

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
 AGENDA OF REGULAR COUNCIL MEETING – DECEMBER 16, 2024 AT 7:00 P.M.
 MUNICIPAL OFFICE COUNCIL CHAMBERS, KENILWORTH
 HYBRID MEETING - IN PERSON AND VIA WEB CONFERENCING**

HOW TO JOIN

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Please click this URL to join.

<https://us02web.zoom.us/j/85109175262?pwd=L8UNzhVQIQ1GCvF3c6nmoT5mbt3ral.1>

Or join by phone:

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

Webinar ID: 851 0917 5262

	PAGE #
CALLING TO ORDER	
ADOPTION OF THE AGENDA	
Recommendation: THAT the Agenda for the December 16, 2024 Regular Meeting of Council be accepted and passed.	
DISCLOSURE OF PECUNIARY INTEREST	
O'CANADA	
QUESTIONS ON AGENDA ITEMS (REGISTRATION REQUIRED)	
ADOPTION OF MINUTES OF COUNCIL AND PUBLIC MEETING	
1. Regular Meeting of Council, December 2, 2024 Recommendation: THAT the minutes of the Regular Meeting of Council held on December 2, 2024 be adopted as circulated.	001
BUSINESS ARISING FROM PREVIOUS MEETINGS OF COUNCIL	
ITEMS FOR CONSIDERATION	
1. MINUTES	
a. Safe Communities Wellington County Leadership Table, November 20, 2024 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 November 20, 2024.	011

<p>2. COMMUNITY & ECONOMIC DEVELOPMENT</p>	
<p>a. Report C&ED 2024-051, 2024 Mayor’s Charity Bonspiel</p> <p>Recommendation: THAT the Council of the Corporation of the Township of Wellington North receive Report C&ED 2024-051 being a report on the Mayor’s Charity Bonspiel; AND THAT Council supports staff continuing to organize and deliver the Mayor’s Charity Bonspiel.</p>	<p>017</p>
<p>b. Report C&ED 2024-052, Arthur Optimist Club</p> <p>Recommendation: THAT the Council of the Corporation of the Township of Wellington North receive Report C&ED 2024-052 being a report on the Arthur Optimist Club; AND THAT Council approve the request from the Arthur Optimist Club regarding the naming of the facility located at 244 Isabella St., E., Arthur to be known as the “Arthur Optimist Town Hall”; AND FURTHER THAT Council approve the transfer of surplus funds in the amount of \$11,876.13 to the Arthur Optimist Club from the Splash Pad fundraising efforts.</p>	<p>022</p>
<p>3. FINANCE</p>	
<p>a. Vendor Cheque Register Report, December 10, 2024</p> <p>Recommendation: THAT the Council of the Corporation of the Township of Wellington North receive the Vendor Cheque Register Report dated December 10, 2024.</p>	<p>034</p>
<p>4. INFRASTRUCTURE</p>	
<p>a. Report INF 2024-026, Site Alteration and Fill By-law</p> <p>Recommendation: THAT the Council of the Corporation of the Township of Wellington North receive Report INF 2024-026 being a report on Site Alteration and Fill By-law; AND THAT Council adopt the Site Alteration and Fill By-law, attached to this agenda as By-law 111-2024; AND FURTHER THAT Council direct staff to amend the fees and charges by-law associated with Site Alteration By-law fees to include:</p> <ul style="list-style-type: none"> • Site Alteration and Fill Application Fee (Inspection and review not included) \$2,000 plus \$10,000 deposit • Site Alteration and Fill Application Fee (Major) (Inspection and review not included) \$5,000 plus \$20,000 deposit • Municipal Fee – Heavy Trucks Fill Movement \$2.00 per m3 • Renewal Fee \$500 	<p>038</p>

<ul style="list-style-type: none"> • Revision Fee deducted from application deposit fee, Engineer fees +\$150 Administrative fee • Consultant Engineer Fees (Administration and Inspections) deducted from Application Deposit Fee, Consultant fees +15% administrative fee • Conducting Site Alteration without obtaining a Permit, Double Permit Fee • Conducting Site Alterations without registration Fee \$500 • Failure to use approved designated haul route to and from the site Fee \$500 • Minimum 4 hour Township call-out time for grading gravel road surface Fee \$1,000 plus additional fees over 4 hours • Minimum 4 hour Township call-out time to attend a vehicle accidents scene as requested by OPP Fee \$3,000 plus additional fees over 4 hours • Failure to maintain a copy of the signed Permit on-site Fee \$250 • Failure to notify the Township of change in volume of material Fee \$500 • Failure to notify the Township of change in completion date Fee \$250 • Failure to notify the Township of change in material \$250 • Failure to submit load tickets monthly Fee \$500 • Tracking of mud, dirt, or debris on Municipal Roadway Fee \$500 • Refuse to allow the Township or Township Consultant Engineer enter and inspect the property Fee \$500 • Refuse to provide the Township or Township Consultant Engineer copies of reports, manifest or other documents upon request Fee \$500 <p>AND FURTHER THAT the Mayor and Clerk are authorized to sign the by-law.</p>	
<p>5. ADMINISTRATION</p>	
<p>a. Report CLK 028-2024 Snowmobile Trail Land Use Memorandum of Understanding</p> <p>Recommendation: THAT the Council of the Corporation of the Township of Wellington North receive Report CLK 028-2024 snowmobile trail land use Memorandum of Understanding (MOU);</p> <p>AND THAT the Mayor and Clerk be authorized to sign a by-law to enter into a Land Use MOU with the Mount Forest Drifters.</p>	<p>044</p>
<p>IDENTIFICATION OF ITEMS REQUIRING SEPARATE DISCUSSION</p>	
<p>ADOPTION OF ALL ITEMS NOT REQUIRING SEPARATE DISCUSSION</p>	
<p>Recommendation: THAT all items listed under Items For Consideration on the December 16 2024 Council agenda, with the exception of those items identified for separate discussion, be approved and the recommendations therein be adopted:</p>	
<p>CONSIDERATION OF ITEMS FOR SEPARATE DISCUSSION AND ADOPTION</p>	
<p>NOTICE OF MOTION</p>	

COMMUNITY GROUP MEETING PROGRAM REPORT	
<p>Councillor Renken (Ward 1):</p> <ul style="list-style-type: none"> Wellington North Cultural Roundtable Upper Grand Trailway Wellington Sub Committee Mount Forest Aquatic Ad Hoc Advisory Committee <p>Councillor Burke (Ward 2):</p> <ul style="list-style-type: none"> 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 <p>Councillor Hern (Ward 3):</p> <ul style="list-style-type: none"> Mount Forest & District Chamber of Commerce Arthur & District Chamber of Commerce Arthur Business Improvement Area Grand River Conservation Authority <p>Councillor McCabe (Ward 4):</p> <ul style="list-style-type: none"> 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 <p>Mayor Lennox:</p> <ul style="list-style-type: none"> Committee of Adjustment Wellington North Power Ex Officio on all committees 	
BY-LAWS	
a. By-law Number 091-2024 being a by-law to control the cemetery owned by The Corporation of the Township of Wellington North and repeal By-law 077-2014	047
b. By-law Number 096-2024 being a by-law to authorize the execution of a Memorandum of Understanding between the Corporation of the Township of Wellington North and Mount Forest Drifters for use of land for a snowmobile trail	068
c. By-law Number 107-2024 being a by-law to amend By-law Number 083-2024 being a by-law to establish fees and charges for various services provided by the municipality	071
d. By-law Number 108-2024 being a by-law to authorize the execution of an agreement between R. & R. Pet Paradise (Rick Rauwerda) and the	073

Corporation of the Township of Wellington North and to repeal By-law 030-2016	
e. By-law Number 109-2024 being a by-law to provide for an interim tax levy on all assessment within specific tax classes and to provide a penalty and interest rate for current taxes in default and tax arrears	078
f. By-law Number 110-2024 being a by-law to authorize temporary borrowing from time to time to meet current expenditures during the fiscal year ending December 31, 2025	081
g. By-law Number 111-2024 being a by-law to prohibit or regulate the alteration of property through movement of fill, placing or dumping of fill, soil stripping and/or alteration to the grade of lands within the Township of Wellington North	084
h. By-law Number 112-024 being a by-law to adopt a budget including estimates of all sums required during 2025 for operating and capital, for purposes of the municipality	109
Recommendation: THAT By-law Number 091-2024, 096-2024, 107-2024, 108-2024, 109-2024, 110-2024, 111-2024 and 112-2024 be read and passed.	
CULTURAL MOMENT	
<ul style="list-style-type: none"> Celebrating Harold "Toad" Reeves 	112
CONFIRMING BY-LAW	114
Recommendation: THAT By-law Number 113-2024 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 December 16, 2024 be read and passed.	
ADJOURNMENT	
Recommendation: THAT the Regular Council meeting of December 16, 2024 be adjourned at : p.m.	

MEETINGS, NOTICES, ANNOUNCEMENTS		
Municipal Office closes for holidays	Tuesday, December 24, 2024	12:00 p.m.
Municipal Office reopens	Thursday, January 2, 2025	8:30 a.m.
Council Meeting	Monday, January 13, 2025	2:00 p.m.
Mount Forest BIA, Mount Forest Sports Complex Meeting Room	Tuesday, January 14, 2025	8:00 a.m.
Mount Forest Chamber of Commerce, Chamber Office	Tuesday, January 14, 2025	4:30 p.m.
Arthur Chamber of Commerce, Arthur Chamber Office	Wednesday, January 15, 2025	4:30 p.m.
Arthur BIA, Virtual	Wednesday, January 22, 2025	7:30 p.m.

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
MINUTES OF REGULAR COUNCIL MEETING – DECEMBER 2, 2024 AT 2:00 P.M.
CLOSED SESSION PRIOR TO OPEN SESSION AT 1:30 P.M.
MUNICIPAL OFFICE COUNCIL CHAMBERS, KENILWORTH
HYBRID MEETING - IN PERSON AND VIA WEB CONFERENCING
[December 2, 2024, Township of Wellington North Council Meeting \(youtube.com\)](https://www.youtube.com/watch?v=...)**

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

Staff Present:

Chief Administrative Officer:	Brooke Lambert
Director of Legislative Services/Clerk:	Karren Wallace
Deputy Clerk:	Catherine Conrad
Executive Assistant to the CAO:	Tasha Grafos
Director of Finance:	Jeremiah Idialu
Deputy Treasurer:	Laura Rooney
Senior Financial Analyst:	Samial Tunio
Human Resources Manager:	Amy Tollefson
Chief Building Official:	Darren Jones
Senior Project Manager:	Tammy Stevenson
Manager Environment and Development Services:	Corey Schmidt
Compliance Analyst:	Sara McDougall
Manager Community & Economic Development:	Mandy Jones
Economic Development Officer:	Robyn Mulder
Community Development Coordinator:	Mike Wilson
Recreation Service Manager:	Tom Bowden
Manager of Development Planning:	Curtis Marshall
Asavari Jadhav-Admane:	Planner

CALLING TO ORDER

Mayor Lennox called the meeting to order.

ADOPTION OF THE AGENDA

RESOLUTION: 2024-407

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT the Agenda for the December 2, 2024 Regular Meeting of Council be accepted and passed.

CARRIED

DISCLOSURE OF PECUNIARY INTEREST

Councillor Burke disclosed an indirect pecuniary interest with the following:

ITEMS FOR CONSIDERATION

2. PLANNING

- b. Report DEV 2024-039 Notice of Decision Received for Consent Applications B52-24, B74-24, B75-24, B76-24, B77-24 & B87-24 for the following reason:

Her employer prepared appendices for the following Consent Applications

- B52-24 Community Living Guelph Wellington, Part Lots 14 & 15, w/s Fergus St., Plan Town of Mount Forest known as 125 & 135 Fergus St. S. in the town of Mount Forest (Severance);
- B87-24 Community Living Guelph Wellington, Part Lots 14 & 15, w/s Fergus St., Plan Town of Mount Forest known as 125 & 135 Fergus St. S. in the town of Mount Forest (Easement)

CLOSED MEETING SESSION

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

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

RESOLUTION: 2024-408

Moved: Councillor Renken

Seconded: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North go into a meeting at 1:32 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
- (c) a proposed or pending acquisition or disposition of land by the municipality or local board;

CARRIED

1. REPORTS

- CLK 2024-030 cemetery hours of operation
- EDO 2022-031 Municipal Land Sale Part Lot 13, Concession WOSR, divisions 1 & 2, Part 12, 61R8621 Highway 6, Riverstown, Ontario
- CAO 2024-016 Staffing Update – Part 2

2. REVIEW OF CLOSED SESSION MINUTES

- November 4, 2024

3. RISE AND REPORT FROM CLOSED MEETING SESSION

RESOLUTION: 2024-409

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 2:26 p.m.

CARRIED

RESOLUTION: 2024-410

Moved: Councillor Renken

Seconded: Councillor Hern

THAT the Council of the Corporation of the Township of Wellington North receive Report CLK 2024-030, cemetery hours of operation;

AND THAT Council approve the confidential direction to staff.

CARRIED

RESOLUTION: 2024-411

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North receive Report EDO 2022-031 Municipal Land Sale Part Lot 13, Concession WOSR, divisions 1 & 2, Part 12, 61R8621 Highway 6, Riverstown, Ontario;

AND THAT Council approve the confidential direction to staff.

CARRIED

RESOLUTION: 2024-412

Moved: Councillor Renken

Seconded: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North receive Report CAO 2024-016, Staffing Update – Part 2;

AND THAT Council approve the confidential direction to staff.

CARRIED

RESOLUTION: 2024-413

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North approve the Closed Meeting Minutes of the November 4, 2024 Council Meeting.

CARRIED

O'CANADA

PRESENTATIONS

1. 2025 Budget Overview Presentation

- Report TR 2024-009, 2025 Operating and Capital Budget

Jeremiah Idialu, Director of Finance/Treasurer presented the second iteration of the 2025 Budget Overview and reviewed the following:

- 2025 Budget Process
- 2025 Budget Guidelines
- 2025 Budget Impact Items
- Growth vs. Reassessment
- 2025 Operating Budget
 - Summary Analysis by Segment
 - Draft Budget Modeling – 2025 Tax Implication – Base Case

- 2025 Where Our Budget Dollars Go
- Reserves / Reserve Funds – Net Transfers (Preliminary)
- 2025 Capital Budget
 - Infrastructure Gap – 2024 Asset Management Plan
 - Draft Capital Program
- Projects for future consideration & Multi-Year Projects
- Enhance Cemetery Service Level – Expanded Hours
- Budget Options for Consideration
- Council Direction Required

RESOLUTION: 2024-414

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North receive Report TR2024-009 2025 operating and capital budget.

AND THAT Council provide direction regarding the tax levy increments for 2025.

CARRIED

Council directed that staff proceed with a revised option 4 to include enhanced cemetery hours and remove the capital cemetery items, with a 3.27% increase for the 2025 budget.

OPEN BUDGET PORTION OF MEETING

Mayor Lennox opened the floor to comments and inquiries regarding the budget. There were no comments or inquiries regarding the budget.

RECESS TO MOVE INTO MEETINGS UNDER THE PLANNING ACT

RESOLUTION: 2024-415

Moved: Councillor Renken

Seconded: Councillor Hern

THAT the Council of the Corporation of the Township of Wellington North recess the December 2, 2024 Regular Meeting of Council at 3:05 p.m. for the purpose of holding meetings under the Planning Act.

CARRIED

COMMITTEE OF ADJUSTMENT

- 5053745 Ontario Inc. (279 Fergus St. S.), A09/24
- Allen & Cherdee Whaley, A08/24

RESUME REGULAR MEETING OF COUNCIL

RESOLUTION: 2024-416

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North resume the December 2, 2024 Regular Meeting of Council at 3:22 p.m.

CARRIED

QUESTIONS ON AGENDA ITEMS (REGISTRATION REQUIRED)

No questions on agenda registered.

ADOPTION OF MINUTES OF COUNCIL AND PUBLIC MEETING

1. Regular Meeting of Council, November 18, 2024
2. Public Meeting, November 18, 2024

RESOLUTION: 2024-417

Moved: Councillor Renken

Seconded: Councillor Hern

THAT the minutes of the Regular Meeting of Council and the Public Meeting held on November 18, 2024 be adopted as circulated.

CARRIED

BUSINESS ARISING FROM PREVIOUS MEETINGS OF COUNCIL

No business arising from previous meetings of Council

IDENTIFICATION OF ITEMS REQUIRING SEPARATE DISCUSSION

2a, 2b, 3a, 3b, 5a, 6a, 7a

ADOPTION OF ALL ITEMS NOT REQUIRING SEPARATE DISCUSSION

RESOLUTION: 2024-418

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT all items listed under Items For Consideration on the December 2, 2024 Council agenda, with the exception of those items identified for separate discussion, be approved and the recommendations therein be adopted:

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Mount Forest Aquatics Ad-Hoc Advisory Committee meeting held on October 22, 2024.

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Safe Communities Wellington County Leadership Table meeting held on September 18, 2024.

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Wellington North Cultural Roundtable meeting held on November 14, 2024.

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Maitland Valley Conservation Authority Membership Meeting #8-2024 held on October 16, 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 November 22, 2024.

THAT the Council of the Corporation of the Township of Wellington North receive Report C&ED 2024-050 Community Improvement Plan;

AND THAT Council approve a Building Conversion and Improvement Grant in the amount of \$457.67 to property owners Albertino and Lucy Argiro, 207 George Street, Arthur for a permit fee issued for the replacement of burnt interior electrical to the commercial portion of the premises.

THAT the Council of the Corporation of the Township of Wellington North receive the Vendor Cheque Register Report dated November 22, 2024.

THAT the Council of the Corporation of the Township of Wellington North receive for information Report INF 2024-025 being a report on Fall Traffic Counts.

THAT the Council of the Corporation of the Township of Wellington North receive the Township of Wellington North Notice of Council Meeting to Consider the 2025 Budget, December 16, 2024.

THAT the Council of the Corporation of the Township of Wellington North receive correspondence, dated November 25, 2024, from Erik Downing General Manager/Secretary Treasurer, Saugeen Valley Conservation Authority regarding the 2025 SVCA Draft Budget.

CARRIED

CONSIDERATION OF ITEMS FOR SEPARATE DISCUSSION AND ADOPTION

RESOLUTION: 2024-419

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North receive for information Report DEV 2024-038 regarding the final approval of the 2763604 Ontario Inc. Amending Site Plan Control Agreement.

CARRIED

RESOLUTION: 2024-420

Moved: Councillor McCabe

Seconded: Councillor Renken

THAT the Council of the Corporation of the Township of Wellington North receive for information Report DEV 2024-039 regarding the Notice of Decision for the following Consent Applications, received from the County of Wellington Planning and Land Division Committee:

- B74-24, B75-24 & B76-24 Wilson Developments/5053745 Ontario Inc., Lots 9 & 10, Hart's Survey, known as 360 Wellington St. E. in the town of Mount Forest (Severances);
- B77-24 John Rooney, Part Park Lot 5, North Side of Smith St., Crown Survey known as 326-328 Smith St. in the village of Arthur (Severance); and

CARRIED

Councillor Burke left the meeting as she had declared a pecuniary interest.

RESOLUTION: 2024-421

Moved: Councillor McCabe

Seconded: Councillor Hern

THAT the Council of the Corporation of the Township of Wellington North receive for information Report DEV 2024-039 regarding the Notice of Decision for the following Consent Applications, received from the County of Wellington Planning and Land Division Committee:

- B52-24 Community Living Guelph Wellington, Part Lots 14 & 15, w/s Fergus St., Plan Town of Mount Forest known as 125 & 135 Fergus St. S. in the town of Mount Forest (Severance);
- B87-24 Community Living Guelph Wellington, Part Lots 14 & 15, w/s Fergus St., Plan Town of Mount Forest known as 125 & 135 Fergus St. S. in the town of Mount Forest (Easement)

CARRIED

Councillor Burke returned to the meeting.

RESOLUTION: 2024-422

Moved: Councillor Burke

Seconded: Councillor Renken

THAT the Council of the Corporation of the Township of Wellington North receive Report C&ED 2024-046 being a report on the 2025 Grants and Donations Community Development Program;

AND THAT Council, in recognition of the important role that not-for-profit organizations and community groups play in our municipality, approves the recommendation to advance \$36,665.49 in grants and fee waivers to the following organizations for 2025:

GROUP	RECOMMENDED
100 Women Who Care Rural Wellington	\$ 220.35
895 Fred Campbell VC Royal Canadian Air Cadets (Mount Forest Air Cadets) – Flight Simulator Program	\$ 500.00
895 Fred Campbell VC Royal Canadian Air Cadets (Mount Forest Air Cadets) – Pasta Dinner Fundraiser	\$ 788.74
Arthur Agricultural Society	\$ 500.00
Arthur and Area Historical Society	\$ 500.00
Arthur Chamber of Commerce	\$ 1,000.00
Arthur and District Horticulture Society	\$ 1,000.00
Arthur Lions Club	\$ 788.74
Arthur Minor Hockey	\$ 500.00
Arthur Optimist Club – Canada Day Celebrations	\$ 2,500.00
Arthur Optimist Club – Arthur Seniors Hall	\$ 500.00
Arthur OPTIMRS	\$ 500.00
Arthur SU Sports Camp	\$ 920.25
Auxiliary to the Louise Marshall Hospital – Spring Luncheon	\$ 579.84
Auxiliary to the Louise Marshall Hospital – November Bazaar	\$ 709.84
Big Brothers Big Sisters of North Wellington	\$ 1,000.00
Christmas Time in Arthur	\$ 826.60
Community Resource Centre of North and Centre Wellington	\$ 1,000.00
Friends of Bill Walker – “Git Yer Hillbilly On Ribfest”	\$ 444.09

Hospice Wellington	\$ 1,000.00
Little Black Dress Affair	\$ 890.58
Louise Marshall Hospital Foundation – Gala	\$ 2,500.00
Louise Marshall Hospital Foundation – Community Breakfast	\$ 460.20
VON – Falls Prevention Programming	\$ 569.52
VON – SMART Exercise Program	\$ 1,000.00
VON – Pole Walking Program	\$ 1,000.00
Mount Forest Christmas Bureau	\$ 1,000.00
Mount Forest Community Garden	\$ 1,000.00
Mount Forest Community Pantry	\$ 1,000.00
Mount Forest Curling Club	\$ 788.74
Mount Forest Family Health Team/Cancer Patient Services – Coffee and Caregivers Program	\$ 678.00
Mount Forest Family Health Team/Cancer Patient Services – Gentle Movement Program	\$ 1,000.00
Mount Forest Fireworks Festival	\$ 2,500.00
Mount Forest Horticultural Society	\$ 1,000.00
Mount Forest Leos Club	\$ 1,000.00
Mount Forest Lions Club – Valentine’s Dance	\$ 250.00
Mount Forest Lions Club – Spring Craft Show	\$ 1,000.00
Mount Forest Lions Club – Chicken Dinner Fundraiser	\$ 250.00
Mount Forest Lions Club – Christmas Craft Show	\$ 1,000.00
Mount Forest Lions Club – Santa Claus Parade	\$ 500.00
Mount Forest Seniors Group	\$ 500.00
York Soaring Association	\$ 1,000.00
TOTAL REQUESTS/GRANTS - Fee Waivers - \$16,665.49 - Donations - \$20,000.00	\$36,665.49

CARRIED

RESOLUTION: 2024-423

Moved: Councillor Renken

Seconded: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North receive for information Report C&ED 2024-047 on Communications Update.

AND THAT Council approve Communications Policy 011-2024.

AND FURTHER THAT Council rescind Communications Policy 034-2015 and Social Media Policy 023-2015.

CARRIED

RESOLUTION: 2024-424

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North receive Report INF 2024-024 being a report on Concession 4N Traffic Study for information.

AND THAT Council direct staff to include Concession 4N in the Spring and Fall 2025 traffic count.

CARRIED

RESOLUTION: 2024-425

Moved: Councillor Renken

Seconded: Councillor Hern

THAT the Council of the Corporation of the Township of Wellington North receive for information Report ENV 2024-003 for information on the Township's Drinking Water Quality Management System (DWQMS) – 2024 Management Review Meeting Minutes.

CARRIED

RESOLUTION: 2024-426

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North receive for information Report CLK 2024-029 cemetery signage and repair update.

CARRIED

NOTICE OF MOTION

No notice of motion tabled.

COMMUNITY GROUP MEETING PROGRAM REPORT

Councillor Burke (Ward 2):

- Shout out to the vendors at Arthur Christmas Vendors Market and the Community Bake Sale held in Arthur on Saturday, November 30th.

Councillor Hern (Ward 3):

- Arthur Chamber of Commerce held First Aid and CPR training for its members on Saturday, November 30th.

Councillor McCabe (Ward 4):

- The Arthur Santa Claus Parade, held on Saturday, November 30th was well attended.
- The election for County Warden will be December 6th. Congratulations to Mayor Lennox on a job well done during the past two years.

Mayor Lennox:

- WNP Board Meeting on Tuesday, November 26th. The Board is looking forward to discussing municipal goals and expectations for service with Council in the new year.

BY-LAWS

- a. By-law Number 101-2024 being a by-law to amend By-law 135-2022 being a by-law to appoint members to the Mount Forest Business Improvement Area Board of Directors

- b. By-law Number 102-2024 being a by-law to regulate and provide for the keeping, control and licensing of dogs within the Township of Wellington North and repeal By-law 004-2017
- c. By-law Number 103-2024 being a by-law to amend By-law Number 083-2024 being a by-law to establish fees and charges for various services provided by the municipality
- d. By-law Number 104-2024 being a by-law to amend By-law 046-17 being a by-law to provide for the operation and licensing of kennels in the Township of Wellington North
- e. By-law Number 105-2024 being a by-law to authorize the sale of real property Pt Lt 13 Con WOSR Division 1 & 2 Arthur Twp, Pt 12, 61R8621; Wellington North; T/W DN22899; RO666049, RO723376; RO724277 and repeal By-law 013-023

RESOLUTION: 2024-427

Moved: Councillor Renken

Seconded: Councillor Hern

THAT By-law Number 101-2024, 102-2024, 103-2024, 104-2024 and 105-2024 be read and passed.

CARRIED

CULTURAL MOMENT

- Celebrating Community Resilience Following 1985 Tornado

CONFIRMING BY-LAW

RESOLUTION: 2024-428

Moved: Councillor Renken

Seconded: Councillor Burke

THAT By-law Number 106-2024 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 December 2, 2024 be read and passed.

CARRIED

ADJOURNMENT

RESOLUTION: 2024-429

Moved: Councillor McCabe

Seconded: Councillor Renken

THAT the Regular Council meeting of December 2, 2024 be adjourned at 3:45 p.m.

CARRIED

MAYOR

CLERK

Safe Communities Wellington County Leadership Table Meeting

Wellington County Museum & Archives

9:30 a.m., November 20, 2024

In Attendance

Angelle Eybel, Co-Chair SCWC & Chair, Minto Safe Communities
Earl Campbell, Wellington County Council
Gianni Accetola, Wellington Healthcare Alliance
Alexandra Fournier, Wellington Dufferin Guelph Public Health
Stephen Thomas, Wellington County OPP
Wendy Bieman, Guelph Wellington Paramedic Services
Jean Hopkins, Guelph Wellington Drug Strategy
Tasha Grafos, Township of Wellington North
Sooriya Jayandan, Township of Guelph/Eramosa
Will Wycherley, Compass Community Services
Helen Edwards, Township of Mapleton/ Seniors Centre for Excellence
Zach Prince, Wellington County Trails & Transportation
Pasquale Costanzo, Wellington County Roads
Blaine Burman, Wellington County Social Services
Kimber Jolley, Wellington County Social Services
Cathy Sweeney, Wellington County Emergency Management
Lisa MacDonald, Centre Wellington Township
Jacob Mackinlay, WDG Public Health
Barb Evoy, Fergus Educational Services
Christine Veit, Safe Communities Wellington County

Regrets: Kate Kobbes, Luisa Artuso, Karen Armstrong, Darren Hale, Sara Bowers-Peter, Marlene Ottens, Cindy McMann, Ariel Oleynikov

1. **Call to Order** – Angelle Eybel called the meeting to order at 9:40 am.

Approval of Minutes – September 18, 2024 - It was Moved by Barb Evoy, Seconded by Wendy Bieman that the amended minutes of the meeting held September 18, 2024 be approved. **CARRIED**

2. **Presentation – FAST Program – WDG Public Health & GWDS (10 min plus Q&A)**
 - a. **Presentation is attached with contact information**
3. **New Business**
 1. **2025 Co-Chair Election – 1 Co-Chair Seat Available**
 - a. Barb Evoy nominated Angelle Eybel

- b. Earl Campbell called for more nominations. When it appeared there were no further nominations, Earl Campbell closed nominations and declared Angelle Eybel elected.

2. 2025 Budget

- a. Lisa
- b. Increasing the Municipal Safe Communities Initiatives from \$2500 to \$3750
- c. Increased Website expenses from \$1000 to \$2000
- d. Increasing Priority Group funding from \$8000 to 10,000
- e. Increased Miscellaneous from \$500 to \$1000
- f. Increased funding for the Program Coordinator Position to \$25,000
- g. Increasing the Safe Communities Budget from \$30,000 to 45,000
- h. Look into increasing funding for promotional items.
- i. **Lisa MacDonald made a motion to accept the 2025 budget with the additional increase for further funding of the Program Coordinator position – Seconded by Barb Evoy - CARRIED**

3. Action Groups 2025 & Action Plans

- a. Action Groups are required to submit their action plans to the program coordinator by December 19, 2024.
- b. Each action group will present their action plans to the Leadership Table on January 15, 2025 (LT Meeting) and will be voted on whether those actions are adopted for 2025
- c. Some action groups are having difficulties with capacity. The Executive is discussing strategies to help the action groups to ensure Safe Communities has the greatest impact on injury prevention.

4. Events and Campaigns at-a-glance 2024 (Place in your Calendar)

- a. **Festive Ride Campaign – November/December 2024**
 - I. **Launch of Festive Ride Campaign Today – Wellington County OPP partnering with Guelph Police to launch Festive Ride.**
 - II. **630 ride programs to date in 2024**

4. Continuing Business

- a. Canadian Youth Road Safety Week

- i. Ran from October 20 to October 26
 - ii. Visited 5 schools; Centre Wellington, Wellington Heights, Norwell District, Erin District, and John F. Ross
 - iii. Spoke to students about impaired, distracted and aggressive driving during their lunch periods
 - iv. Students had the opportunity to use BAC Goggles to mimic the feeling of being slightly intoxicated (between .05 and .07 bac)
 - v. Students were empowered to come up with strategies to help prevent distracted, impaired and aggressive driving using sticky notes on foamcore.
 - vi. Students were also encouraged to “Snap for Change”; an initiative empowering youth to identify road safety issues in their community; taking a photo/video, creating a solution, emailing or writing a letter to a community influencer (mayor, principal, inspector, counsellor, etc), and submitting all of that information to Parachute Canada to hear about how our roads can be safer for everyone. Students will receive a \$100 gift card for their submission to the first 50 entries.
 - vii. If you would like further information about SNAP for Change click on the following link: <https://safewellington.ca/news-and-events/> and scroll to Empowering Youth for Safer Roads: A Follow-Up on Canadian Youth Road Safety Week
 - viii. Field Sobriety Test is used in impaired driving – the test is accurate enough to stand up in court; officers need to be trained as a drug recognition evaluator
- b. Falls Prevention Month
- i. Two Ask the Expert Panels on November 21 and 28; OT, Kinesiologist, Chronic Health Disease Nurse, Dietitian are all on the panel.
 - ii. Demonstrating Assistive Aid Kits; for example, sock aids and reachers
 - iii. Kelly Gee will be showing older adults how to get up after a fall.
 - iv. 1000 copies of Exercises by the Kitchen Sink were printed and have been delivered to Family Health Teams
 - v. Falls Prevention Kits are being put together to hand out
 - vi. Article in Wellington Advertiser.

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

- i. **Motor Vehicle Collision Action Group**
 1. **Going to be doing a Holiday Blast about impaired Driving on the Erin, The Grand and The River radio stations**
 2. **Action group has had a tough time with having such a small amount of volunteers trying to incorporate**

messaging across the County because of limited funding and limited capacity.

3. Stephen Thomas reported that Wellington County is down 37.5 % in fatal collisions from 2023, because of everyone working together; OPP, Wellington County, Education
 4. Tasha – Wellington North has available ad space on The River throughout the year. Safe Communities could use a few slots when they are available.
 5. Blaine is stepping down from the Leadership Table and Kimber Jolley will be replacing him on Leadership Table and on the Motor Vehicle Collision Action Group.
- ii. Centre Wellington
1. Held a great event at the Seniors Centre in partnership with Guelph Wellington Paramedic Services
 2. It would be great to have the Program Coordinator participate in more local events.
- iii. Compass Community Services
1. 988 is coming up to its first year anniversary
 2. People with brain injuries are one of the County's most vulnerable populations; they are struggling financially; some living in encampments; many challenges to navigate and even reach out to these individuals.
- iv. Wellington County Social Services
1. Market Bucks are doing very well – Market Bucks are a partnership program between the County of Wellington and various Local farmers' markets
 2. Market Bucks are issued as gifts to various residents from various community partners and are redeemable at any participating farmers' markets.
 3. For more information, visit the [Wellington County Website](#)
- v. Wellington County Roads
1. Lowering speeds in different areas according to guideline
 2. Seven Automatic Speed Enforcement Cameras are being installed mid January
 3. Elora Roundabout is in; Centre wellington roundabouts are going in between now and the spring.
- vi. Emergency Management
1. Participated in 27 PE events in 2024
 2. Held 72 hour kit workshops for Seniors

3. **Completed 8 full exercises throughout Wellington County – All very successful**
 4. **Wellington County saw 24 major events; flooding, winter weather, tornado/thunder**
 5. **Seniors Centre for Excellence is writing an article for the December Newsletter...”All I want for Christmas is a 72 hour Kit”**
- vii. **Minto Safe Communities Group**
1. **555 Presentation in partnership with Crime Stoppers happening next week in Palmerston**
- viii. **Township of Wellington North**
1. **Sanguen Training for staff – Sensitivity training, Naloxone, and harm reduction coming up.**
 2. **We need to recognize when we are unsafe vs uncomfortable**
- ix. **Guelph Eramosa Township**
1. **Introducing Naloxone Training at GET**
- x. **Wellington County OPP**
1. **Launch of the Festive Ride Campaign today down in Guelph**
- xi. **Falls Prevention Action Group**
1. **Updated under Falls Prevention Month**
- xii. **County of Wellington**
1. **Budget talks are happening now**
 2. **There will be a new warden for 2025**
 3. **Three councillors are interested Safe Communities Wellington County**

6. **Leadership Table Meeting Dates 2025**

- a. **January 15, 2025 @ 9:30 – Groves Memorial Hospital**
- b. **March 19, 2025 @ 9:30 – Public Health Building – Charles Allen Way**
- c. **May 21, 2025 @ 9:30 – Wellington County Museum & Archives – Aboyne Hall**
- d. **June 18, 2025 @ 9:30 – Wellington County Museum & Archives – Aboyne Hall**
- e. **September 17, 2025 @ 9:30 – Wellington County Museum & Archives – Aboyne Hall**
- f. **November 19, 2025 @ 9:30 – Location TBA**

7. Thoughts from the floor

8. Adjournment (11:33am)

The Next Leadership Table meeting is scheduled for Wednesday, January 15, 2025 at
9:30 a.m at **Groves Memorial Hospital**

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



TOWNSHIP OF WELLINGTON NORTH

TO: Mayor and Council

DATE: 2024-12-16

MEETING TYPE: Open

SUBMITTED BY: Mandy Jones, Manager Community & Economic Development

REPORT #: C&ED 2024-051

REPORT TITLE: 2024 Mayor's Charity Bonspiel

RECOMMENDED MOTION

THAT the Council of the Corporation of the Township of Wellington north receive Report C&ED 2024-051 being a report on the Mayor's Charity Bonspiel;

AND THAT Council supports staff continuing to organize and deliver the Mayor's Charity Bonspiel.

PREVIOUS REPORTS/BY-LAWS/RESOLUTIONS

RAC 2019-024 Mayor's Charity Bonspiel
 RPL 2020-003 Mayor's Charity Bonspiel
 C&ED 2024-019 25th Anniversary of Amalgamation Celebrations
 C&ED 2024-040 2024 Mayor's Charity Bonspiel

BACKGROUND

The first Mayor's Charity Bonspiel was hosted in February 2020 at the Arthur and Area Curling Club, raising \$4,500 for youth groups and organizations:

- Centre Wellington Foundation - Wellington North Youth Fund (\$2,000)
- Saugeen Student Start Up Program (\$900)
- Wellington North Youth Action Council (\$600)
- New Growth Family Centre (\$500)
- Get In Touch for Hutch (\$500)

The 2020 event saw 64 curlers participate in the bonspiel, and was supported by two breakfast sponsors, three lunch sponsors, four sheet sponsors and nine silent auction sponsors.

As part of the 25th anniversary of amalgamation celebrations in 2024, staff proposed revitalizing the Mayor's Charity Bonspiel. Following Council's approval on April 22, 2024, staff began planning for the event with a goal to raise \$5,000, with the proceeds once again being directed toward youth groups and organizations.

ANALYSIS

The 2024 Mayor's Charity Bonspiel presented by 88.7 The River was held on Thursday, November 21 at the Mount Forest Curling Club. The event saw an overwhelming response from sponsors, with all sponsorship opportunities being claimed:

- Presenting Sponsor: 88.7 The River
- Hosted by: Mount Forest Curling Club
- Lounge Sponsor: Walker Industries
- Lunch Sponsors: Coburn Insurance and BM Ross and Associates
- Breakfast/Coffee Sponsor: Teeswater Concrete
- Sheet Sponsors: Desjardins Insurance, Deryck West; Viking-Cives Inc.; BM Ross; and Coburn Insurance
- Prize Sponsor: MARCC Apparel
- Silent Auction Sponsors: Triton Engineering, MARCC Apparel, Town of Minto, Township of Wellington North, Mount Forest Foodland

A total of 48 curlers across two draws participated, with the Walker Industries team winning the Early Draw, and Coburn Insurance winning the Late Draw and overall spiel.

This year's event surpassed expectations, raising \$8,000 for local youth groups and organizations:

- Centre Wellington Foundation - Wellington North Youth Fund (\$2,500)
- Saugeen Student Start Up Program (\$1,500)
- Wellington North Youth Programs (\$500)
- Wellington 4-H Association (\$500)
- Lunch Programs at six elementary schools (\$500 each, for a total of \$3,000)

CONSULTATION

Mike Wilson, Community Development Coordinator
Mayor Andrew Lennox

FINANCIAL CONSIDERATIONS

The \$8,000 raised from the event will be distributed to community groups and organizations as per direction from the Mayor.

ATTACHMENTS

Attachment A – Media Release – Mayor's Charity Bonspiel

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: Hosting the Mayor's Charity Bonspiel will increase engagement with community partners, raise funds for local causes, and enhance a sense of community.

- N/A Core-Service

Approved by: Brooke Lambert, Chief Administrative Officer



Building a safe, sustainable, welcoming community.



FOR RELEASE

December 17, 2024

Mayor's Charity Bonspiel raises \$8,000 for local youth programs and organizations

WELLINGTON NORTH – The second annual Mayor's Charity Bonspiel, presented by 88.7 The River, was held on Thursday, November 21 at the Mount Forest Curling Club. The event brought together 48 enthusiastic curlers and raised an impressive \$8,000 for local community organizations.

Mayor Andy Lennox expressed heartfelt gratitude to all participants, sponsors, and volunteers who made the event possible.

"The community's support and generosity have been truly inspiring. This event not only brings us together for a day of fun and friendly competition but also makes a significant impact on the lives of many in our community," said Mayor Lennox.

The funds raised will be distributed to the following organizations, supporting a wide range of programs and initiatives:

- Centre Wellington Foundation - Wellington North Youth Fund: \$2,500
- Saugeen Student Start Up Program: \$1,500
- Wellington North Youth Programs: \$500
- Wellington 4-H Association: \$500
- Lunch Programs for six elementary schools: \$500 each, for a total of \$3,000

"As Mayor, I believe in supporting our local youth programs. These initiatives are vital in nurturing the talents and potential of our young people, providing them with opportunities to grow, learn, and thrive," said Mayor Lennox. "I am incredibly proud that the Mayor's Charity Bonspiel is contributing to these selected organizations, ensuring they have the resources needed to continue their invaluable work in our community."

The Mayor's Charity Bonspiel would like to thank the following sponsors for their support:

- Presenting Sponsor: 88.7 The River
- Hosted by: Mount Forest Curling Club
- Lounge Sponsor: Walker Industries

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519-848-3620



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- Lunch Sponsors: Coburn Insurance and BM Ross and Associates
- Breakfast/Coffee Sponsor: Teeswater Concrete
- Sheet Sponsors: Desjardins Insurance, Deryck West; Viking-Cives Inc.; BM Ross; and Coburn Insurance
- Prize Sponsor: MARCC Apparel
- Silent Auction Sponsors: Triton Engineering, MARCC Apparel, Town of Minto, Township of Wellington North, Mount Forest Foodland

-30-

Media Contact

Mike Wilson

Community Development Coordinator

Township of Wellington North

519-848-3620 ext. 4236

mwilson@wellington-north.com

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519-848-3620



TOWNSHIP OF WELLINGTON NORTH

TO: Mayor and Council

DATE: 2024-12-16

MEETING TYPE: Open

SUBMITTED BY: Mandy Jones, Manager Community & Economic Development

REPORT #: C&ED 2024-052

REPORT TITLE: Arthur Optimist Club

RECOMMENDED MOTION

THAT the Council of the Corporation of the Township of Wellington North receive Report C&ED 2024-052 being a report on the Arthur Optimist Club;

AND THAT Council approve the request from the Arthur Optimist Club regarding the naming of the facility located at 244 Isabella St., E., Arthur to be known as the “Arthur Optimist Town Hall”;

AND FURTHER THAT Council approve the transfer of surplus funds in the amount of \$11,876.13 to the Arthur Optimist Club from the Splash Pad fundraising efforts.

PREVIOUS REPORTS/BY-LAWS/RESOLUTIONS

C&ED 2024-024 244 Isabella Street Arthur, Lease

Arthur Seniors Deputation to Council March 6, 2023

EDO 2023-021 Economic Development Office Update CLOSED

RPL 2020-014 Arthur Senior’s Centre and Lease Agreement CLOSED

RPL 2021-026 Arthur Seniors CLOSED

BACKGROUND

Naming Request:

The Township of Wellington North entered into a lease agreement with the Arthur Optimist Club for a term of 15 years, beginning the 1st day of July, 2024 for the facility located at 244 Isabella St., E., Arthur. Within the agreement, a condition specified that if the Arthur Optimist

Club desired changing the name of the facility from Arthur Senior's Centre, they were required to submit a written request to council for approval. A copy of the lease agreement is included as Attachment A to this report.

Financial Surplus:

In 2017, the Township of Wellington North partnered with the Arthur Optimist Club to fundraise and install a Splash Pad located at 158 Domville St., Arthur. The project was completed with a surplus of \$11,876.13. It was determined that these surplus funds could be used to fund 2018 operating expenditures associated with the AV Splashpad, AV Pavilion rehabilitation, or other initiatives directed by the Arthur Optimist Club, and agreed to by Township of Wellington North Council. A copy of the Splash Pad Wrap-Up Report is included as Attachment B to this report.

ANALYSIS

Naming Request:

On November 28, 2024, a letter was submitted to CAO Brooke Lambert from Club President Tim Wright, formally requesting a change of name for the facility located at 244 Isabella St., E., Arthur. The request seeks to change the name from "Arthur Senior's Centre" to "Arthur Optimist Town Hall". A copy of the letter is included as Attachment C to this report.

Financial Surplus:

On November 4, 2024, CAO Brooke Lambert received an email correspondence from Club Treasurer, Nick Hansen requesting that the surplus funds from the splash pad project be returned to the Arthur Optimist Club. Staff have had various conversations with the Arthur Optimist Club regarding the surplus funds over the years, but no formal arrangement or agreement was made for use of these surplus funds.

Staff are recommending both these requests be approved.

CONSULTATION

Brooke Lamber, CAO

Jerry Idialu, Director of Finance / Treasurer

Karren Wallace, Director of Legislative Services

FINANCIAL CONSIDERATIONS

In 2017, the surplus from the Splash program was transferred into the Township's reserves for the indicated amount. If Council approves this request, it will result in a reduction of the reserve balances.

ATTACHMENTS

Attachment A Lease Agreement Arthur Optimist Club

Attachment B AV Splashpad Wrap-up Report

Attachment C Arthur Optimist – Name Change Request, dated November 28, 2024

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

THIS INDENTURE

made the 1st day of July 2024

In Pursuance of the Short Forms of Leases Act

BETWEEN

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

hereinafter called the "Lessor"
OF

THE FIRST PART

and

ARTHUR OPTIMIST CLUB

hereinafter called the "Lessee"
OF

THE SECOND PART

WITNESSETH that in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the said Lessee, to be paid, observed, and performed, the said Lessor has demised and leased and by these presents doth demise and lease unto the said Lessee,

Part of Lot 23, Survey Crown formerly the Village of Arthur now the Township of Wellington North being known as 244 Isabella Street, Arthur

TERM

TO HAVE AND TO HOLD the said premises for and during the term of fifteen (15) years to be computed from the 1st day of July 2024 and from thenceforth ensuing and to be fully completed and ended on the 30th day of June 2039. THAT the Lessee to have first rights to lease renewal, and the Lessor to discuss contract renewal with Lessee within six (6) months of contract end.

RENT

YIELDING AND PAYING to the "LESSOR", yearly and every year during the said term the sum of ONE DOLLAR (\$1.00) per annum to be paid July 1 each year.

UTILITIES

THAT the Lessee hereby covenants to pay for all charges for electrical energy, water and sewer rates and utilities used in the premises.

MAINTENANCE

THAT the Lessee shall be responsible for general cleaning and maintenance of the premises including:

- Interior maintenance including but not limited to cleaning, painting, replacing light bulbs, etc.;
- Operational maintenance including but not limited to cleaning supplies, towels, toilet paper, tissues, etc.;
- Garbage, recycling, organics, etc.;
- Snow removal on the grounds
- Grass cutting and landscaping as required.

Repair and/or replace refrigerators, stoves, microwaves, defibrillator, fire extinguishers, etc. as required.

THAT the Lessor shall be responsible for snow removal of the driveway and snow storage in parking lot.

CAPITAL EXPENDITURES

THAT the Lessee shall be responsible for capital expenditures including but not limited to:

- Roof
- Foundation
- Heating/cooling
- Façade
- Windows
- Plumbing
- Water heater

FIXTURES

THAT the Lessee shall not remove fixtures, goods, or personal property of any kind from the premises during the term hereby demised or at any time thereafter without the written consent of the Lessor, its successors, or

assigns, being first had and obtained.

THAT the Lessee will not erect or affix or remove or change the location or style of any partitions or fixtures, without the written consent of the Lessor being first had and obtained.

LESSEE'S COMPLIANCE WITH LAWS

THAT the Lessee will comply with all codes and regulations and any federal, provincial or municipal laws, regulations, by-laws and codes of any relevant authority which relate to the Lessee's use or occupation of the premises or to the making of any repairs, replacements, additions, changes, substitutions or improvements that relate to such use or occupation by the Lessee.

THAT the said premises will not, during the said term, be at any time used contrary to any law, regulation or by-law having jurisdiction.

LIQUOR POLICY

THAT the Lessee agrees to abide by the provisions of the Liquor License Act of Ontario including Special Occasion Permits, Licensing, etc. as needed.

INSURANCE

THAT the Lessee hereby covenants to be responsible for fire and theft insurance upon contents owned by the Lessee.

THAT the Lessee shall maintain liability insurance in the amount of five million dollars and shall name the Township of Wellington North as co-insured.

THAT the Lessee agrees to indemnify the Lessor and save it harmless from any claims made against the Lessor arising from personal injuries suffered by anyone at 244 Isabella Street, Arthur.

RIGHT OF WAY

If the premises are now or hereafter served by any easement or right-of-way, the Lessee, its servants, agents, employees, licensees, and invitees shall have full right of ingress and egress over such easement or right-of-way in common with all others entitled thereto.

NAME OF THE BUILDING

THAT the Lessee seek written approval of the Corporation of the Township of

Wellington North should they wish to change the name of the building from the Arthur Senior's Centre.

GRANT SUPPORT

THAT the Lessor provide guidance to the Lessee as it relates to applying for grants. While the Arthur Optimist Club is registered as a not-for-profit corporation, making them eligible to receive HST rebates and eligibility for provincial and federal grants as well as grants from a variety of other funding sources (Township of Wellington North, County of Wellington, Community Foundation, Farm Credit Canada, etc.), the Arthur Optimist Club would seek guidance from the Township with applying for grants.

TERMINATION

THAT the Lessee and/or Lessor shall have a right to cancel the lease by providing the other party with six (6) months' prior written notice at any time.

THAT the lease shall be terminated effective immediately should the Arthur Optimist Club cease to use the building.

NOTICES

Any notice required or contemplated by any provision of this lease shall be given in writing enclosed in a sealed envelope addressed in the case of notice:

to the Lessor:
The Corporation of the Township of Wellington North
P.O. Box 125, Kenilworth, ON NOG 2E0

Attention: Treasurer/Director of Finance
Phone No: (519) 848-3620

to the Lessee:
Arthur Optimist Club
PO Box 527 Arthur ON NOG 1A0

THAT the time of giving of notice by either registered or signature mail shall be conclusively deemed to be the third business day after the day of such mailing. Such notice, if personally delivered, shall be conclusively deemed to have been given and received at the time of such delivery.


SEVERABILITY

THAT the Lessor and the Lessee agree that all of the provisions of the lease

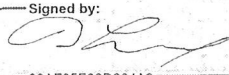
are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate paragraph hereof. Should any provision or provisions of the lease be illegal or not enforceable, it or they shall be considered separate and severable from this lease and its remaining provisions shall remain in force and be binding upon the parties hereto as though the said provision or provisions had never been included.

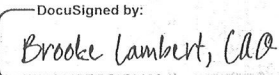
IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS LEASE

ARTHUR OPTMIST CLUB

Per:  Date June 13, 2024
Scott Densmore

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

Signed by:
Per:  Date 28-08-2024
00AF05F09D204A3...
Andrew Lennox (Mayor)

DocuSigned by:
Per:  Date 29-08-2024
00486DD8E9F2490...
Brooke Lambert (Chief Administrative Officer)



7490 Sideroad 7 W, PO Box 125,
Kenilworth, ON N0G 2E0

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1.866.848.3620 FAX 519.848.3228

**TO: RECREATION & CULTURE COMMITTEE
MEETING OF MAY 15, 2018**

FROM: ADAM MCNABB, DIRECTOR OF FINANCE & TREASURY

SUBJECT: AV SPLASHPAD WRAP-UP REPORT

Not Applicable

BACKGROUND

In 2017 the Township of Wellington North entered into an arrangement with the Arthur Optimist Club to install a Splash Pad facility on land owned and operated by the Township of Wellington North (on the existing Arthur & Area Community Centre grounds). The arrangement would see the Optimist Club raising the requisite funding for the installation, and The Township of Wellington North overseeing the installation, providing in-kind donations vis-à-vis absorption of Township labour costs and land, assuming ownership and future operating costs, and issuing tax receipts to donors.

FINANCIAL CONSIDERATIONS

A final accounting of this initiative is outlined below:

Optimists AV Splashpad P&L

Revenues (Donations)

Brent Barnes	50.00
Draft 80843659 Jun. 14'17	114,907.82
Cheque 2406 Sept. 13'17	17,588.45
Cheque 2411 Sept. 28'17	485.90
Cheque 2412 Sept. 28'17	12,976.76
ABC Rec. Deposit on Equip (Jan.31, 2017 - Cheque 77000802)	28,000.00
Wellington County Grant (Accessibility)	10,000.00
Total Revenues (Donations)	184,008.93

Expenses

Vendor Invoicing (Gross)	194,510.06
Rebatable HST (100%)	- 22,377.26
Net Expenses	172,132.80

Surplus / (Deficit) 11,876.13

Summary of Vendor invoicing is as follows for greater detail:

<u>Vendor</u>	<u>Gross Invoice</u>	<u>HST</u>	<u>Net</u>	<u>Amount Paid by TWN</u>	<u>Expense Recorded by TWN</u>
Foster Sewer	2,034.00	234.00	1,800.00	2,034.00	1,800.00
Triton / CMT Engineering	539.01	62.01	477.00	539.01	477.00
Broadline Rentals	89.27	10.27	79.00	89.27	79.00
Triton (Portion Applicable to Splashpad)	1,073.07	123.45	949.62	1,073.07	949.62
ABC Recreation	127,193.27	14,632.85	112,560.42	127,193.27	112,560.42 *
Triton (Portion Applicable to Splashpad)	780.28	89.77	690.51	780.28	690.51
Purolator	5.82	0.67	5.15	5.82	5.15
Wastemanagement	1,202.63	138.36	1,064.27	1,202.63	1,064.28
ABC Recreation	15,714.55	1,807.87	13,906.68	15,714.55	13,906.69
MARCC Apparel	220.35	25.35	195.00	220.35	195.00
BCS Construction	12,426.61	1,429.61	10,997.00	12,426.61	10,997.00
Alltreat Farms	11,300.00	1,300.00	10,000.00	11,300.00	10,000.00
ABC Recreation	15,267.84	1,756.47	13,511.37	15,267.84	13,511.36
ABC Recreation	- 2,291.08	- 263.58	- 2,027.50	- 2,291.08	- 2,027.50
Sign Needs	485.90	55.90	430.00	485.90	430.00
PlayPower	8,468.54	974.26	7,494.28	8,468.54	7,494.29
	194,510.06	22,377.26	172,132.80	194,510.06	172,132.82

* Invoice amount \$99,193.27 (Optimists paid deposit directly \$28K)

TWN had to make adjustment & assume expense to issue donation receipts

\$28K credit provision made to 'donations received'

As can be seen in the above, the project has been completed with a surplus of \$11,876.13, which could be used to fund 2018 operating expenditures associated with the AV Splashpad, AV Pavilion rehabilitation, or other initiatives directed by the Arthur Optimist Club, and agreed to by Township of Wellington North Council.

PREPARED BY:

RECOMMENDED BY:

Adam McNabb

Michael Givens, CMAA

ADAM MCNABB
DIRECTOR OF FINANCE & TREASURY

MICHAEL GIVENS
CHIEF ADMINISTRATIVE OFFICER

Tim Wright
244 Isabella St E
P.O Box 527
Arthur, ON | N0G1A0
Arthuroptimistclub@gmail.com
November 28, 2024

Brooke Lambert
Chief Administrative Officer
Township of Wellington North
7490 Sideroad 7W | P.O Box 125
Kenilworth, ON

Dear Brooke,

I hope this letter finds you well. I am writing to formally request a change of name for the "Seniors Hall" located in Arthur at 244 Isabella St E.

The current name has served the building well, but we believe a new name could better reflect our club and how we are working to preserve the building and improve the condition of it. A name change could enhance our identity and foster a greater sense of community among residents and visitors alike.

We are requesting the new name be "Arthur Optimist Town Hall". We believe this change will be positively received.

We would appreciate the opportunity to discuss this proposal further and explore the necessary steps to facilitate this change. Thank you for considering my request. I look forward to your response.

Sincerely,

Tim Wright
President
Arthur Optimist Club
519-803-3809

Email CC:

Andy Lennox, Mayor of Wellington North
Mandy Jones, Manager of Community and Economic Development

2024-12-10 **Township of Wellington North**
VENDOR CHEQUE REGISTER REPORT

Cheque Number	Vendor Cheque Name	Cheque Date	Amount
81163		2024-11-28	\$2,500.00
81164	Arthur Foodland	2024-11-28	\$307.51
81165	Bell Mobility	2024-11-28	\$1,388.99
81166	Cedar Creek Tools Ltd	2024-11-28	\$1,804.61
81167	Chalmers Fuels Inc	2024-11-28	\$848.50
81168		2024-11-28	\$650.00
81169	Exhaust Fabrication Services	2024-11-28	\$847.50
81170		2024-11-28	\$630.02
81171		2024-11-28	\$293.79
81172	Heffernan Auto Care Inc.	2024-11-28	\$1,516.11
81173	Horrigan Overhead Doors 2019	2024-11-28	\$158.20
81174	JB Mobile Undercoating	2024-11-28	\$5,368.63
81175	Jim's Auto Service	2024-11-28	\$1,127.21
81176	Kronos Canadian Systems Inc.	2024-11-28	\$1,355.46
81177		2024-11-28	\$1,900.00
81178		2024-11-28	\$1,900.00
81179	Mount Forest Foodland	2024-11-28	\$114.82
81180		2024-11-28	\$73.46
81181		2024-11-28	\$350.00
81182	Norsco Sports	2024-11-28	\$1,566.08
81183	Premier Equipment Ltd.	2024-11-28	\$1,069.46
81184	Ladies Auxiliary to Royal Cana	2024-11-28	\$1,760.00
81185	Royal Canadian Legion	2024-11-28	\$339.00
81186	S.A.M. Precision Cuts Inc.	2024-11-28	\$974.34
81187		2024-11-28	\$1,160.00
81188		2024-11-28	\$169.50
81189		2024-11-28	\$271.19
81190	Staples Professional	2024-11-28	\$1,248.46
81191	Sterre Cafe & Gifts	2024-11-28	\$1,663.78
81192	Twp of Wellington North	2024-11-28	\$141.25
81193	Uline	2024-11-28	\$9,321.70
81194		2024-11-28	\$8,670.40
81195		2024-11-28	\$113.75
81196	Wightman Telecom Ltd.	2024-11-28	\$2,130.69
EFT0007542	ABC Recreation Ltd.	2024-11-28	\$1,356.00
EFT0007543	A J Stone Company Ltd.	2024-11-28	\$1,166.14
EFT0007544	Arthur ACE Hardware	2024-11-28	\$1,101.06
EFT0007545	Arthur Home Hardware Building	2024-11-28	\$217.74
EFT0007546	Artic Clear 1993 Inc.	2024-11-28	\$144.50

Cheque Number	Vendor Cheque Name	Cheque Date	Amount
EFT0007547	BackSpace Consulting	2024-11-28	\$4,576.50
EFT0007548	B M Ross and Associates	2024-11-28	\$10,264.69
EFT0007549	Broadline Equipment Rental Ltd	2024-11-28	\$1,102.32
EFT0007550		2024-11-28	\$300.00
EFT0007551	Canada's Finest Coffee	2024-11-28	\$219.00
EFT0007552	CARQUEST Arthur Inc.	2024-11-28	\$860.32
EFT0007553	Chung & Vander Doelen Engineer	2024-11-28	\$3,939.18
EFT0007554	Coffey Plumbing, Div. of KTS P	2024-11-28	\$601.83
EFT0007555		2024-11-28	\$176.57
EFT0007556	Cordes Enterprise	2024-11-28	\$502.85
EFT0007557	Cover-Ups Carpet & Flooring	2024-11-28	\$585.36
EFT0007558	County of Wellington	2024-11-28	\$7,491.00
EFT0007559	Darroch Plumbing Ltd.	2024-11-28	\$364.15
EFT0007560	Decker's Tire Service	2024-11-28	\$1,992.19
EFT0007561	Dewar Services	2024-11-28	\$2,804.40
EFT0007562	Eric Cox Sanitation LTD.	2024-11-28	\$2,705.31
EFT0007563	Excel Business Systems	2024-11-28	\$481.38
EFT0007564	Horizon Data Services Ltd.	2024-11-28	\$6,441.00
EFT0007565	Ideal Supply Inc.	2024-11-28	\$345.94
EFT0007566	K Smart Associates Limited	2024-11-28	\$68,550.16
EFT0007567	Lange Bros.(Tavistock) Ltd	2024-11-28	\$3,178.13
EFT0007568	MacDonald's Home Appliances	2024-11-28	\$1,236.22
EFT0007569	Maple Lane Farm Service Inc.	2024-11-28	\$5,796.36
EFT0007570	Marcc Apparel Company	2024-11-28	\$1,116.16
EFT0007571	Martin Drainage	2024-11-28	\$333.37
EFT0007572	Metercor Inc.	2024-11-28	\$1,566.41
EFT0007573	Mount Forest Victory Church	2024-11-28	\$850.00
EFT0007574	Midwest Co-operative Services	2024-11-28	\$1,018.61
EFT0007575	Raynbow Signs	2024-11-28	\$84.75
EFT0007576	Resurfice Corporation	2024-11-28	\$559.35
EFT0007577	Risolv IT Solutions Ltd	2024-11-28	\$15,840.86
EFT0007578	ROBERTS FARM EQUIPMENT	2024-11-28	\$528.87
EFT0007579	SAAM CUSTOM MACHINE	2024-11-28	\$129.95
EFT0007580	SGS Canada Inc.	2024-11-28	\$2,178.70
EFT0007581	Suncor Energy Inc.	2024-11-28	\$8,655.27
EFT0007582	Tacoma Engineers	2024-11-28	\$827.48
EFT0007583	Teviotdale Truck Service & Rep	2024-11-28	\$895.70
EFT0007584	Triton Engineering Services	2024-11-28	\$59,339.98
EFT0007585	UnitedCloud Inc.	2024-11-28	\$589.71
EFT0007586	Wellington Advertiser	2024-11-28	\$2,898.26
EFT0007587	Wellington North Power	2024-11-28	\$76,386.52
EFT0007588	Young's Home Hardware Bldg Cen	2024-11-28	\$1,292.70
81222	Arthur Foodland	2024-12-05	\$266.55

Cheque Number	Vendor Cheque Name	Cheque Date	Amount
81223	Arthur Ladies Slow Pitch Leagu	2024-12-05	\$239.56
81224	Bluewater Chapter OBOA	2024-12-05	\$225.00
81225	Chalmers Fuels Inc	2024-12-05	\$141.62
81226	Cloudpermit Inc.	2024-12-05	\$31,619.66
81227	EC King Contracting	2024-12-05	\$1,042,771.88
81228	Emission Testing on the Spot	2024-12-05	\$406.80
81229		2024-12-05	\$1,900.00
81230		2024-12-05	\$150.00
81231	Heffernan Auto Care Inc.	2024-12-05	\$64.98
81232	J-Fab Mfg. Inc.	2024-12-05	\$678.00
81233	Jim's Auto Service	2024-12-05	\$480.48
81234	KLAAS SWAVING LTD.	2024-12-05	\$915.30
81235	Kurt Penwarden Tree Services	2024-12-05	\$15,537.50
81236	Marmo Waste Services	2024-12-05	\$198.32
81237	Mount Forest Foodland	2024-12-05	\$293.16
81238	Mt Forest & District Chamber o	2024-12-05	\$468.95
81239	Michelin North America (Canada	2024-12-05	\$23,219.74
81240		2024-12-05	\$186.45
81241	Ontario Culture Days	2024-12-05	\$850.00
81242	Premier Equipment Ltd.	2024-12-05	\$489.24
81243		2024-12-05	\$1,900.00
81244	Staples Professional	2024-12-05	\$760.08
81245	The Personal Empowerment Studi	2024-12-05	\$5,000.00
81246	Tom Shupe Plumbing & Heating	2024-12-05	\$113.00
EFT0007589	Arthur ACE Hardware	2024-12-05	\$1,876.21
EFT0007590	Arthur Home Hardware Building	2024-12-05	\$120.56
EFT0007591	Arthurs Fuel	2024-12-05	\$1,989.40
EFT0007592	Broadline Equipment Rental Ltd	2024-12-05	\$447.20
EFT0007593	CARQUEST Arthur Inc.	2024-12-05	\$33.54
EFT0007594	CMT Engineering Inc.	2024-12-05	\$836.49
EFT0007595	Coffey Plumbing, Div. of KTS P	2024-12-05	\$452.00
EFT0007596		2024-12-05	\$15.77
EFT0007597	Steve Cudney	2024-12-05	\$150.00
EFT0007598	Decker's Tire Service	2024-12-05	\$1,828.34
EFT0007599	Delta Elevator Co. Ltd.	2024-12-05	\$1,028.14
EFT0007600	Everything Asphalt	2024-12-05	\$2,939.47
EFT0007601	Ideal Supply Inc.	2024-12-05	\$200.71
EFT0007602	Innovative Surface Solutions	2024-12-05	\$3,982.85
EFT0007603	JPM Architecture Inc.	2024-12-05	\$16,075.36
EFT0007604	KORE Mechanical Inc.	2024-12-05	\$4,380.47
EFT0007605	Maple Lane Farm Service Inc.	2024-12-05	\$477.63
EFT0007606	Mount Forest Victory Church	2024-12-05	\$850.00
EFT0007607	Midwest Co-operative Services	2024-12-05	\$2,199.59

Cheque Number	Vendor Cheque Name	Cheque Date	Amount
EFT0007608	Ont Clean Water Agency	2024-12-05	\$119,172.72
EFT0007609	Roubos Farm Service Ltd.	2024-12-05	\$173,023.37
EFT0007610	Rural Routes Pest Control Inc.	2024-12-05	\$99.93
EFT0007611	Sanguen Health Centre	2024-12-05	\$700.00
EFT0007612	Saugeen Community Radio Inc.	2024-12-05	\$1,383.12
EFT0007613	Terryberry	2024-12-05	\$1,012.62
EFT0007614	Teviotdale Truck Service & Rep	2024-12-05	\$1,467.53
EFT0007615	Town of Hanover	2024-12-05	\$310.36
EFT0007616	Triton Engineering Services	2024-12-05	\$7,207.38
EFT0007617	Viking Cives Ltd	2024-12-05	\$1,580.52
EFT0007618	Wellington Advertiser	2024-12-05	\$1,335.62
EFT0007619	Wellington North Power	2024-12-05	\$12,873.68
EFT0007620		2024-12-05	\$249.73
EFT0007621	World Water Operator Training	2024-12-05	\$1,352.61
EFT0007622	Yake Electric Ltd	2024-12-05	\$792.14
EFT0007623	Young's Home Hardware Bldg Cen	2024-12-05	\$239.51
	Total Amount of Cheques:		\$1,848,888.20



TOWNSHIP OF WELLINGTON NORTH

TO: Mayor and Council

DATE: 2024-12-16

MEETING TYPE: Open

SUBMITTED BY: Tammy Stevenson, Senior Project Manager

REPORT #: INF 2024-026

REPORT TITLE: Site Alteration and Fill By-law

RECOMMENDED MOTION

THAT the Council of the Corporation of the Township of Wellington North receive Report INF 2024-026 being a report on Site Alteration and Fill By-law;

AND THAT Council adopt the Site Alteration and Fill By-law, attached to this agenda as By-law 111-2024;

AND FURTHER THAT Council direct staff to amend the fees and charges by-law associated with Site Alteration By-law fees to include:

- Site Alteration and Fill Application Fee (Inspection and review not included) \$2,000 plus \$10,000 deposit
- Site Alteration and Fill Application Fee (Major) (Inspection and review not included) \$5,000 plus \$20,000 deposit
- Municipal Fee – Heavy Trucks Fill Movement \$2.00 per m³
- Renewal Fee \$500
- Revision Fee deducted from application deposit fee, Engineer fees +\$150 Administrative fee
- Consultant Engineer Fees (Administration and Inspections) deducted from Application Deposit Fee, Consultant fees +15% administrative fee
- Conducting Site Alteration without obtaining a Permit, Double Permit Fee
- Conducting Site Alterations without registration Fee \$500
- Failure to use approved designated haul route to and from the site Fee \$500
- Minimum 4 hour Township call-out time for grading gravel road surface Fee \$1,000 plus additional fees over 4 hours
- Minimum 4 hour Township call-out time to attend a vehicle accidents scene as requested by OPP Fee \$3,000 plus additional fees over 4 hours

- Failure to maintain a copy of the signed Permit on-site Fee \$250
- Failure to notify the Township of change in volume of material Fee \$500
- Failure to notify the Township of change in completion date Fee \$250
- Failure to notify the Township of change in material \$250
- Failure to submit load tickets monthly Fee \$500
- Tracking of mud, dirt, or debris on Municipal Roadway Fee \$500
- Refuse to allow the Township or Township Consultant Engineer enter and inspect the property Fee \$500
- Refuse to provide the Township or Township Consultant Engineer copies of reports, manifest or other documents upon request Fee \$500

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

PREVIOUS REPORTS/BY-LAWS/RESOLUTIONS

None

BACKGROUND

The disposal or acceptance of fill from larger-scale construction site is a significant concern for municipalities in proximity to the Greater Toronto and Hamilton Area (GTHA).

In recent years smaller municipalities that surround the GTHA have experienced significant issues concerned with site alteration and fill movement as it relates to accepting excess soil from large-scale Toronto-based projects. This trend has also been seen in the Township of Wellington North - with an increase in site alteration and fill movement activities and local properties accepting excess fill from these large-scale GTHA projects.

The Township of Wellington North has the right to enact by-laws that establish rules for property owners within the Township as it relates to their ability to accept fill and alter their property.

ANALYSIS

A Site Alteration and Fill by-law provides a clear regulatory framework for the importation, exportation of fill and/or alteration of grading of land within the Township of Wellington North. The Site Alteration and Fill by-law will ensure that:

- Groundwater and surface water quality is maintained;
- Existing drainage patterns, water courses and water bodies are maintained and protected;
- Natural heritage features, landforms and archaeological resources are protected;
- Adverse Effects are minimized;
- The Township's zoning and other by-laws are respected;
- Impacts to the Township's roads, Highways and infrastructure are minimized;
- Disturbances and nuisance impacts to residents and businesses are minimized;

- Costs and liabilities are borne by owners and persons who undertake Site Alteration within the Township; and
- Prevent the use and importation of hazardous materials and improper fill.

The proposed Site Alteration and Fill By-law has been included in Attachment 1 to permit and regulate site alteration and fill projects and to regulate the hauling of fill within the Township of Wellington North. The by-law was drafted focused on protecting the municipal infrastructure (ie roadway, culverts and bridges), the protection of the natural environment, and focused on medium to large fill operations as defined below.

Medium Site Alteration and Fill By-law Permit Requirements:

The cumulative volume of fill over a two (2) year period:

- Exceeds 2,000 cubic meters (200 truckloads);
- Change in grade is 2.0 meters or less above or below existing grade;
- Does not alter more than 5 hectares in area of the subject lands; or
- Does not alter more than 25% of the total area of the subject lands.

Major Site Alteration and Fill By-law Permit Requirements:

The cumulative volume of fill over a two (2) year period:

- Exceeds 10,000 cubic meters (1000 truckloads);
- Change in grade is 3.0 meters or less above or below existing grade; or
- The proposed Site Alteration area is greater than 1 hectare in land size

The by-law includes requirements from existing legislation, regulations and guidelines including: Ontario Regulation 153/04 Record of Site Condition; Ontario Regulation 406/19 On-site and Excess Soil Management; The Drainage Act; and Highway Traffic Act.

Site Alteration Exemptions are found in Section 5.0 of the draft by-law highlighting the exclusion of: activities or matters undertaken by the Township, County, Conservation Authority, provincial or federal government; normal agricultural practices; licensed pit or quarry as per the Aggregate Resources Act; drain construction.

CONSULTATION

The township's solicitor completed a review of the draft Site Alteration and Fill by-law. In addition to the legal review, Township Departments (CAO, Transportation, Building, Clerk and Finance departments) that are directly or indirectly affected by the passing of the Site Alteration and Fill by-law were circulated for comments.

FINANCIAL CONSIDERATIONS

Adopting the Site Alteration By-law will give developers and home builders a clear understanding of the fees associated with these activities on their lands. Fees include staff time associated with review of the application, site inspections, monthly monitoring and communication with the property owner or applicant.

Recent fill operations within the township have seen an influx of heavy trucks causing excessive wear on municipal roads, culvert and bridges and shorten the overall life expectancy of the infrastructure. Establishing unit fees that is applied to the volume of material being imported will assist in providing protection to our municipal assets including penalties for non-compliance as proposed in the table below.

Currently, the township does not have sufficient staff complement to fully implement a by-law and will be consulting with our township engineers, Triton Engineering Services Limited, for assistance with the implementation and monitoring. The cost of these outside services have been set in the below table for cost recovery of those expenses.

Item Description	Fee	Unit	HST Status (T=Taxable) (E=Exempt)
Site Alteration and Fill Application Fee (Inspection and review not included)	\$2,000 Plus \$10,000 deposit	Each property	E
Site Alteration and Fill Application Fee (Major) (Inspection and review not included)	\$5,000 Plus \$20,000 deposit	Each property	E
Municipal Fee – Heavy Trucks Fill Movement	\$2.00	m ³	E
Renewal Fee	\$500	Each	E
Revision Fee *Deducted from Application Deposit Fee	Engineer Fees + \$150 Administrative fees		T
Consultant Engineer Fees (Administration and Inspections) *Deducted from Application Deposit Fee	Consultant fees + 15% administrative fee		T
Conducting Site Alteration without obtaining a Permit	Double permit fee	Each	E
Conducting Site Alterations without registration	\$500.00	Each	E
Failure to use approved designated haul route to and from the site	\$500.00	Each	E

Minimum 4 hour Township call-out time for grading gravel road surface	\$1,000 plus additional fees over 4 hours	Each	E
Minimum 4 hour Township call-out time to attend a vehicle accidents scene as requested by OPP	\$3,000 plus additional fees over 4 hours	Each	E
Failure to maintain a copy of the signed Permit on-site	\$250.00	Each	E
Failure to notify the Township of change in volume of material	\$500.00	Each	E
Failure to notify the Township of change in completion date	\$250.00	Each	E
Failure to notify the Township of change in material	\$250.00	Each	E
Failure to submit load tickets monthly	\$500.00	Each	E
Tracking of mud, dirt, or debris on Municipal Roadways	\$500.00	Each	E
Refuse to allow the Township or Township Consultant Engineer enter and inspect the property	\$500.00	Each	E
Refuse to provide the Township or Township Consultant Engineer copies of reports, manifest or other documents upon request	\$500.00	Each	E

Proposed fees that are collected will be placed into a Roads Reserve Account that will be used on infrastructure upgrades such as road base, road surface, culverts and bridges to support and rectify the damage caused by excess heavy trucks associated with the site alteration and fill activities.

Site Alteration Permit projected fees:

- Site Alteration Application Fee: \$2,000 + \$10,000 deposit
- Municipal Fee (Heavy Truck Fill Movement) = 2,000 X \$2.00 = \$4,000
- Total projected fees: **\$16,000**

Site Alteration (Major) Permit projected fees:

- Site Alteration Application Fee: \$5,000 + \$20,000 deposit
- Municipal Fee (Heavy Truck Fill Movement) = 10,000 X \$2.00 = \$20,000
- Total projected fees: **\$45,000**

ATTACHMENTS**STRATEGIC PLAN 2024**

- Shape and support sustainable growth
How: Provides clear understanding of requirements and cost to property owners, project stakeholders and the general public.

Respected Environment – Prioritize the stewardship of our lakes, rivers, and natural environment when making planning decisions pertaining to municipal growth and development.
- 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: 2024-12-16

MEETING TYPE: Open

SUBMITTED BY: Karren Wallace, Director Legislative Services/Clerk

REPORT #: CLK 028-2024

REPORT TITLE: Snowmobile Trail Land Use Memorandum of Understanding

RECOMMENDED MOTION

THAT the Council of the Corporation of the Township of Wellington North receive Report CLK 028-2024 snowmobile trail land use Memorandum of Understanding (MOU);

AND THAT the Mayor and Clerk be authorized to sign a by-law to enter into a Land Use MOU with the Mount Forest Drifters.

PREVIOUS REPORTS/BY-LAWS/RESOLUTIONS

N/A

BACKGROUND

In September 2024 the Mount Forest Drifters (the Club), a local snowmobile club approached the Township requesting we enter into a land use MOU. This would give permission for permitted snowmobile trail riders to cross over a portion of the municipality's property which provides connectivity to trails.

ANALYSIS

The Club is requesting the MOU to be over a ten year period, they will provide insurance up to \$10 million and will pay for all costs associated with the registration on title.

Given this corridor is currently being used by snowmobile riders, by entering into the MOU, the municipality will be covered by the Club's insurance which is preferable to our own.

It should also be noted that this is the only formal corridor for snowmobiling covered by the MOU. The Township will continue to work with OPP related to any instances of trespassing in other locations.

CONSULTATION

Senior Project Manager
Manager of Transportation Services
Director of Finance
Township Insurers

FINANCIAL CONSIDERATIONS

There are no financial considerations in receiving this report or entering into the MOU.

ATTACHMENTS

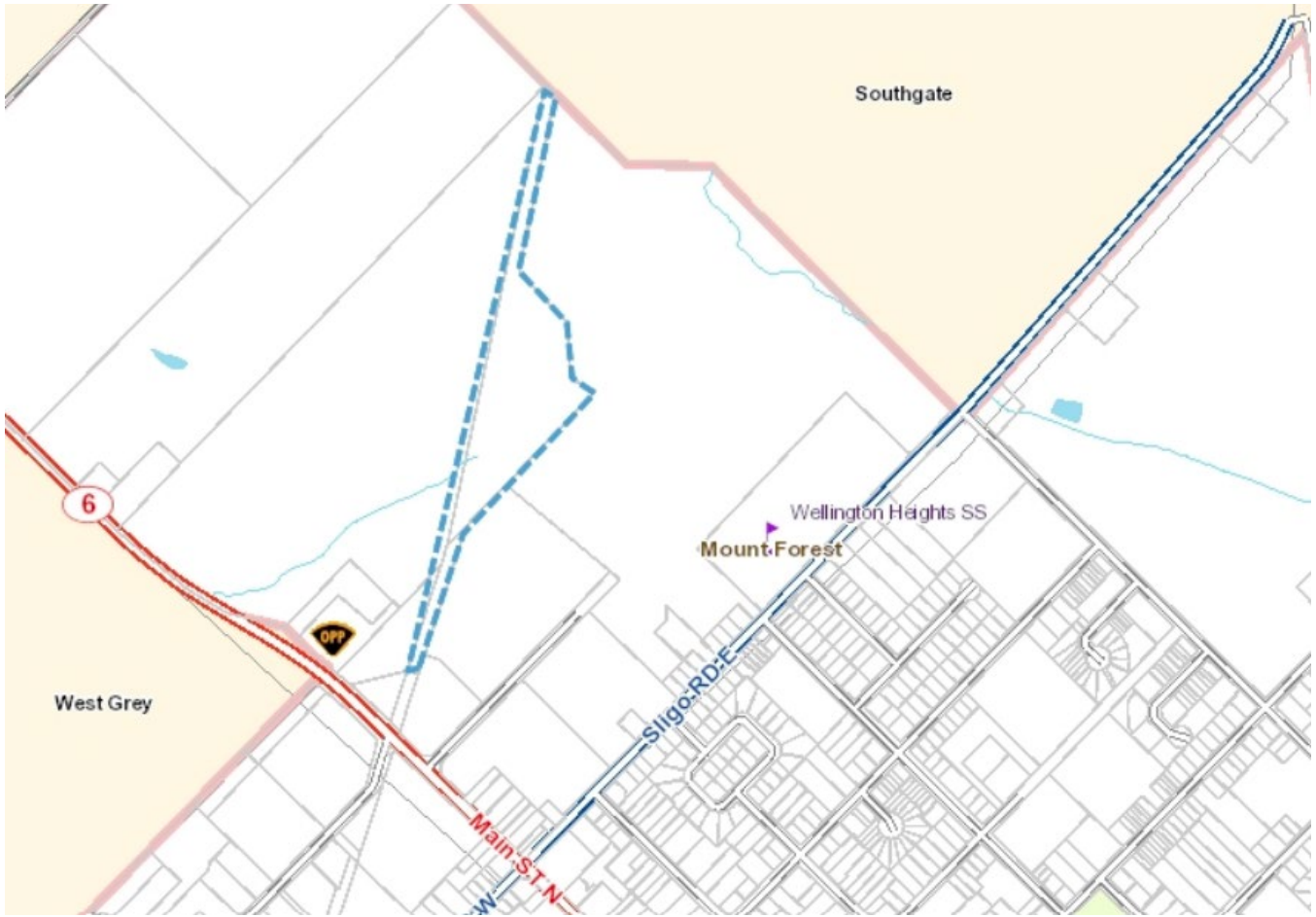
Schedule A Diagram of snowmobile corridor

STRATEGIC PLAN 2024

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

Approved by: Brooke Lambert, Chief Administrative Officer

SCHEDULE A



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

BY-LAW NUMBER 091-2024

**BEING A BY-LAW TO CONTROL THE CEMETERY
OWNED BY THE CORPORATION OF THE TOWNSHIP
OF WELLINGTON NORTH AND REPEAL BY-LAW 077-
2014**

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

1. The Cemeteries shall be managed and governed by the Rules and Regulations set out in Schedule "A" attached to this by-law.
2. Any previous versions of the cemetery by-law are hereby repealed.
3. This By-law shall take effect on approval of the Registrar.
4. And that By-law 077-2017 be repealed when this by-law becomes effective.

READ AND PASSED THIS 16TH DAY OF DECEMBER, 2024

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

SCHEDULE A

Township of Wellington North Cemetery By-Law

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1. DEFINITIONS

1.1 “Act” shall mean the *Funeral, Burial and Cremation Services Act, 2002* and its associated regulation and any successor acts.

1.2 “Base” shall mean that portion of a monument or marker which sits upon the foundation and is in turn capped by the upper main portion of the monument or marker. The base excludes the foundation beneath and the monument or

marker above;

- 1.3 “Burial”** shall mean the opening and closing of an inground lot for the interment of human or cremated human remains;
- 1.4 “Care and Maintenance Fund”** shall mean the trust fund established pursuant to the Act;
- 1.5 “Casket”** shall mean a container intended to hold a dead human body for funeral, cremation or interment purposes that is not a vault, burial container or grave liner;
- 1.6 “Chapel”** shall mean the building located in the cemetery grounds in which bodies are stored prior to burial.
- 1.7 “Clerk”** shall mean the Clerk for the Township of Wellington North or his / her designate;
- 1.8 “Columbarium”** shall mean a structure designed for the purpose of interring cremated human remains in niches or compartments;
- 1.9 “Contract”** shall mean a written contract between the municipality and the purchaser of interment or scattering rights or other cemetery supplies and services. Purchasers shall receive a copy of the signed contract detailing the obligations of both parties, and acknowledging receipt of the cemetery by-laws, a copy of the BAO’s publication A Guide to Death Care in Ontario (“Consumer Information Guide”) and the operator’s price list;
- 1.10 “Cremation”** shall mean a process that uses incineration to reduce a body to an ash or granular substance.
- 1.11 “Cremation Plot”** means a plot / lot
- 1.12 “Cremation Section”** means a location within the cemetery designated for the internment of cremated human remains and referred to as a cremation plot.
- 1.13 “Emergency”** shall mean a situation outside of normal cemetery operating circumstances as defined in this by-law that, at the discretion of the municipality, requires expedited attention;

- 1.14 “Fees and Charges”** shall mean the list of cemetery product and service prices set out in the Township of Wellington North’s Fees and Charges by – law as amended from time to time;
- 1.15 “Foundation”** shall mean a poured concrete foundation upon which a monument (specifically the base) is placed;
- 1.16 “Flat Marker”** shall mean any permanent granite, marble or bronze marker set flush with the surface of the ground or on a foundation not including corner markers.
- 1.17 “Grave”** shall mean a place for burial of human remains, typically a hole dug in the ground and marked by a stone or mound;
- 1.18 “Grave Liner”** shall mean a receptacle with a lid, constructed of a durable material, that may or may not have a bottom, into which a casket holding human remains or an urn holding cremated human remains, is placed to provide reinforcement of a plot / lot as part of an interment;
- 1.19 “Human remains”** shall mean a deceased body or the cremated remains of a human body;
- 1.20 “Inurnment”** shall mean the placement of cremated human remains in an urn and placement of such urn in a niche, grave, or other suitable location in the cemetery.
- 1.21 “Interment”** shall mean the burial of human remains, including the placement of human remains in a lot, plot, grave, or niche.
- 1.22 “Interment Rights”** shall mean the right to require or direct the interment of human remains in a lot or the disinterment of human remains from that lot and to authorize the installation of a monument or marker;
- 1.23 “Interment Rights Certificate”** shall mean the document issued by the municipality to the purchaser once the interment rights to a specific lot have been paid in full, identifying ownership and authority over those specific interment rights;
- 1.24 “Interment Rights Holder”** shall mean any person who holds the right to

inter human or disinter remains in a specified lot and to authorize the installation of a monument or marker;

- 1.25 “Lot”** shall mean: an area of land in a cemetery containing, or set aside to contain human remains and includes a niche or compartment in a columbarium.
- 1.26 “Marker”** shall mean any monument, memorial, cornerstone, footstone, flat marker affixed to or intended to be affixed to a burial lot, columbarium niche or other structure or place intended for the deposit of human remains excluding base and foundation;
- 1.27 “Monument”** shall mean any permanent marker projecting above ground level and is also known as a headstone;
- 1.28 “Municipality”** shall mean the Corporation of the Township of Wellington North.
- 1.29 “Niche”** shall mean a compartment in a columbarium for placement of an urn;
- 1.30 “Personal Representative”** shall mean a person who is authorized to act on behalf of the interment rights holder or their estate, including an Executor;
- 1.31 “Pillow Marker”** shall mean a low tilted marker with a base similar to a flat marker and not exceeding 1 ft. (30 cm) in overall height.
- 1.32 “Plot”** shall mean 2 or more lots that are sold as a unit;
- 1.33 “Pre – need supplies or services”** shall mean cemetery supplies or services that are not required to be provided until the death of the interment rights holder at the time the arrangements are made;
- 1.34 “Scattering Garden”** shall mean an area designated specifically for the scattering of ashes of human remains;
- 1.35 “Scattering Rights”** shall mean the right to scatter cremated human remains in a cemetery;
- 1.36 “Urn”** shall mean a container for the reduced and processed human remains

resulting from cremation;

1.37 “Vault” shall mean a secondary container that is protective, rigid, sometimes waterproof, and usually made of concrete, fiberglass, plastic or similar reinforced material, within which the primary casket, or urn containing human remains is placed prior to burial in the ground

2. APPLICATION

2.1 These by-laws are the rules that govern the operations of all cemeteries owned and operated by the Township of Wellington North. They are in compliance with the Funeral, Burial and Cremation Services Act, 2002 (FBCSA), Ontario Regulation 30/11 (O. Reg. 30/11) and Ontario Regulation 184/12 (O. Reg. 184/12), and have been approved by the Registrar, FBCSA, Bereavement Authority of Ontario (BAO). **Effective date: Month Day, 20xx**

2.2 The municipality reserves full control over the cemetery operations and management of land within the cemetery.

2.3 The Clerk shall be responsible for giving advice concerning the general management of the cemeteries pursuant to the provision of these rules and regulations and such further direction from council by resolution or By-law.

2.4 The Clerk shall be responsible for all sales of lots and cemetery services, for the maintenance of cemetery records and shall administer the Council approved budget.

2.5 The Clerk shall maintain records, including:

- 2.5.1** plans or surveys of the cemeteries;
- 2.5.2** the names of all the interment rights holders and their addresses;
- 2.5.3** copies of all contracts for the purchase of cemetery supplies and / or services
- 2.5.4** copies of all transfers of interment rights;
- 2.5.5** the date of, and location of, all interments within the cemeteries, and whether such interments are of cremated human remains;
- 2.5.6** Any other information required under the Act.

2.6 The Clerk shall maintain the public register, as required by Section 110 of Ontario Regulation 30-11, and shall make the registrar available for viewing at the Township office during regular business hours or by electronic means.

- 2.7** The Treasurer shall be responsible for the management and investment of care and maintenance funds in accordance with the provisions of the Act.
- 2.8** The municipality has the right at any time to re-survey, enlarge, diminish, re-plot, change or remove plantings, grade, close pathways, or roads, alter in shape, or size, or otherwise change all or any part of the cemetery, subject to approval of the appropriate authorities and consent from the Registrar, FBCSA, BAO (where necessary).
- 2.9** The municipality shall reserve the right to carry out any procedural or administrative duty related to the efficient operation of the cemetery.

3. CARE AND MAINTENANCE FUNDS

- 3.1** The FBCSA, O. Reg. 30/11 and O. Reg. 184/12 require that a prescribed amount or a percentage of the purchase price (excluding tax) of all interment and scattering rights sold, transferred or assigned; and prescribed amounts for monuments and markers, is contributed into the operator's care and maintenance trust fund. If no scattering rights are sold but scattering is permitted, a prescribed amount must be contributed to the fund when the scattering is conducted. Interest earned from this fund is used to provide care and maintenance of the cemetery, including markers and monuments, in perpetuity.

4. SALES OF INTERMENT RIGHTS

- 4.1** A purchaser acquires interment rights by purchasing
- 4.1.1** a lot
 - 4.1.2** plot
 - 4.1.3** niche
 - 4.1.4** space in the scattering garden
- 4.2** Any purchaser of interment, inurnment, or scattering rights shall enter into a cemetery contract providing all information required by the municipality for the completion of the contract and the public register.
- 4.3** Prior to the entering into the contract, the Clerk shall provide each purchaser with a copy of:
- 4.3.1** Cemetery By-law;
 - 4.3.2** Contract;

- 4.3.3 Interment rights certificate
 - 4.3.4 Map
 - 4.3.5 Price list
 - 4.3.6 Consumer Information Guide, Funeral, Burial, Cremation and Transfer Services; and
 - 4.3.7 Any other information as required under the Act.
- 4.4 A Certificate of Interment Rights shall not be issued until payment in full has been received.
- 4.5 At the time of need, should the Superintendent determine that a burial cannot be accommodated in a lot or plots owned by an interment rights holder, the municipality shall provide new lot or plot at no charge to provide for the burial together with an interment rights certificate.
- 4.6 Prior to providing new lot or plot and permitting the burial in Section 4.5, the Clerk shall cancel the original interment rights certificate and it shall become the property of the municipality. Where possible the interment rights holder should return the original interment rights certificate to the municipality.
- 4.7 All lots or plots and niches shall be sold in numerical order and there shall be no choice of location for an interment rights purchaser.
- 4.8 Notwithstanding clause 7.3, at the time of purchase, the names of all individuals who are to be interred in a lot or plot must be shown on the interment rights certificate.
- 4.9 When interment rights are held jointly by two or more persons, both rights holders shall jointly advise the municipality on any instructions, unless one rights holder is deceased at which time instructions will be accepted from surviving rights holder or their authorized representatives.
- 4.10 Whenever a document is required to be signed by an interment rights holder and that person has died, the holder's Personal Representative shall sign any required documentation. The Clerk may require evidence that a person signing documents required by this By-law is the Personal Representative of a deceased interment rights holder.

5. CANCELLATION OF A PURCHASE

- 5.1 The purchaser has the right to cancel an interment or scattering rights contract

within 30 days of signing the interment, inurnment, or scattering rights contract, by providing written notice of the cancellation to the Clerk. Within this 30 day cooling off period, should a cancellation be received, a the purchaser will receive a full refund of all monies paid.

- 5.2** After the 30 day cooling off period, only the interment rights holder(s) can cancel the contract by providing written notice to the clerk. After the 30 day cooling off period the refund will be the current value of the interment or scattering rights less the Care and Maintenance Fund contribution.
- 5.3** The Clerk, within 30 days upon receiving notice in Section 5.1 or 5.2, will cancel the contract. If the interment or scattering rights certificate was issued it must be returned back to the municipality as part of the cancellation and the rights holder(s) must endorse the interment or scattering rights certificate, transferring all rights, title and interest back to the municipality. The appropriate paperwork must be completed before the municipality will issue a refund.

6. RESALE OF LOT PLOTS NICHE OR SCATTERING RIGHTS

- 6.1** Reselling interment rights to a third party is prohibited.
- 6.2** The rights holder may resell a lot, plot, niche or scattering rights to the municipality at the price listed on the cemetery current price list, less the care and maintenance contribution made at the time of purchase.
- 6.3** There shall be no resale to the municipality if interment, inurnment, or scattering rights have been exercised;
- 6.4** If at the time of a resale to the municipality, a headstone has been erected, it shall be removed to the satisfaction of the municipality, at the expense of rights holder, prior to the completion of the resale to the municipality.

7. TRANSFER OF PLOTS / NICHES

- 7.1** In cases of transfer of interment rights by will or bequest, the municipality reserves the right to require the production of a notarized copy of the will or other evidence sufficient to prove ownership.
- 7.2** Upon satisfactory evidence of the transfer of interment rights, by will or bequest, the Clerk shall issue a new certificate right to the individual to whom the transfer was willed or by bequest.

7.3 When interment rights holders wish to have an individual not shown as a rights holder interred in the said plot, written authorization shall be provided by all interment rights holders or their Personal Representative or surviving beneficiaries of the Estate of the interment rights holder.

7.4 In the case of a transfer of interment/scattering rights, an administration fee applies for the municipality to issue a new rights certificate to the transferee, as applicable. The fee, which is set out on the cemetery price list and in the fees and charges by-law, is also charged for replacement of lost or damaged certificates.

8. STANDARD GRAVES

8.1 A standard grave shall be 1.07 m (42 in) by 3.7 m (144 in)

8.2 A standard casket burial and two cremated human remains shall be permitted to be interred in a standard single lot.

8.3 Up to four cremated human remains shall be permitted to be interred in a standard single lot.

8.4 No monument other than a headstone shall be installed on a single grave.

8.5 Not more than one upright monument shall be erected on any one lot and this must be placed at the centre of the head, at the end of a plot, except where alignment with existing nearby monuments justifies another location; approved by the Clerk.

8.6 Lettering shall be permitted on the front and back of the monument.

8.7 No monument or memorial shall be placed without the interment rights holder's or their representative's permission.

9. CREMATION LOT / PLOT

9.1 A cremation lot / plot shall be 1.07 m (42 in) x 1.2 m (48 in)

9.2 A cremation lot / plot shall be located in the cremation section as determined by the municipality.

9.3 Two urns with cremated human remains shall be permitted to be buried in a

cremation lot/plot.

9.4 Only flat markers may be installed on a cremation lot/plot.

9.5 The price of a cremation lot / plot shall include the cost of the base.

10. COLUMBARIUM

10.1 The niches in the columbarium's located in Amethyst section are 38.1 cm (15 in) deep x 29.85 cm (11.75 in) high x 29.85 cm (11.75 in) wide.

10.2 The niches in the columbarium located in Topaz section are 29.85 cm (11.75 in) deep x 30.48 cm (12 in) high x 30.48 cm (12 in) wide.

10.3 No more than two urns shall be permitted in a niche. It is the responsibility of the rights holder to ensure that the urns are sized to fit inside the niche.

10.4 Inscribing of niche fronts must be approved by the municipality or designate, to ensure quality control, desired uniformity and standard of workmanship.

10.5 No person shall add attachments or decoration to the niche front on the columbarium.

10.6 Notwithstanding Section 10.5, any etching or marking to honour a veteran is permitted on the niche front providing such marking is issued and approved by the Royal Canadian Legion and the marking does not interfere or change the standard font size on the niche front.

11. BURIALS / INURNMENTS

11.1 Lots or plots shall only be used for the interment / inurnment of human remains.

11.2 Human remains that are not cremated may only be interred in a lot or plot.

11.3 No human remains shall be interred or placed in a niche unless that individual is shown to be a rights holder, or on the written authorization as provided in Section 7.

11.4 Two standard casket burials shall be permitted in a single lot provided the grave was sold prior to January 1, 1998 and the first interment has taken place at a double depth.

- 11.5** Notwithstanding clause 11.4, double depth burials shall not be permitted.
- 11.6** The municipality reserves the right to determine if adverse weather or ground conditions shall prevent a burial in the cemetery on the date requested for a burial. See Section 12 for Chapel rules for more information.
- 11.7** A burial permit issued by the Registrar General or an equivalent document showing that the death has been registered with the province shall be provided to the Clerk prior to a burial, scattering or entombment taking place.
- 11.8** A Certificate of Cremation shall be submitted to the Clerk prior to the burial of cremated human remains or scattering of cremated human remains taking place.
- 11.9** The opening and closing of a lot, plot or niche, or the scattering of cremated human remains, shall be conducted by the municipality or authorized designate.
- 11.10** Notwithstanding Section 10.9, an individual other than a municipal employee may conduct the scattering of cremated human remains in the scattering garden, under the supervision of the municipality.
- 11.11** All communication regarding burials, openings, niche placements shall be in writing to the Clerk not less than 48 hours in advance of the event.
- 11.12** The Clerk reserves the right to demand an original interment rights certificate be produced prior to an interment rights holder being interred in a plot.
- 11.13** Human remains shall be interred in a lot shall:
- 11.13.1** be in a container having sufficient strength and durability so as not to collapse during interment;
 - 11.13.2** be of a size to permit the burial within the size of the lot.

12. DISINTERMENTS

- 12.1** Human remains may be disinterred from a lot provided written authorization of the interment rights holder or surviving heirs has been received by the Clerk and the Medical Officer of Health has been notified.

- 12.2** In special circumstances, the removal of human remains may also be ordered by the Medical Officer of Health, without the consent of the interment rights holder and / or next of kin(s).
- 12.3** The cemetery is not responsible for damage to any casket, urn, container or vault which may occur during a disinterment. Additionally, due to the length of time that a casket, urn, container or vault has been interred and the conditions to which it has been exposed, the cemetery cannot guarantee that it can retrieve the complete casket, urn, container or vault interred in the cemetery. Should a new casket, urn or container be required at the time of disinterment, it shall be at the expense of the party authorizing the disinterment.
- 12.4** Disinterment shall be scheduled at a day and time designated by the municipality. The municipality reserves the right to close the cemetery or the section where the disinterment is to take place. Only those persons required or permitted by the cemetery to attend a disinterment shall be allowed to enter the cemetery or the section involved during a disinterment.
- 12.5** If reinterment does not take place within the same lot and if existing memorialization (monument, marker, niche front or crypt front) needs to be removed, it will be at the expense of the person authorizing the disinterment.
- 12.6** Once a disinterment has been completed, the lot space shall be considered available to the interment rights holder for a new interment or transfer in accordance with the operator's by-laws. If the grave, niche or mausoleum space from which a disinterment has occurred, is transferred, the new interment rights holder must be made aware of the previous disinterment and agree in writing to such knowledge as part of the transfer agreement.

13. CHAPEL RULES

- 13.1** If the municipality determines a grave may not be opened pursuant to Section 15.36, storage in the chapel or at an alternate location arranged by the funeral home or family of the deceased, shall be required, until conditions permit the interment.
- 13.2** The burial permit and interment information must accompany the human remains when delivered to the cemetery for storage in the chapel.
- 13.3** All caskets must be removed from the storage in the chapel each year by

May 15.

- 13.4** Any caskets not removed by May 15, or as soon thereafter as weather permits, the municipality, after all reasonable attempts to contact the funeral home/internment rights holder have been made, shall arrange to have the casket removed from the Chapel.
- 13.5** The bodies of persons dying from communicable diseases as defined in O-Reg 557-90 shall be handled as set out in O-Reg 557-90.
- 13.6** Prior to May 15, should the condition of the body render its interment, necessary or expedient, the municipality may remove a body stored in the chapel and inter it in a single lot after reasonable attempts have been made to contact the interment rights holder/representative prior to the interment occurring.
- 13.7** All human remains stored in the chapel must be embalmed and must be encased in a wooden or metal casket.
- 13.8** All funeral homes and / or interment rights holders shall have proper insurance coverage on any bodies or cremated human remains stored in the chapel.
- 13.9** The fee for storage in the chapel are contained in the cemetery price list and on the fees and charges by-law.

14. GENERAL RULES

- 14.1** No person shall do any work in the cemetery without the permission of the municipality.
- 14.2** The municipality shall have sole discretion to determine if weather conditions are such that work and/or burials must be halted.
- 14.3** No parades other than funeral processions or Decoration Day or Remembrance Day ceremonies shall be permitted within the cemetery.
- 14.4** Vehicles shall remain on the roadways at all times, unless required to leave the road to conduct work on the grounds or accommodate a burial.
- 14.5** Any complaints by interment rights owners or visitors shall be made to the

Clerk in writing.

14.6 All dogs in the cemetery shall be leashed and subject to all regulations and fines set out in the Canine Control By-law for the municipality.

15. HOURS OF OPERATION

15.1 Funerals are prohibited on Sundays and Statutory holidays, Easter Monday and Remembrance Day (except as required by regulation).

15.2 No graves shall be opened during the winter, or when frost is in the ground and the top sod cannot be removed and replaced without destruction.

15.3 Notwithstanding section 15.1, 15.2, 15.3 a burial shall occur on prohibited days, based on a medical officer of health's orders or a doctor's certificate that a burial must be made within 24 hours of death in accordance with the regulations of the Ontario Ministry of Health for the control of communicable diseases or unless special permission is granted by the Clerk.

16. CARE OF LOTS AND CEMETERY GROUNDS

16.1 No lot shall be defined or enclosed by a fence, railing, coping, hedge or any enclosure or markers other than corner markers level with the sod.

16.2 If any tree or shrub on a plot or lot has become unsightly or encroaching on the adjacent lots, drains, roads or walks or negatively impacts the general appearance of the grounds shall be removed in whole or part by the municipality without notice to the interment rights holder.

16.3 No vases urns, flower stands, flowers, memorial arrangements, or wreaths (artificial or real) shall interfere with the care of the lot or columbarium and if unsightly shall be removed in whole or in part by the municipality without notice to the interment rights holder.

16.4 Flowers, wreaths and designs placed against or near any part of the Columbarium that are liable to stain or deface the structure will be removed in whole or part by the municipality without notice to the interment rights holder.

16.5 Artificial flowers and wreaths will not be allowed to remain on or near any part of the Columbarium and shall be removed by the municipality 7 days after

they are placed without notice to the interment rights holder.

16.6 New flower beds shall not be permitted to be planted effective 2017.

16.7 Flower beds that were in existence prior to 2017 may remain, but if they become unkempt shall be sodded over by the municipality without notice to the interment rights holder.

16.8 Glass containers, nails, wires, pottery, string lights, corrosive chemicals or any items that in the opinion of the Superintendent may pose a risk to staff or visitors are prohibited and will be removed without notice to the interment rights holder.

16.9 No rights holder shall change the grading of a lot and in case of any such change the municipality may restore the lot to its original grade at the expense of the rights holder.

16.10 No unauthorized person shall sod or move corner markers.

16.11 The municipality, its agents and employees shall not be responsible for loss of or damage to any articles placed upon any interment space or lot.

16.12 Implements or materials used in doing work within the cemetery shall not be left on the grounds and may be removed by the municipality.

17. FEES AND CHARGES

17.1 All fees and charges for cemetery services provided by the municipality are included in the current fees and charges By-law.

17.2 Prepayment of interment / inurnment fees shall be prohibited.

17.3 No interment, inurnment or scattering of human remains shall take place until payment in full has been made.

18. MONUMENTS MARKER AND FOUNDATIONS

18.1 No monument or marker shall be installed until payment for the lot or plots has been made in full.

18.2 No person shall install, or make alterations, repairs, cleaning or removal of a

marker, monument, memorial, footstone, or base of any description in the cemetery unless such person has:

18.2.1 notified the Clerk in writing on a Notice of Monument Installation form no less than 3 business days prior to the start of work;

18.2.2 paid in full all charges related to subject interment right including the application fee as set out in the fees and charges By-law.

18.3 Minor scraping of the monument base of an upright monument due to grass / lawn maintenance or burial activities shall be considered to be normal wear.

18.4 The municipality will take reasonable precautions to protect the property of interment rights holders, but it assumes no liability for the loss of, or damage to, any monument, marker, or other structure, or part thereof.

18.5 The municipality shall:

18.5.1 Reserve the right to determine the maximum size of monuments, their number and their location on each lot or plot;

18.5.2 Take whatever actions deemed necessary by way of repairing, resetting, or laying down the monument or marker or any other remedy so as to remove the risk if it poses a risk to public safety;

18.5.3 Remove at their sole discretion any marker, monument, or inscription which is not in keeping with the dignity and decorum of the cemetery;

18.5.4 Approve all specific design plans of monument or other structures including: dimensions, material of structure, construction details, and proposed location prior to installation.

18.6 Monuments for standard graves shall:

18.6.1 Be composed of granite

18.6.2 Be set upon foundations not less than 122.92 cm (48 inches) in depth

18.6.3 Be placed upon a base

18.6.4 Not exceed 122.92 cm (48 inches) in height including the base

18.6.5 Be centered on each lot or adjoining lots provided the same rights holders owns the adjoining lots

18.6.6 Not exceed 122.92 cm (48 inches) overall height, including the base, by 76.20 cm (30 inches) width on a single grave

18.6.7 Not exceed 122.92 cm (48 inches) overall height, including the base, by 122.92 cm (49 inches) width on a double grave

18.6.8 Not exceed 122.92 cm (48 inches) overall height, including the base, by 182.88 cm (72 inches) width on a four or six grave lot

18.6.9 Be not less a minimum thickness of 15.24 cm (6 inches) provided the

monument is no more than 86.36 (34 inches) overall height, including the base, by 91.44 cm (36 inches) in width;

18.6.10 Be not less a minimum thickness of 20.32 cm (8 inches) if the monument exceeds 86.36 cm (34 inches) overall height, including the base, and exceeds 91.44 cm (36 inches) in width;

18.6.11 Be not less a minimum thickness of 20.32 cm (8 inches) if the monument is if the monument is 50.80 cm (20 inches) in overall height, including the base, and 106.68 cm (42 inches) in width

18.7 A base shall:

18.7.1 Be composed of granite

18.7.2 Be not less than 20.32 cm (8 inches) in height

18.7.3 Be of sufficient size to provide for a minimum border of 7.62 cm (3 inches) of the top surface of the base exposed on all sides after placement of the monument

18.7.4 Placed no closer than 7.62 cm (3 inches) to the lot width size on which it is to be installed

18.7.5 Have bottoms that are smooth sawn

18.8 Standard Burial lots shall be limited to the following:

18.8.1 A single lot – one monument and no cornerstones

18.8.2 A double lot – one monument and two footstones OR two cornerstones;

18.8.3 A four grave lot – one monument, four footstones and two cornerstones

18.8.4 On a six grave lot – two monuments, six footstones and two cornerstones

18.9 The bottom bed of all bases and markers shall be cut level and true.

18.10 The municipality shall construct the sidewalk/base for all cremation burial lots and shall be:

18.10.1 1.2 metres (3.9 feet) by 46.6 metres (153 feet)

18.10.2 150mm thick 32 MPa concrete with 5-8% air entrainment, 80mm ± slump with steel mesh centre in the concrete

18.10.3 Contraction joints shall be saw cut

18.10.4 Contraction joints in the hardened concrete within a sufficient time of placing the concrete

18.10.5 Dummy joints to be placed every 0.9144m (36") spacing to easily identify where each plot is located

18.10.6 Full saw cut contraction joint to be placed every 1.8288m (72").

18.11 Cremation burial lots shall be limited to the following:

18.11.1 One flat marker up to 60.96 cm (24 inches) wide x 45.72 (18 inches) tall

18.11.2 All flat markers must be 10.16 (4 inches) in depth

18.11.3 No cornerstones or footstones

18.12 Cornerstones shall:

18.12.1 Be made of granite

18.12.2 Not exceed 15.24 cm (6 inches) square by 15.24 cm (6 inches) deep

18.12.3 Be installed flush to the ground

18.13 Markers and footstones on a standard burial lot shall

18.13.1 Be installed flush to the ground

18.13.2 Not exceed 30.48 cm (12 inches) by 45.72 cm (18 inches) by 10 cm (4 inches) in depth

18.13.3 Only be installed after an interment has taken place

18.13.4 Shall be placed at the end of the grave farthest from the monument

18.14 Construction of new private mausoleums shall be prohibited.

18.15 Foundations shall:

18.15.1 Not be constructed between November 15 to April 15

18.15.2 Be replaced at the expense of the contractor if, in the opinion of the municipality, the foundation is not poured and installed properly

18.15.3 Be between not less than 121.92 to 137.16 cm (48 to 54 inches) deep

18.15.4 Be set at the direction of the municipality

18.15.5 Constructed with the following concrete mix:

18.15.5.1 20.5 MPA

18.15.5.2 75 mm slump

18.15.5.3 20 mm (about 0.79 in) aggregate

18.15.5.4 5% + / - 1% air entraining agent

18.15.6 Be trowel finished

18.15.7 Have all surface levels flush with the surrounding ground level

18.15.8 Provide a level surface free of defects

18.15.9 Cured for a minimum of 48 hours before placing the monument thereon

19. MONUMENT DEALERS, CONTRACTORS, AND CONTRACT EMPLOYEES

19.1 Every contractor performing any work in the cemetery shall:

19.1.1 Comply with all provisions in this By-law

19.1.2 Comply with all applicable legislation

19.1.3 Must provide a clearance certificate from the Workplace Safety and Insurance Board

19.1.4 General liability insurance of not less than \$2,000,000.

19.2 The behaviour of all contractors and their workers in the cemetery shall be in accordance with this By-law and subject to the control of the municipality.

19.3 Planks shall be laid on the lots and paths over which heavy materials are to be moved, in order to protect the surface from injury.

19.4 Contractors shall temporarily cease all operations if they are working within 100 metres of a funeral until the conclusion of the service.

19.5 All work shall be done during regular cemetery hours, unless special written permission is obtained from the municipality.

19.6 No person shall access the cemetery in a vehicle carrying a heavy load when, in the sole discretion of the municipality, the roads are in an unfit condition.

19.7 No person shall deliver a monument to any cemetery until the foundation is completed and the contractor has the permission of the municipality to proceed with monument installation.

19.8 No person shall leave implements and materials used in the performance of any work and all rubbish and surplus earth shall be removed in such manner and at such time and to such place as the municipality may order.

19.9 The municipality may remove rubbish or obstructions and the expense shall be charged to the company.

19.10 Any person who damages any lot, monument, or other structure, or otherwise does any injury in the cemetery, shall be personally responsible for such damage or injury, in addition thereto, his employer shall be liable, therefore.

20. LIABILITY

20.1 The municipality shall not be held liable for any loss or damage, without limitation (including damage by the elements, Acts of God, or vandals) to, any lot, plot, columbarium niche, mausoleum crypt, monument, marker, or other article that has been placed in relation to an interment or scattering right, save and except for direct loss or damage caused by gross negligence of the cemetery.

21. ENFORCEMENT

21.1 The municipality shall reserve the right to prohibit any behaviour or activity that interferes with the safety of the public or employees or that is not in keeping with respecting the decorum of the cemetery or the provisions of this By-law.

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

BY-LAW NUMBER 096-2024

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF A
MEMORANDUM OF UNDERSTANDING BETWEEN THE
CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
AND MOUNT FOREST DRIFTERS FOR USE OF LAND FOR A
SNOWMOBILE TRAIL**

WHEREAS The Corporation of the Township of Wellington North and the Mount Forest Drifters wish to enter into a Memorandum of Understanding for use of land for a snowmobile trail.

**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 Mount Forest Drifters 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 16th DAY OF DECEMBER, 2024.**

ANDREW LENNOX, MAYOR

KARREN WALLACE CLERK

**MEMORANDUM OF UNDERSTANDING (MOU)
PRESCRIBED SNOWMOBILE TRAIL LAND USE PERMISSION**

069

I, TOWNSHIP OF WELLINGTON NORTH, being the owner and/or occupier (hereinafter the "Landowner") of the legally described lands below, hereinafter the "Lands",

<i>Address including lot #, concession # and/or other legal description.</i> PT LOT 32 CONC 1 DIVISION 1,2 & 3 EGR EGREMONT AND PT LOT 65-67 CON 3 EGREMONT, PT LOT 3&4 17R3145; SOUTHGATE	<i>Township, County, District, Region, Municipality. Include all that apply.</i> TOWNSHIP OF WELLINGTON NORTH, WELLINGTON COUNTY
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hereby gives the MOUNT FOREST DRIFTERS, hereinafter the "Local Snowmobile Club" and/or "LSC", a license to enter onto, and access, the Lands on the following terms and conditions:

1. The term of this MOU is from NOV 01 2024 to APRIL 02 2034.
2. The LSC shall remain a member in good standing with the Ontario Federation of Snowmobile Clubs (OFSC) during the term of this MOU. At the Landowner's request, the LSC will provide its current OFSC Certificate of Insurance (COI).
3. The Landowner grants a license to the LSC so the LSC can enter the Lands to establish, groom, maintain, sign and use the Lands for snowmobiling by legally permitted snowmobiles and their riders.
4. The LSC will provide liability insurance of \$15,000,000.00 through an OFSC-held insurance policy (the "OFSC Insurance Policy" or "OFSCIP") for liability arising from the grooming, operation, use and maintenance of the snowmobile trail but only with respect to the negligence of the LSC for those operations usual to a snowmobile trail. The Landowner's signature on this MOU confirms its coverage provided that the Landowner charges no fee to use the Lands.
5. The Landowner will be added as an additional insured under the OSFCIP but only with respect to liability arising from the operations of the named LSC. Coverage will be extended to the Lands through an insurance policy held by the OFSC and its member organization snowmobile club. The OFSCIP does not cover the Landowner's willful misconduct and/or negligence.
6. The Landowner and LSC have each initialed a sketch or map of the Lands attached as "Schedule 'A'" to this MOU.
7. Before or after the winter months when there is no snow cover, the LSC may access the Lands to open, close, upgrade and maintain the snowmobile trail.
8. During the winter months the LSC shall maintain that portion of the Lands used as a snowmobile trail in reasonably good condition for snowmobiling and the LSC may also perform other upgrades and/or trail maintenance or other similar works or projects.
9. The LSC shall post snowmobiling signage on the snowmobile trail and annually remove litter from the snowmobile trail.
10. If valid permitted and exempted snowmobiles and their riders damage property on the Lands used for snowmobiling, the LSC will repair or replace the damaged property.
11. The Landowner authorizes the LSC's or OFSC District's representative(s) to be its agent(s) to cooperate with local law enforcement agencies' efforts to supervise and enforce the uses of the Lands permitted by this MOU under the *Trespass to Property Act*, R.S.O., 1990 C. T.21, the *Motorized Snow Vehicles Act*, R.S.O. 1990 c. M.44 and the *Occupiers Liability Act*, R.S.O. 1990 c. O.2, all as amended.
12. Either party may terminate this MOU by providing at least 60 days' prior written notice to the other party as listed below.
13. Additional Conditions:

LANDOWNER/OCCUPIER

<i>Name</i> TOWNSHIP OF WELLINGTON NORTH	<i>Email</i> TOWNSHIP@WELLINGTON-NORTH.COM
<i>Address</i> 7490 SIDEROAD 7 W, PO BOX 125 KENILWORTH ON N0G 2E0	<i>Phone</i> 519 848 3620

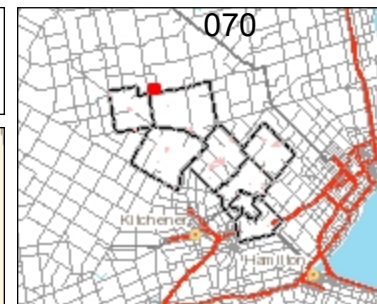
LOCAL SNOWMOBILE CLUB

<i>Name - Club Contact</i> JOHN TRACE	<i>Phone</i> 226 668 2744	<i>Email</i> TRACE.JOHN@YMAIL.COM
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Landowner Signature: _____ **Date:** _____

Club Signature: _____ **Date:** _____

Schedule A Attachments:
<input checked="" type="checkbox"/> sketch and/or
<input checked="" type="checkbox"/> map



Legend

- Municipal Offices
- OPP Stations
- Hospitals
- Fire Stations
- Information Centres
- Schools
- Post Offices
- Arenas
- Community Centres
- Curling Rinks
- Libraries
- Museums
- Park Parking Lots
- County Garages
- Parcels
- Bridges
- Roads**
 - Local Road
 - County Road
 - Highway
- Railways
- Trails
- Waterbodies
- Watercourses
- Parks
- Urban Centres and Hamlets

1: 11,567

0.6 0 0.29 0.6 Kilometers



Notes

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

BY-LAW NUMBER 107-2024

**BEING A BY-LAW TO AMEND BY-LAW NUMBER 083-2024
BEING A BY-LAW TO ESTABLISH FEES AND CHARGES FOR
VARIOUS SERVICES PROVIDED BY THE MUNICIPALITY**

WHEREAS the Township of Wellington North wishes to amend fees and charges By-law 083-2024

**THEFORE THE COUNCIL OF THE TOWNSHIP OF WELLINGTON NORTH ENACTS
AS FOLLOWS:**

Remove the following from Schedule E of By-law 083-2024

- Licensing a dog \$25.00
- Replacement tag \$10.00
- Enumeration Charge \$10.00

Insert the following on Schedule E of By-law 083-2024

- Kennel inspection: fee charged by Animal Control Officer

Amend the following on Schedule E of By-law 083-2024

From:

- Impounding a Dog \$150.00
- Boarding Fees for an impounded dog / day \$25.00

To:

- Impounding a Dog: fee charged by pound
- Boarding Fees for an impounded dog / day: fee charged by pound

Replace Schedule C with the one appended to this by-law

READ AND PASSED THIS 16th DAY OF DECEMBER, 2024.

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

**SCHEDULE "C"
CEMETERIES**

DESCRIPTION	FEE
<u>SALES</u>	
Single Grave 3 ½ feet x 10 feet plot \$1582.00 Care and Maintenance Fund (40% of selling price \$1,054.00)	\$2,636.00
Cremation Plots (3 ft x 4 ft with 2 ft sidewalk) \$1,440 Care and Maintenance Fund (40% of selling price \$960.00)	\$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)	\$180.00
<u>INTERMENT/INURNMENT</u>	
Adult	
Child (12 years and under)	\$1,613.00
Cremated remains in standard plot	\$300.00
Double depth charge – extra	\$563.00
Inurnment in niche	\$397.00
Scattering garden	\$344.00
	\$185.00
<u>Surcharges:</u>	
Saturday funerals until 12 noon - standard burial & 12 yrs and under	
Saturday funerals until 12 noon - cremated remains & scattering garden	\$390.00
Saturday funerals until 12 noon– niche	\$250.00
Burials inurnments that occur outside the hours of 9 a.m. – 3 p.m. Mon-Fri	\$140.00
	\$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

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

BY-LAW NUMBER 108-2024

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT BETWEEN R. & R. PET PARADISE (RICK RAUWERDA) AND THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH AND TO REPEAL BY-LAW 030-2016

AUTHORITY: Municipal Act, 2001, S.O. 2001, c.25, as amended, Sections 4, 5 and 9.

WHEREAS it is deemed necessary to enter into an agreement with R. & R. Pet Paradise (Rick Rauwerda) for the provision of canine control services in Wellington North.

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

1. THAT the Corporation of the Township of Wellington North enter into an agreement with R. & R. Pet Paradise (Rick Rauwerda) for the provision of canine control services in Wellington North agreement attached hereto as Schedule "A.
2. AND THAT the Mayor and the Clerk of the Corporation of the Township of Wellington North are hereby authorized and directed to execute the said to agreement and all other documentation required.
3. AND THAT this By-law and contract shall be in effect on January 1, 2024

READ AND PASSED THIS 16TH DAY OF DECEMBER, 2024

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

SCHEDULE "A"
THIS AGREEMENT dated the 16th day of December, 2024

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
(hereinafter referred to collectively as the "Township")

- AND -

R&R Pet Paradise
(hereinafter referred to as the "Contractor")

The parties agree as follows:

1. The Contractor shall provide all services as set out in the canine control By-law 102-2024 for the Township of Wellington North.
2. The Contractor shall provide enforcement of all canine control by-laws 24 hours a day, seven days a week. Response times will generally be within 2 hours (6 hours for off hours).
3. The Contractor shall provide and maintain a vehicle in a good state of repair, with proper equipment in order to carry out the duties in this contract.
4. The Contractor shall provide a local cell phone number to be provided to the public so they can contact the Contractor regarding dog control issues.
5. The Contractor shall supply a pound facility constructed and maintained according to OMAFRA specifications.
6. The Contractor will not provide services for the pick-up of any animal or species, other than dogs, unless specifically directed by Township staff. \$150 charge/ dog which includes pickup and processing of dog. As well as facilitating return to owner.
7. Any vet services required for dogs picked up to be assumed by Township. Maximum \$1000.00 per incident unless approved by Clerk.
8. The Contractor shall provide sufficient staff to ensure the completion of the duties in this agreement.
9. The Contractor shall maintain and provide proof to the Township of Public Liability and Owned Automobile insurance coverage of \$2 million.

10. The Contractor will collect fines and fees from dog owners and shall turn those fines and fees collected to the Township on or before the 10th of the following month after collection.
11. The Township will pay to the Contractor kennel and other fees not recoverable from the owner of a dog.
12. The Contractor shall maintain and provide records and reports of all occurrences and activities on a monthly basis and shall provide a written report to the Township on or before the 10th of the month, outlining the activities for the preceding month including particulars of each complaint received, resolution, warning issues, dogs picked up, returned to their owner or euthanized.
13. The Contractor shall not disclose to anyone outside the employ of the Township any aspect of the Township's business, except as required in the course of carrying out the duties in this contract.
14. The Contractor shall use best practices to ensure on farm bio-security is maintained.
15. The Contractor shall not release an impounded dog unless the owner has paid all fines and has obtained a collar with identification of the owner for the dog.
16. The Contractor shall take all reasonable steps to contact and locate the owner of an impounded dog as soon as possible.
17. Both parties agree the contract can be terminated on 30 days written notice.
18. This contract shall remain in effect until December 2026 at which time it will be reviewed with a possibility of an extension on terms agreeable to both parties.
19. The Contractor acknowledges that non-compliance may result in the cancellation of this contract, on 30 days written notice by the Township.
20. The Contractor shall be under the supervision of the Clerk of the Township for the term of this contract.
21. The Township shall provide support as necessary for the Contractor in the performance of their duties.
22. The Township shall provide the Contractor with all by-laws and policies, which may change from time to time.
23. The Township agrees to pay the Contractor \$ \$1200.00 plus HST

24. The Contractor will do kennel inspections as requested by Township to insure that all rules per kennel bylaw are followed. Township to pay \$150/ inspection (payable by kennel) as per the kennel inspection requirements as per township.
25. The contractor will enforce dangerous dog bylaws and do investigations for Wellington North as requested. Cost of Dangerous dog investigations at a base rate of \$150.00 plus \$50/ hour for court appearances, appeals, repeated visits and clerical work
26. The Contractor acknowledges reading and understanding this contract.
27. The Contractor is independent of the Township and nothing herein shall be interpreted to create a relationship of employer / employee, partnership, franchise, agency or joint venture or other like arrangement. The Contractor is responsible for collection and payment of all application taxes, provincial and federal and compliance with the Worker's Compensation Insurance Bureau payments, Occupational Health and Safety Act, and Canada Pension Plan.

NOTICE

Any notice required to be given shall be delivered in person or sent by mail to:

The Township of Wellington North
7490 Sideroad 7, P.O. Box 125
Kenilworth, ON N0G 2E0

Rick Rauwerda
R. & R. Pet Paradise
9449 Road 1 N
Harriston, ON N0G 1Z0

IN WITNESS WHEREOF the party of the First Part has hereunto affixed its corporate seal and duly attested by the proper signing officers in that behalf.

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

Per: _____
Andrew Lennox, Mayor

Per: _____
Karren Wallace, Clerk

IN WITNESS WHEREOF the party of the Second Part has hereunto affixed its corporate seal and duly attested by the proper signing officers in that behalf.

R. & R. PET PARADISE

Per: _____
Rick Rauwerda, Owner
I have the authority to bind the Corporation

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

BY-LAW NUMBER 109-2024

**BEING A BY-LAW TO PROVIDE FOR AN INTERIM TAX LEVY ON
ALL ASSESSMENT WITHIN SPECIFIC TAX CLASSES AND TO
PROVIDE A PENALTY AND INTEREST RATE FOR CURRENT
TAXES IN DEFAULT AND TAX ARREARS**

AUTHORITY: Municipal Act, 2001, S.O. 2001, Chapter 25, as amended,
Sections 317, 345, 346 and 347.

WHEREAS Section 317 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, provides that the Council of a local municipality may, before the adoption of the estimates for the year pass a by-law levying amounts on the assessment of property in the local municipality rateable for local municipality purposes, including pipeline, conservation lands, managed forest, residential/farm, farmland, commercial, industrial and multi-residential assessments in the local municipality;

AND WHEREAS Section 317 of the Municipal Act, 2001, S.O. 2001, c.25, provides that the amount levied on a property shall not exceed 50 per cent of the total amount of taxes for municipal and school purposes levied on the property for the previous year.

AND WHEREAS Section 346 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, provides that the Council may require the payment of taxes to be made into the office of the Treasurer by any day or days to be named herein, in bulk or by installments;

AND WHEREAS Section 345 of the Municipal Act, 2001 S.O. 2001, c.25, as amended, provides that the Council of a local municipality may impose late payment charges for the non-payment of taxes or any installment by the due date, a percentage charge, not to exceed 1 1/4 per cent of the amount of taxes due and unpaid, may be imposed as a penalty for the non-payment of taxes on the first day of default the non-payment of taxes in the manner specified in the by-law but interest may not start to accrue before the first day of default. and on the first day of each calendar month thereafter in which default continues, but not after the end of the year in which the taxes are levied;

AND WHEREAS Section 347 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, provides that the Council of any municipality may authorize the Treasurer to accept part payment on account of taxes due and to give a receipt for such part payment, provided that acceptance of any such part payment does not affect the collection of any percentage charge imposed and collectable under Subsection (3) in respect of non-payment of any taxes or any class of taxes or of any installment thereof;

AND WHEREAS Section 345 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, provides that the Council of a local municipality may require that the Treasurer, add to the amount of all taxes due and unpaid, interest at such rate not exceeding 15 per cent per annum as the Council determines, from the 31st day of December in the year in which the taxes were levied until the taxes are paid;

NOW THEREFORE the Council of the Corporation of the Township of Wellington North (hereinafter called the Corporation) hereby enacts as follows:

1. **THAT** for the year 2025, 50 per cent of the total amount of taxes for the previous year shall be levied, raised and collected on all real property taxable within the pipeline, conservation lands, managed forest, residential/farm, farmland, commercial, industrial and multi-residential classes, and liable to pay the same according to the last revised assessment roll:
2. **THAT** the said interim tax levy shall be due and payable in two installments at the Township of Wellington North Municipal Office and most chartered banks and financial institutions as designated by the Municipality, on or before the following dates:

i.	First Installment	February 28, 2025
ii.	Second Installment	April 25, 2025
3. **THAT** the Treasurer mail or cause same to be sent by first class mail to the residence or place of business of such person indicated on the last revised assessment roll, a written or printed notice specifying the amount of taxes payable, due dates and penalty and interest rates to be applied upon default.
4. **THAT** failure to receive the aforesaid notice in advance of the date for payment of the interim levy or any installment does not affect the timing of default or the date from which penalty shall be imposed.

5. **THAT** penalty of 1.25 per cent will be added to current taxes with installment due dates which are in default, in accordance with Section 2 of this By-law, as of the 1st day of March, 2025 and the 1st day of May, 2025 respectively to each installment due date, and thereafter a further penalty of 1.25 per cent will be added on the 1st day of each month and every month the default continues until December 31st, 2025.
6. **THAT** interest of 1.25 per cent on the amount of any taxes due and unpaid after December 31, 2025, shall be charged on the 1st day of each calendar month thereafter in which the default continues.
7. **THAT** the Treasurer be authorized to accept partial payment for taxes, from time to time, as long as it does not affect the collection of taxes registered for tax collection.
8. **THAT** the Treasurer be required to apply all payments received to the outstanding penalty and/or interest on the taxes that have been in arrears for the greatest period of time.
9. **THAT** the taxes shall be payable at par at the Corporation of the Township of Wellington North Municipal Office, or by mail to the Municipal mailing address, or through the telephone banking systems of most chartered banks and financial institutions, or over the counter at most chartered banks and financial institutions.
10. **THAT** this by-law shall be deemed to come into force and effect on January 1, 2025 and shall apply to all tax classes.
11. **THAT** in the event that any provision or section of this by-law is found by a court of competent jurisdiction to be ultra vires the posers of the Council of the Corporation, only such provision or section, as the case may be, shall be inoperative and all other provisions and sections of this by-law shall remain in full force and effect.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS
16TH DAY OF DECEMBER, 2024.**

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NUMBER 110-2024

BEING A BY-LAW TO AUTHORIZE TEMPORARY BORROWING FROM TIME TO TIME TO MEET CURRENT EXPENDITURES DURING THE FISCAL YEAR ENDING DECEMBER 31, 2025.

AUTHORITY: Municipal Act, 2001, S.O. 2001, Chapter 25, as amended, Section 407.

WHEREAS the Municipal Act, 2001, S.O. 2001 Chapter 25, Section 407, provides authority for a council by by-law to authorize the head of council and the treasurer to borrow from time to time, by way of promissory note or banker's acceptance, such sums as the council considers necessary to meet, until taxes are collected and other revenues received, the current expenditures of the corporation for the year; and

WHEREAS the total amount which may be borrowed from all sources at any one time to meet the current expenditures of the Corporation, except with the approval of the Municipal board, is limited by Section 407 of the Municipal Act, 2001.

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

1. The Head of Council and the Treasurer are hereby authorized to borrow from time to time by way of promissory note or banker's acceptance during the year 2025 (hereinafter referred to as the current year) such sums as may be necessary to meet, until the taxes are collected and other revenues received, the current expenditures of the Corporation and the other amounts that are set out in subsection 407(1) of the Municipal Act, 2001.
2. The lender(s) from whom amounts may be borrowed under authority of this by-law shall be Royal Bank of Canada and such other lender(s) as may be determined from time to time by resolution of council.
3. The total amount which may be borrowed at any one time under this by-law, together with the total of any similar borrowings that have not been repaid, shall not exceed from January 1 to September 30 of the current year, 50 percent of the total and from October 1 to December 31 of the current year, 25 percent of the total of the estimated revenues of the Corporation as set forth in the estimates adopted for the current year or \$1,000,000.00 whichever is less.

4. The Treasurer shall, at the time when any amount is borrowed under this by-law, ensure that the lender is or has been furnished with a certified copy of this by-law (a certified copy of the resolution mentioned in section 2 determining the lender,) if applicable, and a statement showing the nature and amount of the estimated revenues for the current year and also showing the total of any other amounts borrowed from any and all sources under authority of section 407 of the Municipal Act, 2001 that have not been repaid.
 - a) If the estimates for the current year have not been adopted at the time an amount is borrowed under this by-law, the limitation on total borrowing, as set out in section 3 of this by-law shall be calculated for the time being upon the estimated revenues of the Corporation as set forth in the estimates adopted for the next preceding year.
 - b) If the estimates for the current year have not been adopted at the time an amount is borrowed under this by-law, the statement furnished under section 4 shall show the nature and amount of the estimates revenues of the corporation as set forth in the estimates adopted for the current preceding year and the nature and amount of the revenues received for and on account of the current year.
5. All or any sums borrowed under this by-law shall, with interest thereon, be a charge upon the whole of the revenues of the Corporation for the current year and for any preceding years as and when such revenues are received; provided that such charge does not defeat or affect and is subject to any prior charge then subsisting in favour of any other lender.
6. The Treasurer is hereby authorized and directed to apply in payment of all or any sums borrowed under this by-law together with interest thereon, all or any of the moneys hereafter collected or received, either on account of or realized in respect of the taxes levied for the current year and preceding years or from any other source, which may lawfully be applied for such purpose.

By-law No. 110 -2024
Page 3 of 3

7. Promissory Notes or bankers acceptances made under section 1 shall be signed by the treasurer and the head of council or by such other person as is authorized by by-law to sign it.

***READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 16th DAY OF DECEMBER, 2024.***

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

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

BY-LAW NUMBER 111-2024

“SITE ALTERATION AND FILL BY-LAW”

BEING A BY-LAW TO PROHIBIT OR REGULATE THE ALTERATION OF PROPERTY THROUGH MOVEMENT OF FILL, PLACING OR DUMPING OF FILL, SOIL STRIPPING AND/OR ALTERATION TO THE GRADE OF LANDS WITHIN THE TOWNSHIP OF WELLINGTON NORTH.

WHEREAS Section 142 of the *Municipal Act, 2001*, S.O. 2001, C. 25 (the “*Municipal Act*”), as amended, provides that a Council of a local Municipality may pass By-laws to:

- (a) prohibit and/or regulate the placing or dumping of fill;
- (b) prohibit and/or regulate the removal of soil;
- (c) prohibit and/or regulate the alteration of the grade of the land;

AND WHEREAS Section 142 (2)(d) and (e) of the *Municipal Act* further provides that the Township may require that a permit be obtained for the placing or dumping of fill, or the alteration of the grade of land, and may impose conditions to a permit, including requiring the preparation of plans acceptable to the municipality relating to grading, filling or dumping, the removal of fill and/or the alteration of the grade of land;

AND WHEREAS Section 436 of the *Municipal Act* authorizes the Township to pass by-laws providing that the municipality may enter on land at any reasonable time for the purpose of carrying out inspection to determine whether or not an order or condition is being complied with and require the production of documents and information as well as the collection of samples;

AND WHEREAS Section 23.1 of the *Municipal Act* authorizes the Township to delegate its powers to an officer, employee, or agent of a municipality;

AND WHEREAS Sections 8 through 11 of the *Municipal Act* authorize a municipality to pass by-laws in respect of the economic, social and environmental well-being of the municipality, the health, safety and well-being of persons and protection of persons and property.

AND WHEREAS Subsection 446 of the *Municipal Act* gives the Township the authority to direct or require a person to do a matter or, thing, the municipality may also provide that, in default of it being done by the person directed or required to do it, the matter or thing shall be done at the person's expense. For these purposes, the Township may enter upon land at any reasonable time. The Township may recover the costs of doing a matter or, thing from the person directed or required to do it by action or by adding the costs to the tax roll and collecting them in the same manner as property taxes;

AND WHEREAS Section 425 of the *Municipal Act* permits the Township to pass by-laws providing that any person who contravenes any by-law the Township passed under the *Municipal Act*, is guilty of an offence;

AND WHEREAS Section 426(4) of the *Municipal Act* deems that any person that hinders or obstructs or attempts to hinder or obstruct any Person who is exercising or performing a duty under this By-law created under the *Municipal Act* is guilty of an offence;

AND WHEREAS the Council of the Township deems it to be in the public interest to pass this by-law to regulate the alteration of property through the movement, placing, or dumping of fill, soil stripping and/or the alteration of the grade of land within the Township to ensure that:

- (a) Groundwater and surface water quality is maintained;
- (b) Existing drainage patterns, water courses and water bodies are maintained and protected;
- (c) Natural heritage features, landforms and archaeological resources are protected;
- (d) Adverse Effects are minimized;
- (e) The Township's zoning and other by-laws are respected;
- (f) Impacts to the Township's roads, Highways and infrastructure are minimized;
- (g) Disturbances and nuisance impacts to residents and businesses are minimized;
- (h) Costs and liabilities are borne by owners and persons who undertake Site Alteration within the Township; and,
- (i) Prevent the use and importation of hazardous materials and improper fill.

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

1.0 GENERAL

1.1 Short Title

This By-law may be referred to as the "Site Alteration By-Law".

1.2 Administration

This By-law applies to all Property in the geographical area within the Township, save and except any Property owned by the Township.

2.0 DEFINITIONS

In this By-Law:

“Adverse Effect” shall have the same meaning as in *the Environmental Protection Act*, R.S.O. 1990, c. E.19, including one or more of impairment of the quality of the natural environment for any use that can be made of it, injury or damage to property, plant or animal life, harm or material discomfort to any person, impairment of the safety of any person, rendering any property, plant or animal life unfit for human use, loss of enjoyment of normal use of property and interference with the normal conduct of business;

“Aggregate” has the same meaning as in the *Aggregate Resources Act*, R.S.O. 1990, c.A.8, as amended;

“Agriculture and agricultural” shall mean a use of land, building or structure for the purpose of animal husbandry, raising of livestock and other animals for food or fur including poultry, bee-keeping, fish, aqua-culture and dairy, the growing of field crops, vegetables, agro-forestry, forestry, fruit farming, sod farming, greenhouses and horticulture crops, pasturage, fallow, maple syrup production or any other farming use; and includes the growing, raising, packing, treating, storing, and sale of agricultural products produced on the premises but does not include an abattoir, a kennel or a rendering plant, commercial greenhouse and/or nursery or garden centre;

“Applicant” shall mean the Owner of a property and includes a person authorized in writing to act on behalf of the Owner of a property to apply for a permit;

“Beneficial Purpose” has the same meaning as in Ontario Regulation 406/19, and, for clarity, does not include deposit (temporary or final) of Excess Soil as the primary use of the Site, but includes the following:

- (a) backfill for an excavation carried out for the purposes of any form of development,
- (b) Final grading carried out for the purposes of any form of development,
- (c) Achieving the grade necessary for,
 - i. Any development,
 - ii. An undertaking related to infrastructure,
 - iii. Landscaping, or
 - iv. Another project governed by an instrument issued by a public body.
 - v. Placement of Fill to assist in the rehabilitation of the site;

“Chief Building Official” shall mean, pursuant to the Ontario *Building Code Act*, 1992, S.O. 1992, c. 23, s 3(2) the Chief Building Official for the Township;

“Contaminant” means any solid, liquid, gas, odour, heat, sound, vibration, radiation or combination of any of them resulting directly or indirectly from human activities that causes or may cause an adverse effect;

“Conservation Authority” shall mean the Grand River Conservation Authority, Saugeen Valley Conservation Authority or Maitland Valley Conservation Authority, as applicable, or their successors;

“Drainage” shall mean the movement of surface water to a place of disposal, whether by way of the natural characteristics of the ground surface or by an artificial method;

“Dump, Dumped or Dumping” shall mean the depositing of Fill in a location other than where the Fill was obtained and includes the movement or depositing of Fill from one location on Lands to another location on the same Lands or to a separate Property;

“Erosion” shall mean the detachment and movement of Soil, sediment or rock fragments by water, wind, ice, gravity or ground movement;

“Erosion and Dust Control” means measures to control erosion and dust generated as part of the Site Alteration to the satisfaction of the Township;

“Excavate, Excavation or Excavating” shall mean activities on Lands resulting in the removal of Soil;

“Excess Soil” has the same meaning as in Ontario Regulations 406/19;

“Excess Soil Quality Standards” means Part II of the Rules for Soil Management and Excess Soil Quality Standards, as amended, and adopted by reference in Ontario Regulations 406/19;

“Existing Grade” shall mean the elevation of the existing ground surface of Land and the abutting ground surface of Land up to three (3) metres beyond, except that where placing or dumping of Fill has occurred in contravention of this By-Law, existing grade shall mean the ground surface of the Lands as it existed prior to the placing or dumping of Fill;

“Fill” shall mean any type of material that can be removed from or deposited on Land and without limiting the generality of the foregoing, and includes Soil, liquid soil, stone, concrete, other types of aggregates, sod or turf either singly or in combination;

“Final or Finished Grade” shall mean the elevation of the ground surface of Lands upon which Fill has been placed or removed in accordance with this By-law;

“Grade” shall mean existing grade, proposed grade or finished grade;

“Inspector” shall mean, pursuant to the Ontario *Building Code Act, 1992*, S.O. 1992, c. 23, s 3(2) an Inspector for the Township and includes the Chief Building Official;

“Land” or “Lands” shall mean all land, including all buildings and structures situated on the land that is within the Township including a parcel of land, described in a deed or other document legally capable of conveying land, or shown as a lot or lots or block in a registered plan of subdivision, including public road allowances and Township owned lands;

“Liquid Soil” has the same meaning as in Ontario Regulation 406/19;

“Officer” shall mean the Chief Administrative Officer and any person designated by a By-law of the Township to issue permits and impose conditions under this By-law or to enforce this By-law;

“Owner” shall mean the registered owner of any Land which is to be re-graded or on which Fill is proposed to be removed, placed or Dumped, as well as any person, firm or corporation managing or controlling such Lands;

“Placing, Place or Placed” shall mean the distribution of Fill on Lands to establish a grade different from the existing grade;

“Ponding” shall mean the accumulation of surface water in an area not having drainage or where the lack of drainage is caused by placing or dumping of Fill, altering of grade or removal of Fill;

“Property” shall have the same definition as Land or Lands;

“Proposed Grade” shall mean the intended ground surface elevation of Lands upon which Fill is proposed to be placed in accordance with this By-Law;

“Qualified Person” shall mean a person who meets the qualifications as set out in section 5 or 6 of Ontario Regulation 153/04.

“Quality Assurance/Quality Control Program” shall mean a program that is designed to meet the requirements of quality assurance and quality control program under Ontario Regulation 153/04.

“Removal, Remove, or Removed” shall mean the moving of Fill from Land;

“Retaining Wall” shall mean a wall designed to contain and support Fill which has a grade higher than that of adjacent Lands;

“Sediment Control” means a recognized engineering practice to control the movement of eroded soils from a disturbed area;

“Site” shall mean a parcel or parcels of Land altered or proposed to be altered by means of a Site Alteration;

“Site Alteration” shall mean any modification of the grade of Lands through the dumping, placing, grading, removing or excavating of Fill or Soil;

“Soil” has the same meaning as in Ontario Regulation 406/19;

“Stabilization” shall mean ensuring that the finished grade surface is protected by sod, turf, seeding for grass, greenery, or other means, either singly or in combination, to the Township;

“Swale” shall mean a shallow depression in the ground sloping to a place of disposal of surface water for the purpose of providing a method of drainage;

“Topsoil” shall mean those horizons in a soil profile, commonly known as the “O” and “A” horizons, containing organic material and includes deposits of partially decomposed organic matter such as peat. *Municipal Act*, section 142 (1);

“Township” shall mean The Corporation of the Township of Wellington North;

3.0 APPLICATION OF BY-LAW

- 3.1** This By-Law applies to all Land or Lands within the Township and other than those areas which are subject to regulations made under Section 28 of the *Conservation Authorities Act* respecting the placing or dumping of Fill, removal of topsoil or alteration of the grade of Land.

4.0 SITE ALTERATION PROHIBITED

- 4.1** No person shall conduct, undertake, cause, permit or carry out a Site Alteration on any Property or Lands within the Township including the importation or exportation of Fill and Soil except in compliance with the following:
- (a) a permit has been issued under Section 6.0 of this By-law;
 - (b) an exemption applies under Section 5.0 of this By-law;
 - (c) the Township Zoning By-law;
 - (d) the Township Noise By-law;
 - (e) the Township Property Standards By-law;

- (f) the requirements of a conservation authority with jurisdiction; and,
- (g) all other applicable statutes, regulations, policies, and by-laws, including but not limited to Ontario Regulation 406/19, Regulation 347 and the Rules for Soil Management and Excess Soil Quality Standards.

4.2 The prohibition against Site Alteration in Section 4.1 shall include the removal of topsoil for sale, exchange or other disposition.

4.3 No Fill shall be placed or dumped on any Lands for storage purposes unless it is permitted by:

- (a) the applicable Zoning By-Law of the Township; and,
- (b) a written Agreement between the Owner and the Township.

4.4 Any person who undertakes or engages in any Site Alteration or permits Site Alteration not in compliance with this By-law is guilty of an offence.

4.5 Compliance with this By-law does not relieve a person from any responsibility to obtain all other approvals required by any other government agency or authority, or compliance with any other applicable law, with respect to any action covered by this By-law.

5.0 EXEMPTIONS

5.1 Notwithstanding Section 3 of this By-law, the following are exempted from this By-law:

- (a) Activities exempted or prescribed by Federal or Provincial Act or regulation pursuant to Section 14 of the *Municipal Act*;
- (b) Activities or matters undertaken by the Township or a local board of the Township; The County of Wellington; a Conservation Authority; the provincial government; or the federal government, as relates to Lands owned by them in the Township or activities currently under exemption, related but not limited to the establishment or maintenance of utilities and services, municipal infrastructure, roads, bridges, culverts, flood and erosion control facilities, walkways, bicycle paths, fences, retaining walls, parkland, steps and lighting (*Municipal Act*, Section 142 (5)(a));
- (c) Site Alteration undertaken as a condition to the approval of a site plan, a plan of subdivision or a consent under Sections 41, 51, or 53, respectively, of the *Planning Act* or as a requirement of a site plan agreement, subdivision agreement, pre-servicing agreement or Site Alteration agreement entered into under those sections; (*Municipal Act*, Section 142 (5) (b));

- (d) Site Alteration undertaken as a condition to a development permit authorized by regulation made under Section 70.2 of the *Planning Act* or as a requirement of an agreement entered into under that regulation; (*Municipal Act*, Section 142 (5) (c));
- (e) Site Alteration undertaken by a transmitter or distributor, as those terms are defined in Section 2 of the *Electricity Act, 1998*, for the purpose of constructing or maintaining a transmission system or a distribution system, as those terms as defined in that section; (*Municipal Act*, Section 142 (5)(d));
- (f) Site Alteration undertaken on Land described in a license for a pit or quarry or a permit for a wayside pit or wayside quarry issued under the *Aggregate Resources Act*; (*Municipal Act*, Section 142 (5) (e));
- (g) Site Alteration undertaken on Land in order to lawfully establish and operate or enlarge any pit or quarry on Land that has not been designated under the *Aggregate Resources Act* or a predecessor of that *Act*, and on which a pit or quarry is a permitted Land use under a By-Law passed under Section 34 of the *Planning Act*: (*Municipal Act*, Section 142 (5)(f));
- (h) Site Alteration undertaken as an incidental part of drain construction under the *Drainage Act* or the *Tile Drainage Act*; (*Municipal Act*, Section 142 (5)(g));
- (i) The construction, extension, alteration, maintenance or operation of works under Section 28 of the *Public Transportation and Highway Improvement Act*, R.S.O. 1990 c. P.50, as amended;
- (j) Site Alteration undertaken where a building permit has been issued or an order, directive or other requirement by an *inspector* has been made pursuant to the Ontario *Building Code Act, 1992*, S.O. 1992, c. 23, s 8(1), s12(2);
- (k) Any work constituting the tillage of Land pursuant to normal agricultural practices in accordance with the Ministry of Agriculture, Food and Rural Affairs by a bona fide farmer on Lands for which agricultural activities are lawfully permitted;
- (l) The removal of topsoil as an incidental part of a normal agricultural practice including such removal as an incidental part of sod-farming, greenhouse operations and nurseries for horticultural products (*Municipal Act*, Section 142 (6));
- (m) The removal of topsoil as an incidental part of a normal agricultural practice does not include the removal of topsoil for sale, exchange or other disposition; (*Municipal Act*, Section 142 (7)); and,

- (n) Site Alteration for any work where Fill is placed or dumped on Lands (any one Property) for the purpose of lawn dressing, constructing a fence, pool or other accessory structure, landscaping or adding to flower beds or vegetable gardens, in an excavation to the elevation of existing grade following the demolition or removal of a building or structure provided that:
- i) the quantity of Fill does not exceed 100 cubic meters (10 truck loads) within a 12-month period;
 - ii) all other provisions of this By-law are met;
 - iii) there is no alteration to the volume, direction, intensity or form of storm water drainage patterns or cause or may cause an adverse effect on adjacent properties;
 - iv) excavation of Fill having no adverse effects on trees, ground cover, vegetation, watercourses, or stormwater swales and not altering or creating a slope at greater than 8%; and,
 - v) minor landscaping works which are at least 0.3 metres from any property line and do not impact Drainage patterns or cause or may cause an Adverse Effect on neighboring properties.

6.0 APPLICATION FOR PERMIT

6.1.1 No person shall alter a site, remove, place or dump Fill, or cause Fill to be placed or dumped unless a permit is issued pursuant to Section 6.0 of this By-law or the alteration is exempt in accordance with Section 5.0 of this By-law.

6.1.2 No Site Alteration can be divided into two or more Site Alterations for the purpose of avoiding the need to apply for any permit pursuant to this By-law.

6.2 Site Alteration Permit Requirements

The following requirements apply to applications for a permit under Section 6.1 of this By-law:

6.2.1 A complete application in the form prescribed by the Township shall be submitted to the Officer, along with any applicable fee prescribed by the Township fees and charges By-law.

6.2.2 The Owner shall be responsible for any third-party costs and recoveries if an external review is required as determined by the Officer. The third-party cost may be drawn from any deposit provided for under this By-law or any agreement entered into pursuant to this By-law.

6.2.3 Confirmation from the Owner must be submitted confirming that they will be responsible for all activities associated with the Site Alteration and at all times while activities are taking place

6.2.4 Additional conditions may be included in the permit as determined by the Township.

- 6.2.5** All required permits or approvals by any external agency having jurisdiction are required, including but not limited to a Conservation Authority, Wellington Source Water Protection, and the County of Wellington.
- 6.2.6** Submission of an approved haul route including road maintenance obligations for the importation of Fill to or for the removal of Fill from the Property.
- 6.2.7** A site plan prepared by a professional engineer or Ontario Land Surveyor illustrating the following:
- (a) Lot lines showing the boundaries of the Lands subject to the application and existing features such as buildings, laneways, trees, hydro poles, etc, as well as municipal address and legal description;
 - (b) Existing grades of the Lands to accurately describe the topography of the Lands, shown every 0.5 m, where Fill is to be placed including drainage patterns, watercourses, ditches, vegetation, trees and other physical features impacted by the application;
 - (c) Final Finished Grades including the limits of all Fill to be placed on the subject Lands as well as final drainage patterns, trees and vegetation to be removed and replanted upon completion of the work described in the application;
 - (d) Erosion and sediment control and location of temporary topsoil stockpile;
 - (e) Description of the volume of Fill within title blocks in cubic meters, and the area of Land to be subject to Fill placement or removal;
 - (f) Details of mitigation measures to protect sensitive areas on and off site including but not limited to erosion control, surface protection and similar, to ensure no adverse effects on or off the subject Lands;
 - (g) Any other information requested by the Township.
- 6.2.8** A justification report prepared by a Qualified Person (a “**Justification Report**”) outlining in detail the following information:
- (a) The reason or need for the Fill to be placed or Site Alteration proposed under the application.
 - (b) The origin and composition of the Fill to be placed or altered including laboratory analysis and verification that the Fill complies with the applicable standards set in the *Environmental Protection Act* and Ontario Regulation 406/19.

- (c) The work schedule confirming no on-site activity will occur between the hours of 7:00pm and 7:00am, or on any Saturday, Sunday or Statutory Holiday.
- (d) Mitigation measures including but not limited to procedures for use during wind warnings or other weather events identified by Environmental Canada including thunderstorms, flooding or other conditions that could cause an adverse effect.
- (f) An estimate of the cost of remediation work needed to restore the subject Lands to a condition suitable for the Lands and area, and a quality control and assurance program.
- (e) Dust and erosion control measures.
- (f) A haul route for Township's review and approval including:
 - i. A map showing the proposed haul route indicating any barricades or signs; and,
 - ii. The date(s) and time(s) that the haul route will be utilized.

6.2.9 The Owner shall provide the Township with an all-hours, all-days, accessible phone number where Township staff can directly reach the Applicant to address any Highway activity concerns.

6.2.10 The Owner shall provide a security plan of the Site Alteration Property to be approved by the Officer.

6.2.11 The Owner shall provide the Township security as follows:

- (a) In a form acceptable to the Township equal to the sum of the estimate provided in Section 6.2.8(e) of this By-law and the applicable road damage security deposit as shown in the Township's current Fees and Charges By-law.
- (b) The security will be confirmed by the Township in the agreement to be executed between the parties pursuant to Section 6.3.6 of this By-law.
- (c) The security deposit shall be replenished in full by the Owner within 30 days of it being drawn on by the Township.
- (d) If the permit expires or is revoked, the security is to remain in effect until the Lands are restored to a condition acceptable to the Township.

- (e) The security may be used to remedy any breach of this By-law, a permit under this By-law, or an agreement entered into pursuant to this By-law, and may be drawn on by the Township at its sole discretion, and, without limiting the generality of the foregoing, such security may be used to return the Land to a condition satisfactory to the Officer and to pay any outstanding amounts owed by the Owner that relate to the permit.

6.2.12 Where the Site Alteration will involve the importation of Fill from off-site, documentation is to be provided to the Township to the satisfaction of the Officer including but not limited to:

- (a) The volume of Fill being imported from off-site in cubic metres;
- (b) Documentation that the Fill complies with the parameters as set out in Section 6.0 of this By-law;
- (c) Documentation pertaining to the collection and laboratory analysis of samples of the Fill;
- (d) Documentation setting out the evaluation of the Fill sample results;
- (e) Documentation providing compliance with Quality Control and Quality Assurance Program;
- (f) Source site confirmation;
- (g) A Justification Report prepared by a Qualified Person is required to be submitted demonstrating the need for the proposed volume of Fill being imported to the site; and,
- (h) Documentation demonstrating that the proposed Site Alteration meets the definition of Beneficial Purpose.

6.2.13 If site-specific standards for Soil quality acceptance have been developed using the MECP's BRAT, a copy of the BRAT model input and output and a signed statement by the Qualified Person that prepared the BRAT model must be submitted.

6.2.14 If site-specific standards for Soil quality acceptance have been developed using a risk assessment pursuant to the requirements in the Rules for Soil Management and Excess Soil Quality Standards, a copy of the risk assessment and a signed statement by the Qualified Person that prepared the risk assessment model must be submitted.

6.2.15 A Site Alteration and Fill Management Plan prepared by a Qualified Person.

6.3 Site Alteration Permit

In addition to the requirements under Section 6.2 of this bylaw, the following outlines the general factors to be considered by the Township when determining whether a permit may be issued pursuant to Section 6.1:

- 6.3.1** The cumulative volume of Fill over a two (2) year period:
- i) Exceeds 2,000 cubic meters (200 truckloads);
 - ii) Change in grade is 2.0 meters or less above or below existing grade;
 - iii) Does not alter more than 5 hectares in area of the subject Lands; or,
 - iv) Does not alter more than 25% of the total area of the subject Lands.
- 6.3.2** The Justification Report required in Section 6.2.8 is complete and upon analysis by the Township contains sufficient information to ensure the proposed Site Alteration will have no Adverse Effect on the subject or surrounding Lands and will otherwise comply with this By-law.
- 6.3.3** The Township has provided thirty (30) days written notice to owners of Land within 120 meters of the subject Lands describing the Lands subject to the proposed application for Site Alteration, where additional information can be obtained on the Township website, or in the municipal office, and the date the Township intends to issue a permit under Section 6.5.
- 6.3.4** The Township at its sole discretion may, at the expense of the Owner, engage a Qualified Person to peer review any Justification Report provided under Section 6.2.8. The cost of any such peer review may be drawn from any deposit provided for under this By-law or any agreement entered into pursuant to this By-law.
- 6.3.5** The minimum standards outlined in Section 7.0 of this By-law are met.
- 6.3.6** An agreement shall be executed between the Owner of the Lands subject to Fill or Site Alteration, such other persons as the Township may reasonably require, including an Applicant, security holder or other interest holder, and the Township prescribing, among other matters, required work under the applicable permit, completion date, terms regarding security required under this By-law and other issues of compliance and performance applicable under the Agreement. The Agreement may, at the sole discretion of the Township, be registered on title and, in the event of registration, shall be released from title upon successful completion of all required work as outlined in the permit and at the direction of the Officer. The requirements of an agreement under this By-law may include the following:
- (a) Road maintenance obligations, such that any highway or roadway utilized for purposes of the Site Alteration be maintained in a dust/silt/mud/rock free condition and maintained in a good state of repair, free from ruts, potholes, mud-tracking, loose debris, etc. and otherwise to the satisfaction of the Township.

- (b) When Site Alteration occurs at a property fronting a gravel surface road, or includes gravel surface roads in the haul route, considerations for extra maintenance effort to maintain the roadway to the Satisfaction of the Township.
- (c) The utilization of a street-sweeper or equivalent on a daily basis to clean the haul route of any tracked debris and regular monitoring for any larger foreign objects.
- (d) That the Township may require additional sweeping depending on Site Alteration operations and construction material tracking on road.
- (e) An acknowledgement that the Owner is responsible for the cost associated to undertake any road repairs or maintenance, including any call out time for Township staff and associated equipment and materials.
- (f) That the Township shall be entitled to recover its costs, and to draw on any deposit provided for that purpose, in respect of:
 - i. Administering this By-law;
 - ii. Road repairs and other maintenance projects related to or caused by the Site Alteration; and,
 - iii. Engagement of lawyers, engineers, hydrologists, environmental consultants, arborists, landscapers or any other consultant that the Township considers reasonable in order to evaluate studies and/or agreements and to provide assistance to the Officer throughout the Site Alteration process, including, but not limited to, peer review, quality control/assurance, inspection, sampling, borehole testing and operational compliance review.
- (g) That, in the event the Township draws on any such deposit, that such deposit shall be replenished within thirty (30) days.
- (h) That the Township shall be entitled to require the provision of further security in the event of any change in circumstances that reasonably requires the provision of further security.
- (l) That the Owner indemnifies the Township for any liability, costs, damages or losses incurred directly or indirectly caused by the issuance of a permit or signing of a Site Alteration Agreement and to provide Insurance, if deemed necessary, to the satisfaction of the Township.

6.4 Major Site Alteration Permit

6.4.1 An application shall be considered an application for a “**Major Site Alteration Permit**” where:

- (a) the proposed cumulative volume of Fill over a two (2) year period exceeds or will exceed 10,000 cubic meters (1,000 truckloads);
- (b) the proposed change in grade is 3.0 meters or less above or below existing grade; or,
- (c) the proposed Site Alteration area is greater than 1 hectare in Land size.

6.4.2 Applications for a Major Site Alteration Permit shall be referred to Township Council and the decision as to whether a Major Site Alteration Permit shall be issued shall be made by Township Council and shall not be made by an Officer. Notwithstanding the foregoing, all other provisions of this By-law shall apply to an application for a Major Site Alteration Permit.

6.5 Approval and Refusal of Permit

6.5.1 The decision process for a Site Alteration permit is as follows:

- (a) Once a complete application has been received, all property owners within a 120-meter radius of the subject Property shall be notified by regular mail to the person last shown as owner on the last revised assessment roll of the Township of the details of the proposed Site Alteration;
- (b) All Site Alteration Applications shall be subject to a 30-day comment period commencing when notification is sent pursuant to Sections 6.3 and 6.5 of this By-law;
- (c) All Site Alteration Applications shall be subject to a staff review of public comments received which may form part of the Site Alteration Agreement and may include conditions not described in this By-law;
- (d) A legal agreement in accordance with Section 6.3.6 shall be executed, which may be registered on title and released from title upon successful completion of all required work as outlined in the permit and at the direction of the Township;
- (e) Security shall be provided to the Township in a form and amount to be determined in accordance with this By-law and the Township's current Fees and Charges by-law;

- (f) The Site Alteration permit shall be provided to the Owner by the Township in writing and posted on the Township website; and,
- (g) The Officer may require that a Site Alteration Application other than a Major Site Alteration application be considered by the Council prior to final approval.

6.5.2 The Officer or Council shall issue a permit to any person who meets the requirements of this By-law, except where:

- (a) the past conduct of the Owner or Applicant, including the past failure to comply with applicable laws, affords the Officer or Council reasonable grounds to believe that the Owner or Applicant will not carry out the Site Alteration in accordance with this By-law or any applicable laws;
- (b) the Officer or Council reasonably believes that the issuing of a permit to the Applicant might be adverse to the public interest;
- (c) the Property subject to the application is located within an environmentally sensitive area;
- (d) the Property is subject to any order made pursuant to:
 - i. any Township by-law;
 - ii. the *Building Code Act, 1992*, or any regulations made under it;
 - iii. the *Fire Protection and Prevention Act, 1997*, or any regulations made under it.
- (e) the Property is not in compliance with the Township's Zoning by-law;
- (f) the Owner or Applicant is indebted to the Township by way of fines, penalties, judgements or outstanding property taxes; or,
- (g) the proposed Site Alteration will likely result in adverse effects either to the Property or the surrounding area.

6.5.3 If the Applicant's permit application is refused, the Applicant shall be informed in writing of the reasons for the refusal.

6.5.4 The application may be reconsidered, if additional information or documentation required by the Officer is submitted by the Applicant.

7.0 MINIMUM STANDARDS

- 7.1** Every person who places or dumps Fill, or causes Fill to be placed or dumped, or alters the grade of Land, including removal of Fill, shall:
- (a) notify the Township Infrastructure Services within forty-eight hours of commencing such activity.
 - (b) construct a Retaining Wall if required by an Officer, if the existing or finished grade at a property line involves a slope steeper than 3:1, which shall be constructed to the satisfaction of the Township and which does not encroach upon abutting Lands, either above or below existing or finished grade, and which is not so high as to have a significant negative impact on abutting and other Lands; Officer may require that a retaining wall be constructed where:
 - i. erosion of Fill on to abutting Lands may occur; or,
 - ii. the existing or finished grade of the Lands at the property line is higher than that of the existing or finished grade of the abutting Lands.
 - (c) ensure that the finished grade surface is protected by sod, turf, seeding of grass, greenery, asphalt, concrete or such other material as an Officer may approve, either singly or in combination;
 - (d) ensure that the Fill is not placed around the perimeter of any existing building to an elevation higher than the elevation specified by the Ontario Building Code below the top of foundation of such building, unless such building and its foundation walls are altered in a manner satisfactory to the Officer;
 - (e) ensure that no trench in which piping is laid forming part of the piped drainage system is covered and backfilled until the work has been inspected and approved by the Officer;
 - (f) provide such protection for trees with a caliper greater than seventy-five (75) millimetres as may be required by an Officer;
 - (g) comply with all conditions imposed in any permit;
 - (h) repair any siltation or erosion damage to adjoining Lands and drainage pathways resulting from the Site Alteration;
 - (i) ensure that all Fill used is clean and free of rubbish, rubber, plastics, metals, glass, garbage, termites, organic material, liquid or solid and/or toxic chemicals, and other Contaminants or related waste and for this purpose the Officer may require Contaminant testing of the Fill to be placed or dumped be conducted by, or at the expense of the Owner; and,

- (j) ensure that Fill is placed or dumped in such a manner and any Retaining Wall supporting such Fill is erected in such a manner that no ponding is caused on the subject Lands or abutting and other Lands and that adequate provision is made to proper surface storm water drainage.

8.0 ABANDONMENT, EXPIRY, RENEWAL, TRANSFER, REVOCATION, AND CLOSURE OF PERMITS

8.1 Abandoned Application

- (a) An Application for a permit will be deemed abandoned and the Application and respective file will be closed, where a period of twelve (12) months has elapsed during which:
 - i. The Applicant applying for a permit has not provided all information, documents, fees and deposits as required by the Officer including any new submissions that may be required;
 - ii. The Application has been placed on hold or in abeyance; or,
 - iii. The Application has not seen meaningful progress through submissions toward the issuance of a permit.

8.2 Expiry

- (a) A permit for all types of Site Alteration will be issued for a period of two years and expires on the date set out in the permit unless otherwise specified as a condition of the permit.

8.3 Transfer

If title to the Property for which a permit has been issued under this By-law is transferred while the permit is in effect, the permit shall be automatically revoked unless the new Owner, prior to the time of the transfer, enters into an agreement with the Township by which it, and such other persons as the Township may reasonably require, including an Applicant, security holder or other interest holder, agrees to comply with all Conditions under which the Permit was issued and agrees to be bound by all provisions of any agreement entered into pursuant to Section 6.3.6 of this By-law.

8.4 Revocation

- (a) An Officer may at any time and without notice revoke a permit for any of the following reasons:
 - i. It was obtained based on mistaken, false or incorrect information;
 - ii. It was issued in error;
 - iii. The Owner and/or permit holder request in writing that it be revoked;
 - iv. The terms of an agreement or permit under this By-law have not been complied with;

- v. The permit holder is unwilling or unable to comply with the Conditions of an order;
- vi. The Land has been transferred and the new Owner has not complied with the requirements under this Section of the By-law; or,
- vii. Officer is of the opinion that the Alteration has resulted or will likely result in adverse effects to the Property and surrounding area.

(b) Notwithstanding the revocation or expiry of the permit, the Township may draw upon any security provided to address any damages.

8.5 Renewal

An Applicant or Owner may submit a request to the Officer for a renewal of a permit if the only change from the initial Application and Conditions is the timeline and expiry date.

8.6 Closure

(a) Every Owner shall satisfy all Conditions of an issued permit, even if the permit is expired, and shall also provide the Township with the following at the discretion of the Officer:

- i. A letter from a Qualified Person confirming that any importation of Fill was in compliance with the *Environmental Protection Act* and O. Reg 406/19.
- ii. A complete final topographic survey confirming the Approved Grade; and,
- iii. Proof of completion of all permit Conditions.

(b) A permit is considered closed when all Conditions, orders and provisions of this By-law related to the permit have been fulfilled to the satisfaction of the Officer, at which time all unexpended deposits and securities held by the Township shall be released to the person having made such deposit or provided such security unless an agreement specifies otherwise.

9.0 ORDER TO DISCONTINUE ACTIVITY

9.1 Pursuant to Section 444 (1) of the *Municipal Act*, if an Officer has reasonable grounds to believe that a contravention of this By-law has occurred, the Officer may make an order requiring the person who contravened this By-law, or who permitted or caused the contravention, or the Owner or occupier of the Land on which the contravention occurred, to discontinue the contravening activity. An order under this section shall set out:

- (a) the municipal address and/or legal description of the Land;
- (b) reasonable particulars of the contravention; and,

- (c) the date or period of time within which there must be compliance.

10.0 WORK ORDER

10.1 Pursuant to Section 445 (1) of the *Municipal Act*, if an Officer has reasonable grounds to believe that a contravention of this By-law has occurred, the Officer may make an order requiring the person who contravened this By-law, or who caused or permitted the contravention, or the Owner or occupier of the Land on which the contravention occurred, to do work to correct the contravention. An order under this section shall set out:

- (a) the municipal address and/or legal description of the Land;
- (b) reasonable particulars of the contravention and the work to be done and the period within which there must be compliance with the order; and,
- (c) a notice stating that if the work is not done in compliance with the order within the period it specifies, the Township may have the work done at the expense of the Owner.

11.0 WORK DONE BY MUNICIPALITY

11.1 If the work required by an order pursuant to Section 10.0 of this By-law is not done within the specified period, the Township, in addition to all other remedies it may have, may do the work at the Owner's expense and may, together with its employees, agents, contractors, or consultants, enter upon Land, at any reasonable time, for that purpose pursuant to section 446 of the *Municipal Act*.

11.2 Where the Township enters upon the Land pursuant to Section 11.1 the cost of the work completed by the Township, subject to the provisions of Section 11.0 of this By-law, shall become a charge upon the Lands and such cost to be recovered in accordance with Section 446 (3) to the *Municipal Act* and the Township may recover the cost of the work from the person to whom the order was made.

11.3 The Township shall not be required to undo any remedial work and the Township shall not be required to provide compensation as a result of doing any remedial work undertaken pursuant to this By-law.

12.0 SERVICE OF AN ORDER

12.1 If the Township;

- (a) issues any order pursuant to this By-law; or,

- (b) intends to enter the Lands that are subject to a Permit to conduct remedial work; then the order or notice of intention to enter the Lands, as the case may be, shall be served on the Owner of the Property personally, by prepaid registered mail to the last known address of the Owner of the Lands, or by email communication.
- 12.2** Unless otherwise provided herein, all orders and notices pursuant to this By-law shall be made in writing and shall be deemed effective:
- (a) on the date on which the notice is delivered to the person to whom it is addressed;
 - (b) on the date the notice is sent by email communication; or,
 - (c) on the fifth day after the notice has been sent by registered mail to the person's last known address.
- 12.3** The Township may place a placard containing the terms of the work order or of the notice of intention to enter the Lands in a conspicuous location on the Lands and may enter the Lands for this purpose.
- 12.4** The Township will not enter the Lands to conduct remedial work until notice of its intention has been given under Section 11.1 or 11.2 of this By-law unless the giving of such notice would result in an immediate danger to the health or safety of any person.
- 13.0** **RECOVERY OF COSTS**
- 13.1** Costs incurred by the Township arising from any default or failure to perform the obligations and requirements under this By-law, including under Section 6.2.2 and 10.0, or an agreement entered into pursuant to Section 6.3.6, plus interest accrued to the date payment is made at the rate of fifteen percent (15%) per annum or such lesser rate as may be approved by the Township, will be recoverable from the Owner of the Lands by action or in like manner as taxes pursuant to the provisions of Section 446 of the *Municipal Act*.
- 13.2** Cost incurred by the Township as set out in Section 13.1 of this By-law including interest as the prescribed rate, are a lien on the Lands upon registration in the proper land registry office of a notice of lien pursuant to Section 446 (6) of the *Municipal Act*.
- 13.3** The lien is in respect of all costs that are payable at the time the notice is registered plus interest at the prescribed rate and accrued to the date payment is made.
- 13.4** Upon payment of all costs payable plus interest accrued to the date of debt retirement being paid, a discharge of the lien shall be registered by the Township in the proper land registry office of a notice of lien pursuant to Section 446 of the *Municipal Act*.

14.0 POWER OF ENTRY

- 14.1** An Officer or an employee or agent of the Township may, at any reasonable time enter and inspect any Lands to determine whether this By-law, an order or direction under this By-law or a work order under Section 431 of the *Municipal Act*, is being complied with pursuant to Section 436 of the *Municipal Act*.
- 14.2** The power of entry under this section does not allow a municipality to enter any buildings.

15.0 OBSTRUCTION

- 15.1** Every person who hinders or obstructs, or attempts to hinder or obstruct, any person exercising a power or performing a duty pursuant to this By-law is guilty of an offence as provided in Section 426 of the *Municipal Act*.

16.0 ENFORCEMENT

- 16.1** The administration and enforcement of the By-law shall be performed by the Township, and by persons authorized by the Township as may be appointed by By-law of the Council of the Township.
- 16.2** The cost of enforcement, including the professional and administrative expenses of the Township shall be at the expense of the Owner and the Township may recover the expenses incurred in so doing by action or the same may be recovered in like manner as municipal taxes, as provided for in Section 13.
- 16.3** Pursuant to Section 436 of the *Municipal Act*, including for the purposes of an inspection, an Officer may:
- (a) enter upon Land at any reasonable time without a warrant;
 - (b) alone or in conjunction with a person possessing special or expert knowledge, make examinations or take tests, samples or photographs necessary for the purposes of the inspection; and,
 - (c) require the production for inspection of documents or things including drawings or specifications that may be relevant to the Land.
- 16.4** In the event a sample is taken pursuant to Section 16.3 (b), the procedures set out in Section 436 of the *Municipal Act* will be followed.

17.0 OFFENCE AND PENALTY

- 17.1** Every person who contravenes:
- (a) any provision of this By-law;

- (b) any term of a permit issued pursuant to this By-law; or
- (c) an order issued under this By-law

is guilty of an offence and upon conviction is liable to the penalties provided for in this By-law and provided for in the *Provincial Offences Act* R.S.O. 1990 c.P.33, as amended.

17.2 If an order has been issued under this By-law, and the order has not been complied with, the contravention of the order shall be deemed to be a continuing offence for each day or part of a day that the order is not complied with.

17.3 Every person who is guilty of an offence under this By-law shall be subject to the following penalties:

- (a) Upon a first conviction under this By-law, to a fine of not less than \$500.00 and not more than \$50,000 per offence
- (b) Upon a second or subsequent conviction under this By-law to a fine of not less than \$500.00 and not more than \$50,000 per offence.
- (c) Upon conviction for a continuing offence under this By-law shall be subject to a fine of not less than \$500 and not more than \$10,000 for each day or part of a day the offence continues up to a maximum of \$100,000 per continuing offence.

17.4 When a Person has been convicted of an offence under this By-law, the Ontario Court of Justice or any Court of competent jurisdiction thereafter may, in addition to any other penalty or remedy imposed on the Person convicted, make an order:

- (a) Prohibiting the continuation or repetition of the offence by the Person convicted; and/or,
- (b) Requiring the Person convicted to remove material from, repair or rehabilitate, at the convicted Person's expense, a Property or undertaking to achieve compliance with this By-law within such reasonable time as the Court orders.

17.5 The Township may recover its costs of remedying a violation of this By-law by invoicing the Owner, by instituting court proceedings, by adding the costs, including interest, to the tax roll, or by the exercise of any other available remedy.

18.0 ORDER UPON CONVICTION

18.1 Pursuant to Section 431 of the *Municipal Act*, if an Owner or other person is convicted of an offence for contravening this By-law or an order under Section 9.0 or Section 10.0, the court in which the conviction has been entered, and any court of competent jurisdiction thereafter may order the Owner or other person, in such manner and within such period as the Court considers appropriate:

- (a) to rehabilitate the Land;
- (b) to remove the Fill dumped or placed contrary to this By-law; or,
- (c) to restore the grade of the Land to its original condition.

19.0 ASSISTANCE FOR OFFICER

19.1 An Officer shall have the right to confer with staff of the Township and/or retain consulting services for the purposes of determining whether the requirements of this By-law or a permit or order thereunder have been complied with, and to assist with the administration of the By-law; costs attributed to these services shall be paid for by the Owner.

20.0 CONFLICTING LEGISLATION

20.1 Where there is any conflict between the provisions of this By-law and any of the provisions of the *Municipal Act*, as amended, the provisions of the *Municipal Act*, shall prevail to the extent of the conflict.

21.0 VALIDITY AND SEVERABILITY

21.1 It is hereby declared that notwithstanding any section, subsections, clause, paragraph or provision of the By-law or parts thereof, may be declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or beyond the powers of Council to enact, such section or sections or parts thereof shall be deemed to be severable and shall not effect the validity or enforceability of any other provisions of this By-law as a whole or part thereof and all other sections of this By-law shall be deemed to be separate and independent there from and enacted as such;

21.2 Whenever any reference is made in this By-law to a statute of the Legislature of the Province of Ontario, such reference shall be deemed to include all subsequent amendments to such statute and all successor legislation to such statute.

22.0 FORCE AND EFFECT

22.1 This By-law shall take effect and come into force and effect upon final passage hereof.

- 22.2** The provisions of this By-law shall not apply to Site Alterations undertaken prior to the final passing of this By-law. For greater certainty:
- (a) any Site Alteration carried out following the final passing of this By-law shall be undertaken in compliance with all of the provisions of this By-law, including, for greater particularity, the requirement that a permit be obtained; and,
 - (b) any continuation of a Site Alteration commenced prior to the final passing of this By-law shall require a permit in respect of that portion or stage of the Site Alteration carried out following the final passing of this By-law.

READ AND PASSED THIS 16TH DAY OF DECEMBER, 2024

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

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

BY-LAW NUMBER 112-2024

BEING A BY-LAW TO ADOPT A BUDGET INCLUDING ESTIMATES OF ALL SUMS REQUIRED DURING 2025 FOR OPERATING AND CAPITAL, FOR PURPOSES OF THE MUNICIPALITY.

AUTHORITY: *Municipal Act, 2001, S.O. 2001, Chapter 25, as amended, Section 290.*

WHEREAS the *Municipal Act, 2001*, requires that the Council of a local municipality shall in each year prepare and adopt a budget including estimates of all sums required during the year for the purposes of the municipality;

AND WHEREAS the Council of the local municipality may require that the current year's estimates of every board, commission, or other body for which the Council is required to levy a tax rate or provide money, be submitted to the Council each year;

AND WHEREAS the Council of the Corporation of the Township of Wellington North has in accordance with the Municipal Act considered the estimates of all sums required during the year, including the estimates of all its boards, commissions, and other bodies;

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

1. **THAT** the estimates of the Corporation of the Township of Wellington North as set out in Schedule "A" and Schedule "B" attached hereto and forming part of this by-law be adopted; and
2. **THAT** this by-law this by-law shall come into force immediately on its passage.

READ AND PASSED THIS 16TH DAY OF DECEMBER, 2024

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

TOWNSHIP OF WELLINGTON NORTH
2025 OPERATING BUDGET (By Account Groupings)
BY-LAW 112-24
SCHEDULE "A"

	2023 BUDGET	2024 BUDGET	2025 BUDGET	NET BUDGET CHANGE	
				\$	%
REVENUE					
General Expenses/revenues (Surplus fwd)	-	-	-	-	0.0%
Tax Levy Requirement	9,011,968	9,646,763	10,723,018	1,076,255	11.2%
PIL'S and Supplementary Taxes	469,170	538,337	598,420	60,083	11.2%
OMPF Allocation	1,277,500	1,300,600	1,483,600	183,000	14.1%
Tax Write/Offs	(93,200)	(93,200)	(65,000)	28,200	-30.3%
Grants and Subsidies	84,000	69,000	70,600	1,600	2.3%
Municipal Recoveries	155,500	159,000	165,000	6,000	3.8%
Licences, Permits and Rents	653,276	748,966	755,666	6,700	0.9%
Fines and Penalties	125,000	130,000	160,000	30,000	23.1%
User Fees and Charges	6,075,207	6,343,081	6,381,696	38,615	0.6%
Sales Revenue	67,870	64,350	86,877	22,527	35.0%
Other Revenue	282,550	626,281	724,175	97,894	15.6%
Internal Recoveries	646,730	795,210	738,570	- 56,640	-7.1%
Capital Project Recovery	-	-	-	-	0.0%
Transfer from Reserves/Reserve Funds	883,151	676,097	480,465	- 195,632	-28.9%
Total Revenue	19,638,722	21,004,485	22,303,087	1,298,602	6.2%
EXPENDITURES					
Salaries, Wages and Employee Benefits	6,330,818	6,944,518	7,332,984	388,466	5.6%
Long Term Debenture Charges	821,540	810,481	565,253	- 245,228	-30.3%
Materials, Supplies and Equipment	3,635,550	3,924,230	4,010,155	85,925	2.2%
Contracted Services	2,178,410	2,282,942	2,768,110	485,168	21.3%
Rents, Insurance and Financial Expenses	673,980	680,925	713,068	32,143	4.7%
External Transfers	76,150	75,100	336,437	261,337	348.0%
Internal Charges	646,760	795,210	738,545	- 56,665	-7.1%
Total Expenditures	14,363,208	15,513,406	16,464,552	951,146	6.1%
Net Revenue Before Transfers	5,275,514	5,491,079	5,838,535	215,565	4.1%
Transfer to Reserves	1,871,409	1,984,609	1,433,923	- 550,686	-27.7%
Transfer to Reserve Fund	5,000	5,000	5,000	-	0.0%
Transfer to Capital Fund	3,399,105	3,501,470	4,399,612	898,142	25.7%
Surplus (for transfer to reserves - Estimated)	-	-	-	-	0.0%
	5,275,514	5,491,079	5,838,535	347,456	6.3%
Net Operating Surplus (Deficit)	-	-	-	-	-

Tax Levy Increase	1,076,255
% Tax Levy Change	11.16%
% Organic Growth	7.89%
% Tax Levy Impact	3.27%

TOWNSHIP OF WELLINGTON NORTH
2025 CAPITAL BUDGET
BY-LAW 112-24
SCHEDULE "B"

	2023 BUDGET	2024 BUDGET	2025 BUDGET
Project Expenditures			
Council Directed Projects	-	-	-
20in20 Initiatives	-	-	-
Development Projects	-	-	-
Roads & Drainage	4,601,238	5,703,945	7,874,943
Waterworks	988,081	484,557	908,419
Sanitary Sewers	511,081	434,556	646,699
Fleet	-	930,000	865,000
Parks & Recreation	1,420,000	806,950	934,500
Fire	504,500	160,000	76,000
Admin & Property	489,603	932,000	1,344,180
Cemetery	49,849	20,000	21,080
Arthur Wastewater Treatment Plant – Phase 2 Upgrade	-	13,500,000	-
Total Expenditures	8,564,352	22,972,009	12,670,821
Funding			
Revenue (levy, user fees, etc)	3,359,105	3,531,471	4,444,612
Grants	1,030,775	1,074,123	58,500
Devt Chrgs & Reserves	1,735,301	1,873,852	4,843,679
Developer Contributions	120,000	22,500	1,124,564
External Debt	-	-	-
Gas Tax	340,000	1,287,768	514,360
Sustained OCIF	1,979,171	1,682,295	1,685,106
Unfunded Amounts	-	-	-
Arthur Wastewater Treatment Plant – Phase 2 Upgrade	-	13,500,000	-
Total Funding	8,564,352	22,972,009	12,670,821

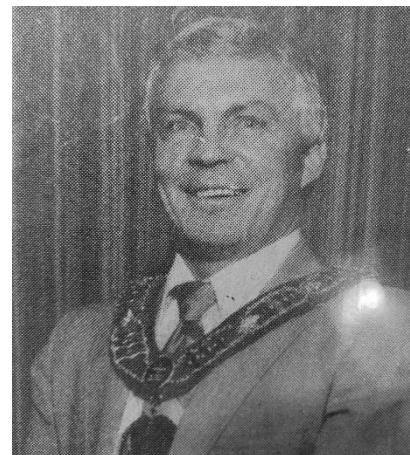


CULTURAL MOMENT FOR DECEMBER 2, 2024 CELEBRATES HAROLD 'TOAD' REEVES

Harold 'Toad' Reeves is a name that resonates deeply with the residents of Wellington North, particularly in Mount Forest. Born on July 1, 1937, Toad was the sixth of fourteen children in the Reeves family. Despite his small size at birth, which earned him the nickname 'Toad,' he grew up to be a significant figure in the community.

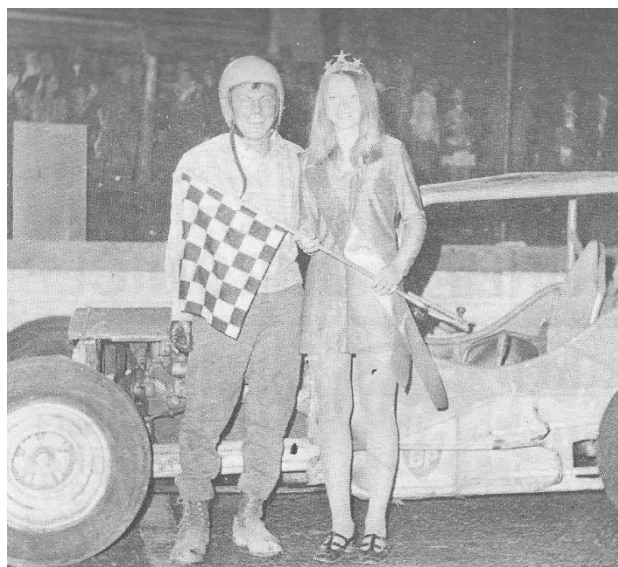
Toad's early years were filled with typical childhood adventures, including joining the Boy Scouts and spending countless hours playing hockey and baseball. He was often seen riding his bike to various fishing spots with his friends. His involvement in the family business, Reeves Construction, began at a young age, and by 18, he was named superintendent of bridge building.

In 1955, Toad married Marion Noreen Weber, and together they had three children: Katherine, Michael, and James.



Harold 'Toad' Reeves

In 1963, tragedy struck at a job site in Hepworth while pouring footings for a bridge. Hydropower jumped 14 feet and hit the crane, causing immediate electrical shock to Toad and another worker. The power hit Toad in the chest, resulting in the amputation of his arm. He was fitted with a heavy artificial spring-back arm and endured years of insurmountable pain. Despite this, Toad continued to build bridges and work with the family, adoring his children and grandchildren, and becoming more involved in the community and sports. He was a founding member of the Mount Forest Drifters snowmobile club, part of the award-winning WOAA Intermediate hockey team, and an umpire in men's baseball.



Toad Reeves, 1970 Champion, with 1970 Speedway Queen Diane Bryan.

In the mid-60s, Toad raced go-karts at Hillers and Cromwells, the Mount Forest go-kart track, always managing to outpace his opponents with his fearless driving. From the late 60s to the 70s, with the ingenuity of Ray Spencer, Toad and his legendary racing team – the Mount Forest Connection – raced to victory at almost every event. They traveled across southwestern Ontario, racing on both dirt and pavement tracks. Former racers recall the helpful, hard-working crew and their innovative designs and adaptations of motors and car chassis. Toad, a one-armed race car driver, trailblazed for people with disabilities in sports. He operated his vehicle, including the legendary bee bomber called the Flintstone Flyer, using a spindle hand mount to move the steering wheel with his artificial arm and hand. Nothing could stop him. One night, during a long endurance race, the

power steering failed on the second lap. Toad managed to maneuver the car without power steering, not only finishing but winning the race, despite severe injuries to his good hand.

In 1974, Toad was elected to town council and fought for many issues on behalf of his constituents. In 1976, he was elected mayor and was involved in the police commission, bringing Westinghouse (now the Cooley Group) to Mount Forest, and spearheading the town's economic development. In 1982, he was elected to county council and played a key role in building the new Mount Forest Fire Hall. He served on various committees, including finance, legislation, bylaws, and PUC liaison. He was also the town's representative on the North Wellington Landfill Site committee and the economic development appointee.

Toad was instrumental in preventing school closures in Arthur, Palmerston, Fergus, and Mount Forest. He suggested building their own schools and an entire school board for the area if closures occurred. In 1984, he helped establish the North Wellington Advisory Group (now Community Resource Group), which changed social programming in Wellington North for years to come. This group identified needs and resources for families, individuals with disabilities, housing, and more, securing provincial funding for much-needed programs in rural areas.

Toad was also involved in developing the White Bluffs area, including Oakview Crescent, which opened on December 2, 1976. During his time in office, Toad was respected and loved by both his supporters and opponents. In his spare time, he enjoyed coaching and spending time with his family, often visiting McGinty's for ice cream with his grandchildren.



Marion and Harold Reeves.

In 1981, Toad began building the Forest Court Medical Centre on Main Street North, which was completed in 1985. It was the first of its kind in Mount Forest and is now home to multiple commercial businesses. Harold Reeves passed away suddenly on May 15, 1986, at Louise Marshall Hospital from a heart attack at 48 years old. This hard-working, often impetuous man who chose nontraditional paths was one of the most unique individuals, and his life and work touched everyone in Mount Forest in some way. Toad will always be remembered as a person who gave his undivided attention, remembered who you were, and listened when you spoke. It is only fitting that we celebrate someone like Toad Reeves, an admirable fighter both personally and professionally. In an article by Dave Wenger, publisher of the Mount Forest Confederate, he was described as "A lion of a man" – a fitting tribute to a man whose courage stayed with him until his unfortunate passing.

Submitted by Trina Reid, Wellington North Cultural Roundtable

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

BY-LAW NUMBER 113-2024

**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
DECEMBER 16, 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 December 16, 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 16TH DAY OF DECEMBER, 2024.

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK