

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
AGENDA OF REGULAR COUNCIL MEETING – MAY 10, 2021 AT 2:00 P.M.
VIA WEB CONFERENCING**

HOW TO JOIN

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

Please click this URL to join. <https://us02web.zoom.us/j/82854899226>

Or join by phone:

Canada: +1 855 703 8985 (Toll Free) or long distance 1-438-809-7799

Webinar ID: 828 5489 9226

International numbers available: <https://us02web.zoom.us/j/82854899226>

**PAGE
NUMBER**

CALLING TO ORDER

ADOPTION OF THE AGENDA

Recommendation:

THAT the Agenda for the May 10, 2021 Regular Meeting of Council be accepted and passed.

DISCLOSURE OF PECUNIARY INTEREST

RECESS TO MOVE INTO PUBLIC MEETING

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North recess the May 10, 2021 Regular Meeting of Council for the purpose of holding a Public Meeting under the Planning Act:

- *Allen and Erma Martin, Zoning By-law Amendment*
- *Hewvilla Farms Inc., Zoning By-law Amendment*
- *Christian F Martin, Zoning By-law Amendment*
- *Victoria McHugh, Minor Variance*
- *Sarah Wilson and Trevor Roberts, Minor Variance*

RESUME REGULAR MEETING OF COUNCIL

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North resume the May 10, 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, with Civic address of 7522 Sideroad 3 E, Allen and Erma Martin) 001

Recommendation:

THAT By-law Number 043-21-21 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, with Civic address of 7522 Sideroad 3 E, Allen and Erma Martin)

- b. By-law Number 054-21 being a by-law to amend By-law 66-01, being a Zoning By-law for the Township of Wellington North. (7076 Sideroad 2 E DIV 3 DIV 4 Pt Lot 3 EOSR RP 60 R2771; Pt 1, with civic address 9851 Highway 6, Hewvilla Farms Inc.) 005

Recommendation:

THAT By-law Number 054-21 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. (7076 Sideroad 2 E DIV 3 DIV 4 Pt Lot 3 EOSR RP 60 R2771; Pt 1, with civic address 9851 Highway 6, Hewvilla Farms Inc.)

- c. By-law Number 051-21 being a by-law to amend By-law 66-01, being a Zoning By-law for the Township of Wellington North. (Part Lot 16 Concession 14, Concession 13 Pt Lot 16 & 17, Christian F Martin) 009

Recommendation:

THAT By-law Number 051-21 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 16 Concession 14, Concession 13 Pt Lot 16 & 17, Christian F Martin)

DEPUTATIONS

- a. Robert Stovel, Stovel and Associates Inc. 013
- Fran and George Turnbull, 7985 Wellington Road 109, Arthur, ON, Municipal Comprehensive Review by the County of Wellington with respect to the Urban Centre Limits for Arthur

ADOPTION OF MINUTES OF COUNCIL AND PUBLIC MEETING

1. Regular Meeting of Council, April 26, 2021 021
2. Public Meeting, April 26, 2021 033

Recommendation:

THAT the minutes of the Regular Meeting of Council and the Public Meeting held on April 26, 2021, 2021 be adopted as circulated.

BUSINESS ARISING FROM PREVIOUS MEETINGS OF COUNCIL

ITEMS FOR CONSIDERATION

1. MINUTES

- a. Arthur Chamber of Commerce, Directors Meeting, April 14, 2021 043

Recommendation:

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 April 14, 2021.

- b. Arthur Business Improvement Association, April 21, 2021 046

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Arthur Business Improvement Association held on April 21, 2021.

- c. Saugeen Valley Conservation Authority, Newsletter Issue 1, Spring 2021 048

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the Saugeen Valley Conservation Authority, Newsletter Issue 1, Spring 2021.

- d. Grand River Conservation Authority, Summary of the General Membership Meeting – April 23, 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 April 23, 2021

- e. Recreation, Parks and Leisure Committee, May 4, 2021 051

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 May 4, 2021.

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North direct staff to work with Mr. Donald to implement the works associated with the donation at the ball diamond at the south-end of the Mount Forest fairgrounds property, as recommended by the Recreation, Parks and Leisure Committee;

AND FURTHER THAT Council approve a special 2021 capital project of \$30,000 to allow staff to construct improvements that will improve this project but fall outside of the donor's scope;

AND FURTHER THAT Council direct staff to fund this project from the Township's Capital Infrastructure Reinvestment Reserve Fund;

AND FURTHER THAT Council name the ball diamond at the south-end of the Mount Forest fairgrounds property the "Donald Softball Diamond" in recognition of the family's donation until December 31, 2041.

2. PLANNING

- a. Report DC 2021-008, Consent Application B13-21 David, Lydia & Harlan Brubacher 055

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report DC 2021-008 being a report on Consent Application (Lot Line Adjustment) B13-21 known as Part Lot 7, Division 1, 2, 3 & 4 WOSR in the geographic Township of Arthur.

AND FURTHER THAT the Council of the Township of Wellington North supports consent application B13-21 as presented with the following conditions:

- *THAT the Owner satisfy all the requirements of the local municipality, financial and otherwise (included but not limited to Taxes paid in Full; a Fee of \$130.00 for Township Clearance Letter of conditions — or whatever fee is applicable at the time of clearance under the municipal Fees and Charges by-law) which the Township of Wellington North may deem to be necessary*

at the time of issuance of the Certificate of Consent for the proper and orderly development of the subject lands; and

- *THAT the owner enter into an agreement apportioning any future maintenance costs on any Municipal Drain located on the property; and the owner shall provide a \$500.00 deposit, for each drain, to cover the cost of the re-apportionment of such drain(s).*

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

- b. Report DC 2021-009, Consent Application B14-21 Garnet & Barbara Troyer

060

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report DC 2021-009 being a report on Consent Application (Severance) B14-21 known as Part Park Lots 2 & 3 North of Clyde St. & South of Queen St. in the Town of Mount Forest.

AND FURTHER THAT the Council of the Township of Wellington North supports consent application B14-21 as presented with the following conditions:

- *THAT the Owner satisfy all the requirements of the local municipality, financial and otherwise (included but not limited to Taxes paid in Full; a Fee of \$130.00 for Township Clearance Letter of conditions — or whatever fee is applicable at the time of clearance under the municipal Fees and Charges by-law) which the Township of Wellington North may deem to be necessary at the time of issuance of the Certificate of Consent for the proper and orderly development of the subject lands;*
- *THAT the Owner satisfy the requirements of the Township of Wellington North in reference to parkland dedication fee be \$1,000/lot or part lot created, in 2020; (or whatever fee is applicable at the time of clearance under the municipal Fees and Charges by-law) as provided for in the Planning Act, R.S.O. 1990;*
- *THAT the steel clad shed on the severed lands be removed to the satisfaction of the Township of Wellington North;*
- *THAT the owner enter into an agreement apportioning any future maintenance costs on any Municipal Drain located on the property; and the owner shall provide a \$500.00 deposit, for each drain, to cover the cost of the re-apportionment of such drain(s);*

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

- c. Report DC 2021-010, Consent Application B15-21 Phares & Mary Martin

065

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report DC 2021-010 being a report on Consent Application (Severance) B15-21 known as Part Lots 2 & 3, Concession 9, EOSR in the geographic township of Arthur.

AND FURTHER THAT the Council of the Township of Wellington North supports consent application B15-21 as presented with the following conditions:

- *THAT the Owner satisfy all the requirements of the local municipality, financial and otherwise (included but not limited to Taxes paid in Full; a Fee of \$130.00 for Township Clearance Letter of conditions — or whatever fee is applicable at the time of clearance under the municipal Fees and Charges by-law) which the Township of Wellington North may deem to be necessary at the time of issuance of the Certificate of Consent for the proper and orderly development of the subject lands;*
- *THAT the Owner satisfy the requirements of the Township of Wellington North in reference to parkland dedication fee be \$1,000/lot or part lot created, in 2020; (or whatever fee is applicable at the time of clearance under the municipal Fees and Charges by-law) as provided for in the Planning Act, R.S.O. 1990;*
- *THAT the owner receive zoning relief for building setbacks from existing buildings on both the severed and retained to proposed lot line to the satisfaction of the Township of Wellington North;*
- *THAT the owner enter into an agreement apportioning any future maintenance costs on any Municipal Drain located on the property; and the owner shall provide a \$500.00 deposit, for each drain, to cover the cost of the re-apportionment of such drain(s).*

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

- d. Report DC 2021-011, Consent Application B16-21 Little Rest Farms Inc.,
c/o Dave Sealey

071

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report DC 2021-011 being a report on Consent Application (Severance) B16-21 known as Part Lot 7, Concession 3 in the geographic township of West Luther.

AND FURTHER THAT the Council of the Township of Wellington North supports consent application B16-21 as presented with the following conditions:

- *THAT the Owner satisfy all the requirements of the local municipality, financial and otherwise (included but not limited to Taxes paid in Full; a Fee of \$130.00 for Township Clearance Letter of conditions — or whatever fee is applicable at the time of clearance under the municipal Fees and Charges by-law) which the Township of Wellington North may deem to be necessary at the time of issuance of the Certificate of Consent for the proper and orderly development of the subject lands;*
- *THAT the Owner satisfy the requirements of the Township of Wellington North in reference to parkland dedication fee be \$1,000/lot or part lot created, in 2020; (or whatever fee is applicable at the time of clearance under the municipal Fees and Charges by-law) as provided for in the Planning Act, R.S.O. 1990;*
- *THAT driveway access can be provided to the retained lands to the satisfaction of the local municipality;*
- *THAT the retained lands be rezoned to restrict residential development to the satisfaction of the local municipality and the County of Wellington Planning and Development Department;*

- *THAT the owner enter into an agreement apportioning any future maintenance costs on any Municipal Drain located on the property; and the owner shall provide a \$500.00 deposit, for each drain, to cover the cost of the re-apportionment of such drain(s).*

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

3. Finance

- a. Cheque Distribution Report, April 29, 2021 077

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the Cheque Distribution Report dated April 29, 2021.

4. ADMINISTRATION

- a. Report CLK 2021-013 Sale of Land 079

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report CLK 2021-013 being a report on the sale of lands known Pt Pkts 6, 7, & 8, N/S Catherine St, Crown Survey Arthur Village being Part 1 on 61R-21412 Wellington Road 109;

AND FURTHER THAT Council hereby declares the lands as surplus to the needs of the municipality;

AND FURTHER THAT the Mayor and Clerk be authorized to execute the by-law to enter into the Agreement of Purchase and Sale.

- b. Report CLK 2021-014 Amendments to By-law 5000-05 Parking By-law 082

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report CLK 2021-014 being a report on amendments to By-law 5000-05 being the Parking By-law;

AND FURTHER THAT Council authorizes the Mayor and Clerk to sign a by-law to amend By-law 5000-05 Parking By-law.

- c. Report CLK 2021-015 Provincial Emergency Operations Centre (PEOC) Surge Capacity Roster 085

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report CLK 2021-015 being a report on Provincial Emergency Operations Centre (PEOC) Surge Capacity Roster;

AND FURTHER THAT Council direct the Chief Administrative Officer to sign an agreement with HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by THE SOLICITOR GENERAL that authorizes the Township Director of Legislative Services/Clerk, Karren Wallace to assist the Provincial Emergency Operations Centre as per the terms of the agreement.

5. COUNCIL

- a. Wellington North Power Inc. 093
- Correspondence dated April 29, 2021 regarding Wellington North Power Inc. - 2021 Annual Dividend

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Wellington North Power Inc., correspondence dated April 29, 2021, regarding Wellington North Power Inc. – 2021 Annual Dividend.

- b. Wellington North Power Inc. 094
- Correspondence dated April 28, 2021 regarding Wellington North Power Inc. – 2021 Annual Shareholder Meeting

Recommendation:

THAT the Council of the Corporation of Township of Wellington North receive correspondence dated April 28, 2021 from Wellington North Power Inc. regarding the 2021 Annual Shareholder Meeting;

AND FURTHER THAT the Council of the Corporation of the Township of Wellington North appoints the following persons representing the Township at the Wellington North Power Annual Shareholders meeting to be held May 25:

1. Councillor
2. Councillor
3. Councillor

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 May 10, 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 050-21 being a by-law to authorize the sale of real property being Pt. Plkts. 6, 7 & 8, N/S Catherine St, Crown Survey Arthur Village as in RON78827 except Pts. 1 & 2, 60R2465, Pts 1 & 2, 60R2514, Pts 1 & 2, 60R2590, Pt 2, 61R21412, Township of Wellington North, being Part 1, 60R21412 | 095 |
| b. By-law Number 052-21 being a by-law to amend By-law 5000-05 being a by-law to regulate the parking or stopping of vehicles on highways, public parking lots and in some instances, private property within the Township of Wellington North | 104 |
| c. By-law Number 053-21 being a by-law to set the rates for 2021 taxation and to provide for the collection thereof | 107 |
| d. By-law Number 055-21 being a by-law to authorize a sewage allocation agreement between The Corporation of the Township of Wellington North and 2574574 Ontario Inc. | 113 |
| e. By-law Number 056-21 being a by-law to authorize a sewage allocation agreement between The Corporation of the Township of Wellington North and Marlanna Homes Inc. | 119 |
| f. By-law Number 057-21 being a by-law to authorize a sewage allocation agreement between The Corporation of the Township of Wellington North and 2574574 Ontario Inc. | 125 |
| g. By-law Number 058-21 being a by-law to authorize a sewage allocation agreement between The Corporation of the Township of Wellington North and 2574574 Ontario Inc. | 131 |

Recommendation:

THAT By-law Number 050-21, 052-21, 053-20, 055-21, 056-21, 057-21 and 058-21 be read a First, Second and Third time and enacted.

CULTURAL MOMENT

- Celebrating the Hamlet of Petherton 137

CONFIRMING BY-LAW 059-21

138

Recommendation:

THAT By-law Number 059-21 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 May 10, 2021 be read a First, Second and Third time and enacted.

ADJOURNMENT

Recommendation:

THAT the Regular Council meeting of May 10, 2021 be adjourned at ___:___ p.m.

MEETINGS, NOTICES, ANNOUNCEMENTS		
Mount Forest Aquatics Ad-Hoc Advisory Committee – via video conferencing	Tuesday, May 18, 2021	7:00 p.m.
Wellington North Power Inc. Annual Shareholders Meeting	Tuesday, May 25, 2021	6:00 p.m.
Regular Council Meeting – via video conference	Tuesday, May 25, 2021	7:00 p.m.
Regular Council Meeting – via video conference	Monday, June 14, 2021	7:00 p.m.
Arthur BMX/Skateboard Park Committee	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

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

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

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:

33.101 Lot 6 Concession 5 7522 Sideroad 3 E	A-101	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 10TH DAY OF MAY 2021.

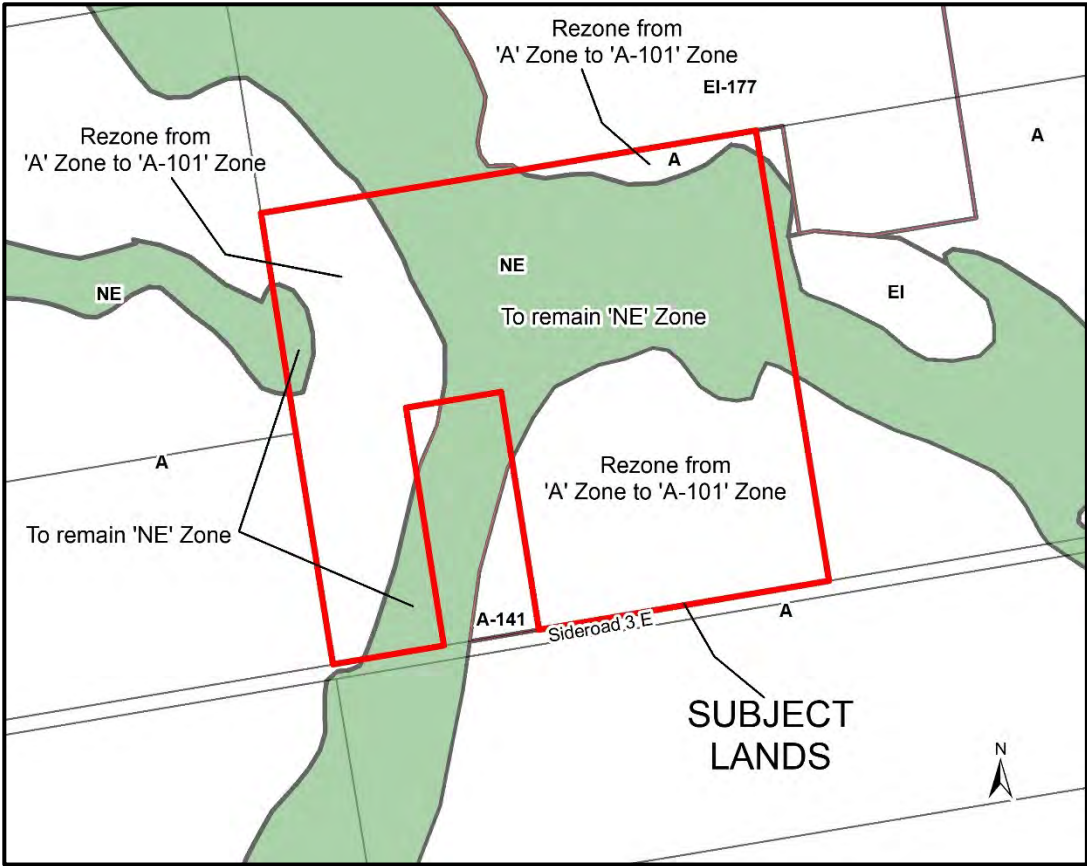
ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NO. 043-21

Schedule "A"



Passed this 10th day of May 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

BY-LAW NUMBER 054-21

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 legally described as 7076 Sideroad 2 E DIV 3 DIV 4 Pt Lot 3 EOSR RP 60 R2771; Pt 1, with civic address 9851 Highway 6, as shown on Schedule "A" attached to and forming part of this By-law from:
 - **Agricultural (A-120) to Agricultural Exception (A-1)**
2. That Section 33, Exception Zone is amended by deleting Exception A-120 and replacing it with the following:

33-120 7076 Sideroad 2 E DIV 3 DIV 4 Pt Lot 3 EOSR RP 60 R2771; Pt 1. 9851 Highway 6 (Hewvilla Farms)	A-120	<ol style="list-style-type: none"> 1. The provisions of Section 33.1 (A-1) of the Rural Area Exception zone apply to this property. 2. The existing MDS setback of 93m is recognized to the existing barn at 7076 Sideroad 2 E.
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3. THAT except as amended by this By-law, the land as shown on the attached Schedule 'A' shall be subject to all applicable regulations of Zoning By-law 66-01, as amended.

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

READ A FIRST, SECOND THIRD TIME THIS 10TH DAY OF MAY 2021.

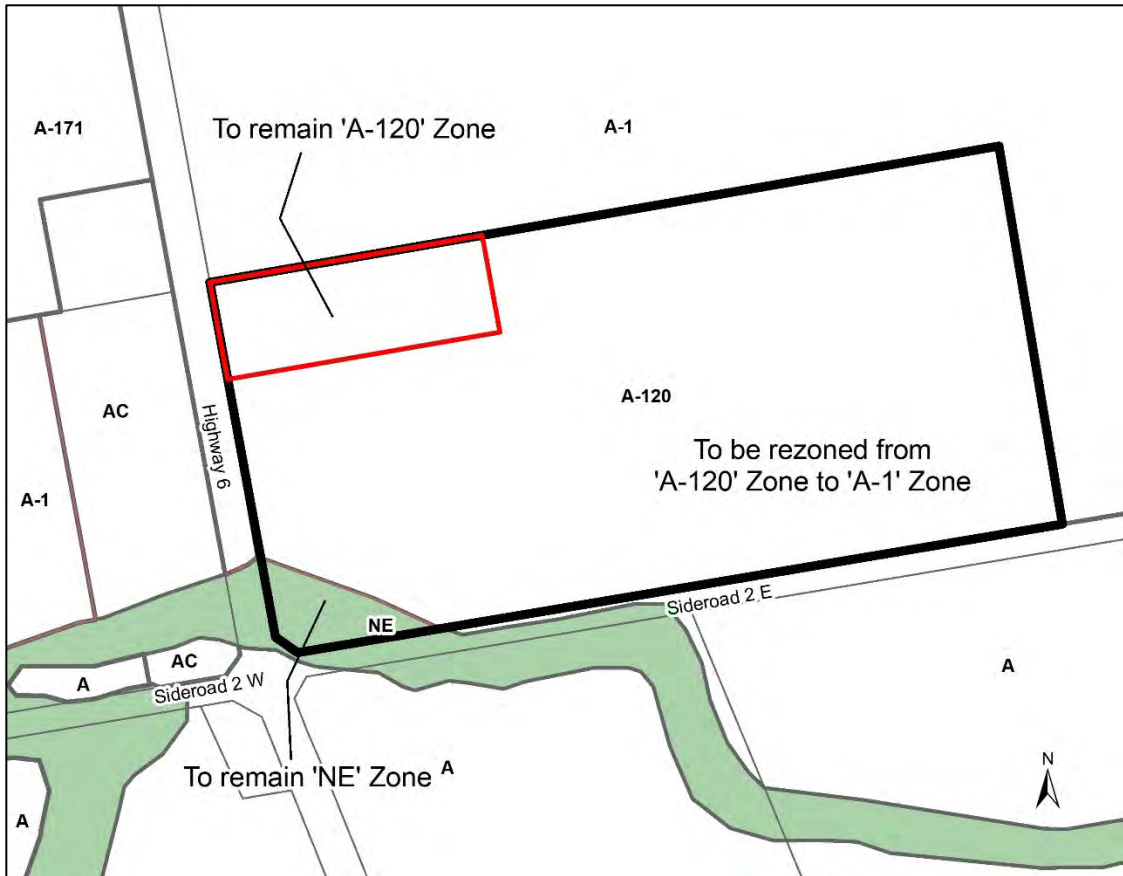
ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NO. 054-21

Schedule "A"



Passed this 10th day of May 2021.

MAYOR

CLERK

EXPLANATORY NOTE

BY-LAW NUMBER 054-21

THE LOCATION OF THE SUBJECT LANDS

The subject property is legally described as 7076 Sideroad 2 E DIV 3 DIV 4 Pt Lot 3 EOSR RP 60 R2771; Pt 1, with civic address 9851 Highway 6. The lands subject to the amendment is 19.66 ha (48.6 ac) in size and are currently zoned Site Specific Agriculture (A-120).

THE PURPOSE AND EFFECT of the amendment is to rezone the subject lands to replace the existing Agricultural Site Specific (A-120) zoning on the retained lands to remove the second dwelling provisions. The retained lands will be rezoned to A-1 zone which prohibits any new livestock operations. The existing livestock barn for horse breeding can continue to operate under the new A-1 zone. Furthermore, the zone amendment will amend the existing A-120 zone on the severed lands to prohibit any new livestock facilities and address the MDS deficiency from the closest barn located on the retained lands.

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NUMBER 051-21

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 legally described as Part Lot 16 Concession 14, Concession 13 Part Lot 16 & 17, as shown on Schedule "A" attached to and forming part of this By-law from **Agricultural (A) to Agricultural Exception (A-104)**

<p>31.104 Part Lot 16 Con 14, Con 13 Part Lot 16 & 17 Christian Martin</p>	<p>A-104</p>	<p>Notwithstanding Section 6.14 d) of this By-law, a maximum floor area of 557.4 m² (6,000 ft²) for all buildings is permitted for a home industry which shall include but is not limited to; generator room, lunchroom, office, mechanical room, basement area and inside storage areas.</p> <p>Notwithstanding Section 6.14 f) of this By-law, a maximum of six (6) employees who are not permanent residents on the property shall be engaged in the Home Industry.</p>
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2. 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.

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

READ A FIRST, SECOND THIRD TIME THIS 10TH DAY OF MAY 2021.

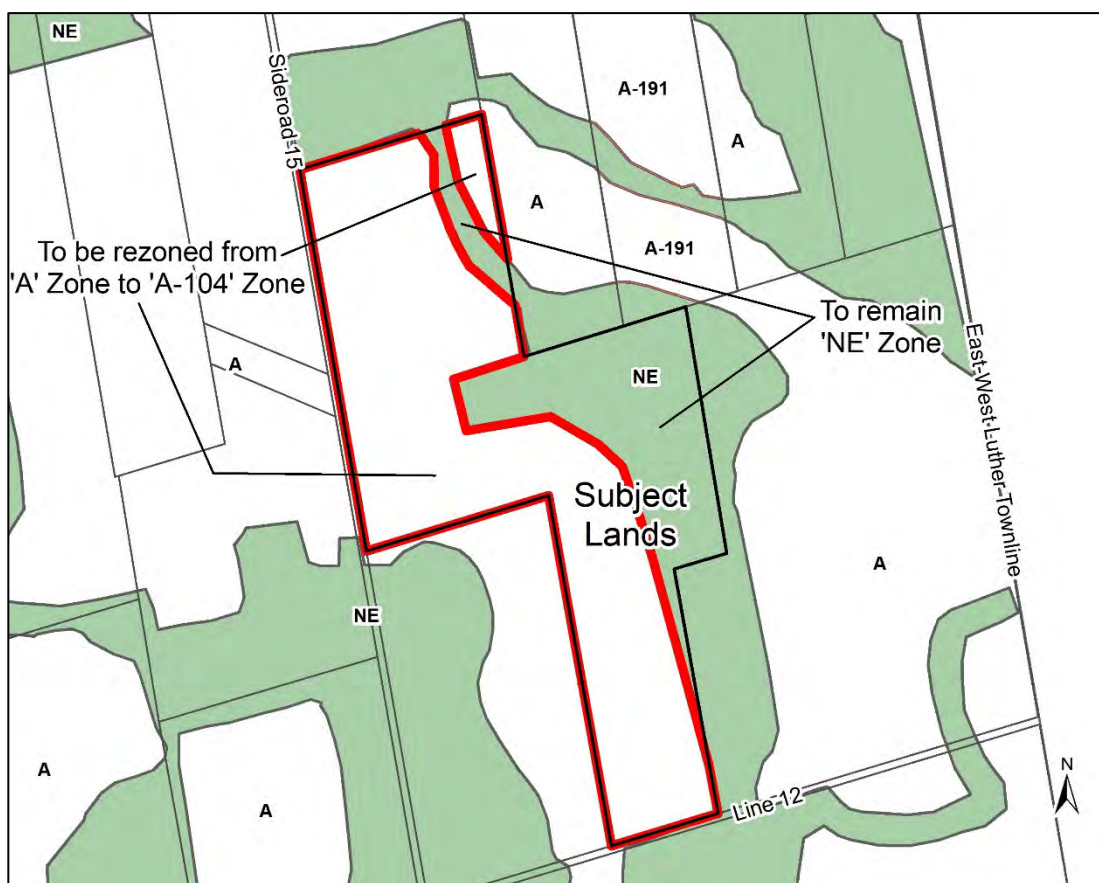
ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NO. 051-21

Schedule "A"



Passed this 10th day of May 2021.

MAYOR

CLERK

EXPLANATORY NOTE

BY-LAW NUMBER 051-21

THE LOCATION OF THE SUBJECT LANDS

The subject property is legally described as Part Lot 16 Concession 14, Concession 13 Pt Lot 16 & 17. The lands subject to the amendment is 104.95 ha (259.36 ac) in size and are currently zoned Agriculture (A) and Natural Environment (NE).

THE PURPOSE AND EFFECT of the amendment is to rezone the subject lands to permit an on farm diversified use. The applicant is proposing to construct a 557.4 m² (6,000 ft²) metal shop and seeking relief to permit a maximum of six (6) employees on site.



WELLINGTON NORTH

SEMPER PORRO

DEPUTATION REQUEST FORM

For all deputation requests, please complete this form and submit no later than 12:00 noon on the Tuesday preceding the 2:00pm Council Meeting, 12:00 noon on Wednesday preceding the 7:00pm Council Meeting, or five business days in advance of a Committee Meeting.

Name of Deputation(s)	Rob Stovel		
Attending as an Individual	<input type="checkbox"/>	Representing a Group/Business/Organization	<input checked="" type="checkbox"/>
Name of Group/Business/Organization:	Fran and George Turnbull		
Address:	651 Orangeville Road, Fergus ON		
Email:	stovel.associates@sympatico.ca	Phone:	519-766-8042
Meeting Type:	Council <input type="checkbox"/>	Committee (Includes Ad Hoc) <input type="checkbox"/>	Meeting Date:

SUBJECT MATTER:	7985 Wellington Road 109 Arthur ON
Provide Description:	<p>Fran and George Turnbull want to be included in the Urban Centre Limits for Arthur. The Turnbull's have lived in Arthur since 1997 and have proudly contributed to the locally economy. The Prime Agricultural designation and Agricultural zoning are inappropriate for the lands in question given surrounding land users and the fact that municipal services are available. Substantial portion of the subject lands has already been converted from agricultural to a residence with manicured lawn. These lands are not mapped as agriculture soils by the Province.</p>

<p>Recommendation/Request of Council: (What action would you like the Township of Wellington North to take with respect to your matter)</p> <p>It is my opinion that there is ample justification to include the Turnbull parcel in the Arthur UC. I conclude that it would be good planning, it would meet the demand for accelerated and future demands for the municipality and it would be in the public interest. I welcome the opportunity to review the planning merits of this proposal and i wish to extend to you, and other members of Council, an offer to meet and discuss the Turnbull Property in the context of future growth in the municipality.</p>
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Estimated Municipal Financial Impact:	CAPITAL \$	ANNUAL OPERATING \$
<p>Other Details:</p> <p>I submitted a letter to Councilor Steve McCabe on April 22, 2021 that summarizes the reasons for inclusion. This letter was copied to the Township and County of Wellington. The inclusion of these lands in Arthur U.C. will provide for economic use of existing municipal services and future development lands.</p>		

Signature:  Date: April 29, 2021
Electronic Signature Accepted

Please submit to:

Karren Wallace, Director Legislative Services/Clerk

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

Email kwallace@wellington-north.com | Phone 519-848-3620 Ext 4227 | Fax 519-848-3228

All deputation form requests and submissions and information therein will be circulated publicly on the Council or Committee Agenda. Electronic presentations not circulated via email in advance of the meeting cannot be presented on Wellington North electronic equipment via USB keys. A deputation is limited to a maximum of ten (10) minutes unless an extension of no more than a further five (5) minutes is approved by resolution of Council. The number of deputations will be limited to three (3) at any meeting of Council. **Council or Committee, may in their discretion, refuse to hear any deputation.**

Notice of Collection/Use/Disclosure: All information submitted in support of meetings of Council/Committee/Planning deliberations/ is collected in accordance with the Municipal Act, 2001, s. 8 and 239 (1) and may be used in deliberations, and disclosed in full, including email, telephone numbers, names and addresses on agendas and to persons requesting access to records of Council/Committee/Planning Committee. All information submitted to the municipality is subject to disclosure under the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA). Questions about this notice of collection should be directed to the Clerk's office (519) 848-3620.

Stovel and Associates Inc.
Planners, Agrologists and Environmental Consultants

April 22, 2021

Councillor Steve McCabe
Township of Wellington North
7490 Sideroad 7 West
Kenilworth, ON
N0G 2E0

RE: Fran and George Turnbull
7985 Wellington Road 109
Arthur, ON

Dear Mr. McCabe:

Stovel and Associates Inc. has been retained by Fran and George Turnbull to review background mapping associated with the upcoming Municipal Comprehensive Review ("MCR") that the County of Wellington ("County") is undertaking with respect to the Urban Centre Limits for Arthur. Fran and George own a property immediately abutting Arthur. It was their sincere hope and expectation that their lands would be included in the Urban Centre ("UC") Limits.

The Turnbull's have resided in Arthur since 1997 and have proudly contributed to the local economy. Fran Turnbull is a long-time resident of the municipality and she currently operates her small business, Arthur Cash and Carry, in downtown Arthur. George is a local contractor and has been part of the construction trade in the County for over three decades.

Figure 1 illustrates the location of the Turnbull property.

The Turnbull property is approximately 12.8 acres in size and has frontage on County Road 109 and County Road 12. The property is surrounded by non-farm uses including: residential lots, and commercial lands (including lands associated with the LCBO, Arthur Chrysler, Dodge, Jeep Limited, Rooney Motors, Petro-Canada Gas Bar, Wash World Carwash and Chuck's Roadhouse and plaza).

Recently, the Turnbull's contacted Township staff to inquire about the future status of their property in respect to the upcoming review of the UC Limits. They were informed that because their lands are designated Prime Agriculture, they should not expect to be included in the UC limits. This is not good planning and in the following paragraphs, I would like to explain why this approach needs to be reconsidered.

In considering the Turnbull property, I would like to bring your attention to the following important considerations:

1. **Growth Plan:** The new approach to the Land Needs Assessment has greater latitude in the data inputs and assumptions that can be used under the new assessment and – more importantly – municipalities may also consider alternate assumptions about growth due to the changes to the Provincial policy context, notably amendments to *A Place to Grow: Growth Plan for the Greater Golden*

Horseshoe (2019). This means that the Township of Wellington North has the ability and flexibility to bring more land into the Urban Centre than was set out by the County in the 2016 assessment. The Township Council is in control of this process and there is inherent flexibility in the assessment model to make minor revisions, such as those requested by the Turnbull's.

2. Existing Infrastructure: The subject lands can be easily serviced by municipal water and sewer. This infrastructure is located on County Road 109 and could readily service the site. This is a tremendous benefit to the community as additional infrastructure would not be required to service the lands.
3. Not All Prime Agricultural: Figure 2 illustrates the Soils Mapping for the Turnbull property. Please note that the northern portion of the property is mapped as Unclassified, due primarily to the fact that portions of the Turnbull property have been converted to non-agricultural uses, including a house, detached garage and manicured lawn. Clearly, these lands are not Prime Agricultural Lands.
4. Agricultural Zoning Is Inappropriate: The permitted uses in the Agricultural Zone are largely inappropriate for the subject property, given its proximity to existing non-farm uses (including houses) and the UC for Arthur. For instance, it is my opinion that the placement of a livestock operation on the subject property would not be good planning and could result in a land use conflict because the surrounding area is primarily non-agricultural.
5. GRCA: Figure 3 illustrates the subject property in relation to the regulation limits for the GRCA. Please note that the balance of the Turnbull property is not regulated by the GRCA; the site has no environmental constraints associated with it.
6. COVID-19: The effect of the pandemic of land use planning in Southern Ontario will be profound. At present, we are experiencing some of the highest land values ever experienced in the Province. Locally, month-to-month increases in real estate values has increased between 5-10%. It is clear that there is an increasing demand for more ground-related units than would be accounted for within the Provincial and County-wide modelling. There is already some anecdotal evidence of an accelerating migration from the GTA to surrounding municipalities arising out of the abrupt changes brought about by the COVID pandemic. Housing prices will continue to climb. Ignoring the demand for new housing beyond the predictions set out in the 2016 modelling exercise is just not good planning.

Given the aforementioned, it is my opinion that there is ample justification to include the Turnbull parcel in the Arthur UC. I conclude that it would be a good planning, it would meet the demand for accelerated and future demands for the municipality and it would be in the public interest. I welcome the opportunity to review the planning merits of this proposal and I wish to

extend to you, and other members of Council, an offer to meet and discuss the Turnbull property in the context of future growth in the municipality.

Please do not hesitate to contact me should you have any questions.

Yours truly,

A handwritten signature in black ink that reads "R. Stovel". The signature is written in a cursive, slightly slanted style.

Robert P. Stovel, M.Sc., M.C.I.P., R.P.P., P.Ag.

cc. Fran and George Turnbull
Michael Givens, CAO, Wellington North
Curtis Marshall, Manager of Development Planning, County of Wellington



FIGURE 1 - Location of Subject Land

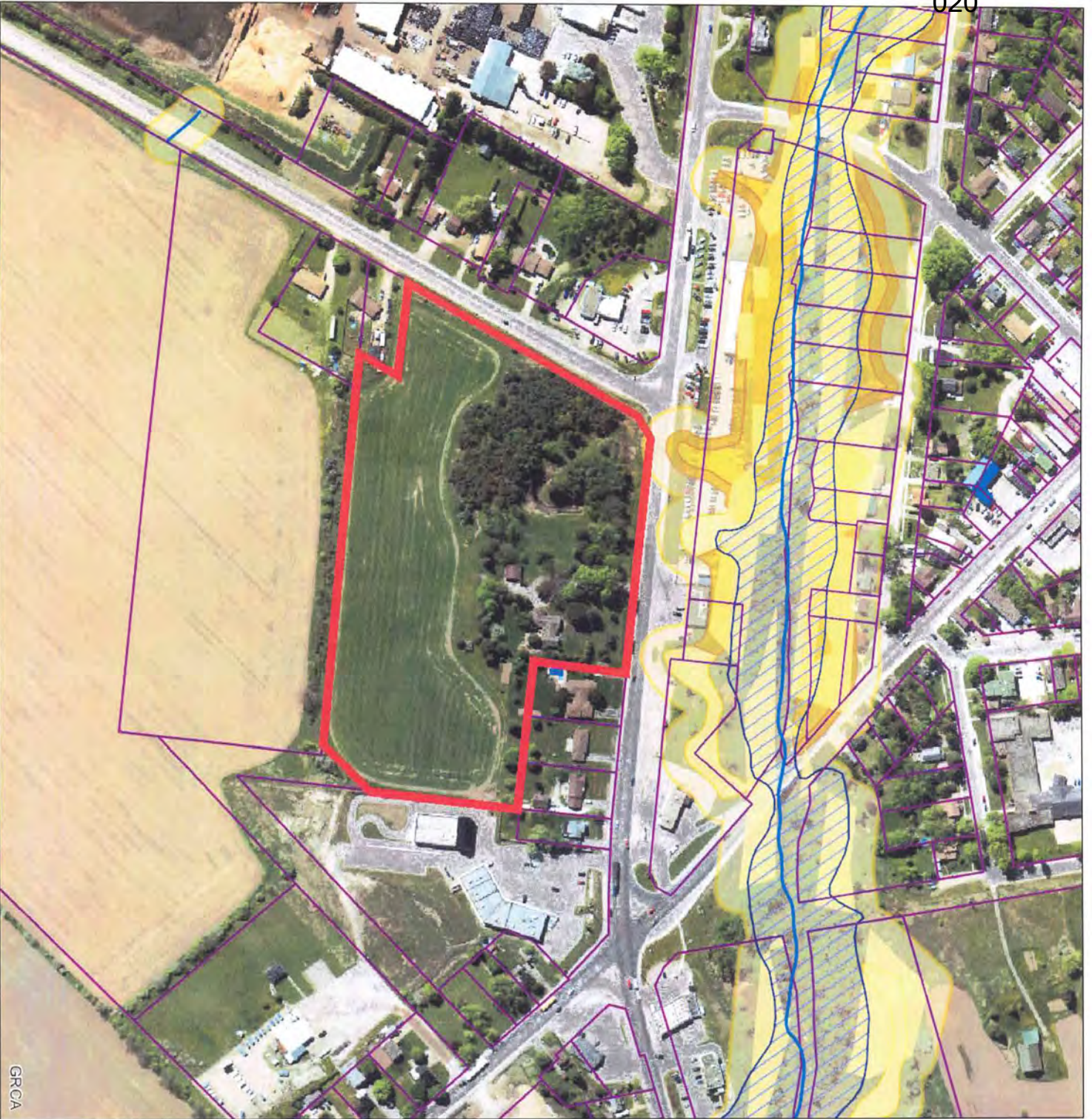
FIGURE 2: Turnbull CLI



Legend

- @ language-layer-assessment-parcel
- @language-layer-soil-capabilit
- Unclassified
- Class 1
- Class 2
- Class 3
- Class 4
- Class 5
- Class 6
- Class 7
- Organic Soil
- Water

This map should not be relied on as a precise indicator of routes or locations, nor as a guide to navigation. The Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA) shall not be liable in any way for the use or any information on this map, of, or reliance upon, this map.



Turnbull Property - Arthur

Site is not impacted by GRCA regulations

FIGURE 3:
 GRCA Regulated Area

Legend

- Regulation Limit (GRCA)
 - Regulated Watercourse (GRCA)
 - Regulated Waterbody (GRCA)
 - Wetland (GRCA)
 - Floodplain (GRCA)
 - Engineered
 - Estimated
 - Approximate
 - Special Policy Area
- Slope Valley (GRCA)
- Sleep
 - Oversteep
 - Sleep
 - Sleep
- Slope Erosion (GRCA)
- Oversteep
 - Toe
- Lake Erie Flood (GRCA)
 - Lake Erie Shoreline Reach (GRCA)
 - Lake Erie Dynamic Beach (GRCA)
 - Lake Erie Erosion (GRCA)
 - Parcel - Assessment (MPAC/MNRF)

This legend is static and may not fully reflect the layers shown on the map. The text of Ontario Regulation 150/06 supercedes the mapping as represented by these layers.

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Disclaimer: This map is for illustrative purposes only. Information contained herein is not a substitute for professional review or a site survey and is subject to change without notice. The Grand River Conservation Authority takes no responsibility for, nor guarantees, the accuracy of the information contained on this map. Any interpretations or conclusions drawn from this map are the sole responsibility of the user.

The source for each data layer is shown in parentheses in the map legend. For a complete listing of sources and citations go to <https://maps.grandriver.ca/sources-and-citations.pdf>



**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
MINUTES OF REGULAR COUNCIL MEETING – APRIL 26, 2021 AT 2:00 P.M.
CLOSED SESSION TO FOLLOW OPEN SESSION
VIA WEB CONFERENCING <https://www.youtube.com/watch?v=ltDBm8f7bG8>**

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
Economic Development Officer:	Dale Small
Director of Operations:	Matthew Aston
Manager, Environment and Development Services:	Corey Schmidt
Community Recreation Coordinator:	Mandy Jones
Manager of Recreation Services:	Tom Bowden
Chief Building Official:	Darren Jones
Human Resources Manager:	Chanda Riggi
Director of Fire Services/Fire Chief:	Chris Harrow
Fire Prevention Officer/Deputy Chief:	Marco Guidotti
Deputy Chief:	Callise Loos
Manager of Development Planning:	Curtis Marshall
Planner:	Matthieu Daoust
P. Eng., Triton Engineering:	Dustin Lytle

CALLING TO ORDER

Mayor Lennox called the meeting to order.

ADOPTION OF THE AGENDA

RESOLUTION: 2021-113

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT the Agenda for the April 26, 2021 Regular Meeting of Council be accepted and passed.
CARRIED

DISCLOSURE OF PECUNIARY INTEREST

Councillor Burke declared a pecuniary interest with the Sobeys portion of the Public Meeting as she is employed by Sobeys.

Councillor Yake declared a pecuniary interest with Items for Consideration, 6. Operations, Report OPS 2021-012 being a report on the sewage allocation specifically 2574574 Ontario Inc. Wellington Street East Project – 24 units as he and his spouse own property in the 2574574 Ontario Inc. development.

COUNTY COUNCIL UPDATE

Andy Lennox, Mayor

The County is doing the first leaf and yard waste pickup this week in Wellington North urban areas. There is also free drop off of leaf and yard waste at the Riverstown Landfill from now until the fall.

Public Health has been doing Covid vaccinations where people can preregister and make appointments through Public Health and the County has redeployed some staff on a full-time basis to assist at clinics. The Public Health are offering Pfizer and Moderna vaccines through clinics in Fergus, that run weekly, and mobile clinics moving around various parts of northern Wellington County, primarily in Arthur, Mount Forest, Drayton or Palmerston. People can now also get vaccinated through local pharmacies and some family doctors. Walsh's Pharmacy in Arthur and Mount Forest are eligible to deliver vaccines. Progress is being made on vaccinations, however, vaccine supply has been an issue. We received news today that we will receive more vaccine throughout the month of May. If that carries on as intended, we could reach the target of 60% of the eligible vaccinated by the end of May. That is an important milestone as at 60% easing of Public Health measures can begin. Mayor Lennox encouraged those eligible to get vaccinated.

PRESENTATIONS

1. Barb Leigh, Mount Forest Block Parents

Ms. Leigh provided a history of the Block Parent® Program, the mission, information on what Block Parents do and do not do, who may become a Block Parent, screening process, how to become a Block Parent, signage, and funding.

Mount Forest Block Parents' requested a resolution from Council supporting their program to allow them to recruit/screen/train Block Parent volunteers, educate the community and schools about the program, and seek out fundraising opportunities to cover administrative costs, advertising, meetings, and marketing materials.

RESOLUTION: 2021-114

Moved: Councillor McCabe

Seconded: Councillor Burke

Be it resolved that Council of the Corporation of the Township of Wellington North endorses a Block Parent® Program in the Township of Wellington North.

CARRIED

RECESS TO MOVE INTO PUBLIC MEETING

RESOLUTION: 2021-115

Moved: Councillor Hern

Seconded: Councillor Yake

THAT the Council of the Corporation of the Township of Wellington North recess the April 26, 2021 Regular Meeting of Council for the purpose of holding a Public Meeting under the Planning Act at 7:17 p.m.:

- *Sobeys , Public Meeting*
- *Trudy Matusinec and Jamie Cox, Public Meeting (H Removal)*
- *Eastridge Landing Phase 3, Public Meeting (H Removal)*

CARRIED

RESUME REGULAR MEETING OF COUNCIL

RESOLUTION: 2021-116

Moved: Councillor Yake

Seconded: Councillor Hern

THAT the Council of the Corporation of the Township of Wellington North resume the April 26, 2021 Regular Meeting of Council at 8:14 p.m.

CARRIED

PASSAGE OF BY-LAWS ARISING FROM PUBLIC MEETING

- a. By-law Number 047-21 being a by-law to amend By-law 66-01, being a Zoning By-law for the Township of Wellington North. (Concession 1 Part Lot 36; RP 61R21331 Part 1 and municipally known as 7619 Jones Baseline)

RESOLUTION: 2021-117

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT By-law Number 047-21 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. (Concession 1 Part Lot 36; RP 61R21331 Part 1 and municipally known as 7619 Jones Baseline)

CARRIED

- b. By-law Number 048-21 being a by-law to amend By-law 66-01, being a Zoning By-law for the Township of Wellington North. (Part Lot 1, Concession 1 (West Luther), 61R10568, Arthur, Township of Wellington North – Eastridge Landing Phase 3)

RESOLUTION: 2021-118

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT By-law Number 048-21 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 1, Concession 1 (West Luther), 61R10568, Arthur, Township of Wellington North – Eastridge Landing Phase 3)

CARRIED

DEPUTATIONS

1. Arthur Green Developments Inc.
 - Sewage Allocation Approval Site Plan

Paolo Pambianchi, Arthur Green Developments Inc., appeared before Council to confirm the sewage allocations for the building proposal of revamping of the Queen's Hotel. Through conversation with public works department, they understand there will upgrading on George Street this summer / fall noting it would be natural to collaborate with the installation of new water services and new sewer services to the site with the contemplation of potential future development. They would also like to install a fire hydrant at the rear of their property, which will allow for the laterals that will eventually provide capacity for additional development and fire protection to the parking lot that is shared with the municipality. The developer interprets the property that this should not be treated as a new greenfield development and should be given its existing allotment, which was calculated in 2017 that included all the bathroom facilities for the tavern plus all the bar provisions, the hotel / residential uses on the second floor. Through their calculations and analysis, they propose to request additional 27 fixture units. The heavy tavern use will be redeployed to a lighter use in the form of the proposed hotel on the main floor and the residential units on the second and third floor. As was typical of these historical buildings; when the Queen's Hotel was built and plumbed at a time when storm water management facilities didn't necessarily exist, so the roof water leaders and roof drains contributed to the sanitary. Through this development and reorganizing of the building that has been removed and has a larger impact on reducing fixture units.

Matthew Aston, Director of Operations, stated that the 27 fixture units would be equivalent to 12 sewage allocation units.

2. Archcon Group Inc.

- Development Proposal and Approval of Sewage Allocation

Marty McDonald, and Ken Matthews, Archcon Group Inc. and Hawkey Church Management appeared before Council to present the proposed 32-unit project for the property located at 773 Princess Street, Mount Forest, the former Superior Tire location. The building has been demolished. They feel the proposed development fits well with the area. It will be geared to the 55 plus age group and provide rental units close to the hospital and long-term care. One of the items from a pre-consultation regarding the project is sewage allocation. They do not have a site plan agreement but are working through the documentation. The sewage allocation document was reviewed to determine if everything was favourable. They believe everything else looks favourable.

Council acknowledged that the developers are eager to proceed but expressed concern that this project needs to go through the public process first.

3. Cachet Developments (Arthur) Inc.

- Sewage Allocation Application

Marcus Gagliardi, Development Planner, Cachet Homes, presented an update regarding their project. The plan has been changed to give consideration to Council and public comments from the previous meeting. The 36ft. lots. All lots will be 40ft, with the exception of the townhouse units. A park area has been included. This plan will also be contributing to the modernization of Preston Street North. They are looking to move quickly and would not be sitting on sewage allocation. Draft approval of the project will be coming in the next 3 to 4 weeks.

ADOPTION OF MINUTES OF COUNCIL AND PUBLIC MEETING

1. Regular Meeting of Council, April 12, 2021
2. Public Meeting, April 12, 2021

RESOLUTION: 2021-119

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT the minutes of the Regular Meeting of Council and the Public Meeting held on April 12, 2021 be adopted as circulated.

CARRIED

BUSINESS ARISING FROM PREVIOUS MEETINGS OF COUNCIL

No business arising from previous meetings of Council.

IDENTIFICATION OF ITEMS REQUIRING SEPARATE DISCUSSION

3b, 3d, 5a, 6a, 7a

ADOPTION OF ALL ITEMS NOT REQUIRING SEPARATE DISCUSSION

RESOLUTION: 2021-120

Moved: Councillor Yake

Seconded: Councillor Hern

THAT all items listed under Items For Consideration on the April 26, 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 Saugeen Valley Conservation Authority meeting held on March 18, 2021.

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Saugeen Valley Source Protection Authority, Meeting #31, held on January 22, 2021.

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Mount Forest District Chamber of Commerce meetings held on March 9, 2021 and April 13, 2021 and the March 31, 2021 Financials.

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Mount Forest Business Improvement Association meeting held on April 13, 2021.

THAT the Council of the Corporation of the Township of Wellington North receive Report CBO 2021-04 being the Building Permit Review for the period ending March 31st, 2021.

THAT the Council of the Corporation of the Township of Wellington North receive Report CBO 2021-05 being a report on an updated By-law Under the Building Code Act Respecting Permits and Related Matters.

THAT the Council of the Corporation of the Township of Wellington North receive Report EDO 2021-012 being a report on the Grants & Donations Community Development Program; AND FURTHER THAT Council, in recognition of the important role that not-for-profit organizations and community groups play in our municipality, approves the recommendations as contained in this report.

THAT the Council of the Corporation of the Township of Wellington North receive for information Report EDO 2021-014 being an update on the Saugeen Connects Advancing Women Economically (AWE) program.

THAT the Council of the Corporation of the Township of Wellington North receive the Cheque Distribution Report dated April 19, 2021.

THAT the Council of the Corporation of the Township of Wellington North receive the First Quarter 2021 Financial Update.

THAT the Council of the Corporation of the Township of Wellington North receive the Wellington North Fire Service, Quarter One Update 2021.

THAT the Council of the Corporation of the Township of Wellington North receive Report OPS 2021-016 being a report on the award of the Township's 2021 asphalt program; AND FURTHER THAT Council award the request for tender to The Murray Group Limited at a cost of \$544,190.80 plus applicable taxes.

CARRIED

CONSIDERATION OF ITEMS FOR SEPARATE DISCUSSION AND ADOPTION

RESOLUTION: 2021-121

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North receive Report EDO 2021 – 013,

AND FURTHER THAT Council approves the following Façade Improvement Grants:

- \$2,500 to Freycom, at 130 & 142 Main Street North in Mount Forest*
- \$2,500 to Paul Van Grootheest owner of 244 George Street in Arthur.*
- \$ 700 to the Iscreamm Cone Company at 207 George Street in Arthur*

AND FURTHER THAT Council approves grants totaling \$6,500 to Peter Irvine, owner of 9121 Highway 6, which was the past home to the Kenilworth Country Kitchen.

CARRIED

RESOLUTION: 2021-122

Moved: Councillor Hern

Seconded: Councillor Yake

THAT the Council of the Corporation of the Township of Wellington North receive Report EDO 2021-015 being an update on the Wellington North Shop Local Sidewalk Saturday Shopping Program,

AND FURTHER THAT Council supports promoting downtown shopping and ensuring physical distancing in a safe and comfortable environment by authorizing the closure of George Street in Arthur and Main Street in Mount Forest on the following Saturdays:

- *Main Street, Mount Forest July 10th, and August 14th*
- *George Street, Arthur June 26th, and Sept 11th, pending Connecting Link schedule*

CARRIED

RESOLUTION: 2021-123

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North receive Report DFC 2021-003 Master fire plan;

AND FURTHER THAT Council approve the master fire planning process as submitted by the fire service management team.

CARRIED

RESOLUTION: 2021-124

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT the Council of the Township of Wellington North receive Report OPS 2021-013 being a report on the 2021 sewage allocations;

AND FURTHER THAT Council direct staff to work towards entering a sewage allocation agreement with the following developers in Mount Forest:

- *2574574 Ontario Inc. for 391 Main Street North Project – 33 Units;*
- *Marlanna Homes for King Street East / Newfoundland Street Project – 24 Units; and*
- *2574574 Ontario Inc. for Jack's Way Project – 60 Units*

AND FURTHER THAT Council authorize the Mayor and Clerk to sign a by-law to enter into the agreements;

AND FURTHER THAT Council award twenty (20) units of sewage allocation to the Building Department for distribution for infill lots within the Arthur;

AND FURTHER THAT Council award forty-six (46) units of sewage allocation to the Building Department for distribution during the next year for infill lots within Mount Forest.

CARRIED

Councillor Yake removed himself from the meeting as he had previously declared a conflict with the sewage allocation for 2574574 Ontario Inc. Wellington Street East Project – 24 units.

RESOLUTION: 2021-125

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT the Council of the Township of Wellington North direct staff to work towards entering a sewage allocation agreement with the following developers in Mount Forest:

- *2574574 Ontario Inc. for Wellington Street East Project – 24 Units.*

CARRIED

Councillor Yake returned to the meeting.

RESOLUTION: 2021-126

Moved: Councillor Yake

Seconded: Councillor Burke

THAT Council of the Township of Wellington North receives the deputation by Arthur Green Developments Inc.;

AND FURTHER THAT Council direct staff to work towards entering a sewage allocation agreement with Arthur Green Developments Inc. for 164 George Street Project – 12 Units;

AND FURTHER THAT Council authorize the Mayor and Clerk to sign the by-law to enter into the agreement;

AND FURTHER THAT Council waive Procedure Clause 2 as detailed within the Township's policy # 012-19, titled "Sewage Allocation Policy", dated April 12, 2021.

CARRIED

RESOLUTION: 2021-127

Moved: Councillor McCabe

Seconded: Councillor Hern

THAT Council of the Corporation of the Township of Wellington North receive the deputation by Cachet Developments (Arthur) Inc.;

AND FURTHER THAT Council direct staff to work towards entering a sewage allocation agreement with Cachet Developments (Arthur) Inc. for Preston Street Project – 39 Units;

AND FURTHER THAT Council authorize the Mayor and Clerk to sign the by-law to enter into the agreement;

AND FURTHER THAT Council waive Procedure Clause 2 as detailed within the Township's policy # 012-19, titled "Sewage Allocation Policy", and dated April 12, 2021.

CARRIED

RESOLUTION : 2021-128

Moved : McCabe

Seconded Hern

THAT the resolution regarding sewage allocation for Archcon Group Inc. be amended to add the following clause.

AND FURTHER THAT sewage allocation allotments be conditional on the applicant obtaining zoning by-law amendment.

CARRIED

RESOLUTION: 2021-129

Moved: Councillor McCabe

Seconded: Councillor Hern

THAT Council of the Township of Wellington North receive the deputation by Archcon Group Inc.;

AND FURTHER THAT Council direct staff to work towards entering a sewage allocation agreement with Archcon Group Inc. for 773 Princess Street Project – up to 32 Units;

AND FURTHER THAT Council authorize the Mayor and Clerk to sign the by-law to enter into the agreement;

AND FURTHER THAT Council waive Procedure Clause 2 as detailed within the Township's policy # 012-19, titled "Sewage Allocation Policy", and dated April 12, 2021;

AND FURTHER THAT sewage allocation allotments be conditional on the applicant obtaining zoning by-law amendment.

CARRIED

RESOLUTION: 2021-130

Moved: Councillor Hern

Seconded: Councillor Yake

THAT the Council of the Corporation of the Township of Wellington North receive for information CLK Report 2021-012 being a report on licensed kennels in North Wellington.

CARRIED

NOTICE OF MOTION

None

COMMUNITY GROUP MEETING PROGRAM REPORT

Councillor Hern (Ward 3):

- Mount Forest & District Chamber of Commerce will be scheduling a meeting to update their by-laws.
- Arthur Business Improvement Area is supporting shopping Saturday, connecting link and is working with the Chamber of Commerce regarding responsibilities for downtown that are not part of the Chamber's mandate.

Councillor McCabe (Ward 4):

- Attended the Saugeen Valley Conservation Authority Executive Meeting held on Thursday of last week.

BY-LAWS

- a. By-law Number 045-21 being a by-law to authorize a Sewage Allocation Agreement between The Corporation of the Township of Wellington North and 940749 Ontario Limited
- b. By-law Number 046-21 being a by-law under the Building Code Act respecting permits and related matters

RESOLUTION: 2021-131

Moved: Councillor Yake

Seconded: Councillor Hern

THAT By-law Number 045-21 and 046-21 be read a First, Second and Third time and enacted.

CARRIED

CULTURAL MOMENT

Celebrating Mitch Keirstead

THE April 26TH CULTURAL MOMENT IS A REPRINT OF OUR October 2nd, 2013 Cultural moment that celebrated Mitch Keirstead.

Mitch Keirstead comes from a large family of brothers and sisters who are all well known Ontario artists, the most famous being his brother James. Keirstead paintings have been sought after for over 30 years and depict scenes of the Ontario countryside and common activities. Often bringing back fond childhood memories, they bring special appeal to purchasers of his work.

His pieces are being displayed in private homes and galleries around the world.

Mitch prefers to produce many of his works using a delicate knife technique with oils creating a very realistic scene. Apart from being a successful artist, Mitch also runs a successful gift shop in Arthur – Eclectica.... The Gift Store.

NOTE FROM THE CULTURAL ROUNDTABLE:

Earlier this year Mitch and Grace announced their retirement after serving Arthur and area residents for nearly 18 years. We encourage everyone to drop in to Eclectica between now and summer, or send them a message on social media, to wish them all the best.

Mitch has also indicated that he has no intentions of totally leaving the community, as he plans to continue to serve out his term, on the Board of Directors of the Arthur Business Improvement Association.

CLOSED MEETING SESSION

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

- (b) personal matters about an identifiable individual, including municipal or local board employees;

RESOLUTION: 2021-132

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North go into a meeting at 10:21 p.m. that is closed to the public under subsection 239 (2) of the Municipal Act, 2001, specifically:

- (b) *personal matters about an identifiable individual, including municipal or local board employees;*

1. REPORTS

- CBO 2021-05 Building Department Service Delivery

2. REVIEW OF CLOSED SESSION MINUTES

- April 12, 2021

3. RISE AND REPORT FROM CLOSED MEETING SESSION

RESOLUTION: 2021-133

Moved: Councillor Hern

Seconded: Councillor Yake

THAT the Council of the Corporation of the Township of Wellington North rise from a closed meeting session at 10:31 p.m.

CARRIED

RESOLUTION: 2021-134

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North receive Report CBO 2021-05 Building Department Service Delivery;

AND FURTHER THAT Council approve the confidential direction to staff.

CARRIED

RESOLUTION: 2021-135

Moved: Councillor Yake

Seconded: Councillor Hern

THAT the Council of the Corporation of the Township of Wellington North approve the Closed Meeting Minutes of the April 12, 2021 Council Meeting

CARRIED

CONFIRMING BY-LAW 049-21

RESOLUTION: 2021-136

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT By-law Number 049-21 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 26, 2021 be read a First, Second and Third time and enacted.

CARRIED

ADJOURNMENT

RESOLUTION: 2021-137

Moved: Councillor Hern

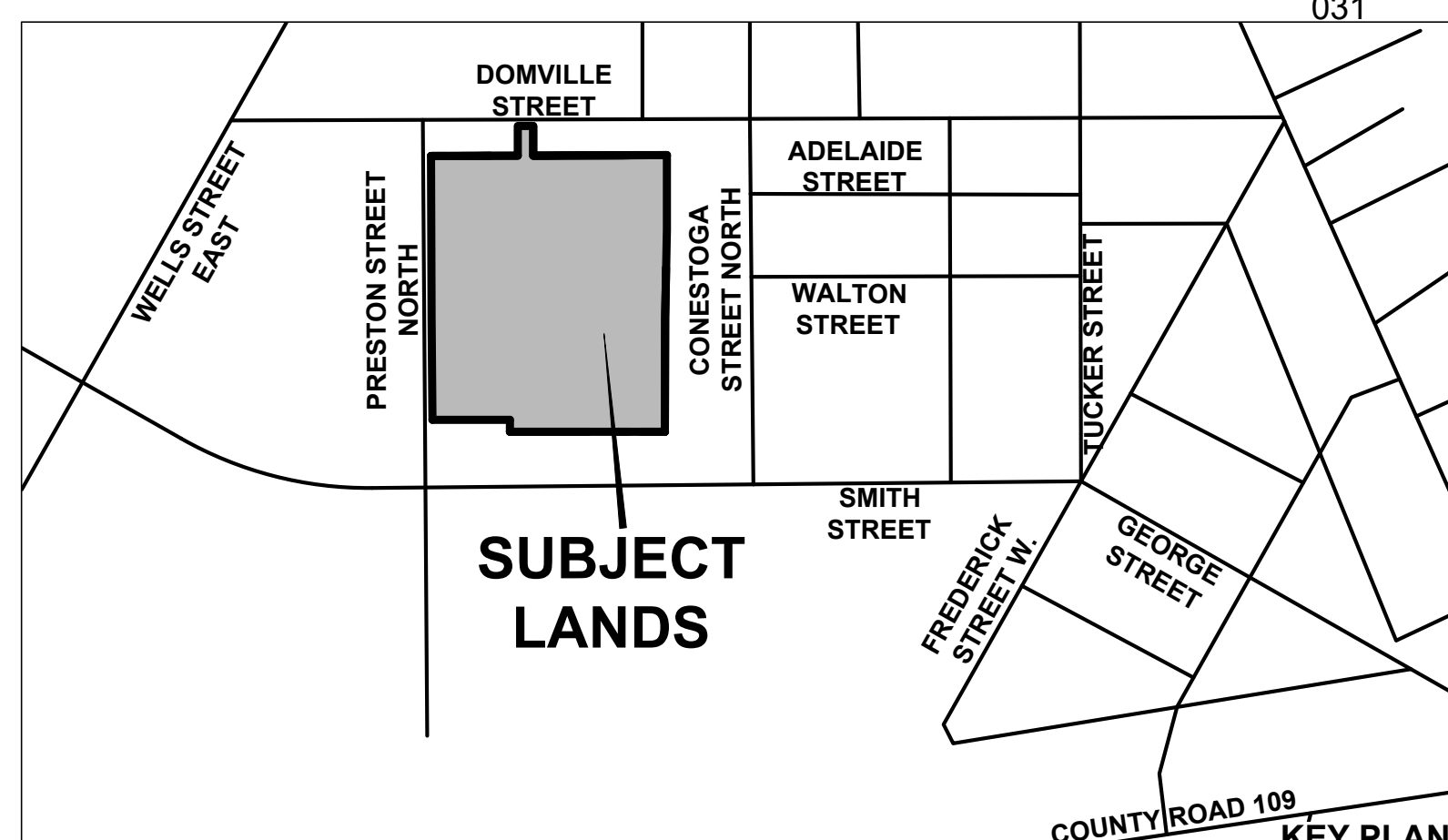
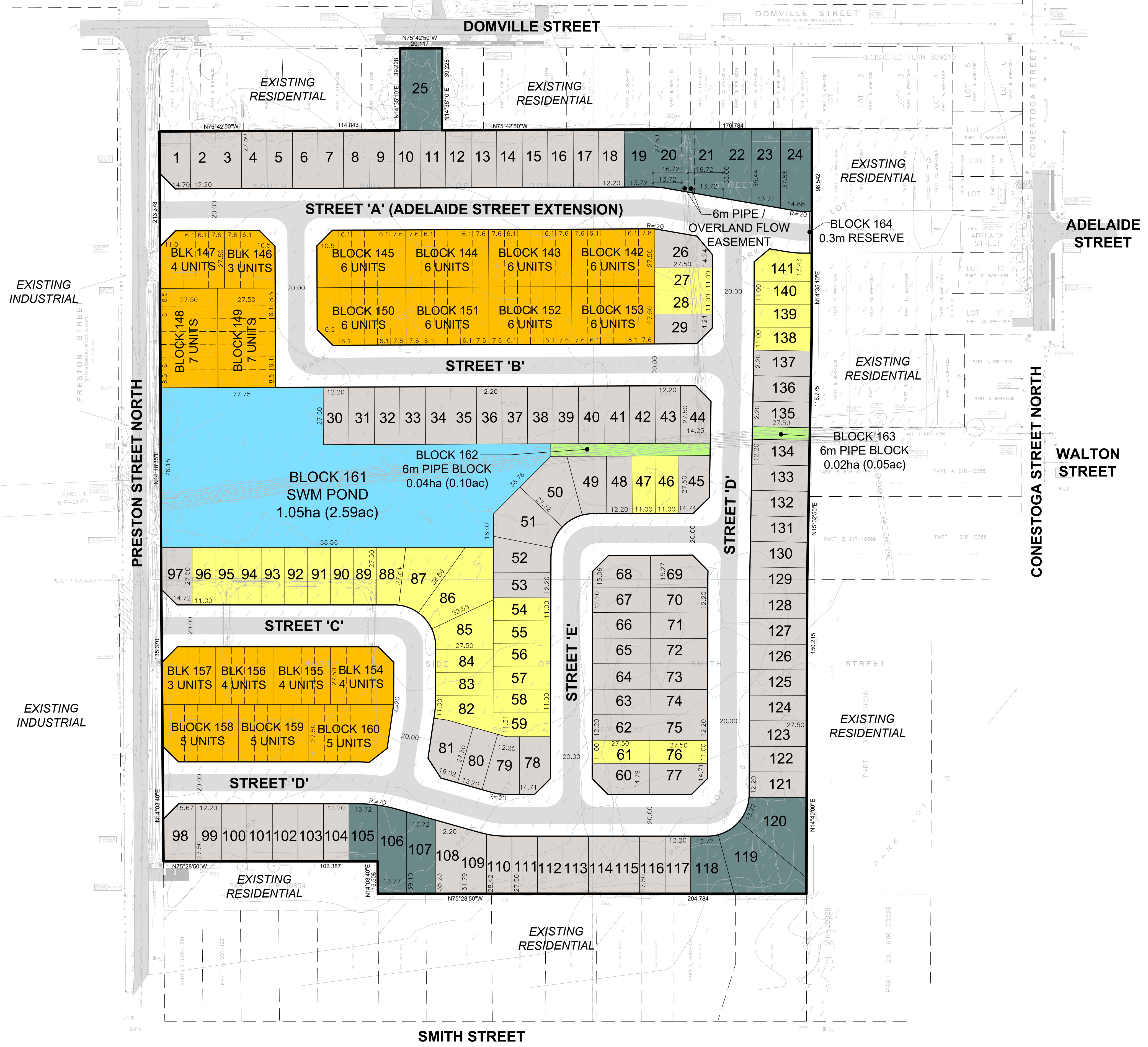
Seconded: Councillor Yake

THAT the Regular Council meeting of April 26, 2021 be adjourned at 10:32 p.m.

CARRIED

CLERK

MAYOR



DRAFT PLAN OF SUBDIVISION
FILE # _____
CACHET DEVELOPMENTS (ARTHUR) INC.

PART OF PARK LOTS 6, 7 & 8
 NORTH SIDE OF SMITH STREET
 PART OF PARK LOTS 3 & 4
 SOUTH SIDE OF DOMVILLE STREET
 CROWN SURVEY
 (GEOGRAPHIC VILLAGE OF ARTHUR)
 TOWNSHIP OF WELLINGTON NORTH
 COUNTY OF WELLINGTON

OWNERS CERTIFICATE

I HEREBY AUTHORIZE GLEN SCHNARR & ASSOCIATES INC. TO PREPARE AND SUBMIT THIS DRAFT PLAN OF SUBDIVISION TO THE TOWNSHIP OF WELLINGTON NORTH FOR APPROVAL.

SIGNED  DATE JULY 27, 2020
 RAMSEY SHAHEEN, A.S.O.
 CACHET DEVELOPMENTS (ARTHUR) INC.

SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT THE BOUNDARIES OF THE LANDS TO BE SUBDIVIDED AS SHOWN ON THIS PLAN AND THEIR RELATIONSHIP TO ADJACENT LANDS ARE CORRECTLY AND ACCURATELY SHOWN.

SIGNED  DATE JULY 27, 2020
 JAMIE LAWS, O.L.S.
 VAN HARTEN SURVEYING INC.

ADDITIONAL INFORMATION

(UNDER SECTION 51(17) OF THE PLANNING ACT) INFORMATION REQUIRED BY CLAUSES A,B,C,D,E,F,G, J & L ARE SHOWN ON THE DRAFT AND KEY PLANS.

- H) MUNICIPAL AND PIPED WATER TO BE PROVIDED
- I) SANDY LOAM AND CLAY LOAM
- K) SANITARY AND STORM SEWERS TO BE PROVIDED

LAND USE SCHEDULE

LAND USE	LOTS / BLOCKS	AREA (ha)	AREA (ac)	UNITS	DENSITY (upha)
11.0m (36') DETACHED	1-141	1.06	2.62	31	29.2
12.2m (40') DETACHED		3.40	8.40	97	28.5
13.72m (45') DETACHED		0.73	1.80	13	17.8
6.1m (20') TOWNHOUSE	142-160	1.88	4.65	99	52.7
SWM POND	161	1.05	2.59		
6m PIPE BLOCKS	162,163	0.06	0.15		
0.3m RESERVE	164	0.00	0.00		
20m ROW (LENGTH: 1,488m)		3.04	7.51		
TOTAL		11.22	27.73	240	35.5

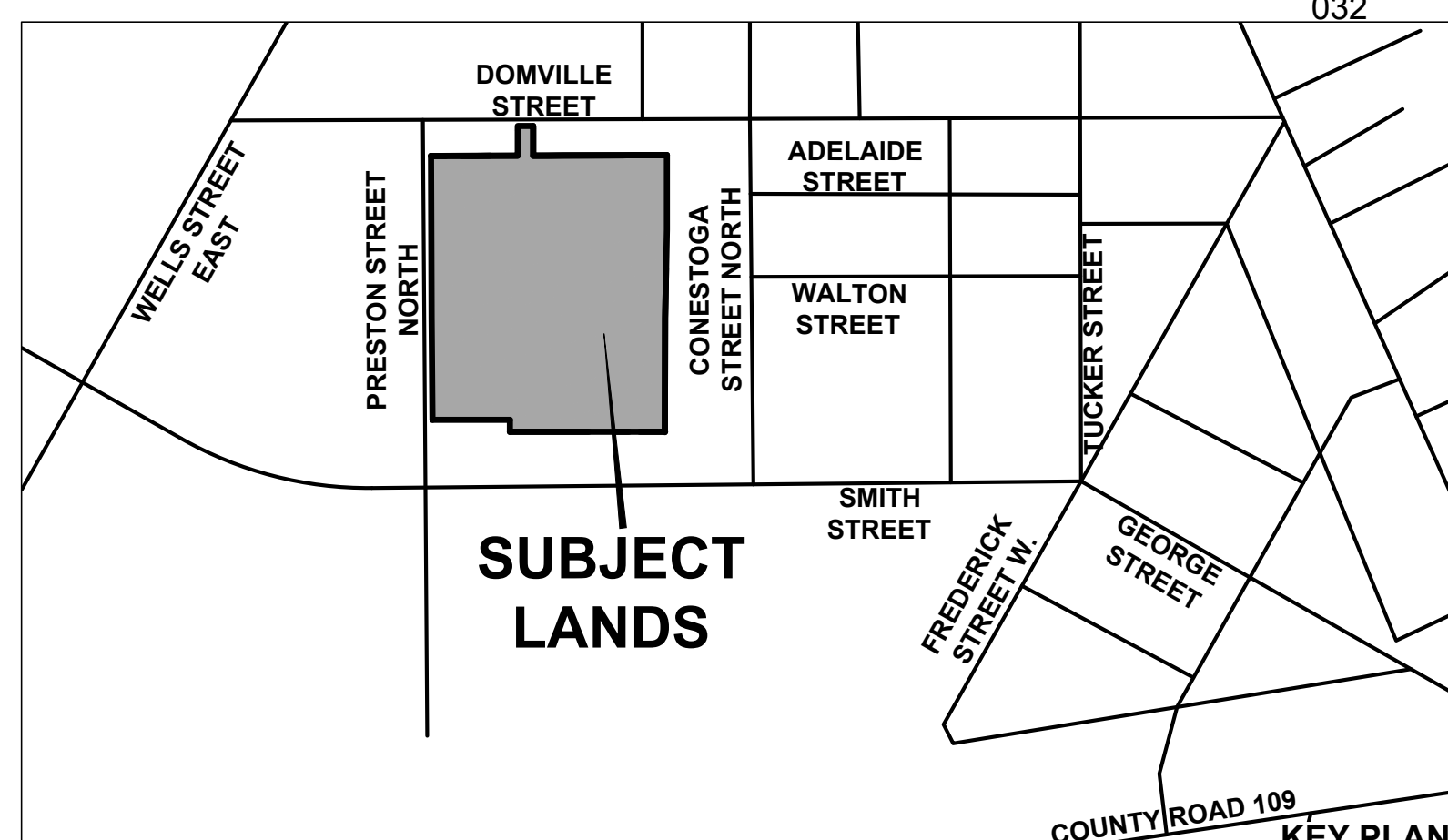
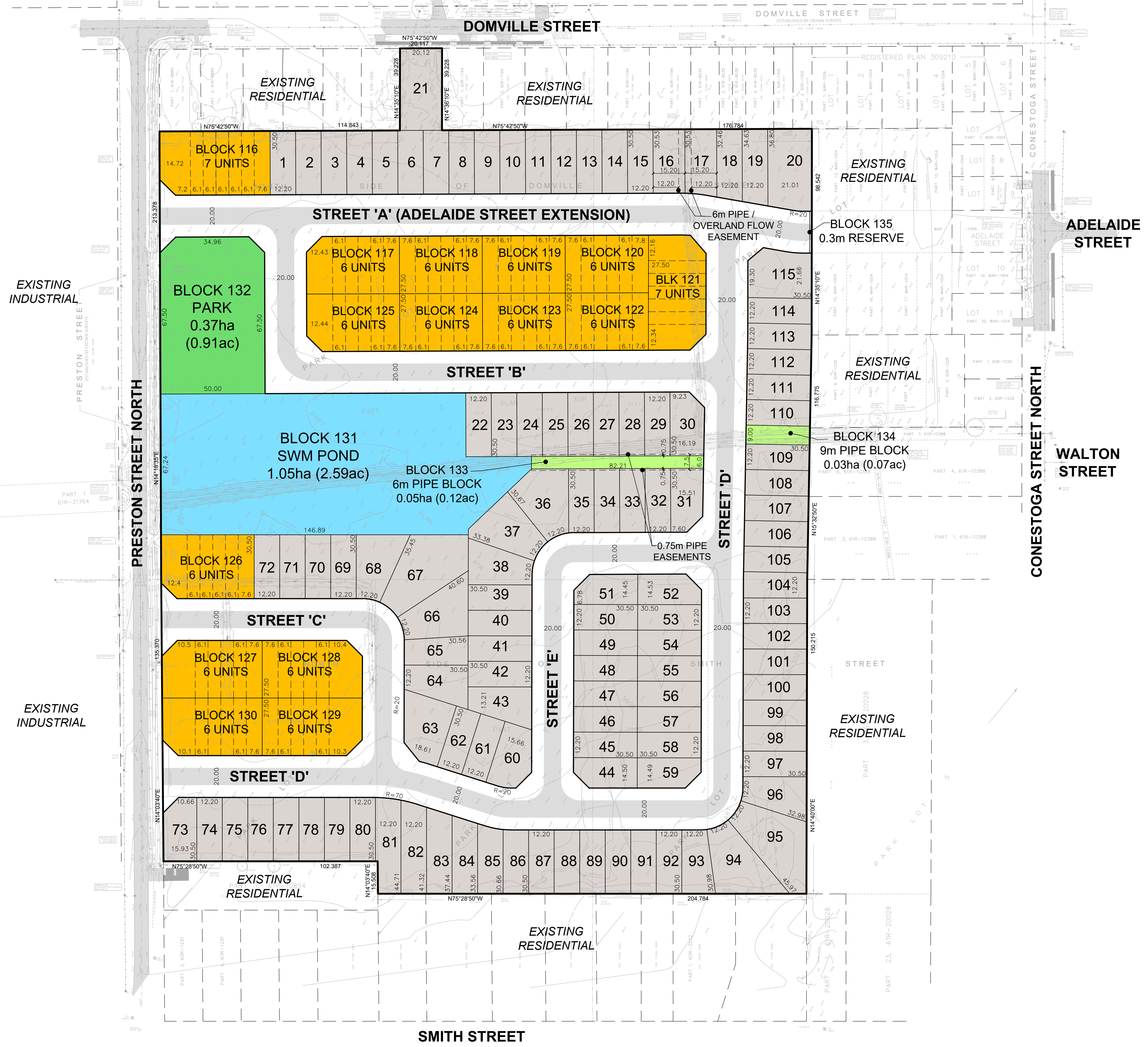
NOTES

- DAYLIGHT TRIANGLE DIMENSIONS: 7.5m x 7.5m
- MINIMUM SETBACKS: FRONT YARD: 2m, EXTERIOR YARD: 2m, REAR YARD: 6m



SCALE: 1:1000
 (24 x 36)
 JULY 20, 2020





DRAFT PLAN OF SUBDIVISION
FILE # _____
CACHET DEVELOPMENTS (ARTHUR) INC.

PART OF PARK LOTS 6, 7 & 8
 NORTH SIDE OF SMITH STREET
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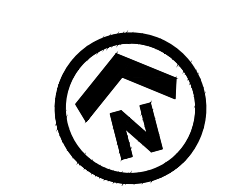
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- H) MUNICIPAL AND PIPED WATER TO BE PROVIDED
- I) SANDY LOAM AND CLAY LOAM
- K) SANITARY AND STORM SEWERS TO BE PROVIDED

LAND USE SCHEDULE

LAND USE	LOTS / BLOCKS	AREA (ha)	AREA (ac)	UNITS	DENSITY (upha)
12.2m (40') DETACHED	1-115	4.90	12.11	115	23.5
6.1m (20') TOWNHOUSE	116-130	1.84	4.55	92	50.0
SWM POND	131	1.05	2.59		
PARK	132	0.37	0.91		
6m PIPE BLOCKS	133, 134	0.08	0.20		
0.3m RESERVE	135	0.00	0.00		
20m ROW (LENGTH: 1,461m)		2.98	7.36		
TOTAL	135	11.22	27.72	207	30.6

NOTES
 - DAYLIGHT TRIANGLE DIMENSIONS: 7.5m x 7.5m
 - MINIMUM SETBACKS: FRONT YARD: 2m, EXTERIOR YARD: 2m, REAR YARD: 6m



SCALE: 1:1000
 (24 x 36)
 MARCH 15, 2021



**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
PUBLIC MEETING MINUTES – APRIL 26, 2021 @ 7:00 P.M.
VIA WEB CONFERENCING <https://www.youtube.com/watch?v=ItDBm8f7bG8>**

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
Economic Development Officer:	Dale Small
Director of Operations:	Matthew Aston
Manager, Environment and Development Services:	Corey Schmidt
Community Recreation Coordinator:	Mandy Jones
Manager of Recreation Services:	Tom Bowden
Chief Building Official:	Darren Jones
Human Resources Manager:	Chanda Riggi
Director of Fire Services/Fire Chief:	Chris Harrow
Fire Prevention Officer/Deputy Chief:	Marco Guidotti
Deputy Chief:	Callise Loos
Manager of Development Planning:	Curtis Marshall
Planner:	Matthieu Daoust
P. Eng., Triton Engineering:	Dustin Lytle

CALLING TO ORDER - Mayor Lennox

Mayor Lennox called the meeting to order.

OWNERS/APPLICANT

ZBA 10/21 Sobeyes

DISCLOSURE OF PECUNIARY INTEREST

Councillor Burke declared a pecuniary interest with the Sobeyes application as she is employed by Sobeyes and removed herself from the meeting.

LOCATION OF THE SUBJECT LAND

The land subject to the proposed amendment is described as Con 1, Part Lot 33, Pt Lot 1, Lot 2 to Lot 6 Pt Duke St., RP; 60R1937 Parts 1-4; Con 1, Part Lot 33, RP 60R3404 Part 1; Con 1, Part Lot 33, Part Lot 32, Div 3, RP 60R3459 Parts 1 & 2. The lands are municipally known as 437-445, 503 and 515 Main St., Mount Forest, Township of Wellington North. The lands are 2.9 ha (7.2 ac) in size.

PURPOSE AND EFFECT OF THE APPLICATION

The purpose and effect of the proposed amendment is to rezone the subject lands from Highway Commercial (C2) Zone and Shopping Centre Commercial (C4) Zone to a site specific Highway Commercial (C2) Exception Zone and Shopping Centre Commercial (C4) Exception Zone to facilitate the development of a new retail food store and a restaurant with a drive-thru. Site specific standards including revised setback and parking requirements are also being proposed. The existing buildings/uses are proposed to remain.

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 April 1, 2021.

PRESENTATIONS

Curtis Marshall, Manager of Development Planning; County of Wellington, Township of Wellington North

- Planning Report dated April 21, 2021

PLANNING COMMENTS

The purpose and effect of the proposed amendment is to rezone the subject lands from Highway Commercial (C2) Zone and Shopping Centre Commercial (C4) Zone to a site specific Highway Commercial (C2) Exception Zone and Shopping Centre Commercial (C4) Exception Zone to facilitate the development of a new retail food store (up to 5000 m²/ 58, 821.3 ft² in size) and a restaurant with a drive-thru. Site specific standards including revised setback and parking requirements are also being proposed. The existing buildings/uses (Beer Store and Peavey Mart) are proposed to remain.

This report provides an overview of the proposed zoning by-law amendment application and any comments received to date. A Public Meeting is scheduled for April 26, 2021. This meeting will provide an opportunity for the community and area residents to ask questions and seek more information from the proponent and their consultants regarding the application.

LOCATION

The lands subject to the proposed amendment are described as: Con 1, Part Lot 33, Pt Lot 1, Lot 2 to Lot 6 Pt Duke St., RP; 60R1937 Parts 1-4; Con 1, Part Lot 33, RP 60R3404 Part 1; Con 1, Part Lot 33, Part Lot 32, Div 3, RP 60R3459 Parts 1 & 2. The lands are municipally known as 437-445, 503 and 515 Main St., Mount Forest, Township of Wellington North (currently three separate properties). The lands are 2.9 ha (7.2 ac) in size. The Beer Store and Peavey Mart are located on the property and are proposed to remain. A location map/air photo of the property is provided below.

Surrounding land uses include:

- Industrial Drive and industrial and commercial uses to the North
- Commercial uses to the East
- Residential uses to the South
- Industrial uses to the West

PROPOSAL

The purpose and effect of the proposed amendment is to rezone the subject lands from Highway Commercial (C2) Zone and Shopping Centre Commercial (C4) Zone to a site specific Highway Commercial (C2) Exception Zone and Shopping Centre Commercial (C4) Exception Zone to facilitate the development of a new retail food store (up to 5000 m²/ 58, 821.3 ft² in size) and a restaurant with a drive-thru. Site specific standards including revised setback and parking requirements are also being proposed.

Proposed Site Plan

A proposed site plan has been submitted in support of the application that shows a new Foodland grocery store approximately 2,525 m² (27,168 ft²) in size attached to the existing Peavey Mart building. A 150 m² (1,600 ft²) restaurant with drive thru and a new horse and buggy shed are also shown as standalone buildings on the north end of the property. An expanded parking lot with 241 parking stalls is shown and a new entrance at the intersection of Main St. N (Highway 6) and Mount Forest Drive is proposed. An existing entrance onto Main St. N in the centre of the property is proposed to be closed. The existing entrance at the Beer Store is proposed to remain. A proposed 3.0 m road widening along Main St. N is also shown on the site plan.

The existing Beer Store and Peavey Mart buildings/uses are also proposed to remain, however the existing horse and buggy shed is to be demolished and reconstructed. A copy of the proposed site plan is attached as Schedule 1 to this report.

Supporting Studies

The following studies have been submitted in support of the application:

- Planning Justification Report prepared by GSP Group dated March 2021
- Proposed Site Plan prepared by ACK Architects dated February 2021
- Transportation and Parking Study prepared by RJ Burnside and Associates dated March 2021
- Functional Servicing and Stormwater Management Report prepared by KWA Site Development Consulting Inc. dated March 5, 2021

PROVINCIAL POLICY STATEMENT (PPS)

The subject property is located within the settlement area of Mount Forest.

Section 1.1.1 of the PPS identifies that healthy, liveable and safe communities are sustained by promoting efficient development and land use patterns which sustain the financial well-being of the Province and municipalities over the long term and by accommodating an appropriate affordable and market-based range and mix of residential types, employment (including industrial and commercial), institutional, recreation, park and open space, and other uses to meet long-term needs.

Section 1.1.3 of the Provincial Policy Statement states that settlement areas shall be the focus of growth and their vitality and regeneration shall be promoted. Furthermore land use patterns within settlement areas shall be based on densities and a mix of land uses which:

- a) efficiently use land and resources;
- b) are appropriate for, and efficiently use, the infrastructure and public service facilities which are planned or available, and avoid the need for their unjustified and/or uneconomical expansion;
- c) minimize negative impacts to air quality and climate change, and promote energy efficiency;
- d) prepare for the impacts of a changing climate;
- e) support active transportation;
- f) are transit-supportive, where transit is planned, exists or may be developed; and,
- g) are freight-supportive.

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.

Section 1.2.1 states that a guiding principle of the Plan is to “Support the achievement of complete communities that are designed to support healthy and active living and meet people’s needs for daily living throughout an entire lifetime.”

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.

Section 2.2.1.2 (c) adds that 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.

Section 2.2.1.4 states that “Applying the policies of this Plan will support the achievement of complete communities that: a) feature a diverse mix of land uses, including residential and

employment uses, and convenient access to local stores, services, and public service facilities;”

COUNTY OFFICIAL PLAN

The subject lands are located within the Mount Forest Urban Centre and are designated as Highway Commercial.

A summary of relevant Official Plan Policies are provided below:

Section 4.2.3 (Variety)

The County will encourage a variety of employment opportunities in a variety of locations. Opportunities for industrial, commercial and recreational activities will be supported in appropriate locations.

Section 4.2.4 (Urban Opportunities)

The Urban System is intended to provide the greatest opportunity for employment. New commercial, industrial and recreation uses are expected to locate in all settlements, but particularly in those with full municipal sewage and water services.

Section 7.5 (Urban Centres)

Urban Centres are expected to provide a full range of land use opportunities. Residential uses of various types and densities, commercial, industrial, and institutional uses as well as parks and open space uses will be permitted where compatible and where services are available.

Section 7.5.8 (Other Commercial Uses)

A variety of other commercial uses will be required in Urban Centres including areas to serve highway oriented business including gas sales and motels, commercial uses requiring large sites and unable to locate in the “main street” area and convenience commercial uses to serve neighbourhood needs.

Section 8.6 (Highway Commercial)

The predominant use of land within areas designated HIGHWAY COMMERCIAL shall be for commercial uses serving the travelling public or uses not considered compatible within the downtown of the urban centre. An objective for highway-oriented commercial development is to provide sites for commercial uses which require large lots for buildings, storage and parking and which cannot locate in the downtown area.

The Main Street of most urban centres supports considerable volumes of traffic into and through the urban centre which often require goods and services such as automobile service, food and other items. The travelling public can best be served by providing appropriate commercial areas with access and visibility from this major road.

In addition, certain commercial uses, due to their nature, require large sites to accommodate their associated buildings, storage and parking requirements which are either not available or suitable within the downtown area of the community. Appropriate commercial areas for such land uses are required.

Section 8.6.3 (Permitted Uses)

Permitted uses include uses catering to the travelling public such as motels, automotive sales and service, general convenience commercial uses, recreational uses, restaurants and banquet halls. Uses such as building supply outlets, wholesale outlets, churches, funeral homes, garden centres, furniture stores, home furnishing centres, liquor, beer and wine stores may also be permitted subject to the provisions of the Zoning By-law.

Section 8.6.5 (Access)

Site plan control by-laws and agreements shall be used to limit access to appropriate locations. In co-operation with the appropriate road authority, access to any road shall be carefully regulated to ensure the safe movement of vehicular and pedestrian traffic.

Section 8.6.6 (Design Considerations)

Site design standards will be encouraged which provide aesthetically acceptable development.

ZONING BY-LAW

The subject lands are zoned Highway Commercial (C2) Zone and Shopping Centre Commercial (C4) Zone. Permitted uses in the C2 zone include restaurants, beer stores, building supply outlets. Permitted uses within the C4 zone include retail food stores, beer stores, and retail stores.

The purpose and effect of the proposed amendment is to rezone the subject lands from Highway Commercial (C2) Zone and Shopping Centre Commercial (C4) Zone to a site specific Highway Commercial (C2) Exception Zone and Shopping Centre Commercial (C4) Exception Zone to facilitate the development of a new retail food store (up to 5000 m²/ 58, 821.3 ft² in size) and a restaurant with a drive-thru. Site specific standards including revised setback and parking requirements are also being proposed.

A summary of the proposed changes to the regulations and standards is provided below:

- To permit a retail food store within the C2 zoned portion of the property up to 5000 m² (53, 821.3 ft²).
- To permit a minimum requirement of 241 parking spaces. This is a proposed standard of 1 space per 19.2 m² (1/207 ft²) of building versus the existing standard of 1 space per 18 m² (1/194 ft²).
- To permit a reduced setback for parking areas from the front lot line of 0.55 m (1.8 ft). The By-law currently requires a setback of 1.5 m (4.9 ft).
- To permit a minimum side yard setback of 1.5 m (4.9 ft) for the proposed buggy shed. The By-law currently requires 7.6m (24.9 ft.).

Planning Staff also note that once the three properties merge into one, the front yard will shift from Main St. to Industrial Dr. according to the provisions of the By-law. Additional wording and or provisions could be required to clarify which street frontage is considered the defined "front yard".

A copy of the applicants proposed draft zoning by-law amendment is attached as Schedule 2 to this report.

CIRCULATION COMMENTS

The application has been circulated to Township Departments and commenting agencies for review.

The following comments have been received to date:

- Enbridge Gas: no objection
- Saugeen Valley Conservation Authority: no objection. The property does not contain any hazards or natural features of interest to the SVCA.

NEXT STEPS

A final report and planning recommendation will be provided following this public meeting and resolution of any outstanding matters.

Eric Saulesleja, Senior Associate, GSP Group Inc. (Planning Consultants on behalf of Sobeys Incorporated)

Phil Busby, Sobeys

Xinli Tu, Traffic Consultant, RJ Burnside

- Presentation regarding proposed Zoning By-law Amendment

The presentation included an overview of the location outlining the surrounding residential, industrial, and commercial uses. The property is approximately 2.9 hectares with the existing Beer Store, Peavey Mart, and a horse and buggy parking stall. The northern part of the property is primarily vacant and does have some food truck accommodation. There is one existing

access from the location with parking extending out to the Main Street road allowance and a sidewalk along the entire length of the Main Street frontage. A proposed new retail food store, Foodland, will be adjacent and attached to the Peavey Mart along the north side. The proposal includes a drive through restaurant; however, a tenant has not been identified. A new horse and buggy shelter will be built to replace the existing structure. The existing access will be removed, and access will be opposite Mount Forest Drive. An access just north of the Beer Store is also proposed. Loading areas will be to the rear of the buildings. The lands are designated as Urban Centre in the Wellington County Official Plan and designated Highway Commercial. Current zoning for the northern portion is zoned C2 Highway Commercial Zone and does not permit retail food store. The southern portion is zoned C4 Shopping Centre Commercial. The proposed zoning amendment, reduction of six parking spaces, Main Street North as lot frontage, reduced front yard setback for parking, reduced interior side yard for horse and buggy structure, etc. were reviewed. Additional supporting studies submitted include a Functional Servicing & Stormwater Management Report by KWA Site Development Consulting Inc., and a Transportation and Parking Study by RJ Burnside. The development will make better use of the land and improve existing parking and access to the site. Water, sanitary and stormwater services are adequate for the proposed development. The traffic study indicates there are no significant traffic concerns related to the development and/or proposed parking rate. Site Plan Control application is required for approval to address details related to grading and drainage, landscaping, access and parking, etc.

CORRESPONDENCE FOR COUNCIL'S REVIEW

Barbara M.J. Baranow, Analyst Land Support, Enbridge Gas Inc.

- Email dated April 1, 2021 (No Objection)

Michael Oberle, Environmental Planning Technical, Saugeen Conservation

- Letter dated April 16, 2021 (No Objections)

REQUEST FOR NOTICE OF DECISION

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

MAYOR OPENS FLOOR FOR ANY COMMENTS/QUESTIONS

Paul Hruska, 450 Glasgow Street, Mount Forest explained that he works at Vintex and is concerned about traffic in the area. There is a lot of tractor trailer traffic already and this will make it worse.

Penny Renken, 319 Jeremy's Crescent, Mount Forest inquired if there will there be any consideration to having a grocery store downtown for those that do not drive. Mr. Busby explained that the plan is to replace the old food store. Sobeys does not have plans to continue a grocery store at the downtown location.

COMMENTS/QUESTIONS FROM COUNCIL

Councillor McCabe inquired about the calculations and measurements used during the traffic study that indicate traffic signals are not required. Xinli Tu, Traffic Consultant, RJ Burnside, explained that it is largely based on peak hour volumes. Counts prior to Covid with an additional 2% growth factor applied to project 2021 conditions and criteria with delay of cross traffic, were used and it was determined that under operating conditions the analysis did not warrant signals but suggested continued monitoring.

Councillor McCabe questioned if consideration was given to have the access off Industrial Drive instead of Highway 6. Mr. Saulesleja commented that it had been posed to them but looking at the traffic analysis the application is supportable without the necessity of an access off Industrial Drive.

Matthew Aston, Director of Operations, commented that the MTO's Book 12 has 7 justifications and asked if the traffic study looked at all 7 justifications. Ms. Tu explained that for one of the justifications they would need to consider 8 hour pedestrian volumes but because they had peak hour volumes for p.m. they based the analysis on this, which is the more conservative justification, and it was determined it did not meet the justification.

Councillor Yake commented that there are significant traffic concerns in that area as it is now. He noted Wellington North knew that when Canadian Tire was built, and have been looking at it since then. There are significant traffic concerns, and this is going to add to the situation and he stated it needs to be addressed. Mr. Saulesleja stated that he understood there have been concerns identified throughout the last number of years with that particular intersection, but because it is within the MTO jurisdiction, it's a bit of a stumbling block as they are fairly rigid in the interpretation in terms of the signal warrant analysis. Burnside recommended ongoing monitoring of the intersection post development which might provide additional justification for MTO to consider additional signal warrants. MTO is responsible for the ongoing maintenance and operation of those traffic signals. Ms. Tu commented she has provided feedback on the Township comments regarding the intersection across Mount Forest Drive and there will be further discussion on improvements. Michael Givens, CAO noted that they have shared the traffic study with representatives of the MTO. There is some uncertainty in terms of whether they will support the idea of signalization or something else at that intersection because of the warrant requirements. We do not have those comments back from the MTO but are expected to have them in the next couple weeks.

Mayor Lennox summarized concerns that while the changes may not meet the warrants that the MTO sets out, it meets the warrants that the community members expect and that is the balancing act as they are getting significant feedback that there are problems with traffic movement in that area. Wellington North will need to further review and look at other options before Council is satisfied. It looks like a promising development but there is work to be done regarding traffic concerns.

Mr. Saulesleja stated that they would be willing to take part in discussions with the MTO.

Councillor Burke returned to the meeting.

OWNERS/APPLICANT

ZBA 12/21 Trudy Matusinec & Jamie Cox

DISCLOSURE OF PECUNIARY INTEREST

No pecuniary interest declared.

LOCATION OF THE SUBJECT LAND

The land subject to the proposed amendment is described as Concession 1 Part Lot 36 RP 61R21331; Part 1 and municipally known as 7619 Jones Baseline. The subject land is approximately 0.15 ha (0.38 ac) in size.

PURPOSE AND EFFECT OF THE APPLICATION

The purpose and effect of the proposed amendment is to remove the Holding Symbol (H) on the subject lands to permit the construction of a detached residential dwelling. The Holding Symbol has been applied to the subject lands to provide Council with an opportunity to ensure that sufficient municipal water and sewer capacity is available for the use. Once the Holding symbol has been removed, the regulations of the Agriculture Exception (A-195) zone, and all other applicable regulations of the Township of Wellington North Zoning By-law 66-01, shall apply to the subject land.

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 April 1, 2021.

PRESENTATIONS

Matthieu Daoust, Planner; County of Wellington, Township of Wellington North reviewed the comments he prepare with Asavari Jadhav, Junior Planner

- Planning Report dated March 29, 2021

The purpose of the amendment is to remove the holding symbol (H) on the subject lands to permit the construction of a detached residential dwelling.

The property subject to the proposed amendment is legally described as Concession 1 Part Lot 36; RP 61R21331 Part 1 and municipally known as 7619 Jones Baseline, as shown in Figure 1. The Holding Symbol has been applied to the subject land in order to provide Council with an opportunity to ensure that sufficient municipal water and sewer capacity is available for the use. Once the Holding symbol has been removed, the regulations of the Agriculture Exception (A-195) Zone, and all other applicable regulations of the Township of Wellington North Zoning By-law 66-01, shall apply to the subject land. The exception zone permits a minimum lot area of 0.15ha (1.37ac) and a minimum lot frontage of 17m (55.7 ft).

CORRESPONDENCE FOR COUNCIL'S REVIEW

Emily Vandermeulen, Risk Management Inspector, Wellington Source Water Protection

- Email & Wellhead Protection Area Map dated April 13, 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

Jamie Cox, Applicant, was present to answer questions. They have met some of the provisions that were set forth for the holding provision removal with connecting their existing home to water and sewer and decommissioning the well and septic system.

COMMENTS/QUESTIONS FROM COUNCIL

Councillor McCabe commented that he fully supports the application, and it is a great use of the land.

OWNERS/APPLICANT

ZBA 15/21 2073022 Ontario Inc.

DISCLOSURE OF PECUNIARY INTEREST

No pecuniary interest declared.

LOCATION OF THE SUBJECT LAND

The land subject to the proposed amendment is described as Part Lot 1, Concession 1 (West Luther), 61R10568, Arthur, Township of Wellington North. The subject land is approximately 3.2 ha (8.0 ac) in size

PURPOSE AND EFFECT OF THE APPLICATION

The purpose and effect of the proposed amendment is to remove the Holding Symbol (H) on a portion of the subject lands to permit the construction of dwellings in Phase 3 of the residential subdivision (East Ridge Landing). The Holding Symbol has been applied to the subject lands to provide Council with an opportunity to ensure that sufficient municipal water and sewer capacity is available for the use. Once the Holding symbol has been removed, the regulations of the Medium Density Residential (R2) zone, and all other applicable regulations of the Township of Wellington North Zoning By-law 66-01, shall apply to the subject land.

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 April 19, 2021.

PRESENTATIONS

Curtis Marshall, Manager of Development Planning and Asavari Jadhav, Junior Planner; County of Wellington, Township of Wellington North

- Planning Report dated April 21, 2021

The Township has received a request to lift the Holding Provision (H) that applies to a portion of the property to facilitate the construction of homes in Phase 3 of the subdivision.

The property is described as Part Lot 1, Concession 1 (West Luther), 61R10568, Arthur, Township of Wellington North. The subject land is approximately 3.2 ha (8.0 ac) in size.

Phase 3 of the subdivision includes 19 single detached lots, 10 semi-detached lots (20 units), and 2 townhouse blocks (8 units). The applicant is currently clearing conditions of Draft Approval and final approval by the County is anticipated in the near future.

A Holding Provision (H) has been applied to the property in order to provide Council with an opportunity to ensure that sufficient municipal water and sewer capacity is available for the use. Once the Holding symbol has been removed, the regulations of the Medium Density Residential (R2) zone, and all other applicable regulations of the Township of Wellington North Zoning By-law 66-01, shall apply to the land subject of this amendment.

Sufficient municipal water and sewer capacity is available for this phase of development. The applicant has executed the following agreements with the Township:

- Pre-Servicing Agreement
- Model Home Agreement
- Sewage Allocation Agreement
- Subdivision Agreement

Planning Staff have prepared a draft By-law which lifts/removes the Holding Provision (H) from the property.

CORRESPONDENCE FOR COUNCIL'S REVIEW

No correspondence was received.

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

No one present to provide comments or questions.

COMMENTS/QUESTIONS FROM COUNCIL

Councillor Yake commented that it is good to see this project continue.

ADJOURNMENT

RESOLUTION: 007-2021

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT the Public Meeting of April 26, 2021 be adjourned at 8:14 pm.

CARRIED

CLERK

MAYOR



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

**Directors Meeting Minutes
April 14, 2021**

Attending: Paula Coffey, Bonnie, McIntosh, Faye Craig, Jacklyn Winter, Dale Small, Councillor Lisa Hern, Tom Gorecki, Dept. Chief of the WN Fire Dept- Callise

Jacklyn called the meeting to order @ 5:35 pm and welcomed everyone for coming

Approval of previous months minutes:

-Minutes approved by Tom and seconded by Bonnie

Committee Reports:

1. Economic Development Report – Dale Small

- Job and Housing Website has just launched. It is a one-stop-shop for those looking for employment in WN. There are 50+ jobs currently active.
- The Student Start-up Program has launched. It is available for students grades 6-12. They can receive up to \$450 to start up their business. WN has already received 4 applications
- The BIA has proposed another Sidewalk Sale with the proposed dates of June 26th and Sept 11th. During this sidewalk sale, they plan on closing George St.
- Repairs are underway at the Arthur Arena
- The new playground next to the Arthur Community Centre should be completed by June (if no delays)
- The Outdoor gym should be installed and ready for use by the end of May
- Summer Day Camp registration opened April 1st and was well received
- The Arthur pool will be open this summer with private and semi-private swimming lessons. Public swimming is still being considered. Registration for lessons is available on the WN Website.
- The Splash Pad should be open for June

1. Council Report – Councillor Lisa Hern

- The AstraZeneca vaccine should be available soon at Walsh's Pharmacy in Arthur (55yrs+)
- Anyone over the age of 16 may now register through the WNDG Public Health website for their vaccine
- National Volunteer Week is next week- Thank you to all who volunteer
- Councillor Hern welcomes Callise to the meeting

Business arising from the previous meeting

- The Community Easter Egg Hunt was a huge success. We had over 120 children participate.
- The BIA requested additional hanging baskets for the main street. Fay has spoken to Rebecca at Twin Gables and she has kindly agreed to grow 6 additional baskets.
- We will need an additional 3 metal brackets fabricated to be installed on the posts to accommodate these additional baskets.
- Jacklyn has contacted Fluney and they are preparing a quote for the above brackets.

New business:

Summer project ideas: The Chamber would like to ask those who purchased a colored chair from us last year to please use them again this year to brighten up the main street. Jacklyn will reach out to them all to see if any repairs are needed and to let them know we will source out the flowers for them.

Chamber Incentives: Paula suggested Jacklyn make small Canva posts that highlight what a Chamber membership gives you so that we could advertise this in member emails and social media.

Callise – Deputy Chief of WN

- Callise popped into our meeting to reach out to all of MF and Arthurs' Chambers and businesses
- She let us know she would like to collaborate with us and work alongside both the Arthur and MF Chamber
- Her background is in public education and public relations
- She would love to keep open communication with us and is hoping we could provide her a contact list of our members.

Presidents Report – Tom

Tom has spoken with the Mount Forest Chamber and they would like to have a joint meeting with us. Date TBD

- Tom proposed the idea of hosting another community event similar to the Easter Egg Hunt but for Canada Day. We could even reach out to larger corporations for donations and prizes.
- Tom discussed that possibly next year we discuss an increase in membership fees & with this we could include CPR training, Webinars, etc for our members

Additions and Deletions:

- The Garden bed estimate for the service group sign has been received. All directors agreed to move forward with this project. It was suggested to reach out to All Treat to see if they would donate the triple mix and mulch for this project. J
- Easy HR – (Partners with Chambers to provide rights, responsibility HR and occupational health and safety guidelines) This company reached out to us to see if we would like to partner with them. Jacklyn will follow up to see if there is a fee for the Chamber to work with them, or if there is only a fee to the member if they decide to accept these services.
- A group of 8+ Chambers is collaboratively drafting a letter to the MPPs asking for more support for our small businesses. The Directors feel this is a great idea and wish to have the letter forwarded to them so they may be able to add their input to it.

-Paula noted that a tree will need to be removed at the location when the new outdoor gym is going. She has suggested and looked into purchasing a 12ft tree and have it planted at the Cenotaph where the Christmas tree stood. This way we could have a permanent tree there to use for Christmas and we could showcase it as “Watch this tree grow, just as Arthur is”, or something similar. All Directors agreed this is a wonderful idea!

Correspondence:

-None

Financial Statements:

Provided by Be Sure Financial -Jan 1, 2021- March 1, 2021

Administrators Report:

-Previously reported above

Meeting closed by Tom and Bonnie seconded

Meeting Outline for 2021

May 12, 2021
 June 9, 2021
 July -TBD
 August- TBD
 September 8, 2021
 October 13, 2021
 November 10, 2021
 December 8, 2021

Chamber AGM

October 21, 2021

Dates to Remember

June 26th & September 11 – Arthur Street Sale



MINUTES

ARTHUR BUSINESS IMPROVEMENT ASSOCIATION MEETING APRIL 21ST, 2021 @ 7:30 PM : VIA ZOOM VIDEO CONFERENCE

BOARD MEMBER ATTENDEES:

Keith Harris, Chair Paula Coffey, Jim Coffey,
Angela Alaimo Mitch Keirstead Councilor Lisa Hern

BOARD MEMBERS ABSENT:

Gord Blyth, Sheila Faulkner, Tom Gorecki

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 7:32PM. The agenda for April 21st and the minutes from the March 17th meeting were reviewed and approved.

Moved by Mitch Keirstead, seconded by Jim Coffey **Carried**

UPDATE FROM THE CHAIR

Prior to the meeting Chair Keith had sent out a couple of motions for the Directors to consider for approval this evening.

Motion 1: Flowers for Arthur: That the Arthur BIA take on the expense for the Flower displays currently organized and financed by the Arthur Chamber with a contribution of upwards to \$5,000 and an annual review. The geographical area to be covered by these displays would correspond to the Arthur BIA area. Displays outside the BIA area would be covered by the Arthur Chamber.

Moved by Jim Coffey, seconded by Angela Alaimo **Carried**

Motion 2: Sidewalk Saturday (s): That the Arthur BIA work together with Arthur Chamber, Township of Wellington North, and other groups to execute two Sidewalk Saturdays this summer, notionally (June 26th) and (Sept. 11th) subject to the Connecting link project schedule.

Moved by Angela Alaimo and seconded by Lisa Hern **Carried**

UPDATE FROM THE TREASURER

Treasurer Tom was not able to attend the meeting however he provided a written update the next day. Bank account balance is \$8,828.29 which includes the first quarter BIA tax levy payment/instalment from the Township in the amount of \$4,812.50. The BIA currently owes the Township \$5,000 as payment on the \$10,000 loan received last year so this payment will be made later this month.



BUSINESS ARISING/ITEMS FOR DISCUSSION

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. Discussion around whether or not the Arthur BIA logo or Canada's Most Patriotic Village motto should go on the sign. Consensus was Canada's Most patriotic Village however the BIA would like to see a design of the entire sign before this change is made. Request will be passed along to WN Fire Services.

Connecting Link RFP closes April 28th and council is expected to award the tender at the May 10th council meeting. No Public Meeting will be held but the BIA will have an opportunity to provide comments and may wish to raise the request for a handicapped parking space to be painted in front of Foodland.

Outdoor gym equipment has been manufactured and painted and is expected to be shipped by the supplier on April 23rd. It will be delivered to the Arthur Community Centre for a May installation. It was agreed that we need to issue a communication to the community prior to installation. Paula also mentioned that a big red picnic table, similar to the one at the Cenotaph, would also be installed at this location. One tree has been removed.

Agreement was reached to also purchase a 12' spruce tree for the Cenotaph which in future years would be used to decorate for Christmas. Paula thanked the Parks & Recreation staff (George) who has offered to pickup, plant and maintain the tree. Paula also thanked Councillor Steve for removing the decorative Christmas trees at the cenotaph and indicated that the BIA should consider planting some permanent trees that can then be used in future years as well. The Legion have been contacted and are supportive of the new tree.

All invoices for Streetscaping Enhancements should be sent to Dale who will arrange for payment out of the Connecting Link Capital Budget. Dale will also provide the BIA with an expense recap later this year.

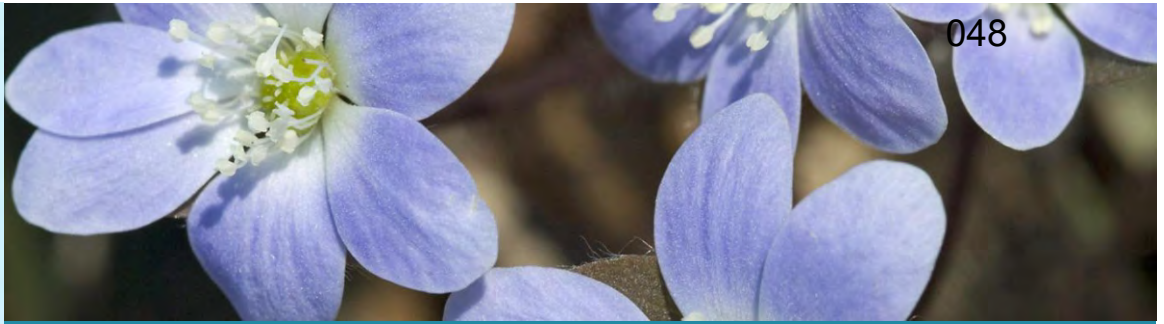
NEXT MEETING

The next meeting will take place on May 19th starting at 7:30pm via ZOOM.

ADJOURNMENT

Moved by Keith Harris that the meeting be adjourned at 8:05PM

Carried



Newsletter Issue 1

Spring 2021

1078 Bruce Rd. 12
Formosa, ON
N0G 1W0
519-367-3040
publicinfo@svca.on.ca

Saugeen Conservation Undergoing Strategic Plan and Rebranding Initiatives

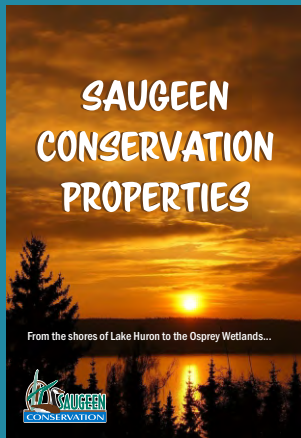
Saugeen Valley Conservation Authority (SVCA) is seeking to refresh its long-term strategic direction and to create greater social impact in the watershed community by developing a new brand, alongside a new strategic plan to focus programs and services through 2025.

“Our new brand will reflect our strategic priorities regarding watershed management, stewardship and education, while maintaining our mandate of flood forecasting and ensuring development does not happen in hazardous areas,” stated SVCA Chair, Maureen Couture.

The re-branding and strategic planning initiatives are expected to take place throughout the majority of 2021, with their anticipated completion in Fall 2021. Both processes will focus heavily on engagement and consultation internally with staff and the Board of Directors, as well as with our municipal partners, stakeholders, and the public.

Over the next several months, the Authority will be working with stakeholders and the community to help prepare a strategic plan that will chart the future priorities for the organization.

A new website and logo will be part of this exciting initiative!



Watch for our new Saugeen Conservation Properties brochure.

Need a Permit?



(519) 377-2074
planning@svca.on.ca



Effective April 19, 2021, Saugeen Valley Conservation Authority's Administration Office is closed, and staff are working from home to comply with the Province of Ontario's State of Emergency declaration and Stay-at-Home order. The health and safety of staff and our communities is of paramount importance. There will be no interruption to our services as staff will continue to be accessible via e-mail or telephone, as required.

For contact information please consult the [SVCA staff contact page](#).

Please note "Following discussion with the Grey-Bruce Health Unit, SVCA has made the decision to open our properties for passive recreational use effective Thursday, April 22nd, 2021. Our campgrounds will open to those with serviced site seasonal contracts on Friday, April 30th, 2021. Those with un-serviced site seasonal contracts will remain closed until at least May 20, 2021, to comply with Provincial regulations."

We remind visitors to our properties to adhere to the advice and recommendations of public health officials such as wearing masks and practicing physical distancing.



svca.on.ca

Enjoy your visit and connect with nature!"

Watch out for ticks:



Blacklegged ticks are spreading to new areas of the province because of climate change. They can also spread by traveling on birds and deer. While the probability is low, it is possible to find an infected tick almost anywhere in Ontario. Female blacklegged ticks can carry Lyme Disease.

Adult female blacklegged tick at various stages of feeding. Photo: Government of Canada

Ticks are most active in spring and summer, but can be found at any time of the year when the temperature is above freezing.

There are ways you can reduce your exposure to ticks and instructions to remove them at the [Ontario.ca Lyme Disease website](https://ontario.ca/lyme-disease-website).



April 22, 2021 marks the 51st year of celebrating Earth Day!

“SVCA strives to ensure long-term protection of our watershed through the maintenance of programs that will protect life and property from natural hazards, but also conserve our natural resources. By directing development outside of natural hazard areas such as river and shoreline flooding and erosion zones, we not only protect people and property from damage, but help to preserve these natural areas for the future.”

For Earth Day information in Canada, please visit <https://earthday.ca/>

Water Well Improvement Program



Representatives of the Saugeen Valley Conservation Authority receive a cheque presented by Cherie Leslie Senior Engagement Advisor, Southern Ontario, with the NWMO, to support a new Water Well Improvement Program.

The Nuclear Waste Management Organization (NWMO) is working with the Saugeen Valley Conservation Authority (SVCA) to protect groundwater in South Bruce. [Visit our website for more information.](#)



Sign your children up for our Spring Educational Programs!

Designed to enhance your child's knowledge, understanding and appreciation of the natural world and our amazing planet!

To register call 519-367-3040 and dial 0 or email publicinfo@svca.on.ca

Check our [website](#) for more information.

Looking for a Permit?



Due to the demand to develop in SVCA's beautiful watershed, there are a higher number of requests being submitted than usual. Here are some things you can do to help speed up your request:

- Be prepared when contacting us. Look at our [online mapping tool](#) ahead of time, have specific property details ready and proposal [site plan](#) prepared
- Contact us via one method only (phone (519) 377-2074, [email](#) or [Planning Inquiry Form](#))
- If you have not heard back from our office, please wait a minimum of 2 full business days before following up



Thank you for your patience!

Follow us on Social Media





Grand River Conservation Authority

Summary of the General Membership Meeting – April 23, 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-04-21-35 - Financial Summary
- GM-04-21-32 - Conestogo Dam Concrete Rehabilitation Phase 2B - DR 21.013 Tender Award

Information Items

The Board received the following reports as information:

- GM-04-21-33 - General Insurance Renewal 2021-2022
- GM-04-21-31 - Cash and Investment Status
- GM-04-21-30 - Development, Interference with Wetlands and Alterations to Shorelines Regulation
- GM-04-21-34 - Current Watershed Conditions

Delegations

The Board heard from the following delegation:

- Grand Valley Trails Association - Annie Cote-Kennedy, Charles Whitlock, and Laura Anders regarding trail access at Elora Gorge Conservation Area

Source Protection Authority

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

Correspondence

The SPA Board received the following correspondence:

- Lake Erie Region Source Protection Committee regarding the 2020 Grand River Annual Progress Reports be received as information.

Action Items

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

- SPA-04-21-01 - Submission of the 2020 Grand River Annual Progress Report and Supplemental Form

For full information, please refer to the April 23 Agenda Packages. 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 May 28, 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'.

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
RECREATION, PARKS AND LEISURE COMMITTEE MEETING MINUTES
TUESDAY MAY 4, 2021 @ 8:30 A.M.
VIA WEB CONFERENCING
<https://youtu.be/nCe3-t4wAUg>**

Committee Members Present:

- Steve McCabe, Councillor, Chair
- Brian Milne, Deputy Mayor, Township of Southgate
- Dan Yake, Councillor
- Andy Lennox, Mayor ex officio

Staff Members Present:

- Matthew Aston, Director of Operations
- Tom Bowden, Recreation Services Manager
- Mandy Jones, Community Recreation Coordinator
- Tasha Grafos, Administrative Support
- Karren Wallace, Director of Legislative Services

Calling to Order
Chair McCabe called meeting to order at 8:30 a.m.
Adoption of Agenda
RESOLUTION RPL 2021-018 Moved by Member Yake Seconded by Member Milne <i>THAT the agenda for the May 4, 2021 Township of Wellington North Recreation, Parks and Leisure Committee meeting be accepted and passed.</i> <i>CARRIED</i>
Disclosure of Pecuniary Interest
Member Milne declared a pecuniary interest on the May 4, 2021 Agenda under the Reports being the Verbal report on the Arthur arena floor relating to a contractor that is a relative. Member Yake – None.
Minutes of Previous Meeting – April 6, 2021 (approved by Council on April 12, 2021)
Business Arising From Minutes
Arthur Floor (Verbal) Recreation Services Manager: The work on the Arthur Arena Floor is going very well and should remain on schedule. The removal of old material has been completed. New headers have been installed and they have begun bringing in sand and working on the curbing. Target date remains August 1 st for concrete.

Chair McCabe has requested that photos of the progress be sent to the committee.

RESOLUTION RPL 2021-019

Moved by Member Milne
 Seconded by Member Yake

THAT the Recreation, Parks and Leisure Committee receive Report RPL 2021-006 being a report on the Mount Forest Optimist Baseball Diamond Jim Donald Donation;

AND FURTHER THAT Committee recommend the Council of the Township of Wellington North direct staff to work with Mr. Donald to implement the works associated with the donation at the ball diamond at the south-end of the Mount Forest fairgrounds property;

AND FURTHER THAT Committee recommend Council approve a special 2021 capital project of \$30,000 to allow staff to construct improvements that will improve this project but fall outside of the donor's scope;

AND FURTHER THAT Committee recommend Council direct staff to fund this project from the Township's Capital Infrastructure Reinvestment Reserve Fund;

AND FURTHER THAT Committee recommend Council name the ball diamond at the south-end of the Mount Forest fairgrounds property the "Donald Softball Diamond" in recognition of the family's donation until December 31, 2041.

CARRIED

Chair McCabe welcomed Jim Donald to the meeting.

The Mount Forest Optimist Club, Mount Forest Minor Ball and the Mount Forest Slo Pitch League were provided a copy of the Committee meeting agenda. In addition, the Mount Forest Optimist Club was invited to attend.

The Donald family is providing a donation of \$100,000 to go towards upgrades of the ball diamond located at the south-end of the Mount Forest Fairgrounds. The donation would cover costs associated with the installation of new fencing, red clay surfacing and to support the Mount Forest Minor Baseball Association with their upgrades to the players area. The remaining funds would be placed in an account with the township, for future projects. The upgrades to the ball diamond would fall under the Township's Procurement Policy and will progress in accordance with the policy. This would be first red clay diamond in the list of Township's assets.

Staff recommend that an additional \$30,000 be funded by the Township to improve drainage issues at the time of construction.

Chair McCabe asked if the Township could reuse the old stone dust that will be removed to install the clay. Recreation Services Manager responded that the dust would be used on other diamonds in Mount Forest as well as along the track at the fairgrounds. The completion of this project is scheduled for this fall.

Deputation

None.

Ad Hoc Committee Updates

None

Reports

Media Release May 4, 2021
\$18,200 OTF Grant Supports Arthur Pool Upgrades

The Township was successful with a grant application to the Ontario Trillium Foundation and will receive \$18,200. These funds will be used to upgrade the Arthur Pool facility. The reception area will be renovated to include a wraparound desk and sneeze guard, allowing for distancing and protection of staff and community members. Two outdoor showers and a second emergency exit off the deck will be installed as well.

This project will be completed by the end of June. As part of the OTF requirements for receiving this grant, we are required to hold a public event to promote our investment. We are currently planning an online launch to the renovations due to the current restrictions for in-person gatherings.

Mayor Lennox asked if there would be any additional costs. Community Recreation Coordinator explained that the \$18,200 covers the entire project, less the costs of necessary building permits and engineering consult.

Arthur Seniors Centre Correspondence / Damascus Hall Centre Correspondence

Every 60 days the Township has been reaching out to the Centres to advise on the current restrictions and guidelines due to COVID-19 in place from the province and public health and to offer a Township recommendation on a reopening date based on the guidelines.

RESOLUTION RPL 2021-020

Moved by Member Milne

Seconded by Member Yake

THAT the Recreation, Parks and Leisure Committee receive Report RPL 2021-008 being a report on the drainage at Lion Bill Moody Playground.

CARRIED

Chair McCabe asked that we please pass on thanks to the Roads department on behalf of the committee for their help in this project.

RESOLUTION RPL 2021-021

Moved by Member Milne

Seconded by Member Yake

THAT the Recreation, Parks and Leisure Committee receive Report RPL 2021-007 being a report on summer programs.

CARRIED

Director of Operations explained that there is some uncertainty regarding the summer programs. The current Province of Ontario orders will expire on May 20th, at which time we will have a better understanding on how or if the programs can progress. Staff feel that it will be too late to make a decision at the June 1st Recreation, Parks and Leisure Committee meeting as those minutes would not be ratified until the June 14th Council meeting. As such, staff would like to bring a recommendation forward at the May 25th meeting of council.

New Business/Roundtable

Community Recreation Coordinator provided an update on the Arthur OptiMrs Playground and Arthur BIA Outdoor Gym. Both projects will begin work later this week, dependent on weather. The Arthur OptiMrs Playground will be completed within two weeks. The Arthur BIA Outdoor Gym cement pad will be poured at the end of this week and allowed to cure for a week, at which time the equipment can be installed.

Recreation Services Manager gave an update on Memorial Trees. We have two new trees across from the Mount Forest & District Sports Complex, in memory of Doug McLellan and Clarence Sarvis.

Adjournment

RESOLUTION RPL 2021-022

Moved by Yake

Seconded by Milne

THAT the Township of Wellington North Recreation, Parks and Leisure Committee meeting of May 4, 2021 be adjourned at 9:07 a.m.

CARRIED



Staff Report

To: Mayor and Members of Council Meeting of May 10, 2021
From: Tammy Pringle, Development Clerk
Subject: DC2021-008, Consent Application B13-21 David, Lydia & Harlan Brubacher

RECOMMENDATION

THAT Council of the Township of Wellington North receive DC Report 2021-008 being a report on Consent Application (Lot Line Adjustment) B13-21 known as Part Lot 7, Division 1, 2, 3 & 4 WOSR in the geographic Township of Arthur.

AND FURTHER THAT the Council of the Township of Wellington North supports consent application B13-21 as presented with the following conditions:

- **THAT** the Owner satisfy all the requirements of the local municipality, financial and otherwise (included but not limited to Taxes paid in Full; a Fee of \$130.00 for Township Clearance Letter of conditions — or whatever fee is applicable at the time of clearance under the municipal Fees and Charges by-law) which the Township of Wellington North may deem to be necessary at the time of issuance of the Certificate of Consent for the proper and orderly development of the subject lands; and
- **THAT** the owner enter into an agreement apportioning any future maintenance costs on any Municipal Drain located on the property; and the owner shall provide a \$500.00 deposit, for each drain, to cover the cost of the re-apportionment of such drain(s).

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

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

N/A

BACKGROUND

The subject property is located in the West quadrant of the Township, South of Sideroad 3 West and West of Highway 6. It is legally known as ARTHUR CON 10 PT GORE LOT A CON WORSE PT DIV 1 TO 4 PT LOT 7 RP 61R9166.

Proposed lot line adjustment is 0.7 hectares with no frontage, vacant land to be added to abutting agricultural parcel – David, Lydia & Harlan Brubacher.

Retained parcels are 0.5 hectares and 0.3 hectares, existing vacant land.

FINANCIAL CONSIDERATIONS

The municipality will realize \$130.00 in clearance fees.

ATTACHMENTS

- APPENDIX A:
 - Sketch for Severance Application, Project No. 20-9129 prepared Greg Ford at Wilson-Ford Surveying & Engineering, dated March 24, 2021.
- APPENDIX B:
 - Aerial Map of Subject Properties
- APPENDIX C:
 - Matthieu Daoust, Planner; County of Wellington, Township of Wellington North Planning and Development Department, County of Wellington: Report

STRATEGIC PLAN 2019 – 2022

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

Yes

No

N/A

Which priority does this report support?

Modernization and Efficiency

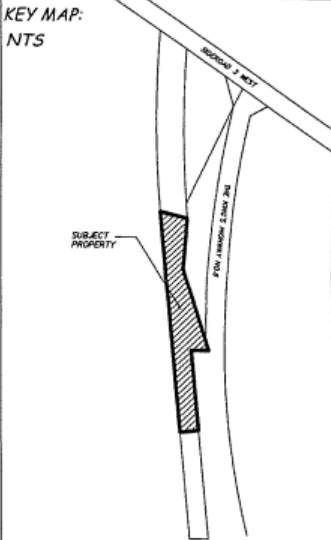
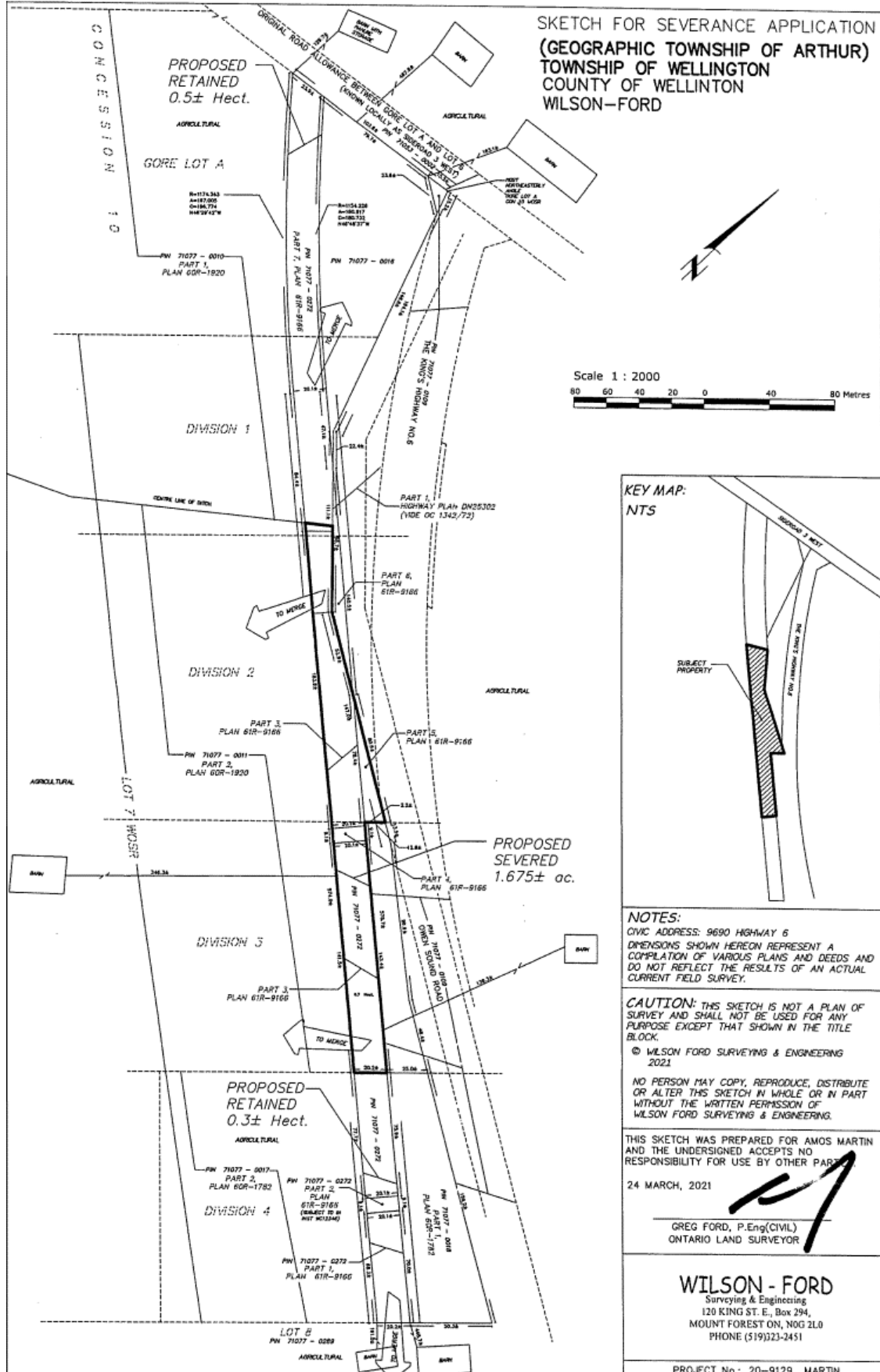
Partnerships

Municipal Infrastructure

Alignment and Integration

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

APPENDIX A – SKETCH FOR SEVERANCE B13-21



NOTES:
 CIVIC ADDRESS: 9690 HIGHWAY 6
 DIMENSIONS SHOWN HEREON REPRESENT A
 COMPILATION OF VARIOUS PLANS AND DEEDS AND
 DO NOT REFLECT THE RESULTS OF AN ACTUAL
 CURRENT FIELD SURVEY.

CAUTION: THIS SKETCH IS NOT A PLAN OF
 SURVEY AND SHALL NOT BE USED FOR ANY
 PURPOSE EXCEPT THAT SHOWN IN THE TITLE
 BLOCK.

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 2021

NO PERSON MAY COPY, REPRODUCE, DISTRIBUTE
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 WITHOUT THE WRITTEN PERMISSION OF
 WILSON FORD SURVEYING & ENGINEERING.

THIS SKETCH WAS PREPARED FOR AMOS MARTIN
 AND THE UNDERSIGNED ACCEPTS NO
 RESPONSIBILITY FOR USE BY OTHER PARTIES

24 MARCH, 2021

GREG FORD, P.Eng(CIVIL)
 ONTARIO LAND SURVEYOR

WILSON - FORD
 Surveying & Engineering
 120 KING ST. E., Box 294,
 MOUNT FOREST ON, N0G 2L0
 PHONE (519)223-2451

PROJECT No.: 20-9129 MARTIN

APPENDIX B – AERIAL MAP OF SUBJECT PROPERTY B13-21



APPENDIX C – PLANNING REPORT B13-21



Planning and Development Department | County of Wellington
 County Administration Centre | 74 Woolwich Street | Guelph ON N1H 3T9
 T 519.837.2600 | F 519.823.1694

Application Location	B13/21
Applicant/Owner	Lot 7, WOSR PT DIV 1 to 3 TOWNSHIP OF WELLINGTON NORTH David, Lydia & Harlan Brubacher

PRELIMINARY PLANNING OPINION: This application for a proposed lot line adjustment would sever 0.67 ha (1.67 ac) of vacant land and merge it with an abutting agricultural parcel located at 9690 Highway 6, approximately 48.64 ha (120.2 ac) in size which contains an existing dwelling, a two barns and a shed. Two retained vacant parcels of land will be the result. The vacant 0.3 ha (0.74 ac) parcel located south-east of the subject lands will be merged with an abutting agricultural parcel at 9656 Highway 6. The other retained vacant parcel located north-west of the subject lands, approximately 0.5 ha (1.23 ac) in size will be merged with the rural residential parcel at 7065 Sideroad 3 W.

This application is consistent with Provincial Policy and would generally conform to the Official Plan. We have no concerns provided the following matters are addressed as conditions of approval:

- a) That the purchaser take title to the severed lands in the same manner as they hold their abutting land; and,
- b) That Subsection 50(3) of the Planning Act, R.S.O., 1990 be applied to any subsequent conveyance or any transaction involving the parcel of land that is the subject of this Consent; and
- c) That safe driveway access is provided to the satisfaction of the appropriate road authority; and
- d) That any concerns of the Conservation Authority be adequately addressed.

A PLACE TO GROW: The Growth Plan for the Greater Golden Horseshoe, 2019, came into effect on May 16, 2019. The proposed severed lands are located outside of any natural heritage features, but will bring the lot closer to these features. Comments from the Conservation Authority should also be considered by the Committee.

PROVINCIAL POLICY STATEMENT (PPS): Section 2.3.4.2 states "Lot line adjustments in prime agricultural areas may be permitted for legal or technical reasons". Planning staff have no MDS concerns.

WELLINGTON COUNTY OFFICIAL PLAN: The subject property is designated PRIME AGRICULTURAL and CORE GREENLANDS. The identified environmental feature is a Sauguen Valley Conservation Authority regulated Hazard Lands.

Within the Official Plan, lot line adjustments may be permitted for legal or technical reasons, including minor boundary adjustments. Section 10.3.5 of the County Official Plan further identifies that:

Lot line adjustments are permitted where no adverse effect on agriculture will occur where:

- a) Two abutting farms are merged and an existing farm residence is made surplus to the resulting enlarged farm parcel;
- b) More viable agricultural operations will result;
- c) An undersized lot is made more usable given the requirement for appropriate sewer and water systems.

Lot line adjustments are deemed not to create new lots for the purposes of this Plan.

The matters under Section 10.1.3 were also considered.

WELL HEAD PROTECTION AREA: The subject property is not located within a well protection zone.

LOCAL ZONING BY-LAW: The subject property is zoned Agricultural (A) and Natural Environment (NE). Once merged, the severed and the retained lands meet the minimum lot area and lot frontage requirements of the by-law. Setbacks from the NE zone for new buildings or structures would apply if new buildings or additions are proposed in the future.

SITE VISIT INFORMATION: The subject property was visited and photographed on May 4th, 2021. Notice Cards were posted and the survey sketch appears to meet the application requirements.

Matthieu Daoust, RPP MCIP
 Planner
 April 23, 2021



WELLINGTON NORTH
SEMPER PORRO

Staff Report

To: Mayor and Members of Council Meeting of May 10, 2021
From: Tammy Pringle, Development Clerk
Subject: DC2021-009, Consent Application B14-21 Garnet & Barbara Troyer

RECOMMENDATION

THAT Council of the Township of Wellington North receive DC Report 2021-009 being a report on Consent Application (Severance) B14-21 known as Part Park Lots 2 & 3 North of Clyde St. & South of Queen St. in the Town of Mount Forest.

AND FURTHER THAT the Council of the Township of Wellington North supports consent application B14-21 as presented with the following conditions:

- **THAT** the Owner satisfy all the requirements of the local municipality, financial and otherwise (included but not limited to Taxes paid in Full; a Fee of \$130.00 for Township Clearance Letter of conditions — or whatever fee is applicable at the time of clearance under the municipal Fees and Charges by-law) which the Township of Wellington North may deem to be necessary at the time of issuance of the Certificate of Consent for the proper and orderly development of the subject lands;
- **THAT** the Owner satisfy the requirements of the Township of Wellington North in reference to parkland dedication fee be \$1,000/lot or part lot created, in 2020; (or whatever fee is applicable at the time of clearance under the municipal Fees and Charges by-law) as provided for in the Planning Act, R.S.O. 1990;
- **THAT** the steel clad shed on the severed lands be removed to the satisfaction of the Township of Wellington North;
- **THAT** the owner enter into an agreement apportioning any future maintenance costs on any Municipal Drain located on the property; and the owner shall provide a \$500.00 deposit, for each drain, to cover the cost of the re-apportionment of such drain(s);

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

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

N/A

BACKGROUND

The subject property is located in the South East quadrant of the Town of Mount Forest and is geographically known as 736 Queen Street East.

Proposed severance is 0.43 hectares with 50.8m frontage, existing urban residential use with existing shed vacant land for proposed urban residential use.

Retained parcel is 0.54 hectares with 61.8m frontage, existing and proposed urban residential use with existing dwelling.

FINANCIAL CONSIDERATIONS

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

ATTACHMENTS

- APPENDIX A:
 - Sketch for Severance Application, Project No. 21-9387 prepared Greg Ford at Wilson-Ford Surveying & Engineering, dated March 25, 2021.
- APPENDIX B:
 - Aerial Map of Subject Property
- APPENDIX C:
 - Matthieu Daoust, Planner; County of Wellington, Township of Wellington North Planning and Development Department, County of Wellington: Report

STRATEGIC PLAN 2019 – 2022

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

Yes
 No
 N/A

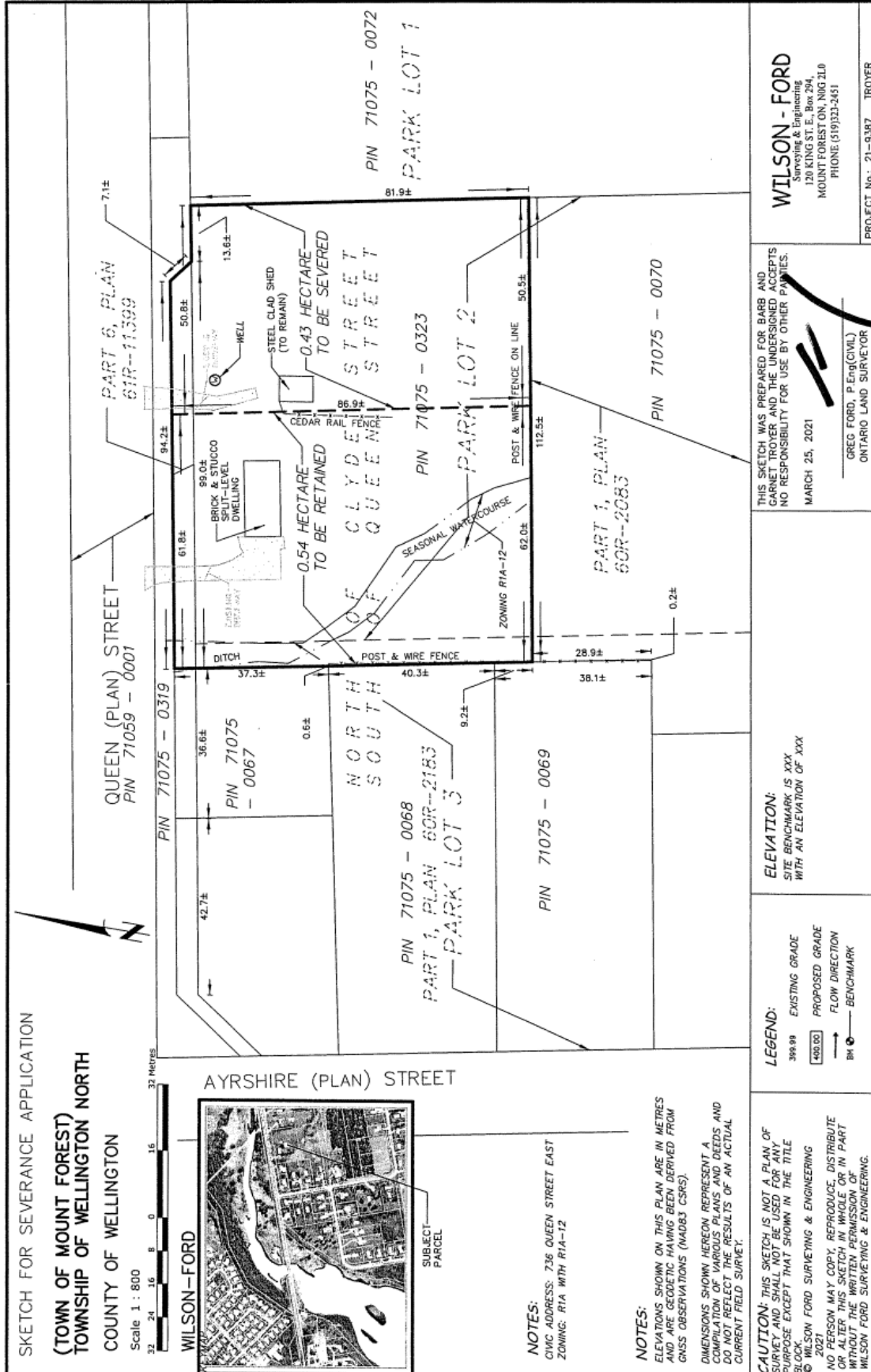
Which priority does this report support?

Modernization and Efficiency
 Partnerships
 Municipal Infrastructure
 Alignment and Integration

Prepared By: Tammy Pringle, Development Clerk *Tammy Pringle*

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

APPENDIX A – SKETCH FOR SEVERANCE B14-21



SKETCH FOR SEVERANCE APPLICATION
 (TOWN OF MOUNT FOREST)
 TOWNSHIP OF WELLINGTON NORTH
 COUNTY OF WELLINGTON



NOTES:
 CIVIC ADDRESS: 736 QUEEN STREET EAST
 ZONING: R1A WITH R1A-12

NOTES:
 ELEVATIONS SHOWN ON THIS PLAN ARE IN METRES AND ARE GEODETIC HAVING BEEN DERIVED FROM GNSS OBSERVATIONS (NAD83 CSRS).
 DIMENSIONS SHOWN HEREON REPRESENT A COMPILATION OF VARIOUS PLANS AND DEEDS AND DO NOT REFLECT THE RESULTS OF AN ACTUAL CURRENT FIELD SURVEY.

CAUTION: THIS SKETCH IS NOT A PLAN OF SURVEY AND SHALL NOT BE USED FOR ANY PURPOSE EXCEPT THAT SHOWN IN THE TITLE BLOCK.
 © WILSON FORD SURVEYING & ENGINEERING 2021
 NO PERSON MAY COPY, REPRODUCE, DISTRIBUTE OR ALTER THIS SKETCH IN WHOLE OR IN PART WITHOUT THE WRITTEN PERMISSION OF WILSON FORD SURVEYING & ENGINEERING.

LEGEND:
 399.98 EXISTING GRADE
 400.00 PROPOSED GRADE
 FLOW DIRECTION
 BM BENCHMARK

ELEVATION:
 SITE BENCHMARK IS XXX WITH AN ELEVATION OF XXX

THIS SKETCH WAS PREPARED FOR BARR AND GARNETT TROYER AND THE UNDERSIGNED ACCEPTS NO RESPONSIBILITY FOR USE BY OTHER PARTIES.
 MARCH 25, 2021
 GREG FORD, P. Eng (CIVIL)
 ONTARIO LAND SURVEYOR

WILSON - FORD
 Surveying & Engineering
 120 KING ST. E., Box 294
 MOUNT FOREST ON, N0G 2L0
 PHONE (519)323-2451

PROJECT No.: 21-9387 TROYER

APPENDIX B – AERIAL MAP OF SUBJECT PROPERTY B14-21



APPENDIX C – PLANNING REPORT B14-21



Planning and Development Department County of Wellington
 County Administration Centre | 74 Woolwich Street | Guelph ON N1H 3T9
 T 519.837.2600 | F 519.823.1694

Application	B14/21
Location	Pt Park Lots 2 & 3, RP 61R11399 Pt 6 TOWNSHIP OF WELLINGTON NORTH (MOUNT FOREST)
Applicant/Owner	Garnet & Barbara Troyer

PRELIMINARY PLANNING OPINION: This application would sever a 0.4 ha (1 ac) vacant lot with an existing steel clad shed in the Urban Centre of Mount Forest and retain a 0.54 ha (1.33 ac) residential lot that contains an existing dwelling.

This application is consistent with Provincial Policy and conforms to the Official Plan. We have no concerns provided the following matters are addresses as conditions of approval:

- That driveway access can be provided to the severed lands to the satisfaction of the of the local municipality;
- That servicing can be accommodated on the severed and retained lands to the satisfaction of the local municipality;
- That zoning compliance for the accessory structure on the severed lands be addressed to the satisfaction of the local municipality;
- That any concerns from the appropriate conservation authority are adequately addressed.

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

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

WELLINGTON COUNTY OFFICIAL PLAN: The subject property is designated as RESIDENTIAL and URBAN CORE GREENLANDS. The identified environmental feature includes a seasonal watercourse. The subject lands are located within the Urban Centre of Mount Forest according to Schedule A6-1 of the Official Plan. Section 7.5.1 states, "Urban Centres are expected to provide a full range of land uses opportunities, including residential uses of various types and densities, commercial, industrial and institutional uses..."

Within the Residential designation, a variety of housing types are permitted; however, low rise and low density housing forms shall continue to dominate.

Section 10.6.2 states that new lots may be created in Urban Centers provided that the land will be appropriately zoned. The proposed severed lands are zoned Unserviced Residential (R1A) Zone.

The matters under section 10.1.3 were also considered including item b) "that all lots can be adequately serviced with water, sewage disposal..." item d) "that all lots have safe driveway access to an all-season maintained public road..." and item l) "that the prosed lots and uses are compatible with and designed to minimize adverse impacts on surrounding uses".

LOCAL ZONING BY-LAW: The subject property is currently zoned Unserviced Residential (R1A) Zone. Within the R1A Zone, one single detached residential dwelling is permitted. The severed and retained lands meet both the minimum lot area and lot frontage requirements.

Planning staff note that there is an existing accessory building on the proposed severed lands. This structure will need to be removed or relief from the zoning by-law would be required to allow an accessory building without the primary use. A condition has been recommended for zoning compliance.

WELL HEAD PROTECTION AREA: The subject property is located within Well Head Protection Area D.

SITE VISIT INFORMATION: The subject property was visited and photographed on May 4th, 2021. Notice Cards were posted and the survey sketch appears to meet the application requirements.

Matthieu Daoust, RPP MCIP
 Planner
 Dated: April 28, 2021



WELLINGTON NORTH
SEMPER PORRO

Staff Report

To: Mayor and Members of Council Meeting of May 10, 2021
From: Tammy Pringle, Development Clerk
Subject: DC2021-010, Consent Application B15-21 Phares & Mary Martin

RECOMMENDATION

THAT Council of the Township of Wellington North receive DC Report 2021-010 being a report on Consent Application (Severance) B15-21 known as Part Lots 2 & 3, Concession 9, EOSR in the geographic township of Arthur.

AND FURTHER THAT the Council of the Township of Wellington North supports consent application B15-21 as presented with the following conditions:

- **THAT** the Owner satisfy all the requirements of the local municipality, financial and otherwise (included but not limited to Taxes paid in Full; a Fee of \$130.00 for Township Clearance Letter of conditions — or whatever fee is applicable at the time of clearance under the municipal Fees and Charges by-law) which the Township of Wellington North may deem to be necessary at the time of issuance of the Certificate of Consent for the proper and orderly development of the subject lands;
- **THAT** the Owner satisfy the requirements of the Township of Wellington North in reference to parkland dedication fee be \$1,000/lot or part lot created, in 2020; (or whatever fee is applicable at the time of clearance under the municipal Fees and Charges by-law) as provided for in the Planning Act, R.S.O. 1990;
- **THAT** the owner receive zoning relief for building setbacks from existing buildings on both the severed and retained to proposed lot line to the satisfaction of the Township of Wellington North;
- **THAT** the owner enter into an agreement apportioning any future maintenance costs on any Municipal Drain located on the property; and the owner shall provide a \$500.00 deposit, for each drain, to cover the cost of the re-apportionment of such drain(s).

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

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

N/A

BACKGROUND

The subject property is located on the East side of Highway 6 just South of the town of Mount Forest and North of Sideroad 2 East in the geographic township of Arthur.

Proposed severance is 362.9m ft x 1140m = 34.5 hectares (Severance #1 on sketch), existing and proposed agricultural use with existing dwelling, 4 sheds & barn.

Retained parcels are 17.5 hectares with 152.6m frontage with existing dwelling & barn existing and proposed agricultural use (Retained #1 on sketch) and 42.6 hectares with 305.7m frontage, existing and proposed agricultural use (Retained #2 on Sketch).

FINANCIAL CONSIDERATIONS

The municipality will realize \$2,130.00 in clearance fees.

ATTACHMENTS

- APPENDIX A:
 - Sketch for Severance Application, Project No. 21-9365 prepared Greg Ford at Wilson-Ford Surveying & Engineering, dated March 26, 2021.
- APPENDIX B:
 - Aerial Map of Subject Properties
- APPENDIX C:
 - Matthieu Daoust, Planner; County of Wellington, Township of Wellington North Planning and Development Department, County of Wellington: Report

STRATEGIC PLAN 2019 – 2022

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

Yes
 No
 N/A

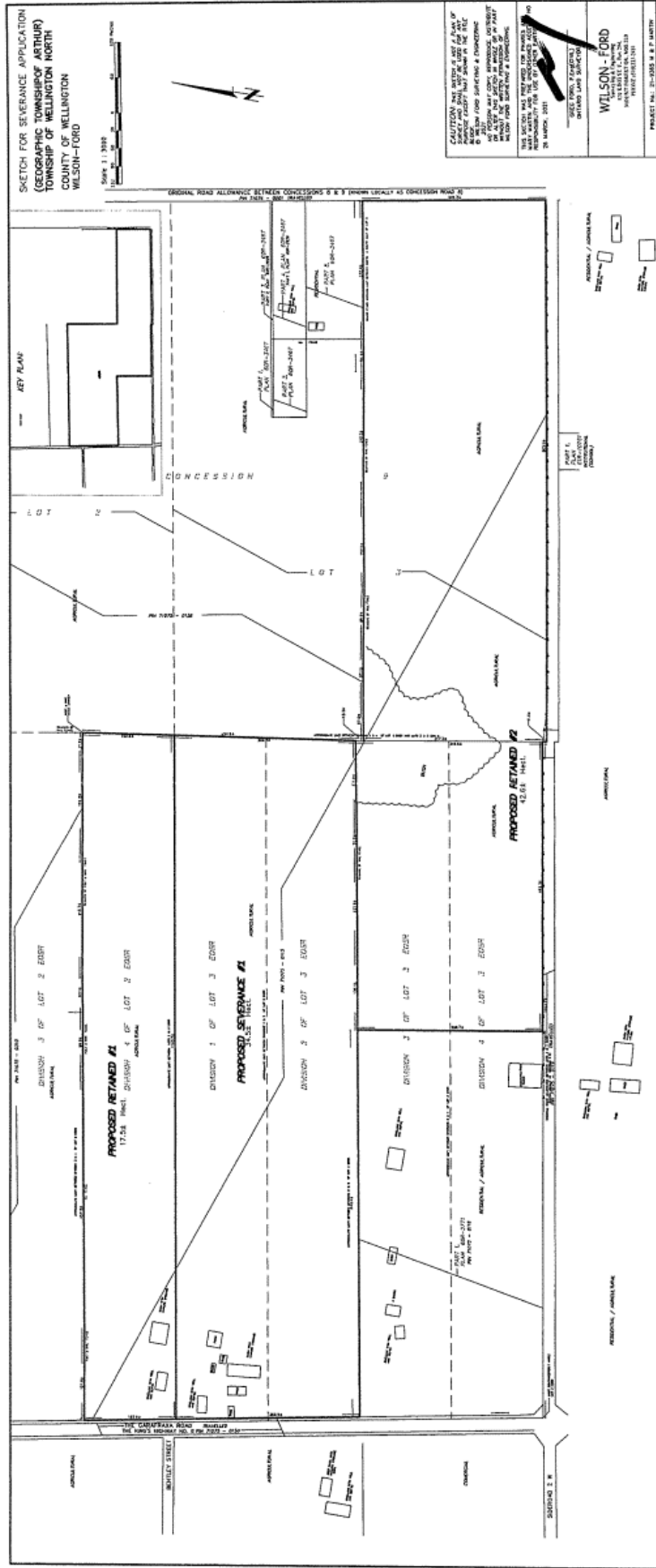
Which priority does this report support?

Modernization and Efficiency
 Partnerships
 Municipal Infrastructure
 Alignment and Integration

Prepared By: Tammy Pringle, Development Clerk *Tammy Pringle*

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

APPENDIX A – SKETCH FOR SEVERANCE B15-21



APPENDIX B -AERIAL MAP OF SUBJECT PROPERTY B15-21



APPENDIX C – PLANNING REPORT B15-21



Planning and Development Department | County of Wellington
 County Administration Centre | 74 Woolwich Street | Guelph ON, N1H 3T9
 T 519.837.2600 | F 519.823.1694

Application	B15/21
Location	EOSR PT DIV 1 PT DIV 2 PT; DIV 3 PT DIV 4 LOT 3 TOWN OF WELLINGTON NORTH
Applicant/Owner	Phares & Mary Martin

PRELIMINARY PLANNING OPINION: This application would sever a 34.5 ha (85.25 ac) agricultural parcel in the Prime Agricultural Area with an existing dwelling, four sheds and a barn. A 17.5 ha (43.24 ac) agricultural parcel with an existing dwelling and a barn would be retained to the north. A second 42.6 ha (105.26 ac) vacant agricultural parcel would be retained to the south.

This application proposes to create an undersized farm parcel in a Prime Agricultural area to restore the original lot line, which the applicant has indicated believes to have occurred around 2010 when the farms were purchased. The Official Plan policies typically require new agricultural lot to be 36 ha (86 ac), but do provide for consideration of smaller lots if it can be demonstrated that the farmer intends to conduct a viable agricultural pursuit on the smaller parcel. The committee should be satisfied that there is suitable evidence that the smaller parcel will be viable into the future.

If this application is approved, we would request that the following be made conditions of approval:

- a) That safe driveway access can be provided to the severed lot to the satisfaction of the local municipality.
- b) That zoning compliance for the barn on the retained lands be addressed to the satisfaction of the local municipality;

A PLACE TO GROW: No Issues.

PROVINCIAL POLICY STATEMENT (PPS): New lots in the Prime Agricultural areas are discouraged and may only be permitted for agricultural uses, provided that the lots are of a size appropriate for the type of agricultural use(s) common in the area and are sufficiently large to maintain flexibility for future changes in the type or size of agricultural operations (Section 2.3.4.1.a).

Regarding Minimum Distance Separation, the MDS Guidelines recognize that where a larger lot is created, a suitable location must be identified for a 1 hectare building envelope outside of the MDS 1 setback. Given that both the severed and retained parcels have existing dwellings and barns, planning staff are satisfied MDS is met given that the lots were previously separated and are now merging together. No new MDS conflicts are created through this consent application.

WELLINGTON COUNTY OFFICIAL PLAN The subject property is designated PRIME AGRICULTURAL and CORE GREENLANDS. The Core Greenlands designation protects the Saugeen Valley Conservation Authority Hazard Lands. Section 10.3.2 of the Official Plan provides policy direction for agricultural lot creation in Prime Agricultural areas:

"New lots for agricultural operations shall be of a size appropriate for the type of agricultural use(s) common in the area and sufficiently large to maintain flexibility for future changes in the type or size of agricultural operations. New agricultural lots will normally be a minimum of 35 hectares in size. Smaller lots may only be considered where there is clear evidence that the farmer intends to conduct an agricultural pursuit which can be successful on a smaller property".

"Where practical, the creation of agricultural lots along the original lots in the Township survey is encouraged even if somewhat smaller than normal lots result".

The Committee should be satisfied that the lot can be utilized as a viable farm parcel, now and into the future.

The matters under Section 10.1.3 were also considered.

WELL HEAD PROTECTION AREA: The subject property is located within a WHPA D.

LOCAL ZONING BY-LAW: The subject property is currently zoned Agricultural site specific (A-1) and Natural Environment (NE) zone. The site specific zoning represents a one kilometre area around an urban boundary and new livestock facilities in the A-1 zone are not permitted. The

PLANNING REPORT B15-21 continued

Planning and Development Department | County of Wellington
County Administration Centre | 74 Woolwich Street | Guelph ON N1H 3T9
T 519.837.2600 | F 519.823.1694

severed and retained lands comply with the minimum lot area and frontage requirements of the zoning by-law.

Staff note that the existing barn located on the northern retained parcel does not appear to meet the require interior side yard setback. As a result, zoning compliance is recommended to the satisfaction of the local municipality.

SITE VISIT INFORMATION: The subject property was visited and photographed on May 4th, 2021. Notice Cards were posted, and the survey sketch appears to meet the application requirements.

A handwritten signature in black ink that reads "Matthieu Daoust".

Matthieu Daoust, RPP MCIP
Planner
April 30, 2021



WELLINGTON NORTH
SEMPER PORRO

Staff Report

To:	Mayor and Members of Council Meeting of May 10, 2021
From:	Tammy Pringle, Development Clerk
Subject:	DC2021-011, Consent Application B16-21 Little-Rest Farms Inc. c/o Dave Sealey

RECOMMENDATION

THAT Council of the Township of Wellington North receive DC Report 2021-011 being a report on Consent Application (Severance) B16-21 known as Part Lot 7, Concession 3 in the geographic township of West Luther.

AND FURTHER THAT the Council of the Township of Wellington North supports consent application B16-21 as presented with the following conditions:

- **THAT** the Owner satisfy all the requirements of the local municipality, financial and otherwise (included but not limited to Taxes paid in Full; a Fee of \$130.00 for Township Clearance Letter of conditions — or whatever fee is applicable at the time of clearance under the municipal Fees and Charges by-law) which the Township of Wellington North may deem to be necessary at the time of issuance of the Certificate of Consent for the proper and orderly development of the subject lands;
- **THAT** the Owner satisfy the requirements of the Township of Wellington North in reference to parkland dedication fee be \$1,000/lot or part lot created, in 2020; (or whatever fee is applicable at the time of clearance under the municipal Fees and Charges by-law) as provided for in the Planning Act, R.S.O. 1990;
- **THAT** driveway access can be provided to the retained lands to the satisfaction of the local municipality;
- **THAT** the retained lands be rezoned to restrict residential development to the satisfaction of the local municipality and the County of Wellington Planning and Development Department;
- **THAT** the owner enter into an agreement apportioning any future maintenance costs on any Municipal Drain located on the property; and the owner shall provide a \$500.00 deposit, for each drain, to cover the cost of the re-apportionment of such drain(s).

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

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

N/A

BACKGROUND

The subject property is located on the West side of Sideroad 7, North of Line 2 in the geographic township of West Luther.

Proposed severance is 70m ft x 165m = 1.1 hectares, existing and proposed rural residential use with existing dwelling.

Retained parcel is 40 hectares with 673m frontage, existing and proposed agricultural use.

FINANCIAL CONSIDERATIONS

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

ATTACHMENTS

- APPENDIX A:
 - Severance Sketch, Project No. 29378-21 prepared Jeffrey Buisman at Van Harten Surveying Inc., dated March 30, 2021.
- APPENDIX B:
 - Aerial Map of Subject Properties
- APPENDIX C:
 - Matthieu Daoust, Planner; County of Wellington, Township of Wellington North Planning and Development Department, County of Wellington: Report

STRATEGIC PLAN 2019 – 2022

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

Yes
 No
 N/A

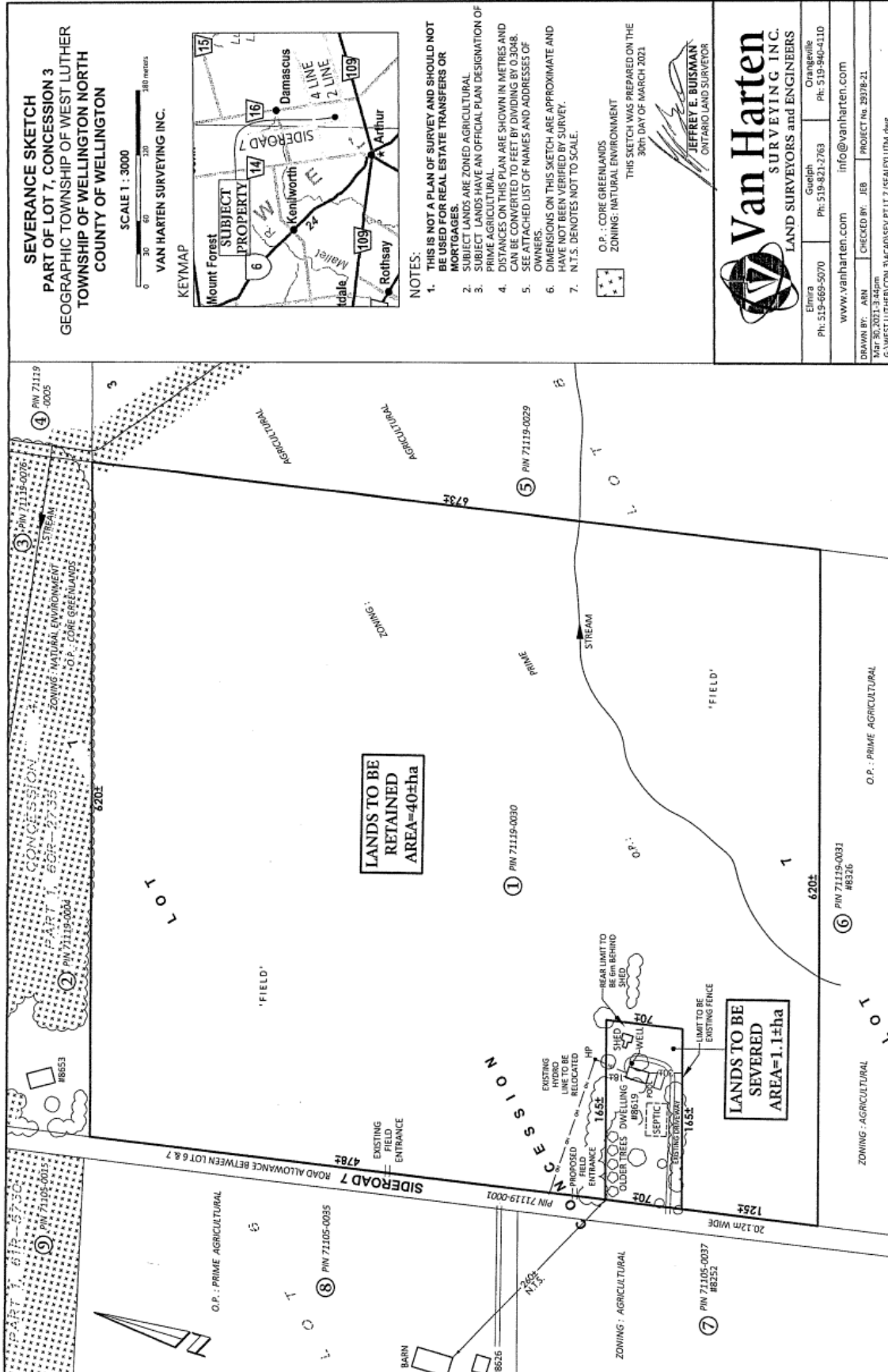
Which priority does this report support?

Modernization and Efficiency
 Partnerships
 Municipal Infrastructure
 Alignment and Integration

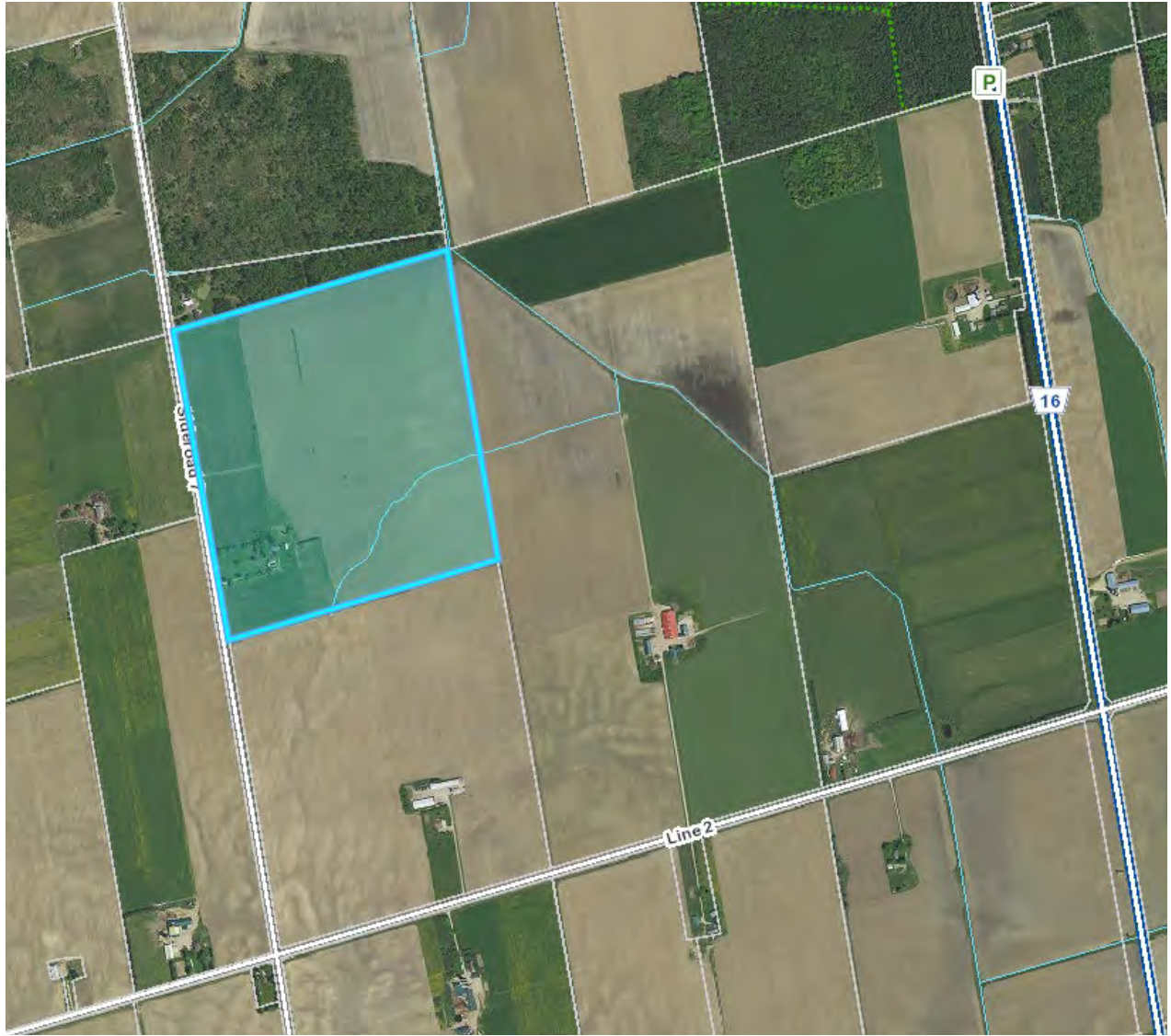
Prepared By: Tammy Pringle, Development Clerk *Tammy Pringle*

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

APPENDIX A – SEVERANCE SKETCH B16-21



APPENDIX B – AERIAL MAP OF SUBJECT PROPERTY B16-21



APPENDIX C – PLANNING REPORT B16-21



Planning and Development Department | County of Wellington
 County Administration Centre | 74 Woolwich Street | Guelph ON N1H 3T9
 T 519.837.2600 | F 519.823.1694

Application	B16/21
Location	Part Lot 7, Concession 3 TOWNSHIP OF WELLINGTON NORTH
Applicant/Owner	Little Rest Farms

PRELIMINARY PLANNING OPINION: This application would sever 1.1 ha (2.7 ac) rural residential parcel with an existing dwelling and a shed in the Prime Agriculture Area. A vacant agricultural parcel of 40 ha (98.8 ac) would be retained. This application is being submitted under the surplus farm dwelling policies.

This application is consistent with Provincial Policy and would generally conform to the Official Plan. We have no concerns provided the following matters are addressed as conditions of approval:

- That driveway access can be provided to the retained lands to the satisfaction of the local municipality;
- That the retained lands be rezoned to restrict residential development to the satisfaction of the local municipality and the County of Wellington Planning and Development Department.

PLACES TO GROW: No concerns.

PROVINCIAL POLICY STATEMENT (PPS): Section 2.3.4.1 states "Lot creation in prime agricultural areas is discouraged and may only be permitted for:

- Agricultural uses, provided lots are of a size appropriate for the type of agricultural use(s) common in the area and are sufficiently large to maintain flexibility for future changes in the type or size of agricultural operations;
- Agricultural-related uses, provided that any new lots will be limited to a minimum size needed to accommodate the use an appropriate sewage and water services;
- a residence surplus to a farming operation...; and
- Infrastructure, where the facility or corridor cannot be accommodated through the use of easements or right-of-ways."

WELLINGTON COUNTY OFFICIAL PLAN: The subject property is designated PRIME AGRICULTURAL. According to section 10.3.4, a severance may be considered for an existing residence that is surplus to a farming operation as a result of farm consolidation, provided that:

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

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

With respect to the above criteria, we are satisfied that this application conforms to criteria a), b), c), d) and e). Item f) can be addressed as a condition of approval.

In terms of the overall farm operation, we have been provided with a farm information form including a list of other farm holdings owned by the applicants, which demonstrates that this application would constitute a farm consolidation.

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

LOCAL ZONING BY-LAW: The subject property is currently zoned Agricultural (A) Zone. Both the severed and retained lands meet the minimum lot area and frontage requirements of the Agricultural (A) Zone. As part of the surplus farm severance policies a standard condition is recommended to rezone the retained lands to prohibit future residential uses.

PLANNING REPORT B16-21 Continued

Planning and Development Department | County of Wellington
County Administration Centre | 74 Woolwich Street | Guelph ON N1H 3T9
T 519.837.2600 | F 519.823.1694

SITE VISIT INFORMATION: The subject property was visited and photographed on May 4th, 2021. Notice Cards were posted and the survey sketch appears to meet the application requirements.

A handwritten signature in black ink that reads "Matthieu Daoust".

Matthieu Daoust, RPP MCIP
Planner

Dated: April 30, 2021

4/29/21

Township of Wellington North
VENDOR CHEQUE REGISTER REPORT
Payables Management

Cheque Number	Vendor Cheque Name	Cheque Date	Amount
77042	Arthur Foodland	4/22/21	\$14.95
77043	Bell Canada	4/22/21	\$43.86
77044	Bell Mobility	4/22/21	\$1,077.45
77045	Bluewater Fire & Security	4/22/21	\$2,006.32
77046	Broadline Equipment Rental Ltd	4/22/21	\$915.49
77047	Chalmers Fuels Inc	4/22/21	\$498.69
77048	Coldwell Banker WIN Realty	4/22/21	\$197.75
77049	Corporate Express Canada Inc.	4/22/21	\$24.17
77050		4/22/21	\$251.21
77051	MCNABB, DONALD	4/22/21	\$2,260.00
77052	Mt Forest Memorials	4/22/21	\$791.00
77053	Orkin Canada Corporation	4/22/21	\$50.85
77054	R. J. Burnside & Assoc. Ltd.	4/22/21	\$4,182.40
77055	Jim Robinson	4/22/21	\$2,825.00
77056		4/22/21	\$310.75
77057	Suncor Energy Inc.	4/22/21	\$3,975.21
77058	TD Wealth	4/22/21	\$806.50
77059	Telizon Inc.	4/22/21	\$777.83
77060	University of Guelph - Ridgeto	4/22/21	\$527.71
77061	Wellington Advertiser	4/22/21	\$950.56
77062	Wellington Comfort Systems Ltd	4/22/21	\$2,700.14
77063	Wellington Catholic Dist Sch B	4/22/21	\$3,095.00
77064	Wightman Telecom Ltd.	4/22/21	\$718.33
77065		4/22/21	\$1,261.50
77066	Young's Home Hardware Bldg Cen	4/22/21	\$518.44
EFT0001857	Arthur Home Hardware Building	4/22/21	\$36.15
EFT0001858	B M Ross and Associates	4/22/21	\$47,973.77
EFT0001859		4/22/21	\$310.75
EFT0001860	CARQUEST Arthur Inc.	4/22/21	\$799.85
EFT0001861	Coburn Insurance Brokers Ltd.	4/22/21	\$247,376.96
EFT0001862	County of Wellington	4/22/21	\$49,213.00
EFT0001863	Canadian Union of Public Emplo	4/22/21	\$1,740.02
EFT0001864	H Bye Construction Limited	4/22/21	\$141.25
EFT0001865	Homewood Health Inc.	4/22/21	\$1,220.40
EFT0001866	Ideal Supply Inc.	4/22/21	\$527.68
EFT0001867	North Wellington Co-op Service	4/22/21	\$1,235.54
EFT0001868	Ont Mun Employee Retirement	4/22/21	\$41,548.00
EFT0001869	Ont Mun Human Resources Assoc	4/22/21	\$375.16
EFT0001870	PACKET WORKS	4/22/21	\$169.50
EFT0001871	Saugeen Economic Development C	4/22/21	\$900.00

Cheque Number	Vendor Cheque Name	Cheque Date	Amount
EFT0001872	SGS Canada Inc.	4/22/21	\$1,726.64
EFT0001873	Entandem	4/22/21	\$448.80
EFT0001874	Triton Engineering Services	4/22/21	\$988.75
EFT0001875	Upper Grand Dist School Board	4/22/21	\$10,835.00
77067	Bluewater Fire & Security	4/28/21	\$515.45
77068		4/28/21	\$45.20
77069	Broadline Equipment Rental Ltd	4/28/21	\$196.49
77070	Chalmers Fuels Inc	4/28/21	\$185.16
77071	Hydro One Networks Inc.	4/28/21	\$3,153.27
77072	Jim's Auto Service	4/28/21	\$839.00
77073	Kronos Canadian Systems Inc.	4/28/21	\$1,130.01
77074	Manulife Financial	4/28/21	\$31,612.01
77075	Ministry of Finance	4/28/21	\$43,273.73
77076	Minister of Finance	4/28/21	\$195.00
77077		4/28/21	\$310.75
77078	TD Wealth	4/28/21	\$801.58
77079	Township of Centre Wellington	4/28/21	\$1,666.59
77080	Enbridge Gas Inc.	4/28/21	\$2,423.63
77081	Workplace Safety & Ins Board	4/28/21	\$7,284.40
77082	Young's Home Hardware Bldg Cen	4/28/21	\$151.71
EFT0001876	Canada's Finest Coffee	4/28/21	\$118.00
EFT0001877	CARQUEST Arthur Inc.	4/28/21	\$425.25
EFT0001878	Clark Bros Contracting	4/28/21	\$1,469.00
EFT0001879	County of Wellington	4/28/21	\$14,915.00
EFT0001880	Canadian Union of Public Emplo	4/28/21	\$1,727.46
EFT0001881	Frey Communications	4/28/21	\$3,252.09
EFT0001882	Hort Manufacturing (1986) Ltd.	4/28/21	\$158.09
EFT0001883	North Wellington Co-op Service	4/28/21	\$333.35
EFT0001884	Ont Clean Water Agency	4/28/21	\$19,419.19
EFT0001885	Purolator Inc.	4/28/21	\$35.60
EFT0001886	ROBERTS FARM EQUIPMENT	4/28/21	\$54.43
EFT0001887	Saugeen Economic Development C	4/28/21	\$5,000.00
EFT0001888	Suncor Energy Inc.	4/28/21	\$855.68
EFT0001889	Teviotdale Truck Service & Rep	4/28/21	\$268.98
EFT0001890	Town of Minto	4/28/21	\$466.40
EFT0001891	Turriss Sites Development Corp.	4/28/21	\$68.74
EFT0001892	Yake Electric Ltd	4/28/21	\$365.22

Total Amount of Cheques:

\$581,064.79



Staff Report

To: Mayor and Members of Council Meeting of May 10, 2021
From: Karren Wallace, Director of Legislative Services/Clerk
Subject: Report CLK 2021-013 Sale of Land

RECOMMENDATION

THAT the Council of The Corporation of the Township of Wellington North receive Report CLK 2021-013 being a report on the sale of lands known Pt PkIts 6, 7, & 8, N/S Catherine St, Crown Survey Arthur Village being Part 1 on 61R-21412 Wellington Road 109;

AND FURTHER THAT Council hereby declares the lands as surplus to the needs of the municipality;

AND FURTHER THAT the Mayor and Clerk be authorized to execute the by-law to enter into the Agreement of Purchase and Sale.

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

CLK 2021-011 Potential Sale of Land Wells Street, Arthur

BACKGROUND

At the April 12, 2021 closed meeting, Council considered a request to sell the lands shown on the attached survey as Part 1 (approximately 1.2 acres).

Staff were directed to enter into negotiations with the purchaser.

An appraisal was prepared by Bill Nelson, Coldwell Bankers, dated April 20, 2021, that valuing the property at \$115,000.00.

A copy of the Offer of Purchase and Sale is attached to By-law No. 050-21 included in this agenda.

FINANCIAL CONSIDERATIONS

The municipality will realize \$115,000.00, less legal costs and the cost of the appraisal. Rezoning is at the expense of the purchaser.

ATTACHMENTS

- 61R-21412

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

PLAN OF SURVEY OF
**PART OF PARK LOT 8 NORTH OF
 CATHERINE STREET
 CROWN SURVEY
 (VILLAGE OF ARTHUR)
 TOWNSHIP OF WELLINGTON NORTH
 COUNTY OF WELLINGTON
 WILSON-FORD**



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

I REQUIRE THIS PLAN TO BE
 DEPOSITED UNDER THE
 LAND TITLES ACT

PLAN 61R-21913
 RECEIVED AND DEPOSITED

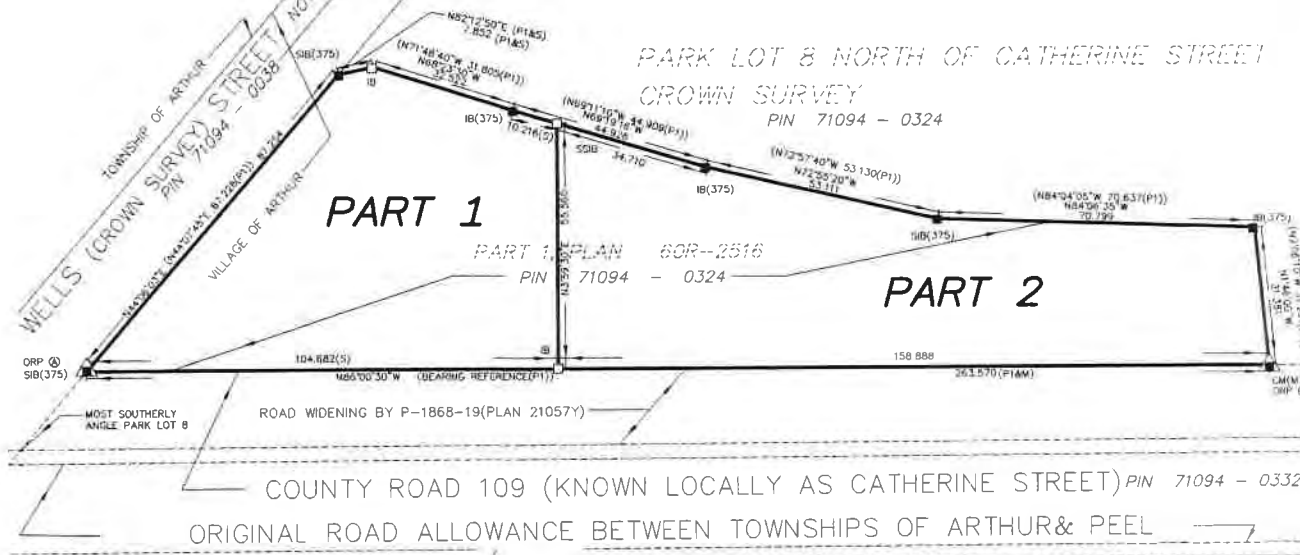
21 AUGUST, 2018

DATE: August 21, 2018

GREG FORD, P. Eng. (CIVIL)
 ONTARIO LAND SURVEYOR

REPRESENTATIVE FOR THE LAND
 REGISTRAR FOR THE LAND TITLES
 DIVISION OF WELLINGTON (NO 61)

SCHEDULE			
PART	PARK LOT	PLAN	PIN
1	PART OF 8	CROWN SURVEY	PART OF 71094-0324
2	PART OF 8		PART OF 71094-0324
PARTS 1 & 2 COMPRISE PART OF 71094-0324			



SURVEYOR'S CERTIFICATE
 I CERTIFY THAT :
 1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH
 THE SURVEYS ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT
 AND THE REGULATIONS MADE UNDER THEM
 2. THE SURVEY WAS COMPLETED ON THE 21st DAY OF AUGUST, 2018

21 AUGUST, 2018
 DATE
 GREG FORD, P. Eng. (CIVIL)
 ONTARIO LAND SURVEYOR

ORIGINAL ROAD ALLOWANCE
 BETWEEN LOTS 6 & 7

BEARING NOTE

BEARINGS ARE UTM GRID, DERIVED FROM SIMULTANEOUS GPS
 OBSERVATIONS BETWEEN ORP A AND ORP B HAVING A BEARING OF
 N 88°00'30" W REFERRED TO THE CENTRAL MERIDIAN 81°00'00"
 LONGITUDE UTM ZONE 17, NAD83 (CSRS)(2010)

FOR BEARING COMPARISONS, A ROTATION OF 0019°40" CCW
 WAS APPLIED TO BEARINGS ON PLAN 60R-2516

OBSERVED REFERENCE POINTS (ORP'S) DERIVED FROM GPS OBSERVATIONS USING THE TOPNET NETWORK (RTN) UTM ZONE 17, NAD83 (CSRS)(2010)		
COORDINATES TO URBAN ACCURACY PER SEC 12(2) OF O. REG. 216/O		
POINT ID	NORTHING	EASTING
ORP (A)	4 853 130.183	535 253.741
ORP (B)	4 853 111.824	535 516.132

COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH
 CORNERS OR BOUNDARIES SHOWN ON THIS PLAN

DISTANCES ON THIS PLAN ARE GROUND AND CAN BE CONVERTED TO
 GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.999567

LEGEND

- DENOTES FOUND MONUMENTS
 - ID SET MONUMENTS
 - IB IRON BAR
 - SIB STANDARD IRON BAR
 - SSIB SHORT STANDARD IRON BAR
 - ▲ OBSERVED REFERENCE POINT
 - PIN PROPERTY IDENTIFICATION NUMBER - ALL PINS
SHOWN ARE LAND TITLES UNLESS NOTED OTHERWISE
 - P1 PLAN 60R-2516
 - P2 P-1868-19(21056Y)
- ALL BEARINGS AND DISTANCES SHOWN HEREON ARE MEASURED UNLESS
 INDICATED OTHERWISE

WILSON - FORD
 Surveying & Engineering
 120 KING ST. E., Box 294,
 MOUNT FOREST ON, N0G 2L0
 PHONE (519)323-2451
 PROJECT No: 18-B985



WELLINGTON NORTH
SEMPER PORRO

Staff Report

To: Mayor and Members of Council Meeting of May 10, 2021
From: Karren Wallace, Director of Legislative Services/Clerk
Subject: Report CLK 2021-014 Amendments to By-law 5000-05 Parking By-law

RECOMMENDATION

THAT Council of the Township of Wellington North receive Report CLK 2021-014 being a report on amendments to By-law 5000-05 being the Parking By-law;

AND FURTHER THAT Council authorizes the Mayor and Clerk to sign a by-law to amend By-law 5000-05 Parking By-law.

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

N/A

BACKGROUND

Parking By-law 5000-05 is a by-law in place with all Wellington County municipalities and is administered by the County and enforced by Wellington County OPP.

The County has advised the Parking by-law needs to be updated to reflect wording changes in the Highway Traffic Act.

The changes are:

Definition Section:

- 1) Update Disabled Parking space to Accessible Parking Space.

“accessible parking space” means a parking space upon a highway or on a public parking lot or on private property where properly worded signs or pavement markings are on display indicating that the parking space is designated for the use of a vehicle transporting persons with a disability;

“accessible parking permit” means a parking permit issued by the Minister of Transportation under the authority of Highway Traffic Act R.R.O. 1990 Regulation 581 Accessible Parking For Persons with Disabilities.

- 2) Update Taxicab to: (this is from the Taxi by-law)

“Taxicab” shall mean a motor vehicle which is used for the conveyance of Passengers with a seating capacity of no more than (9) nine but does not include a public vehicle as defined under the Public Vehicles Act, or successor legislation, or a Vehicle for Hire;”

3) Update Commercial Motor Vehicle

“commercial motor vehicle”, unless otherwise defined by regulation, means a motor vehicle having attached to it a truck or delivery body and includes an ambulance, a hearse, a casket wagon, a fire apparatus, a bus and a tractor used for hauling purposes on a highway;

4) Update Stop and or Stopping

“stop” or “stopping”, when prohibited, means the halting of a vehicle, even momentarily, whether occupied or not, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or of a traffic control sign or signal;

5) Update Pedestrian Crossover

“pedestrian crossover” means any portion of a roadway distinctly indicated for pedestrian crossing by signs on the highway and lines or other markings on the surface of the roadway as prescribed by the regulations;

6) Update Vehicle

“vehicle” includes a motor vehicle, trailer, traction engine, farm tractor, road-building machine, bicycle and any vehicle drawn, propelled or driven by any kind of power, including muscular power, but does not include a motorized snow vehicle or a street car;

7) Added:

“Vehicle for Hire” means a vehicle which provides transportation for a Vehicle for Hire Service;

“Vehicle for Hire Service” shall mean the use of a Vehicle for Hire for the conveyance of Passengers arranged through a Vehicle for Hire Business;

“Vehicle for Hire Business” means a business which, through an Electronic Platform, arranges transportation of Passengers by Drivers in a Vehicle for Hire, that is commenced within the boundaries of the County of Wellington for compensation, but does not include:

- (i) Any Taxicab Service or Accessible Taxicab Service;
- (ii) Any bus transportation service;
- (iii) Any carpooling arrangement as defined in the Public Vehicles Act; or
- (iv) Any ambulance, fire truck or other emergency vehicle service;

8) Added wording to Taxicab Stand to include Vehicles for Hire. Schedule H would be renamed to
“Taxicab and Vehicles for Hire Stand”

9) Section 5(b) - Change wording to read “ Voluntary payment of a fine may be made by mail, internet or Phone.”

10) Sections 9.7 and 9.8 add wording to include Municipal Lots

9.7 No person shall park a vehicle upon a highway or Municipal Lot in a time limited parking zone for a period of time in excess of the time designated in Schedule "I" to this by-law.

9.8 No person shall park a vehicle upon a highway or Municipal in a time limited parking zone during a prohibited time as designated in Schedule "I" to this by-law.

11) Sections 9.30 and 9.32 Change wording to Accessible

9.30 No person shall park a vehicle upon a highway or on a municipal parking lot so as to obstruct an access ramp provided for the use of an accessible persons.

9.32 No person shall park a vehicle upon a highway or on a municipal parking lot or on private property in an accessible parking space unless that vehicle is transporting persons with disabilities and also displays a valid accessible person parking permit issued by the Ontario Ministry of Transportation.

12) Update the Short Form wordings.

9.08 Park not within prohibited time

9.30 Parked in persons with a Disabilities space

FINANCIAL CONSIDERATIONS

There is no financial impact by receiving the report or passing the by-law

ATTACHMENTS

- Schedule A – amending By-law 055-21 attached to 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

Prepared By: Karren Wallace, Director of Legislative Services/Clerk

Karren Wallace

Recommended By: Michael Givens, Chief Administrative Officer

Michael Givens



WELLINGTON NORTH
SEMPER PORRO

Staff Report

To: Mayor and Members of Council Meeting of May 10, 2021

From: Karren Wallace, Director of Legislative Services/Clerk

Subject: Report CLK 2021-015 Provincial Emergency Operations Centre (PEOC) Surge Capacity Roster

RECOMMENDATION

THAT Council of the Township of Wellington North receive Report CLK 2021-015 being a report on Provincial Emergency Operations Centre (PEOC) Surge Capacity Roster;

AND FURTHER THAT Council direct the Chief Administrative Officer to sign an agreement with HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by THE SOLICITOR GENERAL that authorizes the Township Director of Legislative Services/Clerk, Karren Wallace to assist the Provincial Emergency Operations Centre as per the terms of the agreement.

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

N/A

BACKGROUND

As part of the Province's annual response planning, Emergency Management Ontario (EMO) is preparing for the 2021 seasonal flooding and wildfires. This is particularly critical with respect to First Nation communities who may find it necessary to evacuate to escape flooding and wildfires/smoke. To strengthen the capacity of the Provincial Emergency Operations Centre (PEOC) to respond to these emergencies, EMO is seeking to develop a 2021 surge capacity roster comprised of municipal and provincial emergency management practitioners.

Putting a name forward from our municipality does not necessarily mean the person will be called upon to assist the PEOC in the coming months, as this is only when surge capacity may be required over a short period of time.

A benefit to Wellington North is this can be a professional development opportunity that will help an individual gain operational experience and offer a first-hand perspective into how the province coordinates support to communities during emergencies.

During emergency activations, members of this surge capacity roster would be selected to staff a variety of roles in the Command Staff, Logistics, Planning and Operations Sections according to the principles and concepts of the incident management system (IMS). Because of COVID-19, members of this roster, who would otherwise be deployed to the PEOC in Toronto will instead likely be required to support the PEOC virtually, using their normally assigned municipal IT resources.

I approached the Chief Administrative Officer about this opportunity, and he provided a nomination letter for me which has been accepted by the Province.

An agreement must be entered into to provide for payment, duties, responsibilities, etc.

FINANCIAL CONSIDERATIONS

The Ministry will reimburse Township of Wellington North Township of Wellington North for the salary and the employer's share of benefits for the period of the secondment.

ATTACHMENTS

- Schedule A – Agreement

STRATEGIC PLAN 2019 - 2022

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

Yes No N/A

Which priority does this report support?

Modernization and Efficiency Partnerships
 Municipal Infrastructure Alignment and Integration

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

Ministry of the Solicitor GeneralOffice of the Fire Marshal and
Emergency Management25 Morton Shulman Avenue
Toronto ON M3M 0B1
Tel: 647-329-1100
Fax: 647-329-1143**Ministère du Solliciteur général**Bureau du commissaire des incendies et
de la gestion des situations d'urgence25, avenue Morton Shulman
Toronto ON M3M 0B1
Tél. : 647-329-1100
Télééc. : 647-329-1143

**SECONDMENT AGREEMENT
(The “Agreement”)**

BETWEEN

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by
THE SOLICITOR GENERAL
 (“SOLGEN” or the “Ministry”)**

AND

TOWNSHIP OF WELLINGTON NORTH

AND

**KARREN WALLACE
 (“Secondee”)**

The parties agree that Karren Wallace will be assigned to the Ministry of the Solicitor General (Ministry) on a secondment basis, subject to the following terms and conditions:

1. Secondment

1.1 During the term of the secondment, the Secondee will report to the Deputy Chief, Emergency Management Operations, Office of the Fire Marshal & Emergency Management (OFMEM) Division, SOLGEN and carry out activities as PEOC Support Officer, which may include:

- Being assigned a role in any of the PEOC sections, including Command, Operations, Planning, Logistics or Finance and Administration
- Assisting with the development of information products for PEOC stakeholders
- Conducting outreach to officials from communities impacted or potentially impacted by emergencies to establish and maintain situational awareness

1.2 The Secondee shall work 36.25 hours weekly, during hours of work to be mutually agreed upon with the Ministry. The Secondee may also be on-call on a rotating basis and divided equally with members of the team. If the Secondee is required to work outside of normal work hours, the Secondee shall be given time off in lieu at a time to be mutually agreed upon with the Ministry.

2. Term, Extension and Termination

- 2.1 The term of this secondment agreement shall be effective from April XX, 2021 to May XX , 2021> (the "Term").
- 2.2 The Term may be extended for a period of up to one (1) week upon mutual agreement of all parties in writing. Any extension will be agreed upon no later than three (3) business days prior to the Term's planned end date.
- 2.3 At the end of the Term or upon termination of the Agreement, the Secondee shall return to his/her home position at the Township of Wellington North, a regular, full time employee. The Secondee agrees to notify all parties in writing of his/her intention to return to work with three (3) business days' notice prior to the date of such return if it is earlier than the expected end of the Term. The Secondee shall return any and all Ministry property to SOLGEN. For clarity, all work performed during the secondment shall remain the property of the Ministry.
- 2.4 Upon completion or termination of the secondment, the Ministry shall provide Township of Wellington North with a performance evaluation based on their secondment.
- 2.5 During the Term of this Agreement, the Secondee shall at all times remain an employee of Township of Wellington North. The Secondee shall not be considered an employee of the Ministry and shall have no rights and entitlements that would normally flow from employment with the Ministry.
- 2.6 Any party may terminate this Agreement at any time, for any reason, with three (3) days written notice to all parties. The termination of this Agreement shall not affect the employment obligations existing between Township of Wellington North and the Secondee.
- 2.7 The Agreement may be terminated immediately, without notice, should any party be found to be in material breach of it.
- 2.8 As part of the delegated authority to direct the Secondee on a day-to-day basis, the Ministry will have the delegated authority to direct the Secondee in the performance of his/her duties and to implement corrective action if and when required. The Ministry will inform Township of Wellington North of any corrective action implemented and will not proceed with a discipline, suspension or termination of the Secondee's employment without consulting with, and obtaining prior approval from Township of Wellington North. The Ministry will cooperate with Township of Wellington North and provide any information it requires relating to the Secondee's employment and performance.

3. Remuneration

- 3.1 The Secondee will continue to be paid their regular salary from Township of Wellington North Township of Wellington North. The Ministry will reimburse Township of Wellington North Township of Wellington North for the salary and the employer's share of benefits for the period of the secondment. No other salary revisions will be recognized without prior Ministry approval. Township of Wellington North Township of Wellington North shall invoice the Ministry on a monthly basis.

- 3.2 During the secondment, the Secondee will be subject to all normal benefits and compensation policies and procedures in effect with Township of Wellington North Township of Wellington North. Township of Wellington North Township of Wellington North shall be responsible for paying the Secondee's salary and benefits as per plan provisions, including but not limited to pension contributions, union dues, applicable awards and any salary adjustments.
- 3.3 During the secondment, the Secondee shall be reimbursed by the Ministry for authorized expenses (including travel expenses) incurred during the course of the secondment subject to the Travel, Meal and Hospitality Expenses Directive issued by the Management Board of Cabinet.
- 3.4 The Secondee will continue to be governed by Township of Wellington North Township of Wellington North Vacation Entitlement/Attendance policies. The Ministry agrees to advise the Township of Wellington North Township of Wellington North on a biweekly basis of any hours that the Secondee is absent from work related to sick or vacation time and any hours that they work in excess of 36.25 hours per week for payroll and invoicing purposes. For the purpose of sick time, the Secondee agrees to follow the Township of Wellington North Township of Wellington North management policy. For the purpose of vacation, the hours will be deducted from the Secondee's Township of Wellington North Township of Wellington North vacation bank. Absences for vacation must be arranged by mutual agreement between the Secondee and the Ministry.

4. Compliance with OPS and Ministry Directives and Guidelines

- 4.1 During the secondment, the Secondee agrees to abide by the rules and processes consistent with the OPS and Ministry directives and guidelines, including but not limited to: applicable legislation; corporate policies, directives and guidelines; Code of Ethics for Coroners; Information and Information Technology Directive; the Respectful Workplace Policy and the Travel, Meal and Hospitality Expenses Directive; Part V, Political Activity of the *Public Service of Ontario Act*; and *Ontario Regulation 381//07, Conflict of Interest Rules for Public Servants and Former Public Servants*.
- 4.2 The Secondee will continue to be governed by and comply in every respect with Health, Safety and Environmental Policies, Code of Conduct and any other Township of Wellington North Township of Wellington North policies, procedures or guidelines as may be in effect from time to time.
- 4.3 The Secondee will work in a safe manner and adhere to relevant Township of Wellington North Township of Wellington North and Ministry Health and Safety policies; reporting any/all work related injuries/incidents/accidents to the Ministry as soon as possible following the event using a Hazard/Incident/Accident Report with a copy to Township of Wellington North's Occupational Health and Safety authorities.
- 4.4 The Ministry acknowledges that it will provide a safe working environment and that on receipt of notification of a work related injury or illness by the Secondee will complete Township of Wellington North's Health & Safety Incident Report and submit it to Township of Wellington North within one (1) business day of an incident or accident being reported to them. The Ministry will notify Township of Wellington North immediately of any Critical

Injury, involving the Seconded, as defined by the Occupational Health and Safety Act (OHSA). The Ministry will be responsible for the cost associated with providing sick leave coverage in accordance with the Hospital Disability Insurance plan, up to and including the final day of the Agreement.

5. Conflict of Interest

5.1 The Seconded and Township of Wellington North represent that the Seconded has no actual or potential conflict of interest with the Ministry or with respect to the performance of her duties and obligation under this Agreement. The Seconded agrees to act so as to avoid any actual or potential conflict of interest. The Seconded is further required to immediately advise Township of Wellington North if any potential or actual conflict of interest situation arises during the secondment. As warranted, Township of Wellington North shall share the details of the potential or actual conflict in writing with the Ministry in a timely manner.

6. Confidentiality and Intellectual Property

6.1 During the secondment, the Seconded will have access to confidential and sensitive Ministry documents and information. The Seconded shall not disclose or publish at any time any of the information provided to her by the Ministry or any of the information obtained, conceived of, originated, discovered or developed in the course of the performance of the Seconded's duties and obligations under this Agreement without the prior written consent of the Ministry representative.

6.2 The Ministry shall be the sole owner of any newly created intellectual property. Township of Wellington North and the Seconded irrevocably assign to and in favour of the Ministry and the Ministry accepts every right, title and interest in and to all newly created intellectual property developed by the Seconded during or related to the secondment, immediately following the creation thereof, for all time and irrevocably waives in favour of the Ministry all rights of integrity and other moral rights to all newly created intellectual property developed by the Seconded during or related to the secondment, immediately following the creation thereof for all time.

6.3 The provisions of 6.1 and 6.2 above shall survive the termination of this Agreement.

7. Access to Ministry Property

7.1 The Ministry expressly reserves the right, exercisable in its sole, absolute and unfettered discretion to deny the Seconded access to any Ministry premises at any time.

8. WSIA Coverage

8.1 Township of Wellington North shall be responsible for providing workers' compensation for the Seconded. In the event the Seconded suffers a compensable injury during the term of the Agreement, Township of Wellington North shall be responsible for all of the obligations imposed on the employer by WSIA or any successor legislation. The Seconded will remain a worker of Township of Wellington North for the purposes of accommodation and re-employment in accordance with WSIB legislation. Any

experience rating costs resulting from any injuries and/or illnesses that arise out of the course of the secondment to the Ministry will be the responsibility of the Ministry.

- 8.2 The Ministry shall not be liable for any injury, death or property damage to Township of Wellington North or the Seconded or for any claim by any third party against Township of Wellington North or Seconded unless it was caused by the negligence and willful act of an employee or agent of the Ministry.

9. Other Terms and Conditions

- 9.1 The parties agree that any disputes arising under this Agreement may be escalated to the Director, Emergency Management and Michael Givens, Chief Administrative Officer for resolution. If the designees cannot resolve the dispute, the parties may, upon consent, agree to mediate the dispute.
- 9.2 The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision shall be deemed to be severed.
- 9.3 Notices and communications shall be delivered in writing and shall be delivered by email, mail, courier or fax, and shall be addressed to the respective contacts, as set out below, or to whom the Ministry or Township of Wellington North may later designate by Notice.

For the Ministry:

Chris Pittens, Deputy Chief, Emergency Management Operations
25 Morton Shulman Ave. 5th Floor
Toronto, ON M3M 0B1
Chris.Pittens@ontario.ca

For the Township of Wellington North:

Michael Givens, Chief Administrative Officer
7490 Sideroad 7 W, Box 125
Kenilworth, ON N0G 2E0
mgivens@wellington-north.com

For the Seconded:

Karren Wallace, Director Legislative Services/Clerk
7490 Sideroad 7 W, Box 125
Kenilworth, ON N0G 2E0
kwallace@wellington-north.com

Notice shall be deemed to have been received: in the case of regular mail, seven days after a Party mails the Notice; or in the case of email, courier or fax, at the time the other Party receives the Notice.

- 9.4 If a party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

- 9.5 This Agreement and the rights, obligations and relations of the Parties shall be governed by and construed in accordance with the law of the Province of Ontario. Any actions or proceedings arising in connection with the Agreement shall be conducted in Ontario.
- 9.6 Township of Wellington North acknowledges and agrees that it may not assign or transfer this Agreement or any right under this Agreement, either in whole or in part, without the express written consent of the Ministry.
- 9.7 This Agreement 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.

The signatures below indicate that all parties concerned have agreed to the terms and conditions as outlined above.

**Chris Pittens, Deputy Chief, Emergency
 Management Operations**

 Date

Michael Givens, CAO

 Date

Karren Wallace
 Secondee

 Date

- c. Human Resources, Township of Wellington North
 HR Advisory Services, MGCS

**Wellington North Power Inc.**

290 Queen Street West, PO Box 359, Mount Forest, ON N0G 2L0
Phone: 519.323.1710 Fax: 519.323.2425

www.wellingtonnorthpower.com

E-mail: wnp@wellingtonnorthpower.com
ESA # 7012854

April 29, 2021

Mayor Andrew Lennox and Members of Council
Township of Wellington North
7490 Sideroad 7 West
P.O. Box 125
Kenilworth, ON N0G 2E0

Dear Mayor Lennox and Members of Municipal Council:

Re: **Wellington North Power Inc. - 2021 Annual Dividend**

On April 27th 2021 the Board of Directors of Wellington North Power Inc. passed a resolution (# 2021-0427-104) declaring that no dividend payment shall be made to the Shareholders in 2021. The decision adheres to the company's "Dividend Policy" signed March 1, 2018.

Background

Given the on-going COVID-19 pandemic and resulting Orders from the Government of Ontario as well as legislative mandates from the Ministry of Energy and the Ontario Energy Board, there is uncertainty about Wellington North Power Inc.'s cash-flow, operating expenses and revenues for 2021. It was therefore deemed prudent to declare no dividend payment for 2021.

Should you have any questions please do not hesitate to contact me.

Yours truly,

Jim Klujber
CEO / President

**Wellington North Power Inc.**

290 Queen Street West, PO Box 359, Mount Forest, ON N0G 2L0
Phone: 519.323.1710 Fax: 519.323.2425

www.wellingtonnorthpower.com

E-mail: wnp@wellingtonnorthpower.com
ESA # 7012854

April 28th 2021

Mayor Andrew Lennox and Members of Council
Township of Wellington North
7490 Sideroad 7 West
P.O. Box 125
Kenilworth, ON N0G 2E0

Dear Mayor Lennox and Members of Municipal Council:

Re: Wellington North Power Inc. - 2021 Annual Shareholder Meeting

On behalf of the Board of Directors and employees of Wellington North Power Inc., I would like to invite you to the Annual Shareholder Meeting on Tuesday May 25th 2021 at 6:00 p.m. Given the COVID-19 pandemic situation, this will be a virtual-meeting where representatives will use video-conferencing technology to join the meeting.

All Members of the Township of Wellington North Council and Township of Southgate Council are invited to attend. At least three (3) members of the majority shareholder, the Township of Wellington, are required to form a quorum.

One representative of each of the respective Council will be appointed to act as Scrutineers for the meeting to pass resolutions on behalf of the Corporation.

Please forward names of people who will be attending as representatives of the Township of Wellington North. A meeting package will be e-mailed to representatives for review prior to the Annual Shareholder Meeting together with the virtual meeting coordinates.

Should you have any questions please do not hesitate to contact me.

Yours truly,

Jim Klujber
CEO / President

Wellington North Power Inc.

Phone: 519-323-1710

E-mail: jklujber@wellingtonnorthpower.com

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

BY-LAW NUMBER 050-21

**BEING A BY-LAW TO AUTHORIZE THE SALE OF REAL
PROPERTY BEING PT PKLTS 6,7,& 8, N/S CATHERINE ST,
CROWN SURVEY ARTHUR VILLAGE AS IN RON78827 EXCEPT
PTS 1 & 2, 60R2465, PTS 1 & 2, 60R2514, PTS 1 & 2, 60R2590, PT
2, 61R21412; TOWNSHIP OF WELLINGTON NORTH, BEING PART
1, 61R21412**

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

PT PK LTS 6,7,& 8, N/S CATHERINE ST, CROWN SURVEY ARTHUR VILLAGE AS IN RON78827 EXCEPT PTS 1 & 2, 60R2465, PTS 1 & 2, 60R2514, PTS 1 & 2, 60R2590; PTS 2 on 61R21412 TOWNSHIP OF WELLINGTON NORTH BEING PART 1 ON 61R21412

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

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

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 10TH DAY OF MAY, 2021.**

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

**AGREEMENT OF PURCHASE AND SALE (the “Agreement” or “APS”)
this 3rd day of May, 2021.**

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

(the “Vendor”)

-and-

JOHN KLASSEN and HELENA KLASSEN

(the “Purchasers”)

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

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

**SECTION I
GENERAL**

1. The Purchasers agree to purchase the Property and the Vendor agrees to sell the Property according to the terms of this Agreement.
2. In consideration of the agreement referred to in the preceding paragraph, the Purchasers shall pay a total Purchase Price of Twenty-Nine Thousand Two Hundred Fifty Dollars (\$115,000.00) to the Vendor. The Purchase Price shall be paid as follows:
 - (a) Five Thousand Dollars (\$5,000) is payable by the Purchasers by certified cheque upon execution of this Agreement, to be held on an interest free basis by the Solicitor for the Vendor as a deposit pending completion of this transaction on account of the Purchase Price on completion, or if this Agreement is not completed through no fault of the Purchasers, the deposit shall be returned to the Purchasers; and
 - (b) The balance of the Purchase Price, subject to adjustments, shall be paid to the Solicitor for the Vendor on the Completion Date, by certified cheque.

**SECTION II
PURCHASE OF PROPERTY**

3. Deed
 - (a) The Vendor agrees to deed or transfer the Property to the Purchasers subject to the terms of this Agreement.
4. Completion Date
 - (a) The closing of this transaction shall be May 31, 2021 or such other date as mutually agreed upon (the “Completion Date”) at which time possession of the Property in “as is, where is” condition shall be given to the Purchasers other than as provided in this APS. The Vendor acknowledges that it has the right and authority to sell the Property.
5. Council Approval

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

6. Documents, Reports and Information

- (a) The Vendor will produce and deliver to the Purchasers within ten (10) days of the execution of the APS any documents, reports or information in its possession in respect to the Property. The Purchasers agree to return all of the above documentation to the Vendor if this transaction is not completed.

**SECTION III
CONDITIONS, REPRESENTATIONS AND WARRANTIES**

7. “As Is” Condition

- (a) The Purchasers acknowledge that they are acquiring the Property in an “as is” condition and that it must satisfy itself within ten (10) days of the execution of the APS regarding the condition of the Property including, but not limited to, all existing physical conditions of this Property, environmental conditions, fitness for any purpose, suitability for construction, soil bearing capacity for any building proposed, and the availability of municipal services and utilities necessary for the Purchasers’ proposed use of the Property. The Purchasers acknowledge that the Vendor shall not be responsible for any physical deficiencies of this Property or for any past, present or future environmental liabilities and hereby waives any claims against the Vendor in respect of any environmental liabilities on this Property. The Purchasers agree to sign a release and indemnity in favour of the Vendor on or before closing with respect to matters set out in the preceding sentence. If the Purchasers are for any reason whatsoever dissatisfied with the Property, they shall deliver written notice to that effect to the Vendor by no later than the time specified herein, and this Agreement shall be terminated and the deposit shall be returned to the Purchasers without interest or deduction. If the Vendor is notified that the condition of the Property is not satisfactory, then the Purchasers shall, prior to receiving their deposit monies back and prior to being entitled to a full release from the Vendor with respect to this Agreement, restore the Property to its original condition as it existed prior to such testing or inspection by the Purchaser, at the Purchaser’s sole expense. If the Purchasers fail to deliver written notice to the Vendor within the time specified herein regarding this condition, this condition shall be deemed to have been waived by the Purchasers.

8. Investigation by the Purchasers

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

9. Future Use

- (a) The Vendor and the Purchasers agree that there is no condition, express or implied, representation or warranty of any kind that the future intended use of the Property by the Purchasers is or will be lawful except as may be specifically stipulated elsewhere in this Agreement.
- (b) The Purchasers acknowledge that the Property is not currently zoned for residential use and the Purchasers covenant and agree to apply and are responsible for obtaining at their expense all planning approvals necessary to permit construction of a single detached

residence and required appurtenances on the Property. The parties further acknowledge and agree the Vendor is an approval authority under the *Planning Act*, R.S.O. 1990, c.P.13 as amended and the Vendor shall exercise its authority in its sole and absolute discretion in accordance with its statutory obligations and this APS shall have no role or impact in making such decisions. In the event the Purchasers are unsuccessful in obtaining the necessary approvals as described in this paragraph, this APS may be terminated at the election of the Purchasers and the deposit shall be returned to the Purchasers without interest or deduction. If such election is made, it shall be made within twelve (12) months of the date of this agreement.

SECTION IV PRIOR TO COMPLETION DATE

10. Purchasers May Inspect the Property

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

11. Insurance

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

SECTION V COMPLETING THE TRANSACTION

12. Deed

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

13. Electronic Registration

- (a) The parties agree that the transaction shall be completed by electronic registration pursuant to Part III of the *Land Registration Reform Act*, R.S.O. 1990, c.L.4 as amended. The parties acknowledge and agree that the delivery and release of documents may, at the discretion of the lawyer: a) not occur contemporaneously with the registration of the transfer/deed and other registerable documentation, and b) be subject to conditions whereby the lawyer receiving documents and/or money will be required to hold them in trust and not release them except in accordance with the terms of a written agreement between the lawyers entered into in the form of the Document Registration Agreement adopted by the Joint LSUC-OBOA Committee on Elective Registration of Title Documents.

14. Survey or Reference Plan

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

15. Letters and Reports from Officials of the Vendor

- (a) On or before the requisition date, the Vendor agrees to provide to the Purchasers, at the Vendor's expense, letters or reports from the Fire Chief of the Township of Wellington North and the Building and Zoning Department of the Township of Wellington North

regarding the status of compliance with all codes, by-laws, rules and regulations with respect to the Property and the buildings located thereon.

16. Examination of Title

- (a) Title to the Property shall be good and marketable and free from all encumbrances except for any service easements or rights-of-way to be reserved in favour of the Vendor and for any easements or rights-of-way registered on title and any minor encroachments shown on the survey or Reference Plan delivered to the Purchasers.
- (b) The Purchasers are allowed ten (10) days from the execution of the APS to examine the title to the Property. If on or before this date the Purchasers furnishes the Vendor in writing with any valid objections: to the title; to any undisclosed outstanding work orders; to undisclosed non-compliance with the municipal by-laws or covenants and restrictions which run with the land and cannot be resolved before the Completion Date; as to any objection of which the Vendor shall be unable to remedy or correct by the Completion Date and which the Purchasers will not waive, then this APS shall, notwithstanding any intermediate acts or negotiations, be terminated and the deposit shall be returned to the Purchasers without deduction and the Vendor and the Purchasers shall not be liable for any costs, damages, compensation or expenses.

17. Vendor to Discharge all Encumbrances

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

18. Adjustments

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

19. Deliveries by the Vendor To The Purchasers on Closing

- (a) The Vendor covenants and agrees to deliver to the Purchasers on the Completion Date, all such deliveries to be a condition of the Purchasers' obligation to close this transaction, the following:
 - (i) A deed of the Property;
 - (ii) Any survey or reference plan of the Property in the possession of the Vendor;
 - (iii) A Statutory Declaration by an authorized officer of the Vendor stating that accurateness and truthfulness of all of the representations and warranties;
 - (iv) A Statutory Declaration by an authorized officer of the Vendor as to possession of the Property in a form acceptable to the solicitors for the Purchasers;
 - (v) A Statutory Declaration by an authorized officer of the Vendor that it is not now, and upon completion will not be, a "non-resident person" within the meaning and for the purpose of Section 116 of the *Income Tax Act*, R.S.C., 1985, c. 1 (5th Supp.) as amended;
 - (vi) Certified copies of all appropriate Certificates, By-Laws and other documents of Vendor authorizing the transaction herein; and

- (vii) Such further documentation and assurances as the Purchasers may reasonably require to complete the transaction contemplated by the APS.

20. Harmonized Sales Tax

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

**SECTION VI
MISCELLANEOUS**

21. Entire Agreement

- (a) There is no representation, warranty, collateral agreement or condition affecting this Agreement of the Property other than expressed herein.

22. Tender

- (a) Any tender of documents or moneys hereunder may be made upon the solicitor acting for the party upon whom tender is desired, and it shall be sufficient that a negotiable, certified cheque may be tendered instead of cash.

23. Time of Essence

- (a) Time shall be of the essence of this Agreement.

24. Planning Act

- (a) This Agreement shall be effective only if the provisions of Section 50 of the *Planning Act*, R.S.O. 1990, c.P.13, as amended are complied with.

25. Notices

- (a) All notices in this Agreement shall be in writing and shall be deemed to have been given if delivered by hand or mailed by ordinary mail, postage prepaid, addressed to the

solicitor for the person to whom such notice is intended to be given at the following address:

Solicitors for the Vendor:

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

Solicitors for the Purchasers:

Waters, Hastings & Grainger Professional Corporation
 21 Arthur St. S.
 Elmira, ON N3B 2M4
 Phone: (519) 669-1641

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

26. Successors and Assigns

- (a) The Purchasers shall be permitted to assign all of their right, title and interest in and to this APS with the Vendor's written approval which shall not be unreasonably withheld. Subject to the restrictions in the preceding sentence, the Vendor agrees to engross the Transfer/Deed of Land as directed by the Purchase on the completion Date as the Purchasers may elect, and the Vendor agrees to complete the transaction contemplated by this APS on the Completion Date with such assignee or nominee. The Purchasers are released from all liability hereunder, if they assign their interest in this APS. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

27. Schedules

- (a) The following Schedules shall form an integral part of this Agreement:
- (i) Schedule "A" Description of Property

28. Acceptance by Fax or Email

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

29. Counterparts

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

30. Severability

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

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

IN WITNESS WHEREOF the parties have executed this Agreement.

The Corporation of the Township of Wellington North

Andrew Lennox
Mayor

Karren Wallace
Clerk

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

Witness
Name:

JOHN KLASSEN

Witness
Name:

HELENA KLASSEN

SCHEDULE "A"
LEGAL DESCRIPTION OF LANDS

241 INDUSTRIAL DRIVE, MOUNT FOREST, ON

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

Part of:

PT PKLTS 6,7,& 8, N/S CATHERINE ST, CROWN SURVEY ARTHUR VILLAGE AS IN RON78827 EXCEPT PTS 1 & 2, 60R2465, PTS 1 & 2, 60R2514, PTS 1 & 2, 60R2590, PT

2, 61R21412; TOWNSHIP OF WELLINGTON NORTH

BEING PART 1, 61R21412

Part of PIN: 71094-0412 (LT)

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

BY-LAW NUMBER 052-21

BEING A BY-LAW TO AMEND BY-LAW 5000-05 BEING A BY-LAW TO REGULATE THE PARKING OR STOPPING OF VEHICLES ON HIGHWAYS, PUBLIC PARKING LOTS AND IN SOME INSTANCES, PRIVATE PROPERTY WITHIN THE TOWNSHIP OF WELLINGTON NORTH

WHEREAS the Township of Wellington North has adopted parking by-law 5000-05 as amended.

AND WHEREAS the Council of the Corporation of the Township of Wellington North deems it desirable to amend by-law 5000-05 as follows:

Update:

Definition Section:

- 1) Update Disabled Parking space to Accessible Parking Space.

“accessible parking space” means a parking space upon a highway or on a public parking lot or on private property where properly worded signs or pavement markings are on display indicating that the parking space is designated for the use of a vehicle transporting persons with a disability;

“accessible parking permit” means a parking permit issued by the Minister of Transportation under the authority of Highway Traffic Act R.R.O. 1990 Regulation 581 Accessible Parking For Persons with Disabilities.

- 2) Update Taxicab to

“Taxicab” shall mean a motor vehicle which is used for the conveyance of Passengers with a seating capacity of no more than (9) nine but does not include a public vehicle as defined under the Public Vehicles Act, or successor legislation, or a Vehicle for Hire;”

- 3) Update Commercial Motor Vehicle

“commercial motor vehicle”, unless otherwise defined by regulation, means a motor vehicle having attached to it a truck or delivery body and includes an ambulance, a hearse, a casket wagon, a fire apparatus, a bus and a tractor used for hauling purposes on a highway;

4) Update Stop and or Stopping

“stop” or “stopping”, when prohibited, means the halting of a vehicle, even momentarily, whether occupied or not, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or of a traffic control sign or signal;

5) Update Pedestrian Crossover

“pedestrian crossover” means any portion of a roadway distinctly indicated for pedestrian crossing by signs on the highway and lines or other markings on the surface of the roadway as prescribed by the regulations;

6) Update Vehicle

“vehicle” includes a motor vehicle, trailer, traction engine, farm tractor, road-building machine, bicycle and any vehicle drawn, propelled or driven by any kind of power, including muscular power, but does not include a motorized snow vehicle or a street car;

7) Add:

“Vehicle for Hire” means a vehicle which provides transportation for a Vehicle for Hire Service;

“Vehicle for Hire Service” shall mean the use of a Vehicle for Hire for the conveyance of Passengers arranged through a Vehicle for Hire Business;

“Vehicle for Hire Business” means a business which, through an Electronic Platform, arranges transportation of Passengers by Drivers in a Vehicle for Hire, that is commenced within the boundaries of the County of Wellington for compensation, but does not include:

- (i) Any Taxicab Service or Accessible Taxicab Service;
- (ii) Any bus transportation service;
- (iii) Any carpooling arrangement as defined in the Public Vehicles Act; or
- (iv) Any ambulance, fire truck or other emergency vehicle service;

8) Added wording to Taxicab Stand to include Vehicles for Hire. Schedule H would be renamed to “Taxicab and Vehicles for Hire Stand”

9) Section 5(b) - Change wording to read “ Voluntary payment of a fine may be made by mail, internet or Phone.”

- 10) Sections 9.7 and 9.8 add wording to include Municipal Lots
- 9.7 No person shall park a vehicle upon a highway or Municipal Lot in a time limited parking zone for a period of time in excess of the time designated in Schedule "I" to this by-law.
- 9.8 No person shall park a vehicle upon a highway or Municipal in a time limited parking zone during a prohibited time as designated in Schedule "I" to this by-law.
- 11) Sections 9.30 and 9.32 Change wording to Accessible
- 9.30 No person shall park a vehicle upon a highway or on a municipal parking lot so as to obstruct an access ramp provided for the use of an accessible persons.
- 9.32 No person shall park a vehicle upon a highway or on a municipal parking lot or on private property in an accessible parking space unless that vehicle is transporting persons with disabilities and also displays a valid accessible person parking permit issued by the Ontario Ministry of Transportation.
- 12) Update the Short Form wordings.
- 9.08 Park not within prohibited time
9.30 Parked in persons with a Disabilities space

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 10TH DAY OF MAY, 2021.**

ANDREW LENNOX, MAYOR

KARREN WALLACE CLERK

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

BY-LAW NUMBER 053-21

**A BY-LAW TO SET THE RATES FOR 2021 TAXATION AND TO
PROVIDE FOR THE COLLECTION THEREOF.**

AUTHORITY: Municipal Act, 2001, S.O. 2001, Chapter 25, as amended,
Sections 307, 308 and 312.

WHEREAS pursuant to Section 312 of the Municipal Act, 2001, S.O. 2001, Chapter 25, as amended, provides that the Council of a local municipality shall, each year, pass a by-law levying a separate tax rate as specified in the by-law, on the assessment in each property class;

AND WHEREAS the Council of the Corporation of the Township of Wellington North has passed By-law Number 003-21 to adopt the estimates of all sums required during 2021 for the purposes of the municipality;

AND WHEREAS Sections 307 and 308 of the said Act require tax rates to be established in the same proportion to tax ratios;

AND WHEREAS the Council of the County of Wellington has passed By-law No. 5710-21 being a by-law to set tax ratios for the County of Wellington and for all local municipalities within the boundaries of the County for the year 2021 as follows:

Residential/Farm	1.000000
Multi Residential	1.900000
New Multi Residential	1.100000
Commercial	1.491000
Industrial	2.400000
Landfill	1.600000
Pipeline	2.250000
Farmlands	0.250000
Managed Forests	0.250000

AND WHEREAS the tax rates for education purposes have been prescribed by the Province of Ontario in O. Regulation 400/98, amended by O. Regulation 46/21.

AND WHEREAS the Council of the County of Wellington has passed By-law Number 5698-21 being a by-law to adopt the estimates for the sums required during the year 2021 for general purposes for the County and By-law Number 5711-21 to establish tax rates for the same against the local municipalities;

AND WHEREAS the Council of the County of Wellington, in said By-law Number 5710-21 established tax rate reductions as follows

1. the vacant land and excess land subclasses in the commercial property class is 0%
2. the vacant land and excess land subclasses in the industrial property class is 0%
3. the first class of farmland awaiting development in the residential, multi-residential, commercial or industrial property classes is 25%
4. the second class of farmland awaiting development in the residential, multi-residential, commercial or industrial property classes is 0%

AND WHEREAS the Assessment Roll compiled in 2020 and upon which taxes for 2021 are to be levied, was received from the Municipal Property Assessment Corporation in December, 2020, the whole of the assessment for real property, according to the said last assessment roll, is as follows:

Residential/farm property class	1,100,371,225
Residential – Shared as PIL	115,000
Multi-residential property class	19,785,800
Commercial property class – full	82,560,800
Commercial property class – excess land	2,592,500
Commercial property class – vacant land	1,823,300
Industrial property class – full	28,043,270
Industrial property class – excess land	339,400
Industrial property class – vacant land	369,500
Large Industrial property class – full	18,082,800
Industrial Hydro property class	93,400
Pipeline property class	4,551,000
Farmlands property class	903,191,014
Managed Forest property class	3,959,200
New Construction Commercial – full	41,287,800
New Construction Commercial-Excess Land	69,000
Commercial(New Cons)Small Farm Bus	18,000
New Construction Industrial – full	2,005,200

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

1. In this by-law; "Property Classes" are as prescribed under the Assessment Act, and include the residential/farm property class, the multi-residential property class, the commercial property class and appropriate sub-classes, the industrial property class and appropriate sub-classes, the pipeline class, the farmlands property class, and the managed forests property class.

"Township" means the Corporation of the Township of Wellington North.
2. That the sums to be raised by means of taxation for the year 2021 be as follows:
 - a) for general municipal purposes a sum of \$7,819,139.
 - b) for County purposes a sum of \$10,473,922.
 - c) for education purposes a sum of \$3,660,041.
3. That there shall be levied and collected upon the whole assessment for real property, according to the last certified assessment roll, the rates of taxation for the year 2021 as set out below;

Property Class	Own Purpose	County	Education	Total
Res/Farm	0.00464342	0.00621997	.00153000	.01239339
Res – Shared	0.00464342	0.00621997	.00153000	.01239339
Multi-Res	0.00882249	0.01181794	.00153000	.02217043
New Multi Res	0.00510776	0.00684196	.00153000	.01347972
Commercial - full	0.00692334	0.00927397	0.00880000	.02499731
Commercial - excess	0.00692334	0.00927397	0.00880000	.02499731
Commercial - vacant	0.00692334	0.00927397	0.00880000	.02499731
Commercial – Small Farm Business	0.00692334	0.00927397	0.00220000	.01839731
Industrial - full	0.01114420	0.01492792	0.00880000	.03487212
Industrial - excess	0.01114420	0.01492792	0.00880000	.03487212
Industrial - vacant	0.01114420	0.01492792	0.00880000	.03487212
Industrial Hydro	0.01114420	0.01492792	0.00880000	.03487212
Industrial-Small Farm Business	0.01114420	0.01492792	0.00220000	.02827212
Landfill – PIL	0.00742947	0.00995195	0.00811182	.02549324
Large Industrial	0.01114420	0.01492792	0.00880000	.03487212
Large Indust Excess	0.01114420	0.01492792	0.00880000	.03487212

Pipeline	0.01044769	0.01399493	.00880000	.03324262
Farmlands	0.00116085	0.00155499	.00038250	.00309834
Managed Forests	0.00116085	0.00155499	.00038250	.00309834
New Const Industrial	0.01114420	0.01492792	.00880000	.03487212
New Const Industrial Excess	0.01114420	0.01492792	.00880000	.03487212
New Const Industrial Small Farm Business	0.01114420	0.01492792	.00220000	.02827212
New Const Comm	0.00692334	0.00927397	.00880000	.02499731
New Const Comm Excess	0.00692334	0.00927397	.00880000	.02499731
New Const Comm Small Farm Business	0.00692334	0.00927397	.00220000	.01839731

4. For the Year 2021 the Township shall levy upon the assessment of the Property Classes of property owners in the former Town of Mount Forest and the former Village of Arthur, the following tax rates for Street Lighting (Municipal Levy) ;

<u>Property Class</u>	<u>Street Lighting</u>
Res/Farm	.00015144
Res – Shared	.00015144
Multi-Res	.00028774
New Multi-Res	.00016658
Commercial-full	.00022580
Commercial-excess	.00022580
Commercial-vacant	.00022580
Commercial Small Farm Business	.00022580
Industrial-full	.00036346
Industrial- excess	.00036346
Industrial-vacant	.00036346
Industrial Shared	.00036346
Industrial Small Farm Business	.00036346
Landfill	.00024230
Large Industrial	.00036346
Large Industrial- Excess	.00036346
Pipeline	.00034074
Farmlands	.00003786
Managed Forests	.00003786
New Construction Industrial	.00036346
New Construction Industrial Excess	.00036346
New Construction Industrial Small Farm Business	.00036346

New Construction Commercial	.00022580
New Construction Commercial Excess	.00022580
New Construction Commercial Small Farm Business	.00022580

5. Other local improvement and special charges including business improvement area, tile drainage loans, sewer rates, rural street lighting charges, plus any other eligible/applicable charges shall be added to the tax roll and collected in the same manner as taxation.
6. That save and except that portions of taxes and other special rates levied by the Interim Levy under Section 317 of the Municipal Act, 2001 the taxes levied on the Residential, Farmland, Managed Forest, Pipeline, Commercial, Industrial and Multi-Residential classes, including all other rates, to be raised in 2021 shall become due and payable on the date of passing of this By-law, but may be paid in two installments as follows:

Due date of 1 st installment	August 27, 2021
Due date of 2 nd installment	October 22, 2021
7. Taxes shall be payable by cash, cheque or debit at the Corporation of the Township of Wellington North Municipal Office, or by mail to the Municipal mailing address. Taxes are also payable at most chartered banks and financial institutions, through the Internet, by telephone banking and pre-authorized payment plan.
8. Notwithstanding the provisions of the by-law, any additional taxes payable as a result of additions to the roll pursuant to the Assessment Act, R.S.O. 1990, Chapter A.31 shall be that portion of the amount of taxes which would have been levied for the current year if the assessment had been made in the usual way, and that portion shall be in ratio that the number of days remaining the current year bears to the number 365 and shall be entered in the Collector's Roll and collected in the same manner as if the assessment had been made in the usual way.
9. That the Collector is hereby authorized to mail, deliver or cause to be mailed or delivered, the notice of taxes due to the address of the residence or place of business of the person to whom such notice is required to be given indicated on the last revised Assessment Roll.
10. That failure to receive the aforesaid notice in advance of the date for payment of any instalment does not affect the timing of default or the date from which penalty shall be imposed.
11. A penalty of one and one quarter percent (1¼%) will be imposed for non payment of taxes on the first day of each calendar month thereafter the installment due dates in which default continues until December 31, 2021.

12. On all taxes in default on January 1, 2022, interest shall be added at the rate of one and one quarter percent (1¼%) per month for each month or fraction thereof in which default continues.
13. Penalties and interest added in default shall become due and payable and shall be collected as if the same had originally been imposed and formed part of such unpaid tax levy.
14. That in accordance with Section 347(1) of the Municipal Act, S.O. 2001, c. 25, as amended, the Collector be required to apply all payments received to the outstanding penalty and/or interest first and then to that part of the taxes that has been in arrears for the greatest period of time.
15. In the event that any provision or section of this by-law is found by a court of competent jurisdiction to be ultra vires the powers of the Council of the Corporation, only such provision or section, as the case may be shall be inoperative and all other provisions and sections of this by-law shall remain in full force and effect.
16. This by-law shall come into force on and take effect upon its final passing.

***READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 10TH DAY OF MAY, 2021 .***

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

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

BY-LAW NUMBER 055-21

BEING A BY-LAW TO AUTHORIZE A SEWAGE ALLOCATION AGREEMENT BETWEEN THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH AND 2574574 ONTARIO INC.

WHEREAS the Corporation of the Township of Wellington North and 2574574 Ontario 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 10TH DAY OF MAY, 2021**

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

SEWAGE ALLOCATION AGREEMENT

THIS AGREEMENT made this 10th day of May, 2021.

B E T W E E N:

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

(the “Township”)

- and -

2574574 Ontario Inc.

(the “Owner”)

WHEREAS:

- A. The Owner is the owner of the lands described in Schedule “A” (the “Owner’s Lands”);
- B. The Owner has entered into a Site Plan Agreement registered on title on March 19, 2021, by instrument number WC627969. Signed February 23, 2021.
- C. The Owner is ready to proceed with the development of the Development Lands and has filed a request with the Township for 33 sewage allocation units pursuant to the Township’s Sewage Allocation Policy;
- D. The Township has passed a resolution approving the 33 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 33 sewage allocation units will be released over 36 months including 11 units within 12 months, 11 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 subdivision agreement, the Township shall grant provisional approval to the Owner for 33 sewage allocation units for the Development Lands allocated over the following time periods:
 - a. 11 units within 12 months of execution of this agreement;
 - b. 11 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 May 10, 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 33 sewage allocation units to builders within the Development Lands with the prior written approval of the Township.
- (ii) The 33 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.

COMPANY NAME

2574574 Ontario Inc.

Brad Wilson - President

I/we have the authority to bind the corporation

DEVELOPER'S MAILING ADDRESS: P.O. Box 7, Mount Forest, ON, N0G 2L0

DEVELOPER'S PHONE NUMBER: 519-369-4209

DEVELOPER'S EMAIL ADDRESS: wilsonplumbingservice@gmail.com

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:

PT PKLT 1 W/S MAIN ST & E/S FOSTER ST PL TOWN OF MOUNT FOREST
MOUNT FOREST AS IN DN32118; WELLINGTON NORTH

PIN: 71069 - 0006 LT

LRO #61

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

BY-LAW NUMBER 056-21

**BEING A BY-LAW TO AUTHORIZE A SEWAGE ALLOCATION
AGREEMENT BETWEEN THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH AND MARLANNA HOMES
INC.**

WHEREAS the Corporation of the Township of Wellington North and Marlanna 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 10TH DAY OF MAY, 2021**

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

SEWAGE ALLOCATION AGREEMENT

THIS AGREEMENT made this 10th day of May, 2021.

B E T W E E N:

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

(the “Township”)

- and -

Marlanna 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 is ready to proceed with the development of the Development Lands and has filed a request with the Township for 24 sewage allocation units pursuant to the Township’s Sewage Allocation Policy;
- C. The Township has passed a resolution approving the 24 sewage allocation units and requires the Owner to enter into this agreement pursuant to the Township’s Sewage Allocation Policy; and,
- D. The Township requires the allocation to be allotted over time to achieve controlled growth in the Township whereby the 24 sewage allocation units will be released over 36 months including 8 units within 12 months, 8 additional units within 24 months, and 8 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 subdivision agreement, the Township shall grant provisional approval to the Owner for 24 sewage allocation units for the Development Lands allocated over the following time periods:
 - a. 8 units within 12 months of execution of this agreement;
 - b. 8 additional units within 24 months of execution of this agreement; and,
 - c. 8 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 May 10, 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 24 sewage allocation units to builders within the Development Lands with the prior written approval of the Township.

- (ii) The 24 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.

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

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

ANDREW LENNOX – Mayor

KARREN WALLACE - Clerk

We have authority to bind the corporation.

COMPANY NAME

Marlanna Homes Inc.

Shawn Aitken - President

I/we have the authority to bind the corporation

DEVELOPER'S MAILING ADDRESS: 9331 Road 1 N R.R.1 Harriston, ON

DEVELOPER'S PHONE NUMBER: 519-323-8581

DEVELOPER'S EMAIL ADDRESS: shawn.aitken@hotmail.com

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:

PT PKLT 2 S/S KING ST PL TOWN OF MOUNT FOREST MOUNT FOREST AS IN CN9538 EXCEPT PTS 1, 2 & 3 61R10823; WELLINGTON NORTH

PIN: 71060-0349 (LT)

LRO #61 (Wellington)

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

BY-LAW NUMBER 057-21

BEING A BY-LAW TO AUTHORIZE A SEWAGE ALLOCATION AGREEMENT BETWEEN THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH AND 2574574 ONTARIO INC.

WHEREAS the Corporation of the Township of Wellington North and 2574574 Ontario 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 10TH DAY OF MAY, 2021**

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

SEWAGE ALLOCATION AGREEMENT

THIS AGREEMENT made this 10th day of May, 2021.

B E T W E E N:

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

(the “Township”)

- and -

2574574 Ontario Inc.

(the “Owner”)

WHEREAS:

- A. The Owner is the owner of the lands described in Schedule “A” (the “Owner’s Lands”);
- B. The Owner is ready to proceed with the development of the Development Lands and has filed a request with the Township for 60 sewage allocation units pursuant to the Township’s Sewage Allocation Policy;
- C. The Township has passed a resolution approving the 60 sewage allocation units and requires the Owner to enter into this agreement pursuant to the Township’s Sewage Allocation Policy; and,
- D. The Township requires the allocation to be allotted over time to achieve controlled growth in the Township whereby the 60 sewage allocation units will be released over 36 months including 20 units within 12 months, 20 additional units within 24 months, and 20 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 subdivision agreement, the Township shall grant provisional approval to the Owner for 60 sewage allocation units for the Development Lands allocated over the following time periods:
 - a. 20 units within 12 months of execution of this agreement;
 - b. 20 additional units within 24 months of execution of this agreement; and,
 - c. 20 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 May 10, 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 60 sewage allocation units to builders within the Development Lands with the prior written approval of the Township.
 - (ii) The 60 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.

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

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

ANDREW LENNOX – Mayor

KARREN WALLACE - Clerk

We have authority to bind the corporation.

COMPANY NAME

2574574 Ontario Inc.

Brad Wilson - President

I/we have the authority to bind the corporation

DEVELOPER'S MAILING ADDRESS: 596 Perth Street, P.O. Box 7, Mount Forest, ON, N0G 2L0

DEVELOPER'S PHONE NUMBER: 519-369-4209

DEVELOPER'S EMAIL ADDRESS: wilsonplumbingservice@gmail.com

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:

PART PARK LOT 4, SOUTH SIDE OF DURHAM STREET AND EAST SIDE OF MAIN STREET, PLAN OF THE TOWN OF MOUNT FOREST, AS IN DN422 SAVE AND EXCEPT RO762177, PARTS 1 AND 2, PLAN 61R-21433; TOWNSHIP OF WELLINGTON NORTH

PIN: 71066-0099

LRO #61

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

BY-LAW NUMBER 058-21

BEING A BY-LAW TO AUTHORIZE A SEWAGE ALLOCATION AGREEMENT BETWEEN THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH AND 2574574 ONTARIO INC.

WHEREAS the Corporation of the Township of Wellington North and 2574574 Ontario 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 10TH DAY OF MAY, 2021**

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

SEWAGE ALLOCATION AGREEMENT

THIS AGREEMENT made this 10th day of May, 2021.

B E T W E E N:

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

(the “Township”)

- and -

2574574 Ontario Inc.

(the “Owner”)

WHEREAS:

- A. The Owner is the owner of the lands described in Schedule “A” (the “Owner’s Lands”);
- B. The Owner is ready to proceed with the development of the Development Lands and has filed a request with the Township for 24 sewage allocation units pursuant to the Township’s Sewage Allocation Policy;
- C. The Township has passed a resolution approving the 24 sewage allocation units and requires the Owner to enter into this agreement pursuant to the Township’s Sewage Allocation Policy; and,
- D. The Township requires the allocation to be allotted over time to achieve controlled growth in the Township whereby the 24 sewage allocation units will be released over 36 months including 12 units within 12 months, 12 additional units within 24 months, and 12 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 subdivision agreement, the Township shall grant provisional approval to the Owner for 24 sewage allocation units for the Development Lands allocated over the following time periods:
 - a. 12 units within 12 months of execution of this agreement;
 - b. 12 additional units within 24 months of execution of this agreement; and,
 - c. 12 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 May 10, 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 24 sewage allocation units to builders within the Development Lands with the prior written approval of the Township.
- (ii) The 24 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.

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

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

ANDREW LENNOX – Mayor

KARREN WALLACE - Clerk

We have authority to bind the corporation.

COMPANY NAME

2574574 Ontario Inc.

Brad Wilson - President

I/we have the authority to bind the corporation

DEVELOPER'S MAILING ADDRESS: P.O. Box 7, Mount Forest, ON, N0G 2L0

DEVELOPER'S PHONE NUMBER: 519-369-4209

DEVELOPER'S EMAIL ADDRESS: wilsonplumbingservice@gmail.com

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 3 S/S BIRMINGHAM ST PL TOWN OF MOUNT FOREST MOUNT FOREST;
WELLINGTON NORTH

PIN: 71066 - 0029 LT

PART PARK LOT 3 S/S WELLINGTON ST. PLAN TOWN OF MOUNT FOREST, MOUNT
FOREST AS IN RON 72223 (SECONDLY) WELLINGTON NORTH

PIN: 71060-0339 LT

LRO #61



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

CULTURAL MOMENT FOR MAY 10TH, 2021 CELEBRATES THE HAMLET OF PETHERTON

Petherton was once a thriving community, at the corners of Sideroad 9 and Hwy. 6, and extended north for over a mile. Located four miles northwest of Arthur, in the former Arthur Township and like many rural hamlets, it had its beginning in 1860 when a church was built. The Spark family donated the land and the South Arthur Baptist Church was built along with the Petherton Pioneer Cemetery. The church was dismantled in 1892 when a new one was built in Kenilworth.



A post office, the first in the township, was established in 1869 and after moving its location several times, and having had several postmasters, closed in 1914. There were two blacksmith shops over the years and the last one closed in 1914 and the building was bulldozed in 1950 when the highway was widened. At one time a chopping mill was situated on eight acres of property and a steam engine provided the power. The water for the boiler came from the creek at the back of the mill. A railway station was built in 1872 when the Toronto, Grey and Bruce Railway established their line through Petherton.

Over the years the cemetery fell into neglect and it was restored in the fall of 1977 by descendants of the pioneers buried there. At that time, they cemented the surviving grave markers into a Cairn and a historic plaque was placed. Money was donated by local families and Arthur Township Council looked after the work and supplied extra money for the restoration.



During the restoration, many of the buried stones were found, 30 in total, and they marked the graves of the people buried from the old Baptist Church that had once stood on the site. These stones dated back to the 1860's and are now lying in a semi-circle however due to the age of them, many of the inscriptions are illegible.

A plaque with the following inscription has been placed at the cemetery:



"In 1860 several Baptist families in the area built a church and established the cemetery known as the Petherton Pioneer Cemetery. Blyth, Edwards, Landon and Spark families were a few of the pioneers of the area. By the 1870's Petherton had become a thriving hamlet with a population of 155. Petherton was an agriculture community, which also consisted of several houses, two hotels, two blacksmith shops, a post office, a carpenter, two stores, two carriage makers, a chopping mill and a kiln for making bricks".

Submitted by Penny Renken, Wellington North Cultural Roundtable. Resources used inc. Wellington North Simply Explore & *From Then Till Now – A History of Arthur Township 1850-1985* (article by Mrs. Wm. Prentice).

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

BY-LAW NUMBER 059-21

**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 MAY
10, 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 May 10, 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 10TH DAY OF MAY, 2021.**

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK