

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
AGENDA OF REGULAR COUNCIL MEETING – SEPTEMBER 23, 2024 AT 7:00 P.M.
CLOSED SESSION PRIOR TO OPEN SESSION AT 6:30 P.M.
MUNICIPAL OFFICE COUNCIL CHAMBERS, KENILWORTH
HYBRID MEETING - IN PERSON AND VIA WEB CONFERENCING**

HOW TO JOIN

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

Please click this URL to join. <https://us02web.zoom.us/j/85300676939>

Or join by phone:

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

Webinar ID: 853 0067 6939

PAGE #

CALLING TO ORDER

ADOPTION OF THE AGENDA

Recommendation:

THAT the Agenda for the September 23, 2024 Regular Meeting of Council be accepted and passed.

DISCLOSURE OF PECUNIARY INTEREST

CLOSED MEETING SESSION

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

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

Recommendation:

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

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

1. REPORTS

- C&ED 2024-041 Senior of the Year and Ontario Service Award Nominees

2. REVIEW OF CLOSED SESSION MINUTES

- Council Meeting, September 9, 2024
- Mount Forest Aquatics Ad-Hoc Advisory Committee Closed Session Minutes, September 10, 2024

3. RISE AND REPORT FROM CLOSED MEETING SESSION

Recommendation:

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

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report C&ED 2024-041 Senior of the Year and Ontario Service Award Nominees;

AND THAT Council approve the confidential direction to staff.

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the Mount Forest Aquatics Ad-Hoc Closed Session Minutes for the meeting held on September 10, 2024.

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North approve the Closed Meeting Minutes of the September 9, 2024 Council Meeting.

O'CANADA

COUNTY COUNCIL UPDATE

Campbell Cork, Ward 3 County Councillor

PRESENTATIONS

1. Murray Short, Partner, RLB Chartered Professional Accountants
 - Township of Wellington North 2023 Financial Statements Presentation 001
 - Draft Consolidated Financial Statements for the year ended December 31, 2023 030

Recommendation:

That the Council of the Corporation of the Township of Wellington North receive the draft Consolidated Financial Statements for the year ended December 31, 2023;

AND FURTHER THAT Council authorizes staff to allocate general surplus pursuant to the Reserves and Reserve Funds Policy 006-19.

QUESTIONS ON AGENDA ITEMS (REGISTRATION REQUIRED)

ADOPTION OF MINUTES OF COUNCIL AND PUBLIC MEETING

1. Regular Meeting of Council, September 9, 2024 054
2. Public Meeting, September 9, 2024 066

Recommendation:

THAT the minutes of the Regular Meeting of Council and the Public Meeting held on September 9, 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, September 10, 2024 071

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 September 10, 2024.

- b. Mount Forest Aquatics Ad-Hoc Advisory Committee, September 10, 2024 073

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Mount Forest Aquatics Ad-Hoc Advisory Committee meeting held on September 10, 2024.

- c. Safe Communities Wellington County Leadership Table, June 19, 2024 077

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Safe Communities Wellington County Leadership Table Meeting held on June 19, 2024.

2. BUILDING

- a. Report CBO 2024-012, Award of RFT 2024-011 Arthur Area Community Centre – Upper Hall Renovation 081

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report CBO 2024-012 being a report on the award of the Arthur Area Community Centre – Upper Hall Renovation;

AND THAT Council allocate \$332,000 in the 2025 capital budget to fund the gap between the approved budget and the tender cost.

AND FURTHER THAT Council award RFT 2024-011 to Mega Group Construction at a cost of \$609,000.

AND FURTHER THAT Council authorize staff to sign any necessary agreements with Mega Group Construction.

- b. Report CBO 2024-013, Building Permit Review August 2024 088

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report CBO 2024-013 being the Building Permit Review for the month of August 2024.

3. FINANCE

- a. Vendor Cheque Register Report, September 17, 2024 090

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the Vendor Cheque Register Report dated September 17, 2024.

4. INFRASTRUCTURE

- a. Report INF 2024-015, John Street Reconstruction Update 096

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive for information Report INF 2024-015 being a report on the John Street Reconstruction Update.

- b. Report INF 2024-016, Fergus Street North Reconstruction Update 156

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive for information Report INF 2024-016 being a report on the Fergus Street North Reconstruction Update.

- c. Report INF 2024-017, Award of Lion Roy Grant Pool and Bath House Demolition 174

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report INF 2024-017 award of the Lion Roy Grant Pool and Bath House Demolition project;

AND FURTHER THAT Council award RFT 2024-010 to Yard Weasels Inc. at a cost of \$197,754.52 inclusive of HST

AND THAT Council authorize staff to sign any necessary agreements with Yard Weasels Inc to execute the Lion Roy Grant Pool and Bath House Demolition project.

5. ADMINISTRATION

- a. Report CAO 2024-011, Wellington North Power Water and Sewer Billing & Collections Implementation Update and Collection Services Agreement 176

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive report CAO 2024-011 Wellington North Power Water and Sewer Billing & Collections Implementation Update;

AND THAT the updated draft Service Level Agreement for 2025 and 2026 with Wellington North Power Inc for the Provision of Water and Sewer Billing and Collection Services be approved;

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

6. COUNCIL

- a. Saugeen Valley Conservation Authority, Press Release dated 209
September 6, 2024, announcing the appointment of Erik Downing as
General Manager and Secretary Treasurer effective September 9, 2024

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the press release from the Saugeen Valley Conservation Authority, dated September 6, 2024, announcing the appointment of Erik Downing as General Manager and Secretary Treasurer effective September 9, 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 September 23, 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 082-2024 being a by-law to amend By-law Number 107-2023 being a by-law to establish 2025 fees and charges for recreation services provided by the municipality | 211 |
| b. By-law Number 083-2024 being a by-law to establish the fees and charges for various services provided by the municipality and to repeal By-law 102-2023 | 215 |
| c. By-law Number 084-2024 being a by-law to establish the fees and charges for water and sewer services provided by the municipality and to repeal By-law 105-2023 | 230 |
| d. By-law Number 085-2024 being a by-law to authorize the execution of a Pet Licensing Services Agreement between Docupet Inc., and The Corporation of the Township of Wellington North and repeal 071-2019 | 234 |
| e. By-law Number 086-2024 being a by-law to authorize the execution of a Memorandum of Understanding between The Corporation of the Township of Wellington North and Lynes Blacksmith Shop Committee for a loan | 262 |

Recommendation:

THAT By-law Number 082-2024, 083-2024, 084-2024, 085-2024 and 086-2024 be read and passed.

CULTURAL MOMENT

- | | |
|--|-----|
| • Celebrating the Wellington North Cultural Roundtable | 264 |
|--|-----|

CONFIRMING BY-LAW

265

Recommendation:

THAT By-law Number 087-2024 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 September 23, 2024 be read and passed.

ADJOURNMENT

Recommendation:

THAT the Regular Council meeting of September 23, 2024 be adjourned at __: p.m.

MEETINGS, NOTICES, ANNOUNCEMENTS		
Ontario Culture Days, various cultural activities throughout Wellington North	September 20th to October 13th	
Fall Northern Wellington Cultural Roundtable Meeting, Mount Forest Library	Thursday, September 26, 2024	6:00 p.m. to 8:00 p.m.
Wellington North Farmer's Market, King Street, Victory Church, Mount Forest	Every Saturday until September 28th	8:30 a.m. to 12:00 p.m.
Mayor's Roundtable, All Treat Farms, Arthur	Tuesday, October 1, 2024	9:00 a.m. to 11:00 a.m.
Regular Council Meeting	Monday, October 7, 2024	2:00 p.m.
Mount Forest Aquatics Ad-Hoc Advisory Committee, Mount Forest & District Sports Complex Meeting Room	Tuesday, October 8, 2024	7:00 p.m.
Regular Council Meeting	Monday, October 21, 2024	7:00 p.m.
Northern Wellington Employer Resource Speed Networking Event, Arthur Community Centre	Tuesday, October 22, 2024	9:00 a.m. to 11:30 a.m.
Saugeen Culture Bus Tour	Saturday, October 26, 2024	
Safe Communities Wellington County, Wellington County Museum and Archives	Wednesday, November 20, 2024	9:30 a.m.

Township of Wellington North

2023 Financial Statements

Presented by Murray Short



AGENDA

- Audit Overview
- Audit Report
- Financial Statements
- Next Steps

Audit Overview

- Final materiality = \$1,060,000
- No change in key audit areas, risks or planned procedures since communicated in Pre-Audit Communication Letter
- No significant internal control deficiencies to communicate
- No known independence issues
- 15 adjusting entry identified and communicated
 - 3 entries for tangible capital assets
 - 2 entries for reserve activities
- 3 unadjusted differences identified and communicated

Audit Report

- The financial statements present fairly, in all material respects, the financial position, result of operations and cash flows of the Township of Wellington North in accordance with Canadian public sector accounting standards
- Audit conducted in accordance with Canadian generally accepted auditing standards

Statement of Financial Position

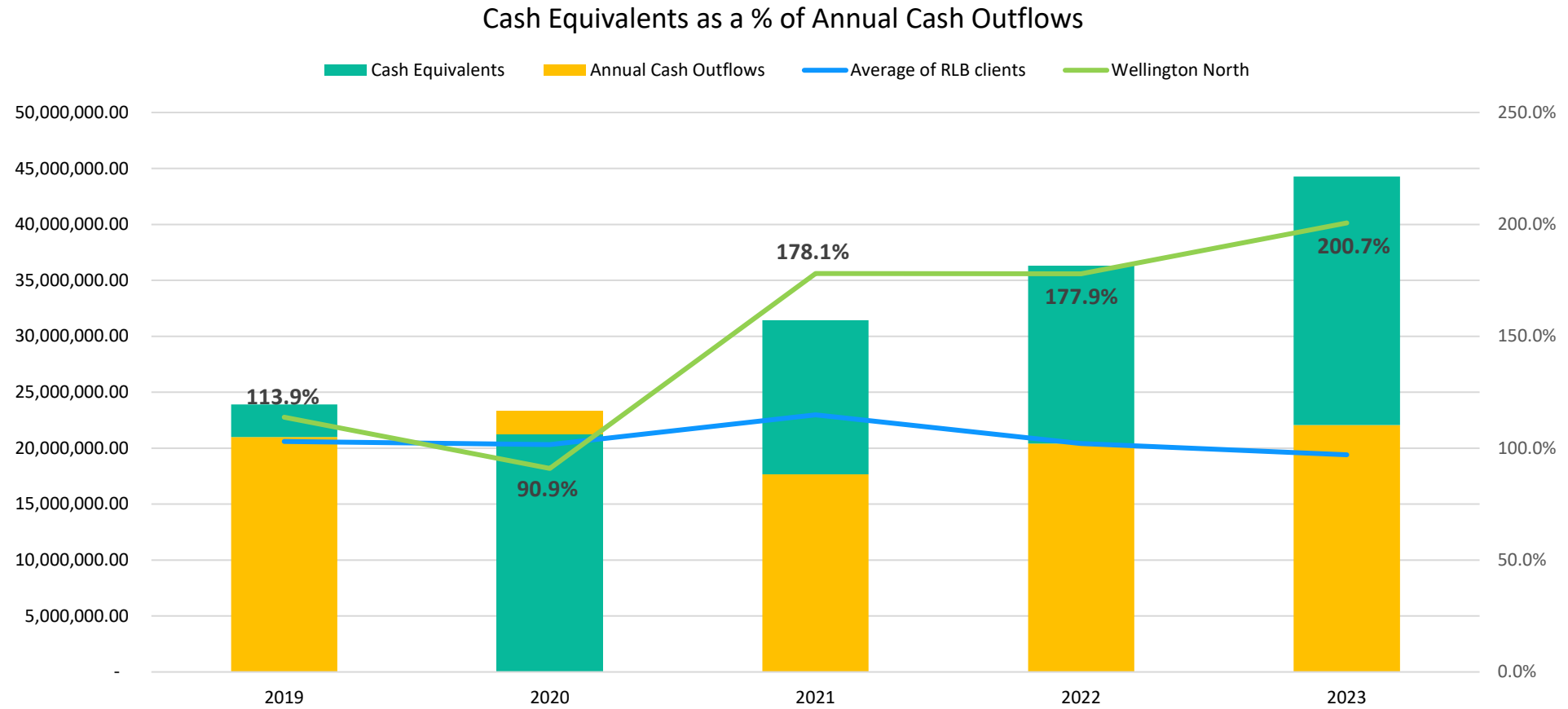
- The Statement of Financial Position (similar to a Balance Sheet for non-public entities) is a snapshot of the municipality's assets, liabilities and accumulated surplus at a point in time
- Key areas:
 - Cash equivalents
 - Taxes receivable
 - Long term debt
 - Tangible capital assets
 - Accumulated surplus

Statement of Financial Position

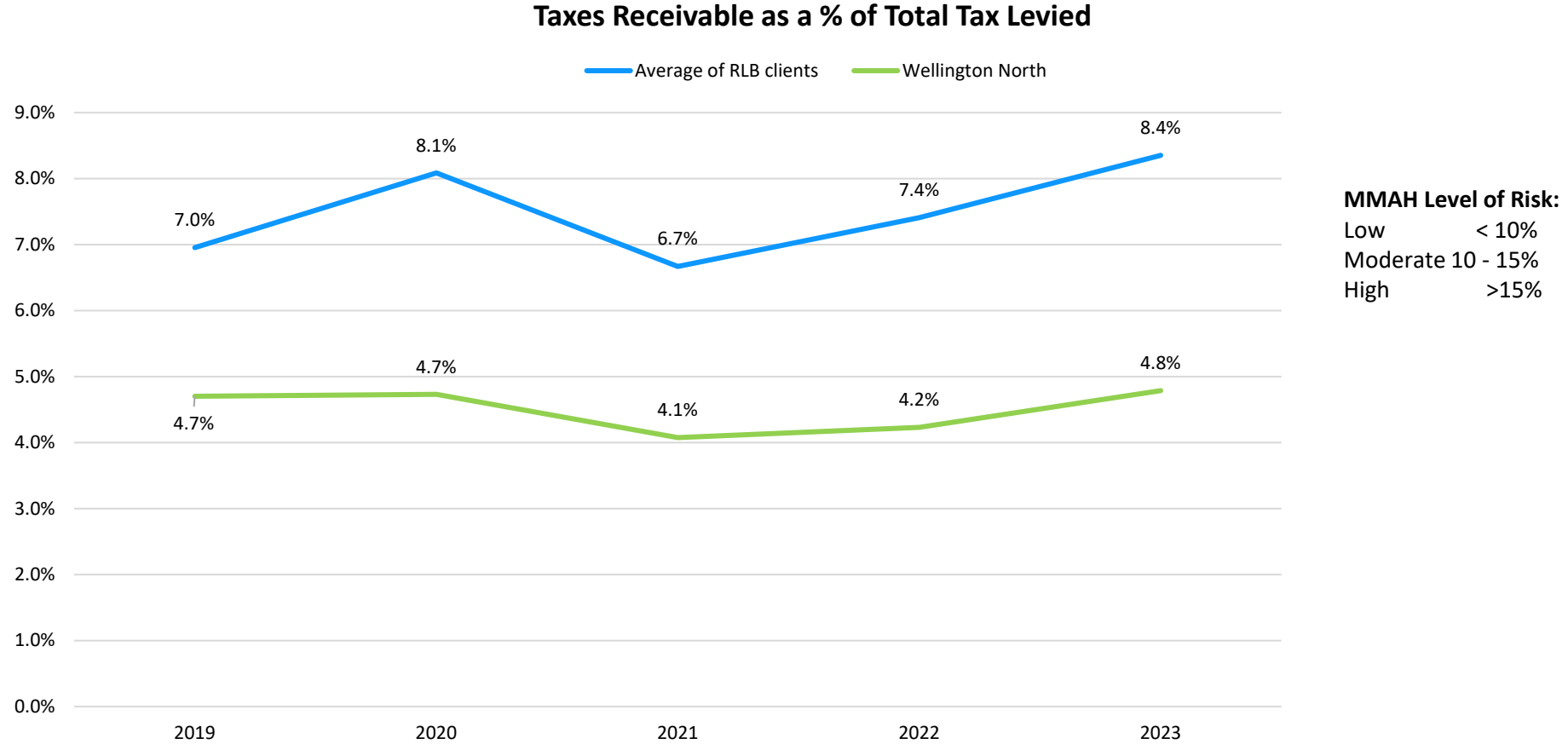
006

	2023	2022 (note 16)
FINANCIAL ASSETS		
Cash (note 3)	\$ 39,278,666	\$ 31,296,707
Investments	5,000,025	5,000,000
Taxes receivable	1,213,900	990,809
Trade and other receivables	4,389,006	2,651,495
Long term receivables (note 4)	55,765	88,635
Investment in Wellington North Power Inc. (note 5)	<u>6,931,082</u>	<u>6,471,130</u>
	<u>56,868,444</u>	<u>46,498,776</u>
LIABILITIES		
Accounts payable and accrued liabilities	6,638,807	5,828,686
Deferred revenue (note 6)	13,176,185	8,378,062
Long term debt (note 7)	4,187,689	4,839,863
Asset retirement obligations (note 9)	<u>611,589</u>	<u>0</u>
	<u>24,614,270</u>	<u>19,046,611</u>
NET FINANCIAL ASSETS	<u>32,254,174</u>	<u>27,452,165</u>
NON-FINANCIAL ASSETS		
Tangible capital assets (schedule 2)	125,706,365	124,167,190
Prepaid expenses	<u>20,046</u>	<u>52,787</u>
	<u>125,726,411</u>	<u>124,219,977</u>
ACCUMULATED SURPLUS (schedule 3)	<u>\$157,980,585</u>	<u>\$151,672,142</u>

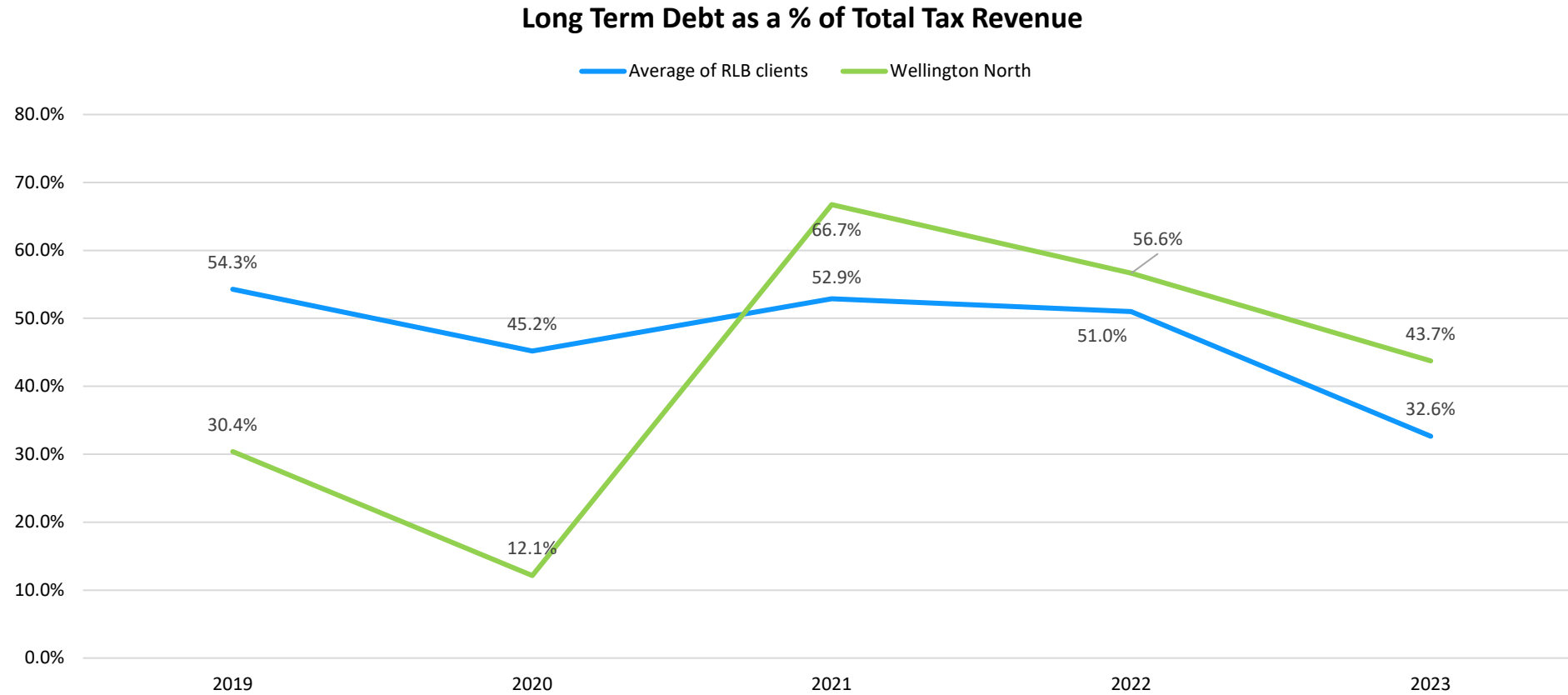
Cash Equivalents



Taxes Receivable

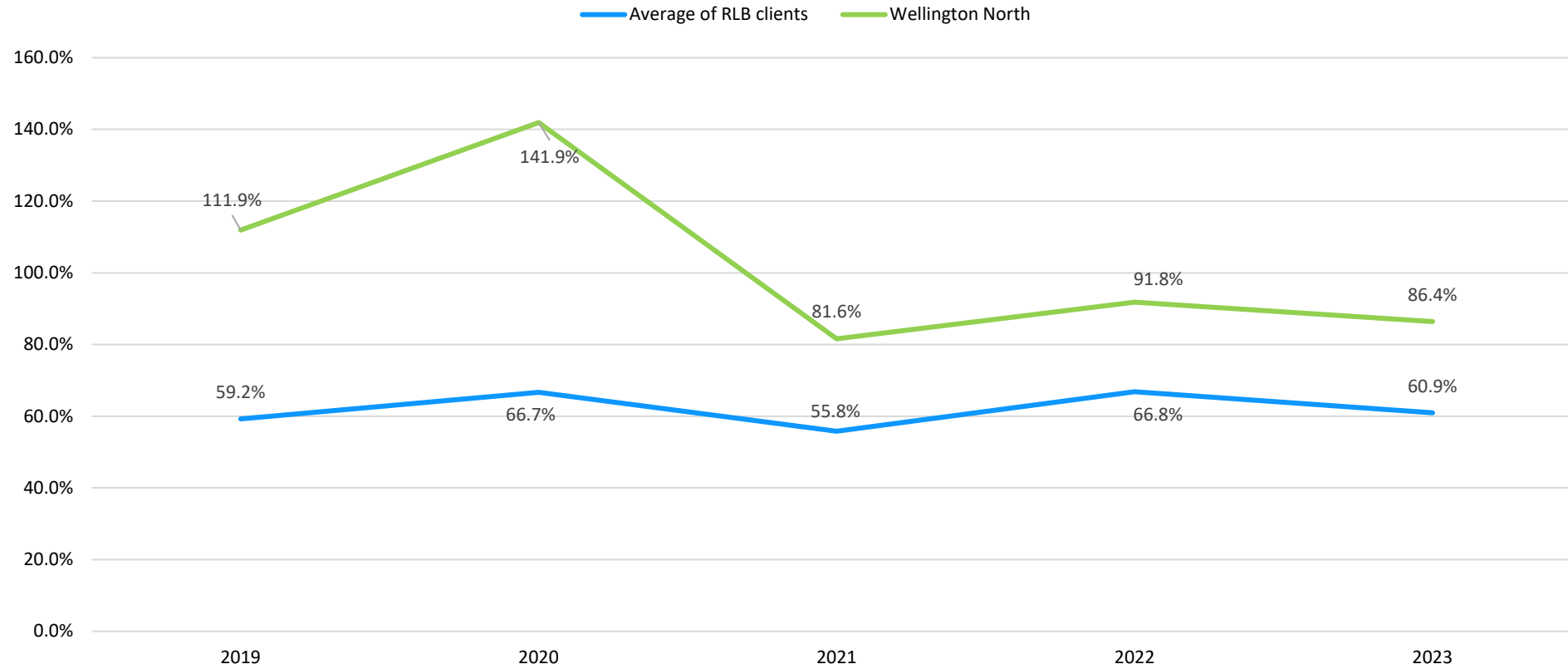


Long Term Debt



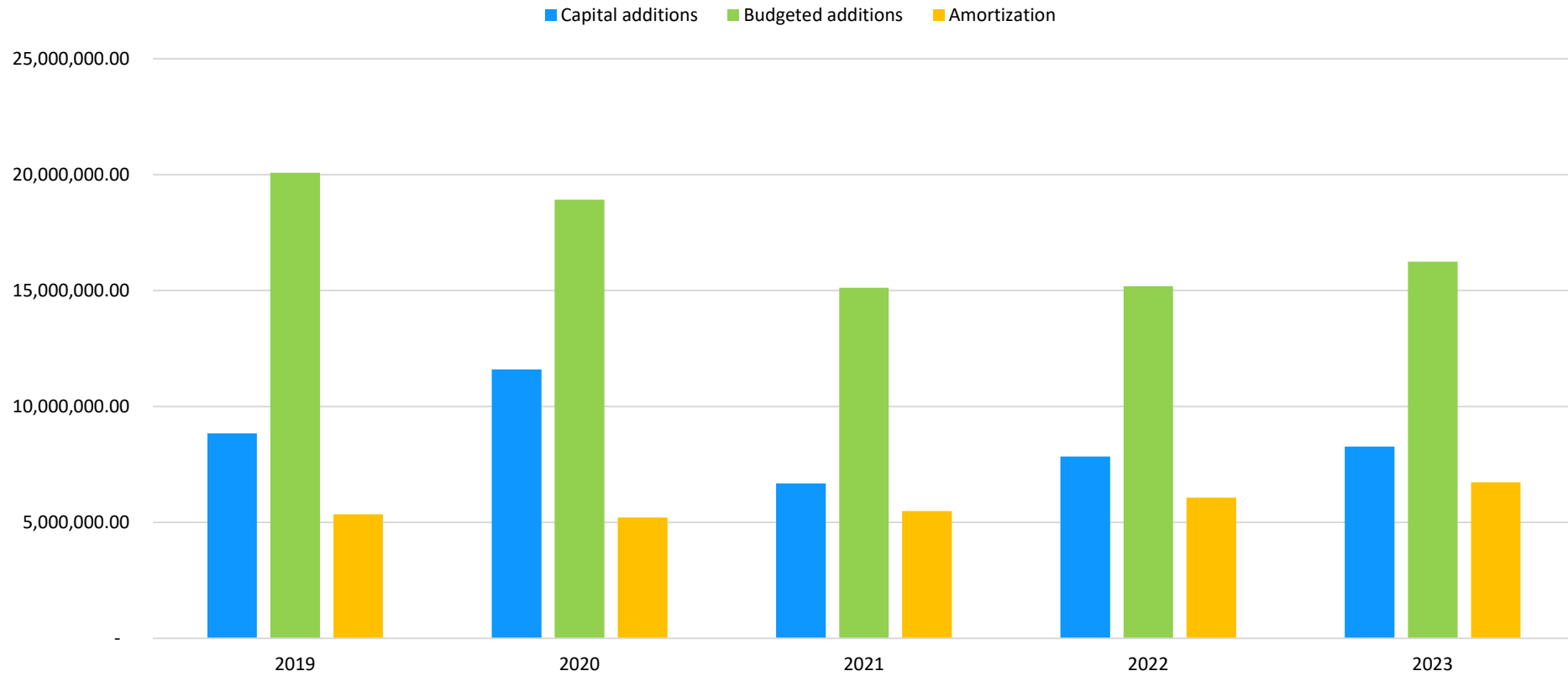
Tangible Capital Assets

Capital Additions as a % of Total Tax Revenue



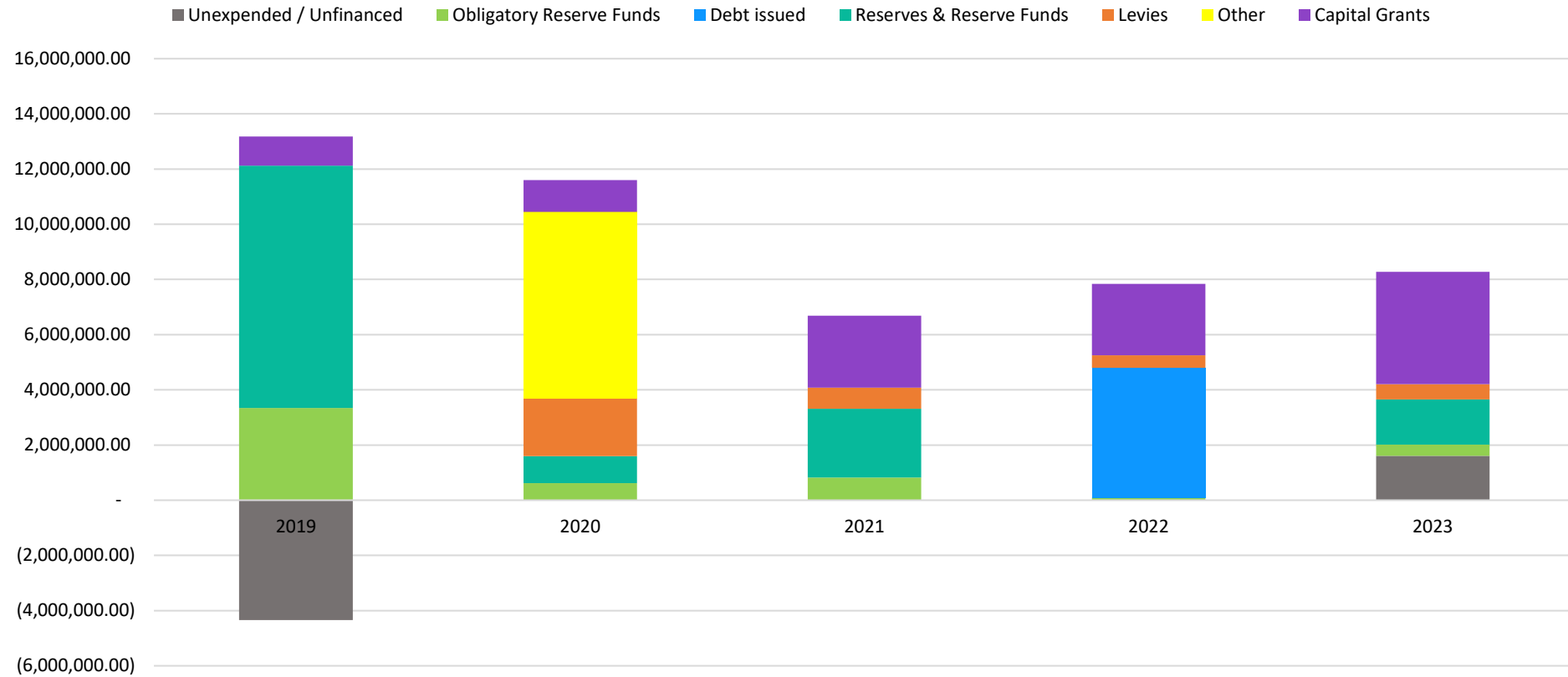
Tangible Capital Assets

Capital Additions vs. Budget vs. Amortization



Tangible Capital Assets

Capital Additions by Funding Source



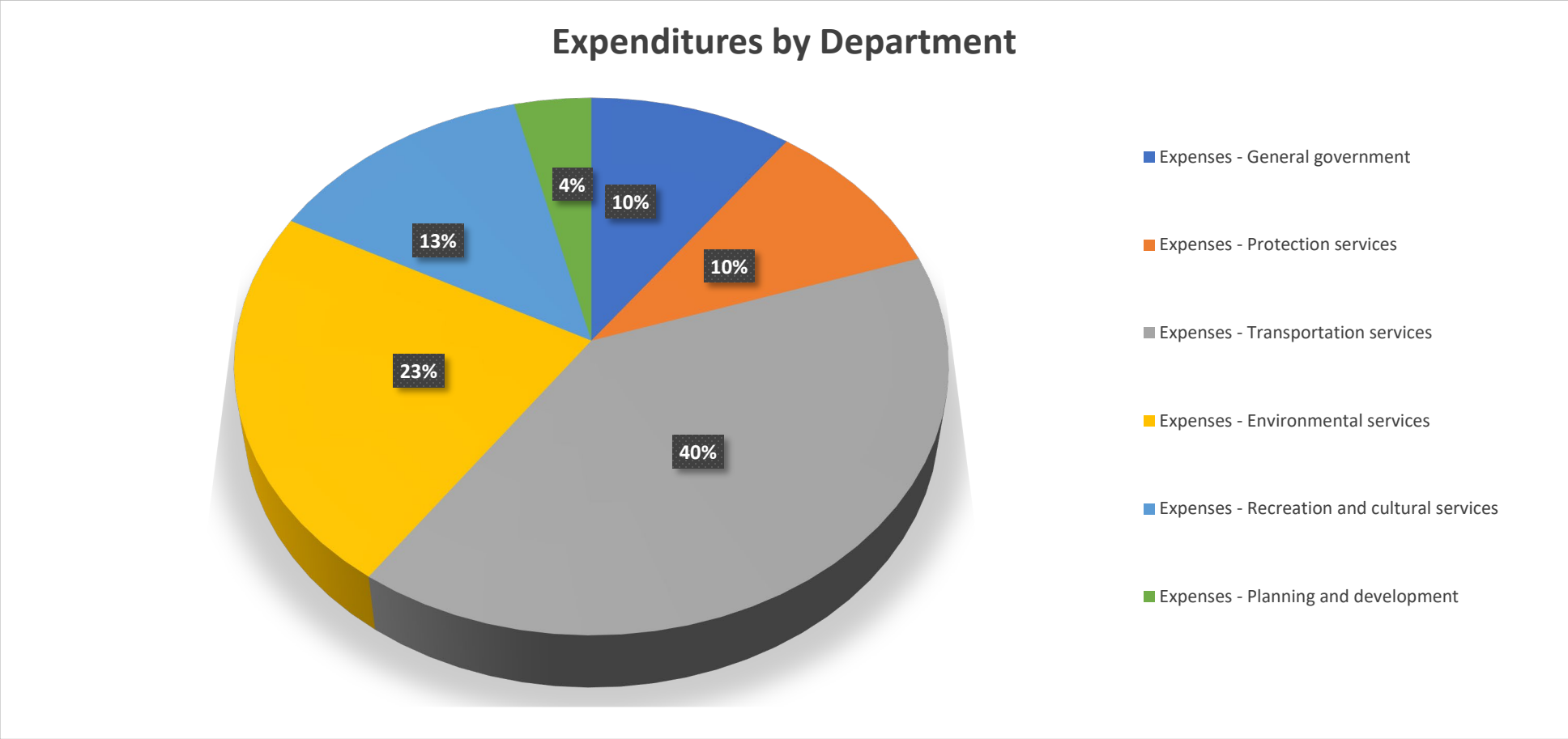
Statement of Operations

- The Statement of Operations reports the revenues less expenses resulting in the annual surplus of the municipality
- Key areas:
 - Budget vs. actual results
 - Expenditures by department
 - Annual surplus
 - Accumulated surplus

Statement of Operations

	2023 Budget (note 10)	2023 Actual	2022 Actual (note 16)
REVENUE			
Net taxation/user charges	\$ 9,387,938	\$ 9,575,486	\$ 8,544,326
Fees and service charges	5,971,616	6,562,133	6,200,426
Grants	4,915,179	5,546,459	3,999,118
Other income (note 8)	1,385,787	4,118,097	2,678,684
Obligatory reserve funds revenue recognized (note 6)	<u>0</u>	<u>406,667</u>	<u>95,535</u>
	<u>21,660,520</u>	<u>26,208,842</u>	<u>21,518,089</u>
EXPENSES (schedule 1)			
General government	2,136,742	1,989,676	1,362,507
Protection to persons and property	2,428,688	1,932,360	1,785,467
Transportation services	7,179,766	7,889,310	7,140,290
Environmental services	4,708,166	4,544,099	4,449,215
Health services	140,528	143,867	123,442
Recreation and cultural services	2,770,484	2,646,907	2,317,847
Planning and development	<u>629,378</u>	<u>754,180</u>	<u>832,814</u>
	<u>19,993,752</u>	<u>19,900,399</u>	<u>18,011,582</u>
ANNUAL SURPLUS	<u>\$ 1,666,768</u>	<u>\$ 6,308,443</u>	<u>\$ 3,506,507</u>
ACCUMULATED SURPLUS at beginning of year		\$151,672,142	\$148,165,635
Annual surplus		<u>6,308,443</u>	<u>3,506,507</u>
ACCUMULATED SURPLUS at end of year		<u>\$157,980,585</u>	<u>\$151,672,142</u>

Expenditures by Department



Expenditures by Department

	2019	2020	2021	2022	2023
Expenses - General government	10.8%	7.5%	8.1%	7.6%	10.0%
Expenses - Protection services	9.6%	10.4%	10.0%	9.9%	9.7%
Expenses - Transportation services	41.4%	40.8%	41.2%	39.6%	39.6%
Expenses - Environmental services	22.1%	23.8%	23.6%	24.7%	22.8%
Expenses - Recreation and cultural services	12.9%	12.3%	12.6%	12.9%	13.3%
Expenses - Planning and development	2.7%	4.3%	3.8%	4.6%	3.8%

Statement of Changes in Net Financial Assets

- The Statement of Changes in Net Financial Assets reconciles the annual surplus to the change in net financial assets, removing the activity of the non-financial assets

Statement of Changes in Net Financial Assets

	2023 Budget (note 10)	2023 Actual	2022 Actual (note 16)
Annual surplus	\$ <u>1,666,768</u>	\$ <u>6,308,443</u>	\$ <u>3,506,507</u>
Acquisition of tangible capital assets	(8,564,352)	(8,272,347)	(7,843,756)
Amortization of tangible capital assets	6,068,085	6,733,172	6,068,085
(Gain) loss on disposal of tangible capital assets	0	(51,842)	(200,442)
Proceeds on disposal of tangible capital assets	<u>0</u>	<u>51,842</u>	<u>267,928</u>
	<u>(2,496,267)</u>	<u>(1,539,175)</u>	<u>(1,708,185)</u>
Change in prepaid expenses	<u>0</u>	<u>32,741</u>	<u>(6,889)</u>
(DECREASE) INCREASE IN NET FINANCIAL ASSETS	<u>\$ (829,499)</u>	4,802,009	1,791,433
NET FINANCIAL ASSETS at beginning of year		<u>27,452,165</u>	<u>25,660,732</u>
NET FINANCIAL ASSETS at end of year		<u>\$ 32,254,174</u>	<u>\$ 27,452,165</u>

Statement of Cash Flows

- The Statement of Cash Flows breaks down the change in cash equivalents through the year between operating and capital sources

Statement of Cash Flows

	2023	2022 (note 16)
CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES		
Annual surplus for the year	\$ 6,308,443	\$ 3,506,507
Items not requiring an outlay of cash		
Amortization	6,733,172	6,068,085
(Gain) loss on disposal of tangible capital assets	(51,842)	(200,442)
Share of income of Wellington North Power Inc.	(459,952)	(535,977)
	<u>6,221,378</u>	<u>5,331,666</u>
	<u>12,529,821</u>	<u>8,838,173</u>
Net changes in non-cash working capital		
Taxes receivable	(223,091)	(73,109)
Trade and other receivables	(1,737,511)	(258,365)
Accounts payable and accrued liabilities	810,121	1,311,062
Deferred revenue	4,798,123	3,110,720
Asset retirement obligations	611,589	0
Prepaid expenses	32,741	(6,889)
	<u>4,291,972</u>	<u>4,083,419</u>
	<u>16,821,793</u>	<u>12,921,592</u>
CASH PROVIDED BY (USED IN) CAPITAL ACTIVITIES		
Acquisition of tangible capital assets	(8,272,347)	(7,843,756)
Proceeds on disposal of tangible capital assets	51,842	267,928
	<u>(8,220,505)</u>	<u>(7,575,828)</u>
CASH USED IN FINANCING ACTIVITIES		
Net issuance (repayment) of long term debt	(652,174)	(628,046)
CASH PROVIDED BY (USED IN) INVESTING ACTIVITIES		
Decrease (increase) in investments	(25)	10,646
Net change in long term receivables	32,870	144,053
	<u>32,845</u>	<u>154,699</u>
NET INCREASE IN CASH	7,981,959	4,872,417
CASH, beginning of year	<u>31,296,707</u>	<u>26,424,290</u>
CASH, end of year	<u>\$ 39,278,666</u>	<u>\$ 31,296,707</u>

Schedule of Accumulated Surplus

- The Schedule of Accumulated Surplus (Schedule 3) shows the various sources of the accumulated surplus, including reserves
- Reserves shown are amounts set aside by the municipality for specific purposes

Schedule of Accumulated Surplus

	2023	2022 ⁰²² (note 16)
SURPLUSES		
Invested in tangible capital assets		
Tangible capital assets at cost less amortization	\$125,706,365	\$124,167,190
Unexpended capital financing	2,059,011	3,666,955
Capital assets financed by long term debt and to be funded in future periods	<u>(245,310)</u>	<u>(477,009)</u>
	127,520,066	127,357,136
Investment in Wellington North Power Inc.	6,931,082	6,471,130
Recreation, community centres and arenas	(5,907)	(183)
Business improvement areas	(134,652)	(122,931)
Other	<u>40,243</u>	<u>20,872</u>
	<u>134,350,832</u>	<u>133,726,024</u>
RESERVE FUNDS		
Capital purposes	<u>20,624,070</u>	<u>15,591,047</u>
RESERVES		
Working funds	1,363,485	1,500,000
Current purposes	1,073,431	642,431
Capital purposes	<u>568,767</u>	<u>212,640</u>
	<u>3,005,683</u>	<u>2,355,071</u>
	<u>\$157,980,585</u>	<u>\$151,672,142</u>

Deferred Revenue

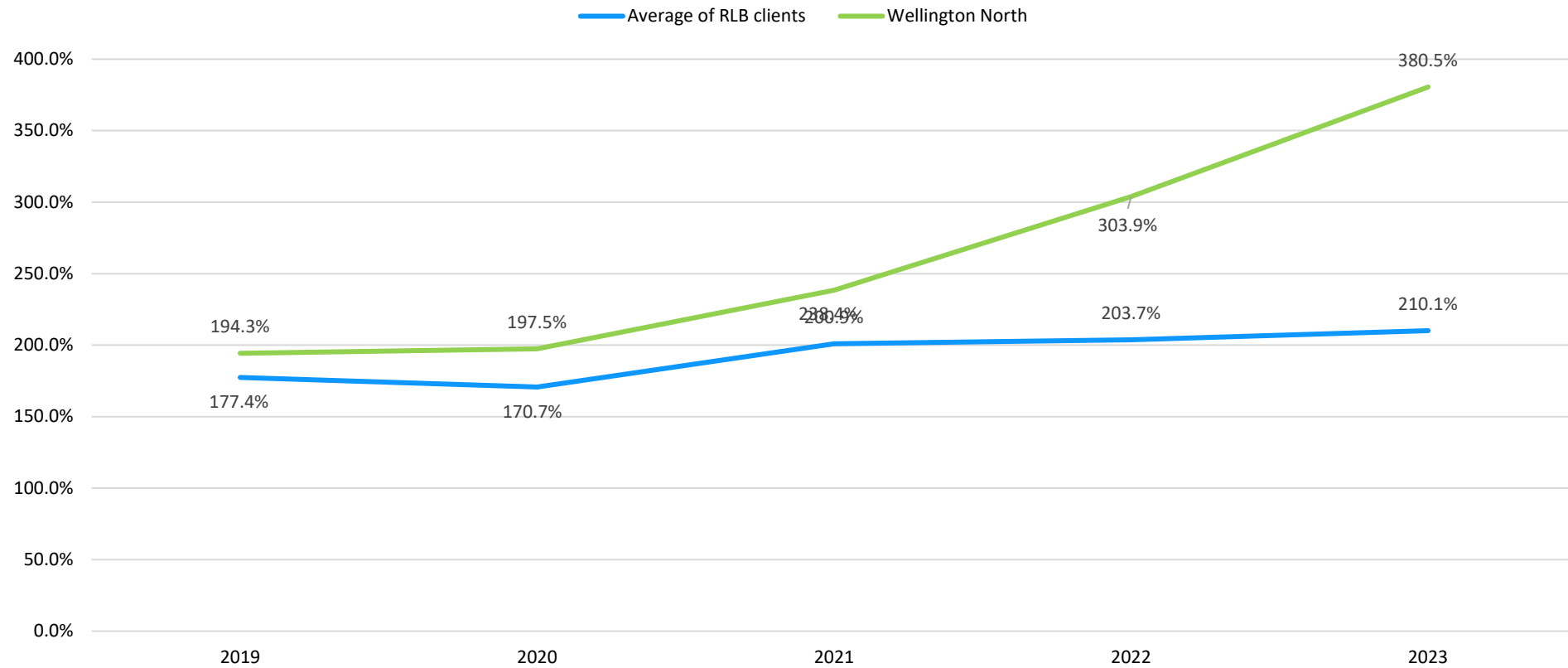
- The deferred revenue note reconciles the activity within obligatory reserve funds and other deferred items
- Deferred revenue is revenue received that has not yet been spent
- Obligatory reserve funds are deferred revenue that the municipality is required by law, regulation or the funding agreement that a reserve fund be utilized

Deferred Revenue

	DEC 31/22	CONTRI- BUTIONS RECEIVED	INVEST- MENT INCOME	REVENUE RECOGNIZED	DEC 31/23
OBLIGATORY RESERVE FUNDS					
Development charges	\$ 4,982,050	\$ 4,318,661	\$ 286,844	\$ 0	\$ 9,587,555
Recreational land	407,004	72,000	22,218	0	501,222
OCIF funding (note 16)	1,088,775	0	12,413	0	1,101,188
Gas tax	<u>1,542,343</u>	<u>394,283</u>	<u>84,196</u>	<u>(406,667)</u>	<u>1,614,155</u>
	8,020,172	4,784,944	405,671	(406,667)	12,804,120
OTHER	<u>357,890</u>	<u>484,772</u>	<u>0</u>	<u>(470,597)</u>	<u>372,065</u>
	<u>\$ 8,378,062</u>	<u>\$ 5,269,716</u>	<u>\$ 405,671</u>	<u>\$ (877,264)</u>	<u>\$13,176,185</u>

Reserve & Reserve Funds

Reserves & Reserve Funds as a % of Total Tax Revenue



Next Steps

Council and management to communicate any changes to representations given throughout the audit process or any awareness of fraud up to the date of financial statement approval

Approval of financial statements by Council

Receipt of signed management representation letter

Township's submission of Financial Information Return (FIR)

Questions?



Thank
you!



Find Us Online



@RLB LLP



@rlbllp



@RLBLLP



@RLB LLP

rlb.ca



**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2023**

DRAFT

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
INDEX TO THE CONSOLIDATED FINANCIAL STATEMENTS
YEAR ENDED DECEMBER 31, 2023

	Page
THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH	
INDEPENDENT AUDITOR'S REPORT	3 - 4
CONSOLIDATED FINANCIAL STATEMENTS	
Consolidated Statement of Financial Position	5
Consolidated Statement of Operations	6
Consolidated Statement of Change in Net Financial Assets	7
Consolidated Statement of Cash Flow	8
Notes to the Consolidated Financial Statements	9 - 17
Consolidated Schedule of Segmented Disclosure	18
Consolidated Schedule of Tangible Capital Assets	19
Consolidated Schedule of Accumulated Surplus	20
TRUST FUNDS	
INDEPENDENT AUDITOR'S REPORT	21 - 22
FINANCIAL STATEMENTS	
Statements of Financial Position and Continuity	23
Notes to the Financial Statements	24

INDEPENDENT AUDITOR'S REPORT

To the Members of Council, Inhabitants and Ratepayers of The Corporation of the Township of Wellington North

Opinion

We have audited the accompanying consolidated financial statements of The Corporation of the Township of Wellington North, which comprise the consolidated statement of financial position as at December 31, 2023 and the consolidated statements of operations, change in net financial assets and cash flow for the year then ended, and notes to the consolidated financial statements, including a summary of significant accounting policies.

In our opinion, these consolidated financial statements present fairly, in all material respects, the consolidated financial position of The Corporation of the Township of Wellington North as at December 31, 2023 and the consolidated results of its operations and its cash flows for the year then ended in accordance with Canadian public sector accounting standards.

Basis of Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are independent of The Corporation of the Township of Wellington North in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Responsibilities of Management and Those Charged with Governance for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with Canadian public sector accounting standards and for such internal control as management determines is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is responsible for assessing the corporation's ability to continue as a going concern, disclosing, as applicable, matters related to a going concern and using the going concern basis of accounting unless management either intends to liquidate the corporation or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the corporation's financial reporting process.

Auditor's Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements, as a whole, are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these consolidated financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgement and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the corporation's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the corporation's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the consolidated financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the corporation to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the consolidated financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

Guelph, Ontario
September 23, 2024

Chartered Professional Accountants
Licensed Public Accountants

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
 CONSOLIDATED STATEMENT OF FINANCIAL POSITION
 AS AT DECEMBER 31, 2023

	2023	2022 (note 16)
FINANCIAL ASSETS		
Cash (note 3)	\$ 39,278,666	\$ 31,296,707
Investments	5,000,025	5,000,000
Taxes receivable	1,213,900	990,809
Trade and other receivables	4,389,006	2,651,495
Long term receivables (note 4)	55,765	88,635
Investment in Wellington North Power Inc. (note 5)	<u>6,931,082</u>	<u>6,471,130</u>
	<u>56,868,444</u>	<u>46,498,776</u>
LIABILITIES		
Accounts payable and accrued liabilities	6,638,807	5,828,686
Deferred revenue (note 6)	13,176,185	8,378,062
Long term debt (note 7)	4,187,689	4,839,863
Asset retirement obligations (note 9)	<u>611,589</u>	<u>0</u>
	<u>24,614,270</u>	<u>19,046,611</u>
NET FINANCIAL ASSETS	<u>32,254,174</u>	<u>27,452,165</u>
NON-FINANCIAL ASSETS		
Tangible capital assets (schedule 2)	125,706,365	124,167,190
Prepaid expenses	<u>20,046</u>	<u>52,787</u>
	<u>125,726,411</u>	<u>124,219,977</u>
ACCUMULATED SURPLUS (schedule 3)	<u>\$157,980,585</u>	<u>\$151,672,142</u>

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
 CONSOLIDATED STATEMENT OF OPERATIONS
 FOR THE YEAR ENDED DECEMBER 31, 2023

	2023 Budget (note 10)	2023 Actual	2022 Actual (note 16)
REVENUE			
Net taxation/user charges	\$ 9,387,938	\$ 9,575,486	\$ 8,544,326
Fees and service charges	5,971,616	6,562,133	6,200,426
Grants	4,915,179	5,546,459	3,999,118
Other income (note 8)	1,385,787	4,118,097	2,678,684
Obligatory reserve funds revenue recognized (note 6)	<u>0</u>	<u>406,667</u>	<u>95,535</u>
	<u>21,660,520</u>	<u>26,208,842</u>	<u>21,518,089</u>
EXPENSES (schedule 1)			
General government	2,136,742	1,989,676	1,362,507
Protection to persons and property	2,428,688	1,932,360	1,785,467
Transportation services	7,179,766	7,889,310	7,140,290
Environmental services	4,708,166	4,544,099	4,449,215
Health services	140,528	143,867	123,442
Recreation and cultural services	2,770,484	2,646,907	2,317,847
Planning and development	<u>629,378</u>	<u>754,180</u>	<u>832,814</u>
	<u>19,993,752</u>	<u>19,900,399</u>	<u>18,011,582</u>
ANNUAL SURPLUS	<u>\$ 1,666,768</u>	<u>\$ 6,308,443</u>	<u>\$ 3,506,507</u>
ACCUMULATED SURPLUS at beginning of year		\$151,672,142	\$148,165,635
Annual surplus		<u>6,308,443</u>	<u>3,506,507</u>
ACCUMULATED SURPLUS at end of year		<u>\$157,980,585</u>	<u>\$151,672,142</u>

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
CONSOLIDATED STATEMENT OF CHANGE IN NET FINANCIAL ASSETS
FOR THE YEAR ENDED DECEMBER 31, 2023

	2023 Budget (note 10)	2023 Actual	2022 Actual (note 16)
Annual surplus	\$ <u>1,666,768</u>	\$ <u>6,308,443</u>	\$ <u>3,506,507</u>
Acquisition of tangible capital assets	(8,564,352)	(8,272,347)	(7,843,756)
Amortization of tangible capital assets	6,068,085	6,733,172	6,068,085
(Gain) loss on disposal of tangible capital assets	0	(51,842)	(200,442)
Proceeds on disposal of tangible capital assets	<u>0</u>	<u>51,842</u>	<u>267,928</u>
	<u>(2,496,267)</u>	<u>(1,539,175)</u>	<u>(1,708,185)</u>
Change in prepaid expenses	<u>0</u>	<u>32,741</u>	<u>(6,889)</u>
(DECREASE) INCREASE IN NET FINANCIAL ASSETS	<u>\$ (829,499)</u>	4,802,009	1,791,433
NET FINANCIAL ASSETS at beginning of year		<u>27,452,165</u>	<u>25,660,732</u>
NET FINANCIAL ASSETS at end of year		<u>\$ 32,254,174</u>	<u>\$ 27,452,165</u>

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
CONSOLIDATED STATEMENT OF CASH FLOW
FOR THE YEAR ENDED DECEMBER 31, 2023

	2023	2022 (note 16)
CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES		
Annual surplus for the year	\$ 6,308,443	\$ 3,506,507
Items not requiring an outlay of cash		
Amortization	6,733,172	6,068,085
(Gain) loss on disposal of tangible capital assets	(51,842)	(200,442)
Share of income of Wellington North Power Inc.	<u>(459,952)</u>	<u>(535,977)</u>
	<u>6,221,378</u>	<u>5,331,666</u>
	<u>12,529,821</u>	<u>8,838,173</u>
Net changes in non-cash working capital		
Taxes receivable	(223,091)	(73,109)
Trade and other receivables	(1,737,511)	(258,365)
Accounts payable and accrued liabilities	810,121	1,311,062
Deferred revenue	4,798,123	3,110,720
Asset retirement obligations	611,589	0
Prepaid expenses	<u>32,741</u>	<u>(6,889)</u>
	<u>4,291,972</u>	<u>4,083,419</u>
	<u>16,821,793</u>	<u>12,921,592</u>
CASH PROVIDED BY (USED IN) CAPITAL ACTIVITIES		
Acquisition of tangible capital assets	(8,272,347)	(7,843,756)
Proceeds on disposal of tangible capital assets	<u>51,842</u>	<u>267,928</u>
	<u>(8,220,505)</u>	<u>(7,575,828)</u>
CASH USED IN FINANCING ACTIVITIES		
Net issuance (repayment) of long term debt	<u>(652,174)</u>	<u>(628,046)</u>
CASH PROVIDED BY (USED IN) INVESTING ACTIVITIES		
Decrease (increase) in investments	(25)	10,646
Net change in long term receivables	<u>32,870</u>	<u>144,053</u>
	<u>32,845</u>	<u>154,699</u>
NET INCREASE IN CASH	7,981,959	4,872,417
CASH, beginning of year	<u>31,296,707</u>	<u>26,424,290</u>
CASH, end of year	<u>\$ 39,278,666</u>	<u>\$ 31,296,707</u>

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2023

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The consolidated financial statements of The Corporation of the Township of Wellington North are the representation of management prepared in accordance with Canadian public sector accounting standards (PSAS) as established by the Public Sector Accounting Board (PSAB) of CPA Canada. Significant accounting policies adopted by The Corporation of the Township of Wellington North are as follows:

(a) **ACKNOWLEDGEMENT OF RESPONSIBILITY**

The management of The Corporation of the Township of Wellington North acknowledges its responsibility for the creation and compilation of the consolidated financial statements and the following significant accounting policy decisions and related policy notes.

(b) **BASIS OF CONSOLIDATION**

- (i) These consolidated statements reflect the assets, liabilities, revenues and expenses of the current fund, capital fund, reserves and reserve funds of all municipal organizations, committees and boards which are controlled by Council. All interfund assets and liabilities and revenues and expenses have been eliminated on consolidation. The following board has been reflected in the consolidated financial statements:

Mount Forest Business Improvement Area 100%
 Arthur Business Improvement Area 100%

Government business enterprises and partnerships are separate legal entities which do not rely on the municipality for funding. Investments in government business enterprises are accounted for using the modified equity method. The following government business enterprise is reflected in the consolidated financial statements:

Wellington North Power Inc. 96.71%

- (ii) **Accounting for County and School Board Transactions:**

The taxation, other revenues, expenditures, assets and liabilities with respect to the operations of the school boards and the County of Wellington are not reflected in the municipal fund balances of these financial statements. Overlevies (underlevies) are reported on the Consolidated Statement of Financial Position as accrued liabilities (other receivables). See note 12.

- (iii) Trust funds and their related operations administered by the municipality are not consolidated, but are reported separately on the Trust Funds Statement of Financial Position and Continuity.

(c) **BASIS OF ACCOUNTING**

- (i) Sources of financing and expenditures are reported on the accrual basis of accounting.
- (ii) The accrual basis of accounting recognizes revenues as they become available and measurable. Expenditures are recognized as they are incurred and measurable as a result of receipt of goods or services and the creation of a legal obligation to pay.

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2023

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

(d) USE OF ESTIMATES

The preparation of financial statements in accordance with PSAS requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Significant areas requiring management's estimates include amortization of tangible capital assets and accrued liabilities. By their nature, these estimates are subject to measurement uncertainty and actual results could differ from management's best estimates as additional information becomes available in the future.

(e) INVESTMENTS

Investments held by the municipality are recorded at cost.

(f) LONG TERM RECEIVABLES

Long term receivables are recorded at cost.

(g) DEFERRED REVENUE

The revenue is reported on the consolidated statement of operations in the year in which it is used for the specified purpose, and any unspent revenue is deferred to the following year.

(h) FINANCIAL INSTRUMENTS

Measurement of financial instruments

The company initially measures its financial assets and liabilities at fair value, except for certain non-arm's length transactions.

The company subsequently measures all its financial assets and financial liabilities at amortized cost.

Impairment

Financial assets measured at amortized cost are tested for impairment when there are indicators of impairment. If an impairment has occurred, the carrying amount of financial assets measured at amortized cost is reduced to the greater of the discounted future cash flows expected or the proceeds that could be realized from the sale of the financial asset. The amount of the write-down is recognized in net earnings. The previously recognized impairment loss may be reversed to the extent of the improvement, directly or by adjusting the allowance account, provided it is no greater than the amount that would have been reported at the date of the reversal had the impairment not been recognized previously. The amount of the reversal is recognized in net earnings.

Transaction costs

The company recognizes its transaction costs in net income in the period incurred. However, financial instruments that will not be subsequently measured at fair value are adjusted by the transaction costs that are directly attributable to their origination, issuance or assumption.

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2023

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

(i) **NON-FINANCIAL ASSETS**

Non-financial assets are not available to discharge existing liabilities and are held for use in the provision of services. They have useful lives extending beyond the current year and are not intended for sale in the ordinary course of operations. The change in non-financial assets during the year, together with the excess of revenues over expenses, provides the Change in Net Financial Assets for the year.

(i) Tangible capital assets

Tangible capital assets are recorded at cost which includes all amounts that are directly attributed to acquisition, construction, development or betterment of the asset. The cost, less residual value, of the tangible capital asset is amortized on a straight-line basis over its estimated useful life as follows:

Land improvements	30 to 75 years
Buildings	20 to 50 years
Machinery and equipment	5 to 50 years
Vehicles	10 to 20 years
Roads	30 years
Bridges and culverts	50 years
Water and sewer systems	70 years

Assets under construction are not amortized until the asset is available for productive use.

(ii) Contributions of tangible capital assets

Tangible capital assets received as contributions are recorded at their fair value and are recognized as revenue at the date of receipt.

(iii) Leases

Leases are classified as capital or operating leases. Leases which transfer substantially all of the benefits and risks incidental to ownership of property are accounted for as capital leases. All other leases are accounted for as operating leases and the related lease payments are charged to expenses as incurred.

(j) **POST-EMPLOYMENT BENEFITS**

The contributions to the Ontario Municipal Employees Retirement System ("OMERS"), a multi-employer defined benefit plan, are expensed when contributions are due.

(k) **REVENUE RECOGNITION**

Revenues are recognized as follows:

- (i) Taxation, user charges, and penalties and interest on taxation are recognized as revenue when the amounts are levied on the municipality's ratepayers.
- (ii) Other fines and penalties, and donations are recognized when collected.
- (iii) Fees and services charges, and other income are recorded upon sale of goods or provision of service when collection is reasonably assured.

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2023

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

(k) REVENUE RECOGNITION (continued)

- (iv) Government transfers are recognized in the financial statements as revenues in the period in which events giving rise to the transfer occur providing the transfers are authorized, eligibility criteria have been met and reasonable estimates of the amounts can be made.
- (v) Revenue restricted by legislation, regulation or agreement and not available for general municipal purposes, such as grants, is reported as deferred revenue on the consolidated statement of financial position. The revenue is recognized in the consolidated statement of operations in the year in which it is used for the specified purpose.

2. FINANCIAL INSTRUMENTS

Unless otherwise noted, it is management's opinion that the corporation is not exposed to significant interest, credit, currency, liquidity, or other price risks arising from its financial instruments.

The extent of the corporation's exposure to these risks did not change in 2023 compared to the previous period.

The corporation does not have a significant exposure to any individual customer or counterpart.

3. CASH

The Township of Wellington North has an undrawn credit facility of \$1,000,000 for operating purposes.

The municipality's deposits are held with a Canadian Chartered Bank. The Canadian Deposit Insurance Corporation insures deposits up to a maximum of \$100,000 per depositor.

4. LONG TERM RECEIVABLES

	2023	2022
Sewer loans, 6%, various repayment amounts, due 2023	\$ 9,004	\$ 11,004
VTB mortgage, no interest, annual payments of \$20,000, due 2023	0	20,000
Arthur BIA, 2.45% interest on \$102,000 principal with no interest on the balance, equal instalments from 2023 to 2031	(4,748)	(2,499)
Tile drainage loans, 6%, various repayments, due 2028	<u>51,509</u>	<u>60,130</u>
	<u>\$ 55,765</u>	<u>\$ 88,635</u>

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2023

5. INVESTMENT IN WELLINGTON NORTH POWER INC.

Wellington North Power Inc. is a corporation incorporated under the laws of the Province of Ontario and provides municipal electrical services. The Corporation of the Township of Wellington North owns 96.71% of the outstanding shares of Wellington North Power Inc.

The following summarizes the financial position and operations of the government business enterprise which has been reported in these financial statements using the modified equity method:

	2023	2022
Investment in common shares	\$ 1,585,016	\$ 1,585,016
Note receivable on demand, interest at 4.54%	985,016	985,016
Share of accumulated net income	<u>4,361,050</u>	<u>3,901,098</u>
	<u>\$ 6,931,082</u>	<u>\$ 6,471,130</u>

During 2023, The Corporation of the Township of Wellington North received interest of \$44,720 (2022 - \$44,720) and dividends of \$129,790 (2022 - \$83,695) from Wellington North Power Inc. The municipality paid service fees of \$109,539 (2022 - \$104,989) and other expenses of \$77,510 (2022 - \$34,705) to Wellington North Power Inc.

The following is selected financial information from the December 31, 2023 audited financial statements of Wellington North Power Inc.

	2023	2022
Assets	<u>\$ 18,634,217</u>	<u>\$ 16,961,795</u>
Liabilities	\$ 11,896,206	\$ 10,909,177
Equity	6,556,963	6,000,188
Regulatory balances	<u>181,048</u>	<u>52,430</u>
	<u>\$ 18,634,217</u>	<u>\$ 16,961,795</u>
Revenues	\$ 16,873,852	\$ 16,084,384
Expenses	<u>16,187,287</u>	<u>15,435,433</u>
Net income for the year	<u>\$ 686,565</u>	<u>\$ 648,951</u>

6. DEFERRED REVENUE

	DEC 31/22	CONTRI- BUTIONS RECEIVED	INVEST- MENT INCOME	REVENUE RECOGNIZED	DEC 31/23
OBLIGATORY RESERVE FUNDS					
Development charges	\$ 4,982,050	\$ 4,318,661	\$ 286,844	\$ 0	\$ 9,587,555
Recreational land	407,004	72,000	22,218	0	501,222
OCIF funding (note 16)	1,088,775	0	12,413	0	1,101,188
Gas tax	<u>1,542,343</u>	<u>394,283</u>	<u>84,196</u>	<u>(406,667)</u>	<u>1,614,155</u>
	8,020,172	4,784,944	405,671	(406,667)	12,804,120
OTHER	<u>357,890</u>	<u>484,772</u>	<u>0</u>	<u>(470,597)</u>	<u>372,065</u>
	<u>\$ 8,378,062</u>	<u>\$ 5,269,716</u>	<u>\$ 405,671</u>	<u>\$ (877,264)</u>	<u>\$13,176,185</u>

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
 NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
 FOR THE YEAR ENDED DECEMBER 31, 2023

7. LONG TERM DEBT

The balance of long term debt on the Consolidated Statement of Financial Position is made up of the following:

	2023	2022
Tile drainage loans payable, 6%, due 2028	\$ 51,509	\$ 60,130
Debenture payable, 5.84%, payable \$128,114 semi-annually, principal and interest, due August 2024	245,310	477,008
Debenture payable, 3.65%, payable \$282,626 semi-annually, principal and interest, due July 2031	<u>3,890,870</u>	<u>4,302,725</u>
	<u>\$ 4,187,689</u>	<u>\$ 4,839,863</u>

Principal repayments, in aggregate, are due as follows:

2024	\$ 681,319
2025	452,643
2026	469,362
2027	486,888
2028	504,981
Thereafter	<u>1,592,496</u>
	<u>\$ 4,187,689</u>

8. OTHER INCOME

	2023 Budget (note 10)	2023 Actual	2022 Actual
Penalties and interest on taxation	\$ 125,000	\$ 165,271	\$ 148,784
Miscellaneous	39,950	91,671	74,288
Other fines and penalties	3,750	5,630	4,124
Investment income (note 5)	227,000	1,913,914	749,998
Rents, concessions and franchises	869,087	1,335,764	912,852
Donations	1,000	2,774	52,220
Gain (loss) on disposal of tangible capital assets	0	51,842	200,442
Developer contributions	120,000	91,279	0
Government business enterprise (note 5)	<u>0</u>	<u>459,952</u>	<u>535,976</u>
	<u>\$ 1,385,787</u>	<u>\$ 4,118,097</u>	<u>\$ 2,678,684</u>

9. ASSET RETIREMENT OBLIGATIONS

Asset retirement obligations have been defined in accordance with industry standards and include decommissioning and rehabilitation costs related to various assets put into use by the municipality from 1948 to 2014. At year end, the estimated liability for these obligations is \$611,589. This obligation is inflated based on an average annual rate of 4.30% per year and discounted at a rate of 4.25%. The municipality has not made allocations to fund the liability at this time and future expenses are anticipated to be funded from taxation billings.

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2023

10. BUDGET AMOUNTS

The budget figures are presented for comparison purposes as prepared and approved by Council, reclassified to confirm to the current financial statement presentation. The budgeted figures are prepared on the cash basis of accounting and have been restated to confirm to the accrual basis of accounting on which the actual figures are reported. The following chart reconciles the approved budget with the budget figures as presented in these consolidated financial statements:

Revenue

Approved Budget	\$ 28,391,129
Transfers from reserves and reserve funds, net	(1,284,932)
Prior year carried forward	<u>(5,445,677)</u>
Total revenues	<u>21,660,520</u>

Expenses

Approved Budget	28,391,129
Acquisition of tangible capital assets	(8,564,352)
Debt principal repayments	(615,991)
Amortization	6,068,085
Contribution to Operating from Capital Fund, Reserves and Reserve Funds	<u>(5,285,119)</u>
Total expenses	<u>19,993,752</u>

Annual surplus	<u>\$ 1,666,768</u>
-----------------------	---------------------

11. PENSION AGREEMENTS

The municipality makes contributions to the Ontario Municipal Employees Retirement Fund (OMERS), which is a multi-employer plan, on behalf of 64 (2022 - 51) members of its staff. This plan is a defined benefit plan which specifies the amount of the retirement entitlement to be received by the employees based on the length of service and rates of pay. Employees and employers contribute jointly to the plan. The employer amount contributed to OMERS for 2023 by the municipality was \$357,098 (2022 - \$307,638). The contribution rate for 2023 was 9.0% to 14.6%, depending on age and income level, which is consistent with the previous year. OMERS is a multi-employer plan, therefore any pension plan surpluses or deficits are a joint responsibility of Ontario municipal organizations and their employees. As a result, the municipality does not recognize any share of the OMERS pension surplus or deficit. The last available report for the OMERS plan was December 31, 2023. At that time, the plan reported a \$4.2 billion actuarial deficit (2022 - \$6.7 billion actuarial deficit), based on accrued pension obligations of \$134.6 billion (2022 - \$128.8 billion) and net assets available for benefits of \$128.8 billion (2022 - \$124.4 billion).

12. OPERATIONS OF THE SCHOOL BOARDS AND THE COUNTY OF WELLINGTON

During the year, the following taxation revenue was raised and remitted to the school boards and County of Wellington:

	2023	2022
School Boards	\$ 3,874,447	\$ 3,760,984
County of Wellington	<u>11,902,685</u>	<u>11,112,757</u>
	<u>\$ 15,777,132</u>	<u>\$ 14,873,741</u>

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2023

13. TRUST FUNDS

The trust funds administered by the municipality amounting to \$408,325 (2022 - \$383,533) have not been included in the statement of financial position, nor have the operations been included in the statement of operations.

14. CONTINGENT LIABILITIES

The municipality is subjected to legal claims in the ordinary course of its operations. At the date of issuance of these financial statements, there was one such claim outstanding. It is the opinion of management that any liability arising from this claim will be covered by insurance, and that any remaining liability not covered by insurance would not be material to the financial statements.

15. SEGMENTED INFORMATION

The Corporation of the Township of Wellington North is a diversified municipal government institution that provides a wide range of services to its residents such as fire, sewer, water, recreational and planning. Distinguishable functional segments have been separately disclosed in the segmented information. The nature of the segments and the activities they encompass are as follows:

General Government

This segment relates to the governance and operations of the municipality itself and cannot be directly attributed to another specific segment.

Protection to Persons and Property

Protection is comprised of fire protection, conservation authority, emergency measures, animal control and building and structural inspection. The fire department is responsible to provide fire suppression service, fire prevention programs, training and education. The members of the fire department consist of volunteers. The building department provides a number of services including maintenance and enforcement of building and construction codes and review of all property development plans through its application process.

Transportation Services

Transportation services is responsible for construction and maintenance of the municipality's roadways, bridges, parking areas and streetlights.

Environmental Services

This segment provides the municipality's drinking water, processes and cleans sewage and ensures the municipality's water systems meet all provincial standards.

Health Services

Health services includes contributions to the operations of local cemeteries.

Recreation and Cultural Services

This segment provides services meant to improve the health and development of the municipality's residents. The municipality operates and maintains parks, arenas, swimming pools and community centres. The municipality also provides recreational programs.

Planning and Development

This segment is responsible for planning and zoning, including the official plan. This service area also includes tourist information and promotion, economic development, business improvement area and drainage.

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2023

16. PRIOR PERIOD ADJUSTMENT

During the current year, it was determined that funding received from the Ontario Community Infrastructure Fund (OCIF) was recognized in grant revenue in 2022 despite this funding not having been spent on the capital projects they were to fund, as the projects were primarily to be completed in 2023. As a result, \$1,088,775 was included in the 2022 accumulated surplus as unexpended capital funding, which should have been included in deferred revenue due to the external restrictions placed on these funds. Adjustments to the 2022 financial results are as follows:

Increase in deferred revenue, beginning of year:	\$ 810,781
Decrease in accumulated surplus, beginning of year:	(810,781)
Decrease in grant revenue in the year:	(277,994)
Increase in deferred revenue, end of year	1,088,775
Decrease in accumulated surplus, end of year:	\$(1,088,775)

DRAFT

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
SCHEDULE OF SEGMENTED DISCLOSURE
FOR THE YEAR ENDED DECEMBER 31, 2023

Schedule 1

	General Government	Protection Services	Transportation Services	Environmental Services	Health Services	Recreation and Cultural Services	Planning and Development	2023	2022
EXPENSES									
Salaries and benefits	\$ 731,941	\$ 802,080	\$ 1,729,941	\$ 710,391	\$ 44,995	\$ 1,045,024	\$ 196,664	\$ 5,261,036	\$ 4,523,647
Materials	422,399	575,929	1,809,245	1,080,135	95,277	918,481	345,719	5,247,185	5,325,217
Contracted services	548,640	140,157	203,449	865,441	2,189	153,834	211,797	2,125,507	1,636,487
Rents and financial expenses	102,165	0	0	0	0	0	0	102,165	86,470
Interest on long term debt	0	0	0	177,897	0	0	0	177,897	193,524
Amortization	136,861	223,943	4,146,675	1,694,719	1,406	529,568	0	6,733,172	6,068,085
Other	<u>47,670</u>	<u>190,251</u>	<u>0</u>	<u>15,516</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>253,437</u>	<u>178,152</u>
	<u>\$ 1,989,676</u>	<u>\$ 1,932,360</u>	<u>\$ 7,889,310</u>	<u>\$ 4,544,099</u>	<u>\$ 143,867</u>	<u>\$ 2,646,907</u>	<u>\$ 754,180</u>	<u>\$ 19,900,399</u>	<u>\$ 18,011,582</u>

See notes to the consolidated financial statements

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
 CONSOLIDATED SCHEDULE OF TANGIBLE CAPITAL ASSETS
 FOR THE YEAR ENDED DECEMBER 31, 2023

Schedule 2

	Land and Land Improvements	Buildings	Machinery and Equipment	Vehicles	Roads	Bridges and Culverts	Water and Sewer Systems	2023	2022
COST									
Balance, beginning of year	\$ 5,726,731	\$ 20,191,984	\$ 34,988,718	\$ 9,727,358	\$ 152,731,508	\$ 8,550,291	\$ 42,288,350	\$ 274,204,940	\$ 267,270,527
Additions during the year	526,955	1,150,100	258,383	274,401	3,572,174	698,838	1,791,496	8,272,347	7,843,756
Disposals during the year	<u>0</u>	<u>0</u>	<u>0</u>	<u>(85,478)</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>(85,478)</u>	<u>(909,343)</u>
Balance, end of year	<u>6,253,686</u>	<u>21,342,084</u>	<u>35,247,101</u>	<u>9,916,281</u>	<u>156,303,682</u>	<u>9,249,129</u>	<u>44,079,846</u>	<u>282,391,809</u>	<u>274,204,940</u>
ACCUMULATED AMORTIZATION									
Balance, beginning of year	690,333	8,440,193	13,601,698	4,265,137	105,629,181	3,838,026	13,573,182	150,037,750	144,811,522
Amortization for the year	63,485	483,276	633,084	566,207	3,431,467	213,435	1,342,218	6,733,172	6,068,085
Accumulated amortization on disposals	<u>0</u>	<u>0</u>	<u>0</u>	<u>(85,478)</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>(85,478)</u>	<u>(841,857)</u>
Balance, end of year	<u>753,818</u>	<u>8,923,469</u>	<u>14,234,782</u>	<u>4,745,866</u>	<u>109,060,648</u>	<u>4,051,461</u>	<u>14,915,400</u>	<u>156,685,444</u>	<u>150,037,750</u>
NET BOOK VALUE OF TANGIBLE CAPITAL ASSETS									
	<u>\$ 5,499,868</u>	<u>\$ 12,418,615</u>	<u>\$ 21,012,319</u>	<u>\$ 5,170,415</u>	<u>\$ 47,243,034</u>	<u>\$ 5,197,668</u>	<u>\$ 29,164,446</u>	<u>\$ 125,706,365</u>	<u>\$ 124,167,190</u>

The net book value of tangible capital assets not being amortized because they are under construction (or development or have been removed from service) is \$6,249,093 (2022 - \$2,636,254).

No contributed capital assets were recognized in the financial statements during the year.

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
 CONSOLIDATED SCHEDULE OF ACCUMULATED SURPLUS
 AS AT DECEMBER 31, 2023

Schedule 3

	2023	2022 (note 16)
SURPLUSES		
Invested in tangible capital assets		
Tangible capital assets at cost less amortization	\$ 125,706,365	\$ 124,167,190
Unexpended capital financing	2,059,011	3,666,955
Capital assets financed by long term debt and to be funded in future periods	<u>(245,310)</u>	<u>(477,009)</u>
	127,520,066	127,357,136
Investment in Wellington North Power Inc.	6,931,082	6,471,130
Recreation, community centres and arenas	(5,907)	(183)
Business improvement areas	(134,652)	(122,931)
Other	<u>40,243</u>	<u>20,872</u>
	<u>134,350,832</u>	<u>133,726,024</u>
RESERVE FUNDS		
Capital purposes	<u>20,624,070</u>	<u>15,591,047</u>
RESERVES		
Working funds	1,363,485	1,500,000
Current purposes	1,073,431	642,431
Capital purposes	<u>568,767</u>	<u>212,640</u>
	<u>3,005,683</u>	<u>2,355,071</u>
	<u>\$ 157,980,585</u>	<u>\$ 151,672,142</u>

INDEPENDENT AUDITOR'S REPORT

To the Members of Council, Inhabitants and Ratepayers of: The Corporation of the Township of Wellington North

Opinion

We have audited the accompanying financial statements of The Corporation of the Township of Wellington North trust funds, which comprise the statement of financial position as at December 31, 2023 and the statement of continuity for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, these financial statements present fairly, in all material respects, the financial position of The Corporation of the Township of Wellington North trust funds as at December 31, 2023 and the results of their operations for the year then ended in accordance with Canadian public sector accounting standards.

Basis of Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are independent of The Corporation of the Township of Wellington North in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Responsibilities of Management and Those Charged with Governance for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with Canadian public sector accounting standards and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the trust funds' ability to continue as a going concern, disclosing, as applicable, matters related to a going concern and using the going concern basis of accounting unless management either intends to liquidate the trust funds or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the trust funds' financial reporting process.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements, as a whole, are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgement and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the trust funds' internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the trust funds' ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the trust funds to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

Guelph, Ontario
September 23, 2024

Chartered Professional Accountants
Licensed Public Accountants

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH - TRUST FUNDS
 STATEMENTS OF FINANCIAL POSITION AND CONTINUITY
 AS AT DECEMBER 31, 2023

	Subdividers	Cemetery Care and Maintenance	History Books	2023	2022
STATEMENT OF FINANCIAL POSITION					
Assets					
Cash	\$ 0	\$ 135	\$ 0	\$ 135	\$ 128
Investments (note 2)	<u>2,734</u>	<u>406,891</u>	<u>9,126</u>	<u>418,751</u>	<u>389,388</u>
	<u>\$ 2,734</u>	<u>\$ 407,026</u>	<u>\$ 9,126</u>	<u>\$ 418,886</u>	<u>\$ 389,516</u>
Liabilities					
Due to Township	\$ 0	\$ 9,811	\$ 0	\$ 9,811	\$ 5,233
Prepaid plots	<u>0</u>	<u>750</u>	<u>0</u>	<u>750</u>	<u>750</u>
	<u>0</u>	<u>10,561</u>	<u>0</u>	<u>10,561</u>	<u>5,983</u>
Fund balance	<u>2,734</u>	<u>396,465</u>	<u>9,126</u>	<u>408,325</u>	<u>383,533</u>
	<u>\$ 2,734</u>	<u>\$ 407,026</u>	<u>\$ 9,126</u>	<u>\$ 418,886</u>	<u>\$ 389,516</u>
STATEMENT OF CONTINUITY					
Fund balance, beginning of year	<u>\$ 2,607</u>	<u>\$ 372,222</u>	<u>\$ 8,704</u>	<u>\$ 383,533</u>	<u>\$ 370,841</u>
Receipts					
Interest earned	\$ 127	\$ 18,054	\$ 422	\$ 18,603	\$ 11,463
Gain on disposal of investments	0	12,903	0	12,903	0
Share of plot sales	0	9,190	0	9,190	9,903
Monument fees	<u>0</u>	<u>2,150</u>	<u>0</u>	<u>2,150</u>	<u>2,450</u>
	<u>127</u>	<u>42,297</u>	<u>422</u>	<u>42,846</u>	<u>23,816</u>
Disbursements					
Transfer to municipality	<u>0</u>	<u>18,054</u>	<u>0</u>	<u>18,054</u>	<u>11,124</u>
Fund balance, end of year	<u>\$ 2,734</u>	<u>\$ 396,465</u>	<u>\$ 9,126</u>	<u>\$ 408,325</u>	<u>\$ 383,533</u>

See notes to the financial statements

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH - TRUST FUNDS
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2023

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of the trust funds of The Corporation of the Township of North Wellington are the representation of management prepared in accordance with accounting policies prescribed for Ontario municipalities by the Ministry of Municipal Affairs and Housing and Canadian public sector accounting standards. Since precise determination of many assets and liabilities is dependent upon future events, the preparation of periodic financial statements necessarily involves the use of estimates and approximations. These have been made using careful judgments.

(a) **BASIS OF ACCOUNTING**

- (i) Sources of financing and expenditures are reported on the accrual basis of accounting.
- (ii) The accrual basis of accounting recognizes revenues as they become available and measurable. Expenditures are recognized as they are incurred and measurable as a result of receipt of goods or services and the creation of a legal obligation to pay.

2. INVESTMENTS

Total investments of \$418,751 (2022 - \$389,388) reported on the statement of financial position at cost have a market value of \$358,312 (2022 - \$333,958).

DRAFT

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
MINUTES OF REGULAR COUNCIL MEETING – SEPTEMBER 9, 2024
CLOSED SESSION PRIOR TO OPEN SESSION
MUNICIPAL OFFICE COUNCIL CHAMBERS, KENILWORTH
HYBRID MEETING - IN PERSON AND VIA WEB CONFERENCING
[September 9, 2024, Township of Wellington North Council meeting \(youtube.com\)](https://www.youtube.com/watch?v=...)**

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

Staff Present:

Chief Administrative Officer:	Brooke Lambert
Director of Legislative Services/Clerk:	Karren Wallace
Deputy Clerk:	Catherine Conrad
Executive Assistant to the CAO:	Tasha Grafos
Director of Finance:	Jeremiah Idialu
Deputy Treasurer:	Laura Rooney
Human Resources Manager:	Amy Tollefson
Chief Building Official:	Darren Jones
Senior Project Manager:	Tammy Stevenson
Manager Environment and Development Services:	Corey Schmidt
Manager Community & Economic Development:	Mandy Jones
Economic Development Officer:	Robyn Mulder
Community Development Coordinator:	Mike Wilson
Director of Fire Services:	Chris Harrow
Manager of Development Planning:	Curtis Marshall
Senior Planner:	Jessica Rahim

CALLING TO ORDER

Mayor Lennox called the meeting to order.

ADOPTION OF THE AGENDA

RESOLUTION: 2024-279

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT the Agenda and the Supplementary Agenda for the September 9, 2024 Regular Meeting of Council be accepted and passed.

CARRIED

DISCLOSURE OF PECUNIARY INTEREST

Councillor Burke disclosed and indirect pecuniary interest with the following:

ITEMS FOR CONSIDERATION

2. PLANNING

- b. Planning Report prepared by Jessica Rahim, Senior Planner, dated August 30, 2024, regarding Marlanna Homes Inc., 500 -502, 532 – 546 Newfoundland

Street, Township of Wellington North (Mount Forest), Part Lot Control
Exemption Application (ZBA 13/24);

BY-LAWS

- c. By-law Number 078-2024 being a by-law to exempt from Part Lot Control, Marlana Homes Inc.

for the following reason:

My employer prepared appendices and has done work related to that parcel of land.

CLOSED MEETING SESSION

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

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

(d) labour relations or employee negotiations;

RESOLUTION: 2024-280

Moved: Councillor Renken

Seconded: Councillor Hern

THAT the Council of the Corporation of the Township of Wellington North go into a meeting at 1:31 p.m. that is closed to the public under subsection 239 (2) of the Municipal Act, 2001, specifically:

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

(d) labour relations or employee negotiations;

CARRIED

1. REPORTS

- Report HR 2024-002 union negotiation update September 2024
- Report INF 2024-014 being a report on the request to purchase a closed road allowance

2. REVIEW OF CLOSED SESSION MINUTES

- August 12, 2024

3. RISE AND REPORT FROM CLOSED MEETING SESSION

RESOLUTION: 2024-281

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North rise from a closed meeting session at 2:08 p.m.

CARRIED

RESOLUTION: 2024-282

Moved: Councillor Hern

Seconded: Councillor Renken

THAT the Council of the Corporation of the Township of Wellington North receive Report HR 2024-002 union negotiations update September 2024;

AND THAT Council approve the confidential direction to staff.

CARRIED

RESOLUTION: 2024-283

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North receive Report INF 2024-014 being a report on the request to purchase a closed road allowance;

AND THAT Council approve the confidential direction to staff.

CARRIED

RESOLUTION: 2024-284

Moved: Councillor Renken

Seconded: Councillor Hern

THAT the Council of the Corporation of the Township of Wellington North approve the Closed Meeting Minutes of the August 12, 2024 Council Meeting.

CARRIED

O'CANADA

PRESENTATIONS

1. Jamie Cooke, Watson & Associates Economists Ltd.

- Growth Management Action Plan – Draft Report
- Report C&ED 2024-039 Growth Management Action Plan

Mr. Cooke presented the Growth Management Action Plan Draft Report to Council.

Key Objectives of the Growth Management Action Plan include:

- Developing a long-term vision for growth and development to guide local decision-making.
- Describing the type of growth the community wants and where it should occur.
- Implementing the County's growth forecasts and policy directions through a local lens.
- Preparing a high-level assessment of growth impacts from a services/infrastructure perspective.
- Suggesting areas for further review and study.

RESOLUTION: 2024-285

Moved: Councillor Hern

Seconded: Councillor Renken

THAT the Council of the Corporation of the Township of Wellington North receive the Growth Management Action Plan – Draft Report presented by Jamie Cooke, Watson & Associates Economists Ltd.

CARRIED

RESOLUTION: 2024-286

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North receive Report C&ED 2024-039;

AND THAT the Council of the Township of Wellington North adopt the Growth Management Action Plan.

CARRIED

2. Moya Taylor, EIT, Asset Management Advisor, PSD Citywide Inc.

- Township of Wellington North 2024 Asset Management Plan presentation
- Township of Wellington North 2024 Asset Management Plan

Ms. Taylor presented the 2024 Asset Management Plan. Her presentation outlined:

- The need to organize infrastructure assets, understand what services we provide, and ensure accountability to residents and stakeholders for the services they use.
- What Asset Management involves
- Ontario Regulation 588/17 Compliance
- Updating, reviewing and public posting of Asset Management Plans
- Current state of municipal infrastructure
- What process improvements can increase confidence in analysis and decision making
- The Township's financial capacity to meet long-term capital requirements
- Mitigation of risks associated with asset failure
- Identifying the most economic intervention
- Accurate prediction of future expenditure requirements
- Recommendations and next steps

RESOLUTION: 2024-287

Moved: Councillor McCabe

Seconded: Councillor Renken

THAT the Council of the Corporation of the Township of Wellington North receive the 2024 Asset Management Plan;

AND FURTHER THAT Council endorse the Asset Management Plan as presented by PSD Citywide Inc.

CARRIED

RECESS TO MOVE INTO MEETINGS UNDER THE PLANNING ACT

RESOLUTION: 2024-288

Moved: Councillor Hern

Seconded: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North recess the September 9, 2024 Regular Meeting of Council at 2:51 p.m. for the purpose of holding meetings under the Planning Act.

CARRIED

COMMITTEE OF ADJUSTMENT

- Eli Bauman (7649 Sideroad 3 E), A07/24

PUBLIC MEETING

- 5053745 Ontario Inc (461 Wellington St E), Zoning By-law Amendment 14/24
- Peter & Elaine Ballinger (8384 Line 4), Zoning By-law Amendment 17/24

RESUME REGULAR MEETING OF COUNCIL

RESOLUTION: 2024-289

Moved: Councillor Hern

Seconded: Councillor Renken

THAT the Council of the Corporation of the Township of Wellington North resume the September 9, 2024 Regular Meeting of Council at 4:05 p.m.

CARRIED

PASSAGE OF BY-LAWS ARISING FROM PUBLIC MEETING

- a. By-law Number 080-2024 being a by-law to amend By-law 66-01, being a Zoning By-law for the Township of Wellington North. (Concession 5, S Part Lot 9 with a civic address of 8384 Line 4, Peter and Elaine Ballinger)

RESOLUTION: 2024-290

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT By-law Number 080-2024 being a by-law to amend By-law 66-01, being a Zoning By-law for the Township of Wellington North be read and passed. (Concession 5, S Part Lot 9 with a civic address of 8384 Line 4, Peter and Elaine Ballinger)

CARRIED

DEPUTATIONS

- a. Susan Zuccherro, Director of Development, Tribute Communities
 - Zoning By-law Amendment 10/24, 510 Eliza Street (Arthur), Township of Wellington North

Ms. Zuccherro appeared before Council to express Tribute Communities' objection to Zoning By-law Amendment (ZBA) 10/24 which seeks to permit a ready-mix concrete plant at 510 Eliza Street, which is directly adjacent to their lands.

Concerns outlined by Ms. Zuccherro regarding the Zoning By-law Amendment application included:

- Lacks critical information about land use compatibility;
 - Has not provided adequate assurance that potential negative impacts will not be experienced by neighbouring properties and the surrounding community; and
 - Fails to consider how the proposed plant will impact Arthur's ability to grow northward in the years to come.
- b. Lucas Arnold, North Arthur Developments Inc.
 - 510 Eliza Street Rezoning Application 10/24

Marcus Gagliardi, Cachet Homes, appeared before Council to express concerns about the 510 Eliza Street Rezoning Application 10/24. Cachet Homes owns the property to the immediate west and south of the property. Mr. Gagliardi asked that Council defer the application and requested a land use study be completed and determine mitigation recommendations.

He spoke regarding the requirement for applicants to assess compatibility as part of their rezoning application in accordance with the D-6 Guidelines and not just as part of the Provincial approval process.

QUESTIONS ON AGENDA ITEMS (REGISTRATION REQUIRED)

No questions on agenda items were registered.

ADOPTION OF MINUTES OF COUNCIL AND PUBLIC MEETING

1. Regular Meeting of Council, August 26, 2024

RESOLUTION: 2024-291

Moved: Councillor Renken

Seconded: Councillor Hern

THAT the minutes of the Regular Meeting of Council held on August 26, 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, 3a, 3b, 4a, 6d

ADOPTION OF ALL ITEMS NOT REQUIRING SEPARATE DISCUSSION

RESOLUTION: 2024-292

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT all items listed under Items For Consideration on the September 9, 2024 Council agenda, with the exception of those items identified for separate discussion, be approved and the recommendations therein be adopted:

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Arthur Business Improvement Association Meeting held on August 21, 2024.

THAT the Council of the Corporation of the Township of Wellington North receive the Grand River Conservation Authority Summary of the General Membership Meeting held on August 23, 2024.

THAT the Council of the Corporation of the Township of Wellington North receive Report C&ED 2024-038 Community Improvement Plan;

AND THAT Council approve a Façade Improvement Loan and Grant and a Building Conversion and Improvement Grant in the amount of \$7,500.00 to Be Sure Financial, 149 George Street, Arthur.

THAT the Council of the Corporation of the Township of Wellington North receive Report C&ED 2024-041 being a report on the 2025 Rates and Fees Amendment; AND THAT Council approves the rates as amended.

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

THAT the Council of the Corporation of the Township of Wellington North receive Report ENV 2024-002 being a report to set the 2025 water and wastewater fees and charges;

AND THAT Council authorize a 1.5% increase to water and wastewater rates for the year 2025 consistent with the recommendations from the 2020 Water and Wastewater Rate Study prepared by DFA Infrastructure International Inc. dated November 13, 2020;

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

THAT the Council of the Corporation of the Township of Wellington North receive Report CLK 022-2024 Dog licensing fees;

AND THAT Council authorize an increase in the price of dog tags to \$25.00, effective January 1, 2025;

AND FURTHER THAT the Mayor and Clerk be authorized to sign the by-law to enter into a pet licensing agreement with Docupet for a period of five years.

THAT the Council of the Corporation of the Township of Wellington North receive Report CLK 2024-023 Request for Abandonment for Borges Drain 'C' from Station C9+91 to C0+00 Lot 21 Concession 6, Township of Wellington North; and

THAT Council approve the request for abandonment of a portion of the Borges Drain Branch 'C' from station C9+91 to C0+00 in Lot 21 Concession 6 in the Township of Wellington North;

AND FURTHER THAT the Mayor and Clerk are authorized to sign the by-law to abandon the drainage works.

THAT the Council of the Corporation of the Township of Wellington North receive Report CLK 024-2024 being a report on Arthur Drain 6 awarding of tender.

AND THAT the Council of the Township of Wellington North award Tender RFT 2024-013 to Marquardt Farm Drainage Ltd. at a cost of \$206,142.00.

AND FURTHER THAT Council authorize the Clerk or their designate to sign any necessary agreements with the successful bidders to execute this project.

THAT the Council of the Corporation of the Township of Wellington North receive correspondence dated August 27, 2024 from Ed McGugan, Chair, Maitland Valley Conservation Authority regarding MVCA 2024-2026 Draft Watershed Strategy.

THAT the Council of the Corporation of the Township of Wellington North receive correspondence from Chris White, Chair, Grand River Conservation Authority dated August 23, 2024 regarding Grand River Conservation Authority's Conservation Areas Strategy – Consultation Period.

THAT the Council of the Corporation of the Township of Wellington North receive correspondence from John M. Alati, Davies Howe Land Development Advocacy & Litigation, dated September 3, 2024, regarding written submission of North Arthur Developments Inc. (Cachet), Application No. ZBA 10/24, Clark Brothers Contracting Ltd., 510 Eliza Street, Wellington North

CARRIED

CONSIDERATION OF ITEMS FOR SEPARATE DISCUSSION AND ADOPTION

RESOLUTION: 2024-293

Moved: Councillor Hern

Seconded: Councillor Renken

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Joint Fire Services Oversight Committee meeting held on August 14, 2024.

CARRIED

RESOLUTION: 2024-294

Moved: Councillor McCabe

Seconded: Councillor Burke

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 30th, 2024, regarding Recommendation Report - Zoning By-law Amendment (ZBA10-24), Clark Brothers Contracting c/o Steve Clark (Teeswater Concrete), PT Park Lots; 1 and 2 S Macaulay St., 510 Eliza St, Arthur, Township of Wellington North;

AND THAT in accordance with Section 34(17) of the Planning Act, no further notice is determined to be necessary;

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

CARRIED

Councillor Burke left the meeting by turning her camera off and did not participate in discussion as she had declared a pecuniary interest.

RESOLUTION: 2024-295

Moved: Councillor McCabe

Seconded: Councillor Hern

THAT the Council of the Corporation of the Township of Wellington North receive the Planning Report prepared by Jessica Rahim, Senior Planner, dated August 30, 2024, regarding Marlanna Homes Inc., 500 -502, 532 – 546 Newfoundland Street, Township of Wellington North (Mount Forest), Part Lot Control Exemption Application (ZBA 13/24).

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

CARRIED

Councillor Burke returned to the meeting.

RESOLUTION: 2024-296

Moved: Councillor McCabe

Seconded: Councillor Renken

THAT the Council of the Corporation of the Township of Wellington North receive for information Report C&ED 2024-040 being a report on the 2024 Mayor's Charity Bonspiel.

CARRIED

RESOLUTION: 2024-297

Moved: Councillor Renken

Seconded: Councillor Hern

THAT the Council of the Corporation of the Township of Wellington North receive Report TR2024-007 being a report on 2025 fees and charges by-law updates (various services);

AND THAT Council direct staff to proceed with the updates to reflect the changes outlined herein for the 2025 calendar year;

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

CARRIED

RESOLUTION: 2024-298

Moved: Councillor McCabe

Seconded: Councillor Hern

THAT the Council of the Corporation of the Township of Wellington North receive Report CLK 023-2024 Heritage Trust Provincial Plaque for Margarete Rae Morrison;

AND THAT Council approve \$11,000.00 in the 2025 budget for this project.

CARRIED

NOTICE OF MOTION

No notice of motion tabled

COMMUNITY GROUP MEETING PROGRAM REPORT

Councillor McCabe (Ward 4):

- Saugeen Valley Conservation Authority has hired Erik Downing as the new General Manager.
- There is a ROMA meeting next week

BY-LAWS

- a. By-law Number 076-2024 being a by-law to repeal By-law 026-2004 being a by-law to set fees and charges for various services in the Corporation of the Township of Wellington North
- b. By-law Number 077-2024 being a by-law to abandon a portion of the Borges Drain C 7402 Sideroad 8W, Lot 21 Concession 6 in the Township of Arthur, now the Township of Wellington North
- c. By-law Number 078-2024 being a by-law to exempt from Part Lot Control, Marlana Homes Inc.

- d. By-law Number 079-2024 being a by-law to amend By-law 66-01, being a Zoning By-law for the Township of Wellington North. (Plan Crown Svy Part Park Lots 1 and 2, S Macaulay St, RP;61R20566, Part 1 with a civic address of 510 Eliza St, Arthur, Wellington North)

Councillor Burke left the meeting by turning her camera off and did not participate in discussion as she had declared a pecuniary interest.

RESOLUTION: 2024-299

Moved: Councillor Hern

Seconded: Councillor McCabe

THAT By-law Number, 078-2024 be read and passed.

CARRIED

Councillor Burke returned to the meeting.

RESOLUTION: 2024-300

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT By-law Number 076-2024, 077-2024, and 079-2024 be read and passed.

CARRIED

CULTURAL MOMENT

- Celebrating Saturday nights on Main Street in Mount Forest

CONFIRMING BY-LAW

RESOLUTION: 2024-301

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT By-law Number 081-2024 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 September 9, 2024 be read and passed.

CARRIED

ADJOURNMENT

RESOLUTION: 2024-302

Moved: Councillor Hern

Seconded: Councillor Renken

THAT the Regular Council meeting of September 9, 2024 be adjourned at 4:42 p.m.

CARRIED

MAYOR

CLERK


WELLINGTON FEDERATION OF AGRICULTURE
Barclay Nap

President

4402 Concession 11, Moffat, ON

L0P 1J0

519-223-1287

napbarclay@gmail.com

www.wfofa.on.ca
Katherine Noble

Administrator

131 Maitland St, Harriston ON

N0G 1Z0

519-323-7294

wellington-fed-ag@outlook.com

September 5, 2024

Karren Wallace

Clerk

Township Wellington North

 Email: kwallace@wellington-north.com

 Cc: Jessica Rahim - - jessicara@wellington.ca, Deborah Turchet - - debt@wellington.ca
Re: Zoning By-Law – ZBA 17/24 - Ballinger

Wellington County is the hub of agricultural innovation, research, and leadership in the province. Protecting and preserving Ontario's agricultural land for the purpose of growing, harvesting, and producing food is the Wellington Federation of Agriculture's (WFA) priority. The WFA is the largest farm organization within the County of Wellington, with over 1500 members, and works in unison with the Ontario Federation of Agriculture (OFA).

The WFA is appreciative of its ability to comment on ZBA 17/24, 8384 Line 4 Arthur to sever a 1.6 ha surplus farm dwelling with sheds and existing dwelling from an overall parcel of 40.8 ha.

The WFA is in support of rezoning this land to Site Specific Agricultural (A-2) to prevent future residential development as this will help in preserving farmland. However, we would like to note that we would recommend for future that the Wellington County Land Division Committee consider limiting the size of surplus farm dwelling severances to the absolute minimum size necessary, 1 ha (2.47 acres), to allow necessary services.

Ontario loses 319 acres of farmland daily, so the discussion by the WFA board and ultimately providing a position around severances has been a difficult one as every acre truly counts when trying to minimize the impacts of farmland loss. We understand that the re-zoning is now necessary as the severance is completed but this application sets a precedent for future applications and comments from the Municipality on severances should be highly considered.

Recent global events have highlighted the importance of a domestic, reliable food system and security. Wellington County has some of the most fertile, productive land in Ontario, which is vital to ensuring sufficient land resources for food production, processing, and related agri-business.

Respectfully on behalf of the Board of Directors

Barclay Nap, WFA President

On behalf of the Wellington Federation of Agriculture Board of Directors

cc.WFA Board Members



KHAKH LAW

PROFESSIONAL CORPORATION

Anmol Khakh, B.A., LL.B.
Barrister, Solicitor & Notary

September 06 2024

Karren Wallace
Director of Legislative Services/ Clerk
7490 Sideroad 7 West
Kenilworth, ON
N0G 2E0

SENT VIA EMAIL

kwallace@wellington-north.com

RE: 510 Eliza Street, Arthur, Wellington North Zoning Amendment- Land Use Compatibility

Khakh Law Professional Corporation was retained by 2573299 Ontario Ltd., the registered owner of 504 Eliza Street, Arthur, ON, N0G 1A0 to address their considerable concern regarding a request for Zoning By-Law Amendment at 510 Eliza Street, to facilitate the construction of a ready-mix concrete plant.

My client's property is an existing residential property and residence, currently operating as a residence. The application materials submitted by Teeswater / Clark Brothers have not prepared a land use compatibility study to assess the impacts of a concrete batching plant on my client's property as well as propose any mitigation measures.

My client's lands are not zoned as Employment or Industrial but are zoned as Future Development and located within the existing urban boundary within a community growth area. They are also immediately adjacent to an existing RIC (low density zone) with frontages on two streets - Tucker and Eliza, so it is likely that in the future part or all my client's property would develop with additional residential uses. It is imperative that a land use compatibility study should assess potential future development and provide mitigation recommendations.

Furthermore, neither Teeswater nor Clark Brothers have taken the time to engage with my client through their process to date.

Lastly, it is my client's request and concern that a Zoning By-Law Amendment to allow for a ready-mix concrete plant should not be granted until a detailed Land Use Compatibility study has been completed to understand the potential impacts with respect to air quality, odour, noise, dust and vibration on the surrounding sensitive uses.

Please don't hesitate to contact us with any questions.

Sincerely,

Anmol Khakh
Barrister, Solicitor & Notary
c.c. client

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
PUBLIC MEETING MINUTES SEPTEMBER 9, 2024 AT 2:00 P.M.
HYBRID MEETING – IN PERSON AND VIA WEB CONFERENCING
[September 9, 2024, Township of Wellington North Public Meeting \(youtube.com\)](https://www.youtube.com/watch?v=...)**

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

Staff Present:

Chief Administrative Officer:	Brooke Lambert
Director of Legislative Services/Clerk:	Karren Wallace
Deputy Clerk:	Catherine Conrad
Executive Assistant to the CAO:	Tasha Grafos
Director of Finance:	Jeremiah Idialu
Deputy Treasurer:	Laura Rooney
Human Resources Manager:	Amy Tollefson
Chief Building Official:	Darren Jones
Senior Project Manager:	Tammy Stevenson
Manager Environment and Development Services:	Corey Schmidt
Manager Community & Economic Development:	Mandy Jones
Economic Development Officer:	Robyn Mulder
Community Development Coordinator:	Mike Wilson
Director of Fire Services:	Chris Harrow
Manager of Development Planning:	Curtis Marshall
Senior Planner:	Jessica Rahim

CALLING TO ORDER

Mayor Lennox called the meeting to order.

DISCLOSURE OF PECUNIARY INTEREST

No pecuniary interest disclosed.

OWNERS/APPLICANT

ZBA 14/24 5053745 Ontario Inc.

LOCATION OF THE SUBJECT LAND

The land subject to the proposed amendment is described as Part of Park Lot 3 S/S Birmingham St and currently has access from Wellington St E, Mount Forest, Township of Wellington North. The subject property is approximately 1.95 ha (4.83 ac) in size.

PURPOSE AND EFFECT OF THE APPLICATION

The purpose and effect of the proposed amendment is to rezone the subject lands from Future Development (FD) and Medium Density Residential (R2) to High Density Residential Site Specific (R3-X) Zone to facilitate the construction of an 88-unit stacked townhouse development. Site specific zoning is requested to provide relief

from the minimum lot area, lot frontage, rear yard setback, interior side yard setback, and distance between cluster townhouses, as well as the maximum number of attached units in a row. Additional relief may be considered at this meeting.

NOTICE

Notices were mailed to property owners within 120 meters of the subject property as well as the applicable agencies and posted on the subject property on August 16, 2024.

PRESENTATIONS

Jessica Rahim, Senior Planner, County of Wellington, Township of Wellington North

- Planning Report dated August 30, 2024

CORRESPONDENCE FOR COUNCIL'S REVIEW

Danielle Fisher, Source Protection Coordinator, Wellington Source Water Protection

- Memorandum dated August 20, 2024 (No Objections)

Harry Engel

- Letter dated August 23, 2024 (Objection)

Michael Oberle, Environmental Planning Coordinator, Saugeen Conservation

- Letter dated August 27, 2024 (No Objection)

REQUEST FOR NOTICE OF DECISION

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

MAYOR OPENS FLOOR FOR COMMENTS/QUESTIONS

Dana Kieffer, Cobide Engineering Inc., Agent for Applicant, explained that this is an innovative residential development that will provide a broader range of housing to accommodate different economic levels and stages of life. These are stacked townhouses and include a back-to-back stacked townhouse; which is hoped to sell in the high 200's. The developer will also be offering a \$15,000 off incentive for health care workers.

Marta Hoyles, 457 Wellington Street East, explained that her property backs immediately onto the subject land. Concerns raised included a very high density on Wellington Street between Church Street and London Road; increased traffic on Wellington Street; additional traffic flow entering and exiting the development, increased noise and light pollution; parking needs; safety; and the creation of a fish bowl effect on existing homes.

Harry Engel, 470 Wellington St. E., expressed concern with the number of houses that could be permitted in an R3 zone being 25 per acres vs 16 per acre in an R2 zone, and questioned if the intensification will be harmonious with existing home or create future issues and wondered what the development would look like in an R2 zone and the possibility of an entrance to the development off of Birmingham, possibly with a bridge. Mayor Lennox explained that the current zoning by-law

doesn't address cluster townhomes so a rezoning would be required in the R2 anyway.

Ken Feakins, 457 Wellington Street East, inquired about sidewalks and crosswalks, expressing safety concerns. Travis Burnside, applicant's engineer, stated the sidewalk will come out one side and there will be tactile plates in accordance with AODA requirements so there is a crossing to get onto the municipal sidewalk. There will not be a formal crosswalk but there will be a location to cross the street when it's safe.

COMMENTS/QUESTIONS FROM COUNCIL

Councillor Renken stated she is not in favour of the development and expressed concerns with changing the existing stability of the neighbourhood, traffic, density, only one entrance to the development and that she would be in favour of keeping the development at R2 zoning.

Dana Kieffer explained that a traffic study addressed one entrance, and it was felt that it was sufficient. She noted there is already medium density in the area, the property abuts townhouses and will be shielded from Wellington Street behind the townhouses. The rear yard setback to the Wellington Street houses is being met at 7.6m. She further noted if an apartment was being built instead of townhouses, no variance would be needed hile stacked townhouses have two units in the footprint that has one, which drives up the lot area requirements.

Councillor Burke expressed concerns with the proposed development requesting a third-party review of the traffic study. She would be in favour of leaving the zoning as R2 Medium Density and requested that the developer, planner and their staff come back with a proposal that suits the lot. She commented this does not support the community's vision in the neighbourhood, it doesn't follow some of the guidelines set out in the Growth Management Plan, and this area does not need more intensification. Ms. Rahim clarified that this is going from Future Development in an R2 to an R3. It's just the very front portion of the property that is R2 zoned and the large area behind is zoned Future Development and commented that the property's is a challenging shape with the narrow bottleneck and flaring out from there.

Councillor Hern commented that intensity creates affordability, stops sprawl and noted. the aging population is in direct competition with first time homebuyers. have single detached homes.

Councillor McCabe stated that amendments and variances are needed so these designations can be updated for historical by-laws, noting he likes the idea of incentives for health care workers, and having the ability to continue health care is huge.

Mayor Lennox questioned fencing and if the traffic study considered on pedestrian traffic and have pedestrian patterns been looked at; how many units would be allowed in an R2 density vs what is requested; how many parking spaced will there be; requested clarification on common amenities, outdoor amenities and green spaces; and where sidewalks. Mayor Lennox requested confirmation that it's future development in zoning, not the Official Plan.

Ms. Keifer responded that the municipality could potentially require fencing at site plan control. Generally pedestrian traffic is not considered in traffic studies. She noted there would be about ten less units in an R2 zone compared to what is being requested, the proposal meets the parking requirement with 134 spaces being provided for 88 units, it meets common amenities space requirements in the zoning bylaw. A walking track is proposed around the storm water management pond and there is a proposed trail connection to the newly enhance trail on Birmingham Street, a pavilion in the greenspace and a gym within that space for the residents.

Ms. Rahim confirmed that the Official Plan designation is already residential, and it is a greenfield area.

Mayor Lennox stated that while nothing has been implemented, Wellington Street East has been under review because of concerns raised, speed, navigating around parked vehicles, and visibility. Brooke Lambert, CAO, commented that Wellington Street East has been identified by the community and the Township is looking at our traffic calming and traffic management policy.

OWNERS/APPLICANT

ZBA 17/24 Peter & Elaine Ballinger

LOCATION OF THE SUBJECT LAND

The land subject to the proposed amendment is described as Concession 5 S Part Lot 9 with a civic address of 8384 Line 4. The subject property is approximately 40.8 ha (100.8 ac) in size.

PURPOSE AND EFFECT OF THE APPLICATION

The purpose and effect of the proposed amendment is to rezone a portion of the subject lands from Agricultural (A) Zone to Site Specific Agricultural (A-2) Zone. This application is seeking to rezone the retained agricultural portion of the property to prohibit any future residential development. This rezoning is a condition of severance application B38/24, that was granted provisional approval by the Wellington County Land Division Committee. The consent will sever a 1.6 ha (3.9 ac) rural residential parcel with an existing dwelling and sheds. A 39.2 ha (96.8 ac) vacant agricultural parcel will be retained. Additional relief may be considered at this meeting.

NOTICE

Notices were mailed to property owners within 120 meters of the subject property as well as the applicable agencies and posted on the subject property on August 15, 2024.

PRESENTATIONS

Jessica Rahim, Senior Planner, County of Wellington, Township of Wellington North

- Planning Report dated August 30, 2024

CORRESPONDENCE FOR COUNCIL'S REVIEW

Andrew Herreman, Resource Planning Technician, Grand River Conservation Authority

- Letter dated August 27, 2024 (No Objections)

Barclay Nap, President, Wellington Federation of Agriculture

- Letter dated September 5, 2024 (Supportive)

REQUEST FOR NOTICE OF DECISION

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

MAYOR OPENS FLOOR FOR COMMENTS/QUESTIONS

Jeff Buisman, Van Harten Survey, Agent for the Applicant, was present to answer questions regarding the application. Mr. Buisman explained that the 3.9-acre size of the severed parcel is due to where the buildings and well are located and a desire to keep the garden area.

COMMENTS/QUESTIONS FROM COUNCIL

Councillor Hern expressed her concern about the size of the severed lot. She commented that we have asked people in town to have smaller lots and the same should be expected in rural areas. Councillor Hern was supportive of the rezoning; but not the size of the severed lot.

Councillor Burke echoed Councillor Hern's concerns and commented that the garden could have been moved to allow for a smaller lot size.

ADJOURNMENT

RESOLUTION: PM-2024-008

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT the Public meeting of September 9, 2024, be adjourned at 4:05 p.m.

CARRIED

MAYOR

CLERK



MOUNT FOREST BUSINESS IMPROVEMENT

ASSOCIATION MEETING MINUTES September 10th, 2024 @ 8:00 AM

Meeting Room Mount Forest Arena

CALLING TO ORDER – Andrew Coburn; Chair Mount Forest BIA

PRESENT ATTENDEES

Members: Kailyn Cudney, Rachel Whetham, Andrew Coburn, Kyle Dallaire, Maggie Schram, Jessica McFarlane, Bill Nelson, Amanda Boylan

Staff:

Community Members:

ABSENT ATTENDEES

Robyn Mulder, Sherry Burke, Allison Litt, Dwight Benson

WELCOME AND INTRODUCTIONS

Andrew

REVIEW AND ADOPTION OF THE AGENDA

Andrew

Bill motions to adopt the agenda, seconded by Kyle, carried.

ITEMS FOR DISCUSSION

1. Township of Wellington North Banners

Andrew

- Recapping the banner discussion from August meeting

2. Snowflakes/Gold Bikes**Dwight/Kyle**

- they are ready to be picked up and paid for at same time, working on the pick up time - cheques are made and will be ready
- Keep 5 bikes, remove the rest

3. Light Bulbs**Dwight**

- getting a price to retrofit the existing fixtures for the new led, so I have a complete package of pricing

4. Reimagined Laneway - Pizza Hut**Jessica/Bill**

- Laneway was created at the same time as the TD back parking lot and is attached to the same survey as the parking lot, the parking lot belongs to the township so we need to confirm on the survey if the laneway also belongs to the township or someone else

5. Economic Development Updates**Kailyn**

- Kailyn read over the economic development document that Robyn sent her, will be sending the document through with the minutes to BIA crew

NEW BUSINESS**1. NEXT MEETING**

October 8th 2024 in the Lower Leisure Room @ Mount Forest Arena

ADJOURNMENT

Meeting adjourned by Andrew.

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
MOUNT FOREST AQUATICS AD-HOC ADVISORY COMMITTEE MINUTES
TUESDAY, SEPTEMBER 10, 2024 @ 7:00 P.M.
MEETING ROOM, MOUNT FOREST AND DISTRICT SPORTS COMPLEX**

Committee Members Present:

- Sherry Burke, Councillor, Chairperson
- Laurie Doney, Member
- Vern Job, Lions Club
- Al Leach, Lions Club
- Penny Renken, Councillor, Member
- Jessica McFarlane, Member
- Ray Tout, Member (arrived at 7:23 p.m.)

Staff in Attendance:

- Mandy Jones, Manager of Community and Economic Development
- Mike Wilson, Community Development Coordinator

Regrets:

- None

Call to Order
Chair Burke called the meeting to order at 7:05 p.m.
Adoption of Agenda
Moved by Member Leach Seconded by Member Job THAT the agenda for the September 10, 2024, Township of Wellington North Mount Forest Aquatics Ad-Hoc Advisory Committee meeting be accepted and passed. CARRIED
Declaration of Pecuniary Interest
None declared.
Minutes of Previous Meeting – April 23, 2024 (approved by Council on May 6, 2024)
Moved by Member McFarlane Seconded by Member Doney THAT the Mount Forest Aquatics Ad-Hoc Advisory Committee receive for information the Minutes from the April 23, 2024, committee meeting. CARRIED
Closed Session
Moved by Member McFarlane Seconded by Member Leach

THAT the Mount Forest Aquatics Ad-Hoc Advisory Committee go into a meeting at 7:10 p.m. that is closed to the public under subsection 239 (2) of the Municipal Act, 2001, specifically:

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

CARRIED

Member McFarlane left at 7:23 p.m. Member Tout arrived at 7:23 p.m.

Rise and Report from Closed Meeting Session

Moved by Member Leach
Seconded by Member Tout

THAT the Mount Forest Aquatics Ad-Hoc Advisory Committee rise from a closed meeting session at 7:36 p.m.

AND THAT the Committee approve the confidential direction to staff.

CARRIED

Corporate Donor Update

Moved by Member Job
Seconded by Member Doney

THAT the Mount Forest Aquatics Ad-Hoc Advisory Committee receive for information the verbal update on presentations made to local organizations since the last committee meeting.

CARRIED

Members Leach and Tout updated the Committee on the four presentations delivered to local groups, including the Mount Forest Lions Club, the Mount Forest Legion executive, the Egremont Optimist Club executive, and the Township of Southgate. Member Tout noted that the presentations were positively received by these groups. Both Tout and Leach anticipate making further presentations to the general memberships of the Legion and Optimist Club.

Flocking Holiday Home Tour

Moved by Member Leach
Seconded by Member Tout

THAT the Mount Forest Aquatics Ad-Hoc Advisory Committee receive for information the verbal update on the 2024 Flocking Holiday Home Tour.

CARRIED

In Member McFarlane's absence, Chair Burke provided the committee with an update. There is strong community interest in participating in this year's Flocking Holiday Home Tour. To make the tour viable, a total of five homes are needed. While Member McFarlane has already confirmed some homes, she is aiming to still secure one or two more this week. Chair Burke encouraged the Committee to contact potential participants who might be interested in including their homes on the tour. The proposed dates for the tour are either Friday, November 22, or Saturday, November 23.

Business Arising

CDC Wilson reported that the Mount Forest Aquatics Ad-Hoc Advisory Committee's X/Twitter account was reactivated by Member McFarlane on April 24. The handle is @mountforestpool.

An update was provided relating to having the Mount Forest Outdoor Pool named as a beneficiary at the England Funeral Home. Member Tout reported he has been in contact with the owners, and they are willing to support the project. Member Tout suggested a meeting be arranged with England Funeral Home, to work out the logistics.

Financial Update

Moved by Member Job
Seconded by Member Doney

THAT the Mount Forest Aquatics Ad-Hoc Advisory Committee receive for information the verbal financial update.

CARRIED

Member Tout requested the financial statements be sent to him from the Township moving forward.

Other Business

Automatic Monthly Withdrawals

Chair Burke explained that the Township's finance department is supportive of providing monthly automatic payment donations. The process will be further discussed by staff and an update will be provided at the next committee meeting.

Swag Update

Chair Burke noted that the swag inventory is running low, and asked for the Committee's support in replenishing stock heading into the fall. The Committee was supportive.

Pathway Brick Program

A discussion was held about when to launch the Pathway Brick program. It was decided to hold off on launching the program at this time. Staff will bring more information about costs to the next meeting.

Demolition of the Lion Roy Grant Pool RFT – Public Opening

Manager C&ED Jones informed the Committee that the Public Tender Opening for the demolition of the Lion Roy Grant Pool is scheduled for Wednesday, September 11 at 11:30am at the Kenilworth Municipal Office.

Community Sport and Recreation Infrastructure Fund

Manager C&ED Jones and CDC Wilson provided an update on the Community Sport and Recreation Infrastructure Fund (CSRIF). Premier Doug Ford announced the opening of applications for this fund at the Association of Municipalities of Ontario (AMO) Conference in Ottawa on Monday, August 19. The Township plans to apply for Stream 2 of this grant to support the new Mount Forest Outdoor Pool project. They are collaborating with the

Senior Management Team to ensure the application includes comprehensive project details.

CDC Wilson mentioned that shortly after the CSRIF announcement, CAO Brooke Lambert, Mayor Andy Lennox, and Member Renken, along with two representatives from Parks and Recreation Ontario (PRO), met with Minister of Tourism, Culture and Sport Neil Lumsden to discuss the project. The discussion was well received. Manager C&ED Jones informed the Committee that PRO has offered to assist with the Township's application, and Staff will be accepting this support.

Next Meeting Date

The next Committee meeting has been scheduled for Tuesday, October 8 at 7:00 p.m. in the Meeting Room of the Mount Forest and District Sports Complex.

Adjournment

Moved by Member Tout
Seconded by Member Leach

THAT the Township of Wellington North Mount Forest Aquatics Ad-Hoc Advisory Committee meeting of September 10, 2024, be adjourned at 8:17 p.m.

CARRIED

Safe Communities Wellington County Leadership Table Meeting

Wellington County Museum & Archives

9:30 a.m., June 19, 2024

In Attendance

Angelle Eybel, Co-Chair SCWC & Chair, Minto Safe Communities
Sara Bailey, Co-Chair SCWC, Puslinch Council
Earl Campbell, Wellington County Council
Karen Medeiros, Wellington County OPP
Gianni Accetola, Groves Hospital
Alexandra Fournier, Wellington Dufferin Guelph Public Health
Wendy Bieman, Guelph Wellington Paramedic Service
Barb Evoy, Fergus Educational Services
Sarra Beemer, Equity Lead, Upper Grand District School Board
Brittany Duncan, Township of Wellington North
Darren Hale, Upper Grand District School Board
Sarah Bowers-Peter, Crime Stoppers Guelph Wellington
Marlene Ottens, Mapleton Township
Lisa MacDonald, Centre Wellington
Jean Hopkins, Guelph Wellington Drug Strategy
Will Wycherley, Compass Community Services
Christine Veit, Safe Communities Wellington County

Regrets: Stephen Thomas, Helen Edwards, Kate Kobbbes, Luisa Artuso, Karen Armstrong, Blaine Burman, Cathy Sweeney

1. **Call to Order** – Angelle Eybel called the meeting to order at 9:36am.

Approval of Minutes – May 15, 2024 - It was Moved by Barb Evoy Seconded by Jean Hopkins that the minutes of the meeting held May 15, 2024 be approved. **CARRIED**

2. New Business

- a. Mount Forest Farmers Market – June 22, 2024
 - i. Looking forward to attending the market. Will be talking about general injury prevention to the public, as well as National Injury Prevention Day.
- b. Drug Poisoning Awareness Day – August 22 (MF) & August 29 (G)
 - i. Two events raising awareness. Mount Forest Event at Main Street & King Street from 12 to 1.
 - ii. New tshirts – funds will go towards building a memorial
 - iii. Speakers, a die-in and moment of silence, followed by pizza and music.

- c. **Safe Communities Day – Thursday, October 3, 2024**
 - i. Continuing to run it virtually , because it is more accessible and the reach is higher
 - ii. This year’s giveaway will be a bandana again, but in a different colour
 - iii. Utilizing the same videos from last year with exception of 1. A new video is being created for Falls Prevention through Wightman.
 - iv. We may change from 1 day to 2 days; using 1 block each day.
 - v. If any organizations would like to donate educational items let Christine know. The quantity would have to be 850.
 - vi. Just a reminder; it will be the same format as last year. Christine will show the video and then a member of the organization will be present online to answer questions from the students.

d. **Events and Campaigns at a glance 2024 (Place in your Calendar)**

- i. National Injury Prevention Day – July 5, 2024
- ii. Drowning – Life Jacket and PFD’s – Boating and Sailing – June/July Focus
- iii. Drug Poisoning Awareness Day – August 22 (MF) & 29 (G)
- iv. Safe Communities Day – Thursday, October 3, 2024
- v. National Teen Driver Safety Week (now Canadian Youth Road Safety Week) – October 20 2024 to October 26, 2024
- vi. Falls Prevention Month – November 2024
- vii. Festive Ride Campaign – November/December 2024

4. **Continuing Business**

- a. Fergus Lions Home & Leisure Show Recap
 - i. The Show was a lot busier with more vendors.
 - ii. Great selection of vendors, including vendors focussing on older adult needs, eg, push button locks
 - iii. Town Hall at the same time worked to drive more people into the show.
 - iv. We handed out 127 scavenger hunts and received 57 back. We will have to change it up for next year.

5. **Reports from Safe Communities Groups, Action Groups & Municipalities**

- i. **Mapleton Safe Communities Group**
 - 1. NIPD – July 5 we will be holding another ice cream event, but this year will be larger – Parachute Canada has

- reached out. Possibly the VP of Parachute will be in attendance
2. We will be handing out ice cream vouchers when families visit the Drayton Fire Hall. We will have information booths outside of the firehall.
- ii. Centre Wellington
 1. NIPD – Ice cream at Victoria Park Seniors Centre
 2. Slips and Falls with Seniors is a big issue with our aging population
 - iii. Minto Safe Communities Group
 1. Bike Rodeo July 13 in Clifford
 2. Fraud Awareness Night - October 8, 2024; partnering with Crime Stoppers and accepting donations to the Food Bank
 - iv. Mental Wellness Action Group
 1. Safe Communities Day; we will be putting together an activity for the students to do following the presentations. The kids will be putting together their very own mental wellness kit.
 - v. Accidental Poisonings
 1. Updated – talked about what we are doing during Drug Poisoning Awareness Day
 - vi. Compass
 1. National Hotline – 988 – Someone is connected to a person within 8 seconds – provided 988 resources to LT to put up in places of work.
 2. We have free single session therapy every Thursday
 - vii. Upper Grand District School Board (Darren and Sarrah)
 1. Active discussion on hate crimes as we are in pride month
 2. Issues continue in Wellington County and in Perth
 3. What can Safe Communities do? Following the County's lead
 4. Hate Crime Talk to talk about what constitutes a hate crime. People don't realize.
 - viii. Crime Stoppers Guelph Wellington
 1. 555 Presentation and Fraud Talks are available. Call to book and each presentation can be customized to audience

2. Project Aquatic at UGDSB and Wellington Catholic
3. OFA Lunch and Learn – Crimes on Farms
4. Shredding Events – MF September 14, 2024, Guelph
September 28
5. Centre Wellington Chamber does shredding event

ix. Wellington County OPP

1. Two constables are dedicated to Hate Crimes and Human Trafficking

6. Leadership Table Meeting Dates for 2024:

- September 18, 2024 @ 9:30 am - Wellington County Museum & Archives
- November 20, 2024 @ 9:30 am - Wellington County Museum & Archives

7. Thoughts from the floor

8. Adjournment (11:27am)

The Next Leadership Table meeting is scheduled for Wednesday, September 18, 2024 at 9:30 a.m at Wellington County Museum & Archives

** Action Groups and Executive Team meeting at 8:30 am **



TOWNSHIP OF WELLINGTON NORTH

TO: Mayor and Council

DATE: 2024-09-23

MEETING TYPE: Open

SUBMITTED BY: Darren Jones, Chief Building Official

REPORT #: CBO 2024-012

REPORT TITLE: Award of RFT 2024-011 Arthur Area Community Centre – Upper Hall Renovation

RECOMMENDED MOTION

THAT the Council of the Corporation of the Township of Wellington North receive Report CBO 2024-012 being a report on the award of the Arthur Area Community Centre – Upper Hall Renovation;

AND THAT Council allocate \$332,000 in the 2025 capital budget to fund the gap between the approved budget and the tender cost.

AND FURTHER THAT Council award RFT 2024-011 to Mega Group Construction at a cost of \$609,000.

AND FURTHER THAT Council authorize staff to sign any necessary agreements with Mega Group Construction.

PREVIOUS REPORTS/BY-LAWS/RESOLUTIONS

1. CBO 2023-14 Municipal Facility Update
2. OPS 2020-029 ICIP COVID-19 Stream

BACKGROUND

In 2019 B. M. Ross and Associates Ltd. in partnership with Allan Avis Architects Inc. (now JPM Architecture Inc.) provided a detailed overview of the Arthur Area Community Centre identifying a number of minor and major renovations required to upgrade and maintain the asset.

In 2020 the Township submitted an ICIP application through the cultural stream and later through the COVID-19 stream for the full list of renovations and upgrades to the Arthur Area Community Centre and was unsuccessful both times. This proposal included an expanded

lobby, hallways and changerooms, a complete refresh of the upper hall, full kitchen and storage room upgrades in the auditorium and mechanical, electrical and barrier free upgrades throughout the building.

Council has been working through the recommendations on a smaller scale, breaking up the large project into more achievable projects including ice making piping upgrades, roofing upgrades and a proposed upper hall renovation.

As part of the 2024 Capital Program, Council allocated \$389,000 to complete the upper hall renovation. Staff, working with JPM Architecture Inc. completed an estimate of probable construction cost and identified a potential budget over run. Based on this preliminary estimate the project was scaled back to be more in line with the approved budget in advance of the project going to tender.

RFT 2024-011 Arthur Area Community Centre – Upper Hall Renovation was issued July 24, 2024, included an optional site meeting August 1, 2024 and closed September 4, 2024. Work is scheduled to be completed by February 1, 2025.

Fourteen (14) general contractors submitted bids for the proposal. The Bid Summary and Recommendations are attached to this report.

Despite the revised scope of the project, the bids were higher than the anticipated costs of the project. Staff is now seeking approval of the additional funds as part of the 2025 Capital Budget. By identifying the required funding now it will allow the project timeline to continue as originally proposed.

ANALYSIS

It is important to invest in and maintain our community assets to ensure their longevity and continued functionality. Our Asset Management Plan has indicated that we are currently underspending on core assets, which can lead to a deterioration of key infrastructure over time. Proper asset management, including timely refurbishment and maintenance, prevents the accumulation of larger, more costly repairs in the future.

By prioritizing investment in the Arthur Area Community Centre, we ensure its long-term utility, support community activities, and reduce the risk of expensive emergency repairs.

CONSULTATION

JPM Architecture Inc.
Brooke Lambert, Chief Administrative Officer
Jerry Idialu, Director of Finance/Treasurer
Tammy Stevenson, Senior Project Manager
Tom Bowden, Manager of Recreation Services
Mandy Jones, Manager of Community and Economic Development

FINANCIAL CONSIDERATIONS

As part of the 2024 Capital Program, Council allocated \$389,000 for the Arthur Area Community Centre – Upper Hall Renovation. Based on the tenders received there is \$332,000 now required to complete the project. The financial breakdown for this project is as follows:

Mega Group Construction Bid	\$609,000
Design and tendering consultation	\$66,000
Professional services for construction	\$46,000
<hr/>	
TOTAL	\$721,000

ATTACHMENTS

1. Tender and Permit Set Floor Plan
2. Bid Summary Report and Recommendations dated September 10, 2024, prepared by JPM Architecture Inc.

STRATEGIC PLAN 2024

- 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



September 10, 2024

Project No. 2160.00

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

Att: Darren Jones, CBO

**Re: Bid Summary Report & Recommendations
Arthur Area Community Centre - Upper Hall Renovation
Project No. 2160, Contract No. RFT-2024-011**

Dear Mr. Jones

We have reviewed the bid documents, which were received by JPM Architecture Inc. on Wednesday, 04-September-2024.

The following is a summary of our evaluation of the bid submissions:

Form of Tender

Fourteen (14) General Contractors submitted bids for the proposed Upper Hall Renovation at Arthur Area Community Centre, located at 158 Domville Street, Arthur, Ontario. All Bids were signed, sealed and completed in compliance with the Bid Documents, except as noted in "Irregularities" below.

Addenda

There were five (5) Addenda issued during bidding. All bidders acknowledged that they had included the Addenda in their bids.

Bonds

All bidders submitted the required surety: Bid Bond in the amount of \$50,000.00 and Surety's Consent (Agreement to Bond) for Performance Bond for 50% of Contract Price and Labour and Materials Payment Bond for 50% of Contract Price.

Irregularities

1. * Devlan Construction Ltd. did not provide Section 6: Statement Re: Subcontractors.
2. * CRD Construction Ltd. provided "Clarifications to Bid", including:
 - reserving the right to review the approved Permit Drawings and revise their quote accordingly.
 - excluding the supply and install of any Washroom Accessories.
 - excluding the supply and install of range and dishwasher as noted on Appliance and Fixture Schedule on Drawing A3.0.

Base Bid Prices

The table below lists the submitted Base Bids. Prices submitted include a Contingency Allowance of \$70,000.00 and Cash Allowances in the amount of an \$55,000.00 but do not include HST.

	Base Bid	Ranking
Mega Group Construction	\$609,000.00	1
Nirvana Interior Inc.	\$634,209.58	2
1320376 Ontario Ltd. o/a Gen-Pro	\$638,000.00	3
* CRD Construction Ltd.	\$650,700.00	4
Devlan Construction	\$658,000.00	5
Con-Pro Industries Canada Ltd.	\$665,531.00	6
PM Contracting Ltd.	\$709,900.00	7
ONIT Construction Inc.	\$711,000.00	8
Stracor Inc.	\$776,765.00	9
Anacond Contracting Inc.	\$798,000.00	10
MJK Construction Inc.	\$799,584.00	11
Frey Brothers Limited o/a Frey Building Contractors	\$804,200.00	12
Sabcon Inc.	\$890,000.00	13
K&L Construction (Ontario) Ltd.	\$927,000.00	14

The 26-June-2024 Estimate of Probable Construction Cost estimated the work at \$481,937.50 plus HST.

The difference between the high and low bid is approximately 41%.

Schedule:

Construction may not commence until 16-September-2024.
 Construction shall be completed, in its entirety, on or before 01-February-2025.

Recommendations

1. It is our opinion that the Bid from Devlan Construction is noncompliant, due to the omission of Section 6, which formed part of the Bid Form.
2. It is our opinion that the Bid from CRD Construction Ltd. should not be considered as compliant, due to the "Clarifications to Bid", which excluded portions of the specified Work and stated that their Bid could be revised upon review on the Permit Documents.
3. It is our opinion that Mega Group Construction is the low compliant bid. We have not worked with Mega Group and cannot comment to their experience. It is our recommendation that Mega Group Construction be asked to complete a CCDC11 in order to evaluate their project experience and contact their references. Provided that the review of the CCDC11 is satisfactory, we would recommend that Mega Group Construction be awarded the Work for the Base Bid Price of \$609,000.00 plus HST.
4. We recommend the Owner retain the \$70,000.00 Contingency included in the Base Bid in the event of unforeseen conditions and any potential oversights.

We await your direction.

Yours truly



Jason Morgan
BAS, M Arch, OAA, MRAIC

S:\00 - Active Jobs\2160 Arthur Arena - Reception Hall Interior Renovations\#05 Bidding\JPM - Bid Analysis Letter - Draft.wpd



TOWNSHIP OF WELLINGTON NORTH

TO: Mayor and Council
 DATE: 2024-09-23
 MEETING TYPE: Open
 SUBMITTED BY: Darren Jones, Chief Building Official
 REPORT #: CBO 2024-013
 REPORT TITLE: Building Permit Review August 2024

RECOMMENDED MOTION

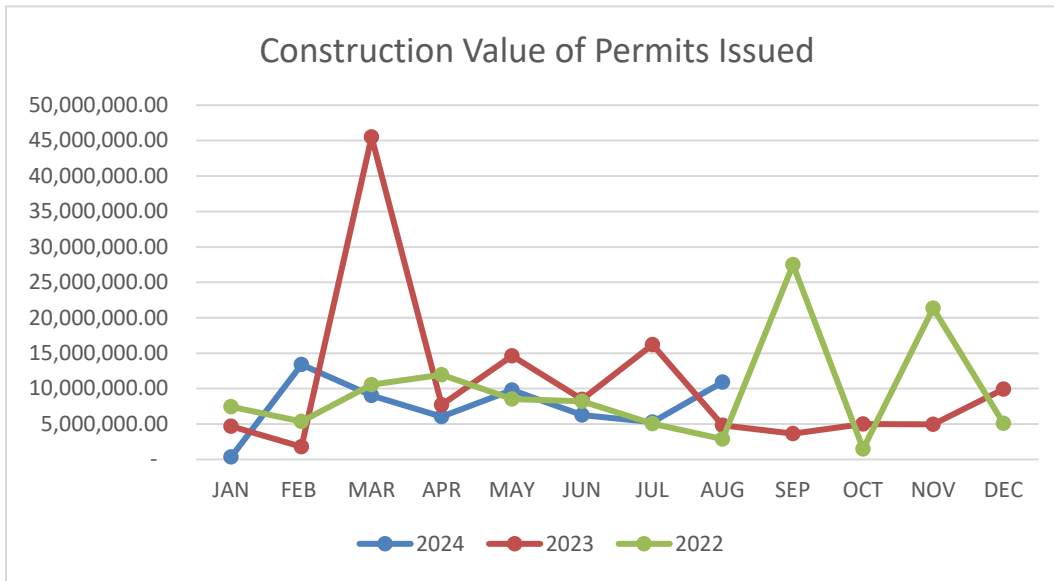
THAT the Council of the Corporation of the Township of Wellington North receive Report CBO 2024-013 being the Building Permit Review for the month of August 2024.

PREVIOUS REPORTS/BY-LAWS/RESOLUTIONS

- CBO 2024-011 being the Building Permit Review for the month of July 2024

BACKGROUND

PROJECT DESCRIPTION	PERMITS ISSUED	CONSTRUCTION VALUE	PERMIT FEES	RESIDENTIAL UNITS
Residential Building	12	8,246,500.00	50,720.00	33
Accessory Structures	4	96,000.00	3,222.17	0
Pool Enclosures	0	0.00	0.00	0
Assembly	0	0.00	0.00	0
Institutional	2	413,600.00	7,146.70	0
Commercial	1	500,000.00	1,926.37	0
Industrial	0	0.00	0.00	0
Agricultural	6	1,560,000.00	14,088.77	0
Sewage System	6	108,662.00	3,120.00	0
Demolition	1	9,000.00	130.00	0
Monthly Total	32	10,933,762.00	80,354.01	33
Total Year to Date	209	61,031,415.00	381,499.35	65
12 Month Average	23	7,044,801.25	45,151.79	8
10 Year Monthly Avg.	26	4,929,535.60	40,653.25	12
10 Year, Year to Date Avg.	199	44,541,925.60	327,344.33	62



CONSULTATION

None

FINANCIAL CONSIDERATIONS

None

ATTACHMENTS

None

STRATEGIC PLAN 2024

N/A Core-Service

Approved by: Brooke Lambert, Chief Administrative Officer

9/17/24

Township of Wellington North
VENDOR CHEQUE REGISTER REPORT
Payables Management

Cheque Number	Vendor Cheque Name	Cheque Date	Amount
EFT0007066	Abell Pest Control Inc	8/22/24	\$73.74
EFT0007067	A J Stone Company Ltd.	8/22/24	\$15,876.18
EFT0007068	Arthur ACE Hardware	8/22/24	\$161.82
EFT0007069	B M Ross and Associates	8/22/24	\$37,049.12
EFT0007070	Broadline Equipment Rental Ltd	8/22/24	\$340.08
EFT0007071		8/22/24	\$240.00
EFT0007072	CARQUEST Arthur Inc.	8/22/24	\$23.05
EFT0007073	Chung & Vander Doelen Engineer	8/22/24	\$1,456.01
EFT0007074	Cover-Ups Carpet & Flooring	8/22/24	\$1,747.65
EFT0007075	Cox Construction Limited Guelp	8/22/24	\$467,136.46
EFT0007076	County of Wellington	8/22/24	\$2,508.58
EFT0007077	Dewar Services	8/22/24	\$1,869.61
EFT0007078	Eric Cox Sanitation LTD.	8/22/24	\$1,109.11
EFT0007079	Eramosa Engineering Inc.	8/22/24	\$1,527.03
EFT0007080	Ideal Supply Inc.	8/22/24	\$38.41
EFT0007081	International Trade Specialist	8/22/24	\$394.05
EFT0007082	J J McLellan & Son	8/22/24	\$712.76
EFT0007083	Kurtis Smith Excavating Inc	8/22/24	\$86,886.13
EFT0007084		8/22/24	\$321.00
EFT0007085	Maple Lane Farm Service Inc.	8/22/24	\$28.48
EFT0007086		8/22/24	\$552.91
EFT0007087	Midwest Co-operative Services	8/22/24	\$104.74
EFT0007088	Ont Clean Water Agency	8/22/24	\$1,711.09
EFT0007089	Reeves Construction Ltd	8/22/24	\$154,086.04
EFT0007090	Risolv IT Solutions Ltd	8/22/24	\$2,484.87
EFT0007091	ROBERTS FARM EQUIPMENT	8/22/24	\$1,580.59
EFT0007092	Roubos Farm Service Ltd.	8/22/24	\$220,078.30
EFT0007093	Shred All Ltd.	8/22/24	\$220.35
EFT0007094	Stephen Hale	8/22/24	\$1,570.70
EFT0007095	Sterling Backcheck Canada Corp	8/22/24	\$31.47
EFT0007096	T&T Power Group	8/22/24	\$1,570.70
EFT0007097	Triton Engineering Services	8/22/24	\$2,315.75
EFT0007098	Viking Cives Ltd	8/22/24	\$2,675.48
EFT0007099	Wellington Advertiser	8/22/24	\$676.76
EFT0007100	Young's Home Hardware Bldg Cen	8/22/24	\$1,102.51
80678	Arthur Curling Club	8/23/24	\$565.00
80679	Eastlink	8/23/24	\$536.75

Cheque Number	Vendor Cheque Name	Cheque Date	Amount
80680		8/23/24	\$250.00
80681		8/23/24	\$250.00
80682	JPM Architecture Inc.	8/23/24	\$14,810.60
80683	Kurt Penwarden Tree Services	8/23/24	\$1,695.00
80684		8/23/24	\$113.63
80685	Mount Forest Foodland	8/23/24	\$27.99
80686	Staples Professional	8/23/24	\$325.74
80687	Telizon Inc.	8/23/24	\$763.17
80688	The Information Professionals	8/23/24	\$452.00
80689	Township of Centre Wellington	8/23/24	\$230.22
80690	Enbridge Gas Inc.	8/23/24	\$825.43
80691	Waste Management	8/23/24	\$1,444.38
80692	Wightman Telecom Ltd.	8/23/24	\$1,169.78
80706		9/04/24	\$102.10
80707	Horizon Data Services Ltd.	9/04/24	\$1,751.50
80708		9/04/24	\$41.00
80709	Hydro One Networks Inc.	9/04/24	\$3,243.43
80710	International Water Supply Ltd	9/04/24	\$8,066.51
80711		9/04/24	\$293.79
80712	JD Mobile Repair Service	9/04/24	\$169.50
80713		9/04/24	\$1,900.00
80714		9/04/24	\$152.00
80716		9/04/24	\$1,900.00
80717		9/04/24	\$50.59
80718	Manulife Financial	9/04/24	\$44,176.79
80719	Mount Forest Foodland	9/04/24	\$63.07
80720	Mildmay Tent Rental	9/04/24	\$512.17
80721		9/04/24	\$565.61
80722		9/04/24	\$309.31
80723	Park N Water Ltd.	9/04/24	\$4,249.95
80724	Peavey Mart	9/04/24	\$39.53
80725		9/04/24	\$196.30
80726	Premier Equipment Ltd.	9/04/24	\$2,328.94
80727		9/04/24	\$65.00
80728		9/04/24	\$121.00
80729	Royal Canadian Legion - Ontari	9/04/24	\$650.00
80730		9/04/24	\$14.00
80731		9/04/24	\$508.50
80732		9/04/24	\$20.25
80733	Staples Professional	9/04/24	\$330.03
80734	Twp of Wellington North	9/04/24	\$2,063.38
80735	Enbridge Gas Inc.	9/04/24	\$526.42
80736	Vanderwoerd Drafting	9/04/24	\$1,673.81

Cheque Number	Vendor Cheque Name	Cheque Date	Amount
80737	Walsh's IDA Pharmacy	9/04/24	\$1,000.00
80738	Ward & Uptigrove Consulting &	9/04/24	\$3,813.75
80739		9/04/24	\$45.00
80740		9/04/24	\$45.00
80741	Aquam Inc.	9/04/24	\$679.01
80742	Arthur Foodland	9/04/24	\$382.55
80743	BELLAMY CONTRACTING SERVICES L	9/04/24	\$1,101.75
80744	Bell Mobility	9/04/24	\$1,417.54
80745	Biz Bull	9/04/24	\$310.75
80746		9/04/24	\$96.00
80747	Canada Rink Services	9/04/24	\$3,925.63
80748		9/04/24	\$1,900.00
80749		9/04/24	\$45.44
80750	Canadian Tire #066	9/04/24	\$33.89
80751		9/04/24	\$980.00
80752	Cook's Garage	9/04/24	\$260.40
80753	Cook School Bus Lines Ltd	9/04/24	\$878.01
80754	Awe Soap	9/04/24	\$246.00
80755	Chicken Thicka Farm	9/04/24	\$287.00
80756	Four Corners Quilters' Guild	9/04/24	\$250.00
80757		9/04/24	\$60.00
80758	LMH Hospital Auxiliary	9/04/24	\$276.00
80759		9/04/24	\$491.00
80760		9/04/24	\$491.00
EFT0007101	ACE, Accent Electronic Control	9/04/24	\$2,384.30
EFT0007102	Aces Heavy Towing	9/04/24	\$1,038.19
EFT0007103	Arthur ACE Hardware	9/04/24	\$304.64
EFT0007104	Arthur Home Hardware Building	9/04/24	\$367.66
EFT0007105	Artic Clear 1993 Inc.	9/04/24	\$68.00
EFT0007106	B & I Complete Truck Centre	9/04/24	\$888.25
EFT0007107	BackSpace Consulting	9/04/24	\$4,576.50
EFT0007108	B M Ross and Associates	9/04/24	\$4,236.50
EFT0007109	Broadline Equipment Rental Ltd	9/04/24	\$268.33
EFT0007110	Canada's Finest Coffee	9/04/24	\$103.00
EFT0007111	CARQUEST Arthur Inc.	9/04/24	\$141.24
EFT0007112	CG Equipment	9/04/24	\$457.96
EFT0007113	Clark Bros Contracting	9/04/24	\$146.81
EFT0007114	County of Wellington	9/04/24	\$5,341.80
EFT0007115	Decker's Tire Service	9/04/24	\$1,828.34
EFT0007116	Duncan, Linton LLP, Lawyers	9/04/24	\$3,593.17
EFT0007117	Excel Business Systems	9/04/24	\$180.77
EFT0007118		9/04/24	\$239.29
EFT0007119		9/04/24	\$250.00

Cheque Number	Vendor Cheque Name	Cheque Date	Amount
EFT0007120	Hallman Motors LTD	9/04/24	\$288.38
EFT0007121	Ideal Supply Inc.	9/04/24	\$50.84
EFT0007122	Industrial Alliance Insurance	9/04/24	\$195.99
EFT0007123	K Smart Associates Limited	9/04/24	\$27,540.13
EFT0007124	Lifesaving Society	9/04/24	\$136.18
EFT0007125	Maple Lane Farm Service Inc.	9/04/24	\$4,089.32
EFT0007126		9/04/24	\$169.27
EFT0007127	Midwest Co-operative Services	9/04/24	\$69.11
EFT0007128	OSIM Inc.	9/04/24	\$39.55
EFT0007129	PACKET WORKS	9/04/24	\$169.50
EFT0007130	Pryde Truck Service Ltd.	9/04/24	\$2,113.92
EFT0007131	R&R Pet Paradise	9/04/24	\$2,825.00
EFT0007132	Raynbow Signs	9/04/24	\$452.00
EFT0007133	Risolv IT Solutions Ltd	9/04/24	\$14,455.09
EFT0007134	ROBERTS FARM EQUIPMENT	9/04/24	\$661.90
EFT0007135		9/04/24	\$319.67
EFT0007136	Saugeen Community Radio Inc.	9/04/24	\$1,383.12
EFT0007137	SGS Canada Inc.	9/04/24	\$2,418.56
EFT0007138	Suncor Energy Inc.	9/04/24	\$657.60
EFT0007139	Superior Tire Sales & Service	9/04/24	\$49.83
EFT0007140	Triton Engineering Services	9/04/24	\$51,674.85
EFT0007141	UnitedCloud Inc.	9/04/24	\$591.98
EFT0007142	Upanup Studios Inc.	9/04/24	\$1,932.30
EFT0007143	Viking Cives Ltd	9/04/24	\$162.64
EFT0007144	WATSON & ASSOCIATES ECONOMISTS	9/04/24	\$5,866.62
EFT0007145	Wellington Advertiser	9/04/24	\$282.50
EFT0007146	Wellington North Power	9/04/24	\$78,505.78
EFT0007147		9/04/24	\$87.20
EFT0007148	Young's Home Hardware Bldg Cen	9/04/24	\$873.82
80761	Arthur Foodland	9/10/24	\$73.91
80762	Biz Bull	9/10/24	\$310.75
80763	Casa Verde Imports	9/10/24	\$1,220.00
80764	Cedar Creek Tools Ltd	9/10/24	\$419.17
80765		9/10/24	\$3,784.90
80766	DiCAN Inc.	9/10/24	\$2,737.43
80767	Eastlink	9/10/24	\$536.75
80768		9/10/24	\$400.00
80769		9/10/24	\$598.86
80770	GP Supply Ltd.	9/10/24	\$85.88
80771	Grand River Beagle Club	9/10/24	\$895.22
80772	Horrigan Overhead Doors 2019	9/10/24	\$220.35
80773	Hydro One Networks Inc.	9/10/24	\$954.75
80774	KB Construction	9/10/24	\$1,683.67

Cheque Number	Vendor Cheque Name	Cheque Date	Amount
80775		9/10/24	\$152.00
80776	Kronos Canadian Systems Inc.	9/10/24	\$3,610.45
80777		9/10/24	\$282.44
80778	Gordon MacEachern	9/10/24	\$400.00
80779		9/10/24	\$400.00
80780	Mount Forest Foodland	9/10/24	\$38.77
80781	MOLOK NORTH AMERICA LTD	9/10/24	\$89.84
80782		9/10/24	\$400.00
80783	Premier Equipment Ltd.	9/10/24	\$63.23
80784		9/10/24	\$400.00
80785	Royal Bank Visa	9/10/24	\$2,555.14
80786		9/10/24	\$350.00
80787	Staples Professional	9/10/24	\$323.40
80788		9/10/24	\$125.00
80789		9/10/24	\$141.25
80790	TD Wealth	9/10/24	\$847.68
80791	Enbridge Gas Inc.	9/10/24	\$6,910.20
80792		9/10/24	\$398.94
80793	Wightman Telecom Ltd.	9/10/24	\$135.64
EFT0007149	Abell Pest Control Inc	9/10/24	\$152.43
EFT0007150	Agrisan SC Pharma	9/10/24	\$13,126.10
EFT0007151	Arthur Chrysler Dodge Jeep Lim	9/10/24	\$2,189.75
EFT0007152	Arthur ACE Hardware	9/10/24	\$565.96
EFT0007153	Arthur Home Hardware Building	9/10/24	\$1,031.53
EFT0007154	B M Ross and Associates	9/10/24	\$8,561.91
EFT0007155	Brandt Cambridge	9/10/24	\$56,436.52
EFT0007156	Broadline Equipment Rental Ltd	9/10/24	\$5,959.76
EFT0007157	Canada's Finest Coffee	9/10/24	\$103.00
EFT0007158	CARQUEST Arthur Inc.	9/10/24	\$997.75
EFT0007159	Carson Supply	9/10/24	\$3,422.80
EFT0007160	Cedar Signs	9/10/24	\$185.92
EFT0007161	CG Equipment	9/10/24	\$1,799.66
EFT0007162	Coffey Plumbing, Div. of KTS P	9/10/24	\$955.27
EFT0007163	County of Wellington	9/10/24	\$2,495.00
EFT0007164	Steve Cudney	9/10/24	\$150.00
EFT0007165	Canadian Union of Public Emplo	9/10/24	\$2,245.50
EFT0007166	Da-Lee Dust Control	9/10/24	\$16,959.94
EFT0007167	Darroch Plumbing Ltd.	9/10/24	\$113.00
EFT0007168	David Carson Farms & Auction S	9/10/24	\$1,000.00
EFT0007169	Decker's Tire Service	9/10/24	\$5,028.50
EFT0007170	Delta Elevator Co. Ltd.	9/10/24	\$1,521.52
EFT0007171	Duncan, Linton LLP, Lawyers	9/10/24	\$1,501.96
EFT0007172	Eric Cox Sanitation LTD.	9/10/24	\$627.33

Cheque Number	Vendor Cheque Name	Cheque Date	Amount
EFT0007173	Eramosa Engineering Inc.	9/10/24	\$4,110.46
EFT0007174	Everything Asphalt	9/10/24	\$21,485.00
EFT0007175	Evoqua Water Technologies	9/10/24	\$1,812.53
EFT0007176	Excel Business Systems	9/10/24	\$686.84
EFT0007177	Fire Marshal's Public Fire Saf	9/10/24	\$730.72
EFT0007178	FOSTER SERVICES/822498 ONT INC	9/10/24	\$6,887.35
EFT0007179	Grand River Conservation Auth	9/10/24	\$19,539.66
EFT0007180	H Bye Construction Limited	9/10/24	\$50,212.15
EFT0007181	Ideal Supply Inc.	9/10/24	\$221.20
EFT0007182	KORE Mechanical Inc.	9/10/24	\$3,897.76
EFT0007183	Maple Lane Farm Service Inc.	9/10/24	\$300,246.95
EFT0007184	Marcc Apparel Company	9/10/24	\$358.50
EFT0007185	Midwest Co-operative Services	9/10/24	\$591.72
EFT0007186	Ont Mun Employee Retirement	9/10/24	\$62,581.72
EFT0007187	Ontario One Call	9/10/24	\$144.35
EFT0007188	Print One	9/10/24	\$858.80
EFT0007189	Purolator Inc.	9/10/24	\$109.03
EFT0007190	Resurface Corporation	9/10/24	\$445.33
EFT0007191	ROBERTS FARM EQUIPMENT	9/10/24	\$735.75
EFT0007192	Saugeen Community Radio Inc.	9/10/24	\$1,383.12
EFT0007193	Shred All Ltd.	9/10/24	\$672.35
EFT0007194	Suncor Energy Inc.	9/10/24	\$18,827.61
EFT0007195	Viking Cives Ltd	9/10/24	\$15.55
EFT0007196	Wellington Advertiser	9/10/24	\$282.50
EFT0007197	Wellington North Power	9/10/24	\$23,607.77
EFT0007198	Work Equipment Ltd.	9/10/24	\$975.04
EFT0007199	Young's Home Hardware Bldg Cen	9/10/24	\$671.11
	Total Amount of Cheques:		\$2,034,066.42



TOWNSHIP OF WELLINGTON NORTH

TO: Mayor and Council
 DATE: 2024-09-23
 MEETING TYPE: Open
 SUBMITTED BY: Tammy Stevenson, Senior Project Manager
 REPORT #: INF 2024-015
 REPORT TITLE: John Street Reconstruction Update

RECOMMENDED MOTION

THAT the Council of the Corporation of the Township of Wellington North receive Report INF 2024-015 being a report on the John Street Reconstruction Update.

PREVIOUS REPORTS/BY-LAWS/RESOLUTIONS

OPS 2023-043 Public Information Centre – Capital Projects

INF 2024-010 Spring Traffic Count

BACKGROUND

A Site Plan Agreement was entered with the Township of Wellington North and Peter Mitges Holdings Limited (319 Main Street South property owner) for Tim Hortons in September 1995.

Regulation of Traffic Bylaw was updated in November 1995 to include parking regulations of no-parking anytime on the west side of John Street from Queen Street West to 40 metres south of Queen Street West. The Regulation of Traffic Bylaw was further amended in May 2003 to expediently erect “No Stopping” and “No Parking” signs on both sides of John Street to include the addition of No-Parking and No Stopping Zone anytime on both sides of John Street from Queen Street West south to Waterloo Street a distance of ±191 metres (except the east side of John Street from a point ±79 metres south of Queen Street to a point ±89 metres south of Queen Street West for mail pick up and delivery).

This Regulation of Traffic By-law and parking restrictions were implemented to support the intent of the Tim Hortons’ John Street access for service vehicles only following the signing of the Site Plan Agreement.

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

John Street Reconstruction project between Queen Street West and Waterloo Street were on display at the PIC for residents and stakeholder's review. A survey was made available to solicit feedback on the capital projects that were presented. A large portion of the survey feedback was concerns over the removal of large mature trees, the proposed design of John Street including a left turn lane into the John Street access, and Tim Hortons' drive through traffic queuing on John Street.

Additional funds were included in the 2024 Capital Budget to further investigate the reconstruction project to consider public feedback where possible.

ANALYSIS

Township staff and the Township's Consulting Engineers, Triton Engineering Services Limited (Triton), had a series of meetings to discuss this project to bring it closer to design completion. The design update reviewed Design Alternatives Options for the reconstruction of John Street as outlined in Triton's memo found in Attachment 1. Highlights of design considerations and revisions are as follows:

Design Objectives

- Replacement of aging infrastructure (ie. watermain and sanitary sewers) to align with Asset Management Planning
- Design John Street roadway cross-section to urban standards
- Improve drainage with the installation of new storm sewers and structures
- Address the existing traffic issues from overflow drive through traffic from the commercial property at 319 Main Street South (Tim Hortons)
- Limit the impact to trees, where possible

Land Use

The majority of the properties on the east and west side of John Street are residential (zoned R2 medium and R3 high-density) with two (2) commercial properties at the northeast corner of John Street that also have frontage onto Main Street South and Queen Street West located at 301 and 319 Main Street South as illustrated in figure 1.



Figure 1: Zoning Map

Roadway

John Street is classified as a local road in our 2023 Road Needs Study. Roadway design has been updated to follow the Municipal Servicing Standards (MSS). Roadway includes two through lanes of travel, one in each direction, with a road width of 8.5m, curb and gutter, storm sewers and sidewalk located on the west side of John Street.

Sidewalk

Sidewalk location was reviewed and narrowed from the 1.8m width when adjacent to curb requirement to 1.5m width. This sidewalk width will continue to allow for safe pedestrian traffic.

Trees

Service locations have been reviewed and adjusted where possible to limit the disturbed tree roots areas for installation of services during construction. Coupled with the review of service locations and narrowing the sidewalk width from 1.8m to 1.5m, impacts to trees have been reduced and results are illustrated in Table 1 below.

Impacted Trees	Location	0+022 Rt	0+033 Rt	0+058 Rt	0+099 Rt	0+106 Rt	0+132 Rt	0+140 Rt	0+163 Rt	0+171 Lt	0+182 Rt	Total Proposed Tree Removals
	Diameter (mm)	500	250	600	500	500	1100	300	200	50	1000	
Design Alternative	PIC Proposed Design	X	X	X	X	X	X		X	X	X	9
	Option 1A					X				X		2
	Option 1B					X				X		2
	Option 2					X				X		2
	Option 3					X				X		2
	Option 4	X	X	X		X				X		5
	Option 5		X			X				X		3
Note:												
		Removal due to conflict with sanitary service										
X		Removal due to conflict with water service										
X		Removal due to conflict with proposed sidewalk										
X		Removal due to conflict with proposed sidewalk and water service										

Table 1: Summary of Tree Conflicts Resulting from East Design Alternative (Source: Triton August 7, 2024, Memo)

Tim Hortons – John Street Traffic

It should be noted that since the business opened, drive through traffic volume has increased as Tim Hortons expanded their service (i.e., hours, “tap” payment methods, etc.) and menu, which has been observed to have generated an increased volume of non-residential/local traffic on John Street in the immediate area of the Tim Hortons access. Tim Hortons drive through overflow of vehicles currently queue on John Street despite the no parking and no stopping signage. This traffic situation has been problematic for Township and local residents.

Traffic Counts

An existing traffic count was completed on Wednesday April 24, 2024, at two locations on John Street and two locations on Main Street South.

A second traffic count was completed to evaluate traffic of Tim Hortons John Street access when closed during the busiest 8-hours of traffic, to understand impacts, if any, to traffic volume and movement on Main Street South, signalized intersection at Queen Street and Main Street, and within the 319 Main Street South (Tim Hortons) property, and to support the recommended design alternative. Traffic within 319 Main Street South (Tim Hortons) is the responsibility of the property and/or business owner.

Results of the second traffic study are found in Triton’s Traffic Impact Brief found in Attachment 2, indicating that during the busiest 8-hours of traffic volumes, restricting the John Street entrance has minimal impact for traffic on Main Street South, traffic at Main Street and Queen Street signalized intersection, and to the volume of vehicles entering and exiting Tim Hortons.

Consultations

Staff and Triton met with various stake holders to discuss the project and their concerns. Staff and Triton also had three (3) meetings with property owner of 319 Main Street South and Tim Hortons to discuss this project, how the project will impact the property and operations, and the economic contribution that Tim Hortons has on the Township. Tim Hortons was also notified that their John Street access will not be accessible for the duration of construction of John Street and to review their current operations to plan appropriately.

Recommended Design

It is appropriate to design John Street to current land use (residential) and urban standards for local street. The recommended design for the reconstruction of John Street is to implement the Township's municipal standard for an urban local street, with two through lanes of travel, one in each direction, curb and gutter, sidewalk on the west side of the road and restriction of the Tim Hortons John Street access such that it is reduced to northbound exit only onto John Street as found in Triton's Traffic Impact Brief.

Next Steps

Letters will be mailed out to property owners within the projects limits of John Street to receive feedback to confirm the placement of their municipal services (ie. water, sanitary and storm) to assist with the completion of the final design and tender package.

A survey will be posted to solicit feedback on the John Street design, and an electronic version will be available on the Township website with paper forms available at the municipal offices in Kenilworth and the Mount Forest Arena Upper Office or mailed out upon request to ensure survey is accessible to all residents. Survey will be open Wednesday September 25 and comments will be received until Wednesday October 9, at which time comments will be consolidated and brought to Council meeting with an aim at finalizing a preferred John Street Reconstruction design.

CONSULTATION

Brooke Lambert, Chief Administrative Officer
Jerry Idialu, Director of Finance/Treasurer
Dale Clark, Manager of Transportation Services
Corey Schmidt, Manager of Environmental Services
Triton Engineering Services Limited

FINANCIAL CONSIDERATIONS

There are no financial consideration in receiving this report for information.

ATTACHMENTS

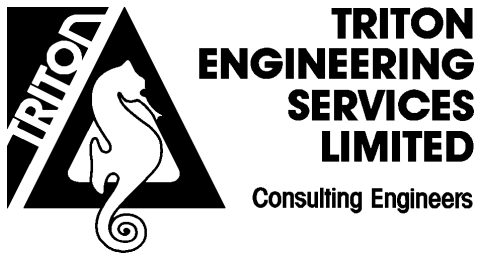
Attachment 1 – Memorandum, Re: Road Design Alternatives, Reconstruction of John Street, Mount Forest, dated August 7, 2024, prepared by Triton Engineering Services Limited

Attachment 2 – Traffic Impact Brief, dated September 9, 2024, prepared by Triton Engineering Services Limited

STRATEGIC PLAN 2024

- 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



DATE: August 7, 2024

TO: Tammy Stevenson, C.E.T., Senior Project Manager,
Township of Wellington North

FROM: Lindsay Scott, P.Eng., Paul Ziegler, C.E.T

RE: Road Design Alternatives, Reconstruction of
John St, Mount Forest

FILE: M5982A

1.0 Introduction

This Road Design Alternatives Technical Memo (Memo) has been prepared by Triton Engineering Services Limited (Triton), on behalf of the Township of Wellington North (Township), to identify and assess feasible design alternatives for the Reconstruction of John St, Mount Forest between Queen St W (Highway 89) and Waterloo St (project). The feasibility of the design alternatives considered is dependent on the project purpose and objectives, and each alternative is evaluated based on its relative merits to identify the preferred design alternative. A review of road design alternatives is required to address and incorporate (where appropriate and practical) public feedback that was received at and following the Township's presentation of the preliminary preferred design for the project at the Township's Capital Projects Public Information Centre (PIC) held in October 2023.

2.0 Background

The Township and Triton presented a preliminary design for the Reconstruction of John Street at the Township's Capital Projects PIC that was held on October 24 and 25, 2023, in Mount Forest and Arthur respectively. Drawings of the preliminary design were presented to the public at the PIC meetings. Refer to Attachment A for the PIC drawings.

The Township's Asset Management Plan provides a strategy to effectively manage the Township's water, wastewater, stormwater and transportation assets and prioritizes projects based on key concepts including the asset replacement value, estimated value life, lifecycle maintenance, condition assessments, risk and levels of service. In accordance with the Township's capital projects prioritization and planning strategies, John St requires reconstruction as the existing water and sanitary infrastructure on John St has reached the end of its useful service life and requires replacement.

The proposed preliminary design included replacement of existing underground infrastructure (sanitary sewers and watermain) and an upgraded road cross-section, complete with sidewalk, curb and gutter and new storm sewers to support the new road cross-section. The proposed road cross-section between Queen St W and the Tim Hortons (319 Main St S) entrance from John St included a 9.5 m (1 m wider than the municipal standard) road width to accommodate a left turn lane in the southbound direction. The road width to the south of the Tim Hortons property tapered to 8.5 m, with one lane in either direction of travel, which is consistent with the Township's standard for a local urban street.

As a result of stakeholder feedback received from the PIC meetings and from associated private meetings with stakeholders held in March, April and June 2024, the Township is evaluating alternative designs for the Project to mitigate stakeholder concerns. A 24-hour traffic count was also conducted by the Township to define typical traffic movement in the area to support the evaluation of alternative designs. A copy of the stakeholder feedback

received in response to the Reconstruction of John St, Mount Forest project and other proposed capital projects presented at the same PIC meetings was received by Township Council for information in the Staff Report, subject matter *OPS 2023-043 Public Information Centre – Capital Projects* at the November 20, 2023 Council meeting. In general, the consensus from feedback received from public stakeholders and residents of adjacent properties regarding the preliminary design for the Reconstruction of John St is summarized as follows:

- The proposed design negatively impacts adjacent residential properties, particularly those between Queen St W and 319 Main St S by the:
 - Removal of mature trees on the west side of the road.
 - Restriction of left-turn movements from private driveways on the west side of John St between Queen St W and the entrance to 319 Main St S property.
 - Noise from idling vehicles queuing to access 319 Main St S (Tim Hortons) property, consistent with existing conditions.
- Overflow traffic from the commercial property at 319 Main St S (Tim Hortons) should not be allowed to use a residential street for queuing. (Note: John Street currently has “no parking” signs posted on the southbound lane from Queen Street W to 345 John Street and on the northbound lane from 310 John Street to Queen Street W.)
- Due to lack of enforcement (perceived), residents anticipate that vehicular traffic will also use southbound through lane as a queuing lane to access 319 Main St S property, consistent with existing conditions and there will be no localized operational improvements to traffic flow. Taxpayer money should not be used to benefit private corporations (i.e., Tim Hortons).

3.0 Existing Conditions

The existing road cross-section on John St is urbanized (i.e., asphalt surface and sidewalk on the west side of the road). The existing asphalt section of the road is approximately 7.5 m to 8.0 m in width and the existing sidewalk is 1.2 m in width. John St is a residential local road, meant to operate with one through lane of traffic in each direction of travel (i.e., northbound and southbound). Per the Township’s current Municipal Servicing Standards document (Revision No. 7, March 2023), local roads “are to provide land access; they are not intended to move large volumes of traffic”. Land use adjacent to the east west sides of John St is residential (medium and high-density), except for the properties of 301 and 319 Main St S, located on the east side of John St, and bounded by Main St S to the east and Queen St W to the north, which are zoned for commercial land use. The existing speed limit on John St is 50 km/hr.

Per the Township’s By-Law 6000-23, to regulate the parking or stopping of vehicles within the Township, parking is not permitted at any time on John St from Queen St W to 191 m south to Waterloo St on either side of the roadway, except for the east side between 79 m and 89 m south of Queen St W for mail pickup and delivery. Stopping is also not permitted within the same no-parking limits. Signage is posted on John St to indicate the parking and stopping prohibitions, consistent with the Township’s By-Law 6000-23; however, it is understood that traffic typically does not obey the posted signage and the southbound lane is typically used as an overflow stacking lane for the Tim Hortons drive through at 319 Main St S. The overflow drive through queuing on John St is understood to be problematic for local traffic using John St as it is difficult to navigate around the queued traffic and difficult for residents to access/exit their driveways where traffic is queued. Queuing traffic predominantly occurs in the southbound direction, but may also occur in the northbound direction, to the south of 319 Main St S.

A review of the approved Site Plan for Tim Hortons at 319 Main St S, dated June 1995, as referenced in the Site Plan Agreement for the property, indicates that parking along the north side of the building is to be parallel to the building; however, existing conditions have parking stalls perpendicular to the building along the north side

of the building, which narrows the width for through and parked traffic to navigate through the Tim Hortons site. It is understood that drive through traffic initially intended to queue within the Tim Hortons site has modified their habits to overflow and stack onto John St instead of internally, to mitigate conflicts with other traffic (parked and through traffic) within the Tim Hortons property. It should be noted that since the business opened, drive through traffic volume has increased as Tim Hortons expanded their service (i.e., hours, “tap” payment methods, etc.) and menu, which has been observed to have generated an increased volume of non-residential/local traffic on John St in the immediate area of the Tim Hortons access. It appears that the purpose of the John St access shown on the Site Plan is for delivery and garbage truck access, which are located at the rear/west side of the building. Further, there is an absence of “enter/exit” signage to the Tim Hortons property at the John St access, which supports that this access was not originally intended for public use and/or drive through stacking. Additionally, the neighbouring vacant property at 301 Main St S is also being used as an overflow parking area for oversized vehicles and/or when the Tim Hortons parking lot is at capacity.

The Township has met with Tim Hortons and the owner of 319 Main St S, following feedback on the project after the PIC, to discuss concerns regarding overflow drive through and parking traffic creating a public nuisance on John St and the neighbouring property. The Township has requested Tim Hortons to provide background information related to their drive through stacking design and to define the intent of the approved Site Plan, for consideration in finalization in the design for the reconstruction of John St project.

4.0 Spring 2024 Traffic Count Analysis

As part of their core services, the Township coordinates and maintains traffic count information at various locations throughout the municipality for the purpose of providing objective information to address inquiries, inform prioritization of maintenance and studies, etc. The Township coordinated a 24-hour automated traffic count at various locations throughout the Township in the Spring of 2024, including two locations on John St and two locations on Main St S, Mount Forest.

The locations on John St and Main St S were strategically set across the respective roadway, adjacent to 305 and 369 John St and at 301 and 323 Main St S to provide an understanding of traffic operations on John St and Main St S as it relates to traffic movement to/from 319 Main Street S (Tim Hortons) to/from the adjacent roads (i.e., John St and Main St S) and provide information for the evaluation of design alternatives for the Reconstruction of John St project. The John St and Main St S traffic monitoring locations are shown on Figure 1.

The traffic count began at midnight on Tuesday April 23, 2024, and ended at midnight on Wednesday April 24, 2024. The 24-hour period that was monitored is expected to be representative of typical operating conditions on an average day. Data collected by the automated counter included vehicle volume, type/classification and rate of travel, and each was tallied in 15-minute intervals over the 24-hour monitoring period. Each counting location collected data in the northbound and southbound direction of travel. The vehicular traffic movement counts collected over the 24-hour period are summarized in Table 1.

Consistent with Table 1, John Street saw 1,113 vehicles travelling in the southbound direction from Queen St W., and 378 vehicles travelling in the northbound direction from Waterloo St (counted at 369 John St). Approximately 88% of the southbound traffic counted at 305 John St did not continue southbound on John St to the traffic counting location at 369 John St. It is suspected that most of this traffic accessed the Tim Hortons establishment at 319 Main St S and some of the traffic entered the residential properties between the two traffic counting locations. The southbound and northbound traffic counted at the 369 John St monitoring location are similar, which is assumed to be representative of typical local traffic volumes. It is noted that an additional 222 vehicles were counted in the northbound direction at 305 John St than were at 369 John St, which is assumed that most were generated from vehicles that were exiting the Tim Hortons establishment. It is noted that the hourly total vehicles counted in the southbound direction at 305 John St is consistent for the period of 6:00 through 9:00, with a

maximum hourly total vehicle volume of 99 recorded between 7:00 and 8:00. It is assumed that this hourly total is controlled/limited by the Tim Hortons drive-through queue time and available vehicle stacking capacity in the Tim Horton's drive-through and on John St (between Queen St W and 319 Main St S), as this period represents the busiest hours of business, where the drive-thru serves approximately 100 vehicles per hour (per discussions with the Tim Hortons franchisee). The Tim Hortons is open to customers (drive-thru and in-store) between 5:00 and 23:00. Traffic volume on John St mimics these hours, with the periods between 0:00 and 5:00 and 23:00 to 24:00 being the quietest in terms of traffic volume. Additionally, per discussions with the Tim Hortons franchisee, most of the drive-thru traffic accesses the drive thru via John Street and leave via Main St S.

Table 1 – Summary of 24-hour Traffic Count on John St and Main St S

Time Period	John St				Main St S			
	Southbound		Northbound		Southbound		Northbound	
	From	To	From	To	From	To	From	To
	305 John St	369 John St	369 John St	305 John St	301 Main St S	323 Main St S	323 Main St S	301 Main St S
	021NS	020NS	020NS	021NS	022ANS	022BNS	022BNS	022ANS
0:00 to 1:00	1	0	0	1	16	10	19	17
1:00 to 2:00	0	0	0	0	7	2	18	15
2:00 to 3:00	1	0	0	0	6	4	8	9
3:00 to 4:00	1	0	0	1	6	8	7	3
4:00 to 5:00	5	1	1	1	31	38	20	7
5:00 to 6:00	52	1	7	12	114	106	59	70
6:00 to 7:00	94	5	5	17	194	177	122	163
7:00 to 8:00	99	8	8	22	231	188	180	226
8:00 to 9:00	91	10	8	23	249	171	245	307
9:00 to 10:00	82	4	8	20	275	174	236	316
10:00 to 11:00	87	10	11	29	340	161	184	329
11:00 to 12:00	78	10	13	42	315	148	212	366
12:00 to 13:00	76	14	6	20	342	152	212	358
13:00 to 14:00	61	9	11	25	277	140	195	318
14:00 to 15:00	62	10	8	27	325	162	247	400
15:00 to 16:00	66	16	10	35	387	175	251	381
16:00 to 17:00	59	9	7	23	326	147	240	386
17:00 to 18:00	58	12	23	31	290	144	267	351
18:00 to 19:00	49	6	9	18	191	104	202	288
19:00 to 20:00	33	5	8	13	155	64	119	185
20:00 to 21:00	30	5	4	4	108	41	72	108
21:00 to 22:00	20	2	6	9	69	27	48	72
22:00 to 23:00	7	0	2	4	40	26	42	49
23:00 to 24:00	1	1	1	1	31	21	34	32
Morning (0:00 to 12:00) Total	591	49	61	168	1,784	1,187	1,310	1,828
Afternoon (12:00 to 24:00) Total	600	99	95	210	2,541	1,203	1,929	2,928
24-Hour Total	1,113	138	156	378	4,325	2,390	3,239	4,756
Total Difference ("From" – "To")	975		-222		1,935		-1,517	
Percentage (%) of Traffic Gained or Lost Between Monitoring Locations (i.e., "From" to "To")	-87.6		58.7		-44.7		31.9	

Note: 1- traffic volume in **bold** text indicates the maximum hourly traffic volume observed for the respective direction of travel and monitoring location.

In accordance with the data collected on Main St S, the majority of traffic on Main St S within the section being monitored was travelling in the southbound direction, based on a comparison of the 24-hour total vehicles counted in the southbound direction at 301 Main St S and in the northbound direction at 323 Main St S. Approximately 45% of the total vehicle volume (or 1,935 vehicles) counted in the southbound direction at 301 Main St did not continue southbound on Main St S to the traffic counting location at 323 Main St S. It is suspected that most of this traffic left Main St S to access the Tim Hortons establishment at 319 Main St S or the Petro Canada gas bar at 310 Main St S. Similarly, it is noted that an additional 1,517 vehicles, or an additional 32% of vehicles were counted in the northbound direction at 301 Main St S than were counted at 323 Main St S, which is assumed to have been vehicle volume generated from vehicles exiting the Tim Hortons or Petro-Canada gas bar. The busiest period of hourly traffic on Main St S occurred fairly consistently between 6:00 and 19:00. Outside of this period, the hourly traffic volume on Main St S was considerably reduced and traffic volume recorded in the northbound/southbound direction at each monitoring location was similar (i.e., majority of the traffic appeared to continue straight through Main St S). It is noted that the Petro Canada Gas Bar is open 24-hours a day.

A summary of the 20 km/h pace speed of traffic recorded on April 23, 2024, is provided in Table 2. The pace speed is the 20 km/h speed range representing the speeds of the largest percentage of vehicles in the traffic stream during the monitoring period. In accordance with Table 2, southbound traffic recorded at 305 John St moved the slowest, with 93% of the traffic volume travelling within the 20 km/hr pace speed of 9.6 km/hr to 29.6 km/hr and mean speed of 21 km/hr. Traffic in the opposite (northbound) direction measured at 369 John St indicates that 79.5% of the traffic moved at a 20 km/hr pace speed of 22.8 km/hr to 42.8 km/hr and mean speed of 35 km/hr. Southbound traffic speed recorded at 369 John St is similar to the northbound traffic at the same location, with approximately 83% of traffic moving at a 20 km/hr pace speed of 23.8 km/hr to 43.8 km/hr and mean speed of 32 km/hr. Therefore, it is expected that the southbound traffic speed is impacted (slowed) by queuing vehicles into the Tim Hortons property. Northbound traffic at 305 John St moved at a similar pace to that observed in the southbound lane at 305 John St; however, it is noted that traffic is slowing in the northbound direction as it approaches the stop sign at the intersection with Queen St W. Traffic speed on Main St S is similar in both directions at both locations monitored, with mean travel speeds between 35 km/hr and 42 km/hr. The speed limit on Main St S and John St is 50 km/hr. At the locations monitored, traffic speed does not seem to be a concern as the mean travelling speeds are below the maximum posted speed limit.

The results of the analysis of the traffic data collected on April 23, 2024, support the concerns from the public that the majority of traffic on John St is a result of the Tim Hortons establishment, specifically southbound traffic between Queen St W and the Tim Horton's access on John St and that this traffic impacts the movement of vehicles, which can be supported by the 20 km/hr pace and mean speeds document for southbound vehicular traffic.

Table 2 – Summary of 20 km/h Pace Speed of Traffic on John St and Main St S

Time Period	John St				Main St S			
	Southbound		Northbound		Southbound		Northbound	
	From	To	From	To	From	To	From	To
	305 John St	369 John St	369 John St	305 John St	301 Main St S	323 Main St S	323 Main St S	301 Main St S
	021NS	020NS	020NS	021NS	022ANS	022BNS	022BNS	022ANS
0:00 to 1:00	1.6-21.6	--	--	5.3-25.3	25.5-45.5	16.9-36.9	32.9-52.9	30.2-50.2
1:00 to 2:00	--	--	--	--	27.0-47.0	16.9-36.9	36.5-56.5	35.1-55.1
2:00 to 3:00	0.4-20.4	--	--	--	38.0-58.0	38.0-58.0	26.9-46.9	33.7-53.7
3:00 to 4:00	0.1-20.1	--	--	0.1-20.1	34.5-54.5	34.9-54.9	40.2-60.2	42.0-62.0
4:00 to 5:00	9.2-29.2	13.5-33.5	0.9-20.9	8.4-28.4	37.7-57.7	40.3-60.3	32.6-52.6	30.4-50.4
5:00 to 6:00	12.6-32.6	5.2-25.2	29.4-49.4	13.5-33.5	40.2-60.2	41.4-61.4	32.5-52.5	32.3-52.3
6:00 to 7:00	6.3-26.3	13.6-33.6	14.5-34.5	8.3-28.3	31.3-51.3	29.9-49.9	32.1-52.1	34.7-54.7
7:00 to 8:00	9.3-29.3	22.6-42.6	33.2-53.2	2.1-22.1	29.5-49.5	35.6-55.6	30.3-50.3	33.9-53.9
8:00 to 9:00	8.3-28.3	23.3-43.3	14.3-34.3	3.8-23.8	22.9-42.9	30.3-50.3	25.3-45.3	29.0-49.0
9:00 to 10:00	5.6-25.6	8.4-28.4	18.1-38.1	9.6-29.6	27.3-47.3	28.7-48.7	25.7-45.7	26.5-46.5
10:00 to 11:00	10.4-30.4	18.6-38.6	25.2-45.2	12.1-32.1	23.2-43.2	28.1-48.1	28.5-48.5	24.3-44.3
11:00 to 12:00	9.7-29.7	22.4-42.4	19.4-39.4	6.6-26.6	22.8-42.8	31.3-51.3	22.1-42.1	23.9-43.9
12:00 to 13:00	9.9-29.9	17.7-37.7	7.7-27.7	18.6-38.6	17.5-37.5	30.6-50.6	24.6-44.6	25.7-45.7
13:00 to 14:00	9.3-29.3	10.4-30.4	22.2-42.2	5.6-25.6	20.1-40.1	29.5-49.5	28.9-48.9	24.6-44.6
14:00 to 15:00	8.5-28.5	23.1-43.1	17.3-37.3	4.9-24.9	18.9-38.9	28.5-48.5	26.8-46.8	23.3-43.3
15:00 to 16:00	8.1-28.1	27.5-47.5	19.9-39.9	15.4-35.4	12.7-32.7	28.1-48.1	20.9-40.9	23.3-43.3
16:00 to 17:00	14.4-34.4	13.7-33.7	24.8-44.8	9.6-29.6	21.9-41.9	36.2-56.2	20.8-40.8	23.6-43.6
17:00 to 18:00	15.6-35.6	20.5-40.5	19.6-39.6	17.1-37.1	27.8-47.8	35.2-55.2	19.1-39.1	30.1-50.1
18:00 to 19:00	4.3-24.3	25.9-45.9	15.1-35.1	10.3-30.3	29.2-49.2	35.8-55.8	33.3-53.3	29.2-49.2
19:00 to 20:00	10.7-30.7	16.6-36.6	24.4-44.4	9.0-29.0	33.5-53.5	37.2-57.2	29.4-49.4	30.5-50.5
20:00 to 21:00	10.3-30.3	13.5-33.5	18.9-38.9	19.3-39.3	30.8-50.8	32.9-52.9	32.0-52.0	31.9-51.9
21:00 to 22:00	5.7-25.7	13.6-33.6	12.3-32.3	6.2-26.2	32.8-52.8	25.7-45.7	36.4-56.4	32.0-52.0
22:00 to 23:00	1.1-21.1	--	15.1-35.1	8.5-28.5	32.5-52.5	30.4-50.4	31.2-51.2	32.3-52.3
23:00 to 24:00	14.8-34.8	14.0-34.0	15.8-35.8	9.2-29.2	37.0-57.0	35.2-55.2	36.4-56.4	35.7-55.7
20 km/h Pace Speed	9.6-29.6	23.8-43.8	22.8-42.8	12.4-32.4	25.7-45.7	33.4-53.4	26.1-46.1	26.2-46.2
Percent in Pace (%)	93	82.6	79.5	89.7	67.7	69	66.1	81.2
Mean Speed (km/h)	21	32	35	23	35	42	36	37

5.0 Design Considerations

The infrastructure on John St, Mount Forest within the Project limits is approaching the end of its service life. Therefore, the intent and rationale for the Project is to:

- Replace the existing ductile iron watermain with new DR18 PVC watermain.
- Replace the existing concrete sanitary sewer with new PVC sanitary sewer.
- Upgrade the road cross-section complete with curb, gutter and new sidewalk, consistent with or as reasonably practicable with current Township standards for a local urban road.
- Install new storm sewers to support the upgraded road cross-section and improve drainage.

In addition to satisfying the Project rationale, there are several design criteria that are considered in evaluating design alternatives and identifying the preliminary preferred design, as follows:

- Maintain or improve the existing level of service for traffic (vehicular and pedestrian).
- Maintain uniformity in the planning, design and application of Township services and assets, thereby providing a consistent level of service to its population.

- Provide localized operational improvements, where possible.
- Mitigate conflicts with utilities.
- Mitigate conflicts with trees.
- Mitigate impacts to adjacent properties.

Following consideration of feedback received at and following the PIC meetings regarding the initial preliminary proposed design for the reconstruction project, it was determined that implementation of a left turn lane on John St is not the preferred design for reconstruction. Based on the Spring 2024 traffic count data and stakeholder feedback, it is expected that the left turn lane would promote continued non-residential and/or non-local traffic on the residential road and would not address existing traffic concerns. Further, the widened road creates additional conflicts with existing mature trees than with a standard 8.5 m wide road and should Tim Hortons cease operation at this location, the left turn lane would remain and would not serve a purpose. Therefore, this alternative is not recommended for further consideration as a feasible alternative.

6.0 Analysis of Alternatives

All design alternatives will have some form of impact (impacts to trees, landscaping, driveways, etc.) to properties fronting John St, within the project limits, which is typical for any reconstruction project. Table 3 provides a summary of the design alternatives for the Project and evaluation of each with respect to the design criteria, from Section 2.0 of this memorandum, that are objectively quantifiable. Preliminary Plans showing each road cross-section design alternative within the area of concern between Queen St W and to Waterloo St are provided in Attachment B and are summarized as follows:

PIC Proposed Design – Preliminary Proposed Design presented at October 2023 PIC Meetings, with southbound left-turn lane between Queen St W and Tim Hortons

- Option 1A :
 - Municipal Standard for an urban local street, with two through lanes of travel, one in each direction and Tim Hortons John St access remains as is.
- Option 1B:
 - Municipal Standard for an urban local street, with two through lanes of travel, both in the same direction and Tim Hortons John St access remains as is.
- Option 2:
 - Municipal Standard for an urban local street, with two through lanes of travel, one in each direction and Tim Hortons John St access closed via barrier curb.
- Option 3:
 - Municipal Standard for an urban local street, with two through lanes of travel, one in each direction, with Tim Hortons John St access restricted/reduced to northbound exit only onto John St.
- Option 4:
 - Widened street width to accommodate a centre median between Queen St W and Tim Hortons to prevent left turn movement into Tim Hortons from John St. One lane of through traffic in either direction of travel.
- Option 5:
 - Dead-end on John St at Queen St W via 13 m turning circle at the north termination.

Sidewalk placement was reviewed for the east and west sides of John St for the design alternatives. Due to numerous hydro pole conflicts on the east side of the road and to maintain sidewalk connectivity, placement of the sidewalk on the west side of John St is recommended, consistent with existing conditions.

Table 3 – Summary of Design Alternatives

Design Alternative	Figure No.	Description	Edge of Pavement (EP) to EP width (m)	Road Alignment	Anticipated Total Tree Conflicts (Refer to Table 4)	Anticipated Total Hydro Pole Conflicts*
PIC Proposed Design	Attachment A	Left turn lane in southbound direction between Queen St W and entrance to 319 Main St S property (2 through lanes x 3.25 m + 3.0 m turn lane, transitioning to 2 lanes x 4.25 m)	8.5 to 9.5	CL of road offset 0.7m west of the CL of ROW	9	0
Option 1A	Attachment B, Figure SK-1	Municipal standard for an urban local street (2 lanes x 4.25 m). Two through lanes of travel, one in each direction.	8.5	CL road matches CL of ROW	2	3
Option 1B	Attachment B, Figure SK-2	Municipal standard for an urban local street (2 lanes x 4.25 m). Both lanes of travel in the same direction.	8.5	CL road matches CL of ROW	2	3
Option 2	Attachment B, Figure SK-3	Municipal standard for an urban local street, closing access to Properties 301 and 319 Main St S via continuous barrier curb (2 lanes x 4.25 m)	8.5	CL road matches CL of ROW	2	3
Option 3	Attachment B, Figure SK-4	Municipal standard for an urban local street with restricted turning movement to/from 319 Main St S	8.5	CL road matches CL of ROW	2	3
Option 4	Attachment B, Figure SK-5	Centre median in centre of roadway between Queen St W and 319 Main St S	8.5 to 10.0	CL road matches CL of ROW	5	5
Option 5	Attachment B, Figure SK-6	Dead-end road, with 13 m turning circle at the north termination	8.5 to 13.0	CL road matches CL of ROW	3	3

Note: Conflicts with Hydro Poles may be mitigated if the centreline of the road is shifted to the west of the centreline of the right-of-way; however, this may create additional conflicts with trees.

Table 4 presents a summary of the existing municipal trees within the ROW and anticipated impacts for each design alternative.

Table 4 – Summary of Tree Conflicts Resulting from Each Design Alternative

Impacted Trees	Location	0+022 Rt	0+033 Rt	0+058 Rt	0+099 Rt	0+106 Rt	0+132 Rt	0+140 Rt	0+163 Rt	0+171 Lt	0+182 Rt	Total Proposed Tree Removals
	Diameter (mm)	500	250	600	500	500	1100	300	200	50	1000	
Design Alternative	PIC Proposed Design	X	X	X	X	X	X		X	X	X	9
	Option 1A					X				X		2
	Option 1B					X				X		2
	Option 2					X				X		2
	Option 3					X				X		2
	Option 4	X	X	X		X				X		5
	Option 5		X			X				X		3
Note:												
		Removal due to conflict with sanitary service										
X		Removal due to conflict with water service										
X		Removal due to conflict with proposed sidewalk										
X		Removal due to conflict with proposed sidewalk and water service										

Road Design Options 1A, 1B, 2 and 3 sustain the existing intended operational conditions (i.e., 8.5 m asphalt surface with two through lanes of local traffic) on John St and maintain uniformity in the planning, design and application of Township services and assets, thereby contributing to providing a consistent level of service throughout the Township.

Option 1A would see two through lanes of traffic, one in each direction and maintenance of the existing John St access to the Tim Hortons. It is expected that existing traffic movement would continue with the implementation of Option 1A; however, with barrier curb on either side of the roadway, queuing traffic to turn left into Tim Hortons may feel uncomfortable waiting in the active lane of traffic. It will be difficult for southbound traffic to move around queued traffic in the presence of oncoming northbound traffic, since the barrier curb will prevent queued vehicles from pulling over onto the west boulevard. This option is expected to create an overflow of stacked vehicles onto Queen St W.

Option 1B would see two through lanes of traffic, both in the same direction (either northbound or southbound) and maintenance of the existing Tim Hortons John St access.. It is expected that having two through lanes in the same direction would prevent queuing traffic to Tim Hortons from blocking through traffic as it is anticipated that one lane would act as an overflow stacking lane for the Tim Hortons drive through and the other for through traffic. Implementation of either Options 1A and 1B are not expected to mitigate commercial traffic from queuing on the local residential street in terms of traffic volume. , If the direction of one-way travel is northbound, overflow Tim Hortons drive through stacking will affect properties on the east side of John St (currently, majority of queueing traffic impacts properties on the west side of John St).This Option would also affect access to properties on John St as residents would only be able to access and leave their property via one direction. Therefore, Option 1B, with two lanes of through traffic in the same direction, would require residential and commercial traffic to modify their habits and has the potential to shift existing queuing and access concerns from the west side of John St to the east side of the road, depending on the direction of one-way traffic.

Option 2 would see two through lanes of traffic, one in each direction, and closure of the Tim Hortons John St access via continuous barrier curb between Queen St W and the driveway to 320 John St (this alternative also impacts access from John St to 301 Main St S). Implementation of Option 2 is expected to result in significantly reduced (commercial) vehicular traffic volume and improved residential/local traffic movement on John St. This option would require commercial traffic to modify their habits such that 301 Main St is accessed from Queen St

and Main St S and Tim Hortons is accessed from Main St S. It is unknown how the closure of the Tim Hortons John St access would affect traffic volume and movement on Main St S and within the Tim Hortons property due to drive through traffic stacking.

Option 3 would see two through lanes of traffic, one in each direction, with access to Tim Hortons from John St restricted to right-turn exits only. This alternative is expected to impact the movement of vehicles to/from Tim Hortons in that traffic will only be able to exit Tim Hortons onto John St in the northbound direction. The intent of this design is to mitigate overflow Tim Hortons drive through traffic stacking onto John St, while maintaining the movement of traffic from (exiting) Tim Hortons onto John St. Limiting exiting traffic to the northbound direction on John St is expected to significantly minimize commercial traffic on John St and improve residential/local traffic movement on John St. Given that Options 2 and 3 are expected to mitigate Tim Hortons drive through queuing/overflow stacking traffic on John St, on-street parking could be permitted on one side of John St, as the volume of southbound traffic is expected to be reduced from existing conditions. This would be an improvement to existing conditions given that parking and stopping is not currently permitted on John St in this area. It is unknown how the restricted John St access to/from Tim Hortons would impact traffic volume and movement on Main St S and within the Tim Hortons property as a result of Tim Hortons drive through traffic stacking.

Option 4 would see a centre raised (barrier curb) median constructed on John St between Queen St W and the John St access to Tim Hortons, which requires a wider road cross-section and has the most tree conflicts in comparison to the other design alternatives considered. The central median would prevent left turn movements on John St to/from the properties of 305, 321 and 326 John St and 116 Queen St W as well as 301 and 319 Main St S. With this option, it is expected that traffic would modify their habits such that commercial traffic volume would be shifted to the northbound direction on John St and overflow Tim Hortons drive through traffic would stack on John St in the northbound lane. There is a possibility that vehicles travelling southbound on John St to access Tim Hortons may complete illegal u-turns at the south end of the median so that they can gain access to the northbound lane to the Tim Hortons entrance. Therefore, the existing problem of queuing traffic in the southbound lane on John St would be shifted to the northbound lane and could create a longer queuing line of traffic, without the ability to go around the queued vehicles due to the central raised median. This could potentially generate additional vehicle traffic on adjacent streets (James St, Waterloo St, John St S, North Water St and Miller St) and further inhibit local traffic movement on John St. Given that this alternative is not expected to mitigate traffic concerns, creates additional impacts to adjacent properties due to restricted turning and slip-by movements and has the most conflicts with trees and utilities (per Table 3), this alternative is not recommended for further consideration as a feasible alternative.

Option 5 would see a 13 m turning circle at the north end of John St, such that through traffic between Queen St W and John St is not possible (i.e., dead-end). The area between the turning circle and Queen St W would be reconstructed with a roadway base and finished in a grass surface; however, would remain unopened via a gate or similar access restriction. All properties with driveways on John St within the project limits would continue to have access on John St, except for 301 Main St S. Sidewalk on John St would connect to sidewalk on Queen St W, consistent with existing conditions, so pedestrian system connectivity would not be impacted by implementation of this design alternative. It is expected that traffic would modify their habits and customers that currently access Tim Hortons via John St would continue to do so, except from the northbound direction. Vehicles exiting Tim Hortons via John St would need to travel southbound on John St. Access to Tim Hortons via John Street is expected to generate additional vehicle traffic volumes on adjacent streets (James St, Waterloo St, John St S, North Water St and Miller St) as traffic would modify their habits on how John St is accessed for the purpose of visiting Tim Hortons from John St. Further, this alternative would impact residential/local traffic in that residential traffic movement is also restricted/controlled, especially those residents that normally use the Queen St W and

John St intersection. This design alternative also requires modification of Township operations (i.e., snow removal). Given that this alternative is not expected to mitigate traffic concerns (i.e., queuing traffic is shifted to the northbound lane), has the potential to increase traffic volumes on adjacent residential streets and imposes impacts to Township operations, this alternative is not recommended for further consideration as a feasible alternative.

Other design alternatives considered included adding a right turn lane into Tim Hortons from the northbound direction and shifting the alignment of the road further to the east for the left turn lane option (PIC proposed option); however, these designs were eliminated for further consideration since they did not address conflicts with existing trees and hydro poles and impacts to adjacent properties.

As presented in Table 3, Options 1A, 1B, 2 and 3 result in the same number of conflicts with trees and hydro poles, given that the proposed road cross-section is very similar between these options. Options 4 and 5 result in an increased number of conflicts with trees and hydro poles (Option 4 only) given the widened road cross-section. Options 4 and 5 also affect traffic movement, limit movement from adjacent properties, and both vary from the municipal standard for a local urban road, as shown in Attachment C.

Options 1A, 1B, 2 and 3 are reasonably consistent with current Township standards for a local urban road and provide similar levels of service to the local population that is consistently applied throughout the Township. It should be noted that if conflicts with existing hydro poles are to be avoided, the centreline of the road could be shifted to the west; however, this would increase conflicts with trees and result in similar removals as the design presented at the Public Information Centre (Attachment A) for each of these alternatives. Alternatively, the width of the roadway could be narrowed to 7.5 m to mitigate impacts to trees on the west side of the roadway; however, this would be a variation from the Township's standards for a local urban road. Given that parking is not permitted on either side of the roadway, a 7.5 m wide road could be feasible as two-way traffic would continue to be maintained. Optimization of any of the design alternatives is required during detailed design of the preferred design alternative.

If access from John St to the properties of 301 and 319 Main St S is to be maintained, then parking and stopping should continue to be prohibited on the east side of John St between Queen St W and Waterloo St and on the west side of John St between Queen St W and House 361 John St. If the John St access to 301 and 319 Main St S is to be closed or restricted, with an 8.5 m EP to EP (Options 2 and 3), then John St could be able to accommodate parking on one side of the street. A narrowed EP to EP (i.e., less than 8.5 m) would not be able to accommodate parking on the street. Given that Options 1A, 1B and 2 provide limited benefits to all stakeholders, they are not preferred. Option 3 (road width consistent with the municipal standard, with one lane of through traffic in each direction and northbound exit only from Tim Hortons on John St) is expected to mitigate concerns from the local population and adjacent property owners and continue to Tim Hortons' John St access for garbage and delivery traffic and patron movement from the property. In terms of compromise between all stakeholder and Township interests, Option 3 would be preferred; however, an additional traffic count should be completed while the Tim Hortons John St access is closed. Data collected from this traffic count could be used to understand impacts to traffic movement and volume on Main St S and potentially within the Tim Hortons property. The results can be used to further evaluate the shortlisted design alternatives (Options 1A, 1B, 2 and 3) to identify the recommended design alternative and continue with detailed design, tendering and construction of the project.

7.0 Recommendations

After careful review of the design options, the following is recommended:

- Implementing the Township's municipal standard for an urban local street (8.5 m width), combined with

restricting the Tim Hortons John St access to northbound exit only, as presented in Option 3 (refer to snippet in Image 1, below, and Attachment B) is recommended to best mitigate stakeholder and Township concerns relating to traffic, trees and utilities, and to maintain the intended use of John St as a local urban road in a residential neighbourhood.

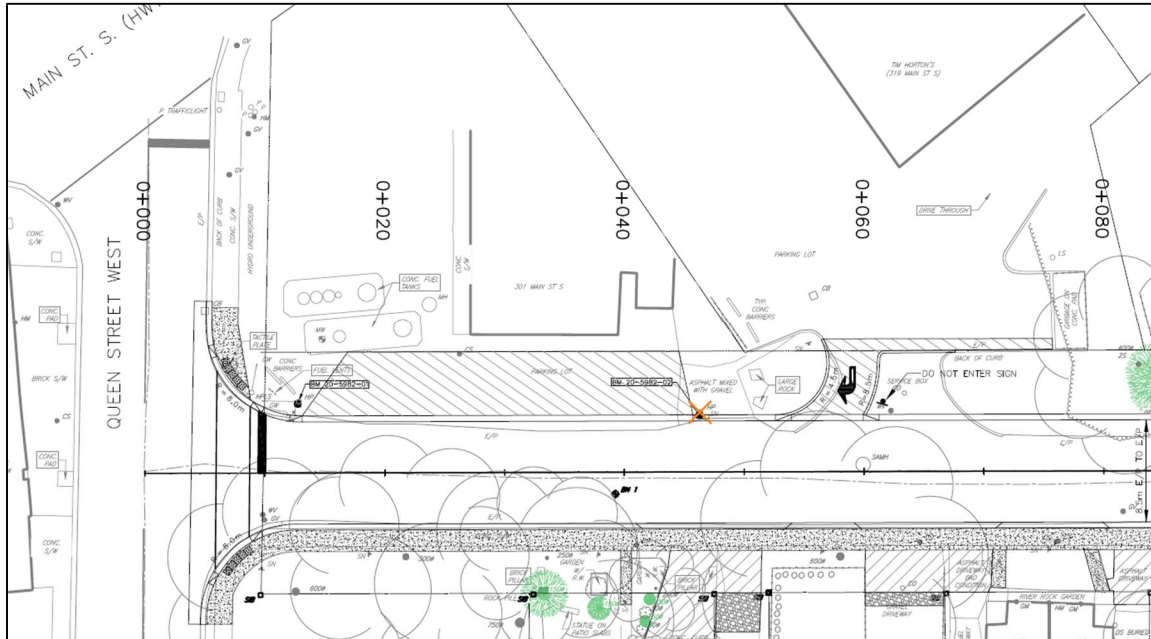


Image 1 – Snippet of Preliminary Design Option 3

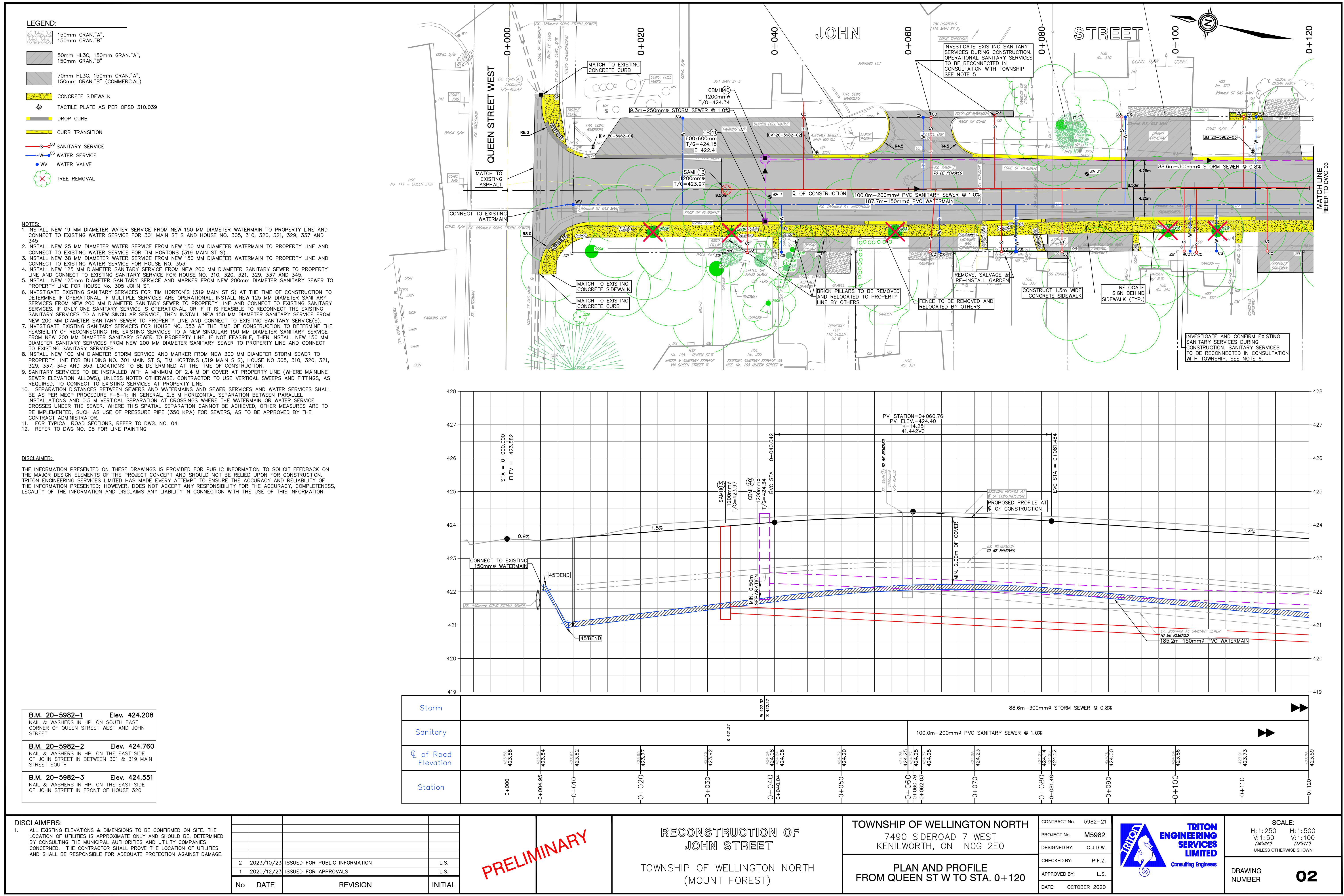
- An additional traffic count should be completed while the Tim Hortons John St access is closed during the busiest 8-hours of traffic, to understand impacts, if any, to traffic volume and movement on Main St S and within the Tim Hortons property (Tim Hortons responsibility) and to confirm the recommended design alternative.

We trust that this information is satisfactory for your present requirements and should you have any questions, please do not hesitate to contact us.

Attachment A

PIC Drawings





- LEGEND:**
- 150mm GRAN."A", 150mm GRAN."B"
 - 50mm HL.3C, 150mm GRAN."A", 150mm GRAN."B"
 - 70mm HL.3C, 150mm GRAN."A", 150mm GRAN."B" (COMMERCIAL)
 - CONCRETE SIDEWALK
 - TACTILE PLATE AS PER OPSD 310.039
 - DROP CURB
 - CURB TRANSITION
 - S-S SANITARY SERVICE
 - W-W WATER SERVICE
 - WV WATER VALVE
 - TREE REMOVAL

- NOTES:**
1. INSTALL NEW 19 MM DIAMETER WATER SERVICE FROM NEW 150 MM DIAMETER WATERMAIN TO PROPERTY LINE AND CONNECT TO EXISTING WATER SERVICE FOR 301 MAIN ST S AND HOUSE NO. 305, 310, 320, 321, 329, 337 AND 345.
 2. INSTALL NEW 25 MM DIAMETER WATER SERVICE FROM NEW 150 MM DIAMETER WATERMAIN TO PROPERTY LINE AND CONNECT TO EXISTING WATER SERVICE FOR TIM HORTONS (319 MAIN ST S).
 3. INSTALL NEW 38 MM DIAMETER WATER SERVICE FROM NEW 150 MM DIAMETER WATERMAIN TO PROPERTY LINE AND CONNECT TO EXISTING WATER SERVICE FOR HOUSE NO. 353.
 4. INSTALL NEW 125 MM DIAMETER SANITARY SERVICE FROM NEW 200 MM DIAMETER SANITARY SEWER TO PROPERTY LINE AND CONNECT TO EXISTING SANITARY SERVICE FOR HOUSE NO. 310, 320, 321, 329, 337 AND 345.
 5. INSTALL NEW 125mm DIAMETER SANITARY SERVICE AND MARKER FROM NEW 200mm DIAMETER SANITARY SEWER TO PROPERTY LINE FOR HOUSE NO. 305 JOHN ST.
 6. INVESTIGATE EXISTING SANITARY SERVICES FOR TIM HORTONS (319 MAIN ST S) AT THE TIME OF CONSTRUCTION TO DETERMINE IF OPERATIONAL. IF MULTIPLE SERVICES ARE OPERATIONAL, INSTALL NEW 125 MM DIAMETER SANITARY SERVICES FROM NEW 200 MM DIAMETER SANITARY SEWER TO PROPERTY LINE AND CONNECT TO EXISTING SANITARY SERVICES. IF ONLY ONE SANITARY SERVICE IS OPERATIONAL, OR IF IT IS FEASIBLE TO RECONNECT THE EXISTING SANITARY SERVICES TO A NEW SINGULAR SERVICE, THEN INSTALL NEW 150 MM DIAMETER SANITARY SERVICE FROM NEW 200 MM DIAMETER SANITARY SEWER TO PROPERTY LINE AND CONNECT TO EXISTING SANITARY SERVICE(S).
 7. INVESTIGATE EXISTING SANITARY SERVICES FOR HOUSE NO. 353 AT THE TIME OF CONSTRUCTION TO DETERMINE THE FEASIBILITY OF RECONNECTING THE EXISTING SERVICES TO A NEW SINGULAR 150 MM DIAMETER SANITARY SERVICE FROM NEW 200 MM DIAMETER SANITARY SEWER TO PROPERTY LINE. IF NOT FEASIBLE, THEN INSTALL NEW 150 MM DIAMETER SANITARY SERVICES FROM NEW 200 MM DIAMETER SANITARY SEWER TO PROPERTY LINE AND CONNECT TO EXISTING SANITARY SERVICES.
 8. INSTALL NEW 100 MM DIAMETER STORM SERVICE AND MARKER FROM NEW 300 MM DIAMETER STORM SEWER TO PROPERTY LINE FOR BUILDING NO. 301 MAIN ST S, TIM HORTONS (319 MAIN S), HOUSE NO 305, 310, 320, 321, 329, 337, 345 AND 353. LOCATIONS TO BE DETERMINED AT THE TIME OF CONSTRUCTION.
 9. SANITARY SERVICES TO BE INSTALLED WITH A MINIMUM OF 2.4 M OF COVER AT PROPERTY LINE (WHERE MAINLINE SEWER ELEVATION ALLOWS), UNLESS NOTED OTHERWISE. CONTRACTOR TO USE VERTICAL SWEEPS AND FITTINGS, AS REQUIRED, TO CONNECT TO EXISTING SERVICES AT PROPERTY LINE.
 10. SEPARATION DISTANCES BETWEEN SEWERS AND WATERMAINS AND SEWER SERVICES AND WATER SERVICES SHALL BE AS PER MECP PROCEDURE F-6-1. IN GENERAL, 2.5 M HORIZONTAL SEPARATION BETWEEN PARALLEL INSTALLATIONS AND 0.5 M VERTICAL SEPARATION AT CROSSINGS WHERE THE WATERMAIN OR WATER SERVICE CROSSES UNDER THE SEWER. WHERE THIS SPATIAL SEPARATION CANNOT BE ACHIEVED, OTHER MEASURES ARE TO BE IMPLEMENTED, SUCH AS USE OF PRESSURE PIPE (350 KPA) FOR SEWERS, AS TO BE APPROVED BY THE CONTRACT ADMINISTRATOR.
 11. FOR TYPICAL ROAD SECTIONS, REFER TO DWG. NO. 04.
 12. REFER TO DWG. NO. 05 FOR LINE PAINTING

DISCLAIMER:

THE INFORMATION PRESENTED ON THESE DRAWINGS IS PROVIDED FOR PUBLIC INFORMATION TO SOLICIT FEEDBACK ON THE MAJOR DESIGN ELEMENTS OF THE PROJECT CONCEPT AND SHOULD NOT BE RELIED UPON FOR CONSTRUCTION. TRITON ENGINEERING SERVICES LIMITED HAS MADE EVERY ATTEMPT TO ENSURE THE ACCURACY AND RELIABILITY OF THE INFORMATION PRESENTED; HOWEVER, DOES NOT ACCEPT ANY RESPONSIBILITY FOR THE ACCURACY, COMPLETENESS, LEGALITY OF THE INFORMATION AND DISCLAIMS ANY LIABILITY IN CONNECTION WITH THE USE OF THIS INFORMATION.

B.M. 20-5982-1	Elev. 424.208
NAIL & WASHERS IN HP, ON SOUTH EAST CORNER OF QUEEN STREET WEST AND JOHN STREET	
B.M. 20-5982-2	Elev. 424.760
NAIL & WASHERS IN HP, ON THE EAST SIDE OF JOHN STREET IN BETWEEN 301 & 319 MAIN STREET SOUTH	
B.M. 20-5982-3	Elev. 424.551
NAIL & WASHERS IN HP, ON THE EAST SIDE OF JOHN STREET IN FRONT OF HOUSE 320	

Storm	88.6m-300mm ϕ STORM SEWER @ 0.8%														
Sanitary	100.0m-200mm ϕ PVC SANITARY SEWER @ 1.0%														
ϕ of Road Elevation	423.58	423.54	423.62	423.77	423.92	424.08	424.25	424.25	424.25	424.23	424.12	424.00	423.86	423.73	423.59
Station	0+000	0+004.95	0+010	0+020	0+030	0+040.04	0+050	0+060.76	0+062.03	0+070	0+081.48	0+090	0+100	0+110	0+120

DISCLAIMERS:

1. ALL DIMENSIONS & ELEVATIONS TO BE CONFIRMED ON SITE. THE LOCATION OF UTILITIES IS APPROXIMATE ONLY AND SHOULD BE DETERMINED BY CONSULTING THE MUNICIPAL AUTHORITIES AND UTILITY COMPANIES CONCERNED. THE CONTRACTOR SHALL PROVE THE LOCATION OF UTILITIES AND SHALL BE RESPONSIBLE FOR ADEQUATE PROTECTION AGAINST DAMAGE.

No	DATE	REVISION	INITIAL
2	2023/10/23	ISSUED FOR PUBLIC INFORMATION	L.S.
1	2020/12/23	ISSUED FOR APPROVALS	L.S.

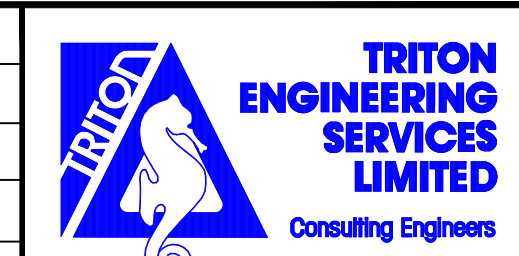
PRELIMINARY

RECONSTRUCTION OF JOHN STREET
TOWNSHIP OF WELLINGTON NORTH (MOUNT FOREST)

TOWNSHIP OF WELLINGTON NORTH
7490 SIDEROAD 7 WEST
KENILWORTH, ON N0G 2E0

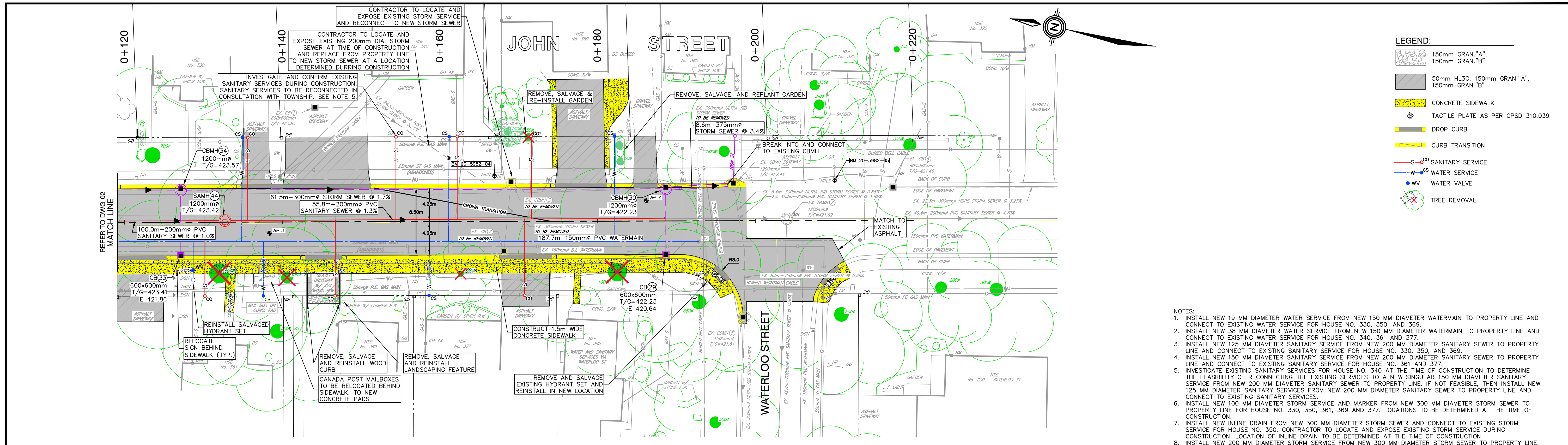
PLAN AND PROFILE FROM QUEEN ST W TO STA. 0+120

CONTRACT No. 5982-21
PROJECT No. M5982
DESIGNED BY: C.J.D.W.
CHECKED BY: P.F.Z.
APPROVED BY: L.S.
DATE: OCTOBER 2020



SCALE:
H: 1:250 H: 1:500
V: 1:50 V: 1:100
(85247) (173117)
UNLESS OTHERWISE SHOWN

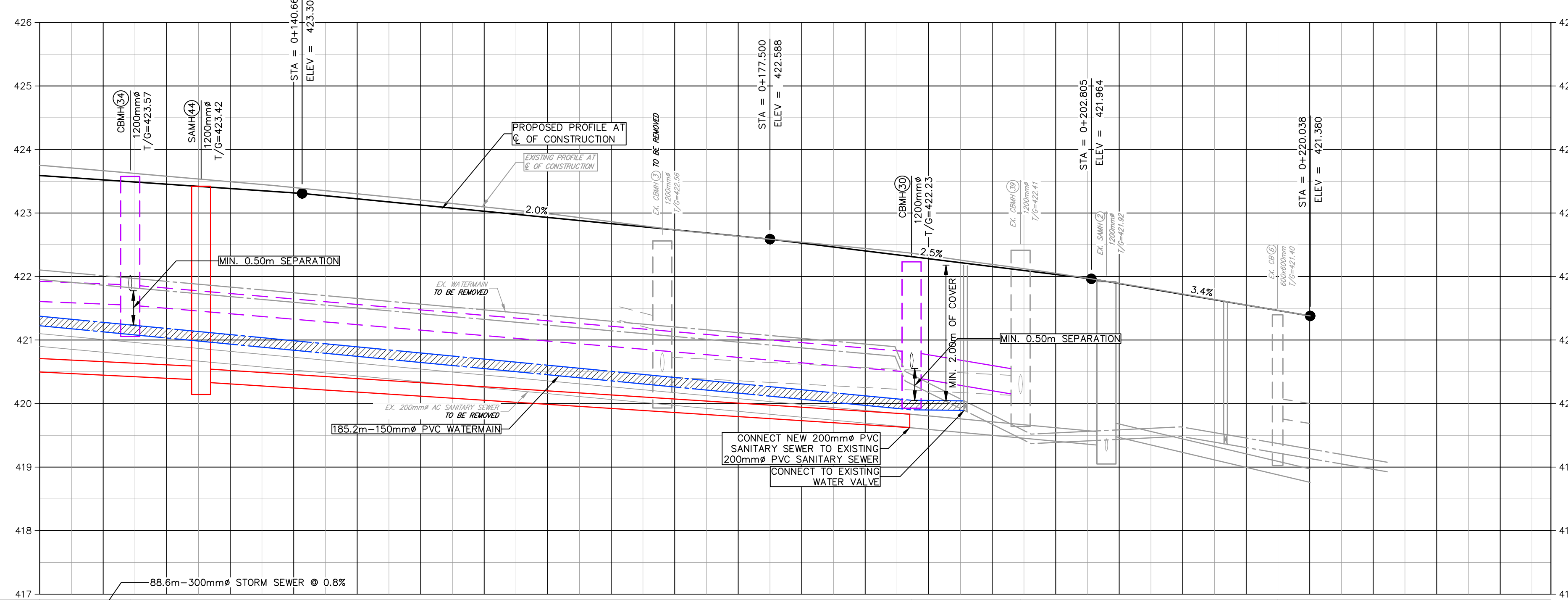
DRAWING NUMBER
02



- LEGEND:**
- 150mm GRAN."A", 150mm GRAN."B"
 - 50mm H.L.C., 150mm GRAN."A", 150mm GRAN."B"
 - CONCRETE SIDEWALK
 - TACTILE PLATE AS PER OPSD 310.039
 - DROP CURB
 - CURB TRANSITION
 - SANITARY SERVICE
 - WATER SERVICE
 - WATER VALVE
 - TREE REMOVAL

- NOTES:**
1. INSTALL NEW 19 MM DIAMETER WATER SERVICE FROM NEW 150 MM DIAMETER WATERMAIN TO PROPERTY LINE AND CONNECT TO EXISTING WATER SERVICE FOR HOUSE NO. 330, 350, AND 369.
 2. INSTALL NEW 38 MM DIAMETER WATER SERVICE FROM NEW 150 MM DIAMETER WATERMAIN TO PROPERTY LINE AND CONNECT TO EXISTING WATER SERVICE FOR HOUSE NO. 340, 361 AND 377.
 3. INSTALL NEW 125 MM DIAMETER SANITARY SERVICE FROM NEW 200 MM DIAMETER SANITARY SEWER TO PROPERTY LINE AND CONNECT TO EXISTING SANITARY SERVICE FOR HOUSE NO. 330, 350, AND 369.
 4. INSTALL NEW 150 MM DIAMETER SANITARY SERVICE FROM NEW 200 MM DIAMETER SANITARY SEWER TO PROPERTY LINE AND CONNECT TO EXISTING SANITARY SERVICE FOR HOUSE NO. 361 AND 377.
 5. INVESTIGATE EXISTING SANITARY SERVICES FOR HOUSE NO. 340 AT THE TIME OF CONSTRUCTION TO DETERMINE THE FEASIBILITY OF RECONNECTING THE EXISTING SERVICES TO A NEW SINGULAR 150 MM DIAMETER SANITARY SERVICE FROM NEW 200 MM DIAMETER SANITARY SEWER TO PROPERTY LINE. IF NOT FEASIBLE, THEN INSTALL NEW 125 MM DIAMETER SANITARY SERVICES FROM NEW 200 MM DIAMETER SANITARY SEWER TO PROPERTY LINE AND CONNECT TO EXISTING SANITARY SERVICES.
 6. INSTALL NEW 100 MM DIAMETER STORM SERVICE AND MARKER FROM NEW 300 MM DIAMETER STORM SEWER TO PROPERTY LINE FOR HOUSE NO. 330, 350, 361, 369 AND 377. LOCATIONS TO BE DETERMINED AT THE TIME OF CONSTRUCTION.
 7. INSTALL NEW INLINE DRAIN FROM NEW 300 MM DIAMETER STORM SEWER AND CONNECT TO EXISTING STORM SERVICE FOR HOUSE NO. 350. CONTRACTOR TO LOCATE AND EXPOSE EXISTING STORM SERVICE DURING CONSTRUCTION. LOCATION OF INLINE DRAIN TO BE DETERMINED AT THE TIME OF CONSTRUCTION.
 8. INSTALL NEW 200 MM DIAMETER STORM SERVICE FROM NEW 300 MM DIAMETER STORM SEWER TO PROPERTY LINE AND CONNECT TO EXISTING STORM SERVICE FOR HOUSE NO. 340. CONTRACTOR TO LOCATE AND EXPOSE EXISTING STORM SERVICE DURING CONSTRUCTION.
 9. SANITARY SERVICES TO BE INSTALLED WITH A MINIMUM OF 2.4 M OF COVER AT PROPERTY LINE (WHERE MAINLINE SEWER ELEVATION ALLOWS), UNLESS NOTED OTHERWISE. CONTRACTOR TO USE VERTICAL SWEEPS AND FITTINGS, AS REQUIRED, TO CONNECT TO EXISTING SERVICES AT PROPERTY LINE.
 10. SEPARATION DISTANCES BETWEEN SEWERS AND WATERMANS AND SEWER SERVICES AND WATER SERVICES SHALL BE AS PER M.E.P. PROCEDURE F-6-1; IN GENERAL, 2.5 M HORIZONTAL SEPARATION BETWEEN PARALLEL INSTALLATIONS AND 0.5 M VERTICAL SEPARATION AT CROSSINGS WHERE THE WATERMAIN OR WATER SERVICE CROSSES UNDER THE SEWER. WHERE THIS SPATIAL SEPARATION CANNOT BE ACHIEVED, OTHER MEASURES ARE TO BE IMPLEMENTED, SUCH AS USE OF PRESSURE PIPE (350 KPA) FOR SEWERS, AS TO BE APPROVED BY THE CONTRACT ADMINISTRATOR.
 11. FOR TYPICAL ROAD SECTIONS, REFER TO DWG. NO. 04.

DISCLAIMER:
 THE INFORMATION PRESENTED ON THESE DRAWINGS IS PROVIDED FOR PUBLIC INFORMATION TO SOLICIT FEEDBACK ON THE MAJOR DESIGN ELEMENTS OF THE PROJECT CONCEPT AND SHOULD NOT BE RELIED UPON FOR CONSTRUCTION. TRITON ENGINEERING SERVICES LIMITED HAS MADE EVERY ATTEMPT TO ENSURE THE ACCURACY AND RELIABILITY OF THE INFORMATION PRESENTED; HOWEVER, DOES NOT ACCEPT ANY RESPONSIBILITY FOR THE ACCURACY, COMPLETENESS, LEGALITY OF THE INFORMATION AND DISCLAIMS ANY LIABILITY IN CONNECTION WITH THE USE OF THIS INFORMATION.



Storm	100.0m-200mm PVC SANITARY SEWER @ 1.0%	61.5m-300mm STORM SEWER @ 1.7%	8.6m-375mm STORM SEWER @ 3.4%	185.7m-150mm PVC WATERMAIN	55.8m-200mm PVC SANITARY SEWER @ 1.3%	300mm HOPE STORM SEWER @ 1.25%
Sanitary						
Of Road Elevation	423.58	423.40	423.20	422.99	422.74	422.05
Station	0+130	0+140	0+150	0+160	0+170	0+230

B.M. 20-5982-4	Elev. 423.256
NAIL & WASHERS IN HP, ON THE EAST SIDE OF JOHN STREET IN BETWEEN HOUSE 340 & HOUSE 350	
B.M. 20-5982-5	Elev. 422.275
NAIL & WASHERS IN HP, ON THE EAST SIDE OF JOHN STREET IN FRONT OF HOUSE 370	
B.M. 20-5982-6	Elev. 421.939
NAIL & WASHERS IN HP, ON SOUTH SIDE OF WATERLOO STREET IN FRONT OF HOUSE 220	

DISCLAIMERS:
 1. ALL EXISTING ELEVATIONS & DIMENSIONS TO BE CONFIRMED ON SITE. THE LOCATION OF UTILITIES IS APPROXIMATE ONLY AND SHOULD BE DETERMINED BY CONSULTING THE MUNICIPAL AUTHORITIES AND UTILITY COMPANIES CONCERNED. THE CONTRACTOR SHALL PROVE THE LOCATION OF UTILITIES AND SHALL BE RESPONSIBLE FOR ADEQUATE PROTECTION AGAINST DAMAGE.

No	DATE	REVISION	INITIAL
2	2023/10/23	ISSUED FOR PUBLIC INFORMATION	L.S.
1	2020/12/23	ISSUED FOR APPROVALS	L.S.

PRELIMINARY

RECONSTRUCTION OF JOHN STREET
 TOWNSHIP OF WELLINGTON NORTH (MOUNT FOREST)

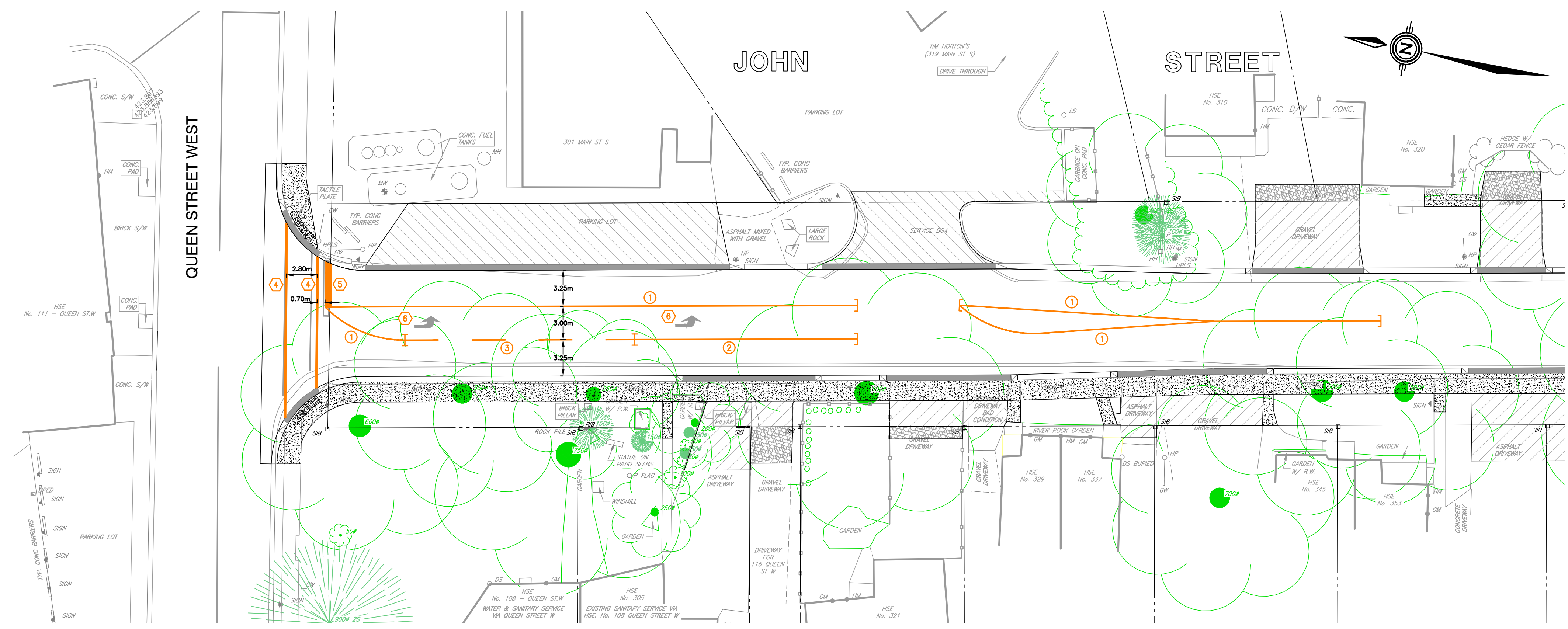
TOWNSHIP OF WELLINGTON NORTH
 7490 SIDEROAD 7 WEST
 KENILWORTH, ON N0G 2E0

PLAN AND PROFILE FROM STA. 0+120 TO WATERLOO ST

CONTRACT No. 5982-21
 PROJECT No. M5982
 DESIGNED BY: C.J.D.W.
 CHECKED BY: P.F.Z.
 APPROVED BY: L.S.
 DATE: OCTOBER 2020

SCALE:
 H: 1:250 H: 1:500
 V: 1:50 V: 1:100
 (065247) (175117)
 UNLESS OTHERWISE SHOWN

DRAWING NUMBER
03



- LEGEND – PAVEMENT MARKINGS**
- 1. SOLID YELLOW, 10cm
 - 2. SOLID WHITE, 10cm
 - 3. 333 DASHED WHITE, 10cm
 - 4. SOLID WHITE, 20cm
 - 5. SOLID WHITE, 60cm
 - 6. SYMBOLS
-]] LIMITS OF MARKINGS
- NOTES:**
- 1. ○ – DENOTES PAVEMENT MARKING
 - 2. ⊙ – DENOTES PAVEMENT MARKING, DURABLE

DISCLAIMER:
 THE INFORMATION PRESENTED ON THESE DRAWINGS IS PROVIDED FOR PUBLIC INFORMATION TO SOLICIT FEEDBACK ON THE MAJOR DESIGN ELEMENTS OF THE PROJECT CONCEPT AND SHOULD NOT BE RELIED UPON FOR CONSTRUCTION. TRITON ENGINEERING SERVICES LIMITED HAS MADE EVERY ATTEMPT TO ENSURE THE ACCURACY AND RELIABILITY OF THE INFORMATION PRESENTED; HOWEVER, DOES NOT ACCEPT ANY RESPONSIBILITY FOR THE ACCURACY, COMPLETENESS, LEGALITY OF THE INFORMATION AND DISCLAIMS ANY LIABILITY IN CONNECTION WITH THE USE OF THIS INFORMATION.

DISCLAIMERS:

- ALL EXISTING ELEVATIONS & DIMENSIONS TO BE CONFIRMED ON SITE. THE LOCATION OF UTILITIES IS APPROXIMATE ONLY AND SHOULD BE DETERMINED BY CONSULTING THE MUNICIPAL AUTHORITIES AND UTILITY COMPANIES CONCERNED. THE CONTRACTOR SHALL PROVE THE LOCATION OF UTILITIES AND SHALL BE RESPONSIBLE FOR ADEQUATE PROTECTION AGAINST DAMAGE.

No	DATE	REVISION	INITIAL
1	2023/12/23	ISSUED FOR PUBLIC INFORMATION	L.S.

No	DATE	REVISION	INITIAL

PRELIMINARY

**RECONSTRUCTION OF
JOHN STREET**

TOWNSHIP OF WELLINGTON NORTH
(MOUNT FOREST)

TOWNSHIP OF WELLINGTON NORTH
 7490 SIDEROAD 7 WEST
 KENILWORTH, ON N0G 2E0

**LINE PAINTING
AND MARKINGS PLAN**

CONTRACT No.	5982-21
PROJECT No.	M5982
DESIGNED BY:	C.J.D.W.
CHECKED BY:	P.F.Z.
APPROVED BY:	L.S.
DATE:	JANUARY 2021



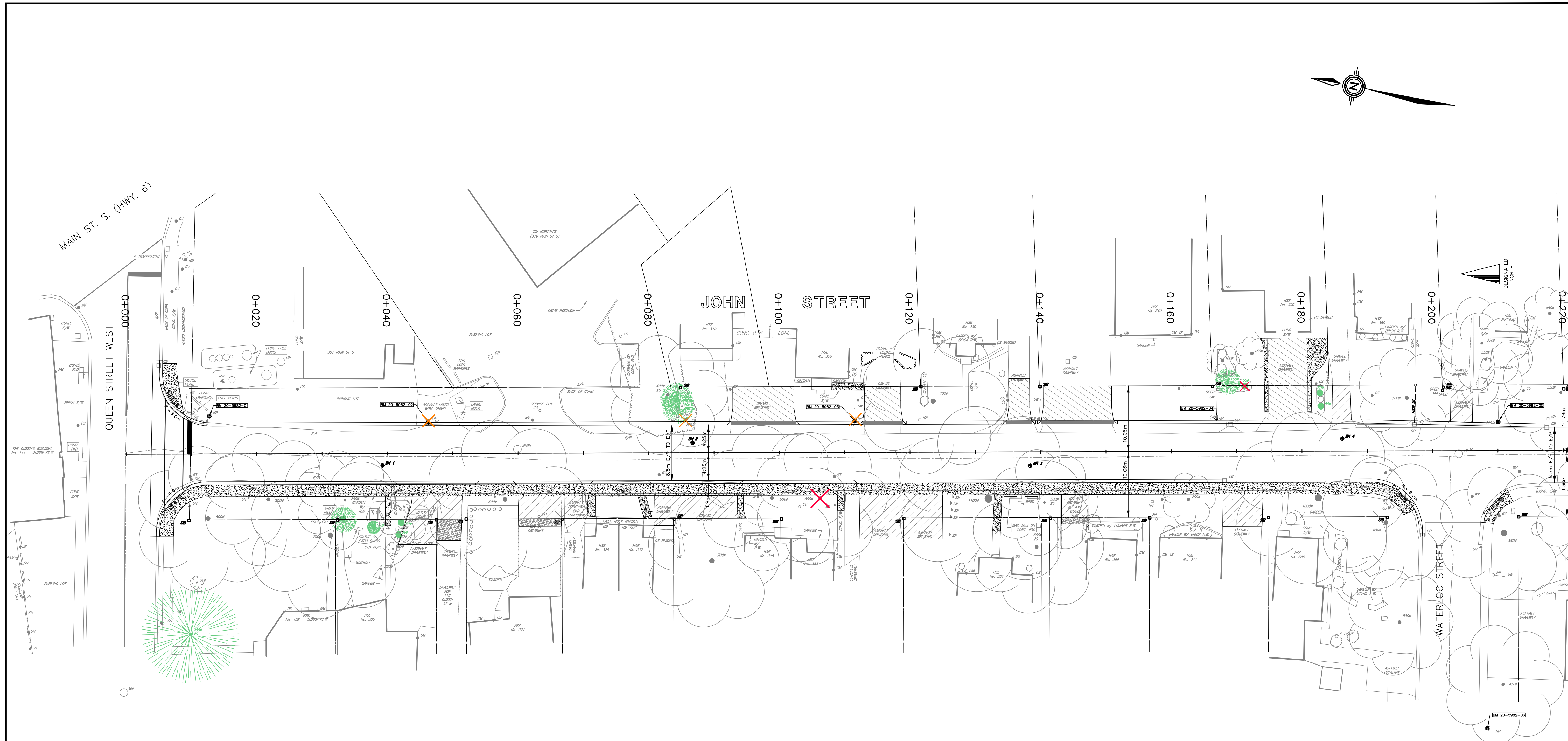
SCALE:	
1:250	1:500
(08247)	(175117)
UNLESS OTHERWISE SHOWN	
DRAWING NUMBER	05

ARCH - full bleed D (36.00 x 24.00 inches)

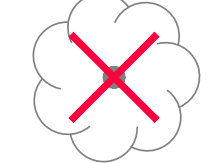

Attachment B

Preliminary Plans of Design Alternatives





LEGEND:

-  TREE REMOVAL
-  HYDRO POLE REQUIRES RELOCATION DUE TO ENCROACHMENT ON CURB

DISCLAIMERS:
 1. ALL EXISTING ELEVATIONS & DIMENSIONS TO BE CONFIRMED ON SITE. THE LOCATION OF UTILITIES IS APPROXIMATE ONLY AND SHOULD BE DETERMINED BY CONSULTING THE MUNICIPAL AUTHORITIES AND UTILITY COMPANIES CONCERNED. THE CONTRACTOR SHALL PROVE THE LOCATION OF UTILITIES AND SHALL BE RESPONSIBLE FOR ADEQUATE PROTECTION AGAINST DAMAGE.

No	DATE	REVISION	INITIAL
0	JUN. 2024	PRELIMINARY	PFZ

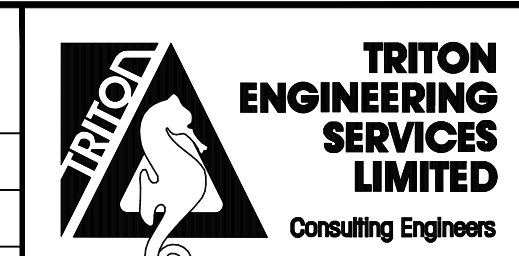
**RECONSTRUCTION OF
JOHN STREET**

TOWNSHIP OF WELLINGTON NORTH
(MOUNT FOREST)

TOWNSHIP OF WELLINGTON NORTH
7490 SIDEROAD 7 WEST
KENILWORTH, ON N0G 2G0

**OPTION 2
LOCAL URBAN STREET CROSS SECTION**

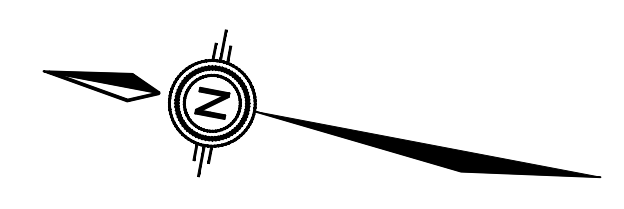
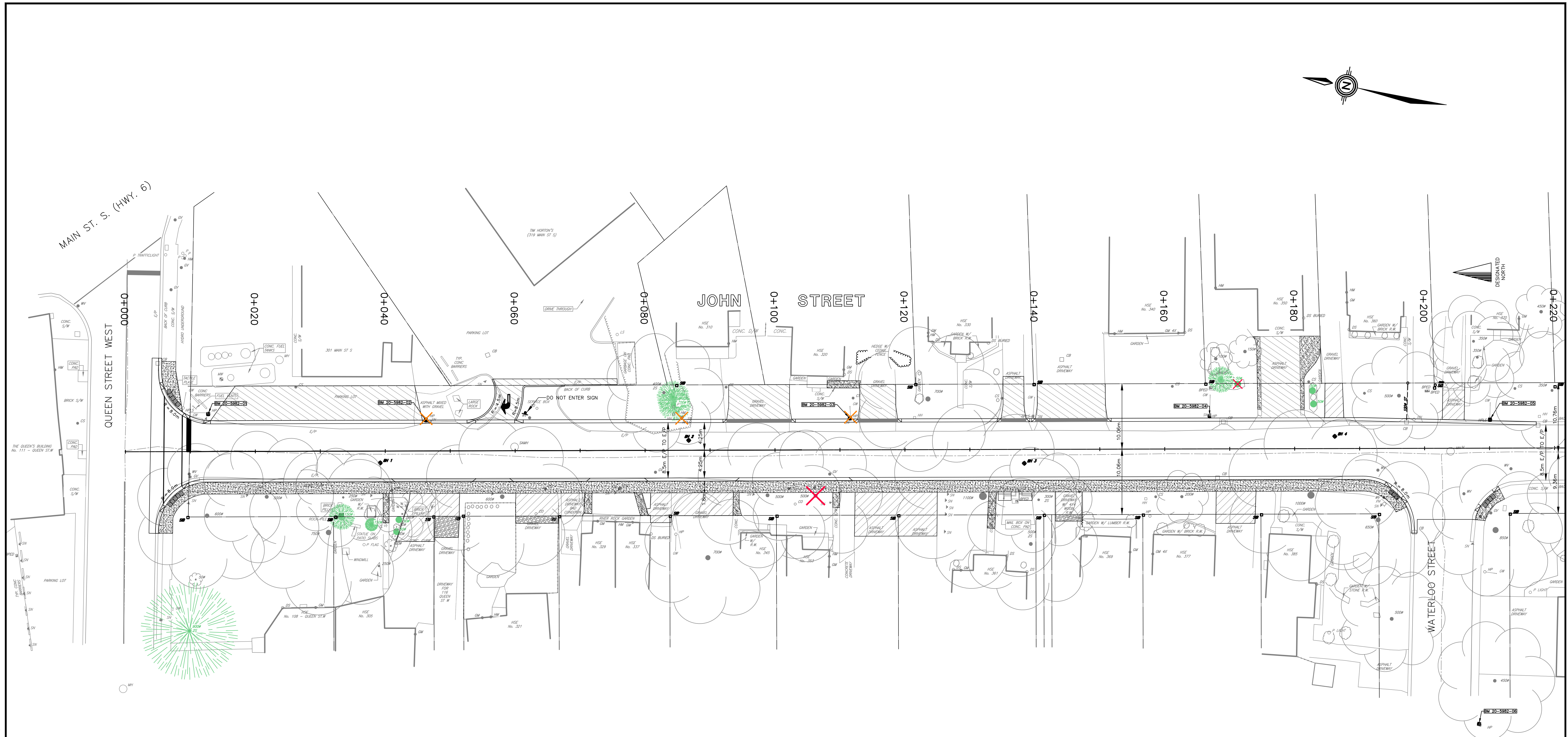
PROJECT No
M5982
DESIGNED BY: ASB
CHECKED BY: LS
APPROVED BY: PFZ
DATE: JUNE 2024



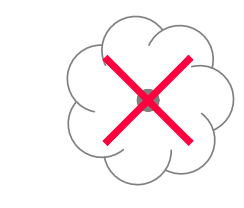
SCALE:
H: 1:300 H: 1:600
V: - V: -
(06/24) (07/17)
UNLESS OTHERWISE SHOWN

DRAWING NUMBER **SK-3**

C:\wellington_north - map\01\m5982 - map\01\m5982 - john st recon (urban st w to waterloo st) mtl forest\land and street\m5982 option 2.dwg - 2024-07-02 - addendum



LEGEND:



TREE REMOVAL



HYDRO POLE REQUIRES RELOCATION DUE TO ENCROACHMENT ON CURB

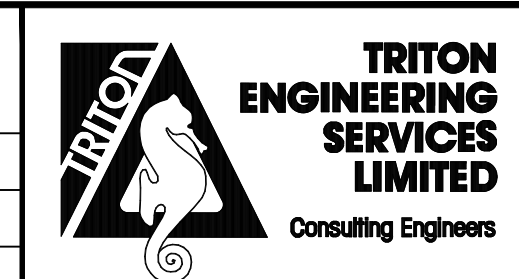
DISCLAIMERS:
 1. ALL EXISTING ELEVATIONS & DIMENSIONS TO BE CONFIRMED ON SITE. THE LOCATION OF UTILITIES IS APPROXIMATE ONLY AND SHOULD BE DETERMINED BY CONSULTING THE MUNICIPAL AUTHORITIES AND UTILITY COMPANIES CONCERNED. THE CONTRACTOR SHALL PROVE THE LOCATION OF UTILITIES AND SHALL BE RESPONSIBLE FOR ADEQUATE PROTECTION AGAINST DAMAGE.

No	DATE	REVISION	INITIAL
0	JUN. 2024	PRELIMINARY	PFZ

**RECONSTRUCTION OF
 JOHN STREET**
 TOWNSHIP OF WELLINGTON NORTH
 (MOUNT FOREST)

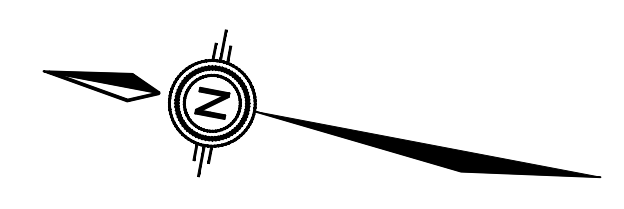
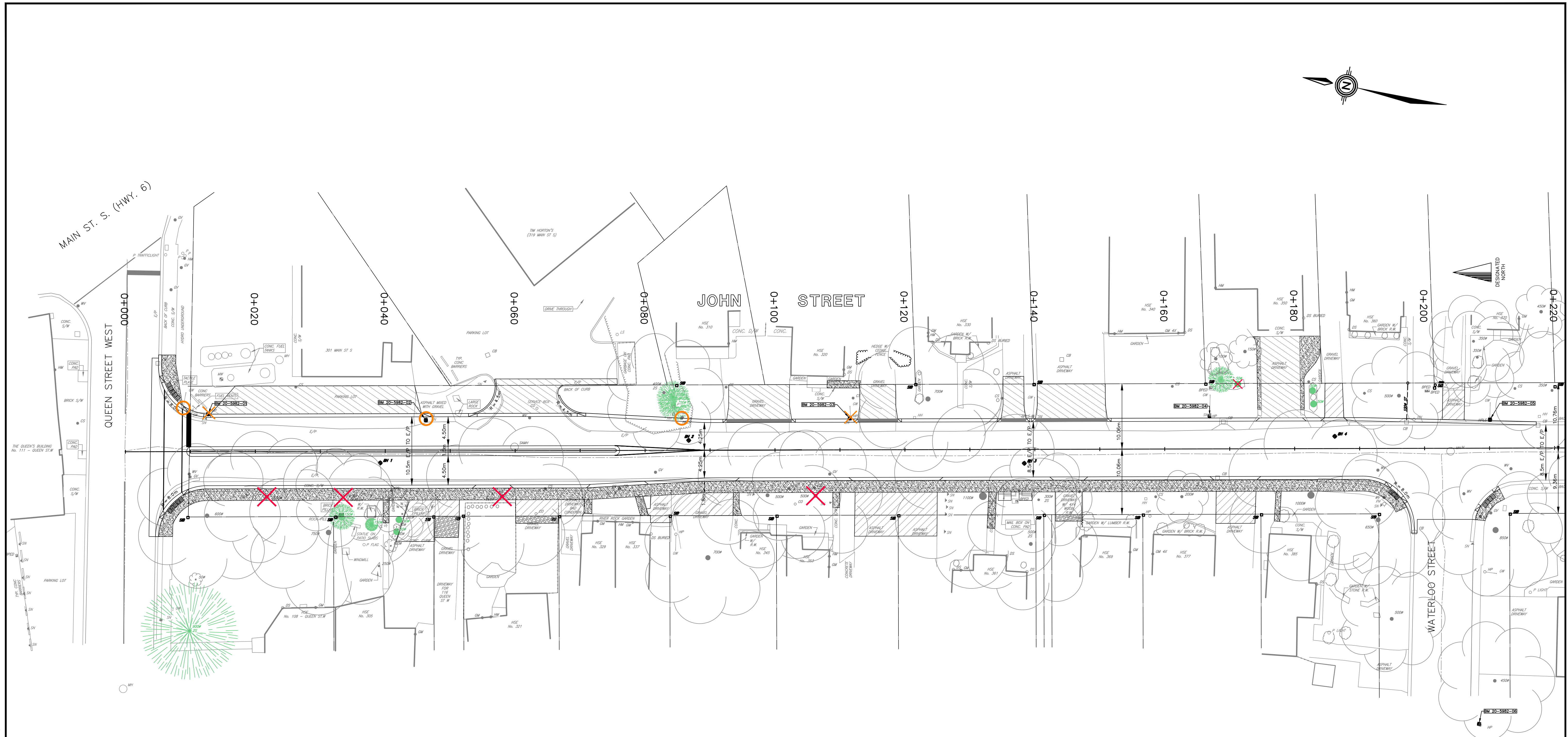
TOWNSHIP OF WELLINGTON NORTH
 7490 SIDEROAD 7 WEST
 KENILWORTH, ON N0G 2G0
**OPTION 3 - LOCAL URBAN STREET
 CROSS SECTION, RIGHT TURN EXIT
 ONLY FROM 319 MAIN ST. S.**

PROJECT No
M5982
 DESIGNED BY: ASB
 CHECKED BY: LS
 APPROVED BY: PFZ
 DATE: JUNE 2024

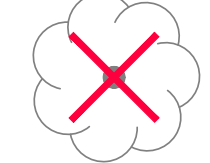




SCALE:
 H: 1:300 H: 1:600
 V: - V: -
 (06/24) (07/17)
 UNLESS OTHERWISE SHOWN
 DRAWING NUMBER
SK-4

C:\Wellington_north - map_01\m5982 - map_01\m5982 - john_st_recon (urban st. to waterloo st).mxd, forest/util and street/utilities.mxd, 02.dwg - 2024-07-02 - addendum



LEGEND:

-  TREE REMOVAL
-  HYDRO POLE RELOCATION DUE TO CONFLICT
-  HYDRO POLE REQUIRES RELOCATION DUE TO ENCROACHMENT ON CURB

C:\wellington_north - map_01\m5982 - map_01\m5982 - john_41_recon (dawn et al in Waterloo).dwg - 2024-07-02 - addendum

DISCLAIMERS:
 1. ALL EXISTING ELEVATIONS & DIMENSIONS TO BE CONFIRMED ON SITE. THE LOCATION OF UTILITIES IS APPROXIMATE ONLY AND SHOULD BE DETERMINED BY CONSULTING THE MUNICIPAL AUTHORITIES AND UTILITY COMPANIES CONCERNED. THE CONTRACTOR SHALL PROVE THE LOCATION OF UTILITIES AND SHALL BE RESPONSIBLE FOR ADEQUATE PROTECTION AGAINST DAMAGE.

No	DATE	REVISION	INITIAL
0	JUN. 2024	PRELIMINARY	PFZ

**RECONSTRUCTION OF
 JOHN STREET**
 TOWNSHIP OF WELLINGTON NORTH
 (MOUNT FOREST)

TOWNSHIP OF WELLINGTON NORTH
 7490 SIDEROAD 7 WEST
 KENILWORTH, ON N0G 2G0
**OPTION 4
 CENTRE MEDIAN**

PROJECT No
M5982
 DESIGNED BY: ASB
 CHECKED BY: LS
 APPROVED BY: PFZ
 DATE: JUNE 2024

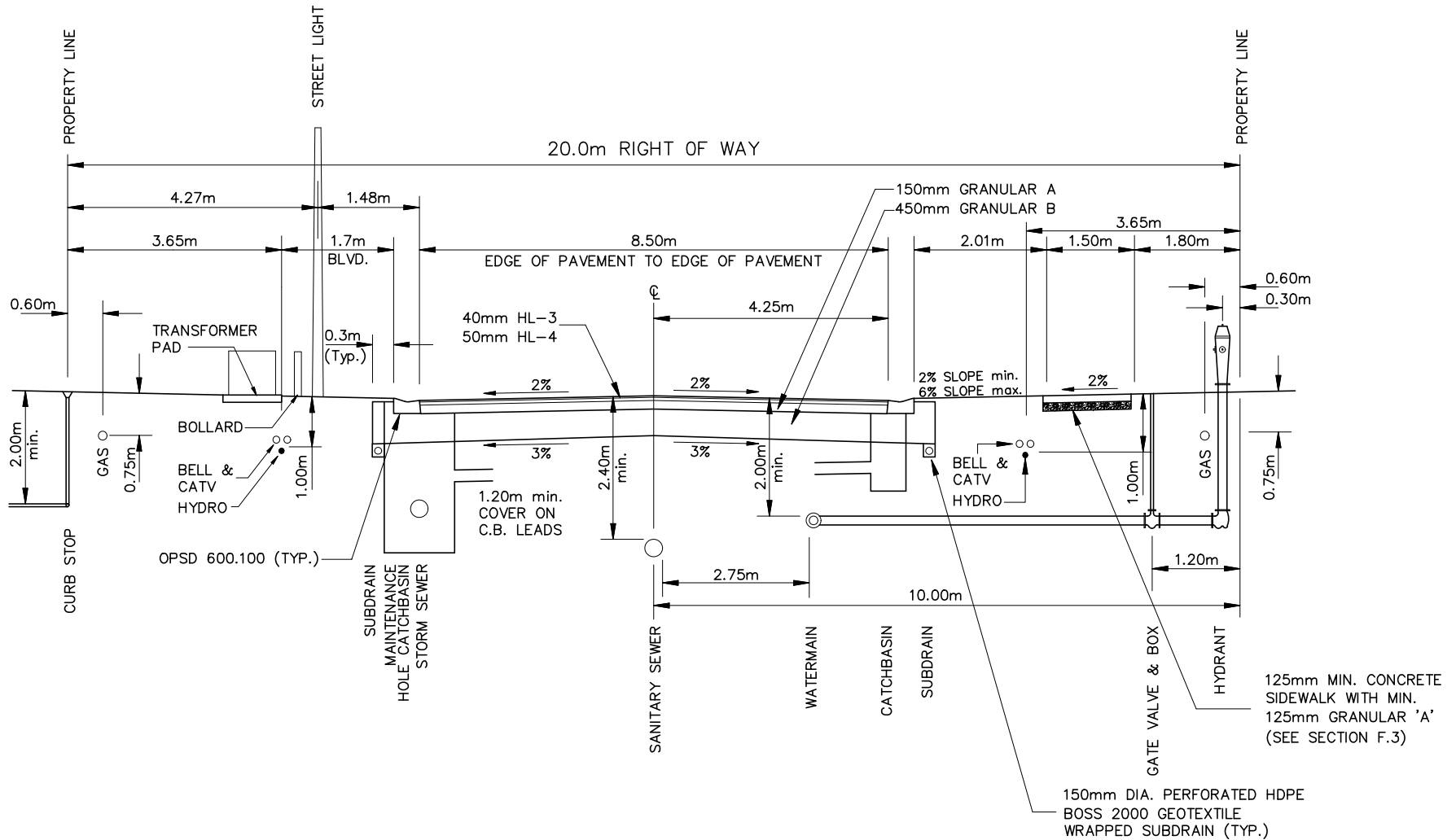


SCALE:
 H: 1:300 H: 1:600
 V: - V: -
 (06247) (07517)
 UNLESS OTHERWISE SHOWN
DRAWING NUMBER
SK-5

Attachment C

Municipal Standard Cross-Section, Local Street – 20 m ROW





NOTES:

1. BOLLARDS ARE NOT TYPICALLY REQUIRED, RATHER THEY ARE ASSESSED ON A CASE-BY-CASE BASIS AND AT THE SOLE DISCRETION OF WELLINGTON NORTH POWER INC. AND THE TOWNSHIP.
2. CATCHBASIN LEADS TO HAVE A MINIMUM 1% SLOPE.

TOWNSHIP OF WELLINGTON NORTH	DATE APRIL, 2022	REV. 3
STANDARD CROSS-SECTION LOCAL STREET - 20.0m R.O.W.		STD. R1

RECONSTRUCTION OF JOHN ST

Mount Forest, Ontario

TRAFFIC IMPACT BRIEF



**TRITON
ENGINEERING
SERVICES
LIMITED**

Consulting Engineers

September 9, 2024

Reconstruction of John St, Mount Forest
Traffic Impact Brief
Township of Wellington North

Table of Contents

- 1.0 INTRODUCTION 1
- 2.0 EXISTING CONDITIONS 1
 - 2.1 Road Network 1
 - 2.2 Adjacent Land Use 3
 - 2.3 Tim Horton’s Site 3
- 3.0 PROPOSED JOHN STREET ROAD IMPROVEMENTS 4
- 4.0 EXISTING TRAFFIC COUNTS..... 4
 - 4.1 LEVEL OF SERVICE ANALYSIS – EXISTING CONDITIONS..... 5
- 5.0 IMPACTS OF RESTRICTED ENTRANCE 6
 - 5.1 LEVEL OF SERVICE ANALYSIS – RESTRICTED JOHN STREET
ENTRANCE 6
 - 5.2 DRIVE THROUGH STORAGE ANALYSIS 7
- 6.0 CONCLUSIONS AND RECOMMENDATIONS..... 8

Reconstruction of John St, Mount Forest
Traffic Impact Brief
Township of Wellington North

List of Tables

Table 1: Existing Conditions Tim Hortons Entrance Volumes – Tuesday April 24, 2024	5
Table 2: Tim Hortons John Street Entrance Volumes (Manual Counts) – Tuesday July 23, 2024	5
Table 3: Existing Conditions Level of Service	5
Table 4: Restricted John Street Entrance Tim Hortons Traffic Volumes	6
Table 5: Restricted John Street Entrance Level of Service	6
Table 6: Tim Hortons South Entrance Volumes (Manual Counts)	7

List of Figures

Figure 1:	2024 Existing Peak Hour Traffic
Figure 2:	2024 Existing Peak Hour Traffic with Restricted John Street Entrance

Appendices

Appendix A – Municipal Standard for Local Street
Appendix B – Proposed Preliminary Design: Reconstruction of John St, Mount Forest
Appendix C – Level of Service Definitions
Appendix D – Level of Service Calculations

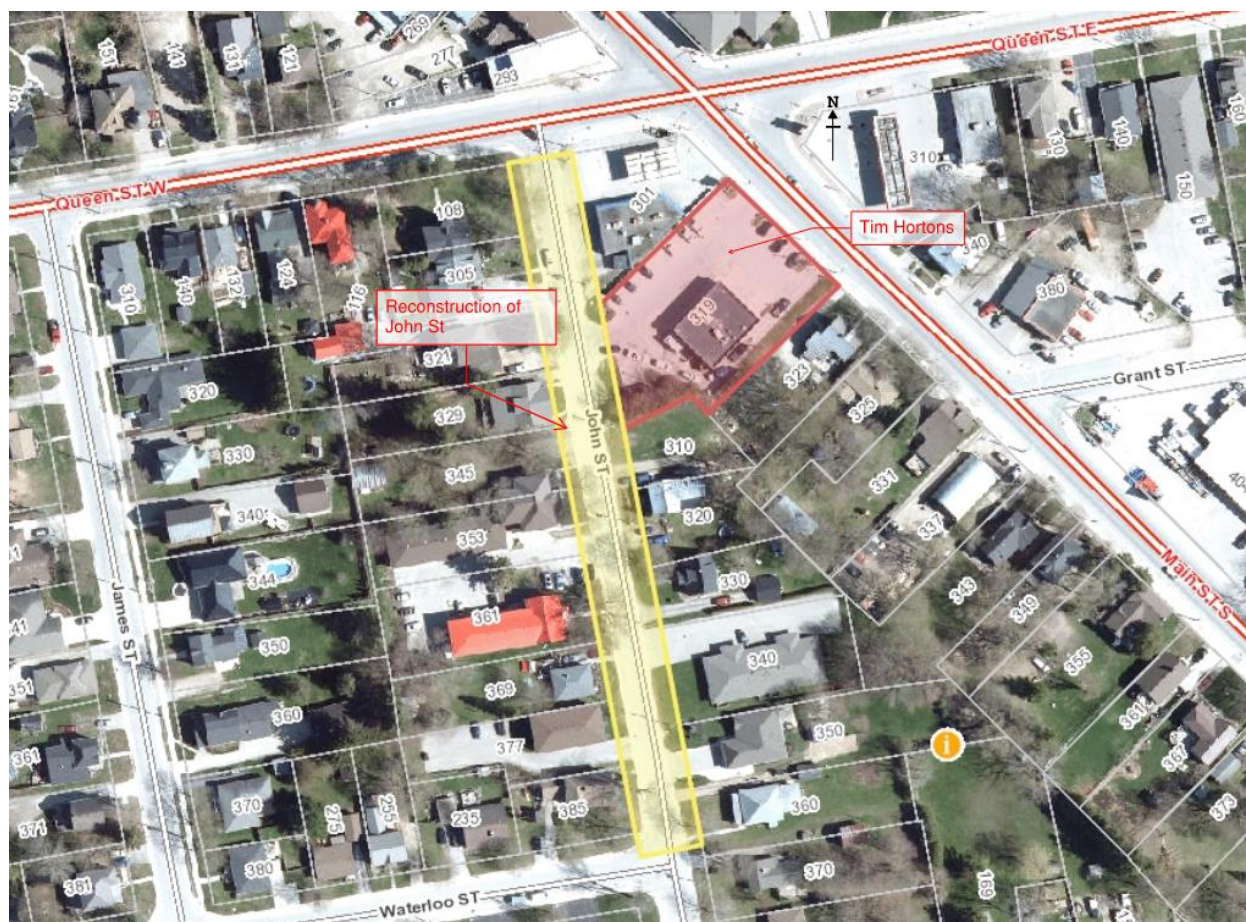
1.0 INTRODUCTION

The Township of Wellington North (Township) retained the services of Triton Engineering Services Limited (Triton) to undertake a traffic impact brief to support the design of the Reconstruction of John Street, Mount Forest between Queen St W (Hwy-89) and Waterloo St. It is our understanding that the purpose of the traffic impact brief is to address the impact of Tim Hortons (319 Main St S) customer traffic on the adjacent road system and to determine what improvements may be required at 319 Main St S and/or John St for consideration of incorporating into the design of the reconstruction project. The traffic impact brief will evaluate existing traffic conditions and traffic conditions when Tim Hortons' John Street entrance is restricted to determine if traffic will be negatively impacted with the John Street entrance restriction.

2.0 EXISTING CONDITIONS

2.1 Road Network

The Tim Hortons is located at 319 Main St S, Mount Forest. The property is bounded to the east by Main St S (Hwy-6), to the north by 301 Main St S (former gas station/convenience store location, currently vacant), to the west by John St and to the south by residential properties that front John St and Main St S. The location of the Tim Hortons is shown on the Key Plan, below.



Key Plan

John St is a local residential street under the jurisdiction of the Township. The existing John Street cross-section is semi-urbanized, with paved one through lane in each direction and sidewalk on the west side of the road. It has an assumed speed limit of 50 km/hr. Queen St W (Hwy-89) is a Connecting Link arterial road with a posted speed limit of 50 km/hr. Queen St W is under the jurisdiction of the Township; however, the Ontario Ministry of Transportation (MTO) must review and approve all traffic control devices on the roadway prior to installation. The typical cross-section of Queen St W is urbanized, with one through lane in each direction, curb and gutter, and sidewalk on both sides of the road. Main St S (Hwy-6) is a Connecting Link arterial road with a posted speed limit of 50 km/hr. The typical cross-section of Main St S is urbanized, with curb and gutter, sidewalk on both sides of the road, and has one through lane in either direction and a right-turn slip lane in the northeast bound direction at the intersection with Queen St E. The intersection of Main St S and Queen St is located approximately 25 m north of the Tim Hortons north access (in/out) and 55 m north of the Tim Hortons south access (exit only) on Main St S.

Per the Township's By-Law 6000-23, parking is not permitted at any time on John St from Queen St W to 191 m south to Waterloo St on either side of the roadway, except for the east side between 79 m and 89 m south of Queen St W for mail pickup and delivery. Stopping is also not permitted within the same no-parking limits. Signage is posted on John St to indicate the parking and stopping prohibitions, consistent with the Township's By-Law 6000-23; however, it is understood

that traffic has been observed not obeying the posted signage and the southbound lane is typically used as an overflow stacking lane for the Tim Hortons drive through at 319 Main St S. The overflow drive through queuing on John St is understood to be problematic for local traffic using John St as it is difficult to navigate around the queued traffic and difficult for residents to access/exit their driveways where traffic is queued. Queuing traffic on John St predominantly occurs in the southbound direction, but has also been observed in the northbound direction, to the south of 319 Main St S.

2.2 Adjacent Land Use

Land use adjacent to the east and west sides of John St is residential (medium and high-density), except for the properties of 301 and 319 Main St S, located on the east side of John St, and bounded by Main St S to the east and Queen St W to the north, which are zoned for commercial land use. 301 Main St S is currently a vacant property, formerly used as a gas station and convenience store outlet. The former gas station and building structures remain on the property. 319 Main St S is currently leased by Tim Hortons.

2.3 Tim Horton's Site

A review of the approved Site Plan for Tim Hortons at 319 Main St S, dated June 1995, as referenced in the Site Plan Agreement for the property, indicates that parking along the north side of the building is to be parallel to the building; however, existing conditions have parking stalls perpendicular to the building along the north side of the building, which narrows the width for through and parked traffic to navigate through the Tim Hortons site. It is understood that drive through traffic was initially intended to queue within the Tim Hortons parking lot, but site users have modified their habits to overflow and stack onto John St instead. It should be noted that the first no parking signs were installed on John Street (west side of John St, from Queen St W to 40 m south of Queen St) as part of traffic by-law (37-95) in November 1995. This by-law and parking restrictions were implemented to support the intent of the Tim Hortons John St access for service vehicles only, following the signing of the Site Plan Approval of Tim Hortons on September 1995.

It should be noted that since the business opened, drive through traffic volume has increased as Tim Hortons expanded their service (i.e., hours, "tap" payment methods, etc.) and menu, which has been observed to have generated an increased volume of non-residential/local traffic on John St in the immediate area of the Tim Hortons access. Due to this, the Township had expanded the no parking and no stopping zones on John Street (by-law 044-2003). It is understood, based on the Site Plan and history of the Township's parking by-law, that the purpose of the John St access shown on the Site Plan is for delivery and garbage truck access, which are located at the rear/west side of the building. Further, there is an absence of "enter/exit" signage to the Tim Hortons property at the John St access, which supports that this access was not originally intended for public use and/or drive through stacking. The neighbouring vacant property at 301 Main St S has also been observed being used as an overflow parking area for oversized vehicles and/or when the Tim Hortons parking lot is at capacity.

The Township has met with Tim Hortons and the owner of 319 Main St S, following feedback on the project after the PIC, to discuss concerns regarding overflow drive through and parking traffic creating a public nuisance on John St and the neighbouring property. The Township has

requested Tim Hortons to provide background information related to their drive through stacking design and to define the intent of the approved Site Plan, for consideration in finalization in the design for the reconstruction of John St project.

3.0 PROPOSED JOHN STREET ROAD IMPROVEMENTS

The recommended design for the reconstruction of John St is to implement the Township's municipal standard for an urban local street, with two through lanes of travel, one in each direction, curb and gutter, sidewalk on the west side of the road and restriction of the Tim Hortons John St access such that it is reduced to northbound exit only onto John St. A copy of the Township's standard drawing for a local urban street is provided in Appendix A. A sketch of the recommended proposed preliminary design for the reconstruction of John St is provided in Appendix B.

4.0 EXISTING TRAFFIC COUNTS

A 24-hour automated traffic count was completed on Wednesday April 24, 2024, at two locations on John St and two locations on Main St S, Mount Forest. Analysis of the count was completed and documented in the Memorandum, Re: Road Design Alternatives, Reconstruction of John St, Mount Forest, dated August 7, 2024, prepared by Triton. The analysis concluded that most of the traffic on John St is a result of the Tim Hortons establishment, specifically southbound traffic between Queen St W and the Tim Hortons' access on John St; however, the Tim Hortons also generates traffic on John St from exiting the property and travelling in the northbound direction. Further, this traffic impacts the movement of vehicles on John St, particularly those travelling in the southbound direction from Queen St W.

Based on the April 2024 24-hour traffic count analysis, it was recommended that an 8-hour traffic count should be completed during the busiest 8-hours of traffic, while the Tim Hortons John St access is closed, to understand impacts to traffic movement and volume on Main St S and potentially within the Tim Hortons property. Since the 24-hour traffic count did not collect traffic turning movement data, it was recommended that an 8-hour traffic count be collected while the Tim Hortons John St access was open, to document baseline conditions, for comparison to the 8-hour traffic count conducted while the John St access to/from Tim Hortons was closed. The busiest 8-hours of traffic, based on the 24-hour traffic data and consistent with Tim Hortons busiest hours of operation at this location as confirmed by the franchisee, are as follows:

- 7:00 am to 10:00 am
- 11:00 am to 2:00 pm
- 4:00 pm to 6:00 pm

Triton conducted the baseline 8-hour traffic count on Tuesday July 23, 2024, and the 8-hour count while Tim Hortons John St access was closed was conducted on Wednesday July 30, 2024. Peak hour traffic volumes are illustrated in Figure 1 and Figure 2 for each scenario. Data collected during the weekdays are assumed to be representative of an average day. It should be noted that on July 30, 2024, the Township closed John St to local traffic only between Queen St W and Waterloo St. Therefore, traffic movement was not collected on John St on July 30th as the data

would not be representative of expected typical traffic (while the Tim Hortons' John St entrance was closed).

Table 1 below illustrates the total volumes of traffic entering and exiting Tim Hortons during the AM and PM peak hours under existing conditions.

Table 1: Existing Conditions Tim Hortons Entrance Volumes – Tuesday April 24, 2024

Entrance	Volume Entering		Volume Exiting	
	AM	PM	AM	PM
Main Street – North Entrance	18	24	18	14
Main Street – South Entrance	N/A	N/A	92	58
John Street	103	58	22	15
Total	121	82	132	87

Table 2 below shows the peak hour volume of traffic on John Street with the entrance to Tim Hortons open. As shown, the manual counts confirm the conclusion from the automated counts that the majority of the traffic on John St is a result of the Tim Hortons establishment.

Table 2: Tim Hortons John Street Entrance Volumes (Manual Counts) – Tuesday July 23, 2024

Movement	Volume of Traffic	
	AM	PM
Southbound Thru	7	19
Northbound Thru	4	11
Entering Tim Hortons	103	58
Exiting Tim Hortons	22	15
Total	136	103

4.1 LEVEL OF SERVICE ANALYSIS – EXISTING CONDITIONS

The manual traffic counts were used to carry out a Level of Service analysis of the Main Street and Queen Street intersection and Tim Hortons entrance to create a baseline for comparison of the impact of restricting the John Street access to Tim Hortons. Levels of service were analyzed based on the *Highway Capacity Manual, 2000*, using Synchro 10 software version 10.1. The level of service definitions are included in Appendix C. The results of the analysis is shown in Table 3. The detailed capacity analyses are included in Appendix D.

Table 3: Existing Conditions Level of Service

Intersection	Movement	Level of Service (Delay, s)	
		Weekday AM	Weekday PM
Queen Street and Main Street (Signalized)	EB left-thru-right	C (26.3)	C (22.8)
	WB left-thru-right	C (26.6)	C (23.2)
	SB left-thru-right	A (5.0)	B (13.2)
	NB left-thru-right	A (5.6)	B (12.0)
Tim Hortons North Entrance and Main Street (Unsignalized)	SB thru-right	A (0.0)	A (0.0)
	NB left-thru	A (0.6)	A (0.4)
	EB left-right	B (10.8)	B (12.0)

The existing levels of service are acceptable to very good for all turning movements at the intersection and the north Tim Hortons entrance under existing conditions.

5.0 IMPACTS OF RESTRICTED ENTRANCE

Table 4 below illustrates the total volumes of traffic entering and exiting Tim Hortons during the AM and PM peak hours under restricted conditions.

Table 4: Restricted John Street Entrance Tim Hortons Traffic Volumes

Entrance	Volume Entering		Volume Exiting	
	AM	PM	AM	PM
Main Street – North Entrance	102	85	39	19
Main Street – South Entrance	N/A	N/A	103	80
John Street	N/A	N/A	N/A	N/A
Total	102	85	142	99

As shown in the table above, the volume entering during the AM peak hour with the John Street entrance restricted is slightly lower than the volume under existing conditions with the John Street entrance opened, but the remaining volumes are comparable or higher than the existing conditions. Overall, the volume of traffic entering and exiting during the AM peak hour was reduced by 9 vehicles and the volumes during the PM peak hour were increased by 15 vehicles with the John Street entrance restricted. Based on these observed volumes, restricting the John Street entrance has minimal impact for traffic on Main Street S, traffic at Main St and Queen St signalized intersection, and to the volume of vehicles entering and exiting Tim Hortons.

The drive through for Tim Hortons has an approximate turnover rate of one vehicle per 35 seconds. This means that during one hour, Tim Hortons can accommodate approximately 103 vehicles without queuing.

5.1 LEVEL OF SERVICE ANALYSIS – RESTRICTED JOHN STREET ENTRANCE

A level of service analysis was undertaken to determine the impact of a restricted John Street entrance on the signalized intersection and the Main Street entrance to Tim Hortons. Table 5 summarizes the levels of service in this scenario.

Table 5: Restricted John Street Entrance Level of Service

Intersection	Movement	Level of Service (Delay, s)	
		Weekday AM	Weekday PM
Queen Street and Main Street (Signalized)	EB left-thru-right	C (25.4)	C (24.9)
	WB left-thru-right	C (23.3)	C (26.3)
	SB left-thru-right	B (11.7)	B (12.5)
	NB left-thru-right	B (11.3)	A (9.5)
Tim Hortons North Entrance and Main Street (Unsignalized)	SB thru-right	A (0.0)	A (0.0)
	NB left-thru	A (0.9)	A (1.1)
	EB left-right	B (11.8)	B (14.5)

Restricting the John Street Tim Hortons entrance results in slightly higher delays at the signalized intersection of Queen Street and Main Street and the entrance to Tim Hortons on Main Street, however the intersection is still operating at an acceptable level.

5.2 DRIVE THROUGH STORAGE ANALYSIS

The south Tim Hortons access on Main Street is exit only and can be utilized by vehicles exiting the drive through lane and vehicles exiting from the parking lot. Table 6 below shows the volume of traffic exiting from this access during both manual traffic counts.

Table 6: Tim Hortons South Entrance Volumes (Manual Counts)

Date	Volume of Exiting Traffic - South Entrance	
	AM	PM
July 23, 2024	92	58
July 30, 2024	103	80

Assuming all exiting vehicles are coming from the drive through lane will provide a conservative number of vehicles that utilize the drive through during the peak hour. The peak observed volume of vehicles through the drive through lane was 103 during the AM peak hour on July 30, 2024. Based on this volume, a vehicle leaves the Tim Hortons drive through every 35 seconds.

The existing storage volume within the Tim Hortons site is approximately 84 metres, measuring from the drive through window to around the south side of the building and through the parking lot to the Main Street (north) entrance. With an assumed average vehicle length of 6 metres, this will allow for 14 vehicles to queue within the site.

It should be noted that the available storage length using John Street (from the Tim Hortons John St entrance to Queen Street) is also approximately 84 metres, although under the existing scenario, vehicles can also queue within the Tim Hortons parking lot. It has been observed that most vehicles enter the drive through via the John Street access.

Considering this, it is anticipated that the storage length within the Tim Hortons site is sufficient for most periods. Further queue analysis, including a count of queued vehicles, could be undertaken to review the number of queued vehicles during the peak periods and potential impacts to Main Street. Additionally, Tim Hortons should review their site to ensure it is sufficient to accommodate customer traffic.

6.0 CONCLUSIONS AND RECOMMENDATIONS

- A restricted John Street entrance will have minimal impact to the volumes of traffic entering and exiting Tim Hortons.
- The existing intersection of Queen Street and Main Street will continue to operate at acceptable levels of service with the John Street entrance to Tim Hortons restricted.
- The existing entrance to Tim Hortons on Main Street will continue to operate at acceptable levels of service with the John Street entrance to Tim Hortons restricted.
- Tim Hortons should review their site to ensure it is sufficient to accommodate customer traffic.

TRITON ENGINEERING SERVICES LIMITED

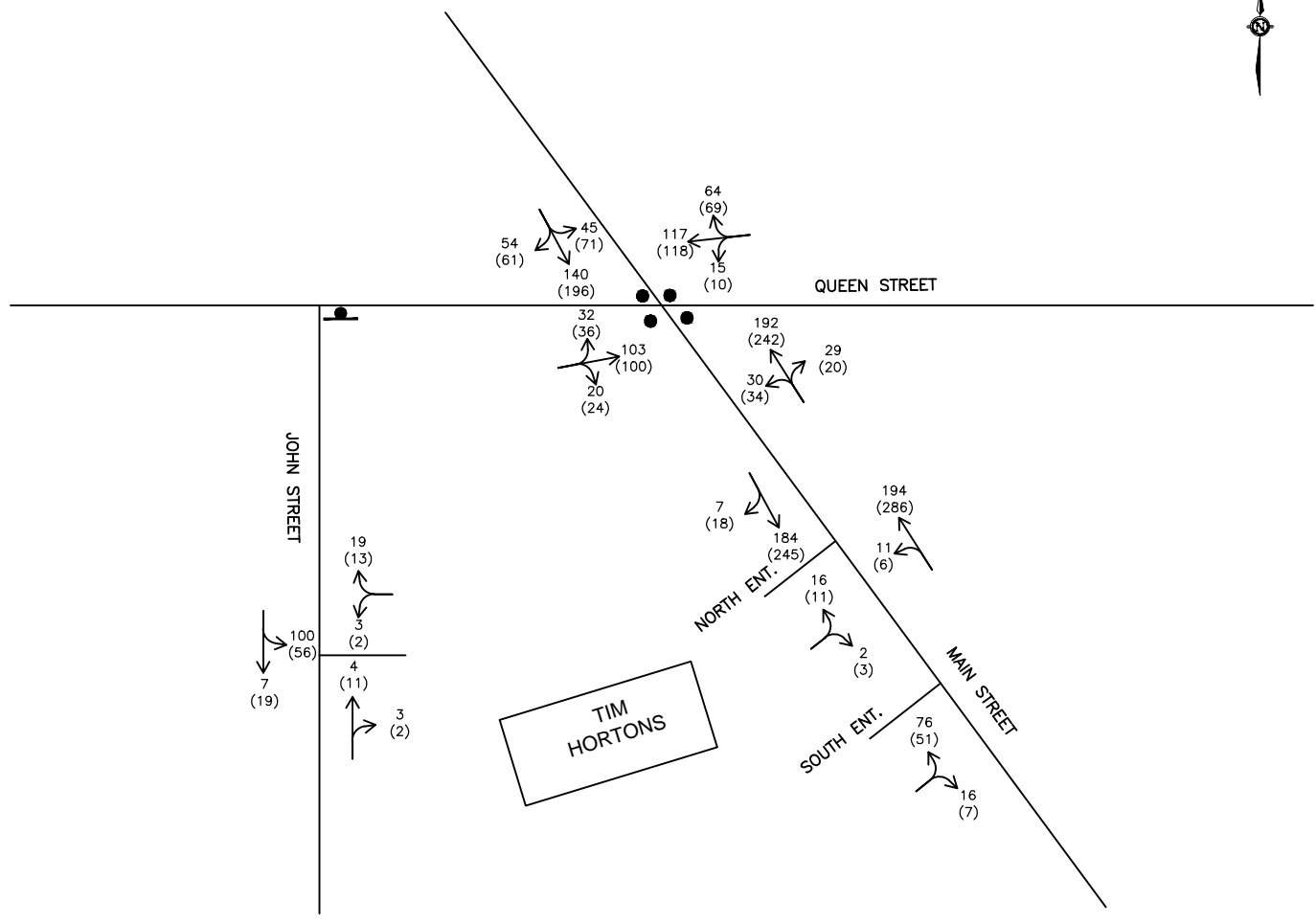


Lindsay Scott, P. Eng.



Taylor Kramp, P. Eng.

FIGURES



INTERSECTION	AM PEAK HOUR	PM PEAK HOUR	COUNT DATE
QUEEN/MAIN	9:00 TO 10:00	4:30 TO 5:30	07/23/2024
NORTH MAIN ST. ENT.	8:15 TO 9:15	4:15 TO 5:15	07/23/2024
SOUTH MAIN ST. ENT.	8:15 TO 9:15	4:15 TO 5:15	07/23/2024
JOHN ST. ENT.	8:45 TO 9:45	4:30 TO 5:30	07/23/2024

(NOT TO SCALE)

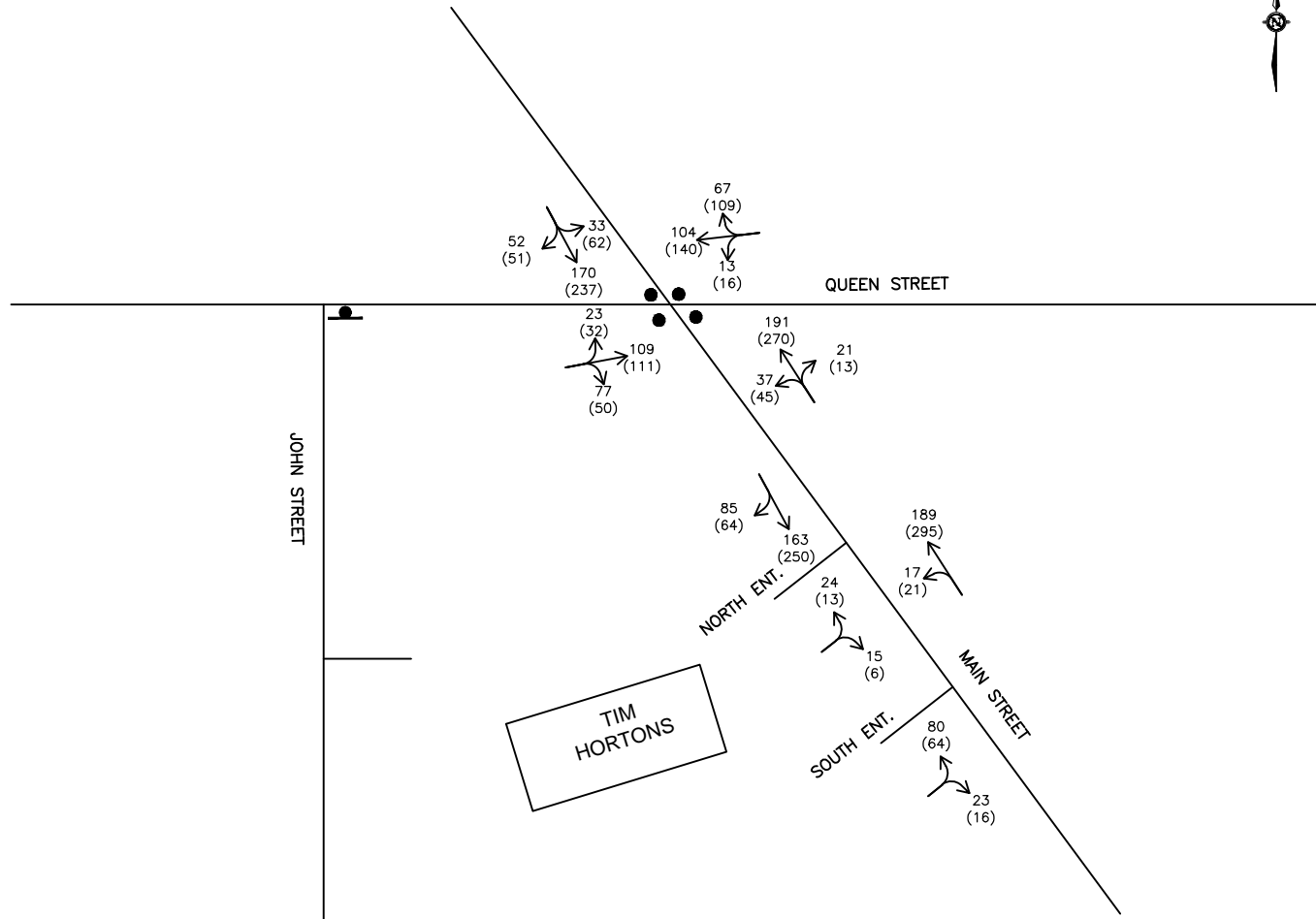
LEGEND:

- STOP CONTROL
- TRAFFIC FLOW
- TRAFFIC SIGNALS
- EXISTING ROAD
- PROPOSED ROAD
- 25 AM PEAK HOUR TRAFFIC VOLUMES
- (25) PM PEAK HOUR TRAFFIC VOLUMES



TRITON ENGINEERING SERVICES LIMITED
 Consulting Engineers

FIGURE 1:
 2024 EXISTING PEAK HOUR TRAFFIC



TIM HORTONS

INTERSECTION	AM PEAK HOUR	PM PEAK HOUR	COUNT DATE
QUEEN/MAIN	8:45 TO 9:45	4:45 TO 5:45	07/30/2024
NORTH MAIN ST. ENT.	9:00 TO 10:00	4:15 TO 5:15	07/30/2024
SOUTH MAIN ST. ENT.	9:00 TO 10:00	4:15 TO 5:15	07/30/2024

(NOT TO SCALE)

LEGEND:

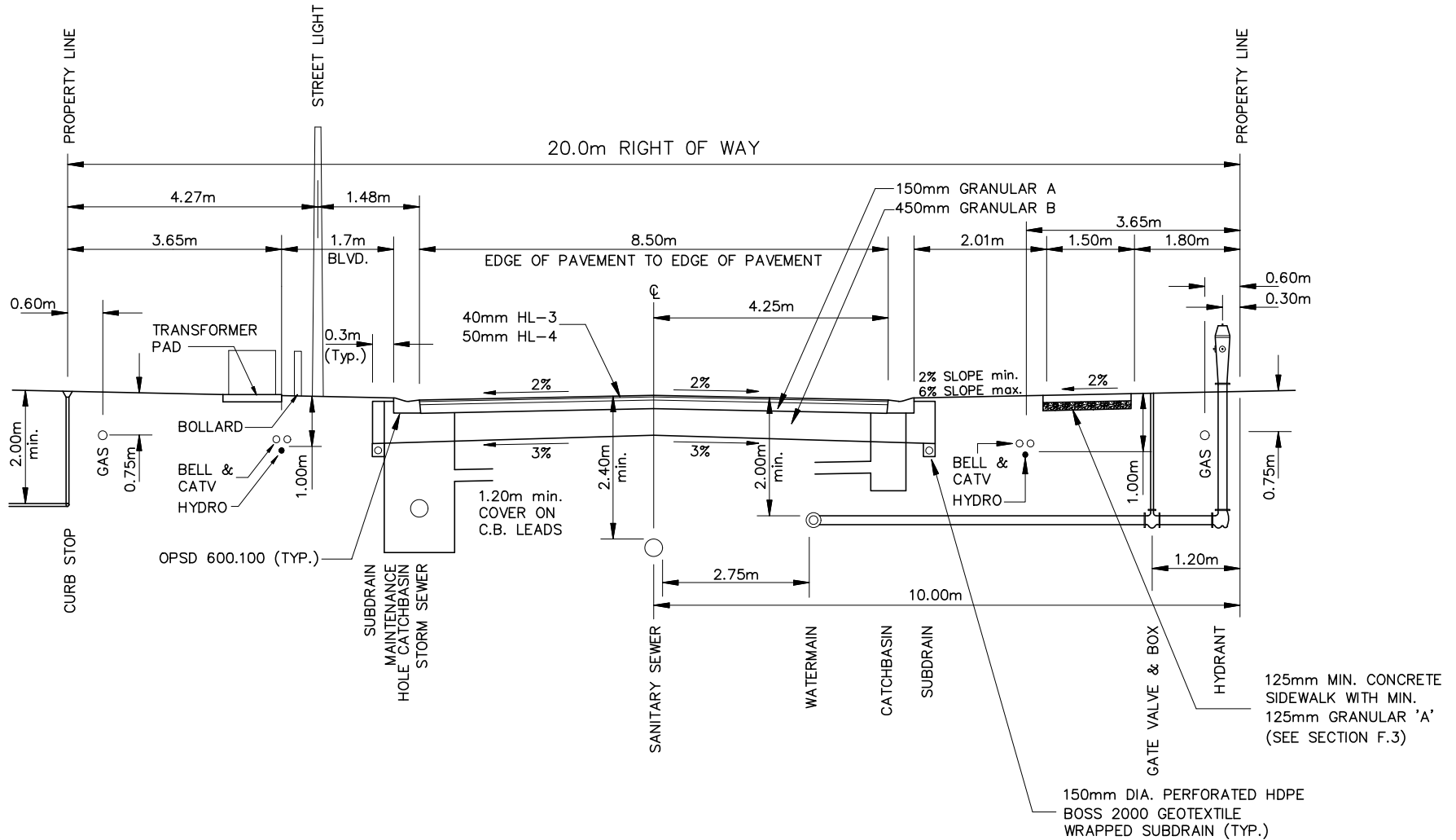
- STOP CONTROL
- TRAFFIC FLOW
- 25 AM PEAK HOUR (25) PM PEAK HOUR
- TRAFFIC SIGNALS
- EXISTING ROAD
- PROPOSED ROAD



TRITON ENGINEERING SERVICES LIMITED
Consulting Engineers

FIGURE 2:
2024 EXISTING PEAK HOUR TRAFFIC WITH RESTRICTED JOHN STREET ENTRANCE

APPENDIX A
MUNICIPAL STANDARD FOR LOCAL STREET



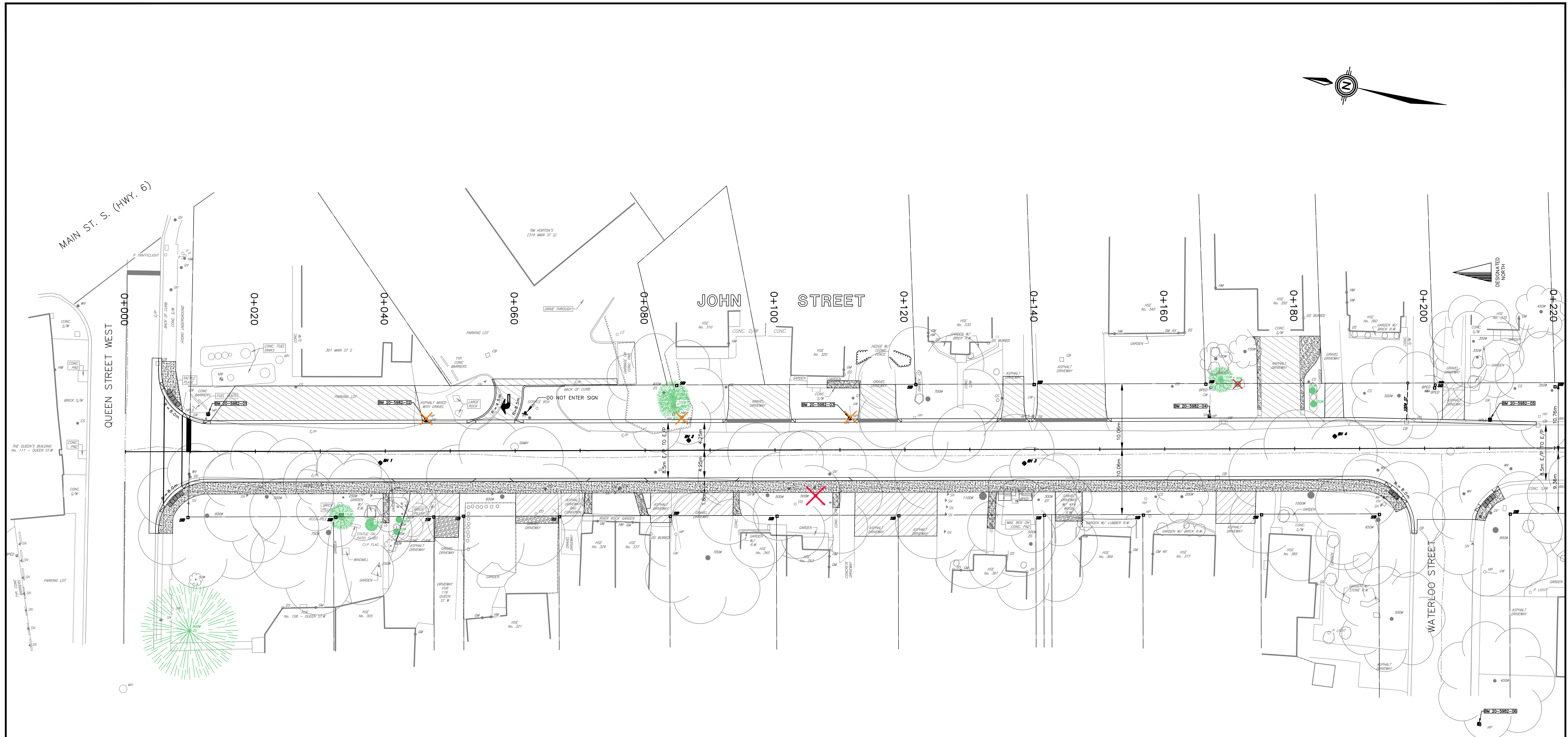
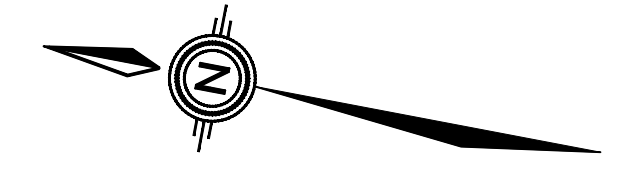
NOTES:

1. BOLLARDS ARE NOT TYPICALLY REQUIRED, RATHER THEY ARE ASSESSED ON A CASE-BY-CASE BASIS AND AT THE SOLE DISCRETION OF WELLINGTON NORTH POWER INC. AND THE TOWNSHIP.
2. CATCHBASIN LEADS TO HAVE A MINIMUM 1% SLOPE.

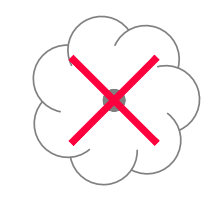
TOWNSHIP OF WELLINGTON NORTH	DATE APRIL, 2022	REV. 3
STANDARD CROSS-SECTION LOCAL STREET - 20.0m R.O.W.		STD. R1

APPENDIX B

PROPOSED PRELIMINARY DESIGN: RECONSTRUCTION OF JOHN ST, MOUNT FOREST



LEGEND:



TREE REMOVAL



HYDRO POLE REQUIRES RELOCATION DUE TO ENCROACHMENT ON CURB

DISCLAIMERS:
 1. ALL EXISTING ELEVATIONS & DIMENSIONS TO BE CONFIRMED ON SITE. THE LOCATION OF UTILITIES IS APPROXIMATE ONLY AND SHOULD BE DETERMINED BY CONSULTING THE MUNICIPAL AUTHORITIES AND UTILITY COMPANIES CONCERNED. THE CONTRACTOR SHALL PROVE THE LOCATION OF UTILITIES AND SHALL BE RESPONSIBLE FOR ADEQUATE PROTECTION AGAINST DAMAGE.

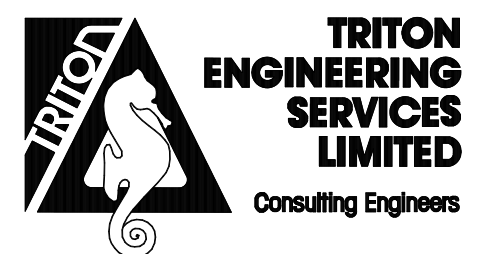
No	DATE	REVISION	INITIAL
0	JUN. 2024	PRELIMINARY	PFZ

RECONSTRUCTION OF JOHN STREET
 TOWNSHIP OF WELLINGTON NORTH (MOUNT FOREST)

TOWNSHIP OF WELLINGTON NORTH
 7490 SIDEROAD 7 WEST
 KENILWORTH, ON N0G 2G0

OPTION 3 - LOCAL URBAN STREET CROSS SECTION, RIGHT TURN EXIT ONLY FROM 319 MAIN ST. S.

PROJECT No
M5982
 DESIGNED BY: ASB
 CHECKED BY: LS
 APPROVED BY: PFZ
 DATE: JUNE 2024



SCALE:
 H: 1:300 H: 1:600
 V: - V: -
 (06/24) (07/17)
 UNLESS OTHERWISE SHOWN

DRAWING NUMBER
SK-4

C:\Wellington_north - map_01\m5982 - map_01\m5982 - john_st_recon.dwg (user: asb, 10/20/2024 10:00:00 AM)

APPENDIX C
LEVEL OF SERVICE DEFINITIONS

LEVEL OF SERVICE

Level of Service Criteria for Signalized Intersections

Level of Service	Average Control Delay (sec/veh)	Impact on Minor Street Traffic
A	≤ 10	Free Flow
B	>10 – 20	Stable Flow (slight delays)
C	> 20 – 35	Stable Flow (acceptable delays)
D	> 35 – 55	Approaching unstable flow (tolerable delay, occasionally wait through more than one signal cycle before proceeding)
E	> 55 – 80	Unstable Flow (intolerable delay)
F	> 80	Forced Flow (jammed)

Source: Highway Capacity Manual, 2000.

Level of Service Criteria for Unsignalized Intersections

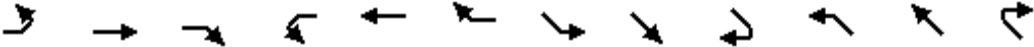
Level of Service	Average Control Delay (sec/veh)	Impact on Minor Street Traffic
A	≤ 10	Little or no delay
B	>10-15	Short traffic delays
C	> 15-25	Average traffic delays
D	> 25-35	Long traffic delays
E	> 35-50	Very long traffic delays
F	> 50	Unacceptable traffic delays

Source: Transportation Research Board, 2000.

APPENDIX D
LEVEL OF SERVICE CALCULATIONS

HCM Signalized Intersection Capacity Analysis
3: Main Street East & Queen Street West/Queen Street East

09/12/2024



Movement	EBL	EBT	EBR	WBL	WBT	WBR	SEL	SET	SER	NWL	NWT	NWR		
Lane Configurations		↕			↕			↕			↕			
Traffic Volume (vph)	23	109	77	13	104	67	33	170	52	37	191	21		
Future Volume (vph)	23	109	77	13	104	67	33	170	52	37	191	21		
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900		
Total Lost time (s)		7.0			7.0			7.0			7.0			
Lane Util. Factor		1.00			1.00			1.00			1.00			
Frt		0.96			0.95			0.97			0.98			
Flt Protected		0.99			1.00			0.99			0.99			
Satd. Flow (prot)		1675			1590			1757			1754			
Flt Permitted		0.90			0.95			0.89			0.87			
Satd. Flow (perm)		1519			1514			1582			1545			
Peak-hour factor, PHF	0.48	0.78	0.84	0.54	0.79	0.80	0.55	0.77	0.68	0.62	0.87	0.58		
Adj. Flow (vph)	48	140	92	24	132	84	60	221	76	60	220	36		
RTOR Reduction (vph)	0	25	0	0	27	0	0	13	0	0	6	0		
Lane Group Flow (vph)	0	255	0	0	213	0	0	344	0	0	310	0		
Heavy Vehicles (%)	4%	14%	3%	15%	18%	9%	6%	7%	0%	11%	6%	5%		
Turn Type	Perm	NA		Perm	NA		Perm	NA		Perm	NA			
Protected Phases		4			8			6			2			
Permitted Phases	4			8			6			2				
Actuated Green, G (s)		20.2			20.2			38.8			38.8			
Effective Green, g (s)		20.2			20.2			38.8			38.8			
Actuated g/C Ratio		0.28			0.28			0.53			0.53			
Clearance Time (s)		7.0			7.0			7.0			7.0			
Vehicle Extension (s)		3.0			3.0			3.0			3.0			
Lane Grp Cap (vph)		420			418			840			821			
v/s Ratio Prot														
v/s Ratio Perm		c0.17			0.14			c0.22			0.20			
v/c Ratio		0.61			0.51			0.41			0.38			
Uniform Delay, d1		23.0			22.2			10.2			10.0			
Progression Factor		1.00			1.00			1.00			1.00			
Incremental Delay, d2		2.5			1.1			1.5			1.3			
Delay (s)		25.4			23.3			11.7			11.3			
Level of Service		C			C			B			B			
Approach Delay (s)		25.4			23.3			11.7			11.3			
Approach LOS		C			C			B			B			
Intersection Summary														
HCM 2000 Control Delay			17.2									HCM 2000 Level of Service	B	
HCM 2000 Volume to Capacity ratio			0.48											
Actuated Cycle Length (s)			73.0								14.0			
Intersection Capacity Utilization			60.7%										ICU Level of Service	B
Analysis Period (min)			15											
c Critical Lane Group														

HCM Unsignalized Intersection Capacity Analysis
 8: Tim Hortons Ent. & Main Street East

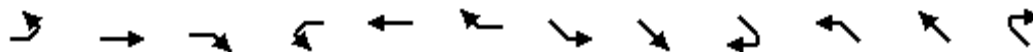


Movement	SET	SER	NWL	NWT	NEL	NER
Lane Configurations	↩			↩	↩	
Traffic Volume (veh/h)	163	85	17	189	24	15
Future Volume (Veh/h)	163	85	17	189	24	15
Sign Control	Free			Free	Stop	
Grade	0%			0%	0%	
Peak Hour Factor	0.85	0.82	0.71	0.81	0.67	0.75
Hourly flow rate (vph)	192	104	24	233	36	20
Pedestrians						
Lane Width (m)						
Walking Speed (m/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	None		None			
Median storage veh						
Upstream signal (m)	39					
pX, platoon unblocked						
vC, conflicting volume			296		525	244
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol			296		525	244
tC, single (s)			4.1		6.4	6.2
tC, 2 stage (s)						
tF (s)			2.2		3.5	3.3
p0 queue free %			98		93	97
cM capacity (veh/h)			1277		507	800
Direction, Lane #	SE 1	NW 1	NE 1			
Volume Total	296	257	56			
Volume Left	0	24	36			
Volume Right	104	0	20			
cSH	1700	1277	583			
Volume to Capacity	0.17	0.02	0.10			
Queue Length 95th (m)	0.0	0.4	2.4			
Control Delay (s)	0.0	0.9	11.8			
Lane LOS		A	B			
Approach Delay (s)	0.0	0.9	11.8			
Approach LOS			B			
Intersection Summary						
Average Delay			1.5			
Intersection Capacity Utilization			34.0%	ICU Level of Service		A
Analysis Period (min)			15			

HCM Signalized Intersection Capacity Analysis

3: Main Street East & Queen Street West/Queen Street East

09/13/2024



Movement	EBL	EBT	EBR	WBL	WBT	WBR	SEL	SET	SER	NWL	NWT	NWR
Lane Configurations		↔			↔			↔			↔	
Traffic Volume (vph)	32	111	50	16	140	109	62	237	51	45	13	32
Future Volume (vph)	32	111	50	16	140	109	62	237	51	45	13	32
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)		7.0			7.0			7.0			7.0	
Lane Util. Factor		1.00			1.00			1.00			1.00	
Frt		0.96			0.94			0.98			0.95	
Flt Protected		0.99			1.00			0.99			0.97	
Satd. Flow (prot)		1707			1689			1794			1732	
Flt Permitted		0.83			0.95			0.92			0.69	
Satd. Flow (perm)		1434			1620			1670			1219	
Peak-hour factor, PHF	0.67	0.82	0.69	0.57	0.88	0.76	0.86	0.85	0.75	0.63	0.90	0.65
Adj. Flow (vph)	48	135	72	28	159	143	72	279	68	71	14	49
RTOR Reduction (vph)	0	19	0	0	38	0	0	9	0	0	23	0
Lane Group Flow (vph)	0	236	0	0	292	0	0	410	0	0	111	0
Heavy Vehicles (%)	3%	11%	3%	6%	10%	3%	3%	5%	0%	4%	6%	0%
Turn Type	Perm	NA		Perm	NA		Perm	NA		Perm	NA	
Protected Phases		4			8			6			2	
Permitted Phases	4			8			6			2		
Actuated Green, G (s)		20.4			20.4			38.6			38.6	
Effective Green, g (s)		20.4			20.4			38.6			38.6	
Actuated g/C Ratio		0.28			0.28			0.53			0.53	
Clearance Time (s)		7.0			7.0			7.0			7.0	
Vehicle Extension (s)		3.0			3.0			3.0			3.0	
Lane Grp Cap (vph)		400			452			883			644	
v/s Ratio Prot												
v/s Ratio Perm		0.16			0.18			0.25			0.09	
v/c Ratio		0.59			0.65			0.46			0.17	
Uniform Delay, d1		22.7			23.1			10.7			8.9	
Progression Factor		1.00			1.00			1.00			1.00	
Incremental Delay, d2		2.2			3.2			1.8			0.6	
Delay (s)		24.9			26.3			12.5			9.5	
Level of Service		C			C			B			A	
Approach Delay (s)		24.9			26.3			12.5			9.5	
Approach LOS		C			C			B			A	

Intersection Summary

HCM 2000 Control Delay	18.9	HCM 2000 Level of Service	B
HCM 2000 Volume to Capacity ratio	0.53		
Actuated Cycle Length (s)	73.0	Sum of lost time (s)	14.0
Intersection Capacity Utilization	63.3%	ICU Level of Service	B
Analysis Period (min)	15		
c Critical Lane Group			

HCM Unsignalized Intersection Capacity Analysis
8: Tim Hortons Ent. & Main Street East

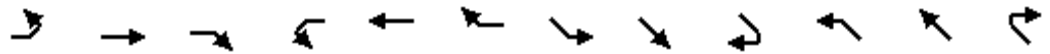
09/13/2024



Movement	SET	SER	NWL	NWT	NEL	NER
Lane Configurations	↩			↩	↩	
Traffic Volume (veh/h)	250	64	21	295	13	6
Future Volume (Veh/h)	250	64	21	295	13	6
Sign Control	Free			Free	Stop	
Grade	0%			0%	0%	
Peak Hour Factor	0.82	0.25	0.66	0.93	0.81	0.75
Hourly flow rate (vph)	305	256	32	317	16	8
Pedestrians						
Lane Width (m)						
Walking Speed (m/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	None		None			
Median storage veh						
Upstream signal (m)	39					
pX, platoon unblocked			0.88		0.88	0.88
vC, conflicting volume			561		814	433
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol			437		723	292
tC, single (s)			4.1		6.4	6.2
tC, 2 stage (s)						
tF (s)			2.2		3.5	3.3
p0 queue free %			97		95	99
cM capacity (veh/h)			1001		338	664
Direction, Lane #	SE 1	NW 1	NE 1			
Volume Total	561	349	24			
Volume Left	0	32	16			
Volume Right	256	0	8			
cSH	1700	1001	405			
Volume to Capacity	0.33	0.03	0.06			
Queue Length 95th (m)	0.0	0.8	1.4			
Control Delay (s)	0.0	1.1	14.5			
Lane LOS		A	B			
Approach Delay (s)	0.0	1.1	14.5			
Approach LOS			B			
Intersection Summary						
Average Delay			0.8			
Intersection Capacity Utilization			42.8%	ICU Level of Service		A
Analysis Period (min)			15			

HCM Signalized Intersection Capacity Analysis
 3: Main Street East & Queen Street West/Queen Street East

09/12/2024

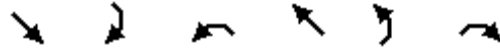


Movement	EBL	EBT	EBR	WBL	WBT	WBR	SEL	SET	SER	NWL	NWT	NWR		
Lane Configurations		↕			↕			↕			↕			
Traffic Volume (vph)	7	23	5	2	29	16	10	41	9	9	48	10		
Future Volume (vph)	7	23	5	2	29	16	10	41	9	9	48	10		
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900		
Total Lost time (s)		7.0			7.0			7.0			7.0			
Lane Util. Factor		1.00			1.00			1.00			1.00			
Frt		0.98			0.95			0.97			0.97			
Flt Protected		0.99			1.00			0.99			0.99			
Satd. Flow (prot)		1796			1614			1759			1679			
Flt Permitted		0.91			0.99			0.96			0.97			
Satd. Flow (perm)		1653			1593			1700			1646			
Peak-hour factor, PHF	0.62	0.86	0.83	0.75	0.75	0.76	0.66	0.85	0.59	0.83	0.83	0.60		
Adj. Flow (vph)	11	27	6	3	39	21	15	48	15	11	58	17		
RTOR Reduction (vph)	0	5	0	0	18	0	0	5	0	0	6	0		
Lane Group Flow (vph)	0	39	0	0	45	0	0	73	0	0	80	0		
Heavy Vehicles (%)	0%	6%	0%	13%	18%	5%	11%	4%	4%	10%	13%	3%		
Turn Type	Perm	NA		Perm	NA		Perm	NA		Perm	NA			
Protected Phases		4			8			6			2			
Permitted Phases	4			8			6			2				
Actuated Green, G (s)		12.0			12.0			47.0			47.0			
Effective Green, g (s)		12.0			12.0			47.0			47.0			
Actuated g/C Ratio		0.16			0.16			0.64			0.64			
Clearance Time (s)		7.0			7.0			7.0			7.0			
Vehicle Extension (s)		3.0			3.0			3.0			3.0			
Lane Grp Cap (vph)		271			261			1094			1059			
v/s Ratio Prot														
v/s Ratio Perm		0.02			0.03			0.04			0.05			
v/c Ratio		0.14			0.17			0.07			0.08			
Uniform Delay, d1		26.1			26.2			4.8			4.9			
Progression Factor		1.00			1.00			1.00			1.00			
Incremental Delay, d2		0.2			0.3			0.1			0.1			
Delay (s)		26.3			26.6			5.0			5.0			
Level of Service		C			C			A			A			
Approach Delay (s)		26.3			26.6			5.0			5.0			
Approach LOS		C			C			A			A			
Intersection Summary														
HCM 2000 Control Delay			13.5									HCM 2000 Level of Service	B	
HCM 2000 Volume to Capacity ratio			0.10											
Actuated Cycle Length (s)			73.0								14.0			
Intersection Capacity Utilization			60.0%										ICU Level of Service	B
Analysis Period (min)			15											
c Critical Lane Group														

HCM Unsignalized Intersection Capacity Analysis

8: Tim Hortons Ent. & Main Street East

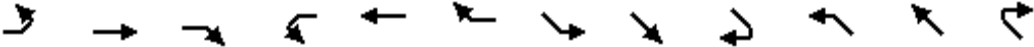
09/12/2024



Movement	SET	SER	NWL	NWT	NEL	NER
Lane Configurations	↑			↑	↘	↘
Traffic Volume (veh/h)	184	7	11	194	16	16
Future Volume (Veh/h)	184	7	11	194	16	16
Sign Control	Free			Free	Stop	
Grade	0%			0%	0%	
Peak Hour Factor	0.90	0.88	0.69	0.92	0.67	0.80
Hourly flow rate (vph)	204	8	16	211	24	20
Pedestrians						
Lane Width (m)						
Walking Speed (m/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	None		None			
Median storage veh						
Upstream signal (m)	39					
pX, platoon unblocked						
vC, conflicting volume			212		451	208
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol			212		451	208
tC, single (s)			4.1		6.4	6.2
tC, 2 stage (s)						
tF (s)			2.2		3.5	3.3
p0 queue free %			99		96	98
cM capacity (veh/h)			1370		563	837
Direction, Lane #	SE 1	NW 1	NE 1			
Volume Total	212	227	44			
Volume Left	0	16	24			
Volume Right	8	0	20			
cSH	1700	1370	662			
Volume to Capacity	0.12	0.01	0.07			
Queue Length 95th (m)	0.0	0.3	1.6			
Control Delay (s)	0.0	0.6	10.8			
Lane LOS		A	B			
Approach Delay (s)	0.0	0.6	10.8			
Approach LOS			B			
Intersection Summary						
Average Delay			1.3			
Intersection Capacity Utilization			29.2%	ICU Level of Service		A
Analysis Period (min)			15			

HCM Signalized Intersection Capacity Analysis
 3: Main Street East & Queen Street West/Queen Street East

09/13/2024



Movement	EBL	EBT	EBR	WBL	WBT	WBR	SEL	SET	SER	NWL	NWT	NWR
Lane Configurations		↕			↕			↕			↕	
Traffic Volume (vph)	36	100	24	10	118	69	71	196	61	34	242	20
Future Volume (vph)	36	100	24	10	118	69	71	196	61	34	242	20
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)		7.0			7.0			7.0			7.0	
Lane Util. Factor		1.00			1.00			1.00			1.00	
Frt		0.98			0.94			0.97			0.99	
Flt Protected		0.99			1.00			0.99			0.99	
Satd. Flow (prot)		1672			1681			1762			1821	
Flt Permitted		0.87			0.96			0.81			0.90	
Satd. Flow (perm)		1464			1626			1448			1657	
Peak-hour factor, PHF	0.82	0.81	0.75	0.50	0.87	0.64	0.71	0.89	0.80	0.65	0.80	0.56
Adj. Flow (vph)	44	123	32	20	136	108	100	220	76	52	302	36
RTOR Reduction (vph)	0	9	0	0	35	0	0	11	0	0	5	0
Lane Group Flow (vph)	0	190	0	0	229	0	0	385	0	0	386	0
Heavy Vehicles (%)	0%	16%	8%	10%	10%	4%	4%	7%	0%	3%	4%	0%
Turn Type	Perm	NA		Perm	NA		Perm	NA		Perm	NA	
Protected Phases		4			8			6			2	
Permitted Phases	4			8			6			2		
Actuated Green, G (s)		20.2			20.2			38.8			38.8	
Effective Green, g (s)		20.2			20.2			38.8			38.8	
Actuated g/C Ratio		0.28			0.28			0.53			0.53	
Clearance Time (s)		7.0			7.0			7.0			7.0	
Vehicle Extension (s)		3.0			3.0			3.0			3.0	
Lane Grp Cap (vph)		405			449			769			880	
v/s Ratio Prot												
v/s Ratio Perm		0.13			0.14			0.27			0.23	
v/c Ratio		0.47			0.51			0.50			0.44	
Uniform Delay, d1		21.9			22.2			10.9			10.4	
Progression Factor		1.00			1.00			1.00			1.00	
Incremental Delay, d2		0.9			1.0			2.3			1.6	
Delay (s)		22.8			23.2			13.2			12.0	
Level of Service		C			C			B			B	
Approach Delay (s)		22.8			23.2			13.2			12.0	
Approach LOS		C			C			B			B	

Intersection Summary		
HCM 2000 Control Delay	16.5	HCM 2000 Level of Service
HCM 2000 Volume to Capacity ratio	0.50	B
Actuated Cycle Length (s)	73.0	Sum of lost time (s)
Intersection Capacity Utilization	64.3%	14.0
Analysis Period (min)	15	ICU Level of Service
c Critical Lane Group		C

HCM Unsignalized Intersection Capacity Analysis
 8: Tim Hortons Ent. & Main Street East



Movement	SET	SER	NWL	NWT	NEL	NER
Lane Configurations	↩			↩	↩	
Traffic Volume (veh/h)	245	18	6	286	11	3
Future Volume (Veh/h)	245	18	6	286	11	3
Sign Control	Free			Free	Stop	
Grade	0%			0%	0%	
Peak Hour Factor	0.91	0.75	0.50	0.89	0.92	0.38
Hourly flow rate (vph)	269	24	12	321	12	8
Pedestrians						
Lane Width (m)						
Walking Speed (m/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	None			None		
Median storage (veh)						
Upstream signal (m)	39					
pX, platoon unblocked						
vC, conflicting volume			293		626	281
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol			293		626	281
tC, single (s)			4.1		6.4	6.2
tC, 2 stage (s)						
tF (s)			2.2		3.5	3.3
p0 queue free %			99		97	99
cM capacity (veh/h)			1280		447	763
Direction, Lane #	SE 1	NW 1	NE 1			
Volume Total	293	333	20			
Volume Left	0	12	12			
Volume Right	24	0	8			
cSH	1700	1280	536			
Volume to Capacity	0.17	0.01	0.04			
Queue Length 95th (m)	0.0	0.2	0.9			
Control Delay (s)	0.0	0.4	12.0			
Lane LOS		A	B			
Approach Delay (s)	0.0	0.4	12.0			
Approach LOS			B			
Intersection Summary						
Average Delay			0.6			
Intersection Capacity Utilization			29.9%	ICU Level of Service		A
Analysis Period (min)			15			



TOWNSHIP OF WELLINGTON NORTH

TO: Mayor and Council
 DATE: 2024-09-23
 MEETING TYPE: Open
 SUBMITTED BY: Tammy Stevenson, Senior Project Manager
 REPORT #: INF 2024-016
 REPORT TITLE: Fergus Street North Reconstruction Update

RECOMMENDED MOTION

THAT the Council of the Corporation of the Township of Wellington North receive Report INF 2024-016 being a report on the Fergus Street North Reconstruction Update.

PREVIOUS REPORTS/BY-LAWS/RESOLUTIONS

OPS 2023-043 Public Information Centre – Capital Projects

BACKGROUND

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

Fergus Street North Reconstruction project between Sligo Road East and Wellington Street East were on display at the PIC for residents and stakeholder's review. A survey was made available to solicit feedback on the capital projects that were presented. A large portion of the survey feedback was concerns over the removal of large mature trees.

Adjustments to the design of Fergus Street North Reconstruction Phase 1 project between Wellington Street East and Birmingham Street East were made to limit the impact to trees by shifting the sidewalk from the east side to the west side of Fergus Street. Additionally, municipal services to properties were adjusted to limit the impact to trees. These design changes allowed Phase 1 of Fergus Street North Reconstruction to be tendered and constructed in 2024 with no trees removals.

ANALYSIS

Township staff and the Township's Consulting Engineers, B. M. Ross and Associates Limited (BMROSS), had a series of meetings to discuss this project to bring it closer to design completion. The design update reviewed Design Alternatives Options for the reconstruction of

Fergus Street North to minimize the impact to trees as outlined in BMROSS's memo found in Attachment 1. Highlights of design considerations and revisions are as follows:

Design Objectives

- Replacement of aging infrastructure (ie. watermain and sanitary sewers) to align with Asset Management Planning
- Design Fergus Street North roadway cross-section to urban standards
- Improve drainage with the installation of new storm sewers and structures
- Limit the impact to trees, where possible

Roadway

Fergus Street North is classified as a local road in our 2023 Road Needs Study. Roadway design continues to follow the Municipal Servicing Standards (MSS). Roadway includes two through lanes of travel, one in each direction, with a road width of 8.5m, curb and gutter, storm sewers, grass boulevard, and sidewalk located on the west side of Fergus Street North. Road alignment, including sidewalk, was reviewed to ensure that continuous flow connection between each block is being maintained. Roadway width on Fergus Street North between Sligo Road and Durham Street has been narrowed from the 8.5 m standard width to 7.5 m width to limit the impacts to trees.

Sidewalk

Sidewalk location was reviewed and shifted from the east side as shown at the PIC to the west side of Fergus Street North to limit the impacts to trees and provide continuous pedestrian movement.

Trees

Service locations have been reviewed and adjusted where possible to limit the disturbed tree roots areas for installation of municipal services (water, sanitary and storm) to private property during construction resulting with bends being installed on the service line. Coupled with the review of service locations, shifting the sidewalk to the west side of Fergus Street North, adjusting proposed storm sewer alignment and narrowing of sections of roadways, impacts to trees have been reduced and results are illustrated in Table 1 below. Revised design approach results in an no impacts to all nineteen (19) tree conflicts that were shown in the PIC drawings with a trunk diameter of 500 mm and larger.

Design	Trunk Size (mm)				Total Proposed Tree Removals
	0 to 150	200 to 450	500 to 950	1000+	
PIC Fergus Street N Design Phase 1 (Wellington to Birmingham)	0	3	0	0	3
PIC Fergus Street N Design Phase 2 (Birmingham to Durham)	0	5	3	3	11
PIC Fergus Street N Design Phase 3 (Durham to Sligo)	0	6	3	10	19
Fergus Street N Design Update Phase 1 (Wellington to Birmingham)	0	0	0	0	0
Fergus Street N Design Update Phase 2 (Birmingham to Durham)	2	5	0	0	7
Fergus Street N Design Update Phase 3 (Durham to Sligo)	0	6	0	0	6

Table 1: Summary of Tree Conflicts Resulting from Design Alternative on Fergus Street North

Next Steps

Letters will be mailed out to property owners within the project limits of Fergus Street North to receive feedback to confirm the placement of their municipal services (ie. water, sanitary and storm) to assist with the completion of the final design and tender package.

A survey will be posted to solicit feedback on the Fergus Street North design, and an electronic version will be available on the Township website with paper forms available at the municipal offices in Kenilworth and the Mount Forest Arena Upper Office or mailed out upon request to ensure survey is accessible to all residents. Survey will be open Wednesday September 25 and comments will be received until Wednesday October 9, at which time comments will be consolidated and brought to Council meeting with an aim at finalizing the Fergus Street North Reconstruction design.

CONSULTATION

Brooke Lambert, Chief Administrative Officer
 Jerry Idialu, Director of Finance/Treasurer
 Dale Clark, Manager of Transportation Services
 Corey Schmidt, Manager of Environmental Services
 B.M. Ross and Associates Limited

FINANCIAL CONSIDERATIONS

There are no financial consideration in receiving this report for information.

ATTACHMENTS

Attachment 1 – Memorandum, Re: Fergus Street Reconstruction Design Update, dated September 17, 2024, prepared by B.M. Ross and Associates Limited

STRATEGIC PLAN 2024

- 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


B. M. ROSS AND ASSOCIATES LIMITED
Engineers and Planners

Box 1179, 206 Industrial Drive

Mount Forest, ON, Canada N0G 2L0

 p. (519) 323-2945 www.bmross.net

Memo

 From: Izaak De Jager
 idejager@bmross.net

To: Tammy Stevenson, Senior Project Manager
 Township of Wellington North
 7490 Sideroad 7 W, Box 125
 Kenilworth, ON N0G 2E0

Re: Fergus Street Reconstruction Design Update

File #: 21340A, 21340B

Date: September 17, 2024

1.0 Introduction

The following memo is intended to convey design changes that were carried out to the project noted in the subject line following feedback from the PIC meeting held in October 2023. During that meeting, a preliminary design was presented for the complete reconstruction of three blocks of Fergus Street, namely from Wellington Street to Sligo Road. It is noted that this section of Fergus Street is historic with many older homes and large mature trees. During the PIC meeting several concerns were expressed regarding the number of trees that were shown requiring removal on the preliminary design drawings presented. These preliminary drawings are included in Appendix A.

2.0 Tree Conflict Evaluation and Disclaimer

For both the design presented at the 2023 PIC and the current (revised) design, the anticipated tree conflicts were determined based solely on our engineering judgement upon an evaluation of the extents of the trenching work required to install the proposed works. Simply put, if a tree trunk was anticipated to lie within the proposed excavation, the tree was designated for removal – otherwise it was designated to remain. We note that no arborist data was consulted, and we cannot guarantee the long-term health of a tree that is not designated for removal. A typical rule of thumb is that the root system of a tree extends underground horizontally to the dripline of the tree. It is important to note that given this reality, the revised design will certainly impact the root system of numerous trees. We note that especially for the Durham-Sligo block, the drip lines of many trees extend well out into the proposed roadway and thus root impacts to these and may other trees is anticipated.

3.0 Preliminary Design Presented at PIC in 2023

The tree conflicts noted in the preliminary drawings presented at the PIC in 2023 were mainly due to the location of the proposed sidewalk and the proposed layout of municipal services (water, sanitary, storm). It should be noted that since the project is a re-construction scenario, water and sanitary services are existing and any replacement services must connect to the existing utility on the private side; this fact practically limits the options for service placement. The proposed design illustrated sidewalk on the east side of the road for all three blocks, and an asphalt width of 8.5m as per Township standards. The servicing was drawn in general as per Township standards, and each service was designed to be placed perpendicular to the running line of the main line utility. This servicing approach is typically the most cost-effective, and operationally it is desirable to have straight service lines. As a result of the design approach noted above, the number of trees identified for removal were as follows:

Trunk Size (mm)	Number of Tree Conflicts (PIC Drawings 2023)			
	Wellington to Birmingham	Birmingham to Durham	Durham to Sligo	TOTAL
0 to 150	0	0	0	0
200 to 450	3	5	6	14
500-950	0	3	3	6
1000+	0	3	10	13

4.0 Design Changes

As a result of the design presented at the PIC, the Township received significant negative feedback concerning the tree removals indicated. As such, the Township directed BMROSS to investigate options to reduce the number of tree removals required. BMROSS notes the following design changes which have been implemented.

- For all three blocks, the proposed sidewalk was switched to the west side of the road. This avoided conflicts with several large (1000mm+ trunk) trees along the Durham-Sligo block.
- For all three blocks, a non-standard design approach for servicing was implemented wherein service piping was permitted to be deflected on the private side of the right-of-way (ROW) within acceptable limits.
- For the Durham-Sligo block, the proposed road width was reduced to 7.5m from the standard 8.5m. As a result, parking on the east side of the road for this block will need to be prohibited.
- For a portion of the Durham-Sligo block, the running line of the proposed storm sewer was shifted to the west from the previous design to minimize damage to tree roots during installation.

The approach noted in the first two bullet points above was successfully implemented for the Wellington-Birmingham block, and the reconstruction of this block was recently completed and did not include any tree removals. A preliminary drawing set of the current design for the northern two (2) blocks (Birmingham to Sligo) is included in Appendix B. The anticipated conflicts for the northern two blocks are described in the following section.

5.0 Tree Conflicts After Change in Design Approach

Although the changes in the design approach did not completely eliminate anticipated tree conflicts, the number has been significantly reduced, especially with regards to the largest trees on the Durham-Sligo block. The anticipated conflicts are noted in the table below.

Trunk Size (mm)	Number of Tree Conflicts (Revised Design)			
	Wellington to Birmingham (Already Built)	Birmingham to Durham	Durham to Sligo	TOTAL
0 to 150	0	2	0	2
200 to 450	0	5	6	11
500-950	0	0	0	0
1000+	0	0	0	0

We note that for trees with a trunk diameter of 500mm and larger, the revised design approach results in the elimination of all nineteen (19) tree removals that were shown in the PIC 2023 drawings.

6.0 Negative Impacts of Revised Design

While the positive aspects of the revised design are obvious (minimize tree removals), it is important to also consider any negative impacts. We note some of these below:

- The revised design results in sanitary services that will include bends in order to navigate around the trees. Although having bends in a sanitary service is not prohibited by the Ontario Building Code (OBC), it is still somewhat undesirable as bends can encourage build-up and potential blockages. As these proposed bends are to be located on the private side, we suggest that homeowners be made aware of the trade-off associated with installing bends in their service in order to preserve a tree, and should be advised to consider hiring a plumber to install a clean-out access on their service if one does not already exist. The homeowner should also be made aware that they are responsible for the portion of the service which lies on their property, which would include the section with the bends.
- The revised design results in more-than-typical excavation, pipe work and restoration required on private property which will increase costs. Typically in reconstruction projects the work may just encroach onto private property in order to reconnect a service or to re-grade a driveway. However, since the services

are to be routed around the trees, this will necessarily entail additional excavation and restoration that wouldn't normally be required. An illustration of this is shown in Appendix C.

- The revised design may result in locations where the sanitary service and water service must run in the same trench. In order to achieve MECP requirements for vertical separation between water and sewer lines, this would require the sanitary service (and potentially the main itself) to be laid lower than would be otherwise required if the services could be separated by the required 2.5m horizontally. Installing the infrastructure at a lower elevation is more costly.
- The revised design involves additional storm structures on the Durham-Sligo block due to the running line of the storm sewer being pushed westward.

7.0 Conclusions and Recommendations

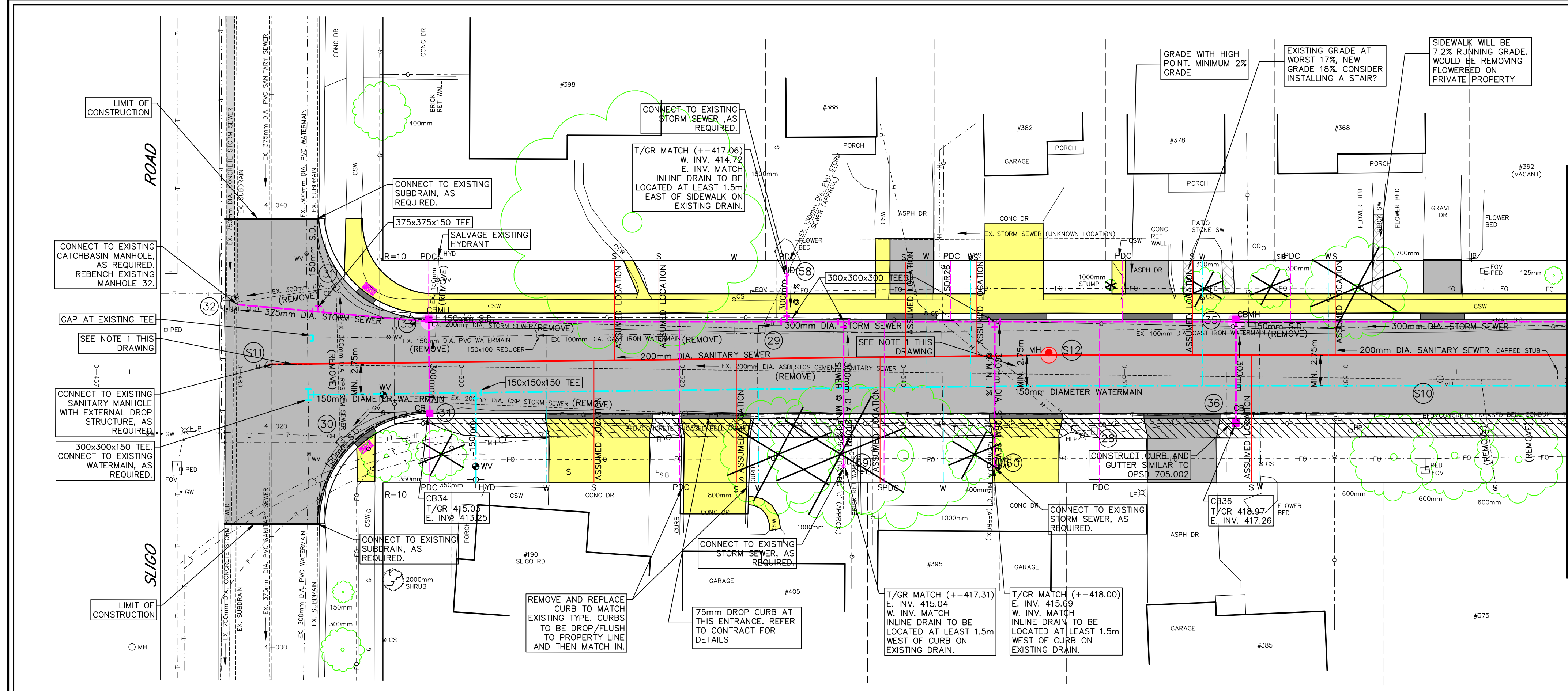
Our conclusions and recommendations are as follows:

- The revised design approach noted in Section 3.0 results in a significant reduction in anticipated tree removals (Section 4.0). We believe that this does address the concerns raised in the 2023 PIC.
- While it is not ideal to have bends in a sanitary service it is not prohibited under the OBC. Affected homeowners should be made aware of the trade-offs if bends are required, should be advised to consider hiring a plumber to install a clean-out access on their service if one does not exist already, and also be made aware that they own the reconstructed portion of the service located on their side of the ROW line.
- The revised design approach will result in more-than-typical excavation, pipe work and restoration required on private property which will increase costs.
- Where trees are removed, a replacement small caliper tree has typically been offered to be planted at the Township's expense on the homeowner's property as long as it won't conflict with services or other utilities.

We note that the proposed design should at this time be considered preliminary. It is possible that as the design progresses, the number of anticipated conflicts may change.

We trust that the above memo meets your needs and provides clarity and direction on this matter.

APPENDIX A
2023 PIC DRAWINGS



ALL WATER SERVICES INSTALLED ARE TO BE MUNICIPEX.
REFER TO NOTES ON DRAWING NO. 5 WHICH ALSO APPLY TO THIS DRAWING.

NOTE 1: THE EXISTING SOUTH INVERT AT MH S11 SHALL BE IDENTIFIED PRIOR TO INSTALLING SEWER SECTION FROM MHS11 TO MHS12 AND MHS12 TO MHS13 TO ENSURE PROPOSED SEWER IS DEEPER THAN EXISTING SEWER AT ALL POINTS. REFER TO NOTE ON THIS PROFILE.

STORM M.H. & C.B. DATA				
No	Station	O/S	Desc.	Grate
33	0+497.0	LT	701.010	400.110 (S)
34	0+497.1	RT	705.010	400.110 (S)
35	0+570.1	LT	701.010	400.110 (S)
36	0+570.1	RT	705.010	400.110 (S)
58	0+529.4	LT	INLINE	
32	0+478.7	LT	ADJUST	
28	0+557.3	LT	REMOVE	
29	0+527.2	LT	REMOVE	
30	0+489.0	RT	REMOVE	
31	0+488.7	LT	REMOVE	
59	0+534.6	RT	INLINE	
60	0+548.2	RT	INLINE	

(S) DENOTES SUMP

STORM SEWER DATA					
No to No	Size	Type	Class	Length	
37 - 35	300	HDPE	CSA B182.8	64.6	
36 - 35	300	HDPE	CSA B182.8	9.5	
35 - 33	300	HDPE	CSA B182.8	73.0	
34 - 33	300	HDPE	CSA B182.8	8.3	
33 - 32	375	HDPE	CSA B182.8	17.4	
58 - TEE	300	HDPE	CSA B182.8	4.3	
59 - TEE	300	HDPE	CSA B182.8	13.1	
60 - TEE	300	HDPE	CSA B182.8	13.1	

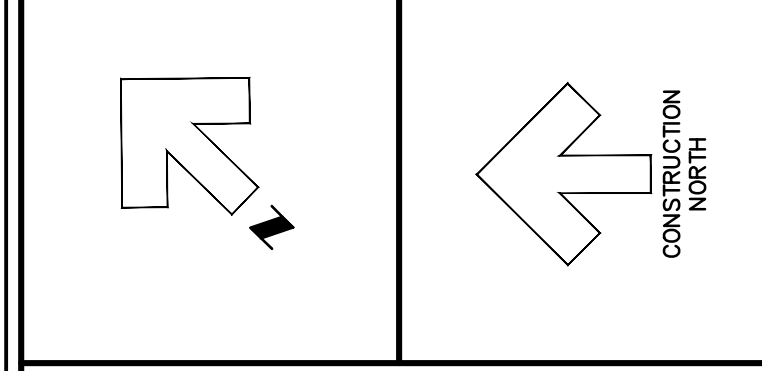
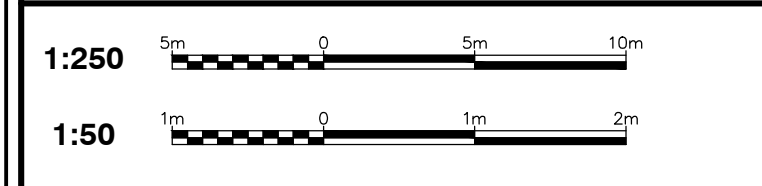
SANITARY M.H. DATA				
No	Station	O/S	Desc.	Grate
S12	0+553.1	LT	701.010	401.010A (B)
S11	0+482.6	RT	ADJUST	(E)
S10	0+588.5	RT	REMOVE	

(B) DENOTES BENCHED
(E) DENOTES EXTERNAL DROP STRUCTURE

SANITARY SEWER DATA				
No to No	Size	Type	Class	Length
S13-S12	200	PVC	SDR35	71.4
S12-S11	200	PVC	SDR35	70.6

LEGEND

- SAN. or STM. (Symbol)
- EXISTING SEWERS, SANITARY or STORM (Symbol)
- EXISTING MANHOLE and CATCHBASIN (Symbol)
- EXISTING WATERMAIN (Symbol)
- EXISTING FIRE HYDRANT (Symbol)
- EXISTING GASMAIN (ENBRIDGE) (Symbol)
- EX. UNDERGROUND TELECOMMUNICATIONS (BELL, ES&L) (Symbol)
- EX. UNDERGROUND FIBRE (WELLINGTON NORTH POWER) (Symbol)
- EX. UNDERGROUND HYDRO OPTIC (NIGHTMAN) (Symbol)
- EX. UTILITY POLES (Symbol)
- PROPOSED SANITARY SEWER (Symbol)
- PROPOSED STORM SEWER (Symbol)
- PROPOSED WATERMAIN (Symbol)
- GRUBBING (TREE REMOVAL) (Symbol)
- PLACE CONC. SIDEWALK AND DRIVES (Symbol)
- REMOVE EXISTING CONC. SIDEWALK AND DRIVES (Symbol)
- PLACE HOT MIX ASPHALT (DRIVES 50mm HL-3 HOT MIX MISC.) (Symbol)
- REMOVE EXISTING ASPHALT (Symbol)
- REINSTALL SALVAGED BRICK PAVING UNITS (Symbol)
- DROP CURB (NOT INCLUDING TAPER) (Symbol)



NOTE
The locations of existing underground utilities are shown in an approximate way only and have not been independently verified by the owner or its representative. The contractor shall determine the exact location of all existing utilities before commencing work and agrees to be fully responsible for any damages which might be occasioned by the contractor's failure to exactly locate and preserve any and all underground utilities.

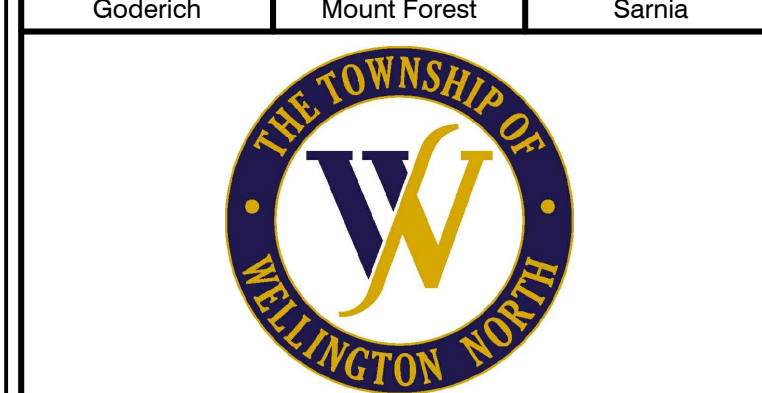
BENCHMARK INFORMATION
?
?
?

BENCHMARK INFORMATION
?
?
?

Design By: J.A.V. Checked By: I.S.D.

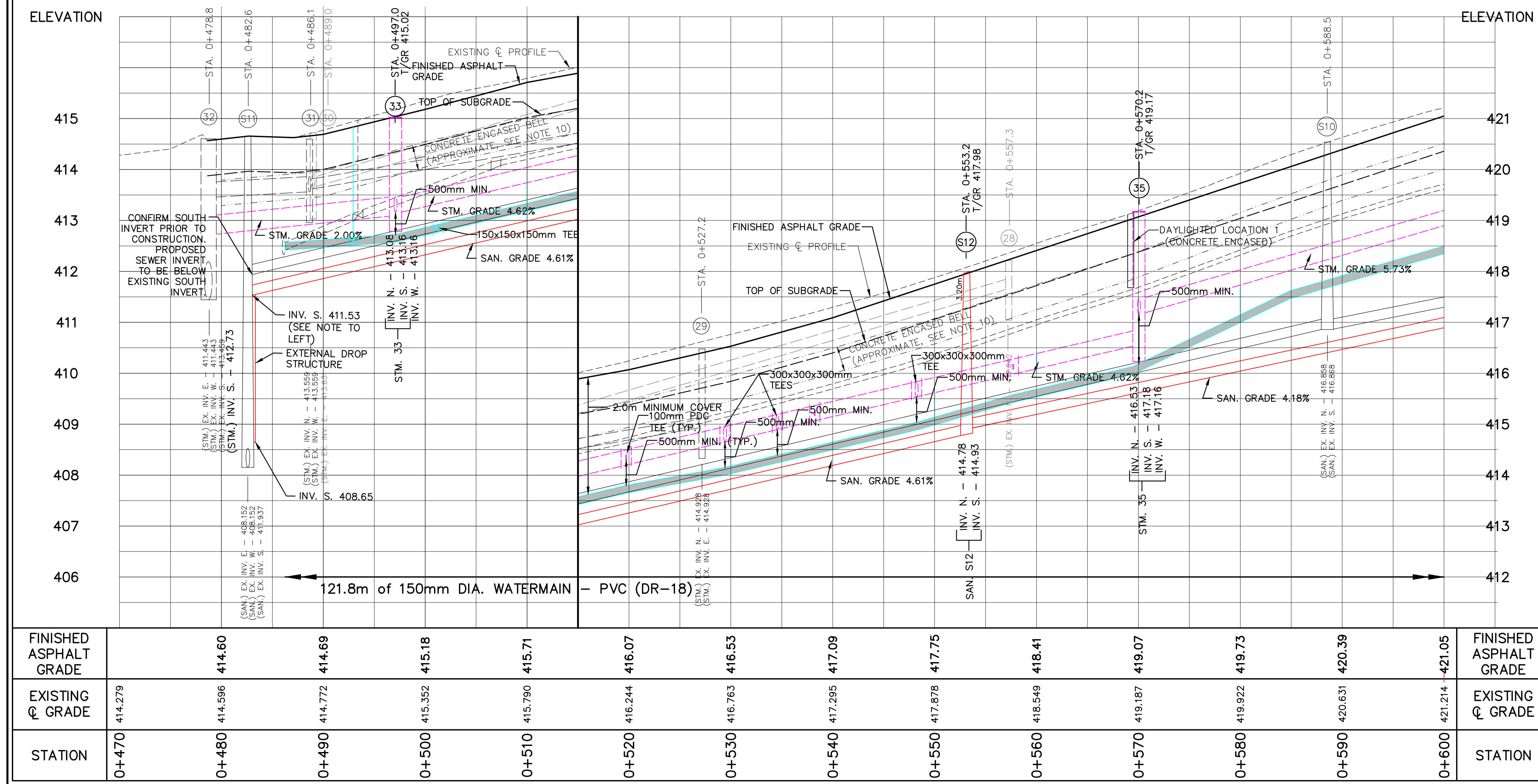
PRELIMINARY

No.	DATE	REVISION
1	Oct. 11, 2023	Issued to Client for Review (Draft Design)
2	Oct. 24, 2023	Issued for Public Information Centre



TOWNSHIP OF WELLINGTON NORTH
FERGUS STREET RECONSTRUCTION
Plan and Profile from Sligo Road to Sta. 0+600

Contract No. ?	Project No. 21340
Scale (24x36) Horizontal : 1:250 Vertical : 1:50	Drawing No. 1 of 7



STORM M.H. & C.B. DATA				
No	Station	O/S	Desc.	Grate
37	0+634.6	LT	701.010	400.110 (S)
38	0+634.6	RT	705.010	400.110 (S)
39	0+700.0	LT	701.010	400.110 (B)

(B) DENOTES BENCHED (S) DENOTES SUMP

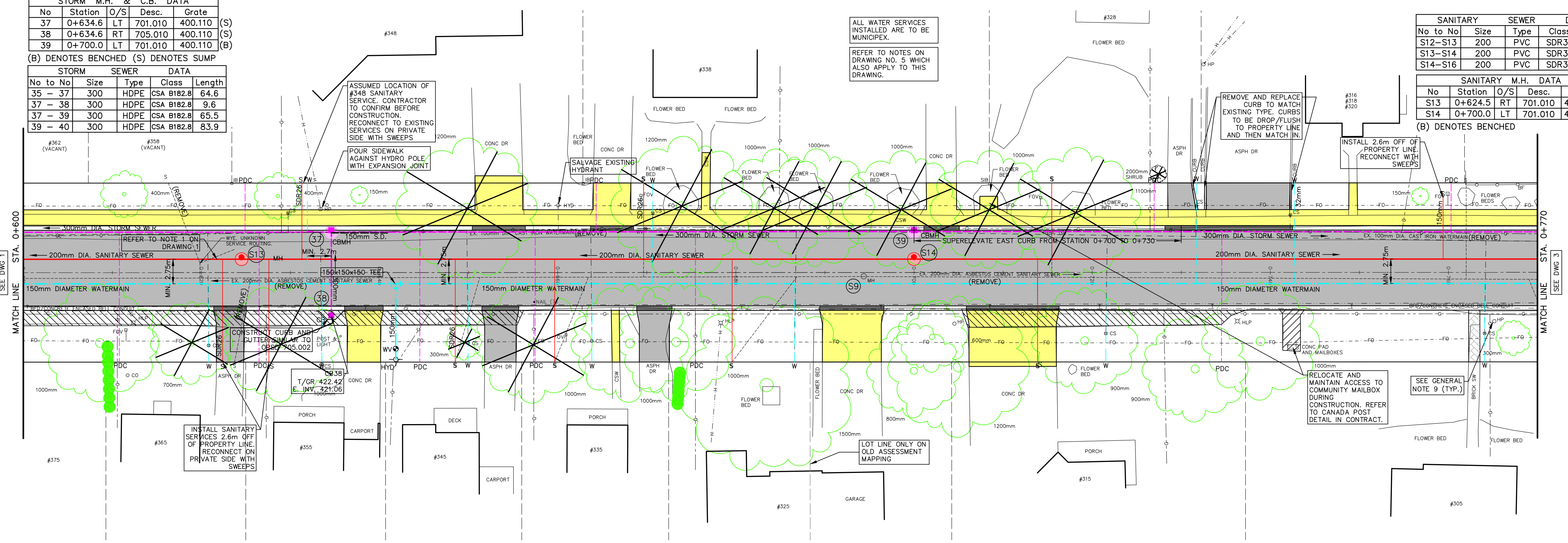
STORM SEWER DATA				
No to No	Size	Type	Class	Length
35 - 37	300	HDPE	CSA B182.8	64.6
37 - 38	300	HDPE	CSA B182.8	9.6
37 - 39	300	HDPE	CSA B182.8	65.5
39 - 40	300	HDPE	CSA B182.8	83.9

SANITARY SEWER DATA				
No to No	Size	Type	Class	Length
S12-S13	200	PVC	SDR35	71.4
S13-S14	200	PVC	SDR35	75.5
S14-S16	200	PVC	SDR35	95.4

SANITARY M.H. DATA				
No	Station	O/S	Desc.	Grate
S13	0+624.5	RT	701.010	401.010A (B)
S14	0+700.0	LT	701.010	401.010A (B)

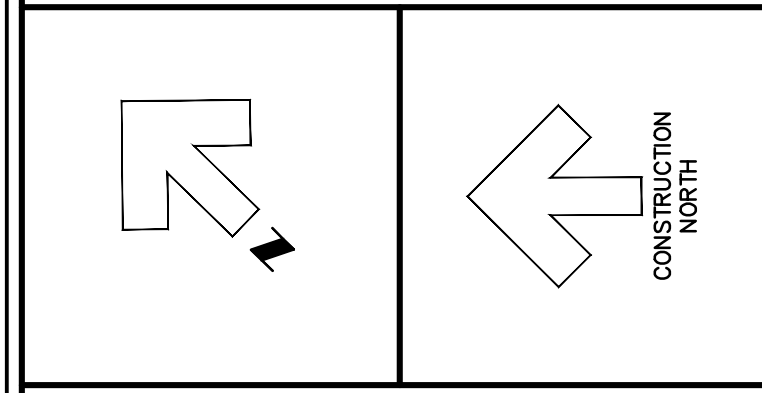
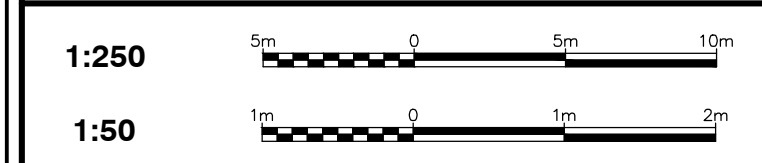
(B) DENOTES BENCHED

ALL WATER SERVICES INSTALLED ARE TO BE MUNICIPEX.
REFER TO NOTES ON DRAWING NO. 5 WHICH ALSO APPLY TO THIS DRAWING.



LEGEND

- SAN. or STM. M.H. CB.
- EXISTING SEWERS, SANITARY or STORM EXISTING MANHOLE and CATCHBASIN
- EXISTING WATERMAIN, EXISTING FIRE HYDRANT
- EXISTING GASMAIN (ENERGIZED)
- EX. UNDERGROUND TELECOMMUNICATIONS BELL, EASTLINK
- EX. UNDERGROUND HYDRO (WELLINGTON NORTH POWER)
- EX. UNDERGROUND FIBRE OPTIC (WIGHTMAN)
- EX. UTILITY POLES
- PROPOSED SANITARY SEWER
- PROPOSED STORM SEWER
- PROPOSED WATERMAIN
- GRUBBERING (TREE REMOVAL)
- REMOVE EXISTING CONC. SIDEWALK AND DRIVES
- REMOVE EXISTING ASPHALT DRIVEWAY AND DRIVES
- REMOVE EXISTING ASPHALT
- REINSTALL SALVAGED BRICK PAVING UNITS
- DROP CURB (NOT INCLUDING TAPER)



NOTE
The locations of existing underground utilities are shown in an approximate way only and have not been independently verified by the owner or its representative. The contractor shall determine the exact location of all existing utilities before commencing work and agrees to be fully responsible for any damages which might be occasioned by the contractor's failure to exactly locate and preserve any and all underground utilities.

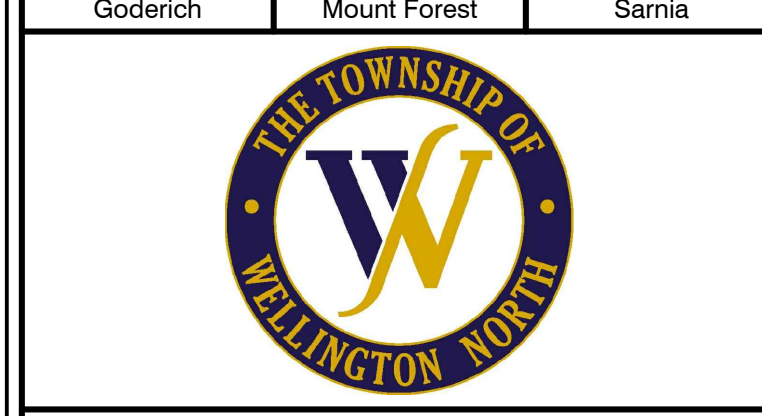
BENCHMARK INFORMATION
B.M. ELEV 414.746
CST Nail & Flag in NE face of hydro pole on south side of road at station 1+001 (#196 Birmingham Street)

B.M. ELEV 414.998
CST Nail & Flag in NE face of hydro pole on south side of road at station 1+092 (#161 Fergus Street)

Design By: J.A.V. Checked By: I.S.D.

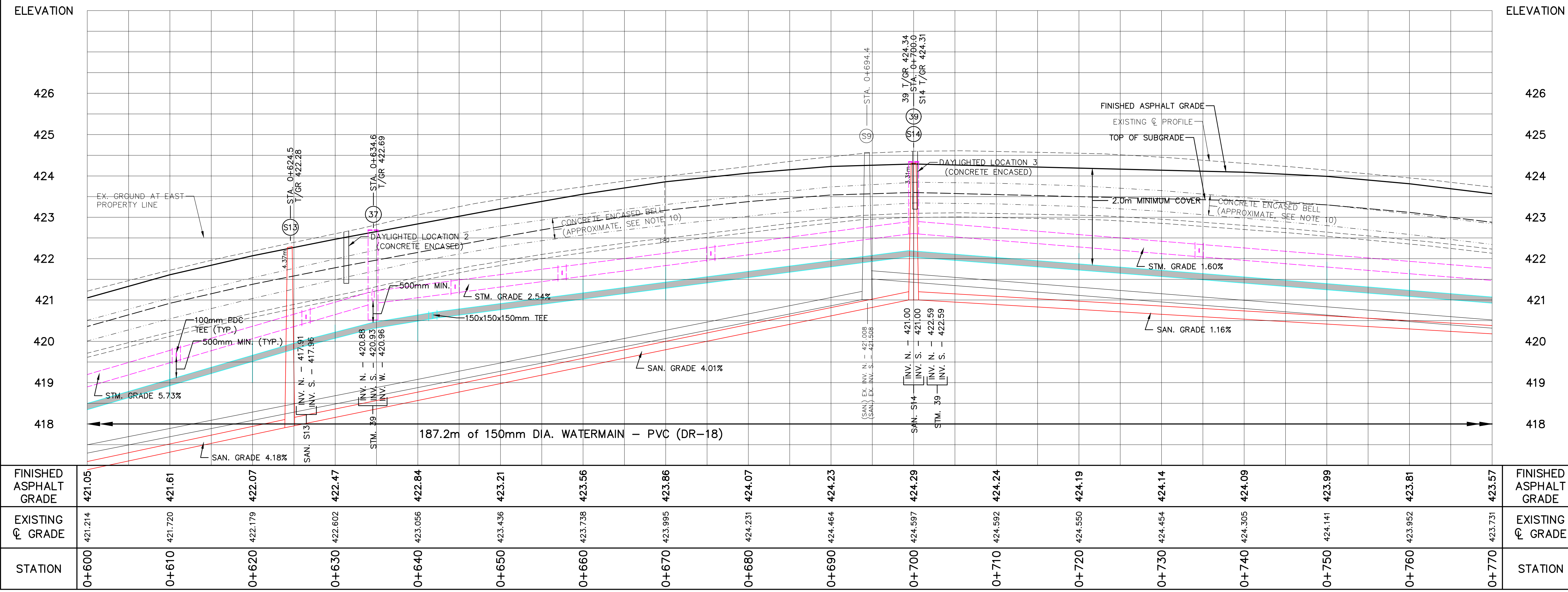
PRELIMINARY

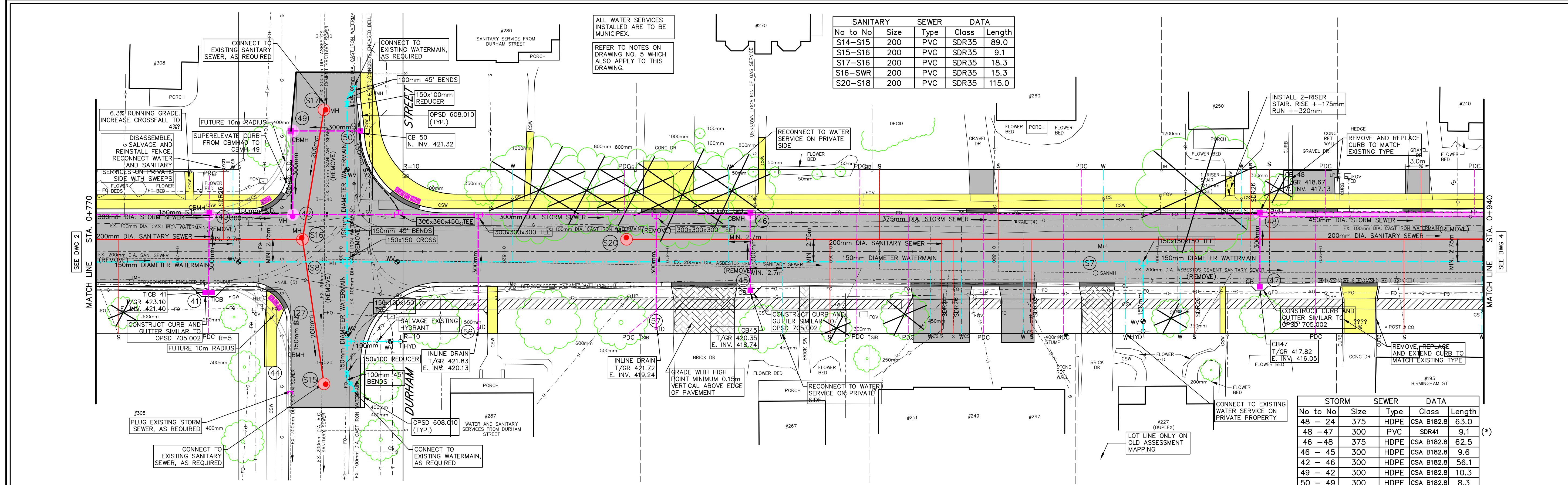
No.	DATE	REVISION
1.	Oct. 11, 2023	Issued to Client for Review (Draft Design)
2.	Oct. 24, 2023	Issued for Public Information Centre



TOWNSHIP OF WELLINGTON NORTH
FERGUS STREET RECONSTRUCTION
Plan and Profile from Sta. 0+650 to Sta. 0+770

Contract No. ?	Project No. 21340
Scale (24x36) Horizontal: 1:250 Vertical: 1:50	Drawing No. 2 of 7



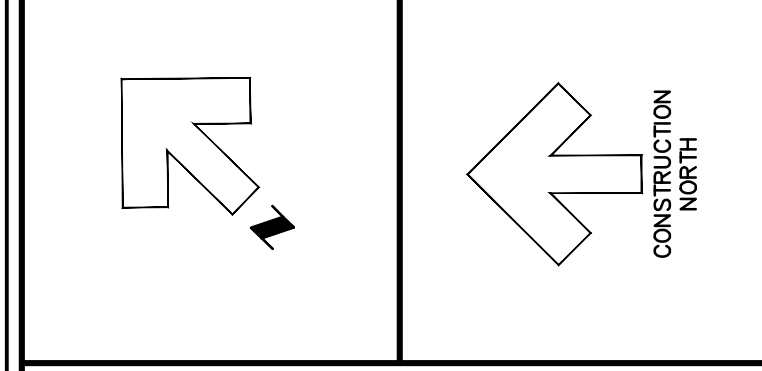
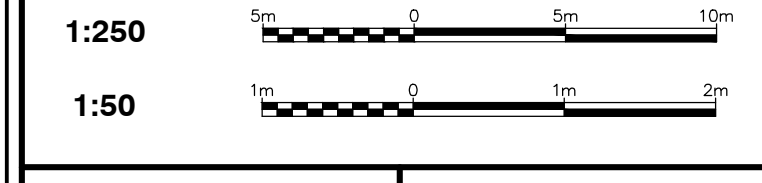


SANITARY SEWER DATA				
No to No	Size	Type	Class	Length
S14-S15	200	PVC	SDR35	89.0
S15-S16	200	PVC	SDR35	9.1
S17-S16	200	PVC	SDR35	18.3
S16-SWR	200	PVC	SDR35	15.3
S20-S18	200	PVC	SDR35	115.0

STORM SEWER DATA				
No to No	Size	Type	Class	Length
48-24	375	HDPE	CSA B182.8	63.0
48-47	300	PVC	SDR41	9.1
46-48	375	HDPE	CSA B182.8	62.5
46-45	300	HDPE	CSA B182.8	9.6
42-46	300	HDPE	CSA B182.8	56.1
49-42	300	HDPE	CSA B182.8	10.3
50-49	300	HDPE	CSA B182.8	8.3
40-42	300	HDPE	CSA B182.8	10.3
41-40	300	HDPE	CSA B182.8	9.8
39-40	300	HDPE	CSA B182.8	83.9
56-TEE	300	HDPE	CSA B182.8	14.0
57-TEE	300	HDPE	CSA B182.8	14.0

LEGEND

- SAN. or STM. M.H. CB
- EXISTING SEWERS, SANITARY or STORM
- EXISTING MANHOLE and CATCHBASIN
- EXISTING WATERMAIN
- EXISTING FIRE HYDRANT
- EXISTING GASMAIN (ENERGIZED)
- EX. UNDERGROUND TELECOMMUNICATIONS (BELL, EASTLINK)
- EX. UNDERGROUND HYDRO (WELLINGTON NORTH POWER)
- EX. UNDERGROUND FIBRE OPTIC (WIGHTMAN)
- EX. UTILTY POLES
- PROPOSED SANITARY SEWER
- PROPOSED STORM SEWER
- PROPOSED WATERMAIN
- GRUBBING (TREE REMOVAL)
- PLACE CONC. SIDEWALK AND DRIVES
- REMOVE EXISTING CONC. SIDEWALK AND DRIVES
- PLACE HOT MIX ASPHALT (DRIVES 50mm H/LD HOT MIX MISC.)
- REMOVE EXISTING ASPHALT
- REINSTALL SALVAGED BRICK PAVING UNITS
- DROP CURB (NOT INCLUDING TAPER)



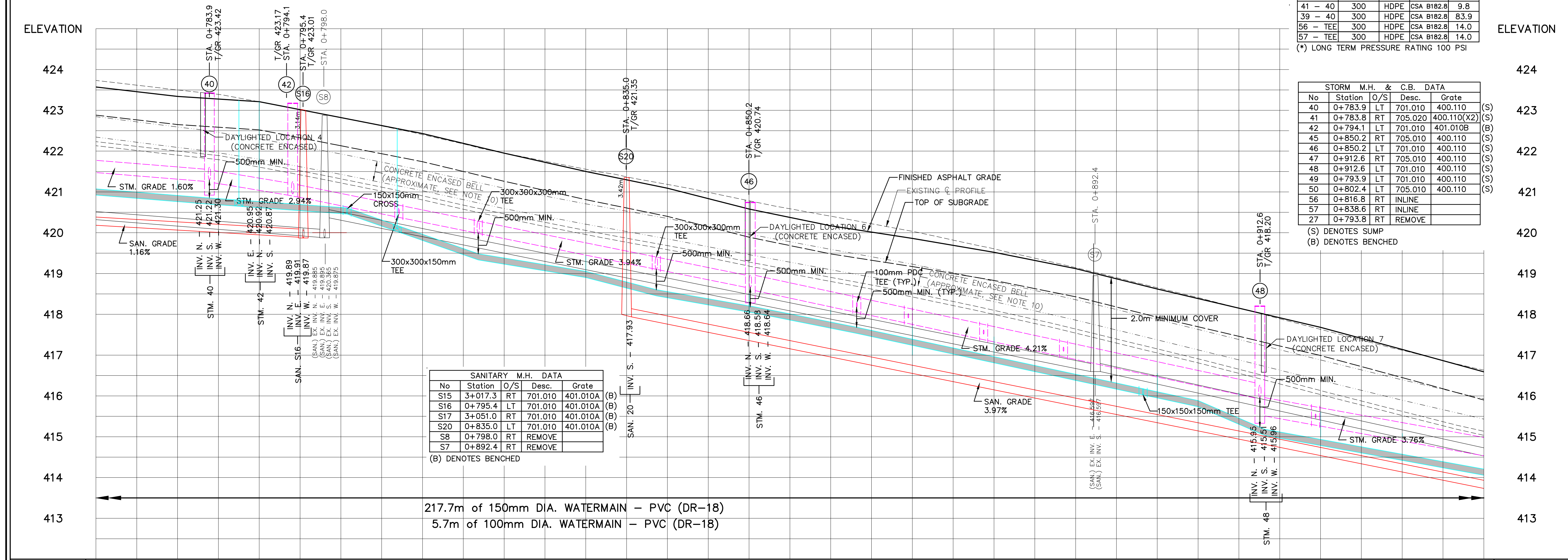
NOTE

The locations of existing underground utilities are shown in an approximate way only and have not been independently verified by the owner or its representative. The contractor shall determine the exact location of all existing utilities before commencing work and agrees to be fully responsible for any damages which might be occasioned by the contractor's failure to exactly locate and preserve any and all underground utilities.

BENCHMARK INFORMATION

B.M. ELEV 414.746
CST Nail & Flag in NE face of hydro pole on south side of road at station 1+001 (#196 Birmingham Street)

B.M. ELEV 414.998
CST Nail & Flag in NE face of hydro pole on south side of road at station 1+092 (#161 Fergus Street)



SANITARY M.H. DATA				
No	Station	O/S	Desc.	Grate
S15	3+017.3	RT	701.010	401.010A (B)
S16	0+795.4	LT	701.010	401.010A (B)
S17	3+051.0	RT	701.010	401.010A (B)
S20	0+835.0	LT	701.010	401.010A (B)
S8	0+798.0	RT	REMOVE	
S7	0+892.4	RT	REMOVE	

(B) DENOTES BENCHED

STORM M.H. & C.B. DATA				
No	Station	O/S	Desc.	Grate
40	0+783.9	LT	701.010	400.110 (S)
41	0+783.8	RT	705.020	400.110(X2) (S)
42	0+794.1	LT	701.010	401.010B (B)
45	0+850.2	RT	705.010	400.110 (S)
46	0+850.2	LT	701.010	400.110 (S)
47	0+912.6	RT	705.010	400.110 (S)
48	0+912.6	LT	701.010	400.110 (S)
49	0+793.9	LT	701.010	400.110 (S)
50	0+802.4	LT	705.010	400.110 (S)
56	0+816.8	RT	INLINE	
57	0+838.6	RT	INLINE	
27	0+793.8	RT	REMOVE	

(S) DENOTES SUMP
(B) DENOTES BENCHED

217.7m of 150mm DIA. WATERMAIN - PVC (DR-18)
5.7m of 100mm DIA. WATERMAIN - PVC (DR-18)

FINISHED ASPHALT GRADE	423.57	423.34	423.21	422.82	422.43	421.95	421.50	421.09	420.58	420.17	419.86	419.52	419.12	418.62	418.15	417.68	417.14	416.59	FINISHED ASPHALT GRADE
EXISTING C GRADE	423.731	423.497	423.207	422.819	422.403	421.952	421.555	421.183	420.782	420.405	420.033	419.605	419.144	418.652	418.152	417.631	417.119	416.632	EXISTING C GRADE
STATION	0+770	0+780	0+790	0+800	0+810	0+820	0+830	0+840	0+850	0+860	0+870	0+880	0+890	0+900	0+910	0+920	0+930	0+940	STATION

Design By: J.A.V. Checked By: I.S.D.

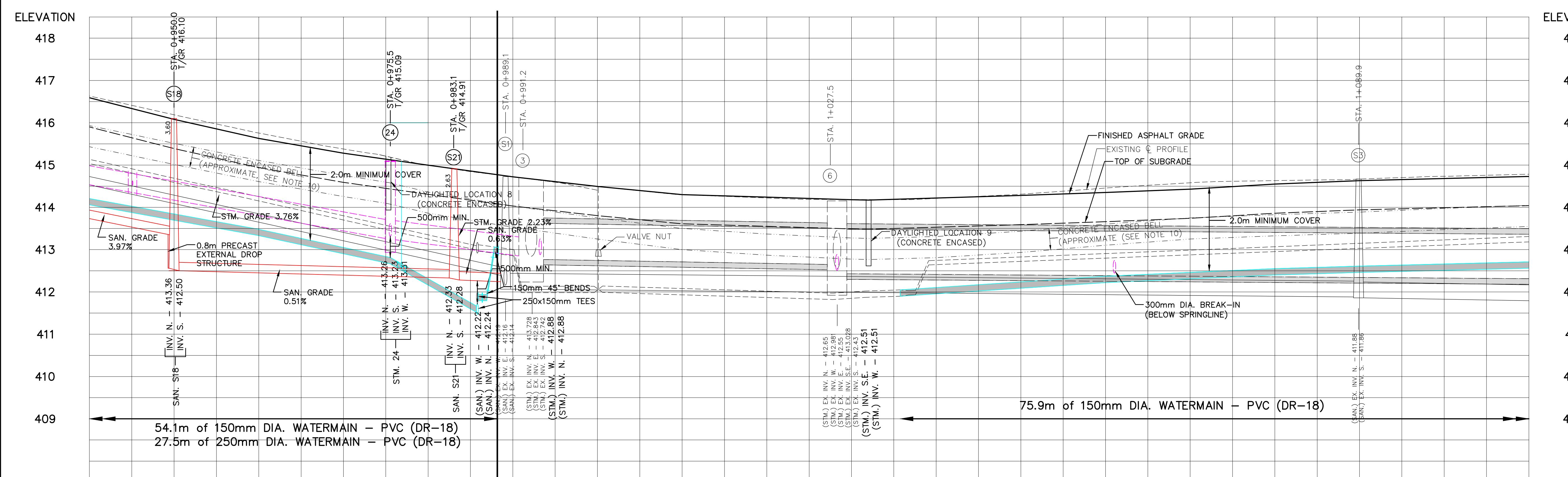
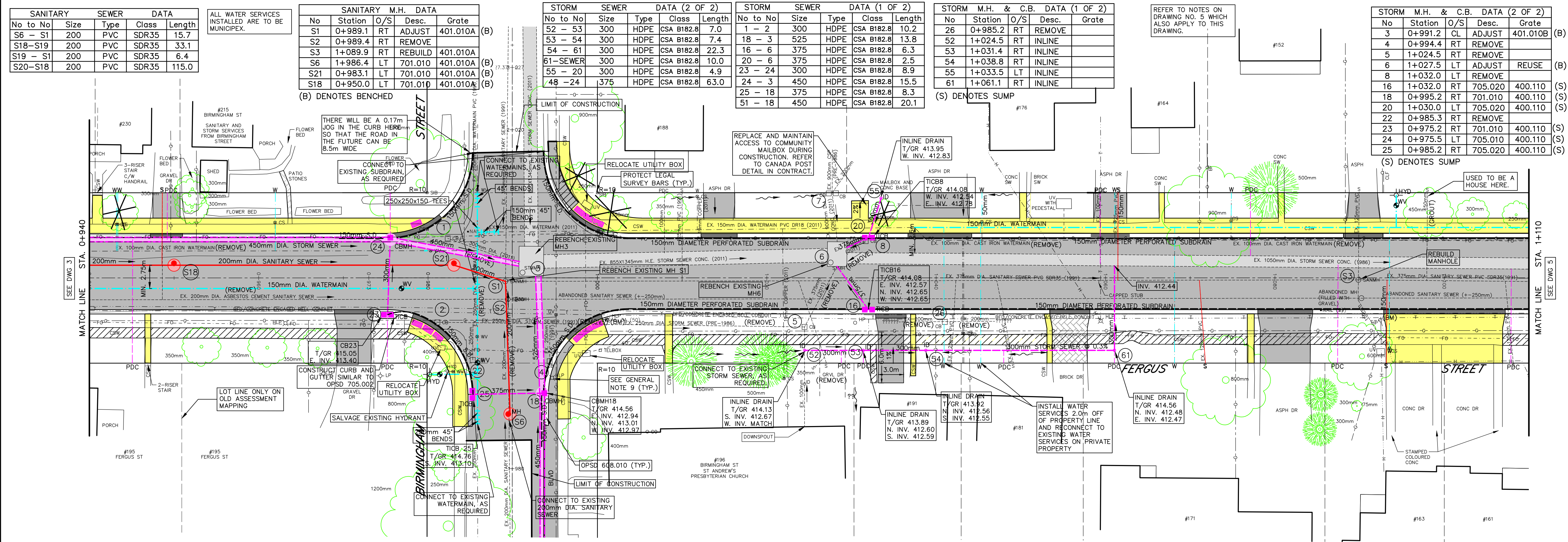
PRELIMINARY

No.	DATE	REVISION
1.	Oct. 11, 2023	Issued to Client for Review (Draft Design)
2.	Oct. 24, 2023	Issued for Public Information Centre



TOWNSHIP OF WELLINGTON NORTH
FERGUS STREET RECONSTRUCTION
Plan and Profile from Sta. 0+770 to Sta. 0+940

Contract No.	Project No.
?	21340
Scale (24x36)	Drawing No.
Horizontal : 1:250 Vertical : 1:50	3 of 7



FINISHED ASPHALT GRADE	416.59	416.08	415.63	415.28	415.00	414.72	414.49	414.30	414.24	414.18	414.17	414.22	414.28	414.35	414.43	414.55	414.63	414.68	414.73	FINISHED ASPHALT GRADE
EXISTING G GRADE	416.632	416.187	415.756	415.379	414.997	414.721	414.495	414.298	414.221	414.184	414.17	414.210	414.310	414.455	414.580	414.631	414.666	414.733	414.784	EXISTING G GRADE
STATION	0+940	0+950	0+960	0+970	0+980	0+990	1+000	1+010	1+020	1+030	1+032	1+040	1+050	1+060	1+070	1+080	1+090	1+100	1+110	STATION

SANITARY SEWER DATA				
No to No	Size	Type	Class	Length
S6 - S1	200	PVC	SDR35	15.7
S18-S19	200	PVC	SDR35	33.1
S19 - S1	200	PVC	SDR35	6.4
S20-S18	200	PVC	SDR35	115.0

SANITARY M.H. DATA				
No	Station	O/S	Desc.	Grate
S1	0+989.1	RT	ADJUST	401.010A (B)
S2	0+989.4	RT	REMOVE	
S3	1+089.9	RT	REBUILD	401.010A
S6	1+986.4	LT	701.010	401.010A (B)
S21	0+983.1	LT	701.010	401.010A (B)
S18	0+950.0	LT	701.010	401.010A (B)

STORM SEWER DATA (2 OF 2)				
No to No	Size	Type	Class	Length
52 - 53	300	HDPE	CSA B182.8	7.0
53 - 54	300	HDPE	CSA B182.8	7.4
54 - 61	300	HDPE	CSA B182.8	22.3
61 - SEWER	300	HDPE	CSA B182.8	10.0
55 - 20	300	HDPE	CSA B182.8	4.9
48 - 24	375	HDPE	CSA B182.8	63.0

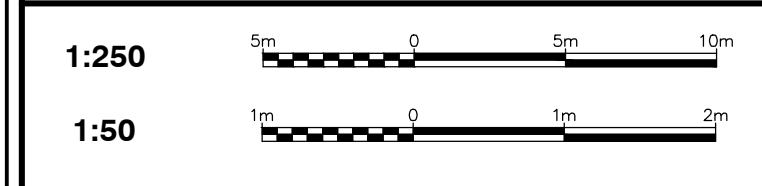
STORM SEWER DATA (1 OF 2)				
No to No	Size	Type	Class	Length
1 - 2	300	HDPE	CSA B182.8	10.2
18 - 3	525	HDPE	CSA B182.8	13.8
16 - 6	375	HDPE	CSA B182.8	6.3
20 - 6	375	HDPE	CSA B182.8	2.5
23 - 24	300	HDPE	CSA B182.8	8.9
24 - 3	450	HDPE	CSA B182.8	15.5
25 - 18	375	HDPE	CSA B182.8	8.3
51 - 18	450	HDPE	CSA B182.8	20.1

STORM M.H. & C.B. DATA (1 OF 2)				
No	Station	O/S	Desc.	Grate
26	0+985.2	RT	REMOVE	
52	1+024.5	RT	INLINE	
53	1+031.4	RT	INLINE	
54	1+038.8	RT	INLINE	
55	1+033.5	LT	INLINE	
61	1+061.1	RT	INLINE	

STORM M.H. & C.B. DATA (2 OF 2)				
No	Station	O/S	Desc.	Grate
3	0+991.2	CL	ADJUST	401.010B (B)
4	0+994.4	RT	REMOVE	
5	1+024.5	RT	REMOVE	
6	1+027.5	LT	ADJUST	REUSE (B)
8	1+032.0	RT	705.020	400.110 (S)
16	1+032.0	RT	705.020	400.110 (S)
18	0+995.2	RT	701.010	400.110 (S)
20	1+030.0	LT	705.020	400.110 (S)
22	0+985.3	RT	REMOVE	
23	0+975.2	RT	701.010	400.110 (S)
24	0+975.5	LT	705.010	400.110 (S)
25	0+985.2	RT	705.020	400.110 (S)

LEGEND

- SAN. or STM. M.H. or C.B.
- EXISTING SEWERS, SANITARY or STORM
- EXISTING MANHOLE and CATCHBASIN
- EXISTING WATERMAIN, -
- EXISTING GASMAIN (ENERGIZED)
- EX. UNDERGROUND TELECOMMUNICATIONS (ELECTRICAL)
- EX. UNDERGROUND HYDRO (WELLINGTON NORTH POWER)
- EX. UNDERGROUND FIBRE OPTIC (WIGHTMAN)
- EX. UTILITY POLES
- PROPOSED SANITARY SEWER
- PROPOSED STORM SEWER
- PROPOSED WATERMAIN
- GRUBBING (TREE REMOVAL)
- REMOVE EXISTING CONC. SIDEWALK AND DRIVES
- REMOVE EXISTING CONC. SIDEWALK AND DRIVES
- REINSTALL SALVAGED BRICK PAVING UNITS
- DROP CURB (NOT INCLUDING TAPER)



NOTE

The locations of existing underground utilities are shown in an approximate way only and have not been independently verified by the owner or its representative. The contractor shall determine the exact location of all existing utilities before commencing work and agrees to be fully responsible for any damages which might be occasioned by the contractor's failure to exactly locate and preserve any and all underground utilities.

BENCHMARK INFORMATION

B.M. ELEV 414.746
CST Nail & Flag in NE face of hydro pole on south side of road at station 1+001 (#196 Birmingham Street)

B.M. ELEV 414.998
CST Nail & Flag in NE face of hydro pole on south side of road at station 1+092 (#161 Fergus Street)

Design By: J.A.V. Checked By: I.S.D.

PRELIMINARY

No.	DATE	REVISION
1.	Apr. 21, 2023	Issued to Client for Review (Draft Design)
2.	Oct. 11, 2023	Issued to Client for Review (Draft Design)
3.	Oct. 24, 2023	Issued for Public Information Centre



TOWNSHIP OF WELLINGTON NORTH

FERGUS STREET RECONSTRUCTION

Plan and Profile from Sta. 0+940 to Sta. 1+110

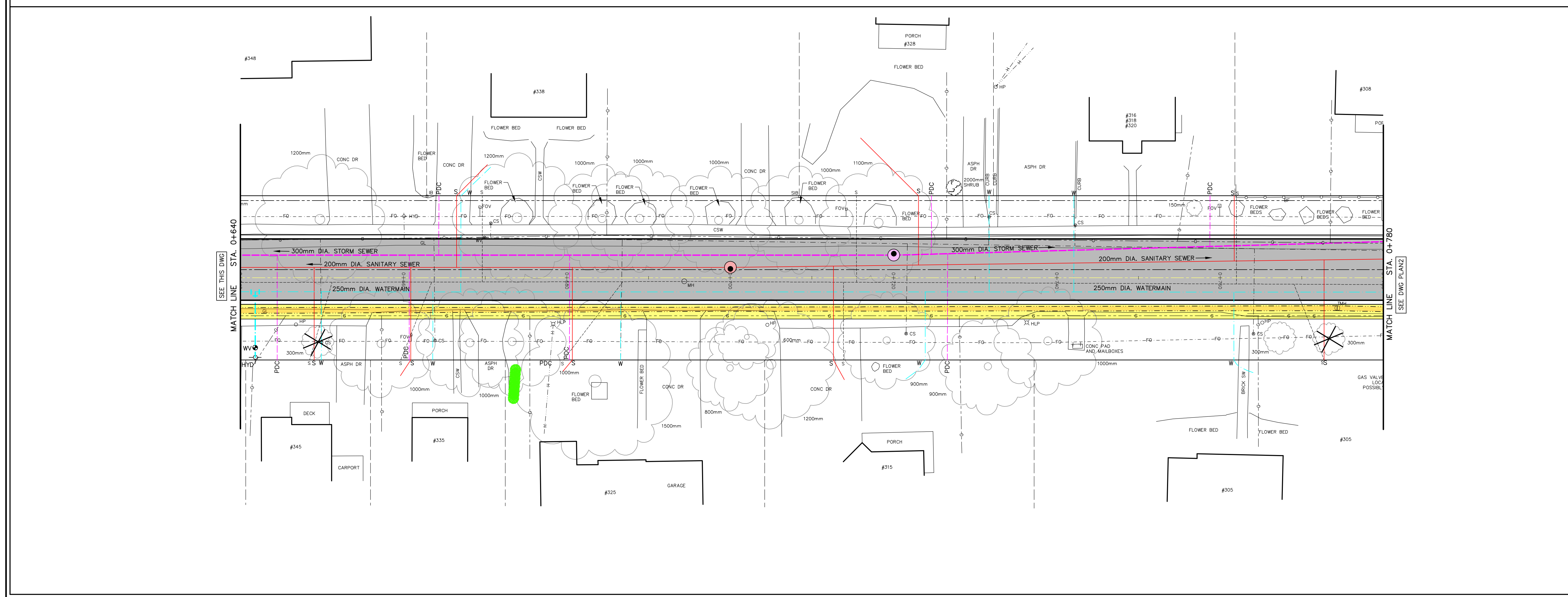
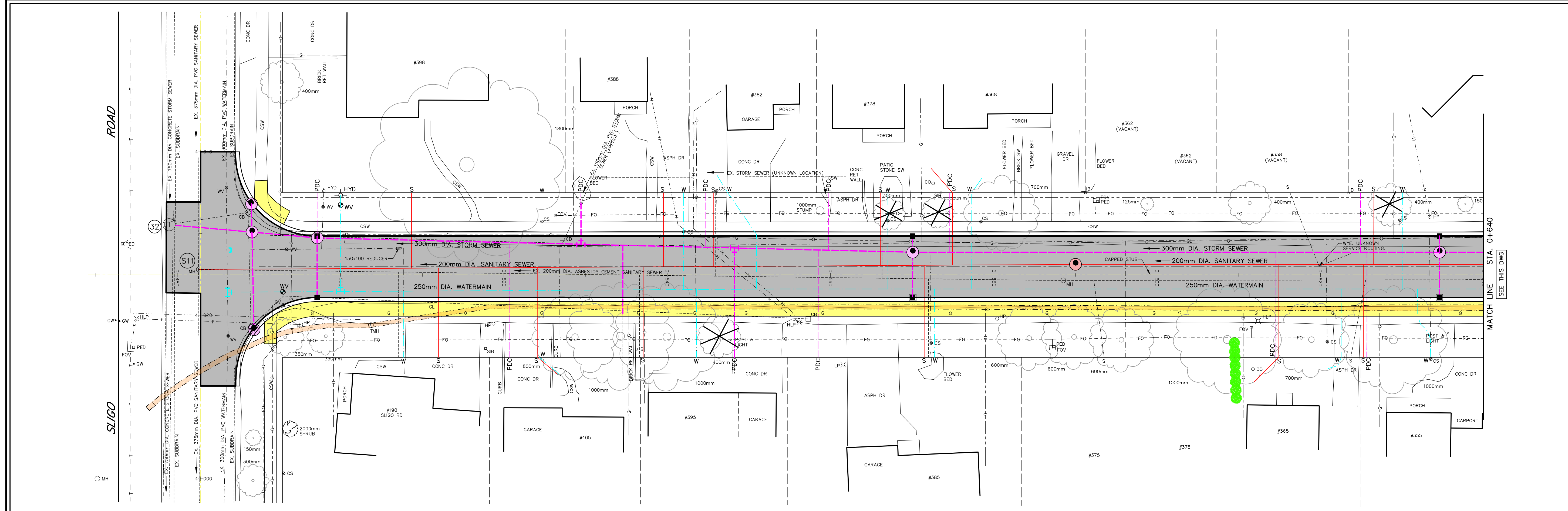
Project No. 21340

Drawing No. 4 of 7

Scale (24x36)
Horizontal: 1:250
Vertical: 1:50

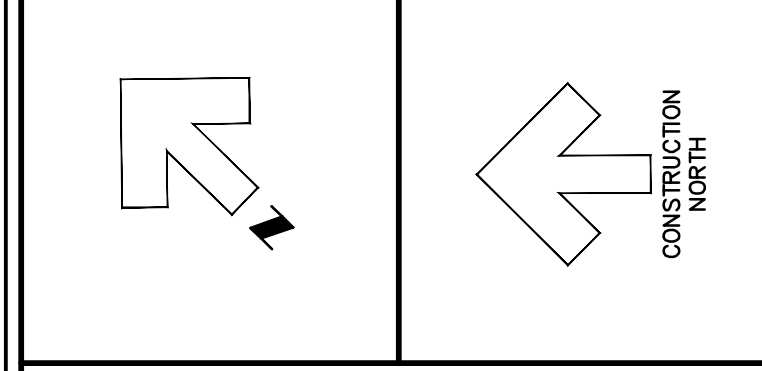
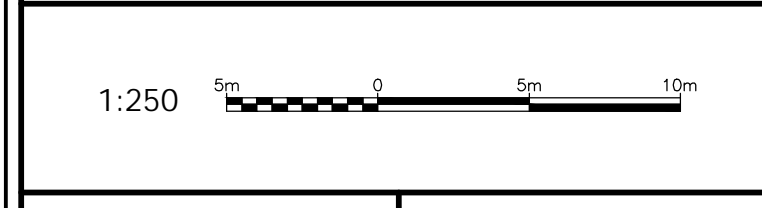
APPENDIX B

CURRENT CONCEPTUAL LAYOUT (PLAN ONLY)



LEGEND

- SAN. or STM. --- EXISTING SEWERS, SANITARY or STORM
- W --- EXISTING WATERMAIN and CATCHBASIN
- G --- EXISTING GASMAIN (ENBRIDGE)
- T --- EX. UNDERGND TELECOMMUNICATIONS (BELL, EASTLINK)
- H --- EX. UNDERGROUND HYDRO (WELLINGTON NORTH POWER)
- F --- EX. UNDERGROUND FIBRE OPTIC (NIGHTMAN)
- U --- EX. UTILITY POLES
- P --- PROPOSED SANITARY SEWER
- S --- PROPOSED STORM SEWER
- W --- PROPOSED WATERMAIN
- X --- GRUBBING (TREE REMOVAL)
- Y --- PLACE CONC. SIDEWALK AND DRIVES
- Z --- PLACE HOT MIX ASPHALT (DRIVES 50mm HL-3 HOT MIX MISC.)
- AA --- REINSTALL SALVAGED BRICK PAVING UNITS
- AB --- DROP CURB (NOT INCLUDING TAPER)
- AC --- REMOVE EXISTING CONC. SIDEWALK AND DRIVES
- AD --- REMOVE EXISTING ASPHALT



NOTE
 The locations of existing underground utilities are shown in an approximate way only and have not been independently verified by the owner or its representative. The contractor shall determine the exact location of all existing utilities before commencing work and agrees to be fully responsible for any damages which might be occasioned by the contractor's failure to exactly locate and preserve any and all underground utilities.

BENCHMARK INFORMATION
 ?
 ?
 ?

BENCHMARK INFORMATION
 ?
 ?
 ?

Design By: J.A.V. Checked By: I.S.D.

No.	DATE	REVISION
1	Sep. 16, 2024	Issued to Client for Review



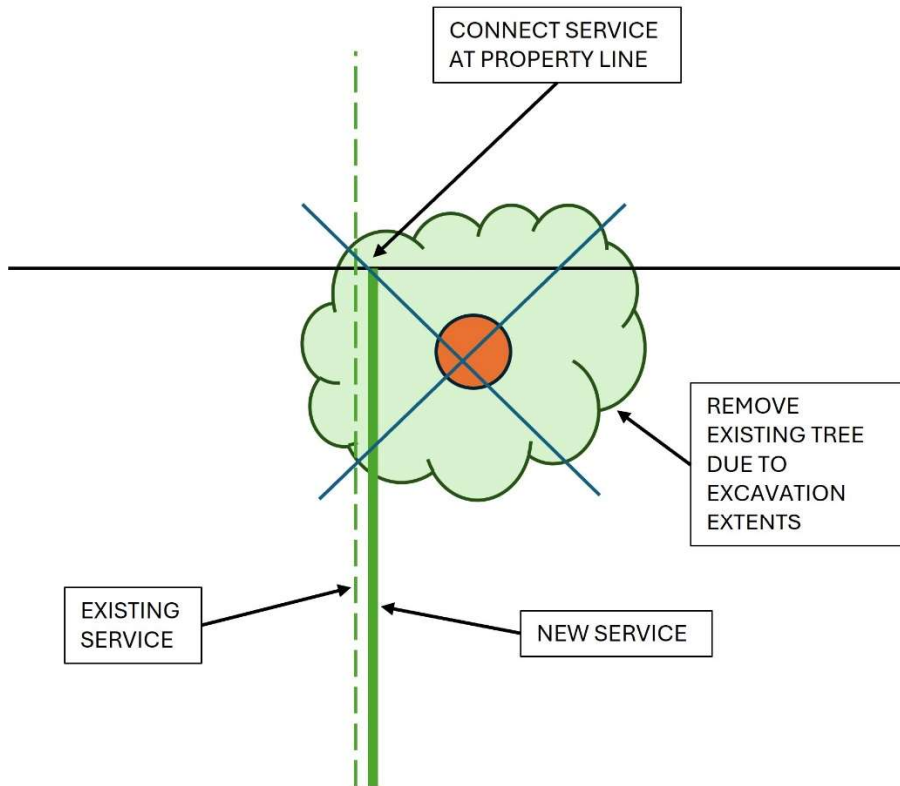
TOWNSHIP OF WELLINGTON NORTH
FERGUS STREET RECONSTRUCTION
 Plan View from Sligo Road to Sta. 0+780

Contract No. ?
 Project No. 21340A,B
 Scale (24x36)
 Horizontal : 1:250
 Vertical : 1:50
 Drawing No. Plan1

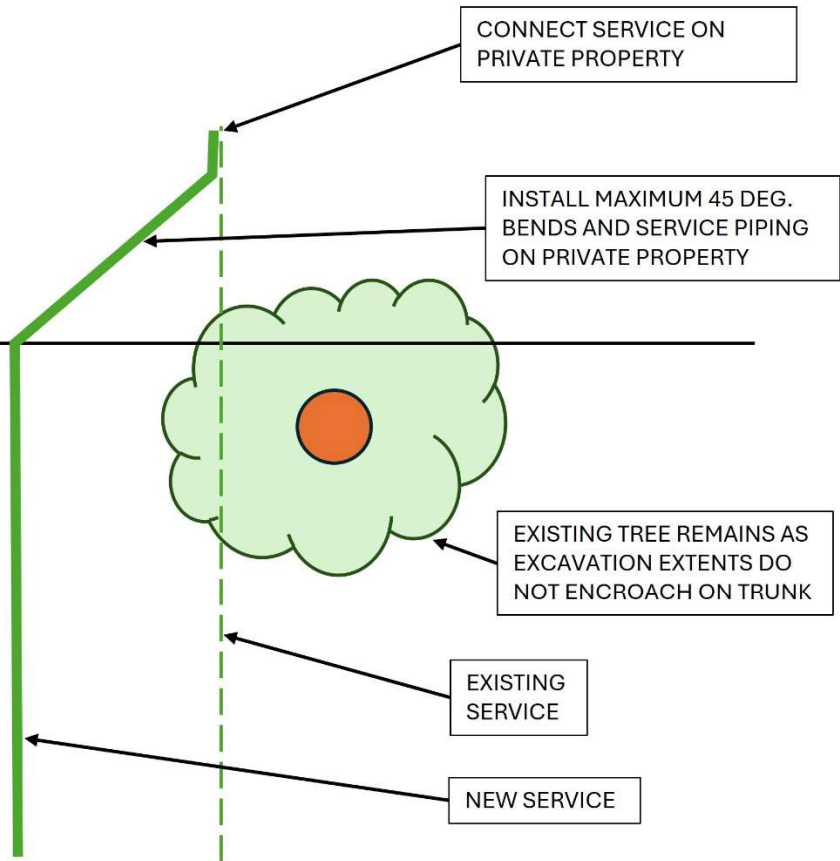
APPENDIX C

SERVICING APPROACH

ORIGINAL DESIGN APPROACH FOR SERVICING



REVISED DESIGN APPROACH FOR SERVICING





TOWNSHIP OF WELLINGTON NORTH

TO: Mayor and Council
 DATE: 2024-09-23
 MEETING TYPE: Open
 SUBMITTED BY: Tammy Stevenson, Senior Project Manager
 REPORT #: INF 2024-017
 REPORT TITLE: Award of Lion Roy Grant Pool and Bath House Demolition

RECOMMENDED MOTION

THAT the Council of the Corporation of the Township of Wellington North receive Report INF 2024-017 award of the Lion Roy Grant Pool and Bath House Demolition project;

AND FURTHER THAT Council award RFT 2024-010 to Yard Weasels Inc. at a cost of \$197,754.52 inclusive of HST

AND THAT Council authorize staff to sign any necessary agreements with Yard Weasels Inc to execute the Lion Roy Grant Pool and Bath House Demolition project.

PREVIOUS REPORTS/BY-LAWS/RESOLUTIONS

INF 2024-012 393 Parkside Drive Lion Roy Grant Pool

2024 Capital Budget

BACKGROUND

The request for tender (RFT) RFT 2024-010 for the Lion Roy Grant Pool and Bath House Demolition project was advertised on the Township website starting August 19, 2024, and closed September 11, 2024.

Township had seventeen (17) bid takers for RFT 2024-010.

The Township received three (3) tender submission packages prior to the RFT tender closing deadline from the following contractors:

<u>Contractor</u>	<u>Tender Price (Including HST)</u>
Yard Weasels Inc	\$197,754.52
Schouten Excavating Inc	\$314,465.44
Reeves Construction Ltd	\$320,908.70

The Township received one (1) tender submission package after the RFT tender closing deadline. The tender was returned to the bidder unopened as per Township's Purchasing and Procurement Policy.

ANALYSIS

All tender submission packages were reviewed by staff based on the specified tendering requirements and evaluated on cost.

Yard Weasels Inc was the lowest tender bid cost and met the RFT requirements as specified. Therefore, Township staff recommend the for award of this RFT to Yard Weasels Inc.

CONSULTATION

Brooke Lambert, Chief Administrative Officer

Jerry Idialu, Director of Finance/Treasurer

Corey Schmidt, Manager of Environmental Services

Tom Bowden, Manager of Recreation Services

Mandy Jones, Manager of Community and Economic Development

FINANCIAL CONSIDERATIONS

Lowest tender bid of \$197,754.52 including HST is within the approved 2024 Capital Budget of \$200,000.

2023 Capital Budget for Water Physical Security Upgrades has \$58,000 remaining to be utilized towards the new fence at the well and standpipe site.

ATTACHMENTS

None

STRATEGIC PLAN 2024

- 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: 2024-09-23

MEETING TYPE: Open

SUBMITTED BY: Brooke Lambert, CAO

REPORT #: CAO 2024-011

REPORT TITLE: Wellington North Power Water and Sewer Billing & Collections Implementation Update and Collection Services Agreement

RECOMMENDED MOTION

THAT Council of the Corporation of the Township of Wellington North receive report CAO 2024-011 Wellington North Power Water and Sewer Billing & Collections Implementation Update;

AND THAT the updated draft Service Level Agreement for 2025 and 2026 with Wellington North Power Inc for the Provision of Water and Sewer Billing and Collection Services be approved;

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

PREVIOUS REPORTS/BY-LAWS/RESOLUTIONS

CAO 2024-007 Wellington North Power Water and Sewer Billing & Collections Administration Update.

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

BACKGROUND

Wellington North Power (WNP) has provided the service of billing and collection of water and sewer user fees on behalf of the Township for many years. In 2017, this arrangement was formalized by the "Service Level Agreement with Wellington North Power Inc for the Provision of Water and Sewer Billing and Collection Services". There have been 4 consecutive renewed agreements since that time.

ANALYSIS

In May 2024, Council approved the direction to move towards a policy whereby all water and sewer services are to remain the responsibility of property owners and landlords. Under this policy, these services cannot be transferred to tenants and the property owner/landlord is responsible for receiving monthly user fee invoices and payment for these services. (In the past, property owners/landlords have been allowed to transfer the water and sewer services to the tenants residing at the property.)

By implementing this policy, it was recognized that this approach would need to be phased in as there are several different landlord/tenant scenarios to be considered. Consequently, staff for both the Township and WNP have developed a schedule for implementation that will allow landlords to assume ownership of the water and sewer services in a manner that addresses their specific circumstances. This includes scenarios for:

- New builds (singles or multi-use complex)
- Single dwellings
- Multi-unit complexes

All property owners impacted by this change were mailed a letter communicating next steps. Information about this transition can also be found on the Township's website at: wellington-north.com. Further, an open house for interested landowners will be held on October 10, 2 – 4 pm at the Township of Wellington North Municipal Office in Kenilworth.

Next Steps

Some transfer of accounts have already been initiated in the situation where services in the name of tenant were in arrears and remain unpaid despite a letter being sent from WNP to both the tenant and landlord. All new accounts must also be with the landowner. Township and WNP staff continue to communicate with all parties and respond to inquiries.

The drafted 2025/2026 Service Agreement Schedule A reflects these changes and the accompanying transition approach.

CONSULTATION

Staff at both the Township of Wellington North (CAO, Environmental Services, Treasurer and Deputy Treasurer) and Wellington North Power were consulted as part of this update.

FINANCIAL CONSIDERATIONS

There are no financial considerations in receiving this report for information.

ATTACHMENTS

Attachment 1. Draft Water and Sewer Billing and Collections Services Agreement (Jan 1 2025 – December 2026)

STRATEGIC PLAN 2024

- 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

WELLINGTON NORTH POWER INC.

- and -

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

WATER & SEWER BILLING AND COLLECTIONS SERVICES AGREEMENT

January 1 2025 to December 31 2026

Draft - December xx, 2024

Contents

- 1. **Definitions**.....3
- 2. **Interpretations**.....6
- 3. **Services**7
- 4. **Fees and Payments**.....9
- 5. **Bi-Annual Review of Schedules**.....9
- 6. **Indemnification**.....10
- 7. **Dispute Resolution**10
- 8. **Audit Rights**.....11
- 9. **Term and Termination**.....11
- 10. **Force Majeure**12
- 11. **Confidentiality and Ownership of Information**.....12
- 12. **Records Maintenance**14
- 13. **Default and Remedies**.....14
- 14. **Successors and Assigns**15
- 15. **Notice of Claims**.....15
- 16. **Insurance**16
- 17. **Limitation of Liability**17
- 18. **Representations and Warranties of the Contractor**17
- 19. **Representations and Warranties of the Township**.....17
- 20. **Notices**.....18
- 21. **Amendments**18
- 22. **Termination of Prior Agreements**.....18
- 23. **General**19
- 24. **Executed Agreement**.....21
- SCHEDULE A - SERVICES**.....22
- 1. **Objective**22
- 2. **Description of Services**22
- 3. **Service Level Standards**.....27
- 4. **Outcome Targets**28
- 5. **Apportionment of Costs**29
- 6. **Apportionment of Risk**29
- SCHEDULE B - SERVICES**.....30
- 1. **Account Set-up Fees**30
- 2. **Rates**.....30

THIS AGREEMENT made as of this xxth day of xxxx, 2024 BETWEEN:

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

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

- and -

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

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

WHEREAS

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

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

1. Definitions

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

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

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

"Act" means the *Ontario Energy Board Act, 1998*;

"Affiliate," with respect to a corporation, shall have the same meaning as is ascribed to such term in the *Business Corporations Act* (Ontario);

"ARC" has the meaning ascribed to such term in the Recitals;

"Billing" is the process performed by the Contractor to produce and issue bills (invoices) to account holders. A bill shows the fees and charges payable by the account holder for the water and /or sewer services for the "billing" period. A "billing" period is from a start date 'x' to end date 'y', typically a calendar month comprising of 1st to 30th / 31st;

"Business Day" means any day other than a Saturday or Sunday or a statutory or bank holiday in the Province of Ontario;

"Collections" is the activity performed by the Contractor to collect money owing from accountholders for payment of water and/or sewer services as detailed on the bills issued by the Contractor;

"Confidential Information" means all information that has been identified as confidential and which is furnished or disclosed by the Disclosing Party and its Representatives to the Receiving Party and its Representatives in connection with this Agreement, whether before or after its execution, including all new information derived at any time from any such confidential information, but excluding (a) publicly-available information, unless made public by the Receiving Party or its Representatives in a manner not permitted by this Agreement; (b) information disclosed to the Receiving Party from a source other than the Disclosing Party or its Representative, if such source is not subject to any agreement with the Disclosing Party prohibiting such disclosure to the Receiving Party; and (c) information that is independently developed by the Receiving Party;

"CSA" means the Canadian Standards Association;

"Default" has the meaning ascribed to such term in Section 13.1;

"Defaulting Party" has the meaning ascribed to such term in Section 13.1;

"Disclosing Party" means, with respect to Confidential Information, the Party and/or its Representatives providing or disclosing such Confidential Information and may be the Township or the Contractor, as applicable;

"Event of Default" has the meaning ascribed to such term in Section 13.1; **"Force Majeure Event"** has the meaning ascribed to such term in Section 10.1;

"Fees and Charges" means the financial fees, charges set by the Township for the payment of water and sewer services as consumed by the accountholder. The fees and charges are established in By-Laws passed by the Township setting-out the fees to be applied by the Contractor for the purposes of billing the accountholder. These fees include metered rates (i.e. a rate per m³ of water),

flat rates (i.e. a single rate to be applied regardless of usage), maintenance fees and account set-up fees;

"Fully Allocated Cost" means the sum of direct costs plus a proportional share of Indirect Costs;

"Governmental Authority" means any federal, provincial, or municipal government, parliament or legislature, or any regulatory authority, agency, tribunal, commission, board or department of any such government, parliament or legislature, or any court or other law, regulation or rule-making entity, having jurisdiction in the relevant circumstances, including the IESO, the CSA, the OEB, the Electrical Safety Authority, and any Person acting under the authority of any Governmental Authority;

"Indirect Costs" means costs that cannot be identified with a specific unit of product or service or with a specific operation or cost centre, and include but are not limited to overhead costs, administrative and general expenses, and taxes;

"Laws and Regulations" means:

- (a) Applicable federal, provincial or municipal laws, orders-in-council, by-laws, codes, rules, policies, regulations and statutes, including:
 - (i) the OESC;
 - (ii) the *Ontario Health & Safety Act*;
 - (iii) the Distribution System Code, the Code and any other codes issued by the OEB;
- (b) Applicable orders, decisions, codes, judgments, injunctions, decrees, awards and writs of any court, tribunal, arbitrator, Governmental Authority or other Person having jurisdiction;
- (c) Applicable rulings and conditions of any licence, permit, certificate, registration, authorization, consent and approval issued by a Governmental Authority; and
- (d) Any requirements under or prescribed by applicable common law;

"Local Distribution Company" means the Contractor as an electricity distributor that is licensed under Part V of the Act;

"Metered" means the quantity of water used by a consumer (account holder) at their property that is measured by a water meter installed at the facility;

"MFIPPA" means the *Municipal Freedom of Information and Protection of Privacy Act* of Ontario, as amended from time to time;

"Minimum Retention Period" means a mandatory retention period of at least six (6) years, calculated from the end of the last calendar year to which the applicable record relates, as required under the Mandatory Record Retention Period Policy for Regulatory Entities (File No. EB-2015-0247) published by the OEB (as may be amended or restated);

"Non-Metered" means there is no meter installed at account-holder's property to measure the quantity of water withdrawn or sewer wastage disposed;

"Non-Routine Service Request" is a Service Request in respect of a Critical Failure;

"OEB" means the Ontario Energy Board or its successor;

"OESC" means the Ontario Electrical Safety Code;

"Party" means the Township or the Contractor;

"Person" means a natural person, firm, trust, partnership, limited partnership, company or corporation (with or without share capital), joint venture, sole proprietorship, Governmental Authority or other entity of any kind;

"Personal Information" has the meaning ascribed to such term in the MFIPPA;

"Receiving Party" means, with respect to Confidential Information, the Party receiving Confidential Information and may be the Township or the Contractor, as applicable;

"Representatives" means a Party's directors, officers, employees, auditors, consultants, advisors (including economic and legal advisors), contractors and agents and the agents and advisors of such Persons;

"Schedules" means the Schedule(s) annexed to this Agreement and forming part of this Agreement which identify the nature of services to be provided, the pricing mechanisms, the cost allocation mechanisms, and the apportionment of risks (including risks related to under or over provision of service);

"Services" has the meaning ascribed to such term in Section 3.1; and

"Service Request" has the meaning ascribed thereto in Schedule A.

2. Interpretations

2.1 In this Agreement:

- (a) Words denoting the singular include the plural and vice versa and words denoting any gender include all genders;
- (b) All usage of the word "including" or the phrase "e.g.," in this Agreement shall mean "including, without limitation," throughout this Agreement;
- (c) Any reference to a statute shall mean the statute in force as at the date hereof, together with all regulations promulgated there under, as the same may be amended, re-enacted, consolidated and/or replaced, from time to time, and any successor statute thereto, unless otherwise expressly provided;
- (d) Any reference to a specific executive position or an internal division or department of a Party shall include any successor positions, divisions or departments having

substantially the same responsibilities or performing substantially the same functions;

- (e) When calculating the period of time within which or following which any act is to be done or step taken, the date which is the reference day in calculating such period shall be excluded; and if the last day of such period is not a Business Day, the period shall end on the next Business Day;
- (f) All dollar amounts are expressed in Canadian dollars;
- (g) The division of this Agreement into separate articles, sections, subsections and schedules, the provision of a table of contents and the insertion of headings is for convenience of reference only and shall not affect the construction or interpretation of this Agreement;
- (h) Words or abbreviations which have well known or trade meanings are used herein in accordance with their recognized meanings;
- (i) The terms and conditions hereof are the result of negotiations between the Parties and the Parties therefore agree that this Agreement shall not be construed in favour of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of this Agreement;
- (j) This Agreement shall not be deemed nor construed to be the formation of a partnership as between the Parties and only those matters that are specifically dealt with in this Agreement are to be the subject matter of any rights and obligations on the part of the Parties;
- (k) Unless otherwise defined in this Agreement, words and phrases that have not been defined shall have the meaning ascribed to them in the licenses issued by the OEB pursuant to the Act or the *Electricity Act, 1998*, as the case may be; and
- (l) Headings are for convenience only and shall not affect the interpretation of this Agreement. Words importing the singular include the plural and vice versa. A reference to a document or a provision of a document includes an amendment or supplement to, or a replacement of, that document or that provision of that document.

3. Services

- 3.1. The Contractor shall provide to the Township the services described in the Schedules hereto (the "**Services**") for the consideration set out therein.
- 3.2. The Contractor and its personnel will, in providing Services hereunder, comply with the reasonable policies, requests, standard rules, regulations and other requirements of the Township regarding safety and health, personal, professional and security conduct generally applicable were the Township to carry out the Services on its own behalf and which the Township has provided to the Contractor from time to time

- 3.3. The Township and the Contractor may, from time to time, agree to modifications to the Services
- 3.4. Representatives of the Contractor who perform any of the Services for or on behalf of the Contractor under this Agreement shall not be considered agents or employees of the Township for any purpose whatsoever. The Contractor will be solely responsible for the compensation of all its Representatives and will comply with any statutory obligations under Laws and Regulations as their employer, if applicable.
- 3.5. Each Party shall ensure accounting and financial separation (as that phrase is used in the ARC) and shall maintain separate financial records and books of account.
- 3.6. Except as otherwise expressly provided herein, risk of over- or under-provision of Services shall be borne by the Contractor.
- 3.7. Each Party agrees that its Representatives shall exercise due care that no person or property is injured and that no rights are infringed in the performance of or in respect, to this Agreement.
- 3.8. The Township shall provide the Contractor, as needed, with By-Laws, Fees and Charges for Water and Sewer Services provided by the Municipality, water meter details, dates of water meters being connected/disconnected, opening/closing water meter readings, addition or removal of water and/or sewer services from a property (properties), whether in paper, digital or other format, reasonably necessary or appropriate for the purpose of delivery of the Services by the Contractor.
- 3.9. The Township shall promptly notify and provide the Contractor with any changes or updates to the water and/or sewer infrastructure (i.e. removal or addition of services) or upon any even or circumstance that would reasonably be expected to result in a change to the structure or count of water and/or sewer services.
- 3.10. The Township is responsible for the installation, testing, verification, accuracy, measurement of new and replacement of water meters.
- 3.11. The Township is responsible for providing the Contractor with updates/amendments concerning Resolutions, By-Laws, Government / Ministerial directives or regulatory changes that could affect the billing and collection of water/sewer accounts.
- 3.12. The Township is responsible for providing the Contractor with new/revised water and/or sewer rates as well as any associated fees or charges at least 30 days prior to their effective date.
- 3.13. The Township is responsible for investigation and resolution of customer claims concerning excessive water usage, illegal water use and/or water leaks.
- 3.14. The Township will act as a mediator and will have the ultimate decision in determining corrective action to resolve customer disputes concerning water / sewer billing or account collection.

4. Fees and Payments

- 4.1 The Contractor shall issue a cheque each month to the Township for water and sewer revenues billed (not collected). This cheque payment is based upon:
- (a) The water (both metered and non-metered) usage and sewer usage for all customers billed multiplied by the water and sewer rates as set by the Township;
 - (b) Any additional specific charges that the Township have requested the Contractor to apply to certain accounts;
 - (c) Excludes "Account Set-up" fee for "new" customer and landlords.
- 4.2 The Contractor shall invoice and receive payment from the Township for the services provided as detailed in Schedule A as follows:
- (a) The Contractor shall deliver a monthly invoice setting forth the aggregate fees due;
 - (b) The Township shall, within 30 days of the date after receipt of an invoice from the Contractor pursuant to this Agreement notify the Contractor of any amounts therein which the Township reasonably considers not properly due to the Contractor, provided that the Township shall be required to pay such disputed amounts and the Contractor shall be entitled to hold such amounts pending resolution of the dispute;
 - (c) Subject to Section 4.2(b), the Township shall pay the amounts set out in an invoice referred to in Section 4.2(a) in such manner as directed in the invoice within 30 days of the date of such invoice (unless expressly set out otherwise in the invoice, provided that the Contractor shall not be permitted to require payment by the Township of an invoiced amount within a time period less than 30 days).
- 4.3 Fees for Services within the terms of this Agreement do not include the Harmonized Goods and Services Tax (HST).
- 4.4 All Services provided by the Contractor as outlined in the Agreement and Schedules are subject to the charges specified therein. No additional fees or charges are applicable unless otherwise specified in the related Schedule.
- 4.5 If the Township fails to pay any such invoices within the time specified, interest shall accrue from the payment due date at the prime rate as stated by the TD Canada Trust Bank from time to time.

5. Bi-Annual Review of Schedules

- 5.1 The Parties shall review the contents of each Schedule on a bi-annual (every 2 years) basis. The purpose of such review shall be to determine whether the activities described in each Schedule continue to be accurate. The Parties shall also review the fees charged for each service, to ensure they continue to be set at appropriate levels.

- 5.2 In the event that during such a review, disagreements arise with respect to the suggested amendments to any Schedule and the Parties cannot settle these disagreements, either Party shall have the ability to require the contents of the Schedule or Schedules under disagreement to be submitted to dispute resolution in accordance with the provisions of Section 7 of this Agreement

6. **Indemnification**

- (a) Subject to Section 17 of this Agreement, each Party (the "**Indemnifying Party**") agrees to indemnify and hold harmless the other Party's Indemnified Parties (as hereinafter defined) from and against any and all losses, damages, injuries, liabilities or costs (collectively, "**Claims**") that such Indemnified Parties suffer or incur in connection with, or relating to: (i) any act or omission, negligence, willful misconduct, or fraud by the Indemnifying Party or those for whom the Indemnifying Party is in law responsible relating to its obligations under this Agreement, (ii) any default or breach by the Indemnifying Party or those for whom the Indemnifying Party is in law responsible of any representation, warranty, covenant, obligation, or agreement herein. For the purposes of this Section 6.1, a Party's "**Indemnified Parties**" means such Party and its directors, officers, shareholders, employees, agents and those for whom they are in law responsible;
- (b) Notwithstanding Section 17 of this Agreement, the Township shall indemnify and hold harmless the Contractors Indemnified Parties (other than the Township) in respect of Claims relating to or arising out of:
- (i) non-functioning water meter, water service or sewer service, where the incident or circumstance giving rise to the Claim arose prior to the date of this Agreement;
 - (ii) inadequate water and/or sewer service monitoring or reporting by the Township; and
 - (iii) inadequate or defective water and/or sewer service design or construction.

This indemnity shall survive the expiration or earlier termination of this Agreement.

7. **Dispute Resolution**

- 7.1 In the event of a dispute regarding this Agreement, before any party may submit the dispute to arbitration in accordance with Section 7.2, such party shall first provide written notice to the other party of the particulars of the dispute, following which the Parties shall use all reasonable efforts to resolve the dispute amicably, promptly and in good faith.
- 7.2 If pursuant to Section 7.1, the Parties cannot come to a resolution of a dispute regarding this Agreement within ten (10) Business Days of the date of receipt of the written notice referred to in Section 7.1, the dispute may be submitted to arbitration by either party subject, as applicable, to the provisions of Sections 7.1, 7.2 and 7.3. Arbitration shall be conducted pursuant to the *Arbitration Act, 1991* of Ontario, as amended and then in effect to the extent not inconsistent with the rules herein specified. Such arbitration shall be held

in Toronto Ontario, or in any other mutually agreed upon location. Unless otherwise mutually agreed, the dispute shall be heard by one arbitrator who has not previously been employed or otherwise retained by/or affiliated with a person that has been employed or otherwise retained by either party, does not have a direct or indirect interest in either party and shall be disinterested in the subject matter of the dispute. Such arbitrator shall either be as mutually agreed by the Parties within thirty (30) days after agreeing to arbitration or failing agreement, shall be selected under the rules of the *Arbitration Act, 1991* of Ontario. The judgment rendered by the arbitrator may be enforced in any court of competent jurisdiction.

- 7.3 All costs of the arbitration shall be paid equally by the Parties, unless the award shall specify a different division of the costs. Each party shall be responsible for its own expenses, including attorney's fees unless, the award shall specify differently.
- 7.4 Should the Parties submit to arbitration pursuant to Section 7.2, then the following arbitration rules shall apply. Subject to Section 7 hereof, the arbitrator shall be bound by the terms of this Agreement and may not detract from or add to its items. The Parties may by mutual agreement specify the rules that are to govern the arbitration proceedings and limit the matters to be considered. The findings and award of the arbitrator shall be final and conclusive and shall be binding upon the Parties and shall not be subject to appeal. Each party agrees that it will not bring a lawsuit concerning any dispute covered by the arbitration provision.

8. Audit Rights

- 8.1 Any party to this Agreement may, at reasonable intervals, upon reasonable notice and at reasonable times during normal business hours, have such access to the records of the other party or Parties as is necessary for purposes of auditing, and investigating compliance with this Agreement. This access will be limited to information that is pertinent to the specific Services contemplated under the Schedules executed by the specific party initiating the compliance audit or investigation.

9. Term and Termination

- 9.1 This Agreement is effective immediately following signing by all Parties hereto and shall continue in effect until terminated pursuant to this Agreement or otherwise pursuant to law.
- 9.2 The Agreement shall have a term of five years commencing on the date hereof. The term of this Agreement shall be extended at the end of the initial term and each extension thereof by one year unless a Party provides a notice of termination to the other Party of its intention to terminate the Agreement not later than one hundred and eighty (180) days prior to the end of the term then in effect.
- 9.3 In addition to the termination rights under Section 9.2, this Agreement may be terminated upon 180 days written notice by either the Contractor or the Township to terminate the Agreement, unless the Contractor and the Township mutually agree to an earlier termination date.

- 9.4 Following delivery and receipt of a notice under Section 9.2, this Agreement and all rights and obligations hereunder shall terminate, other than those rights and obligations expressly intended to survive such termination.

10. Force Majeure

- 10.1 No Party shall be liable for a failure or delay in the performance of its obligations pursuant to this Agreement:
- (a) Provided that such failure or delay could not have been prevented by reasonable precautions;
 - (b) Provided that such failure or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, work around plans or other means; and
 - (c) If and to the extent such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions, strikes, lock outs or labour disruptions or revolutions in Canada, or any other similar causes beyond the reasonable control of such Party, (each, a "**Force Majeure Event**").

Upon the occurrence of a Force Majeure Event, the non-performing Party shall be excused from any further performance of those of its obligations pursuant to this Agreement affected by the Force Majeure Event only for so long as:

- (a) Such Force Majeure Event continues; and
- (b) Such Party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

The Party delayed by a Force Majeure Event shall:

- (a) Immediately notify the other Party of the occurrence of a Force Majeure Event; and
- (b) Describe in reasonable detail the circumstances causing the Force Majeure Event.

11. Confidentiality and Ownership of Information

- 11.1 Each Party agrees that Confidential Information of the other Party shall be kept confidential.
- 11.2 Each Party shall take such reasonable measures as are necessary in order to comply with the confidentiality obligations under Section 11.1 above.
- 11.3 Information stored or produced by a Party on the sole behalf of the other Party, shall be the property of the Party on whose sole behalf such information is stored or produced. Where such information consists of an original report, computer programme, information, or intellectual property produced by a Party for the sole purpose of supplying Services to that

other Party and the cost of producing such report is included in the remuneration payable by such other Party, the property to such original report, computer programme, information, or intellectual property shall belong to such other Party. The foregoing shall not apply where information is stored or produced by a Party to this Agreement on behalf of a third party, or where the information is stored and produced by a Party for the mixed benefit of another party and the party which produced the information.

- 11.4 No independent contractor of the Contractor shall have access to any Confidential Consumer Information of the Township, except for purposes related to activities under this Agreement.
- 11.5 Both Parties agree that accounting and financial separation of the Contractor from the Township will be established and maintained. Further the Parties agree to protect the confidentiality of customer information, where applicable. This provision will include compliance with the provisions of the current version of section 5900 of the Canadian Institute of Chartered Accountants Handbook.
- 11.6 Notwithstanding Section 11.1,
- (a) The Parties hereby acknowledge and agree that the Contractor may be obligated to disclose Confidential Information relating to this Agreement to the OEB and any other Governmental Authority to which Utilities may be required to report in connection with filing a rate application with the OEB, under the Affiliate Relationships Code, the OEB's Reporting and Record Keeping Requirements or in accordance with any other Laws and Regulations;
 - (b) The Parties hereby acknowledge that they are both subject to MFIPPA and that as a result either Party may be required to disclose Confidential Information concerning this Agreement or the other Party in accordance with the provisions of MFIPPA;
 - (c) In the event that a Receiving Party is required by law to disclose any Confidential Information to a Governmental Authority, or any other person, including, without limitation, any disclosure required pursuant to a request under MFIPPA, such Party may so disclose; provided that it shall, to the extent permitted by Applicable Law, first inform the Disclosing Party of the request or requirement for disclosure to allow an opportunity for the Disclosing Party to apply for an order to prohibit or restrict such disclosure;
 - (d) The Township acknowledges and agrees that the use and disclosure of any information relating to the customers of Utilities is governed by requirements of the OEB Act and regulations, licences, codes and procedures established by the OEB ("**OEB Requirements**"). The Township acknowledges and agrees that if any of the Contractor's Confidential Information relating to its smart sub-metering providers, wholesalers, consumers, retailers or generators is disclosed to the Township or its Representatives hereunder, the Township shall strictly comply, and shall cause its Representatives to strictly comply with the OEB Requirements, the

requirements, policies or procedures of the Contractor, the ARC, MFIPPA and all other Laws and Regulations; and

- (e) The Contractor agrees and acknowledges that if any Personal Information is disclosed by the Township to the Contractor or its Representatives, the Contractor shall strictly comply and shall cause its Representatives to strictly comply with the requirements of MFIPPA and such other requirements, policies or procedures of the Township related to or arising from such disclosures, and all other Laws and Regulations.
- 11.7 Except for disclosures made pursuant to Section 11.6, as required by Laws and Regulations or any Governmental Authority or as required to fulfil the terms of this Agreement, each Party shall be responsible for any breach of this Agreement by the Party, its Representatives and any person to whom it discloses any Confidential Information or Personal Information. The Parties agree that a Disclosing Party would be irreparably injured by a breach of this Agreement by a Receiving Party or by any person to whom it discloses any Confidential Information or Personal Information and that monetary damages would not be a sufficient remedy. Therefore, in such event, the Disclosing Party shall be entitled to equitable relief, including injunctive relief without proof of actual damages, as well as specific performance. Such remedies shall not be deemed to be exclusive remedies for a breach of this Agreement but shall be in addition to all other remedies available at law or equity.
- 11.8 Subject to Laws and Regulations, upon completion or termination of this Agreement, or upon ten (10) days written notice from the Disclosing Party requesting return or destruction of any or all Confidential Information, the Receiving Party shall forthwith return to the Disclosing Party or destroy, without retaining any copies thereof unless otherwise required by Laws and Regulations, all such Confidential Information.

12. Records Maintenance

- 12.1 Each Party shall maintain all relevant records relating to the performance of the Services for the Minimum Retention Period or such longer period of time as may be required under Laws and Regulations. Each Party shall provide those records to the other Party upon request and without delay, including as and when a Party requires the records for purposes of complying with Laws and Regulations or for purpose of responding to a request from or in a proceeding under the authority of a Governmental Authority.

13. Default and Remedies

- 13.1 The occurrence of any one or more of the following events shall constitute a default (a "**Default**") by a Party (the "**Defaulting Party**") under this Agreement and shall constitute an "**Event of Default**" if such Default is not remedied prior to the expiry of any notice period and any cure period applicable to such Default:
- (a) If the Defaulting Party fails to pay any amount due to the other Party under this Agreement and such failure shall continue unremedied for sixty (60) days following notice in writing thereof to the Defaulting Party by the other Party; or

- (b) If the Defaulting Party fails in any material respect to perform or observe any of its other material obligations under this Agreement and such failure shall continue unremedied for a period of sixty (60) days following notice in writing thereof (giving particulars of the failure in reasonable detail) from the other Party to the Defaulting Party or such longer period as may be reasonably necessary to cure such failure (if such failure is capable of being cured), provided that the Defaulting Party:
- (i) Proceeds with all due diligence to cure or cause to be cured such failure; and
 - (ii) In proceeding so, can be reasonably expected to cure or cause to be cured such failure within a reasonable time frame acceptable to the other Party acting reasonably.

13.2 Unless otherwise agreed to in writing, in the event of an Event of Default the non-defaulting Party may terminate this Agreement as it relates to the non-defaulting Party upon notice in writing and all amounts payable by the defaulting Party hereunder, including under Section 6, shall become due and payable forthwith. The remedies in this Section 13 are expressly in lieu of any or all of the remedies which may be available to a Party in respect of or under this Agreement resulting from the furnishing, the failure to furnish or the quality of any Services.

14. Successors and Assigns

14.1 This Agreement shall enure to the benefit and be binding upon the Parties hereto and their respective successors and assigns, provided that there shall be no assignment of this Agreement without the prior written consent of the Parties hereto. The foregoing shall not prevent the Contractor from contracting out the performance of any of its obligations hereunder.

14.2 Written consent under Section 14.1 is not required where the transfer of the Agreement responsibilities to a successor or assign is necessary to fulfil the Party's statutory or regulatory obligations

15. Notice of Claims

15.1 The Township shall promptly give written notice to the Contractor, and the Contractor shall promptly give notice to the Township, of all material claims, proceedings, notices of regulatory non-compliance from any regulatory authority, disputes (including labour disputes) or litigation which it reasonably believes could have a material adverse effect on the fulfilment of any of the material terms hereof by the Township or the Contractor (whether or not any such claim, proceeding, dispute or litigation is covered by insurance) in respect of its own operations of which any of them is aware. Each Party shall provide the other Party with all information reasonably requested from time to time concerning the status of such claims, proceedings, notices, disputes, or litigation, and any developments relating thereto.

16. **Insurance**

16.1 Neither Party nor any of its subcontractors shall commence the performance of Services until such Party has obtained, at its own expense, the following minimum insurance coverage which it shall maintain in full force and effect for the duration of the Term:

- (a) Commercial General Liability insurance with limits of at least \$10,000,000.00 per occurrence involving bodily injury, personal injury, death, or property damage, with the other Party listed as an additional insured and including a cross-liability provision, and coverage for completed operations, non-owned auto, tenant's legal liability, coverage for hazardous operations, and contractual liability;
- (b) Professional Liability/Errors and Omissions Insurance that has limits of not less than \$5,000,000 per claim. The policy must be in place continuously from the commencement of the Agreement until two (2) years after the expiration of the Term;
- (c) Workers' Compensation Insurance applicable in the Province of Ontario for the Services or any portion of the Services is to be performed. The applicable Party shall ensure that all subcontractors, suppliers, agents, and invitees also qualify and carry such required insurance before providing Services. In the event that a subcontractor is exempt from workers compensation laws or requirements, (1) a letter to this effect must be written and signed by the workers compensation authority or applicable board for the jurisdiction in which the Services is to be performed, and
- (d) Delivered to the Parties prior to commencement of any Services and (2) the Commercial General Liability insurance required under Section 16.1(a) is to include Employer's Liability coverage.
- (e) Automobile Liability Insurance in compliance with any and all statutory motor vehicle liability requirements, for all owned, hired and non-owned vehicles in a Party's care, custody & control, with a Combined Single Limit of \$2,000,000 Bodily Injury Liability and Property Damage Liability per occurrence; and
- (f) Umbrella/Excess Liability Insurance may be in place to satisfy the insurance requirements set out in this Section 16.1, where applicable.

Neither Party shall cancel, allow to lapse or materially change in any way the insurance required pursuant to this Section 16.1 until 30 days after written notice of same is provided to the other Party. If a Party fails to provide or to maintain the insurance required by this Section 16.1, then the other Party shall have the right to provide and maintain such insurance, at the non-compliant Party's sole cost and expense.

16.2 All insurance must be placed with carriers holding a minimum financial rating of A-or better with A.M. Best and with insurers licensed to underwrite insurance in Canada. No requirement above shall impose on either Party a duty or obligation to verify the existence or adequacy of the insurance coverage maintained by the other Party, nor shall either Party be responsible for any representations or warranties made by the other Party to any

insurance company or underwriter. All insurance shall be primary over and noncontributing with, and not in excess of, any other insurance held or obtained by the other Party.

- 16.3 Each Party shall be responsible for the deductible amounts owing under its insurance policies.

17. Limitation of Liability

- 17.1 Other than as provided in Section 6(b), a Party's liability to the other Party hereunder in any fiscal year shall be limited to an aggregate dollar amount equal to the costs incurred by the Township for the Services to be provided by the Contractor in respect of such year in accordance with the Schedules hereto and shall be limited to direct damages. Neither Party will be liable to the other for any special, indirect, incidental or consequential damages, lost business revenue, loss of profits, whether based on breach of contract or tort (including negligence) or otherwise.

18. Representations and Warranties of the Contractor

- 18.1 The Contractor hereby represents and warrants to the Township as follows and acknowledges that the Township is relying on such representations and warranties in connection herewith:
- (a) The Contractor is a corporation, duly incorporated, validly existing and in good standing under the laws of the Province of Ontario and it has the rights, powers and privileges to execute and deliver this Agreement and to perform its obligations hereunder;
 - (b) The execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate action;
 - (c) This Agreement has been duly executed and delivered by the Contractor and constitutes a legal, valid and binding obligation of the Contractor, enforceable against the Contractor by the Township in accordance with its terms; and
 - (d) The Contractor has the necessary resources and expertise to acquire or perform the Services and its obligations hereunder.

19. Representations and Warranties of the Township

- 19.1 The Township hereby represents and warrants to the Contractor as follows and acknowledges that the Contractor is relying on such representations and warranties in connection herewith:
- (a) The Township is a corporation, duly incorporated, validly existing and in good standing under the laws of the Province of Ontario and it has the rights, powers and privileges to execute and deliver this Agreement and to perform its obligations hereunder;

- (b) The execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate actions; and
- (c) This Agreement has been duly executed and delivered by the Township and constitutes a legal, valid and binding obligation of the Township, enforceable against the Township by the Contractor in accordance with its terms.

20. Notices

- 20.1 All notices required or desired to be given to any Party in connection with this Agreement or arising therefrom shall be in writing and shall be given by prepaid post or hand delivery at the following addresses:

To the Township: The Corporation of the Township of Wellington North
 7490 Sideroad 7 W, PO Box 125
 Kenilworth, ON
 N0G 2E0

Attention: CAO

To the Contractor: Wellington North Power Inc.
 290 Queen Street West, P.O. Box 359
 Mount Forest, ON
 N0G 2L0

Attention: CEO/President

or to such other address or individual as may be designated by written notice to the other Party. Any notice given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery hereof and if sent by prepaid post, on the third day after mailing.

21. Amendments

- 21.1 Subject to any provisions of the Agreement to the contrary, any of the terms of this Agreement may be amended with the consent of both Parties and any and all amendments shall be in writing and executed by the appropriate authorized signing officers of each Party. All amendments shall be supplemental and form part of this Agreement.

22. Termination of Prior Agreements

- 22.1 In the event that, immediately preceding the date hereof, either Party was providing Services to the other Party (collectively, "**Prior Services**") pursuant to formal or informal arrangements effected verbally or in writing (collectively, "**Prior Agreements**"), the Parties agree that such Prior Agreements shall terminate on the date of this Agreement.
- 22.2 Any settlement of accounts in relation to a Prior Agreement shall be completed within 90 days of the date hereof (the "**Settlement Period**"). Upon expiration of the Settlement Period, all accounts in relation to the Prior Agreements shall be deemed to be fully settled

and closed. The Parties acknowledge and agree that any failure by either Party to terminate or fulfil its obligations pursuant to a Prior Agreement or any action associated therewith shall not delay, hinder, modify, or invalidate any provision of this Agreement.

23. General

- 23.1 If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable or contrary to law, then the remaining provisions of this Agreement, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each such provision of this Agreement shall be valid and enforceable to the extent granted by law. If any clause is deemed unenforceable or contrary to law, the parties shall alter the said clause and this agreement to produce enforceability or compliance with law such that the intent of the original clause is maintained and such change or alteration may be established through the dispute resolution clause in this agreement.
- 23.2 No delay or omission by a Party to exercise any right or power it has under this Agreement or to object to the failure of any covenant of any other Party to be performed in a timely and complete manner, shall impair any such right or power or be construed as a waiver of any succeeding breach or any other covenant. All waivers must be in writing and signed by the Party waiving its rights.
- 23.3 This Agreement constitutes the entire agreement among the Parties with respect to the Services, and there are no other representations, understandings or agreements, either oral or written, between the Parties other than as herein set forth.
- 23.4 This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein, excluding their rules governing conflicts of laws. The Parties hereby agree that, subject to Section 7, the courts of the Province of Ontario shall have exclusive jurisdiction over disputes under this Agreement, and the Parties agree that jurisdiction and venue in such courts is appropriate and irrevocably attorn to the jurisdiction of such courts.
- 23.5 The terms of Sections 4, 6, 7, 8, 11, 12, 15, 16, 17, 20, 23.4 and 23.9 shall survive the expiration of this Agreement or termination of this Agreement for any reason.
- 23.6 Subject to Section 6.1, each Party intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any person or entity other than the Parties.
- 23.7 The Parties agree that, subsequent to the execution and delivery of this Agreement and without any additional consideration, the Parties shall execute and deliver or cause to be executed and delivered any further legal instruments and perform any acts which are or may become necessary to effectuate the purposes of this Agreement and to complete the transactions contemplated hereunder.
- 23.8 This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which taken together will be deemed to constitute one and the same instrument. Delivery of an executed signature page to this Agreement

by any Party by electronic transmission will be as effective as delivery of a manually executed copy of the Agreement by such Party.

- 23.9 The terms and conditions hereof are the result of negotiations between the Parties and the Parties therefore agree that this Agreement shall not be construed in favour of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of this Agreement.
- 23.10 This Agreement shall not be deemed nor construed to be the formation of a partnership as between the Parties and only those matters that are specifically dealt with in this Agreement are to be the subject matter of any rights and obligations on the part of the Parties.

[signature page follows]

24. Executed Agreement

IN WITNESS WHEREOF the Parties have duly executed this Agreement on the date first above written.

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

Signature: _____

Name: _____

Title: _____

Signature: _____

Name: _____

Title: _____

I/We have authority to bind the corporation.

WELLINGTON NORTH POWER INC

Signature: _____

Name: _____

Title: _____

I/We have authority to bind the corporation.

SCHEDULE A - SERVICES

1. Objective

The Services shall be carried out by the Contractor with the objective ensuring the proper elements and commitments are in place to provide the service expectations of the Township for the provision of water and sewer billing and collections services as provided by the Contractor.

2. Description of Services

The following services, to be provided by the Contractor, are considered to be in-scope for this Agreement:

2.1 Billing of Water and Sewer Accounts

- a) The Contractor will bill water and sewer customer accounts every month.
- b) The Contractor will apply the following method for billing water and sewer accounts:
 - (i) For non-metered accounts, apply a flat rate fee for water and sewer as established by the Township from time to time.
 - (ii) For metered accounts, take metered usage multiplied by the rate for water and sewer as set by the Township.
- c) For an account where there is no sewer infrastructure supplied or maintained by the Township of Wellington North, the Contractor will bill only for water usage.
- d) The Contractor will include water and sewer charges on the service provider's electricity invoice.
- e) Monthly invoices will be issued to customers on/shortly after the 15th of every month.
- f) Prior to issuing customer invoices, the Contractor will perform validation checks on a sample of bills to ensure correctness of rates applied, and where appropriate, metered volume.
- g) For metered accounts, the Contractor will:
 - (i) Obtain a reading from the meter at the property at the end of each month.
 - (ii) The readings will be collected by a Meter Reader under the direction of the Contractor using a hand-held device. Readings will be downloaded into the Contractor's IT systems to enable billing.
 - (iii) Downloaded readings will be validated including:
 - Was a reading obtained?
 - Is the reading exceptionally high or low when compared to prior months and/or same month last year?

- h) If a reading was not obtained, the Contractor will:
 - (i) Create an "Estimate Read" based on prior month's readings.
 - (ii) For a "Final" account (i.e. customer is vacating the property), if the meter reading is not available, the Contractor will contact the Township's water department and request a site visit to obtain a reading that can be used for final billing of the account. The Township's water department staff will provide the Contractor with a meter reading as soon as possible.
 - (iii) If no actual meter reading is available at the time of generating monthly bills, the Contractor will use an "Estimated Meter Reading" to final the account.
- i) For "exceptionally high or low readings", the Contractor will:
 - (i) Pro-actively contact the customer before issuing the monthly bill.
 - (ii) Contact will be either by telephone or e-mail advising a higher meter reading has been taken and this month's invoice will be higher than normal.
 - (iii) Suggest the customer may want to check their property for any signs of water leaks or faucets/valves that have not been turned off.
 - (iv) The Contractor will mail the monthly invoice to the customer as per normal.
- j) The Contractor is responsible for the privacy and security of customer's information and customer data.
- k) The Contractor is responsible for the set-up and testing of revised/new water and sewer rates and/or charges as provided from the Township.
- l) The Contractor requires information of amended/new rates and/or charges relating to water and/or sewer from the Township a minimum of 30 days prior to their effective date to enable the Contractor to set-up and test the rates in the billing system.

2.2 Collection of Water & Sewer Accounts

- a) The Contractor will perform diligent collection of monies owed on water and sewer accounts.
- b) For customer payment of water and sewer usage, the Contractor will allocate monies received to the customer's water and sewer accounts.
- c) The Contractor will maintain individual customer account records to show current balance and overdue balance for water and sewer accounts.
- d) The Contractor will pursue overdue balances as part of their collections processes utilizing best industry practices.

- e) The Contractor will provide information to the Township of customer accounts where water and/or sewer balances are in arrears by more than 60 days past their payment due date.
- f) For customer accounts in arrears by more than 60 days past their payment due date, the Township will:
 - i. Inform the Contractor on any action that has been taken to address the arrears situation; and
 - ii. Inform the Contractor what action is required regarding billing and collections (e.g. Township may decide to turn off the water service until the debt is paid, therefore the Contractor to inform the Township of when the customer payment has been received so the supply can be reconnected.)
- g) The Contractor will monitor customers who have left the Township with a balance owing on their water/sewer. Should such customer return to the area and request the set-up of an account, the Contractor will seek payment for their "debt" for unpaid water/sewer usage. Any monies collected by the Contractor for this 'bad debt" will be passed onto the Township.
- h) As approved by the Township, the Contractor will follow the collection process as summarized in the table below:

Summary of Collection Process

	Account Holder	Property Type	Bill Issued	Payment Due Date	Collection Process	Exceptions	Person(s) Responsible for Payment of Water/ Sewer Services	
1	Property Owner	Single Dwelling	Bill issued to account holder circa 15 th day of every month.	Payment Due Date is 23 days from the date Bill is Issued.	For services with arrears balances, the Contractor will: a) 4 days after Payment Due date, make an automated outbound telephone or send e-mail to account holder advising services are in arrears. b) 11 days after Payment Due date, mail a Notice informing arrears. balances for each service. c) 60 days after Bill Issue Date, send a report to Township advising of services in arrears. d) Township may apply arrears to Property Bill.		Property Owner	
2	Tenant	Single Dwelling					12 days after Payment Due date, Contractor will write to both Tenant and Property Owner advising of arrears and payment required in 20 days. No payment received, Contractor will transfer water & sewer services to the Property Owner.	Tenant. If Tenant's accounts falls into arrears water/sewer services will be transferred to Property Owner.
3	Tenant	Multi-unit Complex					Property is being sold, new Property Owner cannot transfer water/sewer services to Tenant.	Property Owner
4	Tenant	Single Dwelling being sold					Multi-unit complex in-service 2024 or after, Property Owner cannot transfer water/sewer services to Tenant.	Property Owner
5	Property Owner	Multi-unit Complex <u>in-service 2024 or after</u>					Contractor can transfer water/sewer services from Tenant <u>if requested Property Owner for all units.</u>	Property Owner
6	Tenant	Multi-unit Complex <u>in-service before 2024</u>					Contractor to transfer water/sewer services to Property Owner <u>as new Tenant Agreements established.</u>	Property Owner
7	Tenant	Multi-unit Complex <u>built before 2024</u>						

2.3 Customer Queries

- a) The Contractor will handle and answer customer telephone calls, e-mails and correspondence regarding general queries concerning water and/or sewer invoices, rates and usage.
- b) For technical queries (i.e. how are "flat rates" determined), the Contractor will forward the customer details to the Township who will be responsible for replying to the customer.
- c) If there is a dispute that cannot be resolved between the Contractor and the customer, the Contractor will escalate this to the Township together with necessary information. The Township will have the ultimate decision in determining corrective action to resolve the water and/or sewer dispute.

2.4 Exceptions

- a) In isolated or extreme circumstances, the Township maintains the right to request the Contractor to use alternative usage data to bill customers for their water/sewer usage. (For example, in prolonged periods of cold weather, the Township may advise customers to run taps to prevent their water pipes from freezing. In this isolated circumstance, the Township will notify the Contractor how to bill customer metered accounts for that particular period. This will involve the Township and the Contractor sharing data and assumptions to formulate a solution that satisfies the Township's expectations.)

2.5 Reports

- a) The Contractor will provide data to the Township regarding water and/or sewer information as requested within 5 business days of the request being made.
- b) The Contractor will provide information to the Township of customer accounts where water and/or sewer balances are in arrears by more than 60 days past their payment due date.
- c) On a monthly basis, the Contractor will provide information to the Township of any customers whose debt has been written-off (e.g. the customer has received a "Final Bill" as they are vacating the property, payment has not been received within 60 days and the customer is uncontactable or refusing to pay the arrears.)

2.6 Meter Reader

For metered water accounts, the Contractor will utilize the services of a Water Meter Reader. The Water Meter Reader is required to use a hand-held device to obtain readings from the water meters that have been installed by the Township.

- a) Hiring of Water Meter Reader - the Contractor will be responsible for the hiring of a Water Meter Reader and the terms of employment/independent contractor agreement associated with this position.
- b) Insurance of Water Meter Reader - the Contractor will pay the Workplace Safety and Insurance Board (WSIB) premiums associated for the Water Meter Reader during the water meter reading duties.
- c) Water Meter Reader Compensation - the Water Meter Reader will be compensated based on a dollar (\$) cost per water meter read and Mileage travelled (with an upper mileage limit) as per Independent Contractor Agreement between the Reader and the Contractor.
- d) The Contractor will recover 100% of the compensation paid to the Water Meter Reader from the Township.
- e) Any amendments or revisions to these compensation rate amounts will be reviewed and approved by both the Township and the Contractor prior to renewing, renegotiating or negotiating an Agreement with the Water Meter Reader.

3. Service Level Standards

The Contractor shall meet the following service level standards:

3.1 Billing of Water & Sewer Accounts:

- a) The Contractor will bill water and sewer accounts every month.
- b) Monthly invoices will be mailed / electronically delivered to customers on/shortly after the 15th of every month.

3.2 Collection of Payment of Water & Sewer Accounts:

- a) The Contractor will perform diligent collection of monies owed on water and sewer accounts and will allocate monies received to the customer's water and sewer accounts.
- b) The Contractor will provide information to the Township of customer accounts where water and/or sewer balances are in arrears by more than 60 days past their payment due date.

3.3 Reports

- a) The Contractor will provide data to the Township regarding water and/or sewer information as requested within 5 business days of the request being made.

- b) The Contractor will provide information to the Township of customer accounts where water and/or sewer balances are in arrears by more than 60 days past their payment due date.
- c) On a quarterly basis, the Contractor will provide information to the Township of any customers whose debt has been written-off (e.g. the customer has received a "Final Bill" as they are vacating the property, payment has not been received within 90 days and the customer is uncontactable or refusing to pay the arrears.)

4. **Outcome Targets**

The Contractor shall make commercially reasonable efforts to bill and collect the water and/or sewer customer accounts on behalf of the Township such that the following outcome targets are met:

Feature	Outcome Targets
Billing	<ul style="list-style-type: none"> ○ To bill all applicable water and sewer accounts every month accurately and correctly.
Collections	<ul style="list-style-type: none"> ○ To diligently collect monies owed on water and sewer accounts from customers. ○ To correctly allocate monies received to the customer's water and sewer accounts. ○ To work with customers to maintain a good standing of their water/sewer account balance.

5. Apportionment of Costs

5.1 Hardware and Software Information Technology (IT) costs

- a) The Township and the Contractor will share hardware/software costs related to only one-off items considered to be essential to the provision of water and sewer billing and collection. Such items include, but not limited to:
 - i. Billing software / Customer Information System (CIS) upgrades;
 - ii. Meter reading equipment (hand-held devices and transfer equipment);
 - iii. Licence for meter reading software / equipment;
 - iv. Software to back-up meter reading data and software on network drive;
- b) Cost sharing will be agreed prior to any hardware/software purchases by the CEO/President of the Contractor and the CAO of the Township (or to such other address or individual as may be designated by written notice to the other Party).

5.2 Other Costs

- a) The Township and the Contractor will share costs related to one-off items considered to be essential to the provision of water and sewer billing and collection.
- b) Cost sharing will be agreed prior to any purchases by the CEO/President of the Contractor and the CAO of the Township (or to such other address or individual as may be designated by written notice to the other Party.)

6. Apportionment of Risk

The Contractor shall be liable as provided in this Agreement for risks associated with failure to provide the services as described and the service level standards provided herein and for any other breach of its obligations under this Agreement, subject to the terms and conditions hereof, including Section 17.1. The Township shall be liable as provided herein for risks associated with failure to compensate the Contractor and for any other breach of its obligations under this Agreement, subject to the terms and conditions hereof, including Section 17.1. Each Party shall also bear risks associated with its indemnification obligation as provided in Section 6 hereof.

SCHEDULE B - SERVICES

1. Account Set-up Fees

- a) The Contractor will be responsible for determining and setting an appropriate fee to set-up new accounts for water and/or sewer customers ("Account Set-Up Fee").
The "Account Set-Up Fee" represents the Contractor's Fully Allocated Cost associated with each category of Contractor Personnel likely to provide Services under this Agreement.
- b) This is a one-time set-up fee to cover the administrative tasks that include:
- i. Creating a new account in customer information and billing systems;
 - ii. Confirming water/sewer rates correctly inputted and attached to the customer's account;
 - iii. Advising the customer how water and sewer rates are charged and how they appear on their bill; and
 - iv. Validation of opening meter reading for the first bill issued.
- c) Water and sewer account set-up fees paid by "new" customers and landlords will be retained by the Contractor.
- d) The Contractor has the right to review and adjust the "Account Set-up Fee" for water and sewer services paid by "new" customers and landlords.
- e) For any adjustments to this fee, the Contractor will inform and obtain Township approval. The Township will update relevant By-laws and appropriate Schedule and provide copies to the Contractor.

2. Rates

- a) All materials and labour will be charged at the applicable rate set out in Section 2 of Schedule B.
- b) As agreed with the Township, there will be a standard ("same") chargeable rate for both water and sewer billing and collection services provided by the Contractor.
- c) For the period **January 1, 2025 to December 31, 2026**, the Contractor will charge the Township the following rates:

Year	Charge-Out Item	Rate
2025	Water billing and collection	\$tbc per customer account per month
	Sewer billing and collection	\$tbc per customer account per month
2026	Water billing and collection	\$tbc per customer account per month
	Sewer billing and collection	\$tbc per customer account per month

- d) The Contractor will issue a monthly invoice to the Township for review and payment.

FOR IMMEDIATE RELEASE – September 6, 2024

Saugeen Valley Conservation Authority Appoints Erik Downing as General Manager/Secretary-Treasurer

ALL SAUGEEN WATERSHED MUNICIPALITIES – Municipality of Arran-Elderslie, Municipality of Brockton, Township of Chatsworth, Municipality of Grey Highlands, Town of Hanover, Township of Howick, Municipality of Morris-Turnberry, Municipality of South Bruce, Township of Huron-Kinloss, Municipality of Kincardine, Town of Minto, Township of Wellington-North, Town of Saugeen Shores, Township of Southgate, Municipality of West Grey.

Saugeen Valley Conservation Authority (SVCA) is pleased to announce the appointment of Erik Downing as General Manager and Secretary-Treasurer (GM/S-T), effective September 9th, 2024. Erik's appointment follows a comprehensive internal and external recruitment process, solidifying his leadership after having served in the Acting GM/S-T role over the past year.

With more than 20 years of experience in environmental management, natural hazard protection, conservation enforcement, and watershed governance Erik brings a wealth of knowledge and expertise to this position. His extensive career across multiple Conservation Authorities, including 17 years with SVCA, has equipped him with a broad skill set and a profound understanding of the challenges and opportunities in the Saugeen, Teeswater, Pine, and Penetangore watersheds.

“Erik has provided strong leadership during this past year as Acting General Manager/Secretary-Treasurer. With his deep understanding of the watershed and the organization, we are confident that he will continue to guide SVCA with stability and vision as we move forward.”

- Barbara Dobreen, Saugeen Valley Conservation Authority Board Chair

As a Provincial Offences Officer and a graduate of York University with a Bachelor of Environmental Studies (BES), Erik has committed his career thus far to balancing safe and sustainable development with environmental protection. As SVCA looks to the future, Erik is committed to collaborating with the Board, stakeholders, and the broader community to strengthen the organization's role in environmental conservation.

Erik is eager to lead SVCA in continuing its mission to protect and manage the natural resources of the Watershed for future generations. His personal connection to the Saugeen watershed, where he resides with his family, bolsters his passion for conserving the local natural environment.

Erik's appointment marks a pivotal moment for SVCA, and his leadership is expected to bring stability and progress as the organization navigates evolving provincial mandates and growing environmental challenges.



Photo credit: Saugeen Valley Conservation Authority. Photo 1: Headshot, Erik Downing. Photo 2: Erik Downing standing beside a 'Virgin Pine' tree in the Greenock Swamp.

For more information, please contact:

Ashley Richards

Communications Coordinator, Saugeen Valley Conservation Authority

Email: a.richards@svca.on.ca

Cell: 519-369-4295

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

BY-LAW NUMBER 082-2024

**BEING A BY-LAW TO AMEND BY-LAW NUMBER 107-2023
BEING A BY-LAW TO ESTABLISH 2025 FEES AND CHARGES
FOR RECREATION SERVICES PROVIDED BY THE
MUNICIPALITY**

WHEREAS the Township of Wellington North and Sharon Farms wishes to amend Recreation fees and charges By-law 107-2023

**THEFORE THE COUNCIL OF THE TOWNSHIP OF WELLINGTON NORTH
ENACTS AS FOLLOWS:**

1. **THAT** the Schedule in By-law 107-2023 be replaced by the Schedule attached to this by-law as Schedule A

READ AND PASSED THIS 23rd DAY OF SEPTEMBER, 2024.

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

SCHEDULE A

			2025	Effective
Large Hall and Auditorium				
Stag and Doe		daily	\$900.00	1-Jan-25
Prime Rental	Friday to Sunday	daily	\$698.00	1-Jan-25
Wedding Set-up	Friday 8:30am - 4:30pm	daily	\$168.00	1-Jan-25
Non-Prime	Monday to Thursday	daily	\$393.00	1-Jan-25
Tournament Rates	Minor Sports	daily	\$291.00	1-Jan-25
Hourly Rate		hourly	\$65.00	1-Jan-25
Set-up on all rentals under 2 hours		per event	\$25.00	1-Jan-25
Extra Clean-up if required		hourly	\$50.00	1-Jan-25
Holiday Premium		hourly	\$25.00	1-Jan-25
Music Tariffs	based on capacity			1-Jan-25
Small Halls and Meeting Rooms				
Conn Community Pavilion		daily	\$125.00	1-Jan-25
Damascus Community Centre		daily	\$125.00	1-Jan-25
Arthur Upper Leisure Hall		daily	\$250.00	1-Jan-25
Mount Forest Plume Room		daily	\$250.00	1-Jan-25
Mount Forest Lower Leisure Hall		daily	\$250.00	1-Jan-25
Mount Forest Meeting Room		daily	\$250.00	1-Jan-25
Hourly Rate		hourly	\$38.00	1-Jan-25
Set-up on all rentals under 2 hours		per event	\$25.00	1-Jan-25
Extra Clean-up if required		hourly	\$50.00	1-Jan-25
Holiday Premium		hourly	\$25.00	1-Jan-25
Music Tariffs (based on capacity)	based on capacity			1-Jan-25
Special Rates				
	Mount Forest Fireworks Festival, Louise Marshall Hospital Gala, Arthur Optimist Canada Day	daily	\$500.00	1-Jan-25
Signature Events (Facility and Grounds)		daily	\$250.00	1-Jan-25
Mount Forest South Greenspace		per event	\$200.00	1-Jan-25
Mount Forest Lions Club Bingo		per event	\$200.00	1-Jan-25
Blood Donor Clinic		hourly	\$21.00	1-Jan-25
Seniors Programming		hourly	\$25.00	1-Jan-25
Mount Forest Family Health Team		hourly	\$25.00	1-Jan-25
Local User Group Meetings	one per month		\$0.00	1-Jan-25
Arena Floor (Summer)				
Local Minor Sports		hourly	\$60.00	1-Jan-25
Local Sports Adult		hourly	\$70.00	1-Jan-25
Non-Resident Sports Adult		hourly	\$80.00	1-Jan-25
Non-Prime Sports	Monday to Thursday 8:00am - 4:00pm	hourly	\$46.00	1-Jan-25
Prime Event Rental	Friday to Sunday	daily	\$698.00	1-Jan-25
Non Prime Event Rental	Monday to Thursday	daily	\$393.00	1-Jan-25
Open/Available: Same Day Booking		hourly	\$35.40	1-Jan-25

			2025	Effective
Arena Floor Ice (Winter)				
Local Minor Sports		hourly	\$127.00	30-Jun-25
Local Adults		hourly	\$148.00	30-Jun-25
Non Prime	Monday to Thursday 7:00am - 3:00pm	hourly	\$127.00	30-Jun-25
Open/Available: Same Day Booking		hourly	\$57.52	30-Jun-25
School Skating Rate		hourly	\$65.00	30-Jun-25
Non Resident		hourly	\$170.00	30-Jun-25
Mount Forest Summer Ice	Prior to Labour Day	hourly	\$200.00	30-Jun-25

Ball Diamond				
Local Minor Ball - Practice	1 hour, not serviced	hourly	\$20.00	1-Jan-25
Local Minor Ball Game - no lights		up to 2 hours	\$44.00	1-Jan-25
Local Minor Ball Tournament		daily/diamond	\$200.00	1-Jan-25
Adult Ball Game - no lights		up to 2 hours	\$55.00	1-Jan-25
Adult Ball Tournament	weekend (Saturday and Sunday) weekdays 8:00am - 4:00pm	daily/diamond	\$215.00	1-Jan-25
Camp / School Lights		daily/diamond per game	\$125.00 \$17.00	1-Jan-25 1-Jan-25

Soccer Fields				
Per Game - no lights		per game	\$33.00	1-Jan-25
Seasonal Rate for Minor Soccer		seasonal	\$7,250.00	1-Jan-25
Local Minor Soccer Tournament	weekend (Saturday and Sunday) weekdays 8:00am - 4:00pm	daily/field	\$181.00	1-Jan-25
Camp / School Lights		daily/field per game	\$125.00 \$17.00	1-Jan-25 1-Jan-25

Pavilions				
Mount Forest Cork Street Pavilion		daily	\$250.00	1-Jan-25
Arthur Optimist Pavilion		daily	\$250.00	1-Jan-25
Hourly		hourly	\$38.00	1-Jan-25
Picnic Shelters	Murphy Park, Lion Bill Moody, Arthur OptiMrs		\$0.00	1-Jan-25

Storage				
Outdoor		yearly	\$283.00	1-Jan-25
Interior storage		yearly	\$357.00	1-Jan-25
Jr. C Club Room		yearly	\$702.00	1-Jan-25

Sponsorship and Advertising				
Public Skating		per event	\$160.00	30-Jun-25
Public Swimming		per event	\$160.00	1-Jan-25
Baseball Diamond (3.5' x 6')		yearly	\$403.00	1-Jan-25
Mount Forest Walking Track (3.5' x 6')		yearly	\$403.00	1-Jan-25
Arthur Wall Advertisement (3.5' x 6')		yearly	\$403.00	1-Jan-25
Single Board Advertisement (4' x 8')		yearly	\$403.00	1-Jan-25

				2025	Effective
Skating General Admission (no tax)					
Individual Skating		per session		\$4.00	30-Jun-25
Family Skate	members from the same house	per session		\$12.00	30-Jun-25
Walking Track General Admission (no tax)					
Walking Track		per session		\$3.00	30-Jun-25
Monthly Pass Walking Track		monthly		\$20.00	30-Jun-25
Pool General Admissions (no tax)					
Infants and toddlers (under 2)		per session		\$0.00	1-Jan-25
Individual		per session		\$5.00	1-Jan-25
Family	members from the same house	per session		\$15.00	1-Jan-25
Aquafit		per session		\$10.00	1-Jan-25
Individual Season Pass		seasonal		\$115.00	1-Jan-25
Family Season Pass	members from the same house	seasonal		\$260.00	1-Jan-25
Aquafit Season Pass		seasonal		\$75.00	1-Jan-25
Swimming lessons (no tax)					
Parent and Tot 1,2,3	10 lessons			\$75.00	1-Jan-25
Preschool A, B, C	10 lessons			\$90.00	1-Jan-25
Beginner	10 lessons			\$90.00	1-Jan-25
Swimmer 1 - 4	10 lessons			\$90.00	1-Jan-25
Swimmer 5 - 10	10 lessons			\$90.00	1-Jan-25
Bronze Star				\$120.00	1-Jan-25
Bronze Medallion				\$120.00	1-Jan-25
Bronze Cross				\$120.00	1-Jan-25
Bronze Course Book				\$60.00	1-Jan-25
1/2 hour Private	1 lesson			\$28.00	1-Jan-25
1/2 hour Private	5 lessons			\$140.00	1-Jan-25
1/2 hour Semi-Private	5 lessons			\$115.00	1-Jan-25
Swim to Survive		per student		\$15.00	1-Jan-25
Pool Rentals					
Pool Rental	0 - 25 people, 2 guards	hourly		\$130.00	1-Jan-25
Pool Rental	26+ people, 3 guards	hourly		\$165.00	1-Jan-25
School	3 guards	hourly		\$90.00	1-Jan-25
Day Camp (no tax)					
Weekly Rate	5 days			\$185.00	1-Jan-25
Weekly Rate - Holiday	4 days			\$148.00	1-Jan-25
Daily				\$40.00	1-Jan-25
Township Program (no tax)					
Pickleball		per session		\$5.00	1-Jan-25
Shuffleboard		per session		\$5.00	1-Jan-25
Floor Hockey		per session		\$5.00	1-Jan-25
Stick and Puck		per session		\$5.00	1-Jan-25
Stick and Ball		per session		\$5.00	1-Jan-25
Cornhole		per session		\$5.00	1-Jan-25

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

BY-LAW NUMBER 083-2024

**BEING A BY-LAW TO ESTABLISH THE FEES AND CHARGES FOR
VARIOUS SERVICES PROVIDED BY THE MUNICIPALITY AND TO
REPEAL BY-LAW 102-2023**

WHEREAS *Municipal Act*, 2001 (hereinafter called “the Act”) permits a municipality and a local board to pass by-laws imposing fees or charges on any class of persons; and

WHEREAS *The Planning Act*, provides that a Council of a municipality may pass a by-law to prescribe a tariff of fees for the processing of applications made in respect of planning matters.

WHEREAS the *Building Code Act*, provides that a Council of a municipality may pass a by-law to prescribe fees for the processing of applications for permits or for the issuance of permits.

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

1. **THAT** the fees and charges for various municipal services are established as shown in the Schedules attached hereto and forming part of this By-law:
 - Schedule “A” - Administration
 - Schedule “B” - Building Department
 - Schedule “C” - Cemeteries
 - Schedule “D” - Fire/Rescue
 - Schedule “E” - Licensing & Lotteries
 - Schedule “F” - Planning Department
 - Schedule “G” - Engineering and Transportation
2. **THAT** all fees and charges will be subject to applicable taxes [including but not limited to, Harmonized Sales Tax (H.S.T.).
3. **THAT** unpaid fees and charges imposed pursuant to this by-law are subject to an interest rate of one and one-half percent per month.

4. **THAT** all charges payable under this by-law including taxes, interest and collection costs constitute a debt of the person or persons charged and if unpaid, where permissible, shall be added to the tax roll for any property in the Township of Wellington North owned by such person or persons and may be collected in the same manner as taxes, in accordance with the *Municipal Act, 2001*.
5. **THAT** this by-law shall be known as the “Fees and Charges By-law”.
6. **THAT** this by-law shall come into force effective January 1, 2025.
7. **THAT** By-law Number 102-2023 be repealed on January 1, 2025.

READ AND PASSED THIS 23rd DAY OF SEPTEMBER, 2024

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

**SCHEDULE "A"
ADMINISTRATION**

DESCRIPTION	FEE
Marriage Licence	\$135.00
Marriage Ceremony (1 hr max)	\$375.00
Marriage Rehearsal (1 hr max)	\$100.00
Travel time for ceremonies outside 25km one way	\$25.00/hr & mileage
Certification of Documents	\$15.00 per document
Commissioning Documents	\$35.00 per document
Completion of Pension Forms (Township resident only*)	No Charge* \$35.00 per document – Non Residents
Flags Wellington North Canadian Flag	\$100.00 No Selling Canadian flags KW
Freedom of Information Requests (legislated fees)	\$5.00 application fee plus disbursements (i.e. photocopying) plus Record Preparation at \$12.55 per quarter hour
NSF Cheque Charge	\$30.00
Photocopies (8½ x 11)	Black and White \$0.25 per page Colour \$1.50 per page
Tax Certificate (required for purchase and sale of properties)	\$50.00
Tax Account Statement or Bill Reprint (required for personal income tax purposes)	\$20.00
Tax Sale Proceedings	\$250.00 Administration Fee Plus Cost recovery of fees and disbursements as charged by consultants & solicitors
Burial Permit	\$20.00
Fee for services provided by municipal employees per hr per employee	\$55.00
Tax Arrears Penalties & Interest	Refer to current Tax Rates By-law
Civic Addressing 911 Sign 911 Post	\$25.00 \$20.00
Electric Vehicle Charging Station	Level 2: \$0.04/minute Level 3: \$0.25/minute
Reclamation election signs	\$25.00/sign
AGCO Agency Letter of Approval *not for profit, charities and service clubs	\$50.00 *
AGCO Municipal Information for liquor sales *not for profit, charities and service clubs	\$50.00 *
AGCO Municipally Significant Event *not for profit, charities and service clubs	\$50.00
Exemption from noise by-law letter	\$50.00
Tile Drainage Application Fee	\$250.00
Tile Drainage Inspection Fee	\$100.00

SCHEDULE "B"
BUILDING DEPARTMENT

SECTION NO.	DESCRIPTION	FEE	
		Per Sq. Ft.	Admin. Fee
1.1	Assembly and Institutional Occupancies (Group A & B) a) New construction b) Renovation/alteration less than 500 Sq. Ft. c) Renovation/alteration greater than 500 Sq. Ft.	.91 .00 .45	\$260.00 \$260.00 \$260.00
1.2	Residential Occupancies (Group C) New Construction a) Single family detached b) Semi-detached/Row-house per unit c) Apartment per unit	FLAT RATE (includes \$260.00 admin fee)	
			\$3,000.00 \$2,200.00 \$1,200.00
1.3	Residential Occupancies (Group C) Addition/Renovation a) New construction b) Basement with ceiling height $\geq 6'-11"$ (2,100 mm) c) Renovation/alteration less than 500 Sq. Ft. d) Renovation/alteration greater than 500 Sq. Ft. e) Attached garage or carport f) Detached garage or carport g) Accessory building h) Deck/porch/veranda	.91 .32 .00 .32 .39 .39 .19 .19	\$260.00 \$260.00 \$260.00 \$260.00 \$260.00 \$260.00 \$130.00 \$130.00
1.4	Business and Mercantile Occupancies (Group D & E) a) New construction b) Renovation/alteration less than 500 Sq. Ft. c) Renovation/alteration greater than 500 Sq. Ft.	.91 .00 .39	\$260.00 \$260.00 \$260.00
1.5	Industrial Occupancies (Group F) a) New construction b) Renovation/alteration less than 500 Sq. Ft. c) Renovation/alteration greater than 500 Sq. Ft.	.52 .00 .39	\$260.00 \$260.00 \$260.00
1.6	Agricultural and Farm Building a) New livestock/Ag processing buildings and additions i. First 10,000 Sq. Ft. ii. Over 10,000 Sq. Ft. b) Livestock renovations c) Sheds/shops d) Quonset/economy structure e) Silos/grain bins f) Manure storage or Pit silos i. Uncovered ii. Covered iii. Roof over existing	.31 .26 .02 .17 .12 .05 .05 .12 .07	\$260.00 \$260.00 \$260.00 \$260.00 \$130.00 \$130.00 \$130.00 \$130.00 \$130.00

**SCHEDULE "B" (CONTINUED)
BUILDING DEPARTMENT**

SECTION NO.	DESCRIPTION	FEE	
		Admin. Fee	
1.7	Temporary Structure		
	a) Portables, meteorological towers, etc. b) Special occasion tent		\$260.00 \$130.00
1.8	Septic Systems		
	a) All classes, new or replacement		\$520.00
	b) Tank replacement c) Leaching bed replacement		\$130.00 \$390.00
1.9	Commercial Wind Turbines	\$260 admin. plus \$59 per \$1,000 of const. value	
2.0	Buildings or Structures that do not fit elsewhere in this Schedule	\$260 admin. plus \$13 per \$1,000 of const. value	
3.0	Demolition Permit		
	a) Class "A" b) Class "B"		\$130.00 \$520.00
4.0	Conditional Permit		
	Full permit fee as calculated under Section 1 Additional permit security may be required Designated Structure the same as Section 1		\$260.00
5.0	Transfer permit		\$260.00
6.0	Change of Use (no construction)		\$130.00
7.0	Reapplication		\$130.00
8.0	Inspection of wood burning appliance installation		\$130.00
9.0	Pool Enclosure Fence		\$130.00
10.0	L.L.B.O. inspections and letters for occupant loads		\$130.00
11.0	Certificate of Compliance – Building and Zoning		\$100.00
12.0	Works Damage/Lot Grading where applicable	Deposit	Fee
		\$1,900.00	\$100.00

NOTE TO SCHEDULE

An investigation fee equal to the applicable building permit fee shall be applied where work has commenced prior to the issuance of the required building permit in addition to the building permit fee to be charged when permit is issued, at the discretion of the CBO.

**SCHEDULE "C"
CEMETERIES**

DESCRIPTION	FEE
<u>SALES</u>	
Single Grave 3 ½ feet x 10 feet (plot \$1582.00) (Care and Maintenance Fund included) (40% of selling price \$828.00)	\$2,636.00
Cremation Plots (3 ft x 4 ft with 2 ft sidewalk) \$1,440	\$2,400.00
Single niche to accommodate two urns (Niche \$1,582.00) Care and Maintenance Fund (\$278.00)	\$1860.00
Scattering Garden (\$108.00) Care and Maintenance Fund (40% \$72.00)	\$180
<u>INTERMENT/INURNMENT</u>	
Adult	\$1,613.00
Child (12 years and under)	\$300.00
Cremated remains in standard plot	\$563.00
Double depth charge – extra	\$397.00
Inurnment in niche	\$344.00
Scattering garden	\$185.00
<u>Surcharges:</u>	
Saturday funerals until 12 noon - standard burial & 12 yrs and under	\$390.00
Saturday funerals until 12 noon - cremated remains & scattering garden	\$250.00
Saturday funerals until 12 noon– niche	\$140.00
Burials inurnments that occur outside the hours of 9 a.m. – 3 p.m. Mon-Fri	\$130.00
Statutory holidays, Easter Monday, Remembrance ay, winter burial if ordered by Public Health Standard rate plus all charges	
<u>DISINTERMENT</u>	
Standard burial	\$1,613.00
Cremated remains	\$536.00
<u>VAULT STORAGE</u>	
	\$263.00
<u>MONUMENT INSTALLATIONS</u>	
Staking fee	\$67.00
Monument care & maintenance fund:	
Flat marker (under 1,116.13 sq centimeters-173 sq inches)	NIL
Flat Marker (over 1,116.13 sq centimeters-173 sq inches)	\$100.00
Upright Marker (under 4 ft.)	\$200.00
Upright Marker (over 4 ft.)	\$400.00

**SCHEDULE "C" (CONTINUED)
CEMETERIES**

<u>ADMINISTRATION</u>	
Transfer of Interment Rights or resale to municipality per plot	\$100.00
Admin fee and Research per hour	\$55.00
Assisting as Pallbearer (min 1 hour)	\$55.00/hr
<u>OTHER</u>	Rate
Rental of any equipment	charged

**SCHEDULE "D"
FIRE/RESCUE**

DESCRIPTION	FEE
Inspections: By Request Only Single Residence Institution / Industrial / Commercial Apartments / Condominiums	\$100.00 \$125.00 \$100.00 plus \$10.00 per unit
Fire Search Fees / Approvals Fire Reports Fire investigation reports	\$200.00 \$200.00
Motor Vehicle Incidents: Non-residents/non-taxpayers of Wellington North are involved in a motor vehicle accident within the municipal boundary of the Township of Wellington North that require the Fire / Rescue to respond to the scene, will be invoiced firstly to the owner's insurance provider. In the case where there is no insurance payable, the owner shall be billed directly	Current rates established and published by the MTO for fire responses to MTO roads
Administration & Enforcement: Spills Act and Transportation of Dangerous Goods Act: The cleanup of hazardous material spills	Current rates established and published by the MTO for fire responses to MTO roads Clean up costs to cover materials used Plus Administration Fee of \$50.00 per hour
Open Air Burning: Where burn is in contravention with Open Air Burn By-law and/or Fire Prevention and Protection Act	Current rates established and published by the MTO for fire responses to MTO roads Plus Administration Fee of \$50.00 per hour per Fire-fighter
Securing of Premises after a fire	\$50.00 per hour per Fire-Fighter

**SCHEDULE "D" (CONTINUED)
FIRE/RESCUE**

DESCRIPTION	FEE
<p>False Alarms: The following procedures and fees shall apply only when it has been determined at the discretion of the responding officer of the Township of Wellington North Fire Department that the false alarms were preventable. The totals shall be calculated within each calendar year with each year being considered separately.</p> <p>First False Alarm - Warning n/c</p> <p>Second False Alarm n/c</p> <p>Third False Alarm \$600.00</p> <p>Four or More False Alarms \$1,200.00</p>	
Fire Alarm Monitoring/Fire Watch	\$450.00 per vehicle per hour \$255.00 per half hour thereafter
Liquor Occupancy Permit Authority Have Jurisdiction Letter to Alcohol and Gaming Commission	\$150.00
Fire Safety Plan Review	\$150.00
Fire Extinguisher Training	\$100.00 per hour
Mobile/Seasonal Vendors Inspection	\$25.00
Chemicals used to suppress or prevent fires or explosions (often referred to as foam agents)	\$200.00 per container

Extraordinary Expenses

If Wellington North Fire responds to a fire or other emergency at a property and determines, or the Officer in Charge determines, that it is necessary to retain a private contractor, rent special equipment, or use consumable materials other than water, and medical supplies, in order to suppress or extinguish a fire, preserve property, prevent a fire from spreading, or otherwise control and eliminate an emergency, the property owner shall be charged the expenses incurred by Wellington North Fire for retaining a private contractor, renting special equipment and/or using consumable materials, as applicable.

If Wellington North Fire responds to a fire or other emergency at a property and incurs damage or contamination to equipment such as personal protective equipment, hoses or other non-consumable materials that require cleaning and decontamination or replacement thereof, as a result of the service to suppress or extinguish a fire, preserve property, prevent a fire from spreading, or otherwise control and eliminate an emergency, the property owner shall be charged the expenses incurred by Fire & Emergency Services for cleaning and decontamination or replacement of equipment, as applicable, and shall be recovered as a fee under this By-law.

SCHEDULE "E"
LICENCING AND LOTTERIES

DESCRIPTION	FEE
Animal Control	
New Kennel Licence	\$500.00*
Renewal of Kennel License	\$250.00*
	*plus inspection fee charged by animal control officer
Licensing a dog	\$25.00
Replacement tag	\$10.00
Enumeration Charge	\$10.00
Impounding a Dog	\$150.00
Boarding Fees for an impounded dog / day	\$25.00
Additional Charges may apply pursuant to the Canine Control Bylaw	
Business Licensing Fees	
Food Vehicle Stand	\$120.00
Donation Box	\$150.00
Temporary Vendor	\$200.00
Replacement license	\$25.00
Administrative Penalty	\$300.00
Donation Box removal	Actual cost of labour

DESCRIPTION	FEE
Lottery Licences	
• Raffle	\$20.00
• Blanket	\$20.00
• Bingo	\$20.00
• Other	\$20.00
Break Open Tickets	\$10.00 per box

**SCHEDULE "F"
PLANNING**

DESCRIPTION	FEE	
	ADMINISTRATION (non-refundable)	DEPOSIT (refundable)
Committee of Adjustment – Minor Variance		\$2,500.00
Zoning Amendment		\$10,000
Holding Zone Removal By-law		\$1,000.00
Any other applications pursuant to the provisions of the Planning Act i.e. Consent Agreement		\$1,000.00
Certificate of Compliance Plan of Subdivision/Condominium, Site Plan and Development Agreements		\$250.00
Part Lot Control		\$1,000.00
Clearances for Severance Conditions		\$250.00
Cash in Lieu of Parkland		\$7,500.00 per unit
Fee for services provided by Municipal employees		\$125.00 (per hour, per employee)
Copy of Zoning By-law		\$30.00
Letter of Interest from resident to Clerk to purchase unopened road allowance		
Disposal of Surplus Lands (Including roads)		
	ADMINISTRATION (non-refundable)	DEPOSIT (refundable)
Plan of Subdivision or Condominium New or Amendment including conditions of approvals to both Wellington North and the County of Wellington	\$10,000.00	\$15,000.00
Review of Draft Plan of Subdivision, Condominium or Official Plan Amendment	\$6,000.00	\$5,000.00
Site Plan Control Approval and Agreement <ul style="list-style-type: none"> • Minor 	\$2,000.00	\$3,500.00
Site Plan Control Approval and Agreement <ul style="list-style-type: none"> • Complex 	\$3,000.00	\$6,000.00
Site Plan Control Amendments	\$300.00	\$700.00
Lot Grading/surface Works Security Deposit	\$100.00	\$1,900.00
Development Agreement	\$2,000.00	\$5,000.00
Pre-consult	\$500.00	Deposit required as listed above for corresponding application
Pre-servicing Application		\$7,000.00
Site Alteration Application		\$7,000.00
Site Alteration Application - Major		

**SCHEDULE "F" (CONTINUED)
PLANNING**

DEPOSITS

- Deposits less the disbursement fees and third party fees will be refunded.
- Disbursements may include but are not limited to: postage, laminating, registration of documents and photocopying, faxing, etc.
- Third Party fees including, but are not limited to, planners, engineers, solicitors and township staff technical review, site inspections, attend meetings, review of security reduction request, advertising of notices and similar costs.
- Every applicant for a planning matter referred to in Schedule "F" hereof shall make an application on forms provided by the Municipality and in addition shall sign a deposit agreement in the prescribed form and pay any applicable deposit to the Municipality.
- The Clerk/Deputy Clerk/Development Clerk and/or Treasurer/Deputy Treasurer are hereby authorized to execute the deposit agreement on behalf of the Township.

SCHEDULE "G"
ENGINEERING AND TRANSPORTATION

DESCRIPTION	INSPECTION FEE	*DAMAGE DEPOSIT
Road Crossing Permit	\$450.00	\$3,000
Entrance Permit - Urban	\$200.00	\$2,000.00
Rural/Semi-Urban Entrance Installations The applicant would be responsible for all costs to supply a culvert over 600 mm in diameter and/or to supply over 12 meters of culvert and/or to upgrade an existing entrance. Costs would be charged at the current rates.		
*Damage Deposit Fees shall be collected when a Building Permit is issued.		
Entrance Permit – Rural:		
a) Requires up to 12m culvert (up to and including 600mm) including inspection fee		\$2,600.00 **
b) Entrance up to 12m that does not require a culvert including inspection fee		\$2,000.00 **
** Note: Items a & b above within Schedule “G” can be increased in width by 3m increments to a maximum of 20m. Each additional 3m increment carries an associated additional cost of \$600.00.		
	FEE	
Cost of hidden driveway sign installed		\$200.00 each
Civic Addressing – 911 Sign and Post *Replacement sign and post charged at same rate		\$120.00 each
Grader rate – at the discretion of the township. (available only to Township of Wellington North ratepayers)		\$175.00/hr
Labourer/Driver Rate		\$60.00/hr
Resident Request for Tree Inspection and Assessment		\$100.00 per tree
Infrastructure Development Fees:		
Fee for services provided by municipal employees		\$125.00 (per hour, per employee)
Sewage Allocation Application		\$275.00/development
Watermain Form 1 Authorization		\$1,500.00
Service Connection Permit Pre-Consultation		\$300.00 per lot
Service Connection Demolition Permit Application and Inspection fee		\$300.00 per lot
Service Connection Demolition Deposit		\$3,000.00 per lot
Low Pressure Sanitary Service Connection		\$1,015.00 per connection
Storm Service Connection Fee		\$1,725.00 per connection
Sanitary Service Connection Fee**		\$2,856.96 per connection
Water Service Connection Fee**		\$2,307.54 per connection
Service Connection Permit-New Service Application and Inspection (1 service)		\$1,500.00
Service Connection Permit-New Service Application and Inspection (2 services connections for same building unit)		\$2,000.00 per 2 connections for same building unit
Service Connection Permit-New Service Application and Inspection (3 services for same building unit)		\$2,500.00 per 3 connections for same building unit

Service Connection New Service Permit Deposit	100% of cost of construction up to a maximum of \$20,000.00
Traffic Count Data	\$30.00 per location
Consolidated Linear Infrastructure Environmental Compliance Approval (CLI-ECA):	
a) Storm Sewer (adding, changing, replacing or extending)	\$3,000.00
b) Quality Device, i.e. Oil/Grit Separator	\$2,500.00 (each appurtenance)
c) Stormwater Management Facility	\$5,000.00 (each system)
d) Low Impact Development	\$3,700.00
e) Sanitary (sewage) Sewer (adding, changing, replacing or extending)	\$3,000.00
f) Sanitary Sewage Pumping Station or Forcemain	\$5,000.00 (each facility or forcemain)
g) Sanitary appurtenance (examples: odour and corrosion control, etc.)	\$3,000.00 (each appurtenance)
h) Review of CLI ECA Amendment Application for MECP submission	\$1,000.00 (each system)
Technical Review Fee	
a) Subdivision over 300 units	\$10,000.00
b) Subdivision over 100 units	\$7,000.00
c) Subdivision under 100 units	\$5,000.00
d) Condominium Review	\$2,600.00
e) Site Plan Review	\$2,600.00
f) Site Plan Review Major (Over 20 residential units)	\$3,500.00
Additional Submission (4 th Submission or more)	\$50.00 (per lot/block/unit)
<p>Note:</p> <ol style="list-style-type: none"> 1. Technical review fee shall be applied at the first submission of a planning application. This cost shall be applied to the application deposit account. 2. Peer Review – the applicant is responsible for the full costs of undertaking peer reviews for any studies or drawings submitted in support of the applications. These costs shall be applied to the application deposit account. 	
Administration and Inspection Construction Work Fees:	
Subdivision	0.7% of Value of Construction of Municipal Services – Payable upon execution of subdivision Agreement.
Re-Inspection	

a) Subdivision over 300 units	\$5,000.00
b) Subdivision over 100 units	\$3,500.00
c) Subdivision under 100 units	\$2,500.00
d) Site Plan Large Scale (11 units and over)	\$1,750.00
e) Site Plan Small Scale (10 units and under)	\$750.00

Note to Schedule G

1. An investigation fee equal to the applicable infrastructure permit fee shall be applied where work has commenced prior to the issuance of the required infrastructure permit in addition to the infrastructure permit fee to be charged when permit is issued, at the discretion of the Infrastructure Services Department.
2. Fees and charges of various services on Schedule "G" are HST Except unless noted.

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NUMBER 084-2024

BEING A BY-LAW TO ESTABLISH THE FEES AND CHARGES FOR WATER AND SEWER SERVICES PROVIDED BY THE MUNICIPALITY AND TO REPEAL BY-LAW 105-2023

WHEREAS Section 391. (1) of *the Municipal Act*, 2001 S.O. Chapter 25 as amended (hereinafter called “the Act”) permits a municipality and a local board to pass by-laws imposing fees or charges on any class of persons

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

1. **THAT** the fees and charges for various municipal services are established as shown in the Schedules attached hereto and forming part of this By-law:

Schedule “A” - Water & Sewer
Schedule “B” - Water & Sewer Rates
2. **THAT** the effective date of the fees and charges is January 1, 2024
3. **THAT** all fees and charges will be subject to applicable taxes [including but not limited to, Provincial Sales Tax (P.S.T.), Goods and Services Tax (G.S.T.) and Harmonized Sales Tax (H.S.T.).
4. That unpaid fees and charges imposed pursuant to this by-law are subject to an interest rate of one and one-half percent per month.
5. **THAT** all charges payable under this by-law including taxes, interest and collection costs constitute a debt of the person or persons charged and if unpaid, where permissible, shall be added to the tax roll for any property in the Township of Wellington North owned by such person or persons and may be collected in the same manner as taxes, in accordance with Section 398 *Municipal Act*, 2001 S.O. Chapter 25 as amended.

6. **THAT** this by-law shall be known as the “Water and Sewer Fees and Charges By-law”.
7. **THAT** By-law 105-2023 is hereby repealed.

READ AND PASSED THIS 23rd day of SEPTEMBER, 2024.

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

SCHEDULE "A"
WATER AND SEWER
Effective January 1, 2025

DESCRIPTION	2024	2025 (Proposed)
<p>Swimming Pool Rate: In addition to the charges for water, being the Residential Rate or the General Service Rate in Arthur and Mount Forest hereinbefore set out, there shall be a separate water rate of \$79.61 payable annually to the Township by the landowner for each swimming pool located on a parcel of land during each year or part thereof. For the purposes of this paragraph a swimming pool shall be an inground or aboveground swimming pool containing 8,000 gallons of water or more.</p>	\$78.43	\$79.61
<p>Bulk Water Pick-Up or Supply: Persons wanting bulk water pick-up or supply must contact the Water and Sewer Department Office Monday to Friday between the hours of 7:30 A.M. and 4:00 P.M. to schedule the pick-up or supply. A member of the Township's Water Department must be present when any water is loaded. Unauthorized opening of any Township hydrant is an offence that will have legal implications.</p>	\$156.85	\$159.20
<p>Disconnection/Reconnection of Water Services: (a) At the request of owner to facilitate private water system maintenance; or (b) Will only be allowed if the electrical service is also disconnected or reconnected for the same period of time. A service fee will be charged per disconnect/connect (1 water turn off, 1 water turn on).</p>	\$78.43 (During Business Hours) \$104.57 (After-Hours)	\$79.61 (During Business Hours) \$106.14 (After-Hours)
<p>Service Call: Any property owner requesting a service call will be charged a minimum \$79.61 fee if the problem is found to be on the landowner's property. Any involvement by the Township in the repair of services on private property shall be billed to the property owner on a time and material basis.</p>	\$78.43 (During Business Hours) \$104.57 (After-Hours)	\$79.61 (During Business Hours) \$106.14 (After-Hours)
Water-Sewer Operator Fee (Per hour) – During Business or After Hours	\$62.74	\$63.68

SCHEDULE "B"
WATER & SEWER RATES
Effective January 1, 2025

DESCRIPTION	2024	2025 (Proposed)
Water		
Residential (flat rate)		
Residential - monthly	\$48.71	\$49.44
Residential - annually	\$584.49	\$593.26
Non-residential Customers – Annual Flat Rate	\$700.75	\$711.26
Non-residential		
Rate per cubic metre	\$2.14	\$2.18
Meter Maintenance Fee (Commercial / Industrial) - monthly	\$18.13	\$18.40
Wastewater (Sewer)		
Residential (flat rate)		
Residential - monthly	\$59.91	\$60.81
Residential - annually	\$718.88	\$729.67
Non-residential Customers – Annual Flat Rate	\$861.81	\$874.73
Non-residential		
Rate per cubic metre	\$2.64	\$2.67
Special Rate (Non-residential) – 460 Durham St E (Green House)	\$80.00	\$80.00
Water Account Set up	\$26.15	\$26.54
Sewer Account Set up	\$26.15	\$26.54

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

BY-LAW NUMBER 085-2024

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF A PET
LICENSING SERVICES AGREEMENT BETWEEN DOCUPET INC.,
AND THE CORPORATION OF THE TOWNSHIP OF WELLINGTON
NORTH AND REPEAL 071-2019**

WHEREAS The Corporation of the Township of Wellington North and DocuPet Inc., wish to enter into a pet licensing 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 a pet licensing agreement with DocuPet Inc., in substantially the same form as the agreement attached hereto as Schedule "A".
2. That the Mayor and the Clerk of the Corporation of the Township of Wellington North are hereby authorized and directed to execute the said agreement and all other documentation required on behalf of the Corporation.

READ AND PASSED THIS 23RD DAY OF SEPTEMBER, 2024.

ANDREW LENNOX, MAYOR

KARREN WALLACE CLERK



Pet Licensing Services Agreement

This Pet Licensing Services Agreement (this “**Agreement**”), is entered into this ____ day of ____, 2024 (the “**Effective Date**”) by and between DocuPet Inc., an Ontario corporation with offices at 2 Gore Street, Kingston, ON, K7L 2L1 (“**DocuPet**”), and the Township of Wellington North, a municipal corporation whose primary place of business is 7490 Sideroad 7 W, Kenilworth, Ontario, N0G 2E0 (the “**Organization**”).

Background

DocuPet has developed and operates a program for providing pet licensing services.

The Organization wishes to engage DocuPet to perform certain pet licensing services for the Organization and its residents.

FOR GOOD AND VALUABLE CONSIDERATION (the receipt and sufficiency of which is hereby acknowledged by both parties), the Organization hereby engages DocuPet to perform, and DocuPet agrees to perform, those certain services described in Schedule A to this Agreement subject to and in accordance with the terms and conditions contained in Schedule B to this Agreement.

Schedules A, B, and C are attached and incorporated into this Agreement by reference and form a part of this Agreement. The documents comprising this Agreement and their order of precedence in case of conflict are:

- (1) this covering Agreement,
- (2) Schedule A – DocuPet Service Deliverables
- (3) Schedule B – DocuPet General Terms and Conditions
- (4) Schedule C – Pet Licence Fees

The foregoing documents together constitute the entire and final Agreement of the parties with respect to the subject matter of this Agreement.

DOCUPET INC.

TOWNSHIP OF WELLINGTON NORTH

By: _____

By: _____

Name: **Grant Goodwin**

Name:

Title: **Chief Executive Officer**

Title:

By: _____

Name:

Title:

CONTACT INFORMATION FOR THE ORGANIZATION	
Contact Name and Title:	
Address:	
Phone:	
Email:	
Fax:	

CONTACT INFORMATION FOR DOCUPET	
Contact Name and Title:	Grant Goodwin, Chief Executive Officer
Address:	2 Gore Street Kingston, Ontario, K7L 2L1
Phone:	1-855-249-1370
Email:	grant.goodwin@docupet.com
Fax:	1-613-547-5529

SCHEDULE A
to Pet Licensing Services Agreement
SERVICE DELIVERABLES

1. DEFINITIONS

- a. Unless otherwise defined in this Schedule A, capitalized terms used in this Schedule A shall have the meaning given to those terms in Schedules B and C to this Agreement.

2. SERVICES

- a. During the Term, DocuPet will provide to the Organization the pet registration services described in this Schedule A (collectively, the “**Services**”) subject to and in accordance with the terms set out in this Agreement. DocuPet may also provide additional Optional Services (as defined in Schedule B below) to Pet Owners which are not part of this Agreement but which may be offered through the Website (as defined below) or through any other medium or in any other manner.

b. Website

i. Organization-branded Pet Owner Portal

1. Applications for Pet Registrations

- a. Pet Owners shall have the option of applying for Pet Registrations electronically through the DocuPet Website.
- b. Pet Owners may apply for pet registration through the DocuPet Website by providing the following information and/or such other information as DocuPet and the Organization may agree (“**Registration Information**”):

- i. Name
- ii. Email
- iii. Address
- iv. Telephone – day and evening
- v. Name of pet
- vi. Species (Dog or Cat)
- vii. Breed and description (sex, colour, age, etc.)
- viii. Spayed or neutered
- ix. Microchipped
- x. Rabies vaccination and date
- xi. Alternate contact information
- xii. Pet Date of Birth

2. Payment of Pet Licence Fee

- a. At the time of Registration made via the Website, each Pet Owner shall pay a Pet Licence Fee for each Pet based on the rates set out in Schedule C (the “**Pet Licence Fee**”). The Pet Licence Fee for each Pet Registration shall be paid through the Website by credit card, debit card or other payment method (as determined by DocuPet at its discretion). Pet Owners may be charged an Online Processing Fee for purchases made via the Website.

ii. Administrative Portal

1. Pet Registrations

- a. The Organization may allow their employees, volunteers and contractors/ designates to accurately input Pet Registration Information into the application on the Website. DocuPet shall have no responsibility for verifying the accuracy or completeness of any Registration Information or for any errors therein.

2. Data Upload and Download

- a. DocuPet agrees to provide for the uploading of Pet Registration Information that is provided to DocuPet in its standardized format.
- b. DocuPet agrees to provide for the downloading of Pet Registration Information. Downloaded Pet Registration Information will be provided in DocuPet’s standardized format.

3. Reporting

- a. DocuPet agrees to provide its standard reporting tools to the Organization including those providing record and financial information related to Pet Registrations.
- b. Specialized or customized reports may be subject to additional fees.

4. Community Canvassing

- a. DocuPet will provide its Community Canvassing module allowing for Organization users to map zones and log visit inputs in the Software.

iii. Data Storage

1. All Registration Information that is inputted through the Website will be stored within the Software so that the Registration Information may be accessed by the Organization, DocuPet Personnel and other persons authorized by the Pet Owner.

iv. Website Support

1. DocuPet agrees to provide to the Organization ongoing support and maintenance of the Website, including updates and access to future versions of the Website. Support and maintenance for the Website includes: ongoing problem identification, resolution services, and correction of programming errors.
2. Should the Organization request customizations to DocuPet's Website functionality, additional fees may apply. The Organization will be notified in advance if such fees are to be incurred and work will not begin until a total sum for the customization(s) has been agreed upon. DocuPet reserves the right to refuse Website functionality customization requests.

c. Account Support

i. DocuPet will be responsible for:

1. Overseeing and managing DocuPet's obligations under this Agreement;
2. Conducting the necessary tasks to implement the Services outlined in this Agreement; and
3. Answering the Organization's queries and cooperating with the Organization to address issues relating to the Services deemed urgent by the Organization.

ii. Training

1. DocuPet agrees to provide the Organization with training regarding the usage of the Website via Video Conference-based sessions prior to the launch of the Services.
2. Training videos and online help content will be provided via the Administrative Portal.

d. Customer Service

- i. DocuPet will provide all technical and other customer support for Pet Owners with respect to the Website and the Services, with support being provided during normal business operation hours of 9:00AM to 8:00PM EST Monday to Friday, holidays excepted.
- e. Ordinance Awareness
 - i. DocuPet will design marketing collateral including a brochure, two postcards, a poster, and up to two additional pieces at the time of the launch of the Services. The Organization will be responsible for producing these materials and may, for an additional fee, request that DocuPet produce these materials.
 - ii. DocuPet will develop and promote a media release to local media outlets at the time of the launch of the Services.
 - iii. Additional marketing collateral designs or productions may be requested by the Organization. A pricing rate card for all materials can be provided to the Organization at any time. Additional fees for this work will apply.
 - iv. DocuPet may endeavor to promote awareness of the Organization's ordinances and regulations relating to pet registration and responsible pet ownership in various ways.
- f. Pet Tags
 - i. DocuPet agrees to provide Pet Tags for each Pet Registration where a Pet Tag is required.
- g. Pet Tag Mailings
 - i. Unless delivered physically by the Organization at the time of purchase, DocuPet shall send applicants confirmation of their Pet Registration number, a Pet Tag if required, and other information or documents related to the Services, the Organization and DocuPet
- h. Licence Compliance Notifications
 - i. Emailed Licence Compliance Notifications
 - 1. At the direction of the Organization, DocuPet shall prepare and deliver Licence Compliance Notifications (**"Licence Compliance Notifications"**) via e-mail.
 - ii. Mailed Licence Compliance Notifications

1. At the direction of the Organization, DocuPet shall prepare and deliver Licence Compliance Notifications via regular mail.
2. A maximum of two (2) mailed notifications will be sent per expiring Pet Registration.
3. Additional Mailed Licence Compliance Notifications, including those related to unlicensed pets or pet owners that have not licensed their pets are subject to additional Standard Fees.

iii. Standard Templates

1. DocuPet will provide the Organization with its standard Licence Compliance Notification template and timing cadence.

i. Data Handling

- i. DocuPet personnel shall add or edit Registration Information via the Website. This information may be added via any of the following methods:
 1. Mailed-in Application Form Processing;
 2. Formatting pet data provided by third parties;
 3. Returned Mail Processing for letters returned to DocuPet offices;
 4. Hand-keying information when a Pet Owner has contacted DocuPet's Customer Service team.

j. Donation Collection

- i. DocuPet will collect contributions on behalf of the Organization, or the Organization's designated local animal shelter, at the time of licence payment.

3. DOCUPET PLATFORM STANDARDS

a. Connectivity

- i. The Organization acknowledges and agrees that access to the Website and the Software require Internet connectivity and use of a latest-version web browser and that DocuPet is not responsible for the inability of the Organization, Pet Owners or potential Pet Owners to access the Website or the Software as a result of failures of any of their applicable internet access provider or use of outdated or non-current versions of software.

b. Backup and Disaster Recovery

- i. DocuPet shall provide such back-up, disaster recovery and storage capabilities as typically provided in its industry so as to provide reasonable

availability of the Services during an event that would otherwise affect the delivery of the Services.

c. PCI Compliance

- i. DocuPet shall comply with payment card industry (PCI) security standards. DocuPet shall utilize a payment processing company (Stripe, or a competitor(s) of Stripe) for processing payments received through the Website.

d. Data Protection

- i. DocuPet shall ensure that the platform and all services are in compliance with applicable Laws relating to data protection. For clarity, this includes personal information gathering, use and disclosure whether in the form of Registration Information or Organization Data. DocuPet shall maintain a log-in account and password that permits access to Pet Owner's accounts and Registration Information for the purposes of providing the services as outlined in this agreement. DocuPet will promptly notify the Organization upon its becoming aware that any of its passwords have been stolen, leaked or otherwise compromised. The Organization will promptly notify DocuPet upon its becoming aware that any of its passwords have been stolen, leaked or otherwise compromised.

e. Location

- i. The servers hosting the Licensed Software shall be under Canadian legal jurisdiction and that the data in their possession shall be collected, managed and stored in accordance with any applicable privacy Laws.

f. Backup

- i. DocuPet will ensure there are offsite backups performed each day. DocuPet will, as a minimum on a monthly basis, ensure the backups are sufficient and can restore/regenerate the system in the event of a server failure. On request, the Organization will be allowed to review architecture and ability to meet performance obligations.

g. Service Level

- i. The Website is engineered to be available 24 hours a day, 7 days a week, 52 weeks a year. The Website shall meet industry standard accessibility service levels and shall operate on all major modern browser platforms. Due to various factors, users may experience system unavailability (unscheduled downtime). In the event that unscheduled downtime exceeds 4 hours a month, during normal business operation hours (9:00AM to 5:00PM EST Monday to Friday, holidays excepted), or unscheduled downtime exceeds 8 hours outside normal business hours (9:00AM to 5:00PM EST Monday to Friday, holidays included), DocuPet will provide the Organization with a remediation plan. Three consecutive months of greater than 4 hours of downtime, during normal business operation hours (9:00AM to 5:00PM EST Monday to Friday, holidays excepted), or 8 hours outside of normal business hours, will be grounds for immediate contract termination. Unscheduled downtime instances will be reported to the Organization on demand and quarterly.
- h. Control of Website
 - i. The Website and all content on the Website shall at all times be under the control and at the discretion of DocuPet.

SCHEDULE B
to Pet Licensing Services Agreement
DOCUPET GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

a. Defined Terms as used in this Agreement:

“Confidential Information” means all confidential Information (including confidential, proprietary, trade secret, scientific, technical or business know-how or Information of a Party) which is disclosed by or at the direction of one Party to the other Party in connection with this Agreement.

“DocuPet Owned Work” means any and all materials, information, inventions, methods, procedures, technology, know-how, data and other Intellectual Property Rights owned or developed by DocuPet whether prior to, during or after the Term, including the Website, the Software and all information and data relating to the Optional Services.

“DocuPet Personnel” means partners, employees and independent contractors of DocuPet and its approved subcontractors assigned to perform the Services pursuant to this Agreement.

“Including” and its derivatives (such as “include” and “includes”) mean including without limitation. This term is as defined, whether or not capitalized in this Agreement.

“Intellectual Property Rights” means, on a worldwide basis, any and all:

- Rights associated with works of authorship, including copyrights, moral rights and mask-works;
- Marks;
- Trade secret rights;
- Patents, designs, algorithms and other industrial property rights;
- Other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, or otherwise; and
- Registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).

“Law” means:

- Any statute, regulation, by-law, ordinance or subordinate legislation in force from time to time to which a Party is subject, including but not limited to data protection and privacy laws;
- The common law and the laws of equity as applicable to the Parties from time to time;

- Any binding order, judgement, decree, direction, policy, or rule including from a governmental authority; or
- Any applicable industry code, policy or standard enforceable by law.

“Licence Compliance Notifications” shall mean any communication sent to a Pet Owner with information regarding the requirement to purchase a Pet Registration for a particular Pet.

“Losses” shall mean all losses, liabilities, damages and claims, and all related costs and expenses (including reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties).

“Marks” means all trademarks, service marks, trade names, trade dress, symbols, logos, designs, and other source identifiers.

“Material” means all systems, software, technology, documentation, reports, notes, tools, methods, methodologies, processes, procedures, workflows, inventions, forms, data, data formats, data compilations, program names, designs, drawings, videos and other material created, furnished or made available in connection with this Agreement

“Organization Engagement Officer” has the meaning given to that term in Section 3(a).

“Organization Data” means any and all information provided by Organization to DocuPet pursuant to or in connection with this Agreement, directly or indirectly, and whether in printed, electronic, magnetic, optical or other form, but, for certainty, excludes any DocuPet Owned Work and Registration Information.

“Optional Services” means additional products and services that are provided by DocuPet to registered Pet Owners directly and not through this Agreement.

“Parties” means DocuPet and the Organization and “Party” means any one of them.

“Pet” means a dog or cat or any other animal that can be registered in accordance with the Organization's by-laws, ordinances or regulations.

“Pet Licence Fee” means the Pet Licence Fee described in Schedule C.

“Pet Owner” means the person applying for the Pet Registration for an applicable Pet.

“Pet Registration” means the registration issued or renewed according to the Organization's by-laws, ordinances or regulations to a Pet Owner for a particular period.

“Pet Tag” means a metal identification tag to be worn by a Pet that is marked with required information related to a Pet Registration.

“**Postage**” means costs incurred by DocuPet in packaging and delivering material to Pet Owners in connection with the Services including labour.

“**Services**” has the meaning given to that term in Schedule A.

“**Software**” means the software application provided through the Website, which among other things, stores the Registration Information and provides authorized access thereto through the Internet.

“**Standard Fees**” has the meaning given to that term in Schedule C.

“**Term**” has the meaning given to that term in Section 5.

“**Website**” means the Internet website “www.DocuPet.com” and associated web pages.

- b. Other Terms.
 - i. Other terms used in this Agreement are defined where those are used and have the meanings there indicated.
 - ii. Those terms, acronyms and phrases utilized in the IT services industry or other pertinent business context shall be interpreted in accordance with their generally understood meaning in such industry or business context.

2. DOCUPET SERVICES

- a. Provision of Services. During the Term, DocuPet will perform the Services in a competent, careful and professional manner in accordance with the terms and conditions of this Agreement and shall ensure that all of its employees, representatives and subcontractors delivering Services act in a professional and businesslike manner appropriate for the provision of a public service.
- b. Use of Subcontractors
 - i. DocuPet shall not be entitled to delegate or subcontract any of its obligations under this Agreement without the Organization's prior written approval which shall not be unreasonably withheld. Notwithstanding DocuPet's use of subcontractors, the Organization's sole point of contact regarding the Services shall remain DocuPet.
- c. Facilities and Assets
 - i. Except as otherwise specified, or as otherwise mutually agreed, all of the Services shall be provided from DocuPet facilities. DocuPet shall be responsible for providing all office space and associated utilities, office furniture and supplies, and workstation equipment and software, as required to perform such Services. In the event that DocuPet is required to

visit an Organization's facility, the Organization shall provide a safe workspace that has computer access and internet connectivity and access to such Organization personnel as DocuPet reasonably requires to accomplish the work to be performed at the Organization's facilities.

d. DocuPet Methodologies, Tools and Training

- i. DocuPet hereby reserves to itself all rights to use such languages, tools, methodologies and practices as it determines in its sole discretion to make, have made, use, copy, display, operate, maintain, develop, support, modify, enhance and prepare derivative works relating to the DocuPet Owned Work and any other existing or future systems, software or technology owned, or operated by or on behalf of DocuPet. For certainty, DocuPet may add features, upgrades and content to the Website, Software or other DocuPet Owned Work, consistent with the terms and intent of this Agreement and without the consent of the Organization.

3. ORGANIZATION RESPONSIBILITIES

a. Organization Engagement Officer

- i. The Organization will assign an officer who will serve as the Organization's primary point of contact with DocuPet for all matters pertaining to the launch of the Services (the "**Organization Engagement Officer**"). The Organization Engagement Officer will be responsible and authorized to make decisions as required.
- ii. The Organization Engagement Officer will be responsible for ensuring that all Organization staff or authorized contractors are fully trained regarding the use of the DocuPet Website after the launch of the Services.
- iii. The Organization Engagement Officer will be responsible for ensuring that all Organization staff or authorized contractors attend all scheduled meetings and provide all necessary information and materials to ensure the Services can be launched on schedule.

b. DocuPet Policies

- i. The Organization agrees to abide by all reasonable use, security and other policies in respect of the Services, including policies that apply to the access of the Website and the Software as established and amended by DocuPet from time to time. The Organization shall also train and require its employees, contractors and volunteers to abide by such policies and oversee compliance.

c. Data Provision

- i. The Organization shall provide no less than three years' of Pet

Registration data at least six weeks prior to the launch of the Services in a formatted manner acceptable to DocuPet.

- ii. The Organization shall also provide complete GIS address data, including latitude and longitude information, for the geographic region that it serves. This data must be provided at least six weeks prior to the launch of the Services.
- iii. The Organization will be required to review data once added to the Software prior to the launch of the Services for accuracy and completeness prior to the launch of the Services.
- iv. The Organization shall provide any Pet Registration data created or altered in the weeks leading up to the launch of the Services in a formatted manner acceptable to DocuPet that is exclusive to these records only within 10 days after the launch of the Services.
- v. Any Pet Registration data provided by the Organization at any time that is determined to be inaccurate by DocuPet must be rectified by the Organization at its own cost within 10 days of notice by DocuPet.

4. FINANCIAL MATTERS

a. Pet Registration Fees and Standard Fees

- i. DocuPet shall be entitled to receive from the Organization the standard fees set out in Table 1.2 in Schedule C (the “**Standard Fees**”).

b. Collection and Allocation of Fees

- i. Fees under this Agreement shall be collected as follows:
 - 1. The Organization and other Organization contractors may collect Pet Licence Fees through “offline” transactions; and
 - 2. DocuPet may collect the Pet Licence Fees through the Website.
- ii. Pet Licence Fees shall be allocated between the Parties as follows:
 - 1. DocuPet shall pay the Organization all Fees collected through the Website, less all Standard Fees payable to DocuPet, which will be paid to the Organization by DocuPet coinciding with the issuing of the monthly invoice contemplated by Section 4(d).
 - 2. The Organization shall pay DocuPet any Standard Fees associated with the Organization’s or any Organization contractor’s sale of

Pet Registrations.

- iii. Except as contemplated in this Section 4(b), the Organization shall not be entitled to any payments of any kind from DocuPet.

c. Invoicing and Payment of Fees

- i. Within 15 days of the end of each calendar month, DocuPet shall render in arrears a single invoice for the aggregate amount of the Standard Fees (and all applicable taxes on the foregoing) deducted from the Pet Licence Fees collected by DocuPet through the Website during the month just ended. Each such invoice shall include:
 1. All Pet Licence Fees collected by DocuPet for the month;
 2. The aggregate number of Pet Registrations applied for through the Website for the month;
 3. The aggregate amount of the Standard Fees (and taxes), retained by DocuPet for the month; and
 4. The aggregate amount paid to the Organization as a result of the sale of Pet Registrations on the Website during the applicable month.
- ii. Within 10 days of receipt of the invoice set out in 4(c), the Organization shall review the invoice and reply, via email, that the invoice is accurate and valid. In the event that the invoice requires revision the Organization will communicate this, via email, to DocuPet. If DocuPet is in agreement with the suggested revisions a revised invoice will be issued for review and approval by the Organization
- iii. Statements for Standard Fees and all applicable taxes shall be paid at the time of issuance of the invoice provided for in Section 4(c) out of the Pet Licence Fees collected by DocuPet. In the event that the revenues collected by DocuPet through the Website are insufficient to cover the amounts payable to DocuPet by the Organization in any given month, the outstanding amount set out in the invoice shall be payable no later than 30 days following the date of the applicable invoice.

d. Accountability

- i. DocuPet shall maintain complete and accurate records of the Services provided and supporting documentation for the amounts billed to and payments made by the Organization in connection with this Agreement. DocuPet agrees to provide the Organization with documentation and other information with respect to each invoice as may be reasonably requested by the Organization to verify accuracy and compliance with the provisions

of this Agreement.

- ii. All records relating to the provision of the Services pursuant to this Agreement shall be retained for a minimum of 24 months or in accordance with legislative requirements, whichever is longer. These records shall be made available to the Organization upon reasonable request.

5. TERM

- a. The term of this Agreement will commence on the Effective Date and, unless terminated earlier in accordance with this Agreement, shall continue for an initial period of five (5) years (the "Term"). Thereafter, the Term will automatically renew for successive one (1) year periods (each a "Renewal Period"), but not to exceed ten (10) years in the aggregate, subject to the Organization's and DocuPet's right to terminate at the end of the initial Term or any Renewal Period by providing the other party with not less than 90 days prior written notice.

6. INTELLECTUAL PROPERTY

a. Organization IP

- i. Nothing herein transfers to DocuPet any right, title, or interest of Organization in or to any Organization Data or Confidential Information. DocuPet agrees that as between DocuPet and Organization, all right, title and interest in Organization Data and other Confidential Information of Organization including Intellectual Property Rights therein will remain with the Organization.

b. DocuPet IP

- i. As between DocuPet and Organization, DocuPet or its licensors own and reserve all right, title and interest in and to the DocuPet Owned Work, DocuPet Marks, the Services and all hardware, Software and other items used to provide the Services, other than such rights to use those as may be explicitly granted to Organization in this Agreement. No title to or ownership of any DocuPet Owned Work or proprietary rights related to the Services is transferred to Organization pursuant to this Agreement or any transaction contemplated by this Agreement. All rights not explicitly granted to the Organization are reserved by DocuPet.

c. Use of Marks

- i. During the Term, DocuPet shall be entitled to include the Organization's name and logo on (a) the Website; and (b) DocuPet's promotional materials; provided that DocuPet shall comply with all reasonable written usage policies communicated by the Organization to DocuPet from time to time, including the use of proper notices and legends.

7. CONFIDENTIALITY

a. Duties of Confidentiality

- i. Each Party agrees to maintain the confidentiality of the other Party's Confidential Information and to use such Confidential Information only as expressly authorized under this Agreement. For the purposes of this Section 7(a), the Party providing Confidential Information shall be referred to as the "**Disclosing Party**" and the Party receiving Confidential Information shall be referred to as the "**Recipient**".
- ii. Without limiting the generality of the foregoing and subject to the provisions of applicable Laws, the Recipient shall, both during the Term and at any time thereafter, (a) not disclose any of the Disclosing Party's Confidential Information to any person other than for the express purposes set out in this Agreement, without the Disclosing Party's prior written consent, (b) not disclose the Disclosing Party's Confidential Information to any person other than its affiliates and its and their consultants, professional advisors, independent contractors, outsourcers and other service providers for the purpose of providing them, or any of them, services or who have a need to know, (c) not reproduce all or any part of the Disclosing Party's Confidential Information or make any derivative work based upon or derived from the Disclosing Party's Confidential Information without the prior written consent of the Disclosing Party, (d) comply with all of the Disclosing Party's policies, standards, requirements and specifications that are provided to the Recipient in writing in relation to the use and storage of Confidential Information disclosed to the Recipient; (e) not remove, alter, cover or obfuscate any proprietary notice, including any Intellectual Property Right legend on any of the Disclosing Party's Confidential information.

b. Excluded Information

- i. The obligations of confidentiality of the Recipient in Section 7(a) shall not extend to information that the Recipient can establish by written evidence, (a) is or becomes publicly known through no wrongful act of the Recipient; (b) is properly made available to the Recipient without confidential or proprietary restriction from a source other than the Disclosing Party; (c) the Recipient can show was rightfully in its possession without obligation of confidentiality; (d) the Information was approved by the Disclosing Party for disclosure in a written document signed by a senior officer of the Disclosing Party; (e) is required to be disclosed by Law, provided that Recipient will take all available reasonable means not to disclose any Confidential Information of the Disclosing Party without its consent or prior disclosure to the Disclosing Party, unless preclude by Law from doing so, and will only disclose the minimum amount of Confidential Information compelled by law; or (f) is independently developed.

c. Privacy

- i. In addition to DocuPet's confidentiality obligations under Section 7(a), DocuPet will collect, use, store, disclose and dispose of and otherwise handle personal information collected or accessible to DocuPet in accordance with all applicable privacy Laws and ensure that personal information is not handled other than as permitted hereunder or as otherwise agreed to by the Parties in writing.
- ii. Notwithstanding the foregoing, DocuPet shall be entitled to disclose or use Registration Information to the extent that the individual who provided the Registration Information has consented to such use and disclosure in accordance with all applicable Laws.

d. Acknowledgement

- i. The Recipient acknowledges and agrees that any violation of the provisions of this Section 7 may cause irreparable damage or injury to the Disclosing Party, the exact amount of which may be impossible to ascertain, and that, for such reason, the Disclosing Party shall be entitled to obtain interim, interlocutory, and final injunctive relief restraining Recipient from breaching, and requiring Recipient to comply with, its obligations under this Section 7. Recipient hereby acknowledges the importance to Disclosing Party of the strict compliance with the provisions of this Section 7 and acknowledges that the Disclosing Party's interest in the strict enforcement thereof will outweigh the balance of convenience or harm which Recipient may suffer as a result of the strict enforcement of this section.

e. Reporting

- i. Each Party will promptly report to the other Party any actual or suspected violation of the terms of this Section 7 and will take all reasonable further steps requested by the other Party to prevent, control or remedy any such violation.

8. REPRESENTATIONS, WARRANTIES AND LIMITATION OF LIABILITY

a. Warranties

- i. DocuPet represents and warrants that:
 - 1. it is competent to perform the Services;
 - 2. it has the necessary qualifications, including knowledge, skill and experience to perform the Services, together with the ability to use those qualifications effectively for that purpose;
 - 3. the Software used in connection with the performance of the Services, does not infringe any Intellectual Property Right of any third-party, or contain confidential or proprietary material

misappropriated by DocuPet from any third-party. The foregoing warranty will not apply to the extent infringement is caused by (a) modifications of the Software or the Website by a party other than DocuPet or its subcontractors, agents or representatives, (b) the combination of the Software with software or other items or products not provided or recommended by DocuPet, or (c) designs, specifications or instructions provided by or at the direction of the Organization (as opposed to the manner in which such designs, specifications or instructions are implemented by DocuPet).

- ii. The Organization represents and warrants to DocuPet that this Agreement is binding and enforceable in accordance with its terms under the Laws of the jurisdiction in which the Organization is located.

b. **Warranty Disclaimer**

- i. OTHER THAN AS PROVIDED IN THIS AGREEMENT, THERE ARE NO EXPRESS WARRANTIES AND THERE ARE NO IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

c. **Limitation of Liability**

- i. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF THE OTHER PARTY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED UPON CONTRACT, TORT, BREACH OF WARRANTY OR ANY OTHER LEGAL OR EQUITABLE GROUNDS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- ii. DOCUPET TOTAL LIABILITY TO THE ORGANIZATION IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR IN TORT, SHALL BE LIMITED TO THE TOTAL FEES PAID TO DOCUPET UNDER THIS AGREEMENT. THE LIMITATIONS SET FORTH IN THIS SECTION 8(c) SHALL NOT APPLY WITH RESPECT TO: (A) DAMAGES OCCASIONED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY, (B) DAMAGES OCCASIONED BY THE IMPROPER OR WRONGFUL TERMINATION OF THIS AGREEMENT; or (C) DAMAGES OCCASIONED BY A PARTY'S BREACH OF SECTION 6 OR SECTION 7.

9. **TERMINATION**

- a. Either party may terminate this agreement at any time with ninety (90) days written notification to the other party.
- b. Should either party be in breach of its covenants or undertakings under this Agreement, which remains un-rectified for a period of 30 days following written notification of such breach (or if such breach cannot be remedied within 30 days,

the party in breach has not diligently commenced steps to remedy the breach within 30 days), the party not in breach may, at its option and without prejudice to any other rights or remedies it might have, immediately terminate this Agreement.

- c. Organization Data and Registration Information, including all copies thereof, shall be returned to the Organization within thirty (30) days following the termination of this Agreement. The Organization Data will be made available to the Organization for download in a commonly accessible file format such as comma separated value format (.csv). DocuPet shall also eliminate all Organization Data and Registration Information otherwise retained in the system maintained for the Organization under this Agreement in a manner satisfactory to the Organization.

10. FORCE MAJEURE

- a. Neither Party shall be liable for any default or delay in the performance of its obligations under this Agreement:
 - i. if and to the extent such default or delay is caused by fire, flood, earthquake, elements of nature or acts of God, riots, terrorism, civil disorders, rebellions or revolutions in any country, or any other cause beyond the reasonable control of such Party; and
 - ii. provided the non-performing Party is without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and cannot be circumvented by the non-performing Party through the use of commercially reasonable alternate sources, work-around plans or other means.
- b. The affected Party will promptly notify the other Party of the circumstances causing its delay or failure to perform and of its plans and efforts to implement a work-around solution. For as long as such circumstances prevail, the Party whose performance is delayed or hindered will continue to use all commercially reasonable efforts to recommence performance without delay.

11. INSURANCE AND INDEMNITIES

- a. Insurance
 - i. DocuPet shall at its own expense obtain and maintain during the Term the following insurance:
 - 1. Commercial general liability insurance on an occurrence basis for an amount of not less than Two Million Dollars (\$2,000,000) with respect to DocuPet's operations, acts and omissions relating to its obligations under this Agreement.
 - ii. The Organization shall be named as an additional insured in the commercial general liability policy. A copy of the certificate of insurance will be provided to the Organization.

- iii. DocuPet shall be entirely responsible for the cost of any deductible that is maintained in any insurance policy.
- iv. DocuPet shall not commence work under this Agreement until such time as it has obtained insurance in accordance with Section 11(a)(i). Upon the request of the Organization, DocuPet shall provide the Organization with evidence of the policies DocuPet is required to maintain under 11(a)(i).
- v. If DocuPet fails to maintain insurance as required by this Agreement, the Organization shall have the right to provide and maintain such insurance and give evidence to DocuPet. DocuPet shall pay the cost thereof to the Organization on demand.

b. Indemnity By DocuPet

- i. DocuPet will indemnify, defend and hold harmless the Organization its officers, directors, employees, agents, representatives, successors, and assigns, from any and all Losses arising from any of the following:
 - 1. Any third-party claim resulting from the wrongful or negligent acts or omissions of DocuPet, its representatives, contractors or agents; and
 - 2. Any breach of any representation, warranty or covenant of DocuPet set out in this Agreement; and
 - 3. To the degree to which any losses or allegations relate to actions or omissions of DocuPet which are proven in a court having jurisdiction over such matters.

c. Indemnity By the Organization

- i. The Organization will indemnify, defend and hold harmless DocuPet, its officers, directors, employees, agents, representatives, successors, and assigns, from any and all Losses arising from any of the following:
 - 1. Any third-party claim resulting from the wrongful or negligent acts or omissions of the Organization, its representatives, contractors or agents; and
 - 2. Any breach of any representation, warranty or covenant of the Organization set out in this Agreement; and
 - 3. To the degree to which any losses or allegations relate to actions or omissions of the Organization which are proven in a court having jurisdiction over such matters.

12. DISPUTE RESOLUTION

- a. Any dispute between the Parties arising out of or relating to this Agreement, including with respect to the interpretation of any provision of this Agreement and with respect to the performance by DocuPet or the Organization, shall be resolved as provided in this Section 12. Prior to the initiation of formal dispute resolution procedures, the Parties shall first attempt to resolve their dispute informally, as follows:
 - i. Upon the written request of a Party, each Party shall appoint a designated representative whose task it will be to meet for the purpose of endeavoring to resolve such dispute. The designated representatives shall meet as often as the Parties reasonably deem necessary in order to gather and furnish to the other all information with respect to the matter in issue which the Parties believe to be appropriate and germane in connection with its resolution. The representatives shall discuss the problem and attempt to resolve the dispute without the necessity of any formal proceeding. During the course of discussion, all reasonable requests made by one Party to another for non-privileged information, reasonably related to this Agreement, shall be honoured in order that each of the Parties may be fully advised of the other's position. The specific format for the discussions shall be left to the discretion of the designated representatives.
- b. Formal proceedings for the resolution of a dispute may not be commenced until the earlier of:
 - i. the designated representatives concluding in good faith that amicable resolution through continued negotiation of the matter does not appear likely; or
 - ii. thirty (30) days after the initial written request to appoint a designated representative pursuant to Section 12(a) above (this period shall be deemed to run notwithstanding any claim that the process described in this Section 12 was not followed or completed).
- c. This Section 12 shall not be construed to prevent a Party from instituting, and a Party is authorized to institute, formal proceedings earlier to (a) avoid the expiration of any applicable limitations period, (b) preserve a superior position with respect to other creditors, or (c) obtain a temporary restraining order or other injunctive relief.
- d. Each Party agrees to continue performing its obligations under this Agreement while any dispute is being resolved unless and until such obligations are terminated by the termination or expiration of this Agreement.

13. GENERAL

- a. Governing Law

- i. The Agreement and performance under it will be governed by and construed in accordance with the Laws of the jurisdiction in which the Organization is located.
- b. Relationship of the Parties
 - i. DocuPet is performing the Services as an independent contractor. DocuPet has the sole right and obligation to supervise, manage, direct, and perform all work to be performed by its personnel under this Agreement. Persons who perform the Services are employees of DocuPet (or its subcontractors) and DocuPet will be solely responsible for payment of compensation to such persons and for any injury to them in the course of their employment. DocuPet will assume full responsibility for payment of all taxes, withholdings and contributions required in respect of its employees.
- c. No Waiver of Default
 - i. No waiver will be effective unless in writing signed by an authorized representative of the Party against which enforcement of the waiver is sought. Neither the failure of either Party to exercise any right of termination, nor the waiver of any default will constitute a waiver of the rights granted in this Agreement with respect to any subsequent or other default.
- d. Remedies Cumulative
 - i. All remedies specified in this Agreement will be cumulative and in addition to any other remedies available under this Agreement or at Law or in equity.
- e. Assignment
 - i. DocuPet may not assign, transfer or otherwise convey or delegate any of its rights or duties under this Agreement to any other Party without the prior written consent of the Organization, such consent not to be unreasonably withheld. This Agreement shall be binding upon the respective successors and permitted assigns of the Parties.
- f. Notices
 - i. All notices, requests and demands, other than routine communications under this Agreement, will be in writing and will be deemed to have been duly given when delivered, or when transmitted by fax or email (with a copy provided by another means specified in this Section 13(f)), or one (1) business day after being given to an overnight courier with a reliable system for tracking delivery, or five (5) business days after the day of mailing, when mailed by mail, registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:
 - 1. In the case of DocuPet, to:

DocuPet Inc.
2 Gore Street
Kingston, Ontario, K7L 2L1
Attention: Chief Executive Officer
Email: grant.goodwin@docupet.com

2. In the case of the Organization, to the address set out on page 2 of this Agreement.

- ii. Either Party may from time to time change the individual(s) to receive notices under this Section 13(f) and its address for notification purposes by giving the other prior written notice of the new individual(s) and address and the date upon which the change will become effective.

g. Interpretation

- i. Unless the context otherwise requires, words importing the singular include the plural and vice versa, and words importing gender include all genders. References to articles and sections shall be references to articles and sections of this Agreement, unless otherwise specifically stated.
- ii. The section headings in this Agreement are intended to be for reference purposes only and shall in no way be construed to modify or restrict any of the terms or provisions of this Agreement.

h. Counterparts

- i. The Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which will together constitute one and the same agreement.

i. Severability

- i. If any provision of this Agreement is held invalid by a court with jurisdiction over the Parties to this Agreement, such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable Law, and the remainder of this Agreement will remain in full force and effect.

j. Survival

- i. Any provision of this Agreement, which contemplates performance subsequent to any termination or expiration of this Agreement, will survive any termination or expiration of this Agreement and continue in full force and effect.

k. Entire Agreement; Amendments

- i. This Agreement (including any Schedules referred to herein and attached

hereto) contains the entire agreement of the Parties and supersedes all prior agreements and representations, whether written or oral, with respect to the subject matter of this Agreement. Modification or amendment of this Agreement, or any part of this Agreement, may be made only by a written instrument executed by authorized representatives of both Parties.

l. Compliance with Law

- i. Each party shall fully comply with all applicable Laws including those Laws regarding data protection, public corruption, non-discrimination in employment, occupational health and safety, accessibility, and environmental protection.

Schedule C

1. PET LICENCE FEES

Table 1.1 outlines the current Pet Licence Fee schedule for dogs within the Organization in the local currency of the Organization. Pet Licence Fees are set by the Organization and are subject to change at any time at the direction of the Organization. Pet Licence Fee changes require time for implementation, testing, and communications updates. As such, 45 days' notice is required for Pet Licence Fee changes.

Table 1.1 – Pet Licence Fee Schedule for the Organization

Registration Type	Duration	Cost
Dog Licence	1 Year	\$20
Replacement Tag	NA	\$10
Direct Donation	NA	Variable

2. STANDARD FEES

The Standard Fees set out in Table 1.2 are to be paid to DocuPet without the prior written approval of the Organization.

Table 1.2 – Listing of DocuPet's Standard Fees

ITEM	FEE PAYABLE BY THE ORGANIZATION (in \$CAD funds)
<p><u>Start-Up Fee</u> One time payment due at the launch of a program that covers the DocuPet labour involved in developing and implementing the solution for small and complex programs.</p>	\$0.00/ one time
<p><u>Monthly Fee</u> Monthly fee for provision of the Services.</p>	\$600.00/ month
<p><u>Online Credit Card Processing Fee</u> (applicable for all Pet Registrations sold via the Website)</p> <ul style="list-style-type: none"> - An Online Processing Fee can be charged to Pet Owners for payments made via the Website to offset this cost. 	2.9% of the Pet Licence Fees in each transaction plus \$0.30 for each transaction including at least one Pet Licence Fee.

<u>Variable or Optional Fees</u>	
<p><u>Software Customization Fee</u></p> <ul style="list-style-type: none"> ● Project based fee to be determined based on the requirements and estimated work effort. 	Variable project-based fee as defined
<p><u>Additional Mailed Licence Compliance Notification Fee</u></p> <ul style="list-style-type: none"> ● This may include mailings related to received records without licences, citation-related communications, canvassing visit follow-ups, and additional reminders to delinquent pet owners. 	\$1.50 per mailing

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

BY-LAW NUMBER 086-2024

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF A
MEMORANDUM OF UNDERSTANDING BETWEEN THE
CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
AND LYNES BLACKSMITH SHOP COMMITTEE FOR A LOAN**

WHEREAS The Corporation of the Township of Wellington North and the Lyne's Blacksmith Shop Committee wish to enter into a Memorandum of Understanding for a \$125,000.00 loan.

**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 Memorandum of Understanding with the Lyne's Blacksmith Shop Committee in substantially the same form as the agreement attached hereto as Schedule "A".
2. That the Mayor and the Clerk of the Corporation of the Township of Wellington North are hereby authorized and directed to execute the said agreement and all other documentation required on behalf of the Corporation.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 23RD DAY OF SEPTEMBER, 2024.**

ANDREW LENNOX, MAYOR

KARREN WALLACE CLERK

MEMORANDUM OF UNDERSTANDING BETWEEN

Lynes Blacksmith Shop Committee and the Township of Wellington North

THIS AGREEMENT, made and entered into this 23rd day of September 2024 by and between the Township of Wellington North (hereinafter referred to as WN), party of the first part and the Lynes Blacksmith Shop Committee, (hereinafter referred to as “Lynes Committee”) party of the second part shall expire on March 23, 2026.

WHEREAS WN is a contributor to Lynes Committee; and

WHEREAS WN has a fiduciary responsibility to its citizens to ensure prudent expenditure of funds; and

WHEREAS WN desires to enter into an M.O.U. with Lynes Committee to assist in supporting the “Raise the Roof” Campaign, ensuring the restoration of the roof that is sympathetic to the heritage of the building and functionality required through building code.

NOW THEREFORE, it is hereby agreed that the Township of Wellington North will provide the Lynes Committee with a \$125,000 loan, subject to the following terms:

- Interest will be charged at a rate of 0.00% percent
- The loan will be repaid from the Lynes Committee by March 23, 2026
- If the loan is not paid in full by March 23, 2026, interest will be charged at a rate based on the applicable Bank of Canada prime rate as of March 2026
- If the loan is not paid in full by March 23, 2026; Interest will be charged at a rate based on the applicable Bank of Canada prime rate as of March 2026

Chair; Lynes Committee	Name	Date

Mayor Andrew Lennox	Date

Clerk, Karren Wallace	Date



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

CULTURAL MOMENT FOR SEPTEMBER 23, 2024 CELEBRATING

THE WELLINGTON NORTH CULTURAL ROUNDTABLE

In 2014, under the leadership of April Marshall and Dale Small after the Municipal Cultural Plan was adopted in 2013, the Wellington North Cultural Roundtable was formed.

The first committee planned Doors Open, the Wellington North Farmers' Market and Cultural Mapping.

The Farmers' Market opened on May 20, 2014 at the Victory Community Centre and celebrated 10 successful seasons in 2024. It was originally on Friday afternoon but has since moved to Saturday mornings with improved signage, and an increase in vendors and patrons.

Doors Open is an annual province-wide themed activity which was very well attended as a one-day driving tour with a passport. In the following years, the Cultural Roundtable moved to promote Culture Days during September and early October.

From the original Municipal Cultural Plan came a recommendation to create a cultural map, as well as forming a Heritage and Architectural Preservation Committee. Council has approved our recommendation of naming future streets in both Arthur and Mount Forest to be culturally significant.

In 2017, the entire committee became involved in writing the Cultural Moments to be read at Council meetings, one per month. In 2024, the committee aims to present one Cultural Moment per meeting, which are now accompanied by a video. It has been a wonderful experience to research and put together these culturally significant facts and a bit of folklore.

The Mount Forest Cemetery project came to the committee to photograph and publish headstones in the cemetery to the Find a Grave website. About 3,500 pictures have been added to the website with sincere thanks from family members and researchers who have used them.

Celebration planning for the Township's 20th anniversary, as well as our committee meetings, were interrupted by COVID-19. We moved to Zoom meetings for 15 months when it was not feasible to plan any cultural events.

With the help of a summer student, the committee has been able to support and expand on several initiatives. One such initiative was a Mount Forest Cemetery walk, organized and researched by Morgan McCannell. The entry fee to participate was a donation to the local food bank, and the event was sold out.

The Poppy Project in Arthur was launched leading up to the 150th anniversary of the Village of Arthur. The community really came through, with over 1,800 poppies donated. They were attached to netting and have been displayed the past two years for Remembrance Day.

Support and sponsorship of our local cultural events and people have included the Lynes Blacksmith Shop, musicians who play at the Mount Forest Fireworks Festival, Arthur Fall Fair and Metz Pumpkinfest, Four Corners' Quilt Guild, a veteran's book published by the Arthur Historical Society, Northern Lights Keyboard Kamp, a barn quilt trail brochure and a Barn Quilt with the Cultural Roundtable logo at the Arthur and Area Community Centre. In 2024, the Cultural Roundtable supported the 25th Anniversary of Amalgamation events, including the Art Contest, of which the winning entries will be installed at one of three Township-owned buildings later this year.

The Cultural Roundtable is looking for new members to join the committee. If you want to learn more, or be a guest at the next Cultural Roundtable meeting, contact Mike Wilson at mwilson@wellington-north.com or call 519-848-3620 ext. 4236.

Submitted by Bonny McDougall, Wellington North Cultural Roundtable

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

BY-LAW NUMBER 087-2024

**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
SEPTEMBER 23, 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 September 23, 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 23RD DAY OF SEPTEMBER, 2024.

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK