

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH  
AGENDA OF REGULAR COUNCIL MEETING – APRIL 12, 2021 AT 2:00 P.M.  
CLOSED SESSION TO FOLLOW OPEN SESSION  
VIA WEB CONFERENCING**

**HOW TO JOIN**

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

Please click this URL to join. <https://us02web.zoom.us/j/83254705715>

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**PAGE  
NUMBER**

**CALLING TO ORDER**

**ADOPTION OF THE AGENDA**

Recommendation:

*THAT the Agenda for the April 12, 2021 Regular Meeting of Council be accepted and passed.*

**DISCLOSURE OF PECUNIARY INTEREST**

**AWARDS/RECOGNITION/DECLARATIONS**

1. National Volunteer Week Proclamation

001

Recommendation:

*I, Andrew Lennox, Mayor on behalf of the Council of the Township of Wellington North do hereby proclaim April 18-24, 2021, as National Volunteer Week, and urge my fellow citizens to recognize the crucial role played by volunteers in our community.*

**RECESS TO MOVE INTO PUBLIC MEETING**

Recommendation:

*THAT the Council of the Corporation of the Township of Wellington North recess the April 12, 2021 Regular Meeting of Council for the purpose of holding a Public Meeting under the Planning Act:*

- *Mennonite Society of British North America, Minor Variance*
- *Jason Aitken, Minor Variance*
- *Allen and Erma Martin, Zoning Amendment*

**RESUME REGULAR MEETING OF COUNCIL**

Recommendation:

*THAT the Council of the Corporation of the Township of Wellington North resume the April 12, 2021 Regular Meeting of Council at : .*

**PASSAGE OF BY-LAWS ARISING FROM PUBLIC MEETING**

- a. By-law Number 043-21 being a by-law to amend By-law 66-01, being a Zoning By-law for the Township of Wellington North. (Lot 6, Concession 5, 7522 Sideroad 3 East, Allen and Erma Martin) 002

Recommendation:

*THAT By-law Number 043-21 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. (Lot 6, Concession 5, 7522 Sideroad 3 East, Allen and Erma Martin)*

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

1. Regular Meeting of Council, March 22, 2021 006  
2. Public Meeting, March 22, 2021 012

Recommendation:

*THAT the minutes of the Regular Meeting of Council and the Public Meeting held on March 22, 2021 be adopted as circulated.*

**BUSINESS ARISING FROM PREVIOUS MEETINGS OF COUNCIL**

**ITEMS FOR CONSIDERATION**

1. MINUTES

- a. Safe Communities Wellington County Leadership Table, January 20, 2021 019

Recommendation:

*THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Safe Communities Wellington County Leadership Table meeting held on January 20, 2021.*

- b. Maitland Valley Conservation Authority
- General Membership Meeting #9-20, November 18, 2020 023
  - General Membership Meeting #10-20, December 16, 2020 028
  - General Membership Meeting #1-2021, January 27, 2021 033
  - Annual Meeting of the Membership #2-2021, February 17, 2021 037

Recommendation:

*THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Maitland Valley Conservation Authority General Membership Meeting #9-20 held on November 18, 2020; the General Membership Meeting #10-20 held on December 16, 2020; the General Membership Meeting #1-2021 held on January 27, 2021; and the Annual Meeting of the Membership #2-2021 held on February 17, 2021.*

- c. Maitland Source Protection Authority, January 27, 2021 044

Recommendation:

*THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Maitland Source Protection Authority meeting held on January 27, 2021.*

- d. Saugeen Valley Conservation Authority 046

Recommendation:

*THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Saugeen Valley Conservation Authority meeting held on February 18, 2021.*

- e. Grand River Conservation Authority, Summary of the General Membership Meeting, March 26, 2021 050

Recommendation:

*THAT the Council of the Corporation of the Township of Wellington North receive the Grand River Conservation Authority Summary of the General Membership Meeting held on March 26, 2021.*

- f. Arthur Business Improvement Association, March 17, 2021 051

Recommendation:

*THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Arthur Business Association meeting held on March 17, 2021.*

- g. Wellington North Cultural Roundtable, March 18, 2021 053

Recommendation:

*THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Wellington North Cultural Roundtable meeting held on March 18, 2021.*

- h. Mount Forest Aquatics Ad-Hoc Advisory Committee, March 30, 2021 057

Recommendation:

*THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Mount Forest Aquatics Ad-Hoc Advisory Committee Meeting held on March 30, 2021*

- i. Recreation, Parks and Leisure Committee, April 6, 2021 060

Recommendation:

*THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Recreation, Parks and Leisure Committee meeting held on April 6, 2021.*

Recommendation:

*THAT the Council of the Corporation of the Township of Wellington North approve the agreement with the Mount Forest Agricultural Society.*

Recommendation:

*THAT the Council of the Corporation of the Township of Wellington North accept the resignation of Marty Young, Mount Forest Lions Club representative, from the Mount Forest Aquatics Ad-Hoc Advisory Committee.*

*AND FURTHER THAT the Council of the Corporation of the Township of Wellington North appoint AL Leach and Vern Job as members representing the Lions Club to the Mount Forest Aquatics Ad-Hoc Advisory Committee, as recommended by the Recreation, Parks and Leisure Committee.*

2. PLANNING

- a. Township of Southgate Notice of Public Meeting and Complete Application concerning a proposed Zoning By-law Amendment 064

Recommendation:

*THAT the Council of the Corporation of the Township of Wellington North receive the Township of Southgate Notice of Public Meeting and Complete Application concerning a proposed Zoning By-law Amendment.*

- b. Report DC 2021-007, 2073022 Ontario Inc., Draft Plan of Subdivision Agreement, Eastridge Landing Phase III & IV (Arthur, ON) 068

Recommendation:

*THAT Council of the Township of Wellington North receive Report DC 2021-007 being a report on 2073022 Ontario Inc. Draft Plan of Subdivision Agreement – Eastridge Landing Phase III & IV, Arthur, Ontario;*

*AND FURTHER THAT the Corporation enter into a Subdivision Agreement with 2073022 Ontario 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 to sign the by-law to enter into the Agreement on behalf of the Corporation.*

3. ECONOMIC DEVELOPMENT

- a. Report EDO 2021-011 Economic Development Office Update 072

Recommendation:

*THAT the Council of the Corporation of the Township of Wellington North receive for information Report EDO 2020-011 being an update from the Economic Development Office.*

4. FINANCE

- a. Cheque Distribution Report, April 1, 2021 080

Recommendation:

*THAT the Council of the Corporation of the Township of Wellington North receive the Cheque Distribution Report dated April 1, 2021*

5. FIRE

- a. Report DFC 2021-007 Fire Safety Grant Program 083

Recommendation:

*THAT the Council of the Corporation of the Township of Wellington North receive Report DFC 2021-007 Fire Safety Grant Program;*

*AND FURTHER THAT Council approve the application submitted by the Fire Service Management team for the Fire Safety Grant Program and allow staff to enter into a Transfer Payment Agreement with the Province to receive the funds*

*AND FURTHER THAT the Mayor and Clerk be authorized to execute the by-law to enter into the agreement.*

6. OPERATIONS

- a. Ontario Recreation Facilities Association, correspondence, open letter to ORFA Members and Industry Employers regarding ORFA membership 085

Recommendation:

*THAT the Council of the Corporation of the Township of Wellington North receive Ontario Recreation Facilities Association, correspondence, open letter to ORFA Members and Industry Employers regarding ORFA membership*

7. COUNCIL

- a. The People and Information Network, Media Release dated April 5, 2021, National Volunteer Week, The Value of One, The Power of Many 087

Recommendation:

*THAT the Council of the Corporation of the Township of Wellington North receive The People and Information Network, Media Release dated April 5, 2021, National Volunteer Week, The Value of One, The Power of Many.*

**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 April 12, 2021 Council agenda, with the exception of those items identified for separate discussion, be approved and the recommendations therein be adopted:*

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

**NOTICE OF MOTION**

**COMMUNITY GROUP MEETING PROGRAM REPORT**

Councillor Yake (Ward 1):

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

Councillor Burke (Ward 2):

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

Councillor Hern (Ward 3):

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

Councillor McCabe (Ward 4):

- Recreation, Parks and Leisure Committee
- Arthur BMX/Skateboard Park Advisory Committee
- Saugeen Valley Conservation Authority
- Wellington North Health Professional Recruitment Committee
- Arthur Trail Committee

Mayor Lennox:

- Committee of Adjustment
- Wellington North Power  
Ex Officio on all committees

## BY-LAWS

- |   |     |
|---|-----|
| a. By-law Number 036-21 being a by-law to authorize a Road Use Agreement (former Township of West Garafraxa)  | 089 |
| b. By-law Number 037-21 being a by-law to Authorize a Fire Safety Grant Transfer Payment Agreement with Office of the Fire Marshal  | 101 |
| c. By-law Number 038-21 being a by-law to adopt a Sewage Allocation Policy for the Township of Wellington North and to repeal By-laws 119-19 and 035-20                     | 115 |
| d. By-law Number 039-21 being a by-law to amend By-law 103-20 being a by-law to establish fees and charges for various services provided by the municipality                | 122 |
| e. By-law Number 040-21 being a by-law to authorize a Lease Agreement between the Corporation of the Township of Wellington North and the Mount Forest Agricultural Society | 124 |
| f. By-law Number 041-21 being a by-law to authorize a Subdivision Agreement (James Coffey/Eastwood)   | 128 |
| g. By-law Number 042-21 being a by-law to authorize a Sewage Allocation Agreement between The Corporation of the Township of Wellington North and Seawaves Homes Inc.       | 177 |

Recommendation:

THAT By-law Number 36-21, 037-21, 038-21, 039-21, 040-21, 041-21 and 042-21 be read a First, Second and Third time and enacted.

## CULTURAL MOMENT

Celebrating the Hamlet of Monck 183

## 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;

Recommendation:

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

- (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;*

1. REPORTS

- CLK 2021-011 Sale of Land Wells Street, Arthur
- Verbal update from CAO regarding Personnel Matters

2. REVIEW OF CLOSED SESSION MINUTES

- February 22, 2021

3. RISE AND REPORT FROM CLOSED MEETING SESSION

Recommendation:

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

Recommendation:

*THAT the Council of the Corporation of the Township of Wellington North receive Report CLK 2021-011 Sale of Land Wells Street, Arthur;*

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

Recommendation:

*THAT the Council of the Corporation of the Township of Wellington North receive the verbal update from CAO regarding Personnel Matters.*

Recommendation:

*THAT the Council of the Corporation of the Township of Wellington North approve the Closed Meeting Minutes of the February 22, 2021 Council Meeting*

**CONFIRMING BY-LAW 044-21**

184

Recommendation:

*THAT By-law Number 044-21 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 April 12, 2021 be read a First, Second and Third time and enacted.*

**ADJOURNMENT**

Recommendation:

*THAT the Regular Council meeting of April 12, 2021 be adjourned at \_\_\_:\_\_\_ p.m.*

<b>MEETINGS, NOTICES, ANNOUNCEMENTS</b>		
Mount Forest Business Improvement Area Directors Meeting	Tuesday, April 13, 2021	8:00 a.m.
Mount Forest Chamber of Commerce Meeting	Tuesday, April 13, 2021	7:30 p.m.
Arthur Chamber of Commerce Meeting	Wednesday, April 14, 2021	5:30 p.m.
Arthur Business Improvement Association Directors Meeting	Wednesday, April 21, 2021	7:30 p.m.
Regular Council Meeting – via video conference	Monday, April 26, 2021	7:00 p.m.
Arthur BMX Skateboard Park Committee Meeting	TBD	

**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**





## Mayors Proclamation : Volunteer Week

WHEREAS, 12.7 million Canadian volunteers give their time to help others, contributing close to 2 billion volunteer hours per year; and

WHEREAS, volunteers in the Township of Wellington North mentor our children, feed our hungry, comfort our lonely, beautify our green spaces, and fundraise for our playgrounds, splashpads, charitable organizations; and

WHEREAS, volunteers in the Township of Wellington North have stepped up during the COVID-19 pandemic to support families, friends, neighbours, and strangers, people standing up to systemic racism, and people sharing insights on how to create a more just and equitable society; and

WHEREAS, the Township of Wellington North's volunteers are young, old, families, workers, retirees, men and women of all ages and backgrounds; and

WHEREAS, the collective result of the work done by our communities volunteers is that the Township of Wellington North is a more desirable place to live; and

WHEREAS, organizations in the Township of Wellington North that rely on volunteers include such fundamental organizations as the Louise Marshall Hospital, Cancer Patient Services, Mount Forest Community Pantry, Arthur FoodBank, Lynes Blacksmith Shop, Mount Forest Fireworks Festival, our Agricultural Societies, Historical Societies, Horticultural Societies, Lions Clubs, Optimist Clubs, Get-in-touch-for-hutch and many more, and

NOW, THEREFORE, I, *Andrew Lennox*, Mayor on behalf of the Council of the Township of Wellington North do hereby proclaim April 18-24, 2021, as National Volunteer Week, and urge my fellow citizens to recognize the crucial role played by volunteers in our community.

# THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

## BY-LAW NUMBER 034-21

### 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 Lot 6, Concession 5 in the Geographic Township of Arthur as shown on Schedule "A" attached to and forming part of this By-law from:

- **Agricultural (A) to Agricultural Exception (A-101)**

2. THAT Section 33, Exception Zone 3 – Rural Areas, is amended by the inclusion of the following new exception:

<b>33.101</b> Lot 6 Concession 5 7522 Sideroad 3 E	<b>A-101</b>	Notwithstanding any other section of this by-law to the contrary, a Kennel may be permitted in addition to the uses permitted under the Agriculture (A) Zone, and shall operate in accordance with the regulations set out in the Townships Dog Licencing By-law, as amended;
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3. THAT except as amended by this By-law, the land as shown on the attached Schedule 'A' shall be subject to all applicable regulations of Zoning By-law 66-01, as amended.

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

**READ A FIRST, SECOND THIRD TIME THIS 12TH DAY OF APRIL 2021.**

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**ANDREW LENNOX, MAYOR**

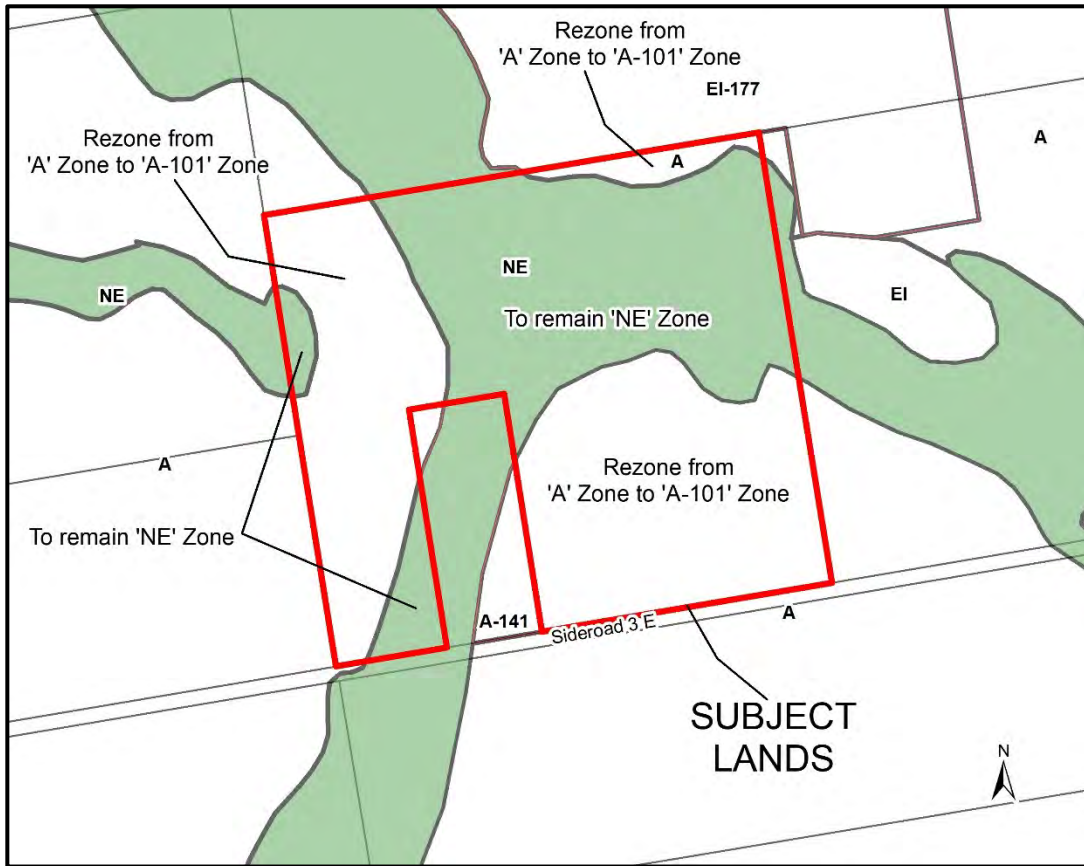
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**KARREN WALLACE, CLERK**

**THE TOWNSHIP OF WELLINGTON NORTH**

**BY-LAW NO. 043-21**

**Schedule "A"**



Passed this 12th day of April 2021.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK

## **EXPLANATORY NOTE**

### **BY-LAW NUMBER 043-21**

#### **THE LOCATION OF THE SUBJECT LANDS**

THE LOCATION being rezoned is legally described as Lot 6, Concession 5, with Civic address of 7522 Sideroad 3 E. The lands subject to the amendment is approximately 36.41 ha (89.98 ac) in size in size and is currently zoned Agriculture (A).

**THE PURPOSE AND EFFECT** of the amendment is to rezone the subject lands to permit a Dog Kennel to operate on the subject lands.

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH  
 MINUTES OF REGULAR COUNCIL MEETING – MARCH 22, 2021 AT 7:00 P.M.  
 VIA WEB CONFERENCING <https://www.youtube.com/watch?v=QTCoQV5nwd0>

**Members Present:**

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

**Staff Present:**

**Chief Administrative Officer:** Michael Givens  
**Director of Legislative Services/Clerk:** Karren Wallace  
**Deputy Clerk:** Catherine Conrad  
**Director of Finance:** Adam McNabb  
**Economic Development Officer:** Dale Small  
**Community Recreation Coordinator:** Mandy Jones  
**Manager of Recreation Services:** Tom Bowden  
**Chief Building Official:** Darren Jones  
**Director of Fire Services/Fire Chief:** Chris Harrow  
**Human Resources Manager:** Chanda Riggi  
**Manager, Environment and Development Services:** Corey Schmidt  
**Manager of Planning and Environment:** Linda Redmond  
**Planner:** Matthieu Daoust

**CALLING TO ORDER**

Mayor Lennox Called the meeting to order.

**ADOPTION OF THE AGENDA**

RESOLUTION: 2021-082

Moved: Councillor Yake

Seconded: Councillor Hern

*THAT the Agenda for the March 22, 2021 Regular Meeting of Council be accepted and passed.*

CARRIED

**DISCLOSURE OF PECUNIARY INTEREST**

No pecuniary interest disclosed.

**COUNTY COUNCIL UPDATE**

Steve O'Neill, Wellington County Councillor, Ward 4

With two years left in the term of County Council, Councillor O'Neill advised he will continue with the Solid Waste Committee and also has been appointed to the Social Services Committee. Leaf and yard waste pick up will begin in April throughout the County with monthly pickups April through November. Recycle Coach App for your phone or tablet will help you with your solid waste scheduling questions and will remind you when organics, recyclables and garbage pickups are due and will have leaf and yard waste pickups as well.

The Province has initiated a Provincial day of action on litter on the second Tuesday of May. This year that is May 11. The County is supporting individuals and groups that participate in spring roadside clean up events by waiving tipping, empty waste containers will be provided,

events will be promoted, and information resources will be provided. Wellington County's blue box contamination rate is between 3 and 5%, which is extremely low when compared to most municipalities that often run up to 30%. Our residents are to be congratulated on their excellent recycling efforts.

The county has seconded 15 employees to Public Health to help with the Covid vaccine inoculation clinics. They are mostly doing data entry during checking in and out at the clinics. Another 10 employees are available on evenings and weekends. Library staff have been assisting residents with preregistering for a vaccine appointment. The next pop-up clinics will be held at the Mount Forest Sportsplex will be held on Thursday, April 1st and at the Arthur Community Centre on Tuesday, April 13th. Those clinics are set up to administer 250 to 300 vaccines. The first clinics held vaccinated between 130 and 140 people each. The main health clinics are being held at the Fergus Sportsplex, West End Arena in Guelph and the Alder arena in Orangeville. Other pop-up clinics that County employees have been working at include Drayton and Palmerston. As vaccines become more readily available larger clinics will be held.

Roads and bridges will be under construction throughout the road construction season. The four bridges east of Arthur on 109 are at the EA process. There will be work completed on two bridges west of Arthur on 109 that border Wellington North.

A Take-Out Food in Wellington County map has been created through Economic Development. Many local restaurants are participating. Any restaurant wanting to be added can submit their information on the website.

#### **RECESS TO MOVE INTO PUBLIC MEETING**

RESOLUTION: 2021-083

Moved: Councillor Burke

Seconded: Councillor McCabe

*THAT the Council of the Corporation of the Township of Wellington North recess the March 22, 2021 Regular Meeting of Council for the purpose of holding a Public Meeting under the Planning Act:*

- *Garrid and Eden Schlueter, Minor Variance*
- *Kings Court Apartments Inc., Minor Variance*
- *CCR Holdings Wells St Inc., Zoning By-law Amendment*
- *Karen and Michael Drabyk, Zoning By-law Amendment*
- *David, Margaret and Roger McAlister, Zoning By-law Amendment*

CARRIED

Mayor Lennox lost connection 7:12 p.m. and rejoined the Public Meeting at 7:30 p.m.

#### **RESUME REGULAR MEETING OF COUNCIL**

RESOLUTION: 2021-084

Moved: Councillor Hern

Seconded: Councillor Yake

*THAT the Council of the Corporation of the Township of Wellington North resume the March 22, 2021 Regular Meeting of Council at 8:28 p.m.*

CARRIED

**PASSAGE OF BY-LAWS ARISING FROM PUBLIC MEETING**

- a. By-law Number 033-21 being a by-law to amend By-law 66-01, being a Zoning By-law for the Township of Wellington North. (Part Lot 33, EOSR, Division 3 & 4 with a civic address of 8593 Highway 6)

RESOLUTION: 2021-085

Moved: Councillor Hern

Seconded: Councillor Yake

*THAT By-law Number 033-21 being a by-law to amend By-law 66-01, being a Zoning By-law for the Township of Wellington North be read a First, Second and Third time and enacted. (Part Lot 33, EOSR, Division 3 & 4 with a civic address of 8593 Highway 6 – Karen and Michael Drabyk)*

CARRIED

- b. By-law Number 034-21 being a by-law to amend By-law 66-01, being a Zoning By-law for the Township of Wellington North. (Part Lot 18, Concession 2 with civic address 8737 Line 2, Arthur - David, Margaret and Roger McAlister)

RESOLUTION: 2021-086

Moved: Councillor McCabe

Seconded: Councillor Burke

*THAT By-law Number 034-21 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 18, Concession 2 with civic address 8737 Line 2, Arthur - David, Margaret and Roger McAlister)*

CARRIED

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

1. Regular Meeting of Council, March 8, 2021
2. Public Meeting, March 8, 2021

RESOLUTION: 2021-087

Moved: Councillor Yake

Seconded: Councillor Hern

*THAT the minutes of the Regular Meeting of Council and Public Meeting held on March 8, 2021 be adopted as circulated.*

CARRIED

**BUSINESS ARISING FROM PREVIOUS MEETINGS OF COUNCIL**

No business arising from previous meetings.

**DEPUTATIONS**

- a. Axy Leigh
  - Coyote Cull

Mr. Leigh disclosed that he is a resident of West Grey, but he spends a lot of time in Mount Forest. He provided some information on coyotes statistics, a Chicago study, ramifications with culling coyotes on other vermin and animals and he urged Council to consider options other than a cull, such as an information strategy to the public on how to co-exist with coyotes.



**IDENTIFICATION OF ITEMS REQUIRING SEPARATE DISCUSSION**

4d, 5a, 6a

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

RESOLUTION: 2021-088

Moved: Councillor McCabe

Seconded: Councillor Burke

*THAT all items listed under Items For Consideration on the March 22, 2021 Council agenda, with the exception of those items identified for separate discussion, be approved and the recommendations therein be adopted:*

*THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Mount Forest District Chamber of Commerce Regular Meeting held on February 9, 2021 and the February 28, 2021 Financials.*

*THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Mount Forest Business Improvement Area Meeting held on March 9, 2021.*

*THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Arthur Chamber of Commerce, Directors Meeting held on March 10, 2021.*

*THAT the Council of the Corporation of the Township of Wellington North receive Report CBO 2021-03 being the Building Permit Review for the period ending February 28th, 2021.*

*THAT the Council of the Corporation of the Township of Wellington North receive Report EDO 2021-009 being a report on the Wellington North Electronic Vehicle Charging Stations (EVCO);*

*AND FURTHER THAT Council approve the extension of the current EVCO partnership agreement with Arntjen Solar for one more year.*

*AND FURTHER THAT Council authorizes the Mayor and Clerk to sign the By-law to enter into the extension agreement.*

*THAT the Council of the Corporation of the Township of Wellington North receive Report EDO 2021-010 The Saugeen Economy 2nd Half 2020.*

*THAT the Council of the Corporation of the Township of Wellington North receive the Cheque Distribution Report dated March 12, 2021.*

*THAT the Council of the Corporation of the Township of Wellington North receive Report TR 2021-007 being a report on the purchase of a new office equipment appliance and office space redesign;*

*AND FURTHER THAT the Council of the Township of Wellington North approve the purchase of a mail folding / stuffing machine, and office redesign works detailed in this report utilizing Municipal Modernization funds held in reserve to facilitate the purchase.*

*THAT the Council of the Corporation of the Township of Wellington North receive for information Report TR 2021-008 being an update report on 2020 Council Remuneration.*

*THAT the Council of the Corporation of the Township of Wellington North receive the Randy Pettapiece, MPP, Perth-Wellington, News Release, Perth-Wellington municipalities to receive nearly \$3 million in additional support.*

*THAT the Council of the Corporation of the Township of Wellington North receive the County of Wellington Planning Committee Report, dated March 11, 2021, regarding Comment's the Government's Proposal to Grow the Greenbelt.*

*THAT the Council of the Corporation of the Township of Wellington North receive the PIN - The People and Information Network, Media Release dated March 17, 2021, 'Board Leadership – Community Gain' Local nonprofits and charities welcoming new Board Members.*

CARRIED

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

RESOLUTION: 2021-089

Moved: Councillor Yake

Seconded: Councillor Hern

*THAT the Council of the Corporation of the Township of Wellington North receive Report TR 2021-002 being a report on the 2021 Municipal Insurance Renewal*

*AND FURTHER THAT Council endorses the staff recommendation to entertain insurance deductible increases, seek a marketing of the Township's insurance portfolio for the 2022 calendar year, and direct staff to advise the Township's insurance broker of proposed direction for 2021.*

CARRIED

RESOLUTION: 2021-090

Moved: Councillor Burke

Seconded: Councillor McCabe

*THAT the Council of the Corporation of the Township of Wellington North receive Report OPS 2021-015 being a report on the Township's sewage allocation policy;*

*AND FURTHER THAT the Mayor and Clerk be authorized to sign the by-law for the sewage allocation policy at a future meeting of Council.*

CARRIED

RESOLUTION: 2021-091

Moved: Councillor McCabe

Seconded: Councillor Burke

*THAT the Council of the Corporation of the Township of Wellington North receive for information CLK Report 2021-010 being a report on nuisance coyotes.*

CARRIED

Staff were directed to post Ministry of Natural Resources and Forestry information regarding nuisance coyotes to the Township website and on social media. Once the Ontario Federation of Agricultural has provided their position, staff will bring the matter back to Council for further discussion.

#### **NOTICE OF MOTION**

No notice of motion tabled.

#### **COMMUNITY GROUP MEETING PROGRAM REPORT**

Councillor Burke (Ward 2):

- Mount Forest Fireworks Festival Committee has decided not to hold their festival in 2021 and will be considering holding media events.
- Mount Forest Business Improvement Area met last week.
- Mount Forest Aquatics Ad-Hoc Advisory Committee will meet next week.

Councillor Hern (Ward 3):

- Arthur Business Improvement Area is officially a member of the Ontario Business Improvement Area Association. This will provide them some support.
- The Arthur Connecting Link Project is going to tender.
- Cultural Roundtable meeting was held. They are updating their Cultural Plan.

#### BY-LAWS

- a. By-law Number 029-21 being a by-law to authorize the sale of real property being Part Lot 32, Conc 1, being Parts 1 and 2, 61R-21920 Township of Wellington North (Arbro Excavating 2001 Ltd., Parcel 1)
- b. By-law Number 030-21 being a by-law to authorize the sale of real property being Part Lot 32, Conc 1, being Parts 3 and 4, 61R-21920 Township of Wellington North (Arbro Excavating 2001 Ltd., Parcel 2)
- c. By-law Number 031-21 being a by-law to authorize a Sewer Allocation Agreement with 2073022 Ontario Inc.
- d. By-law Number 032-21 being a by-law to authorize the extension of an agreement between Arntjen Solar North America Inc. and The Corporation of the Township of Wellington North

RESOLUTION: 2021-092

Moved: Councillor Hern

Seconded: Councillor Yake

*THAT By-law Number 029-21, 030-21, 031-21 and 032-21 be read a First, Second and Third time and enacted.*

CARRIED

#### CONFIRMING BY-LAW

RESOLUTION: 2021-093

Moved: Councillor Burke

Seconded: Councillor *McCabe*

*THAT By-law Number 035-21 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 March 22, 2021 be read a First, Second and Third time and enacted.*

CARRIED

#### ADJOURNMENT

RESOLUTION: 2021-094

Moved: Councillor Yake

Seconded: Councillor *Hern*

*THAT the Regular Council meeting of March 22, 2021 be adjourned at 9:32 p.m.*

CARRIED

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CLERK

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MAYOR

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH**  
**PUBLIC MEETING MINUTES – MARCH 22, 2021 @ 7:00 P.M.**  
**VIA WEB CONFERENCING <https://www.youtube.com/watch?v=QTCQV5nwd0>**

**Members Present:**

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

**Staff Present:**

<b>Chief Administrative Officer:</b>	<b>Michael Givens</b>
<b>Director of Legislative Services/Clerk:</b>	<b>Karren Wallace</b>
<b>Deputy Clerk:</b>	<b>Catherine Conrad</b>
<b>Director of Finance:</b>	<b>Adam McNabb</b>
<b>Economic Development Officer:</b>	<b>Dale Small</b>
<b>Community Recreation Coordinator:</b>	<b>Mandy Jones</b>
<b>Manager of Recreation Services:</b>	<b>Tom Bowden</b>
<b>Chief Building Official:</b>	<b>Darren Jones</b>
<b>Director of Fire Services/Fire Chief:</b>	<b>Chris Harrow</b>
<b>Human Resources Manager:</b>	<b>Chanda Riggi</b>
<b>Manager, Environment and Development Services:</b>	<b>Corey Schmidt</b>
<b>Manager of Planning and Environment:</b>	<b>Linda Redmond</b>
<b>Planner:</b>	<b>Matthieu Daoust</b>

**CALLING TO ORDER - Mayor Lennox**

Mayor Lennox called the meeting to order 7:40 p.m.

**CCR HOLDINGS WELLS ST. INC. (ZBA 05/21)****DISCLOSURE OF PECUNIARY INTEREST**

No pecuniary interest declared.

**OWNERS/APPLICANT**

CCR Holdings Wells St. Inc. (ZBA 05/21)

**LOCATION OF THE SUBJECT LAND**

The land subject to the proposed amendment is described as Svy Crown Pt Park Lots 11-12; S/S Smith Pt Park Lots 6-7; N/S Catherine RP60R2465 Pt 1; RP 60R2514 Pt1 RP 602590 Pt 2 with a civic address of 10 Wells St W, Arthur. The property is 2.08 ha (5.14 ac) in size.

**PURPOSE AND EFFECT OF THE APPLICATION**

The purpose and effect of the proposed amendment is to rezone the property to permit an indoor cannabis cultivation and processing facility. The applicants are proposing to retrofit the existing industrial building for the proposed use. Additional relief may be considered at this meeting.

**NOTICE**

Notices were mailed to property owners within 120 m of the subject property as well as the applicable agencies and posted on the subject property on March 1, 2021.

## PRESENTATIONS

Matthieu Daoust, Planner, County of Wellington, Township of Wellington North

- Planning Report dated March 17, 2021

### PLANNING COMMENTS

The purpose of the site specific zoning amendment is to permit the indoor cultivation and processing of cannabis on the subject property. The applicant is proposing to retrofit the existing 1,625 m<sup>2</sup> (17,491 ft<sup>2</sup>) industrial building on the property.

The initial application indicated the facility would be for a commercial/industrial operation however, new information has come to light on this application. On March 16th, the planners representing the client has informed planning staff that the zone amendment pertains to a personal medical cannabis growing operation with the flexibility to permit a commercial operator on subject lands in the future. The personal license would permit a single individual to grow up to 438 plants on site and only said individual can tend to the plants. Under the Health Canada regulations up to four (4) personal medical growing licenses can be located at one address. Through discussions with the applicant's planners it was explained that the Health Canada regulations/standards for a personal license differ from those required for a commercial license. Planning staff require additional information on the requirements which pertain to elements such as noise, security, ventilation, etc. to formulate an accurate recommendation report for Council's consideration. This report has been drafted for information and to provide an opportunity for public consultation.

### LOCATION

The land subject to the proposed amendment is described as Svy Crown Pt Park Lots 11-12; S/S Smith Pt Park Lots 6-7; N/S Catherine RP60R2465 Pt 1; RP 60R2514 Pt 1 RP 602590 Pt 2 and is Municipally known as 10 Wells St W, Geographic Town of Arthur. The property is approximately 2.08 hectares (5.14 acres) in size. The subject property is located within an industrial area and within the Urban Center of Arthur. The property is adjacent to industrial/commercial uses.

### PROPOSAL

The purpose of the site specific zoning amendment is to rezone the property to permit the indoor cultivation and processing of cannabis on the subject property. A cannabis cultivation and processing facility is being proposed on the subject property to be located within an existing 1,625 m<sup>2</sup> (17,491 ft<sup>2</sup>) industrial building on the property.

The proposed facility includes both industrial and agricultural components. The processing component of the operation (processing of harvested cannabis) is permitted by the Industrial (M1) zoning on the property as an industrial use, however it is the introduction of indoor cultivation of cannabis (an agricultural use) which requires an amendment to the zoning by-law. Health Canada identifies that it is the applicant's responsibility to address all local municipal requirements.

The proposed facility is subject to federal legislation and approval must be obtained from Health Canada above and beyond any municipal requirements in order for the proposal to proceed. The applicant has obtained the required personal licensing from Health Canada for the indoor production and cultivation of cannabis on the subject property. The Cannabis Act includes site design requirements which must be met for facilities related to security and air quality. It should be noted, the minimum requirements for the personal medical growing license differ from those for a commercial growing license.

### PROVINCAL POLICY STATEMENT (PPS)

Under Section 1.3.1 (Employment) of the PPS, Planning authorities shall promote economic development and competitiveness by providing opportunities for a diversified economic base, including maintaining a range and choice of suitable sites for employment uses which support a wide range of economic activities and ancillary uses, and take into account the needs of existing and future businesses.

## GROWTH PLAN

The Growth Plan for the Greater Golden Horseshoe (GGH) provides growth management policy direction for the GGH, which includes Wellington County. All planning decisions are required to conform to the applicable policies and provisions of the Growth Plan. According to Employment Policy 2.2.5.1 (a), “Economic development and competitiveness in the GGH will be promoted by: making more efficient use of existing employment areas and vacant and underutilized employment lands and increasing employment densities.”

Per Section 2.2.1.2 (a) of the Growth Plan directs a vast majority of growth to settlements areas with a delineated built boundary, existing water and wastewater servicing systems and can support the achievement of complete communities. Further, Section 2.2.1.2 (c) adds within settlement areas growth will be focused in delineated built-up areas; strategic growth areas; locations with existing or planned transit, priority on higher order transit where it exists or is planned; and areas with existing or planned public service facilities. The subject lands are located within a Built-Up Area in the County Official Plan.

## COUNTY OFFICIAL PLAN

The subject property is designated Industrial and located within the Urban Center of Arthur. Permitted uses within the Industrial area may include manufacturing, processing, fabrication and assembly of raw materials or repair, servicing, distribution and storage of materials.

## ZONING BY-LAW

The subject lands are zoned Industrial (M1). Permitted uses within the Industrial zone include manufacturing, processing, assembly and warehouse. The growing of cannabis indoors is not considered a permitted use within the Industrial zone. A zoning by-law amendment is required to permit the indoor growing of cannabis as an Industrial use.

## Site Plan Approval:

The proposed industrial facility is subject to site plan approval according to Site Plan by-law 27-15.

## NEXT STEPS

Staff require direction from Council to prepare a recommendation report.

## CORRESPONDENCE FOR COUNCIL’S REVIEW

- Laura Warner, Grand River Conservation Authority
  - Email dated March 1, 2021 (No Comments) & GRCA Map
- Trevor Roberts and Sarah Wilson, Trevor Roberts Auto Repair Inc., 497 Smith Street, Arthur
  - Email dated March 21, 2021, (opposed, concerned with odours and water and waste implications)

## REQUEST FOR NOTICE OF DECISION

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

## MAYOR OPENS FLOOR FOR ANY COMMENTS/QUESTIONS

Lincoln Lo, Principal and Ashley Barter, Planner, Malone Given Parsons, reviewed the site location and context, Zoning By-law amendment, and proposed development and operation.

Francois Vallerand, General Manager, Golden Valley Farms Inc., expressed concerns regarding water usage and the impact employment opportunities will have on existing businesses efforts to recruit and retain employees, nothing water has been the reason new housing developments could not happen. More housing would help provide a larger work force. Mr. Lo commented that only one person is permitted on a personal use licence and the maximum number of people would be four. A commercial use would also have employees for shipping, maintenance, etc.

John Vanderwoerd, neighbouring resident on Duke Street, expressed concerns regarding odour and the amount of water that will be needed. He suggested that this type of use should not be this close to residential areas. There is a lot of development proposed and he questioned if there will be enough water supply.

#### **COMMENTS/QUESTIONS FROM COUNCIL**

Councillor McCabe inquired about the mitigation of odours. Mr. Lo responded that if the licence is for personal use Health Canada has very little regulation regarding odour. If this building ends up as a commercial use, then odour mitigation would be under Federal rules. The Landlord has committed to installing air and carbon filters to mitigate odour. He suggested that an odour study should be done so recommendations can be addressed.

Councillor Yake questioned how much municipal water will they use and how much wastewater will there be? How will the cannabis be transported? Mr. Lo, advised that for personal use it would be handheld watering. A Commercial use would use an overhead system. Removal of any product will be from a third party; a commercial use would have indoor loading area.

Mayor Lennox asked if the zoning is in place for personal use what would be needed for commercial. Matthieu Daoust, Planner, stated that the applicant has asked that the by-law be open ended. Mayor Lennox commented that this proposal is too open ended for him to support.

Councillor Hern commented that this would be agricultural use in an urban area, Mayor Lennox stated that there is land available in the rural areas for this type of development.

Darren Jones, CBO, stated that with a commercial licence lighting, odour, etc. are regulated federally. With a private use it is municipally regulated.

#### **DRABYK, KAREN AND MICHAEL (ZBA 07-21)**

##### **DISCLOSURE OF PECUNIARY INTEREST**

No pecuniary interest declared.

##### **OWNERS/APPLICANT**

Karen & Michael Drabyk (ZBA 07-21)

##### **LOCATION OF THE SUBJECT LAND**

The land subject to the proposed amendment is described as Part Lot 33, EOSR, Division 3 & 4, with civic address of 8593 Highway 6, Arthur. The property is 39.3 ha (97.1 ac) in size.

##### **PURPOSE AND EFFECT OF THE APPLICATION**

The purpose and effect of the proposed amendment is to rezone the subject lands from Agricultural (A) zone to Site Specific Agricultural (A-2) zone. This application is seeking to rezone the retained agricultural portion of the property to prohibit any future residential development. This rezoning is a condition of severance application B97/20, that was granted provisional approval by the Wellington County Land Division Committee. The consent will sever a 1.3 ha (3.2 ac) parcel with an existing dwelling, shop, shed and associated services. A vacant 39.3 ha (97.1 ac) agricultural parcel would be retained. Additional relief may be considered at this meeting.

##### **NOTICE**

Notices were mailed to property owners within 120 m of the subject property as well as the applicable agencies and posted on the subject property on March 1, 2021.

## PRESENTATIONS

- Matthieu Daoust, Planner & Asavari Jadhav, Junior Planner, County of Wellington, Township of Wellington North
  - Planning Report dated March 17, 2021

### Planning Opinion

The purpose of this zoning amendment is to prohibit future residential development on the retained agricultural portion of the subject lands. This rezoning is a condition of severance application B97/20, that was granted provisional consent by the Wellington County Land Division Committee. The consent will sever a 1.3 ha (3.2 ac) parcel with an existing dwelling, shop, shed and associated services leaving a retained 39.3 ha (97.1 ac) vacant agricultural parcel.

We have no objections to the zoning amendment. Both the PPS and County Official Plan provide for surplus farm dwelling severances, provided the agricultural lands are rezoned to prohibit future development dwellings.

### INTRODUCTION

The property subject to the proposed amendment is legally described as Part Lot 33, EOSR, Division 3 & 4 with a civic address of 8593 Highway 6. The proposal is a condition of a recent severance application on the property, B97/20. The proposed severed parcel is 1.3 ha (3.2 ac) with an existing dwelling, shop, shed and associated services. The retained parcel is 39.3 ha (97.1 ac) in size.

### PROPOSAL

The purpose of the application is to rezone the subject lands to restrict future residential development on the retained agricultural lot. This rezoning is a condition of severance application B97/20, that was granted provisional approval by the Wellington County Land Division Committee. The consent will sever the existing dwelling, shop, shed and associated services from the vacant agricultural parcel under the surplus farm dwelling policies.

### PROVINCIAL POLICY STATEMENT (PPS)

The subject property is considered to be within a PRIME AGRICULTURAL area. Section 2.3.4.1(c) of the PPS provides consideration for the severance of a surplus residence, provided that new residential dwellings are prohibited on the remnant parcel of farmland.

### WELLINGTON COUNTY OFFICIAL PLAN

The subject lands are designated PRIME AGRICULTURE. This application is required as a result of a severance application B97/20. Section 10.3.4 of the Official Plan implements the PPS and requires that the remnant parcel be rezoned to prohibit dwellings. The intention of this policy is to allow farmers to reduce their costs of acquiring additional farm parcels where the impact on existing and future farm operations can be kept to a minimum.

### WELLINGTON NORTH ZONING BY-LAW

The subject lands are zoned Agricultural (A) and Natural Environment (NE). Permitted uses in the Agricultural zone include agricultural uses, single detached dwellings and accessory uses, buildings and structures. This zoning amendment will apply the standard A-2, which will restrict any future residential development on the retained vacant agricultural parcel.

### Draft Zoning By-law Amendment

A draft zoning by-law amendment has been prepared and attached to this report for Council's consideration.

## CORRESPONDENCE FOR COUNCIL'S REVIEW

- Laura Warner, Grand River Conservation
  - Email dated March 1, 2021 (No Objections) & GRCA Map

## REQUEST FOR NOTICE OF DECISION

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



**MAYOR OPENS FLOOR FOR ANY COMMENTS/QUESTIONS**

Jeff Buisman, Applicant's Agent, was present to answer questions regarding the application.

**COMMENTS/QUESTIONS FROM COUNCIL**

Councillor Hern questioned why the parcel is so large at 3.2 acres. Mayor Lennox stated that comments were submitted to the Land Division Committee. Jeff Buisman responded that the farmer asked for this separation.

**MCALISTER, DAVID COLVIN, MARGARET ELIZABETH, ROGER (ZBA 08-21)****DISCLOSURE OF PECUNIARY INTEREST**

No pecuniary interest declared.

**OWNERS/APPLICANT**

David Colvin, Margaret Elizabeth & Roger McAlister (ZBA 08-21)

**LOCATION OF THE SUBJECT LAND**

The land subject to the proposed amendment is described as Part Lot 18, Concession 2, with Civic address of 8737 Line 2, Arthur. The property is 40 ha (98.8 ac) in size.

**PURPOSE AND EFFECT OF THE APPLICATION**

The purpose and effect of the proposed amendment is to rezone the subject lands from Agricultural (A) zone to Site Specific Agricultural (A-2) zone. This application is seeking to rezone the retained agricultural portion of the property to prohibit any future residential development. This rezoning is a condition of severance application B76/20, that was granted provisional approval by the Wellington County Land Division Committee. The consent will sever a 0.8 ha (2 ac) rural residential parcel with an existing dwelling and garage. A 40 ha (98.8 ac) agricultural will be retained. Additional relief may be considered at this meeting.

**NOTICE**

Notices were mailed to property owners within 120 m of the subject property as well as the applicable agencies and posted on the subject property on March 1, 2021.

**PRESENTATIONS**

Matthieu Daoust, Planner & Asavari Jadhav, Junior Planner, County of Wellington, Township of Wellington North

- Planning Report dated March 17, 2021

**Planning Opinion**

The purpose of this zoning amendment is to prohibit future residential development on the retained agricultural portion of the subject lands. This rezoning is a condition of severance application B76/20, that was granted provisional consent by the Wellington County Land Division Committee. The consent will sever a 0.8 ha (2 ac) parcel with an existing dwelling and garage leaving a retained 40 ha (98.8 ac) vacant agricultural parcel.

We have no objections to the zoning amendment. Both the PPS and County Official Plan provide for surplus farm dwelling severances, provided the agricultural lands are rezoned to prohibit future development dwellings.

**INTRODUCTION**

The property subject to the proposed amendment is legally described as Part Lot 18, Concession 2 with civic address 8737 Line 2, Arthur. The proposal is a condition of a recent severance application on the property, B76/20. The proposed severed parcel is 0.8 ha (2 ac) with an existing dwelling and garage. The retained parcel is 40 ha (98.8 ac) in size.

**PROPOSAL**

The purpose of the application is to rezone the subject lands to restrict future residential development on the retained agricultural lot. This rezoning is a condition of severance application B76/20, that was granted provisional approval by the Wellington County Land Division Committee. The consent will sever the existing dwelling and garage from the agricultural parcel with shed under the surplus farm dwelling policies. The existing shed on the retained agricultural parcel will remain until the severed lot is sold.

#### PROVINCIAL POLICY STATEMENT (PPS)

The subject property is considered to be within a PRIME AGRICULTURAL and CORE GREENLANDS areas. Section 2.3.4.1(c) of the PPS provides consideration for the severance of a surplus residence, provided that new residential dwellings are prohibited on the remnant parcel of farmland.

#### WELLINGTON COUNTY OFFICIAL PLAN

The subject lands are designated PRIME AGRICULTURE and CORE GREENLANDS areas. Identified environmental features include a GRCA regulated Wetland and Flood Plain. This application is required as a result of a severance application B76/20. Section 10.3.4 of the Official Plan implements the PPS and requires that the remnant parcel be rezoned to prohibit dwellings. The intention of this policy is to allow farmers to reduce their costs of acquiring additional farm parcels where the impact on existing and future farm operations can be kept to a minimum.

#### WELLINGTON NORTH ZONING BY-LAW

The subject lands are zoned Agricultural (A) and Natural Environment (NE). Permitted uses in the Agricultural zone include agricultural uses, single detached dwellings and accessory uses, buildings and structures. This zoning amendment will apply the standard A-2, which will restrict any future residential development on the retained vacant agricultural parcel.

#### Draft Zoning By-law Amendment

A draft zoning by-law amendment has been prepared and attached to this report for Council's consideration.

### CORRESPONDENCE FOR COUNCIL'S REVIEW

- Barbara M.J. Baranow, Enbridge Gas Inc.
  - Email dated March 1, 2021 (No Objections)
- Andrew Herreman, Grand River Conservation Authority
  - Letter dated March 15, 2021 (No Objections)

### REQUEST FOR NOTICE OF DECISION

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

### MAYOR OPENS FLOOR FOR ANY COMMENTS/QUESTIONS

Jeff Buisman, Applicant's Agent, was present to answer questions regarding the application.

### COMMENTS/QUESTIONS FROM COUNCIL

There were no comments or questions from Council.

### ADJOURNMENT

RESOLUTION: 004-2021

Moved: Councillor Burke

Seconded: Councillor McCabe

*THAT the Public Meeting of March 22, 2021 be adjourned at 8:26 pm.*

CARRIED

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CLERK

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MAYOR

## Safe Communities Wellington County Leadership Table Meeting

Microsoft Teams Meeting

9:30 a.m., January 20, 2021

### In Attendance

Pasquale Costanzo, County of Wellington, Roads  
Campbell Cork, Wellington County Councillor  
Angelle Eybel, Chair, Minto Safe Communities  
Paul Richardson, Wellington County OPP  
Corrie Trewartha, Wellington County OPP  
Stephen Dewar, Guelph Wellington Paramedic Service  
Blaine Burman, County of Wellington  
Adrienne Crowder, Wellington Guelph Drug Strategy  
Cathy Sweeny, County of Wellington EM  
Bobby De Hetre, County of Wellington EM  
Christine Veit, Safe Communities Wellington County  
Don Senek, Minto Safe Communities  
Harry Niemi, Guelph-Eramosa Township  
Heather Glenister, Suicide Awareness Council  
Helen Edwards, Seniors Centre for Excellence  
Hurania Melgar, County of Wellington EM  
Jessica Rowden, Upper Grand District School Board  
Karen Armstrong, Rural Wellington  
Karren Wallace, Township of Wellington North  
Sara Bailey, Township of Puslinch  
Sarah Bowers-Peter, Crimestoppers Guelph Wellington  
Jensen Williams, Guelph-Wellington Women in Crisis  
Barb Evoy, Fergus Educational Services  
Callise Loos, Minto/Mapleton Fire Services

**Call to Order** – Co-Chair Angelle Eybel called the meeting to order at 9:35 am.

Roll Call to learn who is on the Leadership Table and why they are on the Leadership Table

**II. Approval of Minutes – November 20, 2020** - It was Moved by Barb Evoy, Seconded by Karren Wallace that the minutes of the meeting held November 20, 2020 be approved. **CARRIED**

### III. Presentation – Wellington County OPP (10 minutes + Q & A)

- I. Community Safety Services Unit – Sgt. Trewartha is heading the unit
- II. Community, media, school, and youth resiliency officers included in the CSS Unit
- III. IMPACT Program also included and the Support After Suicide Program
- IV. CrimeStoppers Guelph Wellington falls under the CSS Unit

- V. Auxiliary officers are part of the Unit
- VI. Contact [corrie.trewartha@opp.ca](mailto:corrie.trewartha@opp.ca) if you have to get in touch 519-846-5930

#### IV. Business Arising

##### I. Community Safety & Well-being Plan Update

- (1) The plan is with The County to put it in a nice graphic format
- (2) Looking forward to presenting the plan to the Leadership Table at the March meeting
- (3) There has been an extension to July, so, we are in good shape

##### II. Safe Communities Face Masks Update

- (1) We have received the masks and we have made contact with the food banks, East Wellington Community Services, Wellington County Social Services, Food for Friends Programs (Children's Foundation)
- (2) Rural Wellington Team could distribute the masks

##### III. Future Presentations

- (1) Sarah Bowers-Peter will be presenting at the March meeting
- (2) I would like to have one entire meeting dedicated to an education meeting.
  - (a) Barb Evoy is in support of an information meeting
  - (b) Email Christine if you are interested in presenting

##### IV. Meeting Dates for 2021 (9:30 am)

- (a) March 24, 2021
- (b) May 19, 2021
- (c) June 16, 2021
- (d) September 15, 2021
- (e) November 17, 2021

##### V. New Business

- I. Safe Kids Week (No Update)
  - (1) Bell Let's Talk Day – January 28
    - (a) Directing people to Here4hope website to raise awareness of what Wellington County is doing.
  - (2) Seminar on Accidental Poisonings through Parachute Canada – January 27
    - (a) Accidental Poisonings Action Group would be fantastic. I will be actively recruiting members
    - (b) Adrienne Crowder - 2020 was a terrible year for overdoses. In Guelph there were 24 fatal overdoses in 2020. Great CBC Radio interview of a mom's story on losing her daughter to an opioid overdose.
    - (c) Have we seen an increase in suicide in Wellington County? 16 suicides (2016) – 7 suicides (2020) – there has been a decline in suicides in Wellington County
      - (i) Work in the County has made a huge impact. For 2021, Suicide Awareness Council is focussing on males, and the agricultural community

## VI. Reports from the Floor

### I. Helen Edwards – Falls Action Group

- i. We are going to be focussing on February, like last year “ A love can steal your heart, but a fall can steal your independence”
  1. Going to continue with a social media campaign and a few events at the Mapleton Seniors Centre
  2. Finalizing our work plan for 2021

### II. Barb Evoy - Intentional Self Harm Action Group

- i. Have not met, but are planning a meeting in February – More information at next meeting

### III. Cathy Sweeney – Motor Vehicle Collision Action Group

- i. Holding pattern because of COVID
- ii. Will be reaching out to the members to start something.

### IV. Sara Bailey – Puslinch Safe Communities

- i. Had a couple of meetings. Plan is to figure out the programs that exist in the County.
- ii. Trying to figure out how we can support any programs
- iii. We are trying to figure out social media.
- iv. We are all extremely excited about getting started.

### V. Helen Edwards – Mapleton Safe Communities

- i. Expanding National Injury Prevention Day – Hoping to bring more municipalities into the fold, as well as the County

### VI. Harry – Guelph-Eramosa Township

- i. Just requested funding for the Snow Angels Program – It is still thriving
- ii. Township wants to support Safe Communities and maybe there is a way we can incorporate messaging into our newsletter.

### VII. Township of Centre Wellington

- i. Centre Wellington is focusing on youth to get the youth voice. There is a youth council for the municipality, as well as the Youth Action Group for the BHive.
- ii. There has been some great programming for youth by youth, as well as other programming for youth with spares
- iii. We will contact Cindy Forsyth to ask her to present at our May information meeting.
- iv. Jess Martin is the Program Coordinator for the Minto Youth Hub

### VIII. Don Senek - Minto Safe Communities

- i. President of the Clifford Rotary Club – Vandalism at the Rotary Park

- ii. Sent a letter to the Town of Minto to disallow ATV's on municipal roads – so important for the safety of the residents of Minto. Statistics show that ATV's are not made for road usage; they are an off-road vehicle.
- iii. Farmers have a tonne of exemptions surrounding the course of their duties – we will look into it.
- iv. Farmers have the exemption as long as they are doing farm work and there are certain regulations as well – had to be insured and orange triangle on the back. They would have to have the tools in the off-road vehicle to prove they are, actually, doing farm work
- v. Wellington North is permitting ATV's – how do you know when you cross over a line into another county
- vi. We as a group need to work together to educate – Work together with the OPP to educate and find out whether owners of ATV's realize they need a license, as well as insurance if you are on a road – Must have a G2 licenses or higher – As well as 2 wheel motorcycles
- vii. Dead end road where Vintex is – Snowmobiler's are parking there an blocking trucks. Wellington North will be passing a bylaw to eliminate parking on both sides of that road.
- viii. Stephen Kitras is our main contact for the Farm and Home Safety Association – Christine will try and contact again
- ix. Christine will try and coordinate a dialogue or education group to discuss ATV;s with OPP, MVC Action Group, and Stephen Kitras.
- x. If your Township is not on an OREG, you have to pass a bylaw to permit. If you are on the OREG, you have to pass a bylaw to disallow.

**IX. Sarah Bowers-Peter - CrimeStoppers**

- i. CrimeStoppers Masks – We are fundraising
- ii. Going digital CrimeStoppers Guelph Wellington Series tomorrow night – Liz Kent (Victim Services) will be speaking about the impact crime has on the victim. Also a presentation on cyber lewaring – what we can do as parents to help our kids. Go to Eventbrite for the details.

**5) Adjournment @ 11:30 am**

The Next Leadership Table meeting is scheduled for Wednesday, March 24, 2021 at 9:30 a.m.

## General Membership Meeting #9-20

November 18, 2020

**Member's Present:** David Turton, Matt Duncan, Roger Watt, Alison Lobb, Ed McGugan, Kevin Freiburger, Anita van Hittersum, Megan Gibson, Cheryl Matheson, Alvin McLellan, Erinn Lawrie

**Staff Present:** Phil Beard, General Manager-Secretary-Treasurer  
Danielle Livingston, Admin-Financial Services Coordinator  
Stewart Lockie, Conservation Areas Coordinator  
Stephen Jackson, Flood/Erosion Safety Coordinator  
Chris Van Esbroeck, Stewardship Services Coordinator  
Ben Van Dieten, Stewardship Project Lead  
Patrick Huber-Kidby, Environmental Planner-Regs Officer

**Community Attendees:** Cory Bilyea, Reporter for Midwestern Newspapers Corp.

### 1. Call to Order

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

### 2. Declaration of Pecuniary Interest

There were no pecuniary interests at this time.

### 3. Minutes

The minutes from the Maitland Valley Conservation Authority (MVCA) General Membership Meeting #8-20 held on October 21, 2020 have been circulated for information and approval. The Members agreed with the minutes and the following motion was made.

#### Motion FA #80-20

Moved by: Megan Gibson

Seconded by: Ed McGugan

**That** the minutes from the General Membership meeting #8-20 of October 21, 2020 be approved.

(carried)



#### 4. Business Out of the Minutes

024

- a) One Health Initiative Follow Up: **Report #48-20**

Report #48-20 was presented and this motion followed.

**Motion FA #81-20**

**Moved by: Matt Duncan**

**Seconded by: Alison Lobb**

**That** the Members support the follow-up actions identified in Report #48-2020.

**(carried)**

- b) Conservation Ontario Follow Up: **Report #49-20**

Report #49-20 was presented for information purposes.

- c) Draft Levy Table for 2021: Report #50-20

Report #50-20 was presented and this motion followed.

**Motion FA #82-20**

**Moved by: Alison Lobb**

**Seconded by: Matt Duncan**

**That** the 2021 draft levy table outlined in Report #50-20 be applied to the development of the draft 2021 budget.

**(carried)**

#### 5. Presentation

- a) Agriculture Water Quality Monitoring, Modelling and Results

Delivered by the Stewardship Services Coordinator and Stewardship Project Lead, this presentation outlined the monitoring activity and how the data collected leads to BMP (Best Management Practices) in stewardship projects.

#### 6. Business Requiring Direction and Decision

- a) Proposed Changes to the Conservation Authorities Act: Report #51-20

Report #51-20 was presented and this motion followed.

**Motion FA#83-20**

**Moved by: Alison Lobb**

**Seconded by: Ed McGugan**

**That** the Chair send a letter to the Premier of Ontario, Finance Minister, Minister of Environment Conservation and Parks, Minister of Natural Resources and Forestry and MPPs for Perth Wellington and Huron Bruce requesting that schedule 6 be removed from Bill 229 based upon the concerns identified by Conservation Ontario and further that a second letter be sent to the Premier of Ontario, Minister of Environment, Conservation and Parks, Minister of Natural Resources and Forestry and MPPs for Perth



Wellington and Huron Bruce requesting that watershed management be included as a core service 025ll conservation authorities.

(carried)

b) Draft 2021 Authority Funded Projects: Report #52-20

Report #52-20 was presented and this motion followed.

**Motion FA#84-20**

**Moved by: Megan Gibson**

**Seconded by: Alvin McLellan**

**That** the authority funded projects outlined in Report #52-20 be included in the 2021 draft budget and work plan.

(carried)

c) Proposed Changes to the Fee Schedule, Per Diems and Mileage: Report #53-20

Report #53-20 was presented and these motions followed.

**Motion FA#85-20**

**Moved by: Ed McGugan**

**Seconded by: Alison Lobb**

**That** the fee changes presented in the master fee schedule of report #53-20 be approved.

(carried)

**Motion FA#86-20**

**Moved by: Matt Duncan**

**Seconded by: Roger Watt**

**That** there be no change to per diems, honourariums or mileage rates in 2021.

(carried)

d) Personnel Committee: Report #54-20

Report #54-20 was presented and through further discussion, that MVCA should make all details about bids available to the public and the following motion was made:

**Motion FA#87-20**

**Moved by: Alison Lobb**

**Seconded by: Alvin McLellan**

**That** the proposed amendments to the Personnel Policy be approved as outlined in Report 54-2020 except for section 5.3.5. And further that section 5.3.5 be referred back to the personnel committee; **And that** a revised amendment for Section 5.3.5 be brought back for the Members consideration at the December 16<sup>th</sup> Members meeting.

(carried)

Report #55-20 was presented and this motion followed.

**Motion FA#88-20**

**Moved by: Roger Watt**

**Seconded by: Ed McGugan**

**That** the Membership approves the amendments as recommended in report #55-20; **And that** the words “the flu virus” in section 15.2 be changed to “any infections illness.”

**(carried)**

f) Employee Assistance Program: Report #56-20

Report #56-20 was presented and this motion followed.

**Motion FA#89-20**

**Moved by: Alison Lobb**

**Seconded by: Ed McGugan**

That the Employee Assistance Program (EAP) be included in MVCA’s Group Health Benefits beginning January 2021 with the existing cost-share of 55% authority and 45% employee; **And that** staff be surveyed on their experience utilizing the EAP after having this benefit enhancement for 1 year.

**(carried)**

g) Amendment to Administrative Bylaw: Electronic Hearings: Report #57-20

Report #57-20 was presented and this motion followed.

**Motion FA#90-20**

**Moved by: Kevin Freiburger**

**Seconded by: Cheryl Matheson**

**That** the Members approve the proposed housekeeping amendments to the Maitland Valley Administrative Bylaw & Administration Policies for Implementing Ontario Regulation 164/06 Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Regulation.

**(carried)**

**7. Reports**

At this time, the Chair thanked the staff for the leadership and dedication to MVCA during this challenging time.

**8. Consent Agenda**

The following items were circulated to the Member’s for their information.

- a) Proposed Office Hours over Christmas and New Year’s: Report #58-20
- b) Revenue-Expenditure Report October Report #59-2020

The following motion was made.

**Motion FA #91-20****Moved by: Roger Watt****Seconded by: Alison Lobb**

**That** reports #58-20 through #59-20 along with their respective recommended motions and correspondence as outlined in the Consent Agenda be accepted as presented.

**(carried)**

9. **Hearing under Ontario Regulation 164-06 Conservation Authorities Act, Dotzert**  
Application: Hearing Report #1-20

**Motion FA #92-20****Moved by: Alvin McLellan****Seconded by: Megan Gibson**

**That** the membership now sits as a hearing board.

**(carried)****(Motion HM #2-20****Moved by: Alison Lobb****Seconded by: Kevin Freiburger**

**That** the MVCA grant exemption to Doug and Jayne Dotzert and permit replacement of an existing class IV OSSDS system within the wave uprush zone as stated in Report #1-20 based upon the information provided by the applicant's geotechnical engineer, with the recommendation that the applicant considers using an "advanced system" type of OSSDS versus a conventional type.)  
**(Carried)**

10. **Review of Meeting Objectives, Follow-up Actions, Next meeting:**

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

The next meeting of the membership will take place on December 16, 2020 at 7:00pm.

11. **Adjournment**

The meeting adjourned at 9:18 pm with this motion.

**Motion FA #93-20****Moved by: Megan Gibson****Seconded by: Matt Duncan**

**That** the general membership meeting be adjourned.

**(carried)**


Dave Turton  
Chair



Danielle Livingston  
Administrative/Financial  
Services Coordinator

## General Membership Meeting #10-20

**December 16, 2020**

**Member's Present:** David Turton, Matt Duncan, Roger Watt, Alison Lobb, Ed McGugan, Kevin Freiburger, Anita van Hittersum, Megan Gibson, Cheryl Matheson, Alvin McLellan, Erinn Lawrie

**Staff Present:** Phil Beard, General Manager/Secretary-Treasurer  
Danielle Livingston, Administrative/Financial Services Coordinator  
Jayne Thompson, Communications Coordinator  
Stewart Lockie, Conservation Areas Coordinator  
Stephen Jackson, Flood/Erosion Safety Coordinator  
Chris Van Esbroeck, Stewardship Services Coordinator

### 1. Call to Order

Chair Dave Turton called the meeting to order at 7:01 pm and outlined 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 #9-20 held on November 18, 2020 have been circulated for information and approval. The Members agreed with the minutes and the following motion was made.

#### **Motion FA #94-20**

**Moved by: Megan Gibson**

**Seconded by: Ed McGugan**

**That** the minutes from the General Membership meeting #9-20 of November 18, 2020 be approved.

(carried)



**4. Business Out of the Minutes:**

029

- a) Proposed Changes to the Conservation Authorities Act: Report #59-2020

Report #59-20 was presented for information purposes and this motion followed.

**Motion FA #95-20**

**Moved by: Matt Duncan**

**Seconded by: Alison Lobb**

**That** Report #59-20 be accepted as presented.

(carried)

**5. Business Requiring Direction And Or Decision:**

- a) Wingham and Area Flood Plain Mapping Consultation Responses: Report #60-20

The findings of the mapping will be presented to North Huron Council in February and a report will be sent to the Municipality of Morris-Turnberry.

Discussion around the process concluded that for the purpose of mapping and regulations, any differences as a result of re-running will not impact or affect the next steps of considering the mapping for approval. This motion followed.

**Motion FA #96-20**

**Moved by: Ed McGugan**

**Seconded by: Alvin McLellan**

**“That** the Member’s receive the report and include the revised flood fringe for 160 Potter Street in the proposed Wingham and Area Mapping; And that MVCA proceed with re-running the flood plain mapping model to determine if the model returns a different result without fill at the expense of the 300 Princess Street, Wingham property owner, if he agrees to pay for it.”

(carried)

- b) Funding Available in 2021: Maitland Conservation Foundation: Report #61-20

Report #61-20 was presented and this motion followed.

**Motion FA #97-20**

**Moved by: Matt Duncan**

**Seconded by: Alison Lobb**

**That** the MVCA GM-ST provide support as Interim Executive Director to the MCF Board of Directors for 2021.

(carried)

- c) Draft 2021 Priorities, Work Plan and Budget: Report #62-20

Report #62-20 was presented and this motion followed.

**Motion FA #98-20**  
**Moved by: Roger Watt**

030  
**Seconded by: Kevin Freiburger**

**That** the 2021 draft budget, work plan and levy be circulated to member municipalities for review; **And that** the final work plan and budget be brought back to the Member's on March 17, 2021 for final review and approval.

**(carried)**

d) Options: Location and Theme for the 2021 Annual Meeting: Report #63-20

Report #63-20 was presented and this motion followed.

**Motion FA #99-20**  
**Moved by: Alison Lobb**

**Seconded by: Roger Watt**

**That** the 2021 Annual Meeting be held on Wednesday, February 17, 2021 at 2pm, with a snow date of Wednesday, February 24, 2021; **And that** the MCF be invited to discuss ideas to help promote the "Restoring the Maitland Campaign at the Annual Meeting; **And further that** the meeting be held virtually or at the Wroxeter Hall.

**(carried)**

e) First Call: Declarations for Chair, Vice and 2nd Vice Chair: Report #64-20

Following review of Report #64-20, Roger Watt declared his interest to run for Vice-Chair. No other declarations were made at this time.

**(carried)**

f) Personnel Committee Report: Report #65-20

Report #65-20 was presented and this motion followed.

**Motion FA #100-20**  
**Moved by: Megan Gibson**

**Seconded by: Ed McGugan**

**That** the proposed amendments to the personnel policy be approved as outlined in Report #65-20.

**(carried)**

## **6. Reports**

Member Erinn Lawrie reported that she and the GM attended the Town Council meeting in Goderich on December 14<sup>th</sup> to present the proposed changes to the Conservation Authorities Act and information on Schedule 6 to Council.

The Town of Goderich is in support of MVCA and passed the following motion at the December 14, 2020 meeting.

**Moved By: Deputy Mayor Murdock**  
**Seconded By: Councillor Tamming**

031

That Goderich Town Council bring forward item 7.1, being a motion in support of the Maitland Valley Conservation Authority's request to support the addition of Watershed Stewardship as the fourth mandatory service that Conservation Authorities provide for municipalities, and further to support the development of a Mayor's and Reeve's group to champion the continuation of Healthy Lake Huron which is a collaboration of partners co-led by the Ministry of the Environment, Conservation and Parks and the Ontario Ministry of Agriculture, Food and Rural Affairs to improve the nearshore water quality of Lake Huron between Tobermory and Samia, as recommended by the Environmental Action Committee.

**(carried)**

### **7. In-Camera Session: GM-ST Work Plan Review**

All attendees except the Administrative-Financial Services Coordinator were excused from the meeting at this time.

**Motion FA #101-20**

**Moved by: Roger Watt**

**Seconded by: Ed McGugan**

**That** the Member's move in-camera to review personnel matters.

**(carried)**

The following motion was made at the in camera session.

**Motion FA #102-20**

**Moved by: Anita van Hittersum**

**Seconded by: Erin Lawrie**

**That** the Member's resume regular session.

**(carried)**

These motions followed.

**Motion FA #103-20**

**Moved by: Roger Watt**

**Seconded by: Alison Lobb**

**That** the GM's 2021 salary and final payment in 2020 be processed as discussed and directed in-camera.

**(carried)**

### **8. Consent Agenda**

The following items were circulated to the Member's for their information.

- a) Revenue/Expenditure Report for November **Report #66-2020**
- b) Correspondence for Members Information – Letter from Municipality of Huron East Re: Conservation Authorities Act

The following motion was made.

032

**Motion FA #104-20**

**Moved by: Matt Duncan**

**Seconded by: Cheryl Matheson**

**That** reports #66-20 along with their respective recommended motions and correspondence as outlined in the Consent Agenda be accepted as presented.

(carried)

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

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

The next meeting of the membership will take place on January 27, 2021 at 7:00pm.

**10. Adjournment**

The meeting adjourned at 8:46 pm with this motion.

**Motion FA #104-20**

**Moved by: Megan Gibson**

**Seconded by: Anita van Hittersum**

**That** the general membership meeting be adjourned.

(carried)



Dave Turton  
Chair



Danielle Livingston  
Administrative/Financial  
Services Coordinator



**DRAFT** General Membership Meeting #1-2021

January 27, 2021

**Member's Present:** David Turton, Matt Duncan, Roger Watt, Alison Lobb, Ed McGugan, Kevin Freiburger, Anita van Hittersum, Megan Gibson, Cheryl Matheson, Alvin McLellan

**Absent With Regrets:** Erinn Lawrie

**Staff Present:** Phil Beard, General Manager-Secretary-Treasurer  
Danielle Livingston, Admin-Financial Services Coordinator  
Jayne Thompson, Communications Coordinator  
Stewart Lockie, Conservation Areas Coordinator  
Stephen Jackson, Flood-Erosion Safety Coordinator  
Chris Van Esbroeck, Stewardship Services Coordinator  
Erin Gouthro, Resource Planner-Regulations Officer  
Donna Clarkson, DWSP Co-Supervisor

## 1. Call to Order

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

## 2. Declaration of Pecuniary Interest

There were no pecuniary interests at this time.

## 3. Minutes

The minutes from the Maitland Valley Conservation Authority (MVCA) General Membership Meeting #10-2020 held on December 16, 2020 have been circulated for information and approval. The Members agreed with the minutes and the following motion was made.

### Motion FA #1-21

**Moved by: Alvin McLellan**

**Seconded by: Roger Watt**

**That** the minutes from the General Membership meeting #10-2020 of December 16, 2021 be approved.

**(carried)**



**4. Business Out of the Minutes**

034

- a) Final Agenda for the Annual Meeting: **Report #1-21**

Report #1-21 was presented and this motion followed.

**Motion FA #2-21**

**Moved by: Megan Gibson**

**Seconded by: Alvin McLellan**

**That** the final agenda for MVCA's February 17<sup>th</sup> Annual Meeting be approved as outline in Report #1-21.

**(carried)**

- b) Draft Information Package: 2021 Work Plan and Budget: **Report #2-21**

Report #2-21 was presented and this motion followed.

**Motion FA #3-21**

**Moved by: Ed McGugan**

**Seconded by: Matt Duncan**

**That** the draft information package on the 2021 work plan and budget be circulated to member municipalities.

**(carried)**

- c) Development of Regulatory Changes to Conservation Authorities: **Report #3-21**

Report #3-21 was presented for information purposes.

- d) Approval of the Wingham and area Flood Plain Mapping Update: **Report #4-21**

Report #4-21 was presented and this motion followed.

**Motion FA #4-21**

**Moved by: Alison Lobb**

**Seconded by: Roger Watt**

**That** the Members adopt the Wingham and Area Flood Plain mapping, dated March 12, 2020, with the December 16, 2020 amendment for 160 Potter St, for purposes for Planning and Regulations Purposes, with the exception of 300 Princess St; **And that** the updated flood plain mapping for 300 Princess Street be brought back to the Members for approval within 120 days.

**(carried)**

- 5. Presentation, Proposed Harriston Flood Mitigation Project and Upstream Restoration Project:  
Steve Jackson & Erin Gouthro**

## 6. Business Requiring Direction and Decision

035

### a) Year End Review of Members Work Plan: **Report #5-21**

Report #5-21 was presented and this motion followed.

#### **Motion FA #5-21**

**Moved by: Megan Gibson**

**Seconded by: Matt Duncan**

**That** the work plan progress report for 2020 be accepted as outlined in Report #5-21

**(carried)**

### b) 2021 Year End Work Plan & Revenue-Expenditure Report: **Report #6A & B-21**

Reports #6A-21 and 6B-21 were presented and these motions followed.

#### **Motion FA #6-21**

**Moved by: Alvin McLellan**

**Seconded by: Alison Lobb**

**That** the progress report on the 2020 work plan be accepted as outlined in Report #6A-21.

**(carried)**

#### **Motion FA #7-21**

**Moved by: Cheryl Matheson**

**Seconded by: Matt Duncan**

**That** all year-end surpluses and deficits be directed to the appropriate accumulated surplus accounts; **And that** all deferred revenue be directed to the appropriate projects identified in the 2021 draft budget.

**(carried)**

### c) Second Call for Declarations for Chair, Vice and Second Vice for 2021: **Report #7-21**

Following review of Report #7-21, Dave Turton declared his interest to run for Chair, Matt Duncan declared his interest to run for 1<sup>st</sup> Vice-Chair and Roger Watt declared his interest to run for 2<sup>nd</sup> Vice-Chair. No other declarations were made at this time.

## 7. Reports

Chair Turton informed the Members that he is a member of Conservation Ontario's Governance Committee that was established to identify priorities for the next five years. Conservation Ontario is developing a Strategic Plan. The draft Strategic Plan will be presented at the Annual Meeting in April.

The Committee won't be recommending a change to the existing policy that allows conservation authorities to appoint CAO's and General Managers to be voting delegates or alternates to Conservation Ontario Council.

Discussion about having a format of break-out sessions by CA region has been discussed as a new <sup>036</sup> approach for meetings along with considering sharing services by region. More information is expected following Conservation Ontario's annual meeting in April.

**8. Consent Agenda**

The following items were circulated to the Member's for their information.

- a) Correspondence for Members Information: **Report #8-21** (attached)
- b) Revenue & Expenditure Report December: **Report #9-21** (attached)

The following motion was made.

**Motion FA #8-21**

**Moved by: Roger Watt**

**Seconded by: Megan Gibson**

**That** reports #8-21 through #9-21 along with their respective recommended motions and correspondence as outlined in the Consent Agenda be accepted as presented.

**(carried)**

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

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

The next meeting of the membership will take place on February 17, 2021 at 2:00 pm.

**10. Maitland Source Protection Authority Meeting**

The Member entered into a Maitland Source Protection Authority meeting.

**(carried)**

**11. Adjournment**

The meeting adjourned at 8:40 pm with this motion.

**Motion FA #9-21**

**Moved by: Roger Watt**

**Seconded by: Alvin McLellan**

**That** the general membership meeting be adjourned.

**(carried)**



Dave Turton  
Chair



Danielle Livingston  
Administrative/Financial  
Services Coordinator

**DRAFT Annual Meeting of the Membership #2/2021**

**Virtual Location via Zoom**

**February 17, 2021**

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

**Staff Present:** Phil Beard, General Manager/Secretary-Treasurer  
Danielle Livingston, Admin/Financial Services Coordinator  
Jayne Thompson, Communications Coordinator  
Stewart Lockie, Conservation Areas Coordinator  
Stephen Jackson, Flood/Erosion Safety Coordinator  
Chris Van Esbroeck, Watershed Stewardship Coordinator  
Cheryl Dobbyn, Clerk  
Dave Nuhn, Field Services Technician  
Doug Hocking, Water Quality Specialist  
Kirsten Snoek, Planning and Regs Assistant  
Shannon Millar, Shoreline Technician  
Donna Clarkson, ABCA CO-DWSP Program Supervisor-Risk Management Official

**Others in Attendance:** Lisa Thompson, Ben Lobb, Jane McKelvie, Glen McNeil, Doug Harding, Francis Hogan, Steve McCabe, Todd Kasenberg, Kriss Snell, Gregg Davidson

**1. Welcome and Remarks by the Chair, Dave Turton**

Chair Turton called the meeting to order at 2:00 pm, welcomed everyone with these remarks;

Welcome to our Annual Meeting. 2021 is the 70<sup>th</sup> Anniversary of the Maitland Valley Conservation Authority. While we aren't holding a formal celebration this year, we will be celebrating the 50<sup>th</sup> Anniversary of the opening of the Falls Reserve Conservation Area that we had originally planned to do last year.

We are glad that you are able to join us this afternoon.



Our major objectives today are to elect our Chair and Vice Chairs for 2021 and to identify ideas for strengthening our working relationship with the Maitland Conservation Foundation. As you know the MCF raises money to help fund a variety of conservation authority projects across the watershed. MCF's Chair, Kriss Snell will be making a presentation on how MVCA can assist them with their fundraising efforts.

Before we begin the meeting I will make some opening remarks on the year ahead! In our letter to our member municipalities, we outlined that MVCA has been working over the past 7 years to focus our services into three key areas:

1. Flood and Erosion Safety
2. Watershed Stewardship
3. Conservation Areas

We have had to do this because we have limited resources, and we want to be as effective as possible with the resources we have.

It has taken MVCA 25 years to build our resources back to the level that we had in 1995! However, we still need to build more resources to stabilize our budget to deal with the challenges we face. It is with thanks to the support of our member municipalities that we have been able to build this back and we appreciate your support.

MVCA's 2021 work plan is very ambitious and forward thinking. Some of the major priorities that we will be moving ahead with include;

- decommissioning the Gorrie Dam and rehabilitating the conservation area
- upgrading the septic system at the Falls Reserve
- undertaking a comprehensive assessment of the health of the forests in the Maitland watershed
- developing an infrastructure strategy for all the equipment and structures that we own
- in order to undertake this work, we will have to use a large amount of our accumulated surplus to undertake this work
- 2020 marked the year that we finally got back to the same level of resources that we had in 1995!
- We are able to advance a number of watershed stewardship projects in 2021 thanks to the support and leadership of Healthy Lake Huron.,
- HLH is co-led by OMAFRA and MECP.
- Thanks to our MPP Lisa Thompson for her support of HLH and for working with Minister Yurek to keep this collaboration going.

Healthy Lake Huron steering committee is comprised of representatives from all three levels of government, conservation authorities, health units and several non-governmental groups, all working to improve the water quality in Lake Huron and adjacent watersheds.

This is great collaboration for getting more stewardship work implemented within the watersheds that drain into Lake Huron.

I would also like to thank the counties of Wellington and Huron for their continued support for their respective clean water projects.

This partnership has helped many landowners and community groups to undertake a lot of great stewardship project across the watersheds covered by these programs.

Last October MVCA invited Dr. Justina Ray's, Chief Scientist for the Wildlife Conservation Society to make a presentation on Healthy Watersheds, people and wildlife. She outlined how watershed health helps to reduce the risk of infectious disease outbreaks from wildlife. She encouraged conservation authorities to develop partnerships with public health and OMAFRA to develop an integrated one health approach.

Conservation authorities and municipalities need additional partnerships to be developed by the Provincial and Federal Governments so that we can undertake projects that will help protect our citizens from flooding and erosion.

Rural conservation authorities and municipalities do not have financial resources to cover the entire cost of updating flood and erosion risk mapping or to finance flood and erosion damage reduction projects without help from the Federal and Provincial government.

The federal government is in the process of developing three programs related to dealing with climate change and restoring natural infrastructure:

- 2 Billion Tree program
- Nature Based Climate Solutions Program
- An updated National Disaster Mitigation Program
- Conservation authorities and municipalities need the support of our MPPs and MPs to work with the Federal and Provincial Government to make sure that these programs are designed in a way that they will meet the needs of rural areas.
- We would be happy to talk to you about how these programs need to be designed to benefit rural watersheds such as the Maitland so that we can develop healthy, resilient, safe and prosperous communities and watersheds

In closing I would like say that MVCA's Members are looking forward to working with all of you to undertake this important work in 2021.

Thank you.

## **2. Greetings from Guests**

Greetings from the following dignitaries were made;

Lisa Thompson, Huron Bruce MPP

Randy Pettapiece Perth-Wellington MPP

John Nater Perth-Wellington MP

Ben Lobb, Huron Bruce MP

Doug Harding, Township of Howick Reeve

Glen McNeil, Huron County Warden and Ashfield-Colborne-Wawanosh Mayor

Todd Kasenberg, North Perth Mayor

Gregg Davidson, Township of Mapleton Mayor

## **3. Introduction of the Members of Maitland Conservation and the Maitland Conservation Foundation (MCF)**

Chair Turton called on the members of MVCA and MCF to introduce themselves and their affiliation.

## **4. Election of Officers for 2021**

- a) Appointment of Presiding Officer and Scrutineers

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

040

**Motion FA #10/21**

**Moved by: Matt Duncan**

**Seconded by: Megan Gibson**

**That** Kris Snell act as the Presiding Officer for the election of Chair for the Maitland Valley Conservation Authority (MVCA) and the Maitland Source Protection Authority (MSPA).

**(carried)**

Chair Dave Turton, Vice-Chair Matt Duncan, and Second-Vice Chair Roger Watt vacated their positions during the election for Chair.

Appointment of Scrutineers by Presiding Officer

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

**Motion FA #11/21**

**Moved by: Alison Lobb**

**Seconded by: Alvin McLellan**

**That** and Francis Hogan and Glen McNeil be Scrutineers for the election of officers; **And that** the Scrutineers be responsible for destroying ballots after the election if needed.

b) Election of Chair for 2021

Presiding Officer Snell called for nominations for the position of Chair for the Maitland Valley Conservation Authority and the Maitland Source Protection Authority for 2021.

**Motion FA #12/21**

**Moved by: Matt Duncan**

**That** Dave Turton is nominated for Chair of the MVCA and the MSPA for 2021.

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

**Motion FA #13/21**

**Moved by: Alison Lobb**

**Seconded by: Roger Watt**

**That** nominations for the position of Chair of the Maitland Valley Conservation Authority and Maitland Source Protection Authority for 2021 be closed.

**(carried)**

Dave Turton agreed to stand for the position of Chair in 2021.

Presiding Officer Snell declared Dave Turton as the Chair of the MVCA and MSPA for 2021.

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



## c) Election of Vice-Chair for 2021

Chair Turton called for nominations for the position of Vice-Chair of the Maitland Valley Conservation Authority and Maitland Source Protection Authority for 2021.

**Motion FA #14/21**

**Moved by: Roger Watt**

**That** Matt Duncan is nominated for Vice-Chair of the Maitland Valley Conservation Authority and Maitland Source Protection Authority for 2021.

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

**Motion FA #15/21**

**Moved by: Alvin McLellan**

**Seconded by: Ed McGugan**

**That** nominations for the position of Vice-Chair of the Maitland Valley Conservation Authority and Maitland Source Protection Authority for 2021 be closed.

**(carried)**

Matt Duncan accepted the Vice-Chair position.

The Chair declared Matt Duncan as Vice-Chair of the Maitland Valley Conservation Authority and Maitland Source Protection Authority for 2021.

## d) Election of 2nd Second Vice-Chair for 2021

Chair Turton called for nominations for the position of 2<sup>nd</sup> Vice-Chair of the Maitland Valley Conservation Authority and Maitland Source Protection Authority for 2021.

**Motion FA #16/21**

**Moved by: Matt Duncan**

**That** Roger Watt is nominated for 2nd Vice-Chair of the Maitland Valley Conservation Authority and Maitland Source Protection Authority for 2021.

Chair Turton called for further nominations for 2nd Vice-Chair and this motion was made.

**Motion FA #17/21**

**Moved by: Ed McGugan**

**That** Megan Gibson is nominated for 2nd Vice-Chair of the Maitland Valley Conservation Authority and Maitland Source Protection Authority for 2021.

Chair Turton called for nominations for 2nd Vice-Chair for a third time and no others were made so then called for a motion to close nominations.

**Moved by: Alison Lobb**

**Seconded by: Roger Watt**

**That** nominations for the position of 2nd Vice-Chair of the Maitland Valley Conservation Authority and Maitland Source Protection Authority for 2021 be closed.

**(carried)**

Roger Watt didn't accept the 2nd Vice-Chair position and withdrew his nomination.

Megan Gibson thanked her nominator and accepted the position of 2<sup>nd</sup> Vice-Chair.

Chair Turton declared Megan Gibson as 2nd Vice-Chair of the Maitland Valley Conservation Authority and Maitland Source Protection Authority for 2021.

e) Destruction of Ballots

There were no ballots to be destroyed.

**5. Presentation: Overview of the “Restoring the Maitland” campaign and projects supported by the Maitland Conservation Foundation and John Hindmarsh Environmental Trust Fund in 2020. Phil Beard, Interim Executive Director, MCF**

**6. Discussion of ideas on how Maitland Conservation can help support the Restoring the Maitland Campaign in 2021: Kriss Snell, Chair, MCF. Report #10-2021**

Report #10-21 was presented and this motion followed.

**Motion FA #19/21**

**Moved by: Alvin McLellan**

**Seconded by: Matt Duncan**

**That** Report #10-2021 be accepted and that the report be referred to staff to prepare a report outlining how we can assist the MCF to strengthen their fundraising campaign in 2021.

**7. Adoption of Meeting Schedule for 2021: Report #11-2021**

Report #11-21 was presented and this motion followed.

**Motion FA #20/21**

**Moved by: Megan Gibson**

**Seconded by: Cheryl Matheson**

**That** the meeting schedule for 2021 be approved as outlined in Report #11-2021.

**(carried)**

**8. Next Meeting to be held Wednesday, March 17, 2021**

**9. Adjournment**

043

**Motion FA #21/21**

**Moved by: Roger Watt**

**Seconded by: Megan Gibson**

**That** the meeting be adjourned.

**(carried)**

The meeting adjourned at 2:55 pm.

A handwritten signature in black ink, appearing to read "Dave Turton", written in a cursive style.

Dave Turton  
Chair

A handwritten signature in black ink, appearing to read "Danielle Livingston", written in a cursive style.

Danielle Livingston  
Administrative and Financial Services Coordinator

January 27, 2021

**DRAFT Maitland Source Protection Authority (MSPA) Meeting #1-21 Minutes**

**Member's Present:** Dave Turton, Roger Watt, Matt Duncan, Alison Lobb, Ed McGugan, Kevin Freiburger, Anita van Hittersum, Megan Gibson, Cheryl Matheson, Alvin McLellan

**Member's Absent:** Erinn Lawrie

**Staff Present:** Phil Beard, General Manager/Secretary-Treasurer  
Danielle Livingston, Financial Services Coordinator  
Jayne Thompson, Communications Coordinator  
Stewart Lockie, Conservation Areas Coordinator  
Stephen Jackson, Flood-Erosion Safety Coordinator  
Chris Van Esbroeck, Stewardship Services Coordinator  
Erin Gouthro, Resource Planner-Regulations Officer  
Donna Clarkson, DWSP Co-Supervisor

**Approval of the Minutes:**

**Motion MSPA #1-21**

**Moved by: Alvin McLellan**

**Seconded by: Anita van Hittersum**

**That** the minutes from the MSPA meeting #3-20 of June 17, 2020 be approved.

**(carried)**

**Consent Agenda:**

The following reports were presented for information purposes.

- a) Draft Minutes from Joint Management Committee Meeting held on December 21, 2020
- b) Drinking Water Source Protection Update. **Report #1-21**
- c) Update on 2021-2022 Work Plan and Budget. **Report #2- 21**
- d) Source Protection Committee Minutes



e) Adjournment

**Motion MSPA #2-21**

**Moved by: Ed McGugan**

**Seconded by: Kevin Freiburger**

**That** the MSPA meeting be adjourned.

**(carried)**



Dave Turton  
Chair



Danielle Livingston  
Administrative/Financial  
Services Coordinator

# SAUGEEN VALLEY CONSERVATION AUTHORITY

# MINUTES

Conservation through Cooperation

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<b>MEETING:</b>	<b>Authority Meeting</b>
<b>DATE:</b>	<b>Thursday February 18, 2021</b>
<b>TIME:</b>	<b>1:00 p.m.</b>
<b>LOCATION:</b>	<b>Electronic</b>
<b>CHAIR:</b>	Maureen Couture
<b>MEMBERS PRESENT:</b>	Mark Davis, Barbara Dobreen, Dan Gieruszak, Cheryl Grace, Tom Hutchinson, Steve McCabe, Don Murray, Mike Myatt, Mike Niesen, Sue Paterson, Diana Rae, Christine Robinson, Bill Stewart
<b>ABSENT:</b>	Paul Allen
<b>OTHERS PRESENT:</b>	Jennifer Stephens, General Manager/Secretary Treasurer Laura Molson, Manager, Corporate Services Erik Downing, Manager, Environmental Planning & Regulations JoAnne Harbinson, Manager, Water Resources & Stewardship Services Donna Lacey, Manager, Forestry & Conservation Lands Janice Hagan, Executive Assistant

Chair Maureen Couture, called the meeting to order at 1:00 p.m. The Directors welcomed Mike Niesen as a newly appointed director representing Municipality of South Bruce, Township of Howick, and the Municipality of Morris-Turnberry.

## **1. Land Acknowledgement**

As we work towards reconciliation with Indigenous people, we begin our meeting today by respectfully acknowledging that we are situated on Traditional Territories and Treaty Lands, in particular those of the Chippewas of Saugeen Ojibway Territory know as the Saugeen Ojibway Nation.

As shared stewards of Ontario's land and water resources – along with the First nations community – Saugeen Valley Conservation Authority appreciates and respects the history and diversity of the land and its peoples and are grateful to have the opportunity to meet in this territory.

**Annual Meeting – February 18, 2021****2. Adoption of Agenda****MOTION #G21-24**

Moved by Cheryl Grace

Seconded by Diana Rae

THAT the agenda be adopted as presented.

**CARRIED**

**3. Declaration of Pecuniary Interest**

No persons declared a pecuniary interest relative to any item on the agenda.

**4. Approval of Authority Meeting Minutes**

- a. January 22, 2021 – Authority Annual Meeting

**MOTION #G21-25**

Moved by Sue Paterson

Seconded by Steve McCabe

THAT the minutes of the Authority Annual meeting, held on January 22, 2021 be approved as circulated.

**CARRIED**

**5. Staff Recognition**

Staff Appreciation awards were presented to the following long-serving employees of SVCA:

- Fifteen Year Service Award: Bruce Martin, Assistant Campground Superintendent – Durham CA
- Thirty Year Service Award: Jo-Anne Harbinson, Manager - Water Resources

**6. Matters Arising from the Minutes**

- a. SVCA Permit Application Review Fee – Linear Servicing Projects

Erik Downing reviewed the submitted report and noted that SVCA's Permit Application Review fees pertaining to extensive linear infrastructure projects have not been indicated or clarified in the fee schedule. Staff recommend that reference to linear projects be added to the fee schedule and that they be grouped as complex works. Comparisons with adjacent conservation authorities indicate that most linear project reviews incur fees in this manner. After discussion, the following motion carried:

**MOTION #G21-26**

Moved by Mike Myatt

Seconded by Tom Hutchinson

THAT staff be directed to update SVCA's Fee Schedule to include reference to linear servicing and infrastructure projects;

AND FURTHER THAT SVCA staff recommend that for large linear infrastructure projects permits be grouped, where appropriate, as complex works based on the type of permit being issued.

**CARRIED**

**Annual Meeting – February 18, 2021**

## b. Durham Upper Dam Pedestrian Walkway Access

Jennifer Stephens reviewed concerns pertaining to the gate closure at the Durham Upper Dam. She advised the Board that the Water Resources Committee has recommended that a public safety assessment be conducted and that the gates continue to be closed until the assessment is completed.

**MOTION #G21-27**

Moved by Cheryl Grace

Seconded by Dan Gieruszak

THAT a Public Safety Assessment be completed at the Durham Upper Dam (McGowan Falls Dam), and

THAT walkway gates allowing pedestrian access over the Durham Upper Dam continue to be closed pending Public Safety assessment recommendations; and

THAT the communications plan be implemented immediately; and

FURTHER THAT staff place appropriate signage at the dam.

**CARRIED**

**7. Consent Agenda****MOTION #G21-28**

Moved by Diana Rae

Seconded by Steve McCabe

THAT the reports, minutes, and information contained in the Consent Agenda, [items 7a-e], along with their respective recommended motions be accepted as presented.

**CARRIED**

**8. New Business**

## a. Amended Board of Director's Schedule

Staff recommend that an additional three meetings be added to the regular Authority meeting schedule to reduce the length of each meeting, and to support staff in efficient communication and timely decision making.

After discussion, the following motion carried:

**MOTION #G21-29**

Moved by Christine Robinson

Seconded by Bill Stewart

THAT the Authority Meeting Schedule for 2021 be amended to include Board of Directors regular meetings on April 15, June 17, and November 18; and

FURTHER THAT the amended schedule be posted to the SVCA website.

**CARRIED**



**Annual Meeting – February 18, 2021**

- b. Partnership with the Municipality of Brockton and the Cargill / Greenock Swamp Promotional Association

Jennifer reported that correspondence had been received from the Cargill Greenock Swamp Promotional Association (CGSPA) proposing a tripartite agreement with SVCA, the Municipality of Brockton, and CGSPA for the use of the Schmidt Lake Property for Greenock Swamp Tours. The correspondence was discussed by the Directors and the following motion carried:

**MOTION #G21-30**

Moved by Bill Stewart

Seconded by Steve McCabe

THAT staff be directed to enter into a Tripartite Agreement with the Municipality of Brockton and the Cargill / Greenock Swamp Promotional Association (CGSPA) for use of SVCA property for the Greenock Swamp Tours;

AND THAT at minimum the CGSPA will be required to have liability insurance when operating tours on SVCA property;

AND THAT staff confirm in writing that the SVCA will transfer ownership of the Greenock Swamp Tours to the CGSPA;

AND FURTHER THAT staff return as much tour information, products, and artifacts without compromising donations of such artifacts intended only for the SVCA.

**CARRIED**

There being no further business, the meeting adjourned at 2:45 p.m. on motion of Dan Gieruszak and Bill Stewart.

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Maureen Couture  
Chair

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Janice Hagan  
Recording Secretary



## Grand River Conservation Authority

Summary of the General Membership Meeting – March 26, 2021

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

### Action Items

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

- GM-03-21-26 - Proposed Bylaw 1-2021
- GM-03-21-27 - Financial Summary
- GM-03-21-22 - Replacement Compact Backhoe and Tractor Purchase
- GM-03-21-23 - Replacement Truck Purchase
- GM-03-21-24 - 2021 Road Surface Treatment Tender Results
- GM-03-21-21 - Development, Interference with Wetlands and Alterations to Shorelines Regulation Permit Application 188/20
- GM-03-21-25 - Province of Ontario Consultation on Growing the Size of the Greenbelt

### Information Items

The Board received the following reports as information:

- GM-03-21-20 - Cash and Investment Status
- GM-03-21-29 - March 2021 Flood Event
- GM-03-21-28 - Current Watershed Conditions

### Delegations

The Board heard from the following delegation:

- Ella Haley on behalf of Sustainable Brant/Better Brant regarding Growing the Greenbelt

For full information, please refer to the [March 26 Agenda Package](#). Complete agenda packages and minutes of past meetings can be viewed on our [online calendar](#). The minutes of this meeting will be posted on our online calendar following the next meeting of the General Membership scheduled on April 23, 2021.

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



## MINUTES

### ARTHUR BUSINESS IMPROVEMENT ASSOCIATION MEETING MARCH 17<sup>TH</sup>, 2021 @ 7:30 PM : VIA ZOOM VIDEO CONFERENCE

#### **BOARD MEMBER ATTENDEES:**

Keith Harris, Chair  
Sheila Faulkner,  
Councilor Lisa Hern

Paula Coffey,  
Mitch Keirstead

Jim Coffey,  
Tom Gorecki

#### **BOARD MEMBERS ABSENT:**

Angela Alaimo, Gord Blyth,

#### **OTHER ATTENDEES:**

Dale Small; WN Economic Development Officer

#### **REVIEW AND ADOPTION OF THE AGENDA**

Chair Keith called the meeting of the BIA to order at 7:33PM. The agenda and minutes from the February 3<sup>rd</sup> meeting were reviewed and approved Moved by Paula Coffey, seconded by Jim Coffey **Carried**

#### **UPDATE FROM THE CHAIR**

Chair Keith provided an update & thanked everyone for their approval of the new BIA logo. Special thanks to Caroline Paquet for her design work. The OBIAA application was submitted and approved so the Arthur BIA is now an official member of the OBIAA. Connecting link items were discussed including the curb extension and outdoor gym. Dale provided the following dates as per BMRoss:

- Overall connecting link project goes to tender on Friday March 19.
- There will be a 40-day tendering period with a closing date of April 28.
- The contract will be awarded at the May 10<sup>th</sup> Wellington North council meeting.
- Target completion date is September 3, 2021 however the Contractor will provide a detailed schedule which will be passed along to the BIA.
- As of right now there is no public meeting planned due to the Pandemic, however the Township/BMROSS will be mailing out letters to the effected residents/business' along Smith/George Street about the upcoming work.

#### **UPDATE FROM THE TREASURER**

The BIA annual tax levy of \$19,250 (55 @ \$350) will be received quarterly starting April. One bill currently outstanding is to the Township who understand it will be paid in April once the first installment is received.



### **BUSINESS ARISING/ITEMS FOR DISCUSSION**

Good discussion around looking for a new place for the Community Art Location. Committee was encouraged to look around and see what the options are and come to the next meeting prepared to discuss and hopefully finalize a proposal.

An update was also provided on the new sign for the Fire Hall which is a partnership with the White's, Wellington North Fire Services, and the Arthur BIA. The contract has been awarded to Raynbow Signs and it is hoped that we will have a draft of the design for review and discussion at the April meeting.

Paula brought the committee up to date on some plans for other streetscape improvements such as benches, garbage cans, etc. and will share more at the April meeting.

The committee reached agreement on partnering with the Arthur Chamber in regard to the annual purchase of the flowers for the planters on George Street. It was agreed that the BIA would cover the costs for the flowers that are included inside the BIA boundary. President Keith and Chamber President Tom will work out the details. The Chamber have already ordered the flowers as this must be done every Fall, but payment will be made by the BIA.

### **ROUNDTABLE**

Chair Keith congratulated Director Mitch on his retirement. Mitch indicated while he was looking forward to retirement he was still going to be involved in the town and therefore would like to stay on the Board of the Arthur BIA for the completion of this term.

Discussion took place regarding Sidewalk Saturdays and closing down George Street to support the event and there was agreement that the BIA would like to try and schedule two of these events in 2021. Perhaps one in June before the connecting link construction starts and then maybe one in September, perhaps the same weekend as the Fall Fair, to celebrate its completion.

### **NEXT MEETING**

The next meeting will take place on April 21<sup>st</sup>, starting at 7:30pm via ZOOM.

### **ADJOURNMENT**

Moved by Keith Harris that the meeting be adjourned at 8:10PM

**Carried**



*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 MARCH 18<sup>th</sup>, 2021 @ 12:00 PM;  
UPPER HALL, ARTHUR & AREA COMMUNITY CENTRE**

**Members Present:**

Chair Jim Taylor  
Gail Donald  
Bonny McDougall  
Robert MacDonald

**Members Present via Zoom:**

Penny Renken  
Lisa Hern, Councillor  
Linda Hruska

**Staff Present:**

Dale Small, Economic Development Officer  
Mandy Jones, Community Recreation Coordinator  
Tasha Grafos, Administrative Support

**Members Absent:**

Gary Pundsack

**CALLING TO ORDER –**

At 12:07pm Chair Jim suggested that EDO Dale chair the meeting as Chair did not have a laptop with him EDO agreed to chair the meeting.

EDO Dale called the Meeting to order 12:08pm

**ADOPTION OF THE AGENDA – Chair Taylor**

RESOLUTION: CRT2021-001

Moved: Member Gail

Seconded: Member Linda

*THAT the agenda for the March 18<sup>th</sup>, 2021 Cultural Roundtable Committee meeting be accepted and passed.*

CARRIED

**DISCLOSURE OF PECUNIARY INTEREST**

None

**MINUTES OF PREVIOUS MEETING – October 22, 2020**

*Approved by Council on November 9, 2020.*

**BUSINESS ARISING FROM THE MINUTES**

**1. Cultural Plan**

MDB Insight is prepared to do a refresh of our Cultural Plan on the Committee's behalf. The last plan was done in 2013. We do have a small budget for this refresh and MDB can work within this budget of \$5,000. MDB would have the new plan ready for June 2021. There will be committee and township cooperation in completing this plan. The committee agreed that it was a good time to update the plan and would like the content of the plan to be more unique to Wellington North, not a generic Cultural Plan. Project would start early April with a first week of June completion. As our next roundtable meeting is May 20<sup>th</sup>, we would ask MDB Insight to review a draft of the final report at that time and the Committee will present this plan to council this summer.

RESOLUTION: CRT2021-002

Moved: Chair Jim

Seconded: Member Gail

*THAT the Cultural Roundtable accept the MDB Insight proposal dated March 17<sup>th</sup>, 2021 to update the Wellington North Cultural Plan as presented.*

CARRIED

## 2. **Wellington North Farmers Market**

Council approved the opening of the Wellington North Farmer's Market on Saturdays from June 19 – September 25, 2021. Pastor Harry has agreed again to be the Market Manager, he was unable to attend this meeting. All twelve of last year's vendors will be returning and we currently have three new applicants.

There is a new farmer's market, Kenilworth Farmer's Market, that is in the development stage. This market is not affiliated with the Township. This is a private venture from the new owner of the building that used to be the Kenilworth Country Kitchen, Peter Irvine. EDO Dale introduced Peter to Nicole McReynolds of Backyard Bounties, is assisting Peter with trying to find vendors and Peter's goal is to have a market that is open year-round indoors and utilizing his outdoor space in the summer months as well.

## 3. **Wellington North Culture Days 2021**

EDO Dale would like the Committee to give some thought into planning events for Culture Days that will happen from September 24 – October 24, 2021. The thought is to have an appreciation BBQ for local volunteers, maybe twice over the course of month that Culture Days are happening. Last year in most communities, this event had to be moved online and that could happen again this year. We will need ideas for virtual and in-person, depending on what regulations allow. Bonny mentioned Metz is planning to once again host its Pumpkinfest.

## 4. **Mayor's Volunteer Celebration Breakfasts**

We would like to begin to begin planning Mayors Volunteer Breakfasts as a way to thank and celebrate our Wellington North volunteers. This could be done virtually, with small groups of 8 – 10 people. Breakfast could be delivered to each attendee's home, then they would meet virtually with the mayor to enjoy their breakfast until such time as we can do them in-person.

## 5. **Community Story Telling**

This was an initiative first introduced in the original Culture Plan. The Committee should look at the potential of partnering with The River for an opportunity to share stories about our community and interviewing our Wellington North volunteers. These would have to be archivable recordings for the Committee.

## 6. **MCP Grants & Donations**

In previous years, the Committee has given out \$2000 in grants for community applicants such as Metz Pumpkin Fest, Agricultural Societies, Fireworks Festival, etc. for their events. With COVID-19 regulations, events in 2020 did not happen. We did not receive any applications for 2020 and to-date, we have not received any applications for 2021. The Committee should think about options for this grant money.

The Committee would like to consider reserving some funds for applications that could come forth later in the year, to assist these organizations in getting back operational. There should also be consideration given to funding elements of the Cultural Plan when that is ready. Finally, the committee would like to consider the allocation of some funds for the Historical Building and Places Project.

## 7. **Cultural Moment**

Committee would like to continue to offer Cultural Moments to council. Member Gail has offered to write at least three Cultural Moments for the year and enjoys doing these projects and Member Penny has written a piece about Monck that will be added to the agenda for the April 12<sup>th</sup> Council meeting.

Moving forward we will not setup a schedule or pre-determine topics. Committee members are encouraged to write about what interests them and when completed send to EDO Dale who will include them on the next council's agenda.

Councilor Lisa expressed her gratitude for these moments at Council Meetings and likes having these as a part of the council agenda.

## 8. Summer Student

This year, we are hoping that we can have Summer Students return to the Township. EDO Dale has requested a summer student for 2021. This student would act as a support for the Wellington North Farmer's Market, Cultural Roundtable, Culture Days, Student Startup Program, and Economic Development. Ideally working from Tuesdays to Saturday, Saturdays would be in the Market.

## ROUNDTABLE

### 1. Member Penny

Penny wondered if the Hospital Auxiliary's project would be eligible to apply for a Cultural Roundtable Grant. The project is a book that about local stories, with recipes, and local history. It was agreed by the committee that this would fit into the Committee's requirements to receive a grant. The Auxiliary group should apply in 2020.

### 2. Member Linda

Linda appreciates the new signs in Mount Forest and likes the new design.

### 3. Chair Jim

Jim would like to see MDB Insight at the next Cultural Roundtable meeting (May 20<sup>th</sup>) to present and discuss the Cultural Plan. This may assist in helping to plan the Culture Days events and offer the committee an opportunity to provide feedback.

EDO Dale added that members of the Committee will be asked to meet virtually with MDP in early April to discuss the wants from the Committee in the Cultural Plan.

### 4. Member Bonny

Bonny will be retiring from Arthur Home Hardware within a week's time. She is looking forward to offering the services she did to Wellington North in terms of cataloguing the cemetery. She has volunteered to take on a number of cemeteries to the south of us.

Bonny added that Metz Pumpkin Fest is being planned for 2021 and they remain hopeful for a successful event. on with the Cemetery project that she started with Wellington North.

The Committee offers Congratulations to Bonny on her upcoming Retirement.

### 5. Member Robert

The Arthur Agricultural Society is planning a BBQ Drive Thru dinner, date is undecided. The Drayton Fair is hosting a drive thru Ham Dinner coming up.

### 6. Member Gail

The trails have been well used during the pandemic. There have been reports from Trail volunteer Jack Benham of beaver activity and they are working to resolve this issue. There have been more trees ordered and they will be planted along the trails this spring.

Gail also added that the Arthur Chamber of Commerce is looking to make young people, who may be missing their peers and family, enjoy the Easter Weekend. They are holding an Easter Egg hunt, where participants will find easter egg posters around the community, snap a photo and then post to social media.

### 7. CRC Mandy

Mandy is continuing to work with the Committee and Dale on volunteer initiatives. She reports that the trails have seen a large increase in usage and with that came Council's approval to a capital budget to work on improving our trails.

Way finding signage will soon be seen in downtown Arthur and Mount Forest. This signage will provide direction to recreation amenities in the community.

**8. EDO Dale**

The Recreation team has lots of great things on the go, including replacing the floor in the Arena, to provide for a new ice surface and a new park installation with Opti-Mrs. Arthur will also have a new outdoor gym this summer.

The Township was approved for a grant from New Horizons to hire a senior to train other seniors on technology. We are currently recruiting for a 55+ years of age person that can help other seniors learn to use their devices to bank, communicate and general knowledge of computers.

EDO Dale is looking for committee members to take the co-lead on a variety of projects with him. If committee members could self-identify which project(s), they would be interested in supporting would be appreciated:

Municipal Cultural Plan	
WN Farmers Market	Harry Engel & Summer Student
WN Culture Days 2021	
Mayors Volunteer Breakfasts	
Community Storytelling	
Historical Buildings & Places	
Simply explore website review	
Student Startup Program	

**9. Councilor Lisa**

Councilor Lisa shared how important things like the Cultural Roundtable and Recreation are to the community right now. Her son is a Mental Health intake nurse in Kitchener and while their ICU unit has many vacancies, their Mental Health unit is full. Mental Health is a very real crisis right now. Anything that we can do to offer solace to the community, is worth it. We need to work to keep our community members active and well.

EDO Dale thanked all for participating with the next meeting scheduled for May 20<sup>th</sup> @ noon.

**ADJOURNMENT**

Resolution: CRT2021-003

Moved: Chair Jim

Seconded: Member Robert

*THAT the Cultural Roundtable Committee meeting be adjourned at 1:30pm*

CARRIED



057

THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH  
MOUNT FOREST AQUATICS AD-HOC ADVISORY COMMITTEE MINUTES  
MARCH 30, 2021 AT 7:00 PM  
VIA ELECTRONIC MEETING

Committee Members Present:

Sherry Burke, Councillor, Chairperson  
Laurie Doney, Public Member  
Marty Young, Lions Member  
Larissa Lamont, Public Member  
Ray Tout, Lions Member (7:08p.m.)

Committee Members Absent:

Jayme Hewson, Public Member

Staff Present:

Mike Givens, Chief Administrative Officer  
Mandy Jones, Community Recreation Coordinator  
Tom Bowden, Recreation Services Manager  
Karren Wallace, Clerk/Director of Legislative Services

**CALLING THE MEETING TO ORDER**

Chair Burke called the meeting to order at 7:01 PM.

**ADOPTION OF THE AGENDA**

RESOLUTION: MFA 2021-010

Moved: Larissa Lamont

Seconded: Laurie Doney

THAT the agenda for the March 30, 2021 Township of Wellington North Mount Forest Aquatic Ad-Hoc Advisory Committee meeting be accepted and passed as amended.

CARRIED

**DISLCOSURE OF PECUNIARY INTEREST**

No pecuniary interest declared.

**MINUTES OF PREVIOUS MEETING**

Committee reviewed the minutes of the February 23, 2021, approved at Council on March 8, 2021.

**BUSINESS ARISING**

SPONSORSHIP SIGNAGE REVIEW RECOGNITION NAMES

Direction to Staff: Circulate list of names to Committee for the community partner sponsorship sign. Once names are confirmed, staff will order the sign from Marcc Apparel with a goal of having it installed prior to the splash pad opening for the season.

**ITEMS FOR CONSIDERATION**

FINANCIAL REPORT

RESOLUTION: MFA 2021-011

Moved: Ray Tout

Seconded: Marty Young

THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH  
MOUNT FOREST AQUATICS AD-HOC ADVISORY COMMITTEE MINUTES  
MARCH 30, 2021 AT 7:00 PM  
VIA ELECTRONIC MEETING

058

THAT the Mount Forest Aquatic Ad-Hoc Advisory Committee receive for information the financial report.

CARRIED

**FUNDRAISING PROGRAM – BRAINSTORMING SESSION**

**Community Development Fund**

Staff will work with Committee members to complete and submit an application for the Community Development Fund. The application will request the waiver of fees for three rentals of the Auditorium at the Mount Forest & District Sports Complex for Drive-Thru Chicken BBQ Dinners.

**Memorial Tree Program Update**

Chair Burke and Member Tout visited the various memorial tree locations as approved by Council. Currently, they are in the research stage and plan to bring additional information to the next Committee meeting.

**Merchandise and Promotional Material**

Member Lamont requested clarification on the Township's procurement policy. A minimum of two quotes are required for projects with a price range between \$2,000 - \$20,000. All prices received will need to come back to Committee prior to any purchases or orders being placed. Currently they are in the research stage and plan to bring additional information to the next Committee meeting.

**Partnership opportunities with the Mount Forest Lions Club**

Various partnership opportunities will continue to be explored as the fundraising program continues.

**MOUNT FOREST POOL ESTIMATE**

RESOLUTION: MFA 2021-012

Moved: Ray Tout

Seconded: Laurie Doney

THAT the Mount Forest Aquatic Ad-Hoc Advisory Committee receive for information the Mount Forest Pool Estimate.

CARRIED

**MOUNT FOREST AQUATIC AD-HOC ADVISORY COMMITTEE TERMS OF REFERENCE**

RESOLUTION: MFA 2021-014

Moved: Larissa Lamont

Seconded: Ray Tout

THAT the Mount Forest Aquatic Ad-Hoc Advisory Committee receive for information the Committee Terms of Reference.

CARRIED

THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH  
MOUNT FOREST AQUATICS AD-HOC ADVISORY COMMITTEE MINUTES  
MARCH 30, 2021 AT 7:00 PM  
VIA ELECTRONIC MEETING

059

**OTHER BUSINESS**

RESOLUTION: MFA 2021-015

Moved: Ray Tout

Seconded: Larissa Lamont

THAT the Mount Forest Aquatics Ad-Hoc Advisory Committee accept the resignation of Marty Young, Mount Forest Lions Club representative.

CARRIED

Three members of the Mount Forest Lions Club joined the meeting as members of the public: Lion Vern Job, Lion Al Leach, Lion Kelly Dimick. There are now two Mount Forest Lions Club vacancies on the Committee. Of the three attendees, two names will be submitted to staff to be included in the April 6, 2021 Recreation, Parks and Leisure Committee meeting. Chair Burke reminded everyone that these are public meetings and that even if an individual did not join the Committee, they would still be able to observe.

**ROUNDTABLE DISCUSSION**

Ray Tout – Thank you to everyone that participated in the Drive-Thru Chicken BBQ Dinner and kudos to everyone that was involved in putting it on.

Marty Young – Thank you again for the opportunity to be involved. I'm not walking away, just providing an opportunity for someone else. Look forward to fundraising with the Lions and with the Committee in the future.

Mandy Jones – Council approved dollars in the 2021 capital budget to address drainage concerns at the Bill Moody Playground. The Roads division and a playground contractor will begin work in early May. Tile drainage will be added to the playground, along with a new playground boarder and wood fibar.

Tom Bowden – the recreation team removed some unsafe equipment at Hutchinson Park and Lion Merv Weber playground and replaced them with three new pieces of equipment.

Sherry Burke – The 7x7 utility building has come off its foundation at the splash pad. Staff have reached out to the supplier in hopes that it will be covered under warranty.

**ADJOURNMENT**

RESOLUTION: MFA 2021-016

Moved: Laurie Doney

Seconded: Ray Tout

THAT the Mount Forest Aquatics Ad-Hoc Advisory Committee meeting of March 30, 2021 be adjourned at 8:02 PM.

CARRIED

**NEXT MEETING**

Tuesday April 20, 2021 via zoom.

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH  
RECREATION, PARKS AND LEISURE COMMITTEE MEETING MINUTES  
TUESDAY APRIL 6, 2021 @ 8:30 A.M.  
VIA WEB CONFERENCING  
<https://youtu.be/nlaEb1witXk>**

**Committee Members Present:**

- Steve McCabe, Councillor, Chair
- Brian Milne, Deputy Mayor, Township of Southgate
- Dan Yake, Councillor

**Staff Members Present:**

- Mike Givens, CAO
- Tom Bowden, Recreation Services Manager
- Mandy Jones, Community Recreation Coordinator
- Tasha Grafos, Administrative Support
- Karren Wallace, Director of Legislative Services

<b>Calling to Order</b>
Chair McCabe called meeting to order at 8:30 a.m.
<b>Adoption of Agenda</b>
<p>RESOLUTION RPL 2021-012  Moved by Member Milne  Seconded by Member Yake  <i>THAT the agenda for the April 6, 2021 Township of Wellington North Recreation, Parks and Leisure Committee meeting be accepted and passed.</i>  <b>CARRIED</b></p>
<b>Disclosure of Pecuniary Interest</b>
<p>Member Milne declared a pecuniary interest on the April 6, 2021 Agenda under the minutes of the March 2, 2021 being the Verbal report on the Arthur arena floor relating to an unnamed contractor. Since that meeting, he became aware that the contractor is a relative.</p> <p>He declared a further pecuniary interest on the April 6, 2021 Agenda under Business Arising being a Verbal report on the Arthur arena floor as the contractor doing the work is a relative.</p> <p>Member Yake – none  Chair McCabe - none</p>
<b>Minutes of Previous Meeting – March 2, 2021 (approved by Council on March 8, 2021)</b>
<b>Business Arising From Minutes</b>

RESOLUTION RPL 2021-013

Moved by Member Yake

Seconded by Member Milne

*THAT the Recreation, Parks and Leisure Committee recommend the Council of the Township of Wellington North approve the agreement with the Mount Forest Agricultural Society.*

**CARRIED**

Cathy Moore, Director, Mount Forest Agricultural Society joined the meeting.

Following discussions with the Mount Forest Agricultural Society, the wording in section 4.e. was modified to include “make best efforts”. *The Society will make best efforts to ensure that parking is contained to the parking lot off King Street.* Staff explained that during the Fair, the grounds are blocked off for use by the Agricultural Society only, so parking will not be an issue. During auction sales or other agricultural events on site, the Society is asked to keep parking to King Street to the best of their ability.

Cathy Moore asked what would happen if the Township were to sell the existing fairgrounds. CAO Givens explained that the Township would make best efforts to accommodate the Fair, noting that a Fair has many different requirements. Currently, the existing fairgrounds are not for sale. If there came a time where they were, it would be a decision of Council on how to proceed.

Member Milne removed himself from the meeting as he had previously declared a conflict with this item as the contractor is a relative.

RESOLUTION RPL 2021-014

Moved by Member Yake

Seconded by Member McCabe

*THAT the Recreation, Parks and Leisure Committee receive for information the update on the Arthur Arena Floor.*

**CARRIED**

A slide show presentation of the work at the Arthur Arena was shown.

The work at the Arthur Arena began on March 15, 2021 with the boards coming out. Much of the floor, boards and glass has been repurposed, limiting the amount that needs to be sent to the landfill.

The Arthur Optimist Club has taken the boards to potentially use for their outdoor rink, and Kenilworth Auto Recycler took the concrete floor to reuse. In addition, much of the insulation under the surface will be repurposed and some of the glass above the boards will be reused.

Everything is moving along very well, with little to no challenges on site.

They are anticipating the floor will be poured by August 1<sup>st</sup>, however, they are ahead of scheduled and may be able to complete this earlier.

Member Milne rejoined the meeting.

**RESOLUTION RPL 2021-015**

Moved by Member Milne

Seconded by Member Yake

*THAT the Recreation, Parks and Leisure Committee receive for information the update on the Mount Forest Optimist Baseball Diamond Jim Donald Donation*

**CARRIED**

Staff have been working closely with Jim Donald and the Mount Forest Minor Baseball Association. Pending approval, the proposed timeline for the completion of the work is September/October of 2021. As staff did not receive the financial information from contractors, they recommend that a subsequent report come to committee for discussion.

Direction to staff: Contact Mount Forest Optimist Club to ensure that there would be no issues with the renaming of the diamond.

**Deputation**

None.

**Ad Hoc Committee Updates**

Mount Forest Aquatics Ad-Hoc Advisory Committee Meeting Minutes

**RESOLUTION RPL 2021-016**

Moved by Member Yake

*THAT the Recreation, Parks and Leisure Committee recommend the Council of the Township of Wellington North accept the resignation of Marty Young, Mount Forest Lions Club representative.*

*THAT the Recreation, Parks and Leisure Committee recommend the Council of the Township of Wellington North appoint AL Leach and Vern Job as members representing the Lions Club on the Committee.*

**Reports**

Advertising Program (verbal)

Staff will each out to wall and board advertisers to offer a 50% discount for the 2021 year. This would make the advertising fee \$192.50 per board advertising, for the 2021 year.

**New Business/Roundtable**

Member Yake – Thank you to the Recreation Department and staff to get things up and running for this summer, we could have another trying summer. Faith in the staff that will continue with the good work.

Chair McCabe – requested an update on the summer program registration.  
Community Recreation Coordinator: We officially launched the registration for day camp on April 1<sup>st</sup>, we have brought in \$22,000 for day camp to date. The Arthur location is near capacity and Mount Forest has a number of weeks at capacity as well. Staff have included a note on the township website that there is some level of uncertainty due to COVID-19.

CAO, Mike Givens – We will continue to follow all guidelines as set out by the province and Public Health. As it relates to the announcement yesterday from Wellington Dufferin Guelph Public Health about school closures, we can expect to have more staff members working from home exclusively.

The regulations and rules regarding COVID-19 have significant impacts on Recreation. There is a caution to the committee that we always follow the guidelines and that we do not work outside of them. Moving forward, there could be an increased number of calls from frustrated community members and patrons.

Member Milne: Continue to follow the directive of the health unit. Stay safe, stay patient and we'll get through this.

**Adjournment**

RESOLUTION RPL 2021-017

Moved by Member Yake

Seconded by Member Milne

*THAT the Township of Wellington North Recreation, Parks and Leisure Committee meeting of April 6, 2021 be adjourned at 9:12 a.m.*

File number C15-20



**The Corporation of the Township of Southgate  
Notice of Public Meeting and Complete application  
Concerning a Proposed Zoning By-law Amendment**

**Take Notice** that the Council of the Corporation of the Township of Southgate has received a complete application for approval of a Zoning By-law Amendment pursuant to Section 34 of the Planning Act, R.S.O. 1990, as amended. Council will hold an **electronic public meeting** on:

**April 7, 2021 at 9 AM via Electronic Meeting**

**Electronic Access Information:**

**Please join the meeting from your computer, tablet, or smartphone.**

<https://global.gotomeeting.com/join/990730221>

**You can also dial in using your phone.**

Canada: [+1 \(647\) 497-9373](tel:+16474979373)

**Access Code:** 990-730-221#

**NOTE: If you wish to speak at the meeting, please register in advance by contacting the Clerk, Lindsey Green using the contact information below:**

[lgreen@southgate.ca](mailto:lgreen@southgate.ca) or 519-923-2110 ext. 230

The meeting will be recorded and uploaded to the Township YouTube Channel:

<https://www.youtube.com/user/SouthgateTownship>

**Location of the Subject Land**

**Agent:** Allen Martin

**Legal Description:** Con 2, Pt Lot 16 and Con 2 Pt lot 16 RP 16 R 10911 Pts 7 to 9 and 11 Proton Township

**Civic Address:** 045558 Southgate Road 04

A key map is attached to this notice for additional information.

**The Purpose** of the proposed zoning bylaw amendment application is to consider a change to allow for a small scale Dry Industrial use to be added to a portion of the property. The owners wish to add an Industrial shop, office and power room use to the list of permitted uses. The Industrial workshop, office and power room are proposed to be up to 750m<sup>2</sup>. The outside storage area is proposed to be approximately 500m<sup>2</sup>. The Zoning by-law will also recognise a reduced lot area to implement consent application B7-20 which proposed to sever the lands into two 50 acre parcels.

**The Effect** of the proposed zoning by-law amendment would be to change the zoning symbol on a portion of the property from Agricultural (A1) to Agricultural Exception (A1-XXX) to allow for a small scale secondary use to be permitted on the property. The Environmental Protection Zone Boundary may be adjusted based on Conservation Authority comments.

**When will a decision be made?**

A decision of this proposal has NOT been made at this point and will NOT be made at the Public Meeting. After reviewing the application and any comments received, staff will bring a recommendation on this proposal to a future council meeting.

**Want to be notified of a decision?**

You must make a request in writing if you wish to receive a notice on any decision of Council on this proposal.

**Making an Oral or Written Submission**

**Any person or public body** is entitled to attend the public meeting and make written or oral submissions in support of, or in opposition to, the proposed zoning by-law amendment. Persons wishing to make an oral submission to Council at the public meeting are invited to register with the Township Clerk (see contact information below). Written comments should also be addressed to the Clerk at the address below.

**Please note that all submissions and the personal information contained therein will**



become part of the public record in their entirety and may be posted to Southgate's website.

**Your rights to appeal a decision**

If a person or public body does not make oral submissions at a public meeting or make written submissions to the Township of Southgate before the by-law is passed, the person or public body is not entitled to appeal the decision of Council of the Township of Southgate to the Local Planning Appeal Tribunal.

If a person or public body does not make oral submissions at a public meeting or make written submissions to the Township of Southgate before the by-law is passed, the person or public body may not be added as a party to the hearing of an appeal before the Local Planning Appeal Tribunal unless, in the opinion of the Tribunal, there are reasonable grounds to do so.

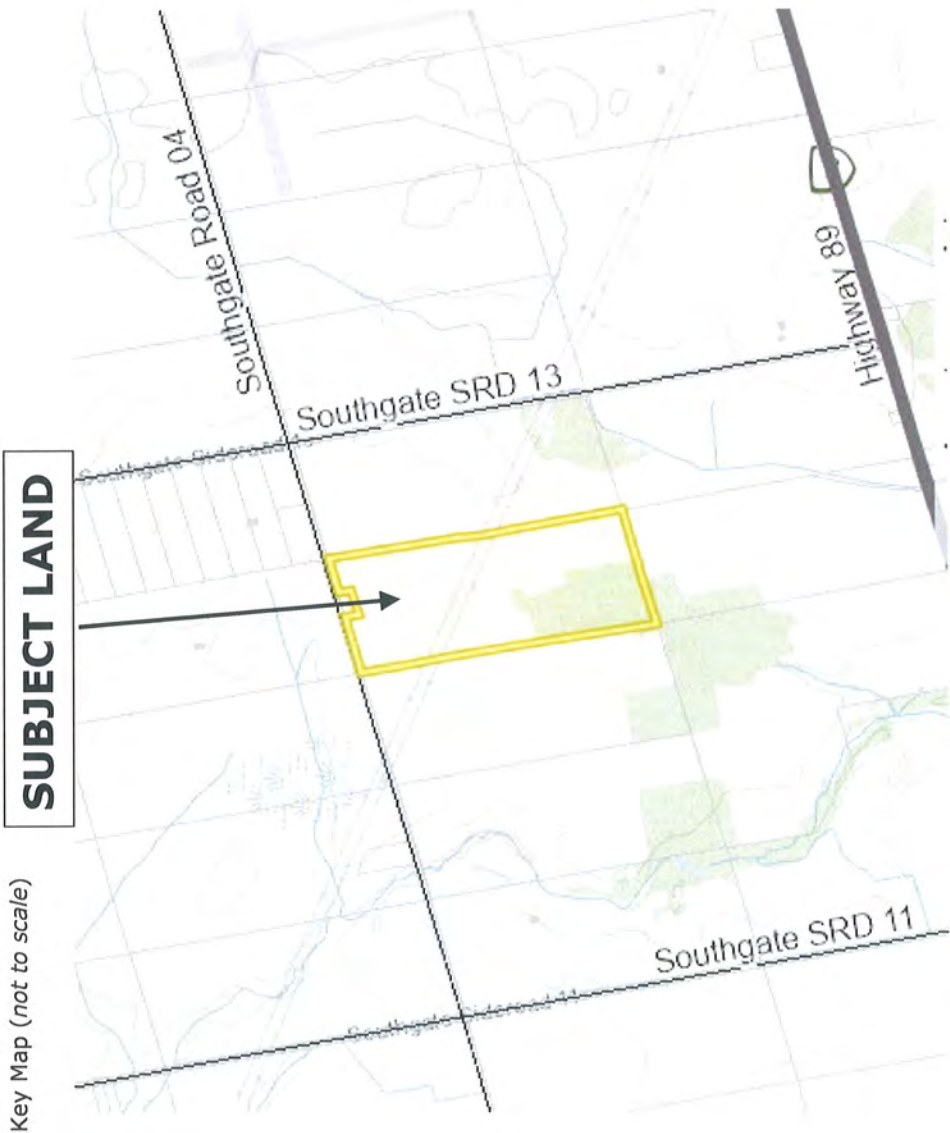
**Additional Information and Comments**

Please submit written comments to the Clerk Lindsey Green at the address shown below. Additional information is also available for public viewing on Southgate's website at <https://www.southgate.ca/en/municipal-services/planning-applications-public-notices.aspx#C16-20-Enoch-B-Bauman> or by contacting the Township planner Clinton Stredwick at [cstredwick@southgate.ca](mailto:cstredwick@southgate.ca) or at the Township ext. 235. Please quote file #C15-20.

Dated at the Township of Southgate,  
this 17<sup>th</sup> day of March 2021.

Lindsey Green, Clerk  
[lgreen@southgate.ca](mailto:lgreen@southgate.ca)  
Township of Southgate  
185667 Grey Rd 9,  
Dundalk, ON N0C 1B0  
Phone: (519) 923-2110 ext. 230

File number C15-20



Key Map (not to scale)

**SUBJECT LAND**





**WELLINGTON NORTH**  
SEMPER PORRO

## Staff Report

**To:** Mayor and Members of Council Meeting of April 12, 2021

**From:** Tammy Pringle, Development Clerk

**Subject:** **DC 2021-007, 2073022 ONTARIO INC.  
DRAFT PLAN OF SUBDIVISION AGREEMENT  
EASTRIDGE LANDING PHASE III & IV (Arthur, ON)**

### RECOMMENDATION

**THAT** Council of the Township of Wellington North receive Report DC 2021-007 being a report on 2073022 Ontario Inc. Draft Plan of Subdivision Agreement – Eastridge Landing Phase III & IV, Arthur, Ontario.

**AND FURTHER THAT** the Corporation enter into a Subdivision Agreement with 2073022 Ontario 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

DC 2020-022 Pre-Servicing Agreement, Eastridge Landing Phase III  
DC 2020-034 Model Home Agreement, Eastridge Landing Phase III & IV  
By-Law 031-21 to Authorize a Sewer Allocation Agreement with 2073022 Ontario Inc.

### BACKGROUND

#### Subject Lands

The property is located in the Town of Arthur. The subject lands are in the North East quadrant of the town; East of Schmidt Drive and North of Eastview Drive. This phase will include the extension of Eastview Drive and Schmidt Drive as well as the creation of a new street, Walsh Street. It is legally known as: LOTS 118, 119, 120 & 121, PTS LTS 110 TO 113, 122, 169 & 170, PT LORNE AVENUE CLOSED BY BY-LAW NO. 85-06 REGISTERED AS WC154205 AND PT 16.5 FOOT RESERVE SOUTH OF LORNE AVENUE, CHADWICK AND ANDERSON'S SURVEY PL 120, AND PT LOT 1 CONCESSION 1 WEST LUTHER BEING PTS 3 & 4, 61R10568; S/T EASEMENT OVER PT 3, 61R10568 AS IN DN18520 (RON103898); TOWNSHIP OF WELLINGTON NORTH, PIN 71104-0573 (LT).

#### The Proposal

The Owner has applied for Subdivision Agreement Approval from the Township for a Subdivision that will include the addition of 37 Single Detached, 38 Semi-Detached and 28 on street Townhouse units. Total new residential unit count is 103. This project will include installation of services, site grading, erosion and sediment control, drainage, storm water management, street lighting and landscaping.

**Existing Policy Framework**

The subject lands are designated (H) R2, Medium Density Residential with a Holding Provision (with the exception of Lot 1, for a Model Home, which was approved for a Zoning Amendment, to remove the H, on October 13th, 2020) in the Township of Wellington North Zoning By-Law 66-01 and Residential in the County of Wellington Official Plan.

**COMMENTS AND ANALYSIS**

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

**FINANCIAL CONSIDERATIONS**

Not applicable.

**ATTACHMENTS**

- A – LOCATION MAP
- B – SITE PLAN
- Subdivision Agreement: with by-law in this agenda

**STRATEGIC PLAN 2019 – 2022**

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

- Yes
- No
- N/A

Which priority does this report support?

- Modernization and Efficiency
- Municipal Infrastructure
- Partnerships
- Alignment and Integration

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

SCHEDULE A – LOCATION MAP







# WELLINGTON NORTH

SEMPER PORRO

## Staff Report

**To:** Mayor and Members of Council Meeting of April 12<sup>th</sup>, 2021

**From:** Dale Small  
Economic Development Officer

**Subject:** EDO 2021-011 Economic Development Office Update

### RECOMMENDATION

**THAT** Council of the Corporation of Township of Wellington North receive for information Report EDO 2020-011 being an update from the Economic Development Office.

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

N/A

### BACKGROUND

This report will provide council with an update on several initiatives underway in the Economic Development Office:

**1. Wellington North Cultural Roundtable** held its first meeting of the year last month and spent some time planning for 2021 which will include:

- **Municipal Cultural Plan Refresh:** MDB Insight has been contracted to do a refresh of our Cultural Plan which was initially completed in 2013. The committee does not see the need to review or edit the vision and guiding assumptions established by the Municipality at that time however we will spend some time on refreshing the goals and action plans. This refresh will start later this month and be completed mid June at which time a report will be provided to council.
- **Wellington North Culture Days 2021:** The committee plans to support and participate in Ontario Culture Days taking place Sept. 24<sup>th</sup> – Oct. 24<sup>th</sup>. One activity will be to support and help organize an appreciation BBQ for volunteers, similar to the 20<sup>th</sup> year of amalgamation celebration held during Culture Days 2019. This year's activities may need to be a combination of virtual and in-person programs however Metz is planning to host its Pumpkinfest, and with the libraries reopening we hope this re-opening will continue. We will also reach-out to the Lynes Blacksmith Shop as well.
- **Mayor's Volunteer Celebration Breakfasts:** In support of the "Volunteer Team" we will begin to plan Mayors Volunteer Breakfasts as a way to thank and celebrate our Wellington North volunteers. Intent would be to run these quarterly and initially could be done virtually, with small groups of 8–10 and hopefully moving forward they could become in-person.
- **Cultural Moment:** The Committee would like to continue to offer Cultural Moments to council. While it was acknowledged that this has slipped a bit during COVID all committee members agreed they wanted to pick it up and would contribute cultural moments moving forward. The Hamlet of Monck is featured at the April 12<sup>th</sup> council meeting.



**2. Student Start-Up Program (SSUP)** In 2019 with our Saugeen Connects partners we launched the SSUP. This program, open to students in grades 6-12, enabled 41 students to try their hand at entrepreneurship. In total 34 businesses (7 in WN) were created across the area.

Our 2021 program, launched April 5th, is being promoted through the schools (thank you Mandy) and on social media. New this year is that applications must be submitted online, with approval by the end of May. As part of the program students are eligible to receive upwards to \$450 to support their business if they successfully complete each of the following steps:

- \$150 for submission and approval of an online application
- \$150 by attending all five virtual training programs.
- \$150 for the completion and submission of a final report

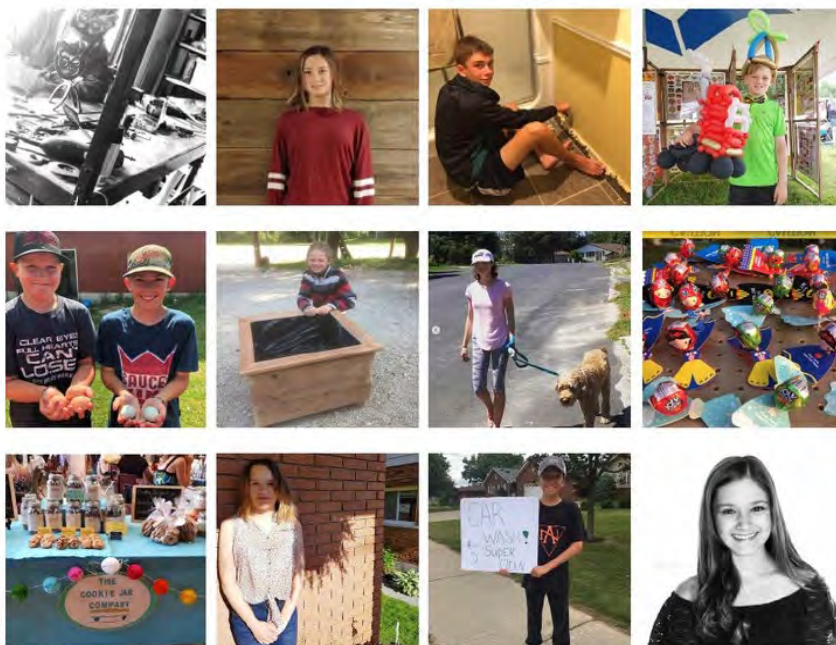
The virtual training programs are scheduled on consecutive Tuesdays from July 6<sup>th</sup> – Aug. 3<sup>rd</sup>. The five topics, facilitated by local experts, will cover, *Customer Service Skills & Training, Financial literacy, Social Media & Marketing, Problem Solving & Communication, How to make \$1,000 on You Tube.*

To help fund the program each partner must obtain \$5,000 in sponsorships. This will enable us to support 10 students per partner/50 in total across the Saugeen Connects area. To date Wellington North has raised close to this amount in sponsorship however some of the funding will be shared with our neighbours.

- \$1,500 from 88.7 The River (to be shared with West Grey and Minto)
- \$1,500 from Wellington County Economic Development (to be shared with Minto)
- \$ 900 from the 2020 W.N. Mayors Charity Curling Bonspiel
- \$ 900 from the W.N. Youth Action Council

Covid permitting the plan is to wrap-up the program on August 24<sup>th</sup> with a closing BBQ and market where all the entrepreneurs can come together to setup and showcase their products and/or business services. The following picture reflects some of our 2019 success stories.

- Nadur Soap
- Balloon Making
- Babysitter
- Car Wash
- Cookie Company
- Candy Bags
- Welding Business
- Dog Walking



**3. Digital Main Street** In September, our Northern Wellington application for a six-month, \$26,695 grant through this program funded by the Government of Ontario and delivered by the Ontario BIA Association, was approved. Digital Main Street helps improve how small main street businesses use digital tools and techniques to become more successful.

Pre-Covid it was estimated that less than 60 percent of Ontario's small businesses had a website, and only seven percent had an online payment solution. In order for some of our small businesses to survive in a COVID as well as post Covid environment they needed to step up and become more digitally aware. With the Digital Main Street grant and supports we have been able to remove the barriers associated with cost and knowledge.

The program has been extremely valuable to our Northern Wellington businesses. The pandemic showed these small businesses how important it is to have an online presence and to understand how technology can benefit them and their businesses. Our Digital Service Squad team member, Ashley Noble, has been able to support over 125 businesses, helping them apply for grants and teaching them how to use their online & social media platforms.

In Wellington North alone, 35 businesses applied for and received the \$2,500 Digital Main Street grant. This grant gave our businesses many new online opportunities for growth. A number of businesses have utilized the funding to build or cleanup their websites, social media and to help get online order systems set up. Others have utilized funds to purchase hardware for their businesses and updating their POS systems in order to be more modern and efficient.

On March 1st, The OBIAA, in partnership with FedDev Ontario announced that they were providing additional funding to keep the Digital Service Squads active until mid-June 2021. As our funding was running out March 20th, we have now been able to extend Ashley's contract to mid June. Additionally, until now, we could only engage and support Main Street businesses. With the recent extension the OBIAA has lifted this restriction for the duration of the contract so Ashley will now be able to reach-out and provide support to businesses outside of our downtown areas.

*Digital Assistance*  
FOR ALL BUSINESSES  
IN NORTHERN WELLINGTON

- Claim your Google page
- Free tools to help you make more engaging posts
- Learn how to promote your business, get more followers and sales. i.e. contests
- What is right for my business? Facebook or Instagram or Both?
- Make promotional materials that align with your business brand for free

**LAUNCH IT**  
BUSINESS EXPLORATION CENTRE

**SET UP A MEETING**  
ashleynobledms@gmail.com  
226-622-9796

**4. Northern Wellington Jobs and Housing** has replaced our Simply Explore Jobs and Housing portal and was launched today at [nwjobsandhousing.ca](http://nwjobsandhousing.ca).

Local businesses who had already registered a profile on our previous site have been transferred to the new one and any business can easily list their job openings on the site. Along with a daily feed from Indeed, as well as weekly updates obtained from the Wellington Advertiser employment section, we expect our interactive map and listings portal to become a one-stop location for Northern Wellington's employment listings, connecting job seekers to available opportunities. In addition to jobs listings the site will also allow:

- Home/property owners to list any available rental accommodations they might have.
- Retail/commercial business owners can list businesses that are for sale.
- Resource tab will provide direct links to local services such as Agilec, 2<sup>nd</sup> Chance Employment, Wellington County Learning Centre, Liberty Staffing Services, etc.

Due to concerns raised previously by local Realtors with our Simply Explore Jobs & Housing site we have removed the section for residential and commercial property listings. For sale listings for these type of properties will not be available at [nwjobsandhousing.ca](http://nwjobsandhousing.ca).

**5. Business Retention & Expansion Program:** Late 2020/early 2021 Wellington North, in-partnership with Wellington County and all member municipalities, participated in a county-wide BR+E Program survey. 435 businesses county-wide & 66 in Wellington North completed the survey. Results from the survey were shared with council on February 8<sup>th</sup> and County Councillor Cork has also provided updates during his verbal reports to council.

We continue to work with the County in an effort to finalize the rollout of a number of programs generated as a result of the BR+E survey. We expect the final announcement and application process to be shared during April. Some of the programs include.

- **Wellington County Safety Supply and PPE Grant,** This grant would support businesses that do not qualify for the Ontario's Main Street Relief PPE Grant with grants valued up to \$1,000 each.
- **Physical Adaptation Grants.** Businesses who need to make physical modifications to operate safely can apply for a matching grant up to \$1,500.
- **Business Support Grants** up to \$1,000 to business support agencies to host workshops that inform and educate businesses owners on various topics that support COVID-19 recovery. Examples would include social media and digital marketing support, how to access grants, etc.
- **Shop Local Programs.** Significant attention has been given to shop local and the County has just recently launched a seven-week program promoting shop local. Consideration is also being given to participating in apps like **468 Insider** [www.468insider.com](http://www.468insider.com)., to promote shop local and tourism in Wellington County.
- **Community Improvement Program.** Consider ways that would enable us to accept CIP applications, including to the County Invest Well program, that are related to COVID-19 recovery.
- **Business Resurgence Programme:** Saugeen Economic Development Corporation is offering a FREE consulting programme for local small businesses. There are several consulting options available: Business Bootcamp, Business Profit Optimizer, Business Advisor, Digital Marketing Coach, or a membership with the Excellence in Manufacturing Consortium.

**6. Community Improvement Program** continues to be popular with our local business community however, we anticipate we will not see the record numbers from 2020 when we had 36 applicants and granted \$79,132 in CIP funding. In the first quarter of 2021 we have approved three applications and granted \$13,203 in funding and we are currently working with three additional businesses and supporting them as they work through the application process.

As part of our 2021 Economic Development workplan we will be completing a review/update of our Community Improvement Program. The last update was completed in 2018 when we integrated the Wellington County Invest Well Community Improvement Plan into our program, and at the same time we also added an accessibility grant.

In 2021 we intend to eliminate and/or consolidate some of the less popular programs and will formalize the Blade Signage Grant which was popular during our Downtown Revitalization initiatives in 2019 & 2020. We also plan to establish a grant to support climate change/energy efficiency enhancements and will consider additional business supports coming out of our BR+E Recovery Survey and consistent with the County's Invest Well program.

**7. BR+E Municipal Implementation Fund** Our final report on the 2020 BR+E Fund was delivered and accepted by the Wellington County Economic Development Office on March 25<sup>th</sup>. Later this month we plan to submit our request for funding under the 2021 BR+E Implementation Fund.

Since enacted in 2014, the County of Wellington BR+E Municipal Implementation Fund provides funding for projects that enhance the local economy. The Economic Development Committee of Council makes all funding approvals based on priorities identified in the individual municipal BR+E reports. Recognizing that the communities in the seven municipalities are distinct in economic assets and markets, the Fund provides flexibility with projects ensuring that overall, the project is in concert with developing a competitive economy.

Direct grant funding is available for each municipality to a maximum of \$25,000 to support BR+E implementation initiatives and in 2021 this funding will be used to support the following programs in Wellington North:

- \$10,000 in support of Downtown Revitalization initiatives
- \$10,000 in support of BR+E Recovery Programs
- \$ 5,000 in support of Community Improvement Program

<b>FINANCIAL CONSIDERATIONS</b>
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All programs outlined in this report are funded out of the Economic Development Office operating budget or from grants received from:

- OBIAA (Digital Main Street)
- Local sponsorships (SSUP)
- Wellington County Business Recovery Fund
- BR+E Municipal Implementation Fund

**ATTACHMENTS**

Attachment A: Student brochure for the Saugeen Student Startup Program

**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 *Dale Small*

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

ATTACHMENT A: STUDENT BROCHURE (Front)



Submit an application online!

In 2019,  
41 students  
opened 34  
businesses!



Submit an application  
for a chance to  
participate and earn  
\$450!

**SAUGEEN CONNECTS**

*contact us!*

Jamie Doherty  
 Saugeen Economic Development  
 Corporation  
 515 Mill St.  
 Box 177  
 Neustadt, ON  
 519-799-5750 Ext. 5  
 info@saugeenconnects.com

**SAUGEENCONNECTS.COM**



**SAUGEENCONNECTS.COM**

**ATTACHMENT A: STUDENT BROCHURE (Back)**

**AWARD:**   
**\$450 CASH**  
**(\$150 START-UP, \$150 FINAL REPORT, \$150 ATTEND ALL 5 TRAINING SESSIONS)**  
**ELIGIBLE APPLICANTS: STUDENTS IN GRADES 6 THROUGH 12**

**Application Deadline:** Applications must be in no later than 4:30 PM on May 7, 2021

**Award Deadline:** Successful applicants will be notified by May 28, 2021

**BONUS!**  
 Post a photo on social media engaged in your business and use the hashtag #saugeenstsup and then send us a report, and you will receive a \$150 bonus!  
**Due, August 27, 2021 by 4:30 PM**

\*Final Report must be completed in full to receive full payment.

- 2021 Sponsorship Opportunities**
- 5 Star Sponsor (\$1,500 sponsorship)**
    - Sponsorship of 5 Student Businesses and recognition as a five star sponsor
    - Logo on all promotional material and mention in press releases/marketing initiatives
    - Opportunity to speak/address students at our BBQ in August (if permitted) or Virtual Showcase
  - 3 Star Sponsor (\$900 sponsorship)**
    - Sponsorship of 3 Student Businesses and recognition as a three star sponsor
    - Logo on all promotions and mention in press releases/marketing initiatives
  - 1 Star Sponsor (\$300 sponsorship)**
    - Sponsorship for 1 Student Business and recognition as a one star sponsor
    - Listed on promotions and mention in marketing initiatives as space permits

*If your business or organization would like to sponsor a student...*

**CONTACT US**  
 Jamie Doherty  
 Business Community Counsellor  
 info@saugeenconnects.com



*Saugen*  
**SSUP**  
**STUDENT START UP PROGRAM**

**BUSINESS IDEA!**

Do you have a summer business idea?  
 Do you need some money to get you started or to expand?

**SAUGEENCONNECTS.COM**



4/01/21

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

---

<b>Cheque Number</b>	<b>Vendor Cheque Name</b>	<b>Cheque Date</b>	<b>Amount</b>
76937	Access Rescue Canada Inc	3/18/21	\$4,935.84
76938	Active Playground Equipment	3/18/21	\$16,307.79
76939	Arthurs Fuel	3/18/21	\$1,224.26
76940	Bell Canada	3/18/21	\$42.74
76941	Bell Mobility	3/18/21	\$887.24
76942	Broadline Equipment Rental Ltd	3/18/21	\$1,457.85
76943	Canadian Tire #066	3/18/21	\$203.37
76944	Cedar Creek Tools	3/18/21	\$270.07
76945	Chalmers Fuels Inc	3/18/21	\$647.46
76946	Checkley Excavating Ltd	3/18/21	\$1,536.80
76947	Corporate Express Canada Inc.	3/18/21	\$56.39
76948		3/18/21	\$764.58
76949	Exhaust Fabrication Services	3/18/21	\$610.20
76950	Hydro One Networks Inc.	3/18/21	\$30.03
76951	Jim's Auto Service	3/18/21	\$921.00
76952		3/18/21	\$554.55
76953	Kronos Canadian Systems Inc.	3/18/21	\$1,130.01
76954	Leslie Motors Ltd.	3/18/21	\$101.64
76955	Luco Holdings	3/18/21	\$10,000.00
76956	Orkin Canada Corporation	3/18/21	\$50.85
76957		3/18/21	\$800.00
76958	Royal Bank Visa	3/18/21	\$267.35
76959		3/18/21	\$70.00
76960		3/18/21	\$1,277.95
76961	Solowave Design	3/18/21	\$430.84
76962		3/18/21	\$167.73
76963	Suncor Energy Inc.	3/18/21	\$9,337.65
76964	Telizon Inc.	3/18/21	\$778.66
76965	Tunnel Vision Trenchless Servi	3/18/21	\$8,229.26
76966	Wellington Advertiser	3/18/21	\$282.50
76967	Wightman Telecom Ltd.	3/18/21	\$694.78
76968	Workplace Safety & Ins Board	3/18/21	\$8,225.10
76969	Young's Home Hardware Bldg Cen	3/18/21	\$204.90
EFT0001716	ALS Laboratory Group	3/18/21	\$2,288.47
EFT0001717	Andy's Mobile Lock Service Inc	3/18/21	\$641.84
EFT0001718	Arthur Home Hardware Building	3/18/21	\$446.31
EFT0001719	Artic Clear 1993 Inc.	3/18/21	\$63.20
EFT0001720	Barclay Wholesale	3/18/21	\$366.39
EFT0001721	CARQUEST Arthur Inc.	3/18/21	\$272.20
EFT0001722	CG Equipment	3/18/21	\$1,816.79
EFT0001723	CIMA Canada Inc.	3/18/21	\$7,461.06
EFT0001724	DeBoer's Farm Equipment Ltd.	3/18/21	\$100.48
EFT0001725	Dewar Services	3/18/21	\$450.16
EFT0001726	Eric Cox Sanitation	3/18/21	\$565.56
EFT0001727	Frey Communications	3/18/21	\$25.98
EFT0001728	Highway Sterling Western Star	3/18/21	\$85.34
EFT0001729	Hort Manufacturing (1986) Ltd.	3/18/21	\$219.79
EFT0001730	Ideal Supply Inc.	3/18/21	\$485.76
EFT0001731	J J McLellan & Son	3/18/21	\$809.97
EFT0001732	JOB-INC Electric	3/18/21	\$1,275.77
EFT0001733	Karl Aitken Carpentry & Genera	3/18/21	\$4,300.00
EFT0001734	Kraemer LLP	3/18/21	\$6,990.80



Cheque Number	Vendor Cheque Name	Cheque Date	Amount
EFT0001735	M & L Supply, Fire & Safety	3/18/21	\$252.56
EFT0001736	Maple Lane Farm Service Inc.	3/18/21	\$165.34
EFT0001737	Mike Lucas	3/18/21	\$4,492.81
EFT0001738	Louise Mills	3/18/21	\$22.00
EFT0001739	Moorefield Excavating Limited	3/18/21	\$128,017.28
EFT0001740	MRC Systems Inc	3/18/21	\$2,701.32
EFT0001741	PACKET WORKS	3/18/21	\$169.50
EFT0001742	Print One	3/18/21	\$638.45
EFT0001743	Pryde Truck Service Ltd.	3/18/21	\$6,463.80
EFT0001744	The Public Sector Digest Inc.	3/18/21	\$503.41
EFT0001745	Reeves Construction Ltd	3/18/21	\$3,839.21
EFT0001746	ROBERTS FARM EQUIPMENT	3/18/21	\$1,001.81
EFT0001747	Sanigear	3/18/21	\$1,160.19
EFT0001748	Saugeen Community Radio Inc.	3/18/21	\$809.08
EFT0001749	SGS Canada Inc.	3/18/21	\$1,806.87
EFT0001750	T&T Power Group	3/18/21	\$667.37
EFT0001751	Teviotdale Truck Service & Rep	3/18/21	\$2,594.93
EFT0001752	Tri-Mech Inc.	3/18/21	\$711.88
EFT0001753	Wellington North Power	3/18/21	\$582.18
EFT0001754	Wellington North Machine	3/18/21	\$217.86
EFT0001755	Yake Electric Ltd	3/18/21	\$367.25
76970	Bluewater Fire & Security	3/25/21	\$560.65
76971	Broadline Equipment Rental Ltd	3/25/21	\$808.86
76972	CDW Canada Corp	3/25/21	\$1,023.02
76973	ClaimsPro LP	3/25/21	\$2,542.00
76974		3/25/21	\$68.50
76975	Hydro One Networks Inc.	3/25/21	\$901.83
76976	Manulife Financial	3/25/21	\$30,181.51
76977		3/25/21	\$674.11
76978		3/25/21	\$303.80
76979	North Wellington Health Care	3/25/21	\$710.25
76980	Pario Engineering & Environmen	3/25/21	\$3,928.50
76981	Park N Play Design Company Ltd	3/25/21	\$31,500.00
76982	Premier Equipment Ltd.	3/25/21	\$1,663.04
76983	Riverside Equipment	3/25/21	\$218.86
76984		3/25/21	\$409.45
76985	Suncor Energy Inc.	3/25/21	\$5,639.93
76986	TD Wealth	3/25/21	\$811.40
76987	Tom Shupe Plumbing & Heating	3/25/21	\$1,905.59
76988	Twp of Wellington North	3/25/21	\$412.73
76989	Enbridge Gas Inc.	3/25/21	\$4,636.10
76990	United Rotary Brush of Canada	3/25/21	\$4,428.63
76991	Wellington Advertiser	3/25/21	\$1,384.82
76992	Wellington Catholic Dist Sch B	3/25/21	\$144,996.75
EFT0001756	ACE, Accent Electronic Control	3/25/21	\$1,544.71
EFT0001757	Arthur Home Hardware Building	3/25/21	\$245.03
EFT0001758	Barclay Wholesale	3/25/21	\$260.47
EFT0001759	Brandt Cambridge	3/25/21	\$1,245.24
EFT0001760	Coffey Plumbing, Div. of KTS P	3/25/21	\$2,725.56
EFT0001761	Conseil scolaire catholique Mo	3/25/21	\$3,512.75
EFT0001762	County of Wellington	3/25/21	\$2,617,837.68
EFT0001763	Canadian Union of Public Emplo	3/25/21	\$1,734.27
EFT0001764	Eric Cox Sanitation	3/25/21	\$17,026.38
EFT0001765	Farmers' Markets Ontario	3/25/21	\$197.75
EFT0001766	Frey Communications	3/25/21	\$7,301.00
EFT0001767	Huronina Welding	3/25/21	\$70.00
EFT0001768	Ideal Supply Inc.	3/25/21	\$592.67
EFT0001769	Conseil Scolaire Viamonde	3/25/21	\$3,922.00

Cheque Number	Vendor Cheque Name	Cheque Date	Amount
EFT0001770	M & L Supply, Fire & Safety	3/25/21	\$229.19
EFT0001771	Maple Lane Farm Service Inc.	3/25/21	\$250.82
EFT0001772		3/25/21	\$22.00
EFT0001773	North Wellington Co-op Service	3/25/21	\$1,363.04
EFT0001774	Ont Mun Employee Retirement	3/25/21	\$40,712.18
EFT0001775	PACKET WORKS	3/25/21	\$7,006.00
EFT0001776	Purolator Inc.	3/25/21	\$5.09
EFT0001777	RLB LLP	3/25/21	\$2,260.00
EFT0001778	ROBERTS FARM EQUIPMENT	3/25/21	\$63.68
EFT0001779	Rural Routes Pest Control Inc.	3/25/21	\$84.75
EFT0001780	Sanigear	3/25/21	\$730.38
EFT0001781	Technical Standards & Safety A	3/25/21	\$232.22
EFT0001782	Teviotdale Truck Service & Rep	3/25/21	\$224.59
EFT0001783	Upper Grand Dist School Board	3/25/21	\$768,149.75
EFT0001784	Upper Grand Dist School Board	3/25/21	\$19,503.00
EFT0001785	Wellington North Power	3/25/21	\$34,955.59
76993	407 ETR	3/31/21	\$56.56
76994	Bereavement Authority of Ontar	3/31/21	\$471.00
76995	Broadline Equipment Rental Ltd	3/31/21	\$1,692.25
76996	Canadian Tire #066	3/31/21	\$126.53
76997		3/31/21	\$200.00
76998	Hydro One Networks Inc.	3/31/21	\$2,013.37
76999	JM Lumber and Pallet	3/31/21	\$301.34
77000	Kronos Canadian Systems Inc.	3/31/21	\$1,130.01
77001	Larry's Custom Trailer Manufac	3/31/21	\$32,657.00
77002	Park N Play Design Company Ltd	3/31/21	\$3,482.38
77003	Premier Equipment Ltd.	3/31/21	\$552.89
77004	Suncor Energy Inc.	3/31/21	\$1,912.08
77005	Enbridge Gas Inc.	3/31/21	\$5,088.89
77006		3/31/21	\$1,900.00
77007	Wellington Advertiser	3/31/21	\$282.50
77008	Wightman Telecom Ltd.	3/31/21	\$135.36
77009	Young's Home Hardware Bldg Cen	3/31/21	\$178.66
EFT0001786	ARTHUR BIA	3/31/21	\$4,812.50
EFT0001787	Arthur Home Hardware Building	3/31/21	\$439.36
EFT0001788	B M Ross and Associates	3/31/21	\$55,730.98
EFT0001789	CG Equipment	3/31/21	\$397.10
EFT0001790	Clark Bros Contracting	3/31/21	\$516.41
EFT0001791	CMT Engineering Inc.	3/31/21	\$635.63
EFT0001792	Cover-Ups Carpet & Flooring	3/31/21	\$66.11
EFT0001793	County of Wellington	3/31/21	\$2,236.67
EFT0001794	Dewar Services	3/31/21	\$833.00
EFT0001795	Frey Communications	3/31/21	\$16.94
EFT0001796	Ideal Supply Inc.	3/31/21	\$180.78
EFT0001797	Long View Systems Corporation	3/31/21	\$13,496.39
EFT0001798	Maple Lane Farm Service Inc.	3/31/21	\$167.53
EFT0001799		3/31/21	\$100.00
EFT0001800	Mt Forest Business Improvement	3/31/21	\$7,500.00
EFT0001801	Maitland Valley Conservation	3/31/21	\$45,094.00
EFT0001802	Resurfsice Corporation	3/31/21	\$205.10
EFT0001803	ROBERTS FARM EQUIPMENT	3/31/21	\$226.73
EFT0001804	Saugeen Valley Conservation	3/31/21	\$34,322.00
EFT0001805	Triton Engineering Services	3/31/21	\$11,475.44
EFT0001806	Viking Cives Ltd	3/31/21	\$53.90
<b>Total Amount of Cheques:</b>			<b>\$4,262,755.87</b>



**WELLINGTON NORTH**  
SEMPER PORRO

## Staff Report

**To:** Mayor and Members of Council Meeting of April 12, 2021  
**From:** Chris Harrow, Director of Fire Services  
**Subject:** DFC 2021-007 Fire Safety Grant Program

### RECOMMENDATION

**THAT** Council of the Township of Wellington North receive Report DFC 2021-007 Fire Safety Grant Program;

**AND FURTHER THAT** Council approve the application submitted by the Fire Service Management team for the Fire Safety Grant Program and allow staff to enter into a Transfer Payment Agreement with the Province to receive the funds

**AND FURTHER THAT** the Mayor and Clerk be authorized to execute the by-law to enter into the agreement.

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

### BACKGROUND

Recently, the Province of Ontario announced a new grant program available to all fire services in Ontario called the Fire Safety Grant Program. The program identifies a set amount available to each fire department utilizing a formula created by the Province. The amount allocated to Wellington North is \$7500.

The grant may be used as directed by the Office of the Fire Marshal and Emergency Management to "...be put towards ongoing training needs including registration, administrative programming, technology upgrades and associated costs for attending as well for providing services." As well, it may be utilized to "...addressing opportunities for an inspection program may include technology, capital costs and training to ensure that fire services are able to meet the demand of this need at the local level."

The Fire Service Management Team has had discussion with the other Chiefs in the County on how to best spend the grant money. Pooling our money can help to purchase bigger items that our departments alone would not be able to, we have also discussed the need to implement an Officer training program that is consistent across the County. Training on similar programs will greatly aid in interoperability when we get together on larger incidents. It will also fulfill a need in the department in getting an Officer training program established.

The Blue Card Incident Command program is a well established program already implemented with a couple of departments within the County. They have had good success with its training components and their Officers have enjoyed the training. By partnering with them and contributing some of our grant money, we can pool all of our resources and buy into the program at a fraction of the cost it would be if we were on our own.

We would use up to \$5000 of the Grant money towards Blue Card training. The rest of the money would be used to purchase tablets and other computer items to help us to move towards online training examination capabilities as well as other training options. The goal is to have a local bank of tablets and laptops that we could move around to complete various online examinations and training courses.

### FINANCIAL CONSIDERATIONS

The \$7500 is unbudgeted monies that were unanticipated in the 2021 budget. We will spend all of the money on the items noted and not utilize any further budget money.

### ATTACHMENTS

### STRATEGIC PLAN 2019 – 2022

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

Yes

No

N/A

Which priority does this report support?

Modernization and Efficiency

Partnerships

Municipal Infrastructure

Alignment and Integration

**Prepared By:** Wellington North/Minto Fire Management Team

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



Dear Karren Wallace, Township of Wellington North

On behalf of Cathy Seguin, President of the Ontario Recreation Facilities Association (ORFA), I would respectfully request consideration for the following "Open Letter" to be added as correspondence to the next Mayor and Council agenda for awareness.

As we are all aware, the COVID-19 pandemic has created unprecedented challenges for all communities and has required a flexible and responsive approach. Over the past year, we have witnessed the vital role that recreation facility professionals, and recreation infrastructure (indoor and outdoor), play in our communities. While following public health guidance, providing even limited access to recreation has allowed our community residents to stay connected, support their physical and mental health, and hopefully encourages them to view a more positive, post-pandemic future.

Thank you for your consideration of this request.

Best wishes,

A handwritten signature in black ink, appearing to read "John Milton", with a stylized flourish at the end.

John Milton

Chief Administrative Officer

---

## **OPEN Letter to ORFA Members and Industry Employers**

*Dear Colleagues,*

*As we are aware, the pandemic has created unprecedented challenges for all communities and has required a flexible and responsive approach. Over the past year, we have witnessed the vital role that recreation facility professionals, and recreation infrastructure (indoor and outdoor), play in our communities. While following public health guidance, providing even limited access to recreation has allowed our community residents to stay connected, support their physical and mental health, and hopefully encourages them to view a more positive, post-pandemic future.*

*You, and your team members, are the reason why great community recreation exists. I hope you will join me in recognizing the recreation facility professionals within your*

organization and thank them for their commitment and resilience to ensuring safe and enjoyable recreational activities and spaces.

As a member of the Ontario Recreation Facilities Association (ORFA), we continue to support you in your operation and management of your community assets. Since last summer, ORFA has provided its members with timely, current and relevant pandemic-related information. In addition to ORFA's weekly e- news sent to all members, we encourage you to visit [www.orfa.com](http://www.orfa.com) to access other membership benefits, including:

- COVID-19 Updates and Toolbox including Recreation Facility COVID-19 Re-entering and Reopening Guiding Principles and Best Practices
- Events: online self-study and virtual
- Professional designations
- Facility Forum magazine (print and digital)
- Resource Centre (podcasts, webinars, best practice guidelines, discussion board)
- Careers (job postings)

Recreation facility professionals, through education, workplace-specific training, and professional certification, have the requisite skills, enhanced knowledge and empowered attitude to better operate and manage infrastructure in support of safe facilities. Your ORFA membership allows you to invest in yourself, your staff, and your profession.

I wish to close by thanking our 7,000-plus members for providing critically important frontline and management services to our communities and for their support of corporate, municipal, provincial and federal directives that align in keeping your communities as safe as possible.

The ORFA is here to help. Please reach out to us at anytime!

Sincerely,



Cathy Seguin, President  
Ontario Recreation Facilities Association Inc.

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**orfa.com**

Ontario Recreation Facilities Association Inc.  
1 Concorde Gate, Suite 102, Toronto Ontario, Canada M3C 3N6  
Tel.416-426-7062 [Email ORFA](mailto:info@orfa.com)



FOR IMMEDIATE RELEASE

## National Volunteer Week The Value of One, The Power of Many #NVW2021 #VolunteerBringChange

Guelph, Ontario / April 5, 2021 |

National Volunteer Week (NVW) is an opportunity to appreciate volunteers and highlight the impact of their support. In 2021, NVW takes place April 18<sup>th</sup> through April 24<sup>th</sup> with the theme of 'The Value of One, The Power of Many' and honours the millions of Canadians who make a difference through individual and collective volunteerism and civic participation.

On behalf of the PIN - The People and Information, *formerly the Volunteer Centre of Guelph Wellington*, we say thank you to each and every individual who over this past year volunteered informally to sew masks, painted gratitude rocks, organized drive by birthday wishes, called a neighbour and more along with formal roles where volunteers packed and delivered food to those in need, answered the call to be a distress line volunteer, assisted virtually with technology, wrote notes of hope, led through their role on a Board of Directors along with the myriad of volunteer positions that were altered to meet the need in community.

"For volunteerism, the pandemic was a caution and a call to action," says Kim Cusimano, executive director, "initially as community programs, services and events closed and cancelled, volunteer roles were put on hiatus; for volunteers considered to be at risk (over 70 years old, health conditions), volunteering was no longer an option" Kim continues, "however the need for volunteers was very present. Food security, mental health and supporting through virtual volunteer roles grew. As nonprofits and charities continue to assess and safely adapt, the need for volunteers will continue to grow."

**"Volunteerism builds community" says Cusimano, "when you volunteer, you are making a choice on the kind of community you want to live, work and play in." Kim continues "the benefits of volunteering are immense; from supporting a passion, a cause or a pandemic to building networks, skills and experience to meeting new people, being connected to others and finding meaning and purpose through giving of one's gifts of time, talents and spirit is powerful."** When communities harness that power, everyone benefits.

Since 2001, PIN seeks to harness that power, to inspire and to support individuals to find a meaningful volunteer match. "Volunteers bring change, through individual actions and collective efforts. At PIN, we believe that everyone has something to contribute to our community and that contribution is good for individuals, good for community and good for business." shares Kim.

PIN invites our community to extend gratitude and show appreciation to volunteers. Personally thank and collectively recognize the powerful impact of volunteers. "Volunteers are a powerhouse; across Canada, volunteers contribute 2 billion hours, over 155 million **dollars'** worth of their time" says Cusimano, "climate action, no poverty, mentoring, peer support, literacy, transportation, animal services and so much more, volunteerism is a resource to be treasured, nourished and recognized."

Join PIN and share appreciation during National Volunteer Week!

**In addition to the annual 'Caring Community Card', an appreciation card with exclusive offers for volunteers from community minded business, the PIN team will again host the annual 'Time To Give' Community event.** This year, a local virtual celebration of volunteerism and community with Cathy Taylor, the inaugural Executive Director of the Volunteer Centre and current Executive Director of the Ontario Nonprofit Network along with Paula Speevak, President and CEO of Volunteer Canada. 'Celebrating volunteerism and our 20<sup>th</sup> Anniversary; reflecting on the past and embracing the future.' Learn more at [PINnetwork.ca](http://PINnetwork.ca)

In addition, says Cusimano, "while in person appreciation events continue to not be an option, our community can show its gratitude through virtual thanks. Visit Volunteer Canada and use the creatives – couplet, colouring page or illustration canvas to express what 'The Value of One, The Power of Many' means to you. Use the hashtag #NVW2021, #VolunteersBringChange and tag @PINnetworkGW on social media."

- ENDS -

Contact:

Kim Cusimano  
Executive Director  
PIN - The People and Information Network  
[kim@PINnetwork.ca](mailto:kim@PINnetwork.ca)

PIN - The People and Information Network

We provide connections and leadership in Guelph and Wellington County to support the development of individuals and organizations. We help people navigate essential community services, provide a hub for volunteer opportunities and engagement, and enable best practices and continuous learning for professionals in the non-profit sector. [PINnetwork.ca](http://PINnetwork.ca)

Old Quebec Street Shoppes  
55 Wyndham Street North, Suite 4A  
Guelph, Ontario N1H 7T8  
t 519-822-0912 • 1-866-693-3318  
f 519-822-1389  
[PINnetwork.ca](http://PINnetwork.ca)





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

**BY-LAW NUMBER 036-21**

**BEING A BY-LAW TO AUTHORIZE A ROAD USE AGREEMENT  
(FORMER TOWNSHIP OF WEST GARAFRAXA)**

**WHEREAS** SWNS Wind LP wishes to use the following portion of a road allowance in the Township of Wellington North for access from Wellington County Road 109 to the project site located in the Township of Centre Wellington for the purpose of making deliveries of materials and components and to allow for the construction, operation, repair and maintenance and decommissioning of the project in the Township of Centre Wellington:

That portion of the 3<sup>rd</sup> Line Road Allowance (West Garafraxa), in the Township of Wellington North commencing at the southerly boundary of Wellington County Road 109 and running southeasterly therealong through to the northwesterly limit of the Township of Centre Wellington and including the extension of the said 3<sup>rd</sup> Line through any portion of Sideroad 25 within the jurisdiction of the Township of Wellington North under the provisions of the *Municipal Act, 2001*, as amended (the “road allowance”)

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

1. The Corporation of the Township of Wellington North shall enter into a “Road Use Agreement” with SWNS Wind LP in the form, or substantially in the same form as advised by the municipal solicitor, of the draft Road Use Agreement attached hereto as Schedule 1.
2. The Mayor and Clerk of the Corporation are hereby authorized and directed to sign such agreement on behalf of the Township of Wellington North.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
THIS 12TH DAY OF APRIL, 2021**

\_\_\_\_\_  
**ANDREW LENNOX, MAYOR**

\_\_\_\_\_  
**KARREN WALLACE, CLERK**

**ROAD USE AGREEMENT  
DIRECT AGREEMENT**

THIS AGREEMENT made as of ●, 2021.

BETWEEN:

**SWNS WIND LP**, a limited partnership organized under the laws of the Province of Ontario (the “Borrower”),

- and -

**MUFG UNION BANK, N.A.** by, on behalf of and as collateral agent for the Secured Creditors (as defined below) (as such person may be replaced from time to time, the “Collateral Agent”),

- and -

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH**, a municipal corporation under the *Municipal Act, 2001*, S.O. 2001, c. 25 (the “Municipality”).

WHEREAS the Borrower has undertaken the business and activities relating to the operation and management of a wind plant, auxiliary electricity connection equipment and related improvements and undertakings (the “Plant”) located in the Township of Centre Wellington (the “Project”);

WHEREAS wpd Springwood Wind Incorporated (the “Original Party”) and the Municipality entered into a road use agreement dated October 2, 2013 (as it may be amended, supplemented, assigned, restated or replaced from time to time, the “Municipal Agreement”);

WHEREAS pursuant to a series of transactions, all of the Original Party’s right, title and interest in and to the Municipal Agreement was assigned and transferred to the Borrower whereby the Borrower assumed all of the liabilities and obligations of the Original Party under the Municipal Agreement (the “Assignment and Assumption”);

WHEREAS pursuant to the Municipal Agreement, the Municipality has granted in favour of the Borrower, among other things, certain rights to make use of specified road allowances to install, operate and maintain auxiliary electricity connection equipment in connection with the Project;

WHEREAS as part of the security for the Borrower’s obligations to the Secured Creditors (the “Obligations”) pursuant to a credit agreement dated January 7, 2021 (the “Financing Agreement”) between, *inter alia*, the Borrower and certain secured creditors of the Borrower, and such other persons as may be identified as secured creditors from time to time under the Financing Agreement (collectively, the “Secured Creditors”), the Borrower has assigned, transferred, set over and granted a security interest in, to and in favour of the Secured Creditors, all of its right, title and interest in and benefit of the Municipal Agreement pursuant to the terms of (i) the Financing Agreement and (ii) an assignment of material project documents dated January 8, 2021 by the Borrower in favour of the Collateral Agent (the “Assignment Agreement”), (the Assignment Agreement and the Financing Agreement are sometimes hereinafter collectively referred to as the “Security”);

WHEREAS pursuant to a collateral agency agreement (as it may be amended, restated or replaced from time to time, the “Collateral Agency Agreement”), between the Collateral Agent, MUFG Bank, Ltd., as administrative agent for the Secured Creditors, and the Borrower, the Secured Creditors have agreed to appoint the Collateral Agent to act on their behalf pursuant to the Collateral Agency Agreement;

NOW THEREFORE, in consideration of the premises and the covenants and agreements herein contained, the parties agree as follows:

## **ARTICLE 1 - INTERPRETATION**

### **1.01 Headings**

The division of this Agreement into Articles and Sections and the insertion of a table of contents and headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement. The terms “hereof”, “hereunder” and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles, Sections and Schedules are to Articles and Sections of and Schedules to this Agreement.

### **1.02 Extended Meanings**

In this Agreement words importing the singular number only include the plural and *vice versa*, words importing any gender include all genders and words importing persons include individuals, corporations, limited and unlimited liability companies, general and limited partnerships, associations, trusts, unincorporated organizations, joint ventures and governmental authorities. The term “including” means “including without limiting the generality of the foregoing”.

### **1.03 Exercise of Rights or Remedies**

Any rights or remedies available to the Collateral Agent hereunder may be exercised (i) by the Collateral Agent, or (ii) by the Secured Creditors, or (iii) any nominee or agent of the Collateral Agent or the Secured Creditors or a receiver or receiver and manager appointed by or on behalf of the Collateral Agent or the Secured Creditors or by the court upon application or with the consent of the Collateral Agent or the Secured Creditors (such nominee, agent, receiver or receiver and manager are collectively and individually referred to herein as a “Receiver”), and, in the event of (ii) or (iii) above, any reference in this Agreement to the Collateral Agent will be deemed to be a reference to the Secured Creditors, or the Receiver, as applicable.

## **ARTICLE 2 - CONSENT TO ASSIGNMENT**

### **2.01 Consent to Assignments**

(1) The Municipality hereby irrevocably consents to, accepts notice of and acknowledges the assignment and transfer of the Municipal Agreement by the Original Party to and in favour of the Borrower pursuant to the Assignment and Assumption.

(2) The Municipality hereby irrevocably consents to, accepts notice of and acknowledges the assignment, transfer of, and creation of a security interest in, all of the Borrower’s right, title, interest in and benefit of the Municipal Agreement, by the Borrower to and in favour of the Collateral Agent, as

agent and in trust for the benefit of the Secured Creditors, pursuant to the Security, as general and continuing collateral security for the payment of all present and future Obligations of the Borrower to the Secured Creditors.

### **ARTICLE 3 - NOTICE OF AND RIGHT TO CURE DEFAULT UNDER THE MUNICIPAL AGREEMENT**

#### **3.01 Notice of Default under Municipal Agreement**

Notwithstanding any term or provision of the Municipal Agreement, upon the occurrence of a default on the part of the Borrower under the Municipal Agreement, or any other event giving the Municipality the right to terminate the Municipal Agreement or to withhold or reduce the payment of sums ordinarily due thereunder, if any (each such default or event, whether alleged or proved, an “Agreement Default”), the Municipality will, before exercising any of its rights under the Municipal Agreement or in law or in equity or otherwise arising therefrom, (i) give written copy of notice of the Agreement Default to the Collateral Agent in accordance with Sections 5.02 and 7.05 and the Municipality in such notice will specify the nature, extent and time of such Agreement Default in sufficient detail to give the Collateral Agent a reasonably sufficient understanding thereof (an “Agreement Default Notice”), and (ii) give the Collateral Agent an opportunity to cure or otherwise resolve such Agreement Default, as hereinafter provided.

#### **3.02 Rights upon Receipt of Agreement Default Notice**

(1) The Collateral Agent may contest any Agreement Default to the extent the Borrower could do so.

(2) In addition and without limitation to any other rights it may have under this Agreement or the Municipal Agreement, and without waiving or releasing the Borrower from any obligation or instrument evidencing the same, the Collateral Agent will be entitled to the applicable cure period provided for in the Municipal Agreement plus an additional period of ninety days (the “Secured Creditors’ Cure Period”), to cure the Agreement Default, or cause the Agreement Default to be cured to the extent then possible, without assuming any of the obligations of the Borrower under the Municipal Agreement or incurring any liability if any action taken by the Collateral Agent or on its behalf in good faith proves to be inadequate or invalid in whole or in part.

(3) The Municipality agrees that it will not terminate the Municipal Agreement during the Secured Creditors’ Cure Period.

(4) If the Agreement Default is not of a curable nature (including without limitation, the insolvency, bankruptcy or receivership of the Borrower or any similar event) (a “Non-Curable Default”), then notwithstanding any right that the Municipality may otherwise have to terminate the Municipal Agreement or to reduce or withhold payment thereunder, the Municipality will not exercise any such right provided that, in accordance with Section 4.01, the Collateral Agent (or if consented to by the Municipality in accordance with Section 4.02(1), an Assignee) assumes the rights and obligations of Borrower under the Municipal Agreement and further provided that such assumption has occurred within the Secured Creditors’ Cure Period. Any Non-Curable Default will be deemed to be cured on such assumption but any other Agreement Default will be required to be cured within the Secured Creditors’ Cure Period.

(5) If the Collateral Agent is prevented from exercising its rights and remedies hereunder as a result of the imposition of a stay of proceedings in connection with any insolvency, bankruptcy or similar proceedings affecting the Borrower, then the Secured Creditors' Cure Period will be extended for a period of time equal to the duration of any such stay of proceedings.

### 3.03 Agreement Default Cured

Once any Agreement Default of the Borrower under the Municipal Agreement is cured by the Collateral Agent, as provided for herein, there will no longer be deemed to be any such Agreement Default under the Municipal Agreement.

## ARTICLE 4 - COLLATERAL AGENT'S / SECURED CREDITORS' REMEDIES UPON FINANCING DEFAULT OF SECURITY

### 4.01 Entitlement to Rights and Benefits of Agreement

(1) Without prejudice to any other rights or remedies that are available to the Collateral Agent (including those rights and remedies contained in Article 3 in the event that both a Financing Default (as defined below) and an Agreement Default occur simultaneously), upon the occurrence of a default on the part of the Borrower under the Security, or any other event giving the Collateral Agent or the Secured Creditors the right to accelerate any amount owed under the Security or to exercise any rights under the Security (each such default or event, whether alleged or proved, a "**Financing Default**"), as determined in the sole discretion of the Collateral Agent, the Municipality agrees that the Collateral Agent will be entitled to all of the rights and benefits which the Borrower has or may have under the Municipal Agreement as a party thereto in the place and stead of the Borrower, including, without limitation, the right to perform all acts in the same manner and to the same extent as the Borrower may do so without interference or objection by the Municipality (such rights and benefits hereinafter referred to as the "**Step-In Rights**"), provided that the Collateral Agent will (i) have issued a written notice to the Municipality that a Financing Default has occurred and that the Security is being enforced (a "**Financing Default Notice**") and (ii) agreed in writing to assume the Borrower's obligations under the Municipal Agreement.

(2) The Municipality agrees that, upon receiving a Financing Default Notice, it will not object to, interfere with or seek to prevent the enforcement of the Security or the exercise by the Collateral Agent or the Secured Creditors of their rights and remedies under this Agreement and the Security. Any Financing Default Notice from the Collateral Agent to the Municipality will be sufficient, without further evidence or proof of the accuracy of the statements made therein, to permit the exercise by the Collateral Agent or the Secured Creditors of their rights and remedies pursuant to this Agreement and the Security. The Municipality will not be required or expected to investigate or independently verify the accuracy of any Financing Default Notice and the Municipality agrees that it will not impose or permit any delay in the exercise by the Collateral Agent or the Secured Creditors of their rights and remedies under this Agreement and the Security for such reason. The Municipality agrees (and the Borrower concurs in the Municipality's covenant) to honour any Financing Default Notice without inquiring whether the Collateral Agent or the Secured Creditors have a right under the Security to claim that a Financing Default has occurred or to issue a Financing Default Notice as contemplated hereby.

(3) The Municipality agrees that any exercise of rights in this Article 4 will not be affected by reason of any prior Agreement Default by the Borrower under the Municipal Agreement, provided that the party acquiring the rights of the Borrower under the Municipal Agreement will have assumed the Borrower's obligations under the Municipal Agreement as provided herein and cured any existing Agreement Default (other than a Non-Curable Default) within the Secured Creditors' Cure Period.

#### 4.02 **Assignment or Transfer of Agreement by Collateral Agent**

(1) The Municipality agrees that the Collateral Agent may assign or transfer the Borrower's right, title and interest in the Municipal Agreement to one or more third parties (or in succession as the case may be) (such third party hereinafter referred to as an "Assignee") provided that (a) such Assignee will be acceptable to the Municipality such consent not to be unreasonably withheld, and (b) such third party or parties will have assumed in writing the Borrower's obligations under the Municipal Agreement as aforesaid. Upon such assignment, such Assignee will be entitled to the Step-In Rights and the Collateral Agent, the Secured Creditors and, if applicable, the Receiver, will be released from all obligations under the Municipal Agreement.

(2) The Municipality agrees with the Collateral Agent that any Assignee acquiring Step-In Rights pursuant to the enforcement or realization of the Security and in accordance with this Agreement, will have the right freely to grant, convey, assign, transfer, mortgage, hypothecate, pledge, charge and transfer as and by way of fixed and specific pledges and charges, its rights and benefit under the Municipal Agreement and all of its right, title and interest under, in and to the Municipal Agreement as security for any debt obligations of the said Assignee to be issued from time to time, provided that any person to whom any such hypothec, mortgage, pledge and charge is given will have the same rights in respect of protection against termination, limitation or restriction of the Municipal Agreement as the Collateral Agent has hereunder and, upon the request of any such person or such Assignee, the Municipality will enter into an agreement similar to this Agreement to confirm such rights.

#### 4.03 **Liability under Agreement**

The assumption of the Borrower's obligations under the Municipal Agreement by the Collateral Agent or an Assignee as aforesaid will not relieve the Borrower of its obligations or duties thereunder accruing prior to, and except to the extent of, such assumption including, without limitation, any prior existing Agreement Defaults on the part of the Borrower thereunder.

### **ARTICLE 5 - UNDERTAKINGS BY THE MUNICIPALITY**

#### 5.01 **Agreement**

The Municipality agrees that in the absence of the prior written consent of the Collateral Agent, other than to the extent permitted by the Financing Agreement:

- (a) no modification, substitution, or amendment to or assignment (in whole or in part) of the Municipal Agreement, nor any collateral or ancillary agreements between the Municipality and the Borrower affecting or relating to the Municipal Agreement, will be valid, effective or binding upon the parties; and
- (b) no waiver of any of the Borrower's rights pursuant to the Municipal Agreement, as assigned to the Collateral Agent, will be effective.

#### 5.02 **Copies of Notices, Reports, Etc.**

The Municipality will provide the Collateral Agent with a copy of any Agreement Default Notice sent to the Borrower in connection with the Municipal Agreement which is, or may reasonably be expected to be, material to the rights of the Collateral Agent or the Secured Creditors. All such notices, reports or other communications will be sent in accordance with Section 7.05.

5.03 **New Agreement**

In the event that the Municipal Agreement is rejected by a trustee or debtor-in-possession in any bankruptcy or insolvency proceeding, or if the Municipal Agreement is terminated for any reason other than an Agreement Default which could have been but was not cured by the Collateral Agent as provided herein, and if, within ninety days after such rejection or termination, the Collateral Agent will so request, the Municipality will execute and deliver to the Collateral Agent a new Agreement, which Agreement will be on the same terms and conditions as to the original Agreement for the remaining term of the Municipal Agreement before giving effect to such termination.

**ARTICLE 6 - REPRESENTATIONS AND WARRANTIES OF THE MUNICIPALITY**

6.01 **Representations and Warranties of the Municipality**

The Municipality represents and warrants to the Collateral Agent that:

- (a) The Municipal Agreement has not been modified, amended, altered or changed in any manner otherwise than as indicated hereinbefore and is in full force and effect, there being no Agreement Default, or event which with the passage of time could become an Agreement Default, on the part of the Municipality or the Borrower thereunder.
- (b) The Municipality had and has the power, authority and right to enter into and deliver the Municipal Agreement and to perform its obligations thereunder.
- (c) The Municipality has the power, authority and right to enter into and deliver this Agreement and to perform its obligations hereunder.
- (d) The Municipality has obtained, made or taken all consents, approvals, authorizations, declarations, registrations, filings, notices and other actions whatsoever required as to the date hereof in connection with the execution and delivery and performance by the Municipality of the Municipal Agreement and this Agreement.
- (e) Neither the execution nor the delivery nor the performance of the Security by the Borrower will result in an Agreement Default.
- (f) Each of the Municipal Agreement and this Agreement constitutes a valid and legally binding obligation of the Municipality enforceable against the Municipality in accordance with its terms.

6.02 **Representations and Warranties of the Collateral Agent**

- (a) The Collateral Agent has the power, authority and right to enter into and deliver this Agreement and to perform its obligations hereunder.
- (b) The Collateral Agent has obtained, made or taken all consents, approvals, authorizations, declarations, registrations, filings, notices and other actions whatsoever required as to the date hereof in connection with the execution and delivery and performance by the Collateral Agent of this Agreement.

- (c) This Agreement constitutes a valid and legally binding obligation of the Collateral Agent enforceable against the Collateral Agent in accordance with its terms.

6.03 **Representations and Warranties of the Borrower**

- (a) SWNS Wind GP Corp. (in its capacity as general partner of the Borrower) has the power, authority and right to enter into and deliver this Agreement on behalf of the Borrower and to perform the obligations of the Borrower hereunder.
- (b) The Borrower and SWNS Wind GP Corp. (in its capacity as general partner of the Borrower) have obtained, made or taken all consents, approvals, authorizations, declarations, registrations, filings, notices and other actions whatsoever required as to the date hereof in connection with the execution and delivery and performance by SWNS Wind GP Corp. (in its capacity as general partner of the Borrower) of this Agreement.
- (c) This Agreement constitutes a valid and legally binding obligation of the Borrower and SWNS Wind GP Corp. for and on behalf of the Borrower in its capacity as the general partner of the Borrower enforceable against the Borrower and SWNS Wind GP Corp. for and on behalf of the Borrower in its capacity as the general partner of the Borrower in accordance with its terms.

**ARTICLE 7 - GENERAL PROVISIONS**

7.01 **Benefit of the Municipal Agreement**

This Agreement will enure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

7.02 **Assignment**

(1) This Agreement may be assigned by the Collateral Agent to one or more third parties (or in succession as the case may be) (such third party hereinafter referred to as an “Assignee”) provided that (a) such Assignee will be acceptable to the Municipality such consent not to be unreasonably withheld, and (b) such third party or parties will have assumed in writing the Collateral Agent’s obligations hereunder. No notice to or consent from the Borrower shall be required. Upon an assignment of this Agreement by the Collateral Agent, the Collateral Agent will be released from its obligations hereunder.

(2) This Agreement may not be assigned by the Borrower without the prior written consent of the Collateral Agent in accordance with the Security.

(3) This Agreement may be assigned by the Municipality only in connection with an assignment of the Municipal Agreement (without limiting any rights of the Collateral Agent pursuant to Section 5.01 or any rights of the Borrower under the Municipal Agreement relating to assignment by the Municipality). The Municipality agrees that any permitted assignment of the Municipal Agreement will not be effected without concurrently assigning this Agreement to the assignee of the Municipal Agreement and such assignee agreeing to be bound by the terms hereof.



7.03 **Further Assurances**

Each of the parties will from time to time execute and deliver all such further documents and instruments and do all acts and things as the other party may reasonably require to effectively carry out this Agreement

7.04 **Severability**

If any provision of this Agreement is determined by any court of competent jurisdiction to be illegal or unenforceable, that provision will be severed from this Agreement and the remaining provisions will continue in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either of the parties.

7.05 **Notice**

Any demand, notice or other communication to be given in connection with this Agreement must be given in writing and will be given by personal delivery, by registered mail or by electronic means of communication addressed to the recipient as follows:

To the Borrower:  
SWNS Wind LP c/o Capstone Infrastructure Corporation  
155 Wellington Street West  
Suite 2930  
Toronto, Ontario M5V 3H1

Fax: (416) 649-1335  
E-mail: [akennedy@capstoneinfra.com](mailto:akennedy@capstoneinfra.com)

Attention: Andrew, Kennedy, Chief Financial Officer

To the Collateral Agent:  
MUFG Union Bank, N.A., as Collateral Agent  
1251 Avenue of the Americas, 19th Floor  
New York, NY 10020

Fax: (646) 452-2000  
E-mail: [fernando.moreyra@unionbank.com](mailto:fernando.moreyra@unionbank.com)

Copy to: [ctny1@unionbank.com](mailto:ctny1@unionbank.com)

Attention: Fernando Moreyra

To the Municipality:  
Township of Wellington North  
7490 Sideroad 7W  
PO BOX 125  
Kenilworth ON N0G 2E0

Fax: 519-848-3620 ext. 4250

Email: maston@wellington-north.com

Attention: Matthew Aston, Director of Operations

With a copy to:  
Township of Wellington North  
7490 Sideroad 7W  
Kenilworth ON N0G 2E0

Fax: 519-848-3620 ext. 4225

Email: mgivens@wellington-north.com

Attention: Michael Givens, Chief Administrative Officer

or to such other street address, individual or electronic communication number or address as may be designated by notice given by either party to the other. Any demand, notice or other communication given by personal delivery will be conclusively deemed to have been given on the day of actual delivery thereof and, if given by electronic communication, on the day of transmittal thereof if given during the normal business hours of the recipient and on the Business Day during which such normal business hours next occur if not given during such hours on any day.

#### 7.06 No Waiver

(1) No amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by both of the parties. No waiver of any breach of any provision of this Agreement by the Collateral Agent will be effective or binding unless made in writing and signed by the Collateral Agent purporting to give the same and, unless otherwise provided, will be limited to the specific breach waived.

#### 7.07 Governing Law

This Agreement is governed by and will be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

#### 7.08 Term

The Municipality's covenants and undertakings hereunder will continue to be binding upon the Municipality until the earlier of the effective termination of the Municipal Agreement or the granting of any written release of this Agreement by all parties thereto and will be effective notwithstanding (i) any waiver or indulgence by the Collateral Agent or the Secured Creditors of the Borrower under or in connection with the Security, or (ii) any amendments, supplements or revisions to the Security by and between the Collateral Agent, the Secured Creditors and the Borrower, or (iii) the failure of the Collateral Agent to exercise any remedy against the Borrower arising under or in connection with the Security or any delay by the Collateral Agent or Secured Creditors in exercising any rights under or in connection with the Security or under this Agreement, or (iv) any other circumstance which might otherwise constitute a discharge of the Borrower under the Security or of any party under this Agreement.

7.09            **Counterparts**

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

7.10            **Electronic Execution**

Delivery of an executed signature page to this Agreement by any party by electronic transmission will be as effective as delivery of a manually executed copy of the Municipal Agreement by such party.

*[Signature page follows]*

IN WITNESS WHEREOF the parties have executed this Agreement as of the first day written above.

**SWNS WIND LP, by its general partner, SWNS WIND GP CORP., as Borrower**

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

**MUFG UNION BANK, N.A., as Collateral Agent**

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH, as Municipality**

Per: \_\_\_\_\_  
Name: Mayor Lennox  
Title: Mayor

Per: \_\_\_\_\_  
Name: Karren Wallace  
Title: Clerk

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

**BY-LAW NUMBER 037-21**

**BEING A BY-LAW TO AUTHORIZE A FIRE SAFETY GRANT  
TRANSFER PAYMENT AGREEMENT WITH OFFICE OF THE FIRE  
MARSHAL**

**WHEREAS** it is deemed expedient to enter into an Agreement with the Fire Marshal

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

1. The Corporation shall enter into a Fire Safety Grant Transfer Payment Agreement 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

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
THIS 12<sup>th</sup> DAY OF APRIL, 2021.**

---

**ANDREW LENNOX, MAYOR**

---

**KARREN WALLACE, CLERK**

## FIRE SAFETY GRANT TRANSFER PAYMENT AGREEMENT

**THE AGREEMENT**, effective as of the Click or tap here to enter text. day of Choose an item., 20Click or tap here to enter text. (the “**Effective Date**”)

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

**Her Majesty the Queen in right of Ontario  
as represented by the Office of the Fire Marshal**

(the “**Province**”)

- and -

**Township of Wellington North**

(the “**Recipient**”)

### **CONSIDERATION**

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

#### **1.0 ENTIRE AGREEMENT**

1.1 The agreement, together with:

Schedule “A” -	General Terms and Conditions
Schedule “B” -	Project Specific Information and Additional Provisions
Schedule “C” -	Project
Schedule “D” -	Budget
Schedule “E” -	Reports, and

any amending agreement entered into as provided for in section 3.1,

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

#### **2.0 CONFLICT OR INCONSISTENCY**

2.1 In the event of a conflict or inconsistency between the Additional Provisions and Schedule “A”, the Additional Provisions will prevail.

#### **3.0 AMENDING THE AGREEMENT**

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

#### 4.0 ACKNOWLEDGEMENT

4.1 The Recipient acknowledges that:

- (a) the Funds are:
  - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
  - (ii) funding for the purposes of the Public Sector Salary Disclosure Act, 1996 (Ontario);
- (b) the Province is not responsible for carrying out the Project; and
- (c) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF  
ONTARIO as represented by the Office of the Fire  
Marshal**

Click or tap here to enter text.

\_\_\_\_\_

Date

Signature: \_\_\_\_\_

Name: Douglas Browne

Title: Deputy Fire Marshal

**Township of Wellington North**

Click or tap here to enter text.

\_\_\_\_\_

Date

Signature: \_\_\_\_\_

Name: Andrew Lennox

Title: **Mayor**

Click or tap here to enter text.

\_\_\_\_\_

Date

Signature: \_\_\_\_\_

Name: Karren Wallace

Title: **Clerk**

We have authority to bind the Recipient.

**SCHEDULE “A”**  
**GENERAL TERMS AND CONDITIONS**

---

**A1.0 DEFINITIONS**

**A1.1 Definitions.** In the Agreement, the following terms will have the following meanings:

“**Additional Provisions**” means the terms and conditions set out in Schedule “B”.

“**Agreement**” means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 3.1.

“**Budget**” means the budget attached to the Agreement as Schedule “D”.

“**Effective Date**” means the date set out at the top of the Agreement.

“**Event of Default**” has the meaning ascribed to it in section A12.1.

“**Expiry Date**” means the expiry date set out in Schedule “B”.

“**Funding Year**” means:

- (a) in the case of the first Funding Year, the period commencing on March 31, 2021 and ending on August 31, 2021; and

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

“**Indemnified Parties**” means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees and employees.

“**Maximum Funds**” means the maximum Funds set out in Schedule “B”.

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

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

“**Parties**” means the Province and the Recipient.

“**Party**” means either the Province or the Recipient.

“**Project**” means the undertaking described in Schedule “C”.

“**Reports**” means the reports described in Schedule “E”.



## **A2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS**

**A2.1 General.** The Recipient represents, warrants and covenants that:

- (a) it is, and will continue to be a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has the full power and authority to enter into the Agreement and has taken all necessary actions to authorize the execution of the Agreement;
- (c) it has, and will continue to have the experience and expertise necessary to carry out the Project;
- (d) it is in compliance with, and will continue to comply with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Project, the Funds or both; and
- (e) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

**A2.2 Governance.** The Recipient represents, warrants and covenants that it has, will maintain, in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully; and
- (f) procedures to enable the preparation and submission of all Reports required pursuant to Article A6.0.

## **A3.0 TERM OF THE AGREEMENT**

**A3.1 Term.** The term of the Agreement will commence on March 31, 2021 and will expire on the Expiry Date.

## **A4.0 FUNDS AND CARRYING OUT THE PROJECT**

**A4.1 Funds Provided.** The Province will:

- (a) provide the Recipient up to the Maximum Funds allocated as part of this grant exercise;
- (b) provide the Funds to the Recipient in accordance with the payment plan set out in Schedule “D”; and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
  - (i) resides at a Canadian financial institution; and
  - (ii) is in the name of the Recipient.

**A4.2 Use of Funds and Carry Out the Project.** The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency or organization of the Government of Ontario.

## **A5.0 CONFLICT OF INTEREST**

**A5.1 No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without a conflict of interest. The Recipient will disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

## **A6.0 REPORTING, ACCOUNTING AND REVIEW**

**A6.1 Preparation and Submission.** The Recipient will submit to the Province at the address referred to in section A15.1, all Reports in accordance with the timelines and content requirements provided for in Schedule “E”, or in a form as specified by the Province from time to time.

**A6.2 Record Maintenance.** The Recipient will keep, maintain and make available to the Province, its authorized representatives or an independent auditor identified by the Province for inspection and copying:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

## **A7.0 COMMUNICATIONS REQUIREMENTS**

- A7.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will acknowledge the support of the Province for the Project in a form and manner as directed by the Province.
- A7.2 **Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

## **A8.0 INDEMNITY**

- A8.1 **Indemnification.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

## **A9.0 INSURANCE**

- A9.1 **Recipient's Insurance.** The Recipient represents, warrants and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence. The insurance policy will include the following:
- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
  - (b) a cross-liability clause;
  - (c) contractual liability coverage; and
  - (d) a 30 day written notice of cancellation.
- A9.2 **Proof of Insurance.** If requested, the Recipient will provide the Province with certificates of insurance, or other proof as may be requested by the Province, that confirms the insurance coverage as provided for in section A9.1.

## **A10.0 EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT**

A10.1 **Events of Default.** Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
  - (i) carry out the Project;
  - (ii) use or spend Funds; or
  - (iii) provide, in accordance with section A6.1, Reports or such other reports as may have been requested by the Province;
- (b) the Recipient's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (d) the Recipient ceases to operate.

A10.2 **Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the

Recipient.

A10.3 **When Termination Effective.** Termination under this Article will take effect as provided for in the Notice.

#### **A11.0 FUNDS AT THE END OF A FUNDING YEAR**

A11.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A12.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand from the Recipient the payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

#### **A12.0 FUNDS UPON EXPIRY**

A12.1 **Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession or under its control.

#### **A13.0 NOTICE**

A13.1 **Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery or fax, and will be addressed to the Province and the Recipient respectively as provided for in Schedule "B", or as either Party later designates to the other by Notice.

A13.2 **Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five business days after the Notice is mailed; or
- (b) in the case of email, personal delivery or fax, one business day after the Notice is delivered.

#### **A14.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

A14.1 **Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

#### **A15.0 INDEPENDENT PARTIES**

A15.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

**A16.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

A16.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights, or obligations under the Agreement. All rights and obligations contained in the Agreement will extend to and be binding on the Parties' permitted assigns.

**A17.0 GOVERNING LAW**

A17.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

**A18.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

A18.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a "**Failure**");
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

**A19.0 SURVIVAL**

A19.1 **Survival.** All Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement.

**- END OF GENERAL TERMS AND CONDITIONS -**

## SCHEDULE "B"

## PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

<b>Maximum Funds</b>	\$7,500.00
<b>Expiry Date</b>	August 1, 2021
<b>Insurance</b>	\$ 2,000,000
<b>Contact information for the purposes of Notice to the Province</b>	<b>Position:</b> <b>Address:</b> <b>Fax:</b> <b>Email:</b>
<b>Contact information for the purposes of Notice to the Recipient</b>	<b>Position:</b> <b>Address:</b> <b>Fax:</b> <b>Email:</b>
<b>Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement</b>	<b>Position:</b> <b>Address:</b> <b>Fax:</b> <b>Email:</b>

**Additional Provisions:**

(None)

**SCHEDULE “C”****PROJECT**

---

The Municipal Fire Protection Grant has been established to provide critical support to municipalities in 2020-21 to offset costs and potential barriers for issues stemming from the COVID-19 pandemic. Such issues include access to training, and equipment or other critical upgrades that are needed at the local level to support virtual inspections.

Ontario’s fire departments vary in size and capacity and they all serve different communities that each present different levels of risk. There is a significant cost to ensure that every department has skilled first responders who are adequately trained and equipped to meet the needs of their community.

Funding could represent the difference in allowing fire departments to train more staff, purchase much needed equipment to allow them to adapt and respond to COVID-19 related risks in their communities in a way that ensures both community and personnel safety.

The use of the one-time 2020-21 Municipal Fire Protection Grant will focus on the needs of municipal fire departments to ensure community safety with a focus on issues that have presented due to the COVID-19 pandemic, including:

- Training to offset the pressures in training as a result of the COVID-19 pandemic.
- Specialty training to respond to the dynamics of the COVID-19 pandemic and the need to ensure fire safety in their communities such as virtual inspections.
- Small improvements to fire department infrastructure, such as accessing high speed internet to support training and virtual inspections.

The fire service has expressed concerns with training and fire code compliance since the start of the pandemic. Some of these concerns include critical inspections being delayed or impacted given the apprehension with entering premises. Similarly, training has been impacted given that fire services have been responding to challenges associated with the pandemic (staffing shortages, increased calls for service, etc.). Many departments continued training online as the Office of the Fire Marshal enhanced its online course availability at the start of the pandemic. This emergency COVID relief funding provides support for increased access to training, support for fire code compliance inspections through virtual inspections, and equipment or other critical upgrades that are needed at the local level to support community risks during the pandemic and the switch to virtual training and inspections.

***<insert a copy of the letter of intent from the municipality to outline proposed use of funds>***



**SCHEDULE "D"****BUDGET**

---

Funding will be provided to the <insert municipality name> upon execution of this Agreement. The funds will need to be spent by the municipality by August 1, 2021.

**SCHEDULE "E"****REPORTS**

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As a condition of the Municipal Fire Protection Grant, a report back to the Office of the Fire Marshal must be received by September 1, 2021 to outline how the grant was utilized at the department level.

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

**BY-LAW NUMBER 038-21**

**BEING A BY-LAW TO ADOPT A SEWAGE ALLOCATION POLICY  
FOR THE TOWNSHIP OF WELLINGTON NORTH AND TO REPEAL  
BY-LAWS 119-19 and 035-20**

**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 hereby adopts a Sewage Allocation Policy attached hereto as Appendix "A".


**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
THIS 12TH DAY OF APRIL, 2021.**

---

**ANDREW LENNOX, MAYOR**

---

**KARREN WALLACE CLERK**

<b>SEWAGE ALLOCATION POLICY</b>		
	<b>DEPARTMENT:</b> Operations	<b>POLICY NUMBER:</b> 012-19
	<b>EFFECTIVE DATE:</b> April 12, 2021	<b>LEGISLATIVE AUTHORITY</b>
	<b>APPROVED BY:</b> By-law 27/92 (Village Arthur); By-law 89-05 (Village Arthur); By-law 90-05 (Wellington North) repealed by By-law 119-19 By-law 119-19 amended by By-law 035-20 repealed by By-law 038-21 By-law 038-21	

## **PURPOSE**

Sewage allocation is an important, necessary, component of the development process in that it allows the Township to control and authorize connections to its sanitary collection systems, which convey sewage to its wastewater treatment facilities. The raw sewage input into wastewater treatment facilities heavily regulated by the Ministry of the Environment. The discharge from wastewater treatment facilities is returned to the environment, minimizing our footprint on nature, and ensuring sustainability.

As the Township's ability to treat wastewater is finite and valuable, it is important that Township Council and staff have an equitable, fair and transparent process to award sewage allocations, giving appropriate consideration to many important factors.

## **PREDECESSOR BY-LAWS**

The Corporation of the Village of Arthur by-law number 27/92, a by-law to establish sewer allocation priorities in the Village of Arthur.

The Corporation of the Township of Wellington North by-law number 89-05, being a by-law to amend the Corporation of the Village of Arthur by-law number 27/92 which is a by-law to establish sewer allocation priorities in the geographic area of the former village of Arthur (Arthur).

The Corporation of the Township of Wellington North by-law number 90-05, being a by-law regulating the allocation of available sewage treatment capacity to allow development in the geographic area of the former Town of Mount Forest (Mount Forest).

The Corporation of the Township of Wellington North by-law number 119-19, being a by-law to adopt a sewage allocation policy for the Township of Wellington North and to repeal by-laws 27-1992 (Arthur Township) and 89-2005 and 90-2005.

The Corporation of the Township of Wellington North by-law number 035-20, being a by-law to amend By-law 119-19 being a by-law to adopt a Sewage Allocation Policy for the Township of Wellington North

**DEFINITIONS**

“Infill lot” means a development or building including an additional dwelling unit as defined in Zoning By-law 66-01, which will connect to existing municipal road, water, storm and sanitary infrastructure therefore making better use of this infrastructure. Furthermore an “infill lot” can be an existing lot or lot created by severance or part lot control exemption by-law.

“Sewage allocation” means sanitary sewer allotment for the purpose of this policy, typically specified as a “per unit” allotment.

**SCOPE**

Any development which meets all the following criteria shall require the allocation of sewage units pursuant to this policy:

- a. The development is proposed to be located within the serviced areas of the Township, as defined by the County Official Plan;
- b. The development is required or proposed to be serviced by means of connection to the Township’s sanitary collection systems;
- c. The development requires approval(s) under the Planning Act or Condominium Act other than a minor variance and/or removal of a Holding provision; and
- d. If the development consists of infill lots and the development requires more than twelve sanitary sewer allotments of capacity, as determined by the Township at their sole discretion.

**PROCEDURE**

1. Annual calculations will be undertaken by the Township in accordance with the Ministry of Environment Procedure: D-5-1: Calculating and Reporting Uncommitted Reserve Capacity at Sewage and Water Treatment Plants to determine the amount of sewage capacity available for each wastewater treatment facility and will be reported to Township Council. This calculation will determine if there remains any uncommitted sewage allocation for each wastewater treatment facility. Township Council reserves the right to retain any sewage allocations it deems necessary.
2. Requests for sewage allocation units will only be considered by Council once the development has achieved draft plan approval or site plan agreement or subdivision agreement or development agreement or similar approvals.
3. A proponent shall file a request, in writing, with the Township Development Clerk, for consideration by Council as set-out in the application attached Schedule A. The guideline is that applications should be submitted approximately one year prior to construction.
4. Each request will be evaluated by staff against the criteria outlined in this policy, the details of which will be presented to Council in the form of a staff report.
5. Council will consider all requests received, in a given year, at a meeting of Council before the end of April each year evaluating each project’s merit in light of the sewage allocation available.
6. Council will grant up to 15% of the uncommitted sewage allocations per year and the Building Department will be granted 20 units of the uncommitted sewage allocations, per system, per year for infill lots. Depending on infill lot activity the

Building Department could request additional allocations from Council by staff report.

7. Following Council's approval, the proponent(s) must execute a sewage allocation agreement with the Township within four months of Council's resolution date.
8. Following the execution of the sewage allocation agreement the project or project phase will be deemed to have received a "provisional" sewage allocation.
9. Subject to the terms of the sewage allocation agreement, sewage units of proponents who do not meet the terms of the agreement will be returned to the general pool of available uncommitted sewage allocations.
10. Each sewage allocation agreement shall be drafted on a case by case basis to the satisfaction of the staff and Council. Subject to any special considerations, a sewage allocation agreement shall deal with the following matters, at a minimum:
  - a. The number of sewage allocations provisionally allocated to the proposed development;
  - b. The period of time for which capacity has been provisionally allocated;
  - c. Provisions for the expiry of provisional allocation of capacity;
  - d. Provisions for the extension of provisional allocation of capacity;
  - e. Any payments or works required by the Township in respect of the provisional allocation of capacity; and
  - f. Any other matters, conditions or limitations that staff, Council or the Township's professional advisors deem necessary.
11. Subject to the provisions of any sewage allocation agreement, the transfer of capacity shall not be permitted without the written consent of the Township. This restriction shall apply equally to capacity that has been provisionally allocated as to capacity that has been allocated finally.
12. Land zoned Industrial, Commercial or Institutional (ICI) do not require sewage allocations in order to obtain a building permit unless the development is considered "wet" by the Township. In cases where "wet" ICI development is proposed the proponent's Engineer must provide an analysis of expected sewage flows to the satisfaction of the Township for the purpose of assessing the amount of needed sewage allocation. Furthermore, "wet" ICI development will only be permitted if the appropriate amount of sewage allocation is available for commitment.

### **PRIORITY CONSIDERATIONS**

Staff will use the following to evaluate each application towards providing a score for Council's consideration. That said, final allocation remains at Township Council's sole discretion.

Consideration	Available Points
Built Boundary (Arthur or Mount Forest)	
No	0
Yes	2
Central Intensification Corridor	

No	0
Yes	2
Ministry of Environmental Approvals (Environmental Compliance Approval)	
No	0
Yes or N/A	5
Capital Contribution by Developer	
No	0
Yes	5
Existing Sanitary Infrastructure	
Connects to Existing Sanitary Main	10
Minor Extension (<25m) to Existing Sanitary Main	5
Major Extension (>25m) to Existing Sanitary Main	3
Purpose Built Rental Housing	
No	0
Yes	5
Community Growth Plan (CGP)	
Non-Consistent	0
Consistent with Some of CGP	3
Consistent with Multiple Aspects of CGP	5
Unit Density - Project Meets Official Plan Density Targets	
No	0
Yes	3
Consistent with Municipal Servicing Standards and Servicing Master Plan	
No	0
Yes	2
Construction Starts in Next 18-Months	
Unlikely	0
Somewhat Likely	5
Very Likely	10
Developer Has Received Other Municipal Approvals	
Not Yet Applied	0
Applied But Not Yet Approved	3
Yes or N/A	5

## SCHEDULE A

### APPLICATION FOR SEWAGE ALLOCATION

DATE			
APPLICANT			
ADDRESS			
PHONE		EMAIL ADDRESS	

DEVELOPER			
ADDRESS			
HOME PHONE		EMAIL ADDRESS	

PROJECT NAME			
ROLL #			
STREET			
LEGAL DESCRIPTION			
# OF ALLOCATIONS			
PROJECT DESCRIPTION			

Applications will only be processed by staff if the applicant can answer "YES" to the following statement.

Project has a draft plan of subdivision, site plan agreement, development agreement, subdivision agreement or similar approvals.

YES

NO

Furthermore I / we wish Township Council to consider the following when evaluating this application:



- Project is located within the built boundary of Arthur or Mount Forest as described within the Township's Development Charges By-Law.
- Project is located within the central intensification corridor of Arthur or Mount Forest as described within the Township's Development Charges By-Law.
- Project has a Ministry of Environment Approvals (Environmental Compliance Certificate).
- Project will see a capital contribution for Municipal Infrastructure (roads, water, storm or sanitary).
- Project will utilize existing sanitary infrastructure.
- Project meets the unit density required by current planning policy.
- Project includes the building of purpose built rental.
- Project includes provisions that are consistent with the Township's Community Growth Plan:
- Project design will be consistent with the Township's Municipal Servicing Standards and Servicing Master Plan(s).
- Project will see construction commence within the next calendar year.

Proponent agrees that sewage allocations will be issued by Township Council, at their sole discretion, consistent with the process established by Policy 012-19. Furthermore, Township of Wellington North acknowledges that no policy can be completely exhaustive in dealing with all the factors regarding the servicing of any particular lot. In the event that there are factors that are not allowed for in this policy, as enunciated, application may be made to Council for consideration.

*Personal information collected by the Township of Wellington North under the authority of the Municipal Act is for the purpose of administrating the Township's sewage allocation distribution. Any questions can be directed to the Director of Legislative Services/Clerk at 519-848-3620 ext. 4227*

SIGNATURE:

DATED:

PRINT NAME:

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

**BY-LAW NUMBER 039-20**

**BEING A BY-LAW TO AMEND BY-LAW 103-20 BEING A BY-LAW  
TO ESTABLISH FEES AND CHARGES FOR VARIOUS SERVICES  
PROVIDED BY THE MUNICIPALITY**

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

1. **THAT** Schedule C attached to By-law 103-20 be replaced with Schedule A attached hereto.
2. **THAT** this by-law shall come into force immediately on passage.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
THIS 12TH DAY OF APRIL, 2021.**

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**ANDREW LENNOX, MAYOR**

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**KARREN WALLACE, CLERK**

## SCHEDULE "A" CEMETERIES

Effective April 12, 2021

DESCRIPTION	FEE
<b><u>SALES</u></b>	
Single Grave 3 ½ feet x 10 feet Plot \$510.00 Care and Maintenance Fund 40% of price \$340.00	\$850.00
Single niche to accommodate two urns Niche \$935.00 Care and Maintenance Fund 15% of price \$165.00	\$1,100.00
<b>Scattering Garden</b> Plot \$75.00 Care and Maintenance Fund \$25.00	<b>\$100.00</b>
<b><u>INTERMENT/INURNMENT</u></b>	
Adult	\$600.00
Infant without device and dressing	\$175.00
Cremated remains in standard plot	\$275.00
Double depth charge – extra	\$175.00
Inurnment in niche	\$175.00
Scattering garden	\$100.00
<b><u>Surcharges:</u></b>	
Saturday funerals until 12 noon & holidays - standard burial	\$345.00
Saturday funerals until 12 noon & holidays - cremated remains	\$230.00
Saturday funerals until 12 noon & holidays - niche	\$125.00
Burials inurnments that occur outside the hours of 9 a.m. – 3 p.m. Mon-Fri	\$125.00
<b><u>DISINTERMENT</u></b>	
Disinterment	600.00
<b><u>VAULT STORAGE</u></b>	
Winter storage	\$175.00
<b><u>MONUMENT INSTALLATIONS</u></b>	
Staking fee	\$50.00
Monument care & maintenance fund:	
Flat marker (under 1,116.13 sq centimeters-173 sq inches)	0
Flat Marker (over 1,116.13 sq centimeters-173 sq inches)	\$50.00
Upright to 4 feet (including base)	\$100.00
Upright over 4 feet (including base)	\$200.00
<b><u>ADMINISTRATION</u></b>	
Transfer of Interment Rights	\$50.00
Research per hour	\$50.00

NOTE: Amendments subject to approval from Ministry of Consumer Services – Cemetery Regulation Unit

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

**BY-LAW NUMBER 040-21**

**BEING A BY-LAW TO AUTHORIZE A LEASE AGREEMENT  
BETWEEN THE CORPORATION OF THE TOWNSHIP OF  
WELLINGTON NORTH AND THE MOUNT FOREST  
AGRICULTURAL SOCIETY**

**WHEREAS** the Corporation of the Township of Wellington North and the Mount Forest Agricultural Society have agreed to enter into a Lease Agreement.

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

1. The Corporation shall enter into a Lease Agreement in substantially the same form as the agreement attached hereto as Schedule A.
2. The Mayor and the Clerk of the Corporation are hereby authorized and directed to sign the said Agreement.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
THIS 12TH DAY OF FEBRUARY, 2021**

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**ANDREW LENNOX, MAYOR**

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**KARREN WALLACE, CLERK**

THIS LEASE AGREEMENT made in duplicate this 12 day of April , 2021

BETWEEN

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH  
hereinafter referred to as "Wellington North"

OF THE FIRST PART

-and-

THE MOUNT FOREST AGRICULTURAL SOCIETY  
hereinafter referred to as "the Society"

OF THE SECOND PART

Whereas Wellington North is the owner of the lands and the Society wishes to use the said lands from time to time.

The parties to this agreement agree as follows:

**1. Term of Agreement**

- a. The term of the Agreement shall be for three (3) years, commencing on April 1, 2021 expiring on August 17, 2024.
- b. Provided that the Society is in good standing under this Agreement, the Agreement shall be renewed with each term of Council on a four-year term. The next agreement will commence August 18, 2024 and will expire on December 31, 2028.

**2. Use of Facilities**

- a. The Society may use the Mount Forest & District Sports Complex, located at 850 Princess Street, Mount Forest, fifteen (15) days per calendar year, at no cost to the Society.
- b. The Society may use the Mount Forest Victory Church, located at 320 King Street, Mount Forest, five (5) consecutive days per calendar year as per the Lease Agreement between the Township of Wellington North and the Mount Forest Victory Church, at no cost to the Society.
- c. The Society may at all times, use the storage room in the southerly or rear portion of the Mount Forest Victory Church, located at 320 King Street, Mount Forest as per the Lease Agreement between the Township of Wellington North and the Mount Forest Victory Church, at no cost to the Society.

**3. Buildings and Property**

- a. It is understood and acknowledged the Society owns the following:
  - i. Announcer Stand
  - ii. Office
  - iii. Sale Barn

- iv. All wood fences
- v. All Bleachers (beside Announcer Stand/Facing the Track)
- b. The Township of Wellington North owns:
  - i. All of the Land and buildings at 320 King St E, except as listed in clause 3 a)
- c. And further that in the event the agreement is terminated, the Society has one year to remove, at their own expense all of the property owned by them.
- d. Should the property not be removed within the time frame, the municipality may dispose of it as they deem fit.

#### **4. Responsibilities of the Society**

- a. Provide year-round insurance coverage on the buildings and property identified in clause 3 a) naming the Wellington North as co-insured.
- b. Maintain all buildings and property identified in clause 3 a) in a state of good repair.
- c. Maintain the Western Horse Show Ring in a state of good repair.
- d. Maintain hydro costs incurred by the Society.
- e. The Society will make best efforts to ensure that parking is contained to the parking lot off King Street.
- f. The Society will not lease or sublet the property or buildings without prior written consent from Wellington North.
- g. The Society shall ensure that any events:
  - i. adhere to the Township's Alcohol Risk Management Policy
  - ii. receive written permission from Wellington North for all events serving alcohol.

#### **5. Responsibilities of Wellington North**

- a. Maintain the sports fields, splash pad, playground, and parking lots.
- b. Insurance coverage for the property

#### **6. Termination**

- a. This lease may be terminated by either party with one year's written notice.

Township of Wellington North  
 CLERK  
 7490 Sideroad 7W  
 Box 125  
 Kenilworth, ON N0G 2E0

SOCIETY  
 John McPhee, President  
 213 Wendy's Lane  
 Mount Forest ON, N0G2L2  
 519-323-4058

Shirley Droog, Secretary  
 132 Salter Street  
 PO Box 98  
 Williamsford ON N0H2V0  
 519.604.8505Society

- b. This Agreement supersedes the former Agreements dated March 25, 1982 and April 17, 1996.

**IN WITNESS WHEREOF** the said parties have hereto set their hands and seals.

**DATED at KENILWORTH**, this 12 day of April, 2021.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the day and year set out above:

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH:

---

Andrew Lennox, Mayor

---

Karren Wallace, Director of Legislative Services/Clerk

We have the authority to bind the Corporation.

**DATED at**                    this                    day of April                    , 2021.

THE MOUNT FOREST AGRICULTURAL SOCIETY

---

John McPhee, President

---

Shirley Droog, Secretary

We have the authority to bind the Agricultural Society.

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

**BY-LAW NUMBER 041-21**

**BEING A BY-LAW TO AUTHORIZE A SUBDIVISION AGREEMENT  
(JAMES COFFEY/EASTRIDGE)**

**WHEREAS** it is deemed expedient to enter into such an Agreement with 2073022 Ontario Inc. (James Coffey/Eastridge):

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

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

Property Identifier Number (PIN): 71104-0573 (LT) LRO #61

DESCRIPTION OF LANDS SUBJECT TO THIS SUBDIVISION AGREEMENT  
Parts 1, 2, 3 & 6, Plan 61R-21786

***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 2073022 Ontario 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 12<sup>TH</sup> DAY OF APRIL, 2021.**

\_\_\_\_\_  
**ANDREW LENNOX, MAYOR**

\_\_\_\_\_  
**KARREN WALLACE, CLERK**

**SUBDIVISION AGREEMENT**

**Between**

**2073022 ONTARIO 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 \_\_\_\_\_, 20 \_\_\_\_.

**BETWEEN:**

**2073022 ONTARIO 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 obtain Final Approval of the Plan from the County and have obtained registration of the Plan;
  - 1.3.2 submit and obtain the written approval of the Township Engineer for the following in accordance with the current Municipal Servicing Standards of the Township:
    - 1.3.2.1 the Storm Drainage Plan;
    - 1.3.2.2 the Overall Lot Grading Plan;
    - 1.3.2.3 the Composite Utility Plan for hydro, telephone and other applicable telecommunications, gas and utilities;
    - 1.3.2.4 final approved drawings for all Works required in Schedule “D” to this Agreement;
  - 1.3.3 submit to the Township, the Ministry of the Environment, Conservation and Park’s (MECP) Environmental Compliance Approval (ECA) for , the Sanitary Sewage Collection System, and the Storm Sewer System and Storm Water Management Works; and

- 1.3.4 provide written confirmation of approval required for drainage, road crossings, encroachments, or easements from the Township, County, Conservation Authority, the Ministry of Transportation of Ontario and any other authority having jurisdiction.
- 1.4 Prior to the sale of any lot and/or prior to the making of application for building permits the Developer shall:
- 1.4.1 comply with all requirements of Section 8.9 of this Agreement.
- 1.5 Prior to any person occupying any building within the Subdivision the Developer shall:
- 1.5.1 comply with all the requirements of Section 8.10 of this Agreement.

## **SECTION 2 – LIST OF ATTACHED SCHEDULES**

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

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

## **SECTION 3 – INSTALLATION OF SERVICES**

### **3.1 General Obligations**

The Developer shall comply with all requirements of this Agreement, including the requirements and/or conditions set out or identified in the Schedules which are attached to and form part of this Agreement, to the satisfaction of the Township, and with respect to the Conditions of Draft Approval described in Schedule “L” to the satisfaction of the Grand River 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" subject to any set-off for securities being held for the same work under the Preserving Development Agreement between the Township and the Developer dated August 10, 2020 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 Lien Act, with respect to the Lands, shall constitute a default by the Developer of the terms of this Agreement and shall entitle the Township to draw on any or all of the security referred to in Section 9.2 of this Agreement and to utilize said draw to make payment into Court of the holdback together with costs.
- 9.6 Partial Release

9.6.1 Upon receipt of confirmation from the Township Engineer and upon being satisfied that the obligations of the Developer under this Agreement have been performed, with the exception of the lot grading requirements included in Section 6, the Clerk shall execute a partial release of this Agreement, in the form attached hereto as Schedule “K”, and the delivery and registration of such partial release shall constitute a full and final release of the obligations of the Developer under this Agreement, with the exception of lot grading requirements included in Section 6, with respect to the lot or lots named therein.

9.6.2 Notwithstanding the foregoing, the Clerk shall not be required to execute a partial release until the various services have been completed in accordance with the terms of this Agreement and the plans and specifications provided for herein.

**SECTION 10 – SPECIAL PROVISIONS AND EXCEPTIONS**

10.1 The Developer and the Township agree that the provisions set forth in the attached Schedule “M” form an integral part of this Agreement, and further that variations and exceptions from the standard provisions of this Agreement, if any, are set out in Schedule “M”.

-----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.

2073022 ONTARIO INC.

\_\_\_\_\_  
Name:

Title:

I have authority to bind the Corporation.

THE CORPORATION OF THE TOWNSHIP OF  
WELLINGTON NORTH

\_\_\_\_\_  
Andrew Lennox, Mayor

\_\_\_\_\_  
Karren Wallace, Clerk

We have authority to bind the Corporation.

DEVELOPER'S MAILING ADDRESS:	2073022 Ontario Inc. c/o James Coffey 206 George Street Arthur ON N0G1A0
DEVELOPER'S PHONE NUMBER:	(519) 848-2819
DEVELOPER'S EMAIL ADDRESS:	_____ jcoffey@royalpage.ca _____

**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:

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

Property Identifier Number (PIN): 71104-0573 (LT)

LRO #61

**DESCRIPTION OF LANDS SUBJECT TO THIS SUBDIVISION AGREEMENT**

Parts 1, 2, 3 & 6, Plan 61R-21786

**SCHEDULE "B" OF THE SUBDIVISION AGREEMENT****IDENTIFICATION OF DRAFT PLAN**

County of Wellington File No. 23T-13001, pursuant to Notice of Decision issued by the County of Wellington dated February 25, 2016; Extension to Draft Approved Plan of Subdivision dated January 6, 2021; and, Draft Plan of Proposed Subdivision, Eastridge Landing – Phase 3 with surveyor's certificate dated April 26, 2013.

**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**  
**DESCRIPTION OF THE WORKS TO BE CONSTRUCTED**

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

All of the above noted Works are to be installed, constructed or provided as shown on or in accordance with the provisions, conditions and standards set out in this Agreement and the following documents and drawings approved by the Township’s Engineer only in relation to Works pertaining to Phase III and Phase IV (Phase V is unapproved, at this time):

1. “Eastridge Landing Subdivision, Phases III and IV, Arthur, Ontario, Township of Wellington North Project #070119, Engineer’s Drawings prepared by K. J. Behm & Associates Inc. Consulting Engineers, 55 Erb Street Est, Suite 101, Waterloo, Ontario N2J 4K8, bearing the signature and seal of K. J. Behm, P. Eng., Registered Professional Engineer over the date of 14/01/21, including the following drawings:
  - (i) GENERAL SERVICING PLAN DWG No. GSP-1, Revision #8, dated 22/06/20
  - (ii) EXISTING CONDITIONS PLAN DWG. No. PRE-1, Revision #4, dated 22/06/20
  - (iii) POST- DEVELOPMENT STORM DRAINAGE AREAS DWG No. PD-1, Revision #10, dated 22/06/20
  - (iv) SANITARY SEWER DRAINAGE PLAN DWG No.SA-1, Revision #8, dated 22/06/20
  - (v) GENERAL OVERALL LOT GRADING CONTROL PLAN DWG No. GCP, Revision #16, dated 28/12/20
  - (vi) LOT GRADING PLAN DWG No. GCP-1, Revision #16, dated 28/12/20
  - (vii) LOT GRADING PLAN DWG No. GCP-2, Revision #16, dated 28/12/20
  - (viii) LOT GRADING PLAN DWG No. GCP-3A, Revision #16, dated 28/12/20
  - (ix) OVERALL EROSION CONTROL PLAN DWG No. ECP, Revision #11, dated 22/06/20
  - (x) PLAN AND PROFILE DWG No. PP-1, SCHMIDT DRIVE, STA. 1+000 TO STA.1+220, Revision #8, dated 22/06/20
  - (xi) PLAN AND PROFILE DWG No. PP-2, WALSH STREET, STA. 1+000 TO STA. 1+300, Revision #8 dated 22/06/20
  - (xii) PLAN AND PROFILE DWG No. PP-3, WALSH STREET, STA. 1+200 TO STA. 1+500, Revision #9, dated 22/06/20
  - (xiii) PLAN AND PROFILE DWG No. PP-4, EASTVIEW DRIVE, STA. 1+000 TO 1+120, Revision #9, dated 22/06/20
  - (xiv) PLAN AND PROFILE DWG No. PP-5, SCHMIDT DRIVE, STA. 1+180 TO 1+480, Revision #8, dated 22/06/20
  - (xv) PLAN AND PROFILE DWG No. PP-6, SCHMIDT DRIVE, STA. 1+480 TO 1+720, Revision #8, dated 22/06/20
  - (xvi) PLAN AND PROFILE DWG No. PP-7, REAR YARD STORM SEWER, STA. 1+000 TO 1+132, Revision #8, dated 22/06/20

- (xvii) DETAILS PLAN DWG No. DET-1, revision 7, dated 22/06/20
  - (xviii) STORMWATER MANAGEMENT PLAN DWG NO. SWM1, Revision 10, dated 22/06/20
  - (xix) COMPOSITE UTILITY PLAN DWG No. CUP, Revision 1, dated 10/08/20
  - (xx) COMPOSITE UTILITY PLAN DWG No. CUP-1, Revision 1, dated 10/08/20
  - (xxi) COMPOSITE UTILITY PLAN DWG No. CUP-2, Revision 1, dated 10/08/20
2. East Ridge Landing Development, Phases 3 & 4, Project No. 18009P, prepared by Runge & Associates Inc., 864 Hurontario Street, P.O. Box 387, Collingwood, Ontario L9Y 3Z7, including the following drawings:
- (i) SITE PLAN: STREET LIGHTING, Drawing No. L1.1, revision #10, dated 20/08/26, and bearing the signature and seal of G. G. Runge, P. Eng., Registered Professional Engineer over the date of 26Aug'20
  - (ii) STREET LIGHTING PHOTOMETRICS, Drawing No. L2.1, revision #10, dated 20/08/26, and bearing the signature and seal of G. G. Runge, P. Eng., Registered Professional Engineer over the date of 26Aug'20
  - (iii) SINGLE LINE DIAGRAM: LIGHTING, Drawing No. L3.1, revision #10, dated 20/08/26, and bearing the signature and seal of G. G. Runge, P. Eng., Registered Professional Engineer over the date of 26Aug'20
  - (iv) ELECTRICAL DETAILS – SHEET 1, Drawing No. L4.1, revision #9, dated 20/08/06, and bearing the signature and seal of G. G. Runge, P. Eng., Registered Professional Engineer over the date of 06Aug'20
  - (v) ELECTRICAL DETAILS – SHEET 2, Drawing No. L4.2, revision #10, dated 20/08/06, and bearing the signature and seal of G. G. Runge, P. Eng., Registered Professional Engineer over the date of 26Aug'20

**SCHEDULE "E" OF THE SUBDIVISION AGREEMENT**

**ITEMIZED ESTIMATE OF COSTS OF CONSTRUCTION  
OF EACH PART OF THE WORKS**

Cost Estimate is dated January 2021 prepared by K. J. Behm & Associates Inc.

Phase III (47 units) - Balance of Surface Works

1.	Site Preparation	\$ 17,000.00
2.	Stage III Roadworks (Sidewalks, Surface Asphalt)	\$ 107,570.00
3.	6% Engineering Fees	\$ 7,474.00
4.	10% Contingencies	<u>\$ 11,504.00</u>
	Subtotal	\$ 143,548.00
	13% HST	<u>\$ 18,662.00</u>
	Total	\$ 162,210.00

Phase IV (56 Units) – U/G Servicing and Surface Works

1.	Site Preparation and Removals	\$ 16,800.00
2.	Sanitary Sewers	\$ 133,410.00
3.	Storm Sewers	\$ 169,914.00
4.	Watermains	\$ 130,950.00
5.	Stage I Roadworks (Roadbase)	\$ 78,610.00
6.	Stage II Roadworks (Curb, Base Asphalt, Sidewalks, Fencing, Park)	\$ 208,607.00
7.	Stop Signs and Street Signs, SWM Restoration)	\$ 32,800.00
8.	Stage III Roadworks (Surface Asphalt)	\$ 47,940.00
9.	Street Lighting	\$ 37,500.00
10.	6% Engineering Fees	\$ 51,392.00
11.	10% Contingencies	<u>\$ 90,792.00</u>
	Subtotal	\$ 998,715.00
	13% HST	<u>\$ 129,833.00</u>
	Total	\$ 1,128,548.00

**SCHEDULE "F" OF THE SUBDIVISION AGREEMENT****LIST OF LOTS UNSUITABLE FOR BUILDING PURPOSES – SECTION 6.3**

None.



**SCHEDULE “G” OF THE SUBDIVISION AGREEMENT**

**OWNER’S FINAL GRADING CERTIFICATE**

The undersigned hereby certifies to The Corporation of the Township of Wellington North (the “Township”) that the foundations of the buildings and structures and any openings in any such foundation walls constructed on the following property:

STREET NO.		STREET	
MUNICIPALITY			
LOT/BLOCK		REGISTERED PLAN NO.	

have been constructed, at or above the elevations illustrated on the overall Certified Building Lot Site Plan (as approved by or on behalf of the Township) referred to in the Subdivision Agreement registered against the title to the above property as shown on the as-built grading survey attached.

The undersigned further certifies to the Township that:

1. the final grading of the above referred to property has been completed in substantial compliance with the Certified Building Lot Site Plan referred to in the Subdivision Agreement;
2. the grade elevation of all lot boundaries and corners including the front lot corners of the property are in substantial compliance with the Certified Building Lot Site Plan; and
3. the above lot has been graded to provide positive drainage in front, rear and side yard and that there is no area of the property which is subject to ponding of water.

This certificate is given and delivered to the Township in full knowledge that the Township relies on this certification in providing a release of the applicable Subdivision Agreement affecting this property.

DATED at \_\_\_\_\_, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_ .

Signature of Professional Engineer or OLS

Name and address of Professional Engineer or OLS

***NOTE: Copies of this Owner’s Final Grading Certificate 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 32 (0.30 Reserve)
2. Block 33 (0.30 Reserve)
3. Block 34 (0.30 Reserve)
4. Schmidt Drive
5. Eastview Drive
6. Walsh Street
7. Part 4, PLAN TBD [adjacent to PIN 71104-0541 Eastview Drive] as shown on draft reference plan by BSR&D dated March 8, 2021
8. Part 6, 61R-21796
9. Part 3 & 4, 61R-21786

**LIST OF EASEMENTS TO BE GRANTED TO THE TOWNSHIP**

None.

1. Part 1, PLAN TBD (over Block 1) as shown on draft reference plan by BSR&D dated March 8, 2021
2. Part 2, PLAN TBD (over Block 30) as shown on draft reference plan by BSR&D dated March 8, 2021
3. Part 3, PLAN TBD (over Block 31) as shown on draft reference plan by BSR&D dated March 8, 2021

**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 \_\_\_\_\_, 202\_\_\_\_.

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 \_\_\_\_\_, 202\_\_.

---

*(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 \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Clerk

**SCHEDULE "L" OF THE SUBDIVISION AGREEMENT****CONDITIONS OF DRAFT APPROVAL**

The Conditions of Approval for Draft Plan of Subdivision 23T-13001 contained in the Decision of The Corporation of the County of Wellington for File No. 23T-13001 dated the 25<sup>th</sup> day of February, 2016 and Extension to Draft Approved Plan of Subdivision dated January 6, 2021 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**

**2073022 ONTARIO INC. – Eastridge Landing Phase 3 Development, Arthur, 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 Grand River Conservation Authority. 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 Grand River Conservation Authority.

- (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. 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 042-21**

**BEING A BY-LAW TO AUTHORIZE A SEWAGE ALLOCATION AGREEMENT BETWEEN THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH AND SEAWAVES HOMES INC.**

**WHEREAS** the Corporation of the Township of Wellington North and Seawaves Homes Inc. have agreed to enter into a Sewage Allocation Agreement.

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

1. The Corporation shall enter into a Sewage Allocation Agreement in substantially the same form as the agreement attached hereto as Schedule A.
2. The Mayor and the Clerk of the Corporation are hereby authorized and directed to sign the said Agreement.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
THIS 12TH DAY OF APRIL, 2021**

---

**ANDREW LENNOX, MAYOR**

---

**KARREN WALLACE, CLERK**

## SEWAGE ALLOCATION AGREEMENT

**THIS AGREEMENT made this 12th day of April, 2021.**

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

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

(the “Township”)

- and -

**SEAWAVES HOMES INC.**

(the “Owner”)

**WHEREAS:**

- A. The Owner is the owner of the lands described in Schedule “A” (the “Owner’s Lands”);
- B. The Owner applied with the Township for Site Plan Approval on February 7, 2019 for the property located in Schedule “A”;
- C. The Owner is ready to proceed with the development of the Development Lands and has filed a request with the Township for 37 sewage allocation units pursuant to the Township’s Sewage Allocation Policy;
- D. The Township has passed a resolution approving the 37 sewage allocation units and requires the Owner to enter into this agreement pursuant to the Township’s Sewage Allocation Policy; and,
- E. The Township requires the allocation to be allotted over time to achieve controlled growth in the Township whereby the 37 sewage allocation units will be released over 36 months including 14 units within 12 months, 12 additional units within 24 months, and 11 additional units within 36 months of this agreement.

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

**1. Approval.**

- (i) Upon the registration of the site plan agreement, the Township shall grant provisional approval to the Owner for 37 sewage allocation units for the Development Lands allocated over the following time periods:
  - a. 14 units within 12 months of execution of this agreement;
  - b. 12 additional units within 24 months of execution of this agreement; and,
  - c. 11 additional units within 36 months of execution of this agreement.

- (ii) The provisional allocation is granted for a period of thirty (36) months from the date of this agreement, expiring on April 12, 2024 (the “Expiry Date”).
  - (iii) Any sewage allocation units not completed by the Expiry Date shall lapse and be returned to the general pool of available uncommitted sewage allocations. No further building permits may be issued after the Expiry Date until such time as the Owner has obtained an extension or further sewage allocation.
2. **Acknowledgment of Owner.** The Owner acknowledges that:
- (i) the Township is not obligated to extend the Expiry Date or to grant further provisional sewage allocation units for the Development Lands or any future phases of the development;
  - (ii) the Township may approve sewage allocation units to other developments prior to approving further provisional sewage allocation units for the Development Lands or any future phases of the development; and,
  - (iii) the granting of sewage allocation is based upon the continued availability of sewage treatment facility capacity; that such capacity may change or be reduced over time; and, provisional sewage allocation units may have to be withdrawn in instances of inadequate sewage treatment facility capacity or other reason.
3. **Compliance with By-laws, Rules and Regulations.** The Owner agrees to comply with all federal, provincial and municipal laws, rules, regulations, by-laws and polices including the Township Sewage Allocation Policy.
4. **The Township’s Professional Fees and Disbursements.** The Owner shall reimburse the Township for all of its engineering and legal expenses including professional fees and disbursements in connection with the development and implementation of this agreement.
5. **Development Charges Credits.** The Owner hereby releases and forever discharges the Township from any and all claims relating to payments under this agreement, for credits against Development Charges payable under any by-law of the Township passed under the *Development Charges Act, 1997* with respect to the development of the Development Lands.
6. **Waiver.** The failure of the Township at any time to require performance by the Owner of any obligation under this agreement shall in no way affect its right thereafter to enforce such obligation, nor shall the waiver by the Township of the performance of any obligation be taken or be held to be a waiver of the performance of the same or any other obligation at any later time. The Township shall specifically retain its rights at law to enforce this agreement.
7. **No Challenge to Agreement.** The parties covenant and agree with each other not to call into question or challenge, directly or indirectly, in any proceeding or action in court, or before any administrative tribunal, the party’s right to enter into and enforce this

agreement. The law of contract applies to the agreement and the parties are entitled to all remedies arising from it.

8. **Assignment.**

- (i) The Owner may assign any of the 37 sewage allocation units to builders within the Development Lands with the prior written approval of the Township.
- (ii) The 37 sewage allocation units may not be assigned to any lands outside of the Development Lands.
- (iii) The Owner agrees that it shall not transfer, assign its rights, interests, liabilities and obligations under this agreement without first ensuring that the proposed assignee has entered into an assumption agreement in a form satisfactory to the Township, requiring the assignee to be bound by all of the terms and conditions of this agreement.

9. **Acceptance by Fax or Email.** The parties acknowledge and agree that the communication of this agreement may be transmitted by way of facsimile or electronic mail, and that they agree to accept such signatures and documents to be legal and binding upon them.

10. **Counterparts.** This agreement may be signed in any number of counterparts, each of which is considered to be an original, and all of which are considered to be the same documents.

11. **Severability.** If any provision of this agreement, or the application thereof to any circumstances, shall be held to be invalid or unenforceable, then the remaining provisions of this agreement, or the application thereof to other circumstances, shall not be affected, and shall be valid and enforceable.

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

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

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

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

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

---

ANDREW LENNOX – Mayor

---

KARREN WALLACE - Clerk

We have authority to bind the corporation.

**SEAWAVES HOMES LTD.**

---

Mohamed Kasab-Bachi, Director

I/we have the authority to bind the corporation

DEVELOPER'S MAILING  
ADDRESS:

2 Susan Drive, Hamilton ON, L9C 7R1

DEVELOPER'S PHONE  
NUMBER:

---

905 979 2344

DEVELOPER'S EMAIL  
ADDRESS:

---

seawaves.development@gmail.com

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**Schedule "A"**  
**DESCRIPTION OF THE OWNER'S LANDS**

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

PKLT 56 AND PT PKLT 54 JUDGE MACDONALD'S SURVEY OF ARTHUR AS IN RON 67327 (SECONDLY AND THIRDLY); WELLINGTON NORTH

PIN: 71104-0486

LRO #61

And

PT PKLT 52 JUDGE MACONDALD'S ARTHUR VILLAGE; PT PKLT 54 SUVEY JUDGE MACDONALD'S ARTHUR VILLAGE AS IN DN30856 (SECONDLY & THIRDLY); WELLINGTON NORTH

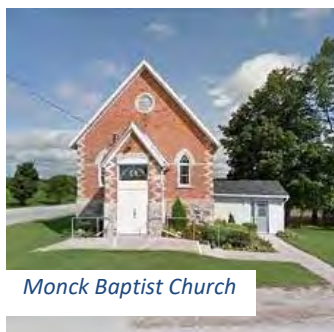
PIN: 71104-0065

LRO #61



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

## CULTURAL MOMENT FOR APRIL CELEBRATES THE HAMLET OF MONCK

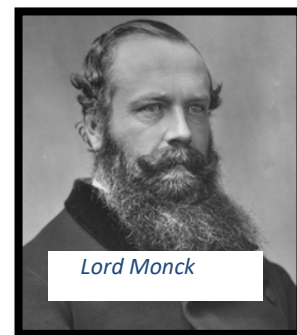


Monck Baptist Church

When thinking of Monck, the Baptist Church usually comes to mind. It's situated on the northeast corner of County Road 16 and the 10<sup>th</sup> Line. It sits on 1/9<sup>th</sup> of an acre of land donated by Robert Grieve and was built by the contractor W. W. Gorvett of Arthur. The church was completed on October 17, 1896. The parsonage and a stable were built in 1901 on land donated by James Blyth. In 1909 more land was obtained from the Grieves to enlarge the shelter for the horses and buggies which was situated to the east of the church. This became inadequate and a closed-in shed was built in 1910 south of the store. The land for this was donated by Ed Segsworth. This building is no longer there.

The hamlet of Monck is named after Lord Charles Stanley Monck who was the first governor-general of Canada after Confederation. (1861–1868.) He was born 1819 in Templemore Ireland.

The first settlers came to West Luther in 1853. By the early 1860's, the area's population had increased enough, and in 1863, 2 post offices were authorized, one at Lot 9, Concession 10 in Monck. Robert Dunlop was the first postmaster. They had 19 postmasters over the 96 years of its existence. The post office was situated at various times from private residences and the store at Monck. The postmaster's salary at Monck in the early 1870's ranged between \$10 and \$15 per year. In 1869, at \$39 per year, mail was transported weekly between Monck and Arthur. The post office closed in 1959.



Lord Monck

David and Agnes McHardy built the Monck store in the early 1900's. It was situated on the southwest corner. A group of farmers formed a Co-Op in 1945 and took over the store from Mabel Blyth. Bert Glover was the first manager. It sold feed, hardware, fertilizer, groceries, and gas. The Co-Op later became a part of the United Co-Op. Today, the store is a private residence.

When driving through the hamlet, the only prominent building remaining is the church.

Submitted by Penny Renken, Wellington North Cultural Roundtable with excerpts from Stephen Thorning's articles, Tweedsmuir Histories and Google.

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

**BY-LAW NUMBER 044-21**

**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 APRIL 12, 2021**

**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 April 12, 2021 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 12TH DAY OF APRIL, 2021.**

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**ANDREW LENNOX, MAYOR**

\_\_\_\_\_  
**KARREN WALLACE, CLERK**