

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
MEETING AGENDA OF COUNCIL
OCTOBER 7, 2019 @ 2:00 P.M.
CLOSED MEETING SESSION @ 1:30 P.M.
MUNICIPAL OFFICE COUNCIL CHAMBERS, KENILWORTH**

**PAGE
NUMBER**

CALLING TO ORDER - Mayor Lennox

ADOPTION OF THE AGENDA

Recommendation:

THAT the Agenda for the October 7, 2019 Regular Meeting of Council be accepted and passed.

DISCLOSURE OF PECUNIARY INTEREST

CLOSED MEETING SESSION

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

- (b) personal matters about an identifiable individual, including municipal or local board employees;
- (c) a proposed or pending acquisition or disposition of land by the municipality or local board;

Recommendation:

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

- (b) personal matters about an identifiable individual, including municipal or local board employees;*
- (c) a proposed or pending acquisition or disposition of land by the municipality or local board;*

1. REPORTS

- a) CBO verbal report on appointment of Property Standards Committee
- b) Report RAC 2019-017 Potential Sale of King St. property, Mount Forest

2. REVIEW OF CLOSED SESSION MINUTES

- September 23, 2019 – Council meeting

3. RISE AND REPORT FROM CLOSED MEETING SESSION

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North rise from a closed meeting session at ____:____.pm.

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive for information CBO verbal report on appointment of Property Standards Committee.

THAT the Council of the Corporation of the Township of Wellington North receive Report RAC 2019-017 Potential Sale of King St. property, Mount Forest

AND FURTHER THAT Council approve the confidential direction to staff.

THAT the Council of the Corporation of Township of Wellington North approve the Closed Meeting Minutes of the September 23, 2019 –Council meeting

O ' CANADA

COUNTY COUNCIL UPDATE

Andrew Lennox, Mayor, Wellington North

PRESENTATIONS

Natalie Baker, Business Development Manager, Ontario Clean Water Agency

- Arthur Wastewater Treatment Plant Annual Report for the period: May 1, 2018 – April 30, 2019 001
- Mount Forest Wastewater Treatment Plan Annual Performance Report for the period of January 1, 2018 to December 31, 2018 033

Rose Austin, General Manager, Saugeen Economic Development Corp

- Saugeen Connects 070

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 October 7, 2019 for the purpose of holding a Public Meeting under the Planning Act:

- Musashi Auto Parts Canada Inc. – Minor Variance
- Deer Run Farms, Zoning By-law Amendment

RESUME REGULAR MEETING OF COUNCIL

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North resume the October 7, 2019 Regular Meeting of Council.

PASSAGE OF BY-LAWS ARISING FROM PUBLIC MEETINGS

1. By-law Number 091-19 being a by-law to amend By-law 66-01 being a Zoning By-law for the Township of Wellington North (Part Lot 4, Concession 9, with a civic address of 8158 – 8184 Line 8, geographic Township of West Luther – Deer Run Farms) 085

Recommendation:

THAT By-law Number 091-19 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 4, Concession 9, with a civic address of 8158 - 8148 Line 8, geographic Township of West Luther – Deer Run Farms)

ADOPTION OF MINUTES OF COUNCIL AND PUBLIC MEETING

- Regular Meeting of Council, September 23, 2019 089

Recommendation:

THAT the minutes of the Regular Meeting of Council held on September 23, 2019 be adopted as circulated.

BUSINESS ARISING FROM PREVIOUS MEETINGS OF COUNCIL

OPEN FORUM

Consideration of Road Name Changes for Emergency Services Purposes and Implications:

Examples of roads in Wellington North:

- Hwy 6

- County Rd 6
- Concession 6 S
- Concession 6 N
- Sideroad 6
- Line 6
- 6th Line

ITEMS FOR CONSIDERATION

1. PLANNING

- a. County of Wellington, Committee Report, prepared by Sarah Wilhem, Manager of Policy Planning, dated September 12, 2019, regarding 2019 Provincial Policy Statement Review 095

Recommendation:

THAT Council of the Corporation of Township of Wellington North receive the County of Wellington, Committee Report, prepared by Sarah Wilhem, Manager of Policy Planning, dated September 12, 2019, regarding 2019 Provincial Policy Statement Review;

AND FURTHER THAT the report "2019 Provincial Policy Statement Review" be forwarded to the Ministry of Municipal Affairs and Housing and be circulated to member municipalities in Wellington County.

- b. Report DC2019-004, Mount Forest Developments Inc., Draft Plan of Subdivision Agreement, Part of Park Lot 1, South of Durham St. and East of Main St., Mount Forest 099

Recommendation:

THAT Council of the Corporation of Township of Wellington North receive Report DC 2019-004 being a report on Mount Forest Developments Inc. Draft Subdivision Agreement – Part of Park Lot 1 South of Durham St and East of Main St, Mount Forest;

AND FURTHER THAT the Corporation enter into a Subdivision Agreement with Mount Forest Developments Inc. in the form, or substantially the same form, as the draft Agreement;

AND FURTHER THAT the Mayor and the Clerk of the Corporation be authorized and directed to sign a By-law to enter into the Agreement on behalf of the Corporation;

AND FURTHER THAT the Township portion of servicing costs be funded from the Capital Infrastructure Reinvestment Reserve Fund.

- c. Report DC2019-006, 209 Mount Forest Inc. – Draft Site Plan Agreement, 209 Main Street North, Mount Forest 101

Recommendation:

THAT Council of the Corporation of Township of Wellington North receive Report DC 2019-006 being a report on 209 Mount Forest Inc., Draft Site Plan Agreement – 209 Main Street North, Mount Forest;

AND FURTHER THAT the Corporation enter into a Site Plan Agreement with 209 Mount Forest Inc. in the form, or substantially the same form as the draft Agreement;

AND FURTHER THAT the Mayor and the Clerk of the Corporation be authorized and directed to sign a By-law to enter into the Agreement on behalf of the Corporation.

- d. Report DC2019-007, Maple Ridge Estates Inc., Maple Ridge Estates – Draft Plan of Subdivision Agreement, Part Lot 20, Division 3 & 4 WOSR, geographic Township of Arthur, Kenilworth 103

Recommendation:

THAT Council of the Township of Wellington North receive Report DC 2019-007 being a report on Maple Ridge Estates Draft Plan of Subdivision Agreement – Sideroad 7 West, Kenilworth (Part Lot 20, Division 3 & 4 WOSR, Geographic Township of Arthur).

AND FURTHER THAT the Corporation enter into a Subdivision Agreement with Maple Ridge Estates Inc., in the form, or substantially the same form as the draft Agreement;

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

2. MINUTES

- a. Maitland Valley Conservation Authority, General Membership Meeting #7-19, September 5, 2019 105

Recommendation:

THAT Council of the Corporation of Township of Wellington North receive the minutes of the Maitland Valley Conservation Authority, General Membership Meeting #7-19, held on September 5, 2019.

- b. County of Wellington Accessibility Advisory Committee, September 5, 2019 107

Recommendation:

THAT Council of the Corporation of Township of Wellington North receive the minutes of the County of Wellington Accessibility Advisory Committee Meeting held on September 5, 2019.

- c. Joint Economic Development Meeting Mapleton, Minto, Wellington North September 18, 2019 111

Recommendation:

THAT Council of the Corporation of Township of Wellington North receive the minutes of the Joint Economic Development Meeting Mapleton, Minto, Wellington North Meeting held on September 18, 2019.

- d. Wellington North Cultural Roundtable, September 19, 2019 113

Recommendation:

THAT Council of the Corporation of Township of Wellington North receive the minutes of the Wellington North Cultural Roundtable Meeting held on September 19, 2019

- e. Arthur Downtown Revitalization Advisory Committee, September 24, 2019 115

Recommendation:

THAT Council of the Corporation of Township of Wellington North receive the minutes of the Arthur Downtown Revitalization Advisory Committee Meeting held on September 24, 2019 (Note: Quorum not achieved);

AND WHEREAS initially 25 Grey Cobra Head light fixtures were purchased at a cost of \$6,871.25, to be installed in downtown Arthur;

AND WHEREAS the Arthur Downtown Revitalization Committee wishes to install 25 Black Cobra Head light fixtures at a cost of \$8,831.00;

AND FURTHER THAT funding for these Black Cobra Head light fixtures will come from the Downtown Revitalization Fund (\$1,949.75) and from the Street Light Reserve Fund (\$6,871.25);

AND FURTHER THAT the original 25 Grey Cobra Head light fixtures will be kept as surplus to be installed elsewhere.

- f. Mount Forest Downtown Revitalization Advisory Committee, September 26, 2019 117

Recommendation:

THAT Council of the Corporation of Township of Wellington North receive the minutes of the Arthur Downtown Revitalization Advisory Committee Meeting held on September 26, 2019

3. FINANCE

- a. Cheque Distribution Report, September 30, 2019 120

Recommendation:

THAT the Council of the Corporation of Township of Wellington North receive the Cheque Distribution Report dated September 30, 2019.

4. ECONOMIC DEVELOPMENT

- a. Report EDO 2019-027 Community Improvement Program 123

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the Economic Development Officer report EDO 2019-027 being a report on the Community Improvement Program;

AND FURTHER THAT Council approve the following funding under the Façade Improvement Grant Program:

- *\$1,865 grant for the signage improvements to be made at 235 Main Street North in Mount Forest, home to Shoetopia;*
- *50% up to a maximum of \$2,500 grant for new signage at 695 Queen Street West in Mount Forest home to J.J. McLellan & Sons*

AND FURTHER THAT Council approve the following funding under the Downtown Revitalization Blade Signage Grant Program:

- *\$1,686 grant for Blade Signage to Shoetopia in Mount Forest.*
- *\$1,406 grant for Blade Signage to The Eco Den soon to be open at 149 Main Street North in Mount Forest*
- *\$ 420 grant for Blade Signage to Youngsters On Main in Mount Forest*

5. OPERATIONS

- a. Report OPS 2019-019 being a report on the Highway 6 & Highway 89 signal controller replacement 139

Recommendation:

THAT the Council of the Township of Wellington North receive Report OPS 2019-019 being a report on the Highway 6 & Highway 89 traffic signal controller replacement;

AND FURTHER THAT Council direct staff to move \$75,000 from the Capital Infrastructure Reinvestment Reserve Fund to a capital project to fund the replacement of the traffic signal controller at Highway 6 & Highway 89;

AND FURTHER THAT the requirement for a competitive process detailed within the Purchasing and Procurement Policy (Policy #003-18) for the direct purchase of Econolite Canada Equipment for this instance, and in the future, be waived, in order to standardize the Township's traffic controller signal assets;

AND FURTHER THAT the requirement for a competitive process detailed within the Purchasing and Procurement Policy (Policy #033-18) for the installation work and additional equipment associated with the traffic signal controller project at Highway 6 & Highway 89 be waived.

- b. Report OPS 2019-020 being a report on a proposed betterment of a structure on Line 2 144

Recommendation:

THAT the Council of the Township of Wellington North receive Report OPS 2019-020 being a report on a proposed betterment of a structure on Line 2;

AND FURTHER THAT Council direct staff to move \$50,000 from Federal Gas Tax to a capital project to fund the betterment of a structure on Line 2;

AND FURTHER THAT the requirement for a competitive process detailed within the Purchasing and Procurement Policy (Policy #003-18) for this rehabilitation work be waived.

6. ADMINISTRATION

- a. Report CAO 2019-006 Aggregate Resources Act Proposed Changes 146

Recommendation:

THAT Council of the Township of Wellington North receive Report CAO 2019-006 being an update report on the Aggregate Resources Act-Proposed Changes;

AND FURTHER THAT Council directs the CAO to submit feedback to the Ministry consistent with the information provided in this report.

- b. Report HR 2019-004 Digital Signatures 151

Recommendation:

THAT Council of the Corporation of the Township of Wellington North receive for information HR 2019-004 being a report on Digital Signatures;

AND FURTHER THAT the Mayor and Clerk be authorized to sign the By-law to enter into a three-year contract with DocuSign;

AND FURTHER THAT costs associated with the initial three-year term with DocuSign be funded from the Provincial Modernization, Efficiency Grant.

7. COUNCIL

- a. Crime Stoppers Guelph Wellington, Newsletter, The Informant, Fall 2019, 2nd Quarter 157

Recommendation:

THAT the Council of the Corporation of Township of Wellington North receive the Crime Stoppers Guelph Wellington Newsletter, The Informant, Fall 2019, 2nd Quarter.

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 October 7, 2019 Council agenda, with the exception of those items identified for separate discussion, be approved and the recommendations therein be adopted.

CONSIDERATION OF ITEMS IDENTIFIED FOR SEPARATE DISCUSSION AND ADOPTION

NOTICE OF MOTION

COMMUNITY GROUP MEETING PROGRAM REPORT

BY-LAWS

- | | |
|---|-----|
| a. By-law Number 081-19 being a by-law to amend By-law 082-18 being a by-law to appoint members to the Property Standards Committee for the Township of Wellington North | 159 |
| b. By-law Number 085-19 being a by-law to authorize a Subdivision Agreement (Mount Forest Developments Inc.) | 160 |
| c. By-law Number 086-19 being a by-law to authorize a Site Plan Agreement Part Lot 5 W/S Main St. PI Town Mount Forest; Part Lot 6 W/S Main St. PI Town Mount Forest as in RON97023 Wellington North | 207 |
| d. By-law Number 087-19 being a by-law to authorize a Development Agreement (Maple Ridge Estates – Coffey) | 214 |
| e. By-law Number 088-19 being a by-law to authorize the execution of a Development Agreement being Pt Lot 32, Concession 1, Division 3 Normanby shown as Part 1 on 61R-10178 and Part 1 on 61R10813, Wellington North (Hartshorn) | 263 |
| f. By-law Number 089-19 being a by-law to authorize the execution of a Software As A Service & Professional Services Agreement between PerfectMind Inc. and The Corporation of the Township of Wellington North | 267 |
| g. By-law Number 090-19 being a by-law to authorize the execution of a Master Services Agreement between Docusign and The Corporation of the Township of Wellington North | 305 |

Recommendation:

THAT By-law Numbers 081-19, 085-19, 086-19, 087-19, 088-19, 089-19 and 090-19 be read a First, Second and Third time and enacted.

CULTURAL MOMENT

- | | |
|------------------------------|-----|
| • Recognizing “The Howitzer” | 321 |
|------------------------------|-----|

CONFIRMING BY-LAW NUMBER 092-19

323

Recommendation:

THAT By-law Number 092-19 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 October 7, 2019 be read a First, Second and Third time and enacted.

ADJOURNMENT

Recommendation:

THAT the Regular Council meeting of October 7, 2019 be adjourned at __:__.pm.

MEETINGS, NOTICES, ANNOUNCEMENTS

Fire Prevention Week	October 6 – 12, 2019	
Thanksgiving Day – Office Closes	October 14, 2019	
Wellington North Cultural Roundtable	October 17, 2019	12:00 p.m.
Arthur & District Chamber of Commerce – Annual General Meeting	October 17, 2019	6:30 p.m.
Regular Council Meeting	October 21, 2019	7:00 p.m.
Saugeen Economic Development Corporation AGM	October 23, 2019	8:00 a.m. – 11:00 a.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

ANNUAL REPORT

ARTHUR WASTEWATER TREATMENT PLANT

FOR THE PERIOD:
MAY 1, 2018 – APRIL 30, 2019

*Prepared for the Township of Wellington North
by the Ontario Clean Water Agency*



ONTARIO CLEAN WATER AGENCY
AGENCE ONTARIENNE DES EAUX

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Appendix A: Performance Assessment Report

Appendix B: Daily Discharge Summary

Appendix C: Calibration Reports

Appendix D: Sludge Quality Analysis

Appendix E: Community Complaints

1. System Description

The Arthur Wastewater Treatment System begins with the Inlet Works feeding into two (2) Grit Channels that feed towards a comminutor, complete with a bypass screen for when the comminutor is offline.

The first treatment step consists of two (2) cell annular ring type aeration tanks, equipped with fine bubble air diffusion systems. At this stage, chemicals are added for phosphorus removal via chemical metering pumps. Treated effluent is then fed into a Final Clarifier which contains sludge collection units and a scum skimming mechanism for sludge management. Effluent is then directed through an effluent filter system (granular media filter modules) and a UV Disinfection System for microbiological control. Treated effluent is then directed to an Outfall Sewer via gravity during discharge periods; when discharge is not possible, effluent is pumped towards Sewage Lagoons for storage.

A return sludge and waste sludge pumping system handles any collected sludge from the treatment stages and directs it towards two (2) aerobic sludge digestors and four (4) sludge storage tanks for approved haulage as required.

An overview of the Arthur Wastewater Treatment System can be found in the following table:

Table 1: Arthur WWTP System Overview

Facility Name	Arthur Wastewater Treatment Plant
Facility Type	Extended Aeration, Sand Filtration, Chemical Phosphorus Removal, and UV Treatment
Plant Classification	III
Works Number	110000882
Rated Capacity	1,465 m3/d
Discharge Point	Conestogo River
Environmental Compliance Approval	3773-ABJKXX (November 28, 2016)

2. Monitoring Data and Comparison to Effluent Limits

ECA 3773-ABJKXX, Section 10 (6)(a):

“a summary and interpretation of all monitoring data (including daily discharge rates of effluent and streamflows, as well as monthly discharge volumes) and a comparison to the effluent limits outlined in Condition 6, including an overview of the success and adequacy of the Works;”

2.1 Monitoring Program

The following tables outline the monitoring programs at the Arthur Wastewater Treatment Plant (WWTP) as required by the ECA that was issued for the reporting period. There are additional in-house samples taken and analyzed in-house throughout the year in order to help with process performance monitoring, adjustment, and optimization. The parameters were analyzed by an accredited analytical laboratory (SGS Canada Inc., Lakefield, Ontario).

Table 2: Influent Monitoring Program – Discharge of Inlet Sewer

Parameters	Sample Type	Frequency
Biochemical Oxygen Demand (BOD ₅)	24-hour Composite	Monthly
Total Suspended Solids (TSS)	24-hour Composite	Monthly
Total Phosphorous (TP)	24-hour Composite	Monthly
Total Kjeldahl Nitrogen (TKN)	24-hour Composite	Monthly

Table 3: Influent Monitoring Program – Pond Influent Liquid (When discharging to the Holding Pond)

Parameters	Sample Type	Frequency
Carbonaceous Biochemical Oxygen Demand (CBOD ₅)	Grab	Monthly
Total Suspended Solids (TSS)	Grab	Monthly
Total Phosphorous (TP)	Grab	Monthly
Total Ammonia Nitrogen (TAN)	Grab	Monthly
Nitrite-Nitrogen	Grab	Monthly
Total Kjeldahl Nitrogen (TKN)	Grab	Monthly
Hydrogen Sulfide (when odour present)	Grab/Probe	Monthly
Dissolved Oxygen	Grab/Probe	Monthly
pH	Grab/Probe	Monthly
Temperature	Grab/Probe	Monthly

Table 4: Effluent Monitoring – Plant Outfall Pipe during Discharge Periods

Parameters	Sample Type	Frequency
Carbonaceous Biochemical Oxygen Demand (CBOD ₅)	Composite	Weekly
Total Suspended Solids (TSS)	Composite	Weekly
Total Phosphorous (TP)	Composite	Weekly
Total Ammonia Nitrogen (TAN)	Composite	Weekly
Nitrite-Nitrogen (NO ₂ -)	Composite	Weekly
Nitrate-Nitrogen (NO ₃ -)	Composite	Weekly
Total Kjeldahl Nitrogen (TKN)	Composite	Weekly
Hydrogen Sulfide (H ₂ S) (during odour)	Grab/Probe	Weekly
<i>E. Coli</i>	Grab	Weekly
Dissolved Oxygen (DO)	Grab/Probe	Weekly
pH	Grab/Probe	Weekly
Temperature	Grab/Probe	Weekly

Table 5: Effluent Monitoring – Pond Outfall Pipe during Emergency Discharge

Parameters	Sample Type	Frequency
Carbonaceous Biochemical Oxygen Demand (CBOD ₅)	Grab	Samples to be taken at minimum, on the first and last day of the discharge period (or more frequently as directed by the Water Supervisor), and for every 0.5 metre of draw-down in the pond cells
Total Suspended Solids (TSS)	Grab	
Total Phosphorous (TP)	Grab	
<i>E. Coli</i>	Grab	
Dissolved Oxygen (DO)	Grab/Probe	
pH	Grab/Probe	
Total Ammonia Nitrogen (TAN)	Grab	
Hydrogen Sulfide (H ₂ S)	Grab/Probe	

2.2 Sewage Characteristics

A summary of the influent laboratory results can be seen in the following tables:

Table 4: Influent Lab Analysis – Discharge of Inlet Sewer

Month & Year	TP (mg/L)	BOD ₅ (mg/L)	TSS (mg/L)	TKN (mg/L)
May 2018	3.83	122.00	115.00	23.40
June 2018	6.11	236.00	157.00	31.00
July 2018	7.52	287.00	171.00	37.90
August 2018	5.20	225.00	174.00	33.90
September 2018	6.66	157.00	196.00	32.90
October 2018	4.61	181.00	194.00	32.90
November 2018	3.98	126.00	118.00	23.00
December 2018	2.54	83.00	74.00	21.20
January 2019	5.14	140.00	118.00	34.50
February 2019	5.34	280.00	146.00	60.20
March 2019	5.51	156.00	125.00	22.10
April 2019	3.97	308.50	141.00	20.25
Annual Average	5.03	191.79	144.08	31.10

Table 5: Influent Lab Analysis – Pond Influent Liquid during Retention Period

Month & Year	CBOD ₅ (mg/L)	TSS (mg/L)	TP (mg/L)	TAN (mg/L)	NO ₃ ⁻ (mg/L)	NO ₂ ⁻ (mg/L)	TKN (mg/L)	DO (mg/L)	pH
May 2018	4.00	6.00	0.18	0.10	14.70	0.04	2.60	8.70	7.56
June 2018	2.00	4.00	0.21	0.20	16.80	0.11	0.90	8.20	7.51
July 2018	4.00	7.00	0.72	2.20	18.10	0.38	2.80	8.70	7.56
August 2018	2.00	5.00	0.38	0.10	26.70	0.03	0.70	8.30	7.56
Annual Average	3.00	5.50	0.373	0.65	19.08	0.14	1.75	8.48	7.55

Inlet Sewer lab analysis throughout the year averaged a Total Phosphorus (TP) of 5.03 mg/L, a Biochemical Oxygen Demand of 191.79 mg/L, a Total Suspended Solids (TSS) concentration of 144.08 mg/L, and a Total Kjeldahl Nitrogen concentration of 31.10 mg/L.

During influent retention periods, the pond received average concentrations of CBOD₅ at 3.00 mg/L, TSS at 5.50 mg/L, TP at 0.373 mg/L, TAN at 0.65 mg/L, NO₃⁻ at 19.08 mg/L, NO₂⁻ at 0.14 mg/L, TKN at 1.75 mg/L, DO at 8.48 mg/L and an average pH of 7.55.

2.3 Effluent Limits

The following table outlines the effluent limits at the Arthur Wastewater Treatment Plant as per its ECA. The applicable effluent parameters are either “concentrations” expressed as milligrams per litre or “loadings” expressed as kilograms per day, and they are reportable either “Annually,” “Monthly,” or “Daily.”

Table 6: Arthur WWTP Effluent Limits

Source	Parameter	Monthly Average Concentration (mg/L)	Annual Average Concentration (mg/L)	Annual Average Waste Loading (Kg/d)
Final Effluent	CBOD ₅	15	10	14.65
	Total Suspended Solids	15	10	14.65
	Total Phosphorus	1	1	1.47
	Total Ammonia Nitrogen	2.3	1.5	2.20
	<i>E. coli</i>	200	n/a	n/a
	pH	6.0 to 9.5, inclusive		

CBOD₅ = Carbonaceous Biochemical Oxygen Demand

2.4 Effluent Results During Discharge Periods

The following tables outline the Monthly Averages and Annual Averages for the 2018 – 2019 reporting period at the Arthur WWTP:

Table 7: Carbonaceous Biochemical Demand Concentrations versus ECA Limits

	Monthly Average Concentration (mg/L)	Within Monthly Limits? (15 mg/L)	Within Annual Limits? (10 mg/L)	Monthly Average Loading (kg/d)	Within Annual Limit? (14.65 kg/d)
October 2018	2.00	Yes	-	0.60	-
November 2018	3.33	Yes	-	8.30	-
December 2018	2.00	Yes	-	5.53	-
January 2019	2.00	Yes	-	5.00	-
February 2019	2.00	Yes	-	3.12	-
March 2019	12.00	Yes	-	4.03	-
April 2019	6.20	Yes	-	17.51	-
Annual Average	4.21	-	Yes	6.30	Yes

Table 8: Total Suspended Solids Concentrations versus ECA Limits

	Monthly Average Concentration (mg/L)	Within Monthly Limits? (15 mg/L)	Within Annual Limits? (10 mg/L)	Monthly Average Loading (kg/d)	Within Annual Limit? (14.65 kg/d)
October 2018	3.75	Yes	-	1.12	-
November 2018	3.80	Yes	-	9.46	-
December 2018	3.75	Yes	-	10.36	-
January 2019	4.40	Yes	-	10.99	-
February 2019	4.00	Yes	-	6.24	-
March 2019	12.00	Yes	-	4.03	-
April 2019	12.40	Yes	-	35.03	-
Annual Average	6.30	-	Yes	11.03	Yes

Table 9: Total Phosphorus Concentrations versus ECA Limits

	Monthly Average Concentration (mg/L)	Within Monthly Limits? (1 mg/L)	Within Annual Limits? (1 mg/L)	Monthly Average Loading (kg/d)	Within Annual Limit? (1.47 kg/d)
October 2018	0.14	Yes	-	0.04	-
November 2018	0.23	Yes	-	0.57	-
December 2018	0.10	Yes	-	0.28	-
January 2019	0.09	Yes	-	0.22	-
February 2019	0.18	Yes	-	0.28	-
March 2019	0.45	Yes	-	0.15	-
April 2019	0.11	Yes	-	0.32	-
Annual Average	0.19	-	Yes	0.27	Yes

Table 10: Total Ammonia Nitrogen Concentrations versus ECA Limits

	Monthly Average Concentration (mg/L)	Within Monthly Limits? (2.3 mg/L)	Within Annual Limits? (1.5 mg/L)	Monthly Average Loading (kg/d)	Within Annual Limit? (2.2 kg/d)
October 2018	0.13	Yes	-	0.04	-
November 2018	1.04	Yes	-	2.59	-
December 2018	0.65	Yes	-	1.80	-
January 2019	2.74	No	-	6.84	-
February 2019	2.80	No	-	4.37	-
March 2019	14.00	No	-	4.70	-
April 2019	8.12	No	-	22.94	-
Annual Average	4.21	-	No	6.18	No

Table 11: *E. coli* Concentrations versus ECA Limits

	Monthly Average Concentration (mg/L)	Within Monthly Limits? (200 CFU/ 100mL)
October 2018	3	Yes
November 2018	2	Yes
December 2018	2	Yes
January 2019	5	Yes
February 2019	2	Yes
March 2019	84	Yes
April 2019	36	Yes

2.5 Success & Adequacy of the System

The parameters CBOD₅, Total Suspended Solids, and Total Phosphorus for effluent discharges were well within the limits outlined by the ECA, with removal rates between 87% - 98%. *E. coli* concentrations reached a maximum of 84 CFU/100mL in March 2019, well within the compliance limit. Colony counts have remained low for the majority of the reporting season.

Despite best efforts, Total Ammonia Nitrogen (TAN) concentrations were out of compliance between January 2019 and April 2019, exceeding the limit for 4 months of the reporting year. As a result, the Annual Limit for TAN was also exceeded. This set of exceedances is part of an ongoing investigation of unusual plant loading occurring at the beginning of 2019. Please refer to **Section 3** of this report for more details regarding the TAN exceedances.

Please refer to Appendix A for a detailed performance assessment report.

2.6 Effluent Flows - Discharges

The following table outlines the effluent flow discharge data for the 2018 – 2019 reporting season:

Table 12: Effluent Discharge Summary

Month	Average Daily Flow (m ³ /day)	Peak Flow (m ³ /day)	Total Flow (m ³)
September 2018	64.80	110.48	194.4
October 2018	299.71	520.55	9291.04
November 2018	2489.03	2960.30	74670.95
December 2018	2763.56	3351.10	85670.30

January 2019	2497.25	3442.40	77414.83
February 2019	1560.73	4708.20	43700.73
March 2019	335.44	1974.20	10398.50
April 2019	2824.58	4648.60	84737.36
Annual Average	1142.24	-	-
Annual Max	-	4708.20	-
Annual Total	-	-	386077.80

The average daily effluent flow for the 2018 – 2019 reporting period was 1142.24 m³/d, with the highest peak flow at 4648.60 m³/d recorded during the month of April 2019. Total discharge flow for this reporting period was 386,077.80 m³

Discharge periods occurred between the ECA-allotted time frame of September 16 to April 30, following the ammonia-based discharge curves generated by the Ministry. The design discharge limit of 6500 m³/d was not exceeded during this reporting period.

It should be noted that during the month of September 2018, due to complications involving a broken valve and a leaking gate seal, effluent was unintentionally discharged to the Conestogo River. It was found at the time of discharge that the effluent received appropriate UV disinfection and the river flow was adequate. However, sampling did not occur to confirm the effluent quality at the time of discharge. This incident was captured in the MECP inspection and resulting report conducted on March 5, 2019.

Please see Appendix B for the Daily Discharge Summary

3. Operating Problems & Corrective Actions

ECA 3773-ABJKXX, Section 10 (6)(b):

“a description of any operating problems encountered and corrective actions taken;”

Starting in January 2019, it was noted that Total Ammonia Nitrogen levels were exceeding the ECA limit due to abnormally concentrated influent, which disrupted the nitrification processes at the plant.

Golden Valley Farms, an industrial meat processing plant, has been discharging into the Sewage Collection Systems since its establishment. It was suspected that the processing plant had been contributing higher than normal loadings to the plant, causing process upsets.

Additional influent sampling was conducted during the month of February from the outfall of the Golden Valley Farms Treatment Facility. Results were relayed to the Town of Wellington North for Sewer-use Bylaw investigations. The sample results can be seen in the following table:

Table 13: Golden Valley Farms Discharge Sample Results

Date	TP (mg/L)	BOD ₅ (mg/L)	TSS (mg/L)	TKN (mg/L)
February 12, 2019	1.96	316.00	42.00	29.40
February 14, 2019	4.15	311.00	105.00	27.00
Average	3.06	313.50	73.50	28.20

It is suspected, after substantial completion of the Arthur WWTP upgrades under the new ECA (9614-B5FJV7), capacity and treatment capabilities of the plant will improve to further mitigate any future loading issues.

4. Major Maintenance Activities

ECA 3773-ABJKXX, Section 10 (6)(c):

“a summary of all maintenance carried out on any major structure, equipment, apparatus, mechanism or thing forming part of the Works;”

4.1 Work Management System

Planned maintenance, including scheduled and non-scheduled maintenance activities are scheduled using a computerized Work Management System (WMS) that allows user to:

- Enter detailed asset information
- Generate and process work orders
- Access maintenance and inspection procedures
- Plan, schedule, and document all asset related tasks and activities
- Access maintenance records and asset histories

Work Orders are automatically generated by the WMS program and are assigned to the applicable Operations staff accordingly.

4.2 Preventative Maintenance

There were a number of major maintenance tasks throughout 2018. They are as follows:

- Annual sewage pumping station cleanouts
- Annual Generator inspections and load testing

4.3 Repairs & Improvements

There were a number of repairs and/or improvements made in the 2018 – 2019 reporting period. They are as follows:

- Headworks – Outside Receptacle Repaired
- Well Street Pump Station - Pump #1 Repairs
- Well Street Pump Station - Power Meter Replaced
- Well Street Pump Station - 20HP Flange Repaired
- Well Street Pump Station - Check Valves Replaced
- Biosolids loading pipe repaired
- Decant chamber float replacements
- Return Activated Sludge Flow meter repaired

5. Effluent Quality Assurance & Control

ECA 3773-ABJKXX, Section 10 (6)(d):

“a summary of any effluent quality assurance or control measures undertaken in the reporting period;”

The Ontario Clean Water Agency (OCWA) operates the Arthur Wastewater Treatment Plant in accordance with provincial regulations.

- Use of Accredited Laboratories: analytical tests to monitor the effluent quality are conducted by a laboratory audited by the Canadian Association for Laboratory Accreditation Inc. (CALA) and accredited by the Standards Council of Canada (SCC). Accreditation ensures that the laboratory has acceptable laboratory protocols and test methods in place. It also requires the laboratory to provide evidence and assurances of the proficiency of the analysts performing the test methods. During this monitoring period (May 1, 2018, to April 30, 2019), all chemical sample analyses were conducted by SGS (Lakefield) Canada Inc.
- Operation by Licensed Operators: Arthur WWTP is operated and maintained by the Ontario Clean Water Agency’s licensed Operation Staff. The mandatory licensing program for operators of sewage treatment facilities in Ontario is regulated under the Ontario Water Resources Act (OWRA) Regulation 435/93 and Ontario Regulation 129/04. Licensing means that an individual meets the education and experience requirements and has successfully passed the certification exam. The Georgian Highlands Region of the Ontario Clean Water Agency operates the sewage works from their Highlands Hub Office in Shelburne, Ontario using only Licensed Operators. Refer to the following table summarizing current Operations staff licensing for the Arthur WWTP:

Table 14: Operator Licensing for the Arthur WWTP

Operator	Level	Certificate #	Expiry Date
Dwight Hallahan	WWT 2	15499	Apr 30, 2019
	WWC 1	16002	Jan 31, 2021
Dan Yake	WWT 2	57390	Jul 31, 2019
	WWC 1	69121	Jan 31, 2020

Don Irvine	WWT 1	94108	Jul 31, 2019
	WWC 1	Deemed	Jul 31, 2019
Steve Miller	WWT 4	15422	Jan 31, 2022
	WWC 2	17899	Jan 31, 2022

- Sampling and Analytical Requirements: OCWA followed a sampling and analysis schedule required by the Environmental Compliance Approval.
- Use of In-House Laboratory: in-house tests are conducted by Licensed Operators for monitoring purposes using Standard Methods. The data generated from these tests is used to determine the treatment efficiency while maintaining process control. All in-house monitoring equipment is calibrated based on the manufacturer’s recommendations. The Operators of the facility will continue to use their expertise in order to meet our objective of no exceedances of the ECA Effluent Compliance Limits and future Compliance Objectives.

6. Calibration & Maintenance Procedures

ECA 3773-ABJKXX, Section 10 (6)(e):

“a summary of the calibration and maintenance carried out on all effluent monitoring equipment;”

All in-house monitoring equipment is calibrated as per manufacturer’s recommendations. Monitoring and metering equipment is also calibrated by a third party on an annual basis. Preventative maintenance is scheduled for all equipment at the sewage treatment plant and pumping stations at regular frequency (frequency depends on the equipment and type of maintenance). Maintenance activities are scheduled within the work management system Maximo, upon completion, Operators set the work order to complete. On a monthly basis, preventative work orders are reviewed for completion.

Flowmetrix Technical Services Inc. successfully calibrated flow measuring equipment on September 21, 2018.

Refer to Appendix C for the Calibration Reports.

7. Sludge Generation

ECA 3773-ABJKXX, Section 10 (6)(f):

“a tabulation of the volume of sludge generated in the reporting period, an outline of anticipated volumes to be generated in the net reporting period and a summary of the locations to where the sludge was disposed;”

The table below shows a summary of sludge haulage for the 2018-2019 reporting period:

Table 15: Sludge Haulage

NASM #	Volume Hauled (m ³)	Date	Comments
W1003	178.00	25/05/2018	Hauled by Wessuc
W1001	311.50	28/05/2018	Hauled by Wessuc

W1001	133.50	29/05/2018	Hauled by Wessuc
D3001	222.50	10/10/2018	Hauled by Wessuc
D3001	267.00	12/10/2018	Hauled by Wessuc
D3001	44.50	15/10/2018	Hauled by Wessuc
D3001	89.00	16/10/2018	Hauled by Wessuc
n/a	114	26/11/2018	Hauled by Saugeen Agri Service
n/a	114.00	21/12/2018	Hauled by Saugeen Agri Service
n/a	119	25/01/2019	Hauled by Saugeen Agri Service
n/a	39.9	18/03/2019	Hauled by Saugeen Agri Service
n/a	39.18	20/03/2019	Hauled by Saugeen Agri Service
n/a	36.71	22/03/2019	Hauled by Saugeen Agri Service
n/a	38.00	25/03/2019	Hauled by Saugeen Agri Service
n/a	38.54	28/03/2019	Hauled by Saugeen Agri Service
n/a	79.32	29/03/2019	Hauled by Saugeen Agri Service
n/a	80.00	01/04/2019	Hauled by Saugeen Agri Service
Total:	1944.65		

Digested sludge produced at the Arthur Wastewater Treatment Plant is land-applied in accordance with the Nutrient Management Act 2002 and Ontario Regulation 267/03. Additional sludge haulage is directed towards Lystek International Inc., located in Dundalk, Ontario. This facility converts biosolids into “market ready” fertilizer products.

Grab samples of digested (aerobic) sludge are collected and tested as per these guidelines. During the reporting period, sludge sample analysis was carried out by SGS Lakefield Research Limited. A summary of sludge sample results is provided in **Appendix D**.

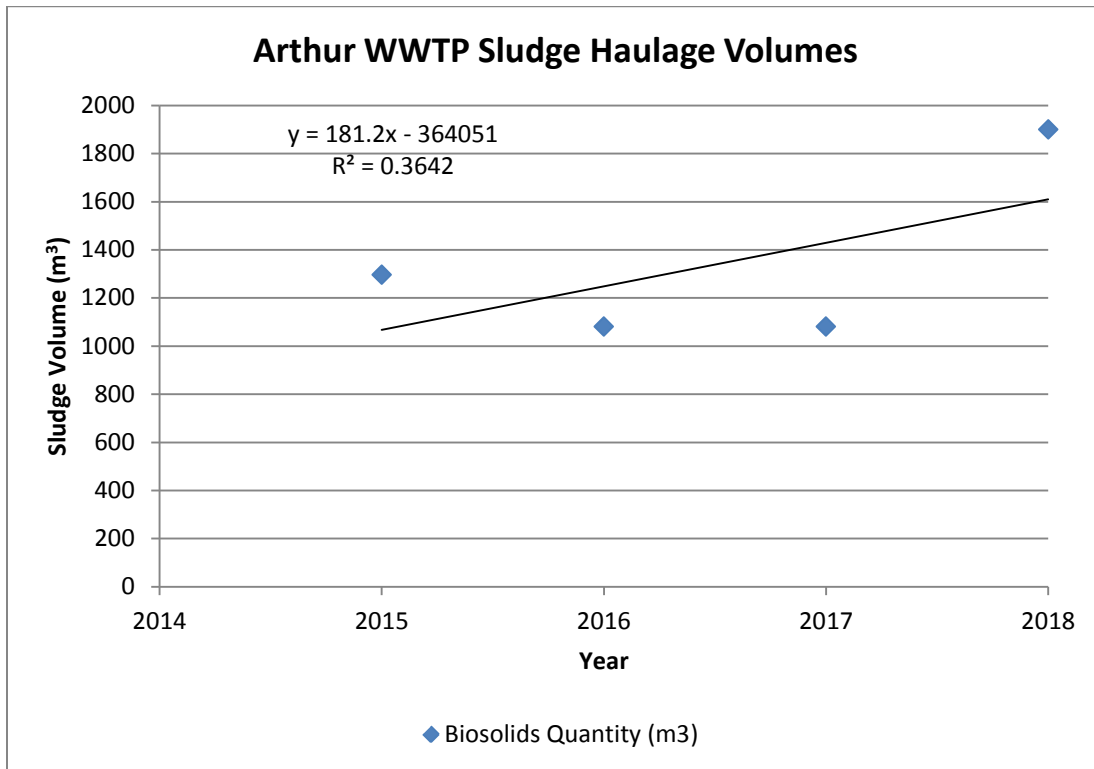
Two haulers were used during the 2018 – 2019 reporting period:

- Wessuc Environmental Services Inc. - Certificate of Approval: Waste Management System #1603-4LGJBN
- Eden Environmental Services Ltd. - Certificate of Approval: Waste Management System #9566-6HYKC3

The Certificate of Approval for the Mount Forest Sludge Storage Facility #7965-5EKNUW allows the storage of sludge from the Arthur WWTP. There was no sludge stored at the Mount Forest facility for this reporting period.

Based on the design flow, predicted sludge haulage, average wastewater quality and a linear regression with an R^2 value of 36.42%, the anticipated volume to be generated in the next reporting period is approximately 2100 m^3 .

Figure 1: Arthur WWTP Sludge Haulage Trending



9. Community Complaints

ECA 3773-ABJKXX, Section 10 (6)(g):

“a summary of any complaints received during the reporting period and any steps taken to address the complaints;”

There is a standard operating (SOP) in place that outlines the steps required for receiving and addressing community complaints. All complaints are to be discussed and/or investigated, and resolved as required. The community complaint is logged in detail in the facility logbook and then various details are entered into OCWA’s electronic database system “OPEX.” This database contains the history of all complaints with the relevant information enclosed.

There was one complaint registered for the Arthur WWTP during the 2018 - 2019 reporting period:

- July 27, 2018 – A noise complaint was received, with the noise source originating from the air stack in the aeration cells; the Operator purchased a muffler in response to suppress the noise significantly. No follow-up complaints were issued.

Please see Appendix E for the full OPEX Report

10. By-pass, Spill or Abnormal Discharge Events

ECA 3773-ABJKXX, Section 10 (6)(h):

“a summary of all By-pass, spill or abnormal discharge events and mitigating measures taken;”

10.1 By-pass events

There were no by-pass events during the reporting period.

10.2 Spills

There were no spills during the reporting period.

10.3 Abnormal Discharge Events

There were no abnormal discharge events during the reporting period.

11. Notice of Modifications

ECA 3773-ABJKXX, Section 10 (6)(i):

“a copy of all Notice of Modifications submitted to the Water Supervisor as a result of Schedule B, Section 1, with a status report on the implementation of each modification;”

There were no Notice of Modifications under Schedule B, Section 1 submitted during this reporting period.

12. Modification Completion Reports

ECA 3773-ABJKXX, Section 10 (6)(j):

“a report summarizing all modifications completed as a result of Schedule B, Section 3; and”

There were no modifications completed under Schedule B, Section 3 during this reporting period.

13. Water Supervisor Information Request

ECA 3773-ABJKXX, Section 10 (6)(k):

“any other information from the Water Supervisor requires from time to time.”

There were no requests from the Water Supervisor for any other information during the reporting period.



David Jorge
Process and Compliance Technician
Ontario Clean Water Agency, Highlands Hub

**2018 - 2019 Annual Performance Report
Arthur Wastewater Treatment Plant
ECA 3773-ABJKXX**

Appendix A

Performance Assessment Report

May 2018 – April 2019

Ontario Clean Water Agency
Performance Assessment Report Wastewater/Lagoon

Report extracted 06/13/2019 14:44

From: 01/05/2018 to 30/04/2019

Facility: [5767] ARTHUR WASTEWATER TREATMENT PLANT

Works: [11000882]

	05/2018	06/2018	07/2018	08/2018	09/2018	10/2018	11/2018	12/2018	01/2019	02/2019	03/2019	04/2019	<--Total-->	<--Avg-->	<--Max-->	<--Criteria-->
Flows:																
Raw Flow: Total - Raw Sewage (m³)	42538.20	30106.72	27631.03	29831.76	25759.39	31127.21	40004.92	45947.10	41156.04	35750.68	53961.24	65050.00	468864.29			
Raw Flow: Avg - Raw Sewage (m³/d)	1372.20	1003.56	891.32	962.31	858.65	1004.10	1333.50	1482.16	1327.61	1276.81	1740.69	2168.33		1285.10		1465.0
Raw Flow: Max - Raw Sewage (m³/d)	2284.50	1341.40	1242.40	1593.70	1192.00	1572.27	2021.57	2066.90	2168.80	2810.90	4167.00	3605.80			4167.00	
Eff. Flow: Total - Final Effluent (m³)	0.00	0.00	0.00	0.00	194.40	9291.04	74670.95	85670.30	77414.83	43700.37	10398.50	84737.36	386077.75			
Eff. Flow: Avg - Final Effluent (m³/d)	0.00	0.00	0.00	0.00	64.80	299.71	2489.03	2763.56	2497.25	1560.73	335.44	2824.58		1069.59		
Eff. Flow: Max - Final Effluent (m³/d)	0.00	0.00	0.00	0.00	110.48	520.55	2960.30	3351.10	3442.40	4708.20	1974.20	4648.60			4708.20	
Carbonaceous Biochemical Oxygen Demand: CBOD:																
Eff: Avg cBOD5 - Final Effluent (mg/L)						2.000	< 3.333	< 2.000	2.000	2.000	12.000	6.200		< 4.219	12.000	
Eff: # of samples of cBOD5 - Final Effluent (mg/L)						2	3	2	2	1	1	5	16			
Loading: cBOD5 - Final Effluent (kg/d)						0.599	< 8.297	< 5.527	4.995	3.121	4.025	17.512		< 6.297	17.512	
Biochemical Oxygen Demand: BOD5:																
Raw: Avg BOD5 - Raw Sewage (mg/L)	122.000	236.000	287.000	225.000	157.000	181.000	126.000	83.000	140.000	280.000	156.000	308.500		191.792	308.500	
Raw: # of samples of BOD5 - Raw Sewage (mg/L)	1	1	1	1	1	1	1	1	1	1	1	2	13			
Eff: Avg BOD5 - Final Effluent (mg/L)						< 2.500	3.600	< 3.750	< 3.400	< 5.500	20.000	9.600		< 6.907	20.000	15.0
Loading: BOD5 - Final Effluent (kg/d)						< 0.749	8.961	< 10.363	< 8.491	< 8.584	6.709	27.116		< 10.139	27.116	
Percent Removal: BOD5 - Raw Sewage (mg/L)						98.619	97.143	95.482	97.571	98.036	87.179	96.888			98.619	
Total Suspended Solids: TSS:																
Raw: Avg TSS - Raw Sewage (mg/L)	115.000	157.000	171.000	174.000	196.000	194.000	118.000	74.000	118.000	146.000	125.000	141.000		144.083	196.000	
Raw: # of samples of TSS - Raw Sewage (mg/L)	1	1	1	1	1	1	1	1	1	1	1	2	13			
Eff: Avg TSS - Final Effluent (mg/L)						3.750	3.800	3.750	4.400	4.000	12.000	12.400		6.300	12.400	15.0
Eff: # of samples of TSS - Final Effluent (mg/L)						4	5	4	5	2	1	5	26			
Loading: TSS - Final Effluent (kg/d)						1.124	9.458	10.363	10.988	6.243	4.025	35.025		11.032	35.025	
Percent Removal: TSS - Final Effluent (mg/L)						98.067	96.780	94.932	96.271	97.260	90.400	91.206			98.067	
Percent Removal: TSS - Raw Sewage (mg/L)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000		0.000	0.000	
Total Phosphorus: TP:																
Raw: Avg TP - Raw Sewage (mg/L)	3.830	6.110	7.520	5.200	6.660	4.610	3.980	2.540	5.140	5.340	5.510	3.970		5.034	7.520	
Raw: # of samples of TP - Raw Sewage (mg/L)	1	1	1	1	1	1	1	1	1	1	1	2	13			
Eff: Avg TP - Final Effluent (mg/L)						0.140	0.230	0.103	0.086	0.180	0.450	0.112		0.186	0.450	1.0
Eff: # of samples of TP - Final Effluent (mg/L)						4	5	4	5	2	1	5	26			
Loading: TP - Final Effluent (kg/d)						0.042	0.572	0.283	0.215	0.281	0.151	0.316		0.266	0.572	
Percent Removal: TP - Final Effluent (mg/L)						96.963	94.221	95.965	98.327	96.629	91.833	97.179			98.327	
Nitrogen Series:																
Raw: Avg TKN - Raw Sewage (mg/L)	23.400	31.000	37.900	33.900	32.900	32.900	23.000	21.200	34.500	60.200	22.100	20.250		31.104	60.200	
Raw: # of samples of TKN - Raw Sewage (mg/L)	1	1	1	1	1	1	1	1	1	1	1	2	13			
Eff: Avg TAN - Final Effluent (mg/L)						< 0.125	< 1.040	< 0.650	2.740	2.800	14.000	8.120		< 4.211	14.000	2.3
Eff: # of samples of TAN - Final Effluent (mg/L)						4	5	4	5	2	1	5	26			
Loading: TAN - Final Effluent (kg/d)						< 0.037	< 2.589	< 1.796	6.842	4.370	4.696	22.936		< 6.181	22.936	
Eff: Avg NO3-N - Final Effluent (mg/L)						25.800	13.540	13.540	5.956	1.755	0.300	1.260		8.866	25.800	
Eff: # of samples of NO3-N - Final Effluent (mg/L)						4	5	4	5	2	1	5	26			
Eff: Avg NO2-N - Final Effluent (mg/L)						< 0.045	< 0.160	< 0.083	< 0.068	0.215	0.140	0.154		< 0.124	0.215	
Eff: # of samples of NO2-N - Final Effluent (mg/L)						4	5	4	5	2	1	5	26			
Disinfection:																
Eff: GMD E. Coli - Final Effluent (cfu/100mL)						2.632	2.000	2.000	5.073	2.000	84.000	35.933		19.091	84.000	200.0
Eff: # of samples of E. Coli - Final Effluent (cfu/100mL)						4	5	4	5	2	1	5	26			

**2018 - 2019 Annual Performance Report
Arthur Wastewater Treatment Plant
ECA 3773-ABJKXX**

Appendix B

Daily Discharge Summary

Arthur WWTP

Annual Performance Report

Daily Effluent Discharge Volumes

September 16, 2018 - April 30, 2019

SEPTEMBER 2018	
Date	Flow (m ³)
24/09/2018	25.79
25/09/2018	110.48
26/09/2018	58.13
27/09/2018	0
28/09/2018	0
29/09/2018	0
30/09/2018	0

OCTOBER 2018	
Date	Flow (m ³)
01/10/2018	214.79
02/10/2018	497.58
03/10/2018	436.79
04/10/2018	415.25
05/10/2018	373.59
06/10/2018	379.47
07/10/2018	366.67
08/10/2018	359.48
09/10/2018	360.12
10/10/2018	305.49
11/10/2018	233.45
12/10/2018	306.5
13/10/2018	520.55
14/10/2018	486.65
15/10/2018	479.84
16/10/2018	371.39
17/10/2018	293.56
18/10/2018	278.97
19/10/2018	267.64
20/10/2018	255
21/10/2018	259.74
22/10/2018	257.23
23/10/2018	236.39
24/10/2018	235.07
25/10/2018	217.73
26/10/2018	133.23
27/10/2018	4.57
28/10/2018	0
29/10/2018	0
30/10/2018	284.33
31/10/2018	459.97

NOVEMBER 2018	
Date	Flow (m ³)
01/11/2018	376.85
02/11/2018	1781.7
03/11/2018	2644.8
04/11/2018	2571.2
05/11/2018	2482.2
06/11/2018	2872.3
07/11/2018	2730.5
08/11/2018	2652.9
09/11/2018	2621.2
10/11/2018	2481.9
11/11/2018	2483.4
12/11/2018	2455.2
13/11/2018	2509.4
14/11/2018	2547.3
15/11/2018	2528.1
16/11/2018	2520.3
17/11/2018	2494.3
18/11/2018	2466.6
19/11/2018	2549.6
20/11/2018	2496.2
21/11/2018	2391.6
22/11/2018	2425.2
23/11/2018	2444.5
24/11/2018	2495.3
25/11/2018	2923.1
26/11/2018	2960.3
27/11/2018	2895.2
28/11/2018	2678.2
29/11/2018	2586.6
30/11/2018	2605

DECEMBER 2018	
Date	Flow (m ³)
01/12/2018	2609.5
02/12/2018	3294.1
03/12/2018	3295
04/12/2018	3003
05/12/2018	2815
06/12/2018	2780
07/12/2018	2660.9
08/12/2018	2622.2
09/12/2018	2584
10/12/2018	2497.7
11/12/2018	2543.9
12/12/2018	2489.6
13/12/2018	2559.8
14/12/2018	2697.4
15/12/2018	2658.6
16/12/2018	2672.9
17/12/2018	2621
18/12/2018	2662.5
19/12/2018	2720.9
20/12/2018	2574
21/12/2018	3351.1
22/12/2018	2976
23/12/2018	2760.5
24/12/2018	2567.9
25/12/2018	2534.2
26/12/2018	2521.2
27/12/2018	2528.9
28/12/2018	3345.8
29/12/2018	3021.1
30/12/2018	2849.4
31/12/2018	2852.2

JANUARY 2019	
Date	Flow (m ³)
01/01/2019	3442.4
02/01/2019	2977.1
03/01/2019	2879.6
04/01/2019	2794.6
05/01/2019	2681.8
06/01/2019	2602.3
07/01/2019	2527.7
08/01/2019	3015.3
09/01/2019	2834.3
10/01/2019	2827.7
11/01/2019	2662.1
12/01/2019	2702.2
13/01/2019	2562.3
14/01/2019	2692.6
15/01/2019	2557.4
16/01/2019	2584.9
17/01/2019	2135.7
18/01/2019	674.53
19/01/2019	0
20/01/2019	0
21/01/2019	0
22/01/2019	1157.6
23/01/2019	2837.4
24/01/2019	3133.1
25/01/2019	3401.7
26/01/2019	3308.7
27/01/2019	3303.6
28/01/2019	3240.6
29/01/2019	3336
30/01/2019	3272.8
31/01/2019	3268.8

FEBRUARY 2019	
Date	Flow (m ³)
01/02/2019	3274
02/02/2019	3152.8
03/02/2019	3389.1
04/02/2019	4708.2
05/02/2019	3618
06/02/2019	3001.7
07/02/2019	3772.3
08/02/2019	3769.5
09/02/2019	3557.1
10/02/2019	3463.9
11/02/2019	3509.7
12/02/2019	3101.9
13/02/2019	1235.5
14/02/2019	88.54
15/02/2019	58.13
16/02/2019	0
17/02/2019	0
18/02/2019	0
19/02/2019	0
20/02/2019	0
21/02/2019	0
22/02/2019	0
23/02/2019	0
24/02/2019	0
25/02/2019	0
26/02/2019	0
27/02/2019	0
28/02/2019	0

MARCH 2019	
Date	Flow (m ³)
01/03/2019	0
02/03/2019	0
03/03/2019	0
04/03/2019	0
05/03/2019	0
06/03/2019	0
07/03/2019	0
08/03/2019	0
09/03/2019	0
10/03/2019	0
11/03/2019	0
12/03/2019	0
13/03/2019	0
14/03/2019	0
15/03/2019	0
16/03/2019	0
17/03/2019	0
18/03/2019	0
19/03/2019	0
20/03/2019	0
21/03/2019	0
22/03/2019	0
23/03/2019	0
24/03/2019	0
25/03/2019	1167.9
26/03/2019	1782.9
27/03/2019	1754
28/03/2019	1912.3
29/03/2019	1974.2
30/03/2019	1807.2
31/03/2019	0

APRIL 2019	
Date	Flow (m ³)
01/04/2019	0
02/04/2019	900.16
03/04/2019	1982
04/04/2019	1883.8
05/04/2019	1853.4
06/04/2019	1813.5
07/04/2019	1989
08/04/2019	2900.9
09/04/2019	3830.6
10/04/2019	4602.6
11/04/2019	3922.5
12/04/2019	3130.8
13/04/2019	2117.3
14/04/2019	1739.7
15/04/2019	2621.6
16/04/2019	3496
17/04/2019	3459.1
18/04/2019	2933.5
19/04/2019	2960.5
20/04/2019	3327.8
21/04/2019	2889
22/04/2019	2899.8
23/04/2019	4134.4
24/04/2019	4140.7
25/04/2019	4278.5
26/04/2019	4648.6
27/04/2019	2537.3
28/04/2019	2114.6
29/04/2019	2961.1
30/04/2019	2668.6

**2018 - 2019 Annual Performance Report
Arthur Wastewater Treatment Plant
ECA 3773-ABJKXX**

Appendix C
Calibration Reports

Western Office Eastern Office
 2088 Jetstream Road 1602 Old Wooler Road
 London, Ontario Wooler, Ontario
 N5V 3P6 K0K 3M0

AS FOUND CERTIFICATION
FORWARD FLOW DIRECTION
PASS
CLIENT DETAIL

CUSTOMER OCWA - West Highlands Hub
CONTACT Don Irvine
 Process Compliance Technician
 p. 519-925-1938 x225
 c. 519-321-9474
 e. dirvine@ocwa.com

EQUIPMENT DETAIL

[MUT] MANUFACTURER Rosemount
MODEL 8712D
CONVERTER SERIAL NUMBER 0860216177

PLANT ID Arthur WPCP
METER ID Pond Effluent Flow
FIT ID n/a
CLIENT TAG OCWA# 122848
OTHER n/a
GPS COORDINATES N43 49 903 W080 32 948

VER. BY - FM Paris Machuk

Quality Management Standards Information -
 Reference equipment and instrumentation used to
 conduct this verification test is found in our AC-
 QMS document at the time this test was

VERIFICATION DATE September 21, 2018
CAL. FREQUENCY Annual
CAL. DUE DATE September, 2019

PROGRAMMING PARAMETERS

DIAMETER (DN) mm 150
F.S. FLOW - MAG LPS 223.7
F.S. RANGE - O/P LPS 100.000
TUBE CAL. FACTOR 0895005708809005

FORWARD TOTALIZER INFORMATION

AS FOUND 1518017 **M3**
AS LEFT 1518041 **M3**
DIFFERENCE 24 **M3**

TEST CRITERIA

AS FOUND CERTIFICATION TEST Yes
FORWARD FLOW DIRECTION Yes
ALLOWABLE [%] ERROR 5

COMPONENTS TESTED

CONVERTER DISPLAY yes
mA OUTPUT yes
TOTALIZER yes
ACCURACY BASED ON [% o.r.] yes
ERROR DOCUMENTED IN THIS REPORT, BASED ON % o.r.

VERIFICATOR CAL. FACTOR 1000015010000000
 [16-digits]

FLOW TUBE SIMULATION

	0	3	10	30	ft/s
DISPLAY	0.00	3.00	10.00	30.00	ft/s
MUT Reading	0.00	3.00	10.00	30.02	ft/s
MUT % Error	n/a	0.00	0.00	0.07	%
mA OUTPUT	4.000	5.600	9.333	20.000	mA
MUT Reading	4 mA	5.595	9.329	19.995	mA
MUT % Error	20 mA	-0.09	-0.05	-0.02	%
TOTALIZER				30.00	ft/s
TEST Accumulation				2448.00	ft
TIME				81.63	seconds
CALC. Velocity				29.99	ft/s
% Error				-0.04	%

QUALITY MANAGEMENT STANDARDS INFO.

[QMS] INFORMATION	IDENT.	ID #
[REFERENCE] FTS	ROS	1
PROCESS METER	PM	11
ANALOG METER	AM	N/A
STOP WATCH	SW	Yes

*All values are for "As Found" values.

COMMENTS
RESULTS

TEST	AVG % o.r.	PASS FAIL
DISPLAY	0.02	PASS
mA OUTPUT	-0.05	PASS
TOTALIZER	-0.04	PASS

This report reflects the test results of the overall accuracy for the above flow converter using the specified manufacturers flow tube simulator to within the specified tolerance as identified within this report.

Western Office Eastern Office
 2088 Jetstream Road 1602 Old Wooler Road
 London, Ontario Wooler, Ontario
 N5V 3P6 K0K 3M0

AS FOUND CERTIFICATION
FORWARD FLOW DIRECTION
PASS
CLIENT DETAIL

CUSTOMER OCWA - West Highlands Hub
CONTACT Don Irvine
 Process Compliance Technician
 p 519-925-1938 x225
 c 519-321-9474
 e dirvine@ocwa.com

EQUIPMENT DETAIL

[MUT] MANUFACTURER Rosemount
MODEL 8712D
CONVERTER SERIAL NUMBER 080220959

VER. BY - FM Paris Machuk

Quality Management Standards Information -
 Reference equipment and instrumentation used to
 conduct this verification test is found in our AC-
 QMS document at the time this test was

PLANT ID Arthur WPCP
METER ID Plant Effluent Flow Meter
FIT ID n/a
CLIENT TAG OCWA# 205612
OTHER n/a
GPS COORDINATES N43 49 903 W080 32 948

VERIFICATION DATE September 21 2018
CAL. FREQUENCY Annual
CAL. DUE DATE September, 2019

PROGRAMMING PARAMETERS

DIAMETER (DN) mm 150
F.S. FLOW - MAG LPS 223.7
F.S. RANGE - O/P LPS 100.000
TUBE CAL. FACTOR 0916605509025005

FORWARD TOTALIZER INFORMATION

AS FOUND 1148119 M3
AS LEFT 1148145 M3
DIFFERENCE 26 M3

TEST CRITERIA

AS FOUND CERTIFICATION TEST Yes
FORWARD FLOW DIRECTION Yes
ALLOWABLE [%] ERROR 5

COMPONENTS TESTED

CONVERTER DISPLAY yes
mA OUTPUT yes
TOTALIZER yes
ACCURACY BASED ON [% o.r.] yes
ERROR DOCUMENTED IN THIS REPORT; BASED ON % o.r.

VERIFICATOR CAL. FACTOR 1000015010000000
 [16-digits]

FLOW TUBE SIMULATION

DISPLAY	0.00
MUT Reading	0.00
MUT % Error	n/a
mA OUTPUT	4.000
MUT Reading 4 mA	4.000
MUT % Error 20 mA	0.00

	3	10	30	ft/s
	3.00	10.00	30.00	ft/s
	3.00	10.01	30.02	ft/s
	0.00	0.10	0.07	%
	5.600	9.333	20.000	mA
	5.600	9.332	19.994	mA
	0.00	-0.01	-0.03	%

TOTALIZER	
TEST Accumulation	30.00 ft/s
TIME	2992.00 ft
CALC. Velocity	99.46 seconds
% Error	30.08 ft/s
	0.27 %

QUALITY MANAGEMENT STANDARDS INFO.

[QMS] INFORMATION	IDENT.	ID #
[REFERENCE] FTS	ROS	1
PROCESS METER	PM	11
ANALOG METER	AM	n/a
STOP WATCH	SW	Yes

*All values are for "As Found" values.

COMMENTS

RESULTS		
TEST	AVG % o.r.	PASS FAIL
DISPLAY	0.06	PASS
mA OUTPUT	-0.01	PASS
TOTALIZER	0.27	PASS

This report reflects the test results of the overall accuracy for the above flow converter using the specified manufacturers flow tube simulator to within the specified tolerance as identified within this report.

Western Office Eastern Office
2088 Jetstream Road 1602 Old Wooler Road
London, Ontario Wooler, Ontario
N5V 3P6 K0K 3M0

AS FOUND CERTIFICATION

PASS

CLIENT DETAIL

CUSTOMER OCWA - West Highlands Hub
CONTACT Don Irvine
Process Compliance Technician
p 519-925-1938 x225
c 519-321-9474
e dirvine@ocwa.com

EQUIPMENT DETAIL

[MUT] MANUFACTURER Milltronics
MODEL OCM-III
CONVERTER SERIAL NUMBER PBD/W3100009

PLANT ID Arthur WPCP
METER ID Plant Effluent Flow
FIT ID n/a
CLIENT TAG n/a
OTHER n/a
GPS COORDINATES n/a

VER. BY - FM Paris Machuk

Quality Management Standards Information -
Reference equipment and instrumentation used to
conduct this verification test is found in our AC-
QMS document at the time this test was

VERIFICATION DATE September 21, 2018
CAL. FREQUENCY Annual
CAL. DUE DATE September, 2019

PROGRAMMING PARAMETERS

THROAT DIMENSION (DN) inches 9
EMPTY DISTANCE m 0.960
MAX. HEAD m 0.334
DEAD ZONE m 0.626
BLANKING DISTANCE m 0.305
MAX. FLOW LPS 100.0
F. S. RANGE - O/P LPS 100.0

TOTALIZER
AS FOUND 2198488 M3
AS LEFT 2198524 M3
DIFFERENCE 36 M3

TEST CRITERIA
AS FOUND CERTIFICATION TEST Yes
ALLOWABLE [%] ERROR 5

COMPONENTS TESTED

CONVERTER DISPLAY yes
mA OUTPUT yes
TOTALIZER yes
ACCURACY BASED ON [% o.r.] no
ERROR DOCUMENTED IN THIS REPORT, BASED ON % F.S.

Ultrasonic sensor installed to ensure full scale flow condition

AS FOUND TEST RESULTS

		0.0	15.8	29.4	45.6	84.9	% F.S. Range
		0.000	0.100	0.150	0.200	0.300	m
REF. FLOW RATE		0.000	15.801	29.383	45.630	84.854	LPS
MUT [Reading]		0.000	15.610	29.520	45.290	85.040	LPS
MUT [Difference]		0.000	-0.191	0.137	-0.340	0.186	LPS
MUT [% Error]		n/a	-0.19	0.14	-0.34	0.19	%
mA OUTPUT		4.000	6.528	8.701	11.301	17.576	mA
MUT [Reading]	min. 4.000 mA	4.008	6.505	8.732	11.253	17.617	mA
MUT [Difference]	max. 20.000 mA	0.008	-0.023	0.031	-0.048	0.041	mA
MUT [% Error]		0.04	-0.12	0.15	-0.24	0.20	%
TOTALIZER - REF. FLOW RATE						84.854	LPS
TOTALIZER [MUT]						16	M3
TEST TIME						187.60	SECONDS
CALC. TOTALIZER						15.919	M3
ERROR						0.51	%

COMMENTS

QUALITY MANAGEMENT STANDARDS INFO.

[QMS] INFORMATION	IDENT.	ID #
[REFERENCE] LEVEL	Sim. BOARD	n/a
PROCESS METER	PM	11
STOP WATCH	SW	n/a

RESULTS

TEST	AVG %FS	PASS FAIL
DISPLAY	-0.05	PASS
mA OUTPUT	0.01	PASS
TOTALIZER	0.51	PASS

This report reflects the test results of the overall accuracy for the above flow converter using the specified manufacturers flow tube simulator to within the specified tolerance as identified within this report.

Western Office	Eastern Office
2088 Jetstream Road	1602 Old Wooler Road
London, Ontario	Wooler, Ontario
N5V 3P6	K0K 3M0

CERTIFICATION RESULTS

AS FOUND	PASS
AS LEFT	PASS

CLIENT DETAIL

CUSTOMER OCWA - West Highlands Hub
CONTACT Don Irvine
 Process Compliance Technician
 p 519-925-1938 x225
 c 519-321-9474
 e dirvine@ocwa.com

EQUIPMENT DETAIL

[MUT] MANUFACTURER Milltronics
MODEL MultiRanger 200
CONVERTER SERIAL NUMBER PBD/U9180052

PLANT ID Arthur WPCP
METER ID River Gauge Level
FIT ID n/a
CLIENT TAG OCWA# n/a
OTHER n/a
GPS COORDINATES N43 49 903 W080 32 948

VER. BY - FM Paris Machuk

Quality Management Standards Information -
 Reference equipment and instrumentation used to
 conduct this verification test is found in our AC-
 QMS document at the time this test was

VERIFICATION DATE September 21, 2018
CAL. FREQUENCY Annual
CAL. DUE DATE September, 2019

[MUT] PROGRAMMING PARAMETERS

P001= 1 Operartion Mode (1=Level)
 P002= 1 (1=Liquid or Horizontal)
 P003= 3 Process Speed (3=Fast)
 P004= 112 Transducer Type (112=XRS-5)
 P005= 2 Units (2=cm)
 P006= 200.66 Empty Distance (Value in cm)
 P007= 167.66 Span (Value in cm)
 P065= 500 Reading Ovende Value (Value in cm)
 P212= 4 mA Output Min Limit (Value)

REFERENCE DEVICE Board Level

Condition of PASS/FAIL
 of Individual Test Results; Y
 or of Average Results; N

LEVEL COMPARISON

Reference Level (cm)	MUT Displayed Level (cm)	% ERROR
0	-0.17	n/a
10	10.12	1.200
30	29.85	-0.500
70	69.91	-0.129
100	99.88	-0.120
155	154.98	-0.013
Average		0.09

Note: This report validates the performance of the MUT only. This does not validate the setup based on process - no information available has been provided.

Note: this is also using Flowmetrix's transducer for this level test as there is not a way to provide a test like this at the location of the transducer - this only validates that the MultiRanger 200 is working as expected.

COMMENTS
QUALITY MANAGEMENT STANDARDS INFO.

[QMS] INFORMATION	IDENT.	ID #
[REFERENCE] METER	KROHNE-LAB	n/a
[REFERENCE] METER	ELSTER-LAB	n/a
[REFERENCE] METER	FLOW-LAB1	n/a
[REFERENCE] METER	Coulter	n/a
PROCESS METER	PM	n/a

Accuracy Requirements: High Flow 98.5-101.5% Medium Flow 98.5-101.5% Low Flow/Cross Over 95-101.5%

This report reflects the comparison test results at a constant test flow rate. This report reflects the "AS FOUND" and "AS LEFT" results based on the test results observed.

AS FOUND CERTIFICATION

FORWARD FLOW DIRECTION

PASS
CLIENT DETAIL

CUSTOMER OCWA - West Highlands Hub
CONTACT Don Irvine
 Process Compliance Technician
 p 519-925-1938 x225
 c 519-321-9474
 e dirvine@ocwa.com

[MUT] MANUFACTURER
MODEL
CONVERTER S/N:
FUSE

EQUIPMENT DETAIL

ENDRESS & HAUSER
 Promag 53W
 M4053919000

PLANT ID Arthur WPCP
METER ID RAS West Flow
FIT ID n/a
CLIENT TAG OCWA# not assigned
OTHER n/a
GPS COORDINATES N43 49 903 W080 32 948

 VER. BY - FM *Pans Machuk*

Quality Management Standards Information -
 Reference equipment and instrumentation used to
 conduct this verification test is found in our AC-
 QMS document at the time this test was

VERIFICATION DATE September 21 2018
CAL. FREQUENCY Annual
CAL. DUE DATE September 2019

PROGRAMMING PARAMETERS

DIAMETER (DN)	mm	100
F.S. FLOW - MAG	LPS	78.538
F.S. RANGE - O/P	LPS	20.000
TUBE k-FACTOR		1.3323
TUBE zero		4

FORWARD TOTALIZER INFORMATION

AS FOUND	81135.57	M3
AS LEFT	81150.62	M3
DIFFERENCE	15.05	M3

TEST CRITERIA

AS FOUND CERTIFICATION TEST	Yes
FORWARD FLOW DIRECTION	Yes
ALLOWABLE [%] ERROR	5

COMPONENTS TESTED

CONVERTER DISPLAY	yes
mA OUTPUT	yes
TOTALIZER	yes
ACCURACY BASED ON [% o.r.]	yes

ERROR DOCUMENTED IN THIS REPORT, BASED ON % o.r.

FLOW TUBE SIMULATION

		0.0	5.0	10.0	15.0	20.0	LPS
		0.0	6.4	12.7	19.1	25.5	% F.S. Flow
		0.0	25.0	50.0	75.0	100.0	% F.S. Range
REF. FLOW RATE		0.0000	5.0000	10.0000	15.0000	20.0000	LPS
MUT [Reading]		0.0057	5.0088	10.0040	15.0220	20.0150	LPS
MUT [Difference]		0.0057	0.0086	0.0040	0.0220	0.0150	LPS
MUT [% Error]		n/a	0.17	0.04	0.15	0.08	% O R
mA OUTPUT		4.000	8.000	12.000	16.000	20.000	mA
MUT [Reading]		min. 4 mA	4.002	8.003	12.009	16.009	mA
MUT [Difference]		max. 20 mA	0.002	0.003	0.009	0.009	mA
MUT [% Error]			0.05	0.04	0.08	0.06	% O R
TOTALIZER - REF. FLOW RATE						20.000	LPS
TOTALIZER [MUT]						8.1	M3
TEST TIME						403.61	SECONDS
CALC. TOTALIZER						8.072	M3
ERROR						0.34	%

COMMENTS

Note: tube and parameters programmed match.

QUALITY MANAGEMENT STANDARDS INFO.

[QMS] INFORMATION	IDENT.	ID #
[REFERENCE] FTS	E&H (FC)	1
PROCESS METER	PM	11
ANALOG METER	AM	n/a
STOP WATCH	SW	Yes

RESULTS

TEST	AVG % o.r.	PASS FAIL
DISPLAY	0.11	PASS
mA OUTPUT	0.06	PASS
TOTALIZER - R	0.34	PASS

This report reflects the test results of the overall accuracy for the above flow converter using the specified manufacturers flow tube simulator to within the specified tolerance as identified within this report.

AS FOUND CERTIFICATION

FORWARD FLOW DIRECTION

PASS
CLIENT DETAIL

CUSTOMER OCWA - West Highlands Hub
CONTACT Don Irvine
 Process Compliance Technician
 p 519-925-1938 x225
 c 519-321-9474
 e dirvine@ocwa.com

[MUT] MANUFACTURER
MODEL
CONVERTER S/N:
FUSE

EQUIPMENT DETAIL
 ENDRESS & HAUSER
 Promag 53W
 M4053819000

PLANT ID Arthur WPCP
METER ID RAS East Flow
FIT ID n/a
CLIENT TAG OCWA# not assigned
OTHER n/a
GPS COORDINATES N43 49 903 W080 32 948

VER. BY - FM Paris Machuk

Quality Management Standards Information -
 Reference equipment and instrumentation used to
 conduct this verification test is found in our AC-
 QMS document at the time this test was

VERIFICATION DATE September 21 2018
CAL. FREQUENCY Annual
CAL. DUE DATE September, 2019

PROGRAMMING PARAMETERS

DIAMETER (DN)	mm	100
F.S. FLOW - MAG	LPS	78.538
F.S. RANGE - O/P	LPS	20 000
TUBE k-FACTOR		1 3156
TUBE zero		4

FORWARD TOTALIZER INFORMATION

AS FOUND	119004 3	M3
AS LEFT	119013 6	M3
DIFFERENCE	9 3	M3

TEST CRITERIA

AS FOUND CERTIFICATION TEST	Yes
FORWARD FLOW DIRECTION	Yes
ALLOWABLE [%] ERROR	5

COMPONENTS TESTED

CONVERTER DISPLAY	yes
mA OUTPUT	yes
TOTALIZER	yes
ACCURACY BASED ON [% o.r.]	yes

ERROR DOCUMENTED IN THIS REPORT, BASED ON % o.r.

FLOW TUBE SIMULATION

		0.0	5.0	10.0	15.0	20.0	LPS
		0.0	6.4	12.7	19.1	25.5	% F.S. Flow
		0.0	25.0	50.0	75.0	100.0	% F.S. Range
REF. FLOW RATE		0.000	5.000	10.000	15.000	20.000	LPS
MUT [Reading]		0.000	5.004	10.003	15.003	19.999	LPS
MUT [Difference]		0.000	0.004	0.003	0.003	-0.001	LPS
MUT [% Error]		n/a	0.07	0.03	0.02	-0.01	% O R
mA OUTPUT		4.000	8.000	12.000	16.000	20.000	mA
MUT [Reading]		min. 4 mA	3.999	7.998	12.002	15.999	mA
MUT [Difference]		max. 20 mA	-0.001	-0.002	0.002	-0.001	mA
MUT [% Error]			-0.02	-0.02	0.02	-0.01	% O R
TOTALIZER - REF. FLOW RATE						20.000	LPS
TOTALIZER [MUT]						6	M3
TEST TIME						299.97	SECONDS
CALC. TOTALIZER						5.999	M3
ERROR						0.01	%

COMMENTS

Note: tube and parameters programmed match.

QUALITY MANAGEMENT STANDARDS INFO.

[QMS] INFORMATION	IDENT	ID #
[REFERENCE] FTS	E&H (FC)	1
PROCESS METER	PM	11
ANALOG METER	AM	n/a
STOP WATCH	SW	Yes

RESULTS

TEST	AVG % o.r.	PASS FAIL
DISPLAY	0.03	PASS
mA OUTPUT	-0.01	PASS
TOTALIZER - R	0.01	PASS

This report reflects the test results of the overall accuracy for the above flow converter using the specified manufacturers flow tube simulator to within the specified tolerance as identified within this report.

**2018 - 2019 Annual Performance Report
Arthur Wastewater Treatment Plant
ECA 3773-ABJKXX**

Appendix D

Sludge Quality Analysis

**ARTHUR WASTEWATER TREATMENT PLANT
SLUDGE QUALITY DATA**

029

2018 - 2019

Day	8-May	18-Jun	11-Jul	21-Aug	13-Sep	10-Oct	15-Nov	12-Dec	23-Jan	28-Feb	28-Mar	24-Apr	
Month/Year	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	AVERAGE

Nutrients

TS (mg/L)	34800	24200	23200	29500	25800	29300	28200	29500	37700	27700	32700	36200	29900
Ammonia+Ammonium (mg/L)	325.0	658.0	637	381	1120	100	56.2	55.6	125.0	43.1	148.0	2370	501.6
Nitrate (mg/L)	0.30	0.30	0.30	0.30	0.60	2.4	0.30	0.4	0.9	0.30	0.30	0.30	0.56
Ammonia + Nitrate (mg/L)	325.3	658.3	637.3	381.3	1120.6	102.4	56.5	56.0	125.9	43.4	148.3	2370.3	502.1
TKN (mg/L)	2330	1970	1650	934	1400	1130	1480	1700	2280	1770	2020	2370	1753
Phosphorus (mg/L)	1500	930	960	1200	1200	1300	1300	1200	1400	1000	1100	1400	1208

Metal Concentrations

Arsenic (mg/L)	0.20	0.10	0.10	0.20	0.20	0.20	0.20	0.20	0.20	0.10	0.10	0.20	0.17
Cadmium (mg/L)	0.013	0.009	0.010	0.012	0.011	0.012	0.011	0.010	0.013	0.010	0.010	0.01	0.01
Cobalt (mg/L)	0.07	0.04	0.05	0.05	0.050	0.06	0.06	0.06	0.07	0.04	0.04	0.05	0.05
Chromium (mg/L)	1.70	0.93	0.88	1.10	1.00	0.84	0.75	1.10	1.40	1.00	0.92	1.20	1.07
Copper (mg/L)	36.00	27.00	28.00	37.00	31.00	41.00	31.00	25.00	31.00	22.00	21.00	27.00	29.75
Mercury (mg/L)	0.008	0.007	0.006	0.007	0.0070	0.0100	0.008	0.009	0.010	0.0070	0.010	0.006	0.008
Potassium (mg/L)	190	150.0	140.0	140.0	140.0	110.0	100.0	110.0	140.0	160.0	150.0	170.0	142
Molybdenum (mg/L)	0.22	0.15	0.14	0.15	0.15	0.19	0.17	0.15	0.17	0.12	0.15	0.18	0.16
Nickel (mg/L)	0.92	0.55	0.50	0.66	0.61	0.49	0.44	0.56	0.80	0.53	0.50	0.47	0.59
Lead (mg/L)	0.30	0.20	0.20	0.30	0.30	0.30	0.30	0.30	0.30	0.20	0.20	0.30	0.27
Selenium (mg/L)	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
Zinc (mg/L)	15.00	9.60	9.70	14.00	12.00	17.00	17.00	15.00	18.00	11.00	12.00	14.00	13.69

Bacti

E. coli (cfu/1g dried wgt)	129,310	11,983	5,603	339	388	1,706	134,752	169,492	95,491	350,181	342,508	201,657	120,284
E. coli (cfu/100mL)	450,000	29,000	13,000	1,000	1,000	5,000	380,000	500,000	360,000	970,000	1,120,000	730,000	379,917

Metal/Solids Concentration

Arsenic [170] (mg/kg)	6	4	4	7	8	7	7	7	5	4	3	6	6
Cadmium [34] (mg/kg)	0	0	0	0	0	0	0	0	0	0	0	0	0
Cobalt [340] (mg/kg)	2	2	2	2	2	2	2	2	2	1	1	1	2
Chromium [2800] (mg/kg)	49	38	38	37	39	29	27	37	37	36	28	33	36
Copper [1700] (mg/kg)	1034	1116	1207	1254	1202	1399	1099	847	822	794	642	746	1014
Mercury [11] (mg/kg)	0	0	0	0	0	0	0	0	0	0	0	0	0
Molybdenum [94] (mg/kg)	6	6	6	5	6	6	6	5	5	4	5	5	5
Nickel [420] (mg/kg)	26	23	22	22	24	17	16	19	21	19	15	13	20
Lead [1100] (mg/kg)	9	8	9	10	12	10	11	10	8	7	6	8	9
Selenium [34] (mg/kg)	3	4	4	3	4	3	4	3	3	4	3	3	3
Zinc [4200] (mg/kg)	431	397	418	475	465	580	603	508	477	397	367	387	459

**2018 - 2019 Annual Performance Report
Arthur Wastewater Treatment Plant
ECA 3773-ABJKXX**

Appendix E

Community Complaints

Ontario Clean Water Agency Community Complaints

Facility ID: 5767

Facility Name: Arthur Wastewater Treatment Plant, Lagoon & Collection System

Address: P.O. Box 749

City: Arthur

Province: Ontario

Postal Code: NOG 1A0

Name of Person who filed Complaint: _____

Address: _____

Phone: _____

NOTE: If there were multiple complaints, provide the name of the person who filed the initial complaint and note the number and details in the "Description" field below

Date of Complaint: 27/07/2018

Time of Complaint: 03:41:27 PM

Nature of Complaint

- | | | |
|---|--|--|
| <input checked="" type="checkbox"/> Noise | <input type="checkbox"/> Water Supply Taste/Colour | <input type="checkbox"/> Water Pressure/No Water |
| <input type="checkbox"/> Visual | <input type="checkbox"/> Service Problem | <input type="checkbox"/> Basement Flooding |
| <input type="checkbox"/> Odour | <input type="checkbox"/> Sludge Related | |
- Other: _____

Description:

Operator advised PCT through P&C Report that Barry T (water Supervisor for Wellington North), had received a complaint regarding the noise from the air stack in the aeration cells. The current blowers are too big and have been turned down as much as they can be to eliminate too much DO in the aeration cells. The plant has just passed the 95% design review and will be replacing the blowers in the very near future

Action taken in response:

Operator as purchased a muffler from a local farm store to place on the top of the stack. The noise has almost completely disappeared at this point. The operator will monitor the noise and replace the muffler if required.

Was the source of the problem identified?: Yes No

Was the source an OCWA facility/activity?: Yes No If "Yes", describe:

Arthur WWTP aeration cell blow off stack

If any remedial action is required, complete action plan form

Updated By: Donald Irvine 24/08/2018 03:53:38 PM

Investigating Operator:

Comments:



Ontario Clean Water Agency
Agence Ontarienne Des Eaux

136 Main Street East
Shelburne, Ontario
Canada L9V 3K5

TEL: 1 866 214 6987
TEL: 519 925 1938
FAX: 519 925 0322
WWW.OCWA.COM

March 28, 2018

Mr. Mike Givens
CAO
Township of Wellington North
7490 Sideroad 7 West
Kenilworth, ON
N0G 2E0

Re: 2018 Annual Performance Report for Mount Forest Wastewater Treatment Plant

Attached is the 2018 Annual Performance Report for the **Mount Forest Wastewater Treatment Plant** located at 651 Cork Street in the town of Mount Forest, Ontario; Township of Wellington North; County of Wellington. This report has been completed in accordance with Certificate of Approval #6134-73FHHU dated June 19, 2007 and issued to the Township of Wellington North.

This report was prepared by the Ontario Clean Water Agency on behalf of the Township of Wellington North based on the information we have in our records. The report covers the period from January 1, 2018 to December 31, 2018.

If you have any questions regarding the attached report please do not hesitate to contact me at (519) 925-1938.

Kind Regards,

A handwritten signature in blue ink, appearing to read "Don Irvine".

Don Irvine
Senior Operations Manager
Ontario Clean Water Agency
Highlands Hub

DI/mc



**Ontario Clean Water Agency
Agence Ontarienne Des Eaux**

**MOUNT FOREST
WASTEWATER TREATMENT PLANT**

ANNUAL PERFORMANCE REPORT

**For the period of
JANUARY 1, 2018 TO DECEMBER 31, 2018**

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Appendix A: 2018 Performance Assessment Report for Mount Forest WWTP

Appendix B: Sludge Haulage Summary & Sludge Quality

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Appendix E: Process Flow Schematic

1. System Description

In November 2008, the Mount Forest Water Pollution Control Plant began operation. The plant consists of a raw water pumping station, which used to be the old sewage treatment plant. This flow now enters the new Influent Works building which contains a vertical bar screen, a washer screw compactor, a circular grit chamber complete with grit extraction equipment and blowers, and a grit dewatering screw all sized to accommodate the hydraulic peak flow rate of 15,000 m³/d. This conventional wastewater plant uses diffused air supplied by two (2) duty aeration blowers and one (1) standby blower to supply its two (2) aeration tanks and supplements its phosphorous removal using alum. The plant applies its coagulant aid prior to its two square final clarifiers which are fitted with sludge removal scrapers.

Two final effluent single media filters including traveling backwash mechanism and return of backwash to the head of the aeration tanks follow the final clarifiers. The effluent then flows through the ultraviolet disinfection system which consists of two banks, one duty and one standby, with each bank sized for the Peak Flow Rate. The plant is designed to remove suspended solids, BOD₅, and phosphorus from the wastewater. Chlorination of bypasses which are metered is done through a manual sodium hypochlorite drip into the existing chlorine contact chamber at the Raw Sewage Pumping Station.

The sludge digestion and storage is located at the new site, and receives sludge from the Mount Forest WPCP and from the Arthur WPCP on an as need basis. Sludge treatment system consists of a five (5) tank aerobic sludge digestion system with a total storage volume of 3,951m³, equipped with coarse bubble diffusers, submersible mixers and supernatant decanting.

An overview of Mount Forest Wastewater Treatment Plant can be found in Table 1:

Table 1. Mount Forest Wastewater Treatment Plant Overview

Facility Name	Mount Forest Wastewater Treatment Plant
Facility Type	Extended Air STP with Tertiary Treatment
Plant Classification	WWT II
Works Number	120001381
Design Capacity	2,818 m ³ /day
Number of Households	~2046 Residential + ~236 Commercial
Receiving Water	South Saugeen River
Certificate of Approval	6134-73FHHU (Sewage Treatment Plant)

2. Monitoring Data and Comparison to Effluent Limits

As per Section 10.(5)(a) of C of A 6134-73FHHU, a summary and interpretation of all monitoring data and a comparison to the effluent limits outlined in Condition 7, including an overview of the success and adequacy of the Works is required.

2.1 Sampling Frequency

Both influent (raw sewage) and effluent are sampled on a regular basis. The sampling types and frequencies are summarized in Table 2 and Table 3. The sampling frequencies meet the requirements set out in Section 9 of C of A 6134-73FHHU.

Table 2. Influent (Raw Sewage) Monitoring – Sampling Frequencies

Parameter	Sample Type	Frequency
BOD ₅ *	24-hour Composite	Weekly
Total Suspended Solids*	24-hour Composite	Weekly
Total Phosphorous*	24-hour Composite	Weekly
Total Kjeldahl Nitrogen*	24-hour Composite	Weekly

*Refer to Appendix A for monthly sample results.

C of A # 6134-73FHHU
 Annual Performance Report: January 1, 2018 to December 31, 2018
 Township of Wellington North: Mount Forest Wastewater Treatment Plant

Table 3. Effluent Sampling Monitoring – Sampling Frequencies

Parameters	Sample Type	Frequency
CBOD ₅	24-hour Composite	Weekly
Total Suspended Solids*	24-hour Composite	Weekly
Total Phosphorous*	24-hour Composite	Weekly
Total Ammonia Nitrogen*	24-hour Composite	Weekly
Nitrate Nitrogen*	24-hour Composite	Weekly
E. Coli*	Grab	Weekly
pH	Grab (on-site)	Weekly
Temperature	Grab (on-site)	Weekly

*Refer to Appendix A for monthly sample results.

2.2 Effluent Objectives and Effluent Limits

The effluent objectives as per Section 6 of C of A 6134-73FHHU for the Mount Forest Wastewater Treatment Plant are:

Table 4. Effluent Objectives as per Section 6 of C of A 6134-73FHHU

Effluent Parameter	Concentration Objective (mg/L)	Loading Objective (kg/day)
CBOD ₅	6.0	17.0
Total Suspended Solids	10.0	17.0
Total Ammonia Nitrogen		
Dec 01 to Apr 30	4.0	11.3
May 01 to Nov 30	1.5	4.2
Total Phosphorous	0.3	0.85
Free Chlorine Residual	0	-
E.Coli	100 counts/100mL (Monthly Geometric Mean Density)	-

The effluent limits that are to be met as per Section 7 of C of A 6134-73FHHU for the Mount Forest Wastewater Treatment Plant are found in Table 5. Any exceedance with the limits found in Table 5 constitutes a non-compliance with C of A 6134-73FHHU.

Table 5. Effluent Limits as per Section 7 of C of A 6134-73FHHU

Effluent Parameter	Concentration Limit (mg/L)	Loading Limit (kg/day)
CBOD ₅	12.5	35
Total Suspended Solids	12.5	35
Total Ammonia Nitrogen		
Dec 01 to Apr 30	6.0	17.0
May 01 to Nov 30	2.5	7.0
Total Phosphorous	0.37	1.05
Free Chlorine Residual	0.02	-
E.Coli	200 counts/100mL (Monthly Geometric Mean Density)	-

pH of the effluent to be maintained between 6.0 to 9.0, inclusive.

2.3 Comparison of Data to Effluent Objectives and Effluent Limits

Analytical and monitoring data for the Mount Forest Wastewater Treatment Facility is stored in OCWA's data management system (PDM). Annual and monthly averages for flows, CBOD₅, BOD₅, Suspended Solids, Total Phosphorous, Nitrogen-series and E.coli can be found in Appendix A. A comparison of analytical data from effluent samples to the effluent objectives and effluent limits are shown in the tables below:

Table 6.

	CBOD ₅					
	Monthly Average Concentration (mg/L)	Within Objectives (6.0 mg/L)	Within Limits (12.5 mg/L)	Monthly Average Loading (kg/d)	Within Objectives (17.0 kg/d)	Within Limits (35 kg/d)
January	<2.00	Yes	Yes	<4.96	Yes	Yes
February	<2.25	Yes	Yes	<5.82	Yes	Yes
March	<2.00	Yes	Yes	<4.12	Yes	Yes
April	<2.00	Yes	Yes	<7.34	Yes	Yes
May	<2.00	Yes	Yes	<4.77	Yes	Yes
June	<2.00	Yes	Yes	<3.43	Yes	Yes
July	<2.00	Yes	Yes	<3.09	Yes	Yes
August	<2.00	Yes	Yes	<4.08	Yes	Yes
September	<2.00	Yes	Yes	<3.36	Yes	Yes
October	<2.00	Yes	Yes	<3.49	Yes	Yes
November	<2.00	Yes	Yes	<4.84	Yes	Yes
December	<2.00	Yes	Yes	<5.34	Yes	Yes

Table 7.

	Total Suspended Solids					
	Monthly Average Concentration (mg/L)	Within Objectives (10.0 mg/L)	Within Limits (12.5 mg/L)	Monthly Average Loading (kg/d)	Within Objectives (28.2 kg/d)	Within Limits (35 kg/d)
January	<2.00	Yes	Yes	<4.96	Yes	Yes
February	<2.00	Yes	Yes	<5.17	Yes	Yes
March	<2.00	Yes	Yes	<4.12	Yes	Yes
April	<2.00	Yes	Yes	<7.34	Yes	Yes
May	<2.80	Yes	Yes	<6.68	Yes	Yes
June	<2.50	Yes	Yes	<4.29	Yes	Yes
July	<2.80	Yes	Yes	<4.32	Yes	Yes
August	<2.00	Yes	Yes	<4.08	Yes	Yes
September	<2.00	Yes	Yes	<3.36	Yes	Yes
October	<2.40	Yes	Yes	<4.19	Yes	Yes
November	<3.00	Yes	Yes	<7.26	Yes	Yes
December	<2.25	Yes	Yes	<6.01	Yes	Yes

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 Annual Performance Report: January 1, 2018 to December 31, 2018
 Township of Wellington North: Mount Forest Wastewater Treatment Plant

Table 8.

	Total Ammonia Nitrogen (Ammonia Nitrogen + Ammonium Nitrogen)									
	Monthly Average Concentration (mg/L)	Within Objectives (Dec 01-Apr 30 4.0 mg/L)	Within Objectives (May 01-Nov 30 1.5 mg/L)	Within Limits (Dec 01-Apr 30 6.0 mg/L)	Within Limits (May 01-Nov 30 2.5 mg/L)	Monthly Average Loading (kg/d)	Within Objectives (Dec 01-Apr 30 11.3 kg/d)	Within Objectives (May 01-Nov 30 4.2 kg/d)	Within Limits (Dec 01-Apr 30 17.0 kg/d)	Within Limits (May 01-Nov 30 7.0 kg/d)
January	<0.10	Yes	n/a	Yes	n/a	<0.25	Yes	n/a	Yes	n/a
February	<0.10	Yes	n/a	Yes	n/a	<0.26	Yes	n/a	Yes	n/a
March	<0.10	Yes	n/a	Yes	n/a	<0.21	Yes	n/a	Yes	n/a
April	<0.18	Yes	n/a	Yes	n/a	<0.64	Yes	n/a	Yes	n/a
May	<0.10	n/a	Yes	n/a	Yes	<0.24	n/a	Yes	n/a	Yes
June	<0.10	n/a	Yes	n/a	Yes	<0.17	n/a	Yes	n/a	Yes
July	<0.10	n/a	Yes	n/a	Yes	<0.15	n/a	Yes	n/a	Yes
August	<0.10	n/a	Yes	n/a	Yes	<0.20	n/a	Yes	n/a	Yes
September	<0.10	n/a	Yes	n/a	Yes	<0.17	n/a	Yes	n/a	Yes
October	<0.10	n/a	Yes	n/a	Yes	<0.18	n/a	Yes	n/a	Yes
November	<0.10	n/a	Yes	n/a	Yes	<0.24	n/a	Yes	n/a	Yes
December	<0.10	Yes	n/a	Yes	n/a	<0.37	Yes	n/a	Yes	n/a

Table 9.

	Total Phosphorus					
	Monthly Average Concentration (mg/L)	Within Objectives (0.3 mg/L)	Within Limits (0.37 mg/L)	Monthly Average Loading (kg/d)	Within Objectives (0.85 kg/d)	Within Limits (1.05 kg/d)
January	0.06	Yes	Yes	0.14	Yes	Yes
February	0.09	Yes	Yes	0.23	Yes	Yes
March	0.06	Yes	Yes	0.12	Yes	Yes
April	<0.04	Yes	Yes	<0.15	Yes	Yes
May	0.05	Yes	Yes	0.13	Yes	Yes
June	0.11	Yes	Yes	0.19	Yes	Yes
July	0.09	Yes	Yes	0.15	Yes	Yes
August	0.07	Yes	Yes	0.14	Yes	Yes
September	0.08	Yes	Yes	0.13	Yes	Yes
October	0.13	Yes	Yes	0.23	Yes	Yes
November	0.12	Yes	Yes	0.30	Yes	Yes
December	0.10	Yes	Yes	0.25	Yes	Yes

C of A # 6134-73FHHU
Annual Performance Report: January 1, 2018 to December 31, 2018
Township of Wellington North: Mount Forest Wastewater Treatment Plant

Table 10.

	E.coli		
	Monthly Geometric Mean Density (Counts/100mL)	Within Objectives (100 counts/100mL)	Within Limits (200 counts/100mL)
January	11.04	Yes	Yes
February	10.61	Yes	Yes
March	4.33	Yes	Yes
April	14.21	Yes	Yes
May	4.47	Yes	Yes
June	23.15	Yes	Yes
July	9.67	Yes	Yes
August	6.88	Yes	Yes
September	2.00	Yes	Yes
October	2.49	Yes	Yes
November	3.13	Yes	Yes
December	1.68	Yes	Yes

2.4 Additional Monitoring Parameters

The following parameters in Table 11 do not have limits or objectives but are monitored on a regular basis (see Section 2.1 for sampling frequency) as required by C of A 6134-73FHHU. Table 11 and Table 12 summarize the monitoring data for the reporting period.

Raw Sewage Quality:

Table 11. Raw Sewage Monitoring Parameters as required by C of A 6134-73FHHU for Mount Forest Wastewater Treatment Plant, 2018

Parameter	Average	Minimum	Maximum
BOD ₅ * (mg/L)	95.667	49.000	141.500
Total Suspended Solids* (mg/L)	79.367	35.500	136.600
Total Phosphorous* (mg/L)	2.110	1.138	2.993
Total Kjeldahl Nitrogen* (mg/L)	20.968	10.950	27.750

*Refer to Appendix A for monthly sample results.

Effluent Limits:

Table 12. Effluent Monitoring Parameters as required by C of A 6134-73FHHU for Mount Forest Wastewater Treatment Plant, 2018

Parameters	Average	Minimum	Maximum	Average Annual Loading
CBOD ₅	<2.02	<2.00	<2.25	<4.554
Total Suspended Solids	<2.31	<2.00	3.00	<5.149
Total Phosphorus	<0.08	<0.04	0.13	<0.180
Total Ammonia Nitrogen (Dec 1-Apr 30)	<0.12	<0.10	<0.40	-
Total Ammonia Nitrogen (May 1-Nov 30)	<0.10	<0.10	<0.10	-
E.Coli	7.81	1.68	23.15	-
pH	7.11	6.81	7.67	-
Temperature	7.72	3.7	15.3	-

*Refer to Appendix A for monthly sample results.

2.5 Overview of Success and Adequacy of the Works;

The annual average effluent TSS concentration was 2.31 mg/l with a removal efficiency of 98.4%. The annual average effluent Total Phosphorus concentration was 0.08 mg/l with a removal efficiency of 97.7%.

The bacteriological quality of the effluent complied with the certificate of approval requirement of <200 organisms per 100 ml sample. The annual geometric mean density of organisms for 2018 was 7.805 per 100 ml, indicating extremely effective effluent disinfection.

The total raw sewage volume of wastewater treated in 2018 was 744,259.60 m³. The annual average daily flow of raw sewage was 2,043.87 m³/day was 72.5 % of the design flow (2,818 m³/day). The maximum peak flow of 7,854.90 m³/day occurred on February 20, 2018 due to higher seasonal temperatures which resulted in rapid snow melt as well as heavy precipitation. This represents a peak flow of 2.79 times the rated capacity. The wastewater treatment plant operated within the rated capacity 89% of the time (324 out of 365 days of the year)

The sewage treatment operations for 2018 provided effluent quality that met all of the effluent requirements of the CofA and demonstrates percentages of removal efficiency (>99%) for key parameters. The effluent for 2018 was within all effluent limits and all effluent objectives set out in the CofA. Based on this evidence, the current sewage treatment program is deemed adequate. OCWA will continue to stay within effluent limits and will continue to aim to meet effluent objectives during each reporting period.

3. Operating Problems and Corrective Actions

As per Section 10.(5)(b) of C of A 6134-73FHHU, *a description of any operating problems encountered and corrective actions taken* is required.

There were no operating problems encountered or corrective actions required at the Mount Forest Water Pollution Control Plant during 2018 that affected the quality of the effluent leaving the plant. All repairs/maintenance can be found in Section 4.

4. Major Maintenance Activities

As per 10.(5)(c) of C of A 6134-73FHHU, *a summary of all maintenance carried out on any major structure, equipment, apparatus, mechanisms or thing forming part of the works* is required.

Plant maintenance, including non-scheduled maintenance is monitored using Maximo Workplace Management System. All routine and preventative maintenance was conducted as scheduled in 2018.

For 2018, major maintenance activities that occurred include:

Plant:

- New vent motor installed in unit heater in influent building master control centre
- Belwood repaired ventilation units in influent building, checked louvers on generators, reconnected and installed repaired sump in aeration building
- Wellington contractors onsite to look at roof top furnace, installed new ignition board in roof top furnace and replacement parts
- Fosters at plant to unplug pipe from influent building to aeration tanks
- Wilson plumbing repaired effluent water line and ball valve in filter building.
- Town and Country repaired entrance gates to facility
- Orangeville Fire and Safety completed annual inspection of fire extinguishers and emergency lighting
- Horrigan Doors onsite to inspect 2 garage doors

- LTH completed annual lifting device inspections
- Wessuc onsite to complete sludge haulage
- T&T completed annual maintenance on the diesel generators
- Caldecott Millwrights removed skimmer assembly from filter bridge #2, unit has rotted off – quoted and scheduled for replacement in 2019
- McLellans Plumbing sucked out and cleaned septage tank (1 load taken off site)
- Flowmetrix completed annual flow meter calibrations
- Hollen Controls replaced CPU in PLC

Cork St. Pumping Station:

- T&T replaced battery in generator
- T&T completed annual inspection on the diesel generators
- H.Bye pulled pump #2 and Belwood disconnected electrical – pump sent out for repair
- Fosters cleaned wet well
- McRobb Construction repaired outside bottom flashing of Cork Street Pump Station

Durham St. Pumping Station:

- Checked cooling fans in VFD units
- T&T generator tech on-site to replace fuel solenoid on the diesel generator problem,
- T&T completed annual diesel generator inspection

North Water St. Pumping Station:

- Installed rebuilt duty pump with H.Bye and Belwood on-site
- Belwood installed 2 new lights on building
- T&T completed annual diesel generator inspection
- Belwood Electric installed new outdoor lighting

5. Effluent Quality Assurance and Control

As per 10.(5)(d) of C of A 6134-73FHHU, a summary of any effluent quality assurance or control measures undertaken in the reporting period is required:

All laboratory analyzed raw sewage and effluent samples (Section 2.1) are analyzed by SGS Canada Inc., which is an ISO 17025 accredited laboratory. In-house tests are conducted for monitoring purposes by licensed operators using standardized methods. The results from in-house tests are used to determine treatment efficiency and to effectively maintain process control. Calibrations and preventative maintenance are performed on facility equipment and monitoring equipment, see Section 4 for more details. In addition to sample analysis, preventative maintenance is scheduled for equipment at the sewage treatment plant and pumping stations at regular frequency (frequency depends on the equipment and type of maintenance). Maintenance activities are scheduled in the work management system Maximo.

The sewage system is operated and maintained by licensed Operators. The mandatory licensing program for operators of sewage treatment facilities in Ontario is regulated under the Ontario Water Resources Act (OWRA)

Ontario Regulation 129/04. A licensed individual meets the education and experience requirements and has successfully passed the licensing examination.

The following are certified operators who operated this facility during 2018 with current certified classification, certificate numbers and certificate expiry dates.

TABLE 13.

Operator	Level	Certificate #	Expiry Date
Dwight Hallahan	WWT 2	15499	Apr 30, 2019
	WWC 1	16002	Jan 31, 2021
Dan Yake	WWT 2	57390	Jul 31, 2019
	WWC 1	69121	Jan 31, 2020
Don Irvine	WWT 1	94108	Jul 31, 2019
	WWC 1	Decmed	Jul 31, 2019
Steve Miller	WWT 4	15422	Jan 31, 2022
	WWC 2	17899	Jan 31, 2022

6. Calibration and Maintenance Procedures

As per 10.(5)(e) of C of A 6134-73FHHU, a summary of the calibration and maintenance carried out on all effluent monitoring equipment is required.

All in-house monitoring equipment is calibrated/verified as per manufacturer's recommendations. Monitoring and metering equipment is also calibrated by a third party on an annual basis. Preventative maintenance is scheduled for all equipment at the sewage treatment plant and pumping stations at regular frequency (frequency depends on the equipment and type of maintenance). Maintenance activities are scheduled within the work management system Maximo, upon completion, Operators set the work order to complete. On a monthly basis, preventative work orders are reviewed for completion.

Flowmetrix Technical Services Inc. was contracted to calibrate flow measuring equipment on September 19, and September 21, 2018. Copies of these calibration reports can be found in Appendix C of this report.

7. Efforts and Results Achieved in Meeting Effluent Objectives

As per 10.(5)(f) of C of A 6134-FHHU, a description of efforts made and results achieved in meeting the Effluent Objectives of Condition 6 is required.

Condition 6 is imposed "to establish non-enforceable effluent quality objectives which the Owner is obligated to use best efforts to strive towards on an ongoing basis. These objectives are to be used as a mechanism to trigger corrective action proactively and voluntarily before environmental impairment occurs and before the compliances limits of Condition 7 are exceeded."

OCWA as the Operating Authority (on behalf of the Owner) has made best efforts to stay within the Effluent Objectives in the CofA. These efforts are supported through:

- Continuous monitoring equipment
- Regular plant inspections/checks
- In-house sampling and testing
- Laboratory (3rd party) analysis of influent and effluent samples
- Data review
- Process optimization and adjustments (as required)
- Scheduled/preventative maintenance
- Repairs as necessary

A summary of the effluent quality in comparison to the effluent objectives can be found in Tables 6-10 of section 2.3 of this report. These results show that sewage treatment operations for 2018 provided effluent quality that was within all effluent objectives outlined in the CofA and minimized environmental impairment.

8. Sludge Generation

As per 10.(5)(g) of C of A 6134-FHHU, a tabulation of the volume of sludge generated in the reporting period, an outline of anticipated volumes to be generated in the next reporting period and a summary of the locations to where the sludge was disposed is required.

Digested sludge produced at the Mount Forest Wastewater Treatment Plant is land-applied in accordance with the Nutrient Management Act 2002 and Ontario Regulation 267/03.

Grab samples of digested (aerobic) sludge are collected and tested as per these guidelines. In 2018 sludge sample analyses was carried out by SGS Lakefield Research Limited. A summary of sludge sample results is provided in Appendix B.

A total volume of 0 m³ was hauled from the Arthur WPCP to the Mount Forest Sludge Storage Facility in 2018.

Wessuc Environmental Services Inc. was contracted to haul and spread sludge from the Mount Forest plant in 2018. (Certificate of Approval - Waste Management System #1603-4LGJBN)

Based on the design flow, average wastewater quality and a linear regression with an R² value of 77.99%, the anticipated volume to be generated in the next reporting period is approximately 4,115.00 m³.

The following certified sites were utilized in 2018

Table 10. Volume of Sludge Generated from Mount Forest Wastewater Treatment Plant in 2018

Site	Site Location	Volume of Biosolids (m ³)	Hauler
NASM Submission ID: 23002	W1001	1,357	Wessuc
NASM Submission ID: 23570	W1005	2,216	Wessuc

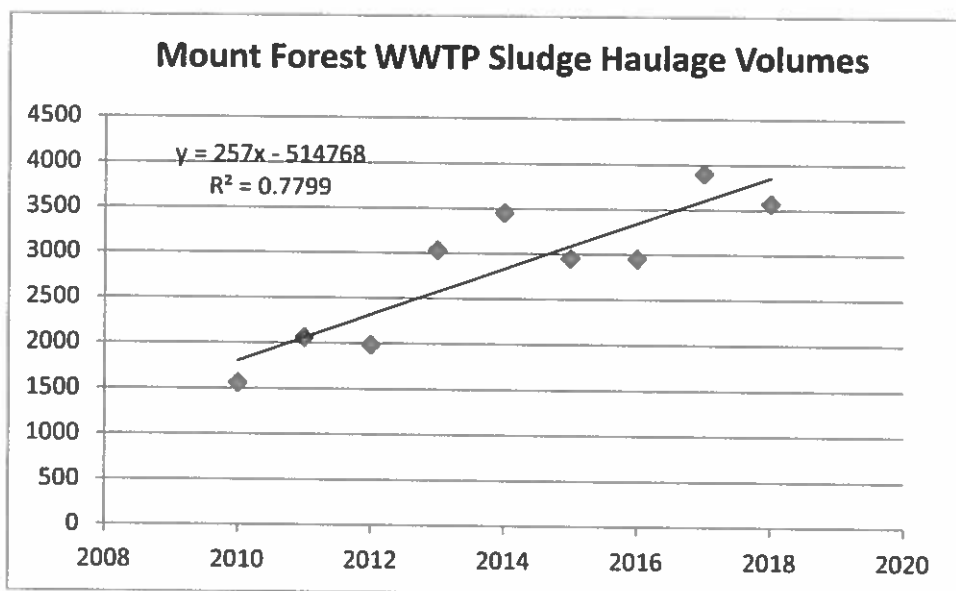


Figure 1. Mount Forest Wastewater Treatment Plant Haulage Volumes (2010 to 2018)

9. Complaints

As per 10.(5)(h) of C of A 6134-73FHHU, *a summary of any complaints received during the reporting period and any steps taken to address the complaints* is required.

A standard operating procedure (SOP) is in place for addressing complaints received from the community. All complaints are addressed and documented in the facility logbook. Community complaint information is entered in OCWA's electronic database system "OPEX". This system contains all the required information and history of all complaints. Refer to Appendix D for completed community complaint forms.

There was one complaint received during this reporting period with regard to the Mount Forest Wastewater Treatment Plant.

- April 13, 2018 – complaint from resident about excess lighting at plant; lighting was adjusted

10. By-pass, Spill or Abnormal Discharge Events

As per 10.(5)(i) of C of A 6134-73FHHU, *a summary of all By-pass, spill or abnormal discharge events* is required.

There was no by-pass, spills or abnormal discharge events that occurred during this reporting period with regard to the Mount Forest Wastewater Treatment Plant.

11. Additional Information

As per 10.(5)(j) of C of A 6134-73FHHU, *any other information the Direct Manager requires from time to time* is required.

There were no requests from the District Manager for any other information during the reporting period.

**2018 Annual Performance Report
Mount Forest Wastewater Treatment Plant
Certificate of Approval No. 6134-73F3FHHU**

Appendix A

Performance Assessment Report

2018

Ontario Clean Water Agency
 Performance Assessment Report Wastewater/Lagoon
 From: 01/01/2018 to 31/12/2018

Report retrieved 03/28/2018 11:58
 Facility: [5441] MOUNT FOREST WASTEWATER TREATMENT FACILITY
 Works: [135001381]

	01/2018	02/2018	03/2018	04/2018	05/2018	06/2018	07/2018	08/2018	09/2018	10/2018	11/2018	12/2018	Total	Avg	Max
Flows:															
Raw Flow: Total - Raw Sewage (m ³)	7204.10	6634.60	5672.40	10306.40	6746.70	4549.20	4137.60	5519.10	4344.30	4526.10	6497.50	7481.40	74429.00		
Raw Flow: Avg - Raw Sewage (m ³ /d)	233.10	2476.24	182.62	3212.21	2177.28	1518.58	1333.15	173.04	148.11	1465.10	2183.82	2412.95			
Raw Flow: Max - Raw Sewage (m ³ /d)	5640.70	7054.90	2654.60	5666.80	3877.70	2633.30	1656.50	1628.60	1628.60	2882.00	2683.00	3730.50			7654.00
ET: Flow: Total - Final Effluent (m ³)	7687.59	7240.50	6392.50	11006.70	7388.00	5127.00	4766.10	6371.10	5047.20	54154.00	72941.00	82764.30	816600.40		
ET: Flow: Avg - Final Effluent (m ³ /d)	248.125	2385.47	2062.41	3408.60	2306.55	1619.07	1504.07	2037.78	1627.24	1749.28	2299.82	2609.82			2249.83
ET: Flow: Max - Final Effluent (m ³ /d)	8164.10	7911.60	2642.60	6068.30	3065.60	2599.60	1936.10	4596.40	2677.00	2692.80	3177.10	3684.30			7911.80
ET: Avg BOD5 - Final Effluent (mg/L)	< 2.000	< 2.250	< 2.000	< 2.000	< 2.000	< 2.000	< 2.000	< 2.000	< 2.000	< 2.000	< 2.000	< 2.000	< 2.021	< 2.250	
ET: # of samples of BOD5 - Final Effluent (mg/L)	4	4	4	4	4	4	4	4	4	4	4	4	52	4	
ET: # of samples of BOD5 - Final Effluent (mg/L)	4	4	4	4	4	4	4	4	4	4	4	4	52	4	
Biological Oxygen Demand: BOD5															
Raw: Avg BOD5 - Raw Sewage (mg/L)	79.000	89.500	141.500	53.750	109.000	117.000	122.000	102.000	104.000	114.200	67.750	48.000	95.667		141.500
Raw: # of samples of BOD5 - Raw Sewage (mg/L)	5	4	4	4	5	4	5	4	4	5	4	4	52	4	
Total Suspended Solids: TSS															
Raw: Avg TSS - Raw Sewage (mg/L)	51.000	73.000	126.250	35.500	74.800	124.250	136.600	83.250	81.500	85.700	87.350	50.000	79.387		136.800
Raw: # of samples of TSS - Raw Sewage (mg/L)	5	4	4	4	5	4	5	4	4	5	4	4	52	4	
ET: Avg TSS - Final Effluent (mg/L)	< 2.000	< 2.000	< 2.000	< 2.000	< 2.800	< 2.800	< 2.800	< 2.000	< 2.000	< 2.400	< 3.000	< 2.250	< 2.313	< 3.000	
ET: # of samples of TSS - Final Effluent (mg/L)	5	4	4	4	5	4	5	4	4	5	4	4	52	4	
Loadings: TSS - Final Effluent (kg/d)	4.984	5.172	4.117	7.339	8.862	4.285	4.323	4.078	3.364	4.191	7.264	8.007	< 5.149	< 7.339	
Percent Removal: TSS - Final Effluent (mg/L)	99.078	97.280	98.816	94.306	94.247	97.068	97.959	97.508	98.748	98.332	98.536	95.500			98.816
Total Phosphorus: TP															
Raw: Avg TP - Raw Sewage (mg/L)	1.786	2.162	2.435	1.138	1.888	2.418	2.720	2.993	2.448	2.306	1.530	1.443	2.110	< 2.993	
Raw: # of samples of TP - Raw Sewage (mg/L)	5	4	4	4	5	4	5	4	4	5	4	4	52	4	
ET: Avg TP - Final Effluent (mg/L)	0.058	0.000	0.000	0.040	0.054	0.110	0.094	0.086	0.078	0.134	0.123	0.095	< 0.084	< 0.134	
ET: # of samples of TP - Final Effluent (mg/L)	5	4	4	4	5	4	5	4	4	5	4	4	52	4	
Loadings: TP - Final Effluent (kg/d)	0.144	0.223	0.124	0.147	0.129	0.188	0.145	0.138	0.130	0.234	0.207	0.254	< 0.180	< 0.297	
Percent Removal: TP - Final Effluent (mg/L)	98.753	99.636	97.536	98.484	97.152	95.450	98.544	97.744	98.844	94.194	91.993	93.414			97.744
Ammonia Nitrogen: NH3-N															
Raw: Avg NH3-N - Raw Sewage (mg/L)	19.500	21.675	22.450	10.950	19.320	23.175	21.780	26.575	27.750	26.820	15.925	15.700	20.968	< 27.750	
Raw: # of samples of NH3-N - Raw Sewage (mg/L)	5	4	4	4	5	4	5	4	4	5	4	4	52	4	
ET: Avg NH3-N - Final Effluent (mg/L)	< 0.100	< 0.100	< 0.100	< 0.175	< 0.100	< 0.100	< 0.100	< 0.100	< 0.100	< 0.100	< 0.100	< 0.100	< 0.108	< 0.175	
ET: # of samples of NH3-N - Final Effluent (mg/L)	5	4	4	4	5	4	5	4	4	5	4	4	52	4	
Loadings: NH3-N - Final Effluent (kg/d)	0.248	0.259	0.208	0.642	0.239	0.171	0.154	0.204	0.189	0.175	0.242	0.287	< 0.248	< 0.642	
ET: Avg NH3-N - Final Effluent (mg/L)	18.200	18.175	18.800	11.978	12.430	22.425	27.380	21.860	23.560	26.380	17.050	16.125	19.477	< 27.380	
ET: # of samples of NH3-N - Final Effluent (mg/L)	5	4	4	4	5	4	5	4	4	5	4	4	52	4	
ET: Avg NH3-N - Final Effluent (mg/L)	< 0.048	< 0.105	< 0.073	0.086	0.080	0.045	0.046	0.039	0.040	0.038	0.035	0.030	< 0.054	< 0.105	
ET: # of samples of NH3-N - Final Effluent (mg/L)	5	4	4	4	5	4	5	4	4	5	4	4	52	4	
Dissolved:															
ET: Avg E: Col - Final Effluent (ntu/100ml)	11.040	10.610	4.331	14.210	4.474	23.145	9.868	6.880	2.000	2.481	3.130	1.882	7.805	< 23.145	
ET: # of samples of E: Col - Final Effluent (ntu/100ml)	5	4	4	4	5	4	5	4	4	5	4	4	52	4	

**2018 Annual Performance Report
Mount Forest Wastewater Treatment Plant
Certificate of Approval No. 6134-73F3FHHU**

Appendix B

Sludge Haulage Summary & Sludge Quality

2018

Mount Forest WWTP - Dally Haulage Summary			
Date	Site	NASM #	Sludge Hauled
May			
5/28/18	W1001	23002	574
5/29/18	W1001	23002	783
Total	m3		1,357
October			
10/16/18	W1005	23570	267
10/17/18	W1005	23570	267
10/19/18	W1005	23570	1021
Total	m3		2,216
Annual			3,573

Ontario Clean Water Agency
 Biosolids Quality Report - Liquid
 Digester Type: AEROBIC
 Metals and Criteria

Facility: MOUNT FOREST WASTEWATER TREATMENT FACILITY
 Works: 5541
 Period: 01/01/2018 to 12/31/2018

Note: all parameters in this report will be derived from the Bslq Station

Month	Arsenic (mg/L)	Cadmium (mg/L)	Cobalt (mg/L)	Chromium (mg/L)	Copper (mg/L)	Mercury (mg/L)	Molybdenum (mg/L)	Nickel (mg/L)	Lead (mg/L)	Selenium (mg/L)	Zinc (mg/L)
Site	MOUNT FOREST WASTEWATER TREATMENT FACILITY										
Station	Bslq Station only										
Parameter Short Name	As	Cd	Co	Cr	Cu	Hg	Mo	Ni	Pb	Se	Zn
T/s	Lab Published Month Mean	Lab Published Month Mean	Lab Published Month Mean	Lab Published Month Mean	Lab Published Month Mean	Lab Published Month Mean	Lab Published Month Mean	Lab Published Month Mean	Lab Published Month Mean	Lab Published Month Mean	Lab Published Month Mean
Jan	0.100	0.005	0.010	0.010	0.800	0.003	0.050	0.040	0.100	0.100	1.000
Feb	0.100	0.005	0.010	0.110	3.300	0.006	0.050	0.130	0.100	0.100	3.900
Mar	0.100	0.015	0.035	0.395	10.750	0.030	0.105	0.390	0.400	0.100	16.000
Apr	0.100	0.014	0.035	0.365	9.500	0.029	0.130	0.370	0.350	0.100	10.850
May	0.100	0.011	0.030	0.380	9.400	0.026	0.140	0.390	0.300	0.100	10.000
Jun	0.100	0.018	0.040	0.530	12.000	0.038	0.150	0.490	0.400	0.100	15.000
Jul	0.100	0.009	0.020	0.360	6.400	0.016	0.080	0.280	0.200	0.100	8.000
Aug	0.100	0.008	0.020	0.410	6.600	0.012	0.080	0.250	0.200	0.100	8.000
Sep	0.100	0.010	0.020	0.460	7.700	0.018	0.100	0.280	0.300	0.100	9.900
Oct	0.100	0.021	0.030	0.500	8.400	0.030	0.090	0.320	0.300	0.100	11.000
Nov	0.200	0.016	0.060	0.630	13.000	0.031	0.160	0.520	0.500	0.100	16.000
Dec	0.100	0.007	0.030	0.270	5.600	0.008	0.060	0.220	0.200	0.100	6.800
Average	0.108	0.012	0.028	0.368	7.788	0.021	0.100	0.307	0.279	0.100	9.704
Max. Permissible Metal Concentrations (mg/kg of	170.000	34.000	340.000	2,800.000	1,700.000	11.000	94.000	420.000	1,100.000	34.000	4,200.000
Metal Concentrations in Sludge (mg/kg)	6.240	0.662	1.632	21.216	448.567	1.186	5.736	17.664	16.080	5.760	558.969

Ontario Clean Water Agency
 Baseline Quality Report - Liquid - Based on Last 4 Samples
 Digester Type: AF/ROBC

Facility: MOUNT FOREST WASTEWATER TREATMENT FACILITY
 Works: 5541
 Period: 01/01/2018 to 12/31/2018

Note: All parameters in this report will be derived from the biogas station

Parameter Short Name	Time Series	09/04/2018	10/09/2018	11/13/2018	12/10/2018	Average	Metal Concentrations in Sludge (mg/kg):	Max. Permissible Metal Concentrations (mg/kg of Solids):
As (mg/L)	Lab Published	0.100	0.100	0.200	0.100	0.125	6.859	170
Cd (mg/L)	Lab Published	0.010	0.011	0.016	0.007	0.011	0.713	14
Cu (mg/L)	Lab Published	0.020	0.030	0.060	0.030	0.035	1.920	340
Cr (mg/L)	Lab Published	0.460	0.500	0.630	0.270	0.465	25.514	2800
Cu (mg/L)	Lab Published	7.700	8.800	13.000	5.600	8.675	475.995	1700
Hg (mg/L)	Lab Published	0.018	0.030	0.011	0.008	0.022	1.207	11
Mn (mg/L)	Lab Published	0.100	0.090	0.160	0.060	0.101	5.652	94
Ni (mg/L)	Lab Published	0.280	0.120	0.520	0.220	0.135	18.381	420
Pb (mg/L)	Lab Published	0.300	0.300	0.500	0.200	0.175	17.853	1100
Se (mg/L)	Lab Published	0.100	0.100	0.100	0.100	0.100	5.487	14
Zn (mg/L)	Lab Published	9.900	11.000	16.000	6.800	10.925	599.451	4700
E. Coll: Dry Wt (che/g)	Lab Published	10,256.000	23,016.000	396,104.000	429,577.000	79,609.432	E. Coll average in the GUD	
TS (mg/L)	Lab Published	15,300.000	11,600.000	30,800.000	14,200.000	18,275.000		
V5 (mg/L)	Lab Published							
TP (mg/L)	Lab Published	540.000	630.000	1,000.000	410.000	650.000		
NO3-N (mg/L)	Lab Published	0.400	1.200	0.200	1.300	0.775		
TKN (mg/L)	Lab Published	516.000	599.000	1,290.000	690.000	776.250		
Cl (mg/L)	Lab Published	55.000	44.000	87.000	66.000	61.000		
NO3p_H4p_H (mg/L)	Lab Published	145.000	3.100	59.500	76.300	70.975		
NO3-N (mg/L)	Lab Published	0.300	16.000	0.300	0.300	4.225		

**2018 Annual Performance Report
Mount Forest Wastewater Treatment Plant
Certificate of Approval No. 6134-73F3FHHU**

Appendix C

Calibration Reports

2018

Western Office Eastern Office
2088 Jetstream Road 1602 Old Wooler Road
London, Ontario Wooler, Ontario
N5V 3P6 K0K 3M0

AS FOUND CERTIFICATION
FORWARD FLOW DIRECTION

PASS

CLIENT DETAIL		EQUIPMENT DETAIL	
CUSTOMER	OCWA - West Highlands Hub	[MUT] MANUFACTURER	Krohne
CONTACT	Don Irvine Process Compliance Technician p 519-925-1938 x225 c 519 321 9474 e dirvine@ocwa.com	MODEL	IFC010D
		SERIAL NUMBER	C08 0284
		FUSE	Pull plug on Board
		PLANT ID	Mount Forest WWTP
		METER ID	RAS Pump 1 Flow
		FIT ID	FIT-101
		CLIENT TAG	OCWA# 205520
		OTHER	N/A
		GPS COORDINATES	N 43 58 111 W 80 44 729
VER BY - FM	Travis Krayetshi	VERIFICATION DATE	September 21 2018
Quality Management Standards Information - Reference equipment and instrumentation used to conduct this verification test is found in our AC-QMS document at the time this test was		CAL. FREQUENCY	Annual
		CAL. DUE DATE	September 2019

PROGRAMMING PARAMETERS			FORWARD TOTALIZER INFORMATION		
DIAMETER (DN)	mm	100	AS FOUND	2285022	M3
F.S FLOW - MAG	LPS	66.3	AS LEFT	2285028	M3
F.S RANGE - O/P	LPS	50.000	DIFFERENCE	6	M3
CAL. k-FACTOR	GKL	5.53540			
			TEST CRITERIA		
			AS FOUND CERTIFICATION TEST	Yes	
			FORWARD FLOW DIRECTION	Yes	
			ALLOWABLE [%] ERROR	5	
			COMPONENTS TESTED		
			CONVERTER DISPLAY	yes	
			mA OUTPUT	yes	
			TOTALIZER	Yes	
			ACCURACY BASED ON [%] o.r	yes	
			ERROR DOCUMENTED IN THIS REPORT, BASED ON % o.r		
Zero Offset Flow	LPS	0.0000			

FLOW TUBE SIMULATION

		0.0	0.5	1.0	2.0	5.0	m/s
		0.0	5.0	10.0	20.0	50.0	% F.S. Flow
		0.0	6.6	13.3	26.5	66.3	% F.S. Range
REF. FLOW RATE		0.000	3.313	6.626	13.251	33.128	LPS
MUT [Reading]		0.000	3.320	6.640	12.230	33.110	LPS
MUT [Difference]		0.000	0.007	0.014	-1.021	-0.018	LPS
MUT [% Error]		n/a	0.22	0.22	-7.71	-0.05	%
mA OUTPUT		4.000	5.060	6.120	8.240	14.501	mA
MUT [Reading]	min. 4.000 mA	3.999	5.061	6.113	8.232	14.599	mA
MUT [Difference]	max. 20.000 mA	-0.001	0.001	-0.007	-0.008	-0.002	mA
MUT [% Error]		-0.02	0.02	-0.12	-0.10	-0.01	%
TOTALIZER - REF. FLOW RATE						33.128	LPS
TOTALIZER [MUT]						3	M3
TEST TIME						90.12	SECONDS
CALC. TOTALIZER ERROR						2.985	M3
						0.48	%

COMMENTS

Note: Verified programmed parameters matched manufacturer's tube parameters

QUALITY MANAGEMENT STANDARDS INFO.

[QMS] INFORMATION [REFERENCE]	IDENT	ID #
(MUT)	KRO	1
PROCESS METER	PM	2
ANALOG METER	AM	N/A
STOP WATCH	SW	N/A

RESULTS

TEST	AVG % o.r	PASS FAIL
DISPLAY	-1.83	PASS
mA OUTPUT	-0.05	PASS
TOTALIZER	0.48	PASS

This report reflects the test results of the overall accuracy for the above flow converter using the specified manufacturer's flow tube simulator to within the specified tolerance as identified within this report.

Western Office Eastern Office
2088 Jetstream Road 1602 Old Wooler Road
London, Ontario Wooler, Ontario
N5V 3P6 K0K 3M0

AS FOUND CERTIFICATION
FORWARD FLOW DIRECTION

PASS

CLIENT DETAIL		EQUIPMENT DETAIL	
CUSTOMER	OCWA - West Highlands Hub	[MUT] MANUFACTURER	Krohne
CONTACT	Don Irvine	MODEL	IFC010D
	Process Compliance Technician	SERIAL NUMBER	C08 0272
	p 519-925-1938 x225	FUSE	Pull Plug on Board
	c 519 321 9474	PLANT ID	Mount Forest WWTP
	e dirvine@ocwa.com	METER ID	RAS Pump 2 Flow
		FIT ID	FIT-102
		CLIENT TAG	N/A
		OTHER	OCWA# 205521
		GPS COORDINATES	N 43 58 111 W 80 44 729
VER BY - FM	Travis Kravetski	VERIFICATION DATE	September 21 2018
Quality Management Standards Information - Reference equipment and instrumentation used to conduct this verification test is found in our AC-QMS document at the time this test was		CAL. FREQUENCY	Annual
		CAL. DUE DATE	September 2019

PROGRAMMING PARAMETERS			FORWARD TOTALIZER INFORMATION		
DIAMETER (DN)	mm	100	AS FOUND	3033149	M3
F S. FLOW - MAG	LPS	65.0	AS LEFT	3033156	M3
F S. RANGE - Q/P	LPS	50 000	DIFFERENCE	7	M3
CAL. k-FACTOR	GKL	5.49750	TEST CRITERIA		
			AS FOUND CERTIFICATION TEST	Yes	
			FORWARD FLOW DIRECTION	Yes	
			ALLOWABLE [%] ERROR	5	
			COMPONENTS TESTED		
			CONVERTER DISPLAY	yes	
			mA OUTPUT	yes	
			TOTALIZER	Yes	
			ACCURACY BASED ON [% o.r.]	yes	
			ERROR DOCUMENTED IN THIS REPORT, BASED ON % o.r.		
Zero Offset Flow	LPS	0.0000			

FLOW TUBE SIMULATION

		0.0	0.5	1.0	2.0	5.0	m/s
		0.0	5.0	10.0	20.0	50.0	% F.S. Flow
		0.0	6.6	13.2	26.3	65.8	% F.S. Range
REF. FLOW RATE		0.000	3.280	6.560	13.160	32.901	LPS
MUT [Reading]		0.030	3.300	6.600	13.180	32.920	LPS
MUT [Difference]		0.000	0.010	0.020	0.020	0.019	LPS
MUT [% Error]		n/a	0.30	0.30	0.15	0.06	%
mA OUTPUT		4.000	5.053	6.106	8.211	14.928	mA
MUT [Reading]		min. 4.000 mA	3.994	5.045	6.101	8.217	14.933
MUT [Difference]		max. 20.000 mA	-0.006	-0.007	-0.005	0.006	0.005
MUT [% Error]			-0.15	-0.14	-0.08	0.07	0.03
TOTALIZER - REF. FLOW RATE						32.901	LPS
TOTALIZER (MUT)						3	M3
TEST TIME						91.15	SECONDS
CALC. TOTALIZER ERROR						2.999	M3
						0.04	%

COMMENTS

Note: Verified programmed parameters matched manufacturer's tube parameters

QUALITY MANAGEMENT STANDARDS INFO.

[QMS] INFORMATION	IDENT	ID #
[REFERENCE] FTS	KRO	1
PROCESS METER	PM	2
ANALOG METER	AM	N/A
STOP WATCH	SW	N/A

RESULTS

TEST	AVG % o.r.	PASS FAIL
DISPLAY	0.20	PASS
mA OUTPUT	-0.05	PASS
TOTALIZER	0.04	PASS

This report reflects the test results of the overall accuracy for the above flow converter using the specified manufacturer's flow tube simulator to within the specified tolerance as identified within this report.

Western Office Eastern Office
2088 Jetstream Road 1602 Old Wooler Road
London, Ontario Wooler, Ontario
N5V 3P6 K0K 3M0

AS FOUND CERTIFICATION
FORWARD FLOW DIRECTION

PASS

CLIENT DETAIL

CUSTOMER OCWA - West Highlands Hub
CONTACT Don Irvine
Process Compliance Technician
p 519-925-1938 x225
c 519-321-9474
e d.irvine@ocwa.com

[MUT] MANUFACTURER Krohne
MODEL IFC010D
SERIAL NUMBER C08 0308
FUUSE Pull Plug On Board
PLANT ID Mount Forest WWTP
METER ID WAS/SCUM Flow
FIT ID FIT-103
CLIENT TAG OCWA# 205522
OTHER N/A
GPS COORDINATES N 43 58 111 W 80 44 729

EQUIPMENT DETAIL

VER. BY - FM Travis Kravetski

Quality Management Standards Information -
Reference equipment and instrumentation used to
conduct this verification test is found in our AC-
QMS document at the time this test was

VERIFICATION DATE September 21, 2018
CAL. FREQUENCY Annual
CAL. DUE DATE September 2019

PROGRAMMING PARAMETERS

DIAMETER (DN) mm 80
F S. FLOW - MAG LPS 41.2
F S. RANGE - O/P LPS 30 000
CAL. k-FACTOR GKL 5.37250

FORWARD TOTALIZER INFORMATION

AS FOUND 123703 M3
AS LEFT 123709 M3
DIFFERENCE 6 M3

TEST CRITERIA

AS FOUND CERTIFICATION TEST Yes
FORWARD FLOW DIRECTION Yes
ALLOWABLE [%] ERROR 5

COMPONENTS TESTED

CONVERTER DISPLAY yes
mA OUTPUT yes
TOTALIZER Yes
ACCURACY BASED ON [% o.r.] yes
ERROR DOCUMENTED IN THIS REPORT, BASED ON % o.r.

Zero Offset Flow LPS 0.0080

FLOW TUBE SIMULATION

						m/s	% F.S. Flow	
								% F.S. Range
	0.0	0.5	1.0	2.0	5.0			
REF. FLOW RATE	0.008	2.066	4.124	8.239	20.586	LPS		
MUT [Reading]	0.000	2.073	4.136	8.238	20.596	LPS		
MUT [Difference]	-0.008	0.007	0.012	-0.001	0.000	LPS		
MUT [% Error]	-100.00	0.35	0.30	-0.01	0.00	%		
mA OUTPUT	4.000	5.102	6.199	8.394	14.979	mA		
MUT [Reading]	min. 4.000 mA	4.000	5.100	6.209	8.390	mA		
MUT [Difference]	max. 20.000 mA	0.000	-0.002	0.009	-0.004	mA		
MUT [% Error]		0.00	-0.03	0.14	-0.05	%		
TOTALIZER - REF. FLOW RATE						20.586	LPS	
TOTALIZER (MUT)						3	M3	
TEST TIME						146.65	SECONDS	
CALC. TOTALIZER						3.019	M3	
ERROR						-0.63	%	

COMMENTS

Note: Verified programmed parameters matched manufacturer's tube parameters

QUALITY MANAGEMENT STANDARDS INFO.

[QMS] INFORMATION	IDENT	ID #
[REFERENCE] FTS	KRO	1
PROCESS METER	PM	2
ANALOG METER	AM	N/A
STOP WATCH	SW	N/A

RESULTS

TEST	AVG % o.r.	PASS FAIL
DISPLAY	0.16	PASS
mA OUTPUT	-0.04	PASS
TOTALIZER	-0.63	PASS

This report reflects the test results of the overall accuracy for the above flow converter using the specified manufacturer's flow tube simulator to within the specified tolerance as identified within this report.

Western Office Eastern Office
2088 Jetstream Road 1602 Old Wooler Road
London, Ontario Wooler, Ontario
N5V 3P6 K0K 3M0

AS FOUND CERTIFICATION
FORWARD FLOW DIRECTION

PASS

CLIENT DETAIL		EQUIPMENT DETAIL	
CUSTOMER	OCWA - West Highlands Hub	[MUT] MANUFACTURER	Krohne
CONTACT	Don Irvine	MODEL	IFC090D
	Process Compliance Technician	SERIAL NUMBER	C08 1357
	p 519-925-1938 x225	FUSE	Pull Plug on Board
	c 519-321-9474	PLANT ID	Mount Forest WWTP
	e dirvine@ocwa.com	METER ID	Septage Receiving Flow
		FIT ID	N/A
		CLIENT TAG	OCWA# 205514
		OTHER	N/A
		GPS COORDINATES	N 43 58 111 W 80 44 729
VER BY - FM	Travis Krayetski	VERIFICATION DATE	September 21 2018
Quality Management Standards Information - Reference equipment and instrumentation used to conduct this verification test is found in our AC-QMS document at the time this test was		CAL. FREQUENCY	Annual
		CAL. DUE DATE	September 2019

PROGRAMMING PARAMETERS			FORWARD TOTALIZER INFORMATION	
DIAMETER (DN)	mm	100	AS FOUND	19887719 LITER
F S. FLOW - MAG	LPS	65.9	AS LEFT	19895931 LITER
F S. RANGE - O/P	LPS	40 000	DIFFERENCE	8212 LITER
CAL. k-FACTOR	GK	2 75380	TEST CRITERIA	
			AS FOUND CERTIFICATION TEST	Yes
			FORWARD FLOW DIRECTION	Yes
			ALLOWABLE (% ERROR	5
			COMPONENTS TESTED	
			CONVERTER DISPLAY	yes
			mA OUTPUT	yes
			TOTALIZER	Yes
			ACCURACY BASED ON (% or 	yes
			ERROR DOCUMENTED IN THIS REPORT; BASED ON % or 	
Zero Offset Flow	LPS	0 0000		

FLOW TUBE SIMULATION							
		0.0	0.5	1.0	2.0	5.0	m/s
		0.0	5.0	10.0	20.0	50.0	% F.S. Flow
		0.0	8.2	16.5	33.0	82.4	% F.S. Range
REF. FLOW RATE		0.000	3.296	6.592	13.185	32.961	LPS
MUT [Reading]		0 000	3 310	6 570	13 130	32 860	LPS
MUT [Difference]		0 000	0 014	-0 022	-0 055	-0 101	LPS
MUT [% Error]		n/a	0.42	-0.34	-0.41	-0.31	%
mA OUTPUT		4.000	5.318	6.637	9.274	17.185	mA
MUT [Reading]	min. 4 000 mA	4 000	5 327	6 629	9 278	17 141	mA
MUT [Difference]	max. 20 000 mA	0 000	0 009	-0 008	0 004	-0 044	mA
MUT [% Error]		0 00	0.16	-0.12	0 04	-0 25	%
TOTALIZER - REF. FLOW RATE						32.961	LPS
TOTALIZER [MUT]						4396	LITER
TEST TIME						133 67	SECONDS
CALC TOTALIZER						4405 961	LITER
ERROR						-0 23	%

COMMENTS	QUALITY MANAGEMENT STANDARDS INFO.	RESULTS		
		TEST	AVG % or	PASS FAIL
Note: Verified programmed parameters matched manufacturer's tube parameters	[QMS] INFORMATION IDENT. ID #	DISPLAY	-0 16	PASS
	[REFERENCE] FTS KRO	mA OUTPUT	-0 03	PASS
	PROCESS METER PM 1	TOTALIZER	-0 23	PASS
	ANALOG METER AM 2			
	STOP WATCH SW N/A			

This report reflects the test results of the overall accuracy for the above flow converter using the specified manufacturers flow tube simulator to within the specified tolerance as identified within this report.

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AS FOUND CERTIFICATION
 FORWARD FLOW DIRECTION

PASS

CLIENT DETAIL

CUSTOMER OCWA - West Highlands Hub
CONTACT Don Irvine
 Process Compliance Technician
 p 519-925-1938 x225
 c 519-321-9474
 e dirvine@ocwa.com

[MUT] MANUFACTURER Krohne
MODEL IFC020D
SERIAL NUMBER 0429/03
FUSE Pull Plug on Board
PLANT ID Mount Forest WWTP
METER ID Sludge Receiving Flow
FIT ID n/a
CLIENT TAG n/a
OTHER OCWA# 205524
GPS COORDINATES N 43 58 111 W 80 44 729

VER. BY - FM Paris Machuk

Quality Management Standards Information -
 Reference equipment and instrumentation used to
 conduct this verification test is found in our AC-
 QMS document at the time this test was

VERIFICATION DATE September 19 2018
CAL. FREQUENCY Annual
CAL. DUE DATE September 2019

PROGRAMMING PARAMETERS

DIAMETER (DN) mm 150
F S. FLOW - MAG LPS 174.5
F S. RANGE - O/P LPS 100 000
CAL. k-FACTOR GK 3 24000

FORWARD TOTALIZER INFORMATION

AS FOUND 147096 M3
AS LEFT 147107 M3
DIFFERENCE 11 M3

TEST CRITERIA

AS FOUND CERTIFICATION TEST Yes
FORWARD FLOW DIRECTION Yes
ALLOWABLE %|ERROR 5

COMPONENTS TESTED

CONVERTER DISPLAY yes
mA OUTPUT yes
TOTALIZER Yes
ACCURACY BASED ON [% or] yes
ERROR DOCUMENTED IN THIS REPORT, BASED ON % o.r.

Zero Offset Flow LPS -0.0300

FLOW TUBE SIMULATION

		0.0	0.5	1.0	2.0	5.0	m/s
		0.0	5.0	10.0	20.0	50.0	% F.S. Flow
		0.0	8.7	17.4	34.9	87.2	% F.S. Range
REF. FLOW RATE		-0.03	8.70	17.42	34.87	87.23	LPS
MUT (Reading)		0.03	8.75	17.44	34.90	87.28	LPS
MUT (Difference)		0.00	0.05	0.02	0.03	0.05	LPS
MUT (% Error)		0.00	0.62	0.11	0.08	0.06	%
mA OUTPUT		4.000	5.391	6.787	9.580	17.958	mA
MUT (Reading)		min. 4.000 mA	4.000	5.392	6.790	9.588	mA
MUT (Difference)		max. 20.000 mA	0.000	0.001	0.003	0.008	mA
MUT (% Error)			0.00	0.01	0.04	0.09	%
TOTALIZER - REF. FLOW RATE						87.227	LPS
TOTALIZER (MUT)						6	M3
TEST TIME						69.47	SECONDS
CALC. TOTALIZER						5.972	M3
ERROR						0.46	%

COMMENTS

QUALITY MANAGEMENT STANDARDS INFO.

[QMS] INFORMATION	IDENT	ID #
[REFERENCE] FTS	KRO	1
PROCESS METER	PM	11
ANALOG METER	AM	N/A
STOP WATCH	SW	Yes

RESULTS

TEST	AVG % o.r.	PASS FAIL
DISPLAY	0.22	PASS
mA OUTPUT	0.03	PASS
TOTALIZER	0.46	PASS

This report reflects the test results of the overall accuracy for the above flow converter using the specified manufacturers flow tube simulator to within the specified tolerance as identified within this report.

Western Office Eastern Office
2088 Jetstream Road 1602 Old Wooler Road
London, Ontario Wooler, Ontario
N5V 3P6 K0K 3M0

AS LEFT CERTIFICATION
FORWARD FLOW DIRECTION

PASS

CLIENT DETAIL

CUSTOMER OCWA - West Highlands Hub
CONTACT Don Irvine
Process Compliance Technician
p 519-925-1936 x225
c 519-321-9474
e dirvine@ocwa.com

[MUT] MANUFACTURER Krohne
MODEL IF C020D
SERIAL NUMBER 0427/03
FUSE Pull Plug on Board
PLANT ID Mount Forest WWTP
METER ID Sludge Loading Flow
FIT ID n/a
CLIENT TAG n/a
OTHER OCWA# 205525
GPS COORDINATES N43 58 111 W080 44 729

EQUIPMENT DETAIL

VER. BY - FM Paris Machuk/ Travis Krayetski

Quality Management Standards Information -
Reference equipment and instrumentation used to
conduct this verification test is found in our AC-
QMS document at the time this test was

VERIFICATION DATE September 19 2018
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PROGRAMMING PARAMETERS

DIAMETER (DN) mm 100
F.S. FLOW - MAG LPS 61.9
F.S. RANGE - O/P LPS 90.000
CAL. k-FACTOR GK 2.56700

FORWARD TOTALIZER INFORMATION

AS FOUND 265568 M3
AS LEFT 265579 M3
DIFFERENCE 11 M3

TEST CRITERIA

AS FOUND CERTIFICATION TEST No
FORWARD FLOW DIRECTION Yes
ALLOWABLE [%] ERROR 5

COMPONENTS TESTED

CONVERTER DISPLAY yes
mA OUTPUT yes
TOTALIZER Yes
ACCURACY BASED ON [% o.r.] yes
ERROR DOCUMENTED IN THIS REPORT, BASED ON % o.r.

Zero Offset Flow LPS 0.0000

FLOW TUBE SIMULATION

		0.0	1.0	2.0	5.0	10.0	m/s
		0.0	10.0	20.0	50.0	100.0	% F.S. Flow
		0.0	6.9	13.8	34.4	68.8	% F.S. Range
REF. FLOW RATE		0.000	6.193	12.386	30.965	61.930	LPS
MUT [Reading]		0.000	6.220	12.400	31.010	62.000	LPS
MUT [Difference]		0.000	0.027	0.014	0.045	0.070	LPS
MUT [% Error]		n/a	0.44	0.11	0.15	0.11	%
mA OUTPUT		4.000	5.101	6.202	9.505	15.010	mA
MUT [Reading]		min. 4.000 mA	3.997	5.099	6.208	9.509	mA
MUT [Difference]		max. 20.000 mA	-0.003	-0.002	0.006	0.004	mA
MUT [% Error]			-0.08	-0.04	0.10	0.04	%
TOTALIZER - REF. FLOW RATE						61.930	LPS
TOTALIZER [MUT]						4	M3
TEST TIME						64.64	SECONDS
CALC. TOTALIZER ERROR						4.003	M3
						-0.08	%

COMMENTS

	QUALITY MANAGEMENT STANDARDS INFO.			RESULTS		
	[QMS] INFORMATION	IDENT	ID #	TEST	AVG % o.r.	PASS FAIL
	[REFERENCE] FTS	KRO		DISPLAY	0.20	PASS
Note: Verified programmed parameters matched manufacturer's tube parameters	PROCESS METER	PM	1	mA OUTPUT	0.02	PASS
	ANALOG METER	AM	N/A	TOTALIZER	-0.08	PASS
	STOP WATCH	SW	N/A			

This report reflects the test results of the overall accuracy for the above flow converter using the specified manufacturer's flow tube simulator to within the specified tolerance as identified within this report.

Western Office	Eastern Office
2088 Jetstream Road	1602 Old Wooler Road
London, Ontario	Wooler, Ontario
N5V 3P6	K0K 3M0

AS FOUND CERTIFICATION
PASS

CLIENT DETAIL		EQUIPMENT DETAIL	
CUSTOMER	OCWA - West Highlands Hub	[MUT] MANUFACTURER	Miltronics
CONTACT	Don Irvine Process Compliance Technician p 519-925-1938 x225 c 519-321-9474 e dirvine@ocwa.com	MODEL	MultiRanger 200
		CONVERTER SERIAL NUMBER	PRD/V7100076
		PLANT ID	Mount Forest WWTP
		METER ID	Influent Flow
		FIT ID	LIT-001
		CLIENT TAG	OCWA# 205513
		OTHER	n/a
		GPS COORDINATES	N43 538 111 W080 44 729
VER. BY - FM	Paris Mactuk	VERIFICATION DATE	September 21 2018
Quality Management Standards Information - Reference equipment and instrumentation used to conduct this verification test is found in our AC-QMS document at the time this test was		CAL FREQUENCY	Annual
		CAL DUE DATE	September 2019

PROGRAMMING PARAMETERS			TOTALIZER		
THROAT DIMENSION (DN)	inches	9	AS FOUND	936329 75	M3
EMPTY DISTANCE	m	0.863	AS LEFT	936426	M3
MAX. HEAD	m	0.600	DIFFERENCE	96 25	M3
DEAD ZONE	m	-0.037	TEST CRITERIA		
BLANKING DISTANCE	m	0.300	AS FOUND CERTIFICATION TEST	Yes	
MAX. FLOW	LPS	245.0	ALLOWABLE [%] ERROR	15	
F.S. RANGE - O/P	LPS	245.0			

COMPONENTS TESTED	
CONVERTER DISPLAY	yes
mA OUTPUT	yes
TOTALIZER	yes
ACCURACY BASED ON [% o.r.]	no
ERROR DOCUMENTED IN THIS REPORT BASED ON % F.S.	

Ultrasonic Sensor is not installed high enough, to ensure full scale flow conditions

AS FOUND TEST RESULTS

		18.6	18.6	34.6	53.8	87.5	% F.S. Range
REF. FLOW RATE		0.200	0.200	0.300	0.400	0.550	m
MUT [Reading]		45.63	45.63	84.85	131.77	214.50	LPS
MUT [Difference]		45.37	46.37	86.45	133.10	216.20	LPS
MUT [% Error]		0.74	0.74	1.60	1.33	1.70	LPS
mA OUTPUT		0.30	0.30	0.65	0.54	0.69	%
MUT [Reading]	min. 4.000 mA	6.979	6.979	9.540	12.604	18.006	mA
MUT [Difference]	max. 20.000 mA	6.984	6.984	9.633	12.682	18.124	mA
MUT [% Error]		0.005	0.005	0.093	0.078	0.118	mA
TOTALIZER - REF. FLOW RATE		0.02	0.02	0.46	0.39	0.59	%
TOTALIZER (MUT)						214.503	LPS
TEST TIME						14.63	M3
CALC. TOTALIZER						67.77	SECONDS
ERROR						14.537	M3
						0.64	%

COMMENTS
QUALITY MANAGEMENT STANDARDS INFO.

[QMS] INFORMATION	IDENT.	ID #
[REFERENCE] LEVEL	Slim. BOARD	n/a
PROCESS METER	PM	11
STOP WATCH	SW	n/a

RESULTS

TEST	AVG %FS	PASS FAIL
DISPLAY	0.55	PASS
mA OUTPUT	0.30	PASS
TOTALIZER	0.64	PASS

This report reflects the test results of the overall accuracy for the above flow converter using the specified manufacturers flow tube simulator to within the specified tolerance as identified within this report.

Western Office Eastern Office
2080 Jetstream Road 1602 Old Wooler Road
London, Ontario Wooler, Ontario
N5V 3P6 K0K 3M0

AS FOUND CERTIFICATION

PASS

CLIENT DETAIL		EQUIPMENT DETAIL	
CUSTOMER	OCWA - West Highlands Hub	[MUT] MANUFACTURER	Milltronics
CONTACT	Don Irvine Process Compliance Technician p 519-925-1938 x225 c 519-321-9474 e dirvine@ocwa.com	MODEL	MultiRanger 200
		CONVERTER SERIAL NUMBER	PBD/7040026
		PLANT ID	Mount Forest WWTP
		METER ID	Final Effluent Flow
		FIT ID	LIT-201
		CLIENT TAG	OCWA# 205504
		OTHER	n/a
		GPS COORDINATES	N43 538 111 W060 44 729
VER. BY - FM	Paris Machuk	VERIFICATION DATE	September 21 2018
Quality Management Standards Information - Reference equipment and instrumentation used to conduct this verification test is found in our AC- QMS document at the time this test was		CAL. FREQUENCY	Annual
		CAL. DUE DATE	September 2019

PROGRAMMING PARAMETERS			TOTALIZER		
THROAT DIMENSION (DN)	Inches	9	AS FOUND	948473.88	M3
EMPTY DISTANCE	m	1.600	AS LEFT	948553.81	M3
MAX. HEAD	m	0.600	DIFFERENCE	79.93	M3
DEAD ZONE	m	0.700	TEST CRITERIA		
BLANKING DISTANCE	m	0.300	AS FOUND CERTIFICATION TEST	Yes	
MAX FLOW	LPS	245.0	ALLOWABLE [%] ERROR	15	
F.S. RANGE - O/P	LPS	245.0	COMPONENTS TESTED		
			CONVERTER DISPLAY	yes	
			mA OUTPUT	yes	
			TOTALIZER	yes	
			ACCURACY BASED ON [% o.r.]	no	
			ERROR DOCUMENTED IN THIS REPORT, BASED ON % F.S.		

Ultrasonic sensor installed to ensure full scale flow condition

AS FOUND TEST RESULTS

		12.0	18.6	34.6	53.8	87.5	% F.S. Range
REF. FLOW RATE		0.150	0.200	0.300	0.400	0.550	m
MUT [Reading]		29.383	45.630	84.854	131.774	214.503	LPS
MUT [Difference]		33.880	51.710	93.580	140.000	225.700	LPS
MUT [% Error]		4.497	6.080	8.826	8.226	11.197	LPS
mA OUTPUT		1.84	2.48	3.60	3.36	4.57	%
MUT [Reading]		5.919	6.979	9.540	12.604	18.006	mA
MUT [Difference]		6.198	7.360	10.023	13.127	18.724	mA
MUT [% Error]		0.279	0.381	0.543	0.523	0.718	mA
TOTALIZER - REF. FLOW RATE		1.40	1.90	2.71	2.62	3.59	%
TOTALIZER [MUT]		214.503					LPS
TEST TIME		14.63					M3
CALC. TOTALIZER		64.57					SECONDS
ERROR		13.850					M3
		5.33					%

COMMENTS	QUALITY MANAGEMENT STANDARDS INFO.			RESULTS		
	[QMS] INFORMATION	IDENT	ID #	TEST	AVG %FS	PASS FAIL
	[REFERENCE] LEVEL	Sim BOARD	n/a	DISPLAY	3.50	PASS
PROCESS METER	PM	11	mA OUTPUT	2.44	PASS	
STOP WATCH	SW	n/a	TOTALIZER	5.33	PASS	

This report reflects the test results of the overall accuracy for the above flow converter using the specified manufacturers flow tube simulator to within the specified tolerance as identified within this report.

AS FOUND CERTIFICATION
 FORWARD FLOW DIRECTION

PASS

CLIENT DETAIL		EQUIPMENT DETAIL	
CUSTOMER	OCWA - West Highlands Hub	[MUT] MANUFACTURER	ENDRESS & HAUSER
CONTACT	Don Irvine Process Compliance Technician p 519-925-1938 x225 c 519-321 9474 e dirvine@ocwa.com	MODEL	Promag 50VV
		CONVERTER S/N:	D6020C 16000
		FUSE	Full plug on board
		PLANT ID	Mount Forest Cork St. S Pumping Station
		METER ID	Station Flow
		FIT ID	FIT-1
		CLIENT TAG	OCWAN# 205529
		OTHER	N/A
		GPS COORDINATES	N45 58 552 W080 44 687
VER. BY - FM	Travis Kravetski	VERIFICATION DATE	September 21 2018
Quality Management Standards Information - Reference equipment and instrumentation used to conduct this verification test is found in our AC-QMS document at the time this test was		CAL. FREQUENCY	Annual
		CAL. DUE DATE	September 2019

PROGRAMMING PARAMETERS			FORWARD TOTALIZER INFORMATION	
DIAMETER (DN)	mm	200	AS FOUND	1089295 M3
F.S. FLOW - MAG	LPS	314 150	AS LEFT	1089358 M3
F.S. RANGE - O/P	LPS	200 000	DIFFERENCE	62 M3
TUBE k-FACTOR		1.0427	TEST CRITERIA	
TUBE zero		-3	AS FOUND CERTIFICATION TEST	Yes
			FORWARD FLOW DIRECTION	Yes
			ALLOWABLE [%] ERROR	5
			COMPONENTS TESTED	
			CONVERTER DISPLAY	yes
			mA OUTPUT	yes
			TOTALIZER	yes
			ACCURACY BASED ON [% or]	yes
			ERROR DOCUMENTED IN THIS REPORT, BASED ON [% or]	

FLOW TUBE SIMULATION

		0.0	50.0	100.0	150.0	200.0	LPS
		0.0	15.9	31.8	47.7	63.7	% F.S. Flow
		0.0	25.0	50.0	75.0	100.0	% F.S. Range
REF. FLOW RATE		0.000	50.000	100.000	150.000	200.000	LPS
MUT [Reading]		0.000	49.970	99.880	149.830	199.830	LPS
MUT [Difference]		0.000	-0.030	-0.120	-0.110	-0.170	LPS
MUT [% Error]		n/a	-0.06	-0.12	-0.07	-0.08	% O.R
mA OUTPUT		4.000	8.000	12.000	16.000	20.000	mA
MUT [Reading]	min. 4 mA	3.997	7.993	11.992	15.984	19.978	mA
MUT [Difference]	max. 20 mA	-0.003	-0.007	-0.008	-0.016	-0.022	mA
MUT [% Error]		-0.08	-0.09	-0.07	-0.10	-0.11	% O.R
TOTALIZER - REF. FLOW RATE						200.000	LPS
TOTALIZER [MUT]						18	M3
TEST TIME						89.98	SECONDS
CALC. TOTALIZER						17.996	M3
ERROR						0.02	%

COMMENTS

Note: Verified programmed parameters matched manufacturer's tube parameters

QUALITY MANAGEMENT STANDARDS INFO.

(QMS) INFORMATION	IDENT	ID #
[REFERENCE] FTS	E&H (FC)	1
PROCESS METER	PM	2
ANALOG METER	AM	1
STOP WATCH	SW	2

RESULTS

TEST	AVG [% or]	PASS FAIL
DISPLAY	-0.08	PASS
mA OUTPUT	-0.09	PASS
TOTALIZER - R	0.02	PASS

This report reflects the test results of the overall accuracy for the above flow converter using the specified manufacturer's flow tube simulator to within the specified tolerance as identified within this report.

Western Office Eastern Office
 2088 Jetstream Road 1602 Old Wooler Road
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 NSV 3P6 K0K 3M0

 AS FOUND CERTIFICATION
 FORWARD FLOW DIRECTION

PASS

CLIENT DETAIL		EQUIPMENT DETAIL	
CUSTOMER	OCWA - West Highlands Hub	[MUT] MANUFACTURER	Krohne
CONTACT	Don Irvine Process Compliance Technician p 519-925-1938 x225 c 519-321-9474 e dirvine@ocwa.com	MODEL	IFC100W
		SERIAL NUMBER	C104591
		FUSE	CP-01 FU7
		PLANT ID	Mount Forest Durham St
		METER ID	Pump Station Flow
		FIT ID	FIT-1
		CLIENT TAG	OCWA# 205530
		OTHER	N/A
		GPS COORDINATES	N43 58 974 W080 44 477
VER BY - FM	Travis Krayetski	VERIFICATION DATE	September 21 2018
Quality Management Standards Information - Reference equipment and instrumentation used to conduct this verification test is found in our AC-QMS document at the time this test was		CAL FREQUENCY	Annual
		CAL DUE DATE	September 2019

PROGRAMMING PARAMETERS			FORWARD TOTALIZER INFORMATION		
DIAMETER (DN)	mm	300	AS FOUND	153048 72	M3
F.S FLOW - MAG	LPS	852 2	AS LEFT	153103 68	M3
F.S RANGE - O/P	LPS	250 000	DIFFERENCE	54 96	M3
CAL k-FACTOR	GAL	7 9112	TEST CRITERIA		
			AS FOUND CERTIFICATION TEST	Yes	
			FORWARD FLOW DIRECTION	Yes	
			ALLOWABLE [%] ERROR	5	
			COMPONENTS TESTED		
			CONVERTER DISPLAY	yes	
			mA OUTPUT	yes	
			TOTALIZER	Yes	
			ACCURACY BASED ON [% o.r.]	yes	
			ERROR DOCUMENTED IN THIS REPORT, BASED ON % o.r.		
Zero Offset Flow	LPS	0 0000			

FLOW TUBE SIMULATION						
		0.0	0.5	1.0	2.0	m/s
		0.0	5.0	10.0	20.0	% F.S. Flow
		0.0	17.0	34.1	68.2	% F.S. Range
REF. FLOW RATE		0.000	42.612	85.223	170.447	LPS
MUT [Reading]		0 000	42 730	85 440	170 560	LPS
MUT [Difference]		0 000	0 118	0 217	0 213	LPS
MUT [% Error]		n/a	0 28	0 25	0 13	%
mA OUTPUT		4.000	6.727	9.454	14.909	mA
MUT [Reading]		min. 4 000 mA	6 736	9 469	14 925	mA
MUT [Difference]		max. 20 000 mA	0 009	0 015	0 017	mA
MUT [% Error]			0 13	0 16	0 12	%
TOTALIZER - REF. FLOW RATE					170.447	LPS
TOTALIZER [MUT]					22	M3
TEST TIME					129 42	SECONDS
CALC TOTALIZER					22 059	M3
ERROR					-0.27	%

COMMENTS	QUALITY MANAGEMENT STANDARDS INFO.			RESULTS		
	[QMS] INFORMATION	IDENT	ID #	TEST	AVG % o.r.	PASS FAIL
	[REFERENCE] FTS	KRO	1	DISPLAY	0.22	PASS
Note: Totalizer reset & units changed from gallons to m3 as per operator request	PROCESS METER	PM	2	mA OUTPUT	0.10	PASS
Note: Verified programmed parameters matched manufacturer's tube parameters	ANALOG METER	AM	N/A	TOTALIZER	-0.27	PASS
	STOP WATCH	SW	N/A			

This report reflects the test results of the overall accuracy for the above flow converter using the specified manufacturer's flow tube simulator to within the specified tolerance as identified within this report

Western Office Eastern Office
2088 Jetstream Road 1602 Old Wooler Road
London, Ontario Wooler, Ontario
N5V 3P6 K0K 3M0

AS FOUND CERTIFICATION
FORWARD FLOW DIRECTION

PASS

CLIENT DETAIL		EQUIPMENT DETAIL	
CUSTOMER	OCWA - West Highlands Hub	[MUT] MANUFACTURER	Krohne
CONTACT	Don Irvine Process Compliance Technician p 519 925-1938 x225 c 519-321-9474 e dirvine@ocwa.com	MODEL	IFC300W
		SERIAL NUMBER	C08 0273
		FUSE	Full Plug on Board
		PLANT ID	Mount Forest Water Street
		METER ID	Pump Station Flow
		FIT ID	FIT-401
		CLIENT TAG	OCWA# 205535
		OTHER	N/A
		GPS COORDINATES	N 43 50 503 W 80 44 085
VER. BY - FM	Travis Krajetski	VERIFICATION DATE	September 21 2018
Quality Management Standards Information - Reference equipment and instrumentation used to conduct this verification test is found in our AC- QMS document at the time this test was		CAL FREQUENCY	Annual
		CAL DUE DATE	September 2019

PROGRAMMING PARAMETERS			FORWARD TOTALIZER INFORMATION		
DIAMETER (DN)	mm	300	AS FOUND	7292353 95	M3
F S. FLOW - MAG	LPS	785.9	AS LEFT	7292375 9	M3
F S. RANGE - O/P	LPS	300 000	DIFFERENCE	21 95	M3
CAL. k-FACTOR	GKL	7 29500	TEST CRITERIA		
			AS FOUND CERTIFICATION TEST	Yes	
			FORWARD FLOW DIRECTION	Yes	
			ALLOWABLE [%] ERROR	5	
			COMPONENTS TESTED		
			CONVERTER DISPLAY	yes	
			mA OUTPUT	yes	
			TOTALIZER	Yes	
			ACCURACY BASED ON [% o.r.]	yes	
			ERROR DOCUMENTED IN THIS REPORT; BASED ON % o.r.		
Zero Offset Flow	LPS	0 0000			

FLOW TUBE SIMULATION							
		0.0	0.5	1.0	2.0	m/s	
		0.0	5.0	10.0	20.0	% F.S. Flow	
		0.0	13.1	26.2	52.4	% F.S. Range	
REF. FLOW RATE		0.000	39.293	78.585	157.171	LPS	
MUT [Reading]		0.000	39.700	78.900	157.500	LPS	
MUT [Difference]		0.000	0.407	0.315	0.329	LPS	
MUT [% Error]		n/a	1.04	0.40	0.21	%	
mA OUTPUT		4.000	6.096	8.191	12.382	mA	
MUT [Reading]		min. 4.000 mA	6.115	8.210	12.401	mA	
MUT [Difference]		max. 20.000 mA	-0.002	0.019	0.019	mA	
MUT [% Error]			-0.05	0.32	0.23	%	
TOTALIZER - REF. FLOW RATE					157.171	LPS	
TOTALIZER (MUT)					13	M3	
TEST TIME					80.98	SECONDS	
CALC. TOTALIZER ERROR					12.728	M3	
					0.25	%	

COMMENTS	QUALITY MANAGEMENT STANDARDS INFO.			RESULTS			
	Note: Unable to locate sensor to validate programmed parameters	[QMS] INFORMATION	IDENT	ID #	TEST	AVG % o.r.	PASS FAIL
		[REFERENCE] FTS	KRO	1	DISPLAY	0.55	PASS
PROCESS METER		PM	2	mA OUTPUT	0.16	PASS	
	ANALOG METER	AM	N/A	TOTALIZER	0.25	PASS	
	STOP WATCH	SW	N/A				

This report reflects the test results of the overall accuracy for the above flow converter using the specified manufacturers flow tube simulator to within the specified tolerance as identified within this report.

**2018 Annual Performance Report
Mount Forest Wastewater Treatment Plant
Certificate of Approval No. 6134-73F3FHHU**

Appendix D

Community Complaint

2018

Ontario Clean Water Agency Community Complaints

Facility ID: 5541
 Facility Name: Mount Forest Wastewater Treatment Plant
 Address: 400 North Water Street
 City: Mount Forest
 Province: Ontario
 Postal Code: N0G 2K0
 Name of Person who filed Complaint: _____
 Address: _____
 Phone: _____

NOTE: If there were multiple complaints, provide the name of the person who filed the initial complaint and note the number and details in the "Description" field below

Date of Complaint: 04/13/2018
 Time of Complaint: 08:00:00 AM

Nature of Complaint

- | | | |
|--|--|--|
| <input type="checkbox"/> Noise | <input type="checkbox"/> Water Supply Taste/Colour | <input type="checkbox"/> Water Pressure/No Water |
| <input checked="" type="checkbox"/> Visual | <input type="checkbox"/> Service Problem | <input type="checkbox"/> Basement Flooding |
| <input type="checkbox"/> Odour | <input type="checkbox"/> Sludge Related | |
- Other: _____

Description:

Operator Received a complaint for lighting at night from the Mount Forest WWTP facility.

Action taken in response:

Operator immediately adjusted the outside lighting to resolve the issue

Was the source of the problem identified?: ● Yes ○ No

Was the source an OCWA facility/activity?: ● Yes ○ No If "Yes", describe:

Mount Forest WWTP

If any remedial action is required, complete action plan form

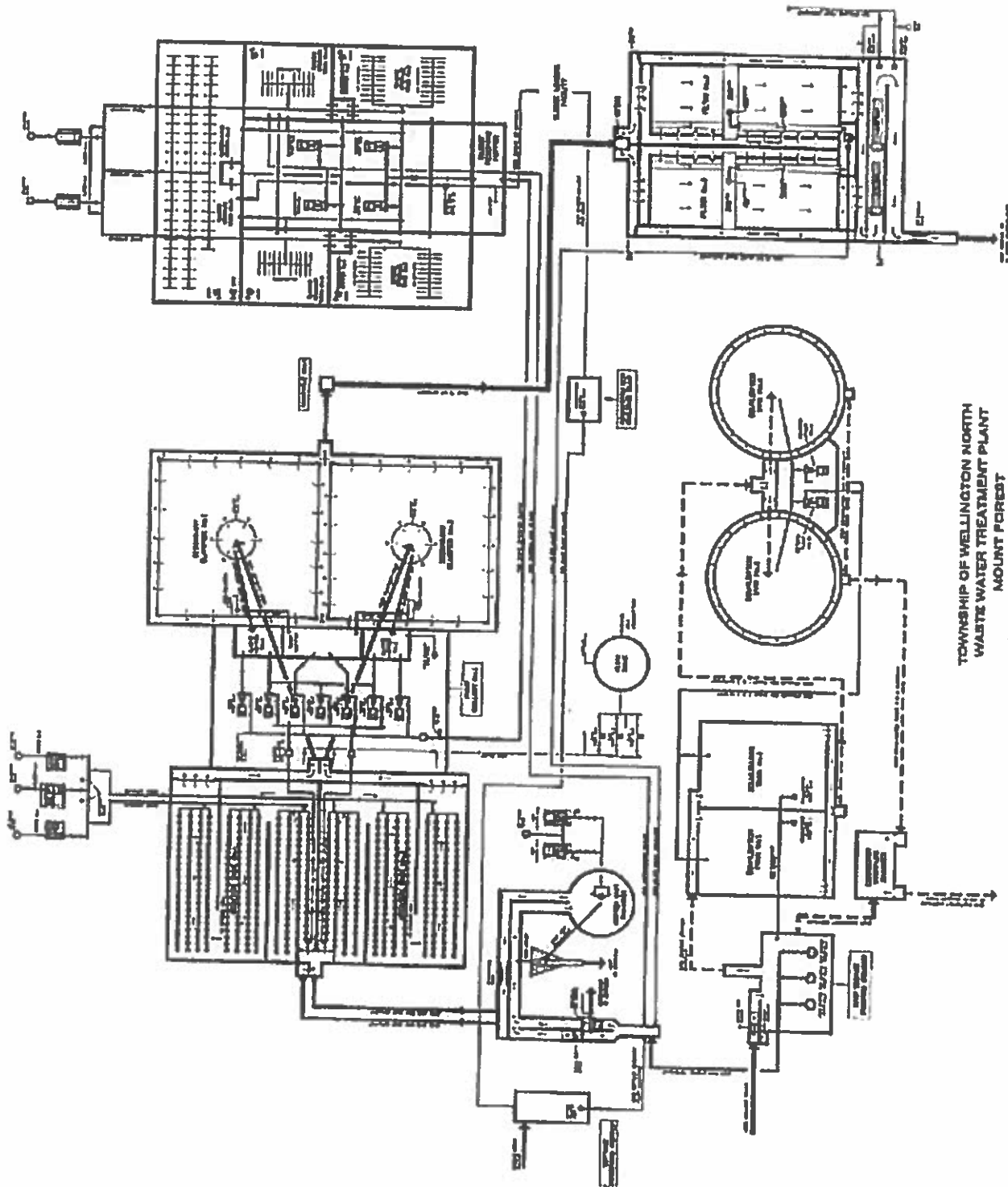
Updated By: Donald Irvine 06/27/2018 10:57:51 AM

**2018 Annual Performance Report
Mount Forest Wastewater Treatment Plant
Certificate of Approval No. 6134-73F3FHHU**

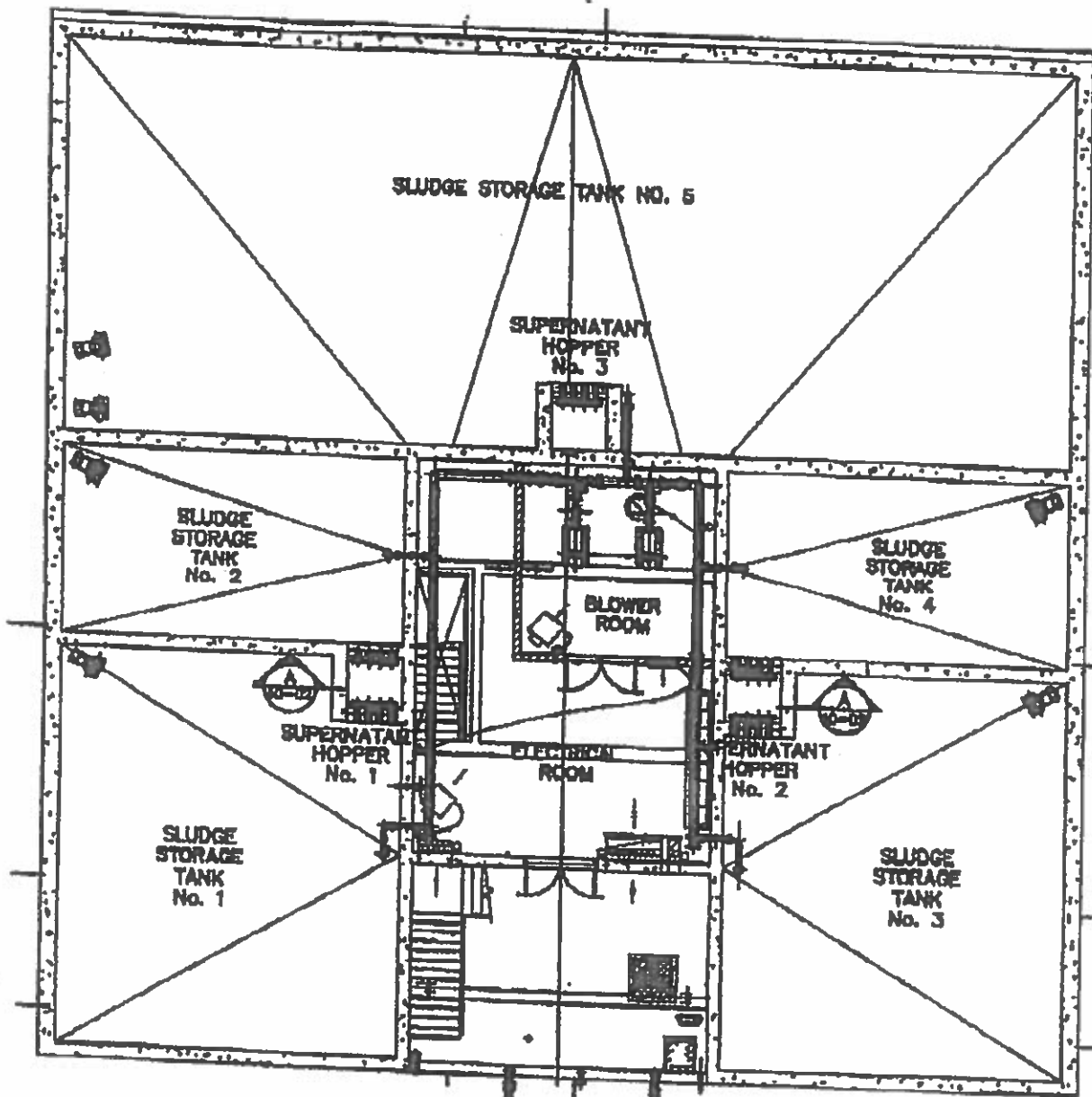
Appendix E

Process Flow Schematic

2018



TOWNSHIP OF WELLINGTON NORTH
WASTE WATER TREATMENT PLANT
MOUNT FOREST
PROCESS FLOW SCHEMATIC

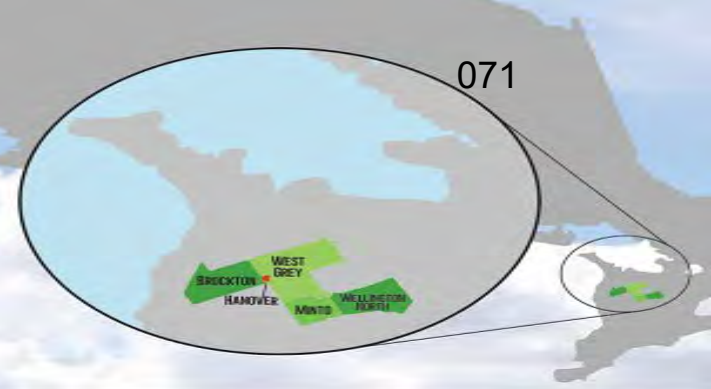


SECTIONAL PLAN 



Saugeen Economic Development Corporation

**Brockton ~ Hanover
Minto ~ Wellington North
West Grey**



Mission

In March 2017 the SEDC and 5 municipalities banded together in a partnership to create a project called “Saugeen Connects”.

The mission was to **collaborate** and positively impact area economic growth, support **youth retention and development**, support **growth and retention of businesses**; and to **integrate efforts to leverage immigrant attraction** to the area as residents, workers, entrepreneurs, business owners, operators and investors.

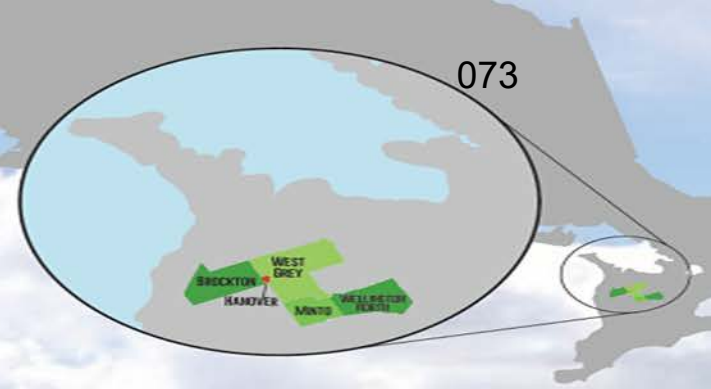


Funding/Resources

- Each partner provides \$5,000/year and staff resources to support the projects.
- Received a Rural Economic Development Grant of \$34,000 (2018 & 2019)

Saugeen Connects

Business | Succession Matching • Immigration • Youth • Women



Saugeen Connects

Business | Succession Matching • Immigration • Youth • Women

Quality of Life in the Saugeen Connects Area

Do you want to spend less time commuting to and from work? Are you looking for a simpler life, with continued access to amenities? The Saugeen Connects Area has the Quality of Life you're Seeking!

We invite you to learn more about the opportunities that await you in the Saugeen Connects Area! With a population of 50,000+, and a majority transitioning out of the workforce, there are many job and investment opportunities available. Moderate to high annual wages as well as low home and rental costs provide you a great quality of life!

- Benefits include:*
- FRIENDLINESS
 - FAMILY & COMMUNITY FOCUSED
 - VARIOUS COMMUNITY ORGANIZATIONS
 - CONNECTIVITY TO HIGH PROGRESS IN URBAN AREAS
 - SHORTER COMMUTE TIMES - MORE PERSONAL TIME
 - NUMEROUS RECREATIONAL ACTIVITIES

In the area....



Age & Gender



Top Ethnic Groups



Average Annual Wage
\$52,335

Average Home Cost
\$294,165

Average Annual Household Income
\$90,858

Average Monthly Rental Cost
\$840

www.saugeenconnects.com

Saugeen Connects

Business | Succession Matching • Immigration • Youth • Women

75% of businesses plan to hire in 2018

Commuting Duration



Main Mode of Commuting



Top Hard-to-Fill Jobs



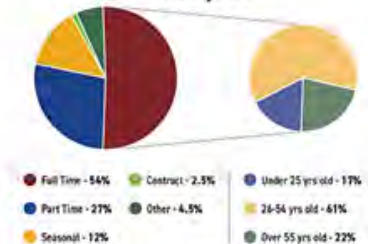
Top Recruitment Methods



Competencies employers are looking for in Hard-to-Fill positions

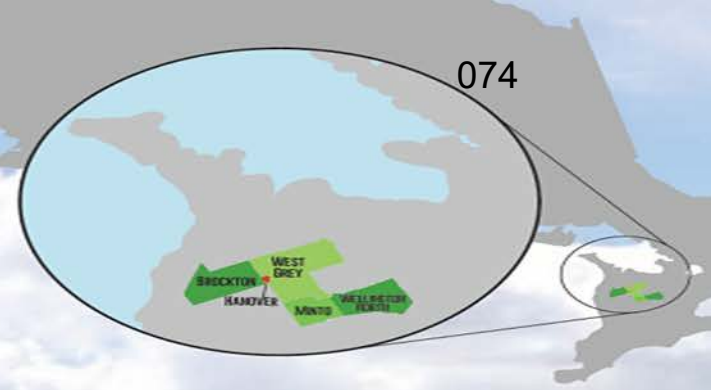
1. Work ethic
2. Self-motivated/Ability to work with little to no supervision
3. Team Work/Interpersonal abilities
4. Customer service

Workforce



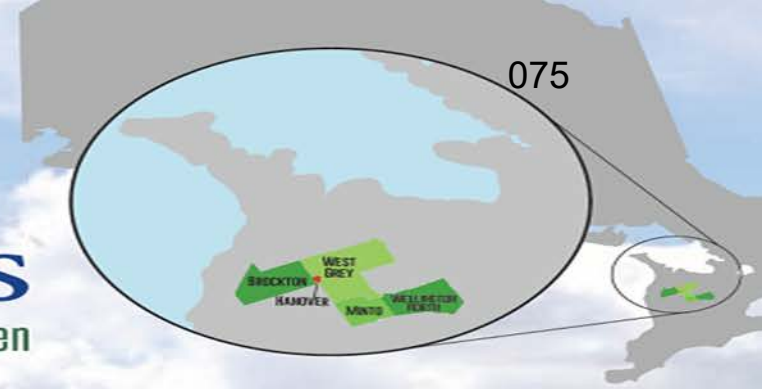
www.saugeenconnects.com





SUCCESSION MATCHING

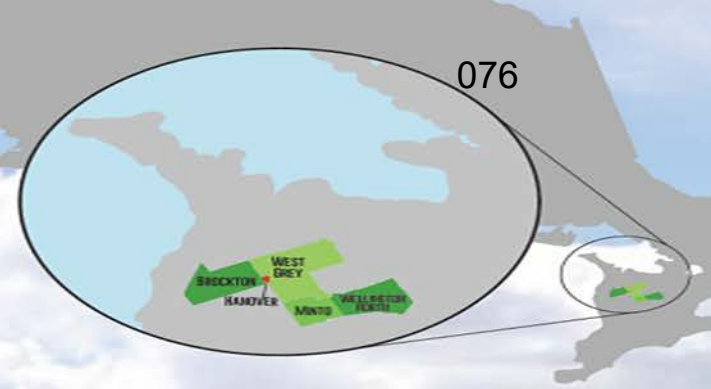
- Successionmatching.com is an online community of business buyers, sellers, and succession planning professionals.
- Successionmatching.com doesn't charge a commission on the sale of a business or farm
- Provides resources and services to assist those looking to buy or sell a business



SUCCESSION MATCHING

FRAGOMEN WORLDWIDE

- SuccessionMatching's buyers come from around the world.
- With the help of Fragomen Worldwide, they help immigrants find businesses and farms to purchase in Canada in order to apply for permanent residence status
- SuccessionMatching.com was contracted in June 2018 to provide 100 coupon codes to sellers through Saugeen Connects to use the service
- Two info/training sessions for users have been held and at the end of June, twelve Saugeen Connects clients had activated codes and five had been sold.
- Planning a Succession Planning Training Session for Spring 2020



SUCCESSION MATCHING

- SuccessionMatching is partnering with universities and colleges across Canada to offer their students and alumni free memberships to their online community of business buyers and sellers.
- Participants are also given free transition resources and are connected with Lending Partners to get expert advice on how to fund a business purchase.

SUCCESSION MATCHING
BE YOUR OWN BOSS
 launch event

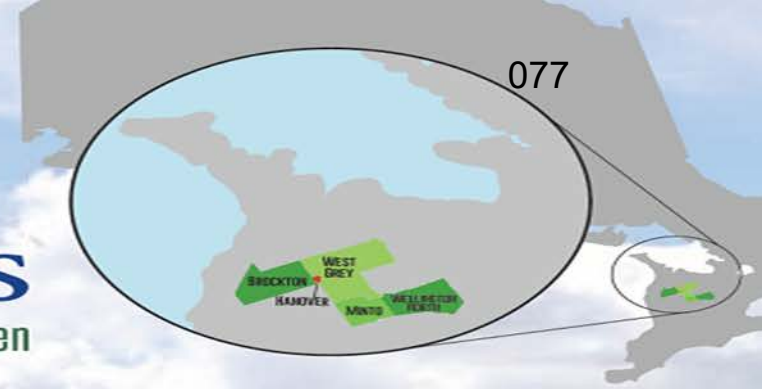
THANK YOU!

Thank you to all our partners and friends for making this event such a success!

We look forward to matching students and graduates with transitioning business owners in 2019!

LA CITÉ DES AFFAIRES | LA CITÉ OF BUSINESS
 CONFEDERATION COLLEGE | EDWARDS SCHOOL OF BUSINESS | CAMBRIAN COLLEGE
 UNIVERSITY OF CALGARY | Lakehead UNIVERSITY | OLDS COLLEGE

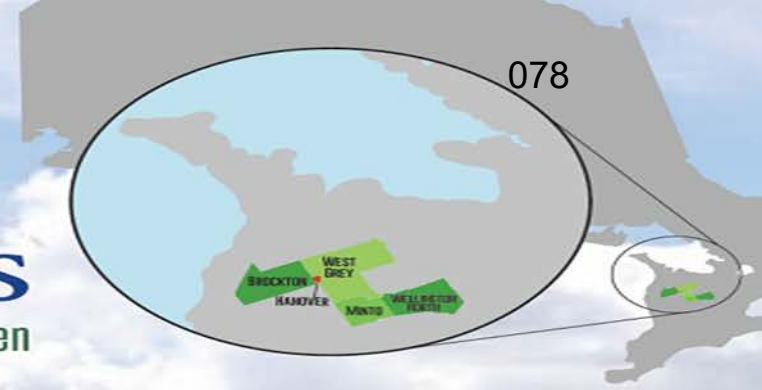
Thank you **Canoe** FINANCIAL | Canadian Chamber of Commerce | Ontario Chamber of Commerce for supporting this event.



Immigration

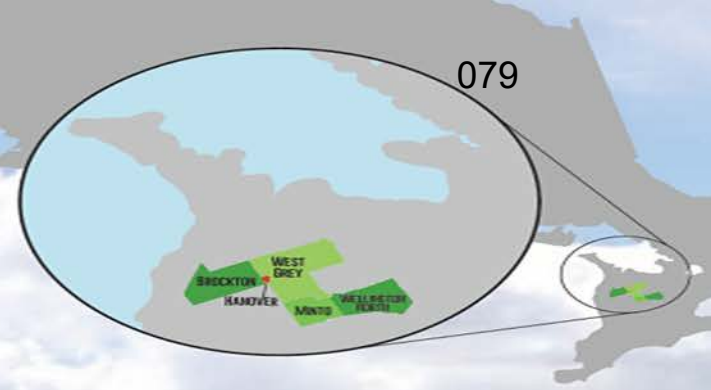
- Attract skilled and immigrant general workers to the Saugeen Connects catchment area as well as attract immigrants that are qualified to start, invest in, buy or partner in area businesses.
- October 30, 2018 hosted Investor Bus Tour with 23 investors
- 9 follow-up inquiries and 4 follow-up visits.





Immigration

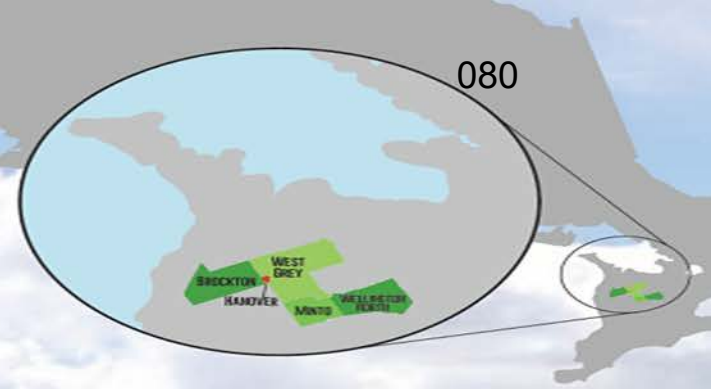
- “I actually encountered an opportunity that seemed to be aligned with my requirements and I am looking into it in detail and would seek help from specialized NCP staff for a sustainable decision”.
- Sector Profile Videos featuring key employers highlighting job opportunities to be presented to clients at NCP in November/December 2019



Immigration

- Labour Force Diversification 101 Event – May 1, 2019
- 40 attendees sharing resources and best practices
- Plans to develop an Employer Network to share and learn

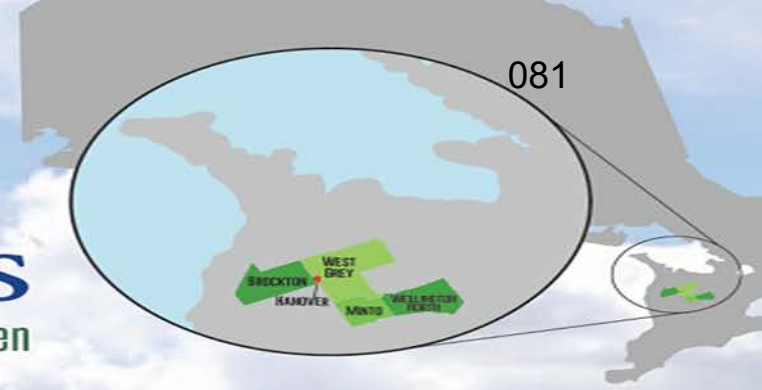




Youth

- Saugeen Student Start-Up
 - Launched Spring 2019
 - Grades 6 - 12
 - 41 Youth opened 34 businesses this summer
 - Included 4 Training Sessions: Financial, Marketing, Customer Service, Problem Solving
 - Awarded \$500 for completing all aspects of program
 - Celebrated with Sponsors, Students and Supports at a BBQ in August

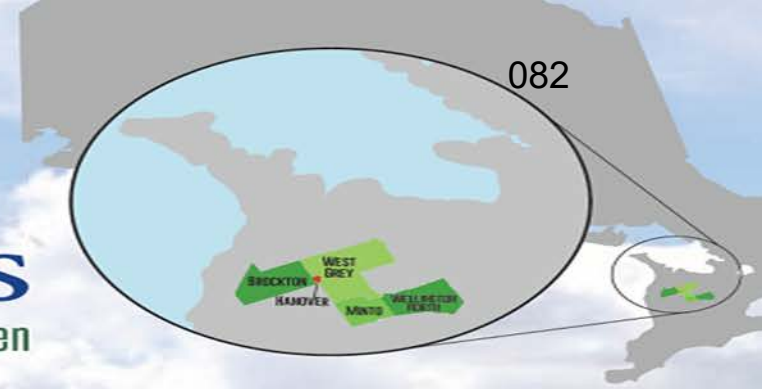




Women

- Saugeen Connects will provide support for women to advance economically by assisting them in their entrepreneurial goals!
- Activities:
- Provide loan like AWE (Advancing Women Economically) and lending circle opportunities
- Provide additional support in the form of tools and resources, as well as networking opportunities





Community Futures Ontario Awards 2019

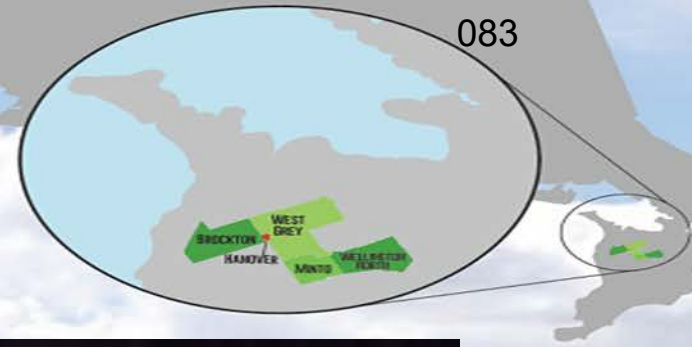
Award of Excellence for Community Economic Development

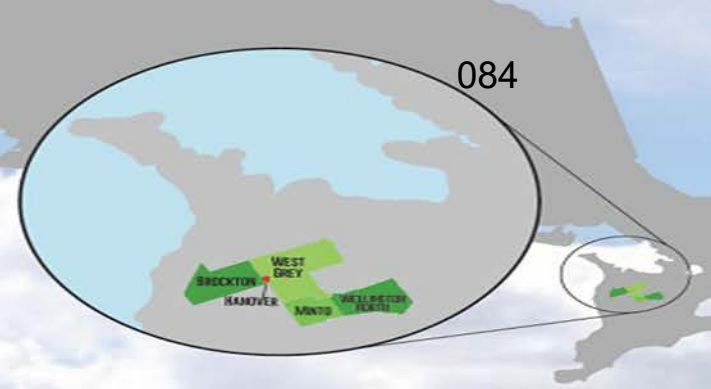




Saugeen Connects

Business | Succession Matching • Immigration • Youth • Women





Thank You For Your Support of Our Award Winning Project

COMING TOGETHER
is the beginning.

KEEPING TOGETHER
is progress.

WORKING TOGETHER
is success.

HENRY FORD

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NUMBER 091-19

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' Map 1 to By-law 66-01 is amended by changing the zoning on lands described as Part Lot 4, Concession 9 (West Luther) with a civic address of 8158-8184 Line 8, as shown on Schedule "A" attached to and forming part of this By-law from:
 - Agricultural (A) to Agricultural Exception (A-2)
 - Agricultural (A) to Agricultural Exception (A-81)

2. THAT Section 33, Exception Zone, is amended by the inclusion of the following new exceptions:

33-81 Part of Lot 4, Con 9 8158-8184 Line 8, West Luther (Deer-Run Farms Inc.)	A-81	Notwithstanding Section 8.5.2.2 or any other section of this by-law, the minimum lot frontage is 30 m (98.4 ft).
---	-------------	--

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 9TH DAY OF SEPTEMBER 2019.

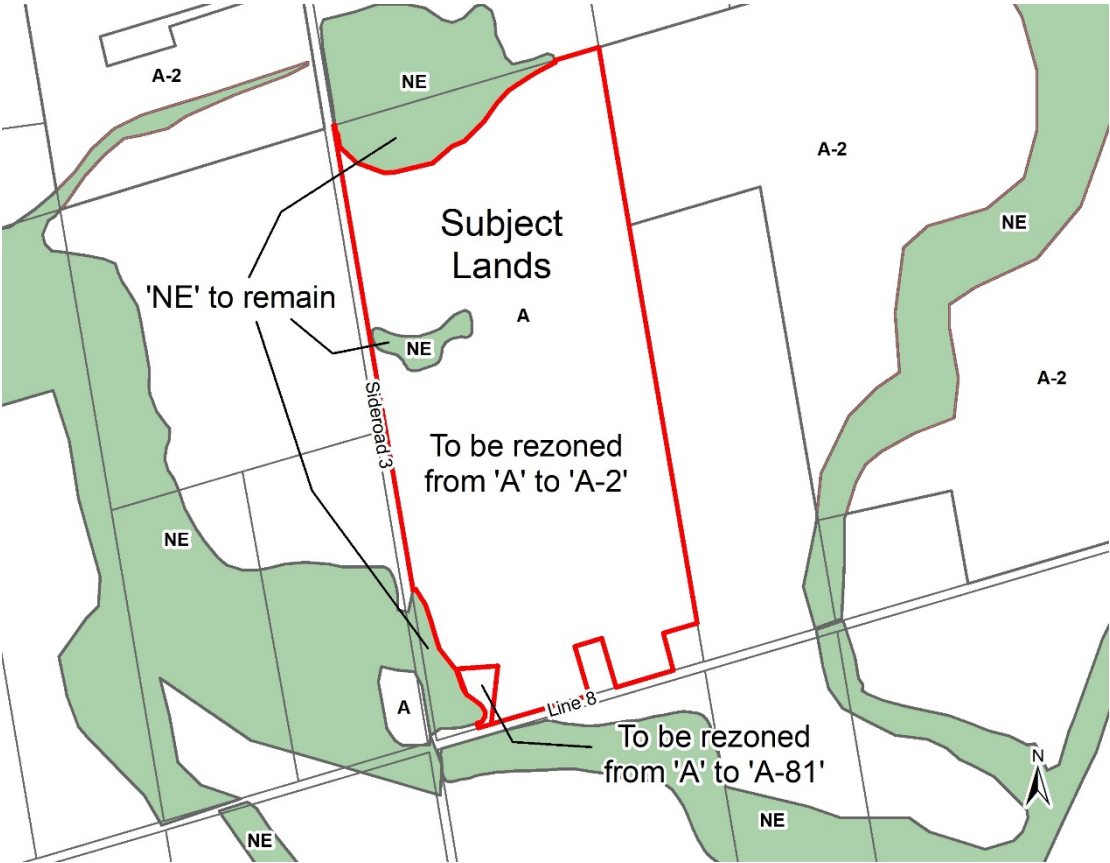
ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NUMBER 091-19

SCHEDULE "A"



This is Schedule A to By-law 091-19
Passed this 7th day of October 2019

MAYOR

CLERK

EXPLANATORY NOTE

BY-LAW NUMBER 091-19

THE LOCATION OF THE SUBJECT LANDS

The subject property is legally described as Part Lot 4, Concession 9 (West Luther) with a civic address of 8158-8184 Line 8. The lands subject to the amendment is 79.88 ha (197.4 ac) in size and are currently zoned Agriculture (A) and Natural Environment (NE).

THE PURPOSE AND EFFECT of the application is to rezone the subject lands to restrict future residential development on the retained agricultural lot and permit a reduced lot frontage on the severed lands. This rezoning is a condition of severance application B117/18, that was granted provisional approval by the Wellington County Land Division Committee. The consent will sever the existing dwelling from the agricultural parcel under the surplus farm dwelling policies.

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
MEETING MINUTES OF COUNCIL
SEPTEMBER 23, 2019 @ 7:00 P.M.
CLOSED MEETING SESSION @ 6:30 P.M.
MUNICIPAL OFFICE COUNCIL CHAMBERS, KENILWORTH**

Members Present:

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

Staff Present:

**Chief Administrative Officer: Michael Givens
Director of Legislative Services/Clerk: Karren Wallace
Deputy Clerk: Catherine Conrad
Director of Finance: Adam McNabb
Director of Operations: Matthew Aston
Economic Development Officer: Dale Small
Community Recreation Coordinator: Mandy Jones
Chief Building Official: Darren Jones (closed session)
Human Resource Manager: Chanda Riggi (closed session)**

CALLING TO ORDER - Mayor Lennox

ADOPTION OF THE AGENDA

RESOLUTION: 2019-264

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT the Agenda for the September 23, 2019 Regular Meeting of Council be accepted and passed.

CARRIED

DISCLOSURE OF PECUNIARY INTEREST – none declared**CLOSED MEETING SESSION**

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

- (c) a proposed or pending acquisition or disposition of land by the municipality or local board;
- (b) personal matters about an identifiable individual, including municipal or local board employees
- (d) labour relations or employee negotiations

RESOLUTION: 2019-265

Moved: Councillor Yake

Seconded: Councillor Hern

THAT the Council of the Corporation of the Township of Wellington North go into a meeting at 6:31 pm that is closed to the public under subsection 239 of the Municipal Act, 2001, specifically:

- (c) a proposed or pending acquisition or disposition of land by the municipality or local board;
- (b) personal matters about an identifiable individual, including municipal or local board employees;
- (d) labour relations or employee negotiations

CARRIED

1. REPORTS

- a) Report EDO 2019-024 Industrial Land Sale
- b) Report EDO 2019-025 Municipal Land Sale
- c) CBO Verbal Report Light Intrusion
- d) Report HR 2019-004 Labour Negotiations

2. REVIEW OF CLOSED SESSION MINUTES

- September 9, 2019 – Council meeting

3. RISE AND REPORT FROM CLOSED MEETING SESSION

RESOLUTION: 2019-266

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North rise from a closed meeting session at 7:22 pm.

CARRIED

RESOLUTION: 2019-267

Moved: Councillor Yake

Seconded: Councillor Hern

THAT the Council of the Township of Wellington North receive Report EDO 2019-024 being a report on potential sale of land Part of Division 3, Lot 32 Concession 1 (Normanby) Part 2 of Plan 61R-10178, 219 Industrial Drive, Mount Forest;

AND FURTHER THAT The Council of the Corporation of the Township of Wellington North direct staff to work with the interested party to finalize an Agreement of Purchase and Sale for the above .98-acre parcel of land, at a cost of \$25,000/acre.

AND FURTHER THAT The Mayor and the Clerk of the corporation are hereby authorized and directed to take such action and authorize such documents as in the municipal solicitor's opinion are necessary or advisable to carry out the terms of the said agreement.

CARRIED

RESOLUTION: 2019-268

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North receive Report EDO 2019-025 being a report on a Municipal Land Sale;

AND FURTHER THAT the confidential direction to staff be approved.

CARRIED

RESOLUTION: 2019-269

Moved: Councillor Hern

Seconded: Councillor Yake

THAT the Council of the Township of Wellington North receive for information CBO Verbal Report being a report on Light Intrusion Complaint 541 Oakview Crescent, Mount Forest.

CARRIED

RESOLUTION: 2019-270

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT the Council of the Township of Wellington North receive for information Report HR 2019-004 being a report on Union Negotiation Update CUPE Local 255.11.

CARRIED

RESOLUTION: 2019-271

Moved: Councillor Yake

Seconded: Councillor Hern

THAT the Council of the Corporation of Township of Wellington North approve the Closed Meeting Minutes of the September 9, 2019 –Council meeting

CARRIED

O ' CANADA

ADOPTION OF MINUTES OF COUNCIL AND PUBLIC MEETING

- Public Meeting, September 9, 2019
- Regular Meeting of Council, September 9, 2019

RESOLUTION: 2019-272

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT the minutes of the Public Meeting and the Regular Meeting of Council held on September 9, 2019 be adopted as circulated.

CARRIED

BUSINESS ARISING FROM PREVIOUS MEETINGS OF COUNCIL

IDENTIFICATION OF ITEMS REQUIRING SEPARATE DISCUSSION

3b, 4a, 4b, 4d

ADOPTION OF ALL ITEMS NOT REQUIRING SEPARATE DISCUSSION

RESOLUTION: 2019-273

Moved: Councillor Hern

Seconded: Councillor Burke

THAT all items listed under Items for Consideration on the September 23, 2019 Council agenda, with the exception of those items identified for separate discussion, be approved and the recommendations therein be adopted.

THAT Council of the Corporation of Township of Wellington North receive Wellington North Fire Service Communiqué #70, August 2019.

THAT the Council of the Corporation of Township of Wellington North receive Report CBO 2019-15 being the Building Permit Review for the period ending August 31, 2019.

THAT the Council of the Corporation of Township of Wellington North receive the Cheque Distribution Report dated September 16, 2019.

THAT Council of The Corporation of the Township of Wellington North receive Report OPS 2019-018 being a report on the addition of no parking provisions on a portion of North Water Street;

AND FURTHER THAT the Mayor and Clerk be authorized to execute the by-law to amend By-law 5000-05.

THAT the Council of the Corporation of Township of Wellington North receive correspondence from Steve Clark, Minister of Municipal Affairs and Housing, regarding the More Homes, More Choice Act, 2019.

CARRIED

CONSIDERATION OF ITEMS IDENTIFIED FOR SEPARATE DISCUSSION AND ADOPTION

RESOLUTION: 2019-274

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT Council receive for information Report TR2019-014 being an Update on the Sublease Tenancy occupying 110 Charles St. Arthur;

AND THAT the Mayor and the Chief Administrative Officer are hereby authorized and directed to take such action and authorize such documents necessary or advisable.

CARRIED

RESOLUTION: 2019-275

Moved: Councillor McCabe

Seconded: Councillor Hern

THAT the Council of the Township of Wellington North receive Report OPS 2019-016 being a report on Landfill Leachate Treatment;

AND FURTHER THAT Council agree, in principle, with the Township's Mount Forest Wastewater Treatment Plant (WWTP) receiving and treating landfill leachate originating from the County's Riverstown Landfill;

AND FURTHER THAT Council direct staff to conduct a detailed feasibility assessment of the Mount Forest WWTP receiving and treating landfill leachate from the County's Riverstown Landfill, in partnership with Wellington County and at zero cost to the Township's water-sewer rate payers;

AND FURTHER THAT Council direct staff to enter an agreement with Wellington County for a detailed engineered feasibility assessment;

AND FURTHER THAT Council direct staff to participate, on behalf of the Township, in the engineered feasibility assessment;

AND FURTHER THAT Council direct staff to bring a report on the results of the engineered feasibility assessment back to a future meeting of Council.

CARRIED

RESOLUTION: 2019-276

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT the Council of the Township of Wellington North receive Report OPS 2019-017 being a report on the award of the Township's 2019 tractor tender;

AND FURTHER THAT Council direct staff to fund the difference between the \$55,000 budget and the \$63,927 plus applicable taxes from the Capital Equipment Reserve Fund;

AND FURTHER THAT Council award the Township's 2019 tractor tender to Premier Equipment at a tender price of \$63,927 plus applicable taxes.

CARRIED

RESOLUTION: 2019-277

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT Council of The Corporation of the Township of Wellington North receive Report RAC 2019-016 being a report on Recreation software;

AND FURTHER THAT the Mayor and Clerk be authorized to sign the By-law to enter into a five (5) year contract with PerfectMind.

CARRIED

NOTICE OF MOTION

- No notice of motion tabled

COMMUNITY GROUP MEETING PROGRAM REPORT

Councillor McCabe stated that Dr. Paul Jones is now practicing in Arthur. On Tuesday, September 17 the Grey Sauble and Saugeen Conservation Authorities met to discuss sharing a Chief Administrative Officer.

Councillor Yake announced that the Lyon's Blacksmith Shop has been nominated for a Heritage Award, winner to be announced in Toronto on October 3. The Blacksmith Shop will be open for Culture Days Saturday, September 28.

Councillor Burke commented that on Monday, September 16 the 100 Women Who Care Rural Wellington met in Arthur and selected "The Raw Carrot" as the charity to receive over \$10,000.

Councillor Hern announced that Mapleton's Heidi Frey was crowned as the 2019/2020 Ontario Queen of the Furrow at the International Plowing Match last week.

Mayor Lennox stated that he has heard many positive and supportive comments regarding the proposed development in downtown Arthur.

BY-LAWS

- a. By-law Number 080-19 being a by-law to amend By-law 106-18 being a by-law to establish the fees and charges for various services provided by the municipality
- b. By-law Number 081-19 being a by-law to amend By-law 082-18 being a by-law to appoint members to the Property Standards Committee for The Township of Wellington North
- c. By-law Number 082 being a by-law to authorize the sale of real property being Pt. Lot 32, Concession 1, Division 3 Normanby shown as Part 1 on 61R-10178 and Part 1 on 61R10813, Wellington North (Hartshorn)
- d. By-law Number 083-19 being a by-law to amend By-law Number 5000-05, a by-law to regulate the parking or stopping of vehicles on highways, public parking lots and in some instances, private property within the Township of Wellington North

RESOLUTION: 2019-278

Moved: Councillor Hern

Seconded: Councillor McCabe

By-law Number 081-19 being a by-law to amend By-law 082-18 being a by-law to appoint members to the Property Standards Committee for The Township of Wellington North be deferred.

CARRIED

RESOLUTION: 2019-279

Moved: Councillor Yake

Seconded: Councillor Burke

THAT By-law Numbers 080-19, 082-19 and 083-19 be read a First, Second and Third time and enacted.

CARRIED

CONFIRMING BY-LAW NUMBER 085-19

RESOLUTION: 2019-280

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT By-law Number 084-19 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 September 23, 2019 be read a First, Second and Third time and enacted.

CARRIED

ADJOURNMENT

RESOLUTION: 2019-281

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT the Regular Council meeting of September 23, 2019 be adjourned at 7:56 pm.

CARRIED

CLERK

MAYOR



COUNTY OF WELLINGTON

COMMITTEE REPORT

To: Chair and Members of the Planning Committee
From: Sarah Wilhelm, Manager of Policy Planning
Date: Thursday, September 12, 2019
Subject: **2019 Provincial Policy Statement Review**

1.0 Background

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

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

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

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

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

2.0 Key Changes to the Provincial Policy Statement

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

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

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

Agriculture

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

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

Mineral Aggregates

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

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

Indigenous Consultation

New requirement for planning authorities to:

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

Extension of Planning Horizon

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

Housing

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

Servicing Hierarchy and Private Communal Services

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

Land Use Compatibility

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

3.0 Comments

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

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

Recommendation

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Sarah Wilhelm', with a long horizontal flourish extending to the right.

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



WELLINGTON NORTH

SEMPER PORRO

Staff Report

To: Mayor and Members of Council Meeting of October 7, 2019

From: Tammy Pringle, Development Clerk

Subject: **DC2019-004, MOUNT FOREST DEVELOPMENTS INC.
DRAFT PLAN OF SUBDIVISION AGREEMENT, PART OF PARK LOT 1
SOUTH OF DURHAM ST AND EAST OF MAIN ST, MOUNT FOREST**

RECOMMENDATION

THAT Council of the Township of Wellington North receive Report DC 2019-004 being a report on Mount Forest Developments Inc. Draft Subdivision Agreement – Part of Park Lot 1 South of Durham St and East of Main St, Mount Forest;

AND FURTHER THAT the Corporation enter into a Subdivision Agreement with Mount Forest Developments Inc. in the form, or substantially the same form as the draft Agreement;

AND FURTHER THAT the Mayor and the Clerk of the Corporation be authorized and directed to sign a By-law to enter into the Agreement on behalf of the Corporation;

AND FURTHER THAT the Township portion of servicing costs be funded from the Capital Infrastructure Reinvestment Reserve Fund.

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

None

BACKGROUND

Mount Forest Developments Inc. is the owner of the land located at Part of Park Lot 1 South of Durham St and East of Main St in Mount Forest. The Owner has applied for Subdivision Approval from the Township for a 15 Lot Subdivision in an R2 Residential Zone with 15 Semi-Detached Units (30 Houses). This project will include installation of services, grading and erosion control, sanitary drainage, storm water drainage, street lighting and landscaping.

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

FINANCIAL CONSIDERATIONS

Township portion of costs associated with servicing this development has been estimated at \$110,903.24. This development was identified in the 2019 Township Capital Budget, but no Capital ask was identified as no figures were available at the time. The township portion of costs will be funded via the Capital Infrastructure Reinvestment Reserve Fund. (Estimate Reserve Fund balance - \$963,485)

ATTACHMENTS

None

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>



Staff Report

To: Mayor and Members of Council Meeting of October 7, 2019

From: Tammy Pringle, Development Clerk

Subject: **DC2019-006, 209 MOUNT FOREST INC. – DRAFT SITE PLAN AGREEMENT
209 MAIN STREET NORTH, MOUNT FOREST**

RECOMMENDATION

THAT Council of the Township of Wellington North receive Report DC 2019-006 being a report on 209 Mount Forest Inc., Draft Site Plan Agreement – 209 Main Street North, Mount Forest;

AND FURTHER THAT the Corporation enter into a Site Plan Agreement with 209 Mount Forest Inc. in the form, or substantially the same form as the draft Agreement;

AND FURTHER THAT the Mayor and the Clerk of the Corporation be authorized and directed to sign a By-law to enter into the Agreement on behalf of the Corporation;

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

None

BACKGROUND

209 Mount Forest Inc. is the owner of the land located at 209 Main Street North, Mount Forest (PT LOT 5 W/S MAIN ST PL TOWN OF MOUNT FOREST MOUNT FOREST; PT LT 6 W/S MAIN ST PL TOWN OF MOUNT FOREST MOUNT FOREST AS IN RON97023; WELLINGTON NORTH). The Owner has applied for Site Plan Approval from the Township to redevelop the existing gas station and renovate the existing building into a take-out restaurant, at this location. This project will include installation of services, grading and erosion control, stormwater management and landscaping.

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

FINANCIAL CONSIDERATIONS

None.

ATTACHMENTS

None

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



Staff Report

To: Mayor and Members of Council Meeting of October 7, 2019

From: Tammy Pringle, Development Clerk

Subject: **DC2019-007, MAPLE RIDGE ESTATES INC.,
MAPLE RIDGE ESTATES – DRAFT PLAN OF SUBDIVISION AGREEMENT
PART LOT 20, DIVISION 3 & 4 WOSR
GEOGRAPHIC TOWNSHIP OF ARTHUR, KENILWORTH**

RECOMMENDATION

THAT Council of the Township of Wellington North receive Report DC 2019-007 being a report on Maple Ridge Estates Draft Plan of Subdivision Agreement – Sideroad 7 West, Kenilworth (Part Lot 20, Division 3 & 4 WOSR, Geographic Township of Arthur).

AND FURTHER THAT the Corporation enter into a Subdivision Agreement with Maple Ridge Estates Inc., in the form, or substantially the same form as the draft Agreement;

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

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

None

BACKGROUND

Maple Ridge Estates Inc. is the owner of the land located at Part Lot 20, Division 3 & 4 WOSR, Geographic Township of Arthur, Kenilworth. The Owner has applied for Subdivision Approval from the Township for a 19 Lot Rural Subdivision Zoned R1A-93. This project will include installation of services, site grading, erosion and sediment control, drainage, storm water management, street lighting and landscaping.

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

FINANCIAL CONSIDERATIONS

Not applicable.

ATTACHMENTS

None

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

General Membership Meeting #7-19

July 17, 2019

- Member's Present:** David Turton, Roger Watt, Deb Shewfelt, Matt Duncan, Alison Lobb, Ed McGugan, Kevin Freiburger, Anita van Hittersum, Megan Gibson, Cheryl Matheson
- Absent With Regrets:** Zoey Onn
- Staff Present:** Phil Beard, General Manager/Secretary-Treasurer
Geoff King, Stewardship Services Coordinator
Jeff Winzenried, Water Resources Technician
Ben van Dieten, Agricultural Stewardship Technician
- Community Attendees:** Gloria Fisher, Bruce Fisher, Scott Richardson, Jennifer Miltenburg, Francis Hogan, Don Miltenburg, Steve Howard, Kate Procter, Pam Turton, Anita Snobelen, Mike Snobelen

1. Call to Order

Chair Dave Turton called the meeting to order at 6:45 pm and referred attendees to the agenda for the meeting objectives.

2. Declaration of Pecuniary Interest

There were no pecuniary interests at this time.

3. Minutes

The minutes from the Maitland Valley Conservation Authority (MVCA) General Membership Meeting #6-19 held on June 20, 2019 have been circulated for information and approval. The Members agreed with the minutes and the following motion was made.



Motion FA #76-19
Moved by: Alison Lobb

106

Seconded by: Megan Gibson

THAT the minutes from the General Membership meeting #6-19 of June 20, 2019 be approved.

(carried)

4. Business Requiring Direction and Decision

a) Approval of Engineering Firm to Undertake the Wingham and Area Flood Plain Mapping Project:
Report #41-19

Report #41-19 was presented and this motion followed.

Motion FA #77-19
Moved by: Deb Shewfelt

Seconded by: Megan Gibson

That the MVCA enter into an agreement with GeoProcess Research Associates Inc for the completion of the Wingham and Area Floodplain Mapping Study as per the proposal dated July 11, 2019.

(carried)

b) Proposal from the Brussels Leo Club to install new playground equipment at the Brussels Conservation Area: **Report #42-19**

Report #42-19 was presented and this motion followed.

Motion FA #78-19
Moved by: Alison Lobb

Seconded by: Roger Watt

That MVCA supports the Brussels Leo Club's proposal to install new playground equipment at the Brussels Conservation Area.

(carried)

5. Adjournment

The meeting adjourned at 7:00pm with this motion.

Motion FA #79-19
Moved by: Megan Gibson

Seconded by: Ed McGugan

THAT the general membership meeting be adjourned.

(carried)



Dave Turton
Chair



Phil Beard
GM-ST



Corporation of the County of Wellington
Accessibility Advisory Committee
Minutes

September 5, 2019

Aboyne Library

Present: Councillor Mary Lloyd (Chair)
Matthew Bulmer
Nancy Oliver-Hawkrigg
Mark MacKenzie
Bethany Parkinson
Bob Pearson
Irene Van Eenoo

Regrets: Warden Kelly Linton
Councillor Campbell Cork
Nancy Dietrich
Chris Garvey
Susan Farrelly, Director of HR

Staff: Christine Carbone, HR Assistant
Michele Richardson, Assistant Director of HR

1. Call to Order

At 1:30 pm, the Chair called the meeting to order.

2. Declaration of Pecuniary Interest

There were no declarations of pecuniary interest.

3. Committee Member Vacancy

The Committee was advised that we had one application for the position of public member to represent Mapleton Township on the Committee. An interview will be set up shortly.

4. **Audible Crossing Technology**

Key2Access gave us a presentation with regard to their Audible Crossing Technology. This company is working with CNIB and placing a strong focus on corporate and community partnerships as an effective and sustainable way to increase accessibility in the community. Key2Access is a technology company that is working to improve pedestrian accessibility at intersections.

The product that Key2Access is promoting allows pedestrians to request street crossing wirelessly by using the Key2Access mobile app or fob making the experience of navigating intersections safer and easier for people who are visually impaired or have limited mobility. The Key2 Access platform is based around a free mobile app that connects wirelessly to the 'smart receiver' which is installed in the intersections existing infrastructure.

The mobile app makes the experience of navigating intersections safer and easier by giving users:

- A real-time alert on arrival at the intersections so they know exactly where they are standing.
- The ability to remotely select the street they want to cross and make a crossing request without having to find and reach a pole-mounted button.
- Confirmation of the crossing request and a clear, audible signal and countdown when it is safe to cross.
- Information about barriers or hazards at an intersection, such as construction or route closures and guidance on alternate routes.

Intersections without an accessible pedestrian signal can be challenging and dangerous. Even intersections that are outfitted with traditional, hard-wired APS can be challenging to navigate and use.

To better understand how these signals work, watch and/listen to this video:

<https://www.youtube.com/watch?v=b15ytGCpYBE&feature=youtu.be>

- This video is a live intersection in Ottawa. In the video a request is being made to cross Industrial Road at the intersection of Main Street and Industrial Road.

Key2Access is based out of Ottawa. This product can be retrofitted to existing signals and crosswalks. Each one is \$884.00 and you would need four per intersection. They are compatible with intersections that don't have buttons and are hardwired to those that do have existing push buttons.

All projects that have been done so far across the country has included a batch of fobs to be distributed to members of the community that are interested in using them. Once

a project has been installed, the fobs can be purchased for \$102.00 from Key2Access or through CNIB. As for the Key2Access app, they are working directly with CNIB's "Phone It Forward" where the organization collects donated smart phones, refurbishes them and gifts them to their clients with relevant apps such as the K2A app already downloaded.

The device does need a data plan in order for this app to function.

The City of Stratford is currently using Key2Access crossing signals.

Contact information to reach Sophie Aladas about this project is:

Sophie Aladas
Chief Executive Officer
sophie.aladas@key2access.com
(514) 998-7315

KEY2ACCESS Inc.

Moved by: Bob Pearson

Seconded by: Mark MacKenzie

That the Wellington County Joint Accessibility Advisory Committee (AAC) propose that the Key2Access programme become the standard for signaled intersections and crosswalks for County of Wellington member municipalities; and

That staff be directed to investigate participation with the City of Guelph.

Carried

5. Accessible Subpoenas

Matthew Bulmer brought forward the problem of subpoenas not being in an accessible format. Councillor Mary Lloyd will make contact with the Chair of the Police Services Board to discuss this item. Since the meeting it has been confirmed that issues with O.P.P. processes should be directed to the Inspector of the Detachment.

6. Step Painting

We had several municipalities respond to the request to look into having the step facings painted to make them accessible. Will make this request again next spring.

- 7. Communications Page of Wellington Advertiser**
Reported that after speaking to the Manager of Communications, we will be able work to advertise and/or promote accessibility items as needed.
- 8. Wellington County Accessibility Fund Incentive Programme**
Reported that the member municipalities will be able to apply for up to three years' worth of funding for accessible retrofits. This funding is to be used in the third year. Wording to be formalized in the guidelines and the revised guidelines to be presented to Committee before going to Council.
- 9. Wellington County Accessibility Fund Terms of Reference**
Reported to the Committee that the revision to the Accessibility Advisory Committee Terms of Reference Section 8.0 – Quorum for the representation of staff and Council members required to be present is a least one member of County Council and one member of County of Wellington Human Resources staff must be present in order to proceed with the meeting was approved.
- 10. FADM**
Committee requested that we ask the City of Guelph if they have the amendment documentation from their FADM. We would like to compare this to our FADM to see if changes need to be made.
- 11. Reporting Period**
Put call out to member municipalities for their updates to be included in our report for 2019.
- 12. Adjournment**
At 3:00 pm, the Chair adjourned the meeting. Next meeting to be held on December 5, 2019 at 1:30 pm at the Aboyne Library at the call of the Chair.

Councillor Mary Lloyd
Chair
Accessibility Advisory Committee



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JOINT ECONOMIC DEVELOPMENT MEETING MAPLETON, MINTO, WELLINGTON NORTH

Wednesday, September 18, 2019 : Moorefield – Maryborough Community Centre

WELLINGTON NORTH ATTENDEES

Mayor Andy Lennox	Councillor Steve McCabe	Councillor Dan Yake
CAO Mike Givens	EDO Dale Small	Deputy Clerk, Catherine Conrad
HR Manager Chanda Riggi		

OTHER GUESTS/ATTENDEES

Town of Minto Attendees/Guests	7
Township of Mapleton Attendees/Guests	7
Crystal Ellis, Director of Economic Development	County of Wellington
James Vaclavek, Economic Development Officer	County of Wellington
Raymond Soucy, Executive Director	Centre Wellington Community Foundation
Kathie Butcher, Chair, Asset Development Committee	Centre Wellington Community Foundation
Gerry Horst	OMAFRA
Patrick Raftis	Wellington Advertiser

5:00 – 6:00 PM LIGHT DINNER AND NETWORKING

6:00 PM WELCOME AND OPENING REMARKS:

Aly Cripps, Executive Assistant, Mapleton, provided opening remarks and then called upon Mapleton Mayor Greg Davidson who welcomed all attendees to the 15th joint Economic Development Meeting with the Township of Mapleton, Minto and Wellington North.

6:15 PM NW YOUTH INTERN REPORT:

A video prepared by Erin Rafis, Northern Wellington Youth Intern, was viewed. Erin outlined the process used to collect data used to prepare her final report. Her report suggests that there is a need to increase awareness of what is available for youth; focus on youth 16 to 25 years of age; create youth hangout spaces; increase options for recreation and increase opportunities to work, volunteer and build skills.

6:25 PM WELLINGTON COUNTY UPDATE:

- RideWell Launch

James Vaclavek, Economic Development Officer, County of Wellington, is the project lead for Ride Well; a public transit service that uses a rideshare model of operation. James provided background information; explained how the system works; and outlined potential future enhancements such as links to other services and employer services. Ride Well will launch on October 1, 2019.

- Smart Cities Update

Crystal Ellis, Director of Economic Development, County of Wellington, provided an update on the Smart Cities Challenge initiative – Our Food Future, Guelph-Wellington – Canada’s first food smart community. Crystal reviewed the vision and goals of the circular food economy. Goals to be achieved by 2025 include:

1. Increase access to affordable, nutritious food by 50 percent
2. Create 50 new circular businesses and collaborations
3. Increase circular economic revenues by 50 percent by recognizing the value of “waste”

7:00 PM COMMUNITY FOUNDATION UPDATE:

Raymond Soucy, Executive Director, Centre Wellington Community Foundation, provided information about Community Foundations of Canada and the Centre Wellington Community Foundation. There are 191 Community Foundations across Canada. The Centre Wellington Community Foundation is a public, charitable foundation created for and by the people of Centre Wellington. Their mission is to strengthen the Centre Wellington community by helping donors to achieve their giving goals, and by helping local non-profit organizations find resources to support their important work. The Vital Signs 2019 Report Launch will be held on October 1, 2019. Report topics will include belonging, gap between rich and poor, arts and culture, health, housing and environment.

7:15 PM COMMENTS FROM MAYORS OR DESIGNATES

Councillor Ron Elliott, Town of Minto: Councillor Elliott thanked Mapleton for hosting the meeting and commented on strong economic development involving Mayors, Council, staff and community. Councillor Elliott announced that Belinda Wick-Graham is running for the Board of Directors of the Economic Developers Council of Ontario. (EDCO)

Mayor Andy Lennox, Wellington North: Mayor Lennox thanked everyone for their collaboration. Mayor Lennox suggested that the municipalities have more in common than they have differences.

Mayor Greg Davidson, Mapleton: Mayor Davidson thanked the presenters for attending. He commented that it is good for the municipalities to come together and collaborate. Mayor Davidson announced that there have been changes to economic development in Mapleton. He thanked Aly Cripps for her work putting the event together.

7:45 PM CLOSING REMARKS

Aly Cripps thanked everyone for attending and announced that the spring meeting will be held in Wellington North.



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

**WELLINGTON NORTH CULTURAL ROUNDTABLE COMMITTEE MINUTES
THURSDAY, SEPT 19TH, 2019 @ 12:00 PM; COUNCIL CHAMBERS, KENILWORTH**

Committee Members Present:

Gail Donald
Bonny McDougall

Jim Taylor, Chair
Robert Macdonald
Penny Rankin

Committee Members Absent:

Gary Pundsack

Lisa Hern, Councillor
Linda Hruska

Staff Present:

Dale Small, Economic Development Officer

CALLING TO ORDER

Chair Jim Taylor called the meeting to order at 12:05 PM

ADOPTION OF AGENDA

RESOLUTION WNCR 2019-011

Moved by: Bonny McDougall

Seconded by Robert Macdonald

*THAT the Agenda for the Sept 19th, 2019 Wellington North Cultural Roundtable
Committee be accepted and passed.*

CARRIED

DISCLOSURE OF PECUNIARY INTEREST

No Disclosure of Pecuniary Interest.

MINUTES OF PREVIOUS MEETING

- July 11th, 2019 – received by Council July 22nd, 2019

BUSINESS ARISING FROM MINUTES

Dale walked the committee through the Municipal Youth Intern project that took place in Minto, Mapleton and Wellington North over the summer. Erin Raftis just recently completed her report and the committee was encouraged to take a look at the youtube video that was shared at the Northern Wellington Joint Economic Development Meeting on Sept 18th. <https://www.youtube.com/watch?v=ZKcpLZgNpCM>

ITEMS FOR DISCUSSION AND ACTION

1. Jim provided an update on the **Historical Site** project and the partnership that has been established with the Mount Forest Museum & Archives. Next year we will look at establishing the same in Arthur. Jim will also sit down with our co-op student and see if there is some work the co-op student can complete for us.

2. **Cultural Events Funding & Sponsorship:** An application was received from the New Growth Family Centre in Mount Forest. After discussion the following motion was made and approved.

RESOLUTION WNCR 2019-012

Moved by: Bonny McDougall

Seconded by Gail Donald

THAT the Cultural Roundtable Committee approve \$550.00 in funding from the Cultural Events Funding program to support the New Growth Family Centre in expanding their after-school programs to include vocal and instrumental music and creative arts.

CARRIED

3. **Cultural Moment** discussion and agreement on the following schedule:

- Oct (Linda) The Howitzer due to Dale by Sept 30th
- Nov (Gail) Canada's Most Patriotic Village due to Dale by Oct 28th
- Dec (Penny) International Christmas due to Dale by Nov 25th

It was also discussed and agreed that at the next Cultural Roundtable meeting we would brainstorm and finalize the topics and schedule for 2020.

4. Remainder of the meeting was spent on **Wellington North Culture Days**. Jim and Gail updated on the planning of the 20 Years of Amalgamation celebration. Setup will take place in the Council Chambers on Thursday Sept 26th @ 1:00pm. All committee members were encouraged to attend the community BBQ, cake-cutting and celebration that is taking place from 11:00am – 2:00pm.

OTHER BUSINESS

Bonny updated the committee on her work over the summer with our Find-A-Grave project. Over 2,126 records have been updated and photographed.

Robert mentioned the upcoming Arthur Historical Society Bus Trip the first Saturday in October to Floradale as well as the Oct 26th Agriculture Society Toy Show.

Dale mentioned that we would once again be hosting a Live2Lead event in Mount Forest on Thursday November 7th. Any committee member wishing to attend should let Dale know.

NEXT MEETING

- November 21st, 2019

ADJOURNMENT

Recommendation: That the meeting be adjourned at 1:25pm.

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
DOWNTOWN REVITALIZATION ADVISORY COMMITTEE MEETING MINUTES
TUESDAY, SEPTEMBER 24TH, 2019 @ 7:00 PM
ARTHUR COMMUNITY CENTRE – LOWER HALL**

Committee Members Present:

Lisa Hern, Councillor, Chair
Andrew Lennox, Mayor
Paula Coffey
James Coffey
Caroline Paquet
Jacklyn Winter

Committee Members Absent:

Steve McCabe, Councillor
James Craig
Corey Bilton
Tish Green
Steve Kozinets
Jaime McKinnon
John Schmidt
Fran Turnbull
Joe Walsh

Staff Present:

Dale Small, Economic Development Officer
Cathy Conrad, Deputy Clerk
Michael Givens, CAO
Mandy Jones, Community Recreation Coordinator

Others Present:

Jim Klujber, Wellington North Power Inc.
Doris Cassan, Arthur Horticultural Society

CALLING TO ORDER – Councillor Lisa Hern – 7:00 pm

Councillor Hern declared at 7:15 that quorum was not met, and the meeting was adjourned.

Those in attendance discussed with Jim Klujber, Wellington North Power Inc. the conversion of 25 streetlights to LED's in the downtown area. Grey Cobra Head fixtures were purchased to replace the existing fixtures. The Committee had requested that the option of black fixtures be explored by Mr. Klujber. Black Cobra Head fixtures are available at a cost of \$352.84 each, for a total cost of \$8,821.00 and the grey fixtures cost \$274.85 each, with a cost difference is \$77.99 per unit for the black.

Using the black fixtures will result in 25 surplus grey fixtures that would be kept for use elsewhere in the Township. Decorative fixtures are not an option at the present time as they will not fit on the current poles and would require separate poles. The current poles have infrastructure on them and will not be replaced.

Those in attendance shared the following:

- The Committee has spent \$25,564.69 of the \$40,500.00 allocated. There is approximately \$15,000 left for projects. The program runs till March 31, 2020 and those in attendance support the following project expenditures moving forward:
 - \$2,000 for a poppy art installation at the Arthur Cenotaph Park.
 - \$ 500 for an Instagram sign
 - \$2,000 to continue blade signage program
 - \$4,000 for Canada Day street banners
 - \$2,000 for Bubble Art locations on Main Street
 - \$2,000 for Black Cobra Head Light Fixtures
 - \$2,500 for Community Service club signage (location to be determined)
- A lot of positive feedback has been received about the poppy art. Another installation of poppy art is planned for the area by the entrance sign at the north end of Arthur.
- An Instagram sign is being made to use for photo opportunities in front of the welcome sign and poppy art and the south end of Arthur.
- Blade signage financial support will continue, and Jacklyn will send out another reminder to local businesses about the program and how to access it.
- Canada banners are being considered for next year. Samples of some of the designs will be circulated to the committee.
- Speech bubbles and bubble art will be placed in the window of the store beside Village Variety.
- Entryway signage at the north end to separate the Town sign from the service club sign. Alternate locations for the service club sign were discussed.
- An Instagram account has been set up. Someone will need to take over and operate the account. Possibly a co-op student or ambassador. In the interim Mandy has agreed to take it on and provide some updates.
- Dale has discussed with the Chamber of Commerce the creation of a Business Improvement Association (BIA) to enable ongoing funding for downtown revitalization and initiatives. Boundaries will be established within the next couple weeks and notice will be sent out. The goal is to have the BIA in place for January 2020. Those in attendance supported the boundary being the entire length of highway 6 and 109 and would include all commercial units within this boundary.
- Rural Route Magazine will interview Paula, Jim, Lisa and Dale for an article on downtown revitalization and Your Town Rising.
- Myrna Hutchison, #GetInTouchForHutch, contacted members of the Committee regarding a bench for the cenotaph park. Those in attendance supported the bench and Dale will connect with Myrna on next steps.

Dale Small, Economic Development Officer, will recommend to Council:

- Approve installation of 25 black Cobra Head light fixtures in downtown Arthur. The Arthur Downtown Revitalization Committee will pay the cost difference of \$77.99 per unit (\$1,949.75) for the black fixtures vs. Grey Fixtures. This will also increase the cost of the overall Project by \$6,871.25 however we will also have an additional 25 Grey Light Fixtures in our supply that can be used elsewhere.

NEXT MEETING

- November 27th, 2019

- 2) Dale also gave the committee a presentation on the BIA and explained the plan that the Arthur Committee is moving forward with. After much discussion the committee supported the following for the Mount Forest BIA:
- No changes to be made to the current BIA Boundary in Mount Forest
 - A new Board of Governance to be established with the following representation:
 - One member of Council
 - Two Building/Property Owners
 - Two Chamber/Business Owners
 - Two Community/Business representatives
- Dale also asked if Bill Nelson and Councillor Burke would be willing to have their names recommended to sit on the BIA in 2020 and both agreed
- Dale also asked the current Downtown Revitalization Committee members to please contact him if they were interested in sitting on the BIA Board of Governance. The hope is that the remaining members (5) can be made up from existing Downtown Revitalization Committee members.
- 3) The plan will be that the Downtown Revitalization Committee will meet one more time, November 28th, 2019 and then will be disbanded once the new Board of Governance for the BIA is established.

NEXT MEETING

Thursday November 28th, 2019 at 7:00 pm at the Mount Forest & District Sports Complex

ADJOURNMENT

RESOLUTION MFDR 2019-014

Moved by: Karen Rave

Seconded by: Sharon Wenger

THAT the Mount Forest Downtown Revitalization Advisory Committee meeting be adjourned at 8.20 p.m.

– CARRIED

9/30/19

Township of Wellington North
CHEQUE DISTRIBUTION REPORT
Payables Management

Cheque Number		74443 to 74541	
Cheque Number	Cheque Date	Vendor Name	Cheque Amount
74443	9/18/19	ADS Fire Service Pro Inc.	\$8,719.08
74444	9/18/19	ALS Laboratory Group	\$7,079.38
74445	9/18/19	AWF Contractors Limited	\$34,958.81
74446	9/18/19	Barclay Wholesale	\$11.11
74447	9/18/19	Bell Canada Box 1550	\$15.60
74448	9/18/19	Blake, Matlock and Marshal Ltd	\$4,350.50
74449	9/18/19	Bluewater Fire & Security	\$2,976.82
74450	9/18/19	B M Ross and Associates	\$27,352.90
74451	9/18/19	Corporate Express	\$305.32
74452	9/18/19	County of Wellington	\$500.00
74453	9/18/19	DataFix	\$1,751.50
74454	9/18/19	Delta Elevator Co. Ltd.	\$878.83
74455	9/18/19	E Cox Sanitation	\$379.45
74456	9/18/19		\$433.67
74457	9/18/19	Horrigan Overhead Doors 2019	\$1,146.95
74458	9/18/19	Human Response Monitoring Cent	\$271.20
74459	9/18/19	International Trade Specialist	\$623.21
74460	9/18/19	Martins TLC	\$2,526.68
74461	9/18/19	Mount Forest Foodland	\$209.26
74462	9/18/19	MOLOK NORTH AMERICA LTD	\$378.01
74463	9/18/19	Moorefield Excavating Limited	\$440,308.86
74464	9/18/19	Murray Group Limited	\$730.57
74465	9/18/19	North Wellington Co-op Service	\$268.16
74466	9/18/19	Premier Equipment Ltd.	\$165.31
74467	9/18/19	Public Sector Digest Inc.	\$712.70
74468	9/18/19	Reeves Construction Ltd	\$5,552.94
74469	9/18/19		\$257.46
74470	9/18/19		\$56.00
74471	9/18/19	SAAM CUSTOM MACHINE	\$79.10
74472	9/18/19	Sanigear	\$548.73
74473	9/18/19	Shred All Ltd.	\$67.80
74474	9/18/19	Telizon Inc.	\$805.26
74475	9/18/19	Teviotdale Truck Service & Rep	\$107.35
74476	9/18/19	Thorpe, Gregory	\$41.00
74477	9/18/19	Waste Management	\$10.17
74478	9/18/19	Wellington Advertiser	\$242.95
74479	9/18/19	Wightman Telecom Ltd.	\$676.25
74480	9/18/19	Young's Home Hardware Bldg Cen	\$77.57
74481	9/24/19	2574574 Ontario Inc	\$207,517.14
74482	9/24/19	Arthur Dist Chamber Commerce	\$1,100.00

Cheque Number	Cheque Date	Vendor Name	Cheque Amount
74483	9/24/19	Arthur Food Bank	\$500.00
74484	9/24/19	Arthur Home Hardware Building	\$557.32
74485	9/24/19	B & B Custom Crushing	\$2,712.00
74486	9/24/19	Barclay Wholesale	\$198.94
74487	9/24/19	B M Ross and Associates	\$12,060.83
74488	9/24/19	Broadline Equipment Rental Ltd	\$665.20
74489	9/24/19	Canadian Safety Equipment	\$564.72
74490	9/24/19	CARQUEST Arthur Inc.	\$1,154.83
74491	9/24/19	Cedar Signs	\$1,897.86
74492	9/24/19		\$75.00
74493	9/24/19	Clark Bros Contracting	\$34,342.96
74494	9/24/19	Cook School Bus Lines Ltd	\$342.90
74495	9/24/19	County of Wellington	\$22,784.40
74496	9/24/19	DeBoer's Equipment	\$1,543.06
74497	9/24/19	Decker's Tire Service	\$412.45
74498	9/24/19	Dewar Services	\$79.10
74499	9/24/19	Frey Communications	\$9,482.59
74500	9/24/19	Georgian Bay Waterworks Associ	\$25.00
74501	9/24/19		\$75.00
74502	9/24/19		\$32.20
74503	9/24/19	Hydro One Networks Inc.	\$2,381.74
74504	9/24/19	Ideal Supply Inc.	\$470.54
74505	9/24/19	JOB-INC Electric	\$499.46
74506	9/24/19		\$170.92
74507	9/24/19	M & L Supply	\$1,740.20
74508	9/24/19	Manulife Financial	\$27,229.29
74509	9/24/19	Maple Lane Farm Service Inc.	\$255.49
74510	9/24/19		\$281.06
74511	9/24/19	Mount Forest Food Bank/Communi	\$500.00
74512	9/24/19	Moon-Matz Ltd. Consulting Engi	\$440.70
74513	9/24/19	The Municipality of West Grey	\$2,280.00
74514	9/24/19	New Growth Family Centre Inc.	\$550.00
74515	9/24/19	NORTRAX (previously ONTRAC	\$405.57
74516	9/24/19	Officer's Auto Care Inc.	\$91.03
74517	9/24/19	OSIM INC	\$124.30
74518	9/24/19	PepsiCo Beverages Canada	\$705.30
74519	9/24/19	Petty Cash (General)	\$260.85
74520	9/24/19	Premier Equipment Ltd.	\$806.51
74521	9/24/19	Print One	\$124.30
74522	9/24/19	Pryde Truck Service Ltd.	\$4,369.88
74523	9/24/19	Reeves Construction Ltd	\$14,597.31
74524	9/24/19	RESQTECH Systems Inc	\$320.92
74525	9/24/19	Rural Rescue First Aid Trainin	\$830.55
74526	9/24/19	Saugeen Economic Development C	\$300.00
74527	9/24/19		\$1,950.00
74528	9/24/19	Suncor Energy Inc.	\$10,770.08

Cheque Number	Cheque Date	Vendor Name	Cheque Amount
74529	9/24/19	Terryberry	\$675.00
74530	9/24/19	Teviotdale Truck Service & Rep	\$1,416.04
74531	9/24/19	Town of Minto	\$553.76
74532	9/24/19	Trevor Roberts Auto Repair	\$1,138.00
74533	9/24/19	Tri-Mech Inc.	\$267.20
74534	9/24/19	Township of Southgate	\$2,280.00
74535	9/24/19	Twp of Wellington North	\$280.24
74536	9/24/19	Union Gas	\$3,229.88
74537	9/24/19	Viking Cives Ltd	\$33.71
74538	9/24/19	Waste Management	\$1,135.65
74539	9/24/19	Wellington North Power	\$60,418.14
74540	9/24/19	Wellington North Machine	\$273.57
74541	9/24/19	Young's Home Hardware Bldg Cen	\$355.31
		TOTAL:	\$988,212.46



Staff Report

To: Mayor and Members of Council Meeting of October 7th, 2019
From: Dale Small,
Economic Development Officer
Subject: EDO 2019-027 Community Improvement Program

RECOMMENDATION

THAT Council of the Corporation of the Township of Wellington North receive the Economic Development Officer report EDO 2019-027 being a report on the Community Improvement Program;

AND FURTHER THAT Council approve the following funding under the Façade Improvement Grant Program:

- \$1,865 grant for the signage improvements to be made at 235 Main Street North in Mount Forest, home to Shoetopia;
- 50% up to a maximum of \$2,500 grant for new signage at 695 Queen Street West in Mount Forest home to J.J. McLellan & Sons

AND FURTHER THAT Council approve the following funding under the Downtown Revitalization Blade Signage Grant Program:

- \$1,686 grant for Blade Signage to Shoetopia in Mount Forest.
- \$1,406 grant for Blade Signage to The Eco Den soon to be open at 149 Main Street North in Mount Forest
- \$ 420 grant for Blade Signage to Youngsters On Main in Mount Forest

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

N/A

BACKGROUND

Since 2012 our Community Improvement Plan (CIP) has enabled the Municipality to provide grants to individuals, businesses, organizations, etc. who are making improvements to their buildings all in an effort to support revitalization and redevelopment activities in our community. In 2019, as part of the efforts of our Downtown Revitalization Committee’s, a new program supporting the installation of Blade Signage has also been initiated.

These programs have proven quite popular, and including these four requests, eighty-two applicants have submitted applications for funding. The total dollar value of the overall improvements made in our Community as a result of these applications is conservatively estimated at \$1.4 million and of this amount 81% has been covered by the applicants with the remaining 19% covered by grants/loans under the CIP or Downtown Revitalization Programs.

Since the last report to council four applications for funding have been finalized bringing the YTD total to twenty-four. All applications are eligible as per our Community Improvement & Downtown Revitalization Committee Guidelines and as required under our program all applications are reviewed by our Community Improvement Program Review Panel (CIPRP). A brief overview of the applications follows:

- Application from Peter Mohr, President of Shoetopia, for new Signage & Blade Signage at 235 Main Street South in Mount Forest. Eligible expenses relate to the removal and replacement of the current signage as well as the design and installation of Blade Signage.
- Application from Jamie McLellan, President of J.J. McLellan & Sons in Mount Forest, to support new signage at their location at 695 Queen street west in Mount Forest.
- Application from Natalie Overholt the owner of The Eco Den, a new business opening November 1st at 149 Main Street North in Mount Forest. Funding request is to support the installation of Blade Signage.
- Application from Kayla Morton the owner of Youngsters on Main in Mount Forest to support the installation of Blade Signage

A copy of the decision matrix, which provides additional information on the proposed improvements as well as related pictures is attached to this report.

The Community Improvement Program review panel recommends council approve all the applications as presented.

FINANCIAL CONSIDERATIONS

In 2019 **\$25,000** in Community Improvement Program funding has been approved in the Economic Development Operating budget and an additional **\$15,000** has been approved from the Wellington County BR+E Implementation Fund.

Additional funding up to \$10,000, to support Blade Signage, has also been approved within our Main Street Revitalization Program.

Including these applications, YTD, council have approved **\$80,623** in funding. Of this amount:

- \$23,168 is not expected to be advanced in 2019 and where appropriate will be included in future years funding. Some of these approvals will also expire and the applicants will need to reapply for funding.
- \$ 8,492 is for Blade Signage & funding will come from the Main Street Revitalization Program
- \$43,963 in grants will be covered from the EDO budget and BR+E Implementation funding
- \$ 5,000 advanced in loans will be repaid over the next five years

ATTACHMENTS

Community Improvement Program: Grant Application Decision Matrix

- | | |
|------------------------|---------------|
| • Shoetopia | Pages 1 – 4 |
| • J.J. McLellan & Sons | Pages 5 – 7 |
| • The Eco Den | Pages 8 – 10 |
| • Youngsters on Main | Pages 11 - 13 |

STRATEGIC PLAN 2019 – 2022

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

Yes

No

N/A

Which priority does this report support?

Modernization and Efficiency

Partnerships

Municipal Infrastructure

Alignment and Integration

Prepared By:	Dale Small, Economic Development Officer	<i>Dale Small</i>
Recommended By:	Michael Givens, Chief Administrative Officer	<i>Michael Givens</i>

COMMUNITY IMPROVEMENT PLAN : GRANT APPLICATION DECISION MATRIX

Applicant: Shoetopia

Date Received: August 22nd,2019

Application #: F.I.L.&G. # 62

Amount Requested: \$1,865 Grant & \$1,686 Blade Sign

Date of Community Improvement Plan Review Panel Meeting: October 3rd, 2019

Criteria Number	Criteria	Yes	No	Comments
1	Is the applicant eligible as per the definition outlined in Section 4 of the Community Improvement Plan	X		The applicant is Peter Mohr, President of Shoetopia and is eligible to apply.
2	Is the building or location eligible for funding as per the definition outlined in Section 4 of the Community Improvement Plan	X		Shoetopia is located at 235 Main Street South in Mount Forest which is within the CIPA boundary.
3	Of the seven Financial Incentive Program(s) available which ones are the applicant applying for funding assistance from: <ul style="list-style-type: none"> • Accessibility Grant • Application Fees & Development Charges Grant • Building Conversion/Expansion Grant • Building Improvement Grant • Façade Improvement Loan & Grant Program • Public Art Grant • TIERR Redevelopment Grant Program <p>Is the applicant applying for Blade Signage under the Downtown revitalization Program.</p>	X		Funding is being requested from two programs. \$1,865 from the Façade Improvement Program \$1,686 from the Blade Signage Downtown Revitalization Program.
4	Is the grant, and where appropriate loan, amount being requested within the eligible amounts as defined in Section 4 of the Community Improvement Plan.			TOTAL AMOUNT OF FUNDING REQUESTED \$ 3,551 TOTAL AMOUNT OF FUNDING ELIGIBLE \$ 3,551 TOTAL COST OF OVERALL IMPROVEMENTS \$ 6,015
5	Is the targeted completion date within 6 months from date of approval or is an extension required?	X		Completion is planned for this fall
6	Are all property taxes and any other Municipal Accounts, Building Permit fees, etc. up to date	X		Yes

COMMUNITY IMPROVEMENT PLAN : GRANT APPLICATION DECISION MATRIX

7	Will the goods and services to complete the required work be performed by local businesses/suppliers.	X		Marcc Apparel from Mount Forest will be completing the majority of the work.
8	Has the application been properly completed including: <ul style="list-style-type: none"> • Detailed description of improvements • Estimates and quotes provided • Facade Improvement Checklist • Detailed sketch provided of the proposed change, signage, Public Art or other improvements 	X X X X		Application was properly completed. Picture of the new signage along with the Blade Sign is attached.
9	Are the costs included in the application considered to be eligible costs as outlined in Section 4 of the Community Improvement Plan Provide a description on which eligible expenses are being included.	X X		Eligible expenses relate to the costs for removal and replacement of the current signage as well as installation of new signage and Blade Signage.
10	Other comments from the Review Panel	X		Shoetopia has become a destination location on Main Street Mount Forest and we support this application.
Recommendation	The Community Improvement Review Panel support this application and recommends council approval in the amount of \$.00			
	<i>Darren Jones</i> Darren Jones		<i>Dale Small</i> Dale Small	Sept 3 rd , 2019 Date

COMMUNITY IMPROVEMENT PLAN : GRANT APPLICATION DECISION MATRIX

SAMPLE OF NEW LETTERING TO BE PLACED ON FRONT OF BUILDING AND ELIGIBLE FOR 50% CIP FUNDING



COMMUNITY IMPROVEMENT PLAN : GRANT APPLICATION DECISION MATRIX

SAMPLE OF BLADE SIGNAGE TO BE PLACED ON BUILDING AND ELIGIBLE FOR 75% DOWNTOWN REVITALIZATION FUNDING



COMMUNITY IMPROVEMENT PLAN : GRANT APPLICATION DECISION MATRIX

Applicant: J.J. McLellan & Sons

Date Received: Sept 20, 2019

Application #: F.I.L.&G. # 63

Amount Requested: up to \$2,500.00

Date of Community Improvement Plan Review Panel Meeting: Oct 3rd, 2019

Criteria Number	Criteria	Yes	No	Comments
1	Is the applicant eligible as per the definition outlined in Section 4 of the Community Improvement Plan	X		The applicant, Jamie McLellan is President of 1024049 Investments Ltd which is the owner of J.J. McLellan & Sons Plumbing & Heating.
2	Is the building or location eligible for funding as per the definition outlined in Section 4 of the Community Improvement Plan	X		J.J. McLellan & Sons is located at 695 Queen Street West in Mount Forest which is within the CIPA boundary.
3	Of the seven Financial Incentive Program(s) available which ones are the applicant applying for funding assistance from: <ul style="list-style-type: none"> • Accessibility Grant • Application Fees & Development Charges Grant • Building Conversion/Expansion Grant • Building Improvement Grant • Façade Improvement Loan & Grant Program • Public Art Grant • TIERR Redevelopment Grant Program <p>Is the applicant applying for Blade Signage under the Downtown revitalization Program.</p>	X		The applicant is eligible for up to \$2,500 in funding from the façade Improvement program. Up to \$ 2,500.00 from the Community Improvement Program
4	Is the grant, and where appropriate loan, amount being requested within the eligible amounts as defined in Section 4 of the Community Improvement Plan.			TOTAL AMOUNT OF FUNDING REQUESTED \$ 1,400- \$ 2,500 TOTAL AMOUNT OF FUNDING ELIGIBLE \$ 1,400 – 2,500 TOTAL COST OF OVERALL IMPROVEMENTS \$ \$2,800 - \$5,200
5	Is the targeted completion date within 6 months from date of approval or is an extension required?	X		Work is planned to be completed before year end
6	Are all property taxes and any other Municipal Accounts, Building Permit fees, etc. up to date	X		All municipal accounts are up to date.

COMMUNITY IMPROVEMENT PLAN : GRANT APPLICATION DECISION MATRIX

7	Will the goods and services to complete the required work be performed by local businesses/suppliers.	X		Local business and suppliers have provided the estimates.
8	Has the application been properly completed including: <ul style="list-style-type: none"> • Detailed description of improvements • Estimates and quotes provided • Facade Improvement Checklist • Detailed sketch provided of the proposed change, signage, Public Art or other improvements 	X	X	Application was well completed and includes cost estimates, along with a detailed description and photo of the existing signage. The applicant has not yet finalized exactly what the new signage will look like however is eligible to apply for 50% in funding up to a maximum contribution of \$2,500.
9	Are the costs included in the application considered to be eligible costs as outlined in Section 4 of the Community Improvement Plan Provide a description on which eligible expenses are being included.	X	X	Costs included in the application are eligible for funding. Costs relate to the removal of the old signage and replacement with new signage.
10	Other comments from the Review Panel	X		J.J. McLellan has been in business in our community since 1948 and we support approval of this application.
Recommendation	The Community Improvement Review Panel support this application and recommends council approve 50% funding up to a maximum contribution of \$ 2,500.00 <div style="display: flex; justify-content: space-between;"> <div data-bbox="352 1193 625 1276"> <i>Darren Jones</i> Darren Jones </div> <div data-bbox="1056 1193 1283 1276"> <i>Dale Small</i> Dale Small </div> <div data-bbox="1680 1193 1843 1276"> Oct 3rd, 2019 Date </div> </div>			

COMMUNITY IMPROVEMENT PLAN : GRANT APPLICATION DECISION MATRIX



COMMUNITY IMPROVEMENT PLAN : GRANT APPLICATION DECISION MATRIX

Applicant: Natalie Overholt : The Eco Den

Date Received: Sept. 20th, 2019

Application #: F.I.L.&G. # 64

Amount Requested: \$1,406 Blade Sign

Date of Community Improvement Plan Review Panel Meeting: Oct 3rd, 2019

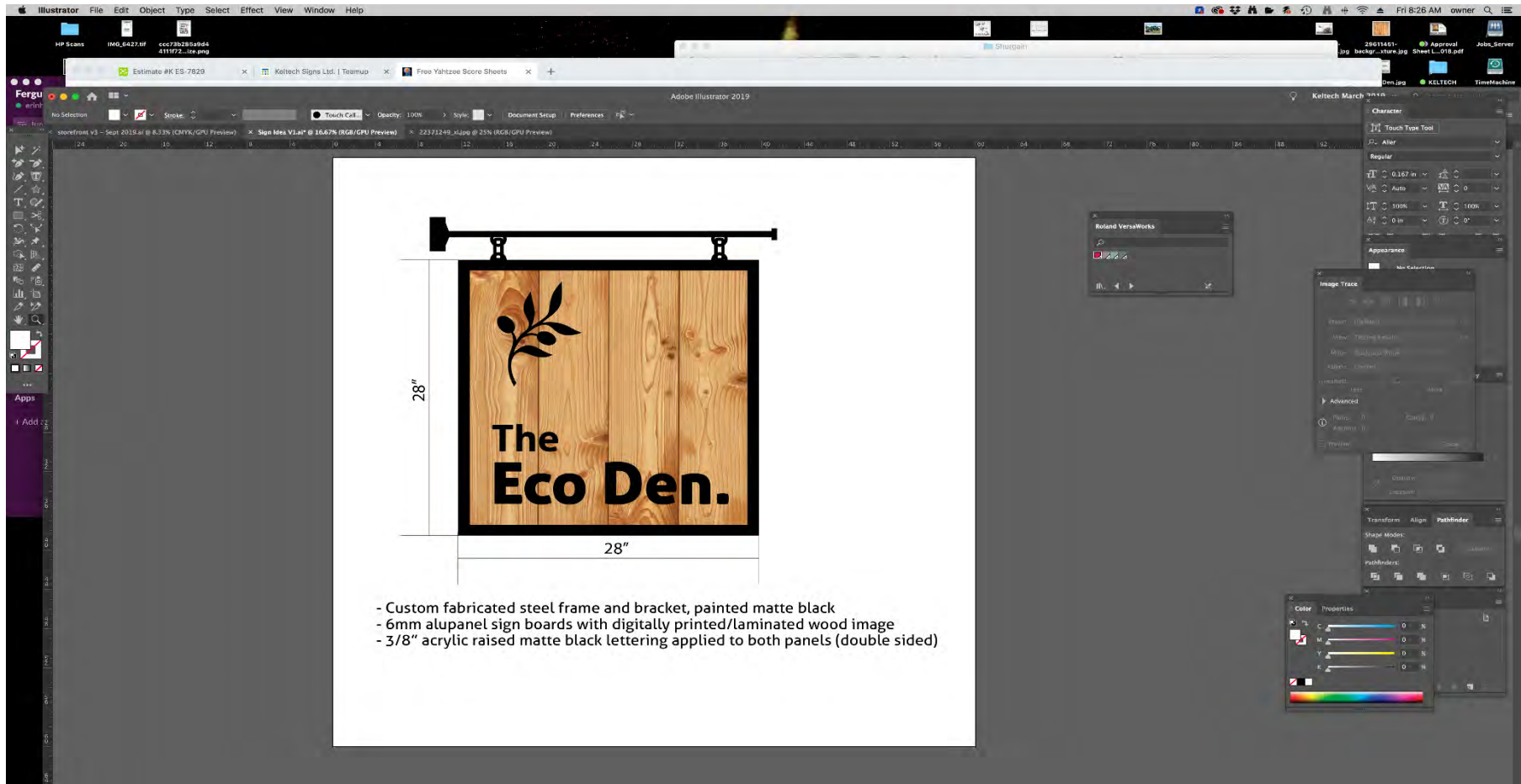
Criteria Number	Criteria	Yes	No	Comments
1	Is the applicant eligible as per the definition outlined in Section 4 of the Community Improvement Plan	X		The applicant, is the owner of a new business going into 149 Main Street North in Mount Forest.
2	Is the building or location eligible for funding as per the definition outlined in Section 4 of the Community Improvement Plan	X		This location, is eligible for CIP and Downtown Revitalization Blade Signage funding.
3	Of the seven Financial Incentive Program(s) available which ones are the applicant applying for funding assistance from: <ul style="list-style-type: none"> • Accessibility Grant • Application Fees & Development Charges Grant • Building Conversion/Expansion Grant • Building Improvement Grant • Façade Improvement Loan & Grant Program • Public Art Grant • TIERR Redevelopment Grant Program <p>Is the applicant applying for Blade Signage under the Downtown revitalization Program.</p>		X	The applicant is not applying for funding from the Community Improvement Program
		X		The applicant is applying for 75% funding under the Downtown Revitalization Blade Signage Program
4	Is the grant, and where appropriate loan, amount being requested within the eligible amounts as defined in Section 4 of the Community Improvement Plan.			TOTAL AMOUNT OF GRANT FUNDING REQUESTED \$1,406 TOTAL AMOUNT OF GRANT FUNDING ELIGIBLE \$1,406 TOTAL COST OF OVERALL IMPROVEMENTS \$1,875
5	Is the targeted completion date within 8 months from date of approval or is an extension required?	X		This new business is scheduled to open November 1 st and the plan is for the sign to be installed prior to opening.
6	Are all property taxes and any other Municipal Accounts, Building Permit fees, etc. up to date	X		All municipal accounts are up to date on this property.

COMMUNITY IMPROVEMENT PLAN : GRANT APPLICATION DECISION MATRIX

7	Will the goods and services to complete the required work be performed by local businesses/suppliers.	X		Keltech signs from Fergus have provided the estimate and cost for installation
8	Has the application been properly completed including: <ul style="list-style-type: none"> • Detailed description of improvements • Estimates and quotes provided • Facade Improvement Checklist • Detailed sketch provided of the proposed change, signage, Public Art or other improvements 	X X N/R X		Application was properly completed and includes an estimate and picture of the proposed sign which is attached to this report.
9	Are the costs included in the application considered to be eligible costs as outlined in Section 4 of the Community Improvement Plan Provide a description on which eligible expenses are being included.	X X		Blade signage is eligible for 75% funding under our Downtown Revitalization Program.
10	Other comments from the Review Panel	X		This exciting new business will be a welcome addition to Main Street Mount Forest and we support the application.
Recommendation	The Community Improvement Review Panel support this application and recommends council approve 75%/\$1,406 in grant funding			
	<i>Darren Jones</i> Darren Jones	<i>Dale Small</i> Dale Small	October 3 rd , 2019 Date	

COMMUNITY IMPROVEMENT PLAN : GRANT APPLICATION DECISION MATRIX

SAMPLE OF BLADE SIGNAGE TO BE PLACED ON BUILDING AND ELIGIBLE FOR 75% DOWNTOWN REVITALIZATION FUNDING



COMMUNITY IMPROVEMENT PLAN : GRANT APPLICATION DECISION MATRIX

Applicant: Kayla Morton (Youngsters on Main)

Date Received: Sept 27, 2019

Application #: F.I.L.G. # 65

Amount Requested: \$420.00

Date of Community Improvement Plan Review Panel Meeting: October 3rd, 2019

Criteria Number	Criteria	Yes	No	Comments
1	Is the applicant eligible as per the definition outlined in Section 4 of the Community Improvement Plan	X		The applicant, Kayla Morton is the owner of the business and is eligible to apply.
2	Is the building or location eligible for funding as per the definition outlined in Section 4 of the Community Improvement Plan	X		281 Main Street South in Mount Forest is the location of Youngsters on Main and is eligible for funding.
3	Of the seven Financial Incentive Program(s) available which ones are the applicant applying for funding assistance from: <ul style="list-style-type: none"> • Accessibility Grant • Application Fees & Development Charges Grant • Building Conversion/Expansion Grant • Building Improvement Grant • Façade Improvement Loan & Grant Program • Public Art Grant • TIERR Redevelopment Grant Program <p>Is the applicant applying for Blade Signage under the Downtown revitalization Program.</p>			The applicant is not applying for funding from the Community Improvement Program The applicant is applying for 75% funding under the Downtown Revitalization Blade Signage Program
4	Is the grant, and where appropriate loan, amount being requested within the eligible amounts as defined in Section 4 of the Community Improvement Plan.			TOTAL AMOUNT OF GRANT FUNDING REQUESTED \$420 TOTAL AMOUNT OF GRANT FUNDING ELIGIBLE \$75%/420 TOTAL COST OF OVERALL IMPROVEMENTS \$562
5	Is the targeted completion date within 8 months from date of approval or is an extension required?	X		Improvements will be made this fall.
6	Are all property taxes and any other Municipal Accounts, Building Permit fees, etc. up to date	X		All municipal accounts are up to date on this property.

COMMUNITY IMPROVEMENT PLAN : GRANT APPLICATION DECISION MATRIX

7	Will the goods and services to complete the required work be performed by local businesses/suppliers.	X		Signmatters from Mount Forest have provided the estimates.
8	Has the application been properly completed including: <ul style="list-style-type: none"> • Detailed description of improvements • Estimates and quotes provided • Façade Improvement Checklist • Detailed sketch provided of the proposed change, signage, Public Art or other improvements 	X X N/R X		Application was properly completed and includes an estimate and picture of the proposed signage and are attached to this report.
9	Are the costs included in the application considered to be eligible costs as outlined in Section 4 of the Community Improvement Plan Provide a description on which eligible expenses are being included.	X X		Costs included in the application are eligible for funding. Costs relate to the production and installation of the banner/blade sign.
10	Other comments from the Review Panel	X		This business has been a great addition to Main Street Mount Forest since opening in 2016 and we support the approval of this application.
Recommendation	The Community Improvement Review Panel support this application and recommends council approve \$281.00 in grant funding			
	<i>Darren Jones</i> Darren Jones	<i>Dale Small</i> Dale Small		October 3 rd 2019 Date

COMMUNITY IMPROVEMENT PLAN : GRANT APPLICATION DECISION MATRIX





Staff Report

To: Mayor and Members of Council Meeting of October 7, 2019
From: Matthew Aston, Director of Operations
Subject: OPS 2019-019 being a report on the Highway 6 & Highway 89 traffic signal controller replacement

RECOMMENDATION

THAT the Council of the Township of Wellington North receive Report OPS 2019-019 being a report on the Highway 6 & Highway 89 traffic signal controller replacement;

AND FURTHER THAT Council direct staff to move \$75,000 from the Capital Infrastructure Reinvestment Reserve Fund to a capital project to fund the replacement of the traffic signal controller at Highway 6 & Highway 89;

AND FURTHER THAT the requirement for a competitive process detailed within the Purchasing and Procurement Policy (Policy #003-18) for the direct purchase of Econolite Canada Equipment for this instance, and in the future, be waived, in order to standardize the Township’s traffic controller signal assets;

AND FURTHER THAT the requirement for a competitive process detailed within the Purchasing and Procurement Policy (Policy #033-18) for the installation work and additional equipment associated with the traffic signal controller project at Highway 6 & Highway 89 be waived.

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

NA

BACKGROUND

Township staff have recently experienced several maintenance related issues with the traffic signal controller at Highway 6 & Highway 89. Job Inc., Township’s signal maintenance service provider, has recommended the replacement of this controller as this asset is at end of life.

Township recently engaged Triton Engineering Services Limited (Triton) to review Job Inc.’s cost proposal as well as the equipment proposed. Triton has reviewed the Job Inc. proposal and agrees with the equipment specified. Triton has recommended the Township direct purchase the equipment from Econolite Canada Equipment, which will save the Township the mark-up, as well as ensure the warranty arrangement is directly between Econolite and Township.

Township staff would like to commence this project as soon as possible because of the delivery time associated with the equipment purchase and the need to get this intersections signalization modernized and functioning well.

FINANCIAL CONSIDERATIONS

Item	Estimate
Equipment	\$60,000
Installation	\$10,000
Engineering	\$5,000
Total	\$75,000

The Township's Capital Infrastructure Reinvestment Reserve Fund has a current balance of \$963,485 and is established to provide for expenditures associated with the rehabilitation or replacement of existing capital infrastructure such as roads, including sidewalks and related infrastructure, and facilities.

ATTACHMENTS

Schedule A – Triton Engineering Services Limited Opinion Letter

STRATEGIC PLAN 2019 – 2022

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

Yes
 No
 N/A

Which priority does this report support?

Modernization and Efficiency
 Partnerships
 Municipal Infrastructure
 Alignment and Integration

Prepared By:	Matthew Aston, Director of Operations
Recommended By:	Michael Givens, Chief Administrative Officer <i>Michael Givens</i>



**TRITON
ENGINEERING
SERVICES
LIMITED**
Consulting Engineers

18 Robb Boulevard, Unit 8
Orangeville
Ontario L9W 3L2
Tel: (519) 941-0330
Fax: (519) 941-1830
e-mail: info@tritoneng.on.ca

ORANGEVILLE • FERGUS • GRAVENHURST

September 18, 2019

Township of Wellington North,
7490 Sideroad 7 West
P.O. Box 125
KENILWORTH, Ontario
N0G 2E0

Attention: Mr. Matthew Aston,
Director of Operations

Re: Traffic Signal Controller
Main and Queen
Mount Forest
Our File: A5528A R13

Dear Mr. Aston:

Further to your recent request, we have investigated the controller and signal operations at the Intersection of Main Street and Queen Street in Mount Forest. We understand that the Township has expended a significant amount on maintenance of these signals, and that there have been issues raised with the signal operations including the audible pedestrian pushbuttons.

Controller and Cabinet

The existing controller and cabinet is the type used by MTO, known as a Model 170 controller and cabinet. This type of unit is typically only used by MTO, and I consider the technology to be somewhat dated. I understand that MTO are not using them exclusively any more.

Most municipalities use controllers which are built to recognized North American NEMA (National Electrical Manufacturers Association) standards. Further, most municipalities have selected one controller manufacturer in order to standardize operations in their municipality, ensure compatibility, and have spare parts available.

Econolite Canada are a well established manufacturer and developer of traffic signal controllers and other traffic equipment. Their controllers are used by the County of Wellington, the Township of Centre Wellington, the Town of Orangeville, the County of Dufferin, and many others. Triton is very familiar with their equipment and find it to be reliable and easy to program. Further, we have received very good technical support from their representatives.

It is our recommendation that the controller and cabinet be replaced with Econolite equipment. We also recommend, similar to the practice of the above noted municipalities, that Wellington North purchase the controller and cabinet directly from Econolite. This establishes a relationship with the manufacturer, and puts the 5 year warranty in the Municipalities name. Wellington North can then retain their maintenance contractor, or another qualified electrical contractor, to install the controller and cabinet. We recommend that the electrical contractor be experienced in traffic signal installations.

I have attached a specification for equipment for this intersection. We have included in the material specification an Uninterruptible Power Supply (UPS). This is a battery backup that allows the signals to continue to operate for a few hours in the event of a power interruption. This is a safety enhancement and can free up police services for other duties in the case of a power outage at an important intersection.

Traffic Detection

The traffic detection at the intersection should also be updated. Traffic detection (traditionally traffic loops in the pavement) is used to detect traffic on the side road and in left turn lanes when advance green phases are in use. The main road keeps the green signal until traffic is detected on the side road, which then causes the controller to change to green for the side road (after a minimum green time has been provided for the main road). A key additional function of detection is the use of minimum and maximum green times, with extensions. In this way, the length of green time allotted to the side road is adjusted each cycle to match the traffic demand.

Traffic actuation loops cut into the pavement are the least expensive type of traffic actuation initially, but are prone to failure due to wear and tear, particularly with frost action. Also, any sort of pavement work, or utility cuts, can damage the loops. When damaged, a full new loop needs to be cut into the pavement. Frequent loop replacement increases the maintenance cost with this type of detection. Faulty loops are often not replaced in a timely manner, which means that intersections operate in a less efficient manner for a considerable period of time in some instances.

A number of alternative detection systems have been developed in recent years, and have been employed by various municipalities. These systems are referred to as non-intrusive as they have no (or minimal) installation in the pavement. These systems include cameras, radar, and "puck" or "pod" detection systems. Each system has inherent benefits, and to some degree their selection is a matter of preference.

The "pod" systems consist of a wireless receiver mounted on the mast arm, and small pods or pucks that are installed in the pavement in a core hole. The pods have long lasting batteries that transmit to the receiver. An advantage is that no line of sight is required, as the communication is wireless. They are not fully non-intrusive systems, as the pods are installed in the pavement, but the pods are easily replaced using a small core hole. Battery life is reportedly seven years.

Camera systems are fully non-intrusive system and can operate well, but can be affected by weather, sun angle, and movement. Their effectiveness can be limited if the pole locations are such that an optimal height and line of sight for installation cannot be achieved. Radar detection units are similar to cameras, but use radar to provide the detection zones. There are a number of different manufacturers and systems, and the field of detection varies somewhat between systems. Compared to cameras, they are reported to be unaffected by weather, light and vibration. However, they are the costliest system to install.

Wellington County have used the pod type of system for a number of years, and have had very good success with the Trafficware product they have used for the past three years. The Township of Centre Wellington is now installing this type of detection.

For compatibility with the County of Wellington and Township of Centre Wellington, we recommend the use of the pod detection system by Trafficware Canada.

Accessible Pedestrian Signals

The Integrated Accessibility Standards under the Accessibility for Ontarians with Disabilities Act (AODA) require the installation of accessible pedestrian signals at new traffic signals. These consist of audible and vibro-tactile push buttons and walk indicators.

Wellington North installed accessible signals a number of years ago. There have been reported problems with operations and durability. Triton is undertaking a review of all the installations and will be providing a separate report.

The existing systems are manufactured by Campbell, and I understand that replacement parts are not available. They were an earlier generation of system and do not appear to have performed well. As intersections are upgraded, they should be replaced with new systems. The system most currently in use by municipalities is the Polara system, which are functioning well and are easy to program. We recommend that a new Polara system be installed as part of this intersection upgrade.

Summary

We recommend that that the traffic signal equipment at Main Street and Queen Street be upgraded with a new Econolite traffic signal controller and cabinet, pod detection system by Trafficware, and Polara Accessible Pedestrian Signals.

We would be pleased to answer any questions.

Yours very truly,

TRITON ENGINEERING SERVICES LIMITED



Howard W. Wray, P. Eng.

cc Paul Ziegler



Staff Report

To: Mayor and Members of Council Meeting of October 7, 2019

From: Matthew Aston, Director of Operations

Subject: OPS 2019-020 being a report on a proposed betterment of a structure on Line 2

RECOMMENDATION

THAT the Council of the Township of Wellington North receive Report OPS 2019-020 being a report on a proposed betterment of a structure on Line 2;

AND FURTHER THAT Council direct staff to move \$50,000 from Federal Gas Tax to a capital project to fund the betterment of a structure on Line 2;

AND FURTHER THAT the requirement for a competitive process detailed within the Purchasing and Procurement Policy (Policy #003-18) for this rehabilitation work be waived.

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

Report OPS 2019-006 being a report on the award of bridge 22 & 2030 replacement projects

BACKGROUND

Township recently awarded the resurfacing of Line 2 between County Road 16 and East / West Luther Townline. During the preparation work for this project, it became known that a structure located within this section of Line 2 has a structural issue which requires reinforcement (struts) in order to prevent further deterioration. Township staff engaged BM Ross to review the issue, to ensure immediate public safety was not a concern, and prepare drawings to detail the rehabilitation need.

Reeves Construction Limited (Reeves) has provided a quote for the work, which involves installing concrete struts within the structure, and BM Ross has provided an opinion that the Reeves quote seems reasonable for the scope of work. Reeves has also confirmed this work can be completed during the fall of 2019.

Township staff wanted to bring this forward to Council for consideration, ahead of the 2020 budget, given the need, the opportunity to have the work completed this fall and the availability of Federal Gas Tax dollars.

FINANCIAL CONSIDERATIONS

After a competitive tendering process, the approved capital projects for Structure 2030 and Structure 2 came in under budget, being awarded to Reeves Construction Limited. These projects were funded by the Federal Gas Tax which means Federal Gas Tax dollars are available to fund this project.

ATTACHMENTS

None

STRATEGIC PLAN 2019 – 2022

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

Yes No N/A

Which priority does this report support?

Modernization and Efficiency Partnerships
 Municipal Infrastructure Alignment and Integration

Prepared By:	Matthew Aston, Director of Operations
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Recommended By:	Michael Givens, Chief Administrative Officer <i>Michael Givens</i>
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WELLINGTON NORTH

SEMPER PORRO

Staff Report

To: Mayor and Members of Council Meeting of October 7, 2019

From: Michael Givens, CAO

Subject: CAO 2019-006 Aggregate Resources Act-Proposed Changes

RECOMMENDATION

THAT Council of the Township of Wellington North receive Report CAO 2019-006 being an update report on the Aggregate Resources Act-Proposed Changes;

AND FURTHER THAT Council directs the CAO to submit feedback to the Ministry consistent with the information provided in this report.

PREVIOUS PERTINENT REPORTS

CAO 2017-022 Report to Council-Aggregate Fees and Royalties

BACKGROUND

On September 20, 2019 the Ministry of Natural Resources and Forestry issued correspondence related to Proposed Changes to the Aggregate Resources Act.

It is evident that this government sees the Aggregate Industry as an economic driver in the province. It was noted at the most recent AMO conference that the two largest aggregate users in the province are the Provincial Government and Municipalities.

There are in excess of 3700 licences for pits and quarries on private land in Ontario. Currently there are 10 licensed pits and a licensed quarry in Wellington North. Assuming full extraction as per approved maximum annual tonnages, close to 2.0 million tonnes of aggregate could be extracted from Wellington North annually.

Based on the Township's past experiences, I would suggest that Council submit the below comments as feedback on the Environmental Registry.

- Aggregate extraction activities should not have a negative impact on municipal assets (i.e. roads, bridges). Each application should be accompanied by a comprehensive Road and Structure Impact Study completed by a licensed engineer, considering impact of increased heavy truck traffic on designated haul routes. Increased capital

requirements identified to ensure road and structure assets are at an appropriate standard to accommodate aggregate operations should be the applicant's responsibility;

- License applications should also require a traffic impact study and noise study at a minimum, with a goal of reducing impact on neighbouring residents and businesses;
- All applications should demonstrate true need;
- Aggregate haul route agreements between the applicant and the applicable road authority(s) should be a requirement of licenses;
- Licenses should be for a limited term to ensure that rehabilitation is completed, and the property returned to previous use (agricultural) as soon as possible. Aggregate activities are treated as a temporary use from a planning perspective. Strict timelines around extraction and rehabilitation activities would assure that;
- Costs of peer reviews associated with aggregate license consideration should be borne by the applicant;
- Ministry needs to implement and oversee a transparent and efficient complaint process related to aggregate operations. They issue the license; they need to be prepared to address complaints and ensure operations are consistent with approved licenses.

FINANCIAL CONSIDERATIONS

There are no financial obligations associated with receiving this report.

Annual amounts received as aggregate fees by the Township-

2017 - \$7,584.52

2018 – \$7,664.29

2019 – \$18,618.28

FEE AND ROYALTY RATES		
	2018 Production	2019 Production
Class A > 20,000 tonnes annually	19.8 cents/tonne or \$689, whichever is greater	20.2 cents/tonne or \$704, whichever is greater
Class B < 20,000 tonnes annually	19.8 cents/tonne or \$344, whichever is greater	19.8 cents/tonne or \$351, whichever is greater

Where do fees go?

Fees collected from licences, wayside permits and aggregate permits will be distributed approximately as follows:

- 3% to the Aggregate Resources Trust for rehabilitation and research
- 61% to the local municipality in which the site is located
- 15% to the upper-tier municipality in which the site is located
- 21% to the Crown (minimum)

Annual adjustment

Fees and royalties will be adjusted annually to account for inflation, in accordance with Regulation 244/97. This adjustment will follow the Ontario Consumer Price Index. The ministry will post the adjusted fees and royalties before January 1st of every year.

ATTACHMENTS

September 20, 2019 correspondence from the Ministry of Natural Resources and Forestry-
Proposed changes to the Aggregate Resources Act

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: Michael Givens, CAO

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



Ministry of Natural Resources and Forestry
Natural Resources Conservation Policy
Branch
Policy Division
300 Water Street
Peterborough, ON K9J 8M5

Ministère des Richesses naturelles et de la Foresterie
Direction des politiques de conservation
des richesses naturelles
Division de élaboration des politiques
300, rue Water
Peterborough (Ontario) K9J 8M5

Subject: Proposed changes to the Aggregate Resources Act

Dear Head of Council and Clerk,

The Ministry of Natural Resources and Forestry recognizes the critical role Ontario's municipalities play in the lives of Ontarians. We value our strong collaborative partnership with municipalities and the associations that represent their interests.

We want to advise you that the Ministry of Natural Resources and Forestry is proceeding with changes to the way aggregates are managed in Ontario and would like to invite municipal input on the changes we are proposing.

We have released an aggregate proposal that aims to cut red tape, create jobs, and promote economic growth within Ontario's aggregate industry — an industry that generates \$1.6 billion in production revenue annually and supports more than 28,000 jobs in aggregate-related sectors.

The proposal draws on feedback from industry, municipalities, Indigenous communities and other stakeholders. It will create opportunities for growth while maintaining a steadfast commitment to protecting the environment and addressing impacts to communities.

A summary of the proposed legislative changes, and instructions for providing feedback, can be found on the Environmental Registry (ERO# 019-0556) at the following link:

<https://ero.ontario.ca/notice/019-0556>

My ministry is also considering some regulatory changes and would appreciate any initial feedback you have on these topics. As a next step, we expect to consult further on specific details related to regulatory proposals at a later date. I look forward to your input on these proposals and potential future changes.

If you have any questions about the proposed changes, please contact Andrew MacDonald, Resource Development Section, at 705-755-1222 or aggregates@ontario.ca.

Kind regards,

Original signed by Ala Boyd

Ala Boyd

A/Director, Natural Resources Conservation Policy Branch

Policy Division, Ministry of Natural Resources and Forestry

300 Water Street, 2 South

Peterborough, ON K9J 3C7

Telephone: 705-755-1241

Facsimilie: 705-755-1971

ala.boyd@ontario.ca



WELLINGTON NORTH
SEMPER PORRO

Staff Report

To: Mayor and Members of Council Meeting of October 7th, 2019
From: Chanda Riggi, Human Resources Manager
Subject: REPORT HR 2019-004 Digital Signatures

RECOMMENDATION

THAT Council of the Township of Wellington North receive for information HR 2019-004 being a report on Digital Signatures;

AND FURTHER THAT the Mayor and Clerk be authorized to sign the By-law to enter into a three-year contract with DocuSign;

AND FURTHER THAT costs associated with the initial three-year term with DocuSign be funded from the Provincial Modernization, Efficiency Grant.

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

CAO 2019-001 – Provincial Modernization, Efficiency Grant

BACKGROUND

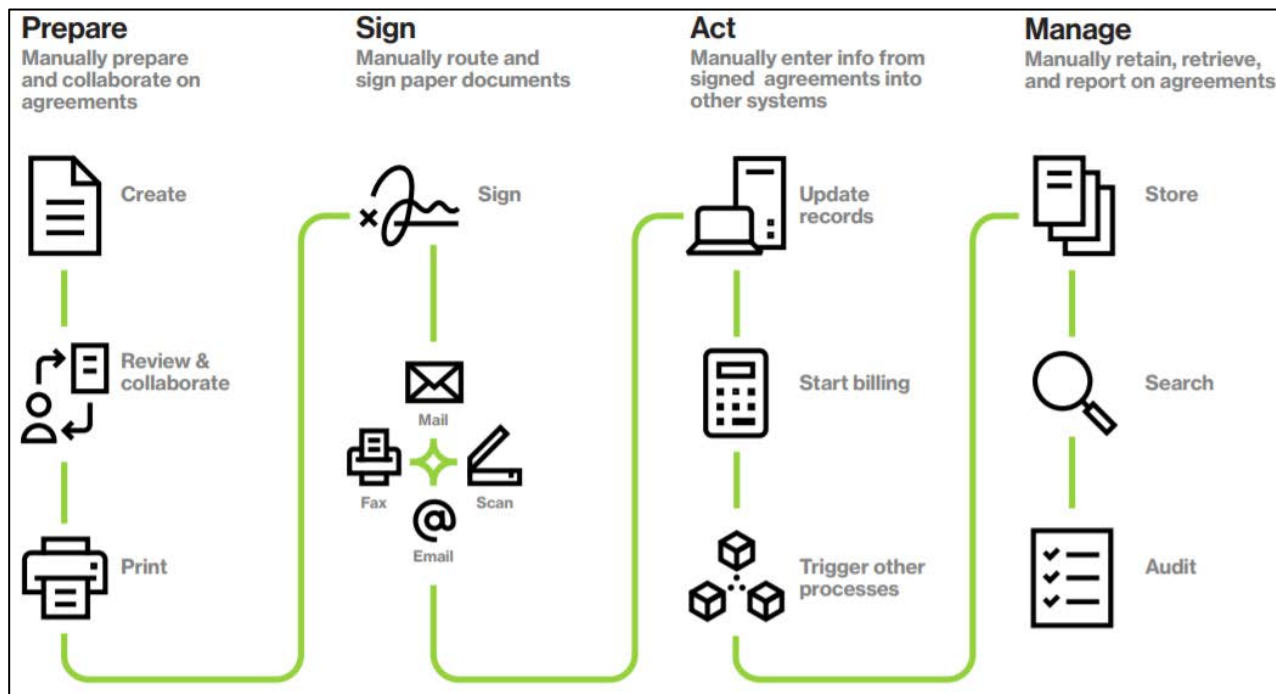
The 2019 – 20220 Corporate Strategic Plan identifies the need to review and implement technological systems and tools to modernize the delivery of services and create internal efficiencies. As a result, staff have identified the use of digital signatures as a means to make administration and operational processes more efficient and accessible for residents. Furthermore, digital signatures can enhance business activities, is environmentally friendly, cost effective and expedites workflow processes for staff.

DIGITAL SIGNATURES - INFORMATION

The Association of Municipalities of Ontario (AMO) supports the use of digital signatures in local government and continues to work with a partner organization in order to raise awareness, provide digital opportunities and has launched several pilot tests to

demonstrate the value of implementing a digital signature process. Pilot tests revealed that municipalities saw immediate process improvements and benefited through time savings and productivity.

Every organization has a system of agreement. System agreements – how written agreements get prepared, signed enacted and managed - are pervasive across every size and type of business and are typically developed through legacy processes within the organization. Many systems of agreements built through legacy are often



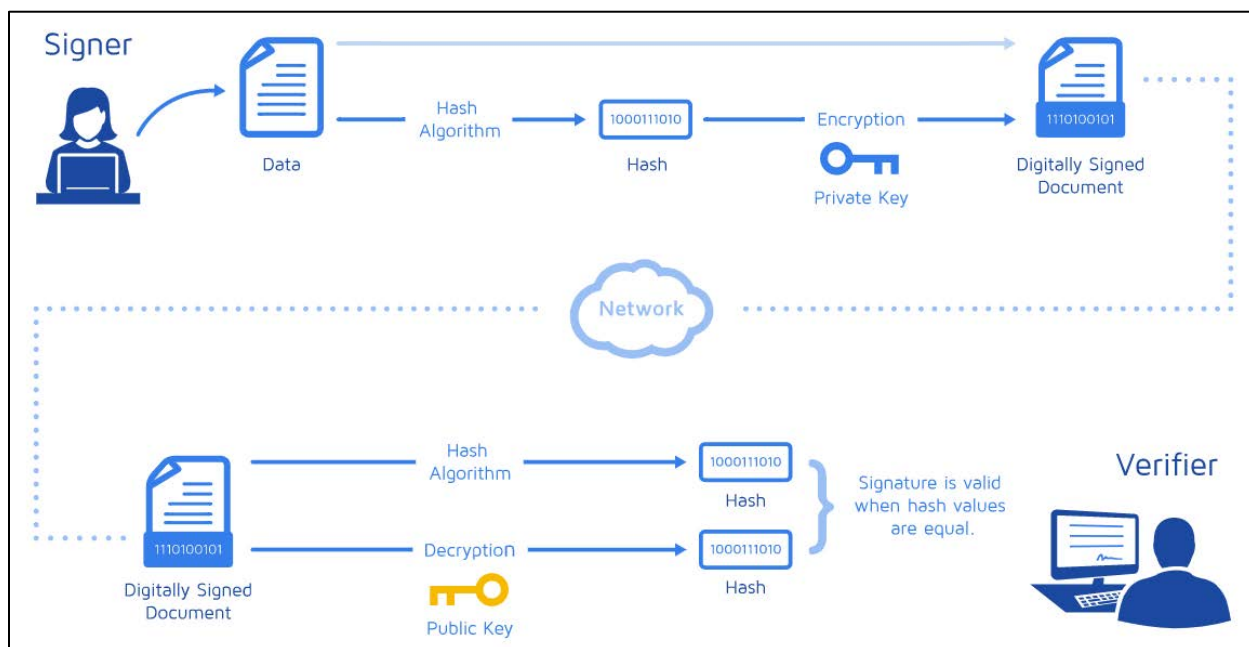
fragmented and rife with manual processes, slow turnaround times and human errors. Furthermore, they are often dependant on the signer/approver to be physically present.

The use of digital signatures enables the Township to deliver “digital to digital” processes that will reduce paper file storage, increase the speed of service delivery and represent a more efficient use of staff time.

What is a digital signature?

Digital signatures are like electronic “fingerprints.” In the form of a coded message, the digital signature securely associates a signer with a document in a recorded transaction.

Digital signatures use a standard, accepted format, called Public Key Infrastructure (PKI), to provide the highest levels of security and universal acceptance. They are a specific signature technology implementation of electronic signature (eSignature). – DocuSign Website



The Figure above demonstrates:

- The **“Hash”**(es) are a way of identifying the current contents of a specific document, and
- The **“Private Key”** is a way of identifying a particular individual (unique information known only to the signer)

When these are **paired together, a “signed” document is produced** that is a solid record of the content of the document at the time it was signed.

The documents **authenticity can be verified** externally using the documents has and a “public key” (information everyone knows).

Changing the content of a document after it has been signed will alter the “hash” value and the document will no longer be verifiable as properly signed.

Legislative authority

Federal:

Subsection 31 (1) and Section 48 of the Personal Information Protection and Electronic Documents Act ("PIPEDA") defines "secure electronic signature" as a digital signature that has the following characteristics:

- is unique to the person signing the document;

- the technology or process used to incorporate, attach or associate the digital signature to an electronic document is under the sole control of the person signing the document;
- the technology or process can be used to identify the person using the technology or process; and
- the digital signature can be linked with an electronic document in such a way that it can be used to determine whether the electronic document has been changed since the digital signature was incorporated in, attached to or associated with the electronic document.

Provincial:

Pursuant to Section 11 of the Electronic Commerce Act, 2000 ("ECA"), a legal requirement that a document be signed is satisfied by an electronic signature provided that:

- the electronic signature is reliable for the purpose of identifying the person;
- the association of the electronic signature with the relevant electronic documents is reliable; and
- the electronic signature meets the prescribed requirements, if any, as to method and the prescribed information technology standards, if any.

DOCUSIGN

DocuSign is a global organization operating in numerous jurisdictions since it was founded in 2003. The organization has won multiple awards and works with over 800 federal, state/provincial and local government agencies.

DocuSign was chosen as our vendor of choice for several reasons:

- satisfies and exceeds legislative requirements noted above;
- seeks consent from signer prior to digitally signing;
- robust security and a formal Enterprise Risk Management program performed on a continuous basis throughout the year that includes risk assessment and risk mitigation such as vulnerability scanning, security testing and penetration testing;
- Certificate of Registration, Information Security Management System ISO/IEC 27001: 2013, Certificate number 1902341-1;
- SOC 1 Type 2, and AT-C 205, SOC 2 Type 2 examined and tested;
- user-friendly with a great user-interface that will assist with user-adoption;
- superior workflows designed to assist signer and administrator;
- superior audit capabilities;
- ability to integrate with hundreds of platforms;
- the ability to create and store custom templates;

- is available on practically any device;
- the ability to apply electronic seals (engineering excluded);
- the ability to conduct a transaction with the signing of a document (optional feature available); and
- the ability to download the document, hand sign and upload the signed document for those that may be uncomfortable with the digital process.

It is our intention to begin using DocuSign in a few key departments (Human Resources, Clerk's department and Building) and then evaluate and expand usage as required.

FINANCIAL CONSIDERATIONS

It is important that the Township of Wellington North move toward electronic business processes as society increasingly demands advancement in technology. As such, the Township anticipates using approximately 905 signed "envelopes" in a one-year period. The numbers below reflect estimates from the respective departments based on data from 2018:

Clerk: 750 (by-laws, minutes cemetery, legal, drainage, burn permits etc.)

Building: 15

HR: 80 (employment contracts, confidentiality agreements, letters, incident reports etc.)

Recreation: 60 (incident reports to parents – day camp)

We have priced usage at 1000 envelopes annually, leaving the Township room for other documents to be utilized through DocuSign as the year progresses.

PRICING

The pricing below is based on a 3-year contract with DocuSign and represents a 40% saving off their list price.

DOCUSIGN THREE YEAR CONTRACT			
Product Name	Quantity	Net Price (3 years)	Annual Cost
DocuSign Business Pro Edition – Envelope Subs.	3,000 envelopes	\$11,448.00	\$3,816
Premier Support	1	\$1,717.20	\$572.40

Grand Total: \$13,165.20 (+ taxes) – 3-year term; *OR* \$4,388.40 (+taxes) per year

Staff anticipates that there will be savings in postage and paper costs as a result of implementing this program.

It is requested that the Provincial Modernization, Efficiency Grant funds be utilized to cover costs of the initial three-year term associated with DocuSign. After the initial term operating budgets will reflect the on-going costs.

ATTACHMENTS

Schedule A – Authorization by-law and DocuSign Agreement on this agenda as By-law 090-19

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

Review and implement evolving technological architecture, systems and tools to modernize the delivery of services and create internal efficiencies.

Prepared By:	Chanda Riggi, HR Manager	<i>Chanda Riggi</i>
Recommended By:	Michael Givens, Chief Administrative Officer	<i>Michael Givens</i>



Fall 2019
2nd Quarter

CRIME 
STOPPERS
GUELPH WELLINGTON
1-800-222-TIPS (8477)

The INFORMANT

CSGW & GUELPH TRANSIT



On July 8th, CSGW unveiled a bus shelter wrap on platform 21, on Macdonell Street at Carden Street in Guelph. On hand were representatives from Guelph Transit, Guelph Police Service, Guelph Fire Service, and the CSGW Board. We are extremely pleased with the design and hope it will grab the attention and encourage citizens to come forth with information.

GUELPH POLICE SERVICE

Thank you to the Guelph Police Service for their support, by incorporating the Crime Stoppers decal on all their new cruisers. The decal is white with a reflective background and has the CSGW logo, 1-800 phone # and website.

OPP FAMILY DAY

CSGW participated in the 14th OPP Family Day held in Palmerston on September 2nd. Thank you to everyone who came out. A great day had by all.

PRESENTATIONS

Invite us to your meeting, classroom, or place of work to educate on how Crime Stoppers can help you! We provide a background on the program, explain how it works and answer all of your questions.

In addition, we have a separate presentation that specifically targets Human Trafficking. Not only will it provide education on the crime and how prevalent it is in our community, but how you can be aware of the signs and how you can help.

We also offer a program entitled **EPACT** which stands for Educate Parents And Children Together. These presentations are offered during the school year and have started up again for September. Adults and youth can learn about online threats, human trafficking, and how CSGW can put an end to these crimes, with your help.

Book your fall presentation at info@csgw.tips.

WELCOME NEW MEMBERS

CSGW is pleased to announce four new members who have joined the Board of Directors. Beth Burns from Guelph, Christine Jehlicka also from Guelph, Rozanne Ball from Mount Forest and Brian McNally from Moorefield.

For information on how you can become a member - visit www.csgw.tips

PROGRAM STATISTICS

Since inception from 1988 through August 2019

Total # of Tips	20,959
Arrests	1,554
Charges Laid	4,318
Narcotics Seized	\$27,313,817
Property Recovered	\$10,203,746
Authorized Rewards	\$170,140

EVENTS

MOUNT FOREST SHREDDING EVENT

If you missed our event in Guelph ... don't dismay, CSGW is holding a second event in Mount Forest!

SATURDAY OCTOBER 26th - 9am - 12noon
Wellington North Fire Service located at 381 Main Street,N.

\$5 per banker's box size - drive-thru operation - paper only

Shredded on site by **Wasteco**.

Sponsored by **the co-operators-Robert J. Cottel & Associates/Desjardins-Deryck West Agent in Mount Forest**



PAST GUELPH SHREDDING EVENT

Our 9th annual community shredding event was a HUGE SUCCESS in the City of Guelph!

It took place on Sat Sept 14th, and for the first time was held on the property of Skyjack, at 201 Woodlawn Road West. We had to source a new location this year as our past host was no longer available. For this we are very grateful to **Skyjack** for allowing us to hold it on their property!

Mobile secure shredding service was provided by **Wasteco** and we THANK them for their support!

For 9 years running CSGW has not increased the price of \$5 per banker box. Skyjack sponsored the event which allowed us to benefit from the \$2,459.00 raised at the event.

BUCKET SALE

CSGW & **Young's Home Hardware** have partnered for a 5th year!



Join us on **SATURDAY NOVEMBER 30th - 8am - 5pm**. For a \$5 donation to Crime Stoppers, you can pick up a Home Hardware bucket and start shopping. For any items that you can fit in the bucket, you will receive a 20% discount from your purchases.

Hope to see you there!

www.csgw.tips



COUNTY AUCTION & BBQ



This was our 13th year hosting a charity BBQ at this event. Community support was at a record high, bringing in \$945.20 in donations for our program!!! The proceeds of the auction sales provided an additional \$1,716.75. The money raised will continue to educate and promote program awareness, and pay rewards to anonymous Tipsters for their valuable information.

THANK YOU to our community, our partners and our volunteers!

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

BY-LAW NUMBER 081-19

**BEING A BY-LAW TO AMEND BY-LAW 082-18 BEING A BY-LAW
TO APPOINT MEMBERS TO THE PROPERTY STANDARDS
COMMITTEE FOR THE TOWNSHIP OF WELLINGTON NORTH**

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

1. THAT the following individual be appointed to the Property Standards Committee for the Township of Wellington North for the remainder of the 2018-2022 term:

Bonny McDougall

2. **THAT** the following individual be removed from the Property Standards Committee for the Township of Wellington North for the 2018 – 2022 term:

Robert Mason

3. **THAT** the Mayor and the Clerk of the Township are hereby authorized and directed to sign the appointment by-law.
4. **THAT** this By-law shall come into effect on passage.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 7TH DAY OF OCTOBER, 2019.**

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

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

BY-LAW NUMBER 085-19

**BEING A BY-LAW TO AUTHORIZE A SUBDIVISION AGREEMENT
(Mt. Forest Developments Inc.)**

WHEREAS it is deemed expedient to enter into such an Agreement with Mt. Forest Developments Inc. on the following lands:

PART PARK LOT 1, SOUTH OF DURHAM STREET, EAST OF MAIN STREET,
PLAN TOWN OF MOUNT FOREST, PART 1, PLAN 61R21332; TOWNSHIP OF
WELLINGTON NORTH

Property Identifier Number (PIN): 71065-0327 (LT)

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

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

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 7th DAY OF OCTOBER, 2019.**

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

SCHEDULE A

SUBDIVISION AGREEMENT

Between

MT. FOREST DEVELOPMENTS INC.

- and -

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

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

TOWNSHIP OF WELLINGTON NORTH

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TOWNSHIP OF WELLINGTON NORTH
SUBDIVISION AGREEMENT

THIS AGREEMENT made on the _____ day of October, 2019.

BETWEEN:

MT. FOREST DEVELOPMENTS INC.

(the "Developer")

- and -

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

(the "Township")

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

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

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

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

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

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

SECTION 1 – ORDER OF PROCEDURE

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

County, Conservation Authority, the Ministry of Transportation of Ontario and any other authority having jurisdiction.

- 1.4 Prior to the making of application for building permits the Developer shall:
 - 1.4.1 obtain Final Approval of the Plan from the County and have obtained registration of the Plan;
 - 1.4.2 comply with all requirements of Section 8.9 of this Agreement.
- 1.5 Prior to any person occupying any building within the Subdivision the Developer shall:
 - 1.5.1 comply with all the requirements of Section 8.10 of this Agreement.

SECTION 2 – LIST OF ATTACHED SCHEDULES

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

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

SECTION 3 – INSTALLATION OF SERVICES

3.1 General Obligations

The Developer shall comply with all requirements of this Agreement, including the requirements and/or conditions set out or identified in the Schedules which are attached to and form part of this Agreement, to the satisfaction of the Township, and with respect to the Conditions of Draft Approval described in Schedule “L” to the satisfaction of the Saugeen Valley Conservation Authority, Upper Grand District School Board and the Wellington Catholic District School Board. The Developer shall design, construct and install, at its own expense, and in a good and

workmanlike manner in accordance with standards of the Township as set out in Schedule “C”, the Works as in Schedule “D” to the satisfaction of the Township.

3.2 Township’s Engineering, Planning and Legal Costs

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

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

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

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

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

3.3 Developer’s Engineer

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

3.3.1 to prepare designs;

3.3.2 to prepare and furnish all required drawings;

3.3.3 to prepare the necessary contract(s);

3.3.4 to obtain the necessary approvals in conjunction with the Township and the Ministry of the Environment, Conservation and Parks, and other authorities having jurisdiction;

3.3.5 to provide the field layout, the contract administration and the full time supervision of construction;

3.3.6 to maintain all records of construction and upon completion, to advise the Township Engineer of all construction changes and to prepare final “as constructed” drawings. Electronic (AutoCAD Release 2014 or later and Adobe Acrobat pdf)and hard copies of the “as constructed” drawings shall be submitted to the Township prior to the issuance of the Certificate of Final Acceptance (refer to current Township

Municipal Servicing Standards for current as constructed drawing submission requirements);

- 3.3.7 to act as the representative of the Developer in all matters pertaining to the construction;
- 3.3.8 to provide co-ordination and scheduling to comply with the timing provisions of this Agreement and the requirements of the Township Engineer, for all works specified in this Agreement; and
- 3.3.9 to provide certification that the installation of services was in conformance to said plans, documents and specifications, such certification to be in a form acceptable to the Township Solicitor and the Township Engineer.

3.4 Works to be Installed

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

3.5 Approval of Plans

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

3.6 Notification of Commencement

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

3.7 Progress of Works

The Developer shall install all Works in a timely manner, in accordance with the requirements of Schedule “C” and this Agreement. If it fails to do so, or, having commenced the Works, fails or neglects to proceed with reasonable speed, or in the event that the Works are not being installed in the manner required by the Township, then upon the Township giving seven (7) days written notice by prepaid registered mail to the Developer, the Township may, without further notice enter upon the Lands and proceed to supply all materials and to do the necessary work in connection with the installation of the Works, including the repair or reconstruction of faulty work and the replacement of materials not in accordance with the

specifications, and to charge the cost thereof together with an engineering fee of ten percent (10%) of the cost of such materials and works to the Developer who shall forthwith pay the same upon demand. If the Developer fails to pay the Township within thirty (30) days of date on the bill, the money owing may be deducted from the cash deposit, letters of credit, or other securities. It is understood in the event that the Township must enter upon the Lands and have the Works completed or repaired as outlined above any or all original plans, documents and specifications prepared by the Developer's Engineer must be provided to the Township Engineer if required. It is understood and agreed between the parties hereto that such entry upon the Lands shall be as agent for the Developer and shall not be deemed for any purpose whatsoever, as an acceptance or assumption of the Works by the Township. The Township, in addition to all other remedies may refuse to issue building permits until the Works are completely installed in accordance with this Agreement and to the satisfaction of the Township.

3.8 Scheduling of Works

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

3.9 Contractor

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

3.10 Utility Costs and Charges

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

3.11 Access Roads

All access roads must be maintained by the Developer in good repair acceptable to the Township Engineer during the time of construction. This shall include the removal of mud tracked from the Subdivision as well as dust control. No roadway outside the limits of the proposed Subdivision may be closed without the written consent of the Township Engineer. For the purpose of getting such consent, the Developer shall advise the Township Clerk of the date and time it wishes to close a roadway. The Township reserves the right to limit or prohibit the use of any existing access road by the Developer.

3.12 Movement of Fill

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

3.13 Damage to Existing Plant

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

3.14 Signs

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

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

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

3.15 Testing

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

3.16 Erosion and Silting Control

The Developer must take all necessary precautions to prevent erosion and sedimentation of sewers, ditches, culverts, slopes, etc. both within the Development and downstream during construction and completion of servicing of the Subdivision. Failing adequate precautions being taken the Developer will be

responsible for correcting any damages and paying all maintenance costs resulting therefrom.

3.17 Emergency Access

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

3.18 Construction Refuse and Weeds

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

3.19 Dust Control

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

3.20 Street Names

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

3.21 Municipal Street Numbers

3.21.1 All Lot, Block or building numbers for use within the Plan shall be allocated by the Township Clerk. To obtain such allocation the Developer shall furnish the Township Clerk with a copy of the Plan as registered upon which the Township Clerk will designate the proper numbers for each Lot, Block or building.

3.21.2 The Developer shall display by means of a sign at least 1' x 1' to be erected on each Lot or Block within the Plan, the Lot or Block number as shown on the Plan and the street number and Lot or Block number for each Lot or Block prior to the

issuance of a Building Permit for that Lot or Block which sign shall remain until such time as the building on such Lot or Block is occupied in accordance with the provisions of this Agreement.

- 3.21.3 Each Owner shall cause the number so provided to be placed and maintained in a conspicuous position in the front of the property upon occupancy.

SECTION 4 – ACCEPTANCE OF WORKS

4.1 Stages of Construction and Services

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

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

4.2 Inspection and Preliminary Acceptance of Works

When all of the services in any stage of servicing as identified above have been completed and the Township Engineer has given written certification by the Developer's Engineer that such services have been constructed in each stage in accordance with the approved plans and specifications in this Agreement or any other applicable servicing agreement, and upon satisfactory inspection by the Township Engineer, the Township Engineer will recommend that the Township grant a Certificate of Preliminary Acceptance. This Certificate may include a list of minor deficiencies which the Developer must repair. The services shall then be subject to a guaranteed maintenance period as described in Section 5.1.

4.3 Final Acceptance of the Works

On receipt of a written request from the Developer for final inspection and final acceptance following completion of the guaranteed maintenance period outlined in

Section 5.1, the Township Engineer will complete an inspection and if there are no deficiencies, will recommend to the Township that the Certificate of Final Acceptance be issued. This Certificate will be issued provided that the Developer has paid all accounts to the Township and the Township:

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

4.4 Acceptance During Winter Months

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

4.5 Use of Works by Township

The Developer agrees that:

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

4.6 Replacement of Survey Bars

Prior to the Final Acceptance of the Subdivision by the Township, the Developer shall deliver to the Township Clerk a statement from an Ontario Land Surveyor approved by the Township that after the completion of the Subdivision work, all survey monuments and iron bars exist or have been replaced as shown on the registered plan where the lot corners and boundaries are on a public street or a road allowance or have a common boundary with any other lands owned by the Township prior to the registration of the plan or conveyed or to be conveyed to the Township pursuant to the terms of this Agreement.

4.7 Ownership of Services

Upon the issuance to the Developer of the Certificate of Final Acceptance, the ownership of the Works described shall vest in the Township and the Developer

shall have no claim or rights thereto except those occurring as an owner of the lands abutting the streets where such services are installed.

SECTION 5 – MAINTENANCE OF WORKS

5.1 Maintenance of Works

The Developer will be responsible for the repair and maintenance of all Subdivision services and Works including hydro costs for street lights, until a Certificate of Final Acceptance is issued by the Township. This maintenance period shall extend for two (2) years from the date of the Certificate of Preliminary Acceptance for each stage of the Works. If during this period, the Developer fails to carry out maintenance work within seventy-two (72) hours after receipt of the request from the Township, then the Township Engineer or Director of Operations or delegate may without further notice undertake such maintenance work and the total costs of such work including engineering fees shall be borne by the Developer. If the Developer fails to pay the Township within thirty (30) days of the date of billing then the money owing may be deducted from the deposited securities. Towards the end of the maintenance period, the Developer shall make written request to the Township for a final inspection to be made in respect to the issuance of the Certificate of Final Acceptance.

5.2 Road Maintenance

- 5.2.1 The Developer will be responsible for the maintenance of the roads until final acceptance.
- 5.2.2 Summer maintenance shall include grading, dust control and general clean-up of the site.
- 5.2.3 The Developer shall be responsible for all winter road maintenance within the Subdivision. In the event that proper vehicular access or snow removal is not provided by the Developer, the Township, through its servants, contractors or agents may provide access and remove snow without notice to the Developer. Such removal of snow shall be only carried out at times deemed to be an emergency by the Township's Roads Department. All costs of such work shall be paid by the Developer within thirty (30) days of date of billing or otherwise may be deducted from the deposited securities. The Developer further agrees that any work done by the Township pursuant to this Agreement before the roads are accepted by the Township shall not be deemed in any way, to be an acceptance by the Township of the roads in the said Subdivision upon which such work is done. The Developer acknowledges that the Township in providing access by removing snow may damage or interfere with the works of the Developer and cause damage to such works and the Developer hereby waives all claims against the Township that he might have arising therefrom and covenants that he will make no claim against the Township for such interference or damage. Representation may be made

requesting that the Township consider entering into a separate agreement with the Developer to undertake the winter road maintenance within the Subdivision.

5.3 Emergency Repairs

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

SECTION 6 – DRAINAGE AND LANDSCAPE DESIGN

6.1 Drainage

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

6.2 Preservation of Trees

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

6.3 Lots Unsuitable for Building

Any Lot which will require special attention in order to be serviced will be listed in Schedule "F" of this Agreement. Prior to the making of an application for the issuance of a building permit for any Lot listed in Schedule "F", the Developer's Engineer must submit a letter to the Township Engineer outlining the measures to be taken to correct the problems on the Lots. This proposal must be approved prior to applying for a building permit.

6.4 Lot Grading

All Lands shown within the Plan shall be graded in general conformity with the Lot Grading Plan, including fill and excavation as required for the full width and length of the grades and levels, and to the specifications, requirements and satisfaction of

the Township Engineer; provided that for residential Lots and Blocks, grading must be brought within zero decimal five (0.5) metres of the final grade and further residential development may complete the grading. All work done by the Developer must be of such a nature as to ensure that the integrity and intent of the overall Lot Grading Plan is functional until the Lands are fully developed.

6.5 Obligation to Complete Grading According to Lot Grading Plan

The Lands shall be graded in general conformity with the grades and elevations shown on the Lot Grading Plan and in compliance with Section 6.6.

6.6 Certified Building Lot Site Plan

Subject to Section 8.9 herein, no building shall be constructed on a Lot or Block within the Plan until:

6.6.1 a Building Lot Site Plan bearing the signature and seal of an Ontario Professional Engineer holding a Certificate of Authorization from Professional Engineers Ontario or who is employed by a partnership or corporation holding such Certificate of Authorization to offer professional engineering services to the public (the "Professional Engineer") or a Registered Ontario Land Surveyor who certifies thereon that it generally conforms with the Lot Grading Plan has been filed with the Chief Building Official of the Township showing:

6.6.1.1 the proposed finished elevation of these lands at each corner of the Lot or Block;

6.6.1.2 the proposed finished elevation of these lands at the front and rear of the building;

6.6.1.3 the proposed finished elevations of the underside of the footings and the proposed finished height of the foundation of the building;

6.6.1.4 the proposed finished elevation of any retaining walls, the proposed elevation of any walk-out onto these lands from the basement of the building, and the proposed elevation of any basement window openings;

6.6.1.5 the proposed finished elevation and slope of any driveway and the proposed location of any swale or rear yard catch basin;

6.6.1.6 any abrupt changes in the proposed finished elevation of these lands; and

6.6.1.7 the Lot and Registered Plan number, the municipal address for the subject Lot or Block and the proposed location of the building thereon in relation to the Lot or Block boundaries.

6.6.2 The Developer hereby agrees that the existing property line grades abutting developed land are not to be altered or disturbed, except as approved otherwise by the Township Engineer.

6.7 Owner's Final Grading Certificate

6.7.1 No newly constructed building shall be occupied or used unless there is filed, prior to occupancy, in the case of substantial performance on or between June 1 and October 31, or,

- 6.7.2 by the following June 1, in the case of substantial performance on or between November 1 and May 31 next,
- 6.7.3 with the Township Chief Building Official an Owner's Final Grading Certificate in the form attached as Schedule "G" bearing the signature and seal of the Developer's Engineer at the Owner's expense verifying that the actual finished elevation and grading of these lands generally conform with the Lot Grading Plan and the Certified Building Lot Site Plan, and the Township has been reimbursed for the Township Engineer's charges for the Certificate.
- 6.7.4 If occupancy occurs between November 1 and May 31 next and an Owner's Final Grading Certificate as described in Section 6.7.3 is not filed prior to occupancy with the Township Chief Building Official, then the Owner shall provide the Township Chief Building Official with a written undertaking to file the Owner's Final Grading Certificate with the Township Chief Building Official by the following June 1.
- 6.7.5 If and when the Owner's Final Grading Certificate is accepted by the Township Chief Building Official that the Lands generally conform with the Lot Grading Plan and the Certified Building Lot Site Plan, the Damage/Lot Grading Deposit referred to in Section 8.9.8.1 is returnable to the Owner subject to the provisions of Section 6.7.6 and Section 8.9.8.2 of this Agreement.
- 6.7.6 The Owner agrees that, should drainage rectification or repairs to damaged municipal works become necessary in the absolute discretion of the Township, and the Owner fails to make such rectification when so instructed by the Township, the Township may, at its option, undertake the correction of such drainage and all costs over and above the two thousand five hundred dollar (\$2,500.00) deposit (See Section 8.9.8.1) shall be charged back to the Owner and shall include a management fee of fifteen percent (15%) of the cost of labour and material and shall be a charge against the Lot or Block for which regrading was carried out and shall be payable forthwith. The Owner agrees that neither it nor its successors or assigns will alter the grading or change the elevation or contour of the land except in accordance with drainage plans approved by the Township.
- 6.8 Obligation to Maintain Grading
After the building Lot or Block is graded in accordance with the Lot Grading Plan and the Certified Building Lot Site Plan, no change shall be made to the actual finished elevation and grading of the building Lot or Block in any way that results in a material alteration of drainage on or across the building Lot or Block or adjacent lands from that shown on the Lot Grading Plan for the adjacent lands or the Owner's Final Grading Certificate for the building Lot or Block. It is agreed and understood that subsection 51 (26) of the Planning Act, R.S.O. 1990, c.P.13 applies and the Township shall enforce this provision against the Developer and all subsequent owners of any Lot or Block, and in addition or alternatively the Township may, in the event that this subsection is contravened, direct that the

contravention be remedied by the owner failing which the Township may proceed to remedy the contravention at the owner's expense and it is agreed that the cost thereof may be added to the tax roll and collected in the same manner as taxes.

6.9 Prevention of Surface Water Flow

The Developer and each subsequent owner shall not block, impede, obstruct or prevent the flow of surface water as provided for in the Drainage Plan, the Lot Grading Plan or the Certified Building Lot Site Plan over any Lot or Block by the construction, erection or placement thereon of any damming device, building, structure or other means. It is agreed and understood that subsection 51 (26) of the Planning Act, R.S.O. 1990, c.P.13 applies and the Township shall enforce this provision against the Developer and all subsequent owners of any Lot or Block, and in addition or alternatively the Township may, in the event that this subsection is contravened, direct that the contravention be remedied by the owner failing which the Township may proceed to remedy the contravention at the owner's expense and it is agreed that the cost thereof may be added to the tax roll and collected in the same manner as taxes.

6.10 Erosion Control

The Developer shall construct silt fences or other facilities as required during construction to control overland flows from this Subdivision to ensure that mud, silt, construction debris, or other contaminant does not adversely affect abutting properties, all to the specifications of the Township Engineer.

6.11 Maintenance of Lot Grading

The facilities and works required by Section 6 shall be provided and maintained by the Developer or subsequent owner of each lot from time to time at such party's sole risk and expense.

SECTION 7 – LANDS TO BE CONVEYED

7.1 Lands for Municipal Purposes

The Developer shall convey in fee simple a good title free from encumbrances to the Township lands for municipal purposes other than roads, which shall be mutually agreed upon by the Developer and the Township, or to make a cash payment in lieu thereof as stipulated by the Township and also to convey to the Township in fee simple, the 0.3-metre reserves and other lands required by the Township. The deeds/transfers for such lands are to be approved by the Township Solicitor and thereafter forthwith registered and deposited with the Township Clerk. The cost for preparation and registration of the said deeds/transfers shall be paid by the Developer. A list of lands for municipal purposes to be conveyed to

the Township shall be set out in Schedule “H” of this Agreement. Where applicable Section 4.3 (Final Acceptance of the Works) must be complied with.

7.2 Easements

The Developer agrees to grant at its expense all such easements and rights-of-ways as may be required for the installation and supply of services to the Subdivision. The Developer shall provide evidence in writing to the Township that easements have been conveyed as required by other utility companies for telephone, natural gas or similar services. A list of easements and rights-of-ways to be granted to the Township shall be set out in Schedule “H” of this Agreement.

SECTION 8 – ADMINISTRATION

8.1 Voiding Agreement

In the event that the Plan is not registered within one (1) year from the date of the signing of this Agreement, the Township may at its option declare this Agreement to be null and void. All costs incurred shall be deducted from the deposit paid by the Developer to the Township pursuant to this Agreement or any other agreement between the Developer and the Township referred to herein.

8.2 Developer’s Expense

Every provision of this Agreement by which the Developer is obligated in any way shall be deemed to include the words “at the expense of the Developer” and “as approved or accepted by the Township”, unless specifically stated otherwise.

8.3 Phasing

8.3.1 The Township may instruct the Developer to construct the Works in particular phases suitable to it and the Developer must comply. If the Township does not so instruct the Developer, before commencement of any of the Works the Developer may request the Township’s permission to divide the area of the Subdivision into convenient phases.

8.3.2 If the construction of the Works is to be phased, then in lieu of furnishing securities as required in Section 9 of this Agreement for the whole of the Works the Developer may furnish the required securities for that part of the Works to be constructed in each phase(s) subject to compliance with the provisions of Sections 8.3.3 to 8.3.6, both inclusive, of this Agreement.

8.3.3 The Land upon which the Works is to be constructed in a future phase shall be made subject to a specific Holding Zoning (“H”) provision by means of a by-law to be passed by the Township under Section 36 (1) of the Planning Act, R.S.O. 1990, c.P.13 at the Developer’s expense.

8.3.4 Prior to the commencement of the construction of the Works within the Land made subject to a Holding Zoning (“H”) provision under Section 8.3.3 of this Agreement

and after the deposit with the Township of the securities as set out elsewhere in this Agreement for such Land along with a written request from the Developer, the Township shall at the Developer's expense pass a by-law under the said Section 36 to remove the Holding Zoning ("H") provision.

8.3.5 Before proceeding with an additional phase the Developer shall obtain the written approval of the Township and no Works shall be permitted to be installed and no building permits issued until this approval has been given in writing by the Township.

8.3.6 Unless Section 8.15 herein has been complied with, commencement of construction within any subsequent phases of this Subdivision, or other subdivisions of the Developer herein within the Township of Wellington North, may not proceed.

8.4 Developer's Liabilities

Until the Township has issued the Certificate of Final Acceptance for the Works, the Developer shall indemnify the Township against all actions, causes of action, suits, claims and demands whatsoever which may arise either directly or indirectly by reason of the Developer undertaking the Plan.

8.5 Insurance

The Developer shall obtain and maintain in full force and effect a policy of comprehensive general liability insurance, providing coverage for a limit of not less than \$5,000,000.00 for each occurrence of a claim of bodily injury (including personal injury), death or property damage, including loss of use thereof, that may arise directly or indirectly out of the acts or omissions of the Developer. Such policy or policies shall be issued in the joint names of the Developer, the Township and the Township's consulting engineer and the form and content shall be subject to the approval of the Township. The policy shall be in effect for the period of this agreement. The issuance of such policy or policies of insurance shall not be construed as relieving the Owner from responsibility for other or larger claims, if any, for which it may be held responsible. Proof of insurance shall be provided on an annual basis. The policy shall specify that it cannot be altered, cancelled or allowed to lapse unless prior notice by registered mail has been received thirty (30) days in advance by the Township.

8.6 Legal Notice to Developer

Any notice required to be given hereunder may be given by registered mail addressed to the Developer at its principal place of business and shall be effective as of the date of the deposit thereof in the Post Office.

8.7 Registration

The Developer consents to the registration of this Agreement upon the title to the Land both before and after registration of the Plan at the sole discretion of the Township and at the expense of the Developer.

8.8 Mortgagee Postponement and Subordination

The Developer covenants and agrees, at its own expense, to obtain and register such documentation from its mortgagees or encumbrance holders as may be deemed necessary by the Township to postpone and subordinate their interest in the lands to the interest of the Township to the extent that this Agreement shall take effect and have priority as if it had been executed and registered before the execution and registration of the document or documents giving to the mortgagees and/or encumbrance holders their interest in the lands.

8.9 Requirements for Building Permits

The approval of the Plan by the Township or the acceptance by the Township of the Works shall not be deemed to give any assurance that Township building permits, when applied for will be issued in respect of the Lots or Blocks shown on the Plan. Notwithstanding the foregoing, the Developer agrees that it, or anyone claiming title from it or under its authority, shall not apply for any building permits for Lots or Blocks within the Plan until the requirements hereinafter set out have been carried out to the satisfaction of the Township. It is agreed that a copy of this Section 8.9 shall be delivered by the Developer to each and every purchaser of land within the Plan and to each and every builder obtaining a building permit for any Lot or Block or part of a Lot or Block within the Plan and the Developer shall extract a covenant similar to this covenant from all such purchasers and builders. The Township shall have the right to refuse any such application until:

8.9.1 Preliminary Acceptance has been granted for Stage 1 and Stage 2 servicing for that phase of the Subdivision, and the lands and easements in Schedule “H” have been conveyed and granted to the Township;

8.9.2 the Developer has provided satisfactory documentation to the Township Engineer that Stage 3 of the Subdivision servicing will be completed within six (6) weeks of the date of the issuance of the building permit;

8.9.3 the Developer has provided sufficient documentation to the Township Engineer confirming that the remaining underground services, telephone, cable tv, and gas are being scheduled for installation;

8.9.4 approval of the Township has been obtained for the construction of any buildings to be erected on Lots or Blocks that may be listed in Schedule “F” hereto;

8.9.5 the signs denoting “Unassumed Roads” have been installed at the entrances to the Subdivision;

8.9.6 all dead trees within the limit of the Plan have been removed;

- 8.9.7 all street identification signs and traffic signs required by this Agreement have been installed and are in place; and
- 8.9.8.1 payment to the Township by cash or letter of credit in the amount of \$2,500.00 the Works Damage/Lot Grading Compliance Deposit (herein “Damage/Lot Grading Deposit”) provided for in Schedule “M” of which the sum of \$100.00 is non-refundable.
- 8.9.8.2 The balance of the Damage/Lot Grading Deposit shall be refundable in whole or in part after the building has been constructed and occupied, all required CCTV inspections have been completed and submitted with functionality results satisfactory to and approved by the Township, an Owner’s Final Grading Certificate has been filed with and accepted by the Township Chief Building Official and the required service connections have been made and all damages to the Works which form the subject matter of this Agreement resulting from house building and/or landscaping activities on the subject Lot or Block have been repaired to the satisfaction of the Township Chief Building Official and Township Director of Operations.
- 8.9.8.3 With respect to lot grading rectification and return of the Damage/Lot Grading Deposit, see also Section 6.7.6 of this Agreement.
- 8.9.8.4 With respect to repair of damage to the Works, in the event that the Owner fails to repair the damage to the Works when so instructed by the Township Chief Building Official or Township Director of Operations, the Township may, at its option, undertake the repair of such damage and all costs over and above the \$2,500.00 deposit shall be charged back to the Owner and shall include a management fee of fifteen percent (15%) of the cost of labour and material, shall be a charge against the Lot or Block for which repairs were carried out, and shall be payable forthwith;
- 8.9.9.1 payment to the Township by cash or letter of credit in the amount of \$2,000.00 the Trees/Driveway Ramp Deposit provided for in Schedule “M” of which the sum of \$100.00 is non-refundable.
- 8.9.9.2 The balance of the Trees/Driveway Ramp Deposit shall be refundable in whole or in part after any required trees have been planted on the public highway and the required driveway entrance ramp leading to the Lot has been completed, and in the event that the Owner fails to provide and complete the trees and the driveway ramp when so instructed by the Township Chief Building Official or Township Director of Operations, the Township may, at its option, undertake the provision of the trees and driveway ramp and all costs over and above the \$2,000.00 deposit shall be charged back to the Owner and shall include a management fee of fifteen percent (15%) of the cost of labour and material, shall be a charge against the lot, and shall be payable forthwith;
- 8.9.10 payment to the Township by cash in the amount of the current applicable Development Charge(s) per Lot or Block in the Plan under the Development Charges By-law of the Township; and

8.9.11 a Certified Building Lot Site Plan has been filed with the Chief Building Official of the Township pursuant to Section 6.6.

8.10 Requirements for Occupancy

Subject to Section 8.11 herein, no building erected on the Lots or Blocks within the Plan shall be occupied until a Certificate of Inspection re: Readiness for Occupancy has been issued by the Township Chief Building Official and the said Certificate shall not be issued until:

8.10.1 preliminary Acceptance has been granted for Stage 3 servicing for the phase of the Subdivision including the Lot or Block;

8.10.2 the roadway from the entrance of the Subdivision to and including the Lot or Block of which the building is a part, has received the base course asphalt;

8.10.3 the electrical distribution plant including street lights have been installed and approved by Wellington North Power Inc. and any other applicable utility company;

8.10.4 the traffic and street signs have been installed and approved by the Township Engineer;

8.10.5 a certificate issued by an OLS has been given by the Township Chief Building Official that the building location is in compliance with the Zoning By-law of the Township;

8.10.6 subject to Section 6.7.4, Section 6.7 has been complied with (and the Township has been reimbursed for the charges described in Section 6.7.3) and the final grading of the Lot or Block is in conformity with the overall grading plan or such variances therefrom as have been approved by the Township Chief Building Official pursuant to Section 6.7.5;

8.10.7 the telephone lines and gas mains have been installed and certified by the Developer's Engineer; and

8.10.8 the Developer agrees that the preceding requirements in this Section 8.10 are in addition to and not in substitution of the requirements of the Ontario Building Code Act as amended and regulations thereunder with respect to certificates for occupancy.

8.11 Special Building Permits / Model Homes

Pursuant to Section 8.9 building permits are not obtainable until certain services are installed and approved by the Township Engineer. The Township agrees that if the Developer or a builder wishes to obtain a building permit prior to the installation of services, as set out in Section 8.9, a permit may be issued provided the Developer or builder has otherwise complied with this Section and has executed a No-Occupancy Agreement (Schedule "I") and the Township may require a deposit or Letter of Credit as a guarantee of no-occupancy. The Developer agrees that if occupancy is allowed by the Developer prior to completion of all the requirements as set out in Section 8.10, the deposit is immediately forfeited to the Township and

the Township may consider this Agreement broken and immediately call any securities held under this Agreement. The Township may also require that the Developer or builder enter into an agreement with the Township to stipulate and define location and timing conditions for the construction of any model home or homes satisfactory to the Township.

8.12 Right to Enter into an Agreement

8.12.1 The Developer agrees not to call into question directly or indirectly in any proceedings whatsoever in law or in equity or before any administrative tribunal, the right to the Township to enter into this Agreement and to enforce each and every term, covenant and condition herein contained and this Agreement may be pleaded as an estoppel against the Developer in any such proceedings.

8.12.2 The Developer acknowledges that the Township is entering into this Agreement and approving the Plan on the express representation of the Developer that it and its successors and assigns shall observe and perform all the provisions of this Agreement and that the Township is of the opinion that the Plan would not be in the public interest if the Developer, its successors and assigns, the owner or owners from time to time of the land within the Plan were not obligated to observe and perform all the provisions hereof except to the extent the Township may lawfully change them.

8.13 Successors and Assigns

The covenants, agreement, conditions and undertakings herein contained on the part of the Developer shall run with the land and shall be binding upon it and upon its successors and assigns as owners and occupiers of the said lands from time to time.

8.14 Notification of Charges

8.14.1 The Developer shall in every Agreement of Purchase and Sale or Offer to Purchase pertaining to any Lot or Block within the Plan notify each purchaser of all of the payments to be made by the purchaser to the Township pursuant to this Agreement and all of the provisions of this Agreement which shall continue in force after the completion of the sale.

8.14.2 The Developer shall in every Agreement of Purchase and Sale or Offer to Purchase pertaining to any Lot or Block within the Plan notify each purchaser that all persons who make first purchases of land within the plan of subdivision after final approval of the subdivision plan are informed, when the land is transferred, of all the development charges related to this plan of subdivision.

8.15 Scheduling, Progress and Completion

The Developer shall commence construction of services within eighteen (18) months of the signing of this Agreement or the registration of the Plan whichever

is earlier. Within eighteen (18) months of the date of commencement of the servicing of any phase, the Developer shall complete the installation of the Stage 1, Stage 2 and Stage 3 services. Failure to adhere to the above schedule may result in the Township completing the Works in accordance with Section 3.7 of this Agreement. If the development is phased, the date for commencement of construction on the balance of the phases may be delayed for up to five (5) years. Failure to commence construction within the time schedule above may result in the Township declaring this Agreement to be null and void, and the Township may deem the Lands not to be a Plan of Subdivision.

8.16 No Township Liability

8.16.1 This Agreement and the provisions herein do not give the Developer or any person acquiring any interest in the land within the Plan (each hereinafter in this clause called “such person”), any rights against the Township or the Township Engineer with respect to the failure of any such person to perform any obligations under this Agreement or the failure of the Township to force such person to perform any obligations under this Agreement or any negligence of any such person in the performance of the said obligations.

8.16.2 The only duty and responsibility of the Township Engineer arising out of this Agreement is to the Township and this Agreement. Any work or services done or performed by the Township Engineer under this Agreement do not in any way create any liability on the part of the Township Engineer to the Developer or any person acquiring any interest in the land within the Plan.

8.17 Conflict

In the event of any conflict between or among the plans and specifications relating to the construction of the Works, the Township Engineer shall decide which provisions shall prevail.

8.18 Amendment

Without in any way limiting the rights of the Township, the Developer agrees that the Township may, with the consent of the then registered owner of any land within the Plan, amend this Agreement insofar as it specifically affects such land or any part thereof.

8.19 First Registration – Land Titles Act

The Plan shall not be registered before the title of the Developer to the land within the Plan has been registered pursuant to the provisions for First Registration under the Land Titles Act, R.S.O. 1990, c.L.5, and the appropriate evidence thereof has been registered.

8.20 Township Street Entrance Policy

The municipal streets which provide access to the Land within the Plan and that part of the Land within the Plan which will be assumed as municipal streets under this Agreement are hereby exempt from the Township street entrance policy.

SECTION 9 – FINANCIAL PROVISIONS

9.1 Development Charges, Drainage and Local Improvement Charges

9.1.1 Development Charges shall be paid in accordance with the current Development Charges By-law of the Township and this subsection. The Developer acknowledges and confirms that all charges, payments, works to be constructed or installed, studies to be carried out and all other obligations contained in this Agreement or the cost thereof (except where a charge is referred to herein as a “development charge”) are characterized as:

9.1.1.1 local services installed or provided at the expense of the Developer related to or within the Plan of Subdivision as a condition of approval under Section 51 of the Planning Act;

9.1.1.2 connections to water and sewer facilities installed at the expense of the Developer; and

9.1.1.3 services denoted on approved drawings/documents or specifically noted in this Agreement for which the Developer is making no claim for credits from the Development Charges By-law, and are not charges related to development within the meaning of the Development Charges Act, 1997 as amended.

9.1.2 The Developer covenants and agrees as follows:

9.1.2.1 ***Early DC Payment.*** If provided for in the current Development Charges By-law pursuant to Section 26 of the Development Charges Act, 1997, as amended, and only if required by the Township, to pay upon execution of this Agreement development charges for what are commonly known as “hard services” related to water supply, waste water, storm water drainage and control, highway and electrical power services as applicable.

9.1.2.2 ***Regular DC Payment.*** The Developer further covenants and agrees to pay all other Development Charges under the applicable Development Charges By-law of the Township, or under any other Development Charges By-law, if not paid earlier, at the time of Building Permit issuance in an amount to be calculated at the full rate applicable at the time of individual Building Permit issuance.

The Developer hereby releases and forever discharges the Township from any and all claims for credits against Development Charges payable hereunder or payable at the issuance of a Building Permit or permits for construction within the Plan of Subdivision and the Developer hereby waives all such claims for credits except for the credits that may be specified in any schedule forms part of this Agreement. Any

such credits so specified in any schedule forming part of this Agreement. Any such credits so specified herein and the calculation thereof shall be deemed to be conclusive and binding on the Developer.

9.1.3 The Developer agrees to pay for all arrears of taxes outstanding against the property herein described before the approval of the said Plan is obtained. The Developer further undertakes and agrees to pay all taxes levied on the said lands on the basis and in accordance with assessment and collector's roll entries until such time as the lands herein being subdivided have been assessed and entered on the Collector's Roll according to the Registered Plan.

9.1.4 Before the Plan is approved the Developer agrees to commute and pay all charges made with respect to the Drainage Act, R.S.O. 1990, c.D.17, and the Municipal Act, 2001, S.O. 2001, c.25 including but not limited to charges or rates outstanding in respect of the Lands under any sewer rate and/or water rate by-law which are assessed against the Lands on the Plan. Before the Plan is approved the Developer agrees to compute and pay the Township's share of any charges made under the said Drainage Act, and the said Municipal Act, 2001 for facilities presently servicing the Lands and assessed against it.

9.2 Securities

Prior to registering this Agreement, the Developer shall deposit with the Township to cover the faithful performance of the contract for the installation of the said services and the payment of all obligations and contingencies arising thereunder the following securities (subject to Sections 8.3.1 and 8.3.2 regarding phasing if applicable):

9.2.1 cash in the amount of one hundred percent (100%) of the estimated cost of the said Works set out in Schedule "E" and as approved by the Township Engineer or the Township's Chief Administrative Officer; or

9.2.2 An irrevocable Letter of Credit from a chartered bank, issued in form and content satisfactory to the Township's Chief Administrative Officer, in the amount of one hundred percent (100%) of the estimated cost of the Works as set out in Schedule "E" and as approved by the Township Engineer or the Township's Chief Administrative Officer.

9.2.3 Prior to depositing the securities, the Developer's Engineer shall submit an estimate of the cost of the Works to the Township Engineer for approval. When the cost estimate has been approved it will be set out in Schedule "E" of this Agreement and will become the basis for the limits of these securities. In the event that the construction of the Works is to be done in phases pursuant to Section 8.3.1, then this subsection and Schedule "E" will apply to the first phase, and with respect to any subsequent phase Sections 8.3.4 and 8.3.5 shall apply and before commencing construction of any of the Works for any subsequent phase the Developer's Engineer shall submit an estimate of the cost of the Works for such phase to the

Township Engineer for approval and when the cost estimate has been approved it will become the basis for the amount of the security required for each phase.

9.2.4 All Letters of Credit shall be for a minimum guaranteed period of one (1) year or such longer time as the Township may decide. All Letters of Credit referred to in this Section 9.2 shall contain the following clause:

“It is a condition of the Letter of Credit that it shall be deemed to be automatically extended without amendment from year to year from the present or any future expiration date hereof, unless at least thirty (30) days prior to the present or any future expiration date, we notify you in writing by registered mail that we elect not to consider this Letter of Credit to be renewable for any additional period.”

9.2.5 Unless each and every Letter of Credit is renewed as noted above, no application for a building permit shall be made and the Township shall have the absolute right to prohibit occupancy of homes, whether partially or fully completed, from the said date thirty (30) days prior to the expiration of that Letter of Credit.

9.3 Reduction of Securities

9.3.1 An application for the reduction of security on deposit with the Township pursuant to Section 9.2 herein may be made no earlier than thirty (30) days after the commencement of construction of the Works and every thirty (30) clear days thereafter. Security reductions are to occur in conjunction with Preliminary Acceptance of the Stages of construction.

9.3.2 To obtain a reduction in security the Developer shall file with the Township Engineer a written application in accordance with Schedule “J” attached hereto.

9.3.3 The application shall include written confirmation from the Developer’s Engineer:

- describing the Works constructed as at the date of the application and a calculation of the cost thereof;
- confirming that the Works have been installed by the Developer with full time supervision of the Developer’s Engineer and in accordance with the requirements of this Agreement and schedules hereto; and
- describing the Works remaining to be completed as at the date of the application and a calculation of the estimated cost thereof.

9.3.4 The value of the reduction shall be determined by the Township Engineer who shall give a certificate to the Township Clerk and the Developer confirming the amount of the reduction of the security and the amount of the security remaining on deposit with the Township.

9.3.5 Subject to Sections 9.3.6 and 9.3.7 minimum security requirements, the value of the reduction shall be based upon a retained security requirement equal to the value

of the Works remaining to be completed by the Developer plus twenty percent (20%) of the value of the Works completed to the date of the application.

9.3.6 Subject to any outstanding deficiencies or contingencies, and subject to Section 9.3.7, the Township throughout the maintenance period for each of the 4 stages shall hold as security the greater of ten percent (10%) of the estimate of the cost of the Works as set out in Schedule “E” for the applicable stage or thirty thousand dollars (\$30,000.00).

9.3.7 Upon receipt by the Township of a deposit or deposits for any Lot on the Plan as provided for in paragraph 1 on Schedule “M”, the Township shall reduce the security or the balance of it by an amount equal to the portion of the deposit or deposits included in the security at the time of the next reduction under Section 9.3.1. With respect to security reductions for a deposit or deposits for any Lot during any of the maintenance periods, the Developer shall be entitled from time to time to a security reduction equal to the deposits accumulated for no less than five (5) Lots provided that at least thirty (30) days have passed since the last reduction and the reduction will not reduce the security for any of the 4 stages for which a Certificate of Final Approval has not been issued below the minimum amount of thirty thousand dollars (\$30,000.00).

9.4 Statutory Declaration of Accounts Paid

The Developer agrees that upon applying for a discharge of securities or for a Certificate of Preliminary Acceptance for the services within the Subdivision, he shall supply the Township with a Statutory Declaration that all accounts for work and materials for said services have been paid except normal guarantee holdbacks and that there are no claims for liens or otherwise in connection with such work done or materials supplied for or on behalf of the Developer in connection with the Subdivision.

9.5 Construction Act, R.S.O. 1990, c.C.30

9.5.1 The Developer agrees that it will hold back in its payments to any contractor who may construct the services, such sums as are provided in accordance with the *Construction Act*, R.S.O. 1990, c.C.30, and will otherwise indemnify and save harmless the Township against any claims, actions or demands for construction liens or otherwise in connection with the Works and all costs in connection therewith, and on the demand of the Township Solicitor will forthwith take such steps to immediately discharge all liens upon the services.

9.5.2 Notwithstanding anything to the contrary contained in this Agreement, the Developer hereby agrees that the filing of any liens pursuant to the said Construction Act, with respect to the Lands, shall constitute a default by the Developer of the terms of this Agreement and shall entitle the Township to draw on any or all of the security referred to in Section 9.2 of this Agreement and to utilize said draw to make payment into Court of the holdback together with costs.

9.6 Partial Release

9.6.1 Upon receipt of confirmation from the Township Engineer and upon being satisfied that the obligations of the Developer under this Agreement have been performed, with the exception of the lot grading requirements included in Section 6, the Clerk shall execute a partial release of this Agreement, in the form attached hereto as Schedule “K”, and the delivery and registration of such partial release shall constitute a full and final release of the obligations of the Developer under this Agreement, with the exception of lot grading requirements included in Section 6, with respect to the lot or lots named therein.

9.6.2 Notwithstanding the foregoing, the Clerk shall not be required to execute a partial release until the various services have been completed in accordance with the terms of this Agreement and the plans and specifications provided for herein.

SECTION 10 – SPECIAL PROVISIONS AND EXCEPTIONS

10.1 The Developer and the Township agree that the provisions set forth in the attached Schedule “M” form an integral part of this Agreement, and further that variations and exceptions from the standard provisions of this Agreement, if any, are set out in Schedule “M”.

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

SECTION 11 – SIGNATURES

THIS AGREEMENT shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

Mt. Forest Developments Inc.

Name:

Title:

I have authority to bind the Corporation.

THE CORPORATION OF THE TOWNSHIP OF
WELLINGTON NORTH

Andy Lennox, Mayor

Karren Wallace, Clerk

We have authority to bind the Corporation.

Developer's Address: _____

Developer's Telephone: _____

Developer's Facsimile: _____

SCHEDULE "A" OF THE SUBDIVISION AGREEMENT**DESCRIPTION OF LANDS BEING SUBDIVIDED**

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:

PART PARK LOT 1, SOUTH OF DURHAM STREET, EAST OF MAIN STREET, PLAN TOWN OF MOUNT FOREST, PART 1, PLAN 61R21332; TOWNSHIP OF WELLINGTON NORTH

Property Identifier Number (PIN): 71065-0327 (LT)

LRO #61

SCHEDULE "B" OF THE SUBDIVISION AGREEMENT**IDENTIFICATION OF DRAFT PLAN**

County of Wellington File No. 23T-18001, as last revised, prepared and dated July 18, 2018, by Astrid J. Clos Planning Consultants, certified by James Laws, Van Harten Surveying Inc. on March 5, 2018 (Project No. 1724) showing Semi-Detached Residential Lots 1 - 15, (being 30 units); Road (0.225 ha) on 1.411 hectares of land.

SCHEDULE "C" OF THE SUBDIVISION AGREEMENT**Township of Wellington North Municipal Servicing Standards**

All Works within the Plan shall be installed by the Developer as provided in the Agreement, including Schedules, to which this Schedule is attached and in compliance with the current municipal Servicing Standards of the Township of Wellington North.

SCHEDULE "D" OF THE SUBDIVISION AGREEMENT

WORKS TO BE CONSTRUCTED

The Works to be constructed as detailed in the drawings and documents list below:

GM BluePlan Engineering Ltd.:

<u>Dwg No.</u>	<u>Description</u>
1	General Notes and Details, August 29, 2019
2	General Plan of Services, August 29, 2019
3	Grading & Erosion Control Plan, August 29, 2019
4	Jefferey Way – Sta. 0+980 to 1+100, August 29, 2019
5	Durham St. E. – Sta. 0+930 to 1+060, August 29, 2019
6	Durham St. E. – Sta. 1+060 to Sta. 1+110, August 29, 2019
7	Church St. N. – Sta. 0+980 to Sta. 1+120, August 29, 2019
8	Composite Utility Plan, August 29, 2019
A	Sanitary Drainage Area Plan, August 29, 2019
B	Storm Drainage Area Plan, August 29, 2019
n/a	Storm Water Management Report, August, 2019

Mighton Engineering:

<u>Dwg No.</u>	<u>Description</u>
SL1	Street Lighting Layout, June 19, 2019
SL2	Street Lighting Details, June 19, 2019

MacKinnon & Associates:

<u>Dwg No.</u>	<u>Description</u>
L3	Landscape Plan, June 4, 2019

SCHEDULE "E" OF THE SUBDIVISION AGREEMENT**ITEMIZED ESTIMATE OF COSTS OF CONSTRUCTION**
OF EACH PART OF THE WORKS

Cost estimate prepared by GM BluePlan Engineering, dated May 15, 2019, File 117131 with Total Estimated Construction Price of \$1,040,106.13 and Municipal share being \$116,060.66.

The parties agree to pay their share of the estimated construction price of the works described. The Owner shall pay its share of the Costs of Construction; the Township shall contribute the remainder reserving the right to recover contributions from adjacent land owners. Notwithstanding the Estimated Costs of Construction, the Owners and the Township agree to pay for the entire actual costs even if such costs are greater than the estimate. For greater certainty, the Township's share of the cost of the Works shall be capped at, and shall not exceed, \$122,000.00 inclusive of HST.

Process for Reimbursement of Township contribution-

- **Owner to invoice the township;**
- **township requires evidence of payment to constructor complete with detailed invoices / progress payment certificates;**
- **provided confirmation of engineer review;**
- **holdback in accordance with the construction act reflected on the invoice.**

SCHEDULE "F" OF THE SUBDIVISION AGREEMENT**LIST OF LOTS UNSUITABLE FOR BUILDING PURPOSES – SECTION 6.3**

None.

SCHEDULE "G" OF THE SUBDIVISION AGREEMENT

OWNER'S FINAL GRADING CERTIFICATE

The undersigned hereby certifies to The Corporation of the Township of Wellington North (the "Township") that the foundations of the buildings and structures and any openings in any such foundation walls constructed on the following property:

STREET NO.	STREET
MUNICIPALITY	
LOT/BLOCK	REGISTERED PLAN NO.

have been constructed, at or above the elevations illustrated on the overall Certified Building Lot Site Plan (as approved by or on behalf of the Township) referred to in the Subdivision Agreement registered against the title to the above property as shown on the as-built grading survey attached.

The undersigned further certifies to the Township that:

1. the final grading of the above referred to property has been completed in substantial compliance with the Certified Building Lot Site Plan referred to in the Subdivision Agreement;
2. the grade elevation of all lot boundaries and corners including the front lot corners of the property are in substantial compliance with the Certified Building Lot Site Plan; and
3. the above lot has been graded to provide positive drainage in front, rear and side yard and that there is no area of the property which is subject to ponding of water.

This certificate is given and delivered to the Township in full knowledge that the Township relies on this certification in providing a release of the applicable Subdivision Agreement affecting this property.

DATED at _____, Ontario this _____ day of _____, 201 .

Signature of Professional Engineer or OLS

Name and address of Professional Engineer or OLS

NOTE: Copies of this Owner's Final Grading Certificate are available at the Township's Building Department.

SCHEDULE "H" OF THE SUBDIVISION AGREEMENT

LANDS FOR MUNICIPAL PURPOSES TO BE CONVEYED TO THE TOWNSHIP

Jefferey Way – dedicated on the M-plan

LIST OF EASEMENTS TO BE GRANTED TO THE TOWNSHIP

Parts 1 – 7, Plan 61R- _____

SCHEDULE "I" OF THE SUBDIVISION AGREEMENT

NO OCCUPANCY AGREEMENT (Special Building Permit/Model Homes Section 8.11)

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of other good and valuable consideration and the sum of one dollar (\$1.00) of lawful money of Canada, the parties hereto mutually covenant and agree as follows:

1. In consideration of The Corporation of the Township of Wellington North issuing a building permit to the owner for _____, the Owner covenants and agrees that it will not apply for an occupancy permit until the following services have been installed to the satisfaction of the Township: _____.

2. The Township hereby acknowledges that it has a cash deposit from the Developer in the sum of \$ _____ who will use its best efforts to ensure that the above referred to services are completed by _____.

THIS AGREEMENT shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

SIGNED, SEALED AND DELIVERED

This _____ day of _____, 20__ .

MT. FOREST DEVELOPMENTS INC.

PER:

I have the authority to bind the corporation.

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

Mayor

Clerk

We have authority to bind the Corporation

SCHEDULE “J” OF THE SUBDIVISION AGREEMENT**APPLICATION FOR REDUCTION OF SECURITY**

(Section 9.3)

TO: *(Name of Township Engineer)*, Engineer, Township of Wellington North
 DEVELOPER: *(Name of Developer)*
 AGREEMENT: *(Date of Subdivision Agreement)*
 PROPERTY: *(Legal Description of Property)*
 APPLICATION NO.: *(Specify number of application)*

The undersigned, *(Name of Developer’s Engineer)* being the Developer’s Engineer, hereby confirms that the Works constructed as at the date of this Application have been installed by the Developer under the full time supervision of the Developer’s Engineer and in accordance with the requirements of the Subdivision Agreement between the Developer and the Township.

The Works installed to the date hereof and the calculation of the cost thereof are detailed in the schedule attached hereto.

Further, the undersigned Developer’s Engineer hereby confirms that the Works remaining to be constructed as at the date of this Application and the calculation of the estimated cost thereof are also detailed in the schedule attached hereto.

This Application is given and delivered to the Township Engineer with full knowledge that the Township Engineer and the Township will rely upon the information contained herein in granting a reduction of the security held by the Township pursuant to Section 9.2 of the said Subdivision Agreement affecting the above property.

DATED at _____, Ontario this _____ day of _____, 201 .

(Signature of Developer’s Engineer)

(Name of Developer’s Engineer)

SCHEDULE “K” OF THE SUBDIVISION AGREEMENT

FORM OF PARTIAL RELEASE:

PARTIAL RELEASE

IN FAVOUR OF

Herein called the “Owner”

WHEREAS the Owner entered into certain obligations in favour of The Corporation of the Township of Wellington North under an Agreement registered against the lands hereinafter described as Instrument No. _____.

AND WHEREAS the Owner has satisfied and fulfilled all of those obligations.

NOW THEREFORE The Corporation of the Township of Wellington North releases the Owner from the obligations contained in the said Agreement, with the exception of the lot grading provisions in Section 6.11 and certifies that all other provisions of the Agreement are no longer binding with respect to the said lands. The lands released hereby, subject to Section 6.11, are:

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Township of Wellington North (_____), County of Wellington and being composed of Lot _____, Registered Plan _____.

DATED this _____ day of _____, 201 .

Clerk

SCHEDULE "L" OF THE SUBDIVISION AGREEMENT**CONDITIONS OF DRAFT APPROVAL**

The Conditions of Approval for Draft Plan of Subdivision 23T-18001 contained in the Decision of The Corporation of the County of Wellington for File No. 23T-18001 dated the 2nd day of October, 2018 which is on file at the offices of The Corporation of the County of **Wellington, County of Wellington Administration Centre, 74 Woolwich Street, Guelph, Ontario N1H 3T9** and at the offices of **The Corporation of the Township of Wellington North, 7490 Sideroad 7 West, P.O. Box 125, Kenilworth, Ontario N0G 2E0.**

SCHEDULE "M" OF THE SUBDIVISION AGREEMENT

MT. FOREST DEVELOPMENTS INC. – Durham Street East Development, Mount Forest, Ontario

SPECIAL PROVISIONS AND EXCEPTIONS (SECTION 10)

In the event that there is any conflict between the provisions of this Schedule and the main agreement of which it forms a part or any other schedule thereto, the most onerous requirement of the Developer for the protection and enhancement of the public interest shall prevail unless the provision herein is expressly identified as an exception.

The following special provisions apply to this Agreement:

1. *Building Deposit Requirements (See also Section 8.9).* The Developer or lot Owner or their authorized contractor or agent shall at the time of applying for a building permit for each lot or block on the Plan deposit with the Township a Works Damage/Lot Grading Compliance Deposit in the amount of \$2,500.00, and a Trees/Driveway Ramp Deposit in the amount of \$2,000.00 with the Township, which deposits are intended to ensure that:
 - (a) any damages caused to municipal services or facilities adjacent to the construction site during construction of the residence are suitably repaired in accordance with the Township's current Municipal Servicing Standards and have been inspected and approved in writing by the Township's Engineer and that all construction debris is properly disposed of;
 - (b) that the parcel for which the permit is requested is graded as required by this Agreement, and that the Owner's Final Grading Certificate is provided and the Township has been reimbursed for the Township Engineer's charges for the said Certificate; and,
 - (c) that any required tree(s) in the street at the front of the lot and in the event of a corner lot at the side of the lot has/have been planted and driveway cuts and driveway ramps have been completed as required by this Agreement.
2. *Lot Entrances.* The Developer covenants that no driveway cuts or driveway ramps shall be installed, constructed or made until a building permit is issued for the lot to be served by such driveway ramp, and all driveway ramps shall be constructed in accordance with the Township's current Municipal Servicing Standards and this Agreement at the expense of the Developer or the lot owner as applicable.
3. That a detailed geotechnical investigation be prepared to the satisfaction of the Township of Wellington North's Engineer.
4.
 - (a) A detailed 'Storm Water Management Report' in accordance with the prevailing Ministry of the Environment, Conservation and Parks planning and design guidelines and other related technical criteria as determined by the Saugeen Valley Conservation Area. The Report shall detail the methods that will be used to control surface water flow within the development lands and abutting properties during and following construction. The Report shall also detail the methods that will reduce any negative impacts to water quality.

In the event that the "Stormwater Management Report" recommends the establishment of any stormwater works, detention or retention facilities, the subdivision agreement between the Owner and the Township shall contain a provision whereby the Township of Wellington North will assume ownership, operation and maintenance responsibility of same in perpetuity.

- (b) A detailed 'Lot Grading Plan' prepared in accordance with the prevailing Ministry of the Environment, Conservation and Parks planning and design guidelines and other related technical criteria as determined by the Saugeen Valley Conservation Area.
 - (c) An 'Erosion and Sedimentation Control Plan' indicating the means whereby erosion will be minimized and sediment contained on-site and from abutting properties throughout all phases of grading and construction and shall include a maintenance plan and provision for timely revegetation of the site. The Plan shall also detail the methods that will reduce any negative impacts to water quality.
5. The developer will get written permission from the owner of 344 Durham Street East to proceed with grading changes on their property as proposed in the Drainage Plan.

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

BY-LAW NUMBER 086-19

**BEING A BY-LAW TO AUTHORIZE A SITE PLAN AGREEMENT
Part Lot 5 W/S Main St PI Town Mount Forest; Part Lot 6 W/S
Main St PI Town Mount Forest as in RON97023 Wellington North;**

WHEREAS 209 Mount Forest Inc. is the registered Owner

WHEREAS it is deemed expedient to enter into such an Agreement with Mt. Forest Developments Inc. on the following lands:

Part Lot 5 W/S Main St PI Town Mount Forest; Part Lot 6 W/S Main St PI Town Mount Forest as in RON97023 Wellington North

Property Identifier Number being 71064-0090 LT;

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

1. The Corporation shall enter into a Site Plan Agreement with 209 Mount Forest Inc. in the form, or substantially the same for as the draft Agreement attached hereto as Schedule 1.
2. The Mayor and the Clerk of the Corporation are hereby authorized and directed to sign the By-law to enter into the Agreement on behalf of the Corporation
3. And the Clerk be hereby directed to cause notice of the said Agreement to be registered on the title to the lands.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 7th DAY OF OCTOBER, 2019.**

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

**SCHEDULE A
SITE PLAN CONTROL AGREEMENT**

THIS AGREEMENT made this 7th day of October, 2019.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
(the "Township")
OF THE FIRST PART

-and-

209 MOUNT FOREST INC.
(the "Owner")
OF THE SECOND PART

WHEREAS the Owner is the registered owner of the Lands described as PT LT 5 W/S MAIN ST PL TOWN OF MOUNT FOREST MOUNT FOREST; PT LT 6 W/S MAIN ST PL TOWN OF MOUNT FOREST MOUNT FOREST AS IN RON97023; WELLINGTON NORTH

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

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

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

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

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

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

5. The Owner agrees that all surface and roof drainage will be controlled on the Lands and taken to an outlet with catch basins, where necessary, in a manner approved by the Township and/or the County of Wellington.
6. The Owner agrees that snow shall be removed from the parking lot area for the Lands.
7. The provisions set out in Schedule "B" to this Agreement are site specific requirements that relate to the Lands and, to the extent that there is any inconsistency or conflict between the two sets of provisions, the terms of Schedule "B" shall prevail.
8. The Owner agrees to dedicate to the Township, free and clear of all encumbrances, all easements and lands required by the Township for the construction, maintenance and improvement of any existing or newly required watercourses, ditches, land drainage works and sanitary sewage facilities on the Lands and, on request by the Township, to deliver the properly executed documents in registrable form to the Township in order to complete the dedication to the Township and to pay all costs incurred by the Township in respect to the aforementioned dedications.
9. The Owner shall, where required by Township and/or County of Wellington resolution, dedicate to the Township and/or to the County widening of highways that abut on the Lands at no cost to the Township and/or County, free and clear of all encumbrances.
10. The Owner hereby releases and indemnifies the Township, and, where applicable, the County of Wellington, its servants, agents and contractors from any and all liability and associated costs, claims or demands in respect of the proper maintenance and operation of the matters and facilities required by virtue of this Agreement.
11. In the event works are to be performed by the Owner, its servants or its agents on lands owned by or to be conveyed to the Township,
 - (a) The Owner shall supply the Township with a comprehensive liability insurance policy in form satisfactory to the Township, holding the Township, its servants or agents, harmless for claims for damages, injury or otherwise in connection with the work done by the Owner, its servants or agents in or adjacent to the lands to be developed under this Agreement in the amount of Five Million (\$5,000,000.00) Dollars inclusive. The Township and the Township Engineer are to be named as insureds in the said policy.
 - (b) The Owner shall, upon the earlier of (a) commencing any works on the Lands, or on lands owned by the Township, (b) applying for a building permit, supply the Township with cash or a Letter of Credit (the "security") in form satisfactory to the Chief Administrative Officer (CAO) and in an amount of ONE HUNDRED AND FIFTEEN THOUSAND, SEVEN HUNDRED AND SIXTY SEVEN DOLLARS AND FIFTY EIGHT CENTS (\$115,767.58) sufficiently guaranteeing the satisfactory completion of the site works on Township property described in or contemplated by this Agreement and further guaranteeing the workmanship and materials and the repair of all damage to works or facilities required by this Agreement for a period of two (2) years from the date that such works are constructed receive written approval from the Township Engineer. The security must further guarantee payment to the Township of all inspection or other costs that the Township may incur as a result of this Agreement. When the work is completed to the satisfaction of the Township Engineer, the Letter of Credit may be reduced to an amount equal to Ten (10%) per cent of the original amount, plus any applicable Statutory Holdbacks, as determined by the Township Engineer and shall not be further reduced until the Township Engineer has approved the works at the end of the said two (2) year period.

- (c) Within six (6) months of substantial performance of the off-site works, the Owner's Engineer shall submit to the Township As Built drawings for the Works completed, within the Township's lands, to the satisfaction of the Township.
 - (d) All sewers and services (sanitary and storm) that are constructed within Township lands shall be tested in accordance with the applicable OPSS specifications for sewer installations including, but not limited to, deflection testing and CCTV inspection. All sewer testing results shall be provided to the Township and shall be to the satisfaction of the Township.
12. In the event works are to be performed by the Owner, its servants or its agents on lands other than lands owned by the Township, the Owner shall:
- a) provide the Township with, prior to the execution of this Agreement by the Township, a letter of credit or other satisfactory security in an amount equal to 50% to a maximum of FIFTY THOUSAND (\$50,000) of the cost of works and facilities relating to storm drainage, surface treatment of parking areas, landscaping, buffer strips, fencing, grading, curbing and similar physical improvement works.
 - b) complete the said works and facilities within a period of one (1) year from the date of issuance of a building permit, or within one (1) year of the execution of this agreement by the Township if no building permit is required by the development provided for herein, and provide satisfactory proof of completion of the said works including survey, engineering, architectural (including landscape architect where required), or another professional certification, at the owner's sole expense.
 - c) Upon failure of the owner to complete the said works and facilities within the said one year period, the Township may draw on the said letter of credit or other satisfactory security, such amount or amounts as may be required to pay for the work done or to be done pursuant to the provisions of this section and the Township and/or its authorized agents are hereby authorized to enter upon the lands to perform the said works and facilities.
- Section 427 of the Municipal Act, S.O. 2001, c. 25, as amended, applies to this Agreement and in the event the Owner fails to perform the works and facilities required to be done herein, such works and facilities may be done by the Township at the Owner's expense and the Township may recover the expense in doing so by action or the same may be recovered in like manner as municipal taxes
13. The Owner shall grade the lands and maintain the grading elevations in order to provide for surface drainage which shall be as provided for in the Site Plan. The Owner shall not use or cause or permit to be used any new construction on the lands until after an as-built grading survey has been provided and a professional engineer or architect has given Township, at the Owner's expense, a letter of compliance for grading and drainage and Storm Water Management and signed by the engineer or architect certifying that all services, structures, works and facilities on or in the said lands which fall within the provisions of Section 41 of the Act and are required for this development by the Site Plan and this Agreement and not contained within a building, have been installed and completed in a manner satisfactory to the engineer or architect.
14. The Owner is responsible for dust control of all dust resulting from the development, whenever necessary. To eliminate dust, the owner may be required to apply dust suppressants, covering stockpiles of topsoil with tarps or applying ground cover to the areas that have been stripped and left undeveloped at the direction of the Township.
15. This Agreement shall be registered against title to the Lands at the Owner's expense. It is understood and agreed that, after this Agreement has been registered against title, it shall not be released by the Township. After all terms

and conditions of this Agreement have been complied with to the satisfaction of the Township, the Township, upon request and at the Owner's expense, shall issue a Certificate of Compliance certifying compliance with this Agreement to the date of the Certificate.

16. The Owner hereby grants to the Township, its servants, agents and contractors a license to enter onto the Lands and into structures for the purpose of inspecting the works and the Lands or for any other purpose pursuant to the rights of the Township under this Agreement.
17. The Owner shall obtain from all mortgagees, charges and other persons having an interest in the Lands a postponement of their respective interests to this Agreement in a form satisfactory to the Township and said postponement(s) shall be registered against title to the Lands at the expense of the Owner so that this Agreement shall have priority over all other interests registered against the Lands. The Owner acknowledges and agrees that the site plan approval in respect of the Lands shall be conditional upon obtaining the above postponement documents and registering them against title to the Lands.
18. The covenants, agreements, conditions and understandings set out herein and in Schedules "B" hereto, which form part of this Agreement, shall run with the Lands and shall enure to the benefit of and be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns, as the case may be.
19. Nothing in this Agreement constitutes a waiver of the Owner's duty to comply with any By-law of the Township or any other law.

THIS AGREEMENT is executed by the Township this 7th day of October, 2019.

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

Andrew Lennox – Mayor

Karren Wallace – Clerk
We have authority to bind the corporation.

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

209 MOUNT FOREST INC.
Per:

Adam Bholat - President
I have authority to bind the corporation.

SCHEDULE "A"**Approved Plan and Documents**

Document Name	Last Revision Date	Prepared By
A-1.0 Site Plan	Sep. 17, 2019	n Architecture Inc.
A-1.1 Composite Plan	Sep. 17, 2019	n Architecture Inc.
C-1.0 Site Grading Plan	Sep. 17, 2019	n Architecture Inc.
C-2.0 Site Servicing Plan	Sep. 17, 2019	n Architecture Inc.
C-3.0 Erosion & Sediment Control Plan	Sep. 17, 2019	n Architecture Inc.
C-4.0 Standard Details & Notes	Sep. 17, 2019	n Architecture Inc.
S1 Fence Footing	Jul. 22, 2019	n Architecture Inc.
SE-1 Photometric Lighting Layout	Sep. 13, 2019	GAC Engineering Services Inc.
L1-01 Landscape Plan	Aug. 27, 2019	Marton Smith Landscape Architects
LD-01 Landscape Details	Aug. 27, 2019	Marton Smith Landscape Architects
Vehicle Turning Plans and Traffic Letter	Nov. 8, 2018	Paradigm Transportation Solutions Ltd.
Servicing & Stormwater Management Report	Jul. 4, 2019	n Architecture Inc.

SCHEDULE "B"

Site Specific Requirements

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

1. Commencement of construction may not proceed until the Township has received an Environmental Compliance Approval from the Ministry of the Environment, Conservation and Parks, for the SWM works, or otherwise provide proof that an Environmental Compliance Approval is not required by the Ministry of the Environment, Conservation and Parks.
2. The Owner agrees that all of the services, works, facilities and matters required under this Agreement located on the lands shall be maintained for the life of the proposed development covered by the Site Plan at the Owner's cost and expense and the Owner shall give the Township and its agents reasonable access on reasonable notice to the lands for the purpose of verification of compliance with the terms of this Agreement. This requirement includes, but is not limited to, the annual inspection and cleaning of the oil grit separator structure and all catch basins.
3. The Owner shall comply with all applicable environmental Acts and Regulations. If subsurface (e.g. petroleum) contamination is encountered on Township lands, it shall be remediated in compliance with environmental regulations and to the satisfaction of the Township.

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

BY-LAW NUMBER 087-19

**BEING A BY-LAW TO AUTHORIZE A DEVELOPMENT
AGREEMENT**

WHEREAS it is deemed expedient to enter into such an Agreement with Maple Ridge Estates Inc. (Coffey) on the following 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:

PT LT 20 CON WOSR, DIVISION 3 ARTHUR TOWNSHIP; PT LT 20 CON WOSR, DIVISION 4 ARTHUR TOWNSHIP PTS 1-5, 60R2972; S/T RON78961; WELLINGTON NORTH

Property Identifier Number (PIN): 71083-0029 (LT) LRO #61

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

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

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 7th DAY OF OCTOBER, 2019.**

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

SCHEDULE A

SUBDIVISION AGREEMENT

Between

MAPLE RIDGE ESTATES INC.

- and -

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

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

TOWNSHIP OF WELLINGTON NORTH

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TOWNSHIP OF WELLINGTON NORTH
SUBDIVISION AGREEMENT

THIS AGREEMENT made on the _____ day of October, 2019.

BETWEEN:

MAPLE RIDGE ESTATES INC.
(the "Developer")

- and -

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
(the "Township")

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

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

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

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

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

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

SECTION 1 – ORDER OF PROCEDURE

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

Sewage Collection System, and the Storm Sewer System and Storm Water Management Works; and

1.3.3 provide written confirmation of approval from all applicable authorities required for drainage, road crossings, encroachments, or easements from the Township, County, Conservation Authority, the Ministry of Transportation of Ontario and any other authority having jurisdiction.

1.4 Prior to the making of application for building permits the Developer shall:

1.4.1 obtain Final Approval of the Plan from the County and have obtained registration of the Plan;

1.4.2 comply with all requirements of Section 8.9 of this Agreement.

1.5 Prior to any person occupying any building within the Subdivision the Developer shall:

1.5.1 comply with all the requirements of Section 8.10 of this Agreement.

SECTION 2 – LIST OF ATTACHED SCHEDULES

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

2.1 Schedule “A” - Description of Lands being Subdivided.

2.2 Schedule “B” - Identification of Draft Plan.

2.3 Schedule “C” - Township of Wellington North Municipal Servicing Standards (Current).

2.4 Schedule “D” - Works to be Constructed.

2.5 Schedule “E” - Itemized Estimate of Cost of Construction of Each Part of the Works.

2.6 Schedule “F” - List of Lots Unsuitable for Building Purposes.

2.7 Schedule “G” - Owner’s Final Grading Certificate.

2.8 Schedule “H” - List of Lands for Municipal Purposes and Easements to be Granted to the Township.

2.9 Schedule “I” - No Occupancy Agreement.

2.10 Schedule “J” - Application for Reduction of Security.

2.11 Schedule “K” - Form of Partial Release.

2.12 Schedule “L” - Conditions of Draft Approval.

2.13 Schedule “M” - Special Provisions and Exceptions (Section 10).

SECTION 3 – INSTALLATION OF SERVICES

3.1 General Obligations

The Developer shall comply with all requirements of this Agreement, including the requirements and/or conditions set out or identified in the Schedules which are attached to and form part of this Agreement, to the satisfaction of the Township, and with respect to the Conditions of Draft Approval described in Schedule “L” to

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

3.2 Township’s Engineering, Planning and Legal Costs

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

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

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

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

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

3.3 Developer’s Engineer

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

3.3.1 to prepare designs;

3.3.2 to prepare and furnish all required drawings;

3.3.3 to prepare the necessary contract(s);

3.3.4 to obtain the necessary approvals in conjunction with the Township and the Ministry of the Environment, Conservation and Parks, and other authorities having jurisdiction;

3.3.5 to provide the field layout, the contract administration and the full time supervision of construction;

- 3.3.6 to maintain all records of construction and upon completion, to advise the Township Engineer of all construction changes and to prepare final “as constructed” drawings. Electronic (AutoCAD Release 2014 or later and Adobe Acrobat pdf) and hard copies of the “as constructed” drawings shall be submitted to the Township prior to the issuance of the Certificate of Final Acceptance (refer to current Township Municipal Servicing Standards for current as constructed drawing submission requirements);
- 3.3.7 to act as the representative of the Developer in all matters pertaining to the construction;
- 3.3.8 to provide co-ordination and scheduling to comply with the timing provisions of this Agreement and the requirements of the Township Engineer, for all works specified in this Agreement; and
- 3.3.9 to provide certification that the installation of services was in conformance to said plans, documents and specifications, such certification to be in a form acceptable to the Township Solicitor and the Township Engineer.

3.4 Works to be Installed

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

3.5 Approval of Plans

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

3.6 Notification of Commencement

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

3.7 Progress of Works

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

Township, then upon the Township giving seven (7) days written notice by prepaid registered mail to the Developer, the Township may, without further notice enter upon the Lands and proceed to supply all materials and to do the necessary work in connection with the installation of the Works, including the repair or reconstruction of faulty work and the replacement of materials not in accordance with the specifications, and to charge the cost thereof together with an engineering fee of ten percent (10%) of the cost of such materials and works to the Developer who shall forthwith pay the same upon demand. If the Developer fails to pay the Township within thirty (30) days of date on the bill, the money owing may be deducted from the cash deposit, letters of credit, or other securities. It is understood in the event that the Township must enter upon the Lands and have the Works completed or repaired as outlined above any or all original plans, documents and specifications prepared by the Developer's Engineer must be provided to the Township Engineer if required. It is understood and agreed between the parties hereto that such entry upon the Lands shall be as agent for the Developer and shall not be deemed for any purpose whatsoever, as an acceptance or assumption of the Works by the Township. The Township, in addition to all other remedies may refuse to issue building permits until the Works are completely installed in accordance with this Agreement and to the satisfaction of the Township.

3.8 Scheduling of Works

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

3.9 Contractor

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

3.10 Utility Costs and Charges

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

3.11 Access Roads

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

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

3.12 Movement of Fill

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

3.13 Damage to Existing Plant

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

3.14 Signs

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

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

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

3.15 Testing

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

3.16 Erosion and Silting Control

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

3.17 Emergency Access

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

3.18 Construction Refuse and Weeds

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

3.19 Dust Control

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

3.20 Street Names

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

3.21 Municipal Street Numbers

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

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

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

SECTION 4 – ACCEPTANCE OF WORKS

4.1 Stages of Construction and Services

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

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

4.2 Inspection and Preliminary Acceptance of Works

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

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

4.3 Final Acceptance of the Works

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

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

4.4 Acceptance During Winter Months

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

4.5 Use of Works by Township

The Developer agrees that:

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

4.6 Replacement of Survey Bars

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

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

4.7 Ownership of Services

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

SECTION 5 – MAINTENANCE OF WORKS

5.1 Maintenance of Works

The Developer will be responsible for the repair and maintenance of all Subdivision services and Works including hydro costs for street lights, until a Certificate of Final Acceptance is issued by the Township. This maintenance period shall extend for two (2) years from the date of the Certificate of Preliminary Acceptance for each stage of the Works. If during this period, the Developer fails to carry out maintenance work within seventy-two (72) hours after receipt of the request from the Township, then the Township Engineer or Director of Operations or delegate may without further notice undertake such maintenance work and the total costs of such work including engineering fees shall be borne by the Developer. If the Developer fails to pay the Township within thirty (30) days of the date of billing then the money owing may be deducted from the deposited securities. Towards the end of the maintenance period, the Developer shall make written request to the Township for a final inspection to be made in respect to the issuance of the Certificate of Final Acceptance.

5.2 Road Maintenance

5.2.1 The Developer will be responsible for the maintenance of the roads until final acceptance.

5.2.2 Summer maintenance shall include grading, dust control and general clean-up of the site.

5.2.3 The Developer shall be responsible for all winter road maintenance within the Subdivision. In the event that proper vehicular access or snow removal is not provided by the Developer, the Township, through its servants, contractors or agents may provide access and remove snow without notice to the Developer. Such removal of snow shall be only carried out at times deemed to be an emergency by the Township's Roads Department. All costs of such work shall be paid by the Developer within thirty (30) days of date of billing or otherwise may be deducted from the deposited securities. The Developer further agrees that any

work done by the Township pursuant to this Agreement before the roads are accepted by the Township shall not be deemed in any way, to be an acceptance by the Township of the roads in the said Subdivision upon which such work is done. The Developer acknowledges that the Township in providing access by removing snow may damage or interfere with the works of the Developer and cause damage to such works and the Developer hereby waives all claims against the Township that he might have arising therefrom and covenants that he will make no claim against the Township for such interference or damage. Representation may be made requesting that the Township consider entering into a separate agreement with the Developer to undertake the winter road maintenance within the Subdivision.

5.3 Emergency Repairs

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

SECTION 6 – DRAINAGE AND LANDSCAPE DESIGN

6.1 Drainage

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

6.2 Preservation of Trees

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

6.3 Lots Unsuitable for Building

Any Lot which will require special attention in order to be serviced will be listed in Schedule “F” of this Agreement. Prior to the making of an application for the issuance of a building permit for any Lot listed in Schedule “F”, the Developer’s Engineer must submit a letter to the Township Engineer outlining the measures to be taken to correct the problems on the Lots. This proposal must be approved prior to applying for a building permit.

6.4 Lot Grading

All Lands shown within the Plan shall be graded in general conformity with the Lot Grading Plan, including fill and excavation as required for the full width and length of the grades and levels, and to the specifications, requirements and satisfaction of the Township Engineer; provided that for residential Lots and Blocks, grading must be brought within zero decimal five (0.5) metres of the final grade and further residential development may complete the grading. All work done by the Developer must be of such a nature as to ensure that the integrity and intent of the overall Lot Grading Plan is functional until the Lands are fully developed.

6.5 Obligation to Complete Grading According to Lot Grading Plan

The Lands shall be graded in general conformity with the grades and elevations shown on the Lot Grading Plan and in compliance with Section 6.6.

6.6 Certified Building Lot Site Plan

Subject to Section 8.9 herein, no building shall be constructed on a Lot or Block within the Plan until:

- 6.6.1 a Building Lot Site Plan bearing the signature and seal of an Ontario Professional Engineer holding a Certificate of Authorization from Professional Engineers Ontario or who is employed by a partnership or corporation holding such Certificate of Authorization to offer professional engineering services to the public (the "Professional Engineer") or a Registered Ontario Land Surveyor who certifies thereon that it generally conforms with the Lot Grading Plan has been filed with the Chief Building Official of the Township showing:
 - 6.6.1.1 the proposed finished elevation of these lands at each corner of the Lot or Block;
 - 6.6.1.2 the proposed finished elevation of these lands at the front and rear of the building;
 - 6.6.1.3 the proposed finished elevations of the underside of the footings and the proposed finished height of the foundation of the building;
 - 6.6.1.4 the proposed finished elevation of any retaining walls, the proposed elevation of any walk-out onto these lands from the basement of the building, and the proposed elevation of any basement window openings;
 - 6.6.1.5 the proposed finished elevation and slope of any driveway and the proposed location of any swale or rear yard catch basin;
 - 6.6.1.6 any abrupt changes in the proposed finished elevation of these lands; and

- 6.6.1.7 the Lot and Registered Plan number, the municipal address for the subject Lot or Block and the proposed location of the building thereon in relation to the Lot or Block boundaries.
- 6.6.2 The Developer hereby agrees that the existing property line grades abutting developed land are not to be altered or disturbed, except as approved otherwise by the Township Engineer.
- 6.7 Owner's Final Grading Certificate
- 6.7.1 No newly constructed building shall be occupied or used unless there is filed, prior to occupancy, in the case of substantial completion on or between June 1 and October 31, or,
- 6.7.2 by the following June 1, in the case of substantial completion on or between November 1 and May 31 next,
- 6.7.3 with the Township Chief Building Official an Owner's Final Grading Certificate in the form attached as Schedule "G" bearing the signature and seal of the Developer's Engineer at the Owner's expense verifying that the actual finished elevation and grading of these lands generally conform with the Lot Grading Plan and the Certified Building Lot Site Plan, and the Township has been reimbursed for the Township Engineer's charges for the Certificate.
- 6.7.4 If occupancy occurs between November 1 and May 31 next and an Owner's Final Grading Certificate as described in Section 6.7.3 is not filed prior to occupancy with the Township Chief Building Official, then the Owner shall provide the Township Chief Building Official with a written undertaking to file the Owner's Final Grading Certificate with the Township Chief Building Official by the following June 1.
- 6.7.5 If and when the Owner's Final Grading Certificate is accepted by the Township Chief Building Official that the Lands generally conform with the Lot Grading Plan and the Certified Building Lot Site Plan, the Damage/Lot Grading Deposit referred to in Section 8.9.8.1 is returnable to the Owner subject to the provisions of Section 6.7.6 and Section 8.9.8.2 of this Agreement.
- 6.7.6 The Owner agrees that, should drainage rectification or repairs to damaged municipal works become necessary in the absolute discretion of the Township, and the Owner fails to make such rectification when so instructed by the Township, the Township may, at its option, undertake the correction of such drainage and all costs over and above the two thousand five hundred dollar (\$2,500.00) deposit (See Section 8.9.8.1) shall be charged back to the Owner and shall include a management fee of fifteen percent (15%) of the cost of labour and material and shall be a charge against the Lot or Block for which regrading was carried out and shall be payable forthwith. The Owner agrees that neither it nor its successors or assigns will alter the grading or change the elevation or contour of the land except in accordance with drainage plans approved by the Township.

6.8 Obligation to Maintain Grading

After the building Lot or Block is graded in accordance with the Lot Grading Plan and the Certified Building Lot Site Plan, no change shall be made to the actual finished elevation and grading of the building Lot or Block in any way that results in a material alteration of drainage on or across the building Lot or Block or adjacent lands from that shown on the Lot Grading Plan for the adjacent lands or the Owner's Final Grading Certificate for the building Lot or Block. It is agreed and understood that subsection 51 (26) of the Planning Act, R.S.O. 1990, c.P.13 applies and the Township shall enforce this provision against the Developer and all subsequent owners of any Lot or Block, and in addition or alternatively the Township may, in the event that this subsection is contravened, direct that the contravention be remedied by the owner failing which the Township may proceed to remedy the contravention at the owner's expense and it is agreed that the cost thereof may be added to the tax roll and collected in the same manner as taxes.

6.9 Prevention of Surface Water Flow

The Developer and each subsequent owner shall not block, impede, obstruct or prevent the flow of surface water as provided for in the Drainage Plan, the Lot Grading Plan or the Certified Building Lot Site Plan over any Lot or Block by the construction, erection or placement thereon of any damming device, building, structure or other means. It is agreed and understood that subsection 51 (26) of the Planning Act, R.S.O. 1990, c.P.13 applies and the Township shall enforce this provision against the Developer and all subsequent owners of any Lot or Block, and in addition or alternatively the Township may, in the event that this subsection is contravened, direct that the contravention be remedied by the owner failing which the Township may proceed to remedy the contravention at the owner's expense and it is agreed that the cost thereof may be added to the tax roll and collected in the same manner as taxes.

6.10 Erosion Control

The Developer shall construct silt fences or other facilities as required during construction to control overland flows from this Subdivision to ensure that mud, silt, construction debris, or other contaminant does not adversely affect abutting properties, all to the specifications of the Township Engineer.

6.11 Maintenance of Lot Grading

The facilities and works required by Section 6 shall be provided and maintained by the Developer or subsequent owner of each lot from time to time at such party's sole risk and expense.

SECTION 7 – LANDS TO BE CONVEYED

7.1 Lands for Municipal Purposes

The Developer shall convey in fee simple a good title free from encumbrances to the Township lands for municipal purposes other than roads, which shall be mutually agreed upon by the Developer and the Township, or to make a cash payment in lieu thereof as stipulated by the Township and also to convey to the Township in fee simple, the 0.3-metre reserves and other lands required by the Township. The deeds/transfers for such lands are to be approved by the Township Solicitor and thereafter forthwith registered and deposited with the Township Clerk. The cost for preparation and registration of the said deeds/transfers shall be paid by the Developer. A list of lands for municipal purposes to be conveyed to the Township shall be set out in Schedule “H” of this Agreement. Where applicable Section 4.3 (Final Acceptance of the Works) must be complied with.

7.2 Easements

The Developer agrees to grant at its expense all such easements and rights-of-ways as may be required for the installation and supply of services to the Subdivision. The Developer shall provide evidence in writing to the Township that easements have been conveyed as required by other utility companies for telephone, natural gas or similar services. A list of easements and rights-of-ways to be granted to the Township shall be set out in Schedule “H” of this Agreement.

SECTION 8 – ADMINISTRATION

8.1 Voiding Agreement

In the event that the Plan is not registered within one (1) year from the date of the signing of this Agreement, the Township may at its option declare this Agreement to be null and void. All costs incurred shall be deducted from the deposit paid by the Developer to the Township pursuant to this Agreement or any other agreement between the Developer and the Township referred to herein.

8.2 Developer’s Expense

Every provision of this Agreement by which the Developer is obligated in any way shall be deemed to include the words “at the expense of the Developer” and “as approved or accepted by the Township”, unless specifically stated otherwise.

8.3 Phasing

8.3.1 The Township may instruct the Developer to construct the Works in particular phases suitable to it and the Developer must comply. If the Township does not so instruct the Developer, before commencement of any of the Works the Developer

may request the Township's permission to divide the area of the Subdivision into convenient phases.

- 8.3.2 If the construction of the Works is to be phased, then in lieu of furnishing securities as required in Section 9 of this Agreement for the whole of the Works the Developer may furnish the required securities for that part of the Works to be constructed in each phase(s) subject to compliance with the provisions of Sections 8.3.3 to 8.3.6, both inclusive, of this Agreement.
- 8.3.3 The Land upon which the Works is to be constructed in a future phase shall be made subject to a specific Holding Zoning ("H") provision by means of a by-law to be passed by the Township under Section 36 (1) of the Planning Act, R.S.O. 1990, c.P.13 at the Developer's expense.
- 8.3.4 Prior to the commencement of the construction of the Works within the Land made subject to a Holding Zoning ("H") provision under Section 8.3.3 of this Agreement and after the deposit with the Township of the securities as set out elsewhere in this Agreement for such Land along with a written request from the Developer, the Township shall at the Developer's expense pass a by-law under the said Section 36 to remove the Holding Zoning ("H") provision.
- 8.3.5 Before proceeding with an additional phase the Developer shall obtain the written approval of the Township and no Works shall be permitted to be installed and no building permits issued until this approval has been given in writing by the Township.
- 8.3.6 Unless Section 8.15 herein has been complied with, commencement of construction within any subsequent phases of this Subdivision, or other subdivisions of the Developer herein within the Township of Wellington North, may not proceed.

8.4 Developer's Liabilities

Until the Township has issued the Certificate of Final Acceptance for the Works, the Developer shall indemnify the Township against all actions, causes of action, suits, claims and demands whatsoever which may arise either directly or indirectly by reason of the Developer undertaking the Plan.

8.5 Insurance

The Developer shall obtain and maintain in full force and effect a policy of comprehensive general liability insurance, providing coverage for a limit of not less than \$5,000,000.00 for each occurrence of a claim of bodily injury (including personal injury), death or property damage, including loss of use thereof, that may arise directly or indirectly out of the acts or omissions of the Developer. Such policy or policies shall be issued in the joint names of the Developer, the Township and the Township's consulting engineer and the form and content shall be subject to the approval of the Township. The policy shall be in effect for the period of this agreement. The issuance of such policy or policies of insurance

shall not be construed as relieving the Owner from responsibility for other or larger claims, if any, for which it may be held responsible. Proof of insurance shall be provided on an annual basis. The policy shall specify that it cannot be altered, cancelled or allowed to lapse unless prior notice by registered mail has been received thirty (30) days in advance by the Township.

8.6 Legal Notice to Developer

Any notice required to be given hereunder may be given by registered mail addressed to the Developer at its principal place of business and shall be effective as of the date of the deposit thereof in the Post Office.

8.7 Registration

The Developer consents to the registration of this Agreement upon the title to the Land both before and after registration of the Plan at the sole discretion of the Township and at the expense of the Developer.

8.8 Mortgagee Postponement and Subordination

The Developer covenants and agrees, at its own expense, to obtain and register such documentation from its mortgagees or encumbrance holders as may be deemed necessary by the Township to postpone and subordinate their interest in the lands to the interest of the Township to the extent that this Agreement shall take effect and have priority as if it had been executed and registered before the execution and registration of the document or documents giving to the mortgagees and/or encumbrance holders their interest in the lands.

8.9 Requirements for Building Permits

The approval of the Plan by the Township or the acceptance by the Township of the Works shall not be deemed to give any assurance that Township building permits, when applied for will be issued in respect of the Lots or Blocks shown on the Plan. Notwithstanding the foregoing, the Developer agrees that it, or anyone claiming title from it or under its authority, shall not apply for any building permits for Lots or Blocks within the Plan until the requirements hereinafter set out have been carried out to the satisfaction of the Township. It is agreed that a copy of this Section 8.9 shall be delivered by the Developer to each and every purchaser of land within the Plan and to each and every builder obtaining a building permit for any Lot or Block or part of a Lot or Block within the Plan and the Developer shall extract a covenant similar to this covenant from all such purchasers and builders. The Township shall have the right to refuse any such application until:

- 8.9.1 Preliminary Acceptance has been granted for Stage 1 and Stage 2 servicing for that phase of the Subdivision, and the lands and easements in Schedule "H" have been conveyed and granted to the Township;

- 8.9.2 the Developer has provided satisfactory documentation to the Township Engineer that Stage 3 of the Subdivision servicing will be completed within six (6) weeks of the date of the issuance of the building permit;
- 8.9.3 the Developer has provided sufficient documentation to the Township Engineer confirming that the remaining underground services, telephone, cable tv, and gas are being scheduled for installation;
- 8.9.4 approval of the Township has been obtained for the construction of any buildings to be erected on Lots or Blocks that may be listed in Schedule “F” hereto;
- 8.9.5 the signs denoting “Unassumed Roads” have been installed at the entrances to the Subdivision;
- 8.9.6 all dead trees within the limit of the Plan have been removed;
- 8.9.7 all street identification signs and traffic signs required by this Agreement have been installed and are in place; and
- 8.9.8.1 payment to the Township by cash or letter of credit in the amount of \$2,500.00 the Works Damage/Lot Grading Compliance Deposit (herein “Damage/Lot Grading Deposit”) provided for in Schedule “M” of which the sum of \$100.00 is non-refundable.
- 8.9.8.2 The balance of the Damage/Lot Grading Deposit shall be refundable in whole or in part after the building has been constructed and occupied, all required CCTV inspections have been completed and submitted with functionality results satisfactory to and approved by the Township, an Owner’s Final Grading Certificate has been filed with and accepted by the Township Chief Building Official and the required service connections have been made and all damages to the Works which form the subject matter of this Agreement resulting from house building and/or landscaping activities on the subject Lot or Block have been repaired to the satisfaction of the Township Chief Building Official and Township Director of Operations.
- 8.9.8.3 With respect to lot grading rectification and return of the Damage/Lot Grading Deposit, see also Section 6.7.6 of this Agreement.
- 8.9.8.4 With respect to repair of damage to the Works, in the event that the Owner fails to repair the damage to the Works when so instructed by the Township Chief Building Official or Township Director of Operations, the Township may, at its option, undertake the repair of such damage and all costs over and above the \$2,500.00 deposit shall be charged back to the Owner and shall include a management fee of fifteen percent (15%) of the cost of labour and material, shall be a charge against the Lot or Block for which repairs were carried out, and shall be payable forthwith;
- 8.9.9.1 payment to the Township by cash or letter of credit in the amount of \$2,000.00 the Trees/Driveway Ramp Deposit provided for in Schedule “M” of which the sum of \$100.00 is non-refundable.
- 8.9.9.2 The balance of the Trees/Driveway Ramp Deposit shall be refundable in whole or in part after any required trees have been planted on the public highway and the

required driveway entrance ramp leading to the Lot has been completed, and in the event that the Owner fails to provide and complete the trees and the driveway ramp when so instructed by the Township Chief Building Official or Township Director of Operations, the Township may, at its option, undertake the provision of the trees and driveway ramp and all costs over and above the \$2,000.00 deposit shall be charged back to the Owner and shall include a management fee of fifteen percent (15%) of the cost of labour and material, shall be a charge against the lot, and shall be payable forthwith;

8.9.10 payment to the Township by cash in the amount of the current applicable Development Charge(s) per Lot or Block in the Plan under the Development Charges By-law of the Township; and

8.9.11 a Certified Building Lot Site Plan has been filed with the Chief Building Official of the Township pursuant to Section 6.6.

8.10 Requirements for Occupancy

Subject to Section 8.11 herein, no building erected on the Lots or Blocks within the Plan shall be occupied until a Certificate of Inspection re: Readiness for Occupancy has been issued by the Township Chief Building Official and the said Certificate shall not be issued until:

8.10.1 preliminary Acceptance has been granted for Stage 3 servicing for the phase of the Subdivision including the Lot or Block;

8.10.2 the roadway from the entrance of the Subdivision to and including the Lot or Block of which the building is a part, has received the base course asphalt;

8.10.3 the electrical distribution plant including street lights have been installed and approved by Wellington North Power Inc. and any other applicable utility company;

8.10.4 the traffic and street signs have been installed and approved by the Township Engineer;

8.10.5 a certificate issued by an OLS has been given by the Township Chief Building Official that the building location is in compliance with the Zoning By-law of the Township;

8.10.6 subject to Section 6.7.4, Section 6.7 has been complied with (and the Township has been reimbursed for the charges described in Section 6.7.3) and the final grading of the Lot or Block is in conformity with the overall grading plan or such variances therefrom as have been approved by the Township Chief Building Official pursuant to Section 6.7.5;

8.10.7 the telephone lines and gas mains have been installed and certified by the Developer's Engineer; and

8.10.8 the Developer agrees that the preceding requirements in this Section 8.10 are in addition to and not in substitution of the requirements of the Ontario Building Code Act as amended and regulations thereunder with respect to certificates for occupancy.

8.11 Special Building Permits / Model Homes

Pursuant to Section 8.9 building permits are not obtainable until certain services are installed and approved by the Township Engineer. The Township agrees that if the Developer or a builder wishes to obtain a building permit prior to the installation of services, as set out in Section 8.9, a permit may be issued provided the Developer or builder has otherwise complied with this Section and has executed a No-Occupancy Agreement (Schedule "I") and the Township may require a deposit or Letter of Credit as a guarantee of no-occupancy. The Developer agrees that if occupancy is allowed by the Developer prior to completion of all the requirements as set out in Section 8.10, the deposit is immediately forfeited to the Township and the Township may consider this Agreement broken and immediately call any securities held under this Agreement. The Township may also require that the Developer or builder enter into an agreement with the Township to stipulate and define location and timing conditions for the construction of any model home or homes satisfactory to the Township.

8.12 Right to Enter into an Agreement

8.12.1 The Developer agrees not to call into question directly or indirectly in any proceedings whatsoever in law or in equity or before any administrative tribunal, the right to the Township to enter into this Agreement and to enforce each and every term, covenant and condition herein contained and this Agreement may be pleaded as an estoppel against the Developer in any such proceedings.

8.12.2 The Developer acknowledges that the Township is entering into this Agreement and approving the Plan on the express representation of the Developer that it and its successors and assigns shall observe and perform all the provisions of this Agreement and that the Township is of the opinion that the Plan would not be in the public interest if the Developer, its successors and assigns, the owner or owners from time to time of the land within the Plan were not obligated to observe and perform all the provisions hereof except to the extent the Township may lawfully change them.

8.13 Successors and Assigns

The covenants, agreement, conditions and undertakings herein contained on the part of the Developer shall run with the land and shall be binding upon it and upon its successors and assigns as owners and occupiers of the said lands from time to time.

8.14 Notification of Charges

8.14.1 The Developer shall in every Agreement of Purchase and Sale or Offer to Purchase pertaining to any Lot or Block within the Plan notify each purchaser of

all of the payments to be made by the purchaser to the Township pursuant to this Agreement and all of the provisions of this Agreement which shall continue in force after the completion of the sale.

- 8.14.2 The Developer shall in every Agreement of Purchase and Sale or Offer to Purchase pertaining to any Lot or Block within the Plan notify each purchaser that all persons who make first purchases of land within the plan of subdivision after final approval of the subdivision plan are informed, when the land is transferred, of all the development charges related to this plan of subdivision.

8.15 Scheduling, Progress and Completion

The Developer shall commence construction of services within eighteen (18) months of the signing of this Agreement or the registration of the Plan whichever is earlier. Within eighteen (18) months of the date of commencement of the servicing of any phase, the Developer shall complete the installation of the Stage 1, Stage 2 and Stage 3 services. Failure to adhere to the above schedule may result in the Township completing the Works in accordance with Section 3.7 of this Agreement. If the development is phased, the date for commencement of construction on the balance of the phases may be delayed for up to five (5) years. Failure to commence construction within the time schedule above may result in the Township declaring this Agreement to be null and void, and the Township may deem the Lands not to be a Plan of Subdivision.

8.16 No Township Liability

- 8.16.1 This Agreement and the provisions herein do not give the Developer or any person acquiring any interest in the land within the Plan (each hereinafter in this clause called “such person”), any rights against the Township or the Township Engineer with respect to the failure of any such person to perform any obligations under this Agreement or the failure of the Township to force such person to perform any obligations under this Agreement or any negligence of any such person in the performance of the said obligations.

- 8.16.2 The only duty and responsibility of the Township Engineer arising out of this Agreement is to the Township and this Agreement. Any work or services done or performed by the Township Engineer under this Agreement do not in any way create any liability on the part of the Township Engineer to the Developer or any person acquiring any interest in the land within the Plan.

8.17 Conflict

In the event of any conflict between or among the plans and specifications relating to the construction of the Works, the Township Engineer shall decide which provisions shall prevail.

8.18 Amendment

Without in any way limiting the rights of the Township, the Developer agrees that the Township may, with the consent of the then registered owner of any land within the Plan, amend this Agreement insofar as it specifically affects such land or any part thereof.

8.19 First Registration – Land Titles Act

The Plan shall not be registered before the title of the Developer to the land within the Plan has been registered pursuant to the provisions for First Registration under the Land Titles Act, R.S.O. 1990, c.L.5, and the appropriate evidence thereof has been registered.

8.20 Township Street Entrance Policy

The municipal streets which provide access to the Land within the Plan and that part of the Land within the Plan which will be assumed as municipal streets under this Agreement are hereby exempt from the Township street entrance policy.

SECTION 9 – FINANCIAL PROVISIONS

9.1 Development Charges, Drainage and Local Improvement Charges

9.1.1 Development Charges shall be paid in accordance with the current Development Charges By-law of the Township and this subsection. The Developer acknowledges and confirms that all charges, payments, works to be constructed or installed, studies to be carried out and all other obligations contained in this Agreement or the cost thereof (except where a charge is referred to herein as a “development charge”) are characterized as:

9.1.1.1 local services installed or provided at the expense of the Developer related to or within the Plan of Subdivision as a condition of approval under Section 51 of the Planning Act;

9.1.1.2 connections to water and sewer facilities installed at the expense of the Developer; and

9.1.1.3 services denoted on approved drawings/documents or specifically noted in this Agreement for which the Developer is making no claim for credits from the Development Charges By-law, and are not charges related to development within the meaning of the Development Charges Act, 1997 as amended.

9.1.2 The Developer covenants and agrees as follows:

9.1.2.1 ***Early DC Payment.*** If provided for in the current Development Charges By-law pursuant to Section 26 of the Development Charges Act, 1997, as amended, and only if required by the Township, to pay upon execution of this Agreement development charges for what are commonly known as “hard services” related to water supply, waste water, storm water drainage and control, highway and electrical power services as applicable.

9.1.2.2 ***Regular DC Payment.*** The Developer further covenants and agrees to pay all other Development Charges under the applicable Development Charges By-law of the Township, or under any other Development Charges By-law, if not paid earlier, at the time of Building Permit issuance in an amount to be calculated at the full rate applicable at the time of individual Building Permit issuance.

The Developer hereby releases and forever discharges the Township from any and all claims for credits against Development Charges payable hereunder or payable at the issuance of a Building Permit or permits for construction within the Plan of Subdivision and the Developer hereby waives all such claims for credits except for the credits that may be specified in any schedule forms part of this Agreement. Any such credits so specified in any schedule forming part of this Agreement. Any such credits so specified herein and the calculation thereof shall be deemed to be conclusive and binding on the Developer.

9.1.3 The Developer agrees to pay for all arrears of taxes outstanding against the property herein described before the approval of the said Plan is obtained. The Developer further undertakes and agrees to pay all taxes levied on the said lands on the basis and in accordance with assessment and collector's roll entries until such time as the lands herein being subdivided have been assessed and entered on the Collector's Roll according to the Registered Plan.

9.1.4 Before the Plan is approved the Developer agrees to commute and pay all charges made with respect to the Drainage Act, R.S.O. 1990, c.D.17, and the Municipal Act, 2001, S.O. 2001, c.25 including but not limited to charges or rates outstanding in respect of the Lands under any sewer rate and/or water rate by-law which are assessed against the Lands on the Plan. Before the Plan is approved the Developer agrees to compute and pay the Township's share of any charges made under the said Drainage Act, and the said Municipal Act, 2001 for facilities presently servicing the Lands and assessed against it.

9.2 Securities

Prior to registering this Agreement, the Developer shall deposit with the Township to cover the faithful performance of the contract for the installation of the said services and the payment of all obligations and contingencies arising thereunder the following securities (subject to Sections 8.3.1 and 8.3.2 regarding phasing if applicable):

9.2.1 cash in the amount of one hundred percent (100%) of the estimated cost of the said Works set out in Schedule "E" and as approved by the Township Engineer or the Township's Chief Administrative Officer; or

9.2.2 An irrevocable Letter of Credit from a chartered bank, issued in form and content satisfactory to the Township's Chief Administrative Officer, in the amount of one hundred percent (100%) of the estimated cost of the Works as set out in Schedule "E" and as approved by the Township Engineer or the Township's Chief Administrative Officer.

9.2.3 Prior to depositing the securities, the Developer's Engineer shall submit an estimate of the cost of the Works to the Township Engineer for approval. When the cost estimate has been approved it will be set out in Schedule "E" of this Agreement and will become the basis for the limits of these securities. In the event that the construction of the Works is to be done in phases pursuant to Section 8.3.1, then this subsection and Schedule "E" will apply to the first phase, and with respect to any subsequent phase Sections 8.3.4 and 8.3.5 shall apply and before commencing construction of any of the Works for any subsequent phase the Developer's Engineer shall submit an estimate of the cost of the Works for such phase to the Township Engineer for approval and when the cost estimate has been approved it will become the basis for the amount of the security required for each phase.

9.2.4 All Letters of Credit shall be for a minimum guaranteed period of one (1) year or such longer time as the Township may decide. All Letters of Credit referred to in this Section 9.2 shall contain the following clause:

"It is a condition of the Letter of Credit that it shall be deemed to be automatically extended without amendment from year to year from the present or any future expiration date hereof, unless at least thirty (30) days prior to the present or any future expiration date, we notify you in writing by registered mail that we elect not to consider this Letter of Credit to be renewable for any additional period."

9.2.5 Unless each and every Letter of Credit is renewed as noted above, no application for a building permit shall be made and the Township shall have the absolute right to prohibit occupancy of homes, whether partially or fully completed, from the said date thirty (30) days prior to the expiration of that Letter of Credit.

9.3 Reduction of Securities

9.3.1 An application for the reduction of security on deposit with the Township pursuant to Section 9.2 herein may be made no earlier than thirty (30) days after the commencement of construction of the Works and every thirty (30) clear days thereafter. Security reductions are to occur in conjunction with Preliminary Acceptance of the Stages of construction.

9.3.2 To obtain a reduction in security the Developer shall file with the Township Engineer a written application in accordance with Schedule "K" attached hereto.

9.3.3 The application shall include written confirmation from the Developer's Engineer:

- describing the Works constructed as at the date of the application and a calculation of the cost thereof;
- confirming that the Works have been installed by the Developer with full time supervision of the Developer's Engineer and in accordance with the requirements of this Agreement and schedules hereto; and

- describing the Works remaining to be completed as at the date of the application and a calculation of the estimated cost thereof.

9.3.4 The value of the reduction shall be determined by the Township Engineer who shall give a certificate to the Township Clerk and the Developer confirming the amount of the reduction of the security and the amount of the security remaining on deposit with the Township.

9.3.5 Subject to Sections 9.3.6 and 9.3.7 minimum security requirements, the value of the reduction shall be based upon a retained security requirement equal to the value of the Works remaining to be completed by the Developer plus twenty percent (20%) of the value of the Works completed to the date of the application.

9.3.6 Subject to any outstanding deficiencies or contingencies, and subject to Section 9.3.7, the Township throughout the maintenance period for each of the 4 stages shall hold as security the greater of ten percent (10%) of the estimate of the cost of the Works as set out in Schedule “E” for the applicable stage or thirty thousand dollars (\$30,000.00).

9.3.7 Upon receipt by the Township of a deposit or deposits for any Lot on the Plan as provided for in paragraph 1 on Schedule “M”, the Township shall reduce the security or the balance of it by an amount equal to the portion of the deposit or deposits included in the security at the time of the next reduction under Section 9.3.1. With respect to security reductions for a deposit or deposits for any Lot during any of the maintenance periods, the Developer shall be entitled from time to time to a security reduction equal to the deposits accumulated for no less than five (5) Lots provided that at least thirty (30) days have passed since the last reduction and the reduction will not reduce the security for any of the 4 stages for which a Certificate of Final Approval has not been issued below the minimum amount of thirty thousand dollars (\$30,000.00).

9.4 Statutory Declaration of Accounts Paid

The Developer agrees that upon applying for a discharge of securities or for a Certificate of Preliminary Acceptance for the services within the Subdivision, he shall supply the Township with a Statutory Declaration that all accounts for work and materials for said services have been paid except normal guarantee holdbacks and that there are no claims for liens or otherwise in connection with such work done or materials supplied for or on behalf of the Developer in connection with the Subdivision.

9.5 Construction Act, R.S.O. 1990, c.C.30

9.5.1 The Developer agrees that it will hold back in its payments to any contractor who may construct the services, such sums as are provided in accordance with the *Construction Act*, R.S.O. 1990, c.C.30, and will otherwise indemnify and save

harmless the Township against any claims, actions or demands for construction liens or otherwise in connection with the Works and all costs in connection therewith, and on the demand of the Township Solicitor will forthwith take such steps to immediately discharge all liens upon the services.

9.5.2 Notwithstanding anything to the contrary contained in this Agreement, the Developer hereby agrees that the filing of any liens pursuant to the said Construction Act, with respect to the Lands, shall constitute a default by the Developer of the terms of this Agreement and shall entitle the Township to draw on any or all of the security referred to in Section 9.2 of this Agreement and to utilize said draw to make payment into Court of the holdback together with costs.

9.6 Partial Release

9.6.1 Upon receipt of confirmation from the Township Engineer and upon being satisfied that the obligations of the Developer under this Agreement have been performed, with the exception of the lot grading requirements included in Section 6, the Clerk shall execute a partial release of this Agreement, in the form attached hereto as Schedule “K”, and the delivery and registration of such partial release shall constitute a full and final release of the obligations of the Developer under this Agreement, with the exception of lot grading requirements included in Section 6, with respect to the lot or lots named therein.

9.6.2 Notwithstanding the foregoing, the Clerk shall not be required to execute a partial release until the various services have been completed in accordance with the terms of this Agreement and the plans and specifications provided for herein.

SECTION 10 – SPECIAL PROVISIONS AND EXCEPTIONS

10.1 The Developer and the Township agree that the provisions set forth in the attached Schedule “M” form an integral part of this Agreement, and further that variations and exceptions from the standard provisions of this Agreement, if any, are set out in Schedule “M”.

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SECTION 11 – SIGNATURES

THIS AGREEMENT shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

MAPLE RIDGE ESTATES INC.

Name:

Title:

I have authority to bind the Corporation.

THE CORPORATION OF THE TOWNSHIP OF
WELLINGTON NORTH

Andy Lennox, Mayor

Michael Givens, CAO

We have authority to bind the Corporation.

Developer’s Address: C/O Stephen Burnett, 206 George Street, Arthur, Ontario, N0G 1A0

SCHEDULE "A" OF THE SUBDIVISION AGREEMENT

DESCRIPTION OF LANDS BEING SUBDIVIDED

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

PT LT 20 CON WOSR, DIVISION 3 ARTHUR TOWNSHIP; PT LT 20 CON WOSR, DIVISION 4 ARTHUR TOWNSHIP PTS 1-5, 60R2972; S/T RON78961; WELLINGTON NORTH

Property Identifier Number (PIN): 71083-0029 (LT)

LRO #61

[NTD – PROPERTY MUST BE REGISTERED AS “ABSOLUTE”, NOT “LT CONVERSION QUALIFIED”; DEVELOPER TO PROVIDE PROOF]

[NTD – OWNERSHIP NOT CURRENTLY MAPLE RIDGE ESTATES INC.; DEVELOPER TO PROVIDE PROOF OF OWNERSHIP I.E. UPDATED PARCEL REGISTER AND COPY OF TRANSFER]

SCHEDULE "B" OF THE SUBDIVISION AGREEMENT**IDENTIFICATION OF DRAFT PLAN**

Draft plan, County of Wellington File No. 23T-87018, as dated January 31, 2019, prepared by S. Burnett & Associates Ltd. with the property boundary certified by Greg Ford, P.Eng, OLS, Wilson-Ford Surveying & Engineering, Wellington North, showing Single Detached Residential Lots 1-19 (5.92 ha); Storm Water Management Block 21(0.42 ha); Park Land/Wood Area Block 22 (1.02 ha); Right-of-Ways (access, driveway, Storm Water easements) Blocks 20, 23, 24, 25, 26 (0.37 ha); Street "A" & "B" and Cul-De-Sac (0.86 ha) on 8.46 hectares of land.

SCHEDULE "C" OF THE SUBDIVISION AGREEMENT**Township of Wellington North Municipal Servicing Standards**

All Works within the Plan shall be installed by the Developer as provided in the Agreement, including Schedules, to which this Schedule is attached and in compliance with the current municipal Servicing Standards of the Township of Wellington North.

SCHEDULE "D" OF THE SUBDIVISION AGREEMENT

WORKS TO BE CONSTRUCTED

The Works to be constructed as detailed in the drawings and documents list below:

PAGE	LIST OF DRAWINGS	SUBMISSION DATE	SUBMISSION NUMBER
<u>CIVIL</u>			
C0.1	DRAWING INDEX AND GENERAL NOTES	18-Jun-19	5 th
C2.1	EXISTING SITE PLAN	18-Jun-19	5 th
C2.2	PROPOSED CLEARING AND REMOVALS	18-Jun-19	5 th
C2.3	REVISIONS TO DRAFT PLAN OF SUBDIVISION 23T-87018	18-Mar-19	4 th
C2.4	PROPOSED LOT SERVICING PLAN	23-Sept-19	5 th
C2.5	PROPOSED SITE GRADING PLAN	18-Jun-19	5 th
C2.6	EXISTING DRAINAGE PLAN FOR DEVELOPMENT AREA AND SURROUNDINGS	18-Jun-19	5 th
C2.7	PRE-DEVELOPMENT CATCHMENT AREAS & FLOW DIRECTIONS & STORMWATER MANAGEMENT PLAN	18-Jun-19	5 th
C2.8	POST DEVELOPMENT CATCHMENT AREAS & FLOW DIRECTIONS& STORMWATER MANAGEMENT PLAN	18-Jun-19	5 th
C2.9	EROSION & SEDIMENT CONTROL PLAN	18-Jun-19	5 th
C2.10	STORMWATER MANAGEMENT DRAINAGE PLAN	18-Jun-19	5 th
C3.1	PROPOSED STORMWATER MANAGEMENT POND PLAN	18-Jun-19	5 th
C3.2	COMPOSITE UTILITY PLAN	18-Jun-19	5 th
C4.1	STREET A, STA. 0+000 TO STA. 0+160 – PLAN AND PROFILE	18-Jun-19	5 th
C4.2	STREET A, STA. 0+160 TO STA. 0+279 – PLAN AND PROFILE	18-Jun-19	5 th
C4.3	STREET B, STA. 0+000 TO STA. 0+170 – PLAN AND PROFILE	18-Jun-19	5 th
C4.4	STORMWATER MANAGEMENT POND SECTIONS	23-Sept-19	4 th
C5.1	STORMWATER MANAGEMENT POND DETAILS	18-Jun-19	5 th
C5.2	STANDARD DETAILS – 1	18-Jun-19	5 th
C5.3	STANDARD DETAILS – 2	18-Jun-19	5 th
<u>ELECTRICAL</u>			
E1	ELECTRICAL SITE PLAN - LIGHTING	13-Jun-19	3 rd
E2	ELECTRICAL SITE PLAN - PHOTOMETRICS	13-Jun-19	3 rd
E3	STREET LIGHT DETAILS	13-Jun-19	3 rd
E4	SINGLE LINE DIAGRAM AND INSTALLATION DETAILS	13-Jun-19	3 rd
<u>LANDSCAPE ARCHITECTURAL</u>			
L0.0	VEGETATION MANAGEMENT PLAN	23-Sept-19	3 rd
L0.1	ENLARGEMENT INDIVIDUAL SPECIES WITH AERIAL IMAGE	23-Sept-19	3 rd
L0.2	ENLARGEMENT INDIVIDUAL SPECIES	23-Sept-19	3 rd
L0.3	INDIVIDUAL SPECIES INVENTORY OVER 100mm DBH	23-Sept-19	3 rd
L0.4	VEGETATION OVERVIEW CHARTS and RECOMMENDATION	23-Sept-19	3 rd
<u>LIST OF REPORTS AND ATTACHMENTS</u>			
	STORMWATER MANAGEMENT REPORT + APPENDICES	02-May-19	3 rd
	STORM SEWER HYDRAULIC SHEET	20-Jun-19	3 rd
	SOILS REPORT - V.A WOOD	13-Aug-19	1 st
	PIEZOMETRIC REPORT	05-Apr-19	1 st
	HYDROGEOLOGICAL REVIEW AND ASSESSMENT - BANKS GROUNDWATER ENGINEERING LTD.	08-May-18	1 st
<u>LIST OF LETTERS AND APPROVALS</u>			
	MECP ENVIRONMENTAL COMPLIANCE APPROVAL	05-Apr-19	2 nd
	GRCA LETTER	14-Feb-18	1 st

SCHEDULE "E" OF THE SUBDIVISION AGREEMENT

ITEMIZED ESTIMATE OF COSTS OF CONSTRUCTION
OF EACH PART OF THE WORKS

Cost estimate is dated September 27, 2019 prepared by S. Burnett & Associates Limited



Prepared by: D. Creary
 Checked by: S. Burnett
 Date: 2019-09-27
 Revision no.: 2

Class "B" Civil Works Cost Estimate
Maple Ridge Estates

Project No. D15001

Cost Estimate Summary

Section			
Section A Miscellaneous Costs			\$37,500.00
Section B General Siteworks/Earthworks			\$154,993.50
Section C Roadworks (Streets A & B)			\$299,968.31
Section D Main Entrance			\$17,343.60
Section E Driveway			\$68,050.00
Section F Storm Sewers			\$192,750.00
Section G Storm Water Management Pond & Access			\$131,549.50
Section H Electrical & Utilities			\$129,297.00
	Construction Total		\$1,031,451.90
Engineering Design & Approvals	10%	LS	\$103,145.19
Contingencies (10%)	10%	LS	\$103,145.19
	Non-Construction Total		\$206,290.38
	Project Total		\$1,237,742.28

Notes:

- Prices based on Class B level of accuracy
- Roadway: 8.5m (W) travel surface, Cul-de-Sac 20m radius
- Assumes granular surface for SWM access road;
- Does not include legal survey layout for development lots
- Does not include cut/fill for anything outside of ROW and SWM areas

Items	Description	Quantity	Unit	Unit Price	Total Price
A	Miscellaneous Costs:				
	Mobilization/Demobilization	1	LS	\$10,000.00	\$10,000.00
	Bonding / Insurance	1	LS	\$20,000.00	\$20,000.00
	Utility Location / Layout	1	LS	\$2,500.00	\$2,500.00
	Environmental Mitigation Measures	1	LS	\$5,000.00	\$5,000.00
Total Section A Miscellaneous Costs					\$37,500.00

Items	Description	Quantity	Unit	Unit Price	Total Price
B	General Siteworks/Earthworks				
	Clearing, Grubbing & Stockpiling of Material	4,014	sq.m	\$6.50	\$26,091.00
	Relocating Existing Stockpile Material	4,200	cu.m	\$8.00	\$33,600.00
	Earth Excavation	1,350	cu.m	\$10.00	\$13,500.00
	Supply, Place, Grade and Compact Fill	1,800	cu.m	\$30.00	\$54,000.00
	1.8m Chainlink Fencing (Perimeter of Private Driveway & Public School Property)	330	m	\$80.00	\$26,400.00
	School Access Sidewalk				\$0.00
	1.5m Concrete Sitewalk (OPSD 310.010)	32	sq. m	\$35.00	\$1,102.50
	• Granular "A" (150mm)	12	tonne	\$25.00	\$300.00
Total Section B General Siteworks					\$154,993.50

Items	Description	Quantity	Unit	Unit Price	Total Price
C	Roadworks (Streets A & B)				
	<u>Sub Base And Base</u>				
	• Granular "B" (450mm)	4,670	tonne	\$20.00	\$93,392.72
	• Granular "A" (150mm)	1,398	tonne	\$25.00	\$34,961.88
	<u>Subdrain</u>				
	100mm dia. Perforated subdrain wrapped in filter cloth, under all curbs	840	m	\$20.00	\$16,800.00
	Subdrain Connection To Structures	10	ea	\$250.00	\$2,500.00
	<u>Concrete Gutter</u>				
	Concrete Curb & Gutter (OPSD 600.040)	765	m	\$45.00	\$34,425.00
	Concrete Gutter Spillway (OPSD 604.010)	2	ea	\$400.00	\$800.00
	<u>Asphalt Base and Surface</u>				
	• HL#4 (50mm)	466	tonne	\$115.00	\$53,608.22
	• HL#3 (40mm)	373	tonne	\$130.00	\$48,480.48
	Traffic Control Signage	15,000	LS	\$15,000.00	\$15,000.00
Total Section C Roadworks (Streets A & B)					\$299,968.31

Items	Description	Quantity	Unit	Unit Price	Total Price
D	Main Entrance				
	<u>Sub Base And Base</u>				
	• Granular "B" (450mm)	200	tonne	\$20.00	\$4,000.50
	• Granular "A" (150mm)	57	tonne	\$25.00	\$1,414.05
	<u>Subdrain</u>				
	100mm dia. Perforated subdrain wrapped in filter cloth, under all curbs	35	m	\$20.00	\$700.00
	<u>Concrete Gutter</u>				
	Concrete Curb & Gutter (OPSD 600.040)	35	m	\$60.00	\$2,100.00
	<u>Asphalt Base and Surface</u>				
	• HL#4 (50mm)	19	tonne	\$115.00	\$2,168.22
	• HL#3 (40mm)	15	tonne	\$130.00	\$1,960.82
	<u>Miscellaneous</u>				
Estate Sign	1	LS	\$5,000.00	\$5,000.00	
Total Section D Main Entrance					\$17,343.60

Items	Description	Quantity	Unit	Unit Price	Total Price
E	Driveways				
	<u>Sub Base And Base</u>				
	• Granular "B" (300mm)	1,250	tonne	\$20.00	\$25,000.00
	• Granular "A" (150mm)	630	tonne	\$25.00	\$15,750.00
	<u>Asphalt Base and Surface</u>				
• HL#3 (50mm)	210	tonne	\$130.00	\$27,300.00	
Total Section E Driveway					\$68,050.00

Items	Description	Quantity	Unit	Unit Price	Total Price	
F	Storm Sewer System					
	<u>Storm Sewer Pipe;</u>					
	400mm Dia. PVC SDR 35	100	m	\$300.00	\$30,000.00	
	300mm Dia. PVC SDR 35	420	m	\$150.00	\$63,000.00	
	250mm Dia. PVC SDR 35 CB Leads	100	m	\$125.00	\$12,500.00	
	100mm Dia. PVC Storm Lateral Service	19	ea	\$1,250.00	\$23,750.00	
	CCTV Storm Sewer	1	LS	\$6,500.00	\$6,500.00	
	<u>Manholes and Catchbasins</u>					
	MHCB (1200mm Dia. OPSD)	2	ea	\$4,000.00	\$8,000.00	
	MHCB (1500mm Dia. OPSD)	1	ea	\$4,000.00	\$4,000.00	
	MH (1200mm Dia. OPSD)	3	ea	\$4,000.00	\$12,000.00	
	MH (1500mm Dia. OPSD)	1	ea	\$4,000.00	\$4,000.00	
	MH (1800mm Dia. OPSD)	1	ea	\$4,000.00	\$4,000.00	
	CB (OPSD)	10	ea	\$2,500.00	\$25,000.00	
	Total Section F Storm Sewers					\$192,750.00

Items	Description	Quantity	Unit	Unit Price	Total Price	
G	Storm Water Management Pond & Access					
	<u>Storm Water Management Pond</u>					
	Supply and Install Clay Liner	1542	sq. m	\$10.00	\$15,420.00	
	Rip Rap Protection c/w Geotextile Lining (Terrafix 270R or Approved Equivalent) as Indicated on Drawing	70	sq. m	\$50.00	\$3,500.00	
	Topsoil and Hydroseeding	4292	sq. m	\$4.50	\$19,314.00	
	Concrete Headwall (OPSD 804.030)	2	ea	\$4,500.00	\$9,000.00	
	Galvanized Steel Handrail (OPSD 980.101)	2	ea	\$1,200.00	\$2,400.00	
	Outlet Pipe - 650mm Dia. Pipe	180	m	\$350.00	\$63,000.00	
	Connection To Existing Municipal Drain Branch 'B'	1	LS	\$1,500.00	\$1,500.00	
	<u>Storm Water Runoff ROW</u>					
	Ditching	85	m	\$25.00	\$2,125.00	
	Topsoil and Hydroseeding	335	sq. m	\$4.50	\$1,507.50	
	<u>Storm Water Management Pond Access</u>					
	Ditching	81	m	\$25.00	\$2,025.00	
	Topsoil and Hydroseeding	374	sq. m	\$4.50	\$1,683.00	
	<u>Driveway Sub Base And Base</u>					
	• Granular "B" (300mm)	310	tonne	\$20.00	\$6,200.00	
	• Granular "A" (150mm)	155	tonne	\$25.00	\$3,875.00	
	Total Section G Storm Water Management Pond & Access					\$131,549.50

Items	Description	Quantity	Unit	Unit Price	Total Price	
H	Electrical & Utilities					
	<u>Civil Works</u>					
	Excavation of trenches, masonry sand padding and backfill	1	LS	\$15,000.00	\$15,000.00	
	Supply and install concrete vaults, grounding grid and crush stone for transformers	3	ea	\$1,500.00	\$4,500.00	
	Supply and install Hydro One roadcrossing ductbank	4	ea	\$1,500.00	\$6,000.00	
	Supply and install Hydro One street light roadcrossing ductbank	1	ea	\$1,500.00	\$1,500.00	
	<u>Hydro One Electrical</u>					
	Supply and Install single phase primary underground cable (Red Phase)	796	m(P)	\$25.00	\$19,900.00	
	100mm PVC Type II duct (including pull rope and end caps)	1637	m(P)	\$12.00	\$19,644.00	
	Secondary underground triplex cable 3/0 aluminum from transformers to property line (including marker stakes, 100mm pipe and cable protection)	954	m(P)	\$10.00	\$9,540.00	
	Secondary underground cable 250 kcmil from transformers to property line (including marker stakes, 100mm pipe and cable protection)	426	m(P)	\$12.00	\$5,112.00	
	Cable labeling to hydro One nomenclature	1	LS	\$1,200.00	\$1,200.00	
	<u>Street Lighting</u>					
	Street light cable	467	m(P)	\$8.00	\$3,736.00	
	Street light, base, pole luminaire and grounding (48W LED)	13	ea	\$2,750.00	\$35,750.00	
	Stree lighting pedestal (including secondary feed to transformer, vault and grounding)	1	ea	\$4,000.00	\$4,000.00	
	53mm dia. conduit including pull rope	428	m(P)	\$5.00	\$2,140.00	
	Cable terminations at transformers	3	ea	\$25.00	\$75.00	
	<u>Miscellaneous</u>					
	ESA permits, inspection, certification	1	LS	\$1,200.00	\$1,200.00	
	Total Section H Electrical & Utilites					\$129,297.00

SCHEDULE "F" OF THE SUBDIVISION AGREEMENT

LIST OF LOTS UNSUITABLE FOR BUILDING PURPOSES – SECTION 6.3

None.

SCHEDULE “G” OF THE SUBDIVISION AGREEMENT

OWNER’S FINAL GRADING CERTIFICATE

The undersigned hereby certifies to The Corporation of the Township of Wellington North (the “Township”) that the foundations of the buildings and structures and any openings in any such foundation walls constructed on the following property:

STREET NO.	STREET
MUNICIPALITY	
LOT/BLOCK	REGISTERED PLAN NO.

have been constructed, at or above the elevations illustrated on the overall Certified Building Lot Site Plan (as approved by or on behalf of the Township) referred to in the Subdivision Agreement registered against the title to the above property as shown on the as-built grading survey attached.

The undersigned further certifies to the Township that:

1. the final grading of the above referred to property has been completed in substantial compliance with the Certified Building Lot Site Plan referred to in the Subdivision Agreement;
2. the grade elevation of all lot boundaries and corners including the front lot corners of the property are in substantial compliance with the Certified Building Lot Site Plan; and
3. the above lot has been graded to provide positive drainage in front, rear and side yard and that there is no area of the property which is subject to ponding of water.

This certificate is given and delivered to the Township in full knowledge that the Township relies on this certification in providing a release of the applicable Subdivision Agreement affecting this property.

DATED at _____, Ontario this _____ day of _____, 201 .

Signature of Professional Engineer or OLS

Name and address of Professional Engineer or OLS

NOTE: Copies of this Owner’s Final Grading Certificate are available at the Township’s Building Department.

SCHEDULE "H" OF THE SUBDIVISION AGREEMENT

LANDS FOR MUNICIPAL PURPOSES TO BE CONVEYED TO THE TOWNSHIP

1. Block 21 - Storm Water Management Area;
2. Block 22 – Park Land / Wood Area;
3. Streets "A" and "B" and cul-de-sac; and,

LIST OF EASEMENTS TO BE GRANTED TO THE TOWNSHIP

4. Blocks 20, 23, 24, 25 and 26 – right-of-ways, access, driveway and storm water easements.

1. SCHEDULE "T" OF THE SUBDIVISION AGREEMENT

NO OCCUPANCY AGREEMENT (Special Building Permit/Model Homes Section 8.11)

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of other good and valuable consideration and the sum of one dollar (\$1.00) of lawful money of Canada, the parties hereto mutually covenant and agree as follows:

1. In consideration of The Corporation of the Township of Wellington North issuing a building permit to the owner for _____, the Owner covenants and agrees that it will not apply for an occupancy permit until the following services have been installed to the satisfaction of the Township: _____
_____.

2. The Township hereby acknowledges that it has a cash deposit from the Developer in the sum of \$ _____ who will use its best efforts to ensure that the above referred to services are completed by _____.

THIS AGREEMENT shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

SIGNED, SEALED AND DELIVERED

This _____ day of _____, 20 ____ .

DEVELOPER

PER:

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

Mayor

Clerk

We have authority to bind the Corporation

SCHEDULE “J” OF THE SUBDIVISION AGREEMENT**APPLICATION FOR REDUCTION OF SECURITY**

(Section 9.3)

TO: *(Name of Township Engineer)*, Engineer, Township of Wellington North
 DEVELOPER: *(Name of Developer)*
 AGREEMENT: *(Date of Subdivision Agreement)*
 PROPERTY: *(Legal Description of Property)*
 APPLICATION NO.: *(Specify number of application)*

The undersigned, *(Name of Developer’s Engineer)* being the Developer’s Engineer, hereby confirms that the Works constructed as at the date of this Application have been installed by the Developer under the full time supervision of the Developer’s Engineer and in accordance with the requirements of the Subdivision Agreement between the Developer and the Township.

The Works installed to the date hereof and the calculation of the cost thereof are detailed in the schedule attached hereto.

Further, the undersigned Developer’s Engineer hereby confirms that the Works remaining to be constructed as at the date of this Application and the calculation of the estimated cost thereof are also detailed in the schedule attached hereto.

This Application is given and delivered to the Township Engineer with full knowledge that the Township Engineer and the Township will rely upon the information contained herein in granting a reduction of the security held by the Township pursuant to Section 9.2 of the said Subdivision Agreement affecting the above property.

DATED at _____, Ontario this _____ day of _____, 201 .

(Signature of Developer’s Engineer)

(Name of Developer’s Engineer)

SCHEDULE “K” OF THE SUBDIVISION AGEEMENT

FORM OF PARTIAL RELEASE:

PARTIAL RELEASE

IN FAVOUR OF

Herein called the “Owner”

WHEREAS the Owner entered into certain obligations in favour of The Corporation of the Township of Wellington North under an Agreement registered against the lands hereinafter described as Instrument No. _____.

AND WHEREAS the Owner has satisfied and fulfilled all of those obligations.

NOW THEREFORE The Corporation of the Township of Wellington North releases the Owner from the obligations contained in the said Agreement, with the exception of the lot grading provisions in Section 6.11 and certifies that all other provisions of the Agreement are no longer binding with respect to the said lands. The lands released hereby, subject to Section 6.11, are:

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Township of Wellington North (_____), County of Wellington and being composed of Lot _____, Registered Plan _____.

DATED this _____ day of _____, 201 .

Clerk

SCHEDULE "L" OF THE SUBDIVISION AGREEMENT**CONDITIONS OF DRAFT APPROVAL**

The Conditions of Approval for Draft Plan of Subdivision 23T-87018 contained in the Decision of The Corporation of the County of Wellington for File No. 23T-87018 dated the 20th day of March, 2019 which is on file at the offices of The Corporation of the County of **Wellington, County of Wellington Administration Centre, 74 Woolwich Street, Guelph, Ontario N1H 3T9** and at the offices of **The Corporation of the Township of Wellington North, 7490 Sideroad 7 West, P.O. Box 125, Kenilworth, Ontario N0G 2E0.**

SCHEDULE "M" OF THE SUBDIVISION AGREEMENT

DEVELOPER- Maple Ridge Estates Inc., Kenilworth, Ontario

SPECIAL PROVISIONS AND EXCEPTIONS (SECTION 10)

In the event that there is any conflict between the provisions of this Schedule and the main agreement of which it forms a part or any other schedule thereto, the most onerous requirement of the Developer for the protection and enhancement of the public interest shall prevail unless the provision herein is expressly identified as an exception.

The following special provisions apply to this Agreement:

1. Building Deposit Requirements (See also Section 8.9). The Developer or lot Owner or their authorized contractor or agent shall at the time of applying for a building permit for each lot or block on the Plan deposit with the Township a Works Damage/Lot Grading Compliance Deposit in the amount of \$2,500.00, and a Trees/Driveway Ramp Deposit in the amount of \$2,000.00 with the Township, which deposits are intended to ensure that:
 - (a) any damages caused to municipal services or facilities adjacent to the construction site during construction of the residence are suitably repaired in accordance with the Township's current Municipal Servicing Standards and have been inspected and approved in writing by the Township's Engineer and that all construction debris is properly disposed of;
 - (b) that the parcel for which the permit is requested is graded as required by this Agreement, and that the Owner's Final Grading Certificate is provided and the Township has been reimbursed for the Township Engineer's charges for the said Certificate; and,
 - (c) that any required tree(s) in the street at the front of the lot and in the event of a corner lot at the side of the lot has/have been planted and driveway cuts and driveway ramps have been completed as required by this Agreement.
2. Lot Entrances. The Developer covenants that no driveway cuts or driveway ramps shall be installed, constructed or made until a building permit is issued for the lot to be served by such driveway ramp, and all driveway ramps shall be constructed in accordance with the Township's current Municipal Servicing Standards and this Agreement at the expense of the Developer or the lot owner as applicable.
3. That a detailed geotechnical investigation be prepared to the satisfaction of the Township of Wellington North's Engineer.
4. That the fencing of the storm water management area is to the satisfaction of the Township of Wellington North
5.
 - (a) A detailed 'Storm Water Management Report' in accordance with the prevailing Ministry of the Environment, Conservation and Parks planning and design guidelines and other related technical criteria as determined by the Saugeen Valley Conservation Area. The Report shall detail the methods that will be used to control surface water flow within the development lands and abutting properties during and following construction. The Report shall also detail the methods that will reduce any negative impacts to water quality.

In the event that the "Stormwater Management Report" recommends the establishment of any stormwater works, detention or retention facilities, the subdivision agreement between the Owner and the Township shall contain a provision whereby the Township of Wellington North will assume ownership, operation and maintenance responsibility of same in perpetuity.

- (b) A detailed 'Lot Grading Plan' prepared in accordance with the prevailing Ministry of the Environment, Conservation and Parks planning and design guidelines and other related technical criteria as determined by the Saugeen Valley Conservation Area.
 - (c) An 'Erosion and Sedimentation Control Plan' indicating the means whereby erosion will be minimized and sediment contained on-site and from abutting properties throughout all phases of grading and construction and shall include a maintenance plan and provision for timely revegetation of the site. The Plan shall also detail the methods that will reduce any negative impacts to water quality.
6. That the Developer shall insert in all agreements of purchase and sale or lease for each dwelling in the subdivision – “The lands adjacent to the subdivision are being utilized for normal agricultural operations that may result in noise, dust, odour and other potential nuisances associated with agricultural uses. These normal farm practices may occasionally affect the living environment of residents in close proximity to agricultural operations.”

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

BY-LAW NUMBER 088-19

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF A
DEVELOPMENT AGREEMENT BEING PT LOT 32, CONCESSION 1,
DIVISION 3 NORMANBY SHOWN AS PART 1 ON 61R-10178 AND
PART 1 ON 61R10813, WELLINGTON NORTH**

THAT the Council of The Corporation of the Township of Wellington North hereby
ENACTS AS FOLLOWS:

1. The Mayor and the Chief Administrative Official are authorized and directed to execute a Development Agreement with the Owners in the form, or substantially the same form as advised by the municipal solicitor attached as Schedule 1.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 7TH DAY OF OCTOBER, 2019.**

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

SCHEDULE A

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DEVELOPMENT COVENANTS

1. Title Control

- (a) The owner or owners of the property (the "Owner") upon which these development covenants attach (the "Property") covenants and agrees that it may not use the Property for its intended use and may not retain ownership of the Property unless the Owner has constructed a building for such use including obtaining a building permit for a permanent building with a minimum building coverage of 3,450 sq. ft. The Owner further covenants and agrees to commence construction of a permanent building on the Property which complies with the permitted uses of the Property's zoning within one (1) year of the date the Owner took title to the Property being the date of registration of transfer (the "Completion Date") and to substantially complete the construction of the said building in conformity with an approved site plan within eighteen (18) months from the Completion Date of this transaction.
- (b) In the event that the Owner has not obtained a building permit in accordance with the provisions of subclause 1.a) above, the Owner may request from The Corporation of the Township of Wellington North (the "Township of Wellington North"), in writing, an extension of the time specified in subclause 1.a) above up to a maximum extension period of six (6) months, (such extension, the "Extended Time") upon payment by the Owner to the Township of Wellington North of a performance deposit equal to ten (10%) percent of the purchase price of the Property (the "Performance Deposit"). The Performance Deposit shall be refunded to the Owner, without interest, upon the Owner's compliance with and completion of the provisions of subclause 1.a) above within the Extended Time. In the event that the Owner fails to complete construction within the Extended Time, then the Township of Wellington North shall, in addition to its other rights and remedies as set out herein or otherwise, be entitled to retain the Performance Deposit as liquidated damages and not as a penalty, in partial or full satisfaction of the Township of Wellington North's damages.
- (c) If the Owner does not comply with the provisions of subclause 1.a) above within the periods therein specifically set out or within the Extended Time, the Owner, will, at the option of the Township of Wellington North by notice in writing to the Owner, re-convey good title to the Property to the Township of Wellington North, free and clear of all encumbrances, in consideration for payment by the Township of Wellington North to the Owner of 90% of the purchase price paid by the Owner to the Township of Wellington North for the conveyance of the Property in the first instance (the "Discounted Consideration"). The re-conveyance shall be completed within sixty (60) days of the notice set out in this subclause. The Township of Wellington North shall be allowed to deduct from the Discounted Consideration all of its reasonable costs, realty commission and legal fees incurred with respect to the original conveyance of the Property by the Township of Wellington North to the Owner, as well as the costs of the Township of Wellington North in re-acquiring the Property, including without limitation, realty commission, registration costs, land transfer tax, legal fees and such other costs as reasonably incurred by the Township of Wellington North. The Township of Wellington North shall not be required to pay for any improvements that may have been made, constructed, installed or performed by the Owner on the Property.
- (d) Subject to subclause 1.c) above, the Owner covenants that it will not sell the Property or any part thereof to any person, firm or corporation without first offering, in writing, to sell the Property to the Township of Wellington North

for consideration equal to or less than the consideration paid by the Owner to the Township of Wellington North in the original conveyance of the Property less the costs of the Township of Wellington North incurred in re-acquiring the Property, including without limitation, real estate commission, land transfer tax, registration costs, legal fees and such other costs as reasonably incurred by the Township of Wellington North, provided however that the Owner may sell or transfer the Property to a subsidiary or affiliate corporation as defined in the Business Corporations Act, R.S.O. 1990, c.B.16 as amended, provided such subsidiary assumes and confirms its acceptance of the within covenants and restrictions and expressly undertakes in writing to comply with them in such form as the Township of Wellington North may require. The Township of Wellington North shall have ninety (90) days from the receipt of an offer made by the Owner under this subclause, to accept such offer which acceptance shall be in writing. If the Township of Wellington North does not accept an offer to sell made by the Owner under the provisions of this subclause, the Township of Wellington North's right to repurchase the Property so offered shall terminate. However, the remaining provisions of this clause 1 as well as other provisions herein shall continue in full force and effect. The limitation contained in this subclause, will expire upon the Owner fulfilling all of the building requirements as set out in subclauses 1.a) and 1.b) above.

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

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

3. Occupation of Building

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

the expiry of any prior extensions granted by the Township of Wellington North.

4. Assignment of Covenants

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

5. Force Majeure

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

6. Right to Waive

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

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

BY-LAW NUMBER 089-19

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF A
SOFTWARE AS A SERVICE & PROFESSIONAL SERVICES
AGREEMENT BETWEEN PERFECTMIND INC. AND THE
CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH**

WHEREAS The Corporation of the Township of Wellington North and PerfectMind Inc. wish to enter into a pet licensing agreement.

**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 a software as a service and professional services agreement with PerfectMind Inc., in substantially the same form as the agreement attached hereto as Schedule "A".
2. That the Mayor and the Clerk of the Corporation of the Township of Wellington North are hereby authorized and directed to execute the said agreement and all other documentation required on behalf of the Corporation.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 7TH DAY OF OCTOBER, 2019.**

ANDREW LENNOX, MAYOR

KARREN WALLACE CLERK

SCHEDULE A
SOFTWARE AS A SERVICE & PROFESSIONAL SERVICES AGREEMENT

BETWEEN

PERFECTMIND INC.

AND

Township of Wellington North

DATED: 7th of October 2019

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Exhibits:

- Exhibit A – Platform Use Fees
- Exhibit B – Statement of Work
- Exhibit C – PerfectMind Rates for Professional Services
- Exhibit D – Service Levels
- Exhibit E – Platform Features and Functionalities

SOFTWARE AS A SERVICE & PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is dated 7th of October 2019

BY AND BETWEEN:

PerfectMind Inc.

(“**PerfectMind**”), a British Columbia corporation having an office at:

2nd Floor, 4333 Still Creek Drive
Burnaby, British Columbia
V5C 6S6

AND

Township of Wellington North, ON

(“**Customer**”), a municipal corporation having an office at:

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

WHEREAS PerfectMind wishes to license to Customer, and Customer wishes to use and license from PerfectMind, the Platform (as defined herein) on the terms and conditions set out in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

PART 1—DEFINITIONS AND INTERPRETATION

1.1 Definitions. In this Agreement, unless the context otherwise requires, capitalized terms will have the meaning assigned to them herein, including the following:

- (a) “**Account**” has the meaning set out in §5.6;
- (b) “**Account-holder**” means an individual designated by Customer to whom an Account is issued;
- (c) “**Applicable Laws**” means all applicable laws and regulations, including all applicable local, provincial, state, national and foreign laws, treaties and regulations as well as orders of courts or laws, regulations, by-laws or ordinances of applicable governmental agencies;
- (d) “**Claims**” means liabilities, actions, proceedings, claims, causes of action, demands, debts, losses, damages, charges and costs, including reasonable legal costs, any amount paid to settle any action or to satisfy a judgment and expenses of any kind and character whatsoever incurred in connection therewith;
- (e) “**Confidential Information**” has the meaning set out in §8.1;
- (f) “**Content**” means all materials and content, including designs, editorials, text, graphics, audiovisual materials, multimedia elements, photographs, videos, music, sound recordings, reports, documents, software, information, formulae, patterns, data and any other work, and

“**Customer Content**” is Content entered, uploaded or inputted into the Platform by or on behalf of Customer;

(g) “**Customer Data**” means information, materials, or data, including Customer Content, entered, uploaded or inputted into the Platform by or on behalf of Customer;

(h) “**Enhancement**” means enhancements, developments, modifications, updates, additions and improvements made to the Platform, other than New Features and Functions;

(i) “**Force Majeure**” means circumstances beyond a party’s reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labour problems, or Internet service provider failures or delays, or hosting service provider failures or delays;

(j) “**Intellectual Property Rights**” means any and all (i) proprietary rights provided under patent law, copyright law, trade-mark law, design patent or industrial design law, semi-conductor chip or mask work law, or any other applicable statutory provision or otherwise arising at law or in equity, including, without limitation, trade secret law, that may provide a right in works, software, source code, object code, marks, ideas, formulae, algorithms, concepts, methodologies, techniques, inventions, or know-how, or the expression or use thereof, (ii) applications, registrations, licenses, sublicenses, agreements, or any other evidence of a right in any of the foregoing, and (iii) past, present, and future causes of action, rights of recovery, and claims for damage, accounting for profits, royalties, or other relief relating, referring, or pertaining to any of the foregoing;

(k) “**New Features and Functions**” means any update, revision, new version, new module or upgrade of the Platform made available by PerfectMind from time to time (i) that adds new functions or features to the Platform and (ii) for which PerfectMind charges a fee to its customers in order to obtain same;

(l) “**PerfectMind Privacy Policy**” means PerfectMind’s privacy policy made available at <http://www.perfectmind.com/academy/privacy> as amended from time to time;

(m) “**PerfectMind Technology**” means (i) any concepts, inventions, systems, processes, techniques, methodologies, know-how, data, tools, templates, technology (including software in executable code and source code), documentation or any other information, data or materials, and any expressions of the foregoing, developed by, owned by, or licensed to, PerfectMind; and (ii) the Work Product;

(n) “**Permitted Purpose**” means managing and operating Customer’s facilities located in the Township of Wellington North, Ontario, including customer relationship management, facility bookings, membership sales, point of sale transaction processing and scheduling;

(o) “**Platform**” means the software and supporting hardware platform known as “PerfectMind” that is owned and operated by PerfectMind, and that will be made available to Customer as a service under this Agreement via a designated website or websites as may be designated by PerfectMind, from time to time, together with the related documentation, Content (other than Customer Content and Customer Data) and end user materials delivered therewith;

- (p) “**Professional Services**” has the meaning set out in §3.1;
- (q) “**Statement of Work**” has the meaning set out in §3.1;
- (r) “**Term**” has the meaning set out in §7.1; and
- (s) “**Work Product**” means all improvements, enhancements and derivatives thereto developed by PerfectMind for the purposes of providing the Professional Services under this Agreement or otherwise and any and all other work products developed by PerfectMind for the purposes of providing the Professional Services under this Agreement.

1.2 Interpretation. In this Agreement, unless expressly stated otherwise or the context otherwise requires, (a) headings and captions are for convenience only and will not be deemed to explain, limit or modify the provisions hereof, (b) the word “**including**”, when following a general statement or term, is not to be construed as limiting the general statement or term (whether or not used in connection with phrases such as “without limitation” or “but not limited to”) and the word “**or**”, when connecting two or more matters, will not imply an exclusive relationship between the matters, (c) a reference to a “**person**” or “**entity**” means an individual, corporation, body corporate, firm, limited liability company, partnership, syndicate, joint venture, society, association, trust or unincorporated organization or governmental authority or trustee, executor, administrator or other legal representative, including any successor to that person, (d) a word importing the masculine gender includes the feminine and neuter, a word in the singular includes the plural, a word importing a corporate entity includes an individual, and vice versa, (e) words, phrases and acronyms not otherwise defined herein that have a meaning commonly understood and accepted by persons familiar with the Internet and computing services professionals will be interpreted and understood to have that meaning herein, and (f) in the event of any conflict or inconsistency between the terms of this Agreement and the terms of the Exhibits hereto, the terms of the Exhibits hereto will prevail to the extent necessary to resolve such conflict or inconsistency.

PART 2—LICENSE

2.1 License. PerfectMind grants to Customer a non-exclusive, non-transferable, right and limited license, only during the Term, to access and use the Platform for the Permitted Purposes only. All rights not expressly granted to Customer are reserved by PerfectMind and, if applicable, its licensors.

2.2 Complete Software; Enhancements. Upon completion of the Professional Services described in the Statement of Work attached to this Agreement as Exhibit B, the Platform with the features and functionalities described in Exhibit E attached to this Agreement will be configured and made available to Customer for access and use by Account-holders. Customer agrees that its entry into this Agreement is not contingent on the delivery of any future functionality or features by PerfectMind. PerfectMind may, from time to time and its sole discretion, update the Platform (including the underlying server software or hardware) or otherwise offer Enhancements, which Enhancements will form part of the Platform being licensed and provided hereunder without further payment by Customer. PerfectMind will use commercially reasonable efforts to (a) ensure that such Enhancements are compatible with and will not adversely affect or reduce the functionality, performance, availability and accessibility of the Platform, and (b) to the

extent that such Enhancements do so adversely affect the Platform and Customer notifies PerfectMind of same, restore or reinstate the Platform or parts of it causing the adverse effects to its or their status prior to the Enhancement, as soon as may be reasonable and practicable in the circumstances. Notwithstanding any Enhancements or other changes to the Platform, PerfectMind will maintain the functionality of the Platform so it is always materially equal to or better than the functionality of the Platform as of the date that Customer first commences using the Platform.

2.3 New Features and Functions. PerfectMind may, from time to time and in its sole discretion, develop and offer New Features and Functions that will not form part of the Platform licensed hereunder and may be provided and licensed separately to Customer for an additional fee. For clarity, in no event will PerfectMind be obligated to provide any New Features and Functions free of charge.

PART 3—PROFESSIONAL SERVICES

3.1 Professional Services. Customer may, from time to time, request PerfectMind to provide customization and deployment services and other related professional services in relation to Customer's use of the Platform (the "**Professional Services**") and PerfectMind may, in its discretion, agree to provide the Professional Services. Upon agreement on the particulars of the Professional Services, including the fees payable by Customer to PerfectMind for the Professional Services, such particulars shall be included in a statement of work (a "**Statement of Work**"), which shall be signed by PerfectMind and Customer, and which shall form a schedule to and be incorporated into and form part of this Agreement. To the extent that there is any inconsistency between any provision in any Statement of Work and the rest of this Agreement, the terms of such Statement of Work will prevail. Each Statement of Work may contain, unless the parties agree otherwise, a description of the work to be conducted, the functional requirements and technical specifications applicable to the work, the work schedule and milestones, the deliverables and delivery schedule, acceptance criteria, and such other information and additional terms and conditions as the parties may mutually agree upon. As of the date of this Agreement, PerfectMind and Customer have agreed upon the Professional Services described in the Statement of Work attached to this Agreement as Exhibit B.

3.2 Change Orders. Customer may, from time to time, request changes to the scope of the Professional Services described in a Statement of Work. In response to any such request from Customer, PerfectMind shall determine the feasibility of providing such changes and shall estimate the increase in the total fees payable for providing such changes to the Professional Services. Following receipt of PerfectMind's response to Customer's request, the parties shall negotiate an amended Statement of Work which sets out the changes to the Professional Services and the additional fees payable in respect thereof.

3.3 Customer's Responsibilities. The work functions and tasks relating to the Professional Services for which Customer or a third party shall be responsible shall be described in the Statement of Work. Customer agrees to perform and cause the third party to perform such work functions and tasks in a timely fashion. Customer agrees to provide or make available and cause any third party identified in the Statement of Work as being responsible for any function or task in any way related to the Professional Services to provide or make available all information

reasonably requested by PerfectMind to perform the Professional Services. PerfectMind will not be liable for loss or damage arising from reliance on any such information.

3.4 Project Teams. Each party will be solely responsible for staffing its project team for the performance of the Professional Services by PerfectMind and relating work functions and tasks by Customer as described in a Statement of Work. Each member of a project team will possess skills and knowledge appropriate to the work functions to be performed by that team member. Either party may, by way of replacement or addition, make changes to the personnel assigned to its project team, provided that each replacement team member shall possess skills and knowledge at least equivalent to the project-related skills and knowledge of the team member being replaced. Each party shall appoint a project manager in respect of its project team. The project managers shall be available for weekly meetings to review the progress of the Professional Services.

3.5 Use of Customer's Facilities. For Professional Services to be performed at the Customer premises, Customer will provide all work space, facilities and support that are reasonably requested by PerfectMind to perform such Professional Services, including without limitation, secretarial support, telephone, and computer facilities.

3.6 No Liability for Others' Failure to Perform. Customer agrees and acknowledges that PerfectMind's performance of the Professional Services will be conditional upon, and subject to, Customer's performance of its obligations hereunder and the performance by any third party identified in the Statement of Work of its functions and task to the extent that such functions and task relate to the Professional Services, and that PerfectMind will not be liable or responsible, in any manner or to any extent, for any failure of PerfectMind to perform all, or any part of, the Professional Services to the extent that any such failure is caused by a failure of Customer to perform its obligations or the third party to perform its functions and tasks.

3.7 Third Party Hardware/Software. Customer will be solely responsible for the evaluation, selection, installation, implementation, compatibility, use and performance of and results obtained from any hardware, systems software, utility software, security software, telecommunication equipment or software, and applications software used in connection with the Professional Services, unless (and only to the extent) otherwise expressly agreed in this Agreement. Except as expressly provided in this Agreement, Customer and/or the third party vendors of the software packages selected for use by Customer will be responsible for the installation, acceptance and performance of the selected software packages.

3.8 Third Party Products. Where the Professional Services to be provided by PerfectMind involve the acquisition by Customer of products of third parties, PerfectMind will not be responsible for delays in the delivery of such products by third parties or for such product's faulty quality, defective performance, or failure to perform in accordance with published specifications or accepted standards. PerfectMind will transfer to Customer any transferable warranties provided to PerfectMind by third parties. PerfectMind makes no independent representations or warranties with respect to products provided by third parties. Any third party warranties are the exclusive remedies of Customer with respect to such products.

3.9 Use of Subcontractors. Customer acknowledges that PerfectMind may engage agents and subcontractors to perform any of the Professional Services described in a Statement of Work. PerfectMind shall be responsible for the fulfilment of its obligations hereunder, notwithstanding the performance of any of its obligations by its agents and subcontractors.

3.10 No Recruitment. Customer agrees that during the term of this Agreement, and for a period of one (1) year thereafter, it will not, without the prior written consent of PerfectMind, hire, retain or engage, or make an offer in respect of same to, any employee, independent contractor or consultant of PerfectMind.

PART 4—FEES AND PAYMENTS

4.1 Platform Use Fees. Customer will pay all fees and charges in connection with the use of the Platform in accordance with Exhibit A, which forms an integral part hereof and is incorporated herein by reference.

4.2 Platform Use Billing. The fees payable by Customer for use of the Platform in each twelve (12) month period is payable in advance at the beginning of such period. PerfectMind will invoice Customer for such fees at the beginning of each 12 month period, and Customer will pay each invoice within thirty (30) days after the date of the invoice; provided that the entire fee for the first twelve-month period in the Term is payable and due upon the signing of this Agreement. All amounts due by Customer hereunder will be paid, unless otherwise expressly set out herein, without any deduction, adjustment or set-off whatsoever.

4.3 Taxes. Fees for use of the Platform do not include any taxes, and Customer agrees to pay all applicable sales, use, value-added and other taxes or similar nature based on or due as a result of any amounts paid to PerfectMind under this Agreement.

4.4 Late Payments. If PerfectMind does not receive payment in full of an invoice within 30 days after the date of such invoice and Customer fails to make full payment within ten (10) days after written notice of the non-payment is given by PerfectMind, Customer will be deemed to be in default. Customer will pay any and all collection costs incurred by PerfectMind in collection of outstanding debts. In addition to any other rights granted to PerfectMind herein and available to PerfectMind at law or in equity, PerfectMind reserves the right to suspend the Accounts and Customer's right to use and access to the Platform if Customer is in default with respect to its payment obligations. PerfectMind reserves the right to impose a reconnection fee upon reactivation if any such suspension takes place.

4.5 Professional Services Fees. If the Professional Services are to be provided on a fixed price basis, the Statement of Work will set out the total contract price, a payment schedule, including the fees payable in respect of each deliverable and/or milestone, as applicable. If the Professional Services are to be provided by PerfectMind on a time and materials basis, the rate(s) in Exhibit C attached hereto will apply. PerfectMind may, from time to time and upon sixty (60) days' notice to Customer, amend the rate(s) for Professional Services. Per diem rates shall be based on a 7.5 hour day. Once a Statement of Work is signed by the parties, the rates structure in effect at the time of the signing of the Statement of Work shall apply for the duration of the project described in the Statement of Work. PerfectMind's fees for Professional Services (whether fixed

or based on time and materials) do not include any travel, living or any other out-of-pocket expenses incurred by PerfectMind or its subcontractors in providing Professional Services. Customer will pay PerfectMind a flat rate of \$550 per day per PerfectMind employee or subcontractor who provides on-site Professional Services to Customer to cover accommodation, meal, local transportation and other out-of-pocket expenses, except travel (airfare) expenses. Customer will reimburse PerfectMind for all reasonable travel (airfare) expenses incurred by PerfectMind's to send its employees and subcontractors to Customer's site. All such travel (airfare) expenses for which PerfectMind seeks reimbursement will be supported by documentation in a form reasonably acceptable to the Customer.

4.6 Professional Fee Billing. PerfectMind will invoice Customer for the Professional Services according to the payment terms specified in the Statement of Work, or if no payment term is specified in the Statement of Work, on a monthly basis, and Customer will pay each invoice within fifteen (15) days after receipt of invoice, unless the parties agree otherwise in writing. Customer agrees to pay interest at the rate set out in the Statement of Work, or if none specified at 1.5% per month, on any unpaid amounts from the date due to the date upon which the balance is discharged, such interest to accrue from day to day and be compounded on a monthly basis, unless the parties agree otherwise in writing. The fees for the Professional Services to be performed pursuant to the Statement of Work attached hereto as Exhibit B are set out and shall be due and payable to PerfectMind in accordance with the "Fee payment schedule" section of Exhibit B, upon Customer's receipt of PerfectMind's invoices.

4.7 Taxes and Duties Relating to Professional Fees. All amounts payable in respect of the Professional Services rendered by PerfectMind to Customer under this Agreement will be exclusive of all shipping charges, insurance charges, customs duties, sales taxes, value-added taxes, and any other like charges or taxes. Customer will be responsible for paying all such charges and taxes in connection with the provision of the Professional Services under this Agreement.

4.8 Currency. All prices in this Agreement are in Canadian dollars.

PART 5—USE OF THE PLATFORM

5.1 PerfectMind Responsibilities. PerfectMind will provide the Platform in accordance with the service levels set out in Exhibit D. PerfectMind will provide to Customer, at no additional charge, the support for the Platform described in Exhibit D. PerfectMind will comply with all Applicable Laws in the performance of this Agreement.

5.2 Training. PerfectMind will provide training to Customer's staff during the implementation period as provided in Exhibit B. This training may be in the form of in-person/on-site training or remote/online training. Customer's staff will also have access to all on-line training materials made available by PerfectMind to its customers including live and pre-recorded webinars. Customer may purchase additional training at PerfectMind's posted standard hourly rate for professional services. For additional training purchased by Customer, Customer will reimburse PerfectMind for all reasonable travel and other out-of-pocket expenses incurred by PerfectMind's employees and subcontractors in providing on-site training. All such expenses for which

PerfectMind seeks reimbursement will be supported by documentation in a form reasonably acceptable to Customer.

5.3 Customer Responsibilities. Customer will (a) be responsible for Account-holders' compliance with all of the terms and conditions of this Agreement; (b) be solely responsible for the accuracy, quality, integrity and legality of Customer Data, including Customer Content, and of the means by which Customer Data is acquired and used, including compliance with all personal information privacy laws and regulations and ensuring that no third party Intellectual Property Rights are infringed; (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Platform, and notify PerfectMind promptly of any such unauthorized access or use; and (d) use the Platform only for Permitted Purposes and in accordance with the documentation therefor and all Applicable Laws.

5.4 Prohibited Conduct. Customer will not

- (a) make the Platform available to anyone, or permit anyone to access the Platform, other than Account-holders;
- (b) license, sublicense, sell, resell, publish, republish, transfer, assign, distribute, rent, lease or time-share the rights granted to Customer under this Agreement, or copy or otherwise commercially exploit the Platform or its components in any way except in accordance with the rights granted hereunder;
- (c) use the Platform in any manner or for any purpose (i) that violates this Agreement, (ii) that contravenes, facilitates the violation of, or violates any Applicable Laws; (iii) that extracts, gathers, collects, or stores personal information about individuals except in compliance with all applicable personal information privacy laws or that involves data mining, robots or similar data gathering or extraction methods on individual's personal information without their express consent, or (iv) that interferes with or disrupts the integrity or performance of the Platform, PerfectMind's systems or networks or third-party data of Content contained therein;
- (d) attempt to gain unauthorized access to the Platform or its related systems or networks;
- (e) post, upload, reproduce, distribute or otherwise transmit on the Platform (i) pyramid schemes, (ii) any material that contains a virus, cancelbot, Trojan horse, worm or other harmful, disruptive or surreptitious component, (iii) defamatory, infringing, indecent or unlawful software, materials or information, or (iv) inappropriate, profane, or obscene software, materials or information without suitable or lawfully-required access controls;
- (f) alter, modify, reverse engineer, decompile, or disassemble, translate, extract data structures from or otherwise attempt to extract the source code from the Platform or any part thereof;
- (g) create derivative works based on the Platform or works containing a substantial part of the Platform;

- (h) copy, frame or mirror any part or content of the Platform;
- (i) disable or circumvent any access control or related process or procedure established with respect to the Platform;
- (j) remove any copyright or other proprietary or Intellectual Property Rights notices or labels on or in the Platform or any part, copy or report generated therefrom or thereof;
- (k) use the Platform to scan or probe another computer system, obstruct or bypass computer identification procedures or engage in unauthorized computer or network trespass without the express permission of the owners of such computer systems;
- (l) access the Platform in order to (i) build a competitive product or service, or (ii) copy any ideas, features, functions or graphics of the Platform;
- (m) forge headers or otherwise manipulate any protocols or identifiers used in any system or protocol in such a manner to disguise the origin of any Content transmitted using the Platform;
- (n) impersonate or falsely represent an association with any person, including a PerfectMind representative, without the prior express, written permission of such person; or
- (o) permit any of the foregoing to be done by any person, including Customer's employees, contractors, agents, or representatives, including Account-holders.

5.5 Commercial Electronic Messages. All email messages that Customer sends using the Platform will comply with all applicable anti-spam laws and regulations, including those relating to commercial electronic messages. When using the Platform, Customer will represent itself and/or its organization accurately and will not impersonate any other person, whether actual or fictitious. Customer specifically agrees that (to the extent that the Platform permits it, and it is within Customer's control to do so) for all messages that Customer sends using the Platform (i) the "from" line of the message will accurately and in a non-deceptive manner identify Customer's organization; (ii) the "subject" line of the message will not contain any deceptive or misleading content regarding the overall subject matter of the message, and (iii) the message will include the contact information of the Account-holder who sends the message or another individual within Customer's organization who may be readily contacted by the recipient, and such contact information will remain valid for at least 60 days after the message is sent. Customer will ensure that every message sent using the Platform will contain an "unsubscribe" link that allows recipient to remove himself/herself/itself from Customer contact list and specify an electronic address on the World Wide Web that can be accessed by the recipient of the message for the purpose of unsubscribing. Customer will promptly, and in any event no later than 10 days after the receipt of the request, give effect to any unsubscription requests it receives. Customer may not charge a fee, require the recipient to provide any personally identifying information beyond an email address, or make the recipient take any step other than sending a reply email or visiting a single page on an Internet website as a condition for giving effect to an unsubscribe request. Customer acknowledges that Customer will be responsible for maintaining and giving effect to the list of unsubscribe requests following termination of this Agreement.

5.6 Account Use. PerfectMind will issue Accounts, or permit Customer to issue Accounts, to individuals selected by Customer as Account-holders. Only Account-holders may access or use the Platform and each Account-holder's access to the Platform requires valid login credentials, including at least user identification and secure passwords (each an "**Account**"). The rights of an Account-holder may not be used by more than one individual, unless the Account of the Account-holder is reassigned in its entirety to another Account-holder, in which case the prior holder of the Account shall no longer have any right to access or use the Platform. Customer acknowledges and agrees that Customer:

- (a) is fully responsible for Accounts assigned by or at the request of Customer and the acts and omissions of each Account-holder, including the creation of Account credentials by any person, the maintenance, confidentiality and security of all passwords related to Accounts, and any and all activities that occur under Accounts (including persons who gain access to such Accounts, whether with or without permission);
- (b) will notify PerfectMind as soon as practicable after obtaining or receiving any knowledge of (i) any unauthorized use of an Account or any password related to an Account, or (ii) any other breach of security with respect to an Account, provided that such notification will not negate Customer's liability for any unauthorized use of an Account or password until such time as PerfectMind can be reasonably expected to take corrective measures; and
- (c) will provide true, current, accurate and complete information as prompted by the Account-creation process or as otherwise requested by PerfectMind from time to time and to promptly update such information when any changes occur so as to keep such information held by PerfectMind true, current, complete and accurate.

5.7 Usage Limitations. The following provisions apply with respect to the Platform:

- (a) **General Practices and Limits.** Customer acknowledges and agrees that PerfectMind may establish from time to time general practices and limits concerning the use of the Platform, including: the maximum size of any Customer Data, including Customer Content, that may be stored on PerfectMind servers (the "**Storage Limit**"); the maximum amount, speed and type of Customer Data, including Customer Content, that may be sent from or received using the Platform (the "**Usage Limit**"). Such general practices and limits may be posted on PerfectMind's website or otherwise made available through the Platform. Customer agrees that Customer's usage may not exceed such limits, and that it is Customer's responsibility to monitor Account usage of the Platform. PerfectMind covenants that the Storage Limit and the Usage Limit set for Customer will not be less than the following:

Minimum Storage Limit

- Storage: 80GB (\$160 per month for every additional 80GB blocks of storage)

Usage Limit

- Accountholders: Unlimited
- Email: 25,000 emails per month (\$200 per month for additional 50,000 emails)

(b) **Internet-based Software.** The Platform depends on the Internet, including networks, cabling, equipment and facilities that are not in PerfectMind’s control; accordingly (i) any representation made by PerfectMind regarding access performance, speeds, reliability, availability, use or consistency of the Platform, to the extent that they are dependent on the underlying Internet services, are on a “commercially reasonable efforts” basis, (ii) PerfectMind cannot guarantee any minimum level regarding actual user performance, speed, reliability, availability, use or consistency based on factors depending on the Internet, and (iii) content, data, messages, information or materials sent over the Internet may not be completely private, and anonymity is not guaranteed.

PART 6—CONTENT, INTELLECTUAL PROPERTY AND PRIVACY

6.1 Reservation of Rights. All right, title and interest, including all Intellectual Property Rights, in and to the Platform and PerfectMind Technology is and will at all times be fully vested in PerfectMind or its licensors, as the case may be.

6.2 Third-Party Content—Content accessed or available through the Platform may be owned by third-parties other than PerfectMind or Customer (collectively, “**Third Party Content**”) and may be protected by applicable Intellectual Property Rights. During use of the Platform, Customer may enter into correspondence with, purchase goods, hardware or services from, or participate in promotions of advertisers or sponsors showing their goods or services through the Platform. Any such activities, and any terms, conditions, warranties or representations associated with such activities are solely between the applicable third party and Customer. PerfectMind and its licensors shall have no liability, obligation or responsibility to Customer for any such correspondence, purchases or promotions. Customer acknowledges and agrees that Customer shall be solely responsible for obtaining necessary licenses, consent and permits from third-party providers with respect to any Third Party Content or ancillary software, hardware, or services that Customer may use in connection with its use of the Platform.

6.3 Feedback. From time to time during the term of this Agreement, Customer and Account-holders may provide PerfectMind with comments, suggestions, ideas and impressions of the Platform (“**Feedback**”). Customer acknowledges and agrees that, by disclosing such Feedback to PerfectMind, the provider thereof will be deemed to have granted to PerfectMind a royalty-free, worldwide, transferable, sub-licensable, non-exclusive, irrevocable and perpetual license to use, modify, adapt, improve or incorporate such Feedback into the Platform. Customer acknowledges and agrees that the right to use the Platform is good and sufficient consideration for any contributions, through the Feedback or otherwise, to the design, improvement, or functionality of the Platform and the transfer to PerfectMind thereof.

6.4 Customer Data. PerfectMind does not claim ownership of, and assumes no liability or responsibility with respect to, any Customer Data, including Customer Content. As

between PerfectMind and Customer, all right, title and interest (including Intellectual Property Rights) in and to Customer Data will at all times be fully vested in Customer, except that, by posting, uploading, inputting, providing, submitting, entering or otherwise transmitting Customer Data to PerfectMind or any third party using the Platform, Customer agrees as follows:

- (a) Customer will have thereby granted PerfectMind a royalty-free, non-exclusive, worldwide, fully paid-up limited license to use, copy, distribute, transmit, display, edit, delete, publish and translate such Customer Data to the extent reasonably required by PerfectMind in connection with the functionality of the Platform and the performance of this Agreement as well as to ensure adherence to or enforce the terms of this Agreement;
- (b) Customer, and not PerfectMind, will have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and Intellectual Property Rights of all Customer Data, and PerfectMind will not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data; and
- (c) Customer will have thereby confirmed, represented and warranted to PerfectMind that Customer has all rights, titles and interests (including all Intellectual Property Rights as well as the power and authority necessary), to grant the license to such Customer Data set above in subsection 6.4(a).

6.5 Privacy. PerfectMind acknowledges and agree that Customer Data may contain sensitive information, and, in connection therewith, (a) PerfectMind will comply with all Applicable Laws relating to personal information privacy, including British Columbia *Personal Information Protection Act* and will adhere to the PerfectMind Privacy Policy, which forms an integral part hereof and is incorporated herein by reference; (b) PerfectMind will use industry-standard management practices, technologies and security to protect the integrity, safety and security of Customer Data in both physical and electronic form; (c) Customer acknowledges and agrees that its use of the Platform will utilize, in whole or in part, the public Internet and third party networks to transmit communications, which transmissions may be intercepted by other parties or stored, cached, routed, transmitted or received in jurisdictions outside of the jurisdiction of Customer, (d) PerfectMind will not use Customer Data for any purpose other than to provide the functionality of the Platform to Customer and its users, to ensure adherence to or enforce the terms of this Agreement, or (only in aggregate form) for site metrics; (e) PerfectMind reserves the right to modify the PerfectMind Privacy Policy and its security policies in its reasonable discretion from time to time, subject to any Applicable Laws.

6.6 Use of the Other Party's Name. Each party may use the other party's name in its news releases, marketing and promotional materials and the like provided that such will comply with any standards set by the other party from time to time. Each party will cease to use the other party's name upon any expiration or termination of this Agreement.

PART 7—TERM AND TERMINATION

7.1 Term. This Agreement commences on the date first set out above and will continue in effect for five (5) years thereafter, unless earlier terminated or renewed in accordance with the provisions of this Agreement (the “**Term**”). At the expiration of the initial five year period, the

Term will be automatically renewed for successive one year periods unless a party provides written notice to the other party of the first party's intention not to renew, at least thirty days before the expiry of the then-current Term.

7.2 Renewal Terms. The fees payable by Customer during any such renewal term will be the same as the fee for the last year during the prior term unless PerfectMind has given Customer written notice of a pricing change at least 90 days' before the end of such prior term, in which case the pricing change will be effective upon renewal and thereafter.

7.3 Termination. Either party may terminate this Agreement for cause, immediately upon written notice to the other party, if:

- (a) the other party is in default of any of its material obligations under this Agreement and such default is not remedied within thirty (30) days of the date of receipt of written notice thereof, provided that cure period with respect to default in payment obligations is ten (10) days; or
- (b) the other party ceases to conduct business in the normal course; the other party becomes insolvent or bankrupt; the other party makes any assignment for the benefit of creditors; proceedings are instituted by or against the other party seeking relief, reorganisation or rearrangement under any laws relating to insolvency; a receiver, liquidator or trustee is appointed in respect of any property or assets of the other party; or an order is made for the liquidation, dissolution or winding up of the other party.

7.4 Payment on Termination. If this Agreement is terminated by Customer due to PerfectMind's default, then PerfectMind will refund to Customer an amount equal to the fees actually paid by Customer for the year during which the termination occurs prorated based on the post-termination portion of the year. Otherwise, any termination of the Agreement will not relieve Customer of its obligation to pay the fees payable to PerfectMind for the Term of the Agreement for the use of the Platform nor does it entitle Customer to any refund. Upon the termination of this Agreement, without prejudice to any other rights PerfectMind may have, Customer will (a) remit all fees payable for the Professional Services and Work Products accepted by Customer prior to the date of such termination or suspension; (b) remit all fees payable for work-in-progress, on a time and materials basis, at the rate structure applicable to the Statement of Work Order; and (c) remit all such other costs of PerfectMind, demonstrated to the reasonable satisfaction of Customer, directly related to the permanent or temporary winding down of the Professional Services, work and deliveries which are being terminated or suspended.

7.5 Return of Customer Data. Upon request by Customer made within 30 days after the effective date of termination or expiration of this Agreement (except in the case of PerfectMind terminating this Agreement for cause under §7.3), PerfectMind will make available to Customer for download a file of the relevant Customer Data in a commercially-reasonable standard (such as comma separated value (.csv) or extendible markup language (.xml)) format along with attachments in their native format as stored by PerfectMind. After such 30-day period, PerfectMind will have no obligation to maintain or provide any such Customer Data and will thereafter, unless legally prohibited, delete all such Customer Data in PerfectMind systems or otherwise in PerfectMind's possession or under PerfectMind's control. Within 15 days of any termination for

cause of this Agreement by PerfectMind pursuant to Section 7.3, Customer may request return of Customer Data, in which case Customer will pay to PerfectMind any fees outstanding prior to the termination of this Agreement plus any fee that PerfectMind requests, based on the time required to accommodate Customer's request regarding return of Customer Data, and upon receipt of such payments, PerfectMind will make available Customer Data to Customer for download as set out above. If Customer does not make a request within the 15 day time limit or fails to make payments within five (5) days after receiving PerfectMind's fee request, Customer's right to access or use Customer Data will immediately cease, and PerfectMind will have no obligation to maintain or provide any Customer Data and will thereafter, unless legally prohibited, delete all such Customer Data in PerfectMind systems or otherwise in PerfectMind's possession or under PerfectMind's control.

7.6 Survival. Without limiting the applicability of other terms and conditions of this Agreement, the terms of this Agreement that, by their nature, are intended to survive any purported or actual termination or expiry of this Agreement will so survive, including Part 1, Part 3, Part 6, Part 7, Part 8, Part 9 (except for §9.1) and Part 10.

PART 8—CONFIDENTIALITY

8.1 Confidential Information. Neither party will, without the prior written approval of the other party, disclose or use for any purpose other than exercise of its rights or performance of its obligations under this Agreement any information, documents, know-how, trade secrets of the other party, including the terms of this Agreement and such other information that is not in the public domain including, in respect of the Customer Data and, in respect of the Platform (collectively, "**Confidential Information**") that may come to its knowledge or possession by reason of exchange of information under this Agreement or entering into this Agreement.

8.2 Obligation to Protect. Each party will protect the other's Confidential Information using the same standard of care that it would use to protect its own, similar information, but in any case no less than a reasonable standard of care for information of similar sensitivity.

8.3 Title. All right, title and interest (including all Intellectual Property Rights) in and to each party's Confidential Information will be and remain vested in such party.

8.4 Permitted Disclosures. Each party will not disclose Confidential Information of the other party to any person except to the first party's employees, agents and sub-contractors on a strictly "need-to-know" basis, and provided that such persons have are subject to confidentiality obligations equivalent to the obligations imposed hereunder. Notwithstanding such disclosures, each party will be fully responsible for any breaches of confidentiality caused by such persons to whom the Confidential Information is disclosed as if such breach were committed by such party.

8.5 Exceptions. Neither party will have an obligation with respect to Confidential Information where such party can establish, through documentary evidence, that such information (a) was previously known to it free of any obligation to keep it confidential, (b) is or becomes publicly available other than by unauthorized disclosure, (c) is legally disclosed by third parties

without restrictions of confidentiality, or (d) has been independently developed by it without reference to the other party's Confidential Information.

8.6 Governmental Disclosures. Notwithstanding anything else in this Agreement, if a party is required to disclose any Confidential Information to a government body or court of law or as otherwise required by law, it may do so provided that it gives the other party sufficient advance notice as reasonable in the circumstances subject to applicable law to enable the owner of such Confidential Information the opportunity to contest the disclosure or obtain a protective order and assists the owner of such Confidential Information in contesting or protecting same.

PART 9—WARRANTIES, DISCLAIMERS, INDEMNITIES AND LIABILITY

9.1 PerfectMind Warranties. PerfectMind represents and warrants to Customer that (a) the Platform will perform materially in accordance with the documentation therefor under normal use and circumstances; (b) the Professional Services will be performed in a diligent and workmanlike manner consistent with standards generally observed in the industry for similar services, and the Work Product will materially conform to the Statement of Work upon acceptance, and PerfectMind will use all commercially reasonable efforts to remedy any material non-conformance of the Work Product to the Statement of Work in an expeditious manner; and (c) the functionality of the Platform will not be materially decreased during the Term, subject to the other provisions of this Agreement. For clarity, PerfectMind will not be responsible for and the warranties provided by PerfectMind in this §9.1 do not apply to situations where improper or inadequate installation or maintenance of software or hardware that Customer uses to access or utilize, or otherwise in connection with, the Platform or Customer Data, or failure to properly configure the Platform for use in connection with such hardware or software is the cause of a failure or malfunction.

9.2 Mutual Warranty. Each party represents and warrants that it has the legal power and authority to enter into this Agreement and to fully abide by the terms and conditions hereof.

9.3 NO OTHER WARRANTIES. THE PLATFORM AND THE WORK PRODUCT ARE PROVIDED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS AND PERFECTMIND DOES NOT GUARANTEE THAT THE PLATFORM WILL FUNCTION ERROR-FREE OR UNINTERRUPTED. CUSTOMER ACKNOWLEDGES THAT PERFECTMIND DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICE PROVIDED UNDER THIS AGREEMENT MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. PERFECTMIND IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. THERE ARE NO REPRESENTATIONS, CONDITIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY PROVIDED IN THIS AGREEMENT. THE CONDITIONS, REPRESENTATIONS AND WARRANTIES EXPRESSLY SET OUT HEREIN ARE IN LIEU OF, AND PERFECTMIND EXPRESSLY

DISCLAIMS, ALL CONDITIONS, WARRANTIES AND REPRESENTATIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING IMPLIED CONDITIONS, WARRANTIES OR REPRESENTATIONS IN RESPECT OF QUALITY, CONDUCT, PERFORMANCE, RELIABILITY, AVAILABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING BY USAGE OF TRADE, BY COURSE OF DEALING, BY COURSE OF PERFORMANCE, AT LAW, IN EQUITY, BY STATUTE OR OTHERWISE HOWSOEVER, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9.4 Indemnification by PerfectMind. PerfectMind will indemnify and hold harmless Customer, and its officers, employees and agents (collectively, in this §9.4, the “**Indemnified Persons**”), from and against any and all Claims brought or made against, or incurred by, the Indemnified Persons, or any one of them, arising out of a claim by a third party that the Platform or the Work Product infringes the Intellectual Property Rights of a third party enforceable in Canada or the United States.

9.5 Exception to PerfectMind Indemnity. Notwithstanding §9.4, PerfectMind will not be required to defend or indemnify any Indemnified Person if, and to the extent that, the Claim would not have arisen but for (a) any Indemnified Person’s combination of the Platform or Work products with software, services or products not supplied by PerfectMind, (b) any breach by an Indemnified Person of any provision of this Agreement, or (c) any refusal by the Indemnified Person to use a non-infringing version of the Platform or the Work Product offered by PerfectMind under §9.7.

9.6 Indemnification by Customer. Customer will indemnify and hold harmless PerfectMind and its officers, employees and agents (collectively, in this §9.6, the “**Indemnified Persons**”), from and against any and all Claims brought or made against, or incurred by, the Indemnified Persons, or any one of them, arising out of a claim by a third party that Customer Data, or Customer use of Customer Data (a) infringes the Intellectual Property Rights of a third party, or (b) is inappropriate, profane, defamatory, infringing, obscene or indecent or otherwise breaches any Applicable Law.

9.7 Additional Infringement Obligations. If PerfectMind receives any knowledge of any Claim in respect of §9.4 or any circumstances in which a Claim in respect of such provision is threatened or reasonably anticipated, it will, as soon as reasonably practicable, (a) procure, at its expense, the right for Customer to use the Platform or the Work Product, as the case may be, or such infringing part thereof; (b) replace, at its expense, the Platform or the Work Product, as the case may be, or such infringing part thereof, with material of comparable functionality that does not breach this Agreement; (c) if the removal of such infringing part of the Platform or the Work Product, as the case may be, would not be a breach of this Agreement, remove such infringing part of the Platform; or (d) terminate this Agreement and refund to Customer a *pro rata* portion of the Platform use fees prepaid by Customer for the period during which the Agreement is terminated.

9.8 Conduct of Indemnities. Each party acknowledges that the indemnifying party will be given complete authority for the defence or settlement of Claims indemnified hereunder, on the understanding that, in all events, the indemnified party will have the right (at its own expense) to participate in such defence or compromise through counsel of its choosing. An

indemnifying party's obligations to provide an indemnity hereunder will be conditional upon (a) the indemnified party notifying the indemnifying party as soon as reasonably practicable after receiving notice of a Claim, (b) the indemnified party providing such information and assistance as reasonably requested by the indemnifying party, and (c) the indemnified party not compromising or settling the Claim without the indemnifying party's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed.

9.9 EXCLUSION AND LIMIT OF LIABILITY. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER AND HOWEVER CAUSED, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, INCLUDING (WITHOUT LIMITATION) LOSS OF PRODUCTION, LOSS OF OR CORRUPTION TO DATA, LOSS OF PROFITS OR OF CONTRACTS, LOSS OF BUSINESS, LOSS OF MANAGEMENT OR OPERATION TIME AND LOSS OF GOODWILL OR ANTICIPATED SAVINGS, EVEN IF THE PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY THEREOF OR COULD HAVE FORESEEN SUCH CLAIMS. THE ENTIRE LIABILITY OF EACH PARTY TO THE OTHER PARTY FOR DIRECT DAMAGES FROM ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION OR THE CAUSE OF ACTION, WHETHER IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF A FUNDAMENTAL TERM, FUNDAMENTAL BREACH OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO THE FEES ACTUALLY PAID TO PERFECTMIND BY CUSTOMER DURING THE THREE (3) MONTHS PRECEDING THE CIRCUMSTANCES IN WHICH SUCH LIABILITY ARISES (EXCEPT THAT NOTHING IN THIS PROVISION WILL LIMIT CUSTOMER'S OBLIGATION TO PAY THE FEES PROVIDED IN PART 4 TO PERFECTMIND).

9.10 Exclusive Remedy. This Part 9 states PerfectMind's sole liability to Customer, and Customer's exclusive remedy against PerfectMind for any type of Claim described in Part 9.

PART 10—GENERAL

10.1 Internal Escalation of Disputes. Any controversy, claim or dispute (“**Dispute**”) arising out of or related to this Agreement, including, without limitation, Disputes covering the performance of the parties’ obligations or the interpretation of the terms and conditions of this Agreement or applicable fees or payments, shall be dealt with as follows: Each Dispute initially shall be brought for resolution before a committee consisting of two (2) representatives of each of the parties- the project manager and the Account Manager from PerfectMind and the project manager and a person with a position equivalent to Account manager from Customer. If the committee is unable to resolve a Dispute within ten (10) working days, then the Dispute shall be escalated to a separate committee consisting of one (1) officer of each party – the Director of Customer Service from PerfectMind and an officer of equivalent position from Customer. If this second committee is unable to resolve the Dispute within ten (10) working days, then the Dispute shall be escalated to another separate committee consisting of two (2) executive officers of each party – the CEO and the COO of PerfectMind and two executive officers with equivalent positions with Customer. Members of each committee shall act reasonably and good faith and attempt to resolve the dispute amicably.

10.2 Arbitration. If the committee of executive officers is unable to resolve the Dispute within fifteen (15) working days then either party may refer the Dispute to formal arbitration in accordance with the *Commercial Arbitration Act* (British Columbia), and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Either party may refer a Dispute to arbitration by serving written notice of its intention to arbitrate. Arbitration of the Dispute shall be conducted by a single arbitrator to be mutually agreed to by the parties within five (5) working days following the referral of the Dispute to arbitration. The arbitrator shall have substantial experience in arbitrating business disputes involving information technology matters, including contractual disputes. If the parties are unable to mutually agree upon an arbitrator, either party may apply to a court of competent jurisdiction for the appointment of such arbitrator. Each of the parties agrees to co-operate promptly and fully with the other party with respect to all aspects of arbitration including, without limitation, appointment of the arbitrator and compliance with any requests or orders of the arbitrator. All arbitration shall take place in Vancouver, British Columbia, Canada. All arbitration shall be conducted in the English language. Each party shall pay an equal share of the costs of any arbitration. Any award of the arbitrator shall be final and binding on the parties. .

10.3 Marketing. PerfectMind may use Customer’s name, with an accurate reference to Customer’s use of the Platform, in PerfectMind’s marketing materials or on PerfectMind’s website, with a link to Customer’s website.

10.4 Notice. Any notice required or permitted to be given hereunder will be in writing and may be given by personal services, including by courier, or by facsimile if confirmed on the same day, or in writing by registered airmail, with postage prepaid to the following:

If to PerfectMind:
 PerfectMind Inc.
 2nd Floor, 4333 Still Creek Drive
 Burnaby, BC, V5C 6S6
 Fax:

Attention: Farid Dordar-CEO or Ali Sanei-COO

If to Customer:
 7490 Sideroad 7 W,
 PO Box 125 Kenilworth
 Ontario, N0G 2E0

Attention: _____

Any notice given by personal delivery (including courier) will be conclusively deemed to have been given on the day of actual delivery thereof and, if given by facsimile, on the day of transmittal thereof if given during the normal business hours of the recipient on a business day, and on the business day during which such normal business hours next occur if not given during such hours.

10.5 Assignments. This Agreement may not be assigned by either party without the prior written approval of the other party, such approval not to be unreasonably withheld or delayed, but may be assigned by PerfectMind to (i) a parent, subsidiary or affiliate; (ii) an acquirer of assets; or (iii) a successor by merger, on written notice to Customer. Any purported assignment in violation of this section shall be void.

10.6 Applicable Law. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein, without reference to conflict of laws principles, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Platform shall be subject to the jurisdiction of the courts of British Columbia, Canada, to which the parties hereby irrevocably attorn.

10.7 Force Majeure. Neither party shall be liable for damages for any delay or failure of delivery arising out of an event of Force Majeure.

10.8 Waivers. No right under this Agreement will be deemed to be waived except by notice in writing signed by the party waiving its right, and any such waiver will not prejudice its rights in respect of any subsequent breach of this Agreement by the other party. Any failure by a party to enforce any clause of this Agreement or right contained in it, or any forbearance, delay or indulgence granted by a party to the other party, will not be construed as a waiver of the first-mentioned party's rights under this Agreement.

10.9 No Presumption. No presumption shall operate in favour of or against any party hereto as a result of any responsibility that any party may have had for drafting this Agreement.

10.10 Enurement. This Agreement will enure to the benefit of and be binding upon the parties and their successors, trustees, permitted assigns and receivers.

10.11 Injunctive Relief. Each party acknowledges and agrees that a breach by it of the provisions of this Agreement relating to Confidential Information, Intellectual Property Rights, or restrictive obligations may result in immediate and irreparable harm to the other party for which compensation would be an inadequate remedy. Accordingly, each party acknowledges and agrees that the other party may seek, as a matter of right and without the necessity of establishing the inadequacy of monetary damages, injunctive or other equitable relief to prevent or remedy such conduct from any court of appropriate jurisdiction.

10.12 Entire Agreement. This Agreement together with any applicable Statement of Work constitutes the entire Agreement between the parties and supersedes all prior representations, agreements, statements and understandings, whether verbal or in writing. In connection therewith, no terms or conditions stated in any Customer purchase order or other order or documentation will be incorporated into or form any part of this Agreement, and all such terms or conditions will be null and void, notwithstanding any provision therein.

10.13 Amendments. This Agreement may not be amended except by written instrument signed by an authorized representative of both parties.

10.14 Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same will not affect the other terms or provisions hereof or the whole of this Agreement, but such terms or provisions will be deemed modified to the extent necessary in the court's opinion to render such terms or provisions enforceable, and the rights and obligations of the parties will be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

10.15 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

10.16 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

10.17 Counterparts. This Agreement may be signed in as many counterparts as may be necessary, each of which so signed will be deemed to be an original and each copy sent by electronic facsimile transmissions will be deemed to be an original, and such counterparts together will constitute one and the same instrument and notwithstanding the date or dates of execution will be deemed to bear the date as first above written.

IN WITNESS WHEREOF the parties have executed this Agreement with effect as of the date first above written.

PERFECTMIND INC.

Township of Wellington North

Per: _____
(Signature of PerfectMind Authorized Signatory)

Per: _____
(Signature of Customer Authorized Signatory)

Name: _____
(Please Print PerfectMind Signatory's Name)

Name: _____
(Please Print Customer Signatory's Name)

Title: _____
(Please Print PerfectMind Signatory's Title)

Title: _____
(Please Print Customer Signatory's Title)

EXHIBIT A
Platform Use fees

PLATFORM

The fees for the Platform use will be as follows:

Year One (from October 7th 2019 to October 6th 2020): \$6,000

Year Two (from October 7th 2020 to October 6th 2021): \$6,000

Year Three (from October 7th 2021 to October 6th 2022): \$6,000

Year Four (from October 7th 2022 to October 6th 2023): \$6,000

Year Five (from October 7th 2023 to October 6th 2024): \$6,000

EXHIBIT B

Statement of Work

Scope/Project Management and Planning

Customer will be responsible for overall implementation while PerfectMind will provide project planning based on timelines provided by Customer and support throughout the implementation process. PerfectMind will assign an Implementation Consultant for the project, who will be responsible for:

- Providing guidance regarding adherence to the project scope
- Communications with Customer
- Managing project issues and issue tracking
- Management of ongoing technical questions and required follow up actions related to the delivery of a successful software implementation
- Together with Customer, reviewing and updating the project tracking reports over periodical (recurring) calls with Customer, for the duration of the project
- Being reasonably available for project calls to provide ongoing project support
- Working with the designated Customer point of contact
- Deliverable acceptance and sign-off

In addition to the Implementation Consultant, PerfectMind will assign appropriate staff to complete the deliverables described in this Statement of Work, including testing, administration and ongoing support during recurring project meetings.

Timeline

Customer is planning to implement the solution with the following estimated timeline. PerfectMind is expected to recommend an overall implementation plan and timeline based on their experience with implementations of similar scope and complexity. Timely completion of the project based on this schedule will depend on adequate dedication of resources by both parties and timely completion of deliverables for both PerfectMind and the Customer .

October 7 th 2019	Contract Signature
TBD	Project kick off
TBD	Project Initiation
TBD	Software Configuration and Reports
TBD	User Acceptance Testing
TBD	Data Conversion
TBD	Training and Documentation
TBD	Go-live

Technical Requirements

PerfectMind will provide a SaaS solution. The only requirement for operating and using the proposed solution will be broadband internet connection and access to the internet via a web browser with all standard browsers being supported (recommended browsers will be communicated to Customer during the implementation phase).

Customer Testing

PerfectMind will develop a test plan for Customer that covers system and functional, testing. After all of the components of the system have been completed, Customer will conduct system and functional testing. Customer will report any defects to PerfectMind immediately for correction. If any defects are found, PerfectMind will provide a plan to achieve acceptance or to make corrections or replacements.

Training

PerfectMind will provide system administrators and trainers identified by Customer (number of system administrator and trainers to be determined at the discretion of Customer) with access to a full curriculum of training media. PerfectMind has developed a training plan for Customer to fully prepare the system administrators to support the system. The training plan will include:

- In-depth understanding of the system functionalities, including:
 - Workflow Development
 - Report Development
 - Software Configuration
- A review of best practices in the configuration and use of the system.
- Training content on different modules of the system, including:
 - Contact/Account Management
 - Store/Point of Sale Training
 - Membership Management
 - Attendance Tracking
 - Billing Management
 - Activity/Program Registration
 - Facility Rental
 - Appointments and Private Lesson scheduling
 - Marketing
 - Staff Management
 - Accounting
 - Document Template creation and configuration
- Troubleshooting

PerfectMind will provide technical assistance to Customer's IT staff on the operation of the system. PerfectMind will investigate and troubleshoot any technical issues with the system that Customer's IT staff report to PerfectMind.

Deliverables and Service Acceptance

Customer designee will formalize the acceptance of the service via written acceptance of the following acceptance forms:

ACCEPTANCE FORM A



Project Kickoff

Purpose

The purpose of the Project Kickoff Acceptance Form is to confirm that the project kickoff has occurred and the following deliverables are completed.

Deliverables

- Contract signature and execution
- Welcome email received
- Discovery survey submitted
- Weekly recurring Q&A calls scheduled

The above deliverables are completed as of _____ and are formally accepted on behalf of the Customer.

Accepted by:
(Township of Wellington North): _____

Date: _____

Title: _____

(PerfectMind): _____

Date: _____

Title: _____

ACCEPTANCE FORM B

Configuration

Purpose

The purpose of the Configuration Acceptance Form is to confirm that the PerfectMind system configuration has occurred and the following deliverables are completed.

Deliverables

- Login to PerfectMind University
- Login to live PerfectMind instance
- Configuration phase 1 (Settings) progress confirmation submitted
- Configuration phase 2 (Clients & Accounts) progress confirmation submitted
- Configuration phase 3 (Point of Sale) progress confirmation submitted
- Configuration phase 4 (Memberships) progress confirmation submitted
- Configuration phase 5 (Facilities Equipment) progress confirmation submitted
- Configuration phase 6 (Facilities) progress confirmation submitted
- Configuration phase 7 (Activities) progress confirmation submitted
- Configuration phase 8 (Website & Marketing) progress confirmation submitted

The above deliverables are completed as of _____ and are formally accepted on behalf of the Customer.

Accepted by:

(Township of Wellington North): _____

Date: _____

Title: _____

(PerfectMind): _____

Date: _____

Title: _____

ACCEPTANCE FORM C



Go-Live Readiness

Purpose

The purpose of the Go-Live Readiness Acceptance Form is to confirm that all Go-Live readiness activities have occurred and the following deliverables are completed.

Deliverables

- User Acceptance Testing completed
- PerfectMind QA testing completed
- End User Training program provided
- Hardware configuration validated

The above deliverables are completed as of _____ and are formally accepted on behalf of the Customer.

Accepted by:

(Township of Wellington North): _____

Date: _____

Title: _____

(PerfectMind): _____

Date: _____

Title: _____

ACCEPTANCE FORM DPerfect**Mind**

Project Completion- Final Acceptance

Purpose

The purpose of the Project Completion acceptance form is to provide final acceptance of all aspects of the project package and confirms all deliverables are completed.

Deliverable

- Processing 'live' customer transactions on the PerfectMind platform

The above deliverables are completed as of _____ and are formally accepted on behalf of the Customer.

Accepted by:

(Township of Wellington North): _____

Date: _____

Title: _____

(PerfectMind): _____

Date: _____

Title: _____

Fee Payment Schedule

Schedule Target Dates	Milestones & Deliverable	Subscription	Implementation	Payment Date
October 7 th , 2019	Upon signing of the agreement <ul style="list-style-type: none"> • Contract Signature and Execution • Payments due: 	\$6,000		Upon signing of the Agreement
TBD	Project Kick off (Milestone 1) <ul style="list-style-type: none"> • Weekly recurring Q&A calls scheduled • Welcome email package received • Project discovery survey completed • Creation of the live production environment 		\$1,500	Upon completion of Acceptance Form A
TBD	Software configuration (Milestone 2) <ul style="list-style-type: none"> • Login to PerfectMind University guided configuration environment • Login to live PerfectMind instance • Completion of all guided configuration milestones 		\$1,500	Upon completion of Acceptance Form B
TBD	Go-Live Readiness (Milestone 3) <ul style="list-style-type: none"> • User Acceptance Testing completed • PerfectMind QA testing completed • End User Training program provided • Hardware configuration validated 		\$1,500	Upon completion of Acceptance Form C
TBD	Go-live (Milestone 4) The system is pushed to the Production environment.		\$1,500	Upon completion of Acceptance Form D
Total		\$6,000	\$6,000	

PerfectMind is not expected to provide any of the Professional Services described above on-site at Customer's facilities. Should Customer require on-site Professional Services, it has to purchase them separately from PerfectMind, in which case separate fees for the Professional Services, as applicable, and compensation for travel, accommodation and other out-of-pocket expenses for providing on-site Professional Services will be charged by PerfectMind.

EXHIBIT C**PerfectMind Rate for Professional Services**

Optional Services	Unit Price	Description
Importation of Data	\$150/hr	Upon termination of this Agreement, PerfectMind shall supply to Customer a basic export of the complete data in a format suitable for importation. Anything beyond will be charged at this rate.
Professional Services	\$150/hr	Services outside the agreed to Statement of Work that requires additional resourcing to accommodate Customer's requests (other than development/programming).
Integration to third party software	\$250/hr	Processing Integration with the Customer's preferred payment processor.
Training	\$150/hr	Any future additional training requested outside the Statement of Work.
Development	\$250/hr	Services outside the agreed to Statement of Work that requires additional development (programming).

The above fees do not include any travel, living or any other out-of-pocket expenses incurred by PerfectMind in providing on-site Professional Services. Customer will pay PerfectMind a flat rate of \$550 per day per PerfectMind employee or subcontractor who provides on-site Professional Services to Customer to cover accommodation, meal, local transportation and other out-of-pocket expenses, except travel (airfare) expenses. Customer will reimburse PerfectMind for all reasonable travel (airfare) expenses incurred by PerfectMind's to send its employees and subcontractors to Customer's site. All such travel (airfare) expenses for which PerfectMind seeks reimbursement will be supported by documentation in a form reasonably acceptable to the Customer.

EXHIBIT D

Service Levels

1. Platform Uptime.

The Platform will achieve a system uptime performance level of 99.9% during the Operation Hours on an annual basis inclusive of any downtime caused by the underlying telecommunication services provider. In this Exhibit, “Operation Hours” means 6 am to midnight Pacific Time, seven days a week.

PerfectMind will only be responsible for its Platform uptime performance levels and will not be responsible for any failure due to a failure of Customer’s system(s) or a Force Majeure event as described in this Agreement, and such failures shall not be counted against PerfectMind’s required system uptime performance levels.

PerfectMind may, upon not less than seven (7) days’ prior written notice to Customer, which may be email notification, cause the Platform to be unavailable for a period of time not to exceed 12 consecutive hours (“Planned Maintenance”). Planned Maintenance will be performed during the Maintenance Window, and not more than once per week, unless any such Planned Maintenance is a result of urgent events outside of PerfectMind’s direct control in which case PerfectMind will provide as much notice as is practicable. Planned Maintenance will apply against PerfectMind’s required uptime performance level unless (i) it is conducted during the Maintenance Window; or (ii) it is as result of remedial work necessary to address a material defect with third party software such as Microsoft® operating system or SQL server. In this Exhibit D, “Maintenance Window” means between 12:01 am and 6:00 am Pacific Time on any day.

2. Technical Support.

Following the reporting of a problem by Customer’s technical support personnel either via phone call or email PerfectMind’s technical support, PerfectMind will respond to the problem in accordance with the incident level and provide a fix to the problem all in accordance with the table set forth below:

24x7x365 Technical Support		
Description	Response time	Resolution Time
Customer report an incident via phone, email, or chat	A live agent will immediately discuss the issue with Customer	85% of the incidents are currently addressed on the first call
The initial call requires escalation to Level II	The initial call will be transferred to a Sr. live agent to further discuss the incident with the customer	95% of the escalated calls to level II are addressed within the first call
The escalated call to Level II requires escalation to the Development team	Level II agent create a case for the development team to further investigate the incident	Resolution time will follow the SLA table below

Service Level Agreement		
Incident Level	Description	Resolution Time
Critical	<p>This incident level is attained when the following conditions are met:</p> <ul style="list-style-type: none"> - Complete inability to use the Platform; or - A reoccurring temporary inability to use the Platform 	Within the <u>same business day</u>
High	<p>This incident level is attained when the following conditions are met:</p> <ul style="list-style-type: none"> - A significant degradation of the significant features or functions available on the Platform - Recent modifications to the Platform cause some significant features or functions to operate inconsistently 	Within <u>24 hours</u>
Low	<p>This incident level is attained when the following conditions are met:</p> <ul style="list-style-type: none"> - A minor degradation of some significant features or functions; or - A degradation of some secondary features or function occurs 	These issues will be reviewed and prioritized according to the severity of the issue. An accurate estimate will be provided to the customer within a week after the incident is reported

EXHIBIT E

Platform Features and Functionalities

PerfectMind's Platform will include the following features and functionalities:

- **Built-In Reporting Engine**
A built-in reporting engine to help the customer to create reports.
- **Integrated Workflow Engine**
Generate workflows to streamline your team's processes and communications
- **Business App Store**
PerfectMind is adaptable through our community-driven App Store.
- **Open API**
Having access to an adaptable integration with external apps allows fluid interconnectivity and collaboration across platforms
- **Data Security, Auditing and Permissions**
The ability to control app-level access, user auditing, user time limits, specific IP access, as well as group- and role-based data permissions.
- **Multi-Site Management & Reporting**
To allow client to manage multiple sites from one account.
- **24/7 Customer Service**
PerfectMind provides 24x7 operation support using live agents/chat/email.

Recreation Management Features:

- **Facility booking and Scheduling**
PerfectMind booking takes care of conflict and contract management, recurring bookings, equipment and rental inventory, capacity management and more. Your staff and your members can schedule events online or on-site. PerfectMind lets you manage facility dependencies, availability, and multiple rates. Customers can book using desktop, tablet or mobile devices on all popular web browsers.
- **Membership Management**
This allows you to manage families, multiple memberships, and related contacts.
- **Document Management**
You can create, save, print, upload and manage your documents for your organization in the cloud. Sign waivers, contracts, and other documents electronically with a digital signature and store them safely in the cloud.
- **Staff Management**
You can view all your staff schedules in one master calendar. PerfectMind provides your staff with the ability to make their own schedule and to adjust availability for vacations and time off. Manage staff wages, commissions, hours, availability and much more. Restrict access permissions for users and groups to improve security.
- **Activity Registration**
Online or on-site registration for all types of bookings including courses, private lessons, drop-in and flexible registrations to accommodate your needs. Intelligent conflict management gives you the flexibility to readily make changes to events.

- **POS and Inventory Management**
To sell products, service or event online or on-site using cutting-edge features within inventory and sales management. Track purchase orders and inventory.
- **Attendance Tracking and Check-in**
Allow customers to scan or check themselves in at the front desk using a kiosk, or manually check-in with a staff member. Improve retention with live class statistics, and much more. Guest check-ins allow for quick processing to non-members or during busy periods.
- **Calendar**
Flexible, multi-functional calendar with drag-and-drop functionality to make changes and updates to events, activities and facility booking. You can also view multiple facilities, locations and courses.
- **Marketing**
A built-in, fully-functional email solution replaces the need for any additional email applications so you can streamline your marketing for programs, campaigns, and personalized operation emails. Increase signups and enrollments using loyalty and referral programs. You can also have access to simple and customizable landing pages and lead-capture forms.
- **Task Management**
To schedule automated and recurring tasks with alerts to stay up-to-date, organized and focused. Set reminders based on predefined or custom triggers
- **Reports**
PerfectMind's built-in reporting engine enables you to create, customize and run reports. Create and schedule custom financial, attendance, utilization, and marketing reports all from the same interface. View real-time analytics and historical data in tabular or graphical format. All reports can be exported for use in a third-party application.
- **Account management**
To keep track of your clients and contacts including organizations and families

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

BY-LAW NUMBER 090-19

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF A
MASTER SERVICES AGREEMENT BETWEEN DOCUSIGN AND
THE CORPORATION OF THE TOWNSHIP OF WELLINGTON
NORTH**

WHEREAS The Corporation of the Township of Wellington North and DocuSign, wish to enter into a master services agreement.

**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 a master services agreement with DocuSign in substantially the same form as the agreement attached hereto as Schedule "A".
2. That the Mayor and the Manager of Human Resources of the Corporation of the Township of Wellington North are hereby authorized and directed to execute the said agreement and all other documentation required on behalf of the Corporation.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 7TH DAY OF OCTOBER, 2019.**

ANDREW LENNOX, MAYOR

KARREN WALLACE CLERK

[FREE TRIAL](#)[CONTACT SALES](#)Sales: 1-877-720-2040 [Support](#) [Access Documents](#) [Log In](#)

DOCUSIGN MASTER SERVICES AGREEMENT

If you started a subscription before August 14, 2019, your use of the DocuSign Services is governed by the terms here: <https://www.docusign.com/company/legacy-agreements>

This DocuSign Master Services Agreement (“**MSA**”) is made between DocuSign, Inc., a Delaware corporation, (“**DocuSign**”) and the Customer identified on the Order Form (“**Customer**”), together referred to as the “**Parties**” and each individually as a “**Party**.” Specific services terms, product details and any applicable license and/or subscription terms will be set forth in applicable [Service Schedule\(s\) \(located at https://www.docusign.com/company/terms-and-conditions/msa-service-schedules\)](https://www.docusign.com/company/terms-and-conditions/msa-service-schedules), Order Form(s) and SOW(s), each of which become binding on the Parties and subject to this MSA upon execution of an Order Form and/or SOW. Each Order Form and/or SOW is governed by and incorporates the following documents in effect as of the date of last update of such documents, collectively referred to as the “**Agreement**” that consists of:

1. the Order Form and/or Statement of Work;
2. any attachments and/or appendix(ices) to a Service Schedule;
3. Service Schedule(s); and
4. this MSA.

The applicable attachment(s), appendix(ices), and Service Schedule(s) is determined by the DocuSign Service(s) purchased on the Order Form and/or SOW. In the event of a conflict, the order of precedence is as set out above in descending order of control.

MSA Version: August 14, 2019.

Each Party agrees that the following terms and conditions govern each Order Form and/or SOW that references this MSA:

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1. DEFINITIONS

“**Account**” means a unique account established by Customer to enable its Authorized Users to access and use a DocuSign Service.

“**Account Administrator**” is an Authorized User who is assigned and expressly authorized by Customer as its agent to manage Customer’s Account, including, without limitation, to configure administration settings, assign access and use authorizations, request different or additional services, provide usage and performance reports, manage templates, execute approved campaigns and events, assist in third-party product integrations, and to receive privacy disclosures. Customer may appoint an employee or a third-party business partner or contractor to act as its Account Administrator and may change its designation at any time through its Account.

“**Affiliate**” of a Party means any entity that the Party directly or indirectly owns or controls more than fifty percent (50%) of the voting interests of the subject entity. Any legal entity will be considered a Party’s Affiliate as long as that interest is maintained.

“**Authorized User**” means one individual natural person, whether an employee, business partner, contractor, or agent of Customer or its Affiliates who is registered by Customer to use the DocuSign Services. An Authorized User must be identified by a unique email address and user name, and two or more persons may not use the DocuSign Services as the same Authorized User. If the Authorized User is not an employee of Customer, use of the DocuSign Services will be allowed only if the user is under confidentiality obligations with Customer at least as restrictive as those in this Agreement and is accessing or using the DocuSign Services solely to support Customer’s and/or Customer Affiliates’ internal business purposes.

“**Confidential Information**” means (a) for DocuSign, the DocuSign Services and Documentation; (b) for Customer, Customer Data; (c) any other information of a Party that is disclosed in writing or orally and is designated as confidential or proprietary at the time of disclosure to the Party

receiving Confidential Information (“**Recipient**”) (and, in the case of oral disclosures, summarized in writing and delivered to the Recipient within thirty (30) days of the initial disclosure), or that due to the nature of the information the Recipient would clearly understand it to be confidential information of the disclosing Party; and (d) the specific terms and conditions of this Agreement between the Parties. Confidential Information does not include any information that: (i) was or becomes generally known to the public through no fault or breach of this Agreement by the Recipient; (ii) was rightfully in the Recipient’s possession at the time of disclosure without restriction on use or disclosure; (iii) was independently developed by the Recipient without use of or reference to the disclosing Party’s Confidential Information; or (iv) was rightfully obtained by the Recipient from a third party not under a duty of confidentiality and without restriction on use or disclosure.

“**Customer Data**” means any content, eDocuments, materials, data and information that Customer or its Authorized Users enter into the DocuSign Services, including, but not limited to, any Customer personal data and information contained in eDocuments. Customer Data does not include any component of the DocuSign Services or material provided by or on behalf of DocuSign.

“**Documentation**” means DocuSign’s then-current technical and functional documentation for the DocuSign Services as made generally available by DocuSign.

“**DocuSign Cloud Service(s)**” means any subscription-based, hosted solution that is supported and operated on demand and provided by DocuSign under this Agreement.

“**DocuSign Service(s)**” means the services identified on the Order Form and/or SOW and obtained by Customer pursuant to this Agreement, including but not limited to DocuSign Cloud Services and Professional Services.

“**eDocument**” refers to a contract, notice, disclosure, or other record or document deposited into the DocuSign Service by Customer for processing.

“**Indemnified Party(ies)**” means, as the case may be, the Party (whether DocuSign or Customer) being indemnified for a third-party claim, including its employees, directors, agents, and representatives.

“**Indemnifying Party(ies)**” means the Party (whether DocuSign or Customer) that is providing indemnification under Section 9 (Third-Party Claims).

“**Order Form**” means the order form provided by DocuSign that sets forth the pricing and options of the DocuSign Services selected by Customer.

“**Order Start Date**” means the start date of the applicable Order Form as defined in that Order Form.

“**Professional Services**” means any integration, consulting, architecture, training, transition, configuration, administration, and similar ancillary DocuSign Services that are set forth in an Order Form or Statement of Work (“**SOW**”).

“**Service Schedule**” means the service-specific terms and conditions applicable to the DocuSign Service(s).

“Term” shall have the meaning set forth in Section 7.1 (Term).

2. USAGE AND ACCESS RIGHTS

2.1 Right to Use. DocuSign will provide the DocuSign Services to Customer as set forth in the Order Form and/or SOW. Subject to the terms and conditions of this Agreement, DocuSign grants to Customer a limited, non-exclusive, non-transferrable right and license during the Term, solely for its and its Affiliates’ internal business purposes, and in accordance with the Documentation, to: (a) use the DocuSign Services; (b) implement, configure, and through its Account Administrator, permit its Authorized Users to access and use the DocuSign Services; and (c) access and use the Documentation. Customer will ensure that its Affiliates and all Authorized Users using the DocuSign Services under its Account comply with all of Customer’s obligations under this Agreement, and Customer is responsible for their acts and omissions relating to the Agreement as though they were those of Customer.

2.2 Restrictions. Customer shall not, and shall not permit its Authorized Users or others under its control to do the following with respect to the DocuSign Services:

- (a) use the DocuSign Services, or allow access to it, in a manner that circumvents contractual usage restrictions or that exceeds Customer’s authorized use or usage metrics set forth in this Agreement, including the applicable Order Form or SOW;
- (b) license, sub-license, sell, re-sell, rent, lease, transfer, distribute, time share or otherwise make any portion of the DocuSign Services or Documentation available for access by third parties except as otherwise expressly provided in this Agreement;
- (c) access or use the DocuSign Services or Documentation for the purpose of developing or operating products or services intended to be offered to third parties in competition with the DocuSign Services or allow access by a direct competitor of DocuSign;
- (d) reverse engineer, decompile, disassemble, copy, or otherwise attempt to derive source code or other trade secrets from or about any of the DocuSign Services or technologies, unless and then only to the extent expressly permitted by applicable law, without consent;
- (e) use the DocuSign Services or Documentation in a way that (i) violates or infringes upon the rights of a third party, including those pertaining to: contract, intellectual property, privacy, or publicity; or (ii) effects or facilitates the storage or transmission of libelous, tortious, or otherwise unlawful material including, but not limited to, material that is harassing, threatening, or obscene;
- (f) fail to use commercially reasonable efforts to not interfere with or disrupt the integrity, operation, or performance of the DocuSign Services or interfere with the use or enjoyment of it by others;
- (g) use the DocuSign Services to create, use, send, store, or run viruses or other harmful computer code, files, scripts, agents, or other programs, or circumvent or disclose the user authentication or security of the DocuSign Cloud Service or any host, network, or account related thereto or use any aspect of the DocuSign Services components other than those specifically identified in an Order Form or SOW, even if technically possible; or

(h) use, or allow the use of, the DocuSign Services by anyone located in, under the control of, or a resident of a U.S. embargoed country or territory or by a prohibited end user under Export Control Laws (as defined in Section 13.5).

2.3 Suspension of Access. DocuSign may suspend any use of the DocuSign Services, or remove or disable any Account or content that DocuSign reasonably and in good faith believes violates this Agreement. DocuSign will use commercially reasonable efforts to notify Customer prior to any such suspension or disablement, unless DocuSign reasonably believes that: (a) it is prohibited from doing so under applicable law or under legal process (such as court or government administrative agency processes, orders, mandates, and the like); or (b) it is necessary to delay notice in order to prevent imminent harm to the DocuSign Services or a third party. Under circumstances where notice is delayed, DocuSign will provide notice if and when the related restrictions in the previous sentence no longer apply.

2.4 Trial Usage. If Customer registers for a free trial, promotional offer, or other type of limited offer for use of the DocuSign Services (“Free Trial”), Customer may be presented with additional terms and conditions when registering for a Free Trial, and any such additional terms and conditions are hereby incorporated into this Agreement by reference as a Service Schedule and are legally binding upon the Parties. ANY DATA THAT CUSTOMER ENTERS INTO THE DOCUSIGN SERVICES, AND ANY CONFIGURATIONS MADE BY OR FOR CUSTOMER, DURING THE FREE TRIAL WILL BE PERMANENTLY LOST AT THE END OF THE TRIAL PERIOD UNLESS CUSTOMER: (a) PURCHASES A SUBSCRIPTION TO THE SAME DOCUSIGN SERVICES AS THOSE COVERED BY THE TRIAL; (b) PURCHASES AN UPGRADED VERSION OF THE DOCUSIGN SERVICES; OR (c) EXPORTS SUCH DATA BEFORE THE END OF THE TRIAL PERIOD. CUSTOMER CANNOT TRANSFER DATA ENTERED OR CONFIGURATIONS MADE DURING THE FREE TRIAL TO A DOCUSIGN SERVICE THAT WOULD BE A DOWNGRADE FROM THAT COVERED BY THE TRIAL, AND IN SUCH SITUATION ANY CUSTOMER DATA OR CUSTOMIZATION WILL BE PERMANENTLY LOST. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION SECTION 8 (WARRANTIES AND DISCLAIMERS), SECTION 9 (THIRD-PARTY CLAIMS), AND SECTION 10 (LIMITATION OF LIABILITY), FREE TRIALS ARE PROVIDED “AS-IS” AND “AS AVAILABLE” AND, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, (y) WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY; AND (z) DOCUSIGN’S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO CUSTOMER’S USE OF THE FREE TRIAL IS \$100.

3. OWNERSHIP

3.1 Customer Data. Customer Data processed using the DocuSign Services is and will remain, as between Customer and DocuSign, owned by Customer. Customer hereby grants DocuSign the right to process, transmit, store or disclose the Customer Data in order to provide the DocuSign Services to Customer or, subject to the terms of Section 11.2 (Required Disclosure) below, to comply with any request of a governmental or regulatory body (including subpoenas or court orders) or as otherwise required by law.

3.2 DocuSign Services. DocuSign, its Affiliates, or its licensors own all right, title, and interest in and to any and all copyrights, trademark rights, patent rights, database rights, and other intellectual property or other rights in and to the DocuSign Services and Documentation, any

improvements, design contributions, or derivative works thereto, and any knowledge or processes related thereto and/or provided hereunder. Unless otherwise specified in the applicable SOW, all deliverables provided by or for DocuSign in the performance of Professional Services, excluding Customer Data and Customer Confidential Information, are owned by DocuSign and constitute part of the DocuSign Service(s) under this Agreement.

3.3 Third-Party Services or Materials. Customer may choose to obtain products or services that are provided or supported by third parties (“Third-Party Services”) for use with DocuSign Services. DocuSign assumes no responsibility for, and specifically disclaims any liability or obligation with respect to, any Third-Party Services that are provided pursuant to the terms of the applicable third-party license or separate agreement between the licensor of the Third-Party Services and Customer. Customer may choose to access or use materials that are provided by third parties (“Third-Party Materials”) for use with DocuSign Services. Notwithstanding anything to the contrary under this Agreement and irrespective of any modifications, improvements, enhancements, additions, or derivations provided by DocuSign, Third-Party Materials are provided “AS IS” and for Customer’s convenience only, and further, neither DocuSign nor its licensors for Third-Party Materials represent and warrant in any manner that Third-Party Materials are accurate, current, or comply with laws, rules and/or regulations of, or are otherwise valid and enforceable in or appropriate for, the jurisdiction in which the Third-Party Materials are used or for Customer’s purposes.

3.4 Feedback. DocuSign encourages Customer to provide suggestions, proposals, ideas, recommendations, or other feedback regarding improvements to DocuSign Services and related resources (“Feedback”). To the extent Customer provides Feedback, Customer grants to DocuSign a royalty-free, fully paid, sub-licensable, transferable (notwithstanding Section 13.2 (Assignability)), non-exclusive, irrevocable, perpetual, worldwide right and license to make, use, sell, offer for sale, import, and otherwise exploit Feedback (including by incorporation of such feedback into the DocuSign Services) without restriction; provided that such Feedback does not identify Customer, its Affiliates, or Authorized Users, or include any Customer Data without Customer’s prior written consent.

4. SECURITY AND CUSTOMER DATA

4.1 Security. DocuSign will use commercially reasonable industry standard security technologies in providing the DocuSign Services. DocuSign has implemented and will maintain appropriate technical and organizational measures, including information security policies and safeguards, to preserve the security, integrity, and confidentiality of Customer Data and personal data and to protect against unauthorized or unlawful disclosure or corruption of or access to personal data. Additional security obligations, if any, shall be set forth or referenced in the applicable Service Schedule, attachment and/or appendix.

4.2 Customer Data. Customer is responsible for Customer Data (including Customer personal data) as entered into, supplied or used by Customer and its Authorized Users in the DocuSign Services. Further, Customer is solely responsible for determining the suitability of the DocuSign Services for Customer's business and complying with any applicable data privacy and protection regulations, laws or conventions applicable to Customer Data and Customer’s use of the DocuSign Services. Customer grants to DocuSign the non-exclusive right to process Customer Data (including personal data) in accordance with the applicable data protection provisions and

the technical and organizational measures referred to in an applicable Service Schedule, attachment and/or appendix, for the sole purpose of and only to the extent necessary for DocuSign: (a) to provide the DocuSign Services; (b) to verify Customer's compliance with the restrictions set forth in Section 2.2 (Restrictions) if DocuSign has a reasonable belief of Customer's non-compliance; and (c) as otherwise set forth in this Agreement.

4.3 Use of Aggregate Data. Customer agrees that DocuSign may collect, use, and disclose quantitative data derived from the use of the DocuSign Services for industry analysis, benchmarking, analytics, marketing, and other business purposes. All data collected, used, and disclosed will be in aggregate form only and will not identify Customer, its Authorized Users, Customer Data, or any third parties utilizing the DocuSign Services.

5. PAYMENT OF FEES

5.1 Fees. Except as expressly set forth in the applicable Order Form or SOW, Customer will pay all fees set forth in the Order Form or SOW in accordance with the following: (a) DocuSign Services fees are invoiced annually in advance; (b) the first invoice will coincide with the Order Start Date or effective date of a SOW; (c) payment will be due within thirty (30) days from the date of the invoice; and (d) all amounts will be denominated in U.S. dollars. Upon execution by Customer and DocuSign, each Order Form and/or SOW is non-cancellable and non-refundable except as provided in this Agreement, and the Term as set forth in the Order Form for DocuSign Cloud Services is a continuous and non-divisible commitment for the full duration of the Term regardless of any invoice schedule. Customer may withhold from payment any charge or amount disputed by Customer in good faith pending resolution of such dispute, provided that Customer: (i) notifies DocuSign of the dispute prior to the date such payment is due, specifying in such notice (A) the amount in dispute, and (B) the reason for the dispute set out in sufficient detail to facilitate investigation by DocuSign and resolution by the parties; (ii) makes timely payment of all undisputed charges and amounts; (iii) works diligently with DocuSign to resolve the dispute promptly; and (iv) pays all amounts that are determined to be payable by resolution of the dispute (by adversarial proceedings, agreement or otherwise) within ten (10) days following such resolution.

5.2 Purchase Orders. If Customer issues a purchase order, then it shall be for the full amount set forth in the applicable Order Form or SOW, and DocuSign hereby rejects any additional or conflicting terms appearing in a purchase order or any other ordering materials submitted by Customer, and conditions assent solely based on the terms and conditions of this Agreement as offered by DocuSign. Upon request, DocuSign shall reference the purchase order number on its invoices, provided, however, that Customer acknowledges that it is Customer's responsibility to provide the corresponding purchase order information (including a purchase order number) to DocuSign upon the signing of any Order Form. Customer agrees that a failure to provide DocuSign with the corresponding purchase order shall not relieve Customer of its obligations to provide payment to DocuSign pursuant to Section 5.1 above.

5.3 Offsets; Late Charges; Attorneys' Fees. If DocuSign owes any amounts to Customer that are not derived from this Agreement, such amounts will not be withheld or offset against any invoice issued under this Agreement. DocuSign may assess late charges equal to the lesser of one and one-half percent (1.5%) of the unpaid balance per month or the highest rate permitted by applicable law. Customer will be responsible for any reasonable attorneys' fees, costs, and

expenses incurred by DocuSign to collect any amounts that are not paid when due. If Customer fails to timely pay any amounts due under this Agreement, then without limitation of any of its other rights or remedies, DocuSign may suspend performance of those DocuSign Services until DocuSign receives all past due amounts from Customer.

6. TAXES

6.1 Tax Responsibility. All payments required by this Agreement are stated exclusive of all taxes, duties, levies, imposts, fines or similar governmental assessments, including sales and use taxes, value-added taxes ("VAT"), goods and services taxes ("GST"), excise, business, service, and similar transactional taxes imposed by any jurisdiction and the interest and penalties thereon (collectively, "Taxes"). Customer shall be responsible for and bear Taxes associated with its purchase of, payment for, access to or use of the DocuSign Services. Taxes shall not be deducted from the payments to DocuSign, except as required by law, in which case Customer shall increase the amount payable as necessary so that after making all required deductions and withholdings, DocuSign receives and retains (free from any Tax liability) an amount equal to the amount it would have received had no such deductions or withholdings been made. If Customer claims tax exempt status for amounts due under this Agreement, it shall provide DocuSign with a valid tax exemption certificate (authorized by the applicable governmental authority) to avoid application of Taxes to Customer's invoice. Each Party is responsible for and shall bear Taxes imposed on its net income. Customer hereby confirms that DocuSign can rely on the ship-to name and address set forth in the Order Form(s) or SOW Customer places directly with DocuSign as being the place of supply for Tax purposes. The Parties' obligations under this Section 6.1 (Tax Responsibility) shall survive the termination or expiration of this Agreement.

6.2 Invoicing Taxes. If DocuSign is required to invoice or collect Taxes associated with Customer's purchase of, payment for, access to or use of the DocuSign Services, DocuSign will issue an invoice to Customer including the amount of those Taxes, itemized where required by law. If applicable, Customer shall provide to DocuSign its VAT, GST or similar tax identification number(s) on the Order Form or SOW. Customer shall use the ordered DocuSign Services for Customer's business use in the foregoing location(s) in accordance with the provided VAT or GST identification number(s).

7. TERM AND TERMINATION

7.1 Term. The term of an Order Form and any associated Service Schedule(s) is the period of time, including all renewals thereto, that begins on the Order Start Date and, unless terminated sooner as provided herein, will continue until the Order End Date, both dates as specified on the Order Form (the "Term"). In the case of a SOW for Professional Services, if no end date is specified in the SOW, then the SOW shall expire upon completion of Professional Services or early termination as permitted by this Agreement. The term of this MSA and this Agreement shall continue as long as an Order Form or SOW referencing or incorporated into this MSA remains valid and in effect. Prior to the Order Start Date, DocuSign may, upon mutual agreement, start providing Professional Services and/or provide Customer access to the DocuSign Services, which will be governed by this Agreement. Termination or expiration of any Order Form or SOW shall leave other Order Forms or SOWs unaffected.

7.2 Termination for Breach; Termination for Insolvency. If either Party commits a material breach or default in the performance of any of its obligations under this Agreement, then the other Party may terminate this Agreement in its entirety by giving the defaulting Party written notice of termination, unless the material breach or default in performance is cured within thirty (30) days after the defaulting Party receives notice thereof. Either Party may terminate this Agreement in its entirety upon written notice if the other Party becomes the subject of a petition in bankruptcy or any proceeding related to its insolvency, receivership or liquidation, in any jurisdiction, that is not dismissed within sixty (60) days of its commencement, or an assignment for the benefit of creditors.

7.3 Post-Termination Obligations. If this Agreement expires or is terminated for any reason: (a) Customer will pay to DocuSign any amounts that have accrued before, and remain unpaid as of, the effective date of the expiration or termination; (b) any and all liabilities of either Party to the other Party that have accrued before the effective date of the expiration or termination will survive; (c) licenses and use rights granted to Customer with respect to DocuSign Services and intellectual property will immediately terminate; (d) DocuSign's obligation to provide any further services to Customer under this Agreement will immediately terminate, except any such services that are expressly to be provided following the expiration or termination of this Agreement; and (e) the Parties' rights and obligations under Sections 6.1, 7.3, 8.3, and 10 through 13 will survive.

8. WARRANTIES AND DISCLAIMERS

8.1 DocuSign Service Warranties. DocuSign warrants that during the applicable Term, the DocuSign Services, when used as authorized under this Agreement, will perform substantially in conformance with the Documentation associated with the applicable DocuSign Services.

Customer's sole and exclusive remedy for any breach of this warranty by DocuSign is for DocuSign to repair or replace the affected DocuSign Services to make them conform, or, if DocuSign determines that the foregoing remedy is not commercially reasonable, then either Party may terminate this Agreement.

8.2 Mutual Warranties. Each Party represents and warrants that: (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against it in accordance with the terms of this Agreement; and (b) no authorization or approval from any third party is required in connection with its execution, delivery, or performance of this Agreement.

8.3 Disclaimer. Except for the express representations and warranties stated in this Section 8 (Warranties and Disclaimers), SOW or a Service Schedule, DocuSign: (a) makes no additional representation or warranty of any kind -- whether express, implied in fact or by operation of law, or statutory -- as to any matter whatsoever; (b) disclaims all implied warranties, including but not limited to merchantability, fitness for a particular purpose, and title; and (c) does not warrant that the DocuSign Services are or will be error-free or meet Customer's requirements. Customer has no right to make or pass on any representation or warranty on behalf of DocuSign to any third party.

9. THIRD-PARTY CLAIMS

9.1 By DocuSign. DocuSign will indemnify Customer, and its employees, directors, agents, and representatives from, and defend the Indemnified Parties against, any actual or threatened: (a) third-party claim; (b) third-party legal action; or (c) administrative agency action or proceeding (“Claim”) to the extent arising from or related to: (i) any alleged breach by DocuSign of specified security safeguards related to the DocuSign Services that results in the breach of its confidentiality obligations in Section 11 (Confidentiality); and (ii) any alleged infringement of any third-party intellectual property rights by the DocuSign Services as provided by DocuSign, or the Indemnified Party’s use thereof when used as authorized under this Agreement, provided, however, that DocuSign will not be responsible for alleged infringement that is due to the combination of DocuSign Services with goods or services provided by third parties.

9.2 By Customer. Customer will indemnify DocuSign, and its employees, directors, agents, and representatives from, and defend the Indemnified Parties against, any Claim to the extent arising from or related to: (a) use of the DocuSign Services by Customer or its Account Administrator or Authorized Users in violation of this Agreement, the Documentation, or applicable law; (b) any breach by Customer of its obligations under Section 2.2 (e)-(h) (Restrictions) or Section 11 (Confidentiality); or (c) the nature and content of all Customer Data processed by the DocuSign Services.

9.3 Procedures. The Parties’ respective indemnification obligations above are conditioned on: (a) the Indemnified Parties giving the Indemnifying Party prompt written notice of the Claim, except that the failure to provide prompt notice will only limit the indemnification obligations to the extent the Indemnifying Party is prejudiced by the delay or failure; (b) the Indemnifying Party being given full and complete control over the defense and settlement of the Claim (as long as the settlement does not include any payment of any amounts by or any admissions of liability, whether civil or criminal, on the part of any of the Indemnified Parties); (c) the relevant Indemnified Parties providing assistance in connection with the defense and settlement of the Claim, as the Indemnifying Party may reasonably request; and (d) the Indemnified Parties’ compliance with any settlement or court order made in connection with the Claim. The Indemnifying Party will indemnify the Indemnified Parties against: (i) all damages, costs, and attorneys’ fees finally awarded against any of them with respect to any Claim; (ii) all out-of-pocket costs (including reasonable attorneys’ fees) reasonably incurred by any of them in connection with the defense of the Claim (other than attorneys’ fees and costs incurred without the Indemnifying Party’s consent after it has accepted defense of such Claim); and (iii) all amounts that the Indemnifying Party agreed to pay to any third party in settlement of any Claims arising under this Section 9 (Third-Party Claims) and settled by the Indemnifying Party or with its approval.

9.4 Infringement Remedy. If Customer is enjoined or otherwise prohibited from using any of the DocuSign Services or a portion thereof based on a Claim covered by DocuSign’s indemnification obligations under Section 9.1 (By DocuSign) above, then DocuSign will, at its sole expense and option, either: (a) obtain for Customer the right to use the allegedly infringing portions of the DocuSign Services; (b) modify the allegedly infringing portions of the DocuSign Services so as to render them non-infringing without substantially diminishing or impairing their functionality; or (c) replace the allegedly infringing portions of the DocuSign Services with non-infringing items of substantially similar functionality. If DocuSign determines that the foregoing remedies are not commercially reasonable, then either Party may terminate this Agreement, and in such case DocuSign will provide a prorated refund to Customer for any prepaid fees received by DocuSign under this Agreement that correspond to the unused portion of the Term. Without limiting

DocuSign's obligation to indemnify Customer as set forth in Section 9.1 (By DocuSign) above, the remedy set out in this Section 9.4 (Infringement Remedy) is Customer's sole and exclusive remedy for any actual or alleged infringement by DocuSign of any third-party intellectual property rights in the event that Customer is enjoined or otherwise prohibited from using any of the DocuSign Services or a portion thereof based on a Claim covered by DocuSign's indemnification obligations under Section 9.1 (By DocuSign).

10. LIMITATIONS OF LIABILITY

10.1 Exclusion of Damages. EXCEPT FOR THE PARTIES' OBLIGATIONS UNDER SECTION 9 (THIRD-PARTY CLAIMS), UNDER NO CIRCUMSTANCES, AND REGARDLESS OF THE NATURE OF THE CLAIM, SHALL EITHER PARTY (OR THEIR RESPECTIVE AFFILIATES) BE LIABLE TO THE OTHER PARTY FOR LOSS OF PROFITS, SALES OR BUSINESS, LOSS OF ANTICIPATED SAVINGS, LOSS OF USE OR CORRUPTION OF SOFTWARE, DATA OR INFORMATION, WORK STOPPAGE OR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, COVER, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED UNDER THIS AGREEMENT, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH LOSSES.

10.2 Limitation of Liability. EXCEPT FOR: (A) THE PARTIES' OBLIGATIONS UNDER SECTION 9 (THIRD-PARTY CLAIMS); (B) DAMAGES RESULTING FROM DEATH OR BODILY INJURY ARISING FROM EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; AND (C) DOCUSIGN'S RIGHT TO COLLECT UNPAID FEES DUE HEREUNDER, TO THE EXTENT PERMITTED BY LAW, THE TOTAL, CUMULATIVE LIABILITY OF EACH PARTY (OR THEIR RESPECTIVE AFFILIATES) ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL BE LIMITED TO THE AMOUNTS PAID BY CUSTOMER FOR THE DOCUSIGN SERVICE(S) GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE THIS CUMULATIVE LIMIT. THE PARTIES FURTHER ACKNOWLEDGE THAT CUSTOMER MAY HAVE STATUTORY RIGHTS AGAINST DOCUSIGN FRANCE SAS AND CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY AMOUNTS RECOVERED BY CUSTOMER AGAINST DOCUSIGN FRANCE SAS PURSUANT TO SUCH RIGHTS SHALL BE AGGREGATED WITH ANY OTHER CLAIMS HEREUNDER FOR PURPOSES OF THE CAP ON DAMAGES SET FORTH ABOVE.

10.3 Independent Allocations of Risk. Each provision of this Agreement that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages represents an agreed allocation of the risks of this Agreement between the Parties. This allocation is reflected in the pricing offered by DocuSign to Customer and is an essential element of the basis of the bargain between the Parties. Each of these provisions is severable and independent of all other provisions of this Agreement, and each of these provisions will apply even if the warranties in this Agreement have failed of their essential purpose.

11. CONFIDENTIALITY

11.1 Restricted Use and Nondisclosure. During and after the Term, Recipient will: (a) use the Confidential Information of the other Party solely for the purpose for which it is provided; (b) not disclose such Confidential Information to a third party, except on a need-to-know basis to its attorneys, auditors, consultants, and service providers who are under confidentiality obligations at least as restrictive as those contained herein; and (c) protect such Confidential Information from unauthorized use and disclosure to the same extent (but using no less than a reasonable degree of care) that it protects its own Confidential Information of a similar nature.

11.2 Required Disclosure. If Recipient is required by law to disclose Confidential Information of the other Party or the terms of this Agreement, Recipient will give prompt written notice to the other Party before making the disclosure, unless prohibited from doing so by the legal or administrative process, and cooperate with the disclosing Party to obtain where reasonably available an order protecting the Confidential Information from public disclosure.

11.3 Ownership. Recipient acknowledges that, as between the Parties, all Confidential Information it receives from the disclosing Party, including all copies thereof in Recipient's possession or control, in any media, is proprietary to and exclusively owned by the disclosing Party. Nothing in this Agreement grants Recipient any right, title or interest in or to any of the disclosing Party's Confidential Information. Recipient's incorporation of the disclosing Party's Confidential Information into any of its own materials will not render Confidential Information non-confidential.

11.4 Remedies. Recipient acknowledges that any actual or threatened breach of this Section 11 (Confidentiality) may cause irreparable, non-monetary injury to the disclosing Party, the extent of which may be difficult to ascertain. Accordingly, the disclosing Party is entitled to (but not required to) seek injunctive relief in addition to all remedies available to the disclosing Party at law and/or in equity, to prevent or mitigate any breaches of this Agreement or damages that may otherwise result from those breaches. Absent written consent of the disclosing Party to the disclosure, the Recipient, in the case of a breach of this Section 11 (Confidentiality), has the burden of proving that the disclosing Party's Confidential Information is not, or is no longer, confidential or a trade secret and that the disclosure does not otherwise violate this Section 11 (Confidentiality).

12. GOVERNING LAW AND VENUE

12.1 The Parties agree to the following country-specific provisions for governing law and venue for all claims and disputes arising out of or relating to this Agreement. This Agreement will be interpreted, construed, and enforced in all respects in accordance with the following laws based on the ship-to address of the Customer reflected on the Order Form.

(a) United Kingdom, a Member State of the European Economic Area, or Switzerland. This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including without limitation non-contractual disputes or claims) are governed by and construed in accordance with the law of the Republic of Ireland. Each Party irrevocably agrees that the courts of the Republic of Ireland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims). The provisions of the U.N.

Convention on Contracts for the International Sale of Goods are expressly excluded and do not apply to this Agreement.

(b) Australia. This Agreement is governed by the laws of New South Wales, Australia, and both Customer and DocuSign agree to submit to the non-exclusive jurisdiction of the New South Wales courts. The provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods are expressly excluded and do not apply to this Agreement. Any legal action arising under this Agreement must be initiated within two years after the cause of action arises. Each Party hereby irrevocably waives, to the fullest extent permitted by law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement.

(c) Singapore. This Agreement is governed by the laws of Singapore, and both Customer and DocuSign agree to submit to the non-exclusive jurisdiction of the courts of the Republic of Singapore. The provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods are expressly excluded and do not apply to this Agreement. Any legal action arising under this Agreement must be initiated within two years after the cause of action arises.

(d) For all other locations. This Agreement is governed by the laws of the State of California, U.S.A., without reference to its choice of law rules to the contrary. The Parties hereby irrevocably consent to the exclusive jurisdiction of, and venue in, any federal or state court of competent jurisdiction located in San Francisco County, California, for the purposes of adjudicating any dispute arising out of this Agreement. To the extent permitted by law, choice of law rules, the United Nations Convention on Contracts for the International Sale of Goods, and the Uniform Computer Information Transactions Act as enacted shall not apply. Notwithstanding the foregoing, either Party may at any time seek and obtain appropriate legal or equitable relief in any court of competent jurisdiction for claims regarding such Party's intellectual property rights. Each Party hereby irrevocably waives, to the fullest extent permitted by law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement.

12.2 To the extent allowed by law, the English version of this Agreement is binding and other translations are for convenience only.

13. GENERAL

13.1 Relationship. The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties. Except as set forth in this Agreement, nothing in this Agreement, expressed or implied is intended to give rise to any third-party beneficiary.

13.2 Assignability. Neither Party may assign its rights or obligations under this Agreement without the other Party's prior written consent. Notwithstanding the foregoing, either Party may assign its rights and obligations under this Agreement to an Affiliate as part of a reorganization, or to a purchaser of its business entity or substantially all of its assets or business to which rights and obligations pertain without the other Party's consent, provided that: (a) the purchaser is not insolvent or otherwise unable to pay its debts as they become due; (b) the purchaser is not a

competitor of the other Party; and (c) any assignee is bound hereby. Other than the foregoing, any attempt by either Party to transfer its rights or obligations under this Agreement will be void.

13.3 Notices. Any notice required or permitted to be given in accordance with this Agreement will be effective only if it is in writing and sent using: (a) DocuSign Services; (b) certified or registered mail; or (c) a nationally recognized overnight courier, to the appropriate Party at the address set forth on the Order Form, with a copy, in the case of DocuSign, to legal@docusign.com. Each Party hereto expressly consents to service of process by registered mail. Either Party may change its address for receipt of notice by notice to the other Party through a notice provided in accordance with this Section 13.3 (Notices). Notices are deemed given upon receipt if delivered using DocuSign Services, two (2) business days following the date of mailing, or one (1) business day following delivery to a courier.

13.4 Force Majeure. In the event that either Party is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any cause beyond the reasonable control of the Party invoking this provision (including, without limitation, for causes due to war, fire, earthquake, flood, hurricane, riots, acts of God, telecommunications outage not caused by the obligated Party, or other similar causes) (“**Force Majeure Event**”), the affected Party’s performance will be excused and the time for performance will be extended for the period of delay or inability to perform due to such occurrence; provided that the affected Party: (a) provides the other Party with prompt notice of the nature and expected duration of the Force Majeure Event; (b) uses commercially reasonable efforts to address and mitigate the cause and effect of such Force Majeure Event; (c) provides periodic notice of relevant developments; and (d) provides prompt notice of the end of such Force Majeure Event. Obligations to pay are excused only to the extent that payments are entirely prevented by the Force Majeure Event.

13.5 Export Control. Customer acknowledges that the DocuSign Services and any related products, information, Documentation, software, technology, technical data, and any derivatives thereof, that DocuSign makes available to Customer (collectively “**Excluded Data**”) is subject to export control laws and regulations of the United States (including, but not limited to, the U.S. Export Administration Act and the sanctions regulations administered by the U.S. Department of the Treasury Office of Foreign Assets Control (“**OFAC**”)) and other jurisdictions (collectively “**Export Laws**”). Customer represents and warrants that: (a) it is not (i) located in an embargoed country or territory, or (ii) under the control of an entity organized in or a resident of an embargoed country or territory, or (iii) a prohibited end user under Export Laws (including, without limitation, to any end user in a U.S. embargoed country or territory or an end user included on OFAC’s listing of Specially Designated Nationals or the U.S. Commerce Department’s Entity List or Denied Persons List); and (b) it will not access, download, use, export or re-export, directly or indirectly, the Excluded Data to any location, entity, government or person prohibited by Export Laws without first complying with all Export Laws that may be imposed by the U.S. Government and any country or organization of nations within whose jurisdiction it operates or does business. Customer is solely responsible for complying with Export Laws for all Excluded Data and any of its content or Customer Data transmitted through the DocuSign Services.

13.6 Anti-Corruption. In connection with the services performed under this Agreement and Customer’s use of DocuSign’s products and services, the Parties agree to comply with all applicable anti-corruption and anti-bribery related laws, statutes, and regulations.

13.7 U.S. Government Rights. All DocuSign software (including DocuSign Services) is commercial computer software and all services are commercial items. “Commercial computer software” has the meaning set forth in Federal Acquisition Regulation (“**FAR**”) 2.101 for civilian agency purchases and the Department of Defense (“**DOD**”) FAR Supplement (“**DFARS**”) 252.227-7014(a)(1) for defense agency purchases. If the software is licensed or the DocuSign Services are acquired by or on behalf of a civilian agency, DocuSign provides the commercial computer software and/or commercial computer software documentation and other technical data subject to the terms of this Agreement as required in FAR 12.212 (Computer Software) and FAR 12.211 (Technical Data) and their successors. If the software is licensed or the DocuSign Services are acquired by or on behalf of any agency within the DOD, DocuSign provides the commercial computer software and/or commercial computer software documentation and other technical data subject to the terms of this Agreement as specified in DFARS 227.7202-3 and its successors. Only if this is a DOD prime contract or DOD subcontract, the Government acquires additional rights in technical data as set forth in DFARS 252.227-7015. Except as otherwise set forth in an applicable Service Schedule, this Section 13.7 (U.S. Government Rights) is in lieu of, and supersedes, any other FAR, DFARS or other clause or provision that addresses U.S. Government rights in computer software or technical data.

13.8 Publicity. Neither Party shall refer to the identity of the other Party in promotional material, publications, or press releases or other forms of publicity relating to the DocuSign Service unless the prior written consent of the other Party has been obtained, provided, however, that DocuSign may use Customer’s name and logo for the limited purpose of identifying Customer as a customer of the DocuSign Service.

13.9 Waiver. The waiver by either Party of any breach of any provision of this Agreement does not waive any other breach. The failure of any Party to insist on strict performance of any covenant or obligation in accordance with this Agreement will not be a waiver of such Party’s right to demand strict compliance in the future, nor will the same be construed as a novation of this Agreement.

13.10 Severability. If any part of this Agreement is found to be illegal, unenforceable, or invalid, the remaining portions of this Agreement will remain in full force and effect.

13.11 Entire Agreement. This Agreement is the final, complete, and exclusive expression of the agreement between the Parties regarding the DocuSign Services provided under this Agreement. This Agreement supersedes and replaces, and the Parties disclaim any reliance on, all previous oral and written communications (including any confidentiality agreements pertaining to the DocuSign Services under this Agreement), representations, proposals, understandings, undertakings, and negotiations with respect to the subject matter hereof and apply to the exclusion of any other terms that Customer seeks to impose or incorporate, or which are implied by trade, custom, practice, or course of dealing. This Agreement may be changed only by a written agreement signed by an authorized agent of both Parties. This Agreement will prevail over terms and conditions of any Customer-issued purchase order or other ordering documents, which will have no force and effect, even if DocuSign accepts or does not otherwise reject the purchase order or other ordering document.



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

Our Cultural Moment for October recognizes “The Howitzer”

In the late morning shadows of mature oak and maple trees, in front of the cenotaph in Mount Forest's Veterans' Memorial Park, sits the turret of an M109 Medium Self-Propelled 155 mm Howitzer. It's aimed at the sky to the south and provides an unusual greeting for visitors travelling north into town.

On the attached plaque we learn that this impressive piece of military equipment was manufactured in 1968 by Bowen McLaughlin-York in the United States. The armament is a 155 mm Howitzer and 50 calibre machine-gun. In its day, fully loaded for combat, it would have weighed 25 tonnes and held a crew of seven personnel. In terms of operations, it could travel up to 220 km on roads at a maximum speed of 53 kilometres per hour. The weapon could have fired a projectile weighing 44 kg onto a target 18,000 metres (18 km) away.

Presented to Mount Forest's Royal Canadian Legion Branch 134 from the soldiers and technicians of base maintenance of Canadian Forces Base Borden in 2008, this historical display has been identified as part of the Military Ground Equipment Displays on Wayward.com geocaching and has attracted several visitors to date. In 2013, the Township of Wellington North completed a Municipal Cultural Plan. One of the guiding assumptions of the process was the belief that *our history and culture are sources of identity for individual communities and the Township of Wellington North as a whole.*

At the time, the installation of this Howitzer at the town's entrance sparked conversation and controversy. Both menacing and magnificent, it has been a part of our cultural identity for over a decade and is only one of several impressive symbols of the proud military history worthy of exploration throughout the township.

Submitted By Linda Hruska Wellington North Cultural Roundtable



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

BY-LAW NUMBER 092-19

**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
OCTOBER 7, 2019**

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 October 7, 2019 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 7TH DAY OF OCTOBER, 2019.**

**ANDREW LENNOX,
MAYOR**

**KARREN WALLACE,
CLERK**