

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
AGENDA OF REGULAR COUNCIL MEETING – MAY 25, 2021 AT 7:00 P.M.
CLOSED SESSION TO FOLLOW OPEN SESSION
VIA WEB CONFERENCING**

HOW TO JOIN

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

Please click this URL to join. <https://us02web.zoom.us/j/86003874968>

Or join by phone:

Canada: +1 855 703 8985 (Toll Free)

or long distance 1-647-374-4685 (long distance charges may apply)

Webinar ID: 860 0387 4968

**PAGE
NUMBER**

CALLING TO ORDER

ADOPTION OF THE AGENDA

Recommendation:

THAT the Agenda for the May 25, 2021 Regular Meeting of Council be accepted and passed.

DISCLOSURE OF PECUNIARY INTEREST

COUNTY COUNCIL UPDATE

Campbell Cork, County of Wellington Councillor, Ward 3

DEPUTATIONS

- | | |
|---------------------------------------|-----|
| a. Daphne Rappard | 001 |
| • Proposed Trees for Wellington North | |

ADOPTION OF MINUTES OF COUNCIL AND PUBLIC MEETING

- | | |
|---|-----|
| 1. Regular Meeting of Council, May 10, 2021 | 003 |
| 2. Public Meeting, May 10, 2021 | 012 |

Recommendation:

THAT the minutes of the Regular Meeting of Council and the Public Meeting held on May 10, 2021 be adopted as circulated.

BUSINESS ARISING FROM PREVIOUS MEETINGS OF COUNCIL

ITEMS FOR CONSIDERATION

1. MINUTES

- | | |
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| a. Mount Forest District Chamber of Commerce and Mount Forest Business Improvement Association Joint Meeting | |
| • Meeting Minutes, May 11, 2021 | 020 |
| • Mount Forest District Chamber of Commerce April 30, 2021 Financials | 024 |

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Mount Forest District Chamber of Commerce and Mount Forest Business Improvement Association Joint Meeting held on May 11, 2021 and the Mount Forest District Chamber of Commerce April 30, 2021 Financials.

- b. Arthur Chamber of Commerce and Mount Forest District Chamber of Commerce Joint Meeting, May 12, 2021 026

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Arthur Chamber of Commerce and Mount Forest District Chamber of Commerce Joint Meeting held on May 12, 2021.

- c. Safe Communities Wellington County Leadership Table Meeting, March 24, 2021 028

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Safe Communities Wellington County Leadership Table Meeting held on March 24, 2021.

2. PLANNING

- a. Planning Report, prepared by Matthieu Daoust, Planner, dated May 18, 2021, regarding William Reeves, Lot 24, Plan 61M-218, 117 – 119 Sarah Road, Township of Wellington North (Mount Forest), Part Lot Control Exemption Application 033

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the Planning Report, prepared by Matthieu Daoust, Planner, dated May 18, 2021, regarding William Reeves, Lot 24, Plan 61M-218, 117 – 119 Sarah Road, Township of Wellington North (Mount Forest), Part Lot Control Exemption Application.

- b. Report DC 2021-012, Marlanna Homes Inc., Draft Subdivision Agreement, 400 King Street East, Mount Forest 035

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report DC 2021-012 being a report on Marlanna Homes Inc., Draft Subdivision Agreement – 400 King Street East, Mount Forest;

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

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

- c. Report DC 2021-013, All Treat Farms Limited, Site Plan Agreement, 7963 Wellington Road 109, Arthur 039

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report DC 2021-013 regarding the Final Approval of the All Treat Farms Limited Site Plan Agreement.

3. BUILDING

- a. Report CBO 2021-07 Building Permit Review Period Ending April 30th, 2021 049

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report CBO 2021-07 being the Building Permit Review for the period ending April 30th, 2021.

4. FINANCE

- a. Cheque Distribution Report, May 18, 2021 051

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the Cheque Distribution Report dated May 18, 2021.

5. OPERATIONS

- a. Report RPL 2021-009 Summer Programs 053

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report RPL 2021-009 being a report on summer programs;

AND FURTHER THAT Council direct staff to bring a recommendation to the June 14th Meeting of Council on how to proceed with the 2021 aquatics and summer camp programs;

AND FURTHER THAT Council acknowledge that a decision to proceed with the 2021 aquatics and summer camp programs on June 14th may impact the planned start dates.

- b. Report OPS 202-018 being a report on the award of the Arthur connecting Link 056

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report OPS 2021-018 being a report on the award of the Arthur Connecting Link;

AND FURTHER THAT Council award the request for tender to Steed & Evans at a cost of \$2,245,323.01 plus applicable taxes;

AND FURTHER THAT Council approve utilization of a combination of Capital Infrastructure Reinvestment Reserve Funds and unallocated 2021 Ontario Community Infrastructure Funds (OCIF) to fund the gap between approved budget and tendered amount (estimated to be ~\$257K) necessary to proceed with this capital project;

AND FURTHER THAT Council direct staff to approach the Arthur BIA at their next meeting with the request to bring their contribution up to \$138K (up from the previously agreed \$108K) to offset project tender overages, and mitigate/offset Township contributions from Reserves / FC OCIF;

AND FURTHER THAT Council authorize the Mayor and Clerk to sign any necessary agreements with Steed & Evans or the Ministry of Transportation to execute this project.

- c. Report OPS 2021-019 being a report on the award for purchase of a 2021 Pick-up Truck 061

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report OPS 2021-019 being a report on the award for purchase of a 2021 pick-up truck;

AND FURTHER THAT Council award the purchase to Finch Chevrolet Cadillac Buick GMC Ltd. at a cost of \$40,391.00 plus applicable taxes.

- d. Frank Vanderloo, P. Eng., B.M. Ross and Associates Limited, correspondence dated May 19, 2021, regarding Eastridge Landing Subdivision (Arthur) – Draft Plan 23T-13001, Phase III (Walsh Street), Securities Reduction for Pre-Servicing Agreement 063

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Frank Vanderloo, P. Eng., B.M. Ross and Associates Limited, correspondence dated May 19, 2021, regarding Eastridge Landing Subdivision (Arthur) – Draft Plan 23T-13001, Phase III (Walsh Street), Securities Reduction for Pre-Servicing Agreement;

AND FURTHER THAT the Council of the Corporation of the Township of Wellington North grant 2073022 Ontario Inc. (Jim Coffey), for Phase 3 of the Eastridge Landing Subdivision (Draft Plan 23T-13001) in the community of Arthur, a reduction in Pre-servicing Agreement securities to the amount of \$107,106.30.

6. COUNCIL

- a. Wellington North Power Inc., Quarterly Newsletter – Quarter 1: January 1st to March 31st, 2021 066

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the Wellington North Power Inc., Quarterly Newsletter – Quarter 1: January 1st to March 31st, 2021.

- b. The People and Information Network, Media Release dated May 19, 2021, Happy 20th Anniversary PIN! 070

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive The People and Information Network, Media Release dated May 19, 2021, Happy 20th Anniversary.

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 25, 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:

- Wellington North Power
Ex Officio on all committees

BY-LAWS

- | | |
|---|-----|
| a. By-law Number 060-21 being a by-law to authorize the execution of Connecting Links Program Contribution Agreement with Her Majesty The Queen In Right Of Ontario (as represented by the Minister of Transportation) and the Corporation of the Township of Wellington North for Queen Street East Mount Forest | 072 |
| b. By-law Number 061-21 being a by-law to exempt lands from Part Lot Control, William Brett Reeves | 117 |
| c. By-law Number 062-21 being a by-law to authorize a Sewage Allocation Agreement between The Corporation of the Township of Wellington North and Cachet Developments (Arthur) Inc. | 119 |

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| d. By-law Number 063-21 being a by-law to authorize a Sewage Allocation Agreement between The Corporation of the Township of Wellington North and Arthur Green Developments Inc. | 125 |
| e. By-law Number 064-21 being a by-law to authorize a Subdivision Agreement (Marlanna Homes Inc., Aitken) | 131 |
| f. By-law Number 065-21 being a by-law to authorize borrowing | 184 |

Recommendation:

THAT By-law Number 060-21, 061-21, 062-21, 063-21, 064-21 and 065-21 be read a First, Second and Third time and enacted.

CULTURAL MOMENT

- | | |
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| • Celebrating Scottish Country Dancing | 196 |
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CLOSED MEETING SESSION

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

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

Recommendation:

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

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

1. REPORTS

- Report CAO 2021-003 Joint County/Township Operations Facility Site Selection
- Report CLK 2021-016 Senior of the Year Nominee

2. REVIEW OF CLOSED SESSION MINUTES

- April 26, 2021

3. RISE AND REPORT FROM CLOSED MEETING SESSION

Recommendation:

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

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report CAO 2021-003 Joint County/Township Operations Facility Site Selection; AND FURTHER THAT Council approves the confidential direction to staff.

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report CLK 2021-016 Senior of the Year Nominee;

AND FURTHER THAT Council approves the confidential direction to staff.

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North approve the Closed Meeting Minutes of the April 26, 2021 Council Meeting

CONFIRMING BY-LAW

197

Recommendation:

THAT By-law Number 066-21 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 25, 2021 be read a First, Second and Third time and enacted.

ADJOURNMENT

Recommendation:

THAT the Regular Council meeting of May 25, 2021 be adjourned at ___:___ p.m.

MEETINGS, NOTICES, ANNOUNCEMENTS		
Recreation, Parks and Leisure Committee	Tuesday, June 1, 2021	8:30 a.m.
Special Council Meeting – via video conference	Wednesday, June 2, 2021	2:00 p.m.
Mount Forest District Chamber of Commerce – via video conference	Tuesday, June 8, 2021	7:00 p.m.
Arthur Chamber of Commerce – via video conference	Wednesday, June 9, 2021	5:30 p.m.
Regular Council Meeting – via video conference	Monday, June 14, 2021	2:00 p.m.
Regular Council Meeting – via video conference	Monday, June 28, 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



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)	Daphne Rappard		
Attending as an Individual	<input checked="" type="checkbox"/>	Representing a Group/Business/Organization	<input type="checkbox"/>
Name of Group/Business/Organization:	MF Hort Soc, MF United Church Green Team, MF Trails Comm.		
Address:			
Email:		Phone:	
Meeting Type:	Council <input checked="" type="checkbox"/>	Committee (Includes Ad Hoc) <input type="checkbox"/>	Meeting Date: 05/25/2021
SUBJECT MATTER:	Trees for Wellington North		
Provide Description:	<p>The United Nations has declared the world is in a climate emergency, and has stated no corner of the world is immune, as we have already witnessed in our township. It has emphasized that "business as usual" is not good enough, and that NOW is the time for bold, collective action.</p> <p>It is with heart-wrenching horror that I have watched the destruction of hundreds of mature trees in Mount FOREST over the past 5 years especially, in the name of progress and development. Furthermore, there seems to be no initiative at the Township level to replace old trees taken down due to disease or construction, apparently because the Township does not want the responsibility for maintenance. There is a wide variety of native tree species available, that would not be the "nuisance" the traditional maples were.</p> <p>On the agricultural level, the focus here is still largely on draining wetlands, and eliminating hedgerows, presumably to increase yield. There is lots of research demonstrating the advantage of trees and buffer strips in rural areas, reducing erosion, protecting groundwater, reducing runoff, increasing crop yields, and increasing property value.</p> <p>We need to be much more progressive, and follow in the footsteps of our neighbouring townships, and educate people on the critical importance of working WITH nature. Trees are not only esthetically pleasing, they improve air and water quality, provide wildlife habitat, sequester carbon, provide shade to moderate summer heat, create a more sustainable environment, and counteract global climate change. Recently, Wellington County accepted a climate change mitigation plan called Future Focused; accepting a report is no good if action is not taken by those in a leadership capacity. There are many resources and even grants available for this.</p> <p>Before the meeting, please check out the background info on Trees for Mapleton, Trees for Woolwich, Trees for Minto, Trees for Guelph, to become familiar with the concept, or refresh your memory.</p>		
Recommendation/Request of Council:	(What action would you like the Township of Wellington North to take with respect to your matter)		
<p>I would like the Township to take an active role in starting a Trees for Wellington North group, to facilitate communication and collaboration between community groups like Green Legacy, CELP, the Horticultural/ Agricultural Societies, the Rec. Dept. Trails Committee, the Green Team at the United Church and interested individuals, also including Arthur and the rest of the Township. We need to not just pay lip service to battling climate change, but think globally and act locally.</p>			

Estimated Municipal Financial Impact:	CAPITAL \$?	ANNUAL OPERATING \$?
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Other Details:

It is much more valuable to preserve existing wildlife corridors and significant tree cover than to start from scratch. For example, the proposed John Welton subdivision off Cork St would eliminate a wildlife corridor and destroy a number of majestic trees, not replaceable in our lifetime. As Councillor Yake has expressed, "there still has to be green space for our families", despite a 1998 agreement waiving the parkland requirement. This is where the UN statement and the Future Focused strategies should come together; this is an emergency, and it cannot be business as usual! Efforts should be made to incorporate existing natural features (I can easily visualize an Elm Park Crescent!)

As for planting new trees, there are people willing to volunteer to be involved in this; it just needs leadership. Trees for Woolwich is a definite inspiration. Their goal, when starting off in 2011, was to plant 1 tree for every person in the township, which was 23,000. Now at 32,000 trees, they're still planting and maintaining! (Wellington North only has about 13,000 people, and though I have personally planted and nurtured many hundreds of trees, it needs to be a team effort!)

Thank you for listening to my passionate rambling,
Daphne

Signature: DFR Date: May 19, 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.

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
 MINUTES OF REGULAR COUNCIL MEETING – MAY 10, 2021 AT 2:00 P.M.
 VIA WEB CONFERENCING <https://www.youtube.com/watch?v=iwp78vJDe8E>

Members Present:

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

Staff Present:

Chief Administrative Officer: Michael Givens
Director of Legislative Services/Clerk: Karren Wallace
Deputy Clerk: Catherine Conrad
Director of Finance: Adam McNabb
Economic Development Officer: Dale Small
Director of Operations: Matthew Aston
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
Canine Control Officer: Rick Rauwerda
Manager of Development Planning: Curtis Marshall
Planner: Matthieu Daoust

CALLING TO ORDER

Mayor Lennox called the meeting to order.

ADOPTION OF THE AGENDA

RESOLUTION: 2021-138

Moved: Councillor Yake

Seconded: Councillor Hern

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

DISCLOSURE OF PECUNIARY INTEREST

No pecuniary interest declared.

RECESS TO MOVE INTO PUBLIC MEETING

RESOLUTION: 2021-139

Moved: Councillor Hern

Seconded: Councillor McCabe

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*

CARRIED

RESUME REGULAR MEETING OF COUNCIL

RESOLUTION: 2021-140

Moved: Councillor Hern

Seconded: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North resume the May 10, 2021 Regular Meeting of Council at 2:38 p.m.

CARRIED

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)

RESOLUTION: 2021-141

Moved: Councillor McCabe

Seconded: Councillor Yake

THAT By-law Number 043-21 being a by-law to amend By-law 66-01, being a Zoning By-law for the Township of Wellington North be read a First, Second and Third time and enacted. (Lot 6, Concession 5, with a civic address of 7522 Sideroad 3 E, Allen and Erma Martin)

CARRIED

- 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.)

RESOLUTION: 2021-142

Moved: Councillor McCabe

Seconded: Councillor Yake

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.)

CARRIED

- 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)

RESOLUTION: 2021-143

Moved: Councillor Yake

Seconded: Councillor Burke

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)

CARRIED

DEPUTATIONS

- a. Robert Stovel, Stovel and Associates Inc.
 - 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

Mr. Stovel appeared before Council on behalf of Fran and George Turnbull to request consideration in the upcoming Municipal Comprehensive Review to extend the urban boundary to include the Turnbull property. The Turnbull property fronts on Wellington Road 109 and there are a number of non-farm uses surrounding the site. The entire northern part of the property has been converted from agricultural uses to a manicured lawn and landscaped area with a house, garage and shed. It was his opinion that it would not be an appropriate place for farming activities, or see an agricultural building on the property, as it would cause long term land use conflicts in the area. The infrastructure is already there, and the site could be easily serviced. There are no environmental concerns with the property, and it is clear of environmental constraints from the GRCA. It is reasonable to consider the property for long term growth potential in the urban boundary.

Mayor Lennox stated that they will be going through a Comprehensive Review process that is an extensive process to look at forecasted needs for the Village of Arthur and determine what can be done regarding the urban boundary.

ADOPTION OF MINUTES OF COUNCIL AND PUBLIC MEETING

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

RESOLUTION: 2021-144

Moved: Councillor Burke

Seconded: Councillor Hern

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

CARRIED

BUSINESS ARISING FROM PREVIOUS MEETINGS OF COUNCIL

There was no business arising from previous meetings of Council.

IDENTIFICATION OF ITEMS REQUIRING SEPARATE DISCUSSION

1e, 4b, 4c, 5b,

ADOPTION OF ALL ITEMS NOT REQUIRING SEPARATE DISCUSSION

RESOLUTION: 2021-145

Moved: Councillor Hern

Seconded: Councillor McCabe

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:

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.

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.

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

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.

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.

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.

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.

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.

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

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.

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.

CARRIED

CONSIDERATION OF ITEMS FOR SEPARATE DISCUSSION AND ADOPTION

RESOLUTION: 2021-146

Moved: Councillor McCabe

Seconded: Councillor Yake

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.

CARRIED

RESOLUTION: 2021-147

Moved: Councillor Yake

Seconded: Councillor Burke

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.

CARRIED

RESOLUTION: 2021-148

Moved: Councillor Burke

Seconded: Councillor Hern

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.

CARRIED

RESOLUTION: 2021-149

Moved: Councillor Hern

Seconded: Councillor McCabe

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.
CARRIED

RESOLUTION: 2021-150

Moved: Councillor McCabe

Seconded: Councillor Yake

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 McCabe*
2. *Councillor Hern*
3. *Councillor Burke*

CARRIED

NOTICE OF MOTION

No Notice of Motion tabled.

COMMUNITY GROUP MEETING PROGRAM REPORT

Councillor Yake (Ward 1):

- North Wellington Healthcare President and CEO, Steve Street, will be retiring and Councillor Yake thanked him for his leadership and work redeveloping the Louise Marshall Hospital as well as the construction of the new Groves Memorial Hospital. A group has been hired to have a new President and CEO in place this summer so there is transition time prior to Mr. Street leaving at the end of August.
- Redevelopment at the Louise Marshall Hospital continues. On May 3rd the new emergency area was handed over to the hospital. Several activities need to take place before the space is available to be used for patients, including implementing and testing the many IT and emergency systems, the completion of staff training, installation of furniture and equipment, and deep cleaning. The move in dates are tentatively scheduled for July 13th for the emergency room and July 19th to 30th for the ambulatory care and oncology department. Completion date has only been moved a few weeks, even with some unexpected delays, and looks like it will come in under budget. A Covid friendly grand opening celebration is being planned.
- The Hospital Board and Chief of Staff have expressed concern about the lack of physician recruitment and has requested a report from the Physician Recruitment Committee and will ask to have a report sent to Council, as the municipality does participate in physician recruitment. The Annual General Meeting will be held virtually on June 22, 2021.

Councillor Hern (Ward 3):

- Mount Forest and Arthur Chamber of Commerce have meetings scheduled for this week. The Mount Forest BIA will participate in the Mount Forest Chamber meeting. The Arthur Chamber of Commerce and Arthur BIA are holding a joint meeting.

Mayor Lennox:

- Wellington North Power Inc, despite the challenges of the past year with Covid, still had a profit. Every five years our local distribution company goes through a rate application

process with the Energy Board. Wellington North Power has completed that process and have been successful in getting an appropriate rate structure. The Board was complementary of the work Wellington North Power staff have done at managing and controlling costs over the past number of years and accepted the costs presents almost exactly.

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
- 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
- c. By-law Number 053-21 being a by-law to set the rates for 2021 taxation and to provide for the collection thereof
- 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.
- 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.
- 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.
- 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.

RESOLUTION: 2021-151

Moved: Councillor Yake

Seconded: Councillor Burke

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

CARRIED

CULTURAL MOMENT

- Celebrating 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, Langdon, 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).

CONFIRMING BY-LAW 059-21

RESOLUTION: 2021-152

Moved: Councillor Burke

Seconded: Councillor Hern

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.

CARRIED

ADJOURNMENT

RESOLUTION: 2021-153

Moved: Councillor McCabe

Seconded: Councillor Yake

THAT the Regular Council meeting of May 10, 2021 be adjourned at 3:29 p.m.

CARRIED

CLERK

MAYOR

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
PUBLIC MEETING MINUTES – MAY 10, 2021 @ 2:00 P.M.
VIA WEB CONFERENCING <https://www.youtube.com/watch?v=jwp78vJDe8E>**

Members Present:

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

Staff Present:

Chief Administrative Officer:	Michael Givens
Director of Legislative Services/Clerk:	Karren Wallace
Deputy Clerk:	Catherine Conrad
Director of Finance:	Adam McNabb
Economic Development Officer:	Dale Small
Director of Operations:	Matthew Aston
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
Canine Control Officer:	Rick Rauwerda
Manager of Development Planning:	Curtis Marshall
Planner:	Matthieu Daoust

CALLING TO ORDER - Mayor Lennox

Mayor Lennox called the meeting to order.

DISCLOSURE OF PECUNIARY INTEREST

No pecuniary interest declared.

OWNERS/APPLICANT

ZBA 09/21 Allen & Erma Martin

LOCATION OF THE SUBJECT LAND

The land subject to the proposed amendment is described as Lot 6, Concession 5, with Civic address of 7522 Sideroad 3 E. The property is approximately 36.41 ha (89.98 ac) in size.

PURPOSE AND EFFECT OF THE APPLICATION

The purpose and effect of the proposed amendment is to rezone the subject lands to permit a dog kennel. The lands are currently zoned Agriculture (A) and Natural Environment (NE). The subject property is occupied by a dwelling, a barn and two sheds. The applicants are proposing to use an existing 136.75 m² (1472ft²) accessory structure for the dog kennel. Additional relief may be considered at this meeting.

NOTICE

Notices were mailed to property owners within 120 m of the subject property as well as the applicable agencies and posted on the subject property on April 16, 2021.

PRESENTATIONS

Matthieu Daoust, Planner, reviewed comments prepared by Asavari Jadhav, Junior Planner and Matthieu Daoust, Planner; County of Wellington, Township of Wellington North

- Planning Report dated March 15, 2021

Planning Opinion This zone amendment will rezone the property to permit a dog kennel to operate on a site specific basis on the subject lands. This amendment is required as the current by-law restricts the use in all zones unless specifically permitted by an amendment. The amendment is also required to comply with the Kennel Licencing process outlined in the Township's Kennel License By-law.

Planning Staff generally have no concerns with the rezoning application to permit a kennel on the property. Under the Township Kennel Licensing By-law, the applicant will have to submit a detailed site plan showing how outdoor access will be provided to the dogs to the satisfaction of the Township.

INTRODUCTION

The property subject to the proposed amendment is legally described as Lot 6 Concession 5 with a civic address of 7522 Sideroad 3 E and is approximately 36.41 ha (89.98 ac) in size.

PROPOSAL

The purpose of the application is to rezone the subject lands to permit the operation of a dog kennel within an existing 136.75 m² (1472ft²) accessory structure. The property is currently occupied by a dwelling, a barn and two sheds.

PROVINCIAL POLICY STATEMENT (PPS)

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

"Proposed agriculture-related and on-farm diversified uses shall be compatible with, and shall not hinder surrounding agricultural operations. Criteria for these uses may be based on guidelines developed by the Province or municipal approaches, as set out in municipal planning documents, which achieve the same objective."

GROWTH PLAN

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

WELLINGTON COUNTY OFFICIAL PLAN

The subject lands are designated PRIME AGRICULTURAL within the County Official Plan. Kennels are considered a permitted use within the Prime Agricultural area under Section 6.4.3 of the Plan.

ZONING BY-LAW

The subject lands are zoned Agricultural (A). Section 6.5 of the by-law states:

"...a kennel is a restricted use in all zones within the Township of Wellington North. Kennels are prohibited uses unless specifically permitted by an amendment to this By-law. Where specifically permitted by an amendment to this By-law, no land, building or structure shall be used for a kennel, unless the land, building and structure is in compliance with the approved By-Law to regulate and provide for the keeping, control and licensing of dogs within the Township of Wellington North."

An amendment to the zoning by-law is required to permit a kennel on the subject property.

KENNEL LICENSING

The Township has recently updated the Kennel Licensing By-law (046-17), being a By-law to regulate and provide for the keeping, control and licensing of dogs within the Township of Wellington North. This by-law sets out a number of requirements and standards for kennel operations. Operators must apply for and obtain a license from the Township.

Under the Kennel Licensing By-law, a kennel may only be permitted on a property that is within an Agricultural zone and has a minimum lot area of 25 acres. The proposed kennel appears to meet the minimum eligibility requirements set out in the kennel by-law as the applicant's property is located within the agricultural area (zoned Agricultural (A)) and the property is 89.98 ac acres in size.

The applicants have indicated that the kennel will be located within an existing 136.75 m² (1472ft²) accessory structure. Section 2.9.7 of the Kennel Licensing By-law requires that "access to a fenced area to the outside that permits the animals to access the outside area and return to the inside area on its own accord" be provided. The sketch provided by the applicant indicates a proposed location for the dog run.

Finally, Section 2.19 of the Kennel Licensing By-law outlines that a kennel shall not be located less than 150 m (492 ft) of any adjacent house or livestock barn. The proposed kennel is to be located approximately 322 m (1,056 ft) from the closest neighbours dwelling and 343 m (1,125 ft) from the closest barn housing livestock and 260 m (853 ft) from the closest vacant lot.

PLANNING CONSIDERATIONS

Compatibility

The subject property is located on a farm and is surrounded by agricultural uses. The farm parcel located at 7514 Sideroad 3E contains a dwelling that is approximately 159.44 m (523.12ft) from the proposed kennel. The farm parcel across from the subject lands on 7513 Sideroad E has a dwelling and is 262.41 m (860.92 ft) from the proposed kennel. The farm parcel located on 7572 Sideroad E is approximately 288 m (944.88ft) from the proposed kennel. Section 2.26 of By-law 046-17 (Township Operation and Licensing of Kennel By-law) states the following with respect to setbacks:

No person shall own or operate a kennel or facility or structure used in connection with the kennel and established before the passage of this bylaw, located less than 150 metres (492 feet) of any adjacent property owners habitable building or buildings for the keeping of livestock.

The setbacks exceed the minimum 150 metres required by By-law 046-17.

The applicant currently has 10 dogs and as the business scales up will be housing 25 dogs permitted. The proposed kennel is 136.75 m² (1472ft²) in size and will include 7 whelping area, 9 outdoor runs, 9 indoor penning and an outdoor exercise area. The applicant will be required to provide a detailed site plan as part of the kennel license application. This site plan will need to include an outdoor fenced area for the animals to access on their own accord.

DRAFT ZONING BY-LAW

A draft zoning by-law amendment has been attached to this report for public review and Council's consideration which introduces a site specific exception permitting a kennel on the subject lands.

CORRESPONDENCE FOR COUNCIL'S REVIEW

Michael Oberle, Environmental Planning Technician, Saugeen Conservation

- Letter dated April 7, 2021 (No Objections)

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

- Email dated April 16, 2021 (No Objections)

Rick Rauwerda, Animal Control, R&R Animal Control

- Report dated May 3, 2021 (No Objections)
- Kennel Barn Layout Drawing submitted by Allen & Erma Martin

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

Allen Martin, Applicant, was present to answer any questions regarding the application.

COMMENTS/QUESTIONS FROM COUNCIL

Councillor McCabe inquired how long the kennel has been operating. Rick Rauwerda, Canine Control Officer, stated the kennel has been operating for at least 10 years.

Councillor Burke questioned why the applicant is seeking compliance with the zoning now and stated that she does not support the application to bring the kennel into compliance. Mr. Martin stated that they were under the impression that it was legal to have 10 dogs.

Councillor Burke suggested that Council may need to revisit the by-law to clarify that if you have 10 dogs it is not for breeding purposes but for other farm uses. It is just to have 10 dogs. Mr. Rauwerda commented that there were thirteen dogs on site at the time of his first visit.

Mayor Lennox stated that he is not in favour of dog kennels in our community; however, there is a need for them. Wellington North has a robust by-law to ensure dogs are treated appropriately and bringing kennels into compliance is favourable to protect the animals. The Canine Control Officer's report indicates that we can bring this applicant into compliance.

OWNERS/APPLICANT

ZBA 13/21 Hewvilla Farms Inc.

LOCATION OF THE SUBJECT LAND

The land subject to the proposed amendment is described as Part Lot 3 EOSR RP 60R2771; PT 1, 2 E DIV 3 DIV 4, with Civic address of 7076 Sideroad 2 E. The property is 19.66 ha (48.56 ac) in size.

PURPOSE AND EFFECT OF THE APPLICATION

The purpose and effect of the proposed amendment is to rezone the 1.76 ha (4.36 ac) rural residential parcel from Site Specific Agricultural (A-120) zone to Site Specific Agricultural (A-1) zone. Furthermore, this application is seeking to amend the existing Site Specific Agricultural (A-120) zone for the retained agricultural portion of the property 17.9 ha (44.2 ac) to permit the existing horse breeding operation. This rezoning is a condition of severance application B78/20, that was granted provisional approval by the Wellington County Land Division Committee. The consent will sever a 1.76 ha (4.36 ac) rural residential parcel with an existing dwelling and shed. A 17.9 ha (44.2 ac) agricultural parcel will be retained with an existing dwelling and accessory buildings. Additional relief may be considered at this meeting.

NOTICE

Notices were mailed to property owners within 120 m of the subject property as well as the applicable agencies and posted on the subject property on April 15, 2021.

PRESENTATIONS

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

- Planning Report dated April 26, 2021

Planning Opinion

The purpose of this zoning amendment is 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.

This rezoning is a condition of severance application B78/20, that was granted provisional consent by the Wellington County Land Division Committee. The consent will sever a 1.76 ha (4.36 ac) rural residential parcel with an existing dwelling and shed from the retained 17.9 ha (44.2 ac) parcel with an existing dwelling and accessory structures.

Planning Staff have prepared a draft Zoning By-law amendment for Council's consideration which is attached to this report.

INTRODUCTION

The property subject to the proposed amendment is legally described as 7076 Sideroad 2 E DIV 3 DIV 4 Pt Lot 3 EOSR RP 60 R2771; Pt 1, municipally known as 9851 Highway 6. The proposal is a condition of a recent severance application on the property, B78/20. The proposed severed parcel is a 1.76 ha (4.36 ac) rural residential parcel with an existing dwelling and shed. The retained 17.9 ha (44.2 ac) parcel contains an existing dwelling and accessory structures.

PROPOSAL

The purpose of this zoning amendment is 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. This rezoning is a condition of severance application B78/20, that was granted provisional consent by the Wellington County Land Division Committee. Planning Staff did not support the proposed severance application which severed a second dwelling from the farm operation.

WELLINGTON COUNTY OFFICIAL PLAN

The subject lands are designated PRIME AGRICULTURE and CORE GREENLANDS areas. Identified environmental features include a Saugeen Valley Conservation Authority regulated Hazard Lands. This application is required as a result of a severance application B78/20.

WELLINGTON NORTH ZONING BY-LAW

The subject lands are zoned Site Specific Agricultural (A-120) and Natural Environment (NE). Permitted uses in the Agricultural zone include agricultural uses, single detached dwellings and accessory uses, buildings and structures. The existing site specific provisions permit a livestock operation for the breeding of horses, and a second dwelling permitted outside the farm building cluster.

The purpose of this zoning amendment is 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 restriction on additional livestock buildings is being applied to the property as it is located within 1 km of the Mount Forest Urban Area. Properties located within 1 km of a settlement area are placed in a site specific zone which does not permit new livestock facilities.

Draft Zoning By-law Amendment

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

CORRESPONDENCE FOR COUNCIL'S REVIEW

Michael Oberle, Environmental Planning Technician, Saugeen Conservation

- Letter dated May 5, 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

Jim Hewson, Applicant, was present to answer any questions regarding the application.

COMMENTS/QUESTIONS FROM COUNCIL

Councillor McCabe requested clarification regarding the planning staff comment that they did not support the proposed severance application, which severed a second dwelling from the farm operation. Matthieu Daoust, Planner, stated that the application dates back a number of years ago to a zoning by-law amendment to permit a second dwelling to be constructed outside the building cluster to expand a horse operation, which didn't work out, and ultimately planning staff did not support that application for building outside the cluster.

Councillor McCabe questioned if the property is for sale, and what would happen if this zoning amendment were not granted. Mr. Hewson explained that if they obtain the severance, they want to sell the 44 acres, which includes the house and barn. He and his wife plan to build a new house on the front lot, which is the severed lot, and move to there.

OWNERS/APPLICANT

ZBA 14/21 Christian F. Martin

LOCATION OF THE SUBJECT LAND

The land subject to the proposed amendment is described as Con 14, Pt Lot 16, Con 13, Pt Lot 16 & 17. The property is approximately 104.95 ha (259.36 ac) in size.

PURPOSE AND EFFECT OF THE APPLICATION

The purpose and effect of the proposed amendment is to rezone the property to permit a new 557.4 m² (6,000 ft²) metal workshop and permit a maximum of 6 employees on site. Additional relief may be considered at this meeting.

NOTICE

Notices were mailed to property owners within 120 m of the subject property as well as the applicable agencies and posted on the subject property on April 15, 2021.

PRESENTATIONS

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

- Planning Report dated April 21, 2021

Planning Opinion

The proposed zoning amendment would provide relief from the regulations of the home industry to establish a 557.4 m² (6,000 ft²) m² metal workshop and permit a maximum of six (6) employees. The property is currently zoned Agricultural (A) and Natural Environment (NE). The proposal would amend the lands currently zoned Agricultural.

The home industry criteria provided in the zoning by-law is intended to regulate the size and scale of these types of uses in the Prime Agricultural areas. This criterion was established under the former Provincial Policy requirements for secondary uses in Prime Agricultural areas in which small scale was defined and further regulated through local zoning by-laws. Under the

current Provincial Policy State (PPS) criteria, the size and scale is contained by an area of operation that shall not exceed 2% of the area of the farm to a maximum area of 1 ha. This proposal does not exceed the aforementioned figures.

Based on the PPS criteria staff are satisfied that the proposal is in general conformity with the County of Wellington Official Plan and we are supportive of the request to rezone the property. The business remains secondary to the main agricultural use and complies with the other home industry regulations under the Zoning By-law.

INTRODUCTION

The subject property is legally described as Con 14, Pt Lot 16, Con 13, Pt Lot 16 & 17. The property is approximately 104.95 ha (259.36 ac) in size. The land is currently a vacant agricultural property.

PROPOSAL

The proposed amendment is to rezone the subject lands to provide relief from the regulations of the home industry to establish a 557.4 m² (6,000 ft²) m² metal workshop and permit a maximum of six (6) employees. The proposal would amend the current Agricultural zone.

PROVINCIAL POLICY STATEMENT (PPS)

The subject property is located within the PRIME AGRICULTURAL area. Under the PPS permitted uses within prime agricultural areas include: agricultural uses, agricultural related uses, and on-farm diversified uses. An on-farm diversified use is defined as: uses that are secondary to the principal agricultural use of the property, and are limited in area. On-farm diversified uses include, but are not limited to home occupations, home industries, agri-tourism uses, and uses that produce value-added agricultural products.

According to the Province's Guidelines on Permitted Uses in Ontario's prime Agricultural Areas (Publication 851), a home industry on a commercial farm is not limited to producing products that are agriculturally related. The guidelines also recommend that such uses not occupy more than 2% of the area of a farm (up to a maximum of 1 hectare in area). Municipalities may set building size limits/caps to regulate building size to a scale deemed appropriate in the prime agricultural area.

WELLINGTON COUNTY OFFICIAL PLAN

The subject lands are designated PRIME AGRICULTURE, GREENLANDS and CORE GREENLANDS. Identified environmental features include a Provincial Significant Wetland, Significant Wooded Area, an Environmental Sensitive Area and a Saugeen Valley Conservation Authority regulated Hazard Lands. The proposed use is beyond the required 30m set back from the environmental feature on the subject property.

Under section 6.4.3 of the Plan, secondary uses including home businesses and farm businesses are permitted. Section 6.4.4 further outlines that a home business includes home industries which "are small in scale with a limited number of employees, and minimal off site impacts – examples include minor equipment repair, woodworking, crafts, and welding".

ZONING BY-LAW

The subject property is zoned Agricultural (A) and Natural Environmental (NE). The area subject to the proposed zoning amendment is zoned Agricultural. Home Industries are permitted within the Agricultural zone subject to criteria outlined in Section 6.14. Section 6.14 b) a home industry may include such uses as a woodworking shop, welding shop, and machine shop among others. Under 6.14 d) the maximum square footage for any or all buildings or structures used for a home industry shall not exceed 232.25 m² (2,500 ft²) of floor area which shall include but is not limited to: generator room, lunchroom, office, mechanical room, basement area and inside storage area.

An amendment to the zoning by-law is necessary to permit the proposed increase in area for the home industry use. The applicant is proposing to utilize 557.4 m² (6,000 ft²) for the metal workshop and permit a maximum of six (6) employees as the business scales up.

PLANNING DISCUSSION**Home Industry criteria**

The home industry criteria provided in the zoning by-law is intended to regulate the size and scale of these types of uses in the Prime Agricultural areas. The criteria was established under the former PPS requirements for secondary uses in Prime Agricultural areas in which small scale was defined and further regulated through local zoning by-laws. The current PPS (2020) policies for on-farm diversified uses which replaces secondary uses has broadened the area of operation to reflect the farm size. Under the new PPS criteria, the size and scale is contained by an area of operation that shall not exceed 2% of the area of the farm to a maximum area of 1ha (10,000 m2).

Site Plan Control

The Township Site Plan Control By-law (2013-079 as amended) is applicable. This proposal will be subject to site plan approval.

Draft Zoning By-law:

Planning Staff have prepared a draft site specific by-law that provides relief from the regulations of the home industry to establish a 557.4 m² (6,000 ft²) m² metal workshop and permit a maximum of six (6) employees. The draft by-law is attached to this report for public viewing and Council's consideration.

CORRESPONDENCE FOR COUNCIL'S REVIEW

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

- Email dated April 15, 2021 (No Objections)

REQUEST FOR NOTICE OF DECISION

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

MAYOR OPENS FLOOR FOR ANY COMMENTS/QUESTIONS

Applicant was not present to speak to the application.

COMMENTS/QUESTIONS FROM COUNCIL

There were no comments or questions from Council

ADJOURNMENT

RESOLUTION: 008-2021

Moved: Councillor McCabe

Seconded: Councillor Yake

THAT the Public Meeting of May 10, 2021 be adjourned at 2:25 pm.

CARRIED

 CLERK

 MAYOR

Mount Forest District Chamber of Commerce

Meeting Minutes

May 11th, 2021

I. Call to Order

Krista Blenkhorn called to order the regular meeting of the Mount Forest Chamber of Commerce at 7:03 pm on May 11th, 2021 on a virtual Zoom Meeting.

II. Roll Call

Members in attendance to the meeting were:

- Krista Blenkhorn President
- Shawn McLeod Past President
- Sharon Wenger Vice-President
- Michelle van Essen Secretary
- Kelly Dimick Director
- Crystal Seifried Director
- Matt Lantz Director
- Stacey Stevenson Administrator
- Corbin Peter Administrator
- Dale Small Township Economic Development
- Lisa Hern Township Council Representative
- Jessica McFarlane BIA
- Bill Nelson BIA
- Sherry Burke BIA
- Andrew Coburn BIA
- Murray Townsend BIA (Absent)
- Dwight Benson BIA (Absent)
- Kayla Morton BIA (Absent)

III. Introductions-Krista

Introductions with BIA/Chamber committee members

IV. Economic Development Report – Dale Small

Business retentions expansion program \$150k grants for PPE, lots of grants available at this time.

Student start up-up to 55 applicants so far-grades 6-9 up to \$500 each

Farmers market 17 vendors June 19, 2021

Continuing to support Housing/Jobs portal is doing well.

Sidewalk Saturdays-council approved July 10 & August 14, 2021 close main street both days-Good news Road closures setup 7:30-3:30pm need to promote shopping hours 8-2 pm. Arrange for farmers market to move for Sidewalk Saturdays. Would like BIA/Chamber to sponsor one of the Saturdays, would like to see set up Birmingham street in one form or another. Arrange for music/entertainment at north end to help attract traffic towards Birmingham street. Encourage Not for Profit and non main street business to

participate. Encourage Covid protocol-no tables, chairs in front of entertainers-NOT an event, shopping day. Allowing community to support/shop local with Covid restrictions/safe distancing. Stacey-weather permitting. Happening regardless-rain or shine. Krista-sponsoring display-sponsoring or both. Would like both committees but especially day sponsored.

V. Council Notes – Lisa Hern

Not a lot to add at this point, a lot of building going on, traffic concerns near Foodland. Large donation was received from the Donald family \$100,000 towards new ball diamond at the fairgrounds. Your Town Rising did come through Arthur, was extremely helpful and provided a fresh perspective.

VI. Approval of Minutes from Apr Meeting

Sharon motioned the approval
Shawn seconded the motion
Everyone in favour

VII. Treasurer’s Report/Monthly Cheque Log Review and Approval Apr 2021

Matt motioned the approval
Sharon seconded the motion
Everyone in favour

VIII. Open Issues

a) BIA Introduction/Discussion

Andrew - last year re-established and events schedule as submitted by Downtown Committee. Potential cross walk by BIA/Scotia, will put forth an application for approval. Design work with local landscaper for a small park beside Century 21/BMO still waiting for approval from corporate BMO.

Krista - we have reviewed events, starting to look at our long-term strategies, few key goals Digitization & Member Relevance

Digitization just starting to meet (tomorrow) want to provide more of a directory, Shop Wellington, provide more of an experience for those looking at the area.

Member Relevance what do our members want, what are their challenges and working on goals towards their feedback.

Crystal - Stacey started Newsletter, looking into potential virtual Business After 5, lot of reach out to members.

Andrew - discussions on proposals for crosswalk/parkette if partnered would hold more weight with council.

Bill - Looking for Chamber to endorse/plan to distribute information to partner. Review different options available, pricing, planning.

Krista - happy to be apart of discussion. Previously had a chamber member attend BIA as a liaison.

Bill - previous liaison had difficulty co-ordinating schedules, would think it is a valuable asset. would welcome participation-one meeting a month second Tuesday of every month at 8am.

Krista - would we like to discuss cross walk, Bill a little premature at this point as still in the early planning phase.

Dale - Wifi in downtowns still on the table but covid has caused delays, potentially end of year. BIA window clings - Your Business would Look Good Here to put up in vacant windows. Main Street Parking considering time restrictions to avoid long term parking in front of businesses.

Jessica - BIA signs, intentions that vacant retail would add a pleasant visual for pedestrians walking by. If we know of a business location becoming vacant to be proactive

Your Town Rising, organization that meets with town to discuss ideas to increase visual Cost \$3,000 for ½ day. Provided input such a murals in Minto.

Crystal - Your Town Rising has been involved in other communities nearby that may be able to provide feedback

Applied for Innovation Guelph-grant for mini video series for our community

Corbin - Showcasing downtown retail stores, construction/manufacturing, keeping your money in MF stays in Mount Forest. Professional videographer, drone footage, short stories, and messages. Still working on quotes

Deep roots of the community, doctor recruitment, community pride, timeless that can be used in the future. Would love input from BIA.

Jessica - enjoys the video idea, provides Chamber Community Guides to new to the area looking for information about the community/shopping

Bill - suggest some vignettes of our industries/manufacturing to ensure we project we are a progressive community.

Michelle - if outside of the budget, would the BIA consider contributing towards?

Andrew - clarify what will be displayed in the videos-all businesses or overview of businesses. Could discuss further

Crystal - needs to be completed by end of June, happened quickly, need to highlight community not every business due to restrictions

Jessica - where will they be shared, hosted? Crystal-social media/website.

Sharon - Stacey will share information with BIA to provide a clearer picture of what the videos are about.

Crystal - Total \$6,230 at this point, approx. \$1,000 shortfall for 3 videos

Corbin - we receive all raw footage to potentially use in future and provide to businesses in video.

Sharon - raw footage if we want to re-create down the line provides long term advantage.

Krista – Liaison with BIA? Crystal volunteered. Possible rotation to divide time commitment. Will discuss with BIA

b) Office Operations - Stacey

Census was complete, second desk in office has been cleaned out for when someone needs, signs not up yet. Spoke to Kevin re construction and expecting to be back to complete construction end of May. Got a quote for a handmade harvest style boardroom table \$1,500. Epoxy quote has not responded and need to find another resource. Quote was apart of renovation budget. ITCS may be able to provide a large purchase discount, Stacey will discuss further. No rush at this point.

Get different quotes for simple boardroom table to fit the space. Kelly purchased recently for office chair from Jason from Country Carpet, will discuss with him.

c) Social Media Update – Corbin

April was a great month; Instagram has built a strong loyal following 600 followers. Facebook has 1600 followers, will do some adjusting to time-of-day posts to see if that will generate more likes. Mothers Day give away. Stacey/Corbin doing weekly updates on strategies and ideas. Currently using Canva, Kelly has pro version if Corbin is needing to access. Canva has a Non-profit program.

Crystal – New set up grants potentially available? Saugeen Economical Development.

d) Fireworks Festival

Still trying to work with colouring book, Ribfest, Radio Event. Still working on details. We were going to split profits for Fireworks Festival and Cancer Patient Services. Colour book may potentially be covered by grants, the radio, pay it forward type option. Stickers-limited edition ideas

e) COVID 19 Updates-Krista

No subsidies due at this time.

Stacey – Rapid testing by Ontario Chamber of Commerce, we are not properly set up for the program. Sw Fergus/Arthur, Fergus has offered to piggy-back off of their office. Stacey is looking into different options logistically due to space, staffing. Will discuss further with meeting.

f) Sub-committee

No updates at this time

Crystal – Canada Summer Grant, Corbin

Crystal motioned

Matt Second motion

All in favour

IX. Review SGM

Proposals went out, Bill Nelson was the only one in touch at this point. Stacey will have more information. May 26, 2021 @ 7 or 7:30pm is date for SGM, will not be a long meeting \$100 gift card for Marcc Apparel, for attendance draw. Zoom meeting, Stacey will set up.

X. New Business**a) Community Collaboration Project-Mini Video Series**

Share information with BIA to see if they would like to participate, joint project, will meet again with company providing quotes.

Matt has a friend that can potentially provide services, will set up a meeting this week for additional quotes.

Kelly - Can we use CERB grants towards shortfall? Potential fundraising sources.

b) Round Table

Michelle - nothing

Kelly - nothing

Crystal - nothing

Matt - nothing

Corbin – nothing

Shawn -nothing

Sharon – nothing

Stacey – Benefits, will contribute to payroll deductions. Will finalize shortly.

Krista – Tire Craft Crystal? Will follow up.

XI. Adjournment

Meeting adjourned at 9:20pm, May 11th, 2021.

Mount Forest District Chamber of Commerce
Balance Sheet As at Apr 30, 2021

024

ASSET

Current Assets		
Petty Cash	100.00	
Petty Cash OTF Community Ac...	0.00	
Cash Float - Fireworks Festival	0.00	
Shop WN Clearing	-1,322.10	
Chequing Bank Account	44,130.28	
OTF Community Account	53,674.79	
Total Cash		96,582.97
Accounts Receivable	2,563.24	
Due from OTF Community Anim...	0.00	
Total Receivable		2,563.24
Prepaid Entertainment		20,328.46
Total Current Assets		119,474.67
Capital Assets		
Office Furniture & Equipment		1,349.00
Computer Equipment		759.98
Building		338,820.60
Land		125,000.00
Total Capital Assets		465,929.58
TOTAL ASSET		585,404.25

LIABILITY

Current Liabilities		
Accounts Payable		23,156.68
BMO Mastercard 8295		0.00
Pre-Paid Rent - Unit A		1,043.95
Pre-Paid Rent - Unit C		728.00
Pre-Paid Rent - Unit D		750.00
Pre-Paid Rent - Boardroom		0.00
CEBA Loan Payable		40,000.00
Vacation payable	-28.57	
Vacation Pay Clearing	28.57	
Total Vacation Payable		0.00
EI Payable	107.19	
CPP Payable	249.42	
Federal Income Tax Payable	222.63	
Total Receiver General		579.24
GST Charged on Sales	703.86	
GST Paid on Purchases	-920.13	
GST Owing (Refund)		-216.27
Deposits - Festival		3,900.00
Total Current Liabilities		69,941.60
Long Term Liabilities		
Mortgage Payable		233,261.28
Total Long Term Liabilities		233,261.28
TOTAL LIABILITY		303,202.88

EQUITY

Retained Earnings		
Retained Earnings - Previous Year		162,880.59
Investment in Capital Assets		56,641.58
Unrestricted Net Assets		55,413.39
Current Earnings		7,265.81
Total Retained Earnings		282,201.37
TOTAL EQUITY		282,201.37

LIABILITIES AND EQUITY

585,404.25



Joint Arthur/Mount Forest District Chamber of Commerce Meeting Minutes

May 12th, 2021

I. Call to Order/Introductions

Krista Blenkhorn called to order the regular meeting of the Mount Forest Chamber of Commerce at 7:05 pm on May 12th, 2021 on a virtual Zoom Meeting.

II. Roll Call: Members in attendance to the meeting were:

Arthur

- Tom Gorecki President
- Jacklyn Winter Administrator
- Paula Coffey Director (absent)
- Fay Craig Director
- Bonnie McIntosh Director

Mount Forest

- Krista Blenkhorn President
- Shawn McLeod Past President
- Sharon Wenger Vice-President
- Michelle van Essen Secretary
- Kelly Dimick Director (absent)
- Crystal Seifried Director
- Matt Lantz Director
- Stacey Stevenson Administrator
- Corbin Peter Administrator

Township of Wellington North

- Dale Small Township Economic Development
- Lisa Hern Township Council Representative

III. Sharing of 2021 Plans & Identification of Initiatives Where Makes Sense

Arthur 2021 Plans

Tom - Dual representation with Arthur Chamber & BIA. Summer collaboration? Arthur Chamber seeing how things go, BIA and Chamber working on Gym. Street fair is coming up Canadian Flag photo op

Dale - Sidewalk Sale, 2 dates in Arthur but may have to change June date due to Covid and Streetscaping. Arthur main street going through construction. Mount Forest has dates set for July & August

Tom – Sidewalk Sale, can we have a liaison that can work with both groups.

Crystal – What are the colourful chairs outside. Jacklyn – continuing the theme from last year where they painted the windows with rainbows. Just keeping the theme to brighten the main street.

Corbin – Does Arthur has a social media in order to follow? Jacklyn – only the Facebook due to time restrictions. There is however a Arthur Downtown Rising instagram page that Mandy Jones updates. Arthur BIA is working on establishing the social media accounts

Mount Forest 2021 Plans

Krista - Discussed working with BIA liaison

BIA Downton Mount Forest and event partnering, ex Easter Egg Hunt as an example-Retail focused events
Corbin is working on Summer initiatives, promotions such as 12 Days of Christmas but still in planning phase.
Approval for Grant, long term Strategy, networking/Business after 5, digitization

Crystal – Participate Digital Main Street-Innovation Guelph

Applied to do a mini-series of videos of 3 videos 1 minute each, inspire community pride, employee recruitment, community as a whole can share

Krista – Your Town Rising, we would appreciate input Tom - Paula Coffey took the lead on that.

Crystal – New Comers Event, could be a good partnership for when things start to open up. Community groups but would need further brainstorming.

Crystal – Rapid testing, what are Arthurs plans? Are the looking to be involved? Tom said they haven't had a chance to discuss at this time. Fergus is willing to allow MF to direct businesses to Fergus location. Medical company \$75 for bin \$50 for pick up of bio-hazard. MF is not set up for the guidelines. Has had some businesses reach out about the rapid testing. Arthur would really need to discuss further as it has rolled out to them really quickly. Arthur does not meet the guidelines as well.

Tom – Would Public Health not provide pick up? Dale – he does not think so, not informed enough. Uline has Bio-Hazard Containers if businesses. Fergus has a business wanting to partner with logo and covering pick up cost.

Wellington North 2021 Plans

Dale – We can work towards that, likes the collaboration/communication/partnership. May be easier to include BIA and can work towards a plan moving forward. Township of WN is always looking for ways to support in planning and funding. Wellington North Guide seems to have died down. Mount Forest What's Happening, would like to see something similar in Arthur. Service Excellence Awards could be possibly linked together. Township looking to run a Mayors Breakfast series to support our volunteers-thinks the New Comers is a good idea. Residential Growth is coming so this would be a good way to assimilate.

IV. Discussions on Shop Wellington North

Shop Wellington North what are the future plans. Will we be moving forward with this? Krista feels lots of potential with Shop Wellington and Guide? Some of the Arthur business are already interested/joined and trying to create parameters, how do we treat members vs non-members? What will our policies moving forward?

Jacklyn – originally distributed that a processing fee applied but MF is currently picking up that fee.

Members are already aware a fee may be coming, only 2 at this time are non-members.

Crystal - MF Biggest member is Yardistry but they have sold out, Dale and Give-Aways

Dale – Would like to see this work

Krista – Would like to hear what other businesses success have been

V. Adjournment

Meeting adjourned at 7:45 Opm, May 12th, 2021.

Safe Communities Wellington County Leadership Table Meeting

Microsoft Teams Meeting

9:30 a.m., March 24, 2021

In Attendance

Pasquale Costanzo, County of Wellington, Roads
Angelle Eybel, Chair, Minto Safe Communities
Stephen Dewar, Guelph Wellington Paramedic Service
Paul Richardson, Wellington County OPP
Anna Vanderlaan, WDG Public Health
Campbell Cork, Wellington County Councillor
Andie Goldie - Township of Centre Wellington
Adrienne Crowder, Wellington Guelph Drug Strategy
Don Senek, Minto Safe Communities
Sarah Bowers-Peter, Crimestoppers Guelph Wellington
Cathy Sweeny, County of Wellington EM
Jensen Williams, Guelph-Wellington Women in Crisis
Heather Glenister, Suicide Awareness Council
Barb Evoy, Fergus Educational Services
Callise Loos, Minto/Mapleton Fire Services
Corrie Trewartha, Wellington County OPP
Karen Armstrong, Rural Wellington
Jessica Rowden, Upper Grand District School Board
Christine Veit, Safe Communities Wellington County
Cecilia Marie Roberts - CMHA Waterloo Wellington
Blaine Burman - County of Wellington, Social Services

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

II. Approval of Minutes – January - It was Moved by Don Senek Seconded by Cathy Sweekney that the minutes of the meeting held January, 2021 be approved. **CARRIED**

III. Presentation – Crimestoppers Guelph Wellington (10 minutes + Q & A)

- I. Crimestoppers Guelph Wellington has been in existence for 33 years
- II. We want people to come forward with the smallest of details
- III. When providing a tip, you are going into a portal that has no link to your personal information. You will receive a code following the submission of your information
- IV. Tipsters have confirmed that they have contributed to the solving of cases in Guelph and Wellington County
- V. Cleared over 2200 cases in the Guelph and Wellington County area

- VI. Pivoting to online presentations including expanding partnerships; ie, Guelph Wellington Women in Crisis
- VII. Recovered \$71,000 in property for 2020 - clearing 8 cases.
- VIII. Donations from private citizens - there is no government funding - Fundraising is essential
- IX. You can advertise on billboards, become a board member, volunteer during events, follow on social media, purchase decals, purchase radio spots, and finally, participate in the program.
- X. Rewards are generated based on the severity of the crime; how helpful it is to the investigation.
- XI. If cash and property are able to be returned, it is returned; it becomes the property of the Wellington County OPP and the fundraising auction that they hold in the Spring has that property and Crimestoppers is the recipient of the funds raised.
- XII. It is up to the tipster on whether they reach out to see if they receive a reward, using the code received during submission.
- XIII. Reach Sarah - sarah@csgw.tips

IV. Business Arising

I. Community Safety & Well-being Plan Update

- (1) We will be presenting the plan at the May meeting
- (2) We will be presenting at the Police Services Board and County Council during the month of April

II. 2021 Budget - Motion to accept the budget for 2021 - **MOVED** by Barb Evoy - **Seconded** by Adrienne Crowder - **CARRIED**

- (1) We are carrying over \$70,717.09
- (2) Received \$1000 grant from Parachute Canada for Poison Prevention Week
- (3) Big changes - Website related services have been increased to \$3000
- (4) Safe Communities Day is still in the budget, because we are being hopeful an in person event will happen
- (5) Bank transfer costs money, so there is an additional line item
- (6) Anonymous donation for bullying prevention - Sarah, Barb, Jess R, Jensen, Angelle interested in being part of the
 - (a) Reach out to the hubs - Minto, Fergus and East Wellington

III. Poison Prevention Week - March 21 to March 27, 2021

- (1) Focusing more on cannabis edibles for the social media campaign, because we were fortunate to receive \$1000 from Parachute Canada to help increase our exposure to the residents of Wellington County.
- (2) There is a lot of mixed messaging surrounding cannabis and edibles.
- (3) Currently running a contest and starting the social media campaign on Instagram, Twitter and Facebook, running at 9:00 am, 12:00 pm, 3:00 pm, and 5:00 pm
 - (a) Contest is asking residents of Wellington County to identify areas within their home that they are keeping their home safe from poisons
 - (i) There will be prizes for 10 individuals/families - including a lock box, and other safety related items that will be used to educate (cabinet locks)
- (4) Adrienne Crowder - Interestingly, there is now 10 cannabis stores in the City of Guelph

- (a) Cannabis posters that were made by youth for youth can be distributed
- (b) infographic - since 2011 - 2018 there has been an increase in drug use between grade 7 and grade 10
- (c) Youth hubs have great programs surrounding drug use, as well, there is a great survey pulling important information from students of UGDSB
- (d) Who in particular are at risk - Female population has increased exponentially and has had the most change in numbers

IV. May meeting Presentations

- (1) Jess Rowden from Upper Grand District School Board
- (2) Pasquale Costanzo - Wellington County Roads
- (3) I want to hear from different organizations or action groups to fill a few time slots

V. Meeting Dates for 2021 (9:30 am)

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

V. New Business

- I. Safe Kids Week - Focus on Playing Outdoors - Allow your children to play outside - Explore natural areas - Look at the world around them
 - (1) Information will go out to all of the libraries
 - (2) Any help in distributing would be great - Parachute will have fantastic messaging
 - (a) Suggest a treasure hunt or scavenger hunt throughout the community
 - (i) Minto - Callise - Safe Kids Day in a box - if anyone wants to add something to the box - Goose Chase may be a great option for Safe Kids Week - 120 families in Wellington North and 110 families in Minto
 - (ii) Very easy process

VI. Reports from the Floor

- I. **Helen Edwards – Falls Action Group**
 - i. Meeting in February - Discuss different actions potentially for Valentines
- II. **Barb Evoy - Intentional Self Harm Action Group**
 - i. Have not met
- III. **Cathy Sweeney – Motor Vehicle Collision Action Group**
 - i. We will be getting together virtually
 - ii. ATV Safety is something that should be in the forefront for the spring, especially with the new information.
 - iii. Minto will be delegating at the Minto April meeting

- iv. Wellington County has banned ATV riding on Wellington County Roads
- v. GET - Does allow ATV's on their roads
- vi. Centre Wellington, Mapleton, and Puslinch - are undecided, but are currently opted in.
- vii. Erin - don't know

IV. Guelph-Eramosa Township

- i. No real updates - completed Snow Angels for the year

V. Township of Centre Wellington

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

VI. Don Senek - Minto Safe Communities

- i. All of the data that we have found is primarily in the US. - ATV's and a public road are a deadly combination. They are an off - road vehicle, not an on road vehicle
- ii. Is the Town of Minto liable
- iii. We will have our meeting on Monday night - like the idea of getting our youth on the trails
- iv. Maybe we will be able to do a bike rodeo
- v. We have elections this month
- vi. Dirt Bikes are also included on the roads

VII. Wellington County OPP - Corrie Trewartha

- i. Fraud Prevention Month - Project Safe Zone being launched at all Wellington County OPP detachments on Monday - There will be a media launch.

VIII. Guelph Wellington Women in Crisis - Jensen

- i. Guelph Wellington Action Committee - Covid Care Bags, including, hand sanitizer, mask, emergency phone numbers, safety plan, lip balm, menstrual products
- ii. if interested - wiceducator@gwwomenincrisis.org
- iii. May is sexual assault prevention month - follow us on social media

IX. Wellington North - Campbell Cork

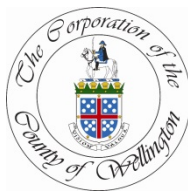
- i. Committee to support Mental Health
 - 1. Front line responders - Competition to design a logo
 - a. Residents of Wellington North

2. County Council - the vote is tomorrow.

- X. Masks have been very well received - residents really like the masks - Thank you to the County of Wellington for the funding that we were able to use to purchase the masks.

5) Adjournment @ 11:30 am

The Next Leadership Table meeting is scheduled for Wednesday, May 19, 2021 at 9:30 a.m.



PLANNING REPORT for the TOWNSHIP OF WELLINGTON NORTH

Prepared by the County of Wellington Planning and Development Department

DATE: May 18th, 2021
TO: Mayor and Council
 Township of Wellington North
FROM: Matthieu Daoust, Planner
 County of Wellington
SUBJECT: **Owner: William Reeves**
Property: Lot 24, Plan 61M-218
117-119 Sarah Road
Township of Wellington North (Mount Forest)
Part Lot Control Exemption Application

The purpose of this proposed part lot control exemption is to allow for the division and conveyance of 2 semi-detached units on separate lots. The semi-detached dwelling is under construction.

A draft reference plan (attached as Schedule 1 to this report) has been submitted showing the divided semi-detached units. Please note the draft reference plan denotes a "2-storey duplex", planning staff have confirmed with the applicant that the proposal is for a semi-detached dwelling. The applicant will need to finalize and deposit the reference plan prior to final approval being granted by the County.

The subject land is designated Residential in the Official Plan and is zoned Medium Density Residential (R2). The lot subject of this application is part of Registered Plan 61M-218 Subdivision File Number 23T-79087 dated October 19th, 2017.

The lot areas and lot frontages for the semi-detached units appear to comply with the zoning by-law requirements for semi-detached dwellings.

The division of land is consistent with Provincial Policy and would conform to the applicable policies of the County Official Plan.

The corresponding by-law with a full legal description of the parcel is listed on the agenda for Council's consideration. Once the By-law is approved by Council it will be forwarded to the County for registration.

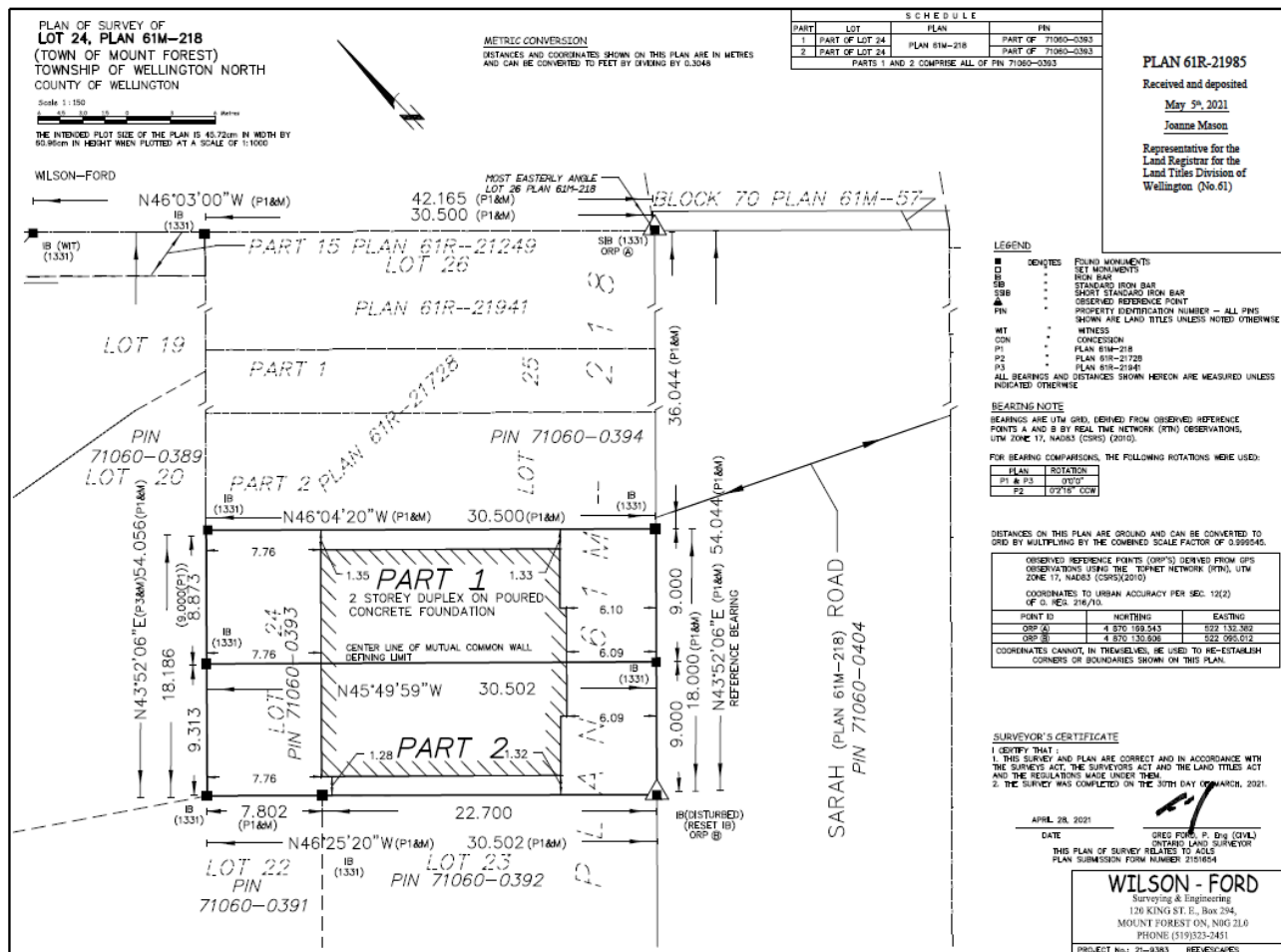
Respectfully submitted
 County of Wellington Planning and Development Department

Sincerely,

A handwritten signature in cursive script that reads "Matthieu Daoust".

Matthieu Daoust, MCIP RPP
 Planner

Schedule 1: Draft Reference Plan





Staff Report

To: Mayor and Members of Council Meeting of May 25, 2021

From: Tammy Pringle, Development Clerk

Subject: **DC 2021-012, MARLANNA HOMES INC.
DRAFT SUBDIVISION AGREEMENT
400 KING STREET EAST, MOUNT FOREST**

RECOMMENDATION

THAT Council of the Township of Wellington North hereby receive Report DC 2021-012 being a report on Marlanna Homes Inc., Draft Subdivision Agreement – 400 King Street East, Mount Forest;

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

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

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

- Sewage Allocation Agreement dated May 10, 2021: By-Law 056-21

BACKGROUND

Subject Lands

The property is located in the Town of Mount Forest. The subject lands are in the North East quadrant of the town on King Street East, West of Ronnie's Way and South of King Street East. The land holding is approximately 3.5 acres with a 124.08 foot frontage. It is legally known as:

PIN 71060-0349 (LT)

DESCRIPTION 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

The Proposal

The Owner has applied for Subdivision Agreement Approval from the Township for a Subdivision that will include 24 Semi-Detached Units, extension of Newfoundland Street and a Stormwater Management block. This project will include installation of services, site grading, erosion and sediment control, drainage, stormwater management plan, and street lighting.

Existing Policy Framework

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

COMMENTS AND ANALYSIS

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

FINANCIAL CONSIDERATIONS

Not applicable.

ATTACHMENTS

- A. LOCATION MAP
- B. DRAFT APPROVED PLAN OF SUBDIVISION
- SUBDIVISION AGREEMENT: with by-law in this agenda

STRATEGIC PLAN 2019 – 2022

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

- Yes
- No
- N/A

Which priority does this report support?

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

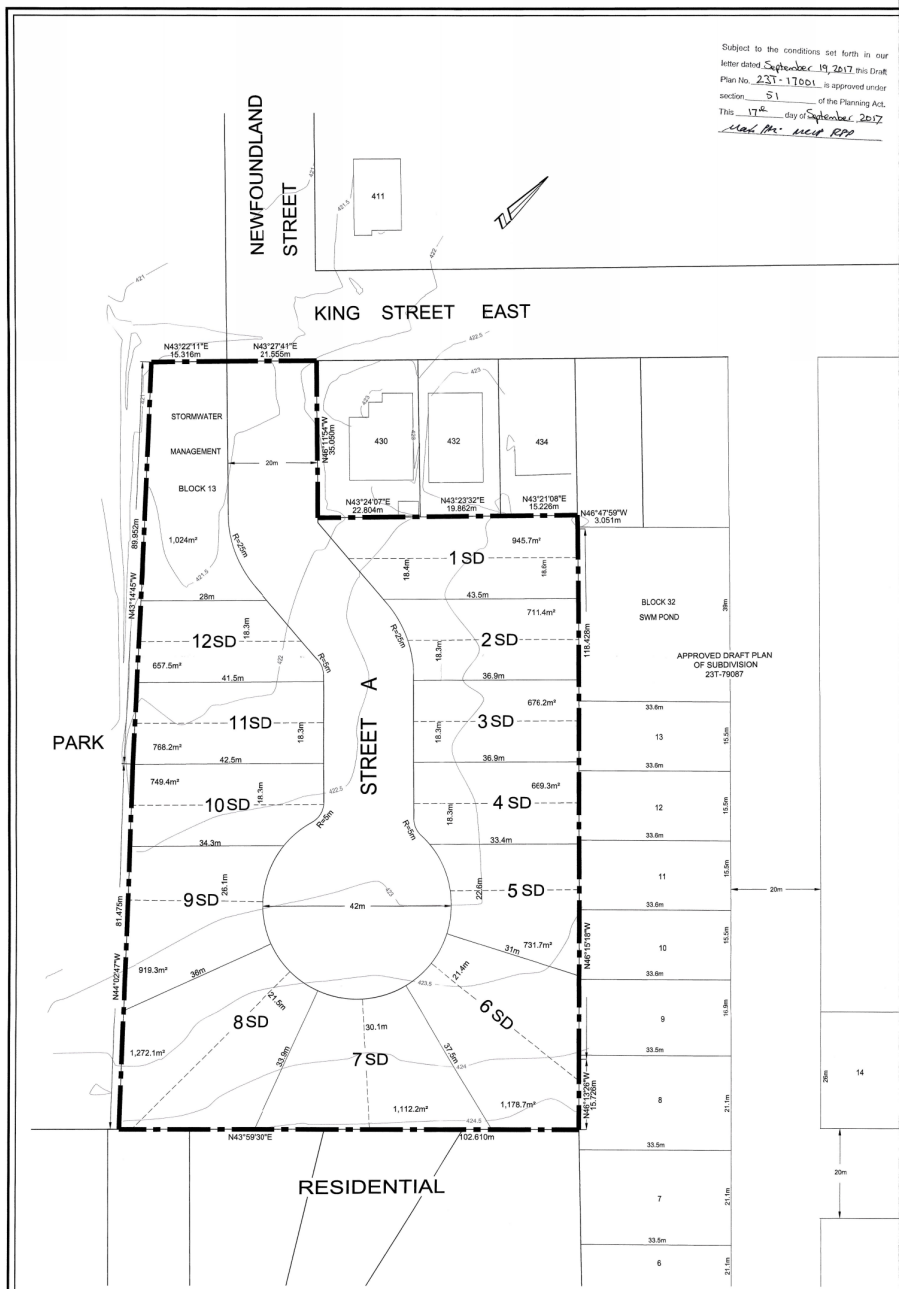
Prepared By:	Tammy Pringle, Development Clerk	<i>Tammy Pringle</i>
Recommended By:	Michael Givens, Chief Administrative Officer	<i>Michael Givens</i>

SCHEDULE A – LOCATION MAP



SCHEDULE B – DRAFT APPROVED PLAN OF SUBDIVISION

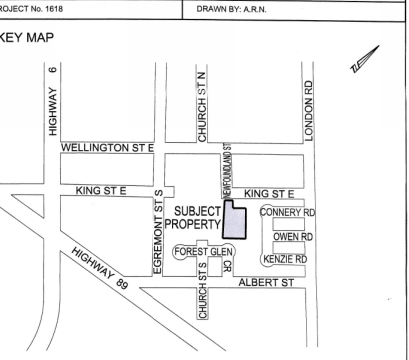
Subject to the conditions set forth in our letter dated September 19, 2017, this Draft Plan No. 231-17061 is approved under section 51 of the Planning Act, this 17th day of September, 2017.
Mad. M. Reed RPP



ASTRID J. CLOS
 PLANNING CONSULTANTS
 423 Woolwich Street, Suite 201
 Guelph, Ontario N1H 3X3
 Email: astrid.clos@ajcplanning.ca
 Phone: (519) 836-7526 (836-PLAN)

DRAFT PLAN OF SUBDIVISION
400 KING STREET EAST
MOUNT FOREST

DATE: JANUARY 4, 2017 SCALE: 1:500
 PROJECT No. 1618 DRAWN BY: A.R.N.



LEGAL DESCRIPTION
 PART OF PARK LOT 2
 TOWNSHIP OF WELLINGTON NORTH
 (MOUNT FOREST)
 COUNTY OF WELLINGTON

LAND USE SCHEDULE

DESCRIPTION	LOTS / BLOCKS	UNITS	AREA (ha)
SEMI-DETACHED	1-12	24	1.04
STORMWATER MANAGEMENT	13	-	0.10
ROAD	-	-	0.35
TOTAL			1.49 ha

NOTES
 EXTERIOR SIDE YARD 7.5 m
 INTERIOR SIDE YARD 1.8 m
 REAR YARD 7.5 m
 FRONT YARD 7.5 m

ADDITIONAL INFORMATION
 (UNDER SECTION 51(17) OF THE PLANNING ACT)
 INFORMATION REQUIRED BY CLAUSES a,b,c,d,e,f,g and i ARE AS SHOWN ON DRAFT PLAN.
 h) Municipal Water
 i) Sandy Silt City Sand
 k) Municipal Sewer

OWNER'S CERTIFICATE
 I AUTHORIZE ASTRID J. CLOS, PLANNING CONSULTANTS, TO PREPARE AND SUBMIT THIS DRAFT PLAN OF SUBDIVISION.

(Signature)
 SHAWN ATKIN
 Marlanna Homes Inc.

JANUARY 6, 2017
 DATE

SURVEYOR'S CERTIFICATE
 I CERTIFY THAT THE BOUNDARIES OF THE LAND TO BE SUBDIVIDED AND THEIR RELATIONSHIP TO THE ADJACENT LANDS ARE CORRECTLY SHOWN.

(Signature)
 GREG FORD, P. ENG. (CIVIL) OLS
 WILSON-FORD SURVEYING & ENGINEERING
 ONTARIO LAND SURVEYOR

JANUARY 5, 2017
 DATE

Jan 10, 2017-9:48am (23973-16)
 H:\16-23973-16\ACAD\Mount Forest Draft Plan of Subdivision (E).dwg



Staff Report

To: Mayor and Members of Council Meeting of May 25, 2021

From: Tammy Pringle, Development Clerk

Subject: **DC 2021-013, ALL TREAT FARMS LIMITED
SITE PLAN AGREEMENT, 7963 WELLINGTON ROAD 109, ARTHUR**

RECOMMENDATION

THAT Council of the Township of Wellington North hereby:

- 1) Receive Report DC 2021-013 regarding the Final Approval of the All Treat Farms Limited Site Plan Agreement.

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

- Resolution 2020-370 Support in principle, the draft Official Plan Amendment File: OP-2020-06 to extend the Rural Employment Area to include all of the subject property, as presented at the Public Meeting held on December 14, 2020.
- Zoning By-Law Amendment: By-Law 013-21 declared March 2, 2021.

BACKGROUND

Subject Lands

The property is located outside of the Town of Arthur, on the South West corner of Wellington Road 109 and Wellington Road 12. The subject lands are in the South West quadrant of the township in the former Township of Peel. The land holding is approximately 164 acres. It is legally known as FIRSTLY PART LOT 9 CONCESSION 19 PEEL, PART 2 PLAN 61R21806; TOWNSHIP OF WELLINGTON NORTH AND SECONDLY PART LOT 8 CONCESSION 19 AND PART LOT 9 CONCESSION 19 PEEL, PARTS 1 & 2, 60R-2306 AND SAVE & EXCEPT PART 1 61R-21806 WELLINGTON NORTH; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 1 & 2, 61R11991 AS IN WC366084; TOWNSHIP OF WELLINGTON NORTH.

The Proposal

The Owner has applied for Site Plan Approval from the Township to expand existing facilities to include expanded processing areas, consisting of a new compost facility (utilizing the GORE covering system), a new leaf processing facility, and a new carbon processing facility. The revised operation will also consist of the relocation of the truck staging area, as well as the relocation of the entrance off Wellington Road 12. A new employee facility with staff parking area will also be constructed near the site entrance. Perimeter berms will surround the new operational area in order, to provide a buffer between the facility and adjacent agricultural lands.

Existing Policy Framework

The subject lands are designated in the Rural Industrial Zone, specifically RIN-56, RIN-57 – Exception Zone 3 – Rural Areas & NE, Natural Environment Zones in the Township of

Wellington North Zoning By-Law 66-01 and Prime Agricultural and Rural Employment Area designations in the County of Wellington Official Plan.

COMMENTS AND ANALYSIS

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

COMMUNICATION PLAN

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

FINANCIAL CONSIDERATIONS

This proposal has no financial impact on the municipality.

ATTACHMENTS

- A. Location Map
- B. Site Plan Agreement

STRATEGIC PLAN 2019 – 2022

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

Yes No N/A

Which priority does this report support?

Modernization and Efficiency Partnerships
 Municipal Infrastructure Alignment and Integration

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

SCHEDULE A – Location Map



SCHEDULE B –Site Plan Control Agreement

DocuSign Envelope ID: 6F3DD836-A583-4101-ADE2-9C9369359E22

SITE PLAN CONTROL AGREEMENT

THIS AGREEMENT made this 13th day of May, 2021.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
(the "Township")
OF THE FIRST PART

-and-

ALL TREAT FARMS LIMITED
(the "Owner")
OF THE SECOND PART

WHEREAS the Owner is the registered owner of the Lands described as FIRSTLY PART LOT 9 CONCESSION 19 PEEL, PART 2 PLAN 61R21806; TOWNSHIP OF WELLINGTON NORTH AND SECONDLY PART LOT 8 CONCESSION 19 AND PART LOT 9 CONCESSION 19 PEEL, PARTS 1 & 2, 60R-2306 AND SAVE & EXCEPT PART 1 61R-21806 WELLINGTON NORTH; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 1 & 2, 61R11991 AS IN WC366084; TOWNSHIP OF WELLINGTON NORTH

AND WHEREAS the Township has enacted a Site Plan Control Area By-law pursuant to the provisions of Section 41 of the *Planning Act*, R.S.O. 1990, c.P.13, as amended, which said By-law affects the Lands;

AND WHEREAS this Agreement is being entered into by the parties hereto as a condition to the approval of the plans and drawings submitted by the Owner pursuant to Section 41 of the *Planning Act*.

AND WHEREAS the Owner has submitted to the Township, plans and drawings of a proposed development on the lands described in Schedule "A" attached hereto;

AND WHEREAS these plans can be viewed at the Offices of The Corporation of the Township of Wellington North, 7490 Sideroad 7 West, Kenilworth, Ontario.

NOW THEREFORE in consideration of the premises and other good and valuable consideration, the receipt and sufficiency whereof the parties irrevocably acknowledge, the parties agree as follows that in consideration of the Township approving the plans and drawings for the development of the Lands, the Owner covenants and agrees with the Township to provide, to the satisfaction of and at no expense to the Township, the following:

1. Plans showing the location of all buildings and structures to be erected on the Lands and showing the location of all facilities and works to be provided in conjunction therewith including, without limitation, all facilities and works required under Section 3 below (the "Plans").
2. Construct all buildings, structures, facilities and works in accordance with the Plans.
3. The Owner agrees that the building or buildings shall be erected and the project shall be completed in accordance with the Plans and all applicable laws, including without limitation, the exterior building design, site, elevation, landscape-buffering and layout plans as approved by the Township, subject only to such changes as are approved, in writing, by the Township. The Township reserves the right to waive or rescind any term or condition contained in this Agreement provided that such condition is waived or rescinded by Resolution of Council.

SITE PLAN AGREEMENT
ALL TREAT FARMS LIMITED

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4. The Owner agrees that there shall be no outside storage on the Lands other than as provided in Paragraph 3 of this Agreement.
 5. The Owner agrees that all surface and roof drainage will be controlled on the Lands and taken to an outlet with catchbasins, where necessary, in a manner approved by the Township and/or the County of Wellington.
 6. The Owner agrees that snow shall be removed from the parking lot area for the Lands.
 7. The provisions set out in Schedule "B" to this Agreement are site specific requirements that relate to the Lands and, to the extent that there is any inconsistency or conflict between the two sets of provisions, the terms of Schedule "B" shall prevail.
 8. The Owner agrees to dedicate to the Township, free and clear of all encumbrances, all easements and lands required by the Township for the construction, maintenance and improvement of any existing or newly required watercourses, ditches, land drainage works and sanitary sewage facilities on the Lands and, on request by the Township, to deliver the properly executed documents in registrable form to the Township in order to complete the dedication to the Township and to pay all costs incurred by the Township in respect to the aforementioned dedications.
 9. The Owner shall, where required by Township and/or County of Wellington resolution, dedicate to the Township and/or to the County widening of highways that abut on the Lands at no cost to the Township and/or County, free and clear of all encumbrances.
 10. The Owner hereby releases and indemnifies the Township, and, where applicable, the County of Wellington, its servants, agents and contractors from any and all liability and associated costs, claims or demands in respect of the proper maintenance and operation of the matters and facilities required by virtue of this Agreement.
 11. In the event works are to be performed by the Owner, its servants or its agents on lands owned by or to be conveyed to the Township,
 - (a) The Owner shall supply the Township with a comprehensive liability insurance policy in form satisfactory to the Township, holding the Township, its servants or agents, harmless for claims for damages, injury or otherwise in connection with the work done by the Owner, its servants or agents in or adjacent to the lands to be developed under this Agreement in the amount of Five Million (\$5,000,000.00) Dollars inclusive. The Township is to be named as an insured in the said policy.
 - (b) The Owner shall, upon the earlier of (a) commencing any works on the Lands, or (b) applying for a building permit, supply the Township with cash or a Letter of Credit (the "security") in form satisfactory to the Chief Administrative Officer (CAO) and in an amount determined by the CAO, sufficiently guaranteeing the satisfactory completion of the site works on Township property described in or contemplated by this Agreement and further guaranteeing the workmanship and materials and the repair of all damage to works or facilities required by this Agreement for a period of one (1) year from the date that such works are constructed receive written approval from the Township Engineer. The security must further guarantee payment to the Township of all inspection or other costs that the Township may incur as a result of this Agreement. When the work is completed to the satisfaction of the Township Engineer, the Letter of Credit may be reduced to an amount equal to Ten (10%) per cent of the original amount determined by the Township Engineer for each phase and shall not be further reduced until the Township Engineer has approved the works at the end of the said one (1) year period.
-

SITE PLAN AGREEMENT
ALL TREAT FARMS LIMITED

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12. In the event works are to be performed by the Owner, its servants or its agents on lands other than lands owned by the Township, the Owner shall:
- a) provide the Township with, prior to the execution of this Agreement by the Township, a letter of credit or other satisfactory security in an amount equal to 50% to a maximum of \$50,000 of the cost of works and facilities relating to storm drainage, surface treatment of parking areas, landscaping, buffer strips, fencing, grading, curbing and similar physical improvement works.
 - b) complete the said works and facilities within a period of one (1) year from the date of issuance of a building permit, or within one (1) year of the execution of this agreement by the Township if no building permit is required by the development provided for herein, and provide satisfactory proof of completion of the said works including survey, engineering, architectural (including landscape architect where required), or another professional certification, at the owner's sole expense.
 - c) Upon failure of the owner to complete the said works and facilities within the said one year period, the Township may draw on the said letter of credit or other satisfactory security, such amount or amounts as may be required to pay for the work done or to be done pursuant to the provisions of this section and the Township and/or its authorized agents are hereby authorized to enter upon the lands to perform the said works and facilities.
- Section 427 of the Municipal Act, S.O. 2001, c. 25, as amended, applies to this Agreement and in the event the Owner fails to perform the works and facilities required to be done herein, such works and facilities may be done by the Township at the Owner's expense and the Township may recover the expense in doing so by action or the same may be recovered in like manner as municipal taxes
13. The Owner shall grade the lands and maintain the grading elevations in order to provide for surface drainage which shall be as provided for in the Site Plan. The Owner shall not use or cause or permit to be used any new construction on the lands until after an as-built grading survey has been provided and a professional engineer or architect has given Township, at the Owner's expense, a letter of compliance for grading and drainage and Storm Water Management and signed by the engineer or architect certifying that all services, structures, works and facilities on or in the said lands which fall within the provisions of Section 41 of the Act and are required for this development by the Site Plan and this Agreement and not contained within a building, have been installed and completed in a manner satisfactory to the engineer or architect.
14. The Owner is responsible for dust control of all dust resulting from the development, whenever necessary. To eliminate dust, the owner may be required to apply dust suppressants, covering stock piles of top soil with tarps or applying ground cover to the areas that have been stripped and left undeveloped at the direction of the Township.
15. The Township and Owner agree that the Owner may choose to develop the lands in phases and in accordance with the approved phasing plan, as shown on the approved Site Plans. In such case, the Owner agrees as follows:
- (a) that the Owner will not apply for nor will the Township be obligated to issue a building permit for such phase(s) until the provisions of this section have been complied with and the Owner has provided evidence that servicing capacity is available to accommodate the particular development phase, to the satisfaction of the Township;
 - (b) that the Owner shall submit to the Township for review and approval proper plans and specifications showing the works and facilities required for site plan approval of each phase;
-

SITE PLAN AGREEMENT
ALL TREAT FARMS LIMITED

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- (c) that the Owner shall provide to the Township a letter of credit or other satisfactory security in an amount to be determined by the CAO or CBO, and the provisions of this Agreement shall apply to such security with respect to such phase(s);
 - (d) that the provisions of this Agreement shall apply to all such phases.
16. This Agreement shall be registered against title to the Lands at the Owner's expense. It is understood and agreed that, after this Agreement has been registered against title, it shall not be released by the Township. After all terms and conditions of this Agreement have been complied with to the satisfaction of the Township; the Township, upon request and at the Owner's expense, shall issue a Certificate of Compliance certifying compliance with this Agreement to the date of the Certificate.
 17. The Owner hereby grants to the Township, its servants, agents and contractors a license to enter onto the Lands and into structures for the purpose of inspecting the works and the Lands or for any other purpose pursuant to the rights of the Township under this Agreement.
 18. The Owner shall obtain from all mortgagees, charges and other persons having an interest in the Lands a postponement of their respective interests to this Agreement in a form satisfactory to the Township and said postponement(s) shall be registered against title to the Lands at the expense of the Owner so that this Agreement shall have priority over all other interests registered against the Lands. The Owner acknowledges and agrees that the site plan approval in respect of the Lands shall be conditional upon obtaining the above postponement documents and registering them against title to the Lands.
 19. The covenants, agreements, conditions and understandings set out herein and in Schedules "B" hereto, which form part of this Agreement, shall run with the Lands and shall enure to the benefit of and be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns, as the case may be.
 20. Nothing in this Agreement constitutes a waiver of the Owner's duty to comply with any By-law of the Township or any other law.

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SITE PLAN AGREEMENT
ALL TREAT FARMS LIMITED

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THIS AGREEMENT is executed by the Township this ____ day of _____, 2021.
14-05-2021

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

Per: DocuSigned by:
Michael Givens

37D6G787E822404
Michael Givens – Chief Administrative Officer
I have authority to bind the corporation.

THIS AGREEMENT is executed by the owner this ____ day of _____, 2021.
14-05-2021

ALL TREAT FARMS LIMITED

Per: DocuSigned by:
Michael Watt

EE681B18718B4A7
Michael Watt, Executive Vice President

I have authority to bind the corporation.

DEVELOPER'S MAILING ADDRESS:	2800 Thorold Townline Road, P.O. Box 100 Thorold, ON L2V 3Y8
DEVELOPER'S PHONE NUMBER:	905-680-3752
DEVELOPER'S EMAIL ADDRESS:	mwatt@walkerind.com

SITE PLAN AGREEMENT
ALL TREAT FARMS LIMITED

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SCHEDULE "A"

Approved Plan and Drawings

DOCUMENT NO	DOCUMENT NAME	LAST REVISION DATE	PREPARED BY
C-001	Cover Page	31-Mar-2021	Golder Associates Limited
C-002	General Notes	31-Mar-2021	Golder Associates Limited
C-003	Existing Site Plan - North	09-Apr-2021	Golder Associates Limited
C-004	Existing Site Plan - South	09-Apr-2021	Golder Associates Limited
C-005	Proposed Site Plan	13-Apr-2021	Golder Associates Limited
C-006	Proposed Leaf and Carbon Processing Area	13-Apr-2021	Golder Associates Limited
C-007	Proposed Gore Pads and Gravel Pad Areas	09-Apr-2021	Golder Associates Limited
C-008	Oposed Gore Pads and Concrete Pads for Compost and Fines	31-Mar-2021	Golder Associates Limited
C-009	Proposed Entrance and Scale House Platform	13-Apr-2021	Golder Associates Limited
C-010	Proposed Entrance Configuration	31-Mar-2021	Golder Associates Limited
Figure No 1	Existing Conditions Drainage Plan – Revision A	18-Dec-2020	Golder Associates Limited
Figure No 2	Proposed Conditions Drainage Plan – Revision A	18-Dec-2020	Golder Associates Limited
L1	East Berm Planting Plan	07-May-2021	MHBC Planning
Figure No 1	Perimeter Berm Requirements to Meet Limits at Existing Homes (South)	08-Oct-2020	HGC Engineering
Figure No 2	Perimeter Berm Requirements to Meet Limits at Existing Homes (North)	08-Oct-2020	HGC Engineering
	Review and Evaluation of Existing Wastewater Collection and Treatment Infrastructures, Assessment	Nov. 2020	Clearford Water Solutions
Technical Memorandum	All-Treat Farms Stormwater Run-Off, Preliminary Design Basis	18-Sept-2009	AMEC Geomatrix Limited
	Sight Servicing Design Brief	19-Dec-2020	Golder Associates Limited
	Transportation Impact Brief	03-Jun-2020	Paradigm Transportation Solutions Limited
	Geotechnical Investigation	27-Nov-2020	EXP Services Inc.
	Acoustic Assessment Report	01-Apr-2021	HGC Engineering

SITE PLAN AGREEMENT
ALL TREAT FARMS LIMITED

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SCHEDULE "B"
Site Specific Requirements

The provisions set out in this Schedule are site specific requirements that relate to the Lands. This Schedule shall be read in conjunction with the provisions of the main body of this Agreement, but to the extent that there is any inconsistency or conflict between the two sets of provisions, the following terms of this Schedule shall prevail.

- GRCA Permit or confirmation that none is required shall be provided prior to any onsite works commencing.
-



WELLINGTON NORTH

SEMPER PORRO

Staff Report

To: Mayor and Members of Council, Meeting of May 25, 2021
From: Darren Jones, Chief Building Official
Subject: CBO 2021-07 Building Permit Review Period Ending April 30th, 2021

RECOMMENDATION

THAT the Council of the Corporation of the Township of Wellington North receive Report CBO 2021-07 being the Building Permit Review for the period ending April 30th, 2021.

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

1. CBO 2021-04 Building Permit Review Period Ending March 31st, 2021
2. CBO 2020-06 Building Permit Review Period Ending April 30th, 2020

BACKGROUND

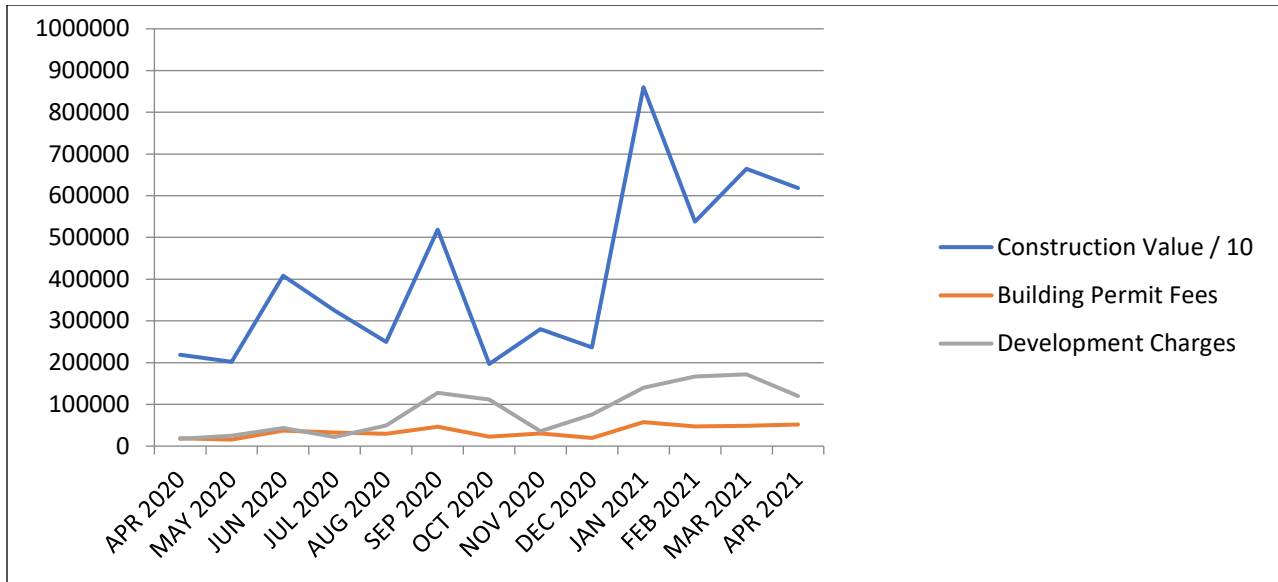
PROJECT DESCRIPTION	PERMITS ISSUED	CONSTRUCTION VALUE	PERMIT FEES	DEVELOPMENT CHARGES
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Single Family Dwelling	8	3,557,000.00	23,389.40	52,840.10
Multi Family Dwelling	3	1,743,000.00	13,460.00	58,080.00
Additions / Renovations	4	218,000.00	3,649.34	0.00
Garages / Sheds	4	155,000.00	2,086.67	0.00
Pool Enclosures / Decks	6	18,000.00	912.24	0.00

Commercial	0	0.00	0.00	0.00
Assembly	0	0.00	0.00	0.00
Industrial	2	92,500.00	1,144.00	9,000.00
Institutional	0	0.00	0.00	0.00
Agricultural	6	260,000.00	3,721.70	0.00
Sewage System	7	141,000.00	3,640.00	0.00
Demolition	1	1,500.00	130.00	0.00

Monthly Total	41	6,186,000.00	52,133.35	119,920.10
Total Year to Date	126	26,750,309.00	206,034.70	598,914.60

12 Month Average	25	4,248,009.08	36,558.67	90,776.66
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10 Year Monthly Average	23	4,301,060.00	30,140.33	45,957.83
10 Year, Year to Date Average	60	10,554,066.20	85,907.26	157,322.97

FINANCIAL CONSIDERATIONS

None.

ATTACHMENTS

None.

STRATEGIC PLAN 2019 – 2022

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

- Yes
 No
 N/A

Which priority does this report support?

- Modernization and Efficiency
 Partnerships
 Municipal Infrastructure
 Alignment and Integration

Prepared By:	Darren Jones, Chief Building Official
Recommended By:	Michael Givens, Chief Administrative Officer

5/18/21

Township of Wellington North
VENDOR CHEQUE REGISTER REPORT
Payables Management

Cheque Number	Vendor Cheque Name	Cheque Date	Amount
77083	Aim Systems	5/11/21	\$7,853.50
77084	Arthur & Area Youth Horticultu	5/11/21	\$200.00
77085	Arthur Opti-Mrs	5/11/21	\$500.00
77086	Bell Canada	5/11/21	\$771.20
77087	Brian Bennett	5/11/21	\$1,864.50
77088	Bluewater Fire & Security	5/11/21	\$162.16
77089	Broadline Equipment Rental Ltd	5/11/21	\$2,573.31
77090	Cancer Patient Services Corpor	5/11/21	\$250.00
77091	Chalmers Fuels Inc	5/11/21	\$1,368.99
77092		5/11/21	\$700.00
77093	Duncan, Linton LLP, Lawyers	5/11/21	\$2,828.51
77094	Evoqua Water Technologies	5/11/21	\$839.80
77095	Fluent IMS	5/11/21	\$1,582.00
77096	Get In Touch For Hutch	5/11/21	\$870.10
77097	Harry Bye Investments Ltd	5/11/21	\$2,877.60
77098	Hydro One Networks Inc.	5/11/21	\$739.29
77099	Jim's Auto Service	5/11/21	\$319.79
77100	Lynes Blacksmith Shop Committe	5/11/21	\$500.00
77101	Metz Giant Pumpkin Committee	5/11/21	\$500.00
77102		5/11/21	\$125.00
77103	Peter Meyer	5/11/21	\$1,525.00
77104	Mt Forest Agricultural Society	5/11/21	\$500.00
77105	Mt Forest & District Arts Coun	5/11/21	\$350.00
77106	Mt Forest & District Chamber o	5/11/21	\$2,000.00
77107	Mt Forest Horticultural Societ	5/11/21	\$600.00
77108	Mt Forest Lions Club	5/11/21	\$500.00
77109	Minister of Finance	5/11/21	\$4,157.56
77110	MOLOK NORTH AMERICA LTD	5/11/21	\$354.28
77111	The Murray Group Limited	5/11/21	\$1,939.08
77112	Premier Equipment Ltd.	5/11/21	\$1,105.02
77113	Pure Air Mobile Emissions	5/11/21	\$146.90
77114	THE RAW CARROT GOURMET SOUP EN	5/11/21	\$500.00
77115	Royal Bank Visa	5/11/21	\$8,470.21
77116		5/11/21	\$700.00
77117	Tom Shupe Plumbing & Heating	5/11/21	\$1,898.40
77118	Trevor Roberts Auto Repair	5/11/21	\$344.33
77119	Enbridge Gas Inc.	5/11/21	\$2,997.66
77120	Water Concepts	5/11/21	\$36.16
77121	Wightman Telecom Ltd.	5/11/21	\$135.39
EFT0001893	Agrisan SC Pharma	5/11/21	\$4,736.64
EFT0001894	A J Stone Company Ltd.	5/11/21	\$141.25
EFT0001895	ALS Canada Ltd.	5/11/21	\$174.02
EFT0001896	Arthur & District Chamber of C	5/11/21	\$3,200.00
EFT0001897	Arthur Agricultural Society	5/11/21	\$500.00

Cheque Number	Vendor Cheque Name	Cheque Date	Amount
EFT0001898	Arthur & District Horticultura	5/11/21	\$600.00
EFT0001899	Arthur Home Hardware Building	5/11/21	\$86.42
EFT0001900	B & B Custom Crushing	5/11/21	\$62,715.00
EFT0001901	Big Brothers and Big Sisters o	5/11/21	\$1,000.00
EFT0001902	CARQUEST Arthur Inc.	5/11/21	\$50.79
EFT0001903	Cedar Signs	5/11/21	\$3,273.10
EFT0001904	CIMA Canada Inc.	5/11/21	\$44,466.08
EFT0001905	Code 4 Fire & Rescue Inc	5/11/21	\$313.01
EFT0001906	Coffey Plumbing, Div. of KTS P	5/11/21	\$3,126.94
EFT0001907	GTA Compressor Solutions Inc	5/11/21	\$1,864.50
EFT0001908	County of Wellington	5/11/21	\$790.00
EFT0001909	DeBoer's Farm Equipment Ltd.	5/11/21	\$344.31
EFT0001910	Delta Elevator Co. Ltd.	5/11/21	\$904.13
EFT0001911		5/11/21	\$150.00
EFT0001912	Excel Business Systems	5/11/21	\$196.73
EFT0001913	FOSTER SERVICES/822498 ONT INC	5/11/21	\$3,186.04
EFT0001914	FOXTON FUELS LIMITED	5/11/21	\$541.13
EFT0001915	Frey Communications	5/11/21	\$10,276.18
EFT0001916	HETEK Solutions Inc.	5/11/21	\$736.26
EFT0001917	Innovative	5/11/21	\$1,688.22
EFT0001918	J J McLellan & Son	5/11/21	\$1,729.47
EFT0001919	Joe Johnson Equipment Inc.	5/11/21	\$5,633.26
EFT0001920	KORE Mechanical Inc.	5/11/21	\$3,949.84
EFT0001921	M & L Supply, Fire & Safety	5/11/21	\$964.39
EFT0001922	Maple Lane Farm Service Inc.	5/11/21	\$626.52
EFT0001923	Martins TLC	5/11/21	\$2,692.79
EFT0001924		5/11/21	\$275.00
EFT0001925	Mount Forest Museum Archives	5/11/21	\$500.00
EFT0001926	MRC Systems Inc	5/11/21	\$52,763.09
EFT0001927	North Wellington Co-op Service	5/11/21	\$572.28
EFT0001928	Ont Mun Employee Retirement	5/11/21	\$39,773.64
EFT0001929	Orkin Canada Corporation	5/11/21	\$50.85
EFT0001930	PETRO-CANADA	5/11/21	\$4,013.83
EFT0001931	Purolator Inc.	5/11/21	\$4.73
EFT0001932		5/11/21	\$465.10
EFT0001933	RLB LLP	5/11/21	\$11,865.00
EFT0001934	ROBERTS FARM EQUIPMENT	5/11/21	\$20.23
EFT0001935	Rural Routes Pest Control Inc.	5/11/21	\$84.75
EFT0001936	Saugeen Economic Development C	5/11/21	\$900.00
EFT0001937	Shred All Ltd.	5/11/21	\$135.60
EFT0001938	SLBC Inc.	5/11/21	\$15,277.60
EFT0001939	Stephen Hale	5/11/21	\$1,536.80
EFT0001940	Suncor Energy Inc.	5/11/21	\$3,656.89
EFT0001941	Wellington Advertiser	5/11/21	\$574.04
EFT0001942	Wellington North Power	5/11/21	\$54,093.00
EFT0001943	WJF Instrumentation (1990) Ltd	5/11/21	\$565.00
	Total Amount of Cheques:		\$403,470.19



Staff Report

To: Council and Members of Council Meeting of May 25, 2021

From: Matthew Aston, Director of Operations
Mandy Jones, Community Recreation Coordinator

Subject: RPL 2021-009 Summer Programs

RECOMMENDATION

THAT Council of the Township of Wellington North receive Report RPL 2021-009 being a report on summer programs;

AND FURTHER THAT Council direct staff to bring a recommendation to the June 14th Meeting of Council on how to proceed with the 2021 aquatics and summer camp programs;

AND FURTHER THAT Council acknowledge that a decision to proceed with the 2021 aquatics and summer camp programs on June 14th may impact the planned start dates.

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

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

BACKGROUND

At the May 4, 2021, meeting of the Recreation, Parks and Leisure Committee staff recommended that a decision on the Township's 2021 aquatics and summer day camp programs be delayed to the May 25, 2021 meeting of Council. Since that time, and given the uncertain environment, staff are now recommending that this "decision date" be postponed until the June 14th meeting of Council. The June 14th date will allow staff to be in the best position to make a positive recommendation to Council, consistent with available public health guidance, while still allowing staff to implement safe and healthy programs for the community.

Staff consider the following criteria when making a recommendation for summer programming to Council:

- Staff, program user, and community health, wellness and safety;
- Adherence to the local public health, provincial and federal guidelines and rules;
- Township's ability to implement safe and healthy programs (safe work procedures, personal protective equipment, training, etc.);
- Providing parents time to make alternate arrangements for their children or program wants / needs;

- Transparency of the decision-making process for the community;
- Financial impact of the recommendation;

2021 Programs Background

On April 1, 2021, the Township opened registration for summer day camp and swimming lessons. Registration has been well received by the community.

Recreation staff have been meeting regularly with the communities of Mapleton, Minto, and Shelburne to discuss their reopening plans for summer programming.

Aquatics:

The Townships highest priority is keeping our participants and staff safe while they enjoy the use of our outdoor pools this summer. In this regard, we have made a number of changes to our swim schedule and swimming lessons. These changes will allow us to have additional time between programs for participant screening and to provide extra facility cleaning. Staff are updating our policies and procedures to reflect new regulations and will continue to monitor the guidelines and regulations. If the Township proceeds with the decision on opening the pools on June 14th, programming will be delayed by one week to provide staff time to fill the pools, add chemicals and be inspected by Public Health. Currently the pool is scheduled to open on June 21st.

Day Camp:

Similar to aquatics, our highest priority for day camp is to keep participants and staff safe. This means camp will look different than in the past as we have made a number of changes to our daily schedule. Some of these changes include smaller cohorts, separate rooms or scheduled times for room use, no field trips, designated pick-up and drop-off locations, as well as daily screening. Staff have put together a parent/guardian welcome package, which is available online, and are working on updating the policies and procedures as guidelines and regulations are revised. If the Township proceeds with the decision on opening the day camp program on June 14th, there will be minimum impacts to the program. Currently the day camp is scheduled to open on July 5th.

Staff have informed program registrants that there is some level of uncertainty as it relates to the third wave of COVID-19. Staffing interviews have been completed for summer program positions, job offers made, and some program leaders have started to prepare with the aim / focus that 2021 summer programs will proceed. Township has been realistic with those team members brought on that there remains risk that Township's 2021 summer programming will be cancelled as a result of the ongoing pandemic.

FINANCIAL CONSIDERATIONS

Program fees were collected at the time customers registered for day camp. As the pool registration requires a different set-up in PerfectMind, swimming lessons are being put into the system with program fees being collected at a later date.

The additional costs discussed related to smaller cohorts, additional cleaning and modified schedules were reflected within the approved 2021 operating budget. It is anticipated that these additional costs and lost revenues associated with COVID-19 will be eligible for the 2021 COVID-19 Recovery Funding provided by the province.

Township was successful with its 2021 Canada summer jobs application, which funds a portion of the program team's wages. The cost of having program leadership position start prior to a final decision on programs proceeding is nominal but ensures the Township can offer programs as soon as practicable, if a decision to proceed is made.

ATTACHMENTS

None.

STRATEGIC PLAN 2019 – 2022

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

Yes No N/A

Which priority does this report support?

Modernization and Efficiency Partnerships
 Municipal Infrastructure Alignment and Integration

Prepared By:	Matthew Aston, Director of Operations Mandy Jones, Community Recreation Coordinator	<i>Matthew Aston</i> <i>Mandy Jones</i>
Recommended By:	Michael Givens, Chief Administrative Officer	<i>Michael Givens</i>



WELLINGTON NORTH
SEMPER PORRO

Staff Report

To: Mayor and Members of Council Meeting of May 25, 2021

From: Matthew Aston, Director of Operations
Adam McNabb, Director of Finance
Dale Small, Economic Development Officer

Subject: OPS 2021-018 being a report on the award of the Arthur Connecting Link

RECOMMENDATION

THAT Council of the Township of Wellington North receive Report OPS 2021-018 being a report on the award of the Arthur Connecting Link;

AND FURTHER THAT Council award the request for tender to Steed & Evans at a cost of \$2,245,323.01 plus applicable taxes;

AND FURTHER THAT Council approve utilization of a combination of Capital Infrastructure Reinvestment Reserve Funds and unallocated 2021 Ontario Community Infrastructure Funds (OCIF) to fund the gap between approved budget and tendered amount (estimated to be ~\$257K) necessary to proceed with this capital project;

AND FURTHER THAT Council direct staff to approach the Arthur BIA at their next meeting with the request to bring their contribution up to \$138K (up from the previously agreed \$108K) to offset project tender overages, and mitigate/offset Township contributions from Reserves / FC OCIF;

AND FURTHER THAT Council authorize the Mayor and Clerk to sign any necessary agreements with Steed & Evans or the Ministry of Transportation to execute this project.

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

Report OPS 2019-003 being a report on the 2019 MTO Connecting Link Program Application

Report OPS 2019-021 being a report on the 2019-2020 MTO Connecting Link Program Application

2021 Capital Budget

Report EDO 2020-030 being a report on the Mount Forest and Arthur Business Improvement Associations

BACKGROUND

The request for tender (RFT) was advertised on the Township’s website starting March 19, 2021, and closed April 28, 2021.

The Township received two submissions prior to RFT close: Steed & Evans (SE) and Cox Construction (Cox). Submissions were assessed based on cost – see Financial Section below.

SE was the lowest cost, meeting the tender as specified, and although they are over budget, Township staff recommend them for award.

FINANCIAL CONSIDERATIONS

Bidder	Tender Price[^]	Tender Price^{^^}
Steed & Evans	\$2,644,000.00	\$2,339,823.01
Cox Construction	\$3,826,517.66	\$3,386,298.81

Category	2021 Capital Budget
Roads Infrastructure – Roads, Sidewalk, Storm Sewer (Connecting Link Grant Eligible)	\$2,000,000
Water and Sanitary Sewer Infrastructure	\$225,000
Streetscape Enhancements – Curb Bump-out, Accessibility Enhancements (incl. Contingency)	\$109,000 (increased contribution to be discussed with Arthur BIA)* see below
Total Approved Budget	\$2,334,000

Bidder	
Steed & Evans Bid ^{^^^}	\$2,245,323.01
Engineering Cost Estimate	\$301,121.26
Estimated Project Cost Sub-Total	\$2,546,444.27
Applicable Tax @ 1.76%	\$44,817.42
Total Estimated Project Cost	\$2,591,261.69
2021 Approved Budget	\$2,334,000.00
Tender Over Budget	\$257,261.69

[^] - Prices include 13% HST and all provisional items.

^{^^} - Price excludes 13% HST and includes all provisional items.

^{^^^} - Price excludes HST and includes all provisional items except “Superpave Asphalt”.

The increase in BIA funding of \$29,000 from \$109,000 to \$138,000 can be achieved without the BIA having to generate any additional funding or requesting an increase to their loan, as follows:

- \$21,000 was included in the BIA budget as contingency. Our recommendation is to apply this total amount to the Connecting link enhancements to assist with the overages related to the pedestrian crossing, accessibility enhancements, etc.

- \$ 8,000 to be reallocated from the Community Art Location proposal which was removed from the Connecting Link project after the BIA budget was approved but prior to the project going to tender.

ATTACHMENTS

Schedule A – Letter from BM Ross and Associated dated May 14, 2021.

STRATEGIC PLAN 2019 – 2022

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

Yes No N/A

Which priority does this report support?

Modernization and Efficiency Partnerships
 Municipal Infrastructure Alignment and Integration

Prepared By:	Matthew Aston, Director of Operations Adam McNabb, Director of Finance Dale Small, Economic Development Officer
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Recommended By:	Michael Givens, Chief Administrative Officer <i>Michael Givens</i>
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**B. M. ROSS AND ASSOCIATES LIMITED****Engineers and Planners**

Box 1179, 206 Industrial Drive

Mount Forest, ON, Canada N0G 2L0

p. (519) 323-2945 www.bmross.net

File No. 19112

VIA EMAIL ONLY

May 14, 2021

Matthew Aston, Director of Operations

Township of Wellington North

7490 Sideroad 7 West, PO Box 125

Kenilworth, ON N0G 2E0

**RE: Smith Street and George Street (Highway 6) Connecting Link
Contract No. 19112
Tender Results**

Tenders were received on April 28, 2021 for the Smith Street and George Street (Highway 6) Connecting Link project, as summarized by the following table:

Tenderer	Tendered Amount (Incl. HST)
Steed and Evans Limited	\$2,644,000.00
Cox Construction Limited	\$3,826,517.66

All of the tenders were checked and found to be mathematically correct. All tenders were properly signed and each was submitted with the specified tender deposit and Agreement to Bond.

The tendered amounts are higher than the budgets set for this project. The following provides an explanation of changes made during detailed design subsequent to the establishment of the original budget amounts in late-2019 and mid-2020.

Developer to 164 George Street and 168 George Street had requested to upgrade their services. 164 George Street to have new 150 mm diameter sanitary service and 150 mm diameter water service. 168 George Street to have new 100 mm diameter water service. Township approved this additional work to be included in this project. The developer would be responsible for a portion of this cost.

The original probable cost for the uncontrolled pedestrian crossing did not include lighting and electrical components (including banner and flower arms), signage, and bollards which, based on the tender, results in an approximate \$63,000 increase to the overall cost for the crossing. Some new storm structures and sewer are required for drainage at the pedestrian crossing, and pricing for these works came in higher than the amount budgeted for those works.

The original probable cost estimate for the intersection accessibility upgrades did not include radial tactile plates at Frederick Street intersection and Charles Street intersection. The Township selected this tactile plate upgrade for inclusion in the tender. The 200 mm thick sidewalk total cost is higher than the budget amount for that item. The original estimate included a smaller quantity of curb and sidewalk to be removed and replaced than what was tendered. During detailed design, it was determined to be more desirable for accessibility reasons to remove and replace much larger sections.

Upon review of the tender with Township staff, it has been decided to not proceed with the provisional items related to using "Superpave" for the asphalt mix. This will result in a \$106,785 (HST included) reduction in the total tendered amount.

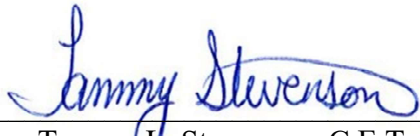
Since the lowest tender is acceptable contractually, and the tenderer is experienced in road reconstruction work, further analysis is limited to the lowest bid. Except for the budgetary considerations, we are not aware of any reason why the contract should not be awarded to Steed and Evans Limited for the total tender sum of **\$2,537,215.00 (HST included)** which includes the Superpave asphalt reduction from the original total tender sum of \$2,644,000.00 (HST included).

Please retain the tender deposits from the two low bidders until the contracts are formally signed.

Should you have any questions, please contact the undersigned.

Yours very truly,

B. M. ROSS AND ASSOCIATES LIMITED

Per 

Tammy L. Stevenson, C.E.T.



WELLINGTON NORTH
SEMPER PORRO

Staff Report

To: Mayor and Members of Council Meeting of May 25, 2021

From: Matt Aston, Director of Operations

Subject: OPS 2021-019 being a report on the award for purchase of a 2021 Pick-up Truck

RECOMMENDATION

THAT Council of the Township of Wellington North receive Report OPS 2021-019 being a report on the award for purchase of a 2021 pick-up truck;

AND FURTHER THAT Council award the purchase to Finch Chevrolet Cadillac Buick GMC Ltd. at a cost of \$40,391.00 plus applicable taxes.

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

2021 Capital Budget

BACKGROUND

The request for quotation (RFQ 2021-004) was advertised on the Township's website starting March 22, 2021 and closed May 3, 2021.

The Township received three submissions prior to quotation close: Leslie Motors Ltd, Blue Mountain Chrysler Ltd, and Finch Chevrolet Cadillac Buick GMC Ltd.

The truck was approved in the Township's 2021 Capital Budget as indicated in the Financial Considerations section and meet the Township's Fleet Management policy as it relates to replacement of vehicles.

FINANCIAL CONSIDERATIONS

Summary of Quotations:

Respondent	Budget	Quote*	Total**
Leslie Motors Ltd.	\$46,000	\$43,674	\$44,442.66
Blue Mountain Chrysler Ltd.	\$46,000	\$43,527	\$44,293.08
Finch Chevrolet Buick GMC Ltd.	\$46,000	\$40,391	\$41,101.88

* - Price subject to applicable taxes

** - Price includes net applicable taxes of 1.76%

2008 Chevrolet will be provided to the Building / Property Standards Department or will be sold at auction.

ATTACHMENTS

NA

STRATEGIC PLAN 2019 – 2022

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

Yes

No

N/A

Which priority does this report support?

Modernization and Efficiency

Partnerships

Municipal Infrastructure

Alignment and Integration

Prepared By:	Dale Clark, Manager, Transportation Services Matthew Aston, Director of Operations
Recommended By:	Michael Givens, Chief Administrative Officer <i>Michael Givens</i>



B. M. ROSS AND ASSOCIATES LIMITED

Engineers and Planners

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 Mount Forest, ON, Canada N0G 2L0
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www.bmross.net

File No. 05114

May 19, 2021

BY EMAIL ONLY

Darren Jones, CBO

Township of Wellington North
 7490 Sideroad 7 W, PO Box 125
 Kenilworth, ON, N0G 2E0

**Re: Eastridge Landing Subdivision (Arthur) – Draft Plan 23T-13001
 Phase III (Walsh Street)
 Securities Reduction for Pre-Servicing Agreement**

On August 10, 2020, 2073022 Ontario Inc. (Coffey) entered into a Pre-Servicing Agreement with the Township for the Eastridge Landing subdivision (i.e. Stages 1, 2 & 3 of Phase 3). In accordance with terms of that Agreement, Coffey, through his Engineer, K. J. Behm & Associates Inc. (Behm), is requesting a reduction of the securities amount.

Construction Review

Moorefield Excavating Ltd. was retained by Coffey to construct Phase 3 municipal servicing and roadways, and that work was complete in late-2020. Street lighting was installed by Coffey's electrician, by May 2021.

We are in receipt of documentation provided to us by Behm, as follows:

- As-Constructed drawings dated December 28, 2020.
- A March 5, 2021, certification letter (i.e. for Stage 1 & Stage 2 Works).
- A December 2020, bound booklet entitled "Materials, Compaction and Watermain test results", as provided by Behm, that includes:
 - Various reports and instructions pertaining to placement of structural fill, trench bedding, trench backfill, results of proof rolling roadway subgrade,
 - Proctor testing for Gran. "A", Gran. "B", and clayey silt native soil.
 - Granular gradation analysis (Gran. "B" Types I & III)
 - Compaction test results (structural fill, bulk road fill, pipe bedding, trench backfill, Gran. "A", binder asphalt)
 - Binder (HL4) Marshall hot mix asphalt report

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- Concrete compressive strength test results for curb
- A completed watermain pressure test form.
- Microbiological test results for the commissioned watermain.
- CCTV of sanitary main, sanitary services and storm main
- Sanitary sewer exfiltration test summary (May 18/21 email)
- ESA for street lights, dated May 14, 2021.
- ESA for subdivision, dated May 17, 2021.
- Wellington North Power letter of acceptance for the electrical distribution system, dated May 19, 2021.

An April 29, 2021, site review meeting was held with representatives from BMROSS, the Township, and Developer (Behm unable to attend). Meeting notes were prepared by BMROSS and circulated.

The Water Department completed a review prior to the April 29th site meeting, and their identified deficiencies are recorded in the meeting notes.

Due to poor subgrade conditions, some of the as constructed roadway included the placement of additional thickness of Gran. "B". The lateral, longitudinal and vertical extent are to yet be depicted on the As Recorded drawings.

It is our understanding the natural gas installation will be completed during the next few weeks.

Street lights have been installed but not yet energized. That is being scheduled for later this month.

Deficiencies and outstanding submissions are to be addressed by Coffey and Behm, including:

- Items identified in the April 29, 2021, site review meeting notes.
- Binder asphalt assessment. As noted in a November 24, 2020, CMT Summary of Compaction Testing and Asphalt Compaction Testing reports, "Granular 'A' base was frozen at the time of inspection...", and "the air temperature was -3°C at the time of asphalt placement. The base course should be reassessed prior to placing the surface course (additional work by be needed if the base course settles/cracks)". We note that only two asphalt compaction tests were completed.
- Certification from the Developer's engineer regarding the street lighting installation, after they have been energized.

Securities

In accordance with the terms of the Pre-Servicing Agreement, Coffey provided the Township with securities in the amount of 50% of the estimated \$1,071,063.00 value of the Works (i.e. \$535,531.50). Currently, the Developer is requesting a reduction in securities to the minimum maintenance holdback amount of 10% of the value of the Works (i.e. \$107,106.30). Based on the foregoing documentation and results of our site visit, we support this request. It is our understanding \$162,210.00 of the reduction in securities will be used for the required Subdivision Agreement Phase 3 securities amount. Therefore, the revised total securities amount will be \$269,316.30.

It is our understanding a copy of Coffey's Statutory Declaration Re: Payment of Accounts has been submitted to the Township in support of the requested securities reduction.

We await information from Behm before the completion dates for the various constructed works can be established, in order to determine the expiry dates for the 2-year maintenance period (i.e. for Subdivision Agreement Stages 1, 2 & 3).

Summary

Based on available information provided to us by the Developer and his Engineer, it is our opinion the Township could pass the following resolution:

THAT the Council of the Corporation of the Township of Wellington North grant 2073022 Ontario Inc. (Jim Coffey), for Phase 3 of the Eastridge Landing Subdivision (Draft Plan 23T-13001) in the community of Arthur, a reduction in Pre-servicing Agreement securities to the amount of \$107,106.30.

If you have any questions, please contact us.

Yours very truly

B. M. ROSS AND ASSOCIATES LIMITED

Per



Frank Vanderloo, P. Eng.

c.c. Ken Behm, P. Eng.
Jim Coffey, 2073022 Ontario Inc.



Quarterly Newsletter of Wellington North Power Inc.

Quarter 1: January 1st to March 31st 2021

A quarterly update for Municipal Councillors and Shareholders summarizing Wellington North Power Inc.'s initiatives and performance.

Message from the CEO / President

Welcome to this 1st quarter 2021 edition of the Wellington North Power Quarterly Newsletter.

.... and we are off to a busy start this year! In our first quarter we have successfully completed the Cost of Service process resulting in the receipt of the Ontario Energy Board's Decision and Rate Order on April 22nd; connected a new subdivision in Arthur; and responded to numerous developer and customer inquiries while maintaining a safe working environment. Many thanks to the Wellington North Power team members.

In this edition you will see that we have updated the format and details of the Quarterly Scorecard on page 3. I trust that the information will be clear and concise. If you any feedback, please do not hesitate to contact me. From the report you can see that we are on track.

Another important initiative to highlight is our recent registration in the WSIB Excellence Program. By registering we hope to find gaps and make improvements to our existing Health and Safety program.

Last but not least, please mark your calendars, the virtual AGM is on Tuesday May 25th.

Jim Klujber – CEO/President, Wellington North Power Inc.

1. Our Commitment

As your local electricity distribution company, we take pride in providing safe, reliable electricity distribution to consumers in the urban areas of Arthur, Holstein and Mount Forest.

Our Mission Statement is: *"Wellington North Power Inc. (WNP) shall provide its customers with the most cost-effective delivery of electricity safely, reliably and efficiently. This will be done while providing superior customer service and promoting customer education and green initiatives within its service area."*

Our strategic objectives are to:

- Manage a safe and reliable distribution system in an efficient and cost-effective manner.
- Provide outstanding customer service.
- Continue to increase shareholder value.
- Meet all regulatory obligations.

2. 2021 Priorities

- Maintain day-to-day activities: System reliability, safety and customer service;
- Promote Health & Safety to protect staff and the general public;
- Complete capital projects adhering to safety regulations with no reported injuries;
- Work with and support stakeholders with encouraging economic growth in our communities;
- Control and manage operating expenses and capital expenditures;
- Comply with the Ministry of Energy and the energy regulator rules and codes; and
- Keep abreast of activities in the energy sector.

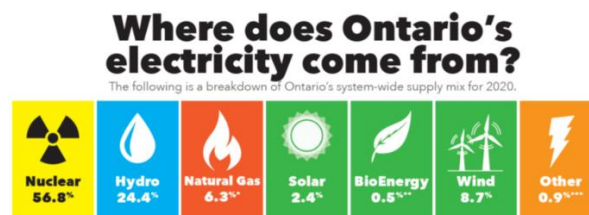
3. Updates

Business

- WNP's office remains closed to the general public during the Provincial lockdown period.
- In January 2021, WNP launched its' refreshed website that is compliant with the Accessibility for Ontarians with Disabilities Act (AODA). Also, we have created user-friendly on-line forms for customers to use that securely transfers information between the sender and WNP.
- On April 22nd WNP received a Decision and Rate Order in response WNP's Cost of Service application. This included approval of the LDC's 5-year capital plan for 2021-2025. The new distribution rates will take effect on May 1st.
- Redhead Media, on behalf of Wellington North Power, completed the 2021 Customer Satisfaction Survey. The survey is mandated to be completed every two years. Wellington North Power's customer satisfaction score is 80% which is just above the average of all LDCs (79%).

Government:

- **April 12th 2021:** Ontario Legislature passed the *Supporting Broadband and Infrastructure Expansion Act, 2021*. This legislation proposes to reduce costs to broadband providers associated with attaching broadband wirelines to hydro utility poles, and if passed, would provide 'timely' access to poles and to municipal rights of way to install broadband on municipal land.
- **Additional CEAP Funding:** WNP has been allocated additional Covid-19 Energy Assistance Program (CEAP) funds, from the Ministry of Energy, to assist those customers that need it most in 2021. Since the CEAP program began in June 2020, WNP has assisted 27 residential / small business customers providing a total credit of \$8,300 towards their hydro account.
- The OEB has extended the prohibition on the issuance of disconnection notices to Residential customers for non-payment during the Stay-at-Home Order currently until May 19th 2021.
- The chart below shows the composite of sources that provided electricity to Ontario in 2020:



*Includes losses and dual fuel central generation consent with EDC. **ECC's embedded generation data set includes biomass and gas.
*** Non-Controlled represents a variety of fuel types that the ECC is unable to categorize due to lack of information from local Distribution Companies (LDCs).

4. Scorecard

Strategic Objective	Status	Measure	Annual Target	YTD Target	YTD Actual	Variance to YTD Target	Notes / Remedial Plan
Continue to increase Shareholder Value	G	Net Income (Loss)	\$ 410,285	\$ 58,225	\$ 60,443	4%	
	G	Revenue	\$ 3,101,138	\$ 736,188	\$ 736,188	0%	
	G	Expenses	\$ 2,690,853	\$ 677,963	\$ 675,745	0%	
	G	Load Forecast (kWhr)	98,208,546	24,552,137	25,394,198	3%	
	G	Debt Service Coverage Ratio (IO)	>1 : 1.30		1 : 2.18		
	G	Debt to Total Assets Ratio (IO + OEB)	60:40 or less		52:48		
	G	Leverage Ratio (Total Debt to Equity) (OEB)	1.5		1.29		
	A	Profitability (Return on Equity) (OEB)	8.34%		1.21%		
Manage a safe and reliable distribution system in an efficient and cost effective manner	R	Capital Expenditure	\$ 627,000	\$ 156,750	\$ 105,793	-33%	
	G	Operating Expenditure	\$ 1,899,323	\$ 480,081	\$ 489,170	2%	
	G	Total Expenditures (CapEx & OpEx)	\$ 2,526,323	\$ 636,831	\$ 594,963	-7%	
	G	System Avg Interruption Duration Index	0.28		0.10		
	G	System Avg Interruption Frequency Index	0.15		0.07		
Provide outstanding customer service	G	Connection of LV Services	90.00%		100.00%		
	G	Connection of HV Services	90.00%		100.00%		
	G	Appointment Scheduling	90.00%		100.00%		
	G	Appointments Met	90.00%		100.00%		
	G	Rescheduling a Missed Appointment	100.00%		100.00%		
	G	Emergency Response (urban)	100.00%		100.00%		
	G	Telephone Accessibility	65%		90.08%		
	G	Telephone Call Abandon Rate	10%		0.00%		
	G	Written Response to Enquiries	80%		100.00%		
	G	Reconnection for Non-Payment	85%		100.00%		
G	Billing Accuracy	98%		99.72%			
Meet all regulatory obligations	A	Electrical Safety Association (ESA) Audit			Pass Audit		Scheduled for July
	G	Submission of IESO Emergency Prep Plan			Submit Plan		Plan submitted and Approved
	A	Completion of Distribution System Plan			Submit Plan		Application submitted.
	A	Approval of 2021 Cost of Service Rate App			File Application		Application submitted.
	G	Filing of monthly IESO Settlement Data			Submit Filing		Monthly files submitted
	A	Filing of Cost of Service for 2022 Rates (OEB)			Submit Filing		
A	Filing of Annual information with the OEB			Submit Filing		In progress	

Legend:

R	Behind plan / target - remedial action required
A	Slightly behind plan / target - to closely monitor
G	On plan / ahead of target - no remedial action necessary

Note: The "Financial Value" amounts shown are unaudited numbers.

5. Major Projects for 2021

Project	Scope
Pole Line Projects	Wellington North Power plans to complete a number of smaller pole replacement projects as well as several single pole replacements.
Under Ground Projects	An underground rebuild of a street in Mount Forest. Includes replacement of three live front transformers.
System Access Projects	WNP will continue to work on a number of smaller projects that will facilitate the connection of new customers.
General Plant	Network and IT Upgrades.
General Plant	Convert existing two washrooms to single AODA compliant washroom.

6. Outlook

- a) WNP has been responding to numerous new developer inquiries including infill projects, new subdivisions, multiplex units and commercial buildings. We are expecting a higher than normal number of new connections this year.
- b) WNP continues to promote and assist customers in applying for the Ontario Energy Support Program (OESP) initiative. The OESP program provides financial assistance to eligible low-income households and seniors in our community.
- c) WNP will continue to promote the Province's Covid-19 Energy Assistance Program (CEAP) funds, from the Ministry of Energy, to assist those customers that need it most and will report to the OEB to seek additional funding if necessary.
- d) With the Cost of Service application approved, WNP will be setting-up and testing the new billing rates as approved by the regulator and effective May 1st 2021.
- e) WNP provides an annual Low-income Energy Assistance Program (LEAP) donation to the social agencies of Community Resource Centre of North & Centre Wellington and United Way (Bruce Grey). In January 2021 WNP issued LEAP donation cheques totaling \$3,352; in April 2021, WNP will be providing an additional LEAP donation of \$3,500 to assist customers with the impacts of COVID-19 on their ability to manage their energy bills.
- f) Annual line clearing (tree trimming) activities began in the 1st quarter of 2021. WNP maintains a minimum clearance between vegetation and power lines for safety and system reliability.
- g) Continue to monitor current Public Health recommendations and safety protocols to maintain a safe working environment.
- h) Our capital program launched this year with the replacement of a number of rotted single poles. These poles were found through our wood pole testing program.
- i) WNP will continue to develop and upload forms to its website to help customers and developers interact conveniently with their local hydro company.
- j) As mandated, during April and May, WNP will be filing annual reports to Ontario Energy Board and Infrastructure Ontario detailing the company's operating performance and financial results for 2020.

Should you have any questions or feedback or require further information, please contact Jim Klujber (CEO/President) ijklujber@wellingtonnorthpower.com or telephone 519-323-1710.



FOR IMMEDIATE RELEASE

Happy 20th Anniversary PIN!

Guelph, Ontario | May 19, 2021 |

Inspired by the United Nations International Year of the Volunteer in 2001, PIN – The People and Information Network (*formerly the Volunteer Centre of Guelph Wellington*) began as a resource for nonprofits and charities and a central hub for volunteerism twenty years ago this month.

“PIN connects people, ideas and information together” says Kim Cusimano, executive director, “and we do this through three pillars of work.” Those pillars include a robust Community Information portal hosting information records on essential human services, a pillar of Nonprofit Leadership where PIN leads training, consultation and facilitates communities of practice for executive directors and leaders of volunteers, along with a Volunteer Network pillar: a database of volunteer opportunities in Guelph and Wellington County, outreach to share these volunteer opportunities, recognition and best practices in leading volunteers.

“On behalf of the PIN, we say thank you to all who have contributed to the organization over the last two decades; from volunteer ambassadors, reception, committee and board members to team members including placement students and Canada Summer Jobs, to our members, partners, collaborators, champions and supporters, PIN is truly grateful and looks forward to the future.” says Kim.

To celebrate this milestone, PIN welcomes our community to #DoGiveShareGW. “This is a call to action for our community,” say Cusimano, “pledge to do 20 things for good, give \$20 for good, share 20 hours for good. The collective impact would blanket our community in the warmth of human kindness and support local nonprofits and charities.”

“As we all look to the future and move past the last 14 months, we can take action by making a choice on the kind of community you want to live, work and play in.” Kim continues “The community benefit sector is a vital component of recovery. One does not have to look far to see how this sector has impact on our lives. From your child’s volunteer sports coach to your teens mentor; your mom’s volunteer driver for chemotherapy, your grandfather’s meal delivery and so much more, this sector has impact on our lives and the lives of our entire community from food security, homelessness to climate action and other Sustainable Development Goals.”

In a recent volunteer survey led by PIN, 93% of respondents indicated that they would return to volunteering in some way with safety measures in place. “This is key information. This indicates that pre-COVID, volunteers felt connected to the cause and the importance of contributing” notes Kim. “As the sector continues to evolve and adapt, volunteer roles may continue to be altered or transitioned to meet the increasing needs. Volunteer efforts are key to recovery.”

Recent data from Imagine Canada indicates that 60% of charities are reporting a decline in volunteer numbers and 58% report a reduction in volunteer hours. "The decline in volunteer numbers aligns with results of our Community Benefit Sector survey in the Fall of 2020 where 62% of respondents indicated a decline" says Kim, "the need for volunteer support continues however there are competing demands of both family and work commitments. Less time but possibly even less capacity of energy given how individuals are stretched in so many ways over the last year, but we know volunteering is reciprocal."

Through the PIN survey, volunteers shared what volunteering means to them:

- "It brings meaning to my life because I feel like I'm still contributing to society."
- "It is a family tradition. Both our parents volunteered most of their lives and all 5 of their children have continued the tradition."
- "Sense of fulfillment contribution to the community contact with other people"

"Volunteerism builds community" says Kim Cusimano, executive director, "with increasing social isolation as a result of the pandemic, we can take action for our community and ourselves by volunteering."

PIN embraces the future and seeks to assist our community to #DoGiveShareGW through their Volunteer Network, access information via Community Information and build capacity for the sector through the Nonprofit Leadership pillar of work.

Answer the call to 'Do. Give. Share.' Connect with PIN to learn how you can get involved. Learn more at PINnetwork.ca

- **ENDS** -

Contact:

Kim Cusimano
Executive Director
PIN - The People and Information Network
kim@PINnetwork.ca

PIN, The People and Information Network

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

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

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

BY-LAW NUMBER 060-21

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF
CONNECTING LINKS PROGRAM CONTRIBUTION AGREEMENT
WITH HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO (as
represented by the Minister of Transportation) AND
THE CORPORATION OF THE TOWNSHIP OF WELLINGTON
NORTH FOR QUEEN STREET EAST MOUNT FOREST**

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

1. That the Corporation of the Township of Wellington North enter into an agreement with Her Majesty the Queen in Right of Ontario (as presented by the Minister of Transportation) in substantially the same form as the agreements attached hereto as Schedule "A" for Queen Street East, Mount Forest, specifically resurfacing the road between Main Street and the west side of Bridge #516 (White's Bridge).
2. That the Mayor and the Clerk of the Corporation of the Township of Wellington North are hereby authorized and directed to execute the said agreement and all other documentation required on behalf of the Corporation.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 25TH DAY OF MAY, 2021.**

ANDREW LENNOX, MAYOR

KARREN WALLACE CLERK

CONNECTING LINKS PROGRAM CONTRIBUTION AGREEMENT

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Transportation

(“Ontario”)

– and –

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

(the “Recipient”)

WHEREAS the Government of Ontario has created the Connecting Links Program to provide funding to help municipalities construct and repair roads and bridges on designated Connecting Links;

AND WHEREAS subsection 21(1) of the *Public Transportation and Highway Improvement Act*, R.S.O. 1990, c. P.50, as amended from time to time, (hereinafter referred to as, the “Act”) states that the Minister of Transportation may designate a highway or part of a highway as a Connecting Link between parts of the King’s Highway or as an extension of the King’s Highway, to be constructed and maintained by the Recipient road authority having jurisdiction over the highway;

AND WHEREAS subsection 21(2) of the Act states that every such highway remains under the jurisdiction and control of the road authority;

AND WHEREAS subsection 44(1) of the *Municipal Act, 2001* S.O. 2001, c. 25, s. 485(1) as amended from time to time, states that a municipality that has jurisdiction over the highway or bridge shall keep it in a state of repair that is reasonable in the circumstances, including the character and location of the highway or bridge;

AND WHEREAS the highway named in Schedule “A” to this Agreement is a highway under the jurisdiction and control of the Recipient and has been designated as a Connecting Link or as an extension to the Connecting Link by the Minister of Transportation in accordance with the subsection 21(1) of the Act;

AND WHEREAS subsection 116(1)(a) of the Act states that the Minister of Transportation may enter into agreements for the purpose of the Act, including agreements related to among other things the design and construction of any highway or bridge;

AND WHEREAS subsection 116(2) of the Act states that any such agreement may provide that a proportion of the costs arising from the agreement be paid out of the monies appropriated therefor by the Legislature;

AND WHEREAS the Recipient has applied to the Connecting Links Program for funding to assist the Recipient in carrying out the Project and Ontario wishes to provide funding for the Project;

AND WHEREAS the Recipient is eligible to receive funding under the Connecting Links Program to undertake a Project;

NOW THEREFORE, in accordance with the principles set out above, the mutual covenants and agreements herein and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledges, the Parties hereby agree as follows:

SECTION 1 INTERPRETATION

1.1 Definitions. For the purposes of this Agreement, the following terms shall have the following meanings described below.

“Act” means the *Public Transportation and Highway Improvement Act*, R.S.O. 1990, c.P.50, as amended from time to time.

“Aboriginal Group” includes the Indian, Inuit and Métis peoples of Canada or any other group holding Aboriginal or treaty rights under section 35 of the *Constitution Act, 1982*.

“Adjust the Funds” means Ontario’s right to adjust, without limitation, liability, costs or penalty any Funds provided to the Recipient in respect of the Project under this Agreement.

“Agreement” means this agreement between Ontario and the Recipient, including all Schedules attached hereto.

“Arm’s Length” has the meaning given to it under the *Income Tax Act* (Canada) as in effect on the Effective Date of this Agreement.

“Auditor General” means the Auditor General of Ontario.

“BPSAA” means the *Broader Public Sector Accountability Act, 2010* (Ontario).

“Bridge” means a public bridge, and includes a bridge forming part of a highway or on, over, under or across which a highway passes.

“Business Day” means any day on which the Government of Ontario offices are generally open for business in the Province of Ontario.

“Communications Protocol” means the protocol set out under Schedule “F” of this Agreement.

“Conflict of Interest” includes any and all circumstances where the Recipient or any Person who has the capacity to influence the Recipient’s decisions has outside commitments, relationships or financial interests that could, or could be seen, to interfere with the Recipient’s objective, unbiased and impartial judgment relating to the Project or this Agreement.

“**Connecting Link**” means the highway named in Schedule “A” to this Agreement that is a highway under the jurisdiction of the Recipient and has been designated as a connecting link or as an extension of a King’s Highway by the Minister pursuant to subsection 21(1) of the Act.

“**Connecting Links Program**” means the program administrated by the Ministry of Transportation to provide funding for the costs of the Connecting Link in accordance with the Act and the Connecting Links Program Guide.

“**Connecting Links Program Guide**” means the Ministry’s document, entitled “Ministry of Transportation Connecting Links Program Guide,” as amended from time to time by the Ministry, that describes the Ministry’s Connecting Link Program.

“**Contractor**” means any third-party contractor that the Recipient retains to undertake any part of the work related to the construction of the Project.

“**Consultant**” means any third-party consultant, engineer, Project manager, architect or other service provider, as the case may be, the Recipient retains to undertake any part of the work related to the Project.

“**Contract**” means a contract between the Recipient and a third party at Arm’s Length whereby the latter agrees to provide a good or service for the Project in return for financial consideration that may be claimed as an Eligible Cost.

“**Crown Agency**” means a Crown Agency as defined in the *Crown Agency Act* (Ontario).

“**Effective Date**” means the date set out at Part B.1 of Schedule “B” of this Agreement.

“**Eligible Costs**” means the costs described in Part D.1 of Schedule “D” of this Agreement.

“**End of Funds Date**” means the date set out in Part C.3 of Schedule “C” of this Agreement.

“**Event of Default**” has the meaning given to it in section 15 of this Agreement.

“**Expiration Date**” means the date set out in Part B.4 of Schedule “B” of this Agreement.

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

“**First Nation**” means a band, as defined under section 2(1) of the *Indian Act* (Canada).

“**Fiscal Year**” means the period beginning April 1st in any year and ending on March 31st of the following year.

“**Funds**” means the total amount of funding Ontario is providing in Canadian currency to the Recipient under this Agreement, subject to the terms and conditions of this Agreement.

“**Highway**” includes a common and public highway, street, avenue, parkway, driveway, square, place, bridge, viaduct, trestle or any other structure incidental thereto, any part of which is intended for or used by the general public for the passage of vehicles and includes the area between the lateral property lines thereof.

“**Indemnified Party**” means Her Majesty the Queen in Right of Ontario, Her Ministers, directors, officers, agents, appointees, servants and employees.

“**Ineligible Costs**” means the costs described under Part D.2 of Schedule “D” of this Agreement.

“**King’s Highway**” means a highway designated as a King’s Highway by the Lieutenant Governor in Council pursuant to the Act.

“**Maximum Funds**” means the amount set out under Part C.1 of Schedule “C” of this Agreement.

“**Minister**” means the Minister of Transportation.

“**Ministry**” means the Ministry of Transportation and any employees employed therewith.

“**Ontario**” means Her Majesty the Queen in Right of Ontario, as represented by the Minister of Transportation or any other Minister who may have authority to administer this Agreement, unless the context indicates otherwise.

“**Parties**” means Ontario and the Recipient.

“**Party**” means either Ontario or the Recipient, as the case may be.

“**Project**” means the Work to be performed for the project described in Schedule “A” of this Agreement.

“**Project Completion Date**” means the date set out in Part B.3 of Schedule “B” of this Agreement.

“**PSSDA**” means the *Public Sector Salary Disclosure Act, 1996* (Ontario).

“**Reports**” means the reports set out in section 13 of this Agreement and set out in Schedule “G” of this Agreement.

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

“**Substantial Completion**” has the same meaning as “substantially performed”, as defined under section 2(1) of the *Construction Lien Act* (Ontario).

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

“**Work**” includes the goods and services to be performed to design, construct and reconstruct the Connecting Link and such other work described in the Connecting Links Program Guide consistent and necessary for the Project.

1.2 Reference To Statute Or Regulation. Any reference to a statute is to such statute and to the regulations made pursuant to such statute as such statute and regulations may at any time be amended or modified and in effect and to any statute or regulations that may be passed that have the effect of supplanting or superseding such statute or regulations.

- 1.3 Singular/Plural And Gender Terms.** Each definition in this Agreement using a singular capitalized term or other word or phrase shall also apply to the plural form and such term, word or phrase and *vice versa*. All references to the masculine gender shall include reference to the feminine or neuter gender and vice versa in each case as the context may permit or require.
- 1.4 Pronouns.** Each use in this Agreement of a neuter pronoun shall be deemed to include the masculine and feminine variations thereof and *vice versa* and a singular pronoun shall be deemed to include a reference to the plural pronoun and *vice versa* in each case as the context may permit or require.
- 1.5 Sections And Other Headings.** The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 1.6 Recitals.** The recitals to this Agreement do not form a part of the Agreement.
- 1.7 Accounting Terms, Calculations And Submission Of Financial Data.** All accounting terms not defined in this Agreement shall have the meanings usually ascribed to them. All calculations will be made and all financial data to be submitted will be prepared in accordance with the applicable accepted accounting principles in effect in Ontario.

SECTION 2 THE AGREEMENT

- 2.1 The Agreement.** The Agreement includes this document and the following Schedules attached to this document, as such Schedules may be amended from time to time in accordance with this Agreement.

Schedule

- “A” Project Description
- “B” Operational Requirements Under The Agreement
- “C” Financial Information For The Project
- “D” Eligible And Ineligible Costs
- “E” Aboriginal Consultation Requirements
- “F” Communications Protocol
- “G” Reporting Requirements

- 2.2 Conflict.** In the event of a conflict between any of the documents that form part of this Agreement, the conflict shall be resolved in the following descending order:
- (a) This document; and
 - (b) The Schedules attached to this document.
- 2.3 Expiration Date Of Agreement.** This Agreement shall expire on the Expiration Date, unless amended or terminated prior to this date in accordance with this Agreement.

SECTION 3

GENERAL ROLES AND RESPONSIBILITIES OF THE PARTIES UNDER THE AGREEMENT

- 3.1 Provision Of Funds.** Ontario agrees, subject to the terms and conditions of this Agreement to provide up to the Maximum Funds to the Recipient in accordance with Schedule “C” of this Agreement. The Recipient is solely responsible for securing any additional funding, if needed, to complete the Project. The Recipient must have such funding or have secured access to the funding prior to commencing the Project. Ontario may require proof that funding has been secured for the Project before providing any Funds under this Agreement.
- 3.2 Ontario’s Role Under Agreement Strictly Limited To Providing Funds.** The Recipient acknowledges and agrees that Ontario’s role is strictly limited to providing Funds and that Ontario will have no other involvement in the Project or its subsequent maintenance and operation. Ontario is not a manager, decision-maker nor an advisor to the Recipient in relation to the Project. Notwithstanding the generality of the foregoing and without limitation, the fact that Ontario may conduct performance reviews and/or audits as provided for hereinafter or issues directions under the terms and conditions of this Agreement shall not be construed by the Recipient as Ontario having a management, decision-making or advisory role. The Recipient further agrees that the Recipient will not seek to include Ontario as a decision-maker, advisor or manager of the Project through recourse to a third party, court, tribunal or arbitrator.
- 3.4 Funds Limited To Specific Project.** The Recipient shall only use the Funds being provided under this Agreement towards Project, as described in Schedule “A” of this Agreement. The Recipient further agrees that it will not make any changes to the Project, as described in Schedule “A” of this Agreement, without first obtaining Ontario’s prior written consent.
- 3.5 Responsibility For Project.** The Recipient acknowledges and agrees that the Recipient, as opposed to Ontario, is solely responsible for the undertaking, implementation, completion, operation and/or maintenance of the Project. The Recipient further agrees that the Recipient will not seek to hold Ontario responsible for the undertaking, implementation, completion, operation and/or maintenance of the Project through recourse to a third party, court, tribunal or arbitrator.
- 3.6 Project Completion.** The Project shall be Substantially Completed by the Project Completion Date.
- 3.7 Project Financing.** The Recipient acknowledges and agrees that:
- (a) It is solely responsible for making any alternative arrangements that may be required to obtain additional financing for the Project in the event that its original financing situation;
 - (b) It is solely responsible for covering any unapproved expenditures and cost overruns; and
 - (c) It is solely responsible for securing any additional financing required to complete the Project.
- 3.8 Asset Retention.** The Recipient shall comply with Part B.6 of Schedule “B” of this Agreement as it relates to the retention of any assets purchased, rehabilitated or built with Funds being provided under this Agreement.

- 3.9 Behavior Of Recipient.** The Recipient shall carry out any Project in an economical and business-like manner, in accordance with the terms and conditions of this Agreement, subject to any reasonable amendments Ontario may agree to or require from time to time in writing.
- 3.10 Ontario Not Responsible For Recipient Obtaining Permits Or Approvals.** For greater certainty, the Parties acknowledge and agree that the entering into this Agreement does not in any way obligate any regulatory authority established under an Act of the Ontario Legislature to issue any type of approval, license, permit or similar authorization that the Recipient may need or want in relation to the Project or to meet any terms or conditions under this Agreement
- 3.11 Ontario May Impose Additional Conditions On The Recipient.** Ontario may impose, at any time, such additional terms or conditions on the Recipient in terms of the Recipient's operations that relate to the use of any Funds which Ontario, acting reasonably, considers appropriate for the proper expenditure and management of the Funds. For greater certainty, any additional terms or conditions Ontario may impose shall be supplements to the existing terms and conditions of this Agreement as opposed to amendments to the terms and conditions of this Agreement.

SECTION 4 FUNDS

- 4.1 Use Of Funds.** Any Funds being provided under this Agreement shall only be used for the payment of Eligible Costs for the Project.
- 4.2 Deposit Of Funds In Interest-Bearing Account At Canadian Financial Institution.** The Recipient shall deposit and retain any Funds being provided under this Agreement in an interest-bearing account in the name of the Recipient at a Canadian financial institution in Canada.
- 4.3 Interest Earned By Recipient.** The Recipient shall report to Ontario the amount of any interest earned on any Funds provided to the Recipient under this Agreement in accordance with Reports set out under Schedule "G" of this Agreement. The Recipient shall, unless otherwise directed by Ontario, only use any interest earned on the Funds for Eligible Costs for the Project.
- 4.4 Cost Must Be An Eligible Cost.** For a cost to be considered an Eligible Cost and therefore eligible to be paid from the Funds being provided under this Agreement, the cost must be specifically set out under Part D.1 of Schedule "D" of this Agreement.
- 4.5 Ineligible Costs Shall Not Be Covered Under Agreement.** Any costs set out in Part D.2 of Schedule "D" of this Agreement are Ineligible Costs and shall not be eligible to be paid from the Funds being provided under this Agreement.
- 4.6 Ontario May Declare Costs To Be Eligible.** Despite section 4.4 of this Agreement, but subject to section 4.5 of this Agreement, costs not specifically set out in Part D.1 of Schedule "D" of this Agreement may be deemed in writing to be an Eligible Cost by Ontario, in its sole and absolute discretion on a case-by-case basis.
- 4.7 New Information.** In the event of new information, errors, omissions or other circumstances affecting the determination of the amount of any Funds being provided

under this Agreement, Ontario may, in its sole and absolute discretion, Adjust the Funds being provided under this Agreement.

4.8 Repayment Of Funds. The Recipient shall repay Funds to Ontario where:

- (a) The Recipient has used the Funds for a purpose not agreed to by Ontario;
- (b) The Recipient still has Funds under its charge, management or control upon the expiry or termination of this Agreement; and
- (c) The Recipient receives an overpayment by Ontario and is notified by Ontario of said overpayment,

within twenty (20) Business Days of receiving a written demand from Ontario, after which the outstanding amount may be subject to interest charges in accordance with section 16.17 of this Agreement. Where the Recipient receives an overpayment and has not received a notice from Ontario in regards to that overpayment, the Recipient shall notify Ontario of the overpayment within twenty (20) Business Days of becoming aware of the overpayment.

4.9 Insufficient Funds Provided By Legislature. If, in the opinion of the Minister, the Ontario Legislature does not provide sufficient funds to continue the Funds for any Fiscal Year which this Agreement is in effect, Ontario may immediately, without any liability, cost or penalty and without any prejudice to any other rights or remedies Ontario has under this Agreement or at law or equity, terminate this Agreement.

4.10 Ontario May Adjust The Funds. Despite any other provision in this Agreement, Ontario may Adjust the Funds being provided under this Agreement without liability, cost or penalty.

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

SECTION 5 PAYMENT UNDER AGREEMENT

5.1 Eligibility Of Costs Or Expenses. In order for a cost or expense to be eligible to be paid from the Funds being provided under this Agreement, the cost or expense:

- (a) Must be reasonable;
- (b) Must be directly related to the Project;
- (c) Must be an Eligible Cost;
- (d) Must not be an Ineligible Cost; and
- (e) Must, subject to sections 4.4 and 4.5 of this Agreement, have been incurred on or after April 1, 2021 and prior to the Project Completion Date.

5.2 Payment Of Funds. Subject to all terms and conditions of this Agreement, Ontario shall pay any Funds to the Recipient in accordance with Part C.4 of Schedule “C” of this Agreement.

5.3 Conditions Precedent For Payment Of Funds. Despite section 5.2 and Part C.4 of Schedule “C” of this Agreement, Ontario may withhold the payment of any Funds to the

Recipient without liability, costs or penalty until the Recipient has met the following conditions precedent:

- (a) The Recipient has provided evidence that the insurance required by section 8.1 of this Agreement has been obtained within ten (10) Business Days of Ontario's request;
- (b) The Recipient has provided Ontario with any requested information within ten (10) Business Days of Ontario's request; and
- (c) The Recipient has not or is not meeting any duty to consult with Aboriginal Groups requirements set out under this Agreement.

5.4 Withholding Payment Of Funds. Ontario may, in its sole and absolute discretion, withhold the payment of any Funds to the Recipient under this Agreement without liability, costs or penalty where:

- (a) Ontario is of the opinion that the Project is not progressing in accordance with how other Projects of a similar size and scope would progress under similar circumstances; and
- (b) Ontario is of the opinion that the Recipient is, without limitation, not in compliance with any other agreements that the Recipient has entered into with Her Majesty the Queen in Right of Ontario where Ontario may be providing financial assistance to the Recipient, directly or indirectly, under that agreement. Where Ontario withholds the payment of any Funds to the Recipient, the following shall apply:
 - (i) Ontario has complete and absolute discretion to determine whether the Recipient is in compliance with the terms or conditions of any other funding agreements, such as the Ontario Community Infrastructure Fund, whereby the Recipient is receiving, directly or indirectly, funding from Ontario;
 - (ii) Ontario shall continue to withhold any payments of any Funds to the Recipient under this Agreement until the Recipient has come into compliance with the terms and conditions of any other agreement whereby the Recipient receives, directly or indirectly, funding from Ontario; and
 - (iii) Ontario agrees that it will act reasonably when applying this section 5.4 of the Agreement and shall promptly notify the Recipient of any determinations made by Ontario with respect to the application of this section 5.4 of the Agreement.

SECTION 6

RECIPIENT'S REPRESENTATIONS, WARRANTIES, COVENANTS, ACKNOWLEDGEMENTS AND AGREEMENTS

6.1 Recipient's Representations, Warranties And Covenants. The Recipient represents, warrants and covenants that:

- (a) It validly exists as a legal entity, and will continue to exist for the Term of the Agreement, with full power to perform and observe all of the terms and conditions of this Agreement and that it will continue to validly exist until the Expiration Date of this Agreement;
- (b) It has the authority and any necessary approvals to enter into this Agreement and to carry out its terms and conditions and that it is not bound by any other agreement that would in any way interfere with Ontario's rights under this Agreement;
- (c) Where applicable, it has passed the requisite by-laws to undertake any Project in which Funds are directed;

- (d) It is conducting its business in accordance with all Requirements of Law and it shall continue to conduct its business in accordance with all Requirements of Law until the Expiration Date of this Agreement;
- (e) It has all permits, approvals, licenses, certificates or other similar documents that are required to carry out any Project to which Funds are directed or that it will apply for all permits, approvals, licenses, certificates or other similar documents before carrying out the Project; and
- (f) All information provided to Ontario in relation to any Funds being provided under this Agreement remains true, correct and complete as of the date this Agreement is signed in every material respect, except as set out to the contrary herein.

6.2 Additional Covenants. The Recipient undertakes to advise Ontario within five (5) Business Days of the occurrence during the Term of this Agreement of any actions, suits or other proceedings which could or would prevent compliance with the terms and conditions of this Agreement.

6.3 Recipient Shall Provide Proof Of Compliance Upon Ontario's Request. The Recipient shall, upon receiving a written notice from Ontario, provide to Ontario with proof of the matters referred to in sections 6.1 to 6.2 of this Agreement within the time period set out in the notice. Despite section 5.2 and Part C.4 of Schedule "C" of this Agreement, and without limiting the generality of section 5.3 of this Agreement, Ontario may withhold the payment of any Funds under this Agreement without liability, costs or penalty until the Recipient provides Ontario with proof of its compliance with the matters referred to in sections 6.1 to 6.2 of this Agreement. Ontario may also, despite anything else in this Agreement and without limiting any remedies Ontario may have under this Agreement, at law or equity, Adjust the Funds if the Recipient is not in compliance with the matters referred to in sections 6.1 to 6.2 of this Agreement at any time during the Term of this Agreement.

SECTION 7

CONFLICT OF INTEREST AND CONFIDENTIALITY

7.1 No Conflicts Of Interest. The Recipient shall ensure that any Person associated with the Project in whatever capacity carries out the administration of any Funds in all its aspects without an actual, potential or perceived Conflict of Interest.

7.2 Disclosure Of Conflict Of Interest Situations. The Recipient shall:

- (a) Disclose to Ontario, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived Conflict of Interest; and
- (b) Comply with any terms and conditions that Ontario may impose as a result of the disclosure.

7.3 Ontario Bound By FIPPA. The Recipient acknowledges that the provisions of the *FIPPA* and its regulations bind Ontario.

SECTION 8

INSURANCE

8.1 Recipient Shall Have Insurance. The Recipient shall put in effect and maintain until the Expiration Date of this Agreement at its own expense or arrange for its Consultant or Contractor to have all necessary insurance that would be considered appropriate for the Project and shall ensure that there is Commercial General Liability Insurance, for third party bodily injury, personal injury and property damage to an inclusive limit of not less than the amount indicated in Part B.2 of Schedule “B” of this Agreement per occurrence with insurers with an A.M. Best rating of B+ or equivalent. The Commercial General Liability Insurance policy shall include:

- (a) The Indemnified Party as an additional insured with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) A cross-liability clause;
- (c) Contractual Liability coverage;
- (d) Products and Completed Operations Liability coverage;
- (e) Employers Liability;
- (f) Tenants Legal Liability (for premises/building leases only);
- (g) Non-Owned automobile coverage with blanket contractual and physical damage coverage for hired automobiles; and
- (h) A thirty (30) day written notice of cancellation, termination or material change clause.

8.2 Ontario To Have Priority Right On Any Proceeds Of Insurance Policy. The Recipient acknowledges and agrees that Ontario shall have a priority over any other Person, including the Recipient, to use or enjoy the benefits of the proceeds from the insurance required under section 8.1 of this Agreement to pay any claim, suits, judgments, demands, expenses, actions, causes of action and losses, including, without limitation, reasonable legal expenses and any claim for a lien made pursuant to the *Construction Lien Act* (Ontario) and for any and all liability for damages to property and injury to persons, including death, that may be brought against Ontario as a result of this Agreement.

SECTION 9

LIMITATION OF LIABILITY AND INDEMNIFICATION

9.1 Exclusion Of Liability. In no event shall Ontario be liable for any general, compensatory, incidental, special or consequential damages, or any loss of use, revenue or profit by the Recipient or the Recipient's officers, servants, employees and agents arising out of or in any way related to this Agreement.

9.2 Recipient To Indemnify Ontario. The Recipient shall indemnify and hold harmless the Indemnified Party from and against all suits, judgments, claims, demands, expenses, actions, causes of action and losses, including, without limitation, reasonable legal expenses and any claim for lien made pursuant to the *Construction Lien Act* (Ontario), and for any and all liability for damages to property and injury to persons, including death, which the Indemnified Party may incur, otherwise than by reason of the Indemnified Party's own gross negligence or wilful misconduct, as a result of or arising out of or in relation to any breach by the Recipient of the terms of this Agreement, or the Recipient's own negligence or wilful misconduct, as a result of or arising out of or in relation to:

- (a) The performance of this Agreement or the breach of the terms of this Agreement by the Recipient, its officers, servants, employees and agents, or by a third party and any of its officers, employees servants or agents;
- (b) The ongoing operation, maintenance and repair of the Project; or
- (c) Any omission or other wilful or negligent act of the Recipient, a third party or their respective employees, officers, servants or agents.

9.3 Further Indemnification Of Ontario. The Recipient further agrees to indemnify and hold harmless the Indemnified Party from any general, compensatory, incidental, indirect, special or consequential damage or any loss of use, revenue or profit which the Indemnified Party may incur or related in any way to this Agreement or the Project in tort, contract or otherwise other than by reason of the Indemnified Party's own gross negligence or wilful misconduct, as a result of or arising out of or in relation to:

- (a) The performance of this Agreement or any breach of the terms and conditions of this Agreement by the Recipient, its officers, servants, agents, employees and Consultants or by a third party and any of its officers, servants, agents or employees where the third party entered into a Contract with the Recipient in relation to the Project;
- (b) The ongoing operation, maintenance and repair of the Project; or
- (c) Any omission or negligent act or misconduct of the Recipient its officers, servants, agents, employees, Contractors and Consultants or by a third party and any of its officers, servants, agents or employees where the third party entered into a Contract with the Recipient in relation to the Project.

9.4 Further Indemnification Requirements. The following are additional requirements related to the Recipient's indemnification of Ontario:

- (a) The Recipient shall, at its own expense, to the extent requested by Ontario, participate in or conduct the defence of any proceedings against any Indemnified Party and any negotiations for their settlement;
- (b) Ontario may elect to participate in or conduct the defence of any proceeding by providing notice to the Recipient of such election without prejudice to any other rights or remedies that Ontario has under this Agreement, at law or in equity. Each Party participating in the defence shall do so by actively participating with the other's counsel;
- (c) The Recipient shall not enter into a settlement of any proceeding against an Indemnified Party unless the Recipient has obtained the prior written approval of Ontario. If the Recipient is requested by Ontario to participate in or conduct the defence of any proceeding, Ontario will cooperate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations; and
- (d) If Ontario conducts the defence of any proceedings, the Recipient shall cooperate with and assist Ontario to the fullest extent possible in the proceedings and any related settlement negotiations.

9.5 Recipient To Require Third Parties To Indemnify Ontario. The Recipient shall use all reasonable efforts to ensure that all third parties that the Recipient enters into a Contract with indemnify and hold harmless the Indemnified Party from and against all suits, judgments, claims, demands, expenses actions, causes of action and losses, including, without limitation, reasonable legal expenses and any claim for lien made pursuant to the *Construction Lien Act* (Ontario), and for any and all liability for damages to property and

injury to persons, including death, which the Indemnified Party may incur, otherwise than by reason of their own negligence or wilful misconduct, as a result of or arising out of or in relation to any breach by the Recipient of the terms of this Agreement, or the Recipient's own negligence or wilful misconduct, as a result of or arising out of or in relation to:

- (a) The performance of this Agreement or the breach of the terms of this Agreement by the Recipient, its officers, servants, employees and agents, or by a third party and any of its officers, employees servants or agents;
- (b) The ongoing operation, maintenance and repair of the Project; or
- (c) Any omission or other wilful or negligent act of the Recipient, a third party or their respective employees, officers, servants or agents.

The Recipient shall also use commercially reasonable efforts to ensure that the terms and conditions set out under section 9.4 of this Agreement are included in any Contracts that the Recipient enters into with any third party. The Recipient further agrees to take and implement any reasonable direction from Ontario in relation to the enforcement or assertion of this section 9.5 of the Agreement as against any third party.

- 9.6 Recipient To Limit Heads Of Damage As Against Ontario In Contracts With Third Parties.** The Recipient shall use commercially reasonable efforts to include in the Recipient's Contracts with any third party a provision that provides notwithstanding anything else, and in no event whatsoever, shall Ontario be liable to the third party for any incidental, indirect, special or consequential damage or any loss of use, revenue or profit which the Indemnified Party may incur as a result of anything under or related in any way to this Agreement or the Project in tort, contract or otherwise. The Recipient agrees to take and implement any reasonable direction from Ontario in relation to the enforcement of this section 9.6 of the Agreement as against any third party.

SECTION 10 ACQUISITION OF GOODS AND SERVICES

- 10.1 Acquisition.** Despite anything else contained in this Agreement, the Recipient shall ensure that all goods and services purchased with any Funds being provided under this Agreement are purchased or acquired in a fair and transparent manner and at competitive prices that are no greater than fair market value after deducting trade discounts and/or any other discounts available to the Recipient.
- 10.2 Ontario Not Responsible For Claims Under Tender/Bidding Process.** Without limiting the generality of section 9.1 of this Agreement, Ontario shall not be responsible for any claim arising from the tender and bidding process in relation to any Project in which Funds are directed.
- 10.3 Competitive Procurement Process.** The Recipient shall acquire and manage its equipment, services and supplies, including any construction component, required for any Project in which Funds are directed through a transparent and fair process that promotes the best value for the Funds expended. Without limiting the generality of the foregoing, where the Recipient is a municipal entity to which the *Municipal Act, 2001* (Ontario) is applicable, the Recipient shall follow its procurement policies as required under the *Municipal Act, 2001* (Ontario). Where the Recipient is a Local Services Board or any other entity not covered by the *Municipal Act, 2001* (Ontario), the Recipient shall ensure that for equipment, services and supplies, the estimated costs of which exceed twenty-five thousand dollars (\$25,000.00), the Recipient obtains at least three (3) written quotes

unless Ontario gives prior written approval. The requirement for a competitive process under this section 10.2 of the Agreement may be waived with prior written approval by Ontario, if:

- (a) The equipment, services or supplies the Recipient is purchasing is specialized and is not readily available; or
- (b) The Recipient has researched the market for a similar purchase within the last two (2) years and knows prevailing market costs for the equipment, services or supplies purchased.

10.4 BPSAA. For the purposes of clarity, if the Recipient is subject to the *BPSAA* and there is a conflict between any of the requirements of this Agreement and the requirements of the *BPSAA*, the *BPSAA* shall apply.

10.5 Contracts. The Recipient shall ensure that all Contracts:

- (a) Are consistent with this Agreement;
- (b) Do not conflict with this Agreement;
- (c) Incorporate the relevant provisions of this Agreement to the fullest extent possible;
- (d) Are managed in a way that is transparent, competitive and consistent with value for money principles
- (e) Require that any third parties thereto comply with all Requirements of Law; and
- (f) Authorize Ontario to collect, use and disclose in accordance with the Requirements of Law information and data gathered by the third party in connection with Project, perform audits of the third party and monitor the Project as Ontario sees fit.

10.6 Costs Of Contracts Not Awarded In Compliance With This Section May Be Deemed Ineligible. If Ontario determines that the Recipient has awarded a Contract in a manner that is not in compliance with this section 10 of the Agreement, Ontario may, upon written notification to the Recipient, deem the costs associated with the Contract as being ineligible for payment from the Funds.

10.7 Recipient To Keep Records Of Contracts. The Recipient shall keep and maintain proper and accurate accounts and records, including, but not limited to, all Contracts, invoices, statements, receipts and vouchers in relation to the Project for a period of at least seven (7) years after the Term of this Agreement.

10.8 Trade Agreements. If the Recipient is subject to any provincial or federal trade agreements to which Ontario is a party, the Recipient shall comply with the applicable requirements of such trade agreements. In particular, and without limitation, if the Recipient is subject to Annex 502.4 of the *Agreement on Internal Trade*, the Recipient shall comply with all applicable requirements of Annex 502.4. In the event of any conflict between the requirements of any other provisions of this section 10 of the Agreement and the requirements of Annex 502.4, the requirements of Annex 502.4 shall apply to the extent of the conflict.

SECTION 11 ABORIGINAL CONSULTATION

11.1 Provision Of Funds Dependent Upon Ontario Meeting Its Duty To Consult Obligations. The Recipient hereby acknowledges and agrees that the provision of any Funds under this Agreement is strictly conditional upon Ontario satisfying any obligation it

may have to consult with and, if required, accommodate any Aboriginal Group with an interest in the Project in which Funds are directed in order for the Project to proceed.

11.2 Recipient Ontario's Delegate For Purposes Of Consultation With Aboriginal Groups.

By entering into this Agreement, Ontario delegates the procedural aspects of any consultation obligations Ontario may have with any Aboriginal Group in relation to the Project to the Recipient as set out in Schedule "E" of this Agreement. The Recipient, by signing this Agreement, acknowledges that Ontario has delegated the procedural aspects of any consultation obligations Ontario may have with any Aboriginal Group in relation to the Project and accepts said delegation and agrees to act diligently as Ontario's delegate so as to preserve the Honour of the Crown in relation to any consultation obligations Ontario may have in relation to the Project.

11.3 Recipient's Obligations In Relation To Consultations. The Recipient shall:

- (a) Be responsible for consulting with any Aboriginal Group that has an interest in the Project on behalf of Ontario in accordance with Schedule "E" of this Agreement;
- (b) Take directions from Ontario in relation to consulting with any Aboriginal Group with an interest in the Project as well as any other directions Ontario may issue in relation to consultations, including suspending or terminating the Project; and
- (c) Provide a detailed description of any actions it took in relation to consultation with any Aboriginal Group with an interest in the Project, as set out under Schedule "G" of this Agreement.

11.4 Recipient Shall Not Start Construction On The Project Until Recipient Provides Evidence To Ontario That Notice Of The Project Has Been Given To Identified Aboriginal Groups as Directed by Ontario.

The Recipient shall not commence or allow any third party to commence construction on any aspect of the Project for forty-five (45) Business Days, or such other time as Ontario may direct, after it has provided Ontario with written evidence that the Recipient has sent notice about the Project to the Aboriginal Groups identified in accordance with Schedule "E" of this Agreement.

SECTION 12 COMMUNICATIONS

12.1 Recipient To Follow Communications Protocol. The Recipient shall follow the Communications Protocol set out under Schedule "F" of this Agreement.

SECTION 13 REPORTS

13.1 Reports. The Recipient shall submit the Reports set out in Schedule "G" of this Agreement in accordance with the dates set out for each of those Reports set out in Schedule "G" of the Agreement. The Recipient shall follow such reasonable administrative procedures as Ontario may specify from time to time.

13.2 Additional Reports Upon Request. The Recipient shall, upon Ontario's request in writing, collect such information and provide such additional reports as Ontario may specify from time to time during the Term of this Agreement. The Recipient shall provide any additional reports within ten (10) Business Days of the request, unless the request provides otherwise.

- 13.3 Compliance Attestation.** The Recipient shall provide a compliance attestation that is signed by the Recipient's Administrative Officer/Clerk or Treasurer for any reports required under sections 13.1 and 13.2 of this Agreement.

SECTION 14 RECORDS, INSPECTION, AUDITS AND THE PROVISION OF INFORMATION

- 14.1 Recipient's Obligations Under Agreement.** The Recipient:

- (a) Shall keep and maintain all financial records, receipts, invoices and other financially-related documents relating to any Funds or otherwise in relation to the Project in a manner consistent with generally accepted accounting principles and clerical practices, and shall maintain such records and keep them available for review by Ontario for a period of seven (7) years from the Expiration Date of this Agreement; and
- (b) Shall maintain all non-financial documents and records relating to any Funds or otherwise to the Project, including any records it receives about the people it serves, in a confidential manner consistent with all Requirements of Law.

- 14.2 Ontario May Inspect Recipient's Premises And Projects' Premises At Any Time.** Ontario reserves the right to inspect the Recipient's premises and any premises of the Project at any time as it relates to the provision of any Funds under this Agreement. Without limiting the generality of the foregoing, the Recipient hereby authorizes Ontario, its employees and agents, including the Auditor General, to, upon twenty-four (24) hours' written notice and during normal business hours, enter the Recipient's premises to review the status of the Project and to copy any financial records, invoices and other financially-related documents, including all Contracts the Recipient has entered into in relation to the Project.

- 14.3 Audits.** Ontario may, at its own expense, conduct audits of the Project. Ontario may require the assistance of an external auditor to carry out an audit. If so, Ontario shall be responsible for retaining the external auditor.

- 14.4 Auditor General.** The Auditor General may, at the Auditor General's cost, conduct an audit with respect to the use of any Funds under this Agreement. For the purposes of facilitating such an audit, the Recipient shall release to Ontario upon request and in a timely manner, for the purpose of releasing to the Auditor General:

- (a) All records held by the Recipient, or by agents or contractors of the Recipient relating to this Agreement and/or the use of the Funds; and
- (b) Such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General, may request relating to any part of this Agreement or the use of the Funds.

- 14.5 Information.** The Recipient shall supply to Ontario, within ten (10) Business Days of receiving a written request, such information in respect of this Agreement or the Project as Ontario requests unless the request provides otherwise.

- 14.6 Provision Of Information Is A True Condition Precedent.** If, in the opinion of Ontario, any of the information requirements of this Agreement are not met, Ontario may in its sole and absolute discretion, and despite section 5.2 and Part C.4 of Schedule "C" of this Agreement, require the information as a condition precedent to the payment of any Funds under this Agreement without liability, costs or penalty.

SECTION 15 DEFAULT AND TERMINATION

15.1 Events Of Default. Ontario may, acting in a reasonable manner, without liability, cost or penalty and without prejudice to any other rights or remedies of Ontario under this Agreement or at law or in equity, terminate this Agreement immediately upon giving written notice to the Recipient where:

- (a) In the opinion of Ontario:
 - (i) The Recipient has provided false or misleading information to Ontario;
 - (ii) The Recipient breaches a material term or condition of this Agreement, where materiality is to be determined by Ontario, in its sole and absolute discretion, acting reasonably and has failed to cure or remedy the breach of this Agreement within 30 days of receiving written notice of the breach from Ontario;
 - (iii) The Recipient breaches a material term or condition of any other funding agreement it has with Ontario, where materiality is to be determined by Ontario, in its sole and absolute discretion, acting reasonably and has failed to cure or remedy the breach of the other funding agreement within 30 days of receiving written notice of the breach from Ontario;
 - (iv) The Recipient is unable to continue with the Project or the Recipient is likely to discontinue the Project; or,
 - (v) A material adverse change occurs such that the viability of a Recipient as a going concern is threatened.

15.2 Remedies On Default. Despite any other rights Ontario has under this Agreement, if an Event of Default has occurred, Ontario shall have the following remedies:

- (a) Ontario shall not have to provide any further Funds under this Agreement;
- (b) Ontario may, at its option, terminate this Agreement immediately after any notice period expires or may, in its sole and absolute discretion, Adjust the Funds, including a demand to return all Funds provided under this Agreement;
- (c) Ontario may avail itself of any of its legal remedies that it may deem appropriate.

15.3 Additional Remedies. In addition to the remedies described in section 15.2 of this Agreement, Ontario may commence such legal action or proceedings as it, in its sole and absolute discretion, may deem expedient, without any additional notice under this Agreement. The rights and remedies of Ontario hereunder are cumulative and in addition to, and not in substitution for, all other rights or remedies otherwise available to Ontario at law, equity or under statute.

15.4 Waiver Of Event Of Default Must Be In Writing. Ontario may, in its sole and absolute discretion, at any time, waive any above-mentioned Event of Default which may have occurred provided that no such waiver shall extend to, or be taken in any manner whatsoever to affect, any subsequent Event of Default or the right to remedies resulting therefrom, and that no such waiver shall be, or shall be deemed to constitute, a waiver of such Event of Default unless such waiver is in writing from Ontario. Ontario may also impose conditions on any waiver it provides under this section 15.4 of the Agreement.

15.5 Ontario's Discretion To Terminate Agreement. Despite anything else contained in this Agreement, Ontario may, without liability, cost or penalty and without prejudice to any other rights or remedies Ontario may have under this Agreement or at law or in equity terminate

this Agreement at any time upon one hundred and eighty (180) days' notice to the Recipient, provided it acts reasonably in doing so.

- 15.6 Termination Of Agreement For Circumstances Beyond The Control Of A Party.** Neither Party shall be liable for damages caused by delay or failure to perform its obligations under this Agreement where such delay or failure is caused by an event beyond its reasonable control. Should the event last more than ninety (90) Business Days, this Agreement shall terminate and the process set out under section 15.5 of this Agreement shall be followed, with any necessary modifications.
- 15.7 Date of Termination.** In the event of termination pursuant to this section 15 of the Agreement, the effective date of termination shall be the last day of the notice period, the last day of any subsequent notice period or immediately, whichever applies.

SECTION 16 GENERAL PROVISIONS

- 16.1 Terms Binding.** The Recipient shall take all reasonable measures to ensure that its officers, directors, partners, employees, agents, third party contractors shall be bound to observe all of the terms and conditions of this Agreement, including, but not limited to all of the covenants, representations and warranties set out herein.
- 16.2 Representatives May Bind Parties.** The Parties represent and warrant that their respective representatives have the authority to legally bind them to the extent permissible by the Requirements of Law. As well, the rights, duties and powers of the Minister of Transportation under this Agreement may be exercised by the Regional Director for the Region where the Project is located.
- 16.3 Further Assurances.** The Parties agree to do or cause to be done all acts or things necessary to implement and carry into effect this Agreement to its full extent.
- 16.4 Agreement Binding.** This Agreement shall ensure to the benefit of and be binding upon the Parties, their successors, executors, administrators, heirs and their permitted assigns.
- 16.5 Waivers In Writing.** 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 set out in section 16.19 of this Agreement. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply. For greater certainty, where Ontario chooses to waive a term or condition of the Agreement, such waiver shall only be binding if provided by a person who indicates in writing that he or she has specific authority to provide such a waiver.
- 16.6 Tolerance Of Indulgence Of Breach Not A Waiver.** Any failure by Ontario to insist in one or more instances upon strict performance by the Recipient of any of the terms or conditions of this Agreement shall not be construed as a waiver by Ontario of its rights to require strict performance of any such terms or conditions, and the obligations of the Recipient with respect to such performance shall continue in full force and effect.
- 16.7 Time Is Of The Essence.** In the performance and observance of the terms and conditions of this Agreement, time is of the essence and no extension or variation of this Agreement shall operate as a waiver of this provision.

- 16.8 Severability.** If any term or condition of this Agreement, or the application thereof to the Parties or to any persons or circumstances, is to any extent invalid or unenforceable, the remainder of the Agreement, and the application of such term or condition to the Parties, persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.
- 16.9 No Assignment Of Agreement.** The Recipient shall not assign this Agreement to any other person unless Ontario agrees to the assignment in writing. Ontario may impose any terms or conditions.
- 16.10 No Amendment.** This Agreement shall not be varied or amended except by a document in writing, dated and signed on behalf of the Recipient and the Regional Director of the Ministry's Region where the Project is located.
- 16.11 Joint Authorship Of Agreement.** The Parties shall be considered joint authors of this Agreement and no provision herein shall be interpreted against one Party by the other Party because of authorship. No Party shall seek to avoid a provision herein because of its authorship through recourse to a third party, court, tribunal or arbitrator.
- 16.12 Parties Independent.** The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of Ontario and the Recipient shall not take any actions that could establish or imply such a relationship.
- 16.13 Recipient Cannot Represent Ontario.** The provision of any Funds to the Recipient pursuant to this Agreement is for the sole purpose of, and is limited to, allowing the Recipient to carry out the Project. The Recipient represents, warrants and agrees that under no circumstances shall it enter into any contract or commitment in the name of or on behalf of Ontario. The Recipient acknowledges and agrees that it is not by the terms and conditions of this Agreement or otherwise granted any right or authority to assume or to create any obligations or responsibility, express or implied, on behalf of or in the name of Ontario, to act as an agent of Ontario or to bind Ontario in any manner whatsoever other than as specifically provided under this Agreement.
- 16.14 Recipient's Consultants/Contractors.** Ontario acknowledges and recognizes that, in connection with the carrying out the Project, the Recipient may engage one or more Consultants or Contractors. Ontario acknowledges and agrees that the Recipient shall have the sole authority and responsibility for such employees, agents, Consultants or Contractors, including the hiring and termination. The Recipient acknowledges and agrees that the Recipient shall be responsible for all acts and actions of the Recipient's employees, agents, Consultants and Contractors and that all such acts and actions shall be treated as actions of the Recipient for the purposes of this Agreement.
- 16.15 Lobbyists And Agent Fees.** The Recipient represents and warrants:
- (a) Any person hired by the Recipient to speak or correspond with any employee or other person representing Ontario concerning any matter relating to any Funds under this Agreement or any benefit hereunder is registered, if required to register, pursuant to the *Lobbyists Registration Act, 1998*;
 - (b) It has not and will not make a payment or other compensation to any legal entity that is contingent upon or is calculated upon the provision of any Funds hereunder or negotiating the whole or any part of the terms and/or conditions of this Agreement; and

- (c) No money from the Government of Ontario was used to lobby or otherwise secure the provision of any Funds hereunder.

16.16 Debt Owning To Her Majesty The Queen In Right Of Ontario. Any payment that the Recipient is required to make under this Agreement shall constitute a debt due and owing to Her Majesty the Queen in Right of Ontario and the Recipient shall pay the amount to Ontario immediately upon written demand unless Ontario directs otherwise.

16.17 Her Majesty The Queen In Right Of Ontario May Charge Interest. Her Majesty the Queen in Right of Ontario may charge the Recipient interest on any monies owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

16.18 Set-Off By Ontario. In the event that the Recipient is indebted to Her Majesty the Queen in Right of Ontario under this Agreement, Ontario may set-off that debt against any amounts payable to the Recipient by Her Majesty the Queen in Right of Ontario. This right of set-off is in addition to any rights of set-off it has under the *Financial Administration Act* (Ontario) or the *Financial Administration Act* (Canada).

16.19 Notice And Service Of Documents Under Agreement. Notices shall be in writing and shall be delivered by postage-prepaid mail, personal delivery, facsimile transmission or Email transmission and shall be addressed to Ontario and the Recipient respectively, as set out in Part B.5 of Schedule “B” of this Agreement.

Notice shall be deemed to have been received:

- (a) In the case of postage-prepaid mail, five (5) Business Days after such notice is mailed; or
- (b) In the case of personal delivery, facsimile transmission or Email transmission, one (1) Business Day after such notice is delivered to the other Party.

In the event of a postal disruption, notices shall be given by personal delivery, facsimile transmission or Email transmission. Unless the Parties expressly agree in writing to additional methods of notices, notices may only be provided by the method(s) contemplated in this section 16.19 of the Agreement.

The Parties agree that for the purposes of this section 16.19 of the Agreement, the name(s) of the individuals may be changed without amending the Agreement through the Party making the change providing written notice to the other Party of said change.

16.20 Governing Law. This Agreement and the rights, obligations and relations of the Parties shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings in connection with this Agreement shall be conducted in Ontario.

16.21 Agreement Executed In Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together, shall constitute one and the same agreement.

16.22 Entire Agreement. This Agreement, including its Schedules, embodies the entire Agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations or agreements. No prior document, discussion, negotiation, provision undertaking or agreement in relation to

the subject matter of this Agreement has any legal effect. No representation or warranty, whether express, implied or otherwise, has been made by Ontario to the Recipient except as expressly set out in this Agreement.

16.23 Survival. The provisions of this Agreement that by their nature survive the expiration or early termination of this Agreement shall so survive. Without limiting the generality of the foregoing, the provisions that shall survive the termination or expiration of this Agreement for a period of seven (7) years from the Expiration Date or termination of this Agreement, whichever occurs first, include: sections 1, 3 to 6, 9, 11 and 13 to 15; subsections 2.2, 16.5, 16.6, 16.8, 16.10 to 16.12, and 16.16 to 16.23; Parts B.5 and B.6 of Schedule “B” of this Agreement and Schedules “E” and “F”; along with all cross-referenced provisions within the foregoing sections, subsections and Schedules.

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

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO,
as represented by the Minister of Transportation

Name: Caroline Mulroney
Title: Minister of Transportation

Date

I have the authority to bind the Crown.

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

Name:
Title:

Date

**AFFIX CORPORATE
SEAL**

Name:
Title:

Date

I/We have the authority to bind the Recipient.

**SCHEDULE “A”
PROJECT DESCRIPTION**

Application Project Name: Queen Street East Reconstruction

Approved Project Name: Reconstruction of Queen Street East (Highway 89) in Mount Forest

Project Description: Resurfacing the road between Main Street and the west side of Bridge #516 (White's Bridge).

Project Description Details (from Application):

The project will see the road resurfaced between Main Street and the west side of Bridge number 516 (White's Bridge). Project will replace approximately 500 meters of watermain, including all water service laterals, approximately 375 meters of sanitary main, including all sanitary service laterals, approximately 500 meters of storm sewer main, including adding storm service laterals to properties, approximately 650 meters of highway, including curb and gutter, and approximately 750 meters of sidewalk.

Project rehabilitates Highway 89 in the community of Mount Forest, continuing west from White's Bridge which recently had capital repair work (2011). Project will replace drinking water distribution system and sanitary sewer assets under Highway 89 and will replace these assets with modern material built to current day engineering standards. Project will also upgrade storm water management system along this highway.

**SCHEDULE “B”
OPERATIONAL REQUIREMENTS UNDER THE AGREEMENT**

PART B.1 – EFFECTIVE DATE OF AGREEMENT

B.1.1 Effective Date Of Agreement. The Effective Date of this Agreement is the date in which the Province signs the Agreement.

PART B.2 – INSURANCE REQUIREMENTS

B.2.1 Insurance Requirements. The Recipient or its agent(s) shall have no less than two million dollars (\$2,000,000.00) in general commercial liability insurance per occurrence.

PART B.3 – PROJECT COMPLETION DATE

B.3.1 Project Completion Date. The Project shall be completed no later than December 31, 2022. For clarity this means Substantial Completion must have occurred and the project construction work must have been completed.

PART B.4 – EXPIRATION DATE

B.4.1 Expiration Date Of Agreement. Unless this Agreement is terminated earlier, this Agreement shall expire on March 31, 2023.

PART B.5 – NOTICE AND CONTACT

B.5.1 Notice And Contact Information. Notices under this Agreement shall be sent in accordance to the following:

<p>To Ontario: Ministry of Transportation Operations Office 301 St. Paul Street, 2nd Floor St. Catharines, Ontario L2R 7R4</p> <p>Attention: Program Coordinator, Connecting Links Program Telephone: 289-241-8354 Fax: 905-704-2777 Email: CLProgram@ontario.ca</p>	<p>To Recipient: The Corporation of the Township of Wellington North 7490 Sideroad 7 West PO Box 125 Kenilworth, Ontario N0G 2E0</p> <p>Attention: Adam McNabb, Director of Finance Telephone: 519-848-3620 Fax: N/A Email: amcnabb@wellington-north.com</p>
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Any Notice not sent in accordance with the above shall be deemed to not constitute proper Notice under the Agreement.

PART B.6 – ASSET RETENTION PERIOD

B.6.1 Recipient To Notify Ontario Before Disposal Of Assets Purchased With Funds Under Agreement. The Recipient shall notify the Ministry of Transportation in writing of any disposal of assets purchased by the Funds at least one hundred and eighty (180) Business Days in advance of the disposition. The Recipient shall not dispose of any assets purchased, constructed, rehabilitated or improved by the Funds without the prior written consent of Ontario.

B.6.2 Asset Retention Period. The Recipient shall retain any asset purchased, rehabilitated or built with Funds under this Agreement for a period of five (5) years from the date that the Project is completed.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

**SCHEDULE “C”
FINANCIAL INFORMATION FOR THE PROJECT**

PART C.1 – MAXIMUM FUNDS

C.1.1 Ontario’s Maximum Funds Under Agreement. Subject to the terms and conditions of this Agreement, Ontario shall provide the Recipient with an amount up to One Million, Four Hundred and Twenty Thousand Dollars (\$1,420,000) in Funds for Eligible Costs for the Project.

Project’s Estimated Total Net Eligible Costs: \$1,577,778 (Original budget from application)

Percentage of Provincial Support

The Percentage of Provincial Support is fixed at Ninety Percent (90%) for the Term of the Agreement.

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

“**Total Net Eligible Costs**” means all direct costs that are, in Ontario’s sole and absolute discretion, properly and reasonably incurred no earlier than April 1, 2021 and prior to the Project Completion Date by the Recipient under a contract for goods or services necessary for the implementation of the Project, as more particularly described in part D.1 – Eligible Costs of this Schedule “B”, less any HST rebate or any other rebates the Recipient has received, will receive or is eligible to receive from any government source.

PART C.2 – HOLDBACK

C.2.1 Holdback. Ontario may hold back up to fifteen (15) percent from any payment of any Funds under this Agreement. Ontario may retain this holdback until it has approved the Recipient’s Final Report, upon after which Ontario shall pay the holdback to the Recipient.

PART C.3 – END OF FUNDS DATE

C.3.1 End of Funds Date. Despite anything else contained in this Agreement, Ontario shall not provide any Funds to the Recipient for the Project after March 31, 2023.

PART C.4 – PAYMENT OF FUNDS

C.4.1 Payment Of Funds. Ontario shall pay, subject to the terms and conditions of the Agreement, to the Recipient the Funds in accordance with the following:

[REST OF PAGE INTENTIONALLY LEFT BLANK]

MILESTONE PAYMENT SCHEDULE

MILESTONE PAYMENT	AMOUNT	REQUIRED DOCUMENTATION
<p>Milestone 1: Upon receipt and Acceptance by MTO of first Contract Award to initiate project.</p>	<p>An amount up to fifty percent (50%) of the Maximum Funds</p>	<p>Contract Award Report Must be submitted within fifteen (15) Business Days of a council resolution and no later than June 30, 2021.</p>
<p>Milestone 2: Upon receipt and acceptance by MTO of Report of Substantial Completion.</p>	<p>An amount up to eighty-five percent (85%) of either</p> <p>(i) The Maximum Funds, less the amount paid at Milestone 1; or</p> <p>(ii) An amount calculated by multiplying the percentage of Maximum Funds against the Recipient’s Total Net Eligible Costs, less the amount paid at Milestone 1.</p>	<p>Substantial Completion Report Within fifteen (15) Business Days of the Project Completion Date set out in Part B.3 of Schedule “B” of the Agreement (no later than December 31st of the fiscal year of Project Completion).</p>
<p>Milestone 3: Upon receipt and acceptance by MTO of the Final Report.</p>	<p>Using the same method of calculation as in Milestone 2,</p> <p>(i) The balance of the Funds, if any, to the limit of the Maximum Funds, or</p> <p>(ii) The balance, if any, of the Funds calculated by multiplying the Percentage of Provincial Support against the Recipient’s Total Net Eligible Costs as certified in the Final Report, whichever aggregate amount is smaller.</p>	<p>Final Report Within sixty (60) Business Days of the Project Completion or no later than March 8 of the fiscal year of Project Completion.</p>

Part C.5 – Limit On Ontario’s Contribution Under Agreement

C.5.1 Limit On Provincial Contribution Under Agreement. Despite anything else contained in this Agreement, Ontario’s total contribution toward the Project shall not exceed ninety percent (90%) of the Project’s total Eligible Costs.

**SCHEDULE “D”
ELIGIBLE AND INELIGIBLE COSTS**

PART D.1 – ELIGIBLE COSTS

D.1.1 Eligible Costs. Subject to the terms and conditions of this Agreement and Part D.2 of this Schedule “D” of the Agreement, Eligible Costs shall only include all direct and incremental costs that are attributable to the development and implementation of the Project and are in Ontario’s sole and absolute discretion, properly and reasonably incurred as well as necessary for the Project. Eligible Costs must also be actual, verifiable cash outlays to third party vendors that are documented through invoices, receipts or other records that is acceptable to Ontario.

Without limiting the generality of the foregoing, Eligible Costs shall only include the following:

- (a) The capital costs of constructing, rehabilitating, replacing or improving, in whole or in part, the tangible core infrastructure asset noted in the Project Description in Schedule A;
- (b) The Scope of Eligible Work as described in the Connecting Links Program Guide;
- (c) All planning and assessment costs, such as the costs of environmental planning, surveying, engineering, architectural supervision, testing and management consulting services;
- (c) The costs for permits, approvals, licences and other authorizing documents, as well as inspections and other fees directly attributable to obtaining a permit, approval, license or other authorizing document, provided those costs are directly attributable to the construction and implementation of Project,
- (d) The costs for consulting with an Aboriginal Group, including the Recipient’s legal fees, provided they are reasonable, on matters pertaining to the Project, including the translation of documents into languages spoken by the affected Aboriginal Group, but does not include any capacity-building funding unless specifically approved by Ontario in writing prior to being incurred;
- (e) The costs of Project-related signage, lighting, Project markings and utility adjustments;
- (f) The costs of joint communication activities, such as press releases, press conferences, translation and road signage recognition, as described in Schedule “F” of this Agreement; and
- (g) Other costs that are, in Ontario’s sole and absolute discretion, direct, incremental and necessary for the successful implementation of the Project, provided those costs have been approved by Ontario in writing prior to being incurred.

PART D.2 – INELIGIBLE COSTS

D.2.1 Ineligible Costs. The following costs are Ineligible Costs and are therefore ineligible for funding under this Agreement:

- (a) Costs incurred prior to April 1, 2021 or after the Project Completion Date;
- (b) Costs associated with the acquisition or leasing of:
 - (i) Land,
 - (ii) Buildings,
 - (iii) Equipment,
 - (iv) Other facilities, and
 - (v) Obtaining easements, including costs or expenses for surveys,

- and includes real estate fees and other related costs;
- (c) Financial charges, legal fees, other than those association with consultation with Aboriginal Groups (provided such legal fees are reasonable), loan and interest payments
 - (d) The value of any goods and services which are received through donations or in kind;
 - (e) Employee wages and benefits, overhead costs as well as other direct or indirect operating, maintenance and administrative costs incurred by the Recipient for the Project, and more specifically, but without limiting the generality of the foregoing, costs relating to services delivered directly by permanent employees of the Recipient;
 - (f) Meal, hospitality or incidental costs or expenses of Consultants;
 - (g) Costs associated with completing applications for the Connecting Links Program; and
 - (h) Any costs of accommodation for any Aboriginal Group.

D.2.2 Harmonized Sales Tax. Any portion of the Harmonized Sales Tax that is refundable by the Canada Revenue Agency as an input tax credit or as a rebate shall be deemed to be an Ineligible Cost. Any portion of the Provincial Sales Tax that is refundable by the respective provincial tax authority shall be deemed to be an Ineligible Cost.

D.2.3 Costs Of Non-Arm's Length Parties. The costs or expenses of goods or services acquired from parties that are not Arm's Length from the Recipient must be valued at the cost of the supplying entity and shall not include any mark up for profit, return on investment or overhead costs and shall not exceed fair market value. Ontario may not consider the eligibility of any of these costs unless access is provided to the relevant records of the supplying entity.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

SCHEDULE “E” ABORIGINAL CONSULTATION REQUIREMENTS

PART E.1 – PURPOSE AND DEFINITIONS

E.1.1 Purpose. This Schedule sets out the responsibilities of Ontario and the Recipient in relation to consultation with Aboriginal Groups on the Project, and to delegate procedural aspects of consultation from Ontario to the Recipient.

E.1.2 Definitions. For the purposes of this Schedule:

“**Section 35 Duty**” means any duty Ontario may have to consult and, if required, accommodate Aboriginal Groups in relation to the Project flowing from section 35 of the *Constitution Act, 1982*.

PART E.2 – RESPONSIBILITIES OF ONTARIO

E.2.1 Ontario’s Responsibilities. Ontario is responsible for:

- (a) Determining the Aboriginal Groups to be consulted in relation to the Project, if any, and advising the Recipient of same;
- (b) The preliminary and ongoing assessment of the depth of consultation required with the Aboriginal Groups;
- (c) Delegating, at its discretion, procedural aspects of consultation to the Recipient pursuant to this Schedule;
- (d) Directing the Recipient to take such actions, including without limitation suspension as well as termination of the Project, as Ontario may require;
- (e) Satisfying itself, where it is necessary to do so, that the consultation process in relation to the Project has been adequate and the Recipient is in compliance with this Schedule; and
- (f) Satisfying itself, where any Aboriginal or treaty rights and asserted rights of Aboriginal Groups require accommodation, that Aboriginal Groups are appropriately accommodated in relation to the Project.

PART E.3 – RESPONSIBILITIES OF THE RECIPIENT

E.3.1 Recipient’s Responsibilities. The Recipient is responsible for:

- (a) Giving notice to the Aboriginal Groups regarding the Project as directed by Ontario, if such notice has not already been given by the Recipient or Ontario;
- (b) Immediately notifying Ontario of contact by any Aboriginal Groups regarding the Project and advising of the details of the same; (c) Informing the Aboriginal Groups about the Project and providing to the Aboriginal Groups a full description of the Project unless such description has been previously provided to them;
- (c) Following up with the Aboriginal Groups in an appropriate manner to ensure that Aboriginal Groups are aware of the opportunity to express comments and concerns about the Project, including any concerns regarding adverse impacts on hunting,

trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to the Aboriginal Groups, and immediately advising Ontario of the details of the same;

- (d) Informing the Aboriginal Groups of the regulatory and approval processes that apply to the Project of which the Recipient is aware after reasonable inquiry;
- (e) Maintaining the Aboriginal Groups on the Recipient's mailing lists of interested parties for environmental assessment and other purposes and providing to the Aboriginal Groups all notices and communications that the Recipient provides to interested parties and any notice of completion;
- (f) Making all reasonable efforts to build a positive relationship with the Aboriginal Groups in relation to the Project;
- (g) Providing the Aboriginal Groups with reasonable opportunities to meet with appropriate representatives of the Recipient and meeting with the Aboriginal Groups to discuss the Project, if requested;
- (h) If appropriate, providing reasonable financial assistance to Aboriginal Groups to permit effective participation in consultation processes for the Project, but only after consulting with Ontario;
- (i) Considering comments provided by the Aboriginal Groups regarding the potential impacts of the Project on Aboriginal or treaty rights or asserted rights, including adverse impacts on hunting, trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to an Aboriginal Group, or on other interests, or any other concerns or issues regarding the Project;
- (j) Answering any reasonable questions to the extent of the Recipient's ability and receiving comments from the Aboriginal Groups, notifying Ontario of the nature of the questions or comments received and maintaining a chart showing the issues raised by the Aboriginal Groups and any responses the Recipient has provided;
- (k) Where an Aboriginal Group asks questions regarding the Project directly of Ontario, providing Ontario with the information reasonably necessary to answer the inquiry, upon Ontario's request;
- (l) Subject to paragraph (o) below, where appropriate, discussing with the Aboriginal Groups potential accommodation, including mitigation of potential impacts on Aboriginal or treaty rights, asserted rights or associated interests regarding the Project and reporting to Ontario any comments or questions from the Aboriginal Groups that relate to potential accommodation or mitigation of potential impacts;
- (m) Consulting regularly with Ontario during all discussions with Aboriginal Groups regarding accommodation measures, if applicable, and presenting to Ontario the results of such discussions prior to implementing any applicable accommodation measures;
- (n) Complying with Ontario's direction to take any actions, including without limitation, suspension or termination of the Project, as Ontario may require; and

- (o) Providing in any contracts with Third Parties for the Recipient's right and ability to respond to direction from Ontario as Ontario may provide.

E.3.2 Acknowledgement By Recipient. The Recipient hereby acknowledges that, notwithstanding section 11.2 of the Agreement, Ontario, any provincial ministry having an approval role in relation to the Project, or any responsible regulatory body, official, or provincial decision-maker, may participate in the matters and processes enumerated therein as they deem necessary.

E.3.3 Recipient Shall Keep Records And Share Information. The Recipient shall carry out the following functions in relation to record keeping, information sharing and reporting to Ontario:

- (a) Provide to Ontario, upon request, complete and accurate copies of all documents provided to the Aboriginal Groups in relation to the Project;
- (b) Keep reasonable business records of all its activities in relation to consultation and provide Ontario with complete and accurate copies of such records upon request;
- (c) Provide Ontario with timely notice of any Recipient mailings to, or Recipient meetings with, the representatives of any Aboriginal Group in relation to the Project;
- (d) Immediately notify Ontario of any contact by any Aboriginal Groups regarding the Project and provide copies to Ontario of any documentation received from Aboriginal Groups;
- (e) Advise Ontario in a timely manner of any potential adverse impact of the Project on Aboriginal or treaty rights or asserted rights of which it becomes aware;
- (f) Immediately notify Ontario if any Aboriginal archaeological resources are discovered in the course of the Project;
- (g) Provide Ontario with summary reports or briefings on all of its activities in relation to consultation with Aboriginal Groups, as may be requested by Ontario; and
- (h) If applicable, advise Ontario if the Recipient and an Aboriginal Group propose to enter into an agreement directed at mitigating or compensating for any impacts of the Project on Aboriginal or treaty rights or asserted rights.

E.3.4 Recipient Shall Assist Ontario. The Recipient shall, upon request lend assistance to Ontario by filing records and other appropriate evidence of the activities undertaken both by Ontario and by the Recipient in consulting with Aboriginal Groups in relation to the Project, attending any regulatory or other hearings, and making both written and oral submissions, as appropriate, regarding the fulfillment of Aboriginal consultation responsibilities by Ontario and by the Recipient, to the relevant regulatory or judicial decision-makers.

PART E.4 – NO IMPLICIT ACKNOWLEDGEMENT

E.4.1 No Acknowledgment Of Duty To Consult Obligations. Nothing in this Schedule shall be construed as an admission, acknowledgment, agreement or concession by Ontario or the Recipient, that a Section 35 Duty applies in relation to the Project, nor that any responsibility set out herein is, under the Constitution of Canada, necessarily a mandatory

aspect or requirement of any Section 35 Duty, nor that a particular aspect of consultation referred to in section 1.2 hereof is an aspect of the Section 35 Duty that could not have lawfully been delegated to the Recipient had the Parties so agreed.

PART E.5 – GENERAL

E.5.1 No Substitution. This Schedule shall be construed consistently with but does not substitute for any requirements or procedures in relation to Aboriginal consultation or the Section 35 Duty that may be imposed by a ministry, board, agency or other regulatory decision-maker acting pursuant to laws and regulations. Such decision-makers may have additional obligations or requirements. Nonetheless, the intent of Ontario is to promote coordination among provincial ministries, boards and agencies with roles in consulting with Aboriginal Groups so that the responsibilities outlined in this Agreement may be fulfilled efficiently and in a manner that avoids, to the extent possible, duplication of effort by Aboriginal Groups, the Recipient, Ontario, and provincial ministries, boards, agencies and other regulatory decision-makers.

PART E.6 – NOTICE AND CONTACT

E.6.1 Notices In Relation To Schedule. All notices to Ontario pertaining to this Schedule shall be in writing and shall be sent to the person identified under Part B.5 of Schedule B.

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SCHEDULE “F” COMMUNICATIONS PROTOCOL

PART F.1 – INTRODUCTION

F.1.1 Purpose of Communications Protocol. This Communications Protocol (Protocol) outlines the respective responsibilities and the working relationship between the Parties to this Agreement as they relate to all communications by the Parties regarding funding received in relation to the Project.

F.1.2 Application of Communications Protocol. This Protocol applies to all communications activities related to any funding the Recipient receives under this Agreement. Communications activities may include, but are not limited to:

- Project signage
- Media events and announcements, including news conferences, public announcements, official events or ceremonies, news releases
- Printed materials
- Websites
- Photo compilations
- Award programs
- Awareness campaigns

PART F.2 – PROJECT SIGNAGE

F.2.1 Project Signage: The Recipient shall, at Ontario’s request, provide acknowledgement of the provincial contribution to the Project. Sign design, content and installation guidelines will be provided by Ontario.

F.2.2. Permanent Plaque. Where the Recipient decides to install a permanent plaque or other suitable marker with respect to a Project, it must recognize the provincial contribution to the Project and be approved by Ontario prior to installation.

F.2.3 Installation of Signage. The Recipient is responsible for the production and installation of Project signage, unless otherwise agreed upon in writing prior to the installation of the signage.

PART F.3 – MEDIA EVENTS

F.3.1 Requesting Media Events. The Recipient or Ontario may request a media event, announcement or recognition of key milestones related to Project. In requesting a media event or an announcement, the Party requesting the event will provide at least twenty (20) Business Days’ notice to the other Party of its intention to undertake such an event. The event will take place at a date and location that is mutually agreed to by the Parties. The Parties will have the opportunity to participate in such events through a designated representative. Each participant will choose its designated representative.

F.3.2 Approval Of Communications. All joint communications material related to media events and announcements must be approved by Ontario and recognize the funding provided by Ontario.

F.3.3 Media Events. Media events and announcements include but are not limited to:

- News conferences
- Public announcements
- Official events or ceremonies
- News releases

PART F.4 – PRINTED MATERIALS, WEBSITE, PHOTO COMPILATIONS, AWARD PROGRAMS AND AWARENESS CAMPAIGNS

F.4.1 Messaging About Project. With prior consultation with Ontario, the Recipient may include messaging in its own communications products and activities with regards to the Project. When undertaking such activities, the Recipient shall provide the opportunity for Ontario to participate and shall recognize the funding provided by Ontario.

PART F.5 – ISSUES MANAGEMENT

F.5.1 Sharing Information. The Recipient shall share information promptly with Ontario should significant emerging media, Project or stakeholder issues relating to a Project arise. Ontario will advise Recipients, when appropriate, about media inquiries concerning the Project.

PART F.6 – COMMUNICATING SUCCESS STORIES

F.6.1 Communicating About Project. The Recipient agrees to communicate with Ontario for the purposes of collaborating on communications activities and products including but not limited to success stories and features relating to the Project.

F.6.2 Ontario's Right To Publicize Information About Project. The Recipient acknowledges and agrees that Ontario may publicize information about the Project. Ontario agrees it will use reasonable efforts to consult with the Recipient about Ontario's publication about the Project prior to making it.

PART F.7 - DISCLAIMER

F.7.1 Disclaimer. If the Recipient publishes any material of any kind relating to the Project or the Connecting Links Program, the Recipient shall indicate in the material that the views expressed in the material are the views of the Recipient and do not necessarily reflect Ontario's views.

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**SCHEDULE “G”
REPORTING REQUIREMENTS**

PART G.1 – REPORTS REQUIREMENTS

The following Reports are to be provided in full in the corresponding format provided hereafter and with such content as is satisfactory to Ontario:

	Name of Report and Details Required	Due Date
1.	Contract Award Report - a Report from council including a resolution or bylaw authorizing the award of the first contract to initiate the project.	Within fifteen (15) Business Days of a council resolution and no later than June 30, 2021.
2.	Revised Budget Report must be based on tenders awarded to complete the Project including: (i) first contract for project as part of the Milestone 1 Report, (ii) after award for detail design (if not first contract), and (iii) after award of construction. The Recipient shall use the form set out in Part G.2 of Schedule “G” of the Agreement.	Within fifteen (15) Business Days of a council resolution authorizing the contract award.
3.	Progress Report - The Recipient shall use the form set out in Part G.3 of Schedule “G” of the Agreement.	Twice a year by January 15 and July 15 for the Term of the Agreement.
4.	Substantial Completion Report – The recipient shall use the form set out in Part G.4 along with a Revised Budget Report using the form set out in Part G.2 of Schedule “G” of the Agreement.	Within fifteen (15) Business Days of the Project Completion Date set out in Part B.3 of Schedule “B” of the Agreement (no later than December 31 st of the fiscal year of Project Completion).
5.	Final Report - including statement of final incurred eligible expenses validated by invoices and/or payment certificates. The Recipient shall use the form set out Part G.5 of Schedule “G” of the Agreement.	Within sixty (60) Business Days of the Project Completion or no later than March 8 of the fiscal year of Project Completion.
6.	Other Reports or information as may be directed by Ontario from time to time, if any	On or before a date directed by Ontario.

SCHEDULE “G” Continued

PART G.2 – REVISED BUDGET REPORT

REVISED BUDGET REPORT

This report will contain a revised budget for the Project based on Total Net Eligible Expenses after award of (i) first contract for project as part of the Milestone 1 Report, (ii) after award for detail design (if not first contract), and (iii) after award of construction. This report should be submitted to the ministry within 15 days of award of tender.

Recipient Municipality Name	
Project Name	

REVISED PROJECT COSTS

	ORIGINAL BUDGET (From Application)	REVISED BUDGET	VARIANCE
Environmental Assessment/Permits			
Engineering/Design			
Project Management/Contract Administration			
Construction			
Miscellaneous			
Total			
Less Any Actual or Potential HST Rebates			
REVISED TOTAL NET ELIGIBLE COSTS			

VARIANCE EXPLANATION

In cases where revised costs have a variance of 15% or more than the original budget (from application), please provide an explanation. If more space required, attach additional page.

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PROJECT CERTIFICATION

As the payment certifier or chief financial officer for my municipality [Full Legal Name below] _____, I hereby certify that the revised Project Budget figures set out above are true to the best of my knowledge, information and belief.

Signature:	
Name:	
Title:	
Phone Number:	
Date:	

SCHEDULE “G” Continued

PART G.3 – PROGRESS REPORT



PROGRESS REPORT

For projects to be completed in 2021-22, a progress report is due on or before July 15, 2021. For projects of two or three years to complete, this report is due twice a year on or before January 15 and July 15 for the term of the Agreement. Please contact your local Ministry of Transportation office should you have any questions filling in this report.

Recipient Municipality Name	
Project Name	

Key Dates:

Date	Forecasted	Actual
Total Eligible Project Costs to Date		
Less Any Actual or Potential HST Rebates		
TOTAL NET ELIGIBLE COSTS to Date		
Start Date of Detail Design (if applicable)		
End Date of Detail Design (if applicable)		
Start Date of Construction (if applicable)		
End Date of Construction (if applicable)		
Substantial Completion Date		

<i>Please provide information in format below and attach to this report.</i>			
Description of Activities	Activity Status (On, Ahead, or Behind Schedule)	Issues to Date and Actions Taken to Resolve Issues	Confirm Expected Completion Date of Activity

SCHEDULE “G” Continued

Other Progress to date
<i>Include any communications events, and communications sent/received (oral or written) from any Aboriginal Groups, please include dates, where applicable or available</i>
Variance from original approved Project (if any)
<i>If so, explain why and by when?</i>

Attestation by Authorized Official:

I, _____ confirm that my municipality is in compliance with the terms and conditions found in the Agreement for this Project.

Name: _____

Title: _____

Date: _____

SCHEDULE “G” Continued

PART G.4 – SUBSTANTIAL COMPLETION



SOLEMN DECLARATION OF SUBSTANTIAL COMPLETION

Recipient Municipality Name: _____

Project Name: _____

In the matter of the Agreement entered into between, Her Majesty the Queen in right of Ontario, as represented by the Minister of Transportation and the above-noted Recipient, on _____, 20__ (date) I, _____ a _____ (Registered Engineer or Architect, Municipal Official) in the Province of Ontario, do solemnly declare as follows:

1. That I am the _____ (title, department, organization), and as such have knowledge of the matters set out herein;
2. That the work identified for the Project (above) funded through the above-mentioned Agreement _____ (has / has not) been Substantially Completed as described in Schedule C, dated _____ on the _____ day of _____ 20__.
3. That the value (dollar amount) of substantially completed work on the Project, by _____, 20__ (date) is _____ (dollars).
4. That the work
 - a. was carried out by _____ (the prime contractor), between _____ (start date) and _____ (completion date);
 - b. was supervised and inspected by qualified staff;
 - c. conforms with the plans, specifications and other documentation for the work; and
 - d. conforms with applicable environmental legislation, and appropriate mitigation measures have been implemented.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the CANADA EVIDENCE ACT.

Declared before me at the _____

Of _____

in the _____

of _____ this _____

day of _____ A.D. 20__

(Deponent)

A Commissioner etc.

This declaration must be sworn before a commissioner for oaths, notary public or justice of the peace

SCHEDULE “G” continued

PART G.5 – FINAL REPORT



FINAL REPORT

*Final Reports are to be completed and submitted to MTO **within sixty (60) Business Days of the Project Completion and no later than March 8 of fiscal year of Project Completion.** Please contact your local Ministry of Transportation office should you have any questions filling in this report.*

Attach Payment certificate(s) (these may include unpaid holdbacks) and other third party invoices incurred for the Project. Where applicable, indicate any portion of the costs on such invoices which are Ineligible Costs as per section D.2 of Schedule “D”.

Municipality Name:
Project Name:

Section 1. Project Details

Dates	Forecasted	Actual
Construction Start Date		
Construction End Date		

Project Variances (if applicable)

Has your Project experienced any variances in scope, budget or schedule? Please describe and provide a rationale.

SCHEDULE “G” continued

Section 2. Financial Information

Budget Item	Budgeted Cost	Actual Cost
Eligible Project Costs	\$	\$
Less HST Rebate	\$	\$
TOTAL NET ELIGIBLE COST	\$	\$
Total Interest Earned on Funds		\$

For all invoices attached, please provide information in format below and attach to this report.

Work Description	Invoice #	Invoice Date	Invoice Period		Vendor	Total Amount (A)	HST	HST Rebated (B)	Net Eligible Cost (A-B)
			From	To					
TOTAL									\$

SCHEDULE “G” continued

Section 3. Project Outcomes and Benefits

<p>1. What were the objectives of your Project? <i>(Select any that apply)</i></p>		
<p><input type="checkbox"/> Address safety related issues</p> <p><input type="checkbox"/> Extend service life</p> <p><input type="checkbox"/> Improve pavement condition</p> <p><input type="checkbox"/> Improve drainage (cross-fall, curb and gutter, storm sewer, etc.)</p> <p><input type="checkbox"/> Improve underground infrastructure (watermain, sanitary sewer, utilities, etc.)</p> <p><input type="checkbox"/> Other (describe below)</p>		
<p>2. Describe how the work completed achieves these objectives. Please include quantitative information where possible e.g., extended service life in terms of additional years, improvement in road condition rating, lane-km in good condition, etc. <i>If required, you may attach information on separate page and attach to this report.</i></p>		
<p>3. Describe any economic or other benefits of the project for your community. <i>If required, you may attach information on separate page and attach to this report.</i></p>		
<p>4. Please confirm that your connecting link and project improvements will be included in your asset management plan and when the updated plan will be available.</p>		
<p><input type="checkbox"/> Yes, I confirm that our connecting link and the project improvements will be included in my municipality’s updated asset management plan.</p> <p>I expect our updated plan will be completed and publically posted by: [Month] [Year]</p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <tr> <td style="width: 100px; height: 20px;"></td> <td style="width: 50px; text-align: center;">20</td> </tr> </table>		20
	20	

SCHEDULE “G” continued

Section 4. Aboriginal Duty to Consult

Please provide particulars as to how the requirements have been met under Section 11 and Schedule “E” of the Agreement.

Please indicate:

Declaration required for the Project:

There have been communications from Aboriginal Groups and/or items of cultural significance to Aboriginal Groups were located with respect to this Project. Yes No

**If you responded “Yes” to the above, please complete the following:
Declaration required for Project with additional Duty to Consult requirements, as identified by Ontario**

Notice about this Project, as well as a full Project description, was provided to identified Aboriginal Groups making them aware of the opportunity to provide comments about the Project and its potential impacts Yes No

A copy of any correspondence/information between the Recipient and any Aboriginal Groups was forwarded to the Province of Ontario. Yes No

The Province of Ontario was made aware of any issue(s) identified by any Aboriginal Groups Yes No

Section 5. Confidentiality, Certification and Signature

Confidentiality

Information submitted in this Final Report to Ontario will be subject to the *Freedom of Information and Protection of Privacy Act*. **Any information submitted in confidence should be clearly marked “CONFIDENTIAL” by the Recipient.** Inquiries about confidentiality should be directed to the Rural Programs Branch.

Certification

I certify that:

1. The Project as described in the Agreement has been completed;
2. The Recipient is in compliance with all of the terms and conditions of the Agreement for the Project;
3. Any interest earned (as noted in Section 2) has been used for Eligible Costs associated with the Project or has been or will be remitted to the Ministry; and
4. There have been no overpayments by Ontario or any other organization or government in relation to the Project.

The official noted below warrants that these statements are true as of the date indicated.

<i>NAME OF AUTHORIZED OFFICIAL:</i>	
<i>TITLE:</i>	
<i>DATE:</i>	

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

BY-LAW NUMBER 061-21

**BEING A BY-LAW TO EXEMPT LANDS FROM PART LOT
CONTROL WILLIAM BRETT REEVES**

WHEREAS:

- A. Subsection 50(7) of the Planning Act, R.S.O. 1990, c.P.13 (the Act) provides that council may by by-law provide that Subsection (5) does not apply to such land within a registered plan of subdivision as designated by the by-law.
- B. Subsection (7.1) provides that a by-law passed under Subsection (7) does not take effect until it has been approved by the approval authority for purposes of Sections 51 and 51.1 of the Act.
- C. The County of Wellington is the approval authority for the purposes of such sections.
- D. A by-law passed under Subsection (7) may provide that the by-law expires at the expiration of the time period specified in the by-law.

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

- 1. Subsection 50(5) of the Planning Act shall not apply to the following lands during the time that this by-law is in effect:

Lot 24, Plan 61M-218, being shown as Parts 1 and 2 on 61R-21985
Township of Wellington North, County of Wellington PIN 21060-0393
- 2. This by-law shall become effective upon the endorsement by The Corporation of the County of Wellington of its said approval of the by-law.

3. This by-law shall expire upon the expiration of three years following the date of its passage by council.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 25TH DAY OF MAY 2021**

ANDREW LENNOX MAYOR

KARREN WALLACE, CLERK

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

BY-LAW NUMBER 062-21

**BEING A BY-LAW TO AUTHORIZE A SEWAGE ALLOCATION
AGREEMENT BETWEEN THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH AND CACHET
DEVELOPMENTS (ARTHUR) INC.**

WHEREAS the Corporation of the Township of Wellington North and Cachet Developments (Arthur) 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 25TH DAY OF MAY, 2021**

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

SEWAGE ALLOCATION AGREEMENT

THIS AGREEMENT made this 25th day of May, 2021.

B E T W E E N:

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

(the “Township”)

- and -

CACHET DEVELOPMENTS (ARTHUR) INC.

(the “Owner”)

WHEREAS:

- A. The Owner is the owner of the lands described in Schedule “A” (the “Owner’s Lands”);
- B. The Township has passed a resolution approving the 39 sewage allocation units and requires the Owner to enter into this agreement pursuant to the Township’s Sewage Allocation Policy; and,

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 39 sewage allocation units for the Development Lands allocated over the following time periods:
 - a. 39 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 25, 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 39 sewage allocation units to builders within the Development Lands with the prior written approval of the Township.
 - (ii) The 39 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.

**CACHET DEVELOPMENTS (ARTHUR)
INC.**

Ramsey Shaheen - President

I/we have the authority to bind the corporation

DEVELOPER'S MAILING ADDRESS: 361 Connie Crescent, Suite 200, Concord ON L4K 5R2

DEVELOPER'S PHONE NUMBER: 647-283-1405

DEVELOPER'S EMAIL ADDRESS:

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 3 S/S DOMVILLE ST SURVEY CROWN ARTHUR VILLAGE; PT PKLT 4 S/S DOMVILLE ST SURVEY CROWN ARTHUR VILLAGE PT 3 60R1199; WELLINGTON NORTH

PIN: 71096 - 0067 LT

LRO #61

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

BY-LAW NUMBER 063-21

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

WHEREAS the Corporation of the Township of Wellington North and Arthur Green Developments 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 25TH DAY OF MAY, 2021**

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

SEWAGE ALLOCATION AGREEMENT

THIS AGREEMENT made this 25th day of May, 2021.

B E T W E E N:

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

(the “Township”)

- and -

Arthur Green Developments Inc.

(the “Owner”)

WHEREAS:

- A. The Owner is the owner of the lands described in Schedule “A” (the “Owner’s Lands”);
- B. The Township has passed a resolution approving the 12 sewage allocation units and requires the Owner to enter into this agreement pursuant to the Township’s Sewage Allocation Policy; and,

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

1. Approval.

- (i) Upon the registration of the Site Plan Agreement, the Township shall grant provisional approval to the Owner for 12 sewage allocation units for the Development Lands allocated over the following time periods:
 - a. 12 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 25, 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 12 sewage allocation units to builders within the Development Lands with the prior written approval of the Township.
 - (ii) The 12 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.

ARTHUR GREEN DEVELOPMENTS INC.

Paolo Pambianchi - President

I/we have the authority to bind the corporation

DEVELOPER'S MAILING ADDRESS: P.O. Box 390, Bolton, ON L7E 5T3

DEVELOPER'S PHONE NUMBER: 647-527-4503

DEVELOPER'S EMAIL ADDRESS: nkompasgroup@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 LT 46 & 55 SURVEY CROWN ARTHUR VILLAGE, PTS 3, 5 & 7, 60R1487; S/T ROW OVER PT 7, 60R1487 AS IN RON55482; WELLINGTON NORTH

PIN: 71102 - 0132 LT

LRO #61

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

BY-LAW NUMBER 064-21

**BEING A BY-LAW TO AUTHORIZE A SUBDIVISION AGREEMENT
(MARLANNA HOMES INC. AITKEN)**

WHEREAS it is deemed expedient to enter into such an Agreement with Marlanna Homes Inc.:

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:

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

Property Identifier Number (PIN): 71060-0349 (LT)

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

1. The Corporation shall enter into a Subdivision Agreement with Marlanna Homes Inc. in the form, or substantially the same for as the draft Agreement attached hereto as Schedule 1.
2. The Mayor and the Clerk of the Corporation are hereby authorized and directed to sign the By-law to enter into the Agreement on behalf of the Corporation

3. And the Clerk be hereby directed to cause notice of the said Agreement to be registered on the title to the lands.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 25TH DAY OF MAY, 2021.**

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

SUBDIVISION AGREEMENT

Between

MARLANNA HOMES INC.

- and -

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

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

TOWNSHIP OF WELLINGTON NORTH

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TOWNSHIP OF WELLINGTON NORTH
SUBDIVISION AGREEMENT

THIS AGREEMENT made on the 25 day of May, 2021.

BETWEEN:

MARLANNA HOMES INC.

(the "Developer")

- and -

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

(the "Township")

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

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

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

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

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

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

SECTION 1 – ORDER OF PROCEDURE

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

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

SECTION 2 – LIST OF ATTACHED SCHEDULES

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

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

SECTION 3 – INSTALLATION OF SERVICES

3.1 General Obligations

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

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

3.2 Township’s Engineering, Planning and Legal Costs

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

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

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

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

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

3.3 Developer’s Engineer

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

3.3.1 to prepare designs;

3.3.2 to prepare and furnish all required drawings;

3.3.3 to prepare the necessary contract(s);

3.3.4 to obtain the necessary approvals in conjunction with the Township and the Ministry of the Environment, Conservation and Parks, and other authorities having jurisdiction;

3.3.5 to provide the field layout, the contract administration and the full time supervision of construction;

- 3.3.6 to maintain all records of construction and upon completion, to advise the Township Engineer of all construction changes and to prepare final “as constructed” drawings. Electronic (AutoCAD Release 2014 or later and Adobe Acrobat pdf) and hard copies of the “as constructed” drawings shall be submitted to the Township prior to the issuance of the Certificate of Final Acceptance (refer to current Township Municipal Servicing Standards for current as constructed drawing submission requirements);
- 3.3.7 to act as the representative of the Developer in all matters pertaining to the construction;
- 3.3.8 to provide co-ordination and scheduling to comply with the timing provisions of this Agreement and the requirements of the Township Engineer, for all works specified in this Agreement; and
- 3.3.9 to provide certification that the installation of services was in conformance to said plans, documents and specifications, such certification to be in a form acceptable to the Township Solicitor and the Township Engineer.

3.4 Works to be Installed

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

3.5 Approval of Plans

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

3.6 Notification of Commencement

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

3.7 Progress of Works

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

Township, then upon the Township giving seven (7) days written notice by prepaid registered mail to the Developer, the Township may, without further notice enter upon the Lands and proceed to supply all materials and to do the necessary work in connection with the installation of the Works, including the repair or reconstruction of faulty work and the replacement of materials not in accordance with the specifications, and to charge the cost thereof together with an engineering fee of ten percent (10%) of the cost of such materials and works to the Developer who shall forthwith pay the same upon demand. If the Developer fails to pay the Township within thirty (30) days of date on the bill, the money owing may be deducted from the cash deposit, letters of credit, or other securities. It is understood in the event that the Township must enter upon the Lands and have the Works completed or repaired as outlined above any or all original plans, documents and specifications prepared by the Developer's Engineer must be provided to the Township Engineer if required. It is understood and agreed between the parties hereto that such entry upon the Lands shall be as agent for the Developer and shall not be deemed for any purpose whatsoever, as an acceptance or assumption of the Works by the Township. The Township, in addition to all other remedies may refuse to issue building permits until the Works are completely installed in accordance with this Agreement and to the satisfaction of the Township.

3.8 Scheduling of Works

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

3.9 Contractor

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

3.10 Utility Costs and Charges

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

3.11 Access Roads

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

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

3.12 Movement of Fill

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

3.13 Damage to Existing Plant

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

3.14 Signs

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

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

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

3.15 Testing

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

3.16 Erosion and Silting Control

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

3.17 Emergency Access

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

3.18 Construction Refuse and Weeds

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

3.19 Dust Control

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

3.20 Street Names

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

3.21 Municipal Street Numbers

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

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

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

SECTION 4 – ACCEPTANCE OF WORKS

4.1 Stages of Construction and Services

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

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

4.2 Inspection and Preliminary Acceptance of Works

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

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

4.3 Final Acceptance of the Works

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

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

4.4 Acceptance During Winter Months

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

4.5 Use of Works by Township

The Developer agrees that:

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

4.6 Replacement of Survey Bars

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

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

4.7 Ownership of Services

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

SECTION 5 – MAINTENANCE OF WORKS

5.1 Maintenance of Works

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

5.2 Road Maintenance

5.2.1 The Developer will be responsible for the maintenance of the roads until final acceptance.

5.2.2 Summer maintenance shall include grading, dust control and general clean-up of the site.

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

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

5.3 Emergency Repairs

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

SECTION 6 – DRAINAGE AND LANDSCAPE DESIGN

6.1 Drainage

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

6.2 Preservation of Trees

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

6.3 Lots Unsuitable for Building

Any Lot which will require special attention in order to be serviced will be listed in Schedule "F" of this Agreement. Prior to the making of an application for the issuance of a building permit for any Lot listed in Schedule "F", the Developer's

Engineer must submit a letter to the Township Engineer outlining the measures to be taken to correct the problems on the Lots. This proposal must be approved prior to applying for a building permit.

6.4 Lot Grading

All Lands shown within the Plan shall be graded in general conformity with the Lot Grading Plan, including fill and excavation as required for the full width and length of the grades and levels, and to the specifications, requirements and satisfaction of the Township Engineer; provided that for residential Lots and Blocks, grading must be brought within zero decimal five (0.5) metres of the final grade and further residential development may complete the grading. All work done by the Developer must be of such a nature as to ensure that the integrity and intent of the overall Lot Grading Plan is functional until the Lands are fully developed.

6.5 Obligation to Complete Grading According to Lot Grading Plan

The Lands shall be graded in general conformity with the grades and elevations shown on the Lot Grading Plan and in compliance with Section 6.6.

6.6 Certified Building Lot Site Plan

Subject to Section 8.9 herein, no building shall be constructed on a Lot or Block within the Plan until:

- 6.6.1 a Building Lot Site Plan bearing the signature and seal of an Ontario Professional Engineer holding a Certificate of Authorization from Professional Engineers Ontario or who is employed by a partnership or corporation holding such Certificate of Authorization to offer professional engineering services to the public (the "Professional Engineer") or a Registered Ontario Land Surveyor who certifies thereon that it generally conforms with the Lot Grading Plan has been filed with the Chief Building Official of the Township showing:
 - 6.6.1.1 the proposed finished elevation of these lands at each corner of the Lot or Block;
 - 6.6.1.2 the proposed finished elevation of these lands at the front and rear of the building;
 - 6.6.1.3 the proposed finished elevations of the underside of the footings and the proposed finished height of the foundation of the building;
 - 6.6.1.4 the proposed finished elevation of any retaining walls, the proposed elevation of any walk-out onto these lands from the basement of the building, and the proposed elevation of any basement window openings;
 - 6.6.1.5 the proposed finished elevation and slope of any driveway and the proposed location of any swale or rear yard catch basin;
 - 6.6.1.6 any abrupt changes in the proposed finished elevation of these lands; and
 - 6.6.1.7 the Lot and Registered Plan number, the municipal address for the subject Lot or Block and the proposed location of the building thereon in relation to the Lot or Block boundaries.

6.6.2 The Developer hereby agrees that the existing property line grades abutting developed land are not to be altered or disturbed, except as approved otherwise by the Township Engineer.

6.7 Owner's Final Grading Certificate

6.7.1 No newly constructed building shall be occupied or used unless there is filed, prior to occupancy, in the case of substantial completion on or between June 1 and October 31, or,

6.7.2 by the following June 1, in the case of substantial completion on or between November 1 and May 31 next,

6.7.3 with the Township Chief Building Official an Owner's Final Grading Certificate in the form attached as Schedule "G" bearing the signature and seal of the Developer's Engineer at the Owner's expense verifying that the actual finished elevation and grading of these lands generally conform with the Lot Grading Plan and the Certified Building Lot Site Plan, and the Township has been reimbursed for the Township Engineer's charges for the Certificate.

6.7.4 If occupancy occurs between November 1 and May 31 next and an Owner's Final Grading Certificate as described in Section 6.7.3 is not filed prior to occupancy with the Township Chief Building Official, then the Owner shall provide the Township Chief Building Official with a written undertaking to file the Owner's Final Grading Certificate with the Township Chief Building Official by the following June 1.

6.7.5 If and when the Owner's Final Grading Certificate is accepted by the Township Chief Building Official that the Lands generally conform with the Lot Grading Plan and the Certified Building Lot Site Plan, the Damage/Lot Grading Deposit referred to in Section 8.9.8.1 is returnable to the Owner subject to the provisions of Section 6.7.6 and Section 8.9.8.2 of this Agreement.

6.7.6 The Owner agrees that, should drainage rectification or repairs to damaged municipal works become necessary in the absolute discretion of the Township, and the Owner fails to make such rectification when so instructed by the Township, the Township may, at its option, undertake the correction of such drainage and all costs over and above the two thousand five hundred dollar (\$2,500.00) deposit (See Section 8.9.8.1) shall be charged back to the Owner and shall include a management fee of fifteen percent (15%) of the cost of labour and material and shall be a charge against the Lot or Block for which regrading was carried out and shall be payable forthwith. The Owner agrees that neither it nor its successors or assigns will alter the grading or change the elevation or contour of the land except in accordance with drainage plans approved by the Township.

6.8 Obligation to Maintain Grading

After the building Lot or Block is graded in accordance with the Lot Grading Plan and the Certified Building Lot Site Plan, no change may be made to the actual

finished elevation and grading of the building Lot or Block in any way that results in a material alteration of drainage on or across the building Lot or Block or adjacent lands from that shown on the Lot Grading Plan for the adjacent lands or the Owner's Final Grading Certificate for the building Lot or Block. It is agreed and understood that subsection 51 (26) of the Planning Act, R.S.O. 1990, c.P.13 applies and the Township shall enforce this provision against the Developer and all subsequent owners of any Lot or Block, and in addition or alternatively the Township may, in the event that this subsection is contravened, direct that the contravention be remedied by the owner failing which the Township may proceed to remedy the contravention at the owner's expense and it is agreed that the cost thereof may be added to the tax roll and collected in the same manner as taxes.

6.9 Prevention of Surface Water Flow

The Developer and each subsequent owner shall not block, impede, obstruct or prevent the flow of surface water as provided for in the Drainage Plan, the Lot Grading Plan or the Certified Building Lot Site Plan over any Lot or Block by the construction, erection or placement thereon of any damming device, building, structure or other means. It is agreed and understood that subsection 51 (26) of the Planning Act, R.S.O. 1990, c.P.13 applies and the Township may enforce this provision against the Developer and all subsequent owners of any Lot or Block, and in addition or alternatively the Township may, in the event that this subsection is contravened, direct that the contravention be remedied by the owner failing which the Township may proceed to remedy the contravention at the owner's expense and it is agreed that the cost thereof may be added to the tax roll and collected in the same manner as taxes.

6.10 Erosion Control

The Developer shall construct silt fences or other facilities as required during construction to control overland flows from this Subdivision to ensure that mud, silt, construction debris, or other contaminant does not adversely affect abutting properties, all to the specifications of the Township Engineer.

6.11 Maintenance of Lot Grading

The facilities and works required by Section 6 shall be provided and maintained by the Developer or subsequent owner of each lot from time to time at such party's sole risk and expense.

SECTION 7 – LANDS TO BE CONVEYED

7.1 Lands for Municipal Purposes

The Developer shall convey in fee simple a good title free from encumbrances to the Township lands for municipal purposes other than roads, which shall be

mutually agreed upon by the Developer and the Township, or to make a cash payment in lieu thereof as stipulated by the Township and also to convey to the Township in fee simple, the 0.3-metre reserves and other lands required by the Township. The deeds/transfers for such lands are to be approved by the Township Solicitor and thereafter forthwith registered and deposited with the Township Clerk. The cost for preparation and registration of the said deeds/transfers shall be paid by the Developer. A list of lands for municipal purposes to be conveyed to the Township shall be set out in Schedule “H” of this Agreement. Where applicable Section 4.3 (Final Acceptance of the Works) must be complied with.

7.2 Easements

The Developer agrees to grant at its expense all such easements and rights-of-ways as may be required for the installation and supply of services to the Subdivision. The Developer shall provide evidence in writing to the Township that easements have been conveyed as required by other utility companies for telephone, natural gas or similar services. A list of easements and rights-of-ways to be granted to the Township shall be set out in Schedule “H” of this Agreement.

SECTION 8 – ADMINISTRATION

8.1 Voiding Agreement

In the event that the Plan is not registered within one (1) year from the date of the signing of this Agreement, the Township may at its option declare this Agreement to be null and void. All costs incurred shall be deducted from the deposit paid by the Developer to the Township pursuant to this Agreement or any other agreement between the Developer and the Township referred to herein.

8.2 Developer’s Expense

Every provision of this Agreement by which the Developer is obligated in any way shall be deemed to include the words “at the expense of the Developer” and “as approved or accepted by the Township”, unless specifically stated otherwise.

8.3 Phasing

8.3.1 The Township may instruct the Developer to construct the Works in particular phases suitable to it and the Developer must comply. If the Township does not so instruct the Developer, before commencement of any of the Works the Developer may request the Township’s permission to divide the area of the Subdivision into convenient phases.

8.3.2 If the construction of the Works is to be phased, then in lieu of furnishing securities as required in Section 9 of this Agreement for the whole of the Works the Developer may furnish the required securities for that part of the Works to be

constructed in each phase(s) subject to compliance with the provisions of Sections 8.3.3 to 8.3.6, both inclusive, of this Agreement.

8.3.3 The Land upon which the Works is to be constructed in a future phase shall be made subject to a specific Holding Zoning (“H”) provision by means of a by-law to be passed by the Township under Section 36 (1) of the Planning Act, R.S.O. 1990, c.P.13 at the Developer’s expense.

8.3.4 Prior to the commencement of the construction of the Works within the Land made subject to a Holding Zoning (“H”) provision under Section 8.3.3 of this Agreement and after the deposit with the Township of the securities as set out elsewhere in this Agreement for such Land along with a written request from the Developer, the Township shall at the Developer’s expense pass a by-law under the said Section 36 to remove the Holding Zoning (“H”) provision.

8.3.5 Before proceeding with an additional phase the Developer shall obtain the written approval of the Township and no Works shall be permitted to be installed and no building permits issued until this approval has been given in writing by the Township.

8.3.6 Unless Section 8.15 herein has been complied with, commencement of construction within any subsequent phases of this Subdivision, or other subdivisions of the Developer herein within the Township of Wellington North, may not proceed.

8.4 Developer’s Liabilities

Until the Township has issued the Certificate of Final Acceptance for the Works, the Developer shall indemnify the Township against all actions, causes of action, suits, claims and demands whatsoever which may arise either directly or indirectly by reason of the Developer undertaking the Plan.

8.5 Insurance

The Developer shall obtain and maintain in full force and effect a policy of comprehensive general liability insurance, providing coverage for a limit of not less than \$5,000,000.00 for each occurrence of a claim of bodily injury (including personal injury), death or property damage, including loss of use thereof, that may arise directly or indirectly out of the acts or omissions of the Developer. Such policy or policies shall be issued in the joint names of the Developer, the Township and the Township’s consulting engineer and the form and content shall be subject to the approval of the Township. The policy shall be in effect for the period of this agreement. The issuance of such policy or policies of insurance shall not be construed as relieving the Owner from responsibility for other or larger claims, if any, for which it may be held responsible. Proof of insurance shall be provided on an annual basis. The policy shall specify that it cannot be altered, cancelled or allowed to lapse unless prior notice by registered mail has been received thirty (30) days in advance by the Township.

8.6 Legal Notice to Developer

Any notice required to be given hereunder may be given by registered mail addressed to the Developer at its principal place of business and shall be effective as of the date of the deposit thereof in the Post Office.

8.7 Registration

The Developer consents to the registration of this Agreement upon the title to the Land both before and after registration of the Plan at the sole discretion of the Township and at the expense of the Developer.

8.8 Mortgagee Postponement and Subordination

The Developer covenants and agrees, at its own expense, to obtain and register such documentation from its mortgagees or encumbrance holders as may be deemed necessary by the Township to postpone and subordinate their interest in the lands to the interest of the Township to the extent that this Agreement shall take effect and have priority as if it had been executed and registered before the execution and registration of the document or documents giving to the mortgagees and/or encumbrance holders their interest in the lands.

8.9 Requirements for Building Permits

The approval of the Plan by the Township or the acceptance by the Township of the Works shall not be deemed to give any assurance that Township building permits, when applied for will be issued in respect of the Lots or Blocks shown on the Plan. Notwithstanding the foregoing, the Developer agrees that it, or anyone claiming title from it or under its authority, shall not apply for any building permits for Lots or Blocks within the Plan until the requirements hereinafter set out have been carried out to the satisfaction of the Township. It is agreed that a copy of this Section 8.9 shall be delivered by the Developer to each and every purchaser of land within the Plan and to each and every builder obtaining a building permit for any Lot or Block or part of a Lot or Block within the Plan and the Developer shall extract a covenant similar to this covenant from all such purchasers and builders. The Township shall have the right to refuse any such application until:

8.9.1 Preliminary Acceptance has been granted for Stage 1 and Stage 2 servicing for that phase of the Subdivision, and the lands and easements in Schedule "H" have been conveyed and granted to the Township;

8.9.2 the Developer has provided satisfactory documentation to the Township Engineer that Stage 3 of the Subdivision servicing will be completed within six (6) weeks of the date of the issuance of the building permit;

- 8.9.3 the Developer has provided sufficient documentation to the Township Engineer confirming that the remaining underground services, telephone, cable tv, and gas are being scheduled for installation;
- 8.9.4 approval of the Township has been obtained for the construction of any buildings to be erected on Lots or Blocks that may be listed in Schedule “F” hereto;
- 8.9.5 the signs denoting “Unassumed Roads” have been installed at the entrances to the Subdivision;
- 8.9.6 all dead trees within the limit of the Plan have been removed;
- 8.9.7 all street identification signs and traffic signs required by this Agreement have been installed and are in place; and
- 8.9.8.1 payment to the Township by cash or letter of credit in the amount of \$2,500.00 the Works Damage/Lot Grading Compliance Deposit (herein “Damage/Lot Grading Deposit”) provided for in Schedule “M” of which the sum of \$100.00 is non-refundable.
- 8.9.8.2 The balance of the Damage/Lot Grading Deposit shall be refundable in whole or in part after the building has been constructed and occupied, all required CCTV inspections have been completed and submitted with functionality results satisfactory to and approved by the Township, an Owner’s Final Grading Certificate has been filed with and accepted by the Township Chief Building Official and the required service connections have been made and all damages to the Works which form the subject matter of this Agreement resulting from house building and/or landscaping activities on the subject Lot or Block have been repaired to the satisfaction of the Township Chief Building Official and Township Manager of Public Works.
- 8.9.8.3 With respect to lot grading rectification and return of the Damage/Lot Grading Deposit, see also Section 6.7.6 of this Agreement.
- 8.9.8.4 With respect to repair of damage to the Works, in the event that the Owner fails to repair the damage to the Works when so instructed by the Township Chief Building Official or Township Manager of Public Works, the Township may, at its option, undertake the repair of such damage and all costs over and above the \$2,500.00 deposit shall be charged back to the Owner and shall include a management fee of fifteen percent (15%) of the cost of labour and material, shall be a charge against the Lot or Block for which repairs were carried out, and shall be payable forthwith;
- 8.9.9.1 payment to the Township by cash or letter of credit in the amount of \$2,000.00 the Trees/Driveway Ramp Deposit provided for in Schedule “M” of which the sum of \$100.00 is non-refundable.
- 8.9.9.2 The balance of the Trees/Driveway Ramp Deposit shall be refundable in whole or in part after any required trees have been planted on the public highway and the required driveway entrance ramp leading to the Lot has been completed, and in the event that the Owner fails to provide and complete the trees and the driveway ramp when so instructed by the Township Chief Building Official or Township

Manager of Public Works, the Township may, at its option, undertake the provision of the trees and driveway ramp and all costs over and above the \$2,000.00 deposit shall be charged back to the Owner and shall include a management fee of fifteen percent (15%) of the cost of labour and material, shall be a charge against the lot, and shall be payable forthwith;

8.9.10 payment to the Township by cash in the amount of the current applicable Development Charge(s) per Lot or Block in the Plan under the Development Charges By-law of the Township; and

8.9.11 a Certified Building Lot Site Plan has been filed with the Chief Building Official of the Township pursuant to Section 6.6.

8.10 Requirements for Occupancy

Subject to Section 8.11 herein, no building erected on the Lots or Blocks within the Plan shall be occupied until a Certificate of Inspection re: Readiness for Occupancy has been issued by the Township Chief Building Official and the said Certificate shall not be issued until:

8.10.1 preliminary Acceptance has been granted for Stage 3 servicing for the phase of the Subdivision including the Lot or Block;

8.10.2 the roadway from the entrance of the Subdivision to and including the Lot or Block of which the building is a part, has received the base course asphalt;

8.10.3 the electrical distribution plant including street lights have been installed and approved by Wellington North Power Inc. and any other applicable utility company;

8.10.4 the traffic and street signs have been installed and approved by the Township Engineer;

8.10.5 a certificate issued by an OLS has been given by the Township Chief Building Official that the building location is in compliance with the Zoning By-law of the Township;

8.10.6 subject to Section 6.7.4, Section 6.7 has been complied with (and the Township has been reimbursed for the charges described in Section 6.7.3) and the final grading of the Lot or Block is in conformity with the overall grading plan or such variances therefrom as have been approved by the Township Chief Building Official pursuant to Section 6.7.5;

8.10.7 the telephone lines and gas mains have been installed and certified by the Developer's Engineer; and

8.10.8 the Developer agrees that the preceding requirements in this Section 8.10 are in addition to and not in substitution of the requirements of the Ontario Building Code Act as amended and regulations thereunder with respect to certificates for occupancy.

8.11 Special Building Permits / Model Homes

Pursuant to Section 8.9 building permits are not obtainable until certain services are installed and approved by the Township Engineer. The Township agrees that if the Developer or a builder wishes to obtain a building permit prior to the installation of services, as set out in Section 8.9, a permit may be issued provided the Developer or builder has otherwise complied with this Section and has executed a No-Occupancy Agreement (Schedule "I") and the Township may require a deposit or Letter of Credit as a guarantee of no-occupancy. The Developer agrees that if occupancy is allowed by the Developer prior to completion of all the requirements as set out in Section 8.10, the deposit is immediately forfeited to the Township and the Township may consider this Agreement broken and immediately call any securities held under this Agreement. The Township may also require that the Developer or builder enter into an agreement with the Township to stipulate and define location and timing conditions for the construction of any model home or homes satisfactory to the Township.

8.12 Right to Enter into an Agreement

8.12.1 The Developer agrees not to call into question directly or indirectly in any proceedings whatsoever in law or in equity or before any administrative tribunal, the right to the Township to enter into this Agreement and to enforce each and every term, covenant and condition herein contained and this Agreement may be pleaded as an estoppel against the Developer in any such proceedings.

8.12.2 The Developer acknowledges that the Township is entering into this Agreement and approving the Plan on the express representation of the Developer that it and its successors and assigns shall observe and perform all the provisions of this Agreement and that the Township is of the opinion that the Plan would not be in the public interest if the Developer, its successors and assigns, the owner or owners from time to time of the land within the Plan were not obligated to observe and perform all the provisions hereof except to the extent the Township may lawfully change them.

8.13 Successors and Assigns

The covenants, agreement, conditions and undertakings herein contained on the part of the Developer shall run with the land and shall be binding upon it and upon its successors and assigns as owners and occupiers of the said lands from time to time.

8.14 Notification of Charges

8.14.1 The Developer shall in every Agreement of Purchase and Sale or Offer to Purchase pertaining to any Lot or Block within the Plan notify each purchaser of all of the payments to be made by the purchaser to the Township pursuant to this

Agreement and all of the provisions of this Agreement which shall continue in force after the completion of the sale.

- 8.14.2 The Developer shall in every Agreement of Purchase and Sale or Offer to Purchase pertaining to any Lot or Block within the Plan notify each purchaser that all persons who make first purchases of land within the plan of subdivision after final approval of the subdivision plan are informed, when the land is transferred, of all the development charges related to this plan of subdivision.

8.15 Scheduling, Progress and Completion

The Developer shall commence construction of services within eighteen (18) months of the signing of this Agreement or the registration of the Plan whichever is earlier. Within eighteen (18) months of the date of commencement of the servicing of any phase, the Developer shall complete the installation of the Stage 1, Stage 2 and Stage 3 services. Failure to adhere to the above schedule may result in the Township completing the Works in accordance with Section 3.7 of this Agreement. If the development is phased, the date for commencement of construction on the balance of the phases may be delayed for up to five (5) years. Failure to commence construction within the time schedule above may result in the Township declaring this Agreement to be null and void, and the Township may deem the Lands not to be a Plan of Subdivision.

8.16 No Township Liability

- 8.16.1 This Agreement and the provisions herein do not give the Developer or any person acquiring any interest in the land within the Plan (each hereinafter in this clause called "such person"), any rights against the Township or the Township Engineer with respect to the failure of any such person to perform any obligations under this Agreement or the failure of the Township to force such person to perform any obligations under this Agreement or any negligence of any such person in the performance of the said obligations.

- 8.16.2 The only duty and responsibility of the Township Engineer arising out of this Agreement is to the Township and this Agreement. Any work or services done or performed by the Township Engineer under this Agreement do not in any way create any liability on the part of the Township Engineer to the Developer or any person acquiring any interest in the land within the Plan.

8.17 Conflict

In the event of any conflict between or among the plans and specifications relating to the construction of the Works, the Township Engineer shall decide which provisions shall prevail.

8.18 Amendment

Without in any way limiting the rights of the Township, the Developer agrees that the Township may, with the consent of the then registered owner of any land within the Plan, amend this Agreement insofar as it specifically affects such land or any part thereof.

8.19 First Registration – Land Titles Act

The Plan shall not be registered before the title of the Developer to the land within the Plan has been registered pursuant to the provisions for First Registration under the Land Titles Act, R.S.O. 1990, c.L.5, and the appropriate evidence thereof has been registered.

8.20 Township Street Entrance Policy

The municipal streets which provide access to the Land within the Plan and that part of the Land within the Plan which will be assumed as municipal streets under this Agreement are hereby exempt from the Township street entrance policy.

SECTION 9 – FINANCIAL PROVISIONS

9.1 Development Charges, Drainage and Local Improvement Charges

9.1.1 Development Charges shall be paid in accordance with the current Development Charges By-law of the Township and this subsection. The Developer acknowledges and confirms that all charges, payments, works to be constructed or installed, studies to be carried out and all other obligations contained in this Agreement or the cost thereof (except where a charge is referred to herein as a “development charge”) are characterized as:

9.1.1.1 local services installed or provided at the expense of the Developer related to or within the Plan of Subdivision as a condition of approval under Section 51 of the Planning Act;

9.1.1.2 connections to water and sewer facilities installed at the expense of the Developer; and

9.1.1.3 services denoted on approved drawings/documents or specifically noted in this Agreement for which the Developer is making no claim for credits from the Development Charges By-law, and are not charges related to development within the meaning of the Development Charges Act, 1997 as amended.

9.1.2 The Developer covenants and agrees as follows:

9.1.2.1 ***Early DC Payment.*** If provided for in the current Development Charges By-law pursuant to Section 26 of the Development Charges Act, 1997, as amended, and only if required by the Township, to pay upon execution of this Agreement development charges for what are commonly known as “hard services” related to water supply, waste water, storm water drainage and control, highway and electrical power services as applicable.

9.1.2.2 **Regular DC Payment.** The Developer further covenants and agrees to pay all other Development Charges under the applicable Development Charges By-law of the Township, or under any other Development Charges By-law, if not paid earlier, at the time of Building Permit issuance in an amount to be calculated at the full rate applicable at the time of individual Building Permit issuance.

The Developer hereby releases and forever discharges the Township from any and all claims for credits against Development Charges payable hereunder or payable at the issuance of a Building Permit or permits for construction within the Plan of Subdivision and the Developer hereby waives all such claims for credits except for the credits that may be specified in any schedule forms part of this Agreement. Any such credits so specified in any schedule forming part of this Agreement. Any such credits so specified herein and the calculation thereof shall be deemed to be conclusive and binding on the Developer.

9.1.3 The Developer agrees to pay for all arrears of taxes outstanding against the property herein described before the approval of the said Plan is obtained. The Developer further undertakes and agrees to pay all taxes levied on the said lands on the basis and in accordance with assessment and collector's roll entries until such time as the lands herein being subdivided have been assessed and entered on the Collector's Roll according to the Registered Plan.

9.1.4 Before the Plan is approved the Developer agrees to commute and pay all charges made with respect to the Drainage Act, R.S.O. 1990, c.D.17, and the Municipal Act, 2001, S.O. 2001, c.25 including but not limited to charges or rates outstanding in respect of the Lands under any sewer rate and/or water rate by-law which are assessed against the Lands on the Plan. Before the Plan is approved the Developer agrees to compute and pay the Township's share of any charges made under the said Drainage Act, and the said Municipal Act, 2001 for facilities presently servicing the Lands and assessed against it.

9.2 Securities

Prior to registering this Agreement, the Developer shall deposit with the Township to cover the faithful performance of the contract for the installation of the said services and the payment of all obligations and contingencies arising thereunder the following securities (subject to Sections 8.3.1 and 8.3.2 regarding phasing if applicable):

9.2.1 cash in the amount of one hundred percent (100%) of the estimated cost of the said Works set out in Schedule "E" and as approved by the Township Engineer or the Township's Chief Administrative Officer; or

9.2.2 An irrevocable Letter of Credit from a chartered bank, issued in form and content satisfactory to the Township's Chief Administrative Officer, in the amount of one hundred percent (100%) of the estimated cost of the Works as set out in Schedule "E" and as approved by the Township Engineer or the Township's Chief Administrative Officer.

9.2.3 Prior to depositing the securities, the Developer's Engineer shall submit an estimate of the cost of the Works to the Township Engineer for approval. When the cost estimate has been approved it will be set out in Schedule "E" of this Agreement and will become the basis for the limits of these securities. In the event that the construction of the Works is to be done in phases pursuant to Section 8.3.1, then this subsection and Schedule "E" will apply to the first phase, and with respect to any subsequent phase Sections 8.3.4 and 8.3.5 shall apply and before commencing construction of any of the Works for any subsequent phase the Developer's Engineer shall submit an estimate of the cost of the Works for such phase to the Township Engineer for approval and when the cost estimate has been approved it will become the basis for the amount of the security required for each phase.

9.2.4 All Letters of Credit shall be for a minimum guaranteed period of one (1) year or such longer time as the Township may decide. All Letters of Credit referred to in this Section 9.2 shall contain the following clause:

"It is a condition of the Letter of Credit that it shall be deemed to be automatically extended without amendment from year to year from the present or any future expiration date hereof, unless at least thirty (30) days prior to the present or any future expiration date, we notify you in writing by registered mail that we elect not to consider this Letter of Credit to be renewable for any additional period."

9.2.5 Unless each and every Letter of Credit is renewed as noted above, no application for a building permit shall be made and the Township shall have the absolute right to prohibit occupancy of homes, whether partially or fully completed, from the said date thirty (30) days prior to the expiration of that Letter of Credit.

9.3 Reduction of Securities

9.3.1 An application for the reduction of security on deposit with the Township pursuant to Section 9.2 herein may be made no earlier than thirty (30) days after the commencement of construction of the Works and every thirty (30) clear days thereafter. Security reductions are to occur in conjunction with Preliminary Acceptance of the Stages of construction.

9.3.2 To obtain a reduction in security the Developer shall file with the Township Engineer a written application in accordance with Schedule "K" attached hereto.

9.3.3 The application shall include written confirmation from the Developer's Engineer:

- describing the Works constructed as at the date of the application and a calculation of the cost thereof;
- confirming that the Works have been installed by the Developer with full time supervision of the Developer's Engineer and in accordance with the requirements of this Agreement and schedules hereto; and

- describing the Works remaining to be completed as at the date of the application and a calculation of the estimated cost thereof.

9.3.4 The value of the reduction shall be determined by the Township Engineer who shall give a certificate to the Township Clerk and the Developer confirming the amount of the reduction of the security and the amount of the security remaining on deposit with the Township.

9.3.5 Subject to Sections 9.3.6 and 9.3.7 minimum security requirements, the value of the reduction shall be based upon a retained security requirement equal to the value of the Works remaining to be completed by the Developer plus twenty percent (20%) of the value of the Works completed to the date of the application.

9.3.6 Subject to any outstanding deficiencies or contingencies, and subject to Section 9.3.7, the Township throughout the maintenance period for each of the 4 stages shall hold as security the greater of ten percent (10%) of the estimate of the cost of the Works as set out in Schedule “E” for the applicable stage or thirty thousand dollars (\$30,000.00).

9.3.7 Upon receipt by the Township of a deposit or deposits for any Lot on the Plan as provided for in paragraph 1 on Schedule “M”, the Township shall reduce the security or the balance of it by an amount equal to the portion of the deposit or deposits included in the security at the time of the next reduction under Section 9.3.1. With respect to security reductions for a deposit or deposits for any Lot during any of the maintenance periods, the Developer shall be entitled from time to time to a security reduction equal to the deposits accumulated for no less than five (5) Lots provided that at least thirty (30) days have passed since the last reduction and the reduction will not reduce the security for any of the 4 stages for which a Certificate of Final Approval has not been issued below the minimum amount of thirty thousand dollars (\$30,000.00).

9.4 Statutory Declaration of Accounts Paid

The Developer agrees that upon applying for a discharge of securities or for a Certificate of Preliminary Acceptance for the services within the Subdivision, he shall supply the Township with a Statutory Declaration that all accounts for work and materials for said services have been paid except normal guarantee holdbacks and that there are no claims for liens or otherwise in connection with such work done or materials supplied for or on behalf of the Developer in connection with the Subdivision.

9.5 Construction Act, R.S.O. 1990, c.C.30

9.5.1 The Developer agrees that it will hold back in its payments to any contractor who may construct the services, such sums as are provided in accordance with the *Construction Act*, R.S.O. 1990, c.C.30, and will otherwise indemnify and save

harmless the Township against any claims, actions or demands for construction liens or otherwise in connection with the Works and all costs in connection therewith, and on the demand of the Township Solicitor will forthwith take such steps to immediately discharge all liens upon the services.

9.5.2 Notwithstanding anything to the contrary contained in this Agreement, the Developer hereby agrees that the filing of any liens pursuant to the said Construction Lien Act, with respect to the Lands, shall constitute a default by the Developer of the terms of this Agreement and shall entitle the Township to draw on any or all of the security referred to in Section 9.2 of this Agreement and to utilize said draw to make payment into Court of the holdback together with costs.

9.6 Partial Release

9.6.1 Upon receipt of confirmation from the Township Engineer and upon being satisfied that the obligations of the Developer under this Agreement have been performed, with the exception of the lot grading requirements included in Section 6, the Clerk shall execute a partial release of this Agreement, in the form attached hereto as Schedule “K”, and the delivery and registration of such partial release shall constitute a full and final release of the obligations of the Developer under this Agreement, with the exception of lot grading requirements included in Section 6, with respect to the lot or lots named therein.

9.6.2 Notwithstanding the foregoing, the Clerk shall not be required to execute a partial release until the various services have been completed in accordance with the terms of this Agreement and the plans and specifications provided for herein.

SECTION 10 – SPECIAL PROVISIONS AND EXCEPTIONS

10.1 The Developer and the Township agree that the provisions set forth in the attached Schedule “M” form an integral part of this Agreement, and further that variations and exceptions from the standard provisions of this Agreement, if any, are set out in Schedule “M”.

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SECTION 11 – SIGNATURES

THIS AGREEMENT shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

THE CORPORATION OF THE TOWNSHIP OF
WELLINGTON NORTH

Andrew Lennox, Mayor

Karren Wallace, Clerk
We have authority to bind the Corporation.

MARLANNA HOMES INC.

Shawn Aitken, (TITLE)
I have authority to bind the Corporation.

DEVELOPER'S MAILING ADDRESS: 9331 Road 1 North, RR 1, Harriston, ON, N0G 1Z0

DEVELOPER'S PHONE NUMBER: 519-323-8581

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

SCHEDULE "A" OF THE SUBDIVISION AGREEMENT**DESCRIPTION OF LANDS BEING SUBDIVIDED**

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

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

Property Identifier Number (PIN): 71060-0349 (LT)

LRO #61 (Wellington)

DRAFT

SCHEDULE "B" OF THE SUBDIVISION AGREEMENT**IDENTIFICATION OF DRAFT PLAN**

County of Wellington File No. 23T-17001, as last revised September 19, 2017 and prepared by Astrid J. Clos Planning Consultants with the property boundary certified by Wilson-Ford Surveying & Engineering.

DRAFT

SCHEDULE "C" OF THE SUBDIVISION AGREEMENT**Township of Wellington North Municipal Servicing Standards**

All Works within the Plan shall be installed by the Developer as provided in the Agreement, including Schedules, to which this Schedule is attached and in compliance with the current municipal Servicing Standards of the Township of Wellington North.

DRAFT

SCHEDULE “D” OF THE SUBDIVISION AGREEMENT

WORKS TO BE CONSTRUCTED

The Works to be constructed as detailed in the drawings and documents list below:

DOC. NO.	DOCUMENT NAME	LAST REVISION DATE	PREPARED BY
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CIVIL

00	Cover Sheet	April 2019	Triton Engineering Services Limited
01	Erosion and Sediment Control, and Removals Plan	April 22, 2019	Triton Engineering Services Limited
02	General Servicing Plan	April 22, 2019	Triton Engineering Services Limited
03	Lot Grading Plan	April 22, 2019	Triton Engineering Services Limited
04	Plan and Profile Newfoundland Street STA. 0+000 to STA. 0+159	April 22, 2019	Triton Engineering Services Limited
05	Storm Sewer Drainage Plan	April 22, 2019	Triton Engineering Services Limited
06	Sanitary Sewer Drainage Plan	April 22, 2019	Triton Engineering Services Limited
07	Dry Pond Design	April 22, 2019	Triton Engineering Services Limited
08	Pond Sections and Details	April 22, 2019	Triton Engineering Services Limited
09	Notes, Details and Sections	April 22, 2019	Triton Engineering Services Limited
10	Composite Utility Plan	April 22, 2019	Triton Engineering Services Limited

ELECTRICAL

TRT-005-SH1	Electrical Distribution Design	March 1, 2019	UTS Consultants
TRT-005-SH2	Row and Trench Detail	March 1, 2019	UTS Consultants
TRT-005-SH3	Street Lights Schematics	March 1, 2019	UTS Consultants
TRT-005-SH4	Photometric Results	March 1, 2019	UTS Consultants
TRT-005-SH5	Lighting Material	March 1, 2019	UTS Consultants

LIST OF REPORTS & ATTACHMENTS

Stormwater Management Report	July 2018	Triton Engineering Services Limited

LIST OF LETTERS & APPROVALS

Environmental Compliance Approval	February 26, 2019	Ministry of the Environment, Conservation and Parks
Electrical Distribution, Street Lighting & Composite Utility Plan Approval	March 5, 2019	Wellington North Power

SCHEDULE “E” OF THE SUBDIVISION AGREEMENT

ITEMIZED ESTIMATE OF COSTS OF CONSTRUCTION
OF EACH PART OF THE WORKS

Cost estimate is dated the 15th day of May, 2019 prepared by Triton Engineering.

Marlanna Homes

Construction Cost Estimate - Engineers Estimate

Date: May 15, 2019

Subdivision

Triton Job # - A6828A



ITEM NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL PRICE
SECTION I - ROADS & DRAINAGE					
1.01	Traffic Control	100%	L.S.	\$ 2,500.00	\$ 2,500.00
1.02	Supply, Excavate For and Install Mud Mat	1	Each	\$ 1,500.00	\$ 1,500.00
1.03	Tree Removal	4	Each	\$ 1,250.00	\$ 5,000.00
1.04	Clearing and Grubbing	100%	L.S.	\$ 3,500.00	\$ 3,500.00
1.05	Supply and Install Light Duty Silt Fence Barrier (OPSD-219.110)	580	m	\$ 13.50	\$ 7,830.00
1.06	Supply and Install Straw Bale Check Dam	6	Each	\$ 200.00	\$ 1,200.00
1.07	Earth Excavation (Grading)	7600	m ³	\$ 12.00	\$ 91,200.00
1.08	Stripping and Stockpiling Topsoil	3145	m ³	\$ 5.00	\$ 15,725.00
1.09	Supply and Install Temporary 450mm Culvert (Includes Removal)	12	m	\$ 250.00	\$ 3,000.00
1.10	Supply, Excavate For and Install 450 mm Diameter Concrete Storm Sewer	8	m	\$ 325.00	\$ 2,600.00
1.11	Supply, Excavate For and Install 375 mm Diameter Storm Sewer	40.2	m	\$ 225.00	\$ 9,045.00
1.12	Supply, Excavate For and Install 300 mm Diameter Storm Sewer	72.2	m	\$ 200.00	\$ 14,440.00
1.13	Supply, Excavate For and Install 250 mm Diameter Storm Sewer	40	m	\$ 190.00	\$ 7,600.00
1.14	Supply, Excavate For and Install 100 mm Diameter Perforated Corrugated Plastic Sub-Drain With Geotextile	345	m	\$ 20.00	\$ 6,900.00
1.15	Supply, Excavate For and Install 100 mm Diameter (DR-28, PVC) Storm Service	24	Each	\$ 1,500.00	\$ 36,000.00
1.16	Construct 1500 mm Diameter Twin Inlet Catchbasin Maintenance Hole (OPSD-701.011)	1	Each	\$ 5,200.00	\$ 5,200.00
1.17	Construct 1200 mm Diameter Maintenance Hole (OPSD-701.010)	2	Each	\$ 5,000.00	\$ 10,000.00
1.18	Construct 1200 mm Diameter Catchbasin Maintenance Hole (OPSD-701.010)	1	Each	\$ 5,000.00	\$ 5,000.00
1.19	Construct 600 mm x 600 mm Catchbasin (OPSD-705.010)	4	Each	\$ 2,200.00	\$ 8,800.00

Marlanna Homes
Subdivision

Construction Cost Estimate - Engineers Estimate

Date: May 15, 2019



Triton Job # - A6828A

ITEM NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL PRICE
1.20	Supply and Install Catchbasin Frame and Grate (OPSD-400.110)	9	Each	\$ 375.00	\$ 3,375.00
1.21	Adjust and Rebuild Maintenance Holes to Finished Asphalt Grade	2	Each	\$ 650.00	\$1,300.00
1.22	Supply and Install M.H. Frame and Cover (OPSD-401.010 Type B)	2	Each	\$ 375.00	\$ 750.00
1.23	Granular "B", Type 1	2400	Tonne	\$ 15.00	\$ 36,000.00
1.24	Granular "A"	800	Tonne	\$ 20.00	\$ 16,000.00
1.25	Calcium Chloride	1600	Kg	\$ 1.50	\$ 2,400.00
1.26	Water For Compaction and Dust Control	80	m ³	\$ 10.00	\$ 800.00
1.27	Mountable Concrete Curb and Gutter (OPSD- 600.100)	310	m	\$ 45.00	\$ 13,950.00
1.28	Concrete Sidewalk (OPSD-310.010, 310.020, & 310.030)	180	m ²	\$ 55.00	\$ 9,900.00
1.29	Hot Mix Asphalt HL4 Binder Course	210	Tonne	\$ 90.00	\$ 18,900.00
1.3	Hot Mix Asphalt HL3 Surface Course	170	Tonne	\$ 100.00	\$ 17,000.00
1.31	Hot Mix Asphalt HL3C In Boulevards	5	m ²	\$ 40.00	\$ 200.00
1.32	Topsoil from Stockpile for Boulevards (150mm thickness)	900	m ²	\$ 3.00	\$ 2,700.00
1.33	Sodding Boulevards	900	m ²	\$ 6.50	\$ 5,850.00
1.34	Adjacent Lucas Subdivision Works				
i)	Grading	900	m ²	\$ 8.00	\$ 7,200.00
ii)	Topsoil (150mm thickness)	900	m ²	\$ 3.00	\$ 2,700.00
iii)	Sodding	900	m ²	\$ 6.50	\$ 5,850.00
1.35	Suply and Install New Trees	24	Each	\$ 350.00	\$ 8,400.00
1.36	1.8m High Wood Privacy Fence	135	m	\$ 100.00	\$ 13,500.00
SUB-TOTAL - SECTION I - ROADS & DRAINAGE					\$ 403,815.0

DRAFT

Marlanna Homes

Construction Cost Estimate - Engineers Estimate

Date: May 15, 2019

Subdivision



Triton Job # - A6828A

ITEM NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL PRICE
SECTION II - SANITARY SEWERS					
2.01	Supply, Excavate For and Install 200 mm Diameter Sanitary Sewer	137.2	m	\$ 210.00	\$ 28,812.00
2.02	Construct 1200 mm Diameter Maintenance Hole (OPSD-701.010)	3	Each	\$ 4,500.00	\$ 13,500.00
2.03	Supply Excavate For and Install 125 mm Dia. (DR-28, PVC) Sanitary Service Including 50 mm X 75 mm Marker At Property Line	24	Each	\$ 2,200.00	\$ 52,800.00
2.04	Adjust and Rebuild Maintenance Holes to Finished Asphalt Grade	3	Each	\$ 650.00	\$1,950.00
2.05	Supply and Install Maintenance Hole Frame and Cover (OPSD-401.010, Type "A")	3	Each	\$ 350.00	\$ 1,050.00
SUB-TOTAL - SECTION II - SANITARY SEWERS					\$ 98,112.00
SECTION III - WATERWORKS					
3.01	Supply, Excavate For and Install 150 mm Dia. (DR-18, CL 150 PVC) Ring- Tite Watermain Including Tracer Wire	140.5	m	\$ 200.00	\$ 28,100.00
3.02	Supply, Excavate For and Install 150 mm Dia. Gate Valve and Box	1	Each	\$ 1,550.00	\$ 1,550.00
3.03	Supply, Excavate For and Install Hydrant Set	2	Each	\$ 8,000.00	\$ 16,000.00
3.04	Supply and Install Anodes (DZP-12, 5.4 Kg) On Iron Fittings and Valves	7	Each	\$ 200.00	\$ 1,400.00
3.05	Supply, Excavate For and Install 25 mm Dia. Water Service Including Connection To New PVC Watermain Including 50 mm X 75 mm Marker At Property Line	24	Each	\$ 1,500.00	\$ 36,000.00
SUB-TOTAL - SECTION III - WATERWORKS					\$ 83,050.00

Marlanna Homes

Construction Cost Estimate - Engineers Estimate

Date: May 15, 2019

Subdivision



Triton Job # - A6828A

ITEM NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL PRICE
SECTION IV - JOINT UTILITY TRENCH					
4.01	Trenching for Direct Buried Duct	460	m	\$ 30.00	\$ 13,800.00
4.02	Trenching for Concrete Encased Duct	12.9	m	N/A	N/A
4.03	Supply and Install 100mm Diameter DB2 Duct c/w 8kN Mule Tape (Primary), Direct Buried for Hydro	229.2	m	N/A	N/A
4.04	Supply and Install 100mm Diameter Redline Big 'O' HDPE Duct c/w 8kN Mule Tape (Secondary), Direct Buried for Hydro	915	m	N/A	N/A
4.05	Supply and Install 50mm Diameter DB2 Duct c/w 8kN Mule Tape, Direct Buried for Street Lighting Including Street Light Cable	170	m	\$ 35.00	\$ 5,950.00
4.06	Install 38mm Diameter "Slate" Microduct, Direct Buried for Wightman	200	m	\$ 5.00	\$ 1,000.00
4.07	Install 29mm Diameter "Grey" Microduct, Direct Buried for Wightman	50	m	\$ 5.00	\$ 250.00
4.08	Install 32mm Diameter "Orange" Microduct, Direct Buried for Wightman	100	m	\$ 5.00	\$ 500.00
4.09	Install 9mm Diameter Microduct Service, Direct Buried for Wightman	100	m	\$ 5.00	\$ 500.00
4.10	Supply and Install Concrete Encased Duct Bank for Hydro	15	m	N/A	N/A
4.11	Supply, Excavate For and Install Precast Concrete Transformer Base Incl. Ground Grid for Hydro	2	Each	N/A	N/A
4.12	Excavate For and Install "V4" Vault Box for Wightman	1	Each	\$ 300.00	\$ 300.00
4.13	Excavate For and Install "V8" Vault Box for Wightman	2	Each	\$ 500.00	\$ 1,000.00
4.14	Excavate For and Install Street Light Pole and Luminaire	5	Each	\$ 3,500.00	\$ 17,500.00
SUB-TOTAL - SECTION IV- JOINT UTILITY TRENCH					\$ 40,800.00

Marlanna Homes

Construction Cost Estimate - Engineers Estimate

Date: May 15, 2019

Subdivision



Triton Job # - A6828A

ITEM NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL PRICE
SECTION V- STORMWATER MANAGEMENT FACILITY AND OUTLET					
5.01	Supply, Excavate For and Install Outlet Structure	100%	L.S.	\$ 10,000.00	\$ 10,000.00
5.02	Supply, Excavate For and Install Construct 1200 mm C/W First Defence Stormwater Treatment Device	1	Each	\$ 20,000.00	\$ 20,000.00
5.03	Supply, Excavate For and Install Construct 600 mm x 600 mm Ditch Inlet Catchbasin (OPSD-705.010)	1	Each	\$ 1,750.00	\$ 1,750.00
5.04	Supply, Excavate For and Install 300 mm Diameter Storm Sewer	4.6	m	\$ 200.00	\$ 920.00
5.05	Supply, Excavate For and Install 450 mm Concrete Diameter Storm Sewer	12	m	\$ 325.00	\$ 3,900.00
5.06	Construct 1200 mm Diameter Ditch Inlet Catchbasin Maintenance Hole	1	Each	\$ 4,500.00	\$ 4,500.00
5.07	Break Into and Connect to Existing Storm Sewer	1	Each	\$ 1,500.00	\$ 1,500.00
5.08	"Dura-Mat" interlocking Access Road	30	m ²	\$ 100.00	\$ 3,000.00
5.09	Supply, Excavate For and Place Rip Rap Including Geotextile	20	m ²	\$ 60.00	\$ 1,200.00
5.10	Shape, Grade and Landscape Stormwater Management Pond	100%	L.S.	\$ 15,000.00	\$ 15,000.00
SUB-TOTAL - SECTION V - STORMWATER MANAGEMENT FACILITY AND OUTLET					\$ 61,770.00

DRAFT

Marlanna Homes
Subdivision

Construction Cost Estimate - Engineers Estimate

Date: May 15, 2019



Triton Job # - A6828A

ITEM NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL PRICE
SECTION VI - TOWNSHIP RIGHT-OF-WAY WORKS					
ROADS & DRAINAGE					
6.01	Removal of Full Depth Bituminous Pavement	260	m ²	\$ 9.00	\$ 2,340.00
6.02	Removal of Existing Storm Structure	1	Each	\$ 300.00	\$ 300.00
6.03	Remove Existing 300 mm Diameter Storm Sewer	43	m	\$ 20.00	\$ 860.00
6.04	Remove Existing 600 mm Diameter Storm Sewer	9.5	m	\$ 20.00	\$ 190.00
6.05	Supply, Excavate For and Install 300 mm Diameter Storm Sewer	43	m	\$ 200.00	\$ 8,600.00
6.06	Construct 1200 mm Diameter Maintenance Hole (OPSD-701.010)	1	Each	\$ 5,000.00	\$ 5,000.00
6.07	Connect to Existing Storm Structure	1	Each	\$ 850.00	\$ 850.00
6.08	Supply and Install Catchbasin Frame and Grate (OPSD-400.110)	2	Each	\$ 375.00	\$ 750.00
6.09	Granular "B", Type 1	560	Tonne	\$ 15.00	\$ 8,400.00
6.10	Granular "A"	190	Tonne	\$ 20.00	\$ 3,800.00
6.11	Calcium Chloride	375	Kg	\$ 1.50	\$ 562.50
6.12	Water For Compaction and Dust Control	18.75	m ³	\$ 10.00	\$ 187.50
6.13	Concrete Curb and Gutter (All Types)	60	m	\$ 50.00	\$ 3,000.00
6.14	Concrete Sidewalk (OPSD-310.010, 310.020, & 310.030)	25	m ²	\$ 55.00	\$ 1,375.00
6.15	Tactile Warning Plates	1.2	m	\$ 450.00	\$ 540.00
6.16	Sawcut Bituminous Pavement	20	m	\$ 10.00	\$ 200.00
6.17	Cold Planing of Existing Asphalt (Minimum Depth 40mm)	20	m ²	\$ 25.00	\$ 500.00
6.18	Hot Mix Asphalt HL4 Binder Course	50	Tonne	\$ 90.00	\$ 4,500.00
6.19	Hot Mix Asphalt HL3 Surface Course	40	Tonne	\$ 100.00	\$ 4,000.00
6.20	Hot Mix Asphalt HL3C In Boulevards and Driveways	55	m ²	\$ 40.00	\$ 2,200.00
SANITARY SEWERS					
6.20	Break into Existing Sanitary Maintenance Hole And Connect New Sanitary Sewer	1	Each	\$ 1,125.00	\$ 1,125.00

Marlanna Homes
Subdivision

Construction Cost Estimate - Engineers Estimate

Date: May 15, 2019

Triton Job # - A6828A



ITEM NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL PRICE
6.21	Supply, Excavate For and Install 200 mm Diameter Sanitary Sewer	11	m	\$ 250.00	\$ 2,750.00
6.22	Adjust and Rebuild Maintenance Holes to Finished Asphalt Grade	1	Each	\$ 650.00	\$650.00
6.23	Supply and Install Maintenance Hole Frame and Cover (OPSD-401.010, Type "A")	1	Each	\$ 350.00	\$ 350.00
WATERWORKS					
6.24	Connection To Existing Watermain	1	each	\$ 1,500.00	\$ 1,500.00
6.25	Supply, Excavate For and Install 150 mm Dia. (DR-18, CL 150 PVC) Ring- Tite Watermain Including Tracer Wire	15	m	\$ 250.00	\$ 3,750.00
6.26	Supply and Install Anodes (DZP-12, 5.4 Kg) On Iron Fittings and Valves	8	Each	\$ 200.00	\$ 1,600.00
UTILITIES					
6.27	Install 9mm Diameter Microduct Service, Direct Buried for Wightman	34	m	\$ 10.00	\$ 340.00
6.28	Supply and Install 100mm Diameter DB2 Duct c/w 8kN Mule Tape (Primary), Direct Buried for Hydro	8.8	m	\$ 25.00	\$ 220.00
SUB-TOTAL - SECTION VI- TOWNSHIP RIGHT-OF-WAY WORKS					\$ 60,440.00
SECTION VI - MISCELLANEOUS					
7.01	Construction Layout	100%	L.S.	\$ 10,000.00	\$ 8,500.00
SUB-TOTAL - SECTION VII - MISCELLANEOUS					\$ 8,500.00

Marlanna Homes
Subdivision

Construction Cost Estimate - Engineers Estimate

Date: May 15, 2019

Triton Job # - A6828A



ITEM NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL PRICE
COST SUMMARY					
SECTION I - ROADS & DRAINAGE					\$ 403,815.00
SECTION II - SANITARY SEWERS					\$ 98,112.00
SECTION III - WATERWORKS					\$ 83,050.00
SECTION IV- JOINT UTILITY TRENCH					\$ 40,800.00
SECTION V - STM FACILITY AND OUTLET					\$ 61,770.00
SECTION VI- TOWNSHIP RIGHT-OF-WAY WORKS					\$ 60,440.00
SECTION VII - MISCELLANEOUS					\$ 8,500.00
CONTINGENCY & ENGINEERING ALLOWANCE (15%)					\$ 113,473.05
SUB-TOTAL					\$ 869,960.05
PLUS 13% H.S.T. (of above Sub-Total)					\$ 113,094.81
TOTAL ESTIMATED CONTRACT COST					\$ 983,054.86

SCHEDULE "F" OF THE SUBDIVISION AGREEMENT

LIST OF LOTS UNSUITABLE FOR BUILDING PURPOSES – SECTION 6.3

None.

DRAFT

SCHEDULE "G" OF THE SUBDIVISION AGREEMENT

OWNER'S FINAL GRADING CERTIFICATE

The undersigned hereby certifies to The Corporation of the Township of Wellington North (the "Township") that the foundations of the buildings and structures and any openings in any such foundation walls constructed on the following property:

STREET NO.	STREET
MUNICIPALITY	
LOT/BLOCK	REGISTERED PLAN NO.

have been constructed, at or above the elevations illustrated on the overall Certified Building Lot Site Plan (as approved by or on behalf of the Township) referred to in the Subdivision Agreement registered against the title to the above property as shown on the as-built grading survey attached.

The undersigned further certifies to the Township that:

1. the final grading of the above referred to property has been completed in substantial compliance with the Certified Building Lot Site Plan referred to in the Subdivision Agreement;
2. the grade elevation of all lot boundaries and corners including the front lot corners of the property are in substantial compliance with the Certified Building Lot Site Plan; and
3. the above lot has been graded to provide positive drainage in front, rear and side yard and that there is no area of the property which is subject to ponding of water.

This certificate is given and delivered to the Township in full knowledge that the Township relies on this certification in providing a release of the applicable Subdivision Agreement affecting this property.

DATED at _____, Ontario this ____ day of _____, 20__.

Signature of Professional Engineer or OLS

Name and address of Professional Engineer or OLS

NOTE: Copies of this Owner's Final Grading Certificate are available at the Township's Building Department.

SCHEDULE “H” OF THE SUBDIVISION AGREEMENT

LANDS FOR MUNICIPAL PURPOSES TO BE CONVEYED TO THE TOWNSHIP

1. Street “A” (Newfoundland Street)
2. Block 13 – Stormwater Management Area

LIST OF EASEMENTS TO BE GRANTED TO THE TOWNSHIP

1. Drainage easement (1.5 m wide) described as part of Lots 8, 9, 10, 11 and 12 as described on the draft Plan of Survey dated March 31, 2021.

DRAFT

SCHEDULE "I" OF THE SUBDIVISION AGREEMENT

NO OCCUPANCY AGREEMENT (Special Building Permit/Model Homes Section 8.11)

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of other good and valuable consideration and the sum of one dollar (\$1.00) of lawful money of Canada, the parties hereto mutually covenant and agree as follows:

1. In consideration of The Corporation of the Township of Wellington North issuing a building permit to the owner for _____, the Owner covenants and agrees that it will not apply for an occupancy permit until the following services have been installed to the satisfaction of the Township: _____.

2. The Township hereby acknowledges that it has a cash deposit from the Developer in the sum of \$ _____ who will use its best efforts to ensure that the above referred to services are completed by _____.

THIS AGREEMENT shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

SIGNED, SEALED AND DELIVERED

This _____ day of _____, 20____.

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

Mayor

Clerk
We have authority to bind the Corporation

MARLANNA HOMES INC.

Name, Title
I have the authority to bind the corporation.

SCHEDULE “J” OF THE SUBDIVISION AGREEMENT**APPLICATION FOR REDUCTION OF SECURITY**

(Section 9.3)

TO: *(Name of Township Engineer)*, Engineer, Township of Wellington North
 DEVELOPER: *(Name of Developer)*
 AGREEMENT: *(Date of Subdivision Agreement)*
 PROPERTY: *(Legal Description of Property)*
 APPLICATION NO.: *(Specify number of application)*

The undersigned, *(Name of Developer’s Engineer)* being the Developer’s Engineer, hereby confirms that the Works constructed as at the date of this Application have been installed by the Developer under the full time supervision of the Developer’s Engineer and in accordance with the requirements of the Subdivision Agreement between the Developer and the Township.

The Works installed to the date hereof and the calculation of the cost thereof are detailed in the schedule attached hereto.

Further, the undersigned Developer’s Engineer hereby confirms that the Works remaining to be constructed as at the date of this Application and the calculation of the estimated cost thereof are also detailed in the schedule attached hereto.

This Application is given and delivered to the Township Engineer with full knowledge that the Township Engineer and the Township will rely upon the information contained herein in granting a reduction of the security held by the Township pursuant to Section 9.2 of the said Subdivision Agreement affecting the above property.

DATED at _____, Ontario this ____ day of _____, 20__.

(Signature of Developer’s Engineer)

(Name of Developer’s Engineer)

SCHEDULE “K” OF THE SUBDIVISION AGEEMENT

FORM OF PARTIAL RELEASE:

PARTIAL RELEASE

IN FAVOUR OF

Herein called the “Owner”

WHEREAS the Owner entered into certain obligations in favour of The Corporation of the Township of Wellington North under an Agreement registered against the lands hereinafter described as Instrument No. _____.

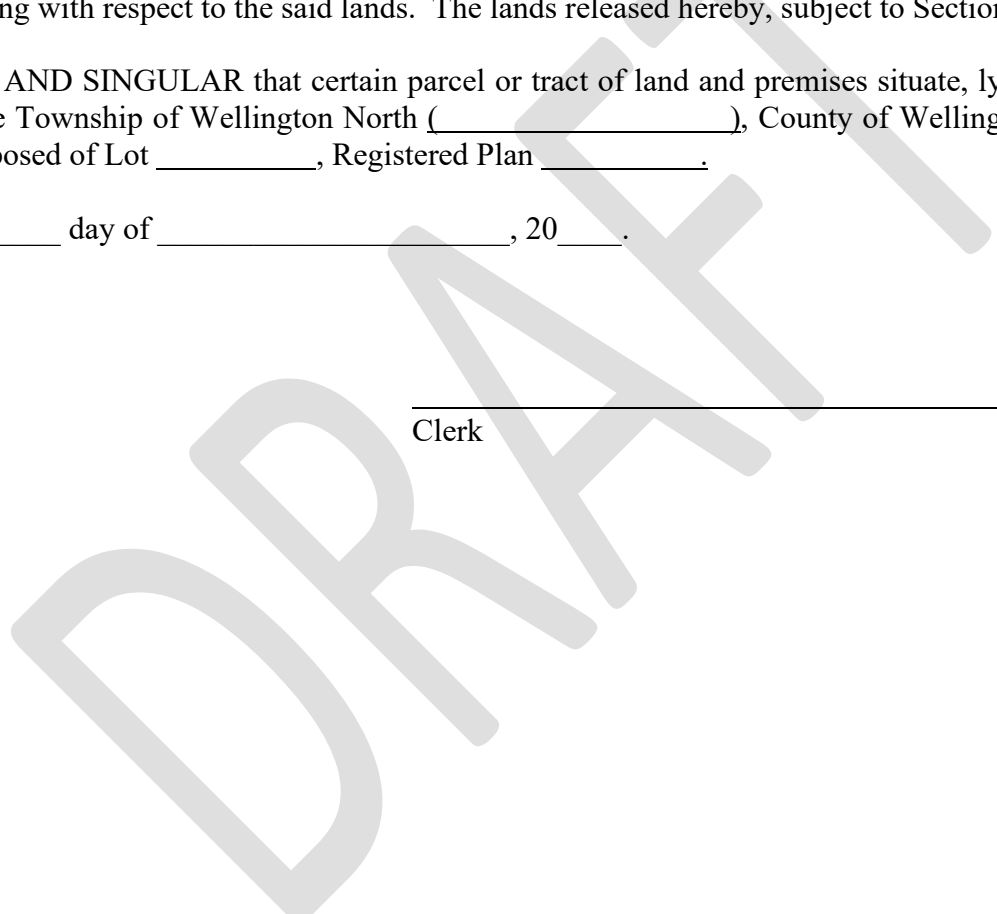
AND WHEREAS the Owner has satisfied and fulfilled all of those obligations.

NOW THEREFORE The Corporation of the Township of Wellington North releases the Owner from the obligations contained in the said Agreement, with the exception of the lot grading provisions in Section 6.11 and certifies that all other provisions of the Agreement are no longer binding with respect to the said lands. The lands released hereby, subject to Section 6.11, are:

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Township of Wellington North (_____), County of Wellington and being composed of Lot _____, Registered Plan _____.

This ____ day of _____, 20__.

Clerk



SCHEDULE "L" OF THE SUBDIVISION AGREEMENT**CONDITIONS OF DRAFT APPROVAL**

The Conditions of Approval for Draft Plan of Subdivision 23T-17001 contained in the Decision of The Corporation of the County of Wellington for File No. 23T-17001 dated the 19th day of September, 2017 which is on file at the offices of The Corporation of the County of **Wellington, County of Wellington Administration Centre, 74 Woolwich Street, Guelph, Ontario N1H 3T9** and at the offices of **The Corporation of the Township of Wellington North, 7490 Sideroad 7 West, P.O. Box 125, Kenilworth, Ontario N0G 2E0.**

DRAFT

SCHEDULE "M" OF THE SUBDIVISION AGREEMENT

DEVELOPER-MARLANNA HOMES INC., Mount Forest, Ontario

SPECIAL PROVISIONS AND EXCEPTIONS (SECTION 10)

In the event that there is any conflict between the provisions of this Schedule and the main agreement of which it forms a part or any other schedule thereto, the most onerous requirement of the Developer for the protection and enhancement of the public interest shall prevail unless the provision herein is expressly identified as an exception.

The following special provisions apply to this Agreement:

1. Building Deposit Requirements (See also Section 8.9). The Developer or lot Owner or their authorized contractor or agent shall at the time of applying for a building permit for each lot or block on the Plan deposit with the Township a Works Damage/Lot Grading Compliance Deposit in the amount of \$2,500.00, and a Trees/Driveway Ramp Deposit in the amount of \$2,000.00 with the Township, which deposits are intended to ensure that:
 - (a) any damages caused to municipal services or facilities adjacent to the construction site during construction of the residence are suitably repaired in accordance with the Township's current Municipal Servicing Standards and have been inspected and approved in writing by the Township's Engineer and that all construction debris is properly disposed of;
 - (b) that the parcel for which the permit is requested is graded as required by this Agreement, and that the Owner's Final Grading Certificate is provided and the Township has been reimbursed for the Township Engineer's charges for the said Certificate; and,
 - (c) that any required tree(s) in the street at the front of the lot and in the event of a corner lot at the side of the lot has/have been planted and driveway cuts and driveway ramps have been completed as required by this Agreement.
2. Lot Entrances. The Developer covenants that no driveway cuts or driveway ramps shall be installed, constructed or made until a building permit is issued for the lot to be served by such driveway ramp, and all driveway ramps shall be constructed in accordance with the Township's current Municipal Servicing Standards and this Agreement at the expense of the Developer or the lot owner as applicable.
3. That a detailed geotechnical investigation be prepared to the satisfaction of the Township of Wellington North's Engineer.
4. That the fencing of the storm water management area Block 13 is to the satisfaction of the Township of Wellington North.
5.
 - (a) A detailed 'Storm Water Management Report' in accordance with the prevailing Ministry of the Environment, Conservation and Parks planning and design guidelines and other related technical criteria as determined by the Saugeen Valley Conservation Area. The Report shall detail the methods that will be used to control surface water flow within the development lands and abutting properties during and following construction. The Report shall also detail the methods that will reduce any negative impacts to water quality.

In the event that the "Stormwater Management Report" recommends the establishment of any stormwater works, detention or retention facilities, the subdivision agreement between the Owner and the Township shall contain a provision whereby the Township of Wellington North will assume ownership, operation and maintenance responsibility of same in perpetuity.

- (b) A detailed 'Lot Grading Plan' prepared in accordance with the prevailing Ministry of the Environment, Conservation and Parks planning and design guidelines and other related technical criteria as determined by the Saugeen Valley Conservation Area.
 - (c) An 'Erosion and Sedimentation Control Plan' indicating the means whereby erosion will be minimized and sediment contained on-site and from abutting properties throughout all phases of grading and construction and shall include a maintenance plan and provision for timely revegetation of the site. The Plan shall also detail the methods that will reduce any negative impacts to water quality.
6. That the Developer shall insert a statement in all agreements of purchase and sale or lease for each dwelling in the subdivision in respect of the first purchase details of all the development charges related to the development. Such statement shall be subject to review and approval of the Township in advance.

DRAFT

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NUMBER 065-21

BEING A BY-LAW TO AUTHORIZE BORROWING

WHEREAS the Municipal Act, 2001, as amended (the “Act”) provides that a municipality may incur a debt for municipal purposes, whether by borrowing money or in any other way, and may issue debentures and prescribed financial instruments and enter prescribed financial agreements for or in relation to the debt;

AND WHEREAS the Council of the Township of Wellington North (the “Municipality”) has passed the by-law(s) enumerated in column (1) of Schedule “A” attached hereto and forming part of this By-law (“Schedule “A”) authorizing the capital work described in column (2) of Schedule “A” (the “Capital Work”) and authorizing, inter alia, the entering into of a combined loan and grant agreement dated December 3, 2018 for the provision of long term borrowing from the Federation of Canadian Municipalities, as trustee of the Green Municipal Fund (“FCM”) in respect of the Capital Work (the “Financing Agreement”) and desires to issue debentures for the Capital Work in the amount specified in column (3) of Schedule “A”;

AND WHEREAS before authorizing the Capital Work, the Municipality had its Treasurer update its most recent annual debt and financial obligation limit received from the Ministry of Municipal Affairs and Housing in accordance with the applicable regulation and, prior to authorizing the Capital Work, the Treasurer determined that the estimated annual amount payable in respect of the Capital Work, would not cause the Municipality to exceed the updated limit and that the approval of the Capital Work, by the Ontario Municipal Board was not required;

AND WHEREAS to provide long term financing for the Capital Work pursuant to the Financing Agreement, it is now expedient to issue 3.65% amortizing debentures in the principal amount of \$4,699,979.26 in lawful money of Canada, on the terms hereinafter set forth.

NOW THEREFORE THE COUNCIL OF THE MUNICIPALITY ENACTS AS FOLLOWS:

1. For the Capital Work, the borrowing upon the credit of the Municipality of the principal sum of \$4,699,979.26 and the issue of amortizing debentures therefor to be repaid in semi-annual instalments of combined (blended) principal and interest as hereinafter set forth, are hereby authorized.

2. The mayor and the treasurer of the Municipality are hereby authorized to cause any number of amortizing debentures to be issued up to the aggregate of the said amount of \$4,699,979.26 substantially in the form attached as Schedule "B" attached hereto and forming part of this By-law (the "Debentures"). The Debentures shall bear the Municipality's municipal seal and the signatures of the mayor and the treasurer of the Municipality, all in accordance with the provisions of the Act. The municipal seal of the Municipality and the signatures referred to in this section may be printed, lithographed, engraved or otherwise mechanically reproduced. The Debentures are sufficiently signed if they bear the required signatures and each person signing has the authority to do so on the date he or she signs.
3. The Debentures shall be in fully registered form as one or more certificates in the aggregate principal amount of 4,699,979.26, in the name of FCM or as FCM may otherwise direct, substantially in the form attached as Schedule "B" hereto and forming part of this By-law with provision for payment of principal and interest (other than in respect of the final payment of principal and outstanding interest on the maturity date upon presentation and surrender) on such terms as to which the registered holder and the Municipality may agree.
4. The Debentures shall all be dated the 7th of July 2021 and as to both principal and interest shall be expressed and be payable in lawful money of Canada. The Debentures shall bear interest at the rate of 3.65% per annum from the date thereof payable semi-annually in arrears as described in this section. The Debentures shall be paid in full by July 7, 2031 and shall be payable in semi-annual instalments of combined (blended) principal and interest on such days as are set forth in Schedule "C" attached hereto and forming part of this By-law ("Schedule "C'") in each of the years during the currency of the Debentures, as set forth in Schedule "C".
5. Payments in respect of principal of and interest on the Debentures shall be made only on a day on which banking institutions in Ottawa, Ontario, are not authorized or obligated by law or executive order to be closed (an "Business Day"), and if any date for payment is not a Business Day, payment shall be made on the next following Business Day and no further interest shall be paid in respect of the delay in such payment.
6. If the Municipality defaults in the payment of any instalment of combined (blended) principal and interest at any time appointed for payment thereof, the Municipality shall, until such overdue principal and/or interest amount(s) has/have been paid in full, pay to FCM interest on the principal and interest that is then outstanding at an annual rate that equals the greater of: (a) the sum of (A) the GoC ten (10) year benchmark bond yield indicated at www.bankofcanada.ca effective on the applicable default date plus (B) three point fifty percent (3.50%) per annum or (b), the annual rate in effect on the

applicable default date calculated pursuant to section 2.06 plus two point fifty percent (2.50%) per annum, calculated from the date of such default.

7. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular semi-annual interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 or 366 days as appropriate.
8. Following July 7, 2026 the Municipality may on any subsequent semi-annual payment date, on not less than thirty (30) days' notice to FCM, prepay all or part of the principal amount of Debentures that is outstanding on the specified semi-annual payment date, provided it simultaneously pays all accrued interest thereon plus an amount equal to eighteen (18) months of interest calculated pursuant to s. 2.09(b) of the Financing Agreement on the principal amount of the Debentures so prepaid. Notwithstanding the foregoing, the Municipality shall pay an amount equal to twelve (12) months of interest instead of eighteen (18) months of interest if the prepayment occurs on or after the date where three fourths (3/4) of the term of the Debentures has elapsed. Prepayments must be in an amount equal to or greater than ten percent (10%) of the outstanding principal amount of the Debentures. In the event of a prepayment, FCM shall provide to the Municipality a new amortization schedule effective as of the prepayment date.
9. Each year in which a payment of an instalment of combined (blended) principal and interest becomes due, there shall be raised as part of the general Corporation of the Township of Wellington North levy the amounts of principal and interest payable in each year as set out in Schedule "C" to the extent that the amounts have not been provided for by any other available source including other taxes or fees or charges imposed on persons or property by a by-law of any municipality.
10. The Debentures may contain any provision for their registration thereof authorized by any statute relating to municipal debentures in force at the time of the issue thereof.
11. The Municipality shall maintain a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of the cancellation, exchanges, substitutions and transfers of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.

12. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of Debentures as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the sum or sums so paid. Where a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.
13. The Debentures will be transferable or exchangeable at the office of the treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture, the mayor and the treasurer shall issue and deliver a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations as directed by the transferee, in the case of a transfer or as directed by the registered holder in the case of an exchange.
14. The mayor and the treasurer shall issue and deliver new Debentures in exchange or substitution for the Debentures outstanding on the registry with the same maturity and of like form which have become lost, stolen, mutilated, defaced or destroyed, provided that the applicant therefor shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case of a lost, stolen or destroyed Debenture) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.
15. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures

or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of this By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.

16. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; and (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange.
17. Reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are lost, stolen, mutilated, defaced or destroyed and for the replacement of lost, stolen, mutilated, defaced or destroyed principal and interest cheques may be imposed by the Municipality. Where new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
18. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such registered holder.
19. The mayor and the treasurer are hereby authorized to cause the Debentures to be issued, the clerk and the treasurer are hereby individually authorized to generally do all things and to execute all documents and other papers in the name of the Municipality in order to carry out the issue of the Debentures and the treasurer is authorized to affix the Municipality's municipal seal to any of such documents and papers.
20. The proceeds realized in respect of the Debentures, after providing for the expenses related to their issue, if any, shall be apportioned and applied to the Capital Work and to no other purpose except as permitted by the Act.
21. Subject to the Municipality's investment policies and goals, the applicable legislation and the terms and conditions of the Debentures, the Municipality may, if not in default under the Debentures, at any time purchase any of the Debentures in the open market or by tender or by private contract at any price and on such terms and conditions (including, without limitation, the

manner by which any tender offer may be communicated or accepted and the persons to whom it may be addressed) as the Municipality may in its discretion determine.

22. This By-law takes effect on the day of passing.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 25TH DAY OF MAY, 2021.**

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

Schedule "A" to Borrowing By-Law

(1)	(2)	(3)	(4)
By-Law	Capital Work Description	Amount of Debentures to be Issued	Term of Years of Debentures
065-21	Arthur Wastewater Treatment Plant – Phase I	\$4,699,979.26	10

Schedule “B” to Borrowing By-Law

Province of Ontario

The Corporation of the Township of Wellington North

No. 065-21

FULLY REGISTERED 3.65% AMORTIZING DEBENTURE

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH (the “Municipality”), for value received, hereby promises to pay to:

FEDERATION OF CANADIAN MUNICIPALITIES, AS TRUSTEE FOR THE GREEN MUNICIPAL FUND (“FCM”)

or registered assigns, subject to the conditions attached hereto which form part hereof (the “Conditions”), upon presentation and surrender of this debenture by the maturity date of this debenture (7 July 2031), the principal sum of

Four Million Six Hundred Ninety-Nine Thousand Nine Hundred Seventy Nine dollars and Twenty Six cents

----- (\$4,699,979.26) -----

by semi-annual instalments of combined (blended) principal and interest in the manner and in the amounts set forth in the attached amortization schedule (the “Schedule”) and subject to late payment interest charges pursuant to the Conditions, in lawful money of Canada. Interest shall be paid until the maturity date of this debenture, in like money in semi-annual payments from the 7th of July 2021 or from the last date on which interest has been paid on this debenture, whichever is later at the rate of 3.65% per annum, in arrears, on the specified dates, as set forth in the Schedule (each, a “Payment Date”) in the manner provided in the Conditions. Interest shall be paid on default at the applicable rate set out in the Conditions both before and after default and judgment. The applicable rate of interest, the payments of principal and interest and the principal balance outstanding in each year are shown in the Schedule.

This debenture is subject to the Conditions.

DATED at the Corporation of The Township of Wellington North on July 7, 2021.

IN TESTIMONY WHEREOF and under the authority of By-law Number 065-21 of the Municipality duly passed on May 25, 2021 (the “By-law”), this debenture is sealed with the municipal seal of the Municipality and signed by the mayor and the treasurer thereof.

Date of Registration: July 7, 2021

Treasurer

Mayor Lennox

CONDITIONS OF THE DEBENTURE

1. The debentures issued pursuant to the By-law (collectively the “Debentures” and individually a “Debenture”) are issuable as fully registered Debentures without coupons. The Debentures are direct, unsecured and unsubordinated. Notwithstanding any provision to the contrary contained herein, the Debentures shall be issued in minimum denominations of \$4,699,979.26. The Debentures rank concurrently and equally in respect of payment of principal and interest with all other debentures of the Municipality except for the availability of money in a sinking or retirement fund for a particular issue of debentures.
2. This Debenture is one fully registered Debenture registered in the name of FCM and held by FCM.
3. The Municipality shall maintain at its designated office a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of the cancellation, exchanges, substitutions and transfers of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.
4. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of Debentures, including this Debenture as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Region on the Debentures to the extent of the sum or sums so paid. Where a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.
5. The record date for purposes of payment of principal of and interest on the Debentures is as of 5:00 p.m. on the sixteenth calendar day preceding any Payment Date including the maturity date. Principal of and interest on the Debentures are payable by the Municipality to the persons registered as holders in the registry on the relevant record date. The Municipality shall not be required to register any transfer, exchange or substitution of Debentures during the period from any record date to the corresponding Payment Date.

6. The Municipality shall make all payments in respect of semi-annual instalments of combined (blended) principal and interest on the Debentures on each Payment Date commencing on January 7, 2022 (other than in respect of the final payment of principal and outstanding interest on the maturity date upon presentation and surrender of this Debenture) on such terms as the Municipality and the registered holder may agree.

7. Following July 7, 2026, the Municipality may on any subsequent semi-annual payment date, on not less than thirty (30) days' notice to FCM, prepay all or part of the principal that is outstanding provided it simultaneously pays all accrued interest thereon plus, as a bonus, an amount equal to eighteen (18) months of interest calculated pursuant to s. 2.09(b) of the Financing Agreement on the principal amount of the Debentures so prepaid. Notwithstanding the foregoing, the Municipality shall pay an amount equal to twelve (12) months of interest instead of eighteen (18) months of interest if the prepayment occurs on or after the date where three fourths (3/4) of the term of the Debentures has elapsed. Prepayments must be in an amount equal to or greater than ten percent (10%) of the outstanding principal amount of the Debentures. In the case of a prepayment of a part of the principal, a new amortization schedule will be provided to the Municipality effective as of the date of the prepayment and such new amortization schedule shall be deemed to replace the amortization schedule which constitutes part of the Debenture in respect of which the prepayment was effected. Upon delivery of such notice, the Municipality shall be obligated to effect prepayment in accordance with the terms of the notice and this section. Any amounts prepaid may not be re-borrowed.

8. If the Municipality defaults in the payment of any instalment of combined (blended) principal and interest at any time appointed for payment thereof, the Municipality shall, until such overdue principal and/or interest amount(s) has/have been paid in full, pay to FCM interest on the principal and interest that is then outstanding at an annual rate that equals the greater of: (a) the sum of (A) the GoC ten (10) year benchmark bond yield indicated at www.bankofcanada.ca effective on the applicable default date plus (B) three point fifty percent (3.50%) per annum or (b), the annual rate in effect on the applicable default date calculated pursuant to section 2.06 plus two point fifty percent (2.50%) per annum, calculated from the date of such default

9. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular semi-annual interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 or 366 days, as appropriate.

10. Payments in respect of principal of and interest on the Debentures shall be made only on a day on which banking institutions in Ottawa, Ontario, are not authorized or obligated by law or executive order to be closed (an "**Business Day**"), and if any date for payment is not a Business Day, payment shall be made on the next following Business Day and no further interest shall be paid in respect of the delay in such payment.

11. The Debentures are transferable or exchangeable at the office of the treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations will be delivered as directed by the transferee, in the case of a transfer or as directed by the registered holder in the case of an exchange.

12. The Municipality shall issue and deliver new Debentures in exchange or substitution for Debentures outstanding on the registry with the same maturity and of like form which have become lost, stolen, mutilated, defaced or destroyed, provided that the applicant therefor shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case of a lost, stolen or destroyed Debenture) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.

13. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of the By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.

14. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange to the treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; and (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange.

15. Reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are lost, stolen, mutilated, defaced or destroyed and for the replacement of lost, stolen, mutilated, defaced or destroyed principal and interest cheques may be imposed by the Municipality. Where new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.

16. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such registered holder. If the Municipality or any registered holder is required to give any notice in connection with the Debentures on or before any day and that day is not a Business Day then such notice may be given on the next following Business Day.

17. Unless otherwise expressly provided herein, any reference herein to a time shall be considered to be a reference to Ottawa, Ontario time.

18. The Debentures are governed by and shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario.

Schedule "C" to Borrowing By-Law

Amortization Schedule

File: GF 15982 Type: Municipal Business: Township of Wellington North Mr. Michael Givens P.O. Box 125 7490 Sideroad 7 West Kenilworth, Ontario, Canada N0G 2E0 Tel: (519) 848-3620 Fax: (519) 848-3228 mgivens@wellington-north.com Creditor: Federation of Canadian Municipalities	Amount Financed (Original) \$4,699,979.26 Simple Interest (2021-07-07) 3.65 % Payment Frequency Semiannually Start of the period 2021-07-07 First payment 2022-01-07 Method Simple Interest Day Count Actual/Actual Payment Method Actual/Actual	Date: 2021-05-19
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Line Num.	Line status	Pmt Date	Payment	Rate	Principal (Mathematical)	Accrued Interest	Col. Fees	Balance	Comment
1	Information	2021-07-07	\$0.00	3.65 %	\$0.00	\$0.00	\$0.00	\$4,699,979.26	
2	Due Pmt	2022-01-07	\$282,626.39	3.65 %	\$196,146.77	\$86,479.62	\$0.00	\$4,503,832.49	
3	Due Pmt	2022-07-07	\$282,626.39	3.65 %	\$201,107.02	\$81,519.37	\$0.00	\$4,302,725.47	
4	Due Pmt	2023-01-07	\$282,626.39	3.65 %	\$203,456.24	\$79,170.15	\$0.00	\$4,099,269.23	
5	Due Pmt	2023-07-07	\$282,626.39	3.65 %	\$208,429.62	\$74,196.77	\$0.00	\$3,890,839.61	
6	Due Pmt	2024-01-07	\$282,626.39	3.65 %	\$211,034.94	\$71,591.45	\$0.00	\$3,679,804.67	
7	Due Pmt	2024-07-07	\$282,626.39	3.65 %	\$215,836.93	\$66,789.46	\$0.00	\$3,463,967.74	
8	Due Pmt	2025-01-07	\$282,626.39	3.65 %	\$219,063.53	\$63,562.86	\$0.00	\$3,244,904.21	
9	Due Pmt	2025-07-07	\$282,626.39	3.65 %	\$223,893.62	\$58,732.77	\$0.00	\$3,021,010.59	
10	Due Pmt	2026-01-07	\$282,626.39	3.65 %	\$227,039.80	\$55,586.59	\$0.00	\$2,793,970.79	
11	Due Pmt	2026-07-07	\$282,626.39	3.65 %	\$232,055.52	\$50,570.87	\$0.00	\$2,561,915.27	
12	Due Pmt	2027-01-07	\$282,626.39	3.65 %	\$235,487.15	\$47,139.24	\$0.00	\$2,326,428.12	
13	Due Pmt	2027-07-07	\$282,626.39	3.65 %	\$240,518.04	\$42,108.35	\$0.00	\$2,085,910.08	
14	Due Pmt	2028-01-07	\$282,626.39	3.65 %	\$244,245.64	\$38,380.75	\$0.00	\$1,841,664.44	
15	Due Pmt	2028-07-07	\$282,626.39	3.65 %	\$249,199.68	\$33,426.71	\$0.00	\$1,592,464.76	
16	Due Pmt	2029-01-07	\$282,626.39	3.65 %	\$253,405.10	\$29,221.29	\$0.00	\$1,339,059.66	
17	Due Pmt	2029-07-07	\$282,626.39	3.65 %	\$258,389.41	\$24,236.98	\$0.00	\$1,080,670.25	
18	Due Pmt	2030-01-07	\$282,626.39	3.65 %	\$262,742.06	\$19,884.33	\$0.00	\$817,928.19	
19	Due Pmt	2030-07-07	\$282,626.39	3.65 %	\$267,821.89	\$14,804.50	\$0.00	\$550,106.30	
20	Due Pmt	2031-01-07	\$282,626.39	3.65 %	\$272,504.43	\$10,121.96	\$0.00	\$277,601.87	
21	Due Pmt	2031-07-07	\$282,626.46	3.65 %	\$277,601.87	\$5,024.59	\$0.00	\$0.00	

Line Num.	Line status	Pmt Date	Payment	Rate	Principal (Mathematical)	Accrued Interest	Col. Fees	Balance	Comment
Grand total									
					Principal (Original)	\$4,699,979.26			
					Additional Principal	\$0.00			
					Financed Fees (APR)	\$0.00			

					Total Amount Financed	\$4,699,979.26			
					Other increases	\$0.00			
					Total Accrued Interest	\$952,548.61			
					Grand total	\$5,652,527.87			
					Total payments (positive)	\$5,652,527.87			
					Balance	\$0.00			



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

CULTURAL MOMENT FOR MAY 25TH CELEBRATES SCOTTISH COUNTRY DANCING

The St. Andrew's Country Scottish Dancers, pre Covid, met Tuesday mornings in, appropriately, St. Andrew's Presbyterian Church in Mount Forest. The dances performed do not include ones like the well-known Highland Fling which is a solo Scottish highland dance. Rather, the dances are the Scottish form of social dancing involving groups of couples tracing progressive patterns set to the music of Jigs, Reels, and Strathspey Reel (a Reel played at a slower tempo) which are Gaelic in tradition. Their history dates back to an 18th-century combination of English country dance formations with Scottish Highland music and steps. The Ceilidh (pronounced Kaylee) is a traditional Scottish or Irish social gathering involving dancing and Gaelic folk music either at a house party or community hall.



The St. Andrew's dancers began in Mount Forest in 2012 when Elizabeth Ghent formed the group. The dances learned are traditional ones and mainly from Scotland. They have provided demonstrations at Birmingham Lodge, Caressant Care, Music Days at St. Andrew's church on the lawn, and have danced at the Arthur Fall Fair for several years.

They have participated in several Wellington North Culture Days by having a Ceilidh at the church giving the attending public a chance to dance, sing, and enjoy some Scottish fare. There have also been some annual outings to locations such as Walter Falls and Kincardine.

Elizabeth and Alan Ghent also play the bagpipes and have entertained everyone at the annual St. Andrew's dinner in November. The Ghents, playing the bagpipes, have entertained the public at the Arthur cenotaph for 6 weeks during July and August for the past 5 or 6 years.

The dancing is a wonderful form of exercise, as not only does it get the body in motion, but it exercises the mind having to remember in which direction that body, especially the feet, will be moving.

Pre-Covid, there were 20 members, both female and male, who come to enjoy either the music, the exercise, the social aspect, and/or the fun. Whatever their reason, they all leave after having had a lot of laughter and a good time!

Submitted by Penny Renken, Wellington North Cultural Roundtable



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

BY-LAW NUMBER 066-21

**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
25, 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 25, 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 25TH DAY OF MAY, 2021.**

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK