

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH  
AGENDA OF REGULAR COUNCIL MEETING – DECEMBER 11, 2023 AT 2:00 P.M.  
CLOSED SESSION PRIOR TO OPEN SESSION AT 1:30 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/86247876210>

Or join by phone:

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

Webinar ID: 862 4787 6210

**PAGE  
NUMBER**

**CALLING TO ORDER**

**ADOPTION OF THE AGENDA**

Recommendation:

THAT the Agenda for the December 11, 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;
- (h) information explicitly supplied in confidence to the municipality or local board by Canada, a province or territory or a Crown agency of any of them;

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;
- (h) information explicitly supplied in confidence to the municipality or local board by Canada, a province or territory or a Crown agency of any of them;

**1. REPORTS**

- Report EDO 2023-025 455 Dublin Street, Mount Forest
- Report TR 2023-013 2024 - Ontario Community Infrastructure Fund – 2024 Allocation

2. REVIEW OF CLOSED SESSION MINUTES

- November 20, 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 EDO 2023-025, 455 Dulin Street, Mount Forest

AND FURTHER THAT Council approve the confidential direction to staff

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report TR 2023-013 2024 - Ontario Community Infrastructure Fund – 2024 Allocation

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 November 20, 2023 Council Meeting.

**O'CANADA**

**COUNTY COUNCIL UPDATE**

Andrew Lennox, Mayor

**PRESENTATIONS**

1. Michael Meunier, New Horizons 001
  - Report CLK 2023-039, New Horizons Seniors Helping Seniors

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report CLK 2023-039 New Horizons Seniors Helping Seniors;

AND THAT staff be directed to apply for a grant in 2024 if funding becomes available.

**RECESS TO MOVE INTO MEETINGS UNDER THE PLANNING ACT**

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North recess the December 11, 2023 Regular Meeting of Council at : p.m. for the purpose of holding meetings under the Planning Act.

**COMMITTEE OF ADJUSTMENT**

- A13/23 Pinestone Construction (185 & 187 Schmidt Dr)
- A14/23 Pinestone Construction (180 & 182 Schmidt Dr)
- A16/23 Pinestone Construction (207, 209, 211 & 213 Schmidt Dr)
- A17/23 Pinestone Construction (217, 219, 221 & 223 Schmidt Dr)

**RESUME REGULAR MEETING OF COUNCIL**

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North resume the December 11, 2023 Regular Meeting of Council at : p.m.

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

- |  |     |
|--|-----|
| 1. Regular Meeting of Council, November 20, 2023 | 011 |
| 2. Special Meeting of Council, November 29, 2023 | 023 |

Recommendation:

THAT the minutes of the Regular Meeting of Council held on November 20, 2023 and the Special Meeting of Council held on November 29, 2023 be adopted as circulated.

**BUSINESS ARISING FROM PREVIOUS MEETINGS OF COUNCIL**

**ITEMS FOR CONSIDERATION**

1. MINUTES

- |  |     |
|--|-----|
| a. Maitland Valley Conservation Authority        |     |
| • Membership Meeting #9-2023, September 20, 2023 | 026 |
| • Membership Meeting #10-2023, October 18, 2023  | 029 |

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Maitland Valley Conservation Authority Membership Meeting #9-2023 held on September 20, 2023 and Membership Meeting #10-2023 held on October 18, 2023.

- |   |     |
|---|-----|
| b. County of Wellington Accessibility Advisory Committee, May 4, 2023 | 034 |
|---|-----|

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the minutes of the County of Wellington Accessibility Advisory Committee meeting held on May 4, 2023.

- |  |     |
|--|-----|
| c. Wellington North Cultural Roundtable Committee, November 29, 2023 | 037 |
|--|-----|

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Wellington North Cultural Roundtable Committee meeting held on November 29, 2023.

- d. Saugeen Valley Conservation Authority, Board of Directors, October 19, 2023 040

Recommendation:

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 October 19, 2023.

2. PLANNING

- a. Report DC 2023-033, Consent Application B90-23 Alette Holsteins 044

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report DC 2023-033 being a report on Consent Application (Severance) B90-23 known as Part Lot 6, Concession 5 in the former Township of Arthur.

AND FURTHER THAT the Council of the Township of Wellington North support consent application B90-23 as presented with the following conditions:

- THAT the Owner satisfy all the requirements of the local municipality, financial and otherwise (included but not limited to Taxes paid in Full; a Fee of \$130.00 for Township Clearance Letter of conditions — or whatever fee is applicable at the time of clearance under the municipal Fees and Charges by-law) which the Township of Wellington North may deem to be necessary at the time of issuance of the Certificate of Consent for the proper and orderly development of the subject lands;
- THAT the Owner satisfy the requirements of the Township of Wellington North in reference to parkland dedication consistent with By-Law 011-22;
- THAT the Owner enter into an agreement apportioning any future maintenance costs on any municipal drain impacted by the application, and the owner shall provide a \$500.00 deposit to cover the cost of the re-apportionment if it is determined there are municipal drains impacted by the application and a \$250.00 fee for the Drainage Superintendent's review of the application to determine status of any drain;
- THAT daylight triangles as described in the Municipal Servicing Standards of corner lots that are adjacent to municipal roads be deeded to the Township;
- THAT the severed lands be rezoned to restrict residential development to the satisfaction of the local municipality and the County of Wellington Planning and Development Department.

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

- b. Planning Report prepared by Jessica Rahim, Senior Planner, County of Wellington, regarding 210 Gordon Street, Arthur, Zoning By-law Amendment ZBA20/23 - 9407949 Ontario Limited (Harvest View Estates) 050

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the Planning Report Prepared by Jessica Rahim, Senior Planner, County of Wellington, regarding 210 Gordon Street, Arthur, Zoning By-law Amendment ZBA20/23 - 9407949 Ontario Limited (Harvest View Estates);

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

- c. Report DC 2023-034, Cordon Canada Ltd., Site Plan Agreement, 250 Main Street South, Mount Forest 060

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive for information Report DC 2023-034 regarding the Final Approval of the Cordon Canada Ltd. Site Plan Control Agreement.

- d. Report DC 2023-035, Robert's Farm Equipment Sales Inc., Site Plan Agreement, 435 Sligo Road West, Mount Forest 073

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive for information Report DC 2023-035 regarding the Final Approval of the Robert's Farm Equipment Sales Inc. Site Plan Control Agreement.

- e. Report DC 2023-036, 2763605 Ontario Inc. Site Plan Agreement, 7514 Wellington Road 109 085

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive for information Report DC 2023-036 regarding the Final Approval of the 2763605 Ontario Inc. Site Plan Control Agreement.

### 3. BUILDING

- a. Report CBO 2023-15 City of Guelph By-law Enforcement Services 097

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report CBO 2023-15 being a report on the City of Guelph By-law Enforcement Services;

AND THAT the Council of the Township of Wellington North authorizes the Mayor and Clerk to sign the by-law to enter into an agreement with the City of Guelph for the purposes of providing By-law Enforcement Services to the Township of Wellington North.

- b. Report 2023-16 Building Permit Review for the month of October 2023 099

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report CBO 2023-16 being the Building Permit Review for the month of October 2023.

- c. Report2023-17 Building Permit Review for the month of November 2023 101

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report CBO 2023-17 being the Building Permit Review for the month of November 2023.

4. FINANCE

- a. Vendor Cheque Register Report, December 4, 2023 103

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the Vendor Cheque Register Report dated December 4, 2023.

5. FIRE

- a. FIRE 2023-04 Purchasing New Self-Contained Breathing Apparatus Fill Station and Compressor 106

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report FIRE 2023-04 being a report on the awarding of purchase of a SCBA fill station and compressor;

AND THAT Council accept this report and award the purchase to AJ Stone for a SCBA fill station and compressor for the amount of \$62,447 +HST.

6. OPERATIONS

- a. Report OPS 2023-043, Public Information Centre Capital Projects – Capital Project Survey Results 108

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive for information Report OPS 2023-043 being a report on Public Information Centre – Capital Projects.

- b. Report OPS 2023-044 Traffic Regulation By-law Update 214

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report OPS 2023-044 being a report on Traffic regulation by-law update and to repeal By-law 130-22;

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

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

- c. Report OPS 2023-045, being a report on the Township's Drinking Water Quality Management System (DWQMS) – 2023 Management Review Meeting Minutes 216

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive for information Report OPS 2023-045 being a report on the Township's Drinking Water Quality Management System (DWQMS) – 2023 Management Review Meeting Minutes.

## 7. ADMINISTRATION

- a. Report CLK 2023-040 Heritage Designation 231

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive for information Report CLK 2023-040 Heritage Designation.

- b. Report CAO 2023-014 Township of Wellington North Strategic Plan Implementations 249

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report CAO 2023-014 Township of Wellington North Strategic Plan Implementation for information;

AND THAT Council of the Corporation of the Township of Wellington North endorse the implementation work-plan in principle;

AND FURTHER THAT Council directs staff to report back on the progress of the plan bi-annually.

## 8. COUNCIL

- a. Barclay Nap, President, Wellington Federation of Agriculture, correspondence regarding battery storage systems in Wellington County 274

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the correspondence from Barclay Nap, President, Wellington Federation of Agriculture regarding battery storage systems in Wellington County

- b. Correspondence from Mayor Andrew Lennox to Hon. Paul Calandra, Minister of Municipal Affairs and Housing, dated November 30, 2023, regarding proposed legislation to reverse previous decisions on Municipal Official Plans/Official Plan Amendments 276

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the correspondence from Mayor Andrew Lennox to Hon. Paul Calandra, Minister of Municipal Affairs and Housing, dated November 30, 2023, regarding proposed legislation to reverse previous decisions on Municipal Official Plans/Official Plan Amendments.

- c. Mount Forest Community Garden Update 278
  - Accomplishments
  - Community Impact

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the Mount Forest Community Garden Update.

- d. Saugeen Valley Conservation Authority 2024 Authority Meeting Schedule 283

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the Saugeen Valley Conservation Authority 2024 Authority Meeting Schedule.

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

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

Recommendation:

THAT all items listed under Items For Consideration on the December 11, 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 112-2023 being a by-law to enter into a Mutual Drain Agreement with Maple Lane Farm Service Inc., Wyholm Farms Limited, Crescendo Farms Inc., Laverne and Erma Weber and The Township of Wellington North | 284 |
| b. By-law Number 113-2023 being a by-law to adopt a budget including estimates of all sums required during 2024 for operating and capital, for purposes of the municipality  | 299 |
| c. By-law Number 114-2023 being a by-law to regulate traffic in the Township of Wellington North and to repeal By-law No. 130-2022   | 302 |
| d. By-law Number 115-2023 being a by-law to authorize an Agreement for By-law Compliance Services  | 321 |
| e. By-law Number 116-2023 being a by-law to provide for an interim tax levy on all assessment within specific tax classes and to provide a penalty and interest rate for current taxes in default and tax arrears          | 341 |
| f. By-law Number 117-2023 being a by-law to authorize temporary borrowing from time to time to meet current expenditures during the fiscal year ending December 31, 2024   | 344 |
| g. By-law Number 118-2023 being a by-law to amend Zoning By-law Number 66-01 being the Zoning By-law for The Township of Wellington North (Harvest View Estates)   | 347 |

Recommendation:

THAT By-law Number 112-2023, 113-2023, 114-2023, 115-2023, 116-2023, 17-2023 and 118-2023 be read a First, Second and Third time and enacted.

**CULTURAL MOMENT**

- Celebrating Christmas time in Pioneer Canada 355

**CONFIRMING BY-LAW**

356

Recommendation:

THAT By-law Number 119-23 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 December 11, 2023 be read a First, Second and Third time and enacted.

**ADJOURNMENT**

Recommendation:

THAT the Regular Council meeting of December 11, 2023 be adjourned at :\_\_ p.m.

<b>MEETINGS, NOTICES, ANNOUNCEMENTS</b>		
Mount Forest BIA – Mount Forest Sports Complex	Tuesday, December 12, 2023	8:00 a.m.
Mount Forest Chamber of Commerce – Mount Forest Chamber Office	Tuesday, December 12, 2023	4:30 p.m.
Arthur Chamber of Commerce – Arthur Chamber Office	Wednesday, December 13, 2023	5:30 p.m.
Arthur BIA AGM – virtual meeting	Wednesday, December 13, 2023	7:30 p.m.
Municipal Office closes for holidays	Friday, December 22, 2023	4:30 p.m.
Municipal Office reopens	Tuesday, January 2, 2024	8:30 a.m.
Regular Council Meeting	Monday, January 15, 2024	2:00 p.m.



**WELLINGTON NORTH**  
SEMPER PORRO

## Staff Report

**To:** Mayor and Members of Council Meeting of December 11, 2023  
**From:** Karren Wallace, Director of Legislative Services/Clerk  
 Micheal Meunier, Project Lead  
**Subject:** Report CLK 2023-039 New Horizons Seniors Helping Seniors

### RECOMMENDATION

**THAT** Council of the Township of Wellington North receive Report CLK 2023-039 New Horizons Seniors Helping Seniors;

**AND THAT** staff be directed to apply for a grant in 2024 if funding becomes available.

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

Presentation August 9, 2021 meeting of Council

CLK 2020-009 New Horizons Grant-Seniors Helping Seniors through Technological Change/Modernization

CLK 2022-001 being a report on the New Horizons project

### BACKGROUND

Between September and December, 2023, the **New Horizons Project for Technology Training & Support for Seniors** ran for the second time since 2021. This series of one-hour long, peer-led sessions for Seniors living in North Wellington was delivered in-person and at no cost to participants. Sessions ran in Mount Forest on Tuesdays, in Drayton on Wednesdays, in Palmerston on Thursdays, and in Arthur on Fridays. Eighth Generation i-Pad Tablets were provided for use during the sessions. Groups of up to 10 Seniors, who were interested in learning how to use Hand-Held Technology to connect with people and programs, chose to register as either Novice or Experienced Learners. The thirty-one Novice Learners met for eight consecutive weeks in September and October, and they followed a printed manual for i-Pads. The twenty-nine Experienced Learners continue to meet for eight consecutive weeks in November and December, and they follow digital lessons found online in a Google Classroom.

<b>FINANCIAL CONSIDERATIONS</b>
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Employment and Social Development Canada provided a grant in the amount of \$23,000.00 and Wellington North made a financial contribution of \$4,450.00. It is anticipated the project will be under budget.

<b>ATTACHMENTS</b>
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Schedule A – course outline and survey results

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

Yes

Modernization and Efficiency

Partnerships

Municipal Infrastructure

Alignment and Integration

<b>Prepared By:</b>	Michael Meunier, Project Lead Karren Wallace, Director of Legislative Services/Clerk	<i>Michael Meunier</i> <i>Karren Wallace</i>
<b>Recommended By:</b>	Brooke Lambert, Chief Administrative Officer	<i>Brooke Lambert</i>

## Schedule A

### Content Delivery

NOVICE LEARNERS who DO NOT have and who DO NOT regularly use:

- >Internet access at home
- >A personal tech device (smartphone or tablet or laptop)
- >A personal g-mail account

follow a printed manual for iPads that addresses:

- Sept 06: Setting Up Your I-Pad
- Sept 13: Accessibility Settings
- Sept 20: Pre-Installed Applications: Calendar & Maps
- Sept 27: Pre-Installed Applications: Clock & Weather
- Oct 04: How to use E-mail
- Oct 11: How to use Google
- Oct 18: Pre-Installed Applications: Camera & Photos
- Oct 25: Zoom Basics

EXPERIENCED LEARNERS who DO have and who DO regularly use:

- >Internet access at home
  - >A personal tech device (smartphone or tablet or laptop)
  - >A personal g-mail account that they can sign into independently
- follow digital lessons found online in a Google Classroom that address:
- Nov 01: iPad Orientation & Introduction to Google Classroom
  - Nov 08: Shared Icons, Apple ID & Siri
  - Nov 15: Internet Basics and Finding Facts Online
  - Nov 22: Strong Passwords, Protecting ID Online & Avoiding Phishing Scams
  - Nov 29: Social Media: How to Use Facebook Wisely
  - Dec 06: A guide to securely accessing Government services online, such as those found at <https://www.wellington-north.com/>
  - Dec 13: Podcast & Book Apps
  - Dec 20: Travel: Google Maps & Air BnB

### Google Classroom Usage

At the time of this report's writing, on November 13<sup>th</sup>:

- > 25 out of 29 Experienced Learners were able to send a g-mail, from a personal Google account, to [mrmeunier1@gmail.com](mailto:mrmeunier1@gmail.com), so that I could invite them to join our Google Classroom
- > 22 of them were able to accept that invitation from home
- > 19 of them have completed the questionnaire as "homework"
- > 12 of them have submitted an assignment that I've privately commented on
- > 7 of them have asked a private question about specific assignment content
- > 1 of them has made a public comment in the Classroom Stream

Questionnaire Results

Novice Learners completed the following simple, FIVE-question, pencil and paper Course Evaluation on their last day of class:

## New Horizons Novice i-Pad Course Evaluation

Your feedback helps assess the Course Content & Delivery. Thanks!

Your Name: \_\_\_\_\_

Your E-mail (if you have one): \_\_\_\_\_

1. The course topics helped me become more “Gadget Smart” when using Hand-Held Technology such as Tablets & Smartphones:

Not at All      1      2      3      4      5      Thoroughly  
Please circle a number above

2. The instructor created a supportive environment that helped me learn:

Never      1      2      3      4      5      Always  
Please circle a number above

3. The best thing I learned in this course

was: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. The most frustrating thing about taking this course

was: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. If this course was offered again in 2025,

YES, I would attend because \_\_\_\_\_

OR

NO, I would not attend because \_\_\_\_\_

All Novice Learners expressed an interest in registering again for the New Horizons

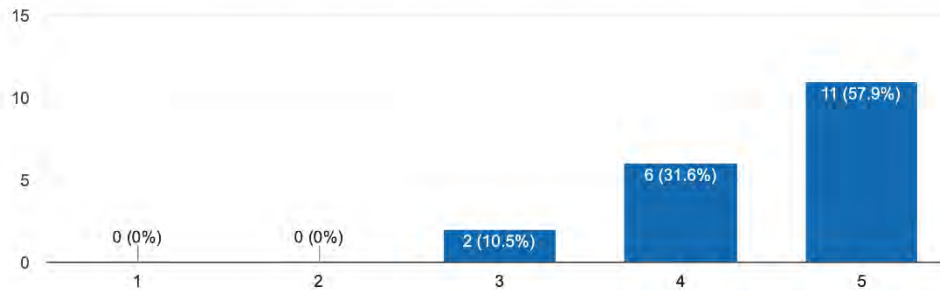
Project for Technology Training & Support for Seniors, if it is offered.

Experienced Learners completed a detailed online Questionnaire as part of their introduction to the Google Classroom, during their first week of class. See below for a Summary of their Questionnaire responses to SIX questions.

1. Rank the following FIVE topics in order of importance for you to learn about:

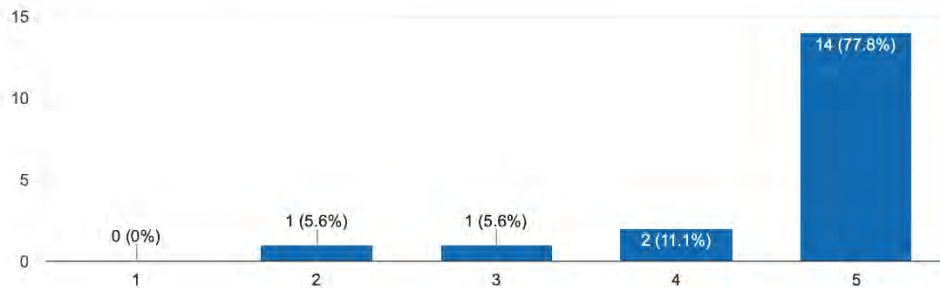
Safe online practices (creating and organizing passwords, protecting your identity online, etc.)

19 responses



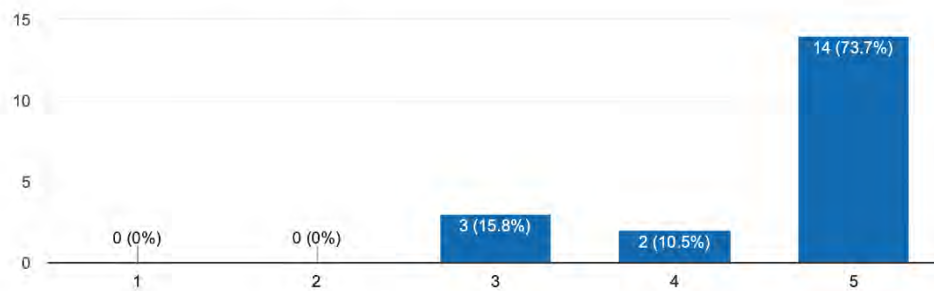
The realities of online fraud and financial abuse

18 responses



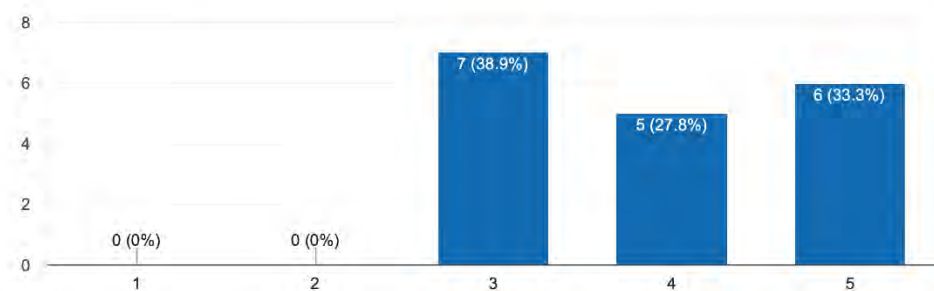
### How to identify phishing and email scams

19 responses



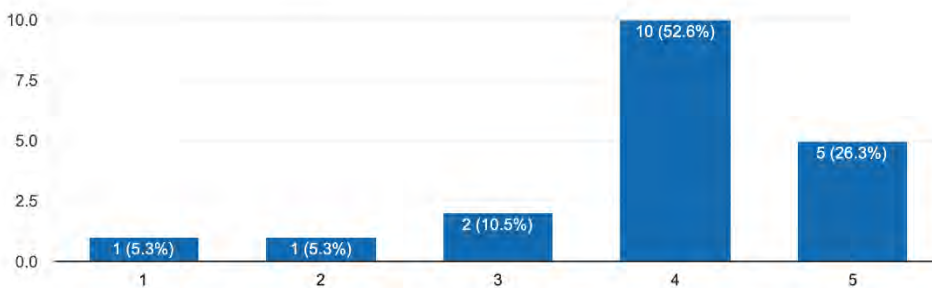
### How to connect with peers and family through email and social media apps

18 responses



### How to access information and government services online

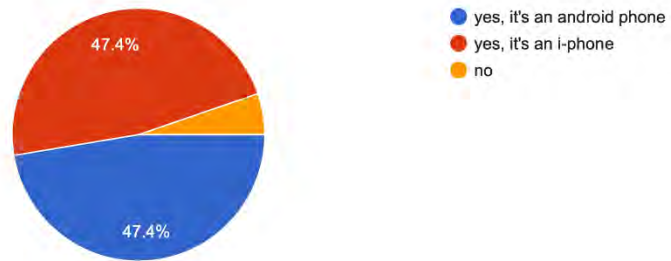
19 responses





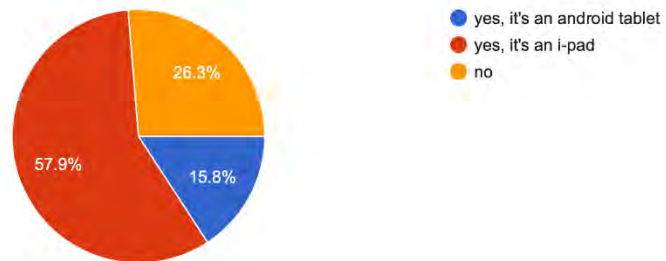
Do you use your own smart phone?

19 responses



Do you use your own tablet?

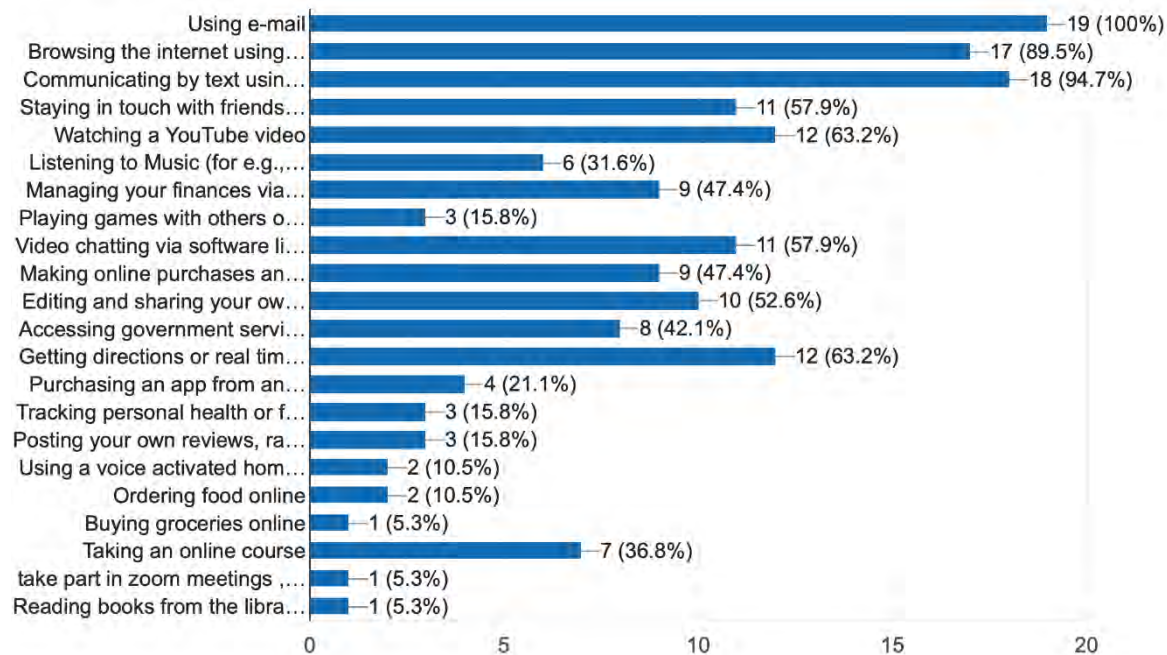
19 responses



3.

Please check off all of the things that you regularly do independently with your smart phone or tablet:

19 responses



4. What has been your most satisfying moment while using hand-held technology (smart phones or tablets) to connect with people and programs?

-Communication with Facebook and Facetime

-I am in "awe" with the timeliness of searches and connections to inquiries or known persons

-Fast connection to virtually anywhere

-Submitting medical expenses to my benefit plan

-Being able to see family over Zoom during Covid

-Texting with my sister in another Province

-Figuring out how to work a shopping list on my phone

-It is quick and easy to use

-Connecting with former school classmates

-Ability to stay in touch with family and friends and see those that are farther than an hour drive away

- Getting answers right away
- Just learning and succeeding at the use of them.
- Share pictures and text with friends and family
- FaceTime grandchildren

5. What do you find most frustrating about attempting to use hand-held technology (smart phones or tablets) to connect with people and programs?

- Using Zoom is difficult when administrators at work have problems
- Lack of personal knowledge
- Sometimes I find instructions difficult to follow to make an online purchase or download
- Screen sizes are too small
- When my phone asks me do upgrades or changes that I do not understand
- When sites are not working, you must create a new password for the 3rd time!
- Remembering steps for to do it
- Lack of knowledge with what the result might be when pushing options
- Sometimes the connection will freeze at home
- Going down rabbit holes
- Getting myself into a spot that I am not sure how to get out of
- Not knowing how to operate the operating systems
- The terms used to access functions flummox me until I relax and think about them
- Minimum frustration with good internet connection

6. What do you hope to have learned by the end of this "New Horizons" Technology Course?

- Improve security of devices
- Our family is not always handy when I need advice, so I need more answers
- I am quite open to learning and absorbing as much course information as I can. There is so much to learn, and always changes, and the more I gather, the better. We are "never too old to learn".
- Better understanding of the devices and tricks of the internet. If I learn one thing each day, then it has been a worthwhile investment of my time.
- Confidence that I will not do something that I cannot fix
- Just more confidence in what I am doing when online & how Facebook works
- How to navigate better in the Technology world
- Everything you are offering plus a few questions that I would like to know the answers to
- Be updated on what is new in Technology

- Become familiar with the features available on my iPhone and how to access them.
- Protecting my identity.
- Better understanding of iPad functions
- I see this course as an opportunity to increase my knowledge / use of electronic communication.
- To be able to use my devices confidently and not have to call my kids to talk me through spots I find difficult
- More safe use of the internet
- How to master and use this technology confidently.
- Improve knowledge with iPad, iPhone, and Google
- Security and information on ways to use my iPad more efficiently
- I like seeing the information that is "hidden" behind icons and knowing how to access different programs that are available

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH  
 MINUTES OF REGULAR COUNCIL MEETING – NOVEMBER 20, 2023 AT 7:00 P.M.  
 CLOSED SESSION PRIOR TO OPEN SESSION AT 6:00 P.M.  
 MUNICIPAL OFFICE COUNCIL CHAMBERS, KENILWORTH  
 HYBRID MEETING - IN PERSON AND VIA WEB CONFERENCING  
 PART 1 <https://www.youtube.com/watch?v=CcCm7EX1EZE&t=11s>  
 PART 2 <https://www.youtube.com/watch?v=pgj1tbGPSgs>

**Members Present:**  
**Mayor:** Andrew Lennox  
**Councillors:** Sherry Burke  
 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  
**Director of Finance:** Jerry Idialu  
**Human Resources Manager:** Amy Tollefson  
**Manager Community & Economic Development:** Dale Small  
**Senior Project Manager:** Tammy Stevenson  
**Manager of Transportation Services:** Dale Clark  
**Manager of Development Planning:** Curtis Marshall  
**Senior Planner:** Jessica Rahim

#### CALLING TO ORDER

Mayor Lennox called the meeting to order.

#### ADOPTION OF THE AGENDA

RESOLUTION: 2023-424

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT the Agenda for the November 20, 2023 Regular Meeting of Council be accepted and passed.

CARRIED

#### DISCLOSURE OF PECUNIARY INTEREST

Councillor Burke declared an indirect pecuniary interest with the following:

Under the heading of Items for Consideration, 2. Planning:

- b. Planning Report prepared by Jessica Rahim, Senior Planner, County of Wellington, dated November 15th, 2023, regarding Marlanna Homes Inc., 504-522 Newfoundland Street, Township of Wellington North (Mount Forest), Part Lot Control Exemption Application (ZBA21/23)
- e. Report DC 2023-032, Consent Application B82-23 Joseph Robert

And under the heading By-laws:

- e. By-law Number 108-2023 being a by-law to exempt lands from Part Lot Control, Marlana Homes Inc.

as her employer prepared appendices for these items.

### **CLOSED MEETING SESSION**

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

- (a) the security of the property of the municipality or local board;
- (b) personal matters about an identifiable individual, including municipal or local board employees;
- (c) a proposed or pending acquisition or disposition of land by the municipality or local board;

RESOLUTION: 2023-425

Moved: Councillor Renken

Seconded: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North go into a meeting at 6:02 p.m. that is closed to the public under subsection 239 (2) of the Municipal Act, 2001, specifically:

- (a) the security of the property of the municipality or local board;
- (b) personal matters about an identifiable individual, including municipal or local board employees;
- (c) a proposed or pending acquisition or disposition of land by the municipality or local board;

CARRIED

### 1. REPORTS

- EDO 2023-023 Wellington North Growth Management Update
- EDO 2023-024 244 Isabella Street Update
- CBO 2023-014 Facility Review

### 2. REVIEW OF CLOSED SESSION MINUTES

- November 6, 2023

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

RESOLUTION: 2023-426

Moved: Councillor Renken

Seconded: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North rise from a closed meeting session at 7:01 p.m.

CARRIED

RESOLUTION: 2023-427

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North receive Report EDO 2023-023 Wellington North Growth Management Update;

AND FURTHER THAT Council approve the confidential direction to staff.

CARRIED

RESOLUTION: 2023-428

Moved: Councillor Renken

Seconded: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North receive Report EDO 2023-024 244 Isabella Street Update;

AND FURTHER THAT Council approve the confidential direction to staff.

CARRIED

RESOLUTION: 2023-429

Moved: Councillor Burke

Seconded: Councillor Hern

THAT the Council of the Corporation of the Township of Wellington North receive Report CBO 2023-014 Facility Review;

AND FURTHER THAT Council approve the confidential direction to staff.

CARRIED

RESOLUTION: 2023-430

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North approve the Closed Meeting Minutes of the November 6, 2023 Council Meeting.

CARRIED

## **O'CANADA**

### **COUNTY COUNCIL UPDATE**

Stephen O'Neill, Ward 4 County Councillor

County Councillor O'Neill provided updates on the following:

- County of Wellington Budget - between 2009 and 2022 the County's tax rate rose an average of 2.4%. In 2023 it was 3.8%. The 2024 budget is currently at 5.3%, with work to be done on it. Increased inflation, construction costs, materials, fuel, and insurance are putting pressure on the County's budget, and everyone else's.
- New ambulance facilities are being planned throughout the County. Mount Forest is outside the County's ten-year plan and is scheduled for 2035/2036. Arthur is scheduled for 2031/2032 and is currently sitting at about \$7 million. Ambulance service for the County is administered by the City of Guelph.

- The first of four bridge replacements on Wellington Road 109 east of Arthur is scheduled to begin construction next year. The plan has one bridge being completed each year through 2027.
- The County would like residents to conduct an internet speed test survey at [wellington.ca/internet](http://wellington.ca/internet). It's important for rural residents and businesses so no County areas are missed. High speed internet is planned to be available to everyone in the County by the end of 2025, including all addresses on sideroads, not just the main roads. Contractors are now installing fibre throughout the County, and Province.
- In October Ridewell had 915 rides, the most in a single month since inception in October 2019. The current contract with service provider, RideCo, expires at the end of this year. Negotiations are being held for a new agreement which will utilize GOST Bus integration and Uber to fill some service gaps. A survey is being launched in late November to assess the user base, get comments and to gauge community awareness of the service. Most of the rides originate or end in Centre Wellington and the City of Guelph.
- In the first two and a half years of the green bin program 6,800 tons of organic material were diverted from the Riverstown Landfill. A pilot project for the industrial, commercial, and institutional businesses, mostly along the Highway 6 corridor in the County and the City of Guelph, has rescued 22 tons of edible food and diverted another 303 tons of organic waste. The project began as a no charge pilot and has evolved as a fee for use to the businesses that use the pick-up service.
- Wellington North's last leaf and yard waste pick up for the year begins November 27<sup>th</sup>.

Councillor McCabe inquired about the cost of the GOST bus to the County. Councillor O'Neill stated that the County doesn't pay for GOST, it runs on it's own. Mayor Lennox commented that the City of Owen Sound operates GOST under the same Provincial funding program that the County runs Ridewell.

Councillor McCabe asked if the cost of rural recycling, garbage and green bin service is available. Councillor O'Neill stated that it isn't broken down between urban and rural. Mayor Lennox added that there is significant savings in the long term to extend the life of the landfill. Provincially the amount of landfill is getting to a crisis point. Councillor O'Neill provided that Provincially it is under the ten-year mark. The County's landfill is good for at least thirty more years. Solid waste costs about \$9 million per year total. That includes operating the landfill, pick up of garbage, recycling, leaf and yard waste, and green bin. By mid-2025 the County expects to transition to recycling costs being covered by the producer.

## **.PRESENTATIONS**

### a. Report TR 2023-010 2024 Operating and Capital Budget

The Director of Finance prepared the 2024 Draft Budget Overview, prepared by staff, and outlined:

- Budget Process
- Budget Guidelines



- Budget Impact Items
- Growth vs. Reassessment

2024 Operating Budget review included:

- Operating Budget Summary Analysis by Segment for General Government, Protection Services, Transportation Services, Health Services, Recreation and Cultural Services, Planning and Development, and Environmental Services.
- Total levy requirement
- Tax levy transfers
- Draft Budget Modeling – 2024 Tax Implication – Base Case
- Reserves/Reserve Funds – Net Transfers (Preliminary)

2024 Capital Budget review included:

- Ministry of Municipal Affairs and Housing Report on Debt and Asset Consumption
- Infrastructure Gap – Asset Management Plan
- Capital Program – 10 Year Capital Forecast
- Draft Capital Program – 2024
- Reserves/Reserve Funds – Q3 2024 Balances

Council requested that the justification sheets be provided and stated that they would like to see an impact below 5%. Direction was given to defer items, such as the Kenilworth parking lot, to reduce the impact.

RESOLUTION: 2023-431

Moved: Councillor Renken

Seconded: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North receive Report TR2023-010 2024 operating and capital budget for information.

AND THAT Council prepare to discuss and provide direction regarding the proposed budget at the special budget council meeting on November 29<sup>th</sup>, 2023.

CARRIED

#### **RECESS TO MOVE INTO MEETINGS UNDER THE PLANNING ACT**

RESOLUTION: 2023-432

Moved: Councillor Hern

Seconded: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North recess the November 20, 2023 Regular Meeting of Council at 7:54 p.m. for the purpose of holding meetings under the Planning Act.

CARRIED

#### **COMMITTEE OF ADJUSTMENT**

- A18/23 5053745 Ontario Inc. (177 Jack's Way)
- A19/23 5053745 Ontario Inc. (181 Jack's Way)

## **RESUME REGULAR MEETING OF COUNCIL**

RESOLUTION: 2023-433

Moved: Councillor Renken

Seconded: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North resume the November 20, 2023 Regular Meeting of Council at 8: 18 p.m.

CARRIED

## **DEPUTATIONS**

1. Daphne Rappard and members of the Green Team
  - Proposed Reconstruction on John Street and Fergus Street North, Mount Forest

Ms. Rappard appeared before Council representing the Green Team, to request that proposed reconstruction plans for John Street and Fergus Street North, Mount Forest, be put on hold until a thorough investigation has been completed regarding alternative methods of construction in order to preserve as many old trees as possible.

2. Victoria McHugh, Citizens Advocating for Rural Roads
  - Condition of the 4<sup>th</sup> Conc N road surface and traffic control

Ms. McHugh appeared before Council representing Citizens Advocating for Rural Roads, regarding the condition of the 4<sup>th</sup> Concession Road North, road surface and traffic control. The group requested that:

- Post the 60 Kmph signs as approved in Council Resolution 2017-103;
- Reduce the speed limit from 3rd Sideroad E. to 7th Sideroad E. on 4th Conc. N.;
- Introduce a four-way stop at the intersection of 3rd Sideroad E and 4th Conc N.;
- Widen the road as Necessary at any location not meeting the Provincial Road Width requirements;
- Pave the 4th Conc N. from Hwy 89 to the 6th Sideroad E. with partial funding provided by the three pit operators.

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

1. Regular Meeting of Council, November 6, 2023
2. Public Meeting, November 6, 2023

RESOLUTION: 2023-434

Moved: Councillor Renken

Seconded: Councillor Hern

THAT the minutes of the Regular Meeting of Council and the Public Meeting held on November 6, 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, 2e, 4a, 4b

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

RESOLUTION: 2023-435

Moved: Councillor McCabe

Seconded: Councillor Renken

THAT all items listed under Items For Consideration on the November 20, 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 Arthur Chamber of Commerce minutes of the Directors Meeting held on October 11, 2023 and the Annual General Meeting held on October 18, 2023.

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Safe Communities Wellington County Leadership Table meeting held on September 20, 2023.

THAT the Council of the Corporation of the Township of Wellington North receive the Planning Report prepared by Jamie Barnes, Junior Planner, and Jessica Rahim, Senior Planner, County of Wellington, dated November 15, 2023, regarding 204 Gordon St., Arthur, Removal of Holding (H) Provision (Seawaves Homes Ltd.)

THAT the Council of the Corporation of the Township of Wellington North receive for information Report DC 2023-031 regarding the Final Approval of the Crombie Property Holdings Limited Amending Site Plan Control Agreement.

THAT the Council of the Corporation of the Township of Wellington North receive the Vendor Cheque Register Report dated November 14, 2023.

THAT the Council of the Corporation of the Township of Wellington North receive for information Report TR2023-011 RLB LLP 2023 Audit Plan Communication.

THAT the Council of the Corporation of the Township of Wellington North receive the Grand River Conservation Authority Correspondence from Karen Armstrong, Deputy CAO and Secretary-Treasurer, dated November 2, 2023, regarding 2024 Grand River Conservation Authority Draft Budget for Consultation, Report number: GM-10-23-80 regarding Budget 2024 – Draft #1, and Report number: GM-10-23-81 regarding Budget 2024 – Draft #1 – Municipal Apportionment.

CARRIED

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

RESOLUTION: 2023-436

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North receive the Planning Report prepared by Curtis Marshall, Manager of Development Planning, dated November 13, 2023, regarding Recommendation Report 440 Wellington St. E., Mount Forest, OP-2023-01 & ZBA10/23, Proposed Stacked Townhouse Development.

CARRIED

RESOLUTION: 2023-437

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North supports the proposed official plan amendment and the Township Clerk notify the County of Wellington of this position;

AND FURTHER THAT Council supports the proposed zoning by-law amendment and the final amending by-law be brought to Council for approval once the County of Wellington has rendered a decision on the Official Plan amendment.

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

CARRIED

Councillor Burke left the Council Chambers as she had previously declared a conflict of interest with the report regarding Marlanna Home Inc. and Consent Application (Severance) B82-23.

RESOLUTION: 2023-438

Moved: Councillor McCabe

Seconded: Councillor Renken

THAT the Council of the Corporation of the Township of Wellington North receive the Planning Report prepared by Jessica Rahim, Senior Planner, County of Wellington, dated November 15<sup>th</sup>, 2023, regarding Marlanna Homes Inc., 504-522 Newfoundland Street, Township of Wellington North (Mount Forest), Part Lot Control Exemption Application (ZBA21/23).

CARRIED

RESOLUTION: 2023-439

Moved: Councillor McCabe

Seconded: Councillor Renken

THAT the Council of the Corporation of the Township of Wellington North receive Report DC 2023-032 being a report on Consent Application (Severance) B82-23 known as Part Lot 6, n/s Durham St. & w/s Main St., Plan Town of Mount Forest.

AND FURTHER THAT the Council of the Township of Wellington North support consent application B82-23 as presented with the following conditions:

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

- THAT the Owner confirms location of the existing water service and sanitary sewer service on private property for 365 Durham Street W to ensure it is entirely within the retained lands;
- THAT the Owner submits a servicing plan prepared by a Professional Engineer of Ontario for Township of Wellington North review and approval;
- THAT the Owner provides a CCTV of the existing sanitary sewer service for 365 Durham Street West from Property Line out to sanitary sewer main on Durham Street. Township staff will review existing service material and condition for approval of reuse. If it is determined that the sanitary sewer service is not suitable for reuse, at the Owner's cost, a new sanitary sewer service will be installed within the municipal right-of-way;
- THAT upon the Township of Wellington North approval of the Servicing Plan and at the Owner's expense, the Owner will arrange through Environmental Services Department to have the servicing and restoration work installed by an approved contractor;

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

CARRIED

Councillor Burke returned to the Council Chambers

RESOLUTION: 2023-440

Moved: Councillor McCabe

Seconded: Councillor Renken

THAT the Council of the Corporation of the Township of Wellington North receive Report OPS 2023-041 being a report on 2023 Fall Traffic Counts.

CARRIED

RESOLUTION: 2023-441

Moved: Councillor McCabe

Seconded: Councillor Renken

THAT the Council of the Corporation of the Township of Wellington North receive Report OPS 2023-042 being a report on Concession Road 4 North;

AND THAT Council direct staff to continue to monitor traffic by completing additional traffic counts in 2024 and future years and present results in a future staff report.

CARRIED

### **NOTICE OF MOTION**

No notice of motion tabled.

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

Councillor Burke (Ward 2):

- Flocking Christmas Home Tour on Saturday, November 25th with proceeds going towards the new Mount Forest Pool

Councillor Hern (Ward 3):

- Arthur BIA AGM will be held on December 13th

Councillor McCabe (Ward 4):

- Arthur Opti-Mrs. Santa Claus Parade will be held on Saturday, November 25th
- Mount Forest Lions Santa Claus Parade will be held on Friday, December 1st

#### **BY-LAWS**

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

RESOLUTION: 2023-442

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT By-law Number 089-2023 be read a Third time and enacted.

CARRIED

- b. By-law Number 105-2023 being a by-law to establish the fees and charges for water and sewer services provided by the municipality and to repeal By-law 138-2022
- c. By-law Number 106-2023 being a Procedure By-law for governing the calling, place and proceedings of meetings of Council, Committees and Local Boards and to repeal By-law No. 111-2021
- d. By-law Number 107-2023 being a by-law to establish 2025 fees and charges for recreation services provided the municipality and to repeal By-law 129-2022 effective January 1, 2025
- e. By-law Number 108-2023 being a by-law to exempt lands from Part Lot Control, Marlana Homes Inc.
- f. By-law Number 109-2023 being a by-law to amend Zoning By-law Number 66-01 being the Zoning By-law for the Township of Wellington North (Seawaves Homes Inc.)

RESOLUTION: 2023-443

Moved: Councillor Hern

Seconded: Councillor Burke

THAT By-law Number 105-2023, 106-2023, 107-2023, and 109-2023 be read a First, Second and Third time and enacted.

CARRIED

Councillor Burke refrained from voting on enactment of By-law 108-2023 as she had previously declared a conflict of interest.

RESOLUTION: 2023-444

Moved: Councillor McCabe

Seconded: Councillor Renken

THAT By-law Number 108-2023 be read a First, Second and Third time and enacted.

CARRIED

## CULTURAL MOMENT

- Celebrating Curling

Curling is a sport which may date back to the 1500's. Two curling stones with the dates 1511 and 1551 were located in Dunblane, Scotland when an old pond was drained. The first written reference to a contest using stones on ice is from Paisley Abbey, Renfrewshire in Feb 1541. The name curling comes from the Scots verb curl, describing the motion of the stone.

The Kilsyth Curling Club in Scotland claims to be the first formally constituted club in 1716. Still in existence today, it also claims the oldest purpose-built curling pond in the world at Colzium. The International Olympic Committee recognizes the Royal Caledonian Curling Club (1838) as developing the first official rules for the sport and Curling became an official Olympic Sport at the 1998 Nagano Olympics.

In the early years, the curling stones or rocks were simply flat-bottomed stones from rivers or fields. There were no handles, and brushes weren't used. Some had holes for a finger and thumb, much like 10-pin bowling and winning depended more on luck than skill to maneuver the rocks. Frozen rivers were used prior to groomed ice.

Curling has been in Mount Forest since 1880. The first curling club was the Ellis Rink on Elgin St., and it had natural ice. Over the years there have been several other venues however the current one is located at 144 Egremont St. and has been there since 1965. Constructed by H. Bye Construction for a cost of \$60,000, it has an innovative suspended ice surface. Mount Forest tombstone maker John Nicol created the plaque from Barre Vermont granite for the entranceway. This past year the club was successful in obtaining a \$146,000 trillium grant and have installed a new ice making system.

Curling in Arthur first began about 1910 on a private rink on Frederick Street near the present site of the home of Maurice Douglass. Curlers used wooden rocks as opposed to present-day granite rocks. In about 1937 curling was done on ice made beside the hockey surface on natural ice. Each player owned his own stones which were all the same weight although the styles and shapes differed. Construction of the new building began in October 1976. Since 1978, the Arthur Curling Club has been located on the corner of Domville Street and Tucker Street and like Mount Forest, the club is operated by a group of volunteers.

Submitted by Councillor Penny Renken, Wellington North Cultural Roundtable

## CONFIRMING BY-LAW

RESOLUTION: 2023-445

Moved: Councillor Burke

Seconded: Councillor Hern

THAT By-law Number 110-23 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 November 20, 2023 be read a First, Second and Third time and enacted.

CARRIED

**ADJOURNMENT**

RESOLUTION: 2023-446

Moved: Councillor McCabe

Seconded: Councillor Renken

THAT the Regular Council meeting of November 20, 2023 be adjourned at 9:34 p.m.

CARRIED

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**MAYOR**

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**CLERK**



**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH  
MINUTES OF SPECIAL COUNCIL MEETING – NOVEMBER 29, 2023 AT 2:00 P.M.  
MUNICIPAL OFFICE COUNCIL CHAMBERS, KENILWORTH  
HYBRID MEETING - IN PERSON AND VIA WEB CONFERENCING  
<https://www.youtube.com/watch?v=w6N9ceEWQLM>**

**Members Present:**                      **Mayor: Andrew Lennox**  
**Councillors: Lisa Hern (via Zoom)**  
**Steve McCabe**  
**Penny Renken**

**Members Absent:**                      **Councillor: Sherry Burke**

**Staff Present:**

<b>Chief Administrative Officer:</b>	<b>Brooke Lambert</b>
<b>Director of Legislative Services/Clerk:</b>	<b>Karren Wallace</b>
<b>Deputy Clerk:</b>	<b>Catherine Conrad</b>
<b>Chief Building Official:</b>	<b>Darren Jones</b>
<b>Director of Finance:</b>	<b>Jerry Idialu</b>
<b>Deputy Treasurer:</b>	<b>Laura Rooney</b>
<b>Deputy Treasurer:</b>	<b>Mary Jo Marshall</b>
<b>Human Resources Manager:</b>	<b>Amy Tollefson</b>
<b>Manager Community &amp; Economic Development:</b>	<b>Dale Small</b>
<b>Manager of Transportation Services:</b>	<b>Dale Clark</b>
<b>Senior Project Manager:</b>	<b>Tammy Stevenson</b>
<b>Recreation Services Manager:</b>	<b>Tom Bowden</b>
<b>Director of Fire Services:</b>	<b>Chris Harrow</b>

#### **CALLING TO ORDER**

Mayor Lennox called the meeting to order.

#### **ADOPTION OF THE AGENDA**

RESOLUTION: 2023-447

Moved:            Councillor McCabe

Seconded:       Councillor Renken

THAT the Agenda for the November 29, 2023 Special Meeting of Council be accepted and passed.

CARRIED

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

No pecuniary interest disclosed.

#### **O'CANADA**

#### **PRESENTATIONS**

1. Report TR 2023-012, 2024 Operating and Capital Budget
  - a) Presentation
  - b) Capital Justification Budget Sheets

The Director of Finance prepared the revised 2024 Draft Budget Overview, prepared by staff, and recapped:

- Budget Process
- Budget Guidelines
- Budget Impact Items
- Growth vs. Reassessment

2024 Operating Budget review included:

- Operating Budget Summary Analysis by Segment for General Government, Protection Services, Transportation Services, Health Services, Recreation and Cultural Services, Planning and Development, and Environmental Services.
- Total levy requirement
- Tax levy transfers
- Draft Budget Modeling – 2024 Tax Implication – Base Case
- Reserves/Reserve Funds – Net Transfers (Preliminary)
- 2024 Tax Implication – Base Case

2024 Capital Budget review included:

- Ministry of Municipal Affairs and Housing Report on Debt and Asset Consumption
- Infrastructure Gap – Asset Management Plan
- Capital Program – 10 Year Capital Forecast
- Draft Capital Program – 2024
- Reserves/Reserve Funds – Q3 2024 Balances

The Operating Budget 2024 assumes the status quo for service level, meaning the township will continue to provide the same level of service it budgeted the previous year (2023) unless otherwise proposed and documented.

Corporate wide cost pressures include:

- Wages/Salary: budgeted increases (varies by department)
- Health Benefits: Increase of 9.2% (Mosey & Mosey Guidance)
- Municipal Insurance renewal – 9% increase (Coburn Guidance)
- Utilities: Hydro increase of 2% (WNP Guidance)

Initial Capital listing compiled for 2024 contained projects totaling \$28,432,185; however, initial deliberations had identified ~\$5.2M in projects that could be deferred.

RESOLUTION: 2023-448

Moved: Councillor McCabe

Seconded: Councillor Renken

THAT the Council of the Corporation of the Township of Wellington North receive Report TR2023-012, pertaining to the 2024 operating and capital budget for information.

AND THAT Council approves the draft budget as presented with a levy increase of 4.94%.

CARRIED

**CONFIRMING BY-LAW**

RESOLUTION: 2023-449

Moved: Councillor Hern

Seconded: Councillor Renken

THAT By-law Number 111-23 being a By-law to Confirm the Proceedings of the Council of the Corporation of the Township of Wellington North at its Special Meeting held on November 29, 2023 be read a First, Second and Third time and enacted.

CARRIED

**ADJOURNMENT**

RESOLUTION: 2023-450

Moved: Councillor McCabe

Seconded: Councillor Renken

THAT the Special Council meeting of November 29, 2023 be adjourned at 3:06 p.m.

CARRIED

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**MAYOR**

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**CLERK**



# Membership Minutes

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## Membership Meeting #9-2023

September 20, 2023

**Members Present:** Alison Lobb, Ed McGugan, Alvin McLellan, Matt Duncan,  
Anita van Hittersum, Sharen Zinn, Megan Gibson, Ed Podniewicz

**Members Absent:** Andrew Fournier, Evan Hickey

**Staff Present:** Phil Beard, General Manager-Secretary-Treasurer  
Jayne Thompson, Communications-IT-GIS Coordinator  
Donna Clarkson, DWSP Co Supervisor

**Others Present:** Cory Bilyea, Wingham Advance Times

### 1. Call to Order

Chair Duncan welcomed everyone and called the meeting to order at 7:00pm and reviewed the meeting objectives.

### 2. Declaration of Pecuniary Interest

There were no pecuniary interests at this time.

### 3. Minutes

The minutes from the Maitland Valley Conservation Authority (MVCA) General Membership Meeting #7-2023 held on June 21, 2023 and Meeting #8-2023 held on July 19, 2023.

#### **Motion FA #63-23**

**Moved by: Megan Gibson**

**Seconded by: Alvin McLellan**

THAT the minutes from the General Membership Meeting #7-2023 held on June 21, 2023 and Meeting #8-2023 held on July 19, 2023 be approved as amended.  
(carried)

**4. Presentation: 2023 Work Plan Highlights: June to September-Jayne Thompson, Communication-IT-GIS Coordinator**

Jayne Thompson presented to the members the highlights from June to September 2023 work plan.

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

- a) MOU for Programs and Services: Municipality of Wellington North: Report #41-2023

Report #41-2023 was presented to the members and the following motion was made:

**Motion FA #64-23**

**Moved by: Alison Lobb**

**Seconded by: Ed McGugan**

THAT MVCA submit a request for an extension to the Ministry of Natural Resources and Forestry in order to finalize the approval of an agreement with the Municipality of Wellington North and further that MVCA requests that MNRF to approve the extension until December 31, 2023.

(carried)

- b) Healthy Watersheds, People & Wildlife Meeting Tour: Report #42-2023

Report #42-23 was presented to the members for their information.

- c) Government Relations Focus 2023: Report #43-2023

Report #43-23 was presented to the members and the following motion was made:

**Motion FA #65-23**

**Moved by: Alison Lobb**

**Seconded by: Sharen Zinn**

THAT option two and three as outlined in Report #43-23 be adopted.

(carried)

## 6. Chair and Members Report:

Alvin McLellan asked if MVCA should be recognizing John Grace in any way and the members were informed that memorial trees will be planted in memory of both John Grace and Myles Murdock at the George Taylor Conservation Area.

## 7. Consent Agenda:

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

- a) Agreements Signed: Report #44-2023
- b) 2023 Budget and Work Plan Update: Report #45a & 45b-2023
- c) Revenue/Expenditure Report June-August: Report #46-2023
- d) Correspondence for Information: Ltr. From Monica and Barry Page
- e) John Grace Environmental Fund Story-Rural Voice-attached

The following motion was made:

### **Motion FA #66-23**

**Moved by: Alison Lobb**

**Seconded by: Megan Gibson**

THAT Report #44-23 to Report #46-23 along with their respective recommended motions as outlined in the Consent Agenda be approved.  
(carried)

The correspondence was presented to the members for their information

## 8. Adjournment:

### **Motion FA #67-23**

**Moved by: Megan Gibson**

**Seconded by: Ed Podniewicz**

THAT the Members Meeting be adjourned at 7:55pm.



Matt Duncan  
Chair



Phil Beard  
General Manager / Secretary-Treasurer



# Membership Minutes

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## Membership Meeting #10-2023

October 18, 2023

**Members Present:** Alison Lobb, Ed McGugan, Alvin McLellan, Matt Duncan, Evan Hickey, Anita van Hittersum, Sharen Zinn, Megan Gibson, Ed Podniewicz, Andrew Fournier

**Staff Present:** Phil Beard, General Manager-Secretary-Treasurer  
Jayne Thompson, Communications-IT-GIS Coordinator  
Steward Lockie, Conservation Areas Coordinator  
Danielle Livingston, Financial Services Coordinator  
Patrick Huber-Kidby, Environmental Planner/Regulations Officer  
Jeff Winzenried, Water Resources Technician  
Shannon Millar, Shoreline Technician  
Ben Van Dieten, Stewardship Projects Lead  
Donna Clarkson, DWSP Co Supervisor

**Others Present:** Cory Bilyea, Wingham Advance Times

### 1. Call to Order

Chair Duncan welcomed everyone and called the meeting to order at 7:00 pm and reviewed the meeting objectives.

### 2. Declaration of Pecuniary Interest

There were no pecuniary interests at this time.

### 3. Minutes

The minutes from the Maitland Valley Conservation Authority (MVCA) General Membership Meeting #9-2023 held on September 20, 2023.

**Motion FA #68-23****Moved by: Alison Lobb****Seconded by: Megan Gibson**

THAT the minutes from the General Membership Meeting #9-2023 on September 20, 2023 be approved.

(carried)

**4. Presentation: Cover Crops-Ben Van Dieten, Agricultural Services Supervisor**

Ben Van Dieten made a presentation on cover crops to the members. The Members thanked Ben for his informative presentation. Ben offered to take the Members on a tour next year to look at some farms that are using cover crops.

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

- a) MOU for Programs and Services: Municip. of Wellington North: Report #47-2023

Report #47-2023 was presented to the members and the following motion was made:

**Motion FA #69-23****Moved by: Megan Gibson****Seconded by: Alvin McLellan**

That Report #47-2023 is received for information.

(carried)

- b) MECP Support for Healthy Lake Huron: Report: Report #48-2023

Report #48-23 was presented to the members for their information and direction.

**Motion FA #70-23****Moved by: Alison Lobb****Seconded by: Ed McGugan**

THAT Chair Duncan, contact Lisa Thompson to ask her to organize a meeting and tour with the Minister of Environment Conservation and Parks.

(carried)



## 6. Business Requiring Decision and or Direction:

- a) 2024-2026 Work Plan: Report#49a-2023

Report #49a-23 was presented to the members and the following motion was made:

### **Motion FA #71-23**

**Moved by: Alison Lobb**

**Seconded by: Megan Gibson**

THAT the three-year work plan outlined in Report #49a-2022 be approved for planning purposes as well as a guide to the development of the 2024 work plan.  
(carried)

- b) 2024-2026 Budget Forecast: Report #49b-2023

Report #49b-23 was presented and the following motion was made:

### **Motion FA #72-23**

**Moved by: Megan Gibson**

**Seconded by: Andrew Fournier**

THAT the 2024-2026 financial forecast, be accepted as presented for planning purposes;  
AND THAT staff are to bring back a cost apportionment table that incorporates the full short fall for the operating forecast and a \$150,000 increase to the November 15, 2023 members meeting.  
(carried)

- c) Approval of the Shoreline Hazard Mapping: Report #50-2023

Report #50-23 was presented and the following motion was made:

### **Motion FA #73-23**

**Moved by: Alison Lobb**

**Seconded by: Anita van Hittersum**

THAT the Members adopt the updated Shoreline Hazard Mapping provided by Zuzek Inc. for the purposes of Planning & Regulations, and to fulfill the mandate to 'prepare for the impacts of a changing climate' under the Provincial Policy Statement.  
(carried)

d) Proposed Air Quality Improvement Project-Admin. Centre: Report #51-2023

Report #51-23 was presented and the following motion was made:

**Motion FA #74-23**

**Moved by: Alison Lobb**

**Seconded by: Anita van Hittersum**

THAT the Members approve the quote of \$ 15,328.00 (plus HST) submitted by Bostech Mechanical for HVAC updates;

AND THAT Members approve the quote of \$4,500.00 (plus HST) submitted by Grubb and Gutscher (Basement Boss) to complete phase 1 for radon mitigation services.

(carried)

e) Proposed Amendment to Purchasing Policy: Report #52-2023

Report #52-23 was presented to the members for their consideration.

**Motion #75-23**

**Moved by: Alison Lobb**

**Seconded by: Ed McGugan**

THAT the Purchasing Policy be amended as follows: that if the funding agency does not require MVCA's signing officers to sign an agreement for project funding and the project is \$50,000 or less, then the GM ST or appropriate Coordinator or Supervisor may sign the agreement on behalf of MVCA.

(carried)

**7. Chair and Members Updates:**

Megan Gibson reported that there will be a grand opening for Howick's new trail system at the Gorrie Conservation Area on October 29, 2023 at 1pm.

**8. Consent Agenda:**

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

- a) Revenue/Expenditure Report September: Report #53-2023
- b) Conservation Ontario Council Meeting Summary: Report #54-2023
- c) Agreements Signed: Report #55-2023

The following motion was made:

**Motion FA #76-23**

**Moved by: Megan Gibson**

**Seconded by: Alvin McLellan**

THAT Report #53-23 through Report #55-23 along with their respective motions as outlined in the Consent Agenda be approved.  
(carried)

**9. Adjournment: Next meeting: November 15, 2023, at 7:00 pm.**

**Motion FA #77-23**

**Moved by: Megan Gibson**

**Seconded by: Alison Lobb**

THAT the Members Meeting be adjourned at 8:55 pm.



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Matt Duncan  
Chair

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Phil Beard  
General Manager / Secretary-Treasurer



## Corporation of the County of Wellington

### Accessibility Advisory Committee

#### Minutes

May 4, 2023

Wellington County Museum and Archives

Nicholas Keith Room

Present:	Chair Matthew Bulmer Warden Andy Lennox Councillor James Seeley Robin Fletcher Bethany Parkinson Heather Small Irene Van Eenoo Lorri Wright
Regrets:	Giverny Charlebois Gerald Townsend
Staff:	Nicole Cardow, Deputy Clerk Imran Esmail, Information Management Coordinator Eleanor Ceceri, Information Management Summer Student Brendan Ridgeway, Manager of Human Resources – Employment Services Karren Wallace, Clerk, Township of Wellington North Lisa Madden, Communications and Committee Coordinator, Township of Puslinch Devlin Schellenberger, Legislative Coordinator, Township of Centre Wellington Quinn Foerter, Deputy Clerk, Coordinator Legislative and Human Resources, Town of Minto Tim Swartzentruber, Deputy Chief Building Official

#### 1. Call to Order

At 1:30pm, the Chair called the meeting to order.

**2. Declaration of Pecuniary Interest**

There were no declarations of pecuniary interest.

**3. Introductions**

The committee did a round table introduction of everyone present.

**4. Confirmation of Minutes**

1/2/23

**Moved By:** Robin Fletcher

**Seconded By:** Bethany Parkinson

That the Minutes from the February 2, 2023 Accessibility Advisory Committee meeting be approved.

**Carried**

**5. Terms of Reference**

Brendan Ridgeway, Manager of Human Resources - Employee Services outlined the updates to the Terms of Reference. Highlights of the updates include section 5.0 Duties, 6.0 Membership, 8.0 Reporting of Barriers, 10.1 Advisory Staff (new section)

**6. Goals and Objectives**

The Committee had a discussion on goals and objectives that the committee would like to focus on moving forward. The committee considered a survey to be sent electronically, to outline what is most important to its members, and the big picture over the next four years.

**7. Accessibility Fund Incentive Programme**

Brendan Ridgeway, Manager of Human Resources - Employment Services spoke to the committee regarding Accessibility Fund Incentive Programme. \$10,000 is available annually to County of Wellington Municipalities for upgrades to their facilities or parks to improve accessibility. Municipalities may apply to receive three years' worth of funds at a time. Municipalities eligible currently for funds are the Township of Guelph/Eramosa, Township of Centre Wellington, Town of Minto and Township of Wellington North.

**8. Screen Reader Demo**

Chair Matthew Bulmer gave a demonstration to the Committee to show how someone with blindness would open an email, access the County of Wellington website, or read a news item online. Chair Bulmer demonstrated the difference between a PDF document and a Text Document. Chair Bulmer noted that "Read Outloud" options on various news websites allow for a better experience and noted that alternative forms available for larger documents would be beneficial to the County of Wellington's website. It was additionally recommended that Excel Spreadsheets are much easier to read than a table for the blind accessing the County's website.

**9. Adjournment**

At 3:22 pm, the Chair adjourned the meeting until September 7, 2023 or at the call of the Chair.

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Chair Matthew Bulmer  
Accessibility Advisory Committee



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

**WELLINGTON NORTH CULTURAL ROUNDTABLE COMMITTEE MINUTES  
WEDNESDAY NOVEMBER 29TH, 2023 ARTHUR COMMUNITY CENTRE**

**Members Present:** Chair Bonny McDougall, Doris Cassan, Faye Craig,  
Linda Hruska, Tim McIntosh, Gerald Townsend  
Councillor Penny Renken.

**Members Absent:** Cliff Boicey, Sue Doherty, June Turner,

**Staff & Guests:** Mathilda O'Donnell Crystal Seifried Dale Small

Lunch started at 11:30, prior to the start of the meeting

**REVIEW AND APPROVAL OF THE AGENDA**

Meeting was called to order at 12:01pm by Chair Bonny. Moved by Faye and seconded by Doris that the agenda for the November 29<sup>th</sup> meeting be approved as circulated. **CARRIED**

**BUSINESS ARISING FROM THE MINUTES**

EDO Dale apologized for the lack of minutes from the previous meeting. The committee then went around the table and introduced themselves to our Guest who had been invited by Tim McIntosh. Tim introduced Mathilda O'Donnell and her daughter Eleanor. Mathilda is an Arthur resident having moved from Germany five years ago. The Cultural Roundtable welcomed Mathilda and Eleanor.

**2024 Cultural Roundtable Workplan & Budget Items** EDO Dale reviewed the cultural roundtable, 2024 workplan.

WORKPLAN ITEM	EXPENSE
<p>1) <b>W.N. Farmers Market:</b> 2024 will be our 11<sup>th</sup> season. Consistent with previous years, expense is mostly offset by revenues generated from vendor fees, grants, and the sale of Market Boxes. EDO Dale and a Summer Student has been the Market Manager for the past two years and this will continue in 2024. Entertainment once a month will expand to twice a month in 2024. Our intent should be to work towards establishing a market in Arthur. Please thank and support our 2023 vendors every chance you are able to do so.</p> <ol style="list-style-type: none"> <li><b>Big John's Country Market</b> 9324 Highway 6, Kenilworth.</li> <li><b>Brenda's Embroidery</b>, 084104 Southgate Road 4, Mount Forest. <a href="mailto:gb5dmartin@gmail.com">gb5dmartin@gmail.com</a></li> <li><b>Chicken Thika Farm</b> 7687 Sideroad 2 East, Kenilworth. <a href="mailto:chickenthikafarm@gmail.com">chickenthikafarm@gmail.com</a></li> <li><b>Couture Candles</b>, 373 Main Street South, Mount Forest. <a href="mailto:chloenapadek@gmail.com">chloenapadek@gmail.com</a></li> <li><b>Farewell HomeBaking</b>, Anna Brubacher 9191 Conc. 11, Mount Forest.</li> <li><b>Farm Bees</b> Dave Watson, R.R. # 1 Durham, Ontario. <a href="mailto:dwfarmbees@gmail.com">dwfarmbees@gmail.com</a></li> <li><b>Full Circle Farm</b>, Edwin &amp; Lena Martin 6383 10th Line, Harriston.</li> <li><b>Good Vibrations</b> 7615 Jones Baseline, Arthur. <a href="mailto:info@helenmurray.ca">info@helenmurray.ca</a></li> <li><b>Lots of Dots</b>, Helen Craigie 221 Durham Str. E., Mount Forest <a href="mailto:craigiehelen55@gmail.com">craigiehelen55@gmail.com</a></li> </ol>	<p>\$ 6,000</p>

<p>10. <b>Louise Marshall Hospital Auxiliary</b>, C/O Penny Renken <a href="mailto:hprenken@wightman.ca">hprenken@wightman.ca</a>  11. <b>Mount Forest Aquatics Committee</b>, C/O Sherry Burke <a href="mailto:sburke@wellington-north.ca">sburke@wellington-north.ca</a>  12. <b>Reroot Farm</b> 5642 11th Line, Harriston, Ontario <a href="mailto:info@reroot.ca">info@reroot.ca</a>  13. <b>Tim Koech Freeze Dried Foods</b> 102635 Roud 49, Mount Forest <a href="mailto:tkoech@gmail.com">tkoech@gmail.com</a>  <i>A good discussion took place and lots of support was given to the suggestion of establishing a Farmers Market in Arthur. To be discussed further at the next meeting.</i></p>		
<p><b>2) Cultural Funding &amp; Grants Program:</b> Two applications were approved in 2023:</p> <ul style="list-style-type: none"> <li>• \$ 500 to the Arthur Barn Quilt Trail Project</li> <li>• \$1,000 to the Mount Forest Fireworks Festival</li> </ul> <p>The Cultural Roundtable also advocated for \$10,000 in funds for The Lynes Blacksmith Shop which was granted out of the BR+E Implementation Fund.  <i>Cultural Roundtable agreement that this program, which has been in place for many years should continue.</i></p>		\$ 2,000
<p><b>3) Cultural Moments:</b> Since 2012, 140+ Cultural Moments have been shared at W.N. Council Meetings. During 2023, 20 Cultural Moments were shared, the most of any year. A website link was provided to committee members who are encouraged to continue to submit Cultural Moments to EDO Dale.  <i>Cultural Roundtable agreement that this program should continue, and some discussion took place around how to share these more widely.</i></p>		\$ 750
<p><b>4) Simply explore culture and simply explore website &amp; domain renewals:</b> Annual domain renewal and website hosting fees. My recommendation however is that we eliminate this site. No one on the committee has indicated it is worth saving/developing so recommend we eliminate and start over.  <i>Total agreement, this website either needs to be updated or taken down. Will be a 2024 decision.</i></p>		\$ 750
<p><b>5) Wellington North Culture Days:</b> We continue to grow this program and in 2024 Culture Days will launch with the Art Contest and 25<sup>th</sup> anniversary of amalgamation celebration. The Volunteer Celebration &amp; Newcomer welcome is scheduled for Sept 12<sup>th</sup> and along with the Metz Pumpkinfest, Lynes Blacksmith Shop, and our second annual Artisan Showcase we hopefully can encourage other groups to get involved in Culture Days. Funding for the Art Contest is included in the WN council budget.  <i>Lots of discussion and support. At our next meeting we will need to decide on the date and location for the Artisan's Showcase in 2024.</i></p>		\$ 3,000
<p><b>6) Hanover, Minto &amp; Wellington North Cultural Roundtable goals and actions:</b> A number of items came out of our September joint meeting and growing this partnership will be a 2024 goal for the Cultural Roundtable. Opportunities include:</p> <ul style="list-style-type: none"> <li>• Collaborate on Culture Days Profiles/Guide.</li> <li>• Investigation &amp; presentation on Driftscape app,</li> <li>• Collaborate on grant applications.</li> <li>• Develop a “cultural bus tour”.</li> <li>• DEI training (Hanover to host)</li> <li>• Partner on a cultural summit.</li> </ul> <p><i>Roundtable agreed expanding this partnership in 2024 and beyond should be a priority for the WN Cultural Roundtable.</i></p>		\$ 1,000
<b>TOTAL EXPENSE</b>		<b>\$13,500.00</b>



WORKPLAN ITEM	REVENUE
<b>1) W.N. Farmers Market:</b> We will once again apply for the Wellington County grant and this grant revenue, combined with vendor fees and some revenue that is made from the sale of the Market Boxes will enable us to operate a balanced budget for the Farmers Market. Vendor fees are not expected to increase in 2024 with the annual fee staying at \$200.00 for the full season or \$20.00 per day for daily vendors.	\$ 6,000.00
<b>2) Other Revenue:</b> Subject to council approval \$7,500 is included in the Economic Development operating budget to support Cultural Roundtable initiatives. This funding is used to cover the domain renewal, cultural grants program as well as marketing for the farmers market, culture days and other cultural roundtable programs.	\$ 7,500.00
<b>TOTAL REVENUE</b>	<b>\$ 13,500.00</b>

**Cultural Moments.** The goal is to have a Cultural Moment at every council meeting and Chair Bonny encouraged the committee to put a schedule & list of topics together for future cultural moments. Since our last meeting cultural moments have been prepared as follows:

- November 6th Lieutenant Samuel Lewis Honey V.C.
- November 20<sup>th</sup> Curling
- December 11<sup>th</sup> Christmas in Pioneer Canada
- January 15<sup>th</sup> June (Palmer) Diefenbacher

**Wellington North Culture Days :** Good discussion on culture day events including the Artisan Showcase sponsored by the Cultural Roundtable. Agreement that this should continue, and improvements can be made. Suggestions are to provide food, have a wider range of vendors, etc. Doris also updated on the Art Contest being launched to support the 25<sup>th</sup> Anniversary of Amalgamation. This event will take place during Culture Days in 2024 and Doris is working with Tasha on a Art Contest to support the celebrations.

## ROUNDTABLE ANNOUNCEMENTS

- Linda asked about the Diwali event in Mount Forest and was disappointed to hear it had been cancelled. Roundtable agreed these were great events for us to try and support.
- Doris thanked the roundtable, on behalf of Tasha and herself, for the support given to the 25<sup>th</sup> Anniversary Art Contest.
- Crystal highlighted a couple of upcoming items and thanked the roundtable for continuing to invite her. She would like to continue to provide marketing support to the Cultural Roundtable where able.
- Penny updated on activities taking place at Knox Conn as well as the winter solstice taking place at Reroot Organic Farms, one of our Farmers Market vendors.
- Bonny updated on a variety of activities taking place at Metz leading up to Christmas.
- Gerald updated on the Christmas Cantata taking place in Mount Forest on the 17<sup>th</sup> and Arthur on the 18<sup>th</sup>.

## DATE OF NEXT MEETING & ADJOURNMENT

Next meeting will be held on Thursday January 18<sup>th</sup>, 2024, at noon in Kenilworth. Moved by Faye that the Cultural Roundtable Committee meeting be adjourned at 1:15 PM

**CARRIED**



## Saugeen Valley Conservation Authority

### Minutes – Board of Directors Meeting

Date	Thursday October 19, 2023, 1:00 p.m.
Location:	Administration Office, Formosa, ON
Chair:	Barbara Dobreen
Members present:	Paul Allen, Larry Allison, Kevin Eccles, Bud Halpin, Steve McCabe (virtual), Greg McLean, Dave Myette, Mike Niesen, Sue Paterson, Moiken Penner (virtual), Jennifer Prenger, Bill Stewart, Peter Whitten
Members absent:	Tom Hutchinson
Staff present:	Matt Armstrong, Erik Downing, Janice Hagan, Donna Lacey, Laura Molson, Ashley Richards

#### 1. Land Acknowledgement

The Land Acknowledgement was read by Mike Niesen:

*We begin our meeting today by respectfully acknowledging the Anishinaabeg Nation, the Haudensaunee, the Neutral, and the Petun peoples as the traditional keepers of this land. We are committed to moving forward in the spirit of reconciliation with First Nations, Métis, and Inuit peoples.*

The agenda for the Authority was amended to remove the Section 28 Hearing as the proponent has requested an adjournment.

#### 2. Adoption of Agenda

##### Motion #G23-94

Moved by Bill Stewart

Seconded by Sue Paterson

THAT the agenda for the Saugeen Valley Conservation Authority meeting, September 21, 2023, be adopted as amended.

**Carried**

#### 3. Declaration of Pecuniary Interest

There were no declarations of pecuniary interest relative to any item on the agenda.

**4. Adoption of minutes**

**4.1 Authority Special meeting – September 21, 2023**

**Motion #G23-95**

Moved by Bud Halpin

Seconded by Bill Stewart

THAT the minutes of the Saugeen Valley Conservation Authority Special meeting, September 21, 2023, be adopted as presented.

**Carried**

**4.2 Authority meeting – September 21, 2023**

**Motion #G23-96**

Moved by Paul Allen

Seconded by Greg McLean

THAT the minutes of the Saugeen Valley Conservation Authority meeting, September 21, 2023, be adopted as presented.

**Carried**

**5. Reports for information**

**5.1 General Manager's report**

There was no discussion.

**5.2 Program report**

There was no discussion.

**5.3 Approved Committee minutes**

**5.3.1 Executive Committee –September 6, 2023**

There was no discussion.

**5.4 Correspondence**

Correspondence from Nottawasaga Valley Conservation Authority regarding support for the Right to Repair concept, was noted and filed.

**6. Matters arising from the minutes**

**6.1 2024 Draft Budget Update**

The revised 2024 draft Budget was presented with a proposed decrease in the general levy from 9.07% to 7.42%. The budget was approved for circulation to the member municipalities for 30 days.

**Motion #G23-97**

Moved by Bill Stewart

Seconded by Dave Myette

THAT the SVCA Board of Directors endorse the 2024 SVCA draft budget in principle; and further

THAT staff be directed to circulate the draft budget to the Authority’s member municipalities for a 30-day review period and accommodate the provision for a delegation if solicited.

**Carried**

**6.2 SVCA Programs and Services**

Ashley Richards reported that Category 2 packages have been circulated to affected municipalities and correspondence packages are being compiled related to additional structures requiring agreements. Staff have engaged with all fifteen watershed municipalities for discussion regarding Category 3 cost apportioning agreements are in process for endorsement by municipalities. Staff will present a report at the November Board meeting indicating willingness of municipal participation and execution of agreements.

**7. New business**

**7.1 Forest products tender results Fall 2023**

Forestry staff have marked trees for removal in the Township of Proton as part of the SVCA Forest management program. Three areas have been identified for the tree removal and tenders were created with 2 bids received for each one. The Authority directed staff to award the following tenders.

**Motion #G23-98**

Moved by Paul Allen

Seconded by Bill Stewart

THAT SVCA Tender SVCA\_01\_2023, submitted by Moggie Valley of Holland Centre in the amount of \$32,000 be accepted; and further

THAT all remaining tender deposit cheques be returned immediately upon said acceptance.

**Carried**

**Motion #G23-99**

Moved by Larry Allison

Seconded by Sue Paterson

THAT SVCA Tender SVCA\_02\_2023, submitted by Moggie Valley of Holland Centre in the amount of \$8,500 be accepted, and further

THAT all remaining tender deposit cheques be returned immediately upon said acceptance.

**Carried**

**Motion #G23-100**

Moved by Bill Stewart

Seconded by Peter Whitten

THAT SVCA Tender SVCA\_03\_2023, submitted by Moggie Valley of Holland Centre in the amount of \$8,000 be accepted; and further

THAT all remaining tender deposit cheques be returned immediately upon said acceptance.

**Carried**

## 7.2 Violation Approach report

Staff recommend process improvements to management of violations. The Directors discussed the staff report and noted concerns regarding the Section 28 Hearing appeal process. Staff were directed to implement the proposed violation approach and to return to the next meeting with a refined process for consideration around applicant’s recourse in the event of a dispute.

### **Motion #G23-101**

Moved by Greg McLean

Seconded by Bill Stewart

THAT Environmental Planning and Regulations (EPR) staff manage violation files in accordance with the proposed compliance approval process.

### **Amendment:**

Moved by Jennifer Prenger

Seconded by Kevin Eccles

THAT Environmental Planning and Regulations (EPR) staff manage violation files in accordance with the proposed compliance approval process in principle; and further

THAT staff will bring back a report to the next meeting with a refined process.

**Carried**

## 7.3 Permits issued for endorsement

### **Motion #G23-102**

Moved by Larry Allison

Seconded by Bill Stewart

THAT the Development, Interference with Wetlands and Alterations to Shorelines and Watercourse applications (#23-180 to 23-262), pursuant to Ontario Regulation 169/06, as approved by staff, be endorsed.

**Carried**

## 8. Adjournment

There being no further business, the meeting adjourned at 2:30 p.m. on the motion of Kevin Eccles and Mike Niesen.

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Barbara Dobreen  
Chair

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Janice Hagan  
Recording Secretary



## Staff Report

**To:** Mayor and Members of Council Meeting of December 11, 2023  
**From:** Tammy Pringle, Development Clerk  
**Subject:** DC 2023-033, Consent Application B90-23 Alette Holsteins Ltd.

### RECOMMENDATION

**THAT** Council of the Township of Wellington North receive DC Report 2023-033 being a report on Consent Application (Severance) B90-23 known as Part Lot 6, Concession 5 in the former Township of Arthur.

**AND FURTHER THAT** the Council of the Township of Wellington North support consent application B90-23 as presented with the following conditions:

- **THAT** the Owner satisfy all the requirements of the local municipality, financial and otherwise (included but not limited to Taxes paid in Full; a Fee of \$130.00 for Township Clearance Letter of conditions — or whatever fee is applicable at the time of clearance under the municipal Fees and Charges by-law) which the Township of Wellington North may deem to be necessary at the time of issuance of the Certificate of Consent for the proper and orderly development of the subject lands;
- **THAT** the Owner satisfy the requirements of the Township of Wellington North in reference to parkland dedication consistent with By-Law 011-22;
- **THAT** the Owner enter into an agreement apportioning any future maintenance costs on any municipal drain impacted by the application, and the owner shall provide a \$500.00 deposit to cover the cost of the re-apportionment if it is determined there are municipal drains impacted by the application and a \$250.00 fee for the Drainage Superintendent's review of the application to determine status of any drain;
- **THAT** daylight triangles as described in the Municipal Servicing Standards of corner lots that are adjacent to municipal roads be deeded to the Township;
- **THAT** the severed lands be rezoned to restrict residential development to the satisfaction of the local municipality and the County of Wellington Planning and Development Department.

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

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

N/A

### BACKGROUND

The subject property is located in the north east quadrant of the Township and is geographically known as 7572 Sideroad 3 East, in the former Arthur Township.

Proposed severance is 37.13 hectares with 473.82m frontage, existing and proposed agricultural use.

Retained parcel is 4.16 hectares with 205.9m frontage, existing and proposed rural residential use with existing dwelling.

### FINANCIAL CONSIDERATIONS

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

### ATTACHMENTS

- APPENDIX A:
  - Severance Sketch No. 23-9835 prepared by Greg Ford at Wilson-Ford Surveying & Engineering, dated November 7, 2023.
- APPENDIX B:
  - Aerial View of Subject Lands
- APPENDIX C:
  - Planning Report dated December 1, 2023, Jessica Rahim, Senior Planner Planning and Development Department, County of Wellington: Report

### STRATEGIC PLAN 2019 – 2022

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

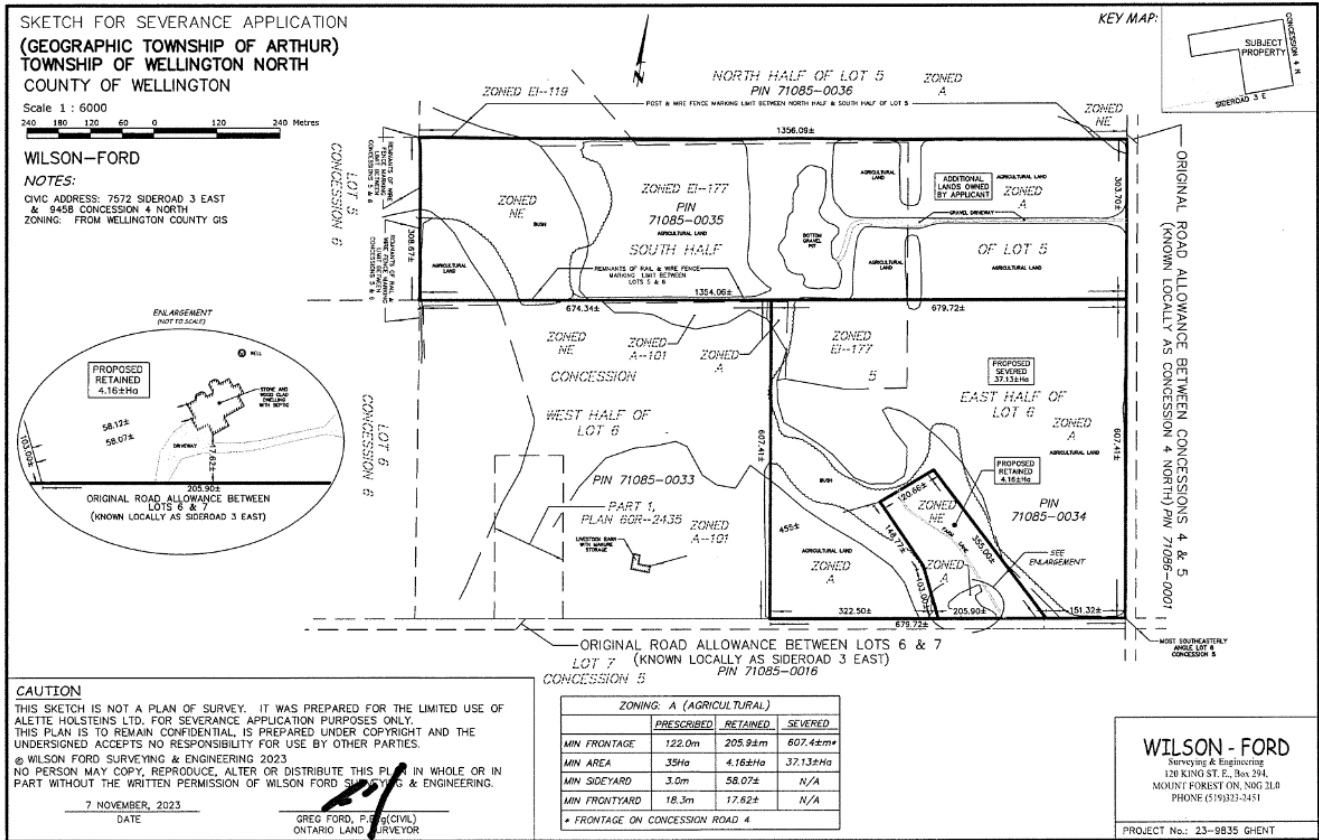
Yes                       No                       N/A

Which priority does this report support?

Modernization and Efficiency       Partnerships  
 Municipal Infrastructure               Alignment and Integration

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

# APPENDIX A – Severance Sketch





APPENDIX B – Aerial View of Subject Lands



## APPENDIX C – Planning Report



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

<b>Application</b>	B90/23
<b>Location</b>	Part Lot 6, Concession 5 TOWNSHIP OF WELLINGTON NORTH (Arthur Township)
<b>Applicant/Owner</b>	Alette Holsteins Ltd.

**PLANNING OPINION:** This application would sever a 37.13 ha (91.8 ac) vacant agricultural parcel for existing and proposed agricultural uses. A 4.16 ha (10.3 ac) rural residential parcel would be retained with an existing dwelling. This application has been submitted under the surplus farm dwelling policies.

This application is consistent with Provincial Policy and would generally conform to the Official Plan.

We have no concerns provided the following matters are addressed as conditions of approval:

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

**PLACES TO GROW:** No issues.

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

- c) a residence surplus to a farming operation...;

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

**WELLINGTON COUNTY OFFICIAL PLAN:** The subject property is designated PRIME AGRICULTURAL, CORE GREENLANDS, GREENLANDS, and MINERAL AGGREGATE AREA (Ghent Pit). The identified environmental features include Hazard Lands regulated by Saugeen Valley Conservation Authority, and Significant Wooded Area. According to Section 10.3.4, a severance may be considered for an existing residence that is surplus to a farming operation as a result of farm consolidation, provided that:

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

The intention of this policy is to allow farmers to reduce their costs of acquiring additional farm parcels, where the impact on existing and future farm operations can be kept to a minimum.”

With respect to the above criteria, we are satisfied that this application conforms to criteria a), b), d) and e). In terms of item c) the proposed retained parcel is larger than needed for residential purposes being 4.16 ha (10.3 ac) in size, however the environmental features were taken into consideration and the proposed severance is not

resulting in rendering the remaining farmlands difficult or inefficient to farm, and item f) can be addressed as a condition of approval.

In terms of the overall farm operation, the applicant has provided a farm information form which includes a list of other farm holdings operated by Alette Holsteins Ltd., which demonstrates that this application would constitute a farm consolidation.

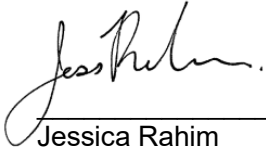
The matters under section 10.1.3 were also considered. Specifically item j) “that natural resources such as agricultural lands and mineral aggregate would not be affected adversely”

**WELL HEAD PROTECTION AREA:** The subject lands are not located within a Well Head Protection Area.

**LOCAL ZONING BY-LAW:** The subject property is currently zoned Agricultural (A), Natural Environment (NE), and Extractive Industrial (EI-177).

The proposed severed and retained parcels meet the minimum lot area and frontage requirements of the Zoning By-law. As part of the surplus farm severance policies a standard condition is recommended to rezone the severed lands to prohibit future residential uses. The EI-177 zone already restricts residential uses and will remain on the portion of the severed lands.

**SITE VISIT INFORMATION:** The subject property was visited and photographed on November 30<sup>th</sup>, 2023. Notice Cards were posted, and the survey sketch appears to meet the application requirements.



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Jessica Rahim  
Senior Planner  
December 1<sup>st</sup>, 2023



## PLANNING REPORT

### for the TOWNSHIP OF WELLINGTON NORTH

Prepared by the County of Wellington Planning and Development Department

**DATE:** December 5<sup>th</sup>, 2023  
**TO:** Darren Jones, CBO  
 Township of Wellington North  
**FROM:** Jessica Rahim, Senior Planner  
 County of Wellington  
**SUBJECT:** **210 Gordon Street, Arthur**  
**Zoning By-law Amendment ZBA20/23**

#### SUMMARY

The purpose of this report is to provide the Township with recommendations regarding the above-noted application to permit the construction of a residential land lease community with 51 single detached dwellings, 12 townhouse units, and accessory uses including outdoor recreational vehicle storage, community gardens, recreation uses, greenhouses, solar panels and a stormwater management pond.

Planning Staff are of the opinion that the zoning by-law amendment to permit land lease community development on the property is consistent with Provincial Policy and conforms with the County of Wellington Official Plan.

Planning Staff have also prepared a draft zoning by-law amendment for Council's consideration. A copy of the draft by-law is attached as Schedule 1 to this report.

#### INTRODUCTION

The property subject to the proposed amendment is described as All of Lots A, 9-11 on Judge Macdonald's Svy, All of Lots 22-33, Lots 35-55, Lots 71-81, and Lots 85-109 on Chadwick and Andersons Svy, Part of Lots 19, 21, 34, 69, 70 and 84 on Chadwick and Anderson Svy, Part of Lot 1, Concession 2 (West Luther), with a civic address of 210 Gordon Street, Arthur. The subject property is approximately 9.18 ha (22.68 ac) in size. The location of the property is shown on Figure 1.

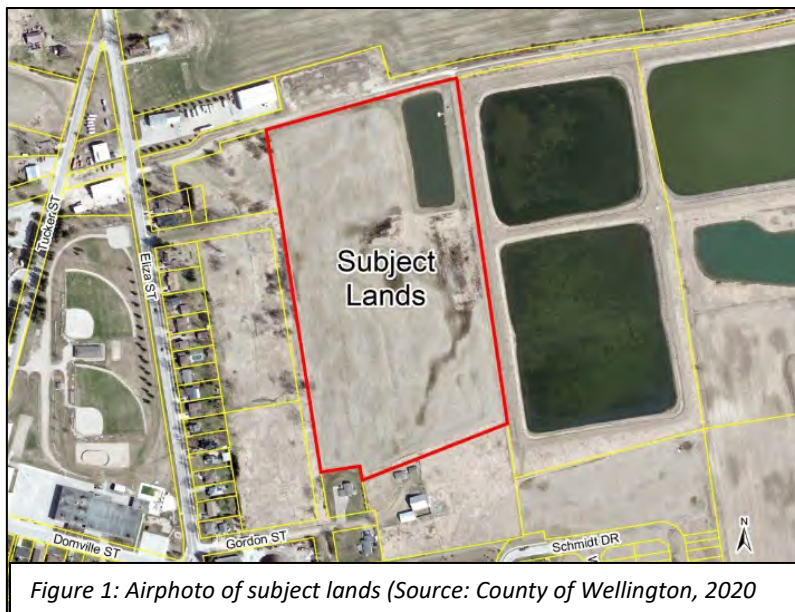


Figure 1: Airphoto of subject lands (Source: County of Wellington, 2020)

## PROPOSAL

The purpose and effect of the proposed Zoning By-law amendment is to rezone the subject lands to facilitate a residential land lease community with 51 single detached dwellings, 12 townhouse units, and accessory uses including outdoor recreational vehicle storage, community gardens, recreation uses, greenhouses, solar panels and a stormwater management pond. See Figure 2.



Figure 2: Site plan submitted by GSP Group, September 2023

## SUPPORTING STUDIES

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

- A Planning Justification Report prepared by GSP Group
- A Traffic Impact Assessment Report prepared by Paradigm Transportation Solutions Limited
- A Functional Servicing and Stormwater Management Report prepared by SBA Engineering
- A D-Series Setback Assessment prepared by SBA Engineering
- A Geotechnical Investigation prepared by CMT Engineering
- A Land Lease Community Structure Letter prepared by Cohen Highly

## Review of Planning Policy

A review of applicable planning policy including the PPS, Growth Plan, County of Wellington Official Plan and the Wellington North Community Growth Plan was provided in the public meeting report. Planning Staff are of the opinion that the proposed zoning by-law amendment application is consistent with provincial and local planning policy.

## PUBLIC MEETING COMMENTS

A public meeting was held on November 6<sup>th</sup>, 2023. No neighboring residents spoke at the public meeting or provided written comments.

### AGENCY COMMENTS

The application was circulated to commenting agencies in accordance with the Planning Act. The following comments were received from Township Staff:

- “Municipal servicing (water, sanitary and storm) will need to be extended along Draper Street, Gordon Street and Anderson Street to service this property.
- Draper Street is to be constructed to a full urban road standard.
- Requirements of Anderson Street unopened road allowance will be determined after the Transportation Master Plan has been completed in 2024.
- It is expected that the developer will enter into a Service Finance Agreement for work completed on municipal Right-of-Way.
- Site will be further reviewed during the Site Control Application including the detailed engineer review and review of required studies and reports.
- Operations have no objections to this development”.

### DRAFT ZONING BY-LAW AMENDMENT

A draft zoning by-law amendment has been prepared for public review and Council’s consideration, and attached to this report as **Schedule 1**.

### PLANNING OPINION

Planning Staff is of the opinion that the proposed Land Lease Community development is consistent with Provincial Policy, including the PPS and the Growth Plan (A Place to Grow). The introduction of a Land Lease Community development is consistent with Wellington North Community Growth Plan, and with the policies of the County Official Plan which support residential redevelopment and intensification that is compatible with existing neighborhoods.

We trust that the above comments will assist Council in this matter.

Respectfully submitted

County of Wellington Planning and Development Department



\_\_\_\_\_  
 Jessica Rahim  
 Senior Planner

Schedule 1 – Draft Zoning By-law

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH  
 BY-LAW NUMBER \_\_\_\_\_.

BEING A BY-LAW TO AMEND ZONING BY-LAW NUMBER 66-01  
 BEING THE 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 Section 34 & 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 the lands described as All of Lots A, 9-11 on Judge Macdonald’s Svy, All of Lots 22-33, Lots 35-55, Lots 71-81, and Lots 85-109 on Chadwick and Andersons Svy, Part of Lots 19, 21, 34, 69, 70 and 84 on Chadwick and Anderson Svy, Part of Lot 1, Concession 2 (West Luther), with a civic address of 210 Gordon Street, Arthur, as shown on Schedule “A” attached to and forming part of this By-law from:
  - Future Development (FD) to Low Density Residential Site Specific with a Holding (R1C-39 (H));
  - High Density Residential (R3) to Low Density Residential Site Specific with a Holding (R1C-39 (H));
  - Industrial Site Specific (M1-2) to Low Density Residential Site Specific with a Holding (R1C-39(H))
  - Future Development (FD) to High Density Residential Site Specific with a Holding (R3-40(H)); and
  - Industrial Site Specific (M1-2) to Industrial Site Specific with a Holding (M1-41 (H))
  
2. THAT Section 31, Arthur exception zone, is hereby amended by adding the following new exceptions:

<p><b>31.39</b> 210 Gordon Street</p>	<p><b>R1C-39</b></p>	<p>Notwithstanding the regulations of the R1C zone, the lands zoned R1C-39 may only be used for a Land Lease Community containing 51 single detached units, in conjunction with the lands zoned R3-40 and M1-41, subject to the following:</p> <p>a) Permitted uses:</p> <ul style="list-style-type: none"> <li>• Land Lease Community Home Site</li> <li>• Land Lease Community Home on a Land Lease Community Home Site</li> <li>• Common Amenity Area</li> <li>• Common Amenity Building</li> <li>• Accessory uses, buildings and structures to the Land Lease Community and to a Land Lease Community Home.</li> </ul> <p>b) Regulations for the Land Lease Community:</p> <ul style="list-style-type: none"> <li>• The minimum lot area shall be 2.5 ha (6.2 ac);</li> <li>• The minimum lot frontage shall be 18 m (59.0 ft).</li> </ul>
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	<p>c) Regulations for Land Lease Community Home Sites: Each Land Lease Community Home Site shall conform to the following:</p> <ul style="list-style-type: none"> <li>• The minimum site frontage shall be 12 m (39.4 ft) on a private street;</li> <li>• The minimum site area shall be 300 m<sup>2</sup> (3229.2 ft<sup>2</sup>).</li> </ul> <p>For the purposes of these regulations, “site frontage” means the horizontal distance between the side boundaries of the Land Lease Community Home Site measured along the boundary of the Land Lease Community Home Site that abuts the internal street providing access to the Land Lease Community Home Site, but where this boundary is not a straight line or where the side boundaries are not parallel, the site frontage is to be measured by a line 6.0 metres (19.7 ft) back from and parallel to the chord of the site frontage, and for the purpose of this paragraph the chord of the site frontage is a straight line joining the two points where the side boundaries intersect the boundary of the Land Lease Community Home Site that abuts the internal street providing access to the Land Lease Community Home Site. “Site area” means the horizontal area within the boundaries of a Land Lease Community Home Site.</p> <p>d) Each Land Lease Community Home shall be located on a Land Lease Community Home Site and shall comply with the following setbacks:</p> <ul style="list-style-type: none"> <li>• 1.2 m (3.9 ft) to any limit of a Land Lease Community Home Site;</li> <li>• 3.0 m (9.8 ft) to the limit of any internal road in the Land Lease Community;</li> <li>• 6.0 m (19.7ft) to any boundary of the Land Lease Community;</li> <li>and</li> <li>• 7.0 m (23 ft) to the limit of a public street.</li> </ul> <p>e) Each Common Amenity Building shall comply with the following setbacks:</p> <ul style="list-style-type: none"> <li>• 1.5 m (4.9 ft) to any limit of a Land Lease Community Home Site;</li> <li>• 3.0 m (9.8 ft) to the limit of any internal road in the Land Lease Community;</li> <li>• 6.0 m (19.7 ft) to any boundary of the Land Lease Community;</li> <li>and,</li> <li>• 7.0 m (23 ft) to the limit of a public street or road allowance.</li> </ul> <p>f) The Land Lease Community shall be connected to both a municipal water distribution system and sewage collection and treatment system.</p> <p>h) A minimum of one off-street parking space shall be provided for each Land Lease Community Home Site and shall be in accordance with Section 6.27.</p>
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		<p>For the purposed of the R1C-39 zone:</p> <p><b>Land Lease Community</b> is defined as: an area of land for the purpose of locating Land Lease Community Home Sites and related parking areas, driveways, common amenity buildings and accessory uses, building and structures.</p> <p><b>Common Amenity Building</b> is defined as: a building that contains amenity uses which is available for the use and enjoyment of the residents and guests of a residential development in common. A common amenity building does not include a Banquet Hall.</p> <p><u>Holding (H) Provision</u></p> <p>Notwithstanding any other provisions of this by-law, permitted uses and buildings are limited to those legally existing as of the date of the passing of this amendment until the Holding (H) Provision is removed by Council. The Holding provision may be removed when Council is satisfied that the following matters have been addressed:</p> <ol style="list-style-type: none"> <li>i. Municipal water and sewage servicing including sufficient reserve capacity is or will be made available to the land;</li> <li>ii. Stormwater management has been adequately addressed;</li> <li>iii. Site plan approval has been obtained and a site plan agreement has been executed.</li> </ol>
<p><b>31.40</b> 210 Gordon Street</p>	<p><b>R3-40</b></p>	<p>Notwithstanding the regulation of the R3 zone, the land zoned R3-40 may only be used for a Land Lease Community, in conjunction with the lands zoned R1C-39 and M1-40, subject to the following:</p> <ol style="list-style-type: none"> <li>a) Permitted uses: <ul style="list-style-type: none"> <li>• Land Lease Community Home Site</li> <li>• Cluster Townhouses on a Land Lease Community Home Site</li> </ul> </li> <li>b) Regulations for the Land Lease Community: <ul style="list-style-type: none"> <li>• The minimum lot area shall be 2.5 ha (6.2 ac);</li> <li>• The minimum lot frontage shall be 18 m (59.0 ft).</li> </ul> </li> <li>c) Regulations for the Land Lease Community Home Site: <ul style="list-style-type: none"> <li>• The minimum site area shall be 0.4 ha (1 ac);</li> <li>• The maximum number of cluster townhouse units is 12.</li> </ul> </li> <li>d) Regulations for the Cluster Townhouse: <p>Cluster Townhouses shall be located on a Land Lease Community Home Site, which shall conform to the following:</p> <ul style="list-style-type: none"> <li>• The minimum site area shall be 180 m<sup>2</sup> (1,937.5 sq. ft.) per unit;</li> <li>• The maximum number of units is 12;</li> <li>• The maximum number of attached units in a row is 4.</li> </ul> </li> </ol> <p>For the purposes of these regulations, “site area” means the horizontal area within the boundaries of a Land Lease Community Home Site upon which the Cluster Townhouse or Cluster Townhouse unit is located.</p>

		<p>e) Cluster Townhouses shall comply with the following setbacks:</p> <ul style="list-style-type: none"> <li>• 2.5 m (8.2 ft) to any limit of a Land Lease Community Home Site if the Cluster Townhouse unit is an end unit unit; 3.0 m (9.8 ft) to the limit of any internal road in the Land Lease Community;</li> <li>• 6.0 m (19.7ft) to any boundary of the Land Lease Community; and</li> <li>• 7.0 m (24.9 ft) to the limit of a public street or road allowance.</li> </ul> <p>f) The Land Lease Community shall be connected to both a municipal water distribution system and sewage collection and treatment system.</p> <p>g) A minimum of one off-street parking space shall be provided for each Cluster Townhouse unit and shall be in accordance with Section 6.27.</p> <p>For the purposes of the R3-40 zone:  <b>Land Lease Community</b> is defined as: an area of land for the purpose of locating Land Lease Community Home Sites and related parking areas, driveways, common amenity buildings and accessory uses, building and structures.</p> <p><u>Holding (H) Provision</u>  Notwithstanding any other provisions of this by-law, permitted uses and buildings are limited to those legally existing as of the date of the passing of this amendment until the Holding (H) Provision is removed by Council. The Holding provision may be removed when Council is satisfied that the following matters have been addressed:</p> <ol style="list-style-type: none"> <li>i. Municipal water and sewage servicing including sufficient reserve capacity is or will be made available to the land;</li> <li>ii. Stormwater management has been adequately addressed;</li> <li>iii. Site plan approval has been obtained and a site plan agreement has been executed.</li> </ol>
<p><b>31.41</b> 210 Gordon Street</p>	<p><b>M1-41</b></p>	<p>Notwithstanding any other provisions to the contrary, the land zoned M1-41 may only be used for the Arthur sanitary sewage lagoons associated buffer areas and the following accessory uses to the Land Lease Community permitted within the R1C-39 and R3-40 zones on the property:</p> <p>a) Permitted Uses</p> <ul style="list-style-type: none"> <li>• An outdoor storage area for boats, RVs, trailers, etc. for only residents of the Land Lease Community in accordance with section 6.26;</li> <li>• Indoor mini-storage to be leased on a short-term basis to only residents of the Land Lease Community;</li> <li>• Community gardens and amenity area for the Land Lease Community on the property;</li> </ul>

		<ul style="list-style-type: none"> <li>• Greenhouse;</li> <li>• Solar panels;</li> <li>• Stormwater management pond.</li> </ul> <p>b) Regulations for the above accessory uses:</p> <ul style="list-style-type: none"> <li>• Minimum interior side yard setback of 15 m (49.2 ft)</li> <li>• Minimum rear yard setback of 15 m (49.2 ft)</li> </ul> <p><u>Holding (H) Provision</u></p> <p>Notwithstanding any other provisions of this By-law, permitted uses and buildings are limited to those legally existing as of the date of the passing of this amendment until the Holding (H) Provision is removed by Council. The Holding provision may be removed when Council is satisfied that the following matters have been addressed:</p> <ul style="list-style-type: none"> <li>i. Municipal water and sewage servicing including sufficient reserve capacity is or will be made available to the project.</li> <li>ii. Stormwater management has been adequately addressed;</li> <li>iii. Site plan approval has been obtained and a site plan agreement has been executed.</li> </ul>
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3. That except as amended by this By-law, the land as shown on the attached Schedule 'A' shall be subject to all applicable regulations of Zoning By-law 66-01, as amended.

4. THAT this By-law shall 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 AND SECOND TIME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023

READ A THIRD TIME AND PASSED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023

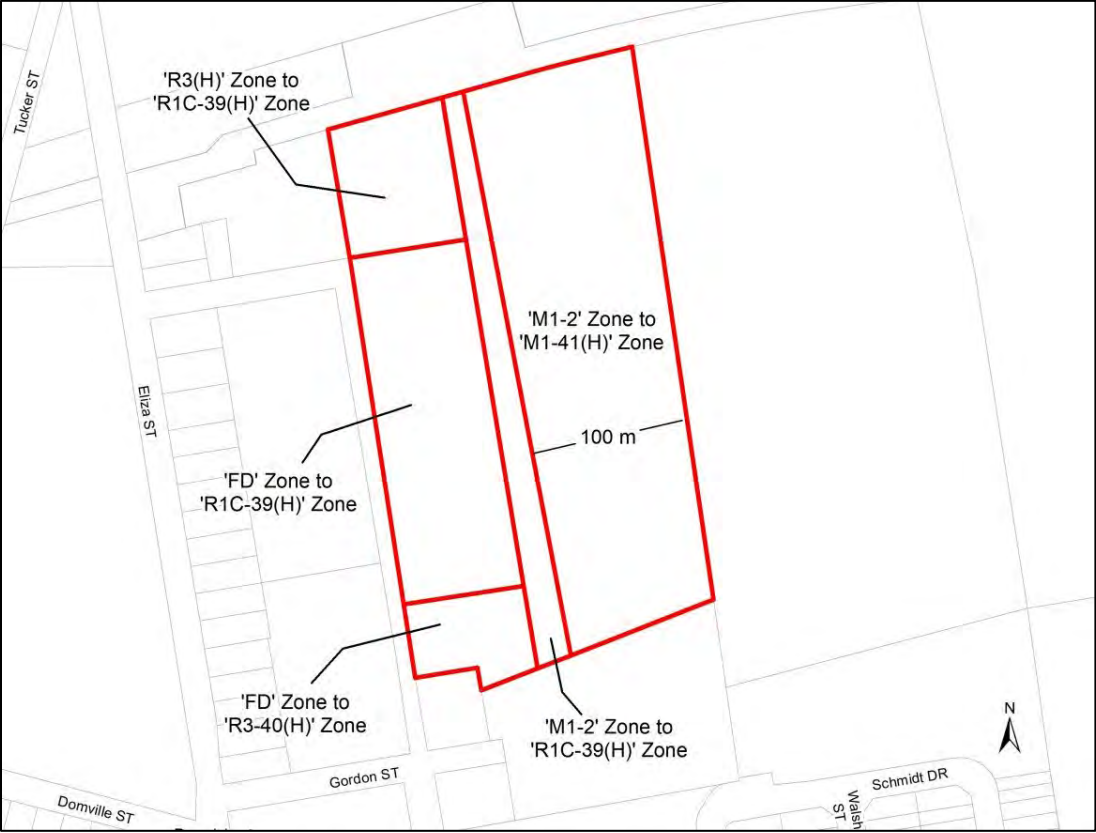
\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK

THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NO. \_\_\_\_\_

Schedule "A"



This is Schedule "A" to By-law \_\_\_\_\_.

Passed this \_\_\_\_ day of \_\_\_\_\_ 2023

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK

**EXPLANATORY NOTE****BY-LAW NUMBER \_\_\_\_\_.**

**THE LOCATION OF THE SUBJECT LANDS** is legally described as All of Lots A, 9-11 on Judge Macdonald's Svy, All of Lots 22-33, Lots 35-55, Lots 71-81, and Lots 85-109 on Chadwick and Andersons Svy, Part of Lots 19, 21, 34, 69, 70 and 84 on Chadwick and Anderson Svy, Part of Lot 1, Concession 2 (West Luther), with a civic address of 210 Gordon Street, Arthur. The subject property is approximately 9.18 ha (22.68 ac) in size and is currently zoned Future Development (FD), Residential (R3(H)), and Industrial Site Specific (M1-2).

**THE PURPOSE AND EFFECT** of the proposed Zoning By-law amendment is to rezone the subject lands to facilitate a residential land lease community with 51 single detached dwellings, 12 townhouse units, and accessory uses including outdoor recreational vehicle storage, community gardens, recreation uses, greenhouses, solar panels and a stormwater management pond.



## Staff Report

**To:** Mayor and Members of Council Meeting of December 11, 2023

**From:** Tammy Pringle, Development Clerk

**Subject:** **DC 2023-034, CORDON CANADA LTD.  
SITE PLAN AGREEMENT, 250 MAIN STREET SOUTH, MOUNT FOREST**

### RECOMMENDATION

**THAT** Council of the Township of Wellington North receive for information Report DC 2023-034 regarding the Final Approval of the Cordon Canada Ltd. Site Plan Control Agreement.

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

- A24/22 Minor Variance, March 6, 2023

### BACKGROUND

#### Subject Lands

The property is within the urban boundary of the Town of Mount Forest. The subject lands are located on the east side of Main St. S., north of Queen St. E.

The land holding is approximately 679 m<sup>2</sup> (7,309 ft<sup>2</sup>) and is legally known as: PT LT 22 E/S MAIN ST PL TOWN OF MOUNT FOREST MOUNT FOREST AS IN RON84379; S/T RON84379; WELLINGTON NORTH.

#### The Proposal

The Owner has applied for Site Plan Approval from the Township to construct a two storey commercial/residential building. A Minor Variance approved March 6<sup>th</sup>, 2023 permitted an accessory residential use of 25% on the main floor. The second storey will contain two, two bedroom, apartments. This project will include site grading and site servicing.

#### Existing Policy Framework

The subject lands are designated C1 Central Commercial Zone in the Township of Wellington North Zoning By-Law 66-01 and Central Business District in the County of Wellington Official Plan.

### COMMENTS AND ANALYSIS

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

### COMMUNICATION PLAN

The executed site plan agreement will be forwarded to the Township's solicitor for registration.

**FINANCIAL CONSIDERATIONS**

None

**ATTACHMENTS**

- A. Location Map
- B. DRAFT Site Plan Agreement

**STRATEGIC PLAN 2019 – 2022**

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

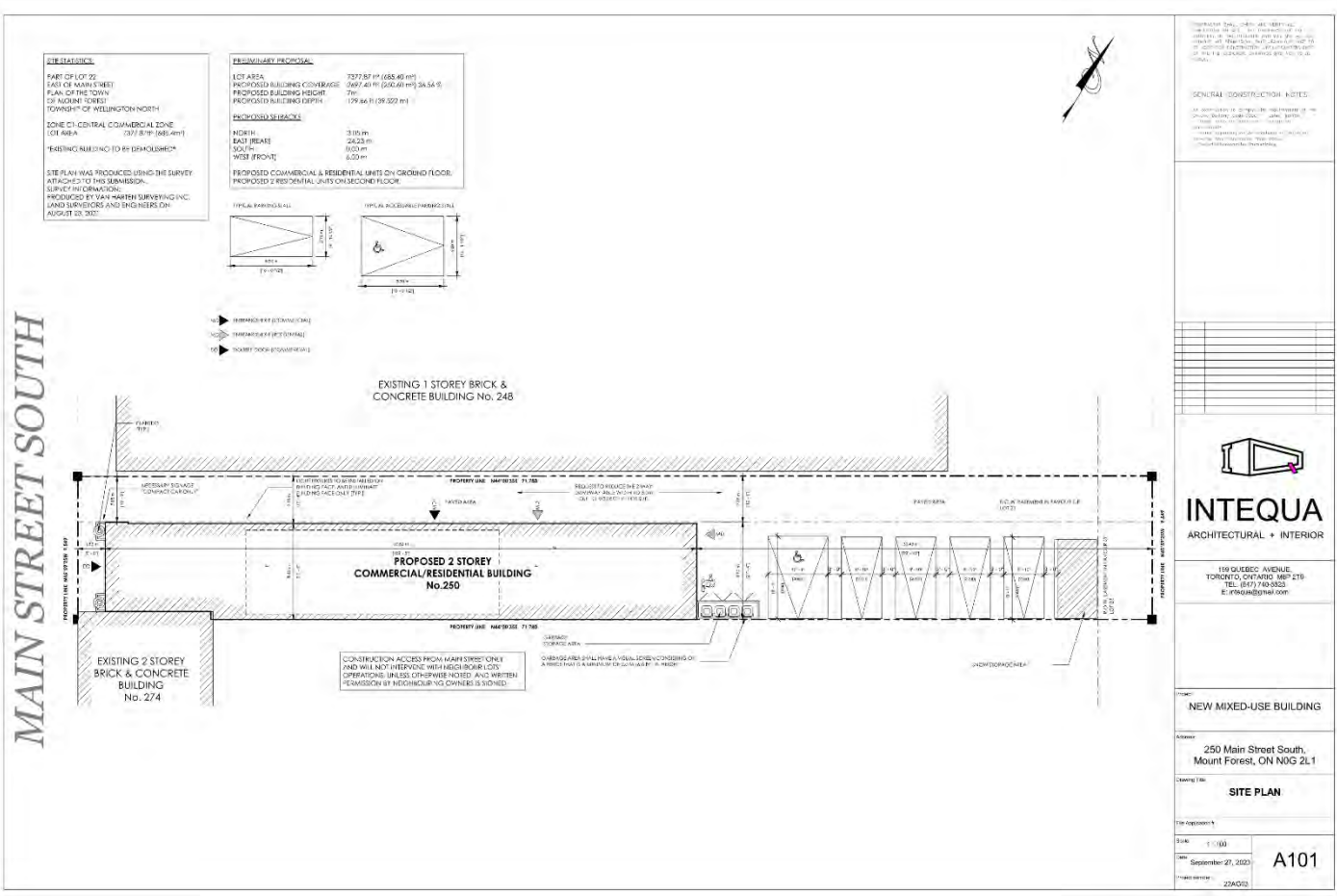
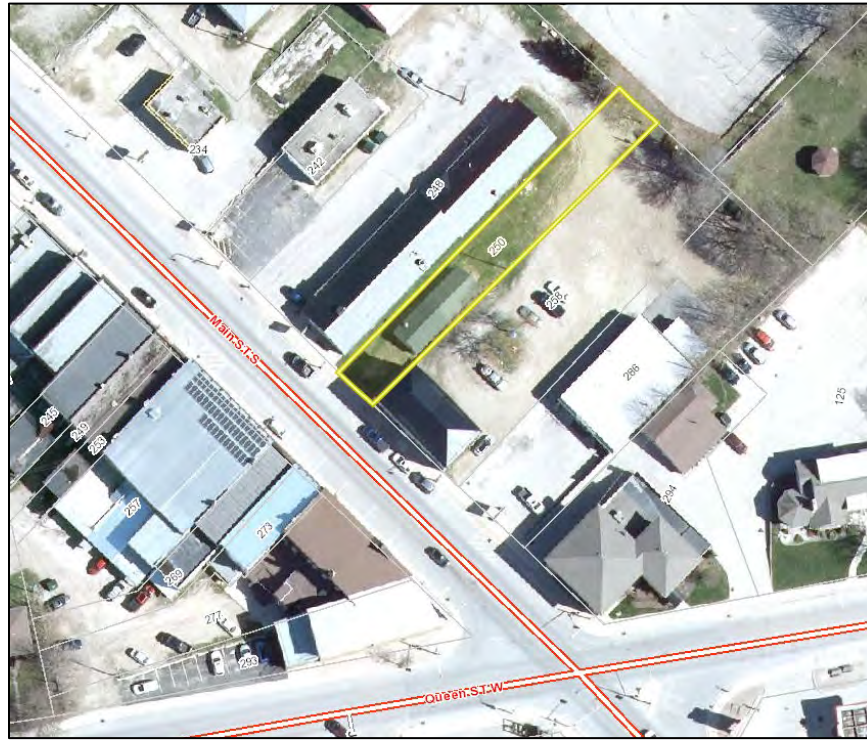
- Yes
- No
- N/A

Which priority does this report support?

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

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

SCHEDULE A – Location Map





## SCHEDULE B – Draft Site Plan Control Agreement

### SITE PLAN CONTROL AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

BETWEEN:

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH**  
(the "Township")  
OF THE FIRST PART

-and-

**CORDON CANADA LTD.**  
(hereinafter collectively called the "Owner")  
OF THE SECOND PART

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

PT LT 22 E/S MAIN ST PL TOWN OF MOUNT FOREST MOUNT FOREST AS IN  
RON84379; S/T RON84379; WELLINGTON NORTH

PIN: 71061-0071 (LT)

(hereinafter called the "Lands")

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

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

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

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

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

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

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

Agreement provided that such condition is waived or rescinded by Resolution of Council.

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

- b) If requested by the Township and prior to the commencement of the Offsite Works, the Owner's contractor shall forward a Certificate of Insurance evidencing this insurance with the executed Agreement.
- c) It is also understood and agreed that in the event of a claim any deductible or self-insured retention under these policies of insurance shall be the sole responsibility of the Developer and that this coverage shall preclude subrogation claims against the Township and will be primary insurance in response to claims.
- d) The Township's claims process for Third Party claims is to refer the claimant, including lien claimants, directly to the Developer and to leave the resolution of the claim with the Contractor. This applies regardless of whether or not it is an insured loss.
- e) The Owner shall, upon the earlier of (a) commencing any works on the relevant lands, or (b) applying for a building permit, supply the Township with cash or a letter of credit (the "Offsite Works Security Deposit") in form satisfactory to the Chief Building Official ("CBO") and in an amount of THIRTY FIVE THOUSAND SEVEN HUNDRED AND TWENTY FIVE DOLLARS (\$35,725.00) as found in Schedule C, sufficiently guaranteeing the satisfactory completion of the offsite works on Township property described in or contemplated by this Agreement and further guaranteeing the workmanship and materials and the repair of all damage to works or facilities required by this Agreement for a minimum period of two (2) years from the date of certification of substantial completion, and receive written approval from the Township Engineer. The Security must further guarantee payment to the Township of all inspection or other costs that the Township may incur as a result of this Agreement. When the work is completed to the satisfaction of the Township Engineer and all Works have been certified by the Owner's Engineer, the Security may be reduced to an amount equal to Ten (10%) per cent of the original amount determined by the Township Engineer for each phase and shall not be further reduced until the Township Engineer has approved the works at the end of the said minimum two (2) years period. No interest shall be payable on any such security deposit. The Township will not be required to provide Final Acceptance during the winter months or any other time of year when inspection of the Works and services is impractical due to snow cover or other adverse conditions.
- f) Shall employ engineers registered with Professional Engineers Ontario and approved by the Township to provide the field layout, the contract administration, necessary contract(s) and full-time supervision inspection of construction. The Owner's Engineer shall provide certification that the installation of services was in conformance with said plans, documents and specifications, such certification to be in a form acceptable to the Township Solicitor and the Township Engineer.
- g) Hereby acknowledges and agrees that should there be a deficiency in or failure to carry out any work or matter required by any clause of this Agreement, whether or not such work or matter is specifically secured by way of letter of credit, and the Owner fails to comply, within thirty (30) days written notice, with a direction to carry out such work or matter, the Township may draw on the letter of credit and enter onto the subject lands and complete all outstanding works or matters, and pay all costs and expenses incurred thereby from the proceeds so drawn.
- h) Hereby acknowledges and agrees that the Township reserves the right to draw on and use the letter of credit to complete any work or matter required to be done by the Owner pursuant to this Agreement. The Owner further acknowledges and agrees that, notwithstanding subsection 11(e) to this Agreement, in the event that the Municipality determines that any reduction in the letter of credit will create a

shortfall with respect to securing the completion of any work or matter remaining to be carried out by the Owner pursuant to this Agreement, the Municipality will not be obligated to reduce the letter of credit until such time as such work is completed to the satisfaction of the Municipality or the Municipality has sufficient security to ensure that such work will be completed.

12. In the event works are to be performed by the Owner, its servants or its agents on lands other than lands owned by the Township (the "Onsite Works") the Owner shall:
  - a) Provide the Township with, upon the earlier of (a) commencing any Onsite Works on the relevant lands, or (b) applying for a building permit, supply the Township with a letter of credit or other satisfactory security in an amount equal to 50% to a maximum of FIFTY THOUSAND DOLLARS (\$50,000) of the cost of works and facilities relating to onsite servicing, storm drainage, surface treatment of parking areas, landscaping, buffer strips, fencing, grading, curbing and similar physical improvement works (the "Onsite Works Security Deposit"). No interest shall be payable on any such security deposit.
  - b) Complete the said works and facilities within a period of one (1) year from the date of issuance of a building permit, or within two (2) years of the execution of this agreement by the Township if no building permit is required by the development provided for herein, and provide satisfactory proof of completion of the said works including survey, engineering, architectural (including landscape architect where required), or another professional certification, at the Owner's sole expense. When a substantial amount of the work is completed to the satisfaction of the Township, the Security may be reduced to an amount determined by the Township for each phase and shall not be further reduced until the Township has approved the works.
  - c) Upon failure of the Owner to complete the said works and facilities within the said one year period, the Township may draw on the said letter of credit or other satisfactory security, such amount or amounts as may be required to pay for the work done or to be done pursuant to the provisions of this section and the Township and/or its authorized agents are hereby authorized to enter upon the relevant lands to perform the said works and facilities.
13. The Owner shall grade the Lands and maintain the grading elevations in order to provide for surface drainage which shall be as provided for in the Approved Grading Plans. The Owner shall not use or cause or permit to be used any new construction on the Lands until after an as-built grading survey has been provided by an Ontario Land Surveyor and a professional engineer or architect has given the Township, at the Owner's expense, a letter of compliance for grading and drainage and Storm Water Management and signed by the engineer or architect certifying that all services, structures, works and facilities on or in the Lands which fall within the provisions of Section 41 of the *Planning Act* and are required for this development by the Plans and this Agreement and not contained within a building, have been installed and completed in a manner satisfactory to the engineer or architect.
14. The Owner covenants and agrees not to permit the Lands to drain otherwise than into a properly installed drainage system with proper catch basins and the grades and drainage facilities shall be so established as to provide roof water onto the internal system and maintain an on-site storm water management system to limit storm run-off from the site to a predevelopment rate of flow and to indemnify and save harmless the Township from any liability for excess run-off as a result of construction or development on the Lands.

15. The Owner covenants and agrees to implement and monitor on-site sediment and erosion control measures, during construction of this development, to the satisfaction of the Township and to allow the Township and its agents, in perpetuity, access to the Lands to inspect roof drains, inlet control devices and storm water management facilities.
  16. The Owner is responsible for dust control of all dust resulting from the development, whenever necessary. To eliminate dust, the Owner may be required to apply dust suppressants, covering stockpiles of topsoil with tarps or applying ground cover to the areas that have been stripped and left undeveloped at the direction of the Township.
  17. The Township and Owner agree that the Owner may choose to develop the Lands in phases and in accordance with the approved phasing plan, as shown on the approved Plans. In such case, the Owner agrees as follows:
    - a) that the Owner will not apply for nor will the Township be obligated to issue a building permit for such phase(s) until the provisions of this section have been complied with and the Owner has provided evidence that servicing capacity is available to accommodate the particular development phase, to the satisfaction of the Township;
    - b) that the Owner shall submit to the Township for review and approval proper plans and specifications showing the works and facilities required for site plan approval of each phase;
    - c) that the Owner shall provide to the Township a letter of credit or other satisfactory security in an amount to be determined by the CAO or the Chief Building Official (the "CBO"), and the provisions of this Agreement shall apply to such security with respect to such phase(s); and
    - d) that the provisions of this Agreement shall apply to all such phases.
  18. The Owner covenants and agrees to have the Owner's Engineer prepare and submit As Recorded Drawings within six (6) months of completion of the Works to the Township's Development Technologist for review in electronic files (PDF) format. Once approved by Township, the Owner shall submit three (3) bound paper sets of drawings printed on 24" x 36" paper copies and electronic files (PDF and AutoCAD or similar and GIS shape files). Refer to current Township Municipal Servicing Standards for current as constructed drawing submission requirements.
  19. The Owner covenants and agrees to have the Owner's Engineer prepare and submit to the Township within six (6) months of completion of the Works an individual Service Record Sheet (SRS) on 8.5" x 11" paper for each property. SRS to be submitted to the Township's Development Technologist for review, until approved, at which time the Township requests two (2) paper sets of SRS 8.5" x 11" and electronic files (PDF). SRS are required for each municipal service within the development; drinking water, sanitary sewer and storm sewer. Refer to current Township Municipal Servicing Standards for Service Record Sheets submission requirements and template.
  20. The Owner covenants and agrees to make all necessary arrangements and to be solely responsible for the costs of removing and relocating any existing municipal or public services requiring relocation in the course of, or in connection with, the construction, installation or provision of the works, services and facilities under this Agreement.
  21. This Agreement shall be registered against title to the Lands at the Owner's expense. It is understood and agreed that, after this Agreement has been registered against title, it shall not be released by the Township. After all terms and conditions of this Agreement have been complied with to the satisfaction of the Township; the Township, upon request and at the Owner's expense, shall
-

issue a Certificate of Compliance certifying compliance with this Agreement to the date of the Certificate.

22. The Owner hereby grants to the Township, its servants, agents and contractors a license to enter onto the Lands and into structures for the purpose of inspecting the works and the Lands or for any other purpose pursuant to the rights of the Township under this Agreement.
23. The Owner hereby grants, covenants, and agrees that the Township, its servants, agents and contractors shall be permitted to enter onto the Lands and into structures to conduct any required work deemed necessary by the Township in the event of default by the Owner and may recover any expenses incurred by drawing upon the Onsite Security Deposit and Offsite Security Deposit provided in paragraphs 11 and 12 for either Block.
24. The Owner shall obtain from all mortgagees, charges and other persons having an interest in the Lands a postponement of their respective interests to this Agreement in a form satisfactory to the Township and said postponement(s) shall be registered against title to the Lands at the expense of the Owner so that this Agreement shall have priority over all other interests registered against the Lands. The Owner acknowledges and agrees that the site plan approval in respect of the Lands shall be conditional upon obtaining the above postponement documents and registering them against title to the Lands.
25. The covenants, agreements, conditions and understandings set out herein and in Schedule "B" hereto, which form part of this Agreement, shall run with the Lands and shall enure to the benefit of and be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns, as the case may be.
26. If the proposed development governed by this Agreement is not commenced within two (2) years from the date of the execution of this Agreement, or if the Owner does not make a submission for site plan approval of its broader development of the Lands within two (2) years from the date of the execution of this Agreement, the Township may, at its sole option and on sixty (60) days' notice to the Owner, declare this Agreement null and void and of no further force and effect. The refund of any fees, levies or other charges paid by the Owner pursuant to this Agreement shall be in the sole discretion of the Township, but under no circumstances will interest be paid on any refund.
27. Nothing in this Agreement constitutes a waiver of the Owner's duty to comply with any By-law of the Township or any other law.

-----the remainder of this page left intentionally blank -----

THIS AGREEMENT is executed by the Township this \_\_\_\_ day of \_\_\_\_\_, 2023.

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

\_\_\_\_\_  
DARREN JONES – CHIEF BUILDING OFFICIAL  
I have authority to bind the corporation.

THIS AGREEMENT is executed by the Owner this \_\_\_\_ day of \_\_\_\_\_, 2023.

**CORDON CANADA LTD.**  
Per:

\_\_\_\_\_  
IZZAT ALSAKANI - OWNER  
I/we have authority to bind the corporation.

DEVELOPER'S MAILING ADDRESS: 70 Arnold Street (Unit 2), Hamburg, ON N3A 2C7

DEVELOPER'S PHONE NUMBER: (226) 600-5818

DEVELOPER'S EMAIL ADDRESS: izzat\_sk@yahoo.ca

DRAFT

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

DOCUMENT NUMBER	DOCUMENT NAME	REVISION NUMBER	REVISION DATE	SEAL DATE	PREPARED BY
1 of 2	Grading Plan	5	August 28, 2023	AUG 28-23	Van Harten Surveying Inc.
2 of 2	Servicing Plan	5	August 28, 2023	JUL 24-23	Van Harten Surveying Inc.
OL-01	Outdoor Lighting	3	OCT. 31/23	OCT. 31/23	YMSD Consulting
A101	Site Plan		September 27, 2023		INTEQUA
A103	Proposed Ground & Second Floor Plans		March 21, 2023		INTEQUA
A106	Elevations		July 25, 2023		INTEQUA
	Arborist Preservation Report		21.09.25		I Love Gardens and Trees
	Functional Servicing and Stormwater Management Report		May 12-2023	MAY 12-23	Van Harten Survey Inc.
	POET Brochure -Point of Entry Trap		2022 02 02		Decast Ltd.



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

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

1. The Owner agrees that the building or buildings to be constructed will meet the definition of Purpose Built Rental Housing as per Township of Wellington North By-Law No. 027.22.
  - a. "Purpose-Built Rental Housing" means a residential use building or structure that consists of four (4) or more dwelling units that will remain as rental housing for a period of at least 20 years from the date of issuance of a building permit.
2. The Owner agrees that all the services, works, facilities and matters required under this Agreement located on the lands shall be maintained for the life of the proposed development covered by the Site Plan at the Owner's, and each subsequent Owner within the development expense, including the buried stormwater management works, surface treatment of parking areas, line painting markings, signage, and landscaping. The Owners requirement includes, but is not limited to, following the monitoring and cleaning recommendations for CBMH2 (i.e. POET) manufacturer.
3. . The Owner shall give the Township and its agents reasonable access on reasonable notice to the lands for the purpose of verification of compliance with the terms of this Agreement.
4. The Owner shall give the Township and its agent reasonable access on reasonable notice to the lands for the purpose of access to storm maintenance hole (CBMH2) as shown on drawing 1 of 2 listed in Schedule A for the inspection, removal, replacement, reconstruction, maintenance and repair of underground service, which includes storm pipe and equipment for the collection and transportation of storm water, together with the right of ingress and egress for all purposes necessary or incidental to the exercise.
5. Prior to commencement of construction the Owner shall provide to the Township:
  - a. Written permission from neighbouring property owners granting permission to neighbour property for construction activities.
  - b. Written communication of Wellington North Power's acceptance of the required pole move.
6. Prior to occupancy of the buildings and structures the following is to be completed:
  - a. Off-site works to have met substantial completion and all testing requirements of sewers and geotechnical testing and certification letter from Developers Engineer have been submitted.
  - b. On-site works to have all testing requirements of sewers, deficiencies corrected and certification letter from Developers Engineer have been submitted.

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

Cost estimate is dated October 31, 2023, as prepared by Van Harten Surveying Inc

Developer's Site Service Estimate

This is an estimate only.  
Applicant / Owner is responsible  
for actual cost which may be  
more or less than this estimate.

Off-Site Servicing Estimate						
Location:	250 Main Street South, Mount Forest					
Preparer:	Mike Vaughan, P. Eng., Van Harten Surveying Inc.					
Date:	Tuesday, October 31, 2023					
Project Number	28379-20					
Item No.	Item Description	Estimated Quantity	Unit	Rate	Subtotal	
<b>SECTION 'A' - SITE WORKS AND REMOVALS</b>						
1.0	Traffic and pedestrian control	1.00	l.s.	\$ 2,000.00	\$ 2,000.00	
2.0	Bonding	1.00	l.s.	\$ 1,000.00	\$ 1,000.00	
3.0	Removals including disposal off-site: concrete sidewalks	16.50	m <sup>2</sup>	\$ 15.00	\$ 247.50	
4.0	CCTV inspection of sanitary and storm laterals	1.00	l.s.	\$ 1,500.00	\$ 1,500.00	
<b>TOTAL SECTION 'A'</b>					<b>\$ 4,747.50</b>	
<b>SECTION 'B' - WATER SERVICE</b>						
1.0	Supply and install 25 mm copper water service as per specifications including all connections, tap by qualified contractor as required to re-locate water valve to lot line	2.30	m	\$ 200.00	\$ 460.00	
2.0	Supply and install 25 mm water valve at property line as per specifications including all connections, tap by qualified contractor.	1.00	each	\$ 300.00	\$ 300.00	
<b>TOTAL SECTION 'B'</b>					<b>\$ 760.00</b>	
<b>SECTION 'E' - ROAD RESTORATION</b>						
1.0	Granular 'A', 150 mm	5.80	tonne	\$ 20.00	\$ 116.00	
2.0	Concrete Sidewalk restoration, including colour stamped concrete, as required	16.50	tonne	\$ 95.00	\$ 1,567.50	
<b>TOTAL SECTION 'E'</b>					<b>\$ 1,683.50</b>	
<b>SECTION 'G' - GENERAL AND PROVISIONAL</b>						
1.0	Supply and place imported Granular 'B', as directed	10.00	tonne	\$ 20.00	\$ 200.00	
2.0	Supply and install non shrink fill, 10MPa concrete (utilities)	2.50	m <sup>3</sup>	\$ 250.00	\$ 625.00	
3.0	Remove and replace existing water service, should existing service be found to be in unusable condition	13.00	m	\$ 175.00	\$ 2,275.00	
4.0	Remove and replace existing sanitary service, should existing service be found to be in unusable condition	9.70	m	\$ 150.00	\$ 1,455.00	
5.0	Main Street road restoration, including 400mm Granular 'A', and 170mm 'Superpave' - SP FC2	46.00	m <sup>2</sup>	\$ 100.00	\$ 4,600.00	
6.0	Soil Sampling - characterization of type	1.00	allow	\$ 2,500.00	\$ 2,500.00	
7.0	Hydrovac to expose existing utilities and disposal (As Directed)	1.00	allow	\$ 2,500.00	\$ 2,500.00	
8.0	Equipment Time & Material, Subcontractor Allowance	1.00	allow	\$ 5,000.00	\$ 5,000.00	
<b>TOTAL SECTION 'G'</b>					<b>\$ 19,155.00</b>	
<b>Subtotal All Sections</b>					<b>\$ 26,346.00</b>	
<b>Engineering (10%)</b>					<b>\$ 2,634.60</b>	
<b>Contingency (10%)</b>					<b>\$ 2,634.60</b>	
<b>HST (13%)</b>					<b>\$ 4,109.98</b>	
<b>TOTAL ALL SECTIONS</b>					<b>\$ 35,725.18</b>	



## Staff Report

**To:** Mayor and Members of Council Meeting of December 11, 2023

**From:** Tammy Pringle, Development Clerk

**Subject:** **DC 2023-035, ROBERT'S FARM EQUIPMENT SALES INC.  
SITE PLAN AGREEMENT, 435 SLIGO ROAD WEST, MOUNT FOREST**

### RECOMMENDATION

**THAT** Council of the Township of Wellington North receive for information Report DC 2023-035 regarding the Final Approval of the Robert's Farm Equipment Sales Inc. Site Plan Control Agreement.

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

- By-law 081-2015 to authorize and execute a Site Plan Control Agreement registered December 10, 2015
- B29-21 Lot Line Adjustment application

### BACKGROUND

#### Subject Lands

The property is within the urban boundary of the Town of Mount Forest. The subject lands are located on the north west corner of Perth Street and Sligo Road West.

The land holding is approximately 8.17 acres and is legally known as: PKLT 11 SURVEY FOSTER'S MOUNT FOREST; PART LOT 33 CONCESSION 1 NORMANBY; PT DUKE ST SURVEY FOSTER'S MOUNT FOREST CLOSED BY BYLAW DN6730 PART 1, 60R2494 EXCEPT PART 1, 61R22111; TOWNSHIP OF WELLINGTON NORTH

#### The Proposal

The Owner has applied for Site Plan Approval from the Township to construct a 372 m<sup>2</sup> (4,004 ft<sup>2</sup>) storage building with outdoor storage and loading areas, in the south west corner of the property. This project will include site grading and storm water management control.

#### Existing Policy Framework

The subject lands are designated M1 Industrial Zone in the Township of Wellington North Zoning By-Law 66-01 and Industrial in the County of Wellington Official Plan.

### COMMENTS AND ANALYSIS

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

<b>COMMUNICATION PLAN</b>
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The executed site plan agreement will be forwarded to the Township's solicitor for registration.

<b>FINANCIAL CONSIDERATIONS</b>
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None

<b>ATTACHMENTS</b>
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- A. Location Map
- B. DRAFT Site Plan Agreement

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

Yes
  No
  N/A

Which priority does this report support?

Modernization and Efficiency
  Partnerships  
 Municipal Infrastructure
  Alignment and Integration

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

# SCHEDULE A – Location Map



**GENERAL NOTES:**

1. LEGAL INFORMATION PROVIDED BY WALTON FOODS SURVIVING ON SEPTEMBER 17TH, 2023.
2. DIMENSIONS ARE GIVEN AND HAVE BEEN CHECKED THROUGHOUT CONSTRUCTION BY THE CONTRACTOR ON NOVEMBER 28TH, 2023.
3. ALL DIMENSIONS, ELEVATIONS, AND ANGLES TO BE VERIFIED PRIOR TO CONSTRUCTION COMMENCING.
4. MINIMUM CONCRETE SLAB THICKNESS FOR ALL AREAS SHALL BE PLACED WHERE RAINFALL EXCEEDS 50MM. SLABS MAY BE THICKER IF REQUIRED.
5. CONSTRUCTION OF DRIVEWAY SHALL BE TO A MINIMUM OF 100MM OF SPALLS COMPACTED TO PER S.A. 1. 150MM GRAVEL ON TOP.
6. THE LOCATION OF UTILITY LINES IS APPROXIMATE ONLY AND SHOULD BE DETERMINED BY CONSULTING THE APPROPRIATE UTILITY OWNERS AND QUALITY SURVEYORS PRIOR TO CONSTRUCTION. THE LOCATION OF UTILITY LINES SHALL BE RESPONSIBLE FOR THE CLIENT PRIOR TO CONSTRUCTION.
7. CONTRACTOR IS RESPONSIBLE TO INSTALL, MAINTAIN, AND REPAIR SIGNAGE AND PROTECTIVE DEVICES AS REQUIRED.
8. REGULAR INSPECTION OF THE CONSTRUCTION SHALL BE PROVIDED TO THE CLIENT BY THE CONTRACTOR TO ENSURE PROGRESS AND QUALITY.
9. THE CLIENT IS RESPONSIBLE TO OBTAIN NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITY PRIOR TO CONSTRUCTION.
10. FOLLOWING COMPLETION OF PARKING AREAS AND ENTRANCE ROADS, EXISTING LANDSCAPE AREAS ARE TO BE PRESERVED, TOPSOILED AND REPLANTED.
11. THE PROPOSED PARKING AREAS SHALL ACCOMMODATE ADDITIONAL PARKING REQUIREMENTS AS A RESULT OF THE PROPOSED STORAGE BUILDING.
12. THE CLIENT IS RESPONSIBLE TO OBTAIN NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITY PRIOR TO CONSTRUCTION.
13. ALL EXISTING UTILITY LINES SHALL BE PROTECTED AND NOT TO BE MOVED OR DELETED UNLESS APPROVED BY THE LOCAL AUTHORITY.
14. THE LANDSCAPE ARCHITECT HAS CONDUCTED VISUAL IMPACT ASSESSMENTS AND HAS PROVIDED RECOMMENDATIONS FOR VISUAL IMPROVEMENTS.
15. FOLLOWING COMPLETION OF THE SITE, THE FOLLOWING TO BE COMPLETED: THE EXISTING DRIVEWAY SHALL BE REPAIRED AND RECONSTRUCTED TO ORIGINAL SPECIFICATIONS.
16. THE CLIENT IS RESPONSIBLE TO OBTAIN NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITY PRIOR TO CONSTRUCTION.
17. ALL UTILITIES SHALL BE PROTECTED AND NOT TO BE MOVED OR DELETED UNLESS APPROVED BY THE LOCAL AUTHORITY.
18. THE CLIENT IS RESPONSIBLE TO OBTAIN NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITY PRIOR TO CONSTRUCTION.
19. THE CLIENT IS RESPONSIBLE TO OBTAIN NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITY PRIOR TO CONSTRUCTION.
20. THE CLIENT IS RESPONSIBLE TO OBTAIN NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITY PRIOR TO CONSTRUCTION.

ZONING REQUIREMENTS	
M-1 Zone	REQD. PROV. IREQD.
MINIMUM LOT FRONTAGE	20m / 20m
MINIMUM LOT AREA	829m <sup>2</sup> / 3.9a
MINIMUM FRONT YARD SETBACK	7.6m / 102.5m
MINIMUM INTERIOR SIDE YARD SETBACK	3.0m / 22.3m
MINIMUM EXTERIOR SIDE YARD SETBACK	7.6m / 147.0m
MINIMUM REAR YARD SETBACK	7.6m / 88.0m
PARKING REQUIREMENTS	EXISTING: 30 (MINIMUM); PROPOSED: 30

**LEGEND:**

- EXISTING ELEVATION
- DOWN SLOPE
- PROPERTY LINE
- EXISTING DITCH
- NEW DITCH
- PROPOSED ENTRANCE
- PROPOSED OVERHEAD ENTRANCE
- PROPOSED GRAVEL YARD (SEE NOTE 1)
- PROPOSED CONCRETE PAD
- PROPOSED RE-PAV
- PROPOSED "PLANTING GLAZE MAPLE" TREES

**NOTES:**

1. ALL ELEVATIONS ARE GIVEN AS MEAN SEA LEVEL UNLESS OTHERWISE SPECIFIED.
2. THE LOCATION OF UTILITY LINES IS APPROXIMATE ONLY AND SHOULD BE DETERMINED BY CONSULTING THE APPROPRIATE UTILITY OWNERS AND QUALITY SURVEYORS PRIOR TO CONSTRUCTION. THE LOCATION OF UTILITY LINES SHALL BE RESPONSIBLE FOR THE CLIENT PRIOR TO CONSTRUCTION.

**PROPOSED STORAGE BUILDING**  
435 SLIGO RD. W. MT. FOREST  
(TOWNSHIP OF WELLINGTON NORTH)

**ROBERT'S FARM EQUIPMENT**  
435 SLIGO RD. W. MOUNT FOREST N00.01

SITE PLAN

PROJECT No. A6527  
DRAWN BY: J.P.F.  
ENGINEER BY: J.S.C.  
APPROVED BY: C.P.C.  
DATE: NOVEMBER 2023

DATE: \_\_\_\_\_ REVISION: \_\_\_\_\_ INITIAL: \_\_\_\_\_

SCALE: 1:500  
WELLINGTON NORTH

DRAWING NUMBER: **02**

## SCHEDULE B – Draft Site Plan Control Agreement

### SITE PLAN CONTROL AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

BETWEEN:

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH**  
(the "Township")  
OF THE FIRST PART

-and-

**ROBERT'S FARM EQUIPMENT SALES INC.**  
(hereinafter collectively called the "Owner")  
OF THE SECOND PART

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

PKLT 11 SURVEY FOSTER'S MOUNT FOREST; PART LOT 33 CONCESSION 1 NORMANBY; PT DUKE ST SURVEY FOSTER'S MOUNT FOREST CLOSED BY BYLAW DN6730 PART 1, 60R2494 EXCEPT PART 1, 61R22111; TOWNSHIP OF WELLINGTON NORTH

PIN: 71072-0147 (LT)

(hereinafter called the "Lands")

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

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

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

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

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

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

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

reserves the right to waive or rescind any term or condition contained in this Agreement provided that such condition is waived or rescinded by Resolution of Council.

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

- b) If requested by the Township and prior to the commencement of the Offsite Works, the Owner's contractor shall forward a Certificate of Insurance evidencing this insurance with the executed Agreement.
- c) It is also understood and agreed that in the event of a claim any deductible or self-insured retention under these policies of insurance shall be the sole responsibility of the Developer and that this coverage shall preclude subrogation claims against the Township and will be primary insurance in response to claims.
- d) The Township's claims process for Third Party claims is to refer the claimant, including lien claimants, directly to the Developer and to leave the resolution of the claim with the Contractor. This applies regardless of whether or not it is an insured loss.
- e) The Owner shall, upon the earlier of (a) commencing any works on the relevant lands, or (b) applying for a building permit, supply the Township with cash or a letter of credit (the "Offsite Works Security Deposit") in form satisfactory to the Chief Building Official ("CBO") and in an amount satisfactory to the Chief Building Official ("CBO"), sufficiently guaranteeing the satisfactory completion of the offsite works on Township property described in or contemplated by this Agreement and further guaranteeing the workmanship and materials and the repair of all damage to works or facilities required by this Agreement for a minimum period of two (2) years from the date of certification of substantial completion, and receive written approval from the Township Engineer. The Security must further guarantee payment to the Township of all inspection or other costs that the Township may incur as a result of this Agreement. When the work is completed to the satisfaction of the Township Engineer and all Works have been certified by the Owner's Engineer, the Security may be reduced to an amount equal to Ten (10%) per cent of the original amount determined by the Township Engineer for each phase and shall not be further reduced until the Township Engineer has approved the works at the end of the said minimum two (2) years period. No interest shall be payable on any such security deposit. The Township will not be required to provide Final Acceptance during the winter months or any other time of year when inspection of the Works and services is impractical due to snow cover or other adverse conditions.
- f) Shall employ engineers registered with Professional Engineers Ontario and approved by the Township to provide the field layout, the contract administration, necessary contract(s) and full-time supervision inspection of construction. The Owner's Engineer shall provide certification that the installation of services was in conformance with said plans, documents and specifications, such certification to be in a form acceptable to the Township Solicitor and the Township Engineer.
- g) Hereby acknowledges and agrees that should there be a deficiency in or failure to carry out any work or matter required by any clause of this Agreement, whether or not such work or matter is specifically secured by way of letter of credit, and the Owner fails to comply, within thirty (30) days written notice, with a direction to carry out such work or matter, the Township may draw on the letter of credit and enter onto the subject lands and complete all outstanding works or matters, and pay all costs and expenses incurred thereby from the proceeds so drawn.
- h) Hereby acknowledges and agrees that the Township reserves the right to draw on and use the letter of credit to complete any work or matter required to be done by the Owner pursuant to this Agreement. The Owner further acknowledges and agrees that, notwithstanding subsection 11(e) to this Agreement, in the event that the Municipality determines that any reduction in the letter of credit will create a shortfall with respect to securing the completion of any work or matter



remaining to be carried out by the Owner pursuant to this Agreement, the Municipality will not be obligated to reduce the letter of credit until such time as such work is completed to the satisfaction of the Municipality or the Municipality has sufficient security to ensure that such work will be completed.

12. In the event works are to be performed by the Owner, its servants or its agents on lands other than lands owned by the Township (the "Onsite Works") the Owner shall:
  - a) Provide the Township with, upon the earlier of (a) commencing any Onsite Works on the relevant lands, or (b) applying for a building permit, supply the Township with a letter of credit or other satisfactory security in an amount equal to 50% to a maximum of FIFTY THOUSAND DOLLARS (\$50,000) of the cost of works and facilities relating to onsite servicing, storm drainage, surface treatment of parking areas, landscaping, buffer strips, fencing, grading, curbing and similar physical improvement works (the "Onsite Works Security Deposit"). No interest shall be payable on any such security deposit.
  - b) Complete the said works and facilities within a period of one (1) year from the date of issuance of a building permit, or within two (2) years of the execution of this agreement by the Township if no building permit is required by the development provided for herein, and provide satisfactory proof of completion of the said works including survey, engineering, architectural (including landscape architect where required), or another professional certification, at the Owner's sole expense. When a substantial amount of the work is completed to the satisfaction of the Township, the Security may be reduced to an amount determined by the Township for each phase and shall not be further reduced until the Township has approved the works.
  - c) Upon failure of the Owner to complete the said works and facilities within the said one year period, the Township may draw on the said letter of credit or other satisfactory security, such amount or amounts as may be required to pay for the work done or to be done pursuant to the provisions of this section and the Township and/or its authorized agents are hereby authorized to enter upon the relevant lands to perform the said works and facilities.
13. The Owner shall grade the Lands and maintain the grading elevations in order to provide for surface drainage which shall be as provided for in the Approved Grading Plans. The Owner shall not use or cause or permit to be used any new construction on the Lands until after an as-built grading survey has been provided by an Ontario Land Surveyor and a professional engineer or architect has given the Township, at the Owner's expense, a letter of compliance for grading and drainage and Storm Water Management and signed by the engineer or architect certifying that all services, structures, works and facilities on or in the Lands which fall within the provisions of Section 41 of the *Planning Act* and are required for this development by the Plans and this Agreement and not contained within a building, have been installed and completed in a manner satisfactory to the engineer or architect.
14. The Owner covenants and agrees not to permit the Lands to drain otherwise than into a properly installed drainage system with proper catch basins and the grades and drainage facilities shall be so established as to provide roof water onto the internal system and maintain an on-site storm water management system to limit storm run-off from the site to a predevelopment rate of flow and to indemnify and save harmless the Township from any liability for excess run-off as a result of construction or development on the Lands.
15. The Owner covenants and agrees to implement and monitor on-site sediment and erosion control measures, during construction of this development, to the

- satisfaction of the Township and to allow the Township and its agents, in perpetuity, access to the Lands to inspect roof drains, inlet control devices and storm water management facilities.
16. The Owner is responsible for dust control of all dust resulting from the development, whenever necessary. To eliminate dust, the Owner may be required to apply dust suppressants, covering stockpiles of topsoil with tarps or applying ground cover to the areas that have been stripped and left undeveloped at the direction of the Township.
  17. The Township and Owner agree that the Owner may choose to develop the Lands in phases and in accordance with the approved phasing plan, as shown on the approved Plans. In such case, the Owner agrees as follows:
    - a) that the Owner will not apply for nor will the Township be obligated to issue a building permit for such phase(s) until the provisions of this section have been complied with and the Owner has provided evidence that servicing capacity is available to accommodate the particular development phase, to the satisfaction of the Township;
    - b) that the Owner shall submit to the Township for review and approval proper plans and specifications showing the works and facilities required for site plan approval of each phase;
    - c) that the Owner shall provide to the Township a letter of credit or other satisfactory security in an amount to be determined by the CAO or the Chief Building Official (the "CBO"), and the provisions of this Agreement shall apply to such security with respect to such phase(s); and
    - d) that the provisions of this Agreement shall apply to all such phases.
  18. The Owner covenants and agrees to make all necessary arrangements and to be solely responsible for the costs of removing and relocating any existing municipal or public services requiring relocation in the course of, or in connection with, the construction, installation or provision of the works, services and facilities under this Agreement.
  19. This Agreement shall be registered against title to the Lands at the Owner's expense. It is understood and agreed that, after this Agreement has been registered against title, it shall not be released by the Township. After all terms and conditions of this Agreement have been complied with to the satisfaction of the Township; the Township, upon request and at the Owner's expense, shall issue a Certificate of Compliance certifying compliance with this Agreement to the date of the Certificate.
  20. The Owner hereby grants to the Township, its servants, agents and contractors a license to enter onto the Lands and into structures for the purpose of inspecting the works and the Lands or for any other purpose pursuant to the rights of the Township under this Agreement.
  21. The Owner hereby grants, covenants, and agrees that the Township, its servants, agents and contractors shall be permitted to enter onto the Lands and into structures to conduct any required work deemed necessary by the Township in the event of default by the Owner and may recover any expenses incurred by drawing upon the Onsite Security Deposit and Offsite Security Deposit provided in paragraphs 11 and 12 for either Block.
  22. The covenants, agreements, conditions and understandings set out herein and in Schedule "B" hereto, which form part of this Agreement, shall run with the Lands and shall enure to the benefit of and be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns, as the case may be.
  23. If the proposed development governed by this Agreement is not commenced within two (2) years from the date of the execution of this Agreement, or if the

Owner does not make a submission for site plan approval of its broader development of the Lands within two (2) years from the date of the execution of this Agreement, the Township may, at its sole option and on sixty (60) days' notice to the Owner, declare this Agreement null and void and of no further force and effect. The refund of any fees, levies or other charges paid by the Owner pursuant to this Agreement shall be in the sole discretion of the Township, but under no circumstances will interest be paid on any refund.

- 24. Nothing in this Agreement constitutes a waiver of the Owner's duty to comply with any By-law of the Township or any other law.

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DRAFT

SITE PLAN AGREEMENT  
ROBERT'S FARM EQUIPMENT SALES INC.

7

THIS AGREEMENT is executed by the Township this \_\_\_\_ day of \_\_\_\_\_, 2023.

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

\_\_\_\_\_  
DARREN JONES – CHIEF BUILDING OFFICIAL  
I have authority to bind the corporation.

THIS AGREEMENT is executed by the Owner this \_\_\_\_ day of \_\_\_\_\_, 2023.

**ROBERT'S FARM EQUIPMENT SALES INC.**  
Per:

\_\_\_\_\_  
BRIAN OSTERNDORFF - PRESIDENT  
I/we have authority to bind the corporation.

DEVELOPER'S MAILING ADDRESS: 014945 Bruce Road 10, Chesley, ON, N0G 1L0  
DEVELOPER'S PHONE NUMBER: 519-372-5439  
DEVELOPER'S EMAIL ADDRESS: brian@robertsfarm.com

DRAFT

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

1. Robert's Farm Equipment Sales Inc., Township of Wellington North, Contract No. A6827, Engineer's Drawings prepared by Triton Engineering Services Limited, 105 Queen Street West, Unit 14 Fergus, ON N1M 1S6, bearing the signature and seal of C.P. Clark, P.Eng., Registered Professional Engineer over the date of 2023/11/24, including the following drawings:

DOCUMENT NUMBER	DOCUMENT NAME	REVISION NUMBER	REVISION DATE	PREPARED BY
01	Grading & Drainage Plan	4	NOV 2023	Triton Engineering Services Limited
02	Site Plan	4	NOV 2023	Triton Engineering Services Limited
	Stormwater Management Design Brief		October 25, 2023	Triton Engineering Services Limited

DRAFT

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

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

1. The Owner agrees that all the services, works, facilities and matters required under this Agreement located on the lands shall be maintained for the life of the proposed development covered by the Site Plan at the Owner's expense, including the stormwater management works, grass swales, gravel parking lot, fencing and landscaping. The Owner shall give the Township and its agents reasonable access on reasonable notice to the lands for the purpose of verification of compliance with the terms of this Agreement. The requirement includes, but is not limited to, the annual inspection of the SWM facility including erosion control.
2. Prior to start of construction, the Owner shall provide to the Township the Environmental Compliance Approval from the Ministry of the Environment, Conservation and Parks, for the SWM works.
3. The Owner shall ensure that gravel driveway and gravel access area maintenance activities shall not alter the intention of the drainage design, including the conveyance of all site runoff to the stormwater management pond for quantity and quality control, as per the approved Site Plan and Grading Plan.



## Staff Report

**To:** Mayor and Members of Council Meeting of December 11, 2023

**From:** Tammy Pringle, Development Clerk

**Subject:** **DC 2023-036, 2763605 ONTARIO INC.  
SITE PLAN AGREEMENT, 7514 WELLINGTON ROAD 109**

### RECOMMENDATION

**THAT** Council of the Township of Wellington North receive for information Report DC 2023-036 regarding the Final Approval of the 2763605 Ontario Inc. Site Plan Control Agreement.

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

- By-law 037-2023 Zoning By-law Amendment to revise the Agricultural Site Specific A-13 zone to expand the existing abattoir; dated May 23, 2023

### BACKGROUND

#### Subject Lands

The property is located in the south west quadrant of the Township, on the north side of Wellington County Road 109 and east of Concession 6 S.

The land holding is approximately 86 acres and is legally known as: PT LT 28 CON 5 ARTHUR TOWNSHIP; PT LT 29 CON 5 ARTHUR TOWNSHIP AS IN RON98748; WELLINGTON NORTH

#### The Proposal

The Owner has applied for Site Plan Approval from the Township to construct a 2,371 m<sup>2</sup> (24,521.23 ft<sup>2</sup>) addition to the existing building, including new processing facility, offices and washrooms, within the A-13 Agricultural Site Specific zone. This project will include site grading, servicing, storm water management control and a facility expansion.

#### Existing Policy Framework

The subject lands are designated (A) Agricultural, (NE) Natural Environment and (A-13) Agricultural Rural Exception Zones in the Township of Wellington North Zoning By-Law 66-01 and Prime Agricultural and Core Greenlands in the County of Wellington Official Plan.

### COMMENTS AND ANALYSIS

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

### COMMUNICATION PLAN

The executed site plan agreement will be forwarded to the Township's solicitor for registration.

**FINANCIAL CONSIDERATIONS**

None

**ATTACHMENTS**

- A. Location Map
- B. DRAFT Site Plan Agreement

**STRATEGIC PLAN 2019 – 2022**

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

- Yes
- No
- N/A

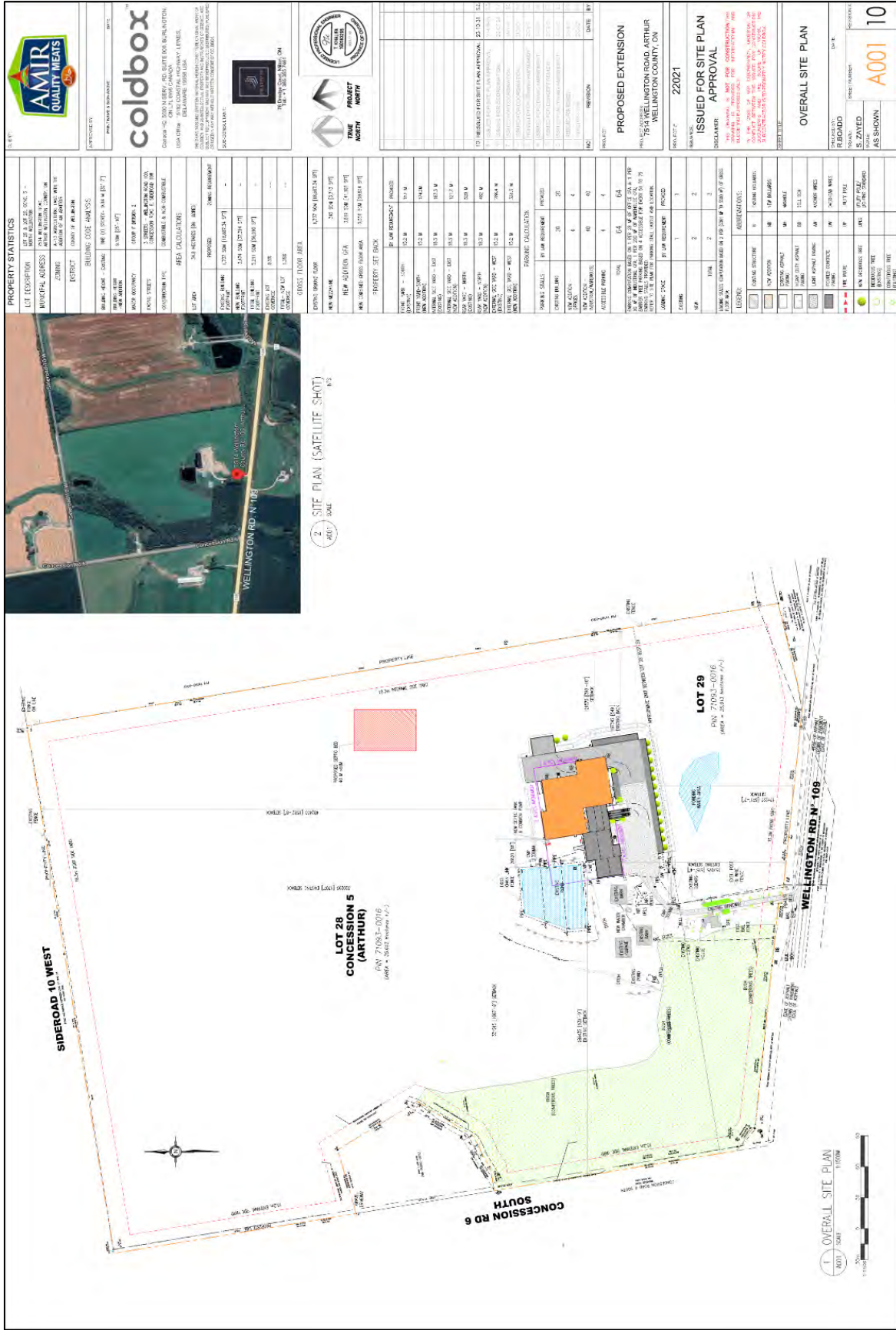
Which priority does this report support?

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

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



SCHEDULE A - Location Map



PROPERTY STATISTICS	
LIT DESCRIPTION	RESIDENTIAL COMMERCIAL
MUNICIPAL ADDRESS	2110 2nd St, West
ZONE	M2
ESTIMATED VALUE	1,200,000
BUILDING CODE REFERENCE	
PLANING CODE	IBC (2015)
MECHANICAL	ASHRAE 62.1-2010
ENERGY	ENERGY CODE 2008
PLUMBING	UPC 2015
ELECTRICAL	NEC 2017
CONCRETE	ACI 308
ASPHALT	MSMA 2017
AREA CALCULATIONS	
LOT AREA	10,000 SQ FT
FOOTPRINT	10,000 SQ FT
DECK	1,000 SQ FT
TOTAL COVERED	11,000 SQ FT
PERCENT COVERED	110%
PERCENT UNCOVERED	90%

PROPOSED EXTENSION		
NO.	22021	
ISSUED FOR SITE PLAN	APPROVAL	
ISSUED FOR CONSTRUCTION	NO	
ISSUED FOR RECORDING	NO	
ISSUED FOR FINANCING	NO	
ISSUED FOR OTHER	NO	
DATE	2/20/21	
PROPOSED EXTENSION		
755 W. WELLINGTON ROAD, ARTHUR, WELLS COUNTY, OH		
REVISIONS		
NO.	DATE	DESCRIPTION
1	2/20/21	ISSUED FOR SITE PLAN APPROVAL
PREPARED BY: [Name]		
CHECKED BY: [Name]		
APPROVED BY: [Name]		
SCALE: 1/8" = 1'-0"		

## SCHEDULE B –Site Plan Control Agreement

### SITE PLAN CONTROL AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

BETWEEN:

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH**  
(the "Township")  
OF THE FIRST PART

-and-

**2763605 ONTARIO INC.**  
(hereinafter collectively called the "Owner")  
OF THE SECOND PART

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

PT LT 28 CON 5 ARTHUR TOWNSHIP; PT LT 29 CON 5 ARTHUR TOWNSHIP AS IN  
RON98748; WELLINGTON NORTH

PIN: 71093-0016 (LT)

(hereinafter called the "Lands")

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

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

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

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

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

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

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

Agreement provided that such condition is waived or rescinded by Resolution of Council.

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

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

- a) Provide the Township with, upon the earlier of (a) commencing any Onsite Works on the relevant lands, or (b) applying for a building permit, supply the Township with a letter of credit or other satisfactory security in an amount equal to 50% to a maximum of FIFTY THOUSAND DOLLARS (\$50,000) of the cost of works and facilities relating to onsite servicing, storm drainage, surface treatment of parking areas, landscaping, buffer strips, fencing, grading, curbing and similar physical improvement works (the "Onsite Works Security Deposit"). No interest shall be payable on any such security deposit.
  - b) Complete the said works and facilities within a period of one (1) year from the date of issuance of a building permit, or within two (2) years of the execution of this agreement by the Township if no building permit is required by the development provided for herein, and provide satisfactory proof of completion of the said works including survey, engineering, architectural (including landscape architect where required), or another professional certification, at the Owner's sole expense. When a substantial amount of the work is completed to the satisfaction of the Township, the Security may be reduced to an amount determined by the Township for each phase and shall not be further reduced until the Township has approved the works.
  - c) Upon failure of the Owner to complete the said works and facilities within the said one year period, the Township may draw on the said letter of credit or other satisfactory security, such amount or amounts as may be required to pay for the work done or to be done pursuant to the provisions of this section and the Township and/or its authorized agents are hereby authorized to enter upon the relevant lands to perform the said works and facilities.
13. The Owner shall grade the Lands and maintain the grading elevations in order to provide for surface drainage which shall be as provided for in the Plans. The Owner shall not use or cause or permit to be used any new construction on the Lands until after an as-built grading survey has been provided by an Ontario Land Surveyor and a professional engineer or architect has given the Township, at the Owner's expense, a letter of compliance for grading and drainage and Storm Water Management and signed by the engineer or architect certifying that all services, structures, works and facilities on or in the Lands which fall within the provisions of Section 41 of the *Planning Act* and are required for this development by the Plans and this Agreement and not contained within a building, have been installed and completed in a manner satisfactory to the engineer or architect.
  14. The Owner covenants and agrees not to permit the Lands to drain otherwise than into a properly installed drainage system with proper catch basins and the grades and drainage facilities shall be so established as to provide roof water onto the internal system and maintain an on-site storm water management system to limit storm run-off from the site to a predevelopment rate of flow and to indemnify and save harmless the Township from any liability for excess run-off as a result of construction or development on the Lands.
  15. The Owner covenants and agrees to implement and monitor on-site sediment and erosion control measures, during construction of this development, to the satisfaction of the Township and to allow the Township and its agents, in perpetuity, access to the Lands to inspect roof drains, inlet control devices and storm water management facilities.
  16. The Owner is responsible for dust control of all dust resulting from the development, whenever necessary. To eliminate dust, the Owner may be required to apply dust suppressants, covering stockpiles of topsoil with tarps or applying ground cover to the areas that have been stripped and left undeveloped at the direction of the Township.
-

17. The Township and Owner agree that the Owner may choose to develop the Lands in phases and in accordance with the approved phasing plan, as shown on the approved Plans. In such case, the Owner agrees as follows:
- a) that the Owner will not apply for nor will the Township be obligated to issue a building permit for such phase(s) until the provisions of this section have been complied with and the Owner has provided evidence that servicing capacity is available to accommodate the particular development phase, to the satisfaction of the Township;
  - b) that the Owner shall submit to the Township for review and approval proper plans and specifications showing the works and facilities required for site plan approval of each phase;
  - c) that the Owner shall provide to the Township a letter of credit or other satisfactory security in an amount to be determined by the CAO or the Chief Building Official (the "CBO"), and the provisions of this Agreement shall apply to such security with respect to such phase(s); and
  - d) that the provisions of this Agreement shall apply to all such phases.
18. This Agreement shall be registered against title to the Lands at the Owner's expense. It is understood and agreed that, after this Agreement has been registered against title, it shall not be released by the Township. After all terms and conditions of this Agreement have been complied with to the satisfaction of the Township; the Township, upon request and at the Owner's expense, shall issue a Certificate of Compliance certifying compliance with this Agreement to the date of the Certificate.
19. The Owner hereby grants to the Township, its servants, agents and contractors a license to enter onto the Lands and into structures for the purpose of inspecting the works and the Lands or for any other purpose pursuant to the rights of the Township under this Agreement.
20. The Owner shall obtain from all mortgagees, charges and other persons having an interest in the Lands a postponement of their respective interests to this Agreement in a form satisfactory to the Township and said postponement(s) shall be registered against title to the Lands at the expense of the Owner so that this Agreement shall have priority over all other interests registered against the Lands. The Owner acknowledges and agrees that the site plan approval in respect of the Lands shall be conditional upon obtaining the above postponement documents and registering them against title to the Lands.
21. The covenants, agreements, conditions and understandings set out herein and in Schedule "B" hereto, which form part of this Agreement, shall run with the Lands and shall enure to the benefit of and be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns, as the case may be.
22. If the proposed development governed by this Agreement is not commenced within two (2) years from the date of the execution of this Agreement, or if the Owner does not make a submission for site plan approval of its broader development of the Lands within two (2) years from the date of the execution of this Agreement, the Township may, at its sole option and on sixty (60) days' notice to the Owner, declare this Agreement null and void and of no further force and effect. The refund of any fees, levies or other charges paid by the Owner pursuant to this Agreement shall be in the sole discretion of the Township, but under no circumstances will interest be paid on any refund.
23. Nothing in this Agreement constitutes a waiver of the Owner's duty to comply with any By-law of the Township or any other law.
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THIS AGREEMENT is executed by the Township this \_\_\_\_ day of \_\_\_\_\_, 2023.

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

\_\_\_\_\_  
DARREN JONES – CHIEF BUILDING OFFICIAL

I have authority to bind the corporation.

THIS AGREEMENT is executed by the owner this \_\_\_\_ day of \_\_\_\_\_, 2023.

**2763605 ONTARIO INC.**

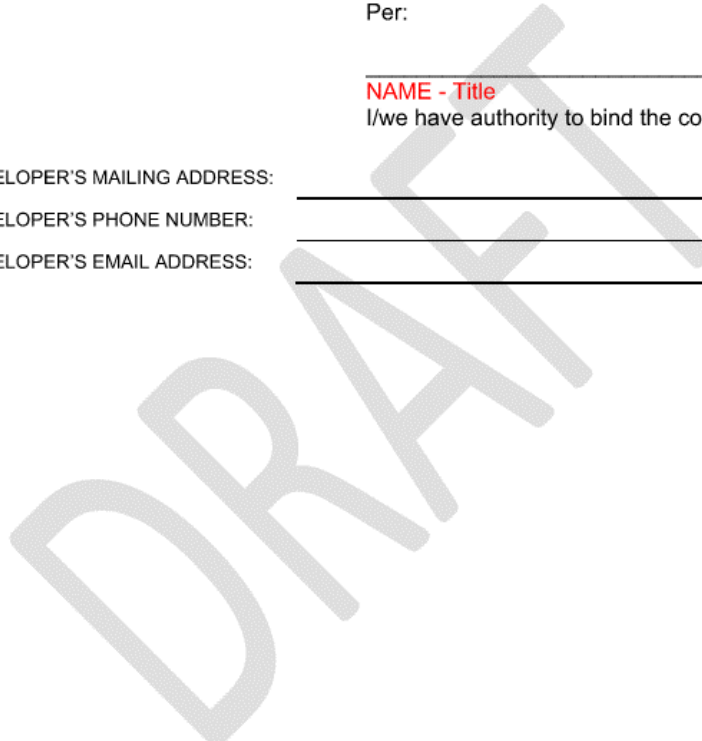
Per:

\_\_\_\_\_  
**NAME - Title**  
I/we have authority to bind the corporation.

DEVELOPER'S MAILING ADDRESS: \_\_\_\_\_

DEVELOPER'S PHONE NUMBER: \_\_\_\_\_

DEVELOPER'S EMAIL ADDRESS: \_\_\_\_\_





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

DOCUMENT NUMBER	DOCUMENT NAME	REVISION NUMBER	REVISION DATE	SEAL DATE	PREPARED BY
00	Cover Page	00	31 OCTOBER, 2023		Coldbox Builders
A001	Overall Site Plan	10	23-10-31	2023-11-03	Coldbox Builders
A002	Partial Site Plan	8	23-10-31	2023-11-03	Coldbox Builders
A003	Landscape Plan	1	23-10-31	2023-11-03	Coldbox Builders
A101	Overall Ground Floor Plan	2	23-10-31	2023-11-03	Coldbox Builders
A102	Partial Ground Floor Plan	12	23-10-31	2023-11-03	Coldbox Builders
A107	Mezzanine Floor Plan	3	23-10-31	2023-11-03	Coldbox Builders
A108	Overall Roof Plan	3	23-10-31	2023-11-03	Coldbox Builders
A110	Enlarged Ground Floor Plan	1	23-10-31	2023-11-03	Coldbox Builders
A111	Enlarged Mezzanine Floor Plan	1	23-10-31	2023-11-03	Coldbox Builders
A201	General Building Elevations	7	23-10-31	2023-11-03	Coldbox Builders
A202	General Building Elevations	7	23-10-31	2023-11-03	Coldbox Builders
A301	General Building Sections	4	23-10-31	2023-11-03	Coldbox Builders
SW1	Grading Plan	3	23-10-26	23-10-26	Coldbox Builders / Husson
SW2	Servicing Plan	3	23-10-26	23-10-26	Coldbox Builders / Husson
	Report on Geotechnical Investigation		August 14, 2023		DS Consultants Ltd.
	Noise Brief Letter		January 19, 2023		SS Wilson Associates
	Odour Best Management Practices - Brief Summary		January 19, 2023		ALTECH Environmental Consulting Ltd.
Sheet 1 of 2	Topographic Plan of Survey Plan: 36-23-1		May 16, 2023		Cunningham McConnell Limited
Sheet 2 of 2	Topographic Plan of Survey Plan: 36-23-1		May 16, 2023		Cunningham McConnell Limited
	Traffic Brief Letter		July 27, 2023		Amir Specialty Poultry

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

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

1. The Owner agrees that all the services, works, facilities and matters required under this Agreement located on the lands shall be maintained for the life of the proposed development covered by the Site Plan at the Owner's, and each subsequent Owner of Lots or Blocks within the development, expense, including the buried stormwater management works, grass swales, private fire hydrant, perimeter board fence, retaining wall, surface treatment of parking areas, line painting markings, signage, and landscaping. The Owner shall give the Township and its agents reasonable access on reasonable notice to the lands for the purpose of verification of compliance with the terms of this Agreement. The requirement includes, but is not limited to, the annual inspection and cleaning of the oil grit separator structure.
2. The property owner will allow Wellington North Fire Services and any mutual aid fire departments responding to use the cistern at any time if required for an incident in the area of the Township close to the property. Wellington North Fire Services will be responsible for replacing any water used if necessary and for any damage caused to the property owners property caused by trucks discharging water from the cistern.

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## Staff Report

**To:** Mayor and Members of Council, Meeting of December 11, 2023  
**From:** Darren Jones, Chief Building Official  
**Subject:** CBO 2023-15 City of Guelph By-law Enforcement Services

### RECOMMENDATION

**THAT** the Council of the Corporation of the Township of Wellington North receive Report CBO 2023-15 being a report on the City of Guelph By-law Enforcement Services;

**AND THAT** the Council of the Township of Wellington North authorizes the Mayor and Clerk to sign the by-law to enter into an agreement with the City of Guelph for the purposes of providing By-law Enforcement Services to the Township of Wellington North.

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

1. CBO 2017-08 By-law Enforcement Contract Position
2. CBO 2021-13 Closed Session - City of Guelph By-law Enforcement Services – PILOT
3. CBO 2021-15 City of Guelph By-law Enforcement Services – PILOT
4. CBO 2022-13 City of Guelph By-law Enforcement Services – 6 Month Extension
5. CBO 2023-07 City of Guelph By-law Enforcement Services – 6 Month Extension

### BACKGROUND

The pilot agreement term ran from January 1, 2022 to December 31, 2022 and was extended for an additional 12 months allowing all parties to assess the success of the collaboration, making changes if needed.

Township staff are happy with the level of service and professionalism provided by the City of Guelph. Township and City staff regularly collaborate on complex projects and discuss the day to day projects.

### FINANCIAL CONSIDERATIONS

The draft 2024 budget accommodates continued by-law enforcement services provided by the City of Guelph.

### ATTACHMENTS

1. Service Agreement: with By-law in this agenda.

**STRATEGIC PLAN 2019 – 2022**

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

- Yes                       No                       N/A

Which priority does this report support?

- Modernization and Efficiency                       Partnerships  
 Municipal Infrastructure                       Alignment and Integration

<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 December 11, 2023  
**From:** Darren Jones, Chief Building Official  
**Subject:** CBO 2023-16 Building Permit Review for the month of October 2023

### RECOMMENDATION

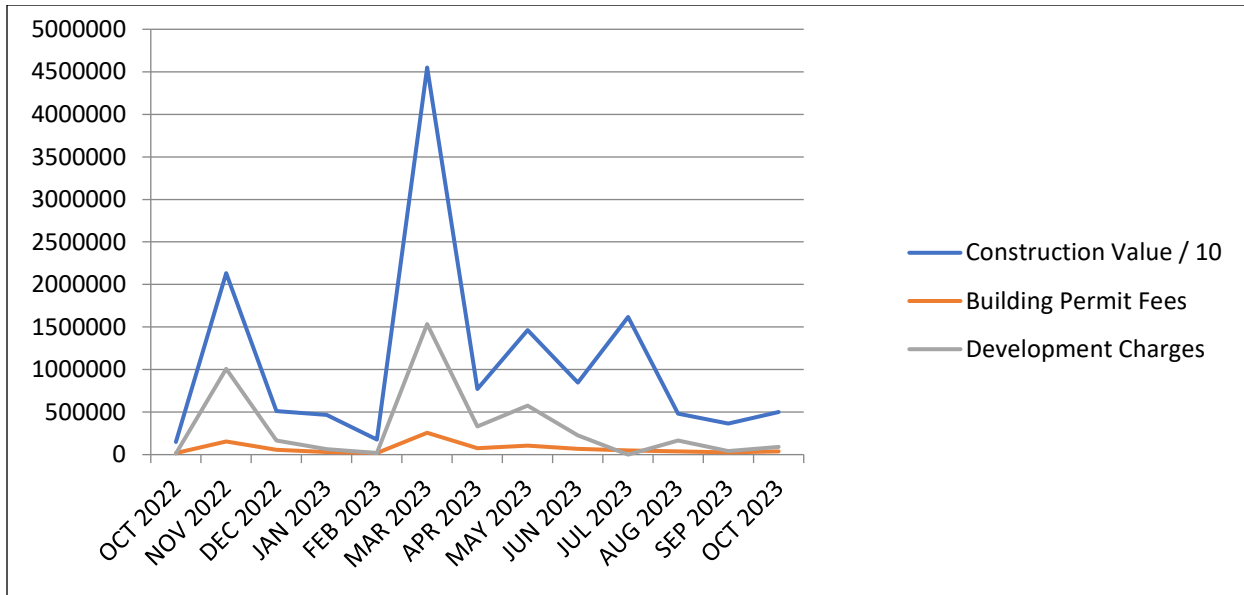
**THAT** the Council of the Corporation of the Township of Wellington North receive Report CBO 2023-16 being the Building Permit Review for the month of October 2023.

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

None.

### BACKGROUND

PROJECT DESCRIPTION	PERMITS ISSUED	CONSTRUCTION VALUE	PERMIT FEES	DEVELOPMENT CHARGES
Single Family Dwelling	4	1,620,000.00	12,000.00	46,062.81
Multi Family Dwelling	3	2,250,000.00	15,400.00	44,677.83
Additions / Renovations	1	250,000.00	2,155.16	0.00
Garages / Sheds	3	100,000.00	2,019.72	0.00
Pool Enclosures / Decks	1	70,000.00	130.00	0.00
Commercial	0	0.00	0.00	0.00
Assembly	0	0.00	0.00	0.00
Industrial	0	0.00	0.00	0.00
Institutional	0	0.00	0.00	0.00
Agricultural	3	642,000.00	3,291.31	0.00
Sewage System	5	87,200.00	2,080.00	0.00
Demolition	0	0.00	0.00	0.00
Monthly Total	20	5,019,200.00	37,076.19	90,740.64
Total Year to Date	283	113,339,550.00	710,263.17	3,087,659.47
12 Month Average	28	11,573,712.50	76,409.38	352,221.29



10 Year Monthly Average	21	3,224,256.00	30,175.30	86,219.70
10 Year, Year to Date Average	246	49,239,765.10	383,470.65	961,237.19

**FINANCIAL CONSIDERATIONS**

None.

**ATTACHMENTS**

None.

**STRATEGIC PLAN 2019 – 2022**

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

- Yes
  No
  N/A

Which priority does this report support?

- Modernization and Efficiency
  Partnerships  
 Municipal Infrastructure
  Alignment and Integration

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



# Staff Report

**To:** Mayor and Members of Council, Meeting of December 11, 2023  
**From:** Darren Jones, Chief Building Official  
**Subject:** CBO 2023-17 Building Permit Review for the month of November 2023

**RECOMMENDATION**

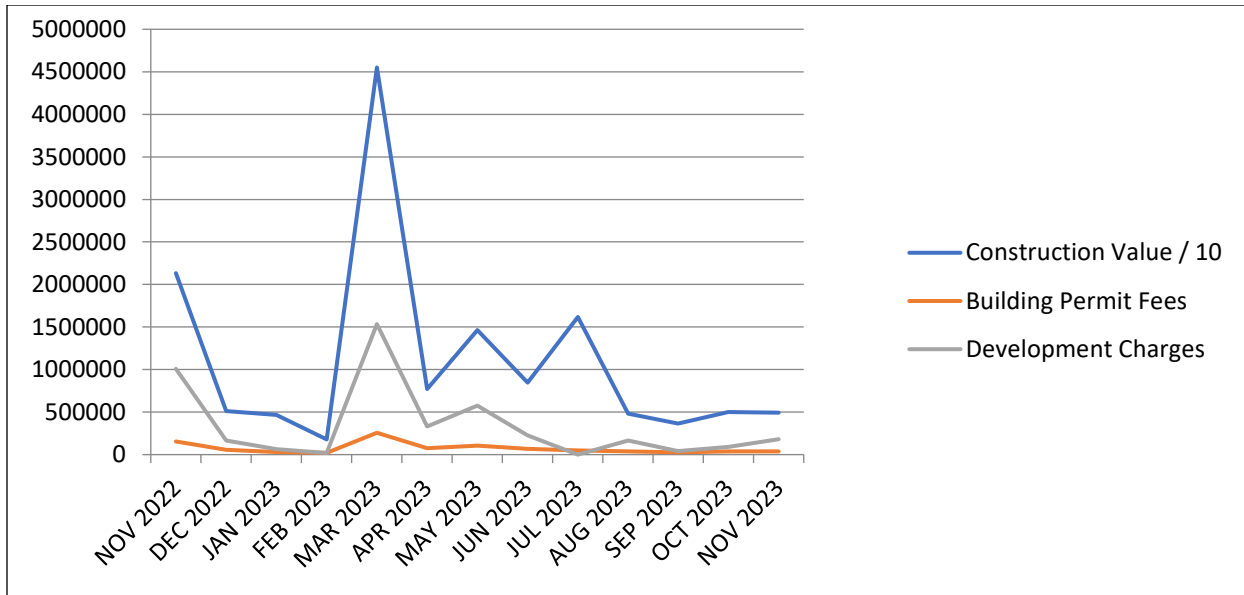
**THAT** the Council of the Corporation of the Township of Wellington North receive Report CBO 2023-17 being the Building Permit Review for the month of November 2023.

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

None.

**BACKGROUND**

PROJECT DESCRIPTION	PERMITS ISSUED	CONSTRUCTION VALUE	PERMIT FEES	DEVELOPMENT CHARGES
Single Family Dwelling	5	3,484,000.00	20,800.00	134,758.98
Multi Family Dwelling	1	950,000.00	9,600.00	47,543.49
Additions / Renovations	1	2,000.00	260.00	0.00
Garages / Sheds	3	205,000.00	1,816.99	0.00
Pool Enclosures / Decks	3	19,700.00	484.81	0.00
Commercial	2	88,000.00	1,569.36	0.00
Assembly	0	0.00	0.00	0.00
Industrial	0	0.00	0.00	0.00
Institutional	0	0.00	0.00	0.00
Agricultural	2	140,000.00	2,032.00	0.00
Sewage System	1	20,000.00	390.00	0.00
Demolition	1	25,000.00	130.00	0.00
Monthly Total	19	4,933,700.00	37,083.16	182,302.47
Total Year to Date	303	118,273,250.00	747,346.33	3,269,961.94
12 Month Average	26	10,207,020.83	66,653.11	283,467.46



10 Year Monthly Average	18	4,614,400.00	38,690.78	175,473.58
10 Year, Year to Date Average	264	53,498,616.10	418,671.63	1,248,456.71

**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



12/04/23

**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>
79849	Bell Mobility	11/15/23	\$1,431.93
79850		11/15/23	\$402.28
79851	Canadian Tire #066	11/15/23	\$38.41
79852	Conestoga College	11/15/23	\$300.00
79853	Country Creations of Mt Forest	11/15/23	\$120.86
79854		11/15/23	\$1,000.00
79855	Eastlink	11/15/23	\$536.75
79856		11/15/23	\$161.01
79857	Hydro One Networks Inc.	11/15/23	\$313.31
79858	JB Mobile Undercoating	11/15/23	\$4,231.85
79859	King's Court Apartments Inc.	11/15/23	\$5,000.00
79860	Mount Forest Foodland	11/15/23	\$126.41
79861	Premier Equipment Ltd.	11/15/23	\$1,921.47
79862	Principles Integrity	11/15/23	\$1,165.31
79863	Record Tel Inc.	11/15/23	\$541.63
79864	Royal Bank Visa	11/15/23	\$240.61
79865	Staples Professional	11/15/23	\$395.77
79866	The Imagination Space	11/15/23	\$1,500.41
79867		11/15/23	\$4,300.00
79868	Trevor Roberts Auto Repair	11/15/23	\$1,883.38
79869	Enbridge Gas Inc.	11/15/23	\$585.91
79870	Ward & Uptigrove Consulting &	11/15/23	\$565.00
79871	Waste Management	11/15/23	\$1,223.03
79872	Wightman Telecom Ltd.	11/15/23	\$883.26
EFT0005854	ALS Laboratory Group	11/15/23	\$3,245.93
EFT0005855	Arthur Home Hardware Building	11/15/23	\$362.75
EFT0005856	Arthurs Fuel	11/15/23	\$1,815.42
EFT0005857	B & B Custom Crushing	11/15/23	\$23,730.00
EFT0005858	B. Richardson Transport Ltd.	11/15/23	\$2,220.94
EFT0005859	Balaklava Audio	11/15/23	\$14,108.10
EFT0005860	B M Ross and Associates	11/15/23	\$1,111.92
EFT0005861	Brent D. Rawn Electric	11/15/23	\$4,126.76
EFT0005862	Broadline Equipment Rental Ltd	11/15/23	\$194.93
EFT0005863	CARQUEST Arthur Inc.	11/15/23	\$561.55
EFT0005864	Cimco Refrigeration	11/15/23	\$3,579.50
EFT0005865	City of Guelph	11/15/23	\$1,736.81
EFT0005866	Clark Bros Contracting	11/15/23	\$6,152.85
EFT0005867	Decker's Tire Service	11/15/23	\$2,996.76
EFT0005868	Delta Elevator Co. Ltd.	11/15/23	\$986.22
EFT0005869	Eric Cox Sanitation	11/15/23	\$742.92
EFT0005870	FOSTER SERVICES/822498 ONT INC	11/15/23	\$1,130.00
EFT0005871	Ideal Supply Inc.	11/15/23	\$1,073.09
EFT0005872	K Smart Associates Limited	11/15/23	\$3,390.00
EFT0005873	Lange Bros.(Tavistock) Ltd	11/15/23	\$12,924.38
EFT0005874	Maple Lane Farm Service Inc.	11/15/23	\$389.79
EFT0005875	MCAP Service Corporation	11/15/23	\$3,283.36
EFT0005876		11/15/23	\$175.03
EFT0005877	Ontario One Call	11/15/23	\$104.53
EFT0005878	Ont Clean Water Agency	11/15/23	\$32,717.56

Cheque Number	Vendor Cheque Name	Cheque Date	Amount
EFT0005879	Pryde Truck Service Ltd.	11/15/23	\$14,956.79
EFT0005880	R&R Pet Paradise	11/15/23	\$2,519.92
EFT0005881	Resurface Corporation	11/15/23	\$305.10
EFT0005882	Risolv IT Solutions Ltd	11/15/23	\$7,288.50
EFT0005883	ROBERTS FARM EQUIPMENT	11/15/23	\$77.39
EFT0005884	Suncor Energy Inc.	11/15/23	\$2,793.03
EFT0005885		11/15/23	\$469.56
EFT0005886	Wellington Advertiser	11/15/23	\$690.42
EFT0005887	Wellington Comfort Systems Ltd	11/15/23	\$339.00
EFT0005888	Work Equipment Ltd.	11/15/23	\$2,215.72
EFT0005889	Young's Home Hardware Bldg Cen	11/15/23	\$132.61
EFT0005890	CFRS Inc.	11/16/23	\$393,387.82
79873	Abell Pest Control Inc	11/30/23	\$152.43
79874	Arthur and District Chamber of	11/30/23	\$100.00
79875	Arthur Foodland	11/30/23	\$196.76
79876	Arthur ACE Hardware	11/30/23	\$30.47
79877	Bluewater Fire & Security	11/30/23	\$514.15
79878		11/30/23	\$169.99
79879	Canada Heavy Equipment College	11/30/23	\$1,677.00
79880	Chalmers Fuels Inc	11/30/23	\$2,359.91
79881	Chicken Thicka Farm	11/30/23	\$1,300.00
79882	Cook School Bus Lines Ltd	11/30/23	\$540.14
79883	Cordon Canada LTD	11/30/23	\$1,900.00
79884	Cotton's Auto Care Centre	11/30/23	\$310.75
79885	Dependable Emergency Vehicles	11/30/23	\$1,108.62
79886	Emission Testing on the Spot	11/30/23	\$542.40
79887	Everything Asphalt	11/30/23	\$1,080.60
79888	Go Glass & Accessories	11/30/23	\$361.60
79889	Green Tractors Brampton	11/30/23	\$4,209.25
79890		11/30/23	\$2,050.74
79891	Hydro One Networks Inc.	11/30/23	\$1,067.73
79892	Information Network Systems	11/30/23	\$580.82
79893	JBF Controls Ltd	11/30/23	\$169.50
79894	JD Mobile Repair Service	11/30/23	\$1,135.76
79895	Manulife Financial	11/30/23	\$36,134.65
79896		11/30/23	\$1,900.00
79897		11/30/23	\$734.50
79898		11/30/23	\$252.00
79899	Mount Forest Foodland	11/30/23	\$1,040.01
79900		11/30/23	\$293.74
79901	Nu-media Display Systems Inc.	11/30/23	\$620.37
79902	Peavey Mart	11/30/23	\$139.58
79903	QMI-SAI Canada Limited	11/30/23	\$2,678.31
79904	Royal Bank Visa	11/30/23	\$2,540.56
79905	Royal Canadian Legion	11/30/23	\$80.00
79906	Sauder Transport Ltd.	11/30/23	\$5,400.00
79907	Sitech Eastern Canada Ltd.	11/30/23	\$991.01
79908	Staples Professional	11/30/23	\$5,672.66
79909		11/30/23	\$752.06
79910	TD Wealth	11/30/23	\$847.52
79911	Telizon Inc.	11/30/23	\$763.09
79912	Trevor Roberts Auto Repair Inc	11/30/23	\$1,113.52
79913	Township of Centre Wellington	11/30/23	\$3,264.25
79914	Twp of Wellington North	11/30/23	\$1,058.81
79915	Enbridge Gas Inc.	11/30/23	\$594.08

<b>Cheque Number</b>	<b>Vendor Cheque Name</b>	<b>Cheque Date</b>	<b>Amount</b>
79916	Wellington County Fire Chiefs	11/30/23	\$250.00
79917	Wightman Telecom Ltd.	11/30/23	\$153.93
79918	Workplace Safety & Ins Board	11/30/23	\$10,377.98
79919	World Water Operator Training	11/30/23	\$858.80
EFT0005891	Agrisan SC Pharma	11/30/23	\$9,248.73
EFT0005892	Arthur Home Hardware Building	11/30/23	\$25.29
EFT0005893	Artic Clear 1993 Inc.	11/30/23	\$93.50
EFT0005894	BackSpace Computer	11/30/23	\$4,576.50
EFT0005895	B M Ross and Associates	11/30/23	\$45,426.26
EFT0005896	Broadline Equipment Rental Ltd	11/30/23	\$220.35
EFT0005897	Canada's Finest Coffee	11/30/23	\$191.50
EFT0005898	CARQUEST Arthur Inc.	11/30/23	\$625.42
EFT0005899	CMT Engineering Inc.	11/30/23	\$6,662.48
EFT0005900	Coffey Plumbing, Div. of KTS P	11/30/23	\$2,256.61
EFT0005901	County of Wellington	11/30/23	\$3,435.00
EFT0005902	Canadian Union of Public Emplo	11/30/23	\$2,028.69
EFT0005903	Custom Rock Creations	11/30/23	\$395.50
EFT0005904	Duncan, Linton LLP, Lawyers	11/30/23	\$719.80
EFT0005905	Eric Cox Sanitation	11/30/23	\$818.80
EFT0005906		11/30/23	\$350.00
EFT0005907		11/30/23	\$53.00
EFT0005908		11/30/23	\$31.20
EFT0005909	Hort Manufacturing (1986) Ltd.	11/30/23	\$384.02
EFT0005910	Ideal Supply Inc.	11/30/23	\$66.91
EFT0005911	Industrial Alliance Insurance	11/30/23	\$173.59
EFT0005912	KORE Mechanical Inc.	11/30/23	\$3,402.68
EFT0005913	K Smart Associates Limited	11/30/23	\$15,808.31
EFT0005914	Lange Bros.(Tavistock) Ltd	11/30/23	\$4,237.50
EFT0005915	Lavis Contracting Co. Ltd.	11/30/23	\$171,818.40
EFT0005916	M & L Supply, Fire & Safety	11/30/23	\$378.03
EFT0005917	Maple Lane Farm Service Inc.	11/30/23	\$141.70
EFT0005918	Midcom	11/30/23	\$1,245.29
EFT0005919	MRC Systems Inc	11/30/23	\$4,190.61
EFT0005920	Midwest Co-operative Services	11/30/23	\$658.18
EFT0005921	Officer's Auto Care Inc.	11/30/23	\$114.02
EFT0005922	Ont Mun Employee Retirement	11/30/23	\$55,285.94
EFT0005923	Print One	11/30/23	\$78.87
EFT0005924	Purolator Inc.	11/30/23	\$5.25
EFT0005925	R&R Pet Paradise	11/30/23	\$3,210.92
EFT0005926	Resurface Corporation	11/30/23	\$363.86
EFT0005927	R. J. Burnside & Assoc. Ltd.	11/30/23	\$10,438.33
EFT0005928	Sanigear	11/30/23	\$198.88
EFT0005929	SGS Canada Inc.	11/30/23	\$2,053.81
EFT0005930	Suncor Energy Inc.	11/30/23	\$9,431.89
EFT0005931	Town of Minto	11/30/23	\$856.08
EFT0005932	Triton Engineering Services	11/30/23	\$94,074.33
EFT0005933	Viking Cives Ltd	11/30/23	\$367.27
EFT0005934	Wellington Advertiser	11/30/23	\$282.50
EFT0005935	Wellington North Power	11/30/23	\$70,092.74
EFT0005936	Young's Home Hardware Bldg Cen	11/30/23	\$300.17
	<b>Total Amount of Cheques:</b>		<b>\$1,203,794.31</b>



# Staff Report

**To:** Mayor and Members of Council Meeting of December 11, 2023

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

**Subject:** FIRE 2023-04 Purchasing New Self-Contained Breathing Apparatus Fill Station and Compressor

## RECOMMENDATION

**THAT** Council of the Corporation of the Township of Wellington North receive Report FIRE 2023-04 being a report on the awarding of purchase of a SCBA fill station and compressor;

**AND THAT** Council accept this report and award the purchase to AJ Stone for a SCBA fill station and compressor for the amount of \$62,447 +HST.

## PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

N/A

## BACKGROUND

As part of the 2023 purchase for new self-contained breathing apparatus (SCBA), Fire and Emergency Services is also required to purchase a new fill station and compressor to fill the cylinders for the new apparatus. The new SCBA are rated at 4,500psi compared to 2,215psi for the old bottles. This required an upgrade to our entire fill station to accommodate the new apparatus.

The purchase price for the new SCBA came in slightly higher than anticipated, which requires additional funding be requested in the 2024 capital budget to support this purchase. The amount is part of the 2024 draft capital budget, and staff is recommending pre-approval of the purchase before the 2024 budget is finalized.

A request for tender for the purchase was advertised with a closing date of November 16, 2023. The Town received four (4) submissions as outlined in the chart below.

Company	Palmerston Fire Hall (excluding HST)	Mount Forest Fire Hall (excluding HST)	Total (excluding HST)
GTA Compressor Solutions	\$86,271.60	\$86,271.60	\$172,543.20
M&L Supply, Fire and Safety	\$76,875.00	\$75,975.00	\$152,850.00

Firechek Protection Services	\$67,026.16	\$65,812.05	\$132,838.21
AJ Stone	\$63,447.00	\$62,447.00	\$125,894.00

AJ Stone company was successful in getting the order for the new SCBA harnesses, so this will complement this purchase for completing delivery, setup and training on all of the new apparatus. Delivery for the new compressor and fill station is predicted to take upwards of 16 weeks. Staff are coordinating delivery of all new product at similar times so we can complete the training in a timely fashion in order to get everything into service.

A similar report went to Minto Council and was approved for purchase for their share.

### FINANCIAL CONSIDERATIONS

The total cost for all pieces of the SCBA fill station and compressor is \$62,447 +HST which was a 2024 Capital budget item.

### ATTACHMENTS

### STRATEGIC PLAN 2019 – 2022

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

Yes
                 
  No
                 
  N/A

Which priority does this report support?

Modernization and Efficiency
                 
  Partnerships  
 Municipal Infrastructure
                 
  Alignment and Integration

**Prepared By:** Chris Harrow, Director of Fire Services

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



# Staff Report

**To:** Mayor and Members of Council Meeting of November 20, 2023

**From:** Tammy Stevenson, Senior Project Manager

**Subject:** OPS 2023-043 Public Information Centre – Capital Projects

**RECOMMENDATION**

**THAT** Council of the Corporation of the Township of Wellington North receive for information Report OPS 2023-043 being a report on Public Information Centre – Capital Projects.

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

N/A

**BACKGROUND**

On October 24 and October 25, 2023, the township hosted a Public Information Centre (PIC) for Capital Projects at the Mount Forest and District Sports Complex and Arthur Community Hall respectively.

Design concepts were prepared for by Township’s consulting engineers, B.M. Ross and Associates Limited and Triton Engineering Services Limited. Reconstruction designs drawings that were on display ranged between 65%-85% complete as follows:

John Street, Mount Forest (Queen Street W to Waterloo Street)	Smith Street, Arthur (Wells St to Conestoga St)
Fergus Street North, Mount Forest (Wellington St to Birmingham St)	Clarke Street, Arthur (Smith St to Domville St)
Fergus Street North, Mount Forest (Birmingham St to Durham St)	Adelaide Street, Arthur (Conestoga St to Clarke St)
Fergus Street North, Mount Forest (Durham St to Sligo Road)	

The following proposed capital works drawings were also on display:

- 2024 Sidewalk Program
- 2024 Asphalt Program
- 2024 Structure repair and replacement Program
- Pedestrian Crossover designs

A survey was made available to attendees to solicit feedback on the capital projects presented, and an electronic version was available on the Township website. Public comments were

posted with a closing date of November 20, 2023. All surveys results that were received have been included in the consolidated survey information found in Attachment 1. Highlight of the concerns that were expressed as part of the feedback include:

- Removal of large mature trees on both John Street and Fergus Street
- Replacement trees to be larger size than current Municipal Servicing Standards
- Using municipal funds to “fix” a private business’s parking/traffic issues
- Enforce traffic control measures (no parking) on John Street rather than reconstruct
- Lack of enforcement of traffic laws
- Close the entrance to Tim Horton’s off of John Street to drive through traffic
- Force Tim Horton’s to move
- Close Tim Horton’s John Street entrance
- Left turn lane on John Street
- Make John Street a one way street
- Foodland was expected to contribute to the cost of managing traffic for their business at the North end, why isn’t Tim Horton’s paying to fix their own problem
- Hire an arborist
- Alternative construction methods (i.e. directionally bore) to save trees
- Sidewalk running grade to be smooth
- Mountable curb to allow for parking on backside of curb
- Safety of children travelling to and from school
- Storm service and private sump pump connections
- Paving of boulevards versus grass
- House frontage grass and driveway impacts

A petition titled “Keep the Forest in Mount FOREST” with 216 signatures was submitted at the November 20, 2023, Council meeting as found in Attachment 2.

### **Next Steps**

Staff will continue to work with our consultants to review the reconstruction projects design of John Street between Waterloo Street and Queen Street West and Fergus Street between Birmingham Street and Sligo Road. Feedback that was received from the survey will be reviewed and incorporate into the design as appropriate and where practical to help minimize the impact to tree removals and other comments received. Further consultation with all stake holders will be completed.

Staff are recommending that the reconstruction of Fergus Street North between Wellington Street and Birmingham Street be constructed in 2024 and is included in the draft 2024 Capital Works Budget. Staff have been working with our consultants to review the design to limit the impact to tree removals.

Staff will review current tree policies, Municipal Servicing Standards and provide recommendations to Council.

<b>FINANCIAL CONSIDERATIONS</b>
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Additional funds have been requested as part of the draft 2024 budget for John Street to complete additional design work.

<b>ATTACHMENTS</b>
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Attachment 1 – Survey feedback that were received from the PIC in October 2023

Attachment 2 – Keep the Forest in Mount FOREST petition

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

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

Yes

No

N/A

Which priority does this report support?

Modernization and Efficiency

Partnerships

Municipal Infrastructure

Alignment and Integration

<b>Prepared By:</b>	Tammy Stevenson, Senior Project Manager	<i>Tammy Stevenson</i>
<b>Recommended By:</b>	Brooke Lambert, Chief Administrative Officer	<i>Brooke Lambert</i>





**WELLINGTON NORTH**  
SEMPER PORRO

**CAPITAL PROJECTS PUBLIC INFORMATION CENTRE  
PUBLIC SURVEY  
OCTOBER 24 AND 25, 2023**

1. Contact Information	
Anonymous:	<input type="checkbox"/>
Name:	[REDACTED]
Addresses:	[REDACTED]
Phone Number:	[REDACTED]
Email:	[REDACTED]
Mailing List for Project Updates	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

2. Capital Project – Please select project that you wish to submit comments to	
<input checked="" type="checkbox"/> John Street, Mount Forest (Queen Street W to Waterloo Street)	<input checked="" type="checkbox"/> Smith Street, Arthur (Wells St to Conestoga St)
<input checked="" type="checkbox"/> Fergus Street North, Mount Forest (Wellington St to Birmingham St)	<input checked="" type="checkbox"/> Clarke Street, Arthur (Smith St to Donville St)
<input checked="" type="checkbox"/> Fergus Street North, Mount Forest (Birmingham St to Durham St)	<input type="checkbox"/> Adelaide Street, Arthur (Conestoga St to Clarke St)
<input checked="" type="checkbox"/> Fergus Street North, Mount Forest (Durham St to Sligo Road)	<input checked="" type="checkbox"/> Other:

3. Comments related specifically to my property	
Do you have a sump pump?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Preferred storm service location	
Unique situation on my property to highlight	



**4. Additional Comments**

1. consult a certified arborist when designing proposed plans for road & utility upgrades. if trees are being impacted, a professional should be reviewing the design to review best options to preserve large mature trees.
  2. the removal of trees will ultimately change the landscape of the area. as you are aware, benefit of trees include many positive aspects of the site (water retention / aesthetics / psychological improvements / shade etc etc.)
  3. please review various methods of construction to ~~accommodate~~ accommodate existing trees. we want to see the existing trees retained. one option; tunnel method vs trenching. abandon existing utilities & torpedo in new upgrades. no need to open trench the entire site to install utilities. this is one example to protect our assets
  4. provide a tree protection plan, where tree protection boarding be installed @ appropriate distances to ensure minimal compaction to tree root plates to ensure longevity of tree health.
  5. sidewalks & removal of sidewalks should not require removal of trees. depth of proposed sidewalk should not impact deep roots - again this would need to be reviewed by arborist
  6. INSTALL Soil Cells to accommodate utilities & tree roots.
- IF YOU NEED ANY help in regards to trees - call me!  
I am a [redacted] & [redacted] certified. I am also  
a [redacted] Capital Projects -




**WELLINGTON NORTH**  
SEMPER PORRO

**CAPITAL PROJECTS PUBLIC INFORMATION CENTRE  
PUBLIC SURVEY  
OCTOBER 24 AND 25, 2023**

1. Contact Information	
Anonymous:	<input type="checkbox"/>
Name:	[REDACTED]
Addresses:	[REDACTED]
Phone Number:	[REDACTED]
Mailing List for Project Updates	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

2. Capital Project – Please select project that you wish to submit comments to	
<input type="checkbox"/> John Street, Mount Forest (Queen Street W to Waterloo Street)	<input type="checkbox"/> Smith Street, Arthur (Wells St to Conestoga St)
<input checked="" type="checkbox"/> Fergus Street North, Mount Forest (Wellington St to Birmingham St)	<input type="checkbox"/> Clarke Street, Arthur (Smith St to Domville St)
<input type="checkbox"/> Fergus Street North, Mount Forest (Birmingham St to Durham St)	<input type="checkbox"/> Adelaide Street, Arthur (Conestoga St to Clarke St)
<input type="checkbox"/> Fergus Street North, Mount Forest (Durham St to Sligo Road)	<input type="checkbox"/> Other:

3. Comments related specifically to my property	
Do you have a sump pump?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Preferred storm service location	 do not need
Unique situation on my property to highlight	tree concerned, trees in front to remain, as per diagram reviewed Oct. 25/23



**4. Additional Comments**



**WELLINGTON NORTH**  
SEMPER PORRO

**CAPITAL PROJECTS PUBLIC INFORMATION CENTRE  
PUBLIC SURVEY  
OCTOBER 24 AND 25, 2023**

1. Contact Information	
Anonymous:	<input type="checkbox"/>
Name:	[REDACTED]
Addresses:	[REDACTED]
Phone Number:	[REDACTED]
Mailing List for Project Updates	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

2. Capital Project – Please select project that you wish to submit comments to	
<input type="checkbox"/> John Street, Mount Forest (Queen Street W to Waterloo Street)	<input type="checkbox"/> Smith Street, Arthur (Wells St to Conestoga St)
<input type="checkbox"/> Fergus Street North, Mount Forest (Wellington St to Birmingham St)	<input type="checkbox"/> Clarke Street, Arthur (Smith St to Domville St)
<input type="checkbox"/> Fergus Street North, Mount Forest (Birmingham St to Durham St)	<input type="checkbox"/> Adelaide Street, Arthur (Conestoga St to Clarke St)
<input checked="" type="checkbox"/> Fergus Street North, Mount Forest (Durham St to Sligo Road)	<input type="checkbox"/> Other:

3. Comments related specifically to my property	
Do you have a sump pump?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Preferred storm service location	?
Unique situation on my property to highlight	Concrete driveway must <u>not</u> be disturbed light post also must not be disturbed



**4. Additional Comments**


Every effort must be made  
to save those trees!!

@ my end all the 100yrs +  
tree are destined to be cut.

use horizontal boring to  
access series.

Maybe there are other ways.

+ this cutting down devaluates  
my property!!!

 trees!!



**WELLINGTON NORTH**  
SEMPER PORRO

**CAPITAL PROJECTS PUBLIC INFORMATION CENTRE  
PUBLIC SURVEY  
OCTOBER 24 AND 25, 2023**

1. Contact Information	
Anonymous:	<input type="checkbox"/>
Name:	[REDACTED]
Addresses:	[REDACTED]
Phone Number:	[REDACTED]
Mailing List for Project Updates	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

2. Capital Project – Please select project that you wish to submit comments to	
<input checked="" type="checkbox"/> John Street, Mount Forest (Queen Street W to Waterloo Street)	<input type="checkbox"/> Smith Street, Arthur (Wells St to Conestoga St)
<input type="checkbox"/> Fergus Street North, Mount Forest (Wellington St to Birmingham St)	<input type="checkbox"/> Clarke Street, Arthur (Smith St to Domville St)
<input type="checkbox"/> Fergus Street North, Mount Forest (Birmingham St to Durham St)	<input type="checkbox"/> Adelaide Street, Arthur (Conestoga St to Clarke St)
<input type="checkbox"/> Fergus Street North, Mount Forest (Durham St to Sligo Road)	<input type="checkbox"/> Other:

3. Comments related specifically to my property	
Do you have a sump pump?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Preferred storm service location	WHERE IT PRESENTLY EXISTS
Unique situation on my property to highlight	I ALREADY HAVE A 4" DRAIN FOR SUMP PUMP AND LEAVE TROUGHS CONNECTED DIRECTLY TO EXISTING STORM DRAIN



**4. Additional Comments**

[Empty comment box]





**WELLINGTON NORTH**  
SEMPER PORRO

**CAPITAL PROJECTS PUBLIC INFORMATION CENTRE  
PUBLIC SURVEY  
OCTOBER 24 AND 25, 2023**

<b>1. Contact Information</b>	
Anonymous:	<input checked="" type="checkbox"/>
Name:	
Addresses:	
Phone Number:	Email:
Mailing List for Project Updates	<input type="checkbox"/> YES <input type="checkbox"/> NO

<b>2. Capital Project – Please select project that you wish to submit comments to</b>	
<input checked="" type="checkbox"/> John Street, Mount Forest (Queen Street W to Waterloo Street)	<input type="checkbox"/> Smith Street, Arthur (Wells St to Conestoga St)
<input type="checkbox"/> Fergus Street North, Mount Forest (Wellington St to Birmingham St)	<input type="checkbox"/> Clarke Street, Arthur (Smith St to Domville St)
<input type="checkbox"/> Fergus Street North, Mount Forest (Birmingham St to Durham St)	<input type="checkbox"/> Adelaide Street, Arthur (Conestoga St to Clarke St)
<input type="checkbox"/> Fergus Street North, Mount Forest (Durham St to Sligo Road)	<input type="checkbox"/> Other:

<b>3. Comments related specifically to my property</b>	
Do you have a sump pump?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Preferred storm service location	
Unique situation on my property to highlight	



**4. Additional Comments**

Why are taxpayers paying so Tim Hortons  
can profit.

Block off John St access!

or  
make John St one way!

No way is my taxes paying  
for this!



**WELLINGTON NORTH**  
SEMPER PORRO

**CAPITAL PROJECTS PUBLIC INFORMATION CENTRE  
PUBLIC SURVEY  
OCTOBER 24 AND 25, 2023**

1. Contact Information	
Anonymous:	<input type="checkbox"/>
Name:	[REDACTED]
Addresses:	[REDACTED]
Phone Number:	[REDACTED]
Mailing List for Project Updates	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

2. Capital Project – Please select project that you wish to submit comments to	
<input checked="" type="checkbox"/> John Street, Mount Forest (Queen Street W to Waterloo Street)	<input type="checkbox"/> Smith Street, Arthur (Wells St to Conestoga St)
<input type="checkbox"/> Fergus Street North, Mount Forest (Wellington St to Birmingham St)	<input type="checkbox"/> Clarke Street, Arthur (Smith St to Domville St)
<input type="checkbox"/> Fergus Street North, Mount Forest (Birmingham St to Durham St)	<input type="checkbox"/> Adelaide Street, Arthur (Conestoga St to Clarke St)
<input type="checkbox"/> Fergus Street North, Mount Forest (Durham St to Sligo Road)	<input type="checkbox"/> Other:

3. Comments related specifically to my property	
Do you have a sump pump?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Preferred storm service location	
Unique situation on my property to highlight	Live on Joh St. & Waterloo



**4. Additional Comments**

- ① Removing trees to widen & fix sidewalk is relevant for safety & accessibility but... consult w/ arborist on viability of tree and type - Replace with smaller version
- ② Widening John St. to accommodate traffic to Tim Horton's is complex.
  - ⓐ Tim's Company should bear part of cost
  - ⓑ Access making their property enlarged by buying part of property @ corner of Queen + Main which has been abandoned for many years. The site is hazardous with damaged gas pumps and garbage (needles)
  - ⓒ look @ annexing part of this property for Tim's parking. - remove fence @ off Main St. between properties
  - ⓓ Tim build new site @ north end of Mt. Fo. where more options
- ③ Town consult local arborist value of tree preservation before tree removed



**WELLINGTON NORTH**  
SEMPER PORRO

**CAPITAL PROJECTS PUBLIC INFORMATION CENTRE  
PUBLIC SURVEY  
OCTOBER 24 AND 25, 2023**

1. Contact Information	
Anonymous:	<input type="checkbox"/>
Name:	[REDACTED]
Addresses:	[REDACTED]
Phone Number:	[REDACTED]
Mailing List for Project Updates	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

2. Capital Project – Please select project that you wish to submit comments to	
<input type="checkbox"/> John Street, Mount Forest (Queen Street W to Waterloo Street)	<input type="checkbox"/> Smith Street, Arthur (Wells St to Conestoga St)
<input type="checkbox"/> Fergus Street North, Mount Forest (Wellington St to Birmingham St)	<input checked="" type="checkbox"/> Clarke Street, Arthur (Smith St to Domville St)
<input type="checkbox"/> Fergus Street North, Mount Forest (Birmingham St to Durham St)	<input type="checkbox"/> Adelaide Street, Arthur (Conestoga St to Clarke St)
<input type="checkbox"/> Fergus Street North, Mount Forest (Durham St to Sligo Road)	<input type="checkbox"/> Other:

3. Comments related specifically to my property	
Do you have a sump pump?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Preferred storm service location	
Unique situation on my property to highlight	<p>walkway from front door to be possibly redirected</p> <p>Thank you!</p>



**4. Additional Comments**

Empty text area for additional comments.



**WELLINGTON NORTH**  
SEMPER PORRO

**CAPITAL PROJECTS PUBLIC INFORMATION CENTRE  
PUBLIC SURVEY  
OCTOBER 24 AND 25, 2023**

1. Contact Information	
Anonymous:	<input type="checkbox"/>
Name:	[REDACTED]
Addresses:	[REDACTED]
Phone Number:	[REDACTED]
Mailing List for Project Updates	<input type="checkbox"/> YES <input type="checkbox"/> NO

2. Capital Project – Please select project that you wish to submit comments to	
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<input type="checkbox"/> Fergus Street North, Mount Forest (Wellington St to Birmingham St)	<input checked="" type="checkbox"/> Clarke Street, Arthur (Smith St to Domville St)
<input type="checkbox"/> Fergus Street North, Mount Forest (Birmingham St to Durham St)	<input type="checkbox"/> Adelaide Street, Arthur (Conestoga St to Clarke St)
<input type="checkbox"/> Fergus Street North, Mount Forest (Durham St to Sligo Road)	<input type="checkbox"/> Other:

3. Comments related specifically to my property	
Do you have a sump pump?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Preferred storm service location	<del>XXXXX</del> Approx 8' from west corner of house
Unique situation on my property to highlight	



**4. Additional Comments**

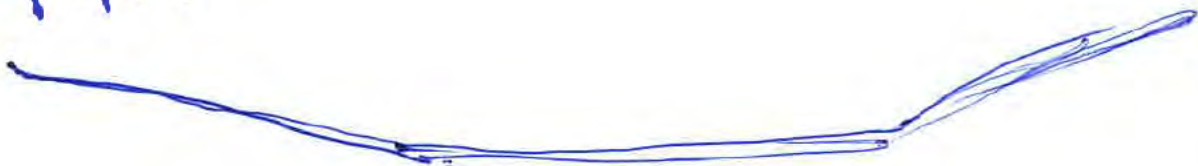
Sidewalks

I would like to see the drop which occurs at each driveway extended from 2' to 4' or 5'. More gradual drops should make the walkway safer for walking (particularly Seniors) and safer for small children (bicycles/scooters). The present shorter fall distance ~~is~~ sometimes crashes the children.

current



proposed







**WELLINGTON NORTH**  
SEMPER PORRO

**CAPITAL PROJECTS PUBLIC INFORMATION CENTRE  
PUBLIC SURVEY  
OCTOBER 24 AND 25, 2023**

1. Contact Information	
Anonymous:	<input type="checkbox"/>
Name:	[REDACTED]
Addresses:	[REDACTED]
Phone Number:	[REDACTED]
Mailing List for Project Updates	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

2. Capital Project – Please select project that you wish to submit comments to	
<input type="checkbox"/> John Street, Mount Forest (Queen Street W to Waterloo Street)	<input type="checkbox"/> Smith Street, Arthur (Wells St to Conestoga St)
<input type="checkbox"/> Fergus Street North, Mount Forest (Wellington St to Birmingham St)	<input checked="" type="checkbox"/> Clarke Street, Arthur (Smith St to Domville St)
<input type="checkbox"/> Fergus Street North, Mount Forest (Birmingham St to Durham St)	<input type="checkbox"/> Adelaide Street, Arthur (Conestoga St to Clarke St)
<input type="checkbox"/> Fergus Street North, Mount Forest (Durham St to Sligo Road)	<input type="checkbox"/> Other:

3. Comments related specifically to my property	
Do you have a sump pump?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Preferred storm service location	<i>same side as water and sewage</i>
Unique situation on my property to highlight	



**4. Additional Comments**

Empty box for additional comments.



**WELLINGTON NORTH**  
SEMPER PORRO

**CAPITAL PROJECTS PUBLIC INFORMATION CENTRE  
PUBLIC SURVEY  
OCTOBER 24 AND 25, 2023**

1. Contact Information	
Anonymous:	<input checked="" type="checkbox"/>
Name:	
Addresses:	
Phone Number:	Email:
Mailing List for Project Updates	<input type="checkbox"/> YES <input type="checkbox"/> NO

2. Capital Project – Please select project that you wish to submit comments to	
<input type="checkbox"/> John Street, Mount Forest (Queen Street W to Waterloo Street)	<input type="checkbox"/> Smith Street, Arthur (Wells St to Conestoga St)
<input type="checkbox"/> Fergus Street North, Mount Forest (Wellington St to Birmingham St)	<input type="checkbox"/> Clarke Street, Arthur (Smith St to Domville St)
<input type="checkbox"/> Fergus Street North, Mount Forest (Birmingham St to Durham St)	<input type="checkbox"/> Adelaide Street, Arthur (Conestoga St to Clarke St)
<input type="checkbox"/> Fergus Street North, Mount Forest (Durham St to Sligo Road)	<input type="checkbox"/> Other:

3. Comments related specifically to my property	
Do you have a sump pump?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Preferred storm service location	
Unique situation on my property to highlight	



**4. Additional Comments**

Can mountable curbs be installed to allow for parking on backside of the curb. 8.5m is narrow and won't allow for parking and cause traffic flow to slow down.



**WELLINGTON NORTH**  
SEMPER PORRO

**CAPITAL PROJECTS PUBLIC INFORMATION CENTRE  
PUBLIC SURVEY  
OCTOBER 24 AND 25, 2023**

<b>1. Contact Information</b>	
Anonymous:	<input type="checkbox"/>
Name:	[REDACTED]
Addresses:	[REDACTED]
Phone Number:	[REDACTED]
Email:	[REDACTED]
Mailing List for Project Updates	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

<b>2. Capital Project – Please select project that you wish to submit comments to</b>	
<input type="checkbox"/> John Street, Mount Forest (Queen Street W to Waterloo Street)	<input type="checkbox"/> Smith Street, Arthur (Wells St to Conestoga St)
<input type="checkbox"/> Fergus Street North, Mount Forest (Wellington St to Birmingham St)	<input type="checkbox"/> Clarke Street, Arthur (Smith St to Domville St)
<input checked="" type="checkbox"/> Fergus Street North, Mount Forest (Birmingham St to Durham St)	<input type="checkbox"/> Adelaide Street, Arthur (Conestoga St to Clarke St)
<input type="checkbox"/> Fergus Street North, Mount Forest (Durham St to Sligo Road)	<input type="checkbox"/> Other:

<b>3. Comments related specifically to my property</b>	
Do you have a sump pump?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Preferred storm service location	Unfortunately I didn't speak to anyone about the sump pum so I'm not sure what is required here
Unique situation on my property to highlight	Removal of Mature Trees - see attached



#### 4. Additional Comments

Thank you for hosting the public information session about this upcoming project. I had the opportunity to speak with the project engineer about the proposed tree removal on my property.

I am strongly opposed to the removal of these trees as well as others on Fergus St. The plan shows removal of two very large, mature and healthy maple trees from my property. I intentionally purchased this property because it was located on a mature, treed lot in a very desirable area of town. The tree lined street contributes to the local charm that makes the area so desirable. Removing these trees will change the face of this property and significantly reduce the property value.

Also, removal of these trees will have significant environmental impact. These trees offer significant shade which keeps the house and neighbourhood cool in the summer months. With climate change and increasing summer temperatures, the shade is even more important. It is proven that a significant tree canopy results in energy savings, offsets carbon emissions, reduces storm winds, humidifies the air and removes airborne pollutants. There are countless benefits to keep them in tact.

I understand from my discussion with the engineer that the removal of these trees is solely to make way for a new sidewalk. Is there not a way that the sidewalk can be worked around the trees? Although the current sidewalk is narrow, I would guess that walkers would prefer the shade that these trees offer over a wider sidewalk. If the removal was required to allow for construction of new watermains or similar systemic upgrades, it might be more understandable. To simply remove them to widen a sidewalk is not necessary. The benefit does not outweigh the cost.

The plan also calls for replacement of these trees with 1.8 meter trees. That is simply unacceptable. If this project involves changing the face and character of this neighbourhood, it also needs to involve replacing these 100 year old trees with trees of a significant size. The township has an obligation to this community and to property owners to minimize the negative impact of this project. I will never in my lifetime see the benefit of a 1.8 meter tree and my property value will take many years to recover.

I do appreciate some of the improvements that this project will bring to the community and I know that it is impossible to bring those improvements without some change. I sincerely ask that the negative impact of some of these changes be given more serious consideration. I am all for progress...but some of this doesn't look like progress. It looks like regression. We are not an urban centre. Most people who live here choose to do so because they don't want to live in an urban centre. They want the charm of a small town and everything that comes with that. Changing the face of these heritage neighbourhoods changes the face of Mount Forest.

Please reconsider the tree removal from my property. I would sincerely appreciate it if we could discuss this further. I am open to discussing a possible compromise. I know that my neighbours at [REDACTED] St N feel the same way.

Thank you for listening. I look forward to hearing from you.

Yours truly

[REDACTED]



#### 4. Additional Comments

- A turning lane will not solve our problem just make things worse, instead 2 lanes will be blocked off instead of 1.
- A lot of kids on John st, this will make larger amounts of traffic. Making it unsafe for kids traveling to/from school ect.
- We don't allow any other food company to use the road as a drive through, foodland had to help with the cost and figure it out ~~themselves~~ themselves.
- there are bigger problems and more dangerous ~~st's~~ st's than ~~John~~ John St.  
(Scotiabank corner, Main and King)

**RECEIVED**

NOV 02 2023

TWP. OF WELLINGTON NORTH

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NOV 02 2023



**WELLINGTON NORTH**  
SEMPER PORRO

TWP. OF WELLINGTON NORTH

**CAPITAL PROJECTS PUBLIC INFORMATION CENTRE  
PUBLIC SURVEY  
OCTOBER 24 AND 25, 2023**

1. Contact Information			
Anonymous:	<input checked="" type="checkbox"/>		
Name:			
Addresses:			
Phone Number:		Email:	
Mailing List for Project Updates	<input type="checkbox"/> YES	<input type="checkbox"/> NO	

2. Capital Project – Please select project that you wish to submit comments to			
<input checked="" type="checkbox"/>	John Street, Mount Forest (Queen Street W to Waterloo Street)	<input type="checkbox"/>	Smith Street, Arthur (Wells St to Conestoga St)
<input type="checkbox"/>	Fergus Street North, Mount Forest (Wellington St to Birmingham St)	<input type="checkbox"/>	Clarke Street, Arthur (Smith St to Domville St)
<input type="checkbox"/>	Fergus Street North, Mount Forest (Birmingham St to Durham St)	<input type="checkbox"/>	Adelaide Street, Arthur (Conestoga St to Clarke St)
<input type="checkbox"/>	Fergus Street North, Mount Forest (Durham St to Sligo Road)	<input type="checkbox"/>	Other:

3. Comments related specifically to my property	
Do you have a sump pump?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Preferred storm service location	
Unique situation on my property to highlight	





**WELLINGTON NORTH**  
SEMPER PORRO

Capital Projects Public Information Centre  
Public Survey  
October 24 and 25, 2023

#### 4. Additional Comments

- Making a turning lane in the center of the road will not fix the drive thru issue. Will cause more problems. Now on weekends instead of rigs and other traffic having issues of getting around the drive thru traffic on Queen Street. They are going to have issues of getting around the turning lane traffic plus the other traffic that can't get onto John Street because turning lane traffic will be blocking 2 lanes now.
- Would be better to make it a one way street and put the turning lane closest to Timmy and the other lane could be through traffic. Less near misses, accidents, and fights.
- Or change the direction of the one lane road so everyone comes from Waterloo street This would allow 2 blocks of traffic not half a street
- Why are we allowing Timmy to use our roads as a drive thru. No other municipality does.
- This is a Timmy problems. We made Foodland figure out their issue why are we not making Timmy. If they can't figure it out then the drive thru should be closed. Town should not suffer because of one business.
- Is Timmy being held responsible for any of the issue. Are they paying for any of these expenses.
- New sewers are being put in. What if a homeowner can't afford that expense. In this day and age times are tough as it is without an added expense.
- You are taking 3 ft from everyones front lawns. Why not take 1.5 from both sides of the road. Might be able to save more trees this way.
- Some people are losing their complete front lawn. And will step right off there front step onto side walk. This is already a highly crime street. With losing that 3 feet you are now putting the criminals closer to homeowners front doors.
- By taking the 3 feet some people will have no place to park on their own property. How are you going to address this. Is Timmy going to allow these people to park at their facility. Or can they park in your driveway.
- The center turning lane is only getting about 2 more cars in the lane as opposed to what is already there at the side of the road. So not really a fix!
- If the town wants to help Timmy fix the problem then they should buy the abandon eye sore on the corner of Hwy 6 & 89. And put the drive thru through there. Would solve two problems. The Timmy traffic and how uninviting that building makes our town look. Plus then we could also save our trees.
- Maybe a second location is the solution like Arthur did.
- We are just putting a bandaid on the problem what are we going to do in 3 yrs when we have more people in Mount Forest and the problem is that much bigger. Lets not put a bandaid on the problem and fix it for good. Turning lane is not the bigger solution.

RECEIVED Nov. 4 2023,

NOV 16 2023

TWP. OF WELLINGTON NORTH

To Andy Lennor - Mayor  
all Council Members,

I completely agree with Daphne Rappard of the MT Forest Green Team. We need to do more to help keep all our beautiful trees here in MT Forest & around the whole country. Fergus St N. no problem work it out with out cutting the trees down. It can be done!

We are not a big city with a lot of sidewalk traffic. The John St. project is a puzzle to me. I think Tim Hortons should help pay for the changes needed. It will be a benefit to them. Would the rules that were in place when it was built still apply? How many years ago was that? I think Tim's should feel damn guilty for expecting the town to put all that money out, which will put everyones taxes up!

When I first moved here 9 years ago, I loved to walk the streets & see the beautiful trees lining the streets, beautiful in all seasons:

So hang onto them as best as you can. Go the extra mile. Its for our health as well as for the beauty.

Thanks for all you do

Sincerely



**Tammy Stevenson**

---

**From:** Karren Wallace  
**Sent:** November 10, 2023 12:44 PM  
**To:** Tammy Stevenson  
**Cc:** Brooke Lambert  
**Subject:** FW: Dear council members

Karren Wallace, Director Legislative Services/Clerk  
Phone) 519-848-3620 ext 4227  
Email) kwallace@wellington-north.com

-----Original Message-----

From: ( [REDACTED] )  
Sent: Friday, November 10, 2023 12:43 PM  
To: township <township@wellington-north.com>  
Subject: Dear council members

Hello, I have lived in Mount Forest for going on 30 years now. I wanted to tell you how much I appreciate your collective efforts to keep our town moving in the right direction while balancing that against rate increases.

May I weigh in on a couple matters?

Firstly, Daphne Rappard's recent letter in the BizBull hit the nail on the head. Are we not all responsible to preserve this town's namesake? Please find a way to save our tree canopy.

Secondly, is there not a way to partner with the Lion's Club or some other service club to finally get a dog park built in this town? I see Hanover has done exactly that.

Lots of dogs here in town and their people could certainly use a fenced in space to blow off some steam.

Thank you for your consideration.

[REDACTED]

Sent from my iPhone



**WELLINGTON NORTH**  
SEMPER PORRO

**CAPITAL PROJECTS PUBLIC INFORMATION CENTRE  
PUBLIC SURVEY  
OCTOBER 24 AND 25, 2023**

1. Contact Information	
Anonymous:	<input type="checkbox"/>
Name:	[REDACTED]
Addresses:	[REDACTED]
Phone Number:	[REDACTED]
Mailing List for Project Updates	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

2. Capital Project – Please select project that you wish to submit comments to	
<input checked="" type="checkbox"/> John Street, Mount Forest (Queen Street W to Waterloo Street)	<input type="checkbox"/> Smith Street, Arthur (Wells St to Conestoga St)
<input checked="" type="checkbox"/> Fergus Street North, Mount Forest (Wellington St to Birmingham St)	<input type="checkbox"/> Clarke Street, Arthur (Smith St to Domville St)
<input checked="" type="checkbox"/> Fergus Street North, Mount Forest (Birmingham St to Durham St)	<input type="checkbox"/> Adelaide Street, Arthur (Conestoga St to Clarke St)
<input checked="" type="checkbox"/> Fergus Street North, Mount Forest (Durham St to Sligo Road)	<input type="checkbox"/> Other:

I am concerned about the removal of a large number of trees in our town of Mount Forest. Some creative solutions need to be considered.

The Fergus Street sidewalk: Doesn't need to be five feet wide. There are exceptions to codes. With some simple changes to the width of the sidewalk and road the trees can be saved.

Sewer pipes: There are solutions to sewer pipe installation that have been done in other towns, that negate the need to remove trees.

Taking out trees will be tremendously expensive, far outweighing the cost of using other methods of completing the project.

I would like to see a proper environmental review by a professional who can outline better options than the removal of these legacy trees of Mount Forest. This project should not be rushed through.

John Street: I don't believe people should pay for Tim Hortons' lack of foresight in not purchasing enough land. I agree that they could move their establishment to another location.

In summary, I would ask the Council to delay approval of these projects and seek some professional consultation on options to save our legacy trees.



**WELLINGTON NORTH**  
SEMPER PORRO

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PUBLIC SURVEY  
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<input type="checkbox"/> Fergus Street North, Mount Forest (Durham St to Sligo Road)	<input type="checkbox"/> Other:

3. Comments related specifically to my property	
Do you have a sump pump?	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> I am in the process of installing one
Preferred storm service location	Queen Street West
Unique situation on my property to highlight	My property's driveway is located on John Steet. The residents on John Street [REDACTED] have the right of way and we both share the same exit point to John street to accommodate the Tim Hortons drive-thru line up.



**4. Additional Comments**

Please see the following two pages

Page 2/4

My property is directly impacted by your suggested change to the John Street layout. I would like to request an individual sit-down meeting to constructively find a solution which is satisfactory for my neighbors and me.

Currently, the Tim Hortons drive-thru is snaking on the Tim Hortons property and branches out further onto John Street and even Queen Street West in both directions. The traffic situation is causing significant security concerns for the local residents and causes significant annoyances, anger, honking, and profanities for the residents and customers who line up for a very long time and are "cut off" by people entering through the extra branches of the extensive Tim Hortons drive-thru who also don't know where to line up.

I have not seen any drive-thru where it is handled like this. This is idiotic and should stop. I understand that Tim Hortons would prefer the taxpayer to pay for this. But I think a Tim Hortons drive-thru is supposed to be handled on its property. Any other drive-thru I have visited so far has a clear marking where the queue starts. I have never seen a drive-thru spilling onto multiple public roads and branching out like in this location. It is the single source of this problem. If Tim Hortons has outgrown their current property due to an expansive profit generating customer base, then the profit oriented company should resolve this problem with their funds on their property and not be allowed to seize public property to continue increasing their profit margins.

The customers lining up on John street are continuously violating the traffic rules as the street is clearly labeled with do not stop and do not park signs up and down on both sides. The only solution for this problem is to enforce the law. No changes to the road layout you suggested will impact the currently chaotic lineup branching in multiple directions. I find it appalling that the neighborhood is supposed to accept removing many old trees, moving the sidewalk in front of their door steps, losing parking space, and paying for widening the road only towards one side of the road only to accommodate a traffic situation which is violating the current traffic laws just to appease a high-profit private company who refuses to address the problem within its property lines while not losing an inch of their property.

The currently proposed introduction of a left-turn lane for Tim Hortons on John Street will cut off access to [REDACTED] with respect to left turns. It will also increase the probability of accidents as people will line up both lanes to wait and enter the Tim Hortons as this town does not enforce the traffic laws. Additionally, if there is an accident now when someone enters or exits my property, the John street driver will be legally responsible as he was violating the traffic laws. After introducing the new changes this may change and will burden the cost on the residents who get hit by Tim Hortons customers.

You stated in your presentation that this is a restoration project. As a result of this, I don't see any reason why we should expand the road or move the sidewalks. Tim Hortons decided to utilize a second access point for their drive-thru, we do not need to accommodate that stupid decision. They can run their drive-thru traffic through their Main Street access points as it was designed. We could enforce the law and ticket all customers violating the posted traffic signs and should explore options to hold Tim Hortons accountable for these traffic violations. There is

no reason to cut down the trees if we do not expand the road as we do not need trenching to the property lines as alternative construction methods are available. I have seen it countless times in use and doubt this is a problem. I bought this property as it is situated in a wooded city area which I find beautiful. I would like to keep the trees as they are good for the local and global environment. It is wrong to cut down trees, so more cars can line up idling. This is the opposite of what we are supposed to do, instead of reducing CO2, we are encouraging its production.

My suggestion on how to solve the problem is simple: Put a lockable gate in front of the service box access for Tim Hortons and mark out a drive-thru on Tim Hortons parking lot running from the existing Main Street entry to the Main Street exit. That way the garbage trucks and delivery trucks can access the property as it was intended originally. Alternatively, the owner of Tim Hortons can purchase the Gas station beside it and expand the parking lot or drive-thru onto this property. If you need to widen the road a little bit, do so on Tim Hortons side. The argument I heard from your consultant that there is a hydro pole in the way is null and void as those can obviously be moved and sidewalks can be placed on property beside the hydro poles. I have seen that countless times. Dead trees, i.e. hydro poles, are easy to move. Living trees are not and considering your planned paving and replanting rules, we will not see many new trees and just stare at asphalt and concrete.

The current situation is bad but the changes displayed in the engineering drawings make it worse. You will make it very difficult to access my property and will worsen the traffic situation as due to the already present lack of traffic law enforcement, people will then line up on both lanes to wait to enter Tim Hortons from Queen Street West on John Street.

Furthermore, I would like to inquire about the communication your team had with Tim Hortons. If you have not had an interaction with them then you should start now. If you did, I would like you to present it to the public in the next meeting. It would be great if you could provide me with the notes in advance. Please let me know what form I would need to complete to get access to this information.

We are not approaching a time of increasing budget surpluses to my knowledge. Recent changes to the laws governing the province indicate significant cost increases and revenue decreases to spur up construction of new homes. We are spending over 12 million just to accommodate the builders in Kenilworth. As a result of this we should re-evaluate this significant expenditure which could be reduced by not widening the road and keeping it in its current location including the sidewalks. I support building the swimming pool as this has many benefits. I only see one beneficiary in this project: Tim Hortons.





**WELLINGTON NORTH**  
SEMPER PORRO

**CAPITAL PROJECTS PUBLIC INFORMATION CENTRE  
PUBLIC SURVEY  
OCTOBER 24 AND 25, 2023**

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Addresses:	[REDACTED]
Phone Number:	[REDACTED]
Mailing List for Project Updates	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

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<input type="checkbox"/> Fergus Street North, Mount Forest (Durham St to Sligo Road)	<input type="checkbox"/> Other:

3. Comments related specifically to my property	
Do you have a sump pump?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Preferred storm service location	
Unique situation on my property to highlight	[REDACTED] My residence is directly affected by the Tim Horton's drive-thru. There have been a handful of times in the last six months where we have been able to gain access to our driveway without having to wait for cars illegally stopped on John Street to make space so we can go home. There is access to the Tim Horton's drive-thru via the two driveways they have on Main Street and the congestion on John would not be an issue if the no stopping by-law was enforced.



#### 4. Additional Comments

-My partner and I became first-time homeowners in May. We looked for a house for over a year and one of the main reasons we settled in town was the established neighbourhood with trees that have been growing for at least a hundred years. It's just a nice environment to be in.

-The addition of a proposed turning lane for the drive-thru will do absolutely nothing to mitigate the traffic congestion solely caused by Tim Hortons. It will only serve to have the traffic back up along Queen street for cars lining up for the turning lane.

-I had to leave work early to attend the information meeting, and was extremely disappointed to hear of the proposed changes to John Street. As a resident and taxpayer I do not agree with allocating public funds to benefit a fast-food chain. The owner of the franchise was not present at the meeting; has he offered to contribute to the cost of this construction that solely benefits him?

-I did not appreciate the lack of transparency or willingness to explore other options demonstrated by the Township and Triton Engineering. We were not provided with any estimates on the cost of this project, how long it would take to complete, or shown any alternatives such as completing the underlying work on the sewer system without adding in a turning lane or exploring options to preserve the trees such as tunnelling instead of trenching. If you look at some of the most sought after neighbourhoods in downtown Toronto there are tons of century-old trees present. The city has no problem preserving them while they complete endless roadwork and upgrades. The sewer system in Mount Forest needs to accommodate far less usage. It would be entirely possible to complete this construction without destroying the local micro-climate created by the trees marked for destruction in question.

-It does not appear an environmental engineer or an arborist were consulted in the development of this plan and the suggestion that "replacing" the current trees with ones that are 1.8m tall is laughable. The amount of CO2 and pollution the current trees filter out is exponential compared to the saplings the Township has proposed to put in and it was distressing to hear how few trees have actually been replaced when construction has required their removal in previous years.

-I strongly urge you to reconsider this project, there are other alternatives.

<https://www.on-sitemag.com/infrastructure/bustling-tim-hortons-drive-thru-straining-road-infrastructure-in-fredericton/1003965313/>

**Tammy Stevenson**

---

**From:** [REDACTED]  
**Sent:** October 31, 2023 5:09 PM  
**To:** Tammy Stevenson  
**Subject:** Fergus street tree removal

I was told that all of my beautiful old trees are slated for destruction because someone feels we need a new sidewalk. I would seriously hope you reconsider - the trees are what makes mount forest special - it is one of the main reasons we bought our house [REDACTED] 7 years ago and honestly it will have a serious impact on the resale value of our home. All to replace a sidewalk that does not have any issues.

We are supposed to be saving the environment and the beautiful tree scape of mount forest. This idea is just absolutely appalling to me. The town has taken many old trees down and frankly you are destroying our neighbour hoods!! What are my options for appeal going forward? I have talked to many neighbours and they are all shocked the town would remove such beautiful trees.

I would rather not chain myself to a tree but I'm definitely not opposed to doing this as a last resort. Please let me know if this is actually a done deal or who our neighbours can appeal to.

Thank you

[REDACTED]  
Sent from my iPhone



**WELLINGTON NORTH**  
SEMPER PORRO

**CAPITAL PROJECTS PUBLIC INFORMATION CENTRE  
PUBLIC SURVEY  
OCTOBER 24 AND 25, 2023**

<b>1. Contact Information</b>	
Anonymous:	<input type="checkbox"/>
Name:	[REDACTED]
Addresses:	[REDACTED]
Phone Number:	[REDACTED]
Mailing List for Project Updates	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

<b>2. Capital Project – Please select project that you wish to submit comments to</b>	
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<input checked="" type="checkbox"/> Fergus Street North, Mount Forest (Durham St to Sligo Road)	<input type="checkbox"/> Other:

<b>3. Comments related specifically to my property</b>	
Do you have a sump pump?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Preferred storm service location	
Unique situation on my property to highlight	



**4. Additional Comments**

I wish to express my concern that alternative measures and processes have not be explored that would prevent the removal of mature trees in the identified road and infrastructure work.

I have already submitted my concerns for a lack of environmental planning for our community in addressing climate change and adverse weather systems.

The removal of these mature trees is a clear example of that



**WELLINGTON NORTH**  
SEMPER PORRO

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<b>3. Comments related specifically to my property</b>	
Do you have a sump pump?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Preferred storm service location	
Unique situation on my property to highlight	



#### **4. Additional Comments**

Concerning the Fergus Street project, the devastation to the historical and natural beauty of the streetscape will be enormous. The magnificent trees that line the road add to the health of the people, animals and environment, providing essential shade as the summers get hotter and hotter. There is no substitute to a mature, healthy tree when it comes to cooling shade, habitat for the birds and air quality.

In our age of climate instability, we need to act to protect our natural assets and our mature trees are incredibly important to our over-all well being. Trees have economic value that needs to be considered too.

As for John Street, please leave the trees and green space for the sake of the home owners constantly under stress from the motorists lined up for Tim Hortons. It's already a horrible place to live with all the car exhaust, don't make it worse!

Please put a hold on these two projects and put the value of the mature trees into proper perspective. There are ways to proceed that will reduce the amount of damage and protect the trees.

I am thankful for this opportunity to comment and expect our community input to be acted upon.



**WELLINGTON NORTH**  
SEMPER PORRO

**CAPITAL PROJECTS PUBLIC INFORMATION CENTRE  
PUBLIC SURVEY  
OCTOBER 24 AND 25, 2023**

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Do you have a sump pump?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Preferred storm service location	
Unique situation on my property to highlight	





#### 4. Additional Comments

It should be clear to everyone the presence of trees has been key to the identity of our community from a historical context and for most of us it is an element of pride.

Recognizing this, why would Mount Forest be entertaining the prospective removal of trees that are key to our identity? In particular for the purposes of road widenings? Our community is not one with traffic pressures that necessitate such works. Ours is one of pastoral beauty where our tree lined streets are known throughout SW Ontario.

Such a proposal is of questionable necessity and patently without sympathy to the character of the community. It needs, no demands to be carefully re-examined by our council with community feedback.



**WELLINGTON NORTH**  
SEMPER PORRO

**CAPITAL PROJECTS PUBLIC INFORMATION CENTRE  
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Anonymous:	<input type="checkbox"/>
Name:	[REDACTED]
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Mailing List for Project Updates	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

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<b>3. Comments related specifically to my property</b>	
Do you have a sump pump?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Preferred storm service location	
Unique situation on my property to highlight	We suspect that we will loose the younger tree in front of our home as water and probably sewer come in under that tree. The older tree should come down in the process as it is dying anyway.



**4. Additional Comments**

Empty box for additional comments.



**WELLINGTON NORTH**  
SEMPER PORRO

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<input checked="" type="checkbox"/> Fergus Street North, Mount Forest (Durham St to Sligo Road)	<input type="checkbox"/> Other:

<b>3. Comments related specifically to my property</b>	
Do you have a sump pump?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Preferred storm service location	
Unique situation on my property to highlight	



**4. Additional Comments**

I'm appalled at the number of healthy mature trees that the Fergus Street and John Street projects will destroy. With so many trees in Mount Forest already removed (and not replaced), dead from disease and with no succession planning, Mount Forest is becoming uglier every year. Our tree canopy is essential for human (and animal) health, both physical and mental.

If Mount Forest can find the funds to build a new pool, then we can certainly save some of these trees using alternative methods that protect the tree roots.

I ask that these projects are put on hold until all options are considered that would reduce the amount of damage done to our tree population.

Thank you for your consideration.

## Tammy Stevenson

---

**From:** Lindsay Scott <lscott@tritoneng.on.ca>  
**Sent:** November 1, 2023 4:58 PM  
**To:** [REDACTED]  
**Cc:** Tammy Stevenson  
**Subject:** RE: John Street Reconstruction

Hi Harry,

Thank you for your email with additional comments regarding the Reconstruction of John St, Mount Forest project. I will add your comments (in the email below) to our file for consideration and have copied the Township on this email for their records.

Thank you,

Lindsay Scott, P.Eng.



Triton Engineering Services Limited  
 The Old Post – 39 Elora Street South, Unit 7, 8 & 9, P.O. Box 159, Harriston, ON N0G 1Z0  
 Tel - (519) 292-1611 • [www.tritoneng.on.ca](http://www.tritoneng.on.ca)

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**From:** [REDACTED]  
**Sent:** Wednesday, November 1, 2023 4:53 PM  
**To:** Lindsay Scott <lscott@tritoneng.on.ca>  
**Subject:** John Street Reconstruction

Hello Lindsay,

I was at the road reconstruction information session in Mount Forest last week and filled out a comment sheet regarding my property at [REDACTED]

I forgot to include one item and was reminded of it again this morning when I turned south from Queen Street, left onto John Street and eastbound traffic was blocking the intersection again.

I would suggest that a "DO NOT BLOCK INTERSECTION" sign be placed on the eastbound side of Queen St be placed just west of the intersection.

I have seen many times when this happens and it can cause backups right around the corner at 89 and 6 intersection (southbound side) because someone is south on 6 turning left trying to go east on 89 and waiting for northbound 6 traffic to clear.

I have also seen where east/west 89 light is green, someone is on 89 trying to turn north on 6 and can't because westbound traffic has jammed intersection and stopped because of left turner trying to go south on John. When the 6 light turns green, no one moves in any direction, N,S,E or W, all because the John/Queen intersection is blocked.

If you don't have ability to include this suggestion for the project, please pass this message on to someone who has control over the signage on the streets in town. Thank you.

Regards,





**WELLINGTON NORTH**  
SEMPER PORRO

**CAPITAL PROJECTS PUBLIC INFORMATION CENTRE  
PUBLIC SURVEY  
OCTOBER 24 AND 25, 2023**

<b>1. Contact Information</b>	
Anonymous:	<input type="checkbox"/>
Name:	[REDACTED]
Addresses:	[REDACTED]
Phone Number:	[REDACTED]
Mailing List for Project Updates	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

<b>2. Capital Project – Please select project that you wish to submit comments to</b>	
<input checked="" type="checkbox"/> John Street, Mount Forest (Queen Street W to Waterloo Street)	<input type="checkbox"/> Smith Street, Arthur (Wells St to Conestoga St)
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<input checked="" type="checkbox"/> Fergus Street North, Mount Forest (Durham St to Sligo Road)	<input type="checkbox"/> Other:

<b>3. Comments related specifically to my property</b>	
Do you have a sump pump?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Preferred storm service location	
Unique situation on my property to highlight	





TWP. OF WELLINGTON NORTH

4. Additional Comments

Daphne Rappard's letter to the editor in November's Biz Bull says it all.

When we had the Village Bakery in Mount Forest, there was controversy about the trees on the main st.

This is small potatoes compared to the removal of trees such as the trees on Fergus. St.

Trees are part of the well being of Mount Forest's citizens not to mention the environment on a whole.

there are better ways!!!! Find them, find people to do them and pay to have it done. Be leaders of the 21st century and make your citizens proud!

P.S. I now reside in Holstein, Southgate but Mount Forest is a strong part of where I do business and is part of my life.

P.S.S. Making better access for Tim Hortons is treating the symptom not the problem. This access problem will only continue as long as Tim Hortons is at that intersection.

**Tammy Stevenson**

---

**From:** [REDACTED]  
**Sent:** October 29, 2023 7:29 PM  
**To:** Tammy Stevenson  
**Subject:** John street mount forest

I found out today that John Street may have some major changes that include cutting down trees.

Immediately I wrote this to Guelph today:  
How do I share my view?

The trees are definitely one thing I love about Mount forest. 40 years ago, maple trees were planted around town on many streets. It has taken 40 years for these beautiful trees to grow and yet they are only half the size of some of the great maples we still have around town.

Albert Street is a great example of how long it takes to transform a blank canvas. Most of the maple trees on Albert from Egremont to Oakview crescent are about 40 years old and were planted by the town. The opposite end of Albert with the newer houses is barren, hardly a tree in site. I think the difference on this street speaks volumes, the trees make one end of the street beautiful.

In the 70's when the homes on Oakview, Church and Forest Glen crescents were built many of the old trees were left. This is totally different to how subdivisions are built now. Take a good look at the difference. You can't just make beautiful subdivisions like these without the trees. These Crescents have been there 50 years and many of the trees even longer. Just a street over, off London Road the homes that are 20 or 30 years younger still stand without a tree in site. I know which street I would rather live, take a walk or a drive on, it's the one with more trees.

Very recently it only took one day for the corners of Egremont & Wellington and Fergus & King to look open and barren, because the beautiful old maples were cut down.

Please don't cut down the trees. It takes years to replace their beauty and function.

[REDACTED]

My second thought is are you kidding, the town has to pay for a Tim Horton's problem. You can't be serious.



**WELLINGTON NORTH**  
SEMPER PORRO

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<input checked="" type="checkbox"/> Fergus Street North, Mount Forest (Durham St to Sligo Road)	<input type="checkbox"/> Other:

3. Comments related specifically to my property	
Do you have a sump pump?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Preferred storm service location	
Unique situation on my property to highlight	<p>EVERY EFFORT SHOULD BE MADE TO SAVE MATURE TREES ON THESE STREETS!          TOO MANY TREES HAVE ALREADY BEEN CUT DOWN IN THE PAST 5-10 YEARS.          WE NEED TO KEEP THE FOREST IN MOUNT FOREST!</p>

**Tammy Stevenson**

---

**From:** Karren Wallace  
**Sent:** November 10, 2023 8:49 AM  
**To:** Tammy Stevenson  
**Cc:** township  
**Subject:** FW: Tree Removal in Mount Forest

***Karren Wallace, Director Legislative Services/Clerk***

Phone) 519-848-3620 ext 4227

Email) kwallace@wellington-north.com

---

**From:** [REDACTED]  
**Sent:** Thursday, November 9, 2023 11:50 PM  
**To:** township <township@wellington-north.com>  
**Subject:** Tree Removal in Mount Forest

To the Township of Wellington North

There is a difference between removing a dead or dying tree and removing healthy trees for short term convenience. When I read Daphne Rappard's letter in the November issue of the Bizbull, I was shocked. There are obviously other options rather than removing 45 trees for the various road, sewer and construction projects in Mount Forest.

For safety reasons part of a tree [REDACTED] was removed. There's less shade now and I had air conditioning running more than in previous summers. Just Part of ONE Tree. The squirrels still visit. And chickadees. The odd Cardinal.

Please Take the Time to consult with an Arborist. Consider Long Term Consequences of removing so many trees. Elgin Street lost many healthy mature trees when the sewers were replaced several years ago. It would be a great shame for more trees to be removed if they can be saved. We talk about climate change and if we as individuals can make a difference. We as a Community Can. For BETTER OR WORSE.

I pray we make the Right Decision for OUR Collective Future,

Sincerely  
[REDACTED]



**WELLINGTON NORTH**  
SEMPER PORRO

**CAPITAL PROJECTS PUBLIC INFORMATION CENTRE  
PUBLIC SURVEY  
OCTOBER 24 AND 25, 2023**

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3. Comments related specifically to my property	
Do you have a sump pump?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Preferred storm service location	
Unique situation on my property to highlight	



#### 4. Additional Comments

Additional comments re John Street traffic congestion by Tim Hortons.

1 Tim's site has unused green space off John Street that should be considered by them as additional entry to their drive through so right side access to the drive thru. Several drive thru fast foods have 2 lanes that merge to the order site

They also have a space on the left side of their entry off John Street that could be used after they remove the large stones. This will be an extra lane off John to ease traffic flow

2 Tim Hortons owner or company should have consulted/involved in this process as a community partner and wanting a safe environment for their customers

3. This sets a precedent for other business to expect accommodation that their business traffic congestion causes.

4 The centre turn lane proposal is complicated and if this business moves it leaves complicated instructions

5 Tim could consider a new location at the north end of town where there is more space for drive through, such as Arthur Ontario

6 pass a by law to enforce no stopping or parking

Lastly a comment about the new pool proposal. Keep it simple.

A rectangular or square pool that can be covered with a solar blanket to keep warm

Length and width to offer swim team and swim meets.

Families will not lounge under umbrellas( they go to the beach) or a pergola as there for a swim and parents should be in the water with kids.

Area proposed is more landscape for pool staff to observe kids and will require more staff

If the pool is connected to the arena property will it share parking



**WELLINGTON NORTH**  
SEMPER PORRO

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Preferred storm service location	
Unique situation on my property to highlight	

TOTAL 3 PAGES

10F3

#### 4. Additional Comments

SPECIFIC TO REDICULOUS SUGGESTION TO WIDENING JOHN STREET FOR THE TIM HORTON'S DRIVE-THRU. I KNOW THE SUGGESTION IS THAT IT IS "TRAFFIC" BUT LETS NOT HIDE THE TRUTH... IF TIM HORTON'S WERE TO CLOSE THEIR DOORS TODAY THE "TRAFFIC" WOULD NO LONGER BE A PROBLEM. I THINK WE CAN ALL AGREE ON THAT.

TIM HORTON'S IS ALREADY BUSTING AT THE SEAMS. THEY CANNOT HANDLE THE POPULATON TRAFFIC AS IT IS...

WHAT IS THE PLANNED POPULATION INCREASE WITHIN THE NEXT 5 YEARS??

DOES TIM HORTON'S HAVE A PLAN FOR FUTURE POPULATION?? .....THEY SHOULD!!

PUTTING IS A CENTER LANE IS NOT INCREASING CAPACITY!! YOU WILL BE SPENDING MILLIONS TO ONLY ACCOMODATE THE 5 CARS THAT ARE CURRENTLY PARKED THERE... THIS PLAN DOES NOTHING FOR CAPACITY!!!

EVEN IF 10% OF THE FUTURE POPULATION ATTENDS THE TIM HORTON'S AT THEIR CURRENT LOCATION, TIM HORTON'S WILL NOT BE ABLE TO ACCOMODATE THEM IN THIER CURRENT SITE.

CUTTING DOWN BEAUTIFUL TREES, WIDENING THE ROAD, TAKING AWAY THE LITTLE BIT OF FRONT YARD HOUSES HAVE AND SHORTENING DRIVEWAYS TO INSTALL A "CENTER LANE" THAT DOES NOT INCREASE CAPAICITY IS THE MOST REDICULOUS SUGGESTION I HAVE EVER HEARD!

THE "CENTER LANE" WILL ONLY CAUSE CHAOS IN AN ALREADY CONGESTED AREA, THANKS TO TIM HORTON'S.

**A PLAN NEEDS TO BE BROUGHT FORTH THAT INCREASES CAPACITY.**

IF YOU ARE GOING TO SPEND MILLIONS OF TAX PAYERS DOLLARS THEN MAKE IT WORTH OR DO SOMETHING!!! THE TAX PAYERS SHOULD SEE A BENEFIT FROM IT, NOT A DETRIMENT.

**TIM HORTON'S NEEDS TO MAKE A PLAN! A GOOD BUSINESS OWNER PLANS FOR THE FUTURE. WHAT IS THEIR PLAN?**

GOD HELP YOU IF YOU CUT DOWN ALL THOSE TREES, WIDEN THE ROAD, REMOVE THE FRONT LAWNS OF SEVERAL HOMES, SHORTEN DRIVEWAYS AND THEN TIM HORTON'S MOVES!!! THEN WHAT?? THERE IS NOTHING KEEPING THEM THERE!

IF YOU WIDEN THE ROAD ARE YOU GOING TO MAKE THEM SIGN SOMETHING SAYING THE MUST STAY IN THAT LOCATION UNTIL THE COST OF THE IMPROVEMENT HAS BEEN FULLY DEPRECIATED???? THAT WILL TAKE WHAT 30 YEARS??? **HAVE THERE BEEN ANY COMMUNICATIONS WITH TIM HORTON'S????**

THE PEOPLE THAT WILL LOSE THEIR FRONT LAWNS WILL WALK OUT OF THEIR HOUSE ONTO THE SIDEWALK. THESE SAME PEOPLE WILL BE THE ONES LOSING THE LENGHT OF THEIR DRIVEWAYS AND POSSIBLY NO LONGER FITTING THEIR CARS IN THIER DRIVEWAY. WILL TIM HORTON'S ALLOW THESE PEOPLE TO PARK IN THEIR PARKING LOT SINCE TIM HORTON'S HAS SHORTENED THEIR DRIVEWAY?

I AM IN AGREEMENT THAT SOMETHING NEEDS TO BE DONE BUT UNLESS THE IMPORVEMENT IS INCREASING CAPACITY YOU NEED TO MINIMIZE THE COST. MAKE JOHN STREET A ONE WAY, TAKE THE MUNICIPAL SECTION OF THE EAST SIDE OF THE ROAD FOR THE DRIVE-THRU. THE CARS CAN LINE UP AND GO STRAIGHT INTO THE DRIVE-THRU WITH LITTLE TO NO EXPENSE. **OR TIM HORTON'S SHOULD JUST MOVE!!!!**

SEE PAGE 2



## 4. Additional Comments – PAGE 2

TIM HORTON'S NEEDS TO CONSIDER A NEW LOCATION, MAYBE BESIDE THE NEW FOOD LAND

THAT WOULD BE A PERFECT SPOT FOR THEM!

**MAYBE GIVE THE OWNER OF THE PROPERTY SOME PROPERTY TAX REBATES THAT THEY CAN PASS ON TO TIM HORTON'S TO ASSIST WITH THE RELOCATION.** THE COST WOULD BE FAR LESS. THEY COULD EVEN KEEP THE JOHN STREET LOCATION OPEN BUT REMOVE THE DRIVE-THRU OR MAKE THEM USE THE NORTH SIDE OF THE PARKING LOT. PEOPLE WILL FIND PLACES TO PARK!!!!

**SUMMARY:**

MAKE JOHN STREET A ONE WAY, EITHER NORTH OR SOUTH. IF NORTH THE EAST SIDE OF THE ROAD WILL BE THE NEW DRIVE-THRU LINE UP AND THE ROAD WILL ACCOMODATE LOTS OF CARS.

MAKE JOHN STREET A ONE WAY GOING SOUTH, THE EAST LANE WILL BE THE DRIVE-THRU SIDE AND WILL ONLY ACCOMODATE THE 5/6 CARS THAT YOU ARE LOOKING TO ACCOMODATE WITH THE RIDUCUOLUS PROPOSAL.

MAKE TIM HORTON'S MOVE..... THIS IS THE BEST SOLOUTION. THEY CANNOT ACCOMODATE THE TRAFFIC THEY HAVE NOW!!!

**SHOCK POINT..... MOUNT FOREST IS GROWING!!! – SAD THIS HAS NOT BEEN CONSIDERED!!**

**TIM HORTON'S WILL NOT BE ABLE TO ACCOMODATE ANYMORE INCREASE IN DEMAND.**

I HAVE HAD 10 YEARS IN [REDACTED] 10 YEARS IN [REDACTED]

I AM A LICENSED [REDACTED] AND I AM [REDACTED]

**WIDENING THE ROAD IS THE MOST REDICULOUS SUGGESTION I HAVE EVER HEARD**

THE COST DOES NOT SUPPORT ANY IMPROVEMENT

NOR DOES IT INCREASE CAPACITY WHICH IS WHAT WEE NEED!!!

**IF YOU DO THIS.....**

**THE LOSS IN VALUE TO THE PROPERTY OWNERS FROM A RESALE STANDPOINT WILL BE SUBSTANTIAL..**

**I CAN ONLY IMAGINE THE FALLOUT TO THE TOWN IF TIM HORTON'S MOVES AFTER THE DAMAGE IS DONE**

NOT TO MENTIO, THIS DOESN'T INCREASE CAPACITY!!!!!!

I CANNOT HELP BUT SHAKE MY HEAD THAT THIS WAS EVEN A CONSIDERATION

ABSOLUTELY REDICULOUS.

30F3

**Tammy Stevenson**

---

**From:** [REDACTED]  
**Sent:** October 27, 2023 6:35 AM  
**To:** Tammy Stevenson  
**Subject:** Tree removal in Mount Forest

Hello Tammy

My name is [REDACTED] and I am coming to you to speak out against removal of 150 year old trees in Mount Forest.

I understand upgrade to infrastructure is needed to be made, but as these updates come, things like trees should not be sacrificed.

I am in my early thirties and own a historic building in the township that has held its historical integrity through the past 136 years standing.

This is only because of the private ownership and mindset of the people who have come to own this building. This building will become one of the most historically preserved buildings in Ontario- if it can make it the next 10 years without things being destroyed/ renovated.

I moved to Wellington North three years ago, and I don't live in Mount Forest directly. I personally wouldn't ever move to Mount Forest, but something that has come out of my mouth while driving along the streets is my love for the beautiful historic tree lined streets.

And this is why I am speaking out, that is one of the biggest appeals to me about the town of MF, as someone who values towns keeping historical integrity.

What else does Mount Forest have to offer for honouring it's history..? It's even in the name. Historical buildings downtown are being renovated, brick is being painted, windows filled in, historic homes purchased and made into Tri-plexus and Du Plexs.

Cheap renovations EVERYWHERE.

People have little to no care about what the town looks like. Everything here is about being as cheap as possible.

It's time to respect the trees that were here long before any of us, creating an environment and visual appeal we can never replace in our lifetime.

Yes I am a tree lover. I have 150 year old Maples planted by the school children, now ancestors to locals in the community... Along with an 80 year old Royal Oak that was sent down as a sapling from the Queen of England and planted in my yard.

History is not something that can just be replaced, once it's gone, it's gone.

I would also like to mention I have over 30 large trees lining my property front and back, on less the an acre. When I walk 500 meters to the new sub division on my street the climate is absolutely different.

The protection, shade, birds, pollinators and all the amazing things happening in my thriving yard is completely opposite to the barren land of the sub division.

Mount Forest needs to take action on evolving infrastructure but keeping the beauty and historical integrity of the town (what's left) Including historic tree lined streets.

I also recommend enforcing more trees to be planted by builders in their plans to develop Mount Forest. Following the same look as the historic streets downtown. This should be mandatory.

I will recommend my favourite book to read:

"The Hidden Life Of Trees" by Peter Wohlleben who is a German Forester and author.

I hope you can change your perspective on removal of historic trees in your community.



**Tammy Stevenson**

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**From:** Karren Wallace  
**Sent:** November 7, 2023 1:21 PM  
**To:** Brooke Lambert; Tammy Stevenson  
**Cc:** township  
**Subject:** FW: MORE TREES BEING REMOVED IN MOUNT FOREST

FYI

***Karren Wallace, Director Legislative Services/Clerk***

Phone) 519-848-3620 ext 4227

Email) kwallace@wellington-north.com

---

**From:** [REDACTED]  
**Sent:** Tuesday, November 7, 2023 1:20 PM  
**To:** township <township@wellington-north.com>  
**Subject:** MORE TREES BEING REMOVED IN MOUNT FOREST

How many trees must be removed before Mount Forest has to be re-named?

I read with concern, the LETTER in the BizBull by Daphne Rappard, about the plan to remove trees in Mount Forest to accommodate Tim Horton's, and a sidewalk widening on Fergus St.

Please be advised that the Township does not have my permission to proceed with this plan.

We can and should do better.

I applaud the work of the GREEN TEAM on this, and ask that the Township reconsider.

Regards,

[REDACTED]  
Resident of Mount Forest, and Proud of It



**WELLINGTON NORTH**  
SEMPER PORRO

**CAPITAL PROJECTS PUBLIC INFORMATION CENTRE  
PUBLIC SURVEY  
OCTOBER 24 AND 25, 2023**

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3. Comments related specifically to my property	
Do you have a sump pump?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Preferred storm service location	
Unique situation on my property to highlight	



**4. Additional Comments**

- A turning lane will not solve our problem just make things worse, instead 2 lanes will be blocked off instead of 1.
- A lot of kids on John st, this will make larger amounts of traffic. Making it unsafe for kids traveling to/from school ect.
- We don't allow any other food company to use the road as a drive through, foodland had to help with the cost and figure it out ~~themselves~~ themselves.
- there are bigger problems and more dangerous ~~st's~~ st's than ~~John~~ John St.  
(Scotiabank corner, Main and King)

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TWP. OF WELLINGTON NORTH



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Do you have a sump pump?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Preferred storm service location	leave existing drain in same place
Unique situation on my property to highlight	



**4. Additional Comments**

Have the contractor do all the private water & sewer hook-ups, rather than giving a home-owner allowance, just make less hassle for everybody.





**WELLINGTON NORTH**  
SEMPER PORRO

175  
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TWP. OF WELLINGTON NORTH

**CAPITAL PROJECTS PUBLIC INFORMATION CENTRE  
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Do you have a sump pump?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Preferred storm service location	
Unique situation on my property to highlight	STORM DRAIN IN AWAAY.



**4. Additional Comments**

IF \$250 ALLOWANCE FOR LOT LINE  
HOOKUPS - WHY NOT LET CONTRACTOR  
DO THIS - AVOID SEWAGE LEAKS,  
SCHEDULING, ETC.

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NOV 10 2023

TWP. OF WELLINGTON NORTH

November 7, 2023

Township of Wellington North  
To Whom It May Concern

Re: Trees on Colcleugh Avenue and Fergus Street

The beautiful 20<sup>th</sup> century homes that are located in Mount Forest owe much of their allurement to the mature trees which adorn the same property on which they sit. All people, tree lovers or not, are awe struck by the beauty a mature Sugar Maple exuberates when out in full leaf. Their benefits to providing shade and oxygen are known by all.

So what happens when we have to destroy these trees for safety or health reasons?

Such is the case Mount Forest is currently facing. Fergus Street and Colcleugh Avenue are two streets in Mount Forest that are noted for their mature maples.....but they gotta go.

It seems wider sidewalks, replacement of antiquated water and sewer mains, curbs, gutters, storm water management all take precedence. It is highly doubted that beauty will ever override health and safety, and most probably in this case too, the same will apply.

What would be wrong if the town replaced the trees with a 4" min (100mm) diameter wire basketed Sugar Maples. Sugar Maples not Norway Maples are the nicest, this is common knowledge to any arborist. The trees should be no further apart then 20 feet.

It would be my opinion that, if in the name of progress, we must destroy these beautiful Sugar Maples, then in the name of humanity we replace them.

The home I grew up in at [REDACTED] is currently 165 years old give or take. Surely to goodness a 20<sup>th</sup> century home, if stripped of her original living companions, can have some living replacements move in that will be up to speed in 20 years or so.

Thank you

[REDACTED]



**WELLINGTON NORTH**  
SEMPER PORRO

178  
**RECEIVED**

NOV 10 2023

TWP. OF WELLINGTON NORTH

**CAPITAL PROJECTS PUBLIC INFORMATION CENTRE  
PUBLIC SURVEY  
OCTOBER 24 AND 25, 2023**

<b>1. Contact Information</b>	
Anonymous:	<input type="checkbox"/>
Name:	[REDACTED]
Address:	[REDACTED]
Phone Number:	[REDACTED]
Mailing List for Project Updates	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

<b>2. Capital Project – Please select project that you wish to submit comments to</b>	
<input checked="" type="checkbox"/> John Street, Mount Forest (Queen Street W to Waterloo Street)	<input type="checkbox"/> Smith Street, Arthur (Wells St to Conestoga St)
<input checked="" type="checkbox"/> Fergus Street North, Mount Forest (Wellington St to Birmingham St)	<input type="checkbox"/> Clarke Street, Arthur (Smith St to Domville St)
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<input checked="" type="checkbox"/> Fergus Street North, Mount Forest (Durham St to Sligo Road)	<input type="checkbox"/> Other:

<b>3. Comments related specifically to my property</b>	
Do you have a sump pump?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Preferred storm service location	
Unique situation on my property to highlight	



**4. Additional Comments**

Please see attached letter

Other concerns:

paving of boulevards

→ expensive

→ environmentally unfriendly

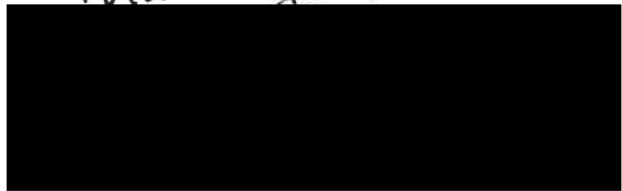
→ more runoff due to

↓ ground moisture absorption

(City of Guelph has lots of suggestions for pollinator-friendly, salt tolerant perennial plants on their website under Boulevard gardens)

Was a cost comparison done between traditional construction vs. environmentally conscious methods?

Thank you



Regarding proposed construction in Mount Forest:

I am part of the Mount Forest Green Team, a group of concerned citizens working towards protecting and enhancing our local environment and dedicated to keeping Mount Forest green. I recently attended the Township of Wellington North public information meeting, which included discussion on the proposed reconstruction of John St. from Queen St. W to Waterloo St. to allow for a left turn lane into Tim Hortons, as well as water/ sanitary sewer and sidewalk replacement on Fergus St. N (between Wellington St. E and Sligo Road).

I was appalled that about 45 municipal trees appear to be slated for removal, according to the engineering plans presented for these projects. Since June, the Green Team has been actively tabulating our town's drastically dwindling inventory of municipal trees, in an effort to create awareness of the threat to our local tree canopy that makes us Mount FOREST. We are collaborating on this inventory with the Township, and while we were grateful that the Green Team got a specific invitation to the public meeting, it was disappointing that our request to see the engineers' reports prior to the meeting was unable to be met. This was also a point raised by the numerous concerned residents of Fergus St N. More unfathomable was the fact there had been no consultation with a licensed arborist or environmental consultant before these engineering plans were created.

Many concerns were raised about the John St. project, including the idea that Tim Hortons should be required to take some responsibility for the need for better access, issues with residents' shrinking front yards and street access, as well as the loss of trees. On inspection, these trees, except one, could arguably be replaced with more appropriate street trees. The lone mature silver maple is an exemplary specimen of its species, totally outclassing the half dozen younger (non-native) Norway maples on either side of it. Alternative methods of construction (like tunneling) should be considered to preserve this fine tree.

When questioned why the Township should be responsible for improving traffic flow at Tim Hortons, it was explained that because all the appropriate procedures were followed at the time of construction, the Township is obligated to accommodate this need. I wonder though why, with the current property not being able to handle the increased volume of traffic, the solution wouldn't be to move the franchise to a bigger location, much like a family having to move to a bigger house after it has outgrown its starter home (without municipal assistance). It is unfortunate that arrangements weren't made to buy the property south of Tim's when it was for sale a few years ago, before a house was built there...

As for Fergus St. N, it would be an absolute travesty to lose the canopy of healthy sugar maples that are probably at least a hundred years old (but still have lots of life in them). In consultation with a number of the street's residents, these trees, as well as the younger, healthy Norway maples, are the reason WHY they bought their properties. Driving down the street, especially this time of year, it is the quintessential picture of why Mount Forest has a reputation far and wide for its beautiful tree-lined streets.


I understand that the building code demands that new sidewalks be 1500 mm (5') wide to allow two mobility devices to pass, and this makes sense on a busy thoroughfare. Sidewalk traffic on Fergus St. N however is extremely light and driveways allow people to pass if necessary. While perusing the Ontario Building Code re sidewalk construction, I discovered Section 80.31.5, listing exceptions to sidewalk width requirements, including when there is "significant risk that the requirements, or some of them, would adversely affect water, fish, wildlife, plants, invertebrates, species at risk, ecological integrity or natural heritage values, whether the adverse effects are direct or indirect." Are these majestic maples not plants, and is this not our natural heritage? Under this section it should be possible to widen the sidewalk to only 4' and, by possibly taking 1' off the road width, maintain the same location for the outside edge of the sidewalk, preserving the trees.

Alternatives exist for replacing necessary infrastructure with much less effect on tree roots, for example by torpedo tunneling the new infrastructure without removing all of the old. Residential hookups can be created at angles other than 90 degrees from the road; the technology exists; has anyone investigated its feasibility?

Circumstances have changed. In the face of the climate change crisis we cannot afford to continue doing construction as usual. You can't just make up for dozens of carbon capture heroes by 'replacing' them. I hope that we as a community recognize that change will only happen if we all stand up for what is important. You have an opportunity to act by sharing your concerns with the Township of Wellington North (written submission or email to [township@wellington-north.com](mailto:township@wellington-north.com)) before November 10, 2023.

I feel much more effort should be put into looking at more thoughtful ways of doing things. I wonder if this is what indigenous people may have felt like, when the land they stewarded wisely and sensitively for generations was zealously exploited by the colonists' conviction they were doing good.

In closing, I quote Wendell Berry,  
"[T]he care of the earth is our most ancient and most worthy and, after all, our most pleasing responsibility. To cherish what remains of it and to foster its renewal, is our only legitimate hope."





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Preferred storm service location	
Unique situation on my property to highlight	





**4. Additional Comments**

My husband and I are concerned about the decimation of municipal trees. We can't believe that there isn't a better solution than clear cutting Bergus St N!  
Please investigate other options to help preserve our beautiful town.  
We hope that you realize the impact that this has on our environment!!





**WELLINGTON NORTH**  
SEMPER PORRO

(also available online <sup>184</sup>  
under Capital Projects)  
submit by Nov 10/23

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**4. Additional Comments**

Dont destroy these trees  
There are alternatives



**WELLINGTON NORTH**  
SEMPER PORRO

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#### 4. Additional Comments

Lets keep the forest in Mount Forest  
Please find ways to work around  
the existing trees.

IF there is no way around the  
tree at least replace it with  
a new tree of significant size.

Trees for the next generations to enjoy  
and because it is our responsibility  
to leave this place better than we found  
it.



**WELLINGTON NORTH**  
SEMPER PORRO

188  
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**4. Additional Comments**

I was shocked + saddened to hear of the proposed removal of 45 100yr old trees on Fergus St + John St. in Mount Forest.

In a time when climate change is front and center in the world, how is it possible that this is even a consideration?

It's hard to believe such a proposal was put forth without any guidance by either a qualified environmental consultant or arborist. Mindlessly removing these trees and replacing them with saplings is laughable. How many saplings would it take to do the job of just one of these giants? As stated in this month's Biz Bull, alternatives do exist for replacing necessary infrastructure that could change the outcome of this project.

The proposal for a left turn lane into Tim Hortons from John St. is ridiculous, if there isn't enough room for this very prosperous business to operate, it should move to a more suitable location. Why are taxpayers left paying for this and why are considerations being made to modify roadways + remove trees for this business? It doesn't make any sense.

I couldn't help but notice the Wellington North logo. "Semper Porro!" This translates to "Always Forward", and far from describes the actions these proposals are suggesting. This is very disheartening.



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Unique situation on my property to highlight	





#### 4. Additional Comments

I understand many trees are going to be cut down. There should be other ways to do the job without removal of trees. Trees gives us so many reasons to stay alive for humans and wild life. Shade, wild life homes, air we breath, wind to stay cool, shade for streets and joy of colours in the fall and winter.

If the life span for the trees are done that can't be helped. however, if they have life in them. They should keep living.

Restructure is important But at what cost. NO "forest" to our town?

one or two I could need to be removed But the amount that would be removed is a large amount. Side walks are important however 5ft ones?

Guess we should rethink.





**WELLINGTON NORTH**  
SEMPER PORRO

(also available online <sup>192</sup>  
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\* due Nov 10 / 23

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(over)



**4. Additional Comments**

- 1) Keep the FOREST in Mount Forest,
- 2) Left turn lane into Tim Horton's,  
Is Tim Horton's taking any responsibility in the cost of this turn Lane?  
What if other businesses want to have new entrances?  
Is this going to start a precedent for other business?  
If they are cutting down so many trees, there could be new trees planted.

Thank you,



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**4. Additional Comments**

PLEASE SAVE OUR FOREST!

LOOK AT EACH AND EVERYONE  
AND TRY AND SAVE AS  
MANY AS POSSIBLE IF NOT.  
REPLACE MORE TREES.

THE TREES ARE SO IMPORTANT.  
TO OUR ENVIRONMENT.

PLEASE REREAD DAPHNE'S  
LETTER TO THE EDITOR.

IN BIZ BOLL.

I AGREE WITH ALL POINTS

THANK 



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**4. Additional Comments**

Please leave the trees alone on John Street.

Tim Hortons knew the trees ~~at~~ <sup>on</sup> people's property was there when they built it. Let Tim Hortons move to another location. I cannot believe there was no contact with a licensed arborist or environmental consultant. Engineers are paid big bucks to do their jobs properly.

Fergus Street is one of the prettiest streets in our town because of the trees. Leave them alone!!

A Very concerned citizen!!

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#### 4. Additional Comments

- Making a turning lane in the center of the road will not fix the drive thru issue. Will cause more problems. Now on weekends instead of rigs and other traffic having issues of getting around the drive thru traffic on Queen Street. They are going to have issues of getting around the turning lane traffic plus the other traffic that can't get onto John Street because turning lane traffic will be blocking 2 lanes now.
- Would be better to make it a one way street and put the turning lane closest to Timmy and the other lane could be through traffic. Less near misses, accidents, and fights.
- Or change the direction of the one lane road so everyone comes from Waterloo street This would allow 2 blocks of traffic not half a street
- Why are we allowing Timmy to use our roads as a drive thru. No other municipality does.
- This is a Timmy problems. We made Foodland figure out their issue why are we not making Timmy. If they can't figure it out then the drive thru should be closed. Town should not suffer because of one business.
- Is Timmy being held responsible for any of the issue. Are they paying for any of these expenses.
- New sewers are being put in. What if a homeowner can't afford that expense. In this day and age times are tough as it is without an added expense.
- You are taking 3 ft from everyones front lawns. Why not take 1.5 from both sides of the road. Might be able to save more trees this way.
- Some people are losing their complete front lawn. And will step right off there front step onto side walk. This is already a highly crime street. With losing that 3 feet you are now putting the criminals closer to homeowners front doors.
- By taking the 3 feet some people will have no place to park on their own property. How are you going to address this. Is Timmy going to allow these people to park at their facility. Or can they park in your driveway.
- The center turning lane is only getting about 2 more cars in the lane as opposed to what is already there at the side of the road. So not really a fix!
- If the town wants to help Timmy fix the problem then they should buy the abandon eye sore on the corner of Hwy 6 & 89. And put the drive thru through there. Would solve two problems. The Timmy traffic and how uninviting that building makes our town look. Plus then we could also save our trees.
- Maybe a second location is the solution like Arthur did.
- We are just putting a bandaid on the problem what are we going to do in 3 yrs when we have more people in Mount Forest and the problem is that much bigger. Lets not put a bandaid on the problem and fix it for good. Turning lane is not the bigger solution.



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Capital Projects Public Information Centre  
Public Survey  
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#### 4. Additional Comments

Hello,

I do not live on John Street but I use it daily. I also use this Tim Hortons location many times throughout the day. But if this turning lane goes through I will no longer be using this location. Adding the turning lane is going to make this area dangerous to not only the homeowners on this street but also the traffic. Walkers and drivers included.

Everytime I am on this street I see many children. I worry about them and the extra lane of traffics. I also worry about how much more hectic it will be for homeowners getting in and out of their driveways. I also worry about all the beautiful trees we are going to lose for one business. If we make this a one way street and we have it coming from Waterloo street and exiting out on Queen Street, then we have 2 blocks where the traffic can line up unlike current where we have enough for 4 cars. Yes I understand that the turning lane would possibly add 2 more spaces. I think also their would be room for homeowners to back out of their driveways. Beside the Tim Hortons traffic. If we keep it to 2 lanes.

I think we should just force Tim Hortons to move as this is not a good location. Maybe many years ago when they first came it was. But with everything moving to the other end of town. I think in the near future they will see it is not any more.



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Unique situation on my property to highlight	



**WELLINGTON NORTH**  
SEMPER PORRO

Capital Projects Public Information Centre  
Public Survey  
October 24 and 25, 2023

#### 4. Additional Comments

- 1) Timmy does not own the land. They lease this land. So at any point their lease could be up. So we are upsetting people who pay land taxes to help people that don't pay land taxes.
- 2) Close off John Street entrance and make them use their own property
- 3) Close down the drive thru
- 4) Make Timmy figure out their own problem like we did to Foodland. Is this not favouritism?



**WELLINGTON NORTH**  
SEMPER PORRO

RECEIVED

NOV 10 2023

**CAPITAL PROJECTS PUBLIC INFORMATION CENTRE**  
**PUBLIC SURVEY**  
**OCTOBER 24 AND 25, 2023**

<b>1. Contact Information</b>			
Anonymous:	<input checked="" type="checkbox"/>		
Name:			
Addresses:			
Phone Number:		Email:	
Mailing List for Project Updates	<input type="checkbox"/> YES	<input type="checkbox"/> NO	

<b>2. Capital Project – Please select project that you wish to submit comments to</b>			
<input checked="" type="checkbox"/> John Street, Mount Forest (Queen Street W to Waterloo Street)	<input type="checkbox"/> Smith Street, Arthur (Wells St to Conestoga St)		
<input type="checkbox"/> Fergus Street North, Mount Forest (Wellington St to Birmingham St)	<input type="checkbox"/> Clarke Street, Arthur (Smith St to Domville St)		
<input type="checkbox"/> Fergus Street North, Mount Forest (Birmingham St to Durham St)	<input type="checkbox"/> Adelaide Street, Arthur (Conestoga St to Clarke St)		
<input type="checkbox"/> Fergus Street North, Mount Forest (Durham St to Sligo Road)	<input type="checkbox"/> Other:		

<b>3. Comments related specifically to my property</b>	
Do you have a sump pump?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Preferred storm service location	
Unique situation on my property to highlight	



**WELLINGTON NORTH**  
SEMPER PORRO

Capital Projects Public Information Centre  
Public Survey  
October 24 and 25, 2023

#### 4. Additional Comments

A) Make John Street a one way street. This will cut out many near misses from cars going both ways. Will also end alot of fights. As who's turn it actually is next in line

B) Has a road study been done of this street. And by road study I mean on a long weekend in the summer. Not a raoad study done in the middle of the week.

C) Sobey's is paying over 50% of the road way, why does Tim Horton's not get the same treatment

D) Center lane will cause more issues for traffic on the highway

E) This is a Tim Hortons problem not a tax payers problem

F) Close John Street Entry. Make Tim Hortons update their parking lot so it is more efficient

G) Tim Hortons need to keep their traffic on their property

**Tammy Stevenson**

---

**From:** Brianna Gordon  
**Sent:** November 20, 2023 4:16 PM  
**To:** Tammy Stevenson  
**Subject:** FW: re. letter from Dr Daphne Rappard re. protection of trees in Mount Forest  
**Attachments:** Mount Forest Green Team letter to BizBull.docx

FYI

---

**From:** [REDACTED]  
**Sent:** Monday, November 20, 2023 4:13 PM  
**To:** township <township@wellington-north.com>  
**Subject:** re. letter from Dr Daphne Rappard re. protection of trees in Mount Forest

Re. Township Meeting 20 November 2023

Citizens concerns regarding respect for trees:

I became aware of this critical issue only yesterday and was shocked to hear of the lack of respect for existing trees within the town of Mount Forest. Moreover, the sad choice between the width of a sidewalk as opposed to the preservation of a tree, and worse still to even contemplate the removal of a large number of healthy maples. The health of human beings is dependent on many things, one being to be given the opportunity of enjoying beauty, especially for a child who can gaze at a magnificent tree. Added to this, environmentally trees surrounding houses provide protection against excessive heat and cold.

The standard response, when a citizen objects to the felling of a tree is "Oh, we will will replace it."

However, I have yet to hear how one can replace a tree that is a hundred years old.

Please, for the sake of the present generation, and the next, give very serious consideration to Dr Rappard's letter.

Sincerely,

[REDACTED]



## Keep the Forest in Mount FOREST!

We, the concerned citizens of Wellington North request that the Township of Wellington North defer its' 2024 Capital Projects for the reconstruction of John St. and Fergus St. N. in Mount FOREST until environmentally respectful alternatives have been thoroughly investigated, in consultation with a qualified arborist and environmental consultant.

Name	Address	Phone #	Email(optional)	Signature
Cynthia Beyer	Mt. Forest	519-323-1979		Cynthia A Beyer
Virginia Byers	Mt Forest	519 593 2225		Virginia Byers
Bob Deane	Mt Forest	519-333-4611		Bob Deane
Karen Coburn	Mt Forest	519-323-1480		Karen Coburn
Conrad Hunter	Mt Forest	519 509 1958		Conrad Hunter
Kathleen McDougall	Mount Forest.	319-282-0081		Kathleen McDougall
Annie Donaldson	Mount Forest	(519) 222-8942		Annie Donaldson
Shawley	Conn	519 323 1478		Shawley
J. Deane	Mt Forest	519 323 9390		J. Deane
L. Henderson	Moorefield	519-835-3611		L. Henderson
Emily Kuylen	moorefield	226-971-421		Emily Kuylen
Norma Kamant	RR#2 MtForest	519-323-3090		Norma Kamant
Caroline	Hamilton	519-339-3371		Caroline
Claire Black	Mt FOREST	519-217-5579		Claire Black
Branch Steens	MT Forest	519-377-2650		Branch Steens
Avery Fisher	MT Forest	519-261-1153		Avery Fisher
Heather Reeves	Mt. Forest	519-323-5118		Heather Reeves
Joe Gathbar	MF	519-323-8565		Joe Gathbar
Margy Smart	Conn	519-323-1192		Margy Smart
Pam Carson	MF	519-313-0949		Pam Carson
Courtney Carson	MF	519-313-0854		Courtney Carson
Alli Carson	Mount Forest	519-313-1449		Allison Carson
Joanne Penney	Mt Forest	519-323-2276		Joanne Penney
Shelley Morrison	mt Forest	519-943-5100		Shelley Morrison
Diane Mikitt	" "	780 835 1774		Diane Mikitt
Jessica McFarlane	Mount forest	09 323 8109		Jessica McFarlane
Sharon Bowden	mount FOREST	519 323-0303		Sharon Bowden
ANITA DEVERELL	WELLINGTON NORTH			Anita Deverell
Lois Gordon	Mount Forest			Lois Gordon
Leslie Fernan	Mt Forest	519-568-1333		Leslie Fernan
Branda Trommelan	Mt. Forest	519-321-1648		Branda Trommelan
Brenda Harris	mt. Forest	519/321-9553		Brenda Harris
Andy Kelly	Mt Forest	519-313-4626		Andy Kelly
Shelley Weber	Mt Forest	519-321-0025		Shelley Weber
CAROL WEBER	MT FOREST	519 321 1237		Carol Weber
Angie Weber	Mt Forest	519-993-3595		Angie Weber
Daphne Rappard	Mt. Forest	519-323-7845		Daphne Rappard
Jean Jeffery	Mt. Forest	519 323-2311		Jean Jeffery

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Name	Address	Phone #	Email(optional)	Signature
JOHN JEFFERY	MOUNT FOREST	(519) 323-2391		
Crystal Steffler	Mount Forest	519-827-6075		
Megan Simamon	Mount Forest	519 323-5824		
LYNN REEVES	MOUNT FOREST	519 323-5722		
Peper Foster	Minto	519 941-6021		
Tammy Foster	MINTO	519-941-6021		
Deb White	Almo	519-500-7952		
Barb Hulchricks	Moorefield	226-338-1435		
Cheryl Kieffer	Mount Forest	519-630-7718		
CI ST. LOUIS	Mt. Forest	519 2610333		
Henny Hildebrand	mt forest	519-323-2039		
Carolyn Schneider	Mildmay	367-3088		
Diana Doss	Walkerton	519 5408094		
Sarah Townsend	Walkerton	519.377.5038		
SUE LAWSON	MOUNT FOREST	519-323-7941		
LYNN LAMONT	MOUNT FOREST	519 323 1933		
BARB WHITE	MT FOREST	519 509-2192		
Charleen Fisinger	Mt. Forest	519 323 0027		
Steve Fisinger	Mt Forest	519 323 0027		
Lyla Hruska	M F	519 313 0024		
Mary Frew	Hulstern			
Paula Coffey	Kenilworth	5198310249		
Tracy Keaman	Mount Forest	519 321 9847		
Sara Cox	Mt. Forest	519-591-2360		
Drew Nelson	Mt Forest	519 321 2224		
Roger Duke	Pike Lake	226-201-2517		
Janice Weston	82768 Letterbreen	519-410876		
Diane Ruzic	Pike Lake	226-201-2518		
Pemmi Shepard	7489 Side Rd SE	416-937-2519		
Ada Mason	250 London Rd	519-323-1450		
Julie Wagner	RR#3 Clifford	519 3278932		
SILVIA JACIK	Mt. FOREST	519 509 0213		
Sandra Voll	Mt Forest	519-604-8406		
ELINE WILLIAMSON	MT FOREST	519-32-1442		
MARCIA WEISER	Mt. FT.	519 323 - 9707		
Gina Alexander	Holstein	519-503-3944		
Paul Pitke	Walkerton	519-901-3485		
Jim Schmidt	Walkerton	519 881835		

### Keep the Forest in Mount FOREST!

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Name	PRINT	Address	Phone #	Email(optional)	Signature
Janice Benson		206 Wendy's Ln	519 314 7579	ebenson@wightman.ca	
Michelle Green		Ayton	519 606 2088	mgreen@piklake.com	
Dawn Jones		148 Cheryl Lynn	519 323 4690		
Kerry Hall		420 Arthur St	519 323 9977		
Susan Douglas		3-746 PRINCESS	416-414-1339		
Carol McGee		136 Melissa Cres	519-321-9751	carol.mcgee124@gmail.com	
Marianne Clemmer		Box 13 Kenilworth	848-3244		
Karen & Jim Seifried		RR2 Mt. Forest	519-323 2246		
Judy Hardie		225 Wendy's Dr	(519) 323-9699		
Roxie Hall		RR5 Mt Forest	519 323 7735		
Cathy Leader		RR# 4 Mt. Forest	519-323-7665		
Cathy Benson		Industrial Dr	519 323 2815		
Debra Kalb		510 Forest Glen Cres	519-323-2696		
Ellen Sherrid		110 Copney Rd	519 323 1424		
Dawn Myre		430 Parkside Dr	519-278-6691	lmyredawn@gmail.com	
Cheryl Reid		106 Shelley St. <sup>Holland</sup> Centre	519-472-7272		
Mary Allen		419 King St W	323-1934		
Anne Marie Brust		120 Numbury St	519-404-9720		
Mary Ellen		424 Arthur St	Mt Forest		
Angie Orr		421 Waterloo St	Mt Forest		
Glenita Ruffolo		210 Murphy St	Mt. Forest		
Kim McDonald		410 Queen St W	519 323 9315		
JACKIE GINGERICH		<sup>302694</sup> DOUGLAS ST DURHAM	519 369 4628		
Bill Pipees		6673 Hwy 89	323-3161		
Sharon Rodgers		125 Elgin St. N.	323-2448		
Donna McComb		755 Waterloo	705 927-1444		
Hal WARR		- " -	- " -		
Plaudette Stevens		043264 Southgate Rd 4	519-321-1119		
Jean Pluff		323 Jeremy's Court	MF 519 323 2929		
Cindy Beatty		8124 Wind 8 Kenilworth	519 848 3273		
Doug Beatty		" "	"		
Clover Dukes		279 Main St N. M.F	519-323-4760		
KATHERINE DIPPEL		391 SULLORD CME	519 323 3546		
CYNTHIA BALTMAS		7700 SIDERDE	519 323 3173		
ELEN FERGUSON		125 ELGIN ST	519 321 1149		
BARB REED		740 PRINCESS ST	323-2174		
Deb Shupe		Mt Forest	519 321-1582		
JOAN AITKEN		"	519-314-2114		

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Name	Address	Phone #	Email(optional)	Signature
Tom Shupe	Mt Forest	321 1681		<i>Tom Shupe</i>
Chere Ramore	Mt Forest	323-1393		<i>Chere Ramore</i>
Jim Ramore	Mt Forest	323-1393		<i>Jim Ramore</i>
Charles Richardson	Mt Forest	226-337-4453		<i>Charles Richardson</i>
Don Johnson	Mt Forest	323-9054		<i>Don Johnson</i>
Bob Man	Mt Forest	323-9045		<i>Bob Man</i>
Whitney Husnik	Mt Forest	444 8226		<i>Whitney Husnik</i>
Chris Pfeiffer	Holstein	819 301 6861		<i>Chris Pfeiffer</i>
BREUDA PROZOR	MT FOREST	613 305 0341		<i>Breuda Prozor</i>
Pat Fawcett	Mt Forest	519 323 4125		<i>Pat Fawcett</i>
Audrey Grenier	Mt Forest	288 541-9396		<i>Audrey Grenier</i>
Brad Lundy	Mt Forest	289 541 9210		<i>Brad Lundy</i>
Don MacArthur	Mt Forest	705-665-6856		<i>Don MacArthur</i>
FAITH TOWRISS	Mt Forest	323 1723		<i>Faith Towriss</i>
B LEIGH	MT FOREST	323 6958		<i>B Leigh</i>
B McFarlane	MT FOREST	477-8929		<i>B McFarlane</i>
Mam Kiers	Mt forest	515-575-5669		<i>Mam Kiers</i>
Jan Lies	Mt Forest	519-323-4801		<i>Jan Lies</i>
Christina Kaye	Mt. Forest	519 292 1460		<i>Christina Kaye</i>
Dennis Kaye	Mt Forest	519 257 8347		<i>Dennis Kaye</i>
Marcia Capell	Mt Forest	519-323-3174		<i>Marcia Capell</i>
John Capell	Mt Forest	"		<i>John Capell</i>
Pat Lamb	" "	519 323 3767		<i>Pat Lamb</i>
Jean Moore	" "	519-323-1677		<i>Jean Moore</i>
Sharon Chambers	" "	579-223-3257		<i>Sharon Chambers</i>
Hinda Moore	" "	519-323-2120		<i>Hinda Moore</i>
Tracy Smith	" "	416-525-6395		<i>Tracy Smith</i>
Christine Keely	" "	(519) 323-6227		<i>Christine Keely</i>
Barbara Huska	" "	519 509 6527		<i>Barbara Huska</i>
Lisa Stanley	" "	519-803-3014		<i>Lisa Stanley</i>
Patricia Frenoli	Concordia ON	519-574-7646		<i>Patricia Frenoli</i>
Chris Frenoli	" "	519-580-7646		<i>Chris Frenoli</i>
FRAN MACVICAR	KENILWORTH	519-323-9283		<i>Fran Macvicar</i>
JOHN MACVICAR	"	519-323-9283		<i>John Macvicar</i>
Rebecca Wetherow	Mt. Forest	519-323-2259		<i>Rebecca Wetherow</i>
Don Lamb	Mt Forest	519 323 3517		<i>Don Lamb</i>
BW Jettles	Mount Forest	519-323-4017		<i>BW Jettles</i>
KATHY CALDER	MT. FOREST	519-323-3015		<i>Kathy Calder</i>

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Name PRINT	Address	Phone #	Email(optional)	Signature
Reena Fleming	Arthur	416-554-3381		Reena Fleming
Charlene Fleming	Arthur	416-554-5381		Charlene Fleming
Monice Dryden	MT Forest	416-317-8712		Monice Dryden
John Dryden	"	416-846-8712		John Dryden
John ROBERTS	"	519-323-5090		John Roberts
Helga Kapper	"	"		Helga Kapper
CHERYL VANDEPRAE	KENILWORTH	519-323-7126		Cheryl Vandeprae
GLENNA BARTON	"	113231090		Glenna Barton
Carol Stevens	Stattford ON	519-949-3250		Carol Stevens
Joy KOSTUSZ	Mount Forest	519-509-9933		Joy Kostusz
Meru Moyer	Mount Forest	519-323-7849		Meru Moyer
Jo-Anne Plante	310 Homewood Ave	519-889-1557		Jo-Anne Plante
Marjorie Young	" "	519-323-9058		Marjorie Young
Coyga Baines	9 Dunkin St W	519-609-0571		Coyga Baines
Anita McDonald	Durham			Anita McDonald
Susan Wells	21269 Badding	519-313-0388		Susan Wells
Kelly Jolicoeur	170 Elgin St. S.	647-986-5471		Kelly Jolicoeur
PARIS	51-740 PRINCESS	519-509-5511		Paris
Christina Jolicoeur	300 Henry St	647-402-2781		Christina Jolicoeur
Jennifer Kennedy	2226 Car 14 Newstadt	519-377-1809		Jennifer Kennedy
Betsy Young	314 13th Hannover	226-230-2566		Betsy Young
Baib Nash-Holy	103, McVICAL ST	519-386-5267		Baib Nash-Holy
Pat Nolan	135 D Church St. N.	519-323-9304		Pat Nolan
Sue Tokarsky	308 SILVERBIRCH AVE	519-332-1922		Sue Tokarsky
Sue Stevens	255 Normanby St	519-313-4015		Sue Stevens
Sarah Nieldham	401 BIRMINGHAM	579-333-6317		Sarah Nieldham
Lene McLean	327 Birmingham	519-322-2376		Lene McLean
Sarah Wenger	315A Jermyns Cres.	(519) 261-0908		Sarah Wenger
Mary Kachler	151 Waterford Str.	519-261-0116		Mary Kachler
John Moyer	Mount Forest	(519) 323-7088		John Moyer
Margo Moyer	Mofo	519-835-9669		Margo Moyer
Liz Upham	MT. Forest	519-509-7140		Liz Upham
Sara Segura	MT FOREST	519-323-0362		Sara Segura
Wesley Carson	519-803-7482	MT Forest		Wesley Carson
Colleen Carson	519-323-2138	416-303-9600 Durham 2800		Colleen Carson
Dorothy Koeber	519-323-1349	WINDY 50		Dorothy Koeber
DOROTHY KOEBER	519-323-2932			Dorothy Koeber
PAUL GRICE	RR4, MOUNT FOREST	(519) 323-1494		Paul Grice

## Keep the Forest in Mount FOREST!

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Name	Address	Phone #	Email(optional)	Signature
C. Beren	210 Byeland Dr.	519-509-9189	berenc@citimail.com	C. Beren
C. Peag	496 Durham St.	519-379-1305		C. Peag
Britany Fritz	440 King St East	226-978-5310	Fritz_558@hotmail.com	Britany Fritz
K. Bakewell	160 Durham St. W	905-452-2291	kat41-182@hotmail.com	K. Bakewell
Abigail ginger	410 King St East	519-323-6144		Abigail ginger
Jaden Kellett	440 King St East	519-575-6003		Jaden Kellett
Beth Leith	458 Albert St	519-323-5505		Beth Leith
Susanne Bear	Drayton	519-823-6744		Susanne Bear
Pamela Rendell	398 Fergus St	647-269-9893		P. Rendell
Bill Harris	355 Fergus St	905-586-0831		Bill Harris
Paul TRATHEN	395 Fergus St. N.	519-509-9441	trathenpaul@gmail.com	Paul Trathen
Bill Littlechild	378 Fergus St N	519-313-1125		Bill Littlechild
Paul M'Gill	368 Fergus St N.	519-323-3777		Paul M'Gill
Linda Dunk	365 Fergus St N	519-323-8887		Linda Dunk
Norma Chevalier	355 Fergus	519-323-3719		Norma Chevalier
Don Weir	316 Fergus St. N.	519-323-2043		Don Weir
Tina Weir	316 Fergus St. N.	"		Tina Weir
Vicky PALICH	328 Fergus St N.	416-804-7958		Vicky Palich
GRAZYNA MODZYNSKI	FERGUS ST N	905-749-3035		G. Modzynski
Sylvia Beda	328 Fergus St N	519-781-1601	sylviabeda@gmail.com	Sylvia Beda
DANIEL GUILBAULT	338 FERGUS ST N	519-830-4088		Daniel Guilbault
PETE ILLINOWAY	315 FERGUS N	519-323-2066		Pete Illinoway
Barbara Tillingworth	315 Fergus St N.	519-323-2066		Barbara Tillingworth
Connie Jette	325 Fergus St N.	519-323-4501		Connie Jette
Gay Jette	325 Fergus St N.	519-323-4501		Gay Jette







## Staff Report

**To:** Mayor and Members of Council Meeting of December 11, 2023  
**From:** Tammy Stevenson, Senior Project Manager  
**Subject:** OPS 2023-044 Traffic regulation by-law update

### RECOMMENDATION

**THAT** Council of the Township of Wellington North receive Report OPS 2023-044 being a report on Traffic regulation by-law update and to repeal By-law 130-22;

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

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

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

Report OPS 2022-031 Traffic regulation by-law update

Report OPS 2021-024 Traffic regulation by-law update

### BACKGROUND

The proposed by-law update is a housekeeping update to reflect stop signs and other transportation related changes that have occurred in the Township during the past year.

#### Additions to Traffic Regulations Bylaw Update

Definition : “**pedestrian crossover**” has the same meaning as in the *Highway Traffic Act*;

Section 7 being added:

#### 7. **PEDESTRIAN CROSSOVER LOCATION**

7.1 The portion of highways set out in Column 1 of Schedule G to this by-law at the locations named in Column 2 are designated as pedestrian crossovers.

The following sections are to be renumbered:

8. **OFFENCE AND PENALTY PROVISIONS**

9. **VALIDITY**

10. **REPEAL**

11. **COMMENCEMENT**



Addition to Schedule A, A-1 Stop Signs:

- Domville Street/Colwill Court posted at Colwill Court
- Schmidt Drive/Eastview Drive (east side) posted at Eastview Drive

**FINANCIAL CONSIDERATIONS**

NA

**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>	Tammy Stevenson, Senior Project Manager	<i>Tammy Stevenson</i>
<b>Recommended By:</b>	Brooke Lambert, Chief Administrative Officer	<i>Brooke Lambert</i>



## Staff Report

**To:** Mayor and Members of Council Meeting of December 11, 2023

**From:** Corey Schmidt, Manager, Environmental & Development Services  
Sara McDougall, Process Compliance Analyst

**Subject:** OPS 2023-045 being a report on the Township's Drinking Water Quality Management System (DWQMS) – 2023 Management Review Meeting Minutes

### RECOMMENDATION

**THAT** the Council of the Corporation of the Township of Wellington North receive for information Report OPS 2023-045 being a report on the Township's Drinking Water Quality Management System (DWQMS) – 2023 Management Review Meeting Minutes.

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

Annually

### BACKGROUND

The Township of Wellington North's DWQMS requires that a Management Review shall be conducted at least once every calendar year to evaluate the continuing suitability, adequacy and effectiveness of the Municipality's DWQMS and to identify any areas where improvement is required. The Management Review process ensures that all levels of the organizational structure (i.e. Owner, Owner Rep, Top Management and Operating Authority) are kept informed and aware of the Township's DWQMS and the performance of the municipally owned Drinking Water Systems.

### FINANCIAL CONSIDERATIONS

None

### ATTACHMENTS

Schedule A – Management Review Meeting Minutes dated November 22, 2023

### STRATEGIC PLAN 2019 – 2022

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

Yes No N/A

Which priority does this report support?

 Modernization and Efficiency Partnerships Municipal Infrastructure Alignment and Integration**Prepared By:**

Sara McDougall, Process Compliance Analyst

*Sara McDougall***Recommended By:**

Brooke Lambert, Chief Administrative Officer

*Brooke Lambert*



**TOWNSHIP OF WELLINGTON NORTH  
DWQMS MANAGEMENT REVIEW  
MEETING MINUTES**

**Date:** November 22, 2023

**Time:** 9:30am

**Location:** Arthur Wastewater Treatment Plant

**Attendees:**

Corey Schmidt, Manager, Environmental & Development Services (Top Management)

Sara McDougall, Process Compliance Analyst/QMS Representative (PCA/QMS Rep)

**The PCA/QMS Rep discussed the following items:**

**1. Incidents of Regulatory Non-Compliance**

- Arthur Drinking Water System and Mount Forest Drinking Water System Annual Ministry of Environment, Conservation & Parks (MECP) inspections received final inspection ratings of 100% for the 16<sup>th</sup> year in a row.
- No non-compliances were noted during the inspections.
- One best management practice (BMP) recommendation from the inspector during the inspections.
  - ✓ Mount Forest - In all pumphouses, it is noted that the raw water sample tap is in close proximity to the chlorination injection point. If a raw water sample is taken when the well pump is not running, it may get chlorinated water back feeding from the water line after the injection point. The owner has advised that they are aware of this and have developed a procedure which is written in the 'Mount Forest Operations Manual' under section 3.4.

**Action Items**

- **See section 10. Status of Management Action Identified Between Reviews.**

**2. Incidents of adverse drinking water tests**

- During this reporting period, there were five incidents of adverse drinking water tests, three in Mount Forest and two in Arthur. They were as follows:
  - ✓ A sample taken from Mount Forest DWS treated Well # 6 on Monday July 31, 2023 had an adverse result of 2 cfu/100mL Total Coliforms. Corrective action was taken and resampling results indicated zero Total Coliforms in all resamples, therefore indicating that the issue was resolved.
  - ✓ Treated samples taken from the Arthur DWS at Well # 7b & Well # 8 on Monday September 11, 2023 had adverse Sodium results of 36.6 mg/L & 21.5 mg/L. Although the Aesthetic Objective for sodium is 200 mg/L the results must be reported to Ministry of Health (MOH) if above 20 mg/L. This is so physicians can notify patients on sodium restricted diets. Corrective action was taken and resampling results indicated 36.5 mg/L & 21.6 mg/L of sodium,

- the Public Health Inspector was notified with no further actions required, paperwork was filed and the issue was resolved.
- ✓ Treated samples were taken from the Mount Forest DWS at Well # 3 & Well # 5 on Monday September 11, 2023 and had adverse Sodium results of 21.9 mg/L & 68.8 mg/L. Although the Aesthetic Objective for sodium is 200 mg/L the results must be reported to Ministry of Health (MOH) if above 20 mg/L. This is so physicians can notify patients on sodium restricted diets. Corrective action was taken and resampling results indicated 23.6 mg/L & 70.9 mg/L of sodium, the Public Health Inspector was notified with no further actions required, paperwork was filed and the issue resolved.

#### **Action Items**

- None

### **3. Deviations from Critical Control Points Limits & Response Actions**

- There were no deviations from Critical Control Points.

#### **Action Items**

- None

### **4. Efficacy of the Risk Assessment Process**

- Risk Assessment Review was completed February 24<sup>th</sup>, 2023. The following updates to the Risk Assessment Tables included:
  - ✓ Updating some of the wording in the Control Measures and Monitoring Procedures/Processes columns;
  - ✓ Adding some items not listed before that are apart of our current processes;
  - ✓ Changing the likelihood of Vandalism to wellhouses from Unlikely to Possible as we have some remote locations. The Manager commented that security upgrades were approved in the 2023 budget and we have been increasing security at all of our well sites.

#### **Action Items**

- None

### **5. Internal & Third-Party Audit Results**

- The internal audit was completed April 24<sup>th</sup> to May 31<sup>st</sup>, 2023. The audit team was comprised of Corey Schmidt, Darin Schenk, Sara McDougall, John Wilson and Greg McCorquodale. There were no non-conformances identified in this audit.

The auditors noted three opportunities for improvement (OFI):

- ✓ Element 5 Document and Records Control
  - ✓ Consider referencing the document control table & record control table in the applicable Operational Plan appendices procedures so that staff can look up where the location of hard copy and electronic copy of forms can be found more efficiently as well as where the records of those completed

forms are stored. This item was addressed July 27, 2023.

- ✓ Element 12 Communications
    - ✓ Consider including all of the items listed in the Management Review process that are communicated to the Owner to Operational Plan Element 12 – Communications procedure or referencing Element 20 – Management Review procedure so that someone reading the Element 12- Communications procedure knows what is being communicated to the owner for their awareness. This item was addressed July 27, 2023.
  - ✓ Element 19 Internal Audit
    - ✓ Consider clarifying in the Element 19 – Internal Audit procedure what processes are being audited and what elements are covered in each audit. This item was addressed July 27, 2023.
- On October 2, 2023, an off-site Systems Audit was conducted by Intertek - SAI Global with all pertinent information being sent electronically to the auditor. There were no non-conformities identified during this audit. The auditor noted three opportunities for improvement (OFI):
  - ✓ Element 1 Quality Management System/Director's Directions
    - ✓ Consideration should be given to updating the Schedule C forms to the latest version (now includes MDWL #'s and secondary contacts). This item has not been addressed. Plan to implement by December 29, 2023.
  - ✓ Element 5 Document and Records Control
    - ✓ Consider adding MDWL, DWWP, PTTW's to the list of External Documents in Appendix A5-01 and related records to Appendix A5-02, such as: Form 1's, 2's, 3's, Director Notifications, evidence of meeting disinfection requirements prior to placing upgrades or changes into service. This item has not been addressed. Plan to implement by December 29, 2023.
  - ✓ Element 11 Personnel Coverage
    - ✓ Consider referencing in Operational Plan Element 11 Personnel Coverage to O.Reg.128/04's new provisions (sections 32-35, enacted Dec. 2021) the regulatory requirements regarding the use of emergency substitute operators, their required competencies, training, records to be retained and reports to be made to the MECF. This item has not been addressed. Plan to implement by March 1, 2024.
- On October 4, 2023, an on-site Re-Accreditation Audit was conducted by Intertek - SAI Global. There were no non-conformities identified during this audit.

The auditor noted two opportunities for improvement (OFI):

- ✓ Element 13 Essential Supplies and Services
  - ✓ Porters should be added to the Essential Supplier list with communications of requirements. This item has not been addressed. Plan to implement by December 29, 2023.
- ✓ Element 17 Measurement and Recording Equipment Calibration and Maintenance
  - ✓ Consider reviewing the Pocket Colorimeter Calibration Verification Records (F17-01) to ensure consistent date formats are used. The international format for dates is yyyy-mm-dd. This item has not been addressed. Plan to implement January 2024.
- The Township of Wellington North maintains the Certificate of Accreditation effective date November 16, 2023.

#### **Action Items**

- **See section 10. Status of Management Action Identified Between Reviews.**

#### **6. Results of Emergency Response Testing**

- Pre and Post Chlorine Low Alarms and Diesel Generators are tested monthly.
- On April 21<sup>st</sup>, 2023, an emergency table-top exercise was completed with the Manager, Lead Hand, PCA/QMS Rep and all Water & Sewer Operators in attendance. The exercise was for staff to respond to a boil water advisory issued by Public Health due to a low chlorine event during a power outage, when the Mount Forest Standpipe is out of service for rehabilitation. Staff responded to this emergency test effectively.
- On September 21<sup>st</sup>, 2023, a training session was held by Wellington County Emergency Management for water and wastewater staff within the county and the City of Guelph, as well as members from Wellington Dufferin Guelph Public Health and the Local MECP Office. All water department staff from the Township of Wellington North participated. Topics presented were Logbook Entry presented by Lisa Williamson, Water Compliance Supervisor, Guelph District. MECP; Time Management presented by Tim Dowling, Entrepreneur; and Water and Wastewater Emergency Exercise related to a major storm event affecting water and wastewater operations which was facilitated by Heather Wickenheiser, EM Coordinator, Wellington County.
- On October 18<sup>th</sup>, 2023, a test at Mount Forest Well # 6 was completed to run the well using the inverter generator and Tractor PTO-driven power supply. Operations staff responded and did a full power drop and connected the UPS in the control panel and chlorine pump to the inverter generator and were able to run the well utilizing the Tractor PTO.

#### **Action Items**

- **See section 10. Status of Management Action Identified Between Reviews.**

## 7. Operational Performance

- A leak detection survey was completed between May 2<sup>nd</sup> – May 4<sup>th</sup>, 2023 in the Village of Arthur’s water system. No leaks were found anywhere in the system. No “leak sounds” were heard on any of the hydrants, valves or any other fittings checked.
- In 2023, 187 main valves in Mount Forest were operated and inspected. There were 2 valves identified with deficiencies. They are as follows:
  - ✓ Mount Forest Main Valve # 230: Dublin Street – leaks when fully open
  - ✓ Mount Forest Main Valve # 251: Martin Street – broken box
- All fire hydrants in Mount Forest and Arthur were inspected for 2023. Mount Forest has 197 hydrants and Arthur has 133 hydrants. There were 6 deficiencies noted in the 2023 inspections. They are as follows:
  - ✓ Arthur Hydrant # 35 – Adelaide Street – old/stiff
  - ✓ Arthur Hydrant # 45 – Walton Street – old/stiff
  - ✓ Arthur Hydrant # 70 – Eliza Street – secondary paved over
  - ✓ Arthur Hydrant # 63 – Eliza Street – secondary needs exercised
  - ✓ Arthur Hydrant # 64 – Bellefield Cres – secondary needs exercised
  - ✓ Arthur Hydrant # 65 – Bellefield Cres – secondary needs exercised
- There was a total of three water main breaks since the last **management review** meeting, 0 in Arthur and 3 in Mount Forest. They were at the following locations:
  - ✓ Perth Street (result of a truck hitting the fire hydrant # 167)
  - ✓ Church Street North
  - ✓ Church Street North
- There were also five service leaks detected since the last **management review** meeting, 2 in Arthur and 3 in Mount Forest.
 

Four repairs were made at the following locations:

  - ✓ 234 Adelaide Street, Arthur
  - ✓ Homewood Ave at Queen Street West, Mount Forest
  - ✓ 321 John Street, Mount Forest
  - ✓ 449 Durham Street East, Mount Forest

One replacement was made at the following location:

  - In May 2023, there was a service leak at 292 Carroll Street in Arthur. This service was previously repaired in July 2018, so a new Pex service from watermain to service box at property line was installed.

### Action Items

- None

## 8. Raw Water Supply & Drinking Water Quality Trends

- No quantity issues in the reporting year.
- There have been no significant changes in raw water quality since the last management review meeting.
- Schedule 23/24 (Organics /Inorganics) samples were collected in Mount Forest in January 2022 and in Arthur in August 2021. All results were within regulatory limits.



- Mount Forest Wells #3 & #5 and Arthur Wells #7b & #8 have elevated levels of sodium. The Aesthetic Objective for sodium is 200 mg/L but must be reported to Ministry of Health (MOH) if above 20 mg/L. This is so physicians can notify patients on sodium restricted diets.

Sodium Levels in Mount Forest (mg/L)				
Year Sampled	Wells			
	#3	#4	#5	#6
<b>2018</b>	21.3	12.3	61.2	11.7
<b>2023</b>	21.9	12.3	68.8	10.4

Sodium Levels in Arthur (mg/L)		
Year Sampled	Wells	
	#7b	#8
<b>2018</b>	36.6	-----
<b>2020</b>	-----	22.4
<b>2023</b>	36.6	21.5

- The Township falls under three Conservation Authorities, each with a different Source Protection Plan (SPP). All plans have been approved and are currently in effect.
  - Saugeen Valley SPP applies to Mount Forest.
  - Grand River SPP applies to Arthur.
  - Maitland Valley SPP, only education programs apply as there are no municipal wells in the area.

#### Action Items

- None

#### 9. Follow-up Action Items from Previous Management Reviews

Item	Person(s) Responsible	Completed Yes/No	Date of Completion
<b>MECP Inspection Recommendation:</b> Consider including the O'Donnell domestic well to the Well # 7b WHPA and the monitoring well WN-MW1/00 (DO) to the Well # 8a and 8b WHPA the next time the source protection plans are revised.	PCA/RMO	No	By Next SPP update
<b>Internal Audit OFI:</b> Element 10: Consider Internal Auditor training for all current full time staff within the water department.	Manager	Yes	9-Mar-23
<b>External Audit OFI:</b> Element 21: Consider logging BMP's recommended by the MECP Inspectors in the Continual Improvement Log.	QMS Rep/ Manager	Yes	29-Nov-22
<b>Staff Initiated OFI:</b> Element 18: As a result of Emergency Response Testing, update A18-05 SOP For Running Well # 6 Using Tractor PTO to include new inverter generator and revise PTO setpoints.	QMS Rep/ Manager	Yes	19-Dec-22

### 10. Status of Management Action Identified Between Reviews

Item	Person(s) Responsible	Completed Yes/No	Date of Completion
<b>Staff Initiated OFI:</b> Element 18: As a result of Emergency Exercise staff recommended placing the A18-02 SOP Adverse Water Quality Incident (AWQI) response procedure and Ministry's forms for reporting AWQI's in each wellhouse so Operators can access quickly.	QMS Rep	Yes	9-May-23
<b>Internal Audit OFI:</b> Element 5: Consider referencing the document control table & record control table in the applicable Operational Plan appendices procedures so that staff can look up where the location of hard copy and electronic copy of forms can be found more efficiently as well as where the records of those completed forms are stored.	QMS Rep	Yes	27-Jul-23
<b>Internal Audit OFI:</b> Element 12: Consider including all of the items listed in the Management Review process that are communicated to the Owner to Operational Plan Element 12 – Communications procedure or referencing Element 20 – Management Review procedure so that someone reading the Element 12- Communications procedure knows what is being communicated to the owner for their awareness.	QMS Rep	Yes	27-Jul-23
<b>Internal Audit OFI:</b> Element 19: Consider clarifying in the Element 19 – Internal Audit procedure what processes are being audited and what elements are covered in each audit.	QMS Rep	Yes	27-Jul-23
<b>MECP Inspection Best Practice Recommendation:</b> Mount Forest - In all pumphouses, it is noted that the raw water sample tap is in close proximity to the chlorination injection point. If a raw water sample is taken when the well pump is not running, it may get chlorinated water back feeding from the water line after the injection point. The owner has advised that they are aware of this and have developed a procedure which is written in the 'Mount Forest Operations Manual' under section 3.4.	All Staff	Yes	28-Sep-23
<b>External Audit OFI:</b> Element 1/Director's Directions: Consideration should be given to updating the Schedule C forms to the latest version (now includes MDWL #'s and secondary contacts).	QMS Rep	No	By 29-Dec-23
<b>External Audit OFI:</b> Element 5: Consider adding MDWL, DWWP, PTTW's to the list of External Documents in Appendix A5-01 and related records to Appendix A5-02, such as: Form 1's, 2's, 3's, Director Notifications, evidence of meeting disinfection requirements prior to placing upgrades or changes into service.	QMS Rep/Manager	No	By 29-Dec-23
<b>External Audit OFI:</b> Element 11: Consider referencing in Operational Plan Element 11 Personnel Coverage to O.Reg. 128/04's new provisions (sections 32-35, enacted Dec. 2021) the regulatory requirements regarding the use of emergency substitute operators, their required competencies, training, records to be retained and reports to be made to the MECP.	QMS Rep/Manager	No	By 1-Mar-24
<b>External Audit OFI:</b> Element 13: Porters should be added to the Essential Supplier list with communications of requirements.	QMS Rep	No	By 29-Dec-23
<b>External Audit OFI:</b> Element 17: Consider reviewing the Pocket Colorimeter Calibration Verification Records (F17-01) to ensure consistent date formats are used. The international format for dates is yyyy-mm-dd.	QMS Rep/Manager	No	By 1-Jan-24

### 11. Changes That Could Affect the Quality Management System

- Ongoing and future development in Arthur and Mount Forest will impact legislative requirements, infrastructure needs and staffing. The Operational Plan will require major updates as the Township grows.
- The Ministry is planning to do another update to the Drinking Water Quality Management Standard, version DWQMS 3.0. Once we receive communications from the Ministry, we will look at what has been updated and how that effects our current Operational Plan.

#### Action Items

- None

### 12. Consumer Feedback

- 25 drinking water complaints in the Township of Wellington North since last management review.
- All complaints were resolved by staff in a timely fashion.

Arthur Drinking Water System Customer Complaints			
	Date	Address	Complaint
1	Mar 7, 2023	321 Smith Street	discoloured water
2	Mar 7, 2023	8006 Wellington Rd 109	pressure decrease (private issue)
3	May 3, 2023	Conestoga Street North	discoloured water
4	June 7, 2023	154 Frederick Street West	discoloured water
5	June 7, 2023	110 Edward Street	discoloured water
6	June 12, 2023	296 Clarke Street	discoloured water
7	June 15, 2023	191 Edward Street	discoloured water (hydrant flushing in area)
8	June 21, 2023	Farrell Lane	discoloured water (watermain work on Domville Street during reconstruction project)
9	June 21, 2023	McCord Street	discoloured water (watermain work on Domville Street during reconstruction project)
10	June 21, 2023	Carroll Street	discoloured water (watermain work on Domville Street during reconstruction project)
11	June 22, 2023	20 Farrell Lane	discoloured water (hydrant flushing in area)
12	July 6, 2023	225 Tucker Street	discoloured water (hydrant flushing in area)
13	July 25, 2023	101 Walsh Street	discoloured water
14	Oct 31, 2023	485 Adelaide Street	discoloured water (large fire in town on Oct 26, 2023 likely the cause of discoloured water)
15	Nov 20, 2023	303 McCord Street	pressure decrease (private issue)

Mount Forest Drinking Water System Customer Complaints			
	Date	Address	Complaint
1	Jan 11, 2023	454 Arthur Street	discoloured water (watermain break on Perth Street)
2	Jan 11, 2023	4A Page Street	discoloured water (watermain break on Perth Street)
3	April 6, 2023	388 Fergus Street North	water quality
4	July 6, 2023	322 Peel Street	pressure decrease (local business performing fire flow testing on private fire system while the standpipe was out of service)
5	July 6, 2023	361 Church Street South	pressure decrease (local business performing fire flow testing on private fire system while the standpipe was out of service)
6	July 6, 2023	121 Ruby's Cres	pressure decrease (local business performing fire flow testing on private fire system while the standpipe was out of service)
7	Sept 14, 2023	740 Princess Street # 51	discoloured water (private development, watermain work on Cork Street during reconstruction project)
8	Sept 14, 2023	372 Church Street North	odour (private issue)
9	Sept 14, 2023	115 Doug's Cres	odour (private issue)
10	Nov 3, 2023	320 Dublin Street	pressure decrease (private issue)

#### Action Items

- None

#### 13. Resources Needed to Maintain the QMS

- Currently staff resources needed to maintain the DWQMS are felt to be adequate.
- The majority of water department staff has been trained to conduct internal audits.
- The Municipal Water Wastewater Resource Committee (MWWRC) is an online group that provides resources and help with the DWQMS. The PCA/QMS Rep commented that the County of Wellington Member Municipalities Water and Wastewater Group has quarterly meetings which also allows for networking and sharing ideas.

#### Action Items

- None

#### 14. Results of the Infrastructure Review

This review was completed on October 24, 2023 and the following items were reviewed:

- Infrastructure review meeting minutes from the previous year;
- List of reconstruction projects/new development since the last review; Arthur:
  - ✓ Domville Street Reconstruction:
    - Removal of existing 150 mm diameter thin wall PVC watermain and appurtenances on Domville Street between Conestoga Street and Andrew Street.
    - 150 mm diameter DR18 PVC watermain and appurtenances were installed on Domville Street between Conestoga Street and Andrew

Street.

- All existing water services to property line were replaced with new Pex water services.
- ✓ Preston Street North Reconstruction:
  - Removal of existing 150 mm diameter PVC watermain and appurtenances on Preston Street North between Domville Street and approximately 229m south of Domville Street.
  - 150 mm diameter DR18 PVC watermain and appurtenances were installed on Preston Street North between Domville Street and approximately 229m south of Domville Street.
- ✓ 1 new 1" Pex water service was installed at 6 Wells Street West.
- ✓ Walker Environmental connected to existing 150mm PVC water service at property line for the purpose of fire protection on private property.

Mount Forest:

- ✓ Cork Street Reconstruction:
  - Removal of existing 150 mm diameter watermain and appurtenances on Cork Street between Princess Street and Waterloo Street.
  - 300 mm diameter PVC watermain and appurtenances were installed on Cork Street between Princess Street and Waterloo Street.
  - All existing water services to property line were replaced with new Pex water services.
  - 1 new ¾" Pex water service was installed at 311 Sligo Road.
  - 1 new ¾" Pex water service was installed at 402 William Street (Karl Aitken Semi)
  - 32 new ¾" Pex water services were installed for Brad Wilson's Jack's Way development
  - 1 new 2" Pex water service was installed at 405 Wellington Street East, replacing the existing ¾" water service (Brad Wilson 8-plex)
  - 1 new 8" PVC water service was installed at 445 Main Street North, replacing the existing 4" water service (New Sobey's/Foodland)
  - 9 new ¾" Pex water services were installed on Arthur Street (Circuit Holdings Development).
  - 5 new ¾" Pex water services were installed on Cork Street to service the lots owned by Terry Martin.
- Water Tower maintenance, rehabilitation or renewal activities;
  - ✓ The Mount Forest Standpipe interior and exterior was fully rehabilitated.
  - ✓ The exterior of the Spheroid Tower in Arthur was pressure washed to remove dirt and debris.
- Production Wells/Pump House maintenance, rehabilitation or renewal activities;
  - ✓ Well Initiatives was onsite at Mount Forest Well # 3 to complete well/pump inspection, step test pump, cleaning and inspect pumping equipment, pre and post cleaning video inspection, wire brush cleaning and air lift debris and casing thickness log. A new 40HP Franklin motor was installed, replacing the

- existing 40HP Franklin motor.
  - ✓ An adapter was created to connect the existing generator hookup cable in Mount Forest Well # 5 to the Town of Minto's portable generator.
  - ✓ All new door locks, deadbolts and latch guards were installed on the pumphouses in Arthur and Mount Forest as part of the security upgrades.
- Annual Arthur and Mount Forest Well Inspections Report;
  - ✓ The most recent inspection was conducted on November 30, 2022. Recommendations were for the Township to continue to sample raw water from Mount Forest Well # 5 and test for Chloride and Sodium annually to monitor any changes or trends and to ensure all desiccants contained in each GE Druck Transducer Sensor Termination Enclosure Box are replaced or dried to prevent moisture from damaging the transducer electronics.
- SCADA/Communications maintenance, rehabilitation or renewal activities;
  - ✓ The communications system in Arthur was switched from radio to fibre at the water towers, Well # 7b, Well # 8 and the Arthur Wastewater Treatment Plant.
- Leak Detection Program;
  - ✓ Leak detection was completed in Arthur on May 2<sup>nd</sup> to May 4<sup>th</sup>, 2023 (see section 7 Operational Performance for further details).
- Main Valves maintenance and inspection records;
  - ✓ 187 main valves in Mount Forest were operated and inspected in 2023(see section 7 Operational Performance for further details).
  - ✓ 2 new main valves were installed in Arthur:
    - 1 as part of Preston Street North Reconstruction
    - 1 on Conestoga Street near Domville Street as part of Domville Street reconstruction
  - ✓ 2 new main valves were installed in Mount Forest:
    - 2 as part of the Jack's Way Development
- Hydrant maintenance and inspection records;
  - ✓ All fire hydrants in Mount Forest and Arthur were inspected in 2023 (see section 7 Operational Performance for further details).
  - ✓ Hydrant # 48 in Mount Forest (Mount Forest Drive) was replaced with a new hydrant by an external contractor.
  - ✓ Hydrant # 55 in Arthur (Eliza Street) had a new shaft and internal parts replaced.
  - ✓ 2 new hydrants were installed in Mount Forest:
    - 1 as part of Jack's Way Development
    - 1 as part of Cork Street reconstruction
- Watermain/Service Leak Repairs since the last review;
  - ✓ There was a total of three water main breaks since the last infrastructure review meeting, 0 in Arthur and 3 in Mount Forest. There was also a total of 3 service leak repairs and 1 replacement since the last infrastructure review meeting. (see section 7 Operational Performance for further details).

- List of approximate age of watermain;
  - ✓ Arthur and Mount Forest Distribution System maps were updated in 2020 as part of the technical updates. These maps will be updated as reconstruction projects are completed. The Manager and PCA/QMS Rep reviewed the maps and added in rough draft the new infrastructure that was added in 2023.
- Risk Assessment Outcomes;
  - ✓ The Manager, PCA and Water & Sewer Lead Hand identified recent changes related to the risk assessment in 2023:
    - Increased security at all wellhouses in Arthur and Mount Forest by having new door handles, latch guards and dead bolts installed.
    - Increased security at Arthur Well # 7b by having new steel door installed.
    - New adapter created to connect the existing generator hook up cable in Well # 5 to the Town of Minto's portable generator gives operators another option for backup power.
    - Road reconstruction projects reduce watermain breaks.
    - Rehabilitated Mount Forest Standpipe reduces the possibility of the Standpipe failing in the future.
    - Running the Mount Forest water system in pressure mode gave the operators knowledge and confidence in operating the system without the standpipe.
- Township of Wellington North O.Reg 453/07 Financial Plan
  - ✓ The Water and Wastewater Rate Study and Financial Plan updated in 2020 was reviewed and the following items identified in the Capital Forecast were commented on:
    - John Street Reconstruction (Waterloo Street to Queen Street) possibly will be recommended (2024)
    - Fergus Street Reconstruction (Wellington Street to Birmingham Street) will be recommended (2024)
    - Fergus Street Reconstruction (Birmingham Street to Durham Street) will be recommended (2024)
    - Engineering for Clarke Street Reconstruction (Mid-Block to Domville Street), Adelaide Street Reconstruction (Clarke Street to Conestoga Street) and Fergus Street Reconstruction (Durham Street to Sligo Road) is in progress.
    - Arthur Spheroid Rehabilitation will be deferred as the Class EA process is currently underway for the Arthur Water System.
    - South Water Street Reconstruction is being deferred.
    - Walton Street (Clarke Street to Tucker Street) is being deferred.
 The following growth related projects are being deferred:
    - Wells Street (Domville Street to Macauley Street)
    - Eliza Street (Macauley Street to Tucker Street)
    - Draper Street (Eliza Street to Anderson Street)
    - Anderson Street (Draper Street to Farrell Lane)

- Trunk Watermain, Existing System to new Elevated Tank
  - Sligo Road Reconstruction (Church Street to London Road)
  - London Road Reconstruction (Sligo Road to Durham Street)
- Outcomes of the Infrastructure Review
 

The following are the outcomes of the review:

  - ✓ Recommend John Street Reconstruction (Waterloo Street to Queen Street West) (2024)
  - ✓ Fergus Street Reconstruction (Wellington Street to Birmingham Street) will be recommended (2024)
  - ✓ Fergus Street Reconstruction (Birmingham Street to Durham Street) will be recommended (2024)
  - ✓ Engineering for Clarke Street Reconstruction (Mid-Block to Domville Street), Adelaide Street Reconstruction (Clarke Street to Conestoga Street) and Fergus Street Reconstruction (Durham Street to Sligo Road) is in progress.
  - ✓ Mount Forest Well # 3 Well Casing Liner Installation
  - ✓ Arthur and Mount Forest Ground Water Modeling Update project

**Action Items**

- None

**15. Operational Plan Currency, Content and Updates**

- The operational plan is updated whenever necessary changes are required to be made.
- The content is reviewed on an annual basis for currency.
- The last revisions were completed September 26, 2023.

**Action Items**

- None

**16. Staff Suggestions**

- Staff suggestions are on-going throughout the year, if a change is needed in the Operational Plan, staff are directed to complete a change request form, and that process is followed to make the change.

**Action Items**

- None

**Meeting adjourned at 11:30am**





**WELLINGTON NORTH**  
SEMPER PORRO

## Staff Report

**To:** Mayor and Members of Council Meeting of December 11, 2023.

**From:** Karren Wallace, Director of Legislative Services/Clerk  
Darren Jones, Chief Building Official  
Dale Small, Economic Development Officer

**Subject:** Report CLK 2023-040 Heritage Designation

### RECOMMENDATION

**THAT** Council of the Corporation of the Township of Wellington North receive for information Report CLK 2023-040 Heritage Designation.

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

September 11, 2023 : THAT the Council of the Corporation of the Township of Wellington North direct staff to prepare a report for Council regarding the provincial legislation and regulations regarding heritage designations and associated staffing and budgetary implications.

### BACKGROUND

Section 27 of the Ontario Heritage Act (the Act) gives municipalities the authority to maintain and add to the publicly accessible Ontario Heritage Act Register. Properties can be designated individually or as part of a larger area or heritage conservation district.

Currently there are three properties in Wellington North that have been designated as a heritage properties, including; 102 Main Street South, formerly the Town Hall/Post Office (municipally owned), 118 Main Street North known as the Carnegie Library (County of Wellington) and 181 Tucker Street known as the Methodist Church parsonage (private residence). See Schedule A and B. There is also a link on our website.

Being listed on the Heritage Register does not automatically mean the site is a designated heritage property. Listed properties - those that are not designated but are believed to be of cultural heritage value or interest - may appear on the register as well. Listed properties require further evaluation if there is an intent to have it demolished.

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If a property is designated under the Act, no owner of the property shall alter the property or permit the alteration of the property (if the alteration is likely to affect the property's heritage attributes) unless the owner applies and receives written consent. No owner of a designated property may demolish or remove any of the property's heritage attributes ( as provided in the by-law to designate the property) unless they apply and receive permission of Council.

The steps to designate a property as heritage are set out on Schedule C.

### **Resources**

Staff time would be required to investigate and determine if a property meets any or all of the criteria in O-Reg 9/06. Further, staff would need to:

- research the history of the property and prepare the documents for the Trust;
- create an application process for an owner to apply to make alterations to the property; and
- inspect the property and maintain the registry.

There is also a requirement if a designated property is sold, the municipality must advise the Trust.

If Council is interested in implementing a Heritage Designation procedure and associated by-law staff have the following recommendations that:

1. The heritage designation only be applicable to buildings owned by the Corporation of the Township of Wellington North and that staff proceed with designation of the Lynes Blacksmith Shop.
2. Council does not delegate this authority to staff or an appointed Heritage Committee but retain this authority themselves.
3. if Council wishes to explore designation on any other facilities that Council approve a 6-month contract position to develop the procedure, research and evaluate specific municipally owned buildings and provide recommendations to Council.

<b>FINANCIAL CONSIDERATIONS</b>
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There is no financial implication in receiving this report for information.

**ATTACHMENTS**

Schedule A Ontario Heritage Trust 102 Main Street South and 118 Main Street North

Schedule B Ontario Heritage Trust 181 Tucker Street

**STRATEGIC PLAN 2019 - 2022**

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

Yes

Modernization and Efficiency

Partnerships

Municipal Infrastructure

Alignment and Integration

**Prepared By:** Karren Wallace, Director of Legislative Services/Clerk  
Darren Jones, Chief Building Official  
Dale Small, Economic Development Officer

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

## SCHEDULE C

Pursuant to O-Reg 9/06 under Section 29 of the Act, the following criteria must be met, as determined by Council to designate a heritage property:

1. The property has design value or physical value because it is a rare, unique, representative, or early example of a style, type, expression, material, or construction method.
2. The property has design value or physical value because it displays a high degree of craftsmanship or artistic merit.
3. The property has design value or physical value because it demonstrates a high degree of technical or scientific achievement.
4. The property has historical value or associative value because it has direct associations with a theme, event, belief, person, activity, organization or institution that is significant to a community.
5. The property has historical value or associative value because it yields, or has the potential to yield, information that contributes to an understanding of a community or culture.
6. The property has historical value or associative value because it demonstrates or reflects the work or ideas of an architect, artist, builder, designer or theorist who is significant to a community.
7. The property has contextual value because it is important in defining, maintaining or supporting the character of an area.
8. The property has contextual value because it is physically, functionally, visually or historically linked to its surroundings.
9. The property has contextual value because it is a landmark.

Council may also delegate this authority to staff or a Heritage Committee.

Steps to designating a property:

List on the Registry

1. Identify the property as a candidate for listing on a heritage registry.

2. Research and evaluate the property.
3. Serve notice of intention to list the property on the registry to owner and the Trust and in the paper.
4. List the property on the municipal registry and with the Trust.

#### Designating a heritage property

1. Serve a notice of intention to designate, with an opportunity for objection to owner.
2. Hear an appeal if necessary.
3. Pass the designation bylaw.
4. List the property on the municipal register.
5. Include property on the Ontario Heritage Trust register.
6. Register the by-law on the title to the property.

Additionally, the maintenance of property By-law may be amended to:

- (a) prescribe minimum standards for the maintenance of the heritage attributes of property in the municipality that has been designated by the municipality
- (b) require property that has been designated and that does not comply with the standards to be repaired and maintained to conform with the standards



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# TOWNSHIP OF WELLINGTON NORTH

• Box 125 • 7490 Sideroad 7 West • Kenilworth • Ontario • N0G 2E0 •

• Phone: (519) 848-3620 • Fax: (519) 848-3228 •

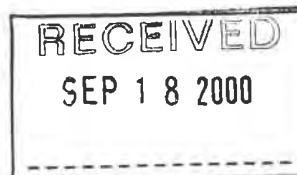
• E-mail: [township@wellington-north.com](mailto:township@wellington-north.com) • Web Site: <http://www.wellington-north.com> •



*Collins*

September 13, 2000

Ontario Heritage Foundation  
The Ontario Heritage Centre  
10 Adelaide St. E.  
TORONTO, ON M5C 1J3



Dear Sir:

Please find attached By-law #46-00 with a designation of properties in the former Town of Mount Forest.

A copy of this By-law will be registered against the properties described in schedule A & B of the By-law.

A notice of the passing of this By-law is being published in the September 20, 2000 issue of our local newspaper.

Yours very truly,

Marlene M. Ternan  
Administrator-Clerk

Encl.

MMT/cm

## THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NUMBER 46-00

Being a By-law to designate the properties known as the Mount Forest Town Hall at 102 Main Street South and the Mount Forest Carnegie Library at 118 Main Street North in the Township of Wellington North, formerly the Town of Mount Forest as being of Architectural and Historical Value or Interest

**WHEREAS** the Ontario Heritage Act, R.S.O. 1990, authorizes the Council of a municipality to enact by-laws to designate real property, including all buildings and structures thereon, to be of architectural or historic value or interest; and

**WHEREAS**, the Council of the Corporation of the Township of Wellington North has caused to be served on the owners of the lands and premises know as the Mount Forest Town Hall at 102 Main Street South, Mount Forest, and the Mount Forest Carnegie Library at 118 Main Street North, Mount Forest, and upon the Ontario Heritage Foundation, notice of intention to designate the aforesaid real properties and has caused such notice of intention to be published in the same newspaper having general circulation in the municipality; and

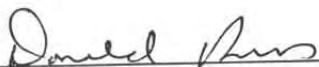
**WHEREAS**, no notice of objection to the proposed designation has been served on the Clerk of the Municipality;

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

1. THAT there is designated as being of architectural and historical value or interest the real property known as the Mount Forest Town Hall, at 102 Main Street South, in the Township of Wellington North, formerly in the Town of Mount Forest. The reasons for designation of this real property are set out in Schedule "A" of this By-law.
2. THAT there is designated as being of architectural and historical value or interest the real property known as the Mount Forest Carnegie Library, at 118 Main Street North, in the Township of Wellington North, formerly in the Town of Mount Forest. The reasons for designation of this real property are set out in Schedule "B" of this By-law.
3. THAT the municipal solicitor is hereby authorized to cause a copy of this by-law to be registered against the properties described in Schedules "A" and "B" of this By-law in the Land Registry Office for the County of Wellington.
4. THAT the Clerk is hereby authorized to cause a copy of this by-law to be served on the owner of the aforesaid properties and on the Ontario Heritage Foundation, and to cause a notice of the passing of this by-law to be published in the same newspaper having general circulation in the municipality.

READ A FIRST AND SECOND TIME THIS 11 DAY OF SEPTEMBER, 2000.

READ A THIRD TIME AND FINALLY PASSED THIS 11 DAY OF SEPTEMBER, 2000.

 \_\_\_\_\_

MAYOR

 \_\_\_\_\_

CLERK





SCHEDULE "A" TO BY-LAW NUMBER 46-00STATEMENT OF REASONS FOR DESIGNATION**Mount Forest Town Hall  
(102 Main Street S)**

This three-storey, red brick building was constructed in 1911 on a site that was once a butcher shop owned by John Corley. It was constructed by the Dominion Government to be the Mount Forest Post Office.

The structure is the most prominent feature of the Mount Forest downtown and has been so for 90 years.

The building features a unique clock tower with a timepiece manufactured by W.F. Evans and Sons of the Soho Clock Factory of Birmingham, England. The clock is still keeping near perfect time to this day and remains the town's most distinctive and useful landmark. Attached is a photograph of the Town Hall for reference.

The rear part of the building was used as an armoury during World War One, and during World War Two as a Red Cross Office. It was staffed by local women who made items for the soldiers and civilians overseas.

During peacetime, the rear section was used by the six rural mail carriers and for a short time as the town hall.

The Post Office itself with its distinctive front entrances was a social centre of the community where people gathered to discuss the news.

The upstairs included the caretaker's apartment and the first public health offices. The basement contained the town jail.

In 1974, the building was sold to the Town for a municipal office, council chambers and police office.

The designation covers the exterior features of the Town Hall. The designation includes the following architectural features of the building: all arched gothic windows and exterior door openings, the roofline, exterior stonework, the front entrances and steps on Main Street South and Wellington Street East, and the clock tower.

The designation also covers interior features of the building as follows: the classic wooden staircase and the second floor bathroom fixtures.

SCHEDULE "B" TO BY-LAW NUMBER 46-00.STATEMENT OF REASONS FOR DESIGNATION**Mount Forest Carnegie Library  
(118 Main Street N)**

The Mount Forest Library was built in 1913 with the aid of a \$10,000 grant from the Andrew Carnegie Foundation. It was built on a parcel of land donated by Mrs. A.G.H. Luxton in memory of her late father, William Gruer.

The architect for the two-storey, red brick library was George Gray of Harriston, and the chief contractor was a Mr. Hutchinson of Clifford. The Mount Forest Carnegie Free Library was officially opened December 5, 1913.

In 1981, the town agreed to the library joining into the Wellington County Library System. To date, it continues to operate as a library serving Mount Forest and the surrounding area.

The structure is one of Mount Forest's historic landmarks. The lower floor has been used on many occasions over the years for wedding receptions, town meetings, dances, and for a short period as the Council Chambers.

The designation covers the exterior features of this classic Carnegie Library and in particular, the designation includes the exterior front entrance and portico, the large columns and pilasters with Ionic capitals, the brick quoins and bracketed cornice, which are typical features of Ontario Carnegie Library ornamentation. The designation also covers all stained glass windows and the exterior stonework.

A photograph of the front façade of the Library is attached for reference.



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Wellington

Administrator  
CLERK AND TREASURER  
M. M. TERNAN



TELEPHONE  
(519) 848-2120

146 George St.  
P.O. Box 490

## Corporation Of The Village Of Arthur

Arthur, Ontario  
N0G 1A0

May 21, 1987.

Ontario Heritage Foundation,  
77 Bloor Street West,  
Toronto, Ontario.  
M7A 2R9

Dear Sirs:

Re: [REDACTED]  
181 Tucker Street, Arthur, Ontario  
Designation of Property as Being  
of Architectural and Historical Value

Please find herein enclosed a copy of Notice of Passing of By-law and a copy of By-law No. 14/87, which was passed on the 20th day of May, 1987, with respect to the above noted property, for your file and information.

Yours very truly,

  
M. M. Ternan

MMT:mjm  
enclos.

Administrator  
CLERK AND TREASURER  
M. M. TERNAN



TELEPHONE  
(519) 848-2120  
146 George St.  
P.O. Box 490

## Corporation Of The Village Of Arthur

Arthur, Ontario  
N0G 1A0

IN THE MATTER OF THE ONTARIO HERITAGE ACT, 1974  
S.O. CHAPTER 122

AND IN THE MATTER OF LANDS AND PREMISES AT THE  
FOLLOWING MUNICIPAL ADDRESS IN THE VILLAGE OF ARTHUR  
IN THE PROVINCE OF ONTARIO

### NOTICE OF PASSING OF BY-LAW

TAKE NOTICE that the Council of the Corporation of the Village of Arthur has passed by-law number 14/87 to designate the following property as being of architectural and historical value or interest under Part IV of the Ontario Heritage Act, 1974, S.O. Chapter 122:

181 Tucker Street

The building was constructed as a private home by Alexander Fraser, one of the founders of the Village of Arthur and a member of its first Council. In the 1880's it was sold to the Methodist Church for use as its parsonage. This use continued until 1971, when the Church sold the building to a private owner.

This red brick Italianate style house is imposing in size. Its tall paired arched windows and the distinctive use of contrasting yellow brick to define quoins and window arches makes it a valuable addition to the architectural heritage of the Village.

DATED at the Village of Arthur this 20th day of MAY, 1987.

  
Clerk M.M. Ternan

## CORPORATION OF THE VILLAGE OF ARTHUR

BY-LAW NO. 14 /87

A BY-LAW TO DESIGNATE THE PROPERTY KNOWN  
MUNICIPALLY AS 181 TUCKER STREET AS BEING OF  
ARCHITECTURAL AND HISTORICAL VALUE OR INTEREST

WHEREAS Section 29 of the Ontario Heritage Act, 1974 authorizes the Council of a municipality to enact By-laws to designate real property, including all buildings and structures thereon, to be of architectural or historic value or interest; and

WHEREAS the Council of the Corporation of the Village of Arthur has caused to be served on the owners of the lands and premises at 181 Tucker Street and upon the Ontario Heritage Foundation, notice of intention to so designate the aforesaid real property and has caused such notice of intention to be published in the same newspaper having general circulation in the municipality once for each of three consecutive weeks; and

WHEREAS the reasons for designation are set out in Schedule B hereto; and

WHEREAS no notice of objection to the proposed designation has been served on the clerk of the municipality;

THEREFORE THE Council of the Corporation of the Village of Arthur enacts as follows:

1. There is designated as being of architectural and historical value or interest the real property at 181 Tucker Street, more particularly described in Schedule A hereto.
2. The municipal solicitor is hereby authorized to cause a copy of this By-law to be registered against the property described in Schedule A hereto in the proper land registry office.
3. The Clerk is hereby authorized to cause a copy of this by-law to be served on the owner of the aforesaid property and on the Ontario Heritage Foundation and to cause notice of the passing of this By-law to be published in the same newspaper having general circulation in the municipality once for each of three consecutive weeks.

Read a First time this 20th day of MAY 1987.

Read a Second time this 20th day of MAY 1987.

Read a Third time and finally passed this 20<sup>th</sup> day of MAY 1987.

THE CORPORATION OF THE VILLAGE OF ARTHUR

Wesley H. Stinson  
Reeve

L. L. Leonard  
Clerk

SCHEDULE "A"  
DESCRIPTION OF LANDS

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Village of Arthur, County of Wellington, Province of Ontario, and being composed of Part of Park Lot 1 according to the Crown or Original Survey for the said Village and Part of Lot 14 according to Clarke's Survey for the said Village, which land are more particularly described as follows:

PREMISING the line of Walton Street as shown on the said Clarke Survey as having a bearing of North  $75^{\circ} 00'$  West, and referring all bearings used herein thereto;

COMMENCING at an iron bar on the Southeasterly limit of Lot 14 aforesaid distant 34.50 feet measured on a course of North  $15^{\circ} 18' 30''$  East therealong from the Southerly angle thereof;

THENCE North  $75^{\circ} 00'$  West, being also along the Southwesterly limit of lands conveyed by said Registered Instrument No. 2869-D Secondly, a distance of 135.00 feet to an iron bar;

THENCE South  $15^{\circ} 18' 30''$  West parallel to the Southeasterly limit of said Lot 14, in all a distance of 103.50 feet to an iron bar;

THENCE South  $75^{\circ} 00'$  East, a distance of 135.00 feet to an iron bar on the Southeasterly limit of Part Lot 1 aforesaid:

THENCE North  $15^{\circ} 18' 30''$  East along the last mentioned limit, being also along the Northwest limit of Tucker Street, a distance of 103.50 feet to the point of commencement.

Being the same lands as previously described in Instrument No. 25324D.

## SCHEDULE "B"

REASONS FOR DESIGNATION OF 181 TUCKER STREET  
IN THE VILLAGE OF ARTHUR

This building, constructed c.1870, and known as 181 Tucker Street, in the Village of Arthur, has considerable architectural value and interest. This home was constructed by Alexander Fraser, one of the founders of the Village of Arthur and a member of its first Council in 1879. In the 1880's it was sold to the Methodist Church for use as a parsonage and it was used for this purpose until 1971.

This red brick Italianate style house has been well-maintained. Its imposing size, tall paired arched windows, and the distinctive use of contrasting yellow brick to define quoins and window arches, makes it a valuable addition to the architectural heritage of the Village. It is also possible to re-attach the original brackets, which have survived and are in good condition.

Without restricting the generality of the foregoing reasons for the Council designating the described premises include the intention that the following features of the described premises should be preserved, that is,

- a) the southeast or front facade, the south facade and the north facade, including the windows and all associated parts, and
- b) roof fenestrations including barge boards and brackets, and
- c) the main stairway including the bannisters, newel post and spindles, and
- d) all wooden architectural elements including all existing doors, trim baseboards on the interior except for floors, and
- e) the plaster ceiling rosettes in the entrance hall and the diningroom, and
- f) the old drive shed located northwest of the existing brick building, but

this Council has no intention that any alteration, maintenance, repair, replacement or improvement of elements of the premises requires the prior written consent of this Council unless such affect the reasons for the designation of the premises as described in paragraphs (a) to (f) herein.



## SCHEDULE C

Pursuant to O-Reg 9/06 under Section 29 of the Act, the following criteria must be met, as determined by Council to designate a heritage property:

1. The property has design value or physical value because it is a rare, unique, representative, or early example of a style, type, expression, material, or construction method.
2. The property has design value or physical value because it displays a high degree of craftsmanship or artistic merit.
3. The property has design value or physical value because it demonstrates a high degree of technical or scientific achievement.
4. The property has historical value or associative value because it has direct associations with a theme, event, belief, person, activity, organization or institution that is significant to a community.
5. The property has historical value or associative value because it yields, or has the potential to yield, information that contributes to an understanding of a community or culture.
6. The property has historical value or associative value because it demonstrates or reflects the work or ideas of an architect, artist, builder, designer or theorist who is significant to a community.
7. The property has contextual value because it is important in defining, maintaining or supporting the character of an area.
8. The property has contextual value because it is physically, functionally, visually or historically linked to its surroundings.
9. The property has contextual value because it is a landmark.

Council may also delegate this authority to staff or a Heritage Committee.

Steps to designating a property:

List on the Registry

1. Identify the property as a candidate for listing on a heritage registry.

2. Research and evaluate the property.
3. Serve notice of intention to list the property on the registry to owner and the Trust and in the paper.
4. List the property on the municipal registry and with the Trust.

#### Designating a heritage property

1. Serve a notice of intention to designate, with an opportunity for objection to owner.
2. Hear an appeal if necessary.
3. Pass the designation bylaw.
4. List the property on the municipal register.
5. Include property on the Ontario Heritage Trust register.
6. Register the by-law on the title to the property.

Additionally, the maintenance of property By-law may be amended to:

- (a) prescribe minimum standards for the maintenance of the heritage attributes of property in the municipality that has been designated by the municipality
- (b) require property that has been designated and that does not comply with the standards to be repaired and maintained to conform with the standards



## Staff Report

**To:** Mayor and Members of Council Meeting of December 11, 2023

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

**Subject:** Report CAO 2023-014 Township of Wellington North Strategic Plan Implementation

### RECOMMENDATION

**THAT** Council of the Corporation of the Township of Wellington North receive Report CAO 2023-014 Township of Wellington North Strategic Plan Implementation for information;

**AND THAT** Council of the Corporation of the Township of Wellington North endorse the implementation work-plan in principle.

**AND FURTHER THAT** Council directs staff to report back on the progress of the plan bi-annually.

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

- October 23, 2023 Report CAO 2023-013 Township of Wellington North Draft Strategic Plan
- July 24, 2023 Report CAO 2023-007 Strategic Plan Update (Phase 2)
- April 3, 2023 Report CAO 2023-004 Strategic Plan Update (Phase1) 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 Councils Strategic Priorities
- May 27, 2019 CAO 2019-003 being a report on Council Strategic Priorities: 2018-2022 and recommended actions outlined
- January 8, 2018 Report CAO 2018-002 being a report on the Strategic Plan 2018

### 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

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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 a several activities ranging from a Council workshop and interviews, staff consultation, in-person stakeholder consultation centres, and on-line surveys.

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 presented to Council. On October 23<sup>rd</sup>, 2023, the draft strategic plan was unanimously approved (see report CAO 2023 – 013) and staff were directed to proceed with developing an implementation framework, including a three-year work plan. The final draft of the fully designed Strategic Plan can be seen in Attachment A.

### **Implementation Plan**

The implementation of a strategic plan is an exciting opportunity to review key priorities that are identified by Council, staff and the community and then consolidate this information in a way that direct action can be taken to meet community objectives.

To this end there are two main considerations:

- 1) How can the Township ensure that it is working towards the three strategic priorities identified in the strategy:
  - 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.
  
- 2) How can the Township ensure the organization is aligned with the strategic priorities, including:
  - Human resources in right places (sustainability);
  - 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.

### **Working towards the strategic priorities**

As a first step towards implementation, staff and the consultant team have developed a milestone chart and three year work-plan that begins to identify how the Township will take steps towards meeting the priorities and related objectives of this plan. This work-plan was developed based on the feedback received during the consultation process for the strategy as

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well as a staff review of potential capital and operating projects. It is intended to be a “living” document that will guide the organization in terms of planning for and undertaking projects that will help move the community towards the primary strategic goal to build: a safe, sustainable, and welcoming community and the three strategic priorities. Please see Attachment B.

### **Aligning the organization**

Work has also begun to align the Township organization and administration more fully with the strategic plan. One of the first steps will be to revise the Council report template to align with the strategic priorities of the 2024 plan. It is anticipated that this new report structure will be developed in early 2024 and will allow Council and the public to better connect the work underway with the direction outlined in the strategic plan.

Further, ensuring that the organization is well suited in terms of the staff complement and required roles to support the priorities of this plan will also be a focus for 2024. It is anticipated that work to address this internal requirement will focus on engaging staff, retaining and recruiting key staff, and building capacity overall.

Additional efforts will look at:

- How future budget processes can incorporate the priorities of the strategic plan;
- How the Township can identify and build the required partnership to make key actions a reality;
- Applying a diversity, equity, inclusion and accessibility perspective to all the work underway both inside and outside of the organization;
- A continued focus on continuous improvement and empowering staff at all levels to identify opportunities for cost savings, efficiencies, and improvements;
- Introducing more formal performance management approaches that help the organization monitor progress and share the results.

### **Next Steps**

If Council endorses the proposed work-plan, staff will begin work towards implementation. It is anticipated that this work-plan will be brought to Council for 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.

<b>FINANCIAL CONSIDERATIONS</b>
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In December 2022 \$40,000 was approved for the Strategic Planning process and was included in the 2023 Budget.

<b>ATTACHMENTS</b>
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**Attachment A** – Final Draft – Township of Wellington North 2024 Strategic Plan  
**Attachment B** – Implementation work-plan and milestones

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**STRATEGIC PLAN 2019 - 2022**

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

 Yes       No       N/A

Which priority does this report support?

 Modernization and Efficiency       Partnerships  
 Municipal Infrastructure       Alignment and Integration

---

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

2024

# STRATEGIC PLAN

253



Prepared By

**DOABLE**  
consulting | learning | coaching



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# 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.



*2022-2026 Members of Council*

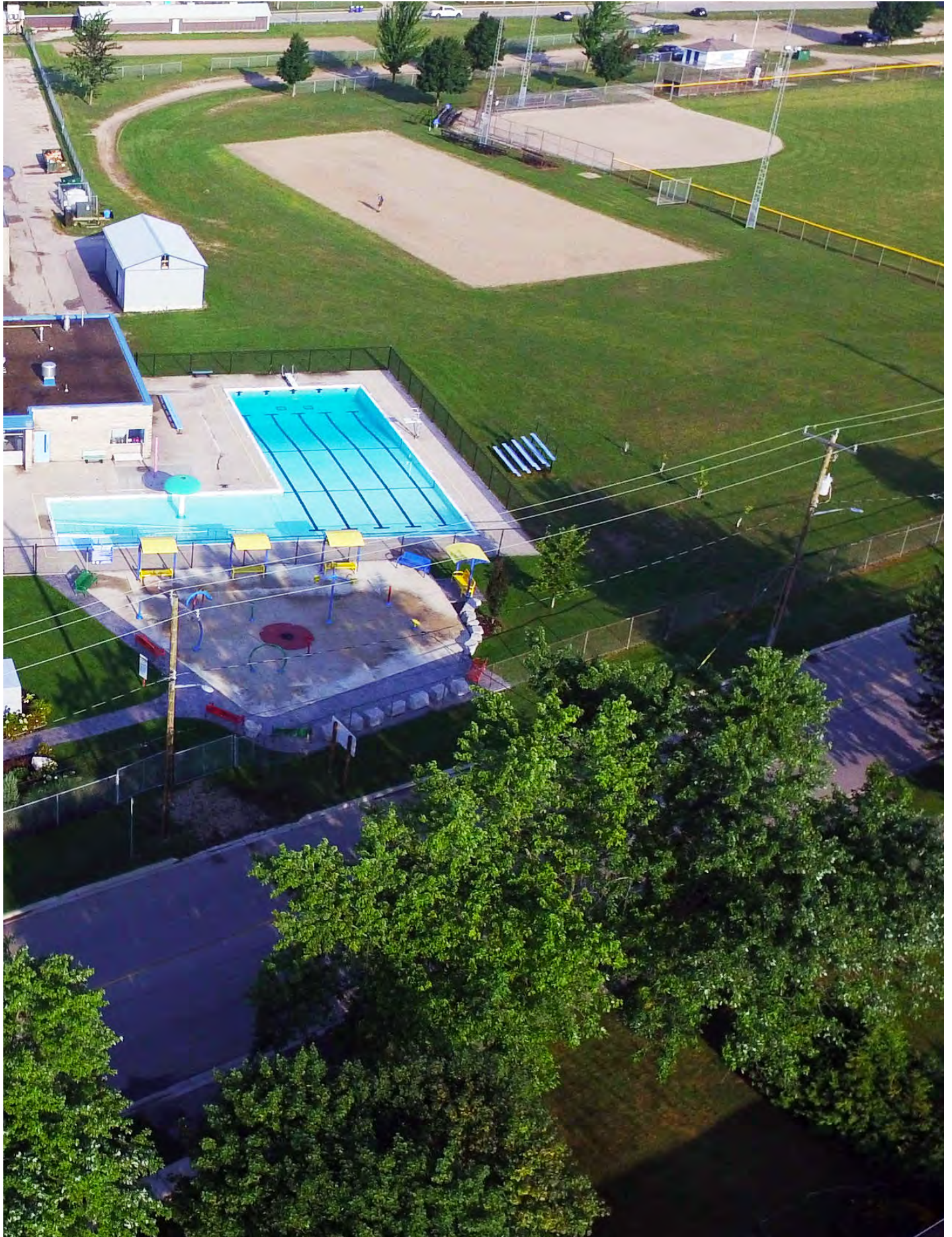




Over several recent terms of Council, the Township has advanced its strategic planning framework. The 2019-2022 strategic plan was focused upon modernization and efficiency, partnerships, municipal infrastructure, and alignment and integration.

The new 2024 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 & 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 and Council, supported by a Staff Project Team, and facilitated by an external consultant. Specific steps from the planning process can be found on page 6.



## Phase 1: Connecting and Taking Stock

environmental scan to identify current community issues

summarization of progress made in the last strategic plan

public 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 ULTIMATE PURPOSE

The primary goal 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.



# OUR PATH FORWARD

The ultimate goal of building a safe, sustainable, welcoming community will be served by three strategic priorities. 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 STRATEGIC PRIORITIES & 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 2024 Strategic Plan, the Township will integrate its key initiatives, adapt to the changes that occur over time, and action its strategic priorities.





## Shape and support sustainable growth...

Strategic priority	Objectives	Milestones		
Growth planning		Year 1 (2024)	Year 2 (2025)	Year 3 (2026)
Shape and support sustainable growth...  ...so that the Township maintains and supports growth for a balanced and inclusive community.	→ Develop a growth management strategy.	<b>(a)</b> Determine how we want to grow and start to develop a Growth Management Action Plan. <b>(b)</b> Identify requirements for retail growth. <b>(c)</b> Provide incentives for business growth and development. <b>(d)</b> Incentivize affordable housing. <b>(e)</b> Provide incentives to bring more workers to the community. <b>(f)</b> Continue Agriculture Preservation Advocacy. [SG 1]	<b>(a)</b> Complete growth management strategy. <b>(b)</b> Identify requirements for retail growth. <b>(c)</b> Provide incentives for business growth and development. <b>(d)</b> Initiate a Township/County Rent Geared to Income/Tiny homes Partnership. [SG 3] <b>(e)</b> Attract workers. <b>(f)</b> Incorporate suggestions from Agricultural Preservation Advocacy report in the growth management strategy.	<b>(a)</b> Assess and align growth management strategy. <b>(b-c)</b> Attract new businesses/retail and support growth. <b>(d,e)</b> Attract affordable housing <b>(e)</b> Update the Accessory Dwelling Land Use Policy and Reg Update. [SG 2] <b>(f)</b> Assess/recalibrate updated growth management strategy.
	→ Update planning and funding framework.	<b>(a)</b> Review recreation master plan. <b>(b)</b> Review findings from road needs study. <b>(c)</b> Evaluate the Wastewater MSC. [SG 4] <b>(d)</b> Initiate a Capital Levy Investigation. [SG 5] <b>(e)</b> Update the Land Use Policy. [SG 9] <b>(f)</b> Initiate a review of the Sewage Allocation Policy. [SG 10]	<b>(a)</b> Update recreation master plan. <b>(b)</b> Update transportation master plan, including trails. <b>(c)</b> Update the Wastewater MSC per outcomes of the Year 1 evaluation. <b>(d)</b> Review outcomes of the Capital Levy Investigation <b>(e)</b> Implement updates to the Land Use Policy. <b>(f)</b> Discuss/implement suggestions from the Sewage Allocation Policy review.	<b>(a)</b> Implement recommendations from the recreation master plan update. <b>(b)</b> Implement recommendations from the transportation master plan and road needs study. <b>(c)</b> Assess efficacy of updated Wastewater MSC. <b>(e-f)</b> Determine infrastructure needed to support growth and develop a Growth

Strategic priority	Objectives	Milestones		
<i>Growth planning</i>		<i>Year 1 (2024)</i>	<i>Year 2 (2025)</i>	<i>Year 3 (2026)</i>
				Management Action Plan. [SG 7] <b>(g)</b> Initiate a comprehensive review of the zoning by-law. [SG 8]



**Deliver quality, efficient community services aligned with the Township’s mandate and capacity...**

Strategic priority	Objectives	Milestones		
Services		Year 1 (2024)	Year 2 (2025)	Year 3 (2026)
<p>Deliver quality, efficient community services aligned with the Township's mandate and capacity...</p> <p>...so that the</p>	<p>→ Grow resources to keep up with growth and aging infrastructure.</p>	<p><b>(a)</b> Complete an environmental scan of financial opportunities (i.e., other revenue sources) [DQS 13], and an asset management inventory [DQS 14].</p> <p><b>(b)</b> Review current staffing levels.</p> <p><b>(c)</b> Identify which services use volunteers.</p> <p><b>(d)</b> Develop a plan to centralize facilities. [DQS 7]</p>	<p><b>(a)</b> Determine priority areas for growth.</p> <p><b>(b)</b> Develop an internal volunteer strategy to maintain and increase volunteers and help keep costs down.</p> <p><b>(c)</b> Implement the plan to centralize facilities developed in Year 1.</p>	<p><b>(a)</b> Increase focus on grants/funding: identify grants to support priority areas for growth identified in Year 2.</p> <p><b>(b)</b> Implement an external volunteer strategy to drive volunteer recruitment.</p> <p><b>(c)</b> Assess/recalibrate facilities centralization plan.</p>
<p>Township carefully maintains, enhances, and improves services that are balanced with community needs and resources.</p>	<p>→ Define service levels and continuously improve programs and services to match population growth and want.</p>	<p><b>(a)</b> Develop a user service list for planning.</p> <p><b>(b)</b> Identify council priorities and areas/services for improvement.</p> <p><b>(c)</b> Define Service Levels [DQS 3] and Service Level Performance Metrics [DQS 4].</p> <p><b>(d)</b> Implement a Strategic Plan and begin outcomes reporting. [DQS 8]</p> <p><b>(e)</b> Begin a review of Recreation Programming [DQS17] and Rec Facilities [DQS 18]; review and update the recreation master plan.</p> <p><b>(f)</b> Begin a review of current Usage of/Opportunities to Increase Green Space. [DQS 19]</p> <p><b>(g)</b> Review usage of the Damascus Conservation Area. [DQS 20]</p> <p><b>(h)</b> Update the road needs study; Initiate a Traffic Calming Pilot Program. [DQS 21]</p>	<p><b>(a-c)</b> Create and distribute a public survey on areas/services for improvement.</p> <p><b>(d)</b> Using data from Year 1 milestones, integrate data from reviews <b>(e-g)</b> and the pilot program <b>(h)</b> to draft updates to the Strategic Plan.</p> <p><b>(h)</b> Review the Traffic Calming Pilot Program.</p> <p><b>(i)</b> Continue /troubleshoot Phase 2 Upgrade of Arthur Wastewater Treatment Plan.</p> <p><b>(j)</b> Implement the IT Transition.</p> <p><b>(k)</b> Plan for an Arthur Water Source and Tower EA. [DQS 15]</p>	<p><b>(a-c)</b> Introduce Continuous Improvement framework. [DQS 5]</p> <p><b>(d)</b> Build on Year 2 draft incorporating milestones <b>(e-h)</b> to review updates specific to the Trail Masterplan [DQS 23], the Transportation Masterplan [DQS 22], and the overarching strategic plan.</p> <p><b>(i)</b> Ongoing work on Phase 2 Upgrade.</p> <p><b>(j)</b> Review the IT Transition.</p> <p><b>(k)</b> Initiate the Arthur Water Source and Tower EA.</p>

Strategic priority	Objectives	Milestones		
Services		Year 1 (2024)	Year 2 (2025)	Year 3 (2026)
		<p><b>(i)</b> Begin Phase 2 Upgrade of Arthur Wastewater Treatment Plant. [DQS 24]</p> <p><b>(j)</b> Plan for an IT Transition. [DQS 9]</p> <p><b>(x)</b> Update the road needs study.</p>		
	<p>→ Create and grow community partnerships.</p>	<p><b>(a)</b> Initiate partnership with the Arthur Food Bank Location. [DQS 1]</p> <p><b>(b)</b> Relocate the Arthur Historical Society to AACC. [DQS 2]</p> <p><b>(c)</b> Renew [DQS 6] and expand [DQS 10] the Fire Partnership.</p> <p><b>(d)</b> Review the Tree Inventory Partnership [DQS 12] and the Township Tree Preservation Guidelines [DQS 11].</p> <p><b>(e)</b> Adopt a Safe Communities Wellington County program. [DQS 16]</p>	<p><b>(a-e)</b> Review Year 1 data; develop a plan to grow partnerships and which partnerships to prioritize.</p>	<p><b>(a-e)</b> Implement the Year 2 plan to develop public and private partnerships (e.g., with other municipalities, with service clubs and businesses for programming).</p>

## Enhance information-sharing and participation in decision-making...

Strategic priority	Objectives	Milestones		
<i>Community engagement and communication</i>		Year 1	Year 2	Year 3
Enhance information-sharing and participation in decision-making...	→ Streamline communication platforms and use technology efficiently.	<b>(a)</b> Hire or designate a communications team member. <b>(b)</b> Complete a communications policy review (i.e., against legislated requirements). <b>(c)</b> Define stakeholder groups and identify best communication methods for each group. <b>(d)</b> Provide print communications to expand reach. <b>(e)</b> Provide service-specific communications (e.g., water).	<b>(a-e)</b> Review and measure the effectiveness of current communication methods and platforms. [EIS 2]	<b>(a-e)</b> Update the communications policy. [EIS 2]
...so that the Township increases engagement and sense of community.	→ Develop and engage in purposeful community partnerships.	<b>(a)</b> Identify existing partnerships and their goals in the ecosystem. <b>(b)</b> Proactively engage community groups (e.g., resource events and bring groups together through a shared vision). <b>(c)</b> Improve two-way communication (e.g., website) with TWN, sharing key information in person. <b>(d)</b> Track and use social media metrics of engagement. <b>(e)</b> Maintain participation on The River.	<b>(a-e)</b> Review progress to date.	<b>(a-e)</b> Ongoing improvement.
	→ Celebrate the community (e.g., share success stories).	<b>(a)</b> Complete and share a year in review. <b>(b)</b> Share success stories about staff and services. <b>(c)</b> Improve advertising and sharing of cultural moments (e.g., a monthly business bulletin, improved presence on The River). <b>(d)</b> Advertise and host fun TWN events. <b>(e)</b> Continue to host volunteer and newcomer events.	<b>(a-e)</b> Review progress to date.	<b>(a-e)</b> Ongoing improvement.



**WELLINGTON FEDERATION OF AGRICULTURE**

**Barclay Nap**

President

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**Katherine Noble**

Administrator

6154 Tenth Line, Harriston ON

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[wellington-fed-ag@outlook.com](mailto:wellington-fed-ag@outlook.com)

Sarah Wilhelm,  
 Manager of Policy, Planning & Development Department  
 County of Wellington

Sent via email to: [sarahw@wellington.ca](mailto:sarahw@wellington.ca)

**Re: Battery Storage Systems in Wellington County**

Sarah,

The Wellington Federation of Agriculture (WFA) is the largest farm organization in the County of Wellington with over 1500 members. Wellington County is a hub of agricultural innovation, research, and leadership in the province. The primary agriculture sector in Wellington County plays a crucial role in the economy by contributing \$841 million to Ontario's GDP and employing over 12,260 people. Wellington County accounts for a notable portion of the provincial agricultural supply chain, too, producing 5.8% of 2021 provincial farm cash receipts. Protecting and preserving the highly productive agricultural land for the purpose of growing, harvesting, and producing food is the Wellington Federation of Agriculture's (WFA) priority.

An Energy Storage Committee within the Ontario Federation of Agriculture (OFA) recently presented, and the OFA board approved a policy position for Battery Energy Storage Systems (BESS).

Policy and contractual obligations need to include:

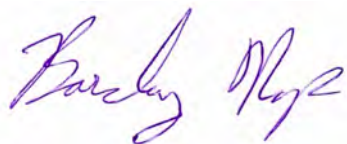
- 1) *That step one should be to protect farmland and exercise all alternative options prior to siting on agricultural land.*
- 2) *Regulators and the Ministry of Energy should prioritize siting all energy infrastructure on commercial and industrial land, and not allow siting on Canada Land Class 1 through 4 or Specialty Crop Lands.*
- 3) *Every jurisdiction where grid battery storage is hosted needs to ensure systems and processes comply with the latest standards and codes.*
- 4) *The Independent Electricity System Operator (IESO) should require BESS owners to take steps to ensure that fire and other safety risks are managed effectively, including using approved automatic fire prevention and suppression systems in every battery unit.*
- 5) *The Ontario government recognize and adopt Canadian National Fire Prevention Association (NFPA) and Underwriters Laboratory (UL) codes and standards in applicable energy regulations.*
- 6) *There should be environmental approval requirements for containment and oversight, including ground and surface water, air quality, soil, and related considerations.*

- 7) *BESS facility owners need to be contractually obligated to restore environments and returning the land to its' previous prime agricultural capacity if there is a BESS failure. Also BESS facility owners need to be obligated to restore land to its original purpose once the storage facility has been decommissioned.*
- 8) *Increasing the minimum setback distances for BESS from property lines and buildings, including homes and livestock facilities for safety precautions in an effort to protect people and livestock.*

WFA appreciates the opportunity to provide our recommendation and agricultural perspectives on the necessary policies to safeguard people, animals, and our precious Prime Agricultural Land in Wellington County. Detailed policy development is imperative to protect municipal fire protection resources, as well as ground/surface water, air and soil assets in the County.

We continue to look forward to working with our municipal partners to protect Wellington Counties highly productive farmland and continuing to grow a sustainable environment for the Agricultural system direct and downstream businesses to grow and thrive.

Sincerely,



Barclay Nap  
President, Wellington Federation of Agriculture

Cc via email:

Mark Reusser, OFA Regional Director  
Dufferin Federation of Agriculture Board of Directors  
Waterloo Federation of Agriculture Board of Directors  
WFA Board of Directors  
Municipality of Minto Clerk  
Municipality of Wellington North, Clerk  
Municipality of Mapleton, Clerk  
Municipality of Centre Wellington, Clerk  
Municipality of Guelph-Eramosa, Clerk  
Municipality of Erin, Clerk  
Municipality of Puslinch, Clerk  
Councillor James Seeley, Chair of Planning and Land Division Committee, Wellington County  
Mary Lloyd, County of Wellington representative to the WFA Board  
Ted Arnott, MPP Wellington-Halton Hills  
Matthew Rae, MPP Perth-Wellington



**WELLINGTON NORTH**  
SEMPER PORRO

November 30, 2023

Hon. Paul Calandra  
Minister of Municipal Affairs and Housing  
777 Bay Street, 17<sup>th</sup> Floor  
Toronto, ON M7A 2J3  
[MMAHOfficialPlans@Ontario.ca](mailto:MMAHOfficialPlans@Ontario.ca)

**Subject: Proposed Legislation to Reverse Previous Decisions on Municipal Official Plans/ Official Plan Amendments**

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The Corporation of the Township of Wellington North commends you on your introduction of legislation that, if passed, would reverse the official plan decisions made in November 2022 and April 2023 affecting the cities of Barrie, Belleville, Guelph, Hamilton, Ottawa and Peterborough, the regional municipalities of Halton, Niagara, Peel, Waterloo and York, and Wellington County.

In addition to those changes, on behalf of the Council of the Corporation of the Township of Wellington North, I am requesting you restore Wellington County Official Plan Amendment 119 (OPA 119) to the version adopted by Wellington County Council without the Provincial modifications.

OPA 119 set the stage for considering future growth in Wellington County by implementing the recommended growth structure from the technical work completed as part of Phase 1 of the County's municipal comprehensive review (MCR). The amendment did not include urban expansions or employment conversions as these matters were to be addressed as part of the County's technical work (Phase 2 land needs assessment and Phase 3 urban expansion review) and implemented through future phased Official Plan Amendments.

OPA 119 was adopted by County Council on May 26, 2022 but required approval of the Minister of Municipal Affairs and Housing (MMAH) prior to coming into force and effect. The Provincial review lasted over 10 months and on April 11, 2023 the Minister issued a decision to approve the OPA, with 33 modifications (link to Provincial decision: [ero.ontario.ca/notice/019-5635](https://ero.ontario.ca/notice/019-5635)).

County and Member Municipality staff were not made aware of, or consulted on, several significant modifications primarily dealing with urban boundary expansions, but also dealing with an employment conversion in Wellington North (Arthur). Staff is unaware of any technical evaluations completed by the Province to ensure that the modifications met current Provincial, County and local policy, municipal servicing requirements, etc.

The Provincial approach failed to recognize the decision-making authority and accountability of municipal elected officials in the area of community planning. The Provincial decision was final and could not be appealed.

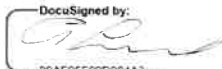
Since that time, the Province has made it clear that all modifications will be reversed, except where it wouldn't align with legislation or regulations (e.g. the Greenbelt Act) but that they would accept information about "projects that area already underway". The following table provides information about the status of development related to the employment conversion in Arthur.

Provincial Modifications to be Reversed	Status of Development
Employment Conversion in Arthur	<ul style="list-style-type: none"> <li>• No planning approvals have been obtained.</li> <li>• Official Plan Amendment and Zoning By-law Amendment applications appealed to Ontario Land Tribunal.</li> <li>• Employment conversion not supported by MCR Phase 2 Report prepared by Watson &amp; Associates Land Economists Ltd.</li> </ul>

As Mayor, I am submitting the response to the modifications affecting the Township of Wellington North. I have consulted with municipal staff at both the County of Wellington and Township levels, and on behalf of Township Council. In response to the Minister of Municipal Affairs and Housing request for local municipal input regarding the proposed reversal of modifications to County of Wellington OPA 119, the Township's position is that the modifications for an Employment Conversion in Arthur should be reversed.

I see this as an opportunity for the Province to reset and implement fair, equitable and transparent processes moving forward.

Sincerely;



Andrew Lennox, Mayor  
Township of Wellington North

cc. Council of the Township of Wellington North  
Sarah Wilhelm, Manager of Policy Planning, County of Wellington

# Mount Forest Community Garden *Accomplishments*



**Mission:**  
278

A space for residents of Wellington North to grow food, learn and connect through gardening

## The Journey

What began as a vision of just a few in November 2022, launched at a Community meeting, quickly became the mission and mandate of many to make that vision a reality.

Fifty people attended that first meeting which started the snowball rolling leading to a contagious movement to making this project happen. Very quickly at the beginning of 2023, Community volunteers formed four committees to steer and carry out the project. The committees engaged in leadership, financial matters, property build/maintain and community engagement.

A local landowner, Al Sharpe, having always been community-minded and interested in community gardens came forward and donated a free-lease on a piece of land in MF. It was a blank canvas to build on.

With the support of fundraising and engaged volunteers, the community garden began to take shape. By April a layout of the garden was finalized and grounds preparations began. Many volunteers and countless hours of hands-on work went into laying the groundwork (pun intended) to prepare the property for gardeners to grow food.

Members of the community were invited to a public meeting to learn about how they could be involved as gardeners, both the experienced and novice gardeners.

Not only did the earth need preparation through cultivation, layout and conditioning, work-bees built raised and elevated beds to go along with the in-ground planting spaces.

Poor spring weather caused significant delays, but with great determination and finally a break in the cold and the rain, the garden was ready for planting weekend, June 3.

Garden tools, seeds and bedding plants were so graciously donated from many different sources. Volunteers stepped up to help the Rookies learn about the practices of gardening and share their knowledge.

Through the summer months, the garden has continued to progress with the addition of community growing spaces to grow food for the local foodbanks and the Raw Carrot, on-site composters, stone-dust pathways, a french drain, picnic/garden benches and pavilion shelters for shade and activity spaces.





# 2023 In a Nutshell

*The Garden Committees, volunteers and gardeners have much to be proud of:*

~32 gardeners over 42 plots/raised beds/elevated gardens  
~60+ volunteers

~Connected with 5 groups and organizations in Well'n North

~Grab & Go garden & Sharing Shelf

~Abundance of produce donated

~On-site composting

~Garden benches & Pavillion for seating, shelter & activities

~25 returning gardeners confirmed for 2024 gardening season

~Mount Forest & District Horticulture Club-2023 Garden Tour

~All garden plantings and facilities implemented using horticultural best practices and environmentally conscious approaches.

~A beautiful space "for residents of Wellington North to grow food, learn and connect through gardening"

279  
860 pkgs of produce harvested & donated to our Foodbanks who support over 350 households

Thanks to the many amazing volunteers and gardeners who planted, cultivated and harvested for the community Foodbanks and the Raw Carrot. We thought that everyone would like to know the impact that this has had in our community.

The final tally is in, the Mount Forest Community Garden has provided an abundance of produce for the Mount Forest Community Pantry and the Arthur Foodbank to distribute. Check out how well you've done!

Green Beans - 95 pkgs

Peas - 50 pkgs

Tomatoes - 87 pkgs

Lettuce - 76 bundles

Swiss Chard - 73 bundles

Potatoes - 102 portions

Celery - 49 bunches

Onions - 40 pkgs

Kale - 34 bunches

Green Peppers - 24 portions

Carrots - 24 bunches

Cabbage - 22 portions

Zucchini - 20

Beets - 17 bags

Cherry Tomatoes - 12 bags

Yellow Squash - 9

Cucumbers - 7

Radishes - 13 bundles

Broccoli - 2 heads

Hot Peppers - 22 pkgs

Garlic - 40 bulbs

Early-morning harvest time in the Mount Forest Community Garden - This produce was on its way to the Mount Forest Pantry & the Arthur Foodbank

# Mount Forest Community Garden

## Community Impact



**Mission:**  
A space for  
residents of  
Wellington North  
to grow food, learn  
and connect  
through gardening

## Community Partners

### Mount Forest Family Health Team

When this project was in the planning stages late in 2022, we were hopeful that this place would impact wellness. The benefits that have been realized in this first year of the Mount Forest Community Garden are surprising. We were overwhelmed by the engagement and joy this space has already created in such a short time. We are excited to see how it continues to grow in 2024.

Elsa Mann-Team Lead-Rural Wellington Community Team

### Mount Forest Community Pantry & Arthur Foodbank

With Food Security in mind, the volunteers and growers set aside open garden spaces to plant and raise produce for harvest and donation to the Mount Forest Community Pantry and the Arthur Foodbank.

Starting in late July, food was harvested weekly and delivered to each of the food banks.

Now that the growing season is over, FB users were surveyed for planning next year's crops.

### Wellington Heights DSS



#### Wellington Heights DSS

students have been amazing partners, putting their hard work and skills into building for the community garden.

In the springtime, students in Mr. Verbeek's Construction Class built four convertible bench-picnic tables that provide a great place to rest and take in the beauty of the space.

This fall's Construction Class took on the task of building our Yardistry-donated pavilions that will provide shade and activity space.

### The Wellington County Learning Centre

"The garden was a wonderful place for the youth to come together and enjoy learning about educational topics as well as about weeding, watering, and harvesting gardens. We got a lot of positive feedback from both the parents and the youth, who got to take home vegetables from the garden every week!" Tyner

The Wellington County Learning Centre.



### The Raw Carrot

The Mount Forest Community Garden exemplifies all that is good about community. Our little non-profit that provides employment to people with disabilities by making soup is so grateful to our friends at the garden who have donated produce to us all season. This has helped us to "stay afloat" in this time of raging inflation and rapidly climbing food costs. One friend helping another by sharing the abundance; this means so much to our employees struggling to make ends meet. And we offer a healthy food product to people using as much locally grown produce as we can. The garden has been a huge help with that. Everyone benefits!

Thanks MF Community Garden!!!!

### Guelph Wellington Community Living

"This space and our assigned plot provided clients with a sense of accomplishment and enjoyment as they used their skills and learned new skills to grow and care for their vegetables. It was purposeful and therapeutic to be involved in this garden community. Clients connected with others and were engaged socially, which for some is a missing piece of their day to day life.

Feedback from clients was extremely positive, all excitedly awaiting the next growing season."



## Daphne Rappard



As a local chiropractor/naturopath, active member of the Mount Forest Horticultural Society and Green Team, and the Christmas Bureau, it was only natural for me to attend the public meeting about the proposed Community Garden. Absolutely determined not to be part of the leadership of yet one more committee, I was determined to keep a low profile, and just be a small part of this exciting venture. I made comments, and only signed my name in one spot...

Fast forward to spring 2023: as co-chair (the “co”-part was short-lived...) of the Down to Earth Committee, I was all of a sudden immersed in working with an incredible, small team of enthusiastic people creating the Garden, first on paper, then in real life! Challenged by prolonged spring thaws and inhospitable terrain, we slugged through snow and mud, marking where we envisioned the various garden elements would be. Our delayed start ended up being a blessing for me as I had, in the meantime, received a cancer diagnosis, and had bowel surgery May 19th.

Determined to not be deterred by this unlikely change in my life, the Garden became my focus. A week later, I was back on-site. And I had a new, keen volunteer! My sister, a retired nurse living in Saskatchewan, had come to ‘look after me’. Little did she know what she was getting in to! We spent all our days at the Garden site, helping with construction/ finishing of raised beds, moving compost and mulch, picking rocks, and watching in wonder how so many people came together to actually make our vision a reality, ready for planting day on June 3rd!

Throughout the summer, being at the Garden has been a wonderfully positive distraction for me; meeting with novice and experienced gardeners, waging (and winning!) war on a potato beetle invasion, harvesting for the Mount Forest and Arthur foodbanks and the Raw Carrot, watching the sunflowers at the top of the slope smiling down on the Garden, even salvaging hundreds of tomatoes from our blighted plants; it has all been such a rewarding experience for me.

And, as important as the growing aspect of the Garden has been, even more special has been the sense of Community that has been created in this very special place. I have gained several very special friends, and even when I was not able to physically be in the Garden for several weeks due to severe side effects from chemo, they kept me in the loop, and supported me. I have nurtured this Garden, but it has sustained me...

## Mike & Nola Marion

Recently retired and new to the area, the call to participate in a planning meeting for a proposed Mount Forest Community Garden got our attention. It seemed the perfect way to get involved, meet new people and be of service. The initial community meeting did not disappoint; it was clear that there was a shared interest in creating a space for people to gather and learn to grow food.

A shared vision for the garden was generated which guided the design of a community garden that proved to be beautiful, functional and accessible by all. Essentially a barren, unused patch of land was transformed into an area that grows food and community. The Mount Forest Community Garden has a positive energy that is welcoming to all who visit, whether as a gardener, volunteer or someone looking for a place to relax and eat lunch.

Every visit to this garden lifts our spirits and gives us more back than we put into it. We see planters and volunteers working together, ‘Weeding Parties’ taking care of the community garden spaces, and biweekly harvesting for our food banks. People are being supported in the growing of their own food at a time when food prices are quite high and we all benefit from the sharing of wisdom from our more experienced gardeners. Visitors also drop by to enjoy this new thing they keep hearing about.

This Community Garden is all about the well-being of our community. It provides a measure of food security and a safe space for people to gather. It allows for the transfer of knowledge about how to grow and harvest. It also reminds us how much produce can come from a small garden, and this has led to people sharing surplus food with others. It is a great place to connect, we look forward to upcoming opportunities for food education and ways to be of service to our community.



# Experiences & Impressions

I'm Veronica,

I had a great season in the new established Community Garden. There is nothing quite like putting seeds and tiny plants into the ground in spring and then start harvesting in a few weeks: early peas, lettuce, beans and so on. Of course, there is work involved: weeding, watering picking bugs and so on. The way I see it, it is all worth it seeing your crops grow and flourish and finally eat them with gusto. It really tastes much better than what you buy in the store. I can highly recommend it!!

2023 Gardener



It was exactly the piece of magic I needed in my life. It helped me build confidence. It fed me knowledge. It provided me a sense of community. But the best part of it all, was the people I've connected with. Those people are wonderful and I admire each and every one of them.

- Krystin Shering

From Helen Orr

Our new Community Garden provided so many special rewards and meaningful experiences - new friendships, healthy exercise, satisfying labours of love, and especially - the magic and joy of watching our tiny seedlings become a beautiful green field of delicious nourishment.

2023 Gardener



## Student Volunteer

The community garden is a very inviting environment where you can learn, have fun, meet new people, and get your volunteer hours completed all at the same time! I always had a blast when I went to help out at the garden and came out of volunteering with new knowledge about gardening and our community. I saw a positive impact being made first hand when the fresh produce was packaged and sent to the food banks because I knew that the partnership between the food bank and the garden is directly helping lives in our community. The experience of volunteering at the community garden was extremely beneficial and made me proud to be a part of the community!

- Hartley -



*As our small garden grew, so did our appreciation of nature, God and community grow.*

Ron & Monica

"The local community garden serves as a wonderful outdoor learning space for the children of our childcare center to enjoy. Our visits provide valuable opportunities for them to connect with nature, learn about the environment and cultivate their natural curiosity through hands on experiences. Exploring the garden and watching plants grow, while embarking on bug hunting adventures, is an engaging way to make learning fun and exciting. They eagerly look forward to each visit. Keep up the good work!" - Mount Forest Childcare and Learning Centre - Lori Corrigan

When I first rode my bicycle to the property being proposed for the Mount Forest Community Garden, I couldn't believe this long vacant piece of land could be transformed into much of anything without an awful lot of work.

Over the months I watched as a ton of volunteer work went into the garden and soon it was brimming with luxurious greenery. It has been a thrill to see the joy sprouting from the gardeners.

And a thrill for me to watch so much grow from a brave little dream. What a crop!

Campbell Cork



## 2024 Authority Meeting Schedule

Date	Time
Friday January 19 – Annual Meeting	1:00 p.m.
Thursday February 15	1:00 p.m.
Thursday March 21	1:00 p.m.
Thursday May 16	1:00 p.m.
Thursday July 18	1:00 p.m.
Thursday September 19 – Budget Review	1:00 p.m.
Thursday October 17	1:00 p.m.
Thursday November 21	1:00 p.m.

## 2024 Section 28 Hearing Schedule (if required)

Date	Time
Thursday February 15	10:00 a.m.
Thursday March 21	10:00 a.m.
Thursday May 16	10:00 a.m.
Thursday July 18	10:00 a.m.
Thursday September 19	10:00 a.m..
Thursday October 17	10:00 a.m.
Thursday November 21	10:00 a.m.

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

**BY-LAW NUMBER 112-2023**

**BEING A BY-LAW TO ENTER INTO A MUTUAL DRAIN AGREEMENT WITH MAPLE LANE FARM SERVICE INC., WYHOLM FARMS LIMITED, CRESCENDO FARMS INC., LAVERNE AND ERMA WEBER AND THE TOWNSHIP OF WELLINGTON NORTH**

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

1. That the Corporation of the Township of Wellington North enter into an agreement with Maple Lane Farm Service Inc., Wyholm Farms Limited, Crescendo Farms Inc., Laverne and Erma Weber and the Township of Wellington North for a Mutual Drain as set out in the agreement attached hereto as Appendix 1".
2. That the Mayor and the Clerk are hereby authorized and directed to execute the said site servicing agreement and all other documentation required.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
THIS 11TH DAY OF DECEMBER, 2023**

---

**ANDREW LENNOX, MAYOR**

---

**KARREN WALLACE, CLERK**

AGREEMENT FOR A MUTUAL DRAIN  
pursuant to Section 2(1) of the *Drainage Act*, R.S.O. 1990, c. D.17

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2023.

BETWEEN:

MAPLE LANE FARM SERVICE INC. ("Maple Lane")

and

WYHOLM FARMS LIMITED ("Wyholm")

and

CRESCENDO FARMS INC. ("Crescendo")

and

LAVERNE AND ERMA WEBER (the "Webers")

and

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH  
(the "Township")

(Singularly a "**Party**" and collectively the "**Parties**")

**WHEREAS** this Agreement is made under the authority of section 2 of the *Drainage Act*, R.S.O. 1990 c. D. 17 as amended authorizes agreements for drainage between two or more owners;

**AND WHEREAS** Maple Lane is the registered owner of the property known municipally as 9545 Concession 6 N R.R. #6, Mount Forest, ON N0G 2L0, more particularly described in Schedule "A" attached hereto (the "**Maple Lane Property**");

**AND WHEREAS** Wyholm is the registered owner of the property known municipally as 9559 Concession 6 N R.R. #6, Mount Forest, ON N0G 2L0, more particularly described in Schedule "B" attached hereto (the "**Wyholm Property**");

**AND WHEREAS** Crescendo is the registered owner of the property known municipally as 9531 Concession 6 N R.R. #6, Mount Forest, ON N0G 2L0, more particularly described in Schedule "C" attached hereto (the "**Crescendo Property**");

**AND WHEREAS** the Township as the successor in title to The Corporation of the Township of Arthur is the owner of the highway known as Concession Sideroad 2 East, more particularly described in Schedule "D" (the "**Township Road**");

**AND WHEREAS** the Webers are the registered joint tenant owners of the property known municipally as 9513 Concession 6 N R.R. #6, Mount Forest, ON N0G 2L0, more particularly described in Schedule "E" attached hereto (the "**Weber Property**");

**AND WHEREAS** Maple Lane requires a drainage outlet from the Maple Lane Property across the Wyholm Property and Crescendo Property and a further outlet across the Township Road and outletting onto and across the Weber Property (the "**Drainage Works**");

**AND WHEREAS** all of the Parties agree to enter into this Agreement for the construction of the Drainage Works upon the terms set out herein;

**AND WHEREAS** the Parties hereby agree that the recitals set out at the commencement of this Agreement are true and form part of this Agreement;

**NOW THEREFORE** in consideration of the mutual covenants and premises in the Agreement, the sum of TWO DOLLARS (\$2.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### **Description and Cost Estimate of Drainage Works**

1. The Drainage Works commence on the Maple Lane Property and proceed in a southeasterly direction to the Wyholm Property, then continue in an easterly direction then turn in a south then southeasterly direction across the Crescendo Property, then continue across and under the Township Road and continue further in a southerly direction on the Weber Property, then continue in a southwesterly direction outletting on the Weber Property.
2. The Drainage Works is located as shown on the attached Schedule "F" which forms part of this Agreement. The Drainage Works shall be constructed in accordance with the design by Darryl Bowman as approved by Lyndon Martin, of Ag Drain and attached as Schedule "F" (the "**Approved Plans**") hereto.
3. The name of the Drainage Works shall be the Crescendo-Weber Drain.
4. The estimated cost of the Drainage Works is \$88,802.50 as attached in Schedule "G".

### **Allocation of Costs**

5. The cost apportionment of the construction, improvement and subsequent maintenance of the Drainage Works between the undersigned parties shall be as set



out for the specified sections, mobilization and Total Cost Breakdown of Construction/Improvement as set out in Schedule "G" attached hereto.

### **Construction and Maintenance**

6. The Parties, their employees, contractors, agents and consultants, within six (6) months of the date of this Agreement, shall enter on and construct the Drainage Works on the Maple Lane Property, the Wyholm Property, the Crescendo Property, the Township Road and the Weber Property, pursuant to the Approved Plans.

7. The Parties shall at all times keep and maintain the respective sections of the Drainage Works in a good state of repair to a standard acceptable to the Township at the Parties sole respective proportional cost and expense as outlined above and more particularly described in Schedule "G" throughout the lifetime of the Drainage Works. The Parties shall have reasonable access to the Maple Lane Property, the Wyholm Property, the Crescendo Property, the Township Road, and the Weber Property for such construction, maintenance, repair, and inspection of the Drainage Works and the Parties shall forthwith inspect, repair and maintain the Drainage Works upon receiving notice from the Township of the need for such inspection, repair, or maintenance.

8. A Party shall provide written notice to all other Parties ten (10) days prior to such construction, maintenance, repair, or inspection.

### **Indemnity**

9. The Parties agree to indemnify and keep indemnified one another including their successors and assigns, from and against all actions, suits, claims and demands which may be brought against or made upon any of the Parties from all loss, costs, damages and expenses which may be paid, sustained or incurred by the Parties arising directly or indirectly from the Drainage Works.

### **Costs**

10. The Parties agree to pay their respective proportional costs of the construction, repair, maintenance, and any cost overages of the Drainage Works as outlined above and more particularly described in Schedule "G". The Parties further agree to pay the legal, engineering and surveying costs in respect of the Drainage Works on the respective proportional basis determined in the Total Cost Breakdown of Construction/Improvement table in Schedule "G", including the recoverable costs of the Township.

11. If any Party does not construct, repair, or maintain the Drainage Works as required, the Township may proceed forthwith to complete same at the expense of that Party and the Township may recover such cost from the Party pursuant to s. 446 the *Municipal Act, 2001*, S.O. 2001 c. 25 (the "***Municipal Act, 2001***") as amended, and any successor legislation.

**Licence**

12. The Parties agree that the Drainage Works shall be deemed to be with the licence of Maple Lane, Wyholm, Crescendo, the Township, and the Webers, and no Party shall acquire an easement or any other right in relation to the Drainage Works on the Maple Lane Property, the Wyholm Property, the Crescendo Property, the Township Road, or the Weber Property.

**Default**

13. It is mutually agreed between the Parties that if any Party shall be in default of any of its obligations under this Agreement, the Township may forward notice in writing of such default to the Party. If the Party fails to rectify such default to the satisfaction of the Township within ten (10) calendar days after receipt of such notice, the Township may, but is not obligated to, rectify such default and collect its costs incurred to remedy such default from the Party and add the cost to the tax roll of the Party pursuant to s. 446 of the *Municipal Act, 2001*.

**Notice**

14. Any notice to be given pursuant to this Agreement shall be sufficiently given if served personally upon the Party or an officer of the Party for whom it is intended, or if mailed, notice will be deemed to have been given on the fifth (5th) day following the day notice was mailed, in the case of:

**Maple Lane Farm Services Inc.**

9545 Concession 6 N, R.R.#6  
Mount Forest, ON N0G 2L0  
Attention: Harvey Bowman

**Wyholm Farms Limited**

9559 Concession 6 N, R.R.#6  
Mount Forest, ON N0G 2L0  
Attention: Mark Wideman

**Crescendo Farms Inc.**

9531 Concession 6 N, R.R.#6  
Mount Forest, ON N0G 2L0  
Attention: Darryl Bowman

**Laverne and Erma Weber**

9513 Concession 6 N R.R.#6  
Mount Forest, ON N0G 2L0

**The Township of Wellington North**

7490 Sideroad 7W, P.O. Box 125  
Kenilworth, ON N0G 2E0  
Attention: Karren Wallace, Clerk

15. It is understood and agreed between the Parties hereto that the covenants, provisions and conditions herein contained shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of all Parties and the Township respectively.

16. This Agreement shall be registered in the Land Registry Office – Wellington No. 61 against title to the Maple Lane Property, the Wyholm Property, the Crescendo Property, and the Weber Property. It is understood and agreed between the Parties hereto that this Agreement shall, upon registration in the proper land registry office, be binding upon the heirs, executors, administrators, successors and assigns of each Party to the Agreement in accordance with section 2(3) of the *Drainage Act*, R.S.O. 1990, c. D.17.

17. The Parties covenant and agree that, subject to the express terms of this Agreement, nothing in this Agreement shall prevent the Township from exercising its rights as owner of the Township Road.

18. Maple Lane, Wyholm, Crescendo, and the Webers covenant and agree to assign and to transfer this Agreement to any successor owner and will obtain from such successor or assignee a covenant in favour of the Township that the successor or assignee will be bound by all of the terms and conditions of this Agreement from and after the date of its assignment.

19. This Agreement may be executed in counterparts, and each counterpart will have the same force and effect as an original and will constitute an effective, binding agreement on the part of each of the undersigned.

20. The Parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

-----the remainder of this page left intentionally blank-----

IN WITNESS WHEREOF the Parties hereto have cause this Agreement to be duly executed as of the date first written above.

_____	)	_____
Witness:	)	Maple Lane Farm Service Inc.
Name:	)	Name: Harvey Bowman
	)	Title:
	)	I have the authority to bind the
	)	corporation.
	)	
	)	
_____	)	_____
Witness:	)	Wyholm Farms Limited
Name:	)	Name: Mark Wideman
	)	Title:
	)	I have the authority to bind the
	)	corporation.
	)	
	)	
_____	)	_____
Witness:	)	Laverne Weber
Name:	)	
	)	
_____	)	_____
Witness:	)	Erma Weber
Name:	)	
	)	
	)	
_____	)	_____
Witness:	)	Crescendo Farms Inc.
Name:	)	Name: Darryl Bowman
	)	Title:
	)	I have the authority to bind the
	)	corporation.
	)	
	)	

The Corporation of the Township of  
Wellington North

---

Andrew Lennox  
Mayor

---

Karren Wallace  
Clerk

We have the authority to bind The  
Corporation of the Township of  
Wellington North.

**SCHEDULE "A"****LEGAL DESCRIPTION OF THE MAPLE LANE PROPERTY**

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

PART LOT 3 CON 6 ARTHUR TOWNSHIP PARTS 1,2 & 3 PLAN 61R7707 & PART 1 PLAN 61R11427 & PART 1 PLAN 61R21084; TOWNSHIP OF WELLINGTON NORTH

PIN: 71085-0137 (LT)

**SCHEDULE "B"****LEGAL DESCRIPTION OF THE WYHOLM PROPERTY**

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

PT LT 3 CON 6 ARTHUR TOWNSHIP; PT LT 3 CON 5 ARTHUR TOWNSHIP AS IN RO801308; S/T INTEREST IN RON58430; WELLINGTON NORTH

PIN: 71085-0064 (LT)

**SCHEDULE "C"****LEGAL DESCRIPTION OF THE CRESCENDO PROPERTY**

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

PT LT 3 CON 6 ARTHUR TOWNSHIP AS IN DN43295 EXCEPT PT 1, 61R11427 & PART 1 PLAN 61R21084; WELLINGTON NORTH

PIN: 71085-0136 (LT)



**SCHEDULE "D"****LEGAL DESCRIPTION OF THE TOWNSHIP ROAD**

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

RDAL BTN LTS 6 & 7, CONS 3 & 4 ARTHUR TOWNSHIP; WELLINGTON NORTH

PIN: 71086-0030 (LT)

**SCHEDULE "E"****LEGAL DESCRIPTION OF THE WEBER PROPERTY**

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

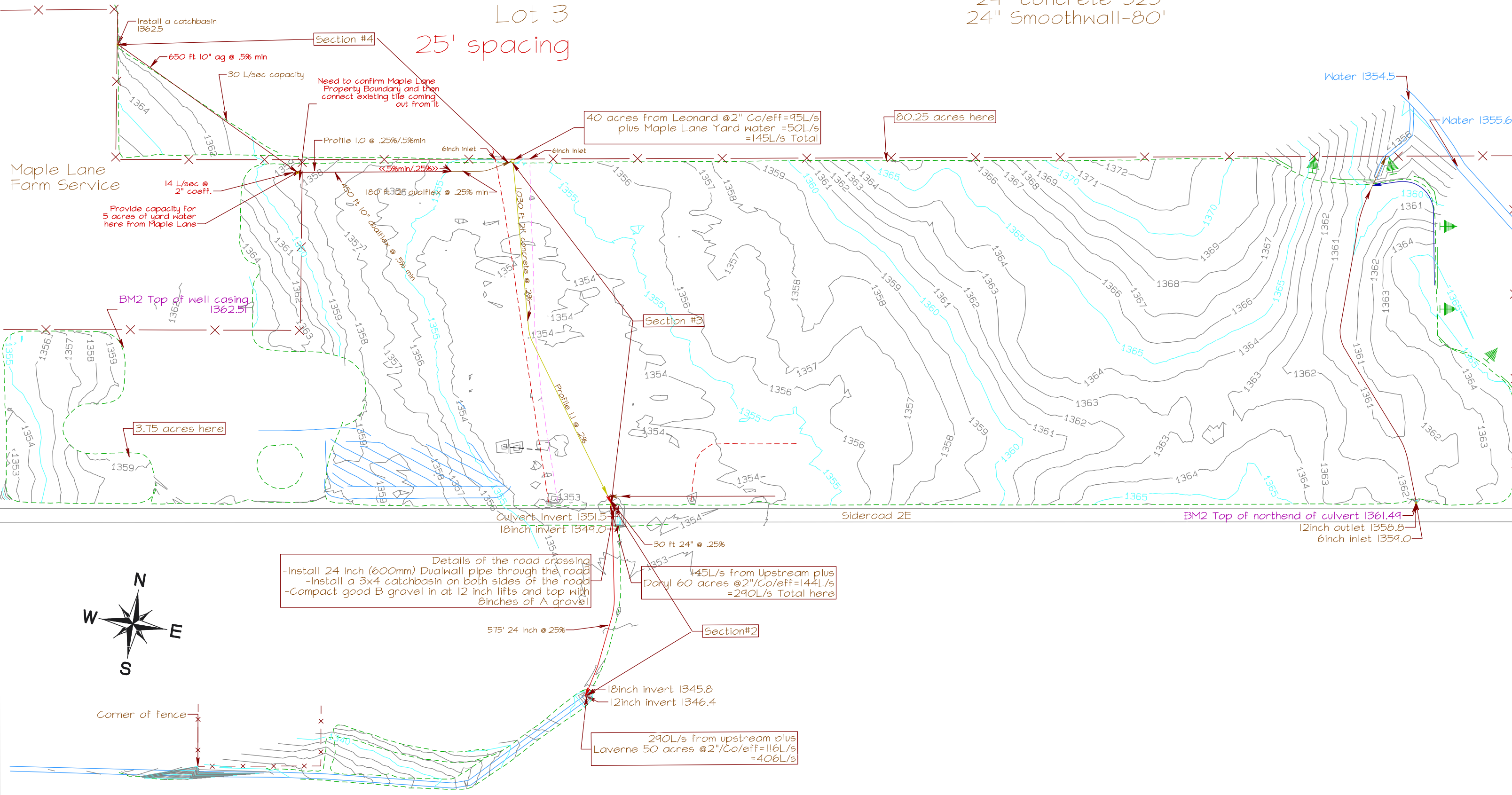
LT 4 CON 5 ARTHUR TOWNSHIP; PT LT 4 CON 6 ARTHUR TOWNSHIP AS IN RO712744; WELLINGTON NORTH

PIN: 71085-0011 (LT)

Daryl Bowman  
 7416 Sideroad 2E  
 Arthur Twp.  
 Conc 6  
 Lot 3  
 25' spacing

**SCHEDULE F DRAINAGE WORKS MAP**

Material List For Maindrain:  
 10" ag-650'  
 10" dualflex-450'  
 12" dualflex-180'  
 21" concrete-1,030'  
 24" concrete-525'  
 24" Smoothwall-80'



Concession Rd 6N



Details of the road crossing  
 -Install 24 inch (600mm) Dualwall pipe through the road  
 -Install a 3x4 catchbasin on both sides of the road  
 -Compact good B gravel in at 12 inch lifts and top with 8 inches of A gravel

145L/s from Upstream plus  
 Daryl 60 acres @ 2"/Co/eff=144L/s  
 =290L/s Total here

290L/s from upstream plus  
 Laverne 50 acres @ 2"/Co/eff=116L/s  
 =406L/s

**Maple Lane, Wideman, Bowman, Weber Drain Cost Breakdown**

SCHEDULE G COST BREAKDOWN

**Section #1 -880 ft ft of 24 inch concrete Pipe plus 3x5 Catchbasin**

Outlet \$ 1,000.00  
 880 ft of 30inch Pipe Installed \$ 29,920.00  
 3x5 Catchbasin installed \$ 2,000.00

**Cost for Section #1 \$ 32,920.00 \$ 32,920.00**

**Maple Lane 12% \$ 3,950.40 Leonard Wideman 23% \$ 7,571.60 Daryl Bowman 36% \$ 11,851.20 Laverne Weber 29% \$ 9,546.80**

**Section #2 -575 ft of 21 inch Concrete Pipe plus road crossing plus 3x4 catchbasin(figuring on Leonards 18inch for surface capacity)**

575 ft of 21inch Pipe installed \$ 12,735.00  
 Road crossing \$ 4,000.00  
 3x4 Catchbasin installed \$ 1,800.00

**Cost for Section #2 \$ 18,535.00 \$ 18,535.00**

**Maple Lane 17% \$ 3,150.95 Leonard Wideman 32% \$ 5,931.20 Daryl Bowman 51% \$ 9,452.85**

**Section #3 1,030 ftof 18inch concrete pipe installed plus 2x2 catchbasin**

1,030 ft 18 inch Pipe installed \$ 19,570.00  
 2x2 Catchbasin installed \$ 1,500.00

**Cost for Section#3 \$ 21,070.00 \$ 21,070.00**

**Maple Lane 35% \$ 7,374.50 Leonard Wideman 65% \$ 13,695.50**

**Section #4 180 ft of 12Inch Dualflex,450 feet of 10inch Dualflex and 650 feet of 10inch agpipe plus 2x2 catchbasin**

180 feet 12 inch installed \$ 2,835.00  
 450 feet of 10inch installed \$ 5,760.00  
 650 feet of 10 inch agpipe installed \$ 4,582.50  
 2x2 Catchbasin installed \$ 1,500.00  
 Locating tile across Leonard \$ 500.00

**Cost for Section#4 \$ 15,177.50 \$ 15,177.50**

**Maple Lane 100% \$ 15,177.50**

**Mobilization \$ 1,100.00 \$ 1,100.00**

**Maple Lane 25% \$ 275.00 Leonard Wideman 25% \$ 275.00 Daryl Bowman 25% \$ 275.00 Laverne Weber 25% \$ 275.00**

**Total Cost of project \$ 88,802.50 Maple Lane \$ 29,928.35 Leonard Wideman \$ 27,473.30 Daryl Bowman \$ 21,579.05 Laverne Weber \$ 9,821.80**

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

**BY-LAW NUMBER 113-2023**

**BEING A BY-LAW TO ADOPT A BUDGET INCLUDING  
ESTIMATES OF ALL SUMS REQUIRED DURING 2024 FOR  
OPERATING AND CAPITAL, FOR PURPOSES OF THE  
MUNICIPALITY.**

**AUTHORITY:** *Municipal Act, 2001, S.O. 2001, Chapter 25, as amended, Section 290.*

**WHEREAS** the *Municipal Act, 2001*, requires that the Council of a local municipality shall in each year prepare and adopt a budget including estimates of all sums required during the year for the purposes of the municipality;

**AND WHEREAS** the Council of the local municipality may require that the current year's estimates of every board, commission, or other body for which the Council is required to levy a tax rate or provide money, be submitted to the Council each year;

**AND WHEREAS** the Council of the Corporation of the Township of Wellington North has in accordance with the Municipal Act considered the estimates of all sums required during the year, including the estimates of all its boards, commissions, and other bodies;

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

1. **THAT** the estimates of the Corporation of the Township of Wellington North as set out in Schedule "A" and Schedule "B" attached hereto and forming part of this by-law be adopted; and
2. **THAT** this by-law this by-law shall come into force immediately on its passage.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
THIS 11TH DAY OF DECEMBER, 2023**

---

**ANDREW LENNOX, MAYOR**

---

**KARREN WALLACE, CLERK**

TOWNSHIP OF WELLINGTON NORTH  
2024 OPERATING BUDGET (By Account Groupings)  
BY-LAW 113-2023  
SCHEDULE "A"

	2022 ACTUALS	2023 BUDGET	2024 BUDGET	NET BUDGET CHANGE	
				\$	%
<b>REVENUE</b>					
General Expenses/revenues (Surplus fwd)	-	-	-	-	
Tax Levy Requirement	8,091,238	9,011,968	9,646,763	634,795	7.0%
PIL'S and Supplementary Taxes	901,299	469,170	538,337	69,167	14.7%
OMPF Allocation	1,283,700	1,277,500	1,300,600	23,100	1.8%
Tax Write/Offs	(96,478)	(93,200)	(93,200)	-	0.0%
Grants and Subsidies	77,046	84,000	69,000	(15,000)	-17.9%
Municipal Recoveries	148,799	155,500	159,000	3,500	2.3%
Licences, Permits and Rents	744,231	653,276	748,966	95,690	14.6%
Fines and Penalties	148,784	125,000	130,000	5,000	4.0%
User Fees and Charges	6,278,363	6,075,207	6,343,081	267,874	4.4%
Sales Revenue	71,139	67,870	64,350	(3,520)	-5.2%
Other Revenue	1,097,102	282,550	626,281	343,731	121.7%
Internal Recoveries	655,780	646,730	795,210	148,480	23.0%
Capital Project Recovery	-	-	-	-	0.0%
Transfer from Reserves/Reserve Funds	727,947	883,151	676,097	(207,054)	-23.4%
<b>Total Revenue</b>	<b>20,128,950</b>	<b>19,638,722</b>	<b>21,004,485</b>	<b>1,365,763</b>	<b>7.0%</b>
<b>EXPENDITURES</b>					
Salaries, Wages and Employee Benefits	5,157,401	6,330,818	6,944,518	613,700	9.7%
Long Term Debenture Charges	809,750	821,540	810,481	(11,059)	-1.3%
Materials, Supplies and Equipment	3,727,218	3,635,550	3,924,230	288,680	7.9%
Contracted Services	2,090,998	2,178,410	2,282,942	104,532	4.8%
Rents, Insurance and Financial Expenses	539,491	673,980	680,925	6,945	1.0%
External Transfers	59,690	76,150	75,100	(1,050)	-1.4%
Internal Charges	655,779	646,760	795,210	148,450	23.0%
<b>Total Expenditures</b>	<b>13,040,327</b>	<b>14,363,208</b>	<b>15,513,406</b>	<b>1,150,198</b>	<b>8.0%</b>
<b>Net Revenue Before Transfers</b>	<b>7,088,623</b>	<b>5,275,514</b>	<b>5,491,079</b>	<b>215,565</b>	<b>4.1%</b>
Transfer to Reserves	1,713,192	1,871,409	1,984,609	113,200	6.0%
Transfer to Reserve Fund	35,183	5,000	5,000	-	0.0%
Transfer to Capital Fund	3,408,231	3,399,105	3,501,470	102,365	3.0%
Surplus (for transfer to reserves - Estimated)	1,932,017	-	-	-	0.0%
	<b>7,088,623</b>	<b>5,275,514</b>	<b>5,491,079</b>	<b>215,565</b>	<b>4.1%</b>
<b>Net Operating Surplus (Deficit)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

Tax Levy Increase	634,795
% Tax Levy Change	7.04%
% Organic Growth	2.10%
% Tax Levy Impact	4.94%

TOWNSHIP OF WELLINGTON NORTH  
2024 CAPITAL BUDGET  
BY-LAW 113-2023  
SCHEDULE "B"

	2022 BUDGET	2023 BUDGET	2024 BUDGET
<b>Project Expenditures</b>			
Council Directed Projects	748,805	-	-
20in20 Initiatives	-	-	-
Development Projects	-	-	-
Roads & Drainage	4,428,871	4,601,238	5,703,945
Waterworks	707,916	988,081	484,557
Sanitary Sewers	744,932	511,081	434,556
Fleet	958,000	-	930,000
Parks & Recreation	944,234	1,420,000	806,950
Fire	138,000	504,500	160,000
Admin & Property	160,750	489,603	932,000
Cemetery	-	49,849	20,000
Arthur Wastewater Treatment Plant – Phase 2 Upgrade	-	-	13,500,000
<b>Total Expenditures</b>	<b>8,831,508</b>	<b>8,564,352</b>	<b>22,972,009</b>
<b>Funding</b>			
Revenue (levy, user fees, etc)	3,518,731	3,359,105	3,531,471
Grants	1,343,688	1,030,775	1,074,123
Devt Chrgs & Reserves	2,233,600	1,735,301	1,873,852
Developer Contributions	21,500	120,000	22,500
External Debt	-	-	-
Gas Tax	655,000	340,000	1,287,768
Senior Government Grant	939,091	1,979,171	1,682,295
Unfunded Amounts	119,898	-	-
Arthur Wastewater Treatment Plant – Phase 2 Upgrade	-	-	13,500,000
<b>Total Funding</b>	<b>8,831,508</b>	<b>8,564,352</b>	<b>22,972,009</b>

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

**BY-LAW NUMBER 114-2023**

**BEING A BY-LAW TO REGULATE TRAFFIC IN THE  
TOWNSHIP OF WELLINGTON NORTH AND TO REPEAL  
BY-LAW NO. 130-2022.**

WHEREAS Council deems it necessary to pass a by-law to regulate traffic in the Township of Wellington North and to repeal By-law No. 130-2022.

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

1. **DEFINITIONS:**

In this by-law,

**“authorized sign”** means any sign, as defined in this by-law, that is in compliance with the *Highway Traffic Act* and the regulations made under that Act and whose installation has been authorized by by-law;

**“Township” and “Township of Wellington North”** means The Corporation of the Township of Wellington North;

**“Council”** means the Council of the Township of Wellington North;

**“emergency vehicle”** includes an ambulance, fire department vehicle, and police department vehicle;

**“highway”** means a common and public highway or portion thereof, and includes any bridge, trestle, viaduct or other structure forming part of a highway;

**“install”** means to install, place or erect, and **“installation”** has a corresponding meaning;

**“Director”** means the Director of Operations, Manager of Transportation Services their designate or, in the event of organizational changes, another employee designated by Council;

**“municipal service vehicle”** means a vehicle operated by or on behalf of the Township while the vehicle is being used for the repair or maintenance of



highways, the collection or transportation of waste, or other municipal purpose for which equipment is required;

**“pedestrian crossover”** has the same meaning as in the *Highway Traffic Act*;

**“public utility”** means a system that is used to provide a service to the public, and includes water, sewage, electricity, gas, telephone and cable services;

**“public utility service vehicle”** means a vehicle operated by or on behalf of a Corporation that supplies or manages a public utility within the Township while the vehicle is being used for the repair or maintenance of a public utility or other purpose for which equipment is required;

**“school zone”** means the portion of a highway that adjoins the entrance to or exit from a school and that is within 150 metres along the highway in either direction beyond the limits of the land used for the purposes of the school;

**“sign”** includes any sign, marking on a roadway, curb or sidewalk, or other traffic control device, other than a traffic control signal system, that provides notice of traffic regulations; and

**“through highway”** means a highway designated in this by-law under the authority of the *Highway Traffic Act* that is marked by an authorized stop sign.

1.1 Except as otherwise provided in section 1, the words and terms used in this by-law have the same meaning as the words and terms used in the *Highway Traffic Act*.

1.2 Terms that are not defined in this By-law shall have the meaning set out in the Act.

## 2. **APPLICATION:**

2.1 This by-law applies to every highway over which the Township has jurisdiction or, in the case of a boundary highway, joint jurisdiction.

2.2 This by-law does not apply to a Provincial highway, County highway or to private roads.

## 3. **ADMINISTRATION:**

3.1 In accordance with the requirements of subsection 144(31) of the *Highway Traffic Act*, the Director is designated by Council as the person whose approval and authorization is required prior to the erection or installation of

any new traffic control signal system or traffic control signal used in conjunction with a traffic control signal system.

- 3.2 Transportation Services is responsible for the administration of this by-law, including the installation and maintenance of signs that have been authorized by the Director.

#### **4. REGULATIONS:**

- 4.1 The intersections set out in Column 1 of Schedule A to this by-law are designated as intersections where stop signs shall be erected at the locations shown in Column 2 of the Schedule.
- 4.2 The intersections set out in Column 1 of Schedule B to this by-law are designated as intersections where yield right-of-way signs shall be erected at locations shown in Column 2.
- 4.3 The intersections set out in Schedule C are designated as all-way stop intersections, and the installation of stop signs is authorized on each of the corners at these designated intersections.
- 4.4 The highways described in Schedule D are designated for the use of one-way traffic only and no person shall drive a vehicle on a designated highway except in the direction specified in Schedule D.
- 4.5 The installation of signs identifying the designated highways described in all schedules is authorized by the Director.

#### **5. REDUCED LOAD PERIODS**

- 5.1 During the period from the first day of March to the fifteenth day of May, inclusive, in each calendar year, reduced load periods shall be implemented on the highways set out in Schedule E of this By-law.
- 5.2 During the period set out in clause 5.1 no vehicle shall travel on any highway set out in Schedule E with a fully loaded vehicle.
- 5.3 Notwithstanding clause 5.1 the Director has the authority to alter the period of half load season as necessary.

#### **6. LIMITING WEIGHT OF VEHICLES ON BRIDGES**

- 6.1 THAT no vehicle or combination of vehicles or any class thereof, whether empty or loaded, having a gross weight exceeding that set forth in

Schedule F of this by-law, shall be operated over bridges set out in Schedule F of this By-law.

- 6.2 That clause 6.1 shall become effective when a notice of the limit of the weight permitted is posted in a conspicuous place at each end of the bridges set out in Schedule F.

## **7. PEDESTRIAN CROSSOVER LOCATION**

- 7.1 The portion of highways set out in Column 1 of Schedule G to this by-law at the locations named in Column 2 are designated as pedestrian crossovers.

## **8. OFFENCE AND PENALTY PROVISIONS:**

- 8.1 Any person who contravenes this by-law is guilty of an offence and, upon conviction, is subject to a fine as provided in the *Provincial Offences Act* or the *Highway Traffic Act* and to any other applicable penalties.
- 8.2 If this by-law is contravened and a conviction entered, the court in which the conviction has been entered and any court of competent jurisdiction thereafter may, in addition to any other remedy and to any penalty that is imposed, make an order prohibiting the continuation or repetition of the offence by the person convicted.

## **9. VALIDITY:**

- 9.1 If a court of competent jurisdiction declares any provision, or any part of a provision, of this by-law to be invalid, or to be of no force and effect, it is the intention of Council in enacting this by-law that each and every provision of this bylaw authorized by law be applied and enforced in accordance with its terms to the extent possible according to law.

## **10. REPEAL**

- 10.1 That By-law Number 130-2022 be repealed in their entirety.

## **11. COMMENCEMENT:**

- 11.1 This by-law comes into force on the date it receives third reading and is passed.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
THIS 11<sup>th</sup> DAY OF DECEMBER, 2023.**

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**ANDREW LENNOX, MAYOR**

---

**KARREN WALLACE, CLERK**

**SCHEDULE "A"**  
**A-1 STOP SIGNS**

Column 1 <b>AT THE INTERSECTION OF</b>	Column 2 <b>ERECTED AT</b>
Adelaide Street/Dingman Street	Dingman Street
Albert Street/Egremont Street South	Egremont Street South (north of)
Albert Street/Egremont Street South	Egremont Street South (south of)
Albert Street/Forest Glen Crescent	Forest Glen Crescent
Albert Street/Oakview Crescent (east side)	Oakview Crescent (east of)
Albert Street/Oakview Crescent (west side)	Oakview Crescent (west of)
Albert Street/Ruby's Crescent (east side)	Ruby's Crescent (east of)
Albert Street/Ruby's Crescent (west side)	Ruby's Crescent (west of)
Albert Street/Church Crescent	Church Crescent
Albert Street/Ronnie's Way	Ronnie's Way
Arthur Street/Prince Charles Street	Prince Charles Street
Arthur Street/Princess Ann Street	Princess Ann Street
Ayrshire Street/Clyde Street	Clyde Street
Bellefield Crescent/Eastview Drive	Eastview Drive
Bellefield Crescent/Lynwood Place	Lynwood Place
Birmingham Street West/Colcleugh Avenue	Colcleugh Avenue
Birmingham Street West	Normanby Street North (north of)
Birmingham Street West	Normanby Street North (south of)
Birmingham Street West/Weber Street	Weber Street
Byeland Drive	Byeland Drive
Byeland Drive/Egremont Street North	Egremont Street North
Centre Street/Maple Street	Maple Street (north of)
Centre Street/Maple Street	Maple Street (south of)
Charles Street East/Isabella Street East	Isabella Street East (north of)
Charles Street East/Georgina Street	Georgina Street (north of)
Charles Street East/Georgina St	Georgina Street (south of)
Cheryl Lynn Street/Wendy's Lane	Wendy's Lane
Church Street North/Birmingham Street East	Birmingham Street East (east of)
Church Street North/Birmingham Street East	Birmingham Street East (west of)
Church Street North/Cheryl Lynn Street	Cheryl Lynn Street
Church Street South/Forest Glen Crescent	Forest Glen Crescent
Church Street South/Forest Glen Drive	Forest Glen Drive

<b>Column 1 (continued)</b> <b>AT THE INTERSECTION OF</b>	<b>Column 2 (continued)</b> <b>ERECTED AT</b>
Clarke Street/Adelaide Street	Adelaide Street (north of)
Clarke Street/Adelaide Street	Adelaide Street (south of)
Clarke Street/Walton Street	Walton Street (north of)
Clarke Street/Walton Street	Walton Street (south of)
Concession 11/Sideroad 4 West	Sideroad 4 West
Concession 11/Sideroad 5 West	Sideroad 5 West
Concession 11/Sideroad 7 West	Sideroad 7 West
Concession 2/Sideroad 2 East	Sideroad 2 East
Concession 2/Sideroad 3 East	Sideroad 3 East
Concession 2/Sideroad 5 East	Sideroad 5 East
Concession 2/Sideroad 6 East	Sideroad 6 East
Concession 2/Sideroad 8 East	Sideroad 8 East
Concession 4/Sideroad 10 West	Sideroad 10 West
Concession 4/Sideroad 2 East	Sideroad 2 East
Concession 4/Sideroad 3 East	Sideroad 3 East
Concession 4/Sideroad 5 East	Sideroad 5 East
Concession 4/Sideroad 6 East	Sideroad 6 East
Concession 4/Sideroad 7 East	Sideroad 7 East
Concession 6/Sideroad 10 West	Sideroad 10 West
Concession 6/Sideroad 2 East	Sideroad 2 East
Concession 6/Sideroad 3 East	Sideroad 3 East
Concession 6/Sideroad 5 East	Sideroad 5 East
Concession 6/Sideroad 9 West	Sideroad 9 West
Concession 7/Sideroad 8 West	Sideroad 8 West
Concession 7/Sideroad 9 West	Sideroad 9 West
Concession 8/Sideroad 2 East	Sideroad 2 East
Concession 9/Sideroad 5 West	Sideroad 5 West
Concession 9/Sideroad 6 West	Sideroad 6 West
Concession 9/Sideroad 8 West	Sideroad 8 West
Concession 9/Sideroad 9 West	Sideroad 9 West
Conestoga Street North /Walton Street	Walton Street
Conestoga Street North/Adelaide Street	Adelaide Street
Cork Street/Melissa Crescent	Melissa Crescent
Cork Street/Princess Street	Princess Street (east of)
Cork Street/Princess Street	Princess Street (west of)

<b>Column 1 (continued)</b> <b>AT THE INTERSECTION OF</b>	<b>Column 2 (continued)</b> <b>ERECTED AT</b>
Cork Street/Waterloo Street	Waterloo Street
Dingman Street/Day Street	Day Street
Dingman Street/Raftis Street (south side)	Raftis Street (north of)
Dingman Street/Raftis Street (east side)	Raftis Street (west of)
Dingman Street/Waters Way	Waters Way
Domville Street/Andrew Street	Andrew Street
Domville Street/Clarke Street	Clarke Street
Domville Street/McCord Street	McCord Street
Domville Street/Colwill Court	Colwill Court
Dublin Street/Page Street	Page Street
Dublin Street/Prince Charles Street	Prince Charles Street
Dublin Street/Princess Ann Street	Princess Ann Street
Dublin Street/Princess Street	Princess Street (west of)
Dublin Street/Princess Street	Princess Street (east of)
Dublin Street/Waterloo Street	Waterloo Street (west of)
Dublin Street/Waterloo Street	Waterloo Street (east of)
Durham Street East/Jefferey Way	Jefferey Way
Durham Street West/Normanby Street North	Normanby Street North
Durham Street West/Silverbirch Avenue	Silverbirch Avenue
Durham Street West/Foster Street	Foster Street
Durham Street West/Henry Street	Henry Street
Durham Street West/Perth Street	Perth Street
Durham Street West/Weber Street	Weber Street
Eastview Drive/Lynwood Place	Lynwood Place
Edward Street/Municipal Parking Lot	Municipal Parking Lot
Eliza Street/Bellefield Crescent	Bellefield Crescent
Eliza Street/Carroll Street	Carroll Street
Eliza Street/Eastview Drive	Eastview Drive
Eliza Street/Farrell Lane	Farrell Lane
Eliza Street/Leonard Street	Leonard Street
Frederick Street West/Edward Street	Edward Street
George Street/Eliza Street	Eliza Street
George Street/Francis Street East	Francis Street East
Isabella Street East/Eliza Street	Eliza Street
Isabella Street East/Georgina Street	Georgina Street

<b>Column 1 (continued)</b> <b>AT THE INTERSECTION OF</b>	<b>Column 2 (continued)</b> <b>ERECTED AT</b>
John Street/Miller Street	Miller Street
John Street/Waterloo Street	Waterloo Street
Jones Baseline Access Road/Jones Baseline (north side)	Jones Baseline (north of)
Jones Baseline/Jones Baseline Access Rd	Jones Baseline Access Road
Jones Baseline/Sideroad 25	Sideroad 25
Kenzie Road/Owen Road	Owen Road
Kenzie Road/Sarah Road	Sarah Road
King Street East/Ronnie's Way	Ronnie's Way
King Street West/Elgin Street South	Elgin Street South
Leonard Street/Isabella Street East	Isabella Street East (south of)
Line 1/Sideroad 25	Sideroad 25
Line 1/Sideroad 30	Sideroad 30
Line 10/Sideroad 3	Sideroad 3
Line 10/Sideroad 7	Sideroad 7
Line 12/East West Luther Townline	East-West Luther Townline
Line 12/Sideroad 13	Sideroad 13
Line 12/Sideroad 3	Sideroad 3
Line 12/Sideroad 7	Sideroad 7
Line 2/East West Luther Townline	East-West Luther Townline
Line 2/Sideroad 13	Sideroad 13
Line 2/Sideroad 15	Sideroad 15
Line 2/Sideroad 25	Sideroad 25
Line 2/Sideroad 3	Sideroad 3
Line 2/Sideroad 30	Sideroad 30
Line 2/Sideroad 7	Sideroad 7
Line 3/Sideroad 25	Sideroad 25
Line 3/Sideroad 30	Sideroad 30
Line 4/Sideroad 13	Sideroad 13
Line 4/Sideroad 15	Sideroad 15
Line 4/Sideroad 3	Sideroad 3
Line 4/Sideroad 7	Sideroad 7
Line 6/Sideroad 3	Sideroad 7
Line 6/Sideroad 7	Sideroad 3
Line 8/Sideroad 3	Sideroad 3
Line 8/Sideroad 7	Sideroad 7



<b>Column 1 (continued)</b> <b>AT THE INTERSECTION OF</b>	<b>Column 2 (continued)</b> <b>ERECTED AT</b>
London Road North/Broomer Crescent	Broomer Crescent
London Road North/Durham Street East	Durham Street East
London Road North/Jack's Way	Jack's Way
London Road South/Albert Street	Albert Street
London Road South/Connery Road	Connery Road
London Road South/King Street East	King Street East
London Road South/Owen Road	Owen Road
London Road South/Sarah Road	Sarah Road
Main Street North/Birmingham Street East	Birmingham Street East
Main Street North/Birmingham Street West	Birmingham Street West
Main Street North/Durham Street East	Durham Street East
Main Street North/Durham Street West	Durham Street West
Main Street South/Bentley Street	Bentley Street
Main Street South/North Water Street East	North Water Street East
Main Street South/North Water Street West	North Water Street West
Main Street North/Industrial Drive	Industrial Drive
Main Street North/Mount Forest Drive	Mount Forest Drive
Main Street South/Grant Street	Grant Street
Main Street South/King Street East	King Street East
Main Street South/King Street West	King Street West
Main Street South/Miller Street	Miller Street
Main Street South/Murphy Street	Murphy Street
Main Street South/Parkside Drive	Parkside Drive
Main Street South/South Water Street	South Water Street
Martin Street/Cork Street	Cork Street
Melissa Crescent/Justin's Place	Justin's Place
North Water Street/Arthur Street	Arthur Street
North Water Street/James Street	James Street
North Water Street/John Street	John Street
North Water Street/William Street	William Street
Oak Street/Centre Street	Centre Street
Parker Drive/Paula Crescent	Paula Crescent
Parkside Drive/Grant Street	Grant Street
Parkside Drive/York Street	York Street
Preston Street North/Adelaide Street	Adelaide Street

<b>Column 1 (continued)</b> <b>AT THE INTERSECTION OF</b>	<b>Column 2 (continued)</b> <b>ERECTED AT</b>
Preston Street North/Day Street	Day Street
Preston Street North/Dingman Street	Dingman Street
Preston Street North/Waters Way	Waters Way
Preston Street South/Duke Street	Duke Street
Princess Street/Jeremy's Cr (east Side)	Jeremy's Crescent (east of)
Princess Street/Jeremy's Cr (west Side)	Jeremy's Crescent (west of)
Princess Street/Melissa Crescent	Melissa Crescent
Queen Street East/Albert Street	Albert Street
Queen Street East/Ayrshire Street	Ayrshire Street
Queen Street East/Egremont Street South	Egremont Street South
Queen Street East/Fergus Street South	Fergus Street South
Queen Street East/Parkside Drive	Parkside Drive
Queen Street East/Peel Street	Peel Street
Queen Street East/York Street	York Street
Queen Street West/Arthur Street	Arthur Street
Queen Street West/Birmingham Street West	Birmingham Street West
Queen Street West/Cork Street	Cork Street
Queen Street West/Dublin Street	Dublin Street
Queen Street West/Durham St West	Durham Street West
Queen Street West/Homewood Avenue	Homewood Avenue
Queen Street West/James Street	James Street
Queen Street West/John Street	John Street
Queen Street West/King Street West	King Street West
Queen Street West/Lover's Lane	Lover's Lane
Queen Street West/Normanby Street South	Normanby Street South
Queen Street West/Sligo Road West	Sligo Road West
Queen Street West/Wellington Street West	Wellington Street West
Queen Street West/William Street	William Street
Ronnie's Way/Doug's Crescent	Doug's Crescent
Ronnie's Way/Sarah Road	Sarah Road
Schmidt Drive/Carrol Street	Carrol Street
Schmidt Drive/Eastview Drive (east side)	Eastview Drive
Schmidt Drive/Eastview Drive (west side)	Eastview Drive (north of)
Schmidt Drive/Eastview Drive (west side)	Eastview Drive (south of)
Sideroad 13/Line 6	Sideroad 13 North side

<b>Column 1 (continued)</b> <b>AT THE INTERSECTION OF</b>	<b>Column 2 (continued)</b> <b>ERECTED AT</b>
Sideroad 13/Line 6	Sideroad 13 South side
Sideroad 13/Line 8	Line 8
Sideroad 17/Eighteenth Line	Eighteenth Line
Sideroad 3 East/Concession 8	Concession 8
Sideroad 3 West/Concession 11	Concession 11
Sideroad 3 West/Sally Street	Sally Street
Sideroad 5 West/McDonald Road	McDonald Road
Sideroad 7 East/Concession 2	Concession 2
Sideroad 7 East/Concession 4	Concession 4
Sideroad 7 West/Concession 7	Concession 7
Sideroad 7 West/Concession 9	Concession 9
Sideroad 7 West/Parker Drive	Parker Drive
Sideroad 8 West/Concession 6	Concession 6
Sideroad 9 East/Concession 2	Concession 2
Smith Street /Preston Street North	Preston Street North
Smith Street/Preston Street South	Preston Street South
Smith Street/Clarke Street	Clarke Street
Smith Street/Conestoga Street North	Conestoga Street North
Smith Street/Conestoga Street South	Conestoga Street South
Smith Street/Wells Street East	Wells Street East
Smith Street/Wells Street West	Wells Street West
Tucker Street/Adelaide Street	Adelaide Street
Tucker Street/Isabella Street West	Isabella Street West
Tucker Street/Walton Street	Walton Street
Waterloo Street/Arthur Street	Arthur Street (north of)
Waterloo Street/Arthur Street	Arthur Street (south of)
Waterloo Street/James Street	James Street (north of)
Waterloo Street/James Street	James Street (south of)
Waterloo Street/William Street	William Street (north of)
Waterloo Street/William Street	William Street (south of)
Waterloo Street/Homewood Avenue	Homewood Avenue
Wellington Street East/Church Street North	Church Street North
Wellington Street East/Newfoundland Street	Newfoundland Street
Wellington Street West/Colcleugh Avenue	Colcleugh Avenue
Wellington Street West/Normanby Street North	Normanby Street North

<b>Column 1 (continued)</b> <b>AT THE INTERSECTION OF</b>	<b>Column 2 (continued)</b> <b>ERECTED AT</b>
Wellington Street West/Normanby Street South	Normanby Street South
Wells Street East/Domville Street	Domville Street
Wood Street/Maple Street	Maple Street
York Street/Peel Street	Peel Street (north of)
York Street/Peel Street	Peel Street (south of)

**SCHEDULE "B"**  
**YIELD SIGNS**

Intentionally left blank

**SCHEDULE "C"**  
**ALL-WAY STOP SIGNS**

<b>AT THE INTERSECTION OF</b>
Albert Street/Church Street South
Birmingham Street East/Egremont Street North
Birmingham Street East/Fergus Street North
Birmingham Street West/Elgin Street North
Domville Street/Preston Street
Domville Street/Conestoga Street North
Durham Street East/Church Street North
Durham Street East/Egremont Street North
Durham Street East/Fergus Street North
King Street East/Egremont Street South
King Street East/Newfoundland Street
King Street East/Fergus Street South
Tucker Street/Domville Street
Wellington Street East/Egremont Street
Wellington Street East/Fergus Street
Wellington Street West/Elgin Street North
Wellington Street East/London Road

**SCHEDULE "D"**  
**ONE-WAY TRAFFIC**

This Schedule intentionally left blank

**SCHEDULE "E"**  
**REDUCED LOAD PERIODS**

Every highway under the jurisdiction of the Township of Wellington North, except:

Main Street North  
Main Street South  
Queen Street East  
Queen Street West  
Smith Street  
George Street



**SCHEDULE "F"**  
**RESTRICTING THE WEIGHT OF**  
**VEHICLES PASSING OVER BRIDGES**

<b>STRUCTURE NO.</b>	<b>MTO SITE NO.</b>	<b>LOCATION</b>	<b>GROSS LOAD TONNES</b>
<b>9</b>	<b>35-17</b>	<b>Sideroad 3 East 0.3 km East of Concession 6 N</b>	<b>18</b>
<b>21</b>	<b>35-80</b>	<b>Sideroad 8 East 1.8 KM East of Highway 6</b>	<b>12</b>
<b>38</b>	<b>35-85</b>	<b>Sideroad 3 North of Line 6</b>	<b>26</b>

**SCHEDULE "G"**  
**PEDESTRIAN CROSSOVER LOCATION**

**Mount Forest**

Column 1 <b>PORTION OF HIGHWAY</b>	Column 2 <b>AT THE LOCATION</b>
Main Street South	King Street East
Main Street North	Durham Street West
Queen Street East	Parkside Drive

**Arthur**

Column 1 <b>PORTION OF HIGHWAY</b>	Column 2 <b>AT THE LOCATION</b>
Smith Street	Conestoga Street

The pedestrian crossover on Main Street South at King Street East, Main Street North at Durham Street West, Queen Street East at Parkside Drive and Smith Street at Conestoga Street will be designed and installed in accordance with Ontario Regulation 402/15, be consistent with a Level 2, Type B crossover in accordance with Ontario Traffic Manual Book 15.

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

**BY-LAW NUMBER 115-2023**

**BEING A BY-LAW TO AUTHORIZE AN AGREEMENT FOR BY-LAW COMPLIANCE SERVICES**

**WHEREAS** it is deemed expedient to enter into an Agreement with the Corporation of the City of Guelph for by-law compliance services

***NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH*** enacts as follows:

1. **THAT** The Corporation shall enter into an Agreement with the Corporation of the City of Guelph in the form, or substantially the same form as the draft Agreement attached hereto as Schedule 1.
2. **THAT** the Mayor and the Clerk of the Corporation are hereby authorized and directed to sign the By-law to enter into the Agreement on behalf of the Corporation

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
THIS 11th DAY OF DECEMBER, 2023.**

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**ANDREW LENNOX, MAYOR**

---

**KARREN WALLACE, CLERK**

## SHARED SERVICES AGREEMENT

This shared services agreement is between:

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH**  
 (“Township”)

- and -

**THE CORPORATION OF THE CITY OF GUELPH**  
 (“City”)

**WHEREAS** sections 20 (1) & (2) of the *Municipal Act, 2001*, S.O. 2001, c. 25, provide legislative authority for municipalities to enter into an agreement for joint undertakings to provide, for their joint benefit, any matter which they have the power to provide within their own boundaries;

**AND WHEREAS** the City and the Township previously entered into a pilot project to share the services of a By-Law Compliance Officer;

**AND WHEREAS** upon the expiry of the pilot project, the City and the Township are mutually desirous of continuing to share the services of a By-Law Compliance Officer;

**AND WHEREAS** the City and the Township are agreeable to and deem it to be to their mutual interests to enter into a shared services agreement.

**IN CONSIDERATION** of the mutual covenants and agreement contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged the Parties agree as follows:

### PART I – DEFINITIONS AND RETAINER

#### 1. Definitions

(1) In this Agreement, the following terms have the following corresponding meanings:

- (a) “**Arbitration Act**” means the *Arbitration Act, 1991*, S.O. 1991, c. 17;
- (b) “**Agreement**” means this agreement, all schedules and any amendments;
- (c) “**Business Day**” means any working day, Monday to Friday inclusive, but excluding statutory and other holidays, namely: New Year's Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which a Party has elected to be closed for business;

- (d) **“By-Law Compliance Officer”** means a Representative of the City whose duties include the enforcement of municipal by-laws;

**“By-Law Compliance Services”** has the meaning ascribed to it as set out in Schedule “A”;

- (c) **“Chief Building Official”** means the Township’s Chief Building Official or designate;

- (d) **“City Website Page”** means the City’s URL web address at <https://cityofguelph.maps.arcgis.com/apps/CrowdsourceReporter/index.html?appid=3156edc1974b4e57af435999a6d08986>;

- (e) **“Confidential Information”** means any information, whether oral, written, visual, electronic, or in any other form, relating in any way to this Agreement, which is identified as confidential or that would reasonably be considered as being confidential;

- (f) **“Disclosing Party”** means the Party disclosing Confidential Information;

- (g) **“Effective Date”** means January 1, 2024;

- (h) **“Force Majeure Event”** means an event causing a *bona fide* inability, failure, or delay, notwithstanding the commercially reasonable efforts of the Party delayed with respect thereto, and without such Party’s fault or negligence, in the performance of any obligations under this Agreement arising from causes beyond the reasonable control of such Party and which causes could not have been reasonably foreseen by such Party or, if foreseeable, were unavoidable, including the supply or provision of any service or the doing of any work or the making of any repairs by reason of being unable to obtain the material, goods, equipment, service, utility, or labour required to enable it to fulfil such obligation, or by reason of any statute, law, or order-in-council, or any regulation or order passed or made pursuant thereto, or by reason of the order or direction of any administrator, controller, or board, or any governmental department or officer or other governmental authority, or by reason of not being able to obtain any permission or authority required thereby, or by reason of strike, lockout, riot, insurrection, war, fire, tempest, pandemic, or act of God;

- (i) **“Loss”** means any loss, liability, damage, expense, charge, fine, penalty or assessment, including the expenses of any suit, proceeding, demand, assessment, judgment, settlement or compromise and all interest, fines, penalties and professional fees and disbursements on a 100 percent, complete indemnity basis;

- (j) **“Manager”** means the City’s Manager Corporate and Community Safety or

designate;

- (k) “**MFIPPA**” means the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56;

“**Parties**” means the Township and the City and “**Party**” means either the Township or the City;

- (l) “**Person**” shall be broadly interpreted and includes an individual, body corporate, partnership, joint venture, trust, association, unincorporated organization, the Crown, any domestic or foreign government and any governmental agency, authority, tribunal or commission and any entity recognized by law;

- (m) “**Provincial Offences Act**” means the *Provincial Offences Act*, R.S.O., 1990, c. P.33;

- (n) “**Receiving Party**” means the Party receiving Confidential Information, and includes all Representatives of that Party;

- (o) “**Representative**” of a Party includes every partner, associate, officer, director, employee, consultant, subconsultant, contractor, agent and members of municipal council;

- (p) “**Services**” means those services set out under section 2 of this Agreement;

- (q) “**Township By-Law**” or “**Township By-Laws**” has meaning ascribed to it in Schedule “B”;

- (r) “**Term**” includes the Initial Term and any Extension Term;

- (s) “**Township Website Page**” means the Township’s URL web address at <https://www.wellington-north.com>.

## 2. Services

- (1) The Township hereby retains the City, subject to the provisions of this Agreement, to provide By-Law Compliance Services for the Township, as more particularly set out in Schedule “B” of this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall preclude the Township from carrying out its own By-law Compliance Services as it deems reasonably necessary.
- (2) The City shall provide the By-Law Compliance Services through its own resources and/or independent contractors and be responsible for all such City personnel providing By-Law Compliance Services covered under this Agreement;

- (3) Notwithstanding anything in this Agreement, the Township acknowledges and agrees that the City is not responsible to provide By-Law Compliance Services for any by-laws not specifically identified in Schedule “B” of this Agreement.
- (4) Subject to the provisions of this Agreement, the co-ordination of the provision of By-Law Compliance Services to be provided within the Township shall be the responsibility of the City. The Township agrees to expend all reasonable efforts in supporting this co-ordination function.
- (5) The City shall provide the Township with By-law Compliance Services that are substantially comparable to those that are provided by the City within the City of Guelph. The City is not obliged to provide By-law Compliance Services at a greater level or degree than are being provided within the City of Guelph. The Parties acknowledge that the City makes no representation or warranty that the level or degree of By-law Compliance Services provided under this Agreement will be maintained or continued to any particular standards, other than stated expressly here. The Township further acknowledges and agrees that there may be from time-to-time interruptions or reduction in the level of By-law Compliance Services, and that the City shall not be held liable for any losses, costs, damages, claims, or expenses arising from or connected with a temporary interruption or reduction in the level of By-law Compliance Services provided under this Agreement.
- (6) Notwithstanding anything contained in this Agreement, the Township acknowledges and agrees that the By-Law Compliance Services will be provided at the sole discretion of the Manager.
- (7) Any By-Law Compliance Services not accepted by the City pursuant to section 2(6) of this Agreement, including but not limited to, those complaints that are initially accepted by the City but assessed by the City, in its sole discretion, as beyond the City’s scope of By-Law Compliance Services will be handled as follows:
  - (i) if the Township By-law complaint was received directly by the Township and then forwarded to the City, then the City will inform the Township directly;
  - (ii) if the Township By-law complaint is received from the complainant by any method other than through direct communication from the Township to the City, then the City, as applicable, will re-direct the complainant to the Township Website Page and/or the Township staff.

### 3. Fees

- (1) The Township shall pay the City for the By-Law Compliance Services provided by the City to the Township.
- (2) The Township shall pay the City for By-Law Compliance Services fees as invoiced as more particularly set out in Schedule "C".
- (3) Notwithstanding the foregoing, if the City should ever, in its sole discretion, acting reasonably, in the provision of the By-Law Compliance Services to the Township, be required to incur any special expenditures beyond usual operating expenditures on an urgent basis, which expenditures cannot be recovered, then the City may add such expenditures to the fees provided for above.

## PART II – TOWNSHIP OBLIGATIONS

### 4. Chargeable Amounts

- (1) The City may charge the Township for any Harmonized Sales Tax or any other applicable taxes payable on the fees and expenditures.
- (2) When this Agreement is terminated or expires, the Township shall pay the City, on a pro-rated basis where applicable, for the chargeable fees, expenditures and taxes incurred up to the effective date of such termination or expiration, or a later date if By-Law Compliance Services, already commenced by the City, cannot reasonably be discontinued until such later date.

### 5. Information and Notification

- (1) Upon request the Township shall forthwith provide the City with all historical and current information in its files relating to a written compliant and any other information that may be required by the City to fulfil its obligations under this Agreement.
- (2) The Township shall forthwith provide the City with notice of any changes to Township By-Laws and provide copies of any Township By-Law amendments and/or replacements to the Township By-Laws.

### 6. Website Link and Software

- (1) The Township shall, at its own expense, supply, establish, and maintain a hyperlink between the Township Website Page and the City Website Page ("**Link**") which permits the public to go from the Township Website Page by clicking the "enter written



complaints” to the City Website Page to enter written complaints related to Township By-Laws for processing by the City.

- (2) THE TOWNSHIP ACKNOWLEDGES AND AGREES THAT THE CITY WEBSITE PAGE IS PROVIDED AT THE SOLE DISCRETION OF THE CITY. THE CITY WEBSITE PAGE IS PROVIDED “AS IS” AND THE CITY MAKES NO REPRESENTATIONS OR WARRANTIES EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, SUITABILITY OF USE, OR FITNESS FOR A PARTICULAR PURPOSE OR A PORTION OF SUCH, OR OTHERWISE.
- (3) The Township shall, at its sole cost and expense, use best efforts to procure and install a records management system software to use for Township By-Law complaints received from the public within one (1) year of the Effective Date and notify the City of same. Once installed, The Township shall provide the City access to such software for the purposes of By-Law Compliance Services.
- (4) If not previously removed by agreement of the Parties, the Township shall remove the Link as of the termination of expiry of this Agreement.

### PART III – COMMUNICATIONS BETWEEN THE PARTIES

#### 7. **Contacts and Communications**

- (1) The Township shall treat the Manager as the City’s principal contact in respect of all aspects of this Agreement, unless otherwise directed or permitted in writing by the City.
- (2) The City shall treat the Chief Building Official as the Township’s principal contact in respect of all aspects of this Agreement, unless otherwise directed or permitted in writing by the Township.
- (3) Although this Agreement is subject to MFIPPA, neither Party shall communicate with the media about the By-Law Compliance Services provided pursuant to this Agreement except with the prior written approval of the other Party.

#### 8. **Notices**

- (1) In this agreement “**Notice**” means any notification or communication required or permitted to be given by one Party to the other Party under this Agreement.
- (2) A Party giving Notice shall give it in writing and shall deliver it by personal delivery, email, prepaid courier or prepaid regular mail to an address of the other Party provided for in this Agreement.

- (3) Either Party may from time to time change any of its addresses or contacts by Notice given in accordance with this section.
- (4) A Notice sent by personal delivery, email, or by prepaid courier is deemed to be delivered at the time the delivery is made. A Notice sent by prepaid regular mail is deemed to be delivered five (5) days after the date it is sent, provided that if a postal interruption occurs, the Notice is deemed to be delivered five (5) days after the resumption of postal service.
- (5) Notices to the City are to be sent to the following:

Manager, Corporate and Community Safety  
The Corporation of the City of Guelph  
1 Carden Street, Guelph, ON N1H 4E1  
Tel: 519-822-1260  
dustin.gronc@guelph.ca

- (6) Notices for the Township are to be sent to the following:

Chief Building Official  
The Corporation of the Township of Wellington North  
7490 Sideroad 7 W, Box 125, Kenilworth, ON N0G 2E0  
519-848-3620 ext. 4462  
djones@wellington-north.com

## 9. Confidential Information

- (1) The Receiving Party shall use Confidential Information only for the purposes of this Agreement.
- (2) Except as provided in this Agreement, the Receiving Party shall keep confidential all Confidential Information disclosed to it by the Disclosing Party.
- (3) The Receiving Party shall not copy or transcribe into another form any Confidential Information received from the Disclosing Party except as reasonably necessary.
- (4) The Receiving Party shall protect the Confidential Information disclosed to it by the Disclosing Party, in the same manner and to the same extent that it protects its own Confidential Information.
- (5) Upon the termination of this Agreement, or earlier upon the request of the Disclosing Party, the Receiving Party shall promptly destroy or return (as directed by the

Disclosing Party) all copies of the Confidential Information disclosed to the Receiving Party.

- (6) The Receiving Party may disclose Confidential Information if:
  - (a) the Disclosing Party consents;
  - (b) the Receiving Party is required by law to disclose it; or
  - (c) the Confidential Information is generally and publicly available.
- (7) If the Receiving Party is required by law to disclose Confidential Information, it shall promptly notify the Disclosing Party so that the Disclosing Party may intervene to prevent the disclosure.
- (8) The Receiving Party shall ensure that all Representatives of the Receiving Party comply with all the provisions of this Agreement relating to Confidential Information and the Receiving Party shall be responsible for any failure by any Representative to do so.
- (9) Each Party specifically acknowledges that the other Party is subject to the MFIPPA, and that the other Party may be compelled to disclose certain Confidential Information.
- (10) If a Party breaches any provision of this Agreement relating to Confidential Information, it shall immediately give Notice of such breach to the other Party and take all necessary steps to limit the extent and impact of the breach.
- (11) The harm that would be suffered by a Party in the event of a breach of the provisions of this Agreement relating to Confidential Information by the other Party would not be compensable by monetary damages alone. Therefore, a Party shall be entitled, in addition to any other remedies, to seek an injunction against a breach or threatened breach of any such provision.

#### PART IV – TERM AND TERMINATION

##### **10. Term and Termination**

- (1) Subject to termination, the term of this Agreement will be three (3) years, commencing on the Effective Date and the Agreement will end on December 31, 2026 (“Initial Term”) and may be renewed in accordance with section 11(2).

- (2) If a Party is not in default, then such Party shall have the option to extend this Agreement for up to three (3) additional terms of five (5) years each (each an “**Extension Term**”), and may exercise such option by providing the other Party written notice at least sixty (60) days in advance of the then expiry date of this Agreement failing which, this Agreement shall expire on the then expiry date. Except for the fee, the same terms and conditions as outlined in this Agreement shall apply to each extension unless such other terms and conditions are mutually agreed upon between the Parties.
- (3) Either Party may terminate this Agreement at any time without cause upon a Party delivering Notice to the other Party at least sixty (60) days in advance.
- (4) Either Party may terminate this Agreement, effective upon written Notice to the other Party (“Defaulting Party”), if the Defaulting Party breaches a material term of this Agreement or fails to properly perform any material obligation under this Agreement and such breach or failure is incapable of cure, or, with respect to a breach or failure capable of cure the Defaulting Party does not cure such breach or failure to the satisfaction of the non-defaulting Party within five (5) Business Days after receipt of written Notice from the non-defaulting Party.

#### PART V – INDEMNITY, INSURANCE, AND LIMITATION OF LIABILITY

##### **11. Indemnification**

- (1) The Township shall indemnify and save harmless the City and the City’s Representatives from and against all Losses that arise or result, directly or indirectly, from the fraud, negligent act or omission, or wilful misconduct of the Township, and the Township’s Representatives, or any other Person for whom the Township is in law responsible in connection with this Agreement and all the provisions of the services and activities required to be performed or rendered by the Township except to the extent caused by the fraud, negligent act or omission, or wilful misconduct of the City or any of its Representatives.
- (2) The City will not be liable for any Loss arising from errors or omissions in any of the information that the Township is required to provide to the City, unless the City had actual or imputed knowledge of such error or omission, or the Township has disclaimed reliance on such information.
- (3) For the purposes of the Township’s obligation to indemnify the City’s Representatives, the parties acknowledge that the City is acting as the agent and trustee for its Representatives.

- (4) Upon receipt by the City of a claim from a third party, the City may, at its option, permit the Township to assume the defence of such third-party claim or require the Township to cooperate with the City in the defence, including providing the City with prompt Notice of any possible Loss and providing the City with all information and material relevant to the possible Loss.
- (5) If the Township has assumed defence of a third-party claim, the Township shall not settle or compromise such claim without the prior written consent of the City. Any settlement of any claim by the Township shall not include an admission of liability or wrongdoing and must include a fully and complete release of the City.

## 12. Insurance

- (1) Without restricting the generality of the provision in this Agreement related to indemnification, the Township, shall at its own expense, purchase and maintain the following insurance, with insurers licensed to transact insurance business in Ontario and in form satisfactory to the City throughout the Term and until one (1) year after this Agreement is no longer in effect:
  - (a) commercial general liability insurance covering all liabilities for personal injury and property damage arising from this Agreement, including personal injury, death, damages to and loss of use of property, with limits of not less than \$5,000,000 for each occurrence.
  - (b) If the Township will use motor vehicles in performing its obligations under this Agreement, automobile (motor vehicle) insurance covering all liabilities for personal injury or property damage arising from the use of such vehicles, with limits of liability of not less than \$2,000,000 for each occurrence, and including:
    - (i) standard owner's form automobile policy providing third party liability and accident benefits insurance;
    - (ii) coverage of licensed vehicles owned or operated by or on behalf of the Township; and
    - (ii) standard non-owned automobile form policy including contractual liability endorsement.
- (2) The Township shall ensure that the foregoing insurance names "The Corporation of the City of Guelph" as additional insured and is endorsed to provide the City with not less than thirty (30) days' Notice, in advance, of any cancellation, change or amendment of the Township's insurance coverage.

- (3) The Township shall ensure that the foregoing insurance, except professional liability insurance, is primary and non-contributory.

### **13. Limitation of Liability and Relationship Between Parties**

- (1) The City shall not be liable to the Township or any other Person for any liability, claim, damage, costs, suit or action in respect of any property damage or personal injury, including death, howsoever caused, relating in any way whatsoever to the provision of or failure to provide By-Law Compliance Services by the City or any of its Representatives, or arising directly or indirectly from this Agreement, except where any property damage or personal injury, including death, is due solely to the gross negligence of the City or any of its Representatives, and the Township hereby releases the City and its Representatives accordingly.
- (2) The Township and the City are independent contracting parties of each other. Neither Party shall, except as the other Party may specifically authorize in writing, enter into any contracts or commitments in the name of or on behalf of the other Party, or bind the other party in any respect whatsoever. Neither Party is a partner, joint venturer, agent or employee of the other Party.

### PART VI – RIGHT OF ACCESS

#### **14. Right of Access**

- (1) Representatives of the City may at any time enter upon the lands of the Township for the purpose of providing any of the Services required in accordance with this Agreement as set out in Section 3 and ensuring compliance with this Agreement.

### PART VII – GENERAL

#### **15. Waiver**

- (1) A Party may by Notice waive any of its rights, powers or remedies under this Agreement.
- (2) The failure of either Party to exercise any of its rights, powers or remedies under this Agreement or its delay in doing so, does not constitute a waiver of any rights, powers or remedies. A single or partial exercise of a right, power or remedy does not prevent its subsequent exercise or the subsequent exercise of any other right, power or remedy.

#### **16. Interpretation**

- (1) This Agreement is to be construed with all changes in number and gender as may be required by the context.

- (2) The division of this Agreement into sections, subsections and clauses is for convenience of reference only and does not affect the interpretation.
- (3) The obligations of the Parties contained in this Agreement have, where applicable, the status of representations, warranties and covenants by the respective obligated Party.
- (4) This Agreement is to be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
- (5) Any reference in this Agreement to legislation, policies or rules is to such legislation, policies or rules as amended, extended, re-enacted or replaced.
- (6) The Parties consent and agree to the use of electronic signature pursuant to the *Electronic Commerce Act, 2000*, S.O. 2000, c. 17, as amended, with respect to this Agreement and any other documents contemplated in it. This Agreement may be executed by e-mailed PDF documents and the Parties may sign this Agreement in counterparts with the same effect as if the parties had signed the same document. Any counterparts are to be construed together and will constitute one and the same original document.
- (7) All provisions of this Agreement are severable, and if any provision is declared invalid, void or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement remain in full force and effect.

#### **17. Entire Agreement**

- (1) This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior commitment, representation, warranty, arrangement, understanding or agreement, written or oral, collateral or other, with respect to the subject matter hereof, existing between the Parties at the Effective Date of this Agreement. No change or modification of this Agreement is valid unless it is in writing and signed by each Party.

#### **18. Failure to Perform Obligations**

- (1) Neither Party to this Agreement shall be liable for damages caused by the delay or failure to perform its obligations under this Agreement where such delay or failure is caused by an event beyond its reasonable control.

**19. Force Majeure**

- (1) The Parties agree that an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in this Agreement would have put in place contingency plans to either materially mitigate or negate the effects of such event. If a Party seeks to excuse itself from its obligations under this Agreement due to a Force Majeure Event, that Party shall immediately notify the other Party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance. If the anticipated or actual delay or non-performance exceeds fifteen (15) Business Days, the other Party may immediately terminate this Agreement by giving notice of termination, and such termination shall be in addition to the other rights and remedies of the terminating Party under this Agreement, at law or in equity.

**20. Cumulative Remedies**

- (1) All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that might now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties, or otherwise.

**21. No Contra Proferentem**

- (1) This Agreement has been reviewed by each Party's professional advisors and each Party acknowledges that this Agreement expresses their agreement. If there is any ambiguity in any of the provisions of this Agreement, no rule or interpretation favouring one Party over another based on authorship will apply.

**22. Survival**

- (1) The rights and obligations of the Parties set forth in sections 2(3), 2(5), 2(6), 4(2), 6(2), 6(4), 9, 11, 12, 13, 14, 22 and 26, and any obligations of the Parties in this Agreement, which, by its nature survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

**23. Further Assurances**

- (1) Each Party will, at that Party's own expense, do or cause to be done all such acts, and shall execute and deliver such other agreements, certificate, instruments and



documents, as the other Party may reasonably require in order to carry out the intent of this Agreement.

#### 24. **Assignment**

- (1) The Township shall not assign this Agreement or any of the rights, benefits or obligations under this Agreement.

#### 25. **Dispute Resolution**

- (1) The Parties shall resolve any dispute, controversy, disagreement, or claim arising out of, relating to or in connection with this Agreement (each, a “**Dispute**”), through the procedures set forth below. These procedures shall be the exclusive mechanism for resolving any Dispute that may arise from time to time.
- (2) The Parties must first attempt in good faith to resolve any Dispute by negotiation and consultation between themselves. In the event that such Dispute is not resolved on an informal basis within six (6) Business Days, either Party, may by written notice to the other Party, refer such Dispute to mediation as set forth below.
- (3) Following written notice either Party may submit the Dispute to a mediation service for mediation. The Parties shall cooperate with the mediation service and with one another in selecting a neutral mediator and in scheduling the mediation process. The Parties agree that the mediator’s fees and expenses and the costs incidental to the mediation shall be shared equally between the Parties. The place of mediation shall be within one hundred (100) kilometers of Guelph, Ontario.
- (4) If the Parties cannot resolve for any reason, including, but not limited to, the failure of either Party to agree to enter into mediation or agree to any settlement proposed by the mediator, either party may commence binding arbitration in accordance with the *Arbitration Act*, which arbitration shall be conducted by a single arbitrator.

#### 26. **No Exclusivity.**

- (1) The Parties acknowledge and agree that this Agreement is non-exclusive and that each Party will be free, during and after the Term to engage or contract with third parties for the provision of services similar to the Services.

#### 27. **Communication with the Media.**

- (1) A Party shall not, without the prior written consent of the other Party, which

consent may be withheld, make or publish any remark, comment, or statement, whether written or verbal regarding this Agreement or the Services, including on any business or personal social media account or in respect to public or media inquiries.

**28. Commencement of Agreement.**

(1) This Agreement shall commence on the Effective Date notwithstanding each Party's signature date.

Each Party is signing this Agreement on the date stated opposite that Party's signature.

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

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Name:  
Title: Mayor

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Name:  
Title: Clerk

I/We have authority to bind the corporation.  
The Township's Council has endorsed this Agreement.

**THE CORPORATION OF THE CITY OF GUELPH**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Name: Colleen Clack-Bush  
Title: Deputy CAO, Public Services

I have authority to bind the corporation.

**Schedule "A"**  
**"By-Law Compliance Services"**

1. Subject to the restrictions set out in this Agreement, for purposes of this Agreement, **"By-Law Compliance Services"** means all administration and related customer service required regarding complaints, enforcement, and hearings regarding enforcement of the Township By-Laws as follows:

- (a) Respond to public routine and non-routine questions and inquiries pertaining to enforcement of the Township By-Laws;
- (b) Accept and review written Township By-Law complaints:
  - (i) directly from the Township; and/or
  - (ii) directly from the public through the Township Website Page that Links the public to the City's Website Page.
- (c) Enforce the Township By-laws during Business Days from 8:30 a.m. to 4:30 p.m. which includes:
  - (i) respond to written complaints regarding reported Township By-Law infractions and public inquiries on Township By-Law information;
  - (ii) investigate complaints in respect of the alleged Township By-Law infractions and to enforce the Township By-law which investigations may include but are not limited to conducting ongoing surveillance, mediation, penalty, and if necessary, legal action;
  - (iii) send notices and follow up regarding Township By-Law non-compliance;
  - (iv) issue Part 1 and Part II tickets under the Provincial Offences Act as required;
  - (v) administration of Part III tickets under the *Provincial Offences Act*;
  - (vi) prepare status reports as requested to the Township for the Township Councils' information;
  - (vii) maintain a database of all Township By-Law enforcement related incidents responded to;

- (viii) gather evidence and interview witnesses, prepare compliance notices and make every effort to obtain Township By-Law compliance.
  - (i) prepare summonses, court briefs, meet with Township's legal counsel or Court Officials, as required, for the purpose and formal filing of any and all charges directed to the courts for adjudication and represent the Township in court proceedings under the general direction of the Township's municipal solicitor.
  - (j) on determination of an offence occurrence and in consultation with the Chief Building Official, issue such warning, Notice of Infraction or Contravention, or file such charges as deemed appropriate under the circumstances.
  - (k) work in co-operation with any other appropriate law enforcement agencies where required or where circumstances may dictate or warrant.
  - (l) report to the Chief Building Official as soon as practically possible, the result of any investigation made in response to a compliant.
  - (m) maintain and keep such time and mileage records required for the purpose of compensation for services rendered.
  - (n) close the matter when Township By-Law infraction is remedied, when a written compliant is unsubstantiated, or if a written complaint is outside the scope of the City's By-Law Compliance Services.
- (d) Respond to minimum enforcement of Township By-Law emergencies including but not limited to immediate risk to public health and safety as a result of an alleged violation of the Township By-Laws outside of the Business Days and hours set out in section 1(c) above.
- (e) Co-ordination of the provision of By-Law Compliance Services to be provided within the Township shall be the responsibility of the City which includes all resident inquiries, compliance, and complaint resolutions subject to the provisions set out in this Agreement. The Township agrees to expend all reasonable efforts in supporting this co-ordinated function.

**Schedule "B"**  
**"Township By-laws"**

1. By-law number **45-08** a by-law to require the owners of privately owned swimming pools to erect and maintain swimming pools, enclosures, including fences and gates around such swimming pools, as amended or replaced from time to time.
2. By-law number **085-22** being a by-law to establish business licensing regulations related to business licensing in the Township of Wellington North, as amended or replaced from time to time.
3. By-law number **047-18** a by-law prescribing standards for the maintenance and occupancy of property and to repeal by-law 086-16, as amended or replaced from time to time.
4. By-law number **052-19** being a bylaw to regulate the maintenance of land in the Township of Wellington North, as amended or replaced from time to time.
5. By-law number **66-01** zoning by-law for the Corporation of the Township of Wellington North, as amended or replaced from time to time.

(collectively "**Township By-Laws**" and individually "**Township By-Law**")

**Schedule “C”  
“Fee-for-Service”**

**Township By-laws Enforcement Services Fee calculation**

1. **General Principle** – the Township agrees to compensate the City for the costs incurred by the City to provide the By-Law Compliance Services under this Agreement. The principal amount will include, but not be limited to the following expense categories:
  - i) By-Law Compliance Officer salary and benefits
  - ii) By-Law Compliance Officer travel time – Guelph/Wellington North
  - iii) City of Guelph – telecommunication expense
  - iv) City of Guelph – office and equipment supplies
  - v) City of Guelph – uniform expenses
  - vi) City of Guelph – Fuel and Maintenance of Vehicle

**2024 Rate:** \$114.73 per hour excluding taxes (“Rate”)

2. The Parties understand and agree that for each year that this Agreement is in effect, the Rate shall increase by the percentage year-to-year increase in the Consumer Price Index, determined as of October in the previous year: <http://www.statcan.gc.ca/tables-tableaux/sum-som/l01/cst01/cpis01g-eng.htm>.
3. The Manager shall prepare a statement of the calls or written requests related to the Townships By-Laws, time spent for By-Law Compliance Services and the fees for service on a bi-monthly basis. The statement shall be forwarded to the Township’s Chief Building Official and the Clerk.
4. For greater certainty, in addition to the costs set out in Section 1 above, the Township shall pay the City for any training specific to the Township’s needs that the parties, acting reasonably, agree is required for By-Law Compliance Officer(s) who provide By-Law Compliance Services to the Township.
5. The City shall be entitled to charge an over-time cost where the By-Law Compliance Officers’ hours exceed a twelve (12) hour shift.

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

**BY-LAW NUMBER 116-2023**

**BEING A BY-LAW TO PROVIDE FOR AN INTERIM TAX LEVY ON  
ALL ASSESSMENT WITHIN SPECIFIC TAX CLASSES AND TO  
PROVIDE A PENALTY AND INTEREST RATE FOR CURRENT  
TAXES IN DEFAULT AND TAX ARREARS**

**AUTHORITY:** Municipal Act, 2001, S.O. 2001, Chapter 25, as amended,  
Sections 317, 345, 346 and 347.

**WHEREAS** Section 317 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, provides that the Council of a local municipality may, before the adoption of the estimates for the year pass a by-law levying amounts on the assessment of property in the local municipality rateable for local municipality purposes, including pipeline, conservation lands, managed forest, residential/farm, farmland, commercial, industrial and multi-residential assessments in the local municipality;

**AND WHEREAS** Section 317 of the Municipal Act, 2001, S.O. 2001, c.25, provides that the amount levied on a property shall not exceed 50 per cent of the total amount of taxes for municipal and school purposes levied on the property for the previous year.

**AND WHEREAS** Section 346 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, provides that the Council may require the payment of taxes to be made into the office of the Treasurer by any day or days to be named herein, in bulk or by installments;

**AND WHEREAS** Section 345 of the Municipal Act, 2001 S.O. 2001, c.25, as amended, provides that the Council of a local municipality may impose late payment charges for the non-payment of taxes or any installment by the due date, a percentage charge, not to exceed 1 1/4 per cent of the amount of taxes due and unpaid, may be imposed as a penalty for the non-payment of taxes on the first day of default the non-payment of taxes in the manner specified in the by-law but interest may not start to accrue before the first day of default. and on the first day of each calendar month thereafter in which default continues, but not after the end of the year in which the taxes are levied;

**AND WHEREAS** Section 347 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, provides that the Council of any municipality may authorize the Treasurer to accept part payment on account of taxes due and to give a receipt for such part payment, provided that acceptance of any such part payment does not affect the collection of any percentage charge imposed and collectable under Subsection (3) in respect of non-payment of any taxes or any class of taxes or of any installment thereof;

**AND WHEREAS** Section 345 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, provides that the Council of a local municipality may require that the Treasurer, add to the amount of all taxes due and unpaid, interest at such rate not exceeding 15 per cent per annum as the Council determines, from the 31<sup>st</sup> day of December in the year in which the taxes were levied until the taxes are paid;

**NOW THEREFORE** the Council of the Corporation of the Township of Wellington North (hereinafter called the Corporation) hereby enacts as follows:

1. **THAT** for the year 2024, 50 per cent of the total amount of taxes for the previous year shall be levied, raised and collected on all real property taxable within the pipeline, conservation lands, managed forest, residential/farm, farmland, commercial, industrial and multi-residential classes, and liable to pay the same according to the last revised assessment roll:
2. **THAT** the said interim tax levy shall be due and payable in two installments at the Township of Wellington North Municipal Office and most chartered banks and financial institutions as designated by the Municipality, on or before the following dates:

i.	First Installment	February 23, 2024
ii.	Second Installment	April 26, 2024
3. **THAT** the Treasurer mail or cause same to be sent by first class mail to the residence or place of business of such person indicated on the last revised assessment roll, a written or printed notice specifying the amount of taxes payable, due dates and penalty and interest rates to be applied upon default.
4. **THAT** failure to receive the aforesaid notice in advance of the date for payment of the interim levy or any installment does not affect the timing of default or the date from which penalty shall be imposed.



5. **THAT** penalty of 1.25 per cent will be added to current taxes with installment due dates which are in default, in accordance with Section 2 of this By-law, as of the 1<sup>st</sup> day of March, 2024 and the 1<sup>st</sup> day of May, 2024 respectively to each installment due date, and thereafter a further penalty of 1.25 per cent will be added on the 1<sup>st</sup> day of each month and every month the default continues until December 31<sup>st</sup>, 2024.
6. **THAT** interest of 1.25 per cent on the amount of any taxes due and unpaid after December 31, 2024, shall be charged on the 1<sup>st</sup> day of each calendar month thereafter in which the default continues.
7. **THAT** the Treasurer be authorized to accept partial payment for taxes, from time to time, as long as it does not affect the collection of taxes registered for tax collection.
8. **THAT** the Treasurer be required to apply all payments received to the outstanding penalty and/or interest on the taxes that have been in arrears for the greatest period of time.
9. **THAT** the taxes shall be payable at par at the Corporation of the Township of Wellington North Municipal Office, or by mail to the Municipal mailing address, or through the telephone banking systems of most chartered banks and financial institutions, or over the counter at most chartered banks and financial institutions.
10. **THAT** this by-law shall be deemed to come into force and effect on January 1, 2024 and shall apply to all tax classes.
11. **THAT** in the event that any provision or section of this by-law is found by a court of competent jurisdiction to be ultra vires the posers of the Council of the Corporation, only such provision or section, as the case may be, shall be inoperative and all other provisions and sections of this by-law shall remain in full force and effect.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS  
11TH DAY OF DECEMBER, 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 117-2023**

**BEING A BY-LAW TO AUTHORIZE TEMPORARY BORROWING  
FROM TIME TO TIME TO MEET CURRENT EXPENDITURES  
DURING THE FISCAL YEAR ENDING DECEMBER 31, 2024.**

**AUTHORITY:** Municipal Act, 2001, S.O. 2001, Chapter 25, as amended, Section 407.

**WHEREAS** the Municipal Act, 2001, S.O. 2001 Chapter 25, Section 407, provides authority for a council by by-law to authorize the head of council and the treasurer to borrow from time to time, by way of promissory note or banker's acceptance, such sums as the council considers necessary to meet, until taxes are collected and other revenues received, the current expenditures of the corporation for the year; and

**WHEREAS** the total amount which may be borrowed from all sources at any one time to meet the current expenditures of the Corporation, except with the approval of the Municipal board, is limited by Section 407 of the Municipal Act, 2001.

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

1. The Head of Council and the Treasurer are hereby authorized to borrow from time to time by way of promissory note or banker's acceptance during the year 2024 (hereinafter referred to as the current year) such sums as may be necessary to meet, until the taxes are collected and other revenues received, the current expenditures of the Corporation and the other amounts that are set out in subsection 407(1) of the Municipal Act, 2001.
2. The lender(s) from whom amounts may be borrowed under authority of this by-law shall be Royal Bank of Canada and such other lender(s) as may be determined from time to time by resolution of council.
3. The total amount which may be borrowed at any one time under this by-law, together with the total of any similar borrowings that have not been repaid, shall not exceed from January 1 to September 30 of the current year, 50 percent of the total and from October 1 to December 31 of the current year, 25 percent of the total of the estimated revenues of the Corporation as set forth in the estimates adopted for the current year or \$1,000,000.00 whichever is less.

4. The Treasurer shall, at the time when any amount is borrowed under this by-law, ensure that the lender is or has been furnished with a certified copy of this by-law (a certified copy of the resolution mentioned in section 2 determining the lender,) if applicable, and a statement showing the nature and amount of the estimated revenues for the current year and also showing the total of any other amounts borrowed from any and all sources under authority of section 407 of the Municipal Act, 2001 that have not been repaid.
  - a) If the estimates for the current year have not been adopted at the time an amount is borrowed under this by-law, the limitation on total borrowing, as set out in section 3 of this by-law shall be calculated for the time being upon the estimated revenues of the Corporation as set forth in the estimates adopted for the next preceding year.
  - b) If the estimates for the current year have not been adopted at the time an amount is borrowed under this by-law, the statement furnished under section 4 shall show the nature and amount of the estimates revenues of the corporation as set forth in the estimates adopted for the current preceding year and the nature and amount of the revenues received for and on account of the current year.
5. All or any sums borrowed under this by-law shall, with interest thereon, be a charge upon the whole of the revenues of the Corporation for the current year and for any preceding years as and when such revenues are received; provided that such charge does not defeat or affect and is subject to any prior charge then subsisting in favour of any other lender.
6. The Treasurer is hereby authorized and directed to apply in payment of all or any sums borrowed under this by-law together with interest thereon, all or any of the moneys hereafter collected or received, either on account of or realized in respect of the taxes levied for the current year and preceding years or from any other source, which may lawfully be applied for such purpose.

By-law No. 117 -2023  
Page 3 of 3

7. Promissory Notes or bankers acceptances made under section 1 shall be signed by the treasurer and the head of council or by such other person as is authorized by by-law to sign it.

***READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
THIS 11th DAY OF DECEMBER, 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 118-2023

### BEING A BY-LAW TO AMEND ZONING BY-LAW NUMBER 66-01 BEING THE 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 Section 34 & 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 the lands described as All of Lots A, 9-11 on Judge Macdonald's Svy, All of Lots 22-33, Lots 35-55, Lots 71-81, and Lots 85-109 on Chadwick and Andersons Svy, Part of Lots 19, 21, 34, 69, 70 and 84 on Chadwick and Anderson Svy, Part of Lot 1, Concession 2 (West Luther), with a civic address of 210 Gordon Street, Arthur, as shown on Schedule "A" attached to and forming part of this By-law from:
  - **Future Development (FD) to Low Density Residential Site Specific with a Holding (R1C-39 (H));**
  - **High Density Residential (R3) to Low Density Residential Site Specific with a Holding (R1C-39 (H));**
  - **Industrial Site Specific (M1-2) to Low Density Residential Site Specific with a Holding (R1C-39(H))**
  - **Future Development (FD) to High Density Residential Site Specific with a Holding (R3-40(H)); and**
  - **Industrial Site Specific (M1-2) to Industrial Site Specific with a Holding (M1-41 (H))**
  
2. THAT Section 31, Arthur exception zone, is hereby amended by adding the following new exceptions:

<b>31.39</b> 210 Gordon Street	<b>R1C-39</b>	Notwithstanding the regulations of the R1C zone, the lands zoned R1C-39 may only be used for a Land Lease Community containing 51 single detached units, in conjunction with the lands zoned R3-40 and M1-41, subject to the following: a) Permitted uses: <ul style="list-style-type: none"> <li>• Land Lease Community Home Site</li> <li>• Land Lease Community Home on a Land Lease</li> </ul>
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		<p>Community Home Site</p> <ul style="list-style-type: none"> <li>• Common Amenity Area</li> <li>• Common Amenity Building</li> <li>• Accessory uses, buildings and structures to the Land Lease Community and to a Land Lease Community Home.</li> </ul> <p>b) Regulations for the Land Lease Community:</p> <ul style="list-style-type: none"> <li>• The minimum lot area shall be 2.5 ha (6.2 ac);</li> <li>• The minimum lot frontage shall be 18 m (59.0 ft).</li> </ul> <p>c) Regulations for Land Lease Community Home Sites: Each Land Lease Community Home Site shall conform to the following:</p> <ul style="list-style-type: none"> <li>• The minimum site frontage shall be 12 m (39.4 ft) on a private street;</li> <li>• The minimum site area shall be 300 m<sup>2</sup> (3229.2 ft<sup>2</sup>).</li> </ul> <p>For the purposes of these regulations, “site frontage” means the horizontal distance between the side boundaries of the Land Lease Community Home Site measured along the boundary of the Land Lease Community Home Site that abuts the internal street providing access to the Land Lease Community Home Site, but where this boundary is not a straight line or where the side boundaries are not parallel, the site frontage is to be measured by a line 6.0 metres (19.7 ft) back from and parallel to the chord of the site frontage, and for the purpose of this paragraph the chord of the site frontage is a straight line joining the two points where the side boundaries intersect the boundary of the Land Lease Community Home Site that abuts the internal street providing access to the Land Lease Community Home Site. “Site area” means the horizontal area within the boundaries of a Land Lease Community Home Site.</p> <p>d) Each Land Lease Community Home shall be located on a Land Lease Community Home Site and shall comply with the following setbacks:</p> <ul style="list-style-type: none"> <li>• 1.2 m (3.9 ft) to any limit of a Land Lease Community Home Site;</li> <li>• 3.0 m (9.8 ft) to the limit of any internal road in the Land Lease Community;</li> <li>• 6.0 m (19.7ft) to any boundary of the Land Lease Community; and</li> <li>• 7.0 m (23 ft) to the limit of a public street.</li> </ul>
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	<p>e) Each Common Amenity Building shall comply with the following setbacks:</p> <ul style="list-style-type: none"> <li>• 1.5 m (4.9 ft) to any limit of a Land Lease Community Home Site;</li> <li>• 3.0 m (9.8 ft) to the limit of any internal road in the Land Lease Community;</li> <li>• 6.0 m (19.7 ft) to any boundary of the Land Lease Community; and,</li> <li>• 7.0 m (23 ft) to the limit of a public street or road allowance.</li> </ul> <p>f) The Land Lease Community shall be connected to both a municipal water distribution system and sewage collection and treatment system.</p> <p>h) A minimum of one off-street parking space shall be provided for each Land Lease Community Home Site and shall be in accordance with Section 6.27.</p> <p>For the purposes of the R1C-39 zone:  <b>Land Lease Community</b> is defined as: an area of land for the purpose of locating Land Lease Community Home Sites and related parking areas, driveways, common amenity buildings and accessory uses, building and structures.  <b>Common Amenity Building</b> is defined as: a building that contains amenity uses which is available for the use and enjoyment of the residents and guests of a residential development in common. A common amenity building does not include a Banquet Hall.</p> <p><u>Holding (H) Provision</u>  Notwithstanding any other provisions of this by-law, permitted uses and buildings are limited to those legally existing as of the date of the passing of this amendment until the Holding (H) Provision is removed by Council. The Holding provision may be removed when Council is satisfied that the following matters have been addressed:</p> <ol style="list-style-type: none"> <li>i. Municipal water and sewage servicing including sufficient reserve capacity is or will be made available to the land;</li> <li>ii. Stormwater management has been adequately addressed;</li> <li>iii. Site plan approval has been obtained and a site plan agreement has been executed.</li> </ol>
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<p><b>31.40</b> 210 Gordon Street</p>	<p><b>R3-40</b></p>	<p>Notwithstanding the regulation of the R3 zone, the land zoned R3-40 may only be used for a Land Lease Community, in conjunction with the lands zoned R1C-39 and M1-40, subject to the following:</p> <p>a) Permitted uses:</p> <ul style="list-style-type: none"> <li>• Land Lease Community Home Site</li> <li>• Cluster Townhouses on a Land Lease Community Home Site</li> </ul> <p>b) Regulations for the Land Lease Community:</p> <ul style="list-style-type: none"> <li>• The minimum lot area shall be 2.5 ha (6.2 ac);</li> <li>• The minimum lot frontage shall be 18 m (59.0 ft).</li> </ul> <p>c) Regulations for the Land Lease Community Home Site:</p> <ul style="list-style-type: none"> <li>• The minimum site area shall be 0.4 ha (1 ac);</li> <li>• The maximum number of cluster townhouse units is 12.</li> </ul> <p>d) Regulations for the Cluster Townhouse: Cluster Townhouses shall be located on a Land Lease Community Home Site, which shall conform to the following:</p> <ul style="list-style-type: none"> <li>• The minimum site area shall be 180 m<sup>2</sup> (1,937.5 sq. ft.) per unit;</li> <li>• The maximum number of units is 12;</li> <li>• The maximum number of attached units in a row is 4.</li> </ul> <p>For the purposes of these regulations, “site area” means the horizontal area within the boundaries of a Land Lease Community Home Site upon which the Cluster Townhouse or Cluster Townhouse unit is located.</p> <p>e) Cluster Townhouses shall comply with the following setbacks:</p> <ul style="list-style-type: none"> <li>• 2.5 m (8.2 ft) to any limit of a Land Lease Community Home Site if the Cluster Townhouse unit is an end unit unit; 3.0 m (9.8 ft) to the limit of any internal road in the Land Lease Community;</li> <li>• 6.0 m (19.7ft) to any boundary of the Land Lease Community; and</li> <li>• 7.0 m (24.9 ft) to the limit of a public street or road allowance.</li> </ul> <p>f) The Land Lease Community shall be connected to both a municipal water distribution system and sewage collection and treatment system.</p>
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		<p>g) A minimum of one off-street parking space shall be provided for each Cluster Townhouse unit and shall be in accordance with Section 6.27.</p> <p>For the purposed of the R3-40 zone:  <b>Land Lease Community</b> is defined as: an area of land for the purpose of locating Land Lease Community Home Sites and related parking areas, driveways, common amenity buildings and accessory uses, building and structures.</p> <p><u>Holding (H) Provision</u>  Notwithstanding any other provisions of this by-law, permitted uses and buildings are limited to those legally existing as of the date of the passing of this amendment until the Holding (H) Provision is removed by Council. The Holding provision may be removed when Council is satisfied that the following matters have been addressed:</p> <ol style="list-style-type: none"> <li>i. Municipal water and sewage servicing including sufficient reserve capacity is or will be made available to the land;</li> <li>ii. Stormwater management has been adequately addressed;</li> <li>iii. Site plan approval has been obtained and a site plan agreement has been executed.</li> </ol>
<p><b>31.41</b> 210 Gordon Street</p>	<p><b>M1-41</b></p>	<p>Notwithstanding any other provisions to the contrary, the land zoned M1-41 may only be used for the Arthur sanitary sewage lagoons associated buffer areas and the following accessory uses to the Land Lease Community permitted within the R1C-39 and R3-40 zones on the property:</p> <p>a) Permitted Uses</p> <ul style="list-style-type: none"> <li>• An outdoor storage area for boats, RVs, trailers, etc. for only residents of the Land Lease Community in accordance with section 6.26;</li> <li>• Indoor mini-storage to be leased on a short-term basis to only residents of the Land Lease Community;</li> <li>• Community gardens and amenity area for the Land Lease Community on the property;</li> <li>• Greenhouse;</li> <li>• Solar panels;</li> <li>• Stormwater management pond.</li> </ul> <p>b) Regulations for the above accessory uses:</p> <ul style="list-style-type: none"> <li>• Minimum interior side yard setback of 15 m (49.2 ft)</li> <li>• Minimum rear yard setback of 15 m (49.2 ft)</li> </ul>

		<p><u>Holding (H) Provision</u> Notwithstanding any other provisions of this By-law, permitted uses and buildings are limited to those legally existing as of the date of the passing of this amendment until the Holding (H) Provision is removed by Council. The Holding provision may be removed when Council is satisfied that the following matters have been addressed:</p> <ul style="list-style-type: none"> <li>i. Municipal water and sewage servicing including sufficient reserve capacity is or will be made available to the project.</li> <li>ii. Stormwater management has been adequately addressed;</li> <li>iii. Site plan approval has been obtained and a site plan agreement has been executed.</li> </ul>
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3. That except as amended by this By-law, the land as shown on the attached Schedule 'A' shall be subject to all applicable regulations of Zoning By-law 66-01, as amended.
4. THAT this By-law shall 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 11TH DAY OF DECEMBER, 2023.**

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**ANDREW LENNOX, MAYOR**

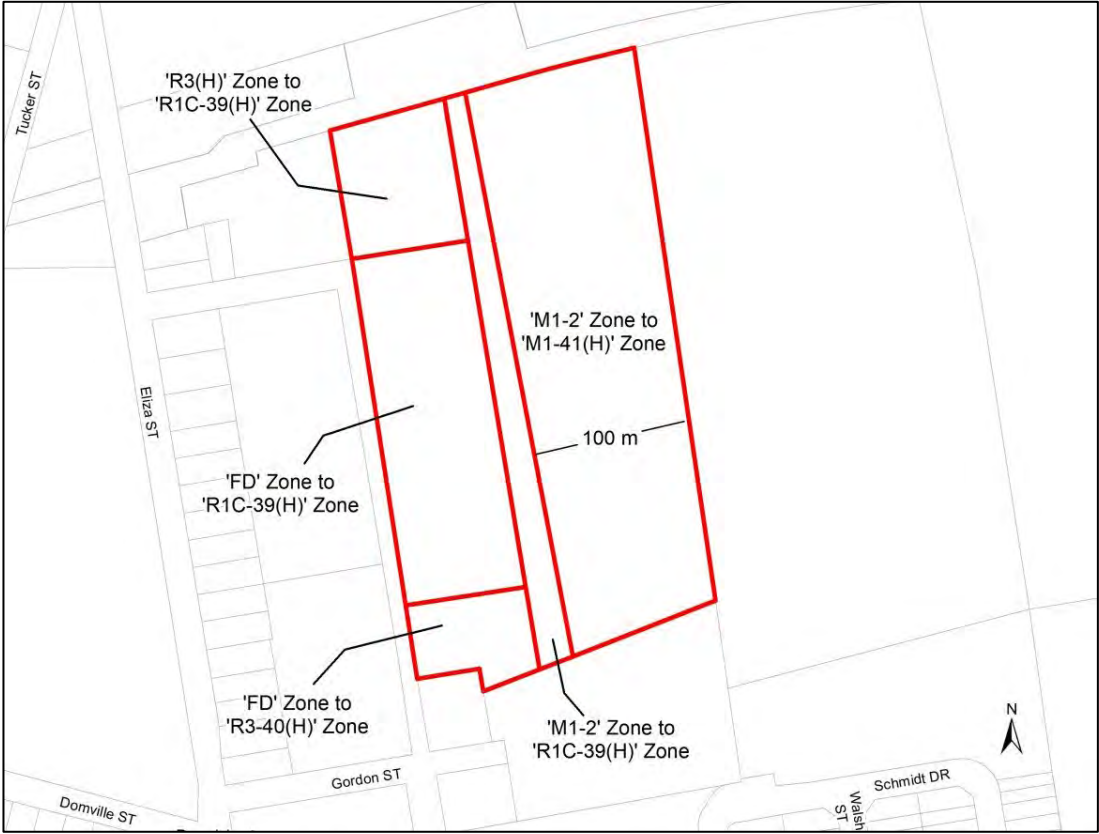
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**KARREN WALLACE, CLERK**

THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NO. 118-2023

Schedule "A"



This is Schedule "A" to By-law No. 118-2023

Passed this 11th day of December, 2023

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MAYOR

\_\_\_\_\_  
CLERK

## EXPLANATORY NOTE

### BY-LAW NUMBER 118-2023

**THE LOCATION OF THE SUBJECT LANDS** is legally described as All of Lots A, 9-11 on Judge Macdonald's Svy, All of Lots 22-33, Lots 35-55, Lots 71-81, and Lots 85-109 on Chadwick and Andersons Svy, Part of Lots 19, 21, 34, 69, 70 and 84 on Chadwick and Anderson Svy, Part of Lot 1, Concession 2 (West Luther), with a civic address of 210 Gordon Street, Arthur. The subject property is approximately 9.18 ha (22.68 ac) in size and is currently zoned Future Development (FD), Residential (R3(H)), and Industrial Site Specific (M1-2).

**THE PURPOSE AND EFFECT** of the proposed Zoning By-law amendment is to rezone the subject lands to facilitate a residential land lease community with 51 single detached dwellings, 12 townhouse units, and accessory uses including outdoor recreational vehicle storage, community gardens, recreation uses, greenhouses, solar panels and a stormwater management pond.



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

## CULTURAL MOMENT FOR DECEMBER 11TH CELEBRATES CHRISTMAS IN PIONEER CANADA

At Christmastime in pioneer Canada, the tree wasn't loaded with gifts, but those small log cabins were filled with love. Most pioneer families did not put up a Christmas tree, as log cabins were too small and most United Empire Loyalists were of English, Scottish, and Irish descent and the Christmas tree did not originate in those countries.



The Christmas tree came to Canada with settlers from Pennsylvania who were of German descent. When Queen Victoria's husband, Prince Albert, introduced the Christmas tree to England, then Canada took on the tradition.

British families had a custom of hanging greens. This was more appropriate in the cabins of Upper Canada. English greens consisted of ivy, mistletoe, and holly. These were not available during the winter months, so evergreen boughs were hung and made into garlands. They also had the Christmas tradition of the kissing ball. In Upper Canada, a garland was woven into a hanging ball that hung from the rafters. This ball took the place of the Christmas tree. Children made figures out of straw and yarn to decorate the Christmas ball and garland. Cookie dough figurines and gingerbread men were not used to decorate the tree until after 1860.



Stockings were hung on the mantle or bedposts. A gingerbread man may have been included, but it would have been molded by hand. Wooden rocking horses were often made for small children. The carver added a horsehair mane and tail; then, painted eyes and a saddle. The horse was a magnificent specimen of early Canadian handcrafts. It may look rustic, but it was made with love. Children made gifts for parents and siblings: potpourri, sachet, and pomander balls. Girls as young as five-years-old could hem by hand and knit. Candy and cookies were made. The candy (fruit juice and peppermint flavours) were shaped into sticks or balls. Wild turkey or goose was served along with mincemeat pie and plum pudding made with hand-gathered fruit.

Knox Presbyterian Church in Conn has had an annual display of Nativities and International Christmases for the past 5 years. There are 500 plus nativities, as well as over 100 angels and the Christmas traditions of international countries along with a cookie recipe. The display is held on the first weekend of December each year.



Submitted by Councillor Penny Renken, Wellington North Cultural Roundtable

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

**BY-LAW NUMBER 119-2023**

**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  
DECEMBER 11, 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 December 11, 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 11TH DAY OF DECEMBER, 2023.**

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**ANDREW LENNOX, MAYOR**

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**KARREN WALLACE, CLERK**