

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH AGENDA  
OF REGULAR COUNCIL MEETING – JUNE 22, 2020 - 7:00 P.M.  
CLOSED SESSION TO FOLLOW OPEN SESSION (via telephone conference call)  
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/88584971945>

Or join by phone:

Canada: 855 703 8985 (Toll Free)

Webinar ID: 885 8497 1945

International numbers available: <https://us02web.zoom.us/j/88584971945>

**PAGE  
NUMBER**

**CALLING TO ORDER**

**ADOPTION OF THE AGENDA**

Recommendation:

*THAT the Agenda for the June 22, 2020 Regular Meeting of Council be accepted and passed.*

**DISCLOSURE OF PECUNIARY INTEREST**

**PRESENTATIONS**

- |   |     |
|---|-----|
| 1. RLB Chartered Professional Accountants   | 001 |
| <ul style="list-style-type: none"><li>• 2019 Financial Overview</li><li>• Summary of Key Operating Measures</li></ul> |     |

Recommendation:

*THAT Council of the Corporation of the Township of Wellington North receive Consolidated Financial Statements for the year ended December 31, 2019 as amended;*

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

**ADOPTION OF MINUTES OF COUNCIL AND PUBLIC MEETING**

- |   |     |
|---|-----|
| 1. Regular Meeting of Council, June 1, 2020 | 029 |
|---|-----|

Recommendation:

*THAT the minutes of the Regular Meeting of Council held on June 1, 2020 be adopted as circulated.*

**BUSINESS ARISING FROM PREVIOUS MEETINGS OF COUNCIL**

**ITEMS FOR CONSIDERATION**

**1. MINUTES**

- |  |     |
|--|-----|
| a. Mount Forest District Chamber of Commerce, May 12, 2020 | 035 |
|--|-----|

Recommendation:

*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 May 12, 2020.*

- b. Arthur Chamber of Commerce, May 12, 2020 040

Recommendation:

*THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Arthur Chamber of Commerce meeting held on May 12, 2020.*

- c. Arthur BMX/Skateboard Park Ad-Hoc Advisory Committee, June 10, 2020 043

Recommendation:

*THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Arthur BMX/Skateboard Park Ad-Hoc Advisory Committee meeting held on June 10, 2020.*

## 2. PLANNING

- a. Report DC 2020-15, H. Bye Construction Limited, Draft Plan of Subdivision Agreement, London Road/Broomer Crescent, Mount Forest, Ontario 045

Recommendation:

*THAT Council of the Corporation of the Township of Wellington North receive Report DC 2020-015 being a report on H. Bye Construction Limited Draft Plan of Subdivision Agreement – London Road/Broomer Crescent, Mount Forest, Ontario.*

*AND FURTHER THAT the Corporation enter into a Subdivision Agreement with H. Bye Construction Limited, in the form, or substantially the same form as the draft Agreement;*

*AND FURTHER THAT the Mayor and the Clerk of the Corporation be authorized and directed to sign the Agreement on behalf of the Corporation.*

- b. Report DC 2020-016, Allan & Catherine Sharpe, Site Plan Agreement, 310 Sligo Road West, Mount Forest 049

Recommendation:

*THAT Council of the Corporation of the Township of Wellington North receive Report DC 2020-016 regarding the Final Approval of the Allan & Catherine Sharpe Site Plan Agreement.*

## 3. ECONOMIC DEVELOPMENT

- a. Report EDO 2020-009 Economic Development Office Update 059

Recommendation:

*THAT Council of the Corporation of the Township of Wellington North receive for information Report EDO 2020-009 being an update from the Economic Development Office.*

- b. Report EDO 2020-011 Community Improvement Program 068

Recommendation:

*THAT Council of the Corporation of the Township of Wellington North receive the Report EDO 2020-011 Community Improvement Program;*

AND FURTHER THAT Council approve grants as follows:

- up to \$10,000 to Cordon Canada Ltd. for the planned improvements to 250 Main Street South in Mount Forest
- \$2,500 Façade Improvement grant to 2452238 Ontario Inc. owners of the building at 281 Main Street South in Mount Forest.
- \$2,500 Façade Improvement grant to Claudette Liske owner of the building at 190 Main Street South in Mount Forest.
- \$2,500 Façade Improvement Grant and \$400 Application Fees Grant to Northview Properties (Darryl Good) @ 392 Main Street North, Mount Forest

c. EDO 2020-012 Connecting Link Streetscape Enhancements Update 073

Recommendation:

*THAT Council of the Corporation of the Township of Wellington North receive the Report EDO 2020-012 Connecting Link Streetscape Enhancements Update;*

*AND FURTHER THAT Council support the recommendations and plan outlined in this report to engage with the Arthur Chamber of Commerce, BIA and Township Engineer.*

#### 4. FINANCE

a. Cheque Distribution Report, June 17, 2020 075

Recommendation:

*THAT the Council of the Corporation of the Township of Wellington North receive the Cheque Distribution Report dated June 17, 2020.*

b. Report TR2020-08 being a report on County Financial Relief Measures and update on current year Township financial health 079

Recommendation:

*THAT the Council of the Corporation of the Township of Wellington North receive Report TR2020-08 being a report on County Financial Relief Measures, and update on current year Township financial health;*

*AND FURTHER THAT the Council direct staff to issue the June 2020 County levy instalment in full, and defer the Education payments to the Province due in quarters 2 and 3 to optimize cash flow for the Township, and offset collection delays born by Township response to the COVID-19 global pandemic.*

#### 5. FIRE

a. Report DFC 2020-01 Social Media Policy for Fire 085

Recommendation:

*THAT the Council of the Corporation of the Township of Wellington North receive Report DFC 2020-001 being a report on the Wellington North Fire Services Social Media Policy;*

*AND FURTHER THAT Council approve the Wellington North Fire Services social media policy.*

6. OPERATIONS

- a. Report OPS 2020-011 being a report on the Township's drainage superintendent services 098

Recommendation:

*THAT the Council of the Corporation of the Township of Wellington North receive Report OPS 2020-011 being a report on the Township's drainage superintendent services;*

*AND FURTHER THAT Council direct staff work with Town of Minto in developing an agreement for the hiring of a full-time shared municipal drainage superintendent; and*

*AND FURTHER THAT Council direct staff to bring the agreement for review and approval to a future meeting of Council.*

7. COUNCIL

- a. Ministry of Municipal Affairs and Housing correspondence, dated June 4, 2020, regarding funding for reliable broadband access across Ontario 101

Recommendation:

*THAT the Council of the Corporation of the Township of Wellington North receive the correspondence, dated June 4, 2020, from the Ministry of Municipal Affairs and Housing regarding funding for reliable broadband access across Ontario.*

- b. Township of Puslinch correspondence, dated June 3, 2020, regarding Council Resolution No. 2020-104 passed at the April 22, 2020 Township of Puslinch Council Meeting regarding motions for support for Conservation Authorities 103

Recommendation:

*THAT the Council of the Corporation of the Township of Wellington North receive correspondence, dated June 3, 2020, from the Township of Puslinch regarding Council Resolution No. 2020-104 passed at the April 22, 2020 Township of Puslinch Council Meeting regarding motions for support for Conservation Authorities.*

**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 22, 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 051-20 being a by-law to enter into a Mutual Drain Agreement with 1581715 Ontario Limited, Lynmur Valley Inc., The Corporation of the Town of Grand Valley and The Township of Wellington North | 110 |
| b. By-law Number 052-20 being a by-law to enter into a Mutual Drain Agreement with Van Dongen, Cherri and Dasilva and the Township of Wellington North   | 124 |
| c. By-law Number 053-20 being a by-law to authorize a Subdivision Agreement (H. Bye Construction Limited)  | 135 |

### Recommendation:

THAT By-law Number 051-20, 052-20 and 053-20 be read a First, Second and Third time and enacted.

## CULTURAL MOMENT

Celebrating Ian Turner

183

## CLOSED MEETING SESSION

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

- (d) labour relations or employee negotiations
- (k) a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board.

Recommendation:

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

- (d) labour relations or employee negotiations*
- (k) a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board.*

### 1. REPORTS

- a. Report EDO 2020-013 Queens Hotel Development
- b. Report HR 2020-001 Employee Remuneration

### 2. REVIEW OF CLOSED SESSION MINUTES

- May 19, 2020

### 3. RISE AND REPORT FROM CLOSED MEETING SESSION

Recommendation:

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

Recommendation:

*THAT the Council of the Corporation of the Township of Wellington North receive Report EDO 2019-013 being a report on the Queens Hotel Development;*

*AND FURTHER THAT Council approve the confidential direction given to staff.*

Recommendation:

*THAT the Council of the Corporation of the Township of Wellington North receive Report HR 2020-001 being a report on Employee Remuneration;*

*AND FURTHER THAT Council approve the confidential direction given to staff.*

Recommendation:

*THAT the Council of the Corporation of the Township of Wellington North approve the Closed Meeting Minutes of the May 19, 2020 Council Meeting*

## CONFIRMING BY-LAW

184

Recommendation:

*THAT By-law Number 054-20 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 22, 2020, 2020 be read a First, Second and Third time and enacted.*

## ADJOURNMENT

Recommendation:

*THAT the Regular Council meeting of June 22, 2020 be adjourned at \_\_\_\_ p.m.*

## MEETINGS, NOTICES, ANNOUNCEMENTS

Recreation, Parks & Leisure Committee – via video conference	Tuesday, July 7, 2020	1:00 p.m.
Regular Council Meeting – via video conference	Monday, July 13, 2020	7:00 p.m.
Arthur BIA	July 15, 2020	7:30 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**  
**CONSOLIDATED FINANCIAL STATEMENTS**  
**FOR THE YEAR ENDED DECEMBER 31, 2019**

DRAFT



**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH**  
**INDEX TO THE CONSOLIDATED FINANCIAL STATEMENTS**  
**YEAR ENDED DECEMBER 31, 2019**

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	Page
<b>THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH</b>	
INDEPENDENT AUDITOR'S REPORT	3 - 4
CONSOLIDATED FINANCIAL STATEMENTS	
Consolidated Statement of Financial Position	5
Consolidated Statement of Operations	6
Consolidated Statement of Change in Net Financial Assets	7
Consolidated Statement of Cash Flow	8
Notes to the Consolidated Financial Statements	9 - 16
Consolidated Schedule of Segmented Disclosure	17
Consolidated Schedule of Tangible Capital Assets	18
Consolidated Schedule of Accumulated Surplus	19
<b>TRUST FUNDS</b>	
INDEPENDENT AUDITOR'S REPORT	21 - 22
FINANCIAL STATEMENTS	
Statements of Financial Position and Continuity	22
Notes to the Financial Statements	23

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## INDEPENDENT AUDITOR'S REPORT

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

### Opinion

We have audited the accompanying consolidated financial statements of The Corporation of the Township of Wellington North, which comprise the consolidated statement of financial position as at December 31, 2019 and the consolidated statements of operations, change in net financial assets and cash flow for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, these consolidated financial statements present fairly, in all material respects, the financial position of The Corporation of the Township of Wellington North as at December 31, 2019 and the results of its operations and its cash flows for the year then ended in accordance with Canadian public sector accounting standards.

### Basis of Opinion

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

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

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

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

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

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

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

A further description of the auditor's responsibilities for the audit of the consolidated financial statements is located at RLB LLP's website at: [www.rlb.ca/additional-auditor-responsibilities-consolidated](http://www.rlb.ca/additional-auditor-responsibilities-consolidated). This description forms part of our auditor's report.

Guelph, Ontario  
June 22, 2020

Chartered Professional Accountants  
Licensed Public Accountants

DRAFT

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH  
CONSOLIDATED STATEMENT OF FINANCIAL POSITION  
AS AT DECEMBER 31, 2019

	2019	2018 (note 14)
<b>FINANCIAL ASSETS</b>		
Cash (note 2)	\$ 23,896,221	\$ 24,108,534
Investments	10,646	10,646
Taxes receivable	1,005,584	1,027,207
Trade and other receivables	2,569,370	3,258,237
Long term receivables (note 3)	245,915	83,453
Investment in Wellington North Power Inc. (note 4)	<u>5,275,957</u>	<u>5,081,419</u>
	<u>33,003,693</u>	<u>33,569,496</u>
<b>LIABILITIES</b>		
Accounts payable and accrued liabilities	3,225,930	3,102,218
Deferred revenue (note 6)	1,906,474	4,087,815
Long term debt (note 5)	<u>2,399,468</u>	<u>3,656,692</u>
	<u>7,531,872</u>	<u>10,846,725</u>
<b>NET FINANCIAL ASSETS</b>	<u>25,471,821</u>	<u>22,722,771</u>
<b>NON-FINANCIAL ASSETS</b>		
Tangible capital assets (schedule 2)	115,477,864	112,024,088
Prepaid expenses	<u>27,848</u>	<u>25,193</u>
	<u>115,505,712</u>	<u>112,049,281</u>
<b>ACCUMULATED SURPLUS</b> (schedule 3)	<u>\$140,977,533</u>	<u>\$134,772,052</u>

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH**  
**CONSOLIDATED STATEMENT OF OPERATIONS**  
**FOR THE YEAR ENDED DECEMBER 31, 2019**

	<b>2019 Budget (note 8)</b>	<b>2019 Actual</b>	<b>2018 Actual (note 14)</b>
<b>REVENUE</b>			
Net taxation/user charges	\$ 7,753,925	\$ 7,900,251	\$ 7,496,379
Fees and service charges	5,712,917	5,764,814	5,647,657
Grants	2,512,278	3,284,439	3,708,559
Other income (note 7)	1,468,939	2,127,489	1,756,263
Obligatory reserve funds revenue recognized (note 6)	<u>0</u>	<u>3,370,112</u>	<u>1,459,998</u>
	<u>17,448,059</u>	<u>22,447,105</u>	<u>20,068,856</u>
<b>EXPENSES (schedule 1)</b>			
General government	2,368,960	1,760,257	1,527,923
Protection to persons and property	1,311,525	1,564,840	1,558,272
Transportation services	6,246,737	6,732,098	6,120,270
Environmental services	3,755,294	3,597,509	3,271,463
Health services	60,602	53,465	51,960
Recreation and cultural services	2,152,838	2,099,204	1,934,823
Planning and development	<u>118,809</u>	<u>434,251</u>	<u>353,722</u>
	<u>16,014,765</u>	<u>16,241,624</u>	<u>14,818,433</u>
<b>ANNUAL SURPLUS</b>	<u>\$ 1,433,294</u>	<u>\$ 6,205,481</u>	<u>\$ 5,250,423</u>
<b>ACCUMULATED SURPLUS at beginning of year</b>		\$134,772,052	\$129,521,629
Annual surplus		<u>6,205,481</u>	<u>5,250,423</u>
<b>ACCUMULATED SURPLUS at end of year</b>		<u>\$140,977,533</u>	<u>\$134,772,052</u>

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH  
CONSOLIDATED STATEMENT OF CHANGE IN NET FINANCIAL ASSETS  
FOR THE YEAR ENDED DECEMBER 31, 2019

	2019 Budget (note 8)	2019 Actual	2018 Actual (note 14)
<b>Annual surplus</b>	\$ <u>1,433,294</u>	\$ <u>6,205,481</u>	\$ <u>5,250,423</u>
Acquisition of tangible capital assets	(8,840,484)	(8,840,484)	(7,924,779)
Amortization of tangible capital assets	5,104,210	5,347,824	5,104,210
(Gain) loss on disposal of tangible capital assets	(15,000)	(133,568)	30,012
Proceeds on disposal of tangible capital assets	<u>0</u>	<u>172,452</u>	<u>284,328</u>
	<u>(3,751,274)</u>	<u>(3,453,776)</u>	<u>(2,506,229)</u>
Change in prepaid expenses	<u>0</u>	<u>(2,655)</u>	<u>(7,278)</u>
<b>(DECREASE) INCREASE IN NET FINANCIAL ASSETS</b>	\$ <u>(2,317,980)</u>	2,749,050	2,736,916
<b>NET FINANCIAL ASSETS at beginning of year</b>		<u>22,722,771</u>	<u>19,985,855</u>
<b>NET FINANCIAL ASSETS at end of year</b>		\$ <u>25,471,821</u>	\$ <u>22,722,771</u>

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH**  
**CONSOLIDATED STATEMENT OF CASH FLOW**  
**FOR THE YEAR ENDED DECEMBER 31, 2019**

	<b>2019</b>	<b>2018</b> (note 14)
<b>CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES</b>		
Annual surplus for the year	\$ <u>6,205,481</u>	\$ <u>5,250,423</u>
Items not requiring an outlay of cash		
Amortization	5,347,824	5,104,210
(Gain) loss on disposal of tangible capital assets	(133,568)	30,012
Share of income of Wellington North Power Inc.	<u>(250,212)</u>	<u>(317,045)</u>
	<u>4,964,044</u>	<u>4,817,177</u>
	<u>11,169,525</u>	<u>10,067,600</u>
Net changes in non-cash working capital		
Taxes receivable	21,623	544,133
Trade and other receivables	688,867	(863,255)
Accounts payable and accrued liabilities	123,712	687,503
Prepaid expenses and inventory	(2,655)	(7,278)
Deferred revenue	<u>(2,181,341)</u>	<u>(244,365)</u>
	<u>(1,349,794)</u>	<u>116,738</u>
	<u>9,819,731</u>	<u>10,184,338</u>
<b>CASH PROVIDED BY (USED IN) CAPITAL ACTIVITIES</b>		
Acquisition of tangible capital assets	(8,840,484)	(7,924,779)
Proceeds on disposal of tangible capital assets	<u>172,452</u>	<u>284,328</u>
	<u>(8,668,032)</u>	<u>(7,640,451)</u>
<b>CASH USED IN FINANCING ACTIVITIES</b>		
Repayment of long term debt	<u>(1,257,224)</u>	<u>(1,458,655)</u>
<b>CASH PROVIDED BY (USED IN) INVESTING ACTIVITIES</b>		
(Increase) decrease in long term receivables	(162,462)	39,405
Dividends received from Wellington North Power Inc.	<u>55,674</u>	<u>46,462</u>
	<u>(106,788)</u>	<u>85,867</u>
<b>NET (DECREASE) INCREASE IN CASH AND CASH EQUIVALENTS</b>	(212,313)	1,171,099
<b>CASH, beginning of year</b>	<u>24,108,534</u>	<u>22,937,435</u>
<b>CASH, end of year</b>	\$ <u>23,896,221</u>	\$ <u>24,108,534</u>

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS**  
**FOR THE YEAR ENDED DECEMBER 31, 2019**

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**1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

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

(a) **ACKNOWLEDGEMENT OF RESPONSIBILITY**

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

(b) **BASIS OF CONSOLIDATION**

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

Mount Forest Business Improvement Area 100%

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

Wellington North Power Inc. 96.71%

- (ii) **Accounting for County and School Board Transactions:**  
 The taxation, other revenues, expenditures, assets and liabilities with respect to the operations of the school boards and the County of Wellington are not reflected in the municipal fund balances of these financial statements. Overlevies (underlevies) are reported on the Consolidated Statement of Financial Position as accrued liabilities (other receivables). See note 10.
- (iii) Trust funds and their related operations administered by the municipality are not consolidated, but are reported separately on the Trust Funds Statement of Financial Position and Continuity.

(c) **BASIS OF ACCOUNTING**

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



**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS**  
**FOR THE YEAR ENDED DECEMBER 31, 2019**

**1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

(d) **USE OF ESTIMATES**

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

(e) **INVESTMENTS**

Investments held by the municipality are recorded at cost.

(f) **LONG TERM RECEIVABLES**

Long term receivables are recorded at cost.

(g) **DEFERRED REVENUE**

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

(h) **NON-FINANCIAL ASSETS**

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

(i) **Tangible capital assets**

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

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

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

(ii) **Contributions of tangible capital assets**

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

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS**  
**FOR THE YEAR ENDED DECEMBER 31, 2019**

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**1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

(h) **NON-FINANCIAL ASSETS (continued)**

(iii) Leases

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

(i) **REVENUE RECOGNITION**

Revenues are recognized as follows:

- (i) Taxation, user charges, and penalties and interest on taxation are recognized as revenue when the amounts are levied on the municipality's ratepayers.
- (ii) Other fines and penalties, and donations are recognized when collected.
- (iii) Fees and services charges, and other revenue are recorded upon sale of goods or provision of service when collection is reasonably assured.
- (iv) Government transfers are recognized in the financial statements as revenues in the period in which events giving rise to the transfer occur providing the transfers are authorized, eligibility criteria have been met and reasonable estimates of the amounts can be made.
- (v) Revenue restricted by legislation, regulation or agreement and not available for general municipal purposes, such as grants, is reported as deferred revenue on the consolidated statement of financial position. The revenue is recognized in the consolidated statement of operations in the year in which it is used for the specified purpose.

(j) **POST-EMPLOYMENT BENEFITS**

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

**2. CASH**

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

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

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS**  
**FOR THE YEAR ENDED DECEMBER 31, 2019**

**3. LONG TERM RECEIVABLES**

	<b>2019</b>	<b>2018</b>
Sewer loans, 6%, various repayment amounts, due from 2021 to 2023	\$ 12,504	\$ 16,004
VTB mortgage, no interest, annual payments of \$20,000, due 2023	80,000	0
Mount Forest Lions Club, no interest, due 2022	43,141	0
Tile drainage loans, 6%, various repayments, due from 2020 to 2028	<u>110,270</u>	<u>67,449</u>
	<u>\$ 245,915</u>	<u>\$ 83,453</u>

**4. INVESTMENT IN WELLINGTON NORTH POWER INC.**

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

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

	<b>2019</b>	<b>2018</b>
Investment in common shares	\$ 1,585,016	\$ 1,585,016
Note receivable on demand, interest at 4.54%	985,016	985,016
Share of accumulated net income	<u>2,705,925</u>	<u>2,511,387</u>
	<u>\$ 5,275,957</u>	<u>\$ 5,081,419</u>

During 2019, the Corporation of the Township of Wellington North received interest of \$44,720 (2018 - \$44,720) and dividends of \$55,674 (2018 - \$46,462) from Wellington North Power Inc. The municipality paid service fees of \$100,609 (2018 - \$99,525) and other expenses of \$77,947 (2018 - \$18,376) to Wellington North Power Inc. and purchased assets worth \$340,026 (2018 - \$0).

The following is selected financial information from the December 31, 2019 audited financial statements of Wellington North Power Inc.

	<b>2019</b>	<b>2018</b>
Assets	<u>\$ 14,844,750</u>	<u>\$ 14,771,280</u>
Liabilities	\$ 9,649,976	\$ 9,770,030
Equity	4,648,434	4,391,215
Regulatory balances	<u>546,340</u>	<u>610,035</u>
	<u>\$ 14,844,750</u>	<u>\$ 14,771,280</u>
Revenues	\$ 15,151,251	\$ 14,866,370
Expenses	<u>14,836,637</u>	<u>14,483,734</u>
Net income for the year	<u>\$ 314,614</u>	<u>\$ 382,636</u>

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS**  
**FOR THE YEAR ENDED DECEMBER 31, 2019**

**5. LONG TERM DEBT**

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

	2019	2018
Tile drainage loans payable, 6%, due from 2020 to 2028	\$ 110,270	\$ 67,449
Debenture payable, 5.84%, payable \$128,114 semi-annually, principal and interest, due August 2024	1,097,198	1,281,243
Debenture payable, 1.65% increasing to 4.90%, principal repayments annually at increasing rate, due February 2019	0	944,000
Debenture payable, 4.85%, principal repayments annually at increasing rate, due June 2020	<u>1,192,000</u>	<u>1,364,000</u>
	<u>\$ 2,399,468</u>	<u>\$ 3,656,692</u>

Principal repayments, in aggregate, are due as follows:

2020	\$ 1,407,345
2021	224,193
2022	230,792
2023	240,318
2024	254,448
Thereafter	<u>42,372</u>
	<u>\$ 2,399,468</u>

**6. DEFERRED REVENUE**

	DEC 31/18	CONTRIBUTIONS RECEIVED	INVESTMENT INCOME	REVENUE RECOGNIZED	DEC 31/19
<b>OBLIGATORY RESERVE FUNDS</b>					
Development charges	\$ 3,329,069	\$ 384,594	\$ 25,685	\$(2,577,849)	\$ 1,161,499
Recreational land	168,898	28,000	4,453	0	201,351
Main St. revitalization	49,058	0	568	(23,939)	25,687
Gas tax	<u>448,890</u>	<u>733,788</u>	<u>9,370</u>	<u>(768,324)</u>	<u>423,724</u>
	3,995,915	1,146,382	40,076	(3,370,112)	1,812,261
<b>OTHER</b>	<u>91,900</u>	<u>148,516</u>	<u>0</u>	<u>(146,203)</u>	<u>94,213</u>
	<u>\$ 4,087,815</u>	<u>\$ 1,294,898</u>	<u>\$ 40,076</u>	<u>\$(3,516,315)</u>	<u>\$ 1,906,474</u>

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS**  
**FOR THE YEAR ENDED DECEMBER 31, 2019**

**7. OTHER INCOME**

	<b>2019 Budget (note 8)</b>	<b>2019 Actual</b>	<b>2018 Actual</b>
Penalties and interest on taxation	\$ 175,000	\$ 155,439	\$ 168,893
Miscellaneous	47,400	73,576	99,717
Other fines and penalties	1,500	3,841	650
Investment income (note 4)	272,000	683,408	520,418
Rents, concessions and franchises	576,568	583,685	608,119
Donations	381,471	243,760	33,040
Gain (loss) on disposal of tangible capital assets	15,000	133,568	(30,012)
Developer contributions	0	0	38,393
Government business enterprise (note 4)	<u>0</u>	<u>250,212</u>	<u>317,045</u>
	<u>\$ 1,468,939</u>	<u>\$ 2,127,489</u>	<u>\$ 1,756,263</u>

**8. BUDGET AMOUNTS**

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

**Revenue**

Approved Budget	\$ 37,256,063
Transfer from reserve funds, net	(17,926,410)
Prior year carried forward	(781,594)
Unfunded amounts	<u>(1,100,000)</u>
<b>Total revenues</b>	<u>17,448,059</u>

**Expenses**

Approved Budget	37,256,063
Acquisition of tangible capital assets	(20,084,907)
Debt principal repayments	(1,300,045)
Amortization	4,993,694
Contribution to Operating from Capital Fund, Reserves and Reserve Funds	<u>(4,850,040)</u>
<b>Total expenses</b>	<u>16,014,765</u>

<b>Annual surplus</b>	<u>\$ 1,433,294</u>
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**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS**  
**FOR THE YEAR ENDED DECEMBER 31, 2019**

**9. PENSION AGREEMENTS**

The municipality makes contributions to the Ontario Municipal Employees Retirement Fund (OMERS), which is a multi-employer plan, on behalf of 45 (2018 - 44) members of its staff. This plan is a defined benefit plan which specifies the amount of the retirement entitlement to be received by the employees based on the length of service and rates of pay. Employees and employers contribute jointly to the plan. The employer amount contributed to OMERS for 2019 by the municipality was \$251,747 (2018 - \$229,530). The contribution rate for 2019 was 9.0% to 14.6%, depending on age and income level, which is consistent with the previous year. OMERS is a multi-employer plan, therefore any pension plan surpluses or deficits are a joint responsibility of Ontario municipal organizations and their employees. As a result, the municipality does not recognize any share of the OMERS pension surplus or deficit. The last available report for the OMERS plan was December 31, 2019. At that time, the plan reported a \$3.4 billion actuarial deficit (2018 - \$4.2 billion actuarial deficit), based on accrued pension obligations of \$106.4 billion (2018 - \$99.1 billion) and net assets available for benefits of \$109.4 billion (2018 - \$97.4 billion).

**10. OPERATIONS OF THE SCHOOL BOARDS AND THE COUNTY OF WELLINGTON**

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

	<b>2019</b>	<b>2018</b>
School Boards	\$ 3,739,820	\$ 3,591,108
County of Wellington	<u>9,749,075</u>	<u>9,222,183</u>
	<u>\$ 13,488,895</u>	<u>\$ 12,813,291</u>

**11. TRUST FUNDS**

The trust funds administered by the municipality amounting to \$348,127 (2018 - \$344,478) have not been included in the statement of financial position, nor have the operations been included in the statement of operations.

**12. SEGMENTED INFORMATION**

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

General Government

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

Protection to Persons and Property

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

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS**  
**FOR THE YEAR ENDED DECEMBER 31, 2019**

**12. SEGMENTED INFORMATION (continued)**

Transportation Services

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

Environmental Services

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

Health Services

Health services includes contributions to the operations of local cemeteries.

Recreation and Cultural Services

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

Planning and Development

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

**13. SUBSEQUENT EVENT - INTERRUPTION OF OPERATIONS**

Subsequent to year end, the impact of COVID-19 in Canada and on the global economy increased significantly. The global pandemic has disrupted economic activities and has resulted in the Town implementing a closure of non-essential programming and services. Although the disruption from the virus is expected to be temporary, given the dynamic nature of these circumstances, the duration of business disruption and the related financial impact cannot be reasonably estimated at this time. This may impact the timing and amounts realized on the Town's assets and its future ability to deliver all programming.

**14. PRIOR PERIOD ADJUSTMENT**

During the 2019 audit, it was noted that Connecting Link assets formerly owned by the provincial government are now the property of the Township. There were expenditures on these assets in 2017 and 2018 which were not capitalized nor amortized. A prior period adjustment was recorded to adjust the following 2018 financial statement items:

Increase in tangible capital asset cost, beginning of year:	\$ 244,590
Increase in tangible capital asset additions during the year:	1,350,505
Increase in tangible capital asset accumulated amortization, beginning of year:	9,211
Increase in tangible capital asset amortization:	110,516
Decrease in transportation services materials expenses:	(1,350,505)
Increase in accumulated surplus, beginning of year:	235,379
Increase in annual surplus:	1,239,989
Increase in accumulated surplus, end of year:	1,475,369

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH**  
**SCHEDULE OF SEGMENTED DISCLOSURE**  
**FOR THE YEAR ENDED DECEMBER 31, 2019**

*Schedule 1*

	General Government	Protection Services	Transportation Services	Environmental Services	Health Services	Recreation and Cultural Services	Planning and Development	2019	2018 (note 14)
<b>EXPENSES</b>									
Salaries and benefits	\$ 1,070,411	\$ 673,494	\$ 1,430,463	\$ 541,935	\$ 24,355	\$ 885,598	\$ 112,686	\$ 4,738,942	\$ 4,374,099
Materials	509,963	556,340	1,714,430	1,343,909	26,054	815,425	308,057	5,274,178	4,433,605
Contracted services	0	0	0	468,560	0	0	13,508	482,068	452,753
Rents and financial expenses	90,130	0	0	0	0	0	0	90,130	83,600
Interest on long term debt	0	0	35,450	111,109	0	6,362	0	152,921	217,961
Amortization	87,945	181,252	3,551,755	1,131,996	3,056	391,819	0	5,347,823	5,104,210
Other	<u>1,808</u>	<u>153,754</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>155,562</u>	<u>152,205</u>
	<u>\$ 1,760,257</u>	<u>\$ 1,564,840</u>	<u>\$ 6,732,098</u>	<u>\$ 3,597,509</u>	<u>\$ 53,465</u>	<u>\$ 2,099,204</u>	<u>\$ 434,251</u>	<u>\$16,241,624</u>	<u>\$14,818,433</u>

See notes to the consolidated financial statements



**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH**  
**CONSOLIDATED SCHEDULE OF TANGIBLE CAPITAL ASSETS**  
**FOR THE YEAR ENDED DECEMBER 31, 2019**

**Schedule 2**

	Land and Land Improvements	Buildings	Machinery and Equipment	Vehicles	Roads	Bridges and Culverts	Water and Sewer Systems	2019	2018 (note 14)
<b>COST</b>									
Balance, beginning of year	\$ 5,311,643	\$ 19,056,638	\$ 32,918,332	\$ 8,332,016	\$ 137,607,472	\$ 7,496,665	\$ 32,002,123	\$ 242,724,889	\$ 235,865,571
Additions during the year	6,849	313,275	634,171	612,410	3,868,812	556,495	2,848,472	8,840,484	7,924,779
Disposals during the year	0	0	(141,196)	(269,794)	0	(34,618)	(58,430)	(504,038)	(1,065,461)
Balance, end of year	<u>5,318,492</u>	<u>19,369,913</u>	<u>33,411,307</u>	<u>8,674,632</u>	<u>141,476,284</u>	<u>8,018,542</u>	<u>34,792,165</u>	<u>251,061,335</u>	<u>242,724,889</u>
<b>ACCUMULATED AMORTIZATION</b>									
Balance, beginning of year	566,340	7,096,950	11,938,513	3,919,485	94,051,772	3,072,794	10,054,947	130,700,801	126,347,712
Amortization for the year	27,358	396,754	425,170	435,624	3,045,863	191,822	825,233	5,347,824	5,104,210
Accumulated amortization on disposals	0	0	(141,196)	(269,794)	0	(34,618)	(19,546)	(465,154)	(751,121)
Balance, end of year	<u>593,698</u>	<u>7,493,704</u>	<u>12,222,487</u>	<u>4,085,315</u>	<u>97,097,635</u>	<u>3,229,998</u>	<u>10,860,634</u>	<u>135,583,471</u>	<u>130,700,801</u>
<b>NET BOOK VALUE OF TANGIBLE CAPITAL ASSETS</b>									
	<u>\$ 4,724,794</u>	<u>\$ 11,876,209</u>	<u>\$ 21,188,820</u>	<u>\$ 4,589,317</u>	<u>\$ 44,378,649</u>	<u>\$ 4,788,544</u>	<u>\$ 23,931,531</u>	<u>\$ 115,477,864</u>	<u>\$ 112,024,088</u>

The net book value of tangible capital assets not being amortized because they are under construction (or development or have been removed from service) is \$6,602,663 (2018 - \$2,280,065).

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

## THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

## SCHEDULE OF ACCUMULATED SURPLUS

Schedule 3

AS AT DECEMBER 31, 2019

	2019	2018 (note 14)
<b>SURPLUSES</b>		
Invested in tangible capital assets		
Tangible capital assets at cost less amortization	\$115,477,864	\$112,024,088
Unexpended capital financing	8,914,039	876,824
Capital assets financed by long term debt and to be funded in future periods	<u>(2,289,198)</u>	<u>(3,589,243)</u>
	122,102,705	109,311,669
General surplus	839,749	0
Investment in Wellington North Power Inc.	5,275,957	5,081,419
Recreation, community centres and arenas	11,430	7,495
Business improvement areas	<u>54,245</u>	<u>37,033</u>
	128,284,086	114,437,616
<b>RESERVE FUNDS</b>		
Capital purposes	<u>10,895,100</u>	<u>18,347,090</u>
<b>RESERVES</b>		
Working funds	1,421,781	1,594,780
Current purposes	353,926	285,926
Capital purposes	<u>22,640</u>	<u>106,640</u>
	<u>1,798,347</u>	<u>1,987,346</u>
	<u>\$140,977,533</u>	<u>\$134,772,052</u>

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## INDEPENDENT AUDITOR'S REPORT

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

### Opinion

We have audited the accompanying financial statements of The Corporation of the Township of Wellington North trust funds, which comprise the statement of financial position as at December 31, 2019 and the statement of continuity for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, these financial statements present fairly, in all material respects, the financial position of The Corporation of the Township of Wellington North trust funds as at December 31, 2019 and the results of their operations for the year then ended in accordance with Canadian public sector accounting standards.

### Basis of Opinion

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

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

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

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

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

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

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

A further description of the auditor's responsibilities for the audit of the financial statements is located at RLB LLP's website at: [www.rlb.ca/additional-auditor-responsibilities](http://www.rlb.ca/additional-auditor-responsibilities). This description forms part of our auditor's report.

Guelph, Ontario  
June 22, 2020

Chartered Professional Accountants  
Licensed Public Accountants

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THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH - TRUST FUNDS  
 STATEMENTS OF FINANCIAL POSITION AND CONTINUITY  
 AS AT DECEMBER 31, 2019

	Subdividers	Cemetery Care and Maintenance	History Books
<b>STATEMENT OF FINANCIAL POSITION</b>			
<b>Assets</b>			
Cash	\$ 2,491	\$ 281,009	\$ 8,315
Investments (note 2)	0	68,732	0
Due from Township	<u>0</u>	<u>4,065</u>	<u>0</u>
	<u>\$ 2,491</u>	<u>\$ 353,806</u>	<u>\$ 8,315</u>
<b>Liabilities</b>			
Due to Township	\$ 0	\$ 15,735	\$ 0
Deferred revenue (prepaid plots)	<u>0</u>	<u>750</u>	<u>0</u>
	0	16,485	0
<b>Fund balance</b>	<u>2,491</u>	<u>337,321</u>	<u>8,315</u>
	<u>\$ 2,491</u>	<u>\$ 353,806</u>	<u>\$ 8,315</u>
<b>STATEMENT OF CONTINUITY</b>			
<b>Fund balance, beginning of year</b>	<u>\$ 2,446</u>	<u>\$ 333,866</u>	<u>\$ 8,166</u>
<b>Receipts</b>			
Interest earned	45	6,072	149
Share of plot sales	0	2,255	0
Monument fees	<u>0</u>	<u>1,200</u>	<u>0</u>
	<u>45</u>	<u>9,527</u>	<u>149</u>
<b>Disbursements</b>			
Transfer to municipality for operating costs	<u>0</u>	<u>6,072</u>	<u>0</u>
<b>Fund balance, end of year</b>	<u>\$ 2,491</u>	<u>\$ 337,321</u>	<u>\$ 8,315</u>

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH - TRUST FUNDS**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**FOR THE YEAR ENDED DECEMBER 31, 2019**

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**1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

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

(a) **BASIS OF ACCOUNTING**

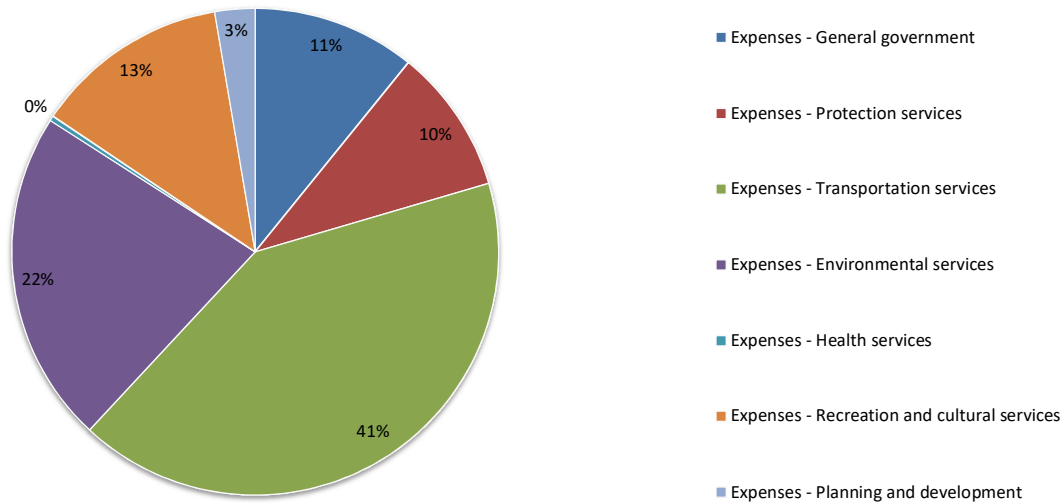
- (i) Sources of financing and expenditures are reported on the accrual basis of accounting.
- (ii) The accrual basis of accounting recognizes revenues as they become available and measurable. Expenditures are recognized as they are incurred and measurable as a result of receipt of goods or services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

**2. INVESTMENTS**

Total investments of \$68,732 (2018 - \$68,140) reported on the statement of financial position at cost have a market value of \$66,489 (2018 - \$66,550).

**Township of Wellington North**  
**Summary of Key Operating Measures**  
**December 31, 2019**

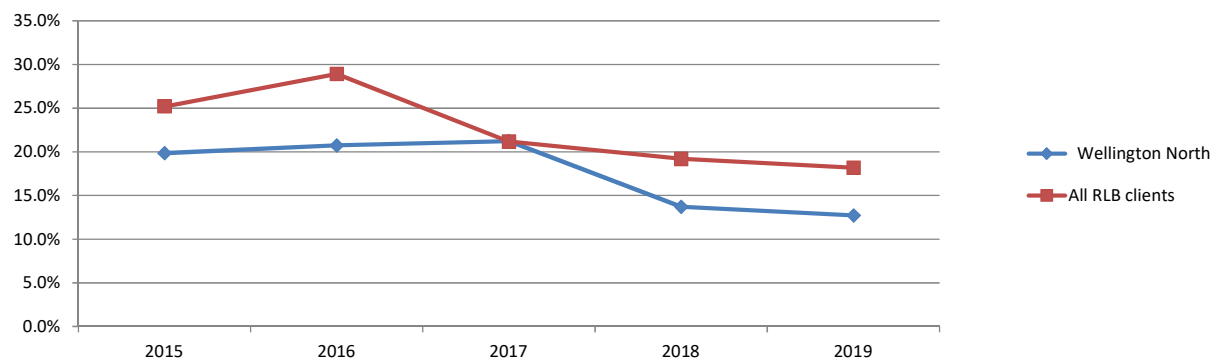
**Expenditures by Department**



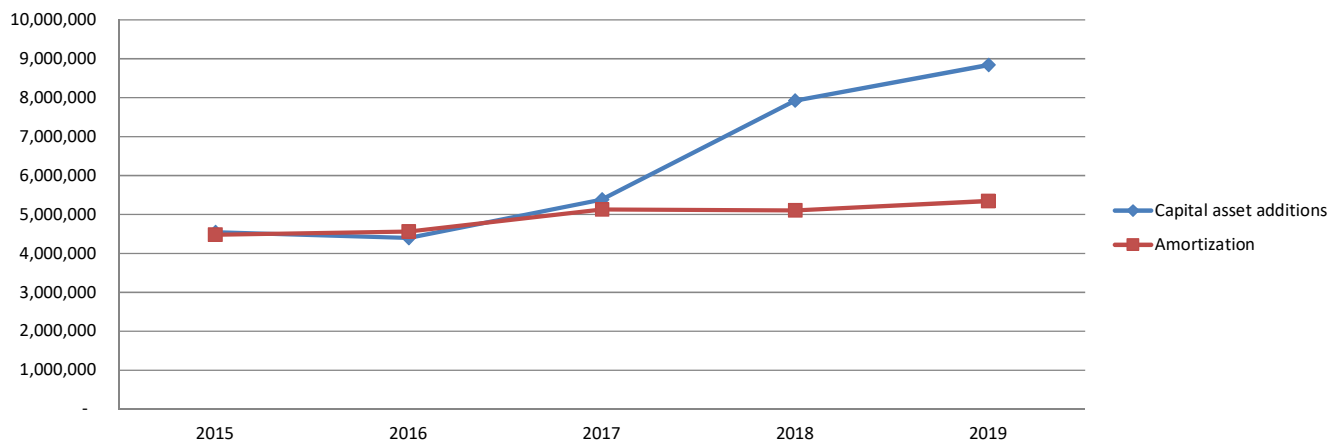
	2015	2016	2017	2018	2019
Expenses - General government	9.7%	9.0%	11.2%	10.3%	10.8%
Expenses - Protection services	8.4%	8.8%	9.0%	10.5%	9.6%
Expenses - Transportation services	40.9%	41.0%	41.1%	41.3%	41.4%
Expenses - Environmental services	24.4%	24.9%	22.0%	22.1%	22.1%
Expenses - Health services	0.3%	0.3%	0.3%	0.4%	0.3%
Expenses - Recreation and cultural services	13.9%	13.8%	14.5%	13.1%	12.9%
Expenses - Planning and development	2.5%	2.2%	1.9%	2.4%	2.7%

**Township of Wellington North**  
**Summary of Key Operating Measures**  
**December 31, 2019**

**Taxes Receivable as a % of Total Tax Revenue**

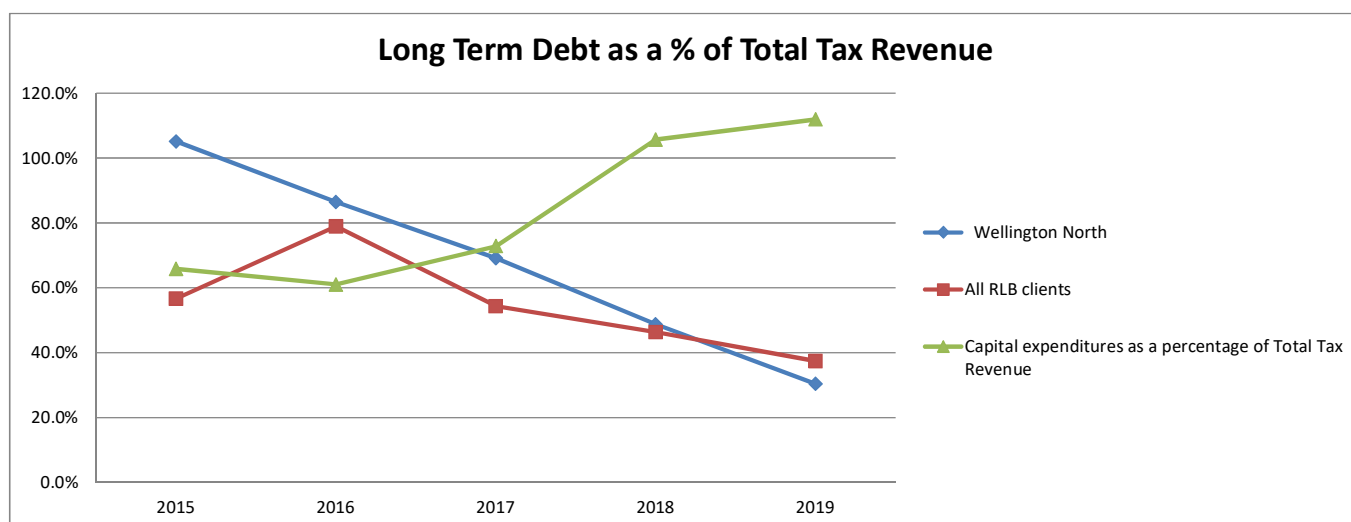
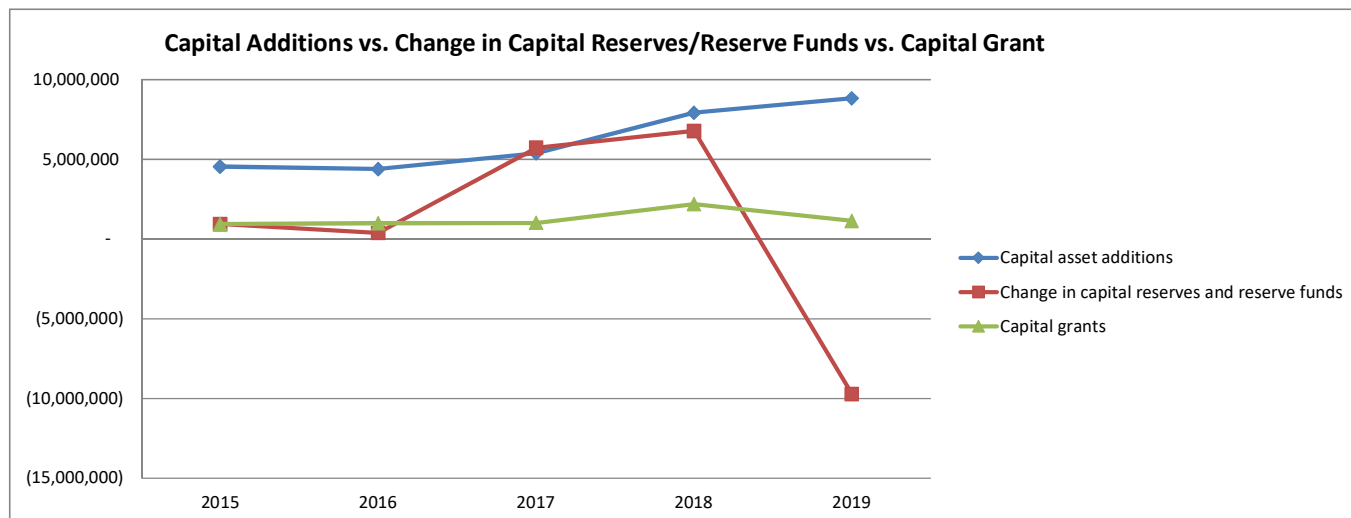


**Capital Additions vs. Amortization**

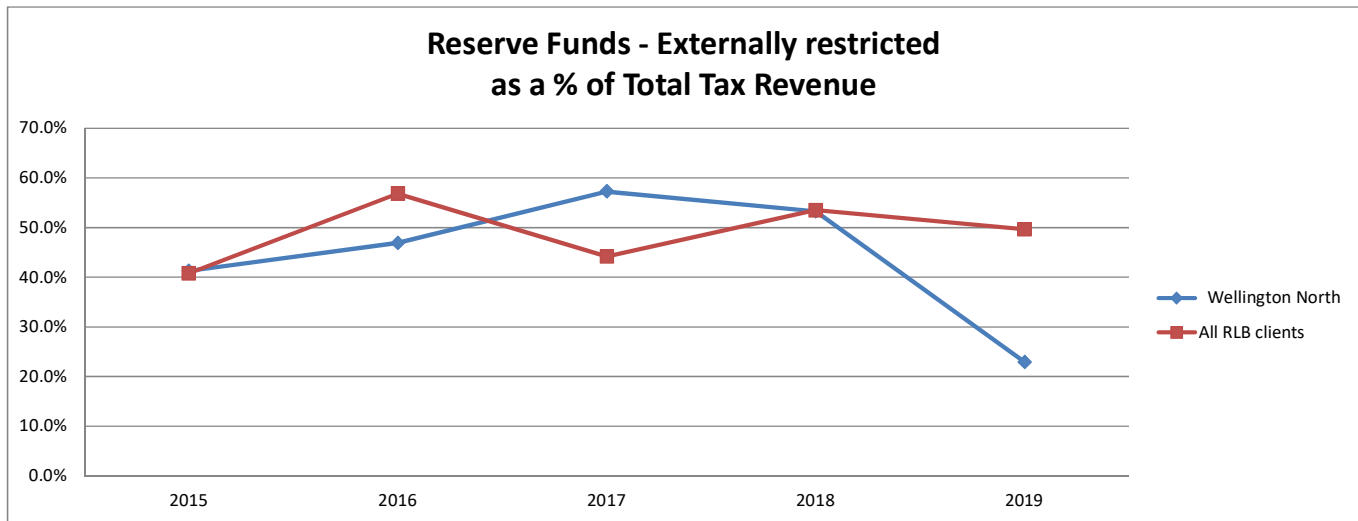
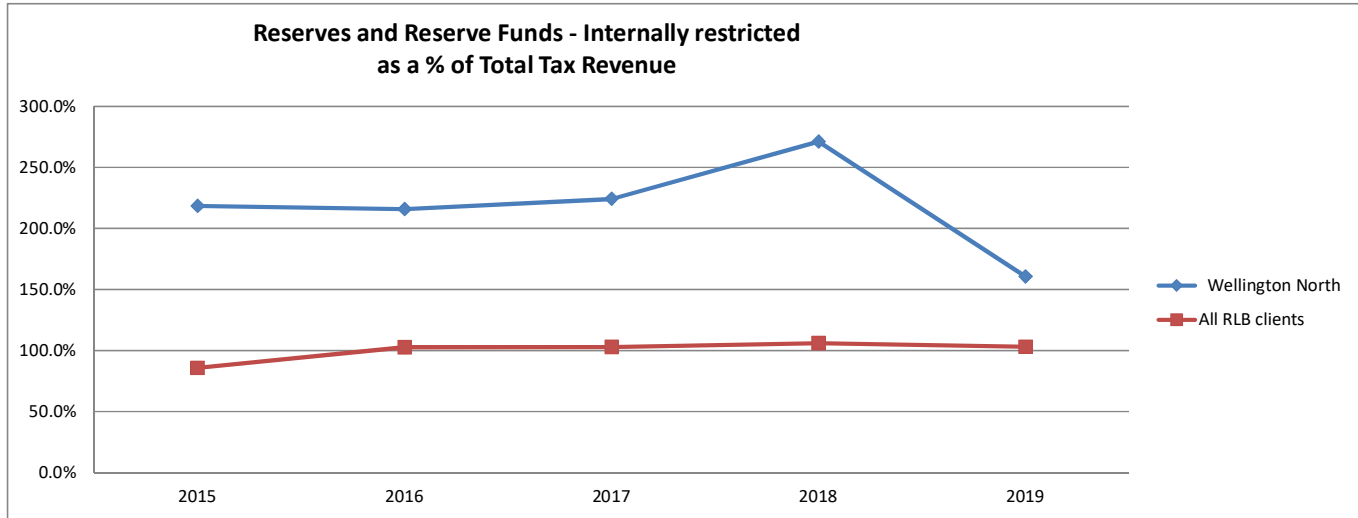




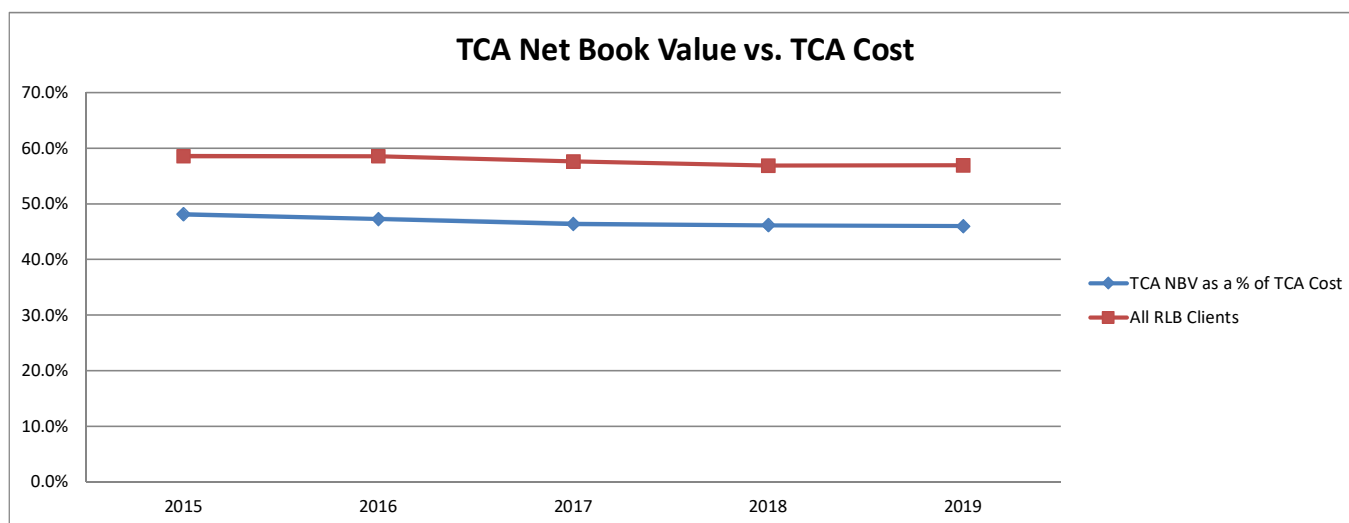
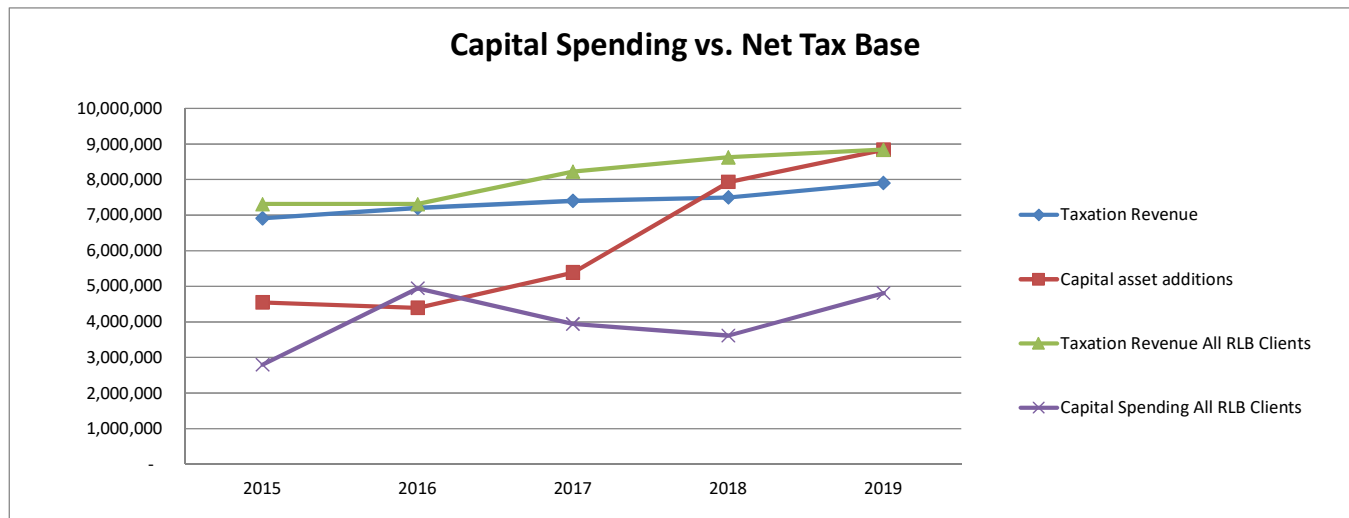
**Township of Wellington North**  
**Summary of Key Operating Measures**  
**December 31, 2019**



**Township of Wellington North**  
**Summary of Key Operating Measures**  
**December 31, 2019**



**Township of Wellington North**  
**Summary of Key Operating Measures**  
**December 31, 2019**



**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH**  
**MINUTES OF REGULAR COUNCIL MEETING – JUNE 1, 2020 @ 7:00 P.M.**  
**VIA VIDEO CONFERENCING Click here to view: <https://youtu.be/xqt7bITHtck>**

**Members Present:**

<b>Mayor:</b>	<b>Andrew Lennox</b>
<b>Councillors:</b>	<b>Sherry Burke</b>
	<b>Lisa Hern</b>
	<b>Steve McCabe</b>
	<b>Dan Yake</b>

**Staff Present:**

<b>Chief Administrative Officer:</b>	<b>Michael Givens</b>
<b>Director of Legislative Services/Clerk:</b>	<b>Karren Wallace</b>
<b>Deputy Clerk:</b>	<b>Catherine Conrad</b>
<b>Director of Finance:</b>	<b>Adam McNabb</b>
<b>Economic Development Officer:</b>	<b>Dale Small</b>
<b>Chief Building Official:</b>	<b>Darren Jones</b>
<b>Director of Operations:</b>	<b>Matthew Aston</b>
<b>Community Recreation Coordinator:</b>	<b>Mandy Jones</b>
<b>Recreation Services Manager:</b>	<b>Tom Bowden</b>
<b>Human Resources Manager:</b>	<b>Chanda Riggi</b>

**CALLING TO ORDER****ADOPTION OF THE AGENDA**

RESOLUTION: 2020-169

Moved: Councillor Yake

Seconded: Councillor Hern

*THAT the Agenda for the June 1, 2020 Regular Meeting of Council be accepted and passed with the addition of correspondence from the Arthur Chamber of Commerce President, Tom Gorecki, in support of Councillor Hern's motion.*

CARRIED

**DISCLOSURE OF PECUNIARY INTEREST**

No pecuniary interest disclosed.

**COUNTY COUNCIL UPDATE**

Campbell Cork, County of Wellington Councillor, Ward 3

Councillor Cork provided an update on Public Health, public transportation, Wellington County funding, County Committee and Council meetings and the green bin program.

A report from Wellington Public Health states that compared to the rest of Wellington County both Wellington North and Minto have been identified for having a higher percentage of low-income households, a higher percentage of adults without a high school education, and higher rates of poor health outcomes. Poor health outcomes include higher emergency department visits, higher lung cancer related deaths, and higher hospitalizations for injuries and diabetes related incidents. Lack of public transportation is one of the largest barriers in accessing services including health, mental health, parenting, assisted living, social support, general social and recreational activities, and employment.

Hopefully, Wellington County's Ride Well transportation system will help to address the lack of affordable transit options in rural Wellington. Ride Well is now offering door-to-door service in Guelph for rides that originate or end in Wellington County. No Guelph-to-Guelph trips will be

accepted. The service operates Monday to Friday 6 am to 7 pm. Rides can be booked by downloading the Ride Well app, online at [www.ridewell.ca](http://www.ridewell.ca) or by calling 1-833-900-7433.

Early into the Covid-19 crisis Wellington County provided \$1-million for low interest loans to local businesses in need. \$967,000 in loans have been approved with 73 loans averaging about \$13,000 each being approved. Three loans were provided to Wellington North businesses.

Wellington North has been granted \$25,000 by Wellington County to cover twenty-seven percent funding for downtown revitalization projects in Mount Forest and Arthur. The grant is designed to assist community and local businesses starting to re-open following COVID-19, including an online shopping program known as "shopwellingtonnorth", a new online marketplace developed in partnership with the local Chamber of Commerce. The County also funds the Community Improvement Program in Mount Forest and Arthur. Downtown revitalization initiatives in Arthur will include the installation of poppy art, new street banners, new service club signage as well as marketing and promotional programs on Instagram, utilizing #arthurdowntownrising. Funding is being utilized in 2020 to support new Canada Day banners, outdoor gym equipment in the downtown and Christmas decorations for light poles.

Beginning in June, Wellington County committee meetings will return to face-to-face rather than via conference, with physical distancing using the entire Council Chamber, including the spectator gallery. The County Council session will continue as conference call in June. There are no meetings in July and August.

Landfill sites and transfer sites have reopened and are operating with regular hours. Everyone in Wellington North should have received their new green bin with kitchen catcher enclosed. An error saw a second green bin delivered to some homes, which has been corrected. The green bin can be used for things that cannot be put into composters, such as meat scraps, bones, grease and fish. Food waste represents about one-third of our waste stream. Our landfill site is irreplaceable with every foot of landfill worth \$1-million. An alternate system, such as building an incinerator, would cost multiple millions. If we can get the food waste out of the waste stream it will save millions of dollars.

#### **ADOPTION OF MINUTES OF COUNCIL AND PUBLIC MEETING**

1. Regular Meeting of Council, May 19, 2020

RESOLUTION: 2020-170

Moved: Councillor Burke

Seconded: Councillor McCabe

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

CARRIED

#### **BUSINESS ARISING FROM PREVIOUS MEETINGS OF COUNCIL**

1. Councillor Hern, Notice of Motion – May 19, 2020 Regular Council Meeting

- Keith Harris, Chair, Arthur Business Improvement Association – letter of support for Councillor Hern's Notice of Motion
- Tom Gorecki, President, Arthur Chamber of Commerce President, Tom Gorecki – letter of support for Councillor Hern's Notice of Motion

RESOLUTION: 2020-171

Moved: Councillor Hern

Seconded: Councillor McCabe

*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.*  
CARRIED

Council provided direction to staff to receive feedback from the Arthur BIA and Chamber of Commerce committee regarding the enhancements they would like included in the Connecting Link project so that estimates can be obtained.

#### **COUNCIL OPEN FORUM**

- Wellington North municipal role in Pandemic Recovery Part 1

Council discussed the impact of the Covid-19 crisis and what their role should be going forward.

The provincial and federal governments have provided guidance for reopening; however, that does not mean we need to reopen. After the last recession there was funding available for infrastructure projects. If money becomes available for infrastructure would we have shovel ready projects for which we could apply for funding. Phase two of the Arthur Waste Water Treatment Plant and replacement of older cast iron pipes would be projects for which we could apply for should funding be made available.

Communication to the community, such as radio updates, is good to keep people aware of what is going on and should continue.

The County has a loan program for businesses and the Township has the local CIP program. As businesses and individuals recover there is going to be some financial strain. What will be the ability of residents to pay taxes? Do we hold the line on taxes to keep them steady? We still need to forward payment to the County when it is due. This crisis will have a lasting impact for several businesses. What is the expectation of our residents and businesses and how do we address that going forward? If taxation is to be more measured, how will that be financed? Some sectors were deemed essential and were able to keep going. We will have to keep dealing with these issues as things unfold.

#### **IDENTIFICATION OF ITEMS REQUIRING SEPARATE DISCUSSION**

1c, 2b, 4b, 5a, 5b

#### **ADOPTION OF ALL ITEMS NOT REQUIRING SEPARATE DISCUSSION**

RESOLUTION: 2020-172

Moved: Councillor Hern

Seconded: Councillor Yake

*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:*

*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.*

*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.*

*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.*

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

*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.*

CARRIED

#### CONSIDERATION OF ITEMS FOR SEPARATE DISCUSSION AND ADOPTION

RESOLUTION: 2020-173

Moved: Councillor McCabe

Seconded: Councillor Burke

*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.*

CARRIED

Council provided direction to staff to commit the owner of the Queen's Tavern property to a timeline and develop a plan regarding the property. The CAO and EDO will bring a report to a future Council meeting outlining possible community space options with the property.

RESOLUTION: 2020-174

Moved: Councillor Yake

Seconded: Councillor Hern

*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.*

CARRIED

RESOLUTION: 2020-175

Moved: Councillor Burke

Seconded: Councillor McCabe

*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.*

CARRIED

RESOLUTION: 2020-176

Moved: Councillor Hern

Seconded: Councillor Yake

*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.*

CARRIED

RESOLUTION: 2020-177

Moved: Councillor McCabe

Seconded: Councillor Burke

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

CARRIED

## NOTICE OF MOTION

None

## COMMUNITY GROUP MEETING PROGRAM REPORT

Councillor Hern (Ward 3):

- The new Community Group sign is going up at the north end of Arthur
- New banners will be going up in Mount Forest mid to late June
- A BMX/Skateboard Park Committee meeting will be held on June 10

Councillor McCabe (Ward 4):

- Saugeen Valley Conservation Authority:
  - Time booked at the SVCA to offer best wishes to retiring Interim General Manager/Secretary-Treasurer
  - The next Authority Meeting will be held on June 4

## BY-LAWS

RESOLUTION: 2020-178

Moved: Councillor Yake

Seconded: Councillor Hern

*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.*

CARRIED

## CULTURAL MOMENT

Celebrating 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](mailto:alanjrawlins@gmail.com).

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

#### **CONFIRMING BY-LAW**

RESOLUTION: 2020-179

Moved: Councillor Hern

Seconded: Councillor Yake

*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.*

CARRIED

#### **ADJOURNMENT**

RESOLUTION: 2020-180

Moved: Councillor McCabe

Seconded: Councillor Burke

*THAT the Regular Council meeting of June 1, 2020 be adjourned at 8:54 p.m.*

CARRIED

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**CLERK**

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**MAYOR**

# Mount Forest District Chamber of Commerce Minutes

*May, 12th, 2020*

## **Call to Order:**

Shawn Mcleod called to order the regular meeting of the Mount Forest District Chamber of Commerce at 7:07pm on May, 12th, 2020 on Google Hangout due to COVID-19.

## **In Attendance:**

- Shawn Mcleod
- Sharon Wenger
- Michelle VanEssen
- Callee Rice
- Pam Carson
- Jesse Gerva
- Lisa Hern
- Dale Small.
- Krista Blenkhorn

## **Approval of Minutes:**

Minutes from February, March and April Meetings were all approved. Callee seconded the motion and all were in favor.

## **Treasurer's Report:**

Sharon made the motion to approve the report and Michelle seconded it. Not a lot of time was spent on this.

### **Economic Development:**

- Dale informed the Board that the \$2,500 grant was approved for the Chamber and Pam said that she would oversee the grant for the Chamber.
- \$1,000 was also up for grabs surrounding the Spring Excellence Awards Gala. More information to come in the future.
- The Mount Forest Farmers Market is hoping to open during COVID from Saturday June 20th to Saturday September 30th. However the Farmers Market is still in talks with Public Health.
- A total of 6 Launch It Webinars last month (April), they are planning on moving away from how to operate online during COVID and more towards how to reopen your business during/ after COVID.
- Sadly the Student Business Program was cancelled due to COVID-19 as well as Culture Days.

### **Lisa Council Report:**

- FAQ about when facilities will be reopened (hoping by June 30th as of now)
- May 26th the Landfill will reopen with new Guidelines surrounding COVID
- An action plan for the next two years surrounding COVID has been made and shown to the Council, the council is now reviewing it.

### **Office Operations:**

- Boardroom painting is done.
- No price on the bathroom door change or lock change for the front door.

- No word if Kevin will renew his membership or not either.
- Callee proposed a craftsman type board table to really make the boardroom pop. All were in favour and Callee said she would look for a local craftsman for the job.

#### **Fireworks Festival:**

- Released an official cancellation release to the public.
- Sharon has contacted all of the vendors and will have a balance for next month.
- Many vendors pushed their deposits back for the 2021 Fireworks Festival
- The fireworks storage has been moved to the former casket Factory on Dublin St for more room.

#### **Mount Forest Guide:**

- Proofs are being made by Sherry and Corbin is keeping an eye and distributing proofs to businesses for confirmation on all ads.
- Michelle offers to help proofread the Guide when the time comes.

#### **Transition Plan:**

- After the Guide is completed more tasks will be moved to Corbin.
- Pam offers splitting administrative roles between Members when Corbin is gone.

#### **COVID-19 Subsidy:**

- Pam has looked into the Application.
- Sharon thinks the \$10,000 subsidy could help the Chamber out right now financially.
- Dale strongly encourages the Chamber to apply
- The subsidies interest would be free if paid back in time

- Everyone agrees to talk to Jenny about the subsidy.
- Pam says that the board should have a plan on how to use the \$10,000 from the subsidy by next month.

#### **New Business:**

- Shop Wellington North
- Callee has created and set up the website and is planning to launch it in mid May with what businesses we have.
- Callee hopes that businesses will see the website up and running and will spark interest in joining.

#### **Downtown Mount Forest Committee:**

- Dale has set up a Zoom meeting with the BIA and Mount Forest Downtown groups on May the 13th.
- The meeting will discuss the reopening of Mount Forest when COVID-19 is over and what the groups can do to help.

#### **Roundtable:**

**Jesse:** Will send Corbin an email about improving Social Media and Emails.

**Krista:** First Chamber Meeting. Not a lot to say but thanks us for letting her join.

**Pam:** Talks to Callee and Dale about the sign outside of the Chamber building. She also said that we will have to wait till the year end to change accounting services. Finally she says that the Chamber needs to figure out the Rivers invoicing issue and what the understanding is between the River and the Chamber.

**Dale:** Asks what we will do with the Spring Excellence Awards, the Chamber says they hope to move it to Fall 2020 and combine it with the AGM, however we will wait and see what happens between now and then.

Shawn called adjournment to the meeting at  
8:42pm

June 9th is the next meeting.

Minutes Written and Typed by: Corbin

Minutes Reviewed and distributed by: Sharon



146 George St., P.O. Box  
Arthur, Ontario N0G 1A0  
(519)-848-5603

**Directors Meeting Minutes  
May 12, 2020**

Attending: Tom Gorecki, Paula Coffey, Jacklyn Winter, Kristina Kelly, Dale Small, Lisa Hern  
Absent: Faye Craig

Jacklyn called meeting to order @ 5:32pm

Approval of Minutes (March Meeting) - Approved by Tom, Paula seconded

Committee Reports-

Economic Report - Presented by Dale Small

- Chamber has received \$1500.00 for rainbow projects
- No new news on the Red Grant
- Shop Wellington North will be up and running soon – Dale will hear an update at the MF Chamber meeting tonight and forward the info into us

Council Report – Presented by Lisa Hern

- TWN had received the connecting link funding!!!!
- The Township would like that input of both the Chamber and the BIA to discuss possible changes and enhancements that could possibly be done to our main street
- Dale and Lisa have asked Tom to write a letter of support regarding this
- Council still continues to meet virtually via Zoom
- They are working on a Pandemic model – as to how things can progress in the next 2 weeks
- Closures of all recreation centers will remain, until the Provincial government gives the go ahead
- The Township of hoping to start some reopening by the end of June
- The Township has received several emails regarding backyard chickens- their stand still remains – NO

Business Arising from Previous Meeting:

Billboard on Hwy 6:

- Tom stated a 5yr printed billboard \$742.80 (2X16X4), which would be located under the Foodland billboard

- This billboard would be under contact with Signs Matter and we would lease some space from Joe Abate for the usage of his property
- Jacklyn has sent over logos for Chamber, Township and banner colors to Tom, so he can discuss graphic designs with the designer
- Paula also may have a suggestion for another person whom may be able to assist us with the billboard if needed

#### Shop Wellington North:

- Website not up and running and currently only 2 businesses have registered to be on the site from Arthur

#### AGM:

- Ted Arnott – is not available to speak
- Hold off on any further planning at this point, until we see how COVID-19 continues to develop

#### Decorative Flower Chairs:

- Paula and her family have been painting the chairs
- Jacklyn will distribute and send invoices to stores whom purchase a chair
- The price will be \$45.00 including flowers (no tax)
- Thank you to Caroline for the donation of the paint for the chairs

#### New Logo:

- To thank Caroline for designing the new logo, all Directors all agreed to purchase a flower arrangement for Caroline.
- Jacklyn dropped off a card and flower basket to Caroline

#### New Business

##### Faye:

- Jacklyn will send a card to Faye from all Directors letting her know we are thinking about her at this time

##### Rainbow Art:

- Looks amazing – Thank you Paula for organizing!!!
- Received grant to cover the cost of the project - Thank you TWN!

#### Agenda Approval- Additions and deletions

- New banners go up next week and flowers baskets will be hung in June

#### Presidents Report:

- Tom is purchasing 2 X \$50.00 from many Arthur businesses to help support them at this time and then will raffle them off at his store. He would like suggestions on what businesses may need more help them others at this time.
- Dr. Sean Lisk – Chiropractor, Donna's Designs, All about Me

#### Correspondence:



-Jacklyn forwarded an online webinar from the OCC to all the Directors before the meeting – if they wish to attend

Financial Report:

-All financials in good standing – See attached report

Administrators Report:

Meeting Closed -

At 6:20pm

Next Meeting Date:

Meeting Outline for 2020:

**June – 16<sup>th</sup> @ 5:30pm via Zoom**

July - TBD

August - TBD

September 8 @ 5:30pm

October 13<sup>th</sup> @ 5:30pm

November 10th @ 5:30pm

December 8<sup>th</sup> @ 5:30pm

Dates to Remember:

October 22<sup>nd</sup>, 2020 -AGM

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH  
ARTHUR BMX/SKATEBOARD PARK AD-HOC ADVISORY COMMITTEE  
MEETING MINUTES  
WEDNESDAY, JUNE 10, 2020 @ 8:00 PM  
VIA VIDEO CONFERENCING**

**Committee Members Present:**

- Lisa Hern, Councillor, Chair
- Al Rawlins, Lions Member
- Wayne Horton, Lions Member
- Glen Cheyne, Lions Member

**Committee Members Absent:**

- Andy Lennox, Mayor
- Steve McCabe, Councillor

**Staff Members Present:**

- Michael Givens, CAO
- Mandy Jones, Community Recreation Coordinator
- Catherine Conrad, Deputy Clerk
- Tom Bowden, Recreation Services Manager
- Matthew Aston, Director of Operations

**CALLING TO ORDER**

Councillor Hern, Chair, called the meeting to order at 8:13 p.m.

**ADOPTION OF AGENDA**

RESOLUTION ABSP 2020-01

Moved: Glen Cheyne

Seconded: Wayne Horton

*THAT the agenda for the June 10, 2020 Township of Wellington North Arthur BMX/Skateboard Park Ad-Hoc Advisory Committee be accepted and passed.*

CARRIED

**DISCLOSURE OF PECUNIARY INTEREST**

No pecuniary interest disclosed.

**MINUTES OF PREVIOUS MEETING**

- October 30, 2019 – received by Council November 18, 2019

**ITEMS FOR CONSIDERATION**

**1. Financial Update**

There is \$44,075.00 in the Township account and \$24,280.29 in the Lions account for a total of \$68,255.29.

**2. Fundraising Events**

Lions Club members have distributed approximately sixty-five fundraising packages to businesses. There are a few more packages that will be handed out when

businesses reopen following the Covid pandemic. Wellington Construction is the only business to follow up on the package and donated \$5,000. There is concern that businesses may not want to donate because of lost revenues due to the Covid pandemic; or that some businesses will close as a result of the related closure. Lions Club members will follow up after recovery to convey a message that their situation is understood and ask if they could commit to a future donation.

Some fundraising opportunities have been lost, such as the golf tournament, fall fair and bank BBQs. It is uncertain if the Annual Craft Sale can proceed in the fall. Lions Club members will investigate the possibility of running chicken BBQs and how they could set up in a way that follows rules around the number of people allowed to gather. The Committee felt that the community would be very receptive to the chicken dinners.

The School Visitation Program was unable to proceed this year as planned due to strike action. In addition, school closures due to COVID-19 further impeded participation with Mr. Cox Grade 6 class. Staff will explore the possibility of communicating with the school in the fall and if permitted, will continue the school visitation program.

### 3. Planning of Park

Planning has been put on hold for the time being.

### 4. Arthur Lions Club Update

The Government of Ontario declared a provincial emergency on March 17, 2020 under the Emergency Management and Civil Protection Act. This declaration of emergency has been extended until June 30, 2020 which has restricted the Lions Club ability to proceed with planned activities. Members hope they can regenerate the chicken BBQs.

## OTHER BUSINESS

No other business tabled.

## NEXT MEETING

September 15, 2020

## ADJOURNMENT

RESOLUTION ABSP 2020-02

Moved: Al Rawlins

Seconded: Wayne Horton

*THAT the Township of Wellington North Arthur BMX/Skateboard Park Ad-Hoc Advisory Committee meeting of June 10, 2020 be adjourned at 8:44 pm.*

CARRIED



## Staff Report

**To:** Mayor and Members of Council Meeting of June 22, 2020

**From:** Tammy Pringle, Development Clerk

**Subject:** **DC 2020-015, H. BYE CONSTRUCTION LIMITED  
DRAFT PLAN OF SUBDIVISION AGREEMENT  
LONDON ROAD/BROOMER CRESCENT, MOUNT FOREST, ONTARIO**

### RECOMMENDATION

**THAT** Council of the Township of Wellington North receive Report DC 2020-015 being a report on H. Bye Construction Limited Draft Plan of Subdivision Agreement – London Road/Broomer Crescent, Mount Forest, Ontario.

**AND FURTHER THAT** the Corporation enter into a Subdivision Agreement with H. Bye Construction Limited, in the form, or substantially the same form as the draft Agreement;

**AND FURTHER THAT** the Mayor and the Clerk of the Corporation be authorized and directed to sign the Agreement on behalf of the Corporation.

### 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 East quadrant of the town on London Road, on the South side of the Birmingham St. E. extension and North side of Wellington Street E. Access will be from Broomer Crescent. The land holding is approximately 4.47 acres with 66 feet of frontage. It is legally know as: PT PK LT 4 S/S BIRMINGHAM ST PL TOWN OF MOUNT FOREST PT 1, 61R20580; SUBJECT TO AN EASEMENT IN FAVOUR OF PT PK LT 4 S/S BIRMINGHAM ST PL TOWN OF MOUNT FOREST, PT 1, 61R11573 AS IN WC319505; SUBJECT TO AN EASEMENT IN FAVOUR OF PT PK LT 4 S/S BIRMINGHAM ST PL TOWN OF MOUNT FOREST, PT 3, 61R11573 AS IN WC319506; TOWNSHIP OF WELLINGTON NORTH

#### The Proposal

The Owner has applied for Subdivision Approval from the Township for a Subdivision with Blocks 1 to 8 having a total of 30 Row Townhouse Units and Block 9 for Stormwater Management. The property is Zoned R2, Medium Density Residential. This project will include installation of services, site grading, erosion and sediment control, drainage, storm water management, street lighting and landscaping.

**Existing Policy Framework**

The subject lands are designated R2 Medium Density Residential in the Township of Wellington North Zoning By-Law 66-01 and Residential in the County of Wellington Official Plan.

<b>COMMENTS AND ANALYSIS</b>
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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 proposed agreement is attached to the By-law in this agenda package.

<b>FINANCIAL CONSIDERATIONS</b>
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Not applicable.

<b>ATTACHMENTS</b>
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- APPENDIX “A” – DRAFT APPROVED PLAN OF SUBDIVISION
- APPENDIX “B” – SITE PLAN

<b>STRATEGIC PLAN 2019 – 2022</b>
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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

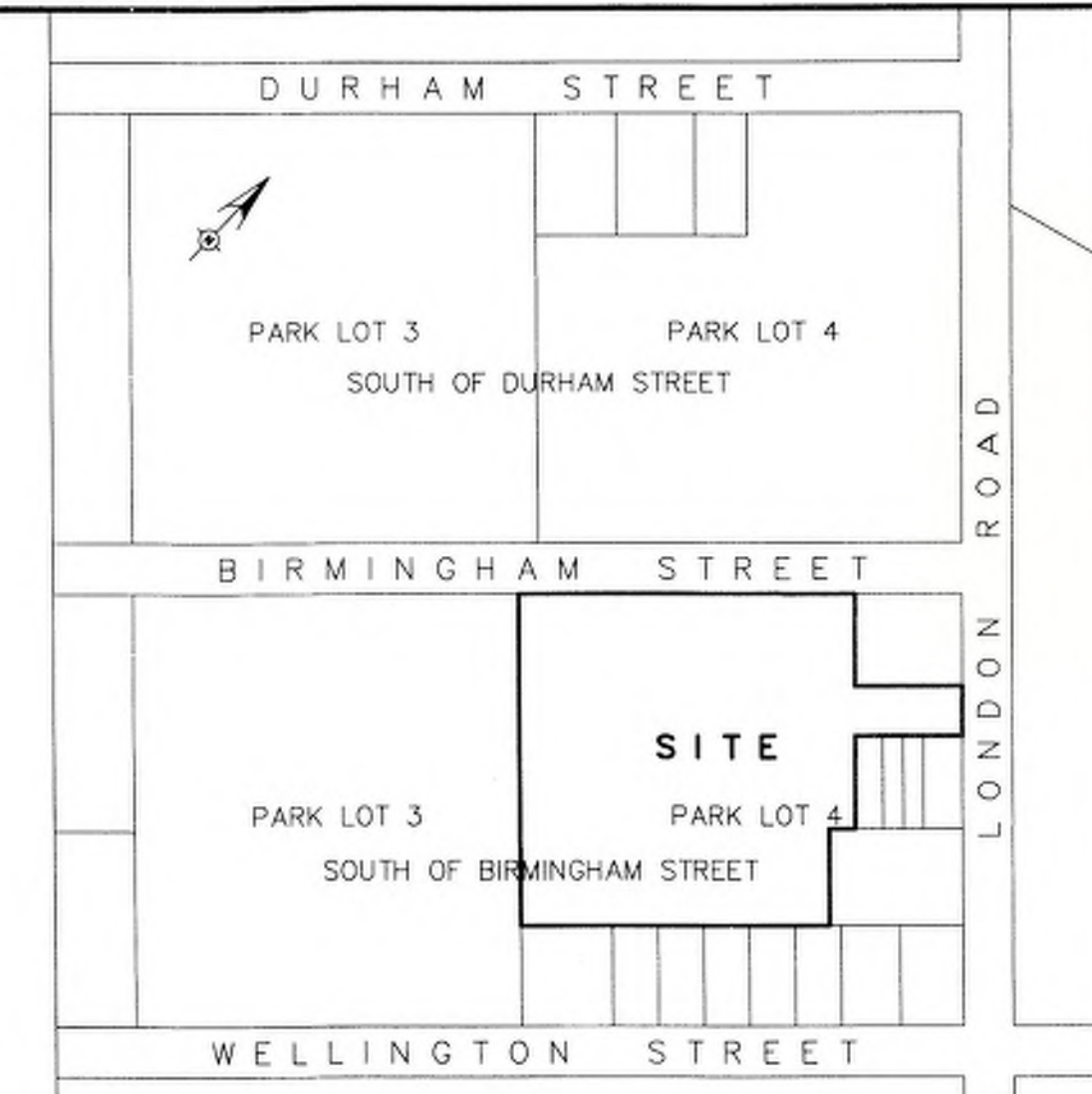
☐ Partnerships

☒ Alignment and Integration

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



## APPENDIX "A" - DRAFT APPROVED PLAN OF SUBDIVISION



KEY PLAN (1:3000)

DRAFT PLAN OF SUBDIVISION  
OF PART OF  
**PARK LOT 4**  
SOUTH OF BIRMINGHAM STREET  
LAND REGISTRAR'S COMPILED  
PLAN TOWN OF MOUNT FOREST  
GEOGRAPHIC TOWN OF MOUNT FOREST  
TOWNSHIP OF WELLINGTON NORTH  
COUNTY OF WELLINGTON

HEWETT & MILNE LIMITED  
SCALE - 1 : 500



LEGEND

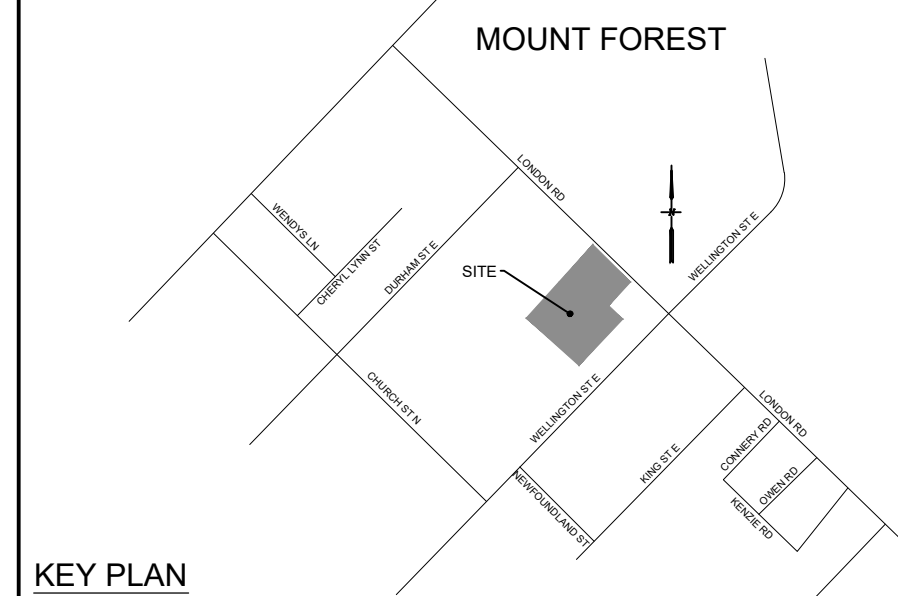
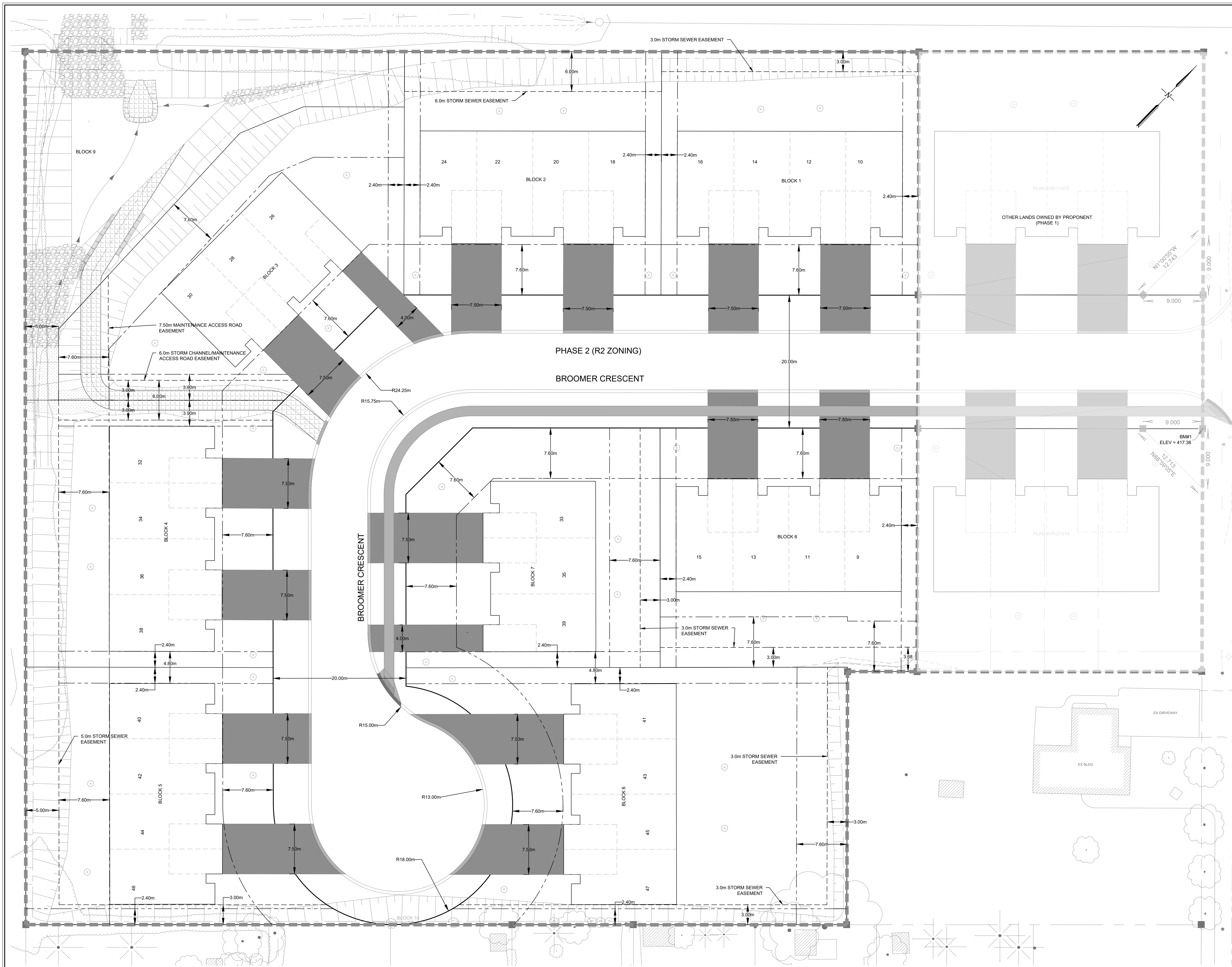
CLP DENOTES CLOTHES LINE POLE  
..... DENOTES TREE LINE

METRIC NOTE  
DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND  
CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

Subject to the conditions set forth in our  
letter dated December 4, 2018 This Draft  
Plan No. 23T-15002 is approved under  
section 51 of the Planning Act.  
This 4th day of DECEMBER 2018  
Sal.  
Aldo L. Salis, RPP, MCP  
Director of Planning and Development  
County of Wallington

DATE	REVISIONS	
<p><i>HEWETT AND MILNE LIMITED</i>  <i>ONTARIO LAND SURVEYORS</i></p>		
 <p>302, 8th STREET EAST,          OWEN SOUND, ONTARIO          P. O. BOX 112, N4K 5P1          TEL. 519-376-5528          FAX 519-376-5534          EMAIL : <a href="mailto:hdm@mmts.com">hdm@mmts.com</a></p>		
DRAWN BY	FILE #	FILE LOCATION
TS	14-31DP	47





**LEGEND:**

PHASING BOUNDARY: — — — — —

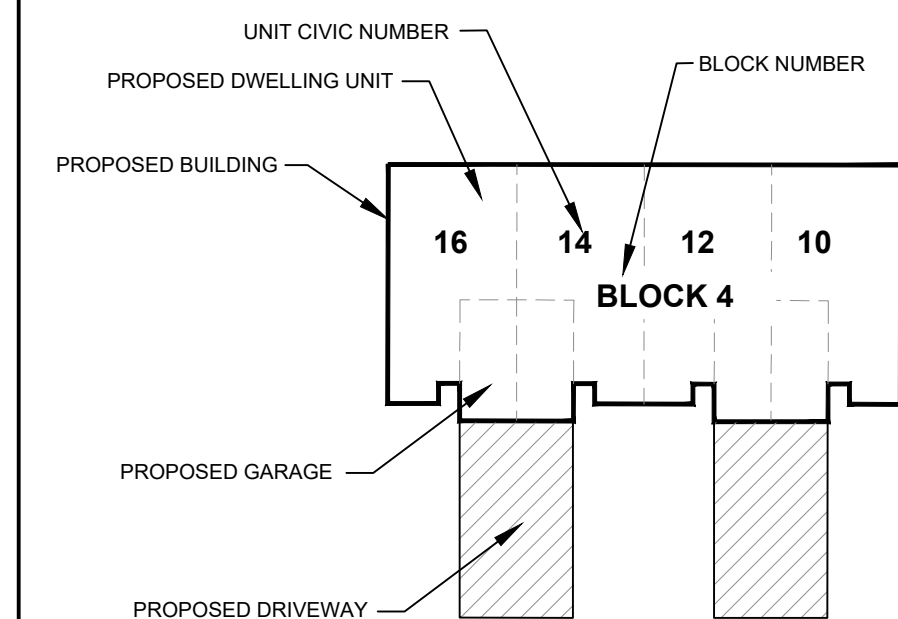
SETBACKS LIMIT: - - - - -

PROPERTY LINE: —————

EASEMENT: - - - - -

PROPOSED CENTRELINE: — — — — —

PROPOSED CURB & GUTTER: ————



Notes

1. This drawing is the exclusive property of R. J. Burnside & Associates Limited. The reproduction of any part without prior written consent of this office is strictly prohibited.
2. The contractor shall verify all dimensions, levels, and datums on site and report any discrepancies or omissions to this office prior to construction.
3. This drawing is to be read and understood in conjunction with all other plans and documents applicable to this project.

**ISSUED FOR CONSTRUCTION**

No.	Issue / Revision	Date	Auth.
1	FOR CLIENT REVIEW	2014/12/17	AS
2	ISSUED FOR DRAFT PLAN SUBMISSION	2015/02/26	AS
3	ISSUED AS PER MUNICIPAL COMMENTS	2018/01/03	AS
7	ISSUED FOR SIXTH SUBMISSION	2018/06/04	JO
8	ISSUED FOR SEVENTH SUBMISSION	2019/07/18	JO



**BURNSIDE**

R.J. Burnside & Associates Limited  
449 Josephine St., P.O. Box 10  
Wingham, Ontario, N0G 2W0  
telephone (519) 357-1521  
fax (519) 357-3624  
web www.rjburnside.com

Client  
**H.BYE CONSTRUCTION LTD.**  
P.O. BOX 189  
MOUNT FOREST, ONTARIO  
N0G 2L0

Drawing Title  
**LONDON ROAD DEVELOPMENT**

SETBACKS PLAN

Drawn PNR	Checked JO	Designed PNR/KAG	Checked JO	Date 2019/07/18	Drawing No.
Project No. 300035260	Contract No. PHASE 2	Revision No. 8			
Scale 1:250					

**C801**



# WELLINGTON NORTH

SEMPER PORRO

## Staff Report

**To:** Mayor and Members of Council Meeting of June 22, 2020

**From:** Tammy Pringle, Development Clerk

**Subject:** **DC 2020-016, ALLAN & CATHERINE SHARPE  
SITE PLAN AGREEMENT, 310 SLIGO ROAD WEST, MOUNT FOREST**

### RECOMMENDATION

**THAT** Council of the Township of Wellington North hereby:

- 1) Receive Report DC 2020-016 regarding the Final Approval of the Allan & Catherine Sharpe 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 Sligo Road West. The land holding is approximately 1.94 acres with a 175 foot frontage. It is legally known as PT PKLT 7 S/S SLIGO & W/S MAIN ST PL TOWN OF MOUNT FOREST AS IN DN43101 & RON99373; S/T RON74477; WELLINGTON NORTH; 71070-0848 LT.

#### The Proposal

The Owner has applied for Site Plan Approval from the Township to construct five, four unit townhouses. This project will include site servicing, grading, landscaping & stormwater management plan.

#### Existing Policy Framework

The subject lands are designated R3-57 Residential Exception Zone 2 – Mount Forest, in the Township of Wellington North Zoning By-Law 66-01 and Residential 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.



<b>COMMUNICATION PLAN</b>
---------------------------

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

<b>FINANCIAL CONSIDERATIONS</b>
---------------------------------

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.

<b>ATTACHMENTS</b>
--------------------

- A. Location Map
- B. Site Plan Agreement

<b>STRATEGIC PLAN 2019 – 2022</b>
-----------------------------------

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

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

SCHEDULE A – Location Map



**SITE PLAN CONTROL AGREEMENT**

THIS AGREEMENT made this 10th day of June, 2020.

BETWEEN:

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

(the “Township”)  
OF THE FIRST PART

-and-

**ALLAN AND CATHERINE SHARPE**

(the “Owner”)  
OF THE SECOND PART

WHEREAS the Owner is the registered owner of the Lands described as PT PKLT 7 S/S SLIGO & W/S MAIN ST PL TOWN OF MOUNT FOREST AS IN DN43101 & RON99373; S/T RON74477; WELLINGTON NORTH; 71070-0084 LT. (Sligo Road West, Mount Forest)

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 as show on the Plans, if any.
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 as shown on the Plans, if any.
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, its servants or agents, holding the Township 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 Two Million (\$2,000,000.00) 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) in the amount of Fifty Thousand (\$50,000) Dollars, 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 the amount equal to 50% to a maximum of Fifty Thousand (\$50,000) Dollars 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 eighteen (18) months from the date of issuance of a building permit provided that in any case where the Owner is required to do any act, delays caused by or resulting from Acts of God, war, civil commotion, fire, flood or other casualty, labour difficulties, shortages of labour, materials or equipment, government regulations, unusually severe weather, or other causes beyond the Owner's reasonable control shall not be counted in determining the time during which work shall be completed, whether such time be designated by a fixed date, a fixed time or a reasonable time, and such time shall be deemed to be extended by the period of such delay, or within eighteen (18) months 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.
- Upon failure of the owner to complete the said works and facilities within the said eighteen (18) month period provided that in any case where the Owner is required to do any act, delays caused by or resulting from Acts of God, war, civil commotion, fire, flood or other casualty, labour difficulties, shortages of labour, materials or equipment, government regulations, unusually severe weather, or other causes beyond the Owner's reasonable control shall not be counted in determining the time during which work shall be completed, whether such time be designated by a fixed date, a fixed time or a reasonable time, and such time shall be deemed to be extended by the period of such delay, 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.
- c) 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 11<sup>th</sup> day of June, 2020.

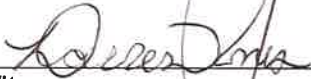

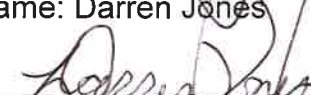
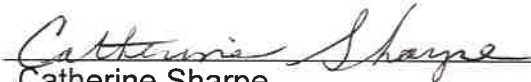
THE CORPORATION OF  
THE TOWNSHIP OF WELLINGTON NORTH

Per:



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

THIS AGREEMENT is executed by the Owner this 10<sup>th</sup> day of June, 2020.

	)	
Witness	)	Allan Sharpe
Name: Darren Jones	)	
	)	
Witness	)	Catherine Sharpe
Name: Darren Jones	)	
	)	

## **SCHEDULE "A"**

### **Approved Plans and Drawings**

Drawings prepared by GM BluePlan Engineering Limited, Project 217222, last revision date 06/25/19 including:

1. Site Plan – Drawing No. 1;
2. Site Servicing Plan – Drawing No. 2;
3. Site Grading Plan – Drawing No. 3;
4. Landscaping Plan – Drawing No. 4; and,
5. Notes, Standards and Details – Drawing No. 5.



## **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.

1. The Owner shall provide a copy of the County of Wellington Occupancy Permit for Sligo Road (Wellington County Road 6) prior to commencement of construction.
2. The Owner shall obtain and provide a copy to the Township entrance and encroachment permits from the County of Wellington prior to commencement of construction.
3. Commencement of construction may not proceed until the Township and County of Wellington have received an Environmental Compliance Approval from the Ministry of the Environment, Conservation and Parks.
4. The Owner shall provide a copy of the agreement, easement or other evidence, to the satisfaction of the Township, that the Owner has made arrangements with neighbouring land owners immediately east of the property regarding placing of fill, grading, silt fencing and other erosion control measures and access for construction of the retaining wall prior to commencement of construction.
5. The Owner shall provide a copy of clearance letters that all requirements have been met from the Upper Grand District School Board, Saugeen Valley Conservation Authority and Wellington North Power prior to construction.
6. The Owner agrees that all of the services, works, facilities and matters required under this Agreement located on the lands shall be maintained for the life of the proposed development covered by the Site Plan at the Owner's cost and expense and the Owner shall give the Township and its agents reasonable access on reasonable notice to the lands for the purpose of verification of compliance with the terms of this Agreement.
7. The Owner shall cause the fire hydrants provided for in the Site Plan to be inspected and maintained annually by a person duly licensed to perform that function, and shall (i) give the Township as least two (2) business days notice of the inspection/maintenance date or dates each year, and (ii) provide confirmation each year from such licensed person that the annual fire hydrant inspection and maintenance work has been duly preformed and completed.



## Staff Report

**To:** Mayor and Members of Council Meeting of June 22nd, 2020

**From:** Dale Small  
Economic Development Officer

**Subject:** EDO 2020-009 Economic Development Office Update

### RECOMMENDATION

**THAT** Council of the Corporation of Township of Wellington North receive for information Report EDO 2020-009 being an update from the Economic Development Office.

### PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

N/A

### BACKGROUND

The intent with this report is to provide council with a brief update on some of the activities underway/completed/supported by the Economic Development Office during the first half of 2020. Covid 19 has made it challenging at times to keep council fully informed of all the initiatives and programs and while this update is not all inclusive it is intended to cover the key programs. Further discussion can take place during the June 22<sup>nd</sup> council meeting as required.

1. The Township of Wellington North **Community Improvement Program** continues to be very popular with local business. YTD 18 applications and \$45,828 in funding have been approved supporting over \$550,000 in improvements to our Downtowns. One application was also submitted to Wellington County which resulted in a \$10,000 Invest More grant being approved for a local Arthur area business. Currently we are working with five businesses and supporting them as they work through the application process and look forward to bringing these applications to council over the next few months.
2. Our **Business Retention & Expansion Program** continues to be a key focus. Our final report on our 2019 BR+E program was delivered to Wellington County on March 18<sup>th</sup> and on May 4<sup>th</sup> we submitted our request for funding under the 2020 BR+E Implementation Fund. As County Councillor Cork reported at the last WN council meeting this request was approved by the County on May 28<sup>th</sup> and will be used to support the following programs:
  - \$10,000 in support of our Community Improvement Program
  - \$10,000 in support of Downtown Revitalization initiatives
  - \$ 5,000 funding will be used to assist with re-opening programmes, including “shopwellingtonnorth” the new online marketplace being developed in-partnership with the MF Chamber of Commerce

3. In February, an application was submitted to OMAFRA for a **(RED) Rural Economic Development Grant**, and on May 21st we received word that our application, in support of the Arthur Downtown Streetscaping Program, had been approved. Funding will cover 33% of the costs for two projects.

The application was supported by the Arthur Chamber and Business Improvement Association and the remaining 67% in funding will come from a combination of sources including the Chamber, BIA, and Economic Development Office. The two programs are:

- 24 Silhouette Snowflakes or a similar type of decoration will be purchased for the streetlight poles in Downtown Arthur. These will be in place in 2020.
- An ActiveFit outdoor fitness unit consisting of five pieces of outdoor gym equipment will be purchased for installation in 2021. During 2020 we will finalize the location, design, and types of equipment to be installed. An example of what a complete outdoor unit looks like in a Community Park type setting is as follows.



4. In January, our application for a **Digital Main Street** grant through a program funded by the Government of Ontario and delivered by the Ontario BIA Association, was approved. Digital Main Street helps improve how small main street businesses use digital tools and techniques to become more successful.

In February we partnered with the West Grey Chamber of Commerce and recruited a Digital Service Team Leader to help our small businesses, free of charge, to adopt new digital technologies which could range from e-commerce and social media to back-office systems such as payroll and inventory.

COVID 19 had some impact on this program but still over 15 businesses in our communities did reach-out and receive support. Our contract with the Digital Service Team leader comes to an end this month and we are currently finalizing a couple you-tube videos covering topics like e-commerce, social media, etc. that will be available to local businesses.

On June 11<sup>th</sup>, The Ontario government, in partnership with the federal government, announced the extension of the Digital Main Street platform. It is a \$57-million program open to all Ontario “Main Street” businesses and will enable local businesses who may have missed out on the first program to apply for a \$2,500 Digital Main Street grant to help them create and enhance their online presence. An additional feature, of the new program, is the **shopHERE powered by Google** feature. The province intends to hire highly skilled and trained students to build and support the launch of online stores for businesses that previously did not have the capacity to do so themselves.

It is estimated that about 60 percent of Ontario's small businesses have a website, and only seven percent have an online payment solution. Digitally, Canadian businesses are estimated to be two years behind our U.S. counterparts. In order for some of our small businesses to survive in a post COVID 19 environment they need to step up and become more digitally aware. With the Digital Main Street grant and supports we have removed the barriers associated with cost and knowledge and we will continue to take an active role in promoting the Digital Main Street program for the remainder of the year.

5. In January 2020, Guelph-Wellington officially launched **Our Food Future**, our community's ambitious initiative to create Canada's first circular food economy. Since that time, the COVID-19 pandemic has highlighted many of the challenges Our Food Future aims to resolve.

**Seeding Our Food Future** is a grant program offering seed funding, of up to \$5,000, as well as training and support to new and existing Guelph-Wellington food system businesses, not-for-profits, and social enterprises to support sustainable transition and recovery from current economic shocks.

An initiative of Our Food Future and Innovation Guelph's Circular Food Economy iHub., the application process opened on May 27<sup>th</sup> and closes the end of this month. We have done our best to share this grant program with businesses and social enterprises in our community that we felt would be eligible. In addition to the grant and various training and mentorship components of this program there is also an opportunity for the applicants to obtain a low interest rate loan as well.

6. **Community Foundations** is a component of our investment attraction strategy and we believe partnering with the Centre Wellington Community Foundation (CWCF) provides us with a great opportunity to obtain the benefits of a Community Foundation without having to establish our own. In January council approved establishing two \$25,000 funds and in February some of the proceeds from our very successful Mayors Bonspiel was added to the Wellington North Youth Fund. We were also advised last month that YTD over \$10,000 in anonymous donations had been received from WN residents to be added to the Wellington North Community Fund.

In response to the COVID-19 pandemic, the 191 Community Foundations have been successful in working with the Government of Canada who recently announced the **“Emergency Community Support Fund (ECSF)”**. The ECSF supports qualified applicants in running projects at the community level serving vulnerable populations that

have been especially affected by COVID-19. On May 19<sup>th</sup> we were informed that the CWCF had received \$75,000 in funding that was being made available in Centre Wellington and Wellington North for charities and not-for-profits supporting COVID 19 response.

- 7. Wellington North Farmers Market** has moved to Saturday mornings, from 8:30am to noon, in the parking lot at the Victory Community Centre and we are very fortunate to once again, have Harry Engel, return as our Market Manager. This is the seventh year for the Wellington North Farmers and Harry has been our Market Manager for the full seven years.

Lots of effort and attention is being placed on ensuring we have all the processes and procedures in place to ensure we follow the constantly changing WDGPH protocols and requirements. Our vendor list and operating procedures have all been shared with WDGPH. By moving to the parking lot, it will enable us to setup the Vendors to ensure physical distancing, and directional signage will also be placed to ensure proper flow of customers through the market. All vendor locations will be provided with pump hand sanitizer and hand washing/sanitization stations will be in place at the two entrances into the market, all in an effort to keep our vendors and customers safe.

So far, we have ten amazing vendors confirmed, and one still to be confirmed. We also typically have a number of daily vendors that come on occasion.

Big Johns Country Market	Fruits, vegetables along with a variety of meat products
Birdsong Echo Produce	Fruits, vegetables, baking along with grass-fed, non-GMO Chicken
Cugien Dog Treats	Natural, single ingredient, nutritious, hand made dehydrated dog treats
Full Circle Farm	Vegetables, salad mixes, jams, jellies, and baking
Funky Ferments	All fermented products and include preserved lemons, minced Jalapeno, Rutabaga Kimchi, fermented beets
Northside Gardens	Home baking, crafts, plants and more
Pillitteri Estates Winery	VQA Wine
Speers Quality Meats (To be confirmed)	Wide variety of frozen meats, meat-pies, etc. Future years has also included a BBQ stand that at this time is not allowed.
The Raw Carrot Soup Enterprise	Our local social enterprise with six varieties of frozen soups
Woodland Springs W.I.	Dandelion Jelly
Yeovil Gardens	Fruits, vegetables and preserves





8. **Arthur Downtown Revitalization Programs:** We continue to see the results of our 2019 Downtown Revitalization focus as we complete the implementation of a number of programs. New street banners were installed this spring and new Canada Day banners will be going up shortly to celebrate Canada's Most Patriotic Village.



Also, a new Service Club sign is being installed at the north end of Town to recognize our many excellent service clubs. This should be completed by end of month.



9. **Mount Forest Downtown Revitalization Programs:** New entryway signage has been designed with installation at all four entryway locations to take place over the summer.



New downtown street banners have also been designed for Mount Forest and will be in place by end of month. These banners incorporate the Simply Explore Mount Forest theme from the entryway signage and moving forward we can leverage this theme for joint marketing and promotion programs.



10. In addition to the Downtown Revitalization initiatives a good amount of time and attention has been given in support of both **Chambers of Commerce and Business Improvement Associations** and Councillor Hern has been keeping council informed of these activities. The Arthur BIA was established earlier this year with Keith Harris as Chair, Tom Gorecki as Treasurer and Gord Blyth as Secretary. In Mount Forest a new “re-energized” BIA board has been established with Andrew Coburn as Chair, Bill Nelson as Treasurer and Kayla Morton as Secretary.

As a result of facilitated discussions with the BIA, Chamber, and the Downtown Mount Forest group this group has now aligned closely with the Mount Forest BIA. This is great news as the Downtown Mount Forest group has many awesome ideas and will now be able to obtain support and funding through the BIA.

Funded by the Economic Development Office and operated by the Mount Forest Chamber, **Shop Wellington North** is an online platform for local businesses in Mount Forest, Arthur, and surrounding area to put their gift cards and a select number of products for sale online. Sparked from COVID-19 the Mount Forest Chamber and Township took to action in an effort to help Local Businesses. Businesses can sign up through the Chamber to be added to the online platform at no cost.

As an added incentive \$100 gift cards will be purchased from the first fifty businesses who sign-up on ShopWellingtonNorth. The River is currently working on a marketing program for us to help promote the online platform and to give-away the gift cards to the community.

11. In January council approved our enhanced **Economic Development partnership** with Minto & Mapleton and during COVID 19 we have leveraged this partnership and hosted a series of free Business Webinars to support our businesses. These webinars were well attended, and a recap follows:

DATE	WEBINAR TOPIC	TOTAL ATTENDEES	W.N. ATTENDEES
Mar. 27 <sup>th</sup>	Dave Farrow: How to stay afloat during COVID-19	127	34/26%
April 3 <sup>rd</sup>	Digital Main Street: Online Selling	42	15/35%
April 9 <sup>th</sup>	Various presenters: Ask the Experts	70	25/36%
April 23 <sup>rd</sup>	Peter Mohr The next 90 Days	65	28/43%
April 28 <sup>th</sup>	Andrew Patricio: How to manage your cashflow	27	10/37%
April 30 <sup>th</sup>	Andrew Patricio: How to Operate Remotely	34	12/36%

In all cases the webinars were recorded, and links were shared widely so that businesses unable to attend the live webinar could still view the material.

To provide local businesses with another source of information and support we also accelerated our arrangement with the Launchit Business Exploration Centre and in March Launchit opened up their services to all businesses in Mapleton and Wellington North.

We have also established a private Facebook group on social media called Business Community of Northern Wellington. All Northern Wellington businesses can join this group and the platform is being used as a place to share information and provide local updates.



12. Providing support to the local business community and connecting them to the many financial programs and other supports in place has been a key focus for the Economic Development office since the start of **COVID 19**. While I am aware of some business closures, I am also aware of at least five new businesses that are taking the opportunity to open in our community. It is also hard to know whether or not COVID 19 is the only reason for these business closures and we are hopeful that we will not see more business closures in the short-term.

Constant communication has been the key ensuring businesses are aware of all the funding programs that are available, how to obtain supply of PPE, etc. As we now move into Stage 2 and the continued gradual reopening of our community our attention will continue to focus on supporting our local business community and helping them navigate the Public Health protocols and requirements.

13. Early on the COVID 19 crisis we decided that rather than completing our own Business survey we, along with Wellington County, would encourage local businesses to participate in "**The Impacts of COVID-19** Pandemic on Businesses Survey's," which were prepared and launched by the member Counties of the Western Ontario Wardens Caucus

The first survey was completed between March 19th - April 10th with a total of 1638 businesses completing the survey. The second survey was launched on April 14<sup>th</sup> and a total of 2221 businesses participated. The intent with the second survey was to determine the shift in the economy since the first survey was completed and to help assess the impact of COVID 19 on our rural economies.

To validate the results of the survey and to ensure we were confident that they were representative of our community we completed a telephone survey with various businesses and organizations to discuss the findings. If any member of council would like to receive a copy of the complete survey, please let me know. An overview of the answer to some of the 12 questions asked is as follows:

- Which best describes the impact of COVID 19 on your business right now (Apr/May):
  - 34% = business is now temporarily closed
  - 29% = impact is significant and steadily increasing
  - 16% = impact is very significant and growing fast
  - 13% = impact is noticeable but not significant
- How has your businesses responded to COVID 19
  - 30% closed and not operating
  - 26% closed to the Public but still operating
  - 19% changed services (take-out, delivery, contact-less option)
  - 17% Business Open but Hours changed
- 57% of businesses indicated that they have accessed some form of government financial support
- The three main government supports that business have accessed were:
  - 36% Canada Emergency Response Benefit (CERB)
  - 26% Canada Emergency Bank Account (CEBA)
  - 21 % Wage Subsidy programs

- What do you need most from your local Municipal Government now:
  - 30% Financial Grants/Cash Flow/Emergency Funds\*
  - 18% Break on Municipal Charges & utilities
  - 13% Property Tax assistance
  - 11% Nothing

After the survey was completed the Federal Government announced the Regional Relief Recovery Fund (RRRF) which has proven very popular with local businesses who were ineligible to apply for some of the earlier announced funding programs. The RRRF is similar to the CEBA and is offered through the Saugeen Economic Development Corporation and we believe that had this program been announced earlier it would have significantly reduced the percentage of businesses still looking for financial support.

14. Across the country, including Wellington North, there is concern around the impacts of COVID 19 on our workforce. **Unemployment Rates**, understandably so, have continued an upward trend during April and May:

- |                                       |                                |
|---------------------------------------|--------------------------------|
| ○ Canada                              | 12.1% in April to 13.7% in May |
| ○ Province of Ontario                 | 11.3% in April to 13.6% in May |
| ○ Waterloo-Wellington-Guelph-Dufferin | 8.5% in April to 12.1% in May  |
| ○ Grey-Bruce-Huron-Perth:             | 8.1% in April to 9.3% in May   |

Many of our larger employers were able to stay open during COVID 19 and others have recently reopened, and some continue to look for workers. We expect our local unemployment numbers are consistent with the above local trends but believe/hope they will come back to previous levels by year end should the re-opening continue.

### FINANCIAL CONSIDERATIONS

None as it relates to the completion of this report

### ATTACHMENTS

None

### STRATEGIC PLAN 2019 – 2022

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

XX Yes

☐ No

☐ N/A

Which priority does this report support?

☐ Modernization and Efficiency

XX Partnerships

☐ Municipal Infrastructure

XX Alignment and Integration

**Prepared By:** Dale Small, Economic Development Officer *Dale Small*

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



## Staff Report

**To:** Mayor and Members of Council Meeting of June 22nd, 2020

**From:** Dale Small,  
Economic Development Officer

**Subject:** EDO 2020-011 Community Improvement Program

### RECOMMENDATION

**THAT** Council of the Corporation of the Township of Wellington North receive the Economic Development Officer Community Improvement Program report EDO 2020-011

**AND FURTHER THAT** Council approve grants as follows:

- up to \$10,000 to Cordon Canada Ltd. for the planned improvements to 250 Main Street South in Mount Forest
- \$2,500 Façade Improvement grant to 2452238 Ontario Inc. owners of the building at 281 Main Street South in Mount Forest.
- \$2,500 Façade Improvement grant to Claudette Liske owner of the building at 190 Main Street South in Mount Forest.
- \$2,500 Façade Improvement Grant and \$400 Application Fees Grant to Northview Properties (Darryl Good) @ 392 Main Street North, Mount Forest

### PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

N/A

### BACKGROUND

The Wellington North Community Improvement Plan (CIP) enables the Municipality to provide grants to individuals, businesses and organizations who are making improvements to their buildings all in an effort to support revitalization and redevelopment activities in our community.

Since 2012, one hundred and four applications have been received for funding. The total dollar value of improvements made in our Community is conservatively estimated at upwards to \$2.0 million and of this amount 83% has been covered by the applicants with the remaining 17% covered by grants or loans under the Community Improvement or Downtown Revitalization Programs.

This report contains four applications for approval. All applicants are eligible as per our Community Improvement Guidelines and all have been reviewed and are recommended for approval. Grant funding does not get advanced to the applicant until the improvements are completed and a copy of the final invoice provided.

A brief overview of the applications follows:

1. An application was received on May 15<sup>th</sup> from Cordon Canada Ltd. the owner of the property at 250 Main Street South in Mount Forest. Prior to receiving the application, a local real estate professional, had contacted the EDO to provide an overview of the planned redevelopment of this property and to do a virtual introduction of the applicant.

This property was previously the location of a restaurant and has been vacant for quite some time. Approximately five years ago the front section of the building was removed and a picture of the front and back of the current location follows.



The owner's intent is to demolish and remove the remaining commercial structure and build a new structure that would consist of one, 1,806 sq. ft. commercial unit and one, 1,080 sq. ft. residential unit on the Main Floor. On the second floor, plans call for an additional three residential units, of approximately 1,100 sq. ft. each.

As the building is located in the Downtown Intensification Corridor this conversion fits nicely into our Growth Plan strategies, Development Charges incentives and Downtown Revitalization focus to promote more downtown living options. The estimated overall cost of this design build structure, including land, is in excess of \$450,000.

Eligible costs for Community Improvement Program funding include building permit fees, façade improvements, accessibility enhancements and building improvements which includes grants available to support the conversion of existing underutilized space to better use. Additional savings will also be available from a Development Charges perspective.

The development, upon completion, will also be eligible for a T.I.E.R.R. grant and staff will work with the property owner to obtain the information necessary to support this grant funding in future years. Staff also believe that the applicant will be eligible for upwards to \$10,000 in CIP Invest Well funding from Wellington County and preliminary discussions have been held with the County Economic Development Office. An application will be submitted to the County once Wellington North council approve this application.

2. An application was received on June 5<sup>th</sup> from the Property Manager on behalf of the owner of the building at 281 Main Street South in Mount Forest. This building is currently occupied by Youngsters on Main and Stumbled Upon and also has a Main Street entrance to second floor apartment units.

The applicant is planning the following improvements to the façade of the building at an estimated expense of \$9,500. All improvements are eligible for funding under our CIP:

- Removal of the old awning
- Removing flaking paint on lower half of the building
- Repainting metal on the brown awning
- Installing new gooseneck façade lighting

A copy of the before and after follows:





3. An application was received on June 15<sup>th</sup> from the Property Owner who is also the Business Owner at 190 Main Street South in Mount Forest. This building is currently occupied by Forest Physiotherapy.

The applicant is planning the following improvements to the façade of the building at an estimated expense of \$6,500. All improvements are eligible for funding under our CIP:

- Removing flaking paint on the building, trim and shutters
- Repainting of the entire front of the building
- Repainting of the entire trim and shutters
- Repainting of Upper Trim on the south side of the building.

A copy of the before photo is as follows:

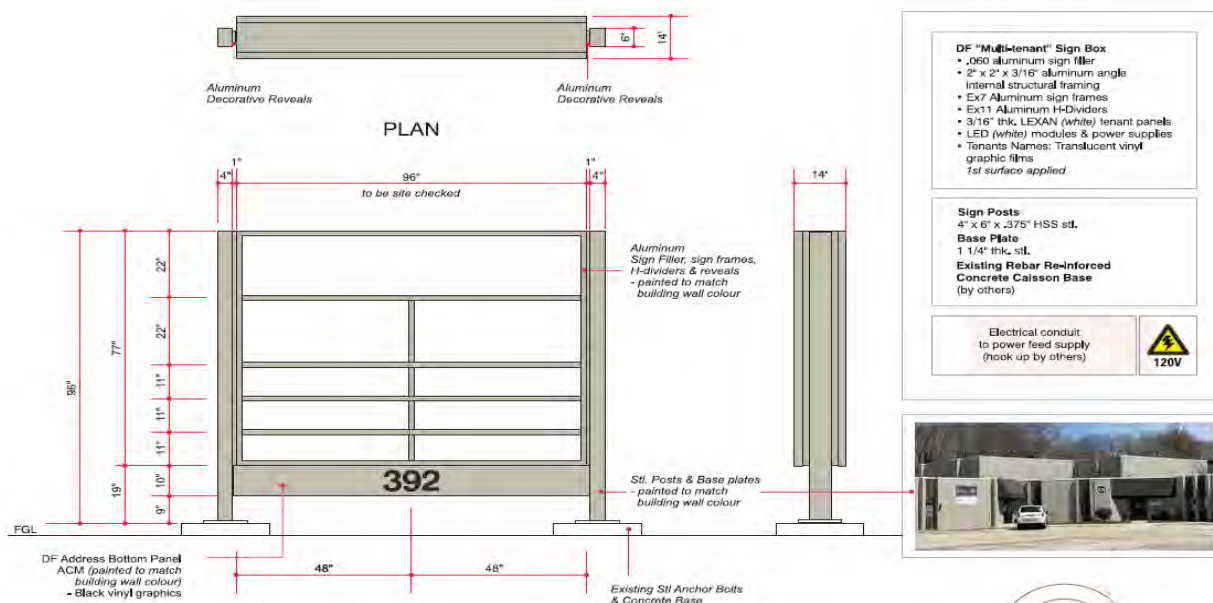


4. An application was received on June 12<sup>th</sup> from the Property Manager on behalf of the owners of the commercial plaza at 392 Main Street North in Mount Forest. This building was also recently painted and has had three new businesses open/plan to open within the past year.

In order to provide better exposure to the businesses located in the Plaza the owner is considering putting up a commercial sign and has applied for a building permit from our Building Department. Eligible expenses are in the vicinity of \$12,300 and include the following:

- |                                 |          |
|---------------------------------|----------|
| • Building Permit Fees          | \$ 400   |
| • Sign Structure                | \$ 6,400 |
| • Business Inserts/Names/Panels | \$ 2,800 |
| • Concrete Base                 | \$ 1,400 |
| • Electrical                    | \$ 1,300 |

A copy/sketch of the new sign follows:



## FINANCIAL CONSIDERATIONS

**\$50,000** in CIP funding is available for use in 2020 from the following sources:

- **\$35,000** in approved funding in the Economic Development budget
- **\$ 5,000** for Blade Signage is available within our Downtown Revitalization Program
- **\$10,000** in funding is available from the BR+E Implementation fund

With these applications **\$48,728** in funding has been approved YTD. Of this amount we would expect that upwards to \$10,000 would not be paid out until 2021.

## ATTACHMENTS

## 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:**

Dale Small, Economic Development Officer

*Dale Small*

**Recommended By:**

Michael Givens, Chief Administrative Officer

*Michael Givens*



## Staff Report

**To:** Mayor and Members of Council Meeting of June 22nd, 2020

**From:** Dale Small; Economic Development Officer  
Matt Aston; Director of Operations  
Adam McNabb; Director of Finance

**Subject:** EDO 2020-012 Connecting Link Streetscape Enhancements Update

### RECOMMENDATION

**THAT** Council of the Corporation of Township of Wellington North receive for information Report EDO 2020-012 being a report on the Connecting Link Streetscape enhancements;

**AND FURTHER THAT** Council support the recommendations and plan outlined in this report to engage with the Arthur Chamber of Commerce, BIA and Township Engineer.

### PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

Resolution 2020-171 dated June 1st, 2020 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.

### BACKGROUND

On May 6th, the Township received the good news that Connecting Link funding in the amount of \$1.7 million had been approved by the province to go towards the repaving of George street in Arthur.

Recognizing the good work undertaken by the Arthur Downtown Revitalization Committee, Council supported the Notice of Motion initiated by Councillor Hern to engage both the Arthur Chamber and BIA in the discussions around possible additional streetscape enhancements that could be undertaken at the same time. On June 4<sup>th</sup> staff met with Councillor Hern and have drafted the following timeline for these discussions.

June 30<sup>th</sup>: At the Arthur Chamber of Commerce meeting on June 16<sup>th</sup> and the Arthur BIA meeting of June 17<sup>th</sup> it was agreed that a prioritized list of streetscape and landscape enhancements would be provided to the Township by the end of June. This list is being prepared by a combination of Chamber and BIA Directors and is being led by Paula Coffey who was also a prominent member of the 2019 Arthur Downtown Revitalization Committee.



July 31<sup>st</sup>: With this list of potential enhancements, during July, Township staff will engage with the Township Engineer and other required partners and work towards having cost estimates for these streetscape and landscape improvements completed by the end of July.

August 31<sup>st</sup>: During August the plan calls for the finalized list of improvements to be agreed to by all parties and this will also include recommendations as it relates to the additional funding requirements.

Sept. 30<sup>th</sup>: During September staff will come back to council with a final report for discussion and approval.

The overall project timelines for the Connecting Link project call for the project tender to be issued in December/January so the above schedule will enable us sufficient time to ensure the streetscape enhancements are included in the tender and also provides us with four-six weeks lee-way should we require additional time.

For council's information the plan is for Public Meetings to take place in the spring of 2021 and construction to start April/May 2021.

### FINANCIAL CONSIDERATIONS

Recommendations on Financial impacts will be included in the September 2020 council report.

### ATTACHMENTS

### 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:

Dale Small, Economic Development Officer  
Matt Aston, Director of Operations  
Adam McNabb, Director of Finance

*Dale Small*  
*Matt Aston*  
*Adam McNabb*

#### Recommended By:

Michael Givens, Chief Administrative Officer

*Michael Givens*

6/17/20

**Township of Wellington North**  
**VENDOR CHEQUE REGISTER REPORT**  
**Payables Management**

<b>Cheque Number</b>	<b>Vendor Cheque Name</b>	<b>Cheque Date</b>	<b>Amount</b>
75942		5/29/20	\$210.00
75943		5/29/20	\$345.23
75944	Bluewater Fire & Security	5/29/20	\$1,465.84
75945		5/29/20	\$390.00
75946	Broadline Equipment Rental Ltd	5/29/20	\$158.62
75947	Chalmers Fuels Inc	5/29/20	\$23.11
75948	CMHA Waterloo Wellington	5/29/20	\$5,000.00
75949		5/29/20	\$1,768.00
75950		5/29/20	\$140.00
75951		5/29/20	\$152.00
75952	Duncan, Linton LLP, Lawyers	5/29/20	\$1,247.99
75953		5/29/20	\$216.00
75954		5/29/20	\$400.00
75955		5/29/20	\$140.00
75956		5/29/20	\$76.00
75957		5/29/20	\$140.00
75958		5/29/20	\$140.00
75959		5/29/20	\$70.00
75960		5/29/20	\$176.00
75961	Hydro One Networks Inc.	5/29/20	\$2,638.64
75962		5/29/20	\$210.00
75963		5/29/20	\$140.00
75964		5/29/20	\$152.00
75965	Manulife Financial	5/29/20	\$50,758.55
75966	Marquardt Farm Drainage Ltd	5/29/20	\$1,900.00
75967		5/29/20	\$135.00
75968		5/29/20	\$72.50
75969		5/29/20	\$282.50
75970		5/29/20	\$70.00
75971		5/29/20	\$210.00
75972		5/29/20	\$261.00
75973		5/29/20	\$70.00
75974		5/29/20	\$76.00
75975		5/29/20	\$222.00
75976		5/29/20	\$140.00
75977		5/29/20	\$140.00
75978		5/29/20	\$140.00
75979		5/29/20	\$140.00
75980		5/29/20	\$351.00
75981		5/29/20	\$70.00

Cheque Number	Vendor Cheque Name	Cheque Date	Amount
75982		5/29/20	\$70.00
75983		5/29/20	\$322.00
75984		5/29/20	\$766.00
75985	Suncor Energy Inc.	5/29/20	\$2,641.90
75986		5/29/20	\$140.00
75987		5/29/20	\$270.00
75988	Enbridge Gas Inc.	5/29/20	\$2,222.93
75989	Vanwoudenberg, Christa	5/29/20	\$264.00
75990		5/29/20	\$146.00
75991		5/29/20	\$281.00
75992	Waste Management	5/29/20	\$1,233.96
75993	Wellington Advertiser	5/29/20	\$510.20
75994	Wellington Comfort Systems Ltd	5/29/20	\$372.90
75995	Well Cty Fire Chiefs Assoc	5/29/20	\$250.00
75996	Young's Home Hardware Bldg Cen	5/29/20	\$309.65
75997		5/29/20	\$70.00
75998	Abell Pest Control Inc	6/10/20	\$183.04
75999	Arthur Foodland	6/10/20	\$18.72
76000	B & L Farm Service Ltd.	6/10/20	\$14,746.50
76001	Bell Canada	6/10/20	\$758.79
76002	Bluewater Fire & Security	6/10/20	\$113.00
76003	Broadline Equipment Rental Ltd	6/10/20	\$228.93
76004	Chalmers Fuels Inc	6/10/20	\$370.52
76005		6/10/20	\$140.00
76006	Fundex Investments Inc. In Tru	6/10/20	\$779.40
76007		6/10/20	\$1,900.00
76008	Hydro One Networks Inc.	6/10/20	\$742.31
76009		6/10/20	\$230.35
76010	Kraemer LLP	6/10/20	\$2,635.16
76011	Kronos Canadian Systems Inc.	6/10/20	\$1,130.01
76012	Marquardt Farm Drainage Ltd	6/10/20	\$1,900.00
76013	Mount Forest Foodland	6/10/20	\$24.90
76014	MOLOK NORTH AMERICA LTD	6/10/20	\$177.14
76015	Ont Mun Employee Retirement	6/10/20	\$40,611.12
76016	R. J. Burnside & Assoc. Ltd.	6/10/20	\$1,455.16
76017	Royal Bank Visa	6/10/20	\$4,364.58
76018	Sacred Heart Church	6/10/20	\$2,500.00
76019		6/10/20	\$38.87
76020	St. Mary Parish	6/10/20	\$7,329.15
76021	Suncor Energy Inc.	6/10/20	\$5,427.48
76022	TD Wealth	6/10/20	\$779.40
76023	Trillium Ford Lincoln	6/10/20	\$1,810.18
76024	Turris Sites Development Corp.	6/10/20	\$66.09
76025	Enbridge Gas Inc.	6/10/20	\$4,855.21
76026	Waste Management	6/10/20	\$1,064.46
76027	Wellington Catholic Dist Sch B	6/10/20	\$619.00

Cheque Number	Vendor Cheque Name	Cheque Date	Amount
76028	Wightman Telecom Ltd.	6/10/20	\$135.55
76029	Workplace Safety & Ins Board	6/10/20	\$6,977.80
76030	Young's Home Hardware Bldg Cen	6/10/20	\$140.00
EFT0000591	Arthur Home Hardware Building	5/29/20	\$34.66
EFT0000592		5/29/20	\$215.04
EFT0000593	Barclay Wholesale	5/29/20	\$829.42
EFT0000594	B M Ross and Associates	5/29/20	\$27,168.84
EFT0000595	CARQUEST Arthur Inc.	5/29/20	\$29.57
EFT0000596	Cedar Signs	5/29/20	\$4,562.82
EFT0000597	Cimco Refrigeration	5/29/20	\$3,247.43
EFT0000598	CMT Engineering Inc.	5/29/20	\$1,302.90
EFT0000599	Coffey Plumbing, Div. of KTS P	5/29/20	\$435.62
EFT0000600	County of Wellington	5/29/20	\$1,220,906.00
EFT0000601	Da-Lee Dust Control	5/29/20	\$22,666.00
EFT0000602	Darroch Plumbing Ltd.	5/29/20	\$193.99
EFT0000603	Digital Postage On Call	5/29/20	\$5,650.00
EFT0000604	Eric Cox Sanitation	5/29/20	\$3,025.58
EFT0000605	FOSTER SERVICES/822498 ONT INC	5/29/20	\$2,088.24
EFT0000606	Frey Communications	5/29/20	\$861.02
EFT0000607	H Bye Construction Limited	5/29/20	\$237.30
EFT0000608	Hort Manufacturing (1986) Ltd.	5/29/20	\$1,007.60
EFT0000609	Huronina Welding	5/29/20	\$101.00
EFT0000610	Joe Johnson Equipment Inc.	5/29/20	\$6,035.97
EFT0000611	Officer's Auto Care Inc.	5/29/20	\$870.16
EFT0000612	OSIM Inc.	5/29/20	\$1,028.30
EFT0000613	PACKET WORKS	5/29/20	\$169.50
EFT0000614	Purolator Inc.	5/29/20	\$11.92
EFT0000615	Rural Routes Pest Control Inc.	5/29/20	\$84.75
EFT0000616	Viking Cives Ltd	5/29/20	\$1,523.88
EFT0000617	Agrisan SC Pharma	6/10/20	\$3,693.05
EFT0000618	ALS Canada Ltd.	6/10/20	\$610.77
EFT0000619	Arthur Home Hardware Building	6/10/20	\$2,487.56
EFT0000620	Blackline Consulting	6/10/20	\$26,206.96
EFT0000621	B M Ross and Associates	6/10/20	\$9,684.14
EFT0000622	Caldecott Millwright Services	6/10/20	\$11,051.40
EFT0000623	Canadian Safety Equipment	6/10/20	\$20,899.35
EFT0000624	CARQUEST Arthur Inc.	6/10/20	\$126.77
EFT0000625	Cedar Signs	6/10/20	\$761.77
EFT0000626	CIMA Canada Inc.	6/10/20	\$32,774.98
EFT0000627	Cordes Enterprise	6/10/20	\$1,669.87
EFT0000628	County of Wellington	6/10/20	\$5,405.00
EFT0000629	Canadian Union of Public Emplo	6/10/20	\$1,759.33
EFT0000630	CW AND COMPANY	6/10/20	\$259.90
EFT0000631	Da-Lee Dust Control	6/10/20	\$30,230.66
EFT0000632	Decker's Tire Service	6/10/20	\$429.40
EFT0000633	Delta Elevator Co. Ltd.	6/10/20	\$878.83

Cheque Number	Vendor Cheque Name	Cheque Date	Amount
EFT0000634	Eric Cox Sanitation	6/10/20	\$64.98
EFT0000635	Excel Business Systems	6/10/20	\$147.23
EFT0000636		6/10/20	\$169.49
EFT0000637	Fire Marshal's Public Fire Saf	6/10/20	\$1,400.07
EFT0000638	FOXTON FUELS LIMITED	6/10/20	\$332.87
EFT0000639	Frey Communications	6/10/20	\$8,525.76
EFT0000640	Ideal Supply Inc.	6/10/20	\$25.16
EFT0000641	International Trade Specialist	6/10/20	\$623.59
EFT0000642	Lange Bros.(Tavistock) Ltd	6/10/20	\$1,695.00
EFT0000643	M & L Supply, Fire & Safety	6/10/20	\$761.43
EFT0000644	Maple Lane Farm Service Inc.	6/10/20	\$57.49
EFT0000645	Martins TLC	6/10/20	\$3,622.78
EFT0000646	Metercor Inc.	6/10/20	\$3,051.00
EFT0000647	Moorefield Excavating Limited	6/10/20	\$57,255.21
EFT0000648	North Wellington Co-op Service	6/10/20	\$229.83
EFT0000649	Officer's Auto Care Inc.	6/10/20	\$91.61
EFT0000650	Ontario One Call	6/10/20	\$133.59
EFT0000651	PETRO-CANADA	6/10/20	\$1,932.31
EFT0000652	Purolator Inc.	6/10/20	\$28.54
EFT0000653	R&R Pet Paradise	6/10/20	\$2,263.72
EFT0000654	Resurfice Corporation	6/10/20	\$408.50
EFT0000655	ROBERTS FARM EQUIPMENT	6/10/20	\$718.33
EFT0000656	Stephen Hale	6/10/20	\$1,276.90
EFT0000657	Superior Tire Sales & Service	6/10/20	\$264.34
EFT0000658	T&T Power Group	6/10/20	\$6,434.22
EFT0000659	Teviotdale Truck Service & Rep	6/10/20	\$287.50
EFT0000660	Town of Minto	6/10/20	\$94.16
EFT0000661	Triton Engineering Services	6/10/20	\$12,654.20
EFT0000662	Upper Grand Dist School Board	6/10/20	\$2,167.00
EFT0000663	Wellington Construction Contra	6/10/20	\$280,591.43
EFT0000664	Yake Electric Ltd	6/10/20	\$9,717.11
EFT0000665	PETRO-CANADA	6/11/20	\$2,425.05
Total Cheques:			<b>\$2,037,228.99</b>



## WELLINGTON NORTH

SEMPER PORRO

# Staff Report

**To:** Mayor and Members of Council  
Meeting of June 22, 2020

**From:** Adam McNabb, Director of Finance

**Subject:** Report TR2020-08 Being a report on County Financial Relief Measures, and update on current year Township financial health

### RECOMMENDATION

**THAT** the Council of the Corporation of the Township of Wellington North receive Report TR 2020-08 being a report on County Financial Relief Measures, and update on current year Township financial health;

**FURTHER THAT** the Council direct staff to issue the June 2020 County levy instalment in full, and defer the Education payments to the Province due in quarters 2 and 3 to optimize cash flow for the Township, and offset collection delays born by Township response to the COVID-19 global pandemic.

### PREVIOUS PERTINENT REPORTS / BY-LAWS / RESOLUTIONS

Report TR2020-005 Being a report on Relief from Penalties and Interest on Property Taxes

### BACKGROUND

March 16, 2020 at 12:00 pm, all municipal facilities will be closed to the public, including Mount Forest & District Sports Complex, Arthur & Area Community Centre, Arthur and Mount Forest Fire Halls, Damascus Hall, the Arthur Seniors Hall and the Kenilworth Municipal office.

March 23, 2020 – Emergency declaration - County of Wellington and all seven of its member municipalities

March 25, 2020 the Minister of Finance, the Honourable Rod Phillips, delivered an economic and fiscal update at Queen's Park which detailed several items of note from a Municipal perspective – namely:

- The property Tax Assessment previously scheduled for 2020 has been postponed until 2021 – Assessed values for 2021 will be based on the same valuation as they are for 2020.

- The provincial government is deferring the required municipal quarterly remittance of education tax collections by 90 days. The remittance which would have been due on June 30 is now due on September 30. The payment which had been due September 30 is now due December 30. This measure supports single and lower tier Council decisions on property tax deferrals and the waiving of late penalties.

March 27, 2020 the Township of Wellington North circulates Notice of consideration of waiver of penalty and interest on property taxes for 60 days from the due date beginning with the April 24<sup>th</sup> instalment, and is subsequently endorsed by Council.

May 19, 2020 the County issues report on Levy relief measures which details certain cash flow mitigation measures (report attached) aimed at providing flexibility for lower tier municipalities within the County.

June 1, 2020 - Prime Minister Justin Trudeau announces that the federal government would accelerate the payment of the 2020 federal Gas Tax Fund allocation to help municipalities pay for infrastructure projects and take advantage of the summer construction season.

## FINANCIAL CONSIDERATIONS

As of May 31<sup>st</sup>, the Township has seen COVID related recreation cancellations totalling just north of \$98,000 (Paid, and unpaid, comprised of \$73.7K facilities, Aquatics \$8K, and Day Camp \$16.5K) . Additionally, and likely in large part due to the waiver of penalty and interest on the April 24<sup>th</sup> property tax instalment, the Township has realized a year over year decline in interest revenue in the amount of ~\$8,000, and an increase in our outstanding A/R in the amount of \$527,400. While it is envisaged that the increase in outstanding A/R is predominantly a timing issue, it does put strain on Township cash flows in the short term. Year over summary of key metrics is detailed below for reference:

	<u>2019 YTD</u>	<u>2020 YTD</u>	<u>Difference</u>
Recreation revenues	102,617.00	28,110.00	(74,507.00)
Interest revenues	76,653.86	68,617.16	(8,036.70)
A/R	1,100,826.56	1,628,219.33	527,392.77

June 2020 will see a significant draw on the Township's cash position with the following items currently in the pipeline:

Q2 County Instalment – \$2,746,100

Debt Servicing Costs – \$1,200,900

Volunteer Firefighter Pay – Occurs Bi-annually

Ongoing Capital works – Actual amount unknown (YTD May 31 Spend - \$2,816,600)

Operating Expenses – Varies

In light of the above noted transactions, and the current position of taxes receivable, it is the recommendation of the author to facilitate the full instalment to the County for Q2, and take advantage of the deferral option extended by senior levels of government to postpone education instalments for Q2 2020 to mitigate strain on short term cash flow requirements, and

bolster interest revenues to offset directly attributable COVID-19 expenses not previously budgeted (YTD ~\$14K).

<b>ATTACHMENTS</b>
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County Report – COVID-19 Levy Relief Measures

<b>STRATEGIC PLAN 2019 – 2022</b>
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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

<b>Prepared By:</b>	Adam McNabb, Director of Finance	<i>Adam McNabb</i>
<b>Recommended By:</b>	Michael Givens, Chief Administrative Officer	<i>Michael Givens</i>





# COUNTY OF WELLINGTON

## COMMITTEE REPORT

**To:** Chair and Members of the Administration, Finance and Human Resources Committee  
**From:** Ken DeHart, County Treasurer  
**Date:** Tuesday, May 19, 2020  
**Subject:** COVID-19 – County Levy Relief Measures

### Background:

As reported to committee in April, the Wellington County Treasurers group continue to meet weekly to monitor the cash flow impact of COVID-19 on property tax collections and to explore ways the two levels of municipal government can work collaboratively to manage cash flow demands for the whole County. Both levels of municipal government provide essential services that need to be maintained to protect the safety and well-being of Wellington County residents. Providing these services requires funding and 46% of the County's operating budget comes from levy raised through local property taxes.

### Municipal Property Tax Relief Measures

On March 24, 2020, the County and all seven of its local municipalities announced their intention to waive all penalties and interest on both tax and water/sewer payments on 2020 amounts for 60 days from the due dates. This was to ensure that residents and businesses who found themselves in financial hardship during the pandemic can defer their next property tax payment without penalty.

Since that time, each of our seven local municipalities have passed by-laws to waive penalty and interest charges for 60 days with various effective dates depending on local tax installment dates. Local municipalities may extend the 60-day time period as the situation remains on-going and unresolved. Additional strain is placed on local revenue sources resulting from the closure of recreational facilities, activities and user fee charges.

### County Property Tax Relief Measures

County By-law 4916-07 sets out the amount and timing of the quarterly levy payments each local municipality is responsible for paying to the County. The County is in receipt of all levies owing for the first quarter instalment on March 31. Three additional levy instalments are due June 30, September 30 and December 15. COVID-19 financial mitigation measures for residents and business could materially impact levy instalments remaining in 2020.

In consultation with local treasurers, County staff propose the following cash flow mitigation measures:

- Effective for the Q2 and Q3 levy (due June 30 and September 30), local municipalities may remit County Levy in the same proportion as collections received at the local level for that period
- The proportion of collections not received at the local level are not due to the County until December 15 and will be penalty and interest free until that time
- All outstanding levy balances (unremitted portions of Q2, Q3 and all of Q4) are due to the County by the Q4 due date of December 15, 2020.
- Estimates of collections for Q2 and Q3 are to be made to the nearest 5% and will be calculated and validated by the local municipal Treasurer

In order to enact tax levy relief measures at the County, amendments are required to By-law 4916-07. A revised schedule of instalments due from local municipalities is attached as Appendix A.

### **Financial Implications**

The proposed tax levy relief measures will have an impact on the County's cash flows. Allowing local municipalities to remit only the portion of County taxes they collect during the period rather than the prescribed instalment will result in the County needing to rely on its own operating cash flow to support ongoing operations while it carries the taxes receivable.

Typically, as the County receives the quarterly levy payments from the local municipality, short-term investments are made to earn a return on cash flow not immediately required for operations. The 2020 Budget estimated investment returns based on 2019 rates and the implementation of this short-term investment strategy. Unprecedented decreases in the Bank of Canada target rate and volatility in equity markets are already having a negative impact on the rate of return for all investment instruments. The County would not have earned its targeted investment income on short-term funds even if the levy relief measures were not implemented.

Adopting these relief measures will support local municipalities and their retention of cash to fund ongoing operational costs at the local level. The County's liquidity position is not anticipated to be significantly impacted by adopting this revised levy payment strategy in 2020.

Relief measures proposed at both the County and local levels do not include the write-off of property taxes or levy. The proposal adds a measure of payment flexibility over the year but still requires that property taxes and levies be paid by the end of 2020. The costs associated with this plan are limited to the loss of investment income and potential short-term financing costs should debt be required to fund operations. Local municipalities will also experience the loss of budgeted penalty/interest revenues.

A financial relief programme that encourages residents to continue to pay what they can afford to support County and local essential services will help to protect the fiscal sustainability for both levels of municipal government. The federal and provincial government have announced a number of relief programmes to support residents and businesses in managing their finances. County and local property tax relief measures are designed to recognize financial hardship facing our citizens while ensuring municipalities within the County of Wellington retain a measure of fiscal stability to continue providing essential services.

### **Recommendation:**

That the Schedule of Revised 2020 Levy Instalments due to the County of Wellington identified in Appendix A to this report be approved; and

That staff be directed to prepare the necessary by-law.

Respectfully submitted,



Ken DeHart, CPA, CGA  
County Treasurer

APPENDIX A  
Schedule of Revised 2020 Levy Instalments due to the County of Wellington

Estimates/Instalments	Puslinch	Guelph/Eramosa	Erin	Ctr Wellington	Mapleton	Minto	Well North	County Wide
2019 Levy as Adjusted*	\$14,965,303	\$16,136,616	\$14,764,392	\$28,920,935	\$10,137,154	\$5,991,541	\$9,615,740	\$100,531,682
2020 Taxable Levy Estimate	\$15,651,974	\$16,977,929	\$15,372,857	\$30,150,705	\$10,965,970	\$6,320,338	\$10,173,027	\$105,612,800
2020 PIL Estimate	\$283,302	\$35,683	\$40,991	\$283,737	\$23,293	\$42,472	\$125,880	\$835,356
2020 Linear Property Estimate	\$11,794	\$4,565	\$5,930	\$1,116	\$0	\$0	\$1,200	\$24,604
Total County Levy Estimate	\$15,947,070	\$17,018,176	\$15,419,778	\$30,435,557	\$10,989,263	\$6,362,809	\$10,300,107	\$106,472,760

Payment 1, Received March 31	\$3,741,326	\$4,034,154	\$3,691,098	\$7,230,234	\$2,534,289	\$1,497,885	\$2,403,935	\$25,132,920
Payment 2, Due June 30	NOTE 1	NOTE 1	NOTE 1	NOTE 1	NOTE 1	NOTE 1	NOTE 1	NOTE 1
Payment 3, Due September 30	NOTE 2	NOTE 2	NOTE 2	NOTE 2	NOTE 2	NOTE 2	NOTE 2	NOTE 2
Payment 4, Due December 15	NOTE 3	NOTE 3	NOTE 3	NOTE 3	NOTE 3	NOTE 3	NOTE 3	NOTE 3

Total all 2020 Instalments	\$15,947,070	\$17,018,176	\$15,419,778	\$30,435,557	\$10,989,263	\$6,362,809	\$10,300,107	\$106,472,760
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\* 2019 Levy as Adjusted includes PIL and Linear Payments

NOTE 1 SECOND LEVY INSTALMENT	Instalment equal to 50% of the amount required for County purposes for the current year, less the amount of the instalment due March 31 OR the proportionate share of collections received during the period by the local municipality, as determined by the local Treasurer within 5%, whichever is less.
NOTE 2 THIRD LEVY INSTALMENT	Instalment equal to 25% of the amount required for County purposes for the current year OR the proportionate share of collections received during the period by the local municipality, as determined by the local Treasurer within 5%, whichever is less.
NOTE 3 FINAL LEVY INSTALMENT	The balance of the amount required for County purposes for the year including prescribed adjustments that may be made subsequent to the establishment of estimates for the year.



## WELLINGTON NORTH

SEMPER PORRO

# Staff Report

**To:** Mayor and Members of Council Meeting of June 22, 2020

**From:** Chris Harrow, Director of Fire Services

**Subject:** DFC 2020-001 Wellington North Fire Services Social Media Policy

### RECOMMENDATION

**THAT** the Council of the Township of Wellington North receive Report DFC 2020-001 being a report on the Wellington North Fire Services Social Media Policy;

**AND FURTHER THAT** Council approve the Wellington North Fire Services social media policy.

### PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

N/A

### BACKGROUND

Social media plays a big part in society today. The Township of Wellington North has been on social media for many years on different platforms including Twitter, Facebook, and YouTube. These sites can be used to educate and inform our residents about pertinent information related to our community. All the sites have very useful purposes and are relied upon daily by staff.

The Fire Services are no different. We are mandated by the Fire Protection and Prevention Act to provide public education to the community. In today's world, social media is a necessary engine to use to get our word out. Using social media is an extremely low-cost method of getting our messages out for both public education and emergency preparedness purposes.

Social media can also be an effective tool for informing the public and the media of emergency incidents we are involved in. For example, attending an incident on one of our roadways we can alert the public instantaneously that the road is closed and give residents an estimate about the approximate duration of the closure. By working with the media over social media, they too can get our messaging out and inform the public of incidents in a timely manner.

The reason for separating a fire department social media account from the Township's accounts is the content developed for each account are for different purposes. The Township highlights many different information pieces related to town business such as tax deadlines, community events, recreation programs and the like. The Fire Department's accounts will be specific to emergency issues like preparedness and updates on actual emergencies occurring in the municipality no matter the time of day. It will be the go to source for the community with

regards to fire department and emergency management communications. The Fire Management Team will assume the administration of the fire department social media accounts as per the policy. Reducing some of the burden currently spread amongst several administrative staff, especially in emergency situations.

The success in the fire department's social media accounts come from the fact people trust firefighters and in extension, the fire service. We want to be their go to source for information and education for emergency situations. We ensure the feeds stick to this and do not get lost in other information not directly related. From previous experience during an emergency declaration, the main method of communications to residents can be through social media. It was very successful and aided the community getting through the disaster.

The actual policy lays out the guidelines for what each platform will be used for and how items will be posted. It also states who can post on them and what the other positions in the department can do with the posts. We are specific in the fact you are not able to post sensitive information or pictures at any time. We also speak about who we will follow and how we interact with our followers.

Finally, a huge benefit to the use of social media is the analytic side. We are able to run reports to see where our information is reaching and where are the areas we need to improve upon. During the after-action reports upon completion of an emergency declaration, we can see exactly how many people we were able to reach with our messaging and the areas of the most uptake. It is a great way to understand our community and the methods they use for communicating.

#### **FINANCIAL CONSIDERATIONS**

No financial considerations. It only takes minimal staff time to complete social media posts and all platforms are free to use.

#### **ATTACHMENTS**

Wellington North Fire Service – Social Media Policy & Usage Guideline

#### **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:**

Wellington North/Minto Fire Management  
Team

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



# WELLINGTON NORTH FIRE SERVICE

## SOCIAL MEDIA POLICY & USAGE GUIDELINE

### Purpose

Wellington North Fire Services (WNFS) has developed a social media policy in order to ensure uniform usage of social media sites across all members of the department. This policy has been established to ensure that; when representing Wellington North Fire Services; all social media content is created in a professional and consistent manner that faithfully represents both our mission statement and department values.

### Scope

This policy applies to all members of the Wellington North Fire Services including: administration, firefighters, spouses, & other immediate family members. This policy applies to all social media sites including, but not limited to Twitter, Facebook, LinkedIn, Youtube, Instagram, Pinterest and the like.

### Definitions

**Social Media:** refers to the various online technology tools that enable people to communicate easily via the internet to share information and resources. Social media can include text, audio, video, images, podcasts, and other multimedia communications.

**Members:** includes Senior Management, Firefighters, Firefighter Spouses, & Firefighter Families

### Usage

Wellington North Fire Services has created an online presence to be able to inform the public about the happenings within the department. Such happenings include: educating the public about fire safety, educating the public about emergency preparedness and keeping the public informed during emergency events.

### Current Accounts:

- Facebook: @wellnorthfire
- Twitter: @wellnorthfire
- Instagram: @wellnorthfire

### Creating & Sharing Content

Social media content will be created in accordance with Wellington North Fire Services' social media strategy **Appendix A**. Content may only be created by the Social Media Coordinator or Fire Chief. All members of the department are asked to refrain from the creation of personal social media sites that represent Wellington North Fire Services and refrain from posting sensitive information about fire incidents. For more information, refer to **Appendix B**. All members of the department are encouraged to actively participate in Wellington North Fire Services' social media presence by supporting social media efforts through:

- Facebook: liking our page, sharing our updates & attending our events

- Twitter: following our feed & re-tweeting our tweets
- Instagram: following our feed & regramming content

#### **Social Media Roles**

<b>Personnel Title</b>	<b>Facebook</b>	<b>Twitter</b>	<b>Instagram</b>
Chief	Post on behalf of WNFS	Post on behalf of WNFS	Post on behalf of WNFS
Social Media Coordinator	Post on behalf of WNFS	Post on behalf of WNFS	Post on behalf of WNFS
Deputy Chief	Share/ Like	Share/ Like/Retweet	Share/ Like/Regram
Captains	Share/ Like	Share/ Like/Retweet	Share/ Like/Regram
Firefighters	Share/ Like	Share/ Like/Retweet	Share/ Like/Regram
Spouses	Share/ Like	Share/ Like/Retweet	Share/ Like/Regram
Family Members	Share/ Like	Share/ Like/Retweet	Share/ Like/Regram

#### **Enforcement**

Policy violations will be subject to disciplinary action





# WELLINGTON NORTH FIRE SERVICE

## SOCIAL MEDIA STRATEGY APPENDIX 'A'

### Facebook (Who I Am)

#### Goals

- To educate the public about fire safety and other facets of safety that are directly related to Wellington North Fire Services
- To inform the public about Fire Department events & fundraisers
- To make the public aware of the organization and how the organization supports the community
- To develop an open relationship with the community
- To develop an organization personality
- To increase traffic to WNFS website
- To inform the public about emergency preparedness
- To inform the public about what they should be doing during an official emergency event (ie: flood, ice storm, major fire)

#### Target Markets

In general, Facebook users are 54% female and 46% male. 62% of online Seniors aged 65+ are on Facebook and 72% are between age 50-64<sup>1</sup>. WNFS would tend to use tactics geared more towards adults and seniors on facebook.

The target markets for WNFS may change based on the data pulled from the social platforms once established.

#### Frequency

As needed, no more than twice per day, no less than once per week, at the discretion of the social media coordinator

#### Implementation

Content posted will be posted in a professional manner that will enhance the reputation of Wellington North Fire Service and the Township of Wellington North. Wellington North Fire Services will only post content directly related to our goals of public education, emergency preparedness and organization awareness. Listed below are content items and how the items will be used to accomplish our facebook goals. Wellington North Fire Services does not post content unrelated to WNFS, such as unrelated community events or on behalf of another organization.

It is the responsibility of each individual Volunteer Firefighter Association to send the details of Association events to the Social Media Coordinator.

**Event Content:** An event page will be created for all fundraisers or events that are hosted by Wellington North Fire Services & its Associations, the event page will include pertinent details about the event.

<sup>1</sup> <https://www.omnicoreagency.com/facebook-statistics/>

**Video Content:** Directly related to fire safety, only post if the video further explains the post

**Fire Safety Content:** Fire safety messages will be posted during different periods of the year in relation to the fire safety messages that correspond to the season. (i.e.: Christmas tree fire safety during Christmas time).

**Emergency Preparedness:** Weather alerts for the area will be posted on a consistent basis, any updates relating to emergencies of the municipality where the fire department would have primary involvement.

**Pictures:** Pictures will only be posted if they add value to the post or directly relate to the campaign running. All pictures must ensure that the people in the picture have given consent to the posting of the picture. WNFS only posts pictures of fire department personnel, fire safety campaigns, volunteer firefighters in the community and emergency vehicles.

**Cover Photo:** WNFS cover photo must convey the purpose of the organization. Therefore the cover photo will only consist of emergency apparatus or firefighters during practices. It is important for branding to stay consistent across the various platforms; therefore all cover photos must stay the same.

**Profile Picture:** The profile picture will remain the crest of the department at all times as the crest is a very recognizable element of the department branding.

**Goodwill Content:** Content may be posted about firefighters volunteering for different causes in the community or organizations that partner with the department for a greater cause. (i.e.: donations from organizations to the department or firefighters at the annual Remembrance Day ceremonies)

### **Responses & Comments**

The social media coordinator will monitor the facebook page on a daily basis. If the public comments or enquires about the content of the facebook page, Wellington North Fire Services will respond in a positive and courteous manner. Listed below are the possible situations that may arise from posted content and how Wellington North Fire Services will respond to each situation. In every instance, Wellington North Fire Services will ensure that all responses have been acknowledged either by liking the response or responding using the name of the person that commented to ensure the commenter knows they're being acknowledged.

**Positive Feedback:** Thank the responder for the response or like the comment to acknowledge that the response was received

**Negative Feedback:** If the post contains incorrect information regarding an issue, respond with the correct information using the person's name. If the post contains information regarding a fire incident, respond by asking the person to contact WNFS directly through email or phone. Wellington North Fire Services will remove the post as it would be a privacy violation. If the post is derogatory towards the organization, Wellington North Fire Services will respond with a solution or ask the responder to contact WNFS directly in order to discuss the issue.

Other Feedback: If the post is a virus in nature or a sales pitch from another organization/individual, the post will not be addressed, but simply banned and reported.

**Liking Pages**

Wellington North Fire Services may like relevant pages related to the community surrounding the department or related to the fire service. Wellington North Fire Services does not automatically like the same organizations that like it.

**Measurement****General:**

The success of the WNFS facebook page will be monitored through the number of new likes, shares and comments about the different content posted on the page. Success may also be monitored by the increase in traffic on the website that correlates to Facebook posts. Facebook provides analytics on the success of the page.

**Emergency Management:**

During emergencies analytics will be used to determine public reach. Facebook page insights will be used to tell how people are receiving our messages and what content is most important to them.

Facebook audience insights are used to break down how many people have received the message and in what areas of the municipality those people live.

## Twitter (What I'm Doing)

### Goals

- To educate the public about fire safety
- To inform the public of road closures during fire incidents
- To inform the public during emergencies such as winter storms, ice storms, floods, etc.
- To increase traffic to Wellington North Fire Services website
- To build relationships with other organizations in the Fire Service
- To efficiently and instantly share pertinent information to the community

### Target Audience

34% of Twitter users are females and 66% are males. 38% of Twitter users are between the ages of 18 and 29, 26% users are 30-49 years old<sup>2</sup>.

The target markets for WNFS may change based on the data pulled from the social platforms once established.

### Frequency

As needed, no less than 3-4 times per week, no more than 6 times per day (unless call volume or weather dictates more responses). Discretion of social media coordinator

### Implementation

Content posted will be posted in a professional manner that will enhance the reputation of Wellington North Fire Services. Wellington North Fire Services will only post content directly related to our goals of public education and instant information sharing. Listed below are content items and how the items will be used to accomplish our twitter goals. Wellington North Fire Services does not post content unrelated to WNFS, such as unrelated community events or on behalf of another organization.

**Public Education Tweets:** Either our own fire safety content or fire safety content resources from the OFM, OAFC, NFPA.

**Fire Incident Tweets:** Road closures & incidents related to what and where, do not post sensitive information such as who the incident is about or why the incident was caused or exact address of where the incident is occurring

**Emergency Preparedness Tweets:** Tweet about being prepared for an emergency, tweet about what is happening in the community during the emergency, tweet when the emergency is over, tweet if there is a call to action from the fire department to the community.

### Responses & Comments

Wellington North Fire Services will monitor the twitter page on a daily basis. If the public tweets to Wellington North Fire Services, the social media coordinator will respond in a positive and courteous manner. Listed below are the possible situations that may arise from posted content and how Wellington North Fire Services will respond to each situation. In every instance Wellington North Fire Services will ensure that all responses have been acknowledged either by liking the response or responding with the person's name.

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<sup>2</sup> <https://www.omnicoreagency.com/twitter-statistics/>

**Positive Feedback:** Thank the responder for the response to acknowledge that the response was received or retweet or favourited. Just acknowledge the responder!

**Negative Feedback:** If the post contains incorrect information regarding an issue, respond with the correct information using the correct twitter handle. If the post contains information regarding a fire incident, respond in a direct message by asking the person to contact WNFS directly through email or phone. Wellington North Fire Services will remove the post as it would be a privacy violation. If the post is derogatory towards the organization, Wellington North Fire Services will respond with a solution or ask the responder to contact WNFS directly in order to discuss the issue.

**Other Feedback:** If the post is a virus in nature or a sales pitch from another organization/individual, the post will not be addressed, but simply banned and reported.

### **Following**

It is the discretion of the Social Media coordinator and Wellington North Fire Services Chief as to who Wellington North Fire Services follows. Wellington North Fire Services will follow any relevant organizations that would be beneficial in information sharing. As the twitter network expands, as organizations follow each other, it is recommended that Wellington North Fire Services follow as many organizations pertaining to the fire service, as well as any community organization that could be instrumental in re-tweeting in case of emergency. Wellington North Fire Services will not follow people or organizations that have the potential to erode the integrity of the organization.

### **Re-tweeting**

Wellington North Fire Services occasionally re-tweets content that adds value to WNFS's twitter goals as well as content pertaining to the fire service. Wellington North Fire Services does not re-tweet content that is not directly related to public safety, a related emergency or the fire service.

### **Hashtags**

Hashtags help users to search and filter information based on keywords that are preceded by a number sign. Hashtags help to sort information into more useful groups for easy reading by the users. Wellington North Fire Services will occasionally use hashtags that help to add value to posts. Wellington North Fire Services uses hashtags such as #Arthur, #MtForest, #Onstorm.

### **Measurement**

Twitter success will be measured through the number of followers following Wellington North Fire Services, and the number of re-tweets specific content gets. It can also be monitored by increased web traffic related to certain tweets. Twitter analytic tools are available through twitter. The analytics will help us track our message area coverage, as well as, the content that is most valuable to residents of Wellington North.

The success of twitter will also be based on the number of relationships we build with local media. If twitter is used on a consistent basis and in a timely manner, the media becomes trained to follow WNFS and wait for WNFS to invite them to scenes if WNFS feels it is appropriate. Twitter helps us to ensure timely information is disseminated correctly prior to any assumptions by other agencies or the public.

## Instagram (Who I Am - Visual)

### Goals

- To educate the public about fire safety
- To increase traffic to Wellington North Fire Services's website
- To build relationships with our target markets
- To captivate audiences through pictures of our Department & Public Education

### Target Audience

56.3% of Instagram users are Females and 43.7% are male. 30% of global Instagram audiences were aged between 18 and 24 years and 35 % aged between 25 and 34 years. 72% of teens use Instagram<sup>3</sup>.

The target markets for WNFS may change based on the data pulled from the social platforms once established.

### Frequency

As needed, once per week, at the discretion of the Social Media Coordinator

### Implementation

Content posted will be posted in a professional manner that will enhance the reputation of Wellington North Fire Services. Wellington North Fire Services will only post content directly related to our goals of public education. Listed below are content items and how the items will be used to accomplish our instagram goals. Wellington North Fire Services does not post content unrelated to WNFS, such as unrelated community events or on behalf of another organization.

### Responses & Comments

Wellington North Fire Services will monitor the Instagram page on a weekly basis. Listed below are the possible situations that may arise from posted content and how Wellington North Fire Services will respond to each situation. In every instance Wellington North Fire Services will ensure that all responses have been acknowledged either by liking the response or responding with the person's name.

**Positive Feedback:** Thank the responder for the response to acknowledge that the response was received or favoured. Just acknowledge the responder!

**Negative Feedback:** If the post contains incorrect information regarding an issue, respond with the correct information using the correct twitter handle. If the post contains information regarding a fire incident, respond in a direct message by asking the person to contact WNFS directly through email or phone. Wellington North Fire Services will remove the post as it would be a privacy violation. If the post is derogatory towards the organization, Wellington North Fire Services will respond with a solution or ask the responder to contact WNFS directly in order to discuss the issue.

**Other Feedback:** If the post is a virus in nature or a sales pitch from another organization/ individual, the post will not be addressed, but simply banned and reported.

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<sup>3</sup> <https://www.omnicoreagency.com/instagram-statistics/>

**Following**

It is the discretion of the Social Media coordinator and Wellington North Fire Services Chief as to who Wellington North Fire Services follows. Wellington North Fire Services will follow any relevant organizations that would be beneficial in information sharing. Wellington North Fire Services will not follow people or organizations that have the potential to erode the integrity of the organization.

**Hashtags**

Hashtags help users to search and filter information based on keywords that are preceded by a number sign. Hashtags help to sort information into more useful groups for easy reading by the users. Wellington North Fire Services will occasionally use hashtags that help to add value to posts. Wellington North Fire Services uses hashtags such as #fire #safety #cooking #recipe and the like.

**Measurement**

Instagram success will be measured through the number of followers following Wellington North Fire Services, and the number of regrams specific content gets. It can also be monitored by increased web traffic related to certain pages. Instagram has its own analytics.



## WELLINGTON NORTH FIRE SERVICE

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### POSTING SENSITIVE INFORMATION APPENDIX 'B'

The **Wellington North Fire Service** recognizes the need to have a formalized policy in place to restrict the posting of sensitive information in places that the public would have access to it. This policy will cover all aspects of the social media that we as a fire department now face. It will also cover the fire fighters and their families.

There will be no posting of sensitive information regarding incidents or knowledge of incidents that the fire fighters may have on any social media outlets, including Facebook, Twitter, the Internet or whatever social outlet we might encounter. This information includes pictures of actual scenes, information of any incident or personal information about another fire fighter in our organization or an organization that works with us.

The Wellington North Fire Services takes pride in honouring confidentiality laws and the rights of its personnel and the people of our community. Posting information or pictures that are sensitive and improper is not something the Senior Management of the department takes lightly. Any fire fighter or someone in their immediate family who posts information that is directly attributable to the fire fighter, could face suspension or even termination.

If there is an item of information that you would like to post, please check with any member of Senior Management and they will authorize it. Any pictures showing personnel would have to be given permission by the fire fighter to be posted. Failing to do so would breach their personal confidentiality.

If there is any information that you find on any social media outlet that you think is inappropriate, please advise a member of the Senior Management and it will be dealt with accordingly. It is assumed that all fire fighters communicate with their spouses about incidents that we encounter. While this is not a problem, any immediate family member who conveys that information onto a social website or speaks about it in the general public could be a breach of the confidential information from this department. All family members are asked to refrain from speaking about incidents or information of a personal nature involving the Wellington North Fire Services and its personnel. Failure to do so could result in suspension or termination of the fire fighter involved.

As fire fighters, we come across many personal bits of information in our duties. We need to be able to trust one another and the public needs to have the ability to know that all information that we come across will be kept private and confidential. Your assistance in this matter is very much appreciated.





# WELLINGTON NORTH

SEMPER PORRO

## Staff Report

**To:** Mayor and Members of Council Meeting of FUTURE, 2020

**From:** Karren Wallace, Director of Legislative Service / Clerk  
Matthew Aston, Director of Operations

**Subject:** OPS 2020-011 being a report on the Township's drainage superintendent services

### RECOMMENDATION

**THAT** the Council of the Corporation of the Township of Wellington North receive Report OPS 2020-011 being a report on the Township's drainage superintendent services;

**AND FURTHER THAT** Council direct staff work with Town of Minto in developing an agreement for the hiring of a full-time shared municipal drainage superintendent; and

**AND FURTHER THAT** Council direct staff to bring the agreement for review and approval to a future meeting of Council.

### PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

Wellington County & Member Municipalities Service Review-KPMG  
Top 20 in 20 Opportunities #14

### BACKGROUND

Wellington North (WN) Township staff (Director of Legislative Service / Clerk, Manager, Transportation Services, and Director of Operations) met with Town of Minto (Minto) and Township of Mapleton (Mapleton) on February 7, 2020, to discuss future plans / workload for the provision of drainage superintendent services for each municipality.

WN has an interest in pursuing a different service provision for local drainage superintendent services. WN currently employs an engineering firm to provide engineering and drainage superintendent services.

Minto has interest in working with WN for the provision of drainage superintendent services. Minto currently employs an engineering firm to provide engineering and drainage superintendent services. During preliminary discussion, it seems both Minto and WN have similar municipal drain assets and workload.

Mapleton advised they do not have a need or want to participate in a shared services arrangement for drainage superintendent services.

As climate change continues to impact weather norms in Southern Ontario, flooding will become a more prominent issue, which a dedicated drainage superintendent services will help mitigate.

#### Wellington North (WN)

WN has a large rural farming community that rely on municipal drains. WN has had a long-standing relationship with K-Smart Associates Limited (K-Smart) for drainage superintendent and drainage engineer services who have developed an in-depth understanding of local drainage. This local knowledge represents a risk and challenge to duplicate / develop, however, staff feel we are at a junction in time when the need to look at the current provision of service is necessary. In order to mitigate this risk, it is expected that the Township will pursue an overlap of services between K-Smart and the recommended municipal Drainage Superintendent for a period of time to ensure consistency of service.

Regardless, it is anticipated the local knowledge of the current Drainage Superintendent will be lost in the near future as a result of retirement. A shared service partnership with a neighbour municipality, in the current municipal environment, and giving consideration to KPMG's "20 in 20" report, seems a prudent path forward.

As identified within the Drainage Act (the Act), drainage superintendent services are largely funded by the provincial government through grant. It is felt a shared superintendent, in addition to municipal drain work, would also be able to assist with storm water management / sewer operation and maintenance activities.

WN's Manager, Transportation Services, feels that a municipal resource, dedicated to local municipal drains, can provide more proactive drainage maintenance, whereas our existing service level is complaint based.

### **FINANCIAL CONSIDERATIONS**

Wellington North costs related to drainage superintendent services:

2017	38,831.38
2018	44,048.85
2019	30,096.11

Wellington North grants related to drainage superintendent services:

2017	19,415.69
2018	\$22,024
2019	15,048.06

Wellington North 2020 budget for drainage superintendent services:

2020	\$35,000
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Minto costs related to drainage superintendent services:

2017	\$60,599.48
2018	\$67,918.15
2019	\$83,423.57

Minto grants related to drainage superintendent services:

2017	\$30,020.00
2018	\$33,959.08
2019	Estimate - \$41,648.78

Minto 2020 budget for drainage superintendent services:

2020	\$100,000
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### 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:** Karren Wallace, Director of Legislative Services / Clerk  
Matthew Aston, Director of Operations

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

**Ministry of  
Municipal Affairs  
and Housing**

Office of the Minister

777 Bay Street, 17<sup>th</sup> Floor  
Toronto ON M7A 2J3  
Tel.: 416 585-7000

**Ministère des  
Affaires municipales  
et du Logement**

Bureau du ministre

777, rue Bay, 17<sup>e</sup> étage  
Toronto ON M7A 2J3  
Tél. : 416 585-7000



234-2020-2264

June 4, 2020

The Honourable Navdeep Bains  
Minister of Innovation, Science and Industry  
[Navdeep.Bains@parl.gc.ca](mailto:Navdeep.Bains@parl.gc.ca)

The Honourable Catherine McKenna  
Minister of Infrastructure and Communities  
[Catherine.McKenna@parl.gc.ca](mailto:Catherine.McKenna@parl.gc.ca)

The Honourable Maryam Monsef  
Minister of Rural Economic Development  
Minister for Women and Gender Equality  
[Maryam.Monsef@parl.gc.ca](mailto:Maryam.Monsef@parl.gc.ca)

Dear Ministers:

I am writing today to add my voice, and those of Ontario's municipalities, to the call for urgent federal action to provide immediate funding for reliable broadband access across Ontario.

I have the privilege of meeting regularly with Mayors and council members from across Ontario. From the first day I took office, I have heard that lack of access to reliable high-speed internet service is holding communities, people, and businesses back.

We have worked together to partner with our local governments through our Broadband and Cellular Action Plan to support major investments in under-served areas in Eastern and Southwestern Ontario. To support this commitment, we have targeted \$315 million over five years to expand broadband and cellular infrastructure.

Now, as Ontario and our towns and cities are working together to respond to the COVID-19 outbreak, there is even more urgency to address gaps in service and high costs. However, we cannot do this alone - urgent investment from the federal government is required.

While in more northern and rural parts of Ontario internet availability can be limited at best, gaps in coverage persist in southern and urban parts of our province. For many in Ontario, the costs to access service are also prohibitively high.

.../2

-2-

The lack of broadband access in rural Ontario puts everyone in unserved or under-served areas at a disadvantage – students seeking help on homework while learning remotely, seniors and other vulnerable individuals looking to access critical services, and business owners working hard to keep afloat and compete during challenging times.

Broadband limitations also restrict the services that rural and northern municipalities can provide to their residents. Ontario's municipal leaders and the citizens they serve must be able to embrace digital service delivery now to respond to the pandemic and to deliver public services efficiently and equitably over the long term.

I know that Ontario, our local governments and Canada all share the same goal: that we can bring our full potential to the task at hand to recover from the COVID-19 outbreak and the resulting impacts on our economy. Our Mayors, councils, community groups and citizens are already developing recovery plans and strategies. Broadband infrastructure is an essential building block, and we will need your commitment to invest, without delay, in the future of Ontario's towns and cities.

I have taken the liberty of copying the Minister of Families, Children and Social Development as I know Minister Hussen also has a strong interest in supporting and strengthening communities. As well, I have copied my colleague, the Honourable Laurie Scott, Minister of Infrastructure, under whose purview broadband falls.

Sincerely,



The Honourable Steve Clark  
Minister of Municipal Affairs and Housing  
Ontario

- c. The Honourable Ahmed Hussen  
Minister of Families, Children and Social Development  
[Ahmed.Hussen@parl.gc.ca](mailto:Ahmed.Hussen@parl.gc.ca)

The Honourable Laurie Scott  
Minister of Infrastructure, Ontario

Heads of Municipal Council (Ontario)



June 3, 2020

RE:

- B1. Centre Hastings motion for support for the role of Conservation Authorities (resolution attached)
- B2. City of Sault Ste. Marie motion for Support for Conservation Authorities (resolution attached)
- B3. Town of Ajax motion for supporting Conservation Authorities (resolution attached)

Please be advised that Township of Puslinch Council, at its meeting held on April 22, 2020 considered the aforementioned topic and subsequent to discussion, the following was resolved:

**Resolution No. 2020-104:** Moved by Councillor Sepulis and  
Seconded by Councillor Bulmer

**That the Intergovernmental Affairs correspondence Motions for Support items B1, B2, and B3 be received; and**

**WHEREAS, the Township of Puslinch is committed to planning for a sustainable future for its resources and environment;**

**AND WHEREAS Township of Puslinch is a member of the Grand River Conservation Authority (GRCA) , Conservation Halton (CH), and the Hamilton Conservation Authority (HCA)and has representatives on each Board of Directors;**

**AND WHEREAS the GRCA, CH, and HCA provide the Township of Puslinch with expert advice on the environmental impact of land use planning proposals and that the Township of Puslinch does not have staff with comparable expertise or experience;**

**AND WHEREAS the GRCA, CH, and HCA**

- (a) provide programs to the residents of Township of Puslinch that include recreation, education, water quality monitoring, reduction of vegetation loss and soil erosion, preservation of species at risk,**



**(b) complete restoration projections as well as protect life and property through a variety of measures, all of which the Township of Puslinch does not have staff with comparable expertise or experience;**

**THEREFORE IT BE RESOLVED that the Township of Puslinch supports continuation of the programs of the GRCA, CH, and HCA both mandatory and non-mandatory;**

**AND THAT this resolution be forwarded to the Minister of the Environment, Conservation and Parks, Premier Doug Ford, MPP Ted Arnott, the Association of Municipalities of Ontario, GRCA, CH, HCA, Conservation Ontario and all Ontario municipalities.**

**CARRIED**

As per the above resolution, please accept a copy of this correspondence for your information and consideration.

Sincerely,  
Courtenay Hoytfox  
Deputy Clerk

THE CORPORATION OF THE  
MUNICIPALITY OF  
CENTRE HASTINGS



PHONE: 613-473-4030  
FAX: 613-473-5444

7 FURNACE ST., BOX 900  
MADOC, ON K0K 2K0  
[www.centrehastings.com](http://www.centrehastings.com)

March 18<sup>th</sup>, 2020

The Honourable Jeff Yurek  
Minister of Environment, Conservation and Parks  
College Park 5th Floor, 777 Bay Street  
Toronto, ON M7A 2J3

Re: Resolution to Support the Role of Conservation Authorities

Please be advised the Council of the Municipality of Centre Hastings at its regular meeting held on March 18th, 2020 passed the following resolution:

**WHEREAS** the Lower Trent Conservation Authority and the Quinte Conservation Authority along with other Conservation Authorities have been protecting people and conserving and restoring watersheds with local communities for over 50 years, and

**WHEREAS** municipalities must work together to ensure resilient and healthy watersheds for residents, and

**WHEREAS** Conservation Authorities will be important partners in concrete and cost-effective initiatives to address the climate change,

**NOW THEREFORE BE IT RESOLVED**

**THAT** the Municipality of Centre Hastings supports the important role Conservation Authorities provide to local communities in delivering watershed management programs.

**AND THAT** the Municipality of Centre Hastings circulate that support to municipalities, conservation authorities and the Minister of Environment, Conservation and Parks in Ontario.

Jennifer Nielsen  
Deputy Clerk



OFFICE OF THE MAYOR

CORPORATION OF THE  
CITY OF SAULT STE. MARIE

March 13, 2020

The Honourable Doug Ford, Premier of Ontario  
 The Honourable Jeff Yurek, Minister of the Environment, Conservation and Parks  
 The Honourable John Yakabuski, Minister of Natural Resources and Forestry

Dear Premier Ford, Minister Yurek and Minister Yakabuski:

**RE: Support for Conservation Authorities**

You will find attached hereto a resolution passed by the Corporation of the City of Sault Ste. Marie City Council on March 9, 2020 regarding support for conservation authorities in Ontario.

We trust that this matter will receive the appropriate time and attention from your respective offices.

Yours truly,

Christian C. Provenzano, B.A., LL.B., LL.M

CC City Council  
 Association of Municipalities of Ontario  
 Conservation Ontario



## CITY COUNCIL RESOLUTION

**Agenda Number:** 8.1  
**Title:** Conservation Authorities  
**Date:** Monday, March 9, 2020

**Moved by:** Councillor M. Bruni

**Seconded by:** Councillor R. Niro

Whereas the City of Sault Ste. Marie has been well served by the Sault Ste. Marie Region Conservation Authority; and

Whereas Sault Ste. Marie values the efforts of the Conservation Authority to monitor floods, to manage source water protection and to ensure the integrity of the watersheds within our municipality and conserve our natural environment; and

Whereas the Province of Ontario is currently reviewing the mandate and operations of Conservation Authorities; and

Whereas Conservation Authorities provide essential services to municipalities in their watersheds;

Now Therefore Be It Resolved that the Council of the City of Sault Ste. Marie encourages the Province to continue to support the principle of planning on a watershed basis in the ongoing review and prioritize the allocation of adequate funding to support the core mandate of conservation authorities while preventing any downloading of costs to municipalities;

Further that the Province of Ontario be requested to maintain and not diminish the core mandate of Conservation Authorities; and

That this resolution be forwarded to Premier Doug Ford, the Minister of the Environment, Conservation and Parks, the Minister of Natural Resources and Forestry, Conservation Ontario, the Association of Municipalities of Ontario and all Ontario municipalities.

Carried

Tied, Defeated

Defeated

Officially Read and Not  
Dealt With / Postponed



---

Honourable Doug Ford  
Premier of Ontario  
Room 281  
Legislative Building, Queen's Park  
Toronto, ON M7A 1A1

March 5, 2020

Re: **Supporting Conservation Authorities**

Please be advised that the following resolution was endorsed by Ajax Town Council at its Meeting held February 24, 2020:

WHEREAS, the Town of Ajax is committed to planning for a sustainable future, protecting human life and property from natural hazards, and promoting environmental education and stewardship;

AND WHEREAS the Town of Ajax is located within the Toronto and Region Conservation Authority (TRCA) and the Central Lake Ontario Conservation Authority (CLOCA) jurisdiction and has representatives on both Board of Directors;

AND WHEREAS each respective Board of Directors determine the policies, priorities and budget of the TRCA and CLOCA;

AND WHEREAS the TRCA and CLOCA provide valuable non-mandatory programs and services including expert advice on the environmental impacts associated with land use planning and source water protection, environmental restoration services, educational and recreational opportunities, and community engagement programs, in an efficient manner delivered at a watershed scale;

THEREFORE BE IT RESOLVED that the Town of Ajax supports the continuation of both mandatory and non-mandatory programs and services provided by the TRCA and CLOCA, and that no programs or services of the TRCA or CLOCA, or the other Conservation Authorities in Ontario be "wound down" at this time;

AND THAT the Province engage in early consultations with the TRCA, CLOCA, and other Conservation Authorities, and member municipalities including the Region of Durham, to fully understand the funding structure and local benefits of programs delivered by the Conservation Authorities;

AND THAT a copy of this resolution be forwarded to the Honourable Doug Ford, Premier of Ontario; Jeff Yurek, Minister of Environment, Conservation and Parks; Rod Philips, MPP Ajax; the Association of Municipalities of Ontario; the Toronto and Region Conservation Authority; Central Lake Ontario Conservation Authority; Conservation Ontario; and all Ontario Municipalities.

If you require any additional information please do not hesitate to contact Sean McCullough, Senior Planner, at 905-619-2529 ext. 3234 or [sean.mccullough@ajax.ca](mailto:sean.mccullough@ajax.ca)

Sincerely

A handwritten signature in cursive script, appearing to read "S. Moore".

Sarah Moore  
Acting Manager of Legislative Services/Deputy Clerk

Copy: Jeff Yurek, Minister of Environment, Conservation and Parks  
Rod Philips, MPP Ajax  
Association of Municipalities of Ontario  
Toronto and Region Conservation Authority  
Central Lake Ontario Conservation Authority  
Conservation Ontario; and  
S. McCullough, Senior Planner,  
all Ontario Municipalities

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

**BY-LAW NUMBER 051-20**

**BEING A BY-LAW TO ENTER INTO A MUTUAL DRAIN  
AGREEMENT WITH 1581715 ONTARIO LIMITED, LYNMUR  
VALLEY INC., THE CORPORATION OF THE TOWN OF GRAND  
VALLEY AND THE TOWNSHIP OF WELLINGTON NORTH**

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

1. That the Corporation of the Township of Wellington North enter into an agreement with 1581715 ONTARIO LIMITED, LYNMUR VALLEY INC., and THE CORPORATION OF THE TOWN OF GRAND VALLEY for a Mutual Drain as set out in the agreement attached hereto as Schedule "A".
2. That the Mayor and the Clerk are hereby authorized and directed to execute the said site servicing agreement and all other documentation required.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
THIS 22<sup>nd</sup> DAY OF JUNE, 2020.**

---

**ANDREW LENNOX, MAYOR**

---

**KARREN WALLACE, CLERK**

**AGREEMENT FOR A MUTUAL DRAIN**  
pursuant to Section 2(1) of the *Drainage Act*

**THIS AGREEMENT** made this 15<sup>th</sup> day of June, 2020.

**BETWEEN:**

1581715 ONTARIO LIMITED

(the “Owner”)

and

LYNMUR VALLEY INC.

(the “Neighbouring Owner”)

and

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

(the “Township”)

and

THE CORPORATION OF THE TOWN OF GRAND VALLEY

(the “Town”)

**WHEREAS** section 2 of the *Drainage Act*, RSO, 1990 c. D. 17 as amended authorizes agreements for drainage between two or more owners;

**AND WHEREAS** the Owner is the registered owner of property known municipally as 13047 East West Luther Townline, Grand Valley, Ontario, L9W 0E7 more particularly described in **Schedule “A”** attached hereto (the “Subject Property”);

**AND WHEREAS** the Neighbouring Owner is the registered owner of the property known municipally as 8426 East West Luther Townline, R.R. #2 Arthur, Ontario, N0G 1A0 more particularly described in **Schedule “B”** attached hereto (the “Neighbouring Property”);

**AND WHEREAS** the Township is the owner of the westerly side of the boundary highway known as East West Luther Townline more particularly described in **Schedule “C”** (the “Township Road”);

**AND WHEREAS** the Town is the owner of the easterly side of the boundary highway known as East West Luther Townline more particularly described in **Schedule “D”** (the “Town Road”); the Township Road and the Town Road hereinafter referred to as the “Boundary Line”;

**AND WHEREAS** the Owner requires a drainage outlet from the Subject Property across the Boundary Line and the Neighbouring Property (the “Drainage Works”);

**AND WHEREAS** all of the Parties agree to enter into this Agreement for the construction of the Drainage Works upon the terms set out herein;

**NOW THEREFORE** in consideration of the mutual covenants and premises in this Agreement, the sum of TWO DOLLARS (\$2.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### **Description of Affected Lands**

1. The Drainage Works commences on the Subject Property proceeds easterly through a pipe to be installed across and under the Boundary Line and outlets into the [REDACTED] Drain on the Neighbouring Property.

### **Description of Drainage Works**

2. The Drainage Works shall be in accordance with the design by [REDACTED] approved by K. Smart and Associates Limited dated [REDACTED] and attached as **Schedule “E”** (the “Approved Plans”).

### **Construction and Maintenance**

3. The Owner, its employees, contractors, agents and consultants, within 6 months of the date of this Agreement, may enter on and construct the Drainage Works on the Subject Property, the Neighbouring Property and the Boundary Line pursuant to the Approved Plans.
4. The Owner shall maintain the Drainage Works throughout the lifetime of the Drainage Works in a good state of repair to a standard acceptable to the Township. The Owner may have reasonable access to the Boundary Line and the Neighbouring Property for such construction, maintenance, repair, and inspection of the Drainage Works.
5. The Owner shall provide written notice to the Township, the Town and the Neighbouring Owner 10 days prior to such construction, maintenance, repair, or inspection.
6. The Owner shall at all times keep and maintain the Drainage Works in a good state of repair to a standard acceptable to the Township and the Town at the Owner’s cost and expense. The Owner shall forthwith inspect, repair and maintain the Drainage Works upon receiving notice from the Township or the Town of the need for such inspection, repair, or maintenance.

**Indemnity**

7. The Owner agrees to indemnify and keep indemnified the Township, the Town and the Neighbouring Owner their successors and assigns, from and against all actions, suits, claims and demands which may be brought against or made upon the Township, the Town or Neighbouring Owner and from all loss, costs, damages and expenses which may be paid, sustained or incurred by the Township, the Town or Neighbouring Owner arising directly or indirectly from the Drainage Works.

**Costs**

8. The Owner agrees to pay the entire cost of the construction, repair, maintenance of the Drainage Works, and further agrees to pay the legal, engineering and surveying costs in respect to the Drainage Works including the recoverable costs of the Township and the Neighbouring Owner.
9. If the Owner does not construct, repair, or maintain the Drainage Works as required, the Township or the Town may proceed forthwith to complete same at the expense of the Owner and the Township or the Town, as the case may be, and may recover such cost from the Owner pursuant to s. 446 the *Municipal Act, 2001*, S.O. 2001 c. 25 (the “*Municipal Act*”) as amended, and any successor legislation.

**Insurance**

10. The Owner shall obtain and maintain third party liability insurance in relation to the Drainage Works for not less than 2,000,000.00 per occurrence or such other amount as the Township and the Town in their sole discretion may determine and the Owner shall provide the Township and the Town with adequate proof of insurance upon request by the Township or the Town.

**Alterations**

11. No alterations, extensions, expansions or improvements, other than those required to keep and maintain the Drainage Works in a good state of repair shall be made unless and until such alterations, extensions, expansions or improvements are approved in writing by the Township and the Town.
12. The Parties agree that the Drainage Works shall be deemed to be with the licence of the Township, the Town and the Neighbouring Owner and the Owner shall not acquire an easement or any other rights in relation to the Drainage Works, the Neighbouring Property, or the Boundary Line.

**Notice**

13. It is mutually agreed that if the Owner shall be in default of any of its obligations under this Agreement, the Township or the Town may forward notice in writing of such default to the Owner and the failure of the Owner to rectify such default to the satisfaction of the Township



and the Town within ten (10) calendar days after receipt, may correct such default and the Township and the Town may recover the cost of correcting the default pursuant to s. 446 of the *Municipal Act*.

14. Any notice to be given pursuant to this Agreement shall be sufficiently given if served personally upon the party or an officer of the party for whom it is intended, or if mailed, notice will be deemed to have been given on the fifth (5th) day following the day notice was mailed, in the case of:

**The Owner:**

1581715 Ontario Limited  
ATTENTION: Stewart Smith  
185 Centennial Rd.,  
Orangeville, ON L9W 5K9

**The Neighbouring Owner:**

Lynmur Valley Inc.  
ATTENTION: Murray Lichty  
5999 8th Line,  
R. R. #1,  
Ariss, ON N0B 1B0

**The Township:**

The Corporation of the Township of Wellington North  
ATTENTION: Karren Wallace, Clerk  
7490 Sideroad 7W  
P.O. Box 125  
Kenilworth ON N0G 2E0

**The Town:**

The Corporation of the Town of Grand Valley  
ATTENTION: Jane Wilson, CAO/Clerk-Treasurer  
5 Main St. N.  
Grand Valley, ON L9W 5S6

15. It is understood and agreed between the Parties hereto that the covenants, provisions and conditions herein contained shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the Owner and the Township respectively.
16. This Agreement shall be registered against title to the Subject Property and the Neighbouring Property.
17. The Owner covenants and agrees that, subject to the express terms of this Agreement nothing in this Agreement shall prevent the Township and the Town from exercising their rights as owners of the Boundary Line.

18. The Owner and Neighbouring Owner covenant and agree to assign and to transfer this Agreement to any successor owner and will obtain from such successor or assignee a covenant in favour of the Township and the Town that the successor or assignee will be bound by all of the terms and conditions of this Agreement from and after the date of its assignment.

-----remainder of this page left intentionally blank-----

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be duly executed as of the date first written above.

**1581715 Ontario Limited**

---

Per: Stewart Smith

I have the authority to bind the corporation.

**Lynmur Valley Inc.**

---

Per: Murray Lichty

I have the authority to bind the corporation.

**The Corporation of the Township of  
Wellington North**

---

Andrew Lennox

Mayor

---

Karren Wallace

Clerk

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

**The Corporation of the Town of Grand  
Valley**

---

Steve Soloman

Mayor

---

Jane Wilson

CAO/Clerk-Treasurer

We have the authority to bind The  
Corporation of the Town of Grand Valley

**SCHEDULE "A"****LEGAL DESCRIPTION OF SUBJECT PROPERTY**

ALL AND SINGULAR that certain parcel or tract of land and premises situated, lying and being in the Town of Grand Valley, in the County of Dufferin, being comprised of:

S 1/2 LT 19, CON 1 EXCEPT MF129055 & PTS 1 & 2, 7R3084 ; E LUTHER/GRAND VALLEY

PIN: 34072-0018 (LT)

LRO #7

**SCHEDULE “B”****LEGAL DESCRIPTION OF NEIGHBOURING 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:

PT LT 18 CON 1 WEST LUTHER AS IN RON96415 EXCEPT DN30844; WELLINGTON NORTH

PIN: 71121-0024 (LT)

LRO #61

**SCHEDULE “C”****LEGAL DESCRIPTION OF THE TOWNSHIP ROAD**

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:

RDAL BTN TWP OF EAST LUTHER & WEST LUTHER ABUTTING LT 18  
CONCESSIONS 1 & 2 TWP OF W LUTHER LYING W OF CENTRELINE; WELLINGTON  
NORTH

PIN: 71121-0003 (LT)

LRO #61

**SCHEDULE “D”****LEGAL DESCRIPTION OF THE TOWN ROAD**

ALL AND SINGULAR that certain parcel or tract of land and premises situated, lying and being in the Town of Grand Valley, in the County of Dufferin, being comprised of:

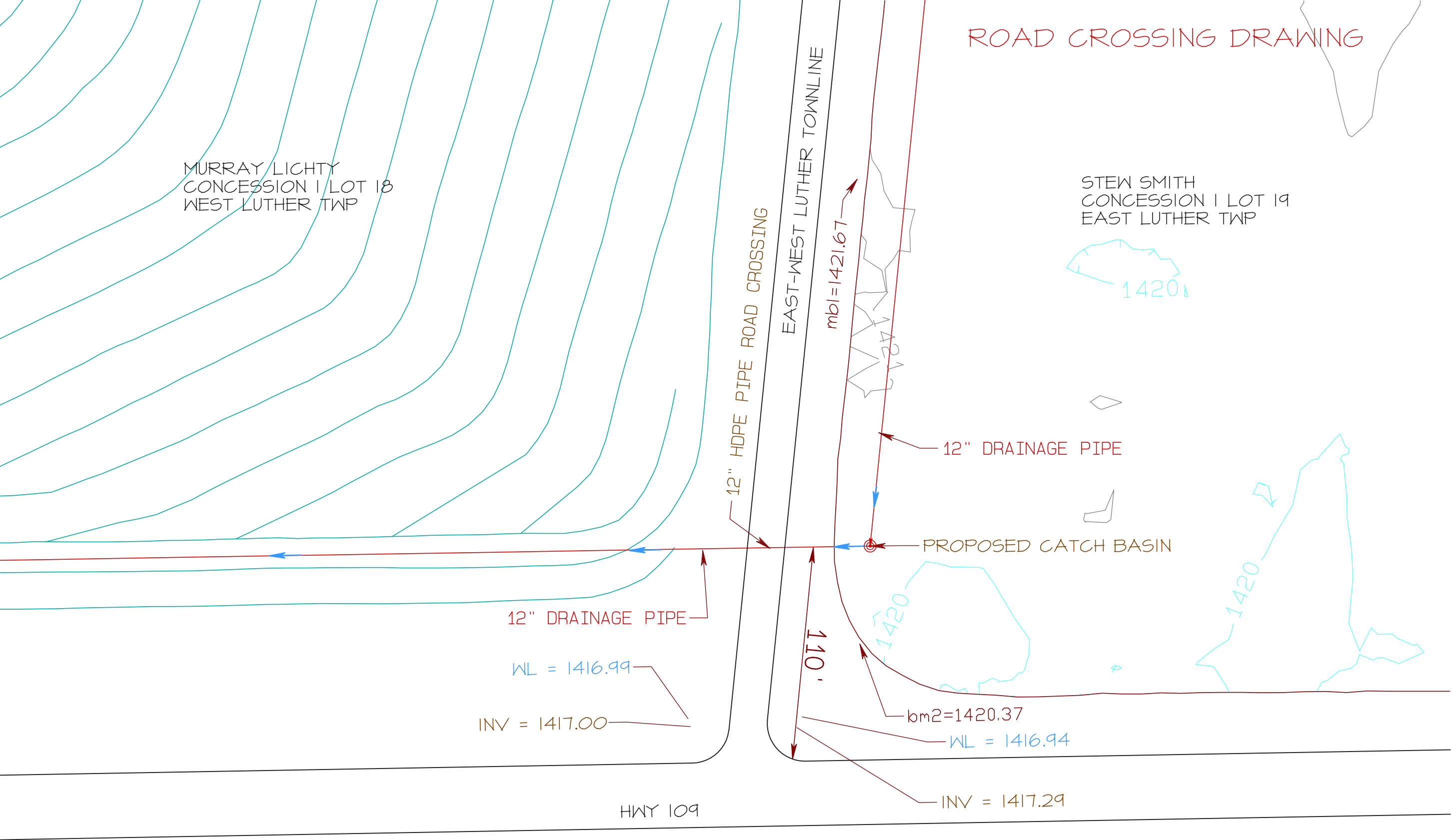
RDAL BTN THE TWPS OF E LUTHER & W LUTHER LYING E OF CENTERLINE FROM THE SLY LIMIT OF THE RDAL BTN CONS 2 & 3 TO THE NLY LIMIT OF HWY #9; PT LT 19, CON

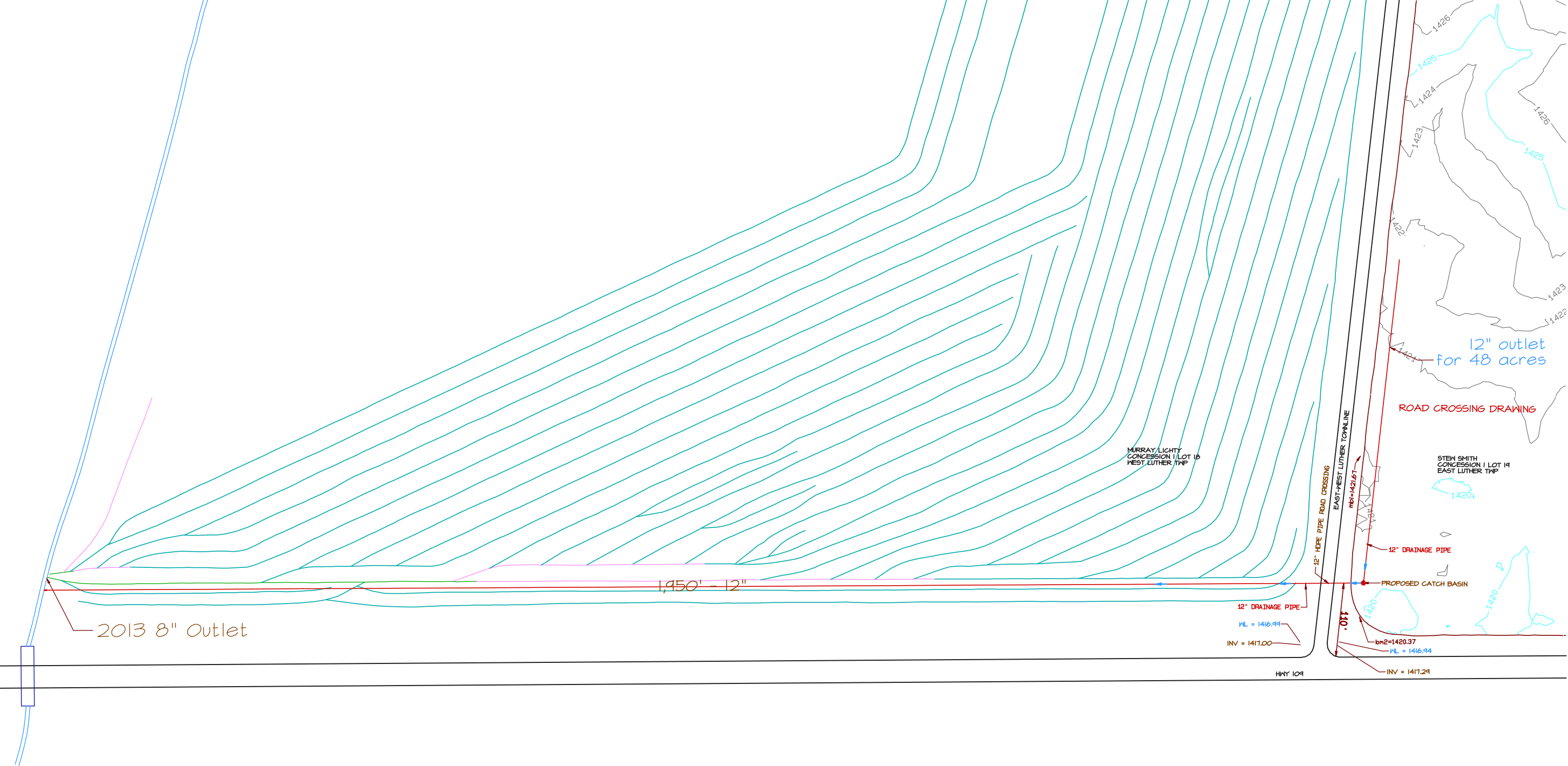
PIN: 34072-0040 (LT)

LRO #7

**SCHEDULE “E”**  
**APPROVED PLANS**







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

**BY-LAW NUMBER 052-20**

**BEING A BY-LAW TO ENTER INTO A MUTUAL DRAIN  
AGREEMENT WITH VAN DONGEN, CHERRI AND DASILVA AND  
THE TOWNSHIP OF WELLINGTON NORTH**

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

1. That the Corporation of the Township of Wellington North enter into an agreement with Frank Anthony Joseph Cherri and Jennifer Mae Cherri, Benjamin Martin Van Dongen and Brenda Jean Van Dongen and Manuel Dutra DaSilva and the Township of Wellington North for a Mutual Drain as set out in the agreement attached hereto as Appendix 1”.
2. That the Mayor and the Clerk are hereby authorized and directed to execute the said site servicing agreement and all other documentation required.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
THIS 22<sup>nd</sup> DAY OF JUNE, 2020.**

---

**ANDREW LENNOX, MAYOR**

---

**KARREN WALLACE, CLERK**

# AGREEMENT FOR A MUTUAL DRAIN

pursuant to Section 2(1) of the *Drainage Act*

THIS AGREEMENT made this 20 day of May, 2019

BETWEEN:

FRANK ANTHONY JOSEPH CHERRI AND JENNIFER MAE CHERRI

(the "Owners")

and

BENJAMIN MARTIN VAN DONGEN AND BRENDA JEAN VAN DONGEN

("Van Dongen")

and

MANUEL DUTRA DASILVA

("DaSilva")

and

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

(the "Township")

**WHEREAS** section 2 of the *Drainage Act*, RSO, 1990 c. D. 17 as amended authorizes agreements for drainage between two or more owners;

**AND WHEREAS** the Owners are the registered joint tenant owner of property known municipally as 8610 Concession 7, Wellington North, more particularly described in **Schedule "A"** attached hereto (the "Subject Property");

**AND WHEREAS** the Van Dongens are the registered joint tenant owners of the property known municipally as 8628 Concession 7, Wellington North and described in **Schedule "B"** attached hereto (the "Van Dongen Property");

**AND WHEREAS** DaSilva is the registered owner of the property known as Part Lot 26, Concession 6 Wellington North more particularly described in **Schedule "C"** attached hereto (the "DaSilva Property");

**AND WHEREAS** the Township is the owner of the highway known as Concession Road 7 more particularly described in **Schedule "D"** (the "Township Road");

**AND WHEREAS** the Owner requires a drainage outlet from the Subject Property to an outlet ditch on the Van Dongen Property and a further outlet across the Township Road and the DaSilva Property (the "Drainage Works");

**AND WHEREAS** all of the Parties agree to enter into this Agreement for the construction of the Drainage Works upon the terms set out herein;

**NOW THEREFORE** in consideration of the mutual covenants and premises in this Agreement, the sum of TWO DOLLARS (\$2.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

#### **Description of Affected Lands**

1. The Drainage Works:

- a. commences on the Subject Property and proceeds northerly then easterly through a pipe to an open outlet ditch on the DaSilva Property

#### **Description of Drainage Works**

2. The Drainage Works shall be in accordance with the design by Marquadt Farm Drainage Ltd. as approved by K. Smart and Associates Limited August, 2018 and attached as **Schedule "E"** (the "Approved Plans").

#### **Construction and Maintenance**

3. The Owner, its employees, contractors, agents and consultants, within 6 months of the date of this Agreement, may enter on and construct the Drainage Works on the Subject Property, the Van Dongen Property, the DaSilva Property and the Township Roads pursuant to the Approved Plans.
4. The Owner shall maintain the Drainage Works throughout the lifetime of the Drainage Works in a good state of repair to a standard acceptable to the Township. The Owner may have reasonable access to the Township Roads, the Van Dongen Property and DaSilva Property for such construction, maintenance, repair, and inspection of the Drainage Works.
5. The Owner shall provide written notice to the Township, the Van Dongen and DaSilva 10 days prior to such construction, maintenance, repair, or inspection.
6. The Owner shall at all times keep and maintain the Drainage Works in a good state of repair to a standard acceptable to the Township at the Owner's cost and expense. The Owner shall forthwith inspect, repair and maintain the Drainage Works upon receiving notice from the Township of the need for such inspection, repair, or maintenance.

#### **Indemnity**

7. The Owner agrees to indemnify and keep indemnified the Township, the Van Dongen and DaSilva and their successors and assigns, from and against all actions, suits, claims and demands which may be brought against or made upon the Township, Van Dongen or DaSilva from all loss, costs, damages and expenses which may be paid, sustained or incurred by the Township, Van Dongen or DaSilva arising directly or indirectly from the Drainage Works.

**Costs**

8. The Cherri's and Van Dongen's agree to pay the entire cost of the construction, repair, maintenance of the Drainage Works, and further agrees to pay the legal, engineering and surveying costs in respect to the Drainage Works including the recoverable costs of the Township and DaSilva.
9. If the Cherri's and Van Dongen's do not construct, repair, or maintain the Drainage Works as required, the Township may proceed forthwith to complete same at the expense of the Cherri's and Van Dongen's and the Township may recover such cost from them pursuant to s. 446 the Municipal Act, 2001, S.O. 2001 c. 25 (the "Municipal Act") as amended, and any successor legislation.

**Insurance**

10. The Owner shall obtain and maintain third party liability insurance in relation to the Drainage Works for not less than 2,000,000.00 per occurrence or such other amount as the Township in its sole discretion may determine and the Owner shall provide the Township with adequate proof of insurance upon request by the Township.

**Alterations**

11. No alterations, extensions, expansions or improvements, other than those required to keep and maintain the Drainage Works in a good state of repair shall be made unless and until such alterations, extensions, expansions or improvements are approved in writing by the Township.
12. The Parties agree that the Drainage Works shall be deemed to be with the licence of the Township, the Van Dongen and DaSilva and the Owner shall not acquire an easement or any other rights in relation to the Drainage Works, the Van Dongen Property, the DaSilva Property or the Township Roads.

**Notice**

13. It is mutually agreed that if the Owner shall be in default of any of its obligations under this Agreement, the Township may forward notice in writing of such default to the Owner and the failure of the Owner to rectify such default to the satisfaction of the Township within ten (10) calendar days after receipt, may correct such default and the Township may remove the cost of correcting the default pursuant to s. 446 of the Municipal Act.
14. Any notice to be given pursuant to this Agreement shall be sufficiently given if served personally upon the party or an officer of the party for whom it is intended, or if mailed, notice will be deemed to have been given on the fifth (5th) day following the day notice was mailed, in the case of:

The Owner:

Frank Anthony Joseph Cherri and Jennifer Mae Cherri  
8610 Concession 7  
R.R.#4, Arthur, ON NG 1A0

The Van Dongen:

Benjamin Martin Van Dongen and Brenda Jean Van Dongen  
7909 Sideroad 3 E  
Conn, ON N0G 1N0

DaSilva:

Manuel Dutra DaSilva  
8651 Concession 6 S  
R.R.#4, Arthur, ON N0G 1A0

The Township:

7490 Sideroad 7W  
P.O. Box 125  
Kenilworth ON N0G 2E0

Attention: Karren Wallace, Clerk

15. It is understood and agreed between the Parties hereto that the covenants, provisions and conditions herein contained shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the Owner and the Township respectively.
16. This Agreement shall be registered against title to the Subject Property, the Van Dongen Property and the DaSilva Property.
17. The Owner covenant and agree that, subject to the express terms of this Agreement nothing in this Agreement shall prevent the Township from exercising its rights as owner of the Township Lands.
18. The Owner, the Van Dongen and DaSilva covenant and agree to assign and to transfer this Agreement to any successor owner and will obtain from such successor or assignee a covenant in favour of the Township that the successor or assignee will be bound by all of the terms and conditions of this Agreement from and after the date of its assignment.

-----the remainder of this page left intentionally blank-----



IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be duly executed as of the date first written above.

Karen Wallace

Witness

Name:

Karen Wallace

Witness

Name:

LEAH SPANTZ

Witness

Name:

LEAH SPANTZ

Witness

Name:

Karen Wallace

Witness

Name:

B - B

Benjamin Martin Van Dongen

B

Brenda Jean Van Dongen

Frank A. Cherri

Frank Anthony Cherri

Jennifer Cherri

Jennifer Mae Cherri

Manuel da Silva

Manuel Dutra DaSilva

The Corporation of the Township of  
Wellington North

Andrew Lennox

Andrew Lennox, Mayor

Karen Wallace

Karren Wallace, Clerk

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



**SCHEDULE "A"****LEGAL DESCRIPTION OF SUBJECT PROPERTY**

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

PT LT 27 CON 7 ARTHUR TOWNSHIP AS IN R0738784; WELLINGTON NORTH

PIN: 71080-0013 (LT)

**SCHEDULE "B"****LEGAL DESCRIPTION OF THE VAN DONGEN PROPERTY**

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

PT LT 26 CON 7 ARTHUR TOWNSHIP AS IN RO760241; WELLINGTON NORTH

PIN: 71080-0012 (LT)

**SCHEDULE "C"****LEGAL DESCRIPTION OF THE DASILVA PROPERTY**

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

CONSOLIDATION OF VARIOUS PROPERTIES : PT LT 26 CON 6 ARTHUR TWP AS IN RO731683 EXCEPT FORCED RD ; PT LT 27 CON 6 ARTHUR TWP AS IN RON97322 EXCEPT FORCED RD & PT 1 61R10893; WELLINGTON NORTH.

PIN: 71080-0078 (LT)

**SCHEDULE "D"****LEGAL DESCRIPTION OF TOWNSHIP ROAD**

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

RDAL BTN CONS 6 & 7 ARTHUR TOWNSHIP; PT LT 28 CON 7 ARTHUR TOWNSHIP AS IN DN15282; PT LT 27 CON 7 ARTHUR TOWNSHIP AS IN DN15282 ,DN15287; PT LT 26 CON 7 ARTHUR TOWNSHIP AS IN DN15286, DN15285 & DN20992; PT LT 25 CON 7 ARTHUR TOWNSHIP AS IN DN15283 , BTN SIDEROAD 9 & KING'S HWY # 9;; WELLINGTON NORTH

PIN: 71080-0019 (LT)

# PLAN of DRAINS

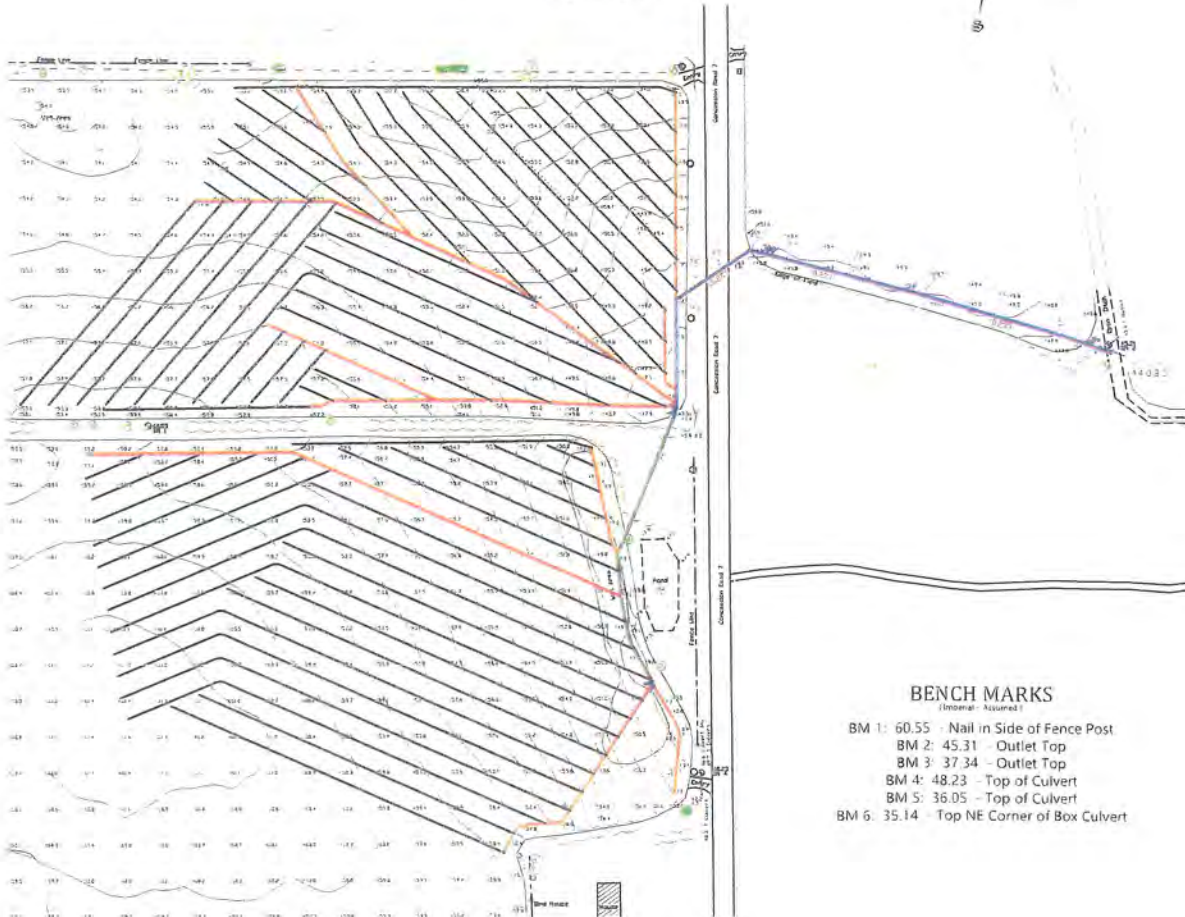
FOR  
**BEN VANDOGEN, FRANK CHERRI**  
8628, 8610 Concession Road 7  
Lot 26, Concession 7, Arthur Township

SCALE



DATE

Surveyed: Aug 2018

**BENCH MARKS**

(Internal - Assumed)

- BM 1: 60.55 - Nail in Side of Fence Post
- BM 2: 45.31 - Outlet Top
- BM 3: 37.34 - Outlet Top
- BM 4: 48.23 - Top of Culvert
- BM 5: 36.05 - Top of Culvert
- BM 6: 35.14 - Top NE Corner of Box Culvert

DESIGN &amp; INSTALLATION by:

**MARQUARDT**  
FARM DRAINAGE LTD.

P.O. Box 396 R.R. #3 Palmerston, Ontario N0G 2P0  
519-343-3233



Designed by S. Cronsberry

**KEY to PLAN**

- Bench Mark
- Control Point
- Fence Post
- Brace Post
- Tee Post
- Property Bar
- Sign
- Tree, Coniferous
- Tree, Deciduous
- Tree Dead
- Shrub
- Tree Stump

- Catch Basin
- Hickbottom Drain
- Hydro Pole
- Bell Pedestal
- Utility Marker
- Sink Hole
- Building
- Natural Grade
- Water Level
- B.D. Bottom of Ditch
- Tile Depth

Relative Elevations = 49.9 ft  
Contours at 1 Foot Intervals

- Fences and Boundaries
- Edge of Wet Area
- Open Ditch
- Filter Sock Division
- Edge of Grass
- Edge of Field
- Edge of Bush Area
- Utility Locate
- Existing Tile

- New 12" Main Tile
- New 10" Main Tile
- New 8" Main Tile
- New 6" Main Tile
- New 4" Main Tile
- Change in Tile Size
- Change in Tile Grade
- Length and Size of Tile
- Grade of Tile
- New 4" Lateral Tile
- New 4" Lateral with Filter
- New & Existing Connection

# THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

## BY-LAW NUMBER 053-20

### BEING A BY-LAW TO AUTHORIZE A SUBDIVISION AGREEMENT (H. BYE CONSTRUCTION LIMITED)

**WHEREAS** it is deemed expedient to enter into such an Agreement with H. Bye Construction Limited:

PT PK LT 4 S/S BIRMINGHAM ST PL TOWN OF MOUNT FOREST PT 1, 61R20580; SUBJECT TO AN EASEMENT IN FAVOUR OF PT PK LT 4 S/S BIRMINGHAM ST PL TOWN OF MOUNT FOREST, PT 1, 61R11573 AS IN WC319505; SUBJECT TO AN EASEMENT IN FAVOUR OF PT PK LT 4 S/S BIRMINGHAM ST PL TOWN OF MOUNT FOREST, PT 3, 61R11573 AS IN WC319506; TOWNSHIP OF WELLINGTON NORTH  
Property Identifier Number (PIN): 71060-00090 (LT)

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

1. The Corporation shall enter into a Subdivision Agreement with H. Bye Construction Limited in the form, or substantially the same for as the draft Agreement attached hereto as Schedule 1.
2. The Mayor and the Clerk of the Corporation are hereby authorized and directed to sign the By-law to enter into the Agreement on behalf of the Corporation
3. And the Clerk be hereby directed to cause notice of the said Agreement to be registered on the title to the lands.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
THIS 22<sup>nd</sup> DAY OF JUNE, 2020.**

---

**ANDREW LENNOX, MAYOR**

---

**KARREN WALLACE, CLERK**

**SUBDIVISION AGREEMENT**

**Between**

**H. BYE CONSTRUCTION LIMITED**

**- and -**

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

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

**TOWNSHIP OF WELLINGTON NORTH**  
**SUBDIVISION AGREEMENT INDEX**

<b>SECTION 1 – ORDER OF PROCEDURE</b>	<b>2</b>
<b>SECTION 2 – LIST OF ATTACHED SCHEDULES</b>	<b>3</b>
<b>SECTION 3 – INSTALLATION OF SERVICES</b>	<b>3</b>
3.1 General Obligations	3
3.2 Township’s Engineering, Planning and Legal Costs	4
3.3 Developer’s Engineer	4
3.4 Works to be Installed	5
3.5 Approval of Plans	5
3.6 Notification of Commencement	5
3.7 Progress of Works	5
3.8 Scheduling of Works	6
3.9 Contractor	6
3.10 Utility Costs and Charges	6
3.11 Access Roads	6
3.12 Movement of Fill	7
3.13 Damage to Existing Plant	7
3.14 Signs	7
3.15 Testing	7
3.16 Erosion and Silting Control	8
3.17 Emergency Access	8
3.18 Construction Refuse and Weeds	8
3.19 Dust Control	8
3.20 Street Names	8
3.21 Municipal Street Numbers	8
<b>SECTION 4 – ACCEPTANCE OF WORKS</b>	<b>9</b>
4.1 Stages of Construction and Services	9
4.2 Inspection and Preliminary Acceptance of Works	9
4.3 Final Acceptance of the Works	10
4.4 Acceptance During Winter Months	10
4.5 Use of Works by Township	10
4.6 Replacement of Survey Bars	10
4.7 Ownership of Services	11
<b>SECTION 5 – MAINTENANCE OF WORKS</b>	<b>11</b>
5.1 Maintenance of Works	11
5.2 Road Maintenance	11
5.3 Emergency Repairs	12
<b>SECTION 6 – DRAINAGE AND LANDSCAPE DESIGN</b>	<b>12</b>
6.1 Drainage	12
6.2 Preservation of Trees	12
6.3 Lots Unsuitable for Building	12
6.4 Lot Grading	13



6.5	Obligation to Complete Grading According to Lot Grading Plan	13
6.6	Certified Building Lot Site Plan	13
6.7	Owner’s Final Grading Certificate	14
6.8	Obligation to Maintain Grading	14
6.9	Prevention of Surface Water Flow	15
6.10	Erosion Control	15
6.11	Maintenance of Lot Grading	15
<b>SECTION 7 – LANDS TO BE CONVEYED</b>		<b>15</b>
7.1	Lands for Municipal Purposes	15
7.2	Easements	16
<b>SECTION 8 – ADMINISTRATION</b>		<b>16</b>
8.1	Voiding Agreement	16
8.2	Developer’s Expense	16
8.3	Phasing	16
8.4	Developer’s Liabilities	17
8.5	Insurance	17
8.6	Legal Notice to Developer	18
8.7	Registration	18
8.8	Mortgagee Postponement and Subordination	18
8.9	Requirements for Building Permits	18
8.10	Requirements for Occupancy	20
8.11	Special Building Permits / Model Homes	20
8.12	Right to Enter into an Agreement	21
8.13	Successors and Assigns	21
8.14	Notification of Charges	21
8.15	Scheduling, Progress and Completion	22
8.16	No Township Liability	22
8.17	Conflict	22
8.18	Amendment	22
8.19	First Registration – Land Titles Act	23
8.20	Township Street Entrance Policy	23
<b>SECTION 9 – FINANCIAL PROVISIONS</b>		<b>23</b>
9.1	Development Charges, Drainage and Local Improvement Charges	23
9.2	Securities	24
9.3	Reduction of Securities	26
9.4	Statutory Declaration of Accounts Paid	27
9.5	Construction Act	27
9.6	Partial Release	27
<b>SECTION 10 – SPECIAL PROVISIONS AND EXCEPTIONS</b>		<b>28</b>
<b>SECTION 11 – SIGNATURES</b>		<b>29</b>

**LIST OF SCHEDULES**

SCHEDULE “A” --	DESCRIPTION OF LANDS BEING SUBDIVIDED	30
SCHEDULE “B” --	IDENTIFICATION OF DRAFT PLAN	31
SCHEDULE “C” --	TOWNSHIP OF WELLINGTON NORTH MUNICIPAL SERVICING STANDARDS (CURRENT)	32
SCHEDULE “D” --	WORKS TO BE CONSTRUCTED	33
SCHEDULE “E” --	ITEMIZED ESTIMATE OF COSTS OF CONSTRUCTION OF EACH PART OF THE WORKS	34
SCHEDULE “F” --	LIST OF LOTS UNSUITABLE FOR BUILDING PURPOSES	35
SCHEDULE “G” --	OWNER’S FINAL GRADING CERTIFICATE	36
SCHEDULE “H” --	LIST OF LANDS FOR MUNICIPAL PURPOSES AND EASEMENTS TO BE GRANTED TO THE TOWNSHIP	37
SCHEDULE “I” --	NO OCCUPANCY AGREEMENT	38
SCHEDULE “J” --	APPLICATION FOR REDUCTION OF SECURITY	39
SCHEDULE “K” --	FORM OF PARTIAL RELEASE	40
SCHEDULE “L” --	CONDITIONS OF DRAFT APPROVAL	41
SCHEDULE “M” --	SPECIAL PROVISIONS AND EXCEPTIONS (SECTION 10)	42

**TOWNSHIP OF WELLINGTON NORTH**  
**SUBDIVISION AGREEMENT**

**THIS AGREEMENT** made on the \_\_\_\_ day of \_\_\_\_\_, 2020.

**BETWEEN:**

**H. BYE CONSTRUCTION LIMITED**

(the "Developer")

- and -

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

(the "Township")

**WHEREAS** the Developer is the owner of the Land described in Schedule "A" to this Subdivision Agreement (the "Agreement") and proposes to subdivide it (the "Lands") for the purpose of selling, conveying or leasing it in lots, by reference to a Registered Plan of Subdivision.

**AND WHEREAS** the Developer declares that he is the registered owner of the lands and has applied to the County of Wellington (the "County"), for approval of a plan of subdivision (the "Plan"), which is identified on Schedule "B" to this Agreement.

**AND WHEREAS** the Township has been authorized by the County to require the Developer to agree to construct and install certain municipal services being the "Works" set out in Schedule "D" to this Agreement and to make financial arrangements with the Township for the installation and construction of required services before final approval of the Plan by the County.

**AND WHEREAS** the Developer is required to dedicate for public purposes certain portions of the Lands or make a cash payment to the Township in lieu of dedicating such land.

**AND WHEREAS** the word "Developer" where used in this Agreement includes an individual, association, partnership or corporation and wherever the singular is used it shall be construed as including the plural, and the words "it", "its", "he" and "his" in reference to the Developer are interchangeable as grammatically required.

**NOW THEREFORE** in consideration of the mutual terms, conditions and covenants contained herein, the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows.

## SECTION 1 – ORDER OF PROCEDURE

- 1.1 Upon application to the Township for the preparation of an Agreement the Developer shall:
  - 1.1.1 pay to the Township the fee required by the Township's Tariff of Fees By-law;
  - 1.1.2 pay to the Township the sum of ten thousand dollars (\$10,000.00) as a deposit in respect of the Township's engineering, planning and legal costs referred to in Section 3.2.1 herein; and
  - 1.1.3 submit design drawings and supporting information outlining the services to be installed.
- 1.2 Prior to Registering the Agreement the Developer shall:
  - 1.2.1 deposit with the Township securities and insurance as outlined in this Agreement;
  - 1.2.2 pay in full any outstanding taxes or drainage, local improvement charges and charges under the *Municipal Act*, 2001 including outstanding sewer rates and/or water rates;
  - 1.2.3 mutually agree with the Township on the parcel of land to be deeded to the Township for parkland or the amount of cash to be given to the Township in lieu of parkland;
  - 1.2.4 pay the amount in lieu of parkland to the Township or deposit the Transfers/Deeds of Land for the parkland with the Township;
  - 1.2.5 deposit with the Township Solicitor eight (8) copies of this Agreement executed by the Developer, to be executed by the Township and retained by the Township Solicitor for registration as hereinafter provided; and
  - 1.2.6 deliver if requested by the Township Solicitor written authorization to register this Agreement or Notice of this Agreement both before and after registration of the Plan, whereupon the Township Solicitor shall register this Agreement or notice of it.
- 1.3 Prior to starting construction of the Services in the Subdivision the Developer shall:
  - 1.3.1 obtain Final Approval of the Plan from the County and have obtained registration of the Plan;
  - 1.3.2 submit and obtain the written approval of the Township Engineer for the following in accordance with the current Municipal Servicing Standards of the Township:
    - 1.3.2.1 the Storm Drainage Plan;
    - 1.3.2.2 the Overall Lot Grading Plan;
    - 1.3.2.3 the Composite Utility Plan for hydro, telephone and other applicable telecommunications, gas and utilities;
    - 1.3.2.4 final approved drawings for all Works required in Schedule "D" to this Agreement;

- 1.3.3 submit to the Township, the Ministry of the Environment, Conservation and Park’s (MECP) Environmental Compliance Approval (ECA) for , the Sanitary Sewage Collection System, and the Storm Sewer System and Storm Water Management Works; and
- 1.3.4 provide written confirmation of approval required for drainage, road crossings, encroachments, or easements from the Township, County, Conservation Authority, the Ministry of Transportation of Ontario and any other authority having jurisdiction.
- 1.4 Prior to the sale of any lot and/or prior to the making of application for building permits the Developer shall:
- 1.4.1 comply with all requirements of Section 8.9 of this Agreement.
- 1.5 Prior to any person occupying any building within the Subdivision the Developer shall:
- 1.5.1 comply with all the requirements of Section 8.10 of this Agreement.

**SECTION 2 – LIST OF ATTACHED SCHEDULES**

The following schedules are attached to and form part of this Subdivision Agreement.

- 2.1 Schedule “A” - Description of Lands being Subdivided.
- 2.2 Schedule “B” - Identification of Draft Plan.
- 2.3 Schedule “C” - Township of Wellington North Municipal Servicing Standards (Current).
- 2.4 Schedule “D” - Works to be Constructed.
- 2.5 Schedule “E” - Itemized Estimate of Cost of Construction of Each Part of the Works.
- 2.6 Schedule “F” - List of Lots Unsuitable for Building Purposes.
- 2.7 Schedule “G” - Owner’s Final Grading Certificate.
- 2.8 Schedule “H” - List of Lands for Municipal Purposes and Easements to be Granted to the Township.
- 2.9 Schedule “I” - No Occupancy Agreement.
- 2.10 Schedule “J” - Application for Reduction of Security.
- 2.11 Schedule “K” - Form of Partial Release.
- 2.12 Schedule “L” - Conditions of Draft Approval.
- 2.13 Schedule “M” - Special Provisions and Exceptions (Section 10).

**SECTION 3 – INSTALLATION OF SERVICES**

- 3.1 General Obligations  
The Developer shall comply with all requirements of this Agreement, including the requirements and/or conditions set out or identified in the Schedules which are attached to and form part of this Agreement, to the satisfaction of the Township,

and with respect to the Conditions of Draft Approval described in Schedule “L” to the satisfaction of the Saugeen Valley Conservation Authority, Upper Grand District School Board and the Wellington Catholic District School Board. The Developer shall design, construct and install, at its own expense, and in a good and workmanlike manner in accordance with standards of the Township as set out in Schedule “C”, the Works as in Schedule “D” to the satisfaction of the Township.

3.2            Township’s Engineering, Planning and Legal Costs

3.2.1           The Developer agrees to pay the Township’s cost of the Township Planner and the Township Solicitor in processing the Subdivision and of the Township Engineer for checking of plans, documents and specifications and for supervision and inspection on behalf of the Township.

3.2.2           The Developer shall be billed regularly by the Township for all costs incurred by the Township with respect to this Agreement pursuant to Section 3.2.1.

3.2.3           The Developer shall reimburse the Township, for all costs incurred by the Township as referred to in Section 3.2.1 herein, within thirty (30) days of each billing, failing which the Township and its agents shall cease all work with respect to the review of the Subdivision.

3.2.4           The deposit referred to in Section 1.1.2 of this Agreement shall be retained by the Township as a float against any unpaid bills and such deposit (or the balance thereof, if any) shall be returned to the Developer at Final Acceptance of the Subdivision by the Township and the Township being satisfied, in its discretion, that all costs in Section 3.2.1 herein and any contingencies with respect to the Subdivision have been paid in full.

3.2.5           The Developer shall pay to the Township, on thirty (30) days written notice from the Township, such amount as is necessary to maintain the deposit referred to in Section 1.1.2 at the sum of ten thousand dollars (\$10,000.00), failing which the Township and its agents shall cease all work with respect to the review of the Subdivision.

3.3            Developer’s Engineer

The Developer shall employ engineers registered with Professional Engineers Ontario and approved by the Township:

- 3.3.1           to prepare designs;
- 3.3.2           to prepare and furnish all required drawings;
- 3.3.3           to prepare the necessary contract(s);
- 3.3.4           to obtain the necessary approvals in conjunction with the Township and the Ministry of the Environment, Conservation and Parks, and other authorities having jurisdiction;
- 3.3.5           to provide the field layout, the contract administration and the full time supervision of construction;

- 3.3.6 to maintain all records of construction and upon completion, to advise the Township Engineer of all construction changes and to prepare final “as constructed” drawings. Electronic (PDF and CAD) and hard copies of the “as constructed” drawings shall be submitted to the Township prior to the issuance of the Certificate of Final Acceptance (refer to current Township Municipal Servicing Standards for current as constructed drawing submission requirements);
- 3.3.7 to act as the representative of the Developer in all matters pertaining to the construction;
- 3.3.8 to provide co-ordination and scheduling to comply with the timing provisions of this Agreement and the requirements of the Township Engineer, for all works specified in this Agreement; and
- 3.3.9 to provide certification that the installation of services was in conformance to said plans, documents and specifications, such certification to be in a form acceptable to the Township Solicitor and the Township Engineer.

3.4 Works to be Installed

The Works to be installed are set out in Schedule “D” to this Agreement. This schedule is to set out the Works in general terms only and shall not be construed as covering all items in detail. If at any time and from time to time during the development of the Subdivision, the Township Engineer is of the opinion that additional Works are necessary to provide adequately any of the public services required for the Plan, the Developer shall, at its expense, construct, install or perform such additional Works at the request of the Township Engineer.

3.5 Approval of Plans

The detailed plans and specifications of all services must be submitted by the Developer to the Township’s Engineer for approval and such approval shall in no way absolve the Developer or its consulting Engineers of responsibility for errors in or omissions from such plans and specifications.

3.6 Notification of Commencement

The Developer shall not commence the construction of any of the Works until the Plan has been registered and the Developer has provided ninety-six (96) hours written notice to the Township Engineer of his intent to commence work. Should for any reason, there be a cessation or interruption of construction, the Developer shall provide ninety-six (96) hours written notification to the Township Engineer before work is resumed.

3.7 Progress of Works

The Developer shall install all Works in a timely manner, in accordance with the requirements of Schedule “C” and this Agreement. If it fails to do so, or, having commenced the Works, fails or neglects to proceed with reasonable speed, or in the event that the Works are not being installed in the manner required by the Township, then upon the Township giving seven (7) days written notice by

prepaid registered mail to the Developer, the Township may, without further notice enter upon the Lands and proceed to supply all materials and to do the necessary work in connection with the installation of the Works, including the repair or reconstruction of faulty work and the replacement of materials not in accordance with the specifications, and to charge the cost thereof together with an engineering fee of ten percent (10%) of the cost of such materials and works to the Developer who shall forthwith pay the same upon demand. If the Developer fails to pay the Township within thirty (30) days of date on the bill, the money owing may be deducted from the cash deposit, letters of credit, or other securities. It is understood in the event that the Township must enter upon the Lands and have the Works completed or repaired as outlined above any or all original plans, documents and specifications prepared by the Developer’s Engineer must be provided to the Township Engineer if required. It is understood and agreed between the parties hereto that such entry upon the Lands shall be as agent for the Developer and shall not be deemed for any purpose whatsoever, as an acceptance or assumption of the Works by the Township. The Township, in addition to all other remedies may refuse to issue building permits until the Works are completely installed in accordance with this Agreement and to the satisfaction of the Township.

3.8            Scheduling of Works

Prior to the start of construction and prior to the submission of applications for the issuance of building permits, the Developer shall supply for the approval of the Township Engineer a Schedule of Works setting out the order of construction of the Works. The Township Engineer may amend this schedule and the Developer must construct, install or perform the work as the Township Engineer from time to time may direct.

3.9            Contractor

The services shall be installed by a contractor or contractors retained by the Developer and approved in writing by the Township Engineer.

3.10          Utility Costs and Charges

The Developer shall deal directly with Wellington North Power Inc. and any other applicable utility company including obtaining all approvals and permits and pay all fees and charges directly to the utility.

3.11          Access Roads

All access roads must be maintained by the Developer in good repair acceptable to the Township Engineer during the time of construction. This shall include the removal of mud tracked from the Subdivision as well as dust control. No roadway outside the limits of the proposed Subdivision may be closed without the written consent of the Township Engineer. For the purpose of getting such



consent, the Developer shall advise the Township Clerk of the date and time it wishes to close a roadway. The Township reserves the right to limit or prohibit the use of any existing access road by the Developer.

3.12 Movement of Fill

The Developer covenants and agrees that it shall not dump nor permit to be dumped any fill or debris on, nor shall it remove or permit to be removed any fill, topsoil, trees or shrubs from any public lands, other than roads, without the written consent of the Township Engineer. The Developer further agrees that no topsoil shall be removed from the lots and/or blocks except for construction purposes within the development and then such topsoil shall be stockpiled during grading operations and as each building is completed the topsoil so stockpiled shall be replaced on the ground around each building to comply with the Township standards, and the replacing of such topsoil shall include all surfaces not covered by buildings, driveways or pavement within the development. Excess topsoil may be removed from the site with the approval of the Township Director of Operations.

3.13 Damage to Existing Plant

The Developer shall repair any damages caused to any existing road, road allowance or existing structure or plant located on the road allowance as a result of the Subdivision development and shall pay for any costs involved in relocation of any existing services such as hydrants, telephone poles, hydro poles, pad mount transformers cubicles and pedestals, whether such services fall within the jurisdiction or authority of the Township or not.

3.14 Signs

Signs at least 4' x 6' shall be erected by the Developer at each entrance to the Subdivision. The signs shall read as follows:

“Roads Not Assumed by Municipality – Use at Your Own Risk”.

These signs shall be installed prior to the start of construction and be removed after all the roads have received a Certificate of Final Acceptance.

3.15 Testing

The Township Engineer may have any qualitative or quantitative tests made of any materials which have been or are proposed to be used in the construction of any of the Works required by this Agreement, or may require video recording or soil tests to be carried out, and the cost of such tests shall be paid by the Developer within ten (10) days of the account being rendered by the Township. Nothing herein shall relieve the Developer of its responsibility to carry out any tests required by good engineering practice. Close circuit television inspection of all sewers will be required as per municipal servicing standards.

3.16            Erosion and Silting Control

The Developer must take all necessary precautions to prevent erosion and sedimentation of sewers, ditches, culverts, slopes, etc. both within the Development and downstream during construction and completion of servicing of the Subdivision. Failing adequate precautions being taken the Developer will be responsible for correcting any damages and paying all maintenance costs resulting therefrom.

3.17            Emergency Access

The Developer shall at all times during construction and development of the Works maintain emergency access to the Lands to the satisfaction of the Township Engineer.

3.18            Construction Refuse and Weeds

The Developer, and each subsequent Owner of Lots or Blocks within the Plan, shall regularly dispose of all construction refuse, debris or weeds whether it be from site servicing or house building or any other source related to the development of the site, in an orderly and sanitary fashion. If the Developer or subsequent Owner of the Lots or Blocks within the Plan fails to remove and dispose of construction refuse, debris or weeds to the satisfaction of the Township By-law Officer, the Township may give written notice to the Developer or lot Owner. If the Developer or each subsequent Owner of Lots or Blocks within the Plan fails to dispose of the refuse, debris or weeds within forty-eight (48) hours after receiving a written request from the Township to do so, the Township may, without further notice, undertake such removal and disposition and the cost thereof shall be paid by the Developer or each subsequent Owner of the Lots or Blocks within the Plan forthwith upon demand. The burning of construction refuse, debris or weeds is prohibited.

3.19            Dust Control

Until the Final Acceptance of all services to be constructed under this Agreement, the Developer shall use such reasonable method to prevent any dust problem to traffic or home occupants as the Township shall deem necessary and for this purpose the Township Director of Operations shall notify the Developer in writing from time to time of the requirements of the Township.

3.20            Street Names

The Developer shall name all streets within the Lands forming part of the Plan with names approved by the Township.

3.21            Municipal Street Numbers

3.21.1        All Lot, Block or building numbers for use within the Plan shall be allocated by the Township Clerk. To obtain such allocation the Developer shall furnish the

Township Clerk with a copy of the Plan as registered upon which the Township Clerk will designate the proper numbers for each Lot, Block or building.

- 3.21.2 The Developer shall display by means of a sign at least 1' x 1' to be erected on each Lot or Block within the Plan, the Lot or Block number as shown on the Plan and the street number and Lot or Block number for each Lot or Block prior to the issuance of a Building Permit for that Lot or Block which sign shall remain until such time as the building on such Lot or Block is occupied in accordance with the provisions of this Agreement.
- 3.21.3 Each Owner shall cause the number so provided to be placed and maintained in a conspicuous position in the front of the property upon occupancy.

**SECTION 4 – ACCEPTANCE OF WORKS**

4.1 Stages of Construction and Services

The Township will grant Preliminary Acceptance of servicing based upon four (4) stages of construction; and when the development is phased, within the whole of each phase as approved by the Township. Stages of construction are as follows:

- Stage 1 – consists of all underground Works including storm sewers, sanitary sewers, watermains, and including all water, storm and sanitary sewer service connections to the limit of the street allowance for each proposed building lot, plus any required Storm Water Management Works.
- Stage 2 – services shall include all road Works up to and including granular road base, curbs and gutters, base asphalt, grading of boulevard areas, installation of street and traffic signs, and all conduits and pipes for electricity or other utilities such as gas, telephone and cable tv.
- Stage 3 – services involved in the completion of the electrical distribution system, service connections to the edge of the street allowance for each proposed utility and street lighting.
- Stage 4 – services include the final coat of asphalt, sidewalks, topsoil, sodding, trees, driveway ramps, fencing and all other requirements of this Agreement.

4.2 Inspection and Preliminary Acceptance of Works

When all of the services in any stage of servicing as identified above have been completed and the Township Engineer has given written certification by the Developer’s Engineer that such services have been constructed in each stage in accordance with the approved plans and specifications in this Agreement or any other applicable servicing agreement, and upon satisfactory inspection by the Township Engineer, the Township Engineer will recommend that the Township

grant a Certificate of Preliminary Acceptance. This Certificate may include a list of minor deficiencies which the Developer must repair. The services shall then be subject to a guaranteed maintenance period as described in Section 5.1.

#### 4.3 Final Acceptance of the Works

On receipt of a written request from the Developer for final inspection and final acceptance following completion of the guaranteed maintenance period outlined in Section 5.1, the Township Engineer will complete an inspection and if there are no deficiencies, will recommend to the Township that the Certificate of Final Acceptance be issued. This Certificate will be issued provided that the Developer has paid all accounts to the Township and the Township:

- is satisfied the applicable services have been completely installed;
- is satisfied all repairs or maintenance work on the applicable services have been completed;
- has approved the formal certification of final completion from the Developer's Engineer certifying that all Works and services have been installed; and
- has received as-built drawings as detailed elsewhere in this Agreement.

#### 4.4 Acceptance During Winter Months

The Township will not be required to provide Certificates of Preliminary or Final Acceptance during the winter months or any other time of year when inspection of the Works and services is impractical due to snow cover or other adverse conditions.

#### 4.5 Use of Works by Township

The Developer agrees that:

- a) the Works may be used prior to acceptance by the Township, or other authorized persons for the purposes for which such Works were designed;
- b) such use shall not be deemed an acceptance of the Works by the Township; and
- c) such use shall not in any way relieve the Developer of his obligations in respect of the construction and maintenance of the Works so used.

#### 4.6 Replacement of Survey Bars

Prior to the Final Acceptance of the Subdivision by the Township, the Developer shall deliver to the Township Clerk a statement from an Ontario Land Surveyor approved by the Township that after the completion of the Subdivision work, all survey monuments and iron bars exist or have been replaced as shown on the registered plan where the lot corners and boundaries are on a public street or a

road allowance or have a common boundary with any other lands owned by the Township prior to the registration of the plan or conveyed or to be conveyed to the Township pursuant to the terms of this Agreement.

4.7            Ownership of Services

Upon the issuance to the Developer of the Certificate of Final Acceptance, the ownership of the Works described shall vest in the Township and the Developer shall have no claim or rights thereto except those occurring as an owner of the lands abutting the streets where such services are installed.

**SECTION 5 – MAINTENANCE OF WORKS**

5.1            Maintenance of Works

The Developer will be responsible for the repair and maintenance of all Subdivision services and Works including hydro costs for street lights, until a Certificate of Final Acceptance is issued by the Township. If during this period, the Developer fails to carry out maintenance work within seventy-two (72) hours after receipt of the request from the Township, then the Township Engineer or Director of Operations or delegate may without further notice undertake such maintenance work and the total costs of such work including engineering fees shall be borne by the Developer. If the Developer fails to pay the Township within thirty (30) days of the date of billing then the money owing may be deducted from the deposited securities. Towards the end of the maintenance period, the Developer shall make written request to the Township for a final inspection to be made in respect to the issuance of the Certificate of Final Acceptance.

5.2            Road Maintenance

- 5.2.1        The Developer will be responsible for the maintenance of the roads until final acceptance.
- 5.2.2        Summer maintenance shall include grading, dust control and general clean-up of the site.
- 5.2.3        The Developer shall be responsible for all winter road maintenance within the Subdivision. In the event that proper vehicular access or snow removal is not provided by the Developer, the Township, through its servants, contractors or agents may provide access and remove snow without notice to the Developer. Such removal of snow shall be only carried out at times deemed to be an emergency by the Township’s Roads Department. All costs of such work shall be paid by the Developer within thirty (30) days of date of billing or otherwise may be deducted from the deposited securities. The Developer further agrees that any work done by the Township pursuant to this Agreement before the roads are accepted by the Township shall not be deemed in any way, to be an acceptance by

the Township of the roads in the said Subdivision upon which such work is done. The Developer acknowledges that the Township in providing access by removing snow may damage or interfere with the works of the Developer and cause damage to such works and the Developer hereby waives all claims against the Township that he might have arising therefrom and covenants that he will make no claim against the Township for such interference or damage. Representation may be made requesting that the Township consider entering into a separate agreement with the Developer to undertake the winter road maintenance within the Subdivision.

5.3            Emergency Repairs

Employees or agents of the Township may enter onto the Lands at any time or from time to time for the purpose of making emergency repairs to any of the Works. Such entry and repairing shall not be deemed an acceptance of any of the Works by the Township or an assumption by the Township of any liability in connection therewith or a release of the Developer from any of his obligations under this Agreement.

**SECTION 6 – DRAINAGE AND LANDSCAPE DESIGN**

6.1            Drainage

All Lots and Blocks within the Plan and all lands abutting the Plan shall be graded to drain in accordance with the Drainage Plan as approved by the Township Engineer. It is understood and agreed by the parties hereto that the drainage of surface waters on the Lots and Blocks in the Plan, are the sole responsibility of the Developer and subsequent purchasers, and the Developer is to provide and maintain adequate drainage of such surface waters. Satisfactory drainage outlets shall be provided. Drainage outlets shall be constructed from the limits of the Subdivision to a sufficient outlet in accordance with the approved engineering drawings.

6.2            Preservation of Trees

The Developer must preserve all healthy trees within the limits of the Subdivision. Except for the actual area of roadway construction and installation of services, no trees whether on the road allowance, or on the parkland, or on the individual lots, shall be removed without the Township’s written permission.

6.3            Lots Unsuitable for Building

Any Lot which will require special attention in order to be serviced will be listed in Schedule “F” of this Agreement. Prior to the making of an application for the issuance of a building permit for any Lot listed in Schedule “F”, the Developer’s

Engineer must submit a letter to the Township Engineer outlining the measures to be taken to correct the problems on the Lots. This proposal must be approved prior to applying for a building permit.

6.4            Lot Grading

All Lands shown within the Plan shall be graded in general conformity with the Lot Grading Plan, including fill and excavation as required for the full width and length of the grades and levels, and to the specifications, requirements and satisfaction of the Township Engineer; provided that for residential Lots and Blocks, grading must be brought within zero decimal five (0.5) metres of the final grade and further residential development may complete the grading. All work done by the Developer must be of such a nature as to ensure that the integrity and intent of the overall Lot Grading Plan is functional until the Lands are fully developed.

6.5            Obligation to Complete Grading According to Lot Grading Plan

The Lands shall be graded in general conformity with the grades and elevations shown on the Lot Grading Plan and in compliance with Section 6.6.

6.6            Certified Building Lot Site Plan

Subject to Section 8.9 herein, no building shall be constructed on a Lot or Block within the Plan until:

- 6.6.1           a Building Lot Site Plan bearing the signature and seal of an Ontario Professional Engineer holding a Certificate of Authorization from Professional Engineers Ontario or who is employed by a partnership or corporation holding such Certificate of Authorization to offer professional engineering services to the public (the "Professional Engineer") or a Registered Ontario Land Surveyor who certifies thereon that it generally conforms with the Lot Grading Plan has been filed with the Chief Building Official of the Township showing:
  - 6.6.1.1        the proposed finished elevation of these lands at each corner of the Lot or Block;
  - 6.6.1.2        the proposed finished elevation of these lands at the front and rear of the building;
  - 6.6.1.3        the proposed finished elevations of the underside of the footings and the proposed finished height of the foundation of the building;
  - 6.6.1.4        the proposed finished elevation of any retaining walls, the proposed elevation of any walk-out onto these lands from the basement of the building, and the proposed elevation of any basement window openings;
  - 6.6.1.5        the proposed finished elevation and slope of any driveway and the proposed location of any swale or rear yard catch basin;
  - 6.6.1.6        any abrupt changes in the proposed finished elevation of these lands; and
  - 6.6.1.7        the Lot and Registered Plan number, the municipal address for the subject Lot or Block and the proposed location of the building thereon in relation to the Lot or Block boundaries.

6.6.2           The Developer hereby agrees that the existing property line grades abutting developed land are not to be altered or disturbed, except as approved otherwise by the Township Engineer.

6.7           Owner’s Final Grading Certificate

6.7.1           No newly constructed building shall be occupied or used unless there is filed, prior to occupancy, in the case of substantial completion on or between June 1 and October 31, or,

6.7.2           by the following June 1, in the case of substantial completion on or between November 1 and May 31 next,

6.7.3           with the Township Chief Building Official an Owner’s Final Grading Certificate in the form attached as Schedule “G” bearing the signature and seal of the Developer’s Engineer at the Owner’s expense verifying that the actual finished elevation and grading of these lands generally conform with the Lot Grading Plan and the Certified Building Lot Site Plan, and the Township has been reimbursed for the Township Engineer’s charges for the Certificate.

6.7.4           If occupancy occurs between November 1 and May 31 next and an Owner’s Final Grading Certificate as described in Section 6.7.3 is not filed prior to occupancy with the Township Chief Building Official, then the Owner shall provide the Township Chief Building Official with a written undertaking to file the Owner’s Final Grading Certificate with the Township Chief Building Official by the following June 1.

6.7.5           If and when the Owner’s Final Grading Certificate is accepted by the Township Chief Building Official that the Lands generally conform with the Lot Grading Plan and the Certified Building Lot Site Plan, the Damage/Lot Grading Deposit referred to in Section 8.9.8.1 is returnable to the Owner subject to the provisions of Section 6.7.6 and Section 8.9.8.2 of this Agreement.

6.7.6           The Owner agrees that, should drainage rectification become necessary in the absolute discretion of the Township, and the Owner fails to make such rectification when so instructed by the Township, the Township may, at its option, undertake the correction of such drainage and all costs over and above the two thousand five hundred dollar (\$2,500.00) deposit (See Section 8.9.8.1) shall be charged back to the Owner and shall include a management fee of fifteen percent (15%) of the cost of labour and material and shall be a charge against the Lot or Block for which regrading was carried out and shall be payable forthwith. The Owner agrees that neither it nor its successors or assigns will alter the grading or change the elevation or contour of the land except in accordance with drainage plans approved by the Township.

6.8           Obligation to Maintain Grading

After the building Lot or Block is graded in accordance with the Lot Grading Plan and the Certified Building Lot Site Plan, no change shall be made to the actual



finished elevation and grading of the building Lot or Block in any way that results in a material alteration of drainage on or across the building Lot or Block or adjacent lands from that shown on the Lot Grading Plan for the adjacent lands or the Owner's Final Grading Certificate for the building Lot or Block. It is agreed and understood that subsection 51 (26) of the Planning Act, R.S.O. 1990, c.P.13 applies and the Township shall enforce this provision against the Developer and all subsequent owners of any Lot or Block, and in addition or alternatively the Township may, in the event that this subsection is contravened, direct that the contravention be remedied by the owner failing which the Township may proceed to remedy the contravention at the owner's expense and it is agreed that the cost thereof may be added to the tax roll and collected in the same manner as taxes.

6.9 Prevention of Surface Water Flow

The Developer and each subsequent owner shall not block, impede, obstruct or prevent the flow of surface water as provided for in the Drainage Plan, the Lot Grading Plan or the Certified Building Lot Site Plan over any Lot or Block by the construction, erection or placement thereon of any damming device, building, structure or other means. It is agreed and understood that subsection 51 (26) of the Planning Act, R.S.O. 1990, c.P.13 applies and the Township shall enforce this provision against the Developer and all subsequent owners of any Lot or Block, and in addition or alternatively the Township may, in the event that this subsection is contravened, direct that the contravention be remedied by the owner failing which the Township may proceed to remedy the contravention at the owner's expense and it is agreed that the cost thereof may be added to the tax roll and collected in the same manner as taxes.

6.10 Erosion Control

The Developer shall construct silt fences or other facilities as required during construction to control overland flows from this Subdivision to ensure that mud, silt, construction debris, or other contaminant does not adversely affect abutting properties, all to the specifications of the Township Engineer.

6.11 Maintenance of Lot Grading

The facilities and works required by Section 6 shall be provided and maintained by the Developer or subsequent owner of each lot from time to time at such party's sole risk and expense.

## **SECTION 7 – LANDS TO BE CONVEYED**

7.1 Lands for Municipal Purposes

The Developer shall convey in fee simple a good title free from encumbrances to the Township lands for municipal purposes other than roads, which shall be

mutually agreed upon by the Developer and the Township, or to make a cash payment in lieu thereof as stipulated by the Township and also to convey to the Township in fee simple, the 0.3-metre reserves and other lands required by the Township. The deeds/transfers for such lands are to be approved by the Township Solicitor and thereafter forthwith registered and deposited with the Township Clerk. The cost for preparation and registration of the said deeds/transfers shall be paid by the Developer. A list of lands for municipal purposes to be conveyed to the Township shall be set out in Schedule “H” of this Agreement. Where applicable Section 4.3 (Final Acceptance of the Works) must be complied with.

7.2            Easements

The Developer agrees to grant at its expense all such easements and rights-of-ways as may be required for the installation and supply of services to the Subdivision. The Developer shall provide evidence in writing to the Township that easements have been conveyed as required by other utility companies for telephone, natural gas or similar services. A list of easements and rights-of-ways to be granted to the Township shall be set out in Schedule “H” of this Agreement.

**SECTION 8 – ADMINISTRATION**

8.1            Voiding Agreement

In the event that the Plan is not registered within one (1) year from the date of the signing of this Agreement, the Township may at its option declare this Agreement to be null and void. All costs incurred shall be deducted from the deposit paid by the Developer to the Township pursuant to this Agreement or any other agreement between the Developer and the Township referred to herein.

8.2            Developer’s Expense

Every provision of this Agreement by which the Developer is obligated in any way shall be deemed to include the words “at the expense of the Developer” and “as approved or accepted by the Township”, unless specifically stated otherwise.

8.3            Phasing

8.3.1        The Township may instruct the Developer to construct the Works in particular phases suitable to it and the Developer must comply. If the Township does not so instruct the Developer, before commencement of any of the Works the Developer may request the Township’s permission to divide the area of the Subdivision into convenient phases.

8.3.2        If the construction of the Works is to be phased, then in lieu of furnishing securities as required in Section 9 of this Agreement for the whole of the Works the Developer may furnish the required securities for that part of the Works to be

constructed in each phase(s) subject to compliance with the provisions of Sections 8.3.3 to 8.3.6, both inclusive, of this Agreement.

8.3.3 The Land upon which the Works is to be constructed in a future phase shall be made subject to a specific Holding Zoning (“H”) provision by means of a by-law to be passed by the Township under Section 36 (1) of the Planning Act, R.S.O. 1990, c.P.13 at the Developer’s expense.

8.3.4 Prior to the commencement of the construction of the Works within the Land made subject to a Holding Zoning (“H”) provision under Section 8.3.3 of this Agreement and after the deposit with the Township of the securities as set out elsewhere in this Agreement for such Land along with a written request from the Developer, the Township shall at the Developer’s expense pass a by-law under the said Section 36 to remove the Holding Zoning (“H”) provision.

8.3.5 Before proceeding with an additional phase the Developer shall obtain the written approval of the Township and no Works shall be permitted to be installed and no building permits issued until this approval has been given in writing by the Township.

8.3.6 Unless Section 8.15 herein has been complied with, commencement of construction within any subsequent phases of this Subdivision, or other subdivisions of the Developer herein within the Township of Wellington North, may not proceed.

8.4 Developer’s Liabilities

Until the Township has issued the Certificate of Final Acceptance for the Works, the Developer shall indemnify the Township against all actions, causes of action, suits, claims and demands whatsoever which may arise either directly or indirectly by reason of the Developer undertaking the Plan.

8.5 Insurance

The Developer shall obtain and maintain in full force and effect a policy of comprehensive general liability insurance, providing coverage for a limit of not less than \$5,000,000.00 for each occurrence of a claim of bodily injury (including personal injury), death or property damage, including loss of use thereof, that may arise directly or indirectly out of the acts or omissions of the Developer. Such policy or policies shall be issued in the joint names of the Developer, the Township and the Township’s consulting engineer and the form and content shall be subject to the approval of the Township. The policy shall be in effect for the period of this agreement. The issuance of such policy or policies of insurance shall not be construed as relieving the Owner from responsibility for other or larger claims, if any, for which it may be held responsible. Proof of insurance shall be provided on an annual basis. The policy shall specify that it cannot be altered, cancelled or allowed to lapse unless prior notice by registered mail has been received thirty (30) days in advance by the Township.

8.6            Legal Notice to Developer

Any notice required to be given hereunder may be given by registered mail addressed to the Developer at its principal place of business and shall be effective as of the date of the deposit thereof in the Post Office.

8.7            Registration

The Developer consents to the registration of this Agreement upon the title to the Land both before and after registration of the Plan at the sole discretion of the Township and at the expense of the Developer.

8.8            Mortgagee Postponement and Subordination

The Developer covenants and agrees, at its own expense, to obtain and register such documentation from its mortgagees or encumbrance holders as may be deemed necessary by the Township to postpone and subordinate their interest in the lands to the interest of the Township to the extent that this Agreement shall take effect and have priority as if it had been executed and registered before the execution and registration of the document or documents giving to the mortgagees and/or encumbrance holders their interest in the lands.

8.9            Requirements for Building Permits

The approval of the Plan by the Township or the acceptance by the Township of the Works shall not be deemed to give any assurance that Township building permits, when applied for will be issued in respect of the Lots or Blocks shown on the Plan. Notwithstanding the foregoing, the Developer agrees that it, or anyone claiming title from it or under its authority, shall not apply for any building permits for Lots or Blocks within the Plan until the requirements hereinafter set out have been carried out to the satisfaction of the Township. It is agreed that a copy of this Section 8.9 shall be delivered by the Developer to each and every purchaser of land within the Plan and to each and every builder obtaining a building permit for any Lot or Block or part of a Lot or Block within the Plan and the Developer shall extract a covenant similar to this covenant from all such purchasers and builders. The Township shall have the right to refuse any such application until:

8.9.1          Preliminary Acceptance has been granted for Stage 1 and Stage 2 servicing for that phase of the Subdivision, and the lands and easements in Schedule “H” have been conveyed and granted to the Township;

8.9.2          the Developer has provided satisfactory documentation to the Township Engineer that Stage 3 of the Subdivision servicing will be completed within six (6) weeks of the date of the issuance of the building permit;

- 8.9.3 the Developer has provided sufficient documentation to the Township Engineer confirming that the remaining underground services, telephone, cable tv, and gas are being scheduled for installation;
- 8.9.4 approval of the Township has been obtained for the construction of any buildings to be erected on Lots or Blocks that may be listed in Schedule “F” hereto;
- 8.9.5 the signs denoting “Unassumed Roads” have been installed at the entrances to the Subdivision;
- 8.9.6 all dead trees within the limit of the Plan have been removed;
- 8.9.7 all street identification signs and traffic signs required by this Agreement have been installed and are in place; and
- 8.9.8.1 payment to the Township by cash or letter of credit in the amount of \$2,500.00 the Works Damage/Lot Grading Compliance Deposit (herein “Damage/Lot Grading Deposit”) provided for in Schedule “M” of which the sum of \$100.00 is non-refundable.
- 8.9.8.2 The balance of the Damage/Lot Grading Deposit shall be refundable in whole or in part after the building has been constructed and occupied, all required CCTV inspections have been completed and submitted with functionality results satisfactory to and approved by the Township, an Owner’s Final Grading Certificate has been filed with and accepted by the Township Chief Building Official and the required service connections have been made and all damages to the Works which form the subject matter of this Agreement resulting from house building and/or landscaping activities on the subject Lot or Block have been repaired to the satisfaction of the Township Chief Building Official and Township Director of Operations.
- 8.9.8.3 With respect to lot grading rectification and return of the Damage/Lot Grading Deposit, see also Section 6.7.6 of this Agreement.
- 8.9.8.4 With respect to repair of damage to the Works, in the event that the Owner fails to repair the damage to the Works when so instructed by the Township Chief Building Official or Township Director of Operations, the Township may, at its option, undertake the repair of such damage and all costs over and above the \$2,500.00 deposit shall be charged back to the Owner and shall include a management fee of fifteen percent (15%) of the cost of labour and material, shall be a charge against the Lot or Block for which repairs were carried out, and shall be payable forthwith;
- 8.9.9.1 payment to the Township by cash or letter of credit in the amount of \$2,000.00 the Trees/Driveway Ramp Deposit provided for in Schedule “M” of which the sum of \$100.00 is non-refundable.
- 8.9.9.2 The balance of the Trees/Driveway Ramp Deposit shall be refundable in whole or in part after any required trees have been planted on the public highway and the required driveway entrance ramp leading to the Lot has been completed, and in the event that the Owner fails to provide and complete the trees and the driveway ramp when so instructed by the Township Chief Building Official or Township

Director of Operations, the Township may, at its option, undertake the provision of the trees and driveway ramp and all costs over and above the \$2,000.00 deposit shall be charged back to the Owner and shall include a management fee of fifteen percent (15%) of the cost of labour and material, shall be a charge against the lot, and shall be payable forthwith;

- 8.9.10 payment to the Township by cash in the amount of the current applicable Development Charge(s) per Lot or Block in the Plan under the Development Charges By-law of the Township; and
- 8.9.11 a Certified Building Lot Site Plan has been filed with the Chief Building Official of the Township pursuant to Section 6.6.

8.10        Requirements for Occupancy

Subject to Section 8.11 herein, no building erected on the Lots or Blocks within the Plan shall be occupied until a Certificate of Inspection re: Readiness for Occupancy has been issued by the Township Chief Building Official and the said Certificate shall not be issued until:

- 8.10.1 preliminary Acceptance has been granted for Stage 3 servicing for the phase of the Subdivision including the Lot or Block;
- 8.10.2 the roadway from the entrance of the Subdivision to and including the Lot or Block of which the building is a part, has received the base course asphalt;
- 8.10.3 the electrical distribution plant including street lights have been installed and approved by Wellington North Power Inc. and any other applicable utility company;
- 8.10.4 the traffic and street signs have been installed and approved by the Township Engineer;
- 8.10.5 a certificate issued by an OLS has been given by the Township Chief Building Official that the building location is in compliance with the Zoning By-law of the Township;
- 8.10.6 subject to Section 6.7.4, Section 6.7 has been complied with (and the Township has been reimbursed for the charges described in Section 6.7.3) and the final grading of the Lot or Block is in conformity with the overall grading plan or such variances therefrom as have been approved by the Township Chief Building Official pursuant to Section 6.7.5;
- 8.10.7 the telephone lines and gas mains have been installed and certified by the Developer’s Engineer; and
- 8.10.8 the Developer agrees that the preceding requirements in this Section 8.10 are in addition to and not in substitution of the requirements of the Ontario Building Code Act as amended and regulations thereunder with respect to certificates for occupancy.

8.11        Special Building Permits / Model Homes

Pursuant to Section 8.9 building permits are not obtainable until certain services are installed and approved by the Township Engineer. The Township agrees that if the Developer or a builder wishes to obtain a building permit prior to the installation of services, as set out in Section 8.9, a permit may be issued provided the Developer or builder has otherwise complied with this Section and has executed a No-Occupancy Agreement (Schedule “I”) and the Township may require a deposit or Letter of Credit as a guarantee of no-occupancy. The Developer agrees that if occupancy is allowed by the Developer prior to completion of all the requirements as set out in Section 8.10, the deposit is immediately forfeited to the Township and the Township may consider this Agreement broken and immediately call any securities held under this Agreement. The Township may also require that the Developer or builder enter into an agreement with the Township to stipulate and define location and timing conditions for the construction of any model home or homes satisfactory to the Township.

- 8.12

Right to Enter into an Agreement
- 8.12.1

The Developer agrees not to call into question directly or indirectly in any proceedings whatsoever in law or in equity or before any administrative tribunal, the right to the Township to enter into this Agreement and to enforce each and every term, covenant and condition herein contained and this Agreement may be pleaded as an estoppel against the Developer in any such proceedings.
- 8.12.2

The Developer acknowledges that the Township is entering into this Agreement and approving the Plan on the express representation of the Developer that it and its successors and assigns shall observe and perform all the provisions of this Agreement and that the Township is of the opinion that the Plan would not be in the public interest if the Developer, its successors and assigns, the owner or owners from time to time of the land within the Plan were not obligated to observe and perform all the provisions hereof except to the extent the Township may lawfully change them.
- 8.13

Successors and Assigns
- The covenants, agreement, conditions and undertakings herein contained on the part of the Developer shall run with the land and shall be binding upon it and upon its successors and assigns as owners and occupiers of the said lands from time to time.
- 8.14

Notification of Charges
- 8.14.1

The Developer shall in every Agreement of Purchase and Sale or Offer to Purchase pertaining to any Lot or Block within the Plan notify each purchaser of all of the payments to be made by the purchaser to the Township pursuant to this

Agreement and all of the provisions of this Agreement which shall continue in force after the completion of the sale.

8.14.2 The Developer shall in every Agreement of Purchase and Sale or Offer to Purchase pertaining to any Lot or Block within the Plan notify each purchaser that all persons who make first purchases of land within the plan of subdivision after final approval of the subdivision plan are informed, when the land is transferred, of all the development charges related to this plan of subdivision.

8.15 Scheduling, Progress and Completion

The Developer shall commence construction of services within eighteen (18) months of the signing of this Agreement or the registration of the Plan whichever is earlier. Within eighteen (18) months of the date of commencement of the servicing of any phase, the Developer shall complete the installation of the Stage 1, Stage 2 and Stage 3 services. Failure to adhere to the above schedule may result in the Township completing the Works in accordance with Section 3.7 of this Agreement. If the development is phased, the date for commencement of construction on the balance of the phases may be delayed for up to five (5) years. Failure to commence construction within the time schedule above may result in the Township declaring this Agreement to be null and void, and the Township may deem the Lands not to be a Plan of Subdivision.

8.16 No Township Liability

8.16.1 This Agreement and the provisions herein do not give the Developer or any person acquiring any interest in the land within the Plan (each hereinafter in this clause called “such person”), any rights against the Township or the Township Engineer with respect to the failure of any such person to perform any obligations under this Agreement or the failure of the Township to force such person to perform any obligations under this Agreement or any negligence of any such person in the performance of the said obligations.

8.16.2 The only duty and responsibility of the Township Engineer arising out of this Agreement is to the Township and this Agreement. Any work or services done or performed by the Township Engineer under this Agreement do not in any way create any liability on the part of the Township Engineer to the Developer or any person acquiring any interest in the land within the Plan.

8.17 Conflict

In the event of any conflict between or among the plans and specifications relating to the construction of the Works, the Township Engineer shall decide which provisions shall prevail.

8.18 Amendment



Without in any way limiting the rights of the Township, the Developer agrees that the Township may, with the consent of the then registered owner of any land within the Plan, amend this Agreement insofar as it specifically affects such land or any part thereof.

8.19            First Registration – Land Titles Act

The Plan shall not be registered before the title of the Developer to the land within the Plan has been registered pursuant to the provisions for First Registration under the Land Titles Act, R.S.O. 1990, c.L.5, and the appropriate evidence thereof has been registered.

8.20            Township Street Entrance Policy

The municipal streets which provide access to the Land within the Plan and that part of the Land within the Plan which will be assumed as municipal streets under this Agreement are hereby exempt from the Township street entrance policy.

**SECTION 9 – FINANCIAL PROVISIONS**

9.1            Development Charges, Drainage and Local Improvement Charges

9.1.1           Development Charges shall be paid in accordance with the current Development Charges By-law of the Township and this subsection. The Developer acknowledges and confirms that all charges, payments, works to be constructed or installed, studies to be carried out and all other obligations contained in this Agreement or the cost thereof (except where a charge is referred to herein as a “development charge”) are characterized as:

9.1.1.1        local services installed or provided at the expense of the Developer related to or within the Plan of Subdivision as a condition of approval under Section 51 of the Planning Act;

9.1.1.2        connections to water and sewer facilities installed at the expense of the Developer; and

9.1.1.3        services denoted on approved drawings/documents or specifically noted in this Agreement for which the Developer is making no claim for credits from the Development Charges By-law,  
and are not charges related to development within the meaning of the Development Charges Act, 1997 as amended.

9.1.2           The Developer covenants and agrees as follows:

9.1.2.1        ***Early DC Payment.*** If provided for in the current Development Charges By-law pursuant to Section 26 of the Development Charges Act, 1997, as amended, and only if required by the Township, to pay upon execution of this Agreement development charges for what are commonly known as “hard services” related to water supply, waste water, storm water drainage and control, highway and electrical power services as applicable.

- 9.1.2.2

***Regular DC Payment.*** The Developer further covenants and agrees to pay all other Development Charges under the applicable Development Charges By-law of the Township, or under any other Development Charges By-law, if not paid earlier, at the time of Building Permit issuance in an amount to be calculated at the full rate applicable at the time of individual Building Permit issuance.

The Developer hereby releases and forever discharges the Township from any and all claims for credits against Development Charges payable hereunder or payable at the issuance of a Building Permit or permits for construction within the Plan of Subdivision and the Developer hereby waives all such claims for credits except for the credits that may be specified in any schedule forms part of this Agreement. Any such credits so specified in any schedule forming part of this Agreement. Any such credits so specified herein and the calculation thereof shall be deemed to be conclusive and binding on the Developer.
- 9.1.3

The Developer agrees to pay for all arrears of taxes outstanding against the property herein described before the approval of the said Plan is obtained. The Developer further undertakes and agrees to pay all taxes levied on the said lands on the basis and in accordance with assessment and collector’s roll entries until such time as the lands herein being subdivided have been assessed and entered on the Collector’s Roll according to the Registered Plan.
- 9.1.4

Before the Plan is approved the Developer agrees to commute and pay all charges made with respect to the Drainage Act, R.S.O. 1990, c.D.17, and the Municipal Act, 2001, S.O. 2001, c.25 including but not limited to charges or rates outstanding in respect of the Lands under any sewer rate and/or water rate by-law which are assessed against the Lands on the Plan. Before the Plan is approved the Developer agrees to compute and pay the Township’s share of any charges made under the said Drainage Act, and the said Municipal Act, 2001 for facilities presently servicing the Lands and assessed against it.
- 9.2

Securities

Prior to registering this Agreement, the Developer shall deposit with the Township to cover the faithful performance of the contract for the installation of the said services and the payment of all obligations and contingencies arising thereunder the following securities (subject to Sections 8.3.1 and 8.3.2 regarding phasing if applicable):
- 9.2.1

cash in the amount of one hundred percent (100%) of the estimated cost of the said Works set out in Schedule “E” and as approved by the Township Engineer or the Township’s Chief Administrative Officer; or
- 9.2.2

An irrevocable Letter of Credit from a chartered bank, issued in form and content satisfactory to the Township’s Chief Administrative Officer, in the amount of one hundred percent (100%) of the estimated cost of the Works as set out in Schedule “E” and as approved by the Township Engineer or the Township’s Chief Administrative Officer; or

9.2.3 A first Charge/Mortgage, in form and content satisfactory to the Township’s Chief Administrative Officer, with the principal amount of one hundred percent (100%) of the estimated cost of the Works as set out in Schedule “E” and as approved by the Township Engineer or the Township’s Chief Administrative Officer, registered on title to the following property:

PIN: 37290-0052 (LT)

Legal Description: PT LT 2 CON 15 EGREMONT AS IN R527812;  
SOUTHGATE

Municipal Address: 183250 Grey Road 9  
RR 2  
Holstein, ON, N0G 2A0

The first Charge/Mortgage shall remain registered on title to the Property until the Township notifies the Developer in writing by registered mail that it elects to allow the first Charge/Mortgage to be discharged from title.

Upon receipt by the Developer of such notice, the Developer shall provide the Township with an In Preparation Discharge of the first Charge/Mortgage, in form and content satisfactory to the Township’s Chief Administrative Officer, with an Acknowledgement and Direction addressed to the Developer’s solicitor to register the Discharge on title to the Property.

Upon receipt of the In Preparation Discharge, if in form and content satisfactory to the Township’s Chief Administrative Officer, the Acknowledgement and Direction shall be executed and returned to the Developer’s solicitor for registration.

9.2.4 Prior to depositing the securities, the Developer’s Engineer shall submit an estimate of the cost of the Works to the Township Engineer for approval. When the cost estimate has been approved it will be set out in Schedule “E” of this Agreement and will become the basis for the limits of these securities. In the event that the construction of the Works is to be done in phases pursuant to Section 8.3.1, then this subsection and Schedule “E” will apply to the first phase, and with respect to any subsequent phase Sections 8.3.4 and 8.3.5 shall apply and before commencing construction of any of the Works for any subsequent phase the Developer’s Engineer shall submit an estimate of the cost of the Works for such phase to the Township Engineer for approval and when the cost estimate has been approved it will become the basis for the amount of the security required for each phase.

9.2.5 All Letters of Credit shall be for a minimum guaranteed period of one (1) year or such longer time as the Township may decide. All Letters of Credit referred to in this Section 9.2 shall contain the following clause:

“It is a condition of the Letter of Credit that it shall be deemed to be automatically extended without amendment from year to year from the present or any future expiration date hereof, unless at least thirty (30) days prior to the present or any future expiration date, we notify you in writing by registered mail that we elect not to consider this Letter of Credit to be renewable for any additional period.”

9.2.6 Unless each and every Letter of Credit is renewed as noted above, no application for a building permit shall be made and the Township shall have the absolute right to prohibit occupancy of homes, whether partially or fully completed, from the said date thirty (30) days prior to the expiration of that Letter of Credit.

9.3        Reduction of Securities

9.3.1 An application for the reduction of security on deposit with the Township pursuant to Section 9.2 herein may be made no earlier than thirty (30) days after the commencement of construction of the Works and every thirty (30) clear days thereafter. Security reductions are to occur in conjunction with Preliminary Acceptance of the Stages of construction.

9.3.2 To obtain a reduction in security the Developer shall file with the Township Engineer a written application in accordance with Schedule “K” attached hereto.

9.3.3 The application shall include written confirmation from the Developer’s Engineer:

- describing the Works constructed as at the date of the application and a calculation of the cost thereof;
- confirming that the Works have been installed by the Developer with full time supervision of the Developer’s Engineer and in accordance with the requirements of this Agreement and schedules hereto; and
- describing the Works remaining to be completed as at the date of the application and a calculation of the estimated cost thereof.

9.3.4 The value of the reduction shall be determined by the Township Engineer who shall give a certificate to the Township Clerk and the Developer confirming the amount of the reduction of the security and the amount of the security remaining on deposit with the Township.

9.3.5 Subject to Sections 9.3.6 and 9.3.7 minimum security requirements, the value of the reduction shall be based upon a retained security requirement equal to the value of the Works remaining to be completed by the Developer plus twenty percent (20%) of the value of the Works completed to the date of the application.

9.3.6 Subject to any outstanding deficiencies or contingencies, and subject to Section 9.3.7, the Township throughout the maintenance period for each of the 4 stages shall hold as security the greater of ten percent (10%) of the estimate of the cost of the Works as set out in Schedule “E” for the applicable stage or thirty thousand dollars (\$30,000.00).

- 9.3.7 Upon receipt by the Township of a deposit or deposits for any Lot on the Plan as provided for in paragraph 1 on Schedule “M”, the Township shall reduce the security or the balance of it by an amount equal to the portion of the deposit or deposits included in the security at the time of the next reduction under Section 9.3.1. With respect to security reductions for a deposit or deposits for any Lot during any of the maintenance periods, the Developer shall be entitled from time to time to a security reduction equal to the deposits accumulated for no less than five (5) Lots provided that at least thirty (30) days have passed since the last reduction and the reduction will not reduce the security for any of the 4 stages for which a Certificate of Final Approval has not been issued below the minimum amount of thirty thousand dollars (\$30,000.00).

9.4 Statutory Declaration of Accounts Paid

The Developer agrees that upon applying for a discharge of securities or for a Certificate of Preliminary Acceptance for the services within the Subdivision, he shall supply the Township with a Statutory Declaration that all accounts for work and materials for said services have been paid except normal guarantee holdbacks and that there are no claims for liens or otherwise in connection with such work done or materials supplied for or on behalf of the Developer in connection with the Subdivision.

9.5 Construction Act, R.S.O. 1990, c.C.30

- 9.5.1 The Developer agrees that it will hold back in its payments to any contractor who may construct the services, such sums as are provided in accordance with the *Construction Act*, R.S.O. 1990, c.C.30, and will otherwise indemnify and save harmless the Township against any claims, actions or demands for construction liens or otherwise in connection with the Works and all costs in connection therewith, and on the demand of the Township Solicitor will forthwith take such steps to immediately discharge all liens upon the services.

- 9.5.2 Notwithstanding anything to the contrary contained in this Agreement, the Developer hereby agrees that the filing of any liens pursuant to the said Construction Lien Act, with respect to the Lands, shall constitute a default by the Developer of the terms of this Agreement and shall entitle the Township to draw on any or all of the security referred to in Section 9.2 of this Agreement and to utilize said draw to make payment into Court of the holdback together with costs.

9.6 Partial Release

- 9.6.1 Upon receipt of confirmation from the Township Engineer and upon being satisfied that the obligations of the Developer under this Agreement have been performed, with the exception of the lot grading requirements included in Section 6, the Clerk shall execute a partial release of this Agreement, in the form attached hereto as Schedule “K”, and the delivery and registration of such partial release

shall constitute a full and final release of the obligations of the Developer under this Agreement, with the exception of lot grading requirements included in Section 6, with respect to the lot or lots named therein.

9.6.2 Notwithstanding the foregoing, the Clerk shall not be required to execute a partial release until the various services have been completed in accordance with the terms of this Agreement and the plans and specifications provided for herein.

**SECTION 10 – SPECIAL PROVISIONS AND EXCEPTIONS**

10.1 The Developer and the Township agree that the provisions set forth in the attached Schedule “M” form an integral part of this Agreement, and further that variations and exceptions from the standard provisions of this Agreement, if any, are set out in Schedule “M”.

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**SECTION 11 – SIGNATURES**

THIS AGREEMENT shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

SIGNED SEALED AND DELIVERED This \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

H. BYE CONSTRUCTION LIMITED

\_\_\_\_\_  
Randy Bye  
Title: President  
I have authority to bind the Corporation.

THE CORPORATION OF THE TOWNSHIP OF  
WELLINGTON NORTH

\_\_\_\_\_  
Andrew Lennox, Mayor

\_\_\_\_\_  
Karren Wallace, Clerk  
We have authority to bind the Corporation.

DEVELOPER’S MAILING ADDRESS: \_\_\_\_\_  
DEVELOPER’S PHONE NUMBER: \_\_\_\_\_  
DEVELOPER’S EMAIL ADDRESS: \_\_\_\_\_

**SCHEDULE “A” OF THE SUBDIVISION AGREEMENT**

**DESCRIPTION OF LANDS BEING SUBDIVIDED**

In the Township of Wellington North (formerly Town of Mount Forest), County of Wellington, Province of Ontario, being composed of PT PK LT 4 S/S BIRMINGHAM ST PL TOWN OF MOUNT FOREST PT 1, 61R20580; SUBJECT TO AN EASEMENT IN FAVOUR OF PT PK LT 4 S/S BIRMINGHAM ST PL TOWN OF MOUNT FOREST, PT 1, 61R11573 AS IN WC319505; SUBJECT TO AN EASEMENT IN FAVOUR OF PT PK LT 4 S/S BIRMINGHAM ST PL TOWN OF MOUNT FOREST, PT 3, 61R11573 AS IN WC319506; TOWNSHIP OF WELLINGTON NORTH

Property Identifier Number (PIN): 71060-00090 (LT)



**SCHEDULE “B” OF THE SUBDIVISION AGREEMENT**

**IDENTIFICATION OF DRAFT PLAN**

County of Wellington File No. 23T-15002, as last revised and prepared by Hewett and Milne Limited, OLS (file# 14-31DP), boundary certified by Neil C. Milne O.L.S. on November 29, 2018 showing Street Townhouse Blocks 1 -8, 30 units (1.231 ha); Storm Water Management Block 9 (0.123 ha); 1 foot Reserve Block 10 (0.0002 ha); Road (0.457 ha) on 1.811 hectares of land.

**SCHEDULE “C” OF THE SUBDIVISION AGREEMENT**

**Township of Wellington North Municipal Servicing Standards**

All Works within the Plan shall be installed by the Developer as provided in the Agreement, including Schedules, to which this Schedule is attached and in compliance with the current municipal Servicing Standards of the Township of Wellington North.

**SCHEDULE “D” OF THE SUBDIVISION AGREEMENT**

**WORKS TO BE CONSTRUCTED**

The Works to be constructed as detailed in the drawings and documents list below:

<b>DOC. NO.</b>	<b>DOCUMENT NAME</b>	<b>LAST REVISION DATE</b>	<b>PREPARED BY</b>
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**CIVIL**

C101	General Servicing Plan	July 18, 2019	R.J. Burnside & Associates Limited
C201	Grading Plan	July 18, 2019	R.J. Burnside & Associates Limited
C301	Stormwater Management Plan	July 18, 2019	R.J. Burnside & Associates Limited
C401	Plan & Profile – Broomer Street, 0+050 to 0+205	July 18, 2019	R.J. Burnside & Associates Limited
C402	Plan & Profile – Broomer Street, 0+100 to 0+050	July 18, 2019	R.J. Burnside & Associates Limited
C403	Plan & Profile – Storm Channel, 0+000 to 0+083	July 18, 2019	R.J. Burnside & Associates Limited
C801	Setbacks Plan	July 18, 2019	R.J. Burnside & Associates Limited
C1001	Standard Notes & Details – 1	July 18, 2019	R.J. Burnside & Associates Limited
C1002	Standard Notes & Details – 2	July 18, 2019	R.J. Burnside & Associates Limited
C1003	Standard Notes & Details – 3	July 18, 2019	R.J. Burnside & Associates Limited
C1004	Standard Notes & Details – 4	July 18, 2019	R.J. Burnside & Associates Limited
1101	Sediment and Erosion Control Plan	July 18, 2019	R.J. Burnside & Associates Limited
1102	ESC Standard Details	July 18, 2019	R.J. Burnside & Associates Limited

**ELECTRICAL**

ES1	Subdivision Hydro Services	Aug. 30, 2018	Dewar Services
ED1	Subdivision Hydro Services	Aug. 30, 2018	Dewar Services
EP1	Street Lighting Photometric Analysis	Aug. 30, 2018	Dewar Services
US1	Subdivision Composite Utility Plan	Jan. 14, 2019	Dewar Services
US2	Composite Utility Plan Details	Jan. 14, 2019	Dewar Services

**LIST OF REPORTS & ATTACHMENTS**

Stormwater Management Report, London Road Development – Phase 2	May 10, 2019	R.J. Burnside & Associates Limited
Operations and Maintenance Manual, London Road Development	July 18, 2019	R.J. Burnside & Associates Limited

**LIST OF LETTERS & APPROVALS**

Environmental Compliance Approval	Aug. 22, 2017	Ontario Ministry of the Environment and Climate Change
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**SCHEDULE “E” OF THE SUBDIVISION AGREEMENT**

**ITEMIZED ESTIMATE OF COSTS OF CONSTRUCTION**

**OF EACH PART OF THE WORKS**

**Cost estimate is dated June 5, 2018 prepared by Burnside & Associates, as modified by Triton July 6, 2018 (Utility & Street Lighting, CCTV added). Combined total estimated cost of \$1,015,000.00**

**SCHEDULE “F” OF THE SUBDIVISION AGREEMENT**

**LIST OF LOTS UNSUITABLE FOR BUILDING PURPOSES – SECTION 6.3**

None.

**SCHEDULE “G” OF THE SUBDIVISION AGREEMENT**

**OWNER’S FINAL GRADING CERTIFICATE**

The undersigned hereby certifies to The Corporation of the Township of Wellington North (the “Township”) that the foundations of the buildings and structures and any openings in any such foundation walls constructed on the following property:

STREET NO.	STREET
MUNICIPALITY	
LOT/BLOCK	REGISTERED PLAN NO.

have been constructed, at or above the elevations illustrated on the overall Certified Building Lot Site Plan (as approved by or on behalf of the Township) referred to in the Subdivision Agreement registered against the title to the above property as shown on the as-built grading survey attached.

The undersigned further certifies to the Township that:

1. the final grading of the above referred to property has been completed in substantial compliance with the Certified Building Lot Site Plan referred to in the Subdivision Agreement;
2. the grade elevation of all lot boundaries and corners including the front lot corners of the property are in substantial compliance with the Certified Building Lot Site Plan; and
3. the above lot has been graded to provide positive drainage in front, rear and side yard and that there is no area of the property which is subject to ponding of water.

This certificate is given and delivered to the Township in full knowledge that the Township relies on this certification in providing a release of the applicable Subdivision Agreement affecting this property.

DATED at \_\_\_\_\_, Ontario this \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_.

Signature of Professional Engineer or OLS

Name and address of Professional Engineer or OLS

***NOTE: Copies of this Owner’s Final Grading Certificate can be viewed at the Offices of The Corporation of the Township of Wellington North, 7490 Sideroad 7 West, Kenilworth, Ontario.***

**SCHEDULE “H” OF THE SUBDIVISION AGREEMENT**

**LANDS FOR MUNICIPAL PURPOSES TO BE CONVEYED TO THE TOWNSHIP**

- 1. Street - Broomer Crescent
- 2. Block 10 – 0.3 meter reserve at the cul-de-sac terminus of Broomer Crescent
- 3. Block 9 - storm water management area

**LIST OF EASEMENTS TO BE GRANTED TO THE TOWNSHIP**

- 1. Drainage easements as follows:
  - a. 3 meters wide along the rear of Block 1;
  - b. 6 meters wide along the rear of Block 2;
  - c. 6 meters wide between Blocks 3 and 4 (3 meters on each block) extended at a right angle 7.5 meters wide over Block 3 extending to Block 9;
  - d. 5 meters wide along the rear of Block 4;
  - e. 5 meters wide along the rear and 3 meters along the south easterly side of Block 5;
  - f. 3 meters wide along the rear and 3 meters along the south easterly side of Block 6;
  - g. 3 meters wide along the north easterly side of Block 7; and,
  - h. 3 meters wide along the rear of Block 8

as detailed on the Draft Plan of Subdivision described in Schedule B.

**SCHEDULE “T” OF THE SUBDIVISION AGREEMENT**

**NO OCCUPANCY AGREEMENT (Special Building Permit/Model Homes Section 8.11)**

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of other good and valuable consideration and the sum of one dollar (\$1.00) of lawful money of Canada, the parties hereto mutually covenant and agree as follows:

1. In consideration of The Corporation of the Township of Wellington North issuing a building permit to the owner for \_\_\_\_\_, the Owner covenants and agrees that it will not apply for an occupancy permit until the following services have been installed to the satisfaction of the Township: \_\_\_\_\_.

2. The Township hereby acknowledges that it has a cash deposit from the Developer in the sum of \$ \_\_\_\_\_ who will use its best efforts to ensure that the above referred to services are completed by \_\_\_\_\_.

THIS AGREEMENT shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

SIGNED, SEALED AND DELIVERED

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

H. BYE CONSTRUCTION LIMITED

\_\_\_\_\_  
PER: Randy Bye, President

THE CORPORATION OF THE TOWNSHIP OF  
WELLINGTON NORTH

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk  
We have authority to bind the Corporation



**SCHEDULE “J” OF THE SUBDIVISION AGREEMENT**

**APPLICATION FOR REDUCTION OF SECURITY**

(Section 9.3)

TO: (Name of Township Engineer), Engineer, Township of Wellington North  
DEVELOPER: (Name of Developer)  
AGREEMENT: (Date of Subdivision Agreement)  
PROPERTY: (Legal Description of Property)  
APPLICATON NO.: (Specify number of application)

The undersigned, (Name of Developer’s Engineer) being the Developer’s Engineer, hereby confirms that the Works constructed as at the date of this Application have been installed by the Developer under the full time supervision of the Developer’s Engineer and in accordance with the requirements of the Subdivision Agreement between the Developer and the Township.

The Works installed to the date hereof and the calculation of the cost thereof are detailed in the schedule attached hereto.

Further, the undersigned Developer’s Engineer hereby confirms that the Works remaining to be constructed as at the date of this Application and the calculation of the estimated cost thereof are also detailed in the schedule attached hereto.

This Application is given and delivered to the Township Engineer with full knowledge that the Township Engineer and the Township will rely upon the information contained herein in granting a reduction of the security held by the Township pursuant to Section 9.2 of the said Subdivision Agreement affecting the above property.

DATED at \_\_\_\_\_, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ .

\_\_\_\_\_  
(Signature of Developer’s Engineer)  
(Name of Developer’s Engineer)

**SCHEDULE “K” OF THE SUBDIVISION AGEEMENT**

FORM OF PARTIAL RELEASE:

PARTIAL RELEASE

IN FAVOUR OF

\_\_\_\_\_ Herein called the “Owner”

WHEREAS the Owner entered into certain obligations in favour of The Corporation of the Township of Wellington North under an Agreement registered against the lands hereinafter described as Instrument No. \_\_\_\_\_.

AND WHEREAS the Owner has satisfied and fulfilled all of those obligations.

NOW THEREFORE The Corporation of the Township of Wellington North releases the Owner from the obligations contained in the said Agreement, with the exception of the lot grading provisions in Section 6.11 and certifies that all other provisions of the Agreement are no longer binding with respect to the said lands. The lands released hereby, subject to Section 6.11, are:

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Township of Wellington North (\_\_\_\_\_), County of Wellington and being composed of Lot \_\_\_\_\_, Registered Plan \_\_\_\_\_.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_.

\_\_\_\_\_  
Clerk

**SCHEDULE “L” OF THE SUBDIVISION AGREEMENT**

**CONDITIONS OF DRAFT APPROVAL**

The Conditions of Approval for Draft Plan of Subdivision 23T-15002 contained in the Decision of The Corporation of the County of Wellington for File No. 23T-15002 dated the 4<sup>th</sup> day of December, 2018 which is on file at the offices of The Corporation of the County of **Wellington, County of Wellington Administration Centre, 74 Woolwich Street, Guelph, Ontario N1H 3T9** and at the offices of The Corporation of the Township of Wellington North, 7490 Sideroad 7 West, P.O. Box 125, Kenilworth, Ontario N0G 2E0.

**SCHEDULE “M” OF THE SUBDIVISION AGREEMENT**

**H. Bye Construction-London Road Development, Mount Forest, Ontario**

**SPECIAL PROVISIONS AND EXCEPTIONS (SECTION 10)**

In the event that there is any conflict between the provisions of this Schedule and the main agreement of which it forms a part or any other schedule thereto, the most onerous requirement of the Developer for the protection and enhancement of the public interest shall prevail unless the provision herein is expressly identified as an exception.

The following special provisions apply to this Agreement:

1. Building Deposit Requirements (See also Section 8.9). The Developer or lot Owner or their authorized contractor or agent shall at the time of applying for a building permit for each lot or block on the Plan deposit with the Township a Works Damage/Lot Grading Compliance Deposit in the amount of \$2,500.00, and a Trees/Driveway Ramp Deposit in the amount of \$2,000.00 with the Township, which deposits are intended to ensure that:
  - (a) any damages caused to municipal services or facilities adjacent to the construction site during construction of the residence are suitably repaired in accordance with the Township's current Municipal Servicing Standards and have been inspected and approved in writing by the Township's Engineer and that all construction debris is properly disposed of;
  - (b) that the parcel for which the permit is requested is graded as required by this Agreement, and that the Owner's Final Grading Certificate is provided and the Township has been reimbursed for the Township Engineer's charges for the said Certificate; and,
  - (c) that any required tree(s) in the street at the front of the lot and in the event of a corner lot at the side of the lot has/have been planted and driveway cuts and driveway ramps have been completed as required by this Agreement.
2. Lot Entrances. The Developer covenants that no driveway cuts or driveway ramps shall be installed, constructed or made until a building permit is issued for the lot to be served by such driveway ramp, and all driveway ramps shall be constructed in accordance with the Township's current Municipal Servicing Standards and this Agreement at the expense of the Developer or the lot owner as applicable.
3. That a detailed geotechnical investigation be prepared to the satisfaction of the Township of Wellington North's Engineer.
4. That the fencing of the storm water management area Block 9 is to the satisfaction of the Township of Wellington North
5.
  - (a) A detailed 'Storm Water Management Report' in accordance with the prevailing Ministry of the Environment, Conservation and Parks planning and design guidelines and other related technical criteria as determined by the Saugeen Valley Conservation Area. The Report shall detail the methods that will be used to control surface water flow within the development lands and abutting properties during and following construction. The Report shall also detail the methods that will reduce any negative impacts to water quality.

In the event that the "Stormwater Management Report" recommends the establishment of any stormwater works, detention or retention facilities, the subdivision agreement between the Owner and the Township shall

contain a provision whereby the Township of Wellington North will assume ownership, operation and maintenance responsibility of same in perpetuity.

- (b) A detailed 'Lot Grading Plan' prepared in accordance with the prevailing Ministry of the Environment, Conservation and Parks planning and design guidelines and other related technical criteria as determined by the Saugeen Valley Conservation Area.
  - (c) An 'Erosion and Sedimentation Control Plan' indicating the means whereby erosion will be minimized and sediment contained on-site and from abutting properties throughout all phases of grading and construction and shall include a maintenance plan and provision for timely revegetation of the site. The Plan shall also detail the methods that will reduce any negative impacts to water quality.
6. That the Developer shall insert in all agreements of purchase and sale or lease for each dwelling in the subdivision – “The lands adjacent to the subdivision are being utilized for normal agricultural operations that may result in noise, dust, odour and other potential nuisances associated with agricultural uses. These normal farm practices may occasionally affect the living environment of residents in close proximity to agricultural operations.”
  7. That the Developer erect a subdivision sign on the property containing the following information, to the satisfaction of the Township of Wellington North:
    - (a) Identifying all proposed uses within the draft approved plan of subdivision;
    - (b) Identifying off street parking restrictions to be imposed by the Township upon final acceptance of the subdivision;
    - (c) Illustrating the location of proposed sidewalks, public walkways, trains, fences and community mailbox locations;
    - (d) Existing zoning/uses of adjacent properties.
  8. That the Owner shall grant the telecommunication provider any easements that may be required for telecommunication services. Easements may be required subject to final servicing decisions. In the event of any conflict with existing telecommunication facilities or easements, the owner/developer shall be responsible for the relocation of such facilities or easements. Note cabling easement may be required.
  9. That the owner shall submit a report prepared by a Professional Engineer to the satisfaction of the Chief Building Official certifying all structural fill placed below proposed building locations. This report shall include the following information: lot number, depth of fill, top elevation of fill and the area approved for building construction from the street line.
  10. That where a basement or crawlspace is proposed the owner shall submit a report prepared by a Professional Engineer to the satisfaction of the Chief Building Official providing an opinion on the presence of soil gasses (radon and methane) in the plan of subdivision in accordance with applicable provisions contained in the Ontario Building Code.



*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 Ian Turner



Ian Turner, a man who contributed so much to his community was highly worthy of the *Senate 150 Award* he received in 2017 for community leadership and volunteerism. The focus of this cultural moment is his involvement in the Arthur and Area Historical Society. Ian was, for all the years the Society has existed, at the heart of its success as a showcase for local, Canadian, and broader history.

Central to Ian's work with Historical was supporting the local history murals, giving walking tours to visitors, and giving his own time and recruiting student volunteers to the local Trails system initiated by the Society.

Among his many contributions, were his interest in and skillful organizing of trips for the Society members and the community. They combined visits to historical or noteworthy places, such as fascinating museums, intriguing small businesses, and unusual shops, with appealing lunch stops, and breaks at the nearest Tim's. His experiences as a History teacher shepherding groups of high school students was invaluable. Ian's talents as a teacher fit in perfectly with the presentations the Society made each year at Caressant Care and the Society Rooms. With other members, he worked his way through the decades of the 20<sup>th</sup> Century on such topics as the "Titanic", a World War II overview, local black history, and a look at education through his teaching years.

Whatever presentation he made, Ian was a master story-teller, whose insightful stories were always sprinkled with humour. His last presentation to Historical was one of his favourite subjects: trips with his students: to New York and Europe, and to Montréal on the day of the Referendum to support the "No" vote. These adventures brought tears of laughter throughout.

It is fitting that Ian gave us some of our happiest moments at the last meeting of the Society before the pandemic descended. His contributions to our history and culture live on.

Submitted by Gail Donald Wellington North Cultural Roundtable

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

**BY-LAW NUMBER 054-20**

**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  
22, 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 22, 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 22ND DAY OF JUNE, 2020.**

\_\_\_\_\_  
**ANDREW LENNOX, MAYOR**

\_\_\_\_\_  
**KARREN WALLACE, CLERK**