



# Township of Centre Wellington

Committee of the Whole Agenda

Tuesday, April 19, 2022

1:00 pm

Meeting will be held electronically via Zoom, no persons will be permitted in the Council Chamber

Page

## 1. CALL TO ORDER

- 1.1 Roll Call

## 2. ADDENDUMS AND CORRECTIONS TO THE AGENDA

## 3. DISCLOSURE OF PECUNIARY INTEREST UNDER THE MUNICIPAL CONFLICT OF INTEREST ACT

## 4. APPROVAL AND ADOPTION OF MINUTES

- 4.1 [Committee of the Whole - 21 Mar 2022 - Minutes - Pdf](#)

7 - 12

*Recommendation:*

*THAT the minutes of the Committee of the Whole meeting held March 21, 2022 be adopted as circulated.*

## 5. PRESENTATIONS AND ANNOUNCEMENTS

## 6. DELEGATIONS

- 6.1 Wayne Bridgman, resident and business owner re 2022 Parking Strategy (Street Closures)
- 6.2 Cathy Brousseau, business owner re 2022 Parking Strategy (Street Closures)
- 6.3 John Kear, resident and business owner re 2022 Parking Strategy (Street Closures)
- 6.4 Geoffrey Wild, business owner, re 2022 Parking Strategy (Street Closures)

## 7. CONSIDERATION OF REPORTS

- 7.1 Building Division Fee Review, Amending Permit Fees within the Building By-Law and Hiring a New Plans Examiner (Building Official) Position  
Report from R. Bossence, Chief Building Official

13 - 46

Presentation from Peter Simcisko, Watson and Associates

[PLN2022-21 - Pdf](#)

*Recommendation:*

*THAT the Council of the Township of Centre Wellington accepts the Building Permit Review Study completed by Watson & Associates Economists Ltd.,*

*AND THAT Council authorizes Staff to proceed with the required Public Notice and Public Meeting as required by Provincial Legislation prior to bringing the revised fees set out within the Watson & Associates Report back to Council to amend the Building By-Law to incorporate the revised fees.*

*AND THAT Council authorizes the immediate hiring of a New Plans Examiner (Building Official) Position within the Building Division.*

- |     |  |             |
|-----|--|-------------|
| 7.2 | Elora Community Centre Renovations - ICIP; Community, Culture and Recreation Stream<br>Report from M. Tucker, Manager of Parks & Facilities Operations | 47 -<br>123 |
|-----|--|-------------|

Presentation from Bob Goyeche and Dan Herljevic, RDHA

[CS2022-07 - Pdf](#)

*Recommendation:*

*THAT the Council of the Township of Centre Wellington endorses the Preferred Option #2 - Proceed with Revised Scope of Work for the Elora Community Centre Renovations as outlined in Report CS2022-07;*

*AND THAT Council directs staff to proceed with further design development, costing reviewing and tendering of the project;*

*AND THAT staff review additional funding allocations to support the revised scope of work in Option #2 and report to Council in December 2022.*

- |     |  |              |
|-----|--|--------------|
| 7.3 | Riverfest Elora in Bissell Park 2022<br>Report from D. Smith, Manager of Community Development, Festivals, Culture & Tourism | 124 -<br>126 |
|-----|--|--------------|

[CS2022-05 - Pdf](#)

*Recommendation:*

*THAT the Council of the Township of Centre Wellington authorizes Riverfest Elora to be held in Bissell Park with amplification of music between 3:00 pm and 11:30pm on the Friday, August 19th and 12:00 pm and 11:30 pm on the Saturday, August 20th and between 12:00 pm and 11:30 pm on Sunday, August 21st subject to the organizers planning and implementing the requirements to ensure Public Safety as required by the Alcohol Gaming*

*Commission of Ontario, Ontario Provincial Police and the Centre Wellington Municipal Alcohol Policy;*

*AND THAT the Council of the Township of Centre Wellington approves Riverfest Elora scheduled for the third weekend in August at Bissell Park as a Significant Municipal event in order to serve and sell alcohol during the event;*

*AND THAT the Council of the Township of Centre Wellington grants an exemption from By-law 5001-05 the Township Noise Control By-law from 11:00 pm to 11:30pm on Friday, Saturday and Sunday night.*

- 7.4 Elora Sculpture Project 127 -  
Report from D. Smith, Manager of Community Development, Festivals, 131  
Culture & Tourism  
[CS2022-08 - Pdf](#)

*Recommendation:*

*THAT the Council of the Township of Centre Wellington support the recommendation by the Community Services Advisory Committee to pursue the purchase of the Skipping Girl sculpture from the artist Tim Dolman and that the purchase include a base to accommodate this sculpture.*

*AND THAT the Council of the Township of Centre Wellington support the recommendation by the Community Services Advisory Committee to place this sculpture at the location identified on the map of O'Brien Park in Elora as attached to report CS2022-08.*

- 7.5 Early Payment Agreement/Credit Agreement for Offsite Works, Phase 2 and 3 of Draft Plan 23T-16003 (Storybrook) 132 -  
Report from C. Baker, Managing Director of Infrastructure Services 153  
[IS2022-06 - Pdf](#)

*Recommendation:*

*THAT the Council of the Township of Centre Wellington authorize the Mayor and Clerk to execute an Early Payment Agreement among the Township of Centre Wellington, Sorbara/Tribute Nigus Holdings Inc., Sorbara Storybrook LP, and Tribute (Fergus) Limited in respect of offsite works related to Draft Plan of Subdivision 23T-16003 as outlined in Report No. IS2022-06.*

- 7.6 Posted Speed Limit Review and Recommendations 154 -  
Report from A. Gilmore, Manager of Engineering 164  
[IS2022-13 - Pdf](#)

*Recommendation:*

*THAT the Council of the Township of Centre Wellington endorses recommendations outlined in Report No. IS2022-13 related to proposed*

*speed limit reductions on Township roads, to be implemented through a future Consolidated Speed Bylaw,*

*AND THAT Council directs staff to proceed with implementing speed reduction measures in confirmed speeding areas as outlined in Report No. IS2022-13.*

- 7.7 Westminster Irrigation Line - Assumption and Release Agreement 165 -  
Report from B. Buehler, Engineering Technologist – Water/Wastewater 174  
[IS2022-12 - Pdf](#)

*Recommendation:*

*THAT the Council of the Township of Centre Wellington authorize the Mayor and Clerk to execute an Assumption and Release Agreement between The Corporation of the Township of Centre Wellington and Reid's Heritage Homes Ltd. to allow for an irrigation line to remain within the municipal right-of-way of Aberdeen Street within the Westminster development in the south end of Fergus.*

- 7.8 Subdivision Agreement, Storybrook Phase 2B 175 -  
Report from B. Salmon, Managing Director of Planning & Development 216  
[PLN2022-22 - Pdf](#)

*Recommendation:*

*THAT the Council of the Township of Centre Wellington authorize the Mayor and Clerk to execute a subdivision agreement with Sorbara Tribute Nigus Holdings Inc. in respect of Phase 2B of the subdivision known as Storybrook (Plan 23T-16003)*

- 7.9 2022 Parking Strategy 217 -  
Report from D. Wilson, Chief Administrative Officer 241  
[CAO2022-04 - Pdf](#)

*Recommendation:*

*THAT the Council of the Township of Centre Wellington approve the 2022 parking strategy outlined in Report CAO2022-04 dated April 19, 2022;*

*AND THAT Council authorize the Mayor and Clerk to execute a Private Property Parking By-law;*

*AND THAT Council authorize Township staff to implement a shuttle pilot program.*

- 7.10 Sidewalk Patio, Cafe, and Display Bylaw 242 -  
Report from C. Baker, Managing Director of Infrastructure Services 263  
[IS2022-14 - Pdf](#)



*Recommendation:*

*THAT the Council of the Township of Centre Wellington authorize the Mayor and Municipal Clerk to execute a By-Law to regulate patios, cafes, and displays on roadways and sidewalks in the Township of Centre Wellington;*

*AND THAT Council direct staff to bring forward to Council revised sidewalk patio, cafe, and display permit application fees in a future revision of the Fees and Charge Bylaw as outlined in Report No. IS2022-14 dated April 19, 2022.*

## **8. INFORMATION ITEMS**

- |     |   |              |
|-----|---|--------------|
| 8.1 | Consolidated Delegation of Authority Report for 2021<br>Report from K. O'Kane, Manager of Legislative Services & Municipal Clerk<br><a href="#">COR2022-18 - Pdf</a>                  | 264 -<br>271 |
| 8.2 | Treasurer's Annual Statement: 2021 Development Charge Reserve Funds<br>Report from A. McNabb, Managing Director of Corporate Services & Treasurer<br><a href="#">COR2022-15 - Pdf</a> | 272 -<br>277 |
| 8.3 | Minutes from the Economic Development Task Force<br><a href="#">Economic Development Task Force - 03 Mar 2022 - Minutes - Pdf</a>   | 278 -<br>281 |
| 8.4 | Minutes from Heritage Centre Wellington<br><a href="#">Heritage Centre Wellington - 15 Feb 2022 - Minutes - Pdf</a>   | 282 -<br>286 |
| 8.5 | Minutes from the Community Services Advisory Committee<br><a href="#">Community Services Advisory Committee - 09 Mar 2022 - Minutes - Pdf</a>   | 287 -<br>290 |
| 8.6 | Minutes from the Healthy Growth Advisory Committee<br><a href="#">Healthy Growth Advisory Committee - 02 Feb 2022 - Minutes - Pdf</a>   | 291 -<br>292 |
| 8.7 | <a href="#">Committee of the Whole Tracking List 2019-2022</a>  | 293          |

## **9. CLOSED SESSION**

- 9.1 THAT the Council of the Township of Centre Wellington convene in Closed Session in accordance with Section 239(2) (c) and (h) to discuss proposed acquisitions of land by the municipality and information explicitly supplied in confidence to the municipality or local board by Canada, a province or territory or a Crown agency of any of them.

## **10. RECONVENE IN OPEN SESSION**

## **11. MATTERS ARISING FROM CLOSED SESSION**

## 12. ADJOURN



**Township of Centre Wellington  
Committee of the Whole Minutes  
Monday, March 21, 2022  
Council Chamber  
1:00 PM**

**PRESENT:**

Mayor Kelly Linton  
Councillor Ian MacRae  
Councillor Kirk McElwain  
Councillor Bob Foster  
Councillor Neil Dunsmore  
Councillor Stephen Kitras  
Councillor Steven VanLeeuwen

**REGRETS:**

**STAFF:**

Chief Administrative Officer, Dan Wilson  
Manager of Legislative Services/Municipal Clerk, Kerri O'Kane  
Deputy Municipal Clerk, Lisa Miller  
Managing Director of Planning & Development, Brett Salmon  
Managing Director of Community Services, Pat Newson  
Managing Director of Infrastructure Services, Colin Baker  
Managing Director of Corporate Services / Treasurer, Adam McNabb  
Manager of Engineering, Adam Gilmore  
Manager of Environmental Services, Dino Masiero  
Manager of Human Resources, Rashid Hasan

**1. Call to Order**

1.1 Mayor Linton called the meeting to order and completed the roll call.

**2. Addendums and Corrections to the Agenda**

2.1 None.

**3. Disclosure of Pecuniary Interest Under the Municipal Conflict of Interest Act**

3.1 None declared.

**4. Closed Session**

4.1 Moved by Councillor Bob Foster, Seconded by Councillor Ian MacRae.

*THAT the Council of the Township of Centre Wellington convene in closed session in accordance with Section 239(2)(c) of the Municipal Act 2001, as amended, to consider a proposed or pending acquisition of lands by the municipality.*

CARRIED

**5. Reconvene in Open Session**

- 5.1 Moved by Councillor Neil Dunsmore, Seconded by Councillor Stephen Kitras.

*THAT the meeting reconvene in open session at 1:30pm.*

CARRIED

**6. Matters Arising from Closed Session**

- 6.1 Mayor Linton indicated Council met in closed session prior to the open session and the following emanated therefrom:

Moved by Councillor Bob Foster, Seconded by Councillor Neil Dunsmore.

*THAT the Council of the Township of Centre Wellington authorize the Mayor and Clerk to execute an Agreement of Purchase and Sale between The Corporation of the Township of Centre Wellington and 2341441 Ontario Inc. to purchase a portion of land municipally known as 605 Garafraxa Street West, Fergus for the purposes of two daylight triangles and lands to create a future road allowance in the amount of \$95,000 plus \$5,000 for legal fees and land survey costs.*

CARRIED

**7. Approval and Adoption of Minutes**

- 7.1 Moved by Councillor Neil Dunsmore, Seconded by Councillor Ian MacRae.

*THAT the minutes of the Committee of the Whole meeting held February 22, 2022 be adopted as circulated.*

CARRIED

**8. Presentations and Announcements**

- 8.1 Mayor Linton welcomed Adam McNabb the new Managing Director of Corporate Services & Treasurer.

Adam McNabb, Managing Director of Corporate Services & Treasurer thanked the Township for the opportunity and indicated he is looking forward to working with the Centre Wellington team.

**9. Delegations**

- 9.1 None.

**10. Consideration of Reports**

- 10.1 Single Source Purchase for Water Supply Well F5 Modifications  
Report from A. Gilmore, Manager of Engineering

A. Gilmore, Manager of Engineering indicated the water supply master plan identifies a need to increase the water supply in the Township to accommodate long term growth. He further indicated the well replacement contract has been awarded and test wells drilled for the replacement of F2 and F5.

Staff responded to questions regarding pumping volumes, depth of drilling, other service providers and the benefits of using the recommended contractor.

Moved by Councillor Ian MacRae, Seconded by Councillor Kirk McElwain.

*THAT the Council of the Township of Centre Wellington approves a single source contract award to Lotowater Technical Services Inc. for contracting services to connect and commission a replacement municipal production well for Well F5 in Fergus, as outlined in Report No. IS2022-10.*

CARRIED

- 10.2 Single Source Awards: Environmental Services  
Report from S. Wiles, Purchasing & Risk Supervisor

A. McNabb., Managing Director of Corporate Services & Treasurer reviewed the circumstances for single sourcing two environmental service procurement initiatives and outlined when single source is permitted in accordance with the procurement by-law.

D. Maserio, Manager of Environmental Services indicated this low pressure sewer system is used primarily in Salem and indicated the company recommended is the single provider in Ontario for this

equipment. The water meter purchases are recommended as they are the sole source provider in Ontario for Neptune Water Meters and it is recommended to replace existing Neptune water meters to provide improved customer service and allow for seamless integration.

Moved by Councillor Ian MacRae, Seconded by Councillor Neil Dunsmore.

*THAT the Council of the Township of Centre Wellington authorize single source contract awards as follows:*

1. *John Brooks Company for Low Pressure Sewer System (LPSS) Grinder Pumps and Alarm Panel Upgrades.*
2. *Evans Supply Limited for Annual Water Meter Purchases and the Automatic Meter Read (AMR) Program.*

CARRIED

10.3 Diversity, Equity, and Inclusion Update  
Report from D. Wilson, Chief Administrative Officer

D. Wilson, Chief Administrative Officer provided an update on the initiative indicating Council approved the coordination of training for Council and staff. Council also directed staff to develop terms of reference for a future advisory committee to be established by the new Council and the funds currently allocated for the project are \$80 000.

Staff is suggesting working with KOJO and suggested training commence with staff and the development of the terms of reference and Council training be deferred to Council orientation in November/December 2022.

Staff further responded to questions regarding reaching out to Native groups in the area through out this process, and human resources policies in support of diversity and inclusion in the Township hiring practices.

Moved by Councillor Kirk McElwain, Seconded by Councillor Neil Dunsmore.

*THAT the Council of the Township of Centre Wellington receive report CAO2022-03 dated March 21, 2022 for information.*

CARRIED

10.4 Trees on Public Property Bylaw Staff Report Update  
Report from M. Alain, Landscape Architect & Urban Forestry Project Manager

M. Alain, Landscape Architect & Urban Forestry Project Manager gave a presentation reviewing the process to date in developing the Trees on Public Property By-law and reviewed the results of the Trees on Public

Property survey. He further reviewed the cost recovery models as presented in the report.

P. Newson, Managing Director of Community Services indicated this report was brought forward to ensure there is continued support for the development of the by-law and the how the cost of this program will be covered.

Staff responded to questions regarding the removal of trees on public property following payment of permit fees and the fine structure as well as an anticipated process for tree protection.

Moved by Councillor Neil Dunsmore, Seconded by Councillor Ian MacRae.

*THAT the Council of the Township of Centre Wellington accept the results of the Trees on Public Property By-law Survey for information purposes;*

*AND THAT Council directs Community Services staff to draft a Trees on Public Property By-law and present that draft to Council for consideration at a future meeting;*

*AND THAT Council support option 1 which is a 64% fee based permit fee or option 2 which is a 13% fee based permit fee as presented in the report from Mathieu Alan March 21, 2022.*

CARRIED

**11. Information Items**

- 11.1 Treasurer's Statement of 2021 Council and Committee Remuneration & Expenses  
Report from M. Bradey, Manager of Finance & Deputy Treasurer  
Received for Information.
- 11.2 Treasurer's Annual Statement: 2021 Investments  
Report from M. Bradey, Manager of Finance & Deputy Treasurer  
Received for Information.
- 11.3 Treasurer's Annual Statement: 2021 Interest Free Loans  
Report from M. Bradey, Manager of Finance & Deputy Treasurer  
Received for Information.
- 11.4 2022 Municipal Election Key Dates



Report from K. O'Kane, Manager of Legislative Services & Municipal Clerk

Received for Information.

11.5 Minutes from the Economic Development Task Force

Received for Information.

11.6 Minutes from the Community Services Advisory Committee

Received for Information.

11.7 Tracking List

Received for Information.

**12. Adjourn**

12.1 Moved by Councillor Stephen Kitras, Seconded by Councillor Steven VanLeeuwen.

*THAT the meeting be adjourned.*

CARRIED

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Mayor

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Municipal Clerk



## Report to Committee of the Whole

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**To:** Mayor Linton and Members of Council

**Report:** PLN2022-21

**Prepared By:** Randy Bossence, Chief Building Official

**Date:** 19 Apr 2022

**RE:** Building Division Fee Review, Amending Permit Fees within the Building By-Law and Hiring a New Plans Examiner (Building Official) Position.

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### **Recommendation:**

THAT the Council of the Township of Centre Wellington accepts the Building Permit Review Study completed by Watson & Associates Economists Ltd.,

AND THAT Council authorizes Staff to proceed with the required Public Notice and Public Meeting as required by Provincial Legislation prior to bringing the revised fees set out within the Watson & Associates Report back to Council to amend the Building By-Law to incorporate the revised fees.

AND THAT Council authorizes the immediate hiring of a New Plans Examiner (Building Official) Position within the Building Division.

### **Summary:**

The Building Division of the Planning and Development Department had engaged the services of Watson & Associates Economists Ltd. to complete a Building Permit Review Study as a result of a successful tender award for the fee study. As a result of this study, it has been determined that changes need to be made to the Building Permit Fee Schedule contained within the Building By-Law and that additional staff are required to meet the demands of the Legislated Services that the Building Division provides due to current and continued high volumes of construction.

Watson & Associates Economists Ltd. is also completing a Planning Fee Review that will be presented to Council at a future meeting.

### **Report:**

At the Council Meeting on February 24, 2020 approval was given to staff to award Request for Proposal #10-20 for the preparation of a Development Fees Review to Watson & Associates Economists Ltd. As a result of an extensive review of the Building Division's Services and Operations, a full and complete Report has been completed for the Building Permit Fees.

The Report presents the Township's annual costs of providing building permit services. The annual costs reflect the organizational direct, indirect, and capital costs associated with processing activities at forecasted activity volumes. These costs are based on 2021 budget estimates and adjusted for the additional staff positions that may be required in future years, as discussed in Section 2.3.2. The annual costs are compared to estimated revenues by costing category. The revenue estimates were developed based on current building permit fees and forecasted volumes of building permit activity, as presented in Section 2.3.1. Comparing annual costs and revenues identifies the cost recovery levels provided by current building permit fees. In aggregate, current building permit fees are expected to recover approximately 114% of the annual costs of service, on an average annual basis over the 2022-2026 period.

Fee structure recommendations were developed with regard to the cost revenue impacts presented in the Report. The recommended fee structures adjustments presented in the Report are based on the A.B.C. model and future forecasted average application characteristic underlying building permits. The complete recommended fee schedule is provided in Appendix A of the Report.

The recommended fees were designed to reduce overall building permit fee revenues to full cost recovery levels. This was achieved by decreasing the over-recovering, non-residential and multi-residential construction permit fees while increasing the under-recovering, residential permit fees. A summary of the recommended fee adjustments is provided for in the Report.

The Report also summarizes the number of F.T.E. positions with direct involvement in building permit processing activities based on the underlying processing effort estimates and average annual building permit volumes. Based on the historical volumes of building permit activity observed from 2015 to 2019, approximately 9 full-time equivalents are consumed by processing building permits across the organization, with the vast majority of those (approximately 8.85) being staff in the Building Department. Based on the forecast of building permit activity for the 2022-2026 period, as identified in Table 2-1 of the Report, approximately 12 full-time equivalents would be required on an annual basis to process this volume of building permits. This analysis suggests that the Township would require approximately three additional F.T.E. positions in the Building Department to adequately service the anticipated volume of building permits over the next five years.

As a result of the findings of the Building Permit Fee Review Study, Council Approval is being requested for Staff to proceed with the required Public Notice and Public Meeting as required by Provincial Legislation prior to bringing the revised fees set out within the Watson & Associates Report back to Council to Amend the Building By-Law to incorporate the revised fees. Council Approval is also being requested to Authorize the Immediate Hiring of a New Plans Examiner (Building Official) Position within the Building Division. Additional requests for staffing within the Building Division will be included within the 2023 Budget process.

As indicated in the Building Permit Review Study, the Building Division position resource utilization is beyond capacity. In order to meet the Building Division's statutory obligations to the community, it is necessary to hire a permanent full time Plans Examiner (Building Official). This position will contribute their time to Plans Examination, Zoning Review of Permit Applications and preparation of Building Permits in addition to supporting the Building Division in meeting all statutory obligations. It has become necessary to dedicate a Full Time Building Officials to Plans Examination to maintain the Township's obligations to mandatory timeframes as required by the Ontario Building Code Act. This reduces our capacity to conduct onsite Building Inspections in a timely manner in some instances.

Construction Activity has been very strong in Centre Wellington over the past 3 years in particular. In 2019, the Building Division issued 964 permits for a construction value of \$176,918,378; in 2020, the Building Division issued 894 permits for a construction value of \$158,498,394 and in 2021, the Building Division issued 1082 permits for a construction value of \$328,508,546. It is expected that this trend will continue well into the future given the Township's expected growth targets.

Given the continued increase in year over year building permit and inspection activity, the most appropriate course of action for the Building Division is to hire a permanent full time Plans Examiner (Building Official). As illustrated in the Building Permit Review Study, the funding of this additional position has been taken into account to ensure fees are appropriate to cover the full cost of the Building Division's services.

Looking forward, it is expected that the construction activity will continue to increase as new residential developments (subdivisions) come on line, the activity that Pearle Hospitality is generating and will be generating, the new Business Park in Fergus, etc. Development and Construction activity require substantial staff time and resources to fulfill the Township's legislative obligations. With the approval of this position, the Township will be closer to having more appropriate staffing capacity within the Building Division to fulfill its legislative obligations.

**Corporate Strategic Plan:****Good Financial Management**

- Continue to support the principle that residential growth will pay for the increased cost of providing services and infrastructure to new residents
- Maximize source of non-tax revenue
- Review financial management practices

**Good Government**

- Review government structure
- Enhance communications and teamwork on council and between council and staff
- Enhance communication and engagement with the public

**Financial Implications:**

Building Division Revenues have been exceeding yearly budget amount in recent years and as a result, the fees are being adjusted as per the Watson & Associates Building

Permit Fee Study as well as fulfilling the need for additional staffing as indicated in the report as well. The proposed permanent full time Plans Examiner (Building Official) position will be fully funded by Building Division revenues and will have no impact on tax revenue. The Building Division reserve fund at the end of 2021 was estimated to be \$3,785,334.

The Plans Examiner (Building Official) salary range is \$70,203 to \$82,127 plus benefits (\$23,817 – based on 2022 job rate). A vehicle will not need to be purchased at this time as this position will be primarily in office. Other one time costs associated with the new Building Official position (work station, phone, computer, etc.) estimated to be \$5000 will be covered as capital costs funded by the Building Division reserve fund.

This permanent full time Plans Examiner (Building Official) position will be fully funded by Building Division revenue.

**Consultation:**

Brett Salmon, Managing Director of Planning and Development

Rashid Hasan, Manager of Human Resources

Dan Wilson, Chief Administrative Officer

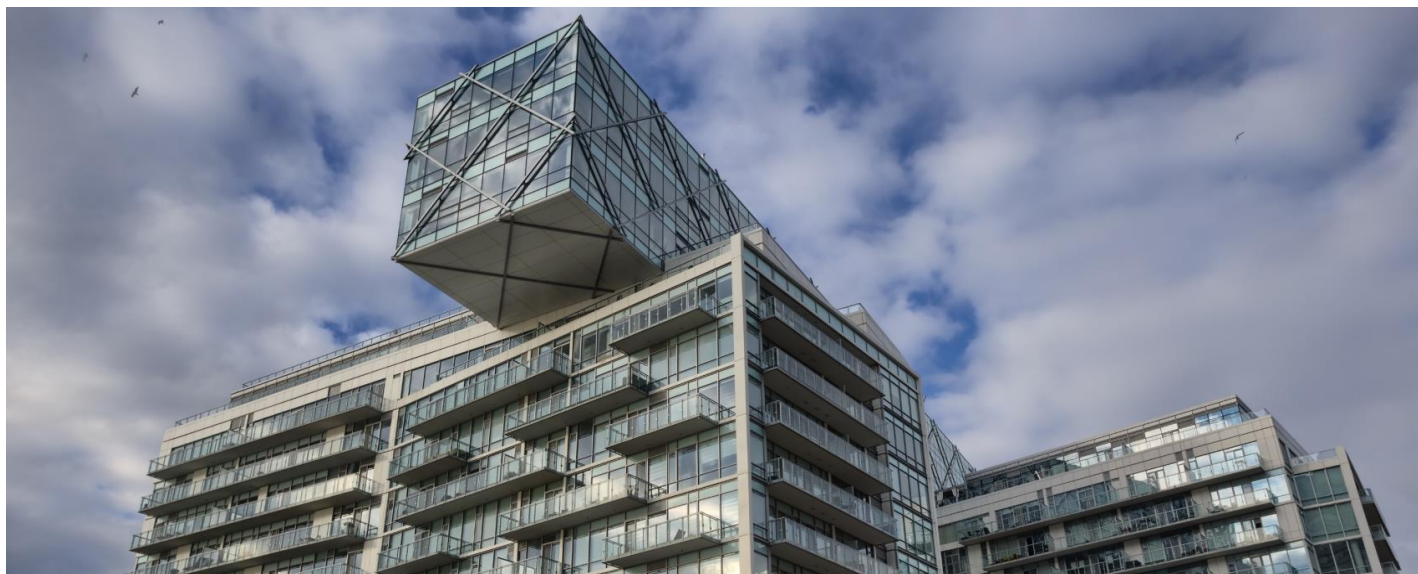
**Attachments:**

- [Appendix 'A' - PLN2022-21 - Centre Wellington 2022 BP Fee Review](#)

**Approved By:**

Brett Salmon, Managing Director of Planning and Development

Dan Wilson, Chief Administrative Officer



# Building Permit Fees Review Study

## Township of Centre Wellington

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March 29, 2022

Watson & Associates Economists Ltd.  
905-272-3600  
[info@watsonecon.ca](mailto:info@watsonecon.ca)



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# Chapter 1

## Introduction

# 1. Introduction

## 1.1 Background

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Municipalities have periodically undertaken to update their development fees in order to address changes in development cycles, application characteristics, and cost recovery levels with the intent of continuing to improve fee structures so that they more accurately reflect processing efforts. The Township of Centre Wellington (Township) retained Watson & Associates Economists Ltd. (Watson) to undertake a review of its building permit fees, with consideration for current costs and revenues, processing activities and effort, and forecasted volumes of building permit applications.

The financial forecast results presented in this report form the basis for recommended changes to the Township's building permit fee schedule to ensure that the full costs of services are recovered, and projected reserve fund balances are sufficient to stabilize future operations.

This technical report summarizes the legislative context for the fees review, provides a detailed description of the methodology utilized to assess the full costs of service, presents the full costs of administering and enforcing the *Building Code*, building permit reserve fund strategies, and recommends full cost recovery fee structures.

## 1.2 Legislative Context for Building Permit Fees Review

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The context for the scope of the building permit fees review is framed by the statutory authority available to the Township to recover the costs of service. The statutory authority that must be considered in this regard is section 7 of the Ontario *Building Code Act* which governs building permit fees. The following summarizes the provisions of this statute as it pertains to fees.

Section 7 of the *Building Code Act* provides municipalities with general powers to impose fees through passage of a by-law. The Act provides that:

“The council of a municipality may pass by-laws

- (c) requiring the payment of fees and prescribing the amounts of the fees,
- (i) on application for and on issuance of permits,

- (ii) for maintenance inspections,
- (iii) for providing documentation, records or other information under section 15.10.4, and
- (iv) for providing information under subsection 15.10.6 (2)
- (c.1) requiring the payment of interest and other penalties, including payment of collection costs, when fees are unpaid or are paid after the due date;
- (d) Providing for refunds of fees under such circumstances as are prescribed.”

The *Building Code Statute Law Amendment Act* imposed additional requirements on municipalities in establishing fees under the Act, in that:

“The total amount of the fees authorized under clause (1)(c) must not exceed the anticipated reasonable cost of the principal authority to administer and enforce this Act in its area of jurisdiction.”

In addition, the amendments also require municipalities to:

- Reduce fees to reflect the portion of service performed by a Registered Code Agency;
- Prepare and make available to the public annual reports with respect to the fees imposed under the Act and associated costs; and
- Undertake a public process, including notice and public meeting requirements, when a change in the fee is proposed.

O. Reg. 305/03 (which has since been replaced by O. Reg. 332/12) was the associated regulation arising from the *Building Code Statute Law Amendment Act, 2002*. O. Reg. 332/12 provides further details on the contents of the annual report and the public process requirements for the imposition of or change in fees. With respect to the annual report, it must contain the total amount of fees collected, the direct and indirect costs of delivering the services related to administration and enforcement of the Act, and the amount of any reserve fund established for purposes related to the administration and enforcement of the Act. The regulation also requires that notice of the preparation of the annual report be given to any person or organization that has requested such notice.

Relating to the public process requirements for the imposition or change in fees, the regulations require municipalities to hold at least one public meeting and that at least 21-days notice be provided, including notice via regular mail to parties that requested such notice within five years preceding the public meeting. Moreover, the regulations require that such notice include, or be made available upon request to the public, an estimate of the costs of administering and enforcing the Act, the amount of the fee or change in existing fee and the rationale for imposing or changing the fee.

The Act specifically requires that fees “must not exceed the anticipated reasonable costs” of providing the service and establishes the cost justification test at the global *Building Code Act* level. With the Act requiring municipalities to report annual direct and indirect costs related to fees, this would suggest that *Building Code Act* fees can include general corporate overhead indirect costs related to the provision of service. Moreover, the recognition of anticipated costs also suggests that municipalities could include costs related to future compliance requirements or fee stabilization reserve fund contributions. As a result, *Building Code Act* fees modelled in this exercise include direct costs, capital-related costs, indirect support function costs and corporate management costs related to the service provided, as well as provisions for future anticipated costs.



# Chapter 2

## Activity-Based Costing Development Fees



## 2. Activity-Based Costing Development Fees

### 2.1 Methodology

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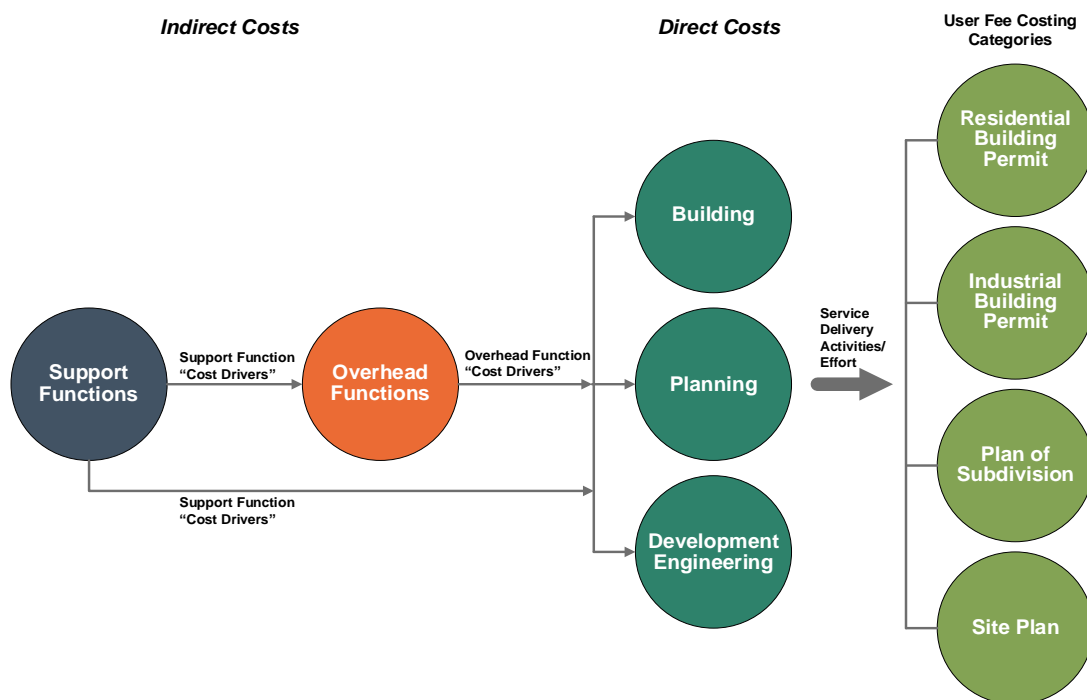
An activity-based costing (A.B.C.) methodology, as it pertains to municipal governments, assigns an organization's resource costs through activities to the services provided to the public. One of the service channels provided by municipalities is the development review process. Conventional municipal accounting structures are typically not well suited to the costing challenges associated with development processing activities, as these accounting structures are business unit focused and thereby inadequate for fully costing services with involvement from multiple business units. An A.B.C. approach better identifies the costs associated with the processing activities for specific application types and thus is an ideal method for determining full cost recovery development fees.

As illustrated in Figure 2-1, an A.B.C. methodology attributes processing effort and associated costs from all participating municipal business units to the appropriate development fee service categories. The resource costs attributed to processing activities and application categories include direct operating costs, indirect support costs, and capital costs. Indirect support function and corporate overhead costs are allocated to direct business units according to operational cost drivers (e.g., information technology costs allocated based on the relative share of departmental personal computers supported). Once support costs have been allocated amongst direct business units, the accumulated costs (i.e., indirect, direct, and capital costs) are then distributed across the various development fee service categories and other non-development services offered by the Township, based on the business unit's direct involvement in development review process activities. The assessment of each business unit's direct involvement in development review process activities is

accomplished by tracking the relative shares of staff processing effort across each development fee category's sequence of process steps. The results of employing this costing methodology provide municipalities with a better recognition of the costs incurred in delivering development review processes, as it acknowledges not only the direct costs of resources deployed but also the operating and capital support required by those resources to provide services.

The following sections of this chapter review each component of the A.B.C. methodology as it pertains to the Township's building permit fees review.

Figure 2-1  
Activity-Based Costing Conceptual Cost Flow Diagram



## 2.2 Application Category Definition

A critical component of the full cost user fees review is the selection of costing categories. This is an important first step as the process design, effort estimation, and subsequent costing is based on these categorization decisions. Although cost justification is not required by permit type, calculating this information by permit type



allows for a better understanding of how processing effort and costs will change with development activity.

The fee categorization process for development fees occurred at the project initiation stage of the study process and through subsequent discussions with Township staff. The costing categories included in the A.B.C. model and later used to rationalize changes to the Township's fee structure are summarized below.

### **Building Permit Costing Categories**

- Group "A" - Assembly
- Group "B" - Institutional - Police & Hospitals
- Group "B" - Institutional - Care Facilities
- Group "C" - Residential
- Group "C" - Residential Apartments
- Group "D" - Business
- Group "E" - Mercantile
- Group "F" - Industrial - Minor
- Group "F" - Industrial - Major
- Farm Buildings
- Manure Storage Tank
- Farm Silo
- Foundation
- Alterations/ Renovations - Residential
- Alterations/ Renovations - Non-Residential
- Accessory Apartments
- Deck
- Residential Pool
- Public Pool/Spa
- Signs - General
- Signs - Rooftop
- Special Occasion Tents
- Plumbing
- Sewage System - New
- Sewage System - Repair
- Septic Re-Inspection
- Demolition
- Alternative Solution
- Conditional
- Change of Use
- Material Change - Minor
- Material Change - Major

## **2.3 Application Processing Effort Cost Allocation**

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To capture each participating Township staff member's relative level of effort in processing building permit applications, process maps were developed for each of the above-referenced costing categories. These process map outline the steps involved in processing each type of building permit application, and include steps related to review, inspections, administration, and enforcement. The finalized process maps were

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populated with initial effort estimates through workshops facilitated by Watson and the Township's internal business unit discussions.

The effort estimates received were applied against average annual building permit volumes for the period 2015 to 2019 to assess the average annual processing time per position spent on each building permit costing category. Annual processing effort per staff position was measured against available processing capacity to determine overall service levels. The results of the initial capacity analysis were reviewed with Township staff. Effort estimates were subsequently refined in consultation with Township staff to better reflect current staff utilization levels. These refinements provided for the recognition of efforts within the building permit fees review processes ancillary to direct processing tasks – i.e., application oversight activities by departmental senior management and administration and enforcement activities under the authority of the *Building Code Act*.

### **2.3.1 Building Permit Activity Projections**

Building permit volumes and the staff effort required to process and administer those permit volumes are the main driving forces behind processing costs and consequently permit fees. As such, a detailed analysis of the anticipated volume of building permit activity is required to identify how resources will be consumed across different permit categories and, therefore, where costs are generated. This analysis is especially important in the Township's case because of anticipated increases in new construction permits and associated increases in permits related to residential renovations, alterations and additions. Table 2-1 below provides a comparison of historical (2015-2019) and forecasted (2022-2026) volumes of annual building permit activity, by costing category. A description of how the forecast was developed is provided below the table.

Table 2-1  
Historical and Forecasted Annual Building Permit Activity, by Costing Category

Costing Category	Annual Permit Volume		Forecast Notes
	Historical Average (2015-2019)	2022-2026 Forecast	
Group "A" - Assembly	3.4	5.6	**
Group "B" - Institutional - Police & Hospitals	0.6	1.2	**
Group "B" - Institutional - Care Facilities	0.0	0.0	
Group "C" - Residential	215.6	263.1	*
Group "C" - Residential Apartments	1.2	4.2	*
Group "D" - Business	4.2	7.0	**
Group "E" - Mercantile	1.0	1.7	**
Group "F" - Industrial - Minor	4.6	20.5	**
Group "F" - Industrial - Major	4.6	20.5	**
Farm Buildings	29.0	29.0	
Manure Storage Tank	4.2	4.2	
Farm Silo	5.6	5.6	
Foundation	6.6	6.6	
Alterations/ Renovations - Residential	29.0	35.4	*
Alterations/ Renovations - Non-Residential	35.4	35.4	
Accessory Apartments	27.0	33.0	*
Deck	0.0	0.0	
Residential Pool	27.2	33.2	*
Public Pool/Spa	0.4	0.4	
Signs - General	83.2	83.2	
Signs - Rooftop	0.0	0.0	
Special Occasion Tents	11.0	11.0	
Plumbing	19.4	19.4	
Sewage System - New	29.0	29.0	
Sewage System - Repair	5.4	5.4	
Septic Re-Inspection	0.0	0.0	
Demolition	26.0	26.0	
Alternative Solution	0.6	0.6	
Conditional	0.0	0.0	
Change of Use	0.6	0.6	
Material Change - Minor	0.0	0.0	
Material Change - Major	0.0	0.0	

The forecast of annual building permit volumes for select residential costing categories, marked with an asterisk (\*) in Table 2-1, was derived from the County of Wellington Draft Phase 1 Municipal Comprehensive Review. The annualized growth in residential

units forecasted for the 2021-2026 period was compared to historical growth in residential units witnessed during the 2016-2020 period, by unit type. The resultant ratios were applied to the average annual permit volumes observed during the 2015-2019 period to estimate the average annual permit volumes for the 2022-2026 period. It is estimated that the average annual volume of Group “C” – Residential permits will be 1.22 times the annual average observed over the 2015-2019 period. It has been assumed that future volumes of residential alteration/renovation permits, accessory apartment units, and residential pools will follow a similar trend. Similarly, it is estimated that the average annual volume of Group “C” – Residential Apartment permits will be 3.50 times the annual average observed over the 2015-2019 period.

The forecast of annual building permit volumes for select non-residential costing categories, marked with a double asterisk (\*\*) in Table 2-1, was derived from the growth forecast contained in the Township’s 2019 Development Charges Background Study. The annualized employment growth forecasted for the 2020-2030 period was compared to historical employment growth observed during the 2016-2020 period, by employment category. The resultant ratios were applied to the average annual permit volumes observed during the 2015-2019 period to estimate the average annual permit volumes for the 2022-2026 period. It is estimated that the average annual volume of Group “A” – Assembly permits, Group “D” – Business permits, and Group “E” – Mercantile permits will be 1.66 times the annual average observed over the 2015-2019 period. Similarly, it is estimated that the average annual volume of Group “B” – Institutional permits will be 2.03 times the annual average observed over the 2015-2019 period. Finally, it is estimated that the average annual volume of Group “F” – Industrial permits (both major and minor) will be 4.46 times the annual average observed over the 2015-2019 period.

For all other costing categories (i.e., ones not marked with an asterisk in Table 2-1), it has been assumed that annual building permit volumes over the 2022-2026 period will be consistent with volumes observed during the 2015-2019 period.

### **2.3.2 Staff Capacity Utilization**

Table 2-2 summarizes the number of F.T.E. positions with direct involvement in building permit processing activities based on the underlying processing effort estimates and average annual building permit volumes. Based on the historical volumes of building permit activity observed from 2015 to 2019, approximately 9 full-time equivalents are consumed by processing building permits across the organization, with the vast majority of those (approximately 8.85) being staff in the Building Department. Based on the

forecast of building permit activity for the 2022-2026 period, as identified in Table 2-1, approximately 12 full-time equivalents would be required on an annual basis to process this volume of building permits. This analysis suggests that the Township would require approximately three additional F.T.E. positions in the Building Department to adequately service the anticipated volume of building permits over the next five years.

Table 2-2  
Building Permit Processing Resource Utilization

Position	Current F.T.E.s	Annual Building Permit Utilization			
		Historical (2015-2019)		Forecast (2022-2026)	
		%	F.T.E.s	%	F.T.E.s
<b>PLANNING &amp; DEVELOPMENT SERVICES</b>					
Director	1.00	20.0%	0.20	27.0%	0.27
<b>Building Department</b>					
Chief Building Official	1.00	85.0%	0.85	110.2%	1.10
Building Official	5.00	100.0%	5.00	137.1%	6.85
Permit Clerk	2.00	100.0%	2.00	123.4%	2.47
Building Permit Technologist	1.00	100.0%	1.00	133.9%	1.34
<b>Planning Department</b>					
Engineering Technologist - Development	1.00	0.7%	0.01	0.8%	0.01
<b>Total</b>	<b>11.00</b>		<b>9.06</b>		<b>12.04</b>

## 2.4 Direct Costs

As identified in subsection 2.3.2, several staff within the Township's Planning & Development Services division are directly involved in processing building permits.

Based on the results of the resource capacity analysis summarized above, the proportionate share of each individual's direct costs was allocated to the respective development fee categories. The Township's 2021 Operating Budget was used to generate the direct cost allocations within the model, including cost components such as:

- Labour costs (e.g. salary, wages, and benefits);
- Employee related costs (e.g. mileage, training, conferences, associations/ subscriptions, etc.);
- Office supplies; and
- Telephone/cellular.

## 2.5 Indirect Costs

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An A.B.C. review includes indirect support costs that allow direct service departments to perform development review functions. The methodology employed within the costing model used for this assignment assumes that indirect costs will approximate those generally witnessed in other Ontario municipalities having undertaken extensive step model costing. These models generally result in indirect cost attributions of 20-25% of total direct costs. As such, the modeling herein assumes indirect cost attributions for building permit fees equivalent to 25% of direct costs.

## 2.6 Capital Costs

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The inclusion of capital costs within the full cost development fee calculations follows a methodology similar to indirect costs. Replacement values of assets commonly utilized to provide direct business unit services have been included to reflect capital costs of service. The replacement value approach determines an annual asset lifecycle cost over the expected useful life of an asset. This annual lifecycle cost is then allocated across all fee categories based on the capacity utilization of direct business units.

Capital lifecycle costs related to facilities were calculated based on the average annual capital needs identified in the recently completed building audit for the Elora Municipal Office and the proportion of the facility utilized by the Building and Planning departments. Average annual lifecycle costs related to vehicles utilized by the Building department were calculated based on a replacement cost of \$40,000 per vehicle and an 8-year useful life. The annual lifecycle costs reflect a total of seven vehicles, including five existing ones and two additional vehicles that are expected to be acquired in future years for the additional staff, as discussed in Section 2.3.2. These costs were then distributed to each costing category based on staff resource capacity utilization.



# Chapter 3

## Building Permit Fees Review





### 3. Building Permit Fees Review

#### 3.1 Building Permit Costing Results

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Table 3-1 presents the Township's annual costs of providing building permit services. The annual costs reflect the organizational direct, indirect, and capital costs associated with processing activities at forecasted activity volumes. These costs are based on 2021 budget estimates and adjusted for the additional staff positions that may be required in future years, as discussed in Section 2.3.2. The annual costs are compared to estimated revenues by costing category. The revenue estimates were developed based on current building permit fees and forecasted volumes of building permit activity, as presented in Section 2.3.1. Comparing annual costs and revenues identifies the cost recovery levels provided by current building permit fees. In aggregate, current building permit fees are expected to recover approximately 114% of the annual costs of service, on an average annual basis over the 2022-2026 period.



Table 3-1  
Forecasted Building Permit Cost Recovery Levels (at Current Building Permit Fees)

Cost Component	
Direct Costs (SW&B) <sup>A</sup>	\$ 1,375,585
Direct Costs (non-SW&B) <sup>A</sup>	\$ 79,648
<b>Total Direct Costs</b>	<b>\$ 1,455,233</b>
Indirect Costs	\$ 363,808
<b>Total Direct and Indirect Costs</b>	<b>\$ 1,819,042</b>
Capital Replacement Costs	\$ 46,101
<b>Grand Total Costs</b>	<b>\$ 1,865,143</b>
<b>Average Annual Revenue (at current fees)</b>	<b>\$ 2,127,790</b>
Cost Recovery Level (total costs)	114%

<sup>A</sup> "SW&B" means Salaries, Wages, and Benefits

Table 3-2 provides a breakdown of cost recovery performance by costing category. The following observations regarding cost recovery levels for different costing categories are provided:

- New Non-residential Group A, D, E, and F Major Construction permits recover well over total annual costs.
- New Non-residential Group F Minor Construction permits recover approximately 44% of total annual costs.
- New Multi-residential Construction permits (i.e., apartments) recover well over total annual costs.
- New Residential Construction permits (i.e., single family, semi-detached, row, and townhouse dwellings) are operating at approximately 87% of full cost recovery.
- New Farm Building Construction permits recover well over total annual costs.
- Revenues generated from all other permit types, in aggregate, provide approximately 90% recovery of annual costs related to those categories.



Table 3-2  
Current Building Permit Cost Recovery Levels by Costing Category

Costing Category	Forecasted Annual Revenue	Forecasted Annual Costs	Cost Recovery %
Group "A" - Assembly	\$ 59,833	\$ 24,781	241%
Group "B" - Institutional - Police & Hospitals	\$ 235,008	\$ 22,298	1054%
Group "B" - Institutional - Care Facilities	\$ -	\$ 0	0%
Group "D" - Business	\$ 58,445	\$ 47,175	124%
Group "E" - Mercantile	\$ 26,561	\$ 12,214	217%
Group "F" - Industrial - Minor	\$ 50,848	\$ 116,320	44%
Group "F" - Industrial - Major	\$ 153,354	\$ 145,481	105%
Alterations/ Renovations - Non-Residential	\$ 43,956	\$ 96,309	46%
Group "C" - Residential	\$ 791,297	\$ 911,250	87%
Group "C" - Residential Apartments	\$ 231,002	\$ 42,965	538%
Farm Buildings	\$ 136,698	\$ 112,246	122%
Manure Storage Tank	\$ 4,031	\$ 6,080	66%
Farm Silo	\$ 84,077	\$ 7,803	1078%
Foundation	\$ 14,144	\$ 9,673	146%
Alterations/ Renovations - Residential	\$ 156,238	\$ 81,435	192%
Deck	\$ -	\$ 0	0%
Accessory Apartments	\$ 16,702	\$ 47,612	35%
Residential Pool	\$ 5,633	\$ 20,572	27%
Public Pool/Spa	\$ 125	\$ 665	19%
Signs - General	\$ 12,459	\$ 66,682	19%
Signs - Rooftop	\$ -	\$ 0	0%
Special Occasion Tents	\$ 1,595	\$ 7,131	22%
Plumbing	\$ 10,477	\$ 17,469	60%
Sewage System - New	\$ 18,741	\$ 34,288	55%
Sewage System - Repair	\$ 1,145	\$ 6,032	19%
Septic Re-Inspection	\$ -	\$ 0	0%
Demolition	\$ 8,539	\$ 24,943	34%
Alternative Solution	\$ 302	\$ 2,583	12%
Conditional	\$ -	\$ 0	0%
Change of Use	\$ 103	\$ 1,136	9%
Material Change - Minor	\$ -	\$ 0	0%
Material Change - Major	\$ -	\$ 0	0%
Other	\$ 6,480	\$ -	
<b>Total</b>	<b>\$ 2,127,790</b>	<b>\$ 1,865,143</b>	<b>114%</b>



## 3.2 Building Code Act Reserve Fund Design

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Regulations passed under the *Ontario Building Code Act* dealing with annual financial reporting requirements recognize the legitimacy of municipal reserve funds for building code purposes. While the Act does not prescribe a specific methodology for determining an appropriate reserve fund target, municipalities have developed building permit reserve fund policies to provide service stabilization.

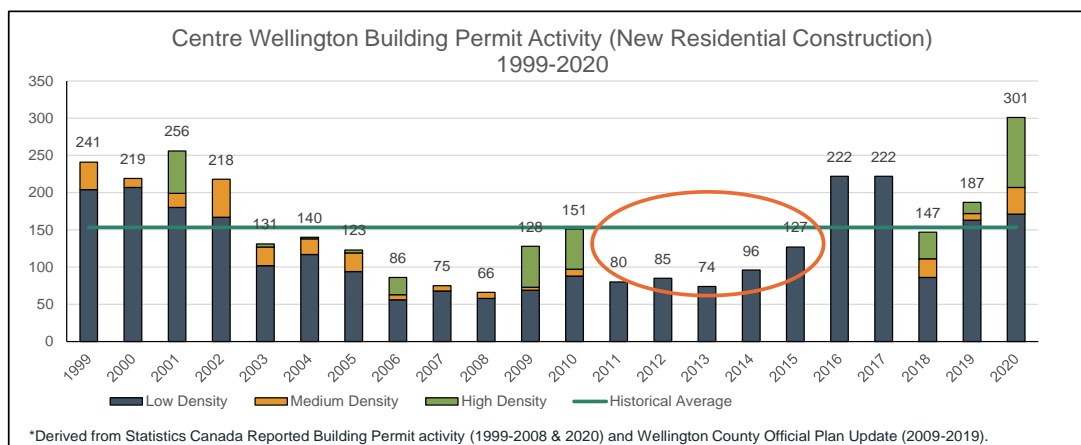
Reserve fund policies should be developed to reduce the staffing and budgetary challenges associated with cyclical economic downturns and the requirement for ongoing legislative turnaround time compliance. Without such a reserve fund, reduced permit volumes during a downturn could result in severe budgetary pressures and the loss of certified Township building staff, which would be difficult to replace during the subsequent recovery when mandatory permit processing turnaround times apply. A reserve fund stabilization policy should provide the Township with the ability to retain qualified staff during a future economic downturn while minimizing the impact on the general tax levy.

It is common practice for municipalities to set a target reserve fund balance that is some multiple of annual direct costs. Municipalities generally target a multiple of 1 to 2.5 times annual direct costs. Through the Township's previous building permit fee review, a target reserve fund multiple of 1.21 times annual direct costs was established.

The reserve fund target multiple established through the previous review was updated by examining the Township's residential building permit activity over a 22-year historical period (1999 to 2020). Figure 3-1 presents this historical residential building permit activity and identifies a recent 5-year period (2011 to 2015) during which annual permit volumes were lower than the prevailing 22-year annual average.



Figure 3-1  
Historical Residential Building Permit Activity



In comparing this downturn in building permit activity to the 22-year average annual permit volume, approximately 1.99 years of cumulative permit volumes were lost. To ensure that sufficient reserves are established for these purposes, the Township could accumulate a reserve balance equivalent to 1.99 years of direct building permit processing costs.

Based on the modelled annual direct building permit processing costs of approximately \$1.46 million (as detailed in Section 3.1), the building permit reserve fund target should be approximately \$2.89 million.

The Township has a building permit reserve fund with an estimated 2021 closing balance of \$3 million. Several capital asset acquisitions and modernization initiatives are proposed to be funded from the reserve fund over the next five years. These include additional vehicles for expanded staff complement, an online permitting system, facility renovation/reconfiguration to accommodate additional staff, and digitization of records. In total, these items are expected to result in draws of approximately \$310,000 from the reserve fund. Considering these anticipated expenditures, the net balance available in the building permit reserve fund totals approximately \$2.69 million (approximately 1.85 times annual direct costs). Therefore, the Township's building permit reserve fund is in a deficit position of approximately \$204,000 relative to a target balance that would correspond to 1.99 times annual direct costs. This deficit was considered when setting the recommended fees. More specifically, annual



contributions of approximately \$40,400 have been reflected in the full-cost assessment and resultant fee recommendations.

### 3.3 Recommended Fees

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Fee structure recommendations were developed with regard to the cost revenue impacts presented in Table 3-2. The recommended fee structures adjustments presented below are based on the A.B.C. model and future forecasted average application characteristic underlying building permits. The complete recommended fee schedule is provided in Appendix A.

The recommended fees were designed to reduce overall building permit fee revenues to full cost recovery levels. This was achieved by decreasing the over-recovering, non-residential and multi-residential construction permit fees while increasing the under-recovering, residential permit fees. A summary of the recommended fee adjustments is provided below:

- In an effort to bring revenues into closer alignment with costs and also to simplify the fee structure, the fees for several non-residential new construction permit types are proposed to be harmonized:
  - A uniform fee of \$13.13 per square metre is being recommended for Group A, B, D, and E construction permits. This harmonization will result in a net decrease from the existing fees for Group A, B, and D permits, and a marginal increase for Group E permits.
  - A uniform fee of \$7.37 per square metre is being recommended for Group F construction permits. This harmonization will result in a net decrease from the existing fee for most permits within this category, and a net increase for some Group F Minor permits.
- Group C – Residential permits: An increase of 12% (from \$13.13 per square metre to \$14.75 per square metre) is recommended to improve the cost recovery performance of this category, while maintaining competitiveness with comparator municipalities.
- Group C – Residential Apartment permits: A decrease of 38.5% (from \$13.13 per square metre to \$8.07 per square metre) is recommended to better align the fee with processing costs, and to recognize the strategic importance of this type of construction with respect to affordable housing. The recommended fee of



\$8.07 per square metre would make the Township the lowest cost provider of these permits relative to the comparator municipalities.

- Farm Building permits (excluding silos, manure storage tanks, anaerobic digesters, and grain bins): a uniform fee of \$3.18 per square metre is recommended, reflective of the full cost of processing permits in this category. This adjustment will result in a net decrease from the existing fees for most permits in this category.

Implementing the proposed fee adjustments would decrease the Township's overall average annual cost recovery level for building permits from 114% to 100%, as summarized in Table 3-3. The recommended fees would move all building permit application categories closer towards full cost recovery levels while remaining competitive with fees imposed by comparator municipalities.

Table 3-3  
Forecasted Building Permit Cost Recovery Levels (at Proposed Building Permit Fees)

Cost Component	
Direct Costs (SW&B) <sup>A</sup>	\$ 1,375,585
Direct Costs (non-SW&B) <sup>A</sup>	\$ 79,648
<b>Total Direct Costs</b>	<b>\$ 1,455,233</b>
Indirect Costs	\$ 363,808
<b>Total Direct and Indirect Costs</b>	<b>\$ 1,819,042</b>
Capital Replacement Costs	\$ 46,101
Annual Contribution to Reserve Fund	\$ 40,403
<b>Grand Total Costs</b>	<b>\$ 1,905,546</b>
<b>Average Annual Revenue (at proposed fees)</b>	<b>\$ 1,905,546</b>
Cost Recovery Level (total costs)	100%

<sup>A</sup> "SW&B" means Salaries, Wages, and Benefits

Appendix B contains a comparison of the Township's current building permit fees with selected comparator municipalities. This comparison was used in determining the market competitiveness of building permit fee recommendations.



# Appendix A – Building Permit Fees





Table A-1  
Current and Proposed Building Permit Application Fees

Costing Category		Current Fee	Proposed Fee	Charging Parameter
<b>Group "A" - Assembly Buildings (New and Additions)</b>				
470	Post Office, Communication Building	\$ 22.07	\$ 13.13	per sq.m.
536	Convention Centre, Exhibition	\$ 22.07	\$ 13.13	per sq.m.
540	Restaurant, Tavern, Bar, Diner, Donut Shop	\$ 22.07	\$ 13.13	per sq.m.
550	Theatre, Concert Hall, Cultural Centre	\$ 22.07	\$ 13.13	per sq.m.
560	Recreation Complex, Country Club, Arena, Pools	\$ 22.07	\$ 13.13	per sq.m.
562	Outdoor Public Pools, Bleachers, Grandstands	\$ 22.07	\$ 13.13	per sq.m.
610	Government Administration, Court Buildings	\$ 22.07	\$ 13.13	per sq.m.
612	Other Government, Fire Station	\$ 22.07	\$ 13.13	per sq.m.
620	Elementary Schools, Kindergarten, Day Care	\$ 22.07	\$ 13.13	per sq.m.
622	Secondary Schools, Junior High, High School	\$ 22.07	\$ 13.13	per sq.m.
624A	Post Secondary, Technical School	\$ 22.07	\$ 13.13	per sq.m.
630	Library, Museum, Art Gallery, Science Centre	\$ 22.07	\$ 13.13	per sq.m.
660	Religious Building, Church, Temple, Synagogue	\$ 22.07	\$ 13.13	per sq.m.
624	Portable Classrooms / per unit	\$ 22.07	\$ 13.13	per sq.m.
<b>Group "B" - Institutional Buildings (New and Additions)</b>				
612	Police Station, Jails, Detention Centre	\$ 22.73	\$ 13.13	per sq.m.
640	Hospitals	\$ 25.94	\$ 13.13	per sq.m.
650	Care Facilities, Nursing Home, Rest Home	\$ 18.62	\$ 13.13	per sq.m.
<b>Group "C" - Residential Buildings (New and Additions)</b>				
110	SFD, Link Home	\$ 13.13	\$ 14.75	per sq.m.
115	SFD, Condominium	\$ 13.13	\$ 14.75	per sq.m.
150	Cottage, Seasonal Dwelling	\$ 13.13	\$ 14.75	per sq.m.
210	Semi-Detached Dwelling	\$ 13.13	\$ 14.75	per sq.m.
215	Semi-Detached Condominium	\$ 13.13	\$ 14.75	per sq.m.
310	Apartment Buildings, Duplex, Triplex, Quadruplex	\$ 13.13	\$ 8.07	per sq.m.
315	Apartment Condominium	\$ 13.13	\$ 8.07	per sq.m.
330	Townhouse, Row House	\$ 13.13	\$ 14.75	per sq.m.
335	Townhouse, Condominium	\$ 13.13	\$ 14.75	per sq.m.
530	Hotel, Motel	\$ 13.13	\$ 14.75	per sq.m.
532	Cabin (Seasonal)	\$ 13.13	\$ 14.75	per sq.m.
130	Park Model & Recreational Trailer	\$ 460.00	\$ 460.00	Flat
<b>Group "D" - Business &amp; Personal Services Buildings (New and Additions)</b>				
520	Office Buildings (Superstructure only)	\$ 15.07	\$ 9.94	per sq.m.
522	Office Complex, Office/Retail, Office/Apartment	\$ 19.91	\$ 13.13	per sq.m.
<b>Group "E" - Mercantile Buildings (New and Additions)</b>				
05	Retail Stores (Superstructure Only)	\$ 8.93	\$ 9.15	per sq.m.
512	Retail Complex, Plaza Mall, Shopping Centre	\$ 12.81	\$ 13.13	per sq.m.



Table A-1 (cont.)  
Current and Proposed Building Permit Application Fees

Costing Category		Current Fee	Proposed Fee	Charging Parameter
<b>Group "F" - Industrial Buildings (New and Additions)</b>				
410	Primary Industry	\$ 9.90	\$ 7.37	per sq.m.
430	Manufacturing, Processing, Assembly, Mill, Printing	\$ 8.93	\$ 7.37	per sq.m.
440	Transportation Terminal, Bus/Truck Terminal	\$ 8.93	\$ 7.37	per sq.m.
450	Maintenance Bldg, Accessory Bldg. Low Hazard	\$ 7.43	\$ 7.37	per sq.m.
460	Storage, Warehouse, Industrial Mall Factories	\$ 7.43	\$ 7.37	per sq.m.
480	Utility, Hydro Control Bldg, Water & Sewage Control	\$ 7.43	\$ 7.37	per sq.m.
490	Incinerator, Waste Sorting Bldg.	\$ 7.43	\$ 7.37	per sq.m.
572	Parking Garage, Dock	\$ 6.14	\$ 7.37	per sq.m.
	Service Station, Auto Repair Garage, Specialty Shop	\$ 8.93	\$ 7.37	per sq.m.
<b>Farm Buildings (New and Additions)</b>				
410	Specialty Barns / Broiler / Dairy (Insul. / HVAC)	\$ 6.67	\$ 3.18	per sq.m.
410A	Pole / Framed / Heavy Timber Barn	\$ 5.17	\$ 3.18	per sq.m.
410B	Hoop / Quansat	\$ 2.48	\$ 3.18	per sq.m.
410C	Silos:			
	a) Tower	\$ 12.50	\$ 12.50	per \$1,000 CV
	b) Horizontal/Bunker	\$ 12.50	\$ 12.50	per \$1,000 CV
410D	Manure Storage Tanks, Anaerobic Digester	\$ -		
	a) Uncovered	\$ 12.50	\$ 12.50	per \$1,000 CV
	b) Covered	\$ 12.50	\$ 12.50	per \$1,000 CV
	Grain Bins/Slatted Floor Storage Facilities	\$ 12.50	\$ 12.50	per \$1,000 CV
<b>Foundations Permits Only</b>				
04	Standard per sq. ft.	\$ 2.15	\$ 2.15	per sq.m.
04A	Underpinning per linear foot	\$ 3.25	\$ 3.25	per sq.m.
04B	Deep Foundations, Caissons, Pylons	\$ 12.50	\$ 12.50	per \$1,000 CV
<b>Interior Alterations/Renovations - All Classifications</b>				
04	Alterations and renovations to existing finished areas, new roof structures	\$ 4.31	\$ 4.31	per sq.m.
04B	Interior finishes to existing unfinished buildings (Residential basements and major renovation)	\$ 5.60	\$ 5.60	per sq.m.
<b>Conversions/De-Conversion</b>				
16	Change of Use (No Work or Construction Required)	\$ 205.00	\$ 205.00	Flat



Table A-1 (cont.)  
Current and Proposed Building Permit Application Fees

Costing Category		Current Fee	Proposed Fee	Charging Parameter
<b>Special Categories</b>				
12	Air Supported Structures	\$ 4.09	\$ 4.09	per sq.m.
	Temporary Tents			
12A	a) Single Tent (over 646 sq ft)	\$ 120.00	\$ 120.00	Flat
12B	b) 2-10 Tents	\$ 160.00	\$ 160.00	Flat
12C	c) Over 10 Tents	\$ 217.00	\$ 217.00	Flat
12D	Temporary Buildings / Sq. Ft. per building (12)	\$ 4.09	\$ 4.09	per sq.m.
12E	Relocated Buildings within Municipality	\$ 130.00	\$ 130.00	Flat
12F	Relocated Buildings from other Municipality	\$ 259.00	\$ 259.00	Flat
12G	Public Swimming Pools/Spas	\$ 13.88	\$ 13.88	per sq.m.
<b>Miscellaneous</b>				
110A	Residential Additions	\$ 13.13	\$ 13.13	per sq.m.
110B	Sunroom/Add-a-Room Additions	\$ 8.40	\$ 8.40	per sq.m.
15	Garage / Carport (per bay at time of house construction)	\$ 81.00	\$ 81.00	Flat
03A	Accessory Bldg., Detached Garage, Other Garage	\$ 6.67	\$ 6.67	per sq.m.
03B	Deck, Porch, Exterior Stairs	\$ 120.00	\$ 120.00	Flat
03C	Fireplaces/ Woodstove /Chimney	\$ 201.00	\$ 201.00	Flat
03D	Balcony Guard replacement (per linear meter / ft)	\$ 1.18	\$ 1.18	per linear m
03E	Ceiling (new / replacement per sq. meter /ft.)	\$ 1.18	\$ 1.18	per linear m
03F	Re-clad Exterior Walls (per sq. meter / ft.)	\$ 1.18	\$ 1.18	per linear m
03G	Designated Structures as per OBC			
	a) Crane Runways	\$ 337.00	\$ 337.00	Flat
	b) Exterior Tank and Support	\$ 471.00	\$ 471.00	Flat
	c) Retaining walls per linear meter / foot)	\$ 9.44	\$ 9.44	per linear m
	d) Windmills per Tower	\$ 12.50	\$ 12.50	per \$1,000 CV
03H	Storefront Replacement	\$ 402.00	\$ 402.00	Flat
03I	Elevator/Escalator/Lift	\$ 12.50	\$ 12.50	per \$1,000 CV
<b>Mechanical Work Only</b>				
06A	HVAC New (per residential suite)	\$ 120.00	\$ 120.00	Flat
06B	HVAC New (Non- residential) (per sq. meter / ft.)	\$ 0.97	\$ 0.97	per sq.m.
06C	Automatic Sprinkler/ Standpipe System (N.F.P.A. 13 & 14)	\$ 0.65	\$ 0.65	per sq.m.
06D	Exhaust Systems (Commercial Kitchen, Spray Booth, Dust Collector)	\$ 234.00	\$ 234.00	Flat
<b>Electrical Work Only</b>				
06E	Fire Alarm (Minimum Fee \$180.00)	\$ 0.75	\$ 0.75	per sq.m.
06F	Electromagnetic Locks & Hold Open Devices (each)	\$ 81.00	\$ 81.00	Each



Table A-1 (cont.)  
Current and Proposed Building Permit Application Fees

Costing Category		Current Fee	Proposed Fee	Charging Parameter
<b>Plumbing Work Only</b>				
06G	Plumbing New (per fixture)	\$ 14.89	\$ 14.89	Each
06H	Catch Basins / Manholes / Roof drains (each)	\$ 14.89	\$ 14.89	Each
06I	Building Outside Services - SFD, Semi, Duplex	\$ 120.00	\$ 120.00	Flat
06J	Building/Site Services (per linear foot)	\$ 1.94	\$ 1.94	per linear m
06K	Private Sewage Systems – New	\$ 685.00	\$ 685.00	Flat
06L	Private Sewage System – Repair/Alteration	\$ 230.00	\$ 230.00	Flat
06M	Testable Backflow Prevention Device (each)	\$ 95.00	\$ 95.00	Each
06N	Private Septic Re-inspection Fee	\$ 460.00	\$ 460.00	Flat
<b>Signs (Ontario Building Code only / See Sign Bylaw Fees)</b>				
100	Fascia Signs	\$ 119.00	\$ 119.00	Flat
150	Projecting	\$ 283.00	\$ 283.00	Flat
200	Ground/Pylon (over 25' in height and 125 Sq.Ft. in area)	\$ 385.00	\$ 385.00	Flat
<b>Other Fees</b>				
250	Occupy Permits			
	a) Unfinished Building (per Unit)	\$ 63.00	\$ 63.00	per Unit
	b) Finished Building (other than Residential)	\$ 162.00	\$ 162.00	per Unit
	c) Finished Residential Units (Section 1.3.3.4)	\$ 86.00	\$ 86.00	per Unit
300	Conditional/Partial Permit	\$ 162.00	\$ 162.00	Flat
350	Permit to Authorize Alternate Solution (See Note C)	\$ 402.00	\$ 402.00	Flat
400	Special Inspection not related to an active Permit	\$ 117.00	\$ 117.00	Flat
450	Inspection to clear outstanding deficiencies	\$ 110.00	\$ 110.00	Flat
550	Transfer of Ownership (Permit)	\$ 120.00	\$ 120.00	Flat
600	Permit to Authorize a Material Change to Permit	\$ 388.00	\$ 388.00	Flat
650	Exterior Basement Walkout (with stairs and retaining wall)	\$ 192.00	\$ 192.00	Flat
675	Solar Panel Retrofit Installation (See Note D)	\$ 195.00	\$ 195.00	Flat
12G	Demolition Permit (Minimum Fee \$120.00)	\$ 1.94	\$ 1.94	per sq.m.
700	Fee for Items not listed above	\$ 12.50	\$ 12.50	per \$1,000 CV



# Appendix B – Market Comparison



Market Survey – Building Permit Fees

Costing Category	Centre Wellington			Guelph		Guelph-Eramosa		Erin		Mapleton		Minto		Puslinch		Wellington North		Woolwich	
	Current Fee	Proposed Fee	Charging Parameter	Fee	Charging Parameter	Fee	Charging Parameter	Fee	Charging Parameter	Fee	Charging Parameter	Fee	Charging Parameter	Fee	Charging Parameter	Fee	Charging Parameter	Fee	Charging Parameter
Group "A" - Assembly	\$ 2.05	\$ 1.22	per sq.ft.	\$ 2.71	per sq.ft.	\$ 2.41	per sq.ft.	\$ 1.00	per sq.ft.	\$ 0.70	per sq.ft.	\$ 0.65	per sq.ft.			\$ 0.91	per sq.ft.	\$ 2.22	per sq.ft.
Group "B" - Institutional - Police & Hospitals	\$ 2.11	\$ 1.22	per sq.ft.	\$ 2.93	per sq.ft.	\$ 2.60	per sq.ft.	\$ 1.00	per sq.ft.	\$ 0.70	per sq.ft.	\$ 0.65	per sq.ft.			\$ 0.91	per sq.ft.	\$ 2.43	per sq.ft.
Group "B" - Institutional - Care Facilities	\$ 1.73	\$ 1.22	per sq.ft.	\$ 2.93	per sq.ft.	\$ 2.60	per sq.ft.	\$ 1.00	per sq.ft.	\$ 0.70	per sq.ft.	\$ 0.65	per sq.ft.			\$ 0.91	per sq.ft.	\$ 2.43	per sq.ft.
Group "C" - Residential	\$ 1.22	\$ 1.37	per sq.ft.	\$ 1.45	per sq.ft.	\$ 1.28	per sq.ft.	\$ 0.88	per sq.ft.	\$ 0.75	per sq.ft.*	\$ 0.80	per sq.ft.*	\$ 2.00	per sq.ft.	\$ 3,000.00	per Unit	\$ 1.25	per sq.ft.
Group "C" - Residential Apartments	\$ 1.22	\$ 0.75	per sq.ft.	\$ 1.88	per sq.ft.	\$ 1.42	per sq.ft.	\$ 0.88	per sq.ft.	\$ 0.75	per sq.ft.	\$ 1.20	per sq.ft.			\$ 1,200.00	per Unit	\$ 1.33	per sq.ft.
Group "D" - Business	\$ 1.85	\$ 1.22	per sq.ft.	\$ 1.88	per sq.ft.	\$ 1.85	per sq.ft.	\$ 1.00	per sq.ft.	\$ 0.70	per sq.ft.	\$ 0.80	per sq.ft.	\$ 2.24	per sq.ft.	\$ 0.91	per sq.ft.	\$ 1.68	per sq.ft.
Group "E" - Mercantile	\$ 1.19	\$ 1.22	per sq.ft.	\$ 1.88	per sq.ft.	\$ 1.66	per sq.ft.	\$ 1.00	per sq.ft.	\$ 0.70	per sq.ft.	\$ 0.80	per sq.ft.	\$ 2.24	per sq.ft.	\$ 0.91	per sq.ft.	\$ 1.68	per sq.ft.
Group "F" - Industrial - Minor	\$ 0.57	\$ 0.68	per sq.ft.	\$ 0.86	per sq.ft.	\$ 1.00	per sq.ft.	\$ 1.00	per sq.ft.	\$ 0.70	per sq.ft.	\$ 0.45	per sq.ft.	\$ 0.98	per sq.ft.	\$ 0.52	per sq.ft.	\$ 0.89	per sq.ft.
Group "F" - Industrial - Major	\$ 0.83	\$ 0.68	per sq.ft.	\$ 1.01	per sq.ft.	\$ 1.00	per sq.ft.	\$ 1.00	per sq.ft.	\$ 0.70	per sq.ft.	\$ 0.45	per sq.ft.	\$ 0.98	per sq.ft.	\$ 0.52	per sq.ft.	\$ 0.89	per sq.ft.
Farm Buildings	\$ 0.48	\$ 0.30	per sq.ft.	\$ 0.48	per sq.ft.	\$ 0.68	per sq.ft.	\$ 0.68	per sq.ft.	\$ 0.32	per sq.ft.	\$ 0.20	per sq.ft.	\$ 0.32	per sq.ft.	\$ 0.31	per sq.ft.	\$ 0.47	per sq.ft.
Manure Storage Tank	\$ 12.50	\$ 12.50	per \$1,000 CV	\$ 0.48	per sq.ft.	\$ 340.00	Flat			\$ 550.00	Flat	\$ 4.70	per linear ft.			\$ 0.12	per sq.ft.	\$ 138.00	Flat
Farm Silo	\$ 12.50	\$ 12.50	per \$1,000 CV	\$ 0.48	per sq.ft.	\$ 340.00	Flat			\$ 350.00	Flat	\$ 325.00	Flat			\$ 0.05	per sq.ft.	\$ 138.00	Flat
Foundation	\$ 0.20	\$ 0.20	per sq.ft.	\$ 0.16	per sq.ft.	\$ 0.20	per sq.ft.												
Alterations/ Renovations - Residential	\$ 0.52	\$ 0.52	per sq.ft.	\$ 0.45	per sq.ft.	\$ 0.63	per sq.ft.	\$ 0.78		\$ 0.35	per sq.ft.	\$ 0.80	per sq.ft.	\$ 0.54	per sq.ft.	\$ 0.32	per sq.ft.	\$ 0.22	per sq.ft.
Alterations/ Renovations - Non-Residential	\$ 0.52	\$ 0.52	per sq.ft.	\$ 0.45	per sq.ft.	\$ 0.54	per sq.ft.	\$ 0.80		\$ 0.70	per sq.ft.	\$ 0.45	per sq.ft.			\$ 0.39	per sq.ft.	\$ 0.22	per sq.ft.
Accessory Apartments	\$ 0.62	\$ 0.62	per sq.ft.	\$ 0.45	per sq.ft.	\$ 1.42	per sq.ft.	\$ 0.66	per sq.ft.	\$ 0.40	per sq.ft.	\$ 0.80	per sq.ft.			\$ 0.19	per sq.ft.	\$ 0.44	per sq.ft.
Deck	\$ 120.00	\$ 120.00	Flat	\$ 110.00	Flat	\$ 188.00	Flat	\$ 200.00	Flat	\$ 135.00	Flat	\$ 0.45	per sq.ft.	\$ 161.00	Flat	\$ 0.19	per sq.ft.	\$ 93.00	Flat
Residential Pool	\$ 172.00	\$ 172.00	Flat	\$ 220.00	Flat	\$ 255.00	Flat	\$ 200.00	Flat	\$ 100.00	Flat	\$ 138.00	Flat	\$ 222.00	Flat	\$ 130.00	Flat	\$ 93.00	Flat
Public Pool/Spa	\$ 1.29	\$ 1.29	per sq.ft.	\$ 440.00	Flat	\$ 255.00	Flat			\$ 100.00	Flat	\$ 138.00	Flat			\$ 130.00	Flat		
Signs - General	\$ 119.00	\$ 119.00	Flat	\$ 220.00	Flat	\$ 145.00	Flat			\$ 125.00	Flat			\$ 269.00	Flat			\$ 93.00	Flat
Signs - Rooftop	\$ 283.00	\$ 283.00	Flat	\$ 440.00	Flat													\$ 93.00	Flat
Special Occasion Tents	\$ 120.00	\$ 120.00	Flat	\$ 220.00	Flat	\$ 350.00	Flat			\$ 125.00	Flat	\$ 138.00	Flat	\$ 216.00	Flat	\$ 130.00	Flat	\$ 93.00	Flat
Plumbing	\$ 14.89	\$ 14.89	Each	\$ 15.00	Each	\$ 15.00	Each			\$ 135.00	Flat	\$ 138.00	Flat					\$ 8.00	Each
Sewage System - New	\$ 685.00	\$ 685.00	Flat	\$ 660.00	Flat	\$ 520.00	Flat	\$ 500.00	Flat	\$ 500.00	Flat	\$ 450.00	Flat	\$ 646.00	Flat	\$ 520.00	Flat	\$ 491.00	Flat
Sewage System - Repair	\$ 230.00	\$ 230.00	Flat	\$ 330.00	Flat	\$ 230.00	Flat			\$ 250.00	Flat	\$ 300.00	Flat	\$ 485.00	Flat	\$ 390.00	Flat	\$ 328.00	Flat
Septic Re-Inspection	\$ 460.00	\$ 460.00	Flat																
Demolition	\$ 0.18	\$ 0.18	per sq.ft.	\$ 0.04	per sq.ft.	\$ 0.12	per sq.ft.	\$ 1,300.00	Flat	\$ 150.00	Flat	\$ 115.00	Flat	\$ 161.00	Flat	\$ 130.00	Flat	\$ 0.01	per sq.ft.
Alternative Solution	\$ 402.00	\$ 402.00	Flat	\$ 500.00	Flat	\$ 425.00	Flat							\$ 518.00	Flat				
Conditional	\$ 162.00	\$ 162.00	Flat	\$ 0.16	per sq.ft.							\$ 345.00	Flat	20% of Permit		\$ 260.00	Flat		
Change of Use	\$ 205.00	\$ 205.00	Flat	\$ 220.00	Flat	\$ 135.00	Flat			\$ 100.00	Flat	\$ 115.00	Flat			\$ 130.00	Flat	\$ 93.00	Flat
Material Change - Minor	\$ 388.00	\$ 388.00	Flat																
Material Change - Major	\$ 388.00	\$ 388.00	Flat																



## Report to Committee of the Whole

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**To:** Mayor Linton and Members of Council

**Report:** CS2022-07

**Prepared By:** Matt Tucker, Manager of Parks & Facilities Operations

**Date:** 19 Apr 2022

**RE:** Elora Community Centre Renovations - ICIP; Community, Culture and Recreation Stream

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### **Recommendation:**

**THAT the Council of the Township of Centre Wellington endorses the Preferred Option #2 - Proceed with Revised Scope of Work for the Elora Community Centre Renovations as outlined in Report CS2022-07;**

**AND THAT Council directs staff to proceed with further design development, costing reviewing and tendering of the project;**

**AND THAT staff review additional funding allocations to support the revised scope of work in Option #2 and report to Council in December 2022.**

### **Summary:**

In October 2019 Council approved an Application to the Investing in Canada Infrastructure Program (ICIP): Culture and Recreation Stream – Rehabilitation and Renovation Intake funding to rehabilitate and renovate the Elora Community Centre (ECC). The proposed renovations included scope of work to improve accessibility, life cycle planning, energy efficiency, expand programming opportunities for seniors, youth, and families, and improve the facility as an emergency shelter for Elora at an estimated cost of between \$4.5 - \$5m. (See attached CS2019-14 staff report).

The Township received approval for this funding through the Federal and Provincial Governments on March 30, 2021. The total project approved is \$4,977,396.80 with the Federal share being \$1,998,958.72, the Provincial share being \$1,665,632.35, and the Township share being \$1,332,805.73. At the time of submitting the ICIP application it was anticipated that the ICIP grants would be awarded in early 2020 in order that construction could begin in late 2020.

The COVID-19 Pandemic hit in March 2020 and therefore the grant approval from the upper levels of government was delayed and therefore the timing for construction has

been delayed and this has significantly impacted the estimated construction costs for the project.

The purpose of this report is to update Council on the status of the project.

**Report:**

The Parks, Recreation & Culture Master Plan (May 2018) (PRCMP), approved by Council, Recommendation #4 stated – *“Undertake architectural and/or engineering assessment for the Elora Community Centre (ECC) address life cycle issues or existing components (namely the arena and roof) and accessibility for persons with disabilities. The assessments should concurrently explore ways and costs of accommodating a greater range of recreational opportunities....”*. The Master Plan also noted that based on current utilization rates there is not a need for an additional arena however given future growth projections this should be reviewed in 5 years to assess the net supply of ice pads for Centre Wellington moving forward.

The Elora Community Centre was built in the mid 1970's and is well beyond its life expectancy. The PRCMP notes *“from a facility perspective, the Elora Community Centre is in an advanced lifecycle state having been in operations for more than 40 years. While the Township has maintained the facility to a high standard, major structural and mechanical components will need to be replaced in the near future including the roof and concrete slab for the arena floor while improving the building accessibility for persons with disabilities.”* The arena roof was replaced in 2012. Other matters needing addressed include health and safety items for users and staff (i.e., ice refrigeration system leaks, arena board and glass heights for player and spectator safety, etc.), Provincial Accessibility regulations (washrooms, change rooms, entrance, arena viewing area, etc.), and gender-neutral change areas.

In October 2019 staff presented a report to Council regarding an application to the ICIP - Culture and Recreation Stream – Rehabilitation and Renovation Intake funding to rehabilitate and renovate the Elora Community Centre. As Council is aware, staff had previously allocated approximately \$1.35M in funding in the Capital Budget to replace the ice pad, boards, glass, and some components of the ice making refrigeration system as this infrastructure was beyond the end of life.

The October 2019 staff report included an outline for the scope of the ECC renovation project and included a preliminary cost estimate which was developed by an Architect who was assisting the Township with the early ECC renovations concept.

The Scope of work included the following:

- Replace the ice pad, boards and glass system and ice making refrigeration equipment
- Update the refrigeration/mechanical room and equipment for life cycle replacement while maintaining TSSA standards and best industry practices.



- Modify the building to meet AODA standards (Accessibility for Ontarians with Disabilities Act), including providing accessible dressing rooms, an accessible area for viewing the ice surface, accessible washrooms, entrances, and doors
- Provide new recreational multi-purpose program spaces, rooms for seniors, youth, pre-school and family recreation and leisure programming
- Expand the size of the ceiling height of the ECC hall to permit activities such as sports, fitness, and wellness activities, as well as continue to be used as a community hall
- Modernize and replace aging infrastructure
- Install a generator so that the building can be used as an emergency shelter during a power outage.
- Install solar panels to reduce hydro costs and reduce Green House Gas emissions (GHG) from the facility
- Repave and improve parking lot

Upon receiving approval of the ICIP Grant staff has been working on the next steps towards the renovations at the Elora Community Centre. One of the first steps undertaken by staff was the hiring of RDHA Architects (see attached staff report CS2001-48 September 27, 2021) to assist staff with the development of design drawings and tender to issue for construction. Given the significant delays in grant funding approval, escalating labour and material costs, weakness of the Canadian dollar, and supply chain delays due to COVID-19, staff and RDHA undertook a full review of the ECC project scope of work, and the projected costs estimate to complete the work. The revised estimate for the intended scope of work was nearly double in price at \$9.8m.

Staff reached out to the upper levels of government regarding the new cost estimate, and they advised staff that any increase to the project costs would have to be borne by the Township. The upper levels of government funding levels for the project would not change.

Based on the response from the upper levels of government staff and RDHA have been working through a preliminary design exercise to complete the best dollar value and address highest priorities of the proposed scope of work at the ECC within the \$4,977,396.80 project funding.

Staff have also reached out to other municipalities who received grant funding through the same ICIP Grant to review if they are having similar project scope challenges, delays, and costing issues. Many have responded they are seeing the same substantial increases in costs for their project, given the delayed grant funding approvals and increasing costs for material and labour due to COVID-19. They also noted they are seeing this price increase for their other non-ICIP projects as well. Some of the projects awarded in other municipalities are significantly smaller in scale (trails, park shelters, etc.) so the increased costs are smaller and are being assumed by the municipalities. Others have similar larger renovations to existing older arenas or community halls and are having to scale back their scope of work as their municipalities are unable or unwilling to assume additional costs for the project. Some municipalities are looking to proceed with their project, somewhat

scaled back, and supporting additional funding from the municipality to complete the project,

RDHA also has confirmed with Township staff that they are seeing significant price increases to many of their projects as compared to prior to COVID. Just recently the City of Guelph lowest bid to construct the new South End Community Centre (budgeted at \$80 million) came in at \$121 million (50% increase).

Staff and RDHA have also researched what new arenas are being built at to ensure the Township is ensuring value for the renovation dollars being spent at the ECC. Examples include:

- Single pad arena with 750 seating and walking track and shared community space and outdoor soccer field cost \$13.4 million (opened 2017)
- Single pad arena dressing rooms, new gym and walking track, and fitness room added to an existing community centre cost \$13 million (opened 2020)
- Single pad arena, 200 seats, walking track, banquet hall, fitness room costs \$17.4 million (opened in 2019)

RDHA and staff have been diligently working to revise the project scope of work that could be completed within the project budget, however this has become very challenging with today's construction costs. To date, proposed items deleted from the revised scope of work include the following;

- Expand the size of the ceiling height of the ECC hall to permit activities such as sports, fitness, and wellness activities, as well as continue to be used as a community hall. Construction of new multipurpose space for recreation.
  - *Note: COVID has demonstrated that recreation programs can be offered at the ECC that are appropriate within the limitations of the space.*
- Paving of the parking lot will not be part of the scope of work
  - *Note: This item will be included in a future budget as part of the Township paving tender.*
- Install solar panels to reduce hydro costs and reduce Green House Gas emissions (GHG) from the facility
  - *Note - new electrical car plug in stations will be included in the parking lot*

The original plan was to move the mechanical refrigeration room and the Ice Resurfacing equipment room to the rear of the building, however with further consultation this is not necessary. (Concept of twinning without moving)

RDHA has developed a revised concept plan and budget for the ECC which includes some visuals of how some of the spaces will look when renovated. This will be presented at the meeting, and the images are attached to this report.

To stay within the budget, it became apparent to staff and the consultants that the renovation would need to stay within the current footprint of the facility. The hope was to expand and build more arena changerooms, but this has been adapted through re-design

to meet the needs of the facility renovation project without expanding the building footprint. It may not be ideal; however, it is the only solution given the project budget. Staff are confident that the revised concept plan is the best option given all the options considered.

A Class “C” cost estimate, based on a revised scope of work, has been prepared by A.W. Hooker Quantity Surveyors, which is still projecting costing above the approved project budget. At a Class “C” cost estimate level there are still significant contingency costs included in the estimate. These include contingencies for further design development and pricing, escalation contingency for 2023 pricing, and a construction contingency. Together these contingencies total \$1,300,000 of the estimated cost noted below. The contingencies are refined and typically go lower as the project flows through the detail development phases and re-costing of the design.

Currently the projected construction cost estimate, including design, construction, and 2023 price increase contingencies sits at the following:

**Class C Construction Cost Estimate**

<b>Arena Replacement</b> (Floor, boards, glass, and mechanical system)	2,429,528
<b>Changerooms Renovations</b> (Accessibility, upgrades, etc.)	1,276,219
<b>Lobby Renovations</b> (Accessibility, upgrades, etc.)	2,158,098
<b>Total Class C Construction Cost Estimate</b>	<b>5,863,846</b>

The ECC project has been separated into three specific renovation spaces however most interconnect with one another given underground infrastructure, health and safety issues, and accessibility requirements.

Given the current cost estimates, staff and RDHA have been reviewing and refining options on how to proceed with a construction project at the ECC. As noted, the three areas of renovations have impacts on one another and are difficult to construct individually. Health and safety matters regarding the arena floor and mechanical system are a high priority due to the risk of a brine leak. Accessibility requirements are Provincially regulated to be in place before 2025 and much of the ECC aging infrastructure needs replacement.

To address the projected increased cost estimate, the tender documents will also provide the Township with some flexibility by including optional costs for components of the project which may be added or deleted from the project construction.

Of specific note is the construction cost estimate to replace the arena floor and mechanical system at \$2,429,528. The original proposed capital budget (prior to COVID-

19) for the arena floor and mechanical system was under \$1.4 million. This estimate was based on similar arena replacements in southern Ontario prior to COVID-19. This increased cost is a major impact on the overall project budget and would have to be funded by the Township if the expanded project wasn't approved through the ICIP program.

The intent for applying for the ICIP grant was to increase the project funding to also complete the other renovations required at the ECC at the same time thereby making significant improvements to the ECC with one construction closure. This project already creates challenges for current user groups while the building is out of use. Doing the renovations at different times would significantly impact user groups, increase construction costs, and impact revenue for the Township.

Based on all the above information RDHA and staff are providing the following options for consideration by Council:

**Option 1 – Do Nothing**

- Cancel the entire project and advise the upper levels of government that the Township will not be participating in the ICIP grant funding program.
- Staff to allocate funding in future capital budgets to undertake the three areas of the project based on the revised cost estimates.

Pros	Cons
No financial impact to the Township in 2022.	Risk of arena brine leak and an emergency project to replace
	Unplanned shut down of arena, and probably entire facility, thereby impacting user groups, renters, and individuals
	Short time frame to meet accessibility regulations by 2025
	Health & safety risks to users and/or staff
	Aging infrastructure no longer operates safely, and certain operations closed until equipment is replaced
	Elimination of \$3,664,591.07 in upper-level government grant funding

**Option#2 – Proceed with Revised Scope of Work (as presented in this report), subject to Tender award**

- Follow proposed Project timeframe noted in this report.
- Review additional sources of funding for project to proceed in 2023.
- Project final approval and award in December 2022, subject to Tender award, by new Council

Pros	Cons
ECC has three of the four critical areas completed to meet aging infrastructure needs, address health and safety requirements, and address accessibility regulations prior to 2025	Additional Township funding likely required.
One closure for all this proposed work thereby less impact to user groups with ongoing closures and operations of their services and shortens the time frame for construction thereby best managing reduced revenues during construction	
Takes advantage of \$3,664,591.07 upper-level government funding support for the project.	

**Option #3 – Proceed with Arena Floor replacement only in 2023**

- Complete design/tender documents and tender in fall 2022
- Advise the upper levels of government that the Township is significantly reducing the scope of work for this project, most likely resulting in not participating in the ICIP grant funding program.
- Construction March to December 2023.

Pros	Cons
Ensures arena floor operations is safe for users and staff.	Significant scope of work not completed as per ICIP grant thereby Township likely required to return upper levels of government funding.
	Arena floor replacement still estimated at \$2.4 million plus share of soft costs.
	Township still required to top up funding allocation for 2023 from own sources of funding.
	Accessibility and other aging infrastructure equipment needs are not met, and future operational issues will arise.
	Future closures to address accessibility issues in a future construction project. Greater impact to users. Increased costs to perform construction work in separate contracts (mobilization and demobilization costs).

In closing, the ECC is over 40 years old and is well beyond its expected life. The Township has an opportunity to use significant funding from the upper-levels of government to assist in making three out of the four major areas of the community centre substantially improved while addressing health and safety issues, accessibility issues, and aging infrastructure upgrades.

Staff are recommending Option #2 - To proceed to design development and tendering. Once the final tender bids are submitted, they will be reviewed and RDHA and staff will be reporting to the new 2022-2026 Council in December 2022 for project approval and allocation of any additional funding requirements.

#### Proposed Project Timelines

- April 2022
  - Council approval to move forward with Tending the project with a revised scope of work.
- May/July 2022
  - Design development, Cost review. Staff consider additional sources of project funding.
- July/November 2022
  - Tender & Procurement, including General Contractor Prequalification.
- December 2022
  - Approval of Award of Tender by new Council.
- January/March 2023
  - Contractor mobilization & material ordering.
- April/December 2023
  - Construction.

#### **Corporate Strategic Plan:**

##### Good Financial Management

- Maximize source of non-tax revenue

##### Active and Caring Community

- Expand indoor recreation facilities to meet the needs of a growing population

#### **Financial Implications:**

Class C Construction Costing	5,863,846
RDH Fees & Disbursement	454,000
Soft Costs	174,381
Non-Rebate HST	112,503
<b>Total</b>	<b>6,604,730</b>
Project Budget	4,997,397
<b>Difference</b>	<b>1,607,333</b>

During the coming months staff and RDHA will be working to lower the estimated project costs through further design development and costing reviews. However, it is anticipated the project will need some additional financial assistance to complete the overall project. Staff will also be analyzing the following areas for additional funding to support the ECC project moving forward with the above noted scope of work.

- 2023 Parks & Recreation proposed capital projects: defer projects or review other sources of funding for specific proposed projects.
- Facility & Equipment life cycle projects for the ECC in 2023:
  - Currently there is approximately \$110,000 allocated for various life cycle replacements projects at the ECC in 2023.

- Township Capital Reserves
- Township COVID-19 Reserves
- Year-end Surplus
- Potential sponsorship/donation opportunities – Staff are to further investigate

**Consultation:**

Staff and RDHA gave the same report and presentation to the Community Services Advisory Committee on April 6th and after some very good discussion the Committee approved the following resolution;

“THAT CSAC recommend Council proceed with Option #2 - proceed to design development and tendering. Once the final tender bids are submitted, they will be reviewed by RDHA, and staff will report to the Council for project approval and allocation of any additional funding requirements.”

On April 7th, Staff and RDHA made a similar presentation to user groups of the ECC and the attendees endorsed Option #2.

RDHA Architects (Prime Consultant)

Project Team

Matt Tucker, Manager of Parks and Facilities Operations

Pat Newson, Managing Director of Community Services

Kasey Beirnes, Supervisor of Facilities

Gerald Benham, Elora Community Centre Lead Hand

Stephanie Rogers, Parks and Recreation Payroll and Accounting Clerk

Attachments:

- [ECC Presentation Slides](#)
- [COR2021-48 - Pdf](#)
- [CS2019-14 - Pdf](#)

**Approved By:**

Pat Newson, Managing Director of Community Services, Managing Director of Community Services

Dan Wilson, Chief Administrative Officer



# Elora Community Centre Renovations ICIP: Community, Culture & Recreation Stream Update



Presentation to Council  
April 19th, 2022

# Background



- October 2019 Council approved application for ECC Renovations to the ICIP: Community, Culture and Recreation Stream grant for approximately \$5m
- Township received approval March 2021 (17 months delay) for \$4,997,396.80 – CW share \$1,332,805 approved in 2020 capital budget.
- Original timetable for construction early 2020 with completion end of 2020.
- COVID pandemic hit March 2020 causing numerous delays in project including award of grant and construction.

# Parks, Recreation & Culture Masterplan (2018)



- Recommendation #4 – Undertake assessment for ECC to address life cycle issues (arena & roof) and accessibility
- No need for 4<sup>th</sup> arena based on current utilization rates – review in 5 years
- PRC Consultants noted
  - “ECC in advanced lifecycle state having been in operations for over 40 years
  - “Township has maintained the facility to a high standard”

# Original Scope of Work

- Replace ice pad, board, glass and mechanical system
- Update refrigeration/mechanical room
- Modify building to meet AODA standards
  - (regulation to be completed by 2025)
- Provide new recreational space
- Expand community hall ceiling height
- Modernize and replace aging infrastructure
- Install emergency generator and solar panels
- Repave parking lot



# Today's Reality



- Increased project costs due to 3-year delay in project
  - ICIP Grant funding delay (17 months)
  - COVID challenges & COVID pricing increases – materials and labor
  - Supply chain delays
  - Weak Canadian \$
- Hired RDHA to assist in project development & construction
- Original Scope of work for construction re-estimated to cost \$9.8m
- Upper-levels of government will not increase their funding levels

# Comparable Projects



- Other municipalities also experiencing similar challenges.
- New single pad arenas with other ancillary spaces ranging from \$13M to 17.4M and most prior to COVID

# So Now What?



- RDHA/Staff diligently working on revisions to scope of work to deal with project costing
- Reduce scope of work
  - No work to community hall ceiling
  - Delay parking lot re-paving
  - No installation of solar panels
  - Keep mechanical room in original location with some minor changes
  - All improvements within existing building footprint
- Revised Class C cost estimate by A.W. Hooker Quantity Surveyors

# Revised Cost Estimate



- Still significant contingency costs included in cost estimate - \$1.3M which will be refined during design & tendering phases
  - Design development & pricing
  - Escalation of pricing for 2023
  - Construction contingency
- RDHA/A.W. Hooker/Staff are further refining renovation requirements & cost estimates
- Project will include Request For Qualifications of contractors
- Tender will include flexibility of optional components for the project which may be added or deleted from the project construction







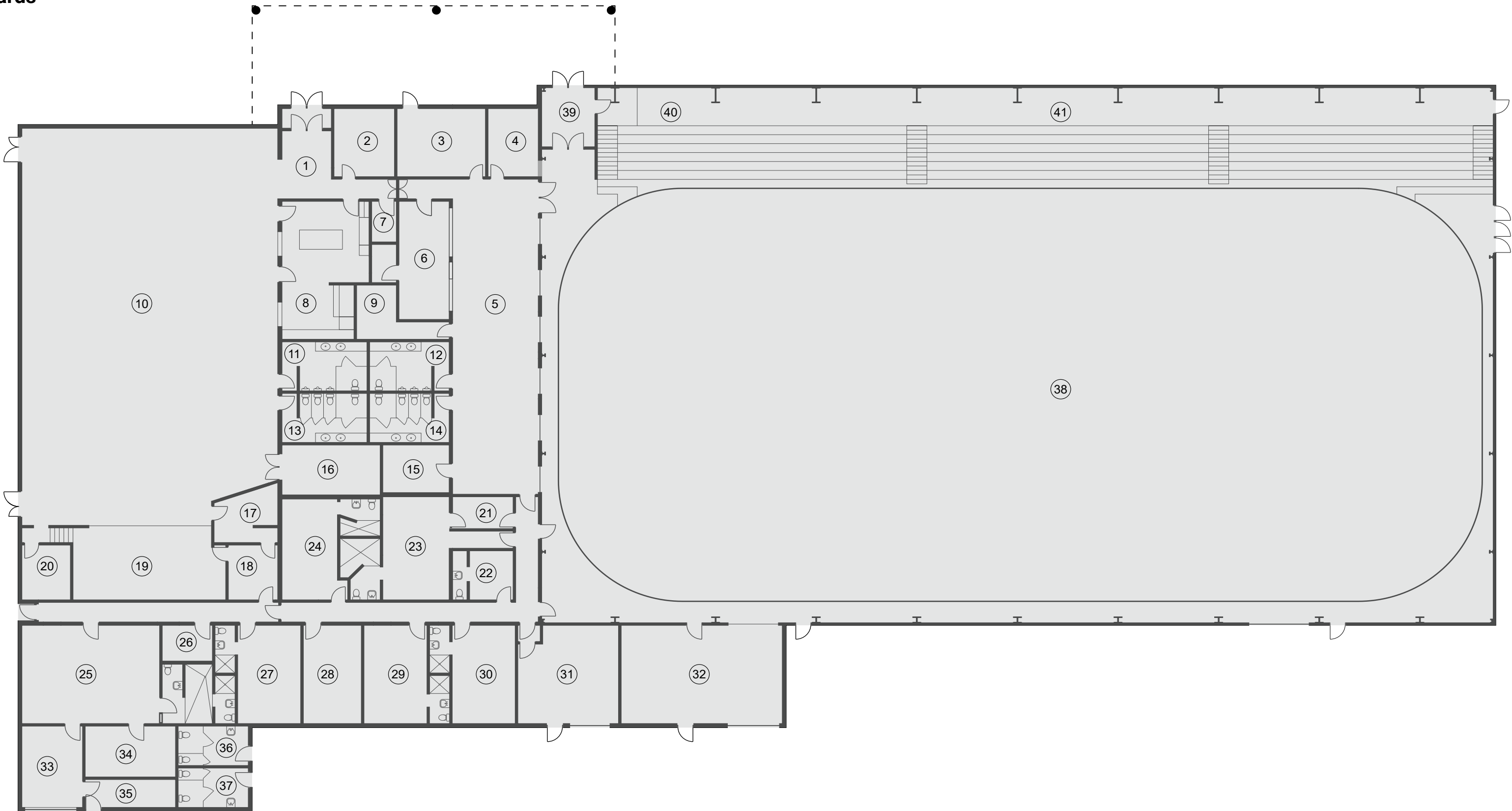
## Elora Community Centre

- Failing refrigeration system
- Not compliant to barrier-free standards
- Small change rooms
- Crowded lobby during peak hours
- Ambiguous main facility entrance



Existing Condition

- Failing refrigeration system
- Not compliant to barrier-free standards
- Small change rooms
- Crowded lobby during peak hours
- Ambiguous main entrance

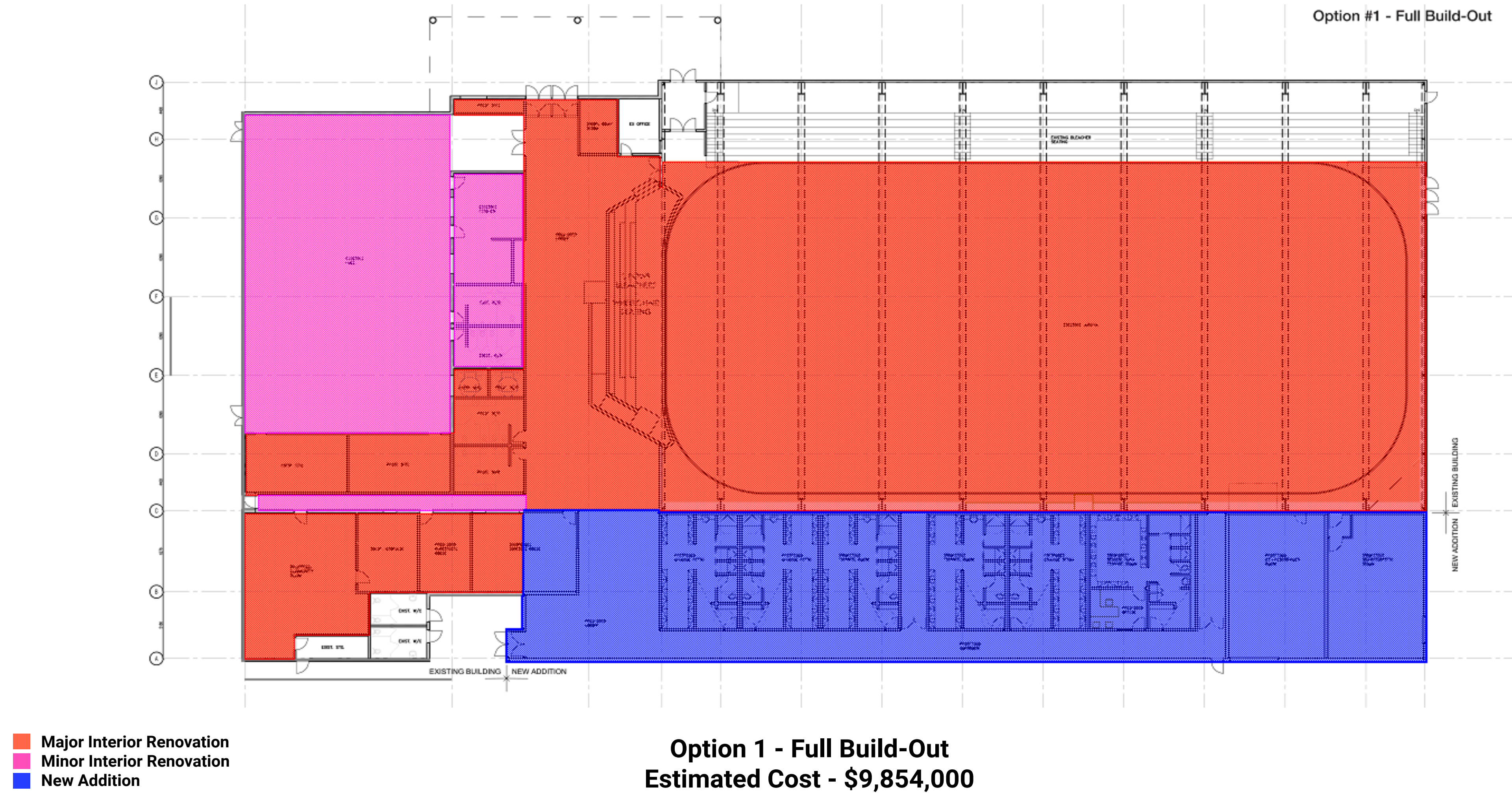


LEGEND

- |                     |                              |                     |                                |                               |                      |
|---------------------|------------------------------|---------------------|--------------------------------|-------------------------------|----------------------|
| 1. Hall Lobby       | 9. Janitor Room              | 17. Hall Concession | 25. Change Room 6              | 33. Kitchen/Office            | 41. Bleacher Seating |
| 2. Cloak Room       | 10. Multi-purpose Hall       | 18. Storage         | 26. Storage                    | 34. Storage                   |                      |
| 3. Boardroom        | 11. Men's Washroom (Hall)    | 19. Stage           | 27. Change Room 5              | 35. Storage                   |                      |
| 4. Office           | 12. Women's Washroom (Hall)  | 20. Storage         | 28. Storage                    | 36. Exterior Men's Washroom   |                      |
| 5. Lobby            | 13. Men's Washroom (Arena)   | 21. First Aid Room  | 29. Change Room 3              | 37. Exterior Women's Washroom |                      |
| 6. Arena Concession | 14. Women's Washroom (Arena) | 22. Referee Room    | 30. Change Room 2              | 38. Arena and Ice Pad         |                      |
| 7. I.T. Room        | 15. Supply Storage           | 23. Change Room 1   | 31. Mechanical/Electrical Room | 39. Existing Vestibule        |                      |
| 8. Kitchen          | 16. Chair Storage            | 24. Change Room 4   | 32. Ice-resurfacer Room        | 40. Storage Below Seating     |                      |

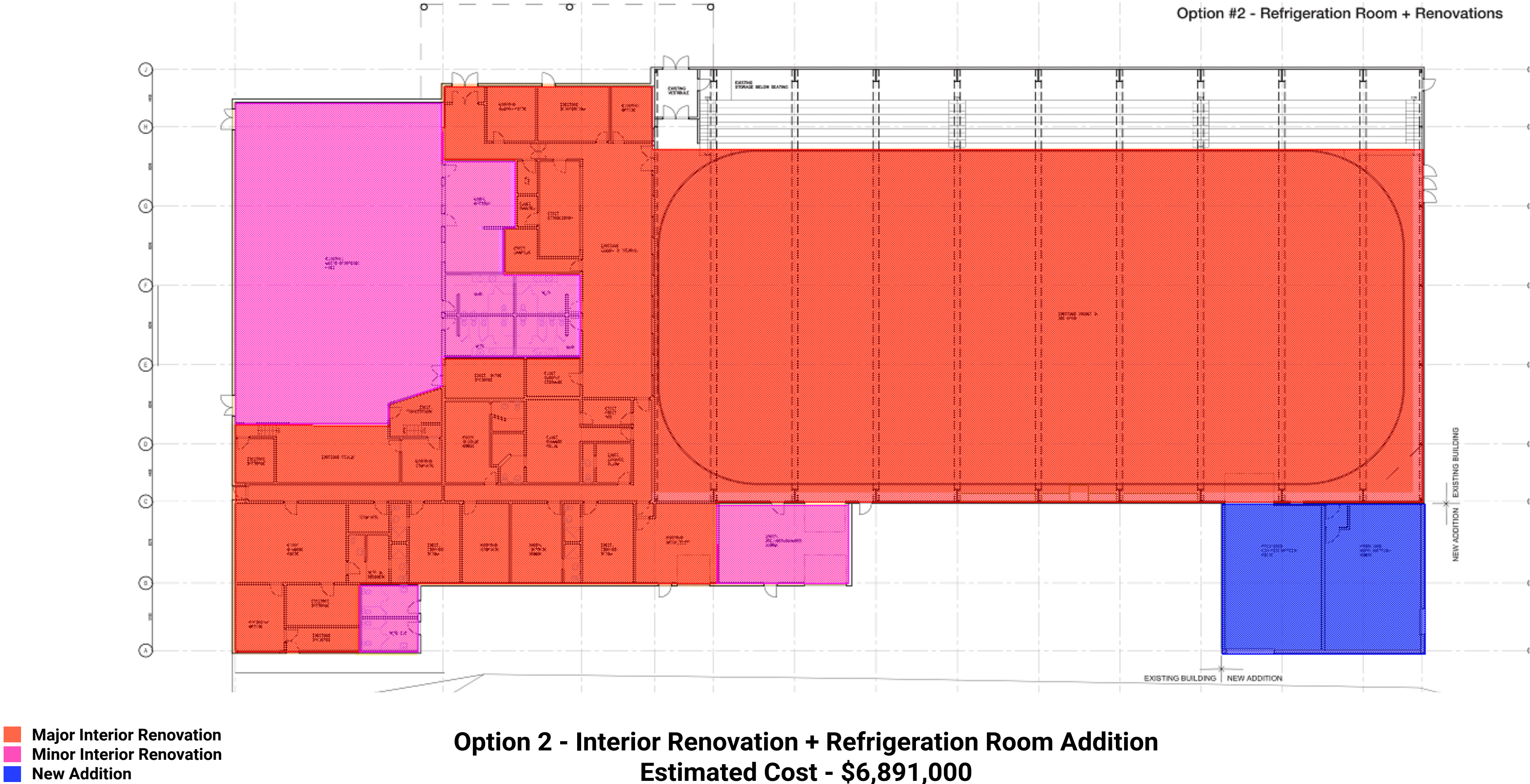


### Class D - Order of Magnitude Cost Estimate



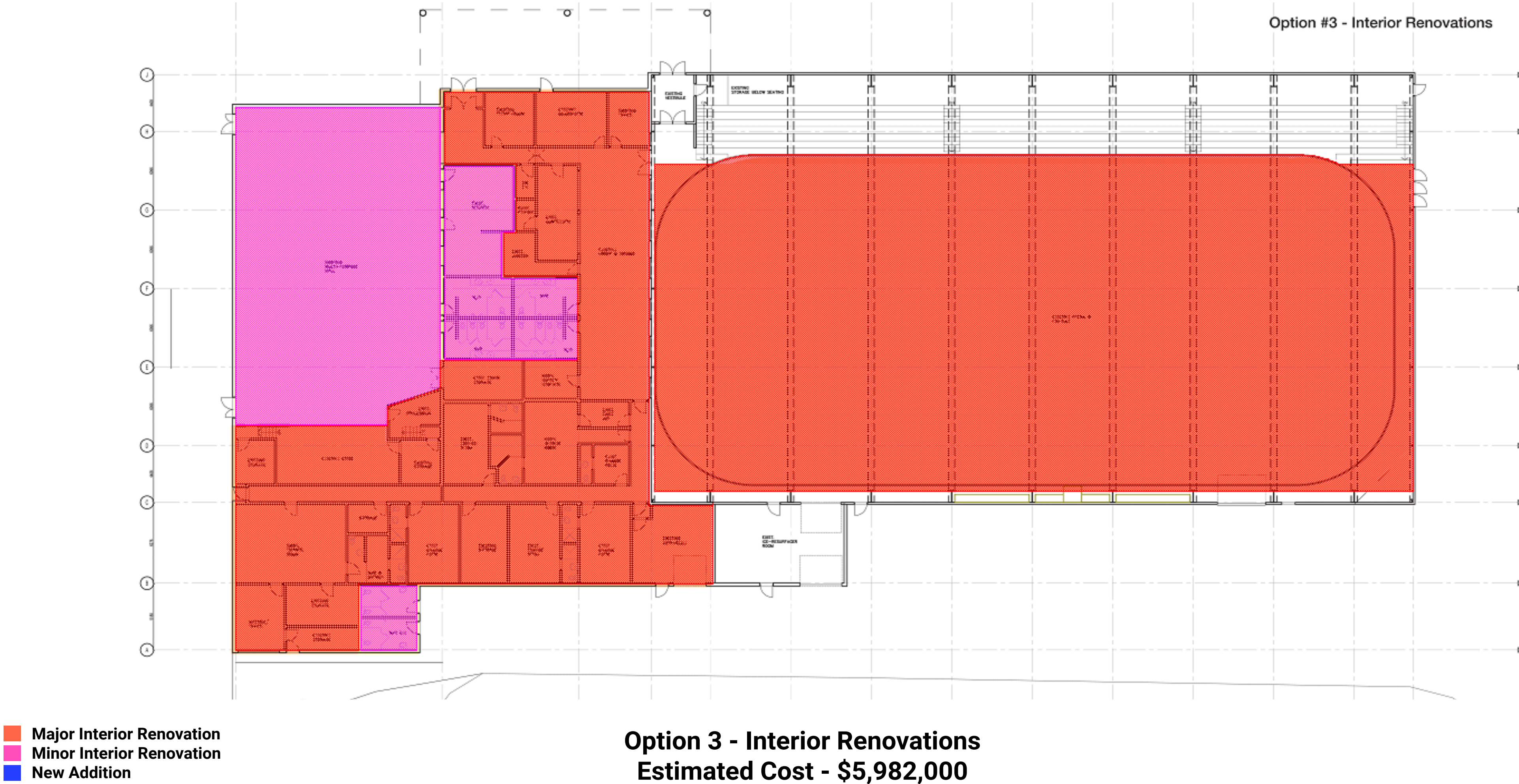


Class D - Order of Magnitude Cost Estimate





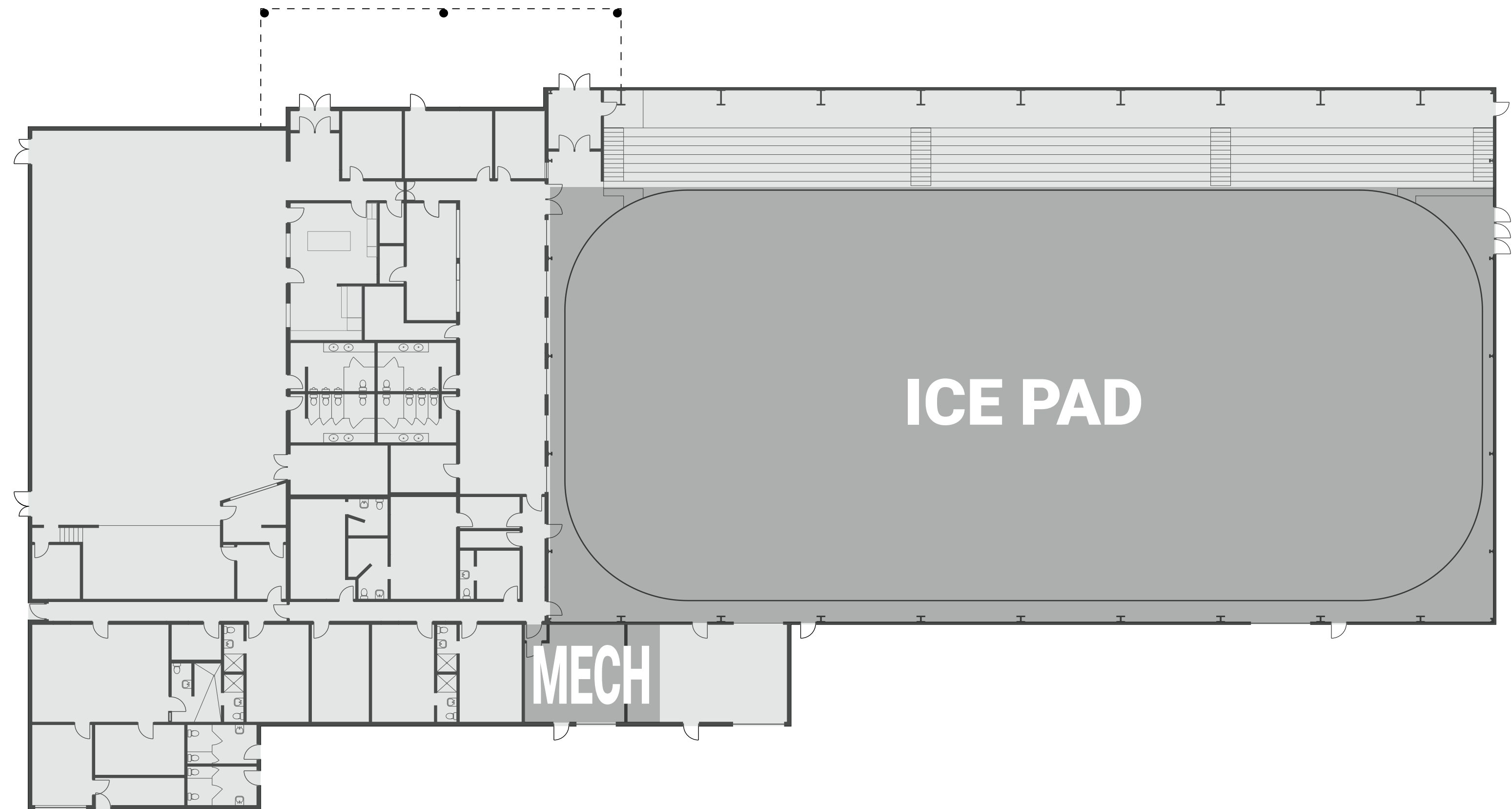
Class D - Order of Magnitude Cost Estimate





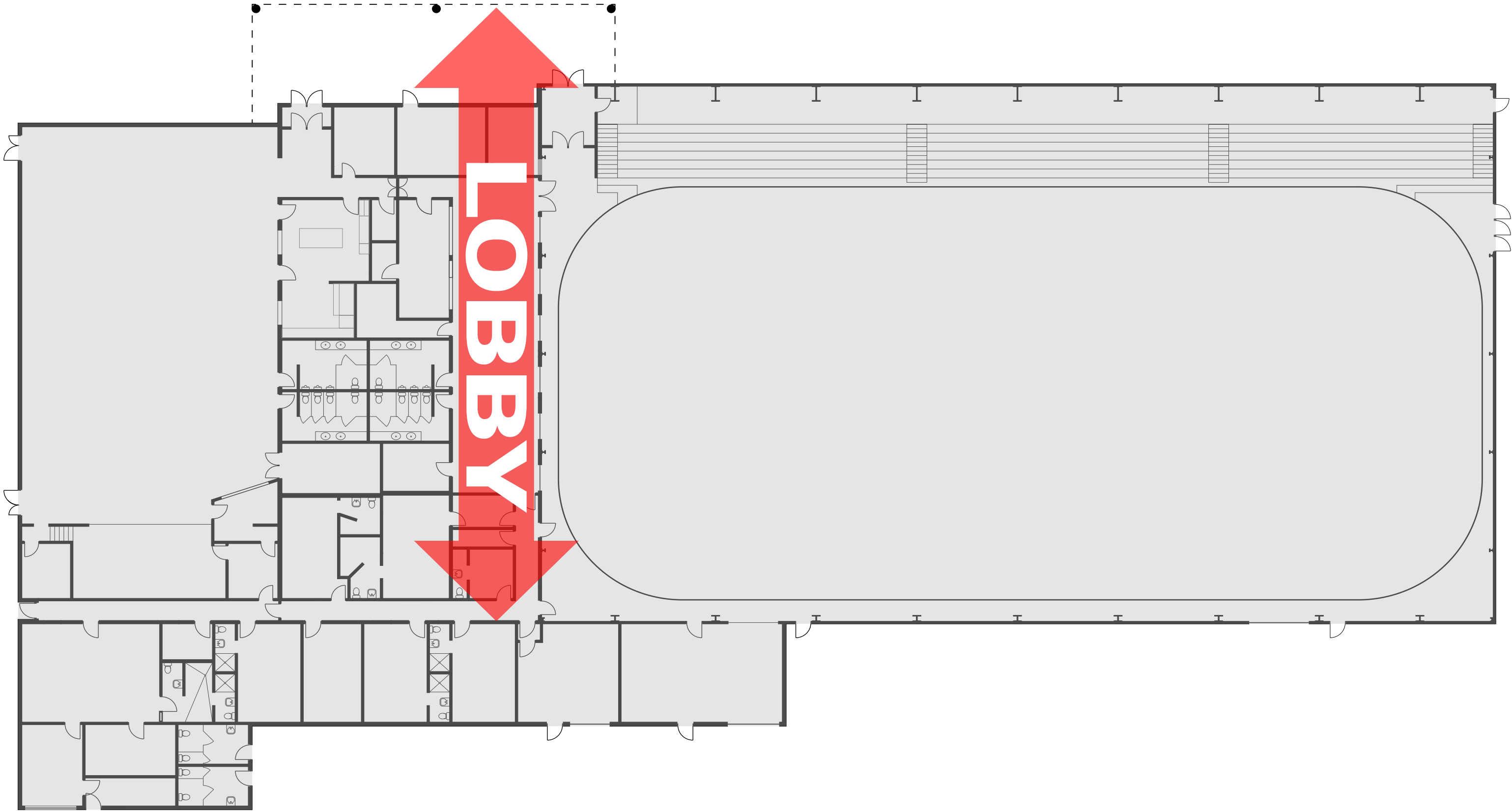
**Option 3 - Schematic Design  
Interior Renovations**

Replace Refrigeration System & Ice Pad

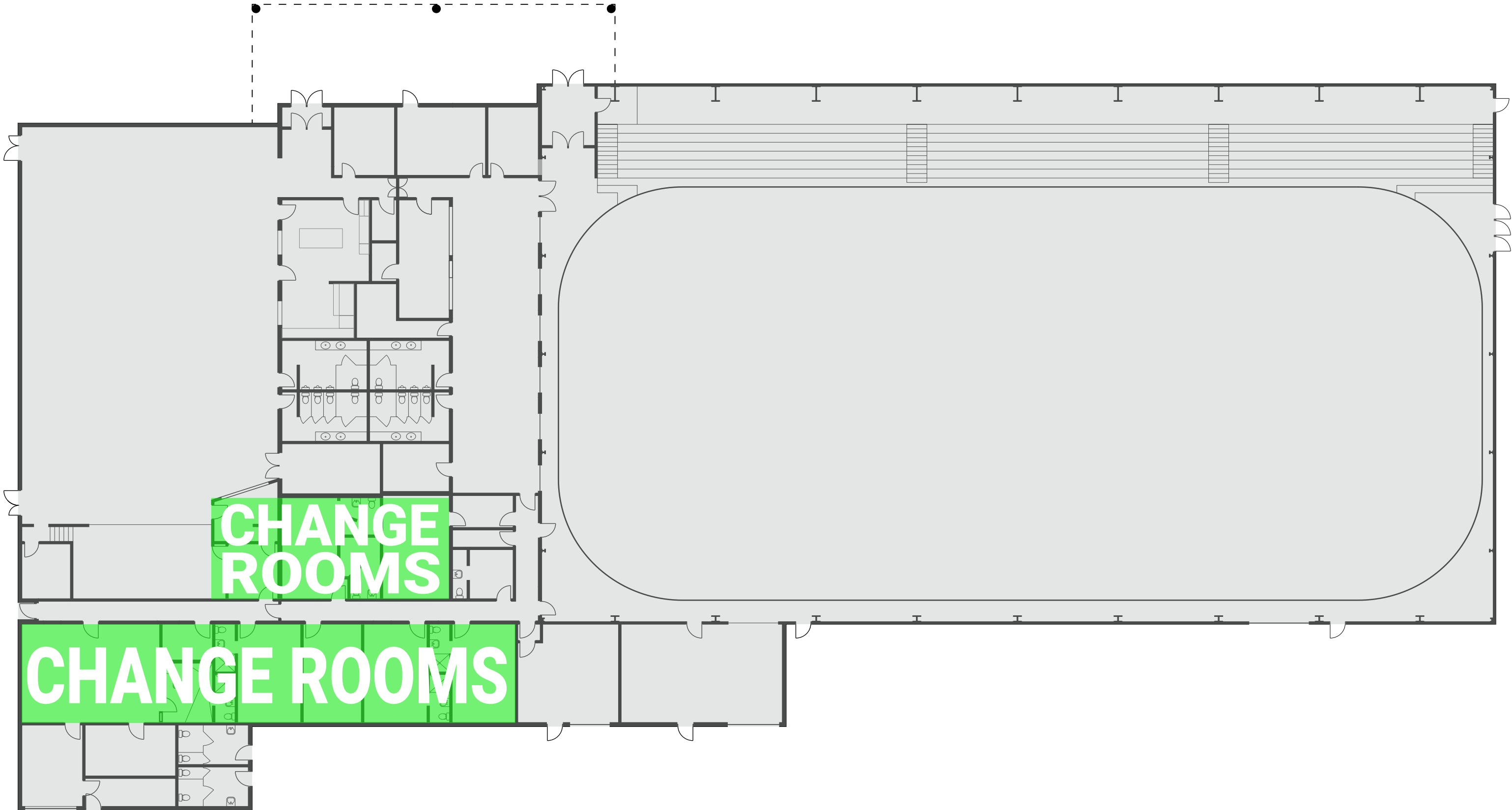




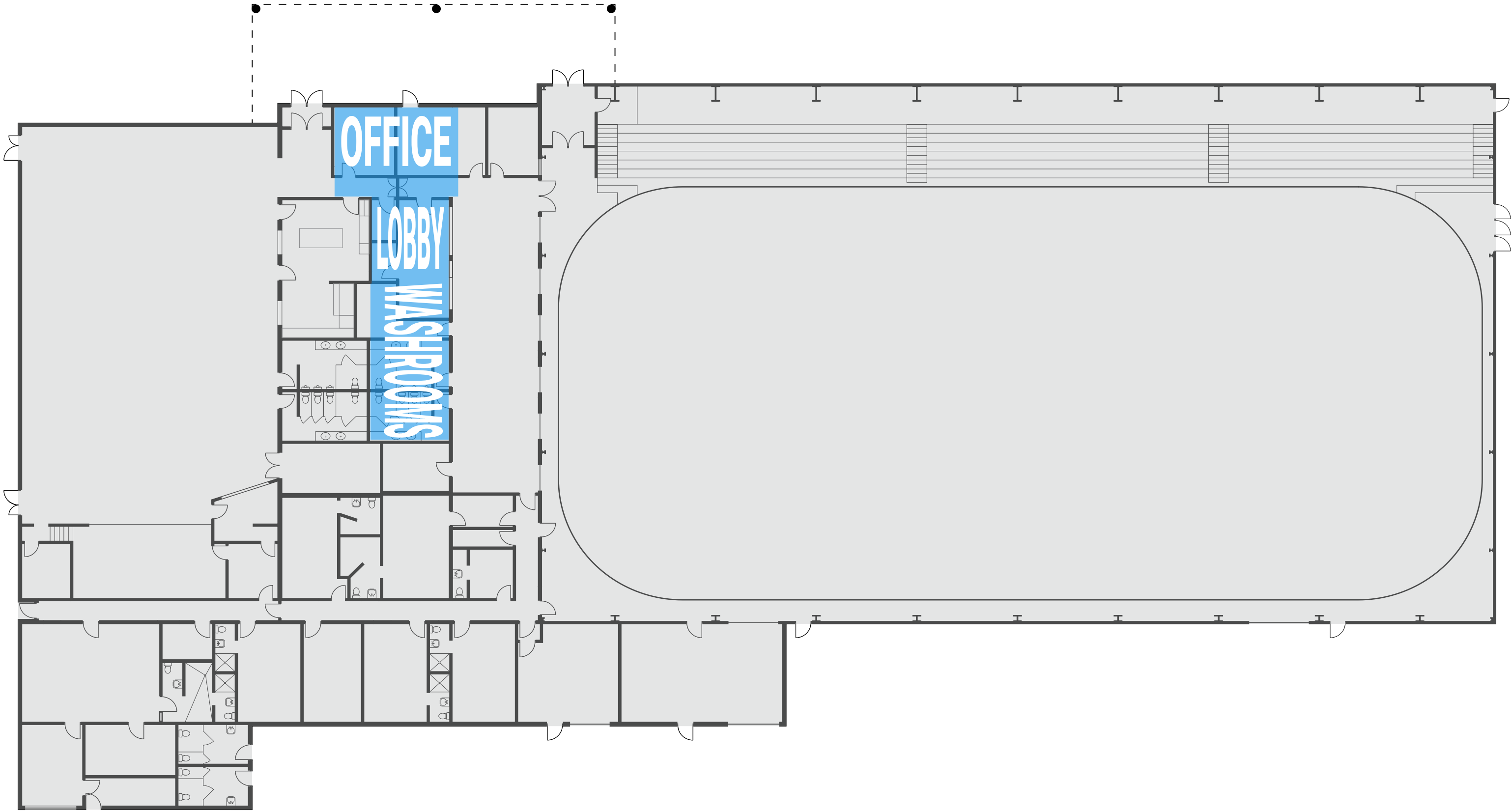
Expand Lobby



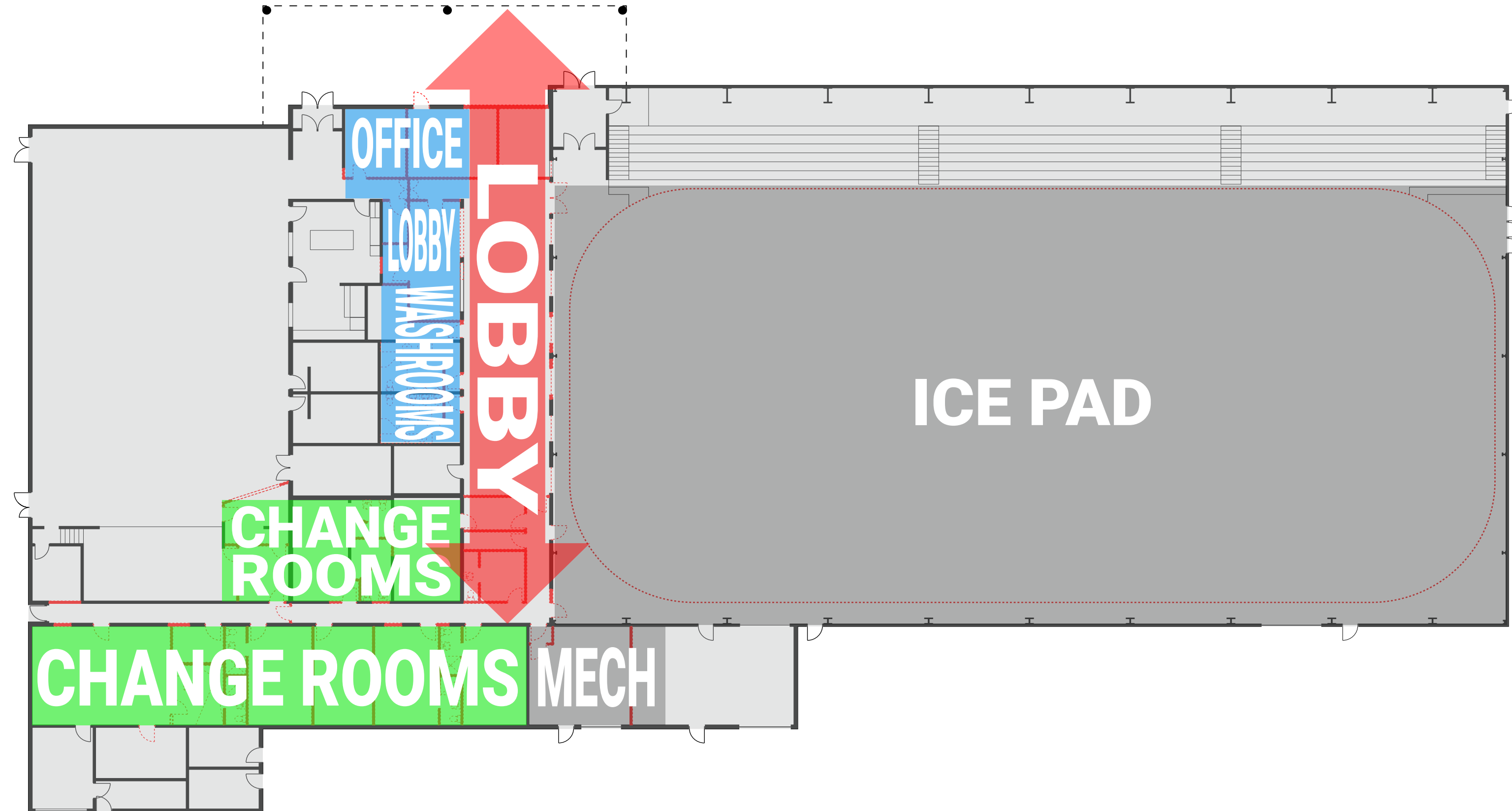
Consolidate Change Rooms



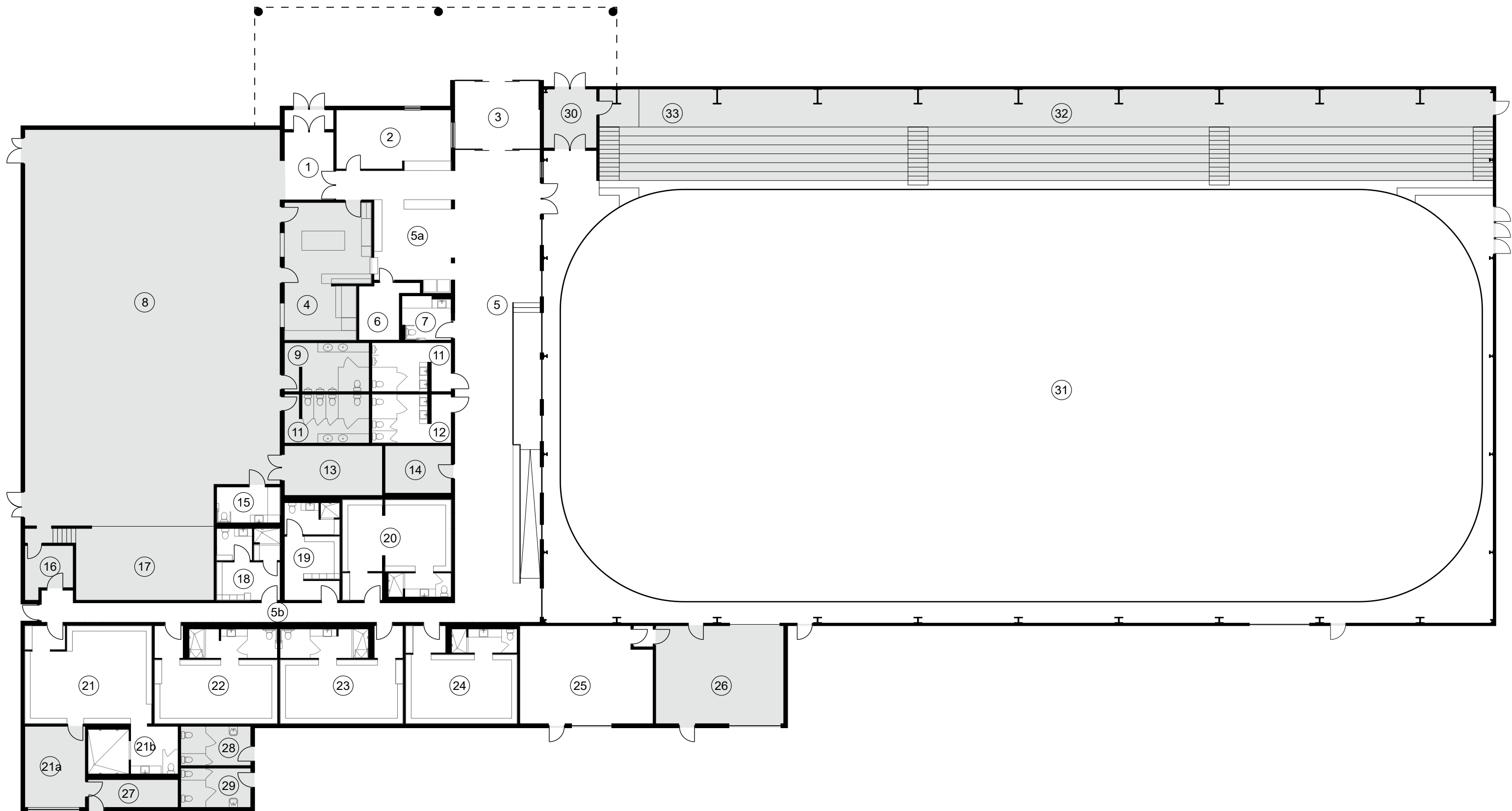
Reorganise Service Spaces



## All Changes



Proposed Design



- Major renovation
- Minor renovation

LEGEND

1. Hall Lobby

2. New Office

3. New Vestibule

4. Kitchen

5. Lobby & New Viewing Platform

5a. Concessions Area

5b. Corridor

6. Janitor Room
7. New Universal Washroom

8. Multi-purpose Hall

9. Men's Washroom (Hall)

10. Women's Washroom (Hall)

11. New Men's Washroom (Arena)

12. New Women's Washroom (Arena)

13. Supply Storage

14. Chair Storage
15. New Universal Washroom

16. Storage

17. Stage

18. New Gender-neutral Change Room

19. New Gender-neutral Referee Room

20. New Change Room

21. New Change Room

21a. Kitchen/Office
- 21b. New Washroom and Showers

22. New Barrier-free Change Room

23. New Barrier-free Change Room

24. New Change Room

25. Mechanical/Electrical Room

26. Ice-resurfacer Room

27. Storage

28. Exterior Men's Washroom
29. Exterior Women's Washroom

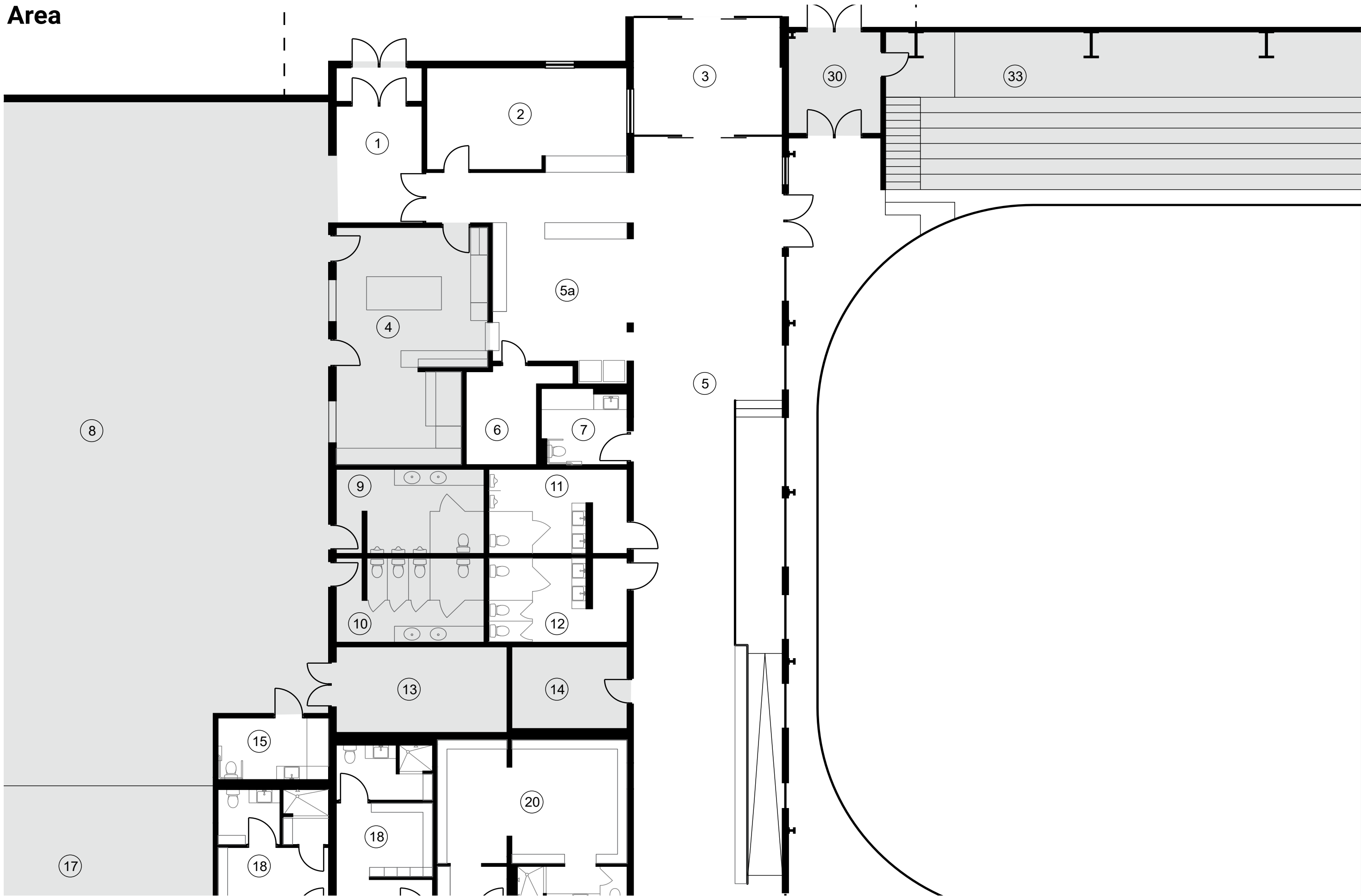
30. Existing Vestibule

31. Arena and Ice Pad

32. Bleachers and Seating

33. Storage Below Seating

New Lobby and Concession Area



LEGEND

- Major renovation
- Minor renovation

- |                                 |                                  |                                     |                                  |                               |
|---------------------------------|----------------------------------|-------------------------------------|----------------------------------|-------------------------------|
| 1. Hall Lobby                   | 7. New Universal Washroom        | 15. New Universal Washroom          | 21b. New Washroom and Showers    | 29. Exterior Women's Washroom |
| 2. New Office                   | 8. Multi-purpose Hall            | 16. Storage                         | 22. New Barrier-free Change Room | 30. Existing Vestibule        |
| 3. New Vestibule                | 9. Men's Washroom (Hall)         | 17. Stage                           | 23. New Barrier-free Change Room | 31. Arena and Ice Pad         |
| 4. Kitchen                      | 10. Women's Washroom (Hall)      | 18. New Gender-neutral Change Room  | 24. New Change Room              | 32. Bleachers and Seating     |
| 5. Lobby & New Viewing Platform | 11. New Men's Washroom (Arena)   | 19. New Gender-neutral Referee Room | 25. Mechanical/Electrical Room   | 33. Storage Below Seating     |
| 5a. Concessions Area            | 12. New Women's Washroom (Arena) | 20. New Change Room                 | 26. Ice-resurfacers Room         |                               |
| 5b. Corridor                    | 13. Supply Storage               | 21. New Change Room                 | 27. Storage                      |                               |
| 6. Janitor Room                 | 14. Chair Storage                | 21a. Kitchen/Office                 | 28. Exterior Men's Washroom      |                               |



## New Main Entrance





## New Lobby





## New Concession Area





New Change Rooms



LEGEND

- Major renovation
- Minor renovation

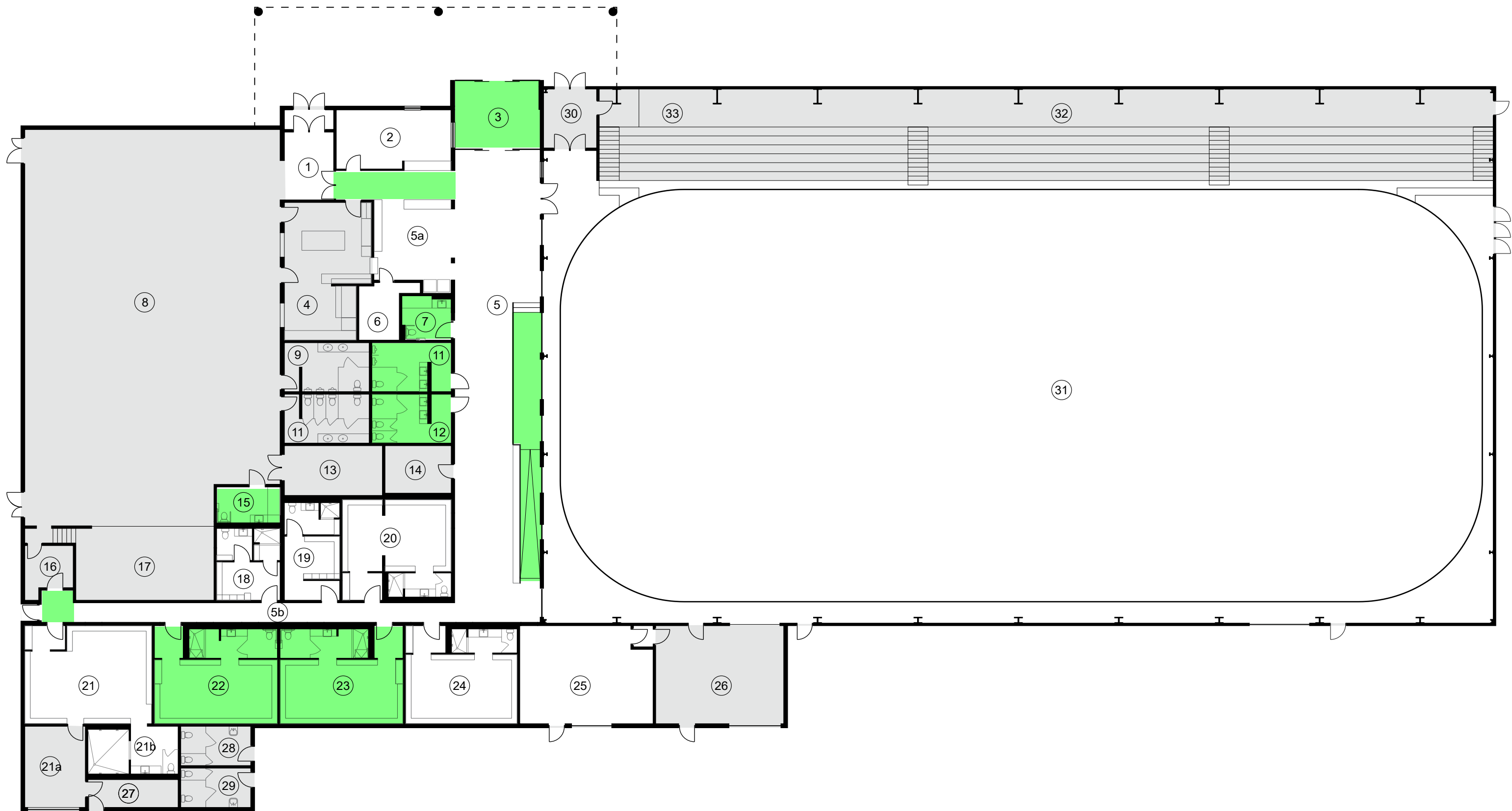
- 1. Hall Lobby
- 2. New Office
- 3. New Vestibule
- 4. Kitchen
- 5. Lobby & New Viewing Platform
- 5a. Concessions Area
- 5b. Corridor
- 6. Janitor Room
- 7. New Universal Washroom
- 8. Multi-purpose Hall
- 9. Men's Washroom (Hall)
- 10. Women's Washroom (Hall)
- 11. New Men's Washroom (Arena)
- 12. New Women's Washroom (Arena)
- 13. Supply Storage
- 14. Chair Storage
- 15. New Universal Washroom
- 16. Storage
- 17. Stage
- 18. New Gender-neutral Change Room
- 19. New Gender-neutral Referee Room
- 20. New Change Room
- 21. New Change Room
- 21a. Kitchen/Office
- 21b. New Washroom and Showers
- 22. New Barrier-free Change Room
- 23. New Barrier-free Change Room
- 24. New Change Room
- 25. Mechanical/Electrical Room
- 26. Ice-resurfacer Room
- 27. Storage
- 28. Exterior Men's Washroom
- 29. Exterior Women's Washroom
- 30. Existing Vestibule
- 31. Arena and Ice Pad
- 32. Bleachers and Seating
- 33. Storage Below Seating

## New Change Rooms



# Accessibility

## New barrier-free spaces



LEGEND

- Major renovation
- Minor renovation
- New Accessible Spaces

1. Hall Lobby

2. New Office

3. New Vestibule

4. Kitchen

5. Lobby & New Viewing Platform

5a. Concessions Area

5b. Corridor

6. Janitor Room
7. New Universal Washroom

8. Multi-purpose Hall

9. Men's Washroom (Hall)

10. Women's Washroom (Hall)

11. New Men's Washroom (Arena)

12. New Women's Washroom (Arena)

13. Supply Storage

14. Chair Storage
15. New Universal Washroom

16. Storage

17. Stage

18. New Gender-neutral Change Room

19. New Gender-neutral Referee Room

20. New Change Room

21. New Change Room

21a. Kitchen/Office
- 21b. New Washroom and Showers

22. New Barrier-free Change Room

23. New Barrier-free Change Room

24. New Change Room

25. Mechanical/Electrical Room

26. Ice-resurfacer Room

27. Storage

28. Exterior Men's Washroom
29. Exterior Women's Washroom

30. Existing Vestibule

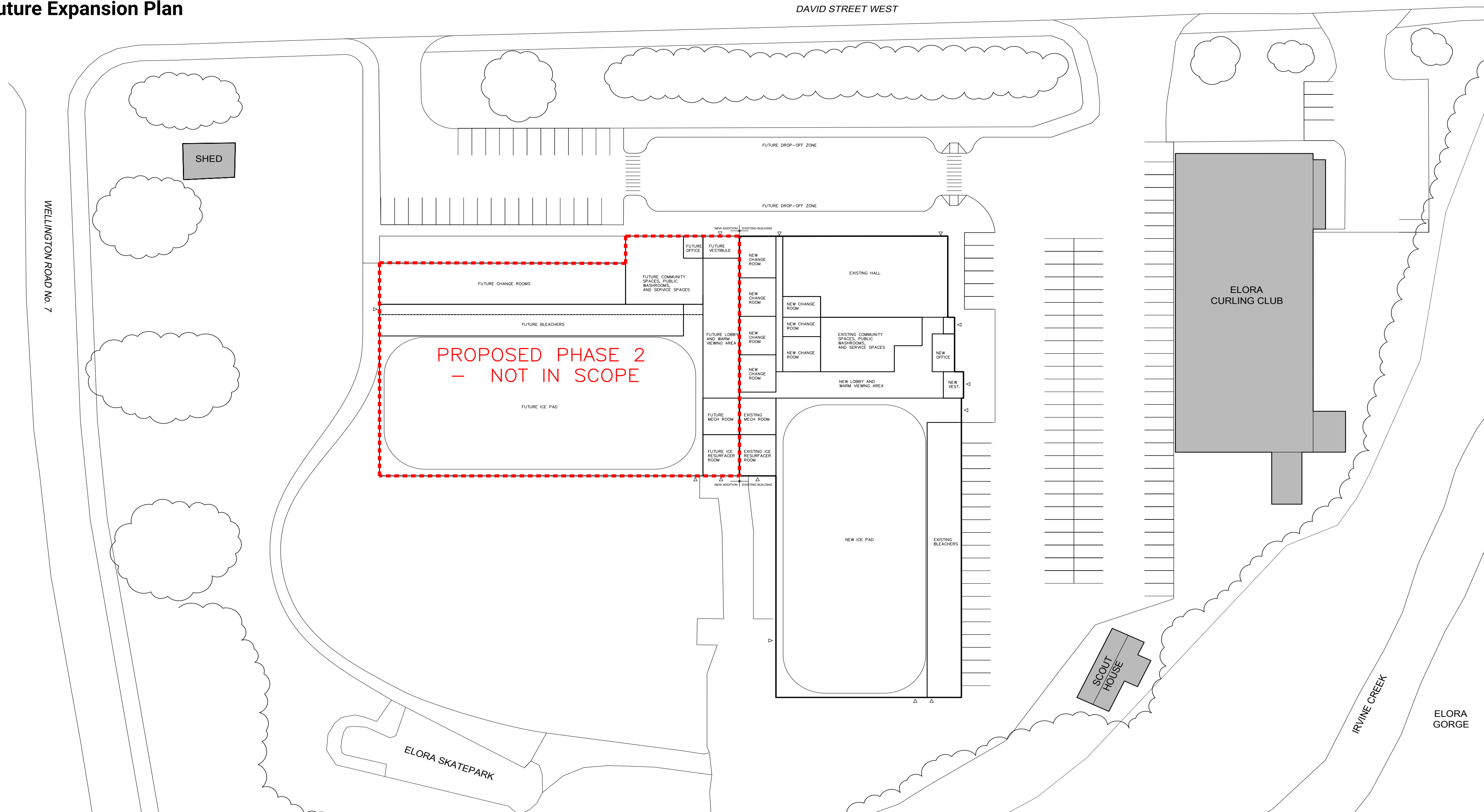
31. Arena and Ice Pad

32. Bleachers and Seating

33. Storage Below Seating



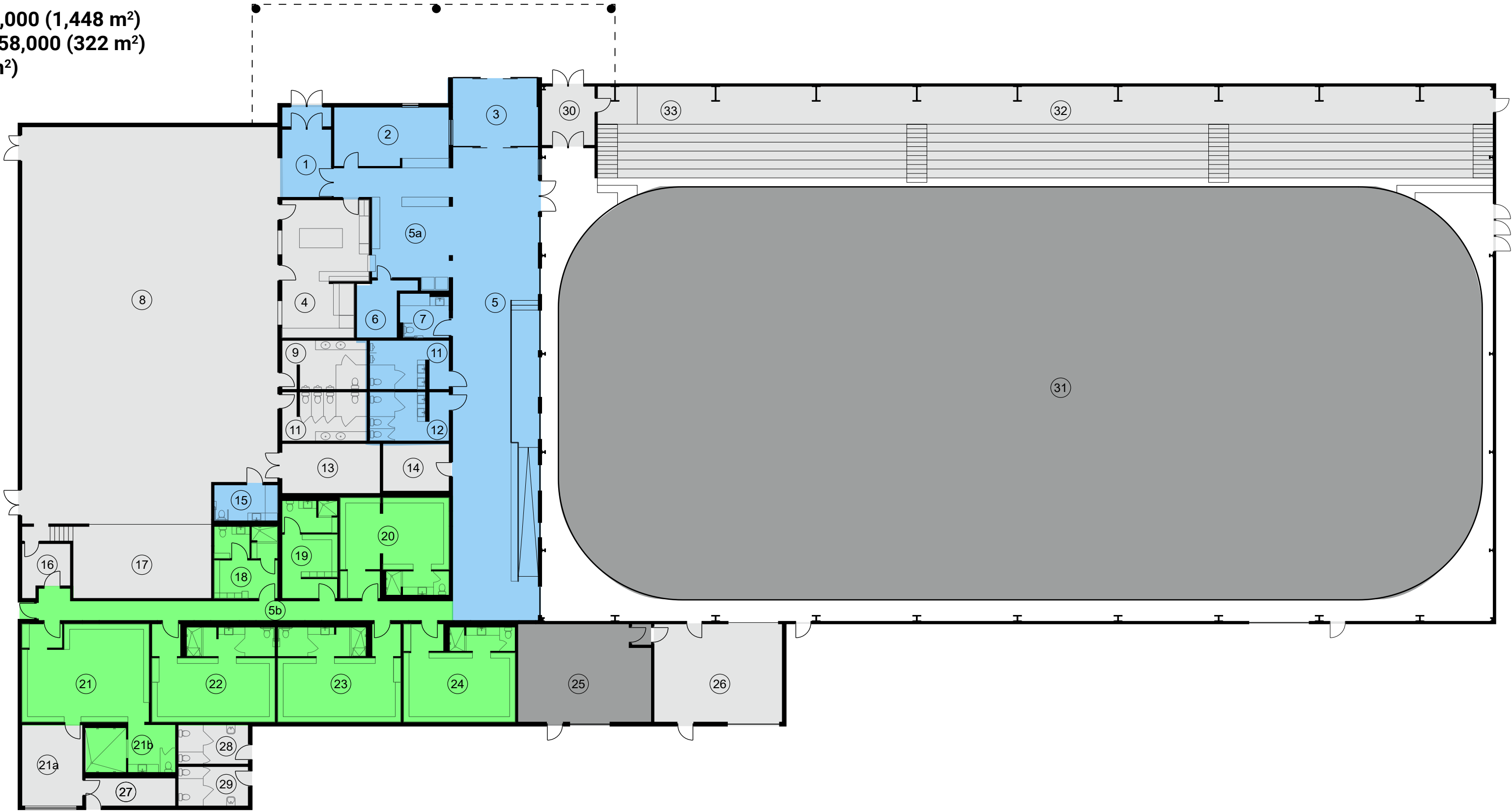
Future Expansion Plan



Schematic Design Cost Construction Estimate

March 18, 2022 Class C Estimate - \$5,864,000

Rink and Mechanical Room - \$2,430,000 (1,448 m²)  
Lobby and Concessions Area - \$2,158,000 (322 m²)  
Change Rooms - \$1,276,000 (322 m²)



LEGEND

1. Hall Lobby

2. New Office

3. New Vestibule

4. Kitchen

5. Lobby & New Viewing Platform

5a. Concessions Area

5b. Corridor

6. Janitor Room
7. New Universal Washroom

8. Multi-purpose Hall

9. Men's Washroom (Hall)

10. Women's Washroom (Hall)

11. New Men's Washroom (Arena)

12. New Women's Washroom (Arena)

13. Supply Storage

14. Chair Storage
15. New Universal Washroom

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17. Stage

18. New Gender-neutral Change Room

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22. New Barrier-free Change Room

23. New Barrier-free Change Room

24. New Change Room

25. Mechanical/Electrical Room

26. Ice-resurfacer Room

27. Storage

28. Exterior Men's Washroom
29. Exterior Women's Washroom

30. Existing Vestibule

31. Arena and Ice Pad

32. Bleachers and Seating

33. Storage Below Seating



Price Escalations Due to Covid



Trinity College

2019 Estimate - \$99 Million  
2022 Estimate - \$126.8 Million **+ 28%**



Guelph South End Community Centre

Oct. 1 2020 Approved Budget - \$80 Million  
2022 Construction Estimate - \$126 Million **+ 58%**

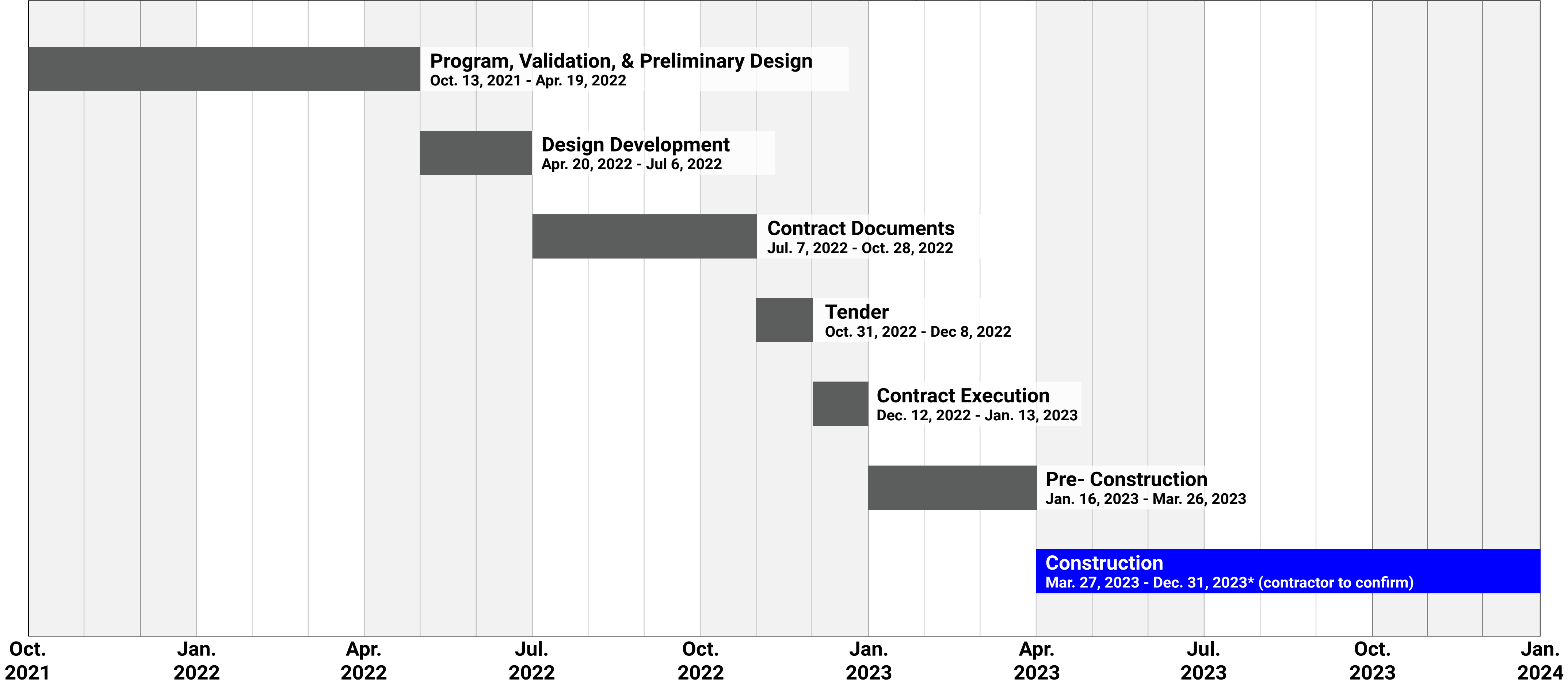


Long Term Care Facility

October 2020 Tender - \$23 Million  
February 2022 Tender - \$31 Million **+ 33%**



Timeline





# Current Project Cost Estimate



Class C Construction Costing	5,863,846
• Arena Replacement– 2,429,528	
• Changeroom Renovations– 1,276,219	
• Lobby Renovations– 2,158,098	
RDH Fees & Disbursement	454,000
Soft Costs	174,381
Non-Rebate HST	<u>112,503</u>
<b>Total</b>	<b>6,604,730</b>
Project Budget	<u>4,997,397</u>
<b>Difference including additional HST</b>	<b>1,607,333</b>

# Nest Steps



- Estimated costs to renovate just the arena floor/mechanical system is \$2,429,528 (+ portion of the soft cost)
- Township capital budget allocation approximately \$1.4M based on similar replacement project around Southern Ontario before COVID
- Original ICIP grant funding application provided CW additional funds to complete the accessibility, changeroom & lobby renovations (H&S & aging infrastructure)
- If CW does not proceed with this work Township will still have to find additional funding of \$1-\$1.4M
- Provincial AODA regulations require public buildings to be accessible by 2025

# Option 1 – Do Nothing



PROS	CONS
No Impact to the budget Township in 2022	Brine leak risk and need for emergency project to replace
	Unplanned shut down due to equipment failure
	Accessibility regulations still to be met by 2025
	Health & Safety risks to users/staff
	Aging infrastructure failure
	Elimination of \$3,664,591.07 of upper-level of government grant funding

## Option 2 – Proceed Revised Scope of work



PROS	CONS
ECC has 3 of 4 critical areas completed to address aging infrastructure, H&S issue, & accessibility regulations	Additional CW funding likely required
One closure thereby less impact to user groups and community	
Takes advantage of \$3,664,591.07 upper-level of Government funding support for the project	
<b>This is RDHA &amp; staffs' recommended Option to proceed</b>	

## Option 3 – Proceed with Arena Floor



PROS	CONS
Arena floor operations is safe for all	Significant Scope of work (H&S, accessibility, aging infrastructure) not completed but still required in near term
	Arena floor replacement estimated at \$2.4M plus soft costs share
	Township top up funding req'd in 2023
	Future closure impacting users and revenues and construction cost increases

# Financial Implications



- RDHA/Staff to refine project during further design development to further reduce estimated cost estimate where possible
- Staff to analyze following areas for additional funding to complete the ECC project
  - 2023 P&R proposed capital budget projects – defer or other source of funding
  - Facility & Equipment life cycle projects for ECC in 2023 - Approx. \$110,000
  - Township Capital Reserves
  - Township COVID Reserves
  - Year End Surplus
  - Potential sponsorship/donation opportunities

# Summary



- RDHA & Staff are recommending to proceed with Option #2
  - Revised Scope of Work for the ECC Renovations as outlined today
    - Arena Replacement, Changeroom & Lobby Renovations
  - RDHA/Staff to further refine design, additional cost estimates by A.W. Hooker, & tendering of the project
  - Staff to review additional funding allocations to support the revised scope of work in Option #2 and report to Council in December 2022.



## Report to Council

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**To:** Mayor Linton and Members of Council

**Report:** COR2021-48

**Prepared By:** Dan Wilson, Managing Director of  
Corporate Services & Treasurer

**Date:** 27 Sep 2021

**RE:** Negotiated Award: Architect Services - Elora Community Centre Renovation

---

### **Recommendation:**

THAT the Council of the Township of Centre Wellington authorize the negotiated award for Architect Services - Elora Community Centre Renovation to RDH Architects Inc. at a total upset limit of \$494,700.00, excluding HST, subject to contract negotiations.

### **Summary:**

The purpose of this procurement process was to select a qualified and experienced architect design consultant to develop, design and administer the construction contract for the renovation and rehabilitation of the Elora Community Centre (ECC). The architect will act as the Prime Consultant for the project.

### **Report:**

#### Background

In 2019, Township Council endorsed a grant application to renovate and rehabilitate the ECC. This renovation and rehabilitation project was identified as a priority in the Parks, Recreation and Culture Master Plan.

In April of 2021, the Township was informed that it was successful in receiving funding through the Investing in Canada Infrastructure Program (ICIP) Community Culture and Recreation funding program. This is a cost sharing program between the federal government, provincial government, and the municipality. The funding breakdown is as follows:

- Federal Government - 40.00%
- Provincial Government - 33.33%
- Township - 26.67%

#### Purchasing Process:

Request for Proposal #09-21 (for Architect Services) was advertised on the Township's website. There were 40 registered Plan Takers. One (1) response was received. The Response was scored by the Selection Committee comprised of Pat Newson, Managing Director of Community Services, Matt Tucker, Manager of Parks & Facilities Operations,



Kasey Beirnes, Supervisor of Facility Operations and Stephanie Rogers, Payroll & Accounting Clerk. The meeting was chaired by Sandi Wiles, Purchasing and Risk Supervisor.

Identified criteria in the proposal included:

- Company Profile
- Proponent's Project Experience
- Project References
- Project Team and Key Personnel
- Project Plan and Deliverables
- Fees

Proposals were firstly reviewed by the Selection Committee to confirm compliance with the mandatory evaluation requirements. Failure to meet the mandatory evaluation requirements would result in the Proposal being disqualified.

As the sole proposal did not meet the mandatory project experience requirement, the proposal was determined to be non-compliant and was disqualified.

#### Request for Negotiated Proposal

Article 1(i) of Schedule F to Purchasing By-law 2013-093 permits the use of negotiated procedures "when all tenders or bids received fail to meet specifications or terms and conditions, and it is impractical to recall tenders or formal quotations." Awards under this provision must be approved by the Treasurer, Chief Administrative Officer and Council.

Based on this provision, staff reached out to two architectural firms experienced in arena renovations, including arena floor replacements. After reviewing the two proposals received, it is the Selection Committee's recommendation to award a contract to RDH Architects Inc. at a negotiated price not to exceed \$494,700.00, excluding HST.

RDH Architects Inc. is very familiar with Centre Wellington, as they were on the project team for the expansion and renovation of the Sportsplex in Fergus, approximately 15 years ago.

#### **Corporate Strategic Plan:**

Active and Caring Community

#### **Financial Implications:**

The ECC Renovation capital project has budget of \$4,997,396.80, with 73.33% funded from the federal and provincial governments. The anticipated architect fees of \$494,700.00 would be funded from this project. This project is anticipated to fund all project costs, including design, contract administration, and construction.

A future construction Request for Tender will be required once the design stage is complete.

**Consultation:**

This report was prepared in consultation with:

- Andy Goldie, Chief Administrative Officer
- Pat Newson, Managing Director of Community Services
- Matt Tucker, Manager of Parks & Facilities Operations
- Sandi Wiles, Purchasing & Risk Supervisor

**Approved By:**

Andy Goldie, Chief Administrative Officer



## Report to Council

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**To:** Mayor Linton and Members of Council

**Report:** CS2019-14

**Prepared By:** Pat Newson, Managing Director of  
Community Services

**Date:** 28 Oct 2019

**RE:** ICIP: Community, Culture and Recreation Stream Grant

---

### **Recommendation:**

THAT the Council of the Township of Centre Wellington endorse the renovation project for the Elora Community Centre as part of an application for the Investing in Canada Infrastructure Program (ICIP) : Culture and Recreation Stream - Rehabilitation and Renovation Intake for funding to rehabilitate and renovate the Elora Community Centre to improve accessibility, life cycle planning, energy efficiency, expand programming opportunities for seniors, youth, and families, and improve the facility as an emergency shelter for Elora.

AND THAT Council direct staff to report to Council through the 2021 Capital Budget Process on the Township's share of costs, should the application for funding be successful.

### **Summary:**

N/A

### **Report:**

#### The Grant

The Investing in Canada Infrastructure Program (ICIP): Culture and Recreation Stream - Rehabilitation and Renovation Intake is a cost-shared infrastructure program among the federal government, Province of Ontario and Municipalities. The ICIP is administered by the Province. A copy of the ICIP - Community, Culture and Recreation Funding Stream Ontario Program Guidelines is attached to this report.

The Grant Guidelines state that Ontario is supporting community infrastructure priorities across the province. Community infrastructure is defined as publicly accessible, multi-purpose spaces that bring together a variety of different services, programs and/or social and cultural activities to reflect local community needs. Projects will be assessed based on their alignment with the following objectives:

- meets community and user needs or service gap
- promotes good asset management planning

- represents good value for money
- fosters greater accessibility

#### Project Selection

Staff have assessed the grant objectives and potential municipal projects, and the assessment concludes that the renovation and rehabilitation of the Elora Community Centre is a very good fit for this funding program, meets the grant criteria, has been identified by Centre Wellington as a need in the community, and would greatly benefit Centre Wellington.

The Parks, Recreation and Culture (PRC) Master Plan, Recommendation #4

*Undertake an architectural and needs assessment for the Elora Community Centre to address life-cycle issues of existing components and accessibility. The assessments should concurrently explore ways and costs of accommodating a greater range of recreational uses including (but not limited to) indoor turf sports, indoor walking, personal fitness and wellness, preschool and youth programs older adult activities, and other municipal programs and user opportunities.* The PRC Master Plan also highlights the need for three ice surfaces in Centre Wellington to meet current existing needs in the community, and rehabilitating this ice surface is an identified need in the community.

The Elora Community Centre was constructed in 1976/77. The Asset Management Plan and the 2007 Building Condition Assessment identify the Elora Community Centre as a facility in need of life-cycle replacement requirements. A new Building Condition Assessment is scheduled for early 2020, which will likely reveal that the building condition has further deteriorated and the 10 year Capital forecast budget may not meet the needs of this facility. The funding grant provides an opportunity for the Township to rehabilitate this facility and meet all the needs identified through the needs study and asset management plan.

#### Proposed Project Scope of Work

- Replace the Ice Pad, Boards and Glass system and ice making refrigeration equipment.
- Update refrigeration/mechanical room to meet TSSA standards.
- Modify the building to meet all AODA standards (Accessibility for Ontarians with Disabilities Act), including providing accessible dressing rooms, an accessible area for viewing the ice surface, accessible washrooms, entrances, and doors.
- Provide new recreational multipurpose program spaces. Rooms for senior, youth, pre-school and family recreation and leisure programming.
- Expand the size and ceiling height of the ECC Hall to permit activities such as sports, fitness and wellness activities, as well as continue to be used as a community hall.
- Modernize and replace aging infrastructure
- Install a generator so that the building can be used as an emergency shelter during a power outage

- Install solar panels to reduce hydro costs and reduce Green House Gas emissions (GHG) from this facility
- repave and improve the parking lot

#### Community Input

If the grant is successful, an architect consultant will be procured to bring the project from concept design to construction and completion. As part of that scope of work, community engagement will be required during the planning and design stages of the project.

#### Next Steps

Staff are currently updating the project cost estimates with a consultant as part of the ECC Design for Accessibility Project. The consultant will provide a concept design, project scope and project budget to include with the application. This is a high level consulting stage, however it will provide estimated scope and budgets for the application. Projects have until 2027 to complete projects, however it is intended that the Township would complete the work in 2021-2022 as the ice pad will likely not function beyond this date.

#### **Corporate Strategic Plan:**

##### Strong Local Economy

- Facilitate new business coming to Centre Wellington
- Facilitate new retail uses to meet the needs of a growing community
- Promote tourism

##### Good Financial Management

- Continue to support the principle that residential growth will pay for the increased cost of providing services and infrastructure to new residents
- Maximize source of non-tax revenue
- Review financial management practices

##### Active and Caring Community

- Expand indoor recreation facilities to meet the needs of a growing population
- Support the caring organizations in the the community
- Care for our Natural Environment
- Support the heritage of our community

##### Good Government

- Review government structure
- Enhance communications and teamwork on council and between council and staff
- Enhance communication and engagement with the public

#### **Financial Implications:**

Approximately \$407 million in federal funding and \$320 million in provincial funding will be available for the Community, Culture and Recreation stream over 10 years starting in 2019-20. At minimum of \$40 million of federal funding must be carved out for off-

reserve Indigenous projects. For municipal projects the following is the breakdown of the Maximum cost-share percentages of total eligible costs:

Federal Contribution: 40%  
Provincial Contribution 33.33%  
Municipal Contribution 26.67%

The renovation of the Elora Community Centre is estimated to cost \$4,500,000 to \$5,000,000. This estimate is currently under review. The Township's share of these costs under the grant program would be 26.67% or approximately \$1,333,500.

Township funding for the project will be from Elora Community Centre capital projects identified within the capital forecast:

2019 ECC/Belwood Hall Concept Design for Accessibility \$100,000 (assumes \$50,000 for ECC)  
2021 ECC Ice Pad Replacement \$1,100,000  
2022 ECC Replace Hall Roof \$195,000  
Total funds available for municipal contribution = \$1,345,000

Any financial implications from a successful ICIP grant application will be presented to Council for approval of future commitment of funding from the 2021 and 2022 Capital Budgets. According to the grant information, successful applications would be notified in Spring 2020 and required to sign an Agreement which would require Council approval and confirmation of secured funding.

**Consultation:**

This report was prepared in consultation with CAO Andy Goldie and Managing Directors.

Attachments:

- [ICIP Program Guidelines](#)

**Approved By:**

Andy Goldie, Chief Administrative Officer

**Investing in Canada Infrastructure Program – Community, Culture and Recreation  
Funding Stream Ontario Program Guidelines**



**INVESTING IN CANADA INFRASTRUCTURE PROGRAM:  
Community Culture and Recreation**

Program Guidelines

**Investing in Canada Infrastructure Program – Community, Culture and Recreation  
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## **1. Overview – Investing in Canada Infrastructure Program**

The Investing in Canada Infrastructure Program (ICIP) is a federal program designed to create long-term economic growth, build inclusive, sustainable and resilient communities and support a low-carbon economy.

Through the ICIP, the federal government is providing \$11.8 billion dollars in federal infrastructure funding to cost-share projects under the following four streams:

- Public Transit
- Green Infrastructure
- **Community, Culture and Recreation**
- Rural and Northern Communities

The Province of Ontario is a cost sharing partner in these programs. Under this intake of the Community, Culture and Recreation Funding stream, Ontario is supporting community infrastructure priorities across the province. Community infrastructure is defined as publicly accessible, multi-purpose spaces that bring together a variety of different services, programs and/or social and cultural activities to reflect local community needs.

Approximately \$407 million in federal funding and \$320 million in provincial funding will be available for the Community, Culture and Recreation stream over 10 years starting in 2019-20. At least \$30 million of federal funding must be carved out for off-reserve Indigenous projects.\* The following breakdown defines the maximum cost-share percentages of total eligible costs.

	<b>Percentage</b>
<b>Federal Contribution</b>	40.00
<b>Provincial Contribution</b>	33.33
<b>Applicant Contribution</b>	26.67

The following breakdown defines the maximum cost-share percentages of total eligible costs for Indigenous recipients (e.g. First Nations, Indigenous communities and organizations).

	<b>Percentage</b>
<b>Federal Contribution</b>	75.00
<b>Provincial Contribution</b>	18.33
<b>Indigenous Contribution</b>	6.67

**\* Note:** Projects with an Indigenous focus will not be limited to funding from the \$30 million federal carve out for off-reserve Indigenous projects. Indigenous applicants will also be eligible for funding under the broader stream.

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## **2. Objectives Community, Culture and Recreation Stream**

The Community, Culture and Recreation stream supports projects that improve access to and / or quality of community, cultural, and recreation priority infrastructure projects. Priority is given to projects that are community-oriented, non-commercial and open to the public. Projects must be completed prior to 2027-28.

In addition to federal criteria, **Ontario's objectives** for the current proposed Community, Culture and Recreation stream project intake are noted below. Projects will be assessed based on their alignment with these objectives:

- Meets community and user needs or service gap
- Promotes good asset management planning
- Represents good value for money
- Fosters greater accessibility

See sections 4 and 7 for more details on these assessment criteria.

The intake will include two categories of funding:

- **Multi-Purpose Category**
- **Rehabilitation and Renovation Category**

**Note:** *The Community, Culture and Recreation intake is a competitive process. Funding approval is not guaranteed. In addition, the Province may contact an applicant to request additional information or for clarification on information provided in the application form or supporting documentation.*

## **3. Applicant Eligibility**

Eligible applicants under Ontario's Community, Culture and Recreation Funding stream are:

- Municipalities
- First Nations
- Other Indigenous communities / organizations
- Broader public sector organizations\*
- Non-Profit organizations

*\* Broader public sector organizations include, for example, school boards, hospitals, colleges and universities.*

**Note:** *Joint projects between multiple eligible applicants, particularly those that service multiple communities, are encouraged and will be given additional consideration as part of the assessment process.*

**Note:** *Education and health care facilities are ineligible for funding, with the exception of those advancing Truth and Reconciliation Commission Calls to Action. However, broader public sector organizations that typically deliver health care and education could apply for projects outside*

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*their core mandate as long as they meet federal and provincial criteria. For example, a school board could apply for funding to construct or renovate a community centre attached to a school.*

### 4. Project Eligibility and Conditions

#### 4.1 Eligible Projects

##### (1) Required Eligibility Criteria:

- a. A project must include a capital component. A project may also include pre-construction planning and design work; however, planning and design work are not eligible as stand-alone projects.
- b. A project must meet the outcome of improving access to and/or increasing quality of cultural, recreational and/or community infrastructure for Ontarians. Facilities must be publicly accessible.
- c. A project must meet the following minimum technical requirements:
  - i. Project meets federal criteria and is aligned with provincial objectives and priorities
  - ii. Demonstrated organizational capacity to implement the project
  - iii. Demonstrated ongoing financing to manage operating pressures without creating operating and/or capital cost-pressure for the Province, municipalities, Consolidated Municipal Service Managers and District Social Service Administration Boards, from new infrastructure
  - iv. Demonstrated availability of cost-shared funding to proceed with project
  - v. Demonstrated project readiness
  - vi. Operational plan developed (alignment with asset management plans for municipal projects)
  - vii. Demonstrated community need for proposed project/service (e.g., service delivery gap / lack of access to services)

For more details regarding these minimum criteria for evaluation, refer to Appendix A.

**Note:** Applicants are permitted to use approved funding from other project-based capital programs to demonstrate ongoing financing and availability of cost-shared funding.

##### (2) Eligible asset type\*:

- recreation facilities (e.g., hockey arenas, multipurpose recreation centres, playing fields)
- cultural facilities (e.g., theatres, libraries, museums, cultural centres, civic squares, performing arts centres)
- community centres / hubs (e.g., multi-purpose spaces that bring together a variety of different services, community centres including recreation facilities)
- education and health facilities advancing Truth and Reconciliation Commission Calls to Action (e.g., funding for new and/or existing Indigenous healing centres, spaces in education facilities for traditional teaching/programming)

**Note:** applicants are encouraged to reach out to a [Regional Advisor](#) or the ICIP Community, Culture and Recreation team at [ICIPculture@ontario.ca](mailto:ICIPculture@ontario.ca) or 1-888-222-0174 if they have questions or need clarification.

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**(3) Eligible project types:**

**a. Multi-Purpose Category:**

This project category focuses on the principle of integrated service delivery to address identified service gaps. The individual project cap will generally be \$50 million in total project cost, but exceptions may be made in some cases. Eligible projects consist of:

- new build / construction projects
- larger scale renovation
- expansion of existing facilities.

**b. Rehabilitation and Renovation Category**

This project category focuses on maximizing the funding impact of small-scale projects that would improve the condition of existing facilities. The individual project cap is \$5 million in total project cost. Eligible projects consist of:

- renovation and rehabilitations to address functionality and use of existing facilities
- Small-scale improvements to address accessibility (e.g., hand rails, ramps, accessible doors/parking/elevators, wayfinding and signage etc.)
- Small new build / construction projects of recreation, cultural or community centre infrastructure (e.g., playing fields, tennis courts, small community squares)

**Note:** broader facilities that include ineligible components (e.g., community centres with a neighbourhood health centre component) can be scoped to apply for only eligible components.

**Note:** projects that focus on vulnerable populations (e.g., low income persons) and Indigenous people will be given additional consideration as part of the assessment process.

**(4) Other requirements:**

Projects must meet the following other criteria to be considered eligible:

- ✓ Capital components must be owned by an eligible entity.
- ✓ Projects must be substantially completed by March 31, 2027.
- ✓ Projects must be informed by and consistent with an applicants' asset management plan (municipalities only).
- ✓ Projects components must meet or exceed the requirement of the highest published accessibility standard in Ontario in addition to applicable provincial building codes and relevant municipal by-laws, and any applicable accessible design guidelines.
- ✓ Project components must meet or exceed any applicable energy efficiency standards for buildings outlined in the Pan-Canadian Framework on Clean Growth and Climate Change.

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- ✓ For joint projects with other eligible applicants, all applicants must also secure the endorsement of their projects by their respective municipal, CMSM/DSSAB or First Nation Band Council, board of directors, or governing body and provide the Ministry with evidence of such endorsement in the form of by-laws / resolutions / letters of agreement.
- **Integrated asset types:** Applicants must select only one primary project asset type but may integrate more than one eligible project asset type (e.g., community centre with adjoining hockey arena). Integrated projects must demonstrate that each component of the project for which the applicant is requesting funding meets eligibility requirements.
- **Asset ownership:** Municipalities must attest to owning the infrastructure assets put forward for funding.

### 4.2 Joint Projects

Joint projects between eligible applicants are encouraged. Joint projects are those where each **co-applicant contributes financially** to the project or to the operation of the facility. The cap may be flexible for joint projects. All applicants must meet the applicant eligibility criteria.

Joint projects may be larger than projects submitted by a single applicant, as joint applicants may combine the grant funding they request. Neighbouring communities are encouraged to work together to assess co-use of facilities to address service level gaps and to achieve economies of scale.

The lead applicant will be required to sign a transfer payment agreement with the province and also enter into a partnership agreement with the other eligible applicant(s) that will be contributing to the project. Funds will only be made available to the lead applicant, who is responsible for the financial management of the project and meeting provincial reporting requirements. Successful joint applicants are encouraged to enter into an agreement clearly setting out the nature of their relationship and key elements of the project in line with the Community, Culture and Recreation stream application and with funding approval described in the projects ICIP transfer payment agreement.

### 4.3 Other Project Conditions

Projects must comply with the following conditions to be considered eligible:

- (1) **Contract Award Date:** Contracts must be awarded after federal approval of funding. Contracts awarded before approval of funding are not eligible for reimbursement.
- (2) **Energy standards:** Projects must meet or exceed any applicable energy efficiency standards for buildings outlined in the [Pan-Canadian Framework on Clean Growth and Climate Change](#).
- (3) **Accessibility standards:** Projects must meet or exceed the requirements of the highest published accessibility standard in a jurisdiction in addition to applicable provincial building codes and relevant municipal by-laws and accessible design guidelines.

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- (4) **Asset management plans [municipalities only]:** Projects should be informed by an applicant's asset management plan as outlined in Asset Management Planning for Municipal Infrastructure Regulation, O. Reg. 588/17. This means the proposed project was identified based on the plan's prioritized lifecycle activities (e.g., construction, maintenance, renewal, rehabilitation, replacement, etc.) for the applicable asset category (e.g., community, recreation and cultural facilities). For example, if an applicant has identified recreation centre needs as a priority lifecycle activity within its asset management plan, then submission of a recreation centre project would be appropriate. Where a project is not based on an asset management plan, a strong rationale must be provided in the application form.

**Note:** project prioritization in an asset management plan does not apply in cases where the project assets are not owned by the municipality.

- (5) **Supporting documentation [First Nations only]:** Projects should be identified in, or supported by, a 5-Year Capital Plan; a Comprehensive Community Plan; a Strategic Community Plan; an Asset Conditions Reporting System report; a Feasibility Study or Detailed Design. Where not based on a supporting document, a strong rationale must be provided. The province may request an electronic copy of one or more supporting documents during the project review stage.
- (6) **Financial sustainability:** Projects must have a financial plan in place to operate the assets and not seek senior level government support for ongoing operational funding. First Nations applicants may have operational funding arrangements with the federal government that satisfy this condition.

## 5. Project Submission Process

### 5.1 Number of Project Submissions

Eligible applicants can apply for multiple projects.

### 5.2 Submissions and Funding Approval Steps

**Step 1:** Applicants must register or login online through the Province of Ontario's online grant portal, [Transfer Payment Ontario](#). Step by step support for working with the online grant portal are found [here](#). For full functionality, the support tool link must be opened in Internet Explorer.

**Step 2:** Applicants must fully complete one Community, Culture and Recreation funding stream application form and the applicable business case. Completion of **only one business case is required**; the business case must correspond to the funding stream. **The application form and the associated business case are available through the Transfer Payment Ontario online portal.** Please follow the prompts in the application form and business case to respond to each question.

**Step 3 [joint projects]:** A joint project submitted by multiple applicants must provide supporting documentation by way of an individual partner-member municipal council resolution, a band council resolution or board of directors' resolutions or letter of agreement, clearly stating the project name and applicant / recipient contribution to the project.

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**Step 4:** The application and required attachments (i.e., business cases, supporting documents, etc.) must be submitted through Transfer Payment Ontario by **11:59 p.m. EDT on November 12, 2019**. A scanned application form will not be accepted. Failure to meet submission requirements will result in an incomplete submission and the submission may be considered ineligible. **If you are unable to submit the application form through the Transfer Payment Ontario, please contact:** [TPONCC@ontario.ca](mailto:TPONCC@ontario.ca) or call (416) 325-6691/(855) 216-3090.

**Step 5:** Once the completed application form has been submitted, an automated acknowledgement of receipt and a file number will be emailed to the applicant.

**Step 6:** Projects will be assessed by the province and nominated for federal government review and approval. **Provincial project nomination to the federal government does not guarantee funding approval.**

**Step 7:** Applicants will be notified of both successful and unsuccessful projects. Provincial staff will be available to provide feedback for unsuccessful projects, if requested.

**Step 8:** The province may request **applicants to provide an attestation** that the recipient share of funding to undertake and complete the project has been secured.

**Step 9:** Successful municipal applicants will be required to obtain a municipal by-law or council resolution; other applicants will be required to submit a board of directors' resolution or letter of agreement or band council resolution to execute the project level transfer payment agreement with the provincial government.

**Step 10:** The transfer payment agreement will require procurement to be executed through a value-for-money process. Projects must undertake a competitive pricing or tendering process to demonstrate value-for-money. Applicants may be requested by the province to provide:

- Copies of proposals or bids from three (3) bidders;
- Statement indicating selected bidder; and
- Written explanation if the lowest bid is not chosen.

## **6. Timelines**

- Applications and all supporting documentations must be submitted through Grants Ontario by **11:59 p.m. EDT on November 12, 2019**.

**Note:** that applications will not be accepted after this time. All supporting documentation must also be submitted by the deadline in order to be considered part of the application. Applicants cannot change the proposed project after the application deadline unless extraordinary circumstances arise (e.g., destruction of an arena) and permission is granted by the province.

- The province will notify applicants if their project has been selected for nomination to the federal government for review and approval in **winter 2020 (estimated)**.
- Applicants will be notified of the federal funding decision in **spring/summer 2020 (estimated)**.
- Projects must be completed by **March 31, 2027**.



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## **7. Evaluation Process**

### **7.1 Recipient Eligibility and Application Completeness**

Recipients must meet Community, Culture and Recreation program eligibility requirements. Additionally, all mandatory fields of the application form must be populated correctly for a submission to be considered validated and complete. For more information, refer to Section 4 above regarding eligibility and to 4.1.4 regarding eligible categories of funding under the program.

### **7.2 Project Scope Review**

Projects must meet federal project eligibility requirements, be technically viable and be achievable within the program timelines.

### **7.3 Alignment with Provincial Objectives**

- a) Applicants must demonstrate that projects meet the following objectives under the Community, Culture and Recreation stream:
  - a. **Meets community and user needs:** identified and demonstrable community-level need or service gap, including barriers to social inclusion and accessibility for Ontarians with disabilities, and underserved small communities;
  - b. **Promotes good asset management:** demonstrates optimization of assets, including through multi-purpose and integrated service delivery; aligns with municipal asset management plans (municipalities only);
  - c. **Represents good value for money:** demonstrated efficiency and value for money. The most cost-effective option for delivering a similar level of service should be sought, maximizing population/communities served;
  - d. **Foster greater accessibility:** commitment to meeting minimum highest level of accessibility standards; use of Universal Design Principles and innovative solutions to increasing accessibility beyond minimum standards.

See Appendix A for details of the technical criteria associated with these objectives.

**Note: Please refer to the Community, Culture and Recreation stream Business case on the Grants Ontario website.**

#### **7.3.1 Asset Management Planning**

Ontario Regulation 588/17- Asset Management Planning for Municipal Infrastructure, or the Asset Management Planning Regulation sets out new requirements for undertaking municipal asset management planning. The regulation is being phased in over a 6-year period, with progressive milestone requirements for municipalities with respect to their asset management plans.

For clarity, at the time of application, the asset management plan used to inform the proposed project can be developed according to either the province's 2012 Guide ([Building together: guide for municipal asset management plans](#)) or the new asset management planning regulation.

As part of project reporting requirements, and to remain eligible for funding, successful municipal applicants are required to submit their updated asset management plans in

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accordance with the regulation for the duration of the project. For example, municipalities that have an active project in 2021 will be required to submit asset management plans developed in accordance with the first phase of the regulation. Please refer to the Appendix which summarizes key regulation milestones in 2021, 2023 and 2024 for municipal asset management plans.

For more information about asset management planning, as well as tools and supports available to help municipalities develop and improve their plans, please visit the <http://www.ontario.ca/assetmanagement>.

## 8. Financial, Contractual and Reporting Requirements

### 8.1 Maximum Project Costs

#### Rehabilitation and Renovation Category:

- The maximum total eligible cost per project for a single applicant is **\$5 million**
- For projects with multiple applicants (i.e., joint projects), each applicant can submit up to \$5 million of total eligible project costs. For example, a joint project with three eligible co-applicants can submit a project with a maximum total eligible project cost of **\$15 million**.

#### Multi-purpose Category:

- The maximum total eligible cost per project for a single applicant is **\$50 million**. The cap may be flexible for joint projects. Value for money will be a significant funding consideration. If an applicant's project exceeds \$50 million, please contact [ICIPculture@ontario.ca](mailto:ICIPculture@ontario.ca) or call **1-888-222-0174**.

**Note: Projects that have a total eligible cost of more than \$10 million** must complete a federal climate lens assessment and report on community employment benefits. See Appendix for more information.

**Note:** Applicants must pay for all ineligible project costs as well as any cost over-runs experienced on a project. **Cost over-runs reflect any costs that exceed the total project cost submitted at the time of application.**

### 8.2 Cost Sharing

The following breakdown defines the maximum cost share percentages of the total eligible cost:

Applicant Type	Federal Cost Share (Max %)	Provincial Cost Share (Max %)	Applicant Cost Share (Min %)
Municipality	40%	33.33%	26.67%
Non-Profit	40%	33.33%	26.67%
BPS	40%	33.33%	26.67%
Indigenous Recipient	75%	18.33%	6.67%

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**Note:** The cost-sharing breakdown assumes municipal or Indigenous applicants own or have control over the asset being nominated for funding and is subject to change

For instance, this means that:

- An eligible municipality may request up to 73.33% of the total eligible costs.
- Indigenous recipient may request up to 93.33% of the total eligible costs.

### 8.3 Stacking of Funding

General:

- Applicants may combine funding received through the Community, Culture and Recreation funding stream and funding from another project-based capital program.
- Applicants can apply for a project at the same location as a project already receiving funding from another capital program where the project in question would be ineligible for Community, Culture and Recreation funding, but the applicant must clearly scope out the component that is unique to the Community, Culture and Recreation funding stream application.

Applicants who are not sure how to best combine funding are encouraged to contact a [Regional Advisor](#) or the ICIP Community, Culture and Recreation team at [ICIPculture@ontario.ca](mailto:ICIPculture@ontario.ca) or call **1-888-222-0174 before submitting an application.**

### 8.4 Eligible Costs

Project **costs are eligible only if they are incurred after federal approval.** Eligible Expenditures will include the following:

- All costs considered by Canada and Ontario to be direct and necessary for the successful implementation of an eligible Project, and which may include third party costs such as project management, capital costs, construction and materials, design / engineering and planning, contingency costs (25% maximum), and costs related to meeting specific Program requirements, including completing climate lens assessments (see *Note 2 below*) and creating community employment benefit plans;
- The incremental costs of employees of a Recipient may be included as Eligible Expenditures for a Project under the following conditions:
  - The Recipient is able to demonstrate that it is not economically feasible to tender a contract; and
  - The arrangement is approved in advance and in writing by Canada and Ontario.
  - *Note: Applicants submitting for these costs must submit a rationale for the use of own-force labour when the application is submitted.*

**Note 1:** Contracts must be awarded after federal approval of funding. Contracts awarded before approval of funding are not eligible for reimbursement.

**Note 2:** Costs associated with completing **climate lens assessments, which are eligible before project approval, but can only be paid if and when a project is approved by Canada** for contribution funding under contracts

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**Note 3:** Capital costs are only eligible once the project receives notification that Canada is satisfied that the applicant has met its Duty to Consult and Environmental Assessment requirements. Before this notification is received, no site preparation, vegetation removal or construction may take place.

### 8.5 Ineligible Costs

When a project meets a federal outcome in the Community, Culture and Recreation Infrastructure stream, it is not eligible for funding if it:

- has a private sector, for-profit Ultimate Recipient;
- is a stand-alone daycare facility, for-profit daycare facility, daycare facility associated with a school board, or a daycare facility funded under Canada's Early Learning and Child Care initiative;
- is a religious site that serves as a place of assembly for religious purposes, which includes among others, a site, church, mosque, synagogue, temple, chapel (e.g., within a convent or seminary), shrine or meeting house; or
- is a professional or semi-professional sport facility that is primarily a commercial operation, such as those that serve major junior hockey leagues.

Other ineligible project costs include:

- Costs incurred *before* federal project approval and all expenditures related to contracts signed prior to federal project approval, *except* for expenditures associated with completing climate lens assessments
- Costs incurred for cancelled projects
- Costs related to health or education functions (except for those advancing *Truth and Reconciliation Commission Calls to Action*)
- Acquisition or leasing of land, buildings and other facilities
- Leasing equipment other than equipment directly related to the construction of the project
- Real estate fees and related costs
- Financing charges
- Legal fees
- Loan interest payments including those related to easements (e.g. surveys)
- Costs of completing the application
- Taxes, regardless of rebate eligibility
- Any goods and services costs which are received through donation or In-kind
- Staff costs, unless *pre-approved* by the federal and provincial governments
- Operating costs and regularly scheduled maintenance work
- Costs related to furnishing and non-fixed assets which are not essential for the operation of the project
- Costs that have not been claimed for reimbursement by March 31 of year following the year in which the costs were incurred (e.g., costs incurred between April 1, 2018 and March 31, 2019 must be submitted for reimbursement no later than March 31, 2020).

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- All capital costs, including site preparation and construction costs, until Canada has confirmed in writing that environmental assessment and Indigenous consultation obligations have been met and continue to be met.
- All costs related to any component of the project other than the approved scope

A more detailed list of eligible and ineligible expenditure categories will be provided in individual project level contribution agreements.

### **8.6 Payments**

Funding is claims based and will be reimbursed upon review and approval of eligible costs under transfer payment agreements. Reimbursement of claims is based on the cost sharing percentage. The claims process requires Recipients to submit claims for the Ministry's review, approval and submission to Canada and for Canada's review and approval once received from Ontario. The claims format will be outlined in individual contribution agreements.

All costs must be incurred by March 31, 2027. **Recipients are required to keep all receipts/invoices and claims as they are subject to audit by the province or the federal government.**

**Note:** A holdback of 10% may be applied to payments under the program. The holdback would be released upon successful completion of all reporting requirements following project completion.

### **8.7 Contractual Obligations**

Successful applicants will be required to sign a provincial contribution agreement containing clauses regarding, among other things, items such as insurance, arm's length requirements, communications (including project signage), reporting requirements, and obligations with respect to consultations with Indigenous groups.

Successful applicants will be required to obtain a municipal council resolution or board of director/governing body resolution or letter of agreement to execute the project level contribution agreement with the province. Joint applicants will be required to enter into a joint partnership agreement and must provide a copy of that agreement to Ontario. For cases where the applicant is not the asset owner, the province will provide additional support to coordinate the execution of the transfer payment agreement.

Successful municipalities will also be required to complete an Asset Management Self-Assessment prior to signing their contribution agreement.

### **8.8 Reporting Requirements**

Specific reporting requirements will be outlined in individual transfer payment agreements.

## **9. Consultations with Indigenous Peoples**

The Government of Canada, the Government of Ontario and municipalities [may have a duty to consult and, where appropriate, accommodate Indigenous peoples](#) (e.g., First Nation and Métis communities) where an activity is contemplated that may adversely impact an established or asserted Aboriginal or treaty right.

## **Investing in Canada Infrastructure Program – Community, Culture and Recreation Funding Stream Ontario Program Guidelines**

Before providing funding to a project, the Government of Ontario will assess whether its duty to consult obligations are engaged. If the duty to consult is triggered, Ontario may delegate the procedural aspects of consultation to project proponents. Therefore, it is important that all applicants recognize that a duty to consult process may be necessary and appropriately plan for this work (e.g., resources, time, etc.) as part of their funding submission. *The application form contains preliminary questions to begin considering the potential that a duty to consult may exist.*

Consultation requirements will vary depending on the size and location of the project in question and the depth and scope of the project's potential adverse impacts on Aboriginal treaty rights. For successful applications, the province will provide further details in writing surrounding specific consultation requirements, including which communities require consultation. Throughout the duration of the project applicants should ensure they are fulfilling the duty to consult requirements delegated to them.

### **10. Further Information**

Please contact a [Regional Advisor](#) or the ICIP Community Culture and Recreation team can be reached by telephone at

**1-888-222-0174** or by email at [ICIPculture@ontario.ca](mailto:ICIPculture@ontario.ca).

**Investing in Canada Infrastructure Program – Community, Culture and Recreation  
Funding Stream Ontario Program Guidelines**

## **Appendix A – Technical Criteria**

The province will assess and prioritize projects for federal nomination and funding based on the following criteria, aligned with provincial objectives:

### **Provincial Objective A: Meets Community and User Needs**

#### **Criterion 1: Community Need**

Applications must demonstrate that the proposed project is filling a clearly identified and documented service level gap and that there is a need in the community for the services that will be provided. Applicants should demonstrate that community members are in need of proposed services, and that the project will provide them with access to the required services. This may include both quantitative elements (e.g., demographic data), and qualitative elements (e.g., evidence that the community lacks access to services). Additional consideration will be given to projects focusing on vulnerable populations and/or Indigenous people (First Nations, Métis and Inuit populations).

#### **Criterion 2: Funding Need for Proposed Project**

Projects will be assessed according to greater funding need, including the cost of the proposed project per household, median household income and weighted property assessment per household. **Note:** for Indigenous Communities, proxy values may be applied.

In general, applicants with greater funding need (i.e., higher project cost per household, lower median household income, lower weighted property assessment per household) will be more competitive in the evaluation process. However, applicants **must still be able to fund all project costs and potential cost over-runs to be eligible for funding.**

Applicants should clearly note whether user fees or other sources of revenue are collected at the facility.

### **Provincial Objective B: Promotes Good Asset Management**

#### **Criterion 3: Provincial Land-Use Planning**

Projects must be aligned and support the expected and required provincial priorities and outcomes, as set out in provincial land use policy, provincial land use plans, and municipal official plans and supported by policy direction in the Provincial Policy Statement (PPS).

#### **Criterion 4: Efficiencies Through Joint Projects**

Additional consideration will be given to joint projects for providing benefit to multiple communities and generating efficiencies and community benefits.

#### **Criterion 5: Project Readiness**

Applications must demonstrate that planning is underway and that the projects are ready to begin, to ensure completion within federal timelines.

**Investing in Canada Infrastructure Program – Community, Culture and Recreation  
Funding Stream Ontario Program Guidelines**

**Provincial Objective C: Represents Good Value for Money**

**Criterion 6: Financial Risk Assessment and Due Diligence**

The Province will conduct a financial risk assessment to ensure that sufficient resources are available to support project completion, including coverage of any cost overruns. Projects should have a financial plan in place to operate the assets and not seek senior level government support for operational funding. The Province may request additional supporting documentation upon review of the application.

**Criterion 7: Organizational Capacity for Implementation**

Projects will be evaluated based on organizational capacity. Organizations must demonstrate capacity to carry out capital project and implement the requested project and to manage ongoing costs related to operating the facility. Applicants must demonstrate that organizations (or partners) have sufficient funding to commit to the project (i.e., funding in place for the cost-shared amount, or demonstrated ability to fundraise the required amount).

**Criterion 8: Developed Operational Plan**

Applicants must demonstrate that there is a strong operational plan in place for the ongoing operation of the facility. This will include alignment with asset management plans for municipalities and may include memoranda of understanding for joint projects/partnerships.

**Provincial Objective D: Fosters Greater Accessibility**

**Criterion 9: Accessibility**

Applications must demonstrate that projects will meet the highest published accessibility standards in alignment with the Accessibility for Ontarians with Disabilities Act (AODA) and the Ontario Building Code. Projects will additionally be evaluated based on exceeding minimum standards; use of Universal Design Principles, accessible guidelines and innovative solutions to increasing accessibility.

## **Appendix B – Federal Program Parameters**

In the event of any conflict, contradiction or inconsistency in interpretation, the federal language in the Appendix shall prevail over summaries provided in the body of the guidelines.

### **I. Eligible Recipients**

Eligible recipients for the Community, Culture and Recreation funding stream, subject to the terms and conditions of the Canada-Ontario ICIP Agreement, include:

- a) An Ontario municipal or regional government established by or under provincial statute;
- b) An Ontario's broader public sector organizations (school boards, hospitals, colleges and universities). These entities can apply for funding of projects outside of their regular business. However, core business functions are not eligible (e.g., health and education services).
- c) Non-profit organizations
- d) First Nations and Indigenous Communities



## Investing in Canada Infrastructure Program – Community, Culture and Recreation Funding Stream Ontario Program Guidelines

### II. Procurement

- Successful applicants must award **third-party** contracts in a way that is fair, transparent, competitive and consistent with value-for-money principles, or in a manner otherwise acceptable to Canada, and if applicable, in accordance with the *Canadian Free Trade Agreement* and international trade agreements. Applicants must adopt a value for money procurement approach. Any requests for sole source procurement exemptions will be evaluated on a case-by-case basis and requires **pre-approval** by the federal and provincial governments. **Sole source procurement is not encouraged as approval is not guaranteed.** (Refer to Section 4.5 above)

### III. Climate Lens Assessment

Applicants with projects that have a **total eligible cost of \$10 million or more** are required to complete a climate lens assessment using methodologies developed by the federal government after federal government approval of the project. The climate lens assessment consists of two potential assessments for projects being brought forward for funding which include a greenhouse gas (GHG) mitigation assessment and a climate change resilience assessment. Visit Infrastructure Canada's [Climate Lens – General Guidance](#) webpage for information on how to complete the assessment.

Costs associated with completing climate lens assessments are eligible before project approval but can only be paid if and when a project is approved by Canada for contribution funding under this Agreement.

Applicants are permitted to defer the Climate Lens assessment at the time of application, with the rationale that the Climate Lens assessment will be conducted during the detailed design phase of the project.

Applicants can contact the [Climate Services Support Desk](#) to obtain standardized climate lens data that can be used to support the completion of climate lens assessments.

### IV. Community Employment Benefits

Applicants with projects that have a **total eligible cost of \$10 million or more** are required to report on community employment benefits provided to at least three federal target groups (apprentices - from traditionally disadvantaged communities, Indigenous peoples, women, persons with disabilities, veterans, youth, new Canadians, or small-medium-sized enterprises and social enterprises). Visit the Community Employment Benefits General Guidance webpage for more information. Additional details on this reporting will be provided to Recipients when applicable.

### V. Environmental Assessment

No site preparation, vegetation removal or construction will occur for a Project and Canada and Ontario have no obligation to pay any Eligible Expenditures that are capital costs, as determined

## **Investing in Canada Infrastructure Program – Community, Culture and Recreation Funding Stream Ontario Program Guidelines**

by Canada and Ontario, until Canada and Ontario are satisfied that the federal requirements are met and continue to be met:

- Requirements under the *Canadian Environmental Assessment Act, 2012* (CEAA, 2012),
- other applicable federal environmental assessment legislation that is or may come into force during the term of this Agreement, and;
- other applicable agreements between Canada and Indigenous groups (also referred to as Indigenous Peoples).

### **VI. Indigenous Consultation**

No site preparation, vegetation removal or construction will occur for a Project and Canada and Ontario have no obligation to pay any Eligible Expenditures that are capital costs, as determined by Canada and Ontario, until Canada and Ontario is satisfied that any legal duty to consult, and where appropriate, to accommodate Indigenous groups (also referred to as Indigenous Peoples) or other federal consultation requirement has been met and continues to be met. If required, Canada must be satisfied that for each Project:

- a) Indigenous groups have been notified and, if applicable, consulted;
- b) If applicable, a summary of consultation or engagement activities has been provided, including a list of Indigenous groups consulted, concerns raised, and how each of the concerns have been addressed, or if not addressed, an explanation as to why not;
- c) Accommodation measures, where appropriate, are being carried out by Ontario or the Ultimate Recipient and these costs may be considered Eligible; and
- d) Any other information has been provided that Canada may deem appropriate.

**Investing in Canada Infrastructure Program – Community, Culture and Recreation  
Funding Stream Ontario Program Guidelines**

## **Appendix C – Asset Management Regulation Phase-In Schedule [municipalities only]**

### **Asset Management Plan**

Ontario Regulation 588/17- Asset Management Planning for Municipal Infrastructure, or the Asset Management Regulation sets out new requirements for undertaking asset management planning. The regulation will be phased in over a 6-year period, with progressive requirements for municipalities with respect to their asset management plans.

### **Asset Management Phase-in Schedule**

<b>Date</b>	<b>Milestone</b>
<b>July 1, 2019</b>	Date for municipalities to have a finalized strategic asset management policy that promotes best practices and links asset management planning with budgeting, operations, maintenance and other municipal planning activities.
<b>July 1, 2021</b>	Date for municipalities to have an approved asset management plan for core assets (roads, bridges and culverts, water, wastewater and stormwater management systems, arenas, theatres) that identifies current levels of service and the cost of maintaining those levels of service.
<b>July 1, 2023</b>	Date for municipalities to have an approved asset management plan for all municipal infrastructure assets that identifies current levels of service and the cost of maintaining those levels of service.
<b>July 1, 2024</b>	Date for municipalities to have an approved asset management plan for all municipal infrastructure assets that builds upon the requirements set out in 2023. This includes an identification of proposed levels of service, what activities will be required to meet proposed levels of service, and a strategy to fund these activities.

Recipients will also be required to complete an Asset Management Self-Assessment prior to signing their TPA.

For more information about asset management planning, as well as tools and supports available to help municipalities develop and improve their plans, please visit the <http://www.ontario.ca/assetmanagement>.



## Report to Committee of the Whole

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**To:** Mayor Linton and Members of Council

**Report:** CS2022-05

**Prepared By:** Dorothy Smith, Manager of Community Development, Festivals, Culture and Tourism

**Date:** 19 Apr 2022

**RE:** Riverfest Elora in Bissell Park 2022

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### **Recommendation:**

THAT the Council of the Township of Centre Wellington authorizes Riverfest Elora to be held in Bissell Park with amplification of music between 3:00 pm and 11:30pm on the Friday, August 19th and 12:00 pm and 11:30 pm on the Saturday, August 20th and between 12:00 pm and 11:30 pm on Sunday, August 21st subject to the organizers planning and implementing the requirements to ensure Public Safety as required by the Alcohol Gaming Commission of Ontario, Ontario Provincial Police and the Centre Wellington Municipal Alcohol Policy;

AND THAT the Council of the Township of Centre Wellington approves Riverfest Elora scheduled for the third weekend in August at Bissell Park as a Significant Municipal event in order to serve and sell alcohol during the event;

AND THAT the Council of the Township of Centre Wellington grants an exemption from By-law 5001-05 the Township Noise Control By-law from 11:00 pm to 11:30pm on Friday, Saturday and Sunday night.

### **Summary:**

Lot 18 Productions is a local organization that holds an annual musical event. In order for them to apply for a Special Occasion Permit to serve alcohol at the event they require the Township of Centre Wellington Council to recognize the event as a Municipally Significant event. Lot 18 Productions hosts this public ticketed event with the assistance of Riverfest Elora volunteers and they adhere to all applicable local and provincial requirements. The event organizers deliver this event while considering the ongoing activities at Bissell Park such as the farmers market and KIPP.

Staff work closely with event organizers to facilitate their requirements through a permitted special event booking at Bissell Park. The special event booking is subject to the organizers planning and implementing the requirements to ensure Public Safety as

required by the Alcohol Gaming Commission of Ontario, Ontario Provincial Police and the Centre Wellington Municipal Alcohol Policy.

**Report:**

The annual Riverfest Elora event has taken place for the past 11 years. The first 2 years the event has been held at the Elora Centre for the Arts and since 2011 the event has been held at Bissell Park in Elora. Lot 18 Productions is a local organization supported by approximately 500 volunteers to hold this annual event.

Riverfest Elora is an all age's musical event which was founded by Elora artist Marilyn Koop in 2009. Marilyn Koop passed away in 2012 and the festival continues in her memory. Lot 18 Productions has requested Bissell Park for a ticketed musical production open to the public on Friday, August 19th from 3:00 pm. to 11:30 pm. Saturday, August 20th from 12:00 pm. to 11:30pm and Sunday, August 21st from 12:00 pm. to 11:30 pm. Tickets are being sold in advance and at the event.

Based upon the projected attendance figures the AGCO will require specific detail and compliance from Lot 18 Productions with items to ensure Public Safety during the event. As well, Lot 18 Productions will comply with the Centre Wellington Municipal Alcohol Policy and provide liability insurance of \$5 million to the Township. The event organizers are responsible to obtain and pay for the appropriate police presence and professional security for this event. Volunteers will set up and clean the area in a timely manner.

Being as the event is of a musical nature obviously noise will be generated during the event. Event organizers will make personal contact with residents adjacent to Bissell Park to make them aware of the event. The township noise By-Law 5001-05 Schedule 3 exempts (f) sporting, recreational and entertainment events in public parks, buildings or grounds authorized by the municipality. (g) musical and other performances in public parks, building or grounds authorized by the municipality. Their programming ends at 11pm each night, the extension is to give the event a buffer if a band happens to play slightly over the allotted time.

Lot 18 Productions are responsible to facilitate and pay for the following items;

- AGCO special occasion permit application
- Security fencing for the perimeter of the event
- Security and off duty paid police officers as required by the AGCO and Centre Wellington Municipal Alcohol Policy
- Portable washrooms to accommodate the anticipated crowd
- Food services as required by the AGCO
- Staging, sound system, lighting and electrical requirements
- Promotional, transportation and advertising services for the event
- Clean up of the area during and post event



**Corporate Strategic Plan:****Strong Local Economy**

- Facilitate new business coming to Centre Wellington
- Facilitate new retail uses to meet the needs of a growing community
- Promote tourism

**Active and Caring Community**

- Expand indoor recreation facilities to meet the needs of a growing population
- Support the caring organizations in the the community
- Care for our Natural Environment
- Support the heritage of our community

**Good Government**

- Review government structure
- Enhance communications and teamwork on council and between council and staff
- Enhance communication and engagement with the public

**Financial Implications:**

The Community Services department are in the process of preparing a rental contract for the use of Bissel Park during this weekend and the days leading up to the event for set-up and tear-down.

Additional required services will be delivered at cost recovery.

**Approved By:**

Pat Newson, Managing Director of Community Services, Managing Director of  
Community Services

Dan Wilson, Chief Administrative Officer



## Report to Committee of the Whole

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**To:** Mayor Linton and Members of Council

**Report:** CS2022-08

**Prepared By:** Dorothy Smith, Manager of Community Development, Festivals, Culture and Tourism

**Date:** 19 Apr 2022

**RE:** Elora Sculpture Project

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### **Recommendation:**

THAT the Council of the Township of Centre Wellington support the recommendation by the Community Services Advisory Committee to pursue the purchase of the Skipping Girl sculpture from the artist Tim Dolman and that the purchase include a base to accommodate this sculpture.

AND THAT the Council of the Township of Centre Wellington support the recommendation by the Community Services Advisory Committee to place this sculpture at the location identified on the map of O'Brien Park in Elora as attached to report CS2022-08.

### **Summary:**

The Skipping Girl sculpture was endorsed by the Community Services Advisory Committee as an alternative project representing the Jack R. MacDonald donation to the community of Elora. The Elora Sculpture Committee was initially the recipient of the MacDonald funding but due to loss of members and the inability to move forward with this project, the agreement was rescinded, and other options were explored by staff. Council directed staff to work with the Community Services Advisory Committee on options to bring back to Council for consideration.

### **Report:**

In 2018 a significant donation was received from the late Jack R. MacDonald estate, with the condition that all monies received were to be used solely for the community benefit of Elora. Many applications were received, and 8 successful applications were awarded funding. The Elora Sculpture Committee was awarded \$25,000 to commission a sculpture that represented Mr. MacDonald's legacy and his generous donations to the Village of Elora. Many factors contributed to the Elora Sculpture Committee's decision to not pursue this project including agreeing to a location, loss of committee members, etc. that the committee agreed it was best to rescind their agreement with the township and staff would pursue other options.

Staff presented to the Community Services Advisory Committee some other options to consider for this project including a sculpture titled "The Skipping Girl" which is a bronze sculpture designed by the artist Tim Dolman. This particular sculpture seemed to fit with Mr. MacDonald's legacy as the majority of Mr. MacDonald's fortune was donated to the Seattle Children's Research Institute for pediatric research. The committee agreed this was a good option to honor Mr. MacDonald's legacy.

Upon reviewing locations to place this sculpture, it was suggested the committee consider the following locations:

- 1) The Elora Community Centre, near the playground area.
- 2) O'Brien Park, in the green space opposite the splash pad.
- 3) The Elora Library

At the Community Services Advisory Committee meeting of April 6th, 2022, the following recommendation was made by the committee:

**RECOMMENDATION:**

THAT the Community Services Advisory Committee support the recommendation to pursue the purchase of the Skipping Girl sculpture from the artist Tim Dolman and that the purchase include a base to accommodate this sculpture.

AND THAT Community Services Advisory Committee support the decision to place this sculpture at the location identified on the attached map of O'Brien Park in Elora.

**Corporate Strategic Plan:**

Strong Local Economy

- Promote tourism

Active and Caring Community

- Support the caring organizations in the the community

**Financial Implications:**

The approved funding allocation for this project is \$25,000.

Purchases of the Skipping Girl sculpture: \$8,600 plus hst.

Sculpture base: \$ 600 plus hst.

Install: \$1,500 - \$2,500 plus hst.

Upon completion of this project, and the final costs are determined, a recommendation will be made regarding the balance of the remaining funds.

**Consultation:**

Community Services Advisory Committee

Pat Newson, Managing Director, Community Services

Mathieu Alain, Landscape Architect

Attachments:

- [Appendix A Photo of Skipping Girl Sculpture](#)
- [Appendix B O'brien splash pad location](#)

**Approved By:**

Pat Newson, Managing Director of Community Services, Managing Director of  
Community Services

Dan Wilson, Chief Administrative Officer







Location Map



0 0.0175 0.035 km  
1:1,059

Sources:  
Rural Fabric: Wellington County, 2020, Teranet, 2002.  
Orthophotography: MNR, 2015.  
May include material © 2021 The Queen's Printer for Ontario,  
County of Wellington and the Grand River Conservation Authority.  
Date Saved: 2022-03-08 3:10:31 PM

Data provided herein is derived from sources with varying levels of accuracy and currency. This is not a survey product. The Township of Centre Wellington disclaims all responsibility for the accuracy or completeness of information contained herein. The Township of Centre Wellington assumes no responsibility for errors arising from use of these mapping products. All rights reserved. May not be reproduced without permission.  
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## Report to Committee of the Whole

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**To:** Mayor Linton and Members of Council

**Report:** IS2022-06

**Prepared By:** Colin Baker, Managing Director of  
Infrastructure Services

**Date:** 19 Apr 2022

**RE:** Early Payment Agreement/Credit Agreement for Offsite Works, Phase 2 and 3 of  
Draft Plan 23T-16003 (Storybrook)

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### **Recommendation:**

THAT the Council of the Township of Centre Wellington authorize the Mayor and Clerk to execute an Early Payment Agreement among the Township of Centre Wellington, Sorbara/Tribute Nigus Holdings Inc., Sorbara Storybrook LP, and Tribute (Fergus) Limited in respect of offsite works related to Draft Plan of Subdivision 23T-16003 as outlined in Report No. IS2022-06.

### **Summary:**

The Township, Developer, and Builders in the Storybrook Subdivision in Fergus have successfully negotiated the terms of an Early Payment Agreement for funding the growth-related costs for the Beatty Line Improvements. Under the Agreement, the Developer is responsible for front-ending the growth-related costs of \$3,927,222.00 in advance of tendering the construction contract for the Beatty Line reconstruction project (also referred to as "Offsite Works"). There are provisions in the Agreement to adjust the estimates and the growth-related funds provided to the Township based on the actual cost of the Offsite Works.

Certain lands adjacent to the Beatty Line road allowance are required to accommodate the road widening, multi-use path, and roundabout at Colborne Street. The Early Payment Agreement includes acquisition of required lands from the Developer to accommodate the Beatty Line construction and the future roundabout.

### **Report:**

#### Background

Sorbara/Tribute Nigus Holdings Inc. is the Developer of the subdivision known as Storybrook on the west side of Fergus, west of Beatty Line. The first phase of the subdivision was the subject of a Subdivision Agreement executed in the summer of 2017.

Servicing of Phase 1 was completed and all of the lots in Phase 1 have had building permits issued. In October 2019, the Township and the Developer entered into a Service Financing Commitment Agreement for the Beatty Line and Millage Lane / Elloit Avenue intersection upgrades, which included turning lanes, pedestrian signals, curb/gutter, storm sewers, and the start of the multi-use path on the west side of Beatty Line. The intersection improvements were constructed in 2020.

The Subdivision Agreement for the second phase of the subdivision (Phase 2A) was executed in the fall of 2020. The Phase 2A Subdivision Agreement contains the following condition:

*19. Prior to the execution of an additional subdivision agreement impacting future phases or stages of Plan 23T-16003 the municipality and the developer shall negotiate a Service Financing Agreement regarding external improvements to Beatty Line.*

The Developer has requested that the Service Financing for the Beatty Line works take the form of an Early Payment Agreement similar to the agreement entered into for funding the offsite infrastructure works on Tom Street and St. Andrew Street in Fergus related to Phase 2 of the Sorbara Summerfields Subdivision. Staff are pleased to report that the Township and Developer have successfully negotiated the terms of an Early Payment Agreement for funding growth-related costs for the Beatty Line Improvements. The purpose of this report is to present the Early Payment Agreement to Township Council for their consideration.

#### Beatty Line Improvements

As part of the 2022 Budget process, Council approved a capital project for the design of the Beatty Line. The planned improvements to Beatty Line include converting the existing road from a rural cross section to an urban cross section that suits its status as a major urban collector road and provides for active transportation opportunities. The preliminary design for Beatty Line has been completed. The Beatty Line improvements will include:

- Extension of the multi-use path from its current terminus at the Nichol Drain south to the Elora Cataract Trail parking lot;
- Roundabout at the Beatty Line and Colborne Street intersection and raised centre medians for traffic calming;
- Provision for a future sidewalk on the east side of Beatty Line from Millage Lane to St. Andrew Street to correspond with future development;
- Curbs, gutters, storm sewers, and streetlights;
- Dedicated left turn lanes on Beatty Line (southbound) at Garafraxa Street, on Beatty Line (northbound) at Fredrick Campbell Street (County Campus Entrance) and on Garafraxa Street (westbound) at Beatty Line;
- Centre turning lane on Beatty Line between Hill Street and Garafraxa Street; and
- Extension of the sanitary sewer on Beatty Line at Garafraxa Street north to service future development lands.

The multi-use path will provide for a continuous active transportation link from the main entrance of the Storybrook Subdivision to the Elora Cataract Trail, Trestle Bridge Trail and existing sidewalks on Beatty Line and St. Andrew Street. The project will require some relocation of existing utilities; however, the overhead hydro and telecommunications infrastructure will remain overhead. A streetscaping program will be included in the project to enhance the Township's urban forest tree canopy.

Beatty Line Improvements are included in the Township's *Development Charges Background Study* (2021) which was approved by Council in March 2021.

The total estimated cost of the Beatty Line improvements from Millage Lane to St. Andrew Street is \$5,593,400.00. The cost estimate breakdown for Beatty Line is as follows:

Growth-Related Costs =	\$3,927,222.00
Non-Growth Related Costs =	\$1,449,928.00
Post-Period Benefit Costs =	\$216,250.00
Total Estimated Cost =	\$5,593,400.00

#### Early Payment Agreement

Staff are pleased to report to that the Township and Developer have successfully negotiated the terms of an Early Payment Agreement for funding the growth-related costs for the Beatty Line Improvements. The Early Payment Agreement is provided in **Attachment #1**. Under the Agreement, the Developer is responsible for front-ending the growth-related costs of \$3,927,222.00 in advance of tendering the construction contract for the Beatty Line reconstruction project (also referred to as "Offsite Works"). There are provisions in the Agreement to adjust the estimates and the growth-related funds provided to the Township based on the actual cost of the Offsite Works.

As the Builders, namely Sorbara Storybrook LP and Tribute (Fergus) Limited, apply for building permits for new construction in Phase 2A, 2A+, and 2B, the Development Charge Pre-Payment will be credited against the Development Charges owing at the time of building permit issuance. A deduction to the growth-related pre-payment will be made to account for Development Charges paid by the Developer prior to the required Payment Date and subsequent to executing the Early Payment Agreement.

Certain lands adjacent to the Beatty Line road allowance are required to accommodate the road widening, multi-use path, and roundabout at Colborne Street. The Early Payment Agreement includes acquisition of required lands from the Developer to accommodate the Beatty Line construction and the future roundabout.

Staff request that Council authorize the Mayor and Clerk to execute the Early Payment Agreement as provided in **Attachment #1**.

### Next Steps

The construction of the Beatty Line improvements is scheduled for the 2023 construction season as per the Township's capital forecast. In preparation for tendering and construction in 2023, Township staff are in the process of acquiring lands along the corridor to facilitate the road widening, multi-use path, and the construction of the roundabout at Colborne Street; finalizing the Beatty Line Improvements design; and preparing contract documents.

### **Corporate Strategic Plan:**

Safe and Well-Maintained Roads and Infrastructure

1.4 - Examine additional opportunities for local traffic management such as roundabouts and traffic calming measures in residential areas, as well as more walkable communities.

3.2 - Continue to identify and provide trails, bike lanes, and walkways within and between neighbourhoods and communities.

3.3 - Promote complete urban streets and other initiatives to improve pedestrian and cyclist safety.

### **Financial Implications:**

Developer is providing front end financing of the growth related portion of the works. The non-growth and post-period benefit costs will be funded by the Township. The Township is in discussions with the County of Wellington regarding funding the non-growth related costs on Beatty Line between Garafraxa Street and the St. Andrew Street related to existing and proposed development in the County Campus lands.

### **Consultation:**

This report was prepared in consultation with Dan Wilson, Chief Administrative Officer, Brett Salmon, Managing Director of Planning and Development, Adam Gilmore, Manager of Engineering, Brandon Buehler, Engineering Technologist (Water/Wastewater), Triton Engineering Services Ltd., and the Township's Legal Counsel, Peter Pickfield at Garrod Pickfield LLP.

Attachments:

- [22.04.04 - DRAFT Early Payment Agreement - v1.4 - FINAL signed by Developer and Builders](#)

### **Approved By:**

Dan Wilson, Chief Administrative Officer

**EARLY PAYMENT AGREEMENT – OFFSITE WORKS**

**THIS AGREEMENT** made and effective as of the      day of      , 2022.

**AMONG:**

**THE CORPORATION OF THE TOWNSHIP OF CENTRE WELLINGTON**

(the “Township”)

**and**

**SORBARA/TRIBUTE NIGUS HOLDINGS INC.**

(the “Developer”)

**and**

**SORBARA STORYBROOK LP**

(the “Sorbara Builder”)

**and**

**TRIBUTE (FERGUS) LIMITED**

(the “Tribute Builder”)

**WHEREAS:**

- I. The Developer is the registered owner of the lands described in Schedule “A” to this Agreement and as shown on Schedule “B” to this Agreement, which lands are the subject matter of draft plan approval 23T-16003, approved by the County of Wellington, for a residential subdivision known as the “Storybrook Subdivision” within the Township, which the Developer proposes to service and develop in phases;
- II. Certain works for improvements to the Beatty Line corridor external to the limits of the Storybrook Subdivision (the “Offsite Works”) are proposed to be undertaken as described in Schedule “C” to this Agreement the costs of which have been estimated by the Township;
- III. The draft plan approval contains conditions related to a financing agreement of certain services to ensure the construction and financing of all Offsite Works deemed necessary by the Township;



- IV. The Developer and the Township (collectively, the “**Parties**”) have agreed that the Offsite Works are to be jointly funded between the Township and the Developer as set out in this agreement;
- V. Section 27 of the *Development Charges Act*, 1997, S.O. 1997, c. 27 (the “**Act**”) authorizes a municipality to enter into an agreement with a person who is required to pay a development charge providing for all or any part of a development charge to be paid before or after it would otherwise be payable;
- VI. The Developer hereby directs that the prepayment of Development Charges under this Agreement by the Developer is to be credited to the Sorbara Builder and the Tribute Builder pursuant to the terms of this Agreement.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of good and other valuable consideration and the sum of Two Dollars (\$2.00) of lawful money of Canada now paid by each of the Parties to each other, the receipt whereof is hereby acknowledged, the Parties hereby covenant, promise and agree with each other as follows:

## **PART 1 - DEFINITIONS AND GENERAL PROVISIONS**

### **Definitions**

1. In this Agreement including in the recitals above,

“**Act**” means the *Development Charges Act*, 1997, S.O. 1997, c. 27;

“**Agreement**” means this Agreement;

“**As Constructed Cost**” means the final cost of construction of the Offsite Works immediately following Completion, which shall include the actual construction cost, all related taxes, all related engineering services, and the Township’s Costs;

“**Business Day**” means any day other than a Saturday, Sunday or statutory holiday;

“**By-law**” means the Development Charge By-law Number 2021-011, enacted by the Township under the Act which sets out the development charges applicable within the Township, including for the Summerfields Subdivision;

“**Completion**” has the same meaning as set out in subsection 2(3) of the *Construction Act*, R.S.O. 1990, c. C.30;

“**Development Charge**” means a charge for development as defined in the By-law, as may be amended or any successor by-law;

“**Date of Tender Award**” means the date at which the contract for undertaking the Offsite Works is awarded following the Township’s bidding and tender process;

“**Offsite Works**” means the works located in and along Beatty Line North in the Township that include the extension of a multi-use path, urbanizing Beatty Line North, storm sewers and associated utility works and connections, more particularly described in Schedule “C” to this Agreement;

### **General Matters**

2. The statements contained in the recitals, which are to be read as an integral part of this Agreement, are true and correct.
3. The Lands owned by the Developer are described and listed in Schedule "A" to this Agreement and are shown on Schedule "B" to this Agreement.
4. The approximate location of the Offsite Works as at the time of execution of this Agreement is shown on Schedule "D" to this Agreement.

### **PART 2 – PROJECT PAYMENTS**

5. The Developer will pay the growth-related costs as identified in Schedule "C" to this Agreement, estimated at three million nine hundred twenty seven thousand two hundred and twenty two dollars, of the Offsite Works, as the early payment of development charges for the roads services, (\$3,927,222.00) ("Estimated Cost") before they are otherwise payable, pursuant to the terms of this Agreement, less Roads Development Charges paid in association with the Draft Plan of Subdivision 23T-16003 prior to the "Payment Date" inclusive of those paid subsequent to the execution date of this Agreement.
6. The Township will fund the non-growth related component of the Offsite Works, as identified in Schedule "C" to this Agreement, estimated at one million four hundred forty nine thousand nine hundred and twenty eight dollars (\$1,449,928.00).
7. The Township will fund the post period benefit component of the Offsite Works, as identified in Schedule "C" to this Agreement, estimated at two hundred and sixteen thousand two hundred and fifty dollars (\$216,250.00).

### **PART 3 – PAYMENTS AND ADJUSTMENTS**

8. On or before 45 days after receipt of notice from the Township to the Developer of the Township's intent to issue the tender for the Offsite Works (the "Payment Date"), the Developer will provide to the Township the payments set out in section 5 of this Agreement in the form of bank drafts or certified funds from a Canadian chartered bank satisfactory to the Township's Treasurer.
9. The estimated costs of the Offsite Works shall be adjusted on the Date of Tender Award and the Township shall issue notice containing the adjusted estimated costs and the Developer agrees to provide additional payment(s) to the Township within five (5) business days of the date of such notice, in the same manner as provided for in Section 8 of this Agreement, for the difference between the adjusted costs and the estimated costs as set out in Part 2 of this Agreement.
10. Following completion of the construction of the Offsite Works to the satisfaction of the Township and the determination of the As Constructed Cost of the Offsite Works by the Township's Engineers, such amount shall be compared to the estimated cost of the Offsite Works as adjusted by the operation of section 9 of this Agreement, by the Township.

11. In the event that the As Constructed Cost of the Offsite Works is less than the amount of the estimated cost of the Offsite Works as adjusted by the operation of section 9 of this Agreement, then the Township shall within sixty (60) days of the determination of the As Constructed Cost release any unused monies in the amount by which the estimated cost of the Offsite Works as adjusted by the operation of section 9 of this Agreement exceeds the As Constructed Cost of the Offsite Works.
12. In the event that the As Constructed Cost of the Offsite Works exceeds the estimated costs of the Offsite Works as adjusted by the operation of section 9 of this Agreement, the Developer shall, no later than sixty (60) days of the date of a written demand from the Township pay to the Township the amount of the excess by way of certified funds or bank draft from a Canadian chartered bank satisfactory to the Township's Treasurer failing which the Township shall refuse to authorize the registration of any further plans of subdivisions for the Developer until the Township has recovered the amount of such excess.

#### **PART 4 – PRE PAYMENT & APPLICATION OF PRE PAYMENT**

13. The Estimated Costs, which are a "Development Charge Pre-Payment" totalling three million nine hundred and twenty seven thousand two hundred and twenty two dollars (\$3,927,222.00) for the Growth-Related Offsite Works are to be allocated as follows for the listed service areas, subject to adjustment pursuant to the terms of this Agreement:
  - a. Roads, Drainage, Utilities & Multi-Use Path - three million seven hundred and ten thousand nine hundred and seventy two dollars (\$3,710,972.00);
  - b. Sanitary Sewers – two hundred sixteen thousand two hundred and fifty dollars (\$216,250.00).
14. The adjustments made to the Development Charge Pre-Payment by operation of section 9, 10, 11, and 12 of this Agreement shall be allocated in proportion to the allocation set out in section 13 of this Agreement and any adjusted amounts shall form part of the Development Charge Pre-Payment.

The Development Charge Pre-Payment relates to residential units that may be constructed in Phases of Draft Plan of Subdivision 23T-16003 in relation to the growth-related costs of the Offsite Works.
15. The Sorbara Builder and the Tribute Builder will seek building permits in bulk rather than individually, and will provide ten (10) Business Days' notice to the Township's Treasurer of its intent to apply for building permits.
16. The Development Charge Pre-Payment will be credited against Development Charges owing at time of building permit issuance, until such Development Charge Pre-Payment is allocated and applied in full by service area, with fifty percent of the total Development Charge Pre-Payment credited to the Sorbara Builder and fifty percent of the total Development Charge Pre-Payment credited to the Tribute Builder, as follows:
  - a. The Development Charge Pre-Payment per service area per unit will be based on the Development Charge rates in effect at the time this agreement is signed, and such rates will remain in effect until the Development Charge Pre-Payment is allocated and applied in full by service;
  - b. Development Charges owing for services that are not part of the Development Charge Pre-Payment are to be paid in full at the Development Charge Rates in place at the time of building permit issuance in accordance with the Act;

- c. Once the Development Charge Pre-Payment is fully allocated and applied in full by service area, remaining Development Charge amounts owing for these services will be based on Development Charge Rates in place at the time of building permit issuance.
17. No interest shall be paid to the Developer on the Development Charge Pre-Payment.
18. Any Development Charge credits owing between Sorbara Builder and Tribute Builder will be dealt with separately between Sorbara Builder and Tribute Builder, with the Township responsible only for ensuring that the amounts are credited are in accordance with section 16 of this Agreement.

#### **PART 5 – TIMING OF OFFSITE WORKS**

19. On 45 days notice to the Developer, the Township will issue a call for tenders for the Offsite Works pursuant to the Township's Purchasing By-law Number 2013-093 as amended or any successor by-laws on or before January 31, 2023, but no earlier than December 1<sup>st</sup> 2022.
20. The Township will ensure that the tender issued pursuant to section 19 of this Agreement contains a provision that Construction of the Offsite Works will commence on or before May 31, 2023 subject to Council approval of the Offsite Works in future Township Budget processes.
21. Notwithstanding the foregoing sections 19 and 20 of this Agreement, the Township may alter the dates set out in such sections at its sole discretion, may include a force majeure clause in such tender as it pertains to deadline dates and milestones and otherwise retains its discretion with regard to the issuance of the tender and the award of the contract for the construction of the Offsite Works.

#### **PART 6 – TRANSFER OF REQUIRED LANDS**

22. The Developer acknowledges and agrees to transfer the required lands at no cost to the Township as identified in Schedule "E" to accommodate the reconstruction of Beatty Line across the development's frontage.

#### **PART 7 - GENERAL ADMINISTRATIVE PROVISIONS**

##### **Indemnity**

23. The Developer, Sorbara Builder, and Tribute Builder, jointly and severally, agree to indemnify and save harmless the Township Council Members, employees, elected officials, contractors, subcontractors and agents against all actions, causes of action, suits, claims and demands whatsoever, which may arise either directly or indirectly by reason of the Township, the Developer, Sorbara Builder, and Tribute Builder entering into this Agreement, including but not limited to
- a. a breach by the Developer of their obligations under this Agreement;
  - b. any dispute arising with respect to the cost of services or application for credits pursuant to this Agreement; and

- c. any claim, action or proceeding related to any loss, damage or injury related to or in connection with the Offsite Works.
- 24. Without limiting the foregoing indemnity, the Developer, Sorbara Builder, and Tribute Builder hereby releases the Township and its employees, elected officials, officers, representatives and agents from any liability for losses, damages, costs and claims of any kind arising out of or in connection with this Agreement.
- 25. Notwithstanding the foregoing, the Developer, Sorbara Builder, and Tribute Builder shall not be responsible for indemnifying the Township to the extent of the Township's own negligence or the negligence of the Township's employees, elected officials, officers, representatives and agents.

#### **Notices**

- 26. Any notice, demand, acceptance or request required to be given hereunder in writing, unless otherwise specified herein, shall be deemed to be given if either personally delivered or mailed by registered mail, postage prepaid, (at any time other than during a general discontinuance of postal services due to a strike, lockout or otherwise) and addressed as follows:

The Corporation of the Township of Centre Wellington  
1 McDonald Square  
Elora, Ontario N0B 1S0

Facsimile Number: (519) 846-2074

Attention: Dan Wilson, Chief Administrative Officer

or such change of address as the Township has by written notification forwarded to the Developer:

The Sorbara Development Group  
3700 Steeles Avenue West, Suite 800  
Vaughan, Ontario L4L 8M9

Facsimile Number: (905) 850-6884

Attention: James B. Bujak, Executive Vice President

or such change of address as the Developer have by written notification forwarded to the Township;

- 27. Any notice shall be deemed to have been given to and received by the party to which it is addressed:
  - a. if delivered, on the date of delivery; or
  - b. if mailed, then on the fifth (5<sup>th</sup>) day after the mailing thereof; or
  - c. by facsimile.

### **Successors**

28. In the event that the Developer wishes to sell or transfer the whole or any part of its lands listed and described in Schedule "A" to this Agreement (other than a purchaser of a home or individual lot or lots for personal use and not for inventory of a business) prior to Substantial Completion, the Developer shall, prior to completing any such sale or transfer, provide the Township with an agreement signed by the purchaser or transferee in a form satisfactory to the Township in which that party agrees to be bound by the terms of this Agreement.

### **Recitals**

29. The Parties agree that the recitals to this Agreement are true and form a binding part of this Agreement.

### **Severability and Jurisdiction**

30. If any provision of this Agreement is determined by a Court of competent jurisdiction to be illegal or beyond the power, jurisdiction, or capacity of any party bound hereby, such provision shall be severed from this Agreement and the remainder of this Agreement shall continue in full force and effect and in such case, the parties agree to negotiate in good faith to amend this Agreement in order to implement the intentions as set out herein. It is agreed and acknowledged by the parties that each is satisfied as to the jurisdiction of each party to enter into this Agreement. The parties agree that they shall not question the jurisdiction of any party to enter into this Agreement nor question the legality of any portion hereof, nor question the legality of any obligation created hereunder and the parties, their successors and assigns are and shall be estopped from contending otherwise in any proceeding before a Court of competent jurisdiction or any administrative tribunal.

### **Warranty as to Capacity**

31. The Developer, Sorbara Builder, and Tribute Builder represents and warrants to the Township as follows:
- a. The Developer, Sorbara Builder, and Tribute Builder has full power and capacity to enter into this Agreement and any documents arising from this Agreement.
  - b. The Developer owns the lands as described in and shown on Schedule "A" and Schedule "B" to this Agreement.

### **Legislative Change**

32. References in this Agreement to any legislation (including but not limited to regulations and by-laws) or any provision thereof include such legislation or provision thereof as amended, revised, re-enacted and/or consolidated from time to time and any successor legislation thereto.

### **Claims Inconsistent with Agreement**

33. The parties agree that they shall not question capacity of any party to enter into this Agreement or question the legality of any provision of this Agreement, nor question the legality of any obligation created hereunder and the parties, their heirs, successors and permitted assigns are and shall be estopped from contending otherwise in any proceeding before a court of competent jurisdiction or any administrative tribunal.



34. The Developer hereby acknowledges that this Agreement is entered into and executed by it for the purpose of having the Township act in reliance on the covenants by it contained herein and the Developer does hereby waive any right or claim which it now has or may hereinafter acquire which is inconsistent with the terms of this Agreement.

**Entire Agreement**

35. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any prior agreements, undertakings, declarations or representations, written or verbal, in respect thereof.

**Further Documents**

36. The Parties agree to execute such further documents and cause the doing of such acts and cause the execution of such further documents as are within their power as the Township or the Developer may reasonably request be done or executed, in order to give full effect to the provisions of this Agreement.

**Laws of Ontario**

37. This Agreement shall be interpreted under and is governed by the laws of the Province of Ontario.

**Headings and Wording**

38. The inclusion of headings in this Agreement are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
39. In this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.

**Time of the Essence**

40. Time shall be of the essence of this Agreement and each of its provisions.

**Execution in Counterparts**

41. This Agreement may be executed in counterparts and delivered by facsimile transmission and each such counterpart, whether delivered executed in its original form or by facsimile transmission, shall be, and be deemed to be, an original instrument and all such counterparts when taken together, shall constitute one and the same document.

**Municipal Discretion and Authority**

42. This Agreement shall not in any manner fetter the discretion or rights of the Township under any legislation including, but not limited to, the *Municipal Act, 2001*, S.O. 2001, c. 25, the *Planning Act*, R.S.O. 1990, c. P.13, and the *Development Charges Act, 1997*, S. O. 1997, c. 27.

**Schedules**

43. The Schedules attached hereto which form part of this Agreement are as follows:

Schedule "A"	-	Legal Description of the Developer' Lands
Schedule "B"	-	Sketch of Developer' Lands
Schedule "C"	-	Description and Cost Estimate for Offsite Works
Schedule "D"	-	Location of Offsite Works
Schedule "E"	-	Sketch of Required Lands
Schedule "F"	-	Appeal/Challenge Protocol

**IN WITNESS WHEREOF** the parties hereto have hereunto executed this Agreement, made and effective as of the     day of     , 2022.

**THE CORPORATION OF THE TOWNSHIP  
OF CENTRE WELLINGTON**

By: \_\_\_\_\_

Name: Kelly Linton  
Title: Mayor

By: \_\_\_\_\_

Name: Kerri O'Kane  
Title: Municipal Clerk

I/We have the authority to bind the Corporation

**SORBARA/TRIBUTE NIGUS HOLDINGS  
INC.**

By: \_\_\_\_\_

Name: Edward K. Sorbara  
Title: A.S.O

By: \_\_\_\_\_

Name: Steven Libfeld  
Title: A.S.O

I/We have the authority to bind the Corporation

**SORBARA STORYBROOK LP**

By: 

Name: Edward K. Sorbara  
Title: A.S.O

By: \_\_\_\_\_

Name:  
Title:

I/We have the authority to bind the Corporation

**TRIBUTE (FERGUS) LIMITED**

By: 

Name: Steven Libfeld  
Title: A.S.O

By: \_\_\_\_\_

Name:  
Title:

I/We have the authority to bind the Corporation

**SCHEDULE "A"**

**Legal Description of the Developer' Lands**

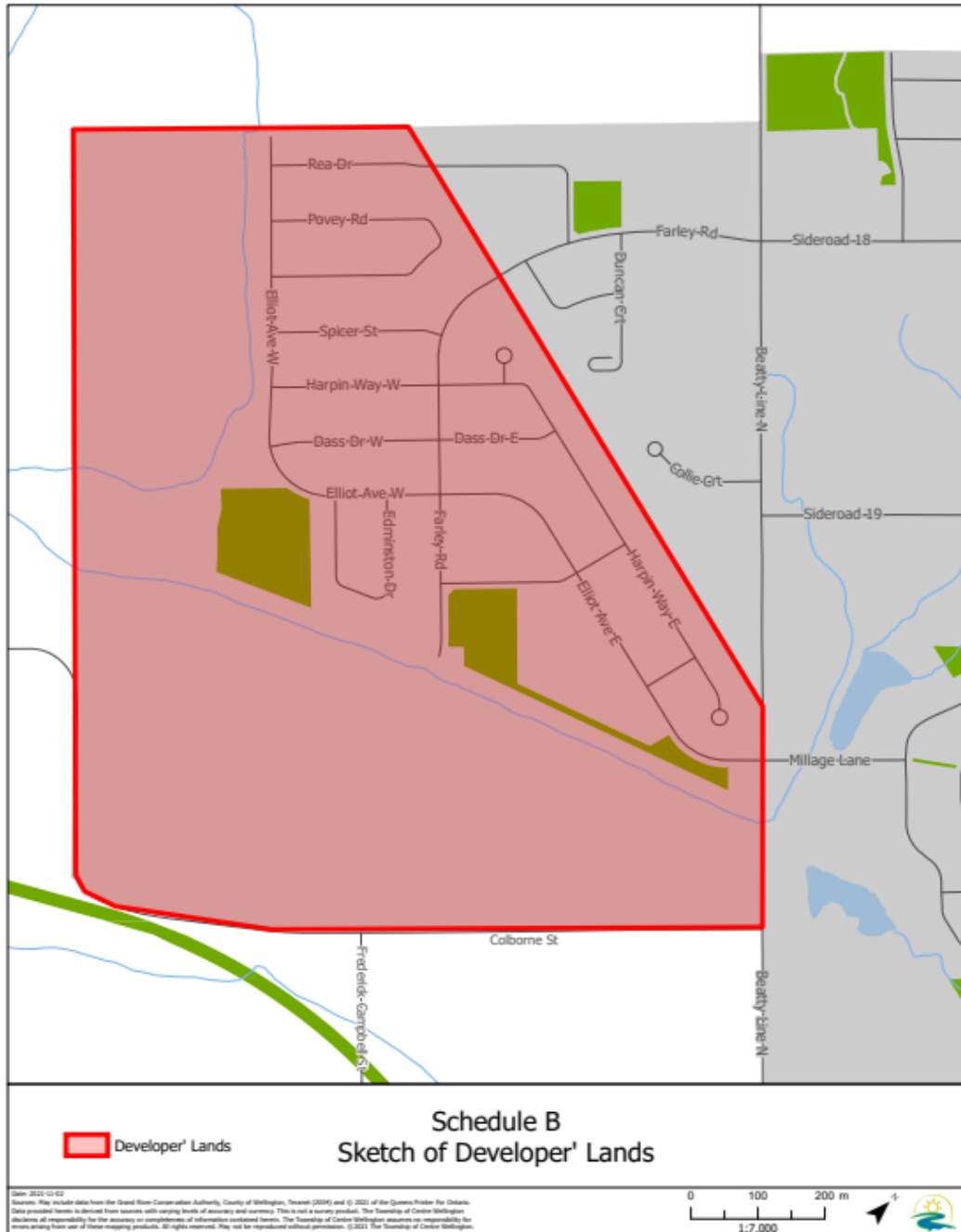
PART LOTS 18, 19 & 20 CONCESSION 14 (Township of Nichol) designated as Parts 1 and 2 Plan 61R-11272; save and except Plan 61M-223, Subject to Easement of Part 2, 61R-11272 as in MS13930; Township of Centre Wellington

PIN:

71404-0522(LT)

## SCHEDULE "B"

### Sketch of Developer' Lands





## SCHEDULE “C”

### Description and Cost Estimate for Offsite Works

Beatty Line (Millage Ln/Elliot Ave to Garafraxa St W)						
Category	Budget ID	Cost Estimate				
			Growth Related Costs	Non-Growth Related Costs	Post Period Benefit	TOTAL
Roads, Drainage, & Multi-Use Path	2010-072	\$ 4,045,900	\$ 3,358,097	\$ 687,803	\$ -	\$ 4,045,900
Sanitary Sewers	2010-051 & 2021-075	\$ 432,500	\$ 216,250	\$ -	\$ 216,250	\$ 432,500
Watermains	2021-076	\$ 113,500	\$ -	\$ 113,500	\$ -	\$ 113,500
Electrical & Utilities	N/A	\$ 200,000	\$ 166,000	\$ 34,000	\$ -	\$ 200,000
SUBTOTAL		\$ 4,791,900	\$ 3,740,347	\$ 835,303	\$ 216,250	\$ 4,791,900
Beatty Line (Garafraxa St W to St Andrew St W)						
Category	Budget ID	Cost Estimate				
			Growth Related Costs	Non-Growth Related Costs	Post Period Benefit	TOTAL
Roads, Drainage, & Multi-Use Path	2010-072	\$ 747,500	\$ 186,875	\$ 560,625	\$ -	\$ 747,500
Watermains	2021-076	\$ 54,000	\$ -	\$ 54,000	\$ -	\$ 54,000
SUBTOTAL	-	\$ 801,500	\$ 186,875	\$ 614,625	\$ -	\$ 801,500
Beatty Line (Millage Ln/Elliot Ave to St Andrew St W)						
		Cost Estimate	Growth Related Cost (Sorbara)	Non-Growth Related Cost (Township)	Post Period Benefit (Township)	Total
Roads, Drainage, Utilities & Multi-Use Path		\$ 4,993,400	\$ 3,710,972	\$ 1,282,428	\$ -	\$ 4,993,400
Sanitary Sewers		\$ 432,500	\$ 216,250	\$ -	\$ 216,250	\$ 432,500
Watermains		\$ 167,500	\$ -	\$ 167,500	\$ -	\$ 167,500
TOTAL		\$ 5,593,400	\$ 3,927,222	\$ 1,449,928	\$ 216,250	\$ 5,593,400

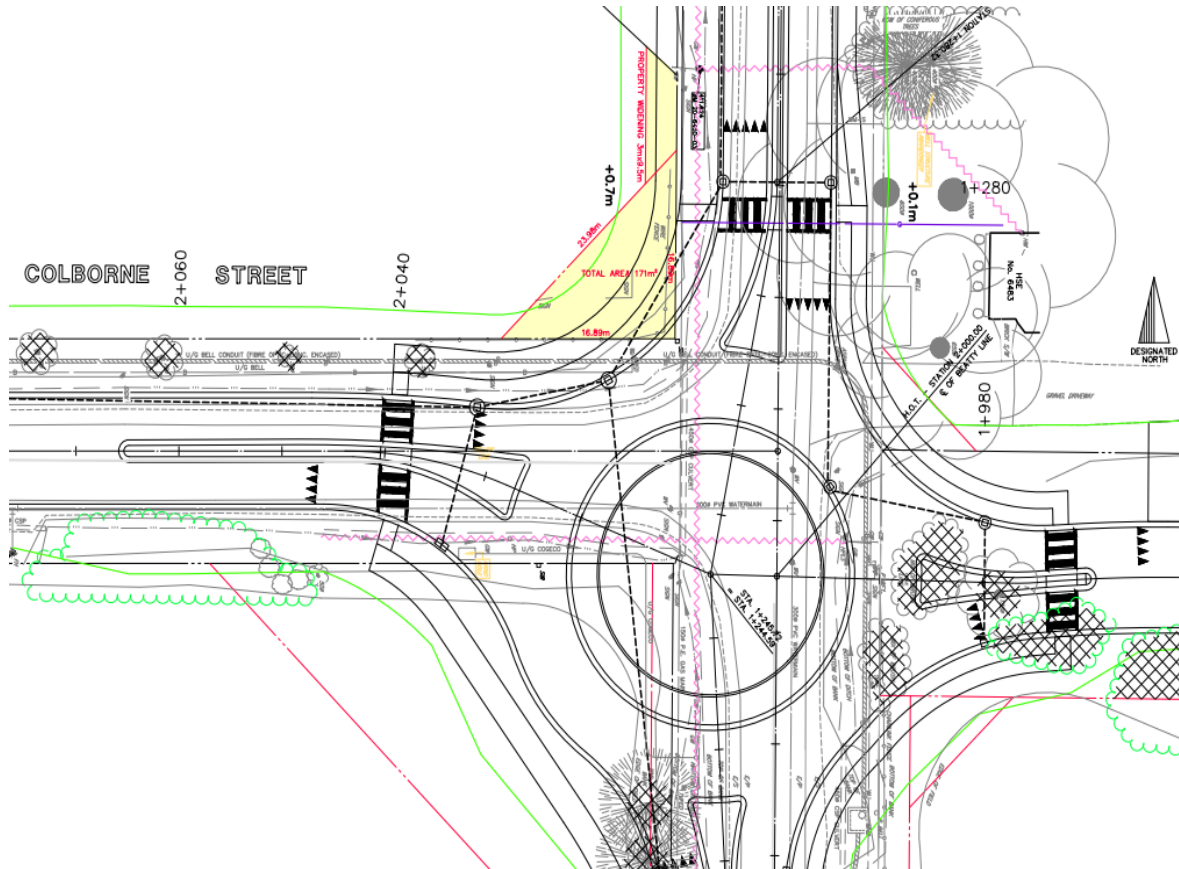
## SCHEDULE "D"

### Location of Offsite Works



## SCHEDULE "E"

### Sketch of Required Lands



LEGEND:



PROPOSED LAND ACQUISITION

## **SCHEDULE “E”**

### **APPEAL/CHALLENGE PROTOCOL**

This schedule applies to appeals or challenges made with respect to conditions that may be imposed by the Township in granting draft plan approvals to subdivisions or granting any other approvals under the *Planning Act*, R.S.O. 1990, c. P.13 related to the Offsite Works specifically and also to appeals or challenges to the inclusion of the Offsite Works in any development charge by-law enacted by the Township pursuant to the Act whether on the basis of eligibility, cost or otherwise.

This protocol is intended to outline the Developer’s obligations with respect to the payment of the Township’s costs of defending such appeals or challenges and also to outline the cooperation that will occur between the Township and the Developer in the event of such appeals or challenges.

The following applies to appeals or challenges made in the above described circumstances:

1. Upon the receipt of an appeal, notice of appeal or notice of application, or of any other challenge proceeding, the Township will notify the Developer in writing.
2. The Township shall defend or respond to any such appeal or challenge as may be applicable in the circumstances.
3. The Developer shall bear the cost of the Township’s legal and consulting costs in defending or responding to any appeal or challenge before the Ontario Land Tribunal or Court or other applicable administrative tribunal.
4. Within five (5) days of receipt of an appeal, notice of appeal or notice of application, or of any other challenge proceeding the Township shall provide the Developer with an estimate of the Township’s legal and consulting costs to defend or respond to the appeal, application or other challenge. Within thirty (30) days of the date of such notice, the Developer shall provide to the Township security in a form and manner acceptable to the Township’s Chief Administrative Officer (the “Security”).
5. Prior to commencing the defence or response and on an ongoing basis throughout the defence or response, the Township and the Developer shall consult with one another with respect to the direction and extent of the defence or response. The Developer shall be entitled to participate in the negotiation of any settlement of the matter and the Township and the Developer shall mutually agree to accept or reject any settlement.
6. On a monthly basis, the Township shall send an invoice with proof of legal and consulting expenses actually incurred to the Developer for costs incurred with respect to the appeal, application or other challenge and the Developer shall pay such invoice within thirty (30) days of the date of the invoice. The detail contained in such proof is to be treated as confidential information, and also subject to litigation privilege, and may not be released by the Developer to any other person(s) without express written consent of the providers of the legal and consulting services.

7. If at any time the Security for the Township's costs with respect to an appeal, application or challenge becomes depleted, the Township and the Developer will work cooperatively to determine the amount of additional security to be deposited to complete the defence or response.
8. If the Township is successful in obtaining a costs award upon completing of the appeal, application or challenge proceeding, it shall pay the amount of such costs award to the Developer.
9. If the Township is unsuccessful in defending or responding to an appeal, application or challenge, the Township shall not in any way be liable to the Developer for any financial loss sustained as a result of such unsuccessful proceeding.
10. Following the decision in any appeal, application or other challenge, the Township will consult with the Developer regarding appeal rights and decisions and if any appeal is taken, the foregoing cost provisions shall apply with necessary modification.
11. Notwithstanding the foregoing, the Developer may exercise its own rights with regard to participation in any appeal, application or challenge, at its own expense.

31047294.4



## Report to Committee of the Whole

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**To:** Mayor Linton and Members of Council

**Report:** IS2022-13

**Prepared By:** Adam Gilmore, Manager of Engineering

**Date:** 19 Apr 2022

**RE:** Posted Speed Limit Review and Recommendations

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### **Recommendation:**

THAT the Council of the Township of Centre Wellington endorses recommendations outlined in Report No. IS2022-13 related to proposed speed limit reductions on Township roads, to be implemented through a future Consolidated Speed Bylaw,

AND THAT Council directs staff to proceed with implementing speed reduction measures in confirmed speeding areas as outlined in Report No. IS2022-13.

### **Summary:**

Through Reports No. IS2021-09 and IS2021-18 presented to Township Council in September and November 2021, respectively, Township Staff outlined a process and workplan for developing a Speed Limit Policy and Technical Approach for reviewing speed limits, assessing speeding concerns, and implementing effective speed reduction measures in urban and rural areas.

Township Staff have completed a comprehensive review of speed limits and speeding concerns in high-priority areas of the Township in accordance with the Speed Limit Policy and Technical Approach. The purpose of this report is to present the results of the analysis and provide recommendations on speed limit reductions and traffic calming measures to be implemented in confirmed speeding areas.

A total of 41 high priority road segments located in urban and rural settings were reviewed as part of this assessment. The high priority segments were chosen based on historical concerns from residents, and input from Township Staff and Township Council.

Speed limit reductions are recommended on 24 of the 41 assessed segments, and they include recommendations to lower speeds from 50 km/hr to 40 km/hr in the urban area, and from 80 km/hr to 60 km/hr in the rural area. Speeding was confirmed on 24 segments, and more data was needed to confirm speeding on 6 segments.

To improve safety in confirmed speeding areas, a suite of speed reduction measures were considered. The road segments were evaluated on a case by case basis to



determine which speed reduction measures would be most effective given the properties of the road and the nature of the speeding issue. Recommended measures include the installation of flexible bollards, new speed limit signs (where speed limits are recommended to be reduced), the deployment of electronic speed signs, enhanced OPP enforcement, line markings to narrow travel lanes and provide buffers for pedestrians and cyclists, pedestrian refuge islands, and engineering solutions to be implemented during planned reconstruction projects.

Through the annual budget process, Township Staff will develop a plan to implement the recommended speed reduction measures. This process will become part of a yearly cycle of reviewing speeding concerns, confirming speeding areas, recommending speed reduction measures, and programming requirements into annual budgets to ensure the measures can be implemented.

#### **Report:**

##### **Introduction**

Through Reports No. IS2021-09 and IS2021-18 presented to Township Council in September and November 2021, respectively, Township Staff outlined a process and workplan for developing a Speed Limit Policy and Technical Approach for reviewing speed limits, assessing speeding concerns, and implementing effective speed reduction measures in urban and rural areas.

Township Staff have completed a comprehensive review of speed limits and speeding concerns in high-priority areas of the Township in accordance with the Speed Limit Policy and Technical Approach. The purpose of this report is to present the results of the analysis and provide recommendations on speed limit reductions and traffic calming measures to be implemented in confirmed speeding areas. Note that the speed limit reductions recommended in this report are proposed to be implemented through a Consolidated Speed Bylaw which will be presented to Township Council in June 2022.

##### **Online Speed Concern Reporting Tool**

On February 25, 2022, Township Staff launched a new Online Speed Concern Reporting Tool for members of the public. The reporting form can be accessed through the "[Report It](#)" section of the Township's webpage. The goal of this tool is to create a one-window approach to reporting speeding concerns, and it will facilitate implementation of the Speed Limit Policy and Technical Approach.

##### **Consultation with the Ontario Provincial Police**

On March 4, 2022, Township staff met virtually with the Ontario Provincial Police (OPP), Wellington County Detachment, Traffic Management Unit regarding the Township's Online Speed Concern Reporting Tool and the Speed Limit Policy and Technical Approach. Based on these discussions, the OPP are generally in support of the online reporting tool and the Township's technical approach. When significant speeding concerns are verified through the Township's review process, Township staff will communicate these findings to the OPP who will assist with enhanced speed enforcement to encourage drivers to reduce travel speeds in problem areas.

### **Speed Limit Review Methodology**

In accordance with the Speed Limit Policy and Technical Approach, current speed limits were reviewed using the Transportation Association of Canada's (TAC) *Automated Speed Limit Guidelines* tool. This tool considers physical properties of the road and neighboring land uses to determine appropriate speed limits. Specific inputs into the tool include:

- Road Classification (Highway, Arterial, Collector, Local, road)
- Geography (Urban or Rural)
- Number Lanes
- Horizontal Alignment; (curves, sightline issues)
- Vertical Alignment; (hills, valleys, sightline issues)
- Average Lane Width;
- Roadside Hazards;
- Pedestrian Exposure;
- Cyclist Exposure;
- Pavement Surface;
- Number of Intersections with Public Roads & Private Driveways; and,
- On-Street Parking.

In addition to the TAC tool output, other factors were also considered in reviewing current speed limits and recommending speed limit reductions:

- Is the road segment located adjacent to a sensitive land use such as a school, park, or retirement community?
- Does the road segment feel safe for drivers when traveling at the speed limit (based on a field test completed by Township staff)?
- Does the road segment have a history of collisions?

All of the information outlined above was considered in order to establish a reasoned argument for either maintaining the current speed limit, or reducing the speed limit.

### **Speed Limit Review Results**

A total of 41 high priority road segments located in urban and rural settings were reviewed as part of this assessment. The high priority segments were chosen based on historical concerns from residents, and input from Township Staff and Township Council. A complete list of the high priority segments, along with the results of the analysis and recommendations are outlined in **Attachment #1**, and they are also displayed on a map included as **Attachment #2**.

Speed limit reductions are recommended on 24 of the 41 assessed segments, and they include recommendations to lower speeds from 50 km/hr to 40 km/hr in the urban area, and from 80 km/hr to 60 km/hr in the rural area.

### **Confirming Areas Where Speeding is Occurring**

This assessment relies on speed data gathered on the road segment in question, and is focused on an important parameter known as the "85th percentile speed". The 85th percentile speed is the speed at or below which 85 percent of the motorists drive on a given road unaffected by slower traffic or poor weather. Consistent with the methodology outlined in Report No. IS2021-18, to confirm areas where speeding is occurring, the following benchmark values were applied:

- In an Urban setting (i.e., within or adjacent to the urban boundary or a hamlet), speeding is confirmed if the 85th percentile speed is 10 km/hr greater than the posted speed; and,
- In a Rural setting, speeding is confirmed if the 85th percentile speed is 15 km/hr greater than the posted speed.

Note that where the speed limit is recommended to be decreased on a road segment, the speeding assessment was completed based on the recommended speed limit.

The results of the speeding assessment are summarized in **Attachment #1**, and they are also displayed on a map included as **Attachment #3**. Of the 41 assessed segments, speeding was confirmed on 24 segments, and more data was needed to confirm speeding on 6 segments.

### **Recommended Speed Reduction Measures**

To improve safety in confirmed speeding areas, a suite of speed reduction measures were considered. The road segments were evaluated on a case by case basis to determine which speed reduction measures would be most effective given the properties of the road and the nature of the speeding issue.

The recommended speed reduction measures for road segments with confirmed speeding are summarized in **Attachment #1**. Recommended measures include the installation of flexible bollards, new speed limit signs (where speed limits are recommended to be reduced), the deployment of electronic speed signs, enhanced OPP enforcement, line markings to narrow travel lanes and provide buffers for pedestrians and cyclists, pedestrian refuge islands, and engineering solutions to be implemented during planned reconstruction projects.

Through the annual budget process, Township Staff will develop a plan to implement the recommended speed reduction measures. This process will become part of a yearly cycle of reviewing speeding concerns, confirming speeding areas, recommending speed reduction measures, and programming requirements into annual budgets to ensure the measures can be implemented.

### **Corporate Strategic Plan:**

Safe and Well Maintained Roads and Infrastructure

- Manage the flow of traffic in and through Centre Wellington

**Financial Implications:**

There are no forecasted impacts to existing budgets as a result of this report. Capital project No. 2022-073: *Traffic Calming Measures* was approved in the 2022 Budget, and this account will be used to implement some of the speed reduction measures and new speed limit signage recommended in Report No. IS2022-13 in 2022. Any requirement for additional budget to implement the recommendations will be considered through the 2023 Budget development process, and these measures will be implemented in 2023 or in later budget years.

**Consultation:**

This report was prepared in consultation with Dan Wilson, the Chief Administrative Officer, Colin Baker, the Managing Director of Infrastructure Services, Adam Dickieson, the Engineering Services Coordinator, and Emily Alessio, the GIS Technician.

**Attachments:**

- [Attachment 1 - Speed Assessment Summary](#)
- [Attachment 2 - Speed Limit Review Results](#)
- [Attachment 3 - Confirmed Speeding Areas](#)

**Approved By:**

Colin Baker, Managing Director of Infrastructure Services  
Dan Wilson, Chief Administrative Officer

Attachment 1 - Speed Assessment Summary

MapID	Road Segment Details						Speed Limit Recommendations							Speed Reduction Recommendations		
	Evaluated Road Segment	From/To Cross Streets	Road Class	Urban/Rural	Surface Type	Current Speed Limit (km/h)	TAC		Vulnerable Neighbouring Land Use	Higher Frequency of Collisions	Field Test: Segment does <u>not</u> feels safe to drive at speed limit	Recommended Speed Limit (km/h)	Rationale for Recommended Speed Limit	85th Percentile Speed		Recommended Speed Reduction Measure
							TAC Recommended Speed Limit (km/h)	Speed Limit Reduction Recommended (TAC)						Observed 85th Percentile Speed (km/h)	Speeding Concern Validated (85th-Percentile is 10 km/h ≥ Urban Speed Limit OR 15 km/h ≥ Rural Speed Limit)	
1	David St E (Elora)	Irvine St to Geddes St	Collector	Urban	Paved	50	40	✓	✓	Low frequency of collisions	✓	40	A reduction in speed limit by 10 km/h is recommended. There is increased pedestrian exposure from Chalmers St to Irvine St where no sidewalks are present, and frequent intersections with both private driveways and stop-controlled sidestreets. This is a known school travel route. 40 km/h limit should be maintained on David Street from Irvine St to Wellington Rd 7 to encourage consistent driving behavior.	48	No speeding concern at this time	Speed reduction measures are not required at this time based on observed traffic speeds. Continue to collect and assess traffic data. New 40 km/hr signage.
2	David St W (Elora)	Wellington Rd 7 to Geddes St	Collector	Urban	Paved	50	50	Current speed limit is justified	✓	Low frequency of collisions	✓	40	A reduction in speed limit by 10 km/h is recommended. Sightlines are poor due to changes in both horizontal and vertical geometry. Adjacent land use includes a park and walking trail. 40 km/h limit should be maintained on David Street from Irvine St to Wellington Rd 7 to encourage consistent driving behavior.	56	✓	Continued use of Flexible Bollards and new 40 km/hr signage.
3	Colborne St (Elora)	Irvine St to Gerrie Rd	Collector	Urban	Paved	40	40	Current speed limit is justified	✓	✓	✓	40	Segment already has a 40 km/hr speed limit, no change recommended.	57	✓	Implement Flexible Bollards.
4	York St (Elora)	Wellington Rd 7 to Bridge St	Collector	Urban	Paved	50	50	Current speed limit is justified	✓	Low frequency of collisions	Feels safe to drive at speed limit	50	TAC tool and field test suggest 50 km/hr is appropriate for this segment.	50	No speeding concern at this time	Speed reduction measures are not required at this time based on observed traffic speeds. Continue to collect and assess traffic data.
5	Beatty Ln (Fergus)	St Andrew St W to Sideroad 18	Collector	Urban	Paved	50	50	Current speed limit is justified	✓	Low frequency of collisions	Feels safe to drive at speed limit	50	TAC tool and field test suggest 50 km/hr is appropriate for this segment.	70	✓	Continued use of Electronic Speed Display Signs. Engineered traffic calming planned for 2023 reconstruction.
6	Sideroad 19 (Fergus)	Beatty Ln to Highway 6	Local	Urban	Paved	50	40	✓	No vulnerable neighboring land use	Low frequency of collisions	Feels safe to drive at speed limit	40	A reduction in speed limit by 10 km/h is recommended. There are frequent intersections with private driveways, and on-street parking is permitted along the length of the road segment.	56	✓	New 40 km/h Signage & Enhanced Enforcement.
7	Garafraxa St W (Fergus)	Beatty Line to St David St N	Collector	Urban	Paved	50	50	Current speed limit is justified	✓	Low frequency of collisions	Feels safe to drive at speed limit	50	TAC tool and field test suggest 50 km/hr is appropriate for this segment.	68	✓	Shoulder Line and Centre Line Painting to narrow driving lanes.
8	Scotland St (Fergus)	Belsyde Ave E to McQueen St	Local	Urban	Paved	50	50	Current speed limit is justified	No vulnerable neighboring land use	Low frequency of collisions	Feels safe to drive at speed limit	50	TAC tool and field test suggest 50 km/hr is appropriate for this segment.	50	No speeding concern at this time	Speed reduction measures are not required at this time based on observed traffic speeds. Continue to collect and assess traffic data.
9	Sixth Line (Nichol)	Wellington Rd 7 to Sideroad 6N	Local	Rural	Gravel	80	60	✓	No vulnerable neighboring land use	Low frequency of collisions	✓	60	A reduction in speed limit by 20 km/h is recommended. Sightlines are poor due to significant changes in vertical geometry. 60 km/h limit should be maintained on Sixth Line from Wellington Rd 7 to Highway 6 to encourage consistent driving behavior.	89	✓	New 60 km/h Signage & Enhanced Enforcement.
10	Sixth Line (Nichol)	Sideroad 6N to Highway 6	Local	Rural	Gravel	80	60	✓	No vulnerable neighboring land use	Low frequency of collisions	✓	60	A reduction in speed limit by 20 km/h is recommended. 60 km/h limit should be maintained on Sixth Line from Wellington Rd 7 to Highway 6 to encourage consistent driving behavior.	89	✓	New 60 km/h Signage & Enhanced Enforcement.
11	Fifth Line (West Garafraxa)	Wellington Rd 18 to Havesumfun Cr	Local	Rural	Paved	80	60	✓	✓	Low frequency of collisions	Feels safe to drive at speed limit	60	A reduction in speed limit by 20 km/h is recommended. There are continuous roadside hazards along the length of the road segment, and neighbouring land use includes a multi-use trail crossing.	73	No speeding concern at this time	Speed reduction measures are not required at this time based on observed traffic speeds. Continue to collect and assess traffic data. New 60 km/hr signage.

Attachment 1 - Speed Assessment Summary

MapID	Road Segment Details						Speed Limit Recommendations							Speed Reduction Recommendations		
	Evaluated Road Segment	From/To Cross Streets	Road Class	Urban/Rural	Surface Type	Current Speed Limit (km/h)	TAC		Vulnerable Neighbouring Land Use	Higher Frequency of Collisions	Field Test: Segment does <u>not</u> feels safe to drive at speed limit	Recommended Speed Limit (km/h)	Rationale for Recommended Speed Limit	85th Percentile Speed		Recommended Speed Reduction Measure
							TAC Recommended Speed Limit (km/h)	Speed Limit Reduction Recommended (TAC)						Observed 85th Percentile Speed (km/h)	Speeding Concern Validated (85th-Percentile is 10 km/h ≥ Urban Speed Limit OR 15 km/h ≥ Rural Speed Limit)	
12	Guelph St (Nichol)	Second Line to Fourth Line	Local	Rural	Gravel	60	60	Current speed limit is justified	No vulnerable neighboring land use	Low frequency of collisions	Feels safe to drive at speed limit	60	TAC tool and field test suggest 50 km/hr is appropriate for this segment.	71	No speeding concern at this time	Speed reduction measures are not required at this time based on observed traffic speeds. Continue to collect and assess traffic data.
13	Sophia St (Elora)	Geddes St to Irvine St	Local	Urban	Paved	50	40	✓	No vulnerable neighboring land use	Low frequency of collisions	✓	40	A reduction in speed limit by 10 km/h is recommended. There are a frequent intersections with private driveways, and on-street parking is permitted along the length of the road segment.	52	✓	New 40 km/h Signage.
14	Stafford St (Elora)	Bridge St to Spencer Dr	Local	Urban	Paved	50	40	✓	✓	Low frequency of collisions	✓	40	A reduction in speed limit by 10 km/h is recommended. There are frequent intersections with private driveways where left-hand turns are permitted, and neighbouring land use includes a park.	45	No speeding concern at this time	Speed reduction measures are not required at this time based on observed traffic speeds. Continue to collect and assess traffic data. New 40 km/hr signage.
15	Keating Dr (Elora)	Colborne St to Walser St	Collector	Urban	Paved	50	50	Current speed limit is justified	✓	✓	✓	40	A reduction in the speed limit by 10km/hr is recommended based on vulnerable neighboring land use, history of collisions, and results of field test.	48	No speeding concern at this time	Speed reduction measures are not required at this time based on observed traffic speeds. Continue to collect and assess traffic data. New 40 km/hr signage.
16	Wellington St/Perth St (Fergus)	Tower St S to Elora St	Local	Urban	Paved	50	50	Current speed limit is justified	No vulnerable neighboring land use	Low frequency of collisions	Feels safe to drive at speed limit	50	TAC tool and field test suggest 50 km/hr is appropriate for this segment.	No data		Additional data to be collected in order to make recommendation.
17	Union St E (Fergus)	St David St N to Scotland St	Local	Urban	Paved	50	50	Current speed limit is justified	No vulnerable neighboring land use	Low frequency of collisions	Feels safe to drive at speed limit	50	TAC tool and field test suggest 50 km/hr is appropriate for this segment.	60	✓	Implement Flexible Bollards.
18	St Andrew St E (Fergus)	St David St N to Gartshore St	Collector	Urban	Paved	50	50	Current speed limit is justified	No vulnerable neighboring land use	Low frequency of collisions	Feels safe to drive at speed limit	50	TAC tool and field test suggest 50 km/hr is appropriate for this segment.	60	✓	New pedestrian island planned for 2022 & continued use of Flexible Bollards.
19	Hill St E (Fergus)	St David St N to Gartshore St	Local	Urban	Paved	50	40	✓	✓	Low frequency of collisions	✓	40	A reduction in speed limit by 10 km/h is recommended. There is increased pedestrian exposure from Herrick St to Gartshore St where no sidewalks are present. There are frequent intersections with private driveways and neighbouring land use includes a park.	62	✓	New 40 km/h Signage & Enhanced Enforcement.
20	Forfar St E (Fergus)	St David St N to Gartshore St	Collector	Urban	Paved	40	40	Current speed limit is justified	✓	Low frequency of collisions	Feels safe to drive at speed limit	40	TAC tool and field test suggest 40 km/hr is appropriate for this segment.	57	✓	Implement Flexible Bollards & Line Painting to narrow travel lanes.
21	First Line (West Garafraxa)	Wellington Rd 19 to Sideroad 10	Local	Rural	Paved	80	60	✓	No vulnerable neighboring land use	Low frequency of collisions	Feels safe to drive at speed limit	60	A reduction in speed limit by 20 km/h is recommended. 60 km/h limit is suggested to accomodate increasing traffic volumes and land use change as urban development occurs along this road segment. Trail crossing present.	80	✓	New 60 km/h Signage & Electronic Speed Display Signs.
22	Eighth Line W (Pilkington)	Wellington Rd 17 to Wellington Rd 18	Local	Rural	Paved	80/60	60	✓	No vulnerable neighboring land use	Low frequency of collisions	✓	60	A reduction in speed limit by 20 km/h is recommended. There are frequent changes in vertical geometry along the length of the road segment where sightlines are poor. This is a known route for cycling and horse-and-buggy travel. 60 km/h limit should be maintainted from Wellington Rd 17 to Sideroad 14 to encourage consistent driving bahaviour.	109	✓	New 60 km/h Signage, Enhanced Enforcement & Electronic Speed Display Signs.

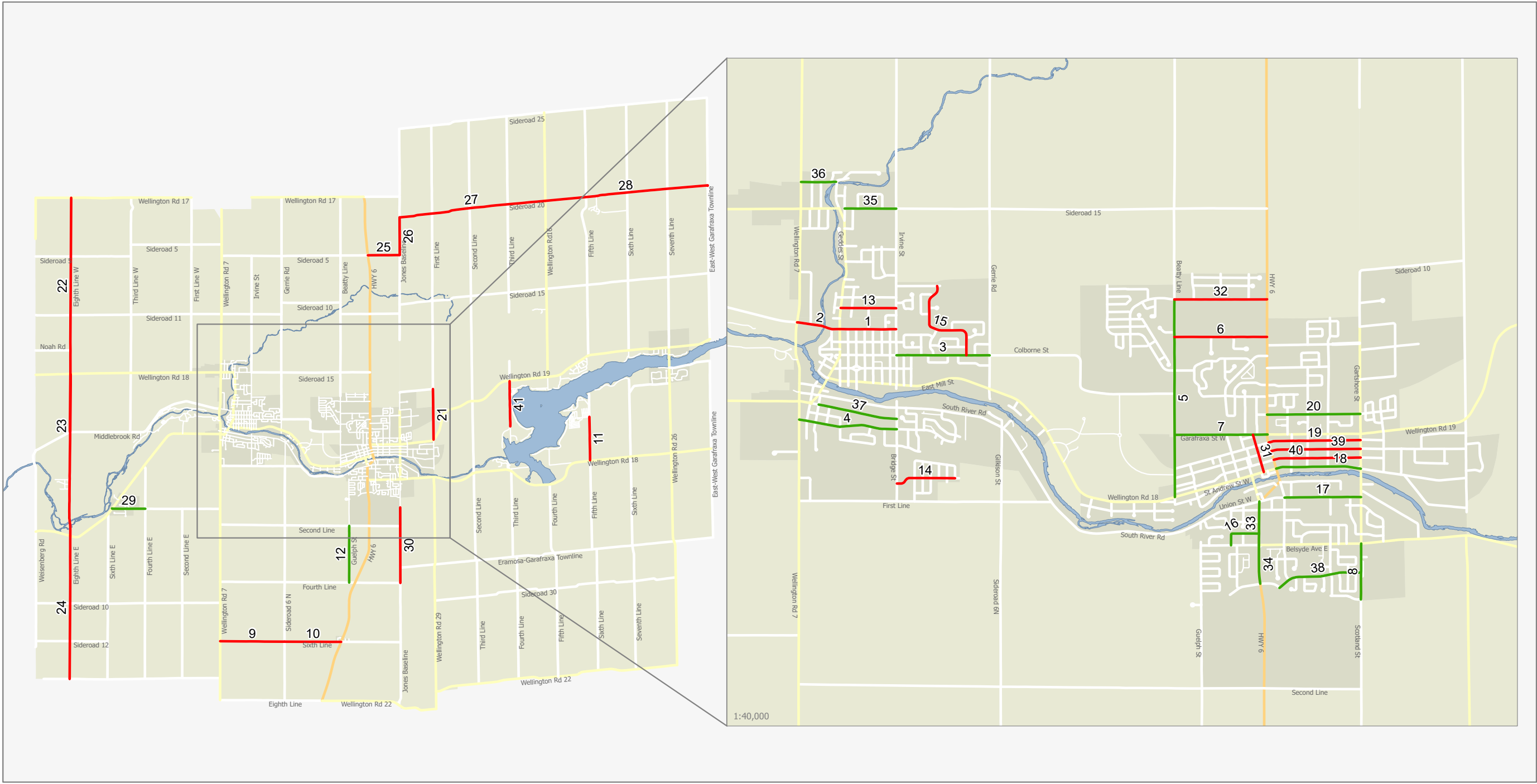


Attachment 1 - Speed Assessment Summary

MapID	Road Segment Details						Speed Limit Recommendations							Speed Reduction Recommendations		
	Evaluated Road Segment	From/To Cross Streets	Road Class	Urban/Rural	Surface Type	Current Speed Limit (km/h)	TAC		Vulnerable Neighbouring Land Use	Higher Frequency of Collisions	Field Test: Segment does <u>not</u> feels safe to drive at speed limit	Recommended Speed Limit (km/h)	Rationale for Recommended Speed Limit	85th Percentile Speed		Recommended Speed Reduction Measure
							TAC Recommended Speed Limit (km/h)	Speed Limit Reduction Recommended (TAC)						Observed 85th Percentile Speed (km/h)	Speeding Concern Validated (85th-Percentile is 10 km/h ≥ Urban Speed Limit OR 15 km/h ≥ Rural Speed Limit)	
23	Eighth Line W (Pilkington)	Wellington Rd 18 to Wellington Rd 21	Local	Rural	Paved	80/60	60	✓	✓	Low frequency of collisions	✓	60	A reduction in speed limit by 20 km/h is recommended. There are frequent changes in vertical geometry along the length of the road segment where sightlines are poor, and neighbouring land use includes a school. This is a known route for cycling and horse-and-buggy travel. 60 km/h limit should be maintained from Wellington Rd 17 to Sideroad 14 to encourage consistent driving behaviour.	101	✓	New 60 km/h Signage, Enhanced Enforcement & Electronic Speed Display Signs.
24	Eighth Line E (Pilkington)	Wellington Rd 21 to Sideroad 14	Local	Rural	Paved	80	60	✓	No vulnerable neighboring land use	No data	Feels safe to drive at speed limit	60	A reduction in speed limit by 20 km/h is recommended. This is a known route for cycling and horse-and-buggy travel. 60 km/h limit should be maintained from Wellington Rd 17 to Sideroad 14 to encourage consistent driving behaviour.	99	✓	New 60 km/h Signage, Enhanced Enforcement & Electronic Speed Display Signs.
25	Sideroad 5 (Nichol)	Highway 6 to Jones Baseline	Local	Rural	Gravel	80	60	✓	No vulnerable neighboring land use	No data	✓	60	A reduction in speed limit by 20 km/h is recommended. Sightlines are poor due to change in vertical geometry, and there are consistent roadside hazards along the length of the road segment.	83.62	✓	New 60 km/h Signage & Enhanced Enforcement.
26	Jones Baseline (Nichol)	Sideroad 5 to Sideroad 20	Local	Rural	Gravel	80	60	✓	No vulnerable neighboring land use	No data	✓	60	A reduction in speed limit by 20 km/h is recommended. Sightlines are poor due to change in vertical geometry, and there are consistent roadside hazards along the length of the road segment.	No data		New 60 km/h Signage. Additional data to be collected in order to assess speeding.
27	Sideroad 20 (West Garafraxa)	Jones Baseline to Wellington Rd 16	Local	Rural	Paved/ Gravel	80	60	✓	No vulnerable neighboring land use	No data	✓	60	A reduction in speed limit by 20 km/h is recommended. Some segments have poor sightlines and there are road constrictions due to bridges in some areas. 60 km/h limit should be maintained on Sideroad 20 from Jones Baseline to East-West Garafraxa Townline to encourage consistent driving behavior.	95.5	✓	New 60 km/h Signage, Enhanced Enforcement & Electronic Speed Display Signs.
28	Sideroad 20 (West Garafraxa)	Wellington Rd 16 to East-West Garafraxa Townline	Local	Rural	Paved/ Gravel	80	60	✓	No vulnerable neighboring land use	Low frequency of collisions	✓	60	A reduction in speed limit by 20 km/h is recommended. Some segments have poor sightlines and there are road constrictions due to bridges in some areas. 60 km/h limit should be maintained on Sideroad 20 from Jones Baseline to East-West Garafraxa Townline to encourage consistent driving behavior.	101	✓	New 60 km/h Signage, Enhanced Enforcement & Electronic Speed Display Signs.
29	Sideroad 4 (Inverhaugh)	Wellington Rd 21 to end of Inverhaugh urban boundary	Local	Urban	Paved	50	50	Current speed limit is justified	No vulnerable neighboring land use	Low frequency of collisions	Feels safe to drive at speed limit	50	TAC tool and field test suggest 50 km/hr is appropriate for this segment.	88	✓	Implement Flexible Bollards, Electronic Speed Display Signs, & Additional 50 km/h Signage
30	Jones Baseline (West Garafraxa/Eramosa)	Fourth Line to 660 m North of Second Line	Local	Rural	Paved	80	60	✓	No vulnerable neighboring land use	No data	✓	60	A reduction in speed limit by 20 km/h is recommended. 60 km/h limit should be maintained from existing zone south of this road segment (Wellington Rd 22 to Fourth Line) approaching high school zone, to encourage consistent driving behavior.	No data		New 60 km/h Signage. Additional data to be collected in order to assess speeding.
31	Provost Lane (Fergus)	St Andrew St W to Garafraxa St W	Local	Urban	Paved	50	40	✓	✓	✓	✓	40	A reduction in speed limit by 10 km/h is recommended. There are frequent intersections with private driveways, poor sightlines due to change in vertical geometry, and neighbouring land use includes a park. Also a history of collisions.	40	No speeding concern at this time	Speed reduction measures are not required at this time based on observed traffic speeds. Continue to collect and assess traffic data. New 40 km/hr signage.

Attachment 1 - Speed Assessment Summary

MapID	Road Segment Details						Speed Limit Recommendations							Speed Reduction Recommendations		
	Evaluated Road Segment	From/To Cross Streets	Road Class	Urban/Rural	Surface Type	Current Speed Limit (km/h)	TAC		Vulnerable Neighbouring Land Use	Higher Frequency of Collisions	Field Test: Segment does <u>not</u> feels safe to drive at speed limit	Recommended Speed Limit (km/h)	Rationale for Recommended Speed Limit	85th Percentile Speed		Recommended Speed Reduction Measure
							TAC Recommended Speed Limit (km/h)	Speed Limit Reduction Recommended (TAC)						Observed 85th Percentile Speed (km/h)	Speeding Concern Validated (85th-Percentile is 10 km/h ≥ Urban Speed Limit OR 15 km/h ≥ Rural Speed Limit)	
32	Sideroad 18 (Fergus)	Beatty Line to Highway 6	Local	Urban	Paved	50	40	✓	No vulnerable neighboring land use	No data	Feels safe to drive at speed limit	40	A reduction in speed limit by 10 km/h is recommended. There is increased pedestrian exposure from Vincent St to Steele St where no sidewalks are present, and frequent intersections with private driveways.	No data		Additional data to be collected in order to make recommendation. New 40 km/hr signage.
33	Tower St S (Fergus)	Union St to Belsyde Ave W	Arterial	Urban	Paved	50	50	Current speed limit is justified	✓	No data	Feels safe to drive at speed limit	50	TAC tool and field test suggest 50 km/hr is appropriate for this segment.	58	No speeding concern at this time	Speed reduction measures are not required at this time based on observed traffic speeds. Continue to collect and assess traffic data.
34	Tower St S (Fergus)	Belsyde Ave W to McQueen Blvd	Arterial	Urban	Paved	50	50	Current speed limit is justified	No vulnerable neighboring land use	No data	Feels safe to drive at speed limit	50	TAC tool and field test suggest 50 km/hr is appropriate for this segment.	62	✓	Additional data to be collected in order to make recommendation. Looking at options for future traffic calming through South Fergus Secondary Plan work.
35	Woolwich St E (Salem)	Irvine St to James St	Collector	Urban	Paved	40	40	Current speed limit is justified	✓	No data	Feels safe to drive at speed limit	40	TAC tool and field test suggest 40 km/hr is appropriate for this segment.	60	✓	Electronic Speed Display Signs have already been installed. Implement Flexible Bollards. Crossing Guard Warrant Analysis is in process.
36	William St (Salem)	Washington St to Wellington Rd 7	Local	Urban	Gravel	40	40	Current speed limit is justified	✓	No data	Feels safe to drive at speed limit	40	TAC tool and field test suggest 40 km/hr is appropriate for this segment.	37	No speeding concern at this time	Speed reduction measures are not required at this time based on observed traffic speeds. Continue to collect and assess traffic data.
37	McNab St (Elora)	High St to Bridge St	Local	Urban	Paved	40	40	Current speed limit is justified	✓	Low frequency of collisions	Feels safe to drive at speed limit	40	TAC tool and field test suggest 40 km/hr is appropriate for this segment.	57	✓	Engineered speed reduction measures to be considered as part of 2023 watermain replacement project.
38	Millburn St (Fergus)	Scotland St to McQueen St	Collector	Urban	Paved	40	40	Current speed limit is justified	✓	Low frequency of collisions	Feels safe to drive at speed limit	40	TAC tool and field test suggest 40 km/hr is appropriate for this segment.	50	✓	Implement Flexible Bollards and Electronic Speed Display Signs.
39	St George St E (Fergus)	St David St N to Gartshore St	Local	Urban	Paved	50	40	✓	✓	No data	✓	40	A reduction in speed limit by 10 km/h is recommended. There is increased pedestrian exposure from Herrick St to Gartshore St where no sidewalks are present. Neighbouring land use includes a park, and there are frequent intersections with private driveways.	No data		New 40 km/h Signage & Enhanced Enforcement. Although there is no data to confirm speeding, speed reduction measures are recommended to be consistent with Hill Street recommendation. 2022 reconstruction project to include new sidewalk.
40	St Patrick St E (Fergus)	St David St N to Gartshore St	Local	Urban	Paved	50	40	✓	No vulnerable neighboring land use	No data	✓	40	A reduction in speed limit by 10 km/h is recommended. There are frequent intersections with private driveways, and on-street parking is permitted along the length of the road segment.	No data		New 40 km/h Signage & Enhanced Enforcement. Although there is no data to confirm speeding, speed reduction measures are recommended to be consistent with Hill Street recommendation.
41	Third Line (West Garafraxa)	Wellington Rd 19 to Belwood Lake	Local	Rural	Paved	80	60	✓	No vulnerable neighboring land use	No data	✓	60	A reduction in speed limit by 20 km/h is recommended. Pedestrian use is common along this road segment, and no pedestrian facilities are present.	58	No speeding concern at this time	Speed reduction measures are not required at this time based on observed traffic speeds. Continue to collect and assess traffic data. New 60 km/hr signage.



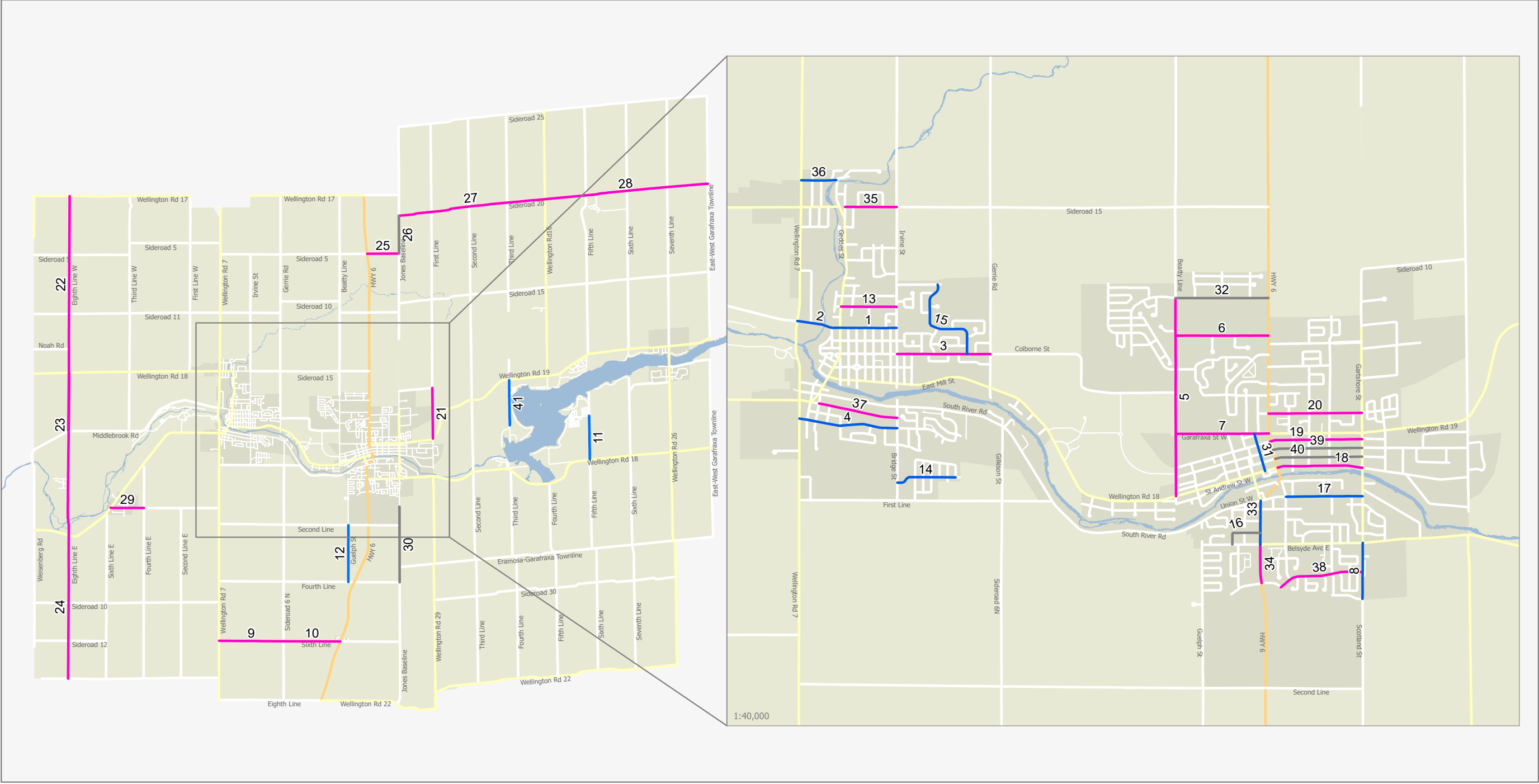
# Review of Current Posted Speed Limits on Priority Roads

Recommended Speed Limit Changes are based on Transportation Association of Canada Guidelines, Observed Traffic Speed, Collision History, & Vulnerable Neighbouring Land Use

- Township of Centre Wellington Road
- Wellington County Road
- Provincial Highway
- Priority Roads Reviewed
- Reduction in Speed Limit is Recommended
- Current Posted Speed Limit is Recommended

Sources: May include data from the Grand River Conservation Authority, County of Wellington, Teranet (2004) and © 2022 of the Queens Printer for Ontario. Data provided herein is derived from sources with varying levels of accuracy and currency. This is not a survey product. The Township of Centre Wellington disclaims all responsibility for the accuracy or completeness of information contained herein. The Township of Centre Wellington assumes no responsibility for errors arising from use of these mapping products. All rights reserved. May not be reproduced without permission. © 2022 The Township of Centre Wellington. Date: 2022-04-05



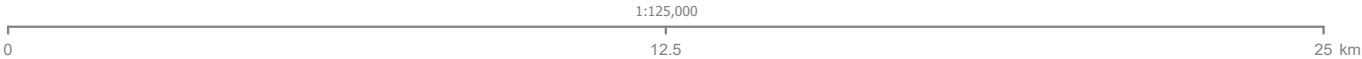


### Identify and Confirm Speeding Concerns on Priority Roads

Speeding concern is confirmed on roads where the 85th percentile of observed traffic speeds exceed 10 km above the recommended speed limit (urban roads) or 15 km above the recommended speed limit (rural roads)

- Township of Centre Wellington Road
- Wellington County Road
- Provincial Highway
- Additional traffic data is needed to complete assessment
- Speeding concern not confirmed
- Speeding concern confirmed

Sources: May include data from the Grand River Conservation Authority, County of Wellington, Teranet (2004) and © 2022 of the Queens Printer For Ontario. Data provided herein is derived from sources with varying levels of accuracy and currency. This is not a survey product. The Township of Centre Wellington disclaims all responsibility for the accuracy or completeness of information contained herein. The Township of Centre Wellington assumes no responsibility for errors arising from use of these mapping products. All rights reserved. May not be reproduced without permission. © 2022 The Township of Centre Wellington. Date: 2022-04-05





## Report to Committee of the Whole

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**To:** Mayor Linton and Members of Council

**Report:** IS2022-12

**Prepared By:** Brandon Buehler, Engineering  
Technologist – Water/Wastewater

**Date:** 19 Apr 2022

**RE:** Westminster Irrigation Line - Assumption and Release Agreement

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### **Recommendation:**

THAT the Council of the Township of Centre Wellington authorize the Mayor and Clerk to execute an Assumption and Release Agreement between The Corporation of the Township of Centre Wellington and Reid's Heritage Homes Ltd. to allow for an irrigation line to remain within the municipal right-of-way of Aberdeen Street within the Westminster development in the south end of Fergus.

### **Summary:**

Township Staff were informed about a private irrigation line that was installed without Township approval for the sole purposes of providing irrigation services to a private condominium on the west side of Aberdeen Street, Fergus. Staff worked with Reid's Heritage Homes to evaluate all available options for the water supply to this irrigation line and it was determined that the best solution was to leave the water line in the Aberdeen Street right-of-way and to enter into an Assumption and Release Agreement between both parties.

### **Report:**

During the construction of municipal services within the Westminster subdivision, Reid's Heritage Homes instructed their servicing contractor to install an irrigation line that crossed Aberdeen Street to service the condominium block on the west side of Aberdeen Street. It wasn't until after the all the services were installed and the road was paved that the Township was informed of this irrigation line. Staff explored all possible options with Reid's Heritage Homes to come up with a solution that would satisfy the both parties. It was agreed that the water line could remain in the municipal right-of-way and that an Assumption and Release Agreement would be prepared stipulating the conditions and obligations of each party. The Assumption and Release Agreement can be found in Attachment #1 of this report however the agreement basically transfer the ownership of the irrigation line to the Township and all future maintenance of the irrigation line located within the municipal right-of-way will be the Township's responsibility. Reid's have agreed that there will be a one-time financial contribution of \$12,000 provided to the Township which will cover the future maintenance costs of this infrastructure.

**Corporate Strategic Plan:**

Safe and Well Maintained Roads and Infrastructure

**Financial Implications:**

The legal fees associated with preparing and registering the Assumption and Release Agreement are being rebilled and paid for by Reid's Heritage Homes. Any future maintenance required on the irrigation line will be paid for by the \$12,000 deposit provided by Reid's Heritage Homes.

**Consultation:**

This report was prepared in consultation with the Chief Administrative Officer, Dan Wilson, and the Managing Director of Infrastructure Services, Colin Baker.

Attachments:

- [Attachment #1 - Assumption and Release Agreement](#)

**Approved By:**

Colin Baker, Managing Director of Infrastructure Services  
Dan Wilson, Chief Administrative Officer



## ASSUMPTION AND RELEASE AGREEMENT

**THIS AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 2022.

**BETWEEN:**

**REID'S HERITAGE HOMES LTD.**

(hereinafter referred to as "**Reid's**")

-and-

**THE CORPORATION OF THE TOWNSHIP OF CENTRE WELLINGTON**

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

**WHEREAS:**

- (a) Reid's acted as the developer/declarant for Wellington Standard Condominium Corporation No. 204 ("WSCC 204"), which is located, in part, along Aberdeen Street and Riley Crescent in Fergus, Ontario, being within the Township's municipal boundaries;
- (b) As part of the development of WSCC 204, an irrigation waterline that services certain Units within WSCC 204 and crosses Aberdeen Street (the "**Waterline**") was placed by Reid's in the Township's right-of-way lands on Aberdeen Street without the Township's knowledge or permission;
- (c) Following the construction, rehabilitation, and finalization of Aberdeen Street, the Township was made aware of the unpermitted location of the Waterline;
- (d) The Waterline supplies WSCC 204 with water for irrigation, and is otherwise an important feature to WSCC 204 and its unit owners, who wish to keep the Waterline active and in place;
- (e) Reid's has now provided the Township with the as-built drawings, which are attached hereto as Schedule "A" (the "**As-Builts**"), and which have been reviewed and deemed satisfactory by Township Engineering Staff;
- (f) The Township has agreed to assume the Waterline as part of its infrastructure insofar as the Waterline is accurately depicted by the As-Builts, and upon the terms and conditions set out herein;
- (g) Reid's has agreed to pay such amounts as described herein for the Township's assumption and ongoing maintenance of the Waterline, following which Reid's shall be released and discharged from such Waterline-related claims and obligations as further described herein;
- (h) The Township and Reid's (collectively, the "**Parties**") are desirous of setting out their mutual understandings, rights, and obligations in this Agreement.

**NOW THEREFORE**, in consideration of the matters agreed to herein and in consideration of Two Dollars (\$2.00) paid by each party to the others and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- (1) For the payment of Twelve Thousand Dollars (\$12,000.00) from Reid's to the Township, plus the Township's legal fees and disbursements in full, including HST, and other consideration as set out herein (the "**Settlement**"), the Township and its officers, directors, officials, employees, appointees and agents (referred to collectively as the "**Releasor**"), does hereby release and forever discharge Reid's, including its affiliates, divisions, subsidiaries, predecessors, successors, officers, directors, officials, employees, appointees and agents (referred to collectively as the "**Releasee**"), from all claims, complaints, demands, actions, damages and causes of action of any kind (the "**Claims**") which the Releasor may have or will have arising out of or in connection with the placement of the Waterline in the Township's right-of-way lands on Aberdeen Street, in the location depicted in Schedule "B" hereto and more specifically depicted in Schedule "A" hereto, except insofar as the actual specifications of the Waterline materially differ from the As-Built, or where such Claims arise or are attributable to the acts or omissions of the Releasee at any time prior to this Agreement or which cannot be reasonably deemed to be assumed by the Releasor by reason of its acceptance of the Waterline in accordance with the As-Built.
- (2) The Township and Reid's hereby acknowledge and agree that it is their intention that the Settlement monies (\$12,000.00) be paid to the Township using such funds held by the Township representing certain securities deposited by Reid's pursuant to the existing development agreement, whereas the payment of the Township's legal fees and disbursements shall be paid by Reid's via separate funds, whereby any invoices for legal fees and disbursements received by the Township shall be sent, or otherwise rebilled, to Reid's for payment at the Township's direction. Where any such funds described in this paragraph 2 are unavailable or otherwise insufficient to satisfy the Settlement, Reid's shall not be discharged of its obligation to pay the Settlement and shall ensure all funds are paid to the Township in accordance with this Agreement.
- (3) Upon receipt of the Settlement, the Releasor:
  - (a) Agrees that the Releasor shall not make any claim, complaint or take any proceedings in respect of any matter covered by this Release against the Releasee or any other person or corporation who might claim contribution or indemnity from the Releasee by virtue of the said claim, complaint or proceeding. The Releasor further agrees that any such claim, complaint or proceeding, if filed, will have been filed in bad faith and that this Agreement can be raised as a complete bar and estoppel to any such claim, complaint or proceeding.
  - (b) Agrees that if, as a result of the Releasor breaching the provisions of paragraph 3(a), any such claim is made by any person or entity to which the Releasee might be liable, the Releasor undertakes to hold harmless and indemnify the Releasee from any and all liability for such claim including all costs, expenses and legal fees expended in defending such claim.

- (c) Agrees and understands that the Settlement and this Agreement are a settlement of a disputed claim and are not an admission of liability on the part of the Releasee.
  - (d) Agrees that it shall assume the Waterline, which is defined only as such portion of the irrigation waterline servicing the units of WSCC 204 that is located within the Township's right-of-way along Aberdeen Road, and only insofar as the Waterline has been accurately depicted in the As-Builts, to be treated as municipal infrastructure for all ongoing and future maintenance and repair obligations indefinitely at its own cost and expense, provided that the Township shall be under no obligation to replace the Waterline when such replacement becomes necessary.
- (4) Upon payment of the Settlement, the Releasee forever releases any interest in the Waterline and acknowledges that the Releasor has sole and unfettered discretion in its management of the Waterline within the right-of-way, and that the Township is not restricted from treating the Waterline as it would treat other municipal infrastructure.
  - (5) The Parties agree that if any provision of this Agreement is held invalid, illegal or unenforceable under any applicable law, this invalidity, illegality or unenforceability shall not affect that validity, legality or enforceability of the remainder of this Agreement.
  - (6) The Parties confirm that they have full authority and capacity to release their respective rights and interests related to the Waterline under this Agreement.
  - (7) Each of the Parties acknowledges and agrees that the breach of the covenants and obligations hereunder will result in irreparable harm to the other(s) for which the other party or parties shall be entitled to obtain injunctive relief, monetary damages, reasonable legal fees and costs.
  - (8) Each of the Parties hereby irrevocably represents and warrants that they have not assigned to any person, firm, or entity any of the actions, causes of action, claims, debts, suits or demands of any nature or kind which they have released by this Agreement.
  - (9) Each of the Parties acknowledge that this Agreement contains the entire agreement between them, that the terms of this Agreement are contractual, are not a mere recital and any breach of these terms may be enforced against any party in breach, and may give rise to a damages claim against any such party, or any of them, enforceable by a further legal proceeding.
  - (10) The Parties acknowledge that each has been afforded the opportunity to obtain independent legal advice with respect to this Agreement before executing same and that each has signed this Agreement freely and voluntarily, without duress, coercion or undue influence and fully understanding the nature and consequences of same.
  - (11) This Agreement shall be governed by the laws of the Province of Ontario, Canada. Any dispute arising from this Agreement shall be determined by the laws of, and the parties attorn to the court of competent jurisdiction in, the Province of Ontario, Canada.

(12) This Agreement shall enure to the benefit of and be binding upon the Parties and their respective directors, officers, shareholders, principals, agents, employees, executors, heirs, administrators, successors and assigns, as may be applicable.

(13) This Agreement may be executed and delivered by the parties in one or more counterparts, each of which will be an original, and each of which may be delivered by e-mail or other functionally equivalent electronic means of transmission, and those counterparts will together constitute one and the same instrument.

SIGNED, SEALED AND DELIVERED on \_\_\_\_\_, 20\_\_\_\_

Date: 3/9/2022

) **REID'S HERITAGE HOMES LTD.**

)

) DocuSigned by:

)

)  \_\_\_\_\_  
Name: Ron McMillan

) Title: President

) "I have authority to bind the corporation."

Date: \_\_\_\_\_

) **THE CORPORATION OF THE TOWNSHIP OF  
CENTRE WELLINGTON**

)

)

)

)

) Name: Kelly Linton

) Title: Mayor

)

)

) Name: Kerri O'Kane

) Title: Clerk

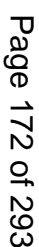
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) "We have authority to bind the corporation."

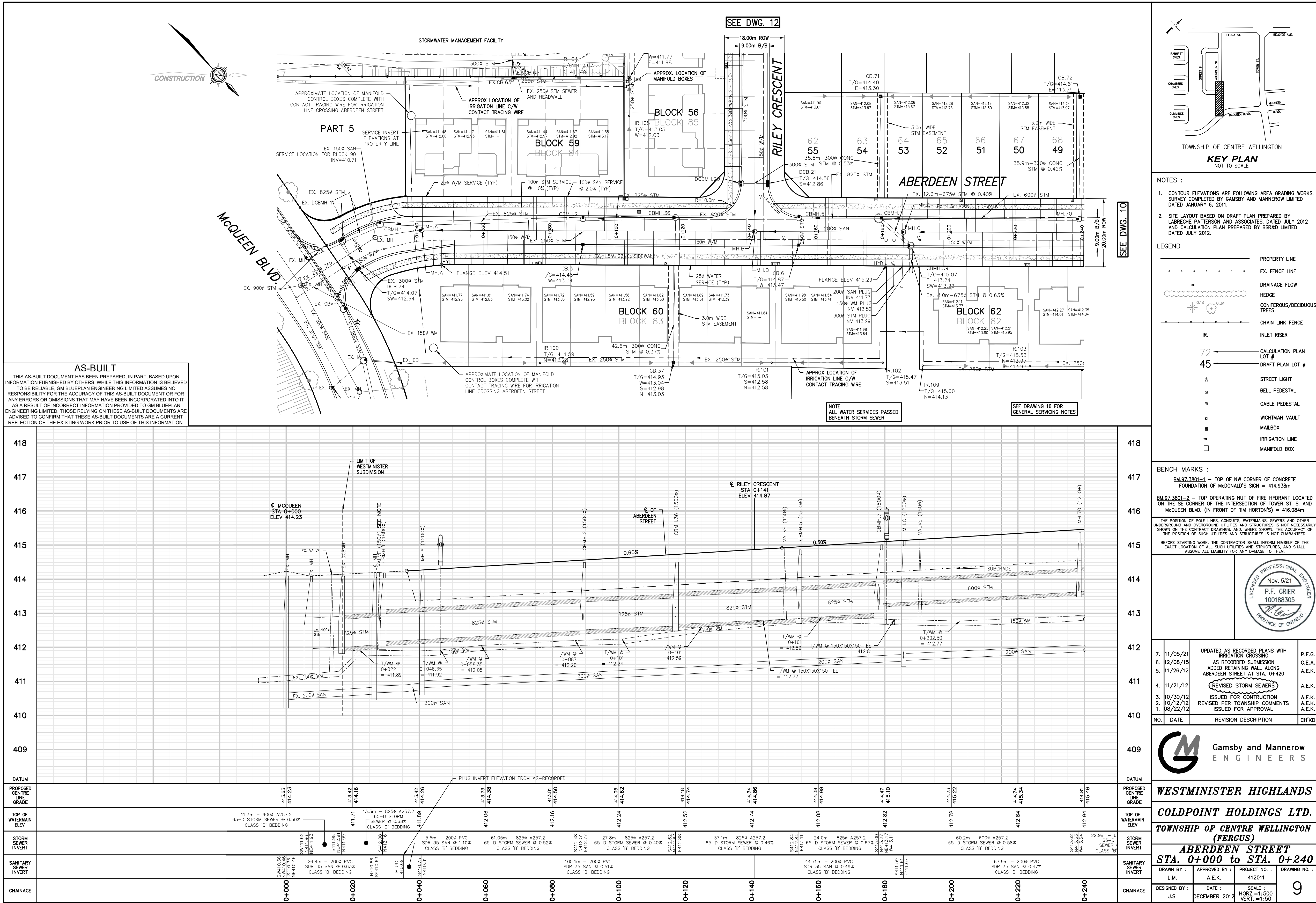
Schedule "A" – see enclosed:

Index Sheet, General Plan No. 1 (Drawing No. 7), and Aberdeen Street (Drawing No. 9).









Schedule B – approx. location.







## Report to Committee of the Whole

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**To:** Mayor Linton and Members of Council

**Report:** PLN2022-22

**Prepared By:** Brett Salmon, Managing Director of  
Planning and Development

**Date:** 19 Apr 2022

**RE:** Subdivision Agreement, Storybrook Phase 2B

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### **Recommendation:**

THAT the Council of the Township of Centre Wellington authorize the Mayor and Clerk to execute a subdivision agreement with Sorbara Tribute Nigus Holdings Inc. in respect of Phase 2B of the subdivision known as Storybrook (Plan 23T-16003)

### **Report:**

In September of 2020, Council authorized the execution of a subdivision agreement for Phase 2A of the Storybrook subdivision in northwest Fergus. The services in part of Phase 2A have been completed, a subdivision plan registered, and dwellings are currently under construction. The remainder of Phase 2A is being serviced currently and will be completed soon.

The developer is now ready to proceed to service the next stage they are referring to as Phase 2B. Phase 2B includes lots for 210 dwelling units, including single detached, semi-detached and townhouse dwellings. There is also a large block of open space (woodlot and wetland) that is anticipated to be conveyed to the Township.

The land included in Phase 2B is illustrated in the attached key map.

The terms of the proposed subdivision agreement are the same as the Phase 2A agreement.

The Committee of the Whole agenda also includes a Development Charge Early Payment Agreement to provide for the financing of improvements to Beatty Line that are anticipated in 2023.

### **Corporate Strategic Plan:**

Healthy Growth

### **Consultation:**

Senior Management Team

Attachments:

- [Storybrook Phase 2BAgreement Final Draft](#)
- [Location Map](#)

**Approved By:**

Dan Wilson, Chief Administrative Officer

## **SUBDIVISION AGREEMENT**

### **B E T W E E N:**

**SORBARA TRIBUTE NIGUS HOLDINGS INC.**

- and -

**THE CORPORATION OF THE TOWNSHIP OF CENTRE WELLINGTON**

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SUBDIVISION AGREEMENT

THIS SUBDIVISION AGREEMENT made in quadruplicate this 25th day of April, 2022 pursuant to Section 51 of the *Planning Act*, R.S.O. 1990, c. P.13, as amended.

B E T W E E N:

**SORBARA TRIBUTE NIGUS HOLDINGS INC.**  
(hereinafter called the "Developer")

PARTY OF THE FIRST PART

- and -

**THE CORPORATION OF THE TOWNSHIP OF CENTRE WELLINGTON**  
(hereinafter called the "Township")

PARTY OF THE SECOND PART

W H E R E A S:

- A. The Developer is the owner of the lands described in Schedule "A" attached hereto which lands are the subject matter of draft plan approval for a residential subdivision (draft plan of subdivision 23T-16003) pursuant to section 51 of the *Planning Act* [referred to herein as the "Development"];
- B. The Township requires the Developer to enter into a written subdivision agreement with respect to the Development in satisfaction of one of the conditions of draft plan approval;

NOW THEREFORE this Agreement witnesses that in consideration of other good and valuable consideration and the sum of Two Dollars (\$2.00) of lawful money of Canada, now paid by each of the parties hereto to each of the other parties hereto, (the receipt whereof is hereby acknowledged), the parties hereto agree with each other as follows:

ARTICLE 1 – INTERPRETATION

1.1 Definitions

In this Agreement words commencing with a capital letter shall have the meaning set out in this Agreement including:

"Agreement" means this agreement and all schedules hereto and any documents incorporated herein by reference.

"Draft Plan" means the draft plan of subdivision 23T-16003 approved by the Local Planning Appeal Tribunal, subject to the provisions of this Agreement, in accordance with the provisions of the *Planning Act*, R.S.O. 1990, c. P. 13, as amended.

"Lands" means the lands described in Schedule "A" attached hereto which lands are the subject matter of draft plan approval for a residential subdivision pursuant to section 51 of the *Planning Act* which the Developer proposes to service and develop in phases.

"Township Engineer" means the Managing Director of Infrastructure Services and/or his designate which includes the consulting engineering firm retained by the Township for review and approval of the subdivision.

ARTICLE 2 – SUBJECT LANDS AND PRECONDITIONS FOR SERVICING AND REGISTRATION

2.1 Legal description

The Development consists of those Lands described in Schedule "A" attached hereto.

2.2 Implementation of Draft Plan Conditions

The Developer covenants with the Township that the Lands shall be developed in accordance with the conditions of draft plan approval, a copy of which is attached as Schedule "B".

### 2.3 Clearance of conditions with respect to Plan to be registered

Before the Township informs the County that its requirements prior to registering all or a portion of the plan of subdivision [the “M-Plan”] have been met, the Developer shall:

- i) reimburse the Township for all costs and expenses, including administrative expenses as defined herein, incurred by the Township in respect of the subdivision proposed for the Lands;
- ii) pay any fees required by the Township’s Fees and Charges By-law, as amended, including administrative fees for the establishment of assessment records for each parcel within the Subdivision;
- iii) pay in full all outstanding taxes including drainage, local improvement and special rates and charges which relate to the Lands;
- iv) deposit with the Township the Letter of Credit, securities, confirmation of insurance and the advance towards administrative expenses as required in Articles 9, 10.2 and 11.7;
- v) Deliver transfers of all lands described in Schedule “D” and of all easements and of all Lots and Blocks required by the Township, enumerated on Schedule “E”, free of charge, free and clear of all encumbrances, leaving the date of each transfer and the plan number and the description blank and authorizing the Township Solicitor to insert such date and plan number when the plan is registered and to register such transfers at the Developer’s expense.
- vi) Ensure that all final plans and specifications required by the Township for the municipal services to be constructed in accordance with this Agreement, including the grading control plan, have been approved by the Township Engineer;
- vii) Deposit with the Township evidence that the Developer has made satisfactory arrangements with the appropriate providers for the provision of permanent and/or temporary hydro, telephone, natural gas, fibre-optic and cable television services to this plan and that the plans for such utilities have been reviewed and accepted by the Township Engineer so that conflicts with required municipal services are avoided;
- viii) Provide an Engineer’s Report to the satisfaction of the Township Engineer, stating the means whereby storm water from the development on the Lands will be carried to sufficient outlet and showing how erosion and siltation will be controlled during and after construction. Where storm water must be conducted through, or deposited upon, private lands before it reaches sufficient outlet, the Developer shall have obtained and conveyed to the Township the necessary easements and agreements, as set out in clause v) above. The Developer shall also provide a detailed erosion and siltation plan prepared by a technically qualified consultant showing how the erosion/siltation effects will be contained and minimized prior to, during and after construction, to the satisfaction of the Township;
- ix) Obtain from the Managing Director of Infrastructure Services confirmation that adequate water supply and capacity in the sewage collection system is available to accommodate the proposed development on the Lands;
- x) Satisfy all conditions of Draft Plan approval; and
- xi) Satisfy the Township regarding the financing of off-site services in accordance with this agreement.

### 2.4 Requirements Prior to Commencement of Work

Prior to starting construction of services within any part of the M-Plan the Developer shall:

- i) Notify the Township at least thirty (30) days before the commencement of construction and provide the Township with all information and material required by the Township;

- ii) Deposit with the Township a Letter of Credit as required by Article 9 of this Agreement;
- iii) Erect silt fences or other siltation and erosion control measures to the satisfaction of the Township. The silt fences and erosion control measures shall be erected prior to initiating any grading or construction on the site, and shall remain in place and in good repair during all phases of grading and construction;
- iv) Prepare and submit and have approved by the Township a Schedule of Progress and Completion which shall set out how the construction of the services and utilities will be scheduled to be completed within the four (4) years contemplated by Article 8; and
- v) Obtain all consents, approvals, and permits required by law and provide written evidence of same to the Township Engineer.

#### 2.5 Delivery of Registered Plans

Upon registration of the M-Plan the Developer shall forthwith deliver to the Township Planning Coordinator ten (10) copies of the plan of subdivision (for each phase, if applicable) and a digitized disk of such plan in a computerized format which is compatible with the most current Autocad ".dwg" file, or in a format approved by the Township Planning Coordinator.

### **ARTICLE 3- SPECIAL PROVISIONS**

#### 3.1 Exceptions

Variations and exceptions from the standard provisions of this Agreement, if any, are attached hereto as Schedule "C".

### **ARTICLE 4- CONVEYANCES AND PAYMENTS TO BE MADE**

#### 4.1 Lands to be conveyed for public purposes

The Developer shall convey to the Township the lands described more fully in Schedule "D" so that the Township acquires a good and marketable title thereto free of any mortgage, lien or other encumbrance.

#### 4.2 Easements, Blocks and Reserves to be conveyed for public purposes

The Developer shall convey to the Township an easement or easements, affecting part of the Lands as described in Schedule "E, for the purpose set out therein. The Developer shall provide evidence in writing to the Township that easements have been conveyed as required by other utility companies for telephone, natural gas or similar services.

#### 4.3 Payments to be made to Township

The Developer shall make payments to the Township in the amounts and at the times specified on Schedule "F".

### **ARTICLE 5- CONSTRUCTION OF SERVICES**

#### 5.1 Services to be provided

The Developer, at the Developer's sole cost, shall cause to be constructed and installed those municipal services outlined in Schedule "G" attached hereto.

## 5.2 Developer's engineers

The Developer has retained and, until Developer has fulfilled all of its obligations pursuant to this Agreement, shall retain, a civil engineer registered with Professional Engineers Ontario in order to provide engineering services with respect to the design and installation of the municipal services which shall be in accordance with the current standards and specifications of the Township. All plan(s) and specifications and any modifications thereto required by applicable ministries and agencies, and the contractors to be employed for the installation of services, shall be subject to the written approval of the Township Engineer.

## 5.3 As-recorded drawings

The Developer shall cause its engineers to deliver to the Township Engineer three complete sets, and to the Township's Planning Co-ordinator one complete set, of as-recorded drawings and an electronic file of such drawings upon completion (following approval of the preliminary certification of the services by the Township Engineer) showing each of the said services as constructed.

## 5.4 Installation, supervision and inspection

All services required to be constructed or installed by the Developer hereunder shall be constructed or installed under the full-time supervision of the Developer's engineers and to the satisfaction of the Township Engineer, who, acting reasonably, shall be empowered to:

- (i) conduct such test of materials, methods and workmanship as they may determine including the use of close circuit television cameras for inspection of underground services prior to either preliminary or final acceptance of any of the required services; and,
- (ii) require that any and all work shall cease until any breach of plans or specifications or its requirements (of which such engineers shall be the sole judge) has been remedied (other than the work required to be done to remedy such breach) and if such engineers deem it necessary to engage technical supervision. The expense of such technical supervision, if engaged, shall be a debt due to the Township by the Developer recoverable on demand.

The Developer shall correct any deficiencies noted by the Township Engineer as soon thereafter as is practicable. In the event that the Developer fails to install the services described in Schedule "G" as required by the Township Engineer in accordance with this Agreement then the Township may give fifteen (15) days written notice of the default by prepaid registered mail to the Developer at the address provided in Article 18.2; thereafter the Township may enter upon the Lands and proceed to supply all materials and do all necessary works in connection with the installation of services, including the completion, repair and reconstruction of faulty work and the replacement of materials not in accordance with the approved plans and specifications. The Developer shall forthwith pay the cost of such work to the Township upon demand and the Township may draw upon the security provided pursuant to Article 9 to pay for all such costs and fees.

## 5.5 Street names and required signage

Where applicable, the Developer shall cause the roads and streets forming a part of the Lands to be named to the satisfaction of the Township and the Developer shall be responsible for the supply and placement of all street identification signs and all traffic control signs related to this development prior to the issuance of preliminary acceptance of the Stage I & II services. Furthermore the Developer shall be responsible for the supply and placement of all required "No Parking" signs upon completion of the Stage III services.

#### 5.6 Winter road and sidewalk maintenance

On or before the 1st day of October each year, the Developer shall make written request to the Managing Director of Infrastructure Services for snow removal services to be provided by the Township on specified roads and sidewalks after the streets and sidewalks have been constructed to an acceptable condition and after occupancy of at least 25 percent of the total number of dwelling units.

Where snow plowing is to be provided by the Township, on or before the 15th day of October each year, the Developer shall, at its own expense, ensure the following with respect to such, roads and sidewalks:

- i) all ironworks including, but not limited to, water valves, manholes and catchbasins shall be installed flush with the surrounding grades; and,
- ii) that there are no obstructions within the road allowance so as to permit the Township proper vehicular access and prevent damage to snow removal equipment for said winter maintenance works.

It is agreed that any maintenance performed by the Township pursuant to this section shall be deemed to have been performed by the Township as agents of the Developer and no action on the part of the Township pursuant to this paragraph shall constitute an assumption by the Township of said roads and streets and sidewalks. All temporary emergency access routes shall be maintained by the Developer at their expense and shall be cleared of ice and snow accumulation within 18 hours of the event.

#### 5.7 Repair and maintenance of services

The Developer shall be responsible for the repair and maintenance of each service to be constructed pursuant to this Agreement until the Township has granted Final Acceptance with respect thereto. The Township shall have the right to undertake emergency repairs and maintenance of such services but in such instances this shall not be considered a waiver of the Developer's obligations to maintain and repair.

#### 5.8 Guarantee period

Each of the services required by Article 5.1 hereof shall be guaranteed by the Developer for a period of not less than one year from the date on which the Township grants Preliminary Acceptance with respect to such service. Such service shall only be assumed by the Township or Hydro, as the case may be, upon the Township granting Final Acceptance at the end of the guarantee period with respect to such service; the guarantee shall remain in effect until Final Acceptance has been granted for the applicable service.

#### 5.9 Notice that services not assumed

Until Final Acceptance for all services has been granted the Developer shall erect and maintain signs as approved by the Township at all entrance points to the subdivision indicating that the Township has not assumed responsibility for municipal services within the subdivision.



#### 5.10 Stages of construction for services

The Developer acknowledges that the Township will only grant acceptance, whether preliminary or final, on the basis of four distinct stages of construction and where the subdivision development is phased, within the whole of each phase as approved by the Township. The stages are as follows:

- (i) Stage I services for purposes of this Agreement consist of all underground works including
  - a) all storm and sanitary sewers and foundation drain collection system;
  - b) watermain;
  - c) conduits or pipes for the electrical distribution system, communications and street lighting under roads;
  - d) all other servicing including all water, storm and sanitary sewer service connections to the limit of the street allowance for each proposed building lot or block; and
  - e) storm water management facilities
- (ii) Stage II services include all works up to and including
  - a) curbs;
  - b) gutters;
  - c) base asphalt;
  - d) placement of all required street signs and traffic control signs;
  - e) erection of a sign at least twelve (12) feet by eight (8) feet to be approved by the Township Engineer at each entrance to the subdivision from a public road, which shall depict the plan of subdivision and shall indicate the locations of all sidewalks, restricted parking zones, mailboxes, and fencing including the type of fencing;
  - f) erection of a sign at least three (3) feet by three (3) feet to be approved by the Township Engineer at each point of entry to the subdivision stating that the services including the streets have not been assumed by the Township, and that anyone using the services or streets does so at their own risk; and
  - g) completion of parkland with grading, topsoil, approved vegetation including sod or seed.
- (iii) Stage III services involve the completion of:
  - a) the electrical distribution system, communications, street lighting and gas which shall be completed prior to occupancy of any residence; and,
  - b) all required fencing.
- (iv) Stage IV services include:
  - a) final course of asphalt (to be placed a minimum of one year following placement of base asphalt);
  - b) sidewalks;
  - c) street trees; and
  - d) all other services required by this Agreement.

#### 5.11 Environmental Control and Inspection

The Developer shall be responsible for the cost of all inspection required for the purpose of environmental control and protection. The Developer shall be responsible for the cost of retaining a qualified environmental inspector to monitor all phases of development and construction including grading, servicing and building construction and to report to the Township Engineer on the erosion and sediment control measures and procedures. The Developer shall provide a qualified environmental inspector, satisfactory to the Township Engineer to inspect the site during all phases of development and construction including grading, servicing and building construction. The environmental inspector shall monitor and inspect the erosion and sediment control measures and procedures on a monthly or more frequent basis if required. The environmental inspector shall report on his or her findings to the Township on a monthly or more frequent basis. The Township recognizes that the environmental inspection for this subdivision can be completed by a qualified engineering inspector to the satisfaction of the Township.

#### 5.12 Written Permission

The Developer agrees that no work including but not limited to tree removal, grading or construction will occur on the Lands until such time as the Developer has obtained written permission from the Township Engineer or has entered into a subdivision agreement with the Township.

#### 5.13 Stabilization

The Developer shall stabilize all disturbed soil within 90 days of being disturbed, control all noxious weeds and keep ground cover to a maximum height of 150 mm (6 inches) to the satisfaction of the Township Engineer until the release of the subdivision agreement on the block/lot so disturbed.

#### 5.14 Construction Traffic Access and Control Plan

The Developer shall prepare and implement a construction traffic access and control plan for all phases of servicing and building construction to the satisfaction of the Township Engineer. Any costs related to the implementation of such a plan shall be borne by the Developer. All damage or maintenance required to surrounding streets as a result of such traffic shall be at the Developer's cost.

#### 5.15 Erosion and Sedimentation Control

The Developer shall construct, install and maintain erosion and sediment control facilities, prior to any grading or construction on the Lands, in accordance with a plan that has been submitted to and approved by the Township Engineer.

#### 5.16 Wells and Boreholes

The Developer shall ensure that any domestic wells or boreholes drilled for hydrogeological or geotechnical investigations shall be properly abandoned in accordance with current Ministry of the Environment, Conservation and Parks Regulations and Guidelines to the satisfaction of the Township Engineer. The Developer is required to provide a copy of the Ministry of the Environment Well Record as proof that the wells have been abandoned in accordance with the Ontario Water Resources Act, R.R.O. 1990, Regulation 903, as amended and such proof shall be provided prior to the issuance of Final Acceptance.

#### 5.17 Certification of Fill

The Developer shall submit a report prepared by a Professional Engineer to the satisfaction of the Chief Building Official certifying all fill placed below proposed building locations. All fill placed within the allowable zoning by-law envelope for building construction shall be certified to a maximum distance of 30 metres from the street line. This report shall include the following information: lot number, depth of fill, top elevation of fill, and the area approved for building construction from the street line.

#### 5.18 Soil Gases

The Developer shall submit a report prepared by a Professional Engineer to the satisfaction of the Chief Building Official providing an opinion on the presence of soil gases (radon and methane) in the plan of subdivision in accordance with applicable provisions contained in the Ontario Building Code.

#### 5.19 Fill Importation Requirements

If the Developer intends to import fill from off the subject site for use on the site, the Developer shall prepare and implement a Soil Testing, Site/Soil Management, and Reporting Protocol to the satisfaction of the Township.

## **ARTICLE 6- DRAINAGE**

### **6.1 Overall grading plan**

The Developer has retained a civil engineer registered with Professional Engineers Ontario to prepare an overall grading and lot drainage plan. Such plan shall be submitted to and approved by the Township Engineer and a copy thereof when so approved [the "Approved Grading Plan"] the applicable portion thereof shall be delivered by the Developer to each purchaser of a lot or block, or part thereof, forming a part of the Lands. A copy of the approved drainage plan shall be filed with the Township Engineer and the Township's Chief Building Official.

### **6.2 Rough-grading, stockpiles and weed-free maintenance**

The Developer shall ensure that all lots or blocks, or parts thereof, forming a part of the Lands shall be rough graded and drained in accordance with the Approved Grading Plan and to eliminate any ponding of water. All drainage works required to accommodate the Approved Grading Plan shall be constructed and installed by the Developer. Any clearing, grubbing or area grading required to implement the Approved Grading Plan must be approved by the Township Engineer prior to the operations on site taking place. The Developer shall also obtain the approval of the Township Engineer for stockpile location. All vacant lots, blocks or parts thereof shall be maintained by the Developer cutting down weeds when required to do so by the Township until the date that a building had been erected on the applicable lot, block or part thereof, failing which the Township may do so at the cost of the Developer.

### **6.3 Plot Plans for building lots**

All applications for a building permit for any lot, block or part thereof forming part of the Lands shall be accompanied by a Plot Plan which shows elevations of top of foundation, garage floor, all lot corners and sufficient other elevations to confirm that the proposed building and resulting lot grading will conform with the Township's servicing standards and the Approved Grading Plan referred to in Article 6.1. Such Plot Plan must be approved by the Township prior to acceptance of any building permit application, and any variance between the information shown on the Plot Plan and the Approved Grading Plan shall require the prior written approval of the Township.

### **6.4 Certification of grading**

All applications for written evidence of compliance with the terms of this Agreement for any part of the Lands shall be accompanied by a certification to the Township from a Civil Engineer registered with Professional Engineers Ontario or Ontario Land Surveyor using the form of certification attached hereto as Form 1 which confirms that the building constructed and the grading of the land to be released, is in conformity with the applicable Township's servicing standards, the Plot Plan referred to in Article 6.3, and the Approved Grading Plan referred to in Article 6.1 and that any variance from the plan has received the prior approval of the Township Engineer.

## **ARTICLE 7- ACCEPTANCE AND OWNERSHIP OF SERVICES**

### **7.1 Preliminary Acceptance**

Upon the satisfactory completion of each stage of servicing as identified in Article 5.10 and provided that:

- (i) the Township Engineer has given approval of the written certification to be provided to the Township by the Developer's Consulting Engineers that all such services have been constructed and installed in accordance with the approved plans and specifications and this Agreement; and
- (ii) the Developer has paid all monies then payable by it to the Township.

The Township's Managing Director of Infrastructure or his designate may grant Preliminary Acceptance of the applicable services and thereafter the said services shall be subject to the minimum one-year guarantee and maintenance period described in Article 5.8.

## 7.2 Final Acceptance

The Managing Director of Infrastructure Services may grant the Final Acceptance of all of the applicable services constituting the stages of servicing identified in Article 5.10 at a date at least one year after the date of the Preliminary Acceptance referred to in Article 7.1 for such services. Final Acceptance will only be issued once all the stages have been completed provided Developer has paid all monies payable by it to the Township, and the Township Engineer:

- (i) is satisfied the applicable services have been completely installed;
- (ii) is satisfied that no repairs or maintenance work on the applicable services remains to be completed;
- (iii) is satisfied that all standard iron bars, concrete monuments or monumentation of higher standard which were disturbed in the course of servicing or building, have been restored by or at the expense of the Developer and that a certificate from an Ontario Land Surveyor or other evidence satisfactory to the Township's solicitor has been provided to confirm that all such monumentation has been located and, where necessary, replaced.
- (iv) has approved the formal certification from the Developer's Consulting Engineers to the Township certifying that all applicable works and services have been completely installed in accordance with the approved plans and specifications and this Agreement; and,
- (v) has received the mylar or similar copies of all as-recorded drawings and electronic copy thereof including the Approved Grading Plan
- (vi) quality control testing and inspections as required by the Township demonstrates that services and works have been constructed as per approved drawings to the satisfaction of the Township.

## 7.3 Acceptance during winter months

The Township will not provide a Preliminary or Final Acceptance certificate during the months of December, January, February or March in each year or at any other time when inspection of services is impractical.

## 7.4 Use of Service before Final Acceptance

The Developer agrees that the Township shall have the use of the services to be provided pursuant to this Agreement for the purpose for which each such service was designed and further that Township employees, agents and/or contractors may, on no notice, make emergency repairs to such services. The exercise by the Township of its powers under this Article shall not be deemed to be an acceptance of such service, an assumption of any liability associated with such service or a waiver of any rights of the Township to enforce its rights under this Agreement. Until final acceptance of all services has been granted pursuant to Article 7.2, the Developer shall maintain signs as referred to in clause (v) of Article 2.5 at each point of entry to the subdivision stating that the services including the streets have not been assumed by the Township.

## 7.5 Ownership of services

Upon the issuance to the Developer of the Final Acceptance Certificate the ownership of the services described in such certificate (except grading) shall vest in the Township and the Developer shall have no claims or rights thereto, other than those accruing as an owner of land abutting the streets in which such services are installed.

## **ARTICLE 8- DEADLINE FOR COMPLETION OF SERVICES**

### **8.1 Four (4) -year deadline**

The Developer shall complete the construction and installation of services described in Article 5.1 and the rough grading required by Article 6.2 within forty-eight (48) months from the date on which the construction of services was commenced, failing which the Township may demand an increase in the amount of security or draw upon the existing security to complete such services or works.

## **ARTICLE 9- FINANCIAL ASSURANCES**

### **9.1 Type and amount of security**

Prior to commencing any work the Developer shall deposit with the Township cash, or an irrevocable standby letter of credit from a Canadian chartered bank acceptable to the Township and in a form approved by the Township based upon Form 2 attached to this Agreement [the "security"] to secure and guarantee to the Township due performance of the Developer's obligations relating to the provision of municipal services and all financial obligations of the Developer, present and future, pursuant to this Agreement and the security shall be in an original sum of not less than 100% of the value of the municipal and engineering services required by this Agreement plus applicable taxes. In the event that a letter of credit is provided then the Township shall be named as beneficiary/secured party therein.

### **9.2 Valuation of services**

The value of the various services for the purposes of the preceding paragraph shall be based on the cost estimates of the Developer's engineers, as approved by the Township Engineer, and adjusted as necessary to be equal to 100% of the contracted price plus the estimated engineering costs.

### **9.3 Reduction of security**

As work is completed and Preliminary Acceptance referred to in Article 7.1 is granted by the Township for any sections of the work, the security may be reduced to an amount equal to one hundred and thirty (130%) percent of the cost of the work remaining to be completed as estimated by the Developer's Engineers and verified by the Township Engineer. In no case will the security required under this Section be reduced to less than Fifty Thousand (\$50,000.00) Dollars until the issuance of the certificate of Final Acceptance for all services as provided in Article 7.2.

### **9.4 Authority to draw upon security**

The Developer specifically authorizes the Treasurer of the Township to draw upon the security provided pursuant to Article 9.1 and to use such monies to pay for any costs or expenses incurred by the Township in connection with or relating to the development governed by this Agreement and /or to satisfy any financial obligation of the Developer to the Township pursuant to the terms of this Agreement when due.

## **ARTICLE 10 – INSURANCE & INDEMNIFICATION**

### **10.1 Insurance**

The Developer shall take out and keep in full force and effect until 24 months following the Final Acceptance of the Public Services, at its sole cost and expense, insurance with an insurance company licensed to do business in Ontario. The insurance policy shall cover the Ownership of the Lands and include construction, installation, repair or maintenance of all Public Services. It shall include, but not be limited to:

#### **a) Commercial Liability Insurance**

Commercial general liability insurance applying to all operations of the Developer which shall include coverage for bodily injury or death, broad form property damage, products and completed operations liability, Developer's and contractor's protective liability, blanket contractual liability, contingent employer's liability, non-owned automobile liability and shall include cross liability and severability of interest clauses. This policy shall contain no exclusions for damage or loss from blasting, vibration, pile driving, the removal or weakening of support, shoring and underpinning, or from any other activity or work that may be done in connection with the development of this subdivision. Such policy shall be written with limits of not less than Five Million Dollars (\$5,000,000) exclusive of interest or costs, per occurrence and shall include the Township and its consulting engineers as additional insured. The Township may require by notice in writing to the Developer an increase in the amount of such coverage up to a maximum of Ten Million Dollars (\$10,000,000) for each occurrence.

#### **b) Automobile Liability Insurance**

Automobile liability insurance with an inclusive limit of liability of Two Million Dollars (\$2,000,000) on forms meeting the statutory requirements covering all licensed vehicles used in any manner in connection with the development of this subdivision including legal liability for damage to non-owned automobiles coverage and/or cargo insurance. The policy must provide coverage for bodily injury or death or property damage arising out of the Ownership, use or operation of all owned and/or leased automobiles.

#### **c) Environmental Pollution Liability**

Environmental pollution liability with a limit of Five Million Dollars (\$5,000,000) per occurrence and a deductible amount not greater than One Hundred Thousand Dollars (\$100,000) to cover injury to or physical damage to tangible property including loss or use of tangible property, or the prevention, control, repair, cleanup or restoration of environmental impairment of lands, the atmosphere or any water course or body of water on a sudden and accidental basis and on a gradual release. The policy shall include bodily injury, including sickness, disease, shock, mental anguish and mental injury.

10.1.1 All policies of insurance stipulated herein will be with insurers acceptable to and in a form satisfactory to the Managing Director of Corporate Services/Treasurer.

10.1.2 If required by the Township, the Developer shall prove to the satisfaction of the Township that all premiums on such policy or policies have been paid and that all insurance is in full force and effect.

10.1.3 The Developer agrees to deposit with the Township, prior to execution of this Agreement, a certificate of insurance as prepared by the insurer.

10.1.4 Such policies shall not be terminated, cancelled or materially altered unless written notice of such termination, cancellation, or material alteration is given by the insurers to the Township at least thirty (30) days before the effective date thereof.

10.1.5 The Developer shall file a renewal certificate with the Township not later than one (1) month before the expiry date of any policy of insurance provided pursuant to this Agreement. In the event that such renewal certificate is not received, the Township shall be entitled to either review the policy at the expense of the Developer or to order that all work on the Lands within the Plan cease until the policy is renewed.



10.1.6 The issuance of such policy of insurance shall not be construed as relieving the Developer from the responsibility for other or later claims or claims in excess of the limits of the policy, if any, for which it may be held responsible.

## 10.2 Indemnification

The Developer, its assigns and successors in title, agree that they shall indemnify and save harmless the Township of and from all actions, causes of action, suits, claims, demands, losses, costs, charges and expenses of every nature and kind whatsoever by whomsoever made, brought or prosecuted, including legal fees, which the Township may incur, be put to or have to pay, which may arise either directly or indirectly by reason of any activity of the Developer, its employees, servants, agents, contractors, subcontractors in completing the Public Services or other works under this Agreement; by reason of installation of any works or Public Services required or contemplated under this Agreement; by the failure of the Developer to complete the installation of the works or Public Services required or contemplated under this Agreement; or because of or on account of the Ownership, construction, use, existence, or maintenance of the property described in this Agreement; by the exercise of the Developer's powers and obligations under this Agreement; or by reason of the neglect of the Developer or its employees, servants, agents, contractors, subcontractors or others for whom the Developer is responsible at law in exercising its said powers and obligations under this Agreement. Without limiting the generality of the foregoing, the Developer and its assigns and successors in title agree to indemnify and save harmless the Township for any issues related to the alteration of any grade or existing level construction, the maintenance or repair of any street within the subdivision, or by reason of this failure, neglect or omission of the Developer to do anything agreed to be done pursuant to this Agreement or by reason of any act or omission of the Developer, including failure of the Developer to comply with the *Construction Act*, as amended from time to time. This provision shall apply even after the subdivision has been assumed if the act or omission of the Developer took place prior to Final Acceptance.

## **ARTICLE 11- DEVELOPER'S ADDITIONAL OBLIGATIONS DURING SERVICING**

### 11.1 Construction liens

Notwithstanding anything contrary contained in this Agreement, the Developer hereby agrees that the filing of any liens pursuant to the *Construction Act*, as amended, with respect to the services required by this Agreement, shall constitute a default by the Developer of the terms of this Agreement and shall entitle the Township to draw on any security required by this Agreement and to use the said draw to make payment into court of the holdback, together with costs. The Developer agrees that when it applies for a release of securities or for Preliminary Acceptance of the services or any part thereof or for a Certificate of Final Acceptance, it shall if requested supply the Township with a Statutory Declaration that all accounts for services and materials for such services have been paid, except the normal construction lien holdbacks, and that there are no claims for liens or otherwise in connection with such services or materials supplied for or on behalf of the Developer in connection with this Agreement.

### 11.2 Control of dust and other nuisances

The Developer agrees to control dust, dirt, mud, construction refuse and other nuisances on the streets adjacent to the proposed development and on any adjoining streets whether under the jurisdiction of the Township or other authority. The Township reserves the right to give written notice to the Developer to take remedial action if in the Township Engineer's opinion dust, dirt, mud or other nuisance from the development causes problems or complaints; if the necessary remedial action has not been taken within forty-eight (48) hours or the delivery of such notice to the Developer or its Engineers, the Township shall have the right to take such remedial action as specified in the written notice itself and the costs of same shall be paid forthwith by the Developer to the Township.

### 11.3 Construction Refuse and Debris

The Developer, and each subsequent owner of any part of the Lands shall regularly dispose of all construction refuse, debris or weeds in an orderly and sanitary fashion whether such items result from site servicing or house building or any other source related to the development of the site. If the Developer or each subsequent owner of any part of the Lands fails to remove and dispose of construction refuse and debris to

the satisfaction of the Township Engineer, the Township may give written notice to the Developer or applicable owner requiring proper disposal. If the Developer or any subsequent owner of part of the Lands fails to dispose of the refuse, debris or weeds within forty-eight (48) hours after having received a written request from the Township so to do, the Township may, without further notice, undertake such removal and disposal and the costs thereof shall be paid by the Developer or owner receiving the notice forthwith upon demand, which costs shall include all expenses incurred by the Township in carrying out such removal and disposal, and until paid such amounts shall constitute a charge against the applicable land and may be paid from the security pursuant to Article 9 or from the Building Deposit held by the Township pursuant to Article 13.1, as the case may require.

#### 11.4 Construction traffic

The Developer shall co-ordinate all construction traffic associated with the development in a manner which causes the least disruption to existing developed areas and shall implement recommendations of the Township Engineer with respect to site access.

#### 11.5 Storage of construction materials

The Developer covenants that at no time shall construction material for services or buildings to be constructed on the Lands be stored or stock-piled on any street allowance or other municipally-owned lands.

#### 11.6 Sewer Use By-law

The Developer agrees that construction of all services and residences within the development contemplated by this Agreement shall adhere to the requirements of the Township's Sewer Use By-Law in effect as amended from time to time. Under no circumstances shall surface or groundwater drains be connected to the Municipal Sanitary Sewer System.

#### 11.7 Payment of Township's costs

The Developer agrees to pay all reasonable costs and expenses, including engineering, planning, administrative and legal fees incurred by the Township and, if required for extra Council meetings, as a result of the Developer's development proposal and its obligations pursuant to this Agreement. Invoices for such costs and expenses shall be paid by the Developer within thirty (30) days of the date of delivery of the invoice; delivery shall be deemed to have been made on the third (3<sup>rd</sup>) day after mailing.

#### 11.8 Penalty and interest on late payments

In the event the Developer fails to make any payments to the Township as required by this Agreement or fails to pay any invoice or statement issued pursuant to this Agreement within thirty (30) days, then the Developer shall be declared to be in default under this Agreement and the said amount payable thereunder plus an administration fee equal to ten (10%) percent of such amount shall then be payable. The Township may make the payment from the Administrative Deposit referred to in Article 11.7. Until the required amount has been paid and the Administrative Deposit reinstated to the original amount of such deposit any sum owing to the Township shall bear interest at the rate of five (5%) percent above the prime per annum interest rate charged from time to time by TD Canada Trust (the "Bank") calculated monthly and payable monthly, with such interest rate to be adjusted from time to time on the same basis as prime interest rate adjustments are made by the Bank, and, in addition to any other remedy, the Township shall have the option to withhold building permits for any parts of the Lands.

#### 11.9 Maintenance of the storm water management facility and related infrastructure

The Developer is responsible to ensure that the storm water management facility and all related storm water quality/quantity appurtenances shall be maintained during all phases of the development and as such may require maintenance upon the completion of each phase or as directed by the Township.

#### 11.10 Transfer of Environmental Compliance Approvals

Upon the issuance of Final Acceptance of all stages of the development, the Developer shall make arrangements to transfer all applicable Environmental Compliance Approvals into the Township's name.

#### 11.11 Watermain commissioning, flushing and monitoring program

The Township requires a watermain commissioning, flushing and chlorine residual monitoring program be implemented. The Developer will be responsible for preparing the commissioning, flushing, and monitoring program for review and approval by the Township. The Township's Infrastructure Services Department will be responsible for the implementation of the program, however, the Developer will be responsible for all costs associated with the program implementation.

#### 11.12 Street lighting and pathway lighting

All operation and maintenance cost related to street lighting and pathway lighting shall be the responsibility of the developer until such time as the Township issues Final Acceptance of the development. All hydro costs associated with the street lighting and pathway lighting shall be the Developer responsibility from the time in which the hydro has been energized up to the time in which Final Acceptance has been issued by the Township for the development.

#### 11.13 Sanitary sewer flow monitoring

Prior to the placement of surface asphalt and at the Township's sole discretion, the Developer may be required to implement a flow monitoring program to demonstrate that any Inflow and Infiltration does not exceed acceptable limits as defined by the Ministry of the Environment, Conservation and Parks and industry best management practices. Furthermore, the flow monitoring program shall be conducted through the spring or fall during wet weather conditions. All costs associated with the flow monitoring program shall be the Developer's responsibility.

#### 11.14 Foundation Drain Collection System

The Developer will be required to provide costing, maintenance and longevity information regarding this system to assist in the establishment of a user fee.

### **ARTICLE 12- DRIVEWAY LOCATIONS**

#### 12.1 Timing of driveway cuts

The Developer covenants that no driveway cuts or ramps shall be installed, constructed or made until the foundation of the dwelling unit to be served by that particular driveway entrance has been completed.

#### 12.2 Approval of driveway locations

All driveway entrances or cuts shall be constructed or made at a location and in a manner approved by the Township Engineer.

#### 12.3 Driveway standards

All driveway ramps shall be constructed in accordance with the Township's servicing standards and flush with the back of curb and sidewalk. Driveway ramps shall be paved from the traveled portion of the street allowance to the front lot line as part of the municipal services described in Schedule "G" attached hereto.

## **ARTICLE 13- BUILDING DEPOSIT REQUIREMENTS**

### **13.1 Amount of and reasons for deposit**

The Developer, its successors on title, or such person's duly authorized contractors, shall, at the time of applying for a building permit for each parcel of land forming a part of the Lands, deposit with the Township a Building Deposit, which at the date of this Agreement is equal to the sum of \$4,000.00, which deposit is intended to ensure that:

- (i) that the parcel for which the permit is requested is graded in conformity with the Approved Grading Plan referred to in Article 6.1 and the individual Plot Plan referred to in Article 6.3;
- (ii) that all Ontario Building Code matters or requirements relating to the occupancy and the completion of the residence have been completed and approved by the Township's Chief Building Official; and, if applicable. In the event that the residence with respect to which the deposit was paid is occupied prior to the satisfaction of Ontario Building Code occupancy requirements (ii), the whole of the Building Deposit shall be forfeited to the Township.
- (iii) that driveway cuts and driveway ramps have been completed as required by this Agreement.
- (iv) any damages caused to municipal services or facilities adjacent to the construction site during construction of the residence are suitably repaired in accordance with municipal servicing standards and have been inspected and approved in writing by the Township Engineer and that all construction debris is properly disposed of in accordance with Article 11.3;

Depending on the subdivision's Final Acceptance status pursuant to Article 7.2, the Township may consider deferral of outstanding works categorized under items 13.1 (iv). Should deferral occur, these outstanding works would require completion in their entirety prior to Final Acceptance in addition to the requirements of Article 7.2.

### **13.2 Use of deposit monies**

The Township reserves the right to give notice to the applicant for the building permit and the then registered owner of such parcel and its duly authorized contractor, if known, that unless one or more of the matters outlined in subclauses (i) to (iv) inclusive of Article 13.1 are completed/repaired to the satisfaction of the Township Engineer or Chief Building Official, as the case may be, then the Township, through its agents, contractors or employees and with or without equipment, shall have the right to enter upon the said parcel and complete or rectify the matters referred to in the notice aforesaid and to pay for all of the costs incurred by it from the said Building Deposit monies. No part of the Building Deposit monies shall be repaid to the owner, or the owner's designate, until the Township Engineer has confirmed that subclauses (i) (ii) (iv) and (v) above have been satisfied and that the Chief Building Official confirms that subclause (iii) above has been satisfied.

### **13.3 Increases to deposits**

The amount of the Building Deposit described in this Article may be increased unilaterally by the Township on any anniversary date of this Agreement to take into account the effects of inflation as hereinafter provided. If in the month of the anniversary date of this Agreement in any year there shall have been an increase in the Composite Southam Construction Cost Index (Ontario Series) for the preceding one-year period then the Building Deposit may be increased in accordance with the percentage change in such index during such one-year period.

### **13.4 Cash or Letter of Credit**

The Building Deposit may be paid to the Township in cash or by delivery to the Township's Treasurer of an irrevocable standby letter of credit in a form approved by the Township based upon Form 2 attached to this Agreement.

## **ARTICLE 14- BUILDING PERMIT REQUIREMENTS**

### **14.1 Permits not assured**

The execution of this Agreement by the Township shall not be deemed to give any assurance that a building permit when applied for shall be issued.

### **14.2 Prerequisites for permits**

The Chief Building Official shall not issue a building permit(s) for the Lands until the following conditions have been fulfilled: -

- (i) the Township's Managing Director of Infrastructure Services has granted Preliminary Acceptance in writing of Stage 1 and Stage II services in accordance with Article 7.1.
- (ii) the Plot Plan detailed in Article 6.3 has been approved by the Township for the parcel of land for which a permit is required;
- (iii) the Township has received payment of any monies to be paid pursuant to Article 4.3 and any applicable Development or Educational Development Charge;
- (iv) all municipal taxes are paid in full in respect of all the Lands;
- (v) the security required by Article 9 is in good standing;
- (vi) the Building Deposit described in Article 13.1 has been paid to the Township;
- (vii) if the building site is within an area of known termite infestation, the building plans and specifications include provisions to render the building resistant to the infestation of termites to the satisfaction of the Chief Building Official; and,
- (viii) the application complies with applicable law; and,
- (ix) Site plan approval has been granted pursuant to Section 41 of the Planning Act, if applicable; and,
- (x) The plan of subdivision for the applicable phase has been registered.

Notwithstanding the foregoing, one or more building permits for model homes may be available in accordance with the Model Home provisions set out in Schedule "C".

### **14.3 Refusal to issue permit if Developer in default**

The Township shall have the power to refuse to grant building permits for any lot(s) in the plan(s) at any time when the Developer is in default under this Agreement and to issue permits for such stages of construction as authorized by the Chief Building Official.

## **ARTICLE 15- OCCUPANCY REQUIREMENTS**

### **15.1 Compliance with Ontario Building Code**

Occupancy of a residence shall not be permitted until:

- (i) the applicable requirements of the Ontario Building Code have been satisfied;
- (ii) all Stage I, II and III services have been completed;
- (iii) a water meter has been installed for the residence meeting Township specifications; and
- (iv) driveway cuts have been made in the curbs at the approved locations, and granular base has been installed in the driveway ramps.

15.2    Enforcement of occupancy permit requirement

In addition to the requirements of Article 15.1, no residence shall be occupied or used for residential purposes until the Chief Building Official has permitted occupancy following an inspection by the Chief Building Official or his designate confirming that all requirements of the Ontario Building Code concerning occupancy have been satisfied with respect to such residence. In the event of a breach of this requirement the whole of the Building Deposit shall be forfeited to the Township and the Township through its agents, employees or contractors, with or without equipment, shall be authorized, at its option, to enter upon the parcel of land to rectify any matter that is deficient or requires repair.

**ARTICLE 16- COVENANTS TO BE REGISTERED ON TITLE**

16.1    Covenants on title

The Developer shall incorporate the conditions and covenants set out in Schedule “H” as covenants and restrictions in all deeds for parts of the Lands which run with the land in perpetuity for the benefit of the abutting roads and street.

**ARTICLE 17- LAPSING OF AGREEMENT**

17.1    Two-year deadline to commence work

The parties agree that unless required security has been provided pursuant to Article 9 and construction of services commenced within two (2) years from the date of this Agreement the terms of this Agreement shall lapse

**ARTICLE 18- GENERAL PROVISIONS**

18.1    Licence to enter

The Developer grants to the Township, and shall retain for itself, a licence to enter upon all parts of the Lands in order to permit all work required by this Agreement to be completed in accordance with all approved plans and specifications. Such licence shall remain in existence until the Township issues a release for the applicable part of the Lands.

18.2    Notices

Any notice, invoice or other writing required or permitted to be given pursuant to this Agreement (including notice of a change of address) shall be deemed to have been given if delivered personally to the party or to an officer of the applicable corporation or, if delivered by prepaid first class mail, on the third (3<sup>rd</sup>) day after mailing. The address for service of each of the parties is as follows:

<u>Developer:</u>	Sorbara/Tribute Nigus Holdings Inc. c/o Sorbara Group of Companies 3700 Steeles Avenue West, Suite 800 Vaughan, Ontario L4L 8M9
<u>Township:</u>	The Corporation of the Township of Centre Wellington 1 MacDonald Square, Elora, Ontario, N0B 1S0 Attention: Municipal Clerk
<u>To any other person:</u>	at the address shown for such person in the last revised assessment roll or the latest address for such person as shown in the Township’s records.



### 18.3 Number and Gender

It is agreed between the parties hereto that the appropriate changes in number and gender shall be implied where the context of this Agreement and any schedules hereto so require in order that the Agreement and any part thereof shall be construed to have its proper and reasonable meaning.

### 18.4 Headings and Index

All heading and sub-headings and the Index within this Agreement are incorporated for ease of reference purposes only and do not form an integral part of the Agreement.

### 18.5 Waiver

It is expressly understood and agreed that the remedies of the Township under this Agreement are cumulative and the exercise by the Township of any right or remedy for the default or breach of any term, covenant, condition or agreement herein contained shall not be deemed to be a waiver or alter, affect or prejudice any other right or remedy or other rights or remedies, to which the Township may be lawfully entitled for the same default or breach; and any waiver by the Township of the strict observance, performance or compliance by the Developer or with any term, covenant, condition or agreement herein contained, or any indulgence granted by the Township to the Developer shall not be deemed to be a waiver of any subsequent default or breach by the Developer, nor entitle the Developer to any similar indulgence heretofore granted.

### 18.6 No assignment without consent

The Developer shall not assign this Agreement without the prior written consent of the Township, which consent will not be unreasonably withheld.

### 18.7 Severability

If any term of this Agreement shall be found to be *ultra vires* of the Township, or otherwise unlawful, such term shall conclusively be deemed severable and the remainder of this Agreement *mutandis* shall be and remain in full force and effect.

### 18.8 Developer's acceptance of Agreement

The Developer shall not call into question, directly or indirectly, in any proceedings whatsoever in law or in equity or before any administrative tribunal the right of the Township to enter into this Agreement and to enforce each and every term of this Agreement and this Agreement may be pleaded as estoppel against the Developer in any such proceedings.

### 18.9 Encumbrancer's consent

The Developer covenants that upon execution of this Agreement it shall cause every person having an encumbrance or charge affecting the Lands to postpone such interests in favour of the Township's interests pursuant to this Agreement and to provide duplicate registered copies of such postponement agreements to the Township's solicitor.

### 18.10 Certification of completion of Agreement requirements

The Developer and its successors, when not in default of this Agreement, may apply for a certificate confirming that all requirements of this Agreement have been complied with upon payment of the applicable fee. The Township may choose not to issue a certificate of compliance with respect to this Agreement for any particular part of the Lands during the months of December, January, February and March. The Township shall not issue such certificate until the following conditions have been fulfilled: -

- (i) all those conditions required under Article 14.2 which must be fulfilled prior to making application for a building permit;
- (ii) the certification detailed in Article 6.4 with respect to conformity to the drainage plan has been received by the Township for the lot or block for which a release is sought;

- (iii) the covenants detailed in Article 16 and Schedule “H” are registered on title of the lot or block for which a release is sought;
- (iv) the sodding of the lot has been completed;
- (v) all of the services set out in Article 5.10 have been completed and the guarantee periods with respect to same have expired;
- (vi) the Developer has delivered to the Township Engineer a Statutory Declaration stating that all accounts for services and materials for such services have been paid (except the normal guarantee holdbacks) and that there are no claims for liens or otherwise in connection with such services done or materials supplied for or on behalf of the Developer in connection with this Agreement.

18.11 Certificates of Compliance

Until such time as this Agreement has been certified to be complete with respect to any part of the Lands the Township will, upon request and payment of the applicable fee, provide a Certificate of Compliance with respect to such lot which shall detail the requirements of this Agreement yet to be fulfilled and confirming that all other requirements of this Agreement have been complied with.

18.12 Counterparts and electronic transmission

This Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same agreement. This Agreement, or its counterparts, may be sent and received by facsimile or similar electronic transmission and the communication by such means will be legal and binding on all parties.

18.13 Enurement

This Agreement and the covenants, provisions and conditions herein contained shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

**IN WITNESS WHEREOF** the parties hereto have affixed their corporate seal under the hand of their proper officers or set their hand and seal.

**SORBARA TRIBUTE NIGUS HOLDINGS INC.**  
Per:

\_\_\_\_\_

I/We have authority to bind the Corporation

**THE CORPORTATION OF THE TOWNSHIP  
OF CENTRE WELLINGTON**

Per:

\_\_\_\_\_

Kelly Linton, Mayor

Per:

\_\_\_\_\_

Kerri O’Kane, Clerk

We have authority to bind the Corporation

**SCHEDULE “A”**

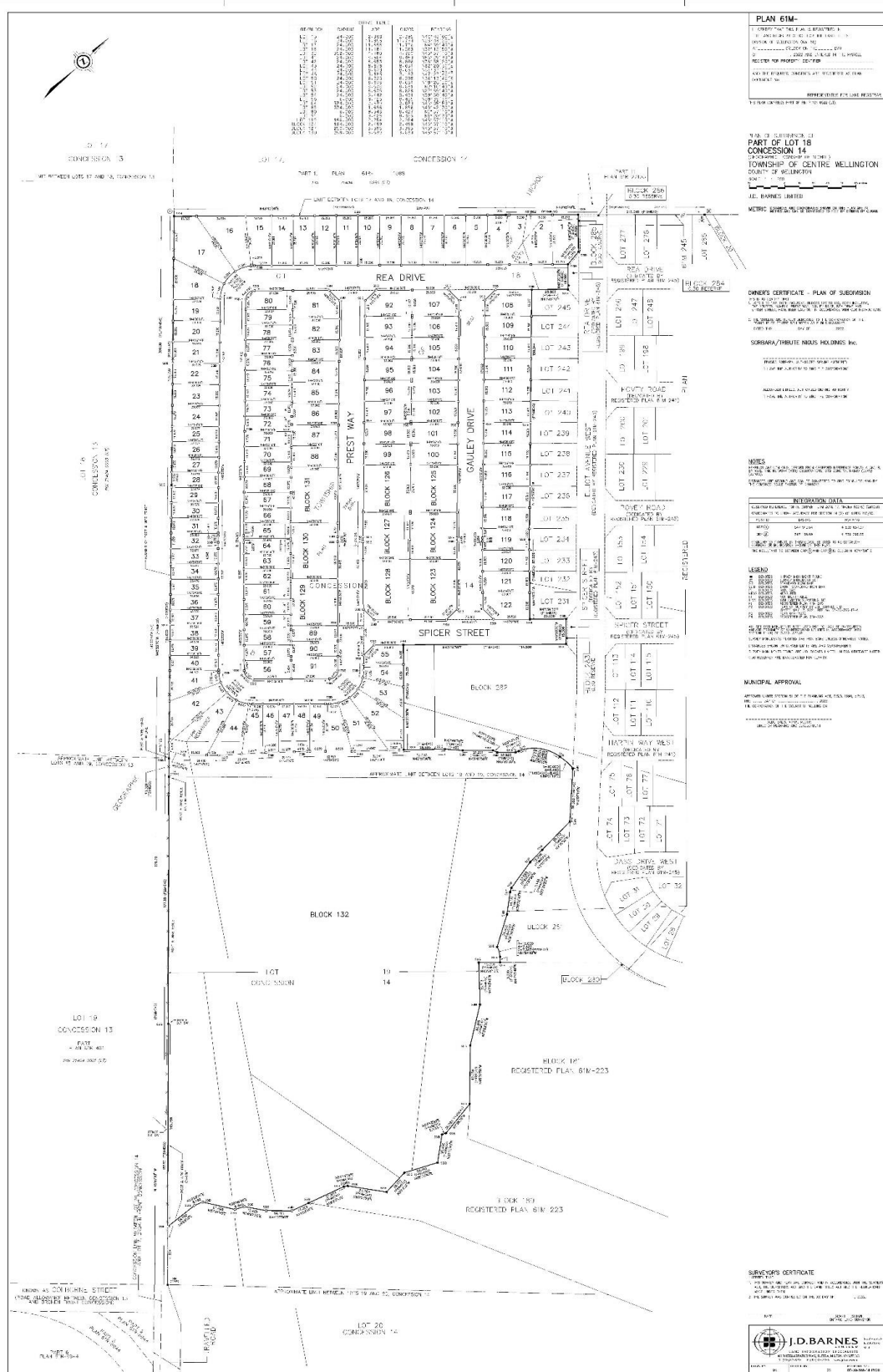
**Legal Description**

PART LOTS 18, 19 & 20 CONCESSION 14 (Township of Nichol) designated as Parts 1 and 2 Plan 61R-11272; save and except Plan 61M-223 and Plan 61M-245, Subject to Easement over Part 2, 61R-11272 as in MS13930; Township of Centre Wellington

PIN:  
71404-0522(LT)

## SCHEDULE "A1"

### Proposed M-Plan



**SCHEDULE "B"**  
**CONDITIONS OF DRAFT PLAN APPROVAL**

1. THAT this approval applies to the Phase 2 of the draft plan, County of Wellington File No. 23T-16003 as dated November 5, 2018 by GSP Group Ltd. (Project No. 14175.40), showing Blocks 1-22 being 478 to 527 single detached and street townhouse dwellings (18.06 ha); Block 49 being 78 to 120 medium density residential dwellings (3.49 ha); Block 51 being an existing farmhouse (0.12 ha); Blocks 52 and 53 being public parks (1.51 ha); Block 56 being an open space block (7.27 ha); Block 57 being a stormwater management area (0 ha); Block 63 being a 0.3 metre reserve blocks (0 ha); and the remainder as public streets (7.34 ha); altogether for a total of 556 to 647 dwellings on 37.79 hectares of land.
2. THAT the plan proposed for registration for any phase within the subdivision shall be reviewed and accepted by the Township of Centre Wellington prior to the County of Wellington's granting final approval. Prior to registration of the Final Plan for each phase in the Draft Plan, the Subdivider shall provide a lotting scheme of all residential blocks within the Final Plan for the phase to be registered, which shall include a lotting scheme of all residential blocks immediately adjacent to the phase to be registered, for the purpose of confirming housing types, lot sizes and compliance to the applicable minimum lot requirements in the Township Zoning By-law, as well as ensuring that the phase to be registered provides an overall range and mix of housing types contemplated for the entire Draft Plan, all to the satisfaction of the Township. The Subdivider further agrees that the Final Plan to be registered for the applicable phase shall conform to the lotting plan approved by the Township. The lotting pattern shall be designed to establish a mix of lot frontages along street blocks to promote variety and on-street parking opportunities and to encourage a mixture of lot sizes on a street block.
3. THAT the road allowances included in this draft plan shall be shown and dedicated as public highways.
4. THAT the streets shall be named, subject to final approval of the Township, and provided that such new street names are not duplicates of street names or phonetic sounding street names elsewhere in the County of Wellington.
5. THAT any dead ends, daylighting triangles at street intersections and open sides of road allowances created by this draft plan shall be terminated in 0.3 metre reserves to be conveyed to and held in trust, by the Township of Centre Wellington.
6. THAT the Owner agrees to satisfy the requirements of the Township of Centre Wellington in reference to parkland dedication in a manner satisfactory to the Township of Centre Wellington.
7. THAT prior to final approval by the County of Wellington, the County of Wellington is to be advised by the Township of Centre Wellington that appropriate zoning is in effect for this proposed subdivision.
8. THAT the Owner agrees in writing to satisfy all the requirements, financial and otherwise, of the Township of Centre Wellington and without limiting the generality of the foregoing, the provision of roads, installation of services, and drainage.
9. THAT the Owner shall prepare and implement a construction traffic access and control plan for all phases of servicing and building construction to the satisfaction of the Township and/or County. All damage or maintenance required to surrounding streets as a result of such traffic shall be at the developer's cost.
10. THAT the subdivision agreement between the Owner and the Township of Centre Wellington contain provisions satisfactory to the Township of Centre Wellington to address phasing and/or staging arrangements acceptable to the Township of Centre Wellington.
11. THAT, prior to any grading or construction on the site and prior to registration of the plan, the owners or their agents submit the following plans and reports to the satisfaction of the Grand River Conservation Authority:
  - a. A detailed storm water management report in accordance with the 2003 Ministry of the Environment Report entitled "Stormwater Management Planning and Design Manual", in keeping with the Functional Servicing and Stormwater Management Report, Storybrook Subdivision, prepared by R.J. Burnside & Associates Limited,

dated December 2016, with supplemental information dated February 2017.

- b. A detailed Lot Grading, Servicing and Storm Drainage Plan.
  - c. An Erosion and Siltation Control Plan in accordance with the Grand River Conservation Authority's Guidelines for sediment and erosion control, indicating the means whereby erosion will be minimized and silt maintained on-site throughout all phases of grading and construction.
  - d. An application for permit(s) pursuant to Ontario Regulation 150/06 for any works within the GRCA's regulated area.
12. THAT the subdivision agreement between the Owners and the municipality contain provisions for the completion and maintenance of the works in accordance with the approved plans and reports noted in Condition 11 above.
13. THAT prior to final approval by the County of Wellington, the Owner or its agent shall submit the following plans or reports to the Township of Centre Wellington for review and approval a Baseline Hydrogeology and Impact Assessment report that provides the following:
- i) An assessment of groundwater level monitoring data from on-site monitoring wells which shall include data collected over four full consecutive seasons. The report shall, based on the observed seasonal fluctuation in groundwater levels, provide a predicted "seasonal high" groundwater elevation across the site as well as a recommended seasonal high groundwater elevation on a lot by lot basis. The recommended high groundwater elevation for each lot is intended to ensure adequate vertical separation from the underside of the proposed basement floor elevation to the seasonal high groundwater elevation as a given lot. Proposed lot grading plans for the development shall provide a minimum 0.3m separation on all lots which may be achieved through an acceptable alternative such as an approved foundation drain collection system.
  - ii) Unless waived by the Township, a recommended protocol for a private well monitoring program which shall be undertaken quarterly by the developer. The monitoring protocol shall be approved by the Township prior to its implementation.
14. THAT the subdivision agreement between the Owner and the Township of Centre Wellington shall contain provisions satisfactory to the Township of Centre Wellington whereby the Owner shall agree:
- a) To implement and/or undertake all works according to all plans and reports, addendums thereto or supporting material submitted in support of the draft plan, including:
    - a. Wetland Assessment and Water Balance Study
    - b. Functional Servicing Report
    - c. Scoped Environmental Impact Study
    - d. Arborist Report
    - e. Urban Design Brief
    - f. Traffic Impact Study
    - g. Cultural Heritage Impact Assessment
    - h. Hydrogeological Study
    - i. Archaeological Assessment
  - b) To construct, install and maintain erosion and siltation control facilities, satisfactory to the Township, prior to any grading or construction on the subdivision lands in accordance with the approved Erosion and Siltation Control Plan. The erosion and siltation control facilities shall be inspected by the Owner's engineer during all phases of development and construction including grading, servicing, and building construction, and such inspection reports shall be submitted to the Township on a monthly or more frequent basis as set out in the subdivision agreement.
  - c) To maintain all storm water management and erosion and sedimentation control structures in good repair and operating order throughout all phases of construction until final acceptance of services has been granted by the Township of Centre Wellington.



- d) To appoint an architectural control consultant to the satisfaction of the Township for the purposes of reviewing lot site plans and front building elevations to ensure consistency with the Urban Design Brief.
  - e) To erect a subdivision sign on the property containing the following information:
    - i. Identifying all proposed uses within the draft approved plan of subdivision.
    - ii. Identifying off street parking restrictions to be imposed by the Township upon final acceptance of the subdivision.
    - iii. Illustrating the location of proposed sidewalks, public walkways, trails, fences and community mailbox locations
  - f) To pay the cost of supplying and erecting street name and traffic control signs in the subdivision, to the satisfaction of the Township.
  - g) To abandon, in accordance with the Ministry of Environment Regulations and Guidelines, any domestic wells and boreholes drilled for hydrogeological or geotechnical investigations within the limits of the draft plan of subdivision, to the satisfaction of the Township's Managing Director of Infrastructure Services.
15. THAT the subdivision agreement between the Owner and the Township of Centre Wellington shall contain provisions whereby the Owner shall make satisfactory arrangements with the appropriate providers for the provision of permanent and/or temporary hydro, telephone, natural gas, fibre-optic and cable television services to this plan.
  16. THAT the subdivision agreement between the Owner and the Township of Centre Wellington be registered against the lands to which it applies, and that a copy of the registered subdivision agreement is filed with the County of Wellington.
  17. THAT the Owner and the Township of Centre Wellington and/or the County of Wellington, where applicable, shall enter into an agreement containing provisions satisfactory to the Township of Centre Wellington and/or the County of Wellington to address service financing in order to ensure the construction and financing of all external services which are deemed necessary by the Township of Centre Wellington and/or the County of Wellington, to provide appropriate levels of service to this plan of subdivision.
  18. THAT prior to final approval by the County of Wellington, the County of Wellington is to be advised in writing by the Upper Grand District School Board that the Developer and the School Board have reached an agreement regarding the supply and installation of a sign (at the Developers expense and according to the Board's specifications) affixed to the permanent development sign advising prospective residents that students may be directed to schools outside the neighbourhood.
  19. THAT the Owner/Developer agrees in the subdivision agreement to advise all purchasers of residential units and/or renters of same, by inserting the following clause in all offers of Purchase and Sale/Lease, until such time as a permanent school is assigned:
 

*"Whereas the Upper Grand District School Board has designated this subdivision as a Development Area for the purposes of school accommodation, and despite the best efforts of the Upper Grand District School Board, sufficient accommodation may not be available for all anticipated students from the area, you are hereby notified that students may be accommodated in temporary facilities and/or bussed to a school outside the area, and further, that students may in future have to be transferred to another school."*
  20. THAT the Owner/Developer shall agree in the subdivision agreement to advise all purchasers of residential units and/or renters of same, by inserting the following clause in all offers of Purchase and Sale/Lease:
 

*"In order to limit liability, public school buses operated by the Service de transport de Wellington-Dufferin Student Transportation Services (STWDSTS), or its assigns or successors, will not travel on privately owned or maintained right-of-ways to pick up students, and potential busing students will be required to meet the bus at a congregated bus pick-up point."*
  21. THAT the Owner shall agree in the subdivision agreement that adequate sidewalks,

lighting and snow removal (on sidewalks and walkways) will be provided to allow children to walk safely to school or to a designated bus pickup point.

22. THAT the Owner shall agree in the subdivision agreement that Education Development Charges shall be paid prior to the issuance of a building permit.
23. THAT the Owner shall agree in the subdivision agreement to advise all purchasers of residential units and/or renters of same, by inserting the following clause in all offers of Purchase and Sale/Lease:  
  
*"A potential school site (Block 177 of Plan 61M-223) has been provided in an adjacent subdivision plan. The construction of a public school in the community is not guaranteed. Attendance at a school yet to be constructed in the area is also not guaranteed."*
24. THAT prior to final approval by the County of Wellington, the Owner agrees in writing satisfactory to the Upper Grand District School Board to provide the Board with a digital file of the plan of subdivision in either **ARC/INFO** export or **DXF** format containing the following information: parcel fabric and street network.
25. THAT the Owner provide to Union Gas the necessary easements and/or agreements required by Union Gas for the provision of gas services for this project, in a form satisfactory to Union Gas.
26. THAT the Owner shall complete to the satisfaction of Canada Post the following:
  - a) include on all offers of purchase and sale a statement that advises the prospective purchaser:
    - i) that home/business mail delivery will be from a designated Centralized Mail Box;
    - ii) that the developers/owners be responsible for officially notifying the purchasers of the exact Centralized Mail Box locations prior to the closing of any home sales.
  - b) the owner further agrees to:
    - i) work with Canada Post to determine and provide temporary suitable Centralized Mail Box locations which may be utilized by Canada Post until the curbs, boulevards and sidewalks are in place in the remainder of the subdivision.
    - ii) determine the location of all centralized mail receiving facilities in co-operation with Canada Post and to indicate the location of the centralized mail facilities on the appropriate maps, information boards posted in the subdivision. Maps are also to be prominently displayed in the sales office showing specific Centralized Mail Facility locations.  
  
Canada Post's multi-unit policy, which requires that the owner/developer provide the centralized mail facility at their own expense, will be in effect for buildings and complexes with a common lobby, common indoor or sheltered space.
  - c) that the installation of island(s) or median(s) on the streets or roadways adjacent to the easement(s) chosen for Community Mailbox use be prohibited.
27. THAT the Owner provide a copy of the final plan of subdivision created in Autocad (.dwg) format and submitted on CD (compact disc) media or by email to the satisfaction of the County of Wellington.
28. THAT the Owner provide a copy of the deposited Reference Plan submitted to the Land Registry/Titles Office for Wellington (No. 61) for "First Registration Under the Land Titles Act, R.S.O. 1990, c.L.5" to the satisfaction of the County of Wellington.
29. THAT the Owner have prepared by an Ontario Land Surveyor a final plan in accordance with the Surveys Act, and with the Registry Act or the Land Titles Act, as the case may be and have provided that plan **(being 2 mylars and 4 white prints – one white print with Ontario Surveyors Association sticker attached)** to the Director of Planning and Development for the County of Wellington prior to the lapsing date.
30. THAT, if final approval is not given to this draft plan **No. 23T-16003** within five (5) years of the day that draft approval is granted and if no extensions have been granted pursuant to subsection 51(33) of the Planning Act, draft approval shall lapse under subsection 51(32)

of the Planning Act, R.S.O. 1990. If the Owner wishes to request an extension to draft approval, a written explanation, together with a resolution from the Township of Centre Wellington must be received by the Director of Planning and Development for the County of Wellington **prior to the lapsing date**. Please note that an updated review of the plan, revisions to the conditions of approval, and any applicable fees, may be necessary if an extension is to be granted.

31. THAT the County of Wellington be advised in writing by the **Township of Centre Wellington** that conditions **1 through 10 and 13 through 17** have been satisfied.
32. THAT the County of Wellington be advised in writing by the **Grand River Conservation Authority** that conditions **11 and 12** have been satisfied.
33. THAT the County of Wellington be advised in writing by the **Upper Grand District School Board** that conditions **18 through 24** have been satisfied.
34. THAT the County of Wellington be advised in writing by **Union Gas** that condition **25** has been satisfied.
35. THAT the County of Wellington be advised in writing by **Canada Post** that condition **26** has been satisfied.
36. THAT the Owner remit to the County of Wellington the applicable final approval fee when the final plan is being presented to the County of Wellington for the County's consideration for final plan approval.

**SCHEDULE "C"**  
**VARIATIONS AND EXCEPTIONS FROM STANDARD PROVISIONS OF AGREEMENT**

General matters:

1. All references to Lots or Blocks in this Agreement refer to Lots or Blocks on the proposed M-Plan as set out in Schedule "A1".
2. Developer shall cause the streets within the plan of subdivision to be named at the time of registration of the plan in the manner specified by the Township.
3. The Developer shall ensure that the underground hydro electrical services and other utilities within its plan of subdivision are designed and installed to avoid conflicts with municipal services.
4. The Developer is responsible for ensuring that a recommended high groundwater elevation is provided on a lot by lot basis. The recommended high groundwater elevation for each lot is intended to ensure adequate vertical separation from the underside of the proposed footing elevation to the Seasonal High Groundwater elevation (SHGWL) at a given lot. Proposed lot grading plans for the development shall provide a minimum 0.3 m separation on all lots. If the minimum vertical separation cannot be met, foundation excavations are to be inspected by a Geotechnical Engineer prior to footing/foundation construction to confirm soil conditions match expected geotechnical/hydrogeological conditions. Inspection report to be provided to the Township of Centre Wellington Building Department as soon as possible (not later than commencement of framing).
5. A geotechnical engineer will observe the open excavation for all buildings prior to backfilling. If layers of high permeability material in excess of 600 mm are encountered in the excavation the basement dewatering system will be designed to accommodate the potential for greater than expected basement dewatering. This system will be designed to suit the maximum basement dewatering rate and will be submitted to the Township for their review and comment.

Foundation Drain Collection (FDC) System

6. The subdivision Lands have been shown to have a high water table which affects many of the lots and blocks within the draft plan of subdivision. The Developer's engineers have designed a Foundation Drain Collection (FDC) System which is intended to lower the ground water levels on specific lots sufficiently that residences constructed on these lots will not have basements adversely affected by high ground water. The Township has approved the installation of such FDC System subject to the following requirements and conditions:
  - a) ensure that each Purchaser of a lot or Block is advised that[a] the subject property is serviced by a Foundation Drain Collection system and of the maintenance requirement of such a system; and,
  - b) that every lot or block within the subdivision that contributes flows to the Foundation Drain Collection system, other than those owned by the Township, will be subject to a special sewer fee or charge affecting the plan of subdivision which rate shall generate sufficient funds for the Township to be able to assume, maintain, repair and where necessary replace the components of the Foundation Drain Collection system that are assumed by the Township.
7. Developer is responsible for the assessment, investigation and mitigation of any potential impacts to the quality or quantity of water in existing private wells in proximity to the site that may be impacted by the development.
8. The Developer shall receive approval of its tree preservation and planting plan prior to receiving final approval from the Township Engineer of its engineering plans.

### Urban Design Brief

#### 9. The Owner covenants and agrees to:

- a) Implement the Urban Design Guidelines prepared for the North West Fergus Secondary Planning Area by the Planning Partnership dated September, 2013 and the approved Urban Design Brief prepared by The Planning Partnership Design dated July 17, 2015.
- b) Retain or engage a professional architect ("Control Architect") to the satisfaction of the Municipality and at the Owner's sole cost and expense, who will be responsible for ensuring that the buildings and structures to be constructed within the Plan of Subdivision are constructed in accordance with the Urban Design Guidelines and the Urban Design Brief.
- c) Ensure that prior to the submission of individual building permit applications the Control Architect has stamped and signed the drawings certifying compliance with the Urban Design Guidelines and the Urban Design Brief.
- d) Obtain the prior written approval of the Municipality for any minor modifications to the proposed buildings and structures from the Urban Design Guidelines and/or the Urban Design Brief.

### Upper Grand District School Board Requirements

10. The Developer and the Upper Grand District School Board shall reach an agreement regarding the supply and installation of a sign (at the Developer's expense and according to the Board's specifications) affixed to the permanent development sign advising prospective residents that students may be bussed directed to schools outside the neighbourhood.

11. The Owner/Developer shall insert the following clause in all offers of Purchase and Sale/Lease, until such time as a permanent school is assigned:

*"Whereas the Upper Grand District School Board has designated this subdivision as a Development Area for the purposes of school accommodation, and despite the best efforts of the Upper Grand District School Board, sufficient accommodation may not be available for all anticipated students from the area, you are hereby notified that students may be accommodated in temporary facilities and/or bussed to a school outside the area, and further, that students in future have to be transferred to another school."*

12. The Owner/Developer shall include the following clause in all offers of Purchase and Sale/Lease:

*"In order to limit liability, public school buses operated by the Service de transport de Wellington-Dufferin Student Transportation Services (STWDSTS), or its assigns or successors, will not travel on privately owned or maintained right-of-ways to pick up students, and potential busing students will be required to meet the bus at a congregated bus pick-up point."*

13. THAT the Owner shall insert the following clause in all offers of Purchase and Sale/Lease:

*"A potential school site (Block 177 of Plan 61M-223) has been provided in an adjacent subdivision plan. The construction of a public school in the community is not guaranteed. Attendance at a school yet to be constructed in the area is also not guaranteed."*

### Groundwater/Well Monitoring

14. The Developer covenants and agrees to undertake a quarterly water well monitoring program for any on-site wells. The program shall continue for a minimum of two years after the Township grants Preliminary Acceptance of Stage I & II services for the final phase of the development. A monitoring progress report is to be submitted to the Township for its review on an annual basis, throughout the monitoring period, and a decision shall be made by the Township in consultation with its hydrogeologist, on an annual basis, regarding both the scope of continued monitoring and the need for any additional post 2-year monitoring.

15. The Developer covenants and agrees to investigate any well interference complaints received by the Developer, Developer's Agents, Ministry of the Environment, Conservation and Parks or the Township from owners of private wells including a determination of whether the complaint is valid, in the professional opinion of the developer's hydrogeologist. The results of each investigation shall be submitted for review to the Township and the Ministry of Environment, Conservation and Parks within 60 days of the complaint being received. Should a well become impacted as a result of the development, the Developer covenants and agrees to cover all costs associated with resolving the well interference.

Sewer and Water Allocation

16. 210 units of sewer and water reserve capacity are hereby allocated to this development.

SCHEDULE “D”

LANDS TO BE CONVEYED TO TOWNSHIP

Open Space	Block 132 according to the proposed M-Plan
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SCHEDULE “E”

EASEMENTS TO BE CONVEYED TO TOWNSHIP

Such storm sewer or other easements as are deemed necessary to implement the approved engineering plans shall be conveyed to the Township in accordance with municipal standards, including 3 m wide easements for rear yard catchbasins and storm sewers as needed.

An easement over the balance of the Developer’s lands outside of stage 2B of Plan 23T-16003, granting the Township access and rights for the purpose of maintaining municipal services installed by the Developer over the balance of the lands. This blanket easement is to be discharged as future lands are developed and replaced by specific easements.

SCHEDULE “F”

PAYMENTS TO BE MADE TO TOWNSHIP

<u>TO THE TOWNSHIP</u>		<u>DUE DATE</u>
1.	Building Deposit	upon Building Permit issuance
2.	Development and Education Charges	upon Building Permit issuance
3.	Such other payments resulting from any Service Financing Agreement or Parkland Development Agreement.	



**SCHEDULE "G"**  
**MUNICIPAL SERVICES TO BE PROVIDED BY DEVELOPER**

*The services described herein shall be constructed in accordance with plans and specifications meeting the Township's applicable servicing standards and as approved in writing by the Township Engineer.*

- 1.1 Storm Drainage Works
  - 1.1.1 Storm Sewers and service connections
  - 1.1.2 Manholes
  - 1.1.3 Catchbasins
  - 1.1.4 Completion of temporary Storm Water Management Facility including outlet channel and all related appurtenances.
- 1.2 Wastewater Collection System
  - 1.2.1 Sanitary Sewers to the limits of the subdivision and service connections
  - 1.2.2 Sewage pumping station and forcemain
  - 1.2.3 Manholes
  - 1.2.4 All related Appurtenances
- 1.3 Water Distribution System
  - 1.3.1 Water Mains to the limits of the subdivision and service connections
  - 1.3.2 Fire hydrants
  - 1.3.3 All related Appurtenances
- 1.4 Roadworks
  - 1.4.1 Roads and streets within the plan of subdivision
  - 1.4.2 Boulevard Topsoil and Sodding
  - 1.4.3 Signage (to be installed as required by this agreement and Township servicing standards)
  - 1.4.4 Sidewalks
  - 1.4.5 Trees \*
  - 1.4.6 Driveway ramps
  - 1.4.7 Retaining walls
  - 1.4.8 All Related Appurtenances
- 1.5 Utilities (to be provided without conflict with other municipal services)
  - 1.5.1 Underground Electrical Distribution System including street lights
  - 1.5.2 Telephone Cable
  - 1.5.3 Television Cable
  - 1.5.4 Fibre Optic Telecommunications
  - 1.5.5 Natural Gas Distribution System
  - 1.5.6 All Related Appurtenances
- 1.6 Fences
  - 1.6.1 Fencing in accordance with municipal standards as directed by Township Engineer.
- 1.7 Parkland
  - 1.7.1 Completion of parkland in accordance with municipal standards (subject to Schedule F).
- 1.8 Foundation Drain Collection System
  - 1.8.1 Foundation Drain Collector Sewer and Services
  - 1.8.2 Manholes
  - 1.8.3 All related Appurtenances

**All services, facilities and items to be provided pursuant to this Agreement shall be constructed, installed and provided as the case may be in accordance with the approved plans and specifications and where not otherwise so specified in accordance with the Township's Municipal Servicing Standards then in effect.**

**\* Trees shall be planted in accordance with the Township's policies affecting new subdivisions.**

## SCHEDULE "H"

**THE FOLLOWING COVENANTS AND RESTRICTIONS SHALL BE PLACED IN EVERY CONTRACT FOR THE SALE OF PART OF THE LANDS AND SHALL BE REGISTERED AGAINST THE TITLE TO EVERY LOT OR BLOCK FORMING A PART OF THE LANDS:**

The purchaser/transferee covenants as follows:

- i) the purchaser/transferee covenants and agrees that the surface grading and drainage including all swales for the within described land shall at all times conform to the Approved Grading Plan for the Lands referred to in the Subdivision Agreement with the municipality which controlled the development of the Lands and shall not be altered without the written approval of the municipality;
- ii) the purchaser/transferee covenants and agrees under no circumstances shall roof water, surface water or ground water drains be connected to the municipal sanitary sewer system;
- iii) the purchaser/transferee acknowledges and agrees that a storm sewer service shall be extended from the street line to the top of foundation elevation and that sump pumps shall be connected to the storm sewer service at the top of foundation in accordance with applicable municipal servicing standards, and further, that no gravity connection shall be made to the service. All sump pumps shall be installed with backflow preventers or check valves to the satisfaction of the Chief Building Official.
- iv) the purchaser/transferee covenants and agrees that the construction of any accessory buildings or structures (including swimming pools) shall require the approval of the Township and acknowledges that swimming pools may be adversely affected by high groundwater levels;
- v) the purchaser(s)/transferee(s) or successors in title from time to time covenant and agree to maintain any fence or acoustic barrier on or within the boundary of their within-described lands in a good state of repair as originally erected as a requirement under the subdivision or development agreement for the said subdivision, and when necessary replace same from time to time with a fence or acoustic barrier made of the same or similar materials and to the same standard as the original fence or acoustic barrier constructed;
- vi) the purchaser/transferee covenants that no curb cuts shall be made or driveway ramp installed until the foundation of the dwelling unit to be served by that particular driveway entrance has been completed;
- vii) the purchaser/transferee acknowledges and agrees that the soils which are used to backfill around the foundation of the dwelling unit on the subject lands may subside after the date upon which a certificate has been issued indicating that the lands have been graded in accordance with the approved lot grading plan and the purchaser/transferee covenants that in such event he/she /they or it shall provide and place additional soils to ensure that the lot continues to be graded in accordance with the approved lot grading plan,
- viii) the purchaser/transferee covenants and agrees that no building or construction materials associated with the residence to be constructed on the within lands shall be stored on a street allowance or other municipally-owned property; and,
- ix) the purchaser/transferee covenants and agrees to comply with the requirements of the Township's sewer use by-law in effect from time to time; and,
- x) the purchaser/transferee covenants and agrees that no dumping of any material (including snow, grass cuttings, yard waste, construction waste, and debris) is permitted on vacant lots, public property or on adjacent lands.

- xi) the purchaser/transferee acknowledges that the subdivision of which the subject parcel or lot forms a part is serviced not only by municipal water, sanitary sewer and storm sewer systems but also by a Foundation Drain Collection System designed to reduce the seasonally high ground water table. The purchaser/transferee further acknowledges that the subject parcel or lot will be subject to a special fee or charge authorized by the municipality affecting the subdivision to provide funds for the operation, maintenance, repair and replacement of the Foundation Drain Collection System. Such fee or charge shall be in addition to any other fee or charge levied by the municipality with respect to water and sewer systems.
- xii) the purchaser/transferee acknowledges that the subdivision of which the subject parcel or lot forms a part, may be serviced with an infiltration trench as part of the lot grading requirements. Furthermore the purchaser/transferee covenants and agrees that such gallery shall be kept clean and clear of any obstructions/structures and maintained at all times to ensure it functions as intended.

Each of the above covenants and restrictions shall run with the title to the lands and are declared to be for the benefit of the Transferor's remaining lands and for the benefit of the roads and streets abutting the within-described lands

FORM “1”

Final Lot Grading and Drainage Certificate

The undersigned hereby certifies to the Corporation of the Township of Centre Wellington (the Township) that the foundation of the buildings and structures and any openings in such foundation wall constructed on the following property:

STREET NO. STREET  
being LOT / BLOCK REGISTERED PLAN

have been constructed, at or above the elevations illustrated on the overall Approved Grading Plan (as approved by or on behalf of the Township) referred to in the Subdivision/Development Agreement registered against the title to the said property as shown on the as-built grading survey attached.

The undersigned further certifies to the Township that:

- (i) The final grading of the above referred to property has been completed in substantial compliance with the Approved Individual Lot Plot Plan described in the Subdivision / Development Agreement.
- (ii) The grade elevations of all lot boundaries and corners including the front lot corners of the property are in substantial conformance with the Approved Individual Lot Plot Plan; and,
- (iii) The lot has been graded to provide positive drainage in the front, rear and sideyard and that there is no area of the property which is subject to ponding of water.

This certificate is given and delivered to the Township in full knowledge that the Township relies on this certification in providing evidence of compliance with the applicable Subdivision or Development Agreement affecting this property.

Dated at , Ontario, this day of, , 20xx

Signature of OLS / Professional Engineer

Name of OLS / Professional Engineer

Distribution:

Infrastructure Services, Engineering Department – Engineering Technologist

**NOTE: Copies of this form of certification are available at the Township’s Building and Infrastructure Services Departments**

**F O R M “2”**  
**FORM OF LETTER OF CREDIT**

ACCEPTABLE FINANCIAL INSTITUTIONS FOR LETTERS OF CREDIT

NAME OF FINANCIAL INSTITUTION
BANK OF MONTREAL
BANK OF NOVA SCOTIA
T.D. CANADA TRUST
CANADIAN IMPERIAL BANK OF COMMERCE
ROYAL BANK OF CANADA
MERIDIAN CREDIT UNION
VERSABANK

THIS LIST IS SUBJECT TO CHANGE WITHOUT NOTICE

Letter of Credit No. \_\_\_\_\_  
Total Amount: \_\_\_\_\_  
Date: \_\_\_\_\_  
Branch: address of bank  
Customer: name of vendor

To: The Corporation of The Township of Centre Wellington  
1 MacDonald Square, Elora, ON, N0B 1S0  
Attn: Dan Wilson, Managing Director of Corporate Services/Treasurer

UNCONDITIONAL IRREVOCABLE LETTER OF CREDIT

We hereby authorize you to draw on (name of Bank and address)  
for account of our customer, (name of vendor)  
up to an aggregate amount of (amount of Letter of Credit) xx/100  
(\$                      ) dollars available by drafts at sight as follows:

Pursuant to the request of our customer, the said (name of vendor), we  
(name of bank) hereby establish and give to you this Unconditional  
Irrevocable Letter of Credit in your favour in the total amount of  
(amount of Letter of Credit) xx/100 (\$                      ) dollars which may be  
drawn on by you at any time and from time to time upon written demand for payment made  
upon us by you which demand we shall honour without enquiring whether you have a right as  
between yourself and our said customer to make such demand and without recognizing any  
claim of our said customer.

Provided, however, that you are to deliver to (name of bank and address)  
, at such time as a written demand for payment is made upon us a certificate signed by your  
Treasurer or Deputy Treasurer, agreeing and/or confirming that monies drawn pursuant to this  
Letter of Credit are to be used in connection with the obligations as provided for in the (type  
of agreement, i.e. subdivision, site plan, etc.) Agreement between (name of  
vendor)  
                     and the Corporation of the Township of Centre Wellington.

It is understood and agreed that the obligation of the undersigned under this Letter of Credit is  
an obligation to pay money only and that in no circumstances shall the undersigned be obliged  
to perform or cause to perform any of our customers actual obligations to you.

The amount of this Letter of Credit shall be reduced from time to time as advised by notice in  
writing given to us by you from time to time.

This Letter of Credit will continue up to (date of expiry) and will expire at the  
close of business on that date and you may call for payment of the full amount outstanding  
under this Letter of Credit at any time prior to the close of business on that date should this  
Letter of Credit not be renewed.

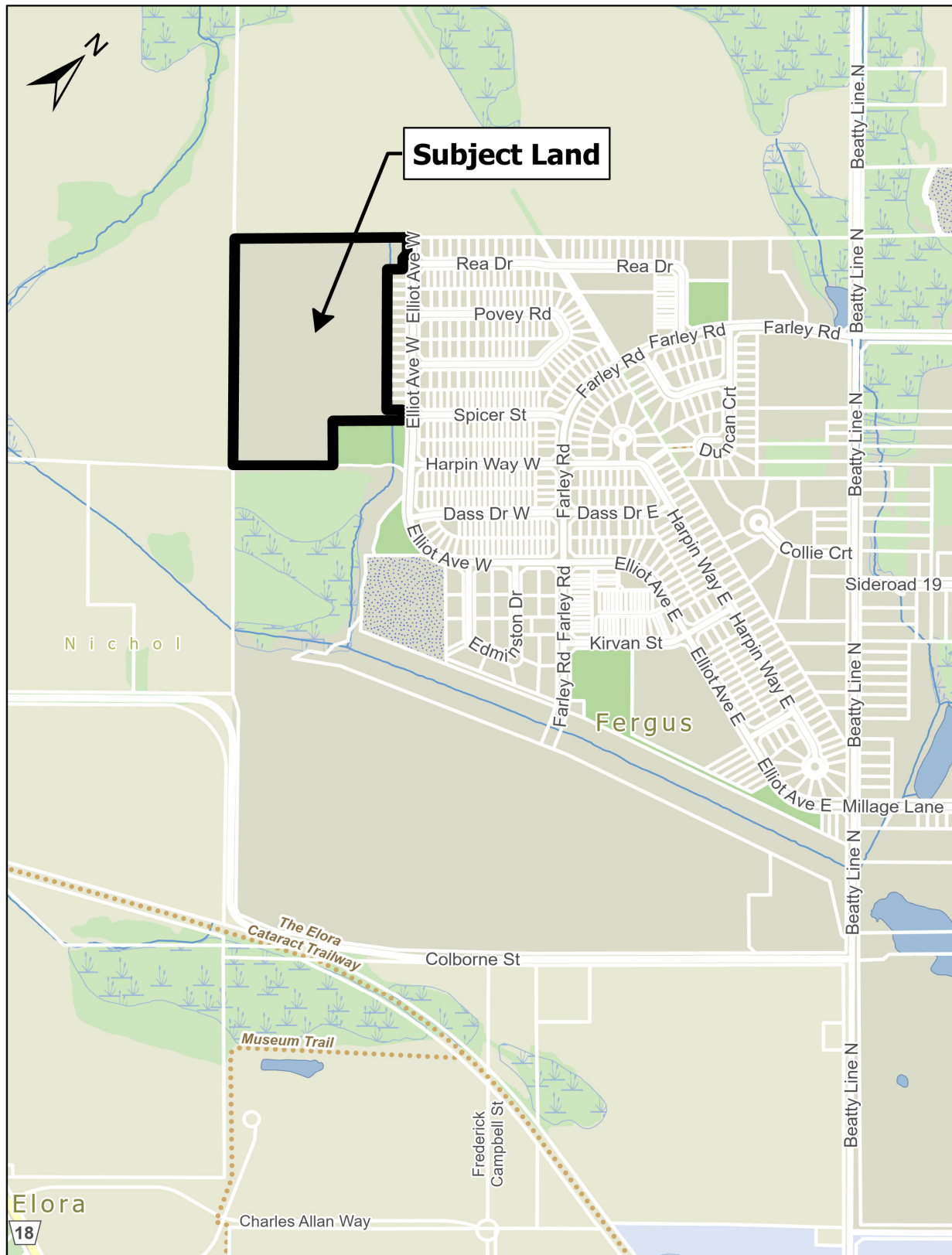
We agree to advise the Treasurer by registered mail on or before 30 days prior to  
(expiry date) as to whether this Letter of Credit has been or will be renewed by us and  
if we fail to do so, then this Letter of Credit shall be deemed to be automatically renewed for a  
further year and so on from year to year thereafter.

Partial Drawings are permitted.

Drafts must be drawn and negotiated not later than close of business on the expiry date or  
renewed expiry date hereunder as the case may be.

The Drafts drawn under this Letter of Credit are to be endorsed hereon and shall state on their  
face that they are drawn under (name of bank and address)  
. Letter of Credit No:                     , dated (date of Letter of Credit)

\_\_\_\_\_  
(Authorized Signing Officer(s) of Bank)







## Report to Committee of the Whole

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**To:** Mayor Linton and Members of Council

**Report:** CAO2022-04

**Prepared By:** Dan Wilson, Chief Administrative Officer

**Date:** 19 Apr 2022

**RE:** 2022 Parking Strategy

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### **Recommendation:**

THAT the Council of the Township of Centre Wellington approve the 2022 parking strategy outlined in Report CAO2022-04 dated April 19, 2022;

AND THAT Council authorize the Mayor and Clerk to execute a Private Property Parking By-law;

AND THAT Council authorize Township staff to implement a shuttle pilot program.

### **Summary:**

This report outlines the "parking strategy" proposed by staff for 2022. The intent is to outline a plan for 2022 to accommodate the projected parking demand for the year as well as gain valuable data and information to be used when considering a longer-term parking strategy for beyond 2022.

This report will address the following areas:

1. Parking Availability & Street Closures
2. Parking Enforcement
3. Private Parking By-law
4. 2022 Shuttle Pilot Program

### **Report:**

#### 1. Parking Availability & Street Closures

#### **Elora:**

Given the anticipated parking demand in 2022, staff is recommending a strategy to offer as many parking spaces available as possible.

Effective July 1, 2022, the parking lot on the north-west corner of Metcalfe Street and Carlton Place (30 Carlton Place lot) will no longer be available for public use. Pearle Hospitality owns this parking lot as a result of a 2017 transaction that resulted in the creation of a new Township parking lot at 25 Metcalfe Street (beside the LCBO). In 2017,

Pearle Hospitality granted the Township access to the 30 Carlton Place lot for 5 years (via a license agreement) that is set to expire on July 1, 2022. The Township is grateful for the opportunity to allow public access to this parking lot over the past 5 years. Pearle Hospitality is also changing parking procedures for their Wellington Road 7 parking lot, which is anticipated to include controlled access for their guests.

To offset the elimination of the 30 Carlton Place lot (which represents 61 parking spaces), staff propose to limit street closures in Elora, unless requested for special event purposes. The primary reason for street closures in 2020 and 2021 was to stimulate activity in the downtown cores and create extra pedestrian space due to the impacts of COVID-19. COVID-19 restrictions have been removed for 2022, however, there remains interest in keeping some closures in place going forward. The options recommended by staff relate to the availability of parking spaces:

- Keeping Metcalfe Street from East/West Mill Street to Geddes Street open allows the utilization of 50 parking spaces;
- Keeping West Mill Street open allows the utilization of 21 parking spaces;

In addition, there are two (2) private properties on Metcalfe Street that do not have access to their private driveways when Metcalfe Street is closed.

Beyond July 1, 2022, the road allowance parallel to the 30 Carlton Place lot can remain as public parking, which represents approximately 4 parking spaces.

Net change in parking spaces (2022 vs. 2021) if Metcalfe Street and West Mill Street are kept open:

No Street Closures  
(only for special events)

30 Carlton Place lot	(61)
30 Carlton Place road allowance	4
Keep Metcalfe Street open	50
<u>Keep West Mill Street open</u>	<u>21</u>
Net Increase in spaces	14

Elora businesses were consulted with respect to parking and road closures. Initially, a survey was provided by the Elora BIA to businesses in Elora and the following response was provided:

- Support regular weekend closures (July 1st to Sept 5th) - **34 responses (52%)**
- Support road closures for long weekends and special events only - **18 responses (27%)**
- Do not support road closures - **14 responses (21%)**

This shows approximately 79% of respondents support some type of road closure, however only 27% support closures for long weekends only. Given anticipated parking

demand, Township staff asked the Elora BIA if they would support closing West Mill Street only during long weekends and special events, keeping Metcalfe Street open. The response was as follows:

- In favour of closing West Mill on long weekends - **4 votes**
- Against road closures - **5 votes**

Township staff considered the input received from the Elora businesses as well as the Elora BIA, and believe that closing Metcalfe Street and/or closing streets every weekend would have significant impacts on available parking in 2022. There also appears to be minimal interest in only closing West Mill Street on long weekends.

Township staff recommend road closures only occur in Elora during special events in 2022. Therefore, both Metcalfe Street and West Mill Street would remain open, allowing for maximized use of available parking spaces.

#### **Fergus:**

Through discussions with the Fergus BIA, there is significant support for closing Provost Lane from St. Andrew Street West to just beyond the back of the buildings on St Andrew Street West, from approximately May 15th to October 31st (every day). No parking spaces are affected by this closure and staff support this direction.

#### **2. Parking Enforcement**

In 2021, the Township initiated its first parking enforcement pilot program. Prior to 2021, all parking enforcement in Centre Wellington was conducted by the OPP.

Alpha Technology Systems Inc. (Alpha) was hired in 2021 to provide parking enforcement services under a pilot program. This 2021 pilot resulted in significant enforcement activity, encouraging improved turnover of parking spaces and reducing traffic congestion (see Attachment A, report COR2021-66 for a summary of this pilot).

Staff recommended extending this pilot program for 2022. This will allow for the collection of additional data on parking enforcement needs in Fergus and Elora, that can be used beyond 2022 to develop a long-term parking strategy.

At the October 25, 2021 meeting, Council authorized staff to extend the downtown parking pilot program and contract with Alpha Technology Systems o/a Alpha Parking Solutions for the provision of parking enforcement services under an extended pilot program for the spring/summer/fall 2022. Staff has worked with Alpha to provide a schedule for parking enforcement services from May 15 to October 31, 2022 within the allocated budget.

3-hour parking enforcement services are recommended to occur in areas that have expanded slightly from 2021 boundaries (see maps in Attachment B to this report).

### **Permitting System**

At the October 25, 2021 meeting, Council directed staff to investigate a parking solution for downtown residents as part of the extension of the downtown parking enforcement pilot program. A survey was conducted through the BIA's to ascertain an understanding of the number of potential spaces required which netted a request for over 55 permit based parking spaces. While staff could designate and sign a number of "reserved" spots and tie them to various license plates, there appears to be far more need than availability. The matter is further complicated with the need for additional operational resources to sign and administer (collection and establishment of fees, issuance of permits) a program that could potentially be discontinued after 2022. With the loss of the 30 Carlton Place lot as of July 1st, staff believe for the summer/spring/fall of 2022, residential tenants, business owners and employees should continue to park outside of the designated 3-hour parking area during the enforcement period each day, and a permitting system be considered, designed and implemented as part of an overall long term parking strategy.

### **County Parking Enforcement Revenue Sharing**

Discussions occurred with Wellington County staff with respect to parking enforcement "revenue sharing". The County has agreed to retain revenues sufficient to cover additional costs incurred with respect to the Township's pilot program. The remaining revenue will be given to the Township. The County has also agreed to use this revenue sharing approach for both the 2021 and 2022 pilot years.

- For 2021, Township related parking enforcement revenue (for 4 months) totaled \$57,540. Given County costs associated with the pilot as well as a one-time software implementation cost, the Township will receive \$4,306 in revenue.
- For 2022, based on a May 15th to October 31st pilot program, the County has estimated total parking enforcement revenues of \$86,300, with the Township's share estimated at approximately \$58,400. This is a high-level estimate that will change based on actual tickets issued, the value of each ticket, and whether additional services such as private property parking enforcement (see discussion below) is offered.

### **3. Private Parking Bylaw**

Over the winter months, staff reviewed the data collected during the 2021 parking pilot program as well as survey responses solicited from the downtown business community. The data collected provided insight into a number of reoccurring infractions, unauthorized parking on private property, common complaints and suggested improvements related to signage and delineation. Staff has reviewed that information and is proposing Council consider adopting a private property parking by-law to address unauthorized parking on private property as well as adopt minor amendments to the current parking by-law schedules to allow for the expansion of the 3-hour parking limit area (See Attachment B).

During the parking pilot conducted in 2021, it became apparent there is a need for a by-law to address the parking of unauthorized vehicles on private and/or municipal property. During high traffic volume days, vehicles park in private parking lots or on municipal property not designated for public parking, in order to attend to other business or activities.

This activity interferes with the property of private citizens or business owners and contributes to traffic congestion.

In order to mitigate unauthorized parking on private property and municipal property, staff is suggesting Council adopt a by-law offering a service to owners of properties (during the 2022 parking pilot) by which parking enforcement officers will attend the private property at the owner's request to ticket a vehicle(s). Property owners must display clear signage on the property, noting "private property and unauthorized vehicles are prohibited in accordance with the Township of Centre Wellington Private Property Parking By-law." The Township of Centre Wellington will only tow vehicles from private properties in rare and extraordinary circumstances, penalty notices (parking tickets) will be issued by Parking Enforcement if sign requirements are met. The draft by-law provides the appropriate tools currently not addressed in the County-wide parking by-law allowing the Township to enforce unauthorized parking on private and municipal property only upon request. This private property parking by-law provides private property owners the benefits of parking enforcement while any ticket revenue would be shared between Wellington County and the Township. The proposed By-law is provided in Attachment C to this report.

#### 4. 2022 Shuttle Pilot Program

Another service recommended for the 2022 season is a shuttle pilot program. A shuttle will allow visitors to park in areas outside of the downtown cores and be transported to specific areas of the Township. This would be a pilot program for the 2022 season.

The proposed shuttle route is provided in Attachment D. Stops are planned as follows:

1. OLG Facility (Elements)
2. Downtown Elora
3. Victoria Park, Elora
4. Bissell Park, Elora
5. Wellington County Museum, Aboyne
6. Downtown Fergus

The Fergus BIA has enquired about a possible 7th stop at the Sportsplex as well as the exact location of the downtown Fergus stop. Township staff will have further discussions with the BIA on these requests.

Township staff has entered into discussions with a transit company with the ability to provide a "coach" shuttle with a capacity of 24 passengers at a time. This particular shuttle does not provide accessibility options, therefore staff recommend having discussions with a local taxi company to offer accessible transit when requested (to go to/from the Township's 6 shuttle stops), at the Township's expense.

The shuttle would operate on weekends and holidays from 12 pm to 6pm. Through discussions with the Fergus BIA, the downtown Fergus shuttle stop may be eliminated on Sundays, given many businesses in Fergus are closed on Sundays.

Both the Fergus and Elora BIAs have expressed support for the shuttle pilot. The Grand River Agricultural Society has also provided support, and is willing to contribute to the costs associated with the shuttle pilot. Other interested stakeholders will also be approached regarding funding support.

**Corporate Strategic Plan:**

Strong Local Economy

- Promote tourism

Safe and Well Maintained Roads and Infrastructure

- Increase the availability of downtown parking

**Financial Implications:**

The anticipated costs and funding sources associated with all programs and services discussed in this report are as follows:

**Anticipated Costs:**

Parking Enforcement Pilot	\$100,000
Shuttle Pilot (includes signs, etc.)	20,000
Non-Rebate HST	2,100
Total	\$122,100

**Anticipated Funding Sources:**

2022 Approved Budget	\$105,400
Anticipated Parking Enforcement Revenue	62,706 - for 2021 and 2022
Total	\$168,106

This excludes any funding provided by other stakeholders for the shuttle pilot program.

**Consultation:**

This report was prepared in consultation with:

- Colin Baker, Managing Director of Infrastructure Services
- Kerri O'Kane, Manager of Legislative Services & Municipal Clerk
- John Gaddye, Manager of Public Works
- Dorothy Smith, Manager of Community Development, Festivals, Culture & Tourism
- Kendra Martin, Communications Coordinator

Attachments:

- [Attachment A - Report COR2021-66 on Parking Enforcement](#)
- [Attachment B - 3 Hour Parking Areas Elora & Fergus](#)
- [Attachment C - Centre Wellington Parking Municipal and Private Property](#)
- [Attachment D - Proposed Shuttle Route](#)

**Approved By:**

Dan Wilson, Chief Administrative Officer





**Report to  
Council**

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**To:** Mayor Linton and Members of Council

**Report:** COR2021-66

**Prepared By:** Kerri O'Kane, Manager of Legislative  
Services & Municipal Clerk

**Date:** 25 Oct 2021

**RE:** Downtown Parking Enforcement

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**Recommendation:**

THAT the Council of the Township of Centre Wellington

Option 1

directs staff to extend the downtown parking pilot program and contract with Alpha Parking Solutions for the spring/summer/fall of 2022; or

Option 2

directs staff to reallocate the funds allocated in the 2022 budget for downtown parking enforcement.

**Report:**

At the October 4th pre-budget meeting, Derrick Snowdy, Alpha Parking Solutions provided an overview of the downtown parking pilot conducted over the summer/fall months of 2021. While lockdowns due to COVID, delays in the implementation of the handheld devices and upgrades to the parking software system presented challenges in launching the pilot program, enforcement did assist in relieving congestion, improving traffic flow, and providing parking turnover. The parking report also outlined necessary improvements such as the need for a) improved signage, b) parking on private property by-laws, and c) amendments to the existing parking by-law, including updated schedules and set fines, d) discussions with the County of Wellington regarding revenue sharing, and e) additional education on parking regulations.

Formal comments and feedback received from both the Fergus and Elora BIA membership are attached to the report.

Given the data collected to date and the parking enforcement report from Alpha Parking Solutions, staff has outlined two (2) potential options for next year:

**Option 1**

Given the delays and the shortened time frame of the parking pilot program, Council directs staff to extend the downtown parking pilot program and the contract with Alpha Parking Solutions for the spring/summer/fall of 2022. Improvements made as a result of information and feedback gathered from the initial pilot program and additional data collected from a full tourist season (May to October 2022) will provide Council with the necessary information required to either pursue implementing parking enforcement on a permanent basis or discontinue the program.

Should the pilot program be extended in 2022, staff will undertake to:

- a) work with businesses to identify private parking lots requiring enforcement, draft the required by-laws for Council approval;
- b) negotiate with the County of Wellington for revenue sharing to offset enforcement costs;
- c) review and potentially expand enforcement areas;
- d) complete amendments to the parking by-law, including updating schedules and set fines;
- e) improved signage and delineation on municipal streets and parking lots;
- f) additional education and public awareness on parking regulations.

## **Option 2**

Council directs staff to reallocate the monies originally set aside in the 2022 budget for parking enforcement to other capital projects.

### **Corporate Strategic Plan:**

Safe and Well Maintained Roads and Infrastructure

- Manage the flow of traffic in and through Centre Wellington
- Increase the availability of downtown parking

### **Financial Implications:**

The capital budget for 2022 has a \$100K allocated.

Attachments:

- [Elora BIA Comments](#)

**Kerri O'Kane**

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**Subject:** FW: Parking Pilot

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**From:** Elora BIA <coordinator@elora.info>  
**Sent:** October 13, 2021 9:12 AM  
**To:** Kerri O'Kane <KOKane@centrewellington.ca>  
**Subject:** Re: Parking Pilot

Good morning Kerri,

These were the items that I pulled from the discussion at last month's meeting of the Elora BIA:

- 1) Complaints that the 3-hr time limit was counterproductive to tourism as it discouraged visitors from coming to the downtown core and/or restricted the time they were able to spend in the village.
- 2) Complaints that the policy was too aggressively enforced with many cars being ticketed almost immediately after the 3-hr time limit expired.
- 3) Complaints over the inconsistency in enforcement, particularly in how close cars are allowed to park to street corners and driveways. This is especially true with cars permitted to park dangerously close to side streets, stop signs, and driveways along Colborne St. whereas elsewhere parking in close proximity to these was aggressively ticketed. Lack of signage indicating No Parking beyond this point or between these arrows etc.
- 4) Complaint that the 3-hr parking limit led to increased parking on privately-owned parking lots (specifically the Elora Mill south side parking lot and Geddes St Market parking lot). What sort of enforcement/ticketing could be put in place to make sure that did not continue should the 3-hr parking remain in place?
- 5) Positive feedback from some businesses that felt that the 3-hr parking limit was beneficial to the turnover of clientele at their own businesses and that complaints from clientele about being unable to find adequate parking had decreased since enforcement began.
- 6) Strong suggestions for more visible signage and clearer messaging on signage
- 7) If the pilot project were to continue, more punitive fines needed in order to ensure compliance. As it stands, many are willing to pay the fine in order to park longer than the allotted 3-hrs.
- 8) One major point of discussion was the concept of introducing metered parking with hourly and day rate options. These rates would have to be cost prohibitive for daily use by downtown employees and downtown residents so they would be compelled to find alternative offsite parking during the daytime.
- 9) Another major point of discussion was the immediate and growing need for additional parking in the form of an offsite parking lot offering long-term rental parking options for downtown businesses (employee parking) and downtown residents.

Kindly,

Micaela



October 19, 2021

Dear Centre Wellington Council;

The Fergus BIA is writing today to endorse the new pilot parking project that has been in force for the past several months now.

The feedback from our membership is that it is accomplishing exactly what it was designed to do.

We are seeing more turn over of the "on street parking spots," which has drastically reduced the number of complaints received about there never being anywhere to park on our main street.

Our 15 minute loading and unloading zones have proven especially beneficial to our establishments such as restaurants/coffee shops, flower shop and our Butcher that could only offer take away service during the covid crisis, or have quick in and out order pick ups.

We also encourage the legitimate use of handicapped parking spaces and welcome the enforcement against violators. We want downtown Fergus to be open and accessible to all.

It is our earnest desire to see this program become bylaw for the Township backed up with enforcement, so that our area continues to thrive and grow.

We thank you for considering our appeal on this matter.

Sincerely,

Kim Jefferson,  
Chair, Fergus BIA



**TOWNSHIP OF CENTRE WELLINGTON**  
**PARKING ENFORCEMENT PILOT REPORT**  
As of September 15, 2021

**ENFORCEMENT PATROLS**

The modified patrol patterns and routes provided higher visibility and strategic placement of officers during high traffic periods resulting in an increased enforcement and public interaction.

Traffic counts were conducted during the project with the highest number of vehicle occupancy in municipal lots being on the evenings of Thursday's and Friday's, afternoons and evenings of Saturday's and Sunday's along with the corresponding Monday's of holiday weekends.

Turnover and occupancy exceeded 300% of peak occupancy at 1pm averaged from Monday to Thursday.

This analysis suggests that at present the optimum use of enforcement hours is being maximized.

**ENFORCEMENT ISSUES of NOTE**

**Non-Signed Areas**

There remain a number of streets, areas and intersections without notice signage describing parking bylaws. This includes areas on streets where no parking is permitted. In places such as parking within the set distance to the intersection this is important. As an example, the high number of large SUV's and trucks parked in these areas not only cuts the field of view for on-coming traffic but also has pedestrians stepping out and into traffic lanes to navigate them.

## **Private Property**

The Township and the County at present do not have a parking bylaw that pertains to the parking of vehicles on private property without the consent of the property owner. During high traffic volume days, a large number of vehicles park in private parking lots and leave the property to attend other businesses or activities. This not only interferes with the property of private citizens or business but also creates a general liability issue for them.

## **TRAFFIC PATTERNS AND VOLUME**

The enforcement project occurred in the second summer of the COVID 19 global pandemic. As result the community social dynamics were restricted. As such the enforcement of parking bylaws and patrols was not measured against increased community traffic by events;

1. Elora Festival
2. Fergus Scottish Festival
3. Fergus Fall Fair

These events are a high-volume traffic draw to the community and have a significant impact on traffic management and parking.

## **COMMUNITY GROWTH**

The Township continues to grow at a steady rate. New housing development has created a significant increase in residency of family dwellings. The average Canadian vehicle ownership in a two adult household is 2 vehicles.

The number of households in the Township grew from 12,081 in 2016 to 13,022 in 2020. This means that the community has essentially added 2000 vehicles to the traffic rubric. As the community continues to grow this number will increase. The Township will experience pressure on its parking resources as that number grows.

Weekend traffic was noted to consist largely of day trippers and tourists. In September with the implementation of handheld ticket issuing units and QRF embedded parking infractions tickets were instantly uploaded. This allowed payment in real time with a large number of tickets paid on the day of issue. This a behaviour pattern usually seen in non-resident violators.

## ENFORCEMENT STATISTICS

Parking Infraction Notices					Month Of	June	July	AUG	SEP 1 -15
Code	Offense								
9.1	Park in no parking zone					0	64	46	44
9.2	Park within 1 metre of driveway					0	27	45	22
9.3	Park in front of driveway					0	3	14	5
9.4	Park in fire route					0	8	3	7
9.5	Park within 3 metres of fire hydrant					0	1	12	9
9.6	Park left wheels to curb					0	16	17	5
9.7	Overtime parking					0	129	148	11
9.8	Park in no parking zone – prohibited time					0	0	0	64
9.9	Park further than 0.15 metres from curb					0	1	0	1
9.10	Park 2 am to 6 am					0	0	0	0
9.11	PARK NOT WITHIN GUIDELINES					0	0	0	7
9.12	Park on highway in excess of 24					0	0	0	0
9.13	Park on municipal parking lot in excess of 24 consecutive hours					0	0	0	0
9.14	Park in temporary no Parking zone					0	0	0	0
9.15	Park on sidewalk					0	1	1	0
9.16	Park in intersection					0	2	14	16
9.17	Park within 9 metres of intersection					0	66	165	113
9.18	Park in taxicab stand					0	0	0	0
9.19	Park in school bus loading zone					0	0	0	0
9.20	Park in pedestrian crossover					0	0	0	0
9.21	Park within 9 metres of pedestrian crossover					0	0	0	1
9.22	Park in crosswalk					0	0	0	0
9.23	Park within 9 metres of crosswalk					0	0	2	0
9.24	Park opposite boulevard					0	0	0	0
9.25	Park - fail to leave 3 metres of roadway clear					0	0	0	0
9.26	Park roadway side of parked vehicle					0	0	0	1
9.27	Park in bus stop					0	0	0	0
9.28	Park in order to repair, wash or maintain vehicle					0	0	0	0
9.29	Park on bridge					0	0	0	0
9.30	Park - obstruct access ramp					0	0	0	0
9.31	Angle park - not within markings					0	0	0	0
9.32	Park in accessible person parking space					0	22	32	9
9.33	Park commercial vehicle Between 1 am - 6 am					0	0	0	0
9.34	Park commercial vehicle On municipal parking lot					0	0	0	0
9.35	Park within 15 metres of Railroad crossing					0	0	0	0
9.36	Park in designated parking space - no permit					0	0	0	0
9.37	Park - interfere with snow removal					0	0	0	0
9.38	Park facing wrong way on one way street					0	2	5	1
9.39	Park further than 0.15 metres from curb on 1 way street					0	0	0	0
9.40	Park vehicle on boulevard					0	0	0	0
10.1	Stop in no stopping zone					0	0	0	0
10.2	Stop - roadway side of parked vehicle					0	0	0	0
10.3	Stop within 9 metres of intersection					0	0	0	0
10.4	Stop in bus stop					0	0	0	0
10.5	Stop in school bus loading zone					0	0	0	0
10.6	Stop with left wheels to curb					0	0	0	0
Total:						0	342	504	316

- Owing to the change in Short Form Wording approved by the Attorney General offences for parking in excess of the 3 hour on street bylaw went from offences described in Sec 9.7 to offences described in Sec 9.8 in September 2021.



### **SUMMARY OF IMPRESSIONS**

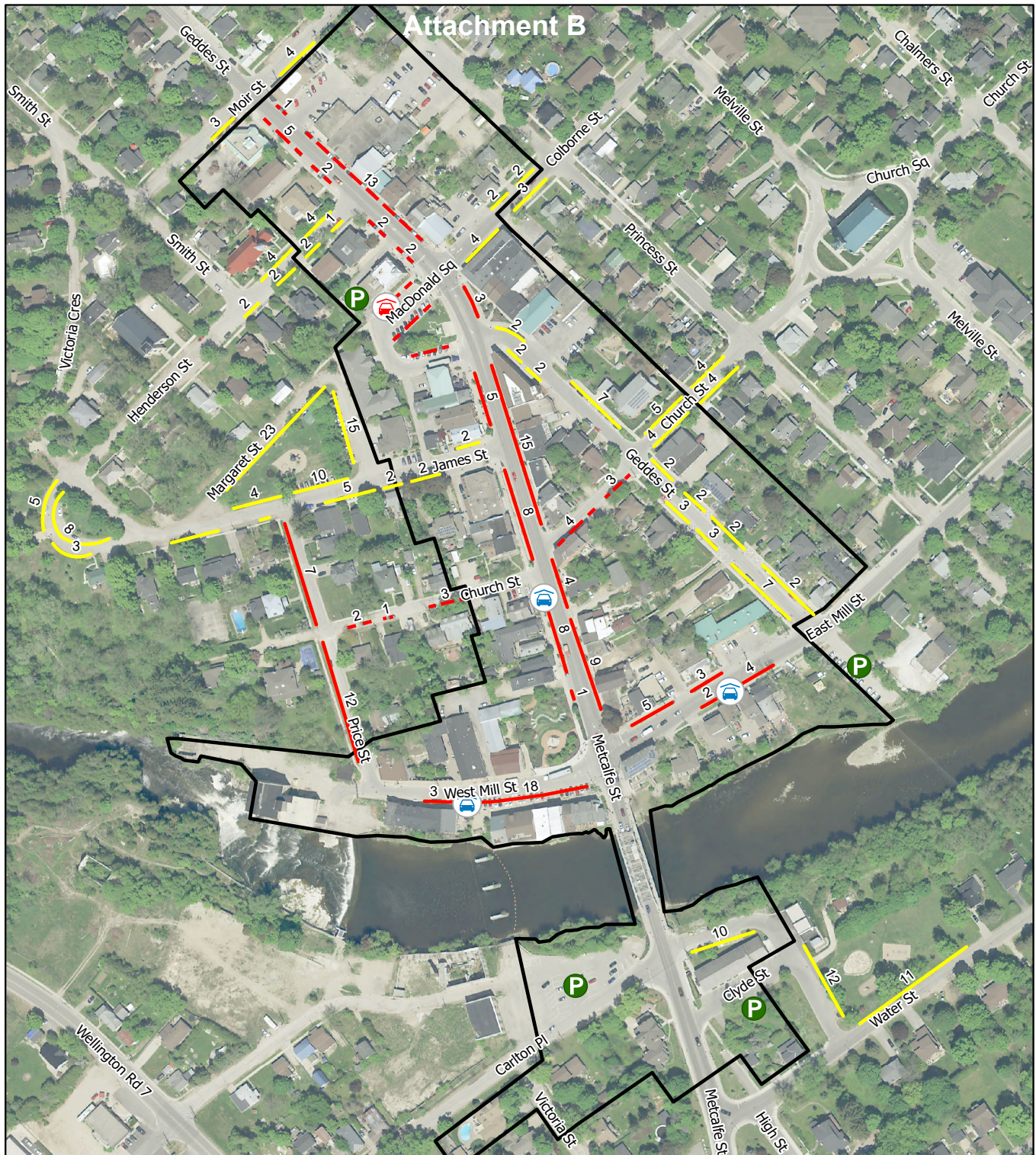
Parking and traffic management in growing communities is always a work in progress. It needs to address increased traffic, limitations of existing infrastructure and planned development.

When considering issues related to parking management the following summary points should be referred to.

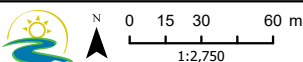
1. The month of August provided the only full month in which effective scheduling and municipal ticket issuance has been calculated.
2. Community growth and tourism industry development will continue to draw vehicles into the downtown cores and event spaces.
3. The Township requires additional public signage on streets to control parking in a number of areas that impact traffic management and pedestrian interactions.
4. There are Private Property interests impacted by the enforcement of municipal parking bylaws.
5. The downtown core of Elora and Fergus have limited parking expansion opportunities.

A presentation to Council accompanies this report.

### **D. SNOWDY**



- |                             |                               |  |
|-----------------------------|-------------------------------|--|
| <b>P</b> Public Parking Lot | <b>Parking (15 Minutes)</b>   | <b>Time Limited Street Parking (3 Hours)</b> |
| Street Parking              | Existing 15 Minute Parking    | Existing Time Limited Street Parking         |
| Central Business District   | New 15 Minute Parking in 2022 | New Time Limited Street Parking in 2022      |

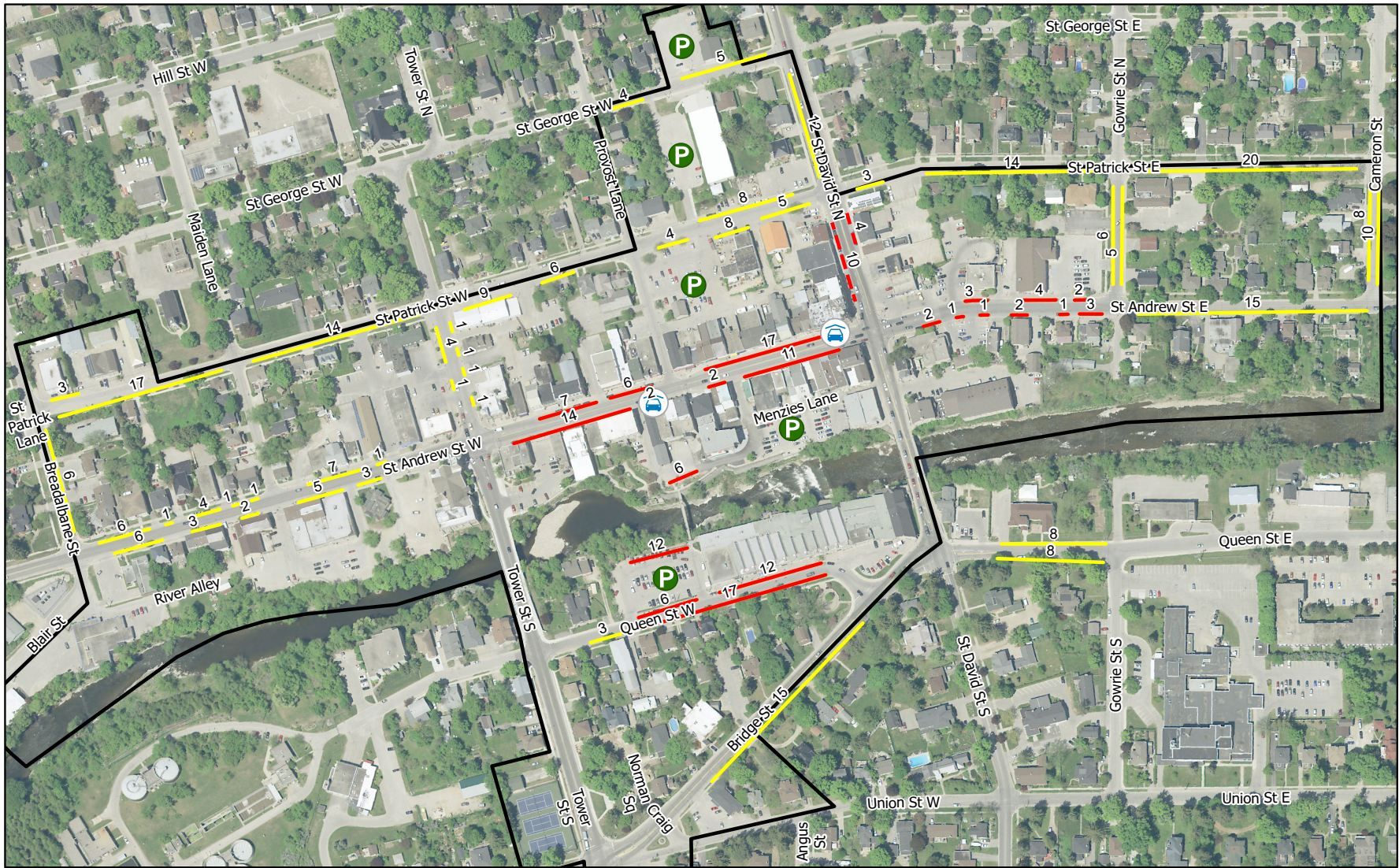


Date: 2022-03-01  
Data Sources: Orthophotography (MNR, 2015).  
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## Downtown Street Parking - Elora





Public Parking Lot	Parking (15 Minutes)	Time Limited Street Parking (3 Hours)
Street Parking	Existing 15 Minute Parking	Existing Time Limited Street Parking
Central Business District	New 15 Minute Parking in 2022	New Time Limited Street Parking in 2022

Date: 2022-01-01  
Data Sources: Orthophotography (MNR, 2015).  
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## Downtown Street Parking - Fergus

## **Attachment C**

### **THE CORPORATION OF THE TOWNSHIP OF CENTRE WELLINGTON**

#### **BY-LAW NO. XXX-2022**

BEING A BY-LAW TO REGULATE PARKING ON TOWNSHIP AND PRIVATE PROPERTY

**WHEREAS** Section 8(1) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, hereinafter referred to as the "*Municipal Act*" provides that the powers of a municipality under the *Municipal Act* or any other Act shall be interpreted broadly so as to confer broad authority on a municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

**AND WHEREAS** Section 9 of the *Municipal Act* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the *Municipal Act* or any other Act;

**AND WHEREAS** Section 11(3) 1 and Section 11(3) 8 of the *Municipal Act* authorizes a municipality to pass by-laws regarding highways, including parking and traffic on highways and parking on private property;

**AND WHEREAS** Sections 100 and 100.1(1) of the *Municipal Act* authorizes municipalities in respect of land not owned or occupied by the municipality, to regulate or prohibit the parking or leaving of vehicles without the consent of the owner of the land;

**AND WHEREAS** Section 101 (1) of the *Municipal Act* authorizes a municipality to pass a by-law regulating or prohibiting the parking or leaving of a motor vehicle on land, it may provide for the removal and impounding or restraining and immobilizing of any vehicle, at the vehicle owner's expense, parked or left in contravention of the by-law and subsection 170 (15) of the *Highway Traffic Act* applies with necessary modifications to the by-law;

**AND WHEREAS** Section 101 (2) of the *Municipal Act* authorizes a municipality to enter on land at reasonable times for the purposes described in Section 101 (1);

**AND WHEREAS** Section 101 (3) of the *Municipal Act* states that if signs are erected on land specifying conditions on which a motor vehicle may be parked or left on the land or regulating or prohibiting the parking or leaving of a motor vehicle on the land, a motor vehicle parked or left on the land contrary to the conditions or prohibition shall be deemed to have been parked or left without consent;



**AND WHEREAS** the *Highway Traffic Act, R.S.O. 1990, c. H. 8*, as amended, regulates traffic and the removal of vehicles;

**NOW THEREFORE** the Council for the Corporation of the Township of Centre Wellington enacts as follows:

## **1 SHORT TITLE**

- 1.1 This By-law may be cited as the “Township and Private Property Parking By-law”.

## **2 INTERPRETATION**

- 2.1 Where words and phrases used in this by-law are defined in the **Highway Traffic Act**, but not defined in this by-law, the definitions in the **Highway Traffic Act** shall apply to such words and phrases.
- 2.2 In this By-law, unless the context otherwise requires words importing the singular shall include the plural and use of the masculine shall include the feminine, where applicable.

## **3 DEFINITIONS**

In this By-law:

- 3.1 “**Authorized sign**” means any sign, pavement marking or other device which has been placed, installed or erected by the **Township**, by another party acting under the direction or authority of the **Township** or as required by this By-law, to designate, regulate and/or enforce the provisions of this by-law.
- 3.2 “**Director of Infrastructure Services**” means the Director of Infrastructure Services for the **Township** or his or her designate.
- 3.3 “**Driveway**” means the improved land which provides vehicular access from the **highway** to adjacent lands.
- 3.3 “**Emergency vehicle**” means a fire department **vehicle**, a police **vehicle** or an ambulance.
- 3.3 “**Highway Traffic Act**” means the *Highway Traffic Act, R.S.O. 1990, c. H. 8*, as amended, and its regulations.
- 3.4 “**Motorcycle**” means a self-propelled **vehicle** having a seat or saddle for the use of the driver and designed to travel on not more than three (3) wheels in contact with the ground, and includes a motor scooter, but does not include a motor-assisted bicycle.
- 3.5 “**Motor vehicle**” includes an automobile, a **motorcycle**, a **motor-assisted bicycle** unless otherwise indicated in the **Highway Traffic Act**, and any other **vehicle** propelled or driven otherwise than by muscular power, but does not

include a street car or other motor vehicle running only upon rails, a power-assisted bicycle, a motorized snow vehicle, a traction engine, a farm tractor, a self-propelled implement of husbandry or a road-building machine.

3.6 “**Occupant**” when used in relation to **property**, means:

- (a) the tenant of the **property** or part thereof whose consent shall extend only to the control of the **property** of which he is tenant and any **parking spaces** allotted to him under his lease or tenancy agreement;
- (b) the spouse of a tenant;
- (c) a **person** authorized by an occupant as defined in (a) or (b) above, to act on the occupant’s behalf for requesting enforcement under this By-law.

3.7 “**Officer**” means a police officer, municipal law enforcement officer, the **Fire Chief**, or any other **Person** appointed by by-law to enforce the provisions of this By-law.

3.8 “**Owner**” when used in relation to **property**, means

- (a) the registered owner of the **property**;
- (b) the registered owner of a condominium unit, whose consent shall extend only to the control of the unit or which he is owner and any **parking spaces** allotted to him by the condominium corporation or reserved for his exclusive use in the declaration or description of the **property**;
- (c) the spouse of a **person** as defined in (a) or (b) above;
- (d) where the **property** is included in a description registered under the *Condominium Act*, the board of directors of the condominium corporation;
- (e) a **person** authorized by the **property** owner as defined in (a), (b), (c) or (d) above to act on the owner’s behalf for requesting enforcement under this By-law;
- (f) an **occupant**.

3.9 “**Park**” or “**parking**” or “**parked**” means the standing of a **vehicle**, whether occupied or not, except when standing temporarily for the purpose of and while actually engaged in loading or unloading merchandise or passengers.

3.10 “**Parking space**” means:

- (a) on private **property** an area designated by an **authorized sign**;
- (b) on **Township property** an area designated by an **authorized sign**.

- 3.11 **“Person”** includes an individual, sole proprietorship, partnership, limited partnership, trust, corporation, and an individual in his or her capacity as a trustee, executor, administrator, or other legal representative.
- 3.12 **“Property”** means a parcel of land which is capable of being legally conveyed or portion thereof.
- 3.13 **“Road service vehicle”** means a **vehicle** operated by or on behalf of the **Township** or other authority having jurisdiction and control of a **highway**.
- 3.14 **“Township”** means the Corporation of the Township of Centre Wellington or the land within the geographic limit of the Corporation of the Township of Centre Wellington as the context requires.
- 3.15 **“Trailer”** means a **vehicle** that is at any time drawn upon a highway by a **motor vehicle**, except an implement of husbandry, a mobile home, another **motor vehicle** or any device or apparatus not designed to transport **persons** or property, temporarily drawn, propelled or moved upon such highway, and except a side car attached to a **motorcycle**, and shall be considered a separate **vehicle** and not part of the **motor vehicle** by which it is drawn.
- 3.16 **“Vehicle”** includes a **motor vehicle**, **trailer**, traction engine, farm tractor, road building machine, bicycle and any vehicle drawn, propelled or driven by any kind of power, including muscular power, but does not include a motorized snow vehicle, street car, cars of electric or steam railways running only upon rails or power-assisted bicycle.

#### **4 AUTHORITY**

##### **AUTHORITY TO INSTALL AUTHORIZED SIGNS**

- 4.1 The **Director of Infrastructure Services** is authorized to place, erect and maintain such **authorized signs** as may be necessary to give effect to the provisions of this by-law.

#### **5 PARKING REGULATIONS AND RESTRICTIONS**

- 5.1 **Parking Prohibited – Where Authorized Signs are on Display**

Where **authorized signs** are on display, no **Person** shall **park** a **vehicle** on **Township property**:

- (a) other than in accordance with an **authorized sign**.

- 5.2 **Parking Prohibited – Where Authorized Signs are on Display**

Where **authorized signs** are on display, no **Person** shall **park** a **vehicle** on private **property**:

- (a) other than in accordance with an **authorized sign**;



(b) without the consent of the **owner** or **occupant** of such **property**.

5.3 **Parking Prohibited – Authorized Signs Not Required**

No **Person** shall **park** a **vehicle** on **Township property**:

- (a) in such a position so as to prevent the removal of any other **parked vehicle**;
- (b) that is not licensed, immobile or in disrepair;
- (c) where **parking spaces** are designated by markers or lines painted on **Township property**, except wholly within the area designated as a **parking space**;
- (d) other than in a parking lot.

5.4 **Parking Prohibited – Authorized Signs Not Required**

No **Person** shall **park** a **vehicle** on private **property**:

- (a) on a **driveway** without the consent of the **owner** or **occupant** of the lands;
- (b) in a private **parking space** without the consent of the **owner** or **occupant** of such **property**.

5.5 Where a sign is erected on land specifying conditions on which a **motor vehicle** may be **parked** or left on private **property** or regulating or prohibiting the **parking** or leaving of a **motor vehicle** on private **property**, a **motor vehicle parked** or left on private **property** contrary to the conditions or prohibition shall be deemed to have been **parked** or left without consent.

5.6 If it is alleged in a proceeding that this by-law has been contravened, the oral or written evidence of an **Officer** is receivable in evidence as proof, in the absence of evidence to the contrary, of the facts stated in it in respect of,

- (a) the ownership or occupancy of the land;
- (b) the absence of the consent of the **owner** or **occupant**; and
- (c) whether any **person** is an **occupant** or is an **owner**.

5.7 A document offered as evidence under Section 5.6 shall be admitted without notice under the *Evidence Act*.

**6 ENFORCEMENT AND PENALTY PROVISIONS**

6.1 The enforcement of this By-law shall be conducted by an **Officer** or other **persons** appointed by the **Township**.

- 6.2 No **person** shall hinder or obstruct an **Officer** in the enforcement of this By-law.
- 6.3 Every **person** who contravenes any provision of this By-law is guilty of an offence and upon conviction shall be subject to a penalty in accordance with the *Provincial Offences Act, R.S.O. 1990, c. P. 23*, as amended.
- 6.4 An **Officer** upon discovery of any **vehicle parked** or **stopped** in contravention of the provisions of this By-law, upon the issuing of a Certificate of Parking Infraction may cause it to be moved or taken to and placed or stored in a suitable place, at the owner's expense, and all costs and charges for removal, care and storage thereof, if any, are a lien upon the vehicle, which may be enforced in the manner provided by the *Repair and Storage Liens Act, R.S.O. 1990, c. R. 25*, as amended.
- 6.5 Where a Certificate of Parking Infraction has been issued alleging that the provisions of this By-law have been contravened, the **person** alleged to have committed an infraction may voluntarily pay a penalty to the **Township** within seven (7) days from the date of the alleged contravention, and such payment shall be accepted in full satisfaction of the fine, and no further proceedings shall be taken.
- 6.6 If compliance therewith would be impractical, the provisions of this By-law shall not apply to **emergency vehicles, road service vehicles** and any **vehicles** while actually engaged in works undertaken for or on behalf of the **Township**, the County of Wellington, the federal or provincial government, or any utility.

## **7 SEVERABILITY**

- 7.1 If a court of competent jurisdiction declares any section or part of this By-law invalid, the remainder of this By-law shall continue in force unless the court makes an order to the contrary.

## **8. SINGULAR AND PLURAL USE**

- 8.1 In this By-law, unless the context otherwise requires words importing the singular shall include the plural and use of the masculine shall include the feminine, where applicable.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED** this XX day of XXXX, 2022.

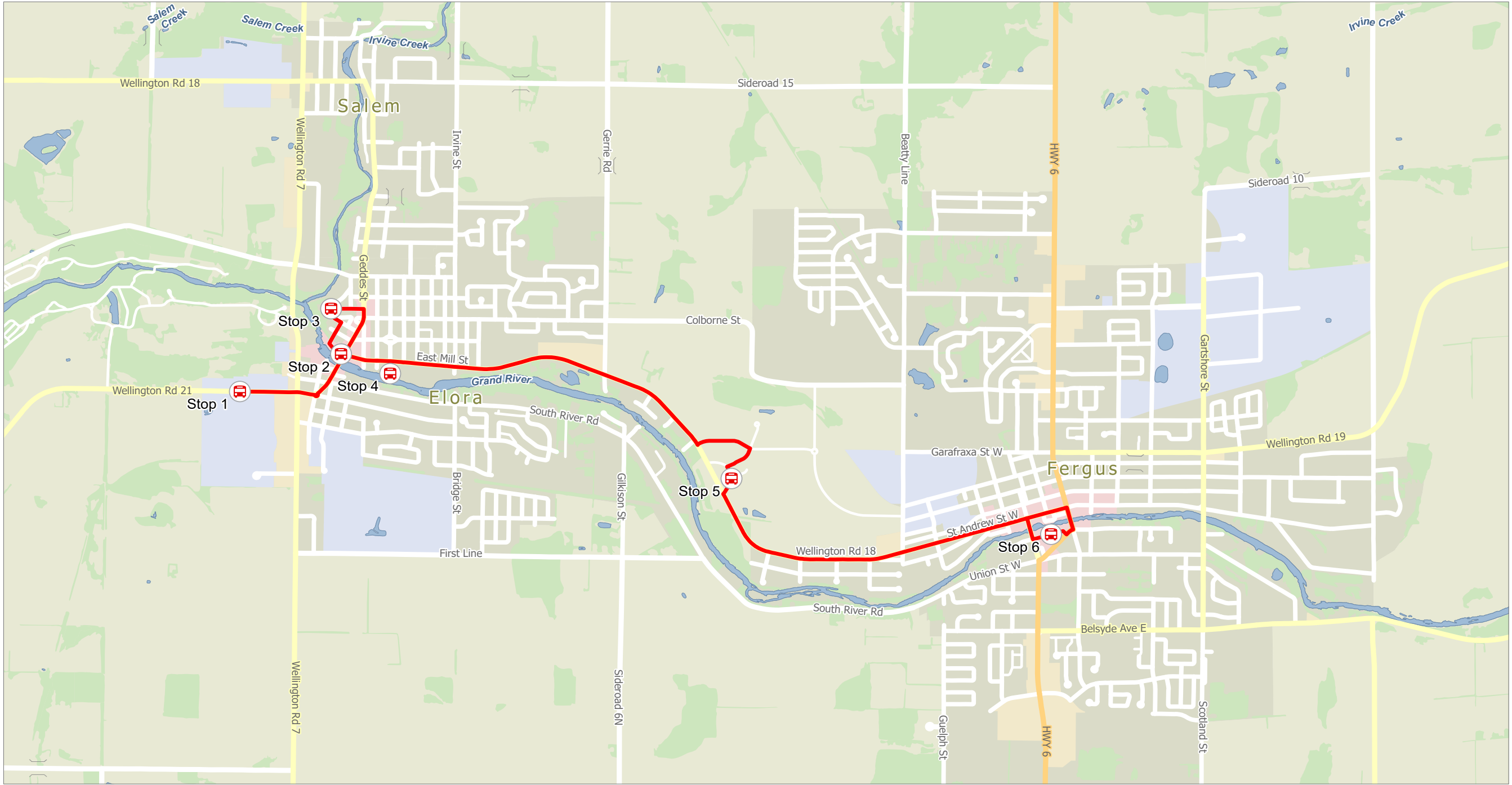
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Kelly Linton, Mayor

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Kerri O'Kane, Clerk

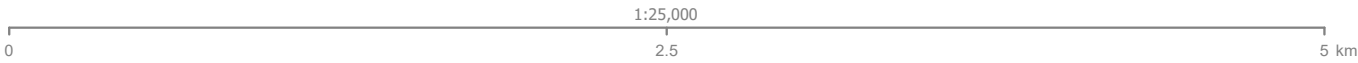
Attachment D



Proposed Shuttle Bus Route  
Township of Centre Wellington

 Proposed Shuttle Bus Stops      Proposed Shuttle Bus Route

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## Report to Committee of the Whole

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**To:** Mayor Linton and Members of Council

**Report:** IS2022-14

**Prepared By:** Colin Baker, Managing Director of  
Infrastructure Services

**Date:** 19 Apr 2022

**RE:** Sidewalk Patio, Cafe, and Display Bylaw

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### **Recommendation:**

THAT the Council of the Township of Centre Wellington authorize the Mayor and Municipal Clerk to execute a By-Law to regulate patios, cafes, and displays on roadways and sidewalks in the Township of Centre Wellington;

AND THAT Council direct staff to bring forward to Council revised sidewalk patio, cafe, and display permit application fees in a future revision of the Fees and Charge Bylaw as outlined in Report No. IS2022-14 dated April 19, 2022.

### **Report:**

In response to the COVID-19 pandemic, the Township has implemented numerous supports for businesses as they navigate through lockdowns, capacity restrictions, and physical distancing directives from the Province and Public Health. In March 2021, through [Report No. CS2021-06](#), Council approved a Sidewalk Patio, Cafe, and Display Permit Policy. The 2021 Policy clarified the rules established in 2020 to allow for expanded sidewalk patios and the use of parking spaces on municipal streets to seating areas and pedestrian platforms around these newly created patios while meeting accessibility and safety regulations.

Township staff have prepared a draft bylaw to regulate patios, cafes, and displays within the downtowns of Elora and Fergus for Council's consideration. The draft bylaw is provided in **Attachment #1**. Some highlights of the bylaw include:

- Expanded timeframe for sidewalk patios, cafes, and displays from April 15 to October 31 each year. Under the 2021 policy, the patio season started on May 1;
- Insurance requirements with the Township and County of Wellington named as additional insured;
- Permit application process and required information to process a permit;
- Design requirements for patios and pedestrian platforms;
- Hours of operation - 7:00 am to 11:00 pm, with no alcohol served after 10:00 pm as per AGCO requirements;

- Use of decorative planters and benches on the sidewalk along the facade of a downtown building; and
- Standards for furniture, lighting, fencing, umbrellas, and heating devices.

The provisions proposed in the Sidewalk Patio, Cafe, and Display Bylaw are consistent with many of the recommendations made to the Township and BIAs from the Roger Brooks report. In 2017, Roger Brooks recommended that downtown Elora and Fergus adopt a "European feel" with prioritization of open air seating and outside spaces. The Roger Brooks report further recommended the addition of decorative planters and benches along the store fronts in the downtowns to improve the aesthetic of the streetscape and be more welcoming to shoppers and visitors. The Township has supported the transition to a more "European feel" in the downtown while maintaining accessibility and safety. The proposed bylaw in **Attachment #1** is based on the lessons learned and areas for improvement identified in 2020 and 2021 through discussions with business owners, permit review and approvals, and feedback received from residents, visitors, and the BIAs.

The proposed bylaw allows for a fair and consistent approach for all businesses in downtown Elora and Fergus. Under the current policy approach, some business owners viewed the requirements under the policy as optional and the Township had limited options to address non-compliance with the policy framework. The proposed bylaw includes provisions for enforcement and penalties. While the Township will endeavor to seek voluntary compliance with the bylaw by working closely with business owners who are in non-compliance, the bylaw allows the Township to more effectively address ongoing non-compliance issues and address accessibility and safety violations in a timely manner. Upon Council approval of the proposed bylaw, Township staff will undertake an education and outreach program in partnership with the BIAs to communicate the requirements under the bylaw.

#### **Corporate Strategic Plan:**

Strong Local Economy

Safe and Well Maintained Roads and Infrastructure

#### **Financial Implications:**

In 2021, at Council's direction, the proposed patio, cafe, and display permit fees of \$250 for patio and cafe permit applications and \$100 for a sidewalk display application were waived as a measure to support businesses through the challenges of the pandemic. As the indoor capacity restrictions related to the pandemic have largely been removed, for 2022 and beyond, staff recommend that the permit fees be reinstated and adjusted as follows: \$250 for a sidewalk patio permit application and \$100 for a sidewalk cafe or display permit application with annual adjustments through the Fees and Charges Bylaw. Staff will be bringing forward an update to the Fees and Charges Bylaw for this proposed fees structure.

#### **Consultation:**

This report has been prepared in consultation with Dan Wilson, Chief Administrative Officer, Randy Bossence, Chief Building Official, Kerri O'Kane, Manager of Legislative Services, Dorothy Smith, Manager of Community Development, Festivals, Culture and Tourism, John Gaddy, Manager of Public Works, Managing Directors, Elora and Fergus BIAs, and Paul Dray, Dray Associates (Legal Counsel).

Attachments:

- [2022.04.12 Sidewalk Patio Cafe and Sidewalk Display Bylaw - Centre Wellington - Final](#)

**Approved By:**

Dan Wilson, Chief Administrative Officer



**The Corporation of the Township of Centre Wellington**

**By-law 2022-xx**

**A By-law to Regulate Patios, Cafes and Sidewalk Displays  
on municipal property and Repeal By-law 2021-14**

**WHEREAS** Section 8(1) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, hereinafter referred to as the "*Municipal Act*" provides that the powers of a municipality under the *Municipal Act* or any other Act shall be interpreted broadly so as to confer broad authority on a municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

**AND WHEREAS** Section 9 of the *Municipal Act* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the *Municipal Act* or any other Act;

**AND WHEREAS** Section 11(3) 1 of the *Municipal Act* authorizes a municipality to pass By-laws regarding highways;

**AND WHEREAS** Section 8 (3) of the *Municipal Act* authorizes a municipality to provide for a system of licences and a licence includes a permit;

**AND WHEREAS** Section 63 (1) of the *Municipal Act* authorizes a municipality that has passed a by-law for prohibiting or regulating the placing of an object on or near a highway, to provide for the removal, impounding or restraining and immobilizing of any object in contravention of the by-law and subsection 170 (15) of the *Highway Traffic Act* applies;

**AND WHEREAS** Section 391 (1) of the *Municipal Act* provides that a municipality may pass a by-law imposing fees or charges on any person for services or activities provided by the municipality or done on behalf of it;

**AND WHEREAS** the Council of the Township of Centre Wellington deems it appropriate to regulate Patios, Cafes and Sidewalk Displays and hereby enacts as follows:

**1 DEFINITIONS**

In this By-law:

**"Building Code"** means the *Building Code Act, 1992*, S.O. 1992, c. 23, and any regulations thereunder, as amended;

**"Central Business District"** means the area of Elora and Fergus designated as a Central Business District as outlined in Schedules A and B to this By-law;

**“Chief Building Official”** means the Chief Building Official for the **Township** or his/her designate;

**“Clearway”** means an area free of any items, objects, structures, chattels, furniture, fixtures or **obstructions** of any type;

**“Costs”** means all monetary expenses including labour incurred by the **Township** including interest and may include an administrative surcharge amount as established by the **Township’s** Fees and Charges By-law;

**“Heating Device”** means gas fueled and/or electrical devices that are designed to provide heat;

**“Highway”** includes a common public highway, street, avenue, parkway, lane, alley, roadway, driveway, **Sidewalk**, square, place, bridge, viaduct or trestle, designed and intended for and used by the general public for the passage of vehicles and includes the area between the lateral property lines thereof;

**“Managing Director of Infrastructure Services”** means the Managing Director of Infrastructure Services for the **Township** or his or her designate;

**“Obstruct”** or **“Obstruction”** means to encumber, impede, damage or foul and includes a thing and an obstacle that encroaches, impedes or prevents passage or progress;

**“Occupant”** means any **Person** over the age of eighteen years in possession of the **Property**;

**“Officer”** means a police officer, Municipal Law Enforcement Officer or any other person appointed by by-law to enforce the provisions of this By-law;

**“Owner”** means the registered owner of the **Property** and includes,

- (a) the **Person** for the time being managing or receiving the rent of the **Property** in connection with which the word is used, whether on the **Person’s** own account or as agent or trustee of any other **Person**, or who would receive the rent if the **Property** were let; and
- (b) a lessee or **Occupant** of the **Property** under the terms of a lease;

**“Pedestrian Platform”** means a platform constructed on a **Highway** for the purpose of facilitating pedestrian traffic;

**“Permit”** means a current valid permit issued pursuant to this By-law;

**“Permit Holder”** means a **Person** who has been issued a **Permit**;

**“Person”** includes an individual, sole proprietorship, partnership, limited partnership, trust, corporation, and an individual in his or her capacity as a trustee, executor, administrator, or other legal representative;

**"Property"** means a parcel of land which is capable of being legally conveyed;

**"Sidewalk"** means the improved portion of a **Highway** between the edge of the roadway or boulevard and the property lines of the **Property** abutting the **Highway** and which is intended for the use of **Pedestrians**;

**"Sidewalk Display"** is the display of wares, services or items on a **Sidewalk** and includes objects, structures, chattels, furniture or fixtures used to exhibit such wares, services or items;

**"Sidewalk Café"** means an area on a **Highway** where food and beverages are offered for sale, served and consumed but does not include the sale, service and consumption of alcohol;

**"Sidewalk Patio"** means an area on a **Highway** where food and beverages are offered for sale, served and consumed and includes the sale, service and consumption of alcohol;

**"Sight Triangle"** means the area of a corner lot, which is kept free of buildings or other features which may **obstruct** the vision of drivers of vehicles, and is maintained for daylight sighting at intersections;

**"Solicit"** means to sell, take orders, receive contributions, distribute advertising material, or samples of any product or service not associated with an establishment subject to a **Permit**;

**"Township"** means the Corporation of the Township of Centre Wellington or the land within the geographic limits of the Corporation of the Township of Centre Wellington as the context requires;

**"Township-owned land"** means any **Property, Sidewalk, Highway** or land that is owned or maintained by the **Township** or the County of Wellington;

**"Unsafe Condition"** means any condition that poses or constitutes an undue or unreasonable hazard or risk to life, limb or health of any **Person**;

**"Weather Resistant Materials"** means a weather-resistant product that can resist exposure to a range of weather conditions, from sunlight and heat to humidity.

## **2 GENERAL PROVISIONS**

2.1 No **Person** shall place, erect, construct, keep or operate a **Sidewalk Café, Sidewalk Patio** or **Sidewalk Display** on a **Sidewalk, Highway** or **Township-Owned lands** without a **Permit**.

2.2 No **Person** shall own, operate, place, erect, construct, keep, maintain, cause or permit to be operated, placed, erected, constructed or maintained a **Sidewalk**

**Café, Sidewalk Patio or Sidewalk Display** other than in accordance with the provisions of this By-law, the terms and conditions of a **Permit**, a **Permit**, and the approved plans.

- 2.3 No **Person** shall own, operate, place, erect, construct, keep, maintain, cause or permit to be operated, placed, erected, constructed or maintained a **Sidewalk Café, Sidewalk Patio, or Sidewalk Display** other than in a **Central Business District**.
- 2.4 No **Person** shall own, operate, place, erect, construct, keep, cause, maintain or permit to be operated, placed, erected, constructed or maintained a **Sidewalk Café or Sidewalk Patio** other than between the period of April 15<sup>th</sup> and October 31<sup>st</sup>.
- 2.5 No **Person** shall operate or permit to be operated a **Sidewalk Café or Sidewalk Patio** from 11:00 p.m. one day to 7:00 a.m. the following day, unless otherwise approved by the **Managing Director of Infrastructure Services**.
- 2.6 No **Person** shall operate or serve or permit to be operated or served a **Person** outside the area of the approved plans of a **Sidewalk Café or Sidewalk Patio**.
- 2.7 No **Person** shall serve alcohol other than in accordance with a licence issued by the Alcohol and Gaming Commission of Ontario.
- 2.8 No **Person** shall sell, serve or consume or cause to be sold, served or consumed alcohol on a **Sidewalk Patio** after 10:00 p.m.
- 2.9 No **Person** shall **Solicit** in a **Sidewalk Café or Sidewalk Patio**.
- 2.10 No **Person** shall install, construct, erect or cause to be installed, constructed or erected a tent or other roofed structure on a **Sidewalk, Highway or Township-owned lands** without approval from the **Township**.
- 2.11 No **Person** shall own, operate, place, erect, construct, keep, maintain, cause or permit to be operated, placed, erected, kept, maintained or constructed a **Sidewalk Display** between the hours of 9:00 p.m. one day and 7:00 a.m. the following day between the period of November 1<sup>st</sup> and April 14<sup>th</sup>.
- 2.12 No **Person** shall construct or permit to be constructed a **Pedestrian Platform** without the approval of the **Township**.
- 2.13 No **Person** shall own, place, erect, keep or maintain, cause or permit to be placed, erected, kept or maintained a bench on a **Sidewalk, Highway or Township owned lands** between the period of November 1<sup>st</sup> and April 14<sup>th</sup> unless expressly approved by the Managing Director of Infrastructure Services.

### **3 APPLICATION FOR A PERMIT**

- 3.1 A **Person** making an application for a **Sidewalk Café** or a **Sidewalk Patio Permit** shall submit:
- (a) a complete application in the form provided by the **Township**;
  - (b) when applicable, the Business Name Registration and/or Articles of Incorporation obtained from the applicable provincial or federal Ministry;
  - (c) plans that show the design and layout of the **Sidewalk Café** or **Sidewalk Patio** and compliance with the standards set out in this By-law;
  - (d) plan and elevation (street level view) drawings of the proposed **Sidewalk Café** or **Sidewalk Patio** that shows all features within the **Sidewalk Café** or **Sidewalk Patio** envelope including furniture, lighting, utilities (poles, vaults, valves), trees, bike racks, benches, hydrants, shelters, manholes, traffic signs, catch basins, awnings and any other physical or drainage feature of the **Highway** within six (6) metres (19.7 feet) of any public utility that may be affected by the **Sidewalk Café** or **Sidewalk Patio**;
  - (e) where applicable, details about the **Sidewalk Café** or **Sidewalk Patio** surface and how elements will be affixed to the surface;
  - (f) a certificate of insurance in a form satisfactory to the **Township** naming the **Township** as an additional insured with a coverage limit not less than five (5) million dollars in Commercial General Liability;
  - (g) where applicable, a certificate of insurance in a form satisfactory to the **Township** naming the County of Wellington as an additional insured with a coverage limit not less than five (5) million dollars in Commercial General Liability;
  - (h) an acknowledgement that any damage to Township-owned land and public infrastructure associated with the Permit Holder's use of said lands, the Permit Holder agrees to pay for the full cost plus a 20 percent administration fee to remediate the damage;
  - (i) any other documents as may be required by the **Township** to the satisfaction of the **Township**;
  - (j) the required application fee, approval and inspection fees as provided for in the **Township's** Fees and Charges By-law.
- 3.2 In addition to the submission requirements outlined in Section 3.1, a **Person** making an application for a **Sidewalk Patio Permit** shall submit:

- (a) a copy of the liquor licence issued by the Alcohol and Gaming Commission of Ontario.

3.3 A **Person** making an application for a **Sidewalk Display Permit** shall submit:

- (a) a complete application in the form provided by the **Township**;
- (b) when applicable, the Business Name Registration and/or Articles of Incorporation obtained from the applicable provincial or federal Ministry;
- (c) plans that show the design and layout of the **Sidewalk Display** including furniture, lighting, utilities (poles, vaults, valves), trees, bike racks, benches, hydrants, shelters, manholes, traffic signs, catch basins, awnings and any other physical or drainage feature of the **Highway** within six (6) metres (19.7 feet) of any public utility that may be affected by the **Sidewalk Display**;
- (d) a certificate of insurance in a form satisfactory to the **Township** naming the **Township** as an additional insured with a coverage limit not less than two (2) million dollars in Commercial General Liability;
- (e) any other documents as may be required by the **Township** to the satisfaction of the **Township**;
- (f) the required application fee, approval and inspection fees as provided for in the **Township's** Fees and Charges By-law.

3.4 Acceptance of an application does not constitute approval of the application or oblige the **Township** to issue a **Permit**.

#### **4 PERMIT**

4.1 The **Managing Director of Infrastructure Services** is hereby delegated authority to issue a **Permit** in accordance with the provisions of this By-law and the applicable Schedule(s) to this By-law.

4.2 The **Managing Director of Infrastructure Services** is hereby delegated authority to refuse to issue a **Permit** or impose additional terms and conditions on a **Permit** that in the opinion of the **Managing Director of Infrastructure Services** are reasonable and taking into consideration:

- (a) the health, safety and well-being of **Persons**, pedestrians and vehicular traffic;
- (b) potential interference the **Sidewalk Café**, **Sidewalk Patio** or **Sidewalk Display** may have on the intent and purpose of the use of the **Township-owned lands, Sidewalk or Highway**;
- (c) risks of property damage;

- (d) creation of a violation of any **Township** By-law, **Township** policy or **Township** resolution, provincial or federal legislation;
  - (e) **Township** or County of Wellington construction or work activities;
  - (f) potential interference with any utility, catch basins, water and gas valves, valves or other works installed on **Township-owned lands**, **Sidewalk** or **Highway**.
- 4.3 The **Managing Director of Infrastructure Services** may limit the number of **Permits** issued in each **Central Business District** taking into consideration the items listed in Section 4.2.
- 4.4 The **Managing Director of Infrastructure Services** may issue a **Permit** where minor modifications to the location, boundary and configuration of the **Sidewalk Café** or **Sidewalk Patio** requirements of this by-law are made but achieve the overall intent of the provisions of this By-law.
- 4.5 A **Permit** issued by the **Township** is non-refundable and is not transferable.
- 4.6 A **Permit** issued pursuant to this By-law is valid for the current calendar year in which it is issued.
- 4.7 A **Permit** may only be issued where the use of the establishment complies with the **Township's** zoning by-law and the **Permit** is for a use that is accessory to the establishment's use.
- 4.8 The **Township** upon the expiry of a **Permit** and being satisfied that the **Highway**, **Sidewalk** or **Township-owned lands** has been restored to its original condition shall refund the security deposit to the **Permit Holder**.

## **5 TERMS AND CONDITIONS OF A PERMIT**

- 5.1 Every **Person** who has been issued a **Permit** shall:
- (a) maintain the area in a neat, tidy and safe working condition;
  - (b) maintain the 1.8 metre **Clearway**;
  - (c) not store a refuse container or refuse on a **Highway**, **Sidewalk** or **Township owned land** other than in accordance with the County of Wellington's Curbside Collection of Waste, Organics and Recyclables By-law;
  - (d) not install or permit the installation of a permanent structure on a **Highway**, **Sidewalk** or **Township-owned land**;
  - (e) not lag or permit to be lagged a fence into a **Sidewalk**, **Highway**, or **Township-owned land**;
  - (f) not use or permit to be used a solid fuel burning device on a **Highway**, **Sidewalk** or **Township-owned land**;



- (g) comply with the **Township's** Noise By-law and the **Township's** Sign By-law;
- (h) comply with the requirements and standards established by this By-law;
- (i) not prepare or cook food including cooking food on a barbeque on a **Highway, Sidewalk or Township-owned land**;
- (j) in the case of a **Sidewalk Café** or **Sidewalk Patio**, secure and store the furniture and any other items, objects, structures, chattels and fixtures when not in use outside the hours of operation as provided for in this By-law;
- (k) not permit a waiting line for a **Sidewalk Café** or **Sidewalk Patio** to **obstruct a Clearway**;
- (l) ensure all items, objects, structures, chattels, furniture and fixtures are contained within the approved **Sidewalk Café** or **Sidewalk Patio** defined area;
- (m) provide furniture that is accessible for use by a **Person** with a disability;
- (n) in the case of the **Sidewalk Display**, ensure all items, objects, structures, chattels, furniture and fixtures are removed from the **Sidewalk** at the end of each day with the exception of decorative planters or a bench that are displayed in accordance with this by-law;
- (o) comply with all provincial or federal legislation including the *Smoke Free Ontario Act, 2017, S.O. 2017, c. 26*, as amended, and its regulations;
- (p) remove all items objects, structures, chattels, furniture and fixtures from the **Sidewalk Café, Sidewalk Patio or Sidewalk Display** area within three (3) days after expiry of the **Permit**;
- (q) return the **Sidewalk Café, Sidewalk Patio or Sidewalk Display** area to its original condition;
- (r) on behalf of himself, its heirs, executors, administrators and assigns to defend, indemnify and save harmless the **Township**, and, if applicable, the Corporation of the County of Wellington, and their elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the **Permit Holder**, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the issued **Permit**. This indemnity shall be in addition to and not in lieu of any insurance provided by the **Permit Holder**;

- (s) not conduct any activity, construction or permit a use on a **Highway, Sidewalk or Township-owned land** that poses a risk to the life or health or damage to a **Highway, Sidewalk or Township-owned land** including trees and plants.

5.2 Every **Person** who has been issued a **Permit**:

- (a) shall not hinder or **obstruct** access by the **Township** or the County of Wellington to a **Highway, Sidewalk or Township owned land**;
- (b) shall remove all items, objects, structures, chattels, furniture and fixtures from a **Highway, Sidewalk or Township owned land** within forty-eight (48) hours of receiving notice from the **Township**;
- (c) acknowledges that the **Township** and the County of Wellington in the case of an emergency may remove all items, objects, structures, chattels, furniture and fixtures that are part of a **Sidewalk Café, Sidewalk Patio or Sidewalk Display** without notice;
- (d) acknowledges that the **Township** and the County of Wellington is not responsible for any damage or loss of any items, objects, structures, chattels, furniture or fixtures that are part of a **Sidewalk Café, Sidewalk Patio or Sidewalk Display**;
- (e) acknowledges that the **Township** and the County of Wellington is not responsible for reinstating a **Sidewalk Café, Sidewalk Patio or Sidewalk Display**.

## 6 DESIGN AND CONSTRUCTION STANDARDS

6.1 A **Sidewalk Café** and a **Sidewalk Patio** located on a **Sidewalk** shall:

- (a) provide a minimum **Clearway** of 1.8 metres;
- (b) provide a minimum entry way of 1.2 metres;
- (c) where there is a curb, be a minimum distance of 0.5 metres from the curb;
- (d) be a minimum distance of 0.5 metres from any streetscape object;
- (e) be a minimum distance of 3.0 metres from the corner of an intersection;
- (f) be a minimum distance of 3.0 metres from a fire hydrant;
- (g) be a minimum distance of 3.0 metres from a raised utility vault;
- (h) meet **Sight-triangle** requirements;
- (i) be located partially or entirely on the **Sidewalk** adjacent to the establishment;
- (j) not encroach on the **Sidewalk** area adjacent to an abutting establishment, unless expressly approved by the Managing Director of Infrastructure Services and its sole discretion.

6.2 A **Sidewalk Café** and a **Sidewalk Patio** located on an On-Street Parking Space shall:

- (a) provide a minimum **Clearway** of 1.8 metres;
- (b) locate the **Clearway** between the curb and the associated building;
- (c) provide a minimum entry way of 1.5 metres;
- (d) be a minimum distance of 1.5 metres from any streetscape object;
- (e) be a minimum distance of 3.0 metres from the corner of an intersection;
- (f) be a minimum distance of 3.0 metres from a fire hydrant;
- (g) meet **Sight-triangle** requirements;
- (h) be designed to not inhibit the adequate drainage of storm water runoff;
- (i) have a reflective post a minimum of 1.2 metres in height located a minimum of 0.5 metres from the edge of the **Sidewalk Café** or **Sidewalk Patio** closest to the travelled portion of the **Highway** at each corner.

6.3 A **Sidewalk Café** and a **Sidewalk Patio** located on an On-Street Parking Space shall:

- (a) be constructed to the same height as the **Sidewalk**;
- (b) be designed for easy removal and to prevent damage to the underlying roadbed.

6.4 A **Sidewalk Café** and a **Sidewalk Patio** shall only be permitted in an On-Street Parking space provided:

- (a) there is a minimum of one on-street parking space located directly in front of the associated establishment.

6.5 A combined **Sidewalk** and On-Street Parking **Sidewalk Café** and **Sidewalk Patio** shall:

- (a) meet all the requirements in Sections 6.1, 6.2, 6.3 and 6.4;
- (b) locate the **Clearway** between the interior boundary of the **Sidewalk Café** or the **Sidewalk Patio** and the associated establishment;
- (c) have a level transition between the **Sidewalk** portion of the **Sidewalk Café** or the **Sidewalk Patio** and the on-street parking space portion of the **Sidewalk Café** or the **Sidewalk Patio**.

6.6 The **Managing Director of Infrastructure Services** may approve the use of a **Pedestrian Platform** as part of a **Sidewalk Café** or **Sidewalk Patio** where deemed appropriate and subject to the **Pedestrian Platform** being:

- (a) 2 metres in width;
- (b) satisfied with the layout, signage, and construction materials.

## 7 FURNITURE STANDARDS

7.1 All furniture shall be made of either:

- (a) durable, **Weather Resistant Materials** that are easily cleaned;
  - (b) composite, metal, or painted and stained wood.
- 7.2 Host stands shall be consistent with the furniture provided and shall not be located within a **Clearway**.
- 7.3 Where a **Sidewalk Café** or a **Sidewalk Patio** is located within 1 metre of the exterior front wall of the establishment the following table and chair limits and restrictions shall apply:
  - (a) Maximum of 2 sets of two tables;
  - (b) Each table shall have a maximum width of 76 cm and a maximum length of 101 cm;
  - (c) Each table shall a maximum of two chairs;
  - (d) Each chair shall have a maximum width of 76 cm and a maximum depth of 76 cm.

## **8 LIGHTING STANDARDS**

- 8.1 Lights are permitted as part of a **Sidewalk Café** or **Sidewalk Patio** provided:
  - (a) they are located within the boundaries of the **Sidewalk Café** or the **Sidewalk Patio** area;
  - (b) they are directed downward and onto the **Sidewalk Café** or **Sidewalk Patio** area and away from a neighbouring **Property** and the travelled portion of a **Highway**.
- 8.2. Lights shall:
  - (a) not exceed 3 metres in height;
  - (b) be restricted to low voltage (12V system). A 120VAC is not permitted;
  - (c) not be connected into a **Township** street light;
  - (d) be turned off by 11:00 p.m. every night;
  - (e) not flash or distract vehicular or pedestrian traffic.

## **9 FENCING REQUIREMENTS AND STANDARDS**

- 9.1 Fencing shall be installed for a:
  - (a) **Sidewalk Patio**;
  - (b) **Sidewalk Cafe** located in an on-street parking space;

- (c) **Sidewalk Café** that extends beyond or is not located within 1 metre of the exterior front wall of the establishment.

9.2 Fencing shall be:

- (a) made of durable, **Weather Resistant Materials** that are easily cleaned;
- (b) made of composite, metal, or painted and stained wood or a material that is to the satisfaction of the **Chief Building Official**;
- (c) complementary to the building and surrounding streetscape.

9.3 Fencing shall:

- (a) be a minimum of 0.8 metres to a maximum of 1.1 metres in height from the floor and have a low barrier bar 0.15 metres high;
- (b) form a fully enclosed perimeter.

## 10 PLANTER FENCE STANDARDS

10.1 Planters may be used in lieu of a fence.

10.2 The planters, with plants shall be:

- (a) a minimum of 0.8 metres to a maximum of 1.1 metres in height from the floor and must be a continuous length to delineate the area and have a low barrier bar 0.15 metres high.

10.3 Planters shall maintain a 0.5 buffer from the curb.

## 11 DECORATIVE PLANT STANDARDS

11.1 Ground planters may be used in a **Sidewalk Café**, **Sidewalk Patio** or **Sidewalk Display** for decoration.

11.2 A ground planter shall not:

- (a) exceed 0.5 metres in width and 1.0 metre in height.

11.3 A ground planter with plant material shall not:

- (a) exceed 1.5 metres in height or interfere with sight lines.

11.4 Notwithstanding any provision of this by-law, a **Person** may place a maximum of two (2) ground planters located on either side of an entrance against the façade of a building or within one (1) metre of a building provided a minimum **Clearway** of 1.8 metres is maintained.

## 12 PLANT STANDARDS

12.1 Plants shall be healthy, living and maintained throughout the season.

### **13 UMBRELLA STANDARDS**

13.1 An umbrella shall:

- (a) be made of flame and fade resistant material;
- (b) have a minimum height clearance of 2 metres;
- (c) not extend beyond the **Sidewalk Café** or **Sidewalk Patio**.

### **14 HEATING DEVICE STANDARDS**

14.1 A **Heating Device** may be used in a **Sidewalk Café** or **Sidewalk Patio** area.

14.2 A **Heating Device** shall not exceed 3 metres in height.

14.3 A **Heating Device** shall meet the applicable CSA, UL or ULC approvals.

### **15 OCCUPANCY STANDARDS**

15.1 Occupancy load calculations for a **Sidewalk Café** and a **Sidewalk Patio** shall be in accordance with Part 3 of the **Building Code**, with specific reference to the calculations in Table 3.1.17.1. In calculating the occupancy load calculation for a **Sidewalk Café** and **Sidewalk Patio**, the approved interior occupancy load of the establishment shall be taken into consideration.

### **16 SIDEWALK DISPLAY STANDARDS**

16.1 A **Sidewalk Display** shall:

- (a) be located within 1 metre of the exterior front wall of the building for which a **Permit** is issued;
- (b) only display wares, services or items for sale at that establishment.

### **17 BENCHES**

17.1 A **Person** may place a bench against the façade of a building or within one (1) metre of a building provided a minimum **Clearway** of 1.8 metres is maintained.

### **18 ORDERS AND REMEDIAL ACTION**

18.1 If an **Officer** determines that an **obstruction** of a **Highway**, **Sidewalk** or **Township-owned land** exists, the **Officer** may issue an Order requiring the **Owner** of the **Property** from which the **obstruction** comes from, relates to, or was created for, to discontinue causing the **obstruction** and to remove the **obstruction** and repair, as necessary, at the expense of the **Owner**, the **Highway**, **Sidewalk** or **Township-owned land** so that the **Highway**, **Sidewalk** or **Township-owned land** is brought back to its former condition prior to the **obstruction**.

18.2 Where the order is not complied with in the time period stipulated, the **Township** may remove the **obstruction** and repair, as necessary, the **Highway, Sidewalk or Township-owned land** and all the **Costs** incurred by the **Township** in undertaking this work shall be **Costs** owed to the **Township** by the **Owner** of the **Property** from which the **obstruction** comes from, relates to, or was created for.

## **19 UNSAFE CONDITION – REMOVAL**

19.1 Notwithstanding Section 18.1, if an **Officer** determines that an **obstruction** of a **Highway, Sidewalk or Township-owned land** is, or may create, an **unsafe condition**, the **Officer** may take any action necessary to have the **obstruction** immediately removed and the **Highway, Sidewalk or Township-owned land** repaired, if necessary, and all the **costs** incurred by the **Township** in undertaking the work shall be **costs** owed to the **Township** by the **Owner** of the **Property** from which the **obstruction** comes from, relates to, or was created for.

## **20 REMOVAL, STORAGE AND DISPOSAL OF ITEMS**

20.1 Any items, objects, structures, chattels, furniture, fixtures or **obstructions** removed by the **Township** from a **Highway, Sidewalk or Township-owned lands** under this By-law may at the discretion of the **Managing Director of Infrastructure Services**, be deposited at the **Property** from which they come from, relate to, or was created for, or be stored at a **Township** facility for 60 days at the **Owner's** expense.

20.2 An item removed under this By-law shall only be released to its **Owner** after the **Owner** has shown proof of ownership and paid the **Township** any **costs** regarding the removal and storage of the item.

20.3 An item removed under this By-law that is stored at a **Township** facility for more than 60 days and for which an **Owner** has not been identified may be disposed of by the **Township** in any manner that it deems appropriate.

20.4 An item removed under this By-law that is stored at a **Township** facility for more than 60 days and for which the **Owner**, having been identified, has failed to pay the applicable **costs** and claim the item, may be disposed of pursuant to the provisions of the *Repair and Storage Liens Act, R.S.O. 1990, c. R. 25*, as amended.

20.5 The **Township** shall not be responsible for any damage to any item removed and stored.

## **21 USE OF CONTRACTOR AND RECOVERY OF EXPENSES**



- 21.1 The **Township** may retain the services of a contractor to carry out any of the work that the **Township** may carry out under this By-law.
- 21.2 The **Township** shall first invoice the **Permit Holder** to cover any **costs**.
- 21.3 All **costs** incurred by the **Township** in connection with the enforcement of this By-law shall be paid to the **Township** by the **Person** owing those **costs** and may be collected:
- (a) in the same manner as property taxes by adding the **costs** to the tax roll of the **Property** from which the item on the **Highway, Sidewalk or Township-owned lands** relates;
  - (b) through court action.
- 21.4 All **Costs** owed to the **Township** are due and payable within thirty (30) days of the billing date set out on the invoice and, in the event of failure to pay the entire amount due within the said thirty (30) days, interest may be applied at the rate of 1.25% per month (15% annually).

## **22 ENFORCEMENT AND PENALTY PROVISIONS**

- 22.1 The enforcement of this By-law shall be conducted by an **Officer**.
- 22.2 An **Officer** may enter on land at any reasonable time for the purpose of carrying out an inspection to determine whether or not the By-law is complied with.
- 22.3 Every **person** who contravenes any provision of this By-law, including failing to comply with an order made under this By-law, is guilty of an offence and is liable to a fine, and such other penalties, as provided for in the Provincial Offences Act, R.S.O. 1990, c. P.33, as amended, and the Municipal Act, 2001, as amended.
- 22.4 Any **person** who is charged with an offence under this By-law or an Order issued pursuant to this By-law or every director or officer of a corporation, who knowingly concurs in the contravention by the laying of an information under Part III of the Provincial Offences Act, R.S.O. 1990, c. P. 33, as amended and is found guilty of the offence is liable pursuant to the Municipal Act, 2001, as amended to the following:
- (a) on a first offence, to a fine not more than \$50,000.00; and
  - (b) on a second offence and each subsequent offence, to a fine of not more than \$100,000.00
- 22.5 Every **Person** who is issued a Part 1 offence notice or summons upon conviction is guilty of an offence under this By-law shall be subject to a fine, to a maximum as provided for in the *Provincial Offences Act, R.S.O. 1990, c. P. 33*, as amended.

22.6 No **Person** shall hinder or **obstruct**, or attempt to hinder or **obstruct**, any **Officer** exercising a power or performing a duty under this By-law.

22.7 Every **Person** who is alleged to have contravened any of the provisions of this By-law, shall identify themselves to an **Officer** upon request, failure to do so shall be deemed to have hindered or **obstructed** an **Officer** in the execution of his or her duties.

22.8 Upon conviction any penalty imposed under this By-law may be collected under the authority of the *Provincial Offences Act, R.S.O. 1990, c. P. 33*, as amended.

22.9 If a **Person** is convicted of an offence under this By-law, the court in which the conviction has been entered and any court of competent jurisdiction may, in addition to any other remedy and to any penalty imposed, make an order prohibiting the continuation or repetition of the offence by the **Person** convicted.

## **23 SERVICE OF DOCUMENTS**

23.1 Service of any document other than an invoice but including an order, under this By-law may be given in writing in any of the following ways and is effective:

- (a) when a copy is delivered to the **Person** to whom it is addressed;
- (b) on the 5<sup>th</sup> day after a copy is sent by registered mail to the **Person's** last known address;
- (c) where service is unable to be done under subsections 23.1 (a) or 23.1 (b), notice may be given by placing a placard containing the terms of the document or order in a conspicuous place on the **Property** to which the document or order relate and shall be deemed to be sufficient service on the **Owner**.

## **24 SEVERABILITY**

24.1 If a court of competent jurisdiction declares any section or part of this By-law invalid, it is the intention of Council of the **Township** that the remainder of this By-law shall continue in force unless the court makes an order to the contrary.

## **25 SINGULAR AND PLURAL USE**

25.1 In this By-law, unless the context otherwise requires words importing the singular shall include the plural and use of the masculine shall include the feminine, where applicable.

## **26 REPEAL**

26.1 By-law 2021-14 is hereby repealed.

READ A FIRST, SECOND, THIRD TIME AND FINALLY PASSED THIS            DAY  
OF 2022.

THE CORPORATION OF THE  
TOWNSHIP OF CENTRE WELLINGTON

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MAYOR KELLY LINTON

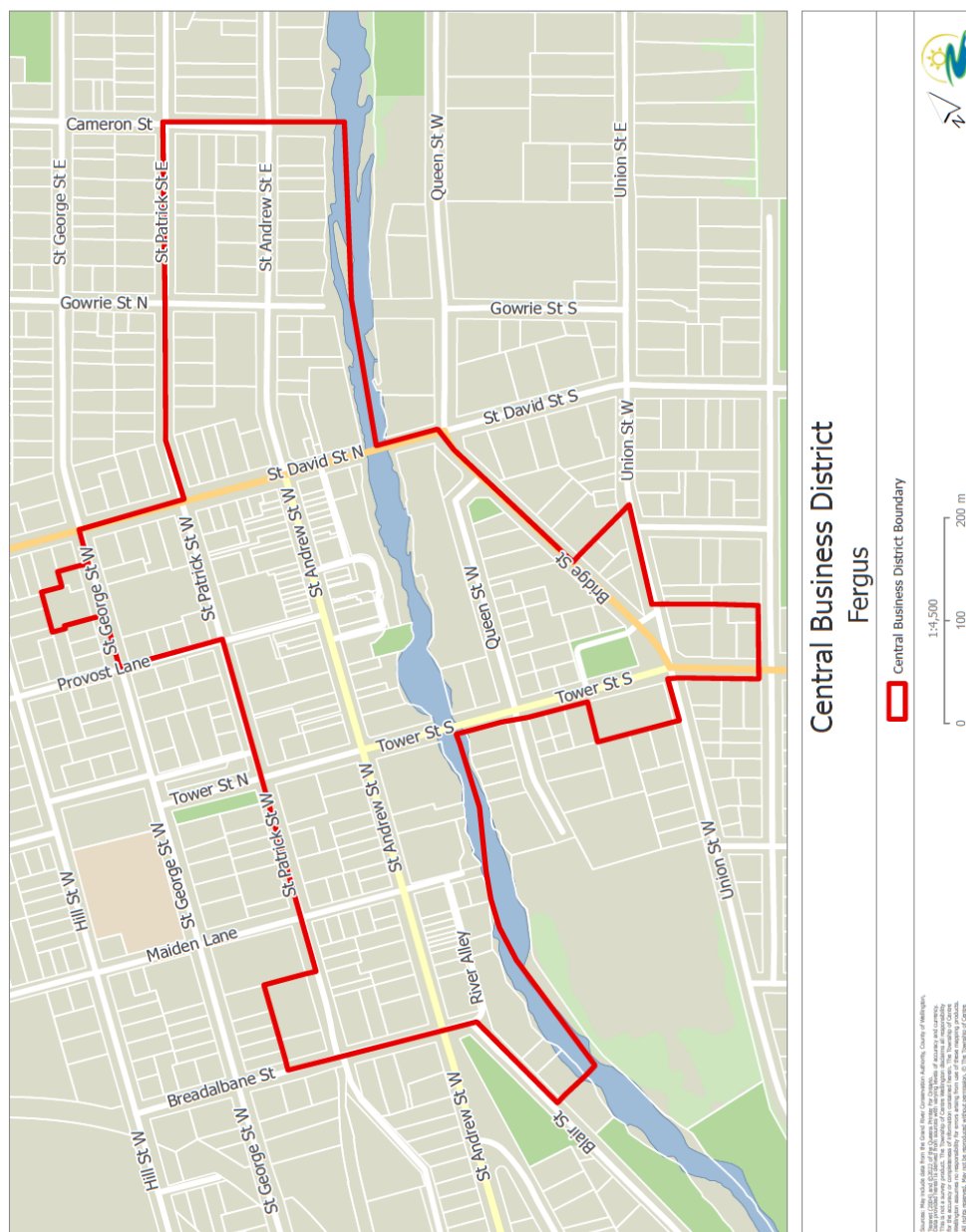
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CLERK KERRI O'KANE

## Schedule A- Central Business District Area Map- Elora



### Schedule B- Central Business District Area Map- Fergus





## Report to Committee of the Whole

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**To:** Mayor Linton and Members of Council

**Report:** COR2022-18

**Prepared By:** Kerri O'Kane, Manager of Legislative  
Services & Municipal Clerk

**Date:** 19 Apr 2022

**RE:** Consolidated Delegation of Authority Report for 2021

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### Summary:

This report satisfies the reporting requirements of the Township's Delegation of Authority By-law 2016-041, as amended for activity in 2021.

### Report:

Attached, please find the following tables, representing delegation of authority acted upon in 2021 (by Department):

Attachment A - Corporate Services  
Attachment B - Infrastructure Services  
Attachment C - Community Services  
Attachment D - Planning & Development Services

### Consultation:

This report was prepared in consultation with the CAO, Managing Directors and staff from various departments.

### Attachments:

- [Att A Corporate Services](#)
- [Att B Infrastructure Services](#)
- [Att C Community Services](#)
- [Att D Planning and Development Services](#)

### Approved By:

Adam McNabb, Managing Director of Corporate Services and Treasurer  
Dan Wilson, Chief Administrative Officer

Attachment A - Corporate Services

Data Acquisition and Sharing (Legislative Services Division)  
Reporting Period January 01 - December 31, 2021

Date Completed	Type of Agreement	Description	Signing Authority
2021-01-14		MTO ARIS Data Sharing (By-law Enforcement)	Municipal Clerk



**Tax Adjustments Pursuant to the Municipal Act, 2001, Sections 357, 358 and 359 (Finance Division)**  
**Reporting Period January 01 - December 31, 2021**

Year	Roll Number	Municipal Address	Reason for Adjustment	Township	County	Education	Dedicate d Capital Levy	GRCA	TOTAL	Signing Authority
2019	021.05979	0 Beatty Line N.	Exempt	272.04	567.20	147.88	23.70	-	1,010.82	Managing Director of Corporate Services
2020	021.05979	0 Beatty Line N.	Exempt	332.23	694.75	172.89	34.59	-	1,234.46	Managing Director of Corporate Services
2021	021.05979	0 Beatty Line N.	Exempt	337.17	702.86	172.89	34.04	-	1,246.96	Managing Director of Corporate Services
2019	027.04000	8521 Sideroad 20	Remove old garage	58.93	122.86	32.03	5.13	1.25	220.20	Managing Director of Corporate Services
2020	027.04000	8521 Sideroad 20	Remove old garage	61.74	129.11	32.13	6.43	1.30	230.71	Managing Director of Corporate Services
2020	028.04850	6713 Second Line	Remove Commercial	12.47	26.08	66.63	1.30	27.00	133.48	Managing Director of Corporate Services
2021	011.05889	161 Halls Dr	Exempt	45.35	94.54	23.26	4.58		167.73	Managing Director of Corporate Services
2021	021.03500	536 Wellington Rd 18	Exempt	174.48	363.71	89.47	17.62	3.60	648.88	Managing Director of Corporate Services
2020	004.10100	166 Forfar St E	Remove Commercial	56.34	117.81	301.00	5.86		481.01	Managing Director of Corporate Services
2021	004.10100	166 Forfar St E	Remove Commercial	312.35	651.11	1,549.96	31.54		2,544.96	Managing Director of Corporate Services
2021	003.03200	483 St George St E	House Demolished	254.23	529.96	130.36	25.67		940.22	Managing Director of Corporate Services
2021	031.15400	8471 Eramosa Garafraxa TL	Remove Commercial	98.10	204.51	204.65	9.91	2.02	519.19	Managing Director of Corporate Services
2019	012.08600	245 Geddes St	House Demolished	228.83	477.11	124.39	19.93		850.26	Managing Director of Corporate Services
2020	012.08600	245 Geddes St	House Demolished	308.71	645.56	160.65	32.14		1,147.06	Managing Director of Corporate Services
2021	012.08600	245 Geddes St	House Demolished	581.84	1,212.89	298.35	58.75		2,151.83	Managing Director of Corporate Services
2019	020.12700	198 South River Rd	House Demolished	400.97	836.01	217.97	34.93	8.52	1,498.40	Managing Director of Corporate Services
2020	020.12700	198 South River Rd	House Demolished	687.97	1,438.68	358.02	71.62	14.46	2,570.75	Managing Director of Corporate Services
2021	020.12700	198 South River Rd	House Demolished	698.21	1,455.47	358.02	70.50	14.39	2,596.59	Managing Director of Corporate Services
2019	003.04200	454 Hill St E	Garage Removed	22.60	47.13	12.29	1.97		83.99	Managing Director of Corporate Services
2020	003.04200	454 Hill St E	Garage Removed	23.52	49.19	12.24	2.45		87.40	Managing Director of Corporate Services
2021	003.04200	454 Hill St E	Garage Removed	23.87	49.76	12.24	2.41		88.28	Managing Director of Corporate Services
2020	011.12700	15 Water St	Barn Removed	36.94	77.24	19.22	3.85		137.25	Managing Director of Corporate Services
2021	001.06000	335 Union St E	Remove Commercial	49.74	103.68	246.80	5.02		405.24	Managing Director of Corporate Services
2021	024.08800	6478 Fifth Line	Mobile Unit Removed	68.63	143.06	35.19	6.93	1.41	255.22	Managing Director of Corporate Services

Reporting Period January 01 - December 31, 2021

Date Completed	Vendor	Type of Agreement or Authorization	Amount	Signing Authority
2021	Adobe Pro	Website / Document editing	14951.28	Manager of Information Technology
2021	Aptean (Diamond)	Great Plains Maintenance and Support	33565.39	Manager of Information Technology
2021	Access Copyright	Website - Canadian Copyright Licensing	395.34	Manager of Information Technology
2021	Bang the Table	Citizen Engagment Site	10176	Manager of Information Technology
2021	Cansel	GPS Unit Maintenance	1208.64	Manager of Information Technology
2021	CityView	Cityview support	44920.43	Manager of Information Technology
2021	Comodo Endpoint Security	Desktop Security	4684.12	Manager of Information Technology
2021	DILIGENT CANADA INC	Legislative Services Agenda Software	19820.62	Manager of Information Technology
2021	Esolutions Group	Website / Constant Contact	21583	Manager of Information Technology
2021	ESRI Canada	GIS Software renewal	3093.5	Manager of Information Technology
2021	IPSWITCH What's Up Gold	Network Monitoring	3404.41	Manager of Information Technology
2021	Microsoft Azure	Backups to the cloud	3074	Manager of Information Technology
2021	Pluseway	Security Monitoring Software	3860.45	Manager of Information Technology
2021	Microsoft 365	Email / Cloud	12963.83	Manager of Information Technology
2021	Questica	Budget Software Support /Maintenance	1446.54	Manager of Information Technology
2021	SoildCAD	Building Dept. Plans Markup Software	3452.71	Manager of Information Technology
2021	SiteImprove	Website Broken Link / Spelling Analysis	5242.49	Manager of Information Technology
2021	TixHub	Theatre Ticket Sales	4713.52	Manager of Information Technology
2021	Web Names	Domain Name Registration	978.67	Manager of Information Technology
2021	YLM Membership	Community Asset Directories (Website)	3458.76	Manager of Information Technology
2021	TopDesk	Helpdesk Software	6594.05	Manager of Information Technology

**Attachment B**  
**Infrastructure Services**

**Service Financing Commitment Agreements**  
**Reporting Period January 01 - December 31, 2021**

Date Completed	Type of Agreement or Authorization	Address	Signing Authority
2021-06-10	Design and Construction	6512 Wellington Road 7, Elora	Managing Director of Infrastructure Services, Treasurer
2021-06-14	Design, Approvals, and Construction	435 Garafraxa Street West, Fergus	Managing Director of Infrastructure Services, Treasurer
2021-08-27	Design and Approvals	350 Wellington Road 7, Elora	Managing Director of Infrastructure Services, Treasurer
2021-12-14	Design and Approvals	961 St. David Street North, Fergus	Managing Director of Infrastructure Services, Treasurer

**Access Agreements**  
**Reporting Period January 01 - December 31, 2021**

Date Completed	Type of Agreement or Authorization	Address	Signing Authority

**Encroachment Agreements**  
**Reporting Period January 01 - December 31, 2021**

Date Completed	Type of Agreement or Authorization	Address	Signing Authority
2021-01-13	Existing Building	252 St. Andrew Street West, Fergus	Managing Director of Infrastructure Services

## Attachment C Community Services

### Special Events on Public Property & Day-to-Day Rental of Public Property (Community Services) Reporting Period January 01 - December 31, 2021

Date Completed	Type of Agreement or Authorization	Description		Quantity	Signing Authority
2021	Rental of Township Facility	Sportsplex	Advertising	1	Managing Director of Community Services
2021	Rental of Township Facility	Sportsplex	Aerobics	5	Managing Director of Community Services
2021	Rental of Township Facility	Sportsplex	Aquatics	1	Managing Director of Community Services
2021	Rental of Township Facility	Sportsplex	Ball Diamond	1	Managing Director of Community Services
2021	Rental of Township Facility	Sportsplex	Campground - ONLY	1	Managing Director of Community Services
2021	Rental of Township Facility	Sportsplex	Hall	18	Managing Director of Community Services
2021	Rental of Township Facility	Sportsplex	Floor	9	Managing Director of Community Services
2021	Rental of Township Facility	Sportsplex	Ice	136	Managing Director of Community Services
2021	Rental of Township Facility	Sportsplex	Meeting (3 rooms)	39	Managing Director of Community Services
2021	Rental of Township Facility	Sportsplex	Sportsfield	2	Managing Director of Community Services
2021	Rental of Township Facility	Sportsplex	Special Events	2	Managing Director of Community Services
2021	Rental of Township Facility	Elora Community Centre	Advertising	-	Managing Director of Community Services
2021	Rental of Township Facility	Elora Community Centre	Ball Diamond	8	Managing Director of Community Services
2021	Rental of Township Facility	Elora Community Centre	Hall	25	Managing Director of Community Services
2021	Rental of Township Facility	Elora Community Centre	Floor	3	Managing Director of Community Services
2021	Rental of Township Facility	Elora Community Centre	Ice	114	Managing Director of Community Services
2021	Rental of Township Facility	Elora Community Centre	Meeting Room	6	Managing Director of Community Services
2021	Rental of Township Facility	Elora Community Centre	Hall	25	Managing Director of Community Services
2021	Rental of Township Facility	Bissell	Park	5	Managing Director of Community Services
2021	Rental of Township Facility	Victoria Park Fergus	Fields (3 Fields)	3	Managing Director of Community Services
2021	Rental of Township Facility	Fergus Grand Theatre	Theatre Bookings	6	Managing Director of Community Services
2021	Rental of Township Facility	Parks	Sportsfield	26	Managing Director of Community Services
2021	Rental of Township Facility	Belwood Hall	Hall	3	Managing Director of Community Services
2021	Rental of Township Facility	Belwood Baseball Diamond	Ball Diamond	0	Managing Director of Community Services
2021	Rental of Township Facility	Tye Diamond	Ball Diamond	0	Managing Director of Community Services

**Events of Municipal Significance**  
Reporting Period January 01 - December 31, 2021

Date Completed	Type of Agreement or Authorization	Description	Signing Authority
August 20-22	Designated Municipally Significant Event	Wish You Were Here Mini-Festival	Managing Director of Community Services
29-Aug-22	Designated Municipally Significant Event	Antique & Classic Car Show	Managing Director of Community Services
23-Oct-22	Designated Municipally Significant Event	Murder Mystery Special Event	Managing Director of Community Services
July 22-August 12	Designated Municipally Significant Event	Annual Summer Concert Series	Managing Director of Community Services
Feb 6&7	Designated Municipally Significant Event	Ice Jam	Managing Director of Community Services

**Film Production**  
Reporting Period January 01 - December 31, 2021

Date Completed	Type of Agreement or Authorization	Description	Signing Authority
Feb 28-21	Film Permit	Venturing Two, Guang Yu Zhong	Managing Director of Community Services
Feb 2-21	Film Permit	MARKET 21A FILMS INC.	Managing Director of Community Services
March 18-21	Film Permit	Y Canada Productions INC.	Managing Director of Community Services
July 8-21	Film Permit	Langdon Productions	Managing Director of Community Services
July 26-21	Film Permit	Fergus Scottish Festival	Managing Director of Community Services
Oct. 13-21	Film Permit	SF Films Inc.	Managing Director of Community Services
June 21-21	Film Permit	Corner Store Films INC.	Managing Director of Community Services
Aug 27-21	Film Permit	Theatrix International Inc	Managing Director of Community Services

**Emergency Shelters**  
Reporting Period January 01 - December 31, 2021

Date Completed	Type of Agreement or Authorization	Description	Signing Authority
None to report			

**Attachment D**  
**Planning & Development Services**

**Site Plan Agreements (Planning & Development Services)**  
**Reporting Period January 01 - December 31, 2021**

<b>Date Completed</b>	<b>Type of Agreement or Authorization</b>	<b>Address</b>	<b>Signing Authority</b>
26-Jan-21	Site Plan Agreement	483 St. George Street East, Fergus	Managaing Director of Planning & Development
03-Feb-21	Site Plan Agreement	71 Victoria Crescent, Elora	Managaing Director of Planning & Development
25-Feb-21	Site Plan Agreement	320-360 Queen Street East, Fergus	Managaing Director of Planning & Development
14-Apr-21	Site Plan Agreement	149 Sideroad 18, Fergus	Managaing Director of Planning & Development
30-Apr-21	Site Plan Agreement	166 Forfar Street East, Fergus	Managaing Director of Planning & Development
03-May-21	Development Agreement	635/645/651 Perry Street	Managaing Director of Planning & Development
07-May-21	Site Plan Agreement	409 Geddes Street, Elora	Managaing Director of Planning & Development
26-May-21	Site Plan Agreement	265 Gowrie Street North, Fergus	Managaing Director of Planning & Development
31-May-21	Site Plan Agreement	79 Woolwich Street, Salem	Managaing Director of Planning & Development
10-Jun-21	Site Plan Agreement	99 Farley Drive, Fergus (Bld B)	Managaing Director of Planning & Development
18-Jun-21	Site Plan Agreement	86 First Line, Elora	Managaing Director of Planning & Development
05-Jul-21	Site Plan Agreement	470 Garafraxa Street East, Fergus	Managaing Director of Planning & Development
01-Sep-21	Site Plan Agreement	640 Gartshore Street, Fergus	Managaing Director of Planning & Development
08-Sep-21	Site Plan Agreement	Block 142, Haylock Subdivision, Elora	Managaing Director of Planning & Development
14-Dec-21	Site Plan Agreement	329 Geddes Street, Elora	Managaing Director of Planning & Development
15-Dec-21	Site Plan Agreement	438 South Street, Elora	Managaing Director of Planning & Development
15-Dec-21	Site Plan Agreement	201 Lamond Street, Fergus	Managaing Director of Planning & Development



## Report to Committee of the Whole

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**To:** Mayor Linton and Members of Council

**Report:** COR2022-15

**Prepared By:** Adam McNabb, Managing Director of  
Corporate Services and Treasurer

**Date:** 19 Apr 2022

**RE:** Treasurer's Annual Statement: 2021 Development Charge Reserve Funds

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### **Summary:**

The Development Charges Act, 2001 requires the Municipal Treasurer to provide to Council a financial statement of the annual activity within the Development Charge Reserve Funds.

### **Report:**

Attached please find the 2021 activity statements in Attachment 'A'.

### **Corporate Strategic Plan:**

Good Financial Management

### **Consultation:**

Mark Bradey, Manager of Finance & Deputy Treasurer

Attachments:

- [Attachment A - Annual Treasurer's Statement Tables 2021](#)

### **Approved By:**

Dan Wilson, Chief Administrative Officer



**Table 1**  
**Township of Centre Wellington**  
**Annual Treasurer's Statement of Development Charge Reserve Funds (By-Law 2018-40)**

Description	Services to which the Development Charge Relates							Total
	Roads	Public Works	Fire Protection Services	Parks and Recreation Services	Admin-istration	Urban Area		
						Wastewater Services	Water Services	
Opening Balance, January 1, 2021	4,157,817	1,094,046	768,247	2,701,238	194,247	2,363,662	793,705	12,072,963
Plus:								
Development Charge Collections	4,931,737	898,051	399,522	1,485,927	265,329	2,614,579	2,680,745	13,275,889
Accrued Interest	42,053	10,472	7,381	26,281	2,163	23,369	10,124	121,844
Amount Transferred from Capital Funds	-	-	-	-	-	-	-	-
Repayment of Monies Borrowed from Fund and Associated Interest	-	-	-	-	-	-	-	-
Sub-Total	9,131,606	2,002,569	1,175,150	4,213,446	461,739	5,001,610	3,484,575	25,470,696
Less:								
Amount Transferred to Capital <sup>1</sup>	408,059	301,381	21,590	72,735	33,919	30,031	210,618	1,078,333
Amount Transferred to Operating <sup>2</sup>	12,263	-	-	389,593	14,850	1,123,100	363,515	1,903,321
Amounts Loaned to Other D.C. Service Category for Interim Financing	-	-	-	-	-	-	-	-
Development Charge Credits <sup>3</sup>	497,072	-	-	-	-	21,948	96,516	615,536
Sub-Total	917,394	301,381	21,590	462,328	48,769	1,175,080	670,648	3,597,189
Closing Balance, December 31, 2021 (Including Committed Funds)	8,214,213	1,701,189	1,153,560	3,751,118	412,970	3,826,530	2,813,926	21,873,506
Committed to Capital as of December 31, 2021 <sup>4</sup>	279,000	279,947	39,400	558,500	572,185	40,000	436,500	2,205,532
Balance as of December 31, 2021 (Non-Committed)	7,935,213	1,421,242	1,114,160	3,192,618	(159,215)	3,786,530	2,377,426	19,667,974

<sup>1</sup> See Table 1-A for details

<sup>2</sup> See Table 1-B for details

<sup>3</sup> See Table 2 for details

<sup>4</sup> See Table 3 for details

The Township is compliant with s.s. 59.1 (1) of the *Development Charges Act*, 1997, as amended by Bill 73 whereby charges are not directly or indirectly imposed on development nor has a requirement to construct a service related to development been imposed, except as permitted by the *Development Charges Act*, 1997, as amended by Bill 73 or another Act.

**Table 1-A**  
**Township of Centre Wellington**  
**2021 Amounts Transferred to Capital Funds**

Capital Fund Transactions	Gross Capital Cost for 2021	D.C. Recoverable Cost Share			Non-D.C. Recoverable Cost Share		
		D.C. By-Law Period			Reserve / Reserve Fund Draws	Debt Financing	Grants, Subsidies Other Contributions
		D.C. Reserve Fund Draw	D.C. Debt Financing	Grants, Subsidies Other Contributions			
<u>Roads</u>							
Infrastructure Improvements - WR18 & Gerrie Rd	120,600	120,600	-	-	-	-	-
Carroll Creek Bridge - 3rd Line	6,952	6,952	-	-	-	-	-
Beatty Line Corridor Design	46,200	46,200	-	-	-	-	-
First Line Bridge (24WG)	206,000	26,000	-	-	180,000	-	-
First Line - WR19 to SR10 Paving	231,008	207,907	-	-	23,101	-	-
Infrastructure Improvements - Beatty Line & St Andrews St	400	400	-	-	-	-	-
<b>Sub-total Roads</b>	<b>611,160</b>	<b>408,059</b>	-	-	<b>203,101</b>	-	-
<u>Public Works</u>							
Corporate Operations Facility	50,980	50,980	-	-	-	-	-
Utility Truck	118,593	118,593	-	-	-	-	-
Single Axle Truck	20,053	20,053	-	-	-	-	-
Sidewalk Snow Plow	44,673	44,673	-	-	-	-	-
Corporate Operations Facility Land	4,116,357	67,083	-	-	288,145	3,761,129	-
<b>Sub-total Public Works</b>	<b>4,350,655</b>	<b>301,381</b>	-	-	<b>288,145</b>	<b>3,761,129</b>	-
<u>Fire Protection Services</u>							
Elora Fire Station Renovation/Expansion	17,290	17,290	-	-	-	-	-
Fire House Software Upgrade	4,300	4,300	-	-	-	-	-
<b>Sub-total Fire Protection Services</b>	<b>21,590</b>	<b>21,590</b>	-	-	-	-	-
<u>Wastewater Services</u>							
Infrastructure Improvements - WR18 & Gerrie Rd	30,031	30,031	-	-	-	-	-
<b>Sub-total Wastewater Services</b>	<b>30,031</b>	<b>30,031</b>	-	-	-	-	-
<u>Water Services</u>							
Infrastructure Improvements - WR18 & Gerrie Rd	69,350	69,350	-	-	-	-	-
Well F7 Filtration	276,500	14,000	-	-	262,500	-	-
Well. Rd 7 Watermain - 105m N. of Ross St to Well. Rd. 21	127,268	127,268	-	-	-	-	-
<b>Sub-total Water Services</b>	<b>473,118</b>	<b>210,618</b>	-	-	<b>262,500</b>	-	-
<u>Parks and Recreation Services</u>							
Water Trailer	5,897	5,897	-	-	-	-	-
Southridge Park - Washroom Building	1,338	1,338	-	-	-	-	-
Forfar Park	74,000	65,500	-	-	8,500	-	-
<b>Sub-total Parks and Recreation Services</b>	<b>81,235</b>	<b>72,735</b>	-	-	<b>8,500</b>	-	-
<u>Administration</u>							
South Fergus Secondary Plan	5,200	5,200	-	-	-	-	-
Development Charges Study	20,523	20,523	-	-	-	-	-
Wastewater Master Plan	1,496	1,496	-	-	-	-	-
Storm Water Master Plan	36,700	6,700	-	-	30,000	-	-
<b>Sub-total Administration</b>	<b>63,919</b>	<b>33,919</b>	-	-	<b>30,000</b>	-	-
<b>Total</b>	<b>5,631,708</b>	<b>1,078,333</b>	-	-	<b>792,246</b>	<b>3,761,129</b>	-

**Table 1-B**  
**Township of Centre Wellington**  
**2021 Amounts Transferred to Other Funds (Operating)**

Operating Fund Transactions	Annual Debt Repayment Amount	D.C. Reserve Fund Draw			Non-D.C. Recoverable Cost Share		
		Principal	Interest	Total	Principal	Interest	Source
<u>Roads</u>							
David Street Elora	24,526	10,054	2,209	12,263	10,054	2,209	Taxation Supported Operating Budget
Sub-total Roads	24,526	10,054	2,209	12,263	10,054	2,209	
<u>Public Works</u>							
Sub-total Public Works	-	-	-	-	-	-	
<u>Fire Protection Services</u>							
Sub-total Fire Protection Services	-	-	-	-	-	-	
<u>Wastewater Services</u>							
Elora Wastewater Treatment Plant	1,123,100	766,371	356,730	1,123,100	-	-	
Sub-total Wastewater Services	1,123,100	766,371	356,730	1,123,100	-	-	
<u>Water Services</u>							
David Street Elora	12,263	5,027	1,104	6,131	5,027	1,104	Water Supported Operating Budget
Allardice Well F7 Fergus	31,533	20,682	4,544	25,226	5,171	1,136	Water Supported Operating Budget
Cottontail Well E4 Elora	87,591	55,297	12,148	67,445	16,517	3,629	Water Supported Operating Budget
Wellington Place Project	46,423	16,367	3,595	19,962	21,695	4,766	Water Supported Operating Budget
Water Tower - Gartshore Fergus	198,007	165,994	32,013	198,007	-	-	
Water Tower - 1st Line Elora	93,486	43,977	2,766	46,743	43,977	2,766	Water Supported Operating Budget
Sub-total Water Services	469,303	307,344	56,171	363,515	92,388	13,401	
<u>Parks and Recreation Services</u>							
Victoria Park Expansion Loan	104,839	85,702	19,136	104,839	-	-	
Centre Wellington Community Sportsplex	581,605	233,466	51,288	284,754	243,384	53,467	Taxation Supported Operating Budget
Sub-total Parks and Recreation Services	686,444	319,168	70,425	389,593	243,384	53,467	
<u>Administration</u>							
Subwatershed Study	14,850	-	14,850	14,850	-	-	
Sub-total Administration	14,850	-	14,850	14,850	-	-	
<b>Total</b>	<b>2,318,223</b>	<b>1,402,937</b>	<b>500,384</b>	<b>1,903,321</b>	<b>345,826</b>	<b>69,077</b>	

**Table 2**  
**Township of Centre Wellington**  
**2021 Statement of Development Charge Credit Transactions**

Credit Holder	Applicable DC Fund Reserve	Credit Balance Outstanding at January 1, 2021	Additional Credits Granted During Year	Credits Used During Year	Credit Balance Outstanding at December 31, 2021
Elora Meadows	Roads	103,881	-	34,628	69,253
	Wastewater Services	57,822	-	19,275	38,547
	Water Services	125,672	-	41,890	83,782
	sub-total	287,375	-	95,793	191,582
Elora Ridge	Roads	55,630	-	18,544	37,086
	Wastewater Services	8,021	-	2,673	5,348
	Water Services	-	-	-	-
	sub-total	63,651	-	21,217	42,434
Granwood Gate Phase 3	Roads	676,224	-	443,900	232,324
	Wastewater Services	-	-	-	-
	Water Services	54,626	-	54,626	-
	sub-total	730,850	-	498,526	232,324
Total		1,081,876	-	615,536	466,340
Recap by Service Category	Roads	835,735	-	497,072	338,663
	Wastewater Services	65,843	-	21,948	43,895
	Water Services	180,298	-	96,516	83,782
Total		1,081,876	-	615,536	466,340

**Table 3**  
**Township of Centre Wellington**  
**Committed to Capital as of December 31, 2021**

Service Categories	Balance Outstanding at December 31, 2021
<u>Roads</u>	
Infrastructure Improvements - WR18 & Gerrie Rd	79,400
Infrastructure Improvements - Beatty Line & St Andrews St	199,600
Sub-total Roads	279,000
<u>Public Works</u>	
Single Axle Truck	279,947
Sub-total Public Works	279,947
<u>Fire Protection</u>	
Fire House Software Upgrade	11,400
Two Thermo Imaging Cameras	28,000
Sub-total Fire Protection	39,400
<u>Wastewater</u>	
Wastewater Collections Truck	40,000
Sub-total Wastewater	40,000
<u>Water</u>	
Fergus Well F7 Filtration	436,500
Sub-total Water	436,500
<u>Parks and Recreation</u>	
Forfar Park	216,700
Utility Tractor	64,800
Outdoor Basketball Multi-Use Court	80,000
Beatty Hollow Neighbourhood Park	100,000
Parks Truck	40,000
Storybrook Park and Landscaping Phase 1	57,000
Sub-total Parks and Recreation	558,500
<u>Administration</u>	
Indoor Turf Training Facility Feasibility Study	45,000
Stormwater Master Plan	113,300
Official Plan Review	45,250
South Fergus Secondary Plan	368,635
Sub-total Administration	572,185
<b>Total</b>	<b>2,205,532</b>



**Township of Centre Wellington  
Economic Development Task Force Minutes  
Thursday, March 3, 2022  
Elora Library, 144 Geddes Street, Elora  
8:30 AM  
Meeting held electronically**

**PRESENT:**

Bob Cameron  
Colin Harding  
Peter Mohr  
Kate Murdoch  
James Gibbons  
Janet Harrop  
Dennis Craddock  
Sally Litchfield, Chamber of Commerce  
Rick Whittaker, Waterloo Wellington Community Futures  
Kim Jefferson, Fergus BIA  
MacLean Hann, Elora BIA  
Kristel Manes, Guelph Wellington Business Centre  
Mayor Kelly Linton  
Councillor Neil Dunsmore

**REGRETS:**

Don Vallery, Chair  
Ted Ecclestone  
Tony Morris  
Councillor Steven VanLeeuwen

**STAFF:**

George Borovilos, Economic Development Manager  
Dan Wilson, CAO  
Lisa Miller, Supervisor of Customer Service & Deputy Clerk  
Devlin Schellenberger, Legislative Coordinator

**1. Call to Order**

- 1.1 S. Litchfield, Vice-Chair, welcomed everyone and called the meeting to order.

**2. Addendums and Corrections to the Agenda**

- 2.1 B. Cameron provided a tribute to Jim Dixon, who passed away this week.

**3. Disclosure of Pecuniary Interest Under the Municipal Conflict of Interest Act**

- 3.1 None declared.

**4. Approval and Adoption of the Minutes**

- 4.1 The Economic Development Task Force approved the minutes dated February 3, 2022, as presented, by consensus.

**5. Delegations**

- 5.1 iGaming Initiative - Elements Casino Grand River  
Delegation: Jessica Dunbar, General Manager

J. Dunbar, General Manager, Elements Casino Grand River, updated the Task Force on the reopening plan for Elements Casino Grand River including the introduction of iGaming, planning to launch on April 4.

J. Dunbar indicated Elements Casino Grand River expects an approximate 30% loss in revenue due to the expansion of iGaming in the province.

Mayor Linton indicated 88% of OLG funds from Elements Casino go towards capital projects, 4.5% to arts, heritage, and culture, and 7.5% to economic development. Dan Wilson, CAO, added that pre-pandemic the Township received between \$2,400,000 - \$2,700,000. He indicated based on the figures presented the iGaming initiative would lead to a \$700,000 - \$800,000 decrease in overall OLG funding.

Moved by Councillor Dunsmore, Seconded by Kristel Manes

*The Economic Development Task Force requested Mayor Linton register as a delegation at the Good Roads Conference to speak to the effects of iGaming on OLG Funds in host communities.*

CARRIED

**6. Consideration of Reports**

**7. Working Group Updates**

- 7.1 Business Park Strategy Working Group

G. Borovilos, Manager of Economic Development, indicated Council approved the preferred option of the Dixon Drive extension. He further indicated the 2019 Community Improvement Plan (CIP) priority sites are being reviewed.

- 7.2 Economic Recovery Working Group

S. Litchfield indicated the working group is scheduled to meet on March 16.



7.3 Agriculture Zoning Working Group

J. Harrop indicated the working group has been reviewing potential updates to Centre Wellington's Zoning By-law in order to ensure agri-business can thrive and have flexibility in agriculture areas.

**8. Information Items**

8.1 County of Wellington Economic Development Update

Mayor Linton indicated Schnieder National is closing its trucking business in Guelph. The County is reaching out to the affected employees to make connections with similar businesses and reduce the impact on the community.

He further indicated the attainable housing public awareness campaign kicks off this month. The goal of the campaign is to bring awareness to the issue of attainable housing in the County with real stories from individuals who have been impacted.

8.2 Waterloo Wellington CFDC Update  
Rick Whittaker, General Manager

Rick Whittaker, General Manager, provided an overview of the Waterloo Wellington Community Futures Development Corporation (CFDC) and responded to questions from the Task Force.

He highlighted some of the latest projects Waterloo Wellington CFDC has completed; including funding the Business Retention & Expansion project at the Region of Waterloo.

The Task Force discussed leveraging CIP funding from Waterloo Wellington CFDC, indicating many businesses in the Township want to take advantage of CIP funding but do not have the finances to do so immediately. A loan from Waterloo Wellington CFDC could assist businesses in the Township to have easier access to CIP funds.

8.3 Economic Development Update  
George Borovilos, Manager of Economic Development

G. Borovilos, Manager of Economic Development, indicated an updated list of Federal and Provincial supports with links to their website has been prepared. The links will be available on the Township website under the 'Business Support Resources' section of 'Invest in Centre Wellington'.

G. Borovilos further indicated SV Law is drafting a purchase and sale agreement for the business park. The agreement will include required compliance provisions to meet the Township's design guidelines.

8.4 Healthy Growth Advisory Committee Update

Mayor Linton indicated the committee is continuing to examine areas that are rental-ready or can be easily developed into attainable housing. He further indicated the advisory committee has recognized increased density/intensification is necessary to increase the supply of available rental units and other forms of attainable housing.

8.5 Next Meeting - April 6

**9. Adjourn - 10:00 am**

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Chair

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Deputy Clerk



**Township of Centre Wellington  
Heritage Centre Wellington Minutes  
Tuesday, February 15, 2022  
Council Chamber  
6:00 PM  
Meeting held electronically**

**PRESENT:**

Philip Brown  
Erin Eldridge  
Donald Evoy  
Nanette O'Sullivan  
Nico Vandersluis  
Christine de Nottbeck  
Councillor Kirk McElwain

**REGRETS:**

Sherry Bonnell

**STAFF:**

Mariana Iglesias, Senior Planner  
Kerri O'Kane, Manager of Legislative Services & Municipal Clerk  
Lisa Miller, Supervisor of Customer Service & Deputy Clerk

**1. Call to Order**

1.1 P. Brown, Chair, welcomed everyone and called the meeting to order.

**2. Addendums and Corrections to the Agenda**

2.1 None.

**3. Disclosure of Pecuniary Interest Under the Municipal Conflict of Interest Act**

3.1 None declared.

**4. Approval and Adoption of the Minutes**

4.1 Heritage Centre Wellington approved the minutes from January 11, 2021 as presented.

**5. Presentations/Announcements**

5.1 Heritage Awards Presentation

Mayor Linton thanked the members of Heritage Centre Wellington for their hard work and dedication and congratulated all the recipients of the Heritage Awards.

P. Brown, Chair thanked Deputy Mayor Neil Dunsmore for also attending the presentation of the Heritage Awards. He indicated this is the first year for the volunteer acknowledgment award and presented the award to Graeme Chalmers highlighting his many accomplishments.

P. Brown presented the remaining awards highlighting the contributions made to Heritage by the recipients and their dedication to restoring heritage properties.

Beverley Cairns, ***Education in Heritage Award***

Fergus Public Library (County of Wellington), 190 St. Andrew St. W. received by County Councillor Mary Lloyd, ***Making Heritage Accessible Award***

Melville United Church, 300 St. Andrew St. W. received by Allan Hons, Chair of Melville Church Council, and Barry Rawn, Chair of the Melville Church Property Committee, ***Heritage Property Conservation Award***

Potter Foundry (Elora Mill), 6523 Wellington Road 7 received by Jocelyn Maurice, Managing Partner, Elora Mill on behalf of Aaron Ciancone, President, Elora Mill, ***Heritage Property Conservation Award***

Potter Foundry Project Team (Elora Mill), 6523 Wellington Road 7 received by Brian Niezen, B.E.N. Stoneworks, ***Heritage Professionals Award***

## 6. Delegations

## 7. Consideration of Reports

### 7.1 Heritage Permit Application - 75 Melville Street, Elora Centre for the Arts

Edward Thomas and Marie Shelley, SRM Architects gave a presentation outlining the plans for the addition to the building located at 75 Melville Street to address accessibility of the entrance and washroom and allow for additional uses of the building. The goal is to touch as lightly as possible to the existing structure and any stone removed to create the entrance to the addition will be reused on site.

The consultant responded to questions for clarification regarding the design of the entrance to the new building, how the stone will be removed and relocated,

M. Iglesias, indicated the plans will need to be updated to include the removal of the vestibule.

The project team indicated they have no objections to the conditions in the recommendation.

Lianne Carter, Elora Centre for the Arts indicated much of the funding they have applied for makes attaining a heritage permit time-sensitive.

Moved by Don Evoy, Seconded by Councillor McElwain

*THAT Heritage Centre Wellington recommends to the Council of the Township of Centre Wellington that Heritage Permit HP2022-001, received January 27, 2022, including the demolition of the wood-framed vestibule at the rear of the building, for 75 Melville Street, Elora (Elora Centre for the Arts) be approved subject to the following conditions:*

*1. A record of alteration should be maintained. This document should thoroughly document via pictures and notes all alterations impacting the existing masonry and should do so in a way that future practitioners may reverse any changes. Keep this documentation in a format that is easily accessible and ensure the data remains with the property in any future real estate transactions.*

*2. Where masonry material must be removed the material should be labeled and retained.*

*3. Any attachment points between the extant structure and the new construction must be reversible. Any attachments should be made in the mortar and not in the limestone; doing so maintains the integrity of the limestone, prevents irreversible damage, and facilitates repair in an element that is sacrificial in nature and therefore intended to undergo repair during the life of the structure.*

*4. All construction occurring immediately adjacent to the extant stone structure should be conducted in a way that limits vibration and minimizes undue damage to the existing structure. Any accidental damage should be documented and included in the alteration record.*

CARRIED

7.2 Heritage Permit Application - 198 St. Andrew St. W., Fergus

Braedon Gorgi, Agent for the applicant indicated the plan is to add a second residential unit to the second floor of the building which requires changing a window panel to a doorway.

M Iglesias indicated this is a minor heritage permit that requires committee approval in order for the Chief Building Official to issue a permit; however, does not require Council approval.

Moved by Erin Eldridge, Seconded by Christine de Nottbeck

*THAT Heritage Centre Wellington supports the approval of a Heritage Permit HP2022-002, dated February 15, 2022, for 198 St. Andrew Street, West, Fergus for minor alterations, including the replacement of a section of the front façade at grade level which includes changing a window panel to a doorway to facilitate access associated with the installation of a residential unit on an upper storey.*

CARRIED

## **8. Information Items**

### **8.1 Healthy Growth Advisory Committee Update**

N. Vandersluis indicated the Healthy Growth Advisory Committee received an update from the County of Wellington on the attainable housing strategy. He further clarified from the previous meeting that he has learned the discussion of building height is currently focussed on properties zoned highway commercial.

## **9. Sub-Committee Updates**

### **9.1 Public Relations / Education Sub-Committee**

Christine de Nottbeck noted the heritage awards will be published in the newspaper as distributed today.

### **9.2 Designated Properties Sub-Committee**

Erin Eldridge indicated the sub-committee is currently working on research and background work.

### **9.3 Municipal Register Sub-Committee**

Phil Brown indicated the meetings have been delayed until in-person meetings are permitted.

### **9.4 Bridge Sub-Committee**

Don Evoy indicated they have nothing new at this time.

## **10. Adjourn**

### **10.1 Next Meeting - March 8**

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Chair

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Deputy Clerk





**Township of Centre Wellington  
Community Services Advisory Committee Minutes  
Wednesday, March 9, 2022  
Council Chamber  
6:00 PM  
Meeting held electronically**

**PRESENT:**

Bryan Hayter, Chair  
Kim Jefferson, Vice Chair  
Dean Harrison  
Curt McQueen  
Grayce Perry  
Councillor Neil Dunsmore

**REGRETS:**

Jennifer Adams

**STAFF:**

Pat Newson, Managing Director of Community Services  
Dorothy Smith, Manager of Community Development, Festivals,  
Culture & Tourism  
Matt Tucker, Manager of Parks & Facilities Operations  
Devlin Schellenberger, Legislative Coordinator  
Kerri O'Kane, Municipal Clerk  
Stephanie Rogers, Payroll and Accounting Clerk, Parks and  
Recreation

**1. Call to Order**

1.1 B. Hayter, Chair, welcomed everyone and called the meeting to order.

**2. Addendums and Corrections to the Agenda**

2.1 None.

**3. Disclosure of Pecuniary Interest Under the Municipal Conflict of Interest Act**

3.1 None declared.

**4. Approval and Adoption of the Minutes**

4.1 The Community Services Advisory Committee approved the minutes dated January 12, 2022, as presented by consensus.

**5. Consideration of Reports**

5.1 Concession Booths

Pat Newson, Managing Director of Community Services

P. Newson, Managing Director of Community Services, provided an overview of the report. She indicated the industry trend is to remove concession booths and increase the number of vending machines. She further indicated the concession booths have been tax-supported and struggled to generate revenue in previous years.

Moved by Councillor Dunsmore, Seconded by G. Perry

*THAT the Community Services Advisory Committee (CSAC) recommends closing the concession booth at the Elora Community Centre (ECC) and designing the kitchen to allow for a pass-through from the kitchen to the lobby as part of the ECC renovation project.*

*AND THAT CSAC will review options for the Centre Wellington Sportsplex Concession booth when staff return to CSAC with options for consideration.*

CARRIED

5.2 Approval for Granwood Park Name

Pat Newson, Managing Director of Community Services

P. Newson, indicated the developer of the subdivision requested the naming rights for the park as part of the Park Development Agreement. The park was developed and paid for by the developer. She further explained parks are normally named after the street they are located on. She further indicated the requested name reflects the Memorial Tree program planned in the park.

Moved by C. McQueen, Seconded by Councillor Dunsmore

*THAT the Community Services Advisory Committee (CSAC) recommends naming the new park in Granwood Gate Subdivision the Granwood Memorial Park.*

CARRIED

**6. Information Items**

6.1 Elora Sculpture Project

Dorothy Smith, Manager of Community Development, Festivals, Culture, and Tourism

D. Smith indicated she has been in contact with the sculptor of the skipping girl, and he has agreed to make a base for the sculpture. Any

additional costs will be brought to the committee in the final sculpture report.

She further reviewed proposed locations for the sculpture in O'Brien Park and the Elora Community Centre, as well as the Wellington County Library on Geddes Street but determined there was insufficient room to place a sculpture at this location.

6.2 Elora Community Centre Renovation Project

Pat Newson, Managing Director of Community Services

P. Newson indicated the project has been scaled back twice due to budget restrictions. She further indicated staff is working with the consultants on why the project has consistently come in over budget. She further indicated due to the delays, construction dates are going to be pushed back until spring 2023 with an estimated completion date of spring 2024. This will allow facility users to enjoy a full season of operations on three arenas before the Elora Community Centre is under construction.

P. Newson and M. Tucker responded to questions from the committee.

6.3 Healthy Growth Advisory Committee Update

No update.

6.4 Indoor Turf Facility Sub-Committee Update

C. McQueen indicated the subcommittee is organizing the feasibility study. He hopes to generate more interest as families get back to summer sports.

6.5 Council Update

Councillor Dunsmore indicated weight restrictions were introduced on several bridges to extend the life of bridges. He further indicated Council approved the design plan for the new business park in north Fergus.

Councillor Dunsmore welcomed the new Managing Director of Corporate Services, Adam McNabb to the Township.

**7. Staff Updates**

7.1 Parks and Facilities Update

M. Tucker indicated all programs are back up and running in Township facilities. He further indicated tennis court resurfacing will be delayed from spring to fall due to the contractor's commitments to other projects.

M. Tucker indicated the process of hiring summer students has begun. He added several students are returning from previous summers.

7.2 Cultural and Special Events Update

D. Smith indicated the Community Impact Grants were approved in January.

She further indicated the Neighbourhood Wellness group will be coming to the May meeting. She was happy to report live events are starting to be booked again.

7.3 Departmental and Capital Projects Update

Councillor Dunsmore indicated the state of emergency was lifted as of March 1, however advisory committee meetings will continue over Zoom until further notice.

Councillor Dunsmore thanked Community Services staff on a job well done pivoting through the pandemic.

7.4 Next Meeting - April 6

**8. Adjourn**

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Chair

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Deputy Clerk



**Township of Centre Wellington  
Healthy Growth Advisory Committee Minutes  
Wednesday, February 2, 2022  
Council Chambers, 1 MacDonald Square, Elora  
9:00 AM  
Meeting held electronically**

**PRESENT:**

Kathy Baranski  
Toni Ellis  
Don Fisher, Chair  
Steven Wright  
Nico Vandersluis, Heritage Centre Wellington Representative  
Don Vallery, Economic Development Task Force Representative  
Bryan Hayter, CSAC Representative  
Mayor Kelly Linton  
Councillor Steven VanLeeuwen  
Councillor Ian MacRae

**REGRETS:**

Michael Trussell

**STAFF:**

Dan Wilson, CAO  
Brett Salmon, Managing Director of Planning and Development  
Kerri O'Kane, Manager of Legislative Services & Municipal Clerk  
Devlin Schellenberger, Legislative Coordinator  
Mariana Iglesias, Senior Planner

- 1. Call to Order**
  - 1.1 D. Fischer, Chair, welcomed everyone and called the meeting to order.
- 2. Addendums and Corrections to the Agenda**
  - 2.1 None.
- 3. Disclosure of Pecuniary Interest Under the Municipal Conflict of Interest Act**
  - 3.1 None declared.
- 4. Approval and Adoption of the Minutes**
  - 4.1 The Healthy Growth Advisory Committee approved the minutes dated November 3, 2021, as presented, by consensus.
- 5. Presentations/Announcements**

5.1 County of Wellington Attainable Housing Strategy  
Presentation from Jana Burns, Wellington Place Administrator

J. Burns, Wellington Place Administrator, provided an overview of the County of Wellington Attainable Housing Strategy. She discussed the myths surrounding attainable housing and what the County is doing to combat misinformation, raise awareness and provide education associated with attainable housing. She further explained the Yes In My Backyard (YIMBY) initiative as an attainable housing solution in Centre Wellington specifically.

J. Burns responded to questions from the Committee.

**6. Information Items**

6.1 Financial Incentive Subcommittee Update

B. Salmon, Managing Director of Planning and Development, indicated the kickoff meeting for Township/County CIP has been completed. He further indicated the consultant has begun preparing a best practices review for the most effective policies for improving attainable housing in the County/Township.

6.2 Policy and Zoning Subcommittee Update

M. Iglesias, Senior Planner, indicated the committee is working on a proposed by-law amendment to provide for review at a future committee meeting. She further indicated the committee is investigating additional matters regarding parking and urban design.

6.3 Next Meeting - March 2

**7. Adjourn**

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Chair

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Deputy Clerk

Committee of the Whole / Council Tracking List				
Items Referred or Deferred by Council, Direction given to staff, Action Generated from Meeting				
Meeting Date	Subject for Action	Assigned Department	Requested / Anticipated	Comments
14-Dec-20	Develop and Implement a workplace mental health strategy	Human Resources		
16-Feb-21	Sewer Use By-law	Infrastructure Services		Draft By-law Under Review
22-Mar-21	Public Tree By-law	Community Services		Public Engagement underway
30-Aug-21	Inclusion & Diversity Education & Strategy	CAO		
7-Sep-21	Traffic Calming/Speed Mitigation (Delegation from Millburn Street)	Infrastructure Services		Consultation with County re feasibility of traffic calming measures/photo radar
18-Oct-21	Public Engagement Policy and Customer Service Policy to include Frivolous, Vexatious & Unreasonable complaint policy	Human Resources		
18-Oct-21	Workplace Violence & Harassment Policy to include Respectful Interactions Policy	Human Resources		
20-Dec-21	Terms of Reference for Sustainable Transportation Advisory Committee	Infrastructure Services	2022	
28-Feb-22	Signage Honouring Partick Anderson	Infrastructure Services	2022	Andy Speers - Request from students/Elora Public School