

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
AGENDA OF REGULAR COUNCIL MEETING – JUNE 1, 2020 @ 7:00 P.M.
VIA WEB CONFERENCING**

HOW TO JOIN

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

Please click this URL to join. <https://us02web.zoom.us/j/82183670701>

Or join by phone:

1-855-703-8985 (Toll Free)

Webinar ID: 821 8367 0701

International numbers available: <https://us02web.zoom.us/j/82183670701>

**PAGE
NUMBER**

CALLING TO ORDER

ADOPTION OF THE AGENDA

Recommendation:

THAT the Agenda for the June 1, 2020 Regular Meeting of Council be accepted and passed.

DISCLOSURE OF PECUNIARY INTEREST

COUNTY COUNCIL UPDATE

Campbell Cork, County of Wellington Councillor, Ward 3

ADOPTION OF MINUTES OF COUNCIL AND PUBLIC MEETING

- | | |
|---|-----|
| 1. Regular Meeting of Council, May 19, 2020 | 001 |
|---|-----|

Recommendation:

THAT the minutes of the Regular Meeting of Council held on May 19, 2020 be adopted as circulated.

BUSINESS ARISING FROM PREVIOUS MEETINGS OF COUNCIL

- | | |
|---|-----|
| 1. Councillor Hern, Notice of Motion – May 19, 2020 Regular Council Meeting <ul style="list-style-type: none">• Keith Harris, Chair, Arthur Business Improvement Association – letter of support for Councillor Hern’s Notice of Motion | 009 |
|---|-----|

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North direct staff to work with the engineer appointed for the Arthur Connecting Link project to consult with the Arthur chamber of Commerce and the Arthur Business Improvement Area Committee to discuss streetscape and landscape enhancements that can be undertaken at the time of the construction work on George Street and report back to the Chamber, BIA and then to Council.

COUNCIL OPEN FORUM

Wellington North municipal role in Pandemic Recovery Part 1

ITEMS FOR CONSIDERATION

1. MINUTES

- | | |
|--|-----|
| a. Maitland Valley Conservation Authority | |
| • General Membership Meeting #1-20, January 22, 2020 | 010 |
| • Maitland Source Protection Authority Meeting #1/20, January 22, 2020 | 015 |
| • General Membership Meeting #2-20, Annual Meeting, February 19, 2020 | 017 |

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Maitland Valley Conservation Authority, General Membership Meeting #1-20 held on January 22, 2020; Maitland Source Protection Authority Meeting #1/20 held on January 22, 2020; and General Membership Meeting #2-20 Annual Meeting held on February 19, 2020.

- | | |
|---|-----|
| b. Grand River Conservation Authority, Summary of the General Membership Meeting – May 22, 2020 | 023 |
|---|-----|

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the Grand River Conservation Authority, Summary of the General Membership Meeting held on May 22, 2020.

- | | |
|--|-----|
| c. Arthur Business Improvement Association meeting, May 20, 2020 | 024 |
|--|-----|

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Arthur Business Improvement Association meeting held on May 20, 2020.

2. PLANNING

- | | |
|---|-----|
| a. County of Wellington Planning Committee Report, May 14, 2020, regarding 2020 Provincial Policy Statement | 027 |
|---|-----|

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the County of Wellington Planning Committee Report, May 14, 2020, regarding 2020 Provincial Policy Statement.

- | | |
|---|-----|
| b. Report DC 2020-014 Michael & Gayle Hartshorn Site Plan Agreement, 221 Industrial Drive, Mount Forest | 035 |
|---|-----|

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report DC 2020-014 regarding Final Approval of the Michael & Gayle Hartshorn Site Plan Agreement.

3. FINANCE

- | | |
|---|-----|
| a. Cheque Distribution Report, May 28, 2020 | 044 |
|---|-----|

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the Cheque Distribution Report dated May 28, 2020.

4. OPERATIONS

- a. Report OPS 2020-021 being a report on structure 2057 on First Line 046

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report OPS 2020-021 being a report on structure 2057 on First Line;

AND FURTHER THAT Council award the contract for structure 2057 replacement project to Reeves Construction Limited, at a contract cost of \$108,057.00 plus applicable taxes;

AND FURTHER THAT Council waive the requirement for a competitive process detailed within the Purchasing and Procurement Policy (Policy #003-18) for this project.

- b. Report OPS 2020-022 being a report on the Township's wood brush and garden material program 048

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report OPS 2020-022 being a report on the Township's wood brush and garden material program;

AND FURTHER THAT Council direct staff to discontinue the Township's wood brush and garden material program effective June 30, 2020, in favour of Wellington County's new "yard waste collection" program;

AND FURTHER THAT Council acknowledge the work of Township staff, specifically the transportation services and customer service teams, for their efforts, over the years delivering this program.

5. COUNCIL

- a. Correspondence dated May 19, 2020 from Karren Wallace, Director of Legislative Services/Clerk to Ministry of Transportation regarding Regulation Number(s): O. Reg. 316/03 Highway Traffic Act 050

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive correspondence dated May 19, 2020 from Karren Wallace, Director of Legislative Services/Clerk to Ministry of Transportation regarding Regulation Number(s): O. Reg. 316/03 Highway Traffic Act.

- b. Centre Wellington Community Foundation, Media Release, May 19th, 2020, Centre Wellington Community Foundation takes part in the new Emergency Community Support Fund 051

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Centre Wellington Community Foundation, Media Release, May 19th, 2020, Centre Wellington Community Foundation takes part in the new Emergency Community Support Fund.

IDENTIFICATION OF ITEMS REQUIRING SEPARATE DISCUSSION

ADOPTION OF ALL ITEMS NOT REQUIRING SEPARATE DISCUSSION

Recommendation:

THAT all items listed under Items For Consideration on the June 1, 2020 Council agenda, with the exception of those items identified for separate discussion, be approved and the recommendations therein be adopted:

CONSIDERATION OF ITEMS FOR SEPARATE DISCUSSION AND ADOPTION

NOTICE OF MOTION

COMMUNITY GROUP MEETING PROGRAM REPORT

Councillor Yake (Ward 1):

- North Wellington Health Care Corporation – Louise Marshall Hospital
- Lynes Blacksmith Shop Committee
- Wellington North Safe Communities Committee
- Upper Grand Trailway Wellington Sub Committee
- Wellington North Power
- Recreation, Parks and Leisure Committee
- Mount Forest Homecoming Committee (inactive)

Councillor Burke (Ward 2):

- Mount Forest Aquatic Ad Hoc Advisory Committee
- Wellington North Wellness & Team Building Committee
- Mount Forest Business Improvement Area

Councillor Hern (Ward 3):

- Wellington North Cultural Roundtable
- Mount Forest & District Chamber of Commerce
- Arthur & District Chamber of Commerce
- Arthur Business Improvement Area
- Arthur BMX/Skateboard Park Advisory Committee
- EarlyON Child and Family Services Committee

Councillor McCabe (Ward 4):

- Recreation, Parks and Leisure Committee
- Saugeen Valley Conservation Authority
- Wellington North Health Professional Recruitment Committee
- Upper Grand Trailway Wellington Sub Committee

Mayor Lennox:

- Wellington North Power
- Ex Officio on all committees

BY-LAWS

- a. By-law Number 049-20 being a by-law to authorize the sale of real property being Part of Part Lot 57 PL 402 Arthur Village; Part Lot 56 PL 402 Arthur Village; Wellington North Part of PIN: 71095-0099 (LT) 053

Recommendation:

THAT By-law Number 049-20 being a by-law to authorize the sale of real property being Part of Part Lot 57 PL 402 Arthur Village; Part Lot 56 PL 402 Arthur Village; Wellington North Part of PIN: 71095-0099 (LT) be read a First, Second and Third time and enacted.

CULTURAL MOMENT

Celebrating the Arthur Lions Club and BMX Skateboard Park 067

CONFIRMING BY-LAW

068

Recommendation:

THAT By-law Number 050-20 being a By-law to Confirm the Proceedings of the Council of the Corporation of the Township of Wellington North at its Regular Meeting held on June 1, 2020 be read a First, Second and Third time and enacted.

ADJOURNMENT

Recommendation:

THAT the Regular Council meeting of June 1, 2020 be adjourned at ____ p.m.

MEETINGS, NOTICES, ANNOUNCEMENTS

Public Meeting: Committee of Adjustment	Monday, June 8, 2020	7:00 p.m.
Mount Forest Chamber of Commerce	Tuesday, June 9, 2020	7:00 p.m.
Recreation, Parks & Leisure Committee	Wednesday, June 10, 2020	8:30 a.m.
Arthur Chamber of Commerce	Tuesday, June 16, 2020	5:30 p.m.
Arthur BIA	Wednesday, June 17, 2020	10:30 a.m.
Wellington North Cultural Roundtable	Thursday, June 18, 2020	12:00 p.m.
Regular Council Meeting – via video conference.	Monday, June 22, 2020	7:00 p.m.

The following accessibility services can be made available to residents upon request with two weeks' notice:

Sign Language Services – Canadian Hearing Society – 1-877-347-3427
- Kitchener location – 1-855-656-3748

TTY: 1-877-843-0368 Documents in alternate forms CNIB – 1-800-563-2642

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
MEETING MINUTES OF COUNCIL - MAY 19, 2020 @ 7:00 P.M.
CLOSED SESSION TO FOLLOW OPEN SESSION (via telephone conference call)
REGULAR MEETING OF COUNCIL
VIA VIDEO CONFERENCING Click here to view: https://youtu.be/gy-NuDPa_TU

Members Present:

Mayor:	Andrew Lennox
Councillors:	Sherry Burke
	Lisa Hern
	Steve McCabe
	Dan Yake

Staff Present:

Chief Administrative Officer:	Michael Givens
Director of Legislative Services/Clerk:	Karren Wallace
Deputy Clerk:	Catherine Conrad
Director of Finance:	Adam McNabb
Economic Development Officer:	Dale Small
Chief Building Official:	Darren Jones
Director of Operations:	Matthew Aston
Community Recreation Coordinator:	Mandy Jones
Recreation Services Manager:	Tom Bowden
Fire Chief:	David Guilbault
Fire Prevention Officer:	Marco Guidotti
Human Resources Manager:	Chanda Riggi
Minto Fire Chief:	Chris Harrow

CALLING TO ORDER – Mayor Lennox**ADOPTION OF THE AGENDA**

RESOLUTION: 2020-151

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT the Agenda for the May 19, 2020 Regular Meeting of Council be accepted and passed.

CARRIED

DISCLOSURE OF PECUNIARY INTEREST**ADOPTION OF MINUTES OF COUNCIL AND PUBLIC MEETING**

- Regular Meeting of Council, May 4, 2020

RESOLUTION: 2020-152

Moved: Councillor Hern

Seconded: Councillor Yake

THAT the minutes of the Regular Meeting of Council held on May 4, 2020 be adopted as circulated.

CARRIED

BUSINESS ARISING FROM PREVIOUS MEETINGS OF COUNCIL**IDENTIFICATION OF ITEMS REQUIRING SEPARATE DISCUSSION**

2a, 2b, 5a, 6a, 6c, 6d, 6e

ADOPTION OF ALL ITEMS NOT REQUIRING SEPARATE DISCUSSION

RESOLUTION: 2020-153

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT all items listed under Items for Consideration on the May 19, 2020 Council agenda, with the exception of those items identified for separate discussion, be approved and the recommendations therein be adopted.

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Mount Forest District Chamber of Commerce Meeting held on April 14, 2020.

THAT the Council of the Corporation of the Township of Wellington North receive the Mount Forest District Chamber of Commerce Financial Statements as at April 30, 2020.

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Saugeen Valley Conservation Authority Special Meeting held on April 2, 2020.

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Saugeen Valley Conservation Authority Meeting held on April 2, 2020.

THAT Council of the Corporation of the Township of Wellington North receive the minutes of the Wellington North Cultural Roundtable Meeting held on May 12, 2020.

THAT Council of the Corporation of the Township of Wellington North receive Report CBO 2020-06 Building Permit Review for the period ending April 30, 2020.

THAT the Council of the Corporation of Township of Wellington North receive the Cheque Distribution Report dated May 13, 2020.

THAT the Council of the Corporation of the Township of Wellington North receive for information Report CLK 2020-012 being a report on an amended Council meeting schedule for 2020.

AND FURTHER THAT Council adopts the amended Council meeting schedule for 2020 Meeting Schedule.

THAT the Council of the Corporation of the Township of Wellington North receive for information the Wellington North Power Inc., Quarterly Newsletter – Quarter 1: January 1st to March 31st, 2020.

THAT the Council of the Corporation of Township of Wellington North receive for information the Saugeen Conservation Press Release, May 11, 2020 regarding Saugeen Conservation Hires New General Manager.

THAT the Council of the Corporation of Township of Wellington North receive Wellington North Power Inc., correspondence dated May 11, 2020, regarding Wellington North Power Inc. – 2020 Annual Dividend.

THAT the Council of the Corporation of Township of Wellington North receive the Saugeen Conservation memo from Dick Hibma, Interim GM/S-T regarding the IJC Great Lakes Webinar, May 8, 2020.

CARRIED

CONSIDERATION OF ITEMS IDENTIFIED FOR SEPARATE DISCUSSION AND ADOPTION

RESOLUTION: 2020-154

Moved: Councillor Yake

Seconded: Councillor Hern

THAT Council of the Corporation of the Township of Wellington North receive the County of Wellington Committee Report, dated April 16, 2020, County Official Plan Review – Communications and Engagement Guide.

CARRIED

RESOLUTION: 2020-155

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT Council of the Corporation of the Township of Wellington North receive Report DC 2020-013, regarding the final approval of the Maple Lane Farm Service Inc. – Site Plan Agreement, 9545 Concession 6 North, Mount Forest.

CARRIED

RESOLUTION: 2020-156

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North receive for information Report RPL 2020-007 being a report on summer recreation programs and recreation facilities;

AND FURTHER THAT Council direct staff to take the necessary actions to cancel the Township's 2020 summer recreation programs, including outdoor pools and summer day camps, in response to the COVID-19 pandemic;

AND FURTHER THAT Council direct staff to take the necessary actions to open the Splash Pad's in Arthur and Mount Forest based on guidance from the Province of Ontario and Ministry of Public Health;

AND FURTHER THAT Council direct staff to take the necessary actions to open playgrounds, greenspaces and sports fields in Arthur and Mount Forest based on guidance from the Province of Ontario and Ministry of Public Health.

CARRIED

RESOLUTION: 2020-157

Moved: Councillor Yale

Seconded: Councillor Hern

THAT the Council of the Corporation of the Township of Wellington North receive for information Report CLK 2020-011 being a report on Wellington North COVID 19 Policy;

AND FURTHER THAT Council endorses the Wellington North COVID 19 Policy.

CARRIED

RESOLUTION: 2020-158

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North receive for information Report CAO 2020-003 being a report on COVID – 19 Assessment Centre-Mount Forest & District Sports Complex;

AND FURTHER THAT Council directs Township staff to accommodate the staff of North Wellington Health Care and the Mount Forest Family Health Team and the operation of a COVID 19 Assessment Centre as long as deemed necessary to serve the testing needs of the northern catchment area of Wellington Dufferin Guelph Public Health waiving rental fees throughout the term;

AND FURTHER THAT Township staff determine direct costs attributable to the Assessment Centre and request restitution of those costs from the Province.

CARRIED

RESOLUTION: 2020-159

Moved: Councillor Hern

Seconded: Councillor Yake

THAT the Council of the Corporation of the Township of Wellington North receive for information Report CAO 2020-004 being a report on North Frontenac Telephone Corporation Limited Telecommunications Access Agreement;

AND FURTHER THAT Council authorizes the Mayor and Clerk to enter into a Telecommunications Access Agreement with North Frontenac Telephone Corporation Limited for the purposes of installing fibre-cabling within Township Rights of Way.

CARRIED

RESOLUTION: 2020-160

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North receive for information Report CAO 2020-005 being a report on We the North Fire Service Agreement;

AND FURTHER THAT Council authorizes the Mayor and Clerk to enter into an agreement with the Town of Minto for the purposes of provision of services to support Wellington North Fire Service.

CARRIED

NOTICE OF MOTION

Councillor Hern gave notice that she will be introducing a motion for consideration at the June 1, 2020 meeting of Council to have staff work with the engineer appointed for the Arthur Connecting Link project to consult with the Arthur Chamber and Arthur Business Improvement Area Committee to discuss streetscape and landscape enhancements that can be undertaken at the time of the construction work on George Street and report back to the Chamber, BIA and then to Council.

COMMUNITY GROUP MEETING PROGRAM REPORT

Councillor Yake (Ward 1):

- The Connecting Link funding for Arthur is terrific news. Thank you to those involved in making it happen.

Councillor Hern (Ward 3):

- The Cultural Roundtable discussed the pandemic and quarantines. A Cultural Moment honouring Ian Turner will be prepared.
- The Arthur Chamber of Commerce will be providing information for the Notice of Motion. They have launched their new website. Chairs are being made for downtown Arthur. The Painting the Town Rainbow program has been well received with most businesses requesting painting of their storefronts. The banners purchased through the Downtown Revitalization Committee have been put up.

- The Mount Forest and District Chamber of Commerce will be opening the Shop Wellington North portal any day. Office renovations are coming along. The Chamber is working to enhance social media.
- Downtown Mount Forest group will be operating under the Mount Forest BIA.
- The next Arthur BIA meeting will be held Wednesday, May 20, 2020.

Councillor McCabe (Ward 4):

- At the Saugeen Valley Conservation Authority the latest steps for conservation authority property in the watershed were discussed. Jennifer Stephens will be starting as the new General Manager/Secretary-Treasurer on June 1st.

Mayor Lennox

- The Mount Forest & District Chamber of Commerce is promoting the collaboration of Economic Development partnership with Launch It Minto, Saugeen Economic Development and the County and working to get things in place for recovery. Working together is the key to future success.

BY-LAWS

- By-law Number 042-20 being a by-law to amend By-law 113-19 being a by-law to establish the 2021 Recreation Fees and Charges
- By-law Number 043-20 being a by-law to set the rates for 2020 taxation and to provide for the collection thereof
- By-law Number 044-20 being a by-law to appoint a Fire Chief for Wellington North Fire Service and to repeal By-law 079-14
- By-law Number 045-20 being a by-law to repeal part of By-law 105-19 being a by-law to appoint a Community Emergency Management Coordinator and Alternate(s) Community Emergency Management Coordinator for The Corporation of the Township of Wellington North
- By-law Number 046-20 being a by-law to authorize the execution of a Telecommunications Access Agreement for the purposes of installing fibre-cabling within Township rights of way between North Frontenac Telephone Corporation Limited and The Corporation of the Township of Wellington North
- By-law Number 047-20 being a by-law to authorize the execution of an Agreement for Fire Chief Services between The Corporation of The Town of Minto and The Corporation of the Township of Wellington North

RESOLUTION: 2020-161

Moved: Councillor Yake

Seconded: Councillor Hern

THAT By-law Number 042-20, 043-20, 044-20, 045-20 and 046-20 be read a First, Second and Third time and enacted.

CARRIED

RESOLUTION: 2020-162

Moved: Councillor Yake

Seconded: Councillor Hern

By-law Number 047-20 being a by-law to authorize the execution of an Agreement for Fire Chief Services between The Corporation of The Town of Minto and The Corporation of the Township of Wellington North

Recorded vote requested by Councillor Yake		
Member of Council	Yea	Nay
Mayor Andrew Lennox	X	
Councillor Sherry Burke		X
Councillor Lisa Hern	X	
Councillor Steve McCabe	X	
Councillor Dan Yake		X
Totals	3	2

CARRIED

CLOSED MEETING SESSION

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

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

RESOLUTION: 2020-163

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North go into a meeting at 8:05 pm that is closed to the public under subsection 239 (2) of the Municipal Act, 2001, specifically:

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

1. *REPORTS*

- *EDO 2020-010 being a report on the proposed sale of municipally owned land in Arthur to Wightman Telecom*

2. *REVIEW OF CLOSED SESSION MINUTES*

- *May 5, 2020*

3. *RISE AND REPORT FROM CLOSED MEETING SESSION*

CARRIED

RESOLUTION: 2020-164

Moved: Councillor Hern

Seconded: Councillor Yake

THAT the Council of the Corporation of the Township of Wellington North recess the Council meeting and reconvene at 8:15 p.m. using a teleconference process.

CARRIED

RESOLUTION: 2020-165

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North rise from a closed meeting session at 8:20 p.m.

CARRIED

NOTE: The meeting continued as a teleconference.

RESOLUTION: 2020-166

Moved: Councillor Yake

Seconded: Councillor Burke

THAT Council of the Township of Wellington North receive Report EDO 2020-010 being a report on the proposed sale of municipally owned land in Arthur to Wightman Telecom; AND FURTHER THAT the confidential recommendation in report EDO 2020-010 be approved.

Recorded vote pursuant to policy 003-20		
Member of Council	Yea	Nay
Mayor Andrew Lennox	X	
Councillor Sherry Burke	X	
Councillor Lisa Hern	X	
Councillor Steve McCabe	X	
Councillor Dan Yake	X	
Totals		

CARRIED

RESOLUTION: 2020-167

Moved: Councillor Yake

Seconded: Councillor Hern

THAT the Council of the Corporation of the Township of Wellington North approve the Closed Meeting Minutes of the May 5, 2020 Council Meeting.

Recorded vote pursuant to policy 003-20		
Member of Council	Yea	Nay
Mayor Andrew Lennox	X	
Councillor Sherry Burke	X	
Councillor Lisa Hern	X	
Councillor Steve McCabe	X	
Councillor Dan Yake	X	
Totals	5	

CARRIED

CONFIRMING BY-LAW NUMBER 048-20

RESOLUTION: 2020-168

Moved: Councillor Burke

Seconded: Councillor McCable

THAT By-law Number 048-20 being a By-law to Confirm the Proceedings of the Council of The Corporation of the Township of Wellington North at its Regular Meeting held on May 19, 2020 be read a First, Second and Third time and enacted.

Recorded vote pursuant to policy 003-20		
Member of Council	Yea	Nay
Mayor Andrew Lennox	X	
Councillor Sherry Burke	X	
Councillor Lisa Hern	X	
Councillor Steve McCabe	X	
Councillor Dan Yake	X	
Totals	5	

CARRIED

ADJOURNMENT

RESOLUTION: 2020-168

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT the Regular Council meeting of May 19, 2020 be adjourned at 8:26 p.m.

Recorded vote pursuant to policy 003-20		
Member of Council	Yea	Nay
Mayor Andrew Lennox	X	
Councillor Sherry Burke	X	
Councillor Lisa Hern	X	
Councillor Steve McCabe	X	
Councillor Dan Yake	X	
Totals	5	

CARRIED

CLERK

MAYOR



Arthur Business Improvement Association
Keith Harris, Chair
kikimaplesweet@gmail.com

The Township of Wellington-North

7490 Sideroad 7 W, PO Box 125
Kenilworth, Ontario NOG 2E0

Dear Council,

Firstly let me congratulate all of those involved on receiving the Connecting Link Funding from the Province of Ontario. This is outstanding news. I know how much work it was to get this approval. The benefits to Arthur are enormous and far reaching.

The newly formed Arthur BIA supports Councillor Lisa Hern's notice of motion asking that the Arthur BIA work with the Chamber, Township and Township Engineer to identify potential streetscaping improvements as part of the Connecting Links project.

A number of opportunities have been previously identified by the Arthur Downtown Revitalization Committee in 2019. Although that committee is no longer active these opportunities still are valid and are worth discussion.

Warmest Regards,

Keith Harris
Chair, Arthur Business Improvement Association

**Maitland Valley
Conservation Authority**

Working for a Healthy Environment!

Minutes

General Membership Meeting #1-20

January 22, 2020

Member's Present:

David Turton, Deb Shewfelt, Alison Lobb, Ed McGugan, Kevin Freiburger, Anita van Hittersum, Megan Gibson, Cheryl Matheson, Alvin McLellan

Absent With Regrets:

Roger Watt, Matt Duncan

Staff Present:

Phil Beard, General Manager/Secretary-Treasurer
Danielle Livingston, Administrative/Financial Services Coordinator
Jayne Thompson, Communications Coordinator
Jeff Winzenried, Water Resources Technician

1. Call to Order

Chair Dave Turton called the meeting to order at 7:00 pm and announced the meeting objectives.

2. Declaration of Pecuniary Interest

There were no pecuniary interests at this time.

3. Minutes

The minutes from the Maitland Valley Conservation Authority (MVCA) General Membership Meeting #11-19 held on January 8, 2020 have been circulated for information and approval. The Members agreed with the minutes and the following motion was made.

Motion FA #1-20

Moved by: Alison Lobb

Seconded by: Megan Gibson

That the minutes from the General Membership meeting #11-19 of January 8, 2020 be approved.

(carried)



4. Business Out of the Minutes

a) Final Agenda for the Annual Meeting, Report #1-20

Report #1-20 was presented with an update that the Town of Goderich has offered to host the annual meeting. These motions followed.

Motion FA #2-20

Moved by: Ed McGugan

Seconded by: Alvin McLellan

That the MVCA accept the invitation from the Town of Goderich to host the annual meeting.

(carried)

Motion FA #3-20

Moved by: Anita van Hittersum

Seconded by: Alison Lobb

That the final agenda for the annual meeting to be held on Wednesday, February 19, 2020 be approved.

(carried)

b) Draft Information Package: 2020 Work Plan and Budget, Report #2-2020

Report #2-20 was presented and this motion followed.

Motion FA #4-20

Moved by: Megan Gibson

Seconded by: Anita van Hittersum

That the draft information package on the 2020 work plan and budget be circulated to member municipalities.

(carried)

5. Presentation, 2019 Year End Progress Report

The GM recommended that the contributions in 2019 from the Maitland Conservation Foundation be added to this presentation and the Members agreed.

6. Business Requiring Direction and Decision

a) Year End Revenue-Expenditure Report, Report #3-2020

Report #3-20 was presented and this motion followed.

Motion FA #5-20**Moved by: Deb Shewfelt****Seconded by: Kevin Freiburger**

That all year end surpluses and deficits be directed to the appropriate accumulated surplus; **And That** all deferred revenue be directed to the appropriate projects identified in the draft 2020 budget.

(carried)

b) Draft Flood Plain Mapping: Wingham and Turnberry, **Report #4-2020**

Report #4-20 was presented and this motion followed.

Motion FA #6-20**Moved by: Alison Lobb****Seconded by: Megan Gibson**

That the public be notified of the proposed Wingham area flood plain mapping, which includes parts of the Township of North Huron and the Municipality of Morris-Turnberry, as per MVCA's administrative policies.

(carried)

c) Second Call for Declarations for Chair, Vice and Second Vice for 2020, **Report #5, 2020**

The Chair reiterated that at the last meeting, he and Matt Duncan have declared their interest to run for Chair and Vice-Chair in 2020. Roger Watt has sent an email to MVCA indicating that he is declaring interest to run for 2nd Vice-Chair. No other declarations were made at this time.

7. Reports

a) Chairs Report

Chair Turton informed the Members that the Ministry of Environment, Conservation and Parks has selected Barrie, London and Peterborough as the locations where they will hold consultation sessions on conservation authorities.

Motion FA #7-20**Moved by: Alison Lobb****Seconded by: Alvin McLellan**

That the MVCA contact Lisa Thompson to determine if she would consider hosting a consultation session for municipalities in the Huron-Bruce Riding.

(carried)

Chair Turton took this opportunity to inform the member's that he will not be able to attend the March 18th meeting when the budget and levy will be voted on. He feels it is important that the three municipalities that he represents have the opportunity to vote on this matter and therefore will review MVCA's Administrative Bylaw to determine if there is a way to participate in the meeting.

b) Member's Reports

Members who attended the Rural Ontario Municipal Association (ROMA) commented that conservations authorities were well represented at the 2020 Annual Conference by Conservation Ontario.

8. Consent Agenda

- a) Agreements Signed, **Report #6-2020**
- b) Revenue/Expenditure Report December, **Report #7-2020**
- c) Correspondence for Members Information

The following motion was made.

Motion FA #8-20

Moved by: Deb Shewfelt

Seconded by: Ed McGugan

That reports #6-20 through #7-20 along with their respective recommended motions and correspondence as outlined in the Consent Agenda be accepted as presented.

(carried)

At this time, Member Shewfelt expressed that it would be a beneficial opportunity to live-stream the AGM and followed with this this motion.

Motion FA #9-20

Moved by: Deb Shewfelt

Seconded by: Alison Lobb

That staff investigate the possibility of live-streaming the AGM with the Town of Goderich.

(carried)

9. Review of Meeting Objectives, Follow-up Actions, Next meeting

Chair Turton reviewed the meeting objectives and announced that they have been met.

The next meeting of the membership will take place on February 19, 2020 at 2:00pm in Goderich at the Town Hall.

10. Maitland Source Protection Authority Meeting

Motion FA #10-20

Moved by: Deb Shewfelt

Seconded by: Alvin McLellan

That the Maitland Valley Conservation Authority Member's move into a Maitland Source Protection Authority meeting.

(carried)

11. Adjournment

The meeting adjourned at 8:15 pm with this motion.

Motion FA #11-20

Moved by: Ed McGugan

Seconded by: Alvin McLellan

That the general membership meeting be adjourned.

(carried)



Dave Turton
Chair



Danielle Livingston
Administrative/Financial
Services Coordinator

Maitland Valley Conservation Authority

MSPA

Maitland Source Protection Authority

January 22, 2020

Maitland Source Protection Authority Meeting #1/20 Minutes

Director's Present: Dave Turton, Deb Shewfelt, Alison Lobb, Ed McGugan, Kevin Freiburger, Anita van Hittersum, Megan Gibson, Cheryl Matheson, Alvin McLellan

Absent with Regrets: Roger Watt, Matt Duncan

Staff Present: Phil Beard, General Manager/Secretary-Treasurer
Danielle Livingston, Financial Services Coordinator
Jayne Thompson, Communications Coordinator
Jeff Winzenried, Water Resources Technician

The Maitland Source Protection Authority (MSPA) was called to order by Chair Turton at 8:10 pm.

1. Approval of the Minutes

Motion MSPA #1-20

Moved by: Megan Gibson

Seconded by: Kevin Freiburger

That the minutes from the MSPA meeting #3-19 of September 18, 2019 be approved.

(carried)

2. Consent Agenda:

- a) Draft Minutes from Joint Management Committee Meeting held on November 27, 2019
- b) Source Protection Committee Update, **Report #1-2020**
- c) Update on 2020-2021 Work Plan and Budget, **Report #2- 2020**



Box 127, Wroxeter, ON N0G 2X0 (519) 335-3557 Fax (519) 335-3516 maitland@mvca.on.ca

The following motion was made.

Motion MSPA #2-20

Moved by: Alison Lobb

Seconded by: Ed McGugan

THAT reports #1-20 through #2-20 along with their respective recommended motions and correspondence as outlined in the Consent Agenda be accepted as presented.

(carried)

3. Adjournment

The MSPA meeting adjourned at 8:15 pm with this motion.

Motion MSPA #3/20

Moved by: Cheryl Matheson

Seconded by: Deb Shewfelt

THAT the Maitland Source Protection Authority meeting be adjourned; **And that** the Maitland Valley Conservation Authority Board's regular meeting reconvene.

(carried)



Dave Turton
Chair



Danielle Livingston
Administrative/Financial
Services Coordinator

**Maitland Valley
Conservation Authority**

Working for a Healthy Environment!

Minutes

**General Membership Meeting #2-20
Annual Meeting**

Location: Goderich Town Hall Council Chambers

February 19, 2020

Members Present: David Turton, Roger Watt, Matt Duncan Deb Shewfelt, Alison Lobb, Ed McGugan, Kevin Freiburger, Anita van Hittersum, Megan Gibson, Alvin McLellan, Cheryl Matheson

Incoming Members Present: Erinn Lawrie

Staff Present: Phil Beard, General Manager/Secretary-Treasurer
Erica Magee, Administrative Assistant
Jayne Thompson, Communications Coordinator
Stewart Lockie, Conservation Areas Coordinator
Shannon Millar, Coastal Regulations Assistant
Doug Hocking, Water Quality Specialist
Chris Van Esbroeck, Stewardship Services Coordinator
Dave Nuhn, Field Services Technician
Barry Skinn, FRCA Assistant Superintendent
Jason Moir, FRCA Superintendent
Greg Urquhart, Forestry Technician
Jeff Winzenried, Water Resources Technician
Patrick Huber-Kidby, Environmental Planner-Regs Officer
Donna Clarkson, Source Water Protection Coordinator

Others Present: Art Versteeg, Jim Campbell, Paul Gowing, Wilf Gamble, John McPhee, Geoff King, Dick Hibma, Ethel-Mae Seamon, Wendy Hoenig, Kate Monk, Andrea Fisher, Chip Wilson, Jim Ginn, Kriss Snell, John Grace, Bernie MacLellan



1. Welcome and introduction of guests and Remarks by the Chair, Dave Turton

Chair Turton called the meeting to order at 2:00 pm welcomed everyone and presented his remarks.

2. Greetings from the Town of Goderich Mayor, John Grace

3. Introduction of the Members of MVCA Members for 2020

Chair Turton called on the members to introduce themselves and their affiliation and introduced Erinn Lawrie at this time.

4. Presentation of Staff Service Awards

Chair Turton congratulated and thanked the following staff for their years of dedication and employment by presenting them with service awards and outlining the history of their individual roles with the Maitland Valley Conservation Authority.

- Phil Beard, GM-ST for 40 years
- Doug Hocking, Water Quality Specialist for 20 years
- Jeff Winzenried, Water Resources Technician for 5 years
- Danielle Livingston, Administrative and Financial Services Coordinator for 5 years

5. Presentation to Deb Shewfelt, retiring member from the Town of Goderich

John McPhee presented Deb with words of thanks on behalf of Lisa Thompson, MPP.
Dave Turton presented Deb with a card and gift on behalf of MVCA.

6. Election of Officers for 2020

- a) Appointment of Presiding Officer and Scrutineers

Chair Turton called for an appointment of a Presiding Officer for the election of Chair for 2020.

Motion FA #12-20

Moved by: Alison Lobb

Seconded by: Alvin McLellan

THAT John Grace act as the Presiding Officer for the election of Chair for the Maitland Valley Conservation Authority (MVCA) and the Maitland Source Protection Authority (MSPA) for 2020.

(carried)

Chair Dave Turton, Vice-Chair Roger Watt, and Second-Vice Chair Matt Duncan stepped down from their positions. Chair Turton vacated the Chair's seat during the election for Chair.

Appointment of Scrutineers (appointed by Presiding Officer)

Presiding Officer Grace declared all offices vacant and called for a motion to appoint two Scrutineers.

Motion FA #13-20**Moved by: Erinn Lawrie****Seconded by: Alison Lobb**

THAT Dick Hibma and Kriss Snell be Scrutineers for the election of officers;
AND THAT the Scrutineers be responsible for destroying ballots after the election if needed.

(carried)

b) Election of MVCA and MSPA Chair for 2020

Presiding Officer Grace called for nominations for the position of Chair for the Maitland Valley Conservation Authority and the Maitland Source Protection Authority for 2020.

Motion FA #14-20**Moved by: Roger Watt**

THAT Dave Turton be nominated for Chair of the MVCA and the MSPA for 2020.

Presiding Officer Grace called for nominations for the Chair position two more times. There were no further nominations and the Presiding Officer called for a motion to close nominations.

Motion FA #15-20**Moved by: Alison Lobb****Seconded by: Anita van Hittersum**

THAT nominations for the position of Chair of the Maitland Valley Conservation Authority and Maitland Source Protection Authority for 2020 be closed.

(carried)

Dave Turton agreed to stand for the position of Chair in 2020.

Presiding Officer Grace declared Dave Turton, representative for the Town of Minto, Mapleton Township, and Wellington North as the Chair of the MVCA and MSPA for 2020.

Chair Turton then presided over the election for the Vice and Second-Vice positions and the remainder of the meeting.

c) Election of Vice-Chair for 2020

Chair Turton called for nominations for the position of Vice-Chair of the Maitland Valley Conservation Authority and Maitland Source Protection Authority for 2020.

Motion FA #16-20**Moved by: Roger Watt**

THAT Matt Duncan is nominated for Vice-Chair of the Maitland Valley Conservation Authority and Maitland Source Protection Authority for 2020.

Chair Turton called for further nominations for Vice-Chair two more times and no others were made so then called for a motion to close nominations.

Motion FA #17-20

Moved by: Alison Lobb

Seconded by: Cheryl Matheson

THAT nominations for the position of Vice-Chair of the Maitland Valley Conservation Authority and Maitland Source Protection Authority for 2020 be closed.

(carried)

Matt Duncan accepted the Vice-Chair position.

The Chair declared Matt Duncan as Vice-Chair of the Maitland Valley Conservation Authority and Maitland Source Protection Authority for 2020.

d) Election of Second Vice-Chair for 2020.

Chair Turton called for nominations for the position of Second Vice-Chair of the Maitland Valley Conservation Authority and Maitland Source Protection Authority for 2020.

Motion FA #18-20

Moved by: Matt Duncan

THAT Roger Watt be nominated for Second Vice-Chair of the Maitland Valley Conservation Authority and Maitland Source Protection Authority for 2020.

Chair Turton called twice for further nominations for Second Vice-Chair and no others were made so then called for a motion to close nominations.

Motion FA #19-20

Moved by: Megan Gibson

Seconded by: Anita van Hittersum

THAT nominations for the position of Second Vice-Chair of the Maitland Valley Conservation Authority and Maitland Source Protection Authority for 2020 be closed.

(carried)

Roger Watt accepted the Second Vice-Chair position.

Chair Turton declared Roger Watt as Second Vice-Chair of the Maitland Valley Conservation Authority and Maitland Source Protection Authority for 2020.

7. Proposed Amendment to MVCA's Administrative Bylaws: Report #8-20

Report #8-20 was presented and this motion followed.

Motion FA #20-20

Moved by: Megan Gibson

Seconded by: Ed McGugan

THAT an exception be made to Section 10 of MVCA's Administrative Bylaws to allow the members who are not able to attend the March 18, 2020 meeting to participate in the vote on the 2020 budget and levy by telephone and that a formal review of Section 10 be held as part of the regularly scheduled governance review in 2020;

AND THAT the caller phoning in be in a secure area using a handheld phone and not on speakerphone.

(carried)

8. 2019 Highlights: Presentation by Jayne Thompson, Communications-GIS-IT Coordinator

Jayne Thompson highlighting the projects that MVCA undertook in 2019.

9. Presentation: Challenges Along the Lake Huron Shoreline by Shannon Millar, Coastal and Regulations Assistant.

Shannon Millar made a presentation to illustrate some of the areas that are at risk of bluff collapse and shoreline erosion along the the Lake Huron shoreline.

10. Closing Remarks from the 2020 Chair

In closing, Chair Turton thanked everyone who attended the Maitland Conservation's Annual Meeting and for supporting the work of the conservation authority. He invited those in attendance to stay for a social time after the meeting.

11. Next Meeting to be held Wednesday, March 18, 2020 at 7:00pm at the Admin Centre in Wroxeter

12. Adjournment

Motion FA #21-19

Moved by: Megan Gibson

Seconded by: Alvin McLellan

THAT the meeting be adjourned.

(carried)

The meeting adjourned at 3:12pm.



Dave Turton
Chair



Erica Magee
Administrative Assistant



Grand River Conservation Authority

Summary of the General Membership Meeting – May 22 2020

This meeting was held virtually and streamed live for the public on

[GRCA's Board Webcast Page](#)

To GRCA/GRCF Boards and Grand River watershed municipalities - Please share as appropriate.

Action Items

The Board approved the resolutions in the following reports as presented in the agenda:

- GM-05-20-37 - Financial Summary – February
- GM-04-20-21 - Financial Summary – March
- GM-05-20-35 - Financial Summary – April
- GM-05-20-34 - Provincial Offences Act Officer Appointment
- GM-05-20-33 - Conestogo Dam Concrete Rehabilitation Phase 2 Contract Budget Increase
- GM-05-20-C02 - Property Agreement- City of Cambridge (Confidential Agenda)

Information Items

The Board received the following reports as information:

- GM-05-20-32 - Cash and Investment Status
- GM-05-20-36 - Current Watershed Conditions

Source Protection Authority

The General Membership of the GRCA also acts as the Source Protection Authority Board

Action Items

The Board approved the resolutions in the following reports as presented in the agenda:

- SPA-05-20-01 - Submission of the Revised Updated Grand River Source Protection Plan
- SPA-05-20-02 - Submission of the 2019 Grand River Annual Progress Report and Supplemental Form
- SPA-05-20-03 - Source Protection Committee Representative Appointments
- SPA-05-20-04 - Source Protection Committee Amended Rules of Procedure

Correspondence

The Source Protection Authority Board received the following correspondence:

- Lake Erie Source Protection Region – Annual Reporting
- Lake Erie Source Protection Region – Submission of Revised Grand River Assessment Report and Source Protection Plan

For full information, please refer to the [May 22 Agenda Package](#). The Source Protection Agenda is also available on our calendar. Complete agenda packages and minutes of past meetings can be viewed on our [online calendar](#). The minutes of this meeting will be posted on our online calendar following the next meeting of the General Membership scheduled on June 24, 2020.

You are receiving this email as a GRCA board member, GRCF board member, or a Grand River watershed member municipality. If you do not wish to receive this monthly summary, please respond to this email with the word 'unsubscribe'.

MINUTES
ARTHUR BUSINESS IMPROVEMENT ASSOCIATION MEETING
MAY 20TH, 2020 @ 10:30 AM
VIA ZOOM VIDEO CONFERENCE

BOARD MEMBER ATTENDEES:

Angela Alaimo,
 Sheila Faulkner,
 Mitch Keirstead,

Gord Blyth,
 Tom Gorecki,
 Councilor Lisa Hern

Paula Coffey,
 Keith Harris, Chair

BOARD MEMBER ABSENT:

Jim Coffey

OTHER ATTENDEES:

Dale Small EDO

REVIEW AND ADOPTION OF THE AGENDA

Chair Keith called the meeting to order at 10:33am, and the agenda was reviewed and approved. Moved by Gord Blyth and seconded by Mitch Keirstead. **Carried**

APPROVAL OF MINUTES FROM PREVIOUS MEETING

The minutes from the April 15th Arthur Business Improvement Association meeting were reviewed and approved with one addition. It was noted that an item to ensure all BIA members are engaged in the discussion around BIA workplans and priorities would be included. Moved by Angela Alaimo and seconded by Tom Gorecki. **Carried**

BUSINESS ARISING FROM THE MINUTES

1. Moved by Tom Gorecki and seconded by Sheila Faulkner *THAT the Arthur Business Improvement Association appoint Gord Blyth as **Recording Secretary** of the Arthur Business Improvement Association for the term of council (December 2022)* **Carried**
2. Moved by Keith Harris and seconded by Paula Coffey *THAT the Arthur Business Improvement Association appoint Tom Gorecki as **Treasurer** of the Arthur Business Improvement Association for the term of council (December 2022)* **Carried**
3. Moved by Angela Alaimo and seconded by Mitch Keirstead *THAT the Arthur Business Improvement Association appoint any two of Tom Gorecki, Paula Coffey or Gord Blyth as **Signing Officers** of the Arthur Business Improvement Association for the term of council (December 2022) and that the Bank Account be opened with Manulife Bank through Boggs Financial in Arthur.* **Carried**
4. It was agreed that the discussion on by-laws including meeting rules of order, quorum for AGM's, conflict of interest etc. would be held at a future meeting. Dale did advise that since the BIA is a committee of council coverage for Directors Insurance is provided through the Township of Wellington North.

DISCUSSION ITEMS

- The Roger Brooks 20 Ingredients of a Successful Downtown were shared with the Board and discussion on how the 2019 Arthur Downtown Revitalization Committee utilized this approach with their streetscaping ideas. (Poppy Art, Red Picnic Tables, Banners, #ArthurDowntownRising.
- The Board discussed “What is/should be our theme”, our history, Canada’s Most Patriotic Village, etc. and how do we use this to promote our small town. Talked about our many awesome small businesses, unique boutiques, lack of big box stores as well as the need to modernize our downtown through free wifi, improved accessibility and other streetscape enhancement.
- It was also agreed that the BIA would take-over the Arthur Downtownrising logo and make it the new Arthur BIA logo. Gord would get Caroline to do some tweaking for approval at our next Directors Meeting. Copy follows:



- Councilor Hern mentioned the great news about the Connecting Link funding and that she had raised a notice of motion at the May 19th council meeting to engage the Arthur BIA and Chamber of Commerce in discussions with the Township and Township Engineer on what streetscaping enhancements we would like to include in the project. Moved by Angela Alaimo and seconded by Mitch Keirstead *THAT the Arthur Business Improvement Association appoint Paula Coffey, Lisa Faulkner, and Tom Gorecki, to lead this activity and come up with a list of ideas and represent the Arthur Business Improvement Association at these discussions.*
Carried
- The need for a **BIA website** and our **social media** presence was also discussed. The Arthur Chamber has just launched a new website and they have included a tab on their site for the BIA. The BIA should also consider taking over the #Arthurdowntownrising Instagram page as well.

- Chair Keith suggested it might be appropriate for the BIA to send a couple of letters off to the Township on the following topics:
 - To express our concern with the state of the building and local area around the old ***Queen's Hotel.***
 - To express our support to Councilor Hern's notice of motion and desire to work with the Chamber, Township and Township engineer to identify potential streetscaping improvements as part of the Connecting Link project.
 - To request some initial funding in order to setup our Bank Account
- Chair Keith also indicated that he would send out the list of BIA property owners to the Board for their information.

NEXT MEETING

- It was agreed that for now the BIA Board would continue to meet on the third Wednesday of each month via ZOOM. The next meeting was notionally scheduled for June 17th @ 10:30am.

ADJOURNMENT

- Moved by Mitch Keirstead and seconded by Gord Blyth that the meeting be adjourned at 11:50am **Carried**



COUNTY OF WELLINGTON

KIM COURTS
DEPUTY CLERK
T 519.837.2600 x 2930
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E kimc@wellington.ca

74 WOOLWICH STREET
GUELPH, ONTARIO
N1H 3T9

May 15, 2020

Mr. Jameson Pickard, Senior Policy Planner
Ms. Sarah Wilhelm, Manager of Policy Planning
County of Wellington
74 Woolwich Street
Guelph, ON N1H 3T9

Good afternoon,

At its meeting held May 14, 2020 the Planning Committee approved the following recommendation:

That the report 2020 Provincial Policy Statement be received for information and circulated to member municipalities in Wellington County.

Please find the report enclosed.

Respectfully,

A handwritten signature in cursive script that reads "Kim Courts".

Kim Courts
Deputy Clerk



COUNTY OF WELLINGTON

COMMITTEE REPORT

To: Chair and Members of the Planning Committee
From: Jameson Pickard, Senior Policy Planner
 Sarah Wilhelm, Manager of Policy Planning
Date: Thursday, May 14, 2020
Subject: **2020 Provincial Policy Statement**

1.0 Purpose

The purpose of this report is to provide the Committee with an overview the new 2020 Provincial Policy Statement (PPS).

2.0 Background

The Province finalized consultation on the proposed draft PPS in late 2019 and issued the final version on February 28, 2020. The new PPS will work together with recent legislative changes made through the *More Homes, More Choice Act, 2019* and the Growth Plan for the Greater Golden Horseshoe, to support the government's goals of increasing housing, supporting jobs and reducing red tape.

The 2020 PPS came into effect May 1, 2020 and all land use planning decisions are required to be consistent with its policies.

3.0 2020 Provincial Policy Statement

The final version of the PPS is relatively unchanged from the draft version that was released for consultation last year. The Committee may recall that Planning Staff reported on the proposed changes in planning report PD2019-16. That report provided a detailed overview of the key changes to the PPS that were most applicable to the County and has been attached to this report for the Committee's reference (Attachment 1). The key policy areas that were reviewed included:

- Housing
- Agriculture
- Mineral Aggregates
- Infrastructure and Servicing
- Land use Compatibility
- Indigenous Consultation

In the areas of agriculture and mineral aggregates, Planning staff were pleased to see two County concerns addressed by removal of the following proposed policies from the final document:

- Policy changes which would have removed reference to Minimum Distance Separation (MDS) compliance for new non-agricultural uses in prime agricultural areas; and
- Policy changes which would have allowed mineral aggregate extraction to occur in various natural heritage features and areas provided rehabilitation plans could demonstrate a long term environmental benefit.

Other changes that occurred as a result of consultation included:

- An extension to the supply of land municipalities must maintain for residential growth from 10 years to 15 (the draft PPS proposed 12 years);
- Added policies which provide flexibility for Ontario municipalities to consider residential development that is locally appropriate on rural lands and clarifies that this includes lot creation. Given the more restrictive rural area policies of the Provincial Growth Plan, we don't anticipate such additional flexibility will be realized in Wellington;
- Additional language was added to clarify that municipalities need to plan for a range of affordable housing options as well as market-based housing options. The term "market-based" is not defined in the PPS;
- Land use compatibility policies were further enhanced to ensure compatibility is achieved between sensitive land uses and existing or planned industrial, manufacturing or other vulnerable land uses.

4.0 Conclusion

Overall, many of the new PPS policies will have little impact on Wellington because of the more specific, more restrictive, same and/or similar policies of the applicable Provincial Plans (Growth Plan for the Greater Golden Horseshoe and Greenbelt Plan).

Planning staff can appreciate the Province's desire to harmonize the Provincial Policy Statement with key aspects of the Growth Plan for the Greater Golden Horseshoe. Unfortunately, this leaves municipalities like Wellington which are already subject to Provincial Plans, with overlapping policies adding to an already complex policy environment.

Recommendation

That the report "2020 Provincial Policy Statement" be received for information and circulated to member municipalities in Wellington County.

Respectfully submitted,



Jameson Pickard, B.URPL
Senior Policy Planner



Sarah Wilhelm, BES, MCIP, RPP
Manager of Policy Planning

Attachment # 1

Planning Committee Report 2019-16 (2019 Provincial Policy Statement Review)



COUNTY OF WELLINGTON

COMMITTEE REPORT

To: Chair and Members of the Planning Committee
From: Sarah Wilhelm, Manager of Policy Planning
Date: Thursday, September 12, 2019
Subject: PD2019-16 PPS Review

1.0 Background

To further support its Housing Supply Action Plan and other priorities, the Ministry of Municipal Affairs and Housing is consulting on proposed changes to the Provincial Policy Statement (PPS). Comments are requested prior to October 20, 2019 (EBR Registry Number #019-0279).

The current PPS, which came into effect April 30, 2014, provides overall policy direction on matters of provincial interest related to land use planning and development across Ontario. Where provincial plans are in effect (such as the Growth Plan for the Greater Golden Horseshoe and the Greenbelt Plan in Wellington), such plans:

- provide additional, and in some cases, more specific land use planning policies
- take precedence over the policies of the PPS in the event of a conflict

Where policies in the PPS do not overlap with policies in provincial plans, the policies of the PPS must be independently satisfied.

This report provides an overview of the key policy changes and responds briefly to questions posed by the province in the consultation documents.

2.0 Key Changes to the Provincial Policy Statement

Many of the proposed changes appear to have little impact on the County as they:

1. harmonize the PPS with the 2019 Growth Plan for the Greater Golden Horseshoe ("Growth Plan") which already applies to Wellington; or
2. the Growth Plan policies are more specific/restrictive than the draft PPS.

In other respects, staff have identified the following key areas with the greatest impact on land use planning in Wellington County.

Agriculture

Current PPS policies allow for planning authorities to permit non-agricultural uses in prime agricultural areas subject to meeting specific criteria. Some examples of non-agricultural uses include manufacturing, automobile sales, golf courses, and campgrounds. The draft policies remove the criterion that the proposed use "complies with the minimum distance separation formulae" (MDS). Instead, impacts on surrounding agricultural operations and lands are to be "informed by provincial guidelines". This is more permissive when compared to language used elsewhere in the PPS, such as "in accordance with provincial guidelines". While the wording would allow for consideration of guidelines in addition to MDS, such as the "Guidelines on Permitted Uses in

Ontario's Prime Agricultural Areas" we have questions about what these changes mean for MDS implementation.

Mineral Aggregates

Changes to subsection 2.5.2.4 include additional policy direction that depth of extraction be addressed through processes under the Aggregate Resources Act. The intent of the new wording is unclear and we are concerned that it may be meant to remove the ability of municipalities to continue to use vertical zoning to regulate extraction below the water table.

For gravel pits outside of the Greenbelt area and subject to satisfactory long-term rehabilitation, draft policies allow consideration of extraction in provincially significant wetlands (applies to areas outside of the County), woodlands, valleylands, wildlife habitat, areas of natural and scientific interest; fish habitat; and habitat of endangered species and threatened species. The Growth Plan is more restrictive for some features, but overall, the more permissive draft policies would appear to allow interim negative impacts to features and areas in favour of potential long-term environmental benefits through rehabilitation.

Indigenous Consultation

New requirement for planning authorities to:

- engage with Indigenous communities and coordinate on land use planning matters; and
- engage with Indigenous communities and consider their interests when identifying, protecting and managing cultural heritage and archaeological resources.

Extension of Planning Horizon

The planning horizon is extended from 20 to 25 years. We do not know whether the province intends to address this change in the Growth Plan for the Greater Golden Horseshoe, which provides a growth forecast to 2041.

Housing

The province has changed housing policies and related terms in an effort to encourage a greater mix and supply of housing. For example, a new term "housing options" provides more specific policy direction about housing types. The draft policies increase the required supply of land for residential growth from ten years to twelve years. Municipalities are also given the option to maintain land with servicing capacity to provide a five-year supply of residential units (up from three). Overall, these changes appear to be positive, but we will continue to assess as more information becomes available.

Servicing Hierarchy and Private Communal Services

The draft PPS clarifies that the servicing hierarchy supports protecting the environment, human health and safety. With that in mind, upper-tier municipalities are required to work with lower-tier municipalities to assess long-term impacts of individual services on environmental health and character of rural settlement areas and the feasibility of full municipal services or private communal services. Policies specify that communal services are preferred for development of multiple residential units/lots where municipal services are not available, planned or feasible.

Land Use Compatibility

Stronger protection is provided for existing or planned major facilities (including industries, manufacturing uses, other facilities and infrastructure) from proposed sensitive lands uses (such as residences, day care centres, etc.).

3.0 Comments

Questions from Ministry	Response
1. Do the proposed policies effectively support goals related to increasing housing supply, creating and maintaining jobs, and red tape reduction while continuing to protect the environment, farmland, and public health and safety?	<p>The PPS has become much less relevant to Wellington because of the more specific, more restrictive, same or similar policies of the Growth Plan for the Greater Golden Horseshoe.</p> <p>The Province should consider fully implementing the PPS in the Greater Golden Horseshoe through one policy document - the provincial Growth Plan. This would reduce red tape by eliminating policy duplication and streamline the review of development applications.</p>
2. Do the proposed policies strike the right balance? Why or why not?	<p>The policy changes for mineral aggregate resources do not effectively balance the need:</p> <ul style="list-style-type: none"> • for local Council input regarding depth of extraction as below water table extraction is a permanent change to the landscape • to protect the environment by allowing extraction to be considered within natural heritage features and areas <p>We do not support these permissive aggregate policies in the draft PPS, particularly in areas of the County where there is a high concentration of gravel pits.</p>
3. How do these policies take into consideration the views of Ontario communities?	See response to question 1.
4. Are there any other policy changes that are needed to support key priorities for housing, job creation, and streamlining of development approvals?	See response to question 1.
5. Are there other tools that are needed to help implement the proposed policies?	The province should support municipalities and housing developers by researching and sharing best practices to facilitate a greater mix of housing options and increase the supply of affordable rental accommodations.

We have reported on the PPS review at this time to ensure that County Council may consider these comments prior to the October 20, 2019 deadline. We will be attending an information session with the province September 9 and the Association of Municipalities of Ontario (AMO) is working on a response. Planning staff may augment this report if we become aware of new information of relevance to Wellington.

Recommendation

That the report “2019 Provincial Policy Statement Review” be forwarded to the Ministry of Municipal Affairs and Housing and be circulated to member municipalities in Wellington County.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Sarah Wilhelm', with a stylized flourish at the end.

Sarah Wilhelm, BES, MCIP, RPP
Manager of Policy Planning



WELLINGTON NORTH

SEMPER PORRO

Staff Report

To: Mayor and Members of Council Meeting of June 1, 2020

From: Tammy Pringle, Development Clerk

Subject: **DC 2020-014, MICHAEL & GAYLE HARTSHORN
SITE PLAN AGREEMENT, 221 INDUSTRIAL DRIVE, MOUNT FOREST**

RECOMMENDATION

THAT Council of the Township of Wellington North hereby:

- 1) Receive Report DC 2020-014 regarding the Final Approval of the Michael & Gayle Hartshorn Site Plan Agreement.

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

None

BACKGROUND

Subject Lands

The property is located in the Town of Mount Forest. The subject lands are in the North West quadrant of the town on Industrial Drive. The Township of Wellington North sold the property to Michael & Gayle Hartshorn on September 23rd, 2019 by By-Law 082-19. The land holding is approximately 40,716 square feet with 132 foot of frontage. It is legally known as PART LOT 32, CON 1, DIV 3 NORMANBY, BEING PT 7, PL 61R21655; TOWNSHIP OF WELLINGTON NORTH.

The Proposal

The Owner has applied for Site Plan Approval from the Township to construct a one storey building with a 251.71 square meter commercial warehouse and 77.35 square meter office/retail area. This project will include minor site grading, and servicing & stormwater management plan.

Existing Policy Framework

The subject lands are designated M-1 Industrial Zone in the Township of Wellington North Zoning By-Law 66-01 and Industrial designation in the County of Wellington Official Plan.

COMMENTS AND ANALYSIS

The applicant has satisfied staff that this proposed development will be constructed in a manner that is consistent with municipal standards and best practices. A copy of the agreement is attached.

COMMUNICATION PLAN

The executed site plan agreement has been forwarded to the Township's solicitor for registration.

FINANCIAL CONSIDERATIONS

This proposal has no financial impact on the municipality as the Owner will provide securities and deposits to ensure all of the Works will be completed.

ATTACHMENTS

- A. Location Map
- B. Site Plan Agreement

STRATEGIC PLAN 2019 – 2022

Do the report's recommendations align with our Strategic Areas of Focus?

☒ Yes

☐ No

☐ N/A

Which priority does this report support?

☐ Modernization and Efficiency

☐ Partnerships

☐ Municipal Infrastructure

☒ Alignment and Integration

Prepared By:	Tammy Pringle, Development Clerk	
		<i>Tammy Pringle</i>
Recommended By:	Michael Givens, Chief Administrative Officer	<i>Michael Givens</i>

SCHEDULE A – Location Map



SITE PLAN CONTROL AGREEMENT

THIS AGREEMENT made this 12 day of May, 2020.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

(the "Township")
OF THE FIRST PART

-and-

MICHAEL HARTSHORN & GAYLE HARTSHORN

(the "Owner")
OF THE SECOND PART

WHEREAS the Owner is the registered owner of the Lands described as PART LOT 32, CON 1, DIV 3 NORMANBY, BEING PT 7, PL 61R21655; TOWNSHIP OF WELLINGTON NORTH.

AND WHEREAS the Township has enacted a Site Plan Control Area By-law pursuant to the provisions of Section 41 of the *Planning Act*, R.S.O. 1990, c.P.13, as amended, which said By-law affects the Lands;

AND WHEREAS this Agreement is being entered into by the parties hereto as a condition to the approval of the plans and drawings submitted by the Owner pursuant to Section 41 of the *Planning Act*.

AND WHEREAS the Owner has submitted to the Township, plans and drawings of a proposed development on the lands described in Schedule "A" attached hereto;

AND WHEREAS these plans can be viewed at the Offices of The Corporation of the Township of Wellington North, 7490 Sideroad 7 West, Kenilworth, Ontario.

NOW THEREFORE in consideration of the premises and other good and valuable consideration, the receipt and sufficiency whereof the parties irrevocably acknowledge, the parties agree as follows that in consideration of the Township approving the plans and drawings for the development of the Lands, the Owner covenants and agrees with the Township to provide, to the satisfaction of and at no expense to the Township, the following:

1. Plans showing the location of all buildings and structures to be erected on the Lands and showing the location of all facilities and works to be provided in conjunction therewith including, without limitation, all facilities and works required under Section 3 below (the "Plans").
2. Construct all buildings, structures, facilities and works in accordance with the Plans.
3. The Owner agrees that the building or buildings shall be erected and the project shall be completed in accordance with the Plans and all applicable laws, including without limitation, the exterior building design, site, elevation, landscape-buffering and layout plans as approved by the Township, subject only to such changes as are approved, in writing, by the Township. The Township reserves the right to waive or rescind any term or condition contained in this Agreement provided that such condition is waived or rescinded by Resolution of Council.
4. The Owner agrees that there shall be no outside storage on the Lands other than as provided in Paragraph 3 of this Agreement.

5. The Owner agrees that all surface and roof drainage will be controlled on the Lands and taken to an outlet with catchbasins, where necessary, in a manner approved by the Township and/or the County of Wellington.
6. The Owner agrees that snow shall be removed from the parking lot area for the Lands.
7. The provisions set out in Schedule "B" to this Agreement are site specific requirements that relate to the Lands and, to the extent that there is any inconsistency or conflict between the two sets of provisions, the terms of Schedule "B" shall prevail.
8. The Owner agrees to dedicate to the Township, free and clear of all encumbrances, all easements and lands required by the Township for the construction, maintenance and improvement of any existing or newly required watercourses, ditches, land drainage works and sanitary sewage facilities on the Lands and, on request by the Township, to deliver the properly executed documents in registrable form to the Township in order to complete the dedication to the Township and to pay all costs incurred by the Township in respect to the aforementioned dedications.
9. The Owner shall, where required by Township and/or County of Wellington resolution, dedicate to the Township and/or to the County widening of highways that abut on the Lands at no cost to the Township and/or County, free and clear of all encumbrances.
10. The Owner hereby releases and indemnifies the Township, and, where applicable, the County of Wellington, its servants, agents and contractors from any and all liability and associated costs, claims or demands in respect of the proper maintenance and operation of the matters and facilities required by virtue of this Agreement.
11. In the event works are to be performed by the Owner, its servants or its agents on lands owned by or to be conveyed to the Township,
 - (a) The Owner shall supply the Township with a comprehensive liability insurance policy in form satisfactory to the Township, holding the Township, its servants or agents, harmless for claims for damages, injury or otherwise in connection with the work done by the Owner, its servants or agents in or adjacent to the lands to be developed under this Agreement in the amount of Five Million (\$5,000,000.00) Dollars inclusive. The Township is to be named as an insured in the said policy.
 - (b) The Owner shall, upon the earlier of (a) commencing any works on the Lands, or (b) applying for a building permit, supply the Township with cash or a Letter of Credit (the "security") in form satisfactory to the Chief Administrative Officer (CAO) and in an amount determined by the CAO, sufficiently guaranteeing the satisfactory completion of the site works on Township property described in or contemplated by this Agreement and further guaranteeing the workmanship and materials and the repair of all damage to works or facilities required by this Agreement for a period of one (1) year from the date that such works are constructed receive written approval from the Township Engineer. The security must further guarantee payment to the Township of all inspection or other costs that the Township may incur as a result of this Agreement. When the work is completed to the satisfaction of the Township Engineer, the Letter of Credit may be reduced to an amount equal to Ten (10%) per cent of the original amount determined by the Township Engineer for each phase and shall not be further reduced until the Township Engineer has approved the works at the end of the said one (1) year period.
12. In the event works are to be performed by the Owner, its servants or its agents on lands other than lands owned by the Township, the Owner shall:

- a) provide the Township with, prior to the execution of this Agreement by the Township, a letter of credit or other satisfactory security in an amount equal to 50% to a maximum of \$50,000 of the cost of works and facilities relating to storm drainage, surface treatment of parking areas, landscaping, buffer strips, fencing, grading, curbing and similar physical improvement works.
- b) complete the said works and facilities within a period of one (1) year from the date of issuance of a building permit, or within one (1) year of the execution of this agreement by the Township if no building permit is required by the development provided for herein, and provide satisfactory proof of completion of the said works including survey, engineering, architectural (including landscape architect where required), or another professional certification, at the owner's sole expense.
- c) Upon failure of the owner to complete the said works and facilities within the said one year period, the Township may draw on the said letter of credit or other satisfactory security, such amount or amounts as may be required to pay for the work done or to be done pursuant to the provisions of this section and the Township and/or its authorized agents are hereby authorized to enter upon the lands to perform the said works and facilities.

Section 427 of the Municipal Act, S.O. 2001, c. 25, as amended, applies to this Agreement and in the event the Owner fails to perform the works and facilities required to be done herein, such works and facilities may be done by the Township at the Owner's expense and the Township may recover the expense in doing so by action or the same may be recovered in like manner as municipal taxes

- 13. The Owner shall grade the lands and maintain the grading elevations in order to provide for surface drainage which shall be as provided for in the Site Plan. The Owner shall not use or cause or permit to be used any new construction on the lands until after an as-built grading survey has been provided and a professional engineer or architect has given Township, at the Owner's expense, a letter of compliance for grading and drainage and Storm Water Management and signed by the engineer or architect certifying that all services, structures, works and facilities on or in the said lands which fall within the provisions of Section 41 of the Act and are required for this development by the Site Plan and this Agreement and not contained within a building, have been installed and completed in a manner satisfactory to the engineer or architect.
- 14. The Owner is responsible for dust control of all dust resulting from the development, whenever necessary. To eliminate dust, the owner may be required to apply dust suppressants, covering stock piles of top soil with tarps or applying ground cover to the areas that have been stripped and left undeveloped at the direction of the Township.
- 15. The Township and Owner agree that the Owner may choose to develop the lands in phases and in accordance with the approved phasing plan, as shown on the approved Site Plans. In such case, the Owner agrees as follows:
 - (a) that the Owner will not apply for nor will the Township be obligated to issue a building permit for such phase(s) until the provisions of this section have been complied with and the Owner has provided evidence that servicing capacity is available to accommodate the particular development phase, to the satisfaction of the Township;
 - (b) that the Owner shall submit to the Township for review and approval proper plans and specifications showing the works and facilities required for site plan approval of each phase;
 - (c) that the Owner shall provide to the Township a letter of credit or other satisfactory security in an amount to be determined by the CAO or CBO, and the provisions of this Agreement shall apply to such security with


respect to such phase(s);

(d) that the provisions of this Agreement shall apply to all such phases,

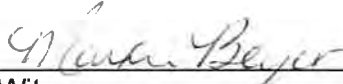
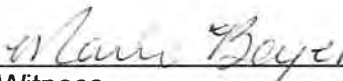
16. This Agreement shall be registered against title to the Lands at the Owner's expense. It is understood and agreed that, after this Agreement has been registered against title, it shall not be released by the Township. After all terms and conditions of this Agreement have been complied with to the satisfaction of the Township; the Township, upon request and at the Owner's expense, shall issue a Certificate of Compliance certifying compliance with this Agreement to the date of the Certificate.
17. The Owner hereby grants to the Township, its servants, agents and contractors a license to enter onto the Lands and into structures for the purpose of inspecting the works and the Lands or for any other purpose pursuant to the rights of the Township under this Agreement.
18. The Owner shall obtain from all mortgagees, charges and other persons having an interest in the Lands a postponement of their respective interests to this Agreement in a form satisfactory to the Township and said postponement(s) shall be registered against title to the Lands at the expense of the Owner so that this Agreement shall have priority over all other interests registered against the Lands. The Owner acknowledges and agrees that the site plan approval in respect of the Lands shall be conditional upon obtaining the above postponement documents and registering them against title to the Lands.
19. The covenants, agreements, conditions and understandings set out herein and in Schedules "B" hereto, which form part of this Agreement, shall run with the Lands and shall enure to the benefit of and be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns, as the case may be.
20. Nothing in this Agreement constitutes a waiver of the Owner's duty to comply with any By-law of the Township or any other law.

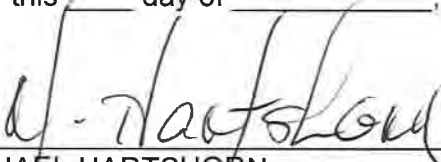
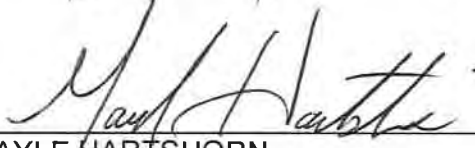
THIS AGREEMENT is executed by the Township this 12 day of May, 2020

**THE CORPORATION OF
THE TOWNSHIP OF WELLINGTON NORTH**
Per:


Michael Givens – Chief Administrative Officer
I have authority to bind the corporation.

THIS AGREEMENT is executed by the owner this _____ day of _____, 20____.


Witness
Name: Maxine Beyer)

Witness
Name: Maxine Beyer)


MICHAEL HARTSHORN

GAYLE HARTSHORN

SCHEDULE “A”

Approved Plan and Drawings

Document Name	Last Revision Date	Prepared By
Lot Development Plan	25-Mar-2020	Van Harten Surveying Inc.
Servicing & Stormwater Management Report	22-Jan-2020	Van Harten Surveying Inc.

SCHEDULE "B"**Site Specific Requirements**

The provisions set out in this Schedule are site specific requirements that relate to the Lands. This Schedule shall be read in conjunction with the provisions of the main body of this Agreement, but to the extent that there is any inconsistency or conflict between the two sets of provisions, the following terms of this Schedule shall prevail.

- THAT should 219 Industrial Drive development not proceed within a timeframe to the satisfaction of the Township, the Owner of 221 Industrial Drive shall collect and convey all extraneous runoff emanating from 219 Industrial Drive along the northeasterly property boundary of 221 Industrial Drive and to Industrial Drive, to the satisfaction of the Township.
- THAT the Owner shall obtain an Environmental Compliance Approvals from the Ministry of the Environment, Conservation and Parks for the stormwater management (SWM) works, prior to construction of the site works.
- THAT the Owner shall ensure that gravel driveway and gravel access area maintenance activities shall not alter the intention of the drainage design, including the conveyance of all site runoff to the stormwater management pond for quantity and quality control, as per the approved Van Harten Lot Development Plan.
- THAT the Owner shall maintain the SWM works to ensure proper stormwater runoff quantity and quality control, including following the monitoring and cleaning recommendations of the Oil Grit Separator (OGS) structure (i.e. Stormceptor EF4) manufacturer.
- THAT the Owner agrees that any outdoor display areas or outdoor storage areas be minimal and that they conform to the regulations set out in the Township of Wellington Norths Comprehensive Zoning By-law.

5/28/20

Township of Wellington North
VENDOR CHEQUE REGISTER REPORT
Payables Management

Cheque Number	Vendor Cheque Name	Cheque Date	Amount
75900	Bell Canada	5/14/20	\$757.38
75901	Bell Mobility	5/14/20	\$1,688.24
75902	Chalmers Fuels Inc	5/14/20	\$1,495.24
75903	Chicken Farmers of Ontario	5/14/20	\$258.77
75904	Corporate Express Canada Inc.	5/14/20	\$84.36
75905	Fathers Heart Healing Ministri	5/14/20	\$5,000.00
75906	Horrigan Overhead Doors 2019	5/14/20	\$90.40
75907	Horton Brothers Enterprises Lt	5/14/20	\$762.75
75908	Human Response Monitoring Cent	5/14/20	\$1,423.80
75909	Hydro One Networks Inc.	5/14/20	\$777.04
75910		5/14/20	\$100.00
75911	Jim Martin	5/14/20	\$80.00
75912	McFarlane Family Dental	5/14/20	\$2,500.00
75913	Minister of Finance	5/14/20	\$4,157.56
75914	Ont Mun Employee Retirement	5/14/20	\$41,185.72
75915	Premier Equipment Ltd.	5/14/20	\$632.27
75916	Royal Bank Visa	5/14/20	\$1,654.83
75917	St. Paul's United Church	5/14/20	\$500.00
75918	St. Andrew's Presbyterian Chur	5/14/20	\$75.00
75919	Suncor Energy Inc.	5/14/20	\$5,778.78
75920	TD Wealth	5/14/20	\$808.68
75921	TD Canada Trust, Property Tax	5/14/20	\$1,856.51
75922	Trevor Roberts Auto Repair	5/14/20	\$1,394.95
75923	Troll Bridge Creek Inc.	5/14/20	\$48.00
75924	Township of Centre Wellington	5/14/20	\$2,833.29
75925		5/14/20	\$90.88
75926	Wellington Catholic Dist Sch B	5/14/20	\$617.00
75927		5/14/20	\$70.00
75928	Workplace Safety & Ins Board	5/14/20	\$7,250.89
75929	Young's Home Hardware Bldg Cen	5/14/20	\$243.11
75930	Arthur Foodland	5/21/20	\$36.30
75931	Bell Canada	5/21/20	\$53.65
75932	Broadline Equipment Rental Ltd	5/21/20	\$724.29
75933	Corporate Express Canada Inc.	5/21/20	\$493.68
75934	Fundex Investments Inc. In Tru	5/21/20	\$779.40
75935		5/21/20	\$264.36
75936	Reliance Home Comfort	5/21/20	\$79.89
75937	Rural Rescue First Aid Trainin	5/21/20	\$1,243.00
75938	Telizon Inc.	5/21/20	\$777.92
75939	Van Harten Surveying Inc.	5/21/20	\$3,109.53
75940	Wightman Telecom Ltd.	5/21/20	\$674.98
75941	Young's Home Hardware Bldg Cen	5/21/20	\$165.93
EFT0000544	Arthur & District Chamber of C	5/14/20	\$1,500.00
EFT0000545	Arthur Home Hardware Building	5/14/20	\$126.19

Cheque Number	Vendor Cheque Name	Cheque Date	Amount
EFT0000546	Barclay Wholesale	5/14/20	\$732.78
EFT0000547	CARQUEST Arthur Inc.	5/14/20	\$205.83
EFT0000548	Cedar Signs	5/14/20	\$689.07
EFT0000549	County of Wellington	5/14/20	\$32,202.71
EFT0000550	Canadian Union of Public Emplo	5/14/20	\$1,787.01
EFT0000551	DeBoer's Farm Equipment Ltd.	5/14/20	\$327.70
EFT0000552	Eric Cox Sanitation	5/14/20	\$2,168.24
EFT0000553		5/14/20	\$200.00
EFT0000554	FOXTON FUELS LIMITED	5/14/20	\$422.67
EFT0000555	Frey Communications	5/14/20	\$40.67
EFT0000556		5/14/20	\$250.00
EFT0000557	International Trade Specialist	5/14/20	\$63.28
EFT0000558	Lystek International Inc.	5/14/20	\$5,268.09
EFT0000559	M & L Supply, Fire & Safety	5/14/20	\$123.43
EFT0000560	Maple Lane Farm Service Inc.	5/14/20	\$7,382.60
EFT0000561	Martins TLC	5/14/20	\$1,429.45
EFT0000562	Mississauga Bus Coach & Truck R	5/14/20	\$138.07
EFT0000563	Officer's Auto Care Inc.	5/14/20	\$322.37
EFT0000564	Ontario One Call	5/14/20	\$46.79
EFT0000565	Ont Clean Water Agency	5/14/20	\$43,164.02
EFT0000566	Plume's Main Street Interiors	5/14/20	\$149.48
EFT0000567	Pryde Truck Service Ltd.	5/14/20	\$4,683.09
EFT0000568	Saugeen Community Radio Inc.	5/14/20	\$1,317.58
EFT0000569	SGS Canada Inc.	5/14/20	\$1,292.72
EFT0000570	Society of Composers, Authors	5/14/20	\$407.34
EFT0000571	T&T Power Group	5/14/20	\$7,740.50
EFT0000572	Triton Engineering Services	5/14/20	\$23,471.17
EFT0000573	Upper Grand Dist School Board	5/14/20	\$1,867.00
EFT0000574	Wellington North Power	5/14/20	\$1,194.88
EFT0000575	ADS Fire Service Pro Inc.	5/21/20	\$8,719.08
EFT0000576	Arthur Home Hardware Building	5/21/20	\$233.22
EFT0000577	Bluewater Geoscience Consultan	5/21/20	\$14,891.20
EFT0000578	Brent D. Rawn Electric	5/21/20	\$96.05
EFT0000579	Canadian Safety Equipment	5/21/20	\$742.60
EFT0000580	CARQUEST Arthur Inc.	5/21/20	\$65.54
EFT0000581	Coffey Plumbing, Div. of KTS P	5/21/20	\$4,336.95
EFT0000582	Decker's Tire Service	5/21/20	\$548.05
EFT0000583	Dewar Services	5/21/20	\$6,135.90
EFT0000584	Eric Cox Sanitation	5/21/20	\$2,459.22
EFT0000585	Frey Communications	5/21/20	\$27,083.25
EFT0000586	JOB-INC Electric	5/21/20	\$34,566.70
EFT0000587	Maple Lane Farm Service Inc.	5/21/20	\$49.99
EFT0000588	North Wellington Co-op Service	5/21/20	\$394.98
EFT0000589	ROBERTS FARM EQUIPMENT	5/21/20	\$392.73
EFT0000590	Wellington North Power	5/21/20	\$41,311.76

Total Amount of Cheques: \$375,360.33



Staff Report

To: Mayor and Members of Council Meeting of June 1, 2020
From: Matthew Aston, Director of Operations
Subject: OPS 2020-021 being a report on structure 2057 on First Line

RECOMMENDATION

THAT the Council of the Corporation of the Township of Wellington North receive Report OPS 2020-021 being a report on structure 2057 on First Line;

AND FURTHER THAT Council award the contract for structure 2057 replacement project to Reeves Construction Limited, at a contract cost of \$108,057.00 plus applicable taxes;

AND FURTHER THAT Council waive the requirement for a competitive process detailed within the Purchasing and Procurement Policy (Policy #003-18) for this project.

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

NA

BACKGROUND

Structure 2057 on First Line was identified in the 2019 OSIM report as in need for replacement.

Township staff have recently rebuilt First Line from Wellington County Rd 109 to Sideroad 25 and the replacement of this structure will ensure this road continues to provide expected service levels well into the future.

FINANCIAL CONSIDERATIONS

2020 budget provided \$197,000 for the replacement of this structure which includes contractor work as well as engineering inspection and review.

A decision to sole source award this project to Reeves Construction Limited (Reeves) is inconsistent with the Township's current procurement policy, however, the following would be offered in support of the recommendation contained within this report:

- Quotation provided by Reeves is under budget;
- Township is familiar with Reeves workmanship; and
- Reeves is a local contractor.

ATTACHMENTS

NA

STRATEGIC PLAN 2019 – 2022

Do the report's recommendations align with our Strategic Areas of Focus?

☒ Yes☐ No☐ N/A

Which priority does this report support?

☐ Modernization and Efficiency☒ Partnerships☒ Municipal Infrastructure☐ Alignment and Integration

Prepared By: Matthew Aston, Director of Operations

Recommended By: Michael Givens, Chief Administrative Officer *Michael Givens*



WELLINGTON NORTH

SEMPER PORRO

Staff Report

To: Mayor and Members of Council Meeting of June 1, 2020

From: Matthew Aston, Director of Operations

Subject: OPS 2020-022 being a report on the Township's wood brush and garden material program

RECOMMENDATION

THAT the Council of the Corporation of the Township of Wellington North receive Report OPS 2020-022 being a report on the Township's wood brush and garden material program;

AND FURTHER THAT Council direct staff to discontinue the Township's wood brush and garden material program effective June 30, 2020, in favour of Wellington County's new "yard waste collection" program;

AND FURTHER THAT Council acknowledge the work of Township staff, specifically the transportation services and customer service teams, for their efforts, over the years delivering this program.

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

Information to Council – April 6, 2020 – 2020 Township Wood Brush and Garden Material Program

BACKGROUND

Wellington North has had a long-standing program for scheduled pickup of curb-side wood brush and garden material in the urban communities of Arthur and Mount Forest.

Starting July 1, 2020, Wellington County will be implementing a yard waste collection program for urban areas within the Township. Although the County's program is slightly different than Wellington North's program, staff are seeking Council's endorsement that the Township's program will be discontinued, recognizing a sufficient program is now being offered by the County.

Some highlights of the County program's service-level:

- In addition to Arthur and Mount Forest, County will provide yard waste pickup in Kenilworth, Damascus, Conn, Maas Park and Spring Valley mobile home community;
- County will accept yard waste placed in paper bags and reusable cans marked "Yard Waste";

- County will offer pickup in October and November of 2020 (and every spring and fall in future years); and
- County expects small bundles of branches to be tied.

Township will continue to support the County program, using Wellington North communication tools (website, social media) to educate residents on the program and key dates.

FINANCIAL CONSIDERATIONS

Wellington County collects property taxes to provide a service provisions related to solid waste management and disposal for the community.

Wellington North transportation services team members will be able to focus on road maintenance and operations, lawn cutting, garbage collection and other tasks if the Township's existing program is discontinued.

ATTACHMENTS

NA

STRATEGIC PLAN 2019 – 2022

Do the report's recommendations align with our Strategic Areas of Focus?

☒ Yes

☐ No

☐ N/A

Which priority does this report support?

☐ Modernization and Efficiency

☐ Municipal Infrastructure

☒ Partnerships

☐ Alignment and Integration

Prepared By: Matthew Aston, Director of Operations

Recommended By: Michael Givens, Chief Administrative Officer *Michael Givens*



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

www.wellington-north.com

519.848.3620

1.866.848.3620 FAX 519.848.3228

050

Plan to
Simply Explore.
www.simplyexplore.ca

May 19, 2020

Ministry of Transportation
Road Safety Policy Office
Safety Policy and Education Branch
87 Sir William Hearst Avenue
Building "A", Room 212
Toronto, Ontario
M3M 0B4

RE: Regulation Number(s):O. Reg. 316/03 Highway Traffic Act

Thank you for providing the opportunity to comment on proposed amendments to O-Reg 316/03.

Under Schedule 1 of Bill 107, section 6 provides:

*Currently the Act allows regulations and municipal by-laws to be made permitting the operation of off-road vehicles. The Act is amended to specify that such regulations and by-laws may also **prohibit** the operation of off-road vehicles.*

The proposed amendment to O-Reg 316/03 provides:

*This proposal continues to provide municipalities the authority to make by-laws that would **permit** these additional types of ORVs on-road. If these changes are approved a municipality will need to pass a by-law after the regulation takes effect to enable these additional vehicle types.*

The Township of Wellington North supports the wording in Schedule 1 of Bill 107 where municipalities must pass a by-law to prohibit the operation of off-road vehicles so the default would be a permissive use without a by-specifically prohibiting the use.

Yours truly

Karren Wallace

Karren Wallace, Dipl. M.A.
Director of Legislative Services/Clerk



May 19th, 2020 – Centre Wellington, ON - FOR IMMEDIATE RELEASE

Centre Wellington Community Foundation takes part in the new Emergency Community Support Fund

\$75,000 in funding available in Centre Wellington and Wellington North for charities supporting COVID-19 response

The Centre Wellington Community Foundation (CWCF) today announced it will provide \$75,000 to support local charities responding to COVID-19 as part of a new partnership with [Community Foundations of Canada](#), [United Way Centraide Canada](#) and the [Canadian Red Cross](#), funded through the Government of Canada's \$350M Emergency Community Support Fund (ECSF). This vast national effort aims to support vulnerable populations disproportionately affected by COVID-19. The Centre Wellington Community Foundation is one of more than 100 local community foundations across Canada taking part.

"This is a vital step in the fight against COVID-19," says Randall Howard, CWCF Chair. "Local charities and non-profit organizations are working tirelessly to support those in our community who need it most. This additional funding is a much-needed boost to their efforts and significantly accelerates our ongoing consultations and granting through our COVID-19 Fund. We're looking forward to flowing funds quickly to ensure no one in our community is left behind."

The Emergency Community Support Fund was [initially announced](#) on April 21, 2020 by the Prime Minister of Canada. It is part of a broad series of emergency response measures by the Government of Canada.

"Canadian charities and not for profits are always there to help you, in your time of need. But the COVID-19 pandemic is bringing real challenges to these important organizations. With today's announcement, the Government of Canada will be there for them so they can continue to be there for Canadians." - The Honourable Ahmed Hussen, Minister of Families, Children and Social Development. Starting on May 19, the Centre Wellington Community Foundation will begin accepting applications for funding from qualified donees. Grants can be used for a variety of purposes, including to cover staffing or resource needs, purchase assistance and more. Funding will be issued on an ongoing basis through July 2020. Charities and community organizations are



invited to visit the foundation website (www.cwcfoundation.ca) for eligibility and application details.

“At Community Foundations of Canada, our purpose to “relentlessly pursue a future where everyone belongs” has never felt more important than it does right now,” said Andrea Dicks, Community Foundations of Canada President. “We’re grateful for the leadership of local community foundations like the Centre Wellington Community Foundation who have been at the forefront of local response efforts since the pandemic was declared. Thanks to the Government of Canada’s contribution, our network will be able to unlock even more local impact for organizations serving vulnerable groups, helping us set the stage for more inclusive, resilient and sustainable communities.”

-30-

About the Centre Wellington Community Foundation

Centre Wellington Community Foundation (CWCF) is a public, charitable foundation created for and by the people of Centre Wellington. Our mission is to strengthen the Centre Wellington community by helping donors to achieve their giving goals, and by helping local non-profit organizations find resources to support their important work. We have recently started working with Wellington North with the creation of the Wellington North Community Fund and Wellington North Youth Fund.

For more information:

J Raymond Soucy | Executive Director raymond@cwcfoundation.ca, (888) 713-4083
Randall Howard – Board Chair, rhoward@verdexus.com, (519) 957-2226
75 Melville St, Elora, ON N0B 1S0

www.cwcfoundation.ca

Find us on Facebook and Twitter –

Facebook – www.facebook.com/cwcfndn

Twitter - @CWCFdn



The Emergency Community Support Fund

Funded by **Canada**

Registered charitable number: 859545295RR0001

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

BY-LAW NUMBER 049-19

**BEING A BY-LAW TO AUTHORIZE THE SALE OF REAL
PROPERTY BEING PART OF LOT 57 PL 402 ARTHUR VILLAGE;
PART LOT 56 PL 402 ARTHUR VILLAGE; WELLINGTON NORTH
PART OF PIN: 71095-0099 (LT)**

WHEREAS it is deemed to be in the best interests of The Corporation of the Township of Wellington North to convey the following lands:

Part of PART LOT 57 PL 402 ARTHUR VILLAGE; PART LOT 56 PL 402 ARTHUR VILLAGE; WELLINGTON NORTH Part of PIN: 71095-0099 (LT)

***NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH*** enacts as follows:

1. The corporation is authorized to enter into an Agreement of Purchase and Sale agreement with Wightman Communications Ltd. in the form of the draft attached as Schedule "A" for the sale of the lands.
2. The Mayor and the Clerk are hereby authorized and directed to take such and authorize such documents as in the municipal solicitor's opinion are necessary or advisable to carry out the terms of the said agreement.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 1st DAY OF JUNE, 2020.**

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

**AGREEMENT OF PURCHASE AND SALE (the “Agreement” or “APS”)
this 1st day of June, 2020.**

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

(the “Vendor”)

-and-

WIGHTMAN COMMUNICATIONS LTD.

(the “Purchaser”)

WHEREAS the Vendor is the owner, in fee simple, of the lands and premises described in Schedule “A” (the “Township Lands”);

AND WHEREAS the Purchaser agrees to purchase a fifty feet (50’) by one hundred feet (100’) portion of the Township Lands fronting onto Tucker Street as described in Schedule “B” (the “Property”) pursuant to the this APS;

NOW THEREFORE IN CONSIDERATION of the mutual covenants and premises in this Agreement, the parties agree as follows:

**SECTION I
GENERAL**

1. The Purchaser agrees to purchase the Property and the Vendor agrees to sell the Property according to the terms of this Agreement.
2. In consideration of the agreement referred to in the preceding paragraph, the Purchaser shall pay a total Purchase Price of Seventy-five Thousand Dollars (\$75,000) to the Vendor. The Purchase Price shall be paid as follows:
 - (a) One Thousand Dollars (\$1,000) is payable by the Purchaser by certified cheque upon execution of this Agreement, to be held on an interest free basis by the Solicitor for the Vendor as a deposit pending completion of this transaction on account of the Purchase Price on completion, or if this Agreement is not completed through no fault of the Purchaser, the deposit shall be returned to the Purchaser; and
 - (b) The balance of the Purchase Price, subject to adjustments, shall be paid to the Vendor on the Completion Date, by certified cheque.

**SECTION II
PURCHASE OF PROPERTY**

3. Deed
 - (a) The Vendor agrees to deed or transfer the Property to the Purchaser subject to the terms of this Agreement.
4. Completion Date
 - (a) The closing of this transaction shall be July 22, 2020 or such other date as mutually agreed upon (the “Completion Date”) at which time possession of the Property in “as

is, where is” condition shall be given to the Purchaser other than as provided in this APS. The Vendor acknowledges that it has the right and authority to sell the Property.

5. Council Approval

- (a) This transaction is subject to compliance with Section 270 of the Municipal Act, 2001, S.O. 2001, c. 25 as amended and the approval of the Council of The Corporation of the Township of Wellington North in its sole and absolute discretion by by-law. Council approval shall be obtained on or before the Completion Date, or this agreement will be null and void and the deposit returned without interest or deduction.

6. Documents, Reports and Information

- (a) The Vendor will produce and deliver to the Purchaser within twenty-one (21) days of the execution of the APS any documents, reports or information in its possession in respect to the Property. The Purchaser agrees to return all of the above documentation to the Vendor if this transaction is not completed.

SECTION III
CONDITIONS, REPRESENTATIONS AND WARRANTIES

7. “As Is” Condition

- (a) The Purchaser acknowledges that it is acquiring the Property in an “as is” condition and that it must satisfy itself within thirty (30) days of the execution of the APS regarding the condition of the Property including, but not limited to, all existing physical conditions of this Property, environmental conditions, fitness for any purpose, suitability for construction, soil bearing capacity for any building proposed, and the availability of municipal services and utilities necessary for the Purchaser’s proposed use of the Property. The Purchaser acknowledges that the Vendor shall not be responsible for any physical deficiencies of this Property or for any past, present or future environmental liabilities and hereby waives any claims against the Vendor in respect of any environmental liabilities on this Property. The Purchaser agrees to sign a release and indemnity in favour of the Vendor on or before closing with respect to matters set out in the preceding sentence. If the Purchaser is for any reason whatsoever dissatisfied with the Property, it shall deliver written notice to that effect to the Vendor by no later than the time specified herein, and this Agreement shall be terminated and the deposit shall be returned to the Purchaser without interest or deduction. If the Vendor is notified that the condition of the Property is not satisfactory, then the Purchaser shall, prior to receiving its deposit monies back and prior to being entitled to a full release from the Vendor with respect to this Agreement, restore the Property to its original condition as it existed prior to such testing or inspection by the Purchaser, at the Purchaser’s sole expense. If the Purchaser fails to deliver written notice to the Vendor within the time specified herein regarding this condition, this condition shall be deemed to have been waived by the Purchaser.

8. Investigation by the Purchaser

- (a) The Purchaser acknowledges having inspected the Property prior to executing the APS and understands that upon the execution by the parties of this APS, and subject to any conditions herein, there shall be a binding agreement of purchase and sale between the Purchaser and the Vendor. It shall be the Purchaser's responsibility to provide, at its own expense, any soil bearing capacity tests or environmental inspection, as may be required or desired, and the Vendor shall grant the Purchaser access for such testing or inspection at all reasonable times, on reasonable notice, for the purpose of conducting reasonable inspections.

9. Future Use

- (a) The Vendor and the Purchaser agree that there is no condition, express or implied, representation or warranty of any kind that the future intended use of the Property by

the Purchaser is or will be lawful except as may be specifically stipulated elsewhere in this Agreement.

10. Development Covenants and Restrictions

- (a) The Property shall be subject to the development covenants and restrictions more particularly set out in Schedule “C” attached to this APS, which shall survive the completion of this transaction and run with the Property. The development covenants and restrictions shall be registered on title by the Vendor and the cost of registration shall be at the expense of the Purchaser. In the event that the said covenants and restrictions are not registered on title to the Property on or before closing, the Purchaser covenants and agrees to consent to the registration of the covenants and restrictions after closing. The Purchaser agrees that it shall not transfer, assign its rights, interests, liabilities and obligations under this Agreement or to the Property without first ensuring that the proposed assignee or transferee has entered into an assumption agreement in a form satisfactory to the Vendor, acting reasonably, requiring the assignee or transferee to be bound by all of the terms and conditions of this Agreement. In the event of such assignment, the Purchaser’s rights, interests, liabilities and obligations hereunder is released and discharged from any and all liabilities and obligations arising under and pursuant to this Agreement.

11. Property Not for Resale

- (a) The Purchaser covenants that it is purchasing the Property for the construction of a communications building and not for resale purposes.

**SECTION IV
PRIOR TO COMPLETION DATE**

12. Purchaser May Inspect the Property

- (a) The Purchaser, its agents and contractors shall be permitted to inspect the Property as frequently as is reasonably necessary between the date of acceptance hereof and the Completion Date at reasonable times and upon reasonable notice to the Vendor.

13. Insurance

- (a) Pending closing, the Vendor shall hold all insurance policies and the proceeds thereof in trust for the parties as their interest may appear and in the event of damage to the Property. The Purchaser may elect to either receive the proceeds of the insurance and complete the purchase or to cancel the APS and have all the deposit monies paid to the Vendor returned together with all interest earned thereon without deduction.

**SECTION V
COMPLETING THE TRANSACTION**

14. Deed

- (a) The Deed or Transfer of the Property will be prepared at the expense of the Purchaser in a form acceptable to the solicitors for the Purchaser and the Purchaser will pay all Land Transfer Tax, Harmonized Sales Tax, surveying and other costs in connection with the registration of it.

15. Electronic Registration

- (a) The parties agree that the transaction shall be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, c.L.4 as amended. The parties acknowledge and agree that the delivery and release of documents may, at the discretion of the lawyer: a) not occur contemporaneously with the registration of the transfer/deed and other registerable documentation, and b) be subject to conditions whereby the lawyer receiving documents and/or money will be

required to hold them in trust and not release them except in accordance with the terms of a written agreement between the lawyers entered into in the form of the Document Registration Agreement adopted by the Joint LSUC-OBOA Committee on Elective Registration of Title Documents.

16. Survey or Reference Plan

- (a) The parties acknowledge that a Reference Plan shall be registered on title and will be used to provide a registrable description of the Property.

17. Letters and Reports from Officials of the Vendor

- (a) On or before the requisition date, the Vendor agrees to provide to the Purchaser, at the Vendor's expense, letters or reports from the Fire Chief of the Township of Wellington North and the Building and Zoning Department of the Township of Wellington North regarding the status of compliance with all codes, by-laws, rules and regulations with respect to the Property and the buildings located thereon.

18. Examination of Title

- (a) Title to the Property shall be good and marketable and free from all encumbrances except for any service easements or rights-of-way to be reserved in favour of the Vendor and for any easements or rights-of-way registered on title and any minor encroachments shown on the survey or Reference Plan delivered to the Purchaser.
- (b) The Purchaser is allowed thirty (30) days from the execution of the APS to examine the title to the Property. If on or before this date the Purchaser furnishes the Vendor in writing with any valid objections: to the title; to any undisclosed outstanding work orders; to undisclosed non-compliance with the municipal by-laws or covenants and restrictions which run with the land and cannot be resolved before the Completion Date; as to any objection of which the Vendor shall be unable to remedy or correct by the Completion Date and which the Purchaser will not waive, then this APS shall, notwithstanding any intermediate acts or negotiations, be terminated and the deposit shall be returned to the Purchaser without deduction and the Vendor and the Purchaser shall not be liable for any costs, damages, compensation or expenses.

19. Vendor to Discharge all Encumbrances

- (a) The Vendor agrees to obtain and register at its own expense, on or before the Completion Date, a discharge of all liens, encumbrances, agreements and mortgages now registered against the Property and not assumed by the Purchaser. The Vendor further covenants and agrees to discharge, on or before the Completion Date, any and all liens, chattel mortgages, assignments or any other security interest given by the Vendor against its personal Property.

20. Adjustments

- (a) The Vendor agrees that all security deposits, if any, held by the Vendor including interest thereon shall be credited to the Purchaser in the Statement of Adjustments prepared for the Completion Date.
- (b) Any rents, mortgage, interest, taxes, local improvements, water and assessment rates shall be apportioned and allowed to the Completion Date, the day itself to be apportioned to the Purchaser.

21. Deliveries by the Vendor To The Purchaser on Closing

- (a) The Vendor covenants and agrees to deliver to the Purchaser on the Completion Date, all such deliveries to be a condition of the Purchaser's obligation to close this transaction, the following:
 - (i) a deed of the Property;
 - (ii) any survey or reference plan of the Property in the possession of the Vendor;

- (iii) a Statutory Declaration by an authorized officer of the Vendor stating that accurateness and truthfulness of all of the representations and warranties;
- (iv) a Statutory Declaration by an authorized officer of the Vendor as to possession of the Property in a form acceptable to the solicitors for the Purchaser;
- (v) a Statutory Declaration by an authorized officer of the Vendor that it is not now, and upon completion will not be, a “non-resident person” within the meaning and for the purpose of Section 116 of the *Income Tax Act*, R.S.C., 1985, c. 1 (5th Supp.) as amended;
- (vi) certified copies of all appropriate Certificates, By-Laws and other documents of Vendor authorizing the transaction herein; and,
- (vii) such further documentation and assurances as the Purchaser may reasonably require to complete the transaction contemplated by the APS.

22. Harmonized Sales Tax

- (a) The parties acknowledge and agree that this transaction is subject to the Harmonized Sales Tax (HST) under the *Excise Tax Act*, R.S.C., 1985, c. E-15 (the “Act”) and that the Purchase Price does not include HST. The Vendor shall provide the Purchaser with its HST Business Number. The Purchaser shall pay to the Vendor any HST imposed under the Act payable in connection with the transfer of the Property to the Purchaser, or as it may direct, unless the Purchaser or its nominee, or its assignee, provides:
 - (i) a certificate on or before the Completion Date containing a representation and warranty to the Vendor that:
 - (1) it is registered for the purpose of the HST on the Completion Date and specifying the HST registration number;
 - (2) it will self-assess the HST on its GST/HST return or file the prescribed form pursuant to subsection 228(4) of the Act in connection with the purchase of the Property; and,
 - (3) the Property transferred pursuant to this APS is being purchased by the Purchaser, or its nominee or assignee, as principal for its own account and is not being purchased by the Purchaser as agent, trustee or otherwise on behalf of or for another person, and does not constitute a supply of residential complex made to an individual for the purpose of paragraph 221 (2)(b) of the Act;
 - (ii) an indemnity, indemnifying and saving harmless the Vendor from any HST payable on this transaction and penalty and interest relating to HST; and,
 - (iii) a notarial true copy of its HST registration confirmation.

SECTION VI MISCELLANEOUS

23. Post-Closing Representations and Covenants

- (a) The Purchaser represents and covenants that it shall install dark fibre to Wellington North’s top 10 priority locations within the geographic area of the former Village of Arthur at no cost to the Vendor as part of the Arthur Fibre to the Home (FTTH) Project.
- (b) The Vendor represents and covenants that it shall provide a staging location 491 Eliza Street, Arthur referred to as the Arthur snow dump at no cost to the Purchaser.
- (c) The Vendor represents and covenants that it shall pay for its own human and other resources required to support the Arthur FTTH project including locate efforts.

- (d) The representations and covenants detailed in paragraphs 23(a) to 23(c) above shall survive closing.
24. Entire Agreement
- (a) There is no representation, warranty, collateral agreement or condition affecting this Agreement of the Property other than expressed herein.
25. Tender
- (a) Any tender of documents or moneys hereunder may be made upon the solicitor acting for the party upon whom tender is desired, and it shall be sufficient that a negotiable, certified cheque may be tendered instead of cash.
26. Time of Essence
- (a) Time shall be of the essence of this Agreement.
27. Planning Act
- (a) This Agreement shall be effective only if the provisions of Section 50 of the Planning Act, R.S.O. 1990, c.P.13, as amended are complied with.
28. Notices
- (a) All notices in this Agreement shall be in writing and shall be deemed to have been given if delivered by hand or mailed by ordinary mail, postage prepaid, addressed to the solicitor for the person to whom such notice is intended to be given at the following address:

Solicitors for the Vendor:

Kraemer LLP
ATTENTION: Patrick J. Kraemer
904 – 50 Queen St. N.
Kitchener ON N2H 6P4
Phone: (519) 954-1965
Fax: (519) 954-1966
Email: patrick@kraemerllp.com

Solicitors for the Purchaser:

Madorin, Snyder LLP
ATTENTION: Bruce Lackenbauer
55 King Street West, P O Box 1234
Kitchener, ON N2G 4G9
Phone: (519) 744-4491
Fax: (519) 741-8060
Email: blackenbauer@kw-law.com

If mailed, such notices must also be given by facsimile transmission on the date it was so mailed. If so given, such notices shall be deemed to have been received on the first business day following the date it was delivered or marked mailed out.

29. Successors and Assigns
- (a) The Purchaser shall be permitted to assign all of its right, title and interest in and to this APS with the Vendor's written approval which shall not be unreasonably withheld. Subject to the restrictions in the preceding sentence, the Vendor agrees to engross the Transfer/Deed of Land as directed by the Purchase on the completion Date as the Purchaser may elect, and the Vendor agrees to complete the transaction contemplated by this APS on the Completion Date with such assignee or nominee.

The Purchaser is released from all liability hereunder, if it assigns its interest in this APS. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

30. Schedules

- (a) The following Schedules shall form an integral part of this Agreement:
 - (i) Schedule “A” Description of the Township Lands;
 - (ii) Schedule “B” Description of Property; and,
 - (iii) Schedule “C” Development Covenants.

31. Acceptance by Fax or Email

- (a) The Purchaser and Vendor acknowledge and agree that the communication of this Agreement of Purchase and Sale may be transmitted by way of facsimile or electronic mail, and that they agree to accept such signatures and documents to be legal and binding upon them.

32. Counterparts

- (a) This agreement may be signed in any number of counterparts, each of which is considered to be an original, and all of which are considered to be the same documents.

33. Severability

- (a) If any provision of this Agreement, or the application thereof to any circumstances, shall be held to be invalid or unenforceable, then the remaining provisions of this Agreement, or the application thereof to other circumstances, shall not be affected, and shall be valid and enforceable.

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IN WITNESS WHEREOF the parties have executed this Agreement.

The Corporation of the Township of Wellington North

Andrew Lennox
Mayor

Karren Wallace
Clerk

We have authority to bind The Corporation of the Township of Wellington North.

Wightman Communications Ltd.

Per:

Name:
Title:

Name:
Title:
I/We have authority to bind the Corporation.

SCHEDULE “A”
LEGAL DESCRIPTION OF THE TOWNSHIP LANDS

ALL AND SINGULAR that certain parcel or tract of land and premises situated, lying and being in the Township of Wellington North in the County of Wellington, being comprised of:

LT 44 PL 402 ARTHUR VILLAGE; LT 45 PL 402 ARTHUR VILLAGE; LT 46 PL 402 ARTHUR VILLAGE; LT 47 PL 402 ARTHUR VILLAGE; LT 57 PL 402 ARTHUR VILLAGE; LT 58 PL 402 ARTHUR VILLAGE; LT 59 PL 402 ARTHUR VILLAGE; PT LT 28 PL 402 ARTHUR VILLAGE; PT LT 42 PL 402 ARTHUR VILLAGE; PT LT 43 PL 402 ARTHUR VILLAGE; PT LT 48 PL 402 ARTHUR VILLAGE; PT LT 56 PL 402 ARTHUR VILLAGE; PT VICTORIA CRES PL 402 ARTHUR VILLAGE PT 2, 60R3431 AS CLOSED BY RON10381; WELLINGTON NORTH

PIN: 71095-0099 (LT)

LRO #61

**SCHEDULE “B”
LEGAL DESCRIPTION OF THE PROPERTY**

ALL AND SINGULAR that certain parcel or tract of land and premises situated, lying and being in the Township of Wellington North in the County of Wellington, being comprised of:

Part of:

PART LOT 57 PL 402 ARTHUR VILLAGE; PART LOT 56 PL 402 ARTHUR VILLAGE;
WELLINGTON NORTH

Part of PIN: 71095-0099 (LT)

Being the lot approximately 50’ x 100’ fronting onto Tucker Street, Part 1, Draft Reference Plan by Van Harten Surveying Inc. dated May 23, 2020 to be deposited before closing.

SCHEDULE “C” DEVELOPMENT COVENANTS

1. Title Control

- (a) The owner or owners of the property (the “Owner”) upon which these development covenants attach (the “Property”) covenants and agrees that it may not use the Property for its intended use of a communication building approximately 16’ by 20’ (no water or sewer required) and may not retain ownership of the Property unless the Owner has constructed a building for such use including obtaining a building permit for a permanent building with a minimum building coverage of five percent (5%) of the total area of the Property. The Owner further covenants and agrees to commence construction of a permanent building on the Property which complies with the permitted uses of the Property’s zoning within one (1) year of the date the Owner took title to the Property being the date of registration of transfer (the “Completion Date”) and to substantially complete the construction of the said building in conformity with an approved site plan within eighteen (18) months from the Completion Date of this transaction.
- (b) In the event that the Owner has not obtained a building permit in accordance with the provisions of subclause 1.a) above, the Owner may request from The Corporation of the Township of Wellington North (the “Township of Wellington North”), in writing, an extension of the time specified in subclause 1.a) above up to a maximum extension period of six (6) months, (such extension, the “Extended Time”) upon payment by the Owner to the Township of Wellington North of a performance deposit equal to ten (10%) percent of the purchase price of the Property (the “Performance Deposit”). The Performance Deposit shall be refunded to the Owner, without interest, upon the Owner’s compliance with and completion of the provisions of subclause 1.a) above within the Extended Time. In the event that the Owner fails to complete construction within the Extended Time, then the Township of Wellington North shall, in addition to its other rights and remedies as set out herein or otherwise, be entitled to retain the Performance Deposit as liquidated damages and not as a penalty, in partial or full satisfaction of the Township of Wellington North’s damages.
- (c) If the Owner does not comply with the provisions of subclause 1.a) above within the periods therein specifically set out or within the Extended Time, the Owner, will, at the option of the Township of Wellington North by notice in writing to the Owner, re-convey good title to the Property to the Township of Wellington North, free and clear of all encumbrances, in consideration for payment by the Township of Wellington North to the Owner of 90% of the purchase price paid by the Owner to the Township of Wellington North for the conveyance of the Property in the first instance (the “Discounted Consideration”). The re-conveyance shall be completed within sixty (60) days of the notice set out in this subclause. The Township of Wellington North shall be allowed to deduct from the Discounted Consideration all of its reasonable costs, realty commission and legal fees incurred with respect to the original conveyance of the Property by the Township of Wellington North to the Owner, as well as the costs of the Township of Wellington North in re-acquiring the Property, including without limitation, realty commission, registration costs, land transfer tax, legal fees and such other costs as reasonably incurred by the Township of Wellington North. The Township of Wellington North shall not be required to pay for any improvements that may have been made, constructed, installed or performed by the Owner on the Property.
- (d) Subject to subclause 1.c) above, the Owner covenants that it will not sell the Property or any part thereof to any person, firm or corporation without first offering, in writing, to sell the Property to the Township of Wellington North for consideration equal to or less than the consideration paid by the Owner to the Township of Wellington North in the original conveyance of the Property less the costs of the Township of Wellington North incurred in re-acquiring the Property, including without limitation, real estate commission, land transfer tax, registration costs, legal fees and such other costs as reasonably incurred by the Township of Wellington North, provided however that the

Owner may sell or transfer the Property to a subsidiary or affiliate corporation as defined in the Business Corporations Act, R.S.O. 1990, c.B.16 as amended, provided such subsidiary assumes and confirms its acceptance of the within covenants and restrictions and expressly undertakes in writing to comply with them in such form as the Township of Wellington North may require. The Township of Wellington North shall have ninety (90) days from the receipt of an offer made by the Owner under this subclause, to accept such offer which acceptance shall be in writing. If the Township of Wellington North does not accept an offer to sell made by the Owner under the provisions of this subclause, the Township of Wellington North's right to repurchase the Property so offered shall terminate. However, the remaining provisions of this clause 1 as well as other provisions herein shall continue in full force and effect. The limitation contained in this subclause, will expire upon the Owner fulfilling all of the building requirements as set out in subclauses 1.a) and 1.b) above.

2. Township of Wellington North Option on Vacant Portion of Land

- (a) The Township of Wellington North shall have the option to repurchase such vacant portion of the Property not used by the Owner for the construction of an initial building thereon provided such land is not reasonably ancillary to the Owner's use and occupation of the said building. The option shall be exercisable by the Township of Wellington North for consideration equal to the per square foot consideration paid by the Owner to the Township of Wellington North in the original conveyance of the Property, less the costs of the Township of Wellington North incurred in re-acquiring the subject portion of the Property, including without limitation, real estate commission, land transfer tax, registration costs, legal fees and such other costs as reasonably incurred by the Township of Wellington North.

3. Occupation of Building

- (a) If the Owner or a lessee thereof fails to occupy the building within six (6) months after satisfying the provisions of subclauses 1.a) and 1.b) above with respect to the completion of the building, and for so long as the building remains unoccupied, beginning on the first day following the six (6) month period after satisfying the provisions of subclauses 1.a) and 1.b) above, the Owner shall pay to the Township of Wellington North as liquidated damages, quarterly amounts equal to the difference in Property tax between what is being paid by the Owner as Property tax for the Property when deemed vacant land and what would be paid as Property tax by the Owner for the Property if the building was occupied. If any such payment is not duly remitted by the Owner, interest shall be calculated on the balance owing in the same manner and shall be paid at the same rate to the Township of Wellington North as interest is calculated and paid to the Township of Wellington North on unpaid taxes.
- (b) In the event that the Owner or the Owner's lessee has not occupied the building in accordance with the provisions of subclause 3.a) above, the Owner may request, in writing, that the Township of Wellington North extend the time for occupation of the building for a maximum period of 6 months, which request the Township of Wellington North shall review and may approve in its sole and absolute discretion. Additional Extensions can be granted at the option of the Township of Wellington North, upon written request from the Owner prior to the expiry of any prior extensions granted by the Township of Wellington North.

4. Assignment of Covenants

- (a) The Owner acknowledges and agrees that the covenants and restrictions herein shall run with the title to the Property. The Owner, for itself, its successors, heirs, and assigns in title from time to time of all or any part or parts of the Property will observe and comply with the stipulations, restrictions, and provisions herein set forth (the "Restrictions"), and covenants that nothing shall be erected, fixed, placed or done upon the Property or any part thereof in breach or in violation or contrary to the Restrictions or the provisions of the agreement of purchase and sale between the Owner and the Township of Wellington North and that the Owner will require every subsequent purchaser or every successor in title to assume and acknowledge the binding effect of this document, as well as, covenant to observe and comply with the

Restrictions and other covenants herein, and the surviving provisions of this Agreement of Purchase and Sale.

5. Force Majeure

- (a) If the Owner shall be unable to fulfill, or shall be delayed or restricted in fulfilling any of the obligations set out herein due to any act or neglect of the Township of Wellington North or any of its employees, or due to strikes, walkouts, lockouts, fire, unusual delay by common carriers, or by any other cause beyond the Owner's reasonable control, then the time for fulfilling any such obligations shall be extended for such reasonable time as may be required by the Owner to fulfill such obligation.

6. Right to Waive

- (a) Notwithstanding anything herein contained, the Township of Wellington North and its successors shall have the power by instrument or instruments in writing from time to time to waive, alter or modify the herein covenants and restrictions with respect to their application to any part of the Property without notice to or approval from the Owner or notice to or approval from the owners of any other adjacent or nearby lands.



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

Our Cultural Moment for June celebrates the Arthur Lions Club and BMX Skateboard Park

Founded in 1917, Lions Club International is the world's largest service club organization with over 46,000 clubs and 1.35 million members. Lions do whatever is needed to help their local communities and share a core belief: community is what we make it.

The Arthur Lions Club received its charter in 1939 and since then, the group has given their valuable time and effort to improve our community. The Club supports many different groups and organizations, including minor sports programs, the agricultural society, CNIB, Easter Seals, Groves Hospital and with the help of local organizations, the Club also distributes food hampers at Christmas time.



In November 2017, the Lions Club approached the Township with the idea of installing a BMX Skateboard Park. The Park is to open by 2022, in time for the village of Arthur to celebrate its 150th anniversary. Located on the Arthur Fairgrounds and fronting Eliza Street, the Park will be open to skateboards, scooters and bikes. The preliminary design includes a pump track, cement pad with various features and a circular dirt path with ramps.

The Arthur Lions Club has set a fundraising goal of \$250,000 and to date, has raised approximately \$68,000 towards the project. Fundraising events have unfortunately been paused due to COVID-19 and the Club is thinking of new ways to reach out to the community and beyond. If you are interested in donating towards the project, please connect with Lions Club President Al Rawlins:

alanjrawlins@gmail.com.

Submitted by: The Arthur BMX/Skateboard Park Ad-Hoc Advisory Committee

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

BY-LAW NUMBER 050-20

**BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE
COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF
WELLINGTON NORTH AT ITS REGULAR MEETING HELD ON JUNE
1, 2020**

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

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

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

1. The action of the Council of the Corporation of the Township of Wellington North taken at its meeting held on June 1, 2020 in respect of each motion and resolution passed and other action taken by the Council of the Corporation of the Township of Wellington North at its meeting, is hereby adopted and confirmed as if all such proceedings were expressly embodied in this By-law.
2. That the Mayor and the proper officials of the Corporation of the Township of Wellington North are hereby authorized and directed to do all things necessary to give effect to the action of the Council of the Corporation of the Township of Wellington North referred to in the proceeding section hereof.
3. The Mayor and the Clerk are authorized and directed to execute all documents necessary in that behalf and to affix thereto the Seal of the Corporation of the Township of Wellington North.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 1ST DAY OF JUNE, 2020.**

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK