

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
AGENDA OF REGULAR COUNCIL MEETING – FEBRUARY 24, 2025 AT 7:00 P.M.
MUNICIPAL OFFICE COUNCIL CHAMBERS, KENILWORTH
HYBRID MEETING - IN PERSON AND VIA WEB CONFERENCING**

HOW TO JOIN

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

Please click this URL to join. <https://us02web.zoom.us/j/88625245405>

Or join by phone:

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

Webinar ID: 886 2524 5405

PAGE #

CALLING TO ORDER

ADOPTION OF THE AGENDA

Recommendation:

THAT the Agenda for the February 24, 2025 Regular Meeting of Council be accepted and passed.

DISCLOSURE OF PECUNIARY INTEREST

O’CANADA

COUNTY COUNCIL UPDATE

Steve O’Neill, County Councillor, Ward 4

PRESENTATIONS

- | | |
|---|-----|
| 1. Maitland Valley Conservation Authority, Phil Beard, General Manager-
Secretary Treasurer, and Ed Podniewicz, Council Representative | 001 |
| • 2025 Draft Budget | |

RECESS TO MOVE INTO MEETINGS UNDER THE PLANNING ACT

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North recess the February 24, 2025 Regular Meeting of Council at : p.m. for the purpose of holding meetings under the Planning Act.

COMMITTEE OF ADJUSTMENT

- A01/25 Minor Variance – 12375521 Canada Incorporated (335 Smith St)
- A02/25 Minor Variance – 12375521 Canada Incorporated (341 Smith St)

PUBLIC MEETING

- ZBA 19/24 Township of Wellington North (MF Pool)
- ZBA 02/25 Cachet Developments (Arthur) Inc. (321 Domville St)

RESUME REGULAR MEETING OF COUNCIL

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North resume the February 24, 2025 Regular Meeting of Council at : p.m.

PASSAGE OF BY-LAWS ARISING FROM PUBLIC MEETING

- a. By-law Number 003-2025 being a by-law to amend By-law 66-01, being a Zoning By-law for the Township of Wellington North. (Wellington Plan Town of; Mount Forest S Princess St; McDonalds Survey Pt Park; Lots 10 to 12 RP 61R7789; Parts 6 to 8 RP 61R21401 with a civic address of 850 Princess Street) 011

Recommendation:

THAT By-law Number 003-2025 being a by-law to amend By-law 66-01, being a Zoning By-law for the Township of Wellington North be read and passed. (Wellington Plan Town of; Mount Forest S Princess St; McDonalds Survey Pt Park; Lots 10 to 12 RP 61R7789; Parts 6 to 8 RP 61R21401 with a civic address of 850 Princess Street)

QUESTIONS ON AGENDA ITEMS (REGISTRATION REQUIRED)

ADOPTION OF MINUTES OF COUNCIL AND PUBLIC MEETING

- 1. Regular Meeting of Council, February 10, 2025 014
- 2. Public Meeting, February 10, 2025 023

Recommendation:

THAT the minutes of the Regular Meeting of Council and the Public Meeting held on February 10, 2025 be adopted as circulated.

BUSINESS ARISING FROM PREVIOUS MEETINGS OF COUNCIL

ITEMS FOR CONSIDERATION

- 1. MINUTES
 - a. Mount Forest Chamber of Commerce Board Meeting, January 14th, 2025 026

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Mount Forest Chamber of Commerce Board Meeting held on January 14th, 2025.

- b. Mount Forest Aquatics Ad-Hoc Advisory Committee, January 21, 2025 028

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Mount Forest Aquatics Ad-Hoc Advisory Committee meeting held on January 21, 2025.

2. COMMUNITY & ECONOMIC DEVELOPMENT

- a. Report C&ED 2025-011, Mount Forest Outdoor Pool Fundraising Update 032

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report C&ED 2025-011 being an update on fundraising efforts of the Mount Forest Aquatics Ad-Hoc Committee;

AND THAT Council approve the name of the future Mount Forest Outdoor Pool as the T.D. Smith Aquatic Centre;

AND FURTHER THAT Council direct staff to enter into an agreement with T.D. Smith Transport when the facility opens to the public;

AND FURTHER THAT the term of the naming rights agreement will be for a 20-year term commencing on the date the facility officially opens to the public.

3. FINANCE

- a. Vendor Cheque Register Report, February 18, 2025 040

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the Vendor Cheque Register Report dated February 18, 2025.

4. ADMINISTRATION

- a. Wellington North Power Inc. and Sewer Billing & Collections Implementation Update 045

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report CAO 2025-001 Wellington North Power Inc. Water and Sewer Billing & Collections Implementation Update;

AND THAT Council direct staff to continue the implementation of the phased transition of Water and Sewer Billing and Collections to property owners;

AND FURTHER THAT Council direct staff to review the use of "House Accounts" for Water and Sewer and bring back recommendations at a future date of Council;

AND FURTHER THAT Council direct staff to apply 2024 arrears in the amount of \$14,356.16 to the property tax bills of the property owners for the 2025 period and that any future year-end water and sewer arrears be applied to the first property tax bill in the calendar year, going forward;

AND FURTHER THAT the 2025/2026 Service Agreement with Wellington North Power Inc for the Provision of Sewer and Collection Services be approved, effective March 1, 2025;

AND FURTHER THAT the Mayor and Clerk be authorized to sign the by-law 013-2025 to enter into the Service Agreement.

- b. Report CLK 2025-003, Mount Forest Cemetery expanded hours 051

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report CLK 2025-003 for information;

AND THAT Council direct staff to enter into an agreement with Owen Sound Vault for the provision of burial services in the Mount Forest Cemetery commencing April 1, 2025;

AND FURTHER THAT staff report to Council in November 2025 as to the opportunities and challenges in contracting out the service.

5. COUNCIL

- a. Eastern Ontario Wardens' Caucus, resolution dated February 10, 2025, regarding EOWC Support of Canadian and Ontario Governments' Negotiations with the United States Government on Trade Tariffs 056

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the Eastern Ontario Wardens' Caucus, resolution dated February 10, 2025, regarding EOWC Support of Canadian and Ontario Governments' Negotiations with the United States Government on Trade Tariffs.

Recommendation:

Whereas the Canadian government is currently in negotiations with the United States (U.S.) government on their proposed 25% tariffs on Canadian goods exported to the U.S.; and

Whereas Canada's Prime Minister and Ontario's Premier have outlined several plans to combat the impact that the proposed tariffs would have on Ontario which focus on strengthening trade between Ontario and the U.S. while bringing jobs back home for workers on both sides of the border; and

Whereas the Canadian government has also outlined several ways to address the current relationship with the U.S. including establishing the Council on Canada-U.S. relations to support the federal government as it negotiates with the U.S. on tariffs; and

Whereas trade between Ontario and the U.S. is very important to our residents and local economies, and requires all levels of government to work together in the best interest of those residents; and

Whereas according to data from the Association of Municipalities of Ontario, across Ontario municipalities are expected to spend between \$250 and \$290 billion on infrastructure in the next 10 years; and

Whereas Ontario municipalities have traditionally treated trade partners equally and fairly in all procurements in accordance with our established international trade treaties; and

Whereas municipalities play a crucial role as part of the Team Canada approach to combat tariffs and support businesses in our procurement for capital and infrastructure programs; and

Whereas there are trade barriers between Canadian provinces and territories.

Therefore, be it resolved that the Township of Wellington North supports the Canadian and Ontario governments on the measures they have put in-place in response to the proposed U.S. tariffs on Canadian goods and ask that they take any and all measures to protect the interests of Ontario in any upcoming trade negotiations, and ensure municipalities are part of the coordinated Team Canada approach;

And that the Canadian and Ontario governments remove any impediments to municipalities preferring Canadian companies and services for capital projects and other supplies;

And that the Canadian and Ontario governments take action to remove trade barriers between provinces as a response to U.S. tariffs and support Canadian businesses;

And that the Canadian and Ontario governments remove all legislative barriers that impact the ability to buy local, and indemnify municipalities should there be challenges to buying Canadian;

And that the Canadian and Ontario governments continue to invest in infrastructure to provide stability, jobs, and support our communities' social and economic prosperity over the long-term.

Be it further resolved, that copies of this motion be sent to:

- Eastern Ontario Warden's Caucus
- Prime Minister Justin Trudeau
- Premier Doug Ford

IDENTIFICATION OF ITEMS REQUIRING SEPARATE DISCUSSION

ADOPTION OF ALL ITEMS NOT REQUIRING SEPARATE DISCUSSION

Recommendation:

THAT all items listed under Items For Consideration on the February 24, 2025 Council agenda, with the exception of those items identified for separate discussion, be approved and the recommendations therein be adopted:

CONSIDERATION OF ITEMS FOR SEPARATE DISCUSSION AND ADOPTION

NOTICE OF MOTION

COMMUNITY GROUP MEETING PROGRAM REPORT

Councillor Renken (Ward 1):

- Wellington North Cultural Roundtable
- Upper Grand Trailway Wellington Sub Committee
- Mount Forest Aquatic Ad Hoc Advisory Committee

Councillor Burke (Ward 2):

- Mount Forest Business Improvement Area
- North Wellington Health Care Corporation Louise Marshall Hospital Board of Directors
- Mount Forest Aquatic Ad Hoc Advisory Committee
- Mount Forest Fireworks Festival Committee
- Lynes Blacksmith Shop Committee

Councillor Hern (Ward 3):

- Mount Forest & District Chamber of Commerce
- Arthur & District Chamber of Commerce
- Arthur Business Improvement Area
- Grand River Conservation Authority

Councillor McCabe (Ward 4):

- Wellington County Farm Safety Committee
- Saugeen Valley Conservation Authority
- Wellington North Health Professional Recruitment Committee
- Upper Grand Trailway Wellington Sub Committee
- ROMA Zone 2 Chair

Mayor Lennox:

- Committee of Adjustment
- Wellington North Power
- Ex Officio on all committees

BY-LAWS

- | | | |
|----|---|-----|
| a. | By-law Number 009-2025 being a by-law to authorize the use of optical scanning vote tabulators in the 2026 municipal election | 058 |
| b. | By-law Number 010-2025 being a by-law to authorize a vote by mail method in the 2026 municipal election | 059 |
| c. | By-law Number 011-2025 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 | 060 |
| d. | By-law Number 012-2025 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 | 086 |
| e. | By-law Number 013-2025 being a by-law to authorize the execution of a Service Level Agreement between The Corporation of the Township of Wellington North and Wellington North Power Inc. for the provision of Water and Sewer Billing and Collection Services and repeal By-law 133-2022 | 090 |

Recommendation:

THAT By-law Number 009-2025, 010-2025, 011-2025, 012-2025, and 013-2025 be read and passed.

CULTURAL MOMENT

- Celebrating J.J. Morrison 122

CONFIRMING BY-LAW

123

Recommendation:

THAT By-law Number 014-2025 being a By-law to Confirm the Proceedings of the Council of the Corporation of the Township of Wellington North at its Regular Meeting held on February 24, 2025 be read and passed.

ADJOURNMENT

Recommendation:

THAT the Regular Council meeting of February 24, 2025 be adjourned at :
 p.m.

MEETINGS, NOTICES, ANNOUNCEMENTS		
Regular Council Meeting	Monday, March 10, 2025	2:00 p.m.
Mount Forest BIA, Mount Forest & District Sports Complex, Meeting Room	Tuesday, March 11, 2025	8:00 a.m.
Mount Forest Chamber of Commerce, Chamber Office	Tuesday, March 11, 2025	4:30 p.m.
Arthur Chamber of Commerce, Chamber Office	Wednesday, March 12, 2025	5:30 p.m.
Arthur BIA, Virtual	Wednesday, March 19, 2025	7:30 p.m.
Cultural Roundtable Committee, Virtual	Thursday, March 20, 2025	12:00 p.m.
Regular Council Meeting	Monday, March 24, 2025	7:00 p.m.
North Wellington Works Job Fair, Norwell District Secondary School, Palmerston	Thursday, March 27, 2025	9:30 a.m. to 3:30 p.m.

January 20, 2025

Township of Wellington North

Attention: Mayor Lennox and Council

Dear Mayor Lennox and Council

Re: 2025 Draft Work Plan and Budget

MVCA's 2025 draft work plan and budget has been developed based upon the services and programs included in the agreement that has been approved by all 15 of our member municipalities. This agreement allows MVCA to have the stability it needs to deliver these services and programs until June 30, 2026. In 2025 MVCA will be reviewing and updating the services and programs agreement for all of our member municipalities to review.

The draft 2025 work plan focuses on continuing our efforts to improve the health of the watershed.

We will continue to focus our efforts on helping landowners, community groups and municipalities to improve the health of soil, water and forests.

The prosperity and health of the watershed is dependent upon the management of our natural resources. We will also continue to assist our municipalities to undertake projects to update natural hazard risk mapping and to take measures to reduce the risk of damages to their communities from natural hazards.

The attached newsletter provides you with a summary of MVCA's priorities in 2025.

A copy of Maitland Conservation's draft budget and cost apportionment is attached to this letter.

The draft 2025 budget includes a cost apportionment increase of \$175,000. This increase is driven by cost-of-living increase, the phase in of the 2023-2027 salary grid, cost to increase capacity to stewardship extension and watershed health assessment services.

MVCA's Members will be finalizing the 2025 work plan and budget on Wednesday, March 19, 2025. If your municipality would like to submit any comments on the draft work plan and or budget, please submit your comments to us by March 10, 2025.

In closing, I would like to thank you for your support in 2024 and we look forward to working with your municipality in 2025.



Ed McGugan
Chair



WORK PLAN PRIORITIES 2025



Vision:

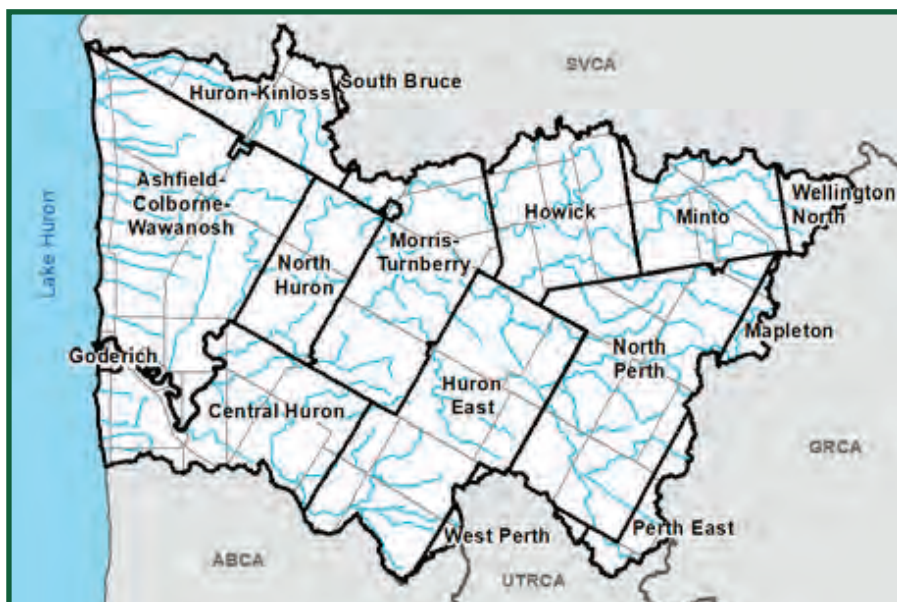
Working for a healthy environment!

Mission:

Providing leadership to protect and enhance water, forests and soils.

Ends:

- To protect life, property and prevent social disruption from flooding and erosion hazards.
- To protect water and related resources for present and future generations.
- To protect and expand natural areas.





Key Priorities for 2025

1. Assist our member municipalities to reduce the potential for loss of life, property damage and social disruption in flood and erosion prone areas.
2. Help our member municipalities and landowners develop and implement soil and water conservation systems that will keep soil and nutrients on the land and out of watercourses and Lake Huron.
3. Ensure that the management of our Conservation Areas sets high standards of conservation practices and are safe for the public to use.
4. To ensure that Maitland Conservation has a stable financial base so we're able to help our member municipalities develop a healthy, resilient and prosperous watershed.

1. CORPORATE SERVICES

- **Three-year Planning:** Update Maitland Conservation's three-year work plan and financial forecast for 2026 - 2028.
- **Municipal Agreements:** Review existing services and programs agreement and identify if changes are needed for the next agreement to be approved by member municipalities before July 1, 2026.
- **One Health Initiative:** Continue to work with the Wildlife Conservation Society, University of Guelph and the One Health Institute on the environmental component of the Healthy Watersheds, People and Wildlife initiative. Continue to encourage the Healthy Lake Huron Steering Committee to incorporate the Healthy Watersheds, People and Wildlife approach in their terms of reference and work plan.
- **First Nations and Metis Collaboration:** Continue efforts to collaborate with First Nations and Metis Councils through the Shared Pathway initiative on land use planning and projects of mutual interest.



Healthy Watersheds, People and Wildlife tour

2. FLOOD AND EROSION SAFETY SERVICES

- *Helping municipalities to reduce the risk to life and property in areas prone to flooding and erosion.*
- *Conserving features and functions of the river system and Lake Huron shoreline*

Equipment Replacement: Identify a strategy for the replacement of radio telemetry equipment currently used in the headwater portions of the flood forecasting network.

Flood Hazard Mapping: Development of a framework to identify where new flood hazard mapping is needed in rural areas as well as a cost sharing approach with the municipalities where updated mapping is needed.

Southern Lake Huron Adaptation Action Plan: Continued modelling and data gathering work. Formation of a steering committee to guide the four-year project. The Restoring Natural Sediment Pathways project for the Goderich Harbour will continue in 2025.

Flood Hazard Mapping: Updated flood hazard mapping planned for Lucknow. Updated mapping will also be undertaken in Wingham to reflect the impact of the removal of the Howson Dam.



Upgrades to Walton precipitation station, 2024



Little Maitland River, Dec. 2024



Goderich harbour

3. WATERSHED STEWARDSHIP SERVICES

Working with municipalities, landowners and partners to keep soil and nutrients on the land and out of watercourses.

- Promote and implement projects that will restore the health and resiliency of rivers, wetlands and forest ecosystems.
- Review of restoration approaches to incorporate a greater understanding of ecosystem restoration principles as well as climate change science. We want to ensure that our stewardship efforts will have significant benefits and high rates of success.
- Work to develop the resources to deliver proactive stewardship initiatives in priority areas including the Middle Maitland River watershed and Lake Huron north shore sub-basins.



4. WATERSHED HEALTH ASSESSMENT & MONITORING SERVICES

On-going assessment and monitoring indicates how the health of forests and streams are changing and identifies problems impacting the watershed's natural areas.

Surface & Groundwater Monitoring

- Continue collecting water samples for provincial surface and groundwater monitoring programs.

Watershed Health Assessment

- Survey watercourses to determine the health status of local streams and the stressors impacting them. Develop an evaluation process to determine priority areas for stewardship action. Complete the collection of watercourse temperature data started in 2024.
- Follow up on the recent Forest Health Assessment - undertake a landowner survey and review stewardship programs to support landowners with improving forest health.
- Collect data to assess interventions like buckthorn control and ash land enrichment in improving forest health.



5. CONSERVATION AREAS

Maitland Conservation owns 28 properties encompassing 1,862 hectares. Key priorities include:

- *showcasing best management practices on conservation lands*
- *ensuring properties are safe for public use*
- *dealing with aging and surplus infrastructure*



Conservation Areas Infrastructure

Disposition of identified surplus buildings including the removal of two buildings and a privy tanks at Maple Keys Sugar Bush. Work with the Municipality of Morris-Turnberry to transfer surplus parkland at Pioneer Conservation Area. Replacement of privy at Naftel's Creek Conservation with an accessible design including access improvements from the parking lot.



Administrative Centre Renovations and Repairs

Washroom upgrades and asphalt replacement at the south entrance are planned for 2025.



Invasive Species Control

Buckthorn and phragmites removal and control will continue including at Wawanosh Valley Conservation Area to prepare for the naturalization of marginal farmland.



Falls Reserve Conservation Area

Renovations to the entranceway and gatehouse parking area. New signage planned at various locations in the park. Washroom improvements including replacing plumbing, stall partitions and shower flooring. Improved accessibility access planned for the day use area.



Wawanosh Park Conservation Area

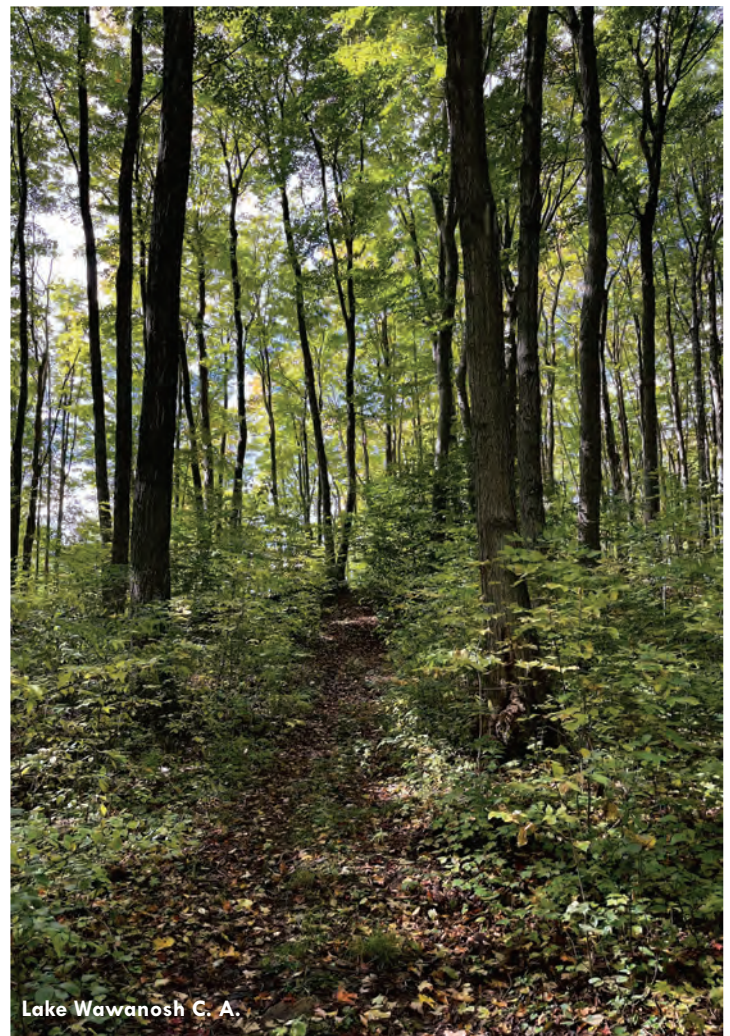
A review of seasonal camping operations to be undertaken to identify any liability and land use compatibility concerns at the site.



Buckthorn removal at Wawanosh Valley C. A.



Campground at Falls Reserve C. A.



Lake Wawanosh C. A.

6. DRINKING WATER SOURCE PROTECTION

Working with municipalities to protect municipal sources of drinking water.

Governance and Leadership

- On-going Maitland Source Protection Authority meetings.
- Receive annual progress reports and program updates.
- Joint Management Committee to recruit a new Source Protection Committee member.

Communications

- Promote the drinking water source protection program to the public.

Implementation and Technical Support

- Review of planning and development applications located within municipal well head and intake protection areas.
- Issue confirmation notices for new municipal wells in Harriston and Palmerston in the Town of Minto and initiate the related amendment to the Maitland Source Protection Plan.



COMMENTS OR QUESTIONS?



For additional information please contact your Maitland Conservation member.

If your municipality would like to submit comments on the 2025 work plan priorities or budget, please submit them to us March 6, 2025. Comments may be sent to:

Phil Beard, General Manager - Secretary Treasurer
pbeard@mvca.on.ca

CONNECT WITH US

[w] mvca.on.ca
[e] maitland@mvca.on.ca
[t] 519-335-3557 ext. 226

 [maitlandconservation](https://www.facebook.com/maitlandconservation)
 [@maitlandvalley](https://twitter.com/maitlandvalley)



Maitland Conservation members, 2024

2025 Draft

Operating Budget Summary - Maitland Valley Conservation Authority

Table 1

ITEM	Revenue	Levy Funds	Deferred Revenue	Reserve Funds	Expense	NET Surplus/ Deficit
Administration	77,617	292,561		18,388	388,566	
Financial Management		123,679			123,679	
Governance		18,100			18,100	
Services Areas Support		54,600			54,600	
Communications, IT, GIS	2,500	268,843		41,730	313,073	
Source Water Protection	22,300				22,300	
Flood Control Structures		3,147			3,147	
Erosion Control Structures		1,640			1,640	
Flood Forecasting and Warning	36,424	272,218			308,642	
Hazard Prevention		24,568			24,568	
Natural Hazard Information		72,550			72,550	
Regulations	76,500	256,710			333,210	
Watershed Monitoring and Reporting	2,000	122,914			124,914	
Watershed Health Assessment Reporting		61,074			61,074	
Extension Services		183,050			183,050	
Forestry Services	174,100			29,871	203,971	
Management/Development/Operations	10,425	312,051			322,476	
Motor Pool	57,104				30,150	26,954
Falls Reserve Conservation Area	743,715				743,715	
Wawanosh Park Conservation Area	21,808				21,808	
Total	1,224,493	2,067,705		89,989	3,355,233	26,954

ITEM	Revenue	Levy Funds	Special Levy Funds	Deferred Revenue	Working Capital Reserves	Forest Management Reserves	Motor Pool Reserves	Expense	Net Surplus / Deficit
Corporate Services Projects									
Administration Centre		67,300						67,300	
GIS/IT Management/Communications		32,700			13,400			46,100	
Flood Forecasting Monitoring Network		30,000						30,000	
ECCC Natural Hazards Outreach & Education				38,284				38,284	
NRCAN Coastal Resiliency Strategy Implementation	190,780		37,500					228,280	
Watershed Health Assessment Project	25,900				65,641			91,541	
Carbon Footprint Initiative				2,907				2,907	
Garvey Glenn Coordination	10,000			75,869				85,869	
Middle Maitland Headwaters Restoration	17,000			5,000				22,000	
Huron Clean Water	500,000							500,000	
Watershed Stewardship Projects				4,786				4,786	
WS ECCC Restoration									
Forestry Management						19,000		19,000	
Vehicles/Equipment Replacement						36,000	91,000	127,000	
Carbon Sequestration Planting							700	700	
Conservation Area Projects					35,600			35,600	
Total	743,680	130,000	37,500	126,846	114,641	55,000	91,700	1,299,367	

Summary:

Projects Budget

The total draft Projects Budget is \$1,299,367.

MVCA's total draft budget for operating and projects for 2025 is \$4,654,600.

2025 Draft Cost Apportionment Schedule Increase Amount: \$175,000 Municipality	% of Municipality In Watershed	2024 CVA (modified) in Watershed \$	Municipal Population in CA jurisdiction	CVA Based Apportionment Percentage	2024 Approved General Levy	2025 Draft General Levy	2025 Draft Special Levy	2025 Draft Total Levy
Ashfield-Colborne-Wawanosh Township	100	\$1,366,086,081	4,559	12.5000	\$ 251,643	\$ 274,712	\$ 10,000	\$ 284,712
Central Huron Municipality	76	\$1,030,972,224	4,619	9.4400	\$ 192,770	\$ 207,463	\$ 10,000	\$ 217,463
Goderich Town	100	\$1,161,508,274	6,118	10.6300	\$ 215,434	\$ 233,615	\$ 17,500	\$ 251,115
Howick Township	92	\$480,737,403	2,645	4.4000	\$ 89,620	\$ 96,699		\$ 96,699
Huron East Municipality	72	\$1,121,489,171	5,685	10.2600	\$ 211,405	\$ 225,485		\$ 225,485
Huron-Kinloss Township	43	\$664,332,688	2,523	6.0800	\$ 121,737	\$ 133,620		\$ 133,620
Mapleton Township	5	\$97,525,427	383	0.8900	\$ 18,205	\$ 19,561		\$ 19,561
Minto Town	64	\$778,354,167	4,134	7.1200	\$ 140,760	\$ 156,476		\$ 156,476
Morris/Turnberry Municipality	95	\$561,603,312	2,702	5.1400	\$ 105,407	\$ 112,962		\$ 112,962
North Huron Township	100	\$608,527,015	3,884	5.5700	\$ 113,476	\$ 122,412		\$ 122,412
North Perth Municipality	98	\$2,504,629,622	11,017	22.9200	\$ 460,198	\$ 503,713		\$ 503,713
Perth East Township	9	\$192,490,588	858	1.7600	\$ 35,677	\$ 38,681		\$ 38,681
South Bruce Municipality	1	\$7,700,881	71	0.0700	\$ 1,435	\$ 1,539		\$ 1,539
Wellington North Township	16	\$301,047,804	1,479	2.7600	\$ 55,428	\$ 60,657		\$ 60,657
West Perth Municipality	3	\$50,531,590	226	0.4600	\$ 9,510	\$ 10,110		\$ 10,110
Total		\$10,927,536,247	50903	100.0000	\$ 2,022,705	\$ 2,197,705	\$ 37,500	\$ 2,235,205

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

BY-LAW NUMBER 003-2025

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

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

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

1. THAT Schedule 'A' Map 2 By-law 66-01 is amended by changing the zoning on lands legally described as Wellington Plan Town of; Mount Forest S Princess St; McDonalds Survey Pt Park; Lots 10 to 12 RP 61R7789; Parts 6 to 8 RP 61R21401 with civic address of 850 Princess Street as shown on Schedule "A" attached to and forming part of this By-law from:
 - a. **Future Development (FD) to Open Space (OS)**
2. THAT except as amended by this By-law, the land as shown on the attached Schedule 'A' shall be subject to all applicable regulations of Zoning By-law 66-01, as amended.
3. THAT this By-law shall come into effect from the date of passing by Council and come into force in accordance with the requirements of the Planning Act, R.S.O., 1990, as amended.

READ AND PASSED THIS 24TH DAY OF FEBRUARY, 2025.

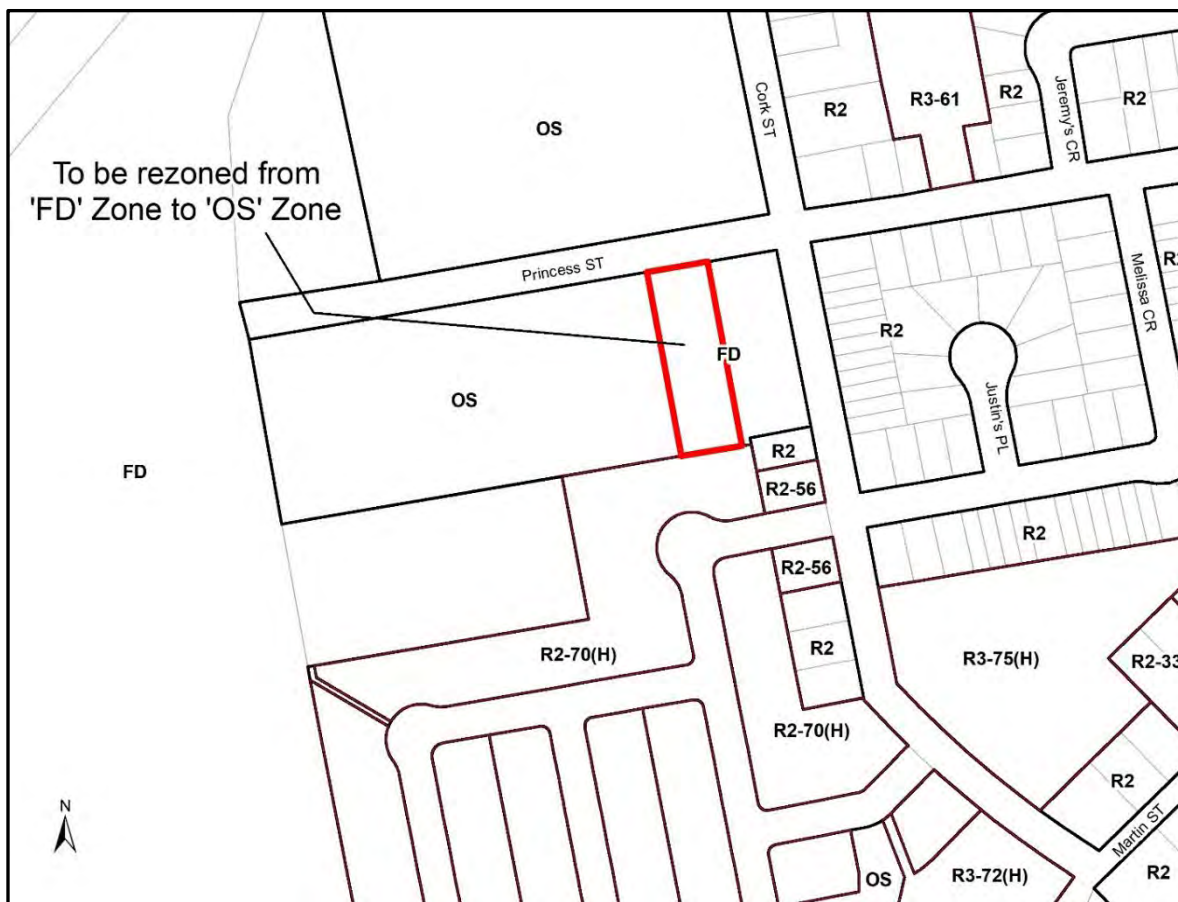
ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NO. 003-2025

Schedule "A"



This is Schedule "A" to By-law 003-2025

Passed this 24th day of February, 2025

MAYOR

CLERK

EXPLANATORY NOTE

BY-LAW NUMBER 003-2025

THE LOCATION OF THE SUBJECT LANDS The subject property is legally described as Wellington Plan Town of; Mount Forest S Princess St; McDonalds Survey Pt Park; Lots 10 to 12 RP 61R7789; Parts 6 to 8 RP 61R21401 with civic address of 850 Princess Street. The portion of the subject lands to be amended is approximately 0.37 ha (0.91 ac) in size and are currently zoned Future Development (FD).

THE PURPOSE AND EFFECT of the amendment is to rezone the subject lands from Future Development (FD) Zone to Open Space (OS) Zone in order to facilitate the construction of an outdoor public pool.

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
MINUTES OF REGULAR COUNCIL MEETING – FEBRUARY 10, 2025 AT 2:00 P.M.
CLOSED SESSION PRIOR TO OPEN SESSION AT 1:00 P.M.
MUNICIPAL OFFICE COUNCIL CHAMBERS, KENILWORTH
HYBRID MEETING - IN PERSON AND VIA WEB CONFERENCING
[February 10, 2025, Township of Wellington North Council Meeting \(youtube.com\)](https://www.youtube.com/watch?v=...)

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

Member Absent: Councillor: Sherry Burke

Staff Present:
 Chief Administrative Officer: Brooke Lambert
 Director of Legislative Services/Clerk: Karren Wallace
 Deputy Clerk: Catherine Conrad
 Executive Assistant to the CAO: Tasha Grafos
 Director of Finance: Jeremiah Idialu
 Human Resources Manager: Amy Tollefson
 Senior Project Manager: Tammy Stevenson
 Manager Environment and Development Services: Corey Schmidt
 Compliance Analyst: Sara McDougall
 Manager Recreation Community & Economic Development: Mandy Jones
 Community Development Coordinator: Mike Wilson
 Director of Fire Services: Chris Harrow
 Deputy Fire Chief: Marco Guidotti
 Deputy Fire Chief: Callise Loos
 Manager of Development Planning: Curtis Marshall
 Planner: Asavari Jadhav-Admane
 Risk Management Official: Kyle Davis

CALLING TO ORDER

Mayor Lennox called the meeting to order.

ADOPTION OF THE AGENDA

RESOLUTION: 2025-034

Moved: Councillor McCabe

Seconded: Councillor Hern

THAT the Agenda for the February 10, 2025 Regular Meeting of Council be accepted and passed.

CARRIED

DISCLOSURE OF PECUNIARY INTEREST

No disclosure of pecuniary interest.

CLOSED MEETING SESSION

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

- (a) the security of the property of the municipality or local board;
- (b) personal matters about an identifiable individual, including municipal or local board employees;
- (d) labour relations or employee negotiations;

Educational or training sessions

(3.1) A meeting of a council or local board or of a committee of either of them may be closed to the public if the following conditions are both satisfied:

1. The meeting is held for the purpose of educating or training the members.
2. At the meeting, no member discusses or otherwise deals with any matter in a way that materially advances the business or decision-making of the council, local board or committee. 2006, c. 32, Sched. A, s. 103 (1).

RESOLUTION: 2025-035

Moved: Councillor Renken

Seconded: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North go into a meeting at 1:01 p.m. that is closed to the public under subsection 239 (2) of the Municipal Act, 2001, specifically:

- (a) the security of the property of the municipality or local board;
- (b) personal matters about an identifiable individual, including municipal or local board employees;
- (d) labour relations or employee negotiations;

Educational or training sessions

(3.1) A meeting of a council or local board or of a committee of either of them may be closed to the public if the following conditions are both satisfied:

1. The meeting is held for the purpose of educating or training the members.
2. At the meeting, no member discusses or otherwise deals with any matter in a way that materially advances the business or decision-making of the council, local board or committee. 2006, c. 32, Sched. A, s. 103 (1).

CARRIED

1. REPORTS

- a) FIRE 2025-001 Wage Policy
- b) FIRE 2025-002 Wellington North Fire Service Master Plan

2. REVIEW OF CLOSED SESSION MINUTES

- January 27, 2025

- January 30, 2025

3. RISE AND REPORT FROM CLOSED MEETING SESSION

RESOLUTION: 2025-036

Moved: Councillor Hern

Seconded: Councillor Renken

THAT the Council of the Corporation of the Township of Wellington North rise from a closed meeting session at 1:56 p.m.

CARRIED

RESOLUTION: 2025-037

Moved: Councillor McCabe

Seconded: Councillor Renken

THAT the Council of the Corporation of the Township of Wellington North receive Report FIRE 2025-001 Wage Policy

AND THAT Council approve the confidential direction to staff.

CARRIED

RESOLUTION: 2025-038

Moved: Councillor McCabe

Seconded: Councillor Hern

THAT the Council of the Corporation of the Township of Wellington North receive Report FIRE 2025-002 Wellington North Fire Service Master Plan;

AND THAT Council approve the confidential direction to staff.

CARRIED

RESOLUTION: 2025-039

Moved: Councillor Renken

Seconded: Councillor Hern

THAT the Council of the Corporation of the Township of Wellington North approve the Closed Meeting Minutes of the January 27, 2025 Council Meeting and the January 30, 2025.

CARRIED

O'CANADA

PRESENTATIONS

1. William Van Ruven, P.Eng., Gannett Fleming
Joe de Koning, Manager of Roads, County of Wellington
Pasquale Constanzo, Technical Services Supervisor, County of Wellington
 - Wellington Road 109 Bridges Reconstruction

Mr. Van Ruven presented the replacement design summary for the Wellington Road 109 Bridges from Highway 6 to Sideroad 7 in the Township of Wellington North. He reviewed the project limits, MCEA Study completion, existing bridges, proposed improvements, construction methods, traffic management, and structure cost estimates.

RECESS TO MOVE INTO MEETINGS UNDER THE PLANNING ACT

RESOLUTION: 2025-040

Moved: Councillor McCabe

Seconded: Councillor Hern

THAT the Council of the Corporation of the Township of Wellington North recess the February 10, 2025 Regular Meeting of Council at 2:26 p.m. for the purpose of holding meetings under the Planning Act.

CARRIED

PUBLIC MEETING

- ZBA 20/24 Koa Healthcare Corporation c/o Richard Delongte

RESUME REGULAR MEETING OF COUNCIL

RESOLUTION: 2025-041

Moved: Councillor McCabe

Seconded: Councillor Renken

THAT the Council of the Corporation of the Township of Wellington North resume the February 10, 2025 Regular Meeting of Council at 2:41 p.m.

CARRIED

PASSAGE OF BY-LAWS ARISING FROM PUBLIC MEETING

- a. By-law Number 007-2025 being a by-law to amend By-law 66-01, being a Zoning By-law for the Township of Wellington North. (Hollinger's Survey - Lot K, with civic address of 100 Frederick Street W)

RESOLUTION: 2025-042

Moved: Councillor Renken

Seconded: Councillor Hern

THAT By-law Number 007-2025 being a by-law to amend By-law 66-01, being a Zoning By-law for the Township of Wellington North be read and passed. (Hollinger's Survey - Lot K, with civic address of 100 Frederick Street W)

CARRIED

DEPUTATIONS

1. Helen Edwards, Program Coordinator, Seniors' Centre for Excellence, and Kay Ayres, local senior
 - Requesting Council approval of their request in the amount of \$10,000 to support the role of the ACE Coordinator role.

Helen Edwards appeared before Council to request that the Township of Wellington North support the Seniors Centre for Excellence (SCE) in the amount of \$10,000. This funding will support the role of the Active Connected and Engaged (ACE) Coordinator at the SCE who facilitates their virtual programming, social media sites, creates and edits the Heart & Soul of Wellington County newsletter. Virtual programming offers a wide variety of speakers and allows people to connect with others, especially those with mobility issues or who are no longer able to drive. The SCE received funding from a New Horizons Grant to create a calendar Ageing Well, Debunking the Myths.

They also received a Seniors Community grant for eighteen workshops across north Wellington

Kay Ayers expressed her gratitude for the Zoom meetings. She was involved in the calendar project, which produced 10,000 calendars. Last year's calendar focused on fraud and scams. Helen has held a wellness fair for the past two years with over two hundred people attending. There are monthly events at the Mount Forest Legion with a variety of programs and speakers. Kay stressed the importance to seniors of Council supporting the SCE and keeping seniors active and engaged.

RESOLUTION: 2025-043

Moved: Councillor McCabe

Seconded: Councillor Renken

THAT the Council of the Corporation of the Township of Wellington North receive the verbal report of Helen Edwards and Kay Ayers of the Seniors Centre for Excellence;

AND THAT Council approve a \$10,000. grant to the Seniors Centre for Excellence.

CARRIED

QUESTIONS ON AGENDA ITEMS (REGISTRATION REQUIRED)

No questions registered on agenda items.

ADOPTION OF MINUTES OF COUNCIL AND PUBLIC MEETING

1. Regular Meeting of Council, January 27, 2025

2. Special Meeting of Council, January 30, 2025

RESOLUTION: 2025-044

Moved: Councillor Hern

Seconded: Councillor McCabe

THAT the minutes of the Regular Meeting of Council held on January 27, 2025 and the Special Meeting of Council held on January 30, 2025 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

1e, 2a, 3a, 3b, 4a, 5a, 6a, 6b 6c, 7a

ADOPTION OF ALL ITEMS NOT REQUIRING SEPARATE DISCUSSION

RESOLUTION: 2025-045

Moved: Councillor McCabe

Seconded: Councillor Hern

THAT all items listed under Items For Consideration on the February 10, 2025 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 Maitland Valley Conservation Authority, Membership Meeting #10-2024 held on December 18, 2024.

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Arthur Chamber of Commerce Board of Directors Meeting held on January 8, 2025.

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Wellington North Cultural Roundtable meeting held on January 16, 2025.

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the County of Wellington Accessibility Advisory Committee meeting held on December 5, 2024.

THAT the Council of the Corporation of the Township of Wellington North receive the Committee Report from Karen Chisholme, Climate Change and Sustainability Manager, County of Wellington, dated November 14, 2024, regarding Home Energy Efficiency Transition Programme Design.

CARRIED

CONSIDERATION OF ITEMS FOR SEPARATE DISCUSSION AND ADOPTION

RESOLUTION: 2025-046

Moved: Councillor Renken

Seconded: Councillor Hern

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Joint Fire Services Oversight Committee Meeting held on January 9, 2025.

CARRIED

RESOLUTION: 2025-047

Moved: Councillor McCabe

Seconded: Councillor Renken

THAT the Council of the Corporation of the Township of Wellington North receive Report 2025-002 being the 2024 Fire Year for information.

CARRIED

RESOLUTION: 2025-048

Moved: Councillor McCabe

Seconded: Councillor Hern

THAT the Council of the Corporation of the Township of Wellington North receive Report INF 2025-001 being a report on Site Alteration and Fill By-Law;

AND THAT Council adopt the Site Alteration and Fill By-law a copy of which is attached to this agenda;

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
- Site Alteration and Fill Application Fee (Brownfields) \$0 plus \$0 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
- 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

AND FURTHER THAT the Mayor and Clerk are authorized to sign the by-laws at the next meeting of Council.

CARRIED

RESOLUTION: 2025-049

Moved: Councillor Hern

Seconded: Councillor Renken

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

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

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

CARRIED

RESOLUTION: 2025-050

Moved: Councillor Renken

Seconded: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North receive Report TRP 2025-001 Snow Clearing of Track at the Mount Forest Community Centre for information.

CARRIED

Council directed staff to determine if it is feasible to clear the snow and maintain the track this winter. If it is not feasible this winter, that snow clearing of the track be included in the operational budget for the 2025-2026 winter work plan.

RESOLUTION: 2025-051

Moved: Councillor McCabe

Seconded: Councillor Hern

THAT the Council of the Corporation of the Township of Wellington North receive Report ENV 2025-001 2024 Drinking Water Systems Annual & Summary Report;

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

CARRIED

RESOLUTION: 2025-052

Moved: Councillor McCabe

Seconded: Councillor Renken

THAT the Council of the Corporation of the Township of Wellington North receive Report CLK 2025-004 on alternate voting methods in the 2026 municipal election;

AND THAT Council authorizes a vote by mail method for casting ballots in the 2026 municipal election;

AND FURTHER THAT Council authorizes the use of tabulators for counting ballots in the 2026 municipal election;

AND FURTHER THAT the Mayor and Clerk be authorized to sign the by-law to authorize a vote by mail method of casting ballots in the 2026 municipal election;

AND FURTHER THAT the Mayor and Clerk be authorized to sign the by-law to authorize the use of tabulators for counting ballots in the 2026 municipal election;

AND FURTHER THAT the Clerk shall, by December 31, 2025 prepare procedures and rules for the vote by mail method of casting ballots in the 2026 municipal election and provide these procedures and rules to the public by posting them on the municipal website.

CARRIED

RESOLUTION: 2025-053

Moved: Councillor Renken

Seconded: Councillor Hern

THAT the Council of the Corporation of the Township of Wellington North receive Report CLK 2025-005 - 2026 municipal election for information.

CARRIED

RESOLUTION: 2025-054

Moved: Councillor McCabe

Seconded: Councillor Renken

THAT the Council of the Corporation of the Township of Wellington North receive Report CAO 2025-002 2024 Year in Review for information.

CARRIED

RESOLUTION: 2025-055

Moved: Councillor Renken

Seconded: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North receive the correspondence, dated January 27, 2025, from Prabmeet Singh Sarkaria, Minister of Transportation regarding funding through the 2025-26 Connecting Links Program.

CARRIED

NOTICE OF MOTION

No notice of motion tabled.

COMMUNITY GROUP MEETING PROGRAM REPORT

No community group meeting program reports.

BY-LAWS

- a. By-law Number 006-2025 being a by-law to amend By-law Number 6000-2023, a by-law to regulate the parking or stopping of vehicles on highways, public parking lots and in some instances, private property within the Township of Wellington North.

RESOLUTION: 2025-056

Moved: Councillor Hern

Seconded: Councillor McCabe

THAT By-law Number 006-2025 be read and passed.

CARRIED

CULTURAL MOMENT

- Celebrating “Saucy” Sylvia Cadesky

CONFIRMING BY-LAW

RESOLUTION: 2025-057

Moved: Councillor Renken

Seconded: Councillor Hern

THAT By-law Number 008-2025 being a By-law to Confirm the Proceedings of the Council of the Corporation of the Township of Wellington North at its Regular Meeting held on February 10, 2025 be read and passed.

CARRIED

ADJOURNMENT

RESOLUTION: 2025-058

Moved: Councillor McCabe

Seconded: Councillor Renken

THAT the Regular Council meeting of February 10, 2025 be adjourned at 3:59 p.m.

CARRIED

MAYOR

CLERK

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
PUBLIC MEETING MINUTES FEBRUARY 10, 2025 @ 2:00 P.M.
HYBRID MEETING – IN PERSON AND VIA WEB CONFERENCING
[February 10, 2025, Township of Wellington North Council Meeting \(youtube.com\)](#)**

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

Member Absent: Councillor: Sherry Burke

Staff Present:

Chief Administrative Officer: Brooke Lambert
Director of Legislative Services/Clerk: Karren Wallace
Deputy Clerk: Catherine Conrad
Executive Assistant to the CAO: Tasha Grafos
Director of Finance: Jeremiah Idialu
Human Resources Manager: Amy Tollefson
Senior Project Manager: Tammy Stevenson
Manager Environment and Development Services: Corey Schmidt
Compliance Analyst: Sara McDougall
Manager Recreation Community & Economic Development: Mandy Jones
Community Development Coordinator: Mike Wilson
Director of Fire Services: Chris Harrow
Deputy Fire Chief: Marco Guidotti
Deputy Fire Chief: Callise Loos
Manager of Development Planning: Curtis Marshall
Planner: Asavari Jadhav-Admane
Risk Management Official: Kyle Davis

CALLING TO ORDER

Mayor Lennox called the meeting to order.

DISCLOSURE OF PECUNIARY INTEREST

No disclosure of pecuniary interest.

OWNERS/APPLICANT

ZBA 20/24 KOA Healthcare Corporation

LOCATION OF THE SUBJECT LAND

The land subject to the proposed amendment is described as Hollinger's Survey - Lot K, with civic address of 100 Frederick Street W, Wellington North. The subject property is approximately 0.03 ha (304 m²) in size.

PURPOSE AND EFFECT OF THE APPLICATION

The purpose and effect of the proposed amendment is to rezone the subject lands from Institutional (IN) Zone to Central Commercial (C1) Zone. The applicant is proposing to operate a small-scale research and development laboratory to create

and formulate pet dental products in the existing building. Site specific relief has also been requested to recognize the existing building setbacks. Additional relief may be considered at the meeting.

NOTICE

Notices were mailed to property owners within 120 meters of the subject property as well as the applicable agencies and posted on the subject property on January 20, 2025.

PRESENTATIONS

Asavari Jadhav-Admane, Planner & Jamie Barnes, Junior Planner, County of Wellington, Township of Wellington North

- Planning Report dated February 3, 2025

CORRESPONDENCE FOR COUNCIL'S REVIEW

Andrew Herreman, Resource Planning Technician, Grand River Conservation Authority

- Email dated January 22, 2025 (No Objection)

REQUEST FOR NOTICE OF DECISION

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

MAYOR OPENS FLOOR FOR COMMENTS/QUESTIONS

Haily Keast, Van Harten Surveying Inc., Agent for the Applicant, was present to answer any questions.

COMMENTS/QUESTIONS FROM COUNCIL

Councillor McCabe inquired if there will be enough parking. Ms. Jadhav-Admane explained that the C1 Zone does not require parking. There is on street parking and the applicant indicated there will only be one or two people working in the building once or twice a week. Councillor McCabe asked if there will be any retail at this location. Ms. Keast stated that office will be closed to the public.

Councillor Renken asked if there will be any future complications should the adjacent property be sold resulting from the change in zoning and the building not being wholly on the property. Ms. Jadhav-Admane commented that the property was recently purchased. Ms. Wallace stated that it would be a legal matter. Your lawyer or title insurance company would make sure all the requirements are met and would seek to sort them out at the time of closing. This building is over one hundred years old. Richard Delongte, owner, commented that their lawyers are working with their title insurance company to sort it out. From the original survey it looks like it was sorted out in the 1970s, but it wasn't finalized. Their intention is to clear up the issues.

Mayor Lennox requested clarification regarding the building crossing the property line, and because of that we are not recognizing any setback. Assuming that the title of the property gets sorted out, will we need to come back and revisit the setback. Ms. Keast

commented that it would be considered legal, nonconforming. They had originally requested to include the encroachment, but because it has existed like that for so many years it did not need to be included. Mr. Delongte stated that they recently had a new survey completed and part of the laneway that the fire department uses is on part of their property. Mayor Lennox confirmed that we do not need to be concerned about the title issue being sorted out from a zoning perspective.

Councillor Hern inquired if there will be any buffering with the residence at 110 Frederick Street West between the two uses. She had read it is going to be a daycare facility operating in Arthur and is concerned about conflict of uses. Mr. Delongte commented that he spoke to the man who owns the house, and it didn't sound like he planned to move anytime soon. He was happy with the renovation of the building. The neighbours all seem to be content with what is proposed. Ms. Keast stated that there is no requirement for a buffer because the building already exists. It is considered legal nonconforming. Mr. Delongte explained that workers will be there once or twice a week for a half day.

Councillor Renken asked if the facility will require trucking at the site. Mr. Delongte advised that it is a small scale and there will not be trucks or visitors. The products are natural herbal products so no chemicals will be on site, and no animals will be onsite.

ADJOURNMENT

RESOLUTION: PM-2025-002

Moved: Councillor Renken

Seconded: Councillor Hern

THAT the Public meeting of February 10th, 2025 be adjourned at 2:41 p.m.

CARRIED

MAYOR

CLERK

VII. Open Issues**a) Office Operations - Stacey**

- Stacey is working with a collections agency for the remaining Car Show sponsor balance of \$3500. The second balance was collected prior to the holidays in December.
- Stacey has asked Shawn to purchase some safety salt for the office.
- Website: Stacey is looking into different website options that would include an integration of QuickBooks making the bookkeeping more sufficient. There are also some possible revenue options on the site. This change would potentially save the Chamber \$132 a month plus the possibility of removing the Shop Wellington North site.
- The storage unit needs to be cleaned out before the end of the month and Stacey will coordinate a day to get the board to move the remainder of the unit.

b) Mount Forest Fireworks Festival Update – Sharon

No updates at this time.

VIII. New Business**a) Community Monopoly – Stacey & Chris**

- The final proofs have been completed and The Chamber is waiting for the sample game to arrive.
- With a recent company name change, Sharon requested that we find out the cost to switch the logo. Stacey will reach out to the game company and see if this is possible.
- Once the game sample has arrive, the remainder of the game should arrive in a couple of weeks.
- Stacey has prepared a cheque for the remainder of the game invoice.

b) Office Accessibility – Stacey

- Stacey is in the process of getting quotes prepared for the required accessibility fixes to the building. Once received, she will present them to the board and request funding from the Township after a quote has been selected.

c) New Director

Bobbi-Jean Brandt recited the oath to become a new director at the Chamber.

Adjournment

Meeting adjourned at 5:26 pm, January 14th, 2025.

The next meeting will be January 14th at 4:30 at the Chamber board room.

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
MOUNT FOREST AQUATICS AD-HOC ADVISORY COMMITTEE MINUTES
TUESDAY, JANUARY 21 @ 7:00 P.M.
VIRTUALLY ON ZOOM**

Committee Members Present:

- Sherry Burke, Councillor, Chairperson
- Laurie Doney, Member
- Al Leach, Mount Forest Lions Club
- Ray Tout, Member

Guests: Flora Burke

Staff in Attendance:

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

Regrets:

- Vern Job, Mount Forest Lions Club
- Penny Renken, Councillor, Member
- Jessica McFarlane, Member

Call to Order
Chair Burke called the meeting to order at 7:15 p.m.
Adoption of Agenda
Moved by Member Tout Seconded by Member Doney THAT the agenda for the January 21, 2025, Township of Wellington North Mount Forest Aquatics Ad-Hoc Advisory Committee meeting be accepted and passed. CARRIED
Declaration of Pecuniary Interest
None declared.
Minutes of Previous Meeting – October 22, 2024
Accepted by Council at the December 2, 2024 Meeting of Wellington North Council Moved by Member Leach Seconded by Member Doney THAT the Mount Forest Aquatics Ad-Hoc Advisory Committee receive for information the Minutes from the October 22, 2024, committee meeting. CARRIED
Closed Session
Moved by Member Tout Seconded by Member Leach

THAT the Mount Forest Aquatics Ad-Hoc Advisory Committee go into a meeting at 7:19 p.m. that is closed to the public under subsection 239 (2) of the Municipal Act, 2001, specifically:

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

CARRIED

Rise and Report from Closed Meeting Session

Moved by Member Leach
Seconded by Member Doney

THAT the Mount Forest Aquatics Ad-Hoc Advisory Committee rise from a closed meeting session at 7:53 p.m.

CARRIED

Moved by Member Tout
Seconded by Member Doney

THAT the Mount Forest Aquatics Ad-Hoc Advisory Committee receive the verbal report from Chair Burke on corporate fundraising;

AND THAT the Committee approve the confidential direction to staff.

CARRIED

Moved by Member Doney
Seconded by Member Tout

THAT the Mount Forest Aquatics Ad-Hoc Advisory Committee approve the Closed Meeting Minutes of the September 10, 2024 Committee Meeting.

CARRIED

Guest Burke left the meeting at 7:53 p.m.

Corporate Donor Update

Moved by Member Tout
Seconded by Member Doney

Recommendation:

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

CARRIED

Member Tout reported that no presentations were made in December. Member Leach provided a brief update on the presentations made to the Municipality of West Grey and the Township of Southgate. Committee anticipates that contributions to the new Mount Forest Outdoor Pool will be reviewed as part of the budget process.

Staff noted that West Grey has approved their 2025 budget, and that no correspondence has been received indicating a possible contribution. Staff will review the West Grey budget to see if a contribution was included in the 2025 budget.

The Committee asked staff to send follow-up letters to both West Grey and Southgate

General Fundraising Discussion

Staff shared that they have been contacted by a local resident, who wishes to remain anonymous, about contributing a monthly donation towards the pool project. Staff will make all efforts to ensure the donor remains anonymous.

A brief update was provided to the Committee about the Centre Wellington Community Foundation and how they may be able to support recurring payments. Staff will bring an update to the next Committee meeting.

The Fundraising Sub-Committee did not report any new activities, however expressed that they will be ramping up activities with the start of the new year.

Community Sport and Recreation Infrastructure Fund

Moved by Member Tout
Seconded by Member Doney

THAT the Mount Forest Aquatics Ad-Hoc Advisory Committee receive for information the verbal update from staff on the application made to the Community Sport and Recreation Infrastructure Fund – Stream 2.

CARRIED

Staff shared that the Township's application to the Community Sport and Recreation Infrastructure Fund (CSRIF) – Stream 2 was submitted on January 15. The application requests 50% of the total project cost, based on the Class C Cost Estimate that was completed in 2023. Staff also shared that the response from the community in regards to letters of support was tremendous, with some touching and heartfelt letters received.

Member Leach asked if there was any indication on when a funding decision would be made. Staff reported that CSRIF – Stream 1 closed in October, and that no funding announcements from Stream 1 have been made at this time. Staff noted that applications for Stream 2 are being accepted on an ongoing basis until all funds have been dispersed. There have been no indications from the Ministry on when the announcements will be made.

Staff explained that CSRIF was announced as a one-time funding opportunity of \$200 million. Parks and Recreation Ontario reviewed the Township's application and provided feedback - staff expressed gratitude to PRO for their efforts in advocating for our project.

The Committee thanked staff for their efforts on the CSRIF – Stream 2 application.

ROMA Delegation Update

Chair Burke provided the Committee with an update on the Township's delegation with the Ministry of Tourism, Culture and Sport at the Rural Ontario Municipal Association (ROMA) Conference on January 21. Chair Burke noted this was the second delegation the Township has had with the Ministry regarding the Mount Forest Outdoor Pool Project and advocated for the continuation of infrastructure funding. Chair Burke spoke to Ministry representatives about the history of the pool, the benefits of a new pool to the community, and the work of

the Committee in fundraising for the pool. CAO Brooke Lambert spoke to the Ministry about the Strategic Plan and the Growth Management Action Plan, how this project aligns with those plans, and how a new Mount Forest Outdoor Pool would not only benefit current residents but help attract new residents and businesses. CAO Lambert also expressed how an outdoor pool is important for a community of our size.

Chair Burke said the Ministry was very engaged, and acknowledged that this was the second meeting between the two parties regarding this project. She stated she was very optimistic leaving the meeting. Chair Burke expressed her hope that the Ministry looks at small communities like Wellington North and the importance of projects like ours when making its CSRIF funding decisions.

Other Business/Roundtable

Member Tout reported that he received a \$500 donation from a resident for the pool. He noted that the marketing materials must be working, as he received this donation unsolicited. Member Tout asked if staff could draft a letter that could be sent to donors thanking them for their donation. Member Tout also thanked staff for their work on the CSRIF application.

Chair Burke reported that she was in attendance at the December 18, 2024 Mount Forest Lions Bingo selling swag. She reported that several individuals picked up brochures with donation information, as well as sold some swag. Chair Burke said there is a lot of good discussion in the community about the new pool.

Next Meeting

The next meeting of the Mount Forest Aquatics Ad-Hoc Advisory Committee will be held at the call of the chair.

Adjournment

Moved by Member Tout
Seconded by Member Doney

THAT the Mount Forest Aquatics Ad-Hoc Advisory Committee meeting of January 21, 2025, be adjourned at 8:22 p.m.

CARRIED



TOWNSHIP OF WELLINGTON NORTH

TO: Mayor and Council

DATE: 2025-02-24

MEETING TYPE: Open

SUBMITTED BY: Mandy Jones, Manager Community & Economic Development

REPORT #: C&ED 2025-011

REPORT TITLE: Mount Forest Outdoor Pool Fundraising Update

RECOMMENDED MOTION

THAT the Council of the Corporation of the Township of Wellington North receive Report C&ED 2025-011 being an update on fundraising efforts of the Mount Forest Aquatics Ad-Hoc Committee;

AND THAT Council approve the name of the future Mount Forest Outdoor Pool as the T.D. Smith Aquatic Centre;

AND FURTHER THAT Council direct staff to enter into an agreement with T.D. Smith Transport when the facility opens to the public;

AND FURTHER THAT the term of the naming rights agreement will be for a 20-year term commencing on the date the facility officially opens to the public.

PREVIOUS REPORTS/BY-LAWS/RESOLUTIONS

RPL 2021-022 Mount Forest Pool new Concept Design

RPL 2021-012 Mount Forest Pool new

RAC 2016-003 Mount Forest Pool new establish Ad Hoc Committee

OPS 2023-034 Mount Forest Pool new Detailed Design

OPS 2023-008 Mount Forest Pool new financing

OPS 2023-001 Mount Forest Pool new Work Plan

OPS 2022-021 Mount Forest Pool new conceptual design

OPS 2022-007 Mount Forest Pool new Community Survey

OPS 2022-006 Mount Forest Pool new Open House

OPS 2021-034 Mount Forest Pool new Southgate support

OPS 2021-034 Mount Forest Pool new Southgate support

OPS 2021-030 Mount Forest pool new Award of Concept Design

OPS 2021-030 Mount Forest Pool new Award of Concept Design

OPS 2020-004 Mount Forest Pool new Fund Raising

EDO 2023-015 Mount Forest Pool new Work Plan

CAO 2022-003 Mount Forest Pool new Attachment 3-Pool Concept 3

CAO 2022-003 Mount Forest Pool new

CAO 2017-025 Mount Forest Pool new Land Purchase Opportunity [2]

CAO 2017-025 Mount Forest Pool new Appendix 2

CAO 2017-025 Mount Forest Pool new Appendix 1

CAO 2017-021 Mount Forest Pool new Land Purchase Opportunity

CAO 2017-021 Mount Forest Pool new Appendix 2

CAO 2017-021 Mount Forest Pool new Appendix 1

C&ED 2024-007 Corporate Donor Program Fundraising Materials

C&ED 2024-007 Corporate Donor Program Attachment B -Presentation

C&ED 2024-007 Corporate Donor Program Attachment A Canvassing Guide

C&ED 2025-008 Donation Agreement (Closed)

BACKGROUND

WORKPLAN

Staff Report OPS 2023-034 was presented to Council for consideration at their meeting on October 10, 2023. Council approved an updated work plan as presented within the staff report as follows:

Once 80% of the \$2.5 million fundraising target has been met, and initiated through a motion included in the minutes from Mount Forest Aquatics Ad-Hoc Advisory Committee to a future meeting of council, further direction is given to Township staff to:

- TBD: Architect completes construction design and specification for tendering package including updated probable cost estimate (Approximately 4-month task to complete.)
- TBD: Council decision on increasing the financial funding from the original \$5.3 million cost estimate to the updated probable construction design cost estimate

Once 100% of the \$2.5 million fundraising target has been met, and initiated through a motion included in the minutes from Mount Forest Aquatics Ad-Hoc Advisory Committee to a future meeting of council, further direction is given to Township staff too:

- TBD: Council decision for final financial contribution for future capital budget
- TBD: Tender
- TBD: Construction
- TBD: Completion of Construction
- TBD: Season after construction is completed, the new Mount Forest Outdoor Pool and Aquatics Centre opens for its inaugural season

FUNDRAISING UPDATE

The Mount Forest Aquatics Ad-Hoc Advisory Committee has been extremely successful in their corporate fundraising efforts. They have secured \$2,500 from the Mount Forest Canadian Legion, a \$250,000 pledge from the Mount Forest Lions Club and additional funds from the sale of various swag items.

In January, staff submitted an application to the Canadian Sport Recreation Infrastructure Fund - Stream 2 for new builds, requesting 50% of the project costs, based on the 2023 Class C cost estimate.

At the January 2025 meeting of the Mount Forest Aquatics Ad Hoc Advisory Committee, the Committee directed staff to prepare a report to council outlining the significant fundraising efforts the committee has secured to date.

ANALYSIS

T.D. Smith Transport has confirmed a donation in the amount of \$500,000 towards the Mount Forest Outdoor Pool Project. The first payment was received by the Township in 2024, with the remaining funds to be received in 2025 and 2026 respectively.

As outlined in the fundraising brochure, a \$500,000 donation qualifies as a Diamond Level Donor, granting naming rights to the facility for 20 years. The recommendation in this report acknowledges that the 20-year agreement will commence once the facility opens. This implies that the township may continue to refer to the project as the Mount Forest Outdoor Pool until the facility is officially opened.

CONSULTATION

Mount Forest Aquatics Ad Hoc Advisory Committee

Brooke Lambert, CAO

Jerry Idialu, Director of Finance

Karren Wallace, Director of Legislative Services

FINANCIAL CONSIDERATIONS

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

ATTACHMENTS

Attachment A: Fundraising Brochure

Attachment B: Media Release

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

How to Make Your Donation

Please complete and return to the Township's Kenilworth Office to receive a tax receipt (for donations \$25 or more) issued to the name and address below:

E-Transfer

Please Transfer Payments to:

accounting@wellington-north.com

Include **Donation to MF Aquatics** in e-transfer message

..... OR

Cheque

Please ensure cheques are made payable to:

The Township of Wellington North

Include **Donation to MF Aquatics** in memo line

7490 Sideroad 7 W.,
Kenilworth, ON

PO Box 125
N0G 2E0

NAME: _____

AMOUNT: \$ _____

EMAIL: _____

PHONE: _____

ADDRESS: _____

TOWN/CITY: _____

POSTAL CODE: _____

I would like my donation to remain anonymous.

Tax receipt required.

Contact me for recognition options.



For more information please visit:
www.wellington-north.com

Mount Forest Aquatics Centre

Contact Information

Sherry Burke

.....
Fundraising Director

519-321-1533

sburke@wellington-north.ca

Raymond Tout

.....
Fundraising Officer

Corporate Donor Relations

519-323-7794

raymondtout@gmail.com



Mount Forest Pool Build



@mfpoolbuild_news



@MountForestPool

Corporate Donation Program

"Dive in and help us
build our future!"



Current Pool Status

The Mount Forest Aquatics Ad-Hoc Advisory Committee was formed to help lead discussions, engage the community for input and involvement, provide design recommendations, and lead the fundraising initiatives of a new outdoor pool in Mount Forest.

Now that there is a Council-approved location and design for the pool, the Ad-Hoc Advisory Committee, are commencing fundraising initiatives to ensure the completion of this vital community asset. **We are counting on your generosity to help us reach our \$2.5 million goal!**

"Giving is not just about making a donation. It is about making a difference."
 – Kathy Calvin



Donor Recognition

All donations over \$25 are eligible for a tax receipt alongside a thank you card. Donations greater than \$2,500 are eligible to choose donor recognition based on size of donation and availability. Please contact us for more information.

Value	Scale	Recognition
\$2,500 – \$9,999	Supporters	Contact us for available recognition options *
\$10,000 – \$24,999	Friends	Contact us for available recognition options *
\$25,000 – \$49,999	Bronze	Contact us for available recognition options *
\$50,000 - \$99,999	Silver	Contact us for available recognition options *
\$100,000	Gold	Name on Swim Lane (Three available) **
\$300,000	Platinum	Name on Bath House Lobby **
\$500,000	Diamond	Name on Aquatics Centre **

Donor recognition to be confirmed on availability.

* For 20 years or the lifespan of the item, whichever is shorter.

** 20-year agreement.

Donor Recognition

There are several donor recognition opportunities available to those who donate \$2,500 or more toward the new outdoor Mount Forest Aquatics Centre.

Please note that some items are subject to availability.

For available donor recognition opportunities, contact a member of the fundraising team.

"Dive in and help us build our future!"





MOUNT FOREST AQUATICS AD-HOC ADVISORY COMMITTEE

FOR IMMEDIATE RELEASE

February 25, 2025

T.D. Smith Transport commits \$500,000 to new Mount Forest Outdoor Pool

New pool to be known as T.D. Smith Aquatic Centre upon opening in honour of contribution

MOUNT FOREST - The Mount Forest Aquatics Ad-Hoc Advisory Committee is excited to announce a generous \$500,000 donation from T.D. Smith Transport towards the construction of the new Mount Forest Outdoor Pool. In recognition of this significant contribution, the facility will be named the T.D. Smith Aquatic Centre when it officially opens.

"We are extremely grateful for the generous contribution by T.D. Smith Transport and the Smith Family to the new Mount Forest Outdoor Pool," said Sherry Burke, Chair of the Mount Forest Aquatics Ad-Hoc Advisory Committee. "Our community is fortunate to have corporate donors such as T.D. Smith that truly make a difference with their dedication to support community organizations, sports and recreation in Mount Forest, and their commitment is truly commendable. This Diamond Level donation will significantly assist in achieving our fundraising goal to provide an updated modern aquatic facility for the residents of Mount Forest and the surrounding area. The new outdoor pool will be an accessible community hub where residents of all ages and abilities can come together, stay active, and enjoy the benefits of swimming and water activities for many years."

Mike Smith, President of T.D. Smith Transport, said the decision to support the new outdoor pool was made for the betterment of the community.

"T.D. Smith Transport and the Smith Family have always been deeply committed to supporting our community. We are thrilled to contribute to this project," said Smith. "The children of Mount Forest deserve a dedicated space where they can learn to swim, stay cool during the hot summer months, gather safely with their friends, creating lasting memories while creating employment for our youth as well. The new pool will provide them with exactly that. We are proud to be part of an initiative that will have such a positive impact on the lives of our community's children."

The new Mount Forest Outdoor Pool will be located on Princess Street, adjacent to the Mount Forest and District Sports Complex. The approximately \$5.3 million project has a community fundraising goal of \$2.5 million. Once 80 per cent of the fundraising target has been met, next steps in the construction of the new outdoor pool will begin.

The Mount Forest Aquatics Ad-Hoc Advisory Committee welcomes the opportunity to speak to local committee groups, service clubs and businesses about the new Mount Forest Outdoor Pool. For more information or to book a presentation, please contact Chair, Sherry Burke at 519-321-1533 or sburke@wellington-north.ca, or Ray Tout at 519-323-7794 or raymondtout@gmail.com.



MOUNT FOREST AQUATICS AD-HOC ADVISORY COMMITTEE

-30-

Photo caption:

T.D. Smith Transport has pledged \$500,000 to the new outdoor pool in Mount Forest, which will be named the T.D. Smith Aquatic Centre upon opening. Members of the Mount Forest Aquatics Ad-Hoc Advisory Committee received the pledge from Shauna MacQuarrie, Tyler Smith, and Dennis Black of T.D. Smith Transport earlier this month. Pictured from left: Al Leach, Sherry Burke, Shauna MacQuarrie, Flora Burke, Dennis Black, and Tyler Smith.

2025-02-18

Township of Wellington North
VENDOR CHEQUE REGISTER REPORT

<u>Cheque Number</u>	<u>Vendor Cheque Name</u>	<u>Cheque Date</u>	<u>Amount</u>
081333	Bell Canada	2025-01-30	\$87.94
081334	Bluewater Fire & Security	2025-01-30	\$49.16
081335		2025-01-30	\$400.00
081336	Cedar Creek Tools Ltd	2025-01-30	\$2,890.52
081337	Chalmers Fuels Inc	2025-01-30	\$3,039.08
081338	Compass Minerals Canada	2025-01-30	\$4,069.11
081339	DiCAN Inc.	2025-01-30	\$1,058.81
081340	Epoch's Garage Ltd	2025-01-30	\$31.79
081341	Heffernan Auto Care Inc.	2025-01-30	\$470.33
081342		2025-01-30	\$650.00
081343	Hydro One Networks Inc.	2025-01-30	\$3,153.39
081344		2025-01-30	\$327.00
081345	Kenilworth Feed Service Ltd.	2025-01-30	\$14.69
081346	Kronos Canadian Systems Inc.	2025-01-30	\$2,733.13
081347		2025-01-30	\$304.41
081348		2025-01-30	\$390.00
081349	Ministry of Finance	2025-01-30	\$195.00
081350		2025-01-30	\$276.84
081351	Perfectmind Inc	2025-01-30	\$2,260.00
081352	Premier Equipment Ltd.	2025-01-30	\$1,918.98
081353	Royal Bank Visa	2025-01-30	\$8,073.78
081354	Shawday Autobody Inc.	2025-01-30	\$4,480.83
081355	Stempski Kelly Associates Inc.	2025-01-30	\$6,398.57
081356	Uline	2025-01-30	\$1,147.14
081357	Enbridge Gas Inc.	2025-01-30	\$4,814.56
081358	Waste Management	2025-01-30	\$1,428.51
081359	Wellington Heights Secondary S	2025-01-30	\$671.93
081360	Wightman Telecom Ltd.	2025-01-30	\$2,712.12
081361	Workplace Safety & Ins Board	2025-01-30	\$13,129.12
EFT0007798	Abell Pest Control Inc	2025-01-30	\$147.48
EFT0007799	ALS Canada Ltd.	2025-01-30	\$1,081.98
EFT0007800	Arthur Agricultural Society	2025-01-30	\$500.00
EFT0007801	Arthur Home Hardware Building	2025-01-30	\$41.78
EFT0007802	B M Ross and Associates	2025-01-30	\$35,245.10
EFT0007803	Brandt Cambridge	2025-01-30	\$4,530.77
EFT0007804	City of Guelph	2025-01-30	\$2,294.51
EFT0007805	Coffey Plumbing, Div. of KTS P	2025-01-30	\$378.19
EFT0007806		2025-01-30	\$119.99
EFT0007807	County of Wellington	2025-01-30	\$4,729.80
EFT0007808	Duncan, Linton LLP, Lawyers	2025-01-30	\$11,238.32

<u>Cheque Number</u>	<u>Vendor Cheque Name</u>	<u>Cheque Date</u>	<u>Amount</u>
EFT0007809	International Trade Specialist	2025-01-30	\$383.39
EFT0007810	K Smart Associates Limited	2025-01-30	\$299.45
EFT0007811	Lavis Contracting Co. Ltd.	2025-01-30	\$86,356.55
EFT0007812	Mount Forest Victory Church	2025-01-30	\$850.00
EFT0007813	Midwest Co-operative Services	2025-01-30	\$714.36
EFT0007814	Officer's Auto Care Inc.	2025-01-30	\$136.64
EFT0007815	Ont Mun Employee Retirement	2025-01-30	\$70,609.54
EFT0007816	Ontario One Call	2025-01-30	\$136.55
EFT0007817	Ont Clean Water Agency	2025-01-30	\$14,671.36
EFT0007818	PETRO-CANADA	2025-01-30	\$3,555.39
EFT0007819	Pryde Truck Service Ltd.	2025-01-30	\$587.14
EFT0007820	Purolator Inc.	2025-01-30	\$254.75
EFT0007821	R&R Pet Paradise	2025-01-30	\$6,124.60
EFT0007822	Reeves Construction Ltd	2025-01-30	\$4,463.50
EFT0007823	Resurfire Corporation	2025-01-30	\$355.95
EFT0007824	Risolv IT Solutions Ltd	2025-01-30	\$7,132.63
EFT0007825	RLB LLP	2025-01-30	\$5,989.00
EFT0007826	ROBERTS FARM EQUIPMENT	2025-01-30	\$1,691.54
EFT0007827	SGS Canada Inc.	2025-01-30	\$2,211.47
EFT0007828	Sterling Backcheck Canada Corp	2025-01-30	\$138.37
EFT0007829		2025-01-30	\$211.30
EFT0007830	Toromont Industries Ltd.	2025-01-30	\$1,386.87
EFT0007831	Triton Engineering Services	2025-01-30	\$67,544.38
EFT0007832	Township of Southgate	2025-01-30	\$8,136.00
EFT0007833		2025-01-30	\$259.31
EFT0007834	Wellington North Power	2025-01-30	\$3,034.71
EFT0007835	Young's Home Hardware Bldg Cen	2025-01-30	\$470.74
081362	1993934 Ontario Inc.	2025-02-12	\$98,836.34
081363	4-h Ontario	2025-02-12	\$500.00
081364	Arthur Public School	2025-02-12	\$500.00
081365	Arthur Foodland	2025-02-12	\$55.55
081366	Arthur Christian School	2025-02-12	\$500.00
081367	Be Sure Financial	2025-02-12	\$7,500.00
081368	Bell Mobility	2025-02-12	\$1,516.43
081369	Biz Bull	2025-02-12	\$678.00
081370	Centre Wellington Community Fo	2025-02-12	\$2,500.00
081371	Chalmers Fuels Inc	2025-02-12	\$7,855.26
081372	Cook's Garage	2025-02-12	\$95.62
081373	DataFix	2025-02-12	\$2,203.50
081374		2025-02-12	\$300.00
081375	Driftscape Corp	2025-02-12	\$7,910.00
081376	Eastlink	2025-02-12	\$552.85
081377	Economic Developers Associatio	2025-02-12	\$481.43

<u>Cheque Number</u>	<u>Vendor Cheque Name</u>	<u>Cheque Date</u>	<u>Amount</u>
081378	Eidt`s BMR Express Hardware	2025-02-12	\$4.28
081379	Ennotville Garage	2025-02-12	\$944.06
081380		2025-02-12	\$7,851.62
081381	Heffernan Auto Care Inc.	2025-02-12	\$2,413.54
081382	Horrigan Overhead Doors 2019	2025-02-12	\$169.50
081383	Hydro One Networks Inc.	2025-02-12	\$1,068.64
081384	JBF Controls Ltd	2025-02-12	\$2,938.00
081385	Kenilworth Public School PATS	2025-02-12	\$500.00
081386		2025-02-12	\$20.00
081387	Metzger Electric Inc	2025-02-12	\$759.36
081388	Mount Forest Foodland	2025-02-12	\$10.48
081389	Minister of Finance	2025-02-12	\$5,434.72
081390	Peavey Mart	2025-02-12	\$127.14
081391	Principles Integrity	2025-02-12	\$1,412.50
081392		2025-02-12	\$3,390.00
081393	Royal Bank Visa	2025-02-12	\$22,066.47
081394	Saugeen Connects	2025-02-12	\$1,500.00
081395	Staples Professional	2025-02-12	\$862.36
081396	Telizon Inc.	2025-02-12	\$862.29
081397	Tom Shupe Plumbing & Heating	2025-02-12	\$4,466.07
081398	Twp of Wellington North	2025-02-12	\$2,285.40
081399	Uline	2025-02-12	\$1,453.26
081400	Enbridge Gas Inc.	2025-02-12	\$9,420.29
081401	Upper Grand Learning Foundatio	2025-02-12	\$7,500.00
081402	Victoria Cross Public School	2025-02-12	\$500.00
081403	Waste Management	2025-02-12	\$1,220.61
081404	Walkerton Clean Water Centre	2025-02-12	\$315.00
081405	WD Property Maintenance	2025-02-12	\$7,085.10
081406	Wellington County Roads Superv	2025-02-12	\$1,250.00
081407		2025-02-12	\$125.00
081408	Wightman Telecom Ltd.	2025-02-12	\$1,200.15
EFT0007836	5053745 Ontario Inc.	2025-02-12	\$4,516.87
EFT0007837	Abell Pest Control Inc	2025-02-12	\$152.43
EFT0007838	A J Stone Company Ltd.	2025-02-12	\$2,696.89
EFT0007839	Assoc Ont Road Superintendents	2025-02-12	\$265.55
EFT0007840	Arthur ACE Hardware	2025-02-12	\$7.62
EFT0007841	Arthur Home Hardware Building	2025-02-12	\$365.08
EFT0007842	Arthurs Fuel	2025-02-12	\$5,310.90
EFT0007843	Brandt Cambridge	2025-02-12	\$277.89
EFT0007844	Broadline Equipment Rental Ltd	2025-02-12	\$85.32
EFT0007845	Canada's Finest Coffee	2025-02-12	\$168.05
EFT0007846	CARQUEST Arthur Inc.	2025-02-12	\$706.36
EFT0007847	Carson Supply	2025-02-12	\$956.18

<u>Cheque Number</u>	<u>Vendor Cheque Name</u>	<u>Cheque Date</u>	<u>Amount</u>
EFT0007848	Cedar Signs	2025-02-12	\$165.47
EFT0007849	Cimco Refrigeration	2025-02-12	\$3,728.27
EFT0007850	Clark Bros Contracting	2025-02-12	\$430.80
EFT0007851	C-Max Fire Solutions	2025-02-12	\$423.75
EFT0007852	Coffey Plumbing, Div. of KTS P	2025-02-12	\$1,469.00
EFT0007853	County of Wellington	2025-02-12	\$12,830.00
EFT0007854	Steve Cudney	2025-02-12	\$150.00
EFT0007855	Decker's Tire Service	2025-02-12	\$220.35
EFT0007856	Delta Elevator Co. Ltd.	2025-02-12	\$2,099.96
EFT0007857	Dewar Services	2025-02-12	\$529.33
EFT0007858	Eric Cox Sanitation LTD.	2025-02-12	\$1,888.26
EFT0007859	Eramosa Engineering Inc.	2025-02-12	\$8,149.13
EFT0007860	eScribe Software Ltd	2025-02-12	\$18,187.35
EFT0007861	Excel Business Systems	2025-02-12	\$883.75
EFT0007862		2025-02-12	\$282.99
EFT0007863	FOSTER SERVICES/822498 ONT INC	2025-02-12	\$1,220.40
EFT0007864	FOXTON FUELS LIMITED	2025-02-12	\$375.43
EFT0007865	Hort Manufacturing (1986) Ltd.	2025-02-12	\$22.15
EFT0007866	Ideal Supply Inc.	2025-02-12	\$3,201.31
EFT0007867	Infrastructure Health & Safety	2025-02-12	\$785.35
EFT0007868	JJ McLellan & Son	2025-02-12	\$767.05
EFT0007869	JPM Architecture Inc.	2025-02-12	\$18,644.77
EFT0007870		2025-02-12	\$118.00
EFT0007871	Maple Lane Farm Service Inc.	2025-02-12	\$3,756.51
EFT0007872	Martin Drainage	2025-02-12	\$3,270.40
EFT0007873	Midcom	2025-02-12	\$1,205.80
EFT0007874		2025-02-12	\$344.65
EFT0007875		2025-02-12	\$158.16
EFT0007876	Midwest Co-operative Services	2025-02-12	\$3,099.07
EFT0007877	Officer's Auto Care Inc.	2025-02-12	\$132.35
EFT0007878	Ontario One Call	2025-02-12	\$168.08
EFT0007879	PETRO-CANADA	2025-02-12	\$3,193.19
EFT0007880	Premier Equipment Ltd.	2025-02-12	\$4,280.97
EFT0007881	Pryde Truck Service Ltd.	2025-02-12	\$4,695.98
EFT0007882	Raynbow Signs	2025-02-12	\$202.27
EFT0007883	Reeves Construction Ltd	2025-02-12	\$14,064.26
EFT0007884	ROBERTS FARM EQUIPMENT	2025-02-12	\$84.87
EFT0007885	Rural Routes Pest Control Inc.	2025-02-12	\$99.93
EFT0007886	Saugeen Community Radio Inc.	2025-02-12	\$1,383.12
EFT0007887		2025-02-12	\$293.79
EFT0007888	Shred All Ltd.	2025-02-12	\$220.35
EFT0007889	Stephen Hale	2025-02-12	\$1,621.55
EFT0007890	Suncor Energy Inc.	2025-02-12	\$58,084.78

<u>Cheque Number</u>	<u>Vendor Cheque Name</u>	<u>Cheque Date</u>	<u>Amount</u>
EFT0007891	Terryberry	2025-02-12	\$136.53
EFT0007892	Teviotdale Truck Service & Rep	2025-02-12	\$161.46
EFT0007893	Viking Cives Ltd	2025-02-12	\$801.08
EFT0007894	Walco Equipment Ltd.	2025-02-12	\$611.33
EFT0007895	Wellington Advertiser	2025-02-12	\$1,105.79
EFT0007896	Wellington Catholic Dist Sch B	2025-02-12	\$13,500.00
EFT0007897	Wellington North Power	2025-02-12	\$69,220.21
EFT0007898		2025-02-12	\$38.99
EFT0007899	Yake Electric Ltd	2025-02-12	\$3,176.43
EFT0007900	Young's Home Hardware Bldg Cen	2025-02-12	\$578.37
Total Amount of Cheques:			\$918,103.25



TOWNSHIP OF WELLINGTON NORTH

TO: Mayor and Council

DATE: 2025-02-24

MEETING TYPE: Open

SUBMITTED BY: Brooke Lambert, Chief Administrative Officer

REPORT #: CAO 2025-003

REPORT TITLE: Wellington North Power Inc. Water and Sewer Billing & Collections Implementation Update

RECOMMENDED MOTION

THAT Council of the Corporation of the Township of Wellington North receive report CAO 2025-001 Wellington North Power Inc. Water and Sewer Billing & Collections Implementation Update;

AND THAT Council direct staff to continue the implementation of the phased transition of Water and Sewer Billing and Collections to property owners;

AND FURTHER THAT Council direct staff to review the use of "House Accounts" for Water and Sewer and bring back recommendations at a future date of Council;

AND FURTHER THAT Council direct staff to apply 2024 arrears in the amount of \$14,356.16 to the property tax bills of the property owners for the 2025 period and that any future year-end water and sewer arrears be applied to the first property tax bill in the calendar year, going forward;

AND FURTHER THAT the 2025/2026 Service Agreement with Wellington North Power Inc for the Provision of Sewer and Collection Services be approved, effective March 1, 2025;

AND FURTHER THAT the Mayor and Clerk be authorized to sign the by-law 013-2025 to enter into the Service Agreement.

PREVIOUS REPORTS/BY-LAWS/RESOLUTIONS

CAO 2024-011 Wellington North Power Inc. Water and Sewer Billing & Collections Implementation Update.

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

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

BACKGROUND

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

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

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

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

All known property owners/landlords impacted by this change were mailed a letter communicating next steps. Information about this transition is also available on the Township’s website at: wellington-north.com. Further, an open house for interested landowners was held on October 10, 2 – 4 pm at the Township of Wellington North Municipal Office in Kenilworth (with approx. 20 participants). At this open house and in the weeks that followed, several questions were posed to Township and WNP staff (frequently asked questions). Attachment A provides a response to these questions.

ANALYSIS

Based on the initial direction received by Council the following steps have been taken by WNP and the Township:

- Services in the name of the Tenant with arrears on November 1, 2024, were transferred to the Landlord/Property Owner by WNP. Letters were sent to both the Tenant and Landlord on October 22, 2024.
- Homeowners with arrears were e-mailed/sent a letter on October 31, 2024 advising arrears as at November 30, will be applied to their Property Tax. WNP provided a list of these accounts to the Township on December 10, 2024.
- Progressing with data clean-up of property owners/landlord names using information provided by the Township.

Landlord/Property Owner Feedback

Staff had the opportunity to review feedback provided at the open house as well as individual submissions provided in the subsequent months. Overall, there was concerns regarding the implementation of the change and the increased administration of the landlords. During the open house several options and resources for landlords were discussed, specifically regarding the options for landlord/tenant leases that can include water and wastewater charges (more information can be found at the Federation of Rental Housing Providers of Ontario - <https://frpo.org>).

Staff heard the need to provide clear deadlines and as much notice as possible to any changes to both the administration of these accounts and the rates that will be charged (as there are mandatory notice periods they must provide their tenants with).

Staff also heard questions regarding the need for “House Accounts” that are billed to the Landlord/Property Owner in addition to the individual unit accounts (to account for water usage in common areas). At this time, it is recommended that Council direct staff to do a more formal review of this type of account and bring back recommendations to a future meeting of Council. This would include the rational and criteria for these accounts as well as the potential financial implications of any modifications that may be recommended.

Next Steps

The Township has completed a review of the final 2024 water and sewer arrears amount and administration regarding adding arrears to the tax bills in 2025. Based on the information provided from WNP there are:

- 30 accounts that have been “finalized” with a total of \$10,923 that will not be collectable (due to the sale of the property during 2024).
- 22 property owner accounts still active with a total of \$14,356.16 in water and sewer arrears.

Staff have the following recommendations for moving forward:

- That staff identify a new finance process for ensuring that water and sewer accounts are cleared before properties are sold (ownership is transferred).
- That communication be sent to the property owners associated with the 22 active accounts and inform them that the arrears amount related to their property will be

added to their July 2025 tax bill. An option to settle the account before May 30th, 2025⁰⁴⁸ will also be provided.

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

The 2025/2026 Service Agreement Schedule A reflects all the changes and further recommendations that have been made in this report (See Draft By-Law 013-2025).

CONSULTATION

Township staff (CAO, Finance, Environmental Services) have consulted with WNP Inc and property owners/landlords throughout the process.

FINANCIAL CONSIDERATIONS

Operating. Improvement in the yearly rate of water and sewer related collections is anticipated. For 2024, the amount of \$14,356.16 will be collected through property tax bills issued in 2025.

ATTACHMENTS

Attachment A - Frequently Asked Questions

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

Background

The Township of Wellington North has a servicing agreement whereby Wellington North Power Inc. (WNP) manages the billing and collection of water and sewer services on behalf of the Township. WNP is the electricity distributor servicing the urban areas of Arthur, Mount Forest and Holstein. In 2024, Township Council directed staff to move to a more proactive account resolution process involving landlords/property directly.

1. Why is this change in policy being made and who approved it?

In May 2024, Council approved the direction to move towards a policy whereby all water and sewer services are to remain the responsibility of property owners and landlords. This change was made due to the increasing amount of arrears that the Township had to write off because of unpaid water and sewer bills. This represents a cost to the tax-payer and impact to the general tax levy.

2. How has this been communicated to property owners/landlords and tenants?

Starting in early 2024, WNP provided communication to both property owners and tenants to let them know of the change and that tenant accounts in arrears would be transferred to the property owner/landlord, so that they could address the arrears.

3. If my tenant does not pay their water and sewer bill, what happens?

WNP follow a diligent collections process with tenants receiving telephone calls, e-mails and letters when their account is in arrears. If the water/sewer services are still unpaid 28 days after the Payment Due Date, the account will be transferred to the property/owner for action. If the account is not paid at this time, the outstanding amount will be added to the property taxes in the following year.

4. Why can't the Township turn off the water?

The Township has consulted with Public Health, who have confirmed that water is considered a "vital service" and cannot be turned off by the Municipality because having no running water would be considered a "health hazard" (see Residential Tenancies Act and the Health Protection and Promotion Act). In addition, there are several logistical considerations that make turning off the water (especially in multi-unit situations) impractical or impossible (without impacting other water users in the building).

5. What if my tenant is in good standing?

Current tenants in good standing will not be affected.

6. I have a new tenant moving into my property – what happens now?

If a new tenant is moving into a unit, the water and sewer account must be set-up with the property owner/landlord. Alternatively, WNP will transfer the services when (if) the tenant notifies them that they are moving out of the unit.

7. How can I include the water and sewer bill amount in the lease with my tenant?

Landlords can include the water and sewer amounts in the monthly rent (as it is a fixed amount) or they may choose to reference this charge outside of the monthly lease/rental amount. For more information on how to include appropriate wording in lease agreements, please visit: the Federation of Rental Housing Providers of Ontario - <https://frpo.org>.

8. What if I have multiple rental properties or properties with multiple units?

Property owners can request to switch all units over at one time, that allows for a more convenient/streamlined administrative approach.

Please note, the Property Owner will only receive 1 bill per month from WNP billed at the number of units multiplied by the water and sewer rates (not one bill per unit).

9. What if my unit/building is vacant?

If a tenant vacates a unit/building and the unit/building is empty, WNP will pause water and sewer billing IF THE HYDRO IS ALSO DISCONNECTED.

10. How are water and sewer rates determined?

The Townships water and sewer rates are determined in the Township of Wellington North's Rates and Fees By-law. The Township completes a Rates and Charges Study for Water and Wastewater services every 5 years and this sets the base amount plus the expected increases for the term of the study. The next Rates and Charges Study will be completed by the Township in 2025.

11. Is the Township going to implement water meters?

The Township uses meters for Industrial, Commercial and Institutional (ICI) water users. Residential units are not metered (with some exceptions existing where ICI is attached).

12. What will happen to the “house accounts” that I had to pay for previously as a property owner?

With all accounts eventually transitioning to the property/landowner, staff are recommending a more detailed review of the “house accounts” with recommendations being brought back to Council for consideration in the future.



TOWNSHIP OF WELLINGTON NORTH

TO: Mayor and Council

DATE: 2025-02-24

MEETING TYPE: Open

SUBMITTED BY: Karren Wallace, Director Legislative Services/Clerk

REPORT #: CLK 2025-003

REPORT TITLE: Mount Forest Cemetery expanded hours

RECOMMENDED MOTION

THAT the Council of the Corporation of the Township of Wellington North receive Report CLK 2025-003 for information;

AND THAT Council direct staff to enter into an agreement with Owen Sound Vault for the provision of burial services in the Mount Forest Cemetery commencing April 1, 2025;

AND FURTHER THAT staff report to Council in November 2025 as to the opportunities and challenges in contracting out the service.

PREVIOUS REPORTS/BY-LAWS/RESOLUTIONS

CLK 2024-030 cemetery hours of operation (Closed)

CLK 2024-029 cemetery repair update

CLK 2024-026 cemetery by-law

CLK 2024-017 cemetery maintenance update

CLK 2024-006 cemetery full cost recovery;

CLK 2024-002 cemetery full cost recovery

CLK 2023-037 cemetery fees and charges

CLK 2023-031 Mount Forest Cemetery entrance repair update Cultural Roundtable

CLK 2021-017 cemetery fees and charges

CLK 2017-037 Mount Forest Cemetery By-law 077-2017

BACKGROUND

At the December 2, 2024 closed meeting of Council, staff were directed to investigate the feasibility of expanding the cemetery hours of operation for burials. Currently all burials take place between the hours of 10:00 am and 3:00 pm Monday to Friday and between 9:00 am and 12:00 pm on Saturday. Funerals are not permitted on Sundays and Statutory holidays, Easter Monday and Remembrance Day (except as required by regulation).

There are three options available for Council's consideration.

OPTION 1 – Contract out all burials

A quote has been obtained to provide contracted services on all interments and inurnments from Monday to Saturday supplying all equipment and staff. Hours of burial to be determined by direction to staff from Council. Municipal staff would continue to mark graves for openings and contracted staff would dig and back fill. The cost of the contractor would be borne entirely by the families needing the service. Municipal staff would continue to do all other operations in the cemetery including monument maintenance, grass cutting, weed trimming, tree canopy maintenance, etc. It is estimated that 25% of time is for opening and closing of graves and the remaining 75% is for regular maintenance.

OPTION 2 – Hire an additional public works position

During the months when the cemetery is conducting burials this individual would work from Tuesday to Saturday. They would become familiar with the cemetery, learn to mark out plots, dig and backfill under the direction of current staff. Additional duties could include ensuring that recreational areas are safe, clean, and enjoyable for the public. This includes inspecting and cleaning public spaces and trails, repairing equipment and plantings, and removing litter. Water flowers in downtown cores, flower beds at community entrances, hanging baskets, and flowerbeds around facilities through collaboration with the BIAs and Horticultural Societies. At parks and playgrounds, monitor trees, shrubs, annual and perennial flowers; pruning, inspecting for diseases, and planting new greenery when necessary. In addition, ensure weeds are maintained and mulch is at the appropriate level. Lead an annual clean-up event of parks, playgrounds and trails internally, partner with local businesses and support local elementary schools in this activity as required. Support in managing the memorial tree program by tracking memorial tree locations, species, plaques, etc. Work with the Green Legacy Program to provide trees to community members and support an annual tree planting event. Collaborate with the Trail Committees to ensure the trails are well maintained, perform hazardous tree inspections and removals, and ensure appropriate signage, bridges, culverts, and trail surfacing. Collaborate with the transportation services team to ensure tree maintenance in public spaces. The months when the cemetery

is closed for burials this staff would work regular hours from Monday to Friday and would do regular public works jobs as assigned.

OPTION 3 – Status Quo

Do not offer expanded burial hours and continue with the same schedule as has been past practice for many years.

ANALYSIS

OPTION 1 - Contract out all interments and inurnments

PRO's	CON's
Remove the burden of Friday afternoon and Saturday burials from existing who already work a number of Saturdays due to support other community events	Mistakes made by a contractor would fall on the municipality to manage
Expanded hours would lead to a better experience of families at funerals where burials occur	Increased administration between cemetery staff, contractors, funeral home
Would reduce the need for two summer students to one summer student	Knowledge and history of cemetery staff would not be available to the contractor
	Will not bury winter storages on Saturdays

OPTION 2 - Hire a new public works position

PRO's	CON's
Remove the burden of Friday afternoon and Saturday burials from existing staff who already work a number of Saturdays to support other community events	Individual would be working with heavy equipment on a job site alone
Expanded hours would lead to a better experience of families at funerals where burials occur	Individual would be working without any supervisor or other staff present
Would reduce the need for two summer student to one summer student	
Would provide additional capacity for parks and recreation in the summer	

Succession planning for cemetery staff	
Would provide additional capacity for the works department during the months when the burials are not being conducted	

OPTION 3 – Status quo

PRO's	CON's
Knowledge and history of cemetery staff would be maintained	Would not accommodate families who wish later burials

CONSULTATION

Public Works

Human Resources

FINANCIAL CONSIDERATIONS

Some of the contracted services are billed at a rate less than what the current fees and charges are charged, while others are more.

Any charges over and above what we currently charge will be borne by the user. Any charges less than what we currently charge will be borne at the existing rate.

ATTACHMENTS

Schedule A comparison of charges.

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

	WN	OSV
INTERMENT CHARGES		
Adult	\$1,613.00	\$ 950.00
Adult Saturday	\$2,003.00	\$ 1,150.00
Child (12 & under)	\$300.00	\$ 950.00
Cremated Remains in Standard Plot	\$563.00	\$ 475.00
Cremated Rem Sat	\$813.00	\$ 600.00
Double Depth Charge	\$397.00	\$ 250.00
Inurnment in Niche	\$344.00	\$ 475.00
Innumment Saturday	\$484.00	\$ 600.00
Scattering Garden	\$185.00	\$ 475.00
Scattering Garden Saturday		\$ 600.00
Burials Inurnments Occurring outside hours of 9am-3pm Mon-Fri. Winter burial charge if ordered by Public Health**	\$130.00	no additional charge
	Standard rate plus all charges	\$ 1,450.00
Winter burial charge if ordered by Public Health Saturday		\$ 1,650.00
DISINTERMENT		
Standard burial*	\$1,613.00	\$ 1,900.00
Cremated remains	\$536.00	
*Owen Sound Vault no Saturdays		

Resolution: EOWC Support of Canadian and Ontario Governments' Negotiations with the United States Government on Trade Tariffs

Moved by: Corinna Smith-Gatcke, Warden of the United Counties of Leeds & Grenville
Seconded by: Steve Ferguson, Vice-Chair, EOWC / Mayor of Prince Edward County

Whereas the Canadian government is currently in negotiations with the United States (U.S.) government on their proposed 25% tariffs on Canadian goods exported to the U.S.; and

Whereas Canada's Prime Minister and Ontario's Premier have outlined several plans to combat the impact that the proposed tariffs would have on Ontario which focus on strengthening trade between Ontario and the U.S. while bringing jobs back home for workers on both sides of the border; and

Whereas the Canadian government has also outlined several ways to address the current relationship with the U.S. including establishing the Council on Canada-U.S. relations to support the federal government as it negotiates with the U.S. on tariffs; and

Whereas trade between Ontario and the U.S. is very important to our residents and local economies, and requires all levels of government to work together in the best interest of those residents; and

Whereas according to data from the Association of Municipalities of Ontario, across Ontario municipalities are expected to spend between \$250 and \$290 billion on infrastructure in the next 10 years; and

Whereas Ontario municipalities have traditionally treated trade partners equally and fairly in all procurements in accordance with our established international trade treaties; and

Whereas municipalities play a crucial role as part of the Team Canada approach to combat tariffs and support businesses in our procurement for capital and infrastructure programs; and

Whereas there are trade barriers between Canadian provinces and territories.

Therefore, be it resolved that the Eastern Ontario Wardens' Caucus supports the Canadian and Ontario governments on the measures they have put in-place in response to the proposed U.S. tariffs on Canadian goods and ask that they take any and all measures to protect the interests of Ontario in any upcoming trade negotiations, and ensure municipalities are part of the coordinated Team Canada approach;

And that the Canadian and Ontario governments remove any impediments to municipalities preferring Canadian companies and services for capital projects and other supplies;

And that the Canadian and Ontario governments take action to remove trade barriers between provinces as a response to U.S. tariffs and support Canadian businesses;

And that the Canadian and Ontario governments remove all legislative barriers that impact the ability to buy local, and indemnify municipalities should there be challenges to buying Canadian;

And that the Canadian and Ontario governments continue to invest in infrastructure to provide stability, jobs, and support our communities' social and economic prosperity over the long-term.

Be it further resolved, that copies of this motion be sent to:

- The Right Hon. Justin Trudeau, Prime Minister of Canada
- The Hon. Melanie Joly, Minister of Foreign Affairs
- The Hon. Nate Erskine-Smith, Minister of Housing, Infrastructure and Communities
- Doug Ford, Leader of the Progressive Conservative Party
- Marit Stiles, Leader of the Ontario New Democratic Party
- Bonnie Crombie, Leader of the Ontario Liberal Party
- Mike Schreiner, Leader of the Ontario Green Party
- Ontario's Minister of Economic Development, Job Creation and Trade
- Ontario's Minister of Municipal Affairs and Housing
- Rebecca Bligh, President, FCM and Councillor, City of Vancouver
- Robin Jones, President, AMO and Mayor of Westport
- Christa Lowry, Chair, Rural Ontario Municipal Association
- Jeff Leal, Chair, Eastern Ontario Leadership Council
- John Beddows, Chair, Eastern Ontario Mayors' Caucus
- All regional Members of Canadian Parliament
- All candidates running as Ontario Members of Parliament
- All of Ontario's municipalities for their support

Carried**Chair Bonnie Clark, EOWC****February 10, 2025**

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

BY-LAW NUMBER 009-2025

**BEING A BY-LAW TO AUTHORIZE THE USE OF OPTICAL
SCANNING VOTE TABULATORS IN THE 2026 MUNICIPAL
ELECTION**

WHEREAS the Council of the Corporation of the Township of Wellington North deems it appropriate and in the public interest to conduct the 2026 municipal election using optical scanning vote tabulators for the purpose of counting votes:

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

1. That the Council of the Corporation of the Township of Wellington North hereby authorizes the use of optical scanning vote tabulators for the purpose of counting votes in the 2026 municipal election.
2. This By-law shall take effect on the date of final passing thereof.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 24TH DAY OF FEBRUARY, 2025**

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

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

BY-LAW NUMBER 010-2025

**BEING A BY-LAW TO AUTHORIZE A VOTE BY MAIL METHOD IN
THE 2026 MUNICIPAL ELECTION**

WHEREAS the Council of the Corporation of the Township of Wellington North deems it appropriate and in the public interest to conduct the 2026 municipal election using a vote by mail method for the purpose of casting ballots:

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

1. That the Council of the Corporation of the Township of Wellington North hereby authorizes the use of a vote by mail method of casting ballots in the 2026 municipal election.
2. This By-law shall take effect on the date of final passing thereof.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 24TH DAY OF FEBRUARY, 2025**

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

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

BY-LAW NUMBER 011-2025

“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 means 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;

“Brownfields” shall mean, a property that are vacant or underutilized places where past industrial or commercial activities may have left contamination (chemical pollution) behind including factories, gas stations, waterfront properties (port lands) formerly used for industrial or commercial activities. If a brownfield property is being redeveloped for a new use, property owners and redevelopers must meet set requirements for:

- a) Assessing the environmental condition of a property through environmental site assessments
- b) Ensuring that the site meets the applicable site condition standards or standards specified in a risk assessment
- c) Submitting a record of site condition for filing in Ontario’s Environmental Site Registry;

“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;

“Normal Agriculture Practice” means a practice that:

- a) Is conducted in a manner consistent with proper and acceptable customs and standards as established and followed by similar agricultural operations under similar circumstances; or
- b) Makes use of innovative technology in a manner consistent with proper advanced farm management practices.;

“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) the Township Zoning By-law;
- (c) the Township Noise By-law;
- (d) the Township Property Standards By-law;
- (e) the requirements of a conservation authority with jurisdiction; and,
- (f) 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) Any work to construct or maintain a farm laneway located on lands zoned Agricultural;
- (n) 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,
- (o) 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:

- 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 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 offense 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 24TH DAY OF FEBRUARY, 2025

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

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

BY-LAW NUMBER 012-2025

**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:**

1. **THAT** the Schedule G in By-law 083-2024 be replaced by the Schedule attached to this by-law as Schedule A

READ AND PASSED THIS 24TH DAY OF FEBRUARY, 2025

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

SCHEDULE A

SCHEDULE "G"

ENGINEERING AND TRANSPORTATION

DESCRIPTION	INSPECTION FEE	*DAMAGE DEPOSIT
Road Crossing Permit	\$450.00	\$3,000
Entrance Permit - Urban	\$200.00	\$2,000.00
Rural/Semi-Urban Entrance Installations		
The applicant would be responsible for all costs to supply a culvert over 600 mm in diameter and/or to supply over 12 meters of culvert and/or to upgrade an existing entrance. Costs would be charged at the current rates.		
*Damage Deposit Fees shall be collected when a Building Permit is issued.		
Entrance Permit – Rural:		
a) Requires up to 12m culvert (up to and including 600mm) including inspection fee		\$2,600.00 **
b) Entrance up to 12m that does not require a culvert including inspection fee		\$2,000.00 **
** Note: Items a & b above within Schedule "G" can be increased in width by 3m increments to a maximum of 20m. Each additional 3m increment carries an associated additional cost of \$600.00.		
	FEE	
Cost of hidden driveway sign installed		\$200.00 each
Civic Addressing – 911 Sign and Post		\$120.00 each
*Replacement sign and post charged at same rate		
Grader rate – at the discretion of the township.(available only to Township of Wellington North ratepayers)		\$175.00/hr
Labourer/Driver Rate		\$60.00/hr
Resident Request for Tree Inspection and Assessment		\$100.00 per tree
Infrastructure Development Fees:		
Fee for services provided by municipal employees		\$125.00 (per hour, per employee)
Sewage Allocation Application		\$275.00/development
Watermain Form 1 Authorization		\$1,500.00
Service Connection Permit Pre-Consultation		\$300.00 per lot
Service Connection Demolition Permit Application and Inspection fee		\$300.00 per lot
Service Connection Demolition Deposit		\$3,000.00 per lot
Low Pressure Sanitary Service Connection		\$1,015.00 per connection

Storm Service Connection Fee	\$1,725.00 per connection
Sanitary Service Connection Fee**	\$2,856.96 per connection
Water Service Connection Fee**	\$2,307.54 per connection
Service Connection Permit-New Service Application and Inspection (1 service)	\$1,500.00
Service Connection Permit-New Service Application and Inspection (2 services connections for same building unit)	\$2,000.00 per 2 connections for same building unit
Service Connection Permit-New Service Application and Inspection (3 services for same building unit)	\$2,500.00 per 3 connections for same building unit
Service Connection New Service Permit Deposit	100% of cost of construction up to a maximum of \$20,000.00
Traffic Count Data	\$30.00 per location
Consolidated Linear Infrastructure Environmental Compliance Approval (CLI-ECA):	
a) Storm Sewer (adding, changing, replacing or extending)	\$3,000.00
b) Quality Device, i.e. Oil/Grit Separator	\$2,500.00 (each appurtenance)
c) Stormwater Management Facility	\$5,000.00 (each system)
d) Low Impact Development	\$3,700.00
e) Sanitary (sewage) Sewer (adding, changing, replacing or extending)	\$3,000.00
f) Sanitary Sewage Pumping Station or Forcemain	\$5,000.00 (each facility or forcemain)
g) Sanitary appurtenance (examples: odour and corrosion control, etc.)	\$3,000.00 (each appurtenance)
h) Review of CLI ECA Amendment Application for MECP submission	\$1,000.00 (each system)
Site Alteration Fees	
Site alteration and fill application fee (Inspection and review not included)	\$2,000.00 Plus deposit \$10,000.00
Site alteration and fill application fee Major (Inspection and review not included)	\$5,000.00 Plus deposit \$20,000.00
Heavy truck fill movement fee (municipal)	\$2.00 per m3
Renewal fee	\$500.00

Revision fee (deducted from application deposit fee) Administrative fee	Engineer fees \$150.00
Consultant Engineer fee administration and inspections (deducted from application deposit fee) Administrative fee	Consultant fees 15%
Minimum 4 hour municipal call out time for grading gravel road surface	\$1,000.00 Additional fees over 4 hours
Minimum 4 hour municipal call out time to vehicle accident scenes as requested by OPP	\$3,000.00 Additional fees over 4 hours
Technical Review Fee	
a) Subdivision over 300 units	\$10,000.00
b) Subdivision over 100 units	\$7,000.00
c) Subdivision under 100 units	\$5,000.00
d) Condominium Review	\$2,600.00
e) Site Plan Review	\$2,600.00
f) Site Plan Review Major (Over 20 residential units)	\$3,500.00
Additional Submission (4 th Submission or more)	\$50.00 (per lot/block/unit)
<p>Note:</p> <ol style="list-style-type: none"> 1. Technical review fee shall be applied at the first submission of a planning application. This cost shall be applied to the application deposit account. 2. Peer Review – the applicant is responsible for the full costs of undertaking peer reviews for any studies or drawings submitted in support of the applications. These costs shall be applied to the application deposit account. 	
Administration and Inspection Construction Work Fees:	
Subdivision	0.7% of Value of Construction of Municipal Services – Payable upon execution of subdivision Agreement.
Re-Inspection	
a) Subdivision over 300 units	\$5,000.00
b) Subdivision over 100 units	\$3,500.00
c) Subdivision under 100 units	\$2,500.00
d) Site Plan Large Scale (11 units and over)	\$1,750.00
e) Site Plan Small Scale (10 units and under)	\$750.00

Note to Schedule G

1. An investigation fee equal to the applicable infrastructure permit fee shall be applied where work has commenced prior to the issuance of the required infrastructure permit in addition to the infrastructure permit fee to be charged when permit is issued, at the discretion of the Infrastructure Services Department.
2. Fees and charges of various services on Schedule "G" are HST Except unless noted.

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

BY-LAW NUMBER 013-2025

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF A SERVICE LEVEL AGREEMENT BETWEEN THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH AND WELLINGTON NORTH POWER INC. FOR THE PROVISION OF WATER AND SEWER BILLING AND COLLECTION SERVICES AND REPEAL BY-LAW 133-2022.

WHEREAS The Corporation of the Township of Wellington North and Wellington North Power Inc. wish to enter into an agreement for the provision of water and sewer billing and collection services.

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 Wellington North Power Inc in substantially the same form as the agreement attached hereto as Schedule "A".
2. That the Mayor and the Clerk of the Corporation of the Township of Wellington North are hereby authorized and directed to execute the said agreement and all other documentation required on behalf of the Corporation.
3. AND THAT By-law 133-2022 is repealed effective March 1, 2025.

READ AND PASSED THIS 24th DAY OF FEBRUARY, 2025

ANDREW LENNOX, MAYOR

KARREN WALLACE CLERK

WELLINGTON NORTH POWER INC.

- and -

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

WATER & SEWER BILLING AND COLLECTIONS SERVICES AGREEMENT

March 1 2025 to December 31 2026

February 13, 2025

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THIS AGREEMENT made as of this 24th day of February, 2025

BETWEEN:

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

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

- and -

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

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

WHEREAS

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

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

1. Definitions

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

"Account" means customer account set-up with the Contractor. The accountholder is the owner, landlord or grandfathered-tenant of the service address that is billed for the water and/or sewer usage. The accountholder is responsible for the payment of all bills relating to water and/or sewer charges and usage fees;

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

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

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

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

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

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

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

"CSA" means the Canadian Standards Association;

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

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

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

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

"Fees and Charges" means the financial fees, charges set by the Township for the payment of water and sewer services as consumed by the accountholder. The fees and charges are established

in By-Laws passed by the Township setting-out the fees to be applied by the Contractor for the purposes of billing the accountholder. These fees include metered rates (i.e. a rate per m³ of water), flat rates (i.e. a single rate to be applied regardless of usage), maintenance fees and account set-up fees;

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

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

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

"Laws and Regulations" means:

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

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

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

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

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

"Non-Metered" means there is no meter installed at account-holder's property to measure the quantity of water withdrawn or sewer wastage disposed;

"Non-Routine Service Request" is a Service Request in respect of a Critical Failure;

"OEB" means the Ontario Energy Board or its successor;

"OESC" means the Ontario Electrical Safety Code;

"Party" means the Township or the Contractor;

"Person" means a natural person, firm, trust, partnership, limited partnership, company or corporation (with or without share capital), joint venture, sole proprietorship, Governmental Authority or other entity of any kind;

"Personal Information" has the meaning ascribed to such term in the MFIPPA;

"Receiving Party" means, with respect to Confidential Information, the Party receiving Confidential Information and may be the Township or the Contractor, as applicable;

"Representatives" means a Party's directors, officers, employees, auditors, consultants, advisors (including economic and legal advisors), contractors and agents and the agents and advisors of such Persons;

"Schedules" means the Schedule(s) annexed to this Agreement and forming part of this Agreement which identify the nature of services to be provided, the pricing mechanisms, the cost allocation mechanisms, and the apportionment of risks (including risks related to under or over provision of service);

"Services" has the meaning ascribed to such term in Section 3.1; and

"Service Request" has the meaning ascribed thereto in Schedule A.

2. Interpretations

2.1 In this Agreement:

- (a) Words denoting the singular include the plural and vice versa and words denoting any gender include all genders;
- (b) All usage of the word "including" or the phrase "e.g.," in this Agreement shall mean "including, without limitation," throughout this Agreement;
- (c) Any reference to a statute shall mean the statute in force as at the date hereof, together with all regulations promulgated there under, as the same may be amended, re-enacted, consolidated and/or replaced, from time to time, and any successor statute thereto, unless otherwise expressly provided;
- (d) Any reference to a specific executive position or an internal division or department of a Party shall include any successor positions, divisions or departments having

substantially the same responsibilities or performing substantially the same functions;

- (e) When calculating the period of time within which or following which any act is to be done or step taken, the date which is the reference day in calculating such period shall be excluded; and if the last day of such period is not a Business Day, the period shall end on the next Business Day;
- (f) All dollar amounts are expressed in Canadian dollars;
- (g) The division of this Agreement into separate articles, sections, subsections and schedules, the provision of a table of contents and the insertion of headings is for convenience of reference only and shall not affect the construction or interpretation of this Agreement;
- (h) Words or abbreviations which have well known or trade meanings are used herein in accordance with their recognized meanings;
- (i) The terms and conditions hereof are the result of negotiations between the Parties and the Parties therefore agree that this Agreement shall not be construed in favour of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of this Agreement;
- (j) This Agreement shall not be deemed nor construed to be the formation of a partnership as between the Parties and only those matters that are specifically dealt with in this Agreement are to be the subject matter of any rights and obligations on the part of the Parties;
- (k) Unless otherwise defined in this Agreement, words and phrases that have not been defined shall have the meaning ascribed to them in the licenses issued by the OEB pursuant to the Act or the *Electricity Act, 1998*, as the case may be; and
- (l) Headings are for convenience only and shall not affect the interpretation of this Agreement. Words importing the singular include the plural and vice versa. A reference to a document or a provision of a document includes an amendment or supplement to, or a replacement of, that document or that provision of that document.

3. Services

- 3.1. The Contractor shall provide to the Township the services described in the Schedules hereto (the "**Services**") for the consideration set out therein.
- 3.2. The Contractor and its personnel will, in providing Services hereunder, comply with the reasonable policies, requests, standard rules, regulations and other requirements of the Township regarding safety and health, personal, professional and security conduct generally applicable were the Township to carry out the Services on its own behalf and which the Township has provided to the Contractor from time to time

- 3.3. The Township and the Contractor may, from time to time, agree to modifications to the Services
- 3.4. Representatives of the Contractor who perform any of the Services for or on behalf of the Contractor under this Agreement shall not be considered agents or employees of the Township for any purpose whatsoever. The Contractor will be solely responsible for the compensation of all its Representatives and will comply with any statutory obligations under Laws and Regulations as their employer, if applicable.
- 3.5. Each Party shall ensure accounting and financial separation (as that phrase is used in the ARC) and shall maintain separate financial records and books of account.
- 3.6. Except as otherwise expressly provided herein, risk of over- or under-provision of Services shall be borne by the Contractor.
- 3.7. Each Party agrees that its Representatives shall exercise due care that no person or property is injured and that no rights are infringed in the performance of or in respect, to this Agreement.
- 3.8. The Township shall provide the Contractor, as needed, with By-Laws, Fees and Charges for Water and Sewer Services provided by the Municipality, water meter details, dates of water meters being connected/disconnected, opening/closing water meter readings, addition or removal of water and/or sewer services from a property (properties), whether in paper, digital or other format, reasonably necessary or appropriate for the purpose of delivery of the Services by the Contractor.
- 3.9. The Township shall promptly notify and provide the Contractor with any changes or updates to the water and/or sewer infrastructure (i.e. removal or addition of services) or upon any even or circumstance that would reasonably be expected to result in a change to the structure or count of water and/or sewer services.
- 3.10. The Township is responsible for the installation, testing, verification, accuracy, measurement of new and replacement of water meters.
- 3.11. The Township is responsible for providing the Contractor with updates/amendments concerning Resolutions, By-Laws, Government / Ministerial directives or regulatory changes that could affect the billing and collection of water/sewer accounts.
- 3.12. The Township is responsible for providing the Contractor with new/revised water and/or sewer rates as well as any associated fees or charges at least 30 days prior to their effective date.
- 3.13. The Township is responsible for investigation and resolution of customer claims concerning excessive water usage, illegal water use and/or water leaks.
- 3.14. The Township will act as a mediator and will have the ultimate decision in determining corrective action to resolve customer disputes concerning water / sewer billing or account collection.

4. Fees and Payments

- 4.1 The Contractor shall issue a cheque each month to the Township for water and sewer revenues billed (not collected). This cheque payment is based upon:
- (a) The water (both metered and non-metered) usage and sewer usage for all customers billed multiplied by the water and sewer rates as set by the Township;
 - (b) Any additional specific charges that the Township have requested the Contractor to apply to certain accounts;
 - (c) Excludes "Account Set-up" fee for "new" customer and landlords.
- 4.2 The Contractor shall invoice and receive payment from the Township for the services provided as detailed in Schedule A as follows:
- (a) The Contractor shall deliver a monthly invoice setting forth the aggregate fees due;
 - (b) The Township shall, within 30 days of the date after receipt of an invoice from the Contractor pursuant to this Agreement notify the Contractor of any amounts therein which the Township reasonably considers not properly due to the Contractor, provided that the Township shall be required to pay such disputed amounts and the Contractor shall be entitled to hold such amounts pending resolution of the dispute;
 - (c) Subject to Section 4.2(b), the Township shall pay the amounts set out in an invoice referred to in Section 4.2(a) in such manner as directed in the invoice within 30 days of the date of such invoice (unless expressly set out otherwise in the invoice, provided that the Contractor shall not be permitted to require payment by the Township of an invoiced amount within a time period less than 30 days).
- 4.3 Fees for Services within the terms of this Agreement do not include the Harmonized Goods and Services Tax (HST).
- 4.4 All Services provided by the Contractor as outlined in the Agreement and Schedules are subject to the charges specified therein. No additional fees or charges are applicable unless otherwise specified in the related Schedule.
- 4.5 If the Township fails to pay any such invoices within the time specified, interest shall accrue from the payment due date at the prime rate as stated by the TD Canada Trust Bank from time to time.

5. Bi-Annual Review of Schedules

- 5.1 The Parties shall review the contents of each Schedule on a bi-annual (every 2 years) basis. The purpose of such review shall be to determine whether the activities described in each Schedule continue to be accurate. The Parties shall also review the fees charged for each service, to ensure they continue to be set at appropriate levels.

- 5.2 In the event that during such a review, disagreements arise with respect to the suggested amendments to any Schedule and the Parties cannot settle these disagreements, either Party shall have the ability to require the contents of the Schedule or Schedules under disagreement to be submitted to dispute resolution in accordance with the provisions of Section 7 of this Agreement

6. **Indemnification**

- (a) Subject to Section 17 of this Agreement, each Party (the "**Indemnifying Party**") agrees to indemnify and hold harmless the other Party's Indemnified Parties (as hereinafter defined) from and against any and all losses, damages, injuries, liabilities or costs (collectively, "**Claims**") that such Indemnified Parties suffer or incur in connection with, or relating to: (i) any act or omission, negligence, willful misconduct, or fraud by the Indemnifying Party or those for whom the Indemnifying Party is in law responsible relating to its obligations under this Agreement, (ii) any default or breach by the Indemnifying Party or those for whom the Indemnifying Party is in law responsible of any representation, warranty, covenant, obligation, or agreement herein. For the purposes of this Section 6.1, a Party's "**Indemnified Parties**" means such Party and its directors, officers, shareholders, employees, agents and those for whom they are in law responsible;
- (b) Notwithstanding Section 17 of this Agreement, the Township shall indemnify and hold harmless the Contractors Indemnified Parties (other than the Township) in respect of Claims relating to or arising out of:
- (i) non-functioning water meter, water service or sewer service, where the incident or circumstance giving rise to the Claim arose prior to the date of this Agreement;
 - (ii) inadequate water and/or sewer service monitoring or reporting by the Township; and
 - (iii) inadequate or defective water and/or sewer service design or construction.

This indemnity shall survive the expiration or earlier termination of this Agreement.

7. **Dispute Resolution**

- 7.1 In the event of a dispute regarding this Agreement, before any party may submit the dispute to arbitration in accordance with Section 7.2, such party shall first provide written notice to the other party of the particulars of the dispute, following which the Parties shall use all reasonable efforts to resolve the dispute amicably, promptly and in good faith.
- 7.2 If pursuant to Section 7.1, the Parties cannot come to a resolution of a dispute regarding this Agreement within ten (10) Business Days of the date of receipt of the written notice referred to in Section 7.1, the dispute may be submitted to arbitration by either party subject, as applicable, to the provisions of Sections 7.1, 7.2 and 7.3. Arbitration shall be conducted pursuant to the *Arbitration Act, 1991* of Ontario, as amended and then in effect to the extent not inconsistent with the rules herein specified. Such arbitration shall be held

in Toronto Ontario, or in any other mutually agreed upon location. Unless otherwise mutually agreed, the dispute shall be heard by one arbitrator who has not previously been employed or otherwise retained by/or affiliated with a person that has been employed or otherwise retained by either party, does not have a direct or indirect interest in either party and shall be disinterested in the subject matter of the dispute. Such arbitrator shall either be as mutually agreed by the Parties within thirty (30) days after agreeing to arbitration or failing agreement, shall be selected under the rules of the *Arbitration Act, 1991* of Ontario. The judgment rendered by the arbitrator may be enforced in any court of competent jurisdiction.

- 7.3 All costs of the arbitration shall be paid equally by the Parties, unless the award shall specify a different division of the costs. Each party shall be responsible for its own expenses, including attorney's fees unless, the award shall specify differently.
- 7.4 Should the Parties submit to arbitration pursuant to Section 7.2, then the following arbitration rules shall apply. Subject to Section 7 hereof, the arbitrator shall be bound by the terms of this Agreement and may not detract from or add to its items. The Parties may by mutual agreement specify the rules that are to govern the arbitration proceedings and limit the matters to be considered. The findings and award of the arbitrator shall be final and conclusive and shall be binding upon the Parties and shall not be subject to appeal. Each party agrees that it will not bring a lawsuit concerning any dispute covered by the arbitration provision.

8. Audit Rights

- 8.1 Any party to this Agreement may, at reasonable intervals, upon reasonable notice and at reasonable times during normal business hours, have such access to the records of the other party or Parties as is necessary for purposes of auditing, and investigating compliance with this Agreement. This access will be limited to information that is pertinent to the specific Services contemplated under the Schedules executed by the specific party initiating the compliance audit or investigation.

9. Term and Termination

- 9.1 This Agreement is effective immediately following signing by all Parties hereto and shall continue in effect until terminated pursuant to this Agreement or otherwise pursuant to law.
- 9.2 The Agreement shall have a term of five years commencing on the date hereof. The term of this Agreement shall be extended at the end of the initial term and each extension thereof by one year unless a Party provides a notice of termination to the other Party of its intention to terminate the Agreement not later than one hundred and eighty (180) days prior to the end of the term then in effect.
- 9.3 In addition to the termination rights under Section 9.2, this Agreement may be terminated upon 180 days written notice by either the Contractor or the Township to terminate the Agreement, unless the Contractor and the Township mutually agree to an earlier termination date.

- 9.4 Following delivery and receipt of a notice under Section 9.2, this Agreement and all rights and obligations hereunder shall terminate, other than those rights and obligations expressly intended to survive such termination.

10. Force Majeure

- 10.1 No Party shall be liable for a failure or delay in the performance of its obligations pursuant to this Agreement:
- (a) Provided that such failure or delay could not have been prevented by reasonable precautions;
 - (b) Provided that such failure or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, work around plans or other means; and
 - (c) If and to the extent such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions, strikes, lock outs or labour disruptions or revolutions in Canada, or any other similar causes beyond the reasonable control of such Party, (each, a "**Force Majeure Event**").

Upon the occurrence of a Force Majeure Event, the non-performing Party shall be excused from any further performance of those of its obligations pursuant to this Agreement affected by the Force Majeure Event only for so long as:

- (a) Such Force Majeure Event continues; and
- (b) Such Party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

The Party delayed by a Force Majeure Event shall:

- (a) Immediately notify the other Party of the occurrence of a Force Majeure Event; and
- (b) Describe in reasonable detail the circumstances causing the Force Majeure Event.

11. Confidentiality and Ownership of Information

- 11.1 Each Party agrees that Confidential Information of the other Party shall be kept confidential.
- 11.2 Each Party shall take such reasonable measures as are necessary in order to comply with the confidentiality obligations under Section 11.1 above.
- 11.3 Information stored or produced by a Party on the sole behalf of the other Party, shall be the property of the Party on whose sole behalf such information is stored or produced. Where such information consists of an original report, computer programme, information, or intellectual property produced by a Party for the sole purpose of supplying Services to that

other Party and the cost of producing such report is included in the remuneration payable by such other Party, the property to such original report, computer programme, information, or intellectual property shall belong to such other Party. The foregoing shall not apply where information is stored or produced by a Party to this Agreement on behalf of a third party, or where the information is stored and produced by a Party for the mixed benefit of another party and the party which produced the information.

- 11.4 No independent contractor of the Contractor shall have access to any Confidential Consumer Information of the Township, except for purposes related to activities under this Agreement.
- 11.5 Both Parties agree that accounting and financial separation of the Contractor from the Township will be established and maintained. Further the Parties agree to protect the confidentiality of customer information, where applicable. This provision will include compliance with the provisions of the current version of section 5900 of the Canadian Institute of Chartered Accountants Handbook.
- 11.6 Notwithstanding Section 11.1,
- (a) The Parties hereby acknowledge and agree that the Contractor may be obligated to disclose Confidential Information relating to this Agreement to the OEB and any other Governmental Authority to which Utilities may be required to report in connection with filing a rate application with the OEB, under the Affiliate Relationships Code, the OEB's Reporting and Record Keeping Requirements or in accordance with any other Laws and Regulations;
 - (b) The Parties hereby acknowledge that they are both subject to MFIPPA and that as a result either Party may be required to disclose Confidential Information concerning this Agreement or the other Party in accordance with the provisions of MFIPPA;
 - (c) In the event that a Receiving Party is required by law to disclose any Confidential Information to a Governmental Authority, or any other person, including, without limitation, any disclosure required pursuant to a request under MFIPPA, such Party may so disclose; provided that it shall, to the extent permitted by Applicable Law, first inform the Disclosing Party of the request or requirement for disclosure to allow an opportunity for the Disclosing Party to apply for an order to prohibit or restrict such disclosure;
 - (d) The Township acknowledges and agrees that the use and disclosure of any information relating to the customers of Utilities is governed by requirements of the OEB Act and regulations, licences, codes and procedures established by the OEB ("**OEB Requirements**"). The Township acknowledges and agrees that if any of the Contractor's Confidential Information relating to its smart sub-metering providers, wholesalers, consumers, retailers or generators is disclosed to the Township or its Representatives hereunder, the Township shall strictly comply, and shall cause its Representatives to strictly comply with the OEB Requirements, the

requirements, policies or procedures of the Contractor, the ARC, MFIPPA and all other Laws and Regulations; and

- (e) The Contractor agrees and acknowledges that if any Personal Information is disclosed by the Township to the Contractor or its Representatives, the Contractor shall strictly comply and shall cause its Representatives to strictly comply with the requirements of MFIPPA and such other requirements, policies or procedures of the Township related to or arising from such disclosures, and all other Laws and Regulations.
- 11.7 Except for disclosures made pursuant to Section 11.6, as required by Laws and Regulations or any Governmental Authority or as required to fulfil the terms of this Agreement, each Party shall be responsible for any breach of this Agreement by the Party, its Representatives and any person to whom it discloses any Confidential Information or Personal Information. The Parties agree that a Disclosing Party would be irreparably injured by a breach of this Agreement by a Receiving Party or by any person to whom it discloses any Confidential Information or Personal Information and that monetary damages would not be a sufficient remedy. Therefore, in such event, the Disclosing Party shall be entitled to equitable relief, including injunctive relief without proof of actual damages, as well as specific performance. Such remedies shall not be deemed to be exclusive remedies for a breach of this Agreement but shall be in addition to all other remedies available at law or equity.
- 11.8 Subject to Laws and Regulations, upon completion or termination of this Agreement, or upon ten (10) days written notice from the Disclosing Party requesting return or destruction of any or all Confidential Information, the Receiving Party shall forthwith return to the Disclosing Party or destroy, without retaining any copies thereof unless otherwise required by Laws and Regulations, all such Confidential Information.

12. Records Maintenance

- 12.1 Each Party shall maintain all relevant records relating to the performance of the Services for the Minimum Retention Period or such longer period of time as may be required under Laws and Regulations. Each Party shall provide those records to the other Party upon request and without delay, including as and when a Party requires the records for purposes of complying with Laws and Regulations or for purpose of responding to a request from or in a proceeding under the authority of a Governmental Authority.

13. Default and Remedies

- 13.1 The occurrence of any one or more of the following events shall constitute a default (a "**Default**") by a Party (the "**Defaulting Party**") under this Agreement and shall constitute an "**Event of Default**" if such Default is not remedied prior to the expiry of any notice period and any cure period applicable to such Default:
- (a) If the Defaulting Party fails to pay any amount due to the other Party under this Agreement and such failure shall continue unremedied for sixty (60) days following notice in writing thereof to the Defaulting Party by the other Party; or

- (b) If the Defaulting Party fails in any material respect to perform or observe any of its other material obligations under this Agreement and such failure shall continue unremedied for a period of sixty (60) days following notice in writing thereof (giving particulars of the failure in reasonable detail) from the other Party to the Defaulting Party or such longer period as may be reasonably necessary to cure such failure (if such failure is capable of being cured), provided that the Defaulting Party:
- (i) Proceeds with all due diligence to cure or cause to be cured such failure; and
 - (ii) In proceeding so, can be reasonably expected to cure or cause to be cured such failure within a reasonable time frame acceptable to the other Party acting reasonably.

13.2 Unless otherwise agreed to in writing, in the event of an Event of Default the non-defaulting Party may terminate this Agreement as it relates to the non-defaulting Party upon notice in writing and all amounts payable by the defaulting Party hereunder, including under Section 6, shall become due and payable forthwith. The remedies in this Section 13 are expressly in lieu of any or all of the remedies which may be available to a Party in respect of or under this Agreement resulting from the furnishing, the failure to furnish or the quality of any Services.

14. Successors and Assigns

14.1 This Agreement shall enure to the benefit and be binding upon the Parties hereto and their respective successors and assigns, provided that there shall be no assignment of this Agreement without the prior written consent of the Parties hereto. The foregoing shall not prevent the Contractor from contracting out the performance of any of its obligations hereunder.

14.2 Written consent under Section 14.1 is not required where the transfer of the Agreement responsibilities to a successor or assign is necessary to fulfil the Party's statutory or regulatory obligations

15. Notice of Claims

15.1 The Township shall promptly give written notice to the Contractor, and the Contractor shall promptly give notice to the Township, of all material claims, proceedings, notices of regulatory non-compliance from any regulatory authority, disputes (including labour disputes) or litigation which it reasonably believes could have a material adverse effect on the fulfilment of any of the material terms hereof by the Township or the Contractor (whether or not any such claim, proceeding, dispute or litigation is covered by insurance) in respect of its own operations of which any of them is aware. Each Party shall provide the other Party with all information reasonably requested from time to time concerning the status of such claims, proceedings, notices, disputes, or litigation, and any developments relating thereto.

16. **Insurance**

16.1 Neither Party nor any of its subcontractors shall commence the performance of Services until such Party has obtained, at its own expense, the following minimum insurance coverage which it shall maintain in full force and effect for the duration of the Term:

- (a) Commercial General Liability insurance with limits of at least \$10,000,000.00 per occurrence involving bodily injury, personal injury, death, or property damage, with the other Party listed as an additional insured and including a cross-liability provision, and coverage for completed operations, non-owned auto, tenant's legal liability, coverage for hazardous operations, and contractual liability;
- (b) Professional Liability/Errors and Omissions Insurance that has limits of not less than \$5,000,000 per claim. The policy must be in place continuously from the commencement of the Agreement until two (2) years after the expiration of the Term;
- (c) Workers' Compensation Insurance applicable in the Province of Ontario for the Services or any portion of the Services is to be performed. The applicable Party shall ensure that all subcontractors, suppliers, agents, and invitees also qualify and carry such required insurance before providing Services. In the event that a subcontractor is exempt from workers compensation laws or requirements, (1) a letter to this effect must be written and signed by the workers compensation authority or applicable board for the jurisdiction in which the Services is to be performed, and
- (d) Delivered to the Parties prior to commencement of any Services and (2) the Commercial General Liability insurance required under Section 16.1(a) is to include Employer's Liability coverage.
- (e) Automobile Liability Insurance in compliance with any and all statutory motor vehicle liability requirements, for all owned, hired and non-owned vehicles in a Party's care, custody & control, with a Combined Single Limit of \$2,000,000 Bodily Injury Liability and Property Damage Liability per occurrence; and
- (f) Umbrella/Excess Liability Insurance may be in place to satisfy the insurance requirements set out in this Section 16.1, where applicable.

Neither Party shall cancel, allow to lapse or materially change in any way the insurance required pursuant to this Section 16.1 until 30 days after written notice of same is provided to the other Party. If a Party fails to provide or to maintain the insurance required by this Section 16.1, then the other Party shall have the right to provide and maintain such insurance, at the non-compliant Party's sole cost and expense.

16.2 All insurance must be placed with carriers holding a minimum financial rating of A-or better with A.M. Best and with insurers licensed to underwrite insurance in Canada. No requirement above shall impose on either Party a duty or obligation to verify the existence or adequacy of the insurance coverage maintained by the other Party, nor shall either Party be responsible for any representations or warranties made by the other Party to any

insurance company or underwriter. All insurance shall be primary over and noncontributing with, and not in excess of, any other insurance held or obtained by the other Party.

- 16.3 Each Party shall be responsible for the deductible amounts owing under its insurance policies.

17. Limitation of Liability

- 17.1 Other than as provided in Section 6(b), a Party's liability to the other Party hereunder in any fiscal year shall be limited to an aggregate dollar amount equal to the costs incurred by the Township for the Services to be provided by the Contractor in respect of such year in accordance with the Schedules hereto and shall be limited to direct damages. Neither Party will be liable to the other for any special, indirect, incidental or consequential damages, lost business revenue, loss of profits, whether based on breach of contract or tort (including negligence) or otherwise.

18. Representations and Warranties of the Contractor

- 18.1 The Contractor hereby represents and warrants to the Township as follows and acknowledges that the Township is relying on such representations and warranties in connection herewith:
- (a) The Contractor is a corporation, duly incorporated, validly existing and in good standing under the laws of the Province of Ontario and it has the rights, powers and privileges to execute and deliver this Agreement and to perform its obligations hereunder;
 - (b) The execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate action;
 - (c) This Agreement has been duly executed and delivered by the Contractor and constitutes a legal, valid and binding obligation of the Contractor, enforceable against the Contractor by the Township in accordance with its terms; and
 - (d) The Contractor has the necessary resources and expertise to acquire or perform the Services and its obligations hereunder.

19. Representations and Warranties of the Township

- 19.1 The Township hereby represents and warrants to the Contractor as follows and acknowledges that the Contractor is relying on such representations and warranties in connection herewith:
- (a) The Township is a corporation, duly incorporated, validly existing and in good standing under the laws of the Province of Ontario and it has the rights, powers and privileges to execute and deliver this Agreement and to perform its obligations hereunder;

- (b) The execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate actions; and
- (c) This Agreement has been duly executed and delivered by the Township and constitutes a legal, valid and binding obligation of the Township, enforceable against the Township by the Contractor in accordance with its terms.

20. Notices

- 20.1 All notices required or desired to be given to any Party in connection with this Agreement or arising therefrom shall be in writing and shall be given by prepaid post or hand delivery at the following addresses:

To the Township: The Corporation of the Township of Wellington North
 7490 Sideroad 7 W, PO Box 125
 Kenilworth, ON
 N0G 2E0

Attention: CAO

To the Contractor: Wellington North Power Inc.
 290 Queen Street West, P.O. Box 359
 Mount Forest, ON
 N0G 2L0

Attention: CEO/President

or to such other address or individual as may be designated by written notice to the other Party. Any notice given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery hereof and if sent by prepaid post, on the third day after mailing.

21. Amendments

- 21.1 Subject to any provisions of the Agreement to the contrary, any of the terms of this Agreement may be amended with the consent of both Parties and any and all amendments shall be in writing and executed by the appropriate authorized signing officers of each Party. All amendments shall be supplemental and form part of this Agreement.

22. Termination of Prior Agreements

- 22.1 In the event that, immediately preceding the date hereof, either Party was providing Services to the other Party (collectively, "**Prior Services**") pursuant to formal or informal arrangements effected verbally or in writing (collectively, "**Prior Agreements**"), the Parties agree that such Prior Agreements shall terminate on the date of this Agreement.
- 22.2 Any settlement of accounts in relation to a Prior Agreement shall be completed within 90 days of the date hereof (the "**Settlement Period**"). Upon expiration of the Settlement Period, all accounts in relation to the Prior Agreements shall be deemed to be fully settled

and closed. The Parties acknowledge and agree that any failure by either Party to terminate or fulfil its obligations pursuant to a Prior Agreement or any action associated therewith shall not delay, hinder, modify, or invalidate any provision of this Agreement.

23. General

- 23.1 If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable or contrary to law, then the remaining provisions of this Agreement, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each such provision of this Agreement shall be valid and enforceable to the extent granted by law. If any clause is deemed unenforceable or contrary to law, the parties shall alter the said clause and this agreement to produce enforceability or compliance with law such that the intent of the original clause is maintained and such change or alteration may be established through the dispute resolution clause in this agreement.
- 23.2 No delay or omission by a Party to exercise any right or power it has under this Agreement or to object to the failure of any covenant of any other Party to be performed in a timely and complete manner, shall impair any such right or power or be construed as a waiver of any succeeding breach or any other covenant. All waivers must be in writing and signed by the Party waiving its rights.
- 23.3 This Agreement constitutes the entire agreement among the Parties with respect to the Services, and there are no other representations, understandings or agreements, either oral or written, between the Parties other than as herein set forth.
- 23.4 This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein, excluding their rules governing conflicts of laws. The Parties hereby agree that, subject to Section 7, the courts of the Province of Ontario shall have exclusive jurisdiction over disputes under this Agreement, and the Parties agree that jurisdiction and venue in such courts is appropriate and irrevocably attorn to the jurisdiction of such courts.
- 23.5 The terms of Sections 4, 6, 7, 8, 11, 12, 15, 16, 17, 20, 23.4 and 23.9 shall survive the expiration of this Agreement or termination of this Agreement for any reason.
- 23.6 Subject to Section 6.1, each Party intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any person or entity other than the Parties.
- 23.7 The Parties agree that, subsequent to the execution and delivery of this Agreement and without any additional consideration, the Parties shall execute and deliver or cause to be executed and delivered any further legal instruments and perform any acts which are or may become necessary to effectuate the purposes of this Agreement and to complete the transactions contemplated hereunder.
- 23.8 This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which taken together will be deemed to constitute one and the same instrument. Delivery of an executed signature page to this Agreement

by any Party by electronic transmission will be as effective as delivery of a manually executed copy of the Agreement by such Party.

- 23.9 The terms and conditions hereof are the result of negotiations between the Parties and the Parties therefore agree that this Agreement shall not be construed in favour of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of this Agreement.
- 23.10 This Agreement shall not be deemed nor construed to be the formation of a partnership as between the Parties and only those matters that are specifically dealt with in this Agreement are to be the subject matter of any rights and obligations on the part of the Parties.

[signature page follows]

24. Executed Agreement

IN WITNESS WHEREOF the Parties have duly executed this Agreement on the date first above written.

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

Signature: _____

Name: _____

Title: _____

Signature: _____

Name: _____

Title: _____

I/We have authority to bind the corporation.

WELLINGTON NORTH POWER INC

Signature: _____

Name: _____

Title: _____

I/We have authority to bind the corporation.

SCHEDULE A - SERVICES

1. Objective

The Services shall be carried out by the Contractor with the objective ensuring the proper elements and commitments are in place to provide the service expectations of the Township for the provision of water and sewer billing and collections services as provided by the Contractor.

2. Description of Services

The following services, to be provided by the Contractor, are considered to be in-scope for this Agreement:

2.1 Billing of Water and Sewer Accounts

- a) The Contractor will bill water and sewer customer accounts every month.
- b) The Contractor will apply the following method for billing water and sewer accounts:
 - (i) For non-metered accounts, apply a flat rate fee for water and sewer as established by the Township from time to time.
 - (ii) For metered accounts, take metered usage multiplied by the rate for water and sewer as set by the Township.
- c) For an account where there is no sewer infrastructure supplied or maintained by the Township of Wellington North, the Contractor will bill only for water usage.
- d) The Contractor will include water and sewer charges on the service provider's electricity invoice.
- e) Monthly invoices will be issued to customers on/shortly after the 15th of every month.
- f) Prior to issuing customer invoices, the Contractor will perform validation checks on a sample of bills to ensure correctness of rates applied, and where appropriate, metered volume.
- g) For metered accounts, the Contractor will:
 - (i) Obtain a reading from the meter at the property at the end of each month.
 - (ii) The readings will be collected by a Meter Reader under the direction of the Contractor using a hand-held device. Readings will be downloaded into the Contractor's IT systems to enable billing.
 - (iii) Downloaded readings will be validated including:
 - Was a reading obtained?
 - Is the reading exceptionally high or low when compared to prior months and/or same month last year?

- h) If a reading was not obtained, the Contractor will:
 - (i) Create an "Estimate Read" based on prior month's readings.
 - (ii) For a "Final" account (i.e. customer is vacating the property), if the meter reading is not available, the Contractor will contact the Township's water department and request a site visit to obtain a reading that can be used for final billing of the account. The Township's water department staff will provide the Contractor with a meter reading as soon as possible.
 - (iii) If no actual meter reading is available at the time of generating monthly bills, the Contractor will use an "Estimated Meter Reading" to final the account.
- i) For "exceptionally high or low readings", the Contractor will:
 - (i) Pro-actively contact the customer before issuing the monthly bill.
 - (ii) Contact will be either by telephone or e-mail advising a higher meter reading has been taken and this month's invoice will be higher than normal.
 - (iii) Suggest the customer may want to check their property for any signs of water leaks or faucets/valves that have not been turned off.
 - (iv) The Contractor will mail the monthly invoice to the customer as per normal.
- j) The Contractor is responsible for the privacy and security of customer's information and customer data.
- k) The Contractor is responsible for the set-up and testing of revised/new water and sewer rates and/or charges as provided from the Township.
- l) The Contractor requires information of amended/new rates and/or charges relating to water and/or sewer from the Township a minimum of 30 days prior to their effective date to enable the Contractor to set-up and test the rates in the billing system.

2.2 Collection of Water & Sewer Accounts

- a) The Contractor will perform diligent collection of monies owed on water and sewer accounts.
- b) For customer payment of water and sewer usage, the Contractor will allocate monies received to the customer's water and sewer accounts.
- c) The Contractor will maintain individual customer account records to show current balance and overdue balance for water and sewer accounts.
- d) The Contractor will pursue overdue balances as part of their collections processes utilizing best industry practices.

- e) The Contractor will provide information to the Township of customer accounts where water and/or sewer balances are in arrears by more than 60 days past their payment due date.
- f) For customer accounts in arrears by more than 60 days past their payment due date, the Township will:
 - i. Inform the Contractor on any action that has been taken to address the arrears situation; and
 - ii. Inform the Contractor what action is required regarding billing and collections (e.g. Township may decide to turn off the water service until the debt is paid, therefore the Contractor to inform the Township of when the customer payment has been received so the supply can be reconnected.)
- g) The Contractor will monitor customers who have left the Township with a balance owing on their water/sewer. Should such customer return to the area and request the set-up of an account, the Contractor will seek payment for their "debt" for unpaid water/sewer usage. Any monies collected by the Contractor for this 'bad debt" will be passed onto the Township.
- h) As approved by the Township, the Contractor will follow the collection process as summarized in the table below:

Summary of Collection Process

	Account Holder	Property Type	Bill Issued	Payment Due Date	Collection Process	Exceptions	Person(s) Responsible for Payment of Water/ Sewer Services
1	Property Owner	Single Dwelling	Bill issued to account holder circa 15 th day of every month.	Payment Due Date is 23 days from the date Bill is Issued.	For services with arrears balances, the Contractor will: a) 4 days after Payment Due date, make an automated outbound telephone or send e-mail to account holder advising services are in arrears. b) 11 days after Payment Due date, mail a Notice informing arrears. balances for each service. c) 60 days after Bill Issue Date, send a report to Township advising of services in arrears. d) Township may apply arrears to Property Bill.		Property Owner
2	Tenant	Single Dwelling				Tenant.	
3	Tenant	Multi-unit Complex				If Tenant's accounts falls into arrears water/sewer services will be transferred to Property Owner.	
4	Tenant	Single Dwelling being sold				Property Owner	
5	Property Owner	Multi-unit Complex <u>in-service 2024 or after</u>				Property Owner	
6	Tenant	Multi-unit Complex <u>in-service before 2024</u>				Property Owner	
7	Tenant	Multi-unit Complex <u>built before 2024</u>				Property Owner	

2.3 Customer Queries

- a) The Contractor will handle and answer customer telephone calls, e-mails and correspondence regarding general queries concerning water and/or sewer invoices, rates and usage.
- b) For technical queries (i.e. how are "flat rates" determined), the Contractor will forward the customer details to the Township who will be responsible for replying to the customer.
- c) If there is a dispute that cannot be resolved between the Contractor and the customer, the Contractor will escalate this to the Township together with necessary information. The Township will have the ultimate decision in determining corrective action to resolve the water and/or sewer dispute.

2.4 Exceptions

- a) In isolated or extreme circumstances, the Township maintains the right to request the Contractor to use alternative usage data to bill customers for their water/sewer usage. (For example, in prolonged periods of cold weather, the Township may advise customers to run taps to prevent their water pipes from freezing. In this isolated circumstance, the Township will notify the Contractor how to bill customer metered accounts for that particular period. This will involve the Township and the Contractor sharing data and assumptions to formulate a solution that satisfies the Township's expectations.)

2.5 Reports

- a) The Contractor will provide data to the Township regarding water and/or sewer information as requested within 5 business days of the request being made.
- b) The Contractor will provide information to the Township of customer accounts where water and/or sewer balances are in arrears by more than 60 days past their payment due date.
- c) On a monthly basis, the Contractor will provide information to the Township of any customers whose debt has been written-off (e.g. the customer has received a "Final Bill" as they are vacating the property, payment has not been received within 60 days and the customer is uncontactable or refusing to pay the arrears.)

2.6 Meter Reader

For metered water accounts, the Contractor will utilize the services of a Water Meter Reader. The Water Meter Reader is required to use a hand-held device to obtain readings from the water meters that have been installed by the Township.

- a) Hiring of Water Meter Reader - the Contractor will be responsible for the hiring of a Water Meter Reader and the terms of employment/independent contractor agreement associated with this position.
- b) Insurance of Water Meter Reader - the Contractor will pay the Workplace Safety and Insurance Board (WSIB) premiums associated for the Water Meter Reader during the water meter reading duties.
- c) Water Meter Reader Compensation - the Water Meter Reader will be compensated based on a dollar (\$) cost per water meter read and Mileage travelled (with an upper mileage limit) as per Independent Contractor Agreement between the Reader and the Contractor.
- d) The Contractor will recover 100% of the compensation paid to the Water Meter Reader from the Township.
- e) Any amendments or revisions to these compensation rate amounts will be reviewed and approved by both the Township and the Contractor prior to renewing, renegotiating or negotiating an Agreement with the Water Meter Reader.

3. Service Level Standards

The Contractor shall meet the following service level standards:

3.1 Billing of Water & Sewer Accounts:

- a) The Contractor will bill water and sewer accounts every month.
- b) Monthly invoices will be mailed / electronically delivered to customers on/shortly after the 15th of every month.

3.2 Collection of Payment of Water & Sewer Accounts:

- a) The Contractor will perform diligent collection of monies owed on water and sewer accounts and will allocate monies received to the customer's water and sewer accounts.
- b) The Contractor will provide information to the Township of customer accounts where water and/or sewer balances are in arrears by more than 60 days past their payment due date.

3.3 Reports

- a) The Contractor will provide data to the Township regarding water and/or sewer information as requested within 5 business days of the request being made.

- b) The Contractor will provide information to the Township of customer accounts where water and/or sewer balances are in arrears by more than 60 days past their payment due date.
- c) On a quarterly basis, the Contractor will provide information to the Township of any customers whose debt has been written-off (e.g. the customer has received a "Final Bill" as they are vacating the property, payment has not been received within 90 days and the customer is uncontactable or refusing to pay the arrears.)

4. **Outcome Targets**

The Contractor shall make commercially reasonable efforts to bill and collect the water and/or sewer customer accounts on behalf of the Township such that the following outcome targets are met:

Feature	Outcome Targets
Billing	<ul style="list-style-type: none"> ○ To bill all applicable water and sewer accounts every month accurately and correctly.
Collections	<ul style="list-style-type: none"> ○ To diligently collect monies owed on water and sewer accounts from customers. ○ To correctly allocate monies received to the customer's water and sewer accounts. ○ To work with customers to maintain a good standing of their water/sewer account balance.

5. Apportionment of Costs

5.1 Hardware and Software Information Technology (IT) costs

- a) The Township and the Contractor will share hardware/software costs related to only one-off items considered to be essential to the provision of water and sewer billing and collection. Such items include, but not limited to:
 - i. Billing software / Customer Information System (CIS) upgrades;
 - ii. Meter reading equipment (hand-held devices and transfer equipment);
 - iii. Licence for meter reading software / equipment;
 - iv. Software to back-up meter reading data and software on network drive;
- b) Cost sharing will be agreed prior to any hardware/software purchases by the CEO/President of the Contractor and the CAO of the Township (or to such other address or individual as may be designated by written notice to the other Party).

5.2 Other Costs

- a) The Township and the Contractor will share costs related to one-off items considered to be essential to the provision of water and sewer billing and collection.
- b) Cost sharing will be agreed prior to any purchases by the CEO/President of the Contractor and the CAO of the Township (or to such other address or individual as may be designated by written notice to the other Party.)

6. Apportionment of Risk

The Contractor shall be liable as provided in this Agreement for risks associated with failure to provide the services as described and the service level standards provided herein and for any other breach of its obligations under this Agreement, subject to the terms and conditions hereof, including Section 17.1. The Township shall be liable as provided herein for risks associated with failure to compensate the Contractor and for any other breach of its obligations under this Agreement, subject to the terms and conditions hereof, including Section 17.1. Each Party shall also bear risks associated with its indemnification obligation as provided in Section 6 hereof.

SCHEDULE B - SERVICES

1. Account Set-up Fees

- a) The Contractor will be responsible for determining and setting an appropriate fee to set-up new accounts for water and/or sewer customers ("Account Set-Up Fee").
The "Account Set-Up Fee" represents the Contractor's Fully Allocated Cost associated with each category of Contractor Personnel likely to provide Services under this Agreement.
- b) This is a one-time set-up fee to cover the administrative tasks that include:
- i. Creating a new account in customer information and billing systems;
 - ii. Confirming water/sewer rates correctly inputted and attached to the customer's account;
 - iii. Advising the customer how water and sewer rates are charged and how they appear on their bill; and
 - iv. Validation of opening meter reading for the first bill issued.
- c) Water and sewer account set-up fees paid by "new" customers and landlords will be retained by the Contractor.
- d) The Contractor has the right to review and adjust the "Account Set-up Fee" for water and sewer services paid by "new" customers and landlords.
- e) For any adjustments to this fee, the Contractor will inform and obtain Township approval. The Township will update relevant By-laws and appropriate Schedule and provide copies to the Contractor.

2. Rates

- a) All materials and labour will be charged at the applicable rate set out in Section 2 of Schedule B.
- b) As agreed with the Township, there will be a standard ("same") chargeable rate for both water and sewer billing and collection services provided by the Contractor.
- c) For the period **March 1, 2025** to **December 31, 2026**, the Contractor will charge the Township the following rates:

Year	Charge-Out Item	Rate
2025	Water billing and collection	\$1.45 per customer account per month
	Sewer billing and collection	\$1.45 per customer account per month
2026	Water billing and collection	\$1.48 per customer account per month
	Sewer billing and collection	\$1.48 per customer account per month

- d) The Contractor will issue a monthly invoice to the Township for review and payment.



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

CULTURAL MOMENT FOR FEBRUARY 24, 2025 CELEBRATES J.J. MORRISON

James J. Morrison, often referred to as J.J. Morrison, was a significant figure in Ontario's agricultural and political spheres in the early 20th century. Born in 1861 on a farm near Arthur, Ontario, Morrison's life and work profoundly impacted the province's farming community and beyond.

Morrison spent his early years on the family farm, where he gained a deep understanding of the challenges faced by farmers. This firsthand experience fueled his passion for advocating on behalf of the agricultural community. At the age of 25, he moved to Toronto, but after struggling to make a living, he returned to the farm with his wife, Margaret Blyth, and their four children. They had five more children after moving back. Morrison became involved in local township councils, school boards, and the Arthur Temperance Lodge, where he began organizing farmers.



Morrison emerged as a key voice for rural communities, dedicating his life to improving their business and living conditions. In 1914, he played a pivotal role in founding the United Farmers of Ontario (UFO), an organization aimed at uniting farmers to achieve common goals. The UFO quickly gained traction, and in 1919, it achieved a surprising victory in the Ontario provincial election, forming a government under the leadership of E.C. Drury. Although Morrison declined the premier's office, he was instrumental in shaping and implementing the government's reform agenda during its four-year tenure.

As the Secretary-Treasurer of the UFO until 1933, Morrison was a tireless advocate for cooperative efforts among farmers. He helped establish the United Farmers' Cooperative Company. Initially, his farmhouse served as his office, but he eventually moved back to a small office in Toronto. His first task was to secure a better price for binder twine, leading to an order of 100 tons of twine from a company in Ireland. The UFO then set up 40 branches to dispense supplies from the head office, marking the beginning of the co-ops as we know them today.

Morrison's influence extended beyond the UFO. He was a key figure in the creation of several significant social legislations in Ontario, including the Mothers' Allowance Act, the Minimum Wage Act for Women, and increased workers' compensation benefits. His efforts also contributed to rural electrification, the establishment of the Province of Ontario Savings Office, and the initiation of North America's first major reforestation project.

In addition to his legislative achievements, Morrison was a mentor to many, including his daughter, Rae Luckock, who became one of the first female MPPs in the Ontario Legislature. His legacy in agricultural education and advocacy is commemorated through various honours, including his induction into the Canadian Agricultural Hall of Fame in 1962 and the establishment of the J.J. Morrison Memorial Lectureship in Agricultural Economics by the Ontario Federation of Agriculture in 1956. In 2018, after being nominated by Senator Rob Black, Morrison was also inducted into the Ontario Agricultural Hall of Fame.

Morrison passed away in 1936, but his contributions to the agricultural community and his vision for cooperative efforts among farmers continue to be remembered and celebrated.

Submitted by the Wellington North Cultural Roundtable

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

BY-LAW NUMBER 014-2025

**BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE
COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF
WELLINGTON NORTH AT ITS REGULAR MEETING HELD ON
FEBRUARY 24, 2025**

WHEREAS Section 5 of the Municipal Act, S.O. 2001 c.25 (hereinafter called “the Act”) provides that the powers of a Municipal Corporation shall be exercised by its Council;

AND WHEREAS Section 5(3) of the Act states, a municipal power, including a municipality’s capacity, rights, powers and privileges under Section 9, shall be exercised by by-law, unless the municipality is specifically authorized to do otherwise;

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

1. The action of the Council of the Corporation of the Township of Wellington North taken at its meeting held on February 24, 2025 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 24TH DAY OF FEBRUARY, 2025.

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK