

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
AGENDA OF REGULAR COUNCIL MEETING
MONDAY, SEPTEMBER 27, 2021 AT 7:00 P.M.
VIA WEB CONFERENCING**

HOW TO JOIN

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

Please click this URL to join. <https://us02web.zoom.us/j/85711942716>

Or join by phone:

Canada: 855 703 8985 (Toll Free) or 1 647 374 4685 (long distance charges may apply)

Webinar ID: 857 1194 2716

International numbers available: <https://us02web.zoom.us/j/85711942716>

**PAGE
NUMBER**

CALLING TO ORDER

ADOPTION OF THE AGENDA

Recommendation:

THAT the Agenda for the September 27, 2021 Regular Meeting of Council be accepted and passed.

DISCLOSURE OF PECUNIARY INTEREST

COUNTY COUNCIL UPDATE

Andrew Lennox, Mayor

PRESENTATIONS

1. Congratulatory Certificate to Arthur Fall Fair Ambassador
 - Emma Smyth

ADOPTION OF MINUTES OF COUNCIL AND PUBLIC MEETING

1. Regular Meeting of Council, September 13, 2021 001

Recommendation:

THAT the minutes of the Regular Meeting of Council held on September 13, 2021 be adopted as circulated.

BUSINESS ARISING FROM PREVIOUS MEETINGS OF COUNCIL

ITEMS FOR CONSIDERATION

1. MINUTES
 - a. Safe Communities Wellington County Leadership Table Meeting, June 16, 2021 009

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 June 16, 2021.

- b. Arthur Chamber of Commerce
 - Directors Meeting Minutes, September 8, 2021 013
 - Financial Report - January through August 2021 016

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Arthur Chamber of Commerce Directors Meeting held on September 8, 2021 and the Financial Report – January through August 2021.

- c. Recreation, Parks and Leisure Committee, September 7, 2021 017

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Recreation, Parks and Leisure Committee meeting held on September 7, 2021.

- d. Arthur BMX/Skateboard Park Ad-Hoc Advisory Committee, August 24, 2021 020

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Arthur BMX/Skateboard Park Ad-Hoc Advisory Committee meeting held on August 24, 2021.

- e. Wellington North Cultural Roundtable, September 17, 2021 023

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Wellington North Cultural Roundtable meeting held on September 17, 2021.

2. PLANNING

- a. Planning Report prepared by Curtis Marshall, Manager of Development Planning, dated September 22, 2021, regarding Interim Control By-law - Cannabis 026

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the Planning Report prepared by Curtis Marshall, Manager of Development Planning, dated September 22, 2021, regarding Interim Control By-law – Cannabis.

AND FURTHER THAT the Mayor and Clerk be authorized to execute By-law number 092-21 being an interim control by-law to prohibit the use of land, buildings and structures for cannabis production related uses.

3. ECONOMIC DEVELOPMENT

- a. Report EDO 2021-025 Rural Economic Development (RED) Grant Application 031

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report EDO 2021-025 Rural Economic Development (RED) Grant Application;

AND FURTHER THAT Council supports the Mount Forest Streetscaping Program application being submitted in partnership with the Mount Forest BIA.

4. FINANCE

- a. Vendor Cheque Register Report, September 15, 2021 034

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the Vendor Cheque Register Report dated September 15, 2021.

- b. Report TR2021-15 being a report on the proposed 2022 Budget Schedule 037

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report TR2021-15 being a report on the proposed 2022 budget schedule;

AND FURTHER THAT council endorse the schedule proposed by staff as follows:

- September 3 - Budget templates circulated to Senior Management Team*
- October 1 or earlier – Budget inputs provided to finance team for consolidation*
- October 15 or earlier - Budget Discussions between Senior Management Team Members and Director of Finance*
- October 29 - Consolidated Budget Draft prepared for Senior Management review*
- November 22 - Staff presents proposed budget to Council*
- December 13 - Staff / Council presents revised budget to Public for Comment*
- January 10, 2022 - Staff / Council presents revised budget based with Public Consultation (if required), and 2022 Budget By-law passed*

- c. Report TR2021-16 being an update report on the Safe Restart / Covid 19 Recovery funds 041

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report TR2021-16 being an update report on the Safe Restart / Covid-19 Recovery funds'

AND FURTHER THAT council direct staff to utilize the Covid-19 Recovery funds to support the Senior Centre for Excellence to a maximum amount of \$10,000.

5. OPERATIONS

- a. Report OPS 2021-031 being a report on the Township's 2021 wastewater reserve capacity 044

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report OPS 2021-031 being a report on the Township's 2021 wastewater reserve capacity;

AND FURTHER THAT Council review and adopt the 2021 Reserve Capacity Calculations for Arthur and Mount Forest as prepared by Triton Engineering Services Limited dated April 8, 2021;

AND FURTHER THAT Council direct staff to submit Resolution 2021-124, copies of the reports prepared by Triton Engineering Services Limited, and the resolution from this report to the Ministry of the Environment, Conservation & Parks.

- b. Report OPS 2021-035 being a report on the award of an emergency generator for the Mount Forest & District Sports Complex 063

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report OPS 2021-035 being a report on the award of an emergency generator for the Mount Forest & District Sports Complex;

AND FURTHER THAT Council award the Township's request for proposal 2021-009 to Wagler Electric at an upset limit of \$127,800 plus applicable taxes;

AND FURTHER THAT Council authorize the Director of Operations or their designate to sign any necessary agreements with the successful bidders to execute this project.

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 September 27, 2021 Council agenda, with the exception of those items identified for separate discussion, be approved and the recommendations therein be adopted:

CONSIDERATION OF ITEMS FOR SEPARATE DISCUSSION AND ADOPTION

NOTICE OF MOTION

COMMUNITY GROUP MEETING PROGRAM REPORT

Councillor Yake (Ward 1):

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

Councillor Burke (Ward 2):

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

Councillor Hern (Ward 3):

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

Councillor McCabe (Ward 4):

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

Mayor Lennox:

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

BY-LAWS

- | | |
|--|-----|
| a. By-law Number 090-21 being a by-law to authorize the execution of a Transfer Payment Agreement between Her Majesty The Queen In Right Of Ontario as represented by the Minister of Infrastructure and The Corporation of the Township of Wellington North. (Investing in Canada Infrastructure Program (ICIP): COVID-19 Resilience Infrastructure Stream – Local Government Intake Stream Projects) | 066 |
| b. By-law Number 091-21 being a by-law to amend By-law Number 5000-05, a by-law to regulate the parking or stopping of vehicles on highways, public parking lots and in some instances, private property within the Township of Wellington North. | 124 |
| c. By-law Number 092-21 being an Interim Control By-law to prohibit the use of land, buildings and structures for cannabis production related uses on any and all lands located within the Township of Wellington North. | 126 |

Recommendation:

THAT By-law Number 090-21, 091-21 and 092-21 be read a First, Second and Third time and enacted.

CULTURAL MOMENT

- | | |
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| • Celebrating the Rothwell Family Farm & Apple Orchard | 128 |
|--|-----|

CONFIRMING BY-LAW

129

Recommendation:

THAT By-law Number 093-21 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 September 27, 2021 be read a First, Second and Third time and enacted.

ADJOURNMENT

Recommendation:

THAT the Regular Council meeting of September 27, 2021 be adjourned at ___: p.m.

MEETINGS, NOTICES, ANNOUNCEMENTS

Mount Forest Lions Chicken Drive-thru Dinner	Tuesday, September 28, 2021	
88.7 The River Golf Tournament with proceeds to the Mount Forest Aquatics Committee – Pike Lake	Wednesday, September 29, 2021	9:00 a.m. to 2:00 p.m.
PIN Volunteer Engagement Series – Mentoring and Succession Planning	Wednesday, September 29, 2021	Noon – 1:00 p.m.
Arthur Lions Chicken Drive-thru Dinner	Thursday, September 30, 2021	
Thanksgiving – office closed	Monday, October 11, 2021	
Regular Council Meeting – via video conference	Tuesday, October 12, 2021	2:00 p.m.
Regular Council Meeting – via video conference	Monday, October 25, 2021	7:00 p.m.

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

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

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

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
MINUTES OF REGULAR COUNCIL MEETING – SEPTEMBER 13, 2021 AT 2:00 P.M.
CLOSED SESSION TO FOLLOW OPEN SESSION
VIA WEB CONFERENCING - <https://www.youtube.com/watch?v=noSqyrY1qlo>**

Members Present:

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

Member Absent:

Councillor: Dan Yake

Staff Present:

Chief Administrative Officer:	Michael Givens
Director of Legislative Services/Clerk:	Karren Wallace
Deputy Clerk:	Catherine Conrad
Director of Finance:	Adam McNabb
Director of Operations:	Matthew Aston
Manager of Transportation Services:	Dale Clark
Manager of Recreation Services:	Tom Bowden
Community Recreation Coordinator:	Mandy Jones
Economic Development Officer:	Dale Small
Chief Building Official:	Darren Jones
Human Resources Manager:	Chanda Riggi
Director of Fire Services/Fire Chief:	Chris Harrow
Planner:	Matthieu Daoust

CALLING TO ORDER

Mayor Lennox called the meeting to order.

ADOPTION OF THE AGENDA

RESOLUTION: 2021-279

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT the Agenda for the September 13, 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: 2021-280

Moved: Councillor Burke

Seconded: Councillor Hern

THAT the Council of the Corporation of the Township of Wellington North recess the September 13, 2021 Regular Meeting of Council at 2:02 p.m. for the purpose of holding a Public Meeting under the Planning Act:

- *Jorge and Maria Barros, Minor Variance*

CARRIED

RESUME REGULAR MEETING OF COUNCIL

RESOLUTION: 2021-281

Moved: Councillor Burke

Seconded: Councillor Hern

THAT the Council of the Corporation of the Township of Wellington North resume the September 13, 2021 Regular Meeting of Council at 2:08 p.m.

CARRIED

DEPUTATION

1. Helen Edwards, Seniors' Centre for Excellence and Glynis Belec, ACE Coordinator
 - Request for funding

Ms. Edwards and Ms. Belec were joined by Doris Cassan, Kaye Ayres and Patti Emery.

Ms. Edwards and Ms. Belec provided an update on the activities of the Seniors' Centre for Excellence, programs and service delivery changes during COVID, and reviewed funding opportunities that were brought to North Wellington.

Ms. Ayres and Ms. Emery provided input on the importance of virtual programming during COVID for residents. Many seniors were left feeling depressed and lonely with the closing of seniors' programs in the last year and a half. The virtual programs have helped to combat those feelings by helping seniors connect with their communities.

Council was asked for funding support for the Seniors' Centre for Excellence in the amount of \$10,000. This would help support the salary of the ACE Coordinator. The Town of Minto Council approved funding at their August meeting.

Council directed staff to investigate funding options and bring a report to a future Council meeting.

ADOPTION OF MINUTES OF COUNCIL AND PUBLIC MEETING

1. Regular Meeting of Council, August 23, 2021
2. Public Meeting, August 23, 2021

RESOLUTION: 2021-282

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT the minutes of the Regular Meeting of Council and the Public Meeting held on August 23, 2021 be adopted as circulated.

CARRIED

BUSINESS ARISING FROM PREVIOUS MEETINGS OF COUNCIL

1. Resolution to declare the unopened portion of Clyde Street as surplus to the needs of the municipality

RESOLUTION: 2021-283

Moved: Councillor Burke

Seconded: Councillor Hern

BE IT RESOLVED THAT the unopened portion of Clyde Street, fronting on Ayrshire Street be declared surplus to the needs of the municipality.

CARRIED

IDENTIFICATION OF ITEMS REQUIRING SEPARATE DISCUSSION

3a, 5b, 6a, 7a, 7b, 7c, 8a

ADOPTION OF ALL ITEMS NOT REQUIRING SEPARATE DISCUSSION

RESOLUTION: 2021-284

Moved: Councillor McCabe

Seconded: Councillor Hern

THAT all items listed under Items for Consideration on the September 13, 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 August 8, 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 August 27, 2021.

THAT the Council of the Corporation of the Township of Wellington North receive Report DC 2021-022 being a report on Consent Application (Easement) B70-21, 2506661 Ontario Ltd.; known as Part Lots 2 & 3, Survey Crown in the Town of Arthur;
AND FURTHER THAT the Council of the Township of Wellington North supports consent application B70-21 as presented.

THAT the Council of the Corporation of the Township of Wellington North receive Report 2021-12 being the Building Permit Review for the period ending August 31st, 2021.

THAT the Council of the Corporation of the Township of Wellington North receive Report EDO 2021-024 Community Improvement Program;

AND FURTHER THAT Council approves the following Community Improvement Grants:

- \$5,500 to Casa Verde Imports, at 7633 Highway 6 in Arthur*
- \$1,750 to Roc 'n' Dukes Pet Supplies at 281 Main Street South in Mount Forest*
- \$6,500 to Brent Rawn for improvements to 160 King Street W. in Mount Forest*

THAT the Council of the Corporation of the Township of Wellington North receive the Vendor Cheque Register Report dated August 30, 2021.

THAT the Council of the Corporation of the Township of Wellington North receive Report OPS 2020-028 being a report on the Township's year-to-date (July, 31, 2021) wastewater treatment plant flows.

THAT the Council of the Corporation of the Township of Wellington North receive correspondence dated August 16, 2021 from Xplornet regarding proposed 45 metre Self-Support Tower at 9064 Concession 11, Mount Forest and Project Description Package.

THAT the Council of the Corporation of the Township of Wellington North receive the Town of Grand Valley, Notice of Complete Application & Statutory Public Meeting for a Consent to Sever and Zoning By-law Amendment Applications.

THAT the Council of the Corporation of the Township of Wellington North receive THE People and Information Network (PIN), Media Release dated September 1, 2021, The enormous effect of volunteers throughout the pandemic cannot be underscored.

CARRIED

CONSIDERATION OF ITEMS FOR SEPARATE DISCUSSION AND ADOPTION

RESOLUTION: 2021-285

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North receive Report CBO 2021-11 being a report on RSM Building Consultants Inc.;

AND FURTHER THAT Council authorize the Mayor and Clerk to enter into a by-law to appoint Gerald Moore as a Building Official under the Building Code Act for the Corporation of the Township of Wellington North for the purpose of carrying out or enforcing regulations in accordance with the Building Code Act.

AND FURTHER THAT Council authorize the Mayor and Clerk to enter into a by-law to appoint Barbara Mochy as a Building Official under the Building Code Act for the Corporation of the Township of Wellington North for the purpose of carrying out or enforcing regulations in accordance with the Building Code Act.

CARRIED

RESOLUTION: 2021-286

Moved: Councillor Hern

Seconded: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North receive Report TR2021-014 being a report on Cemetery Care and Maintenance cash management and administrative requirements;

FURTHER THAT Council direct staff to transition the Township care and maintenance trust activities to Guaranteed Funeral Deposits for future administration.

CARRIED

RESOLUTION: 2021-287

Moved: Councillor McCabe

Seconded: Councillor Burke

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

CARRIED

RESOLUTION: 2021-288

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North receive for information Report OPS 2021-026 being a report on Traffic Counts.

CARRIED

RESOLUTION: 2021-289

Moved: Councillor Burke

Seconded: Councillor Hern

THAT the Council of the Corporation of the Township of Wellington North receive Report OPS 2021-024 being a report to update by-law 10-8 a by-law to regulate traffic in the Township of Wellington North;

AND FURTHER THAT Council approve the housekeeping changes as identified within this report and direct staff to bring a revised by-law back to a future meeting of Council;

AND FURTHER THAT Council authorize the Mayor and Clerk to sign the by-law.

CARRIED

RESOLUTION: 2021-290

Moved: Councillor McCabe

Seconded: Councillor Hern

THAT the Council of the Corporation of the Township of Wellington North receive Report OPS 2021-029 being a report to provide a status update on the work associated with the re-rating of the Mount Forest Wastewater Treatment Plant

CARRIED

RESOLUTION: 2021-291

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North receive Report CAO 2021-006 being a report on the Official Plan – Municipal Comprehensive Review;

AND FURTHER THAT Council of the Township of Wellington North direct staff to convey the below identified recommendations to the County of Wellington:

- 1. County of Wellington (Cow) implement policies to phase growth to ensure that development and implementation of services required for complete communities e.g., social services, policing, emergency services, recreation opportunities/facilities, greenspace (parks, trails), transportation network upgrades, childcare, solid waste services, access to potable water, wastewater services and execution of accessibility requirements happen in an orderly well thought out manner. As many of these services are offered through a mix of County and member municipal resources, detailed planning and cooperation is needed.*
- 2. Cow to undertake consultations with landowners for redesignating future development lands in Wellington North to better reflect current and future use (e.g. agriculture).*
- 3. Land designations to be updated in the Official Plan to reflect the Township of Wellington North Community Growth Plan recommendations.*
- 4. Cow consider adjusting growth forecasts for members municipalities to reflect ability and willingness to service designated lands.*
- 5. Consideration be given to adjusting urban boundaries throughout the county (swaps) to reflect local land use realities (i.e., agriculture land designated future development within urban boundaries) and ability to service.*
- 6. Cow to consider process for friendly annexation of lands from Grey County in the northwest area of Mount Forest for future industrial growth (employment lands).*
- 7. Cow develop policies for alternative services i.e., wells/septics within urban areas where municipal water, wastewater constraints exist, and expansion of those municipal services do not make economic or environmental sense.*
- 8. Cow develop policies to encourage dry industry in designated areas of the county.*
- 9. Cow acknowledge treatment of leachate from the county landfill site impacts Wellington North's ability to service future growth.*
- 10. Cow Planning Committee members be invited to attend the Public Meetings associated with Official Plan Amendment applications.*

CARRIED

NOTICE OF MOTION

No Notice of Motion tabled.

COMMUNITY GROUP MEETING PROGRAM REPORT

Councillor Hern (Ward 3):

- Introduced Arthur Lions Members Glen Cheyne, Alan Rawlins and Wayne Horton and announced that an anonymous donor has donated \$100,000 for the Brent Barnes Memorial Skatepark. A group of children working to raise funds received a \$1,000 donation from Wightman's.

Mayor Lennox:

- The Arthur Shop Local Sidewalk Saturday event and limited Arthur Fall Fair were very successful
- The Louise Marshal Hospital Grand Opening was held this past week. Mayor Lennox recognized the work of the health care workers during the pandemic and the construction. The improved community hospital will serve our needs for many years to come.

BY-LAWS

- a. By-law Number 086-21 being a by-law to appoint Building Official under the Building Code Act (Gerald Moore)
- b. By-law Number 087-21 being a by-law to appoint Building Official under the Building Code Act (Barbara Mocny)
- c. By-law Number 088-21 being a by-law to establish a highway in the Former Town of Mount Forest

RESOLUTION: 2021-292

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT By-law Number 086-21, 087-21 and 088-21 be read a First, Second and Third time and enacted.

CARRIED

RECESS

RESOLUTION: 2021-293

Moved: Councillor Burke

Seconded: Councillor Hern

That the Council of the Corporation of the Township of Wellington North recess at 3:28 p.m. to reconvene at 4:30 pm.

CARRIED

RESOLUTION: 2021-294

Moved: Councillor Burke

Seconded: Councillor McCabe

That the Council of the Corporation of the Township of Wellington North resume the regular meeting of Council at 4.31 pm

CARRIED

CLOSED MEETING SESSION

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

- (b) personal matters about an identifiable individual, including municipal or local board employees;
- (c) a proposed or pending acquisition or disposition of land by the municipality or local board;
- (k) a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board.

RESOLUTION: 2021-295

Moved: Councillor McCabe

Seconded: Councillor Hern

THAT the Council of the Corporation of the Township of Wellington North go into a meeting at 4.31 p.m. that is closed to the public under subsection 239 (2) of the Municipal Act, 2001, specifically:

- (b) personal matters about an identifiable individual, including municipal or local board employees;*
- (c) a proposed or pending acquisition or disposition of land by the municipality or local board;*
- (k) a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board.*

CARRIED

1. REPORTS

- Report OPS 2021-027 being a report to provide a status update on the work associated with accepting landfill leachate at the Mount Forest Wastewater Treatment Plant (WWTP)
- Report HR 2021-003 being a report on the recommendations of the Township's Looking Ahead Committee
- Report CLK 2021-026 Potential Sale of 100 South Water Street

2. REVIEW OF CLOSED SESSION MINUTES

- August 23, 2021

3. RISE AND REPORT FROM CLOSED MEETING SESSION

RESOLUTION: 2021-296

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North rise from a closed meeting session at 6.24 p.m.

CARRIED

RESOLUTION: 2021-297

Moved: Councillor Burke

Seconded: Councillor Hern

THAT the Council of the Corporation of the Township of Wellington North receive Report OPS 2021-027 being a report to provide a status update on the work associated with accepting landfill leachate at the Mount Forest Wastewater Treatment Plant (WWTP);

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

RESOLUTION: 2021-298

Moved: Councillor McCabe

Seconded: Councillor Hern

THAT the Council of the Corporation of the Township of Wellington North receive Report HR 2021-003 being a report on the recommendations of the Township's Looking Ahead Committee;

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

RESOLUTION: 2021-299

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North receive Report CLK 2021-026 Potential Sale of 100 South Water Street.

CARRIED

RESOLUTION: 2021-300

Moved: Councillor Burke

Seconded: Councillor McCabe

BE IT RESOLVED THAT the lands known as 100 South Water Street be declared surplus to the needs of the municipality.

CARRIED

RESOLUTION: 2021-28

Moved: Councillor Hern

Seconded: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North approve the Closed Meeting Minutes of the August 23, 2021 Council Meeting.

CARRIED

CONFIRMING BY-LAW 089-21

RESOLUTION: 2021-301

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT By-law Number 089-21 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 September 13, 2021 be read a First, Second and Third time and enacted.

CARRIED

ADJOURNMENT

RESOLUTION: 2021-302

Moved: Councillor Hern

Seconded: Councillor Burke

THAT the Regular Council meeting of September 13, 2021 be adjourned at 6.27p.m.

CARRIED

CLERK

MAYOR

Safe Communities Wellington County Leadership Table Meeting

Microsoft Teams Meeting

9:30 a.m., June 16, 2021

In Attendance

Pasquale Costanzo, County of Wellington, Roads
Angelle Eybel, Chair, Minto Safe Communities
Anna Vanderlaan, WDG Public Health
Campbell Cork, Wellington County Councillor
Corrie Trewartha, Wellington County OPP
Keegan Wilcox, Wellington County OPP
Jamie Wingate, GET Safe Communities
Adrienne Crowder, Wellington Guelph Drug Strategy
Sarah Bowers-Peter, Crime Stoppers Guelph Wellington
Cathy Sweeney, County of Wellington EM
Haley Burnett, Student, Wellington Heights
Jensen Williams, Guelph-Wellington Women in Crisis
Barb Evoy, Fergus Educational Services
Blaine Burman, County of Wellington, Social Services
Jess Rowden, Upper Grand District School Board
Kim Campbell, CMHA
Karren Wallace, Township of Wellington North
Joanne Ross-Zuj, Wellington County Police Services Board
Helen Edwards, Township of Mapleton – Seniors Centre for Excellence

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

II. Approval of Minutes – May 19, 2021 - It was Moved by Barbara Evoy Seconded by Campbell Cork that the minutes of the meeting held May 19, 2021 be approved. **CARRIED**

III. Presentation – Support After Suicide Program – Kim Campbell (10 minutes + Q & A)

- I. Established last year supporting community members after a suicide death
- II. Partnership with Wellington County OPP and CMHA
- III. Death by Suicide impacts many individuals – Reach out proactively vs reactively. – Bereavement Therapy – Provide Peer Support – Connecting to resources
- IV. Here for Hope website has a lot of great resources to support people in their bereavement
- V. Running Bereavement Groups and put together a lot of tools and resources
- VI. Jane has started a podcast – On CMHA Website
- VII. We receive referrals from OPP, CMHA, Victim Services and Community
- VIII. Will do Outreach to Community Groups

IV. New Business

- I. National Injury Prevention – Monday, July 5, 2021 – 5th Annual
 - (1) Township of Mapleton is going green – A la Mode Ice Cream Day to raise awareness about Injury Prevention
 - (2) We will be on social media. Light up Social Media and Light up Canada.
 - (3) Mapleton is having a contest if children post to social media wearing green they will be put into a draw.
 - (4) We are challenging the Town of Minto to Go Green for Injury Prevention!

V. Business Arising

- I. Community Safety and Well-being Plan for Wellington County
 - (1) <https://youtu.be/lpsabYhEzDU> - 60 Second Video
 - (2) www.safewellington.ca
 - (3) Sent out a press release and will be going around to promote The Plan and show the scope of partners working together to keep Wellington County Safe and Well.
 - (4) We are going to continue creating Facebook Live posts to show who is on out Leadership and who is working together
- II. Website – www.safewellington.ca – We are launched – very excited – Check it out!
 - (1) If anyone has updates, please let me know and I can make timely updates. I want fresh information. We would like to optimize the site, so, keep on checking the site out.

VI. Reports from Action Groups

- I. Falls Action Group – 8 week exercise challenge – Put a Spring in your Step!
 - (1) People have noticed a reduction of exercise
 - (2) We launched a social media campaign with the help of Christine
 - (3) We will be participating in Safe Kids Day
 - (4) We too are going to focus on alternating themes; Put a Spring in your Step and A Fall Can Steal your independence!
- II. ISH Action Group – Changing the name – Mental Health and Well-being Action Group (potentially)
 - (1) We want to help support events and organizations
 - (2) Different focus each year – Committed to all populations – Youth, Adult and Older Adult
- III. Motor Vehicle Collisions Action Group
 - (1) Focussing on ATV Safety – Create Public Awareness – Reaching out to all municipal partners
 - (2) Looking to collaborate and even partner with different stakeholders
 - (a) Looking into an app that will inform ATV riders about the roads they are able to ride on.

- IV. **Taskforce (Bullying)**
 - (1) Plan is to implement by September
 - (2) We have decided that we will be doing a presentation series – we have met a couple of times and we will have an action plan for September 2021

- V. **Accidental Poisoning Action Group – Addiction and Substance Use**
 - (1) Right now focussing on data right now – Connecting with the hospitals, public health, police
 - (2) Report at September meeting and receive feedback
 - (3) Support Not Stigma – August 31

- VI. **Reports from Safe Communities Groups**
 - (1) **Minto Safe Communities**
 - (a) We have been meeting, but virtual has been difficult
 - (b) Have submitted our funding
 - (i) Depending on openings, we are hoping to do an in-person bike rodeo for Safe Kids Day or on a weekend
 - (ii) Hoping to connect with the OPP to partner on this initiative

 - (2) **Mapleton Safe Communities**
 - (a) Facebook Page launch along with National Injury Prevention Day initiative

 - (3) **Wellington North – Partnering with Minto and Mapleton would be a great partnership – if we can work collaboratively, it will help keep Wellington County Safe and Well.**
 - (i) Splash pads are open. Our recreational facilities are open – New Outdoor Gym in Arthur!
 - (ii) Mobile Law Van travelling through Wellington County!

- VII. **Reports from Municipalities and Organizations**
 - (1) **Crime Stoppers Guelph Wellington**
 - (a) **Cyber Safety Event – Thursday, June 17 – Partnering with Guelph Police Service**
 - (i) Advantage that it is online, so, it is available to Guelph and Wellington County
 - (ii) Submit questions in advance if you want to. Ask the questions if you don't know who to ask.
 - (iii) What you should look out for and tips
 - (iv) Go online and share the event!

 - (b) **CSS Unit – We are filling our team – We have had a great response from the community**
 - (i) We will connect regarding the bike rodeo – Hopefully an in person in the Fall.

- (c) **Harriston – Showing of Love Event – Cultural Round Table – Vigil, Walk and Learning surrounding Islamaphobia – 200 people attended – Feeling a shift in the words people are using.**

- (d) **Upper Grand District School Board – Presented at trustee meeting on the equity and inclusion plan – Concerted efforts to push people out of their comfort zones.**
 - (i) **Watch the Vimeo Website for more details**
 - (ii) **Prayer rooms at schools – Include Halal and Kosher in the cafeteria**

- (e) **Guelph Wellington Women in Crisis – Back in person in the office**

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

- (a) September 15, 2021
- (b) November 17, 2021 (elections)

V. Thoughts from the Floor

- I. **Safe Kids Week Recap – 25 families participated – want to talk to individual municipalities to see if we can do a targeted goosechase.**
 - **Less than 1 % of teens achieved their daily requirement for physical exercise over Covid closures**
 - **Less than 5 % of children achieved their daily requirement for physical exercise over Covid closures**

5) Adjournment @ 11:30 am

The Next Leadership Table meeting is scheduled for Wednesday, September 15, 2021 at 9:30 a.m.



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

**Directors Meeting Minutes
September 8, 2021**

Attending: Paula Coffey, Bonnie, McIntosh, Faye Craig, Jacklyn Winter, Dale Small, Tom Gorecki

Jacklyn called the meeting to order @ 5:33 pm and welcomed everyone for coming

Approval of previous months minutes:

-Minutes approved by Tom and seconded by Bonnie

Committee Reports:

1. Economic Development Report – Dale Small

- Dale thanked everyone for their hard work preparing for the sidewalk sale
- Dale noted that the main street from Frederick St. to Eliza St. will be in good shape to use for the sidewalk sale
- The construction crew will leave the road in a condition that is easy to use
- The town guys will take care of placing road closure signs and barriers on the day of the sale

1. Council Report – Councillor Lisa Hern

-Councillor Hern was unable to make it to the meeting

Business arising from the previous meeting

Christmas Shop Local Guide-

-Faye has been speaking to Crystal from the Wellington Advertiser preplanning for the guide

-Faye presented 3 ideas:

1. Ladies night
2. Including pictures of the Christmas tree lighting ceremony
3. Fun kids characters to walk around downtown

-A few other ideas that were discussed were: Winter Wonderland Window Display, Christmas Scavenger Hunt, Christmas tree lighting.

-Faye stated she will contact Rhonda and Sheila to discuss if they would like to still be involved in the Christmas tree lighting ceremony, and what involvement they wanted from the Chamber

-Faye is going to take these ideas back to the WA(Crystal) and they will come up with flyer proof for the directors to approve

Online AGM

- Each director will submit a short video talking about who they are and how they are involved in the Chamber
- Jacklyn will reach out to the MPP, John Nater & Andy Lennox to ask them to submit a short video answering a few questions about supporting local, covid struggles, etc. (Tom will write these questions up and have them to Jacklyn by October 1st)
- Along with these videos the directors would also like to showcase the community award winners

Sidewalk Sale

- Sale time 8:30 am – 2:30 pm
- Set up time 7:30 am -8:30 am
- Tear down time 2:30 – 3:30 pm
- The Lions Club wants to be located at the end of the street (Fredrick St) rather than Charles St. Jacklyn will move them and advise the Baker family who is fundraising for the skateboard park will have to relocate to that area with them.
- Jacklyn will make a note in the vendor placement email that this event will run rain or shine
- The Chamber will be open for a restroom (Jacklyn will make sure enough toiletries are available)
- Bonnie volunteered to hand out the covid social distancing signs to a few businesses as well as the Chamber check-in points
- Tom will be available at the store and will provide water to the vendors
- Dale will be at the Township tent for anyone who has questions during the event

New business:

Round About

- Faye and Paula both noted that the Roundabout is looking terrible and wondered who has the contract to take care of it.
- Faye spoke with Brad Hutchison (Superintendent of County Roads Department). Brad is calling the company the County hired out of the Hillsburgh/Erin area, who are now responsible for the maintenance of Teviotdale, Harriston & Arthur roundabouts, and promised it will be cleaned up very soon

Electrical Outlet at Bump Out

- Tom mentioned he had not noticed the electrical outlet at the bump out where it was to be located and wondered if it was buried under the ground
- Dale followed up and spoke with Tammy Stevenson and yes the conduit and wire for hydro are installed underground from the hydro poles on the west side of the curb extension. They are currently buried underground and will be finished off once bollards are poured

Presidents Report – Tom

- Tom suggested we host 2 sidewalk sales next year

-Tom suggested having an interactive map next year that would show the community where each vendor would be located

-This could be promoted on the Chamber/BIA FB pages and websites

Additions and Deletions:

- Nothing to add

Correspondence:

-None

Financial Statements:

Provided by Be Sure Financial -Jan 1, 2021- August 31, 2021

Meeting closed by Paula and Faye seconded @ 6:31 pm

Meeting Outline for 2021

October 13, 2021

November 10, 2021

December 8, 2021

Chamber AGM

TBD – Late October

5:26 PM

Arthur and District Chamber of Commerce

Profit & Loss

January through August 2021

2021-09-07

Cash Basis

	Jan - Aug 21
Ordinary Income/Expense	
Income	
Christmas Wreath Sales	856.33
Grants Received	3,200.00
Insurance Commission	1,100.60
Lock Down Love repayment	500.00
47200 · Income	
Chair initiative	305.00
Shop Local Website	50.00
Total 47200 · Income	355.00
47230 · Membership Dues received	2,375.00
Total Income	8,386.93
Gross Profit	8,386.93
Expense	
Advertising and Promotion	
Canada Day	262.48
Shop Local	50.00
Total Advertising and Promotion	312.48
Easter Hippity Hop Expense	203.52
Lockdown Love	500.00
Membership Dues	539.01
Miscellaneous	39.55
Shop Local	11.39
6000 · Downtown Beautification	
Downtown Improvements	1,146.89
6000 · Downtown Beautification - Other	1,981.24
Total 6000 · Downtown Beautification	3,128.13
60900 · Business Expenses	
Bank Service Charge	71.85
Total 60900 · Business Expenses	71.85
65000 · Office Expense	
65001 · Computer Maintenance	166.09
65020 · Postage, Mailing Service	20.79
65050 · Telephone, Website	541.52
Total 65000 · Office Expense	728.40
65100 · Other Types of Expenses	
65120 · Insurance - Liability, D and O	704.24
Total 65100 · Other Types of Expenses	704.24
66000 · Payroll Expenses	
Payroll Wages	3,779.35
Total 66000 · Payroll Expenses	3,779.35
Total Expense	10,017.92
Net Ordinary Income	-1,630.99
Net Income	-1,630.99

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
RECREATION, PARKS AND LEISURE COMMITTEE MEETING MINUTES
TUESDAY, SEPTEMBER 7, 2021 @ 4:00 P.M.
VIA WEB CONFERENCING <https://youtu.be/lnHSJTRYyLg>**

Committee Members Present:

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

Staff Members Present:

- Matthew Aston, Director of Operations
- Mandy Jones, Community Recreation Coordinator
- Mike Givens, CAO
- Catherine Conrad, Deputy Clerk

Calling to Order
Chair McCabe called the meeting to order.
Adoption of Agenda
RESOLUTION RPL 2021-045 Moved by Member Yake Seconded by Member Milne <i>THAT the agenda for the September 7, 2021 Township of Wellington North Recreation, Parks and Leisure Committee meeting be accepted and passed.</i> CARRIED
Disclosure of Pecuniary Interest
No pecuniary interest disclosed.
Minutes of Previous Meeting – August 10, 2021 (approved by Council on August 23, 2021)
Business Arising From Minutes
No business arising from minutes
Deputation
No deputations.
Ad Hoc Committee Updates
Arthur BMX Skateboard Park Ad-Hoc Advisory Committee Minutes of August 24, 2021 RESOLUTION RPL 2021-046 Moved by Member Yake Seconded by Member Milne THAT the Recreation, Parks and Leisure Committee receive the minutes of the Arthur BMX/Skateboard Park Ad-Hoc Advisory Committee meeting of August 24, 2021. CARRIED

The Arthur BMX Skateboard Park Ad-Hoc Advisory Committee is looking at a donation of concrete work. A fundraising chicken dinner will be held on September 30. The park will be named in memory of Brent Barnes.

Reports

Recreation Master Plan Update

RESOLUTION RPL 2021-047

Moved by Member Milne

Seconded by Member Yake

THAT the Recreation, Parks and Leisure Committee receive for information the Recreation Master Plan Update.

CARRIED

The Committee reviewed progress on items listed in the Recreation Master Plan including a community development approach to service delivery, staffing, replacement of the Lions Roy Grant Pool, consistent signage and land opportunities for recreation.

Arthur Arena Floor (verbal)

The project is complete from contractor's standpoint. Ice will be started this week. Boards were installed and completed.

Donald Family Diamond Update (verbal)

The last organized baseball on that diamond is this week. A contractor is lined up for end of September and clay is expected to go down in October. The diamond will be ready for next spring.

Items for Consideration

Correspondence with Arthur Seniors Centre

RESOLUTION RPL 2021-048

Moved by Member Yake

Seconded by Member Milne

THAT the Recreation, Parks and Leisure Committee receive for information the correspondence with the Arthur Seniors Centre.

CARRIED

The seniors are agreeable to the end of September date. They have started taking bookings for November and December.

Roundtable

Chair McCabe - Participated in the Minor Hockey raffle on Saturday, September 4th.

Member Milne - The Holstein Rodeo was very successful and well attended.

Director of Operations – Inquired if future meetings will be scheduled for 4:00 p.m. Chair McCabe confirmed that future meetings will be held at 4:00 p.m.

Community Recreation Coordinator – a volunteer lunch will be held on September 24th from 11:30 a.m. to 1:30 p.m. Volunteers are asked to pre-register.

Adjournment

RESOLUTION RPL 2021-049

Moved by Member Milne

Seconded by Member Yake

THAT the Township of Wellington North Recreation, Parks and Leisure Committee meeting of September 7, 2021 be adjourned at 4:31 p.m.

CARRIED

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
ARTHUR BMX/SKATEBOARD PARK AD-HOC ADVISORY COMMITTEE
MEETING MINUTES
TUESDAY, AUGUST 24, 2021 @ 7:00 PM
ARTHUR OPTIMIST PAVILION**

Committee Members Present:

- Lisa Hern, Councillor, Chair
- Steve McCabe, Councillor, Member
- Al Rawlins, Lions Member
- Glen Cheyne, Lions Member

Staff Members Present:

- Matthew Aston, Director of Operations
- Mandy Jones, Community Recreation Coordinator

CALLING TO ORDER

Councillor Hern, Chair, called the meeting to order at 7:00 p.m.

ADOPTION OF AGENDA

RESOLUTION ABSP 2021-04

Moved: Glen Cheyne

Seconded: Al Rawlins

THAT the agenda and the supplementary agenda for the August 24, 2021 Township of Wellington North Arthur BMX/Skateboard Park Ad-Hoc Advisory Committee be accepted and passed.

CARRIED

DISCLOSURE OF PECUNIARY INTEREST

No pecuniary interest disclosed.

MINUTES OF PREVIOUS MEETING

- July 7, 2010 – received by Council August 23, 2021

ITEMS FOR CONSIDERATION

1. Council Meeting August 23, 2021 and a pathway forward

Member McCabe provided the Committee with an update on the Council meeting the evening of August 23 and explained that he plans to discuss the current policy requiring community service groups to fundraise all money in advance of a project moving forward. The Arthur BMX/Skateboard project has brought to light a challenging situation and identified ways that council may be able to better support community groups moving forward.

Lions Club members explained that they had a lengthy discussion regarding the possibility of accepting a loan from the township and that it was ultimately defeated. The Lions Club would like to proceed with the project with the funds raised, including their projections which equal a project total of \$120,000.

Phase one will include the completion of the Arthur Skateboard Park. All fundraising efforts will be stopped for phase one prior to major completion of the project. This break will help to ensure that fundraising for phase one and fundraising for later phases of the project do not get confused.

Scope of RFP

Chair Hern has requested that all Committee Members go to view skateboard parks in the surrounding communities prior to our next Committee Meeting. These skateboard parks include Drayton, Mount Forest, Elora, Fergus and Orangeville.

Considerations: The Lions Club would like to approach a local concrete company to see if they would be willing to support the project, rather than putting it through the RFP. This could create some challenges for the project.

The intention is for the RFP to be prepared and presented to Committee in late October, then sent through Recreation, Parks and Leisure Committee in November and posted to the township website.

Approximate Timeline

- September 21, 2021 Arthur BMX Skateboard Park Ad-Hoc Advisory Committee Meeting to discuss site and equipment desires
- October 19, 2021 Committee meeting to review the RFP Scope
- November 2, 2021 Recreation, Parks & Leisure Committee
- November 22, 2021 Township of Wellington North Council
- November 29, 2021 RFP posted to the township website
- January 14, 2022 RFP closes and awarded

These dates are subject to change due to unforeseen circumstances.

2. Arthur BMX Skateboard Park naming

RESOLUTION ABSP 2021-05

Moved: Glen Cheyne

Seconded: Al Rawlins

THAT the Arthur BMX/Skateboard Park Ad-Hoc Advisory Committee recommend to the Township of Wellington North Recreation, Parks and Leisure Committee that the name of the park be the Brent Barnes Memorial Skatepark.

CARRIED

The Arthur Lions Club met the week of August 16th and held a vote on the naming of the skateboard park, passing a motion for the “Brent Barnes Memorial Skatepark”.

3. Fundraising Document

Committee review the fundraising document. Clarification was requested around tax receipts, phasing of the project and cut-off dates.

OTHER BUSINESS

The Lions Club is hosting a Drive-Thru Chicken BBQ on September 30 at the Arthur Area Community Centre. Tickets are available.

The Lions Club will be participating in the Sidewalk Saturday event held downtown Arthur on Saturday September 11, 2021.

There is a group of youth in Arthur that have been raising funds in support of the Arthur BMX/Skateboard Park.

Volunteer Appreciation Lunch is taking place on September 24, 2021 from 11:30 am – 1:30 pm at the Kenilworth Administration Office.

NEXT MEETING

TBD

ADJOURNMENT

RESOLUTION ABSP 2021-06

Moved: Glen Cheyne

Seconded: Al Rawlins

THAT the Township of Wellington North Arthur BMX/Skateboard Park Ad-Hoc Advisory Committee meeting of August 24, 2021 be adjourned at 7:54 pm.

CARRIED



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

**WELLINGTON NORTH CULTURAL ROUNDTABLE COMMITTEE MINUTES
FRIDAY SEPTMEBER 17, 2021 @ 12:01 PM;
IN-PERSON KENILWORTH COUNCIL CHAMBER AND ZOOM MEETING**

Members Present:

Chair Jim Taylor
Gail Donald
Bonny McDougall
Robert Macdonald
Penny Renken
Lisa Hern, Councillor

Members Absent:

Gary Pundsack
Linda Hruska

Guests:

Staff Present:

Dale Small, Economic Development Officer
Tasha Grafos, Administrative Support
Morgan McCannell, Administrative Support

CALLING TO ORDER

Chair Jim called meeting to order 12:06 pm

ADOPTION OF THE AGENDA – Chair Taylor

RESOLUTION: CRT2021-009

Moved: Councillor Lisa

Seconded: Member Gail

THAT the agenda for the September 17, 2021, Cultural Roundtable Committee meeting be accepted and passed.

CARRIED

DISCLOSURE OF PECUNIARY INTEREST

None

MINUTES OF PREVIOUS MEETING – May 20, 2021,

Accepted by Council July 26, 2021.

BUSINESS ARISING FROM THE MINUTES

1. Cultural Plan Update – EDO Dale

We now have a draft; copies were mailed out to members. Draft was received on Tuesday September 14th, mailed on Wednesday. Please review the plan and in the next couple of weeks please provide feedback to Dale.

Section 4, page 17 shows the results of the survey. MDP Insight was pleased with the number of respondents for the survey (235 people).

Page 20 talks about goals and action, if the committee agrees, then these are the types of things that will develop a workplan for the EDO and the objectives of the Cultural Roundtable. EDO Dale discussed the four Goals and subsequent actions that are a part of the plan.

The goal is to get back to MDP Insight with comments on the plan by Mid-October and to have a finalized plan by the end of the calendar year. Having Council to reindorse the plan is important. Chair Jim – are there any general comments from the committee?

If feedback could be sent back to Dale, that would be good, after there is time to review the plan outside of this meeting. Member Penny – Would it be better to have a meeting of this committee monthly until we have this plan finalized? Chair Jim – suggested that our next meeting be in October rather than November. Perhaps a working meeting to finalize comments on the plan to present to MDP Insights. Having the meeting the second week of October.

EDO Dale – suggested October 7 or 14. The group has agreed that October 14 will be the next meeting. The comments will be still sent to Dale by September 30th at the latest – the package then will be updated for an October 14 meeting.

2. WN Cultural Days 2021 – EDO Dale & Morgan McCannell

Historical walking tours through the cemetery lead by Morgan McCannell. These walks will focus on the local history of Mount Forest and the cemetery. Everyone will meet at the chapel in the cemetery and begin the tour from there. Dates Saturday September 25, October 2, October 9, and October 26th at 2pm and 4pm each day. Profits will be donated to Mt Forest and Arthur Food banks. EDO Dale – we would like to have a Cultural Roundtable member with Morgan each day. Please let Dale know which day you are able to attend. Penny is doing October 2nd at 2pm, Gail will be with Morgan for the 4pm walk on this date. Bonny described an interesting tree shaped stone in the cemetery and asked that Morgan look into this stone and possibly add this to the tour. Dale suggested that Bonny join the trial run group that will go out on Wednesday September 22nd. EDO Dale will reach out to members with a finalized schedule.

Volunteer Appreciation celebration is Friday September 24th. Please register on event-brite or let Dale know if you wish to attend. 11:30 am – 1:30 pm. It would be great to see members of the Cultural Roundtable attend this event.

Metz Pumpkin Fest September 25 – Member Bonny, Music has been added to this event, Pumpkins are ready. Weigh in is from 2 – 4, then events are after the weigh in.

Gail is working on trying to get the **Historical Society** ready for Culture Days, to have some kind of booth ready.

3. Cultural Moment

The last Cultural Moment presented to council was about the Toastmasters. Member Gail would like to do a presentation about Kenilworth in November and Member Penny would like to do one on bee keeping. Following the meeting a Cultural Moment was provided by Penny that will go to council on September 27th. Topic is Rothwell Farm and Apple Farm

ROUNDTABLE

Member Robert - nothing to report

Member Penny – Mentioned the LMH Hospital expansion and that the gift shop and Auxiliary Staff are excited about the re-opening. Tour was taken on September 9th.

Member Bonny – Over this summer, working on a poppy project through the Anglican Church in Elora. Completed 132 crocheted poppies that will be on a netting on display at the Church, they are hoping to receive 1500. Roundtable suggested this idea be considered as part of our 2022 workplan.

Member Lisa – updated on the Arthur Lions BMX Skateboard Park and the generous anonymous donation recently received that will pretty much complete the fundraising efforts.

Member Gail – Continue to try to have the Historical Society ready for Culture Days.

Chair Jim – nothing to report

EDO Dale – updated on the Shop Local Sidewalk Saturday program, last day for the Wellington North farmers market is Saturday September 25th

Next meeting date will be October 14, 2021, at 12:00 p.m.

ADJOURNMENT

Resolution: CRT2021-010

Moved: Member Penny

Seconded: Member Bonny

THAT the Cultural Roundtable Committee meeting be adjourned at 1:04 p.m.

CARRIED



PLANNING REPORT for the TOWNSHIP OF WELLINGTON NORTH

Prepared by the County of Wellington Planning and Development Department

DATE: September 22, 2021
TO: Mike Givens, C.A.O.
 Township of Wellington North
FROM: Curtis Marshall, Manager of Development Planning
 County of Wellington
SUBJECT: **Interim Control By-law - Cannabis**

BACKGROUND

On August 23, 2021, Council passed the following resolution:

RESOLUTION: 2021-263

THAT the Council of the Corporation of the Township of Wellington North direct staff to undertake a study in respect of land use planning policies relating to Cannabis Operations within the municipality with respect to noise, odour, water usage, security, traffic, etc.

In response to the resolution, Planning Staff have prepared an Interim Control By-law (ICBL) for Council's consideration which would prohibit the establishments of "Cannabis Production Related Uses" in the Township for a one year period. The prohibition would be in place while the Township undertakes a review/study of the Township's land use planning policies (including zoning), and determines if any changes or new policies should be implemented.

A copy of the proposed ICBL is attached as **Schedule 1** to this report.

PLANNING ACT REQUIREMENTS

Section 38 (1) of the *Planning Act* provides that a Council may pass an Interim Control By-law prohibiting the use of lands, buildings or structures for specific purposes while the municipality conducts a review of land use planning policies.

The By-law and prohibitions remain in effect for one year while a review/study is undertaken. The ICBL may be extended for a second year under the *Planning Act*.

Public notice (including the holding of a public meeting) is not required prior to the passing of an ICBL. The passing of an ICBL is not subject to appeal, however an extension of an ICBL for a second year is subject to appeal under the *Planning Act*.

It should be noted that if an ICBL is passed by the Township, the Township will not be able to pass another ICBL for a three year period.

PROPOSED INTERIM CONTROL BY-LAW

The proposed ICBL prohibits the use of lands, buildings or structures for “Cannabis Production Related Uses” for a one year period in the Township.

A “Cannabis Production Related Use” is defined in the By-law as:

The use of lands, buildings or structures for the purpose of growing, cultivating, raising, producing, processing, drying, harvesting, packaging, treating, testing, destroying, storing and/or distribution of Cannabis as defined by the Cannabis Act, 2018, c. 16 as amended. A Cannabis Production Related Use does not include the growth, production or processing cannabis plants at a residence in accordance with personal use allotments permitted under the Cannabis Act, and by the Province of Ontario for recreational purposes.

The by-law prohibits new commercial and medical cannabis production facilities from being established in the Township. Planning Staff note that the two properties in the Riverstown rural industrial area which have previously obtained zoning by-law amendments to grow cannabis can continue to exist in their current form as “legal non-conforming uses” while the ICBL is in place.

The proposed ICBL also does not prohibit the growing of cannabis plants for recreational purposes at a residence as permitted by the *Cannabis Act* and provincial regulations (currently 4 or fewer).

RETAIL CANNABIS SALES

The proposed ICBL does not prohibit the establishment of new provincially licensed retail cannabis stores.

In January 2019, the Township “opted in” and agreed to host provincially licensed cannabis retail stores. Under provincial regulations retail cannabis stores are permitted anywhere retail uses are permitted in the Township. The one exception is that stores are prohibited from locating within 150 meters of a school. According to the regulations once a municipality “opts in” and agrees to host provincially licensed retail cannabis stores they cannot “opt out” in the future.

The Ontario Alcohol and Gaming Commission (ACGO) licenses cannabis retail stores. Similar to the “liquor license” process, the public and municipalities are given an opportunity to comment on new license applications to the ACGO.

Local residents and the municipality are given notice of applications through a notice posted at the proposed store and through the ACGO’s website.

The municipality or local residents may submit written submissions to the Registrar about whether the proposed store is in the public interest. The submissions must be sent within 15 calendar days after the notice is posted.

The Registrar will consider written submissions as to why the proposed store is not in the public interest as set out in the regulation made under the Cannabis Licence Act, 2018. Only the following matters of public interest can be considered by the Registrar when reviewing a license application:

- Protecting public health and safety

- Protecting youth and restricting their access to cannabis
- Preventing illicit activities in relation to cannabis

The Registrar's decision to issue or to refuse a Cannabis Retail Store Authorization is final. Relief may be sought by way of an Application for Judicial Review to the Superior Court of Justice.

CANNABIS STUDY

Planning Staff together with Township Staff will be commencing a study of the Township's planning policies related to cannabis production facilitates. The study will include:

- A review Federal licensing regulations and requirements for cannabis production and processing (Medical and Commercial)
- A review of other municipal studies, by-laws and regulations in the province.
- A review of the existing Provincial planning policies, County Official Plan polices and the Township Zoning By-law regulations related to cannabis
- Consideration of the land use impacts of cannabis production and processing facilities including but not limited to: *noise, odour, water usage, security, traffic, etc.*
- The preparation of draft recommendations for Council's consideration
- A Public Meeting under the Planning Act
- A final recommendation report which may include a draft zoning by-law amendment for Council's consideration.

In terms of next steps, Planning Staff will be preparing a report summarizing the background review for Council's information.

CONCLUSION

Planning Staff have prepared an ICBL for Council's consideration that (if approved) would prohibit the establishment of new "Cannabis Production Related Uses" in the Township for a one year period while the Township undertakes a study on cannabis production and processing.

Respectfully submitted



Curtis Marshall, RPP MCIP
Manager of Development Planning

Schedule 1 – Proposed ICBL

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

**BEING AN INTERIM CONTROL BY-LAW TO PROHIBIT THE USE OF LAND BUILDINGS AND
STRUCTURES FOR CANNABIS PRODUCTION RELATED USES ON ANY AND ALL LANDS LOCATED
WITHIN THE TOWNSHIP OF WELLINGTON NORTH.**

WHEREAS, Section 38 of the *Planning Act*, R.S.O. 1990, c. P.13 as amended, provides that where the Council of a local municipality has, by By-law or resolution, directed that a review or study be undertaken in respect of land use planning policies in the municipality or in any defined area or areas thereof, the Council of the municipality may pass a By-law to be in effect for a period of time specified in the by-law, which period shall not exceed one year from the date of passing thereof, prohibiting the use of land, buildings or structures within the municipality or within the defined area or areas thereof for, or except for, such purposes as are set out in the By-law;

AND WHEREAS Council for the Township of Wellington North passed a resolution on August 23, 2021, directing that a planning study be undertaken to review land use planning policies relating to Cannabis Operations within the municipality;

AND WHEREAS Council for the Township of Wellington North has determined that it is in the public interest to prohibit the use of specific lands within the Township for Cannabis Production Related Uses, as more particularly defined herein, so as to allow the Township to review and, if considered appropriate, implement the findings of the review and study referred to herein;

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

1. For the purposes of this By-law the following definition applies:
 - a. “Cannabis Production Related Uses” means:

The use of lands, buildings or structures for the purpose of growing, cultivating, raising, producing, processing, drying, harvesting, packaging, treating, testing, destroying, storing and/or distribution of Cannabis as defined by the Cannabis Act, 2018, c. 16 as amended. A Cannabis Production Related Use does not include the growth, production or processing of cannabis plants at a residence in accordance with personal use allotments permitted under the *Cannabis Act*, and by the Province of Ontario for recreational purposes.
2. Notwithstanding all permitted uses and regulations of the Township of Wellington North Zoning By-law 66-01 as amended, no lands, buildings or structures shall be used for Cannabis Production Related Uses within the Township of Wellington North.

3. This By-law shall be in effect for one (1) year from the date of passing unless otherwise extended in accordance with the provisions of the *Planning Act*.

READ A FIRST AND SECOND TIME THIS _____ DAY OF _____, 2021

READ A THIRD TIME AND PASSED THIS _____ DAY OF _____, 2021

_____.

MAYOR

_____.

CLERK



Staff Report

To: Mayor and Members of Council Meeting of September 27th, 2021

From: Dale Small,
Economic Development Officer

Subject: EDO 2021-025 Rural Economic Development (RED) Grant Application

RECOMMENDATION

THAT THE Council of the Corporation of the Township of Wellington North receive the Economic Development Officer Rural Economic Development (RED) Grant application report EDO 2021 – 025,

AND FURTHER THAT Council supports the Mount Forest Streetscaping Program application being submitted in partnership with the Mount Forest BIA.

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

February 20, 2020 RED Grant application Arthur Streetscaping Program

BACKGROUND

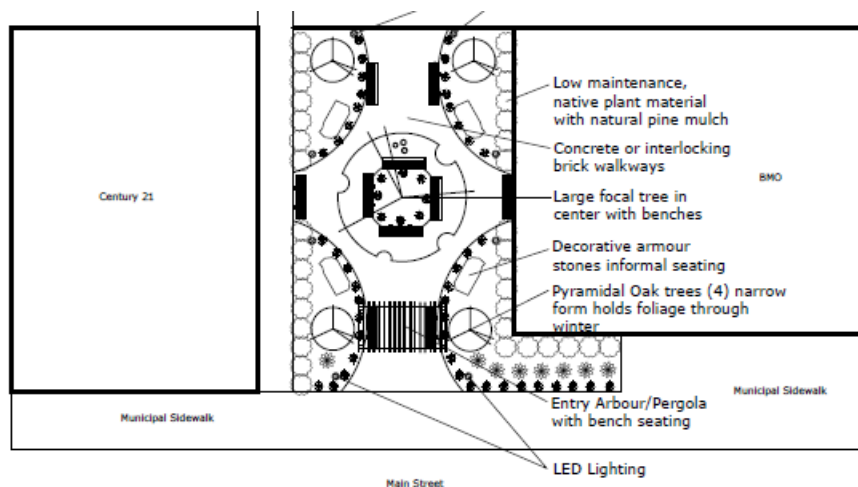
In July 2019, the province announced the revitalized Rural Economic Development (RED) program. This revitalized program was to put the focus on outcome-based projects that would have tangible benefits for Ontario's rural and Indigenous communities. The intent from the province was for the RED program to better align with the government's priorities to remove barriers to investment, open doors to rural economic development and create good jobs across the province.

In February of 2020 the Township, in-partnership with the Arthur Chamber and BIA submitted a RED grant application as part of the revitalized program. This application was approved in July 2020 and enabled the Township along with the BIA and Chamber, to install the Christmas Snowflake decorations on George Street last Christmas as well as supporting the purchase and installation of the Outdoor Gym equipment this past summer.

On August 18th, 2021, the province announced the next application intake for the Rural Economic Development (RED) Program would be from August 30th, 2021, to October 1st, 2021. This provides us with a great opportunity to continue with our Downtown Revitalization and Streetscaping programs. In-partnership with the Mount Forest B.I.A. we intend to submit a Mount Forest Streetscaping Program application that would include a number of projects that would be completed within the Mount Forest BIA.

A brief overview of these projects follows.

BMO Parklet.....The BIA has received permission from the BMO to install a Parklet on the vacant space to the south of the Bank of Montreal. The intent is to establish a low maintenance parklet and while final design has not yet been completed a draft follows:



Outdoor Gym..... Following the success of the Outdoor gym installation in Arthur the plan would be to install an ActiveFit, Community Park design, in downtown Mount Forest. Location will be decided should the grant application be successful and a design of the layout and equipment that would be installed is as follows:



Curb Extension or similar.....Along with the BIA we are investigating concerns that have been raised regarding the speed of traffic and the danger to pedestrians crossing Main Street around the King and Main intersection. A curb extension, similar to what is being installed in Arthur, may or may not be the solution however we have asked BMRoss to provide us with a cost estimate that could be used to support our grant application.

Wifi in downtown Mount Forest..... The Mount Forest BIA would like to see this project move forward as would the Township. Unfortunately we had hoped to have it put in place during 2021 however Covid has caused a delay to 2022. This type of project is eligible for RED grant funding and will be included in the application.

Downtown Mural..... Design has not been finalized but the mural would be completed in conjunction with the Parklet.

FINANCIAL CONSIDERATIONS

At this point in time, we are not asking for council's approval for the projects that are included in the grant application. We are simply asking for councils support to the application being submitted in-partnership with the Mount Forest BIA.

Should the application and funding be approved, each project will then be presented to council in more detail as part of the BIA 2022 workplan and funding request approval process. This takes place in December of each year and after the BIA has received approval from their members at their Annual General Meeting.

For council's information we expect the total grant application to be in the vicinity of \$210,000 - \$225,000. Of this amount the application will reflect 50% funding from the BIA, 30% funding from the Rural Economic Development Program and 20% funding from the Township of Wellington North. Implementation of the projects, should they be approved, would take place over 2022 and 2023 and the Township portion of the costs would be reflected in the respective budgets as Council Directed Projects.

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:	Dale Small, Economic Development Officer	<i>Dale Small</i>
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Recommended By:	Michael Givens, Chief Administrative Officer	<i>Michael Givens</i>
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9/15/21

Township of Wellington North
VENDOR CHEQUE REGISTER REPORT
Payables Management

Cheque Number	Vendor Cheque Name	Cheque Date	Amount
77392	Arthur Foodland	9/02/21	\$21.14
77393	Barco Products Canada	9/02/21	\$17,882.34
77394	Bluewater Fire & Security	9/02/21	\$1,227.61
77395	Broadline Equipment Rental Ltd	9/02/21	\$354.44
77396	Chalmers Fuels Inc	9/02/21	\$416.96
77397	Coldwell Banker WIN Realty	9/02/21	\$282.50
77398	Corporate Express Canada Inc.	9/02/21	\$278.96
77399	County of Wellington	9/02/21	\$6,000.00
77400	Duncan, Linton LLP, Lawyers	9/02/21	\$5,718.14
77401	Go Evo	9/02/21	\$1,342.44
77402	Go Glass & Accessories	9/02/21	\$305.10
77403		9/02/21	\$452.00
77404	Hydro One Networks Inc.	9/02/21	\$2,605.71
77405		9/02/21	\$135.60
77406	Kenilworth Feed Service Ltd.	9/02/21	\$945.38
77407	King's Court Apartments Inc.	9/02/21	\$36,000.00
77408	Landmark Municipal Services UL	9/02/21	\$4,746.00
77409	Manulife Financial	9/02/21	\$62,492.30
77410	Mount Forest Foodland	9/02/21	\$192.81
77411	Orangeville Citizen	9/02/21	\$453.36
77412	Premier Equipment Ltd.	9/02/21	\$12.23
77413		9/02/21	\$1,900.00
77414	Steed and Evans Limited	9/02/21	\$535,839.60
77415	The Office of the Registrar Ge	9/02/21	\$2,400.00
77416	Enbridge Gas Inc.	9/02/21	\$626.17
77417	Wightman Telecom Ltd.	9/02/21	\$282.25
EFT0002377	Agrisan SC Pharma	9/02/21	\$4,808.82
EFT0002378	A J Stone Company Ltd.	9/02/21	\$6,368.42
EFT0002379	Arthur Chrysler Dodge Jeep Lim	9/02/21	\$99.16
EFT0002380	Arthur Home Hardware Building	9/02/21	\$1,391.03
EFT0002381	Artic Clear 1993 Inc.	9/02/21	\$32.80
EFT0002382	B M Ross and Associates	9/02/21	\$28,238.87
EFT0002383	Brandt Cambridge	9/02/21	\$525.45
EFT0002384	CARQUEST Arthur Inc.	9/02/21	\$345.69
EFT0002385	Carson Supply	9/02/21	\$1,052.31
EFT0002386	CMT Engineering Inc.	9/02/21	\$8,218.51
EFT0002387	Code 4 Fire & Rescue Inc	9/02/21	\$1,417.02
EFT0002388	CW AND COMPANY	9/02/21	\$280.24
EFT0002389	Decker's Tire Service	9/02/21	\$160.46
EFT0002390	Dewar Services	9/02/21	\$339.00
EFT0002391	Central Square Canada Software	9/02/21	\$17,183.70
EFT0002392		9/02/21	\$79.30
EFT0002393	Econolite Canada Inc	9/02/21	\$17,997.11
EFT0002394	Eric Cox Sanitation	9/02/21	\$452.00
EFT0002395	Frey Communications	9/02/21	\$7,741.23
EFT0002396	H Bye Construction Limited	9/02/21	\$50,672.14
EFT0002397	Hort Manufacturing (1986) Ltd.	9/02/21	\$636.96
EFT0002398	Ideal Supply Inc.	9/02/21	\$102.60
EFT0002399	International Trade Specialist	9/02/21	\$53.16
EFT0002400	J J McLellan & Son	9/02/21	\$2,125.59
EFT0002401	JOB-INC Electric	9/02/21	\$639.58
EFT0002402	KORE Mechanical Inc.	9/02/21	\$2,632.01
EFT0002403	K Smart Associates Limited	9/02/21	\$27,108.05
EFT0002404	Lifesaving Society	9/02/21	\$16.80

Cheque Number	Vendor Cheque Name	Cheque Date	Amount
EFT0002405	Maple Lane Farm Service Inc.	9/02/21	\$6.01
EFT0002406	Marc Appareil Company	9/02/21	\$793.48
EFT0002407	Martin Drainage	9/02/21	\$1,087.38
EFT0002408		9/02/21	\$46.70
EFT0002409	North Wellington Co-op Service	9/02/21	\$46.74
EFT0002410	Ont Clean Water Agency	9/02/21	\$7,006.29
EFT0002411	PETRO-CANADA	9/02/21	\$4,825.71
EFT0002412	Print One	9/02/21	\$19.05
EFT0002413	Purolator Inc.	9/02/21	\$133.92
EFT0002414	R&R Pet Paradise	9/02/21	\$2,376.72
EFT0002415	Rintoul's Pools & Spas Ltd.	9/02/21	\$450.87
EFT0002416	RLB LLP	9/02/21	\$14,690.00
EFT0002417	ROBERTS FARM EQUIPMENT	9/02/21	\$796.42
EFT0002418	Rural Routes Pest Control Inc.	9/02/21	\$84.75
EFT0002419	Sanigear	9/02/21	\$612.41
EFT0002420	SGS Canada Inc.	9/02/21	\$1,533.41
EFT0002421	SLBC Inc.	9/02/21	\$7,427.49
EFT0002422	Suncor Energy Inc.	9/02/21	\$7,804.43
EFT0002423	Technical Standards & Safety A	9/02/21	\$466.69
EFT0002424	Teviotdale Truck Service & Rep	9/02/21	\$4,639.86
EFT0002425	Triton Engineering Services	9/02/21	\$25,606.09
EFT0002426	Turriss Sites Development Corp.	9/02/21	\$68.74
EFT0002427	Wellington Advertiser	9/02/21	\$1,797.59
EFT0002428	Wellington North Power	9/02/21	\$66,728.93
EFT0002429	WJF Instrumentation (1990) Ltd	9/02/21	\$7,345.00
EFT0002430	Young's Home Hardware Bldg Cen	9/02/21	\$64.07
77418	Arthur Foodland	9/09/21	\$60.94
77419	BELLAMY CONTRACTING SERVICES L	9/09/21	\$169.50
77420	Bluewater Fire & Security	9/09/21	\$2,130.95
77421	Broadline Equipment Rental Ltd	9/09/21	\$4,390.89
77422		9/09/21	\$38.95
77423	Canadian Tire #066	9/09/21	\$96.03
77424	Chalmers Fuels Inc	9/09/21	\$954.32
77425		9/09/21	\$14.50
77426	Hydro One Networks Inc.	9/09/21	\$758.62
77427	Kronos Canadian Systems Inc.	9/09/21	\$1,165.59
77428		9/09/21	\$60.20
77429	Royal Bank Visa	9/09/21	\$7,875.84
77430		9/09/21	\$405.15
77431	Trevor Roberts Auto Repair	9/09/21	\$929.49
77432	Waste Management	9/09/21	\$1,064.46
77433	Wightman Telecom Ltd.	9/09/21	\$135.46
EFT0002431	ALS Canada Ltd.	9/09/21	\$261.04
EFT0002432	Arthur Home Hardware Building	9/09/21	\$261.03
EFT0002433	Coffey Plumbing, Div. of KTS P	9/09/21	\$1,850.54
EFT0002434	County of Wellington	9/09/21	\$169.19
EFT0002435	Delta Elevator Co. Ltd.	9/09/21	\$915.21
EFT0002436	Digital Boundary Group	9/09/21	\$8,136.00
EFT0002437	Stephen Dineen	9/09/21	\$85.00
EFT0002438	Elmira Pet Products	9/09/21	\$5,383.81
EFT0002439	FOXTON FUELS LIMITED	9/09/21	\$693.10
EFT0002440	G & H Small Engines	9/09/21	\$61.02
EFT0002441	Grand River Conservation Auth	9/09/21	\$17,914.67
EFT0002442	Ideal Supply Inc.	9/09/21	\$434.81
EFT0002443	J J McLellan & Son	9/09/21	\$1,220.40
EFT0002444	JOB-INC Electric	9/09/21	\$447.48
EFT0002445	Kraemer LLP	9/09/21	\$3,225.40
EFT0002446	Lange Bros.(Tavistock) Ltd	9/09/21	\$3,955.00
EFT0002447	Marc Appareil Company	9/09/21	\$1,495.88
EFT0002448	Martins TLC	9/09/21	\$6,757.40

Cheque Number	Vendor Cheque Name	Cheque Date	Amount
EFT0002449		9/09/21	\$200.00
EFT0002450	North Wellington Co-op Service	9/09/21	\$37.15
EFT0002451	Ontario One Call	9/09/21	\$113.96
EFT0002452	Orkin Canada Corporation	9/09/21	\$50.85
EFT0002453	Purolator Inc.	9/09/21	\$52.71
EFT0002454	ROBERTS FARM EQUIPMENT	9/09/21	\$50.00
EFT0002455	Sanigear	9/09/21	\$536.07
EFT0002456	Stephen Hale	9/09/21	\$1,638.50
EFT0002457	Suncor Energy Inc.	9/09/21	\$1,507.14
EFT0002458	Turris Sites Development Corp.	9/09/21	\$68.74
EFT0002459	Wellington Advertiser	9/09/21	\$1,460.68
EFT0002460	Yake Electric Ltd	9/09/21	\$6,096.35
EFT0002461	Young's Home Hardware Bldg Cen	9/09/21	\$920.45
77434	Abell Pest Control Inc	9/15/21	\$66.92
77435	Bell Canada	9/15/21	\$729.00
77436	Bell Mobility	9/15/21	\$917.96
77437	Broadline Equipment Rental Ltd	9/15/21	\$345.08
77438		9/15/21	\$41.00
77439	Canadian Rink Services	9/15/21	\$2,848.74
77440	Corporate Express Canada Inc.	9/15/21	\$111.61
77441		9/15/21	\$802.97
77442	Firechek Protection Services I	9/15/21	\$899.48
77443	Highland Restoration DKI	9/15/21	\$1,900.00
77444	Human Response Monitoring Cent	9/15/21	\$271.20
77445	Hydro One Networks Inc.	9/15/21	\$63.97
77446		9/15/21	\$1,900.00
77447	Jim's Auto Service	9/15/21	\$821.39
77448	Leslie Motors Ltd.	9/15/21	\$253.57
77449		9/15/21	\$1,900.00
77450	Noah McDougall-Cook	9/15/21	\$1,900.00
77451	Stacy Muir	9/15/21	\$130.00
77452	OPSEU Local 226	9/15/21	\$158.20
77453	Royal Bank Visa	9/15/21	\$1,416.78
77454	Steed and Evans Limited	9/15/21	\$48,202.44
77455	Stemar Jerseys Ltd	9/15/21	\$1,900.00
77456	Sterling Backcheck Canada Corp	9/15/21	\$52.26
77457	Waste Management	9/15/21	\$10.17
EFT0002462	Acapulco Pools Limited	9/15/21	\$1,275.77
EFT0002463	ARTHUR BIA	9/15/21	\$4,812.50
EFT0002464	Arthur Home Hardware Building	9/15/21	\$287.56
EFT0002465	Claussen Farms Custom Farming	9/15/21	\$18,066.15
EFT0002466	Decker's Tire Service	9/15/21	\$2,844.21
EFT0002467	Dave Ferrier	9/15/21	\$275.00
EFT0002468	Frey Communications	9/15/21	\$93.78
EFT0002469	Ideal Supply Inc.	9/15/21	\$40.45
EFT0002470	M & L Supply, Fire & Safety	9/15/21	\$867.42
EFT0002471	Mt Forest Business Improvement	9/15/21	\$7,500.00
EFT0002472	North Wellington Co-op Service	9/15/21	\$5.67
EFT0002473	OSIM Inc.	9/15/21	\$124.30
EFT0002474	Reeves Construction Ltd	9/15/21	\$112.59
EFT0002475	Suncor Energy Inc.	9/15/21	\$8,193.11
EFT0002476	Triton Engineering Services	9/15/21	\$6,634.80
EFT0002477	Peavey Industries LP	9/15/21	\$203.39
EFT0002478		9/15/21	\$337.86
EFT0002479	Wellington Advertiser	9/15/21	\$1,688.37
EFT0002480	Wellington North Power	9/15/21	\$10,885.52
EFT0002481	Young's Home Hardware Bldg Cen	9/15/21	\$13.06
	Total Cheques:		\$1,238,244.52



Staff Report

To: Mayor and Members of Council
Meeting of September 27, 2021

From: Adam McNabb, Director of Finance

Subject: Report TR2021-15 Being a report on the proposed 2022 Budget Schedule

RECOMMENDATION

THAT Council of the Corporation of the Township of Wellington North receive Report TR2021-15 being a report on the proposed 2022 budget schedule for information;

AND FURTHER THAT council endorse the schedule proposed by staff as follows:

- September 3 - Budget templates circulated to Senior Management Team
- October 1 or earlier – Budget inputs provided to finance team for consolidation
- October 15 or earlier - Budget Discussions between Senior Management Team Members and Director of Finance
- October 29 - Consolidated Budget Draft prepared for Senior Management review
- November 22 - Staff presents proposed budget to Council
- December 13 - Staff / Council presents revised budget to Public for Comment
- January 10, 2022 - Staff / Council presents revised budget based with Public Consultation (if required), and 2022 Budget By-law passed

PREVIOUS PERTINENT REPORTS / BY-LAWS / RESOLUTIONS

N/A

BACKGROUND

The purpose of this report is to define the proposed schedule for the completion of the 2022 annual budget (operating and capital). Appreciating that the current operating environment introduces certain challenges from a collaboration standpoint, it is the view of the author that providing clarity around cadence, timing, and expectations to deliver a comprehensive, and well-thought-out municipal budget for council consideration will alleviate uncertainty, and allow for appropriate scheduling for both council and staff.

FINANCIAL CONSIDERATIONS

The annual Township Budget details the operational and capital expenditures of the organization for the year and is integral in setting the levy to be imposed upon businesses and residents of the Township to facilitate service delivery.

ATTACHMENTS

Proposed 2022 budget schedule.

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?

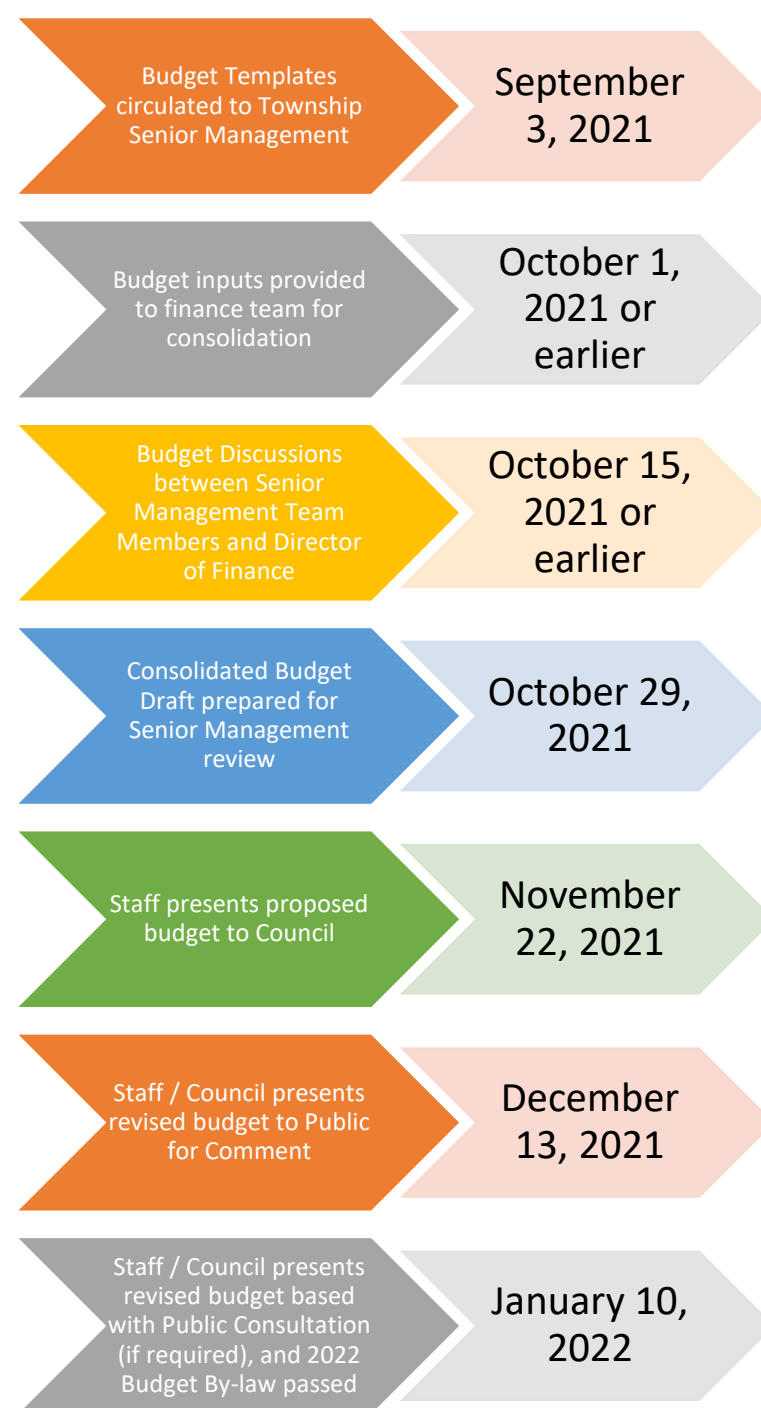
Modernization and Efficiency Partnerships
 Municipal Infrastructure Alignment and Integration

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

2022 Proposed Budget Schedule



2022 Draft Budget Process for the Township of Wellington North





Staff Report

To: Mayor and Members of Council
Meeting of September 27, 2021

From: Adam McNabb, Director of Finance

Subject: Report TR2021-16 Being an update report on the Safe Restart / Covid-19 Recovery funds

RECOMMENDATION

THAT Report TR2021-16 being an update report on the Safe Restart / Covid-19 Recovery funds be received for information;

FURTHER THAT council direct staff to utilize the Covid-19 Recovery funds to support the Senior Centre for Excellence to a maximum amount of \$10,000.

PREVIOUS PERTINENT REPORTS / BY-LAWS / RESOLUTIONS

N/A

BACKGROUND

The purpose of this report is to update council on the current balance of the Safe Restart / Covid-19 Recovery funds received from the Provincial Government to address COVID-19-related operating costs.

As noted in the March 4, 2021, letter from the Honourable Steve Clark, Minister of Municipal Affairs and Housing:

“... your municipality is accountable for using this funding for the purpose of addressing your priority COVID-19 operating costs and pressures.”

At the September 13th meeting of Council, a deputation lead by Helen Edwards and Glynis Belec, ACE Coordinator, put forward a request for funding in the amount of \$10,000 in support to the Seniors' Centre for Excellence (SCE) for 2022. Council directed staff to investigate funding options and bring a report to a future Council meeting.

As discussed at the meeting, there are several funding streams available to Council to support this request – most notably:

- Inclusion in the 2022 operating budget

- Contribution from the Tax Rate Stabilization reserve (location of existing Covid-19 recovery funds)
- Contribution from the Council Community & Contingency Reserve (current balance \$7,640)

FINANCIAL CONSIDERATIONS

The following considerations should be given in relation to the above funding streams available to council:

- Inclusion in the 2022 operating budget would have a negative impact in levy increase, and shared amongst all residents and businesses of Wellington North
- Contribution from the Tax Rate Stabilization reserve – this is the location where residual Covid-19 recovery funds are being held. Current balance of Covid-19 Recovery funds are as follows; however, it should be noted that the Township continues to experience increased cost pressures directly attributable to the Covid-19 global pandemic as the landscape and regulations affecting Township operations evolve.

<i>Covid-19 Safe Restart / Recovery Fund Reconciliation:</i>	
SRA Phase 1 Allocation	311,000.00
SRA Phase 2 Allocation	62,000.00
2021 Covid-19 Recovery Funding	198,991.00
2020 Cost Pressure Offset Allocation	(218,445.91)
2021 Covid-19 Expenses Incurred	(21,487.99)
2021 Amount reported to support Recreation Cancellations	(134,002.70)
Current Balance held in Tax Rate Stabilization Reserve	198,054.40
2021 Considerations:	
2021 Programing (Smaller cohorts, additional cleaning, modified schedules)	TBD
SCE Contribution (Council direction TBD)	TBD
Security for Vaccination Checks at Township Facilities	TBD
Others ?	TBD
Current estimated balance	198,054.40

- Contribution from the Council Community & Contingency Reserve – while a viable funding source, utilization of these dollars would minimize council’s ability to address unforeseen 2022, and potentially future, council directed community projects of equal or higher priority.

Weighing the above, it is the recommendation of the author that the Council of the Township of Wellington North support the SCE via a contribution for the Tax Rate Stabilization reserve – more specifically, the Covid-19 recovery funds.

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:** Adam McNabb, Director of Finance*Adam McNabb***Recommended By:** Michael Givens, Chief Administrative Officer*Michael Givens*



WELLINGTON NORTH

SEMPER PORRO

Staff Report

To: Mayor and Members of Council Meeting of September 27, 2021

From: Matthew Aston, Director of Operations

Subject: OPS 2021-031 being a report on the Township's 2021 wastewater reserve capacity

RECOMMENDATION

THAT Council of the Township of Wellington North receive Report OPS 2021-031 being a report on the Township's 2021 wastewater reserve capacity be received;

AND FURTHER THAT Council review and adopt the 2021 Reserve Capacity Calculations for Arthur and Mount Forest as prepared by Triton Engineering Services Limited dated April 8, 2021;

AND FURTHER THAT Council direct staff to submit Resolution 2021-124, copies of the reports prepared by Triton Engineering Services Limited, and the resolution from this report to the Ministry of the Environment, Conservation & Parks.

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

Report OPS 2021-013 being a report on the 2021 sewage allocations

RESOLUTION: 2021-124

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

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

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

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

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

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

Report OPS 2020-012 being a report on the Township's sewage allocation policy

BACKGROUND

The Township of Wellington North, in compliance with the Ministry of Environment, Conservation & Parks (MECP) guidelines, submits annual wastewater reserve capacity calculations for its wastewater treatment plants in Arthur and Mount Forest.

For 2021, Triton Engineering Services Limited (Triton) has completed these reserve capacity calculations for both wastewater treatment plants and submitted a report on each to the Township – see Schedule A – Arthur, Schedule B – Mount Forest.

As part of this process, the MECP requires a resolution be passed by Council to “review and adopt” the reserve capacity calculations as completed by Triton.

As shown within the Arthur report, “Uncommitted Reserve Capacity” in equivalent residential units is shown to be +342 which indicates that following the Arthur WWTP – Phase 1 upgrade which indicates the treatment plant is currently processing wastewater, when reviewing a three year average daily flow, below its new design capacity of 1,860 cubic metres.

As shown within the Mount Forest report, “Uncommitted Reserve Capacity” in equivalent residential units is +1,164 which indicates the treatment plant is currently processing wastewater, when reviewing a three year average daily flow, below its design capacity of 2,818 cubic metres.

The content of this report was brought to the April 26, 2021, meeting of Council, however, the clauses related to “review and adopt” and submission to the MECP of the resolution were omitted in error.

FINANCIAL CONSIDERATIONS

NA

ATTACHMENTS

Schedule A – Arthur's 2021 Uncommitted Reserve Capacity
Schedule B – Mount Forest's 2021 Uncommitted Reserve Capacity

STRATEGIC PLAN 2019 – 2022

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

Yes

No

N/A

Which priority does this report support?

- Modernization and Efficiency Partnerships
 Municipal Infrastructure Alignment and Integration

Prepared By: Matthew Aston, Director of Operations

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



105 Queen Street West, Unit 14
 Fergus
 Ontario N1M 1S6
 Tel: (519) 843-3920
 Fax: (519) 843-1943
 Email: info@tritoneng.on.ca

ORANGEVILLE • FERGUS • HARRISTON

April 8, 2021

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

Attention: Darren Jones,
 Chief Building Official

RE: TOWNSHIP OF WELLINGTON NORTH
 COMMUNITY OF ARTHUR
 2021 RESERVE CAPACITY CALCULATIONS
 OUR FILE: A5510(21) R05 & R46

Dear Sir:

The attached tables outline the 2021 reserve capacity calculations for the water supply and sewage treatment systems in Arthur. The reserve capacities have been calculated in accordance with Ministry of the Environment, Conservation and Parks (MECP) guidelines. Nine **(9)** new residential units were occupied and connected to the municipal systems in Arthur in 2020.

Water System:

The three (3) year average maximum day demand of the water system decreased from 1,572m³/day to **1,521m³/day** over the past year. The 2021 uncommitted reserve capacity of the water system is **444** new development equivalent residential units (ERUs) based on the systems firm capacity of **2,255m³/day**.

The Arthur water system is a single pressure zone watermain distribution network that includes two elevated towers and three supply wells. MECP Guidelines indicate that the water supply system is to be capable of satisfying the Maximum Day Demand (MDD), and that where the supply available is greater than MDD, the storage requirement can be reduced accordingly. Given this, the current storage volume requirement is **978m³** which is below the system storage volume currently available of 1,134m³. Note: This current volume does not include the multileg tower volume as the recent inspection indicated that the structure is nearing the end of its service life and further maintenance and/or modifications to extend this are not advisable.

The storage volume required to support the committed developments noted in Table 3 indicates that the existing available storage will be sufficient to service the committed developments.

Refer to Table 1.0 and Table 1.1 for additional information.



Wastewater Treatment Plant:

In December of 2020, Phase 1 Expansion of the Arthur WWTP became operational, increasing the treatment capacity of the plant from 1,465m³/day to 1,860m³/day. Additionally, the three-year annual average day flow decreased from 1,400m³/day to **1,333m³/day**. The 2021 uncommitted reserve capacity for the sewage treatment plant is **342** new development ERUs.

Based on Golden Valley Farm's most recent monitoring report dated December 2020, the number of remaining committed units for this industry is eight (**8**) ERUs as reflected in Table 3.

Additionally, in conjunction with the reserve capacity calculations, we have completed a high-level assessment of the extraneous flows within the Arthur sewage collection system. This assessment compares the precipitation, temperature, average day demand of water and the average day flow measured at the WWTP on a monthly basis. The results indicate that the extraneous flows over and above the expected amount within a typical system is, on average, **226m³/day**, which equates to an estimated **240 ERUs**. The relationship between the wastewater flows, precipitation and temperature is indicative of a system that is subject to groundwater infiltration and sump pump connections to the sanitary system, but not necessarily direct inflow (i.e., roof leaders, catchbasins), given the high wastewater flows noted during the spring melt with little correlation noted to times of high precipitation (i.e., June & July).

Summary:

It is important to note that Forest View Estates, Seawaves Homes and Phase 3 of the Eastridge Landing Subdivision are included as committed development in these calculations as per Table 3, therefore will not reduce the water supply and wastewater treatment ERUs available for uncommitted developments.

It is evident that there exists a significant amount of infiltration in the current wastewater flows. As such, we recommend that the Township investigate the source of this on-going infiltration within the system, beginning with a cursory update to the 2015 Inflow and Infiltration Study.

Following Council's review and adoption of the attached report, we would recommend that a copy be forwarded to the MECP District Office in Guelph and the Wellington County Planning Department.

We trust you will find the enclosed to be in order. Should you have any questions, please do not hesitate to contact this office.

Yours very truly,

TRITON ENGINEERING SERVICES LIMITED



Dustin Lyttle, P. Eng.



Ray Kirtz, P.Eng.

Encl.

cc: Mike Given, Chief Administrative Officer, Township of Wellington North
 Matt Aston, Director of Operations, Township of Wellington North
 Corey Schmidt, Water & Sewer Supervisor, Township of Wellington North



TABLE 1.0
TOWNSHIP OF WELLINGTON NORTH
ARTHUR
WATER SUPPLY 2021 RESERVE CAPACITY

DESCRIPTION	2021
1 Firm Capacity ¹	2,255
2 Three-Year Max Day Demand (m ³ /d) ²	1,521
3 Three-Year Average Day Demand (m ³ /d) ³	1,048
4 Reserve Capacity (m³/d) (1) - (2)	734
5 Three-Year Max/Average Day Peak Factor (2) ÷ (3)	1.45
6 Three-Year Average Day Residential Demand (m ³ /d) ⁴	625
7 Peaked Max Day Residential Flow (m ³ /d) (5) x (6)	908
8 Serviced Households ⁵	918
9 Persons Per Existing Residential Unit (2016 Census Data)	2.4
10 Population Served (8) x (9)	2,203
11 Maximum Residential Day Demand Per Capita (m ³ /d) (7) ÷ (10)	0.412
12 Additional Population that can be Served (4) ÷ (11)	1,780
13 Person Per New Equivalent Residential Unit (ERU) (2018 Growth Management Plan)	2.7
14 Additional Equivalent Residential Units that can be served. (12) ÷ (13)	662
15 Committed Equivalent Residential Units (Table 3)	218
16 Uncommitted Reserve Capacity Equivalent Residential Units (14) - (15)	444
¹ Based on production for Well 8A/8B only (2,255m ³ /day each), assumes Well 7A (1,961m ³ /d) is off-line.	
² Max day demand is the average of the maximum day demand of 2018, 2019 and 2020 adjusted (1,514, 1,478 and 1,572m ³ /d respectively).	
³ Average day demand is the average daily demand from 2018, 2019 and 2020 (1,025, 1,080 and 1039m ³ /d respectively)	
⁴ Average residential demand is the average daily demand with the ICI users discounted from 2018, 2019 and 2020 (587, 636 and 653m ³ /day, respectively)	
⁵ As per the 2020 Water and Waste Water Rates Study	

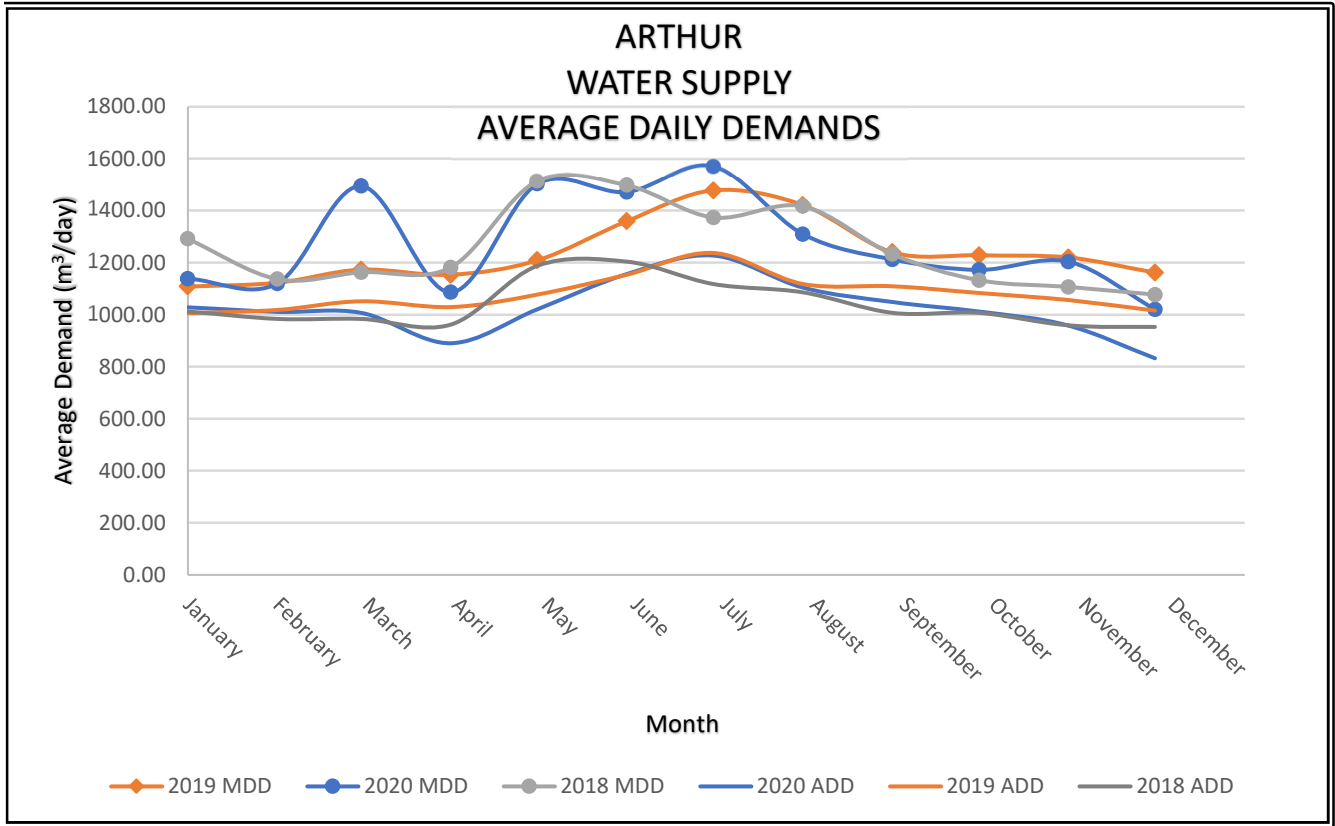


TABLE 1.1
TOWNSHIP OF WELLINGTON NORTH
ARTHUR
WATER SYSTEM 2021 STORAGE ASSESSMENT

DESCRIPTION	2021
1 Existing System Storage (m ³) ¹	1,137
2 Three-Year Max Day Demand (m ³ /d) (Table 1)	1,521
3 Storage Required (m ³) (as per MECP Guidelines)	978
4 Existing Surplus Storage Available (m³) (1) - (3)	159
5 Committed Equivalent Residential Units (Table 3)	218
6 Storage Required to Service Committed Developments (m ³)	1,072
7 Additional Storage Available (m³) (1) - (6)	65
¹ Existing multi-leg tower is nearing the end of its expected service life. Therefore, its volume (227m ³) has not been included in available storage assessment.	

TABLE 2.0
TOWNSHIP OF WELLINGTON NORTH
ARTHUR
WASTEWATER 2021 RESERVE CAPACITY

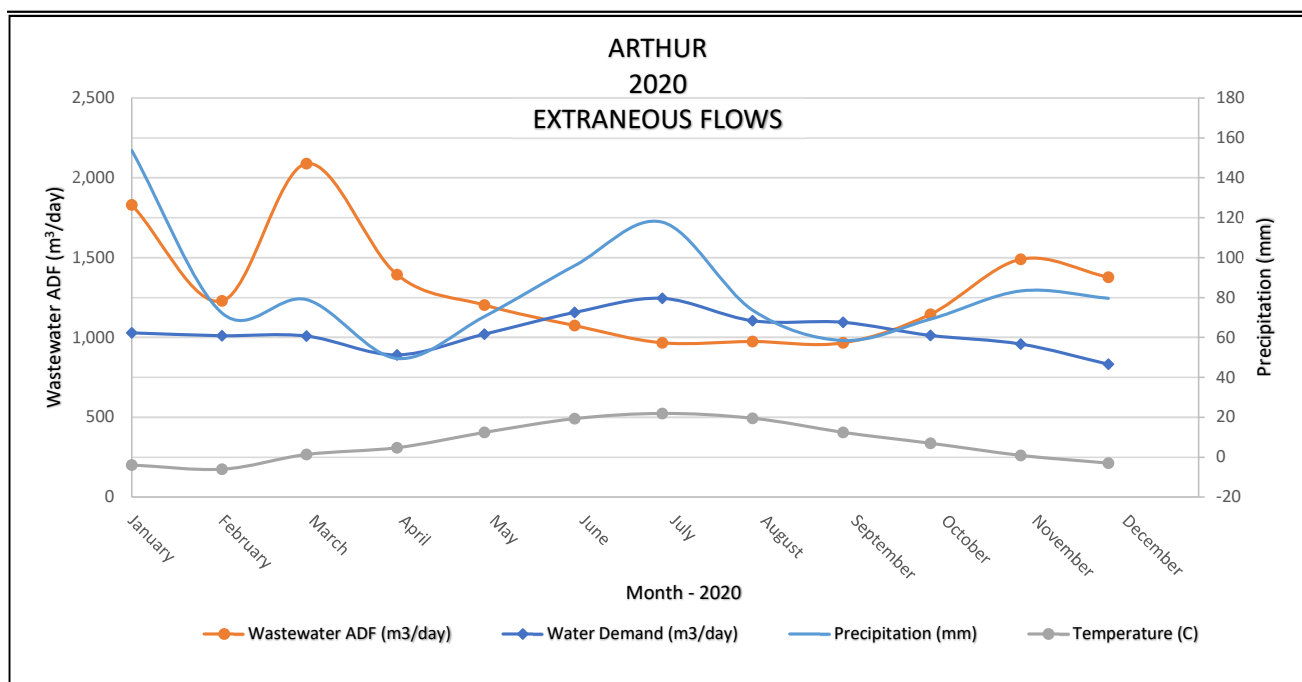
DESCRIPTION	2021
1 Design Capacity of Sewage Treatment Facility (m ³ /d)	1,860
2 Average Day Flow ¹ (m ³ /d) (Average of 2018, 2019 and 2020 Average Day Flows)	1,333
3 Reserve Capacity (m ³ /d) (1) - (4)	527
4 Expected New Development Per Capita Flow ² (m ³ /d)	0.350
5 Additional Population that can be Served (3) ÷ (4)	1,507
6 Person Per Equivalent Residential Unit (2018 Growth Management Plan)	2.7
7 Estimated New Equivalent Residential Unit Flow Rate (4) x (6)	0.942
8 Additional New Equivalent Residential Units that can be Served (5) ÷ (6)	560
9 Committed Development Residential Units (Table 3)	218
10 Uncommitted Reserve Capacity New Development Equivalent Residential Units (7) - (8)	342
¹ Average of 2018, 2019 and 2020 (1,356, 1,326 and 1,316 m ³ /day respectively).	
² Adjusted per person flow rate based on MOE recommended values and supported by current water usage rates.	

TABLE 3.0
TOWNSHIP OF WELLINGTON NORTH
ARTHUR
SUMMARY OF DEVELOPMENTS 2021

COMMITTED DEVELOPMENTS	TOTAL UNITS	UNITS OCCUPIED IN 2020	REMAINING UNITS AT END OF 2020
Eastridge Landing (Phase 3)	103	0	103
Forest View Estates (Domville St.)	50	0	50
Seawaves Homes (Gordon St.)	37	0	37
SUB-TOTAL		0	190
INFILL LOTS ¹	20		20
GOLDEN VALLEY ²	8		8
TOTAL COMMITTED UNITS			218
¹ 20 infill lots to be allocated each year.			
² Based on highest Semi-Annual Monitored Flow and allowable flow rate of 181m ³ /day			

TABLE 4.0
TOWNSHIP OF WELLINGTON NORTH
ARTHUR
EXTRANEOUS FLOWS 2020

MONTH	PRECIPITATION ¹ (mm)	AMBIENT TEMP. (C°)	WASTEWATER ADF (m ³ /day)	WATER ADD (m ³ /day)	EXTRANEOUS FLOW (m ³ /day)
January-2020	153.6	-3.86	1,829	1,029	800
February-2020	72.2	-6.03	1,228	1,011	217
March-2020	78.9	1.35	2,088	1,008	1,081
April-2020	49.5	4.76	1,393	891	502
May-2020	70.5	12.35	1,203	1,021	182
June-2020	95.9	19.27	1,074	1,156	0
July-2020	117.7	21.91	966	1,244	0
August-2020	73.7	19.54	974	1,104	0
September-2020	58.5	12.49	965	1,095	0
October-2020	69.1	6.92	1,145	1,012	133
November-2020	83.2	0.93	1,489	959	531
December-2020	79.6	-2.91	1,376	833	544
AVERAGE			1,311	1,030	332
REASONABLE EXTRANEOUS FLOW BASED ON POPULATION(m³/day)²					107
EXTRANEOUS FLOW OVER AND ABOVE REASONABLE AMOUNT(m³/day)					226
EQUIVALENT RESIDENTIAL UNITS USED BY EXTRANEOUS FLOWS (ERU)³					240
¹ As recorded at the Shand Dam.					
² Expected infiltration based 60Litres per person per day allowable infiltration, based on modified historic MOE Standard.					
³ Based on Future Development Unit Sanitary Flow Rate					





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 Email: info@tritoneng.on.ca

ORANGEVILLE • FERGUS • HARRISTON

April 8, 2021

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

Attention: Darren Jones,
 Chief Building Official

RE: TOWNSHIP OF WELLINGTON NORTH
 COMMUNITY OF MOUNT FOREST
 2021 RESERVE CAPACITY CALCULATIONS
 OUR FILE: A5510(21) R03 & R47

Dear Sir:

The attached tables outline the 2021 reserve capacity calculations for the water supply and sewage treatment systems in Mount Forest. The reserve capacities have been calculated in accordance with Ministry of the Environment, Conservation and Parks (MECP) guidelines. Twenty-one (21) new residential units were occupied and connected to the municipal systems in Mount Forest in 2020.

Water System:

The three (3) year average maximum day demand of the water system is **2,312m³/day**, resulting in the 2021 uncommitted reserve capacity of the water system being **4,363** new development equivalent residential units (ERUs) based on the systems operational firm capacity of **5,976m³/day**.

The Mount Forest water system is a single pressure zone watermain distribution network that includes one elevated standpipe and four supply wells. MECP Guidelines indicate that the water supply system is to be capable of satisfying the Maximum Day Demand (MDD), and that where the supply available is greater than MDD, the storage requirement can be reduced accordingly. Given this, the current storage volume requirement is **2,722m³** which is above the system storage volume currently available of 2,000m³.

The storage volume required to support the committed developments noted in Table 3 indicates that the existing available storage will be insufficient to service the committed developments.

Refer to Table 1.0 and Table 1.1 for additional information.



Wastewater Treatment Plant:

The reserve capacity calculations indicate a decrease in the three (3) year ADF from **2,121 m³/day** to **1,977m³/day**. Calculations provided in Table 2 (attached) indicate the uncommitted reserve capacity has increased from 591 to **1,164** equivalent residential units. This significant increase is the result in part of the decrease in flows, but also from establishing a new development unit per person flow rate, as supported by the water usage rates.

Table 2 summarizes the sewage treatment reserve capacity calculations for 2021.

Additionally, in conjunction with the reserve capacity calculations, we have completed a high-level assessment of the extraneous flows within the Mount Forest sewage collection system. This assessment compares the precipitation, temperature, average day demand of water and the average day flow measured at the WWTP on a monthly basis. The results indicate that the system is not subject to extraneous flows over and above a reasonable amount within a typical system. There does appear to be a relationship between the wastewater flows, precipitation and temperature however the resulting infiltration on an annual basis is not significant.

Summary:

It is important to note that the active developments as listed in Table 3 are included as committed development, therefore will not reduce the water supply and wastewater treatment ERUs available for uncommitted developments.

The need for additional municipal water storage is apparent based on the calculations. Although the storage deficit is minor, a Municipal Class EA will be required for the construction of a new water storage facility and should therefore be initiated in the near future.

Following Council's review and adoption of the attached report, we would recommend that a copy be forwarded to the MECP District Office in Guelph and the Wellington County Planning Department.

We trust you will find the enclosed to be in order. Should you have any questions, please do not hesitate to contact this office.

Yours very truly,

TRITON ENGINEERING SERVICES LIMITED



Dustin Lyttle, P. Eng.



Ray Kirtz, P.Eng.

Encl.

cc: Mike Given, Chief Administrative Officer, Township of Wellington North
 Matt Aston, Director of Operations, Township of Wellington North
 Corey Schmidt, Water & Sewer Supervisor, Township of Wellington North

TABLE 1.0
TOWNSHIP OF WELLINGTON NORTH
MOUNT FOREST
WATER SUPPLY 2021 RESERVE CAPACITY

DESCRIPTION	2021
1 Firm Operational Capacity ¹	5,976
2 Three-Year Max Day Demand (m ³ /d) ²	2,312
3 Three-Year Average Day Demand (m ³ /d) ³	1,398
4 Reserve Capacity (m³/d) (1) - (2)	3,664
5 Three-Year Max/Average Day Peak Factor (2) ÷ (3)	1.65
6 Three-Year Average Day Residential Demand (m ³ /d) ⁴	1,083
7 Peaked Max Day Residential Flow (m ³ /d) (5) x (6)	1,791
8 Serviced Households ⁵	2,110
9 Persons Per Existing Residential Unit (Technical Servicing Update)	2.5
10 Population Served (8) x (9)	5,275
11 Maximum Residential Day Demand Per Capita (m ³ /d) (7) ÷ (10)	0.340
12 Additional Population that can be Served (4) ÷ (11)	10,792
13 Person Per New Equivalent Residential Unit (ERU) (2018 Growth Management Plan)	2.4
14 Additional Equivalent Residential Units that can be served. (12) ÷ (13)	4,497
15 Committed Equivalent Residential Units (Table 3)	134
16 Uncommitted Reserve Capacity Equivalent Residential Units (14) - (15)	4,363
¹ Operational Capacity is noted as the historic maximum flow rates at each of the Wells, as per the 2020 Technical Study Update.	
² Max day demand is the average of the maximum day demand of 2020, 2019 and 2018 (2,322, 2,447, 2,168m ³ /d respectively).	
³ Average day demand is the average daily demand from 2018, 2019 and 2020 (1,376, 1,420 and 1,398m ³ /d respectively)	
⁴ Average residential demand is the average daily demand with the ICI users discounted from 2018, 2019 and 2020 (1,075 1,097 1,077m ³ /day, respectively)	
⁵ As per the 2020 Water and Waste Water Rates Study	

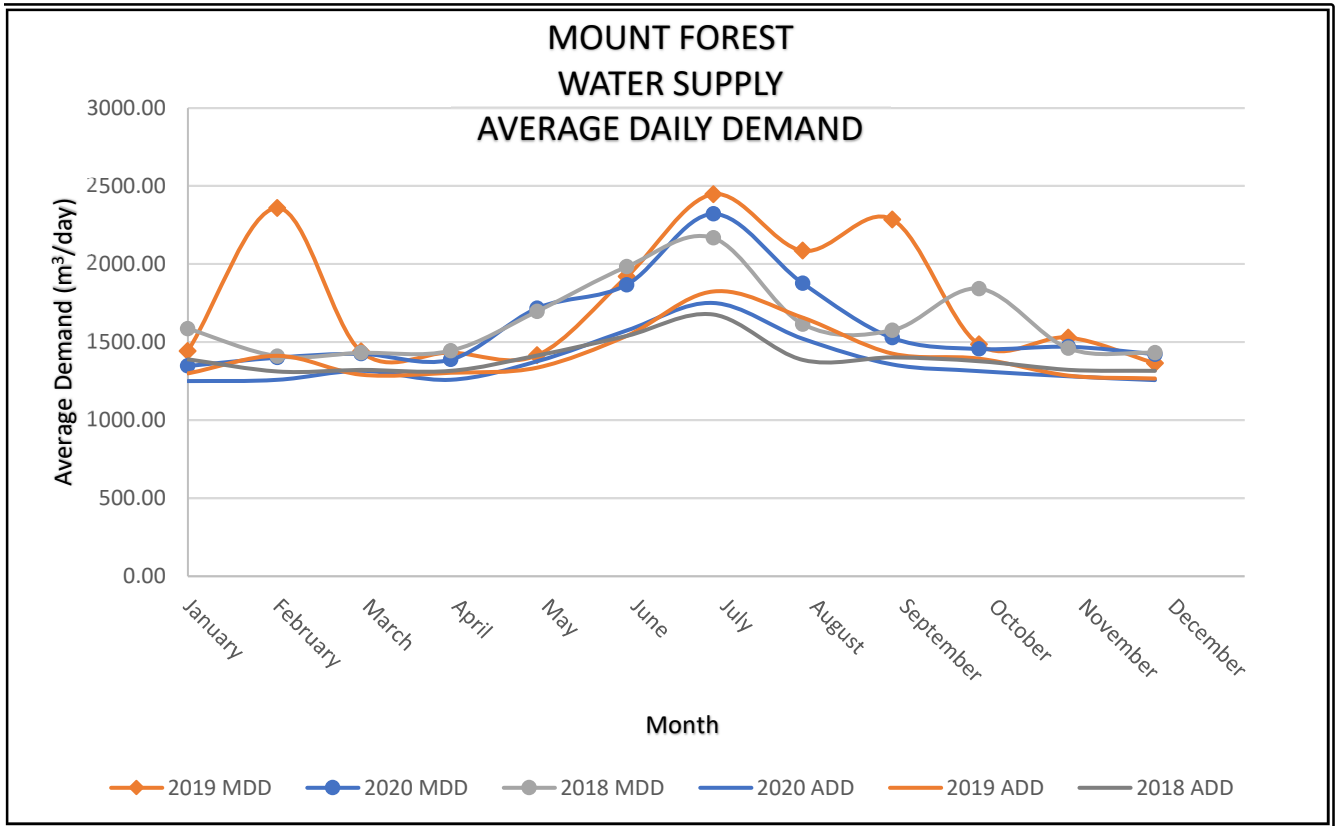


TABLE 1.1
TOWNSHIP OF WELLINGTON NORTH
MOUNT FOREST
WATER SYSTEM 2021 STORAGE ASSESSMENT

DESCRIPTION	2021
1 Existing System Storage (m ³) ¹	2,000
2 Three-Year Max Day Demand (m ³ /d) (Table 1)	2,312
3 Existing Storage Required (m ³) (as per MECP Guidelines)	2,722
4 Existing Surplus Storage Available (m³) (1) - (3)	-722
5 Committed Equivalent Residential Units (Table 3)	134
6 Storage Required to Service Committed Developments (m ³)	2,875
7 Additional Storage Available (m³) (1) - (6)	-875
¹ Existing System Storage provided by Stand Pipe constructed in 1985.	

TABLE 2.0
TOWNSHIP OF WELLINGTON NORTH
MOUNT FOREST
WASTEWATER 2021 RESERVE CAPACITY

DESCRIPTION	2021
1 Design Capacity of Sewage Treatment Facility (m ³ /d)	2,818
2 Average Day Flow ¹ (m ³ /d) (Average of 2018, 2019 and 2020 Average Day Flows)	1,977
3 Reserve Capacity (m ³ /d) (1) - (4)	841
4 Expected New Development Per Capita Flow ² (m ³ /d)	0.270
5 Additional Equivalent Population that can be Served (3) ÷ (4)	3,116
6 Person Per Equivalent Residential Unit (ERU) (2018 Growth Management Plan)	2.4
7 Estimated New Equivalent Residential Unit Flow Rate (4) x (6)	0.648
8 Additional New Equivalent Residential Units that can be Served (5) ÷ (6)	1,298
9 Committed Development Residential Units (Table 3)	134
10 Uncommitted Reserve Capacity New Development Equivalent Residential Units (7) - (8)	1,164
¹ Average day flow is the average daily flow from 2018, 2019 and 2020 (2,039, 1,954, 1,937m ³ /d respectively)	
² Adjusted per person flow rate based on MOE recommended values and supported by current water usage rates.	

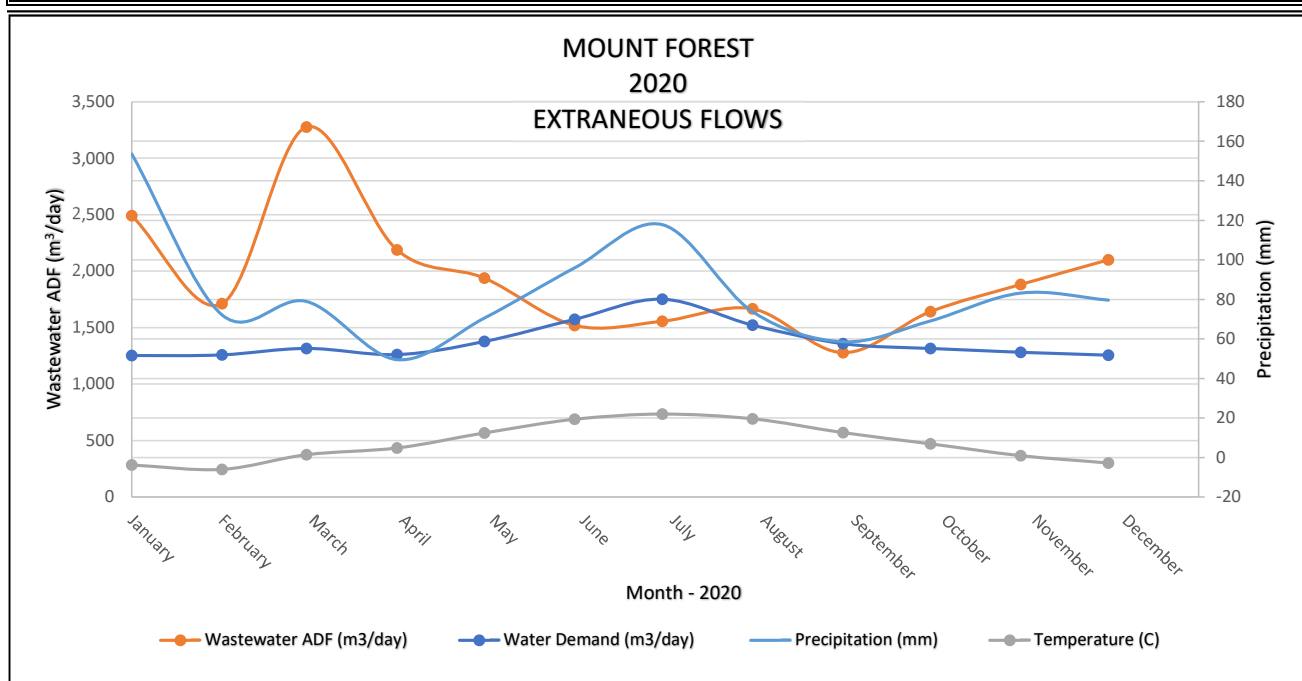
TABLE 3.0
TOWNSHIP OF WELLINGTON NORTH
MOUNT FOREST
SUMMARY OF DEVELOPMENTS 2021

COMMITTED DEVELOPMENTS	TOTAL UNITS	UNITS OCCUPIED IN 2020	REMAINING UNITS AT END OF 2020
Albert Street Estates (Reeves)		0	1
Lucas Subdivision (Reeves)		6	19
Martin Street (Betty Dee Ltd.)		1	1
Cork Street (South Saugeen Developments Inc.)		2	6
Wellington Street East (Peter and Mary Reeves)		1	0
London Road Subdivision (Bye)		0	30
310 Sligo Road West (Sharpe)		8	12
Mount Forest Developments Inc. (Church/Druham)		0	30
Sharon Farms - 730 Princess St		0	15
SUB-TOTAL		18	114
INFILL LOTS ¹	20		20
TOTAL COMMITTED UNITS			134

¹ 20 infill lots to be allocated each year.

TABLE 4.0
TOWNSHIP OF WELLINGTON NORTH
MOUNT FOREST
EXTRANEOUS FLOWS 2020

MONTH	PRECIPITATION ¹ (mm)	AMBIENT TEMP. (C°)	WASTEWATER ADF (m ³ /day)	WATER ADD (m ³ /day)	EXTRANEOUS FLOW (m ³ /day)
January-2020	153.6	-3.9	2,490	1,251	1,239
February-2020	72.2	-6.0	1,712	1,258	455
March-2020	78.9	1.3	3,274	1,316	1,959
April-2020	49.5	4.8	2,188	1,260	929
May-2020	70.5	12.3	1,937	1,377	561
June-2020	95.9	19.3	1,520	1,574	0
July-2020	117.7	21.9	1,556	1,751	0
August-2020	73.7	19.5	1,665	1,521	144
September-2020	58.5	12.5	1,276	1,357	0
October-2020	69.1	6.9	1,642	1,315	327
November-2020	83.2	0.9	1,881	1,281	600
December-2020	79.6	-2.9	2,100	1,256	844
AVERAGE			1,937	1,376	588
REASONABLE EXTRANEOUS FLOW BASED ON POPULATION(m³/day)²					647
EXTRANEOUS FLOW OVER AND ABOVE REASONABLE AMOUNT(m³/day)					-59
EQUIVALENT RESIDENTIAL UNITS USED BY EXTRANEOUS FLOWS (ERU)³					-92
¹ As recorded at the Shand Dam.					
² Expected infiltration based 60Litres per person per day allowable infiltration, based on modified historic MOE Standard.					
³ Based on Future Development Unit Sanitary Flow Rate					





Staff Report

To: Mayor and Members of Council Meeting of September 27, 2021

From: Matthew Aston, Director of Operations

Subject: OPS 2021-035 being a report on the award of an emergency generator for the Mount Forest & District Sports Complex

RECOMMENDATION

THAT the Council of the Township of Wellington North receive Report OPS 2021-035 being a report on the award of an emergency generator for the Mount Forest & District Sports Complex;

AND FURTHER THAT Council award the Township's request for proposal 2021-009 to Wagler Electric at an upset limit of \$127,800 plus applicable taxes;

AND FURTHER THAT Council authorize the Director of Operations or their designate to sign any necessary agreements with the successful bidders to execute this project.

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

NA

BACKGROUND

The request for proposal (RFP 2021-009) for an emergency generator at the Mount Forest & District Sports Complex was advertised on the Township's website starting August 9, 2021, and closed September 20, 2021.

Township had seventeen bid takers for RFP 2021-009.

The Township received four submissions prior to RFP 2021-009 close: Wagler Electric, Yake Electric Ltd, Dewar Services and APS Electric were assessed based on the evaluation detailed within the RFP document – see below.

Category	Description	Points
Experience, Qualifications, Project Management	Company history, qualifications of staff, project management experience	5
Project Scope	Description of proposed scope	10

Project Schedule	Detailed timeline for the project included an estimate project completion date	20
Project References	Description of at least three similar projects complete with Municipal reference	5
Proposal Cost	Project Budget Section	50
Total		100

FINANCIAL CONSIDERATIONS

Township applied to the Investing in Canada Infrastructure Program's COVID-19 Stream Local Government Intake for the installation of an emergency generator at the Mount Forest & District Sports Complex in December 2020. Township was successful in receiving the \$145,000 requested for this project which is 100% funded by the federal (80%) and provincial (20%) governments.

RFP 2021-009 – Emergency Generator

Bidder	RFQ Price[^]
Wagler Electric	\$127,800
Yake Electric Ltd.	\$140,900
Dewar Services	\$133,438
APS Electric	\$169,000

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

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:	Matthew Aston, Director of Operations Adam McNabb, Director of Finance
---------------------	---

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

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

BY-LAW NUMBER 090-21

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF A TRANSFER PAYMENT AGREEMENT BETWEEN HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF INFRASTRUCTURE AND THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH. (Investing in Canada Infrastructure Program (ICIP): COVID-19 Resilience Infrastructure Stream – Local Government Intake Stream Projects)

WHEREAS it is deemed necessary to enter into an agreement with Her Majesty the Queen in Right of Ontario the Minister of Infrastructure with respect to the Investing in Canada Infrastructure Program (ICIP): COVID-19 Resilience Infrastructure Stream – Local Government Intake Stream Projects

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

1. That the Corporation of the Township of Wellington North enter into an agreement with Her Majesty the Queen in Right of Ontario, as represented by the Minister of Infrastructure with respect to the Investing in Canada Infrastructure Program (ICIP): COVID-19 Resilience Infrastructure Stream – Local Government Intake Stream Projects in substantially the same form as the agreement attached hereto as Schedule “A”.
2. That the Mayor and the Clerk of the Corporation of the Township of Wellington North are hereby authorized and directed to execute the agreement and all other documentation required.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 27TH DAY OF SEPTEMBER, 2021.**

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

**TRANSFER PAYMENT AGREEMENT
FOR THE INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):
COVID-19 RESILIENCE INFRASTRUCTURE STREAM – LOCAL GOVERNMENT INTAKE**

THIS TRANSFER PAYMENT AGREEMENT for Investing in Canada Infrastructure Program (ICIP): COVID-19 Resilience Infrastructure Stream – Local Government Intake Stream Projects (the “**Agreement**”) is effective as of the Effective Date.

B E T W E E N:

Her Majesty the Queen in right of Ontario,
as represented by the Minister of Infrastructure

(“**Ontario**” or the “**Province**”)

- and -

Township of Wellington North

(CRA# 873073530)

(the “**Recipient**”)

BACKGROUND

The Investing in Canada Infrastructure Program (“ICIP”) is a federal infrastructure program designed to create long-term economic growth, build inclusive, sustainable and resilient communities, and support a low-carbon economy.

The Government of Canada (“**Canada**”) announced, in its *Budget 2016* and *Budget 2017*, over \$180 billion for the ICIP to support sustainable and inclusive communities, while driving economic growth.

The Honourable Minister of Infrastructure and Communities and the Honourable Minister of Infrastructure entered into the Canada-Ontario Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program for Canada to provide financial support to the Province.

Under the Bilateral Agreement, Canada agrees, amongst other things, to provide contribution funding to the Province under the COVID-19 Resilience Infrastructure stream of ICIP. This stream supports projects that support COVID-19 response and economic recovery efforts.

Also, under the Bilateral Agreement, Ontario agrees to identify projects and be responsible for the transfer of ICIP and provincial funds to eligible recipients pursuant to transfer payment agreements.

The Recipient has applied to the Province for ICIP funds to assist the Recipient in carrying out COVID-19 Resilience Infrastructure Stream – Local Government Intake stream projects.

The Province has submitted to Canada for approval and the Province and Canada have approved, in accordance with the terms and conditions set out in the Bilateral Agreement, the Projects as set out in Schedule “C” (Project Description, Financial Information, and Project Standards).

The Agreement sets out the terms and conditions upon which ICIP funds, up to the Maximum Funds, will be provided to the Recipient for carrying out each Project.

CONSIDERATION

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 **Schedules to the Agreement.** The following schedules and their sub-schedules form part of the Agreement:

- Schedule “A” - General Terms and Conditions
- Schedule “B” - Specific Information
- Schedule “C” - Project Description, Financial Information, and Project Standards
 - Sub-Schedule “C.1” Project Description and Financial Information
- Schedule “D” - Reports
- Schedule “E” - Eligible Expenditures and Ineligible Expenditures
- Schedule “F” - Evaluation
- Schedule “G” - Communications Protocol
- Schedule “H” - Disposal of Assets
- Schedule “I” - Aboriginal Consultation Protocol
- Schedule “J” - Requests for Payment and Payment Procedures
- Schedule “K” - Committee

1.2 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties in respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements save and except for the Bilateral Agreement, which shall apply in accordance with section Subsection 2.1.

2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between any of

the requirements of:

- (a) the Bilateral Agreement and the Agreement, the Bilateral Agreement will prevail to the extent of the conflict or inconsistency;
- (b) the main body of the Agreement and any of the requirements of a schedule or a sub-schedule, the main body of the Agreement will prevail to the extent of the conflict or inconsistency;
- (c) Schedule "A" (General Terms and Conditions) and any of the requirements of another schedule or a sub-schedule, Schedule "A" (General Terms and Conditions) will prevail to the extent of the conflict or inconsistency; or
- (d) a schedule and any of the requirements of a sub-schedule, the schedule will prevail to the extent of the conflict or inconsistency.

3.0 EXECUTION, DELIVERY AND COUNTERPARTS

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

3.2 Electronic Execution and Delivery of Agreement. The Parties agree that the Agreement may be validly executed electronically, and that their respective electronic signature is the legal equivalent of a manual signature. The electronic or manual signature of a Party may be evidenced by one of the following means and transmission of the Agreement may be as follows:

- (i) a manual signature of an authorized signing representative placed in the respective signature line of the Agreement and the Agreement delivered by facsimile transmission to the other Party;
- (ii) a manual signature of an authorized signing representative placed in the respective signature line of the Agreement and the Agreement scanned as a Portable Document Format (PDF) and delivered by email to the other Party;
- (iii) a digital signature, including the name of the authorized signing representative typed in the respective signature line of the Agreement, an image of a manual signature or an Adobe signature of an authorized signing representative, or any other digital signature of an authorized signing representative, placed in the respective signature line of the Agreement and the Agreement delivered by email to the other Party; or
- (iv) any other means with the other Party's prior written consent.

4.0 AMENDING THE AGREEMENT AND AGREEMENT REVIEW

- 4.1 **Amending the Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.
- 4.2 **Agreement Review.** If, pursuant to section 25.10 (Review of Agreement) of the Bilateral Agreement, the Bilateral Agreement is reviewed after three or five years, or both, of the effective date of the Bilateral Agreement, and any changes to the Bilateral Agreement are required as a result, the Parties agree to amend the Agreement as necessary and in a manner that is consistent with such changes.

5.0 ACKNOWLEDGEMENT

- 5.1 **Acknowledgement from Recipient.** The Recipient acknowledges, in respect of the Projects, that:
- (a) the Funds are to assist the Recipient to carry out the Projects and not to provide goods or services to the Province or Canada;
 - (b) the Province and Canada are not responsible for carrying out the Projects;
 - (c) the Province's and Canada's role in respect of the Projects is limited to making a financial contribution to the Recipient for the Projects, and the Province and Canada are not involved in the Projects or their operation;
 - (d) the Province and Canada are neither decision-makers nor administrators in respect of the Projects;
 - (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and any information provided to the Province in connection with the Projects or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act;
 - (f) Canada is bound by the *Access to Information Act* (Canada) and any information provided to Canada by either the Province or the Recipient in connection with the Projects or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act;
 - (g) by receiving Funds, the Recipient may be subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario); and
 - (h) the Recipient has read and understood the Bilateral Agreement.

5.2 **Acknowledgement from Province.** The Province acknowledges that the Recipient may be bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and any information provided to the Recipient in connection with the Projects or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

6.0 CANADA'S RIGHTS AND INFORMATION SHARING WITH CANADA

6.1 **Third Party Beneficiary.** The Recipient agrees that, although the Agreement is between the Province and the Recipient, Canada is, in respect of the rights, covenants, remedies, obligations, indemnities, and benefits (together referred to as "**Rights**") undertaken or given to Canada in the Agreement, a third party beneficiary under the Agreement and is entitled to rely upon and directly enforce those Rights as if Canada were a party to the Agreement.

6.2 **Sharing of Information with the Province and Canada.** The Recipient agrees that, consistent with section 6.1 (Third Party Beneficiary) and for the implementation of the Bilateral Agreement:

- (a) the Province or Canada, or both, and in respect of Canada either directly or through the Province, may, upon Notice to the Recipient, request additional information from the Recipient including, without limitation, information for any determination under Article A.27.0 (Environmental Requirements and Assessments) and Article A.28.0 (Aboriginal Consultation);
- (b) if the Province or Canada, or both, provide the Recipient with Notice under paragraph 6.2(a), the Recipient will, within the timelines set out in the Notice, deliver the information to either the Province or Canada, or both, as required; and
- (c) the Province or Canada, or both, may share any information received from the Recipient pursuant to the Agreement with each other.

[SIGNATURE PAGE FOLLOWS]

The Parties have executed the Agreement on the dates set out below.

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

Date

p.p. Paramjit Kaur, Director
The Honourable Kinga Surma
Minister of Infrastructure

AFFIX
CORPORATE
SEAL

TOWNSHIP OF WELLINGTON NORTH

Date

Name:
Title:

I have authority to bind the Recipient.

Date

Name:
Title:

I have authority to bind the Recipient.

[SCHEDULE "A" – GENERAL TERMS AND CONDITIONS FOLLOWS]

**SCHEDULE “A”
GENERAL TERMS AND CONDITIONS**

A.1.0 INTERPRETATION AND DEFINITIONS

A.1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the background and headings do not form part of the Agreement; they are for information and reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency;
- (e) “shall” and “will” are used interchangeably in the Agreement and denote the same affirmative and imperative obligation on the applicable Party.
- (f) all accounting terms not otherwise defined in the Agreement have their ordinary meanings; and
- (g) “include”, “includes”, and “including” denote that the subsequent list is not exhaustive.

A.1.2 **Definitions.** In the Agreement, the following terms have the following meanings:

“Aboriginal Community” has the meaning ascribed to it in section I.1.1 (Definitions).

“Aboriginal Consultation Record” means the Aboriginal Consultation Record described in section I.3.1 (Requirements for Aboriginal Consultation Record).

“Agreement” means this agreement entered into between the Province and the Recipient, all of the schedules and sub-schedules listed in section 1.1 (Schedules to the Agreement), and any amending agreement entered into pursuant to section 4.1 (Amending the Agreement).

“Asset” means any real or personal property, or immovable or movable asset, acquired, purchased, constructed, rehabilitated, or improved, in whole or in part, with any of the Funds.

“Authorities” means any government authority, agency, body or department having or claiming jurisdiction over the Agreement or the Projects, or both.

“Bilateral Agreement” means the Canada-Ontario Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program entered into between Canada and Her Majesty the Queen in right of Ontario, effective as of March 26, 2018, as amended.

“Business Day” means any working day the Province is open for business, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; and any other day on which the Province is not open for business.

“Canada” means, unless the context requires otherwise, Her Majesty the Queen in right of Canada.

“Canada’s Maximum Contribution” means, for each Project, the maximum contribution from Canada as set out in Sub-schedule “C.1” (Project Description and Financial Information).

“Committee” refers to a Committee established pursuant to section A.29.1 (Establishment of Committee).

“Communications Activities” means, but is not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products, and all related communication materials under the Agreement.

“Construction Start” means the performance of physical activities in relation to the Project which results in changes which are visible to any person inspecting the site and are recognizable as the initial steps for the preparation of the land or the installation of improvements of fixtures, unless otherwise approved by Canada.

“Contract” means a contract between the Recipient and a Third Party whereby the Third Party agrees to supply goods or services, or both, in respect of any Project in return for financial consideration.

“Effective Date” means the date of signature by the last signing party to the Agreement.

“Eligible Expenditures” means the costs in respect of each Project that the Recipient has incurred and paid and that are eligible for payment under the terms and conditions of the Agreement, and that are further described in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

“Environmental Laws” means all applicable governmental, regulations, by-laws, orders, rules, policies, or guidelines respecting the protection of the natural

environment or the public, and the manufacture, importation, handling, transportation, storage, disposal, and treatment of environmental contaminants and includes, without limitation, the *Environmental Protection Act* (Ontario), *Environmental Assessment Act* (Ontario), *Ontario Water Resources Act* (Ontario), *Canadian Environmental Protection Act, 1999* (Canada), *Canadian Environmental Assessment Act, 2012* (Canada), *Fisheries Act* (Canada), the *Impact Assessment Act* (Canada), and the *Canadian Navigable Waters Act* (Canada).

“Evaluation” means an evaluation in respect of any Project, the Projects or the ICIP as described in Article F.1.0 (Project and ICIP Evaluations).

“Event of Default” has the meaning ascribed to it in section A.12.1 (Events of Default).

“Expiration Date” means the expiry date set out in Schedule “B” (Specific Information).

“Federal Approval Date” means the date on which Canada has approved each Project identified in Sub-Schedule “C.1” (Project Description and Financial Information).

“Funding Year” means:

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

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

“Holdback” means the Holdback described in and to be paid in accordance with section A.4.12 (Retention of Contribution) and Article J.6.0 (Holdback).

“ICIP” means the Investing in Canada Infrastructure Program, a federal infrastructure program described in the first paragraph of the “Background” to the Agreement.

“Indemnified Parties” means Her Majesty the Queen in right of Ontario and Her Majesty the Queen in right of Canada, and includes their respective ministers, officers, servants, agents, appointees and employees.

“Ineligible Expenditures” means the costs in respect of each Project that are ineligible for payment under the terms and conditions of the Agreement, and that are

described in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

“Interest or Interest Earned” means the amount of money earned by the Recipient from placing the Funds in an interest bearing account as set out under section A.4.4 (Interest-Bearing Account) of Schedule “A” of this Agreement, and includes any and all interest or other income generated from the Funds.

“Loss” means any cause of action, liability, loss, cost, damage, or expense (including legal, expert, and consultant fees) that anyone incurs or sustains as a result of or in connection with any Project or any part of the Agreement or the Bilateral Agreement.

“Maximum Funds” means the maximum Funds amount as set out in Schedule “B” (Specific Information).

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

“Ontario’s Maximum Contribution” means, for each Project, the maximum contribution from Ontario as set out in Sub-schedule “C.1” (Project Description and Financial Information).

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Person” means, without limitation, a person, the Recipient, a Third Party, a corporation, or any other legal entity, and their officers, servants, employees, or agents.

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding, whether in contract, tort (including negligence), or otherwise, that anyone makes, brings, or prosecutes as a result of or in connection with any Project or any part of the Agreement or the Bilateral Agreement.

“Progress Report” means the Progress Report described in Article D.1.0 (Reporting Requirements).

“Project” means any one of the undertakings described in Sub-schedule “C.1” (Project Description and Financial Information).

“Projects” means, collectively, the undertakings described in Sub-schedule “C.1” (Project Description and Financial Information).

“Records Review” means any assessment the Province conducts pursuant to section A.7.4 (Records Review).

“Remedial Period” means the period of time within which the Recipient is required to remedy an Event of Default, pursuant to paragraph A.12.3 (b), and includes any such period or periods of time by which the Province extends that time in accordance with section A.12.4 (Recipient Not Remediating).

“Reports” means the reports described in Schedule “D” (Reports).

“Requirements of Law” means all applicable requirements, laws, statutes, codes, acts, ordinances, approvals, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorizations, directions, and agreements with all Authorities, and includes the Environmental Laws.

“Substantial Completion” or **“Substantially Completed”** means, in respect of any Project, that the Project can be used for the purpose for which it was intended.

“Term” means the period of time described in section A.3.1 (Term).

“Third Party” means any person or legal entity, other than a Party, who participates in the implementation of any Project by means of a Contract.

“Total Financial Assistance” means for each Project, the total Project funding from all sources including, but not limited to, funding from federal, provincial, territorial, municipal, regional, band council, and Indigenous government sources; private sources; and in-kind contributions.

A.2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A.2.1 **General.** The Recipient represents, warrants, and covenants that, in respect of each Project:

- (a) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (b) it is in compliance with, and will continue to comply with, all Requirements of Law related to any aspect of the Project, the Funds, or both;
- (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for Funds (including, without limitation, any information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete;
- (d) the Project meets and will continue to meet all of the program’s eligibility criteria, construction conditions and the Recipient will abide by all of the Province’s and Canada’s respective requirements set out in the guidelines, including the

financial, contractual and reporting requirements;

- (e) the Project meets the outcomes of the COVID-19 Resilience Infrastructure Stream – Local Government Intake stream, being:
 - (i) To support COVID-19 response and economic recovery efforts.
- (f) any Funds received have not displaced, and will continue to not displace, the Recipient's own funding and spending on public transit.

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

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement, in a manner that is satisfactory to the Province, including passing of a municipal by-law or council resolution authorizing the Recipient to enter into the Agreement, where required.

A.2.3 Governance. The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) procedures to enable the Recipient to manage Funds prudently and effectively;
- (b) procedures to enable the Recipient to complete each Project successfully;
- (c) procedures to enable the Recipient to identify risks to the completion of each Project and strategies to address the identified risks, all in a timely manner;
- (d) procedures to enable the preparation and submission of all Reports required pursuant to Article A.7.0 (Reporting, Accounting, and Review); and
- (e) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A.2.4 Supporting Proof. Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in this Article A.2.0 (Representations, Warranties, and Covenants).

A.3.0 TERM OF THE AGREEMENT AND SUBSTANTIAL COMPLETION

A.3.1 Term. The term of the Agreement will commence on the Effective Date and will expire on the Expiration Date, unless terminated earlier pursuant to Article A.11.0

(Termination on Notice) or Article A.12.0 (Event of Default, Corrective Action, and Termination for Default).

A.3.2 **Substantial Completion.** The Recipient will ensure that each Project is Substantially Completed on or before December 31, 2023.

A.4.0 FUNDS AND CARRYING OUT THE PROJECTS

A.4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient funding up to the Maximum Funds for the sole purpose of carrying out each Project;
- (b) provide the Funds to the Recipient in accordance with the request for payment and payment procedures provided for in Schedule “J” (Requests for Payment and Payment Procedures); and
- (c) deposit the Funds into an account the Recipient designates, provided that the account:
 - (i) is at a branch of a Canadian financial institution in Ontario; and
 - (ii) is solely in the name of the Recipient.

A.4.2 **Limitation on Payment of Funds.** Despite section A.4.1 (Funds Provided):

- (a) in addition to any other limitation under the Agreement on the payment of Funds, the Province is not obligated to provide:
 - (i) any Funds to the Recipient until the Recipient fulfils the special conditions listed in section A.31.1 (Special Conditions); and
 - (ii) any Funds to the Recipient until the Province and Canada are satisfied with the progress of any Project;
- (b) the Province, at its sole discretion, may adjust the amount of Funds it provides to the Recipient based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A.7.2 (Preparation and Submission); and
- (c) any payment of Funds is subject to:
 - (i) the requirements of the *Financial Administration Act* (Ontario), including the availability of an appropriation by the Ontario Legislature that is sufficient and constitutes lawful authority for the payment;

- (ii) ministerial funding levels in respect of transfer payments, the program under which the Agreement was made, or otherwise that are sufficient for the payment; and
- (iii) Canada's payment of funds to the Province, pursuant to the Bilateral Agreement, that are sufficient for the payment.

The Province, at its sole discretion, may reduce or cancel any amount of Funds or terminate the Agreement in response to a reduction or lack of federal or provincial government appropriation, ministerial funding levels, or Canada's payment of funds. Notwithstanding Article A.9.0 (Limitation of Liability and Indemnity), the Province will not be liable for any direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action, whether in contract or in tort (including negligence) or otherwise, arising from any reduction or cancellation of Funds. If any changes to the Agreement, including changes in respect of any Project, are required as a result, the Parties agree to amend the Agreement accordingly.

A.4.3 Use of Funds and Carry Out the Projects. The Recipient will, in respect of each Project, do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only on Eligible Expenditures as described in Schedule "E" (Eligible Expenditures and Ineligible Expenditures);
- (d) not use the Funds to cover any Ineligible Expenditure; and
- (e) not use the Funds to cover any Eligible Expenditure that has or will be funded or reimbursed by one or more of any third party, or ministry, department, agency, or organization of the Government of Ontario or of the Government of Canada.

A.4.4 Interest-Bearing Account. If for any reason, Funds were provided to the Recipient before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account solely in the name of the Recipient at a branch of a Canadian financial institution in Ontario. The Recipient will hold the Funds plus any Interest Earned in trust for the Province until the Funds are used in accordance with the Agreement.

A.4.5 Interest. If the Recipient earns any Interest on the Funds, the Province may do either or both of the following:

- (a) deduct an amount equal to the Interest Earned from the remaining Funds, if any;

- (b) demand from the Recipient the payment of an amount equal to the Interest Earned.

A.4.6 Maximum Funds and Recovery of Excesses. The Recipient acknowledges that:

- (a) the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds for each Project;
- (b) if Canada's total contribution from all federal sources in respect of any Project exceeds eighty percent of Total Eligible Expenditures, the Province may demand the return of the excess from the Recipient and the Recipient shall return the excess forthwith or the Province, at its discretion, may reduce the remaining Funds under the Agreement by an amount equal to the excess; and
- (c) if the Total Financial Assistance received or due in respect of any Project exceeds one hundred percent (100%) of Total Eligible Expenditures, the Province, at its sole discretion, may, up to the Maximum Funds, demand the return of the excess from the Recipient and the Recipient shall return the excess forthwith or the Province may reduce the remaining Funds under the Agreement by an amount equal to the excess.

A.4.7 Disclosure of Other Financial Assistance. The Recipient will inform the Province promptly of any financial assistance received in respect of any Project.

A.4.8 Rebates, Credits, and Refunds. The Province will, in respect of each Project, calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A.4.9 Recipient's Acknowledgement of Responsibility for Projects. The Recipient will, in respect of each Project, assume full responsibility for the Project, including, without limitation:

- (a) complete, diligent, and timely Project implementation within the costs and timelines specified in the Agreement and in accordance with all other terms and conditions of the Agreement;
- (b) all of the costs of the Project, including, without limitation, unapproved expenditures, Ineligible Expenditures, and cost overruns, if any;
- (c) subsequent operation, maintenance, repair, rehabilitation, construction, demolition, or reconstruction, as required and in accordance with industry standards, and any related costs for the full lifecycle of the Project; and
- (d) the engineering work being undertaken in accordance with industry standards.

- A.4.10 **Increase in Project Costs.** If, at any time during the Term the Recipient determines that it will not be possible to complete any Project unless it expends amounts in excess of all funding available to it (a “**Shortfall**”), the Recipient will immediately notify the Province of that determination. If the Recipient so notifies the Province, it will, within 30 days of a request from the Province, provide a summary of the measures that it proposes to remedy the Shortfall. If the Province is not satisfied that the measures proposed will be adequate to remedy the Shortfall, then the Province may exercise one or more of the remedies available to it pursuant to section A.12.4 (Recipient Not Remediating).
- A.4.11 **Recipient’s Request for Payment and Payment Procedures.** The Recipient agrees to submit its requests for payment in accordance with the payment procedures provided for in Schedule “J” (Requests for Payment and Payment Procedures).
- A.4.12 **Retention of Contribution.** The Province will retain 10% of the Maximum Funds in respect of each Project (“**Holdback**”) up until the Recipient has fulfilled all of its obligations under the Agreement for the Project.

A.5.0 RECIPIENT’S ACQUISITION OF GOODS OR SERVICES, CONTRACT PROVISIONS, AND DISPOSAL OF ASSETS

- A.5.1 **Acquisition.** The Recipient will ensure that all Contracts are awarded in way that is:
- (a) is fair, transparent, competitive, and consistent with value for money principles, or in a manner otherwise acceptable to the Province and Canada; and
 - (b) if applicable, is in accordance with the Canadian Free Trade Agreement and international agreements.
- A.5.2 **Non-Compliance with Acquisition Requirements.** If the Province or Canada determines that a Contract is awarded in a manner that is not in compliance with the requirements in section A.5.1 (Acquisition), upon giving Notice to the Recipient, the Province may consider the expenditures associated with the Contract to be an Ineligible Expenditure.
- A.5.3 **Exemptions to Competitive Awarding.** The Province and Canada may consent to the provision of exemptions from competitive awarding of Contracts on a case-by-case basis, in their sole and absolute discretion, if the Recipient:
- (a) provides a written request indicating the business case rationale for the exemption, in advance of the Contract being awarded; and
 - (b) attests to:

- (i) following value-for-money procurement processes for materials and sub-contracts; and
- (ii) following its own policies and procedures.

A.5.4 Contract Provisions. The Recipient will ensure that all Contracts are consistent with and incorporate the relevant provisions of the Agreement, including its insurance provisions. More specifically, but without limiting the generality of the foregoing, the Recipient agrees to include provisions in all Contracts to ensure:

- (a) that proper and accurate accounts and records are kept and maintained as described in the Agreement including, but not limited to, in paragraph A.7.3(a);
- (b) that all applicable Requirements of Law including, without limitation, labour and human rights legislation, are complied with; and
- (c) that the Contract secures the respective rights of the Province and Canada, and any authorized representative or independent auditor identified by the Province or Canada, and the Auditor General of Ontario and the Auditor General of Canada to:
 - (i) inspect and audit the terms of any Contract, record or account in respect of each Project; and
 - (ii) have free and timely access to the Project sites and facilities, and any records, documentation or information, as contemplated pursuant to section A.7.5 (Inspection and Removal).

A.5.5 Disposal of Assets. The Recipient will not, unless in accordance with the terms and conditions set out in Schedule “H” (Disposal of Assets), sell, lease, encumber, or otherwise dispose, directly or indirectly, of any Asset.

A.5.6 Revenue from Assets. If any Asset is used in such a way that over the course of a year revenues are generated from the Asset that exceed its operating expenses, the Recipient will notify the Province within 30 days of the end of the year where such profit was generated. The Province may require the Recipient to immediately pay to the Province a portion of the excess in the same proportion as the total cost of the Asset. This obligation will only apply during the Asset Disposal Period.

A.6.0 CONFLICT OF INTEREST

A.6.1 Conflict of Interest Includes. For the purposes of this Article A.6.0 (Conflict of

Interest), a conflict of interest includes any circumstances where:

- (a) 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 by a reasonable person to interfere with the Recipient's objective, unbiased, and impartial judgment in respect of any Project or the use of the Funds, or both; or
- (b) a former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes, or policies of Canada apply will derive a direct benefit from the Agreement, unless the provision or receipt of such benefits complies with such legislation, guidelines, policies, or codes.

A.6.2 No Conflict of Interest. The Recipient will carry out each Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
 - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest; and
 - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province consents in writing to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

A.7.0 REPORTING, ACCOUNTING, AND REVIEW

A.7.1 Province and Canada Include. For the purpose of sections A.7.4 (Records Review), A.7.5 (Inspection and Removal) and A.7.6 (Cooperation), "Province" includes Canada and any auditor or representative that the Province or Canada, or both, may identify.

A.7.2 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address referred to in section A.15.1 (Notice in Writing and Addressed):
 - (i) all Reports in accordance with the timelines and content requirements provided for in Schedule "D" (Reports); and

- (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time; and
- (b) ensure that all Reports and other reports are:
 - (i) completed to the satisfaction of the Province; and
 - (ii) signed by an authorized signing officer of the Recipient.

A.7.3 Record Maintenance. The Recipient will keep and maintain until March 31, 2034:

- (a) proper and accurate financial accounts and records, kept in a manner consistent with generally accepted accounting principles, including but not limited to its contracts, invoices, statements, receipts, and vouchers and any other evidence of payment relating to the Funds or otherwise to each Project; and
- (b) all non-financial records and documents relating to the Funds or otherwise to each Project.

A.7.4 Records Review. The Province, at its sole discretion and expense, may, upon 24 hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to conduct an audit or investigation of the Recipient or any Project regarding the Recipient's compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient's representations and warranties;
- (b) the progress of the Project; or
- (c) the Recipient's allocation and expenditure of the Funds.

A.7.5 Inspection and Removal. For the purposes of any Records Review, the Province may take one or more of the following actions:

- (a) inspect and copy any records or documents referred to in section A.7.3 (Record Maintenance);
- (b) remove any copies the Province makes pursuant to section A.7.5(a); and
- (c) share any documents, records and findings with Canada.

A.7.6 Cooperation. To assist the Province in respect of its rights provided for in section A.7.5 (Inspection and Removal), the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents wherever they are located;
- (b) coordinating access with any Third Party;
- (c) assisting the Province to copy the records and documents;
- (d) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (e) carrying out any other activities the Province requests.

A.7.7 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province or Canada, or both, any control whatsoever over the Recipient's records.

A.7.8 **Auditor General (Ontario and Canada).** The Province's rights under this Article A.7.0 (Reporting, Accounting, and Review) are in addition to any rights provided to the Auditor General of Ontario pursuant to section 9.2 of the *Auditor General Act* (Ontario) and to the Auditor General of Canada pursuant to section 7.1 of the *Auditor General Act* (Canada).

A.7.9 **Sharing of Audit Findings and Reports.** The Recipient acknowledges that Canada and the Province may:

- (a) inform each other, and any of their respective authorized representatives and auditors, that an audit is being conducted; and
- (b) share the findings of any audit or investigation, including any ensuing report, with each other and any of their respective authorized representatives and auditors.

A.7.10 **Evaluation.** The Recipient agrees to participate in any Evaluation and comply with the requirements for such Evaluation that are set out in Schedule "F" (Evaluation).

A.7.11 **Calculations.** The Recipient will make all calculations and prepare all financial data to be submitted in accordance with the generally accepted accounting principles in effect in Canada. These will include, without limitation, those principles and standards approved or recommended from time to time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, or any successor institute, applied on a consistent basis.

A.7.12 **Adverse Fact or Event.** The Recipient will inform the Province immediately of any fact or event of which it is aware that has or will compromise, wholly or in part, any Project.

A.8.0 COMMUNICATIONS REQUIREMENTS

A.8.1 **Communications Protocol.** The Parties agree to be bound by the terms and conditions of the communications protocol provided for in Schedule “G” (Communications Protocol).

A.9.0 **LIMITATION OF LIABILITY AND INDEMNITY**

A.9.1 **Province and Canada Limitation of Liability.** In no event will any of the Indemnified Parties be held liable for any damages, including direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action, whether in contract, tort (including negligence), or otherwise, for:

- (a) any injury to any Person, including, but not limited to, death, economic loss, or infringement of rights;
- (b) any damage to or loss or destruction of property of, any Person; or
- (c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease, or other long-term obligation

in relation to the Agreement, the Bilateral Agreement, or any Project or Projects.

A.9.2 **Indemnification of the Province and Canada.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding based upon or occasioned by:

- (a) any injury to any Person, including, but not limited to, death, economic loss, or any infringement of rights;
- (b) any damage to, or loss or destruction of, property of any Person; or
- (c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease, or other long-term obligation,

except to the extent to which such Loss or Proceeding is caused by the negligence or wilful misconduct of any Indemnified Party in the performance of that Indemnified Party’s duties.

A.9.3 **Recipient’s Participation.** The Recipient will, at its expense, to the extent requested by the Province or Canada, or both, participate in or conduct the defence of any Proceeding against any of the Indemnified Parties and any negotiations for their settlement.

A.9.4 **Province’s Election.** The Province or Canada, or both, may elect to participate in, or conduct the defence of, any Proceeding by providing Notice to the Recipient of such election, without prejudice to any other rights or remedies of the Province under the

Agreement or of the Province or Canada under the Bilateral Agreement, at law or in equity. If the Province, Canada, or the Recipient, as applicable, participates in the defence, it will do so by actively participating with the other's counsel.

A.9.5 Settlement Authority. The Recipient will not enter into a settlement of any Proceeding against any of the Indemnified Parties unless the Recipient has obtained from the Province or Canada, as applicable, prior written approval or a waiver of this requirement. If the Recipient is requested by the Province or Canada to participate in or conduct the defence of any Proceeding, the Province or Canada, as applicable, will cooperate with and assist the Recipient to the fullest extent possible in the Proceeding and any related settlement negotiations.

A.9.6 Recipient's Cooperation. If the Province or Canada conducts the defence of any Proceeding, the Recipient will cooperate with and assist the Province or Canada, as applicable, to the fullest extent possible in the Proceeding and any related settlement negotiations.

A.10.0 INSURANCE

A.10.1 Recipient's Insurance. The Recipient represents, warrants, and covenants that it has, and will maintain at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to each Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than \$2,000,000.00 per occurrence, and including products and completed operations coverage with the endorsements identified below:

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

A.10.2 Proof of Insurance. At the request of the Province from time to time, the Recipient will:

- (a) provide to the Province, either:
 - (i) annually, certificates of insurance that confirm the insurance coverage as provided in section A.10.1 (Recipient's Insurance); or

- (ii) other proof that confirms the insurance coverage as provided for in section A.10.1 (Recipient's Insurance); and
- (b) provide to the Province a copy of any of the Recipient's insurance policies that relate to each Project or otherwise to the Agreement or both.

A.11.0 TERMINATION ON NOTICE

A.11.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

A.11.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A.11.1 (Termination on Notice), the Province may take one or more of the following actions:

- (a) Direct the Recipient not to incur any further costs for any Project subsequent to the Notice of termination. If the Recipient fails to comply with such direction and unless with the Province's prior written consent, the Recipient shall be solely responsible for any further costs incurred after such Notice was given;
- (b) cancel all further instalments of Funds; and
- (c) demand the payment of any Funds plus any Interest Earned remaining in the possession or under the control of the Recipient.

A.12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A.12.1 Events of Default. It will constitute an Event of Default if, in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including:

- (a) failing to carry out any Project in whole or in part in accordance with the terms of the Agreement;
- (b) failing to use or spend Funds in accordance with the terms of the Agreement;
- (c) failing to provide, in accordance with section A.7.2 (Preparation and Submission), Reports or such other reports as the Province may have requested pursuant to the Agreement);
- (d) the Recipient's operations, its financial condition, its organizational structure or its control changes such that it no longer meets one or more of the eligibility

- requirements of the program under which the Province provides the Funds;
- (e) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
 - (f) the Recipient ceases to operate.

A.12.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, and at its sole discretion, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of any Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel all further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds plus any Interest Earned remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the repayment of an amount equal to any Funds the Province provided to the Recipient;
- (i) demand from the Recipient an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Records Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (j) terminate the Agreement at any time, including immediately, without liability, penalty, or costs to the Province upon giving Notice to the Recipient.

A.12.3 Opportunity to Remedy. If, in accordance with paragraph A.12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

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

A.12.4 **Recipient Not Remediating.** If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to paragraph A.12.2(b), and:

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

the Province may extend the Remedial Period or initiate any one or more of the actions provided for in paragraphs A.12.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).

A.12.5 **When Termination Effective.** Termination under this Article A.12.0 (Event of Default, Corrective Action, and Termination for Default) will take effect as provided for in the Notice.

A.13.0 FUNDS UPON EXPIRY

A.13.1 **Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds plus Interest Earned remaining in its possession, under its control, or both.

A.14.0 DEBT DUE AND PAYMENT

A.14.1 **Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount the Recipient is entitled to under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds plus any Interest Earned from any further instalments of Funds; or
- (b) demand that the Recipient pay to the Province an amount equal to the excess Funds plus any Interest Earned.

A.14.2 **Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds, an amount equal to any Funds, or any other amounts owing under the Agreement; or

- (b) the Recipient owes to the Province any Funds, an amount equal to any Funds, or any other amounts under the Agreement, whether or not the Province has demanded their payment,

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

- A.14.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then-current interest rate charged by the Province of Ontario on accounts receivable.
- A.14.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province at the address set out in Schedule “B” (Specific Information) for the purposes of Notice to the Province.
- A.14.5 **Failure to Repay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A.15.0 NOTICE

- A.15.1 **Notice in Writing and Addressed.** Notice will be:
 - (a) in writing;
 - (b) delivered by email, postage-prepaid mail, personal delivery, or courier; and
 - (c) addressed to the Province and the Recipient as set out in Schedule “B” (Specific Information), or as either Party later designates to the other by Notice.
- A.15.2 **Notice Given.** Notice will be deemed to have been given:
 - (a) in the case of postage-prepaid mail, five Business Days after the Notice is delivered; and
 - (b) in the case of email, personal delivery, or courier, on the date on which the Notice is delivered.
- A.15.3 **Postal Disruption.** Despite paragraph A.15.2(a), in the event of a postal disruption:
 - (a) Notice by postage-prepaid mail will not be deemed to be given; and

- (b) the Party giving Notice will provide Notice by email, personal delivery, or courier.

A.16.0 CONSENT BY PROVINCE OR CANADA AND COMPLIANCE BY RECIPIENT

A.16.1 **Consent.** When the Province or Canada provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province or Canada may have attached to the consent.

A.17.0 SEVERABILITY OF PROVISIONS

A.17.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

A.18.0 WAIVER

A.18.1 **Waiver Request.** Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.

A.18.2 **Waiver Applies.** If in response to a request made pursuant to section A.18.1 (Waiver Request) a Party consents to a waiver, the waiver will:

- (a) be valid only if the Party that consents to the waiver provides the consent by Notice; and
- (b) apply only to the specific obligation referred to in the waiver.

A.18.3 **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 in Article A.15.0 (Notice). Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

A.19.0 INDEPENDENT PARTIES

A.19.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of either the Province or Canada, and the Recipient will not represent itself

in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A.19.2 **No Authority to Represent.** Nothing in the Agreement is to be construed as authorizing any Person, including a Third Party, to contract for or to incur any obligation on behalf of the Province or Canada, or both, or to act as an agent for the Province or Canada. The Recipient will take the necessary action to ensure that any Contract between the Recipient and a Third Party contains a provision to that effect.

A.20.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A.20.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A.20.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's successors and permitted assigns; and
- (b) the successors to Her Majesty the Queen in right of Ontario.

A.21.0 GOVERNING LAW

A.21.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A.22.0 FURTHER ASSURANCES

A.22.1 **Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time in respect to any matter to which the Agreement pertains; and
- (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A.23.0 JOINT AND SEVERAL LIABILITY

A.23.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, each entity will be jointly and severally liable to the Province for the fulfillment of

the obligations of the Recipient under the Agreement.

A.24.0 RIGHTS AND REMEDIES CUMULATIVE & JOINT AUTHORSHIP

A.24.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A.24.2 **Joint Authorship Of Agreement.** Each and every provision of this Agreement shall be construed as though both Parties participated equally in the drafting of same, and any rule of construction that a document shall be construed against the drafting party, including without limitation, the doctrine commonly known as contra proferentem, shall not be applicable to this Agreement. The Parties shall not seek to avoid a provision herein because of its authorship through recourse to a third-party, court, tribunal or arbitrator.

A.25.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A.25.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a “**Failure**”);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province, at its sole discretion, may suspend the payment of Funds for such period as the Province determines appropriate and may demand immediate repayment or deduct such amounts owing plus any Interest Earned from the remaining Funds, if any, as a result of such Failure.

A.26.0 SURVIVAL

A.26.1 **Survival.** Any rights and obligations of the Parties that, by their nature, extend beyond the termination of the Agreement will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement, unless otherwise

specified herein. Surviving provisions include, without limitation, the following Articles, sections and paragraphs, and all applicable cross-referenced Articles, sections, paragraphs, schedules, and sub-schedules: Articles 1.0 (Entire Agreement), 2.0 (Conflict or Inconsistency), 5.1 (Acknowledgement from Recipient), 6.0 (Canada's Rights and Information Sharing with Canada), A.1.0 (Interpretation and Definitions) and any other applicable definitions, A.2.0 (Representations, Warranties, and Covenants), A.4.2(c), sections A.4.4 (Interest-Bearing Account), A.4.5 (Interest), A.4.6 (Maximum Funds and Recovery of Excesses), A.4.8 (Rebates, Credits, and Refunds), A.4.9 (Recipient's Acknowledgement of Responsibility for Projects), A.5.5 (Disposal of Assets), A.5.6 (Revenue from Assets), A.7.1 (Province and Canada Include), A.7.2 (Preparation and Submission) (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), A.7.3 (Record Maintenance), A.7.4 (Records Review), A.7.5 (Inspection and Removal), A.7.6 (Cooperation), A.7.7 (No Control of Records), A.7.8 (Auditor General (Ontario and Canada)), A.7.9 (Sharing of Audit Findings and Reports), A.7.10 (Evaluation), A.7.11 (Calculations), Articles A.8.0 (Communications Requirements), A.9.0 (Limitation of Liability and Indemnity), A.10.1 (Recipient's Insurance) (for a period of 90 Business Days from the date of expiry or termination of the Agreement of the Agreement), sections A.11.2 (Consequences of Termination on Notice by the Province), A.12.1 (Events of Default), paragraphs A.12.2(d), (e), (f), (g), (h) and (i), A.13.0 (Funds Upon Expiry), A.14.0 (Debt Due and Payment), A.15.0 (Notice), and A.17.0 (Severability of Provisions), section A.20.2 (Agreement Binding), and Articles A.21.0 (Governing Law), A.23.0 (Joint and Several Liability), A.24.0 (Rights and Remedies Cumulative & Joint Authorship), A.26.0 (Survival), A.27.0 (Environmental Requirements and Assessments), A.28.0 (Aboriginal Consultation), and A.31.0 (Special Conditions).

A.27.0 ENVIRONMENTAL REQUIREMENTS AND ASSESSMENTS

A.27.1 Federal Environmental Requirements. Without limitation to the Recipient's obligations to comply with Environmental Laws and for greater clarity:

- (a) no site preparation, removal of vegetation or construction will occur in respect of any Project; and
- (b) the Province will have no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province, until Canada is satisfied that federal requirements are met, and continue to be met, under the following:
 - (i) *Canadian Environmental Assessment Act, 2012* or the *Impact Assessment Act*,
 - (ii) other applicable environmental assessment legislation that is or may come into force during the term of the Agreement; and
 - (iii) other applicable agreements between Canada and Aboriginal Communities.

A.27.2 **Assessments.** The Recipient will complete the assessments that are further described in Schedule “D” (Reports).

A.28.0 ABORIGINAL CONSULTATION

A.28.1 **Aboriginal Consultation Protocol.** The Parties agree to be bound by the terms and conditions of the Aboriginal Consultation Protocol provided for in Schedule “I” (Aboriginal Consultation Protocol).

A.28.2 **Legal Duty to Consult.** Until Canada and, if applicable, the Province are satisfied that any legal duty to consult and, where appropriate, to accommodate Aboriginal Communities, or any other federal consultation requirement, has been, and continues to be met:

- (a) no site preparation, removal of vegetation or construction will occur in respect of any Project; and
- (b) despite section A.4.1, the Province has no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province and Canada; and, for any Project requiring consultation, Canada and, if applicable, the Province must be satisfied that:
 - (i) Aboriginal Communities have been notified and, if applicable, consulted;
 - (ii) where consultation has occurred, the Recipient has provided a summary of consultation or engagement activities, including a list of Aboriginal Communities consulted, concerns raised, and how each of the concerns have been addressed or, if not addressed, an explanation as to why not;
 - (iii) the Recipient is carrying out accommodation measures, where appropriate; and
 - (iv) any other information has been provided which Canada or the Province, or both, may deem appropriate.

A.28.3 **Funding Conditional upon Meeting Aboriginal Consultation Obligations.** No Funds will be provided to the Recipient under the Agreement unless Canada and, if applicable in the opinion of the Province, the Province are satisfied that their respective obligations have been met in respect of the legal duty to consult and, if applicable, accommodate any Aboriginal Community.

A.29.0 COMMITTEE

A.29.1 **Establishment of Committee.** The Province may, at its sole discretion, require the

establishment of a committee to oversee the Agreement (the “Committee”).

A.29.2 **Notice of Establishment of Committee.** Upon Notice from the Province, the Parties will hold an initial meeting to establish, in accordance with Schedule “K” (Committee), the Committee described in section A.29.1 (Establishment of Committee).

A.30.0 DISPUTE RESOLUTION

A.30.1 **Contentious Issues.** The Parties will keep each other informed of any issues that could be contentious.

A.30.2 **Examination by the Committee and Parties.** If a contentious issue arises and a Committee has been established under section A.29.1 (Establishment of Committee), the Parties will refer the contentious issue that may arise to the Committee for examination. In the absence of a Committee, the Parties will examine the contentious issue.

A.30.3 **Potential Dispute Resolution by Committee.** The Committee or the Parties, as the case may be, will attempt, reasonably and in good faith, to resolve disputes as soon as possible and, in any event, within, for the Committee, 30 days, or, for the Parties, 90 days of receiving Notice of a contentious issue.

A.30.4 **Dispute Resolution by the Parties.** If the Committee cannot agree on a resolution, the matter will be referred to the Parties for resolution. The Parties will provide a decision within 60 Business Days of the Notice.

A.30.5 **Alternative Mechanisms for Dispute Resolutions.** Where the Parties cannot agree on a resolution, the Parties may use any alternative dispute resolution mechanisms available to them to resolve the issue.

A.30.6 **Suspension of Payments.** The Province may suspend any payments related to any contentious issue or dispute raised by either Party, together with the obligations related to such issue, pending resolution.

A.31.0 SPECIAL CONDITIONS

A.31.1 **Special Conditions.** The Province’s funding under the Agreement is conditional upon,

- (a) on or before the Effective Date, the Recipient having provided to the satisfaction of the Province with:
 - (i) the certificates of insurance or any other proof the Province may request pursuant to section A.10.2 (Proof of Insurance);

- (ii) banking information, such as a void cheque or a bank letter, for an interest-bearing account in the name of the Recipient at a Canadian financial institution, into which the Province may transfer funds electronically; and
 - (iii) any other Reports requested by the Province in the format specified; and
- (b) prior to submitting a request for payment in respect of any Project under the Agreement if required by the Province,
- (i) the Recipient having provided to the satisfaction of the Province with written confirmation that:
 - a. the Recipient is in compliance with all Environmental Laws, including the Recipient's obligations under section A.27.1 (Federal Environmental Requirements), and has obtained all necessary approvals and permits;
 - b. the Recipient has met any requirements under Article A.28.0 (Aboriginal Consultation) that may apply to the Project; and
 - c. the Recipient has the necessary ownership of any real property required for the completion of the Project; and
 - (ii) the Recipient having provided to the satisfaction of the Province with any required assessments pursuant to Article A.27.0 (Environmental Requirements and Assessments).

For greater certainty, if the Province provides any Funds to the Recipient before the conditions set out in this Article A.31.0 (Special Conditions) have been met, and unless the Province has waived compliance with such condition in writing, the Province may exercise one or more of the remedies available to it pursuant to section A.12.2 (Consequences of Event of Default and Corrective Action).

END OF GENERAL TERMS AND CONDITIONS

[SCHEDULE "B" – SPECIFIC INFORMATION FOLLOWS]

SCHEDULE “B”
SPECIFIC INFORMATION

B.1.0 EXPIRATION DATE

B.1.1 **Expiration date.** The Expiration Date is **December 31, 2024.**

B.2.0 MAXIMUM FUNDS

B.2.1 **Maximum Funds.** Maximum Funds means, for each Project, the sum of Canada’s Maximum Contribution and Ontario’s Maximum Contribution as set out in Sub-schedule “C.1” (Project Description and Financial Information).

B.3.0 ADDRESSEES

B.3.1 **Addressees.** All Reports and Notices under the Agreement will be submitted to the Province at the address listed below:

<p>Contact information for the purposes of Notice to the Province</p>	<p>Address: Ministry of Infrastructure Infrastructure Program Delivery Branch 777 Bay Street, Floor 4, Suite 425 Toronto, Ontario, M7A 2J3</p> <p>Attention: Manager, Program Delivery Unit</p> <p>Email: ICIPCOVID@ontario.ca</p>
<p>Contact information for the purposes of Notice to the Recipient</p>	<p>Position: Chief Administrative Officer Address: 7490 Sideroad 7 Road West/Ouest, ON, Kenilworth, N0G2E0</p> <p>Email: mgivens@wellington-north.com</p>

[SCHEDULE “C” - PROJECT DESCRIPTION, FINANCIAL INFORMATION, AND PROJECT STANDARDS FOLLOWS]

SCHEDULE “C”
PROJECT DESCRIPTION, FINANCIAL INFORMATION, AND PROJECT STANDARDS

C.1.0 PROJECT DESCRIPTION

C.1.1 **Project Description.** The Recipient will carry out each Project as described in Sub-schedule “C.1” (Project Description and Financial Information). Notwithstanding anything to the contrary, the Construction Start for any Project must occur by September 30, 2023. Without limiting any other rights and remedies the Province may have under the Agreement or provided by law, if Construction Start for any Project does not occur by September 30, 2023, the Province may cancel such Project and shall have no obligation to provide any Funds under this Agreement to the Recipient for that Project.

C.2.0 PROJECT STANDARDS

C.2.1 **Canada’s Requirements for Standards.** In addition to any other standards that the Recipient must meet or exceed for each Project, the Recipient will ensure the Project meets or exceeds the following:

- (a) any applicable energy efficiency standards for buildings outlined in Canada’s *Pan-Canadian Framework on Clean Growth and Climate Change* provided by Canada at www.canada.ca/en/services/environment/weather/climatechange/pan-canadian-framework.html, or at any other location the Province may provide; and
- (b) the accessibility requirements of the highest accessibility standards published in Ontario, in addition to accessibility requirements in applicable provincial building codes and relevant municipal by-laws.

C.3.0 CHANGES TO THE PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES, AND PROJECT STANDARDS

C.3.1 **Province’s and Canada’s Consent.** Any change to any Project will require the Province’s and Canada’s consent. When seeking to make a change in respect of any Project, the Recipient will submit updated Project information and any other information that the Province or Canada, or both, may require to the satisfaction of Canada and the Province.

SUB-SCHEDULE "C.1"
PROJECT DESCRIPTION AND FINANCIAL INFORMATION

(a) List of Projects

Project ID	Project Title	Federal Approval Date (MM/DD/YYYY)	Total Eligible Expenditures of the Project (\$)	Canada's Maximum Contribution (\$)	Percentage of Federal Support (%)	Ontario's Maximum Contribution (\$)	Percentage of Provincial Support (%)
2020-11-1-1465366924	Arthur Sidewalk Development and Expansion	05/28/2021	\$54,521.00	\$43,616.80	80%	\$10,904.20	20%
2020-12-1-1471736135	Mount Forest and District Sports Complex Generator	05/04/2021	\$145,000.00	\$116,000.00	80%	\$29,000.00	20%

(b) Project Description

- (i) Project - Arthur Sidewalk Development and Expansion, Case # 2020-11-1-1465366924.

This project will increase accessibility in downtown core by including texturing at major intersections. It will make active transport in the downtown area more appealing by introducing choker lanes to calm traffic and increase opportunity for active transportation by expanding the sidewalk network in Arthur.

The scope of the project include construction of 1 choker in Downtown Arthur, construction of 10 sidewalk texturing pads to increase accessible active transportation and 350 metres of sidewalk to increase active transportation network.

The project outcome will increase active transportation for all residents in the Arthur urban setting and increase accessibility.

- (ii) Project - Mount Forest and District Sports Complex Generator, Case # 2020-12-1-1471736135.

This project will install a generator at the Mount Forest and District Sports Complex in Wellington North, Ontario. Project activities include acquisition and installation of a generator.

Anticipated outputs of the project are enhanced service delivery capacity in emergency situations as facility is designated as a warming station, and utilized as a spill-over/emergency location for local retirement homes.

[SCHEDULE “D” – REPORTS FOLLOWS]

SCHEDULE “D” REPORTS

D.1.0 REPORTING REQUIREMENTS

D.1.1 **Reports.** The Recipient, with respect to each Project, will submit all Reports to the Province in a manner, format, at such dates and with such content, as may be prescribed by the Province from time to time, at its sole discretion, prior to its required submission by the Province. Without limitation and at the sole discretion of the Province, Reports will include the following:

- (a) **Progress Reports.** The Recipient will submit Progress Reports to the Province in a format and on the dates to be prescribed by the Province. Progress Reports will be submitted by the Recipient no less frequently than twice a year, and subject to any other information that the Province may prescribe at its discretion, each Progress Report shall include the following information with respect to each Project:
- (i) Estimated total Eligible Expenditures;
 - (ii) Total Eligible Expenditures to date;
 - (iii) Progress tracker (e.g. percent completed);
 - (iv) Construction Start and end dates (forecasted/actual); and
 - (v) Confirmation of installed Project signage, if applicable.

Each Progress Report shall also include an attestation in a format acceptable to the Province from the Recipient attesting that the information in the report is accurate and, in instances where the progress report also includes a request for payment, that Eligible Expenditures have been incurred in accordance with the Agreement.

- (b) **Claim Reports.** The Recipient, with respect to each Project, will submit one (1) request for payment covering Eligible Expenditures on a semi-annual basis at a minimum. The request for payments shall be submitted in a format and with such contents to the satisfaction of the Province. Each request for payment must be submitted by an authorized representative of the Recipient and, subject to any other information the Province, at its sole discretion, may require from time to time, shall include:
- (i) a detailed breakdown of invoices that are being claimed for reimbursement;
 - (ii) an attestation in a format acceptable to the Province attesting that the Eligible Expenditures claimed in the request for payment have been incurred in accordance with this Agreement; and

(iii) copies of invoices.

Subject to the prior written consent of the Province, which shall be at the Province's sole and absolute discretion, the Recipient may request in writing the submission of a request for payment on a more frequent basis. Notwithstanding anything to the contrary, such request shall in no circumstance be more frequent than once per quarter. For clarity, the Recipient may elect to submit each request for payment to the Province as part of the Progress Report, as set out in Article D1.1(a), if such submission complies with all other terms and conditions of the Agreement.

- (c) **Reporting Requirements at Project Substantial Completion.** Within 60 Business Days of reaching Substantial Completion, the Recipient shall submit:
- (i) a declaration of project Substantial Completion;
 - (ii) a final Progress Report in a manner, format, and with such content as may be prescribed by the Province;
 - (iii) a copy of the report for the compliance audit carried out pursuant to Article D.4.0 (Compliance Audit(s));
 - (iv) a summary of any Communications Activities made for the Project; and,
 - (v) a photograph of the Project.
- (d) **Other Reports.** Any other reports that the Province so directs on or before such date and with such content as the Province directs.

D.2.0 ABORIGINAL CONSULTATION RECORD

D.2.1 Inclusion of Aboriginal Consultation Record. The Recipient will include an updated Aboriginal Consultation Record, if consultation with any Aboriginal Community is required, in its Progress Report.

D.3.0 RISK ASSESSMENT

D.3.1 Further Details on Risk Assessment. Upon the Province's written request and within the timelines set out by the Province, the Recipient will provide further details on the risk assessment in respect of each Project.

D.4.0 COMPLIANCE AUDIT(S)

D.4.1 Compliance Audit(s). Without limiting the generality of section A.7.4 (Records Review), if requested by the Province from time to time, which request shall be at the Province's sole discretion, the Recipient, at its own expense, will forthwith retain an

independent third party auditor to conduct one or more compliance audits of the Recipient or any Project. The audit will be conducted in accordance with Canadian Generally Accepted Auditing Standards, as adopted by the Canadian Institute of Chartered Accountants, applicable as of the date on which a record is kept or required to be kept under such standards. In addition, the audit will assess the Recipient's compliance with the terms of the Agreement and will address, with respect to each Project, without limitation, the following:

- (a) whether the Funds were spent in accordance with the Agreement and with due regard to economy, efficiency, and effectiveness;
- (b) the Project's progress or state of completion;
- (c) whether the financial information the Recipient provided is complete, accurate, and timely, and in accordance with the Agreement;
- (d) whether the Recipient's information and monitoring processes and systems are adequate to identify, capture, validate, and monitor the achievement of intended benefits of the Project;
- (e) the overall management and administration of the Project;
- (f) recommendations for improvement or redress; and
- (g) whether prompt and timely corrective action is taken on prior audit findings.

**[SCHEDULE "E" - ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES
FOLLOWS]**

**SCHEDULE “E”
ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES**

E.1.0 ELIGIBLE EXPENDITURES

E.1.1 Notwithstanding anything to the contrary herein the Agreement, for each Project, Eligible Expenditures shall only include those direct costs that are considered, in the Province’s and Canada’s sole and absolute discretion, to be directly necessary for the successful completion of the Project, and must be properly and reasonably incurred and paid to an arm’s length party as evidenced by invoices, receipts or other records that are satisfactory to the Province and Canada, in their sole and absolute discretion, and that are associated with the acquisition, planning, environmental assessments, design and engineering, project management, materials and construction or renovation of the Project. Eligible Expenditures exclude costs set out as Ineligible Expenditures in section E.2.1 below, but may include:

- (a) The incremental costs of the Recipient’s staff or employees provided that:
 - (i) The Recipient is able to demonstrate that it is not economically feasible to tender a Contract that ensures the acquisition of the required services at the best value for money; and
 - (ii) The arrangement is approved in advance in writing by the Province and Canada.
- (b) Any costs that are determined by the Province and Canada, in their sole discretion, to be Eligible Expenditures; and
- (c) Notwithstanding section E.2.1(a) of this Schedule, expenditures related to the Project associated with completing climate lens assessments or associated with Aboriginal consultation and engagement activities, if applicable, that were incurred after February 15, 2018.

E.2.0 INELIGIBLE EXPENDITURES

E.2.1 Without limiting the discretion of the Province and Canada in section E.1.1, for each Project, the following costs are Ineligible Expenditures and are therefore ineligible to be paid from the Funds:

- (a) Costs incurred prior to the Federal Approval Date;
- (b) Costs incurred after December 31, 2023;
- (c) All expenditures related to Contracts signed prior to the Federal Approval Date;
- (d) Costs incurred for terminated or cancelled Projects;
- (e) Costs related to developing a business case or proposal or application for funding;

- (f) Costs associated with the acquisition, expropriation or leasing of:
 - (i) Land,
 - (ii) Buildings, or
 - (iii) Other facilities
- (g) Costs associated with the acquisition or leasing of equipment other than equipment directly related to the construction, improvement, repair, rehabilitation or reconstruction of the Project where the Province has not provided its prior written approval;
- (h) Costs that have not been claimed for reimbursement by the date that is 60 Business Days following Substantial Completion;
- (i) Capital costs, including site preparation and construction costs, until Canada and if applicable the Province have confirmed in writing that environmental assessment and Aboriginal consultation obligations have been fully met and continue to be fully met;
- (j) Costs related to any component of the Project other than its approved scope;
- (k) Real estate fees and related costs;
- (l) Costs incurred for the general operation, repair and regularly scheduled maintenance of the Project;
- (m) Services or works normally provided by the Recipient, incurred in the course of implementation of the Project, except those specified as Eligible Expenditures;
- (n) Expenditures related to any goods and services which are received through donations or in-kind contributions;
- (o) Any overhead costs, including salaries and other employment benefits of any employees of the Recipient, its direct or indirect operating or administrative costs, and more specifically its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff, except in accordance with the list of Eligible Expenditures above;
- (p) Unreasonable meal, hospitality or incidental costs or expenses of any Third Party;
- (q) Any amount for which the Recipient has received, will receive or is eligible to receive, a rebate, credit or refund, in full or in part;
- (r) Taxes of any kind;
- (s) Costs of relocating entire communities;
- (t) In the Province's sole discretion, the costs of communication activities undertaken by the Recipient that did not conform with the requirements of the Communications Protocol in Schedule "G";
- (u) Any amounts incurred or paid by the Recipient to an entity that is not at arm's length from the Recipient, except in accordance with the list of Eligible Expenditures above;

- (v) Costs incurred contrary to Article A.5.0 (Recipient's Acquisition of Goods or Services, Contract Provisions, and Disposal of Assets) of Schedule "A" (General Terms and Conditions) of this Agreement;
- (w) The costs, charges, penalties or fees incurred or paid by the Recipient in the process of having a cost determined to be an Ineligible Expenditure;
- (x) Costs, charges, penalties or fees incurred or paid by the Recipient that are a result of late or non-payment, rush requests, or contract termination or non-compliance;
- (y) Legal fees, financing charges and loan interest payments, including those related to easements (e.g., surveys);
- (z) Costs of furnishings and non-fixed assets which are not essential for the operation of the funded Asset or Project, as well as all costs associated with moveable assets or rolling stock;
- (aa) Any costs determined by the Province and Canada, in their sole discretion, to be associated with:
 - (i) tourism infrastructure;
 - (ii) a facility that serves as a home to a professional sports team; or
 - (iii) a planning project;
- (bb) Any other cost which is not specifically listed as an Eligible Expenditure under Article E.1.0 (Eligible Expenditures) and which, in the opinion of the Province, is considered to be ineligible.

[SCHEDULE "F" – EVALUATION FOLLOWS]

SCHEDULE “F” EVALUATION

F.1.0 PROJECT AND ICIP EVALUATIONS

- F.1.1 Recipient’s Participation in Project and ICIP Evaluations.** The Recipient understands that the Province or Canada, or both, may ask the Recipient to participate in one or more evaluations in respect of any Project or the ICIP during and for a period of up to six years after March 31, 2028. The Recipient agrees, if asked and at its own expense, to provide Project-related information to the Province or Canada, or both, for any evaluation.
- F.1.2 Results of Project and ICIP Evaluations.** The result of any evaluation carried under section F.1.1 (Recipient’s Participation in Project and ICIP Evaluations) will be made available to the public, subject to all applicable laws and policy requirements.

[SCHEDULE “G” – COMMUNICATIONS PROTOCOL FOLLOWS]

SCHEDULE “G” COMMUNICATIONS PROTOCOL

G.1.0 DEFINITIONS

G.1.1 **Definitions.** For the purposes of this Schedule “G” (Communications Protocol):

“**Joint Communications**” means events, news releases, and signage that relate to the Agreement or the Bilateral Agreement, or both, that are not operational in nature, and that are collaboratively developed and approved by,

- (a) in the case of the Bilateral Agreement, Canada, the Province and the Recipient;
and
- (b) in the case of the Agreement, the Province and the Recipient.

G.2.0 PURPOSE

G.2.1 **Purpose.** This communications protocol outlines the roles and responsibilities of each of the Parties to the Agreement in respect of Communications Activities related to each Project.

G.2.2 **Guidance.** This communications protocol will guide all planning, development and implementation of Communications Activities with a view to ensuring efficient, structured, continuous, consistent, and coordinated communications to the Canadian public.

G.2.3 **Application to Communications Activities.** The provisions of this communications protocol apply to all Communications Activities related to the Agreement and each Project.

G.3.0 GUIDING PRINCIPLES

G.3.1 **Information to Canadians.** Communications Activities undertaken through this communications protocol should ensure that Canadians are informed about the Project’s benefits, including the ways in which the Project helps improve their quality of life.

G.3.2 **Factors to Consider.** The scale and scope of Communications Activities undertaken for any Project will take into consideration the financial value, scope and duration of the Project and the feasibility of Joint Communications for such Communications Activities.

G.3.3 **Deficiencies and Corrective Actions.** The Province will communicate to the Recipient any deficiencies or corrective actions, or both, identified by the Province, Canada or, as applicable, the Committee.

G.3.4 **Approval of Communications Material.** The announcement or publication of the Project must be approved by the Parties and Canada prior to being carried out.

G.3.5 **Costs of Communication Activities.** With the exception of advertising campaigns outlined in Article G.10.0 (Advertising Campaigns), the costs of Communication Activities and signage will follow the eligibility rules established in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

G.4.0 JOINT COMMUNICATIONS

G.4.1 **Subject Matter.** The Parties and Canada may have Joint Communications about the funding and status of each Project.

G.4.2 **Prior Knowledge and Agreement.** Joint Communications in respect of any Project should not occur without the prior knowledge and agreement of the Parties and Canada.

G.4.3 **Recognition of the Province’s and Canada’s Contributions.** All Joint Communications material must be approved by the Province and Canada and will recognize the Province’s and Canada’s contribution or the Total Financial Assistance, or both, received in respect of any Project.

G.4.4 **Notice and Timing.** The Recipient and the Province, on its own behalf or that of Canada, may request Joint Communications. The Party requesting the Joint Communications will provide at least 15 Business Days’ notice to the other Party. If the Communications Activity is an event, it will take place at a date and location mutually agreed to by the Parties and, if applicable, Canada.

G.4.5 **Participation and Representatives.** The Party requesting a Joint Communications will provide the opportunity for the other Party and Canada to choose to participate and, if they do so choose, their own designated representative (in the case of an event).

G.4.6 **English and French.** Canada has an obligation to communicate in English and French. Communications products related to events must be bilingual and include the Canada word mark and the logos of the Parties. In such cases, Canada will provide the translation services and final approval on products.

G.4.7 **Table of Precedence for Canada.** The conduct of all Joint Communications will, as applicable, follow the *Table of Precedence for Canada* provided by Canada at

<https://www.canada.ca/en/canadian-heritage/services/protocol-guidelines-special-event/table-precedence-canada.html>, or at any other location as the Province may provide.

G.5.0 INDIVIDUAL COMMUNICATIONS

- G.5.1 **Canada's Obligations.** Notwithstanding Article G.4.0 (Joint Communications), the Parties agree that Canada or the Province, or both, have the right to communicate information to Canadians and Ontarians about the Agreement and the use of Funds to meet its legislated and regulatory obligations through their respective own Communications Activities.
- G.5.2 **Restrictions.** Each Party may include general ICIP messaging and an overview in respect of any Project in their own Communications Activities. The Province and the Recipient will not unreasonably restrict the use of, for their own purposes, Communications Activities related to any Project and, if the communications are web- or social-media based, the ability to link to it. Canada has also agreed, in the Bilateral Agreement, to the above.
- G.5.3 **Publication.** The Recipient will indicate, in respect of any Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of Canada and the Province.
- G.5.4 **Canada's Recognition in Documents.** In respect of any Project where the deliverable is a document, such as but not limited to plans, reports, studies, strategies, training material, webinars, and workshops, the Recipient will clearly recognize Canada's and the Province's respective financial contribution for the Project.
- G.5.5 **Acknowledgement of Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will, in respect of any Project-related publications, whether written, oral, or visual, acknowledge the Province's and Canada's support for the Project.

G.6.0 OPERATIONAL COMMUNICATIONS

- G.6.1 **Responsibility of Recipient.** The Recipient is solely responsible for operational communications in respect of each Project, including but not limited to calls for tender, contract awards, and construction and public safety notices. Operational communications as described above are not subject to the *Official Languages Act* of Canada.

G.7.0 MEDIA RELATIONS

G.7.1 **Significant Media Inquiry.** The Province and the Recipient will share information promptly with the other Party and Canada if significant media inquiries are received or emerging media or stakeholder issues arise in respect of a Project or the ICIP.

G.8.0 SIGNAGE

G.8.1 **Recognition of Funding Contribution.** The Parties agree that Canada, the Province and the Recipient may each have signage recognizing their funding contribution in respect of each Project.

G.8.2 **Funding Recognition.** Unless otherwise agreed by Canada or the Province, or both, the Recipient will produce and install a sign to recognize the funding contributed by the Province or Canada, or both, at each Project site in accordance with, as applicable, their current respective signage guidelines. Federal sign design, content, and installation guidelines will be provided by Canada. Provincial sign design, content, and installation guidelines will be provided by the Province.

G.8.3 **Permanent Plaque.** Where the Recipient decides to install a permanent plaque or another suitable marker in respect of any Project, the Recipient will:

- (a) on the marker, recognize the Province's and Canada's contributions; and
- (b) prior to installing the marker, seek the prior written approval of both Canada and the Province, each respectively, for its content and installation.

G.8.4 **Notice of Sign Installation.** The Recipient will inform the Province of sign installations, including providing the Province with photographs of the sign, once the sign has been installed.

G.8.5 **Timing for Erection of Sign.** If erected, signage recognizing Canada's and the Province's respective contributions will be installed at the Project site(s) 30 days prior to the start of construction, be visible for the duration of the Project, and remain in place until 30 days after construction is completed and the infrastructure is fully operational or opened for public use.

G.8.6 **Size of Sign.** If erected, signage recognizing Canada's and the Province's respective contribution will be at least equivalent in size and prominence to Project signage for contributions by other orders of government and will be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.

G.8.7 **Responsibility of Recipient.** The Recipient is responsible for the production and installation of Project signage, and for maintaining the signage in a good state of repair during the Project, or as otherwise agreed upon.

G.9.0 COMMUNICATING WITH RECIPIENT

G.9.1 **Facilitation of Communications.** The Province agrees to facilitate, as required, communications between Canada and the Recipient for Communications Activities.

G.10.0 ADVERTISING CAMPAIGNS

G.10.1 **Notice of Advertising Campaigns.** Recognizing that advertising can be an effective means of communicating with the public, the Recipient agrees that Canada or the Province, or both, may, at their own cost, organize an advertising or public information campaign in respect of any Project or the Agreement. However, such a campaign will respect the provisions of the Agreement. In the event of such a campaign, Canada or the Province will inform each other and the Recipient of its intention no less than 21 Business Days prior to the campaign launch.

[SCHEDULE “H” – DISPOSAL OF ASSETS FOLLOWS]

SCHEDULE “H” DISPOSAL OF ASSETS

H.1.0 DEFINITIONS

H.1.1 **Definitions.** For the purposes of this Schedule “H” (Disposal of Assets):

“**Asset Disposal Period**” means the period commencing on the Effective Date and ending five (5) years after the Expiration Date.

H.2.0 DISPOSAL OF ASSETS

H.2.1 **Asset Disposal Period.** Unless otherwise agreed to by the Province, the Recipient will maintain the ongoing operations and retain title to and ownership of any Asset acquired in respect of any Project for the Asset Disposal Period.

H.2.2 **Disposal of Asset and Payment.** If, at any time within the Asset Disposal Period, the Recipient sells, leases, encumbers, or otherwise disposes, directly or indirectly, of any Asset other than to Canada, the Province, or a municipal or regional government established by or under provincial statute, the Province may require the Recipient to reimburse the Province or Canada, via the Province, for any Funds received for any Project.

[SCHEDULE “I” – ABORIGINAL CONSULTATION PROTOCOL FOLLOWS]

SCHEDULE “I” ABORIGINAL CONSULTATION PROTOCOL

I.1.0 DEFINITIONS

I.1.1 **Definitions.** For the purposes of this Schedule “I” (Aboriginal Consultation Protocol):

“**Aboriginal Community**”, also known as “Aboriginal Group”, includes First Nation, Métis, and Inuit communities or peoples of Canada.

“**Aboriginal Consultation Plan**” means the Aboriginal Consultation Plan described in section I.2.1 (Development of Plan).

I.2.0 ABORIGINAL CONSULTATION PLAN

I.2.1 **Development of Plan.** The Province, based on the scope and nature of the Project or at the request of Canada, may require the Recipient, in consultation with the Province or Canada, or both, to develop and comply with an Aboriginal consultation plan (“Aboriginal Consultation Plan”) in respect of each Project.

I.2.2 **Procedural Aspects of Aboriginal Consultation.** If consultation with Aboriginal Communities is required, the Recipient agrees that:

- (a) the Province or Canada, or both, may delegate certain procedural aspects of the consultation to the Recipient; and
- (b) the Province or Canada, or both, will provide the Recipient with an initial list of the Aboriginal Communities the Recipient will consult.

I.2.3 **Provision of Plan to Province.** If, pursuant to section I.2.1 (Development of Plan), the Province provides Notice to the Recipient that an Aboriginal Consultation Plan is required, the Recipient will, within the timelines provided in the Notice, provide the Province with a copy of the Aboriginal Consultation Plan.

I.2.4 **Changes to Plan.** The Recipient agrees that the Province or Canada, in the sole discretion of the Province or Canada and from time to time, may require the Recipient to make changes to the Aboriginal Consultation Plan.

I.3.0 ABORIGINAL CONSULTATION RECORD

I.3.1 **Requirements for Aboriginal Consultation Record.** If consultation with an Aboriginal Community is required, the Recipient will maintain an Aboriginal Consultation Record

and provide such record to the Province, and any update to it, as part of its reporting to the Province pursuant to section D.2.1 (Inclusion of Aboriginal Consultation Record).

I.4.0 RESPONSIBILITIES OF THE RECIPIENT

I.4.1 Notification to and Direction from the Province. The Recipient, with respect to each Project, will immediately notify the Province:

- (a) of contact by Aboriginal Communities regarding the Project; or
- (b) of any Aboriginal archaeological resources that are discovered in relation to the Project,

and, in either case, the Recipient agrees that the Province or Canada, or both, may direct the Recipient to take such actions as the Province or Canada, or both, may require. The Recipient will comply with the Province's or Canada's direction.

I.4.2 Direction from the Province and Contracts. In any Contract, the Recipient will provide for the Recipient's right and ability to respond to direction from the Province or Canada, or both, as the Province or Canada may provide in accordance with section I.4.1 (Notification to and Direction from the Province).

[SCHEDULE "J" – REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES FOLLOWS]

SCHEDULE “J” REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES

J.1.0 PROCEDURES AND TIMING FOR REQUESTS FOR PAYMENT

- J.1.1 **Procedures.** The procedures provided for in Article J.2.0 (Procedures for Requests for Payment for Eligible Expenditures) of this Schedule “J” (Request for Payment and Payment Procedures) will apply to requests for payment that the Recipient submits to the Province under the Agreement.
- J.1.2 **Diligent and Timely Manner.** The Recipient will submit its requests for payment for Eligible Expenditures in respect of each Project to the Province in a diligent and timely manner.

J.2.0 PROCEDURES FOR REQUESTS FOR PAYMENT FOR ELIGIBLE EXPENDITURES

- J.2.1 **Timing, Reports and Documents.** The Recipient will submit each request for payment for Eligible Expenditures in respect of each Project to the Province in accordance with Schedule “D” (Reports) and, if the Province so requested pursuant to paragraph K.4.1(f), after review by the Committee.

J.3.0 PAYMENTS OF FUNDS

- J.3.1 **Payment by the Province.** Subject to the terms and conditions of the Agreement, upon receipt of a request for payment fully completed in accordance with this Schedule “J” (Requests for Payment and Payment Procedures), the Province will use its reasonable efforts to pay Funds to the Recipient based on the Recipient’s incurred and paid Eligible Expenditures up to the Maximum Funds, if due and owing under the terms of the Agreement. Claims will be reimbursed based on the Percentage of Provincial Support and the Percentage of Federal Support as set out in Sub-schedule “C.1” (Project Description and Financial Information).
- J.3.2 For greater certainty and without limitation, before the Province makes a payment to the Recipient, the following terms and conditions of the Agreement must be met, in the opinion of the Province or Canada, or both:
- (a) the conditions set out in paragraph A.4.2(c) of Schedule “A”;
 - (b) the special conditions listed in Article A.31.0 of Schedule “A” (Special Conditions);

- (c) receipt and acceptance by the Province of all required Reports and other reports, as applicable;
- (d) compliance with all applicable audit requirements under the Agreement; and
- (e) applicable communications requirements, as set out Schedule “G” (Communications Protocol).

J.3.3 The Province will under no circumstances be liable for interest for failure to make a payment within the time limit provided for in this Article J.3.0 (Payments of Funds).

J.4.0 TIME LIMITS FOR REQUESTS FOR PAYMENTS

J.4.1 **Timing.** The Recipient will submit all requests for payment, including any final request for payment, within 60 Business Days of any Project’s Substantial Completion.

J.4.2 **No Obligation for Payment.** Notwithstanding anything to the contrary herein, the Province will have no obligation to make any payment for a request for payment that is received by the Province after 60 Business Days following the Substantial Completion of any Project.

J.5.0 FINAL RECONCILIATION AND ADJUSTMENTS

J.5.1 **Final Reconciliation and Adjustments.** For each Project, following the submission of the final Progress Report and the declaration of Substantial Completion, the Province will carry out a final reconciliation of all requests for payments and payments in respect of the Project and make any adjustments required in the circumstances.

J.6.0 HOLDBACK

J.6.1 **Holdback.** For each Project, the Province may hold back funding in accordance with section A.4.12 (Retention of Contribution).

J.7.0 FINAL PAYMENT

J.7.1 **Final Payment.** Subject to paragraph A.4.2(c) of Schedule “A” (General Terms and Conditions), the Province will pay to the Recipient the remainder of the Funds under the Agreement, including the Holdback, after all of the conditions under section A.4.12 (Retention of Contribution) of Schedule “A” (General Terms and Conditions) have been met.

[SCHEDULE “K” – COMMITTEE FOLLOWS]

SCHEDULE “K” COMMITTEE

K.1.0 ESTABLISHMENT OF COMMITTEE

K.1.1 **Establishment and Term of Committee.** If the Province requires the establishment of a Committee to oversee the Agreement, pursuant to section A.29.1 (Establishment of Committee), the Parties will, within 60 days of the Province providing Notice, hold an initial meeting to establish the Committee. The Committee’s mandate will expire on the Expiration Date of the Agreement.

K.2.0 COMMITTEE MEMBERS, CO-CHAIRS, AND OBSERVERS

K.2.1 **Appointments by the Province.** The Province will appoint two persons as members of the Committee.

K.2.2 **Appointments by the Recipient.** The Recipient will appoint two persons as members of the Committee.

K.2.3 **Chairs of the Committee.** The Committee will be headed by co-chairs chosen from its members, one appointed by the Province and one appointed by the Recipient. If a co-chair is absent or otherwise unable to act, the member of the Committee duly authorized in writing by the Province or the Recipient, as applicable, will replace him or her and will act as co-chair in his or her place.

K.2.4 **Non-committee Member Staff.** The Parties may invite any of their staff to participate in Committee meetings. The Province may invite up to two representatives from Canada to sit as observers on the Committee. For greater certainty, the staff and representative(s) from Canada will not be considered members and will not be allowed to vote.

K.3.0 MEETINGS AND ADMINISTRATIVE MATTERS

K.3.1 **Rules of Committee.** The Committee will:

- (a) meet at least two times a year, and at other times at the request of a co-chair; and
- (b) keep minutes of meetings approved and signed by the co-chairs as a true record of the Committee meetings.

K.3.2 **Quorum.** A quorum for a meeting of the Committee will exist only when both co-chairs are present.

K.4.0 COMMITTEE MANDATE

K.4.1 **Mandate.** Provided that no action taken by the Committee will conflict with the rights of the Parties under the Agreement, the mandate of the Committee will include, but not be limited to:

- (a) monitoring the implementation of the Agreement including, without limitation, the implementation of Schedule “G” (Communications Protocol), for compliance with the terms and conditions of the Agreement;
- (b) acting as a forum to resolve potential issues or disputes and address concerns;
- (c) reviewing and, as necessary, recommending to the Parties amendments to the Agreement;
- (d) approving and ensuring audit plans are carried out as per the Agreement;

- (e) establishing sub-committees as needed;
- (f) at the request of the Province, reviewing requests for payments; and
- (g) attending to any other function required by the Agreement, including monitoring project risk and mitigation measures, or as mutually directed by the Parties.

K.4.2 Committee Decisions. Decisions of the Committee will be made as follows:

- (a) the co-chairs will be the only voting members on the Committee; and
- (b) decisions of the Committee must be unanimous and recorded in writing.

K.5.0 ROLE OF THE RECIPIENT

K.5.1 Requirements. The Recipient undertakes to fulfill, in addition to any other requirements provided for in this Schedule “K” (Committee), the following:

- (a) establish a fixed location where the Agreement will be managed, and maintain it until the expiry of the Committee’s mandate and, if relocation is required, establish a new location;
- (b) prepare and retain, at the location described in paragraph K.5.1(a), and make available to the Committee, all documents needed for the work of the Committee, including payment request forms, approval documents, contracts, and agendas and minutes of meetings of the Committee and its subcommittees;
- (c) ensure that any audit required of the Recipient pursuant to the Agreement is carried out and the results are reported to the Committee;
- (d) ensure that administrative and financial systems are developed and implemented for any Project and the work of the Committee;
- (e) promptly inform the Committee of all proposed changes in respect of any Project; and
- (f) provide the Committee, as requested and within the timelines set by the Committee, and to the Committee’s satisfaction, project status information related to Schedule “D” (Reports).

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

BY-LAW NUMBER 091-21

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

WHEREAS the Council of The Corporation of the Township of Wellington North deems it expedient amend the parking by-law.

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

1. **THAT** Schedule "D" Municipal Parking Lots to By-law No. 5000-05 be amended as follows:

Mount Forest

Roll #23-49-000-002-11100-0000

Part Lots 15 – 17 East side Main St., Together with ROW RP 60R1580, Parts 2 – 7
Known municipally as 170 Main Street South, Mount Forest

Roll #23-49-000-002-12700-0000

Lot 11 East side Main St. Part Lot 11 West side of
Main St. Part 1 on 60R2293

Known municipally as 129 Wellington Street East, Mount Forest

Roll #23-49-000-004-15200-0000

Lots 4 and 8 Gardiner Svy. Parts 1 & 2 on 60R2193; Parts 1 & 6 on 60R2271 and
Part 1 on 60R3095

Known municipally as 381 Main St North Mount Forest

Arthur

Roll #23-49-000-012-12200-0000

Part 46 to 47, West side George St. Lot 54 East side Edward St.
Parts 1, 2, 6, 8 on 60R1487

Known municipally as 154 George Street, Arthur

2. **THAT** Schedule “D” Municipal Parking Lots to By-law No. 5000-05 be amended by removing the following descriptions:
 - a) Wellington Street East, former municipal office, Town of Mount Forest;
and
 - b) 146 George Street (former municipal office, Village of Arthur)and insert the following:

“None”
3. **THAT** this by-law shall come into force and take effect, when properly worded “**No Parking**” signs have been erected.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 27TH DAY OF SEPTEMBER, 2021.**

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NUMBER 092-21

BEING AN INTERIM CONTROL BY-LAW TO PROHIBIT THE USE OF LAND, BUILDINGS AND STRUCTURES FOR CANNABIS PRODUCTION RELATED USES ON ANY AND ALL LANDS LOCATED WITHIN THE TOWNSHIP OF WELLINGTON NORTH.

WHEREAS, Section 38 of the *Planning Act*, R.S.O. 1990, c. P.13 as amended, provides that where the Council of a local municipality has, by By-law or resolution, directed that a review or study be undertaken in respect of land use planning policies in the municipality or in any defined area or areas thereof, the Council of the municipality may pass a By-law to be in effect for a period of time specified in the by-law, which period shall not exceed one year from the date of passing thereof, prohibiting the use of land, buildings or structures within the municipality or within the defined area or areas thereof for, or except for, such purposes as are set out in the By-law;

AND WHEREAS Council for the Township of Wellington North passed a resolution on August 23, 2021, directing that a planning study be undertaken to review land use planning policies relating to Cannabis Operations within the municipality;

AND WHEREAS Council for the Township of Wellington North has determined that it is in the public interest to prohibit the use of specific lands within the Township for Cannabis Production Related Uses, as more particularly defined herein, so as to allow the Township to review and, if considered appropriate, implement the findings of the review and study referred to herein;

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

1. For the purposes of this By-law the following definition applies:
 - a. "Cannabis Production Related Uses" means:

The use of lands, buildings or structures for the purpose of growing, cultivating, raising, producing, processing, drying, harvesting, packaging, treating, testing, destroying, storing and/or distribution of Cannabis as defined by the Cannabis Act, 2018, c. 16 as amended. A Cannabis Production Related Use does not include the growth, production or processing of cannabis plants at a residence in accordance with personal use allotments permitted under the *Cannabis Act*, and by the Province of Ontario for recreational purposes.

2. Notwithstanding all permitted uses and regulations of the Township of Wellington North Zoning By-law 66-01 as amended, no lands, buildings or structures shall be used for Cannabis Production Related Uses within the Township of Wellington North.
3. This By-law shall be in effect for one (1) year from the date of passing unless otherwise extended in accordance with the provisions of the *Planning Act*.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 27TH DAY OF SEPTEMBER, 2021.**

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK



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

CULTURAL MOMENT FOR SEPTEMBER CELEBRATES THE ROTHWELL FAMILY FARM & APPLE ORCHARD

The adage “An apple a day keeps the doctor away” originated in Wales in 1866 but the wording was actually “Eat an apple on going to bed and you’ll keep the doctor from earning his bread”. The current wording reappeared in 1913 and if you want to try this theory, a great place to visit is Rothwell Family Farm & Apple Orchard on Sideroad 7, west of Kenilworth.

This 200-acre family farm has 6 acres planted in apples. They began in 1976 and now have 13 varieties including: Courtland, Empire, Paula-red, McIntosh, Gala, Ambrosia, Spy, Honeycrisp, Jonagold, Russet, Tolman Sweet, Spartan, and 1 Wealthy tree. They have had as many as 1400 trees but care for approximately 800 now.

Growing trees requires a large investment as it may take 3 to 9 years for one to mature and produce fruit. A determining factor is the variety that is being grown and the yield per acre again depends on several factors. One is weather, and another how close the trees are planted, generally 1 to 2 feet apart. Apple trees can produce between 200 to 2,000 bushels per acre however the provincial average is 400. In 2012, the heat wave was so severe that only 1 percent of the potential yield was produced.



Between the rows

The lifespan of an apple tree depends on the variety. Some trees on the farm are 45 years old and will still continue to produce for many decades if they are carefully pruned. Spraying ensures that the apples are of high quality. The Rothwells also produce Apple Cider and Apple Butter and sell local honey.



Courtland Apples

The apples are kept in cold storage so that they may be sold locally into the winter. An Ida-red apple improves while in storage. It becomes more succulent and milder by February. On the other hand, a McIntosh doesn't store well and will become soft over time. An Ambrosia is another variety that will keep well for an extended period.

Terry Rothwell advises that certain apples have special uses. For baking pies, Wealthy, which is an old variety, is the best. For making applesauce, he prefers Paula-reds. To just munch, either a Courtland, Ambrosia, or Gala are really good. Courtland apples are a favourite in Waldorf Salads at fancy restaurants. Pies that are made in October from fresh apples and then frozen, have a better flavour than pies that are made later in the year from apples that have been taken out of storage.

Whatever your choice, biting into an apple tingles the taste buds.

Submitted with permission, by Penny Renken, Wellington North Cultural Roundtable

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

BY-LAW NUMBER 093-21

**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
SEPTEMBER 27, 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 September 27, 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 27TH DAY OF SEPTEMBER, 2021.**

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK