

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
AGENDA OF REGULAR COUNCIL MEETING – AUGUST 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/82717422098>

Or join by phone:

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

Webinar ID: 827 1742 2098

PAGE #

CALLING TO ORDER

ADOPTION OF THE AGENDA

Recommendation:

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

DISCLOSURE OF PECUNIARY INTEREST

O'CANADA

PRESENTATIONS

1. Kate Rowley
 - Lynes Blacksmith Shop (verbal presentation)

QUESTIONS ON AGENDA ITEMS (REGISTRATION REQUIRED)

ADOPTION OF MINUTES OF COUNCIL AND PUBLIC MEETING

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

Recommendation:

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

BUSINESS ARISING FROM PREVIOUS MEETINGS OF COUNCIL

ITEMS FOR CONSIDERATION

1. MINUTES
 - a. Mount Forest Business Improvement Area, Association Meeting, August 13, 2024 014

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Mount Forest Business Improvement Area Association Meeting held on August 13, 2024.

- b. Arthur Business Improvement Area, June 26, 2024 017

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Arthur Business Improvement Area meeting held on June 26, 2024.

- c. Wellington North Cultural Roundtable, August 15, 2024 020

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Wellington North Cultural Roundtable meeting held on August 15, 2024.

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North approve the selection of the following entries as winners of the 25th Anniversary of Amalgamation Art Contest:

- Entry No. 13
- Entry No. 14
- Entry No. 19

AND FURTHER THAT the Council of the Corporation of the Township of Wellington North direct staff to move forward with the reproduction of these entries to be displayed in a suitable location at a Township-owned building.

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North approve the Cultural Events Funding and Sponsorship funding a further \$116.94 to Four Corners Quilters' Guild to provide a contingency for other necessary materials needed.

2. PLANNING

- a. Planning Report, prepared by Jessica Rahim, Senior Planner, County of Wellington, dated August 15, 2024, regarding 61R22383 Part of Park Lot 4, 440 Wellington St. E, Mount Forest, Zoning By-law Amendment (ZBA 16/24) Removal of Holding (H) Provision 034

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the Planning Report, prepared by Jessica Rahim, Senior Planner, County of Wellington, dated August 15, 2024, regarding 61R22383 Part of Park Lot 4, 440 Wellington St. E, Mount Forest, Zoning By-law Amendment (ZBA 16/24) Removal of Holding (H) Provision.

3. BUILDING

- a. CBO 2024-009, Building Permit Review May 2024 039

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report CBO 2024-009 being the Building Permit Review for the month of May 2024.

- b. CBO 2024-010, Building Permit Review June 2024 041

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report CBO 2024-010 being the Building Permit Review for the month of June 2024.

- c. CBO 2024-011, Building Permit Review July 2024 043

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report CBO 2024-011 being the Building Permit Review for the month of July 2024.

4. COMMUNITY & ECONOMIC DEVELOPMENT

- a. Report C&ED 2024—036, Lynes Blacksmith Shop Raise the Roof 045

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report C&ED 2024-036 being a report on the Lynes Blacksmith Shop;
AND THAT Council approve a bridge loan not to exceed \$125,000 for roof repairs on the Lynes Blacksmith Shop;

AND THAT Council directs staff to prepare a loan agreement with the Lynes Blacksmith Shop in the amount of \$125,000.00 at a zero percent interest rate for a period of 18 months;

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

- b. Report C&ED 2024-037, Community Grants and Donations Program update 049

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report C&ED 2024-037;

AND THAT Council designate the Mount Forest Fireworks Festival, Arthur Optimist Canada Day Celebration, and Louise Marshall Hospital Foundation Fundraising Gala as signature events;

AND FURTHER THAT Council approve the new Community Grants and Donations Program as Attachment A (policy 009-2024)

5. FINANCE

- a. Vendor Cheque Register Report, August 19, 2024 063

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the Vendor Cheque Register Report dated August 19, 2024.

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 August 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 072-2024 being a by-law to authorize the execution of the Winter Maintenance Agreement between Integrated Maintenance and Operations Service Inc. operating under the name “Owen Sound Highway Maintenance Limited” (IMOS) and The Corporation of the Township of Wellington North 065
- b. By-law Number 073-2024 being a by-law to amend Zoning By-law Number 66-01 being the Zoning By-law for the Township of Wellington North. 072
- c. By-law Number 074-2024 being a by-law to authorize the execution of a Tourism Growth Contribution Agreement between His Majesty the King in Right of Canada and The Corporation of the Township of Wellington North 075

Recommendation:

THAT By-law Number 072-2024, 073-2024 and 074-2024 be read and passed.

CULTURAL MOMENT

- Celebrating Jack Benham 098

CONFIRMING BY-LAW

099

Recommendation:

THAT By-law Number 075-2024 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 August 26 be read and passed.

ADJOURNMENT

Recommendation:

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

MEETINGS, NOTICES, ANNOUNCEMENTS

| | | |
|---|--|-------------------------|
| Student Start Up Program (SSUP) end of program – summer BBQ, Neustadt Hall | Wednesday, August 28, 2024 | 5:00 p.m. to 7:00 p.m. |
| Arthur Fall Fair, Arthur Fairgrounds | Thursday, September 5 to Sunday, September 8, 2024 | |
| Regular Council Meeting | Monday, September 9, 2024 | 2:00 p.m. |
| Mount Forest BIA, Mount Forest Arena | Tuesday, September 10, 2024 | 8:00 a.m. |
| Mount Forest Chamber of Commerce, Mount Forest Chamber Office | Tuesday, September 10, 2024 | 4:30 p.m. |
| Arthur Chamber of Commerce, Arthur Chamber Office | Wednesday, September 11, 2024 | 5:30 p.m. |
| Volunteer Celebration and Newcomer Welcome Event, Mount Forest Sports Complex | Thursday, September 12, 2024 | 11:00 a.m. to 2:00 p.m. |
| Women of Wellington Saugeen Area (WOWSA) Pike Lake Event, Pike Lake Golf Course | Monday, September 16, 2024 | 5:30 p.m. to 8:30 p.m. |
| Ontario Culture Days, various cultural activities throughout Wellington North | September 20, 2024 to October 13, 2024 | |
| Regular Council Meeting | Monday, September 23, 2024 | 7:00 p.m. |
| Fall Cultural Roundtable Symposium Meeting, Mount Forest Library | Thursday, September 26, 2024 | 5:30 p.m. to 8:30 p.m. |
| Wellington North Farmer's Market, King Street, Victory Church, Mount Forest | Every Saturday until September 28 th | 8:30 a.m. to 12:00 p.m. |

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
 MINUTES OF REGULAR COUNCIL MEETING – AUGUST 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
 PART 1: <https://www.youtube.com/watch?v=bmkVtFn5d3c>
 PART 1: <https://www.youtube.com/watch?v=ulrQ75p2BRq>

Members Present: Mayor: Andrew Lennox
 Councillors: Steve McCabe
 Penny Renken

Members Absent: Councillors: Sherry Burke
 Lisa Hern

Staff Present:

| | |
|---|------------------|
| Chief Administrative Officer: | Brooke Lambert |
| Director of Legislative Services/Clerk: | Karren Wallace |
| Deputy Clerk: | Catherine Conrad |
| Executive Assistant to the CAO: | Tasha Grafos |
| Director of Finance: | Jeremiah Idialu |
| Human Resources Manager: | Amy Tollefson |
| Chief Building Official: | Darren Jones |
| Senior Project Manager: | Tammy Stevenson |
| Manager Environment and Development Services: | Corey Schmidt |
| Manager of Transportation Services: | Dale Clark |
| Manager Community & Economic Development: | Mandy Jones |
| Community Development Coordinator: | Mike Wilson |
| Recreation Service Manager: | Tom Bowden |
| Director of Fire Services: | Chris Harrow |
| Senior Planner: | Jessica Rahim |

CALLING TO ORDER

Mayor Lennox called the meeting to order.

ADOPTION OF THE AGENDA

RESOLUTION: 2024-246

Moved: Councillor Renken

Seconded: Councillor McCabe

THAT the Agenda for the August 12, 2024 Regular Meeting of Council be accepted and passed.

CARRIED

DISCLOSURE OF PECUNIARY INTEREST

No pecuniary interest disclosed.

CLOSED MEETING SESSION

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

(a) the security of the property of the municipality or local board;

RESOLUTION: 2024-247

Moved: Councillor Renken

Seconded: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North go into a meeting at 1:33 p.m. that is closed to the public under subsection 239 (2) of the Municipal Act, 2001, specifically:

(a) the security of the property of the municipality or local board;

CARRIED

1. REPORTS

- C&ED 2024-034 Lease Agreement 320 King St. E., Mount Forest

2. REVIEW OF CLOSED SESSION MINUTES

- July 22, 2024

3. RISE AND REPORT FROM CLOSED MEETING SESSION

RESOLUTION: 2024-248

Moved: Councillor McCabe

Seconded: Councillor Renken

THAT the Council of the Corporation of the Township of Wellington North rise from a closed meeting session at 1:44 p.m.

CARRIED

RESOLUTION: 2024-249

Moved: Councillor Renken

Seconded: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North receive Report C&ED 024-034 Lease Agreement 320 King St. E., Mount Forest;

AND THAT Council approve the confidential direction to staff.

CARRIED

RESOLUTION: 2024-250

Moved: Councillor Renken

Seconded: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North approve the Closed Meeting Minutes of the July 22, 2024 Council Meeting.

CARRIED

O'CANADA

RECESS TO MOVE INTO MEETINGS UNDER THE PLANNING ACT

RESOLUTION: 2024-251

Moved: Councillor McCabe

Seconded: Councillor Renken

THAT the Council of the Corporation of the Township of Wellington North recess the August 12, 2024 Regular Meeting of Council at 2:02 p.m. for the purpose of holding meetings under the Planning Act.

CARRIED

COMMITTEE OF ADJUSTMENT

- A06/24, Cleon and Betty Martin

RESUME REGULAR MEETING OF COUNCIL

RESOLUTION: 2024-252

Moved: Councillor McCabe

Seconded: Councillor Renken

THAT the Council of the Corporation of the Township of Wellington North resume the August 12, 2024 Regular Meeting of Council at 2:14 p.m.

CARRIED

DEPUTATIONS

1. Ralph Bublitz
 - John Street Reconstruction

Mr. Bublitz appeared before Council to express his concern regarding the proposed John Street reconstruction in Mount Forest. Concerns include loss of trees, loss of frontage, loss of property value, and the monetary cost to compensate neighbouring homeowners for what he feels was poor site planning on Tim Hortons part. He is opposed to a dedicated turn lane into the Tim Hortons property from John Street and requested that the John Street access to Tim Hortons be closed.

2. Harry McInnis
 - Decommissioning of the Lion Roy Grant Pool

Mr. McInnis appeared before Council to request that Council reconsider decommissioning the Lion Roy Grant Pool and instead consider repairing it.

QUESTIONS ON AGENDA ITEMS (REGISTRATION REQUIRED)

Items for Consideration, 2. Planning, a. Report DEV 2024-023 , Consent Application B49-24, Clark Brothers Ltd.

Robert McQuillan, Urban Planner with the Biglieri Group, regarding Consent Application B49-24 at 510 Eliza Street, directly adjacent to the land owned by Tribute/Sorbara. They feel approval would jeopardize the residential growth on lands zoned and designated future development. Other concerns include traffic, groundwater, dust and noise.

ADOPTION OF MINUTES OF COUNCIL AND PUBLIC MEETING

1. Regular Meeting of Council, July 22, 2024

RESOLUTION: 2024-253

Moved: Councillor McCabe

Seconded: Councillor Renken

THAT the minutes of the Regular Meeting of Council held on July 22, 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

1c, 2a, 2b, 4b, 4d, 5b

ADOPTION OF ALL ITEMS NOT REQUIRING SEPARATE DISCUSSION

RESOLUTION: 2024-254

Moved: Councillor Renken

Seconded: Councillor McCabe

THAT all items listed under Items For Consideration on the August 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 Mount Forest Business Improvement Area Association Meeting held on July 16th, 2024.

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Arthur Business Improvement Area meeting held on June 19, 2024.

THAT the Council of the Corporation of the Township of Wellington North receive for information Report DEV 2024-025 regarding the Notice of Decision for the following Consent Applications, received from the County of Wellington Planning and Land Division Committee:

- B18-24 Paul & Donna Green, Part Lots 20, 21 & 22, Lot 30, Clarke's Survey known as 171 Adelaide Street in the village of Arthur (Severance);
- B43-24 Beverly Gibson, Part Lots 2 & 3, E Egremont St, Plan Town of Mount Forest known as 240 Egremont Street in the town of Mount Forest; and
- B45-24 Laverne & Erma Weber, North Part Lot 4, Concession 6 and Lot 4, Concession 5 in the former Arthur Township. The lands are located south of Sideroad 2 E and span between Concession 4 N and Concession 6 N (Severance)

THAT the Council of the Corporation of the Township of Wellington North receive Report C&ED 2024-030 Community Improvement Plan;
AND THAT Council approve a Façade Improvement Loan and Grant Program in the amount of \$1,683.00 to the Mount Forest Bowling Centre, Mount Forest.

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

THAT the Council of the Corporation of the Township of Wellington North receive for information the Budget Variance Report Ending June 30, 2024.

THAT the Council of the Corporation of the Township of Wellington North receive Report CLK 020-2024 being the George Kirkness (Asbridge) Drain update.

AND THAT Council approve Robinson Farm Drainage Limited be authorized to commence work on the drain project as soon as possible, remove their equipment after partial completion and remobilize their equipment to complete the project as permits are issued.

THAT the Council of the Corporation of the Township of Wellington North receive the Saugeen Valley Conservation Authority July 29, 2024 Release regarding 2024 CA Act Deliverables Consultation.

CARRIED

CONSIDERATION OF ITEMS FOR SEPARATE DISCUSSION AND ADOPTION

RESOLUTION: 2024-255

Moved: Councillor McCabe

Seconded: Councillor Renken

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 May 16, 2024.

CARRIED

RESOLUTION: 2024-256

Moved: Councillor McCabe

Seconded: Councillor Renken

THAT the Council of the Corporation of the Township of Wellington North receive Report DEV 2024-023 Consent Application B49-24, Clark Brothers Contracting Ltd. (Severance).

AND THAT Council support consent application B29-24 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 driveway access for both the severed and retained lands is to the satisfaction of the Township of Wellington North and prior to constructing a new entrance or modifying an existing entrance, the Owner must obtain an Entrance Permit; and
- THAT the unopened road allowance (Macaulay Street) be opened and extended to the satisfaction of the local municipality.

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

RESOLUTION: 2024-257

Moved: Councillor McCabe

Seconded: Councillor Renken

THAT the Council of the Corporation of the Township of Wellington North receive Report DEV 2024-024 Consent Application B52-24, Community Living Guelph Wellington (Severance).

AND THAT Council support consent application B52-24 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; and
- THAT the Owner provide separate servicing for the retained and severed lots to the satisfaction of the Township of Wellington North and provide an updated sketch of servicing locations on private property for the building department to review to ensure servicing is entirely within the severed and retained lands; and
- THAT access be provided to the rear portion of the severed parcel either through an easement on the adjacent retained property or through construction of a new driveway on the severed parcel;

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

RESOLUTION: 2024-258

Moved: Councillor McCabe

Seconded: Councillor Renken

THAT the Council of the Corporation of the Township of Wellington North receive Report TR 2024-005 being a report on the proposed 2025 budget schedule for information.

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

- September 2 - Budget templates circulated to Senior Management Team
- September 25 or earlier – Budget inputs provided to finance team for consolidation
- October 16 or earlier - Budget Discussions between Senior Management Team Members and Director of Finance
- October 28 - Consolidated Budget Draft prepared for Senior Management review
- November 4 - Staff presents proposed budget to Council

- December 2 - Staff / Council presents revised budget to Public for Comment
- December 16, 2024 - Staff / Council presents revised budget based with Public Consultation (if required), and 2025 Budget By-law passed.

CARRIED

RESOLUTION: 2024-259

Moved: Councillor Renken

Seconded: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North receive for information Report TR 2024-006 being a report on the update of the status of the Township capital projects.

CARRIED

RESOLUTION: 2024-260

Moved: Councillor McCabe

Seconded: Councillor Renken

THAT the Council of the Corporation of the Township of Wellington North receive for information Report CLK 021-2024 Lion Roy Grant Pool.

CARRIED

RESOLUTION: 2024-261

Moved: Mayor Lennox

Seconded: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North affirm the decision to proceed with a new swimming pool;

AND FURTHER THAT Council proceed with the decommissioning of the Lion Roy Grant Pool.

CARRIED

NOTICE OF MOTION

No notice of motion tabled.

COMMUNITY GROUP MEETING PROGRAM REPORT

No community group meeting program reports provided.

BY-LAWS

- a. By-law Number 049-2024 being a Provisional Drain By-law to provide for the construction of Arthur Drain 6

RESOLUTION: 2024-262

Moved: Councillor McCabe

Seconded: Councillor Renken

THAT By-law Number 049-2024 being a Provisional Drain By-law to provide for the construction of Arthur Drain 6 be read a third time and finally passed.

CARRIED

- b. By-law Number 065-2024 being a by-law to amend By-law 102-2023 being a by-law to establish the fees and charges for various services provided by the municipality
- c. By-law Number 066-2024 being a by-law to amend By-law 136-2022 being a by-law to appoint members to the Wellington North Cultural Roundtable
- d. By-law Number 067-2024 being a by-law to amend By-law 052-2019 being a Clean and Clear By-law for Township of Wellington North
- e. By-law Number 068-2024 being a by-law to authorize the execution of an Amendment to Lease Agreement between Mount Forest Victory Church and the Township of Wellington North
- f. By-law Number 069-2024 being a by-law to dedicate certain lands as part of the public highway in Wellington North in the County of Wellington
- g. By-law Number 070-2024 being a by-law to amend By-law 105-2023 being a by-law to establish the fees and charges for water and sewer services provided by the municipality

RESOLUTION: 2024-263

Moved: Councillor Renken

Seconded: Councillor McCabe

THAT By-law Number 065-2024, 066-2024, 067-2024, 068-2024, 069-2024 and 070-2024 be read and passed.

CARRIED

CULTURAL MOMENT

- Celebrating the Lynes Blacksmith Shop's "Let's Raise the Roof Campaign"

CONFIRMING BY-LAW

RESOLUTION: 2024-264

Moved: Councillor Renken

Seconded: Councillor McCabe

THAT By-law Number 071-2024 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 August 12, 2024 be read and passed.

CARRIED

ADJOURNMENT

RESOLUTION: 2024-265

Moved: Councillor McCabe

Seconded: Councillor Renken

THAT the Regular Council meeting of August 12, 2024 be adjourned at 2:59 p.m.

CARRIED

MAYOR

CLERK

Proposed John Street Reconstruction Dedicated for
Tim Hortons
Mount Forest Ontario

Intro:

Mayor Lennox, Council members...

My name is Ralph Bublitz and I have been a resident of Mt Forest for 34 years.

I am by no means a civil engineer, however, as my previous employment in the Canadian military required me, on occasion, to plan routes for vehicle movement, I did need to develop a cursory knowledge of traffic flow, including establishing in and out routes for a variety of locations.

The over-riding problem is the choke point traffic hazard at the intersection of Main St (Hwy 6) and Queen St (Hwy 89) caused by traffic using the secondary entrance/exit to Tim Hortons, located on John St.

This traffic hazard is extremely dangerous and needs to be addressed before someone is seriously hurt or killed. Keep in mind that school children use this intersection extensively.

I have personally witnessed and had several close calls due to vehicles trying to squeeze out of or stopping to enter onto John St from all sides of this intersection.

As long as traffic is allowed to enter and exit John St, in order to access Tim Hortons, this problem will persist.

With that in mind it becomes clear that John St, as it is, is not the problem.

Hence, adding a dedicated turn lane on John Street, simply to access Tim Hortons, is not the solution.

Furthermore the residence of Mount Forest, and primarily those with homes on John St, should not be forced to bear the consequences, loss of trees, loss of frontage and, most certainly, loss of property value, not to mention monetary cost, to compensate for poor site planning on Tim Hortons' part.

The solution, from the Mount Forest point of view, is quite simple.

Close the John Street access to Tim Hortons PERIOD.

I have visited 9 of the Tim Hortons locations in our general area and found that, with the exception of those located on a corner or part of a multi-business compound, all locations are only accessible from **one** street.

That the Tim Hortons lot is too small, or is laid out in such a way as to restrict the space required for an effective drive-through, is for Tim Hortons to deal with, not the residents of Mount Forest.

Just as a closing note, if this council or Tim Hortons is interested in my recommendations I am more than willing to assist.

Good Afternoon,

It is good to see you again Mayor Lennox, Ms Renken, and Hello to the rest of the Council.

Given recent events, I appreciate that my effort today is most likely in vein; however, I would be remiss if I did not take this opportunity to implore this council to reconsider their position -regarding the Lion Roy Grant Community Pool. In an ever-changing environment, surrounded by an unstable economy, It is absolutely critical that leaders are able to adapt and change with their surroundings. The reality is that our township does not have the funds to commit to a project estimated at 5.3 million dollars - which we can all agree will well exceed that estimate.

My wife attended the July 22nd meeting in which the Louis Marshall Hospital presented their current successes and challenges along with their financial projections. Our hospital is projected to end the year with nearly a half million-dollar deficit. Listen, we have seen where this can go. We have seen neighboring townships hospitals close their doors. It would be irresponsible not to watch and learn from our neighbors. This project is not fiscally responsible

Perhaps the individuals sitting on this council are not experiencing it themselves, but our community is struggling. Many are opting to skip meals to keep a roof over their heads. Most are forced to make difficult financial decisions - or go without. The last thing we need is increased and unnecessary taxes. In a world where every single dollar counts and can truly decide if a person goes to bed with an empty stomach.

It is true that this council engaged the community during the decision making process - but it is also true that this council was only able to obtain a little more than 100 votes when polling the community regarding the new pool design. Michelle/my wife was able to solicit 527 signatures from members of this community. 527 members of the community that you have been elected to serve. 527 individuals who agree that we need to make every effort to fix what we have prior to moving forward with the proposed new pool.

It is no longer a well kept secret that staffing - not disrepair - was the primary reason our pool was not opened in 2021. Our townships children are now 3 summers and counting without a pool. I would ask, how much longer does this go on? What do you think is a reasonable number of years without this vital form of physical activity? The committee has been challenged to meet 80% of their 2.5-million-dollar fundraising goal prior to the ground being broke. At last check, they have raised approximately 15 thousand dollars aside from the generous pledge of 250 thousand from the Lions Club. Though even with that, we are only just over 10% of the goal. At this pace, we will be many, may years without a pool for our township's children.

Frankly I am disheartened, to say the least, regarding this – and other decisions made by this council. In reviewing prior council meetings, it is evident that members of this council are often unprepared and have not giving forethought or consideration to the agenda items. Each member of this council has been elected to serve their respective wards - yet you continuously vote in unison regarding matters that are not open and shut cases - how can that be? Candidly speaking, and I am speaking for myself and for many others - we expect much more of our elected officials and are honestly dissatisfied with the job being performed.

This is your opportunity to show us that our voices are heard, and that us that our positions are being considered. This would be a clear step toward a more positive and productive path forward.

Regardless of your decision surrounding the pool - I implore you all to do better. The fate of our township, and the people within it, are entirely in your hands. You must make decisions that are in **our** collective best interests. Decisions that are thoughtful, forward thinking, and reflect the current challenges of this township and state of the surrounding economy.

Although Michelle and I are both passionate about this project, this is not the last this township should expect to see of us. Accountability appears to be long overdue, and we cannot sit idle allowing rigidness, ego, or lack of thoughtful consideration to dictate the future of this township. If you are not up for the challenge, I know many who are waiting for their turn.

Thank you

Harry McInnis



MOUNT FOREST BUSINESS IMPROVEMENT

ASSOCIATION MEETING MINUTES August 13th, 2024 @ 8:00 AM

Meeting Room Mount Forest Arena

CALLING TO ORDER – Andrew Coburn; Chair Mount Forest BIA

PRESENT ATTENDEES

Members: Dwight Benson, Kailyn Cudney, Rachel Whetham, Andrew Coburn, Kyle Dallaire, Maggie Schram

Staff: Robyn Mulder, Brooke Lambert

Community Members: Penny Renkin, Erin Kiers

ABSENT ATTENDEES

Jessica McFarlane, Bill Nelson, Sherry Burke, Allison Litt, Amanda Boylan

WELCOME AND INTRODUCTIONS

Andrew

REVIEW AND ADOPTION OF THE AGENDA

Andrew

Andrew motions to move Banners to point one, and add prospective member as point ten. Seconded by Kyle, carried.

ITEMS FOR DISCUSSION

1. Township of Wellington North Banners

Andrew/Brooke

- Brooke discussed the 2024 strategic plan

- The main goal of the 2024 strategic plan is build a safe, sustainable, and welcoming community so this is what brought forward the idea of banners to create some unity
- Idea was proposed to have township banners on the start/end of Main St & then use our town banners throughout the middle
- Hesitation comes from the idea of maintaining our 'unique identity'
- Idea was proposed that signs is posted at the edges of town with the existing 'simply explore' Mount Forest signs
- Timing is unfortunate for the banners considering we just purchased new banners this year
- Potential to have another discussion with a group of members from both Mount Forest & Arthur BIA's, council and township
- Discussion to be continued into september

2. Snowflakes

Dwight

- Not back yet but are being restrung
- Tabled to september

3. Gold Bikes

Amanda

- Said go ahead with getting rid of gold bikes but would love to keep 10 for future use
- Perhaps they could be stored with the business owners who want to participate
- If we're to be storing them but aren't to be using them, perhaps they are to be removed entirely
- Tabled to october meeting

4. Light Bulbs

Dwight

- Had one company come back to Dwight that has a sensor in the light that allows you to change the colour of the light, (3000k, 4000k, 5000k) would need to rewire, guaranteed for 5 years, estimated to last 10 years
- Looks like it would be approx \$10,000.00 plus labour
- Dwight estimates it would reduce township hydro costs by 50-60%
- Dwight proposed we purchase 2 bulbs to see if we would like them
- Township/PUC changes/pays for the existing bulbs
- Table to September meeting

5. Marketing Materials

Kailyn

- Advertising budget of \$1000, \$593.25 spent on event cards, split 4 ways
- Kailyn presented quotes from Marc Apparel, Print One and Vistaprint for various marketing materials including flags, tents, and signs
- Dwight motions to purchase 2 A-Frames at 189.59 + HST each from Marc Apparel and one retractable sign at 195 + HST from Print One, Maggie seconded. Motion carried.

6. Reimagined Laneway - Pizza Hut**Andrew**

- No updates at this time

7. Economic Development Updates**Robyn**

- Robyn would like to start a business retention and expansion program for October to highlight challenges and opportunities in Mount Forest and Arthur
- Interviews to happen October / November and could go into the spring

8. Wifi Payment**Andrew/Robyn**

- We paid for it and then there was a RED grant in which we got 50% back, then the township paid for some
- We are not responsible for this until 2025
- Andrew to reach out to Wightman for a utilization report to see if its worth it to continue
- \$164 monthly
- To be on october/november

9. Project Ideas from Community Member**Kailyn**

- Janice Benson emailed us with some suggestions for project ideas or areas for improvement
- suggests we light up the Museum and Archives with lights at Christmas time, I saw Listowel does this and it looks nice, she suggests it coincides with the Christmas Tree lighting
- Second suggests that we use brighter flowers in our planters, Minto uses bright pink and yellow and is what she is referencing
- Discussion to be had with Richard about potentially using brighter flowers going forward

10. Prospective Member**Dwight**

- Erin Kiers (owner of Hybrid Hair Detox Spa) expresses interest in joining the BIA
- Dwight motions to accept Erin Kiers as a new member of the BIA, Kyle seconds. Motion carried.

NEW BUSINESS**1. NEXT MEETING**

September 10th 2024 in the Lower Leisure Room @ Mount Forest Arena

ADJOURNMENT

Meeting adjourned by Andrew.



MINUTES
MEETING ARTHUR BIA
June 26 , 2024 @ 7:30 PM via Zoom

link

BOARD MEMBERS PRESENT: Angela Alaimo, Chair Chris McIntosh, Treas.

Sheila Faulker, Councilor Lisa Hern, Paula Coffey, Gord Blyth, Mitch Keirstead.

OTHER ATTENDEES : Melissa Kooinan, Consultant

Absent: Jim Coffey, Robyn Mulder

REVIEW AND ADOPTION OF THE AGENDA Chair Angela called the virtual meeting to order at 7:30PM. Motion by Gord, seconded by Mitch to approve the Agenda.

CARRIED

REVIEW AND APPROVAL OF THE MINUTES Amend to correct Mitch's surname - Motion by Paula and seconded by Lisa to approve the minutes from the May 15, 2024 meeting. CARRIED

MOTION – Nomination of Paula Coffey as Vice Chair by Mitch – Carried – Congratulations to Paula

FINANCIAL REPORT

Treasurer, Chris

Report provided – we are waiting for Invoice for Levy and Paula will be getting the Littletree invoice.

Items for discussion:

Discussion of response of community to the banners. Some negative comments received but predominantly well received. Discussion of putting the Pride banners up again after Happy Canada Day ones come down.

Paula will be giving assistance to anyone downtown on Chamber Canada Day weekend event looking for assistance with QR codes. It was suggested that anyone with comments could email either the BIA email address or Brooke Lambert, CAO of the Township.

Melissa gave report about the Arthur By the Fire event. Excellent pre sales unfortunately impacted by the weather, but she feels another large event would be supported.

Paula and Mitch gave report of the Arthur Downtown Rising Walk through and presentation. Paula, Jim, Mitch and Chris were in attendance.

Lighting was one of the recommendations – putting rope lighting on Chamber railings, RBC railing etc. Railings are easy to light up, floodlights in the Cenotaph parkette; add colour/businesses to paint doors etc. on sides of buildings; trees in planters; projection on a smaller scale on walls vs Magic Windows at a lesser budget rate; old bicycles painted bright colours with flower baskets;

Chris two people asked to presenters and wasn't answered – how do we get local people downtown;

The presenters mentioned due to the lack of retail space concentrate to brighten up the Village.

Put stickers on some of building windows.

Sheila addressed that there have not been people walking downtown at night.

Paula and Angela with BIA and Chamber representatives from Mount Forest attended a meeting with Robyn and Mandy regarding revitalization of the downtowns.

Township didn't get grant, and so are looking to at some initiatives.

Mount Forest representative expressed problem with food insecurity, housing insecurity

Too residential purposing downtown which is overwhelming both major

Municipalities in the Township.

Legal clinics; medical clinics – resources are needed for mental health support. Lisa advised that the County deals with those issues.

The Board agreed that a letter should be prepared to be circulated to the community groups and forwarded to the Township and the County requesting assistance with more resources. Angela will draft a letter to be circulated to Board, members of the BIA and other community organizations.

Further suggestions of plants on bridge and early in the spring. To be added to budget.

Trees planting on either side of the bridge – creating greenspace coming into town.

Sidewalk painting with highway numbers.

New motto

Idea of Canada's most patriotic village and poppy will fade over time – we should be build on community values and spirit – suggested – Most welcoming community – I choose Arthur – keep focus on keeping

Arthur – we are not a tourism destination

Eileen has emailed Paula to discuss some of her ideas arising from the presentation as well

Chris has names of some volunteers to help with clean up etc.

Paula suggested some traffic controlling measures for the area leading into the village from the bridge towards the Legion. Paula will contact Brooke to see what is happening.

ADJOURNMENT

Moved by Sheila to adjourn the meeting.



**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
CULTURAL ROUNDTABLE MEETING MINUTES
THURSDAY, AUGUST 15 @ 12:00 PM
COUNCIL CHAMBERS, KENILWORTH**

Committee Members Present:

- Bonny McDougall, Chair
- Doris Cassan, Member
- Linda Hruska, Member
- Faye Craig, Member
- Tim McIntosh, Member (1:00PM)
- Penny Renken, Councillor

Regrets:

- Trina Reid, Member

Staff Members Present:

- Mandy Jones, Manager of Community and Economic Development (12:15PM)
- Mike Wilson, Community Development Coordinator
- Robyn Mulder, Economic Development Officer
- Tasha Grafos, Executive Assistant to CAO
- Rhiannon Blair, Community Cultivator

Guests:

- None

| |
|--|
| Calling to Order |
| Chair McDougall called the meeting to order at 12:05 p.m. |
| Adoption of Agenda |
| <p>Moved by Member Craig Seconded by Member Cassan</p> <p>THAT the agenda for the August 15, 2024, Wellington North Cultural Roundtable Committee meeting be accepted and passed.</p> <p>CARRIED</p> |

Disclosure of Pecuniary Interest

Member Hruska declared a pecuniary interest related to C&ED 2024-032 Cultural Events Funding and Sponsorship Application as she was an applicant who applied for the Four Corners Quilters Guild funding. She did not leave the room and did not participate in discussions.

**Minutes of Previous Meeting – March 21, 2024
(approved by Council on April 8, 2024)**

Moved by Member Cassan
Seconded by Member Renken

THAT the Wellington North Cultural Roundtable Committee receive for information the minutes of the March 21, 2024 Committee Meeting.

CARRIED

Resignation of Members

Chair McDougall shared that Council accepted the resignations of June Turner, Sue Doherty and Gerald Townsend from the Committee at the July 22, 2024 Council meeting.

Historical/Heritage Recognition Discussion

Discussion moved to next meeting.

Deputation

None

Business Arising

Terms of Reference Review

Moved by Member Cassan
Seconded by Member Renken

THAT the Cultural Roundtable Committee establish a subgroup called the Heritage and Historic Interest Ad Hoc committee of the Cultural Roundtable to define the criteria for designation of a Heritage and Historic Interest site or building in Wellington North;

AND THAT the Heritage and Historic Interest Ad Hoc Committee explore appropriate actions to be associated with Heritage of Historic designation and make recommendations to the Cultural Roundtable after which they will be forwarded to Council for adoption.

CARRIED

Committee discussed adding the functions of a Heritage Committee to the Terms of Reference of the Cultural Roundtable.

Committee requested the Community Development Coordinator circulate the Historically significant building document of Arthur, Kenilworth and Mount Forest via Google Drive. In addition, staff were directed to add a new column for comments.

C&ED 2024-035 Amalgamation Art Contest

Moved by Member Craig

Seconded by Member Hruska

THAT the Wellington North Cultural Roundtable recommend the Council of the Corporation of the Township of Wellington North approve the selection of the following entries from Attachment A as winners of the 25th Anniversary of Amalgamation Art Contest:

- Entry No. 13
- Entry No. 14
- Entry No. 19

AND FURTHER THAT the Council of the Corporation of the Township of Wellington North direct staff to move forward with the reproduction of these entries to be displayed in a suitable location at a Township-owned building.

CARRIED

See Attachment A for Art Contest submissions.

The Committee discussed the various art contest submissions and applauded all entrants. The Executive Assistant to the CAO explained that voting was completed by members of this committee and staff. A draft email was read aloud to the committee; this email will be sent to all entrants informing them of next steps. Once the decision is made by Council, staff will work with the Recreation Services Department to secure appropriate locations and with a local print/graphic design firm to ensure the art size and medium is suitable. Staff will provide the committee with an update on the progress of their development and installation.

Update on Workplan Items

Workplan Item 1: Wellington North Farmers' Market

The Community Cultivator presented a PowerPoint that highlighted the ongoing success of the Farmers' Market this season. So far, they've welcomed 16 vendors, including several who have been with the Market for multiple years. Staff are actively reaching out to potential new vendors to continue growing the market. Market Updates:

Market Boxes: A total of 42 Market Boxes have been sold through the TasteReal Program at \$59.00 each. Each vendor contributes goods valued at \$6.00 to complete the box. The Wellington North Box was scheduled for July 30, 2024.

Kids Day: Kids Day was a great success, held on July 20. Activities included face painting, street chalk art, and Spanky's BBQ trailer. The event was very well attended.

Market Bucks: To date, the Wellington North Farmers' Market has received \$850 in Market Bucks. This program ensures fresh produce, and goods are accessible to individuals across Guelph and Wellington County.

Family Day: Scheduled for August 24, Family Day will feature activities such as an appearance by the Wellington North Fire Department – Mount Forest Station, street chalk art, face painting, and food vendors.

Workplan Item 2: Cultural Grants and Donations

C&ED 2024-032 Cultural Events Funding and Sponsorship Application

Moved by Member Cassan
Seconded by Member Craig

THAT the Wellington North Cultural Roundtable recommend to the Council of the Corporation of the Township of Wellington North approve the Cultural Events Funding and Sponsorship funding request from the Four Corners Quilters' Guild in the amount of \$133.06.

AND FURTHER THAT the Wellington North Cultural Roundtable recommend to the Council of the Corporation of the Township of Wellington North approve the Cultural Events Funding and Sponsorship funding a further \$116.94 to provide a contingency for other necessary materials needed.

CARRIED

Workplan Item 3: Cultural Moments

- April 8, Jesse James
- April 22, 25th Anniversary of Amalgamation
- May 6, Arthur Lions Duck Race
- May 21, Farm to Table Sales and the Farmers' Market
- June 3, York Soaring Association
- June 24, History of Indigenous Peoples in Wellington North
- July 8, Village of Kenilworth
- July 22, Charles McKellar
- August 12, Lynes Blacksmith Shop

The Committee was pleased with the increased recognition the Cultural Moments are receiving at Council and on social media. Chair McDougall suggested that it might be a good opportunity to create a moment on the Cultural Roundtable itself. Additional discussions were had on new topics for Cultural Moments, which included:

Wellington North Cultural Roundtable – Chair McDougall
Presbyterian Church 150th - Member McIntosh
Sir Wilfred Laurier - Member McIntosh
Frederick Campbell – Councillor Renken

The committee discussed having a Cultural Roundtable booth at the upcoming Volunteer Celebration and Newcomer Welcome event on September 12, 2024.

Workplan Item 4: Simply Explore Culture website

Moved by Member Hruska
Seconded by Member Craig

THAT the Wellington North Cultural Roundtable recommend the Council of the Township of Wellington North dissolve the Simply Explore Culture website and transfer over any worthwhile material to the current Simply Explore or Township of Wellington North website;

AND FURTHER THAT the Wellington North Cultural Roundtable pay any outstanding invoices that are still pending.

CARRIED

The Community Development Coordinator provided a presentation on the website statistics, noting that the majority of the traffic is coming from search platforms. The average length of stay on the website is approximately 22 seconds for direct traffic (those typing www.simplyexploreculture.ca into their web browser) and 27 seconds for those who find the website via a search engine. The Committee discussed the value of the website in previous years, and recognized that without regular ongoing maintenance it is not of significant value. With the success of the Tourism Growth Grant application, the committee recognized that the new Driftscape app will provide better value.

Workplan Item 5: Wellington North Culture Days

Culture Days Rack Card Draft: The Community Cultivator shared the draft design of the brochure for Culture Days. This version will be circulated to the Committee for review and feedback.

Artisan Showcase: Members of the Committee expressed constraints related to the ability to chair the artisan showcase. Chair McDougall is going to reach out to June Turner to see if she is interested in running it again. If no one is available, then the show will not happen this year.

Chair McDougall left the meeting at 2:02PM

Workplan Item 6: Minto, Hanover, WN Cultural Roundtable partnership

The Economic Development Officer provided an overview of four key initiatives included in the successful Tourism Growth Grant, which awarded \$35,000 to the Town of Minto, Town of Hanover, and Township of Wellington North to support these projects.

Culture Days/Culture Bus: Create a Culture Bus Tour that will transport visitors and tourists to various events across our communities during Ontario Culture Days, from September 20 to October 13, 2024.

Driftscape App: This award-winning mobile and web app will allow our small rural communities to share their sites and stories with visitors in an engaging and interactive manner.

Culture Guide: Collaborate with Ontario Culture to create a guide that showcases the rich stories and diverse experiences our communities offer. This initiative will enhance the promotion of the Saugeen region as a cultural tourism destination, with the added benefit of increasing visitor traffic to neighboring communities.

Cultural Symposium: Host a Cultural Symposium in the spring to continue our joint cultural roundtable discussions. This event will bring together council members and committee members from the three communities to explore tourism opportunities, provide DEI training, and support initiatives like SPARRC (Supporting Arts in Rural and Remote Communities). This symposium aims to strengthen our neighboring municipalities by fostering cultural development in rural communities and expanding our collaborative efforts.

Other Items

Your Town Rising: The Economic Development Officer provided a brief update on this initiative. The walkabout in the downtowns was successful in each community. Staff will circulate the slides from the evening presentations to the committee, received from Your Town Rising.

Barn Quilt: Member Cassan wanted to ensure committee members continue looking for the definition and description of the quilt that was provided when the barn quilt was installed at the Arthur and Area Community Centre.

Mount Forest Cemetery: Staff provided an update on the cemetery gate installation.

New Meeting Time: Committee decided to wait until the fall when there are more members added. This will ensure the meeting time is reflective of the wants of all committee members. Member McIntosh also noted that the ability for the meetings to be hybrid was appreciated, making them accessible to more individuals.

Items for Consideration

Wellington Advertiser Cultural Ads
Committee reviewed the April, May, June and July Cultural ads.

Upcoming Events

Fall Cultural Roundtable Symposium Meeting is scheduled for September 26, 2024, 5:30pm – 8:00pm at the Wellington County Library - Mount Forest Branch. A calendar invite has been circulated by the Economic Development Officer.

Roundtable

none

Adjournment

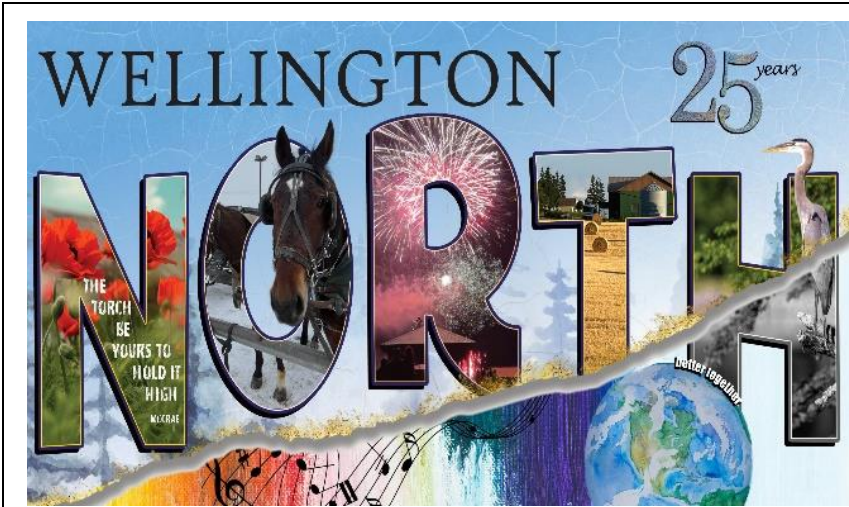
Moved by Member Craig
Seconded by Member Cassan

THAT the Wellington North Cultural Roundtable Committee meeting of August 15, 2024, be adjourned at 2:12 p.m.

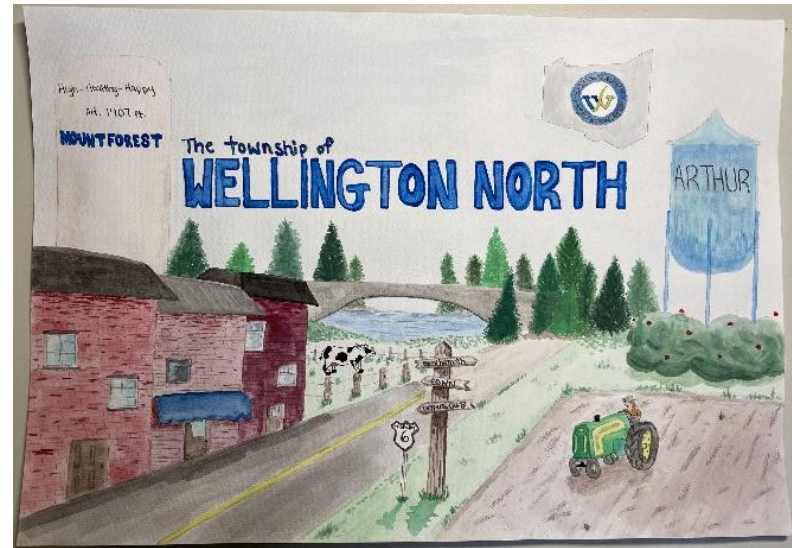
CARRIED

Committee discussed the date and time for the next meeting, noting that there are many events and activities taking place in September. The next meeting will be called at the direction of the Chair.

25th Anniversary of Amalgamation Art Contest Submissions



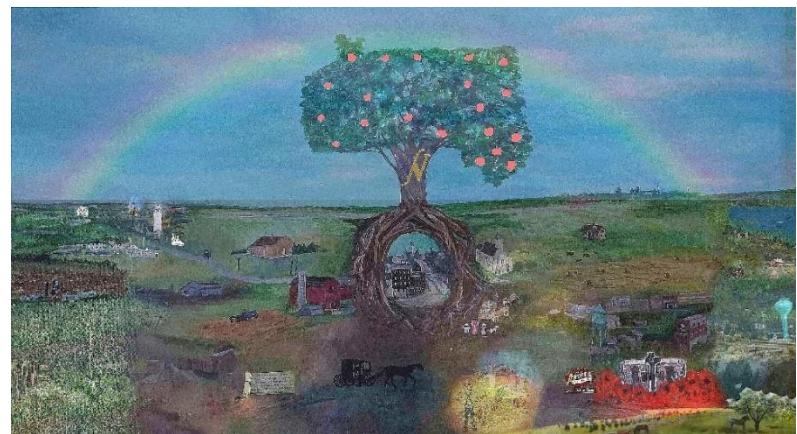
Entry #1



Entry #2

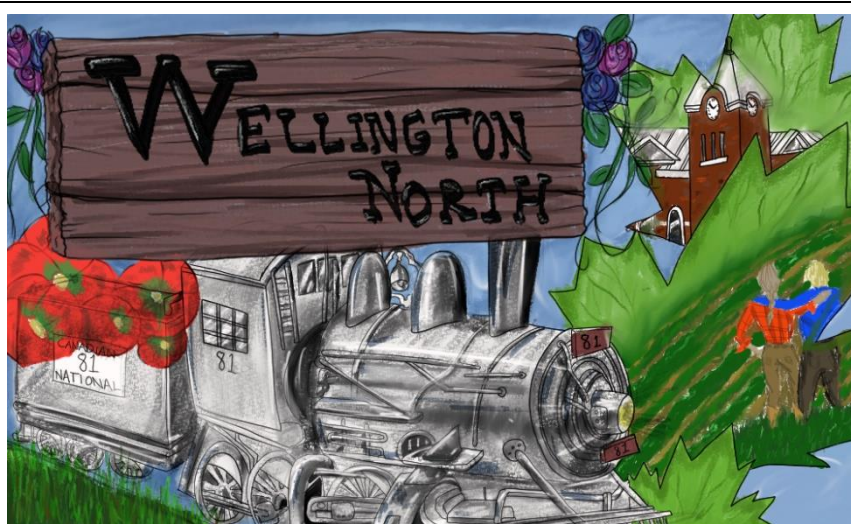


Entry #3

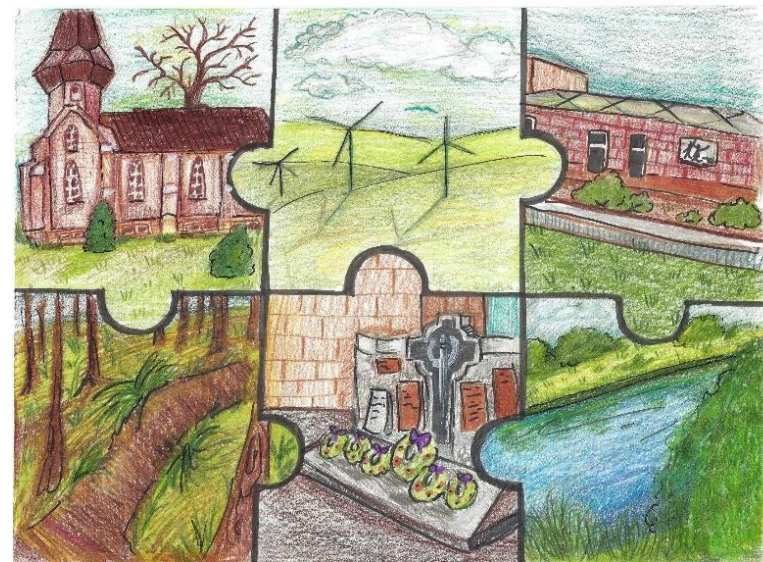


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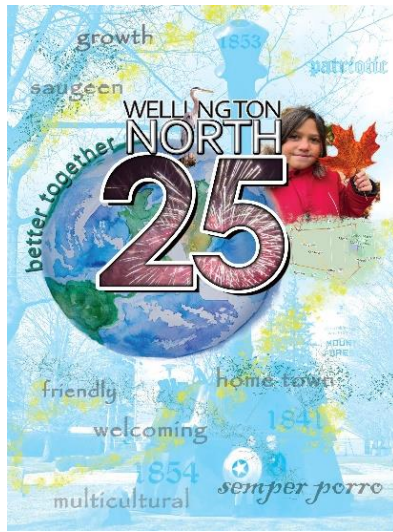
25th Anniversary of Amalgamation Art Contest Submissions



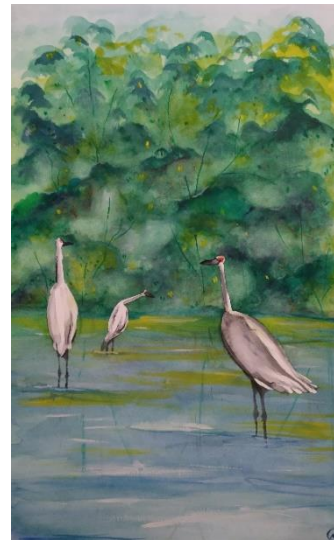
Entry #5



Entry #6

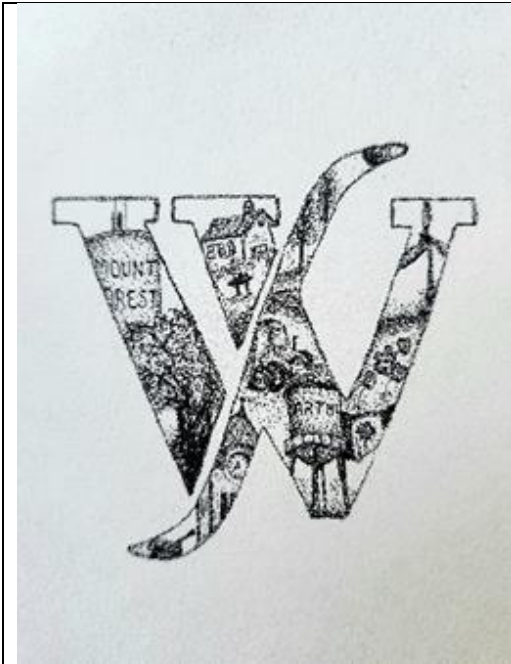


Entry #7



Entry #8

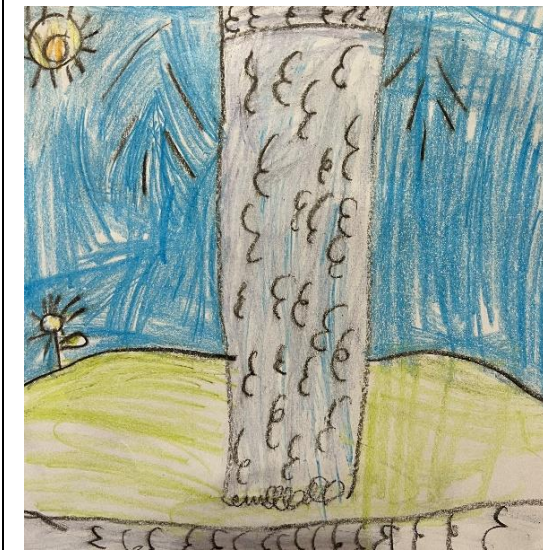
25th Anniversary of Amalgamation Art Contest Submissions



Entry #9



Entry #10



Entry #11

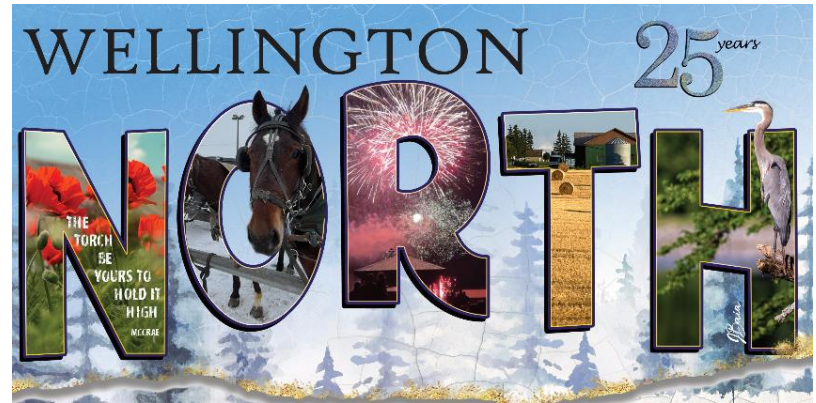


Entry #12

25th Anniversary of Amalgamation Art Contest Submissions



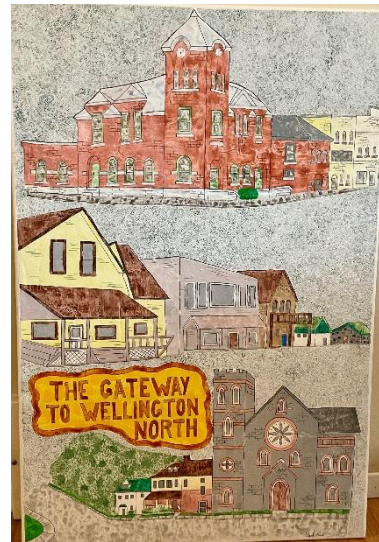
Entry #13



Entry #14



Entry #15

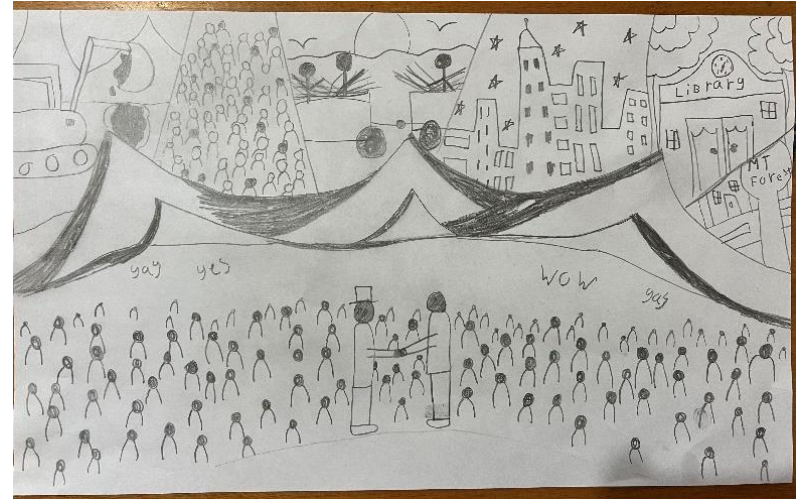


Entry #16

25th Anniversary of Amalgamation Art Contest Submissions



Entry #17



Entry #18



Entry #19



Entry #20

25th Anniversary of Amalgamation Art Contest Submissions



Entry #21



Entry #22



Entry #23



Entry #24

25th Anniversary of Amalgamation Art Contest Submissions



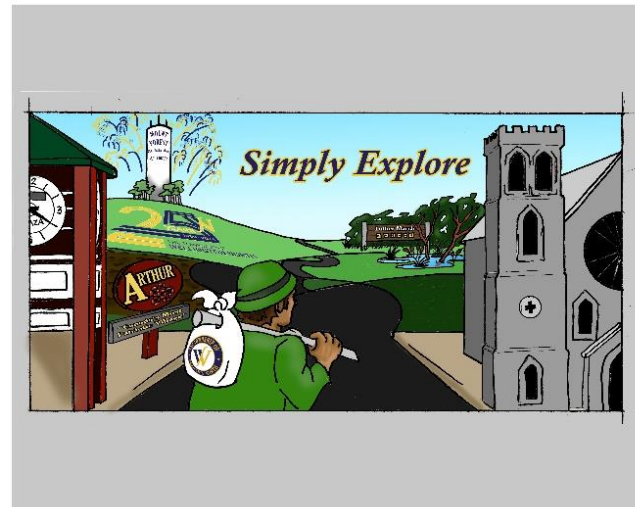
Entry #25



Entry #26



Entry #27



Entry #28

25th Anniversary of Amalgamation Art Contest Submissions



Entry #29



Entry #30



PLANNING REPORT for the TOWNSHIP OF WELLINGTON NORTH

Prepared by the County of Wellington Planning and Development
Department

DATE: August 15th, 2024
TO: Darren Jones, C.B.O.
 Township of Wellington North
FROM: Jessica Rahim, Senior Planner
 County of Wellington
SUBJECT: **61R22383 Part of Park Lot 4**
440 Wellington St. E, Mount Forest
Zoning By-law Amendment (ZBA 16/24)
Removal of Holding (H) Provision

The Township has received a request to lift the Holding Provision (H) that applies to the subject property to facilitate the construction of a 28 unit stacked townhouse development on the lot.

The property is described as Part of Park Lot 4, Plan 61R22383 Parts 2 and 3 and is municipally known as 440 Wellington Street East. The subject property has a total area of approximately 0.56 ha (1.39 ac) and the location of the property is shown in Figure 1.

A Holding Provision (H) has been applied to the property in order to provide Council with an opportunity to ensure that municipal water and sewage servicing including sufficient reserve

capacity is made available, stormwater management has been adequately addressed, a Site Plan Approval has been obtained and a Site Plan Agreement has been executed. Once the Holding Symbol has been removed, the regulations of Residential site specific (R3-20) zone and all other applicable regulations of the Township of Wellington North Zoning By-law 66-01, shall apply to the subject land.



Figure 1: 2020 Aerial Image

The applicant has executed a sewage allocation agreement in alignment with the Township Sewage Allocation Policy where it has been confirmed that sufficient municipal water and sewer capacity is available for the development.

Township Staff have confirmed that necessary development agreements have been entered into with the Township including the site plan agreement and in doing so, have also indicated that they are satisfied with the stormwater management plan as addressed in the site plan approval process.

Draft By-law:

Planning Staff have prepared a draft By-law which lifts/removes the Holding Provision (H) from the subject lands. A copy of the By-law is attached as **Schedule 1** to this report for Council's consideration.

I trust that these comments will be of assistance to Council in their consideration of this matter.

Respectfully submitted,
County of Wellington Planning and Development Department



Jessica Rahim
Senior Planner

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
BY-LAW NUMBER _____.

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

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

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

- 1. THAT Schedule 'A-3' of By-law 66-01 is amended by changing the zoning of the lands described as Part of Park Lot 4, Plan 61R22383 Parts 2 and 3, municipally known as 440 Wellington Street East, as shown on Schedule "A" attached to and forming part of this By-law from **Holding Residential Site Specific ((H)R3-20)** to **Residential Site Specific (R3-20)**.
- 2. THAT except as amended by this By-law, the land as shown on the attached Schedule 'A' shall be subject to all applicable regulations of Zoning By-law 66-01, as amended.
- 3. THAT this By-law shall take force and effect on the date of passing and come into force in accordance with the requirements of the Planning Act, R.S.O. 1990.

READ A FIRST AND SECOND TIME THIS _____ DAY OF _____, 2024

READ A THIRD TIME AND PASSED THIS _____ DAY OF _____, 2024

_____.

MAYOR

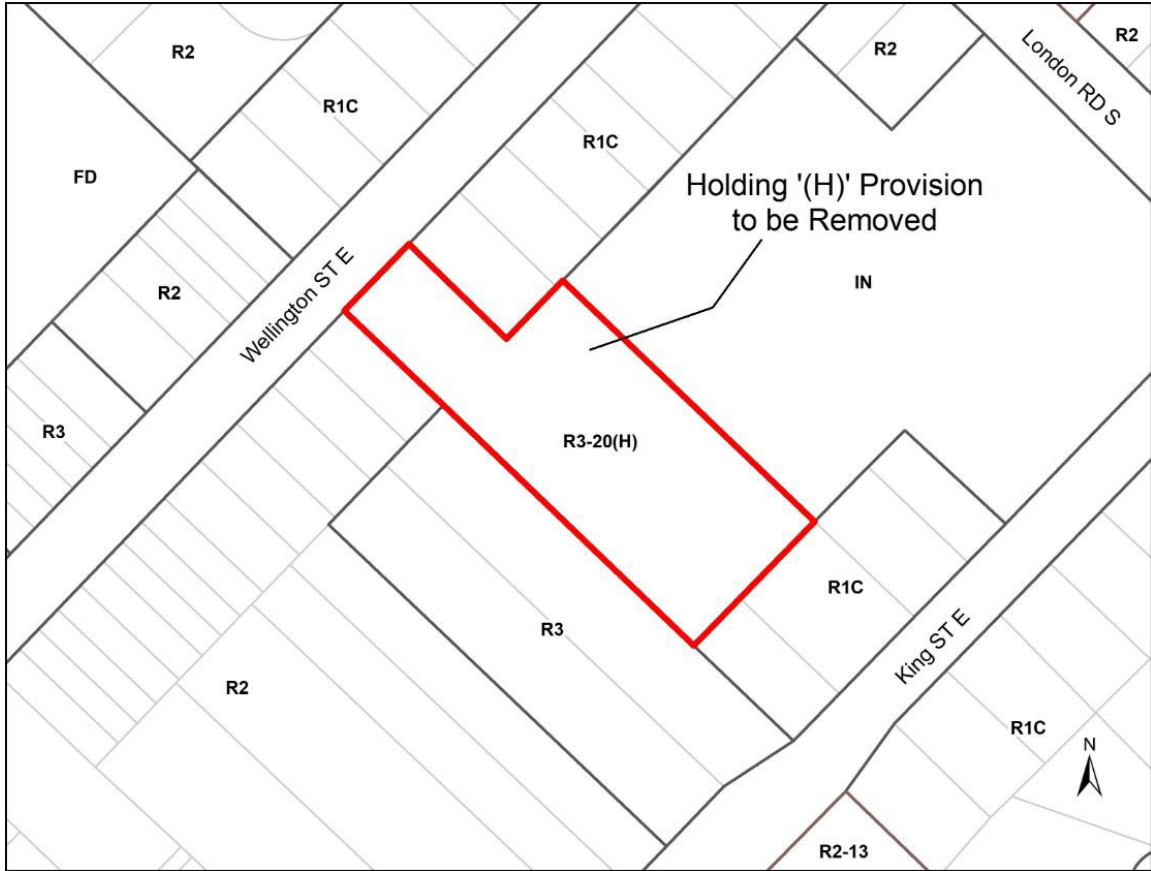
_____.

CLERK

THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NO. _____

Schedule "A"



This is Schedule "A" to By-law _____.

Passed this ___ day of _____ 2024

MAYOR

CLERK

EXPLANATORY NOTE**BY-LAW NUMBER _____.**

THE LOCATION OF THE SUBJECT LANDS is described as Part of Park Lot 4, Plan 61R22383 Parts 2 and 3 and is municipally known as 440 Wellington Street East. The subject property has a total area of approximately 0.56 ha (1.39 ac).

THE PURPOSE AND EFFECT of the proposed amendment is to remove the Holding Symbol (H) from the subject lands to permit the construction of stacked townhouses on the lot. The Holding Symbol has been applied to the subject lands to provide Council with an opportunity to ensure that municipal water and sewage servicing including sufficient reserve capacity is made available, stormwater management has been adequately addressed, a Site Plan Approval has been obtained and a Site Plan Agreement has been executed.



TOWNSHIP OF WELLINGTON NORTH

TO: Mayor and Council
 DATE: 2024-08-26
 MEETING TYPE: Open
 SUBMITTED BY: Darren Jones, Chief Building Official
 REPORT #: CBO 2024-009
 REPORT TITLE: Building Permit Review May 2024

RECOMMENDED MOTION

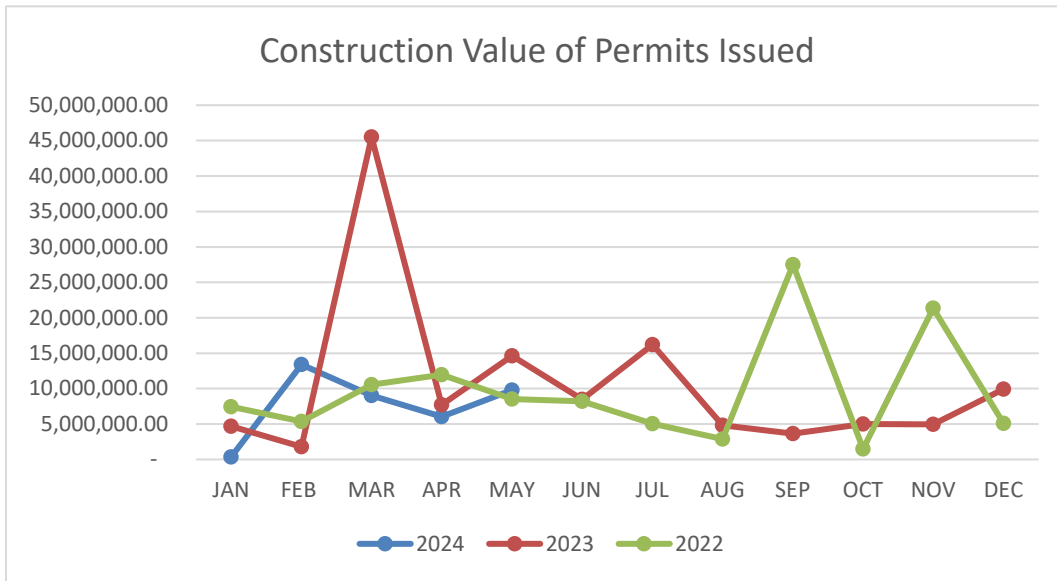
THAT the Council of the Corporation of the Township of Wellington North receive Report CBO 2024-009 being the Building Permit Review for the month of May 2024.

PREVIOUS REPORTS/BY-LAWS/RESOLUTIONS

- CBO 2024-006 being the Building Permit Review for the month of April 2024

BACKGROUND

| PROJECT DESCRIPTION | PERMITS ISSUED | CONSTRUCTION VALUE | PERMIT FEES | RESIDENTIAL UNITS |
|----------------------------|----------------|--------------------|-------------|-------------------|
| Residential Building | 12 | 4,400,000.00 | 25,183.24 | 8 |
| Accessory Structures | 5 | 87,900.00 | 3,354.00 | 0 |
| Pool Enclosures | 1 | 1,500.00 | 130.00 | 0 |
| Assembly | 2 | 5,600.00 | 260.00 | 0 |
| Institutional | 2 | 2,850,000.00 | 14,561.02 | 0 |
| Commercial | 0 | 0.00 | 0.00 | 0 |
| Industrial | 0 | 0.00 | 0.00 | 0 |
| Agricultural | 5 | 1,975,000.00 | 16,598.73 | 0 |
| Sewage System | 6 | 141,240.00 | 5,120.00 | 0 |
| Demolition | 3 | 330,000.00 | 390.00 | 0 |
| Monthly Total | 36 | 9,791,240.00 | 65,596.99 | 8 |
| Total Year to Date | 112 | 38,574,153.00 | 180,035.09 | 18 |
| 12 Month Average | 23 | 7,629,141.92 | 41,112.67 | 7 |
| 10 Year Monthly Avg. | 33 | 7,436,499.00 | 56,126.93 | 7 |
| 10 Year, Year to Date Avg. | 110 | 29,030,391.50 | 199,205.13 | 38 |



CONSULTATION

None

FINANCIAL CONSIDERATIONS

None

ATTACHMENTS

None

STRATEGIC PLAN 2024

N/A Core-Service

Approved by: Brooke Lambert, Chief Administrative Officer



TOWNSHIP OF WELLINGTON NORTH

TO: Mayor and Council
 DATE: 2024-08-26
 MEETING TYPE: Open
 SUBMITTED BY: Darren Jones, Chief Building Official
 REPORT #: CBO 2024-010
 REPORT TITLE: Building Permit Review June 2024

RECOMMENDED MOTION

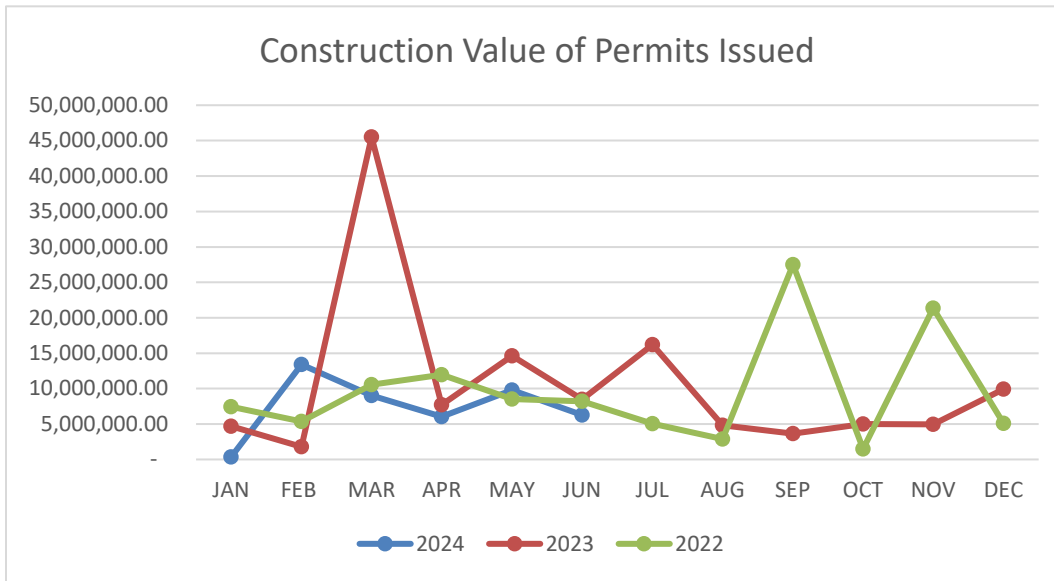
THAT the Council of the Corporation of the Township of Wellington North receive Report CBO 2024-010 being the Building Permit Review for the month of June 2024.

PREVIOUS REPORTS/BY-LAWS/RESOLUTIONS

- CBO 2024-009 being the Building Permit Review for the month of May 2024

BACKGROUND

| PROJECT DESCRIPTION | PERMITS ISSUED | CONSTRUCTION VALUE | PERMIT FEES | RESIDENTIAL UNITS |
|----------------------------|----------------|--------------------|-------------|-------------------|
| Residential Building | 5 | 1,875,000.00 | 14,676.55 | 3 |
| Accessory Structures | 4 | 125,000.00 | 3,628.32 | 0 |
| Pool Enclosures | 1 | 20,000.00 | 130.00 | 0 |
| Assembly | 2 | 6,000.00 | 260.00 | 0 |
| Institutional | 2 | 900,000.00 | 12,220.00 | 0 |
| Commercial | 1 | 7,500.00 | 357.50 | 0 |
| Industrial | 0 | 0.00 | 0.00 | 0 |
| Agricultural | 12 | 3,226,000.00 | 27,873.80 | 0 |
| Sewage System | 3 | 70,000.00 | 1,560.00 | 0 |
| Demolition | 5 | 30,000.00 | 650.00 | 0 |
| Monthly Total | 35 | 6,259,500.00 | 61,356.17 | 3 |
| Total Year to Date | 147 | 44,833,653.00 | 241,391.26 | 21 |
| 12 Month Average | 23 | 7,444,283.58 | 40,515.32 | 6 |
| 10 Year Monthly Avg. | 33 | 6,254,537.50 | 44,272.36 | 9 |
| 10 Year, Year to Date Avg. | 143 | 33,894,250.20 | 241,349.87 | 46 |



CONSULTATION

None

FINANCIAL CONSIDERATIONS

None

ATTACHMENTS

None

STRATEGIC PLAN 2024

N/A Core-Service

Approved by: Brooke Lambert, Chief Administrative Officer



TOWNSHIP OF WELLINGTON NORTH

TO: Mayor and Council
 DATE: 2024-08-26
 MEETING TYPE: Open
 SUBMITTED BY: Darren Jones, Chief Building Official
 REPORT #: CBO 2024-011
 REPORT TITLE: Building Permit Review July 2024

RECOMMENDED MOTION

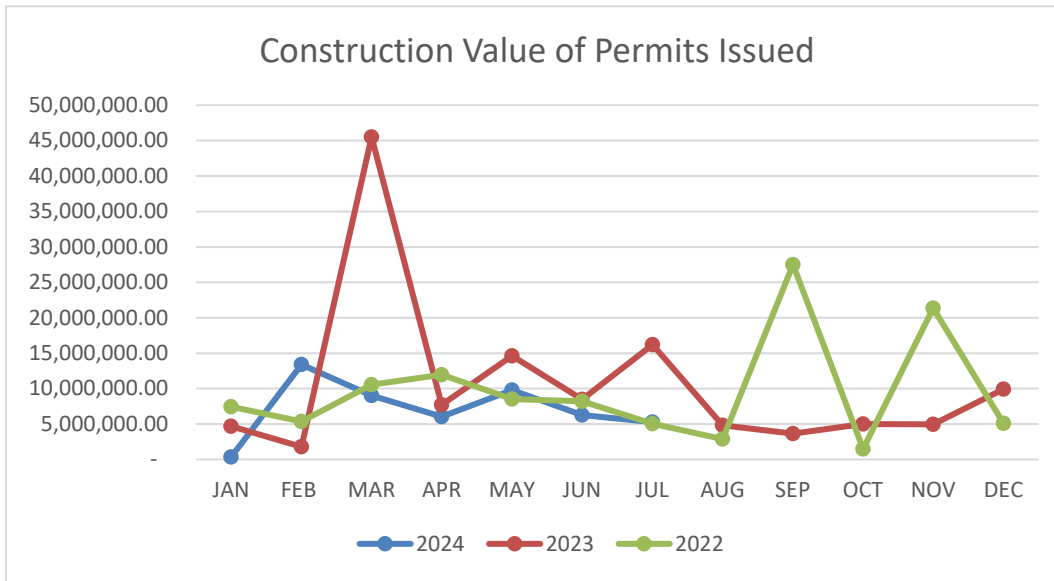
THAT the Council of the Corporation of the Township of Wellington North receive Report CBO 2024-011 being the Building Permit Review for the month of July 2024.

PREVIOUS REPORTS/BY-LAWS/RESOLUTIONS

- CBO 2024-010 being the Building Permit Review for the month of June 2024

BACKGROUND

| PROJECT DESCRIPTION | PERMITS ISSUED | CONSTRUCTION VALUE | PERMIT FEES | RESIDENTIAL UNITS |
|----------------------------|----------------|--------------------|-------------|-------------------|
| Residential Building | 11 | 3,110,000.00 | 31,531.58 | 10 |
| Accessory Structures | 7 | 243,000.00 | 6,720.56 | 1 |
| Pool Enclosures | 2 | 97,000.00 | 260.00 | 0 |
| Assembly | 2 | 13,000.00 | 260.00 | 0 |
| Institutional | 1 | 30,000.00 | 260.00 | 0 |
| Commercial | 0 | 0.00 | 0.00 | 0 |
| Industrial | 0 | 0.00 | 0.00 | 0 |
| Agricultural | 6 | 1,770,000.00 | 20,591.94 | 0 |
| Sewage System | 0 | 0.00 | 0.00 | 0 |
| Demolition | 1 | 1,000.00 | 130.00 | 0 |
| Monthly Total | 30 | 5,264,000.00 | 59,754.08 | 11 |
| Total Year to Date | 177 | 50,097,653.00 | 301,145.34 | 32 |
| 12 Month Average | 22 | 6,534,004.42 | 41,467.36 | 7 |
| 10 Year Monthly Avg. | 31 | 5,352,071.00 | 42,008.45 | 5 |
| 10 Year, Year to Date Avg. | 173 | 30,665,995.00 | 287,050.15 | 50 |



CONSULTATION

None

FINANCIAL CONSIDERATIONS

None

ATTACHMENTS

None

STRATEGIC PLAN 2024

N/A Core-Service

Approved by: Brooke Lambert, Chief Administrative Officer



TOWNSHIP OF WELLINGTON NORTH

TO: Mayor and Council

DATE: 2024-08-26

MEETING TYPE: Open

SUBMITTED BY: Mandy Jones, Manager Community & Economic Development

REPORT #: C&ED 2024-036

REPORT TITLE: Lynes Blacksmith Shop Raise the Roof

RECOMMENDED MOTION

THAT the Council of the Corporation of the Township of Wellington North receive Report C&ED 2024-036 being a report on the Lynes Blacksmith Shop;

AND THAT Council approve a bridge loan not to exceed \$125,000 for roof repairs on the Lynes Blacksmith Shop;

AND THAT Council directs staff to prepare a loan agreement with the Lynes Blacksmith Shop in the amount of \$125,000.00 at a zero percent interest rate for a period of 18 months;

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

PREVIOUS REPORTS/BY-LAWS/RESOLUTIONS

- CLK 2016-034 Designating Blacksmith Committee a Committee of Council
- RAC 2018-002 Blacksmith Shop Property Donation
- CAO 2018-004 Report to Council Blacksmith Shop - Property Donation
- CAO 2018-004 Schedule A Report to Council- Blacksmith Shop – Property Donation
- By-Law No.089-18 Schedule A
- By-Law 089-18 Donation agreement Lynes Blacksmith Shop

BACKGROUND

In 2017, the Township assumed ownership of the Lynes Blacksmith Shop property in Kenilworth. To support the facility's future plans, a change of use designation was required, resulting in several capital investments outlined below. The final phase of the required work is the roof renovation. Once completed, the building will fully comply with the engineer's

requirement. The Lynes Blacksmith Shop Committee is committed to a sympathetic restoration of the roof, ensuring thorough preparation for the upcoming work.

The Township allocates \$5,000 annually in the operating budget to cover utilities and insurance. All other miscellaneous expenses are funded through the Committee's fundraising efforts. Notably, this is the first time the Committee has needed to request financial support from the Township, except for support through community grants and donations. All previous capital works have been covered through fundraising, grants, and donations.

Capital Investments

- Total Primary Forge restoration
- Met TSSA standards to deal with underground gas tank
- Tree removal, planting and landscaping
- Secondary Forge restoration
- Façade Restoration including manufacturing/replication of windows
- Permanent on-site storage
- Fencing to Delineate Property Lines
- Replication of wooden doors and hardware with emergency and safety requirements
- New Furnace Installation (donated by Chalmers)
- Township Lawn Maintenance
- Website Launch
- Electrical Restoration (moved from the house to the shop)
- Restoration of Two Chimneys

Community Outreach

- Organized community tours, cultural days, and various events, including those led by the Lynes Committee.
- Launched a new website to enhance public engagement.

Funding

- Received funding through the Rural Economic Development (RED) Grant.
- Consistently awarded a \$2,000 community grant from the County of Wellington.
- Secured a Community Improvement Grant from the Township for the façade.
- Additional community grants and donations ranging from \$500 to \$10,000.

Recognition

- Awarded the Architectural Conservancy of Ontario Advocacy Award.

ANALYSIS

The "Raise the Roof" campaign is focused on a sympathetic restoration of the Lynes Blacksmith Shop, ensuring the structure remains sound for another 150 years. This

restoration involves an entire new roof structure that mimics the historical detail but meets all engineer requirements. There will be some stone wall preparation work to take the new roof, and finally a heritage friendly metal roof installed while replicating all the original architectural elements.

Project Overview:

- Project Manager: Brad Schwindt is overseeing the installation of the new roof.
- Contractor: Triple F Construction has been selected as the contractor for this project.
- Timeline: The project is expected to take approximately three weeks to complete.

Rationale for Contractor Selection: While many additional contractors were approached and reviewed, the decision to select Triple F Construction as the contractor was based on their understanding of the need for a sympathetic approach to the restoration. This ensures the historical integrity of the structure is preserved.

Project Costs: The total project cost is approximately \$114,000 plus HST. This estimate does not include any contingency funds.

Artifact Preservation: To protect the shop's valuable artifacts during construction, the Lynes Blacksmith Shop Committee have been carefully removed and stored on-site in a sea container.

Community Involvement: The Chief Building Official has reviewed the project, and there has been discussion with Community Development to support communication efforts throughout the project.

Reopening and Maintenance: The Lynes Blacksmith Shop is scheduled to reopen in spring 2025, with ongoing fundraising efforts continuing to support the project. Importantly, the cost of maintenance is not expected to increase as a result of this renovation, as utilities pertain to the house, not the shop.

Campaign Oversight: The "Raise the Roof" campaign is being overseen by the Lynes Blacksmith Shop Committee, with Brad Schwindt managing the project alongside Paul Martin and Triple F Construction.

CONSULTATION

Kate Rowley, Chair Lynes Blacksmith Shop

Mike Wilson, Community Development Coordinator

Jerry Idialu, Director of Finance

FINANCIAL CONSIDERATIONS

Capital: \$125,000.00

ATTACHMENTS

N/A

- Shape and support sustainable growth
How:
- Deliver quality, efficient community services aligned with the Township's mandate and capacity
How:
- Enhance information sharing and participation in decision-making
How:
- N/A Core-Service

Approved by: Brooke Lambert, Chief Administrative Officer



TOWNSHIP OF WELLINGTON NORTH

TO: Mayor and Council

DATE: 2024-08-26

MEETING TYPE: Open

SUBMITTED BY: Mandy Jones, Manager Community & Economic Development

REPORT #: C&ED 2024-037

REPORT TITLE: Community Grants and Donations Program update

RECOMMENDED MOTION

THAT the Council of the Corporation of the Township of Wellington North receive Report C&ED 2024-037;

AND THAT Council designate the Mount Forest Fireworks Festival, Arthur Optimist Canada Day Celebration, and Louise Marshall Hospital Foundation Fundraising Gala as signature events;

AND FURTHER THAT Council approve the new Community Grants and Donations Program as Attachment A.

PREVIOUS REPORTS/BY-LAWS/RESOLUTIONS

- C&ED 2024-016 Grants and Donations Community Development Fund
- EDO 2023-011 Grants & Donations Community Development Program
- EDO 2023-012 Grants & Donations Community Development Program
- EDO 2022-012 Grants & Donations Community Development Program
- EDO 2021-012 Grants & Donations Community Development Program
- EDO 2020-007 Grants & Donations Community Development Program

BACKGROUND

The Township of Wellington North values the significant role that not-for-profit and community organizations play in delivering events and projects that support our community.

In December 2016, Council approved the Grants and Donations Community Development Program Fund. The fund supported project and event-based initiatives, for not-for-profit organizations and community groups and encouraged a high-level of collaboration.

Applications were accepted annually until March 31, for use of funds/fee waivers that same year.

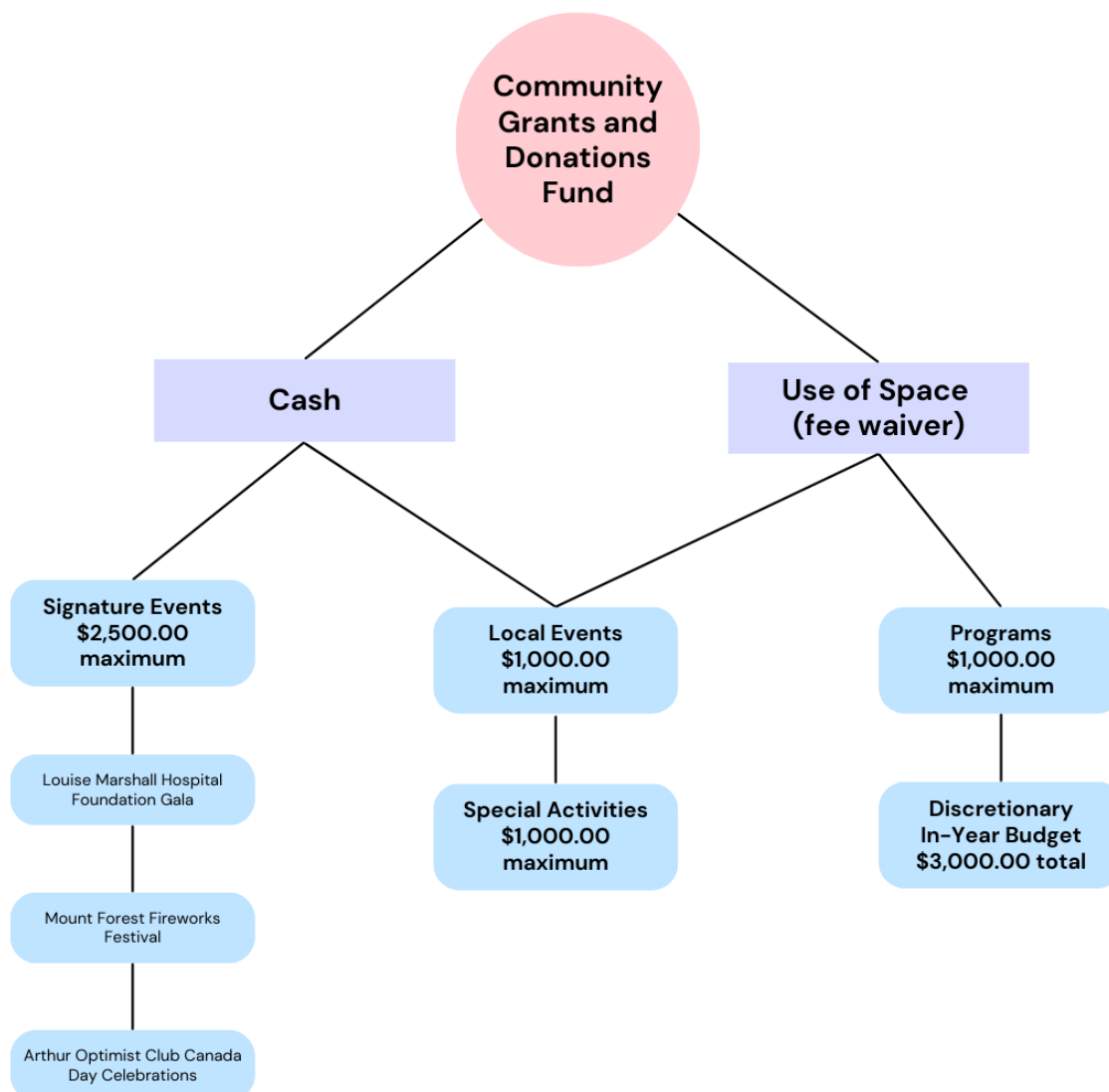
Since 2017, council has awarded a total of \$368,814.65 in funds and fee waivers for numerous projects, activities and initiatives.

At the April 22, 2024 Meeting of Council, Council directed staff to review the delivery of the Grants and Donations Community Development Program Fund for 2025.

ANALYSIS

To better align with Council's goals of supporting community organizations in delivering impactful events, activities, and programs, staff recommend updating the program to include two distinct streams:

1. **Cash** (for Signature Events, Local Events, and Special Activities)
2. **Waiver of Fees** (for Programs, Local Events, Special Activities, and Discretionary in-year budget Donations)



The overall budget for the Fund will remain at \$40,000. However, to streamline the process and ensure alignment with specific funding priorities, the following allocations will be managed separately from the Grants and Donations Community Development Fund process:

- \$10,000 for health care recruitment (subject to an annual presentation to Council)
- \$10,000 for the Seniors' Centre for Excellence (subject to an annual presentation to Council)
- \$2,500 for the Mount Forest and District Chamber of Commerce (as per the memorandum of understanding)
- \$2,500 for the Arthur and District Chamber of Commerce (as per the memorandum of understanding)

It's important to note that while these amounts will no longer be part of the Grants and Donations Community Development Fund, they will still be available through a different process. North Wellington Health Care Alliance and the Seniors Centre for Excellence will need to present to Council for funding requests, and the Chambers funding dollars will be recognized through the formal Memorandum of Understandings.

The restructured Grants and Donations Community Development Fund will consist of:

- \$37,000 for the Fund (requiring formal application and Council approval, consistent with previous years)
- \$3,000 for Discretionary in-year budget donations

Staff acknowledge the short timeline for implementing these changes for the 2025 cycle, however, we believe this updated structure will provide a smoother budget process moving forward. For 2025, staff are suggesting that there be a second intake in early 2025, should there be unrequested funds or further clarity needed on planned activities.

The new funding model will ensure that Council's priorities are effectively met. By setting dollar and fee waiver maximums, staff anticipate the opportunity to support a greater number of programs, events and activities. Additionally, by expanding eligibility to include for-profit businesses and organizations, the program will enable more diverse offerings, particularly in areas where the Township currently lacks capacity.

CONSULTATION

Mike Wilson, Community Development Coordinator

Brooke Lambert, CAO

Jerry Idialu, Treasurer

Tom Bowden, Recreation Services Manager

FINANCIAL CONSIDERATIONS

Capital: NA

Operating:

- Community Grants and Donations: The \$40,000 allocated for community grants and donations will remain in the operating budget.
- Additional Allocations: An additional \$25,000 will be added to the operating budget to cover:
 - \$10,000 for doctor recruitment
 - \$10,000 for seniors' programming
 - \$5,000 for Chamber of Commerce MOUs

Staffing Implications: Some staff support will be necessary to continue delivering the program effectively. This will include responsibilities such as reviewing applications, processing payments, applying fee waivers, and following up on program metrics.

ATTACHMENTS

Attachment A 2025 Community Grants and Donations Program

STRATEGIC PLAN 2024

- Shape and support sustainable growth
How:
- Deliver quality, efficient community services aligned with the Township's mandate and capacity
How: By helping local not-for profit organizations fund key events and programming the Township is ensuring that there is a vibrant and active community.
- Enhance information sharing and participation in decision-making
How:
- N/A Core-Service

Approved by: Brooke Lambert, Chief Administrative Officer



2024-2025 Grants and Donations Community Development Fund Overview

PURPOSE OF THE FUNDS

The Township of Wellington North values the important role that not-for-profit organizations and community groups play in delivering events and projects that support our community. The Grants and Donations Community Development Fund (The Fund) provides funding aimed at enabling local groups to plan, develop and implement community development-based projects and events. The project should meet local needs, involve, and empower local people and have an aim of sustainability. This fund provides an opportunity to do more than just financially support a project or group and is intended to facilitate the provision of ongoing benefits to the community.

FUNDING

Funding is made available to eligible organizations through a competitive process. The total amount available each year is approved by Council as part of the annual budget process.

In 2025, the Fund will consist of two streams:

1. **Cash donations**
2. **Use of Space**

Funding will be available to eligible organizations in the following categories:

- Signature Event – maximum of \$2,500.00, Cash Donation only.
- Local Event – maximum of \$1,000.00, Cash Donation or Use of Space.
- Program - maximum of \$1,000.00, Use of Space only.
- Special Activity - maximum of \$1,000.00, Cash Donation only.

CASH DONATIONS

The Cash Donation stream allows eligible organizations to apply for cash to assist with the execution of events or programs within the Township of Wellington North.

Signature Events (recognized by Council) are eligible to receive up to \$2,500. Local Events and Special Activities are eligible to receive up to \$1,000.

USE OF SPACE

The Use of Space stream allows eligible organizations to apply for a fee waiver for a use of space in a Township-owned facility to host an event or program.

Local Events, Special Activities and Programs are eligible to receive up to \$1,000.

APPLICATION REVIEW PROCESS

Applications for the 2025 intake of the Fund must be submitted by **September 30, 2024**. Township staff will review the applications and prepare a report for Council approval. All applicants will be notified of the decision by January 2025.

When reviewing applications, the following items will be taken into consideration:

1. Is the applicant eligible?
2. Is the applicant applying for funding in the correct stream?
3. Is the applicant applying for funding for an event, program or service designed for Township of Wellington North residents?
4. Is the organization receiving funding from other sources?

APPLICATION COMPLETION

Events and projects should be developed using a high degree of participation and engagement with the community during the planning and development stages. Partnerships between organizations to deliver events and projects are strongly encouraged.

Financial statements must be provided upon request. Failure to provide financial statements when asked could result in an application being declined.

OTHER FUNDING SOURCES

1. Funding as it relates to the sponsorship/promotion of culturally significant initiatives such as the promotion of the arts, live arts, exhibitions and/or oral storytelling shall be directed to apply to the **Wellington North Cultural Roundtable Programming Fund**.
2. Implementation of recreation projects or enhancements at existing community facilities, new services, or new facilities in Wellington North with the intent of enhancing the overall well being of the community should be directed to the **Wellington North Community Fund** administered by the Centre Wellington Community Foundation.

FUNDING CONDITIONS

Events, projects and programs must be covered by liability insurance, and be able to produce proof of insurance upon request.

Eligible organizations seeking retroactive funding for events or projects that have already started or have been completed will not receive funding.

Events and projects must be operated by an eligible organization.

APPLICATION PROCESS

Those applying to the Fund must complete the application form. Applications forms are available online at www.wellington-north.com or by contacting Mike Wilson at mwilson@wellington-north.com or 519-848-3620 ext. 4236.

REPORTING

A brief report on the outcome of the event is required, highlighting attendance, community engagements, future of the event or project, etc.

This requirement can be waived in some instances, especially where the funding is an annual request.

MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

The Township of Wellington North may promote the program and reserves the right to use approved and funded projects as examples in promotional programming. The Township may

promote an approved project by using photographs and descriptions of the project in promotional materials.

PAYMENT OF THE GRANT

Applications for which grants have been approved will be notified in writing and funds will be disbursed by cheque made payable to the applicant/organization. For grants that are fee waivers, no cheque will be issued, and the Township will process the appropriate accounting transaction once the event has been held.

LIMITATIONS OF LIABILITY AND INDEMNIFICATION

Township council, staff, and agents shall be indemnified against any actions or outcomes from any approvals granted.

ATTACHMENTS

Attachment A – Definitions

Attachment B – Community Grants and Donations Application Form

Attachment C – Request for Donation Form

ATTACHMENT A – DEFINITIONS

Eligible Organization – An Eligible Organization is one of the following:

- A not-for-profit organization or community group that offers programs, events or services to residents of the Township of Wellington North.
- A for-profit organization that offers programs and services to residents of the Township of Wellington North, specifically youth and/or seniors, that the Township would not be able to offer on its own.
- A group organizing an event or program with the purpose of raising funds for community betterment.

Signature Event – The Fund recognizes three events as Signature Events:

1. The Mount Forest Fireworks Festival
2. The Arthur Optimist Club's Canada Day Celebrations
3. The Louise Marshall Hospital Foundation Gala

Signature Events are designated by Council and are eligible for the Cash Donation stream.

Local Event – A Local Event is any event within the Township of Wellington North that is not considered a Signature Event. Local Events are eligible for the Cash Donation stream and the Use of Space stream.

Program – A Program is a recurring series of events/offerings from an Eligible Organization, note programs are only eligible for the Use of Space stream.

For example: Organization A is hosting a weekly games day for seniors in the Township of Wellington North, their facility rental would be waived up to a maximum of \$1,000.

Special Activities – Special Activities are recurring community betterment efforts designed at enhancing a specific portion of the community. For example: A Horticultural Society planting flowers in the downtown core. Special Activities are eligible for the Cash Donation stream.

ATTACHMENT B – APPLICATION FORM

2025 GRANTS AND DONATIONS APPLICATION FORM

The purpose of this program is to support local community groups and eligible organizations in obtaining donations, waiver of rental fees, etc. in support of local events, programs and fundraisers. The project should meet local needs, involve and empower people, and have an aim of sustainability.

Applications can be submitted at anytime, however all applications must be received by **September 30, 2024**. Staff will review the applications and prepare a report for council approval. All applicants will be notified of the decision when the 2025 Budget is approved by Council.

| | | |
|--|-----------------------|---|
| Organization / Business Name and Address: | | |
| Contact Name and Address: | | |
| Contact Telephone: | Contact email: | Organization website: |
| Please select the category you are applying for (select all that apply): <input type="checkbox"/> Signature Event (cash only) <input type="checkbox"/> Local Event: (<input type="checkbox"/> Cash Donation OR <input type="checkbox"/> Use of Space) <input type="checkbox"/> Program (use of space only) <input type="checkbox"/> Special Activity (cash only) | | Amount Requested: \$ _____ Percentage of Overall Cost: _____ Date Funds Required: _____ Can you provide financial statements if asked? <input type="checkbox"/> Yes <input type="checkbox"/> No |
| If a fundraising event, what cause does the proceeds benefit? | | |

1. Please provide a brief description of your event/program/activity.

2. Information about your event/program/activity.

Is this the first year for your event/program/activity?

Yes No

If no, how many years has this event/program/activity been happening?

Is this the first time you have asked for funding from Wellington North for this event:

Yes No

If no, how many years have you received funding for this event/project:

Do you receive funding from any other sources, such as community groups or other forms of government? Please include in-kind support

Yes No

If yes, who? _____

How many attendees/participants do you anticipate?

If a Special Activity, please provide some metrics your organization will use to determine the success of the activity:

3. What benefits will your event/program/activity bring to Wellington North and its residents? Please list a maximum of three (3) benefits.

- 1. _____
- 2. _____
- 3. _____

4. How has the community been engaged in the planning of your event/program/activity?

5. How do you intend to promote your event/program/activity, and recognize the Township of Wellington North's contribution to your event/program/activity if your application is successful?

6. Please use this space to include any additional information you would like to provide about your event/program/activity.

I hereby make the above application to the Grants and Donations Program declaring all the information contained herein is true and correct, and acknowledge that the Township of Wellington North will process the application based on the information provided.

Signature:

Title:

Printed Name of Signatory:

Date:

The personal information requested in this form is being collected for the purpose of determining eligibility of an applicant to receive a Council grant. The information collected under the authority of the Freedom of Information and Protection of Privacy Act. Questions regarding the collection of this information may be directed to the Municipal Clerk at 519-848-3620, ext.4227 or at the Municipal Office, 7490 Sideroad 7 West, Kenilworth, ON N0G 2E0. Wellington North may promote the program and reserves the right to use approved and funded projects as examples in promotional programming including using photographs and descriptions of the project in promotional materials. All applications to be submitted to the Township of Wellington North Attention Clerk's Department.

Date received by staff: _____

Signature of staff: _____

ATTACHMENT C

2025 REQUEST FOR DONATION FORM

This application form is designed for community groups and organizations to request donations, like silent auction items (such as ice or swimming pool rentals) or for specific events like a Charity Hockey Game.

Applicants fill out the form to detail their need for support and show how the donation will serve the community. Applications are considered continuously, with prompt notification for those selected. The Community and Economic Development collaborates with Recreation Services Department to make all decisions.

| | | |
|---------------------------------------|-----------------------|------------------------------|
| Organization Name and Address: | | |
| Contact Name and Address: | | |
| Contact Telephone: | Contact email: | Organization website: |
| Donation Request: | | Date Required: |

| |
|---|
| 1. Please provide a brief description of your group/organization, and the reason for requesting this donation. |
| |
| |
| |
| |
| 2. Please provide information on how this donation will be used. (Example: Silent Auction item) |
| |
| |
| |
| |

3. How will the Township of Wellington North be recognized for this donation?

| |
|--|
| |
| |
| |
| |
| |

I hereby make the above application to the Grants and Donations Program declaring all the information contained herein is true and correct, and acknowledge that the Township of Wellington North will process the application based on the information provided.

Signature:

Title:

Printed Name of Signatory:

Date:

The personal information requested in this form is being collected for the purpose of determining eligibility of an applicant to receive a Council grant. The information collected under the authority of the Freedom of Information and Protection of Privacy Act. Questions regarding the collection of this information may be directed to the Municipal Clerk at 519-848-3620, ext.4227 or at the Municipal Office, 7490 Sideroad 7 West, Kenilworth, ON N0G 2E0. Wellington North may promote the program and reserves the right to use approved and funded projects as examples in promotional programming including using photographs and descriptions of the project in promotional materials. All applications to be submitted to the Township of Wellington North Attention Clerk's Department.

Date received by staff: _____

Signature of staff: _____

8/20/24

Township of Wellington North
VENDOR CHEQUE REGISTER REPORT
Payables Management

| Cheque Number | Vendor Cheque Name | Cheque Date | Amount |
|----------------------|--------------------------------|--------------------|---------------|
| 80658 | Aquam Inc. | 8/13/24 | \$69.14 |
| 80659 | Bell Canada | 8/13/24 | \$45.64 |
| 80660 | BELLAMY CONTRACTING SERVICES L | 8/13/24 | \$452.00 |
| 80661 | Bluewater Chapter OBOA | 8/13/24 | \$140.12 |
| 80662 | Canadian Tire #066 | 8/13/24 | \$5.64 |
| 80663 | Cedar Creek Tools Ltd | 8/13/24 | \$28.21 |
| 80664 | Chalmers Fuels Inc | 8/13/24 | \$5,685.24 |
| 80665 | Cook School Bus Lines Ltd | 8/13/24 | \$245.21 |
| 80666 | Dependable Emergency Vehicles | 8/13/24 | \$618.55 |
| 80667 | Horizon Data Services Ltd. | 8/13/24 | \$1,751.50 |
| 80668 | Hydro One Networks Inc. | 8/13/24 | \$2,563.80 |
| 80669 | | 8/13/24 | \$1,712.28 |
| 80670 | | 8/13/24 | \$85.46 |
| 80671 | MOLOK NORTH AMERICA LTD | 8/13/24 | \$576.30 |
| 80672 | Prime Arena Services Inc | 8/13/24 | \$1,356.00 |
| 80673 | Principles Integrity | 8/13/24 | \$155.38 |
| 80674 | Raynbow Signs | 8/13/24 | \$33.90 |
| 80675 | | 8/13/24 | \$20.32 |
| 80676 | Royal Bank Visa | 8/13/24 | \$11,117.35 |
| 80677 | | 8/13/24 | \$10.15 |
| EFT0007041 | Agrisan SC Pharma | 8/13/24 | \$10,594.87 |
| EFT0007042 | ALS Canada Ltd. | 8/13/24 | \$409.06 |
| EFT0007043 | Arthur Chrysler Dodge Jeep Lim | 8/13/24 | \$384.82 |
| EFT0007044 | Arthur ACE Hardware | 8/13/24 | \$434.32 |
| EFT0007045 | Artic Clear 1993 Inc. | 8/13/24 | \$2.50 |
| EFT0007046 | B M Ross and Associates | 8/13/24 | \$12,824.54 |
| EFT0007047 | City of Guelph | 8/13/24 | \$2,159.34 |
| EFT0007048 | Coffey Plumbing, Div. of KTS P | 8/13/24 | \$366.12 |
| EFT0007049 | County of Wellington | 8/13/24 | \$2,052.38 |
| EFT0007050 | Duncan, Linton LLP, Lawyers | 8/13/24 | \$1,673.88 |
| EFT0007051 | Eric Cox Sanitation | 8/13/24 | \$1,283.95 |
| EFT0007052 | Excel Business Systems | 8/13/24 | \$17,556.85 |
| EFT0007053 | FOSTER SERVICES/822498 ONT INC | 8/13/24 | \$2,695.05 |
| EFT0007054 | FOXTON FUELS LIMITED | 8/13/24 | \$145.38 |
| EFT0007055 | | 8/13/24 | \$250.00 |
| EFT0007056 | Ideal Supply Inc. | 8/13/24 | \$78.91 |
| EFT0007057 | InfraRed Imaging Solutions Inc | 8/13/24 | \$2,796.75 |
| EFT0007058 | International Trade Specialist | 8/13/24 | \$62.30 |

| Cheque Number | Vendor Cheque Name | Cheque Date | Amount |
|----------------------|--------------------------------|--------------------|---------------|
| EFT0007059 | Midcom | 8/13/24 | \$169.39 |
| EFT0007060 | Ontario One Call | 8/13/24 | \$144.35 |
| EFT0007061 | PETRO-CANADA | 8/13/24 | \$3,904.95 |
| EFT0007062 | Print One | 8/13/24 | \$194.64 |
| EFT0007063 | PSD Citywide Inc. | 8/13/24 | \$6,205.57 |
| EFT0007064 | ROBERTS FARM EQUIPMENT | 8/13/24 | \$107.34 |
| EFT0007065 | WJF Instrumentation (1990) Ltd | 8/13/24 | \$644.10 |
| | Total Cheques: | | \$93,813.55 |

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

BY-LAW NUMBER 072-2024

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF THE WINTER MAINTENANCE AGREEMENT BETWEEN INTEGRATED MAINTENANCE AND OPERATIONS SERVICE INC. OPERATING UNDER THE NAME OF “OWEN SOUND HIGHWAY MAINTENANCE LIMITED” (IMOS) AND THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

WHEREAS The Corporation of the Township of Wellington North and Integrated Maintenance and Operations Service Inc. operating under the name of “Owen Sound Highway Maintenance Limited” (IMOS) wish to enter into an agreement for winter maintenance services (Arthur and Mount Forest).

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

1. That the Corporation of the Township of Wellington North enter into an agreement with Integrated Maintenance and Operations Service Inc. operating under the name of “Owen Sound Highway Maintenance Limited” (IMOS) in substantially the same form as the agreements attached hereto as Schedule “A” and “B”.
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 AND PASSED THIS 26TH DAY OF AUGUST, 2024.

ANDREW LENNOX, MAYOR

KARREN WALLACE CLERK

This Agreement for winter maintenance services made this ____ day of _____, 2024

BETWEEN:

Integrated Maintenance and Operations Services Inc.
Operating under the name of “Owen Sound Highway Maintenance
Limited”

(Hereinafter referred to as “IMOS”)

-And-

The Corporation of the Township of Wellington North

(Hereinafter referred to as the “Municipality”)

WHEREAS Highway 6 within the limits of the former Town of Arthur is under the jurisdiction of the Municipality and connects to Highway 6;

AND WHEREAS IMOS will travel over Highway 6 within the limits of the former Town of Arthur in order to maintain Highway 6;

AND WHEREAS the Municipality has requested that IMOS provide winter maintenance services on Highway 6 within the limits of the former Town of Arthur.

AND WHEREAS IMOS has agreed to provide such winter maintenance services on Highway 6 within the limits of the former Town of Arthur upon the terms and conditions set out herein.

NOW THEREFORE in consideration of the covenants in this Agreement and for other good and valuable consideration (the receipt and sufficient of which are hereby acknowledged), the parties hereto agree as follows:

1. **Term:** IMOS hereby agrees to provide the winter maintenance services on Highway 6 within the limits of the former Town of Arthur from 12:01 a.m. October 15, 2024 until 11:59 p.m. April 30, 2025.
2. **Level of Service:** IMOS hereby agrees to provide such winter maintenance services and at the level of service specified in attached Schedule “A” to this Agreement.
3. **Contacts:**

IMOS’ contact shall be:

Greg Smart, Operations Manager
PO Box 309
Chatsworth, ON N0H 1G0
(519) 387-0563

The Municipality’s contact shall be:

Dale Clark, Director of Operations
The Corporation of the Township of Wellington North
7490 Sideroad 7 West, PO Box 125
Kenilworth, ON N0G 2E0

4. **Indemnification:** The Municipality shall indemnify and hold harmless IMOS and its contractors, agents, their officers and employees from and against all claims, demands, losses, expenses, costs, damages, actions suits or proceedings by third parties, hereinafter called "Claims", directly or indirectly arising or alleged to arise out of the performance of or the failure to perform the services, unless such Claims are:

- a) caused by negligent acts of IMOS or its contractor or anyone for whose acts IMOS or its contractors may be liable; and,

5. **Insurance:** The Municipality shall maintain, in full force and effect, adequate liability insurance at all times and throughout the term of this Agreement.

6. **Payment:** The Municipality hereby agrees to pay IMOS two lump sum payments of \$5,418.42 -plus HST for the winter maintenance services provided by IMOS pursuant to this Agreement. Invoices will be issued by IMOS to the Municipality on December 31st, 2024 and February 28th, 2025.

7. **Authority:** The Municipality warrants that it has taken all necessary steps, done all acts, passed all by-laws and obtained all approvals required to give it the authority to enter into this Agreement.

IN WITNESS WHEREOF IMOS and the Municipality, by their duly authorized representatives, have hereunto set their signatures on the dates herein written below.

IMOS

The Corporation of the Township of Wellington North



 Greg Smart, Operations Manager
 Owen Sound Highway Maintenance Ltd.

Mayor

Clerk

Schedule 'A'

IMOS agrees to make best effort to maintain one lane in each direction of the Municipality's Connecting Link as a Class 2 Highway in accordance with the Ministry of Transportation's Maintenance Quality Standards 701. The following points also form part of this agreement:

1. The agreement must be renewed annually. IMOS cannot guarantee that the work can be undertaken in subsequent years and will notify the municipality by no later than September 1st, 2024 if unable to provide future service.
2. The level of service will include patrolling, plowing, sanding and salting.
3. Where IMOS is unable to meet the service requirements of the Ministry of Transportation's Maintenance Quality Standards 701, it shall notify the Township of such as soon as practicable but no later than 12 hours following the failure to meet said service standard.
4. Snow removal adjacent to the through lanes will not be included in this agreement.

This Agreement for winter maintenance services made this ____ day of _____, 2024

BETWEEN:

Integrated Maintenance and Operations Services Inc.
Operating under the name of "Owen Sound Highway Maintenance
Limited"

(Hereinafter referred to as "IMOS")

-And-

The Corporation of the Township of Wellington North

(Hereinafter referred to as the "Municipality")

WHEREAS Highway 6 and 89 within the limits of the former Town of Mount Forest is under the jurisdiction of the Municipality and connects to Highway 6 and 89;

AND WHEREAS IMOS will travel over Highway 6 and Highway 89 within the limits of the former Town of Mount Forest in order to maintain Highway 6 and Highway 89;

AND WHEREAS the Municipality has requested that IMOS provide winter maintenance services on Highway 6 and Highway 89 within the limits of the former Town of Mount Forest.

AND WHEREAS IMOS has agreed to provide such winter maintenance services on Highway 6 and Highway 89 within the limits of the former Town of Mount Forest upon the terms and conditions set out herein.

NOW THEREFORE in consideration of the covenants in this Agreement and for other good and valuable consideration (the receipt and sufficient of which are hereby acknowledged), the parties hereto agree as follows:

1. **Term:** IMOS hereby agrees to provide the winter maintenance services on Highway 6 and Highway 89 within the limits of the former Town of Mount Forest from 12:01 a.m. October 15, 2024 until 11:59 p.m. April 30, 2025.
2. **Level of Service:** IMOS hereby agrees to provide such winter maintenance services and at the level of service specified in attached Schedule "A" to this Agreement.
3. **Contacts:**

IMOS' contact shall be:

Greg Smart, Operations Manager
PO Box 309
Chatsworth, ON N0H 1G0
(519) 387-0563

The Municipality's contact shall be:

Dale Clark, Director of Operations
The Corporation of the Township of Wellington North
7490 Sideroad 7 West, PO Box 125
Kenilworth, ON N0G 2E0

4. **Indemnification:** The Municipality shall indemnify and hold harmless IMOS and its contractors, agents, their officers and employees from and against all claims, demands, losses, expenses, costs, damages, actions suits or proceedings by third parties, hereinafter called "Claims", directly or indirectly arising or alleged to arise out of the performance of or the failure to perform the services, unless such Claims are:

- a) caused by negligent acts of IMOS or its contractor or anyone for whose acts IMOS or its contractors may be liable; and,

5. **Insurance:** The Municipality shall maintain, in full force and effect, adequate liability insurance at all times and throughout the term of this Agreement.

6. **Payment:** The Municipality hereby agrees to pay IMOS two lump sum payments of \$19,515.33 plus HST for the winter maintenance services provided by IMOS pursuant to this Agreement. Invoices will be issued by IMOS to the Municipality on December 31st, 2024 and February 28th, 2025.

7. **Authority:** The Municipality warrants that it has taken all necessary steps, done all acts, passed all by-laws and obtained all approvals required to give it the authority to enter into this Agreement.

IN WITNESS WHEREOF IMOS and the Municipality, by their duly authorized representatives, have hereunto set their signatures on the dates herein written below.

IMOS

The Corporation of the Township of Wellington North



Greg Smart, Operations Manager
Owen Sound Highway Maintenance Ltd.

Mayor

Clerk

Schedule 'A'

IMOS agrees to make best effort to maintain one lane in each direction of the Municipality's Connecting Link as a Class 2 Highway in accordance with the Ministry of Transportation's Maintenance Quality Standards 701. The following points also form part of this agreement:

1. The agreement must be renewed annually. IMOS cannot guarantee that the work can be undertaken in subsequent years and will notify the municipality by no later than September 1st, 2024 if unable to provide future service.
2. The level of service will include patrolling, plowing, sanding and salting.
3. Where IMOS is unable to meet the service requirements of the Ministry of Transportation's Maintenance Quality Standards 701, it shall notify the Township of such as soon as practicable but no later than 12 hours following the failure to meet said service standard.
4. Snow removal adjacent to the through lanes will not be included in this agreement.

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

BY-LAW NUMBER 073-2024

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

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

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

1. THAT Schedule 'A-3' of By-law 66-01 is amended by changing the zoning of the lands described as Part of Park Lot 4, Plan 61R22383 Parts 2 and 3, municipally known as 440 Wellington Street East, as shown on Schedule "A" attached to and forming part of this By-law from **Holding Residential Site Specific ((H)R3-20)** to **Residential Site Specific (R3-20)**.
2. THAT except as amended by this By-law, the land as shown on the attached Schedule 'A' shall be subject to all applicable regulations of Zoning By-law 66-01, as amended.
3. THAT this By-law shall take force and effect on the date of passing and come into force in accordance with the requirements of the Planning Act, R.S.O. 1990.

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

ANDREW LENNOX, MAYOR

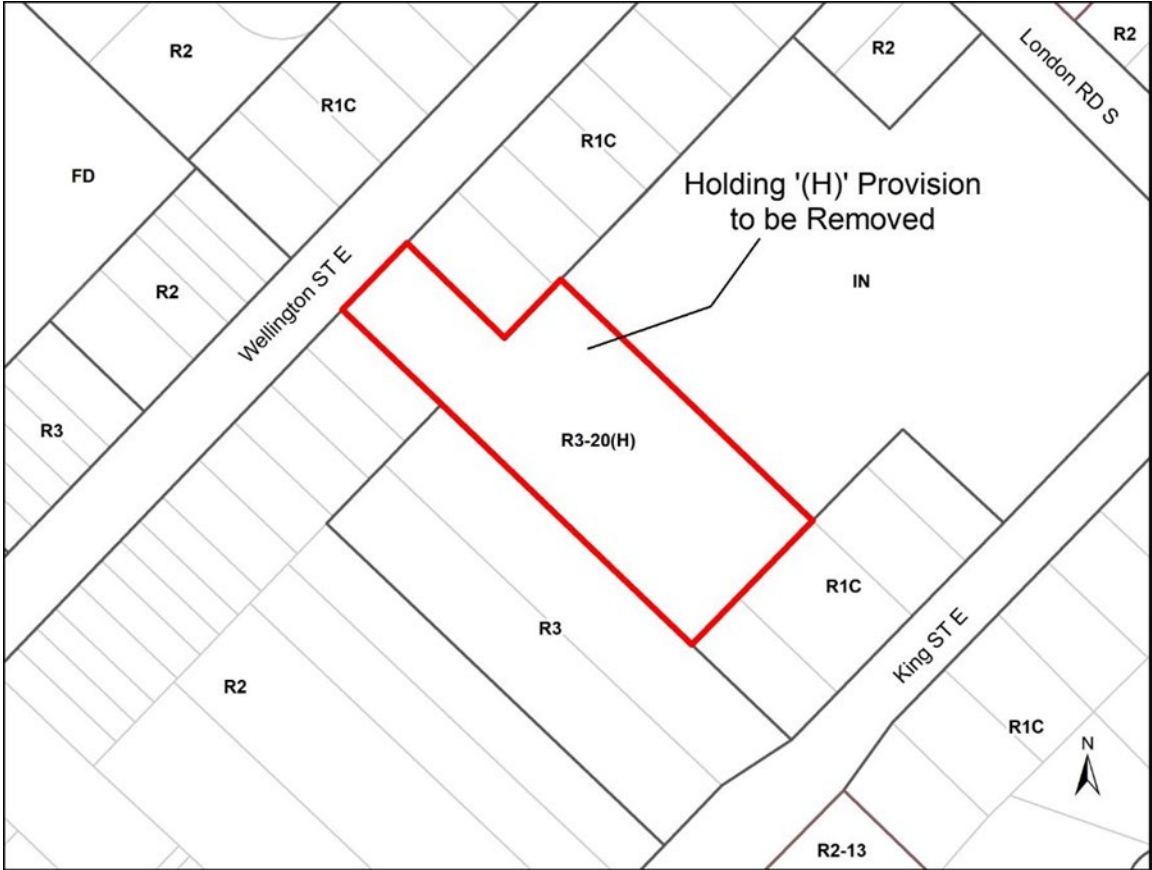
KARREN WALLACE, CLERK

THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NO. 073-2024

Schedule "A"

This is Schedule "A" to By-law 073-2024



Passed this 26th day of August 2024

MAYOR

CLERK

EXPLANATORY NOTE

BY-LAW NUMBER 073-2024

THE LOCATION OF THE SUBJECT LANDS is described as Part of Park Lot 4, Plan 61R22383 Parts 2 and 3 and is municipally known as 440 Wellington Street East. The subject property has a total area of approximately 0.56 ha (1.39 ac).

THE PURPOSE AND EFFECT of the proposed amendment is to remove the Holding Symbol (H) from the subject lands to permit the construction of stacked townhouses on the lot. The Holding Symbol has been applied to the subject lands to provide Council with an opportunity to ensure that municipal water and sewage servicing including sufficient reserve capacity is made available, stormwater management has been adequately addressed, a Site Plan Approval has been obtained and a Site Plan Agreement has been executed.

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

BY-LAW NUMBER 074-2024

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF A
TOURISM GROWTH CONTRIBUTION AGREEMENT BETWEEN
HIS MAJESTY THE KING IN RIGHT OF CANADA AND
AND THE CORPORATION OF THE TOWNSHIP OF WELLINGTON
NORTH**

WHEREAS The Corporation of the Township of Wellington North and His Majesty the King in Right of Canada wish to enter into a Tourism Growth Contribution Agreement.

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

1. That the Corporation of the Township of Wellington North enter into an agreement with His Majesty the King in Right of Canada in substantially the same form as the agreements attached hereto as Schedule "A" .
2. THAT the Chief Administrative Officer of the Corporation of the Township of Wellington North is hereby authorized and directed to execute the said agreement and all other documentation required on behalf of the Corporation.

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

ANDREW LENNOX, MAYOR

KARREN WALLACE CLERK

TOURISM GROWTH PROGRAM
CONTRIBUTION AGREEMENT

This Contribution Agreement is made as of August 15, 2024

BETWEEN:

HIS MAJESTY THE KING IN RIGHT OF CANADA (“His Majesty”)
hereby represented by the Minister of State (Federal Economic Development
Agency for Southern Ontario)

- and –

TOWNSHIP OF WELLINGTON NORTH (“Recipient”) a Municipality
under the laws of Ontario.

WHEREAS:

- A. As part of the Southern Ontario Prosperity Program, the Minister has established the *Tourism Growth Program* to support communities, small- and medium-sized enterprises and not-for-profit organizations to develop local tourism projects and experiences, delivered by the Federal Economic Development Agency for Southern Ontario (“Agency”); and
- B. The Agency (as defined below) seeks to guarantee individuals the right to be free from discrimination based on race, national or ethnic origin, colour, religion, age, sex, sexual orientation, gender identity or expression, marital status, family status, genetic characteristics, and disability, in accordance with section 35 of the *Canadian Human Rights Act*;
- C. The Agency seeks to promote a more representative workforce and commits to correcting disadvantages in employment experienced by women, Indigenous peoples, Black Canadians and other racialized Canadians, in accordance with the *Employment Equity Act*; and
- D. The Minister has agreed to make a non-repayable contribution to the Recipient in support of the Recipient’s Eligible and Supported Costs (as defined herein) of the Project.

NOW THEREFORE, in accordance with the mutual covenants and agreements herein, His Majesty as represented by the Minister (as defined herein) and the Recipient agree as follows:

1. Purpose of the Agreement

The purpose of this Agreement is to set out the terms and conditions under which the Minister will provide funding in support of the Project (as defined herein).

2. Interpretation

- 2.1 **Definitions.** In this Agreement, a capitalized term has the meaning given to it in this section, unless the context indicates otherwise:
- (a) **Agency** means the Federal Economic Development Agency for Southern Ontario.
 - (b) **Agreement** means this contribution agreement including all the annexes attached hereto, as such may be amended, restated or supplemented, from time to time.
 - (c) **Cash Flow Projection of the Project** means a spreadsheet presentation of the Project’s projected total quarterly revenues and expenses for the duration of the Project, and showing all other sources of cash and cash from the anticipated claims for the Contribution.
 - (d) **Completion Date** means the Project completion date, June 30, 2025.
 - (e) **Contribution** means the contribution to Eligible and Supported Costs in the amount stipulated in Subsection 4.1.
 - (f) **Control Period** means the period of four (4) years following the period determined in Subsection 3.1 as the duration of the Agreement.
 - (g) **Date of Acceptance** means the date on which the duplicate fully executed copy of this Agreement is received by the Minister.

- (h) **Eligibility Date** means March 29, 2023.
- (i) **Eligible Costs** means those costs incurred by the Recipient and which, in the opinion of the Minister, are reasonable and required to carry out the Project.
- (j) **Eligible and Not-Supported Costs** means those Eligible Costs which are not supported by the Contribution and which are identified in Annex 1 – Statement of Work.
- (k) **Eligible and Supported Costs** means those Eligible Costs supported by the Contribution as identified in Annex 1 – Statement of Work and relating to the Project activities described therein and which are in compliance with Annex 2 – Costing Memorandum.
- (l) **Event of Default** means the events of defaults described in Subsection 12.1 hereof.
- (m) **Fiscal Year** means the Government of Canada’s fiscal year beginning on April 1st of a year and ending on March 31st of the following year.
- (n) **Minister** means the Minister responsible for the Agency or any one or more of the Minister’s representatives.
- (o) **Parties** means the Minister and the Recipient and **Party** means any one of them.
- (p) **Project** means the project described in Annex 1 – Statement of Work.
- (q) **Project Intellectual Property** includes, without limitation, all technical data, designs, specifications, software, data, drawings, plans, reports, patterns, models, prototypes, demonstration units, practices, inventions, methods and related technology, processes or other information conceived, produced, developed or reduced to practice in carrying out the Project, and all rights therein, including, without limitation, patents, copyrights, industrial designs, trade-marks and any registrations or applications for the same and all other rights of intellectual property therein, including any rights which arise from the above items being treated by the Recipient as trade secrets or confidential information.
- (r) **SME** means small and medium sized enterprises, located in Southern Ontario.
- (s) **Southern Ontario** includes the regions identified on the Agency’s [website](#).
- 2.2 **Singular/Plural.** Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural.
- 2.3 **Entire Agreement.** This Agreement comprises the entire agreement between the Parties. No prior document, negotiation, provision, undertaking or agreement in relation to the subject matter of this Agreement has legal effect. No representation or warranty, whether express, implied or otherwise, has been made by the Minister to the Recipient, except as expressly set out in this Agreement.
- 2.4 **Inconsistency.** In case of inconsistency or conflict between a provision contained in the part of the Agreement preceding the signatures and a provision contained in any of the Annexes to this Agreement, the provision contained in the part of the Agreement preceding the signatures will prevail.
- 2.5 **Annexes.** This Agreement contains the following Annexes as described below, which form an integral part of this Agreement:

Annex 1 - Statement of Work
Annex 2 - Costing Guideline Memorandum
Annex 3 - Reporting Requirements
Annex 4 - Federal Visibility Requirements

[remainder of page intentionally left blank]

3. Duration of Agreement

3.1 **Duration of Agreement.** This Agreement comes into force on the Date of Acceptance and, subject to Subsection 3.2, will terminate:

- (a) twelve (12) months after the earlier of:
 - i) the completion of the Project to the satisfaction of the Minister; or
 - ii) the Completion Date.
- (b) upon the date on which all amounts due by the Recipient to His Majesty under this Agreement, have been paid in full,

whichever is the later, unless terminated earlier in accordance with the terms of this Agreement.

3.2 **Control Period.** Notwithstanding the provisions of Subsection 3.1 above, during the Control Period, the rights and obligations described in the following sections shall continue beyond the duration of the Agreement:

Section 5 – Other Government Financial Support
Subsection 6.8 – Overpayment or non-entitlement
Subsections 7.2, 7.3, 7.4, 7.5, 7.6, 7.7 and 7.8 – Reporting, Monitoring, Audit and Evaluation
Subsection 8.1c) - Representations
Section 11 – Indemnification and Limitation of Liability
Section 12 – Default and Remedies
Section 13 – Project Assets and Intellectual Property
Section 15 – General
Annex 3 – Reporting Requirements – Section 3

3.3 **Commencement.** The Recipient agrees to commence the Project, no later than sixty (60) calendar days after the Date of Acceptance, otherwise the Minister may terminate this Agreement at the Minister's sole discretion.

4. The Contribution

4.1 The Minister will make a non-repayable Contribution to the Recipient in respect of the Project in an amount not exceeding the lesser of (a) and (b) as follows:

- (a) *One hundred percent (100%)* of Eligible and Supported Costs of the Project incurred by the Recipient; and
- (b) *Thirty-five thousand dollars (\$35,000).*

4.2 The payment of the Contribution per Fiscal Year is set out in Annex 1 – Statement of Work. The Minister will have no obligation to pay any amounts in any other Fiscal Years than those specified in Annex 1 - Statement of Work.

4.3 The Minister shall not contribute to any Eligible and Supported Costs incurred prior to the Eligibility Date or later than the Completion Date.

4.4 The Recipient shall be responsible for all costs of the Project, including cost overruns, if any.

4.5 **Holdbacks.** Notwithstanding any other provisions of this Agreement, the Minister may, at the Minister's sole discretion, withhold up to ten percent (10 %) of the Contribution amount until:

- (a) the Project is completed to the satisfaction of the Minister;
- (b) the Recipient has satisfied all the conditions of this Agreement;
- (c) the final report described in Subsection 6.6 (a) (iii) has been submitted to the satisfaction of the Minister;
- (d) audits and site visits, where required by the Minister, have been completed to the satisfaction of the Minister; and
- (e) the Minister has approved the final claim described in Subsection 6.6.

5. Other Government Financial Support

- 5.1 The Recipient hereby confirms that for purposes of this Project no federal, provincial, municipal or local government assistance has been requested, received or will be received except as disclosed in Annex 1 – Statement of Work.
- 5.2 The Recipient shall promptly inform the Minister in writing in the event additional other government financial support has been requested or received for the Project, during the term of this Agreement and acknowledges and agrees that an adjustment to the amount of the Contribution and a request for repayment of part or all of the amounts paid to the Recipient may be made as a result thereof. The amount of repayment requested will constitute a debt due to His Majesty and will be recovered as such from the Recipient.
- 5.3 In no instance will the total government funding towards the Eligible Costs of the Project be allowed to exceed one hundred percent (100%) of the total Eligible Costs.

6. Claims and Payments

- 6.1 The Recipient shall maintain accounting records that account for the Contribution paid to the Recipient and the related Project costs in respect of this Agreement, separate and distinct from any other sources of funding.
- 6.2 **Claims Procedures.** The Recipient shall submit claims for reimbursement of Eligible and Supported Costs incurred, not more frequently than monthly and not less frequently than quarterly, in a form satisfactory to the Minister and in accordance with the claim schedule provided by the Minister. Each claim will include the following information:
- (a) an itemized summary by cost category of Eligible and Supported Costs incurred substantially in the form prescribed by the Minister;
 - (b) a certification of the claim by a director or officer of the Recipient, confirming the accuracy of the claim and all supporting information provided;
 - (c) if applicable, a certification by a director or officer of the Recipient that any environmental mitigation measures that may be set out in this Agreement have been implemented; and
 - (d) any other substantiating documentation (including without limitation, any invoice or proof of payment), as may be required by the Minister.
- 6.3 The Recipient agrees to submit its first claim for Eligible and Supported Costs incurred within:
- (a) thirty (30) calendar days from the Date of Acceptance of this Contribution Agreement; or
 - (b) thirty (30) calendar days from the date of Project Commencement,
- whichever is the later.
- 6.4 The Recipient agrees to submit its last claim for Eligible and Supported Costs incurred in each Fiscal Year on or before March 15th of that year. For claims related to the final quarter of the Fiscal Year, the Recipient shall also submit to the Minister, no later than March 15th, a detailed estimate of costs incurred but not yet claimed to the end of the Fiscal Year.
- 6.5 **Advance Payments.**
- (a) **Initial Advance.** Where the Minister is satisfied and has determined that the Recipient's cash flow requirements justify the need for an advance against the Eligible and Supported Costs, payable under this Agreement, the Minister may, at the Minister's sole discretion, pay to the Recipient an initial advance for claim for Eligible and Supported Costs, up to seventy-five percent (75%) of the portion of the Contribution allocated to the Fiscal Year in which the request is made subject to the following:
 - (i) the Recipient submits to the Minister's satisfaction, a forecast of cash flow requirements to be incurred during the initial advance period along with any documentation that the Minister may reasonably request; and
 - (ii) the Recipient shall account by way of claim, to the satisfaction of the Minister, for the use of any advances within one hundred and twenty (120) days of the beginning of the advance period.

- (b) **Subsequent Advances.** Where the Minister is satisfied and has determined that the Recipient's cash flow requirements justify the need, the Minister may, at the Minister's sole discretion, make additional advances for Eligible and Supported Costs, subject to the following:
- (i) the Recipient follows the requirements outlined under (a) (i) and (a) (ii) above with respect to any subsequent advance;
 - (ii) the Recipient provides a statement of the Eligible and Supported Costs incurred, during the previous advance period, or any other advance period, certified by a financial officer or other representative of the Recipient;
 - (iii) the Recipient provides a satisfactory report on progress and spending to date substantially in the form prescribed by the Minister; and
 - (iv) the Recipient submits the advance request at least two (2) weeks prior to the start of the advance period to which the advance request pertains.
- (c) The Recipient agrees to spend advances in the Fiscal Year the advance was made, failing which the Recipient agrees to reimburse the Minister any unspent amounts. If the amount of the advance exceeds the amount of Eligible and Supported Costs incurred, during the previous advance period, the Minister may deduct the excess amount and any interest earned by such excess from any other payment under this Agreement.

6.6 Final Claim Procedures.

- (a) The Recipient shall submit a final claim pertaining to the final reimbursement of any Eligible and Supported Costs, previously claimed or not, signed by a director or officer of the Recipient and accompanied by the following, in addition to the requirements set out in Subsection 6.2, in a form satisfactory to the Minister in scope and detail:
- (i) a final statement of total Project costs;
 - (ii) a statement of the total government assistance (federal, provincial and municipal assistance) received or requested towards the Eligible Costs of the Project;
 - (iii) a final report on the Project, as more fully described in Section 3 of Annex 3 – Reporting Requirements; and
 - (iv) a final certificate executed by a director or officer of the Recipient substantially in the form prescribed by the Minister.
- (b) The Recipient shall submit the final claim for reimbursement of Eligible and Supported Costs incurred to the satisfaction of the Minister no later than three (3) months after the Completion Date or the date the Project is completed to the satisfaction of the Minister, whichever is earlier. The Minister shall have no obligation to pay any claims submitted after this date.

6.7 Payment Procedures.

- (a) The Minister shall review and approve the documentation submitted by the Recipient following the receipt of the Recipient's claim and in the event of any deficiency in the documentation, it will notify the Recipient and the Recipient shall immediately take action to address and rectify the deficiency.
- (b) Subject to the maximum Contribution amounts set forth in Subsection 4.1 and all other conditions contained in this Agreement, the Minister shall pay to the Recipient the Eligible and Supported Costs, set forth in the Recipient's claim, in accordance with the Minister's customary practices.
- (c) The Minister may request at any time that the Recipient provides satisfactory evidence to demonstrate that all Eligible and Supported Costs, claimed have been paid.
- (d) The Minister may require, at the Minister's expense, any claim submitted for payment of the Contribution be certified by the Recipient's external auditor or by an auditor approved by the Minister.

- 6.8 **Overpayment or Non-entitlement.** Where, for any reason, the Recipient is not entitled to all or part of the Contribution or the amount paid to the Recipient exceeds the amount to which the Recipient is entitled, the Contribution or the amount in excess, as the case may be, shall constitute a debt due to His Majesty and shall be recovered as such from the Recipient. The Recipient shall repay His Majesty within thirty (30) calendar days from the date of the Minister's notice, the amount of the Contribution disbursed or the amount of the overpayment, as the case may be, together with interest as calculated in accordance with Subsection 15.2 of this Agreement.
- 6.9 **Revenue Earned.** If the Recipient earns any interest as a consequence of any advance payment of the Contribution or earns any revenue from all or part of the activities supported by the Contribution, other than that interest or revenue which is used to pay for all or part of the Eligible Costs incurred by the Recipient during the Project, the Minister may in the Minister's absolute discretion reduce the Contribution by all or by such portion of the revenue as deemed appropriate.
- 7. Reporting, Monitoring, Audit and Evaluation**
- 7.1 The Recipient agrees to provide the Minister with the reports as described in Annex 3 – Reporting Requirements, to the Minister's satisfaction. This includes, at minimum, an annual report to be submitted by the Recipient no later than April 15th of each year.
- 7.2 Upon request of the Minister and at no cost to the Minister, the Recipient shall promptly elaborate upon any report submitted or provide such additional information as may be requested.
- 7.3 The Minister may request a copy of any report or publication produced as a result of this Agreement or the Project, whether interim or final, as soon as it becomes available.
- 7.4 The Recipient shall at its own expense:
- (a) preserve and make available for audit and examination by the Minister, proper books, accounts and records of the Project costs, wherever such books, and records may be located, and permit the Minister to conduct such independent audits and evaluations as the Minister's discretion may require;
 - (b) upon reasonable notice and after consultation with the Recipient, permit the Minister, reasonable access to the Project site and/or the Recipient's premises and documents in order to inspect and assess the progress and results of the Project and compliance with the terms of this Agreement; and
 - (c) supply promptly, on request, such other reports or data in respect of the Project and its results, as the Minister may require for purposes of this Agreement and for statistical and/or evaluation purposes.
- 7.5 The Minister shall have the right, at the Minister's own expense, and as and when the Minister determines necessary, to perform audits of the Project costs and the Recipient's books, accounts, records, financial statements and claims for reimbursement of Eligible and Supported Costs, and the administrative, financial and claim certification processes and procedures, for the purposes of verifying the costs of the Project, validating claims for reimbursement of Eligible and Supported Costs, ensuring compliance with the terms of this Agreement, and confirming amounts repayable to His Majesty under the provisions of this Agreement.
- 7.6 Any audits performed hereunder will be carried out by auditors selected by the Minister, which may include any of the following: Agency officials, an independent auditing firm, and/or the Recipient's external auditors. The Minister will provide the Recipient with a description of the scope and criteria of the audit and the expected time frames for completion of the audit and public release of the related reports.
- 7.7 The Recipient agrees that the Minister, at the Minister's expense, may engage outside firms or individuals, unrelated to the Government of Canada, with the required expertise to evaluate and monitor the Project and its implementation or review any documents submitted by the Recipient. The Recipient agrees to provide access to any site, meeting or to any document in relation to the Project to such firms or individuals.
- 7.8 **Auditor General of Canada.** The Recipient acknowledges that the Auditor General of Canada may, at the Auditor General's cost, after consultation with the Recipient, conduct an inquiry under the authority of Subsection 7.1 (1) of the *Auditor General Act* in relation to any funding agreement (as defined in Subsection 42 (4) of the *Financial Administration Act*) with respect to the use of funds received. For purposes of any such inquiry undertaken by the Auditor General, the Recipient

shall provide, upon request and in a timely manner, to the Auditor General or anyone acting on behalf of the Auditor General:

- (a) all records held by the Recipient or by agents or contractors of the Recipient, relating to this Agreement and the use of the Contribution; and
- (b) such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General, may request relating to this Agreement and/or the Contribution.

8. Representations and Covenants

8.1 **Representations.** The Recipient represents and warrants that:

- (a) it is a Municipality or other municipal-type organization, duly incorporated and validly existing and in good standing under the laws of Ontario, and it has the power and authority to carry on its business, to hold its property and to enter into this Agreement. The Recipient warrants that it shall remain as such for the duration of this Agreement;
- (b) the execution, delivery and performance of this Agreement have been duly and validly authorized by the necessary corporate actions of the Recipient and when executed and delivered by the Recipient, this Agreement constitutes a legal, valid and binding obligation of the Recipient, enforceable against it in accordance with its terms;
- (c) it has acquired appropriate insurance coverage including but not limited to general liability and property damage insurance, at its own expense, in an adequate amount consistent with the scope of the operations and the Project and will maintain such for the duration of the Agreement;
- (d) signatory to this Agreement, on behalf of the Recipient, has been duly authorized under a borrowing by-law to execute and deliver this Agreement;
- (e) this Agreement constitutes a legally binding obligation of the Recipient, enforceable against it in accordance with its terms, subject as to enforcement of remedies to applicable bankruptcy, insolvency, reorganization and other laws affecting generally the enforcement of the rights of creditors and subject to a court's discretionary authority with respect to the granting of a decree, ordering specific performance or other equitable remedies;
- (f) the execution and delivery of this Agreement and the performance by the Recipient of its obligations hereunder will not, with or without the giving of notice or the passage of time or both:
 - (i) violate the provisions of the Recipient's by-laws, any other corporate governance document subscribed to by the Recipient or any resolution of the Recipient;
 - (ii) violate any judgment, decree, order or award of any court, government agency, regulatory authority or arbitrator; or
 - (iii) conflict with or result in the breach or termination of any material term or provision of, or constitute a default under, or cause any acceleration under, any license, permit, concession, franchise, indenture, mortgage, lease, equipment lease, contract, permit, deed of trust or any other instrument or agreement by which it is bound.
- (g) there are no actions, suits, investigations or other proceedings pending or, to the knowledge of the Recipient, threatened and there is no order, judgment or decree of any court or governmental agency, which could materially and adversely affect the Recipient's ability to carry out the activities contemplated by this Agreement;
- (h) it has obtained or will obtain all necessary licences and permits in relation to the Project, which satisfy the requirements of all regulating bodies of appropriate jurisdiction;
- (i) it owns or holds sufficient rights in any intellectual property required to carry out the Project;
- (j) the description of the Project in Annex 1 – Statement of Work is complete and accurate; and
- (k) it is located in southern Ontario.

8.2 **Covenants.** The Recipient covenants and agrees that:

- (a) it shall use the Contribution solely and exclusively to support the Eligible and Supported Costs of the Project, and shall carry out the Project in accordance with the description in Annex 1 – Statement of Work, in a diligent and professional manner, using qualified personnel;
- (b) it shall obtain the prior written consent of the Minister before making any material change any aspect of the Project or to the management of the Project or the Recipient;
- (c) it shall not make any changes to its objects or purpose as stated in its constating documents without the prior written consent of the Minister;
- (d) it shall comply with the federal visibility requirements set out in Annex 4 – Federal Visibility Requirements; and
- (e) it shall acquire and manage all equipment, services and supplies required for the Project in a manner that ensures the best value for funds expended.

8.3 **Renewal of Representations.** It is a condition precedent to any disbursement under this Agreement that the representations and warranties contained in this Agreement are true at the time of payment and that the Recipient is not in default of compliance with any terms of this Agreement.

9. **Official Languages**

The Recipient agrees:

- (a) that any public acknowledgement of the Agency’s support for the Project will be expressed in both official languages;
- (b) that basic Project information will be developed and made available in both official languages;
- (c) to invite members of the official-language minority community to participate in any public event relating to the Project, where appropriate;
- (d) that main signage components related to the Project will be in both official languages; and
- (e) that it shall pay for all translation costs save for those which the Minister may incur with respect to any announcement or other public communications.

10. **Compliance with Legislation**

10.1 The Recipient shall comply with all federal, provincial, territorial, municipal and other applicable laws governing the Recipient and the Project, including but not limited to, statutes, regulations, by-laws, rules, ordinances and decrees.

10.2 **Environmental Requirements**

- (a) The Recipient agrees to comply with environmental laws applicable to the Project, including provisions of the *Impact Assessment Act* (IAA) related to projects carried out on federal lands or outside of Canada.
- (b) The Parties agree that if the Project becomes a “project” carried out on federal land or outside of Canada according to the IAA, the Minister’s obligations under this Agreement will be suspended until a determination indicating that the carrying out of the Project is not likely to cause significant adverse environmental effects by the Minister of the Environment or another authority referred in the IAA.
- (c) The Recipient agrees that within the terms of this Agreement, a change occurs in the Project that, in the sole opinion of the Minister, may cause significant adverse environmental effects, the Minister’s obligations under this Agreement will be suspended until the Recipient implements measures that, in the sole opinion of the Minister, mitigate these significant adverse environmental effects.

11. Indemnification and Limitation of Liability

- 11.1 The Recipient shall at all times indemnify and save harmless His Majesty, its officers, officials, employees and agents, from and against all claims and demands, losses, costs, damages, actions, suits or other proceedings (including, without limitation, those relating to injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights) by whomsoever brought or prosecuted, or threatened to be brought or prosecuted, in any manner based upon or occasioned by any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights, caused by, or arising directly or indirectly from:
- (a) the Project, its operation, conduct or any other aspect thereof;
 - (b) the performance or non-performance of this Agreement, or the breach or failure to comply with any term, condition, representation or warranty of this Agreement by the Recipient, its officers, employees and agents, or by a third party or its officers, employees, or agents;
 - (c) the design, construction, operation, maintenance and repair of any part of the Project; and
 - (d) any omission or other wilful or negligent act or delay of the Recipient or a third party and their respective employees, officers, or agents, except to the extent to which such claims and demands, losses, costs, damages, actions, suits, or other proceedings relate to the negligent act or omission of an officer, official, employee, or agent of His Majesty, in the performance of his or her duties.
- 11.2 The Minister shall have no liability under this Agreement, except for payments of the Contribution, in accordance with and subject to the provisions of this Agreement. Without limiting the generality of the foregoing, the Minister shall not be liable for any direct, indirect, special or consequential damages, or damages for loss of revenues or profits of the Recipient.
- 11.3 His Majesty, his agents, employees and servants will not be held liable in the event the Recipient enters into a loan, a capital or operating lease or other long-term obligation in relation to the Project for which the Contribution is provided.

12. Default and Remedies

- 12.1 **Event of Default.** The Minister may declare that an Event of Default has occurred if:
- (a) the Recipient has failed or neglected to pay His Majesty any amount due in accordance with this Agreement;
 - (b) the Project is not meeting its objectives or milestones as set out in Annex 1 – Statement of Work, is not completed to the Minister’s satisfaction by the Completion Date or the Project is abandoned in whole or in part;
 - (c) the Recipient makes a materially false or misleading statement concerning support by His Majesty in any internal and/or public communication, other than in good faith;
 - (d) the Recipient becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute, from time to time in force, relating to bankrupt or insolvent debtors;
 - (e) an order is made or the Recipient has passed a resolution for the winding up of the Recipient, or the Recipient is dissolved;
 - (f) the Recipient has, in the opinion of the Minister, ceased to carry on business or has sold, disposed or transferred all or substantially all of its assets;
 - (g) the Project is carried out outside of Southern Ontario, unless an exception is set out in Annex 1 – Statement of Work;
 - (h) the Recipient has submitted false or misleading information, or has made a false or misleading representation to the Agency, the Minister, in this Agreement or in its application for the Contribution;
 - (i) the Recipient has not, in the opinion of the Minister, met or satisfied a term or condition of this Agreement;
 - (j) the Recipient has not met or satisfied a term or condition under any other contribution agreement or agreement of any kind with His Majesty;

- (k) the Recipient is not eligible or is otherwise not entitled to the Contribution; or
 - (l) the Recipient has not complied with the reporting, monitoring, audit and evaluation requirements, specified in this Agreement.
- 12.2 **Notice of Breach and Rectification Period.** Except in the case of default under Subsection 12.1 (d), (e) and (f), the Minister will not declare that an Event of Default has occurred unless he has given prior written notice to the Recipient of the occurrence, which in the Minister's opinion constitutes an Event of Default. The Recipient shall, within such period of time as the Minister may specify in the notice, either correct the condition or event or demonstrate, to the satisfaction of the Minister, that it has taken such steps as are necessary to correct the condition, failing which the Minister may declare that an Event of Default has occurred. During the period of time specified in the notice, the Minister may suspend payment of any claim submitted before or after the date of notice.
- 12.3 **Remedies.** If the Minister declares that an Event of Default has occurred, the Minister may immediately exercise any one or more of the following remedies, in addition to any remedy available at law:
- (a) terminate the Agreement, including any obligation by the Minister to make any payment under this Agreement, including any obligation to pay an amount owing prior to such termination;
 - (b) suspend any obligation by the Minister to make any payment under this Agreement, including any obligation to pay an amount owing prior to such suspension; and
 - (c) require the Recipient to repay forthwith to His Majesty all or part of the Contribution, and that amount is a debt due to His Majesty and may be recovered as such.
- 12.4 The Recipient acknowledges the policy objectives served by the Minister's agreement to make the Contribution, that the Contribution comes from the public monies, and that the amount of damages sustained by His Majesty in an Event of Default is difficult to ascertain and therefore, that it is fair and reasonable that the Minister be entitled to exercise any or all of the remedies, provided for in this Agreement and to do so in the manner provided for in this Agreement, if an Event of Default occurs.
- 13. Project Assets and Intellectual Property**
- 13.1 The Recipient shall retain title to, and ownership of any assets (excluding any Project Intellectual Property), the cost of which has been contributed to by the Minister under this Agreement and shall not sell, assign, transfer, encumber, pledge, grant a security interest or otherwise dispose of same, without the prior written consent of the Minister. As a condition of such consent, the Minister may require the Recipient to repay His Majesty the whole or any part of the Contribution paid to the Recipient hereunder.
- 13.2 Notwithstanding Subsection 13.1 of this Agreement, after Project completion, any assets (other than any Project Intellectual Property) with a residual value of \$10,000 or less may be sold, assigned, transferred or otherwise disposed of without the Minister's consent.
- 13.3 Ownership and exploitation of the Project Intellectual Property to which the Minister has contributed, and the ownership of Project Intellectual Property rights therefor, shall remain in Canada for the duration of this Agreement unless otherwise agreed to by the Minister.
- 13.4 Title to any Project Intellectual Property shall vest exclusively in the Recipient. The Recipient shall take appropriate steps to protect and enforce the Project Intellectual Property and shall, upon written request, provide information to the Minister in that regard. The Recipient shall not agree to (i) any exclusive and/or irrevocable licenses of the Project Intellectual Property, or (ii) the sublicensing of the Project Intellectual Property in any license agreement except where the Recipient will be entitled to receive royalties directly or indirectly from such sublicense that reflect fair market value.
- 13.5 His Majesty will not have an ownership interest in the Project Intellectual Property nor will His Majesty acquire new rights in any background intellectual property by virtue solely of having provided the Contribution. Rights attributed to His Majesty in any other way including under the *Public Servants Inventions Act* are not in any way affected by this Agreement.

14. Miscellaneous

- 14.1 The Recipient represents and warrants that no member of the House of Commons or Senate of Canada shall be admitted to any share or part of this Agreement or to any benefit arising from it, that are not otherwise available to the general public.
- 14.2 The Recipient confirms that no current or former public servant or public office holder, to whom the *Values and Ethics Code for the Public Service*, the *Values and Ethics Code for the Public Sector*, the *Policy on Conflict of Interest and Post-Employment* or the *Conflict of Interest Act* applies, shall derive direct benefit from the Agreement, including any employment, payments or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation. Where an employee of the Recipient is either a current or former (in the last twelve (12) months) public office holder or public servant in the federal government, the Recipient shall demonstrate compliance with these codes and the legislation.
- 14.3 The Recipient represents and warrants that:
- (a) it has not paid, nor agreed to pay to any person, either directly or indirectly, a commission, fee or other consideration that is contingent upon the execution of this Agreement, or upon the person arranging a meeting with a public office holder;
 - (b) it will not pay, nor agree to pay to any person, either directly or indirectly, any commission, fee or other consideration that is contingent upon the person arranging a meeting with a public office holder;
 - (c) the Recipient or any persons who are or have been engaged by the Recipient to communicate or arrange meetings with public office holders, regarding the Project or this Agreement, are in full compliance with all requirements of the *Lobbying Act*; and
 - (d) any persons who may be engaged by the Recipient to communicate or arrange meetings with public office holders, regarding the Project or this Agreement, will at all times be in full compliance with the requirements of the *Lobbying Act*.
- 14.4 The Recipient acknowledges that the representations and warranties in this section are fundamental terms of this Agreement. In the event of breach of these, the Minister may exercise the remedies set out in Subsection 12.3.

15. General

- 15.1 **Debt due to Canada.** Any amount owed to His Majesty under this Agreement shall constitute a debt due to His Majesty and shall be recoverable as such. Unless otherwise specified herein, the Recipient agrees to make payment of any such debt forthwith on demand.
- 15.2 **Interest and Administrative Charges.** The Recipient shall pay interest and administrative charges in accordance with the *Interest and Administrative Charges Regulations* (SOR/96-188). Debts due to His Majesty will accrue interest, in effect on the due date, compounded monthly on overdue balances payable, from the date on which the payment is due, until payment in full is received by His Majesty. Any such amount is a debt due to His Majesty and is recoverable as such.
- 15.3 **Set-Off.** Without limiting the scope of set-off rights provided in the *Financial Administration Act*, the Minister may set off against the Contribution, any amounts owed by the Recipient to His Majesty under legislation or contribution agreements and the Recipient shall declare to the Minister all amounts outstanding in that regard, when making any claim under this Agreement.
- 15.4 **No Assignment of Agreement.** Neither this Agreement nor any part thereof shall be assigned by the Recipient, without the prior written consent of the Minister.
- 15.5 **Annual Appropriation.** Payment by the Minister of amounts due under this Agreement shall be conditional on there being a legislated appropriation for the Fiscal Year in which the payment is to be made. The Minister shall have the right to terminate or reduce the Contribution, in the event that the amount of the appropriation is reduced or denied by Parliament. In the event that any portion of the Contribution has been paid to the Recipient and the legislated appropriation for the Fiscal Year in which such payment is made is not obtained, the Minister shall have the right to recover the amount so paid from the Recipient.
- 15.6 **Successors and Assigns.** This Agreement is binding upon the Recipient, its successors and permitted assigns.

- 15.7 **Confidentiality.** Subject to the *Access to Information Act* (Canada), the *Privacy Act*, the *Library and Archives Act* of Canada and Annex 4 – Federal Visibility Requirements, the Parties shall keep confidential and shall not disclose the contents of this Agreement or the transactions contemplated hereby, without the consent of all Parties.
- 15.8 **International Disputes.** Notwithstanding Subsection 15.7 of this Agreement, the Recipient waives any confidentiality rights to the extent such rights would impede His Majesty from fulfilling its notification obligations to a world trade panel for the purposes of the conduct of a dispute, in which His Majesty is a party or a third party intervener. The Minister is authorized to disclose the contents of this Agreement and any documents pertaining thereto, whether predating or subsequent to this Agreement, or of the transactions contemplated herein, where in the opinion of the Minister, such disclosure is necessary to the defence of His Majesty's interests in the course of a trade remedy investigation conducted by a foreign investigative authority, and is protected from public dissemination by the foreign investigative authority. The Minister shall notify the Recipient of such disclosure.
- 15.9 **Governing Law.** This Agreement shall be subject to and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
- 15.10 **Dispute Resolution.** If a dispute arises concerning the application or interpretation of this Agreement, the Parties shall attempt to resolve the matter through good faith negotiation, and may, if necessary and the Parties consent in writing, resolve the matter through mediation or by arbitration, by a mutually acceptable mediator or arbitration in accordance with the Commercial Arbitration Code set out in the schedule to the *Commercial Arbitration Act* (Canada), and all regulations made pursuant to that Act.
- 15.11 **No Amendment.** No amendment to this Agreement shall be effective unless it is made in writing and signed by the Parties hereto.
- 15.12 **No Agency.** No provision of this Agreement or action by the Parties will establish or be deemed to establish any partnership, joint venture, principal-agent or employer-employee relationship in any way, or for any purpose, between His Majesty and the Recipient, or between His Majesty and a third party. The Recipient is not in any way authorized to make a promise, agreement or contract and to incur any liability on behalf of His Majesty, nor shall the Recipient make a promise, agreement or contract and incur any liability on behalf of His Majesty, and shall be solely responsible for any and all payments and deductions, required by the applicable laws.
- 15.13 **No Waiver.** Any tolerance or indulgence demonstrated by one Party to the other, or any partial or limited exercise of rights conferred on a Party, shall not constitute a waiver of rights, and unless expressly waived in writing the Parties shall be entitled to exercise any right and to seek any remedy, available under this Agreement or otherwise at law. Either Party may, by notice in writing, waive any of its rights under this Agreement.
- 15.14 **Public Dissemination.** All reports and other information that the Minister collects, manages or has a right to receive or produce in accordance with this Agreement, or that the Recipient collects, creates, manages and shares with the Minister, shall be deemed to be "Canada Information". The Minister shall have the right, subject to the provisions of the *Access to Information Act*, to release to the public, table before Parliament, or publish by any means, any Canada Information, including such excerpts or summaries of the Canada Information as he may, from time to time, decide to make.
- 15.15 **No conflict of interest.** The Recipient and its consultants and any of their respective advisors, partners, directors, officers, shareholders, employees, agents and volunteers shall not engage in any activity where such activity creates a real, apparent or potential conflict of interest in the sole opinion of the Minister, with the carrying out of the Project. For greater certainty, and without limiting the generality of the foregoing, a conflict of interest includes a situation where anyone associated with the Recipient owns or has an interest in an organization that is carrying out work related to the Project.
- 15.16 **Disclose potential conflict of interest.** The Recipient shall disclose to the Minister without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.
- 15.17 **Severability.** If for any reason a provision of this Agreement that is not a fundamental term of the agreement between the Parties is found to be or becomes invalid or unenforceable, whether in whole or in part, such provision or part thereof declared invalid or unenforceable shall be deemed to be severable and shall be deleted from this Agreement and all remaining terms and conditions of this Agreement will continue to be valid and enforceable.

15.18 **Business Information.** Notwithstanding anything else contained in this Agreement, the Minister shall be given the right to the use of any of the Recipient’s publicly available business information about the Project (e.g. brochures, awareness, packages, etc.).

15.19 **Tax.** The Recipient acknowledges that financial assistance from government programs may have tax implications for its organization and that advice should be obtained from a qualified tax professional.

16. Notice

16.1 Any notice, information or document required under this Agreement shall be effectively given, if delivered or sent by letter or email (postage or other charges prepaid). Any notice that is delivered shall be deemed to have been received on delivery; any notice sent by email shall be deemed to have been received when sent, any notice that is mailed shall be deemed to have been received eight (8) calendar days after being mailed.

16.2 All notices must be sent to the following addresses:

To the Minister

Federal Economic Development Agency for
Southern Ontario
101-139 Northfield Drive West
Waterloo, ON N2L 5A6

Attention: Tourism Growth Program

Email: **tourismgrowthprogramtgp-
programmepourlacroissancedutourismepe
@feddevontario.gc.ca**

To the Recipient

Township of Wellington North
7490 Sideroad 7 West,
Kenilworth, ON, N0G2E0

Attention: Brooke Lambert

Email: blambert@wellington-north.com

With a copy to: Mandy Jones

Email: mjones@wellington-north.com

16.3 Each of the Parties may change the address, which they have stipulated in this Agreement by notifying in writing the other party of the new address, and such change shall be deemed to take effect fifteen (15) calendar days after receipt of such notice.

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17. Special Conditions

17.1 **Conditions Precedent.** As a condition precedent to the first disbursement of the Contribution:

- (a) the Recipient agrees to provide to the Minister an officer's certificate executed by an officer of the Recipient in the form prescribed by the Minister which includes certified copies of the Recipient's constating documents, by-laws and resolution authorizing the entering into of this Agreement;
- (b) the Recipient shall obtain and maintain general liability and property damage insurance. The Recipient agrees to provide certificates of insurance and such other evidence of insurance as the Minister may request;
- (c) the Recipient agrees to provide the Minister with a direct deposit authorization in the form prescribed by the Minister; and
- (d) the Recipient shall provide to the Minister the following, to the Minister's satisfaction:
 - (i) a copy of the Recipient's conflict of interest policy; and
 - (ii) a copy of the Recipient's procurement policy.

17.2 The Recipient represents and warrants that the Cash Flow Projection of the Project provided to the Minister and dated August 14, 2024 accurately reflects the projected cash flow of the Project and agrees and covenants that it shall promptly notify the Minister of any material changes as determined by the Minister to such projected cash flow and obtain the Minister's prior written consent to such changes.

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18. Acceptance

The Recipient agrees that unless the Minister receives a duly executed duplicate copy of this Agreement within seven (7) calendar days of the date of execution by the Minister, this Agreement is revocable at the discretion of the Minister.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement through authorized representatives.

Project No.: 1017480

HIS MAJESTY THE KING IN RIGHT OF CANADA

Per: _____
Christos Bakalakis, Director
Federal Economic Development Agency
for Southern Ontario

TOWNSHIP OF WELLINGTON NORTH

Per: _____ Date: _____
Brooke Lambert
Chief Administrative Officer

I have authority to bind the corporation.

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Annex 1

TOURISM GROWTH PROGRAM

STATEMENT OF WORK

Project Location: 7490 Sideroad 7 West, Kenilworth, ON N0G 2E0
 Project Start Date: April 1, 2024
 Project Completion Date: June 30, 2025

Project Description/Purpose/Objective

The Township of Wellington North (The Township) is a lower-tier municipality, located in the most northerly portion of Wellington County, that was formed through the amalgamation of the townships of Arthur, West Luther, the village of Arthur, the town of Mount Forest and a small portion of West Garafraxa township. The Township will partner with the neighbouring communities of the Town of Hanover and the Town of Minto and hold a cultural symposium to explore tourism opportunities. The project will create a Culture Guide and rollout the “Driftscape” mobile/web app to share stories and sites of interest in the region with visitors and tourists. The project will also develop a Culture Bus Tour to visit sites in the three rural communities during the fall 2024 Ontario Culture Days event. The project is expected to improve tourism opportunities in the region and attract visitors to rural Wellington county.

Statement on Diversity and Inclusion

The Agency and the Recipient recognize and acknowledge their shared commitment to support a more diverse and inclusive southern Ontario and Canadian economy. Throughout the duration of the Project, the Recipient agrees to engage with the Agency on their approaches to fostering diversity and inclusion within their organization.

Project Milestones

| Project Milestones | Estimated Completion Date |
|--|----------------------------------|
| #1 Develop and implement a “Culture Bus Tour.” | October 31, 2024 |
| #2 Create and distribute culture guide. | December 31, 2024 |
| #3 Launch Driftscape app. | April 30, 2025 |
| #4 Host cultural tourism symposium. | May 31, 2025 |

Expected Results of the Project

| Indicators | At Project End |
|---|-----------------------|
| Number of partnerships formed | 2 |
| Number of tourism products adapted or created | 3 |
| Number of domestic tourists | 150 |

| Jobs | Number of full-time equivalents¹ | | | | Total |
|---------------------------------------|--|------------------------------|-------------------------------|------------------|--------------|
| | Created | | Maintained² | | |
| | Permanent³ | Temporary⁴ | Permanent | Temporary | |
| Forecasted Jobs by Project Completion | 0 | 0 | 0 | 0 | 0 |

¹Full-time equivalent (FTE) is equivalent to one employee working full time or more than one person part-time, such that the total working time is the equivalent of one person working full-time. Generally, full-time positions will involve between 35 and 40 hours in a regular workweek. A FTE calculation is the total hours worked in a week divided by the regular workweek. FTEs do not include positions created as a result of subcontracts to undertake work on the project (e.g. construction, suppliers, etc.).

²Maintained refers to employment that existed prior to the project, but which would not have continued, or would have been unlikely to continue, if the project had not been funded.

³Permanent job is a position without a fixed end date.

⁴Temporary job is defined as a temporary or contract position with a fixed end date.

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Project Costs & Financing

| COSTS⁵ | Eligible & Supported^{1,2} | | Eligible & Not Supported | Ineligible | Total | |
|---|---|-------------|-------------------------------------|-------------------|------------------|-------------|
| CAPITAL COSTS | | | | | | |
| Project Facilities&Infrastructure ^{5a} | \$ 0 | 0% | \$ 0 | \$ 0 | \$ 0 | 0% |
| Machinery & Equipment ^{5b} | \$ 0 | 0% | \$ 0 | \$ 0 | \$ 0 | 0% |
| NON-CAPITAL COSTS | | | | | | |
| Expertise ^{5c} | \$ 2,5000 | 7% | \$ 0 | \$ 2,500 | \$ 5,000 | 9% |
| Labour ^{5d} | \$ 0 | 0% | \$ 0 | \$ 0 | \$ 0 | 0% |
| Other Non-Capital Costs ^{5e} | \$ 32,500 | 93% | \$ 0 | \$ 17,500 | \$ 50,000 | 91% |
| Project Management ^{5f} | \$ 0 | 0% | \$ 0 | \$ 0 | \$ 0 | 0% |
| TOTAL | \$ 35,000 | 100% | \$ 0 | \$ 20,000 | \$ 55,000 | 100% |

| FINANCING | Eligible & Supported | | Eligible & Not Supported | Ineligible | Total | |
|------------------------------|---------------------------------|-------------|-------------------------------------|-------------------|------------------|-------------|
| FedDev Ontario | \$ 35,000 | 100% | | | \$ 35,000 | 64% |
| Other Federal | \$ 0 | 0% | \$ 0 | \$ 0 | \$ 0 | 0% |
| Provincial | \$ 0 | 0% | \$ 0 | \$ 0 | \$ 0 | 0% |
| Municipal | \$ 0 | 0% | \$ 0 | \$ 0 | \$ 0 | 0% |
| Applicant Equity / Financing | \$ 0 | 0% | \$ 0 | \$ 20,000 | \$ 20,000 | 36% |
| TOTAL | \$ 35,000 | 100% | \$ 0 | \$ 20,000 | \$ 55,000 | 100% |

| CONTRIBUTION ALLOCATIONS BY FISCAL YEAR³ | Eligible & Supported Project Costs | FedDev Ontario Contribution per Fiscal Year (\$, reimbursement %) | |
|--|---|--|------------|
| 2024-25 | \$ 20,000 | \$ 20,000 | 100% |
| 2025-26 | \$ 15,000 | \$ 15,000 | 100% |
| TOTAL | \$ 35,000 | \$ 18,000 | 51% |

| STACKING CALCULATION | Eligible Capital Costs | Eligible Non-Capital Costs |
|---|-------------------------------|-----------------------------------|
| Total Eligible Costs⁴ | \$ 0 | \$ 35,000 |
| Total Government Contributions | \$ 0 | \$ 35,000 |
| Stacking % | 0% | 100% |
| Stacking Limit | 0% | 100% |

Notes:

- 1) Eligible and Supported Costs include the amount of the harmonized sales tax (HST), net of any refund or eligible credits due from the Canada Revenue Agency.
- 2) The Recipient shall not redirect funding amount between cost categories without the prior written consent of the Minister.
- 3) FedDev Ontario’s contribution allocations by Fiscal Year will not be reallocated without the prior written consent of the Minister. The Minister has no obligation to pay any amounts in any other Fiscal Years than those specified above. Failure to adhere to Fiscal Year allocations can result in a reduced contribution amount.
- 4) Eligible Costs is the sum of Eligible and Supported Costs and Eligible and Not-Supported costs.
- 5) Costs:
 - a) Project Facilities & Infrastructure costs include but are not limited to: costs related to renovations or improvements of an existing facility or new construction that are directly related and incremental to the project.
 - b) Machinery & Equipment costs include but are not limited to: costs related to the purchase and installation of eligible equipment that is directly related and incremental to the project.
 - c) Expertise Costs include but are not limited to: invoiced or otherwise billed costs related to contracted labour or expertise required to carry out the project and that are directly related and incremental to the project.
 - d) Labour Costs include but are not limited to: costs related to pay and benefits (MERCs) of employees of the business or organization for time spent working on the project.
 - e) Other Non-Capital Costs include, but are not limited to:
 - i) Materials such as costs for the purchase of materials, supplies, or equipment rentals, that are directly related and incremental to the project;
 - ii) Marketing and Outreach costs such as marketing and promotion that are directly related and incremental to the project; and

- iii) Training and Talent costs such as the delivery of training or workshops, or to hire talent that are directly related to and incremental to the project. Talent costs recouped by ticket sales are generally not eligible; and
- f) Project Management costs include, but are not limited to: costs for the management of the project, facility rentals that are directly related and incremental to the project. Costs related to administration of the project do not normally exceed 10% of total project costs.

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Annex 2

TOURISM GROWTH PROGRAM**COSTING GUIDELINE MEMORANDUM****1.0 General Conditions**

- 1.1 Costs are Eligible and Supported Costs for the purposes of this Agreement only if they are, in the opinion of the Minister:
- (a) directly related to the intent of the Project;
 - (b) reasonable;
 - (c) appear in Annex 1 - Statement of Work;
 - (d) incurred in respect of activities, which are incremental to the usual activities of the Recipient; and
 - (e) incurred between the Eligibility Date and the Completion Date.
- 1.2 Costs submitted for reimbursement must be net of any refund or eligible tax credits (including HST).
- 1.3 Costs incurred by way of the exercise of an option to purchase or hire are eligible, only if the exercise of the option is at the sole discretion of the Recipient and the option has been exercised and the costs incurred between the Eligibility Date and the Completion Date.
- 1.4 The costs of all goods and services acquired from an entity which, in the opinion of the Minister, is not at arm's length from the Recipient, shall be valued at the cost which, in the opinion of the Minister, represents the fair market value of such goods or services, which cost shall not include any mark up for profit or return on investment.
- 1.5 No cost described in Subsection 1.4 above shall be eligible for inclusion in Eligible and Supported Costs, unless the Recipient causes the supplying entity to maintain proper books, accounts and records of the costs related to the Project, and to provide the Minister access to such books, accounts and records.

2.0 Eligible Costs

Where consistent with the approved Eligible and Supported Costs, as defined in Annex 1 - Statement of Work, the following criteria will be used in determining eligibility of costs:

2.1 Travel Costs - Transportation

Eligible and Supported Costs incurred for travel are those, which are deemed necessary to the performance of the Project. To be eligible, travel costs must be clearly documented as to the purpose of each trip. Travel expenses, at economy rates, shall be charged at actual costs, but only to the extent that they are considered reasonable by the Minister.

Necessary return airfare, train fare or bus fare at economy rates for participating personnel, where a personal automobile is to be used, kilometre (mileage) allowance will be based on current Treasury Board of Canada Travel Directives. Eligible and Supported Costs shall be limited to the cost that would have been incurred and paid had normal public transportation at economy rates been used.

Food and accommodation costs are eligible only if deemed necessary to the performance of the Project in the opinion of the Minister. If eligible, food and accommodation allowances will be based on current Treasury Board of Canada Travel Directives.

Costs that are, in the opinion of the Minister, entertainment or hospitality costs are not eligible.

2.2 Audit of Project Costs Claimed

If expressly approved in writing by the Minister, Eligible and Supported Costs may include the cost of professional accountants certifying the accuracy of any costs claimed.

2.3 Consultants

The direct costs of studies and/or services carried out by a private contractor or consultant are eligible.

Where a particular contractor or consultant has been specified in the Agreement, and the Recipient wishes to proceed with the Project using another contractor or consultant, prior consultation with the Minister is advised to ensure eligibility.

The Minister shall not contribute to the cost of the services of any consultant that is not, in the opinion of the Minister, at arm's length from the Recipient.

2.4 Calculation of Direct Labour

Labour and benefit costs claimed by the Recipient as direct Eligible and Supported Costs toward the Project will include only that time worked directly on the Project at the payroll rate and excludes indirect time, non-project related time, holidays, vacation, bonuses, paid sickness, etc., except as noted below. Paid overtime, where considered reasonable in the opinion of the Minister, may be claimed. Time off in lieu of payment is not eligible. Time claimed will normally be expressed in hours.

The payroll rate is the actual gross pay rate for each employee (normal periodic remuneration before deductions). The payroll rate excludes all premiums (e.g. overtime, payment in lieu of vacation), shift differentials and any reimbursement or benefit conferred in lieu of salaries or wages except those noted below.

Claims relating to the employer's portion of the Ontario Workplace Safety and Insurance Board (WSIB), statutory benefits (e.g., Canada Pension Plan (CPP), Employment Insurance (EI) and vacation) and discretionary benefits (i.e., dental, extended health, disability and life insurance, pension plans, holiday and paid leave) negotiated as part of collective agreements or other salary and benefit packages shall be limited to the lesser of:

- (a) actual cost; and
- (b) twenty percent (20%) of the payroll rate of each employee.

Benefits such as car allowances and other benefits beyond those listed above are not eligible.

2.5 Sales Taxes

Eligible and Supported Costs include the amount of the harmonized sales tax (HST), net of any refund or eligible credits due from the Canada Revenue Agency.

In order to have the HST approved as an Eligible and Supported Cost on claims, the Recipient will be required to provide documentation verifying the organization's status under the relevant tax legislation.

3.0 Ineligible Costs

For greater certainty, any costs that do not qualify as Eligible and Supported Costs in accordance with section 1.0 of this Annex, shall be ineligible for inclusion in the Eligible Costs. By way of example only, ineligible costs include, but are not limited to, the following:

- (b) costs of land, building or vehicle purchase;
- (c) refinancing;
- (d) costs of intangible assets such as goodwill, whether capitalized or expensed;
- (e) depreciation or amortization expenses;
- (f) interest on invested capital, bonds, debentures, or mortgages;
- (g) bond discount;
- (h) losses on investments, bad debts and any other debts;
- (i) fines or penalties;
- (j) costs related to litigation;
- (k) non-incremental wages;
- (l) fees for administrators, including payments to any member or officer of the Recipient's Board of Directors;
- (m) opportunity costs;
- (n) hospitality and entertainment costs;
- (o) costs of individual membership in a professional body (e.g. professional designations); and
- (p) lobbyist fees.

Annex 3**TOURISM GROWTH PROGRAM****REPORTING REQUIREMENTS**

1. **Reports.** The Recipient shall submit to the Minister a report on the Project, substantially in the form prescribed by the Minister and satisfactory to the Minister in scope and detail, in order to allow the Minister to assess the progress of the Project. Reports will be submitted on the dates described in the reporting schedule provided by the Minister. The Minister may reassess the reporting frequency from time to time at the Minister's sole discretion and notify the Recipient of any changes.
2. **Annual report.** The Recipient shall submit to the Minister an annual report on the Project no later than April 15 of each year, substantially in the form and substance prescribed by the Minister.
3. **Final Report.** In accordance with Subsection 6.6, the Recipient shall submit to the Minister a final report on the project, substantially in the form prescribed by the Minister and satisfactory to the Minister in scope and detail, in order to allow the Minister to assess the outcome of the Project.
4. **Financial Statements and Insurance.** The Recipient shall submit to the Minister a copy of the Recipient's insurance policy and financial statements, accompanied by an externally prepared audit report or review report (as determined by the Minister) that has been issued by a licensed public accountant. These financial statements will be submitted within one hundred and eighty (180) calendar days of the Recipient's fiscal year end or within such longer period, as may be authorized in writing by the Minister.

Annex 4

TOURISM GROWTH PROGRAM

FEDERAL VISIBILITY REQUIREMENTS

1. The Recipient agrees that its name, the amount of the Contribution and a description of the general nature of the activities supported under this Agreement may be made publicly available by the Minister for reasons of transparency and proactive disclosure.
2. The Recipient agrees to acknowledge Government of Canada support in all communications products until twelve (12) months following the Project Completion Date, including but not limited to: website, social media, digital and print media, signage, news releases, success stories, promotional materials and print products and public events that describe or promote the products and services funded in whole or in part by this Agreement.

The Recipient will do so by using the appropriate federal identifier, including “Government of Canada” wordmark or Agency funding acknowledgement graphic. All official government identifiers will be made available to the Recipient by the Agency, and their use must be approved by the Agency prior to publication.

The Recipient agrees to display signage with the appropriate federal identifier at the project locations to recognize Government of Canada funding.

The Recipient must present all project-related promotional items to the Agency for approval no less than ten (10) business days prior to publication.

3. The Recipient agrees to work together with the Agency to develop a mutually agreed-upon Communications approach, as determined, that will include opportunities to maximize visibility of the support received from the Minister. The approach will include Government of Canada and Agency acknowledgment in public facing materials, including digital and other media/marketing content.

In order to promote the support received from the Minister, and to raise awareness of the Agency’s ongoing work and impact across southern Ontario, the Recipient agrees to, at the request of the Agency:

- Participate in and assist with the coordination of a public announcement of the Project in the form of an event and/or news release, as determined by the Minister. The Recipient shall maintain the confidentiality of this Agreement until the public announcement takes place;
- Highlight project achievements and milestones and work with the Agency, when requested, to promote them and provide those details to the Agency;
- Celebrate completion of the Project in the form of a public event and/or news release; and
- Participate in and assist with activities and projects intended to demonstrate the Agency’s impact across southern Ontario, including, but not limited to: photo opportunities, site visits, success stories (in written and/or video formats), and promotion across available traditional and digital media platforms.

All public events requested by the Recipient are at the discretion of the Minister and will be supported by the Agency. A minimum notice of fifteen (15) business days must be given to the Minister for any public event.

For the activities listed above, the Minister may require access to the Recipient’s work site(s), but only insofar as trade secrets or sensitive material, such as intellectual property or proofs of concept that may exist under or be in the patent process, are not divulged.

4. The Minister may, by notice in writing given to the Recipient, require that recognition of the support provided by the Minister not be made in any public communication of the Recipient.

Visibility requirements may be exempted in circumstances where public acknowledgement of Ministerial support is detrimental to the Recipient and/or the Project. These cases must be made known to the Minister.

CULTURAL MOMENT FOR AUGUST 26, 2024 CELEBRATING JACK BENHAM

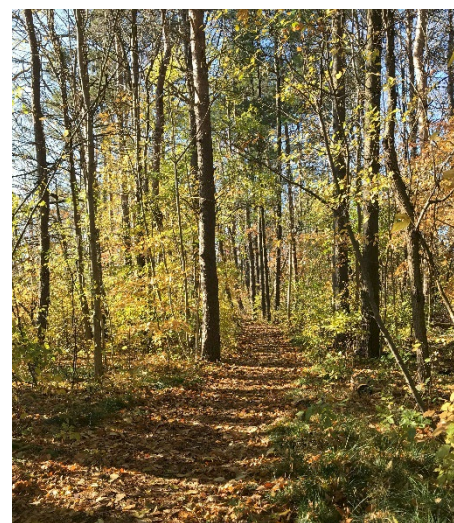


Jack Benham

In 1981, after Damascus Lake was excavated, a local writer, Michael Baker-Pearce approached Jack Benham about putting a walking trail around the lake.

Jack was involved with the Grand River Conservation Authority (GRCA), and along with a group of local volunteers under his direction after hours they planted trees, built a bridge, put up bird houses as well as mason bee habitats. The trail has been constantly used and has the locals cutting grass and helping maintain it. It is accessible off Wellington County Road 16 at the south side of the lake.

The next project was the River Trail, which officially opened in 2015. Along with Dave Stack and Ian Turner, Jack spearheaded the building of this trail. Dave approached

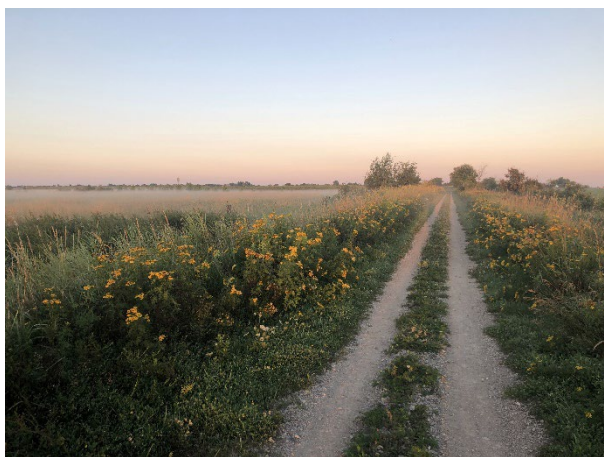


The River Trail, Arthur.

the local landowners for permission, and Ian enlisted some of the local Lions Club members who would help clear brush and build stairways and a boardwalk. An Ontario Trillium Foundation grant was received to help with the costs of lumber, signage and some of the benches. Other benches have been donated in memory of local people.

The trail is 4.2 kilometres out and back, beginning at Lions Park on Smith Street. If you look closely at the right time, you may see a Pileated Woodpecker. When looking around the trees, their hole is an oval shape in a dead tree whereas the other woodpeckers make round holes. It is the largest of the species.

The Township of Wellington North took over grooming the trail and building a bridge over Farley Creek. Past Reeve and County Warden Doreen Hostrawser also was awarded \$2,500 for her service as warden, which she gave to the River Trail for expenses.



West Luther Trail

When the railway beds were abandoned and would be offered to the landowners along the track from Arthur to Grand Valley, Jack then took a proposal to the Township to acquire this land as a trail. The West Luther Trail, or the "Rail Trail," starts in Arthur on Eliza Street at the north end of town and goes to the West Luther/East Luther Townline. There is also a parking area and entrance off Wellington County Road 16 between Line 2 and Wellington Road 109.

A couple of creeks needed bridges so with a few phone calls, some flatbed trailers were located and installed to solve the problem. Railings have been added for safety. Gravel was added, signs, benches and now with the Green Legacy Project, many trees, shrubs and native flowers have been planted to enhance the experience. This trail is mostly maintained by a dedicated army of volunteers.

These trails would not be part of our outdoor heritage without the leadership of Jack Benham. Thank you, Jack.

Submitted by Bonny McDougall, Wellington North Cultural Roundtable

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

BY-LAW NUMBER 075-2024

**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
AUGUST 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 August 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 AUGUST, 2024.

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK