

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
AGENDA OF REGULAR COUNCIL MEETING – FEBRUARY 26, 2024 AT 7:00 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/86916799711>

Or join by phone:

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

Webinar ID: 869 1679 9711

PAGE #

CALLING TO ORDER

ADOPTION OF THE AGENDA

Recommendation:

THAT the Agenda for the February 26, 2024 Regular Meeting of Council be accepted and passed.

DISCLOSURE OF PECUNIARY INTEREST

O'CANADA

COUNTY COUNCIL UPDATE

Steve O'Neill, Ward 4 County Councillor

QUESTIONS ON AGENDA ITEMS (REGISTRATION REQUIRED)

ADOPTION OF MINUTES OF COUNCIL AND PUBLIC MEETING

1. Regular Meeting of Council, February 12, 2024 001

Recommendation:

THAT the minutes of the Regular Meeting of Council held on February 12, 2024 be adopted as circulated.

BUSINESS ARISING FROM PREVIOUS MEETINGS OF COUNCIL

ITEMS FOR CONSIDERATION

1. MINUTES

a. Maitland Valley Conservation Authority

- Membership Meeting #11-2023, November 15, 2023 021
- Membership Meeting #12-2023, December 20, 2023 025

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of Maitland Valley Conservation Authority Membership

Meeting #11-2023 held on November 15, 2023 and Membership Meeting #12-2023 held on December 20, 2023.

- b. Maitland Source Protection Authority, Meeting #2-23, September 20, 2023 030

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Maitland Source Protection Authority Meeting #2-23 held on September 20, 2023.

- c. Saugeen Valley Conservation Authority, Board of Directors Meeting, January 19, 2024 032

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 January 19, 2024.

- d. County of Wellington Accessibility Advisory Committee, December 7, 2023 041

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the County of Wellington Accessibility Advisory Committee meeting held on December 7, 2023.

2. COMMUNITY & ECONOMIC DEVELOPMENT

- a. Report C&ED 2024-006, Rural Economic Development (RED) Grant Application 044

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report C&ED 2024-006, Rural Economic Development (RED) Grant Application;

AND THAT Council supports the application being submitted in partnership with our local BIA's and Chambers of Commerce.

3. FINANCE

- a. Vendor Cheque Register Report, February 20, 2024 048

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the Vendor Cheque Register Report dated February 20, 2024.

4. ADMINISTRATION (CAO CLK HR)

- a. Report CAO 2024-004 Shared Fire Services Management Agreement 050

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report CAO 2024-004;

AND THAT Council endorses the continuation of the Shared Fire Services Management Agreement with the Town of Minto and expansion of the partnership to include the Township of Mapleton;

AND FURTHER THAT Council authorizes the Clerk and the Mayor to sign the By-law to enter into the partnership agreement;

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

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

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

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

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 February 26, 2024 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 014-2024 being a by-law to authorize the execution of an agreement between The Corporation of the Township of Southgate and The Corporation of the Township of Wellington North (Mount Forest and District Sports Complex) | 054 |
| b. By-law Number 015-2024 being a by-law to authorize the purchase of real property being 213 Gordon Street, formerly Village of Arthur now Township of Wellington North | 061 |
| c. By-law Number 016-2024 being a by-law to authorize the execution of an agreement for Fire Chief Services between The Corporation of the Town of Minto and The Corporation of the Township of Mapleton and The Corporation of the Township of Wellington North and repeal By-law 093-2020 | 068 |

Recommendation:

THAT By-law Number 014-2024, 015-2024 and 016-2024 be read and passed.

CONFIRMING BY-LAW

082

Recommendation:

THAT By-law Number 017-2024 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 February 26, 2024 be read and passed.

ADJOURNMENT

Recommendation:

THAT the Regular Council meeting of February 26, 2024 be adjourned at __: p.m.

MEETINGS, NOTICES, ANNOUNCEMENTS

Mount Forest Aquatics Ad-Hoc Advisory Committee	Tuesday, March 5, 2024	7:00 p.m.
International Women’s Day, Neustadt	Wednesday, March 6, 2024	6:00 p.m. to 9:00 p.m.
Arthur Community Wide Open Forum “Friends of Downtown Arthur”	Wednesday, March 6, 2024	6:00 p.m.
Regular Council	Monday, March 11, 2024	2:00 p.m.
Regular Council	Monday, March 25, 2024	7:00 p.m.

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
MINUTES OF REGULAR COUNCIL MEETING – FEBRUARY 12, 2024 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
https://www.youtube.com/watch?v=jti_wgygrUE

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

Staff Present:

Chief Administrative Officer:	Brooke Lambert
Director of Legislative Services/Clerk:	Karren Wallace
Deputy Clerk:	Catherine Conrad
Executive Assistant to CAO:	Tasha Grafos
Director of Finance:	Jerry Idialu
Human Resources Manager:	Amy Tollefson
Chief Building Official:	Darren Jones
Manager Environment & Development Services:	Corey Schmidt
Compliance Analyst:	Sara McDougall
Manager Community & Economic Development:	Mandy Jones
Economic Development Officer:	Dale Small
Recreation Service Manager:	Tom Bowden
Director of Fire Services:	Chris Harrow
Manager of Development Planning:	Curtis Marshall
Risk Management Official:	Kyle Davis

CALLING TO ORDER

Mayor Lennox called the meeting to order.

ADOPTION OF THE AGENDA

RESOLUTION: 2024-044

Moved: Councillor Hern

Seconded: Councillor Burke

THAT the Agenda for the February 12, 2024 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:

- a. Report DEV 2024-007 Consent Application B103-23, Elgin Wellington Inc., c/o Paolo Pambianchi

As her employer prepared appendices for the application.

BY-LAW

- a. By-law Number 011-2024 being a by-law to appoint an Acting Deputy Clerk for the purpose of Item 1b) HR 2024-001 CAO Remuneration on the February 12, 2024 Closed Meeting Agenda

RESOLUTION: 2024-045

Moved: Councillor Burke

Seconded: Councillor Renken

THAT By-law Number 011-2024 be read and passed.

CARRIED

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;

(d) labour relations or employee negotiations;

RESOLUTION: 2024-046

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North go into a meeting at 1:31 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;

(d) labour relations or employee negotiations;

CARRIED

1. REPORTS

- INF 2024-001 Arthur Land Purchase
- HR 2024-001 CAO Remuneration

2. REVIEW OF CLOSED SESSION MINUTES

- January 29, 2024

3. RISE AND REPORT FROM CLOSED MEETING SESSION

RESOLUTION: 2024-047

Moved: Councillor Renken

Seconded: Councillor Hern

THAT the Council of the Corporation of the Township of Wellington North rise from a closed meeting session at 1:51 p.m.

CARRIED

RESOLUTION: 2024-048

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North receive Report INF 2024-001 Arthur Land Purchase;

AND FURTHER THAT Council approve the confidential direction to staff.

CARRIED

RESOLUTION: 2024-049

Moved: Councillor Hern

Seconded: Councillor Renken

THAT the Council of the Corporation of the Township of Wellington North receive HR 2024-001 CAO Remuneration;

AND FURTHER THAT Council approve the confidential direction to staff.

CARRIED

RESOLUTION: 2024-050

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North approve the Closed Meeting Minutes of the January 29, 2024 Council Meeting.

CARRIED

O'CANADA

PRESENTATIONS

1. Report CAO 2024-003, 2023 Year in Review

CAO Brooke Lambert presented the 2023 Year In Review. The review provides the community with an overview of who is on Council, an overview of how the Township is staffed, different programs and services we provide, a Mayor's message, and highlights from all of our core service areas. This document is key to communicating with the public about how we work towards our strategic plan. We worked closely with the community to establish priorities and deliver core services.

Highlighted activities from last year included:

- Over 400 community members attended our two Volunteer and Newcomer celebrations.
- New and expanded programming with pickleball, more pool hours and spaces for Summer Day Camp, and Seniors technology Program.
- Wellington North Culture Days
- Partnered with Lynes Blacksmith Shop for a successful RED application.
- Wellington North Farmers Market 11th year.
- Attended various job fairs and recruitment activities.
- Moving forward on the Mount Forest Aquatics Centre.
- Upgrades to our recreation facilities in Mount Forest and Arthur.
- Facility repairs and upgrades as well as new equipment.

- Supporting events such as the Mount Forest Fireworks Festival, Canada Day, Louise Marshall Hospital Foundation Gala.
- Various infrastructure projects and planning

In October 2023 Council approved the 2024 Strategic Plan that included extensive consultation with Council, the community, and staff. The primary goal identified was to build a safe, sustainable, and welcoming community. Three priority areas identified were shaping and supporting sustainable growth; delivering quality, efficient community services aligned with the Township's mandate and capacity; and enhancing information sharing and participation in decision making. Some of the work already started includes work on the Growth Management Action Plan and creating a community advisory committee; fire services review; working with community partners to protect trees; and community satisfaction survey and enhancing public consultation opportunities.

RESOLUTION: 2024-051

Moved: Councillor Hern

Seconded: Councillor Renken

THAT the Council of the Corporation of the Township of Wellington North receive for information Report CAO 2024-003, 2023 Year in Review.

CARRIED

RECESS TO MOVE INTO MEETINGS UNDER THE PLANNING ACT

RESOLUTION: 2024-052

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North recess the February 12, 2024 Regular Meeting of Council at 2:12 p.m. for the purpose of holding meetings under the Planning Act.

CARRIED

COMMITTEE OF ADJUSTMENT

- A01/24, Wayne Gingrich, Minor Variance

RESUME REGULAR MEETING OF COUNCIL

RESOLUTION: 2024-053

Moved: Councillor Renken

Seconded: Councillor Hern

THAT the Council of the Corporation of the Township of Wellington North resume the February 12, 2024 Regular Meeting of Council at 2:24 p.m.

CARRIED

QUESTIONS ON AGENDA ITEMS (REGISTRATION REQUIRED)

Items for Consideration, 2. Planning, a. Report DEV 2024-007, Consent Application B103-23, Elgin Wellington Inc., c/o Paolo Pambianchi

Councillor Burke left the meeting as she had previously declared an indirect interest with the report.

Sue Doherty and Doreen Hunter, representing Robert Hunter-Bechard owner of 244 Wellington Street West, expressed concerns regarding the proposed severance application. A letter of objection that they sent to the County Land Division Committee was provided to Council's. It is their opinion the sketch included in the application shows the proposed building will be on Mr. Hunter-Bechard's driveway as well as the hedge row. They requested that Council look at the property before a decision is made and stated that the proposal is not in conformity with the desirability of the neighbourhood.

Mayor Lennox explained that Council doesn't have any decision authority and is just a commenting agency with commenting geared to ensuring services can be provided, and that the necessary conditions are added to the severance process to ensure it doesn't end up in conflict with our policies. Regarding the survey, normally a survey sketch is created by the applicant without a formal survey. Once approval is granted a formal survey will be required.

Through continued discussion the deputants were advised that locating a property boundary is outside of the jurisdiction of the municipality or the County and would be up to the two property owners to determine that as well as the fact if a new house is built on the property it would have to meet the zoning setback and be located 1.2 m from the property line.

Councillor Burke returned to the meeting.

ADOPTION OF MINUTES OF COUNCIL AND PUBLIC MEETING

1. Regular Meeting of Council, January 29, 2024
2. Public Meeting, January 29, 2024

RESOLUTION: 2024-054

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT the minutes of the Regular Meeting of Council and the Public Meeting held on January 29, 2024 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, 3a, 3b, 4b, 5a

ADOPTION OF ALL ITEMS NOT REQUIRING SEPARATE DISCUSSION

RESOLUTION: 2024-055

Moved: Councillor McCabe

Seconded: Councillor Renken

THAT all items listed under Items for Consideration on the February 12, 2024 Council agenda, with the exception of those items identified for separate discussion, be approved and the recommendations therein be adopted:

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Arthur Chamber of Commerce Directors Meeting held on January 10, 2024.

THAT the Council of the Corporation of the Township of Wellington North receive the Grand River Conservation Authority Summary of the General Membership Meeting held on January 26, 2024.

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Mount Forest Aquatics Ad-Hoc Advisory Committee meeting held on January 30, 2024.

THAT the Council of the Corporation of the Township of Wellington North receive the Vendor Cheque Register Report dated February 6, 2024.

THAT the Council of the Corporation of the Township of Wellington North receive Report ENV 2024-001 being a report on the Township's 2023 Drinking Water Systems Annual & Summary Report;

AND FURTHER THAT Council directs staff to submit the report to the applicable agencies and make the report available to the public.

THAT the Council of the Corporation of the Township of Wellington North receive Report CLK 2024-005 Traffic Calming intersection Durham and Normanby Streets; AND THAT Council authorize the installation of regulatory signs on Durham Street east and west at the intersection of Durham and Normanby to create an all-way stop intersection;

AND FURTHER THAT Council authorize the Mayor and Clerk to sign the by-law to amend By-law 130-2022 being a by-law to regulate traffic.

THAT the Council of the Corporation of the Township of Wellington North receive for information Report JHSC 2024-001 being the Joint Health and Safety Committee 2023 Annual Report.

THAT the Council of the Corporation of the Township of Wellington North receive the email correspondence, dated January 26, 2024, from Eowyn Spencer, Executive Assistant, Grand River Conservation Authority regarding Submission of Grand River CA Confirmation of Completion of Transition Period, and Final Inventory of Programs & Services – O.Reg 687/21 under the Conservation Authorities Act.

THAT the Council of the Corporation of the Township of Wellington North receive The Corporation of the County of Wellington Notice of Adoption with respect to an Official Plan Amendment to the County of Wellington Official Plan, Section 22 of the Planning Act Re: OPA #124, Pt Park Lot 4 RP 61R-6919 Part 1; 440 Wellington Street East, Mount Forest.

THAT the Council of the Corporation of the Township of Wellington North receive the Township of Wellington North Notice of 2024 Sanitary Allocation Applications, dated February 6, 2024.

CARRIED

CONSIDERATION OF ITEMS FOR SEPARATE DISCUSSION AND ADOPTION

Councillor Burke left the meeting as she had previously declared an indirect interest with Report DEV 2024-007, Consent Application B103-23, Elgin Wellington Inc.

RESOLUTION: 2024-056

Moved: Councillor McCabe

Seconded: Councillor Renken

THAT the Council of the Corporation of the Township of Wellington North receive Report DEV 2024-007 Consent Application B103-23, Elgin Wellington Inc.

AND THAT Council support consent application B102-23 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 \$250.00 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 daylight triangles as described in the Municipal Servicing Standards of corner lots that are adjacent to roadways are to be deeded to the Township at the expense of the Owner;
- THAT the Owner confirms location of the existing water service and sanitary sewer service by utility locates including field line painting and electronic copy on private property for the retained lot to ensure it is entirely within the retained lands;
- THAT the Owner provide a CCTV of the existing sanitary sewer service for 234 Wellington Street West from house foundation to sanitary sewer main to confirm location, material and condition. CCTV footage to be provided to the Township for review of existing service for approval of reuse. If it is determined by the Township that the existing sanitary sewer service is not suitable for reuse a new sanitary sewer service will be installed at the Owner's expense as part of the Development Agreement;
- THAT the Owner pays the applicable fees and enters into a Development Agreement with the Township of Wellington North for the purposes of satisfying all the requirements to service the severed and/or retained lot to the satisfaction of the Township. The Owner is required to submit a Grading, Drainage, and Servicing Plan(s) prepared by a Professional Engineer of Ontario for Township of Wellington North review and approval. Plans to include design elements found in the Township's Municipal Servicing Standards including driveway entrance, full road restoration and service material and product found on Table 2, to the satisfaction of the Township. Full

engineering and construction costs for installation of services will be at the expense of the Owner;

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

CARRIED

Councillor Burke returned to the meeting.

RESOLUTION: 2024-057

Moved: Councillor Hern

Seconded: Councillor Renken

THAT the Council of the Corporation of the Township of Wellington North receive Report C&ED 2024-004, Wellington North Farmers Market 2024 Season;

AND FURTHER THAT Council approve the WNFM Roles and Responsibilities Agreement with the Victory Church and Community Centre;

AND FURTHER THAT the Economic Development Officer be authorized to sign the Agreement;

AND FURTHER THAT Council direct staff to prepare the necessary temporary road closure permit application for each Saturday from June 15th to Sept. 28th, from 8:30am to noon, for the portion of 320 King St. E. at the Fairgrounds entrance in Mount Forest.

CARRIED

RESOLUTION: 2024-058

Moved: Councillor Hern

Seconded: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North receive Report C&ED 2024-005 being a report on National Volunteer Week and the upcoming Volunteer Celebration and Newcomer Welcome;

AND THAT Council supports the Mayor's proclamation, proclaiming April 14th – 20th, 2024, as National Volunteer Week;

AND FURTHER THAT Council invites all volunteers and newcomers in our community to join us on Thursday April 18th, 2024, from 4:30pm -7:00pm at the Arthur & Area Community Centre for a Volunteer Celebration and Newcomer Welcome.

CARRIED

RESOLUTION: 2024-059

Moved: Councillor McCabe

Seconded: Councillor Renken

THAT the Council of the Corporation of the Township of Wellington North receive Report TR 2024-001 financing strategies for the Arthur Wastewater Treatment Plant – Phase 2 Upgrade;

AND THAT Council acknowledge the necessity of a blended financing approach, which may include; Own Source Funds, Grant Funding, Developer Upfront Costs, and the exploration of a Municipal Service Corporation (MSC);

AND FURTHER THAT Council direct staff to apply for grant funding through the Housing-Enabling Water Systems Fund and to explore other opportunities as appropriate;

AND FURTHER THAT Council direct staff to allocate an initial \$3,645,000 million from Own Source Funds representing 27% of the total project cost, fulfilling the application requirements of Housing-Enabling Water Systems Fund;

AND FURTHER THAT Council direct staff to return with a detailed report assessing the total accumulated funds after hearing back on the status of the Housing-Enabling Water System Fund grant application and the remaining balance required for the project, and to maintain open communication with the County of Wellington for potential loan opportunities for this balance;

AND FURTHER THAT Council direct staff to develop a framework for front-end agreements with developers for future consideration;

AND FURTHER THAT Council authorize the exploration and feasibility of establishing a Municipal Service Corporation (MSC) for this and future major capital projects.
CARRIED

RESOLUTION: 2024-060

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North receive Report INF 2024-002 Parking Control;

AND THAT Council authorize the installation of regulatory signs as required;

AND FURTHER THAT Council authorize the Mayor and Clerk to sign the by-law to amend By-law 6000-2023 being a by-law to regulate parking.

CARRIED

NOTICE OF MOTION

No notice of motion tabled.

COMMUNITY GROUP MEETING PROGRAM REPORT

Councillor Renken (Ward 1):

- Cultural Roundtable Meeting on February 15th.
- The Mount Forest BIA Winter Family Funfest is taking place February 17th.

Councillor McCabe (Ward 4):

- SVCA meeting on February 15th.
- ROMA meeting on February 16th.
- Attended a meeting at the Imagination Space on February 6, 2024 for Friends of Arthur looking at revitalization and what can be done to make downtown more viable.

BY-LAWS

- a. By-law Number 007-2024 being a by-law to amend By-law 114-2023 being a by-law to regulate traffic in the Township of Wellington North
- b. By-law Number 008-2024 being a by-law to amend By-law 134-2022 being a by-law to appoint members to the Arthur Business Improvement Area board of Directors
- c. By-law Number 009-2024 being a by-law to amend By-law 135-2022 being a by-law to appoint members to the Mount Forest Business Improvement Area Board of Directors
- d. By-law Number 010-2024 being a by-law to amend By-law Number 6000-2023, a by-law to regulate the parking or stopping of vehicles on highways, public parking lots and in some instances, private property within the Township of Wellington North
- e. By-law Number 012-2024 being a by-law to authorize a Lease Agreement for purposes of an Archives and Museum owned by the Municipality (Part Lot 13, RP 60R1348, Part 1, 102 Main Street South, (former Town of Mount Forest) – The Mount Forest Heritage Society)

RESOLUTION: 2024-061

Moved: Councillor Hern

Seconded: Councillor Renken

THAT By-law Number 007-2024, 008-2024, 009-2024, 010-2024 and 012-2024 be read and passed.

CARRIED

CULTURAL MOMENT

- Celebrating Black History Month

Every February, people across Canada participate in Black History Month events and festivities that honour the legacy of Black people in Canada and their communities. The 2024 theme for Black History Month is: “Black Excellence: A Heritage to Celebrate; a Future to Build”. This theme celebrates the rich past and present contributions and accomplishments of Black people in Canada, while aspiring to embrace new opportunities for the future. The theme aligns with the 10th year of the International Decade for People of African Descent and recognizes that people of African descent represent a distinct group whose human rights must be promoted and protected. No matter where you live, we invite all Canadians to learn more about Black Canadian communities, and how they continue to help shape Canada.

In the early 19th century, the unsettled area from Lake Huron to Waterloo County and north was known as the Queen's Bush. Over 1500 Black refugee slaves escaped the southern states and began settling in this area around the 1820's. Many settled around Glen Allen, Wellesley and Hawksville. They cleared land, built homes, churches, and schools and American missionaries came to teach and preach.

Their journey to Ontario was nothing more than a miracle. In the southern states they were hunted and as they made their way north with help from the Underground

Railway and Abolitionists there were still many in the northern states who would seem to be helpful but capitalize by turning in a runaway slave for the \$50.00 cash reward.

In the 1840's, the Queen's Bush land was ordered to be surveyed and with the immigration of many families from Europe and the UK in the 1850's, the Black families were forced to leave the land they had cleared and houses they had built in the years leading up to this. In the writings of Benjamin Drew who interviewed the Black refugees that settled near Glen Allen in Peel Township, William Jackson, a former slave quoted, "There were as many as 50 families who began to clear land for farms. They settled where they found fit with no thought of price or terms of the land. " As they cleared the property and planted crops to sell, their lack of education, reading and keeping records left them without any means to deal with the land agents when they came to collect money for the land after the survey was done.

A great many of these refugees sold what meager belongings they had and with the Garafraxa Road (Highway 6) being surveyed and built from Fergus North around this same time, 1843, there is speculation that many of these displaced Black families travelled through our township on their way to Owen Sound. They started again, often working for others to gain money, to be financially independent, to be free and to live in peace.

From the Narratives of Refugee Slaves by Benjamin Drew 1856 Wellington County Museum and Archives

Submitted by Bonny McDougall, Wellington North Cultural Roundtable

CONFIRMING BY-LAW

RESOLUTION: 2024-062

Moved: Councillor Renken

Seconded: Councillor Hern

THAT By-law Number 013-2024 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 February 12, 2024 be read and passed.

CARRIED

ADJOURNMENT

RESOLUTION: 2024-063

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT the Regular Council meeting of February 12, 2024 be adjourned at 3:25 p.m.

CARRIED

MAYOR

CLERK

Township of Wellington North

012

YEAR



REVIEW

2023

DRAFT
FIND INSIDE

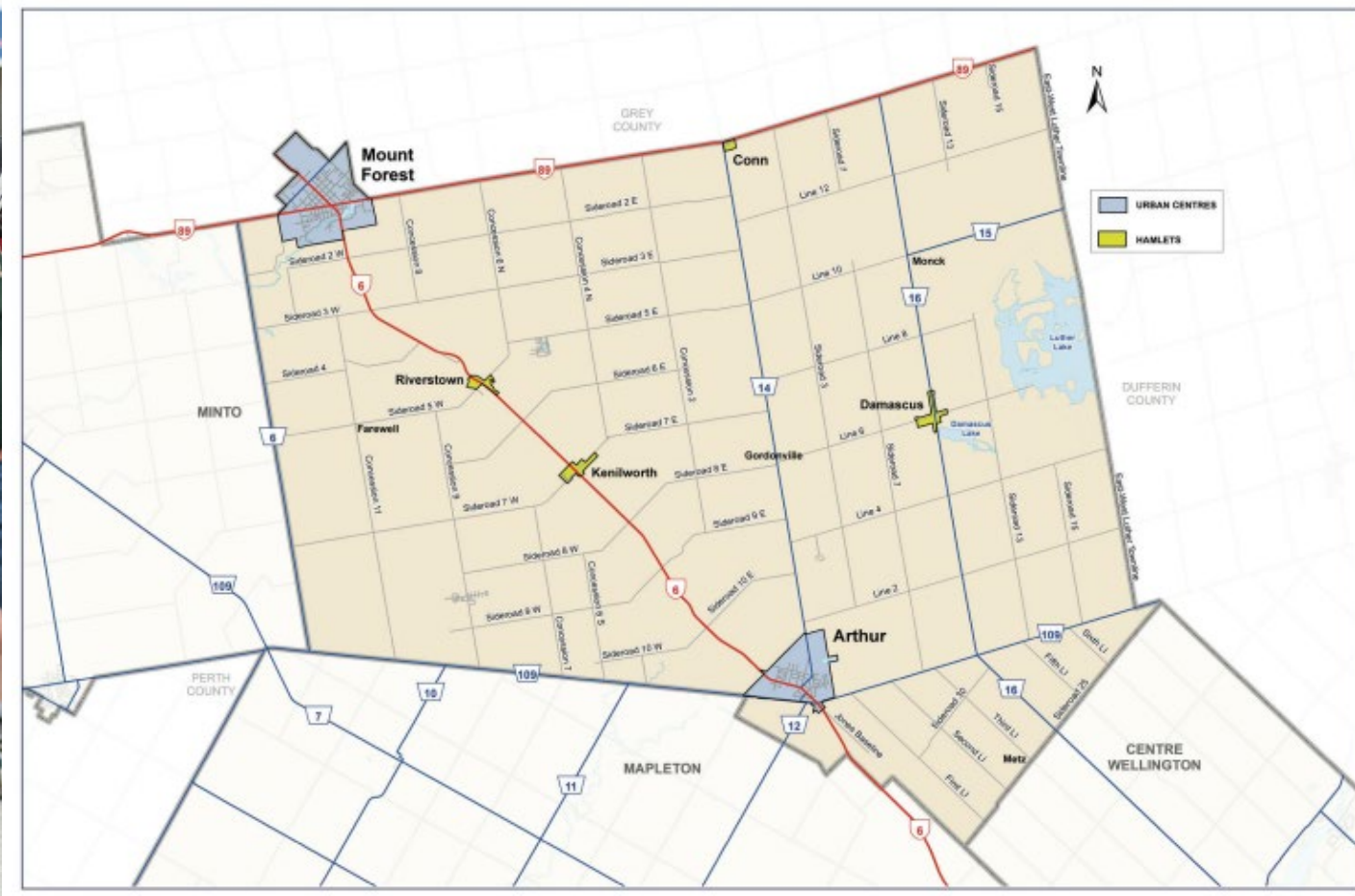


- 3** INTRODUCTION
- 4** COUNCIL
- 5** STAFFING
- 5** MAP
- 6** PROGRAMS & SERVICES
- 7** MAYOR'S MESSAGE
- 8** 2023 HIGHLIGHTS
- 14** STRATEGIC PLAN OVERVIEW

INTRODUCTION



The Township of Wellington North at a Glance





PROGRAM

HIGHLIGHTS

First full-year of this term of Council (2022-2026)

- Worked closely with the community to establish priorities and deliver core services
- Thank all the staff and partners who contributed to this effort – this couldn't happen without them

What...

Did we get up to?

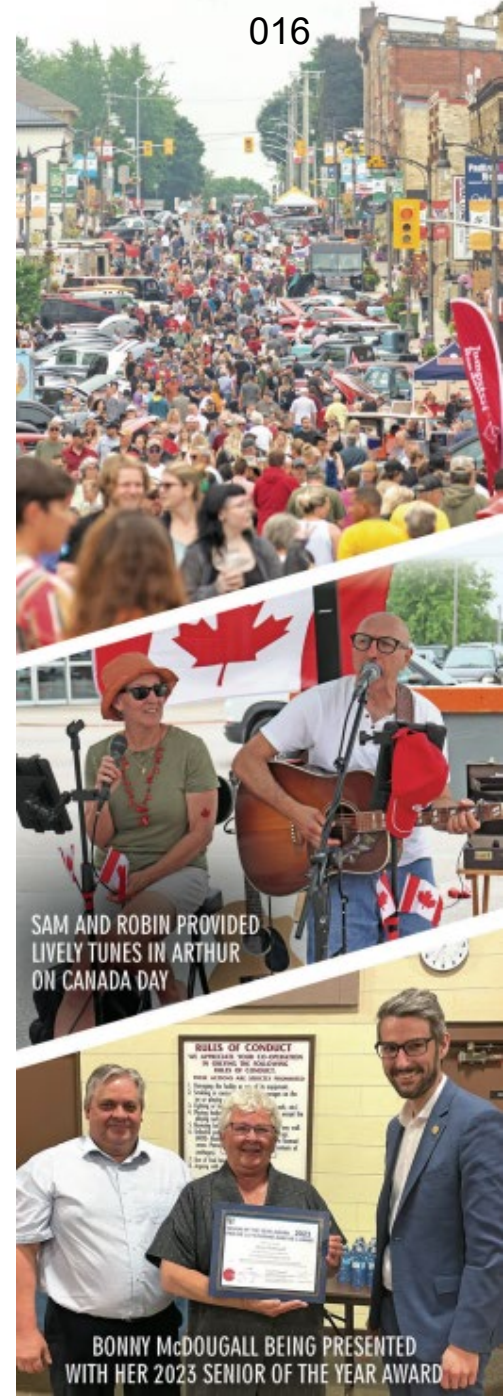
- 400+ community members attending our two Volunteer and Newcomer celebrations
- New and expanded programming (Pickleball, more pool hours, 500 + spaces for Summer Day Camp, Seniors tech)
- Wellington North Culture days (Sept 23- Oct 16)
- Partnered with Lynes Blacksmith Shop for a successful RED application (16 K)
- Wellington North Farmers Market 11 year
- Attended various job fairs and recruitment activities



What...

Did we get up to?

- Moving forward on the Mount Forest Aquatics centre
- Upgrades to our recreational facilities in Mount Forest and Arthur (new roof in Arthur, painting and other face lifts)
- Facility repairs and upgrades as well as new equipment to keep things running smoothly
- Supporting events such as the Mount Forest Fireworks Festival, Canada Day, Louse Marshall Hospital Foundation Gala



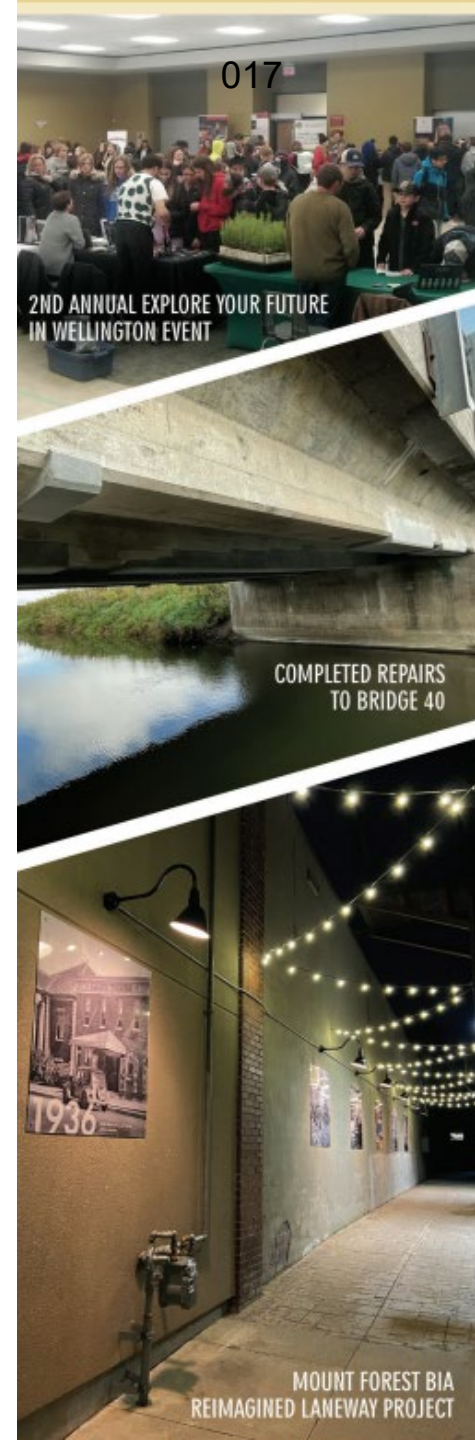
SAM AND ROBIN PROVIDED LIVELY TUNES IN ARTHUR ON CANADA DAY

BONNY McDOUGALL BEING PRESENTED WITH HER 2023 SENIOR OF THE YEAR AWARD

What...

Did we get up to?

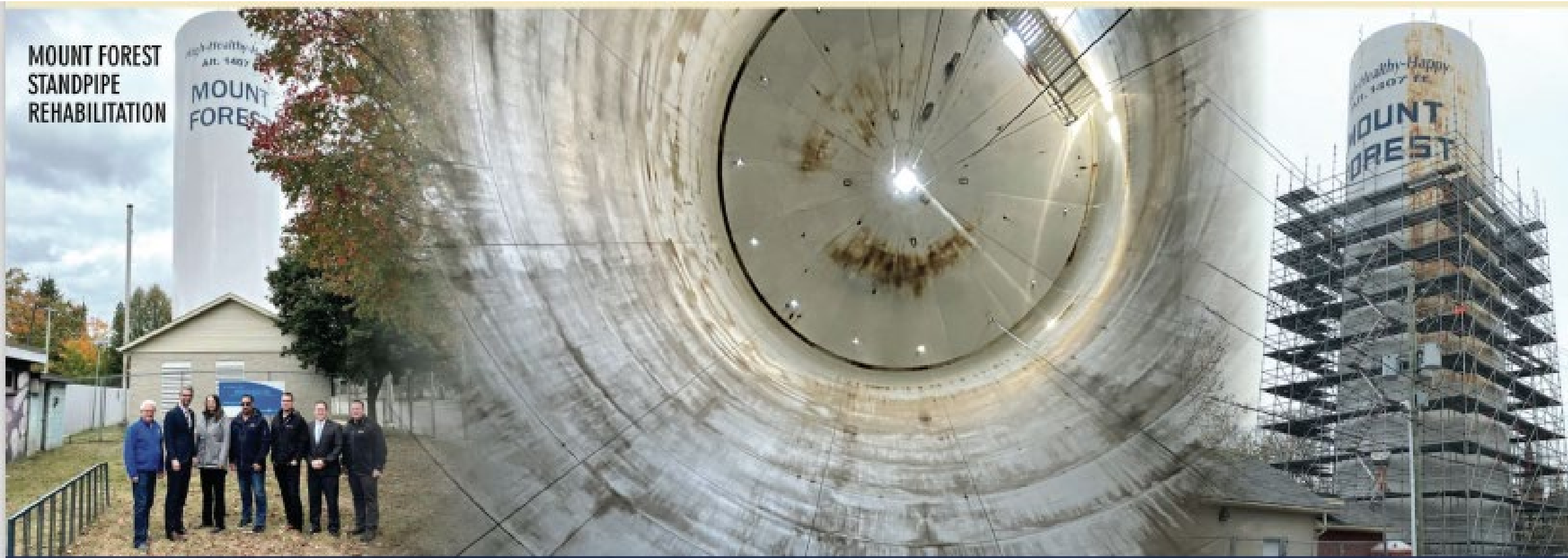
- Various infrastructure projects and planning:
 - Environmental Assessment for Arthur Water System
 - New watermains, sanitary sewer and storm sewer mains
 - Road reconstruction, bridge repairs, culvert replacement, rural road resurfacing, sidewalk replacement
 - New traffic lights at the intersection of Main Street North and Mount Forest drive



What...

Did we get up to?

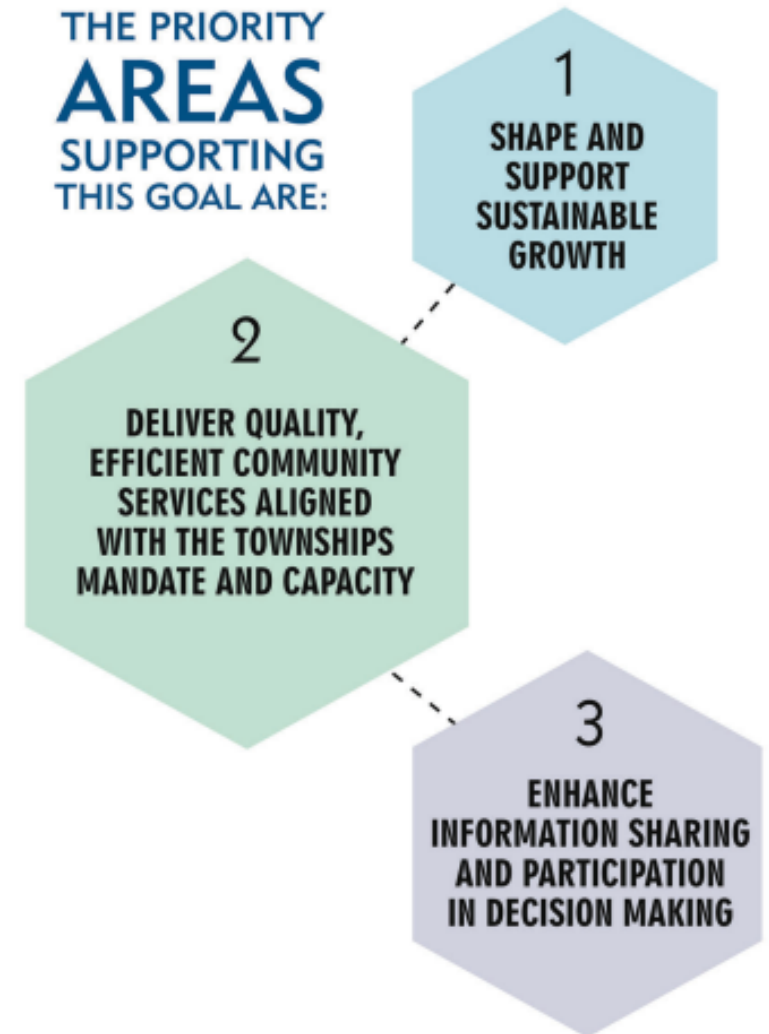
- Mount Forest Standpipe (\$1.4 Million Investment for another 30 years of service)



In October 2023, Council approved its 2024 Strategic Plan based on extensive consultation with Council, the community and staff.

This strategy identified the primary goal of building a **safe, sustainable and welcoming community.**

- Began work on the Growth Management Action Plan – Created a community Advisory Committee
- Fire services review
- Working with community partners (Green team) to protect trees
- Community Satisfaction Survey and enhance Public Consultation Opportunities



THANK YOU!

Questions?



MOUNT FOREST LIONS CLUB BOOTH
WITH SUSAN WELLS, GEORGE LAURENCIC
AND MARY RUTH JOB.

MOUNT FOREST VOLUNTEER AND
NEWCOMER CELEBRATION ON SEPT. 14



Membership Minutes

Membership Meeting #11-2023

November 15, 2023

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

Regrets: Matt Duncan

Staff Present: Phil Beard, General Manager-Secretary-Treasurer
Steward Lockie, Conservation Areas Coordinator
Michelle Quipp, Executive Assistant

Others Present:

1. Call to Order

Vice Chair, McGugan welcomed everyone and called the meeting to order at 7:00pm.

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 #10-2023 held on October 18, 2023. Motion FA #78-23

Motion FA #78-23

Moved by: Anita van Hittersum

Seconded by: Megan Gibson

THAT the minutes from the General Membership Meeting #10-2023 on October 18, 2023 be approved.
(carried)

4. Business Out of the Minutes

- a) Review of Cost Apportionment (Levy) Options: Report #55-2023

Report #55-2023 was presented to the members and the following motion was made:

Motion FA #79-23

Moved by: Alison Lobb

Seconded by: Andrew Fournier

THAT 207,858 be used to develop the draft apportionment table.
(defeated)

Motion FA #80-23

Moved by: Alvin McLellan

Seconded by: Ed Podniewicz

THAT \$175,000 be used to develop a draft apportionment table.
(carried)

Motion FA #81-23

Moved by: Alvin McLellan

Seconded by: Megan Gibson

THAT \$175,000 be used for the draft budget forecast for 2025 and 2026
(carried)

5. Business Requiring Decision and or Direction:

- a) Proposed Authority Funded Projects 2024 Budget: Report #56-2023

Report #56-2023 was presented to the members and the following motion was made:

Motion FA #82-23

Moved by: Alison Lobb

Seconded by: Evan Hickey

THAT the authority funded projects outlined in Report #56-2023 be included in the 2024 draft budget and work plan AND THAT the additional projects outlined in Report #56-2023 be investigated to determine if there is support from the appropriate Member municipalities.
(carried)

- b) Direction on Cost of Living Increase for 2024: Report #57-2023

Report #57-2023 was presented to the members and the following motion was made:

Motion FA #83-23**Moved by: Megan Gibson****Seconded by: Evan Hickey**

THAT the cost-of-living increase to be included in the draft 2024 budget be 4.3%.
(carried)

- c) Review of Fees Policy: Report #58-2023

Report #58-23 was presented to the members for their information and direction.

Motion FA #84-23**Moved by: Alison Lobb****Seconded by: Alvin McLellan**

THAT the Fees Policy be amended to include fees related to the use of conservation areas.
And THAT religious/spiritual groups be included in the exemptions list.
(carried)

- d) Proposed Fee Changes for 2024: Report #59-2023

Report #59-23 was presented to the members for their information and direction.

Motion FA #85-23**Moved by: Megan Gibson****Seconded by: Anita van Hittersum**

THAT the proposed fee changes be posted for comment for 30 days.
(carried)

Motion FA #86-23**Moved by: Alvin McLellan****Seconded by: Evan Hickey**

THAT Member Per Diems-Mileage-Honorariums be left at the existing rates
(carried)

6. Chair and Members Updates:

Megan Gibson advised that the event held at the Gorrie Conservation Area for the Howick Trails grand opening was well attended and a success.

7. Consent Agenda:

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

- a) Revenue/Expenditure Report October: Report #60-2023

- b) Carbon Footprint Initiative Meeting Summary: Report #61-2023
- c) Agreements Signed: Report #62-2023
- d) Office Hours over Christmas: Report #63-2023
- e) What Are the Neighbours Up To Now: Story in Rural Voice

The following motion was made:

Motion FA #87-23

Moved by: Alvin McLellan

Seconded by: Alison Lobb

THAT Report #60-23 through Report #63-23 along with their respective motions as outlined in the Consent Agenda be approved.
(carried)

9. Adjournment: Next meeting: December 20, 2023, at 7:00 pm.

Motion FA #88-23

Moved by: Anita van Hittersum

Seconded by: Alison Lobb

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



Matt Duncan
Chair



Phil Beard
General Manager / Secretary-Treasurer



Membership Minutes

Membership Meeting #12-2023

December 20, 2023

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

Staff Present: Phil Beard, General Manager-Secretary-Treasurer
Jayne Thompson, Communications, GIS, IT Coordinator
Stewart Lockie, Conservation Areas Services Coordinator
Danielle Livingston, Administrative-Financial Services Coordinator
Patrick Huber-Kidby, Planning and Regulations Supervisor
Jeff Winzenried, Flood Forecast Supervisor
Shannon Millar, Restoration Supervisor
Ben Van Dieten, Agricultural Stewardship Supervisor
Jason Moir, FRCA/WPCA Superintendent
Michelle Quipp, Executive Assistant

Others Present: Cory Bilyea, Reporter, Midwestern News

1. Call to Order

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

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 #11-2023 held on November 15, 2023.

Motion FA #89-23

Moved by: Alison Lobb

Seconded by: Alvin McLellan

THAT the minutes from the General Membership Meeting #11-2023 on November 15, 2023 be approved.
(carried)

4. **Business Out of the Minutes**

a) Review of Comments on Proposed Changes to Fees Policy: Report #64-2023

Report #64-2023 was presented to the members and the following motion was made:

Motion FA #90-23

Moved by: Alvin McLellan Seconded by: Alison Lobb

THAT the 2024 Fees Policy be approved.
(carried)

b) Review of Comments on Proposed Changes to Fees Schedule: Report #65-2023

Motion FA #91-23

Moved by: Andrew Fournier Seconded by: Alvin McLellan

THAT Stewart Lockie, Conservation Areas Services Coordinator, create a fourth criteria to the Conservation Area Fees in the Fees Schedule, to support services thus reducing cost on approval of the members.
(defeated)

Motion FA #92-23

Moved by: Alison Lobb Seconded by: Evan Hickey

THAT the proposed fee increases for the Wawanosh Campground be approved as proposed in the 2024 fee schedule.

THAT the Fees for planning and regulations remain as outlined in the 2023 fee schedule;

THAT the remainder of the Fee Schedule for 2024 be approved with the exception of the proposed fee increases for planning and regulations;

AND THAT the proposed 2024 fee schedule take effect as of January 1, 2024.

(carried)

c) Coastal Resiliency Strategy-next Phase: #66-2023

Motion FA #93-23

Moved by: Alison Lobb

Seconded by: Megan Gibson

THAT MVCA include the next phase of the Coastal Resilience Project in the 2024 budget, if funding is approved by Natural Resources Canada;
AND THAT MVCA agrees to be a partner in Conservation Ontario's application to Natural Resources Canada's application for funding to undertake six coastal resilience pilot projects.

5. Business Requiring Decision and or Direction:

a) Additional Fees Watershed Stewardship Services: Report #67-2023

Motion FA #94-23

Moved by: Ed Podniewicz

Seconded by: Alvin McLellan

THAT the additional stewardship fees for 2024 be circulated for comment and that any comments received be reviewed at the January 24th, 2024 meeting

b) Draft 2024 Work Plan and Budget: Report #68-2023

Motion FA #95-23

Moved by: Evan Hickey

Seconded by: Ed Podniewicz

THAT the 2024 draft budget, work plan and levy be approved for review and comment by MVCA's member municipalities;

AND THAT the final work plan and budget be brought back to the Members on March 20, 2024, for final review and approval;

AND FURTHER THAT the municipal information package be developed and circulated to member municipalities based upon the direction provided by the Members.

c) Draft 2024 Work Plan and Budget: Report #69-2023

Motion FA #96-23

Moved by: Alison Lobb

Seconded by: Anita van Hittersum

THAT the Annual Meeting be held on February 14 at 2pm;

AND THAT the draft agenda outlined in Report #69-2023 be approved.

d) Declarations for Chair and Vice Chairs: Report #70-2023
Report 70-2023 was presented to members for their information.

e) Request from Maitland Conservation Foundation: Report #71-2023

Motion FA #97-23

Moved by: Alison Lobb

Seconded by: Anita van Hittersum

THAT the General Manager Secretary Treasurer continue to serve as Interim Executive Director to the MCF Board in 2024.

6. Chair and Members Updates:

Chair, Matt Duncan, introduced Vanessa Kelly, the newly appointed member from Goderich.

7. Consent Agenda:

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

a) Revenue-Expenditure Report for November: Report #72-2023

Motion FA #98-23

Moved by: Alvin McLellan

Seconded by: Megan Gibson

THAT Report #72-23 along with the respective motions as outlined in the Consent Agenda be approved.
(carried)

8. In Camera Session: GM - ST Performance Review

Motion FA #99-23

Moved by: Evan Hickey

Seconded by: Ed McGugan

THAT the members move into in camera to discuss the GM-ST Performance Review.
(carried)

Motion FA #100-23

Moved by: Alison Lobb

Seconded by: Ed McGugan

THAT the members move back into the full authority meeting.
(carried)

9. Adjournment: Next meeting: January 24, 2024, at 7:00pm at the MVCA's Administrative Centre

Motion FA #101-23

Moved by: Megan Gibson

Seconded by: Alison Lobb

THAT the Members Meeting be adjourned at 9 pm.
(carried)



Matt Duncan
Chair



Phil Beard
General Manager / Secretary-Treasurer

September 20, 2023

Maitland Source Protection Authority (MSPA) Meeting #2-23 Minutes

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

Members Absent: Andrew Fournier, Evan Hickey

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

Others Present: Cory Bilyea, Wingham Advance Times

Motion MSPA #5-23

Moved by: Anita van Hittersum

Seconded by: Alvin McLellan

THAT the Members move into the Maitland Source Protection Authority meeting.
(carried)

a) Approval of the Minutes from MSPA Meeting #1-2023 held on April 19, 2023:

Motion MSPA #6-23

Moved by: Megan Gibson

Seconded by: Ed McGugan

THAT the minutes from the MSPA meeting #1-23 of April 19, 2023 be approved.
(carried)



b) Drinking Water Source Protection Program Update: Report #3-2023

Report #3-2023 was presented to the members and the following motion was made:

Motion MSPA #7-23

Moved by: Alvin McLellan

Seconded by: Alison Lobb

THAT Report #3-23 be received for information.
(carried)

c) Lucknow Wellhead Capture Area Update-Amendment to Maitland Source Protection Plan: Report #4-2023

Report #4-2023 was presented to the members and the following motion was made:

Motion MSPA #8-23

Moved by: Ed McGugan

Seconded by: Anita van Hittersum

THAT the Source Protection Authority receives SPA Report #4-23 for information.
(carried)

d) Adjournment

The meeting adjourned at 8:08pm with this motion:

Motion MSPA #9-23

Moved by: Ed Podniewicz

Seconded by: Sharen Zinn

THAT the MSPA meeting be adjourned.
(carried)



Matt Duncan
Chair



Phil Beard
General Manager
Secretary-Treasurer



Saugeen Valley Conservation Authority

Minutes – Board of Directors Meeting

Date: Thursday January 19, 2024, 1:00 p.m.

Location: Administration Office, Formosa, ON

Chair: Barbara Dobreen

Members present: Paul Allen, Larry Allison, Kevin Eccles, Tom Hutchinson, Steve McCabe, Greg McLean, Dave Myette, Mike Niesen, Sue Paterson, Moiken Penner, Jennifer Prenger, Bill Stewart, Peter Whitten

Members absent: Bud Halpin

Staff present: Erik Downing, Janice Hagan, Donna Lacey, Elise MacLeod, Madeline McFadden, Laura Molson, Michael Oberle

Others present: Special guests and members of the public.

1. Land Acknowledgement

The Land Acknowledgement was read by Moiken Penner

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.

2. Adoption of Agenda

Motion #G24-01

Moved by Sue Paterson

Seconded by Steve McCabe

THAT the agenda for the Saugeen Valley Conservation Authority meeting, January 19, 2024, be adopted as circulated.

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 meeting – November 30, 2023

Motion #G24-02

Moved by Tom Hutchinson

Seconded by Paul Allen

THAT the minutes of the Saugeen Valley Conservation Authority meeting, November 30, 2023, be adopted as presented.

Carried

5. Introduction of guests

Greetings were brought to SVCA from the following dignitaries and special guests:

- Lisa Thompson, MPP, Huron Bruce Riding
- Pat O’Connor, on behalf of Ben Lobb, MP, Huron-Bruce Riding
- Alex Ruff, MP, Bruce-Grey-Owen Sound (in absentia, via correspondence)
- Glen McNiel, Warden, Huron County
- Paul McQueen, Mayor, Grey Highlands (via Zoom)
- Mark Goetz, Mayor, Municipality of South Bruce
- Ed McGugan, Vice Chair, Maitland Valley CA, Municipality of Huron-Kinloss
- Angela Coleman, Conservation Ontario
- Tim Lanthier, CAO, Grey Sauble Conservation Authority
- Phil Beard, GM/S-T, Maitland Valley Conservation Authority
- Moiken Penner, Councillor, on behalf of Municipality of Arran-Elderslie
- Katie Langdon, NWMO
- Andrew Beumer, Bruce County Transportation
- Coreena Smith, Bruce County Planning

6. Presentation: Staff Recognition

Barbara Dobreen and Erik Downing presented service awards to the following staff:

- 5-Year Service Award: Cheryl Skingley, Campground Superintendent (*in absentia*)
- 10-Year Service Award: Rick Rowbotham, Field Operations Coordinator (*in absentia*)
- 20-Year Service Award: Laura Molson, Manager, Corporate Services
- 25-Year Service Award: Donna Lacey, Manager, Forestry and Lands

7. Chair’s Address

The following address was given by Chair Dobreen:

As we convene today for Saugeen Conservation’s Annual Meeting, I reflect on a year marked by both challenge and significant progress. Like so many conservation authorities, our journey through this period has been one of adaptation and resilience.

In the realm of Corporate Services, strides have been taken to enhance our operational accessibility. Our forward-looking vision is captured in the completion of a 10-year strategic plan that will guide our path to a sustainable future. We have reinforced the fabric of our organization through policies, job performance evaluations, and training programs.

Innovation in our meeting structure has been realized with the implementation of OWL and hybrid meetings, reflecting our ability to adapt in changing times. We've seen the Agricultural Advisory Committee take root once again, and our staff have broadened their expertise through micro-credentials in accessibility, fundraising, and grant writing.

Environmental Planning and Regulations managed an impressive number of new inquiries, and for the fifth consecutive year, issued over 300 permits, underlining the department's excellence amidst transition. Our presence on the international stage was noted at the Coastal Zone Canada Conference in Victoria, BC, with our influential presentation on conservation authorities in the coastal zone. We've also upheld our regulatory mandate and commitment to environmental stewardship by establishing a violation strategy designed to work with landowners where possible, and successful litigation where necessary.

Our Forestry and Lands department has not only maintained but has enhanced the green spaces under our care, with significant efforts in conservation and recreation, hosting events that connect the community to our mission.

Water Resources has been a beacon of success, with a substantial grant and external funding obtained to bolster our initiatives. Our flood warning program has been retooled for efficiency, and we've embraced transparency with the final stages of public data accessibility for flood and water quality data. Through diligent negotiations, we have established agreements with member municipalities that align with the changes in the CA Act. Unanimous municipal support was received for the Water Quality Program, and Category 2 Agreements are underway. Funding for three municipal floodplain mapping projects was secured and work initiated in 2023 that will ensure the momentum continues in 2024.

This year has indeed been one of the most challenging years for the SVCA. Our success and achievements in 2023 are a testament to Saugeen Conservation's collective ability to adjust and thrive. The Conservation Authorities Act changes included the province removing SVCA's ability to attempt cost recovery through fees and charges rather than municipal levies. Thus, removing our autonomy; overriding Board directives; and compromising our ability to govern ourselves as a representative agency for our member municipalities. Concurrently, new deadlines and deliverables arose alongside staffing challenges. Each department rose to the occasion, showing remarkable time management and fulsome collaboration to build and strengthen relationships with municipal partners, all while still executing unwavering dedication to our shared goals.

Member municipalities in 2023 showed significant support for the SVCA and renewed their belief in SVCA as a vital local organization associated with mandated and non-mandated programs alike.

As we look to the future, we will carry forward the spirit of ingenuity and commitment that has characterized the past year.

Thank you.

8. Presentation: 2023- A look back

The Management team reflected on the various departmental projects, accomplishments, and changes that transpired at SVCA in 2023.

9. Election of Officers

9.1 Appointment of Chair Pro Tem

Motion #G24-03

Moved by Larry Allison

Seconded by Greg McLean

THAT Ed McGugan be appointed as Chair Pro Tem for the purposes of conducting the election of officers for 2024.

Carried

Chair Pro Tem McGugan declared all offices vacant and called for a motion to appoint two scrutineers, in the event of an election count.

9.2 Appointment of Scrutineers

Motion #G24-04

Moved by Barbara Dobreen

Seconded by Steve McCabe

THAT Tim Lanthier and Phil Beard be appointed as scrutineers for the purposes of conducting the election of officers for 2024.

Carried

9.3 Election of Chair

Chair McGugan called for nominations for the position of Chair for 2024. Tom Hutchinson nominated Barbara Dobreen. No further nominations were received.

Motion #G24-05

Moved by Sue Paterson

Seconded by Greg McLean

THAT the nominations for the position of Chair of the Saugeen Valley Conservation Authority for 2024 be closed.

Carried

Barbara Dobreen accepted her nomination and was acclaimed Chair for 2024.

9.4 Election of Vice Chair

Chair McGugan called for nominations for the position of Vice Chair for 2024. Steve McCabe nominated Tom Hutchinson. No further nominations were received.

Motion #G24-06

Moved by Dave Myette

Seconded by Tom Hutchinson

THAT the nominations for the position of Chair of the Saugeen Valley Conservation Authority for 2024 be closed.

Carried

Tom Hutchinson accepted his nomination and was acclaimed as Vice Chair for 2024.

9.5 Election of 2nd Vice Chair

Chair McGugan called for nominations for the position of 2nd Vice Chair for 2024. Tom Hutchinson nominated Paul Allen. Kevin Eccles nominated Dave Myette. There were no further nominations.

Motion #G24-07

Moved by Bill Stewart

Seconded by Kevin Eccles

THAT the nominations for the position of 2nd Vice Chair of the Saugeen Valley Conservation Authority for 2024 be closed.

Carried

Dave Myette declined his nomination. Paul Allen accepted his nomination and was acclaimed as 2nd Vice Chair for 2024.

9.6 Election of Member-at-Large

Chair McGugan called for nominations for the position of Member-at-Large for 2024. Steve McCabe nominated Greg McLean. There were no other nominations.

Motion #G24-08

Moved by Tom Hutchinson

Seconded by Larry Allison

THAT the nominations for the position of Member-at-Large of the Saugeen Valley Conservation Authority for 2024 be closed.

Carried

Greg McLean accepted the nomination and was acclaimed Member-at-large for 2024.

10. Committee Appointments

10.1 Appointments to the Forestry Committee

Motion #G24-09

Moved by Bill Stewart

Seconded by Paul Allen

THAT the following Directors be appointed as members to the Forestry Committee for 2024: Tom Hutchinson, Moiken Penner, Bud Halpin, and Dave Myette.

Carried

10.2 Appointments to the Property and Parks Committee

Motion #G24-10

Moved by Tom Hutchinson

Seconded by Greg McLean

THAT the following Directors be appointed as members to the Property and Parks Committee for 2024: Paul Allen, Larry Allison, Moiken Penner, Jennifer Prenger, and Bill Stewart.

Carried

10.3 Appointments to the Water Resources Committee

Motion #G24-11

Moved by Steve McCabe

Seconded by Jennifer Prenger

THAT the following Directors be appointed as members to the Water Resources Committee for 2024: Tom Hutchinson, Greg McLean, Dave Myette, and Bill Stewart.

Carried

10.4 Appointments to the Agricultural Advisory Committee

Motion #G24-12

Moved by Tom Hutchinson

Seconded by Bill Stewart

THAT the following Directors be appointed as members to the Agricultural Advisory Committee for 2024: Steve McCabe, Dave Myette, Kevin Eccles, and Mike Myette; and further

THAT Chris Cossitt, Les Nichols, Paul Wettlaufer, Karen Gorman, Allan Willits, and Meg Roberts be appointed to the Saugeen Valley Conservation Authority Agricultural Advisory Committee for the 2024 calendar year.

Carried

11. Delegation request

Chair Dobreen reminded the Board of Directors that as per the SVCA Bylaws, there is to be no debate during the delegate's presentation and that only questions for clarification can be asked. She also informed the Board that since the file to be discussed is on-going, staff are unable to comment publicly, and no decision or action is to be taken at this meeting.

Robert Scriven requested that a violation be commenced, and the restoration of an environmentally protected land and watercourse be undertaken under the supervision of SVCA. He informed the Board that unauthorized drainage works had been executed at a property adjacent to Skunk Creek, and in his opinion were completed without environmental studies or engineering plans, and work had not been performed by properly qualified contractors. Since this is an open file with SVCA, the Board did not discuss the presentation.

12. Reports for information

12.1 GM-2024-01: General Manager's report

The GM/S-T highlighted the fee freeze notice from the Ministry of Natural Resources and Forestry.

12.2 GM-2024-02: Program report

There was no discussion.

12.3 Correspondence

Correspondence was received from the Ministry of Natural Resources and Forestry, December 13, 2023, with notice of extension of the Minister's Direction regarding the freezing of EPR fees. The Board discussed this notice and the effect it has on the 2024 budget.

12.4 News report

There was no discussion.

13. New business

13.1 COR-2024-03: 2024 Budget update

Due to the fee freeze enacted by the province and direction to review the 2024 budget, Staff have proposed changes which will not affect the General Levy and recommend that the shortfall be funded through reserves. The Directors discussed the changes and agreed to adopt the amended budget.

Motion #G24-13

Moved by Tom Hutchinson

Seconded by Steve McCabe

Whereas the Authority adopted the 2024 Budget in the amount of \$5,993,275 at the November 30th meeting (G23-111); and

Whereas the Province has extended their December 28, 2022, direction to not change fees related to reviewing and commenting on planning and development related proposals, applications, or land use planning policies or for Conservation Authority permitting, through December 2024;

THAT the Authority rescind motion G23-111; and further

THAT the amended budget in the amount of \$5,784,425 be adopted; and further

THAT the General Manager/Secretary-Treasurer is hereby authorized to notify the member municipalities of the cost apportioning amounts owing; and further

THAT cost apportioning payments shall be due from member municipalities in two equal instalments on March 31 and June 30, 2024, and that late payments shall be subject to the Authority's standard late payment charge of 1.50% per month thereafter.

Motion #G24-14

Moved by Kevin Eccles

Seconded by Bill Stewart

THAT the recommended motion be separated into two parts to rescind motion G23-111 before discussion of the amended budget.

Carried

Motion #G24-15

Moved by Tom Hutchinson

Seconded by Steve McCabe

Whereas the Authority adopted the 2024 Budget in the amount of \$5,993,275 at the November 30th meeting (G23-111); and

Whereas the Province has extended their December 28, 2022, direction to not change fees related to reviewing and commenting on planning and development related proposals, applications, or land use planning policies or for Conservation Authority permitting, through December 2024;

THAT the Authority rescind motion G23-111.

Carried

Motion #G24-16

Moved by Tom Hutchinson
Seconded by Steve McCabe

THAT the amended budget in the amount of \$5,784,425 be adopted; and further
THAT the General Manager/Secretary-Treasurer is hereby authorized to notify the member municipalities of the cost apportioning amounts owing; and further
THAT cost apportioning payments shall be due from member municipalities in two equal instalments on March 31 and June 30, 2024, and that late payments shall be subject to the Authority's standard late payment charge of 1.50% per month thereafter.

Carried

13.2 EPR-2024-01: Request for endorsement: Permits issued

Motion # G24-17

Moved by Paul Allen
Seconded by Larry Allison

THAT the Development, Interference with Wetlands and Alterations to Shorelines and Watercourse applications (#23-287 to 23-310), pursuant to Ontario Regulation 169/06, as approved by staff, be endorsed.

Carried

13.3 Appointment of Auditor

Motion #G24-18

Moved by Dave Myette
Seconded by Tom Hutchinson

THAT Baker Tilly SGB LLP be confirmed as the auditor to the Authority for the year 2024.

Carried

13.4 Appointment of Solicitor

Motion #G24-19

Moved by Dave Myette
Seconded by Tom Hutchinson

THAT Beard Winter LLP, and Mathews, Dinsdale & Clark LLP be appointed solicitors to the Authority for the year 2024 for general operations, with the option to engage the services of other local solicitors, as necessary.

Carried

13.5 COR-2024-04: Statutory Administrative Approvals

Motion #G24-20

Moved by Jennifer Prenger

Seconded by Greg McLean

THAT the Saugeen Valley Conservation Authority Board of Directors re-affirm for 2024 the Health and Safety Policy; and further

THAT the Saugeen Valley Conservation Authority Board of Directors Re-Affirm for 2024 the Workplace Violence, Harassment, and Sexual Harassment Policy.

Carried

14. Committee meeting schedule

Motion #G24-21

Moved by Bill Stewart

Seconded by Steve McCabe

THAT the Committee meeting schedules be adopted as presented.

Carried

15. Adjournment

There being no further business, the meeting adjourned at 3:27 p.m. on the motion of Peter Whitten and Moiken Penner.

Barbara Dobreen
Chair

Janice Hagan
Recording Secretary



Corporation of the County of Wellington

Accessibility Advisory Committee

Minutes

December 7, 2023

Wellington County Museum and Archives
Nicholas Keith Room

- Present: Councillor Matthew Bulmer (Chair)
Giverny Charlebois
Robin Fletcher
Bethany Parkinson
Heather Small
Gerald Townsend
- Regrets: Irene Van Eenoo
Lorri Wright
- Staff: Nicole Cardow, Deputy Clerk
- Also Present: Amanda Knight, Clerk, Guelph/Eramosa Township
Laura Emery, Acting Deputy Clerk, Township of Puslinch
Lisa Miller, Deputy Clerk, Township of Centre Wellington
Quinn Foreterer, Deputy Clerk/Coordinator, Legislative & Human Resource Services, Town of Minto,
Tim Schwartzentruber, Deputy CBO, Township of Mapleton
-

1. Call to Order

At 1:41 pm, the Chair called the meeting to order. The committee did roundtable introductions.

2. Declaration of Pecuniary Interest

There were no declarations of pecuniary interest.

3. Confirmation of Minutes

1/3/23

Moved By: Gerald Townsend

Seconded By: Giverny Charlebois

That the Minutes from the May 2023 meeting be approved.

Carried

4. Award Winning Descriptive Economic Development Videos

The Joint Accessibility Advisory Committee viewed two award winning tourism videos done by the Wellington County Economic Development Committee. The videos demonstrated a tremendous demonstration of optimal closed captioning and accessibility features.

5. Accessibility Demo - Robin Fletcher

Ms. Robin Fletcher, Accessibility Advisory Committee member, presented a demonstration of what being hearing impaired may feel like. Ms. Fletcher's presentation shared statistics about the incidence of hearing loss; strategies for best communication with the hearing impaired; outlined devices and products that are beneficial for those living with hearing impairment, including Hearing Loops and a Roger Pen (microphone), and promoted kindness for all.

6. County Trails - Accessibility Review

Wellington County Planning Department submitted a report on walking trails within Wellington County for review by the Accessibility Advisory Committee and asked for feedback or comment to be directed back to them. There was discussion regarding the limitations to the trails that the gates pose for walkers and wheelchairs ease of mobility.

7. Wellington County Museum and Archives Accessibility Plan

The Wellington County Museum and Archives Accessibility Plan was provided to the committee for information, and committee members were asked to provide feedback to Nicole Cardow, Deputy Clerk to forward to the Museum and Archives.

8. Wellington County Accessibility Audit Update - Verbal

Nicole Cardow, Deputy Clerk, provided the Committee with an update of the recent audit from the Accessibility for Ontarians with Disabilities Division, Ministry for Seniors and Accessibility. The audit was received in June 2023 and completed in November 2023.

The areas that the Ministry asked Wellington County to refer to were:

- Posting Compliance reports in a publicly accessible area
- Training - Update training requirement language in County policies
- Consultation on Outdoor Play Spaces - Updated Terms of Reference for the Accessibility Advisory Committee to consult and provide feedback.
- Off-street Parking Hillsburgh Library - Parking spaces were re-painted to expand width to the requirement; and "van accessible" signage has been added to the appropriate spaces.

The Accessibility Compliance Report has been posted on the Wellington County website.

9. Joint AAC Survey Results

Nicole Cardow, Deputy Clerk provided staff report on Action Items to bring to Joint AAC in 2024. The list of Action Items was based off the recent AAC Goals and Objectives Survey. First priority for staff is an updated Facility Accessibility Design Manual (FADM). There has been a request submitted to Wellington County Council for \$10,000 for this project, pending budget approval.

The second priority is an Orientation and Training Manual. A new website project for Wellington County is slated for 2024. The new website would allow easier collection and distribution of updated accessibility resources.

10. Multi-Year Accessibility Plan and Policy Township of Wellington North

The Township of Wellington North's Multi-Year Accessibility Plan and Policy was presented to the committee. The committee was asked to review and provide comment to Nicole Cardow, Deputy Clerk to forward to the Township of Wellington North.

11. Adjournment

At 3:15 pm, the Chair adjourned the meeting until February 1, 2024 or at the call of the Chair.

Chair Bulmer
Accessibility Advisory Committee



TOWNSHIP OF WELLINGTON NORTH

TO: Mayor and Council
 DATE: 2024-02-26
 MEETING TYPE: Open
 SUBMITTED BY: Robyn Mulder, Economic Development Officer
 REPORT #: C&ED 2024-006
 REPORT TITLE: Rural Economic Development (RED) Grant Application

RECOMMENDED MOTION

THAT the Council of the Corporation of the Township of Wellington North receive Report C&ED 2024-006,

AND THAT Council supports the application being submitted in partnership with our local BIA's and Chambers of Commerce.

PREVIOUS REPORTS/BY-LAWS/RESOLUTIONS

- Feb 21st, 2023, RED Grant application Lynes Blacksmith Shop
- Sept 27th, 2021, RED Grant application Mount Forest Streetscaping program
- Feb. 20th, 2020, RED Grant application Arthur Streetscaping Program

BACKGROUND

The Ontario Rural Economic Development (RED) program provides cost-share funding to support activities that create strong rural communities in Ontario and opens doors to rural economic development. It serves as a vital catalyst for fostering robust rural communities across Ontario by providing significant support for projects aimed at enhancing rural economic vitality. Through its initiatives, the program aims to mitigate economic barriers, bolster workforce resilience, and catalyze economic growth in rural areas. The program offers two distinct streams;

- Economic Diversification and Competitiveness Stream: up to 50% of eligible project costs to a maximum of \$150,000; and
- Strategic Economic Infrastructure Stream: up to 30% of eligible project costs to a maximum of \$250,000.

The Economic Diversification and Competitiveness Stream supports a range of projects to better position rural communities to attract and retain jobs, attract investment and enhance economic growth. All costs for projects in this stream must be non-capital. The types of

projects that are eligible under this stream include Downtown Revitalization and Business Retention and Expansion (BR+E).

ANALYSIS

Staff are eager to submit an application to the RED program under the Economic Diversification and Competitiveness Stream; leveraging program funds to focus on downtown revitalization efforts in Arthur and Mount Forest and undertaking a Business Retention and Expansion (BR+E) for the Downtown and Retail businesses.

Your Town Rising Visit: Work with Your Town Rising this fall to glean insights and strategies as well as leverage their expertise and resources for downtown revitalization.

Integration of Best Practices: Incorporate the principles of Roger Brooks outlined in his "20 Ingredients of a Successful Downtown" to guide revitalization strategies; emphasizing alignment with his renowned methodology.

Collaboration with Doug Griffiths: Propose a collaborative session with Doug Griffiths, author of "13 Ways to Kill Your Community," to facilitate a joint meeting among stakeholders from Minto, Mapleton, and Wellington North. Funding support from the RED program to cover associated costs, demonstrating the program's commitment to fostering collaboration and knowledge-sharing among rural communities.

Business Guide Development: Highlight ongoing collaboration with local Chambers of Commerce to develop a comprehensive business guide. Underscore the guide's role in facilitating marketing and promotional activities to enhance downtown visibility and attract investment.

Downtown BR+E Initiative: Conduct a comprehensive BR+E assessment targeting downtown businesses in Arthur and Mount Forest. Engage with a representative sample of businesses to identify challenges, opportunities, and strategic priorities for retention and expansion.

Security Solutions: Address security concerns, such as break-ins, by proposing the support of businesses installing downtown security cameras or other viable solutions. Accentuate the role of enhanced security measures in fostering a safe and welcoming environment conducive to economic activity.

Downtown Wi-Fi Implementation: Advocate for the implementation of downtown Wi-Fi infrastructure in Arthur to enhance connectivity and digital accessibility. Position Wi-Fi deployment as a catalyst for economic growth, supporting local businesses and attracting visitors to the downtown area.

Conclusion:

The proposed downtown revitalization project aligns closely with the objectives of the RED program, offering a holistic approach to fostering economic development in rural Ontario. By

leveraging funding support and strategic partnerships, the project aims to transform downtown areas in Arthur and Mount Forest into vibrant, resilient economic hubs. Through comprehensive initiatives spanning business retention, community engagement, and infrastructure enhancement, the project seeks to unlock the full potential of our rural community and ensure their continued participation in Ontario's economic prosperity.

CONSULTATION

Arthur and Mount Forest Business Improvement Areas

Arthur and Mount Forest Chamber of Commerce

Town of Minto

FINANCIAL CONSIDERATIONS

The following sources of financing will provide the Township with enough funds to cover the 50% needed if we are successful in receiving the RED grant from OMAFRA;

- The County of Wellington BR+E Implementation Fund provides \$25,000 annually to support projects that are based on local municipal priorities. We would consider spreading the application over a two-year period which would give us access to the \$25,000 BR&E fund in 2024 as well as 2025.
- We have been made aware of a \$5,000 Downtown Revitalization fund that we could access from the County of Wellington.
- Township staff will hold discussions with the Arthur and Mount Forest BIA's as well as the Arthur and Mount Forest Chambers of Commerce over what kind of support can be offered to help fund these initiatives whether financial or manpower.
- Our fellow partners in the North, Minto and Mapleton will also be providing a small financial contribution, in kind, and/or a letter of support.

ATTACHMENTS

STRATEGIC PLAN 2024

- Shape and support sustainable growth

How:

- Deliver quality, efficient community services aligned with the Township's mandate and capacity

How: The RED funding allows the township to deliver and expand local business retention and expansion programming through leveraging provincial funds and working with local partners.

- Enhance information sharing and participation in decision-making

How:

N/A Core-Service

Approved by: Brooke Lambert, Chief Administrative Officer

2/20/24

Township of Wellington North
VENDOR CHEQUE REGISTER REPORT
Payables Management

Cheque Number	Vendor Cheque Name	Cheque Date	Amount
80125	BELLAMY CONTRACTING SERVICES L	2/08/24	\$254.25
80126	County of Grey	2/08/24	\$4,917.54
80127	Jim's Auto Service	2/08/24	\$129.39
80128	Mount Forest Foodland	2/08/24	\$39.90
80129	Miller Aggregates	2/08/24	\$2,250.96
EFT0006236	Arthur Home Hardware Building	2/08/24	\$21.53
EFT0006237	Cimco Refrigeration	2/08/24	\$3,355.89
EFT0006238	County of Wellington	2/08/24	\$275.92
EFT0006239	Duncan, Linton LLP, Lawyers	2/08/24	\$7,520.04
EFT0006240	Hurononia Welding	2/08/24	\$1,843.55
EFT0006241	Maple Lane Farm Service Inc.	2/08/24	\$502.87
EFT0006242	Martin Drainage	2/08/24	\$7,748.41
EFT0006243	Midwest Co-operative Services	2/08/24	\$6,835.24
EFT0006244	Pryde Truck Service Ltd.	2/08/24	\$12,019.40
EFT0006245	R&R Pet Paradise	2/08/24	\$2,419.92
EFT0006246	Risolv IT Solutions Ltd	2/08/24	\$10,407.37
EFT0006247	Saugeen Valley Conservation	2/08/24	\$417.63
EFT0006248	Triton Engineering Services	2/08/24	\$31,154.35
EFT0006249	Work Equipment Ltd.	2/08/24	\$64.26
80130	Assoc Ont Road Superintendents	2/13/24	\$254.25
80131	Arthur ACE Hardware	2/13/24	\$19.66
80132		2/13/24	\$300.00
80133	Chalmers Fuels Inc	2/13/24	\$1,124.32
80134	Eastlink	2/13/24	\$536.75
80135	Eramosa Engineering Inc.	2/13/24	\$7,488.60
80136	Firechek Protection Services I	2/13/24	\$1,432.20
80137	Horrigan Overhead Doors 2019	2/13/24	\$496.52
80138	Hydro One Networks Inc.	2/13/24	\$974.38
80139	JBF Controls Ltd	2/13/24	\$2,486.00
80140	KLAAS SWAVING LTD.	2/13/24	\$1,209.10
80141	MarDale Cleaning Inc	2/13/24	\$271.20
80142	Municipal Equipment	2/13/24	\$768.40
80143	O.M.F.P.O.A.	2/13/24	\$150.00
80144	OMTRA	2/13/24	\$282.50
80145	Peavey Mart	2/13/24	\$65.52
80146	PepsiCo Beverages Canada	2/13/24	\$693.36
80147	Premier Equipment Ltd.	2/13/24	\$618.85
80148	Principles Integrity	2/13/24	\$1,412.50
80149	Royal Bank Visa	2/13/24	\$14,069.26
80150		2/13/24	\$26,363.00
80151	Staples Professional	2/13/24	\$455.46
EFT0006250	Arthur Home Hardware Building	2/13/24	\$109.60
EFT0006251	B & I Complete Truck Centre	2/13/24	\$2,299.26
EFT0006252	B M Ross and Associates	2/13/24	\$8,654.56
EFT0006253	Broadline Equipment Rental Ltd	2/13/24	\$42.07
EFT0006254	Canada's Finest Coffee	2/13/24	\$135.50
EFT0006255	CARQUEST Arthur Inc.	2/13/24	\$483.56
EFT0006256	Decker's Tire Service	2/13/24	\$1,384.25
EFT0006257	Delta Elevator Co. Ltd.	2/13/24	\$493.38
EFT0006258	Duncan, Linton LLP, Lawyers	2/13/24	\$4,091.06

Cheque Number	Vendor Cheque Name	Cheque Date	Amount
EFT0006259	Excel Business Systems	2/13/24	\$55.69
EFT0006260	FOSTER SERVICES/822498 ONT INC	2/13/24	\$2,635.73
EFT0006261	Hort Manufacturing (1986) Ltd.	2/13/24	\$351.29
EFT0006262	Ideal Supply Inc.	2/13/24	\$78.60
EFT0006263	J.A. Porter Holdings (Lucknow)	2/13/24	\$1,236.84
EFT0006264	KORE Mechanical Inc.	2/13/24	\$1,447.22
EFT0006265	Maple Lane Farm Service Inc.	2/13/24	\$22.60
EFT0006266		2/13/24	\$344.99
EFT0006267		2/13/24	\$100.00
EFT0006268	Midwest Co-operative Services	2/13/24	\$2,274.07
EFT0006269	Ontario One Call	2/13/24	\$136.55
EFT0006270	PACKET WORKS	2/13/24	\$169.50
EFT0006271	Parks and Recreation Ontario	2/13/24	\$2,062.25
EFT0006272	PETRO-CANADA	2/13/24	\$3,877.42
EFT0006273	Purolator Inc.	2/13/24	\$17.88
EFT0006274	R&R Pet Paradise	2/13/24	\$3,997.94
EFT0006275	Reeves Construction Ltd	2/13/24	\$1,066.93
EFT0006276	Resurfice Corporation	2/13/24	\$305.10
EFT0006277	ROBERTS FARM EQUIPMENT	2/13/24	\$41.74
EFT0006278	Saugeen Community Radio Inc.	2/13/24	\$1,356.00
EFT0006279	Stephen Hale	2/13/24	\$1,570.70
EFT0006280	Sterling Backcheck Canada Corp	2/13/24	\$138.43
EFT0006281	Suncor Energy Inc.	2/13/24	\$16,646.99
80152	Abell Pest Control Inc	2/14/24	\$73.74
80153	Arthur ACE Hardware	2/14/24	\$50.68
80154	B. Edwards Transfer Ltd	2/14/24	\$5,650.00
80155	Bi-Tech Contracting Inc.	2/14/24	\$2,497.30
80156	C & S AUTO ACCESSORIES	2/14/24	\$824.90
80157	Chalmers Fuels Inc	2/14/24	\$5,744.07
80158		2/14/24	\$337.20
80159	The Ontario Aggregate Resource	2/14/24	\$1,183.00
80160	Tom Shupe Plumbing & Heating	2/14/24	\$1,162.71
80161	Enbridge Gas Inc.	2/14/24	\$10,403.40
EFT0006282	ALS Canada Ltd.	2/14/24	\$1,081.98
EFT0006283	Arthur Chrysler Dodge Jeep Lim	2/14/24	\$241.88
EFT0006284	Arthur Home Hardware Building	2/14/24	\$64.79
EFT0006285	Arthurs Fuel	2/14/24	\$2,246.75
EFT0006286	B M Ross and Associates	2/14/24	\$2,794.16
EFT0006287	Broadline Equipment Rental Ltd	2/14/24	\$132.78
EFT0006288	CARQUEST Arthur Inc.	2/14/24	\$18.65
EFT0006289	Cedar Signs	2/14/24	\$601.86
EFT0006290	Delta Elevator Co. Ltd.	2/14/24	\$513.79
EFT0006291	Duncan, Linton LLP, Lawyers	2/14/24	\$2,357.96
EFT0006292		2/14/24	\$203.74
EFT0006293		2/14/24	\$76.00
EFT0006294	Suncor Energy Inc.	2/14/24	\$11,704.92
EFT0006295	Saugeen Valley Conservation	2/14/24	\$3,943.00
EFT0006296	Teviotdale Truck Service & Rep	2/14/24	\$325.44
EFT0006297	Wellington Comfort Systems Ltd	2/14/24	\$591.93
EFT0006298	Wellington North Power	2/14/24	\$2,525.74
EFT0006299	Work Equipment Ltd.	2/14/24	\$707.27
EFT0006300	Young's Home Hardware Bldg Cen	2/14/24	\$189.01
Total Amount of Cheques:			\$269,526.60



TOWNSHIP OF WELLINGTON NORTH

TO: Mayor and Council

DATE: 2024-02-26

MEETING TYPE: Open

SUBMITTED BY: Brooke Lambert, Chief Administrative Officer

REPORT #: CAO 2024-004

REPORT TITLE: Shared Fire Services Management Agreement

RECOMMENDED MOTION

THAT the Council of the Corporation of the Township of Wellington North receive Report CAO 2024-004;

AND THAT Council endorses the continuation of the Shared Fire Services Management Agreement with the Town of Minto and expansion of the partnership to include the Township of Mapleton;

AND FURTHER THAT Council authorizes the Clerk and the Mayor to sign the By-law to enter into the partnership agreement;

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

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

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

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

PREVIOUS REPORTS/BY-LAWS/RESOLUTIONS

- CLOSED CAO 2024-001

- CAO 2023-012 Wellington North Fire Services Review
- CAO 2023-003 Municipal Modernization & Efficiency Project(s) Update
- DCF 2021-004 Fire Service Modernization

BACKGROUND

In 2023, an extensive review of the Shared Fire Chief Agreement was conducted in order to identify the benefits and challenges associated with the partnership that began in May 2020. The results of this review were outlined in Council report CAO 2023-012 (October 2023), with Council approving direction to continue with the partnership and expand the model to a Shared Fire Management Services agreement.

Since that time, discussions between the Town of Minto and the Township of Wellington North were broadened to examine the potential of adding a third party to the agreement. The Township of Mapleton has since indicated its desire to join the agreement. The Council's of each municipality have received updates throughout this process. The Shared Fire Services Management Team Agreement (Attachment 1) included in this report for Council consideration, reflects the revised structure including all three municipalities.

ANALYSIS

As part of the new agreement, the Town of Minto would employ all 6 personnel on the management team and they would in effect be Minto employees. Minto would contract out the services of the team to both Wellington North and Mapleton at a cost sharing reflected in the attached agreement. District Fire Chiefs and volunteer staff in Wellington North (Mount Forest and Arthur) will remain employees of the Township of Wellington North.

A joint oversight committee would be struck consisting of the CAO's and 3 Council representatives from all 3 municipalities. The committee would review the budget and work plans of the Fire Service Management Team and assist in setting the direction of the team. The management team would still be responsible for reporting to all three Councils on a regular basis as well as preparing a budget for each Council to consider.

All three municipalities will pass by-laws appointing the Fire Service Management Team personnel as representatives of their municipality as well as their Fire Chief and Deputy Chiefs.

Further, the addition of a third party (Mapleton) to the Shared Fire Services Management Team is beneficial in several ways:

- Allows the team to be expanded to include additional areas of professional expertise – better supporting each of the local fire services as needed;
- Allows a revised cost sharing structure with 40 percent to be covered by the Town of Minto, 30 percent by Wellington North and 30 percent from the Township of Mapleton;
- Will provide greater opportunities to share resources and specialized equipment – and do longer term planning that reflects the co-operative nature of the fire services for all three municipalities;

- Includes a new governance model that provides oversight to the management team by all three municipalities yet still allows for individual Council engagement and decision making; and
- Significant savings in the fire administration budget are forecasted to be achieved that can be reinvested in other fire department projects without the need to increase the overall operating budget.

CONSULTATION

Staff have consulted with the administration and Council's of the Town of Minto, Township of Mapleton and the Township of Wellington North. Fire services staff have also received updates as appropriate throughout the review and next steps.

FINANCIAL CONSIDERATIONS

Capital – Capital planning and approvals will continue to be approved by Council. It is anticipated that this partnership will allow for future opportunities to collaborate on larger capital (equipment) expenditures to the benefit of the fire services overall.

Operating – It is anticipated that this partnership will allow for cost savings related to the operating budget in terms of staffing costs. No additional funding for 2024 is required and savings will be monitored over the course of the year.

Staffing Implications – Staffing for the shared management team will be coordinated and administered by the Town of Minto. Wellington North will work with any impacted staff to ensure a seamless transition.

ATTACHMENTS

Share Fire Services Management Team Agreement as in a By-law in this agenda

STRATEGIC PLAN 2024

- Shape and support sustainable growth
How:
- Deliver quality, efficient community services aligned with the Township's mandate and capacity

How: The Shared Fire Services Management Partnership is one example of how the Township can work with others to leverage limited resources to maintain the quality of service level required in an increasingly challenging fiscal and legislative environment.

- Enhance information sharing and participation in decision-making

How:

N/A Core-Service

Approved by: Brooke Lambert, Chief Administrative Officer

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

BY-LAW NUMBER 014-2024

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN
AGREEMENT BETWEEN THE CORPORATION OF THE
TOWNSHIP OF SOUTHGATE AND THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH**

WHEREAS The Corporation of the Township of Wellington North and the Township of Southgate, wish to enter into an agreement for the Mount Forest and District Sports Complex.

**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 for the Mount Forest and District Sports Complex with the Township of Southgate in substantially the same form as the agreement attached hereto as Schedule "A".
2. That the Mayor and the Clerk of the Corporation of the Township of Wellington North are hereby authorized and directed to execute the said agreement and all other documentation required on behalf of the Corporation.

READ PASSED THIS 26TH DAY OF FEBRUARY, 2024.

ANDREW LENNOX, MAYOR

KARREN WALLACE CLERK

THIS AGREEMENT made in duplicate this ____ day of February 2024

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
(hereinafter called "Wellington North") of the FIRST PART

And

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE
(hereinafter called "Southgate") of the SECOND PART

WHEREAS the Council of Wellington North has established the Mount Forest and District Sports Complex (hereinafter called "the Facility") at 850 Princess Street, Mount Forest which, in part, provides recreational services for residents of Southgate;

AND WHEREAS the Council of Wellington North has established a Recreation Team to provide for the operation, maintenance and management of said facility;

AND WHEREAS the Facility is comprised of different sized rooms intended for use on a rental basis by individuals and organizations for social and business gatherings and a Facility providing an ice surface to be used for different "ice oriented" activities including related dressing rooms, a seating area, and a reception lobby;

AND WHEREAS Southgate wishes to provide financial assistance to Wellington North for only the operations of the "ice oriented" part of the Facility;

AND WHEREAS each of the Parties hereto wish to clarify its obligations to the other Party with respect to these matters and to identify more particularly the powers of the Wellington North Recreation Team in relation to the management of this Facility;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants of each Party, the one with the other, the Parties hereto covenant and agree and follows:

1. The Recreation Team of Wellington North under the direction of the Chief Administrative Office (hereinafter called the "CAO") will provide direction for the management of the Mount Forest and District Sports Complex and the

programs offered therein (hereinafter called the "Facility") on behalf of Wellington North.

2. The CAO, or designate, will report in writing to Wellington North Council on the operation of the Facility on an annual basis. The report will include financial information and general information with respect to the operations of the facility including information on events being held, major maintenance and repairs, seasonal operations, etc.
3. Periodically report to Wellington North Council on net annual revenue, operating and capital costs, including grants, for which Southgate is providing assistance, which includes year-round "ice oriented" or "ice surface" activities at the Facility.
4. An amount of \$25,000 will be paid to the Township of Wellington North by the Township of Southgate on an annual basis by the first of March each year. A copy of the annual report related to the Facility will also be forwarded to Southgate Council for information.
5. This is a 5-year agreement starting January 1, 2024 and terminating on December 31, 2028
6. Southgate, as part of this agreement, shall delegate representation related to the Facility to the Chief Administrative Officer, and will participate in discussions and any potential decisions as per the Standard Operating Procedure (SOP) included in this agreement as "Schedule A".

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF each of the parties hereto affixed its corporate seal as attested to by the proper officers duly authorized in that behalf.

THE CORPORATION OF THE TOWNSHIP
OF WELLINGTON NORTH

Andrew Lennox, Mayor

Karren Wallace, Clerk

THE CORPORATION OF THE TOWNSHIP
OF SOUTHGATE

Brian Milne, Mayor

Lindsey Green, Clerk

Schedule A
to the Wellington North-Southgate Recreation Agreement

Standard Operating Procedure

WELLINGTON NORTH RECREATION VISION STATEMENT

Ensuring affordable, inclusive, and high-quality recreation, parks and leisure opportunities through effective communication and combined community efforts.

ROLE/PURPOSE

This Standard Operating Procedure will guide any discussions or potential for decision making around the Mount Forest and District Sports Complex by the Township of Wellington North and the Township of Southgate. This Standards Operating Procedure may also be employed if there are other recreation matters of joint interest.

1. Identification of issue of joint interest by municipal CAO (either)
2. Matter is discussed at the CAO level and municipal and or other stakeholder consultation conducted (if required)
3. CAOs to seek common recommendations or alternatives based on municipal perspective.

If matter is for information:

4. CAO to circulate recommendations internally to a) staff and b) Council (if required). This could be done formally or informally as appropriate.
5. Any feedback will be provided to the CAO for subsequent discussions between Township administration.

If matter is for decision:

6. Steps 1 - 5 above.
7. WN CAO to prepare a staff report for Council Consideration – Recommendations may be contingent upon Southgate Council approval.
8. Following WN Council decision, staff report submitted to Southgate Council for decision (next possible meeting).
9. CAOs to implement any follow-up from discussions.

GUIDING PRINCIPLES

The guiding principles articulate the core beliefs, values, and overall direction that the Township of Wellington North and its partners should strive to achieve over time.

1. Opportunities for All: Foster community and individual wellbeing through accessible and inclusive leisure opportunities for people of all ages and abilities.
2. Meaningful Engagement & Communication: Effectively share information and involve residents in decisions impacting their community.
3. Working Together to Achieve Shared Goals: Engage and support volunteers and community partners in the coordinated delivery of initiatives that enhance public access to needed services and facilities.
4. Responsive Facilities, Parks & Trails: Provide a range of thoughtfully designed amenities that respond to demonstrated needs, with a view toward maximizing public access, utilization and sustainability.
5. Customer-Focused Services: Demonstrate accountability by upholding consistently high standards in customer service, programs and policies, and maintenance practices.
6. Commitment Toward Financial Sustainability: Provide value through the efficient use of resources, balanced application of user fees, integrated decision-making and pursuit of non-municipal funding sources.

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

BY-LAW NUMBER 015-2024

**BEING A BY-LAW TO AUTHORIZE THE PURCHASE OF REAL
PROPERTY BEING 213 GORDON STREET, FORMERLY VILLAGE
ARTHUR NOW TOWNSHIP OF WELLINGTON NORTH**

WHEREAS it is deemed to be in the best interests of The Corporation of the Township of Wellington North to acquire the following lands:

213 Gordon Street, Township of Wellington North

***NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH*** enacts as follows:

1. THAT the corporation is authorized to enter into an Agreement of Purchase and Sale agreement with 10002107230 Ontario Inc. for the purchase price of \$700,000.00 in substantially the same form as the agreement attached hereto as Schedule "A".
2. THAT Council waives the condition in the Agreement of Purchase and Sale requiring an appraisal by an Accredited Appraiser Canadian Institute member for land valuation.
3. THAT the Mayor and the Clerk are hereby authorized and directed to take such and authorize such documents as in the municipal solicitor's opinion are necessary or advisable to carry out the terms of the said agreement.

READ AND PASSED THIS 26TH DAY OF FEBRUARY, 2024.

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK



Agreement of Purchase and Sale

Form 100

for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 25 day of January 2024

BUYER: The Corporation of the Township of Wellington North, agrees to purchase from
(Full legal names of all Buyers)

SELLER: 1000210723 Ontario Inc., the following
(Full legal names of all Sellers)

REAL PROPERTY:

Address 213 Gordon Street, Arthur ON N0G 1A0

fronting on the East side of Gordon Street

in the Town of Arthur

and having a frontage of 318.00ft or 96.9m Meters more or less by a depth of 720.0ft or 219.45m Meters more or less

and legally described as
Please see Schedule A for full legal description

(Legal description of land including easements not described elsewhere) (the "property")

PURCHASE PRICE: Dollars (CDN\$) 700,000.00
Seven Hundred Thousand Dollars

DEPOSIT: Buyer submits upon acceptance
(Herewith/Upon Acceptance/as otherwise described in this Agreement)
One Hundred Thousand Dollars (CDN\$) 100,000.00

by negotiable cheque payable to RE/MAX REALTY SPECIALISTS INC "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

SCHEDULE(S) A SCHEDULE B attached hereto form(s) part of this Agreement.

1. IRREVOCABILITY: This offer shall be irrevocable by Buyer until 6 on the 26
(Seller/Buyer) (a.m./p.m.)
day of January 2024, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. COMPLETION DATE: This Agreement shall be completed by no later than 6:00 p.m. on the 13 day of March 2024. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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3. **NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **The Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices where the Brokerage represents both the Seller and the Buyer (multiple representation) or where the Buyer or the Seller is a self-represented party.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.: (For delivery of Documents to Seller) FAX No.: (For delivery of Documents to Buyer)

Email Address: (For delivery of Documents to Seller) Email Address: (For delivery of Documents to Buyer)

4. **CHATELS INCLUDED:**

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. **FIXTURES EXCLUDED:**


6. **RENTAL ITEMS (Including Lease, Lease to Own):** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

7. **HST:** If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be **in addition to** the Purchase Price. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the sale of the property is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 

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8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 4 day of March, 2024, (Requisition Date) to examine the title to the property at Buyer's own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy Buyer that there are no outstanding work orders or deficiency notices affecting the property, and that its present use (M1-2) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.

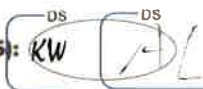
10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telecommunication services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telecommunication lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.

11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries of each party to the office of the lawyer for the other party or such other location agreeable to both lawyers.

12. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller. **The Buyer acknowledges having the opportunity to include a requirement for a property inspection report in this Agreement and agrees that except as may be specifically provided for in this Agreement, the Buyer will not be obtaining a property inspection or property inspection report regarding the property.**

14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 

- 15. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at Seller's expense to obtain any necessary consent by completion.
- 16. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O. 1990.
- 17. **RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada; (b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.
- 18. **ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
- 19. **PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
- 20. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
- 21. **TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Lynx high value payment system as set out and prescribed by the *Canadian Payments Act (R.S.C., 1985, c. C-21)*, as amended from time to time.
- 22. **FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 unless the spouse of the Seller has executed the consent hereinafter provided.
- 23. **UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing urea formaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains urea formaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
- 24. **LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice.
- 25. **CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
- 26. **AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
- 27. **ELECTRONIC SIGNATURES:** The parties hereto consent and agree to the use of electronic signatures pursuant to the *Electronic Commerce Act, 2000, S.O. 2000, c17* as amended from time to time with respect to this Agreement and any other documents respecting this transaction.
- 28. **TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 

29. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of:

DocuSigned by:
IN WITNESS whereof I have hereunto set my hand and seal:

Karren Wallace

1/25/2024

(Witness)

Buyer of the Township of Wellington North

(Seal)

(Date)

(Witness)

Buyer of the Township of Wellington North

(Seal)

1/25/2024

Buyer of the Township of Wellington North

(Seal)

(Date)

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

Vishal Member
(Seller) 1000210723 Ontario Inc

2024-01-26

(Witness)

(Seal)

(Date)

(Witness)

(Seller)

(Seal)

(Date)

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O. 1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness)

(Spouse)

(Seal)

(Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed

and written was finally accepted by all parties at 5.50 pm this 2024-01-26 day of 20 (a.m./p.m.)

Vishal Member

(Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S)

Listing Brokerage RE/MAX REALTY SPECIALIST INC 647-989-6725 (Tel. No.)
Vishal Member (Salesperson/Broker/Broker of Record Name)
Co-op/Buyer Brokerage Royal LePage RCR Realty Brokerage 519-323-4145 (Tel. No.)
Melissa Lillico (Salesperson/Broker/Broker of Record Name)

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer. 2024-01-26

Vishal Member
(Seller) 1000210723 Ontario Inc (Date)
(Seller) (Date)
Address for Service (Tel. No.)
Seller's Lawyer
Address
Email
(Tel. No.) (Fax. No.)

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

(Buyer) the Corporation of the Township of Wellington North (Date)
(Buyer) the Corporation of the Township of Wellington North (Date)
Address for Service (Tel. No.)
Buyer's Lawyer
Address
Email
(Tel. No.) (Fax. No.)

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale:
In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale.

Vishal Member
(Authorized to bind the Listing Brokerage)

DocuSigned by:
Melissa Lillico

(Authorized to bind the Co-operating Brokerage)

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Schedule A Agreement of Purchase and Sale

Form 100

for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: The Corporation of the Township of Wellington North, and

SELLER: 1000210723 Ontario Inc.

for the purchase and sale of 213 Gordon Street, Arthur ON NOG 1A0

dated the 25 day of January, 2024

Buyer agrees to pay the balance as follows:

LT 20 SURVEY CHADWICK & ANDERSON'S ARTHUR VILLAGE; LT 58 SURVEY CHADWICK & ANDERSON'S ARTHUR VILLAGE; LT 65 SURVEY CHADWICK & ANDERSON'S ARTHUR VILLAGE; LT 66 SURVEY CHADWICK & ANDERSON'S ARTHUR VILLAGE; LT 67 SURVEY CHADWICK & ANDERSON'S ARTHUR VILLAGE; LT 68 SURVEY CHADWICK & ANDERSON'S ARTHUR VILLAGE; LT 82 SURVEY CHADWICK & ANDERSON'S ARTHUR VILLAGE; LT 83 SURVEY CHADWICK & ANDERSON'S ARTHUR VILLAGE; PT LT 15 SURVEY CHADWICK & ANDERSON'S ARTHUR VILLAGE; PT LT 16 SURVEY CHADWICK & ANDERSON'S ARTHUR VILLAGE; PT LT 19 SURVEY CHADWICK & ANDERSON'S ARTHUR VILLAGE; PT LT 34 SURVEY CHADWICK & ANDERSON'S ARTHUR VILLAGE; PT LT 56 SURVEY CHADWICK & ANDERSON'S ARTHUR VILLAGE; PT LT 57 SURVEY CHADWICK & ANDERSON'S ARTHUR VILLAGE; PT LT 64 SURVEY CHADWICK & ANDERSON'S ARTHUR VILLAGE; PT LT 69 SURVEY CHADWICK & ANDERSON'S ARTHUR VILLAGE; PT LT 70 SURVEY CHADWICK & ANDERSON'S ARTHUR VILLAGE; PT LT 84 SURVEY CHADWICK & ANDERSON'S ARTHUR VILLAGE; PT GORDON AV SURVEY CHADWICK & ANDERSON'S ARTHUR VILLAGE; PT CHADWICK AVE SURVEY CHADWICK & ANDERSON'S ARTHUR VILLAGE; PT O'CONNOR AV SURVEY CHADWICK & ANDERSON'S ARTHUR VILLAGE AS CLOSED BY EN1967; PTS 3, 4 & 5, 61R6558; S/T RO719795; WELLINGTON NORTH SUBJECT TO AN EASEMENT IN GROSS OVER PT 4, 61R6558 AS IN WC251178

The Buyer agrees to pay the balance of the Purchase Price, subject to adjustments, to the Seller on completion of this transaction, with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.

This Offer is conditional upon an appraisal by an Accredited Appraiser Canadian Institute member may be obtained at the sole discretion and expense of The Corporation of the Township of Wellington North.

Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than {6pm} on February 28th, 2024, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein. The Seller agrees to co-operate in providing access to the property for the purpose of fulfilling this condition.

This Offer is conditional upon the Buyer receiving approval from the Council of The Corporation of the Township of Wellington North for this purchase. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than {6pm} on February 28th, 2024, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein. The Seller agrees to co-operate in providing access to the property for the purpose of fulfilling this condition.

The Buyer shall have the right to inspect the property 2 further times prior to completion at a mutually agreed upon time. Seller agrees to all access for any additional visits including appraisal or insurance.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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

BY-LAW NUMBER 016-2024

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT FOR FIRE CHIEF SERVICES BETWEEN THE CORPORATION OF THE TOWN OF MINTO AND THE CORPORATION OF THE TOWNSHIP OF MAPLETON AND THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH AND REPEAL BY-LAW 093-2020

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

1. The Mayor and Clerk are authorized and directed to execute a Fire Chief Services Agreement in the form, or substantially the same form, as attached in Schedule 1.
2. THAT This By-law shall come into full force and effect upon April 1, 2024
3. THAT By-law 093-2020 shall be repealed effective April 1, 2024

READ AND PASSED THIS 26TH DAY OF FEBRUARY 2024.

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

**THIS AGREEMENT made this 26th day of February, 2024
BETWEEN:**

THE CORPORATION OF THE TOWN OF MINTO
(Hereinafter called “**Minto**”)

THE PARTY OF THE FIRST PART

-and-

THE CORPORATION OF THE TOWNSHIP OF MAPLETON
(Hereinafter called “**Mapleton**”)

THE PARTY OF THE SECOND PART

-and-

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
(Hereinafter called “**Wellington North**”)

THE PARTY OF THE THIRD PART

WHEREAS Subsection 2 (5) of the *Fire Protection and Prevention Act*, 1997, S.O. 1997, Chapter 4, as amended (“*FPPA*”), authorizes a municipality to enter into agreements with other municipalities to provide and/or receive fire protection services;

AND WHEREAS Subsection 6 (2) of the *FPPA*, authorizes the councils of two or more municipalities to appoint one fire chief for two or more fire departments;

AND WHEREAS Minto operates fire protection services and manages assets suitable to meet municipal responsibilities required by *FPPA*;

AND WHEREAS Mapleton and Wellington North wishes to engage Minto to provide Fire Management Services to the operation of Mapleton’s fire protection services, as well as Wellington North’s fire protection services and Minto agrees to do so, on the terms and condition set out in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, conditions, considerations and payments herein contained, Minto, Mapleton and Wellington North mutually agree as follows:

1. **Definitions**

In this Agreement:

- a. "Fire Chief" means the Chief of the Fire Department appointed under subsection 6(2) of *FPPA*;
- b. "Fire Department" means the fire departments of Mapleton and Wellington North with the duties and responsibilities assigned by *FPPA*;
- c. “Fire Services Management Team” aka FSMT means the employees reporting directly to the Director of Fire Services in accordance with section 2 (c) of Schedule A to this Agreement;
- d. "Mapleton CAO" means the Chief Administrative Officer for Mapleton; and,
- e. "Minto CAO" means the Chief Administrative Officer for Minto.
- f. "Wellington North CAO" means the Chief Administrative Officer for Wellington North.

2. **Term of Agreement**

The provision of the Services under this Agreement will commence on April 1, 2024 and will automatically terminate on April 1, 2034 (the "Term"), subject to extension or earlier termination in accordance with this Agreement.

3. **Appointment of Fire Chief/Deputy Chiefs**

The Mapleton and Wellington North Councils will appoint, by way of a by-law, Minto's Fire Chief to also act as Mapleton's Fire Chief and Wellington North's Fire Chief for the duration of the Term as well as two Deputy Chiefs to act as Mapleton's Deputy Chiefs and Wellington North's Deputy Chiefs.

4. **Fire Management Services**

Subject to the terms and conditions of this Agreement, Minto will provide to Mapleton and Wellington North, Fire Management Services as set out in Schedule A attached hereto (the "Services") for the duration of the Term.

All members of the Fire Services Management Team shall be employees of the Town of Minto. Notwithstanding this, the FSMT shall report to all Municipal Councils involved in this agreement regarding fire protection for each municipality and will report on a day-to-day basis to each municipality's CAO.

5. **Fee-for-Service**

In consideration for the Services provided hereunder, Mapleton and Wellington North will pay to Minto the fee-for-service as set out in Schedule B attached hereto (the "Fee-for-Service").

6. **Obligations of Mapleton and Wellington North**

Mapleton and Wellington North represents and warrants to Minto that Mapleton and Wellington North will be solely responsible for ensuring:

- a. adequate insurance coverage is provided for the fire personnel, equipment, buildings and potential liabilities of Mapleton; and,
- b. Mapleton and Wellington North supports and works cooperatively with the Fire Management Team in order to operate the Mapleton Fire Department and Wellington North Fire Services respectively.

7. **Obligations of Minto**

Minto represents and warrants to Mapleton and Wellington North that Minto will be responsible for ensuring:

- a. Mapleton and Wellington North are advised of any changes in employment of the FSMT and that the appropriate by-laws are passed and all obligations will continue to be met;
- b. the FSMT provides the Services and fulfills the obligations as set out in this Agreement.

8. **Obligations of the Fire Management Team**

In addition to the Fire Management Services as set out in Schedule A attached hereto, the FSMT will be responsible for recommending the appropriate level of resources to Mapleton Council and Wellington North Council respectively as required to ensure:

- a. a competent and functional management team exists, pursuant to this Agreement, to provide proper management services to both the Minto Fire Department, the Mapleton Fire Department and the Wellington North Fire Services;
- b. adequate facilities, equipment and personnel are provided for the operation of the Mapleton Fire Department and Wellington North Fire Services, including, but not limited to, a functional staff complement who have the

skills, abilities and experiences to, and do, properly perform the duties and responsibilities of their respective positions. In consultation with Mapleton's CAO and Wellington North's CAO, the FSMT is responsible and has authority for the hiring, dismissal and discipline of the staff complement, in accordance with Mapleton's Human Resource Policies and Wellington North's Human Resource Policies respectively;

- c. adequate and appropriate fire protection service levels are provided to Mapleton and Wellington North; and,
- d. proper management of the Mapleton Fire Department and Wellington North Fire Services in accordance with good management principles (including, but not limited to, provincially—recognized standards, policies and procedures on proper governance for Fire Departments) and legal advice as and when received.

9. **Oversight**

An advisory committee will be formed consisting of the CAO and one (1) member of Council from each municipality who shall meet at least one time per year with the FSMT to discuss performance and budget related items. Other meetings may be called by the FSMT or any of the CAO's as deemed necessary.

A joint hiring team consisting of any of the following may be used to hire the top levels of the management team: Human Resources Managers, CAO's or other senior management team members from either municipality.

10. **Insurance**

Mapleton and Wellington North will pay for and maintain for its own benefit and for Minto's benefit, with insurers or through the appropriate governmental department, appropriate insurance concerning the Mapleton Fire Department and Wellington North Fire Services and the Fire Management Services provided by Minto hereunder to Mapleton and Wellington North, including, but not limited to, liability and property damage insurance. Mapleton and Wellington North will each provide Minto with satisfactory confirmation of its compliance with this Section 9 and/or copies of the insurance policies when requested by Minto. Minto agrees that anyone claiming by, through, under or on behalf of Mapleton or Wellington North will have no claim, right of action or right of subrogation against Minto based on any loss or liability insurance under the above insurance.

11. **Indemnity**

Mapleton and Wellington North will each fully indemnify and save Minto, as well as all of its respective officers, councillors, employees (including, but not limited to, the FSMT), independent contractors and agents (collectively, "Minto indemnitees" under this Section 10) harmless from and against any and all costs (including, but not limited to, costs resulting from orders, awards, settlements, penalties, fines, damages, expenses, interest, legal fees, disbursements and applicable taxes) incurred by any of the Minto indemnitees as a result of any claims, actions, causes of action, demands, complaints, applications, investigations or similar proceedings, which result from, or relate to, directly or indirectly:

- a. any act, neglect, default, or breach of applicable law, of or by any of the Minto indemnitees in respect of the provision or non-provision of the Services, and/or otherwise as a result of this Agreement; and/or,
- b. any act, neglect, default, or breach of applicable law, of or by Mapleton and/or Wellington North and/or any of its respective officers, councillors, employees, independent contractors and/or agents.

Notwithstanding the foregoing, it is understood and agreed that Mapleton or Wellington North will not indemnify and save harmless the Minto indemnitees for any such costs that:

- (i) result from the negligence of the Minto indemnities;
- (ii) arise from any breach by the Minto indemnities of any provision of this Agreement; or ,
- (iii) that directly result from any act, neglect, default, or breach of applicable law, of or by any of the Minto indemnitees performed in bad faith.

12. Nature of Relationship

- a. Minto is not, nor is any person employed or retained by Minto in the provision of the Services, an employee of Mapleton or Wellington North, and no other relationship, including a partnership or a principal and agency relationship, is created by this Agreement. The relationship created by this Agreement is exclusively that of independent contractor.
- b. Minto will at all times act in its own capacity and right solely as an independent contractor in the provision of the Services under this Agreement and, except as may be expressly provided in this Agreement, Minto will have full discretion as to the means, method and manner of providing the Services and will not be subject to the control and/or direction of Mapleton or Wellington North in doing so.
- c. With approval from Mapleton and Wellington North, Minto may extend this agreement to include another fire department in the sharing of fire management services. Doing so may require the hiring of additional personnel for the FSMT which requires the approval of both Minto, Mapleton and Wellington North Councils.

13. Dispute Resolution

- a. If, during the Term, a dispute or disagreement arises between the parties that cannot be resolved by the FSMT, then the parties agree to participate in the following dispute resolution procedure:
 - (i) Upon the written request by either party to the other party, the nature of the dispute or disagreement shall be brought to the attention of each party's CAO, or his or her designate. The CAOs will meet with a view to amicably resolving any dispute or disagreement with respect to any matter in this Agreement, the interpretation thereof, or the performance by the parties.
 - (ii) If the CAOs fail to resolve the dispute within 15 calendar days following the date of their meeting, then they shall each prepare a written report to their respective Councils. The Council of Minto, the Council of Mapleton and the Council of Wellington North each agree to appoint two (2) members to work with two (2) members of each of the other municipalities to resolve the dispute or disagreement. Any other municipality who may join this agreement will be entitled to appoint two (2) members as well to assist in resolving the dispute.
 - (iii) All reasonable requests for information regarding the dispute or disagreement made by one participant of this dispute resolution process to that participant's counterpart in the process, except for any confidential information, information subject to solicitor client privilege or information that has no relevance to the dispute or disagreement in question, shall be honoured in order that each of the parties may be fully advised of the other's position.

- (iv) In the event that the designated Council representatives cannot resolve the dispute within 45 days of the first meeting between the parties, or within such other period of time as the parties may have agreed, either party may, with written notice to the other party, submit the dispute or disagreement to arbitration in accordance with the provisions of the *Arbitration Act* (Ontario), subject to Subsection 12 b. below.
- b. The party wishing to commence arbitration shall give the other party a written notice describing the dispute or disagreement to be arbitrated. Any arbitration will be carried out by a single arbitrator, who has been chosen jointly by both parties. In the event that the parties cannot agree on an arbitrator, either party shall be at liberty to apply to the Superior Court of Justice to have one appointed. The costs and expenses of arbitration will be allocated by the arbitrator between the parties, as the arbitrator determines in accordance with applicable law.
 - c. Except where clearly prevented by a dispute or disagreement that arises under this Agreement, Minto will continue to provide the Services under this Agreement while the dispute or disagreement is being resolved in accordance with this Section, unless and until the provision of such Services is terminated or expires in accordance with the Termination provisions of this Agreement.

14. Termination

- a. Minto's provision of the Services under this Agreement shall automatically terminate / expire at the end of the Term, without any further notice or compensation in lieu of notice owed, unless Mapleton and/or Wellington North and Minto enter into a written agreement, no later than 6 months before the expiry of the current agreement, to extend the provision of the Services beyond the end of the Term that sets out the terms and conditions of such extension.
- b. Minto's provision of the Services under this Agreement may also be terminated, at any time before the end of the Term, as follows:
 - (i) By either party, without cause, upon giving at least 180 days' written advance notice to the other party of the termination date.
 - (ii) By either party, for cause, without any obligation to provide any advance notice or compensation in lieu of notice to the other party for a breach of this Agreement committed by the other party, including, but not limited to, any breach by Mapleton of its obligations under Section 6 of this Agreement.
 - (iii) By Minto if it is unable to provide the Services under this Agreement, including, but not limited to, in the event a majority of the FSMT terminates employment and not sufficient staff remains to perform the functions of a fire services management.
 - (iv) By mutual agreement of both parties.

The parties agree that these Termination provisions are fair and reasonable, and are in full satisfaction of any and all entitlements (statutory, contractual, common law and/or otherwise) resulting from the termination of the Services under this Agreement. The parties further agree that, if a party terminates Minto's provision of the Services under this Agreement in accordance with these Termination provisions, the other party will have no action, cause of action, claim or demand against the terminating party or any other person or organization as a consequence of such termination and, in particular, the terminating party will

not be liable to the other party and/or any of its officers, councillors, employees, independent contractors or agents for damages on account of the termination of the provision of the Services under this Agreement.

- c. Notwithstanding, if one party uses the powers contained herein to exit the agreement, the agreement will still remain binding to the remaining two parties and will remain enforceable as such.

15. General

a. **Choice of Law**

The provisions of this Agreement shall be construed and interpreted in accordance with the laws of the province of Ontario and the laws of Canada applicable therein.

b. **Interpretation**

This Agreement has been submitted to the scrutiny of all parties to this Agreement and shall be given as fair and reasonable interpretation as possible without consideration or weight being given to the Agreement having been drafted by any party to this Agreement or its counsel.

c. **Sections and Headings**

The division of this Agreement into Articles and Sections and the insertion of headings are for the convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" or similar expressions refer to this Agreement and not to any particular Section or other portion hereof and include any agreement or instrument supplemental or ancillary hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Sections and Schedules are to Sections and Schedules of this Agreement.

d. **Benefit of Agreement**

This Agreement shall ensure to the benefit of and be binding upon the successors and assigns of Mapleton, Wellington North and Minto, respectively.

e. **Entire Agreement**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement in respect of the period commencing April 1, 2024, and cancels and supersedes any prior understandings and agreements between the parties hereto with respect to such subject matter. There are no representations, warranties, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties about such subject matter other than as expressly set forth in this Agreement.

f. **Amendment**

No amendment to this Agreement will be valid or binding, unless it is set forth in writing and duly executed by both parties as authorized by their respective Councils. Similarly, no waiver of any breach of any provision in this Agreement will be effective or binding, unless it is made in writing and duly signed by the party purporting to give the same and, unless provided in the written waiver, will be limited to the specific breach waived.

g. **Severability**

In the event that any provision of this Agreement is determined by any court of competent jurisdiction to be invalid or unenforceable in whole or in part for any reason whatsoever, such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision and all other provisions of this Agreement shall continue in full force and effect.

h. **Applicable By-laws**

Each of the parties hereby acknowledges and agrees that they will pass all necessary by-laws to give full force and effect to this Agreement.

i. **Independent Legal Advice**

Each of the parties hereby acknowledges that it has had an adequate opportunity to obtain independent legal advice prior to execution of this Agreement and has either obtained such advice or freely chosen not to do so, and that each of the parties executes this Agreement voluntarily and with full knowledge and understanding of the contents of this Agreement.

j. **Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts shall be accepted in original, electronic, or facsimile form, and the parties to this Agreement adopt any signatures received by receiving facsimile or electronic form as original signatures of the parties.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals as of the day and year first above written.

**THE CORPORATION OF THE TOWNSHIP OF
MAPLETON**

Gregg Davidson, Mayor

Manny Baron, CAO

We have authority to bind the
Corporation.

**THE CORPORATION OF THE TOWN OF
MINTO**

David Turton, Mayor

Annilene McRobb, Clerk

We have authority to bind the
Corporation.

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

Andrew Lennox, Mayor

Karren Wallace, Clerk

We have authority to bind the Corporation.

SCHEDULE A
"SERVICES"

1. **Services**

Minto will provide the following administrative and supervisory services (which, for greater certainty, will be provided by the Fire Management Team, led by the Director of Fire Services):

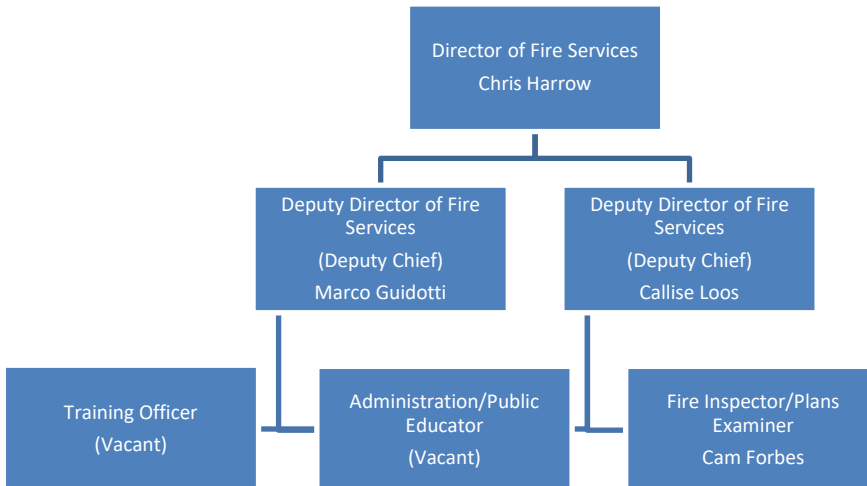
- a. Exercising the powers and duties imposed on the Fire Chief by *FPPA* and other regulations;
- b. Ensuring enforcement of the Ontario Fire Code through necessary inspections and overseeing the issuing of required notices and orders;
- c. Interpreting and ensuring application and enforcement of appropriate and applicable legislation, codes and bylaws;
- d. Reviewing building plans to ensure they meet all fire regulations when requested by Mapleton's and Wellington North's Chief Building Official or designate;
- e. Managing the functions of the Mapleton Fire Services and staff on behalf of Mapleton, and Wellington North Fire Services and staff on behalf of Wellington North including, but not limited to, fire suppression, fire prevention, fire safety education, communication, recruitment, training of persons involved in the provision of fire protection services, rescue and emergency services, and the delivery of all those services;
- f. Providing leadership and direction to the overall operation of the Mapleton Fire Department and Wellington North Fire Services through fire department staff;
- g. Overseeing purchasing, maintenance and budgeting of the Mapleton Fire Department and Wellington North Fire Services, including approval of all expenditures;
- h. Representing the Mapleton Fire Department and Wellington North Fire Services when communicating information to the media;
- i. Administering a training program to meet Provincial Standards and documentation;
- j. Promoting and facilitating Fire Officer development;
- k. Promoting and facilitating a fire prevention and public education program (with respect to fire safety and certain components of fire prevention);
- l. Establishing Standard Operating Guidelines ("SOGS") as required;
- m. Creating a bi-annual activity report to the Council of Mapleton and the Council of Wellington North respectively;
- n. Submitting reports and maintaining files on all incidents to required authority, including, but not limited to the, Office of the Fire Marshal;
- o. Establishing duties and responsibilities for Mapleton Fire Department and Wellington North personnel;
- p. Overseeing the Fire specific Health and Safety program for Mapleton and Wellington North;

- q. Overseeing the maintenance, repair and replacement of the equipment and assets of the Mapleton Fire Department and the Wellington North Fire Services;
 - r. Designating responsibilities and duties specific to the Emergency Control Group that represents Mapleton and/or Wellington North in emergency measures;
 - s. Overseeing administrative services in respect to the Mapleton Fire Department and the Wellington North Fire Services, including, but not limited to, payroll, reporting, etc.;
 - t. Administering fire service contracts and mutual aid contracts;
 - u. Attending incidents where there is a death or serious injury, fires of a suspicious nature, an explosion, large loss, the cause of the fire has not been determined, laws and/or codes have been violated and as required or requested;
 - v. In conjunction with the District Chief(s), or designate(s), overseeing investigations of major fires, assisting other agencies involved, and ensuring preparation of all documentation and correspondence relating to investigation; and,
 - w. Such other services as amended and mutually agreed upon from time to time by the parties.
2. Reporting Structure. in respect of the provision of Services, it is understood and agreed that:
- a. The Fire Service Management Team will respond to, and communicate with, the Mapleton CAO and the Wellington North CAO as required. However, primary reporting and supervision of the Fire Service Management Team remains with the Minto CAO and will follow existing Minto Human Resources policies.
 - b. Mapleton Fire Department personnel will continue to be employees of Mapleton and will continue to follow Human Resource policies as set forth by Mapleton. Wellington North Fire Services personnel will continue to be employees of Wellington North and will continue to follow Human Resource policies as set forth by Wellington North. Notwithstanding the foregoing, Mapleton Fire Department personnel and Wellington North Fire Services personnel will follow Standard Operating Guidelines as prescribed by the Fire Services Management Team and will receive direction from the Fire Services Management Team.
 - c. The organizational structure of the Fire Services Management Team overseeing Mapleton Fire Department and the Wellington North Fire Services is as follows with the Fire Service Management's Fire Chief now also known as Director of Fire Services of Mapleton, Wellington North and Minto as well as the two Deputy Chiefs will also be known as Deputy Directors of Fire Services of Mapleton, Wellington North and Minto. A Training position, Fire Prevention position and an Administrative position will also form part of the FSMT. Other positions as deemed necessary and approved by the Advisory Board will also form part of the management team.
 - d. All members of the Fire Services Management Team will be employees of Minto. The FSMT will ensure to divide enough time to all departments involved in the agreements to providing administration, oversight, and services in an equitable manner.

- e. Minto will employ all members of the Fire Services Management Team and will ensure all members of the team perform all duties outlined in this agreement.

SCHEDULE B**“Fee-for-Service”**

1. **General Principle** – The general agreement in principle between Mapleton, Wellington North and Minto is that Mapleton and Wellington North will compensate Minto for the costs incurred by Minto to properly provide the Services under this Agreement, as represented by 30% for each municipality of the total cost to Minto of employing the entire Fire Service Management Team, including those costs incurred in order for the Team to carry out their role. The principle will be of guidance in interpreting the payment of the fees contemplated below based on an annual budget for the Fire Service Management Team to include but not limited to the following expense categories.
 - i) FSMT salary and benefits
 - ii) FSMT – training, seminars/conference¹
 - iii) FSMT – telecommunication expense
 - iv) FSMT – office and equipment supplies
 - v) FSMT – uniform expenses
 - vi) FSMT – office and meeting expenses
 - vii) FSMT – Fuel and Maintenance of Vehicle
- ¹ includes mileage and expenses to attend meetings/seminars
2. The FSMT shall annually prepare a budget of the expenses of the Team and shall provide the same for review by the Advisory Committee. The budget of the FSMT shall require the approval of the Town of Minto and will be reflected by a line item in Mapleton’s and Wellington North’s budget.
3. The FSMT budget share for each municipality shown above is for the three municipality partnership. Wellington North and Mapleton will each pay 30% with Minto’s share being 40%.
4. If one municipality opts out of this agreement using the exit clause, the percentages will change to 40% for the municipality remaining and 60% for Minto.

SCHEDULE "C"**FIRE SERVICES MANAGEMENT TEAM STRUCTURE – 3 Municipality Model**

- This structure reflects a 3 municipality partnership. For 2 municipalities, 1 or more of the positions would be eliminated.
- The Director of Fire Services will be appointed Fire Chief for all 3 municipalities by By-Law.
- The team noted above would all be employees of Minto and responsible for overseeing all fire department operations for each municipality.

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

BY-LAW NUMBER 017-2024

**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
FEBRUARY 26, 2024**

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 February 26, 2024 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 AND PASSED THIS 26TH DAY OF FEBRUARY, 2024.

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK