is 1,167.68 sq. m (12,568 sq. ft) in size and are currently zoned Low Density Residential (R1C).

**THE PURPOSE AND EFFECT** of the amendment is to rezone the subject lands from Low Density Residential (R1C) Zone to Medium Density Residential (R2) Zone in order to facilitate the construction of a semi-detached dwelling.



## Staff Report

**To:** Mayor and Members of Council Meeting of October 23, 2023  
**From:** Brooke Lambert, Chief Administrative Officer  
**Subject:** Report CAO 2023-013 Township of Wellington North Strategic Plan Final Draft

### RECOMMENDATION

**THAT** Council of the Corporation of the Township of Wellington North receive Report CAO 2023-013 Township of Wellington North Strategic Plan Final Draft;

**AND THAT** Council of the Corporation of the Township of Wellington North endorse the primary strategic goal to build: a safe, sustainable, and welcoming community.

**AND FURTHER THAT** Council of the Corporation of the Township of Wellington North endorse the following strategic priorities:

- Shape and support sustainable growth;
- Deliver quality, efficient community services aligned with the Township's mandate and capacity; and
- Enhance information sharing and participation in decision-making.

**AND FURTHER THAT** Council directs staff to further develop the implementation plan for the Township of Wellington North Strategic Plan, including:

- A focus on staff engagement, retention, and capacity to support the ongoing efforts of the Township; and
- Defining success, key objectives, and implementation milestones for each strategic priority.

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

- July 24, 2023 Report CAO 2023-007 Strategic Plan Update (Phase 2)
- April 3, 2023 Report CAO 2023-004 Strategic Plan Update (Phase 1) and Community Satisfaction Survey Results
- February 6, 2023 Report CAO 2023-002 2022 Year in Review
- December 19, 2022 Report CAO 2022-009 Proposed Strategic Planning Process (2022-2026)
- August 12, 2019 Report CAO 2019-005 being an update report on Council's 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

## BACKGROUND

In December 2022, Council approved the 2022-2026 Strategic Planning process, including the development of the first ever Community Satisfaction Survey.

In April 2023, Deloitte Consulting presented the results of a statistically significant phone survey (100 respondents) across the Township to gather insights on satisfaction levels for township services as well as understanding what some of the key community priorities are moving forward. This survey was complimented by an open on-line survey where members of the community were also able to provide feedback on the same questions. The results of these surveys formed the foundation for the next steps in the strategic planning process (Phase 2).

Phase 2 of the strategic planning process was focused on bringing different stakeholders into the process and developing a strategic direction for the township.

It included:

- Council workshop to understand community priorities and insights on what Council would like to achieve going forward (April);
- Staff consultation, including surveys and interviews that address staff's perspective on key community issues, ability to deliver and continuously improve core services, and corporate values (April/May);
- Steering Committee and Project Team workshops to make sense of the findings and feedback to date (May/June);
- Developing the first draft of strategic planning framework, including priorities, objectives, and success statements (June);
- All staff meeting (July);
- Two in-person Stakeholder Consultation Centres held:
  - **Thursday, July 27, 2023. 6:30 – 8 pm** (Arthur & Area Community Centre)
  - **Monday, July 31, 2023. 6:30 – 8 pm** (Mount Forest & District Sports Complex)
- Concurrent on-line survey (July/August);
- Council interviews (August/September); and
- Project Team/Steering Committee Review (September).

Approximately 50 members of the public attended the Stakeholder Consultation Centres and over 250 survey responses were received. This feedback is summarized in Attachment A.

Based on the feedback received and further discussions with individual members of Council as well as the Project Team and Steering Committee, the draft Strategic Planning framework was revised and is ready for Council review. Please see Attachment B.

### Next Steps

If Council endorses the strategic priorities outlined in this report, staff will proceed with developing a more detailed implementation plan. This plan will include a "living" three-year work plan that will outline the objectives and implementation milestones, defining success for each strategic priority. It is anticipated that this workplan will be brought to Council for

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approval on an annual basis, along with any associated budget implications. A mid-year review will also be provided, and the Year in Review will consolidate areas of progress related to the strategy as well.

Given the discussions related to staff engagement, retention and capacity that were highlighted during the Council workshop and in subsequent staff discussions, the implementation plan will also include an internal focus on how the organization can support the community priorities identified in this plan.

Further considerations for the implementation plan will include:

- Financial and budget implications (sustainability);
- Partnership opportunities (safe, sustainable, and welcoming);
- Addressing diversity, equity, inclusion and accessibility (safe and welcoming);
- Opportunities for continuous improvement (maintaining and improving core services); and
- Monitoring progress and sharing results.

### FINANCIAL CONSIDERATIONS

In December 2022 \$40,000 was approved for the Strategic Planning process and has been identified in the 2023 Budget.

### ATTACHMENTS

**Attachment A** – Consolidated Stakeholder Feedback (Phase 2)

**Attachment B** – Final Draft – Township of North Wellington Strategic Plan

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

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

## Strategic Planning: Stakeholder Consultation Feedback

August 22, 2023

### Introduction

As part of their strategic planning process, TWN hosted two open house public engagements, as well as a staff engagement session, to gather input and feedback on their draft strategic plan framework: specifically, the shortlisted draft of strategic priorities. Additionally, TWN provided the opportunity to share feedback to the same questions through an online survey. The following summary report presents results of both the in-person sessions and online survey.

Where appropriate, quantitative feedback was analyzed to identify differences between staff and resident responses, as well as those who identified as a visible minority. Qualitative feedback was analyzed to identify any common themes, as well as unique ideas and suggestions for each of the emerging strategic priorities. Throughout this report, themes are presented in order of frequency. Feedback with the lowest frequencies, as well as unique or singular ideas, have also been included and appear under “other” in each section.

### Demographics

#### Age

- ▶ 0-18 years (**1%**)
- ▶ 19-40 years (**31%**)
- ▶ 41-64 years (**49%**)
- ▶ 65+ years (**18%**)

#### Time in TWN

- ▶ 0-5 years (**20%**)
- ▶ 6-15 years (**17%**)
- ▶ 16+ years (**63%**)

#### Location

- ▶ Mount Forest (**51%**)
- ▶ Arthur (**27%**)
- ▶ West Luther (**3%**)
- ▶ Damascus (**2%**)
- ▶ Town (**6%**)
- ▶ Rural (**4%**)
- ▶ Kenilworth (**2%**)
- ▶ Minto (**2%**)
- ▶ Other (**4%**)

#### Other

- ▶ **13%** of respondents identified as part of a visible minority.
- ▶ **13%** of respondents owned a business in TWN.
- ▶ **18%** of respondents were employees at TWN.
- ▶ **44%** of respondents were involved in one or more community organizations, including:
  - Sports groups and clubs
  - Agricultural societies, community gardens, and horticulture groups (e.g., the Green Team)
  - The Lions Club
  - Church groups
  - BIA and the Chamber of Commerce
  - School groups (e.g., the learning center, school board scholarship committee, parent council)
  - Food banks and community pantries
  - Other organizations, including: fire, BBBS, The Legion, seniors groups, The River, Cultural Round Table Committee, holiday groups/events, hospital foundations, and 100 Women Who Care Rural Wellington.

## Strategic Priority Feedback

Respondents were asked to rank the list of shortlisted priorities in order of perceived importance. Results are shown in Table 1.0. Across all cohorts, “a growing, safe, inclusive, and sustainable community” was identified as the most important priority for TWN. Within cohorts, staff identified “advancing methods and platforms for engaging and bringing the community together” as least important, while residents said “increasing staff engagement, retention, and capacity” was the least important priority.

**Table 1: Strategic priority ranking in order of perceived importance.**

Priority	All	Staff	Residents	Visible Minorities
A growing, safe, inclusive, and sustainable community.	49%	41%	51%	46%
Shape and support growth for the benefit of existing and future residents.	19%	15%	21%	8%
Deliver quality community services and superior customer service, attuned to community need.	18%	13%	19%	17%
Advance methods and platforms for engaging and bringing the community together.	7%	0%	9%	8%
Increase staff engagement, retention, and capacity.	7%	31%	<1%	21%

When asked to consider what strategic priorities were missing, respondents identified:

- ▶ **Affordable and available housing** (e.g., housing insecurity and homelessness, social and low-income housing).
- ▶ **Recreational programming, facilities, and staff.**
- ▶ **Accessible amenities and services that support and keep up with growth** (e.g., teachers, healthcare, police, infrastructure, developments, and businesses).
- ▶ **Police presence and community safety.**
- ▶ **Local business development and retention** (e.g., downtown revitalization).
- ▶ **Fiscal management and sustainable financial planning.**
- ▶ **TWN-resident relations** (e.g., improved transparency, accountability, customer service, and openness to new ideas).
- ▶ **Environmental policies, sustainability, and green infrastructure.**
- ▶ **Improved and upgraded infrastructure** (e.g., roads and water systems).
- ▶ Others, including:
  - Childcare and afterschool programs
  - Community-based partnerships
  - Diversity, equity, and inclusion
  - Food insecurity



- Mental health and addictions
- Community spaces for youth and families

Many of the above themes may come to be, or are already, reflected in the objectives and actions for implementation within the broader list of strategic priorities.

When asked what shortlisted strategic priority they would remove,

- ▶ **235 out of 255 respondents did not indicate that they would remove a priority.**
- ▶ When a priority was identified for removal:
  - Most suggested removing “increase staff engagement, retention, and capacity.” Respondents were not sure how this would support the community and felt that it should be included in a larger strategic priority as an ongoing concern for TWN.
  - After engagement, respondents most often suggested removing “advance methods and platforms for engaging and bringing the community together.”
  - “A growing, safe, inclusive, and sustainable community,” and “shape and support growth for the benefit of existing and future residents” were less often identified as priorities to remove.
  - No respondent said “deliver quality community services and superior customer service, attuned to community need” should be removed.
- ▶ **When asked if they would make any changes to the priorities, most said they would not.** Those that said they would make changes offered suggestions to refine wording or for implementation.

Suggested edits and steps for achieving each of the shortlisted priorities are summarized in Tables 2-6.

**Table 2: Strategic priority suggested edits and steps for achievement (SP1).**

Strategic priority	Suggested changes to wording			Suggestions for achievement
	ADD	REMOVE	CHANGE	
<p>A growing, safe, inclusive, and sustainable community.</p> <p>Potential Revision: A safe, sustainable, welcoming community.</p>	<ul style="list-style-type: none"> <li>▶ Top themes                             <ul style="list-style-type: none"> <li>→ Alignment to community needs; a commitment to community/existing residents.</li> <li>→ Accessible for all (i.e., regardless of age, income, etc.), including businesses.</li> <li>→ Affordable; focus on affordability.</li> </ul> </li> <li>▶ Other ideas                             <ul style="list-style-type: none"> <li>→ "Sustainable"</li> <li>→ "A complete community."</li> <li>→ Language about employment opportunities.</li> <li>→ "Engaging"</li> <li>→ Language about fiscal responsibility and government efficiency.</li> <li>→ "Fosters and supports growth (e.g., for newcomers)."</li> <li>→ Prosperity/revitalization/appeal</li> <li>→ "Respectful"</li> <li>→ "Welcoming"</li> <li>→ "Wellbeing"</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>▶ Top themes                             <ul style="list-style-type: none"> <li>→ Inclusive</li> </ul> </li> <li>▶ Other ideas                             <ul style="list-style-type: none"> <li>→ Growth</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>▶ Top themes                             <ul style="list-style-type: none"> <li>→ Increase clarity and specificity (e.g., add measurable goals).</li> <li>→ Move safety to the beginning; make community safety most important.</li> <li>→ Move growth down in order. Growth can create fear and anger when it is forced and/or residents don't see the benefit.</li> </ul> </li> <li>▶ Other ideas                             <ul style="list-style-type: none"> <li>→ Focus on affordability and sustainability before growth.</li> <li>→ Start with "Create."</li> <li>→ Start with "To continue to..."</li> </ul> </li> </ul>	

- ▶ Additional comments
  - Clarify the benefit to the community.

**Table 3: Strategic priority suggested edits and steps for achievement (SP2).**

Strategic priority	Suggested changes to wording			Suggestions for achievement
	ADD	REMOVE	CHANGE	
<p>Advance methods and platforms for engaging and bringing the community together.</p> <p>Potential Revision: Advance methods for inclusive communication and engagement for information sharing, input, and participation in decision-making and community</p>	<ul style="list-style-type: none"> <li>▶ Top themes                             <ul style="list-style-type: none"> <li>→ “Inclusive”</li> <li>→ “Complete and total transparency.”</li> <li>→ “...for engaging and educating.”</li> </ul> </li> <li>▶ Other ideas                             <ul style="list-style-type: none"> <li>→ “Encouraging collaboration.”</li> </ul> </li> </ul>		<ul style="list-style-type: none"> <li>▶ Top themes                             <ul style="list-style-type: none"> <li>→ SP2 and SP3 should have their orders be reversed.</li> </ul> </li> <li>▶ Other ideas                             <ul style="list-style-type: none"> <li>→ Increase clarity, specificity, and meaning (e.g., add measurable goals), while simplifying the statement. For example:                                     <ul style="list-style-type: none"> <li>○ How will TWN bring communities together?</li> </ul> </li> <li>→ Ensure the priority doesn’t feel too internal; is this about community outreach and building networks?</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>▶ Top potential actions                             <ul style="list-style-type: none"> <li>→ <b>Improve communication and engagement between TWN and residents (e.g., improved customer service), supporting community education, awareness, and TWN to better understand community wants and needs.</b> <ul style="list-style-type: none"> <li>○ Provide communications in multiple languages.</li> <li>○ Improve customer service/TWN-resident relations by following up and returning phone calls.</li> <li>○ Solicit and report on community feedback.</li> <li>○ Organize events and programming for specific groups (e.g., newcomers, families, seniors, and youth).</li> <li>○ Hold community meetings at times when the community is more likely to attend (i.e., not during summer or regular working hours).</li> <li>○ Implement neighborhood associations.</li> <li>○ Create more free, active, and healthy living opportunities.</li> <li>○ Offer community gathering events (e.g., BBQs, volunteer appreciation events, etc.)</li> </ul> </li> <li>→ <b>Use traditional media outlets and not just social/digital media.</b> <ul style="list-style-type: none"> <li>○ Use multiple streams of communication to increase awareness.</li> <li>○ Improve signage and advertising in public spaces.</li> <li>○ Distribute door flyers and a local newspaper.</li> </ul> </li> <li>→ <b>Prioritize inclusion and accessibility.</b> <ul style="list-style-type: none"> <li>○ Live-stream community meetings.</li> <li>○ Use multiple streams of communications (social/digital and traditional print media) to ensure the message reaches all age groups.</li> <li>○ Offer more in-person, community-centered activities.</li> <li>○ Hold events throughout TWN and not just in specific towns.</li> </ul> </li> <li>→ <b>Focus on new and existing partnerships.</b> <ul style="list-style-type: none"> <li>○ Partner with community groups to deliver community services.</li> <li>○ Seek out large employers who will help the community grow.</li> </ul> </li> </ul> </li> </ul>

				<ul style="list-style-type: none"> <li>○ Allow local businesses to sponsor events.</li> <li>→ <b>Increase staffing and council member levels and capacity, including hiring new roles (e.g., planners).</b> <ul style="list-style-type: none"> <li>○ Increase staff visibility and presence at community events to improve relationships and build trust.</li> </ul> </li> <li>▶ Other suggestions <ul style="list-style-type: none"> <li>→ <b>Encourage transparency in TWN actions and communications.</b></li> <li>→ <b>Increase the budget and focus on responsible, sustainable fiscal management policies that will:</b> <ul style="list-style-type: none"> <li>○ Increase the availability of affordable and accessible housing.</li> <li>○ Involve land developers in long-term health of the community instead of the current short-term, profit-driven focus.</li> </ul> </li> <li>→ <b>Focus on providing sufficient core services (e.g., police and health care providers) for a growing community.</b></li> <li>→ <b>Improve and expand physical infrastructure</b> (e.g., improve roads, build a water tower, develop purpose-driven community spaces).</li> <li>→ <b>Regularly conduct needs assessments, audits, and service reviews to ensure actions align with community needs and expectations.</b></li> </ul> </li> <li>▶ <b>One respondent felt there was no way forward.</b> <i>"I think the Township has done such a poor job of this, there is no way to turn it around."</i></li> </ul>
▶ Additional comments				<ul style="list-style-type: none"> <li>→ Clarify the benefit to the community, including how to measure and track success to demonstrate return on investment to taxpayers.</li> <li>→ Communication channels should focus on affordability, capitalize on what is already in place (e.g., social media, the website), and ensure in-person engagement.</li> <li>→ Focus on sustainability and affordability, particularly housing. Respondents said it was too expensive for people who work in the township to live in the township.</li> </ul>

**Table 4: Strategic priority suggested edits and steps for achievement (SP3).**

Strategic priority	Suggested changes to wording			Suggestions for achievement
	ADD	REMOVE	CHANGE	
<p>Deliver quality community services and superior customer service, attuned to community need.</p> <p>Potential Revision: Deliver quality, efficient community service aligned with community needs, and township mandate and capacity.</p>	<ul style="list-style-type: none"> <li>▶ Top themes                             <ul style="list-style-type: none"> <li>→ “For the growing community;” “That matches the growth rate and demographics.”</li> <li>→ Include/add language about fiscal responsibility, keeping within the budget, and government efficiency.</li> <li>→ Include creating new community services, not just improving the quality of existing services.</li> <li>→ “...while demonstrating transparency to the community.”</li> </ul> </li> <li>▶ Other ideas                             <ul style="list-style-type: none"> <li>→ Include communication/improved communication.</li> <li>→ Services need to consider environmental health/the climate crisis.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>▶ Top themes                             <ul style="list-style-type: none"> <li>→ Superior (suggests superiority over other communities).</li> </ul> </li> <li>▶ Other ideas                             <ul style="list-style-type: none"> <li>→ Quality</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>▶ Top themes                             <ul style="list-style-type: none"> <li>→ Increase specificity and meaning (e.g., define priorities and services for each community, create SMART goals), defining words like “quality,” “superior,” and “community.”</li> </ul> </li> <li>▶ Other ideas                             <ul style="list-style-type: none"> <li>→ Increase conciseness.</li> <li>→ Start with “Continue to deliver...”</li> <li>→ Consider the use of “customer service;” it sounds harsh when addressing residents.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>▶ Top potential actions                             <ul style="list-style-type: none"> <li>→ <b>Improve customer service and communications with residents.</b> <ul style="list-style-type: none"> <li>○ Report back to the community on progress, be transparent about budgets and spending, make information easily accessible, increase presence/visibility, share decisions, improve understanding of municipal government responsibilities, and ask for resident input.</li> </ul> </li> <li>→ <b>Focus on core infrastructure and community services (e.g., waste management, parks and community spaces, amenities, roads, etc.), including proper planning.</b> <ul style="list-style-type: none"> <li>○ Maintain and increase current service levels and service offerings (e.g., children’s and seniors programming, grocery stores, recreation programs and facilities).</li> <li>○ Ensure services, amenities, and facilities are accessible to all residents.</li> <li>○ Invest in local business and attracting new businesses.</li> </ul> </li> <li>→ <b>Increase staff capacity to keep up with growth.</b> <ul style="list-style-type: none"> <li>○ More staff are needed to offer and maintain services and ensure appropriate customer service.</li> </ul> </li> <li>→ <b>Ensure appropriate/efficient fiscal management, including short-term and long-term financial planning and budgeting.</b> <ul style="list-style-type: none"> <li>○ Determine the community’s financial capacity.</li> <li>○ Secure government funding.</li> </ul> </li> <li>→ <b>Conduct a needs assessment to support prioritization and decision-making.</b> <ul style="list-style-type: none"> <li>○ Identify the needs and wants of different demographics and ensure everyone has their basic needs met.</li> </ul> </li> </ul> </li> </ul>

- Ensure language includes all municipalities.
- "In a timely manner."
- Include policing.
- "...in balance with community needs, wants, and staff capacity."

- Change "improve" to "maintain."

- Consider what has worked in the past and complete an audit of current services to identify what is working, where funding can be redirected, etc.
- **Increase staff training and support internal staff communication and engagement.**
  - Provide customer service and other soft skill training.
  - Clarify staff expectations.
- **Monitor and adapt to growth.**
  - Look ahead to the wants and needs of the growing population.
  - Ensure services, infrastructure, amenities, and TWN capacity (i.e., staff) can sustain growth.
- ▶ Other suggestions
  - **Invest in strong partnerships within and outside of TWN.**
  - **Invest in affordable housing, including social housing.**
  - **Identify priorities, key areas for improvement, and establish clear, measurable goals and criteria for success.**
  - **Include a focus on environmental sustainability (e.g., green infrastructure, maintenance of green space, water quality).**
  - **Increase police presence and overall community safety.**
  - **Clean up, maintain, and fix downtown areas.**
  - **Communicate with other municipalities with similar goals or who have had success in similar areas.**
  - **Increase budgets.**
  - **Invest more in volunteers.**

▶ Additional comments

- Focus on affordability; quality community services and superior customer service need to be defined within the context of community affordability.
- Effectiveness and efficiency are not always in line with everyday community and resident needs.
- Delivering quality community services feels redundant for a strategic priority and should be the core function of all elected officials and employees.

**Table 5: Strategic priority suggested edits and steps for achievement (SP4).**

Strategic priority	Suggested changes to wording			Suggestions for achievement
	ADD	REMOVE	CHANGE	
<p>Shape and support growth for the benefit of existing and future residents.</p> <p>Potential Revision: Shape and support sustainable growth, attuned to community need, for the benefit of residents.</p>	<ul style="list-style-type: none"> <li>▶ Top themes                             <ul style="list-style-type: none"> <li>→ “Affordable and accessible housing.”</li> <li>→ “Attuned to community need.”</li> </ul> </li> <li>▶ Other ideas                             <ul style="list-style-type: none"> <li>→ Focus on current residents.</li> <li>→ Language about increasing service availability.</li> <li>→ “...including the young and old.”</li> <li>→ “...with environmental health in mind.”</li> </ul> </li> </ul>		<ul style="list-style-type: none"> <li>▶ Top themes                             <ul style="list-style-type: none"> <li>→ Increase clarity, specificity, and meaning (e.g., add measurable goals), defining terms like “growth” and “inclusive,” while simplifying the statement.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>▶ Top potential actions                             <ul style="list-style-type: none"> <li>→ <b>Increase affordable housing.</b> <ul style="list-style-type: none"> <li>○ Ensure a wide range of affordable housing options are available (e.g., apartments, condos, townhouses, etc.)</li> <li>○ Partner with developers to offer affordable and accessible housing options, including social housing.</li> <li>○ Work towards ending homelessness.</li> <li>○ Allow tiny homes.</li> </ul> </li> <li>→ <b>Monitor and adapt to growth, slowing it when necessary.</b> <ul style="list-style-type: none"> <li>○ Shape and support growth for the benefit of existing and future residents.</li> <li>○ Align infrastructure with projected growth, ensuring the city can support current and new residents.</li> <li>○ Create a growth management strategy.</li> </ul> </li> <li>→ <b>Focus on core infrastructure, services (e.g., water, public transportation), community spaces, and maintenance planning.</b> <ul style="list-style-type: none"> <li>○ Improve urban planning (e.g., efficient roads).</li> <li>○ Ensure infrastructure and spaces are accessible.</li> <li>○ Commit to green spaces and incentivize, attract, and promote green businesses.</li> <li>○ Preserve the small-town feel. “<i>Stay true to rural roots.</i>”</li> <li>○ Clean-up/fix downtown, making it an attractive place to be.</li> <li>○ Create and/or update the master plan.</li> <li>○ Develop policies for best practices in housing development.</li> </ul> </li> </ul> </li> <li>▶ Other suggestions                             <ul style="list-style-type: none"> <li>→ <b>Encourage transparency in actions and communications.</b> <ul style="list-style-type: none"> <li>○ Publish spending and encourage financial transparency.</li> </ul> </li> </ul> </li> </ul>

- **Communicate with other municipalities with similar goals or who have had success in similar areas.**
  - What worked well? What was challenging? How are other communities meeting the needs of residents?
- **Invest in local businesses and attract new business.**
  - Remove roadblocks, increase support, and create a welcoming atmosphere for new and small businesses.
- **Manage developers and developments effectively.**
  - Set and enforce reasonable property standards.
  - Encourage construction of affordable, accessible housing.
  - Create policies that sustain green and community spaces.
  - Encourage sustainable and ethical development practices.
- **Prioritize inclusion.**
  - Ensure community spaces are accessible and barrier free.
  - Provide support for newcomers.
- **Improve resident communication and engagement.**
  - Improve social media and website coverage, while maintaining traditional communications.
  - Engage residents frequently to identify wants and needs.
  - Celebrate community heritage through local activities.
- **Prioritize staffing and staff training to increase engagement.**



**Table 6: Strategic priority suggested edits and steps for achievement (SP5).**

Strategic priority	Suggested changes to wording			Suggestions for achievement
	ADD	REMOVE	CHANGE	
<p>Increase staff engagement, retention, and capacity.</p> <p>Potential Revision: Increase staff engagement, retention and capacity, aligned to community needs and resources.</p>	<ul style="list-style-type: none"> <li>▶ Top themes                             <ul style="list-style-type: none"> <li>→ “In all departments.”</li> <li>→ “Attuned to demographic/community groups/needs.”</li> <li>→ Language about fiscal responsibility and government efficiency.</li> <li>→ Focus on affordability.</li> </ul> </li> <li>▶ Other ideas                             <ul style="list-style-type: none"> <li>→ Focus on sustainability.</li> <li>→ Prioritize staffing (i.e., retention, capacity, and engagement).</li> </ul> </li> </ul>		<ul style="list-style-type: none"> <li>▶ Top themes                             <ul style="list-style-type: none"> <li>→ Increase clarity, specificity, and meaning (e.g., add measurable goals), while simplifying the statement.</li> <li>→ The priority feels too internal.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>▶ Top potential actions                             <ul style="list-style-type: none"> <li>→ <b>Increase staff engagement, communication, expectations, and commitment.</b> <ul style="list-style-type: none"> <li>○ Focus on employing and retaining staff who are passionate about the community.</li> <li>○ Seek and respond to feedback from staff, focusing on creating spaces for all staff to be heard.</li> <li>○ Consider flexing work schedules.</li> <li>○ Address the [current] toxic workplace culture.</li> <li>○ Treat and pay staff well.</li> <li>○ Encourage team building between departments.</li> <li>○ Prioritize inclusion and promote diversity when hiring.</li> <li>○ Provide training for employees.</li> </ul> </li> <li>→ <b>Offer a competitive wage for TWN staff.</b> <ul style="list-style-type: none"> <li>○ Align compensation and benefits with market trends.</li> <li>○ Pay staff who work for TWN enough to live in TWN.</li> </ul> </li> <li>→ <b>Increase staffing and council member levels and capacity, including hiring new roles (e.g., planners).</b> <ul style="list-style-type: none"> <li>○ Align staffing levels to community need and growth.</li> <li>○ Consider seasonal staffing for busier times.</li> <li>○ Empower HR to make decisions and changes.</li> <li>○ Consider succession planning.</li> </ul> </li> </ul> </li> <li>▶ Other suggestions                             <ul style="list-style-type: none"> <li>→ <b>Focus on core services.</b></li> <li>→ <b>Improve social media presence.</b></li> <li>→ <b>Increase the budget.</b></li> <li>→ <b>Encourage transparency in actions and communications.</b></li> </ul> </li> </ul>

- ▶ Additional comments
  - One respondent said that TWN's values are not being upheld.

## Observations

Feedback from TWN's stakeholder engagement and consultation process indicates that residents and staff are mostly in agreement with the strategic priorities identified by TWN in the strategic planning process.

Both residents and staff identify the intended primary strategic priority, "a growing, safe, inclusive, and sustainable community," as most important, followed by priorities related to delivering quality community service, and fostering appropriate growth.

Several generally consistent themes emerged across engagement questions, which can reinforce and inform intended next steps in the planning process, including:

- ▶ Ensuring strategic priorities are clear, specific, and measurable, with relevance to community members (i.e., in alignment with wants and needs).
- ▶ Focusing on affordability and affordable housing/development within the Township.
- ▶ Increasing and improving communications with TWN, including more transparency in communications and actions, as well as accessible streams of communication.
- ▶ Ensuring appropriate and efficient fiscal management that supports current residents, while encouraging and sustaining growth.
- ▶ Focusing on partnership development.
- ▶ Maintaining, improving, and growing core infrastructure and services in alignment with population growth, including supporting and attracting local businesses.
- ▶ Prioritizing diversity, equity, inclusion, and accessibility.
- ▶ Continually monitoring and adapting to growth and recognizing when it is necessary to slow growth.
- ▶ Ensuring adequate staff capacity, engagement, training, and compensation.

# Township of Wellington North Strategic Plan

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**Draft Content**

October 13, 2023



# Contents

- Introduction ..... 3
- Process and Approach..... 4
  - Phase 1: Connecting and Taking Stock..... 4
  - Phase 2: Engaging and Creating..... 4
- Our Path Forward..... 5
- Our Goals and Why They Matter ..... 6
- Implementation ..... 7
- Moving Forward..... 7

## Introduction

Wellington North includes both urban and rural settings, abundant agricultural land, and a substantial industrial base. Established neighbourhoods are complemented by new residential development, and small urban centres by rural countryside. Residents enjoy the benefits of a small-town atmosphere, a wealth of conservation land and natural areas, and highly rated community services.

The Township of Wellington North (the Township) balances residential, commercial, and industrial growth. It offers an array of community services, including emergency, environmental, arts and culture, recreation, and transportation-related services, along with support for small and large businesses.

Over several recent terms of Council, the Township has advanced its strategic planning framework. The 2019-2022 strategic plan was focused upon modernization and efficiency, partnerships, municipal infrastructure, and alignment and integration.

The new 2023-2026 strategic plan has been developed through community engagement, staff participation, and Council deliberation. Planning has been based on key principles to build upon existing foundations, integrate key initiatives, and facilitate continuous improvement. As always, the focus of the planning process has been to align community vision and goals with the Township's mission and actions.

## Process and Approach

The Township has developed an action-oriented and results-based plan that delivers value to community, aligns with potential partners, and provides for ongoing adaptation and performance management. The planning process included taking stock of past successes, applying the knowledge and expertise of staff, and engaging with community to learn the priorities that will continue to deliver the most public value. The Township envisions sustaining this approach through current and future cycles of strategic planning.

The planning process has been overseen by the Township's Senior Management Team, supported by a Staff Project Team, and facilitated by an external consultant. Specific steps in the planning process included:

### Phase 1: Connecting and Taking Stock

- environmental scan to identify current community issues
- summarization of progress made in the last strategic plan
- community survey of community priorities and service satisfaction

### Phase 2: Engaging and Creating

- Council workshop to understand community priorities and insights on what Council would like to achieve going forward
- staff consultation on key community issues, and ability to deliver and continuously improve core services
- Steering Committee and Project Team workshops to develop draft priorities
- community consultation for feedback on the draft priorities and input on potential actions
- development of the draft strategic plan framework, including priorities, objectives, and success statements

## Our Path Forward

The primary strategic priority for the Township of Wellington North is to build: ***a safe, sustainable, and welcoming community.***

Across multiple opportunities to provide input, Wellington North stakeholders emphasized the importance of aligning action to community needs and available resources, and a desire for a community that is accessible and affordable for everyone.

Building a safe, sustainable, welcoming community is the broad purpose that the remaining strategic priorities serve. To do so, aligned to community need and for the benefit of current and future residents, the Township will:

- ▶ shape and support sustainable growth
  - so that the Township maintains and supports growth for a balanced and inclusive community
- ▶ deliver quality, efficient community services aligned with the Township's mandate and capacity
  - so that the Township carefully maintains, enhances, and improves services that are balanced with community needs and resources
- ▶ enhance information sharing and participation in decision-making
  - so that the Township increases engagement and sense of community

## Our Goals and Why They Matter





## Implementation

The Township built its strategic planning framework over the course of its last several strategic plans. Planning has typically been based on key principles to build upon existing foundations, frame key community priorities, and integrate core municipal initiatives and operations. This strategic plan goes one step further and provides a framework for ongoing strategy management.

With implementation, the focus shifts to ongoing delivery, adaptation to changes that occur throughout the duration of the plan, and continuous improvement. These aims will be supported by leveraging (a) an internal priority to maximize staff engagement, retention, and capacity and (b) an implementation plan, including definitions of success, key objectives, and implementation milestones for each strategic priority. Together, these efforts will allow the Township to effectively and efficiently action the plan and continue to deliver value to Wellington North.

## Moving Forward

At the onset of the planning process, a significant majority of residents indicated satisfaction with quality of life in Wellington North and a satisfaction with the services provided by the Township. Through the planning process itself, the great majority of stakeholders indicated support for the strategic priorities that have emerged, and made concrete suggestions that have been used to frame success and identify targets, and will be used to carry out the plan.

This strategic plan builds upon existing foundations, provides a framework to adapt to change over the next three years, and has been directly shaped by the community. Community members have prioritized a safe, sustainable, and welcoming community. And towards this end, through its 2023-2026 Strategic Plan, the Township will integrate its key initiatives, adapt to the changes that occur over time, and action its strategic priorities.

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH  
MINUTES OF REGULAR COUNCIL MEETING – OCTOBER 10, 2023 AT 2:00 P.M.  
CLOSED SESSION PRIOR TO OPEN SESSION AT 1:00 P.M.  
MUNICIPAL OFFICE COUNCIL CHAMBERS, KENILWORTH  
HYBRID MEETING - IN PERSON AND VIA WEB CONFERENCING**

**Members Present:**

**Mayor:** Andrew Lennox  
**Councillors:** Shery Burke (left at 4:00 p.m.)  
Lisa Hern (via Zoom)  
Steve McCabe  
Penny Renken

**Staff Present:**

**Chief Administrative Officer:** Brooke Lambert  
**Director of Legislative Services/Clerk:** Karren Wallace  
**Deputy Clerk:** Catherine Conrad  
**Chief Building Official:** Darren Jones  
**Human Resources Manager:** Amy Tollefson  
**Manager Community & Economic Development:** Dale Small  
**Senior Project Manager:** Tammy Stevenson  
**Community Recreation Coordinator:** Tasha Grafos  
**Director of Finance:** Jerry Idialu  
**Manager Environment and Development Services:** Corey Schmidt  
**Director of Fire Services:** Chris Harrow  
**Deputy Fire Chief:** Marco Guidotti  
**Deputy Fire Chief:** Callise Loos  
**Drainage Superintendent:** Neal Morris  
**Drainage Engineer:** Thomas Jackson  
**Risk Management Officer:** Kyle Davis  
**Manager of Development Planning:** Curtis Marshall  
**Senior Planner:** Matthieu Daoust

## **CALLING TO ORDER**

Mayor Lennox called the meeting to order.

## **ADOPTION OF THE AGENDA**

RESOLUTION: 2023-351

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT the Agenda for the October 10, 2023 Regular Meeting of Council be accepted and passed with the following amendment:

### **ITEMS FOR CONSIDERATION**

#### **2. ADMINISTRATION**

a. Report CAO 2023-11 Conservation Authorities Act – Memorandum of Understanding/Agreements Implementation and Update

- revised attachment “C”

### 3. OPERATIONS

c. Report OPS 2023-034 being a report on the proposed Mount Forest Outdoor Pool and Aquatics Centre detailed design update

- revised attachment "A"

CARRIED

### DISCLOSURE OF PECUNIARY INTEREST

No pecuniary interest declared.

### CLOSED MEETING SESSION

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

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

RESOLUTION: 2023-352

Moved: Councillor Renken

Seconded: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North go into a meeting at 1:01 p.m. that is closed to the public under subsection 239 (2) of the Municipal Act, 2001, specifically:

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

CARRIED

### 1. REPORTS

- Report EDO 2023-022 Senior of the Year and Ontario Volunteer Award Nominations for 2024
- Report CAO 2023-013 Wellington North Fire Services Management Update

### 2. REVIEW OF CLOSED SESSION MINUTES

- September 25, 2023

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

RESOLUTION: 2023-353

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North rise from a closed meeting session at 1:49 p.m.

CARRIED

RESOLUTION: 2023-354

Moved: Councillor Renken

Seconded: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North receive Report EDO 2023-022 Senior of the Year and Ontario Volunteer Award Nominations for 2024;

AND FURTHER THAT Council approve the confidential direction to staff.

CARRIED

RESOLUTION: 2023-355

Moved: Councillor Renken

Seconded: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North receive Report CAO 2023-013 Wellington North Fire Services Management Update;

AND FURTHER THAT Council approve the confidential direction to staff.

CARRIED

RESOLUTION: 2023-356

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North approve the Closed Meeting Minutes of the September 25, 2023 Council Meeting.

CARRIED

## **O'CANADA**

## **COUNTY COUNCIL UPDATE**

Andrew Lennox, Mayor

Mayor Lennox provided the following:

- Housing and homelessness. The issue is rising across the County and the service area in the City Guelph. It is expected that the County will be millions over budget to accommodate the need of people in emergency shelter situations, or through homelessness prevention programs for people who need help with rent, or utilities to stay in their homes. The demand is growing significantly and is of great concern. The County is trying to respond to it but the need for housing is outstripping the County's ability to provide it. We can't address this issue on our own at the municipal level. Assistance is needed from Federal and Provincial partners. It underlies the housing issue in general as there are more people demanding housing than there are homes for them to live in that they can afford. It's been extenuated with housing costs going up in the past four to five years and higher interest rates. Staff are trying to look after the homeless, but it is increasingly difficult. If you run into someone who is homeless that you think needs assistance please reach out to Social Services at the County and connect them so they can access the services that we have available.

- There have been significant building projects that came in over budget. Building costs have gone up substantially. The construction index, particularly on non-residential buildings is up over 25% in the last couple of years; which has a huge impact on our budget, both now and going forward.

Councillor McCabe inquired if there is an appetite to scale back some of the amenities for the Arthur Works Garage or Erin Library. Mayor Lennox explained that the Council had committed to three major projects, Erin Library, Arthur Works Garage, and the transitional housing located in the City of Guelph that all came in significantly over budget. The County Council decided to move ahead with those projects however there was a Special Council Meeting on Friday and there is an appetite to revisit some of the projects going forward to ensure they are done with the most economical thoughts in mind. It's possible that there will be a review of the plans for future works garages as there are a number of others that require replacement. The library portfolio is complete, so we won't be dealing with cost escalation there. The housing issue is going to be with us and with cooperation from the City of Guelph we have been able to bring on more housing spaces, such as the transitional housing at 65 Delhi St., and some cooperative ones with Kindle Communities and some others. There are three other projects in the City of Guelph that have brought in additional beds for the homeless, some with support through mental health and addictions.

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

RESOLUTION: 2023-357

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North recess the September 25, 2023 Regular Meeting of Council at 2:10 p.m. for the purpose of holding a Public Meeting under the Planning Act:

- Holtz Grain Limited, Zoning By-law Amendment
- 5053745 Ontario Inc, Zoning By-law Amendment and Official Plan Amendment

CARRIED

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

RESOLUTION: 2023-358

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North resume the October 25, 2023 Regular Meeting of Council at 2:31 p.m.

CARRIED

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

- a. By-law Number 090-2023 being a by-law to amend By-law 66-01, being a Zoning By-law for the Township of Wellington North. (Concession 5, Lot 22 and Part Lot 23 with civic address of 7552 Sideroad 9 W, Holtz Grain Limited)

RESOLUTION: 2023-359

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT By-law Number 090-23 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. (Concession 5, Lot 22 and Part Lot 23 with civic address of 7552 Sideroad 9 W, Holtz Grain Limited)

CARRIED

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

1. Regular Meeting of Council, September 25, 2023

RESOLUTION: 2023-360

Moved: Councillor McCabe

Seconded: Councillor Renken

THAT the minutes of the Regular Meeting of Council held on September 25, 2023 be adopted as circulated.

CARRIED

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

No business arising from previous meetings of Council.

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

2a, 2b, 2c, 3a, 3c, 4a, 5a, 5b, 8a, 8c

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

RESOLUTION: 2023-361

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT all items listed under Items For Consideration on the October 10, 2023 Council agenda, with the exception of those items identified for separate discussion, be approved and the recommendations therein be adopted:

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Mount Forest Aquatics Ad-Hoc Advisory Committee meeting held on August 22, 2023.

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Saugeen Valley Conservation Authority Board of Directors Meeting held on July 20, 2023.

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Maitland Valley Conservation Authority, Membership Meeting #7-2023 held on June 21, 2023 and Membership Meeting #8-2023 held on July 19, 2023.

THAT the Council of the Corporation of the Township of Wellington North receive Report OPS 2023-035 being a report on Cachet Developments (Arthur) Security Reduction Request;

AND FURTHER THAT Council receive the correspondence from Dustin Lyttle, Triton Engineering Services Limited, dated October 3, 2023, regarding Cachet

Developments (Arthur) Phases 1 & 2 and Preston Street Reconstruction Letter of Credit Adjustments – October 2023;  
AND FURTHER THAT Council grant Cachet Developments (Arthur) for its Preston Street subdivision in the community of Arthur (Draft Plant 23T-20202) and Preston Street Reconstruction a reduction in securities to the retained amount of \$3,675,000.00, subject to the submission of a Statutory Declaration re: Payment of Accounts by the Developer to the Township CBO.

THAT the Council of the Corporation of the Township of Wellington North receive Report DC 2023-027 being a report on Forest View Estates Amending Subdivision Agreement;

AND FURTHER THAT Council authorize the Mayor and Clerk to sign the by-law to enter into the amending agreement in the form, or substantially the same form as the draft amending Agreement.

THAT the Council of the Corporation of the Township of Wellington North receive the Vendor Cheque Register Report dated October 2, 2023.

THAT the Council of the Corporation of the Township of Wellington North receive the Guelph Wellington Crime Stoppers Fall 2023 CSGW Newsletter.

CARRIED

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

RESOLUTION: 2023-362

Moved: Councillor Hern

Seconded: Councillor Renken

THAT the Council of the Corporation of the Township of Wellington North receive Report CAO 2023-011 regarding the implementation of the various Memorandum of Understandings and Cost Apportioning Agreements required as part of the Conservation Authorities Act, between the Township and with the:

- Grand River Conservation Authority (GRCA)
- Maitland Valley Conservation Authority (MVCA)
- Saugeen Valley Conservation Authority (SVCA)

AND THAT Council approves entering into said Memorandums of Understanding/Agreements as outlined herein;

AND FURTHER THAT Council directs staff to bring By-laws authorizing the MOUs/Agreements to a future meeting of Council;

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

CARRIED

RESOLUTION: 2023-363

Moved: Councillor McCabe

Seconded: Councillor Hern

THAT the Council of the Corporation of the Township of Wellington North receive Report CAO2023-012 regarding the Wellington North Fire Services Review.

AND THAT Council endorses the continuation and further development of the Fire Services Partnership with the Town of Minto, with an emphasis on collaboration, efficient and cost-effective delivery of services, and mutual benefit to the community.

AND FURTHER THAT Council direct staff to work with the Town of Minto to revise the current agreement to reflect a more formalized “Shared Fire Services Management” partnership approach and that this agreement be brought back to Council for approval.

AND FURTHER THAT Council directs staff to review the Fire Services Budget and make recommendations during the 2024 Budget process related to staffing and the additional resources required to support the partnership.

AND FURTHER THAT Council directs staff to develop a three-year work plan that will address the following priorities.

- Fire Services Master Plan
- Community Risk Assessment
- Facility Review/Mount Forest Fire Station Design

AND FURTHER THAT Council directs staff to work with the Shared Fire Service Management Team to strengthen and align Township policies and procedures, specifically with respect to Human Resources.

AND FURTHER THAT Council directs staff to ensure ongoing communication with all stakeholders about the partnership, and that within the Wellington North Fire Services there is a renewed focus on internal unity, respect, co-operation.

CARRIED

RESOLUTION: 2023-364

Moved: Councillor Burke

Seconded: Councillor Hern

THAT the Council of the Corporation of the Township of Wellington North receive Report CLK 2023-032 being a report to consider the final engineer’s report for the proposed drainage works for George Kirkness (Asbridge) Drain;

AND FURTHER THAT Council hereby approves the final Engineer’s report dated August 30, 2023, prepared by K. Smart Associates Limited file No. 22-198;

AND FURTHER THAT Council give first and second reading to a provisional by-law to adopt the final engineers report;

AND FURTHER THAT the Mayor and Clerk are authorized to sign the provisional by-law to adopt the final engineers report;

AND FURTHER THAT Council set the date for the Court of Revision as November 6, 2023 at 2:00 p.m. to hear any appeals filed in this matter.

AND FURTHER THAT Council of the Township of Wellington North hereby appoint the following individuals to sit on the Court of Revision:

- Councillor McCabe;
- Councillor Burke; and
- Councillor Renken;



AND FURTHER THAT the Mayor and Clerk be authorized to sign the by-law to appoint those members to the Court of revision.

CARRIED

Neal Morris, Drainage Superintendent, provided a history of the drain and project background, explaining the work that will take place, the process, that the purpose of this meeting is to provide landowners and Council the opportunity for questions to the engineer on aspects of the design, and allow landowners opportunity to add or remove their names from the petition. No assessment appeals will be considered at this meeting but will be heard by the Court of Revision. Council can refer the report back to the engineer to make changes; or can give first and second reading to the by-law and set a date for the Court of Revision. Notices will be sent to affected landowners.

Mayor Lennox asked any landowners affected by the drainage works wanted to add or remove their name from the petition. No one requested that their name be added or removed from the petition.

Mayor Lennox opened the floor for questions or comments.

Phares Martin, upstream landowner inquired if the new tile work (red line shown on mapping) will be higher than the existing ditch. Mr. Morris explained that it is proposed to be lower than the existing ditches, which is one of the reasons it is on an angle. They are proposing to put a catch basin with a knock out on the corner of Highway 6 and Sideroad 2 that is about 1.2 metres lower than the existing ground elevation and should give adequate outlet for the lands if required. There will be minimal grade along Sideroad 2 and cleaning out some of the existing ditch downstream of Sideroad 2 to get the grade that is needed. Tiles could be connected to the proposed catch basin. Mr. Martin asked if the existing tile under Highway 6 is going to be used. Mr. Morris stated that the problem with the existing crossing is it is not deep enough. They are going farther downstream to get the grade that is needed to get a deep enough outlet for the lands upstream of Highway 6.

Mayor Lennox asked for clarification that the current award drain is a surface drain and is it being replaced with a covered drain to the outlet point where it crosses Sideroad 2. Mr. Morris confirmed that is correct. Mayor Lennox inquired if the covered portion of the drain will run along Sideroad 2 on the north side of the road allowance with a branch that goes to the current surface drain on the west side of the highway and will have a catch basin placed there. Mr. Morris confirmed that is correct. Mayor Lennox commented that the existing surface drain will be used as the overflow swale and asked if that continues to be an award drain or do we abandon that portion of the award drain. Mr. Morris stated that it will become part of the overflow swale which will be part of the municipal drain and will no longer have a status as an award drain. The problem with award drains is that they are to be maintained the landowners along it at their cost and there isn't a good way of enforcing it, grants are not available, and a number of issues. The original award drain wasn't nearly as deep as what the landowners in this area need to get tile outlets.

Cleon Weber requested clarification regarding page 28 of the report where there is a reference to tile beside his name and roll number and asked what that means. Mr. Morris stated that his understanding is that Mr. Weber's property is on the southwest corner of the map. The neighbour to the north has an existing tile that crosses through their land. An overflow swale along the old railway line is being created, then going through the north side of Mr. Weber's property where there are a number trees and debris. They plan to dig out an overflow swale and clean out a portion of the existing ditch on his property. There will not be tile. Mr. Morris will look into the reference to tile and deal with this issue at the Court of Revision.

Phares Martin asked where the existing award ditch starts and is it going to stay or is it going to be closed. Mr. Morris stated the award drain would be superseded by this report. If there are parts that are not incorporated upstream on roll number 009-024 that are still the award drain those would remain. The award drain, for the most part, was open ditch, and essentially all of it will be made tile or incorporated it. Not much of the award drain would have any status after this report goes through.

Councillor McCabe inquired about the cost of \$268 per metre. Mr. Morris stated that is correct. Prices used are post-pandemic pricing and includes engineering costs.

RESOLUTION: 2023-365

Moved: Councillor Renken

Seconded: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North receive Report OPS 2023-033 being a report on Arthur Wastewater Treatment Plant Expansion Phase 2;

AND FURTHER THAT Council approve, in principle, the work plan as presented within this report;

AND FURTHER THAT Council direct staff to authorize the consulting engineer to send request for the extension of the existing Arthur Wastewater Treatment Plant ECA to the MECF.

AND FURTHER THAT Council direct staff to authorize the consulting engineer to complete the detailed design and tender package for the Arthur Wastewater Treatment Plant Expansion Phase 2 as outlined within this report and set a budget for this project at \$148,721.56 inclusive of applicable taxes;

AND FURTHER THAT Council approve and direct staff to utilize the Sanitary Sewer Reserve Funds to fund the detailed design of the Arthur Wastewater Treatment Plant Expansion Phase 2 in the amount of \$148,721.56 inclusive of applicable taxes;

AND FURTHER THAT Council direct staff bring the Arthur Wastewater Treatment Plant Expansion Phase 2 forward as part of the 2024 budget discussion;

AND FURTHER THAT Council direct staff to suspend the Village of Arthur from the Sewage Allocation Policy and no further sewage allocations be granted in Arthur to developments as per policy at this time until the Phase 2 expansion has been tendered and awarded;

AND FURTHER THAT Council direct staff to bring forward a future report in Spring 2024 with recommendations for Sewage Allocation in Arthur for in-fill lots that will be issued by the Building Department.

AND FURTHER THAT Council authorize the Senior Project Manager or their designate to sign any necessary agreements with the consulting engineer to execute this project;

AND FURTHER THAT Council direct staff to extend the expiration date by 2 years on existing Sewage Agreements that have been executed as of the date of this report.

CARRIED

Moe Bachi, Seawaves Homes Ltd., was present to request a sewage allocation extension by two years for the allocation given for thirty-seven townhouses in April 2021.

RESOLUTION: 2023-366

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North receive Report OPS 2023-034 being a report on the proposed Mount Forest Outdoor Pool and Aquatics Centre detail design update;

AND FURTHER THAT Council approve, in principle, the updated work plan as presented within this report.

CARRIED

RESOLUTION: 2023-367

Moved: Councillor Burke

Seconded: Councillor Reken

THAT the Council of the Corporation of the Township of Wellington North receive Report EDO 2023 – 019 on the Fundraising Plan for the Mount Forest Aquatics Centre,

AND THAT council supports the following recommendations from the Mount Forest Aquatics Ad Hoc Advisory Committee:

THAT the Mount Forest Aquatics Ad Hoc Advisory Committee recommend that Council support the 18-month Internal Fundraising approach as presented by staff;

AND FURTHER THAT the Mount Forest Aquatics Ad Hoc Advisory Committee recommend that council approve/confirm the following appointments:

- Councillor Sherry Burke as Fundraising Director
- Ray Tout as Fundraising Officer Corporate Donor Relations
- Vern Job, Shelley Weber, and Al Leach as Co-Fundraising Officers Community Donor Relations
- Jessica McFarlane as Communications/Social Media Coordinator

AND FURTHER THAT the Mount Forest Aquatics Ad Hoc Advisory Committee support the staff recommendation to recruit a fundraising coordinator position.

CARRIED

RESOLUTION: 2023-368

Moved: Councillor McCabe

Seconded: Councillor Renken

THAT the Council of the Corporation of the Township of Wellington North receive Report CLK 2023-035 Ranking Housing Affordability Task Force recommendations.

AND THAT Council approve the following as their top five:

- 44: 36) Recommend that the federal government and provincial governments update HST rebate to reflect current home prices and begin indexing, and that the federal government match the provincial 75% rebate and remove any clawback.
  - 45: 37) Align property taxes for purpose-built rental with those of condos and low-rise homes.
  - 47: 39) Eliminate or reduce tax disincentives to housing growth.
  - 52: 44) Work with municipalities to develop and implement a municipal services corporation utility model for water and wastewater under which the municipal corporation would borrow and amortize costs among customers instead of using development charges.
18. 14) Require that public consultations provide digital participation options.

AND FURTHER THAT Staff be directed to submit the rankings to the Ministry of Municipal Affairs together with the comments that prime agricultural land needs to be protected from development and supports need to be in place to support building 1.5 million homes by 2031 including social services and supports, policing, education, and healthcare.

CARRIED

RESOLUTION: 2023-369

Moved: Councillor Renken

Seconded: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North receive for information Report CLK 2023-034 Animal Control Officer activity.

CARRIED

RESOLUTION: 2023-370

Moved: Councillor McCabe

Seconded: Councillor Renken

THAT the Council of the Corporation of the Township of Wellington North receive correspondence date August 28, 2023 from Helen Edwards, Seniors' Centre for Excellence Seniors' Health Services Coordinator, requesting a proclamation for Canada's Fall Prevention Month.

CARRIED

RESOLUTION: 2023-371

Moved: Councillor McCabe

Seconded: Councillor Renken

WHEREAS, older adults in Canada have been and continue to be valued and important life-long contributors to the advancement of Canadian society;

WHEREAS, older adults are at risk of fatal fall-related injuries as well as non-fatal fall-related injuries that frequently result in disability, chronic pain, loss of independence, and reduced quality of life;

WHEREAS, falls are the leading cause of injury-related deaths and hospitalizations and cost the healthcare system \$9.1 billion (direct costs), resulting in 1.5M emergency department visits, 133,017 hospitalizations, 38,848 disabilities, and 5,249 deaths;

WHEREAS, Fall Prevention Month is an annual call to action campaign that encourages Canadian organizations and individuals to come together to deploy fall prevention efforts each November for a coordinated and larger impact. Everyone has a role to play in creating change to prevent falls and fall-related injuries;

THEREFORE, We, Mayor Lennox and Council members of the Township of Wellington North do hereby proclaim November as Fall Prevention Month.

CARRIED

RESOLUTION: 2023-372

Moved: Councillor McCabe

Seconded: Councillor Hern

THAT the Council of the Corporation of the Township of Wellington North receive the correspondence dated September 25, 2023 from The Royal Canadian Legion, Br. #134 Mount Forest request for permission to distribute poppies and hold a Remembrance Day service and parade;

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

CARRIED

### NOTICE OF MOTION

No notice of motion

### COMMUNITY GROUP MEETING PROGRAM REPORT

Councillor Renken (Ward 1):

- Lynes Blacksmith Shop Culture Days held on September 30<sup>th</sup> had a number of attendees that superseded attendance numbers in the past. Many Lynes family members attended. The fundraiser for the roof repairs had bakers volunteer from the Archives and the Hospital Auxiliary

Councillor McCabe (Ward 4):

- SVCA meeting since our last Council Meeting regarding 2024 draft budget. The Conservation Authority is waiting to hear from the Province if user fees can be increased to supplement the budget.
- The ROMA monthly meeting will be held this Thursday and Friday in Toronto

### BY-LAWS

- a. By-law Number 089-2023 being a Provisional Drain By-law to provide for the construction of the George Kirkness (Asbridge) Drainage Works.

RESOLUTION: 2023-373

Moved: Councillor McCabe

Seconded: Councillor Hern

THAT By-law Number 089-2023 being a Provisional Drain By-law to provide for the construction of the George Kirkness (Asbridge) Drainage Works be read a First and Second time and provisionally enacted.

CARRIED

- b. By-law 091-2023 being a by-law to amend By-law 084-2023 being a by-law to authorize a Subdivision Agreement (940749 Ontario Limited, Forest View Estates, Coffey)

RESOLUTION: 2023-374

Moved: Councillor Renken

Seconded: Councillor McCabe

THAT By-law Number 091-2023 being a by-law to amend By-law 084-2023 being a by-law to authorize a Subdivision Agreement be read a First, Second and Third time and enacted. (940749 Ontario Limited, Forest View Estates, Coffey)

CARRIED

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

RESOLUTION: 2023-375

Moved: Councillor McCabe

Seconded: Councillor Hern

THAT By-law Number 092-23 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 October 10, 2023 be read a First, Second and Third time and enacted.

CARRIED

#### **ADJOURNMENT**

RESOLUTION: 2023-376

Moved: Councillor McCabe

Seconded: Councillor Renken

THAT the Regular Council meeting of October 10, 2023 be adjourned at 4:19 p.m.

CARRIED

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**MAYOR**

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**CLERK**

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH  
PUBLIC MEETING MINUTES – OCTOBER 10, 2023 @ 2:00 P.M.  
HYBRID MEETING – IN PERSON AND VIA WEB CONFERENCING**

**Members Present:**

<b>Mayor:</b>	<b>Andrew Lennox</b>
<b>Councillors:</b>	<b>Shery Burke (left at 4:00 p.m.)</b>
	<b>Lisa Hern (via Zoom)</b>
	<b>Steve McCabe</b>
	<b>Penny Renken</b>

**Staff Present:**

<b>Chief Administrative Officer:</b>	<b>Brooke Lambert</b>
<b>Director of Legislative Services/Clerk:</b>	<b>Karren Wallace</b>
<b>Deputy Clerk:</b>	<b>Catherine Conrad</b>
<b>Chief Building Official:</b>	<b>Darren Jones</b>
<b>Human Resources Manager:</b>	<b>Amy Tollefson</b>
<b>Manager Community &amp; Economic Development:</b>	<b>Dale Small</b>
<b>Senior Project Manager:</b>	<b>Tammy Stevenson</b>
<b>Community Recreation Coordinator:</b>	<b>Tasha Grafos</b>
<b>Director of Finance:</b>	<b>Jerry Idialu</b>
<b>Manager Environment and Development Services:</b>	<b>Corey Schmidt</b>
<b>Director of Fire Services:</b>	<b>Chris Harrow</b>
<b>Deputy Fire Chief:</b>	<b>Marco Guidotti</b>
<b>Deputy Fire Chief:</b>	<b>Callise Loos</b>
<b>Drainage Superintendent:</b>	<b>Neal Morris</b>
<b>Drainage Engineer:</b>	<b>Thomas Jackson</b>
<b>Risk Management Officer:</b>	<b>Kyle Davis</b>
<b>Manager of Development Planning:</b>	<b>Curtis Marshall</b>
<b>Senior Planner:</b>	<b>Matthieu Daoust</b>

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

Mayor Lennox called the meeting to order

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

No pecuniary interest disclosed.

#### **OWNERS/APPLICANT**

ZBA 10/23 – 5053745 ONTARIO INC.

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

The land subject to the proposed zoning amendment and Official Plan Amendment is legally described as Plan of Mount Forest Part; Park Lot 4 RP61R22383 Parts; 2 And 3 and municipally described as 440 Wellington Street East. The subject property has a total area of 0.984 ha (2.43 ac). 0.56 ha.

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

The purpose and effect of the proposed Zoning By-law amendment will rezone the lands from Residential (R1C) Zone to Residential Site Specific (R3-XX) to permit 28-unit stacked townhouse development. Additional relief may be considered at this meeting.

An Official Plan Amendment (OPA) was submitted in support of the zone amendment application, which proposes to increase the permitted density from 35 units/ha to 50 units/ha to facilitate the construction of a 28-unit stacked townhouse development.

## **NOTICE**

Notices were mailed to property owners within 120 m of the subject property as well as the applicable agencies and posted on the subject property on September 12, 2023.

## **PRESENTATIONS**

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

- Planning Report dated October 10, 2023

Mr. Daoust clarified that the size of the property is closer to 0.56 ha rather than the 0.984 ha shown in the report.

### Planning Opinion

The purpose of this zoning amendment is to rezone the subject lands from Residential (R1C) zone to Site Specific Residential (R3-20) to facilitate the proposed development of 28 stacked townhouse units. The applicant has also submitted an Official Plan Amendment to the County of Wellington to amend Section 8.3.5 a) of the County Official Plan to permit a stacked townhouse development with a density of 50 units per hectare.

The purpose of this report is to provide the Township with an overview of the proposed zoning by-law amendment and Official Plan amendment applications and facilitate the public meeting. Further, this statutory public meeting will provide the opportunity for the community and area residents to ask questions and seek more information from the applicant. It will also provide an opportunity for the applicant to address any concerns that may have been raised through the notification process.

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

### INTRODUCTION

The property subject to the proposed amendment is described as Plan Town of Mount Forest Part Park Lot 4 RP 61R22383 Parts 2 & 3, Geographic Town of Mount Forest. The subject property is 0.984 ha (2.43 ac) in size and is currently occupied by a single detached dwelling and an accessory structure.

### PROPOSAL

The purpose of this zoning amendment is to rezone the subject lands from Residential (R1C) zone to Site Specific Residential (R3-20) to facilitate the development of 28 stacked townhouse units (Figure 2). The proposed 1.5 storey development will include 44 parking spaces and a private amenity area for the residents. Site specific relief is requested to permit a reduced minimum lot area and a reduced minimum interior side yard setback.



## SUPPORTING STUDIES

The applicant has completed the following technical reports and studies in support of the proposed applications:

- A Planning Justification Report prepared by Cobide Engineering Inc
- A Functional Servicing & Stormwater Management Report prepared by Cobide Engineering Inc.

## PROVINCIAL POLICY STATEMENT (PPS)

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

## A PLACE TO GROW

The Growth Plan for the Greater Golden Horseshoe, 2020, came into effect on August 28, 2020.

The Provincial Growth Plan directs the majority of growth to settlement areas as a better use of land and infrastructure while prioritizing intensification in strategic growth areas, including urban growth centres, major transit station areas, brownfield sites and greyfields. The vast majority of growth will be directed to settlement areas that have a delineated built boundary.

Section 2.2.1.4 of the Plan seeks to achieve a complete community including a diverse mix of lands uses and provide for a more compact built form and vibrant public realm.

Section 2.2.2 establishes growth targets for development within delineated built-up areas. The proposed development is located within a built boundary per the Official Plan which states that a minimum of 20% of new housing must be within the built-up area.

## WELLINGTON COUNTY OFFICIAL PLAN

The subject lands are designated RESIDENTIAL in the Urban Centre of Mount Forest. The property is located within the defined “built boundary”.

### Intensification

The policies of Section 3 of the Official Plan outline the general strategies for guiding growth within the County. Section 3.3 sets out objectives for growth and encourages growth in urban areas. It further seeks to identify and promote opportunities for growth in the built up areas of urban centres through intensification and redevelopment where this can be accommodated, taking into account small town scale and historic streetscapes.

Section 3.3.1 identifies targets and states “by the year 2015 and for each year thereafter, a minimum of 20 percent of all residential development occurring annually will be within the built-up area”. This application is located within the build boundary and will continue to support this target.

### Urban Centres

Section 7.5.1 of the County Official Plan provides details on land use compatibility in Urban Centres “Urban Centres are expected to provide a full range of land use opportunities. Residential uses of various types and densities, commercial, industrial and institutional uses as well as parks and open space uses will be permitted where compatible and where services are available.”.

### Residential Designation

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

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

### Official Plan Amendment (OP-2023-01)

The applicant has submitted an Official Plan Amendment to the County of Wellington in support of the proposed zone amendment application. The applicant is seeking a site-specific amendment to amend Section 8.3.5 a) of the County Official Plan to permit a stacked townhouse development with a density of 50 units per hectare.

Section 8.3.5 a) states the following “that medium density development on full municipal services should not exceed 35 units per hectare (14 units per acre) for townhouses or row houses, and 75 units per hectare (30 units per acre) for apartments, although it may not always be possible to achieve these densities on smaller sites;”.

### WELLINGTON NORTH COMMUNITY GROWTH PLAN (WNCGP)

The Community Growth Plan was completed in February 2018 to establish a strategic vision for development. The Plan builds on and promotes a continued and strengthened community partnership, and the Township’s leadership role in engaging and working with the community, public and private partners, stakeholders and investors, to shape the future of Wellington North.

The Plan was shaped by a Steering Committee comprised of residents, stakeholders, Township Council and County Planning staff. Beyond that community workshops, focus groups and online surveys were conducted in September 2017.

Through these efforts the following relevant Growth Management Goals have been identified:

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

According to the 2017 Plan, available residential lands are generally sufficient to address future needs based on the population and housing growth forecasts; however, potential additional intensification, integration of a greater housing mix on available residential lands, and the positioning of greenfield development opportunities in

opportune locations would optimize the land supply towards achieving the current and future targets.

In line with provincial direction for intensification at the time, the WNCGP proposed three intensification targets. The Plan identifies a recommended intensification target of 30-40% between 2022 to 2041 within Arthur and Mount Forest.

Planning Staff note the subject lands are located within Stage 1 of the WNCGP Development Stages mapping for Mount Forest and will contribute to the proposed intensification targets outlined above. Stage 1 is identified as the first priority area for development in Mount Forest.

#### WELLINGTON NORTH ZONING BY-LAW

The subject lands are zoned Residential (R1C). The applicant is seeking to rezone to Site Specific Residential (R3-20) to facilitate the construction of 28 stacked townhouse units.

This amendment is also seeking zoning relief to permit reductions in lot area and interior side yard setbacks.

The proposed zoning and associated site specific criteria is provided below:

Zone		Required	Proposed
<b>R3-20</b>	<b>R3 Zoning Provisions – Stacked Cluster Townhouse:</b>		
	LOT AREA, Minimum	6,356 m <sup>2</sup> (68,404 ft <sup>2</sup> )	5,632 m <sup>2</sup> (60,622 ft <sup>2</sup> )
	INTERIOR SIDE YARD, Minimum (4-unit Townhouse)	6 m (19.7 ft)	2.49 m (8.17 ft)
	INTERIOR SIDE YARD, Minimum (12-unit Townhouse)	6 m (19.7 ft)	4.5 m (14.7 ft)

#### PLANNING DISCUSSION

##### Medium Density Development - Compatibility

Section 8.3.5 of the County Official Plan identifies that medium density development such as townhouses may be allowed in areas designated RESIDENTIAL subject to the requirements of the zoning by-law and further provided that the following criteria are satisfactorily met:

Policy Requirement:	Response:
a) Development should not exceed 35 units per hectare (14 units per acre) for townhouses	The proposed townhouse development is to be built with a total of 28 units on a 0.984 ha (2.43 ac) (50 units per ha).  The applicant has submitted an Official Plan Amendment as it relates to the above-mentioned density to permit the proposed development.
b) The design is compatible with existing or future development on adjacent properties	Adjacent land uses include residential and institutional uses along Wellington St E and King St E. The surrounding properties include low low/medium density residential. The proposed 1.5

	storey (19.8 foot) height is compatible to the surrounding properties.
c) The site has a suitable size and shape to accommodate the development and required infrastructure	The subject lands are 0.984 ha (2.43 ac) in size which is suitable in size and shape for a townhouse development.
d) Adequate services are available	Township staff have confirmed adequate services connections are available to service the proposed development. Water and sewage allocation would have to be obtained in accordance with the Township's sewage allocation policy process.
e) In the built boundary, medium density townhouses are encouraged to locate on major roadways and arterial roads	The property is located on Wellington St E in Mount Forest.
f) Appropriate zoning is provided	The property is proposed to be zoned Site Specific Residential (R3-20). The R3 zoning provides standards for cluster and street townhouses. Site specific standards have been proposed and are being reviewed by Planning Staff.

#### Stormwater Management

A Functional Servicing & Stormwater Management Report prepared by Cobide Engineering Inc dated May 2023 have been submitted in support of the application.

The post development runoff from the entire site will be utilizing underground chambers to control flows on the subject lands. The report summarizes that site peak flows will be improved from pre-developments conditions to post development except for the two-year design storm will see a marginal increase.

A final detailed design will be required which will be reviewed by the Township Engineer prior to final approval and construction of the proposed development.

#### NEXT STEPS

Following the public meeting, Planning Staff will consider any comments that are received and will prepare a final recommendation report including seeking council endorsement on the Official Plan Amendment and a draft zoning by-law amendment for Council's consideration.

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

Heather Imm, Senior Planner, Upper Grand District School Board

- Letter dated July 31, 2023 (No Objections)

Michael Oberle, Environmental Planning Technical, Saugeen Conservation

- Letter dated August 4, 2023 (No Objections)

Kim Funk, Source Protection Coordinator, Wellington Source Water Protection

- Email dated September 12, 2023

Raymond Petersen, Wellington North Power

- Letter dated September 22, 2023 (No Objections)

## **REQUEST FOR NOTICE OF DECISION**

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

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

The Applicant and Agents were present to answer questions.

Dana Kieffer, Cobide Engineering Inc., Agent for the Applicant, highlighted that they are proposing stacked townhouses that are approximately a storey and a half in height; which will fit in with the neighbourhood. The townhouses are split level and achieve more units in a smaller footprint that drives that density up. They have applied for an Official Plan Amendment as a caution and to keep the application moving forward. It is their understanding that the County is currently updating their Official Plan to permit a density for stacked townhouses of 75 units per ha.; which this proposal would meet. The proposed density for the site is 49 units per ha and the maximum for townhouses is 35. The maximum for apartments is 75. This proposal falls in the middle of that and they have applied for an OPA to cover off all those policies. They are asking for two interior side yard reductions. The requirement is 6m and they have applied the cluster townhouse provisions. They are asking for 2.49m for the 4 plex that fronts the road. Comparatively a 4 plex in an R2 zone the interior side yard requirement would be 1.2m and they are asking for 2.49m; but, because they are asking for the R3 zone and the cluster townhouse provisions are being applied the reduction is looking greater than in an R2 zone. The other request is for 4.5 m for the stacked townhouses that back onto the Faith Baptist Church were there is a large field that will provide some buffering. The property does support connectivity to the west with the recently developed townhouse development so there is a proposed driveway access with a breakaway fire gate for fire access.

## **COMMENTS/QUESTIONS FROM COUNCIL**

Councillor Burke commented that density in the area continues to increase dramatically and asked if there is any consideration of reducing the number of units, stating she cannot support this development with this density. Ms. Kieffer commented that the site and services are able to support this density there hasn't been any consideration to reducing the density on this site.

Councillor Renken also expressed concern with the density in the area, especially when they are asking for reduced setbacks and side yards. Every unit deserves the space that the zoning by-law affords them. Fewer units could be put in to adhere to the zoning by-law with the setbacks.

Councillor Burke commented that we continue to see these applications and we continue to increase the density on parcels that don't accommodate what is being asked for. Eventually there is going to need to be discussions based on not the small town feel we are trying to achieve while accommodating growth but how we address concerns that people move away from the city. We will need to address that at some point as we continue to increase the density in neighbourhoods at the rate that we are. Brad Willson, owner, stated that there is a push for densification to have affordable housing.

**OWNERS/APPLICANT**

ZBA 17/23 – HOLTZ GRAIN LIMITED

**LOCATION OF THE SUBJECT LAND**

The land subject to the proposed amendment is described as Concession 5, Lot 22 & Part Lot 23 with civic address of 7552 Sideroad 9 W. The subject property is approximately 82.31 ha (200.9 ac) in size.

**PURPOSE AND EFFECT OF THE APPLICATION**

The purpose and effect of the proposed amendment is to rezone the subject lands from Agricultural (A) Zone to Site Specific Agricultural (A-2) Zone. This application is seeking to rezone the retained agricultural portion of the property to prohibit any future residential development. The applicant is seeking relief on the severed parcel to permit a 660 m<sup>2</sup> (7,104 ft<sup>2</sup>) accessory structure. This rezoning is a condition of severance application B31/23, that was granted provisional approval by the Wellington County Land Division Committee. The consent will sever a 0.81 ha (2 ac) rural residential parcel with an existing dwelling and a drive shed. A 80.5 ha (198.9 ac) vacant agricultural parcel will be retained. Additional relief may be considered at this meeting.

**NOTICE**

Notices were mailed to property owners within 120 m of the subject property as well as the applicable agencies and posted on the subject property on September 14, 2023.

**PRESENTATIONS**

Matthieu Daoust, Planner, County of Wellington, presented he report prepared by Jessica Rahim, Senior Planner, County of Wellington, Township of Wellington North

- Planning Report dated October 4, 2023

**Planning Opinion**

The purpose of this zoning amendment is to prohibit future residential development on the retained agricultural portion of the subject land and to permit a 660 m<sup>2</sup> (7,104 ft<sup>2</sup>) accessory structure on the retained agricultural parcel. This rezoning is a condition of severance application B31/23, that was granted provisional consent by the Wellington County Land Division Committee in June 2023. The consent will sever a 0.81 ha (2 ac) rural residential parcel with an existing dwelling and a drive shed from the retained 80.5 ha (198.9 ac) agricultural parcel.

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

**INTRODUCTION**

The property subject to the proposed amendment is legally described as Concession 5, Lot 22 & Part Lot 23 with a civic address of 7552 Sideroad 9 W. The proposal is a condition of a recent severance application B31/23 on the property. The proposed severed parcel is 0.81 ha (2.0 ac) with an existing dwelling and a drive shed. An agricultural parcel of 80.5 ha (198.9 ac) is retained.

**PROPOSAL**

The proposal of this zoning amendment application is to prohibit future residential development on the retained agricultural portion of the subject land. Further, to recognize the existing drive shed as an accessory building on the severed parcel. This

rezoning is a condition of severance application B31/23, that was granted provisional approval by the Wellington County Land Division Committee in June 2023. The consent will sever the existing dwelling and a drive shed from the agricultural parcel under the surplus farm dwelling policies.

#### PROVINCIAL POLICY STATEMENT (PPS)

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

#### WELLINGTON COUNTY OFFICIAL PLAN

The subject lands are designated as PRIME AGRICULTURE and CORE GREENLANDS. Identified features include a GRCA regulated wetland and Flood Plain. This application is submitted to facilitate condition of the proposed severance application B31/23. Section 10.3.4 of the Official Plan implements the PPS and requires that the remnant parcel be rezoned to prohibit dwellings. The intention of this policy is to allow farmers to reduce their costs of acquiring additional farm parcels where the impact on existing and future farm operations can be kept to a minimum.

#### WELLINGTON NORTH ZONING BY-LAW

The subject lands are zoned Agricultural (A) and Natural Environment (NE). Permitted uses in the Agricultural zone include agricultural uses, single detached dwellings and accessory uses, buildings and structures. This zoning amendment will apply the standard A-2 which will restrict any future residential development on the retained agricultural parcel. Further Site Specific Agricultural (A-122) will be applied which will recognize the existing drive shed as an accessory building on the severed parcel.

#### Draft Zoning By-law Amendment

A draft zoning by-law amendment has been prepared and attached to this report for Council's consideration.

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

Andrew Herreman, CPT, Resource Planning Technician, Grand River Conservation Authority,

- Letter dated October 4, 2023 (No objection)

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

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

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

Jeff Buisman, Applicant's Agent was present to answer questions about the application.

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

Mayor Lennox inquired about the process used by other municipalities to deal with surplus farm dwelling severances. Curtis Marshall, Manager of Development Planning, commented that he is aware of the process used by another municipality. There are changes coming to the Planning Act. He will discuss the process with Township staff.

**ADJOURNMENT**

RESOLUTION: 009-2023

Moved: Councillor Burke

Seconded: Councillor Hern

THAT the Public Meeting of October 10, 2023 be adjourned at 2:31 pm.

CARRIED

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**MAYOR**

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**CLERK**





# WELLINGTON NORTH

SEMPER PORRO

## Staff Report

**To:** Mayor and Members of Council, Meeting of October 23, 2023  
**From:** Darren Jones, Chief Building Official  
**Subject:** CBO 2023-12 Building Permit Review for the month of August 2023

### RECOMMENDATION

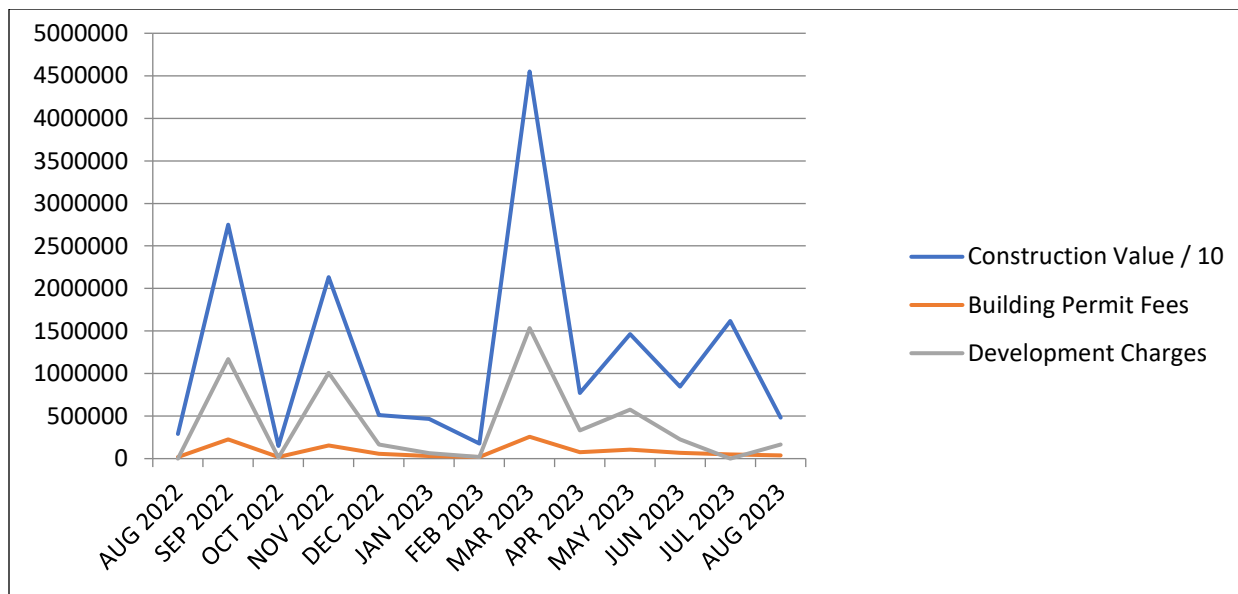
**THAT** the Council of the Corporation of the Township of Wellington North receive Report CBO 2023-12 being the Building Permit Review for the month of August 2023.

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

None.

### BACKGROUND

PROJECT DESCRIPTION	PERMITS ISSUED	CONSTRUCTION VALUE	PERMIT FEES	DEVELOPMENT CHARGES
Single Family Dwelling	7	2,971,000.00	21,000.00	125,980.80
Multi Family Dwelling	1	900,000.00	4,400.00	38,174.00
Additions / Renovations	1	72,000.00	1,200.00	0.00
Garages / Sheds	2	46,000.00	819.12	0.00
Pool Enclosures / Decks	1	89,000.00	130.00	0.00
Commercial	3	108,200.00	3,909.45	1,235.10
Assembly	0	0.00	0.00	0.00
Industrial	1	23,000.00	559.00	0.00
Institutional	0	0.00	0.00	0.00
Agricultural	4	595,000.00	4,123.23	0.00
Sewage System	0	0.00	0.00	0.00
Demolition	0	0.00	0.00	0.00
Monthly Total	20	4,804,200.00	36,140.80	165,389.90
Total Year to Date	245	104,681,350.00	646,187.74	2,954,182.65
12 Month Average	34	13,268,183.33	91,546.89	439,601.46



10 Year Monthly Average	25	4,039,609.40	34,872.91	87,769.65
10 Year, Year to Date Average	194	39,834,662.10	305,164.08	823,279.93

**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



# WELLINGTON NORTH

SEMPER PORRO

## Staff Report

**To:** Mayor and Members of Council, Meeting of October 23, 2023  
**From:** Darren Jones, Chief Building Official  
**Subject:** CBO 2023-13 Building Permit Review for the month of September 2023

### RECOMMENDATION

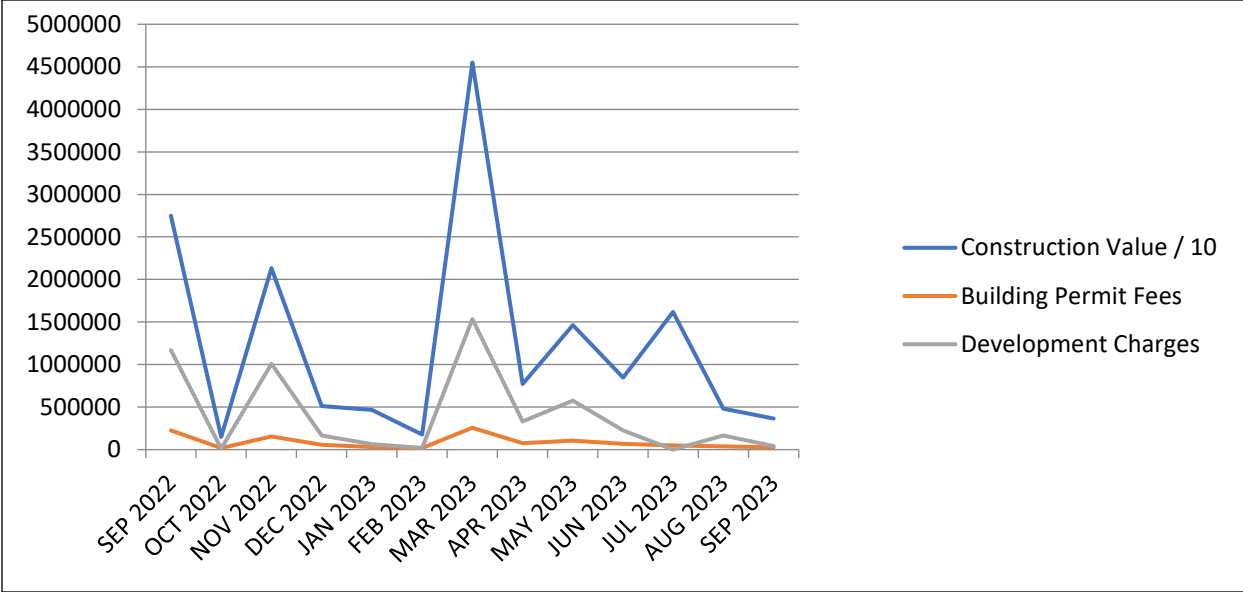
**THAT** the Council of the Corporation of the Township of Wellington North receive Report CBO 2023-13 being the Building Permit Review for the month of September 2023.

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

None.

### BACKGROUND

PROJECT DESCRIPTION	PERMITS ISSUED	CONSTRUCTION VALUE	PERMIT FEES	DEVELOPMENT CHARGES
Single Family Dwelling	1	850,000.00	3,000.00	4,560.18
Multi Family Dwelling	1	900,000.00	4,400.00	38,176.00
Additions / Renovations	3	331,000.00	5,243.00	0.00
Garages / Sheds	0	0.00	0.00	0.00
Pool Enclosures / Decks	1	25,000.00	205.43	0.00
Commercial	1	10,000.00	533.00	0.00
Assembly	1	50,000.00	260.00	0.00
Industrial	1	78,000.00	588.77	0.00
Institutional	0	0.00	0.00	0.00
Agricultural	7	1,365,000.00	12,119.04	0.00
Sewage System	1	20,000.00	520.00	0.00
Demolition	1	10,000.00	130.00	0.00
Monthly Total	18	3,639,000.00	26,999.24	42,736.18
Total Year to Date	263	108,320,350.00	673,186.98	2,996,918.83
12 Month Average	28	11,279,529.17	74,867.59	345,701.27



10 Year Monthly Average	31	6,144,725.00	48,136.71	163,291.72
10 Year, Year to Date Average	225	46,015,487.10	353,295.35	986,580.65

**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

10/17/23

**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>
79706	Cedar Creek Tools Ltd	10/05/23	\$1,678.05
79707		10/05/23	\$1,900.00
79708	Eramosa Engineering Inc.	10/05/23	\$3,850.19
79709		10/05/23	\$17,684.50
79710	Hydro One Networks Inc.	10/05/23	\$1,976.59
79711	Ministry of Finance	10/05/23	\$518.19
79712	MOLOK NORTH AMERICA LTD	10/05/23	\$266.96
79713		10/05/23	\$1,340.20
79714	Ray of Hope Community Centre	10/05/23	\$75.00
79715	Riverstown Poultry Farm Ltd.	10/05/23	\$2,523.68
EFT0005658	Agrisan SC Pharma	10/05/23	\$11,927.44
EFT0005659	ALS Canada Ltd.	10/05/23	\$395.50
EFT0005660	Arthur Chrysler Dodge Jeep Lim	10/05/23	\$89.44
EFT0005661	ARTHUR BIA	10/05/23	\$1,499.50
EFT0005662	Broadline Equipment Rental Ltd	10/05/23	\$6,243.25
EFT0005663	Carson Supply	10/05/23	\$2,326.48
EFT0005664	Cedar Signs	10/05/23	\$665.39
EFT0005665	Chef Supplies	10/05/23	\$7,141.58
EFT0005666	County of Wellington	10/05/23	\$7,917.50
EFT0005667	Da-Lee Dust Control	10/05/23	\$5,497.45
EFT0005668	Duncan, Linton LLP, Lawyers	10/05/23	\$3,676.98
EFT0005669	Eric Cox Sanitation	10/05/23	\$98.99
EFT0005670	Excel Business Systems	10/05/23	\$341.07
EFT0005671		10/05/23	\$1,011.96
EFT0005672	J J McLellan & Son	10/05/23	\$16,116.06
EFT0005673	K Smart Associates Limited	10/05/23	\$8,531.51
EFT0005674	Maple Lane Farm Service Inc.	10/05/23	\$253.21
EFT0005675	Marcc Apparel Company	10/05/23	\$254.33
EFT0005676		10/05/23	\$181.28
EFT0005677	Martin Drainage	10/05/23	\$1,421.36
EFT0005678		10/05/23	\$244.00
EFT0005679	Mt Forest Business Improvement	10/05/23	\$24,100.76
EFT0005680	Officer's Auto Care Inc.	10/05/23	\$166.21
EFT0005681	Ont Clean Water Agency	10/05/23	\$37,575.25
EFT0005682	Pryde Truck Service Ltd.	10/05/23	\$1,318.76
EFT0005683	Purolator Inc.	10/05/23	\$5.25
EFT0005684	Resurfice Corporation	10/05/23	\$699.24
EFT0005685	ROBERTS FARM EQUIPMENT	10/05/23	\$1,175.16
EFT0005686	Robertson Landscaping	10/05/23	\$1,367.30
EFT0005687	Suncor Energy Inc.	10/05/23	\$7,940.80
EFT0005688	Triton Engineering Services	10/05/23	\$892.70
EFT0005689	UnitedCloud Inc.	10/05/23	\$566.41
EFT0005690	Wellington Advertiser	10/05/23	\$992.16
EFT0005691	W. Schwindt & Sons Bldg Const	10/05/23	\$7,045.55
EFT0005692	Young's Home Hardware Bldg Cen	10/05/23	\$71.15

Cheque Number	Vendor Cheque Name	Cheque Date	Amount
79716	Ace Industrial Supply, Inc.	10/12/23	\$700.84
79717	Alette Holsteins Ltd.	10/12/23	\$5,118.42
79718	Arthur ACE Hardware	10/12/23	\$3.06
79719	Auxiliary to Louise Marshall H	10/12/23	\$20.00
79720	Bell Mobility	10/12/23	\$1,165.19
79721	Bluewater Fire & Security	10/12/23	\$172.89
79722		10/12/23	\$320.00
79723	Chalmers Fuels Inc	10/12/23	\$5,097.27
79724	Chicken Thicka Farm	10/12/23	\$45.00
79725		10/12/23	\$300.00
79726	Eastlink	10/12/23	\$536.75
79727		10/12/23	\$110.00
79728	Hydro One Networks Inc.	10/12/23	\$1,043.82
79729		10/12/23	\$40.00
79730		10/12/23	\$95.45
79731		10/12/23	\$504.00
79732	Darlene McIntosh	10/12/23	\$390.00
79733		10/12/23	\$300.00
79734		10/12/23	\$90.00
79735		10/12/23	\$30.00
79736	Record Tel Inc.	10/12/23	\$515.69
79737	Royal Bank Visa	10/12/23	\$8,757.19
79738	Architects Tillmann Ruth Robin	10/12/23	\$12,266.15
79739	Township of Centre Wellington	10/12/23	\$1,778.36
79740	Enbridge Gas Inc.	10/12/23	\$1,989.02
79741		10/12/23	\$300.00
79742		10/12/23	\$170.00
79743	Wightman Telecom Ltd.	10/12/23	\$135.37
EFT0005693	ALS Laboratory Group	10/12/23	\$3,216.55
EFT0005694	Arthur Home Hardware Building	10/12/23	\$58.48
EFT0005695	B M Ross and Associates	10/12/23	\$1,756.93
EFT0005696	Broadline Equipment Rental Ltd	10/12/23	\$279.67
EFT0005697	Carson Supply	10/12/23	\$1,140.07
EFT0005698	Coffey Plumbing, Div. of KTS P	10/12/23	\$1,507.42
EFT0005699	Eric Cox Sanitation	10/12/23	\$762.58
EFT0005700	FOXTON FUELS LIMITED	10/12/23	\$305.77
EFT0005701		10/12/23	\$613.10
EFT0005702	Innovative Access Technologies	10/12/23	\$237.30
EFT0005703	John Wilson Electric (Fordwich	10/12/23	\$3,430.68
EFT0005704	PACKET WORKS	10/12/23	\$169.50
EFT0005705	Risolv IT Solutions Ltd	10/12/23	\$10,611.82
EFT0005706	R. J. Burnside & Assoc. Ltd.	10/12/23	\$8,668.33
EFT0005707	Rural Routes Pest Control Inc.	10/12/23	\$97.02
EFT0005708	Saugeen Community Radio Inc.	10/12/23	\$1,356.00
EFT0005709	T&T Power Group	10/12/23	\$14,659.56
EFT0005710	Wellington Advertiser	10/12/23	\$370.48
EFT0005711	WJF Instrumentation (1990) Ltd	10/12/23	\$2,186.55
EFT0005712	Young's Home Hardware Bldg Cen	10/12/23	\$199.87
	Total Amount of Cheques:		\$285,186.49



## WELLINGTON NORTH

SEMPER PORRO

# Staff Report

**To:** Mayor and Members of Council Meeting of October 23, 2023

**From:** Chris Harrow, Director of Fire Services

**Subject:** FIRE 2023-003 WN Fire Purchase of New Self-Contained Breathing Apparatus

### RECOMMENDATION

**THAT** Council of the Township of Wellington North receive Report FIRE 2023-003 being a report on the awarding of purchase of new self-contained breathing apparatus;

**AND THAT** Council accept this report and award the purchase to AJ Stone for new self contained breathing apparatus for the amount of \$381,497.00 +HST.

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

N/A

### BACKGROUND

The self-contained breathing apparatus (SCBA) utilized in the fire service has a shelf life of 15 years. The standard on the apparatus changes every 5 years which causes the SCBA to change as well. The current SCBA used by Wellington North Fire Services is 14 years old and is 3 standards out of date. The approved 2023 capital budget included the cost to upgrade Fire and Emergency Services SCBA to the newest standard and stay in compliance with the 15-year limit on the apparatus.

Deputy Guidotti has done hours of research into the apparatus and what would best fit our needs for the departments. Due to contamination concerns at scenes, an uptick in carbon monoxide calls and overall health and safety of firefighters, SCBA usage has increased significantly in the past number of years. SCBA are used at most calls and have become part of the standard personal protective equipment most firefighters use at incidents. As well, the use of personal masks for each firefighter has become standard. This allows us to eliminate a couple of apparatus because packs can be shared more easily at a scene.

As part of the research, each Station was given an SCBA from the 2 manufacturers to practice with and use in simulated situations. The 2 companies trialed were Scott and MSA. Both types of SCBA were 4,500 psi versions, which is the new standard in firefighting apparatus.

The current SCBA we utilize are 2,216 psi (or 30-minute packs), therefore an upgrade of the entire array of equipment is needed. After each Station heard from the manufacturers in

separate demonstrations and firefighters could wear and work with each brand, the preferred choice was the MSA apparatus.

The next step will be a tender document that is being issued through Minto for 2 compressors and fill stations. One will be for the Mount Forest Station and one for the Palmerston Station. This will have to become part of the 2024 capital budget.

<b>FINANCIAL CONSIDERATIONS</b>
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The total cost for all pieces of the SCBA including bottles, harnesses, facepieces and battery packs is \$381,497.00 which was a 2023 Capital budget item.

<b>ATTACHMENTS</b>
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NA

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

Yes
                 
  No
                 
  N/A

Which priority does this report support?

Modernization and Efficiency
                 
  Partnerships  
 Municipal Infrastructure
                 
  Alignment and Integration

<b>Prepared By:</b>	Chris Harrow, Director of Fire Services
<b>Recommended By:</b>	Brooke Lambert, Chief Administrative Officer





## Staff Report

**To:** Mayor and Members of Council Meeting of October 23<sup>rd</sup>, 2023,  
**From:** Tasha Grafos, Community Recreation Coordinator  
**Subject:** OPS 2023-036 2023 Recreational Programming Updates

### RECOMMENDATION

**THAT** the Council of the Corporation of the Township of Wellington North receive for information Report OPS 2023-036, 2023 Recreational Programming Updates.

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

OPS 2023-022 RPL Aquatics Updates

### BACKGROUND

#### AQUATICS

The Arthur outdoor pool opened on June 5, 2023, approximately one month earlier than in past seasons. The purpose of opening early was to attract potential new guards to the Bronze programs, to offer more swimming lessons, allow the local schools to have access to the pool, and have more swimming time available to residents.

For the month of June, the pool was open to the public Monday to Friday. The Township offered a School Swimming session from 1:00 – 3:00pm, lessons from 3:30 – 5:30pm, family swim 6:00 - 7:00 pm, and public swim 7:00 - 8:00 pm.

Further, the pool was open Saturdays starting June 24<sup>th</sup> and open for full summer hours, Monday to Saturday, as of July 1st.

#### Month of June

School Swimming: Arthur Public School, St. John's Catholic School, and St. Mary's Catholic School all took part in school swimming sessions. Arthur Public and St. John's Catholic Schools each used the pool twice in June, while St. Mary's Catholic School used the pool three times.

Swimming Lessons (June): There were 5 participants in the Bronze programs and 70 participants in Sessions 1 and 2 of swimming lessons (June 5 – June 30).

Admissions: There were approximately 515 swimmers that took part in public swimming and family swims in the month of June.

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## Swimming Lessons

The Township offered 78 options (capacity: 403 participants) for swimming lesson classes, with 226 student registrations. The Township was able to move forward with 70 of the 78 classes planned.

There were also two weeks (30 five-day sessions) allocated for Private and Semiprivate lessons. The Township held 17 private sessions and 7 semi-private sessions, with 31 total participants. This booked 25 of the 30 sessions available. Table 1 outlines some of the highlights from these sessions.

**Table 1 - 2023 Swimming Lessons**

Lessons	# of Lessons	# Registered	Capacity	
Parent & Tot 1 - 3	6	28	60	47%
Preschool A	7	17	28	61%
Preschool B	9	28	36	78%
Preschool C	7	22	28	79%
Beginner	5	15	20	75%
Swimmer 1	9	29	54	54%
Swimmer 2	9	32	54	59%
Swimmer 3	7	21	56	38%
Swimmer 4	5	12	32	38%
Swimmer 5/6	1	9	10	90%
Bronze Star	1	1	5	20%
Bronze Cross	2	3	10	30%
Bronze Medallion	2	9	10	90%
Private	17	17		
Semi-Private	7	14		

## Admissions

The pool had approximately 3,672 patrons this summer, not including the lesson participants day camp swimmers, or local school usage.

From July 3 to August 26, we saw an average 396 patrons per week in our pool, which is approximately 66 swimmers per day. Table 2 outlines overall usage.

**Table 2 – 2023 Pool Admissions**

	July 3 - Aug 26 2023					June 5 - Aug 26 2023			June 24 - Aug 26 2023		
	Lane 7 - 8am (M,W,F)	Aquafit 9-10am (T & Th)	Community Swim 10am	Family 10-11am (M,W,F)	Public 1 - 3pm (M-F)	Family 6 - 7pm (M,W,F)	Public 7-8pm (M-F)	Aquafit 6 - 7pm (T & Th)	Public 1 - 3pm SAT	Family 3 - 4pm SAT	Pool Rental 4 - 5pm SAT
Child (age 0 -2)				15	31	10	19			2	
Individual (age 3+)	14	12		97	565	145	448	30		18	
Family				17	359	118	211			19	
Season Pass	7	87		30	270	115	407	28		19	
Sponsored Swim					34		11		387		
<b>TOTAL</b>	<b>21</b>	<b>99</b>	<b>47</b>	<b>159</b>	<b>1259</b>	<b>388</b>	<b>1096</b>	<b>58</b>	<b>387</b>	<b>58</b>	<b>100</b>

Further, the Township sold 7 Aquafit, 64 Family and 8 Individual Season passes.

The Township also offered a new program, a community swim, Tuesdays 10:00 – 11:00am, alternating between public, private community group, and Mount Forest Day Camp opportunities. The community groups were pleased to have this offered, but we did not see many of their members participate.

Lane swims were offered Monday, Wednesday, and Friday mornings from July 3 to August 25, from 7:00am – 8:00am. Although, highly requested from the public, lane swims were not well attended. Table 3 outlines lane swims.

**Table 3 - 2023 Lane Swim Attendance**

DATE	# of Swimmers	DATE	# of Swimmers	DATE	# of Swimmers
03-Jul	2	24-Jul	1	14-Aug	0
05-Jul	0	26-Jul	3	16-Aug	0
07-Jul	5	28-Jul	6	18-Aug	0
10-Jul	0	Jul 31,	0	21-Aug	Cancelled
12-Jul	1	02-Aug	1	23-Aug	Cancelled
14-Jul	0	04-Aug	0	25-Aug	0
17-Jul	0	07-Aug	0		
19-Jul	0	09-Aug	0	<b>TOTAL</b>	<b>21</b>
21-Jul	1	11-Aug	1		

### Aquatic Sponsorships

The Township was highly successful in attaining sponsors for public swims. This included every public swim time on Saturdays for the entire summer, resulting in free entry for our patrons.

The Township would like to thank Arthur Cash & Carry, Copernicus Educational Products, Arthur Optimists, M&M Food Market Mount Forest, Cooperslane Kennels, Wellington North Liftruck, Nancy Foley, Quality Homes, Marcc Apparel, and Yardistry Limited who all generously donated for sponsored public swimming. This allowed community members to join these swims at no cost.

### Future Opportunities

As outlined in Report RPL 2023-022 Aquatics Updates, there is an international shortage of aquatics professionals.

This summer the aquatics team consisted of 1 Aquatics Program Coordinator / Head Guard, 2 Assistant Head Guards, 1 Part-Time experienced Lifeguard, 3 Lifeguards that became fully qualified over the course of the summer, and 3 Aquatics Assistants (10 team members in total). It was not until August when all staff hired to lifeguard became fully qualified.

With a focus on attracting lifeguarding staff, the reimbursement program introduced in 2022 was an advertising strategy used for recruiting again this year. Almost every staff member

took advantage of this program and it should be considered a valuable tool for recruiting moving forward.

## SUMMER DAY CAMP

Registration for day camp opened on April 3<sup>rd</sup> at 8:00am, by end of day all sessions of day camp were full, and there were campers on every waitlist. The Township had space for 32 campers for 8 sessions over the summer in both Mount Forest and Arthur (total 64). Table 4 outlines attendance.

**Table 4 – 2023 Summer Camp Attendance**

	ARTHUR			MT FOREST			WN TOTALS		
	#	Capacity		#	Capacity		#	CAPACITY	
Session 1 Jul 4 - 8	32	32	100%	29	32	91%	61	64	95%
Session 2 Jul 10 - 14	32	32	100%	32	32	100%	64	64	100%
Session 3 Jul 17 - 21	31	32	97%	33	32	103%	64	64	100%
Session 4 Jul 24 - 28	33	32	103%	32	32	100%	65	64	102%
Session 5 Jul 31 – Aug 4	32	32	100%	30	32	94%	62	64	97%
Session 6 Aug 8 - 11	32	32	100%	30	32	94%	62	64	97%
Session 7 Aug 14 -18	32	32	100%	31	32	97%	63	64	98%
Session 8 Aug 21 - 25	33	32	103%	31	32	97%	64	64	100%
<b>TOTAL</b>	<b>257</b>	<b>256</b>	<b>100%</b>	<b>248</b>	<b>256</b>	<b>97%</b>	<b>505</b>	<b>512</b>	<b>99%</b>

# Represents number of registrants for that session.

Our attendance rate for day camp this summer was extremely high.

## Day Camp Sponsorships

Day Camp Leaders were able to secure extra funding through sponsorships to allow the campers to take part in more activities, such as a trip to Mapleton Organics Farm in August, as well adding equipment to the program to enhance the daily operations.

Thank you to Walker Industries, Cooperslane Kennels, B.M. Ross Associates Limited, Wightman Telecom, Brent D. Rawn Electric, T.D. Smith Transport, The Eco Den, Arbro Concrete Forming, Arthur Second Look (Arthur Day Camp only), Looney Tooney, and Cover-Ups Carpet and Flooring for sponsoring the Day Camp program for 2023.

## Future Opportunities

While our registration and attendance rate was high, the Township made efforts to fill every withdrawal so that full capacity was maintained. This presented in Mt Forest even with full waiting lists (10). When contacting the waitlist registrants, almost all of the waitlisted campers

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had found alternate care for the weeks and did not attend our camp, leaving us 1 – 2 campers, approximately, short per week.

The location of the day camps also proved difficult for campers and staff alike. Various restrictions and limitations made operations more challenging, especially on days with inclement weather. For the 2024 season day camp is exploring location options and the registration process.

### **Mount Forest Location 2024**

For the past two years, 2022 and 2023, Mount Forest's Summer Day Camp operated out of the Mount Forest Curling Club. The location was a satisfactory solution to a shortage of space in the Mount Forest & District Sports Complex. It also allowed campers to walk to the splash pad and enjoy that amenity.

With the potential of using the Mount Forest Victory Community Centre, we are considering moving the summer day camp program to this facility. This facility would allow community hall space that would be more suited to seated activities and eating. It also has the large arena floor that would allow for indoor play of any kind during inclement weather. The facility also has a full commercial kitchen. This location is still within proximity to the splash pad, Bill Moody Park, baseball diamonds, and the library.

### **Arthur Location 2024**

2023 was the first year using the Arthur Curling Club for the Arthur Summer Day Camp location. Our returning staff and campers both expressed that they preferred the upper hall location. When in the upper hall, they had access to the arena floor when it was not rented, which was greatly beneficial on rainy days.

The upper hall had no revenue from July 4 – August 25, 2023, as it was only used for internal user group meetings. Township staff propose moving back to the Upper Hall for the summer of 2024.

## **ROLLER-SKATING**

At the June 6<sup>th</sup>, 2023, meeting of the Recreation, Parks, and Leisure Committee, Robin Sharpe, through a deputation, requested that the Township purchase roller-skates for rental and start to host roller-skating events at Township facilities. In response, staff proposed offering a pilot program with two dates, August 10<sup>th</sup> at the Mount Forest & District Sports Complex and August 26<sup>th</sup> at the Arthur & Area Community Centre. These were both "bring your own skates" events.

**Mount Forest-** Thursday, August 10<sup>th</sup>, 2023, 6:00 – 8:00pm: There were 2 people that attended this event. Both participants owned their own skates and took part in the session for approximately 1 hour.

**Arthur-** Saturday, August 26<sup>th</sup>, 2023, 1:00 – 3:00pm: There were 3 participants that arrived together stayed for approximately 15 minutes.

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## **Future Opportunities**

Unfortunately, the pilot sessions were not well attended even though the social media posts received lots of attention and there appeared to be community interest. Through further discussions with Robin Sharpe, we have agreed that once we have a permanent space to offer programming and available staff we would try the pilot out again, aiming for a weekend evening for time.

## **PICKLEBALL**

Pickleball continues to be a popular sport within the Township. There is consistent community interest. Due to the demand, changes were made to the program in an attempt to make the program a fully operated Wellington North Program.

Pickleball was first played in our facilities in November 2021. At that time, it was entirely organized by the community. They paid for the facility rental and then charged players to attend. It continued to be completely community operated until September 2022. In September, the Township took over the program, providing the space to play, equipment, and charging a fee to the players. Players were responsible for taping the lines for the courts, setting up nets, taking down nets, removing tape when necessary and moving tables to make room for the courts in Mount Forest.

In November of 2022, there was a decision that there was a safety risk to having volunteers moving and dismantling tables in Mount Forest for this program and this task was no longer asked from the pickleball players.

## **Mount Forest**

Pickleball was played in the Community Hall from January to May. This meant that tape was used on the community hall floor to mark the courts and volunteers came in early to set up nets. Players were expected, on an honour system, to sign in and pay for their play. Anytime there was an event like a stag and doe, wedding, vaccination clinic, etc. in the Community Hall, the volunteers had to remove the tape and then reapply before their next scheduled game.

Once the ice was removed, Pickleball was moved to the arena floor. For the summer sessions were Mondays 9:00 – 11:00am and 6:30 – 8:30pm, Wednesdays 9:00 – 11am and 6:30 – 8:30pm, and Fridays 9:00 – 11:00am. The volunteers were only asked to remove the tape on one occasion, for the Louise Marshall Hospital Foundation Gala. Volunteers were responsible for setting up nets and using the honour system to sign in and pay.

## **Arthur**

Much like Mount Forest, pickleball was played on the Community Hall floor until the ice was removed. Volunteers were responsible for putting down tape to mark the courts, removing tape as required for events, setting up nets, and using the honour system to sign in and pay.

In Arthur, the ice was removed in April so pickleball was able to move to the arena floor near the end of the month. The summer programming for Arthur was Wednesdays 1:00 – 3:00pm and Fridays 1:00 – 3:00pm, 4:00 – 6:00pm, and 6:30 – 8:30pm. They were able to leave the

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tape down for their courts for the entire season. Volunteers had to put up and take down nets and used an honour system to sign in and pay.

### Future Opportunities

The floors in both Community Halls are showing the stress of having tape put down and taken off frequently. There is damage to the floors and repairs are being investigated by the recreations team. This could pose safety risks if we continue to treat these floors as gymnasiums rather than event halls.

Relying on volunteers is also a challenge. While appreciated and valued, the commitment required from volunteers is high and the Township is exploring other options to support this program.

### Fall 2023

Mount Forest pickleball has moved to the Mount Forest Victory Church Community Centre (MFVC) as of October 11th, 2023. The program will run Mondays 9:00 – 11:00am and 1:00 – 3:00pm and Wednesdays 2:00 – 4:00pm and 6:00 – 8:00pm.

Although we were looking for an alternate location for the Arthur location as well, to prevent further damage to the Community Hall floor, we have not been able to find a suitable sized and available site. Arthur pickleball began on October 10<sup>th</sup>. The programming will happen on Tuesdays 2:00 – 4:00pm and 6:00 – 8:00pm and Thursdays 9:00 – 11:00am and 1:00 – 3:00pm.

In Arthur, Recreation staff have put the tape down for the courts and we will have to rely on volunteers to set up nets, take down nets, and sign in and pay for play. Volunteers are also responsible for removing the tape, if required.

## FINANCIAL CONSIDERATIONS

The Recreation Summer Programs were successful in receiving grants from Canada Summer Jobs (CSJ) for an Aquatics Program Coordinator (1) and a Day Camp Site Leader (1). The total received for these positions was \$4,340.00. Of this, \$2,170 was allocated to aquatics and \$2,170 to day camp.

Unfortunately, the amount received from CSJ was lower than the amount anticipated in the 2023 budget. There had been \$4,000 for aquatics and \$10,000 for day camp expected.

With the early opening of the pool, revenues were higher than anticipated. However, as there were only three senior aquatics team members, the requirements for one of them to be at the pool in a supervisory role at all times did push wages higher than anticipated. The initial amount budgeted for wages was \$56,000, compared with actual wages of \$65,709.

Pool		
	BUDGET	ACTUAL
Revenue	\$33,000	\$41,219
Expenses	\$106,715	\$118,690
<b>TOTAL</b>	<b>\$73,715</b>	<b>\$77,471</b>

Current as of October 13, 2023

For day camp, the total salaries in the 2023 budget were expected at \$84,000. The actual wages were \$92,911. With a full staff complement in 2023, the Township did not have to rely on pulling staff from other areas (such as summer administration students) as had been typical in previous years. Staff also tried to accommodate some children who would benefit from one-on-one support, requiring extra staffing for those weeks.

Day Camp		
	BUDGET	ACTUAL
Revenue	\$86,000	\$85,489
Expenses	\$115,000	\$116,176
<b>TOTAL</b>	<b>\$29,050</b>	<b>\$30,687</b>

Current as of October 13, 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       Partnerships  
 Municipal Infrastructure       Alignment and Integration

<b>Prepared By:</b>	Tasha Grafos, Community Recreation Coordinator	<i>Tasha Grafos</i>
<b>Recommended By:</b>	Dale Small, Manager Community & Economic Development	<i>Dale Small</i>





## Staff Report

**To:** Mayor and Members of Council Meeting of October 23, 2023  
**From:** Karren Wallace, Director of Legislative Services/Clerk  
**Subject:** CLK 2023-036 Animal Control By-law Enforcement

### RECOMMENDATION

**THAT** Council of the Corporation of Wellington North receive for information Report CLK 2023-036 animal control By-law enforcement.

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

CLOSED CLK 2023-005 Contraventions of the animal control by-law  
 CLOSED CLK 2017-012 being a report on animal control enforcement  
 CLOSED CLK 2017-020 being a report on animals at large  
 CLOSED CLK 2017-025 being a report on animals at large  
 CLOSED CLK 2017-055 being a report on animals at large  
 CLK 2016-051 being a report on animal control By-law  
 067-16 Animal Control By-law  
 068-16 Appointment Animal Control Officer  
 069-16 Pound keeping facility and trucking services

### BACKGROUND

The municipality initiated proceedings in Provincial Offences Court against Mr. William Robinson on 12 contraventions of the animal control by-law regarding livestock on the following charges:

- Animals at large (December 11, 2022, April 11, 2023 and April 20, 2023)
- Animals trespassing (December 11, 2022, April 11, 2023 and April 20, 2023)
- Not maintaining a fence (December 11, 2022, April 11, 2023 and April 20, 2023)

The first appearance in Provincial Offences Court was May 24, 2023, at which time an ex parte trial was scheduled for October 4, 2023.

At the October 4 appearance the Justice found Mr. Robinson guilty of all 12 charges. He received 8 months of probation and fines exceeding \$2,100.00. Should he be found guilty of these same offences during the 8 month probation period, the municipality can bring it to the Court for a breach of probation where Mr. Robinson could face additional fines and/or jail time.

**FINANCIAL CONSIDERATIONS**

There is an annual amount budgeted for legal fees. At this time our Prosecutor has not submitted his invoice.

**ATTACHMENTS**

N/A

**STRATEGIC PLAN 2019 – 2022**

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

Yes

No

N/A

**Prepared By:**

Karren Wallace, Director of Legislative Services/Clerk

*Karren Wallace*

**Recommended By:**

Brooke Lambert, Chief Administrative Officer

*Brooke Lambert*



# WELLINGTON NORTH

SEMPER PORRO

## Staff Report

**To:** Mayor and Members of Council Meeting of November 6, 2023

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

**Subject:** Report CLK 2023-037 Cemetery fees and charges

### RECOMMENDATION

**THAT** Council of the Township of Wellington North receive Report CLK 2023-037 Cemetery fees and charges;

**AND THAT** Council approve cemetery fees and charges increases effective January 1, 2024 as follows:

Single Grave	\$900.00
Care & maintenance	\$600.00
<b>TOTAL</b>	<b>\$1,500.00</b>
Niche (2 Urns)	\$1,275.00
Care & maintenance	\$225.00
<b>TOTAL</b>	<b>\$1,500.00</b>
Scattering Garden	\$105.00
Care & maintenance	\$70.00
<b>TOTAL</b>	<b>\$175.00</b>
Adult Burial standard	\$1,000.00
Saturday Charge Additional	\$365.00
Child (12& under) standard	\$300.00
Saturday Charge	\$365.00
Winter burial surcharge as ordered by Public Health	Standard rate plus expenses
Cremated Remains in plot	\$400.00

Saturday Charge	\$240.00
Inurnment in Niche	\$250.00
Saturday Charge	\$130.00
Scattering	\$150.00
Saturday Charge	\$240.00
Disinterment standard	\$1,000.00
Disinterment cremated remains	\$400.00
Vault Storage	\$185.00
Flat marker less 173 in sq	Nil
Flat marker 173 in sq	\$100.00
Flat marker 4'x4'	\$200.00
Upright marker	\$400.00
Transfer interment rights	\$100.00
Resale to municipality	\$100.00
Research per hour	\$50.00
Rental of equipment costs	At cost

<b>PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS</b>
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CLK 2021-017 Cemetery fees and charges

CLK 2017-037 Mount Forest Cemetery By-law

<b>BACKGROUND</b>
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The Mount Forest Cemetery is approximately 14.5 acres, located at 411257 Southgate Road 41, Mount Forest, Ontario. Records indicate over 7,000 plots have been sold (including the columbarium and standards graves).

Fees have been updated in 2020, 2017, 2005 and 2012.

Without regular increases to the rates there is the real risk of falling behind and then having to increase rates substantially as opposed to incrementally.

A challenge for all cemetery owners are the operation costs and limited revenue opportunities. Once a plot is sold the municipality becomes responsible for all maintenance of the plots as well as monument repair.

When a plot is sold, 40% of the purchase price 15% for a niche (set by the Bereavement Authority of Ontario (BEA)) is placed in a care and maintenance (C&M) trust fund. This fund is sometimes referred to as perpetual care.

Schedule A shows cemetery fees charged in similar sized municipalities as Wellington North.

<b>FINANCIAL CONSIDERATIONS</b>
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While largely contingent upon number of plot sales and burials, and any anomalous items giving rise to additional operational expenditure, it is staffs perception that unless rates are adjusted, this business segment's impact on tax levy requirements will continue to grow. This increased reliance on tax levy is viewed as an unfair burden to non-users of this Township service, and Township staff are looking to mitigate via the proposed increased 'user' fees to more appropriately recover operational costs.

<b>ATTACHMENTS</b>
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- Schedule A cemetery fee comparison
- Schedule B proposed rate increases

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

Yes

No

N/A

<b>Prepared By:</b>	Karren Wallace, Director of Legislative Services/Clerk Jerry Idialu, Director of Finance/Treasurer	<i>Karren Wallace</i> <i>Jerry Idialu</i>
<b>Recommended By:</b>	Brooke Lambert, Chief Administrative Officer	<i>Brooke Lambert</i>

## SCHEDULE A 2023 Rates

	WN	Shelburne	G Valley	Mapleton	Minto	Southgate	GET
<b>SALES</b>							
Single Grave	\$780.00	\$1,080.00	\$972.00	\$642.00	\$660.00	\$780.00	\$1,360.83
Care & maintenance	\$520.00	\$720.00	\$378.00	\$428.00	\$440.00	\$520.00	\$1,360.83
<b>TOTAL</b>	<b>\$1,300.00</b>	<b>\$1,800.00</b>	<b>\$1,320.00</b>	<b>\$1,070.00</b>	<b>\$1,100.00</b>	<b>\$1,300.00</b>	<b>\$2,721.67</b>
Niche (2 Urns)	\$1,145.00	\$2,125.00	\$1,100.00	\$900.00	\$1,105.00	\$1,462.00	N/A
Care & maintenance	\$205.00	\$375.00	\$440.00	\$600.00	\$195.00	\$258.00	
<b>TOTAL</b>	<b>\$1,350.00</b>	<b>\$2,500.00</b>	<b>\$1,540.00</b>	<b>\$1,500.00</b>	<b>\$1,300.00</b>	<b>\$1,720.00</b>	
Scattering Garden	\$84.00					\$185.40	
Care & maintenance	\$56.00					\$123.60	
<b>TOTAL</b>	<b>\$140.00</b>					<b>\$309.00</b>	
<b>BURIAL</b>							
Adult Burial	\$900.00	\$900.00	\$867.00	\$680.00	\$650.00	\$1,030.00	\$1,588.71
Saturday Charge							
Additional	\$365.00	\$520.00	\$433.50	\$550.00	\$500.00	\$103.00	\$857.22
Child (12 & under)	\$200.00	\$430.00	\$400.00		\$300.00	\$309.00	\$874.91
Saturday Charge	\$365.00	\$170.00	\$200.00		\$200.00	\$309.00	\$857.22
Cremated Remains in plot	\$300.00	500.00	\$280.00	\$300.00	\$400.00	\$412.00	\$573.67
Saturday Charge	\$240.00	\$190.00	\$140.00	\$250.00	\$150.00	\$103.00	\$857.22
Inurnment in Niche	\$200.00	\$250.00	\$280.00	\$200.00	\$150.00	\$235.00	
Saturday Charge	\$130.00	\$150.00	\$140.00	\$250.00	\$100.00		
Scattering	\$100.00					\$258.00	
Saturday Charge	\$240.00						
Disinterment standard	\$900.00		\$2,600.00	\$1,360.00	\$800.00	\$1,030.00	\$4,620.39 (2022)
Disinterment cremated remains							\$608.99
Vault Storage	\$185.00	\$200.00	\$250.00	N/C*	\$100.00	\$206.00**	\$485.77

\*\$150.00 buried elsewhere

\*\*258.00 buried elsewhere

15% surcharge for non residents

**SCHEDULE B**

	<b>2023</b>	<b>2024</b>
Single Grave	\$780.00	\$900.00
Care & maintenance	\$520.00	\$600.00
<b>TOTAL</b>	<b>\$1,300.00</b>	<b>\$1500.00</b>
Niche (2 Urns)	\$1,145.00	\$1,275.00
Care & maintenance	\$205.00	\$225.00
<b>TOTAL</b>	<b>\$1,350.00</b>	<b>\$1,500.00</b>
Scattering Garden	\$84.00	\$105.00
Care & maintenance	\$56.00	\$70.00
<b>TOTAL</b>	<b>\$140.00</b>	<b>\$175.00</b>
Adult Burial standard	\$900.00	\$1,000.00
Saturday Charge Additional	\$365.00	\$365.00
Child (12& under) standard	\$200.00	\$300.00
Saturday Charge	\$365.00	\$365.00
Winter burial surcharge as ordered by Public Health		Standard rate plus expenses
Cremated Remains in plot	\$300.00	\$400.00
Saturday Charge	\$240.00	\$240.00
Inurnment in Niche	\$200.00	\$250.00
Saturday Charge	\$130.00	\$130.00
Scattering	\$100.00	\$150.00
Saturday Charge	\$240.00	\$240.00
Disinterment standard	\$900.00	\$1,000.00
Disinterment cremated remains		\$400.00
Vault Storage	\$185.00	\$185.00
Flat marker less 173 in sq	Nil	Nil
Flat marker 173 in sq	\$50.00	\$100.00
Flat marker 4'x4'	\$200.00	\$200.00
Upright marker	\$400.00	\$400.00
Transfer interment rights		\$100.00
Resale to municipality		\$100.00
Research per hour	\$50.00	\$50.00
Rental of equipment costs		At cost

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

**BY-LAW NUMBER 093-2023**

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF A  
MEMORANDUM OF UNDERSTANDING WITH THE GRAND RIVER  
CONSERVATION AUTHORITY (GRCA) FOR PROGRAMS AND  
SERVICES**

**WHEREAS** the Township of Wellington North and the Grand River Conservation Authority wish to enter into a Memorandum of Understanding for the delivery of program and 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 a Memorandum of Understanding with the Grand River Conservation Authority for the delivery of program and services 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 23RD DAY OF OCTOBER, 2023**

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**ANDREW LENNOX, MAYOR**

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**KARREN WALLACE, CLERK**

## Memorandum of Understanding

**THIS MEMORANDUM OF UNDERSTANDING** made the \_\_\_\_\_ day of, 20 .

B E T W E E N:

### TOWNSHIP OF WELLINGTON NORTH

("the Municipality")

OF THE FIRST PART

- and -

### GRAND RIVER CONSERVATION AUTHORITY

("the GRCA")

OF THE SECOND PART

WHEREAS the GRCA is a conservation authority established under the Conservation Authorities Act R.S.O 1990, c.C27 ("Act") and is governed by its members appointed by participating municipalities in accordance with the Act;

AND WHEREAS a participating municipality is located wholly or in part within the area under the jurisdiction of the GRCA as shown in Schedule "A";

AND WHEREAS the Act permits the GRCA to provide non-mandatory programs and services under a memorandum of understanding or such other agreement as may be entered into with the Municipality;

AND WHEREAS a Municipality is requesting the GRCA to deliver programs and services within the GRCA's areas of expertise and jurisdiction as identified in Schedule "B";

AND WHEREAS the Municipality is authorized to enter into this Memorandum of Understanding with the GRCA for the delivery of programs and services;

AND WHEREAS the Municipality and the GRCA wish to enter into this Memorandum of Understanding to document the terms and conditions for the programs and services to be performed by the GRCA on behalf of the Municipality;

AND WHEREAS it is mutually desirable to further specify the details of programs or services if applicable, such details shall be set out in one or more separate Letter Agreements to be signed by authorized staff of each Party, from time to time, in the form as attached hereto as Schedule "C";

**NOW THEREFORE** the Parties hereto agree and covenant with one another as follows:

### PART I – INTERPRETATION

#### Definitions

1. For the purposes of this Memorandum of Understanding including the preceding recitals:
  - a) "**Letter Agreement**" means a separate agreement made pursuant to this Memorandum of Understanding to be entered into by the GRCA and the Municipality in relation to certain Programs and Services setting out further details and specific requirements, including roles and responsibilities, workplans, payment amounts and terms, and timelines for deliverables;
  - b) "**Programs and Services**" means work to be provided by the GRCA on behalf of the Municipality,



and “**Program**” and “**Service**” has a corresponding meaning;

c) “**Responsible Municipal Official**” means the Municipality’s Senior Manager or Manager responsible for a particular Program and Service and includes his or her designate or successor;

2. (1) In this Memorandum of Understanding:

a) grammatical variations of any terms defined herein have similar meanings to such defined terms;

b) words in the singular include the plural and vice-versa; and every use of the words “including” or “includes” in this Memorandum of Understanding is to be construed as including, “without limitations”: or includes “without limitations”

c) the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Memorandum of Understanding or be used to explain or clarify the sections, clauses or paragraphs below which they appear.

3. The attached Schedules form part of this Memorandum of Understanding.

4. In the event of any inconsistency between any of the provisions of the main terms and conditions of this Memorandum of Understanding and any Letter Agreement or Schedules, the inconsistency will be resolved by reference to the following descending order of priority: (i) Memorandum of Understanding; (ii) the Schedule(s) to this Memorandum of Understanding; and (iii) unless otherwise expressly agreed upon in a Letter of Agreement, the applicable Letter of Agreement

## **PART II – GENERAL TERMS**

### **Entire Agreement**

5. This Memorandum of Understanding, including any Letter Agreements made pursuant hereto from time to time, embodies and constitutes the sole and entire agreement between the Parties, with respect to the subject matter dealt with herein and supersedes all prior agreements, understandings, and arrangements, negotiations, representations and proposals, written and oral, relating to matters dealt with herein, excepting any and all prior agreements between the parties for the provision of certain Programs and Services to the extent that such agreements do not conflict with the terms or scope of this Memorandum of Understanding.

### **Scope and Use**

6. (1) The parties hereto agree that all Programs and Services identified in Schedule “B” are to be delivered by the GRCA to the Municipality pursuant to and in accordance with this Memorandum of Understanding and any and all Letter Agreements.

(2) Notwithstanding the foregoing, the Municipality acknowledges and agrees that all Programs and Services identified in Schedule “B” shall also be included in a Watershed-based Resource Management Strategy that the GRCA is required to develop and implement under the *Conservation Authorities Act*.

### **Term of Agreement**

7. (1) The term of this Memorandum of Understanding shall be for a period of five (5) years commencing on the date the agreement is made (“**Initial Term**”), unless terminated earlier pursuant to the terms and conditions of this Memorandum of Understanding.

(2) Unless this Memorandum of Understanding has been terminated early in accordance with the terms or conditions of this Memorandum of Understanding, the Memorandum of Understanding shall be automatically renewed for a further five (5) year terms (“**Extension Term**”), on the same terms and

conditions contained herein.

(3) Notwithstanding the foregoing, in the event that one or more Letter Agreements is ongoing at the time of termination or expiration, then the rights, obligations, liabilities and remedies of the Parties with respect to such Letter Agreement shall continue to be governed by the terms and conditions of this Memorandum of Understanding until the date of expiration of the Letter Agreement.

### **Review of Memorandum of Understanding at Regular Intervals**

8. (1) This Memorandum of Understanding and Letter Agreement shall be reviewed by the Parties on an annual basis.

(2) It shall be the GRCA's responsibility to initiate the annual review with the Municipality.

### **Memorandum of Understanding Available to the Public**

9. This Memorandum of Understanding shall be published on the GRCA's website as required under *Ontario Regulation 400/22*.

### **Communications Protocol**

10. As applicable, the Parties shall establish a communications protocol in respect of the Programs and Services governed by this Memorandum of Understanding.

### **Service Delivery Standards**

11. Each Letter Agreement will set out service delivery standards that the GRCA is required to meet.

### **Municipality Responsibility to Consult on Budget Changes**

12. The Municipality shall consult with the GRCA 180 days, or as soon as reasonably possible, in advance of a proposed change to approved budgets related to this Memorandum of Understanding.

### **GRCA to Notify Municipality on Terminations**

13. The GRCA shall notify the Municipality within 30 days, or as soon as reasonably possible, in the event of the expiry or earlier termination of this same Memorandum of Understanding with any other municipality or municipalities.

### **Records**

14. (1) The GRCA shall prepare and maintain, in accordance with accepted accounting practices, proper and accurate books, records, and documents respecting Programs and Services provided under this Memorandum of Understanding and any Letter Agreement.

(2) The GRCA shall make such books, records, and documents available for inspection by the Municipality at all reasonable times.

### **Fees and Payment**

15. (1) The amount of total annual fees effective January 1, 2024, is as set out in the Letter Agreement.

(2) An increase will be applied to the total fees effective January 1 each calendar year and will be the same percentage as the GRCA's overall combined Category 1 and General operating expenses and capital costs increase, net of any applicable funding reductions.

(3) The fees apportioned to the Municipality will be calculated annually using the Modified Current Value Assessment (MCVA) apportionment method, which shall be based on the ratio that the Municipality's MCVA bears to the total MCVA for all municipalities which have also entered into Letters of Understanding for programs and services listed in Schedule "B". MCVA information is provided to the GRCA annually by the provincial ministry that administers the Conservation Authorities Act. The amount of the fees apportioned to the Municipality shall be provided annually at least 30 days before the General Membership meeting at which the apportionment is approved in accordance with *O.Reg.402/22 Budget and Apportionment*.

(4) In addition to the foregoing cost structure for Programs and Services provided in the Letter Agreement, the GRCA may charge a user fee to third parties in the delivery of any Programs and Services listed, as appropriate and upon prior notification to the Municipality.

(5) The GRCA will seek additional funding opportunities, where feasible and applicable, to reduce the total annual fees for Programs and Services, which may reduce the amount apportioned to participating municipalities.

### **Insurance**

16. (1) The GRCA shall obtain, maintain, and provide to the Municipality, Certificates of Insurance of the following insurance policies issued by an insurance company licensed to write in the Province of Ontario, and shall ensure that the following insurance policies are maintained and kept in force at all times during the term of this Memorandum of Understanding, unless otherwise set out in the Letter Agreement:

(a) Commercial General Liability Insurance as follows:

(i) is in the amount of not less than Five Million Dollars (\$5,000,000.00) per occurrence;

(ii) adds the Municipality, its boards, agencies, commissions, and subsidiary operations, as applicable, as additional insured(s) but only with respect to liability arising out of the operations of the GRCA in the provision of Programs and Services under this Memorandum of Understanding;

(iii) has provisions for cross-liability and severability of interests, blanket form contractual liability, owners' and contractors' protective liability, broad form property damage, products and completed operations, non-owned automobile liability, and any other provision relevant as detailed in the Letter Agreement or this Memorandum of Understanding.

(2) All policies of insurance required to be provided pursuant to this section shall contain or be subject to the following terms and conditions:

(a) each Certificate shall contain a provision requiring the insurers to notify the Municipality in writing at least thirty (30) days before any cancellation of the insurance required under this clause;

(b) the parties agree that insurance policies may be subject to deductible amounts, which deductible amounts shall be borne by the GRCA;

(c) before the expiry of the policies of insurance, original signed certificates evidencing renewal will be provided to the Municipality upon request.

### **Notice**

17. Any notice in respect of this Memorandum of Understanding or any Letter Agreement shall be in writing and shall be sufficiently given or made if made in writing and either delivered in person during normal business hours of the recipient on a business day to the party for whom it is intended to the address as set out below, or sent by registered mail or by email addressed to such party as follows:

(1) in the case of the Municipality, to:

Township of Wellington North  
7490 Side Road 7W, Box 125  
Kenilworth ON N0G 2E0

Attention:  
Email:

(2) in the case of the GRCA, to:

Grand River Conservation Authority  
400 Clyde Road, PO Box 729  
Cambridge ON N1R 5W6

Attention: Samantha Lawson, Chief Administrative Officer  
Email. slawson@grandriver.ca

or to such other addresses as the parties may from time to time notify in writing, and any notice so made or given shall be deemed to have been duly and properly made or given and received on the day on which it shall have been so delivered if the notice is delivered personally or by prepaid registered mail or email; or, if mailed, then, in the absence of any interruption of postal service affecting the delivery or handling thereof, on the third business day after the date of mailing.

### **Force Majeure**

18. Neither party shall be in default with respect to the performance or nonperformance of the terms of the Letter Agreement or this Memorandum of Understanding resulting directly or indirectly from causes beyond its reasonable control (other than for financial inability) that could not reasonably have been foreseen, including, without limitation, any delay caused by war, invasion, riots, acts of terrorism or sabotage, acts of government authority (other than by the Municipality), plague, epidemic, pandemic, natural disaster, strike, lock-out, inability to procure material, acts, laws or regulations of government authority or other cause beyond the reasonable control of such party and not caused by the act or omission of such party, and the performance of such term or terms shall be extended for a period equivalent to the period of such delay. This provision should not relieve the Municipality of its obligation to pay fees and costs when due.

### **Governing Law**

19. This Memorandum of Understanding and any Letter Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, and shall be treated in all respects as an Ontario contract.

### **Approvals in Writing**

20. Any approval or consent required of the Municipality under a Letter Agreement may be given by the Responsible Municipal Official or any person specifically authorized by them in writing to do so.

### **No Agency**

21. Nothing herein contained shall make, or be construed to make the Municipality or the GRCA a partner of one another nor shall this Memorandum of Understanding or a Letter Agreement be construed to create a partnership, joint venture, principal-agent relationship or employment relationship in any way or for any purpose whatsoever between the Municipality or the GRCA or between the Municipality, the GRCA and a third party. Nothing in this Memorandum of Understanding or any Letter Agreement is to be construed as authorizing one of the GRCA or the Municipality to contract for or to incur any obligation on

behalf of the other of them or to act as agent for the other of them. Any reference herein this section to Municipality shall include its boards, agencies, commissions, and subsidiary operations.

### **Invalidity of any Provision**

22. If any provision of this Memorandum of Understanding, or any Letter Agreement is invalid, unenforceable or unlawful, such provision shall be deemed to be deleted from this Memorandum of Understanding and all other provisions of this Memorandum of Understanding shall remain in full force and effect and shall be binding in all respects between the parties hereto.

### **Dispute Resolution**

23. In the event of any dispute that arises in respect of the implementation of this Memorandum of Understanding or any Letter Agreement, the Parties will endeavour to resolve the matter through negotiation without the use of formal mediation or adjudication.

### **Further Assurances**

24. The Parties agree to execute and deliver to each other such further written documents and assurances from time to time as may be reasonably necessary to give full effect to the provisions of this Memorandum of Understanding.

### **Amendments**

25. This Memorandum of Understanding cannot be altered, amended, changed, modified, or abandoned, in whole or in part, except by written agreement executed by the parties, and no subsequent oral agreement shall have any validity whatsoever.

### **Early Termination**

26. This Memorandum of Understanding shall terminate automatically upon either party providing the other party with prior written notice of their intention to terminate this Memorandum of Understanding given no less than one-hundred and eighty (180) days and no more than three hundred (300) days prior to the end of any calendar year during the Initial Term or Extension Term. Upon such written notice of intention to terminate this Memorandum of Understanding being given in any calendar year during the Initial Term or Extension Term, the date that is the last date of such calendar year or such date as may be otherwise agreed to by all parties in writing, shall be the "Termination Date". In the event this Memorandum of Understanding is terminated, any operating expenses and costs incurred by the GRCA for providing services to the Municipality shall be paid by the Municipality up to and including the Termination Date.

### **Enurement**

27. This Memorandum of Understanding shall enure to the benefit and be binding upon the parties hereto and their successors and assigns permitted hereunder.

### **Execution**

28. This Memorandum of Understanding may be executed in counterparts in writing or by electronic signature and delivered by mail, facsimile or other electronic means, including in Portable Document Format (PDF), no one copy of which need be executed by all of the parties, and all such counterparts together shall constitute one agreement and shall be a valid and binding agreement among the parties hereto as of the date first above written.

29. **IN WITNESS WHEREOF** the Municipality and the GRCA have signed this Memorandum of Understanding.

**MUNICIPALITY:** Corporation of the Township of Wellington  
North

\_\_\_\_\_  
Name Andrew Lennox  
Position Mayor

\_\_\_\_\_  
Name Karren Wallace  
Position Clerk

I / We have authority to bind the Municipality.

**GRAND RIVER CONSERVATION AUTHORITY**

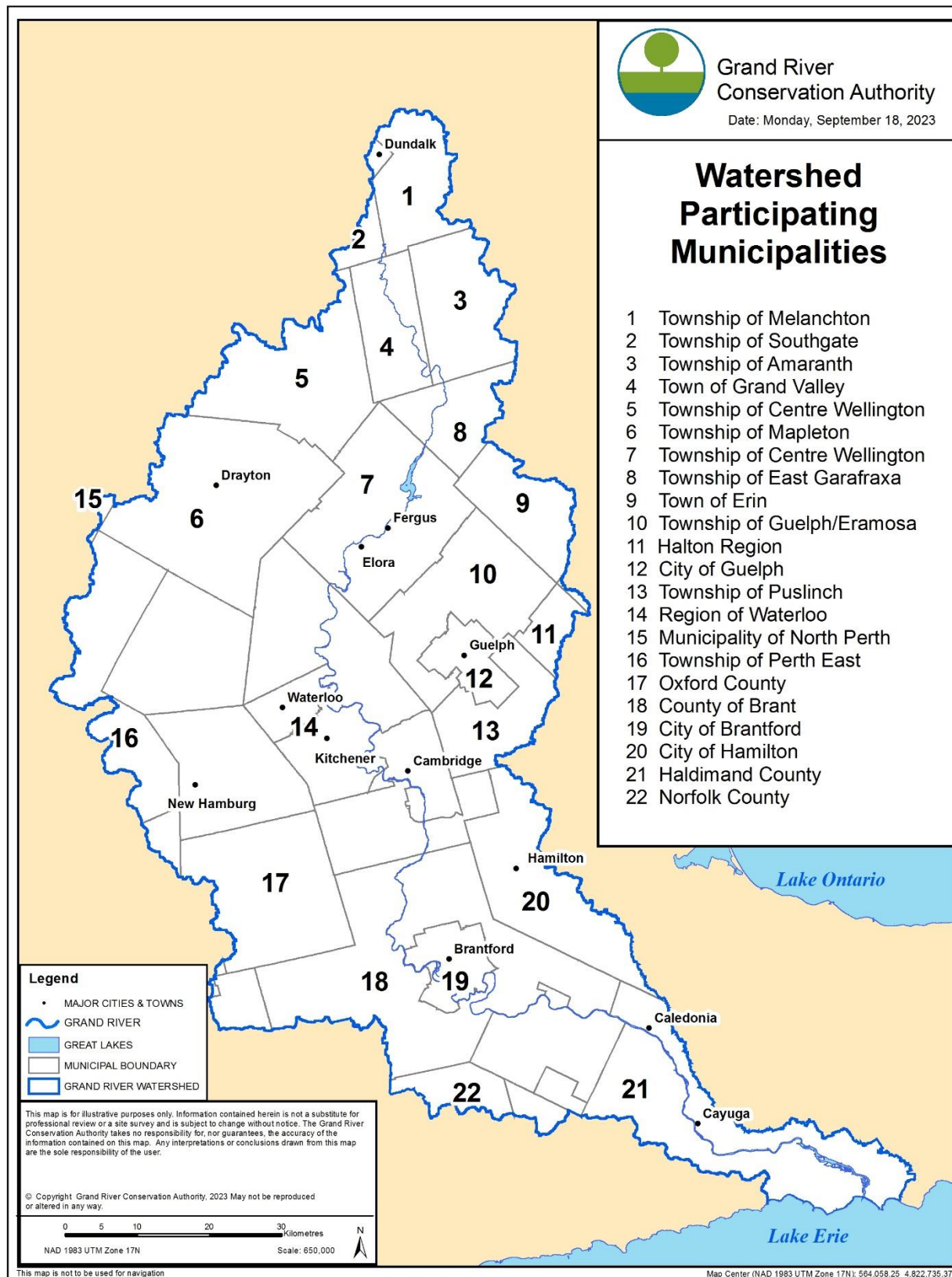
\_\_\_\_\_  
Samantha Lawson  
Chief Administrative Officer

I have authority to bind the GRCA.

**LIST OF SCHEDULES**

**Schedule "A": Map of GRCA jurisdiction**  
**Schedule "B": Program and Service Areas**  
**Schedule "C"- Letter Agreement(s)**

Schedule "A": Map of GRCA jurisdiction





## **Schedule “B”: GRCA Programs and Services**

The following provides a high-level summary for each of the Category 2 Programs and Services. Category 2 Program and Services are defined as non-mandatory programs and services under the *Conservation Authorities Act* that are provided at the request of the participating municipalities within the jurisdiction and expertise of the GRCA.

### **1. Sub-watershed Services**

- Identify and recommend where subwatershed or watershed studies are needed
- Review and provide input to subwatershed studies or other regional-scale technical studies
- Undertake subwatershed monitoring to support municipal studies, including surface water and groundwater quality, equipment set-up and maintenance, fish and other aquatic community surveys
- Networking with conservation and environmental management agencies and organizations, and advocating on a watershed basis

### **2. Conservation Services**

- Deliver municipal and partnership cost-share programs to support private land stewardship action
- Facilitate private land, municipal and community partner tree planting
- Coordinate education and outreach activities to promote actions to improve water quality and watershed health

### **3. Water Quality Programs**

- Wastewater optimization
  - Support optimization of wastewater treatment plant operations through:
    - Knowledge sharing workshops
    - Hands-on training
    - Technical advice
    - Delivering a recognition program
  - Provide technical support for municipal assimilative capacity studies, EAs, master plans for water and wastewater services
  - Engage the provincial and federal governments to develop programs to reduce nutrient loads in rivers and streams, and ultimately Lake Erie
- Surface water quality monitoring, modelling, analysis and reporting
  - Operate and maintain continuous water quality stations
  - Maintain a water quality database
  - Develop and maintain a water quality model
  - Report on water quality and river health
  - Analyze and report on groundwater quality

### **4. Watershed Sciences & Collaborative Planning**

- Watershed and landscape scale science and reporting:
  - Surface water and groundwater quality
  - Water use and supply
  - Natural heritage (terrestrial & aquatic), hydrologic functions
- Support cross-disciplinary integration and inform municipal watershed planning and water, wastewater, and stormwater master planning
- Foster cross-municipal resource management
  - Grand River Water Management Plan
  - Water Managers Working Group
- Liaise with provincial, federal agencies, NGOs

## Schedule "C" Letter Agreements

## LETTER AGREEMENT



Administration Centre: 400 Clyde Road, P.O. Box 729 Cambridge, ON N1R 5W6

Phone: 519-621-2761 Toll free: 1-866-900-4722 Fax: 519-621-4844 [www.grandriver.ca](http://www.grandriver.ca)

September 29, 2023

Township of Wellington North  
7490 Side Road 7W, Box 125  
Kenilworth ON N0G 2E0

BY EMAIL: Municipal Clerk, CAO/General Manager  
[kwallace@wellington-north.com](mailto:kwallace@wellington-north.com); [blambert@wellington-north.com](mailto:blambert@wellington-north.com)

RE: PROGRAMS AND SERVICES UNDER THE MEMORANDUM OF UNDERSTANDING DATED  
THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023

WHEREAS the Municipality and the GRCA entered into a memorandum of understanding on the \_\_\_\_ day of \_\_\_\_\_, 2023 (the "**Memorandum of Understanding**"), in regard to the provision of non-mandatory Programs and Services by the GRCA to the Municipality within the GRCA jurisdiction described in such Memorandum of Understanding;

AND WHEREAS the Memorandum of Understanding contemplates that a separate "Letter Agreement" or Letter Agreements are to be entered into by the Municipality and the GRCA under the Memorandum of Understanding in relation to certain Programs and Services as defined in the Memorandum of Understanding, setting out further details and specific requirements thereof;

NOW THEREFORE this letter sets out further details and specific requirements of certain Programs and Services to be provided under the Memorandum of Understanding by the GRCA to the Municipality, and shall be determined to be a "Letter Agreement" under the Memorandum of Understanding.

### **Programs and Services Terms and Provisions:**

#### **1.0 Term**

The term of this Letter Agreement shall be for a period commencing on January 1, 2024, and terminating on the last day of the calendar year in which the Memorandum of Understanding expires or is otherwise terminated, unless otherwise agreed upon in writing by the GRCA and the Municipality.

#### **2.0 Communication**

2.1 The GRCA shall assign the Chief Administrative Officer as the primary contact for this agreement and they will have overall responsibility for the administration of the Memorandum of Understanding and Letter Agreement.

2.2 The GRCA shall assign the Manager of Water Resources as the contact for programs and services under this Agreement related to Conservation Services, Water Quality, and Watershed Sciences and Collaborating Planning, and the Manager of Engineering and Planning Services as the contact for programs and services under this Agreement related to Sub-watershed Services. The Managers shall be responsible for all day-to-day contacts; reporting, deliverables, and metrics; and to respond to any requests or inquiries about the GRCA's delivery of the programs and services under this Agreement.

### 3.0 Payment Amount and Terms

3.1 The fee apportioned to, and to be paid by the Municipality to the GRCA, for the calendar year 2024, in Canadian funds, is the sum of \$4,489.00. This amount is conditional on all participating municipalities in the GRCA watershed entering into a Memorandum of Understanding with the GRCA for the delivery of non-mandatory programs and services.

3.2 The fee to be apportioned to and paid by the Municipality for future calendar years may be increased in accordance with the Fees and Payment section of the Memorandum of Understanding. Such increase shall be subject to approval by the General Membership of the GRCA, and the apportionment shall be determined in part on the continued participation in future calendar years of municipalities in the GRCA watershed under a Memorandum of Understanding with the GRCA for the delivery of such non-mandatory programs and services..

3.3 An annual notice to pay shall be sent to the Municipalities following the GRCA's budget approval, and payment for the annual fees shall be made in three equal installments, due March 31, June 30, and September 30 of each calendar year.

3.4 The Category 2 Programs and Services Cost schedule based on the draft 2024 budget is as follows:

Programs & Services	Cost	Offsetting Funding	NET COST	Description of Funding
Sub-watershed Services	\$364,000	\$(130,000)	\$234,000	Municipal Funding
Conservation Services	\$1,348,000	\$(800,000)	\$548,000	Municipal Funding
Water Quality	\$157,000	\$(10,000)	\$147,000	Summer Student Grants
Water Quality - Wastewater Optimization Program	\$210,500	\$(130,000)	\$80,500	Provincial Grant
Water Quality - Groundwater Resources	\$8,500	\$-	\$8,500	
Watershed Sciences & Collaborative Planning*				
<b>TOTAL</b>	<b>\$ 2,088,000</b>	<b>\$ (1,070,000)</b>	<b>\$ 1,018,000</b>	

\* Costs related to this activity integrated in the above listed programs and services.

### 4.0 Reporting, Deliverables, and Metrics

4.1 A schedule of metrics and deliverables for the programs and services is attached as Appendix 1 to this Letter Agreement. Beginning in 2025, where applicable, by March 15 of each year of this agreement, the GRCA shall contact the Municipality to set a meeting to conduct the annual review of the Memorandum of Understanding, this Letter Agreement, and to provide an annual report to the Municipality outlining the metrics for the previous calendar year. Where the metrics are available upon request, the GRCA will respond to the request for metrics within 30 days of the request.

### General Provisions:

5.0 The provisions of the Memorandum of Understanding from Sections 14 (Records) to and including 23 (Dispute Resolution), as well as those set out in Schedule "B" thereto, shall apply, *mutatis mutandis*, to this Letter Agreement, and this Letter Agreement shall be read together with such provisions of the Memorandum of Understanding.

6.0 Any capitalized word or term not otherwise defined herein shall have the meaning given thereto in the Memorandum of Understanding.

7.0 This Letter Agreement cannot be altered, amended, changed, modified, or abandoned, in whole or in part, except by written agreement executed by the parties, and no subsequent oral agreement shall have any validity whatsoever.

8.0 This Letter Agreement and the Memorandum of Understanding, together with any other Letter Agreements made pursuant to the Memorandum of Agreement from time to time, together embody and constitute the sole and entire agreement between the parties, with respect to the subject matter dealt with herein and supersedes all prior agreements, understandings, and arrangements, negotiations, representations and proposals, written and oral, relating to matters dealt with herein, excepting any and all prior agreements between the parties for the provision of certain Programs and Services to the extent that such agreements do not conflict with the terms or scope of this Memorandum of Understanding

9.0 This Letter Agreement shall enure to the benefit and be binding upon the parties hereto and their successors and assigns permitted hereunder.

10.0 This Letter Agreement may be executed in counterparts in writing or by electronic signature and delivered by mail, facsimile or other electronic means, including in Portable Document Format (PDF), no one copy of which need be executed by all of the parties, and all such counterparts together shall constitute one agreement and shall be a valid and binding agreement among the parties hereto as of the date first above written.

#### **GRAND RIVER CONSERVATION AUTHORITY**

Per: \_\_\_\_\_

Samantha Lawson  
Chief Administrative Officer

I have authority to bind the corporation.

IN WITNESS WHEREOF the Municipality consents and agrees to the foregoing.

AGREED AND ACKNOWLEDGED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

#### **[NAME AND ADDRESS OF MUNICIPALITY]**

Per: \_\_\_\_\_

Name:

Position:

Per: \_\_\_\_\_

Name:

Position:

I/We have authority to bind the corporation.

**APPENDIX 1 – Category 2 Programs and Services Deliverables and Metrics**

<b>Programs and Services Description</b>	<b>Deliverables</b>	<b>Metrics</b>
<b>Sub-watershed Services –</b> Deliver a subwatershed planning program and provide technical support for municipal stream monitoring and (sub)watershed planning*	Identify and recommend (sub)watershed or other regional-scale technical study priorities	Provide a table of recommendations annually
	Upon request and in watershed priority sequences, provide technical advice on terms of reference, scoping, methods for (sub)watershed studies.	Identify studies where support has been provided within the watershed annually
	Seek additional partner funding to undertake subwatershed/regional studies	Identify the number of applications, specifics, success and financial information annually.
	Review and provide input to watershed, regional and local scale subwatershed studies. <ul style="list-style-type: none"> <li>• Participate on steering committees, working groups</li> <li>• Scope of technical review in compliance with O.Reg 596/22 - Prescribed Acts</li> </ul>	Number of requests and reviews undertaken
	Provide technical support and advice on municipal stream monitoring.	Number of plans reviewed and location within watershed.
	Serve as digital custodian for previously completed subwatershed studies (listed on GRCA website) Respond to requests for digital copies of previously completed subwatershed studies from consultants and the public.	Upon request
* Undertake subwatershed monitoring for watershed and regional scale subwatershed studies where services are cost-shared between the municipalities and the GRCA under separate agreements. May undertake monitoring for local scale subwatershed studies where 100% funding provided by municipality under separate agreement.		
<b>Conservation Services -</b> Deliver municipal and partnership cost-share programs to support private land stewardship action to improve and protect water quality and watershed health	Provide information and resources to landowners related to stewardship action including agricultural best practices, private water well maintenance, tree planting and naturalization projects.	Number of program participants, number of landowner inquiries
	Engage watershed residents in stewardship action through promotion of cost-share opportunities	Number of residents engaged through program promotion

Programs and Services Description	Deliverables	Metrics
	Conduct site visits to assist landowners with planning stewardship projects and submitting applications to GRCA delivered cost-share programs	Number of site visits
	Administer and deliver municipally funded rural water quality programs (RWQP) as requested by watershed municipalities	Projects completed (number, type) Project investment by funding source Total grant, kg Phosphorus retained - reported by program and by municipality
	<p>Seek additional partner funding to enhance cost share programs GRCA offers to watershed landowners (ie. offering funds in municipalities without a RWQP or enhancing cost-share funding opportunities in areas where municipal RWQPs exist).</p> <p>Examples of non-municipal grant funds delivered in 2023 to support private land stewardship <b>in all watershed municipalities</b>:</p> <ul style="list-style-type: none"> <li>• Habitat Stewardship Program for Aquatic SAR</li> <li>• ECCC Nature Smart Climate Solutions</li> <li>• OMAFRA profit mapping</li> <li>• Forests Ontario 50 Million Tree Program</li> </ul>	Projects completed (number, type) project investment by funding source, total grant, kg Phosphorus retained.
<b>Conservation Services –</b> Facilitate private land, municipal and community partner tree planting	Conduct field surveys and site assessments to develop tree planting plans for rural landowners and community groups (for projects that meet minimum property and project size requirements)	Number of landowners engaged, number of planting plans developed, number of projects completed, number of trees planted, planting area, km of windbreak, km of riparian buffer
	Provide technical assistance to tree planting clients to ensure successful completion of projects.	Number of landowners, projects and trees planted by landowners (plant your own projects) with Forestry Specialist support
	Support rural landowners to develop suitable applications to cost share programs	Summary of project investment by funding source

<b>Programs and Services Description</b>	<b>Deliverables</b>	<b>Metrics</b>
	Secure tree stock and manage contracted planting services for landowners	Number of trees, projects, grant and investment in projects planted through GRCA planting program
	Serve as technical resource to landowners and community tree planting organizations	Number of community partner organizations supported; hours contributed
	Support community partner and municipality hosted outreach events as capacity permits	Number of community partners, number of residents engaged/event participants, number of events, number of trees planted, total area planted, volunteer hours contributed
<b>Conservation Services –</b> Coordinate education and outreach activities to promote actions to improve water quality and watershed health	Engage watershed residents through development and delivery of outreach events (tours, workshops, webinars) and participation in partner, community, and municipal events and meetings; as capacity and opportunities exist	Number of partners, events, event participants.
	Develop promotional materials (print, website, social media) to promote stewardship action and recruit participants to GRCA Conservation Services Programs.	
<b>Water Quality –</b> Deliver the Watershed-wide Wastewater Optimization Program (WWOP) to support municipal wastewater management and improve and protect water quality and watershed health <ul style="list-style-type: none"> <li>• Support optimization of wastewater treatment plant (WWTP) operations through: knowledge sharing workshops, hands-on training, technical advice, and a recognition program</li> <li>• Provide technical support for municipal assimilative capacity studies and master plans for water and wastewater services</li> </ul>	Collect data from municipalities, analyze, and produce an annual report on WWTP performance across the watershed.	# of municipalities participating in annual reporting Annual report posted online
	Host annual workshop for information sharing and networking among municipal wastewater practitioners	# of participants Workshop summary
	Provide technical support and training workshops for operators, supervisors, and managers to implement optimization techniques at individual WWTPs	# of training, technical support events # of participants
	Deliver annual recognition program to acknowledge WWTPs that participate in WWOP activities and produce a very high-quality effluent	Awards presented
	Support municipal assimilative capacity studies and master plans for water and wastewater	Studies are carried out by each municipality, as needed and GRCA staff

<b>Programs and Services Description</b>	<b>Deliverables</b>	<b>Metrics</b>
<ul style="list-style-type: none"> <li>Engage the provincial and federal governments to develop programs to reduce nutrient loads in rivers and streams, and ultimately Lake Erie</li> </ul>	<ul style="list-style-type: none"> <li>Upon request, facilitate initial scoping, act as liaison with MECP, provide technical/methodological advice, provide stream data, provide watershed context, participation in steering committees (but not provide comments on EAs)</li> </ul>	participate at the request of the municipality
<b>Water Quality –</b> Surface water quality monitoring, modelling, analysis, and reporting <ul style="list-style-type: none"> <li>Operate and maintain continuous water quality stations</li> <li>Maintain a water quality database</li> <li>Develop and maintain a water quality model</li> <li>Report on water quality and river health</li> </ul>	Operate and maintain 9 continuous water quality monitoring stations	Continued operation of 9 stations
	Maintain a water quality database for continuous water quality data and grab sample data from GRCA, municipal and provincial water quality sampling programs within the watershed	Continued maintenance of the database
	Develop and maintain the Grand River Simulation Model (GRSM) for use in municipal assimilative capacity studies or for broader watershed planning purposes	GRSM is available for any municipal studies, upon request and GRCA staff will provide support for model application in assimilative capacity studies
	Analyze and report on surface water quality	Reports on water quality are produced cyclically or as needed (e.g., reports to Board, watershed report cards, technical updates to Water Management Plan)
<b>Water Quality –</b> Groundwater analysis and reporting	Analyze and report on groundwater quality	Reports on water quality are produced cyclically or as needed (e.g., reports to Board, watershed report cards, technical updates to Water Management Plan)
<b>Watershed Sciences and Collaborative Planning -</b> Undertake watershed, regional, and landscape scale science and reporting: <ul style="list-style-type: none"> <li>Inter-disciplinary analysis and reporting on watershed health (surface water, groundwater, forests, wetlands)</li> </ul>	Analysis and reporting on watershed conditions	Periodic reporting via Watershed Report Cards (e.g., 2023), Water Management Plan (e.g., State of Water Resources, 2020), technical reports, and reports to Authority board



<b>Programs and Services Description</b>	<b>Deliverables</b>	<b>Metrics</b>
<ul style="list-style-type: none"> <li>• Collaborative work on the hydrologic functions of natural features</li> <li>• Other watershed-scale science (e.g., fisheries)</li> </ul>	Engagement of municipal, provincial, federal, non-governmental, academic and other stakeholders	As below for Water Managers Working Group and via other committees and meetings
<p><b>Watershed Sciences and Collaborative Planning -</b> Facilitating cross-municipal and inter-agency water resource management:</p> <ul style="list-style-type: none"> <li>• Support cross-disciplinary integration and inform municipal watershed planning and water, wastewater, and stormwater master planning</li> <li>• Liaise with First Nations, municipal, and provincial and federal agencies</li> </ul>	Advance implementation of the collaborative, voluntary Grand River Watershed Water Management Plan. The Plan's objectives are to: <ul style="list-style-type: none"> <li>• Ensure sustainable water supplies for communities, economies and ecosystems</li> <li>• Improve water quality to improve river health and reduce the river's impact on Lake Erie</li> <li>• Reduce flood damage potential</li> <li>• Build resilience to deal with climate change</li> </ul>	Implementation tracking/reporting (scope TBD)
	Update the Water Management Plan and Integrated Action Plan as needed	Scope/timing TBD
	Chair the Water Managers Working Group with representation from watershed municipalities, First Nations, and provincial and federal agencies	Terms of Reference 2-4 meetings/workshops per year
	Provide input to municipal watershed planning – local, regional, and watershed conditions and issues identification	Upon request

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

**BY-LAW NUMBER 094-2023**

**BEING A BY-LAW OF THE CORPORATION OF THE TOWNSHIP OF  
WELLINGTON NORTH TO CONSTITUTE AND APPOINT  
MEMBERS TO THE TOWNSHIP OF WELLINGTON NORTH COURT  
OF REVISION FOR THE GEORGE KIRKNESS (ASBRIDGE)  
DRAINAGE WORKS**

**WHEREAS** Section 97 (1) of the *Drainage Act*, as amended, provides that a court of revision shall consist of three or five members appointed by the council of the initiating municipality.

**AND WHEREAS** the Council of the Corporation of the Township of Wellington North deems it advisable to confirm the following Court of Revision Appointments.

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

**1. ADMINISTRATION**

That the Council of the Corporation of the Township of Wellington North do hereby appoint

Councillor Steve McCabe,  
Councillor Sherry Burke,  
Councillor Penny Renken

to the Court of Revision for the Corporation of the Township of Wellington North for the George Kirkness (Asbridge) Drainage works.

**2. ROLE OF COURT OF REVISION**

The Court of Revision hears appeals on assessments being the portion of the cost of a proposed drainage work to be collected from the landowner.

**3. CONFLICTING LEGISLATION**

If this By-Law conflicts with the provisions of any Act, other than the *Municipal Act, 2001*, as amended, the provisions of the *Municipal Act* shall prevail to the extent of the conflict.

#### **4. VALIDITY AND SEVERABILITY**

- 4.1 It is hereby declared that notwithstanding any section, subsections, clause, paragraph or provision of the By-Law or parts thereof, may be declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or beyond the powers of Council to enact, such section or sections or parts thereof shall be deemed to be severable and that all other sections or parts of this By-Law are separate and independent there from and enacted as such as a whole. Same shall not affect the validity or enforceability of any other provisions of this By-law or of the By-law as a whole.
- 4.2 Whenever any reference is made in this By-Law to a statute of the Legislature of the Province of Ontario, such reference shall be deemed to include all subsequent amendments to such statute and all successor legislation to such statute.

#### **5. FORCE AND EFFECT**

This By-law shall take effect and become in full force and effect upon its passing.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
THIS 25<sup>th</sup> DAY OF OCTOBER 2023**

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**ANDREW LENNOX, MAYOR**

---

**KARREN WALLACE, CLERK**

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

**BY-LAW NUMBER 095-2023**

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF A  
MEMORANDUM OF UNDERSTANDING WITH THE MAITLAND  
VALLEY CONSERVATION AUTHORITY (MVCA) FOR PROGRAMS  
AND SERVICES**

**WHEREAS** the Township of Wellington North and the Maitland Valley Conservation Authority wish to enter into a Memorandum of Understanding for the delivery of program and 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 a Memorandum of Understanding with the Maitland Valley Conservation Authority for the delivery of program and services 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 23RD DAY OF OCTOBER, 2023**

---

**ANDREW LENNOX, MAYOR**

---

**KARREN WALLACE, CLERK**

**AGREEMENT FOR SERVICES**

**THIS AGREEMENT** dated this 16th day of June 2022.

**BETWEEN:**

**THE MAITLAND VALLEY CONSERVATION AUTHORITY**  
(hereinafter called "Authority")

OF THE FIRST PART

– and –

**THE CORPORATION OF THE TOWNSHIP OF NORTH HURON, THE CORPORATION OF THE TOWNSHIP OF MAPLETON, THE CORPORATION OF THE TOWN OF MINTO, THE CORPORATION OF THE TOWN OF GODERICH, THE CORPORATION OF THE MUNICIPALITY OF HURON EAST, THE CORPORATION OF THE MUNICIPALITY OF WEST PERTH, THE CORPORATION OF THE MUNICIPALITY OF NORTH PERTH, THE CORPORATION OF THE TOWNSHIP OF HURON KINLOSS, THE CORPORATION OF THE MUNICIPALITY OF SOUTH BRUCE, THE CORPORATION OF THE MUNICIPALITY OF MORRIS TURNBERRY, THE CORPORATION OF THE MUNICIPALITY OF CENTRAL HURON, THE CORPORATION OF THE TOWNSHIP OF HOWICK, THE CORPORATION OF THE TOWNSHIP OF ASHFIELD-COLBORNE-WAWANOSH; THE CORPORATION OF THE MUNICIPALITY OF WELLINGTON NORTH; THE CORPORATION OF THE MUNICIPALITY OF PERTH EAST**  
(Hereinafter called the "Members")

OF THE SECOND PART

**WHEREAS**, pursuant to Ontario Regulation 686/21 Conservation Authorities are authorized to charge a levy to their members for delivery of mandatory services under the Regulation;

**AND WHEREAS** pursuant to Ontario Regulation 687/21 Conservation Authorities are required to enter into an agreement to levy members for services provided to Members other than mandatory services;

**AND WHEREAS** the Conservation Authority is prepared to provide certain non-mandatory services to its Members;

**AND WHEREAS** the Members wish to avail themselves of these services and to pay the amount levied for the services;

**NOW THEREFORE**, in consideration of the terms of this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Authority agrees to provide to the Members the services outlined in the Inventory of Services and Programs attached hereto as Schedule "A".
2. The Members agree to be charged a levy for such services in accordance with the levy stated in Schedule "A" to be apportioned among the Members.
3. The Authority will not add to or delete from the services or programs funded through the levy without first consulting with the Members. Any such change would require an amendment to this Agreement agreed to by all parties.
4. The parties will maintain the current annual approval process for increasing the levy and budget (i.e. weighted vote based upon current value assessment in the watershed for approval of the levy).
5. The Members will continue to support the current Inventory of Services and Programs throughout the period of this Agreement.


6. This Agreement will be for a Term of four (4) years commencing on the date of the signature by the last of the parties.
7. This Agreement may be executed in any number of counterparts and by the parties hereto by separate counterparts, each of which when so executed and delivered shall be an original but such counterparts together shall constitute one and the same instrument.”

**SIGNED SEALED AND DELIVERED THIS 16th DAY OF JUNE 2022.**

THE MAITLAND VALLEY CONSERVATION  
AUTHORITY

Per: 

\_\_\_\_\_  
Chair –

Per: 

\_\_\_\_\_  
General Manager Secretary Treasurer –

I/we have the authority to bind the Corporation

**SIGNED SEALED AND DELIVERED THIS 23<sup>rd</sup> DAY OF October 2023**

THE CORPORATION OF THE MUNICIPALITY OF  
WELLINGTON NORTH

Per: \_\_\_\_\_  
Mayor Andrew Lennox

Per: \_\_\_\_\_  
Clerk Karren Wallace

I/we have the authority to bind the Corporation





### Schedule "A"

#### Category 1: Mandatory Services: Risk of Natural Hazards: Flood and Erosion Safety Services

##### **a) Preparedness**

- i) Flood & or Erosion Risk Emergency response planning with municipalities
- ii) Flood & or erosion risk mapping updates
- iii) Administration of Development, Interference, Alteration Regulation in flood prone, shoreline, river valleys, dynamic beaches, wetlands, and watercourses
- iv) Plan input and review support to municipalities regarding natural hazard policies and development applications.

##### **b) Monitoring**

- i) Year-round monitoring and data acquisition for river levels, snowpack, precipitation, and runoff potential
- ii) Maintenance of all rainfall and streamflow monitoring equipment
- iii) Development and maintenance of flood forecasting software and hardware
- iv) Monitoring bluff collapse, gully, and toe erosion along the Lake Huon shoreline

##### **c) Flood and Erosion Control Infrastructure: (Listowel Flood Control Structures, Goderich Bluffs Stabilization Project and McGuffin Gully Erosion Control Project)**

- i) Annual inspections
- ii) Annual minor maintenance
- iii) Major maintenance planning in conjunction with the

##### **d) Response**

- i) provide flood and or erosion warnings and updates to municipalities regarding flood and or erosion events

Required Services: Ontario Regulation 686/21

Identification of Additional & or Enhanced Services to Meet Regulatory Requirements

1. Managing the risk posed by the natural hazards within their jurisdiction, including flooding, erosion, dynamic beaches, hazardous sites, hazardous lands, low water, or drought conditions. This program or service shall be designed to:

Develop an awareness of areas important for the management of natural hazards (e.g., wetlands, rivers or streams, shoreline areas, unstable soils, etc.)

Understand risks associated with natural hazards and how they will change as the climate warms

Manage risks associated with natural hazards

Promote public awareness of natural hazards

- MVCA will need to develop a more comprehensive communications, education, and outreach program to meet these regulatory requirements. Currently MVCA does not have the resources to provide a program to the extent required.
- MVCA will need identify where we can find the expertise needed to develop a better understanding of the impact of climate change on natural hazards and low water or drought conditions in the watershed.

2. Ice management services (preventative or remedial) as appropriate and as supported by a CA-approved ice management plan, including:

- MVCA is required to develop an ice management plan for the mouth of the Nine Mile River and the Maitland River plan on or before December 31, 2024

3. Infrastructure: Operation, maintenance, repair and decommissioning of Flood and Erosion Control Structures:

- MVCA is required to develop an operational and asset management plan for the Goderich Bluffs, Listowel Conduit and McGuffin Gully by December 31, 2024

4. Review of applications and issuance of permits under section 28 and 28.0.1 of the Conservation Authorities Act, including associated enforcement activities

- MVCA will require some additional technical support for reviewing applications for development in flood and erosion prone areas along the Lake Huron shoreline.

Category 1: Mandatory Services: Conservation Areas:
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Conservation Areas Services:
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Includes the management, development, and protection of significant natural resource lands, features, and infrastructure on authority owned property. MVCA has 28 conservation areas with a land area of 4,600 acres (1,862 hectares).
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Service Components:
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a) Management & Development of Authority Lands
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- |  |
|--|
| <ul style="list-style-type: none"> <li>• Build resiliency and demonstrate good resource management on 28 Conservation areas ranging from day-use parklands, wetlands, and forest tracts</li> </ul> <ul style="list-style-type: none"> <li>i) Lands and Infrastructure - inspections, maintenance, and enforcement           <ul style="list-style-type: none"> <li>• Identification and removal of hazards to reduce liability</li> <li>• Maintain essential infrastructure and dispose of surplus items</li> <li>• Manage public use that is compatible with the land and enforcement of regulations.</li> </ul> </li> <li>ii) Water Control Structures - inspections, maintenance, and operations           <ul style="list-style-type: none"> <li>• Operation of recreational dams following regulatory requirements</li> <li>• Develop and monitor funding agreements with municipalities where dams are located for maintenance and major repairs</li> </ul> </li> <li>iii) Forest Management           <ul style="list-style-type: none"> <li>• Implement activities identified in managed forest plans to improve forest health including harvesting, tree planting and monitoring of woodlots.</li> <li>• Removal of invasive species and monitoring of disease and pests</li> </ul> </li> <li>iv) Administration           <ul style="list-style-type: none"> <li>• Development of policies and procedures for conservation area use</li> </ul> </li> </ul> |
|--|

b) Land Acquisition:
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- |  |
|--|
| <ul style="list-style-type: none"> <li>i) Review land donations or purchases for conservation purposes           <ul style="list-style-type: none"> <li>• Identify benefits and concerns for potential land acquisitions for members direction.</li> </ul> </li> </ul> |
|--|

c) Leasing & Agreements on Authority Lands
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- |  |
|--|
| <ul style="list-style-type: none"> <li>i) Review agreements that are compatible with the land use</li> <li>ii) Monitoring of agreements</li> </ul> |
|--|

Required Services: Ontario Regulation 686/21

Identification of Additional & or Enhanced Services to Meet Regulatory Requirements

1. A conservation area strategy, prepared on or before December 31, 2024 for all lands owned or controlled by the authority. The strategy will include:
  - Objectives to provide decision making on lands including acquisition and disposition.
  - An assessment of how lands owned may augment natural heritage and integrate with provincial, municipal, or publicly accessible lands and trails.
2. A land inventory, prepared on or before December 31, 2024, including:
  - Identification of all parcel details including historical information, location, and surveys
  - Designation of land use categories based on activities or other matters of significance related to the parcel.
3. Programs and services to ensure that the authority performs its duties, functions, and responsibilities to administer regulations made under section 29 of the Conservation Authorities Act.
  - Enforcement of Regulation 688/21: Rules of conduct in conservation areas. Enhanced enforcement and control measures are required to limit trespassing of unauthorized vehicles on conservation area lands.

Category 1: Watershed Monitoring & Reporting	Required Services: Ontario Regulation 686/21
Services & Programs: Category 1: Mandatory Program	Identification of Additional & or Enhanced Services to Meet Regulatory Requirements
Monitoring and Reporting i) Provincial Water Quality Monitoring Network ii) Ground Water - Monitoring Network	Programs and services to support the authority's functions and responsibilities related to the development and implementation of a watershed-based resource management strategy on or before December 31, 2024.

Drinking Water Source Protection: Category 1 Mandatory Service	Additional Regulatory Requirements: Ontario Regulation 686/21
<p>Services</p> <p>a) Governance - Leadership:</p> <ul style="list-style-type: none"> <li>• Maitland Source Protection Authority; Source Protection Committee; Joint Management Committee</li> <li>• Maintenance of local source protection program, including issues management</li> </ul> <p>b) Communications:</p> <ul style="list-style-type: none"> <li>• Promote the local source protection program</li> </ul> <p>c) Program Implementation:</p> <ul style="list-style-type: none"> <li>• Ongoing support of local source protection program</li> <li>• Implementation of Source Protection Plan policies where applicable</li> <li>• Review of local applications / planning proposals / decisions in vulnerable areas to ensure source protection is considered</li> </ul> <p>d) Technical Support:</p> <ul style="list-style-type: none"> <li>• Support the preparation of amendments to local assessment report and source protection plan to incorporate regulatory changes as well as technical assessment completed for new and expanding drinking water systems</li> </ul>	<p>Additions or Enhancements needed to Existing Program</p> <p>No additional changes need to be made to existing services.</p>

- |  |  |
|--|--|
| <ul style="list-style-type: none"><li>• Issuance of confirmation notices to system owners under the Clean Water Act O. Reg. 287/07, as required, for new or altered drinking water systems.</li><li>• Review technical information received regarding changes to the landscape, such as new transport pathways in WHPA and IPZ, to determine if assessment reports or source protection plans should be revised.</li></ul> |  |
|--|--|

Note: This program is currently funded by the Ministry of Environment, Conservation and Parks.

Category 1: Mandatory Services:	Required Services: Ontario Regulation 686/21
Corporate Services:	Identification of Additional and or Enhanced Services to Meet Regulatory Requirements
<p>a) Governance &amp; Leadership Responsibilities (MVCA-MSPA)</p> <ul style="list-style-type: none"> <li>i) Setting Priorities &amp; Policies</li> <li>ii) Financial Planning &amp; Monitoring</li> <li>iii) Services and Project Development</li> <li>iv) Conservation Ontario Council &amp; Committees</li> <li>v) Reporting to Member Municipalities</li> </ul> <p>b) Administration / Human Resources / Equipment</p> <ul style="list-style-type: none"> <li>i) Human Resources Planning and Administration</li> <li>ii) Workspace and Equipment Management</li> <li>iii) Records Retention and Management</li> <li>iv) Compliance with Legislation related to Employment, Health &amp; Safety, Accessibility etc.</li> </ul> <p>c) Financial Management</p> <ul style="list-style-type: none"> <li>i) Bookkeeping, Investments, Banking, Financial Planning</li> <li>ii) Tangible Capital Asset Management</li> <li>iii) Management of Financial Agreements with External Funders</li> </ul> <p>d) Communications</p> <ul style="list-style-type: none"> <li>i) Communications strategy development and implementation</li> </ul> <p>e) Information Technology and Geographic Information System</p> <ul style="list-style-type: none"> <li>i) Provide IT and GIS support</li> </ul>	No additional requirements.



<p>f) Vehicles, Equipment &amp; Infrastructure:</p> <ul style="list-style-type: none"> <li>i) Provide &amp; maintain vehicles and equipment</li> <li>ii) Maintain &amp; upgrade buildings and related infrastructure</li> </ul>	
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<p>Category 2: Huron Clean Water Project</p>	<p>Agreement: County of Huron-MVCA-ABCA</p>
<p>County of Huron</p>	
<ul style="list-style-type: none"> <li>- Watershed Stewardship extension staff from ABCA and MVCA deliver this project on behalf of the County of Huron:</li> <li>- assist landowners in the County of Huron to apply for funding for eligible stewardship projects</li> <li>- assist landowners with applications for funding</li> <li>- present the projects to the review committee for approval</li> <li>- review projects upon completion</li> </ul>	<p>The County of Huron has retained the services of project of the Ausable Bayfield Conservation Authority and the Maitland Valley Conservation Authority to deliver this project.                  Agreement between the County of Huron and ABCA &amp; MVCA signed: May 4, 2016</p>

### Category 3: Watershed Stewardship Extension, Forestry & Monitoring Services

Provide stewardship services to watershed landowners and municipalities that will:

- a) Help improve the health and resiliency of rivers, soil, and forests.
- b) Help keep soil and nutrients on the land and out of watercourses

#### 2. Restoration of Natural Areas:

- Projects include: floodplains, river valleys, riparian areas, forests and wetlands
- Technical support for landowners
- Support with funding applications
- Coordination of planting projects **is funded by a user fee to cover the cost of this service.**
- Purchase trees and shrubs in bulk for municipalities and residents **is funded by a user fee to cover the cost of this service.**
- Benefits include:
  - Increases natural areas on the landscape
  - Improves water quality
  - Climate change resilience

#### 3. Soil & Water Conservation:

- Rural Storm Water Management and Cover crops
- Technical support for landowners
- Support with funding applications
- Benefits: reduces soil erosion & improves soil health for agricultural production

#### 4. Watershed Stewardship Programs and Projects:

- Delivery of rural water quality programs for Huron and Wellington Counties
- Leverage other funding to support our extension work
- Develop proposals and necessary partnerships to secure funding
- Key examples are Healthy Lake Huron and Middle Maitland Restoration Project

#### 5. Watershed Health Monitoring and Reporting:

- Monitor and report on the health of forests, rivers, and soil.
- Used to help focus our extension services.
- Used to determine extent and type of stewardship work needed in the watershed
- This information is required to support the need for funding for stewardship projects when applying to Provincial and Federal Agencies

#### Category 3: Falls Reserve Campground Service

- MVCA provides overnight and seasonal camping at the Falls Reserve Conservation Area The conservation area is also funded by user fees charged for day use to the area.
- The campground is funded through user fees.
- The revenue raised is used to fund the operations of the campground. Any surplus revenue is used to fund infrastructure upgrades and major maintenance to equipment and facilities.

#### Category 3: Wawanosh Campground Service

- MVCA provides seasonal camping at the Wawanosh Campground. This campground is located on the Wawanosh Valley Conservation Area.
- Fees from seasonal camping and day use fund the operation of the campground.
- Any surplus revenue raised is used to fund infrastructure upgrades and major maintenance to facilities.

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

**BY-LAW NUMBER 096-2023**

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF A  
MEMORANDUM OF UNDERSTANDING WITH THE SAUGEEN  
VALLEY CONSERVATION AUTHORITY (SVCA) FOR PROGRAMS  
AND SERVICES**

**WHEREAS** the Township of Wellington North and the Saugeen Valley Conservation Authority wish to enter into a Memorandum of Understanding for the delivery of program and 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 a Memorandum of Understanding with the Saugeen Valley Conservation Authority for the delivery of program and services 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 23RD DAY OF OCTOBER, 2023**

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**ANDREW LENNOX, MAYOR**

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**KARREN WALLACE, CLERK**

## Category 2 Programs and Services Agreement

(hereafter, "Agreement")

**THIS AGREEMENT** is made on the \_\_\_\_\_ day of \_\_\_\_\_, 2023 (the "Effective Date").

### BETWEEN:

#### TOWNSHIP OF WELLINGTON NORTH

(hereinafter, "Participating Municipality")

### AND:

#### SAUGEEN VALLEY CONSERVATION AUTHORITY

(hereinafter, "SVCA")

**WHEREAS** SVCA is a conservation authority established under the *Conservation Authorities Act* (the "Act") and is governed by its participating municipalities in accordance with the Act,

**AND WHEREAS** the Participating Municipality is located wholly or partly within the area under the jurisdiction of SVCA,

**AND WHEREAS** under the Act, Category 2 programs and services may be provided with municipal funding subject to a memorandum of understanding ("MOU") or such other agreement in respect of the programs and services,

**AND WHEREAS** the Participating Municipality wishes to avail themselves of the Category 2 programs and services attached hereto as Schedule 'B',

**AND WHEREAS** the Council of the Participating Municipality has authorized the Participating Municipality to enter into this Agreement with SVCA for the delivery of a Category 2 program or service,

**NOW THEREFORE**, in consideration of the terms of this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. This Agreement shall commence on January 1<sup>st</sup>, 2024 and shall continue for five (5) years to and including December 31<sup>st</sup>, 2028 (the “Term”), unless either party provides written notice of termination to the other party at least ninety (90) days prior to the expiry of the Term.
2. All schedules attached shall form part of this Agreement and be binding upon the parties herein.
3. SVCA agrees to provide Category 2 programs and services for the structure identified in Schedule ‘A’ of this Agreement.
4. SVCA will not add to or delete from the list of activities identified in Schedule ‘B’ funded through this Agreement. Any change requires an amendment to this Agreement in writing with the Participating Municipality. In accordance with Schedule ‘B’, capital projects will not be offered by SVCA unless approved by the SVCA Board of Directors.
5. The Participating Municipality agrees to the costs as identified in Schedule ‘C’ to the Agreement. Time and material costs will be billed to the Participating Municipality at the end of each calendar year during the Term, following the prescribed budgetary process in accordance with the requirements of the applicable regulations under the Act. Payment by the Participating Municipality is to be made within 60 days of the invoice date.
6. Costs identified in Schedule ‘C’ are subject to reasonable work and/or cost revision, all of which is subject to reasonable notice to the Participating Municipality. The Participating Municipality has the right to refuse revisions. Should the Participating Municipality refuse to agree to reasonable work and/or cost revisions, they would cease to be part of this Agreement.
7. SVCA and the Participating Municipality will agree to facilitate open and timely communication at all levels.
8. Unless otherwise provided for within the Act, if a dispute arises between the parties, including in respect of the content or interpretation of this Agreement, which has not been resolved within sixty (60) days, such dispute may be submitted to a third party mediator, the choice of mediator to be agreed upon by the parties, and failing agreement to choose a mediator within an additional sixty (60) days, the mediator to be appointed

by a judge of the Superior Court, for resolution via non-binding mediation conducted pursuant to the National Mediation Rules of the ADR.

9. Neither party shall be in default with respect to the performance or non-performance of the terms of the Agreement resulting directly or indirectly from causes beyond its reasonable control (other than for financial inability) that could not reasonably have been foreseen, including, without limitation, any delay caused by war, invasion, riots, acts of terrorism or sabotage, acts of government authority (other than by the Participating Municipality), plague, epidemic, pandemic, natural disaster, strike, lock-out, inability to procure material, acts, laws or regulations of government authority or other cause beyond the reasonable control of such party and not caused by the act or omission of such party, and the performance of such term or terms shall be extended for a period equivalent to the period of such delay. This provision does not relieve the Participating Municipality of its obligation to pay fees and costs when due.
10. If any provision of this Agreement is invalid, unenforceable, or unlawful, such provision shall be deemed to be deleted from this Agreement and all other provisions of this Agreement shall remain in full force and effect and shall be binding in all respects between the parties hereto.
11. The resolution of the SVCA Board of Directors to execute this Agreement shall be included as Schedule 'D' to this Agreement.
12. The resolution of Council from the Participating Municipality to execute this Agreement shall be included as Schedule 'E' to this Agreement.
13. This Agreement shall be binding upon the parties after duly executed resolutions from both the SVCA Board of Directors and the council of the Participating Municipality approving this Agreement have been passed.
14. This Agreement shall be binding upon the successors and assigns of the parties hereto.
15. This Agreement may be executed in counterparts and when each party has executed a counterpart, each of such counterparts shall be deemed to be an original and all such counterparts, when taken together, shall constitute one and the same agreement.

**IN WITNESS WHEREOF**, the parties have entered into this Agreement as of the Effective Date.

**SAUGEEN VALLEY CONSERVATION AUTHORITY**

Per: \_\_\_\_\_

Name: Erik Downing

Title: General Manager/Secretary-Treasurer (Acting)

Per: \_\_\_\_\_

Name: Barbara Dobreen

Title: Chair, SVCA Board of Directors

I/we have the Authority to bind the Corporation.

**TOWNSHIP OF WELLINGTON NORTH**

Per: \_\_\_\_\_

Name:

Title:

Per: \_\_\_\_\_

Name:

Title:

I/we have the Authority to bind the Corporation.



## Schedule 'A' – Mount Forest Dam, Township of Wellington North

### Site Summary and Location Map

#### Site Location and Access:

The Mount Forest Dam is located at the southern limits of the geographic Town of Mount Forest, Ontario, just upstream of Highway 6 (Main Street South) on the South Saugeen River. The dam was accessed via a trail that follows the toe of the downstream left earth embankment and then passes under the Highway 6 bridge, leading to the low flow control structure.

Municipality: Township of Wellington North, geographic Town of Mount Forest

Roll No.: NA – Within road allowance of Highway 6

Legal Description: NA

#### Description:

The Mount Forest Dam is comprised of an earth embankment dam, with a concrete weir structure and low flow gate/pipe. The concrete structure sits between the roadway embankments of Highway 6 (Main Street South). The embankments are significantly higher than needed for the dam structure as they were constructed to facilitate the bridge crossing of the river valley.

The concrete spillway initially gives the appearance of a concrete gravity dam; however, 1983 rehabilitation work suggests that the original dam was likely constructed of rock-filled timber cribs faced with wooden planks. As the wood planks deteriorated, they were faced with concrete. The concrete was first re-faced in 1966 dating the construction of the dam prior to the 1960's. It is believed that the Mount Forest Dam was originally created as a log structure to supply water for a mill. To our knowledge, the structure was not engineered for a dam in its conception. Repairs in 1966 and 1983 have greatly improved the stability of the dam by enlarging the mass and footprint, as well as sealing it from the top spillway apron to the upstream channel bottom.

There is sheetpiling on the north upstream slope that is used as a retaining wall for the road approach to the bridge. The south upstream bank is armoured with cable-tied concrete. The downstream slope consists of the spillway slopes of the bridge, the lower concrete apron, and a plunge pool covered in cable-tied concrete.

Historically, there were two operational features at the Mount Forest Dam, the low flow gate and flashboards along the crest of the overflow weir. The flashboards were installed between May and November to raise the reservoir level by 0.4 m. This operation came to an end in 1998

when the function of the upstream reservoir changed from recreational to wetland conservation. The dam has been operated without the flashboards since that time.

The low flow gate was operated annually during the removal of the flashboards until 1998. The gate is operated manually with a turn handle or wheel. Currently, the Mount Forest Dam acts as a fixed weir and does not require regular operation. SVCA staff operate the low flow gate once per year to ensure that it remains operational and to clear sediment and debris from the low flow pipe.

### **2022 External Engineering Inspection:**

#### *Public Safety Summary*

The public safety measures that have been installed at the site include:

- Railings around a portion of the low flow gate structure.

Based on the site investigation, D.M. Wills identified the following potential public safety issues:

- The railings do not meet the Ontario Building Code requirements.
- The railings do not completely surround the low flow control structure on the left side of the dam and there are no railings on the right side of the dam.
- There is no public safety signage present at the site.
- There is no public safety boom / buoy line present at the site.

#### *Operator Safety Summary*

The existing railing generally meets the requirements for a guard rail under O.Reg. 851; however, the railings do not completely surround the low flow control structure on the left side of the dam.

O.Reg. 851 requires a fall arrest system where a worker is exposed to the hazard of falling and the surface to which they might fall is more than 3 m below the position where they are situated. Based on the drawings provided, the potential fall height is approximately 5.3 m; therefore, a fall arrest system for dam operators is required if the grate on the low flow gate structure is opened.

Potential operator safety issues include:

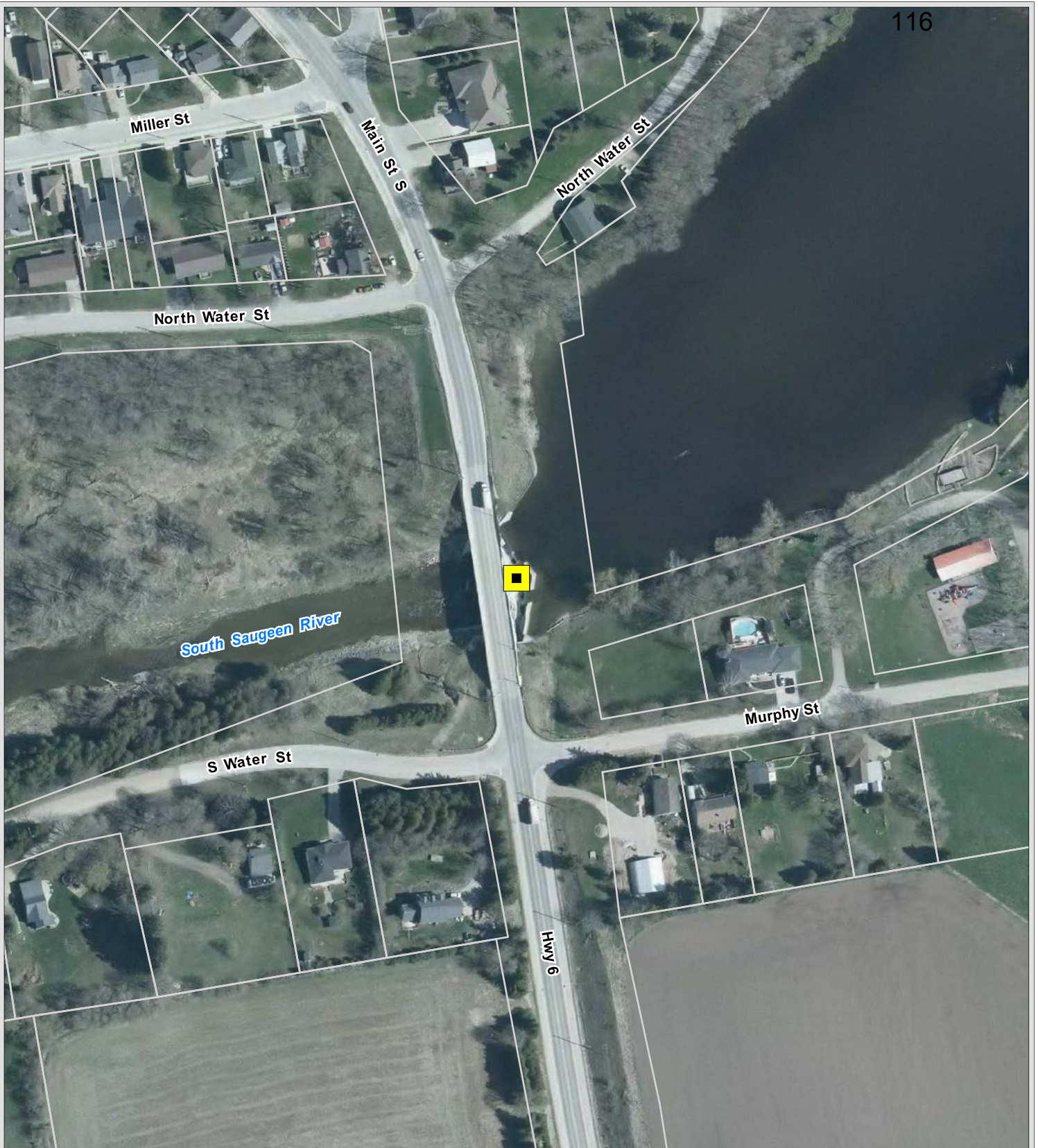
- Working around water may require the use of a life jacket or PFD.
- There is no fall arrest system installed on low flow control structure.
- The railings do not completely surround the low flow control structure.

#### *Condition Summary*

In general, the dam was observed to be in good condition with localized areas of concrete deterioration (cracking, efflorescence, and scaling) throughout the weir structure and evidence of graffiti present throughout the site. Erosion was noted on the downstream slope and in the channel downstream of the dam as described below. The low flow gate valve stem was broken during the dam inspections; however, it was repaired shortly after.

*Recommendations*

The attached excerpt from the 2022 D.M. Wills Inspection Report outlines all current recommendations for the Mount Forest Dam.



The included mapping has been compiled from various sources and is for information purposes only. Saugeen Valley Conservation Authority (SVCA) is not responsible for, and cannot guarantee, the accuracy of all the information contained within the map.

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This mapping contains products of the South Western Ontario Orthophotography Project 2020 (SWOOP2020). These images were taken in 2020 at 16cm resolution by Mapcon Mapping Ltd. They are the property of Saugeen Valley Conservation Authority ©2023.



UTM Zone 17N, NAD 83  
 0 50 m  
 1:2000

**Legend**

-  Dam
-  Parcel Fabric

**Township of Wellington North**  
**Mount Forest Dam**



**Table 2 – Dam Inspection Recommendations**

Recommendation	Description of Deficiency	Priority	Estimated Cost	Additional Comments
<b>Dam Safety Management</b>				
1. Prepare an updated Dam Safety Assessment/Review for the Mount Forest Dam prior to, or as part of, any major decisions regarding the management and maintenance of the Mount Forest Dam. The Dam Safety Assessment/Review should be completed in accordance with the Lakes and Rivers Improvement Act Technical Bulletins and Best Management Practices (MNR, 2011).	There is limited Dam Safety information available for the Mount Forest Dam. A Dam Safety Assessment Report (B.M. Ross, 2006) was provided and reviewed; however, the report only provides a cursory review of the Hazard Potential Classification (i.e. no dam break or hydraulic analyses) and does not provide any information regarding the Inflow Design Flood, the hydraulic capacity/freeboard, or the stability of the concrete gravity/earth embankment sections. Additionally, the work was completed using the Draft Ontario Dam Safety Guidelines (MNR, 1999) and these guidelines were replaced by the Lakes and Rivers Improvement Act Technical Bulletins and Best Management Practices (MNR, 2011). The SVCA may benefit from having updated Dam Safety information available when making decisions related to the future management and maintenance of the Mount Forest Dam.	Medium	\$75,000	The estimated cost assumes that the SVCA would retain the services of a qualified consulting engineering firm to complete a full Dam Safety Review. The SVCA may want to consider completing Hazard Potential Classification studies for all of their dams before full Dam Safety Reviews so that the full Dam Safety Reviews can be prioritized for the High hazard structures. The cost of completing the Hazard Potential Classification study would be approximately \$30,000 for this structure. The scope of work would include a hydrology study, the development of a hydraulic model, a dam breach assessment, and an incremental loss assessment. The price per structure could be reduced if several Hazard Potential Classification studies are completed by the same consultant at the same time.
2. Establish a regular frequency for engineering inspections (i.e., annually or bi-annually) as well as routine inspections by staff (i.e., monthly).	The records of past engineering inspections included reports completed by B.M. Ross in 1982 and 2006. There were no records of past routine inspections, other than photos taken in 2015, 2017, 2018, 2019 and 2021. The SVCA would benefit from establishing a regular frequency of engineering inspections (i.e. annually or bi-annually) as well as routine inspections by staff (i.e. monthly).	Immediate	\$2,500	The estimated cost shown is for the completion of an annual or bi-annual inspection by a qualified consulting engineering firm and assumes that the SVCA would have a number of flood and erosion control structures inspected as part of the same contract. The cost for a standalone dam inspection would be estimated as \$10,000. It is assumed that the routine inspections would be completed by SVCA staff as part of their regular duties.
3. Monitor the rotation of the sheet pile retaining wall on the upstream left side of the dam.	The sheet pile retaining wall on the upstream left side of the dam appears as though it may be rotating outwards. It is possible that it was installed this way or that there are excessive earth pressures behind the wall. Monitoring will help to determine if this is an issue that needs to be addressed further.	Ongoing	\$0	It is assumed that this would be completed as part of the routine inspections completed by SVCA staff as part of their regular duties.

Recommendation	Description of Deficiency	Priority	Estimated Cost	Additional Comments
4. Monitor the seepage around the low flow pipe on the downstream side of the control structure.	There is seepage around the low flow pipe on the downstream side of the control structure. While minor at this time, it should be monitored and addressed if the problem worsens.	Ongoing	\$0	It is assumed that this would be completed as part of the routine inspections completed by SVCA staff as part of their regular duties.
<b>Public Safety</b>				
5. Complete a Public Safety Risk Assessment and prepare a Public Safety Plan for the Mount Forest Dam and implement appropriate public safety measures (i.e. railings, fencing, signage, public safety boom/buoys). This work should be completed in accordance with the Best Management Practices for Public Safety Around Dams (MNR, 2011) and the Guidelines for Public Safety Around Dams (CDA, 2011).	There is no Public Safety Risk Assessment for public Safety Plan for the Mount Forest Dam and it is evident that there is a significant public presence at the site (i.e. graffiti).	High	\$15,000	The cost estimate assumes that the SVCA would retain the services of a qualified consulting engineering firm to complete this work; however, this could be completed by SVCA staff if they have the appropriate knowledge and experience. The appropriate public safety measures and their costs would be identified as part of the Public Safety Risk Assessment.
<b>Operator Safety</b>				
6. Investigate opportunities to improve operator safety at the dam, including the provision of a fall arrest system and the installation of an appropriate railing system on the low flow control structure.	There are inadequate railings to protect operator safety. The railings do not completely surround the low flow control structure on the left side of the dam and there are no railings on the right side of the dam. When the grate on the low flow gate structure is opened, the fall height for workers is approximately 5.3 m; therefore, a fall arrest system should be provided.	High	\$15,000	
<b>Minor Maintenance</b>				
7. Notify the road authority of the erosion around the storm sewer/culvert on the downstream right embankment so that they can undertake appropriate repairs.	There is a section of the downstream right embankment that is severely eroded, along the path of a storm sewer pipe/culvert. While this erosion should be repaired, it is anticipated that this work would not be within the responsibility of the SVCA.	Low	\$0	It is assumed that the coordination with the road authority would be completed by SVCA staff as part of their regular duties and it is anticipated that there would not no cost to the SVCA to repair this erosion as the work would be completed at the expense of the road authority.
8. Monitor the condition of the repaired low flow gate stem and undertake further repairs or replacement as required to ensure the desired functionality.	The low flow gate stem broke while being operated during the dam inspection and was repaired shortly thereafter. Future repair or replacement works may be required in order to ensure reliable operation.	Ongoing	\$0	It is assumed that this would be completed as part of the routine inspections completed by SVCA staff as part of their regular duties.

Recommendation	Description of Deficiency	Priority	Estimated Cost	Additional Comments
<b>Major Maintenance</b>				
9. Monitor the erosion downstream of the dam and undertake further investigations and repairs as necessary to ensure the stability of the dam, bridge, and watercourse.	Downstream of the apron, the cable concrete mat has been displaced as a result of high flow velocities and piles of the matting are visible in the channel downstream. The extent of the deterioration of the cable concrete matting could not be determined due to high levels of turbidity. It is likely that a scour pool has developed downstream of the apron. It is anticipated that this area will continue to erode if additional erosion protection is not provided.	Ongoing	\$0	It is assumed that this would be completed as part of the routine inspections completed by SVCA staff as part of their regular duties. The cost to repair the downstream erosion protection could be in the \$75,000 to \$100,000 range, depending on the preferred solution.

## Schedule 'B' – Mount Forest Dam, Township of Wellington North

### Category 2 Programs and Services

#### Maintenance Activities:

The maintenance activities listed below would be performed in the absence of a public safety plan and other recommended studies as prescribed by the most recent external engineer inspection report.

- Installation and maintenance of signage
- Minor concrete repairs, as needed
- Debris removal impeding flow of water over dam
- Vegetation control
- Repairs to existing fencing and railing; no new fencing or railing improvements to be completed
- Annual exercising and flushing of the low flow gate
- Access and repairs within the bypass chamber associated with the low flow gate will not be considered until a certified operator fall arrest system is in place
- Associated permitting (SVCA and/or other environmental agencies) associated with the above noted maintenance activities
- End of year summary of maintenance and inspection activities

The above maintenance activities are contingent on SVCA staff having full, unobstructed access to the site and permissions from all affected landowners.

#### Inspection:

- Quarterly inspections and subsequent inspection report by SVCA staff
- Inspections to include monitoring rotation of sheet pile retaining wall, monitoring seepage around emergency bypass pipe and downstream erosion
- Coordination of annual inspection by a qualified external engineer

#### Capital Project(s):

A motion by the SVCA Board of Directors must be passed for SVCA staff to carry out capital projects on the Mount Forest Dam. SVCA staff request notification should the Township of Wellington North undertake capital projects during the term of a Category 2 agreement.

The following items were identified in the D.M. Wills 2022 Inspection Report and are considered capital projects for the purposes of this agreement:



- Complete a dam safety assessment/review, in accordance with the Lakes and Rivers Improvement Act
- Complete a public safety risk assessment and prepare a public safety plan.
- Implement public safety measures based on public safety plan (i.e., railings, fencing, safety boom/buoys)
- Improvement to operator safety measures (i.e., railings and fall arrest system)
- Repair or replacement of the low flow gate system, when needed
- Downstream erosion protection measures and further investigation related to displacement of the concrete cable mat
- Repair to the scour pool downstream of the concrete apron

## Schedule 'C' – Mount Forest Dam, Township of Wellington North

### Category 2 Cost

Item	Description	Duration	Budget (5 year)
Signage	Design and installation	Once	\$4,000.00
Concrete repairs	Minor repairs	As needed, over 5 years	\$6,000.00
Debris removal	As needed	Over 5 year term	\$5,000.00
Vegetation control	As needed	Annual	\$5,000.00
Fencing repairs	As needed	Over 5 year term	n/a
Flushing	Internal	Annual	\$2,500.00
Maintenance summary	Internal	Annual	\$5,000.00
Inspections	Internal, with reporting	Bi-annual	\$15,000.00
Engineer inspection	External	Annual	\$15,000.00
<b>5 YEAR TOTAL</b>			<b>\$57,500.00</b>

#### Notes:

- The above cost estimates are based on the 2022 condition assessment undertaken by D.M. Wills Associates. Additional repair and/or maintenance work may be required within the five-year budget period.
- These estimates should be considered +/- 10% of actual costs.
- All costs will be billed annually on a time and materials basis.
- SVCA staff will seek written approval from the Township of Wellington North should external engineering costs be greater than 20% of the estimated cost.
- All maintenance and inspection costs shall be in accordance with SVCA's Purchasing Policy.
- Scheduling of maintenance and inspection activities is at the discretion of SVCA staff.
- Capital projects are not included in the cost estimates above and will not be undertaken by SVCA staff without SVCA Board of Directors approval.

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

**BY-LAW NUMBER 097-2023**

**BEING A BY-LAW TO PROVIDE FOR THE APPOINTMENT OF  
MUNICIPAL LAW ENFORCEMENT OFFICERS FOR THE  
CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH  
FOR THE PURPOSE OF ENFORCING THE TOWNSHIP'S PARKING  
BY-LAW NO. 6000-23 AND REPEAL BY-LAW NO. 025-2023**

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

1. **THAT** Sean Kyle be appointed as a Municipal Law Enforcement Officer for the Township of Wellington North for the purpose of enforcing the Township's Parking By-law No. 6000-23, as amended;
2. **THAT** Lindsay Bradley be appointed as a Municipal Law Enforcement Officer for the Township of Wellington North for the purpose of enforcing the Township's Parking By-law No. 6000-23, as amended;
3. **THAT** Curtis La Croix be appointed as a Municipal Law Enforcement Officer for the Township of Wellington North for the purpose of enforcing the Township's Parking By-law No. 6000-23, as amended;
4. **THAT** Kala Flannery be appointed as a Municipal Law Enforcement Officer for the Township of Wellington North for the purpose of enforcing the Township's Parking By-law No. 6000-23, as amended;
5. **THAT** Andy Rees be appointed as a Municipal Law Enforcement Officer for the Township of Wellington North for the purpose of enforcing the Township's Parking By-law No. 6000-23, as amended;
6. **THAT** Art Ash be appointed as a Municipal Law Enforcement Officer for the Township of Wellington North for the purpose of enforcing the Township's Parking By-law No. 6000-23, as amended;
7. **THAT** Erin Marriot be appointed as a Municipal Law Enforcement Officer for the Township of Wellington North for the purpose of enforcing the Township's Parking By-law No. 6000-23, as amended;

8. **THAT** the appointments may only enforce the Township's Parking By-law No. 6000-23, as amended on the following properties:

450 Albert St, Mount Forest  
235 Egremont St, Mount Forest  
440 King St, Mount Forest  
110 Edward St, Arthur  
133 Frederick St, Arthur  
182 George St, Arthur

9. **THAT** this By-law shall come into effect on November 1, 2023.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
THIS 23 DAY OF OCTOBER, 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 098-2023**

**BEING A BY-LAW TO AMEND BY-LAW 074-2020 BEING A BY-LAW TO APPOINT A  
COMMUNITY EMERGENCY MANAGEMENT COORDINATOR AND ALTERNATE(S)  
COMMUNITY EMERGENCY MANAGEMENT COORDINATOR FOR THE  
CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH**

**WHEREAS** the Council of the Corporation of the Township of Wellington North is desirous of amending By-law 074-2020 as follow:

1. That Michael Givens be removed as the appointed Alternate Community Emergency Management Coordinator for the Township of Wellington North.
2. That Brooke Lambert be added as the appointed Alternate Community Emergency Management Coordinator for the Township of Wellington North.
3. That this by-law shall come into force on its passage.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS  
23rd DAY OF OCTOBER 2023.**

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

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

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

**BY-LAW NUMBER 100-2023**

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF A  
MEMORANDUM OF UNDERSTANDING WITH THE SAUGEEN  
VALLEY CONSERVATION AUTHORITY (SVCA) FOR COST  
APPORTIONING**

**WHEREAS** the Township of Wellington North and the Saugeen Valley Conservation Authority wish to enter into a Memorandum of Understanding for the cost apportionment.

**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 a Memorandum of Understanding with the Saugeen Valley Conservation Authority for the cost apportionment 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 23RD DAY OF OCTOBER, 2023**

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

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

## **Cost Apportioning Agreement**

(hereafter, "Agreement")

**THIS AGREEMENT** is made on the 23 day of October, 2023 (the "**Effective Date**").

### **BETWEEN:**

**THE TOWNSHIP OF WELLINGTON NORTH**

(hereinafter, "Participating Municipality")

### **AND:**

**SAUGEEN VALLEY CONSERVATION AUTHORITY**

(hereinafter, "SVCA")

**WHEREAS** SVCA is a conservation authority established under the *Conservation Authorities Act* (the "Act") and is governed by its participating municipalities in accordance with the Act,

**AND WHEREAS** the Participating Municipality is a lower-tier municipality, located wholly or partly within the area under the jurisdiction of SVCA,

**AND WHEREAS** under the Act, Category 3 programs and services deemed advisable by the SVCA Board of Directors may be provided with municipal funding subject to a memorandum of understanding ("MOU") or such other agreement in respect of the programs and services,

**AND WHEREAS** SVCA is prepared to provide certain non-mandatory Category 3 programs and services to and/or on behalf of and/or within the boundaries of the Participating Municipality,

**AND WHEREAS** pursuant to Sections 25 and 27 of the Act, conservation authorities are authorized to apportion costs to municipalities for delivery of mandatory programs and services and general operating expenses,

**AND WHEREAS** pursuant to Section 25 and 27 of the Act and Ontario Regulation 687/21, conservation authorities and municipalities may enter into an Agreement to allow for the apportionment of costs to municipalities for programs and services provided, other than mandatory programs and services,

**AND WHEREAS** the Participating Municipality wishes to avail themselves of the non-mandatory Category 3 programs and services attached hereto as Schedule 'A',

**AND WHEREAS** the Council of the Participating Municipality has authorized the Participating Municipality to enter into this Agreement with SVCA for the delivery of Category 3 programs and services,

**NOW THEREFORE**, in consideration of the terms of this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. This Agreement shall commence on the Effective Date and shall continue for five (5) years (the "**Initial Term**"). Thereafter, this Agreement shall continue for additional five-year periods (each a "**Renewal Term**") unless either party provides written notice of termination to the other party at least ninety (90) days prior to the expiry of the Initial Term or Renewal Term, as the case may be.
2. This Agreement shall be reviewed by the parties at least six (6) months prior to the expiry of the Initial Term and each Renewal Term.
3. SVCA agrees to provide the Category 3 programs and services outlined in Schedule 'A' to this Agreement.
4. Notwithstanding the foregoing, the Participating Municipality acknowledges and agrees that all Category 3 programs and services identified in Schedule 'A' shall also be included in a Watershed-Based Resource Management Strategy that the SVCA is required to develop and implement under the Act.
5. SVCA will not add to or delete from the list of Category 3 programs and services funded through municipal apportionment without first consulting with all participating municipalities. Any such change would require an amendment to this Agreement agreed to in writing by all participating municipalities.
6. The costs associated with the Category 3 programs and services subject to this Agreement shall be reviewed by the participating municipalities on an annual basis as part of the SVCA budget and apportionment process.



7. When preparing its annual budget, SVCA shall follow the prescribed budgetary process in accordance with the requirements of the applicable regulations under the Act, including preparation of a draft budget, consultations with participating municipalities, rules for voting to approve the apportionment, and preparation of the final budget.
8. SVCA's final approved budget shall be appended annually as Schedule 'B' to the Agreement.
9. SVCA and the Participating Municipality shall identify and agree upon the cost of relevant Category 3 programs and services in the annual budget, and shall comply with the prescribed methods of apportionment, including the Modified Current Value Assessment (MCVA) apportionment method (the ratio that the Participating Municipality's modified current value assessment bears to SVCA's modified current value assessment) and/or the benefit-based apportionment method (the benefit that each Participating Municipality obtains from the program or service to which the operating expense or capital cost is related), or where permitted in accordance with the applicable regulations, by agreement.
10. Where Category 3 programs and services are included in the budget process and apportionment, SVCA shall apportion the operating expenses and capital costs, as presented in the annual budget, to the Participating Municipality. The Participating Municipality's share of the total apportionment shall be appended annually as Schedule 'C' to this Agreement.
11. The Participating Municipality agrees to be apportioned costs as identified in Schedule 'C' to the Agreement.
12. Through this Agreement, the parties agree that the SVCA may, where applicable, charge a fee (user fee) for a Category 3 program or service provided under this Agreement by the SVCA. Any such fees collected for the programs and services identified in Schedule 'A' shall be used to offset the municipal apportionment costs associated with providing the Category 3 program and/or service for which the fee is collected.
13. Where Category 3 programs and services funded, in whole or in part, by the Participating Municipality involve user fees, such user fees shall only be imposed in accordance with SVCA's Fee Policy and Fee Schedules adopted in accordance with the provisions of the Act, or otherwise in accordance with provisions set out in an agreement between SVCA and the Participating Municipality.
14. SVCA and the Participating Municipality will strive to facilitate open and timely communication at all levels.

15. Unless otherwise provided for within the Act, if a dispute arises between the parties, including in respect of the content or interpretation of this Agreement, and which has not been resolved within sixty (60) days, such dispute may be submitted to a third party mediator, the choice of mediator to be agreed upon by the parties, and failing agreement to choose a mediator within an additional sixty (60) days, the mediator to be appointed by a judge of the Superior Court, for resolution via non-binding mediation conducted pursuant to the National Mediation Rules of the ADR.
16. Neither party shall be in default with respect to the performance or non-performance of the terms of the Agreement resulting directly or indirectly from causes beyond its reasonable control (other than for financial inability) that could not reasonably have been foreseen, including, without limitation, any delay caused by war, invasion, riots, acts of terrorism or sabotage, acts of government authority (other than by the Participating Municipality), plague, epidemic, pandemic, natural disaster, strike, lock-out, inability to procure material, acts, laws or regulations of government authority or other cause beyond the reasonable control of such party and not caused by the act or omission of such party, and the performance of such term or terms shall be extended for a period equivalent to the period of such delay. This provision should not relieve the Participating Municipality of its obligation to pay fees and costs when due.
17. If any provision of this Agreement is invalid, unenforceable, or unlawful, such provision shall be deemed to be deleted from this Agreement and all other provisions of this Agreement shall remain in full force and effect and shall be binding in all respects between the parties hereto.
18. The Participating Municipality and SVCA will continue to work together to identify opportunities for further collaboration to the benefit of both parties and ensure efficiency, transparency, and accountability in the use of public sector resources.
19. The resolution of the SVCA Board of Directors to execute this Agreement shall be included as Schedule 'D' to this Agreement.
20. The resolution of Council from the Participating Municipality to execute this Agreement shall be included as Schedule 'E' to this Agreement.
21. This Agreement shall be made available to the public in accordance with the Act and any applicable regulations.
22. This Agreement may be executed in counterparts and when each party has executed a counterpart, each of such counterparts shall be deemed to be an original and all such counterparts, when taken together, shall constitute one and the same agreement.

**IN WITNESS WHEREOF**, the parties have entered into this Agreement as of the Effective Date.

**SAUGEEN VALLEY CONSERVATION AUTHORITY**

Per: \_\_\_\_\_

Name: Erik Downing

Title: General Manager/Secretary-Treasurer (Acting)

Per: \_\_\_\_\_

Name: Barbara Dobreen

Title: Chair, SVCA Board of Directors

**THE TOWNSHIP OF WELLINGTON NORTH**

Per: \_\_\_\_\_

Name: Andrew Lennox

Title: Mayor

Per: \_\_\_\_\_

Name: Karren Wallace

Title: Director of Legislative Services/Clerk

## **Schedule 'A' – Category 3 Programs and Services Requiring Apportionment**

### **Service Area 1 – Water Quality Program**

SVCA diligently conducts stream water quality monitoring at 14 locations within the watershed through the Provincial Water Quality Monitoring Network. Given the extensive expanse of the watershed and the constrained number of sampling locations under the Provincial Water Quality Monitoring Network, there were information voids. To ameliorate these deficits, SVCA instituted an in-house monitoring program in 2012, augmenting the network with an additional 15 monitoring sites distributed throughout the watershed. In concert, these programs yield the fundamental data indispensable for understanding the water quality status across the watershed.

Furthermore, SVCA has instituted a biomonitoring network encompassing twenty (20) water quality monitoring sites. Biomonitoring entails the utilization of organisms to evaluate environmental conditions, specifically water quality in this context. By monitoring benthic organisms, those that reside at the bottom of rivers and streams and possess specific tolerance thresholds for water quality conditions, SVCA can validate water chemistry findings through the biological data amassed at various locations throughout the watershed, thereby depicting a comprehensive characterization of water quality conditions.

Watershed Report Cards are developed every five (5) years using guidelines from Conservation Ontario. The Watershed Report Card is an excellent tool for conservation authorities to inform watershed residents about the health of their watershed in an easy-to-understand format. These Watershed Report Cards are a Category 3 Program using information collected directly from the two water quality monitoring programs described above.

The annual operating funds allocated for sustaining these water quality programs amount to \$119,050 for the year 2023. A business case, substantiating the perpetuation of these water quality programs, accompanies this Agreement.

### **Service Area 2 – Public Awareness and Communications for Non-Mandatory Programs and Services**

SVCA's Communications, Community Outreach, and Public Awareness programming serve as instrumental tools in disseminating awareness pertaining to SVCA's array of programs and services. A considerable portion of this programming is financed in its entirety through the municipal levy, as it is primarily oriented towards mandatory programs and services (Category 1). However, an allocation of time and resources will be dedicated to buttress the non-mandatory components of the water quality monitoring program. For the year 2023, the operating funding budgeted for sustaining public awareness and communications specific to water quality monitoring programming stands at \$7,100.

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

**BY-LAW NUMBER 101-2023**

**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  
OCTOBER 23, 2023**

**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 October 23, 2023 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 23RD DAY OF OCTOBER, 2023.**

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

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**KARREN WALLACE, CLERK**