

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
AGENDA OF REGULAR COUNCIL MEETING – AUGUST 10, 2020
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/89599045108>

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**PAGE
NUMBER**

CALLING TO ORDER

ADOPTION OF THE AGENDA

Recommendation:

THAT the Agenda for the August 10, 2020 Regular Meeting of Council be accepted and passed.

DISCLOSURE OF PECUNIARY INTEREST

RECESS TO MOVE INTO PUBLIC MEETING

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North recess the Regular Council Meeting of August 10, 2020 for the purpose of holding a Public Meeting under the Planning Act:

- Andrew and Cheryl Baker – Minor Variance
- Edward E. Watt – Zoning Amendment

RESUME REGULAR MEETING OF COUNCIL

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North resume the August 10, 2020 Regular Meeting of Council.

PASSAGE OF BY-LAWS ARISING FROM PUBLIC MEETINGS

- a. By-law Number 066-20 being a by-law to amend By-law 66-01 being a Zoning By-law for the Township of Wellington North (Part Mill Property Mitchell's Survey, RP 61R20240 (Parts 7 – 3), municipally known as 200 – 240 Francis St. E., geographic Town of Arthur – Edward Watt) 001

Recommendation:

THAT By-law Number 0XX-20 being a by-law to amend By-law 66-01 being a Zoning By-law for the Township of Wellington North be read a First, Second and Third time and enacted.(Part Mill Property Mitchell's Survey, RP 61R20240 (Parts 7 – 3), municipally known as 200 – 240 Francis St. E., geographic Town of Arthur – Edward Watt)

ADOPTION OF MINUTES OF COUNCIL AND PUBLIC MEETING

- | | |
|--|-----|
| 1. Regular Meeting of Council, July 27, 2020 | 004 |
| 2. Public Meeting, July 27, 2020 | 009 |

Recommendation:

THAT the minutes of the Regular Meeting of Council and the Public Meeting held on July 27, 2020 be adopted as circulated.

BUSINESS ARISING FROM PREVIOUS MEETINGS OF COUNCIL

ITEMS FOR CONSIDERATION

1. MINUTES

- | | |
|--|-----|
| a. Arthur Chamber of Commerce Directors Meeting, July 21, 2020 | 015 |
|--|-----|

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the minutes of the Arthur Chamber of Commerce Directors Meeting held on July 21, 2020.

2. PLANNING

- | | |
|---|-----|
| a. Report DC2020-017, Consent Application B78-18 1879659 Ontario Ltd. | 018 |
|---|-----|

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report DC2020-017 being a report on Consent Application (Severance) B78-18 known as Part Lot 3, WOSR, Divisions 3 & 4 in the former Township of Arthur.

AND FURTHER THAT the Council of the Township of Wellington North supports consent application B78-18 as presented with the following conditions:

- THAT Payment be made of the fee of \$130.00 (or whatever fee is applicable at the time of clearance under the municipal Fees and Charges By-law) for a letter of clearance;*
- THAT a Parkland dedication fee be paid (\$1,000.00/lot or part lot created, in 2020)*
- THAT the Owner satisfy all the requirements of the local municipality, financial and otherwise for the proper and orderly development of the subject lands, including but not limited to outstanding taxes; and*
- THAT zoning compliance be achieved to the satisfaction of the local municipality.*

AND FURTHER THAT Council authorizes the Development Clerk to file with the Secretary-Treasurer of the Planning and Land Division Committee at the County of Wellington, a letter of clearance of these conditions on completion of same.

- b. Report DC2020-018, Consent Application B46-20 2574574 Ontario Inc. (Brad Wilson) 022

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report DC2020-018 being a report on Consent Application (Severance) B46-20 known as Part of Park Lot 3, South Side of Birmingham St., Plan of the Town of Mount Forest.

AND FURTHER THAT the Council of the Township of Wellington North supports consent application B46-20 as presented with the following conditions:

- *THAT Payment be made of the fee of \$130.00 (or whatever fee is applicable at the time of clearance under the municipal Fees and Charges By-law) for a letter of clearance;*
- *THAT a Parkland dedication fee be paid (\$1,000.00/lot or part lot created, in 2020)*
- *THAT the Owner satisfy all the requirements of the local municipality, financial and otherwise for the proper and orderly development of the subject lands, including but not limited to outstanding taxes; and*
- *THAT the two chicken barns on the retained lands be removed and the site left in a leveled and cleared condition to the satisfaction of the Chief Building Official and the County of Wellington Planning and Development Department.*

AND FURTHER THAT Council authorizes the Development Clerk to file with the Secretary-Treasurer of the Planning and Land Division Committee at the County of Wellington, a letter of clearance of these conditions on completion of same.

- c. Report DC2020-019, Consent Application B47-20 2574574 Ontario Inc. (Brad Wilson) 027

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report DC2020-019 being a report on Consent Application (Severance) B47-20 known as Part of Park Lot 3, South Side of Birmingham St., Plan of the Town of Mount Forest.

AND FURTHER THAT the Council of the Township of Wellington North supports consent application B47-20 as presented with the following conditions:

- *THAT Payment be made of the fee of \$130.00 (or whatever fee is applicable at the time of clearance under the municipal Fees and Charges By-law) for a letter of clearance;*
- *THAT a Parkland dedication fee be paid (\$1,000.00/lot or part lot created, in 2020)*
- *THAT the Owner satisfy all the requirements of the local municipality, financial and otherwise for the proper and orderly development of the subject lands, including but not limited to outstanding taxes; and*
- *THAT the two chicken barns on the retained lands be removed and the site left in a leveled and cleared condition to the satisfaction of the Chief Building Official and the County of Wellington Planning and Development Department;*

AND FURTHER THAT Council authorizes the Development Clerk to file with the Secretary-Treasurer of the Planning and Land Division Committee at the County of Wellington, a letter of clearance of these conditions on completion of same.

- d. Report DC2020-020, Consent Application B48-20 2574574 Ontario Inc. (Brad Wilson) 032

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report DC2020-20 being a report on Consent Application (Severance) B48-20 known as Part of Park Lot 3, South Side of Birmingham St., Plan of the Town of Mount Forest.

AND FURTHER THAT the Council of the Township of Wellington North supports consent application B48-20 as presented with the following conditions:

- THAT Payment be made of the fee of \$130.00 (or whatever fee is applicable at the time of clearance under the municipal Fees and Charges By-law) for a letter of clearance;*
- THAT a Parkland dedication fee be paid (\$1,000.00/lot or part lot created, in 2020)*
- THAT the Owner satisfy all the requirements of the local municipality, financial and otherwise for the proper and orderly development of the subject lands, including but not limited to outstanding taxes; and*
- THAT the two chicken barns on the retained lands be removed and the site left in a leveled and cleared condition to the satisfaction of the Chief Building Official and the County of Wellington Planning and Development Department;*

AND FURTHER THAT Council authorizes the Development Clerk to file with the Secretary-Treasurer of the Planning and Land Division Committee at the County of Wellington, a letter of clearance of these conditions on completion of same.

- e. Report DC2020-021, Consent Application B50-20 Harry Mulder 037

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive DC Report 2020-021 being a report on Consent Application (Severance) B50-20 known as Part Lot 3, Concession 6, in the former Township of West Luther.

AND FURTHER THAT the Council of the Township of Wellington North supports consent application B50-20 as presented with the following conditions:

- THAT Payment be made of the fee of \$130.00 (or whatever fee is applicable at the time of clearance under the municipal Fees and Charges By-law) for a letter of clearance;*
- THAT a Parkland dedication fee be paid (\$1,000.00/lot or part lot created, in 2020);*
- THAT the Owner satisfy all the requirements of the local municipality, financial and otherwise for the proper and orderly development of the subject lands, including but not limited to outstanding taxes;*

- *THAT the owner enter into an agreement apportioning future maintenance costs on West Luther Municipal Drain No. 36 & West Luther Municipal Drain No. 65;*
- *THAT the owner shall provide a \$1,000.00 deposit to cover the cost of the re-apportionment of the above mentioned drain;*
- *THAT the barn and shed noted as “to be demolished” in this application as well as the two silos be demolished and the site left in a cleared and leveled condition to the satisfaction of the Chief Building Official; and*
- *THAT the retained lands be rezoned to restrict the residential development to the satisfaction of the local municipality and the County of Wellington Planning and Development Department.*

AND FURTHER THAT Council authorizes the Development Clerk to file with the Secretary-Treasurer of the Planning and Land Division Committee at the County of Wellington, a letter of clearance of these conditions on completion of same.

- f. Planning Report prepared by Matthieu Daoust, Planner, dated July 29, 2020, regarding 350 Cork St, Mount Forest, Zoning By-law Amendment 042

Correspondence from Chris McGaughey, dated July 29, 2020, regarding concerns with proposed development of 350 Cork St., Mount Forest

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the Planning Report prepared by Matthieu Daoust, Planner, dated July 29, 2020, regarding 350 Cork St, Mount Forest, Zoning By-law Amendment and the correspondence from Chris McGaughey, dated July 29, 2020, regarding concerns with proposed development of 350 Cork St., Mount Forest.

- g. Report DC2020-022, Pre-Servicing Agreement – Eastridge Landing Phase III & IV 52 – 97 Schmidt Drive, Arthur 050

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report DC2020-022 being a report on a Pre-Servicing Agreement for Eastridge Landing Subdivision, Phase III & IV legally known as: WEST LUTHER CON 1 PT LOT 1 CHADWICK AND ANDERSON'S SURVEY PLAN 120 LOTS 118 TO 121 PT LOTS 110 TO 113 122 169 170 PT LORNE AVE AND 16.5 FOOT RESERVE R

AND FURTHER THAT the Council of the Township of Wellington North:

- *Enter into a Pre-Servicing Agreement for a section of Eastview Drive, Schmidt Drive and Walsh Street with 2073022 Ontario Inc. in the form, or substantially the same form, as the draft agreement; and*
- *The Mayor and the Clerk of the Corporation be authorized and directed to sign a By-Law to enter into the Agreement on behalf of the Corporation.*

3. FINANCE

- a. Cheque Distribution Report, August 4, 2020 071

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the Cheque Distribution Report dated August 4, 2020.

- b. Report TR2020-13 being a report on Development and Community Benefits Charge Updates – Bill 197 074

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report TR2020-13 being a report on Development and Community Benefits Charge updates;

AND FURTHER THAT the Council of the Corporation of the Township of Wellington North direct staff to proceed with the engagement of a consultant to complete an updated background study and by-law to capture the changes to the Development Charges Act.

4. ADMINISTRATION

- a. Report CLK 2020-016 Procedure By-law amendment to provide for continued electronic participation in meetings. 079

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report CLK 2020-016 being a report on Procedure By-law amendment to provide for continued electronic participation in meetings;

AND FURTHER THAT Council authorizes the Mayor and Clerk to sign the By-law to amend Procedure By-law 024-19 (as amended) as follows;

Insert under definitions "Remote Meeting" means any meeting held that involves the use of an electronic device.

Amend Section 1.16 to read "Meeting" shall mean any regular, special, remote or other meeting of a council, of a local board or of a committee of either of them, where a quorum of members is present, AND members discuss or otherwise deal with any matter in a way that materially advances the business or decision-making of the council, local board or committee

Add Section 5.3 as follows: "All members participating in a remote open or closed meeting shall be counted as quorum.

Amend Section 5.12 to read "The following remote meeting provisions shall be permitted"

Delete Section 5.12 b) "During such period of a declared emergency, all members participating in an electronic open or closed meeting shall be counted as quorum.

5.13 c) be moved to Section 7.26 "All minutes and by-laws shall be signed by electronic methods if the Clerk deems it necessary."

Amend Section 8.3 to read "All in person meetings of council shall be held in the Council Chambers at the Township Municipal Office, located at 7490 Sideroad 7 West, Kenilworth"

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 August 10, 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 061-20 being a by-law to amend By-law 66-01 being a Zoning By-law for the Township of Wellington North(Part Lot 8, RP 61R20624 (Parts 5 & 6), municipally known as 350 Cork Street, geographic Town of Mount Forest - 350 Cork Inc.) | 082 |
| b. By-law Number 064-20 being a by-law to amend Procedure By-law No. 024-19 for governing the calling, place and proceedings of meetings of Council and its Committees | 086 |
| c. By-law Number 065-20 being a by-law to authorize the execution of an agreement between Her Majesty the Queen in Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs and the Corporation of the Township of Wellington North (Rural Economic Development program RED) | 088 |
| d. By-law Number 067-20 being a by-law to authorize the execution of a Preservicing Development Agreement between The Corporation of the Township of Wellington North ad 2073022 Ontario Inc. | 123 |

Recommendation:

THAT By-law Number 061-20, 064-20, 065-20 and 067-20 be read a First, Second and Third time and enacted.

CONFIRMING BY-LAW NUMBER 068-20

142

Recommendation:

THAT By-law Number 068-20 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 August 10, 2020 be read a First, Second and Third time and enacted.

ADJOURNMENT

Recommendation:

THAT the Regular Council meeting of August 10, 2020 be adjourned at __:__ p.m.

MEETINGS, NOTICES, ANNOUNCEMENTS

Regular Council Meeting – via video conference	Monday, August 24, 2020	7:00 p.m.
Regular Council Meeting – via video conference	Monday, September 14, 2020	7:00 p.m.

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

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

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

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

BY-LAW NUMBER 066-20

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

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

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

1. THAT Schedule 'A-2' of By-law 66-01 is amended by changing the zoning on lands described as Part Mill Property Mitchell's Survey, RP 61R20240 (Parts 7-3) and is Municipally known as 200-240 Francis St E, Geographic Town of Arthur, as shown on Schedule "A" attached to and forming part of this By-law from Holding Residential ((H)R1C) to Residential (R2);
2. THAT except as amended by this By-law, the land shall be subject to all applicable regulations of Zoning By-law 66-01, as amended; and,
3. THAT this By-law shall come into effect upon the final passing thereof pursuant to Section 34(21) and Section 34(22) of The Planning Act, R.S.O., 1990, as amended, or where applicable, pursuant to Sections 34 (30) and (31) of the Planning Act, R.S.O., 1990, as amended

READ A FIRST, SECOND THIRD TIME THIS 10TH DAY OF AUGUST 2020.

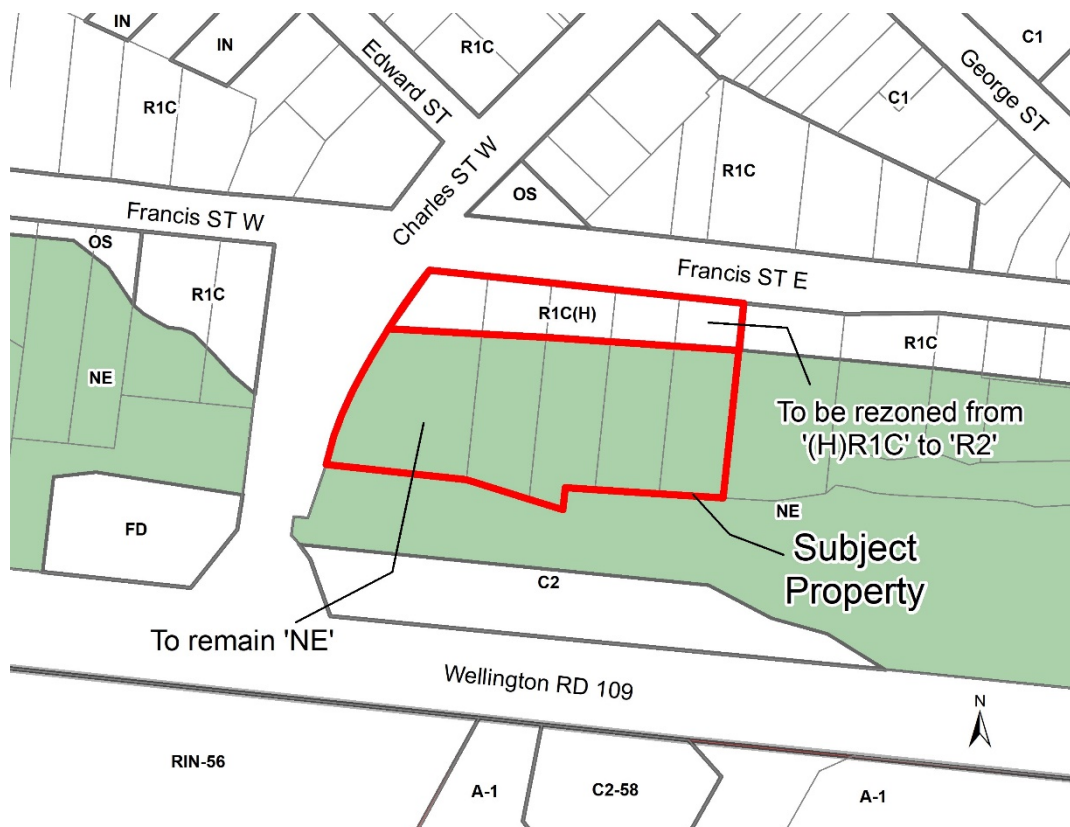
ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NUMBER 066-20

SCHEDULE "A"



This

Schedule "A" to By-law 066-2020

Passed this 10th day of August, 2020

MAYOR

CLERK

EXPLANATORY NOTE

BY-LAW NUMBER 066-20

THE LOCATION OF THE SUBJECT LANDS

The property subject to the proposed amendment is described as Part Mill Property Mitchell's Survey, RP 61R20240 (Parts 7-3) and is Municipally known as 200-240 Francis St E, Geographic Town of Arthur. The subject lands are vacant, approximately 1.01 ha (2.5 ac) in size and currently zoned Holding Low Density Residential ((H)R1C).

THE PURPOSE AND EFFECT of the proposed amendment is to rezone the subject lands from Holding Low Density Residential ((H)R1C) to Medium Density Residential (R2) to facilitate increased density.

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
MINUTES OF REGULAR COUNCIL MEETING – JULY 27, 2020
VIA WEB CONFERENCING**

<https://www.youtube.com/watch?v=5tvAu68pobM&feature=youtu.be>

Members Present:

Mayor:
Councillors:

Andrew Lennox
Sherry Burke
Lisa Hern
Steve McCabe
Dan Yake

Staff Present:

Chief Administrative Officer:	Michael Givens
Director of Legislative Services/Clerk:	Karren Wallace
Deputy Clerk:	Catherine Conrad
Director of Finance:	Adam McNabb
Economic Development Officer:	Dale Small
Chief Building Official:	Darren Jones
Director of Operations:	Matthew Aston
Community Recreation Coordinator:	Mandy Jones
Planner:	Mattieu Daoust
Senior Planner:	Michelle Innocente

CALLING TO ORDER

Mayor Lennox called the meeting to order.

ADOPTION OF THE AGENDA

RESOLUTION: 2020-223

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT the Agenda for the July 27, 2020 Regular Meeting of Council be accepted and passed.
CARRIED

DISCLOSURE OF PECUNIARY INTEREST

No pecuniary interest declared.

RECESS TO MOVE INTO PUBLIC MEETING

RESOLUTION: 2020-224

Moved: Councillor Yake

Seconded: Councillor Hern

THAT the Council of the Corporation of the Township of Wellington North recess the Regular Council Meeting of July 27, 2020 for the purpose of holding a Public Meeting under the Planning Act:

- *Johanna Baars and Patrick Van Den Eijnden, Zoning By-law Amendment*
- *350 Cork Inc., Zoning By-law Amendment*

CARRIED

RESUME REGULAR MEETING OF COUNCIL

RESOLUTION: 2020-225

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North resume the July 27, 2020 Regular Meeting of Council.

CARRIED

PASSAGE OF BY-LAWS ARISING FROM PUBLIC MEETINGS

- a. By-law Number 062-20 being a by-law to amend By-law 66-01 being a Zoning By-law for the Township of Wellington North (Part Lot 33, Concession 2, municipally known as 7470 Second Line, geographic West Garafraxa - Johanna Baars and Patrick Van Den Eijnden)

RESOLUTION: 2020-226

Moved: Councillor Hern

Seconded: Councillor Yake

THAT By-law Number 062-20 being a by-law to amend By-law 66-01 being a Zoning By-law for the Township of Wellington North be read a First, Second and Third time and enacted. (Part Lot 33, Concession 2, municipally known as 7470 Second Line, geographic West Garafraxa - Johanna Baars and Patrick Van Den Eijnden)

CARRIED

ADOPTION OF MINUTES OF COUNCIL AND PUBLIC MEETING

1. Regular Meeting of Council, July 13, 2020

RESOLUTION: 2020-227

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT the minutes of the Regular Meeting of Council held on July 13, 2020 be adopted as circulated.

CARRIED

BUSINESS ARISING FROM PREVIOUS MEETINGS OF COUNCIL

1. Councillor Yake, Notice of Motion – July 13, 2020 Regular Council Meeting

RESOLUTION: 2020-228

Moved: Councillor Yake

Seconded: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North make a request to the County of Wellington that tipping fees at the Riverstown Landfill be waived for leaf and yard waste from the Township of Wellington North residents to help them transition to the new program and with keeping organics out of the waste stream.

CARRIED

IDENTIFICATION OF ITEMS REQUIRING SEPARATE DISCUSSION

1b, 3b, 4c, 5a, 5c

ADOPTION OF ALL ITEMS NOT REQUIRING SEPARATE DISCUSSION

RESOLUTION: 2020-229

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT all items listed under Items for Consideration on the July 27, 2020 Council agenda, with the exception of those items identified for separate discussion, be approved and the recommendations therein be adopted:

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Mount Forest District Chamber of Commerce meeting held on June 16, 2020.

THAT the Council of the Corporation of the Township of Wellington North receive Report CBO 2020-08 being the Building Permit Review for the period ending June 30, 2020.

*THAT the Council of the Corporation of the Township of Wellington North receive Report EDO 2020-016 being a report on establishing a Memorandum of Understanding (MOU) with the Arthur Business Improvement Association (BIA);
AND FURTHER THAT Council authorize the Mayor and CAO to sign the MOU with the Arthur Business Improvement Association (BIA) to provide a \$10,000 loan to the Arthur BIA at zero percent interest, to be repaid in two equal instalments of \$5,000.00 each, on February 1st, 2021 and February 1st, 2022.*

THAT the Council of the Corporation of the Township of Wellington North receive the Cheque Distribution Report dated July 21, 2020.

THAT the Council of the Corporation of the Township of Wellington North receive the Second Quarter 2020 Financial Update.

*THAT the Council of the Corporation of the Township of Wellington North receive Report CLK 2020-015 being a report on the road dedication of Oak Street, Conn;
AND FURTHER THAT Council authorizes the Mayor and Clerk to sign the road dedication by-law for Oak Street, Conn.*

CARRIED

CONSIDERATION OF ITEMS FOR SEPARATE DISCUSSION AND ADOPTION

RESOLUTION: 2020-230

Moved: Councillor Yake

Seconded: Councillor Hern

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Arthur Business Improvement Association meeting held on July 15, 2020.

CARRIED

RESOLUTION: 2020-231

Moved: Councillor Yake

Seconded: Councillor Hern

THAT the Council of the Corporation of the Township of Wellington North receive Report EDO 2020-017 regarding Community Improvement Program;

AND FURTHER THAT Council approve grants as follows:

- *\$1,714 Façade Improvement Grant for improvements at 277 Main Street South in Mount Forest, home of Stumbled Upon*
- *\$2,500 Public Art Grant to assist with a Mural at 156 George Street in Arthur, home of Arthur Foodland.*

CARRIED

RESOLUTION: 2020-232

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North receive Report TR2020-11 being a report on the proposed 2021 budget schedule;

AND FURTHER THAT Council endorse the schedule proposed by staff.

CARRIED

RESOLUTION: 2020-233

Moved: Councillor Hern

Seconded: Councillor Yake

THAT the Council of the Corporation of the Township of Wellington North receive for information Report CLK 2020-014 / TR 2020-012 Bill 197, The COVID-19 Economic Recovery Act.

CARRIED

RESOLUTION: 2020-234

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North receive Report CAO 2020-006 being an update report on Councils Strategic Priorities 2019 – 2022 and the 20 in '20 Opportunities-Municipal Service Review;

AND FURTHER THAT Council continues to support utilization of township resources including staff time in collaborating with member municipalities and the county on further investigating and implementation of the efficiency opportunities identified in the Top 20 in '20 including but not limited to the IT Service Delivery Review (Ref No. 10), shared Public Works Facility with the County of Wellington (Ref No. 1), and shared Drainage Superintendent role with the Town of Minto (Ref No. 14).

CARRIED

NOTICE OF MOTION

No notice of motion tabled.

COMMUNITY GROUP MEETING PROGRAM REPORT

Councillor Yake (Ward 1):

- Asked Council members to contact Dale Small, EDO, with ideas for ways Council can participate in the Shop Local events being held in August.

Councillor Hern (Ward 3):

- Attended the Arthur Chamber of Commerce meeting last week. They are helping with the Shop Local events. The Chamber has been tasked with selecting the seasonal Christmas decorations using the funds from the RED Grant.

Councillor McCabe (Ward 4):

- Dr. Landoni is retiring and Dr. Paul Jones is taking over the practice

BY-LAWS

- a. By-law Number 059-20 being a by-law to provide for actual cost to provide for a drainage works in the Township of Wellington North in the County of Wellington, known as the Murphy Drain

- b. By-law Number 060-20 being a by-law to dedicate a parcel of land described as Part 4 on Plan 61R21709 as a public highway (Oak Street, Conn)

RESOLUTION: 2020-235

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT By-law Number 059-20 and 060-20 be read a First, Second and Third time and enacted.

CARRIED

CONFIRMING BY-LAW

RESOLUTION: 2020-236

Moved: Councillor Hern

Seconded: Councillor Yake

THAT By-law Number 063-20 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 July 27, 2020 be read a First, Second and Third time and enacted.

CARRIED

ADJOURNMENT

RESOLUTION: 2020-237

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT the Regular Council meeting of July 27, 2020 be adjourned at 8:47 p.m.

CARRIED

CLERK

MAYOR

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
PUBLIC MEETING MINUTES – JULY 27, 2020 @ 7:00 P.M.
VIA WEB CONFERENCING**

<https://www.youtube.com/watch?v=5tvAu68pobM&feature=youtu.be>

Members Present:

Mayor:
Councillors:

Andrew Lennox
Sherry Burke
Lisa Hern
Steve McCabe
Dan Yake

Staff Present:

Chief Administrative Officer:	Michael Givens
Director of Legislative Services/Clerk:	Karren Wallace
Deputy Clerk:	Catherine Conrad
Director of Finance:	Adam McNabb
Economic Development Officer:	Dale Small
Chief Building Official:	Darren Jones
Director of Operations:	Matthew Aston
Community Recreation Coordinator:	Mandy Jones
Planner:	Mattieu Daoust
Senior Planner:	Michelle Innocente

CALLING TO ORDER - Mayor Lennox

Mayor Lennox called the meeting to order.

DISCLOSURE OF PECUNIARY INTEREST

No pecuniary interest disclosed.

OWNERS/APPLICANT

Johanna Baars & Patrick Van Den Eijnden

LOCATION OF THE SUBJECT LAND

The land subject to the proposed amendment is described as Part of Lot 33, Concession 2 and known Municipally as 7470 Second Line, Geography Township of West Garafraxa. The property is 11.9 ha (29.4 ac) in size.

PURPOSE AND EFFECT OF THE APPLICATION

The purpose and effect of the proposed amendment is to rezone the subject lands from Site Specific Agricultural (A-100) zone to Agricultural (A) zone. This rezoning is a condition of severance application B62/19, that was granted provisional approval by the Wellington County Land Division Committee. The consent will sever the 11.9 ha (29.4 ac) agricultural parcel from the retained 5.6 ha (13.8 ac) with existing greenhouse business.

NOTICE

Notices were mailed to property owners within 120 m of the subject property as well as the applicable agencies and posted on the subject property on July 6, 2020.

PRESENTATIONS

Michelle Innocente, Senior Planner, County of Wellington, Township of Wellington North reviewed her comments

- Planning Report dated June 2, 2020

PLANNING OPINION

The purpose of this zoning amendment is to rezone a portion of the subject lands from the current agricultural site specific zone Agricultural (A-100) to Agricultural (A). This rezoning is a condition of severance application B62/19, that was granted provisional consent by the Wellington County Land Division Committee. The consent will sever a vacant 11.9 ha (29.4 ac) from the retained 5.6 ha (13.8 ac) with existing greenhouse business (Arthur Greenhouse).

The severed parcel is proposed to be used for agricultural purposes while the retained parcel will continue to operate as a commercial greenhouse which includes the retail sale of plants grown on the property and open to the public. There is no retail use proposed on the severed parcel.

We have no objections to the proposed amendment and are satisfied that the proposal is consistent with the PPS and is in general conformity with the County of Wellington Official Plan. Planning Staff have prepared a draft Zoning By-law amendment for Council's consideration which is attached to this report.

INTRODUCTION

The land subject to the proposed amendment is described as Part of Lot 33, Concession 2, and is municipally known as 7470 Second Line, Geographic Township of West Garafraxa. The property is approximately 17.5 ha (43.2 ac) in size. The proposal is a condition of a recent severance application on the property, B62/19. The proposed severed parcel is 11.9 ha (29.4 ac) and the retained parcel is 5.6 ha (13.8 ac) in size.

PROPOSAL

The purpose of the application is to rezone the subject lands to Agricultural (A) to remove the existing site specific zoning that allows for the retail sale of plants. This rezoning is a condition of severance application B62/19, that was granted provisional approval by the Wellington County Land Division Committee. The consent will sever a vacant 11.9 ha (29.4 ac) from the retained 5.6 ha (13.8 ac) with existing greenhouse business (Arthur Greenhouse).

PROVINAL POLICY STATEMENT (PPS)

The subject property is located within a PRIME AGRICULTURAL area. Section 2.3.3.1 of the PPS states "In prime agricultural areas, permitted uses and activities are: agricultural uses, agriculture-related uses and on-farm diversified uses".

GROWTH PLAN

The Growth Plan for the Greater Golden Horseshoe (GGH) provides growth management policy direction for the GGH, which includes Wellington County. All planning decisions are required to conform to the applicable policies and provisions of the Growth Plan. We are satisfied that the policies in the Growth Plan have been met and the proposed development generally conforms to the Growth Plan.

COUNTY OFFICIAL PLAN

The subject lands are designated PRIME AGRICULTURAL, CORE GREENLANDS and GREENLANDS within the County Official Plan. Identified features include a wetland and significant wooded area. The Prime Agricultural area permits agricultural uses.

ZONING BY-LAW

The subject lands are zoned Agricultural Site Specific (A-100) and Natural Environment (NE). This rezoning is a condition of severance application B62/19. The condition requires that the severed parcel be rezoned to Agricultural (A) to remove the retail sale of plants from the severed parcel.

Draft Zoning By-law:

A draft zoning by-law amendment has been attached to this report for public review and Council's consideration which rezones the lands to be severed as part of consent application B62/19 from site specific Agricultural (A-100) to Agricultural (A) zone. All Natural Environment (NE) areas to remain unchanged.

CORRESPONDENCE FOR COUNCIL'S REVIEW

- Emily Vandermeulen, Wellington Source Water Protection
 - Email dated July 6, 2020 (No Objection)
 - Well Head Protection Area Map
- Trevor Favretto, Upper Grand District School Board
 - Email dated July 6, 2020 (No Objection)
- Laura Warner, Grand River Conservation Authority
 - Letter dated July 22, 2020 (No Objection)
 - GRCA Map

REQUEST FOR NOTICE OF DECISION

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

MAYOR OPENS FLOOR FOR ANY COMMENTS/QUESTIONS

The applicant and their agent, Jeff Buisman, were present via web conferencing to answer questions pertaining to the application. Mr. Buisman commented that the zoning amendment is a condition of a severance and will remove the retail zoning from the back portion of the lands. The land will remain agricultural and will be used for nursery stock.

COMMENTS/QUESTIONS FROM COUNCIL

Councillor McCabe commented that he is supportive of the application and is glad to see the business is thriving.

Mayor Lennox stated that it was good to see the parcel is being kept in the agricultural zone.

OWNERS/APPLICANT

350 Cork Inc.

LOCATION OF THE SUBJECT LAND

The land subject to the proposed amendment is described as Part of Lot 8, RP 61R20624 (Parts 5 & 6) and known Municipally as 350 Cork St, Geographic Town of Mount Forest. The property is 0.32 ha (0.8 ac) in size.

PURPOSE AND EFFECT OF THE APPLICATION

The purpose and effect of the proposed amendment is to rezone the subject land from Residential (R2) zone to Residential (R3) zone to facilitate increased density and the construction of a 6-unit row townhouse. Additional relief may be considered at this meeting.

NOTICE

Notices were mailed to property owners within 120 m of the subject property as well as the applicable agencies and signage posted on the subject property on July 6, 2020.

PRESENTATIONS

Mattieu Daoust, Planner, County of Wellington, Township of Wellington North reviewed his comments

- Planning Report dated July 17, 2020

Planning Opinion

The purpose of this zoning amendment is to rezone the subject lands from Medium Density Residential (R2) to High Density Residential (R3) to facilitate increased density and the construction of a 6-unit townhouse development.

We have no objections to the zoning amendment. The proposal is consistent with the Provincial Policy Statement and conforms to the Official Plan policies.

INTRODUCTION

The property subject to the proposed amendment is described as Part Lot 8, RP 61R20624 (Parts 5 & 6) and is Municipally known as 350 Cork St, Geographic Township of Mount Forest. The subject lands are vacant, approximately 0.32 ha (0.8 ac) in size.

PROPOSAL

The purpose of this zoning amendment is to rezone the subject lands from Medium Density Residential (R2) to High Density Residential (R3) to facilitate increased density and the construction of a 6-unit townhouse.

PROVINCIAL POLICY STATEMENT (PPS)

The subject property is considered to be within a SETTLEMENT AREA. Section 1.1.3 identifies settlement areas, including urban centres such as Mount Forest, as the focus of growth and development, and their vitality and regeneration shall be promoted. Section 1.1.1 b) includes accommodating an appropriate affordable and market-based range and mix of residential types (including single-detached, additional residential units, multi-unit housing, affordable housing and housing for older persons), employment (including industrial and commercial), institutional (including places of worship, cemeteries and long-term care homes), recreation, park and open space, and other uses to meet long-term needs.

WELLINGTON COUNTY OFFICIAL PLAN

The property is within the Mount Forest Urban Centre and designated as Residential. "Townhouses and apartments, bed and breakfast establishments, group homes and nursing homes, may also be allowed subject to the requirements of the Zoning By-law and the applicable policies of this Plan."

Section 7.5.1 of the County Official Plan provides details on land use compatibility in Urban Centres "Urban Centres are expected to provide a full range of land use opportunities. Residential uses of various types and densities, commercial, industrial and institutional uses as well as parks and open space uses will be permitted where compatible and where services are available."

WELLINGTON NORTH ZONING BY-LAW

The subject lands are zoned Medium Density Residential (R2). The applicants are proposing to rezone the subject lands to High Density Residential (R3) to facilitate increased density and the construction of a 6-unit row townhouse.

This application has come about as a result of "cluster townhouse residential dwelling" not being permitted within the R2 zoning provisions. Should this zone amendment be successful, the proposed townhouse project will adhere to the R3 zoning provisions.

Site Plan Approval

The proposed development will be subject to Site Plan Review by the Township. Site design, grading, servicing, stormwater management, landscaping, parking, fencing etc. will be reviewed as part of the site plan review.

Draft Zoning By-law Amendment

A draft Zoning Amendment By-law amendment was been prepared for public review and Council's consideration and is attached to this report. Some deficiencies have been found upon review of the site plan that need to be included in the by-law and the final by-law will be considered at the August 10, 2020 Council meeting.

CORRESPONDENCE FOR COUNCIL'S REVIEW

- Emily Vandermuelen, Wellington Source Water Protection
 - Email dated July 6, 2020 (No Objection)
 - Well Head Protection Area Map
- Heather Imm, Upper Grand District School Board
 - Email dated July 9, 2020 (No Objection)
- Chris McGaughey, 790 Waterloo Street
 - Email dated July 11, 2020 (Objection)
- Erik Downing, Saugeen Conservation
 - Letter dated July 14, 2020 (No Objection)

REQUEST FOR NOTICE OF DECISION

The by-law will be considered at the regular council meeting to be held on August 10, 2020. Persons wishing notice of the passing of the by-law must submit a written request.

MAYOR OPENS FLOOR FOR ANY COMMENTS/QUESTIONS

Joshua Albano, co-applicant, was present via web conferencing and explained that they are asking for an R3 zoning to allow a six-unit, row house, slab on grade with in-floor heating and garages for enclosed parking. This area of town already has this type of housing. They are planning to build a purpose built rental, similar to 466 Queen Street. There is a high demand for this type of housing for seniors. They have included row townhouses that residents can drive up to. This will provide more parking than what is required with more than two spots per unit and wheelchair accessible parking and visitor parking.

Peter MacKenzie, co-applicant, was present via web conferencing and stated that there is a lot of natural beauty there that they, and the neighbours, would like to keep. They will try to keep as many trees as possible where possible around the perimeter; but recognize some will have to be removed. There is a high need for this type of housing and with this rezoning they can add additional units. Whether the zoning is R2 or R3 the relief being sought is similar, mainly the setback from the creek. One of the units has been reduced in size to accommodate a further setback from the creek. A fence or buffer strip is required along adjacent properties that are not R3. They are proposing to put a privacy fence along the entire southern boundary. The final item they are requesting relief from is the common amenity space. It has been noticed that tenants are not using the common amenity space in the current building. They are proposing to build a deck at the rear of each unit instead. Tenants with mobility or sight issues are more likely step out onto their own deck where they can have conversations with their neighbours. They feel this is a good compromise and far more valuable to the tenants than having a common amenity space.

Matt Lantz, neighbour of the subject property, was present via web conferencing to express concerns of six neighbours regarding the full development of the property. The natural drainage zone consumes the whole area and then trickles out. A few of the neighbours backyards fill up with 40 to 50 feet of water to during heavy rains. There is a concern that building a retaining wall will prevent the water from draining out along the creek and there will be an expansion of the drainage zone. The development plans do not show how water will be handled. Another concern is that a six-foot fence achieves nothing if the ground level has to be raised in any way and therefore the decks would be elevated which would create a peering zone. It was noted that there was a previous attempt to deal with the creek by Brian Padfield. Mr. Lantz questions:

- Will snow removal and buildup be pushed to a shared space or impede onto other properties
Has consideration been given to emergency vehicle access trying to navigate around the creek as well as concern with the creek border where the retaining wall will be placed.
- Will there be sufficient railings or something to prevent falling into the creek
- Should the plan go ahead as proposed what are the next steps to counter point if the need arises?

Mr. MacKenzie stated that most of the neighbours concerns with storm water will be addressed in site plan control. They rely on engineers and planners to let us know it's a good plan and will work. He and Mr. Albano have similar concerns regarding water.

COMMENTS/QUESTIONS FROM COUNCIL

Councillor Yake expressed concern with traffic flow as there is a lot of traffic on the street now with the park and sports complex. People park on the street and the grass across the road making it a tight squeeze for emergency vehicles. Until they see is a footprint of a building and what it is going to look like it's difficult to make an assessment.

Mayor Lennox asked for staff to confirm that the issues raised regarding drainage and emergency access, tree removal and snow management are normally reviewed and designed during the site plan process. Darren Jones, CBO, provided that emergency access is specified in the Building Code and will be reviewed by the Building Department and Emergency Services. Storm water and snow removal are designed by the applicants engineer and peer reviewed by the Township engineer. Buffering and common amenity areas are reviewed through the Wellington County Planning Department.

ADJOURNMENT

RESOLUTION: 002-2020

Moved: Councillor Hern

Seconded: Councillor Yake

THAT the Public Meeting of July 27, 2020 be adjourned at 7:33 pm.

CARRIED

CLERK

MAYOR



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

**Directors Meeting Minutes
July 21, 2020**

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

Jacklyn called meeting to order @ 5:32pm

Approval of Minutes (June Meeting) - Approved by Faye, Bonnie seconded

Committee Reports-

Economic Report - Presented by Dale Small

- Shop Local is happening in Arthur August 15th & 29th
- BIA is making a poster which will be sent out via Canada Post to our local community
- The Township is paying for a half page add in the Wellington Advertiser for this event
- Faye and her team will design an ad and forward it on to Dale for approval
- The River and Grand radio stations will be playing ads, paid for by the Township
- BIA is in charge of road signage and closures, as well as making sure the sigs are picked up at the end of the day
- There will be a small Farmers Market and live entertainment on both days
- The Lions and possibly the Optimist club will be available for food
- The County is assisting with funding for this event
- The Chamber is to continue reaching out to businesses and promoting this event
- The Connecting Link sent 11 ideas to the Township Engineer. They are now waiting on cost breakdown

Council Report – Presented by Lisa Hern

- Playgrounds in Wellington North are set to open this Friday July 25th, 2020
- The Rec centers are now starting to take bookings again
- The Waste Water Treatment Facility expansion is still on track
- Naming rights for seats at the Mount Forest Rec center are planned for later this year- Neat Idea!
- A new road act will now allow ATV and other off-road vehicles on the municipal roads if Wellington North does not opt out
- Faye and Bonnie asked for an update on the Queens Hotel- Dale mentioned that the Municipal lawyers and the developer are in continued talks- Not much else can be said now- But they are definitely working on it

Membership Builds Our Community as a Place to Work, Play and Live

Business Arising from Previous Meeting:

Billboard

- The billboard has been installed and looks great
- Invoice has been paid in full

Painting Project – Paula

- The artists have not yet forwarded Paula a quote for the paint the town projects
- Paula will follow up with them
- Though Eileen is very busy with her Art School at the moment

Christmas Decorations

- All Directors agreed to order 24 pre lit Christmas decorations as per the quote received
- Jacklyn has been asked to contact Andy with the specifics of the brackets and attachments to see if he has any concerns with this style before ordering
- Jacklyn spoke about the Chamber having to come to a decision on how much money they would be able to put towards the new decorations
- The RED grant covers 30%, so the BIA, Chamber and Township would need to cover the additional 70%
- Dale surprised the Chamber by telling us that the BIA and Township will be covering the decorations and the Chamber does not need to chip in at this time
- 😊 Thank you again Dale and the Township of WN!

New Business

Service Group Sign

- All agree to re-discuss in the Spring as some plants would be beneficial in this area

New Greenhouse Option for 2021

- Faye has spoken to Huron Ridge Greenhouses and has received a price of \$40 a basket
- This Greenhouse supplies hanging baskets and other arrangements to the town of Mapleton and Minto
- These baskets would be ready and hung for the second week of June
- Everyone is asked to take a drive through these townships to see the quality of their baskets so that we can make a final decision at the September meeting whether to continue to order from MF or to switch to Huron Ridge
- Faye will also be speaking with Huron Ridge to see if they have room to accommodate our additional baskets

AGM Awards

- Everyone is in agreement to offer the AGM Awards through an online vote once again and hold an online awards ceremony for the winners
 - Dale once again agreed to sponsor both the Citizen of the Year award and the Corporate Citizen Award
- Thank you! Dale and the Township of WN

Agricultural Society Wreath Making Fundraiser

- The Ag Society would like to pair up with the Chamber to offer either a wreath making night or sell premade fresh wreaths to both our community and the businesses
- All directors like this idea and would like Jacklyn to find out the specifics from Deanna- Ag Society

Agenda Approval- Additions and deletions

- Kristina Kelly has resigned from the Chamber as she is moving to Nova Scotia
- The Directors agreed and asked Jacklyn to send her a good bye card and wish her well

Presidents Report:

- Tom not available for meeting this evening

Correspondence:

- Nothing to report

Financial Report:

- All financials in good standing – See attached report

Administrators Report:

- Membership renewals being sent out July 31, 2020 – via email
- Memberships run from August to August, therefore membership payments are due by August 31st, 2020
- Sadly, the Chamber is NOT eligible for the Digital Main Street Grant, but Jacklyn is still promoting it via email and social media

Meeting Closed -

Paula motioned meeting closed at 6:55pm

Next Meeting Date:

September 8th, 2020

Meeting Outline for 2020:

October 13th @ 5:30pm
 November 10th @ 5:30pm
 December 8th @ 5:30pm

Dates to Remember:

October 22nd, 2020 -AGM - Tentatively



Staff Report

To: Mayor and Members of Council Meeting of August 10, 2020
From: Tammy Pringle, Development Clerk
Subject: DC2020-017, Consent Application B78-18 1879659 Ontario Ltd.

RECOMMENDATION

THAT Council of the Township of Wellington North receive DC Report 2020-017 being a report on Consent Application (Severance) B78-18 known as Part Lot 3, WOSR, Divisions 3 & 4 in the former Township of Arthur.

AND FURTHER THAT the Council of the Township of Wellington North supports consent application B78-18 as presented with the following conditions:

- **THAT** Payment be made of the fee of \$130.00 (or whatever fee is applicable at the time of clearance under the municipal Fees and Charges By-law) for a letter of clearance;
- **THAT** a Parkland dedication fee be paid (\$1,000.00/lot or part lot created, in 2020)
- **THAT** the Owner satisfy all the requirements of the local municipality, financial and otherwise for the proper and orderly development of the subject lands, including but not limited to outstanding taxes; and
- **THAT** zoning compliance be achieved to the satisfaction of the local municipality.

AND FURTHER THAT Council authorizes the Development Clerk to file with the Secretary-Treasurer of the Planning and Land Division Committee at the County of Wellington, a letter of clearance of these conditions on completion of same.

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

N/A

BACKGROUND

The subject property is located within the North West quadrant of the Township and is geographically known as 7030 – 7040 Sideroad 2 West, former Township of Arthur.

Proposed irregular shaped severance is a revised application - 4.6 hectares with 77.2m frontage, existing and proposed residential use with existing dwelling.

Retained parcel is revised application - 6.5 hectares with 214.1m frontage on Sideroad 2 W and 289.7m frontage on Highway 6, existing and proposed agricultural commercial use with existing shop, storage shed & fire tank reservoir.

FINANCIAL CONSIDERATIONS

The municipality will realize \$1,130.00 in clearance fees and parkland dedication fees.

ATTACHMENTS

- APPENDIX A:
 - Severance Sketch No. 18-8939 prepared by Greg Ford at Wilson – Ford Surveying & Engineering, dated April 2, 2020.
- APPENDIX B:
 - Meagan Ferris, Planner
Planning and Development Department, County of Wellington: Report

STRATEGIC PLAN 2019 – 2022

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

☐ Yes

☐ No

☒ N/A

Which priority does this report support?

☐ Modernization and Efficiency

☐ Partnerships

☐ Municipal Infrastructure

☐ Alignment and Integration

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

SEVERANCE SKETCH IN
(GEOGRAPHIC TOWNSHIP OF ARTHUR)
TOWNSHIP OF WELLINGTON NORTH
COUNTY OF WELLINGTON

WILSON-FORD

Scale 1 : 2500



DIVISION 2 OF LOT 3 WOSR

PN 71053 - 0004

PN 71053 - 0009

TO BE SEVERED
4.6 Hect.

TO BE RETAINED
6.5 Hect.





Application	B78/18
Location	Part Lot 3, Concession WOSR, Div 3 TOWNSHIP OF WELLINGTON NORTH (ARTHUR TOWNSHIP)
Applicant/Owner	1879659 Ontario Ltd.

PRELIMINARY PLANNING OPINION: This application effectively separates a 6.5 ha (16.01 ac) Agricultural Commercial operation from the 4.6 ha (11.4 ac) agricultural/residential portion of the property.

This application was previously deferred in 2018 due to concerns regarding the proposed lot line severing off the fire fighting water tank, the septic bed, and the stormwater management pond from the agricultural commercial property. Since that time, this application has been revised to address planning staff concerns.

Planning staff have no concerns with the revised application provided that the following matter are addressed as a condition of approval:

1. That zoning compliance be achieved to the satisfaction of the local municipality;

PLACES TO GROW: No Issues.

PROVINCIAL POLICY STATEMENT (PPS): The subject property is located within the Prime Agricultural area. Under section 2.3.4.1 of the PPS, lot creation is permitted for agricultural related uses provided that the new lot will be limited to a minimum size needed to accommodate the use and appropriate sewage and water services.

Minimum Distance Separation (MDS1) was reviewed and satisfied as part of a previous zoning amendment application in 2015. There are no outstanding MDS matters.

WELLINGTON COUNTY OFFICIAL PLAN: The subject property is designated PRIME AGRICULTURAL and CORE GREENLANDS. The property is also identified as being located within the Mineral Aggregate Resource Overlay (gravel resource area).

According to section 10.3.1 lot creation in prime agricultural areas will be restricted to the following:

- a) agricultural uses
- b) agricultural-related uses
- c) a residence surplus to a farming operation
- d) lot line adjustments
- e) community service facilities.

New lots for agricultural-related uses should be kept to a minimum size necessary for the use and appropriate water and sewage systems.

The matters under Section 10.1.3 were also considered including items k) “that the size and shape of proposed lots is suitable...”, m) “that all new lots shall have logical lot lines...” and h) “that natural heritage features are not affected negatively...”.

In regards to items k) and m), the proposed lot line appears to sever off the fire fighting water tank, the septic bed, and the stormwater management pond from the proposed commercial property which is not consistent with policy. The lot line should be relocated and/or the features should be relocated entirely on the proposed commercial lot.


In regards to item h), any comments from the Conservation Authority should be considered as the proposed lot line crosses a drainage ditch. Additional comments have been provided by the Saugeen Valley Conservation Authority confirming that there is a new, safe access to the existing residential dwelling.

WELL HEAD PROTECTION AREA: The subject property is not located within a WHPA.

LOCAL ZONING BY-LAW: The subject property is currently zoned Agricultural Exception (A-1), Agricultural Commercial (AC), Agricultural (A), and Natural Environment (NE). The severed and retained lands meet the minimum lot area and frontage requirements of the zoning by-law.

Staff notes that the pervious proposed lot line followed along the existing zoning on the subject lands. The revised application will now result in a dual zoning (A and AC) on the Agricultural Commercial operation lot. Staff also notes that the AC Zone requires a 121.9 m setback from any adjacent residence on a separate lot; however, this setback has not been confirmed within the revised survey sketch. A condition regarding zoning compliance has been added.

SITE VISIT INFORMATION: This report was prepared without an updated site visit being conducted.



Meagan Ferris RPP MCIP
Senior Planner
August 5th, 2020



WELLINGTON NORTH

SEMPER PORRO

Staff Report

To: Mayor and Members of Council Meeting of August 10, 2020

From: Tammy Pringle, Development Clerk

Subject: DC2020-018, Consent Application B46-20 2574574 Ontario Inc. (Brad Wilson)

RECOMMENDATION

THAT Council of the Township of Wellington North receive DC Report 2020-018 being a report on Consent Application (Severance) B46-20 known as Part of Park Lot 3, South Side of Birmingham St., Plan of the Town of Mount Forest.

AND FURTHER THAT the Council of the Township of Wellington North supports consent application B46-20 as presented with the following conditions:

- **THAT** Payment be made of the fee of \$130.00 (or whatever fee is applicable at the time of clearance under the municipal Fees and Charges By-law) for a letter of clearance;
- **THAT** a Parkland dedication fee be paid (\$1,000.00/lot or part lot created, in 2020)
- **THAT** the Owner satisfy all the requirements of the local municipality, financial and otherwise for the proper and orderly development of the subject lands, including but not limited to outstanding taxes; and
- **THAT** the two chicken barns on the retained lands be removed and the site left in a leveled and cleared condition to the satisfaction of the Chief Building Official and the County of Wellington Planning and Development Department.

AND FURTHER THAT Council authorizes the Development Clerk to file with the Secretary-Treasurer of the Planning and Land Division Committee at the County of Wellington, a letter of clearance of these conditions on completion of same.

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

N/A

BACKGROUND

The subject property is located within the North East quadrant of the Township and is geographically located on the North side of Wellington Street East between Church Street North and London Road N, in the Town of Mount Forest.

Proposed severance is $26.8\text{m fr} \times 36.5 = 978$ square metres (Severed 1 on sketch), vacant land for proposed urban residential use.

Retained parcel is 1.95 hectares with 20m frontage, existing vacant land for future residential development. Old chicken barn to be removed.

FINANCIAL CONSIDERATIONS

The municipality will realize \$1,130.00 in clearance fees and parkland dedication fees.

ATTACHMENTS

- APPENDIX A:
 - Severance Sketch; Part of Park Lot 3, South Side of Birmingham Street, Plan of the Towns of Mount Forest signed by Jeffrey E. Buisman at Van Harten Surveying Inc., dated July 3, 2020.
- APPENDIX B:
 - Meagan Ferris, Planner
Planning and Development Department, County of Wellington: Report

STRATEGIC PLAN 2019 – 2022

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

☐ Yes

☐ No

☒ N/A

Which priority does this report support?

☐ Modernization and Efficiency

☐ Partnerships

☐ Municipal Infrastructure

☐ Alignment and Integration

Prepared By: Tammy Pringle, Development Clerk

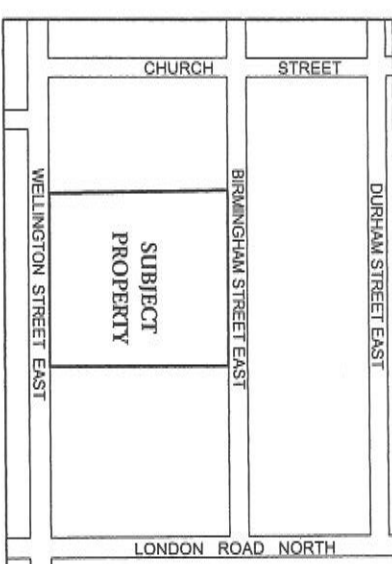
Tammy Pringle

Recommended By: Michael Givens, Chief Administrative Officer

Michael Givens

PARK LOT 4
 17 PIM 71066-0099
 DEVELOPMENT

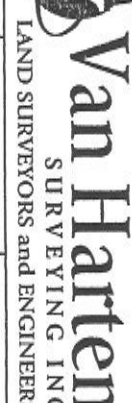
SEVERANCE SKETCH
PART OF PARK LOT 3
SOUTH SIDE OF BIRMINGHAM STREET
PLAN OF THE TOWN OF MOUNT FOREST
FORMERLY TOWN OF MOUNT FOREST
TOWNSHIP OF WELLINGTON NORTH
COUNTY OF WELLINGTON



SCALE 1 : 1000

1. THIS IS NOT A PLAN OF SURVEY AND SHOULD NOT BE USED FOR REAL ESTATE TRANSFERS OR MORTGAGES.
2. SUBJECT LANDS ARE ZONED FUTURE DEVELOPMENT (FD) AND RESIDENTIAL (R2).
3. SUBJECT LANDS HAVE A COUNTY OFFICIAL PLAN DESIGNATION OF RESIDENTIAL.
4. DISTANCES ON THIS PLAN ARE SHOWN IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.
5. DIMENSIONS ON THIS SKETCH ARE APPROXIMATE AND HAVE NOT BEEN VERIFIED BY SURVEY.

JEFFREY E. BUISMA
ONTARIO LAND SURVEYOR



Elmira	Guilph	Orangeville
Ph: 519-669-5070	Ph: 519-821-2763	Ph: 519-940-4110
www.vanharten.com info@vanharten.com		
DRAWN BY: ABN	CHECKED BY: JEB	PROJECT NO. 28341-20
Jul 03, 2020 - 11:40am G. MOUNT FOREST PLAN OF MOUNT FOREST ACAD. SERV PROJ. 13 (WILSON) UTM 6-40g		



Application Location	B46/20, B47/20 & B48/20 Part Park Lot 3, s/s Birmingham St. TOWNSHIP OF WELLINGTON NORTH (MOUNT FOREST)
Applicant/Owner	2574574 Ontario Inc. (Brad Wilson)

PRELIMINARY PLANNING OPINION: These applications propose to sever three (3) vacant lots in the Urban Centre of Mount Forest for residential purposes:

Parcel ID	Lot Area	Frontage
Severed (Parcel 1)	978 m ² (10 527.4 ft ²)	26.83 m (88 ft)
Severed (Parcel 2)	1 986 m ² (21 377. 8 ft ²)	54.40 m (178.5 ft)
Severed (Parcel 3)	1 422 m ² (15 306.8 ft ²)	39.00 m (127.9 ft)
Retained (Parcel 4)	1.95 ha (4.8 ac)	20.00 m (65.6 ft)

This application is consistent with Provincial Policy and generally conforms to the County Official Plan. Planning staff recommends approved subject that the following can be addressed as conditions of approval:

- a) That driveway access can be provided to the severed and retained lands to the satisfaction of the local municipality;
- b) That servicing is available for the severed and retained lands to the satisfaction of the local municipality; and
- c) That the existing chicken barns are removed to the satisfaction of the County of Wellington Planning and Development Department and the local municipality.

A PLACE TO GROW: The subject property is located within Urban Centre of Mount Forest. Section 2.2.1.2 a) states the vast majority of growth will be directed to settlement areas that i) have a delineated built up boundary; ii) have existing or planned municipal water and wastewater systems; and iii) can support the achievement of complete communities. The subject lands represent a designated greenfield area as the lands are located outside of the existing, built boundary,

PROVINCIAL POLICY STATEMENT (PPS): The subject property is located within the Urban Centre of Mount Forest. Section 1.1.3.1 states that settlement areas shall be the focus of growth and development, and their vitality and regeneration shall be promoted.

WELLINGTON COUNTY OFFICIAL PLAN: The subject property is designated RESIDENTIAL and located within the Urban Centre of Mount Forest according to Schedule A6-1 of the Official Plan. Urban Centres are expected to provide a full range of land uses opportunities, including residential uses of various types and densities.

Within the Residential designation, a variety of housing types shall be allowed. It is understood that the subject severances are for: a single family dwelling (B46/20) and medium density uses (i.e. townhouses). Section 8.3.5 allows townhouses in areas designated as Residential, subject to the Zoning By-law and criteria, including compatibility considerations.

Section 10.6.2 states that new lots may be created in Urban Centres provided that the land will be appropriately zoned. The proposed severed lands are zoned Medium Density Residential (R2) Zone.

The matters under section 10.1.3 were also considered, including item b) “that all lots can be adequately serviced with water, sewage disposal...” and d) “that all lots will have safe driveway access to an all-season maintained public road...”.

Section 10.1.2 identifies that plans are subdivisions will normally be required for four (4) or more lots; however, planning staff are of the opinion that the subject severance applications do not warrant a plan of subdivision.

WELL HEAD PROTECTION AREA: The subject property is located within WHPA C with a vulnerability score of 6. A small portion of the site is also identified as having a vulnerability score of 6.

LOCAL ZONING BY-LAW: The subject property is currently zoned Future Development (FD) Zone and Medium Density Residential (R2) zone. The proposed severed lands are located within the R2 Zone, which permits a variety of dwelling types including single and semi-detached dwellings, three (3) and four (4) unit street townhouses etc.

Parcel 1 (B46/20) proposes to construct a single family dwelling and Parcel 2 (B47/20) and Parcel 3 (B48/20) propose to construct street townhouses. The details regarding the development of Parcel 4 (the retained lands) were not provided.

Parcel 1 and Parcel 4 meet the minimum lot area and lot frontage for a single family dwelling. Parcel 4 (the retained lands) will remain in the FD Zone until such time a development proposal is provided for consideration. Staff also notes that the subject property currently contains two (2) chicken barns which are proposed to be removed.



Parcel 2 meets the minimum lot area, frontage, and yard requirements for a 3-4 unit street townhouse or three (3) semi-detached dwellings; however, if a six (6) unit street townhouse is proposed to be constructed a zoning by-law amendment would be required for Parcel 2.

Parcel 3 meets the minimum lot area, frontage, and yard requirements for a 3-4 unit townhouse or two (2) semi-detached dwellings.

SITE VISIT INFORMATION: These preliminary comments were prepared without a site visit being conducted.

A handwritten signature in black ink that reads "Meagan Ferris".

Meagan Ferris, RPP MCIP
Senior Planner
August 4th, 2020



WELLINGTON NORTH

SEMPER PORRO

Staff Report

To: Mayor and Members of Council Meeting of August 10, 2020

From: Tammy Pringle, Development Clerk

Subject: DC2020-019, Consent Application B47-20 2574574 Ontario Inc. (Brad Wilson)

RECOMMENDATION

THAT Council of the Township of Wellington North receive DC Report 2020-019 being a report on Consent Application (Severance) B47-20 known as Part of Park Lot 3, South Side of Birmingham St., Plan of the Town of Mount Forest.

AND FURTHER THAT the Council of the Township of Wellington North supports consent application B47-20 as presented with the following conditions:

- **THAT** Payment be made of the fee of \$130.00 (or whatever fee is applicable at the time of clearance under the municipal Fees and Charges By-law) for a letter of clearance;
- **THAT** a Parkland dedication fee be paid (\$1,000.00/lot or part lot created, in 2020)
- **THAT** the Owner satisfy all the requirements of the local municipality, financial and otherwise for the proper and orderly development of the subject lands, including but not limited to outstanding taxes; and
- **THAT** the two chicken barns on the retained lands be removed and the site left in a leveled and cleared condition to the satisfaction of the Chief Building Official and the County of Wellington Planning and Development Department;

AND FURTHER THAT Council authorizes the Development Clerk to file with the Secretary-Treasurer of the Planning and Land Division Committee at the County of Wellington, a letter of clearance of these conditions on completion of same.

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

N/A

BACKGROUND

The subject property is located within the North East quadrant of the Township and is geographically located on the North side of Wellington Street East between Church Street North and London Road N, in the Town of Mount Forest.

Proposed severance is 54.4m fr x 36.5 = 1986 square metres (Severed 2 on sketch), vacant land for proposed residential townhouse units.

Retained parcel is 1.95 hectares with 20m frontage, existing vacant land for future residential development. Old chicken barn to be removed.

FINANCIAL CONSIDERATIONS

The municipality will realize \$1,130.00 in clearance fees and parkland dedication fees.

ATTACHMENTS

- APPENDIX A:
 - Severance Sketch; Part of Park Lot 3, South Side of Birmingham Street, Plan of the Towns of Mount Forest signed by Jeffrey E. Buisman at Van Harten Surveying Inc., dated July 3, 2020.
- APPENDIX B:
 - Meagan Ferris, Planner
Planning and Development Department, County of Wellington: Report

STRATEGIC PLAN 2019 – 2022

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

☐ Yes

☐ No

☒ N/A

Which priority does this report support?

☐ Modernization and Efficiency

☐ Partnerships

☐ Municipal Infrastructure

☐ Alignment and Integration

Prepared By: Tammy Pringle, Development Clerk

Tammy Pringle

Recommended By: Michael Givens, Chief Administrative Officer

Michael Givens

15 WCP 137
ZONING: RESIDENTIAL R3-31

16 PIN 71066-0014
ZONING: RESIDENTIAL FUTURE

P A R K L O T 4
17 PIN 71066-0099
DEVELOPMENT

AS SHOWN
TRAVERSED
PORTION OF
ROAD

NOT TRAVELLED

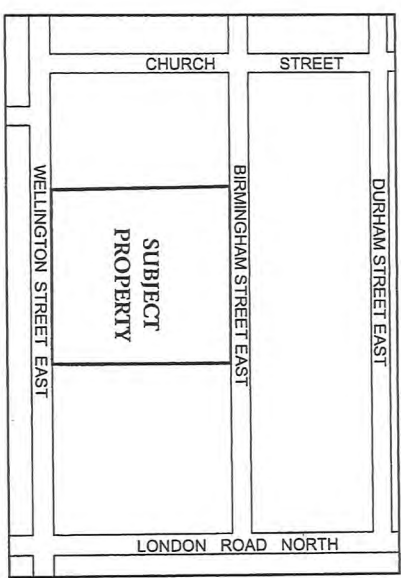
BIRMINGHAM STREET
ESTABLISHED BY THE PLAN OF THE TOWN OF MOUNT FOREST
20.12m WIDE
PIN 71066-0018

SEVERANCE SKETCH
PART OF PARK LOT 3
SOUTH SIDE OF BIRMINGHAM STREET
PLAN OF THE TOWN OF MOUNT FOREST
FORMERLY TOWN OF MOUNT FOREST
TOWNSHIP OF WELLINGTON NORTH
COUNTY OF WELLINGTON

SCALE 1 : 1000

VAN HARTEN SURVEYING INC.

KEY MAP



NOTES:

1. THIS IS NOT A PLAN OF SURVEY AND SHOULD NOT BE USED FOR REAL ESTATE TRANSFERS OR MORTGAGES.
2. SUBJECT LANDS ARE ZONED FUTURE DEVELOPMENT (FD) AND RESIDENTIAL (R2).
3. SUBJECT LANDS HAVE A COUNTY OFFICIAL PLAN DESIGNATION OF RESIDENTIAL.
4. DISTANCES ON THIS PLAN ARE SHOWN IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.
5. DIMENSIONS ON THIS SKETCH ARE APPROXIMATE AND HAVE NOT BEEN VERIFIED BY SURVEY.

O.P. : BUILT BOUNDARY

THIS SKETCH WAS PREPARED
ON THE 3rd DAY OF JULY 2020

JEFFREY E. BUISMAN
ONTARIO LAND SURVEYOR

Van Harten
S U R V E Y I N G I N C.
LAND SURVEYORS and ENGINEERS

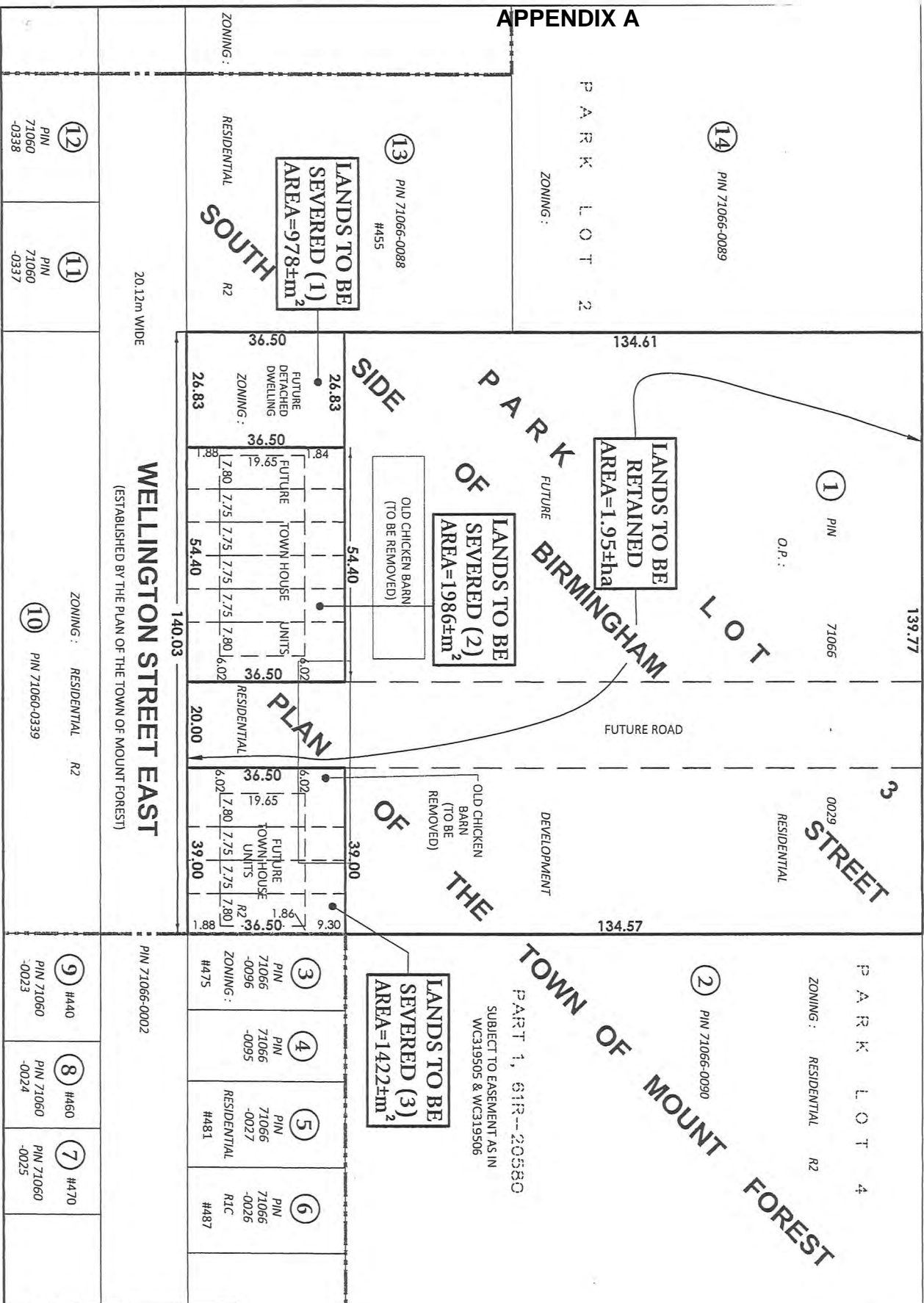
Elmhurst Guelph Orangeville
Ph: 519-669-5070 Ph: 519-821-2763 Ph: 519-940-4110

www.vanharten.com info@vanharten.com

DRAWN BY: ARN CHECKED BY: JEB PROJECT No. 28341-20

JUL 03, 2020 - 11:40am G:\MOUNT FOREST\PLAN OF MOUNT FOREST\ACAD\SEV PLOT3 (WILSON) UTM 6.dwg

APPENDIX A





Application Location	B46/20, B47/20 & B48/20 Part Park Lot 3, s/s Birmingham St. TOWNSHIP OF WELLINGTON NORTH (MOUNT FOREST)
Applicant/Owner	2574574 Ontario Inc. (Brad Wilson)

PRELIMINARY PLANNING OPINION: These applications propose to sever three (3) vacant lots in the Urban Centre of Mount Forest for residential purposes:

Parcel ID	Lot Area	Frontage
Severed (Parcel 1)	978 m ² (10 527.4 ft ²)	26.83 m (88 ft)
Severed (Parcel 2)	1 986 m ² (21 377. 8 ft ²)	54.40 m (178.5 ft)
Severed (Parcel 3)	1 422 m ² (15 306.8 ft ²)	39.00 m (127.9 ft)
Retained (Parcel 4)	1.95 ha (4.8 ac)	20.00 m (65.6 ft)

This application is consistent with Provincial Policy and generally conforms to the County Official Plan. Planning staff recommends approved subject that the following can be addressed as conditions of approval:

- a) That driveway access can be provided to the severed and retained lands to the satisfaction of the local municipality;
- b) That servicing is available for the severed and retained lands to the satisfaction of the local municipality; and
- c) That the existing chicken barns are removed to the satisfaction of the County of Wellington Planning and Development Department and the local municipality.

A PLACE TO GROW: The subject property is located within Urban Centre of Mount Forest. Section 2.2.1.2 a) states the vast majority of growth will be directed to settlement areas that i) have a delineated built up boundary; ii) have existing or planned municipal water and wastewater systems; and iii) can support the achievement of complete communities. The subject lands represent a designated greenfield area as the lands are located outside of the existing, built boundary,

PROVINCIAL POLICY STATEMENT (PPS): The subject property is located within the Urban Centre of Mount Forest. Section 1.1.3.1 states that settlement areas shall be the focus of growth and development, and their vitality and regeneration shall be promoted.

WELLINGTON COUNTY OFFICIAL PLAN: The subject property is designated RESIDENTIAL and located within the Urban Centre of Mount Forest according to Schedule A6-1 of the Official Plan. Urban Centres are expected to provide a full range of land uses opportunities, including residential uses of various types and densities.

Within the Residential designation, a variety of housing types shall be allowed. It is understood that the subject severances are for: a single family dwelling (B46/20) and medium density uses (i.e. townhouses). Section 8.3.5 allows townhouses in areas designated as Residential, subject to the Zoning By-law and criteria, including compatibility considerations.

Section 10.6.2 states that new lots may be created in Urban Centres provided that the land will be appropriately zoned. The proposed severed lands are zoned Medium Density Residential (R2) Zone.

The matters under section 10.1.3 were also considered, including item b) “that all lots can be adequately serviced with water, sewage disposal...” and d) “that all lots will have safe driveway access to an all-season maintained public road...”.

Section 10.1.2 identifies that plans are subdivisions will normally be required for four (4) or more lots; however, planning staff are of the opinion that the subject severance applications do not warrant a plan of subdivision.

WELL HEAD PROTECTION AREA: The subject property is located within WHPA C with a vulnerability score of 6. A small portion of the site is also identified as having a vulnerability score of 6.

LOCAL ZONING BY-LAW: The subject property is currently zoned Future Development (FD) Zone and Medium Density Residential (R2) zone. The proposed severed lands are located within the R2 Zone, which permits a variety of dwelling types including single and semi-detached dwellings, three (3) and four (4) unit street townhouses etc.

Parcel 1 (B46/20) proposes to construct a single family dwelling and Parcel 2 (B47/20) and Parcel 3 (B48/20) propose to construct street townhouses. The details regarding the development of Parcel 4 (the retained lands) were not provided.

Parcel 1 and Parcel 4 meet the minimum lot area and lot frontage for a single family dwelling. Parcel 4 (the retained lands) will remain in the FD Zone until such time a development proposal is provided for consideration. Staff also notes that the subject property currently contains two (2) chicken barns which are proposed to be removed.



Parcel 2 meets the minimum lot area, frontage, and yard requirements for a 3-4 unit street townhouse or three (3) semi-detached dwellings; however, if a six (6) unit street townhouse is proposed to be constructed a zoning by-law amendment would be required for Parcel 2.

Parcel 3 meets the minimum lot area, frontage, and yard requirements for a 3-4 unit townhouse or two (2) semi-detached dwellings.

SITE VISIT INFORMATION: These preliminary comments were prepared without a site visit being conducted.

A handwritten signature in black ink that reads "Meagan Ferris". The signature is written in a cursive, flowing style.

Meagan Ferris, RPP MCIP
Senior Planner
August 4th, 2020



WELLINGTON NORTH

SEMPER PORRO

Staff Report

To: Mayor and Members of Council Meeting of August 10, 2020

From: Tammy Pringle, Development Clerk

Subject: DC2020-020, Consent Application B48-20 2574574 Ontario Inc. (Brad Wilson)

RECOMMENDATION

THAT Council of the Township of Wellington North receive DC Report 2020-020 being a report on Consent Application (Severance) B48-20 known as Part of Park Lot 3, South Side of Birmingham St., Plan of the Town of Mount Forest.

AND FURTHER THAT the Council of the Township of Wellington North supports consent application B48-20 as presented with the following conditions:

- **THAT** Payment be made of the fee of \$130.00 (or whatever fee is applicable at the time of clearance under the municipal Fees and Charges By-law) for a letter of clearance;
- **THAT** a Parkland dedication fee be paid (\$1,000.00/lot or part lot created, in 2020)
- **THAT** the Owner satisfy all the requirements of the local municipality, financial and otherwise for the proper and orderly development of the subject lands, including but not limited to outstanding taxes; and
- **THAT** the two chicken barns on the retained lands be removed and the site left in a leveled and cleared condition to the satisfaction of the Chief Building Official and the County of Wellington Planning and Development Department;

AND FURTHER THAT Council authorizes the Development Clerk to file with the Secretary-Treasurer of the Planning and Land Division Committee at the County of Wellington, a letter of clearance of these conditions on completion of same.

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

N/A

BACKGROUND

The subject property is located within the North East quadrant of the Township and is geographically located on the North side of Wellington Street East between Church Street North and London Road N, in the Town of Mount Forest.

Proposed severance is $39\text{m fr} \times 36.5 = 1422$ square metres (Severed 3 on sketch), vacant land for proposed residential townhouse units.

Retained parcel is 1.95 hectares with 20m frontage, existing vacant land for future residential development. Old chicken barn to be removed.

FINANCIAL CONSIDERATIONS

The municipality will realize \$1,130.00 in clearance fees and parkland dedication fees.

ATTACHMENTS

- APPENDIX A:
 - Severance Sketch; Part of Park Lot 3, South Side of Birmingham Street, Plan of the Towns of Mount Forest signed by Jeffrey E. Buisman at Van Harten Surveying Inc., dated July 3, 2020.
- APPENDIX B:
 - Meagan Ferris, Planner
Planning and Development Department, County of Wellington: Report

STRATEGIC PLAN 2019 – 2022

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

☐ Yes

☐ No

☒ N/A

Which priority does this report support?

☐ Modernization and Efficiency

☐ Partnerships

☐ Municipal Infrastructure

☐ Alignment and Integration

Prepared By: Tammy Pringle, Development Clerk

Tammy Pringle

Recommended By: Michael Givens, Chief Administrative Officer

Michael Givens

15 WCP 137
ZONING: RESIDENTIAL R3-31

16 PIN 71066-0014
ZONING: RESIDENTIAL FUTURE

17 PIN 71066-0099
DEVELOPMENT

4
AS BUILT
PORTION OF
ROAD

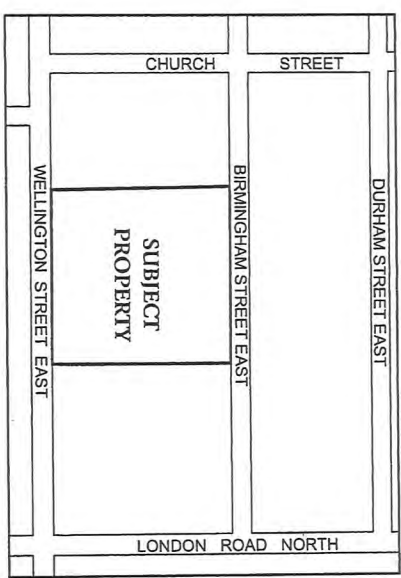
NOT TRAVELLED

BIRMINGHAM STREET
ESTABLISHED BY THE PLAN OF THE TOWN OF MOUNT FOREST
20.12m WIDE
PIN 71066-0018

SEVERANCE SKETCH
PART OF PARK LOT 3
SOUTH SIDE OF BIRMINGHAM STREET
PLAN OF THE TOWN OF MOUNT FOREST
FORMERLY TOWN OF MOUNT FOREST
TOWNSHIP OF WELLINGTON NORTH
COUNTY OF WELLINGTON

SCALE 1 : 1000
VAN HARTEN SURVEYING INC.

KEY MAP



NOTES:

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O.P. : BUILT BOUNDARY

THIS SKETCH WAS PREPARED
ON THE 3rd DAY OF JULY 2020

JEFFREY E. BUISMAN
ONTARIO LAND SURVEYOR



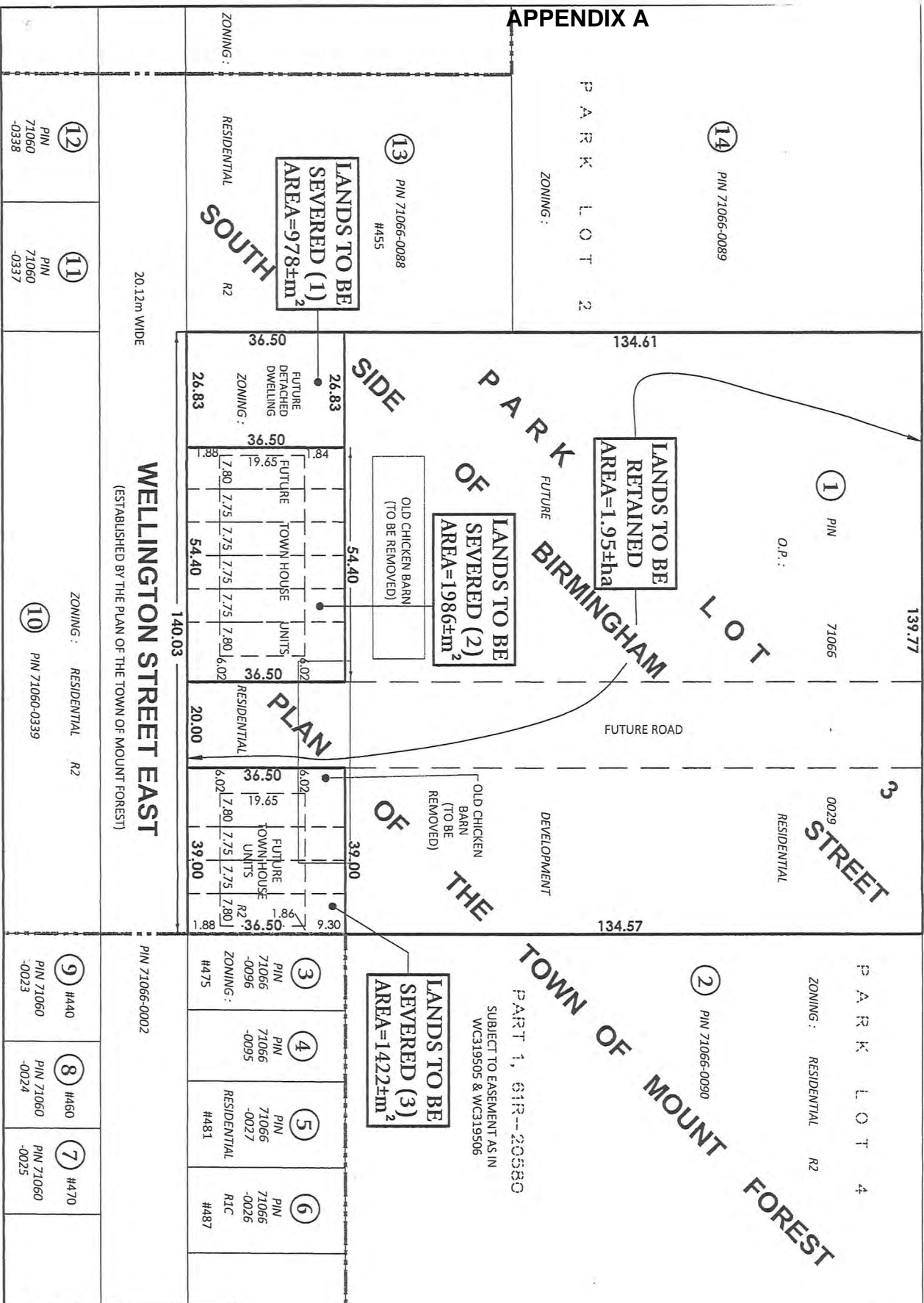
Elmira Ph: 519-669-5070 Guelph Ph: 519-821-2763 Orangeville Ph: 519-940-4110

www.vanharten.com info@vanharten.com

DRAWN BY: ARN CHECKED BY: JEB PROJECT No. 28341-20

JUL 03, 2020 - 11:40am G:\MOUNT FOREST\PLAN OF MOUNT FOREST\ACAD\SEV PLOT3 (WILSON) UTM 6.dwg

APPENDIX A





Application Location	B46/20, B47/20 & B48/20
Applicant/Owner	Part Park Lot 3, s/s Birmingham St. TOWNSHIP OF WELLINGTON NORTH (MOUNT FOREST) 2574574 Ontario Inc. (Brad Wilson)

PRELIMINARY PLANNING OPINION: These applications propose to sever three (3) vacant lots in the Urban Centre of Mount Forest for residential purposes:

Parcel ID	Lot Area	Frontage
Severed (Parcel 1)	978 m ² (10 527.4 ft ²)	26.83 m (88 ft)
Severed (Parcel 2)	1 986 m ² (21 377. 8 ft ²)	54.40 m (178.5 ft)
Severed (Parcel 3)	1 422 m ² (15 306.8 ft ²)	39.00 m (127.9 ft)
Retained (Parcel 4)	1.95 ha (4.8 ac)	20.00 m (65.6 ft)

This application is consistent with Provincial Policy and generally conforms to the County Official Plan. Planning staff recommends approved subject that the following can be addressed as conditions of approval:

- a) That driveway access can be provided to the severed and retained lands to the satisfaction of the local municipality;
- b) That servicing is available for the severed and retained lands to the satisfaction of the local municipality; and
- c) That the existing chicken barns are removed to the satisfaction of the County of Wellington Planning and Development Department and the local municipality.

A PLACE TO GROW: The subject property is located within Urban Centre of Mount Forest. Section 2.2.1.2 a) states the vast majority of growth will be directed to settlement areas that i) have a delineated built up boundary; ii) have existing or planned municipal water and wastewater systems; and iii) can support the achievement of complete communities. The subject lands represent a designated greenfield area as the lands are located outside of the existing, built boundary,

PROVINCIAL POLICY STATEMENT (PPS): The subject property is located within the Urban Centre of Mount Forest. Section 1.1.3.1 states that settlement areas shall be the focus of growth and development, and their vitality and regeneration shall be promoted.

WELLINGTON COUNTY OFFICIAL PLAN: The subject property is designated RESIDENTIAL and located within the Urban Centre of Mount Forest according to Schedule A6-1 of the Official Plan. Urban Centres are expected to provide a full range of land uses opportunities, including residential uses of various types and densities.

Within the Residential designation, a variety of housing types shall be allowed. It is understood that the subject severances are for: a single family dwelling (B46/20) and medium density uses (i.e. townhouses). Section 8.3.5 allows townhouses in areas designated as Residential, subject to the Zoning By-law and criteria, including compatibility considerations.

Section 10.6.2 states that new lots may be created in Urban Centres provided that the land will be appropriately zoned. The proposed severed lands are zoned Medium Density Residential (R2) Zone.

The matters under section 10.1.3 were also considered, including item b) “that all lots can be adequately serviced with water, sewage disposal...” and d) “that all lots will have safe driveway access to an all-season maintained public road...”.

Section 10.1.2 identifies that plans are subdivisions will normally be required for four (4) or more lots; however, planning staff are of the opinion that the subject severance applications do not warrant a plan of subdivision.

WELL HEAD PROTECTION AREA: The subject property is located within WHPA C with a vulnerability score of 6. A small portion of the site is also identified as having a vulnerability score of 6.

LOCAL ZONING BY-LAW: The subject property is currently zoned Future Development (FD) Zone and Medium Density Residential (R2) zone. The proposed severed lands are located within the R2 Zone, which permits a variety of dwelling types including single and semi-detached dwellings, three (3) and four (4) unit street townhouses etc.

Parcel 1 (B46/20) proposes to construct a single family dwelling and Parcel 2 (B47/20) and Parcel 3 (B48/20) propose to construct street townhouses. The details regarding the development of Parcel 4 (the retained lands) were not provided.

Parcel 1 and Parcel 4 meet the minimum lot area and lot frontage for a single family dwelling. Parcel 4 (the retained lands) will remain in the FD Zone until such time a development proposal is provided for consideration. Staff also notes that the subject property currently contains two (2) chicken barns which are proposed to be removed.



Parcel 2 meets the minimum lot area, frontage, and yard requirements for a 3-4 unit street townhouse or three (3) semi-detached dwellings; however, if a six (6) unit street townhouse is proposed to be constructed a zoning by-law amendment would be required for Parcel 2.

Parcel 3 meets the minimum lot area, frontage, and yard requirements for a 3-4 unit townhouse or two (2) semi-detached dwellings.

SITE VISIT INFORMATION: These preliminary comments were prepared without a site visit being conducted.

A handwritten signature in black ink that reads "Meagan Ferris".

Meagan Ferris, RPP MCIP
Senior Planner
August 4th, 2020



WELLINGTON NORTH
SEMPER PORRO

Staff Report

To: Mayor and Members of Council Meeting of August 10, 2020
From: Tammy Pringle, Development Clerk
Subject: DC2020-021, Consent Application B50-20 Harry Mulder

RECOMMENDATION

THAT Council of the Township of Wellington North receive DC Report 2020-021 being a report on Consent Application (Severance) B50-20 known as Part Lot 3, Concession 6, in the former Township of West Luther.

AND FURTHER THAT the Council of the Township of Wellington North supports consent application B50-20 as presented with the following conditions:

- **THAT** Payment be made of the fee of \$130.00 (or whatever fee is applicable at the time of clearance under the municipal Fees and Charges By-law) for a letter of clearance;
- **THAT** a Parkland dedication fee be paid (\$1,000.00/lot or part lot created, in 2020);
- **THAT** the Owner satisfy all the requirements of the local municipality, financial and otherwise for the proper and orderly development of the subject lands, including but not limited to outstanding taxes;
- **THAT** the owner enter into an agreement apportioning future maintenance costs on West Luther Municipal Drain No. 36 & West Luther Municipal Drain No. 65;
- **THAT** the owner shall provide a \$1,000.00 deposit to cover the cost of the re-apportionment of the above mentioned drain;
- **THAT** the barn and shed noted as “to be demolished” in this application as well as the two silos be demolished and the site left in a cleared and leveled condition to the satisfaction of the Chief Building Official; and
- **THAT** the retained lands be rezoned to restrict the residential development to the satisfaction of the local municipality and the County of Wellington Planning and Development Department.

AND FURTHER THAT Council authorizes the Development Clerk to file with the Secretary-Treasurer of the Planning and Land Division Committee at the County of Wellington, a letter of clearance of these conditions on completion of same.

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

N/A

BACKGROUND

The subject property is located within the North East quadrant of the Township and is geographically known as 8131 Line 6, in the former Township of West Luther.

Proposed severance is 0.518 hectares with 25m frontage, existing and proposed rural residential use with existing dwelling.

Retained parcel is 40.492 hectares with 510m frontage, existing and proposed agricultural use with existing barn & 2 sheds. Barn & 1 shed to be removed.

FINANCIAL CONSIDERATIONS

The municipality will realize \$1,130.00 in clearance fees and parkland dedication fees.

ATTACHMENTS

- APPENDIX A:
 - Severance Sketch; Reference No.: 20-14-173-00-A signed by Leo Liu at BSR&D Ontario Land Surveyors, dated July 6, 2020.
- APPENDIX B:
 - Meagan Ferris, Senior Planner
Planning and Development Department, County of Wellington: Report

STRATEGIC PLAN 2019 – 2022

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

☐ Yes

☐ No

☒ N/A

Which priority does this report support?

☐ Modernization and Efficiency

☐ Partnerships

☐ Municipal Infrastructure

☐ Alignment and Integration

Prepared By: Tammy Pringle, Development Clerk

Tammy Pringle

Recommended By: Michael Givens, Chief Administrative Officer

Michael Givens





Application	B50/20
Location	Part Lot 3, Concession 6 TOWNSHIP OF WELLINGTON NORTH (WEST LUTHER)
Applicant/Owner	Harry Mulder

PRELIMINARY PLANNING OPINION: This application would sever a 0.518 ha (1.28 ac) parcel with an existing dwelling. A vacant 40.5 ha (100 ac) agricultural parcel with two sheds would be retained. The applicant has identified that the existing barn has since been demolished and that one of the existing sheds is to be removed. This application is being submitted under the surplus farm dwelling policies.

This consent application is consistent with Provincial Policy and the County Official Plan. There are no concerns provided the following matters are addressed as conditions of approval:

- a) That driveway access can be provided to the retained lands to the satisfaction of the local municipality;
- b) That compliance with Minimum Distance Separation (MDS) is demonstrated to the satisfaction of the County of Wellington Planning and Development Department; and
- c) That the retained lands be rezoned to restrict the residential development to the satisfaction of the local municipality and the County of Wellington Planning and Development Department.

A PLACE TO GROW: The Growth Plan for the Greater Golden Horseshoe, 2019, came into effect on May 16, 2019. The result of recent changes to the Growth Plan means the natural heritage system policies and the agricultural system mapping will not apply until fully incorporated into the County’s Official Plan. All planning decisions are required to conform with the Growth Plan.

The proposed lot is located outside of any Key Natural Heritage Feature and Key Hydrological Features.

PROVINCIAL POLICY STATEMENT (PPS): Section 2.3.4.1 states “Lot creation in prime agricultural areas is discouraged and may only be permitted for: c) a residence surplus to a farming operation...

With respect to Minimum Distance Separation 1 (MDS1), the applicant has identified that there were three structures (a barn and two sheds) on the retained lands. Confirmation has been provided that the barn has been removed and a small shed is identified to be removed. One structure/shed is proposed to be retained for storage purposes (i.e. hay and equipment). Information from Municipal Property Assessment Corporation (MPAC) identifies this structure as a barn. An MDS compliance condition has been added until additional information has been reviewed.

WELLINGTON COUNTY OFFICIAL PLAN: The subject property is designated PRIME AGRICULTURAL, CORE GREENLANDS and GREENLANDS. The feature present on the retained lands is a locally significant wetland and a significant wooded area.

Section 10.3.4 allows severances to be considered for an existing residence that is surplus to a farming operation as a result of farm consolidation, provided that:

- “a) the remaining vacant farmland is large enough to function as a significant part of the overall farm unit; and
- b) the result of removing the surplus dwelling from the farm does not render the remaining farmlands difficult or inefficient to farm; and
- c) the amount of good farmland retained with the surplus house is kept to a minimum size needed for residential purposes, taking into consideration environmental and topographic features; and
- d) the surplus residence is habitable and is not expected to be demolished by a future owner; and
- e) the Minimum Distance Separation formula will be met; and
- f) the vacant parcel of farmland is rezoned to prohibit a residential use.

The intention of this policy is to allow farmers to reduce their costs of acquiring additional farm parcels, where the impact on existing and future farm operations can be kept to a minimum.”

With respect to the above criteria, staff are satisfied that this application conforms to the above criteria and that item e) and f) can be addressed as a condition of approval.

A Farm Information Form, dated June 23 2020, has been provided and confirms that this application demonstrates farm consolidation and that the dwelling to be severed is surplus to the farming operations needs.

The matters under section 10.1.3 were also considered.



WELL HEAD PROTECTION AREA: The subject property is not located within a WHPA.

LOCAL ZONING BY-LAW: The subject property is currently zoned Agricultural (A) and Natural Environment (NE) Zone. The retained parcel will need to be rezoned to restrict residential development as a condition of approval. Both the severed and retained lands meet the minimum lot area and frontage requirements of the Agricultural (A) Zone as per Section 8.2.1. b).

SITE VISIT INFORMATION: These preliminary comments were prepared without a site visit being conducted.

A handwritten signature in black ink that reads "Meagan Ferris".

Meagan Ferris, RPP MCIP
Senior Planner
August 4th, 2020



PLANNING REPORT

for the TOWNSHIP OF WELLINGTON NORTH

Prepared by the County of Wellington Planning and Development Department

DATE: July 29, 2020
TO: Mike Givens, C.A.O.
 Township of Wellington North
FROM: Matthieu Daoust, Planner
 County of Wellington
SUBJECT: **350 Cork St, Mount Forest**
Zoning By-law Amendment

Planning Opinion

The purpose of this zoning amendment is to rezone the subject lands from Medium Density Residential (R2) to site specific High Density Residential (R3-54) to permit the construction of a 6-unit cluster townhouse. The site specific provisions will provide relief from the minimum setback to a municipal drain and the required buffer area on the rear lot line.

We have no objections to the zoning amendment. The proposal is consistent with the Provincial Policy Statement and conforms to the Official Plan policies.

INTRODUCTION

The property subject to the proposed amendment is described as Part Lot 8, RP 61R20624 (Parts 5 & 6) and is Municipally known as 350 Cork St, Geographic Town of Mount Forest. The subject lands are vacant, approximately 0.32 ha (0.8 ac) in size. The location of the property is shown on Figure 1.

PROPOSAL

The purpose of this zoning amendment is to rezone the subject lands from Medium Density Residential (R2) to site specific High Density Residential (R3-54) to permit the construction of a 6-unit cluster townhouse. The site specific provisions will provide relief from the minimum setback to a municipal drain and the required buffer area on the rear lot line (figure 2).



Figure 1: Aerial Photo

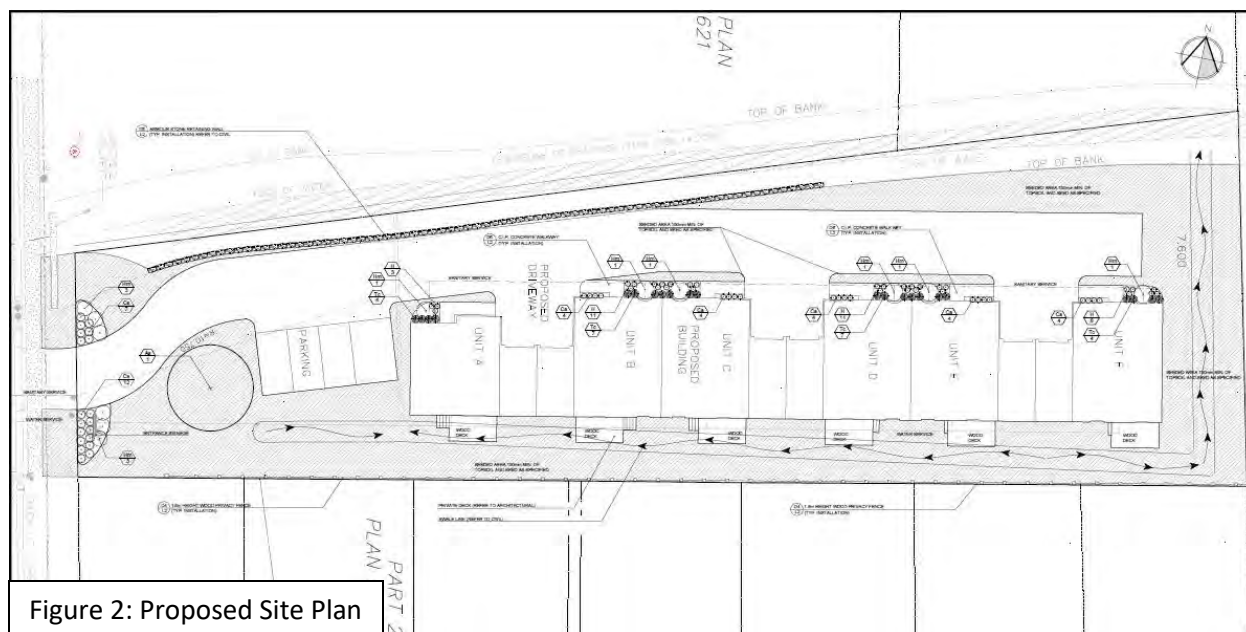


Figure 2: Proposed Site Plan

A public meeting was held on July 27th, 2020 for a zone amendment application on the lands located at 350 Cork St, Mount Forest. Residents in the surrounding homes highlighted some items for consideration during the public meeting pertaining to storm water management, emergency access, snow removal, traffic, etc.

PROVINCIAL POLICY STATEMENT (PPS)

The subject property is considered to be within a SETTLEMENT AREA. Section 1.1.3 identifies settlement areas, including urban centres such as Mount Forest, as the focus of growth and development, and their vitality and regeneration shall be promoted. Section 1.1.1 b) includes accommodating an appropriate affordable and market-based range and mix of residential types (including single-detached, additional residential units, multi-unit housing, affordable housing and housing for older persons), employment (including industrial and commercial), institutional (including places of worship, cemeteries and long-term care homes), recreation, park and open space, and other uses to meet long-term needs.

WELLINGTON COUNTY OFFICIAL PLAN

The property is within the Mount Forest Urban Centre and designated as Residential. “Townhouses and apartments, bed and breakfast establishments, group homes and nursing homes, may also be allowed subject to the requirements of the Zoning By-law and the applicable policies of this Plan.”.

Section 7.5.1 of the County Official Plan provides details on land use compatibility in Urban Centres “Urban Centres are expected to provide a full range of land use opportunities. Residential uses of various types and densities, commercial, industrial and institutional uses as well as parks and open space uses will be permitted where compatible and where services are available.”.

WELLINGTON NORTH ZONING BY-LAW

The subject lands are zoned Medium Density Residential (R2). The applicants are proposing to rezone to site specific High Density Residential (R3-54) to permit the construction of a 6-unit cluster townhouse. The site specific provisions will provide relief from the minimum setback to a municipal drain and the required buffer area on the rear lot line.

The site specific component will provide relief from Section 6.20.2c of the zoning by-law which requires a 15 m (49.2 ft) minimum required setback to a municipal drain. Upon site plan review, it appears the closest unit will be 7.8 m (25.6 ft) to the drainage ditch. The applicant has indicated that an effort was made to reconfigure and shrink the closest unit to the drainage ditch to try and reduced the required relief. Given the configuration of the lot and other required setbacks a 15 m setback to the drainage ditch would not be possible. Furthermore, the engineered stormwater management plan and grading plan will address any issues pertaining to flooding on the subject lands and surrounding properties.

Additional relief is requested from Section 6.3 of the zoning by-law which requires a planting strip or fence be installed along the rear lot line of the subject lands. The applicant has indicated relief is being requested because the area surrounding the rear lot line is already lined by mature trees. Also, the townhouses would be significantly setback from the rear lot line separated by a large grassed area. Due to the irregular configuration of the lots in the area, there are no neighboring dwellings directly abutting the rear lot line.

PLANNING DISCUSSION

Medium Density Development

Section 8.3.5 of the County Official Plan identifies that medium density development such as townhouses may be permitted in RESIDENTIAL designated areas provided that specific criteria are addressed.

The specific criteria are addressed as follows:

Policy Requirement:	Response:
a) Development should not exceed 35 units per hectare (14 units per acre) for townhouses	The proposed townhouse development is to be built with a total a 6 units on a 0.32 ha (0.8 ac) parcel. The proposed density is well under the maximum medium density of 35 units per hectare (14 units per acre) identified for townhouses.
b) The design is compatible with existing or future development on adjacent properties;	Adjacent uses include single detached dwellings and a townhouse. The proposed townhomes will be single storeys. Site design, landscaping fencing etc. will be reviewed as part of the site plan application and will consider compatibility with adjacent uses.
c) The site has a suitable size and shape to accommodate the development and required infrastructure	The subject lands are 0.32 ha (0.8 ac) in size which is suitable in size and shape for a townhouse development. Site design, grading, drainage, landscaping etc. will be reviewed as part of the site plan application.
d) Adequate services are available	Municipal servicing is available in Mount Forest. The applicants engineer is preparing updated design drawings to service the development. These details will be reviewed as part of the site plan application.

e) In the built boundary, medium density street townhouses are encouraged to locate on major roadways and arterial roads	The property is located on Cork Street.
f) Appropriate zoning is provided.	The property is proposed to be zoned Site Specific Residential R3-54 which provides standards for townhouse dwellings.

Site Plan Approval

The proposed development will be subject to Site Plan Review by the Township. Site design, grading, servicing, stormwater management, landscaping, parking, fencing etc. will be reviewed as part of the site plan review.

Draft Zoning By-law Amendment

A draft Zoning By-law amendment has been prepared for public review and Council's consideration, and is attached to this report.

Respectfully submitted

County of Wellington Planning and Development Department



Matthieu Daoust, Planner

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
BY-LAW NUMBER _____.

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

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

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

1. THAT Schedule 'A-3' of By-law 66-01 is amended by changing the zoning on lands described as Part Lot 8, RP 61R20624 (Parts 5 & 6), and is Municipally known as 350 Cork Street, Geographic Town of Mount Forest, as shown on Schedule "A" attached to and forming part of this By-law from **Residential (R2)** to **Residential Exception (R3-54)**;
2. THAT Section 32, Exception Zone 2 – Mount Forest, is amended by the inclusion of the following new exception:

32.54 Part Lot 8, RP 61R20624 (Parts 5 & 6)	R3-54	a) Notwithstanding Section 6.3, a buffer area will not be required along the rear lot line of the subject lands abutting 757 Waterloo St. b) Notwithstanding Section 6.20.2, the minimum setback to the drainage ditch shall be 7.802 m (25.59 ft).
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3. THAT except as amended by this By-law, the land as shown on the attached Schedule 'A' shall be subject to all applicable regulations of Zoning By-law 66-01, as amended.
4. THAT this By-law shall come into effect upon the final passing thereof pursuant to Section 34(21) and Section 34(22) of The Planning Act, R.S.O., 1990, as amended, or where applicable, pursuant to Sections 34 (30) and (31) of the Planning Act, R.S.O., 1990, as amended.

READ A FIRST AND SECOND TIME THIS _____ DAY OF _____, 2020

READ A THIRD TIME AND PASSED THIS _____ DAY OF _____, 2020

_____.

MAYOR

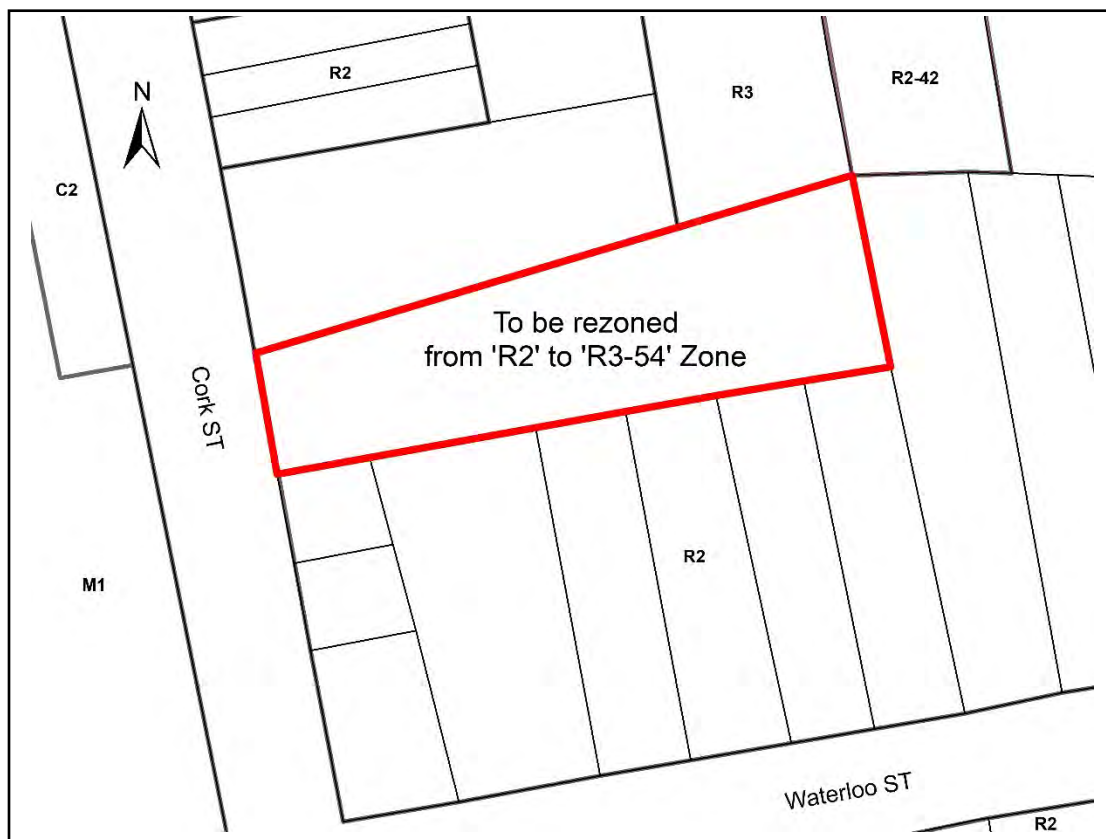
_____.

CLERK

THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NO. _____

Schedule "A"



This is Schedule "A" to By-law _____.

Passed this ____ day of _____ 2020

MAYOR_____
CLERK

EXPLANATORY NOTE**BY-LAW NUMBER _____.****THE LOCATION OF THE SUBJECT LANDS**

The property subject to the proposed amendment is described as Part Lot 8, RP 61R20624 (Parts 5 & 6) and is Municipally known as 350 Cork St, Geographic Town of Mount Forest. The property is approximately 0.32 ha (0.8 ac) in size and currently zone Medium Density Residential (R2).

THE PURPOSE AND EFFECT of the proposed amendment is to rezone the subject lands from Medium Density Residential (R2) zone to Site Specific High Density Residential (R3-54) zone to facilitate increased density and the construction of a 6-unit row townhouse. The site specific component will provide relief from the minimum required setback to a municipal drain and the required buffer area.

From: Chris McGaughey
Sent: July 29, 2020 12:37 PM
To: Tammy Pringle <tpringle@wellington-north.com>
Subject: 350 Cork Street

Good afternoon Tammy;

I don't know if additional comments can be submitted for the next meeting on August 10, 2020 regarding the rezoning from R2 to R3 on 350 Cork Street or not. I did have the opportunity to watch the meeting on Youtube when I got home. I'm not sure if I will be able to attend the next meeting but thought I'd submit my comments.

I think it's important to note that by staying R2 this is not hindering the land owner/builder from going ahead with their project in any way. The only inconvenience to them by not going to R3 is the lack of ability to build 6 townhouses instead of 4 if it were to remain R2 zoning. We should consider how the property on Queen Street looks that is just east of Cork Street beside the APC Parts store. This lot is a good example of what's going to happen to 350 Cork Street. In my opinion it was built with little regard to the neighbours in that area and has ruined any privacy for them. I definitely wouldn't want to be living in one of those houses with those buildings in my backyard.

The neighbours surrounding 350 Cork Street obviously have some valid concerns and by remaining in R2 zoning and only building 4 townhouses would give them a lot more room to address all of these concerns and respect the neighbours that live here. We need to keep in mind this is a business opportunity for this landowner by renting out these town houses even though it's on a residential lot. Should we be changing this zoning to allow someone to make a higher profit and disregard the surrounding neighbours and the look of the area?

I want to note that I support and think it is a great idea having housing for seniors and people with disabilities. We do need more housing for them especially with the growth of projected people retiring in the future. These are some of the most quiet neighbours you could have and suits this area quite well. However, we can still accomplish this with the current zoning intact. All of us that live here have adhered to this zoning and these bylaws are in place to protect the area we live in.

I would like to be informed on this decision regarding the August 10, 2020 meeting as well.

Kind Regards,
Chris McGaughey and Noelle Jones
790 Waterloo Street
Mount Forest, Ontario
N0G 2L3



Staff Report

To: Mayor and Members of Council Meeting of August 10, 2020

From: Tammy Pringle, Development Clerk

Subject: DC2020-022, Pre-Servicing Agreement – Eastridge Landing Phase III & IV
52 – 97 Schmidt Drive, Arthur

RECOMMENDATION

THAT Council of the Township of Wellington North receive DC Report 2020-022 being a report on a Pre-Servicing Agreement for Eastridge Landing Subdivision, Phase III & IV legally known as: WEST LUTHER CON 1 PT LOT 1 CHADWICK AND ANDERSON'S SURVEY PLAN 120 LOTS 118 TO 121 PT LOTS 110 TO 113 122 169 170 PT LORNE AVE AND 16.5 FOOT RESERVE R

AND FURTHER THAT the Council of the Township of Wellington North:

- Enter into a Pre-Servicing Agreement for a section of Eastview Drive, Schmidt Drive and Walsh Street with 2073022 Ontario Inc. in the form, or substantially the same form, as the draft agreement; and
- The Mayor and the Clerk of the Corporation be authorized and directed to sign a By-Law to enter into the Agreement on behalf of the Corporation.

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

N/A

BACKGROUND

Subject Lands

The property is located in the South East quadrant of the Township and is geographically known as 52 – 97 Schmidt Drive in the Town of Arthur.

The Proposal

2073022 Ontario Inc. (James Coffey) has expressed desire to position Phase III & IV of their Eastridge Landing Subdivision for development in 2020.

Final acceptance for the entirety of Phase II municipal infrastructure has been completed as of October 31st, 2019. Final release of all remaining Phase II securities were released on November 4th, 2019.

Staff have worked with James Coffey to develop a pre-servicing agreement which lays out the municipal works required and the conditions of construction.

Existing Policy Framework

The subject lands are designated (H) R2, Medium Density Residential Holding Zone and FD, Future Development in the Township of Wellington North Zoning By-Law 66-01 and Residential and Future Development 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 with authorizing by-law is attached.

FINANCIAL CONSIDERATIONS

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

ATTACHMENTS

- APPENDIX A:
 - Site Plan
- APPENDIX B
 - Pre-Servicing Agreement

STRATEGIC PLAN 2019 – 2022

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

☒ Yes

☐ No

☐ N/A

Which priority does this report support?

☐ Modernization and Efficiency

☐ Partnerships

☒ Municipal Infrastructure

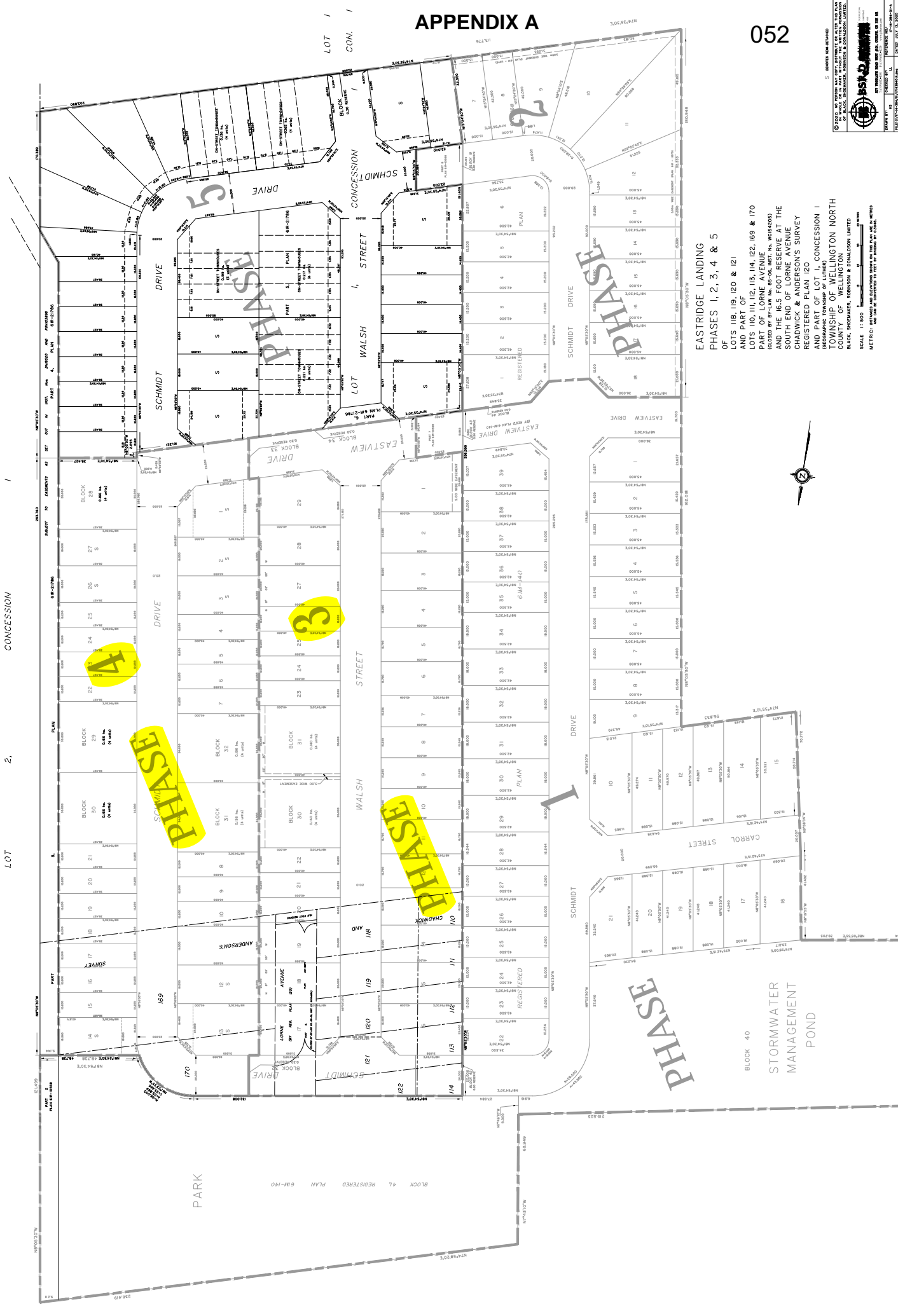
☒ Alignment and Integration

Prepared By: Tammy Pringle, Development Clerk

Tammy Pringle

Recommended By: Michael Givens, Chief Administrative Officer

Michael Givens



PRE-SERVICING DEVELOPMENT AGREEMENT

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

B E T W E E N:

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

(the “Township”)

- and -

2073022 ONTARIO INC.

(the “Owner”)

WHEREAS:

- A. The Owner is the owner of the lands described in Schedule “A” (the “Owner’s Lands”);
- B. The Township is the owner of the streets and storm water management pond from which the Owner’s Lands are to be serviced and as described in Schedule “B” (the “Township Lands”);
- C. The County of Wellington Planning and Land Division Committee has approved Phase 3 of the Eastridge Landing subdivision pursuant to the County of Wellington Notice of Draft Approval dated April 5, 2016 (the “Development Lands”) subject to the conditions of approval as attached at Schedule “C” (the “Conditions of Approval”);
- D. The Conditions of Approval requires the Owner to enter into agreements with the Township for the provision of municipal services and the development of the Development Lands (this “Agreement”);
- E. The Owner wishes to commence installation of certain works within the proposed plan of subdivision prior to the execution of the subdivision agreement, such works as described in Schedule “D” (the “Works”); and,
- F. The Township is prepared to permit the Owner to commence installation of the Works as requested, in accordance with the following terms and conditions.

NOW THEREFORE in consideration of the premises and terms contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, the parties agree as follows:

- 1. **Permission.** The Township hereby grants permission for the Owner to commence installation of the Works on or in the Owner’s Lands, within the proposed plan of subdivision prior to the execution of the subdivision agreement.
- 2. **Acknowledgment of Owner.** The Owner acknowledges that:
 - (i) by proceeding with the Works in advance of execution of the subdivision agreement, it is doing so totally at its own risk;

- (ii) proceeding with the Works in advance of execution of the subdivision agreement, is not based upon any representation from the Township as to when any remaining site servicing for the development may be provided;
 - (iii) by granting this permission, the Township makes no representation that the Owner is not required to comply fully with all applicable conditions of approval of the plan of subdivision, prior to receipt of final approval and tender for registration of the plan of subdivision; and,
 - (iv) by granting this permission, the Township makes no representation that the Township is not able to impose further conditions of subdivision prior to final approval.
3. **Compliance with By-laws, Rules and Regulations.** The Owner agrees to comply with all federal, provincial and municipal laws, rules, regulations and by-laws.
 4. **Hours of Installation.** The Owner agrees to limit the hours of installation of the Works within the proposed plan of subdivision from 7:00 a.m. to 6:00 p.m. or such other hours as set by the Township.
 5. **Right of Entry.** The Owner agrees to allow the Township, its employees, servants and agents, to enter the Owner's Land within the proposed plan of subdivision at all reasonable times and for all reasonable purposes, including and without limiting the generality of the foregoing; for all necessary inspections, to correct any deficiencies and to eliminate any nuisances arising from or relating to the installation of the Works.

The Owner shall forthwith, upon demand, pay the Township for all costs incurred by the Township in undertaking any of the aforesaid actions.
 6. **Indemnification.** The Owner shall and does hereby indemnify and save harmless the Township and its servants, agents and employees from all damages, actions, causes of actions, suits, claims and demands whatsoever which may arise directly or indirectly by reason of the installation of the Works within the proposed plan of subdivision by the Owner, including, without limitation, damages to existing municipal infrastructure, and the costs to rectify deficiencies and eliminate any nuisances (including the clean-up of existing roads).
 7. **Withdrawal of Permission.** The Township may withdraw its permission for the installation of the Works, at any time, if the Township, in its sole opinion, deems it to be in the best interests of the Township. Upon such withdrawal, the Owner shall forthwith cease further work with respect to the Works on or in the Owner's Land within the plan of subdivision.
 8. When, pursuant to paragraph 7 above, the Township withdrawn its permission, the Owner agrees that it shall have no claim whatsoever against the Township with respect to this Agreement, the permission granted or any installation of the Works performed prior to withdrawal of the permission.
 9. **Revocation of Grant.** In any event, this grant of permission shall be automatically revoked upon registration of the plan of subdivision on title to the Lands.

10. **Construction of the Works.** The Owner covenants and agrees to construct the Works including the installation of water service, sanitary sewer, storm sewer, hard surface roadway treatment, curbs, gutter, sidewalk and other municipal services pursuant to the plans described in Schedule “D” (the “Works”), in accordance with the engineer’s drawings and to the standard and satisfaction of the Township. The Owner covenants and agrees to submit the tender package for the Works including drawings and specifications to the Township for its approval prior to release of the tender package.
11. The Parties estimate the costs of works as detailed in Schedule “E” (the “Estimated Costs of the Works”). The Owner shall pay 100% of the Estimated Costs of Works as detailed in Schedule “E” and agrees to pay for the entire actual costs even if such costs are greater than the estimate in Schedule E.
12. The Owner covenants and agrees to locate any utilities to the satisfaction of the Township.
13. **Engineering Inspection.** During construction and installation of the Works, the Owner shall have on-site engineering inspection in place to the satisfaction of the Township to ensure compliance with the required and approved engineer’s plans.
14. **Security.** Prior to the commencement of construction of the Works and obligations required under this Agreement, the Owner shall file with and deliver to the Township either a banker’s draft made payable to the Township or an irrevocable Letter of Credit from a Canadian chartered bank or other financial institution satisfactory to the Township, to guarantee all the provisions of this Agreement pertaining to the Works (the “Security Deposit”). The Security Deposit shall be equivalent to 100% of the Estimated Costs of the Works.
15. Upon substantial completion of the Works including sanitary services, water services, storm services, catch basins, catch basin laterals, curbs, gutters, sidewalks, gravel road platform, subdrain, base lift of asphalt, and all other road and servicing work, the Owner may submit in writing to the Township an application for a reduction of the securities amount. Said application must be accompanied by a certification letter from the Owner’s Engineer, that confirms the completed Works have been constructed in accordance to the approved drawings (Schedule “D”) and the Township of Wellington North’s Municipal Servicing Standards, along with the Owner’s submission of a Statutory Declaration of Accounts Paid in a format that is acceptable to the Township. Within 20 days of the request, the Township Engineer shall examine the constructed Works and issue to the Township a letter of recommendation regarding securities reductions. The value of the reduction shall be established by the Township Engineer based on Schedule “E” and based on the value of the Works remaining to be completed by the Owner plus ten percent (10%) of the value of the Works completed to the date of the application. At no time shall the securities value be less than \$30,000 throughout the maintenance period. No further reductions will be permitted until the maintenance period has expired and all deficiencies rectified by the Owner in accordance with paragraphs 17 and 18 below.
16. The Security Deposit shall be kept in full force and effect until such time as the Owner’s engineer confirms and the Township accepts that:

- (i) the Owner has constructed the Works, the maintenance period has expired and all remedial work and deficiencies have been corrected as described in paragraph 18 below;
 - (ii) the Owner has completed the grading as described in paragraph **Error! Reference source not found.**; and
 - (iii) the Owner has performed all of its obligations under this Agreement; or,
 - (iv) this grant of permission has been automatically revoked upon registration of the plan of subdivision on title to the Lands pursuant to paragraph 9 above and alternative security has been arranged pursuant to the subdivision agreement.
17. **Maintenance Period.** Subject to paragraph 18 below, the Owner guarantees the performance of the Works for a period of two (2) years after the completion of the Works (the “maintenance period”).
18. Upon expiry of the maintenance period, the Owner’s engineer shall provide a letter to the Township confirming all of the deficiencies have been corrected. Such letter will act as notice for a request to the Township Engineer to conduct a maintenance clearance inspection, such inspection shall be conducted within twenty (20) days after receipt of the notice.
19. **As-Built Drawings.** Within six (6) months from the completion of the Works and the Approved Grading Plans, the Owner shall file with the Township, completed as-built engineer’s drawings satisfactory to the Township.
20. **The Township’s Professional Fees and Disbursements.** The Owner shall reimburse the Township for all of its engineering and legal expenses including professional fees and disbursements in connection with the development and implementation of this Agreement and further the Owner shall pay the sum of FIVE THOUSAND DOLLARS (\$5,000.00) to the Township on or before the signing of this Agreement as a deposit toward such professional fees and disbursements. At the time that the deposit has been depleted below the sum of FIVE HUNDRED DOLLARS (\$500.00) the Owner shall pay another deposit in the same or lesser amount as determined by the Township, and if necessary thereafter such further deposits shall be made until the depletion of the amount of any deposit on hand below the sum of \$500.00 until the requirements under paragraphs 10, 11, **Error! Reference source not found.**, **Error! Reference source not found.**, 14, 16, and 17 above have been completed. Without limiting the foregoing, the Owner shall reimburse the Township for all of the Township’s own engineering costs relating to approvals required from the Township under this Agreement.
21. **Local Services.** The Owners acknowledges and agrees that the requirement to construct the services and facilities under this Agreement is pursuant to the Condition of Approval under Section 51(25) of the *Planning Act* and these are local services pursuant to subsection 59 (2) of the *Development Charges Act, 1997* installed by or paid for by the Owner.
22. **Development Charges Credits.** The Owner hereby releases and forever discharges the Township from any and all claims relating to payments under this Agreement, for credits

against Development Charges payable under any by-law of the Township passed under the *Development Charges Act, 1997* with respect to the development of the Development Lands.

23. **MOECP Approvals.** The Owner shall ensure that all necessary permits or certificates from the Ministry of the Environment, Conservation and Parks have been obtained at its sole cost with respect to the Works and obligations required under this Agreement prior to the commencement of any of the Works and obligations requiring such permit or certificate.
24. **Insurance.** The Owner shall obtain an insurance policy insuring against all damages or claims for damage satisfactory to the Township. Such policy or policies shall be issued in the joint names of the Owner, the Township and the Township's consulting engineer and the form and content shall be subject to the approval of the Township. The minimum limits of such policy shall be \$2,000,000.00 all inclusive, but the Township shall have the right to set higher amounts. The policy shall be in effect for the period during which the Township holds the Security Deposit. 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.
25. **Registration of Agreement.** This Agreement shall be registered against the Owner's Lands until immediately prior to the registration of the subdivision agreement.
26. **Construction Act.** The Owner covenants and agrees that it will hold back in its payments to any contractor or supplier to the Works, such amounts as may be required under the provisions of the *Construction Act*. The Owner agrees to indemnify and save harmless the Township from and against all claims, demands, actions, causes of action and costs resulting from any construction being performed by the Owner, its agents and assigns pursuant to the requirements of this Agreement. On demand by the Township, the Owner will take such steps as may be necessary to immediately discharge all liens registered upon any Township lands failing which the Township may take any steps necessary to discharge same and the Owner shall be liable for all costs on a full indemnity basis.
27. **Waiver.** The failure of the Township at any time to require performance by the Owner of any obligation under this Agreement shall in no way affect its right thereafter to enforce such obligation, nor shall the waiver by the Township of the performance of any obligation be taken or be held to be a waiver of the performance of the same or any other obligation at any later time. The Township shall specifically retain its rights at law to enforce this Agreement.
28. **No Challenge to Agreement.** The parties covenant and agree with each other not to call into question or challenge, directly or indirectly, in any proceeding or action in court, or before any administrative tribunal, the party's right to enter into and enforce this Agreement. The law of contract applies to the Agreement and the parties are entitled to all remedies arising from it.

- 29. **Enforcement.** The Owner acknowledge that the Township, in addition to any other remedy it may have at law, shall also be entitled to enforce this Agreement in accordance with Section 446 of the *Municipal Act, 2001* as amended.

- 30. **Development Lands.** It is agreed and understood that the Owner intend to develop the Development Lands and such development will be facilitated by the construction of the Works. Prior to such development, the Owner may be required to enter into other agreements with the Township in accordance with its normal policies and applicable laws for land development.

- 31. **Enurement Clause.** The covenants, agreements, stipulations, declarations and provisions contained herein shall run with the lands and shall be binding upon the Owner and their heirs, administrators, successors and assigns and the benefit thereof shall enure to the Township and its successors and assigns.

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IN WITNESS WHEREOF this Agreement has been signed by the parties on the date first mentioned above.

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

ANDY LENNOX – Mayor

KARREN WALLACE - Clerk
We have authority to bind the corporation.

2073022 ONTARIO INC.

Name, Title

Name, Title
I/we have the authority to bind the
corporation

**Schedule “A”
DESCRIPTION OF THE OWNER’S LANDS**

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

LOTS 118, 119, 120 & 121, PTS LTS 110 TO 113, 122, 169 & 170, PT LORNE AVENUE CLOSED BY BY-LAW NO. 85-06 REGISTERED AS WC154205 AND PT 16.5 FOOT RESERVE SOUTH OF LORNE AVENUE, CHADWICK AND ANDERSON'S SURVEY PL 120, AND PT LOT 1 CONCESSION 1 WEST LUTHER BEING PTS 3 & 4, 61R10568; S/T EASEMENT OVER PT 3, 61R10568 AS IN DN18520 (RON103898); TOWNSHIP OF WELLINGTON NORTH

PIN: 71104-0573

LRO #61

**Schedule “B”
DESCRIPTION OF THE TOWNSHIP LANDS**

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

1. Schmitt Drive

SCHMITT DRIVE, PLAN 61M140, VILLAGE OF ARTHUR; TOWNSHIP OF WELLINGTON NORTH

PIN: 71104-0537

2. the extension of Schmitt Drive

PT LTS 113 & 114 CHADWICK AND ANDERSON'S SURVEY PL 120 - PT 6 61R10568; WELLINGTON NORTH

PIN: 71104-0540

3. Eastview Drive

EASTVIEW DRIVE, PLAN 61M140, VILLAGE OF ARTHUR; TOWNSHIP OF WELLINGTON NORTH

PIN: 71104-0539

4. the extension of Eastview Drive

PT LT 1 CON 1 WEST LUTHER - PT 7 61R10568 ; WELLINGTON NORTH

PIN: 71104-0541

5. Storm Water Management Pond

BLOCK 40, PLAN 61M140, VILLAGE OF ARTHUR; TOWNSHIP OF WELLINGTON NORTH

PIN: 71104-0530

Schedule "C"
COPY OF THE CONDITIONS OF APPROVAL



PLANNING AND DEVELOPMENT DEPARTMENT
 GARY A. COUSINS, M.C.I.P., DIRECTOR
 T 519.837.2600
 T 1.800.663.0750
 F 519.823.1894

COUNTY OF WELLINGTON

ADMINISTRATION CENTRE
 74 WOOLWICH STREET
 GUELPH ON N1H 3T9

NOTICE OF DECISION
Application for Approval of Draft Plan of Subdivision
Under Subsection 51(37) of the Planning Act

Approval Authority: County of Wellington

File Number: 23T-13001 – 2073022 Ontario Inc. – J. Coffey (Eastridge Landing Phase 3)

IN THE MATTER OF AN APPLICATION for Draft Plan of Subdivision being Lots 118, 119, 120 121 & Pt Lots 110, 111, 112, 113, 114, 122, 169 & 170; Part of Lorne Avenue & 16.5' reserve at south end of Lorne Ave, Chadwich & Anderson's Survey – Registered Plan 120; Part Lot 1, Concession 1, geographic Township of Luther, now Township of Wellington North in the County of Wellington

TAKE NOTICE that the Corporation of the County of Wellington gave approval for an application for draft plan of subdivision Wellington County File No. 23T-13001 on February 25, 2016 under Section 51(31) of the Planning Act, R.S.O. 1990, c.P.13, as amended in respect of being Lots 118, 119, 120 121 & Pt Lots 110, 111, 112, 113, 114, 122, 169 & 170; Part of Lorne Avenue & 16.5' reserve at south end of Lorne Ave, Chadwich & Anderson's Survey – Registered Plan 120; Part Lot 1, Concession 1, geographic Township of Luther, now Township of Wellington North in the County of Wellington subject to conditions of approval.

AND TAKE NOTICE that any person or public body may appeal the decision to approve or refuse the draft plan of subdivision, the lapsing provision (if applicable) or any of the conditions of the approval of the draft plan of subdivision (if applicable) to the Ontario Municipal Board, by filing with the Director of Planning and Development for the County of Wellington, not later than **March 16, 2016** a written notice of appeal setting out the reasons for appeal.


AND THAT the applicant or any public body may, at anytime before the approval of the final plan of subdivision, under Section 51(58) of the Planning act, appeal any of the conditions imposed by the Corporation of the County of Wellington by filing with the Director of Planning and Development a written notice of appeal that must set out the reasons in support of the appeal, accompanied by a certified cheque or money order the applicable fee of \$125.00, made payable to the Minister of Finance of Ontario.

You will be entitled to receive notice of any changes to the conditions of approval of the draft plan of subdivision if you have either made a written request to be notified of the decision to approve or refuse to approve the draft plan of subdivision, or made a written request to be notified of changes to the conditions of approval of the draft plan of subdivision.

NOTE: Only individuals, corporations or public bodies may appeal decision in respect to a proposed plan of subdivision to the Ontario Municipal Board. A notice of appeal may not be filed by an unincorporated association or group. However, a notice of appeal may be filed in the name of an individual who is a member of the association or group.

A copy of the draft plan, decision, including the conditions, is attached. Additional information regarding the proposed plan of subdivision is available to the public for inspection in the Planning and Development Department of the County of Wellington, as well as at the Municipal Offices for the Township of Guelph/Eramosa during regular business hours.

DATED at the City of Guelph, County of Wellington Administration Centre, this 25th day of February, 2016


 Gary A. Cousins, R.P.P., M.C.I.P.
 Director of Planning

THE CORPORATION OF THE COUNTY OF WELLINGTON

DECISION OF THE CORPORATION OF THE COUNTY OF WELLINGTON

With respect to an application by 2073022 Ontario Inc. – J. Coffey (Eastridge Landing Phase 3) pursuant to the provisions of Section 51 of the Planning Act, R.S.O. 1990 as amended for approval of a residential plan of subdivision, being Lots 118, 119, 120 121 & Pt Lots 110, 111, 112, 113, 114, 122, 169 & 170; Part of Lorne Avenue & 16.5' reserve at south end of Lorne Ave, Chadwich & Anderson's Survey – Registered Plan 120; Part Lot 1, Concession 1, geographic Township of Luther, now Township of Wellington North in the County of Wellington:

THAT the application by 2073022 Ontario Inc. – J. Coffey (Eastridge Landing Phase 3) for a residential Draft Plan of Subdivision is hereby approved, subject to the following conditions of approval:

No.	Condition:
1.	THAT this draft approval applies to the draft plan, County of Wellington File No. 23T-13001, draft plan Project No. 11-8999-6, as lastly revised on September 5, 2012 by Ian D. Robinson, O.L.S. Black Shoemaker Robinson & Donaldson, showing 37 Single Family residential lots (Lots 3-14, 20-26, 33-39, 44-54); 38 Semi-detached lots (Lots 1,2,15-19, 27-32, 40-43, 55, 56); 28 unit On-Street Townhouses(Blocks 57-63) 0.300 Reserve (Block 64); Streets (1.782 ha) being a total area of 6.608 hectares.
2.	THAT prior to final approval by the County of Wellington, the County of Wellington is to be advised by the Township of Wellington North that appropriate zoning is in effect for this proposed subdivision. The phases of the subdivision shall be placed in a 'holding' zone until the Township of Wellington North is satisfied that adequate services are available and allocated for each phase.
3.	THAT prior to final approval by the County of Wellington, the owner relinquish the draft plan approval of Subdivision 23T-89011 (Edelbrook Bros.) and close the subdivision file to the satisfaction of the County of Wellington.
4.	THAT prior to final approval by the County of Wellington, the County of Wellington is to be advised by the Township of Wellington North that appropriate zoning is in effect for the lands within Subdivision 23T-89011 (Edelbrook Bros) to restrict development of the lands.
5.	THAT the streets shown in this draft plan shall be dedicated to the Township of Wellington North as public highway and the streets shall be named to the satisfaction of the Township of Wellington North and where those streets are not extensions of existing streets, that such new street names shall not be duplicates in spelling or phonetic sounding of street names elsewhere in the County of Wellington.
6.	THAT the Owner agrees in writing to satisfy all the requirements, financial and otherwise, which the Township of Wellington North may deem to be necessary.
7.	THAT the Subdivision Agreement between the Owner and the Township of Wellington North shall contain provisions whereby the Owner shall prepare and implement a construction traffic access

and control plan for all phases of servicing and building construction to the satisfaction of the Township and include provisions that all damage or maintenance required to surrounding streets as a result of such traffic shall be at the Owner's cost.

8. THAT such easements as may be required for utility, telecommunication services, servicing and storm water management or drainage purposes shall be granted to the appropriate authority.
9. THAT the Subdivision Agreement between the Owner and the Township of Wellington North contain phasing arrangements acceptable to the Township of Wellington North,
10. THAT the subdivision agreement between the Owner and the Township of Wellington North shall provide for the installation of a piped water supply system subject to the approval of the Ministry of the Environment, and furthermore, shall provide for the Township of Wellington North to assume ownership and operation of the system.
11. THAT prior to final approval and registration of any phase of the plan, the Township of Wellington North shall confirm to the satisfaction of the County of Wellington that an adequate water supply is available and has been allocated for the applicable plan or phase or that satisfactory arrangements have been made to ensure that an adequate water supply will be available when required.
12. THAT prior to final approval and registration of any phase of the plan, the Township of Wellington North shall confirm to the satisfaction of the County of Wellington either that adequate sewage capacity is available and has been allocated in the sewage collection system for the subject plan or phase, or that satisfactory arrangements have been made to ensure that adequate capacity will be available when required.
13. THAT the subdivision agreement between the Owner and the Township of Wellington North contain wording to the effect that all agreements of purchase and sale shall ensure that all persons who make first purchases of land within the plan of subdivision after final approval of the subdivision plan, are informed when land is transferred, of all the development charges related to this development.
14. THAT prior to any grading or construction on the site and prior to the registration of the plan, the owners or their agents submit the following plans and reports to the satisfaction of the Grand River Conservation Authority:
 - a) A final stormwater management report in accordance with the Preliminary Stormwater Management and Servicing Report;
 - b) An erosion and siltation control plan in accordance with the December 2006 Erosion and Sediment Control Guidelines for Urban Construction, indicating the means whereby erosion will be minimized and silt maintained on site throughout all phases of grading and construction.
 - c) Detailed lot grading and drainage plans.
15. THAT the subdivision Agreement between the owners and the Township of Wellington North contain provisions for the completion and maintenance of the works in accordance with the approved plans and reports noted in Condition 14 above.
16. THAT the subdivision Agreement between the owners and the Township of Wellington North contain the following text:

"The owner covenants and agrees to provide the Township of Wellington North with evidence that satisfactory arrangements, financial and otherwise, have been made with Canada Post Corporation for the installation of Community Mail Boxes (CMB) as required by Canada Post Corporation as shown on the approved draft plan at the time of sidewalk and/or curb installation.

The owner further covenants and agrees to provide notice to prospective purchasers of the locations of CMBs and that home/business mail delivery will be provided via CMB, provided the owner has paid for the activation and equipment installation of the CMBs."

17. THAT prior to final approval by the County of Wellington, the Owner agrees in writing satisfactory to Canada Post Corporation to:
 - a) Consult with Canada Post to determine suitable permanent locations for the Community Mail Boxes. The owner will then indicate these locations on the appropriate servicing plans.
 - b) display a map on the wall of the sales office in a place readily accessible to potential homeowners that indicates the location of all Community Mail Boxes within the development, as approved by Canada Post.
 - c) include on all offers of purchase and sale, a statement that advises the prospective purchasers that mail will be delivered via Community Mail Box. The owner also agrees to note the locations of all Community Mail Boxes within the development, and to notify affected homeowners of any established easements granted to Canada Post to permit access to the community Mail Box.
 - d) work with Canada Post to determine and provide temporary suitable Centralized Mail Box locations which may be utilized by Canada Post until the curbs, boulevards and sidewalks are in place in the remainder of the subdivision;
 - e) provide the following for each Community Mail Box site and to include these requirements on the appropriate servicing plans:
 - i) Any required walkway across the boulevard, per municipal standards.
 - ii) Any required curb depressions for wheelchair access, with an opening of at least two metres.
18. Canada Post's multi-unit policy, which requires that the owner/developer provide the centralized mail facility at their own expense, will be in effect for buildings and complexes with a common lobby, common indoor or sheltered space.
19. THAT the subdivision agreement between the Owner and the Township of Wellington North shall contain provisions whereby the Owner shall make satisfactory arrangements with the appropriate Hydro Provider for the provision of permanent and/or temporary electrical services to this plan.
20. THAT the subdivision agreement between the Owner and the Township of Wellington North shall contain provisions to address the provision of adequate sidewalks, lighting and snow removal and which are satisfactory to the Upper Grand District School Board and to the Township of Wellington North in respect of the means whereby the children can walk safely to school or to school bus "student collection areas".
21. THAT the subdivision agreement between the Owner and the Township of Wellington North be registered against the lands to which it applies; and that a copy of the subdivision agreement as registered be filed with the County.
22. THAT the Owner shall agree in the Subdivision Agreement, in words satisfactory to Bell Canada, to grant to Bell Canada 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 Bell Canada facilities or easements, the owner/developer shall be responsible for the relocation of such facilities or easements. Note cabling easement may be required.
23. THAT the Owner agrees in writing satisfactory to the Upper Grand District School Board to provide the Upper Grand District School Board with a digital file of the plan of subdivision in either

- ARC/INFO** export or **DXF** format containing the following information: parcel fabric, and street network
24. THAT the Owner provide, to the satisfaction of the County of Wellington Planning Department, a copy of the final plan of subdivision created in Autocad (.dwg) format and submitted on CD (compact disc) media or by email.
 25. THAT the Owner's surveyor provide to the County of Wellington a copy of the deposited Reference Plan submitted to the Land Registry/Titles Office for Wellington (No. 61) for "First Registration Under the Land Titles Act, R.S.O. 1990, c.L.5".
 26. THAT, if final approval is not given to this draft plan No. 23T-13001 within five years of draft approval and if no extensions have been granted pursuant to subsection 51(33) of the Planning Act, draft approval shall lapse under subsection 51(32) of the Planning Act, R.S.O. 1990. If the Owner wishes to request an extension to draft approval, a written explanation, together with a resolution from the Township of Wellington North must be received by the Director of Planning for the County of Wellington **prior to the lapsing date of February 26, 2021.**
 27. THAT the Owner have prepared by an Ontario Land Surveyor a final plan in accordance with the Surveys Act, and with the Registry Act or the Land Titles Act, as the case may be and have provided that plan (*being 2 mylars and 4 white prints – one white print with Ontario Surveyors Association sticker attached*) to the Director of Planning and Development for the County of Wellington prior to the lapsing date.
 28. THAT the County of Wellington be advised in writing by the **Township of Wellington North that conditions 2, 4-7, 9-13, 15-16, 19-22** have been satisfied.
 29. THAT the County of Wellington be advised in writing by the **Grand River Conservation Authority that condition 14** has been satisfied.
 30. THAT the County of Wellington be advised in writing by the **Canada Post that condition 17 & 18** has been satisfied.
 31. THAT the County of Wellington be advised in writing by the **Bell Canada how condition 22** has been satisfied.
 32. THAT the County of Wellington be advised in writing by the **Upper Grand District School Board how condition 20** has been satisfied.
 33. THAT the Owner remit to the County of Wellington the applicable final approval fee when the final plan is being presented to the County of Wellington for the County's consideration for final plan approval.

NOTES to DRAFT APPROVAL

1. It is the Applicant's responsibility to fulfill the conditions of draft approval and to ensure that the required clearance letters are forwarded by the appropriate agencies to the County of Wellington, (to the attention of the: Director of Planning and Development, 74 Woolwich Street, Guelph, ON N1H 3T9), and quoting the County's file number **(23T-13001)**.
2. We suggest that you make yourself aware of the following subsections of the Land Titles Act:
 - subsection 143(1) requires that all new plans be registered in a Land Titles system if the land is situated in a land titles division; and
 - subsection 143(2) allows certain exceptions.
3. If the agency condition(s) concerns a condition(s) in the subdivision agreement, a copy of the applicable agreement should be sent to them. This will expedite clearance of the final plan.
4. Payment of a clearance letter fee may be required by the clearing agencies before the clearance letter is issued; please contact the appropriate agency for information regarding this matter.
5. An electrical distribution line operating at below 50,000 volts might be located within the area affected by this development or abutting this development. Section 186 - Proximity of the Regulations for Construction Projects in the *Occupational Health and Safety Act*, requires that no object be brought closer than 3 metres (10 feet) to the energized conductor. It is the proponent's responsibility to be aware, and to make all personnel on site aware, that all equipment and personnel must come no closer than the distance specified in the Act. They should also be aware that the electrical conductors can raise and lower without warning, depending on the electrical demand placed on the line. Warning signs should be posted on the wood poles supporting the conductors stating "**DANGER - Overhead Electrical Wires**" in all locations where personnel and construction vehicles might come in close proximity to the conductors.
6. The Developer is hereby advised that prior to commencing any work within the Plan, the Developer must confirm that sufficient wire-line communication/telecommunication infrastructure is currently available within the proposed development to provide communication/telecommunication in service to the proposed development. In the event that such infrastructure is not available, the Developer is hereby advised that the Developer may be required to pay for the connection to and/or extension of the existing communication/telecommunication infrastructure. If the Developer elects not to pay for such connection to and/or extension of the existing communication/telecommunication infrastructure, the alternative communication/telecommunication facilities are available within the proposed development to enable, at a minimum, the effective delivery of communication/telecommunication services for emergency management services (i.e.911 Emergency Services).
7. The Developer is hereby advised that prior to the issuance of a building permit, Education Development Charges shall be collected on behalf of the Wellington Catholic District School Board and the Upper Grand District School Board.
8. **Clearances are required from the following agencies:**

Township of Wellington North	Bell Canada
Grand River Conservation Authority	Canada Post
Upper Grand District School Board	
9. All measurements in the subdivision final plan must be presented in metric units.
10. The final plan approved by the County of Wellington must be registered within 30 days of final approval or the County of Wellington may withdraw its approval under subsection 51(59) of the Planning Act, R.S.O. 1990, as amended.

Schedule “D”
DESCRIPTION OF THE WORKS TO BE CONSTRUCTED

The following list is a summary of the Works required in general terms only:

All of the above noted Works are to be installed, constructed or provided as shown on or in accordance with the provisions, conditions and standards set out in this Agreement and the following documents and drawings approved by the Township’s Engineer and where applicable the Grand River Conservation Authority:

1. “Eastridge Landing Subdivision, Phases III and IV, Arthur, Ontario, Township of Wellington North Project #070119” Engineer’s Drawings prepared by K. J. Behm & Associates Inc.. Consulting Engineers, 55 Erb Street Est, Suite 101, Waterloo, Ontario N2J 4K8 including the following drawings:
 - (i) EXISTING CONDITIONS PLAN DWG. No. PRE-1, Revision #4, dated 22/06/20 and bearing the signature and seal of K. J. Behm, P. Eng., Registered Professional Engineer
 - (ii) POST- DEVELOPMENT STORM DRAINAGE AREAS DWG No. PD-1, Revision #10, dated 22/06/20 and bearing the signature and seal of K. J. Behm, P. Eng., Registered Professional Engineer
 - (iii) SANITARY SEWER DRAINAGE PLAN DWG No.SA-1, Revision #8, dated 22/06/20 and bearing the signature and seal of K. J. Behm, P. Eng., Registered Professional Engineer
 - (iv) GENERAL SERVICING PLAN DWG No. GSP-1, Revision #8, dated 22/06/20 and bearing the signature and seal of K. J. Behm, P. Eng., Registered Professional Engineer
 - (v) PLAN AND PROFILE DWG No. PP-1, SCHMIDT DRIVE, STA. 1+000 TO STA.1+220, Revision #8, dated 22//06/20 and bearing the signature and seal of K. J. Behm, P. Eng., Registered Professional Engineer
 - (vi) PLAN AND PROFILE DWG No. PP-2, WALSH STREET, STA. 1+000 TO STA. 1+300, Revision #8 dated 22/06/20 and bearing the signature and seal of K. J. Behm, P. Eng., Registered Professional Engineer
 - (vii) PLAN AND PROFILE DWG No. PP-3, WALSH STREET, STA. 1+200 TO STA. 1+500, Revision #9, dated 22/06/20 and bearing the signature and seal of K. J. Behm, P. Eng., Registered Professional Engineer

- (viii) PLAN AND PROFILE DWG No. PP-4, EASTVIEW DRIVE, STA. 1+000 TO 1+120, Revision #9, dated 22/06/20 and bearing the signature and seal of K. J. Behm, P. Eng., Registered Professional Engineer
- (ix) PLAN AND PROFILE DWG No. PP-5, SCHMIDT DRIVE, STA. 1+180 TO 1+480, Revision #8, dated 22/06/20 and bearing the signature and seal of K. J. Behm, P. Eng., Registered Professional Engineer
- (x) GRADING PLAN DWG No. GCP, OVERALL GRADING PLAN, Revision #12, dated 22/06/20 and bearing the signature and seal of K. J. Behm, P. Eng., Registered Professional Engineer
- (xi) GRADING PLAN DWG No. GCP-1, GRADING CONTROL PLAN, Revision #14, dated 22/06/20 and bearing the signature and seal of K. J. Behm, P. Eng., Registered Professional Engineer
- (xii) GRADING PLAN DWG No. GCP-2, GRADING CONTROL PLAN, Revision #13, dated 22/06/20 and bearing the signature and seal of K. J. Behm, P. Eng., Registered Professional Engineer
- (xiii) GRADING PLAN DWG No. GCP-3A, GRADING CONTROL PLAN, Revision #14, dated 22/06/20 and bearing the signature and seal of K. J. Behm, P. Eng., Registered Professional Engineer
- (xiv) EROSION CONTROL PLAN DWG No. ECP, OVERALL EROSION CONTROL PLAN, revision #11, dated 22/06/20 and bearing the signature and seal of K. J. Behm, P. Eng., Registered Professional Engineer

Schedule “E”
ESTIMATED COST OF THE WORKS

EASTRIDGE LANDING SUBDIVISION, PHASE III, ARTHUR (47 UNITS)

COST ESTIMATE SCHEDULE FOR PRESERVICING AGREEMENT

ITEMIZED ESTIMATE OF COSTS OF CONSTRUCTION

Cost Estimate is dated July 27, 2020 as prepared by K. J. Behm & Associates Inc.

Phase III (47 units)

1.	Site Preparation and Removals	\$ 19,700.00
2.	Sanitary Sewers	\$ 128,634.00
3.	Storm Sewers	\$ 267,803.50
4.	Watermains	\$ 149,755.00
5.	Stage I Roadworks (Roadbase)	\$ 104,180.00
6.	Stage II Roadworks (Curbs, Base Asphalt)	\$ 111,066.00
7.	Stop Signs and Street Signs	\$ 4,000.00
8.	Streetlighting	\$ 53,605.00
9.	Engineering Fees (8%)	\$ 67,100.00
10.	Contingencies (5%)	<u>\$ 42,000.00</u>
	Subtotal	\$ 947,843.50
	13% HST	<u>\$ 123,219.50</u>
	Total	<u>\$1,071,063.00</u>

8/04/20

Township of Wellington North
VENDOR CHEQUE REGISTER REPORT
Payables Management

Cheque Number	Vendor Cheque Name	Cheque Date	Amount
76121	Arthur Foodland	7/23/20	\$7.54
76122	Broadline Equipment Rental Ltd	7/23/20	\$80.68
76123	Compair Canada	7/23/20	\$1,151.61
76124	Evoqua Water Technologies	7/23/20	\$458.41
76125		7/23/20	\$660.00
76126	Mark Jennings Excavating	7/23/20	\$1,900.00
76127	Darlene McIntosh	7/23/20	\$520.00
76128	McNabb Dan	7/23/20	\$113.75
76129	Royal Bank Visa	7/23/20	\$43.56
76130	Scott Reinhart Trailer Sales L	7/23/20	\$9,169.38
76131	Suncor Energy Inc.	7/23/20	\$1,854.43
76132	Van Harten Surveying Inc.	7/23/20	\$1,193.85
76133	Wightman Telecom Ltd.	7/23/20	\$175.36
76134	Young's Home Hardware Bldg Cen	7/23/20	\$61.77
76135	Arthur Foodland	7/29/20	\$47.88
76136	Bell Canada	7/29/20	\$17.44
76137	Broadline Equipment Rental Ltd	7/29/20	\$318.25
76138	Chalmers Fuels Inc	7/29/20	\$224.01
76139	Cotton's Auto Care Centre	7/29/20	\$169.44
76140	Farmers Plus Arthur	7/29/20	\$332.37
76141	Forest Physiotherapy	7/29/20	\$2,500.00
76142	Holtz Grain Limited	7/29/20	\$728.85
76143	Hydro One Networks Inc.	7/29/20	\$2,463.37
76144	Iscreamm Cone Company	7/29/20	\$175.00
76145	Jim's Auto Service	7/29/20	\$348.04
76146	Kraemer LLP	7/29/20	\$4,118.73
76147	Kronos Canadian Systems Inc.	7/29/20	\$1,130.01
76148	Larry Gibson's Custom Sandblas	7/29/20	\$4,124.50
76149	Loughran Electric	7/29/20	\$1,216.13
76150	Manulife Financial	7/29/20	\$29,330.09
76151		7/29/20	\$5,000.00
76152	Mount Forest Family Health Tea	7/29/20	\$10,880.00
76153		7/29/20	\$132.21
76154	Scott Reinhart Trailer Sales L	7/29/20	\$276.40
76155	Stumbled Upon	7/29/20	\$750.00
76156	Suncor Energy Inc.	7/29/20	\$1,798.75
76157	Enbridge Gas Inc.	7/29/20	\$2,636.45
76158	Young's Home Hardware Bldg Cen	7/29/20	\$329.60
EFT0000787	ALS Laboratory Group	7/23/20	\$5,381.49
EFT0000788	Bailey Repair Services	7/23/20	\$290.21
EFT0000789	B M Ross and Associates	7/23/20	\$65,287.32

Cheque Number	Vendor Cheque Name	Cheque Date	Amount
EFT0000790	Canadian Safety Equipment	7/23/20	\$1,856.59
EFT0000791	CARQUEST Arthur Inc.	7/23/20	\$50.99
EFT0000792	Cedar Signs	7/23/20	\$560.44
EFT0000793	County of Wellington	7/23/20	\$11,460.00
EFT0000794	Decker's Tire Service	7/23/20	\$4,510.96
EFT0000795	Eric Cox Sanitation	7/23/20	\$738.57
EFT0000796		7/23/20	\$275.00
EFT0000797	FOSTER SERVICES/822498 ONT INC	7/23/20	\$16,017.75
EFT0000798	Frey Communications	7/23/20	\$4,780.83
EFT0000799	H Bye Construction Limited	7/23/20	\$10,605.05
EFT0000800	Ideal Supply Inc.	7/23/20	\$18.71
EFT0000801	J J McLellan & Son	7/23/20	\$635.63
EFT0000802	KORE Mechanical Inc.	7/23/20	\$383.88
EFT0000803	M & L Supply, Fire & Safety	7/23/20	\$198.40
EFT0000804	Marcc Apparel Company	7/23/20	\$184.96
EFT0000805		7/23/20	\$186.43
EFT0000806	MRC Systems Inc	7/23/20	\$882.72
EFT0000807	North Wellington Co-op Service	7/23/20	\$106.54
EFT0000808	PACKET WORKS	7/23/20	\$3,231.80
EFT0000809	Pryde Truck Service Ltd.	7/23/20	\$538.65
EFT0000810	Purolator Inc.	7/23/20	\$5.96
EFT0000811		7/23/20	\$452.00
EFT0000812	R&R Pet Paradise	7/23/20	\$2,263.72
EFT0000813	ROBERTS FARM EQUIPMENT	7/23/20	\$287.74
EFT0000814	SGS Canada Inc.	7/23/20	\$2,102.93
EFT0000815	Shred All Ltd.	7/23/20	\$83.62
EFT0000816	Saugeen Valley Conservation	7/23/20	\$32,884.00
EFT0000817	Work Equipment Ltd.	7/23/20	\$800.85
EFT0000818	Arthur Home Hardware Building	7/29/20	\$89.32
EFT0000819	CARQUEST Arthur Inc.	7/29/20	\$112.79
EFT0000820	Clark Bros Contracting	7/29/20	\$16,695.75
EFT0000821	CMT Engineering Inc.	7/29/20	\$1,252.61
EFT0000822	Coffey Plumbing, Div. of KTS P	7/29/20	\$839.86
EFT0000823	County of Wellington	7/29/20	\$1,800.00
EFT0000824	Decker's Tire Service	7/29/20	\$1,282.55
EFT0000825	Dewar Services	7/29/20	\$389.20
EFT0000826	Frey Communications	7/29/20	\$62.14
EFT0000827	Ideal Supply Inc.	7/29/20	\$60.41
EFT0000828	J J McLellan & Son	7/29/20	\$2,696.88
EFT0000829	JOB-INC Electric	7/29/20	\$1,269.56
EFT0000830	K Smart Associates Limited	7/29/20	\$4,018.56
EFT0000831	Maple Lane Farm Service Inc.	7/29/20	\$575.02
EFT0000832	Marcc Apparel Company	7/29/20	\$1,007.97
EFT0000833		7/29/20	\$200.00
EFT0000834	Meat the Butcher	7/29/20	\$2,500.00
EFT0000835	Moorefield Excavating Limited	7/29/20	\$23,828.92

Cheque Number	Vendor Cheque Name	Cheque Date	Amount
EFT0000836	North Wellington Co-op Service	7/29/20	\$822.49
EFT0000837	Purolator Inc.	7/29/20	\$7.24
EFT0000838	Reeves Construction Ltd	7/29/20	\$3,317.09
EFT0000839		7/29/20	\$123.00
EFT0000840	Teviotdale Truck Service & Rep	7/29/20	\$158.20
EFT0000841	Triton Engineering Services	7/29/20	\$22,680.23
EFT0000842	Wellington North Power	7/29/20	\$37,620.80
Total			\$376,912.19



WELLINGTON NORTH

SEMPER PORRO

Staff Report

To: Mayor and Members of Council
Meeting of August 10, 2020

From: Adam McNabb, Director of Finance

Subject: Report TR2020-13 Being a report on Development and Community Benefits Charge Updates – Bill 197

RECOMMENDATION

THAT the Council of the Corporation of the Township of Wellington North receive Report TR 2020-13 being a report on Development and Community Benefits Charge updates;

FURTHER THAT the Council of the Corporation of the Township of Wellington North direct staff to proceed with the engagement of a consultant to complete an updated background study and by-law to capture the changes to the Development Charges Act.

PREVIOUS PERTINENT REPORTS / BY-LAWS / RESOLUTIONS

By-law 059-18 – Development Charge By-law
TR2020-04 – Development and Community Benefit Charges
CLK2020-014 / TR2020-012 - Bill 197, The COVID-19 Economic Recovery Act

BACKGROUND

Bill 197, The COVID-19 Economic Recovery Act (Bill 197) had received Royal Assent on July 21, 2020, and makes several changes to the Development Charges Act, 1997, (DCA) and the Planning Act that affect the Township's current DC By-law and the manner in which parkland dedication amounts and density charges may be calculated and collected.

The key changes include:

Development Charges Act

- Schedule 3 amends changes originally proposed by the More Homes, More Choice Act, 2019 to the Development Charges Act, 1997 (DCA), including:
 - Expansion of the list of DC-eligible services: library services, long-term care, parks and recreation (excl. the acquisition of park land), public health, childcare, housing,

POA, emergency preparedness, by-law enforcement, and airports (Waterloo Region only)

- Additional guidance on the relationship between the DC and community benefits charges (CBC) regimes
- Removal of 10% statutory discount on specific services
- New transition information, including a specified date of two years after the applicable subsection of the COVID Act comes into force. Additional guidance on the recovery of studies
- Categories of services replaced by classes “which can be composed of any number or combination of services”
- Guidance on the transition of upper tier municipalities’ reserve funds with respect to ineligible services

Planning Act & More Homes, More Choices Act 2019

• Schedule 17 amends the Planning Act. The More Homes, More Choice Act, 2019 changes to section 37 are replaced and section 42 is amended. Changes include:

- Only single and lower tier municipalities can impose a CBC
- A CBC may not be imposed with respect to the (re)development of a proposed building or structure of fewer than 10 residential units and with fewer than five storeys
- Local municipalities will no longer have to choose between section 42 and the CBC regime. The alternative rate will no longer be repealed.
- Local municipalities will, however, must pass by-laws under section 42 following a consultation process. By-laws will be appealable to the LPAT.
- Amendments to section 47 give the Minister enhanced order making powers relating to specified land

Of note is that since the Township’s most recent Development Charges By-Law had been passed, additional changes to the DCA have already come into force on January 1, 2020. These include:

- Exemption of secondary dwelling units from Development Charges
- Freezing of the DC applicable to a development. Once the DC charge is determined for a development, the amount is set and does not change when a new DC by-law come into effect.
- The DC amounts may now be paid at the earlier of the issuance of the building permit or first day of occupancy in annual installments depending on the type of development:
 - Rental housing development (that is not non-profit housing development) and institutional developments will now pay their D.C.s in six equal annual instalments beginning on the earlier of the date of the issuance of a permit under the Building Code Act, 1992 authorizing occupation of the building and the date the building is

first occupied, and annually thereafter on the anniversary date of the first payment or the subsequent 5 years.

- Non-profit housing development will now pay their D.C.s in 21 equal annual instalments beginning on the earlier of the date of the issuance of a permit under the Building Code Act, 1992 authorizing occupation of the building and the date the building is first occupied, and annually thereafter on the anniversary date of the first payment for the subsequent 20 years.

The Municipality may charge interest to cover the cost of the deferred payments. Although a maximum allowable interest rate may be prescribed by regulation, the MMAH has indicated that the interest rate will be at the discretion of the municipalities.

Considering the already enacted changes, and Bill 197 having received Royal Assent, the Township of Wellington North, must decide regarding the timing of revision of its existing Development Charges By-Law (introduced in 2018 – 059-18).

The transition period for the proposed changes allows for Municipalities to transition to the new regime within 2 years of the proclamation date; however, should the Township wish to proceed with any changes to its existing By-law, a short-form background study, and new By-law will have to be passed. Given the lead time required for stakeholder input regarding changes to the DC By-law, and likelihood of consultation firms being inundated with engagements with other Municipalities, it is imperative that sufficient time be allocated to ensure that the Township is poised to be compliant, and has been afforded ample time to ensure a thorough and thoughtful review of the contributory components has been completed.

FINANCIAL CONSIDERATIONS

The Township's 2018 Development Charges Study had identified capital works to facilitate the projected growth for period of 2018 – 2041 (inclusive of build-out) as identified in the following table (excerpt from the 2018 Background Study):

Table 8-2: Net Recoverable Capital Costs after Deductions

Service	Gross Cost	Grants/ Subsidies	Benefit To Existing Development	Required 10% Discount	Total Development Recoverable Costs Net of Stat. Deduction
Municipal Wide Services					
Administration - Studies	\$ 65,000	\$ -	\$ -	\$ 6,500	\$ 58,500
Parks Services	\$ 1,840,000	\$ -	\$ 1,556,600	\$ 28,340	\$ 255,060
Recreation Services	\$ 5,050,621	\$ -	\$ 3,997,057	\$ 105,356	\$ 948,207
Fire Protection Services	\$ 639,202	\$ 78,000	\$ -	\$ -	\$ 561,202
Roads and Related	\$ 8,702,656	\$ 2,564,601	\$ 2,283,425	\$ -	\$ 3,854,630
Total Municipal Wide Services	\$ 16,297,479	\$ 2,642,601	\$ 7,837,082	\$ 140,196	\$ 5,677,599
Urban Services					
Water Services	\$ 12,300,098	\$ 13,729	\$ 3,651,260	\$ -	\$ 8,635,109
Wastewater Services	\$ 29,270,596	\$ 13,729	\$ 5,275,825	\$ -	\$ 23,981,042
Total Urban Services	\$ 41,570,695	\$ 27,458	\$ 8,927,085	\$ -	\$ 32,616,151
Total	\$ 57,868,174	\$ 2,670,059	\$ 16,764,168	\$ 140,196	\$ 38,293,751

As can be seen above, the removal of the 10% statutory reduction on Development Charges (\$140,196) being introduced in this bill, and the availability of inclusion of both by-law enforcement, and emergency preparedness introduce opportunity for the Township of Wellington North; however, it is appreciated that while these will be offset by the cost of completing a new background study, public consultation, and by-law passage to enact the changes to the current Township by-law, it should also be noted that study costs remain Development Charge eligible.

While difficult to quantify accurately what the resulting benefit to the Municipality will be without conducting a larger scale background study (inclusive of by-law, and emergency preparedness capital growth costs), it is the view of the author that by conducting an update to the existing background study and by-law, the Township has an opportunity to capitalize on the changes introduced, be an early adopter of the proposed changes, signal Township intentions to developers, and be well positioned to fund relevant growth related capital projects into the future.

ATTACHMENTS

N/A

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



WELLINGTON NORTH
SEMPER PORRO

Staff Report

To:	Mayor and Members of Council Meeting of August 10, 2020
From:	Karren Wallace, Director of Legislative Services/Clerk
Subject:	CLK 2020-016 Procedure By-law amendment to provide for continued remote participation in meetings

RECOMMENDATION

THAT the Council of the Corporation of the Township of Wellington North receive Report CLK 2020-016 being a report on Procedure By-law amendment to provide for continued remote participation in meetings;

AND FURTHER THAT Council authorizes the Mayor and Clerk to sign the By-law to amend Procedure By-law 024-19 (as amended) as follows;

Insert under definitions *“Remote Meeting” means any meeting held that involves the use of an electronic device.*

Amend Section 1.16 to read *“Meeting” shall mean any regular, special, remote or other meeting of a council, of a local board or of a committee of either of them, where a quorum of members is present, AND members discuss or otherwise deal with any matter in a way that materially advances the business or decision-making of the council, local board or committee*

Add Section 5.3 as follows: *“All members participating in a remote open or closed meeting shall be counted as quorum.*

Amend Section 5.12 to read *“The following remote meeting provisions shall be permitted”*

Delete Section 5.12 b) *“During such period of a declared emergency, all members participating in an electronic open or closed meeting shall be counted as quorum.*

5.13 c) be moved to Section 7.26 *“All minutes and by-laws shall be signed by electronic methods if the Clerk deems it necessary.”*

Amend Section 8.3 to read *“All in person meetings of council shall be held in the Council Chambers at the Township Municipal Office, located at 7490 Sideroad 7 West, Kenilworth”*

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

CLK 2016-077 being a report on the Procedural by-law

CLK 2016-062 being a report on Wellington North Council & Committee Procedure By-Law

CLK 2017-039 being a report on Bill 68, Modernizing Municipal Legislation Act

CLK 2019-012 being a report on Procedure By-law

CLK 2020-014/TR 2020-012 being a report on Bill 197, The COVID-19 Economic Recovery Act

Council Procedure By-law No. 024-19 (as amended by By-law 031-20)

BIA Procedure By-law No. 010-20 (as amended by By-law 120-20)

Rec, Parks & Leisure Procedure By-law 013-20

BACKGROUND

The *Municipal Act, 2001* (the Act) provides that every municipality and local board shall have a procedure by-law for providing notice as to how the public will be notified of meeting dates, locations and how the business of meeting will proceed. Committees who have more than 50% of elected officials as members are considered local boards under the Act.

Wellington North's procedure by-law has been amended several times to ensure compliance with legislative amendments. By-law No. 024-19, as amended, is the Council procedure by-law, By-law No. 010-20, as amended, is the Business Improvement Area procedure by-law and By-law No. 013-20 is the Recreation, Parks & Leisure Committee procedure by-law.

On March 25, 2020, Council amended the Procedural By-law to allow for remote meetings of Council during declaration emergencies. With the passing of the COVID-19 Economic Recovery Act, 2020 on July 21, 2020, municipalities have the ability to continue with electronic meetings indefinitely, in the absence of a declared emergency, provided the Procedure by-law is amended accordingly.

Currently, the technology available in the Council Chambers does not allow for hybrid meetings. As such, meetings will continue with all meeting participants (Council, staff and public) participating remotely.

These amendments also apply to the procedure by-laws for the BIA's and the Recreation, Parks and Leisure Committee, pursuant to Section 1.16 in Procedure By-law 024-19

In addition to the changes noted above, the legislation proposes a permissive provision to allow members of council to vote by proxy if included in a municipality's procedural by-law. Staff are not supportive of this provision at this time. It is recommended that staff conduct an environmental scan over the next year to determine how other municipalities are using proxy voting and bring a report to Council on the pros and cons.

FINANCIAL CONSIDERATIONS

There are no financial implications in receiving this report or adopting the recommendations therein.

ATTACHMENTS

By-law 064-20 to amend Procedure By-law 024-19 is attached in this agenda package.

STRATEGIC PLAN 2019 – 2022

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

☒ Yes

☐ No

☐ N/A

Prepared By:	Karren Wallace, Director Legislative Services/Clerk	<i>Karren Wallace</i>
Recommended By:	Michael Givens, Chief Administrative Officer	<i>Michael Givens</i>

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NUMBER 061-20

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

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

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

1. THAT Schedule 'A-3' of By-law 66-01 is amended by changing the zoning on lands described as Part Lot 8, RP 61R20624 (Parts 5 & 6), and is Municipally known as 350 Cork Street, Geographic Town of Mount Forest, as shown on Schedule "A" attached to and forming part of this By-law from **Residential (R2)** to **Residential Exception (R3-54)**;
2. THAT Section 32, Exception Zone 2 – Mount Forest, is amended by the inclusion of the following new exception:

32.54 Part Lot 8, RP 61R20624 (Parts 5 & 6)	R3-54	<ol style="list-style-type: none"> a) Notwithstanding Section 6.3, a buffer area will not be required along the rear lot line of the subject lands abutting 757 Waterloo St. b) Notwithstanding Section 6.20.2, the minimum setback to the drainage ditch shall be 7.802 m (25.59 ft).
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3. THAT except as amended by this By-law, the land as shown on the attached Schedule 'A' shall be subject to all applicable regulations of Zoning By-law 66-01, as amended.

4. THAT this By-law shall come into effect upon the final passing thereof pursuant to Section 34(21) and Section 34(22) of The Planning Act, R.S.O., 1990, as amended, or where applicable, pursuant to Sections 34 (30) and (31) of the Planning Act, R.S.O., 1990, as amended

READ A FIRST, SECOND THIRD TIME THIS 10TH DAY OF AUGUST 2020.

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NUMBER 061-20

SCHEDULE "A"



This is Schedule "A" to By-law 061-2020

Passed this 10th day of August, 2020

MAYOR

CLERK

EXPLANATORY NOTE

BY-LAW NUMBER 061-20

THE LOCATION OF THE SUBJECT LANDS

The property subject to the proposed amendment is described as Part Lot 8, RP 61R20624 (Parts 5 & 6) and is Municipally known as 350 Cork St, Geographic Town of Mount Forest. The property is approximately 0.32 ha (0.8 ac) in size and currently zone Medium Density Residential (R2).

THE PURPOSE AND EFFECT of the proposed amendment is to rezone the subject lands from Medium Density Residential (R2) zone to Site Specific High Density Residential (R3-54) zone to facilitate increased density and the construction of a 6-unit row townhouse. The site specific component will provide relief from the minimum required setback to a municipal drain and the required buffer area.

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NUMBER 064-20

BEING A BY-LAW TO AMEND BY-LAW 024-19 BEING A PROCEDURE BY-LAW FOR GOVERNING THE CALLING, PLACE AND PROCEEDINGS OF MEETINGS OF COUNCIL AND ITS COMMITTEES.

WHEREAS the Council of the Township of Wellington North wishes to amend By-law 024-19 being a by-law for governing the calling, place and proceedings of meetings; and that the procedure by-law shall provide for public notice of meetings,

NOW THEREFORE the Council of the Township of Wellington North hereby enacts the following:

The following amendments be made:

Insert under definitions *“Remote Meeting” means any meeting held that involves the use of an electronic device.*

Amend Section 1.16 to read *“Meeting” shall mean any regular, special, remote or other meeting of a council, of a local board or of a committee of either of them, where a quorum of members is present, AND members discuss or otherwise deal with any matter in a way that materially advances the business or decision-making of the council, local board or committee*

Add Section 5.3 as follows: *“All members participating in a remote open or closed meeting shall be counted as quorum.*

Amend Section 5.12 to read *“The following remote meeting provisions shall be permitted”*

Delete Section 5.12 b) *“During such period of a declared emergency, all members participating in an electronic open or closed meeting shall be counted as quorum.*

5.13 c) be moved to Section 7.26 *“All minutes and by-laws shall be signed by electronic methods if the Clerk deems it necessary.”*

Amend Section 8.3 to read *"All in person meetings of council shall be held in the Council Chambers at the Township Municipal Office, located at 7490 Sideroad 7 West, Kenilworth"*

**READ A FIRST, SECOND, THIRD TIME AND
FINALLY PASSED THIS 10th DAY OF AUGUST, 2020**

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

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

BY-LAW NUMBER 065-20

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT BETWEEN HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF AGRICULTURE, FOOD AND RURAL AFFAIRS AND THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH. (Rural Economic Development program RED)

WHEREAS it is deemed necessary to enter into an agreement with Her Majesty the Queen in Right of Ontario the Minister of Agriculture, Food and Rural Affairs with respect to the Rural Economic Development program (RED)

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 Her Majesty the Queen in Right of Ontario, as represented by the Minister of Agriculture, Food and Rural Affairs with respect to the Rural Economic Development program (RED) in substantially the same form as the agreement attached hereto as Schedule "A".
2. That the Mayor, the Chief Administrative Officer and the Economic Development Officer of the Corporation of the Township of Wellington North are hereby authorized and directed to execute the said Rural Economic Development program (RED) agreement on behalf of the Corporation.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 10th DAY OF AUGUST, 2020.**

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

RURAL ECONOMIC DEVELOPMENT PROGRAM

AGREEMENT BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Agriculture, Food and Rural Affairs
(the "Province")

- and -

TOWNSHIP OF WELLINGTON NORTH
CRA # 873073530

(the "Recipient")

I. BACKGROUND

The Recipient has applied to the Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA) for funding under the Rural Economic Development (RED) program to assist the Recipient in carrying out the project.

The Recipient intends to carry out the Project under the Program.

The Province wishes to provide Funds to the Recipient for the Project.

II. CONSIDERATION

In consideration of the mutual covenants and agreements contained in this agreement (the "Agreement") and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Province and the Recipient (the "Parties") agree as follows:

III. ENTIRE AGREEMENT

This Agreement, including:

- Schedule "A" – General Terms and Conditions,
- Schedule "B" – Operational Requirements and Additional Terms and Conditions,
- Schedule "C" – Project Description,
- Schedule "D" – Project Financial Information,
- Schedule "E" – Reporting, and
- any amending agreement entered into as provided below,

constitute the entire agreement between the Parties with respect to the subject matter contained in this Agreement and supersede all prior oral or written representations and agreements.

IV. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

V. AMENDING AGREEMENT

This Agreement may only be amended by a written agreement duly executed by the Parties.

VI. ACKNOWLEDGEMENT

The Recipient:

- (a) acknowledges that it has read and understands the provisions contained in the entire Agreement; and
- (b) agrees to be bound by the terms and conditions in the entire Agreement.

IN WITNESS WHEREOF the Parties have executed this Agreement on the dates set out below.


HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO,
as represented by the Minister of Agriculture, Food and Rural Affairs

Name: Carolyn Hamilton
Title: Director, Rural Programs Branch

Date:

I have the authority to bind the Crown pursuant to delegated authority.


TOWNSHIP OF WELLINGTON NORTH



Name: Dale Small
Title: Economic Development Officer



Date:



Name: Mike Givens
Title: Chief Administrative Officer



Date:

I/We have authority to bind the Recipient.

SCHEDULE "A"

GENERAL TERMS AND CONDITIONS

ARTICLE 1 INTERPRETATION AND DEFINITIONS

1.1 Interpretation. For the purposes of interpreting the Agreement:

- (a) Words in the singular include the plural and vice versa;
- (b) Words in one gender include all genders;
- (c) The headings do not form part of this Agreement; they are for reference purposes only and will not affect the interpretation of the Agreement;
- (d) Any reference to dollars or currency will be in Canadian dollars and currency;
- (e) Any reference to a statute means a statute of the Province of Ontario, unless otherwise indicated;
- (f) Any reference to a statute is to that statute and to the regulations made pursuant to that statute as they may be amended from time to time and to any statute or regulations that may be passed that have the effect of supplanting or superseding that statute or regulation unless a provision of the Agreement provides otherwise;
- (g) All accounting terms will be interpreted in accordance with the Generally Accepted Accounting Principles and all calculations will be made and all financial data to be submitted will be prepared in accordance with the Generally Accepted Accounting Principles; and
- (h) The words "include", "includes" and "including" denote that the subsequent list is not exhaustive.

1.2 Definitions. In the Agreement, the following terms will have the following meaning:

"Additional Terms And Conditions" means the terms and conditions referred to in section 8.1 of Schedule "A" of this Agreement and specified in section B.2 of Schedule "B" of this Agreement.

"Arm's Length" has the same meaning as set out in the *Income Tax Act* (Canada) as it read on the Effective Date of this Agreement, and as treated or defined under Generally Accepted Accounting Principles.

"Auditor General" means the Auditor General of Ontario and/or the Auditor General of Canada, depending on the context.

"BPSAA" means the *Broader Public Sector Accountability Act, 2010*.

"Budget" means the budget attached as section D.3 of Schedule "D" of this Agreement.

"Business Day" means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province is closed for business.

"Claim Submission Deadline" means the date or dates set out under section D.4 of Schedule "D" of this Agreement.

"Contract" means an agreement between the Recipient and a third-party whereby the third-party agrees to provide a good or service for the Project in return for financial consideration that may be claimed by the Recipient as an Eligible Cost.

“Cost-Share Funding Percentage” means the percentage the Province will pay toward the Recipient's Eligible Costs, as set out under section D.1.1 of Schedule “D” of this Agreement.

“Incurred” in relation to costs, means a cost that a Recipient has become liable for, regardless whether actual payment has occurred (i.e., the Recipient has received the goods or services).

“Effective Date” means the date on which this Agreement is effective, as set out under section B.1.1 of Schedule “B” of this Agreement.

“Eligible Costs” means those costs set out under section D.6 of Schedule “D” of this Agreement.

“Event of Default” has the meaning ascribed to it in section 14.1 of Schedule “A” of this Agreement.

“Expiration Date” means the date on which this Agreement will expire, as set out under section B.1.2 of Schedule “B” of this Agreement, unless amended or terminated prior to this date in accordance with the terms and conditions of this Agreement.

“FAA” means the *Financial Administration Act*.

“Failure” means a failure to comply with any term, condition, obligation under any other agreement that the Recipient has with Her Majesty the Queen in Right of Ontario or one of Her agencies.

“Final Report” means a final Report on the Project in the form set out in Schedule “E.2” of this Agreement.

“FIPPA” means the *Freedom of Information and Protection of Privacy Act*.

“Funding Year” means:

- (a) In the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31, the Expiration Date, or the termination of this Agreement, whichever comes first; and;
- (b) In the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31, the Expiration Date, or the termination of this Agreement, whichever comes first.

“Funds” means the money the Province provides to the Recipient pursuant to this Agreement.

“Guidelines” means any written documents setting out the criteria governing the operation of the Program.

“Holdback” means the amount set out under section D.1.3 of Schedule “D” of this Agreement.

“Indemnified Parties” means Her Majesty the Queen in Right of Ontario, Her Ministers, agents, appointees and employees.

“Ineligible Costs” means those costs set out under section D.7 of Schedule “D” of this Agreement.

“Maximum Funds” means the maximum amount of Funds the Province will provide to the Recipient under this Agreement, as set out under section D.1.2 of Schedule “D” of this Agreement.

“MFIPPA” means the *Municipal Freedom of Information and Protection of Privacy Act*.

“Notice” means any communication given or required to be given pursuant to this Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province considers it reasonable to extend that time.

“Party” means either the Province or the Recipient, unless the context implies otherwise.

“Program” means the program created by the Province entitled Rural Economic Development Program under Order-in-Council 201/2011, as amended.

"Progress Update and Claim Statement" means a Report on the progress of the Project and claim for payment of all or a portion of the Funds in the form set out in Schedule "E.1" of this Agreement.

"Project" means the undertaking described in Schedule "C" of this Agreement.

"Project Approval Date" means the date set out in section B.1.3 of Schedule "B" of this Agreement.

"Project Completion Date" means the date that the Recipient must complete its Project under this Agreement, as set out in section B.1.4 of Schedule "B" of this Agreement.

"PSSDA" means the *Public Sector Salary Disclosure Act, 1996*.

"Reports" means the reports set out under Schedule "E" of this Agreement.

"Requirements of Law" means all applicable statutes, regulations, by-laws, ordinances, codes, official plans, rules, approvals, permits, licenses, authorizations, orders, decrees, injunctions, directions and agreements with all authorities that now or at any time hereafter may relate to the Recipient, the Project, the Funds and this Agreement. Without limiting the generality of the foregoing, if the Recipient is subject to the BPSAA, the PSSDA or any other type of broader public sector accountability legislative provisions, those broader public sector accountability legislative provisions are deemed to be a Requirement of Law.

"Term" means the period of time beginning on the Effective Date of this Agreement and ending on the Expiration Date or the termination of this Agreement, whichever is shorter.

- 1.3 Conflict.** Subject to section 8.1 of Schedule "A" of this Agreement, in the event of a conflict between this Schedule "A" of the Agreement and any other Schedule of this Agreement, the terms and conditions set out under this Schedule "A" of the Agreement will prevail.

ARTICLE 2 REPRESENTATIONS, WARRANTIES AND COVENANTS

- 2.1 General.** The Recipient represents, warrants and covenants that:

- (a) It is, and will continue to be for the Term of this Agreement, an eligible applicant as described in the Guidelines with full power to fulfill its obligations under this Agreement;
- (b) It has, and will continue to have for the Term of this Agreement, the experience and expertise necessary to carry out the Project;
- (c) It has the financial resources necessary to carry out the Project and is not indebted to any person(s) to the extent that that indebtedness would undermine the Recipient's ability to complete the Project by the Project Completion Date;
- (d) It is in compliance with all Requirements of Law and will remain in compliance with all Requirements of Law for the Term related to any aspect of the Project, the Funds or both for the term of this Agreement; and
- (e) Unless otherwise provided for in this Agreement, any information the Recipient provided to the Province in support of its request for Funds, including any information relating to any eligibility requirements, was true and complete at the time the Recipient provided it.

- 2.2 Execution of Agreement.** The Recipient represents and warrants that it has:

- (a) The full power and authority to enter into this Agreement; and
- (b) Taken all necessary actions to authorize the execution of this Agreement.

2.3 Governance. The Recipient represents, warrants and covenants that it has, and will maintain, in writing, for the term of this Agreement:

- (a) A code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) Procedures to ensure the ongoing effective functioning of the Recipient;
- (c) Decision-making mechanisms for the Recipient;
- (d) Procedures to enable the Recipient to manage the Funds prudently and effectively;
- (e) Procedures to enable the Recipient to successfully complete the Project;
- (f) Procedures to enable the Recipient to, in a timely manner, identify risks to the completion of the Project and develop strategies to address those risks;
- (g) Procedures to enable the preparation and delivery of all Reports required under this Agreement; and
- (h) Procedures to enable the Recipient to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under this Agreement.

2.4 Supporting Documentation. Upon request, and within the time period indicated in the Notice, the Recipient will provide the Province with proof of the matters referred to in this Article 2 of Schedule "A" of this Agreement.

2.5 Additional Covenants. The Recipient undertakes to advise the Province within five (5) Business Days of:

- (a) Any changes that affect its representations, warranties and covenants under sections 2.1, 2.2 or 2.3 of Schedule "A" of this Agreement during the Term of the Agreement; and
- (b) Any actions, suits or other proceedings which could or would reasonably prevent the Recipient from complying with the terms and conditions of this Agreement.

ARTICLE 3 FUNDS AND CARRYING OUT THE PROJECT

3.1 Funds Provided. The Province will:

- (a) Provide Funds to the Recipient up to the Maximum Funds, based on the Cost-Share Funding Percentage, for the sole purpose of carrying out the Project;
- (b) Provide the Funds to the Recipient in accordance with section D.5 of Schedule "D" of this Agreement provided that the Recipient makes claims for payment of Funds in accordance with section D.5 of Schedule "D" of this Agreement;
- (c) Provide funding as long as the total combined amount of provincial and federal assistance for the Eligible Costs actually incurred and paid by the Recipient do not exceed ninety per cent (90%) of those costs; and
- (d) Deposit the Funds into an account designated by the Recipient, provided that account:
 - (i) Resides at a Canadian financial institution, and
 - (ii) Is in the name of the Recipient.

3.2 Limitation On Payment Of Funds. Despite section 3.1 of Schedule "A" of this Agreement:

- (a) The Province is not obligated to provide any Funds to the Recipient until the Recipient provides the insurance certificate or other proof as the Province may request pursuant to section 11.2 of Schedule "A" of this Agreement;

- (b) The Province is not obligated to provide any Funds until it is satisfied with the progress of the Project;
- (c) The Province may adjust the amount of Funds it provides to the Recipient without liability, penalty or costs in any Funding Year based upon the Province's assessment of the information provided by the Recipient pursuant to Article 6 of Schedule "A" of this Agreement;
- (d) If, pursuant to the *FAA*, the Province does not receive the necessary appropriation from the Ontario Legislature for payment under this Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) Reduce the amount of Funds and, in consultation with the Recipient, change the Project without liability, penalty or costs; or
 - (ii) Recover Funds already paid to the Recipient; or
 - (iii) Terminate the Agreement pursuant to section 13.1 of Schedule "A" of this Agreement;
- (e) The Province shall impose a Holdback on any payment of Funds and will not be obligated to pay that Holdback to the Recipient until after the Province approves the Recipient's Final Report pursuant to Article 6 of Schedule "A" of this Agreement; and
- (f) The Province is not obligated to pay interest on the Holdback as described in (e) or any other payments under this Agreement.

3.3 Use Of Funds And Project. The Recipient will:

- (a) Carry out the Project in accordance with the terms and conditions of this Agreement;
- (b) Complete the Project by the Project Completion Date;
- (c) Not use the Funds for Ineligible Costs;
- (d) Use the Funds only:
 - (i) for Eligible Costs that are necessary for the purposes of carrying out the Project; and
 - (ii) for those activities set out in section D.3.1 of Schedule "D" of this Agreement; and
- (e) Use the Funds only in accordance with the Budget.

3.4 Province's Role Limited To Providing Funds. For greater clarity, the Province's role under this Agreement is strictly limited to providing Funds to the Recipient for the purposes of the Project and the Province is not responsible for carrying out the Project. Without limiting the generality of the foregoing, the fact that the Province may conduct reviews and/or audits of the Project as provided for in this Agreement or issues directions, approves changes to the Project or imposes conditions upon an approval in accordance with the terms and conditions of this Agreement will not be construed by the Recipient as the Province having a management, decision-making or advisory role in relation to the Project. The Recipient further agrees that the Recipient will not seek to include the Province as a decision-maker, advisor or manager of the Project through recourse to a third party, court, tribunal or arbitrator.

3.5 No Changes. The Recipient will not make any changes to the Project, including to the Budget or timelines, without the prior written consent of the Province.

3.6 Interest Bearing Account. If the Province provides Funds to the Recipient before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution. The Recipient will hold the Funds in trust for the Province until the Recipient needs the Funds for the Project.

3.7 Recipient Earning Interest. If the Recipient earns any interest on the Funds, the Province may:

- (a) Deduct an amount equal to the interest from any further installment of the Funds; or
- (b) Demand from the Recipient the repayment of an amount equal to the interest.

3.8 No Provincial Payment Of Interest. The Province is not required to pay interest on any Funds under this Agreement. For greater clarity, this includes interest on any Funds that the Province has withheld paying to the Recipient.

3.9 Maximum Funds. The Recipient acknowledges and agrees that the Funds available to it pursuant to this Agreement will not exceed the Maximum Funds.

3.10 Rebates, Credits And Refunds. The Recipient acknowledges and agrees that the amount of Funds available to it pursuant to this Agreement is based on the actual costs to the Recipient, less any costs, including taxes, for which the Recipient has received, will receive or is eligible to receive, a rebate, credit or refund.

3.11 Funding, Not Procurement. For greater clarity, the Recipient acknowledges and agrees that:

- (a) It is receiving funding from the Province for the Project and is not providing goods or services to the Province; and
- (b) The funding the Province is providing under this Agreement is funding for the purposes of the PSSDA.

ARTICLE 4

RECIPIENT'S ACQUISITION OF GOODS AND SERVICES AND DISPOSAL OF ASSETS

4.1 Acquisition. If the Recipient acquires goods or services or both with the Funds, it will:

- (a) Do so through a process that is transparent, fair and promotes the best value for the money expended and at competitive prices that are no greater than fair market value after deducting trade discounts and/or any other discounts available to the Recipient; and
- (b) Comply with any Requirements of Law that may be applicable to how the Recipient acquires any goods or services or both.

4.2 Contracts. The Recipient will ensure that all Contracts:

- (a) Are consistent with this Agreement;
- (b) Do not conflict with this Agreement;
- (c) Incorporate the relevant provisions of this Agreement to the fullest extent possible;
- (d) Require that any parties to those Contracts comply with all Requirements of Law; and
- (e) Authorize the Province to perform audits of the parties to those Contracts in relation to the Project as the Province sees fit in connection with Article 6 of Schedule "A" of this Agreement.

- 4.3 Disposal.** The Recipient will not, without the Province's prior written consent, sell, lease or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount set out in section B.1.5 of Schedule "B" of this Agreement at the time of purchase within the date set out in section B.1.6 of Schedule "B" of this Agreement.

ARTICLE 5 CONFLICT OF INTEREST

- 5.1 No Conflict Of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential or perceived conflict of interest.
- 5.2 Conflict Of Interest Includes.** For the purposes of this Article, a conflict of interest includes any circumstances where:
- (a) The Recipient; or
 - (b) Any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased and impartial judgment relating to the Project, the use of the Funds or both.
- 5.3 Disclosure To The Province:** The Recipient will:
- (a) Disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and
 - (b) Comply with any terms and conditions that the Province may impose as a result of the disclosure.

ARTICLE 6 REPORTING, ACCOUNTING AND REVIEW

- 6.1 Preparation And Submission.** The Recipient will:
- (a) Submit to the Province at the address referred to in section B.1.7 of Schedule "B" of this Agreement or in a manner specified by the Province, all Reports in accordance with the timelines and content requirements set out in Schedule "E" of this Agreement, or in a form as specified by the Province from time to time;
 - (b) Submit to the Province at the address provided in section B.1.7 of Schedule "B", of this Agreement or in a manner specified by the Province, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
 - (c) Ensure that all Reports are completed to the satisfaction of the Province; and
 - (d) Ensure that all Reports are signed on behalf of the Recipient by an authorized signing officer and that the accompanying confirmation has been completed.
- 6.2 Records Maintenance.** The Recipient will keep and maintain:
- (a) All financial records, including invoices, relating to the Funds or otherwise to the Project in a manner consistent with generally acceptable accounting principles; and
 - (b) All non-financial documents and records relating to the Funds or otherwise to the Project.

- 6.3 Inspection.** The Province, its authorized representatives or an independent auditor identified by the Province may, at their own expense, upon twenty-four (24) hours' Notice to the Recipient during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, its authorized representatives or an independent auditor identified by the Province may take one or more of the following actions:
- (a) Inspect and copy the records and documents referred to in section 6.2 of Schedule "A" of this Agreement;
 - (b) Remove any copies made pursuant to section 6.3(a) of Schedule "A" of this Agreement from the Recipient's premises; and
 - (c) Conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project or both.
- 6.4 Disclosure.** To assist in respect of the rights set out under section 6.3 of Schedule "A" of this Agreement, the Recipient will disclose any information requested by the Province, its authorized representatives or an independent auditor identified by the Province and will do so in the form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.
- 6.5 No Control Of Records.** No provision of this Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.
- 6.6 Auditor General.** For greater certainty, the Province's rights to audit under this Article 6 of the Agreement are in addition to any rights provided to the Auditor General.

ARTICLE 7 COMMUNICATIONS

- 7.1 Acknowledgement And Support.** Unless otherwise directed by the Province, the Recipient will acknowledge the support of the Province in the form and manner set out under section B.1.8 of Schedule "B" of this Agreement.
- 7.2 Approvals Prior To Publication.** The Recipient will submit all Project-related publications – whether written, oral or visual – to the Province for the approval of the Province prior to publication. The Recipient will indicate, in all of its Project-related publications – whether written, oral or visual – that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.
- 7.3 Publication By The Province.** The Recipient agrees that the Province may, in addition to any obligations the Province may have under *FIPPA*, publicly release information under this Agreement, including the Agreement itself, in hard copy or in electronic form, on the internet or otherwise. Without limiting the generality of the foregoing, the types of information the Province may publicize includes:
- (a) The Recipient's name;
 - (b) A description of the Recipient's Project;
 - (c) The amount of Funds the Recipient was approved to receive under this Agreement; and
 - (d) The amount of Funds the Recipient actually received under this Agreement.

7.4 News Releases. The Recipient will ensure that all news releases related to the Project and created by the Recipient:

- (a) Are approved beforehand by the Province and
- (b) Include quotes from the Province, unless the Province declines to participate.

7.5 News Conferences. The Recipient will notify the Province in a timely manner of any planned news conferences organized by the Recipient to facilitate the attendance of the Province. The date for the news conference and other logistical considerations will be negotiated between the Province and the Recipient.

ARTICLE 8 ADDITIONAL TERMS AND CONDITIONS

8.1 Additional Terms And Conditions. The Recipient will comply with any Additional Terms and Conditions set out under section B.2 of Schedule "B" of this Agreement. In the event of a conflict or inconsistency between any of the requirements of the Additional Terms and Conditions and any requirements of this Schedule "A" of the Agreement, the Additional Terms and Conditions will prevail.

ARTICLE 9 DISCLOSURE OF INFORMATION PROVIDED BY RECIPIENT

9.1 FIPPA. The Recipient acknowledges that the Province is bound by the *FIPPA* and undertakes to perform its obligations under this Agreement in a manner that ensures that the Province is not in breach of its obligations under *FIPPA*.

9.2 Disclosure Of Information. Any information provided to the Province in connection with the Project or otherwise in connection with this Agreement may be subject to disclosure in accordance with *FIPPA* and any other Requirements of Law.

ARTICLE 10 INDEMNITY

10.1 Indemnification. The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all direct or indirect liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with this Agreement, unless solely caused by the gross negligence or wilful misconduct of the Province.

10.2 Recipient's Participation. The Recipient will, at its expense, to the extent requested by the Province, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.

10.3 Province's Election. The Province may elect to participate in or conduct the defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of the Province under this Agreement, at law or in equity. Each Party participating in the defence will do so by actively participating with the other's counsel.

10.4 Settlement Authority. The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the prior written approval of the Province. If the Recipient is requested by the Province to participate in or conduct the defence of any proceeding, the Province, as the case may be, will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.

10.5 Recipient's Co-operation. If the Province conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province, as the case may be, to the fullest extent possible in the proceedings and any related settlement negotiations.

ARTICLE 11 INSURANCE

11.1 Recipient's Insurance. The Recipient represents and warrants that it has, and will maintain for the Term of this Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than two million dollars (\$2,000,000.00) per occurrence. The policy will include the following:

- (a) The Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Project or under this Agreement;
- (b) A cross-liability clause;
- (c) Contractual liability coverage; and
- (d) A thirty (30) day written notice of cancellation provision.

11.2 Proof Of Insurance. The Recipient will provide the Province with certificates of insurance, or other proof as the Province may request within the time limit set out in that request, that confirms the insurance coverage as required under section 11.1 of Schedule "A" of this Agreement. Upon the request of the Province, the Recipient will make available to the Province a copy of each insurance policy.

ARTICLE 12 TERMINATION ON NOTICE

12.1 Termination On Notice. The Province may terminate the Agreement at any time without liability, penalty or costs upon giving at least thirty (30) days' Notice to the Recipient.

12.2 Consequences Of Termination On Notice By The Province. If the Province terminates this Agreement pursuant to section 12.1 of Schedule "A" of this Agreement, the Province may take one or more of the following actions:

- (a) Direct that the Recipient does not incur any costs for the Project that are Eligible Costs under this Agreement without the Province's prior written consent;
- (b) Cancel any further payments of the Funds;
- (c) Demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- (d) Determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:

- (i) Permit the Recipient to offset such costs against the amount owing pursuant to section 12.2(b) of Schedule "A" of this Agreement; and
- (ii) Subject to section 3.9 of Schedule "A" of this Agreement, provide Funds to the Recipient to cover such costs.

ARTICLE 13 TERMINATION WHERE NO APPROPRIATION

13.1 Termination Where No Appropriation. If, as provided for in sections 3.2(d) of Schedule "A" of this Agreement, the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to this Agreement, the Province may terminate the Agreement immediately without liability, penalty or costs by giving Notice to the Recipient.

13.2 Consequences Of Termination Where No Appropriation. If the Province terminates this Agreement pursuant to section 13.1 of Schedule "A" of this Agreement, the Province may take one or more of the following actions:

- (a) Cancel any further payments of the Funds;
- (b) Demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) Determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section 13.2(b) of Schedule "A" of this Agreement.

13.3 No Additional Funds. For greater clarity, if the costs determined pursuant to section 13.2(c) of Schedule "A" of this Agreement exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

ARTICLE 14 EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

14.1 Events Of Default. Each of the following events will constitute an Event of Default:

- (a) In the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of this Agreement:
 - (i) Carry out the Project;
 - (ii) Use or spend the Funds;
 - (iii) Provide, in accordance with section 6.1 of Schedule "A", Reports or any such other reports as may have been requested pursuant to section 6.1(b) of Schedule "A", under this Agreement; or
 - (iv) The Recipient fails to follow any directions that the Province provides under this Agreement.
- (b) The Recipient's operations, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the Program under which the Province provides the Funds;
- (c) The Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application or an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (d) The Recipient ceases to operate.

14.2 Consequences Of Events Of Default And Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) Initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) Provide the Recipient with an opportunity to remedy the Event of Default;
- (c) Suspend the payment of Funds for such a period as the Province determines appropriate;
- (d) Reduce the amount of Funds by an amount the Province determines is appropriate, acting reasonably;
- (e) Cancel any further payments of the Funds;
- (f) Demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- (g) Demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the terms and conditions of this Agreement;
- (h) Demand the repayment of an amount equal to any Funds the Province provided to the Recipient, even though the Project is partially completed; and
- (i) Terminate this Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

14.3 Opportunity To Remedy. If, in accordance with section 14.2(b) of Schedule "A" of this Agreement, the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- (a) The particulars of the Event of Default; and
- (b) The Notice Period.

14.4 Recipient Not Remediating. If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 14.2(b) of Schedule "A" of this Agreement, and;

- (a) The Recipient does not remedy the Event of Default within the Notice Period;
- (b) It becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) The Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province;

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections 14.2(a), (c), (d), (e), (f), (g), (h) and (i) of Schedule "A" of this Agreement.

14.5 When Termination Effective. Termination under this Article 14 of Schedule "A" of this Agreement will take effect as set out in the Notice.

ARTICLE 15 FUNDS AT THE END OF A FUNDING YEAR

15.1 Funds At The End Of A Funding Year. Without limiting any rights of the Province under Article 14 of Schedule "A" of this Agreement, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) Demand the return of the unspent Funds; and
- (b) Adjust the amount of any further payments of Funds accordingly.

ARTICLE 16 FUNDS UPON EXPIRY

16.1 Funds Upon Expiry. The Recipient will, upon the expiry of the Agreement, return to the Province any Funds remaining in its possession or under its control.

ARTICLE 17 REPAYMENT

17.1 Repayment Of Overpayment. If at any time during the Term of this Agreement the Province provides Funds in excess of the amount to which the Recipient is eligible to receive under this Agreement, the Province may:

- (a) Deduct an amount equal to the excess Funds from any further payments of the Funds; or
- (b) Demand that the Recipient pay an amount equal to the excess Funds to the Province.

17.2 Debt Due. If, pursuant to this Agreement:

- (a) The Province demands the payment of any Funds or an amount equal to any Funds from the Recipient; or
- (b) The Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not their return or repayment has been demanded by the Province, such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient and the Recipient will pay or return the amount to the Province immediately, unless the Province directs otherwise. For greater clarity, in the event that the Recipient makes an assignment, proposal, compromise or arrangement for the benefit of creditors or a creditor makes an application for an order adjudging the Recipient bankrupt or applies for the appointment of a receiver, this section 17.2 of Schedule "A" of this Agreement will not affect any Funds that the Recipient is holding in trust for the Province under section 3.6 of Schedule "A" of this Agreement.

17.3 Interest Rate. The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

17.4 Payment Of Money To Province. The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province at the address referred to in section 18.1 of Schedule "A" of this Agreement.

17.5 Repayment. Without limiting the application of section 43 of the FAA, if the Recipient fails to repay any amount owing under this Agreement, Her Majesty the Queen in Right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in Right of Ontario.

17.6 Funds Are Part Of A Social Or Economic Program. The Recipient acknowledges and agrees that any Funds provided under this Agreement are for the administration of social or economic programs or the provision of direct or indirect support to members of the public in connection with social or economic policy.

ARTICLE 18 NOTICE

18.1 Notice In Writing And Addressed. Notice will be in writing and will be delivered by email, postage-paid mail, personal delivery or fax and will be addressed to the Province and the Recipient respectively as set out in section B.1.9 of Schedule "B" of this Agreement or as either Party later designates to the other by Notice.

18.2 Notice Given. Notice will be deemed to have been given:

- (a) In the case of postage-paid mail, five (5) Business Days after the Notice is mailed; or
- (b) In the case of email, personal delivery or fax, one (1) Business Day after the Notice is delivered.

18.3 Postal Disruption. Despite section 18.2(a) of Schedule "A" of this Agreement, in the event of a postal disruption,

- (a) Notice by postage-prepaid mail will not be deemed to be received; and
- (b) The Party giving Notice will provide Notice by email, personal delivery or fax.

ARTICLE 19 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

19.1 Consent. When the Province provides its consent pursuant to this Agreement, that consent will not be considered valid unless that consent is in writing and the person providing that consent indicates in the consent that that person has the specific authority to provide that consent. The Province may also impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

ARTICLE 20 SEVERABILITY OF PROVISIONS

20.1 Invalidity Or Unenforceability Of Any Provision. The invalidity or unenforceability of any provision in this Agreement will not affect the validity or enforceability of any other provision of this Agreement. Any invalid or unenforceable provision will be deemed to be severed.

ARTICLE 21 WAIVER

21.1 Waivers In Writing. If a Party fails to comply with any term or condition of this Agreement that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article 18 of Schedule "A" of this Agreement. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply. For greater clarity, where the Province chooses to waive a term or condition of this Agreement, such waiver will only be binding if provided by a person who indicates in writing that he or she has the specific authority to provide such a waiver.

ARTICLE 22 INDEPENDENT PARTIES

22.1 Parties Independent. The Recipient acknowledges and agrees that it is not an agent, joint venturer, partner or employee of the Province and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is or take any actions that could establish or imply such a relationship.

**ARTICLE 23
ASSIGNMENT OF AGREEMENT OR FUNDS**

23.1 No Assignment. The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under this Agreement.

23.2 Agreement Binding. All rights and obligations contained in this Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

**ARTICLE 24
GOVERNING LAW**

24.1 Governing Law. This Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with this Agreement will be conducted in the Courts of Ontario, which will have exclusive jurisdiction over such proceedings.

**ARTICLE 25
FURTHER ASSURANCES**

25.1 Agreement Into Effect. The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of this Agreement to their full extent.

**ARTICLE 26
JOINT AND SEVERAL LIABILITY**

26.1 Joint And Several Liability. Where the Recipient comprises more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under this Agreement.

**ARTICLE 27
RIGHTS AND REMEDIES CUMULATIVE**

27.1 Rights And Remedies Cumulative. The rights and remedies of the Province under this Agreement are cumulative and are in addition to, and not in substitution of, any of its rights and remedies provided by law or in equity.

**ARTICLE 28
ACKNOWLEDGMENT OF OTHER LEGISLATION AND DIRECTIVES**

28.1 Recipient Acknowledges. The Recipient acknowledges that:

- (a) By receiving Funds it may become subject to legislation applicable to organizations that received funding from the Government of Ontario, including the *BPSAA*, the *PSSDA* and the *Auditor General Act*;
- (b) Her Majesty the Queen in Right of Ontario has issued expenses, perquisites and procurement directives and guidelines pursuant to the *BPSAA*; and
- (c) It will comply with any such legislation, including directives issued thereunder, to the extent applicable.

ARTICLE 29 JOINT AUTHORSHIP

29.1 *Joint Authorship Of Agreement.* The Parties will be considered joint authors of this Agreement and no provision herein will be interpreted against one Party by the other Party because of authorship. No Party will seek to avoid a provision herein because of its authorship through recourse to a third party, court, tribunal or arbitrator.

ARTICLE 30 FAILURE TO COMPLY WITH OTHER AGREEMENT

30.1 *Other Agreements.* If the Recipient:

- (a) Has committed a Failure;
- (b) Has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) Has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) Such Failure is continuing,

the Province may suspend the payment of Funds under this Agreement without liability, penalty or costs for such period as the Province determines appropriate.

ARTICLE 31 SURVIVAL

31.1 *Survival.* The provisions of this Agreement that by their nature survive the expiration or early termination of this Agreement will so survive for a period of seven (7) years from the date of expiry or termination. Without limiting the generality of the foregoing, the following Articles and sections, and all applicable cross-referenced sections and schedules will continue in full force and effect for a period of seven (7) years from the date of expiry or termination: Articles 1 and any other applicable definitions, 9, 10, 17, 18, 20, 21, 24, 25, 27 and 29 as well as sections 3.2(d), 3.2(e), 3.4, 3.9, 3.10, 3.11, 6.1 (to the extent that the Recipient has not provided the Reports to the satisfaction of the Province), 6.2, 6.3, 6.4, 6.5, 6.6, 12.2, 13.2, 14.1, 14.2, 14.4 of Schedule "A" of this Agreement and any cross-referenced Schedules therein as well as any other provision in this Agreement that specifically sets out it will survive the expiration or early termination of this Agreement. Despite the above, section 4.3 of Schedule "A" shall survive for a period of two (2) years from the date of expiry or termination of this Agreement.

ARTICLE 32 BPSAA

32.1 *BPSAA.* For the purposes of clarity, if the Recipient is subject to the BPSAA and there is a conflict between any of the requirements of this Agreement and the requirements of the BPSAA, the BPSAA will prevail.

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SCHEDULE "B"

OPERATIONAL REQUIREMENTS AND ADDITIONAL TERMS AND CONDITIONS

B.1 OPERATIONAL REQUIREMENTS

B.1.1 Effective Date. The Effective Date of this Agreement is: **May 20, 2020**

B.1.2 Expiration Date. The Expiration Date of this Agreement is: **June 30, 2022**

B.1.3 Project Approval Date. The Project Approval Date is the same as the Effective Date.

B.1.4 Project Completion Date. The Project Completion Date is: **June 30, 2021**

The Project Completion Date may be extended at the request of the Recipient by up to 6 months, provided that:

- (a) the proposed extended date falls within the same Funding Year as the current Project Completion Date, and is at least 6 months prior to the Expiration Date
- (b) the request is made in writing to the address in s. B.1.7; and
- (c) the request is approved by the Province in writing.

Extensions of the Project Completion Date into another Funding Year, or which would result in the Project Completion Date not being at least 6 months prior to the Expiration Date will require a written amendment to this Agreement duly executed by the Parties.

B.1.5 Disposal Of Assets. The amount for the purposes of section 4.3 of Schedule "A" of this Agreement is fifty thousand dollars (\$50,000.00) unless Ontario's contribution is less than twenty five thousand dollars (\$25,000.00) in which case section 4.3 of Schedule "A" of this Agreement does not apply.

B.1.6 Asset Retention Time Period. For the purposes of section 4.3 of Schedule "A" of this Agreement the Recipient will retain the asset(s) for two (2) years from the date that the Project is completed.

B.1.7 Submission Of Publications For Approval And Reports. All Reports and Project-related publications under this Agreement shall be submitted to:

Name: Ontario Ministry of Agriculture, Food and Rural Affairs

Address: Rural Programs Branch
4th Floor NW, 1 Stone Road West
Guelph, Ontario N1G 4Y2

Attention: Jane Widdecombe, Manager

Email: RED@ontario.ca

or any other person identified by the Province in writing.

B.1.8 Recognition Of Provincial Support: The Recipient shall include on all Project-related publication – whether written, oral or visual – graphic identifiers of the Program or a tag line which recognizes the support provided by the Program. This recognition is subject to approval by the Province under section 7.2 of Schedule "A" of this Agreement

The Recipient shall install a permanent sign recognizing the Program's financial support of the Project. The design of the sign and its location is subject to approval by the Province prior to fabrication and installation. Costs of the sign are eligible under the RED program, with the Province reimbursing up to \$100 of the total costs of design, fabrication, and installation of the sign upon submission of a claim.

B.1.9 Providing Notice. All Notices under this Agreement shall be provided to:

	The Province:	The Recipient:
Name:	Ontario Ministry of Agriculture, Food and Rural Affairs	Township of Wellington North
Address:	Rural Programs Branch 4th Floor NW, 1 Stone Road West Guelph, Ontario N1G 4Y2	PO Box 125, 7490 Sideroad 7 West Kenilworth, Ontario N0G 2E0
Attention:	Carolyn Hamilton, Director	Dale Small, Economic Development Officer
Email:	RED@ontario.ca	dsmall@wellington-north.com

or any other person identified by the Parties in writing through a Notice.

B.2 ADDITIONAL TERMS AND CONDITIONS

B.2.1 Notice Of Recipient's Insolvency. The Recipient will:

- (a) Provide the Province with Notice at least five (5) Business Days prior to making an assignment, proposal, compromise or arrangement for the benefit of its creditors and will not incur any additional costs for the Project under this Agreement without the Province's prior written consent from the date the Notice is sent to the Province; and
- (b) Provide the Province with Notice within five (5) Business Days of a creditor providing the Recipient with a notice of an intent to enforce security or applying for an order adjudging the Recipient bankrupt or the appointment of a receiver, and will not incur any additional costs under this Agreement without the prior approval of the Province from the date that the Recipient received notice of the creditor's action.

[REST OF PAGE INTENTIONALLY LEFT BLANK - SCHEDULE "C" FOLLOWS]

SCHEDULE "C" PROJECT DESCRIPTION

C.1 PROJECT NAME

Arthur Streetscaping Program

C.2 PROJECT STREAM

Strategic Economic Infrastructure Stream

C.3 PROJECT OBJECTIVE

The Township of Wellington North will receive up to \$9,703.98 to purchase Christmas decorations and an outdoor gym to be able to continue with their Downtown Revitalization and Streetscaping Program.

C.4 ACTIVITIES

RED recognition signage
Outdoor Gym
Christmas Decorations

All activities identified above will be completed by the Project Completion Date identified under section B.1.4 of Schedule "B" of this Agreement.

[REST OF PAGE INTENTIONALLY LEFT BLANK - SCHEDULE "D" FOLLOWS]

SCHEDULE "D"

PROJECT FINANCIAL INFORMATION

D.1 FUNDING INFORMATION

D.1.1 Cost-Share Funding Percentage. The Cost-Share Funding Percentage is thirty per cent (30%) of incurred paid Eligible Costs up to the Maximum Funds.

The percentage noted above is rounded to a whole number. Note that for payment purposes the percentage is calculated to 10 decimal places and is based on the Maximum Funds against the Project's Total Eligible Costs.

D.1.2 "Maximum Funds". The Maximum Funds the Recipient is eligible to receive from the Province under this Agreement is \$9,703.98

D.1.3 Holdback. The Holdback will be up to ten per cent (10%) of Maximum Funds from the final payment of Funds made under this Agreement.

D.2 INCURRING ELIGIBLE COSTS

D.2.1 Incurring Eligible Costs. The Recipient will incur Eligible Costs in accordance with the following chart and no later than by the Project Completion Date.

TOTAL ELIGIBLE COSTS TO BE INCURRED BY QUARTER WITHIN FUNDING YEAR					
FUNDING YEAR	QUARTER 1 (APR. – JUN.)	QUARTER 2 (JUL. – SEP.)	QUARTER 3 (OCT. – DEC.)	QUARTER 4 (JAN. – MAR.)	TOTAL
2020-21	\$0.00	\$0.00	\$18,441.60	\$0.00	\$18,441.60
2021-22	\$13,905.00	\$0.00	\$0.00	\$0.00	\$13,905.00
TOTAL ELIGIBLE COSTS UP TO					\$32,346.60

D.3 BUDGET

D.3.1 The Budget. The Budget for the Project is set out in the following chart:

#	ELIGIBLE COST ITEM	
1.	RED recognition signage	
2.	Outdoor Gym	
3.	Christmas Decorations	
TOTAL ELIGIBLE COSTS UP TO		\$32,346.60

D.3.2 Project Financing For Eligible Costs. The Financing for the Project is set out in the following chart:

PROJECT FINANCING	\$ AMOUNT
RED Funding	\$9,703.98
Township of Wellington North	\$7,642.62
Arthur Chamber of Commerce	\$7,500.00
Arthur Business Improvement Association	\$7,500.00
TOTAL ELIGIBLE COSTS	\$32,346.60

D.4 CLAIM SUBMISSION DEADLINES

D.4.1 Claim Submission Deadlines. The Recipient shall submit requests for payment as follows:

- (a) a completed Progress Update and Claim Statement form shall be submitted no later than the date that is half-way between the Effective Date and the Project Completion Date;
- (b) additional requests for payment may be made at any time by submitting a completed Progress Update and Claim Statement form; and
- (c) the final claim statement shall be submitted on a completed Progress Update and Claim Statement form within 3 months after the Project Completion Date.

In addition to the rights of the Province under this Agreement, including under section 3.2 of Schedule A, the Province reserves the right not to pay the claim if the Recipient does not submit a Progress Update and Claim Statement form in accordance with subsections D4.1(a) or (b), or if a claim is submitted after the Province has approved the Final Report.

D.5 PAYMENT OF FUNDS

D.5.1 *Payment Of Funds.* Subject to the terms and conditions of this Agreement, the Recipient will incur Eligible Costs in accordance with the following chart (Column B) and the Province will pay Funds to the Recipient in accordance with the following chart (Column C):

FUNDING YEAR (A)	ELIGIBLE COSTS BY FUNDING YEAR (B)	MAXIMUM FUNDS BY FUNDING YEAR (C)
2020-21	\$18,441.60	\$5,532.48
2021-22	\$13,905.00	\$4,171.50
TOTAL	\$32,346.60	\$9,703.98

D.6 ELIGIBLE COSTS

D.6.1 *Eligible Costs.* Eligible Costs are those costs that are:

- (a) incurred by the Recipient in the Province of Ontario on or after the Effective Date and on or before the Project Completion Date;
- (b) paid by the Recipient to an Arm's Length third party;
- (c) consistent with the applicable list of Eligible Costs set out in the Guidelines from time to time;
- (d) if related to travel or meals, are consistent with the requirements for travel and meal costs set out in section D.8; and
- (e) in the Province's sole and absolute discretion, directly attributable and necessary for the successful completion of the Project and properly and reasonably incurred, paid or reimbursed by the Recipient.

When purchasing goods or services for the Project, Recipients must follow a process that is transparent and fair, that promotes the best value for the money expended and is at competitive prices that are no greater than the fair market value, including when retaining consultants and contractors.

The Province may in its sole and absolute discretion approve other costs as Eligible Costs if such costs are, in the Province's sole and absolute discretion, directly attributable and necessary for the successful completion of the Project and such costs are approved in writing by the Province prior to being incurred and paid.

D.7 INELIGIBLE COSTS

D.7.1 *Ineligible Costs.* Ineligible Costs are any costs that do not meet the requirements for Eligible Costs in section D.6.1 or were not approved by the Province in writing before the Recipient incurred the costs or are costs that are identified as "Ineligible Costs" in the Guidelines from time to time. Ineligible Costs are not eligible for funding under this Agreement.

D.8 TRAVEL AND MEAL COSTS

In order to be considered Eligible Costs, travel and meal costs must be identified in section D.3.1 and must be incurred only by persons who were hired to work 100 per cent of their time on the Project and whose position is funded by the Funds.

- D.8.1 Public Transit.** Local public transportation including hotel/airport shuttles must be used wherever possible. A transit pass or passes, must be purchased where available and appropriate.
- D.8.2 Rental Vehicles.** The lowest cost model should be rented. Any exceptions must be documented and approved prior to the rental; and should be guided by the principle that the rental vehicle is the most economical and practical size, considering the business purpose, number of occupants, safety (including weather) considerations and any reasonable accommodation requirements. Luxury and premium vehicles are not permitted. To avoid higher gasoline charges, the rental car should be refueled before returning it
- D.8.3 Personal Vehicle.** If using a personal vehicle, daily logs must be kept to track the business use, with distances calculated in kilometers. The current rates for travelling (per kilometer) in a personal vehicle, based on kilometers accumulated from April 1 of each Funding Year, are as follows:
- (a) From 0 – 4,000 km; \$0.40 in Southern Ontario and \$0.41 in Northern Ontario;
 - (b) From 4,001 – 10,700 km; \$0.35 in Southern Ontario and \$0.36 in Northern Ontario;
 - (c) From 10,701 – 24,000 km; \$0.29 in Southern Ontario and \$0.30 in Northern Ontario;
 - (d) More than 24,000 km; \$0.24 in Southern Ontario and \$0.25 in Northern Ontario; and
 - (e) Necessary expenditures for parking, tolls for bridges, ferries and highways are eligible. If 200 km or more will be driven a day, use of a rental vehicle is required.
- D.8.4 Parking.** Necessary and reasonable parking expenses incurred while conducting Project-related activities.
- D.8.5 Air and Rail Travel.** Air and rail travel must be the most practical and economical way to travel. The lowest fare available is the standard. Business class is only appropriate on a train in limited circumstances such as;
- (a) The need to work with a team;
 - (b) Choosing a travel time that allows you to reduce other expenditures or accommodation;
 - (c) Accommodation requirements; and
 - (d) Health and safety requirements
- D.8.6 Taxis and Ride-hailing Services.** Taxis and ride-hailing services may be justified in cases where:
- (a) group travel is more economical than the total cost of individuals travelling separately by public transit or shuttle; or
 - (b) there is an unusually tight schedule for meetings
- D.8.7 Accommodations.** Reimbursement can be made for single accommodation in a standard room. Reimbursement for hotel suites, executive floors or concierge levels is not permitted. To lower the costs of accommodation, consideration should be given to accommodation outside of downtown areas. Penalties incurred for non-cancellation of guaranteed hotel reservations are not Eligible Costs. Private stays with friends or family are acceptable, and a cash payment or gift may be provided to the friends or family. A maximum of \$30 per night is allowed for accommodation including any meals with friends or family, in lieu of commercial accommodation. The \$30 value may be given in the form of a small gift (which must be accompanied by a receipt) or by cash or cheque.
- D.8.8 Telecommunication While Travelling.** Audio or video conferencing should be considered as an alternative to travel. Whenever possible, the least expensive means of communications should be used while travelling, such as calling card.

- D.8.9 Meals While Travelling.** Alcohol cannot be claimed and will not be reimbursed as part of a travel or meal expense. Taxes and gratuities are included in the meal rates. Reimbursement is for food eaten in a restaurant or for the purchase of prepared food only.

Meal Rates in Canada: (include taxes and gratuities)

Meals	Maximum Amount
Breakfast	\$10.00
Lunch	\$12.50
Dinner	\$22.50

These rates should also be used as the maximum amount per person for any centrally purchased meals.

[REST OF PAGE INTENTIONALLY LEFT BLANK - SCHEDULE "E" FOLLOWS]

SCHEDULE “E” REPORTING

E.1 Reporting Requirements. Reports shall be provided as set out in the table below. Reports are not considered delivered until reviewed and approved by the Province.

	Name of Report	Due Date
1.	Progress Update and Claim Statement	The Progress Update and Claim Statement will be completed in the form set out in Schedule “E.1” and shall be submitted no later than the date that is half-way between the Effective Date and the Project Completion Date. A Progress Update and Claim Statement form must be submitted even where the amount claimed is zero, unless the Recipient has submitted the Final Report.
2.	Final claim	The final claim is to be completed and submitted to the Province within three (3) months of the Project Completion Date using the Progress Update and Claim Statement form (Schedule “E.1”).
3.	Final Report	The Final Report in the form set out in Schedule “E.2” is to be completed and submitted to the Province on or before: October 30, 2021
4.	Other Reports Any other Report regarding the Project that the Province requests.	As directed by the Province.

**[REST OF PAGE INTENTIONALLY LEFT BLANK – SCHEDULE “E.1” FOLLOWS
THEN SCHEDULE “E.2” FOLLOWS THAT]**

Schedule "E.1"
Rural Economic Development Program
Progress Update and Claim Statement

Part 1 - Project Information			
File No RED5 -	Project Title	Date	
Part 2 - Recipient Information			
Legal Name of Recipient (must match the legal name on the Agreement):	Project Representative:	Title	Telephone: Email:
Part 3 - Certification			
<p>1 The information provided herein and in any document attached is accurate and complete, and being relied upon by the Province to provide Funds in respect of the Project.</p> <p>2 The Recipient is in compliance with all of the terms and conditions of the Contribution Agreement for the Project ("Agreement") and the Project is being carried out in accordance with all Requirements of Law.</p> <p>3 The Project as described in the Agreement will be completed by the Project Completion Date as set out in the respective schedule of the Agreement.</p> <p>4 There has been no overlap of funding for the Project under this Agreement and the total amount of combined provincial and federal funding does not exceed 90% of the total Eligible Costs actually incurred and paid by the Recipient.</p> <p>5 All costs listed in Part 6 are Eligible Costs and have been incurred and paid in full in accordance with the terms of the Agreement.</p> <p>6 No Funds were used for Ineligible Costs;</p> <p>7 There have been no overpayments by the Province or any other organization or government; and</p> <p>8 The undersigned confirms the statements set out in paragraphs 1 to 7 above are true and accurate as of the date set out below</p>			
Signature		Date	

This Schedule "E.1" must be submitted by email, mail, courier, or personal delivery to the address referred to in Section B.1.7 of Schedule "B" of the Agreement.

Please include all invoices listed in Part 6.

Please submit an electronic Excel copy of this completed Schedule.

To request access to the Online Claims Portal please email us at: RED@ontario.ca

All capitalized terms have the meaning assigned to them in the Contribution Agreement for the Project.

Part 4 – Claim Information		
Claim #	Period Covered by this Claim	Final Claim - Yes/No

Part 5 – Project Progress Update			
Please note that this progress update section <u>must</u> be completed in order for the Province to process payments, unless this is your final claim and you are submitting the Final Report.			
Agreement Start Date	Project Completion Date (as per Agreement)	Expeded Completion Date of Project	Is the project on track - Yes/No (If Yes: provide progress details to date and describe what has been completed or achieved during the period. If No: provide an explanation and details as to why and contact your Project Analyst to discuss potential impacts and actions to resolve (i.e. changes to workplan, completion date etc.)
mmmm - dd - yyyy	mmmm - dd - yyyy	mmmm - dd - yyyy	Yes / No:

Part 6 – Eligible Costs being claimed for reimbursement											
Invoice #	Dates of Invoice(s) (YYYYMMDD)	Vendor Name	Period of Invoice (YYYYMMDD)		Budget - Eligible Cost Item (Schedule "D 3.1" of the Agreement)	Work Description	Invoice Amount	Tax	Net Claim Amount (less tax)	Paid (Yes/No)	Method of Payment (e.g. cheque # VISA)
			From	To							
							\$	\$	\$		
							\$	\$	\$		
							\$	\$	\$		
							\$	\$	\$		
							\$	\$	\$		
							\$	\$	\$		
							\$	\$	\$		
TOTAL							\$	\$	\$		

SCHEDULE “E.2” FINAL REPORT

File No.:

Project Title:

Project Completion Date (YYYY/MM/DD):

Date of Final Report (YYYY/MM/DD):

Project Recipient (Full Legal Name):

This Final Report is to be completed and submitted to the Province on or before the “Final Report Due” date identified under section E.1 of Schedule “E” of the agreement between the Recipient and Her Majesty the Queen in right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs (“OMAFRA”) with respect to the project (the “Agreement”). All capitalized terms used in this Final Report have the meaning assigned to them in the Agreement unless they are defined differently in this Final Report.

Please contact your Project Analyst should you have any questions when completing this Final Report.

Section 1: Project Details

1.1 Was the Project completed as described in Schedule “C” of the Agreement?

☐ Yes ☐ No

1.2 Project Variances (if applicable)

If the Project was not completed as described in Schedule “C” of the Agreement, please describe the variances below (e.g. variances in project scope, schedule, spending etc.) and provide a rationale for the variances.

Section 2: Impacts and Outcomes

In your application you indicated that the project would provide certain benefits and have certain outcomes. Please report on each of these as indicated below.

2.1 Project Impacts

Describe how the Project directly benefited rural Ontario. Include impacts the project had across multiple communities, sectors and across parts of a value chain.

2.2 Economic Barriers

Describe how the Project reduced and/or removed existing barriers to economic development and reference any plans or studies where these have been identified (include both the number and description).

of barriers addressed:

Description of barriers:

2.3 Sustainability

Describe how the project's outcomes have/will continue to contribute to longer-term economic development outcomes after the RED program funding has ended.

2.4 Project Oversight

Describe the resources and skills used to manage and complete your project (including previous project management experiences).

2.5 Outcomes

Please enter a brief description, reporting on the results, and provide quantitative and qualitative statistics where applicable.

i. Jobs created and/or retained

- Indicate the number of total jobs that were created and/or retained in rural Ontario as a result of the Project.

	Temporary (e.g., seasonal, construction)	Part-time (e.g., approximately 20 hours/week)	Full-time
Jobs Created			
Jobs Retained			

- Provide details to substantiate the job numbers.

ii. Investment attracted or retained

- Describe in detail how the project led to the attraction and retention of investments in rural Ontario, and how it is being measured.

iii. Businesses attracted, retained and/or expanded

- Describe in detail how the project led to the attraction, retention and/or expansion of businesses to the area in rural Ontario, and what results were achieved.

iv. Enhanced strategic economic infrastructure

- Describe in detail how the project advanced economic development and investment opportunities in rural Ontario, and the results achieved.

v. Regional partnerships that drive growth

- Describe in detail how the project worked with other entities in your region in rural Ontario (e.g., groups, organizations, communities, municipalities) to drive growth.

vi. Please complete this section if Signage was required by section B.1.8 of Schedule "B" of the Agreement.

Recognition of the Rural Economic Development program's support

- A permanent sign has been installed recognizing the Program's financial support of the Project and the design of the sign and its location has been approved by the Province.

☐ Yes ☐ No

Please submit a photo of the signage as an attachment with the Final Report.

Section 3: Financial Information

Approved Total Eligible Costs:

Eligible Cost Item	Budgeted Costs	Actual Costs	Variance
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
GROSS ELIGIBLE COST	\$	\$	\$
Less HST (if included in the above numbers)	\$	\$	\$
TOTAL NET ELIGIBLE COSTS*	\$	\$	\$

* Total Net Eligible Cost should match the approved amount noted above.

Section 4: Other Benefits/Information

Please provide any other information which demonstrates the success of the Project and its impact on other stakeholders, rural communities and the Province of Ontario.

Section 5: Service Experience

1. Please indicate the extent to which you agree or disagree with the following statements.

	Strongly Disagree	Disagree	Neither Agree nor Disagree	Agree	Strongly Agree
a. Once the Project was approved, I received all the information needed to proceed to the next step of the project.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
b. The claim forms were easy to understand and complete.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
c. I was able to reach appropriate OMAFRA staff without difficulty.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
d. OMAFRA staff were knowledgeable.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
e. I received consistent information from OMAFRA staff.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
f. OMAFRA staff were courteous	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

2. Overall, how satisfied were you with the amount of time it took to get the service that you required?

Very Dissatisfied	Dissatisfied	Neither Satisfied nor Dissatisfied	Satisfied	Very Satisfied
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

3. Overall, how satisfied were you with the service you received while implementing the Project?

Very Dissatisfied	Dissatisfied	Neither Satisfied nor Dissatisfied	Satisfied	Very Satisfied
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

4. To what extent did the availability of this funding assistance influence your decision to undertake the Project?

To a Great Extent	Somewhat	Very Little	Not at All
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

5. Overall, did you find working in the portal fairly easy to understand?

Very Easy	Somewhat	Not Easy	Did not use the Portal
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Section 6: Certification and Signature

Disclosure of Information

Information submitted in this Final Report to the Province of Ontario will be subject to the *Freedom of Information and Protection of Privacy Act*.

Certification

☐ By checking off this box, you verify that:

1. The Project as described in the Agreement has been completed;
2. The Recipient is in compliance with all of the terms and conditions of the Agreement for the Project; and
3. There have been no overpayments by OMAFRA or any other organization or government.
4. All costs that have been claimed as Eligible Costs have been incurred and paid in full in accordance with the terms of the Agreement.

Print Name

Title of Authorized Official

Date (YYYY/MM/DD)

Please review your answers and email the completed form to RED@ontario.ca

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

BY-LAW NUMBER 067-20

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF A
PRESERVICING DEVELOPMENT AGREEMENT BETWEEN THE
CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH AND
2073022 ONTARIO INC.**

WHEREAS it is deemed necessary to enter into a Pre-servicing Development Agreement with 2073022 ONTARIO INC.

NOW THEREFORE the Council of The Corporation of the Township of Wellington North (“Wellington North”) enacts as follows:

1. An agreement with 2073022 ONTARIO INC. in the form or substantially the same form as advised by the municipal solicitor of the draft agreement attached hereto as Appendix “A” which provides for the installation of certain municipal services Township lands is hereby ratified and confirmed.
2. The Mayor and the Clerk are authorized and directed to sign the agreement on behalf of the Corporation.

***READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 10TH DAY OF AUGUST, 2020.***

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

PRE-SERVICING DEVELOPMENT AGREEMENT

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

B E T W E E N:

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

(the “Township”)

- and -

2073022 ONTARIO INC.

(the “Owner”)

WHEREAS:

- A. The Owner is the owner of the lands described in Schedule “A” (the “Owner’s Lands”);
- B. The Township is the owner of the streets and storm water management pond from which the Owner’s Lands are to be serviced and as described in Schedule “B” (the “Township Lands”);
- C. The County of Wellington Planning and Land Division Committee has approved Phase 3 of the Eastridge Landing subdivision pursuant to the County of Wellington Notice of Draft Approval dated April 5, 2016 (the “Development Lands”) subject to the conditions of approval as attached at Schedule “C” (the “Conditions of Approval”);
- D. The Conditions of Approval requires the Owner to enter into agreements with the Township for the provision of municipal services and the development of the Development Lands (this “Agreement”);
- E. The Owner wishes to commence installation of certain works within the proposed plan of subdivision prior to the execution of the subdivision agreement, such works as described in Schedule “D” (the “Works”); and,
- F. The Township is prepared to permit the Owner to commence installation of the Works as requested, in accordance with the following terms and conditions.

NOW THEREFORE in consideration of the premises and terms contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, the parties agree as follows:

- 1. **Permission.** The Township hereby grants permission for the Owner to commence installation of the Works on or in the Owner’s Lands, within the proposed plan of subdivision prior to the execution of the subdivision agreement.
- 2. **Acknowledgment of Owner.** The Owner acknowledges that:
 - (i) by proceeding with the Works in advance of execution of the subdivision agreement, it is doing so totally at its own risk;

- (ii) proceeding with the Works in advance of execution of the subdivision agreement, is not based upon any representation from the Township as to when any remaining site servicing for the development may be provided;
 - (iii) by granting this permission, the Township makes no representation that the Owner is not required to comply fully with all applicable conditions of approval of the plan of subdivision, prior to receipt of final approval and tender for registration of the plan of subdivision; and,
 - (iv) by granting this permission, the Township makes no representation that the Township is not able to impose further conditions of subdivision prior to final approval.
3. **Compliance with By-laws, Rules and Regulations.** The Owner agrees to comply with all federal, provincial and municipal laws, rules, regulations and by-laws.
 4. **Hours of Installation.** The Owner agrees to limit the hours of installation of the Works within the proposed plan of subdivision from 7:00 a.m. to 6:00 p.m. or such other hours as set by the Township.
 5. **Right of Entry.** The Owner agrees to allow the Township, its employees, servants and agents, to enter the Owner's Land within the proposed plan of subdivision at all reasonable times and for all reasonable purposes, including and without limiting the generality of the foregoing; for all necessary inspections, to correct any deficiencies and to eliminate any nuisances arising from or relating to the installation of the Works.

The Owner shall forthwith, upon demand, pay the Township for all costs incurred by the Township in undertaking any of the aforesaid actions.
 6. **Indemnification.** The Owner shall and does hereby indemnify and save harmless the Township and its servants, agents and employees from all damages, actions, causes of actions, suits, claims and demands whatsoever which may arise directly or indirectly by reason of the installation of the Works within the proposed plan of subdivision by the Owner, including, without limitation, damages to existing municipal infrastructure, and the costs to rectify deficiencies and eliminate any nuisances (including the clean-up of existing roads).
 7. **Withdrawal of Permission.** The Township may withdraw its permission for the installation of the Works, at any time, if the Township, in its sole opinion, deems it to be in the best interests of the Township. Upon such withdrawal, the Owner shall forthwith cease further work with respect to the Works on or in the Owner's Land within the plan of subdivision.
 8. When, pursuant to paragraph 7 above, the Township withdrawn its permission, the Owner agrees that it shall have no claim whatsoever against the Township with respect to this Agreement, the permission granted or any installation of the Works performed prior to withdrawal of the permission.
 9. **Revocation of Grant.** In any event, this grant of permission shall be automatically revoked upon registration of the plan of subdivision on title to the Lands.

10. **Construction of the Works.** The Owner covenants and agrees to construct the Works including the installation of water service, sanitary sewer, storm sewer, hard surface roadway treatment, curbs, gutter, sidewalk and other municipal services pursuant to the plans described in Schedule “D” (the “Works”), in accordance with the engineer’s drawings and to the standard and satisfaction of the Township. The Owner covenants and agrees to submit the tender package for the Works including drawings and specifications to the Township for its approval prior to release of the tender package.
11. The Parties estimate the costs of works as detailed in Schedule “E” (the “Estimated Costs of the Works”). The Owner shall pay 100% of the Estimated Costs of Works as detailed in Schedule “E” and agrees to pay for the entire actual costs even if such costs are greater than the estimate in Schedule E.
12. The Owner covenants and agrees to locate any utilities to the satisfaction of the Township.
13. **Engineering Inspection.** During construction and installation of the Works, the Owner shall have on-site engineering inspection in place to the satisfaction of the Township to ensure compliance with the required and approved engineer’s plans.
14. **Security.** Prior to the commencement of construction of the Works and obligations required under this Agreement, the Owner shall file with and deliver to the Township either a banker’s draft made payable to the Township or an irrevocable Letter of Credit from a Canadian chartered bank or other financial institution satisfactory to the Township, to guarantee all the provisions of this Agreement pertaining to the Works (the “Security Deposit”). The Security Deposit shall be equivalent to 100% of the Estimated Costs of the Works.
15. Upon substantial completion of the Works including sanitary services, water services, storm services, catch basins, catch basin laterals, curbs, gutters, sidewalks, gravel road platform, subdrain, base lift of asphalt, and all other road and servicing work, the Owner may submit in writing to the Township an application for a reduction of the securities amount. Said application must be accompanied by a certification letter from the Owner’s Engineer, that confirms the completed Works have been constructed in accordance to the approved drawings (Schedule “D”) and the Township of Wellington North’s Municipal Servicing Standards, along with the Owner’s submission of a Statutory Declaration of Accounts Paid in a format that is acceptable to the Township. Within 20 days of the request, the Township Engineer shall examine the constructed Works and issue to the Township a letter of recommendation regarding securities reductions. The value of the reduction shall be established by the Township Engineer based on Schedule “E” and based on the value of the Works remaining to be completed by the Owner plus ten percent (10%) of the value of the Works completed to the date of the application. At no time shall the securities value be less than \$30,000 throughout the maintenance period. No further reductions will be permitted until the maintenance period has expired and all deficiencies rectified by the Owner in accordance with paragraphs 17 and 18 below.
16. The Security Deposit shall be kept in full force and effect until such time as the Owner’s engineer confirms and the Township accepts that:

- (i) the Owner has constructed the Works, the maintenance period has expired and all remedial work and deficiencies have been corrected as described in paragraph 18 below;
 - (ii) the Owner has completed the grading as described in paragraph **Error! Reference source not found.**; and
 - (iii) the Owner has performed all of its obligations under this Agreement; or,
 - (iv) this grant of permission has been automatically revoked upon registration of the plan of subdivision on title to the Lands pursuant to paragraph 9 above and alternative security has been arranged pursuant to the subdivision agreement.
17. **Maintenance Period.** Subject to paragraph 18 below, the Owner guarantees the performance of the Works for a period of two (2) years after the completion of the Works (the “maintenance period”).
18. Upon expiry of the maintenance period, the Owner’s engineer shall provide a letter to the Township confirming all of the deficiencies have been corrected. Such letter will act as notice for a request to the Township Engineer to conduct a maintenance clearance inspection, such inspection shall be conducted within twenty (20) days after receipt of the notice.
19. **As-Built Drawings.** Within six (6) months from the completion of the Works and the Approved Grading Plans, the Owner shall file with the Township, completed as-built engineer’s drawings satisfactory to the Township.
20. **The Township’s Professional Fees and Disbursements.** The Owner shall reimburse the Township for all of its engineering and legal expenses including professional fees and disbursements in connection with the development and implementation of this Agreement and further the Owner shall pay the sum of FIVE THOUSAND DOLLARS (\$5,000.00) to the Township on or before the signing of this Agreement as a deposit toward such professional fees and disbursements. At the time that the deposit has been depleted below the sum of FIVE HUNDRED DOLLARS (\$500.00) the Owner shall pay another deposit in the same or lesser amount as determined by the Township, and if necessary thereafter such further deposits shall be made until the depletion of the amount of any deposit on hand below the sum of \$500.00 until the requirements under paragraphs 10, 11, **Error! Reference source not found., Error! Reference source not found.**, 14, 16, and 17 above have been completed. Without limiting the foregoing, the Owner shall reimburse the Township for all of the Township’s own engineering costs relating to approvals required from the Township under this Agreement.
21. **Local Services.** The Owners acknowledges and agrees that the requirement to construct the services and facilities under this Agreement is pursuant to the Condition of Approval under Section 51(25) of the *Planning Act* and these are local services pursuant to subsection 59 (2) of the *Development Charges Act, 1997* installed by or paid for by the Owner.
22. **Development Charges Credits.** The Owner hereby releases and forever discharges the Township from any and all claims relating to payments under this Agreement, for credits

against Development Charges payable under any by-law of the Township passed under the *Development Charges Act, 1997* with respect to the development of the Development Lands.

23. **MOECP Approvals.** The Owner shall ensure that all necessary permits or certificates from the Ministry of the Environment, Conservation and Parks have been obtained at its sole cost with respect to the Works and obligations required under this Agreement prior to the commencement of any of the Works and obligations requiring such permit or certificate.
24. **Insurance.** The Owner shall obtain an insurance policy insuring against all damages or claims for damage satisfactory to the Township. Such policy or policies shall be issued in the joint names of the Owner, the Township and the Township's consulting engineer and the form and content shall be subject to the approval of the Township. The minimum limits of such policy shall be \$2,000,000.00 all inclusive, but the Township shall have the right to set higher amounts. The policy shall be in effect for the period during which the Township holds the Security Deposit. 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.
25. **Registration of Agreement.** This Agreement shall be registered against the Owner's Lands until immediately prior to the registration of the subdivision agreement.
26. **Construction Act.** The Owner covenants and agrees that it will hold back in its payments to any contractor or supplier to the Works, such amounts as may be required under the provisions of the *Construction Act*. The Owner agrees to indemnify and save harmless the Township from and against all claims, demands, actions, causes of action and costs resulting from any construction being performed by the Owner, its agents and assigns pursuant to the requirements of this Agreement. On demand by the Township, the Owner will take such steps as may be necessary to immediately discharge all liens registered upon any Township lands failing which the Township may take any steps necessary to discharge same and the Owner shall be liable for all costs on a full indemnity basis.
27. **Waiver.** The failure of the Township at any time to require performance by the Owner of any obligation under this Agreement shall in no way affect its right thereafter to enforce such obligation, nor shall the waiver by the Township of the performance of any obligation be taken or be held to be a waiver of the performance of the same or any other obligation at any later time. The Township shall specifically retain its rights at law to enforce this Agreement.
28. **No Challenge to Agreement.** The parties covenant and agree with each other not to call into question or challenge, directly or indirectly, in any proceeding or action in court, or before any administrative tribunal, the party's right to enter into and enforce this Agreement. The law of contract applies to the Agreement and the parties are entitled to all remedies arising from it.

- 29. **Enforcement.** The Owner acknowledge that the Township, in addition to any other remedy it may have at law, shall also be entitled to enforce this Agreement in accordance with Section 446 of the *Municipal Act, 2001* as amended.

- 30. **Development Lands.** It is agreed and understood that the Owner intend to develop the Development Lands and such development will be facilitated by the construction of the Works. Prior to such development, the Owner may be required to enter into other agreements with the Township in accordance with its normal policies and applicable laws for land development.

- 31. **Enurement Clause.** The covenants, agreements, stipulations, declarations and provisions contained herein shall run with the lands and shall be binding upon the Owner and their heirs, administrators, successors and assigns and the benefit thereof shall enure to the Township and its successors and assigns.

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IN WITNESS WHEREOF this Agreement has been signed by the parties on the date first mentioned above.

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

ANDREW LENNOX – Mayor

KARREN WALLACE - Clerk
We have authority to bind the corporation.

2073022 ONTARIO INC.

Name, Title

Name, Title
I/we have the authority to bind the
corporation

Schedule “A”
DESCRIPTION OF THE OWNER’S LANDS

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

LOTS 118, 119, 120 & 121, PTS LTS 110 TO 113, 122, 169 & 170, PT LORNE AVENUE CLOSED BY BY-LAW NO. 85-06 REGISTERED AS WC154205 AND PT 16.5 FOOT RESERVE SOUTH OF LORNE AVENUE, CHADWICK AND ANDERSON'S SURVEY PL 120, AND PT LOT 1 CONCESSION 1 WEST LUTHER BEING PTS 3 & 4, 61R10568; S/T EASEMENT OVER PT 3, 61R10568 AS IN DN18520 (RON103898); TOWNSHIP OF WELLINGTON NORTH

PIN: 71104-0573

LRO #61

Schedule “B”
DESCRIPTION OF THE TOWNSHIP LANDS

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

1. Schmitt Drive

SCHMITT DRIVE, PLAN 61M140, VILLAGE OF ARTHUR; TOWNSHIP OF WELLINGTON NORTH

PIN: 71104-0537

2. the extension of Schmitt Drive

PT LTS 113 & 114 CHADWICK AND ANDERSON'S SURVEY PL 120 - PT 6 61R10568; WELLINGTON NORTH

PIN: 71104-0540

3. Eastview Drive

EASTVIEW DRIVE, PLAN 61M140, VILLAGE OF ARTHUR; TOWNSHIP OF WELLINGTON NORTH

PIN: 71104-0539

4. the extension of Eastview Drive

PT LT 1 CON 1 WEST LUTHER - PT 7 61R10568 ; WELLINGTON NORTH

PIN: 71104-0541

5. Storm Water Management Pond

BLOCK 40, PLAN 61M140, VILLAGE OF ARTHUR; TOWNSHIP OF WELLINGTON NORTH

PIN: 71104-0530

Schedule “C”
COPY OF THE CONDITIONS OF APPROVAL



PLANNING AND DEVELOPMENT DEPARTMENT
GARY A. COUSINS, M.C.I.P., DIRECTOR
T 519.837.2600
T 1.800.663.0750
F 519.823.1894

COUNTY OF WELLINGTON

RECEIVED
ADMINISTRATION CENTRE
74 WOOLWICH STREET
GUELPH ON N1H 3T9
MAR - 1 2016

NOTICE OF DECISION
Application for Approval of Draft Plan of Subdivision
Under Subsection 51(37) of the Planning Act

Approval Authority: County of Wellington
File Number: 23T-13001 – 2073022 Ontario Inc. – J. Coffey (Eastridge Landing Phase 3)

IN THE MATTER OF AN APPLICATION for Draft Plan of Subdivision being Lots 118, 119, 120 121 & Pt Lots 110, 111, 112, 113, 114, 122, 169 & 170; Part of Lorne Avenue & 16.5' reserve at south end of Lorne Ave, Chadwich & Anderson's Survey – Registered Plan 120; Part Lot 1, Concession 1, geographic Township of Luther, now Township of Wellington North in the County of Wellington

TAKE NOTICE that the Corporation of the County of Wellington gave approval for an application for draft plan of subdivision Wellington County File No. 23T-13001 on February 25, 2016 under Section 51(31) of the Planning Act, R.S.O. 1990, c.P.13, as amended in respect of being Lots 118, 119, 120 121 & Pt Lots 110, 111, 112, 113, 114, 122, 169 & 170; Part of Lorne Avenue & 16.5' reserve at south end of Lorne Ave, Chadwich & Anderson's Survey – Registered Plan 120; Part Lot 1, Concession 1, geographic Township of Luther, now Township of Wellington North in the County of Wellington subject to conditions of approval.

AND TAKE NOTICE that any person or public body may appeal the decision to approve or refuse the draft plan of subdivision, the lapsing provision (if applicable) or any of the conditions of the approval of the draft plan of subdivision (if applicable) to the Ontario Municipal Board, by filing with the Director of Planning and Development for the County of Wellington, not later than March 16, 2016 a written notice of appeal setting out the reasons for appeal.

AND THAT the applicant or any public body may, at anytime before the approval of the final plan of subdivision, under Section 51(58) of the Planning act, appeal any of the conditions imposed by the Corporation of the County of Wellington by filing with the Director of Planning and Development a written notice of appeal that must set out the reasons in support of the appeal, accompanied by a certified cheque or money order the applicable fee of \$125.00, made payable to the Minister of Finance of Ontario.

You will be entitled to receive notice of any changes to the conditions of approval of the draft plan of subdivision if you have either made a written request to be notified of the decision to approve or refuse to approve the draft plan of subdivision, or made a written request to be notified of changes to the conditions of approval of the draft plan of subdivision.

NOTE: Only individuals, corporations or public bodies may appeal decision in respect to a proposed plan of subdivision to the Ontario Municipal Board. A notice of appeal may not be filed by an unincorporated association or group. However, a notice of appeal may be filed in the name of an individual who is a member of the association or group.

A copy of the draft plan, decision, including the conditions, is attached. Additional information regarding the proposed plan of subdivision is available to the public for inspection in the Planning and Development Department of the County of Wellington, as well as at the Municipal Offices for the Township of Guelph/Eramosa during regular business hours.

DATED at the City of Guelph, County of Wellington Administration Centre, this 25th day of February, 2016



Gary A. Cousins, R.P.P., M.C.I.P.
Director of Planning

THE CORPORATION OF THE COUNTY OF WELLINGTON

DECISION OF THE CORPORATION OF THE COUNTY OF WELLINGTON

With respect to an application by 2073022 Ontario Inc. – J. Coffey (Eastridge Landing Phase 3) pursuant to the provisions of Section 51 of the Planning Act, R.S.O. 1990 as amended for approval of a residential plan of subdivision, being Lots 118, 119, 120 121 & Pt Lots 110, 111, 112, 113, 114, 122, 169 & 170; Part of Lorne Avenue & 16.5' reserve at south end of Lorne Ave, Chadwich & Anderson's Survey – Registered Plan 120; Part Lot 1, Concession 1, geographic Township of Luther, now Township of Wellington North in the County of Wellington:

THAT the application by 2073022 Ontario Inc. – J. Coffey (Eastridge Landing Phase 3) for a residential Draft Plan of Subdivision is hereby approved, subject to the following conditions of approval:

No.	Condition:
1.	THAT this draft approval applies to the draft plan, County of Wellington File No. 23T-13001, draft plan Project No. 11-8999-6, as lastly revised on September 5, 2012 by Ian D. Robinson, O.L.S. Black Shoemaker Robinson & Donaldson, showing 37 Single Family residential lots (Lots 3-14, 20-26, 33-39, 44-54); 38 Semi-detached lots (Lots 1,2,15-19, 27-32, 40-43, 55, 56); 28 unit On-Street Townhouses(Blocks 57-63) 0.300 Reserve (Block 64); Streets (1.782 ha) being a total area of 6.608 hectares.
2.	THAT prior to final approval by the County of Wellington, the County of Wellington is to be advised by the Township of Wellington North that appropriate zoning is in effect for this proposed subdivision. The phases of the subdivision shall be placed in a 'holding' zone until the Township of Wellington North is satisfied that adequate services are available and allocated for each phase.
3.	THAT prior to final approval by the County of Wellington, the owner relinquish the draft plan approval of Subdivision 23T-89011 (Edelbrook Bros.) and close the subdivision file to the satisfaction of the County of Wellington.
4.	THAT prior to final approval by the County of Wellington, the County of Wellington is to be advised by the Township of Wellington North that appropriate zoning is in effect for the lands within Subdivision 23T-89011 (Eldelbrook Bros) to restrict development of the lands.
5.	THAT the streets shown in this draft plan shall be dedicated to the Township of Wellington North as public highway and the streets shall be named to the satisfaction of the Township of Wellington North and where those streets are not extensions of existing streets, that such new street names shall not be duplicates in spelling or phonetic sounding of street names elsewhere in the County of Wellington.
6.	THAT the Owner agrees in writing to satisfy all the requirements, financial and otherwise, which the Township of Wellington North may deem to be necessary.
7.	THAT the Subdivision Agreement between the Owner and the Township of Wellington North shall contain provisions whereby the Owner shall prepare and implement a construction traffic access

and control plan for all phases of servicing and building construction to the satisfaction of the Township and include provisions that all damage or maintenance required to surrounding streets as a result of such traffic shall be at the Owner's cost.

8. THAT such easements as may be required for utility, telecommunication services, servicing and storm water management or drainage purposes shall be granted to the appropriate authority.
9. THAT the Subdivision Agreement between the Owner and the Township of Wellington North contain phasing arrangements acceptable to the Township of Wellington North,
10. THAT the subdivision agreement between the Owner and the Township of Wellington North shall provide for the installation of a piped water supply system subject to the approval of the Ministry of the Environment, and furthermore, shall provide for the Township of Wellington North to assume ownership and operation of the system.
11. THAT prior to final approval and registration of any phase of the plan, the Township of Wellington North shall confirm to the satisfaction of the County of Wellington that an adequate water supply is available and has been allocated for the applicable plan or phase or that satisfactory arrangements have been made to ensure that an adequate water supply will be available when required.
12. THAT prior to final approval and registration of any phase of the plan, the Township of Wellington North shall confirm to the satisfaction of the County of Wellington either that adequate sewage capacity is available and has been allocated in the sewage collection system for the subject plan or phase, or that satisfactory arrangements have been made to ensure that adequate capacity will be available when required.
13. THAT the subdivision agreement between the Owner and the Township of Wellington North contain wording to the effect that all agreements of purchase and sale shall ensure that all persons who make first purchases of land within the plan of subdivision after final approval of the subdivision plan, are informed when land is transferred, of all the development charges related to this development.
14. THAT prior to any grading or construction on the site and prior to the registration of the plan, the owners or their agents submit the following plans and reports to the satisfaction of the Grand River Conservation Authority:
 - a) A final stormwater management report in accordance with the Preliminary Stormwater Management and Servicing Report;
 - b) An erosion and siltation control plan in accordance with the December 2006 Erosion and Sediment Control Guidelines for Urban Construction, indicating the means whereby erosion will be minimized and silt maintained on site throughout all phases of grading and construction.
 - c) Detailed lot grading and drainage plans.
15. THAT the subdivision Agreement between the owners and the Township of Wellington North contain provisions for the completion and maintenance of the works in accordance with the approved plans and reports noted in Condition 14 above.
16. THAT the subdivision Agreement between the owners and the Township of Wellington North contain the following text:

"The owner covenants and agrees to provide the Township of Wellington North with evidence that satisfactory arrangements, financial and otherwise, have been made with Canada Post Corporation for the installation of Community Mail Boxes (CMB) as required by Canada Post Corporation as shown on the approved draft plan at the time of sidewalk and/or curb installation.

The owner further covenants and agrees to provide notice to prospective purchasers of the locations of CMBs and that home/business mail delivery will be provided via CMB, provided the owner has paid for the activation and equipment installation of the CMBs."

17. THAT prior to final approval by the County of Wellington, the Owner agrees in writing satisfactory to Canada Post Corporation to:
 - a) Consult with Canada Post to determine suitable permanent locations for the Community Mail Boxes. The owner will then indicate these locations on the appropriate servicing plans.
 - b) display a map on the wall of the sales office in a place readily accessible to potential homeowners that indicates the location of all Community Mail Boxes within the development, as approved by Canada Post.
 - c) include on all offers of purchase and sale, a statement that advises the prospective purchasers that mail will be delivered via Community Mail Box. The owner also agrees to note the locations of all Community Mail Boxes within the development, and to notify affected homeowners of any established easements granted to Canada Post to permit access to the community Mail Box.
 - d) work with Canada Post to determine and provide temporary suitable Centralized Mail Box locations which may be utilized by Canada Post until the curbs, boulevards and sidewalks are in place in the remainder of the subdivision;
 - e) provide the following for each Community Mail Box site and to include these requirements on the appropriate servicing plans:
 - i) Any required walkway across the boulevard, per municipal standards.
 - ii) Any required curb depressions for wheelchair access, with an opening of at least two metres.
18. Canada Post's multi-unit policy, which requires that the owner/developer provide the centralized mail facility at their own expense, will be in effect for buildings and complexes with a common lobby, common indoor or sheltered space.
19. THAT the subdivision agreement between the Owner and the Township of Wellington North shall contain provisions whereby the Owner shall make satisfactory arrangements with the appropriate Hydro Provider for the provision of permanent and/or temporary electrical services to this plan.
20. THAT the subdivision agreement between the Owner and the Township of Wellington North shall contain provisions to address the provision of adequate sidewalks, lighting and snow removal and which are satisfactory to the Upper Grand District School Board and to the Township of Wellington North in respect of the means whereby the children can walk safely to school or to school bus "student collection areas".
21. THAT the subdivision agreement between the Owner and the Township of Wellington North be registered against the lands to which it applies; and that a copy of the subdivision agreement as registered be filed with the County.
22. THAT the Owner shall agree in the Subdivision Agreement, in words satisfactory to Bell Canada, to grant to Bell Canada 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 Bell Canada facilities or easements, the owner/developer shall be responsible for the relocation of such facilities or easements. Note cabling easement may be required.
23. THAT the Owner agrees in writing satisfactory to the Upper Grand District School Board to provide the Upper Grand District School Board with a digital file of the plan of subdivision in either

- ARC/INFO** export or **DXF** format containing the following information: parcel fabric, and street network
24. THAT the Owner provide, to the satisfaction of the County of Wellington Planning Department, a copy of the final plan of subdivision created in Autocad (.dwg) format and submitted on CD (compact disc) media or by email.
 25. THAT the Owner's surveyor provide to the County of Wellington a copy of the deposited Reference Plan submitted to the Land Registry/Titles Office for Wellington (No. 61) for "First Registration Under the Land Titles Act, R.S.O. 1990, c.L.5".
 26. THAT, if final approval is not given to this draft plan No. 23T-13001 within five years of draft approval and if no extensions have been granted pursuant to subsection 51(33) of the Planning Act, draft approval shall lapse under subsection 51(32) of the Planning Act, R.S.O. 1990. If the Owner wishes to request an extension to draft approval, a written explanation, together with a resolution from the Township of Wellington North must be received by the Director of Planning for the County of Wellington **prior to the lapsing date of February 26, 2021.**
 27. THAT the Owner have prepared by an Ontario Land Surveyor a final plan in accordance with the Surveys Act, and with the Registry Act or the Land Titles Act, as the case may be and have provided that plan (*being 2 mylars and 4 white prints – one white print with Ontario Surveyors Association sticker attached*) to the Director of Planning and Development for the County of Wellington prior to the lapsing date.
 28. THAT the County of Wellington be advised in writing by the **Township of Wellington North that conditions 2, 4-7, 9-13, 15-16, 19-22** have been satisfied.
 29. THAT the County of Wellington be advised in writing by the **Grand River Conservation Authority that condition 14** has been satisfied.
 30. THAT the County of Wellington be advised in writing by the **Canada Post that condition 17 & 18** has been satisfied.
 31. THAT the County of Wellington be advised in writing by the **Bell Canada how condition 22** has been satisfied.
 32. THAT the County of Wellington be advised in writing by the **Upper Grand District School Board how condition 20** has been satisfied.
 33. THAT the Owner remit to the County of Wellington the applicable final approval fee when the final plan is being presented to the County of Wellington for the County's consideration for final plan approval.

NOTES to DRAFT APPROVAL

1. It is the Applicant's responsibility to fulfill the conditions of draft approval and to ensure that the required clearance letters are forwarded by the appropriate agencies to the County of Wellington, (to the attention of the: Director of Planning and Development, 74 Woolwich Street, Guelph, ON N1H 3T9), and quoting the County's file number **(23T-13001)**.
2. We suggest that you make yourself aware of the following subsections of the Land Titles Act:
 - subsection 143(1) requires that all new plans be registered in a Land Titles system if the land is situated in a land titles division; and
 - subsection 143(2) allows certain exceptions.
3. If the agency condition(s) concerns a condition(s) in the subdivision agreement, a copy of the applicable agreement should be sent to them. This will expedite clearance of the final plan.
4. Payment of a clearance letter fee may be required by the clearing agencies before the clearance letter is issued; please contact the appropriate agency for information regarding this matter.
5. An electrical distribution line operating at below 50,000 volts might be located within the area affected by this development or abutting this development. Section 186 - Proximity of the Regulations for Construction Projects in the *Occupational Health and Safety Act*, requires that no object be brought closer than 3 metres (10 feet) to the energized conductor. It is the proponent's responsibility to be aware, and to make all personnel on site aware, that all equipment and personnel must come no closer than the distance specified in the Act. They should also be aware that the electrical conductors can raise and lower without warning, depending on the electrical demand placed on the line. Warning signs should be posted on the wood poles supporting the conductors stating "**DANGER - Overhead Electrical Wires**" in all locations where personnel and construction vehicles might come in close proximity to the conductors.
6. The Developer is hereby advised that prior to commencing any work within the Plan, the Developer must confirm that sufficient wire-line communication/telecommunication infrastructure is currently available within the proposed development to provide communication/telecommunication in service to the proposed development. In the event that such infrastructure is not available, the Developer is hereby advised that the Developer may be required to pay for the connection to and/or extension of the existing communication/telecommunication infrastructure. If the Developer elects not to pay for such connection to and/or extension of the existing communication/telecommunication infrastructure, the alternative communication/telecommunication facilities are available within the proposed development to enable, at a minimum, the effective delivery of communication/telecommunication services for emergency management services (i.e.911 Emergency Services).
7. The Developer is hereby advised that prior to the issuance of a building permit, Education Development Charges shall be collected on behalf of the Wellington Catholic District School Board and the Upper Grand District School Board.
8. **Clearances are required from the following agencies:**

Township of Wellington North	Bell Canada
Grand River Conservation Authority	Canada Post
Upper Grand District School Board	
9. All measurements in the subdivision final plan must be presented in metric units.
10. The final plan approved by the County of Wellington must be registered within 30 days of final approval or the County of Wellington may withdraw its approval under subsection 51(59) of the Planning Act, R.S.O. 1990, as amended.

Schedule “D”
DESCRIPTION OF THE WORKS TO BE CONSTRUCTED

The Works shall be constructed in accordance with the letter by _____ (the “Township Engineer”) dated _____ and plans approved by the Township Engineer.

NOTE: It is understood and agreed that this Schedule forms part of the Township of Wellington North Subdivision Agreement.

WORKS TO BE CONSTRUCTED

The following list is a summary of the Works required in general terms only:

All of the above noted Works are to be installed, constructed or provided as shown on or in accordance with the provisions, conditions and standards set out in this Agreement and the following documents and drawings approved by the Township’s Engineer and where applicable the Grand River Conservation Authority:

1. “Eastridge Landing Subdivision, Phases III and IV, Arthur, Ontario, Township of Wellington North Project #070119” Engineer’s Drawings prepared by K. J. Behm & Associates Inc.. Consulting Engineers, 55 Erb Street Est, Suite 101, Waterloo, Ontario N2J 4K8 including the following drawings:
 - (i) EXISTING CONDITIONS PLAN DWG. No. PRE-1, Revision #4, dated 22/06/20 and bearing the signature and seal of K. J. Behm, P. Eng., Registered Professional Engineer over the date of
 - (ii) POST- DEVELOPMENT STORM DRAINAGE AREAS DWG No. PD-1, Revision #10, dated 22/06/20 and bearing the signature and seal of K. J. Behm, P. Eng., Registered Professional Engineer over the date of
 - (iii) SANITARY SEWER DRAINAGE PLAN DWG No.SA-1, Revision #8, dated 22/06/20 and bearing the signature and seal of K. J. Behm, P. Eng., Registered Professional Engineer over the date of
 - (iv) GENERAL SERVICING PLAN DWG No. GSP-1, Revision #8, dated 22/06/20 and bearing the signature and seal of K. J. Behm, P. Eng., Registered Professional Engineer over the date of
 - (v) PLAN AND PROFILE DWG No. PP-1, SCHMIDT DRIVE, STA. 1+000 TO STA.1+220, Revision #8, dated 22//06/20 and bearing the signature and seal of K. J. Behm, P. Eng., Registered Professional Engineer over the date of

- (vi) PLAN AND PROFILE DWG No. PP-2, WALSH STREET, STA. 1+000 TO STA. 1+300, Revision #8 dated 22/06/20 and bearing the signature and seal of K. J. Behm, P. Eng., Registered Professional Engineer over the date of
- (vii) PLAN AND PROFILE DWG No. PP-3, WALSH STREET, STA. 1+200 TO STA. 1+500, Revision #9, dated 22/06/20 and bearing the signature and seal of K. J. Behm, P. Eng., Registered Professional Engineer over the date of
- (viii) PLAN AND PROFILE DWG No. PP-4, EASTVIEW DRIVE, STA. 1+000 TO 1+120, Revision #9, dated 22/06/20 and bearing the signature and seal of K. J. Behm, P. Eng., Registered Professional Engineer over the date of
- (ix) PLAN AND PROFILE DWG No. PP-5, SCHMIDT DRIVE, STA. 1+180 TO 1+480, Revision #8, dated 22/06/20 and bearing the signature and seal of K. J. Behm, P. Eng., Registered Professional Engineer over the date of
- (x) GRADING PLAN DWG No. GCP, OVERALL GRADING PLAN, Revision #12, dated 22/06/20 and bearing the signature and seal of K. J. Behm, P. Eng., Registered Professional Engineer over the date of
- (xi) GRADING PLAN DWG No. GCP-1, GRADING CONTROL PLAN, Revision #14, dated 22/06/20 and bearing the signature and seal of K. J. Behm, P. Eng., Registered Professional Engineer over the date of
- (xii) GRADING PLAN DWG No. GCP-2, GRADING CONTROL PLAN, Revision #13, dated 22/06/20 and bearing the signature and seal of K. J. Behm, P. Eng., Registered Professional Engineer over the date of
- (xiii) GRADING PLAN DWG No. GCP-3A, GRADING CONTROL PLAN, Revision #14, dated 22/06/20 and bearing the signature and seal of K. J. Behm, P. Eng., Registered Professional Engineer over the date of
- (xiv) EROSION CONTROL PLAN DWG No. ECP, OVERALL EROSION CONTROL PLAN, revision #11, dated 22/06/20 and bearing the signature and seal of K. J. Behm, P. Eng., Registered Professional Engineer over the date of

Schedule “E”
ESTIMATED COST OF THE WORKS

EASTRIDGE LANDING SUBDIVISION, PHASE III, ARTHUR (47 UNITS)

COST ESTIMATE SCHEDULE FOR PRESERVICING AGREEMENT

ITEMIZED ESTIMATE OF COSTS OF CONSTRUCTION

Cost Estimate is dated July 27, 2020 as prepared by K. J. Behm & Associates Inc.

Phase III (47 units)

1.	Site Preparation and Removals	\$ 19,700.00
2.	Sanitary Sewers	\$ 128,634.00
3.	Storm Sewers	\$ 267,803.50
4.	Watermains	\$ 149,755.00
5.	Stage I Roadworks (Roadbase)	\$ 104,180.00
6.	Stage II Roadworks (Curbs, Base Asphalt)	\$ 111,066.00
7.	Stop Signs and Street Signs	\$ 4,000.00
8.	Streetlighting	\$ 53,605.00
9.	Engineering Fees (8%)	\$ 67,100.00
10.	Contingencies (5%)	\$ 42,000.00
Subtotal		\$ 947,843.50
13% HST		\$ 123,219.50
Total		\$1,071,063.00

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

BY-LAW NUMBER 068-20

**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
AUGUST 10, 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 August 10, 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 10TH DAY OF AUGUST, 2020.**

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK