



Township of Wellington North

P.O. Box 125 • 7490 Sideroad 7 W • Kenilworth • ON • N0G 2E0

Regular Meeting of Council

Monday, March 21, 2011

Following Meeting to Consider Drainage Report

Council Chambers, Municipal Office, Kenilworth

AGENDA

Page 1 of 5

AGENDA ITEM	PAGE NO.
<u>CALLING THE MEETING TO ORDER</u> - Mayor Tout	
<u>PASSING AND ACCEPTANCE OF AGENDA</u>	
<u>DECLARATION OF PECUNIARY INTEREST</u>	
<u>MINUTES</u>	
1. Regular Meeting of Council, March 7, 2011	01
<u>DELEGATIONS, DEPUTATIONS, PETITIONS</u>	
1. Linda Dickson, CEMC, County of Wellington Re: Report on the Technical Standards and Safety Act, 2000, Regulation 440/08 – Propane Regulations	10
2. Brad Patton, County Fire Coordinator Linda Dickson, CEMC, County of Wellington Re: Fire Training Officer – Wellington County	13

AGENDA ITEM	PAGE NO.
<u>STANDING COMMITTEE, MINUTES, RECOMMENDATIONS AND STAFF REPORTS</u>	
1. Water/Sewer Committee - Minutes, March 15, 2011	17
2. Works Committee - Minutes, March 15, 2011	21
3. Arthur Area Fire Department - February, 2011 Fire Report - February, 2011 Fire Prevention Officer's Report	25 27
4. Mount Forest Fire Department - February, 2011 Fire Report - February, 2011 Fire Prevention Officer's Report	23 29
5. Finance Committee - Budget Process Overview 2011 - Resolutions	30 34
6. Treasurer's Report - Council Remuneration and Expenses 2010	36
<u>CORRESPONDENCE FOR COUNCIL'S INFORMATION AND DIRECTION</u>	
1. Guelph/Wellington Heart and Stroke Foundation Re: Heart and Stroke Big Bike Events	37
2. Ministry of Transportation Connecting Link Funding - Resolution	39
3. Ausable Bayfield Maitland Valley Source Protection Region Re: Notice under Ontario Regulation 287/07: Drinking Water Source Protection Plan Preparation	40
4. B. M. Ross and Associates Limited Re: Saugeen Highland Estates Subdivision (Mount Forest) - Final Acceptance for Phase 4A and Phase 6 - Final Release of Securities	45

AGENDA ITEM	PAGE NO.
<u>CORRESPONDENCE FOR COUNCIL'S INFORMATION AND DIRECTION</u> (continued)	
5. B. M. Ross and Associates Limited Re: Eastridge Landing Subdivision (Arthur) - Preliminary Acceptance for Stage 1 & Stage 2 of Phase 2	48
6. Arthur Lions Club Re: Request for Temporary Road Closure for Annual Duck Race	50
7. Mary Schmidt, Chairperson, Art In the Street Re: - Sidewalk Art Competition - Request for Temporary Road Closure	51 52
8. Mount Forest Kin Club Re: Request to Dedicate June 3, 2011 as Portraits of Honour Day	53
9. County of Wellington copy of letter from County Legal Counsel Garrod – Pickfield to Ministry of Environment Re: Municipal Consultation Form – Renewable Energy Approval NextEra Energy Proposed Wind Energy Project, Township of Mapleton	56
10. Ministry of Community Safety and Correctional Services Re: Congratulations on Completing Mandatory Emergency Management Activities	63
11. The Fire Fighter's Association of Ontario Re: Private Members Business Regarding Mandatory Retirement of Firefighters Involved in Fire Suppression at Age 60	64
12. Mount Forest Junior C Patriots Hockey Club Re: Request for Approval of Beer Gardens at Baseball Tournament on Canada Day Weekend.	65
13. Steve Chambers, Mount Forest Slow Pitch Association Re: Request for Approval of Beer Gardens at Baseball Tournament on Father's Day Weekend	66
14. Paul Barnard, Mount Forest Kin Club Re: Request for Temporary Road Closure for Annual Spring Road Toll	67

AGENDA ITEM		PAGE NO.
<u>BY-LAWS</u>		
1.	15-11 Being a By-law to Authorize the Execution of an Amending Agreement Between her Majesty the Queen in Right of Ontario, as Represented by the Minister of Energy and Infrastructure and the Minister of Agriculture, Food and Rural Affairs, and the Corporation of the Township of Wellington North. (Infrastructure Stimulus Fund (ISF) Cork Street Sewage Pumping Station, Mount Forest)	68
2.	16-11 Being a By-law to Amend By-law No. 100-07 and to Provide for the Appointment of a Deputy Fire Chief for the Arthur Fire Department.	74
3.	17-11 Being a By-law to Provide for a Drainage Works in the Township of Wellington North in the County of Wellington, Known as the Bailey Drainage Works, F Drain	75
4.	18-11 Being a By-law to Authorize the Reeves Albert Street (Mount Forest) Subdivision Agreement	78
5.	19-11 Being a By-law to Amend Zoning By-law Number 66-01 Being the Zoning By-law for the Township of Wellington North (Part of Lot 4, Concession 3, former Township of West Luther – R. and J. Martin)	126
<u>OTHER BUSINESS</u>		
1.	County of Wellington Planning and Land Division Committee Re: Comments for Consent Applications Number B33/11 and B34/11	130
<u>ITEMS FOR COUNCIL’S INFORMATION</u>		
Grand River Conservation Authority - General Levy		

AGENDA ITEM	PAGE NO.
<p><u>ANNOUNCEMENTS</u></p> <p><u>CLOSED MEETING SESSION</u></p> <ol style="list-style-type: none">1. "Personnel" Matter pertaining to Labour Relations2. "Personal" Matter about an Identifiable Individual including Municipal or Local Board Employees3. "Legal" Matter pertaining to Litigation or Potential Litigation4. "Property" Matter pertaining to a Proposed Acquisition of Real Property for Municipal Purposes	
<p><u>CONFIRMING BY-LAW NO. 20-11, BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF COUNCIL</u></p>	140
<p><u>ADJOURNMENT</u></p> <p style="text-align: right;">Lorraine Heinbuch, Chief Administrative Officer/Clerk</p>	

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

BY-LAW NUMBER 15-11

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AMENDING AGREEMENT BETWEEN HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO, AS REPRESENTED BY THE MINISTER OF ENERGY AND INFRASTRUCTURE AND THE MINISTER OF AGRICULTURE, FOOD AND RURAL AFFAIRS, AND THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH. (Infrastructure Stimulus Fund (ISF) Cork Street Sewage Pumping Station, Mount Forest)

AUTHORITY: Municipal Act, 2001, S.O. 2001, c.25, as amended, Sections 4 and 5.

WHEREAS Section 4 of the Municipal Act, S.O. 2001, c. 25, as amended (hereinafter called the "Act") provides that the inhabitants of every municipality are incorporated as a body corporate and section 5 of the Act provides that the powers of a municipality shall be exercised by its council, and further, section 8 of the Act provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the Act or any other Act;

AND WHEREAS the purpose of the Infrastructure Stimulus Fund Contribution Agreement is directed at capital projects that involve moveable or non-moveable assets, constructed, rehabilitated, or improved, in whole or part;

AND WHEREAS the Township of Wellington North has applied for funds under the Infrastructure Stimulus Fund to undertake the Cork Street Sewage Pumping Station, Mount Forest project;

AND WHEREAS it is deemed necessary to enter into an amending agreement with Her Majesty the Queen in Right of Ontario, as represented the Minister of Energy and Infrastructure and the Minister of Agriculture, Food and Rural Affairs, with respect to the Infrastructure Stimulus Fund.

**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 amending agreement with Her Majesty the Queen in Right of Ontario, as represented by the Minister of Energy and Infrastructure and the Minister of Agriculture, Food and Rural Affairs, with respect to the Infrastructure Stimulus Fund – Communities Component in substantially the same form as the agreement attached hereto as Schedule "A".
2. That the Mayor and the Clerk of the Corporation of the Township of Wellington North are hereby authorized and directed to execute the said amending agreement and all other documentation required under Infrastructure Stimulus Fund., on behalf of the Corporation.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 21ST DAY OF MARCH, 2011.**

**RAYMOND TOUT,
MAYOR**

**LORRAINE HEINBUCH,
CHIEF ADMINISTRATIVE OFFICER/CLERK**

TOWNSHIP OF WELLINGTON NORTH
BY-LAW NUMBER 15-11
SCHEDULE "A"
AMENDING AGREEMENT

ISF Amending Agreement

INFRASTRUCTURE STIMULUS FUND CONTRIBUTION AGREEMENT

Between

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

and the

Minister of Agriculture, Food and Rural Affairs
(jointly "Ontario" and as "OMAFRA" in the latter case)

And

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
(the "Recipient")

WHEREAS the Government of Canada established a \$4.0 billion ISF under Canada's Economic Plan to mitigate against the impacts of the global economic recession by increasing the total amount of construction activity to projects that were projected to start and be Substantially Completed in the Fiscal Years of 2009-2010 and 2010-2011;

AND WHEREAS the Government of Ontario also recognized the impacts of the global economic recession on the Province of Ontario and mitigated against those impacts by increasing the total amount of construction activity to projects that were projected to start and be Substantially Completed in the Fiscal Years 2009-2010 and 2010-2011;

AND WHEREAS Ontario and the Recipient (the "**Parties**") entered into the Infrastructure Stimulus Fund Contribution Agreement on September 14, 2009 (the "**Agreement**");

AND WHEREAS the purpose of the Agreement was directed at capital projects that involved moveable or non-moveable assets, constructed, rehabilitated, or improved, in whole or in part;

AND WHEREAS the Government of Canada and the Government of Ontario agreed that the deadline for the Eligible Costs of extended projects will be extended from March 31, 2011 to October 31, 2011;

AND WHEREAS the Parties wish to amend certain provisions of the Agreement as set forth in this amending agreement ("**Amendment**") to reflect the changes that have occurred since the Agreement was originally signed;

NOW THEREFORE, pursuant to section 17.10 of the Agreement and in accordance with the principles set out above and the mutual covenants and agreements herein, the sufficiency of which is acknowledged, the Parties hereby agree as follows:

1. **Amendments to Section 1 of Schedule "A" of the Agreement.** The following terms of Section 1 of Schedule "A" of the Agreement are amended as follows:
 - (a) **"End of Financial Assistance Date".** This definition is revoked and replaced with:
 "End of Financial Assistance Date" means October 31, 2011.
 - (b) **"Expiration Date".** This definition is revoked and replaced with:
 "Expiration Date" means March 31, 2013.
 - (c) **"Final Report Date".** This definition is revoked and replaced with:
 "Final Report Date" means December 15, 2011.
 - (d) **"Project Completion Date".** This definition is revoked and replaced with:
 "Project Completion Date" means October 31, 2011.

2. **Addition of Section 3.6 to Schedule "A" of the Agreement.** Section 3.6 is added to Schedule "A" of the Agreement as follows:

3.6 Deemed Ineligible Costs. Notwithstanding anything else contained in the Agreement, any cost invoiced by March 31, 2011 that the Recipient fails to submit to OMAFRA for the payment of Financial Assistance by April 30, 2011 shall be deemed to be an Ineligible Cost.

3. **Addition of Section 4.18 to Schedule "A" of the Agreement.** Section 4.18 is added to Schedule "A" of the Agreement as follows:

4.18 Adjust Financial Assistance Being Provided By the Government of Canada. If, in the sole and absolute discretion of Ontario, Ontario is of the opinion that the Government of Canada has, for whatever reason, reduced or ceased its funding for the Project, Ontario may Adjust the Financial Assistance in order to account for the reduction or cessation of funding for the Project from the Government of Canada.

4. **Condition Precedent For Amendment That Project Must Have Incurred Eligible Costs By March 31, 2011.** It is a condition precedent for this Amendment that the Project must have incurred Eligible Costs by March 31, 2011. Notwithstanding anything else contained herein, this Amendment or any part thereof may be deemed null and void at Ontario's sole discretion if the Recipient's Project has not incurred Eligible Costs by March 31, 2011.

5. **Defined Terms.** Any capitalized term used in this Amendment but not defined herein shall have the same meaning given to it in the Agreement.

6. **Amendment May Be Signed in Counterparts.** The Parties agree that this Amendment may be signed in counterparts.

7. **Amendment Comes Into Effect When Recipient Signs.** This Amendment comes into effect on the day that the Recipient signs the Amendment.

8. ***The Agreement.*** The Parties acknowledge and agree that the Agreement continues as a valid and binding agreement, subject only to this Amendment, and that all other terms and conditions of the Agreement apply *mutatis mutandis*.

[Rest of Page Intentionally Left Blank]

IN WITNESS WHEREOF Ontario and the Recipient have respectively executed this Amendment as of the dates indicated below.

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

Name: The Honourable Bob Chiarelli
Title: Minister of Infrastructure

Date

and by the Minister of Agriculture, Food and Rural Affairs
by:

Name: The Honourable Carol Mitchell
Title: Minister of Agriculture, Food and Rural Affairs

Date

RECIPIENT'S NAME: THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

by:

Name:
Title:

Date

Affix
Corporate
Seal

Name:
Title:

Date

I/We have authority to bind the Recipient.

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

BY-LAW NUMBER 16-11

**BEING A BY-LAW TO AMEND BY-LAW NO. 100-07 AND TO
PROVIDE FOR THE APPOINTMENT OF A DEPUTY FIRE CHIEF
FOR THE ARTHUR FIRE DEPARTMENT.**

AUTHORITY: Municipal Act, 2001, S.O. 2001, Chapter 25, as amended.
Fire Protection and Prevention Act, S.O. 1997, Chapter 4, Section 6.

WHEREAS the Fire Protection and Prevention Act authorizes by-laws for providing fire fighting and fire protection services and authorizes the establishment, maintenance and operation of a fire department to serve defined areas of the municipality;

AND WHEREAS The Corporation of the Township of Wellington North has established two fire departments at the former Village of Arthur and at the former Town of Mount Forest;

AND WHEREAS subsection 6(1) of the Fire Protection and Prevention Act, 1997 provides that if a fire department is established for part of a municipality, the council of the municipality shall appoint a fire chief for the fire department.

AND WHEREAS the position of Deputy Chief is vacant;

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

1. THAT Troy Lawlor is hereby appointed as Deputy Fire Chief for the Arthur Fire Department effective March 22, 2011.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 21ST DAY OF MARCH, 2011.**

**RAYMOND TOUT,
MAYOR**

**LORRAINE HEINBUCH,
CHIEF ADMINISTRATIVE OFFICER/CLERK**

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

BY-LAW NUMBER 17-11

**BEING A BY-LAW TO PROVIDE FOR A DRAINAGE WORKS IN
THE TOWNSHIP OF WELLINGTON NORTH IN THE COUNTY OF
WELLINGTON, KNOWN AS THE BAILEY DRAINAGE WORKS, F
DRAIN**

AUTHORITY: Drainage Act, R. S. O. 1990, c. D.17, as amended, Section 87.
Municipal Act, 2001, S.O. 2001, c.25, as amended, Sections 5 (3), 11 (1) 6

WHEREAS the Municipal Act, 2001, S.O. 2001, c.25, as amended, Section 5(3), provides that the jurisdiction of every council is confined to the municipality that it represents and its powers shall be exercised by by-law.

AND WHEREAS the Municipal Act, 2001, S.O. 2001, c.25, as amended, Section 11 (1) 6 provides that every council may pass such by-laws respecting matters within the sphere of jurisdiction relating to Drainage and Flood Control.

AND WHEREAS the Council of the Corporation of the Township of Wellington North has received a petition in accordance with the provisions of the Drainage Act to provide for a Drainage Works in the Township of Wellington North in the County of Wellington known as the Bailey Drainage Works, F Drain, and for borrowing on the credit of the Township of Wellington North the sum of \$20,960. for completing the Drainage Works.

AND WHEREAS the requisite number of owners have petitioned the Council of the Corporation of the Township of Wellington North in the County of Wellington in accordance with the provisions of the Drainage Act, requesting that certain lands and roads be drained by a drainage works.

AND WHEREAS the Council of the Township of Wellington North has procured a Report by K.A. Smart, P. Eng., Drainage Engineer of the firm of K. Smart Associates Ltd., 85 McIntyre Dr., Kitchener, Ontario and the said Report is attached as Schedule A of this By-law.

AND WHEREAS the Council is of the opinion that the Drainage Works as described therein is desirable.

NOW THEREFORE the Council of the Corporation of the Township of Wellington North, pursuant to The Drainage Act, enacts as follows:

1. The Report is hereby adopted, and the Drainage Works as therein indicated and set forth is hereby authorized and shall be completed in accordance therewith.
2. The Corporation of the Township of Wellington North may borrow on the credit of the Corporation the sum of \$20,960 being the funds necessary for the Drainage Works provided that the sum be reduced by the amount of commuted payments with respect to the lands and roads assessed.
3. For paying the sum of \$8,930 the amount being charged against such lands and roads for benefit and for paying the sum of \$12,030 the amount being charged against the lands and roads for outlet in the Township of Wellington North apart from lands and roads belonging to or controlled by the Municipality and for covering interest thereon at the rate of 6% per annum or such rate as required at the time of borrowing, the following total special rates over and above all other rates shall be assessed, levied and collected upon and from the parcels of land and parts of parcels and roads shown in Schedule A, and the amount of total special rates and interest against each parcel or part of parcel or road respectively shall be paid in full by each assessed owner thirty (30) days after invoicing. Any amount remaining unpaid at the expiration of the thirty (30) days shall be charged interest at the rate of 1.25 % per month or such rate as is imposed at the time of collection; any amount remaining unpaid for a period of three (3) months shall be collected in the same manner and at the same time as all other taxes assessed, levied and collected; providing that no greater amount shall be levied than is required after taking into account and crediting the amount of grants under Section 87, The Drainage Act, and any other grant or commuted payment which may be applicable.
4. That this By-law be printed and a copy be mailed to the owners as shown by the last revised assessment roll of each parcel or part of parcel of land or road assessed as shown in the Report which shall be attached to this By-law by each owner as Schedule A.
5. That this By-law shall come into force on the final passing thereof, and may be cited as the Bailey Drainage Works, F Drain.

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

BY-LAW NUMBER 18-11

**BEING A BY-LAW TO AUTHORIZE THE REEVES ALBERT
STREET (MOUNT FOREST) SUBDIVISION AGREEMENT.**

WHEREAS:

- A. Reeves Construction Limited has applied under the provisions of the *Planning Act* for approval of a registered plan of subdivision with respect to the following lands:

In the Township of Wellington North (formerly Town of Mount Forest), being Park Lot 4 on the South side of Albert Street according to the Plan for the Town of Mount Forest and shown as Part 1 on deposited Plan 61R10147, in the County of Wellington and Province of Ontario having Property Identifier Number 71059-0158 (LT).

- B. The Corporation of the County of Wellington being the approval authority under the provisions of the Act (File No. 23T-10001) has issued approval subject to compliance with conditions authorized by the Act one of which is a Subdivision Agreement satisfactory to The Corporation of the Township of Wellington North.

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

1. The Corporation of the Township of Wellington North is authorized to enter into a Subdivision Agreement as required under the said File No. 23T-10001 with Reeves Construction Limited in substantially the same form as Draft # 2 of the Subdivision Agreement attached hereto as Schedule 1.
2. The Mayor and the Clerk of the Corporation are hereby authorized and directed to sign the Subdivision Agreement on behalf of The Corporation of the Township of Wellington North with any non-substantive changes to the said Draft # 2 which in the opinion of the Chief Administrative Officer and the municipal solicitor are reasonable or necessary.
3. When executed by Reeves Construction Limited the Clerk shall cause notice of the Subdivision Agreement to be registered on the title to the lands described in it.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 21ST DAY OF MARCH, 2011.**

**RAYMOND TOUT,
MAYOR**

**LORRAINE HEINBUCH,
CHIEF ADMINISTRATIVE OFFICER/CLERK**

**CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH
BY-LAW NUMBER 18-11**

SCHEDULE 1

SUBDIVISION AGREEMENT

Between

REEVES CONSTRUCTION LIMITED

- and -

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

- and -

WELLINGTON NORTH POWER INC.

**Township of Wellington North
Kenilworth, Ontario
N0G 2E0**

TOWNSHIP OF WELLINGTON NORTH

SUBDIVISION AGREEMENT INDEX

SECTION 1 – ORDER OF PROCEDURE	2
SECTION 2 – LIST OF ATTACHED SCHEDULES	3
SECTION 3 – INSTALLATION OF SERVICES	4
3.1 General Obligations	4
3.2 Township’s Engineering, Planning and Legal Costs	4
3.3 Developer’s Engineer	5
3.4 Works to be Installed	5
3.5 Approval of Plans	5
3.6 Notification of Commencement	6
3.7 Progress of Works	6
3.8 Scheduling of Works	6
3.9 Contractor	7
3.10 Utility Costs and Charges	7
3.11 Access Roads	7
3.12 Movement of Fill	7
3.13 Damage to Existing Plant	7
3.14 Signs	8
3.15 Testing	8
3.16 Erosion and Silting Control	8
3.17 Emergency Access	8
3.18 Construction Refuse and Weeds	8
3.19 Dust Control	9
3.20 Street Name	9
3.21 Municipal Street Numbers	9
SECTION 4 – ACCEPTANCE OF WORKS	9
4.1 Stages of Construction and Services	9
4.2 Inspection and Preliminary Acceptance of the Works	10
4.3 Final Acceptance of the Works	10
4.4 Acceptance During Winter Months	11
4.5 Use of Works by Township	11
4.6 Replacement of Survey Bars	11
4.7 Ownership of Services	11
SECTION 5 – MAINTENANCE OF WORKS	11
5.1 Maintenance of Works	11
5.2 Road Maintenance	12
5.3 Emergency Repairs	12
SECTION 6 – DRAINAGE AND LANDSCAPE DESIGN	13
6.1 Drainage	13
6.2 Preservation of Trees	13
6.3 Lots Unsuitable for Building	13
6.4 Lot Grading	13
6.5 Obligation to Complete Grading According to Lot Grading Plan	13

Subdivision Agreement Index Cont'd

6.6	Certified Building Lot Site Plan	13
6.7	Owner's Final Grading Certificate	14
6.8	Obligation to Maintain Grading	15
6.9	Prevention of Surface Water Flow	15
6.10	Erosion Control	16
6.11	Maintenance of Lot Grading	16

SECTION 7 – LANDS TO BE CONVEYED 16

7.1	Lands for Municipal Purposes	16
7.2	Easements	16

SECTION 8 – ADMINISTRATION 16

8.1	Voiding Agreement	16
8.2	Developer's Expense	16
8.3	Phasing	17
8.4	Developer's Liabilities	17
8.5	Insurance	18
8.6	Legal Notice to Developer	18
8.7	Registration	18
8.8	Mortgagee Postponement and Subordination	18
8.9	Requirements for Building Permits	18
8.10	Requirements for Occupancy	20
8.11	Special Building Permits / Model Homes	21
8.12	Right to Enter into an Agreement	21
8.13	Successors and Assigns	21
8.14	Notification of Charges	21
8.15	Scheduling, Progress and Completion	22
8.16	No Township Liability	22
8.17	Conflict	22
8.18	Amendment	22
8.19	First Registration – Land Titles Act	23
8.20	Township Street Entrance Policy	23

SECTION 9 – FINANCIAL PROVISIONS 23

9.1	Development Charges, Drainage and Local Improvement Charges	23
9.2	Securities	24
9.3	Reduction of Securities	25
9.4	Statutory Declaration of Accounts Paid	26
9.5	Construction Lien Act	26
9.6	Partial Release	26

SECTION 10 – SPECIAL PROVISIONS AND EXCEPTIONS 27

SECTION 11 – SIGNATURES 27

LIST OF SCHEDULES

SCHEDULE "A" --	DESCRIPTION OF LANDS BEING SUBDIVIDED	28
SCHEDULE "B" --	IDENTIFICATION OF DRAFT PLAN	29
SCHEDULE "C" --	TOWNSHIP OF WELLINGTON NORTH MUNICIPAL SERVICING STANDARDS AND THE WELLINGTON NORTH POWER INC. STANDARDS AND SPECIFICATIONS (CURRENT)	30
SCHEDULE "D" --	WORKS TO BE CONSTRUCTED	31
SCHEDULE "E" --	ITEMIZED ESTIMATE OF COSTS OF CONSTRUCTION OF EACH PART OF THE WORKS	33
SCHEDULE "F" --	LIST OF LOTS UNSUITABLE FOR BUILDING PURPOSES	34
SCHEDULE "G" --	OWNER'S FINAL GRADING CERTIFICATE	35
SCHEDULE "H" --	LIST OF LANDS FOR MUNICIPAL PURPOSES AND EASEMENTS TO BE GRANTED TO THE TOWNSHIP	36
SCHEDULE "I" --	NO OCCUPANCY AGREEMENT	37
SCHEDULE "J" --	APPLICATION FOR REDUCTION OF SECURITY	38
SCHEDULE "K" --	FORM OF PARTIAL RELEASE	39
SCHEDULE "L" --	CONDITIONS OF DRAFT APPROVAL	40
SCHEDULE "M" --	SPECIAL PROVISIONS AND EXCEPTIONS (SECTION 10)	41

TOWNSHIP OF WELLINGTON NORTH

SUBDIVISION AGREEMENT

THIS AGREEMENT made on the _____ day of _____, 2010.

BETWEEN:

REEVES CONSTRUCTION LIMITED

Hereinafter called "the Developer" of the FIRST PART,

- and -

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

Hereinafter called "the Township" of the SECOND PART

- and -

WELLINGTON NORTH POWER INC.

Hereinafter called "Power" of the THIRD PART.

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

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

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

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

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

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of other good and valuable consideration and the sum of ONE DOLLAR (\$1.00) of lawful money of Canada, now paid by each of the parties hereto to each of the other parties hereto, (the receipt whereof is hereby acknowledged), the parties hereto hereby covenant, promise and agree with each other as follows:

SECTION 1 – ORDER OF PROCEDURE

- 1.1 Upon application to the Township for the preparation of an Agreement the Developer shall:
- 1.1.1 Pay to the Township the fee required by the Township's Tariff of Fees By-law.
 - 1.1.2 Pay to the Township the sum of ten thousand dollars (\$10,000.00) as a deposit in respect of the Township's engineering, planning and legal costs referred to in Section 3.2.1 herein.
 - 1.1.3 Submit a General Plan outlining the services to be installed.
- 1.2 Prior to Registering the Agreement the Developer shall:
- 1.2.1 Deposit with the Township Securities and Insurance as outlined in this Agreement.
 - 1.2.2 Pay in full any outstanding taxes or drainage, local improvement charges and charges under the Municipal Act including outstanding sewer rates and/or water rates.
 - 1.2.3 Mutually agree with the Township on the parcel of land to be deeded to the Township for parkland or the amount of cash to be given to the Township in lieu of parkland.
 - 1.2.4 Pay the amount in lieu of parkland to the Township or deposit the Transfers/Deeds of Land for the parkland with the Township.
 - 1.2.5 Deposit with the Township Solicitor eight (8) copies of this Agreement executed by the Developer, to be executed by the Township and retained by the Township Solicitor for registration as hereinafter provided.
 - 1.2.6 Deliver if requested by the Township Solicitor written authorization to register this Agreement or Notice of this Agreement both before and after registration of the Plan, whereupon the Township Solicitor shall register this Agreement or notice of it.
- 1.3 Prior to starting construction on the Services in the Subdivision the Developer shall:
- 1.3.1 Have obtained the consent of the Council of the Township, or have obtained Final Approval of the Plan from the County and have obtained Registration of the Plan.
 - 1.3.2 Have submitted and obtained the written approval of the Township Engineer for the following to be done in accordance with the current Municipal Servicing Standards of the Township:

- 1.3.2.1 The Drainage Plan
- 1.3.2.2 The Lot Grading Plan
- 1.3.2.3 The Service Layout Plan for Hydro, Telephone, Gas etc.
- 1.3.2.4 Final approved drawings for all Works required in Schedule "D" to this Agreement.
- 1.3.3 Submit to the Township the Ministry of the Environment's Certificate of Approval for the Water Supply and Distribution System, the Sewage Collection System, and the Storm Sewer System and Storm Water Management Works.
- 1.3.4 Provide written confirmation of having obtained any necessary approval for drainage etc. of all applicable authorities.
- 1.4 Prior to the sale of any lot and/or prior to the making of application for building permits the Developer shall:
- 1.4.1 Have complied with all requirements of Section 8.9 of this Agreement, and in the case of Lots 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18 have made and implemented arrangements satisfactory to the Township and to the Saugeen Valley Conservation Authority for an outlet for drainage waters from the said Lots or parts of them flowing southeasterly through natural environment lands to the Saugeen River.
- 1.5 Prior to any person occupying any building within the Subdivision the Developer shall:
- 1.5.1 Have complied with all the requirements of Section 8.10 of this Agreement.

SECTION 2 – LIST OF ATTACHED SCHEDULES

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

- 2.1 Schedule "A" - Description of Lands being Subdivided.
- 2.2 Schedule "B" - Identification of Draft Plan.
- 2.3 Schedule "C" - Township of Wellington North Municipal Servicing Standards and the Wellington North Power Inc. Standards and Specifications (Current)
- 2.4 Schedule "D" - Works to be Constructed.
- 2.5 Schedule "E" - Itemized Estimate of Cost of Construction of Each Part of the Works.
- 2.6 Schedule "F" - List of Lots Unsuitable for Building Purposes.
- 2.7 Schedule "G" - Owner's Final Grading Certificate.
- 2.8 Schedule "H" - List of Lands for Municipal Purposes and Easements to be Granted to the Township.
- 2.9 Schedule "I" - No Occupancy Agreement.
- 2.10 Schedule "J" - Application for Reduction of Security.

- 2.11 Schedule "K" - Form of Partial Release.
- 2.12 Schedule "L" - Conditions of Draft Approval.
- 2.13 Schedule "M" - Special Provisions and Exceptions (Section 10).

SECTION 3 – INSTALLATION OF SERVICES

3.1 General Obligations

The Developer shall comply with all requirements of this Agreement, including the requirements and/or conditions set out or identified in the Schedules which are attached to and form part of this Agreement, to the satisfaction of the Township, and with respect to the Conditions of Draft Approval described in Schedule "L" to the satisfaction of the Saugeen Valley Conservation Authority, Upper Grand District School Board and the Wellington Catholic District School Board. The Developer shall design, construct and install, at its own expense, and in a good and workmanlike manner in accordance with standards of the Township as set out in Schedule "C", the Works as in Schedule "D" to the satisfaction of the Township.

3.2 Township's Engineering, Planning and Legal Costs

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

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

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

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

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

3.3 Developer's Engineer

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

3.3.1 To prepare designs.

3.3.2 To prepare and furnish all required drawings.

3.3.3 To prepare the necessary contract(s).

3.3.4 To obtain the necessary approvals in conjunction with the Township and the Ministry of the Environment, and other authorities as required.

3.3.5 To provide the field layout, the contract administration and the full time supervision of construction.

3.3.6 To maintain all records of construction and upon completion, to advise the Township Engineer of all construction changes and to prepare final "as constructed" drawings. Mylars of the "as constructed" drawings shall be submitted to the Township prior to the issuance of the Certificate of Final Acceptance.

3.3.7 To act as the representative of the Developer in all matters pertaining to the construction.

3.3.8 To provide co-ordination and scheduling to comply with the timing provisions of this Agreement and the requirements of the Township Engineer, for all works specified in this Agreement.

3.3.9 To provide certification that the installation of services was in conformance to said plans and specifications, such certification to be in a form acceptable to the Township Solicitor and the Township Engineer.

3.4 Works to be Installed

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

3.5 Approval of Plans

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

3.6

Notification of Commencement

The Developer shall not commence the construction of any of the Works without the prior consent of the Township or until the Plan has been registered and the Developer has provided ninety-six (96) hours written notice to the Township Engineer of its intent to commence work. Should for any reason, there be a cessation or interruption of construction, the Developer shall provide ninety-six (96) hours written notification to the Township Engineer before work is resumed.

3.7

Progress of Works

The Developer shall install all Works in a timely manner, in accordance with the requirements of Schedule "C" and this Agreement. If he fails to do so, or, having commenced to install the aforesaid Works, fails or neglects to proceed with reasonable speed, or in the event that the aforesaid Works are not being installed in the manner required by the Township, then upon the Township given seven (7) days written notice by prepaid registered mail to the Developer, the Township may, without further notice enter upon the said lands and proceed to supply all materials and to do the necessary works in connection with the installation of the said Works, including the repair or reconstruction of faulty work and the replacement of materials not in accordance with the specifications, and to charge the cost thereof together with an engineering fee of ten percent (10%) of the cost of such materials and works to the Developer who shall forthwith pay the same upon demand. If the Developer fails to pay the Township within thirty (30) days of date on the bill, the money owing may be deducted from the cash deposit, letters of credit, or other securities. It is understood in the event that the Township must enter upon said Lands and have Works completed or repaired due to situations as outlined above any or all original mylars and specifications prepared by the Developer's Engineer must be turned over to the Township Engineer for his use should he require same. It is understood and agreed between the parties hereto that such entry upon the Lands shall be as agent for the Developer and shall not be deemed for any purpose whatsoever, as an acceptance or assumption of the said Works by the Township. The Township, in addition to all other remedies may refuse to issue building permits until such Works are completely installed in accordance with the requirements of the Township.

3.8

Scheduling of Works

Prior to the start of construction and prior to the submission of applications for the issuance of building permits, the Developer shall supply for the approval of the Township Engineer a Schedule of Works setting out the order in which he considers the various sections of the Works within the Plan will be built. The Township Engineer may amend this schedule and the Developer must construct, install or perform the work as the Township Engineer from time to time may direct.

3.9 Contractor

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

3.10 Utility Costs and Charges

The Developer shall deal directly with Power and all other utility companies. He or his Consulting Engineer, shall obtain all approvals and permits and pay all fees and charges directly to the utility.

3.11 Access Roads

All access roads must be maintained by the Developer in good repair acceptable to the Township Engineer during the time of construction. This shall include the removal of mud tracked from the Subdivision as well as dust control. No roadway outside the limits of the proposed Subdivision may be closed without the written consent of the Township Engineer. For the purpose of getting such consent, the Developer shall advise the Township Clerk of the date and time it wishes to close a roadway. The Township reserves the right to limit or prohibit the use of any existing access road by the Developer.

3.12 Movement of Fill

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

3.13 Damage to Existing Plant

The Developer shall repair any damages caused to any existing road, road allowance or existing structure or plant located on the road allowance as a result of the Subdivision development and shall pay for any costs involved in relocation of existing service such as hydrants, telephone poles, hydro poles, pad mount transformers cubicles and pedestals, etc., which may be necessary because of the development of a Subdivision.

3.14 Signs

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

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

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

3.15 Testing

The Township Engineer may have any qualitative or quantitative tests made of any materials which have been or are proposed to be used in the construction of any of the Works required by this Agreement, or may require television camera or soil tests to be carried out, and the cost of such tests shall be paid by the Developer within ten (10) days of the account being rendered by the Township. Nothing herein shall relieve the Developer of its responsibility to carry out any tests required by good engineering practice.

3.16 Erosion and Silting Control

The Developer must take all necessary precautions to prevent erosion and sedimentation of sewers, ditches, culverts, slopes, etc. both within the Development and downstream during construction and completion of servicing of the Subdivision. Failing adequate precautions being taken the Developer will be responsible for correcting any damages and paying all maintenance costs resulting therefrom.

3.17 Emergency Access

The Developer shall at all times during construction and development of the Works maintain emergency access to the land to the satisfaction of the Township Engineer.

3.18 Construction Refuse and Weeds

The Developer, and each subsequent Owner of Lots or Blocks within the Plan, shall regularly dispose of all construction refuse, debris or weeds whether it be from site servicing or house building or any other source related to the development of the site, in an orderly and sanitary fashion. If the Developer or subsequent Owner of the Lots or Blocks within the Plan fails to remove and dispose of construction refuse, debris or weeds to the satisfaction of the Township By-law Officer, the Township may give written notice to the Developer or lot Owner. If the Developer or each subsequent Owner of Lots or Blocks within the Plan fails to dispose of the refuse, debris or weeds within forty-eight (48) hours after receiving a written request from the Township to do so, the Township may, without further notice, undertake such removal and disposition and the cost thereof shall be paid by the Developer or each subsequent Owner of the Lots or

Blocks within the Plan forthwith upon demand, which costs shall include all expenses incurred by the Township in carrying out such removal and disposition. The burning of construction refuse, debris or weeds whether it be from site servicing or house building or any other source related to the development of the site on any lands within the Plan is prohibited.

3.19 Dust Control

Until the Final Acceptance of all services to be constructed under this Agreement, the Developer shall use such reasonable method to prevent any dust problem to traffic or home occupants as the Township shall deem necessary and for this purpose the Township Manager of Public Works shall notify the Developer in writing from time to time of the requirements of the Township.

3.20 Street Name

The Developer shall name the street within the Lands forming part of the Plan with a name approved by the Township.

3.21 Municipal Street Numbers

3.21.1 All Lot, Block or building numbers for use within the Plan shall be allocated by the Township Clerk. To obtain such allocation the Developer shall furnish the Township Clerk with a copy of the Plan as registered upon which the Township Clerk will designate the proper numbers for each Lot, Block or building.

3.21.2 The Developer shall display by means of a sign at least 1' x 1' to be erected on each Lot or Block within the Plan, the Lot or Block number as shown on the Plan and the street number and Lot or Block number for each Lot or Block prior to the issuance of a Building Permit for that Lot or Block which sign shall remain until such time as the building on such Lot or Block is occupied in accordance with the provisions of this Agreement.

3.21.3 Each Owner shall cause the number so provided to be placed and maintained in a conspicuous position in the front of the property upon occupancy.

SECTION 4 – ACCEPTANCE OF WORKS

4.1 Stages of Construction and Services

The Township will grant Preliminary or Final Acceptance of servicing based upon four (4) stages of construction; and when the development is phased, within the whole of each phase as approved by the Township. Stages of construction are as follows:

- Stage 1 – consists of all underground Works including storm sewers, sanitary sewers, watermains, and including all water, storm and sanitary sewer service connections to the limit of the street allowance for each

proposed building lot, plus any required Storm Water Management Works.

- Stage 2 – services shall include all road Works up to and including granular road base, curbs and gutters, base asphalt, grading of boulevard areas, installation of street and traffic signs, and all conduits and pipes for electricity or other utilities such as gas, telephone and cable tv.
- Stage 3 – services involved in the completion of the electrical distribution system, service connections to the edge of the street allowance for each proposed utility and street lighting.
- Stage 4 – services include the final coat of asphalt, sidewalks, topsoil, sodding, trees, driveway ramps, fencing and all other requirements of this Agreement.

4.2 Inspection and Preliminary Acceptance of Works

When all of the services in any stage of servicing as identified above have been completed and the Township Engineer and Power have been given written certification by the Developer's Engineer that such services have been constructed in each stage in accordance with the approved plans and specifications in this Agreement and upon satisfactory inspection by the Township Engineer, the Township Engineer will recommend that the Township grant a Certificate of Preliminary Acceptance. This Certificate may include a list of minor deficiencies which the Developer must repair. The services shall then be subject to a guaranteed maintenance period as described in Section 5.1.

4.3 Final Acceptance of the Works

On receipt of a written request from the Developer for final inspection and final acceptance following completion of the guaranteed maintenance period outlined in Section 5.1, the Township Engineer will complete an inspection and if there are no deficiencies, will recommend to the Township that the Certificate of Final Acceptance be issued. This Certificate will be issued provided that the Developer has paid all accounts to the Township and Power and the Township and Power are:

- satisfied the applicable services have been completely installed,
- satisfied all repairs or maintenance work on the applicable services have been completed,

and the Township and Power have:

- approved the formal certification of final completion from the Developer's Engineer certifying that all Works and services have been installed,
- received as-built drawings as detailed elsewhere in this Agreement.

4.4 Acceptance During Winter Months

The Township will not be required to provide Certificates of Preliminary or Final Acceptance during the winter months or any other time of year when inspection of the Works and services is impractical due to snow cover or other adverse conditions.

4.5 Use of Works by Township

The Developer agrees that:

- a) The Works may be used prior to acceptance by the Township, or other authorized persons for the purposes for which such Works were designed.
- b) Such use shall not be deemed an acceptance of the Works by the Township.
- c) Such use shall not in any way relieve the Developer of his obligations in respect of the construction and maintenance of the Works so used.

4.6 Replacement of Survey Bars

Prior to the Final Acceptance of the Subdivision by the Township, the Developer shall deliver to the Township Clerk a statement from an Ontario Land Surveyor approved by the Township that after the completion of the Subdivision work, he has found or replaced all survey monuments and iron bars as shown on the registered plan where the lot corners and boundaries are on a public street or a road allowance or have a common boundary with any other lands owned by the Township prior to the registration of the plan or conveyed or to be conveyed to the Township pursuant to the terms of this Agreement.

4.7 Ownership of Services

Upon the issuance to the Developer of the Certificate of Final Acceptance, the ownership of the Works described shall vest in the Township or Power and the Developer shall have no claim or rights thereto except those occurring as an owner of the lands abutting the streets where such services are installed.

SECTION 5 – MAINTENANCE OF WORKS

5.1 Maintenance of Works

The Developer will be responsible for the repair and maintenance of all Subdivision services and Works including hydro costs for street lights, until a Certificate of Final Acceptance is issued by the Township. This maintenance period shall extend for two (2) years from the date of the Certificate of Preliminary Acceptance for each stage of the Works. If during this period, the Developer fails to carry out maintenance work within seventy-two (72) hours after receipt of the request from the Township, then the Township Engineer or Manager of Public Works may without further notice undertake such maintenance work and the total costs of such work including engineering fees shall be borne by

the Developer. If the Developer fails to pay the Township within thirty (30) days of the date of billing then the money owing may be deducted from the deposited securities. Towards the end of the maintenance period, the Developer shall make written request to the Township for a final inspection to be made in respect to the issuance of the Certificate of Final Acceptance.

5.2 Road Maintenance

5.2.1 The Developer will be responsible for the maintenance of the roads until final acceptance.

5.2.2 Summer maintenance shall include grading, dust control and general clean-up of the site.

5.2.3 The Developer shall be responsible for all winter road maintenance within the Subdivision. In the event that proper vehicular access or snow removal is not provided by the Developer, the Township, through its servants, contractors or agents may provide access and remove snow without notice to the Developer. Such removal of snow shall be only carried out at times deemed to be an emergency by the Township's Roads Department. All costs of such work shall be paid by the Developer within thirty (30) days of date of billing or otherwise may be deducted from the deposited securities. The Developer further agrees that any work done by the Township pursuant to this Agreement before the roads are accepted by the Township shall not be deemed in any way, to be an acceptance by the Township of the roads in the said Subdivision upon which such work is done. The Developer acknowledges that the Township in providing access by removing snow may damage or interfere with the works of the Developer and cause damage to such works and the Developer hereby waives all claims against the Township that he might have arising therefrom and covenants that he will make no claim against the Township for such interference or damage. Representation may be made requesting that the Township consider entering into a separate agreement with the Developer to undertake the winter road maintenance within the Subdivision.

5.3 Emergency Repairs

Employees or agents of the Township may enter onto the Lands at any time or from time to time for the purpose of making emergency repairs to any of the Works. Such entry and repairing shall not be deemed an acceptance of any of the Works by the Township or an assumption by the Township of any liability in connection therewith or a release of the Developer from any of his obligations under this Agreement.

SECTION 6 – DRAINAGE AND LANDSCAPE DESIGN

6.1 Drainage

All Lots and the Block within the Plan and all lands abutting the Plan shall be graded to drain in accordance with the Drainage Plan as approved by the Township Engineer. It is understood and agreed by the parties hereto that the drainage of surface waters on the Lots and Blocks in the Plan, are the sole responsibility of the Developer and subsequent purchasers, and the Developer is to provide and maintain adequate drainage of such surface waters. Satisfactory drainage outlets shall be provided. Drainage outlets shall be constructed from the limits of the Subdivision to a sufficient outlet in accordance with the approved engineering drawings.

6.2 Preservation of Trees

The Developer must preserve all healthy trees within the limits of the Subdivision. Except for the actual area of roadway construction and installation of services, no trees whether on the road allowance, or on the parkland, or on the individual lots, shall be removed without the Township's written permission.

6.3 Lots Unsuitable for Building

Not Applicable

6.4 Lot Grading

All Lands shown within the Plan shall be graded in general conformity with the Lot Grading Plan, including fill and excavation as required for the full width and length of the grades and levels, and to the specifications, requirements and satisfaction of the Township Engineer; provided that for residential Lots and Blocks, grading must be brought within zero decimal five (0.5) metres of the final grade and further residential development may complete the grading. All work done by the Developer must be of such a nature as to ensure that the integrity and intent of the overall Lot Grading Plan is functional until the Lands are fully developed.

6.5 Obligation to Complete Grading According to Lot Grading Plan

The Lands shall be graded in general conformity with the grades and elevations shown on the Lot Grading Plan and in compliance with Section 6.6.

6.6 Certified Building Lot Site Plan

Subject to Section 8.9 herein, no building shall be constructed on a Lot or Block within the Plan until:

- 6.6.1 a Building Lot Site Plan bearing the signature and seal of an Ontario Professional Engineer holding a Certificate of Authorization from Professional Engineers

Ontario or who is employed by a partnership or corporation holding such Certificate of Authorization to offer professional engineering services to the public (hereinafter called "Professional Engineer") or a Registered Ontario Land Surveyor who certifies thereon that it generally conforms with the Lot Grading Plan has been filed with the Chief Building Official of the Township:

- 6.6.2 the proposed finished elevation of these lands at each corner of the Lot or Block;
- 6.6.3 the proposed finished elevation of these lands at the front and rear of the building;
- 6.6.4 the proposed finished elevations of the underside of the footings and the proposed finished height of the foundation of the building;
- 6.6.5 the proposed finished elevation of any retaining walls, the proposed elevation of any walk-out onto these lands from the basement of the building, and the proposed elevation of any basement window openings;
- 6.6.6 the proposed finished elevation and slope of any driveway and the proposed location of any swale or rear yard catch basin;
- 6.6.7 any abrupt changes in the proposed finished elevation of these lands; and
- 6.6.8 the Lot and Registered Plan number, the municipal address for the subject Lot or Block and the proposed location of the building thereon in relation to the Lot or Block boundaries.
- 6.6.9 The Developer hereby agrees that the existing property line grades abutting developed land are not to be altered or disturbed, except as approved otherwise by the Township Engineer.
- 6.7 Owner's Final Grading Certificate
- 6.7.1 No newly constructed building shall be occupied or used unless there is filed, prior to occupancy, in the case of substantial completion on or between June 1 and October 31, or,
- 6.7.2 by the following June 1, in the case of substantial completion on or between November 1 and May 31 next,
- 6.7.3 with the Township Chief Building Official an Owner's Final Grading Certificate in the form attached as Schedule "G" bearing the signature and seal of the Township Engineer at the Owner's expense verifying that the actual finished elevation and grading of these lands generally conform with the Lot Grading Plan and the Certified Building Lot Site Plan, and the Township has been reimbursed for the Township Engineer's charges for the said Certificate.
- 6.7.4 If occupancy occurs between November 1 and May 31 next and an Owner's Final Grading Certificate as described in Section 6.7.3 is not filed prior to occupancy with the Township Chief Building Official, then the Owner shall provide the Township Chief Building Official with a written undertaking to file the said Owner's Final Grading Certificate with the Township Chief Building Official by the following June 1.
- 6.7.5 If and when the Owner's Final Grading Certificate is accepted by the Township Chief Building Official that the Lands generally conform with the Lot Grading

Plan and the Certified Building Lot Site Plan, the Damage/Lot Grading Deposit referred to in Section 8.9.8.1 is returnable to the Owner subject to the provisions of Section 6.7.6 and Section 8.9.8.2 of this Agreement.

6.7.6 The Owner agrees that, should drainage rectification become necessary in the absolute discretion of the Township, and the Owner fails to make such rectification when so instructed by the Township, the Township may, at its option, undertake the correction of such drainage and all costs over and above the two thousand five hundred dollar (\$2,500.00) deposit (See Section 8.9.8.1) shall be charged back to the Owner and shall include a management fee of fifteen percent (15%) of the cost of labour and material and shall be a charge against the Lot or Block for which regrading was carried out and shall be payable forthwith. The Owner agrees that neither it nor its successors or assigns will alter the grading or change the elevation or contour of the land except in accordance with drainage plans approved by the Township.

6.8 Obligation to Maintain Grading
After the building Lot or Block is graded in accordance with the Lot Grading Plan and the Certified Building Lot Site Plan, no change shall be made to the actual finished elevation and grading of the building Lot or Block in any way that results in a material alteration of drainage on or across the building Lot or Block or adjacent lands from that shown on the Lot Grading Plan for the adjacent lands or the Owner's Final Grading Certificate for the building Lot or Block. It is agreed and understood that subsection 51 (26) of the Planning Act, R.S.O. 1990, c.P.13 applies and the Township shall enforce this provision against the Developer and all subsequent owners of any Lot or Block, and in addition or alternatively the Township may, in the event that this subsection is contravened, direct that the contravention be remedied by the owner failing which the Township may proceed to remedy the contravention at the owner's expense and it is agreed that the cost thereof may be added to the tax roll and collected in the same manner as taxes.

6.9 Prevention of Surface Water Flow
The Developer and each subsequent owner shall not block, impede, obstruct or prevent the flow of surface water as provided for in the Drainage Plan, the Lot Grading Plan or the Certified Building Lot Site Plan over any Lot or Block by the construction, erection or placement thereon of any damming device, building, structure or other means. It is agreed and understood that subsection 51 (26) of the Planning Act, R.S.O. 1990, c.P.13 applies and the Township shall enforce this provision against the Developer and all subsequent owners of any Lot or Block, and in addition or alternatively the Township may, in the event that this subsection is contravened, direct that the contravention be remedied by the owner failing which the Township may proceed to remedy the contravention at the

owner's expense and it is agreed that the cost thereof may be added to the tax roll and collected in the same manner as taxes.

6.10 Erosion Control

The Developer shall construct silt fences or other facilities as required during construction to control overland flows from this Subdivision to ensure that mud, silt, construction debris, etc. does not adversely affect abutting properties, all to the specifications of the Township Engineer.

6.11 Maintenance of Lot Grading

The facilities and works required by Section 6 shall be provided and maintained by the Developer or subsequent owner of each lot from time to time at such party's sole risk and expense.

SECTION 7 – LANDS TO BE CONVEYED

7.1 Lands for Municipal Purposes

The Developer shall convey in fee simple a good title free from encumbrances to the Township the lands for municipal purposes set out in Schedule "H" of this Agreement. The transfer for the lands is to be approved by the Township's solicitor and thereafter forthwith registered and deposited with the Township Clerk. The cost for preparation and registration of the said transfer shall be paid by the Developer.

7.2 Easements

The Developer shall transfer or cause to be transferred to the Township at its expense the easement referred to in Schedule "H" if required by the Township.

SECTION 8 – ADMINISTRATION

8.1 Voiding Agreement

In the event that the Plan is not registered within one (1) year from the date of the signing of this Agreement, the Township may at its option declare this Agreement to be null and void. All costs incurred shall be deducted from the deposit paid by the Developer to the Township pursuant to this Agreement or any other agreement between the Developer and the Township referred to herein.

8.2 Developer's Expense

Every provision of this Agreement by which the Developer is obligated in any way shall be deemed to include the words "at the expense of the Developer" and "as approved or accepted by the Township", unless specifically stated otherwise.

8.3 Phasing

8.3.1 The Township may instruct the Developer to construct the Works in particular phases suitable to it and the Developer must comply. If the Township does not so instruct the Developer, before commencement of any of the Works the Developer may request the Township's permission to divide the area of the Subdivision into convenient phases.

8.3.2 If the construction of the Works is to be phased, then in lieu of furnishing securities as required in Section 9 of this Agreement for the whole of the Works the Developer may furnish the required securities for that part of the Works to be constructed in each phase(s) subject to compliance with the provisions of Sections 8.3.3 to 8.3.6, both inclusive, of this Agreement.

8.3.3 The Land upon which the Works is to be constructed in a future phase shall be made subject to a specific Holding Zoning ("H") provision by means of a by-law to be passed by the Township under Section 36 (1) of the Planning Act, R.S.O. 1990, c.P.13 at the Developer's expense.

8.3.4 Prior to the commencement of the construction of the Works within the Land made subject to a Holding Zoning ("H") provision under Section 8.3.3 of this Agreement and after the deposit with the Township of the securities as set out elsewhere in this Agreement for such Land along with a written request from the Developer, the Township shall at the Developer's expense pass a by-law under the said Section 36 to remove the Holding Zoning ("H") provision.

8.3.5 Before proceeding with an additional phase the Developer shall obtain the written approval of the Township and no Works shall be permitted to be installed and no building permits issued until this approval has been given in writing by the Township.

8.3.6 Unless Section 8.15 herein has been complied with, commencement of construction within any subsequent phases of this Subdivision, or other subdivisions of the Developer herein within the Township of Wellington North, may not proceed.

8.4 Developer's Liabilities

Until the Township has issued the Certificate of Final Acceptance for the Works, the Developer shall indemnify the Township against all actions, causes of action, suits, claims and demands whatsoever which may arise either directly or indirectly by reason of the Developer undertaking the Plan.

8.5 Insurance

The Developer shall insure against all damages or claims for damage in an insurance company satisfactory to the Township Clerk. Such policy or policies shall be issued in the joint names of the Developer, the Township, Power and the Township Engineer and the form and content shall be subject to the approval of the Township. The minimum limits of such policies shall be \$2,000,000.00 all

inclusive, but the Township shall have the right to set higher amounts. The policy shall be in effect for the period of this Agreement including the period guaranteed maintenance pursuant to Section 5 of this Agreement. The premiums for this policy shall be paid initially for a period of three (3) years. The issuance of such a policy of insurance shall not be construed as relieving the Developer from responsibility for other or larger claims, if any, for which he may be held responsible.

8.6 Legal Notice to Developer

Any notice required to be given hereunder may be given by registered mail addressed to the Developer at his principal place of business and shall be effective as of the date of the deposit thereof in the Post Office.

8.7 Registration

The Developer consents to the registration of this Agreement upon the title to the Land both before and after registration of the Plan at the sole discretion of the Township and at the expense of the Developer.

8.8 Mortgagee Postponement and Subordination

The Developer covenants and agrees, at its own expense, to obtain and register such documentation from its mortgagees or encumbrance holders as may be deemed necessary by the Township to postpone and subordinate their interest in the lands to the interest of the Township to the extent that this Agreement shall take effect and have priority as if it had been executed and registered before the execution and registration of the document or documents giving to the mortgagees and/or encumbrance holders their interest in the lands.

8.9 Requirements for Building Permits

The approval of the Plan by the Township or the acceptance by the Township of the Works shall not be deemed to give any assurance that Township building permits, when applied for will be issued in respect of the Lots or Blocks shown on the Plan. Notwithstanding the foregoing, the Developer agrees that it, or anyone claiming title from it or under its authority, shall not apply for any building permits for Lots or Blocks within the Plan until the requirements hereinafter set out have been carried out to the satisfaction of the Township. It is agreed that a copy of this Section 8.9 shall be delivered by the Developer to each and every purchaser of land within the Plan and to each and every builder obtaining a building permit for any Lot or Block or part of a Lot or Block within the Plan and the Developer shall extract a covenant similar to this covenant from all such purchasers and builders. The Township shall have the right to refuse any such application until:

- 8.9.1 Preliminary Acceptance has been granted for Stage 1 and Stage 2 servicing for that phase of the Subdivision, and the lands and easements in Schedule "H" have been conveyed and granted to the Township.
- 8.9.2 The Developer has provided satisfactory documentation to the Township Engineer that Stage 3 of the Subdivision servicing will be completed within six (6) weeks of the date of the issuance of the building permit.
- 8.9.3 The Developer has provided sufficient documentation to the Township Engineer confirming that the remaining underground services, telephone, cable tv. and gas are being scheduled for installation.
- 8.9.4 Approval of the Township has been obtained for the construction of any buildings to be erected on Lots or Blocks that may be listed in Schedule "F" hereto.
- 8.9.5 The signs denoting "Unassumed Roads" have been installed at the entrances to the Subdivision.
- 8.9.6 All dead trees within the limit of the Plan have been removed.
- 8.9.7 All street identification signs required by this Agreement have been installed and are in place.
- 8.9.8.1 Payment to the Township by cash or letter of credit in the amount of \$2,500.00 the Works Damage/Lot Grading Compliance Deposit (herein "Damage/Lot Grading Deposit") provided for in Schedule "M" of which the sum of \$100.00 is non-refundable.
- 8.9.8.2 The balance of the Damage/Lot Grading Deposit shall be refundable in whole or in part after the building has been constructed and occupied, an Owner's Final Grading Certificate has been filed with and accepted by the Township Chief Building Official and the required service connections have been made and all damages to the Works which form the subject matter of this Agreement resulting from house building and/or landscaping activities on the subject Lot or Block have been repaired to the satisfaction of the Township Chief Building Official and Township Manager of Public Works.
- 8.9.8.3 With respect to lot grading rectification and return of the Damage/Lot Grading Deposit, see also Section 6.7.6 of this Agreement.
- 8.9.8.4 With respect to repair of damage to the Works, in the event that the Owner fails to repair the damage to the Works when so instructed by the Township Chief Building Official or Township Manager of Public Works, the Township may, at its option, undertake the repair of such damage and all costs over and above the \$2,500.00 deposit shall be charged back to the Owner and shall include a management fee of fifteen percent (15%) of the cost of labour and material, shall be a charge against the Lot or Block for which repairs were carried out, and shall be payable forthwith.
- 8.9.8.5 Payment to the Township by cash or letter of credit in the amount of \$2,000.00 the Trees/Driveway Ramp Deposit provided for in Schedule "M" of which the sum of \$100.00 is non-refundable.

- 8.9.8.6 The balance of the Trees/Driveway Ramp Deposit shall be refundable in whole or in part after any required trees have been planted on the public highway and the required driveway entrance ramp leading to the Lot has been completed, and in the event that the Owner fails to provide and complete the trees and the driveway ramp when so instructed by the Township Chief Building Official or Township Manager of Public Works, the Township may, at its option, undertake the provision of the trees and driveway ramp and all costs over and above the \$2,000.00 deposit shall be charged back to the Owner and shall include a management fee of fifteen percent (15%) of the cost of labour and material, shall be a charge against the lot, and shall be payable forthwith.
- 8.9.9 Payment to the Township by cash in the amount of the current applicable Development Charge(s) per Lot or Block in the Plan under the Development Charges By-law of the Township.
- 8.9.10 A Certified Building Lot Site Plan has been filed with the Chief Building Official of the Township pursuant to Section 6.6.
- 8.10 Requirements for Occupancy
Subject to Section 8.11 herein, no building erected on the Lots or Blocks within the Plan shall be occupied until a Certificate of Inspection re: Readiness for Occupancy has been issued by the Township Chief Building Official and the said Certificate shall not be issued until:
- 8.10.1 Preliminary Acceptance has been granted for Stage 3 servicing for the phase of the Subdivision including the Lot or Block.
- 8.10.2 The roadway from the entrance of the Subdivision to and including the Lot or Block of which the building is a part, has received the base course asphalt.
- 8.10.3 The electrical distribution plant including street lights have been installed and approved by Power.
- 8.10.4 The traffic and street signs have been installed and approved by the Township Engineer.
- 8.10.5 A certificate has been given by the Township Chief Building Official that the building location is in compliance with the Zoning By-law of the Township.
- 8.10.6 Subject to Section 6.7.4, Section 6.7 has been complied with (and the Township has been reimbursed for the charges described in Section 6.7.3) and the final grading of the Lot or Block is in conformity with the overall grading plan or such variances therefrom as have been approved by the Township Chief Building Official pursuant to Section 6.7.5.
- 8.10.7 The telephone lines and gas mains have been installed and approved by the Township Engineer.
- 8.10.8 The Developer agrees that the preceding requirements in this Section 8.10 are in addition to and not in substitution of the requirements of the Ontario Building Code Act as amended and regulations thereunder with respect to certificates for occupancy.

8.11 Special Building Permits / Model Homes

Pursuant to Section 8.9 building permits are not obtainable until certain services are installed and approved by the Township Engineer. The Township agrees that if the Developer or a builder wishes to obtain a building permit prior to the installation of services, as set out in Section 8.9, a permit may be issued provided the Developer or builder has otherwise complied with this Section and has executed a No-Occupancy Agreement (Schedule "I") and the Township may require a deposit or Letter of Credit as a guarantee of no-occupancy. The Developer agrees that if occupancy is allowed by the Developer prior to completion of all the requirements as set out in Section 8.10, the deposit is immediately forfeited to the Township and the Township may consider this Agreement broken and immediately call any securities held under this Agreement. The Township may also require that the Developer or builder enter into an agreement with the Township to stipulate and define location and timing conditions for the construction of any model home or homes satisfactory to the Township.

8.12 Right to Enter into an Agreement

8.12.1 The Developer agrees not to call into question directly or indirectly in any proceedings whatsoever in law or in equity or before any administrative tribunal, the right to the Township to enter into this Agreement and to enforce each and every term, covenant and condition herein contained and this Agreement may be pleaded as an estoppel against the Developer in any such proceedings.

8.12.2 The Developer acknowledges that the Township is entering into this Agreement and approving the Plan on the express representation of the Developer that it and its successors and assigns shall observe and perform all the provisions of this Agreement and that the Township is of the opinion that the Plan would not be in the public interest if the Developer, its successors and assigns, the owner or owners from time to time of the land within the Plan were not obligated to observe and perform all the provisions hereof except to the extent the Township may lawfully change them.

8.13 Successors and Assigns

The covenants, agreement, conditions and undertakings herein contained on the part of the Developer shall run with the land and shall be binding upon it and upon its successors and assigns as owners and occupiers of the said lands from time to time.

8.14 Notification of Charges

The Developer shall in every Agreement of Purchase and Sale or Offer to Purchase pertaining to any Lot or Block within the Plan notify each purchaser of all of the payments to be made by the purchaser to the Township pursuant to this

Agreement and all of the provisions of this Agreement which shall continue in force after the completion of the sale.

8.15 Scheduling, Progress and Completion

The Developer shall commence construction of services within eighteen (18) months of the signing of this Agreement or the registration of the Plan whichever is earlier. Within eighteen (18) months of the date of commencement of the servicing of any phase, the Developer shall complete the installation of the Stage 1, Stage 2 and Stage 3 services. Failure to adhere to the above schedule may result in the Township completing the Works in accordance with Section 3.7 of this Agreement. If the development is phased, the date for commencement of construction on the balance of the phases may be delayed for up to five (5) years. Failure to commence construction within the time schedule above may result in the Township declaring this Agreement to be null and void, and the Township may deem the Lands not to be a Plan of Subdivision.

8.16 No Township Liability

8.16.1 This Agreement and the provisions herein do not give the Developer or any person acquiring any interest in the land within the Plan (each hereinafter in this clause called "such person"), any rights against the Township or the Township Engineer with respect to the failure of any such person to perform any obligations under this Agreement or the failure of the Township to force such person to perform any obligations under this Agreement or any negligence of any such person in the performance of the said obligations.

8.16.2 The only duty and responsibility of the Township Engineer arising out of this Agreement is to the Township and this Agreement. Any work or services done or performed by the Township Engineer under this Agreement do not in any way create any liability on the part of the Township Engineer to the Developer or any person acquiring any interest in the land within the Plan.

8.17 Conflict

In the event of any conflict between or among the plans and specifications relating to the construction of the Works, the Township Engineer shall decide which provisions shall prevail.

8.18 Amendment

Without in any way limiting the rights of the Township, the Developer agrees that the Township may, with the consent of the then registered owner of any land within the Plan, amend this Agreement insofar as it specifically affects such land or any part thereof.

8.19 First Registration – Land Titles Act
The Plan shall not be registered before the title of the Developer to the land within the Plan has been registered pursuant to the provisions for First Registration under the Land Titles Act, R.S.O. 1990, c.L.5, and the appropriate evidence thereof has been registered.

8.20 Township Street Entrance Policy
The municipal streets which provide access to the Land within the Plan and that part of the Land within the Plan which will be assumed as municipal streets under this Agreement are hereby exempt from the Township street entrance policy.

SECTION 9 – FINANCIAL PROVISIONS

9.1 Development Charges, Drainage and Local Improvement Charges

9.1.1 Development Charges shall be paid in accordance with the current Development Charges By-law of the Township and this subsection. The Developer acknowledges and confirms that all charges, payments, works to be constructed or installed, studies to be carried out and all other obligations contained in this Agreement or the cost thereof (except where a charge is referred to herein as a “development charge”) are characterized as:

9.1.1.1 Local services installed or provided at the expense of the Developer related to or within the Plan of Subdivision as a condition of approval under Section 51 of the Planning Act;

9.1.1.2 Connections to water and sewer facilities installed at the expense of the Developer;

9.1.1.3 Services denoted on approved drawings or specifically noted in this Agreement for which the Developer is making no claim for credits from the Development Charges By-law,
and are not charges related to development within the meaning of the Development Charges Act, 1997 as amended.

The Developer covenants and agrees:

9.1.1.4 **Early Payment.** If provided for in the current Development Charges By-law pursuant to Section 26 of the Development Charges Act, 1997, as amended, and only if required by the Township, to pay upon execution of this Agreement development charges for what are commonly known as “hard services” related to water supply, waste water, storm water drainage and control, highway and electrical power services.

9.1.1.5 **Regular Payment.** The Developer further covenants and agrees to pay all other Development Charges under the applicable Development Charges By-law of the Township, or under any other Development Charges By-law, if not paid earlier, at the time of Building Permit issuance in an amount to be calculated at the full rate applicable at the time of individual Building Permit issuance.

The Developer hereby releases and forever discharges the Township from any and all claims for credits against Development Charges payable hereunder or payable at the issuance of a Building Permit or permits for construction within the Plan of Subdivision and the Developer hereby waives all such claims for credits except for the credits that may be specified in any schedule forming part of this Agreement. Any such credits so specified in any schedule forming part of this Agreement. Any such credits so specified herein and the calculation thereof shall be deemed to be conclusive and binding on the Developer.

9.1.2 The Developer agrees to pay for all arrears of taxes outstanding against the property herein described before the approval of the said Plan is obtained. The Developer further undertakes and agrees to pay all taxes levied on the said lands on the basis and in accordance with assessment and collector's roll entries until such time as the lands herein being subdivided have been assessed and entered on the Collector's Roll according to the Registered Plan.

9.1.3 Before the Plan is approved the Developer agrees to commute and pay all charges made with respect to the Drainage Act, R.S.O. 1990, c.D.17, and the Municipal Act, 2001, S.O. 2001, c.25 including but not limited to charges or rates outstanding in respect of the Lands under any sewer rate and/or water rate by-law which are assessed against the Lands on the Plan. Before the Plan is approved the Developer agrees to commute and pay the Township's share of any charges made under the said Drainage Act, and the said Municipal Act, 2001 for facilities presently servicing the Lands and assessed against it.

9.2 Securities

Prior to registering this Agreement, the Developer shall deposit with the Township to cover the faithful performance of the contract for the installation of the said services and the payment of all obligations and contingencies arising thereunder the following securities (subject to Sections 8.3.1 and 8.3.2 regarding phasing if applicable):

9.2.1 Cash in the amount of one hundred percent (100%) of the estimated cost of the said Works set out in Schedule "E" and as approved by the Township Engineer or the Township's Chief Administrative Officer, or

9.2.2 A Performance Bond as approved by the Council of the Township in the amount of one hundred percent (100%) of the estimated cost of the Works as set out in Schedule "E".

9.2.3 Prior to depositing the securities, the Developer's Engineer shall submit an estimate of the cost of the Works to the Township Engineer for approval. When the cost estimate has been approved it will be set out in Schedule "E" of this Agreement and will become the basis for the limits of these securities. In the event that the construction of the Works is to be done in phases pursuant to Section 8.3.1, then this subsection and Schedule "E" will apply to the first phase, and with respect to any subsequent phase Sections 8.3.4 and 8.3.5 shall apply and

before commencing construction of any of the Works for any subsequent phase the Developer's Engineer shall submit an estimate of the cost of the Works for such phase to the Township Engineer for approval and when the cost estimate has been approved it will become the basis for the amount of the security required for each phase.

9.2.4 Not Applicable.

9.2.5 Unless the Performance Bond is kept in force satisfactory to the Township no application for a building permit shall be made and the Township shall have the absolute right to prohibit occupancy of homes, whether partially or fully completed, until a satisfactory Performance Bond is in place.

9.3 Reduction of Securities

9.3.1 An application for the reduction of security on deposit with the Township pursuant to Section 9.2 herein may be made no earlier than thirty (30) days after the commencement of construction of the Works and every thirty (30) clear days thereafter.

9.3.2 To obtain a reduction in security the Developer shall file with the Township Engineer a written application in accordance with Schedule "K" attached hereto.

9.3.3 The application shall include written confirmation from the Developer's Engineer:

- describing the Works constructed as at the date of the application and a calculation of the cost thereof,
- confirming that the Works have been installed by the Developer with full time supervision of the Developer's Engineer and in accordance with the requirements of this Agreement and schedules hereto,
- describing the Works remaining to be completed as at the date of the application and a calculation of the estimated cost thereof.

9.3.4 The value of the reduction shall be determined by the Township Engineer who shall give a certificate to the Township Clerk and the Developer confirming the amount of the reduction of the security and the amount of the security remaining on deposit with the Township.

9.3.5 Subject to Sections 9.3.6 and 9.3.7 minimum security requirements, the value of the reduction shall be based upon a retained security requirement equal to the value of the Works remaining to be completed by the Developer plus twenty percent (20%) of the value of the Works completed to the date of the application.

9.3.6 Subject to any outstanding deficiencies or contingencies, and subject to Section 9.3.7, the Township throughout the maintenance period for each of the 4 stages shall hold as security the greater of ten percent (10%) of the estimate of the cost of the Works as set out in Schedule "E" for the applicable stage or thirty thousand dollars (\$30,000.00).

9.3.7 Upon receipt by the Township of a deposit or deposits for any Lot on the Plan as provided for in paragraph 1 on Schedule "M", the Township shall reduce the security or the balance of it by an amount equal to the portion of the deposit or deposits included in the security at the time of the next reduction under Section 9.3.1. With respect to security reductions for a deposit or deposits for any Lot during any of the maintenance periods, the Developer shall be entitled from time to time to a security reduction equal to the deposits accumulated for no less than five(5) Lots provided that at least thirty (30) days have passed since the last reduction and the reduction will not reduce the security for any of the 4 stages for which a Certificate of Final Approval has not been issued below the minimum amount of thirty thousand dollars (\$30,000.00).

9.4 Statutory Declaration of Accounts Paid

The Developer agrees that upon applying for a discharge of securities or for a Certificate of Preliminary Acceptance for the services within the Subdivision, he shall supply the Township with a Statutory Declaration that all accounts for work and materials for said services have been paid except normal guarantee holdbacks and that there are no claims for liens or otherwise in connection with such work done or materials supplied for or on behalf of the Developer in connection with the Subdivision.

9.5 Construction Lien Act, R.S.O. 1990, c.C.30

9.5.1 The Developer agrees that it will hold back in its payments to any contractor who may construct the services, such sums as are provided in accordance with the Construction Lien Act, R.S.O. 1990, c.C.30, and will otherwise indemnify and save harmless the Township against any claims, actions or demands for construction liens or otherwise in connection with the Works and all costs in connection therewith, and on the demands of the Township Solicitor will forthwith take such steps to immediately discharge all liens upon the services.

9.5.2 Notwithstanding anything to the contrary contained in this Agreement, the Developer hereby agrees that the filing of any liens pursuant to the said Construction Lien Act, with respect to the land described in Schedule "A" attached hereto, shall constitute a default by the Developer of the terms of this Agreement and shall entitle the Township to draw on any or all of the security referred to in Section 9.2 of this Agreement and to utilize said draw to make payment into Court of the holdback together with costs.

9.6 Partial Release

9.6.1 Upon receipt of confirmation from the Township Engineer and upon being satisfied that the obligations of the Developer under this Agreement have been performed, with the exception of the lot grading requirements included in Section 6, the Clerk shall execute a partial release of this Agreement, in the form attached

hereto as Schedule "K", and the delivery and registration of such partial release shall constitute a full and final release of the obligations of the Developer under this Agreement, with the exception of lot grading requirements included in Section 6, with respect to the lot or lots named therein.

9.6.2 Notwithstanding the foregoing, the Clerk shall not be required to execute a partial release until the various services have been completed in accordance with the terms of this Agreement and the plans and specifications provided for herein.

SECTION 10 – SPECIAL PROVISIONS AND EXCEPTIONS

10.1 The Developer, the Township and Power agree that the provisions set forth in the attached Schedule "M" form an integral part of this Agreement, and further that variations and exceptions from the standard provisions of this Agreement, if any, are set out in Schedule "M".

SECTION 11 – SIGNATURES

THIS AGREEMENT shall be binding upon and enture to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

SIGNED, SEALED AND DELIVERED this day of , 2010.

REEVES CONSTRUCTION LIMITED

Title:
I/We have authority to bind the Corporation.

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

Mayor

Clerk
We have authority to bind the Corporation.

WELLINGTON NORTH POWER INC.

Title:

Title:
We have authority to bind the Corporation.

Developer's Address:
Developer's Telephone:
Developer's Facsimile:

SCHEDULE "A" OF THE SUBDIVISION AGREEMENT

NOTE: It is understood and agreed that this Schedule forms part of the Township of Wellington North Subdivision Agreement.

DESCRIPTION OF LANDS BEING SUBDIVIDED

In the Township of Wellington North (formerly Town of Mount Forest), being Park Lot 4 on the South side of Albert Street according to the Plan for the Town of Mount Forest and shown as Part 1 on deposited Plan 61R10147, in the County of Wellington and Province of Ontario having Property Identifier Number 71059-0158 (LT).

Property Identifier Number (PIN):

DRAFT #2

SCHEDULE "B" OF THE SUBDIVISION AGREEMENT

NOTE: It is understood and agreed that this Schedule forms part of the Township of Wellington North Subdivision Agreement.

IDENTIFICATION OF DRAFT PLAN

Draft Plan of Subdivision Part 1 of Park Lot 4, South of Albert Street (geographic Town of Mount Forest), Township of Wellington North, County of Wellington being Genivar Drawing No. OS-54-666-DP-1 with the surveyor's certificate of Alex R. Wilson, O.L.S. Mount Forest, Ontario signed February 11, 2010 and containing the endorsement approval of Gary Cousins R.P.P., M.C.I.P., Director of Planning and Development County of Wellington dated May 28, 2010 providing for 37 single family lots, a road allowance and one open space Block (SWM Pond).

DRAFT #2

SCHEDULE "C" OF THE SUBDIVISION AGREEMENT

NOTE: It is understood and agreed that this Schedule forms part of the Township of Wellington North Subdivision Agreement.

Township of Wellington North Municipal Servicing Standards

All Works within the Plan shall be installed by the Developer as provided in the Agreement, including Schedules, to which this Schedule is attached and in compliance with the current municipal Servicing Standards of the Township of Wellington North.

Wellington North Power Inc. Standards and Specifications

The electrical distribution system for the Plan shall be installed by the Developer as provided in the Agreement, including schedules, to which this Schedule is attached and in compliance with the Standards and Specifications of Wellington North Power Inc.

DRAFT #2

SCHEDULE "D" OF THE SUBDIVISION AGREEMENT

NOTE: It is understood and agreed that this Schedule forms part of the Township of Wellington North Subdivision Agreement.

WORKS TO BE CONSTRUCTED

The following list is a summary of the Works required in general terms only:

Subdivision services including internal roads, storm sewers, storm water facilities, grading, top soiling, seeding, sodding, landscaping and any other construction works necessary to provide the requisite subdivision services and compliance with the Township's Municipal Servicing Standards, and where applicable the Wellington North Power Inc. Standards and Specifications.

All of the above noted Works are to be installed, constructed or provided as shown on or in accordance with the provisions, conditions and standards set out in this Agreement and the following documents and drawings approved by the Township's engineer and where applicable the Saugeen Valley Conservation Authority and the Wellington North Power Inc. Standards and Specifications:

1. Stormwater Management Report Albert Street Estates Mount Forest, Ontario Project # OS-54-666-11-HA with final revised date October 25, 2010 prepared by Genivar Consultants LP for Reeves Construction Limited and containing: **SECTIONS 1.0 INTRODUCTIONS - 2.0 HYDROLOGY - 3.0 DESIGN FLOWS - 4.0 EROSION AND SEDIMENT CONTROL - 5.0 POST DEVELOPMENT QUALITY CONTROL - 6.0 CONCLUSIONS AND RECOMMENDATIONS; FIGURE # 1 MAP ILLUSTRATING SITE LOCATION; APPENDIX 'A' MIDUSS MODELLING; APPENDIX 'B' CDS DATA; APPENDIX 'C' 1 IN 100 YEAR (RATIONAL METHOD) MAJOR FLOW HYDRAULICS and DRAWINGS (LOT GRADING PLAN, EROSION CONTROL, PREDEVELOPMENT DRAINAGE AREAS POST-MIDUSS, POST-RATIONAL AND MAJOR FLOWS).**
2. "Reeves Construction Limited Albert Street Estates (September 2010) Engineering Drawings prepared by Genivar, 945 Third Ave. E, Suite 212, Owen Sound, Ontario including the following drawings:
 - (i) Sheet No. 1 – Cover Page with Key Plan and Site Plan;
 - (ii) Sheet No. 2 – General Plan Albert Street Estates Township of Wellington North Drawing No. 54666-2 with last revision date September 29, 2010 and signed under the seal of J. T. Graham Licensed Professional Engineer on the 30th day of September, 2010;
 - (iii) Sheet No. 3 – Plan & Profile Street 'A' Albert Street Estates Township of Wellington North Drawing No. 54666-3 with last revision date September 29, 2010 and signed under the seal of J. T. Graham Licensed Professional Engineer on the 30th day of September, 2010;

- (iv) Sheet No. 4 – Plan & Profile Street ‘B’ Albert Street Estates Township of Wellington North Drawing No. 54666-4 with last revision date September 29, 2010 and signed under the seal of J. T. Graham Licensed Professional Engineer on the 30th day of September, 2010;
- (v) Sheet No. 5 – Plan & Profile Albert Street Albert Street Estates Township of Wellington North Drawing No. 54666-5 with last revision date September 29, 2010 and signed under the seal of J. T. Graham Licensed Professional Engineer on the 30th day of September, 2010;
- (vi) Sheet No. 6 – Lot Grading Plan Albert Street Estates Township of Wellington North Drawing No. 54666-6 with last revision date September 29, 2010 and signed under the seal of J. T. Graham Licensed Professional Engineer on the 30th day of September, 2010;
- (vii) Sheet No. 7 – Erosion Control and Stormwater Management Details Albert Street Estates Township of Wellington North Drawing No. 54666-7 with last revision date September 29, 2010 and signed under the seal of J. T. Graham Licensed Professional Engineer on the 30th day of September, 2010; and
- (viii) Sheet No. 8 – Hydro and Utilities Plan Albert Street Estates Township of Wellington North Drawing No. 54666-8 with last revision date September 29, 2010 and signed under the seal of M. N. Badana Licensed Professional Engineer on the 30th day of September, 2010.
- (ix) Drawing No. 54666-9 Phasing Plan Albert Street Estates Township of Wellington North dated November 2010

SCHEDULE "E" OF THE SUBDIVISION AGREEMENT

NOTE: It is understood and agreed that this Schedule forms part of the Township of Wellington North Subdivision Agreement.

**ITEMIZED ESTIMATE OF COSTS OF CONSTRUCTION
OF EACH PART OF THE WORKS**

PHASE 1 - The 2-page Albert Street Estates Securities Estimate, Lots 1 – 11 and 31 – 37, Project No. 04049 approved by B. M. Ross and Associates Limited on file at the Township's Municipal offices and providing for estimated costs totalling \$342,010.20 under headings for ROAD ITEMS, SANITARY, WATER, STORM, OTHER AND ELECTRICAL, plus Contingency \$17,100.51, Engineering \$25,137.75 and HST \$49,952.30 for a grand total of **\$434,200.76**.

PHASE 2 – The 2-page Albert Street Estates Securities Estimate, Lots 12 – 23 and 24 – 30, Project No. 04049 approved by B. M. Ross and Associates Limited on file at the Township's Municipal offices and providing for estimated costs totalling \$255,972.20; plus Contingency \$12,798.61, Engineering \$18,813.96 and HST \$37,386.02 for a grand total of **\$324,970.79** (Note – total does not include Albert Street upgrades to be added).

DRAFT

SCHEDULE "F" OF THE SUBDIVISION AGREEMENT

NOTE: It is understood and agreed that this Schedule forms part of the Township of Wellington North Subdivision Agreement.

LIST OF LOTS UNSUITABLE FOR BUILDING PURPOSES – SECTION 6.3

NOT APPLICABLE

DRAFT #2

SCHEDULE "G" OF THE SUBDIVISION AGREEMENT

NOTE: It is understood and agreed that this Schedule forms part of the Township of Wellington North Subdivision Agreement.

OWNER'S FINAL GRADING CERTIFICATE

The undersigned hereby certifies to The Corporation of the Township of Wellington North (the "Township") that the foundations of the buildings and structures and any openings in any such foundation walls constructed on the following property:

STREET NO.	STREET
MUNICIPALITY	
LOT/BLOCK	REGISTERED PLAN NO.

have been constructed, at or above the elevations illustrated on the overall Certified Building Lot Site Plan (as approved by or on behalf of the Township) referred to in the Subdivision Agreement registered against the title to the above property as shown on the as-built grading survey attached.

The undersigned further certifies to the Township that:

1. The final grading of the above referred to property has been completed in substantial compliance with the Certified Building Lot Site Plan referred to in the Subdivision Agreement.
2. The grade elevation of all lot boundaries and corners including the front lot corners of the property are in substantial compliance with the Certified Building Lot Site Plan.
3. The above lot has been graded to provide positive drainage in front, rear and sideyard and that there is no area of the property which is subject to ponding of water.

This certificate is given and delivered to the Township in full knowledge that the Township relies on this certification in providing a release of the applicable Subdivision Agreement affecting this property.

DATED at _____, Ontario this _____ day of _____, 201 .

Signature of Professional Engineer

Name and address of Professional Engineer

NOTE: Copies of this Owner's Final Grading Certificate are available at the Township's Building Department.

SCHEDULE "H" OF THE SUBDIVISION AGREEMENT

NOTE: It is understood and agreed that this Schedule forms part of the Township of Wellington North Subdivision Agreement.

LANDS FOR MUNICIPAL PURPOSES TO BE CONVEYED TO THE TOWNSHIP

Block 38 on the Plan (Stormwater Management).

LIST OF EASEMENTS TO BE GRANTED TO THE TOWNSHIP

NOT APPLICABLE EXCEPT for any off site easement required by the Township in order for the Developer to comply with the drainage outlet required under Section 1.4.1 of the Subdivision Agreement.

DRAFT #2

SCHEDULE "I" OF THE SUBDIVISION AGREEMENT

NOTE: It is understood and agreed that this Schedule forms part of the Township of Wellington North Subdivision Agreement.

NO OCCUPANCY AGREEMENT (Special Building Permit/Model Homes Section 8.11)

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of other good and valuable consideration and the sum of one dollar (\$1.00) of lawful money of Canada, the parties hereto mutually covenant and agree as follows:

1. In consideration of The Corporation of the Township of Wellington North issuing a building permit to the owner for _____, the Owner covenants and agrees that it will not apply for an occupancy permit until the following services have been installed to the satisfaction of the Township: _____

2. The Township hereby acknowledges that it has a cash deposit from the Developer in the sum of \$ _____ who will use its best efforts to ensure that the above referred to services are completed by _____.

THIS AGREEMENT shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

SIGNED, SEALED AND DELIVERED

This _____ day of _____, 201 .

DEVELOPER (NAME OF DEVELOPER)

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

Mayor

Clerk

We have authority to bind the Corporation

SCHEDULE "J" OF THE SUBDIVISION AGREEMENT

NOTE: It is understood and agreed that this Schedule forms part of the Township of Wellington North Subdivision Agreement.

APPLICATION FOR REDUCTION OF SECURITY

(Section 9.3)

TO: *(Name of Township Engineer)*, Engineer, Township of Wellington North
DEVELOPER: *(Name of Developer)*
AGREEMENT: *(Date of Subdivision Agreement)*
PROPERTY: *(Legal Description of Property)*
APPLICATION NO.: *(Specify number of application)*

The undersigned, *(Name of Developer's Engineer)* being the Developer's Engineer, hereby confirms that the Works constructed as at the date of this Application have been installed by the Developer under the full time supervision of the Developer's Engineer and in accordance with the requirements of the Subdivision Agreement between the Developer and the Township.

The Works installed to the date hereof and the calculation of the cost thereof are detailed in the schedule attached hereto.

Further, the undersigned Developer's Engineer hereby confirms that the Works remaining to be constructed as at the date of this Application and the calculation of the estimated cost thereof are also detailed in the schedule attached hereto.

This Application is given and delivered to the Township Engineer with full knowledge that the Township Engineer and the Township will rely upon the information contained herein in granting a reduction of the security held by the Township pursuant to Section 9.2 of the said Subdivision Agreement affecting the above property.

DATED at _____, Ontario this _____ day of _____, 201_____

(Signature of Developer's Engineer)

(Name of Developer's Engineer)

SCHEDULE "K" OF THE SUBDIVISION AGREEMENT

NOTE: It is agreed and understood that this Schedule forms part of the Township of Wellington North Subdivision Agreement.

FORM OF PARTIAL RELEASE:

PARTIAL RELEASE

IN FAVOUR OF

Herein called the "Owner"

WHEREAS the Owner entered into certain obligations in favour of The Corporation of the Township of Wellington North under an Agreement registered against the lands hereinafter described as Instrument No. _____.

AND WHEREAS the Owner has satisfied and fulfilled all of those obligations.

NOW THEREFORE The Corporation of the Township of Wellington North releases the Owner from the obligations contained in the said Agreement, with the exception of the lot grading provisions in Section 6.11 and certifies that all other provisions of the Agreement are no longer binding with respect to the said lands. The lands released hereby, subject to Section 6.11, are:

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Township of Wellington North (_____), County of Wellington and being composed of Lot _____, Registered Plan _____.

DATED this _____ day of _____, 201_____.

Clerk

DRAFT #2

SCHEDULE "L" OF THE SUBDIVISION AGREEMENT

NOTE: It is agreed and understood that this Schedule forms part of the Township of Wellington North Subdivision Agreement.

CONDITIONS OF DRAFT APPROVAL

The Conditions of Draft Approval for File No. 23T-10001 as set out in the Decision dated the 28th day of May, 2010 signed by Gary Cousins, R.P.P., M.C.I.P. Director of Planning and Development for the County of Wellington are 28 in number and a copy of the said Decision is on file at the offices of The Corporation of the Township of Wellington North, 7490 Sideroad 7 West, P.O. Box 125, Kenilworth, Ontario N0G 2E0.

DRAFT #2

SCHEDULE "M" OF THE SUBDIVISION AGREEMENT

NOTE: It is understood and agreed that this Schedule forms part of the Township of Wellington North Subdivision Agreement.

REEVES CONSTRUCTION LIMITED RESIDENTIAL SUBDIVISION PARK LOT 4 SOUTH OF ALBERT STREET (FORMER TOWN OF MOUNT FOREST) IN THE TOWNSHIP OF WELLINGTON NORTH

SPECIAL PROVISIONS AND EXCEPTIONS (SECTION 10)

In the event that there is any conflict between the provisions of this Schedule and the main agreement of which it forms a part or any other schedule thereto, the most onerous requirement of the Developer for the protection and enhancement of the public interest shall prevail unless the provision herein is expressly identified as an exception.

The following special provisions apply to this Agreement:

1. Building Deposit Requirements (See also Section 8.9). The Developer or lot Owner or their authorized contractor or agent shall at the time of applying for a building permit for each lot on the Plan deposit with the Township a Works Damage/Lot Grading Compliance Deposit in the amount of \$2,500.00, and a Trees/Driveway Ramp Deposit in the amount of \$2,000.00 with the Township, which deposits are intended to ensure that:
 - (a) any damages caused to municipal services or facilities adjacent to the construction site during construction of the residence are suitably repaired in accordance with the Township's current Municipal Servicing Standards and have been inspected and approved in writing by the Township's Engineer and that all construction debris is properly disposed of;
 - (b) that the parcel for which the permit is requested is graded as required by this Agreement, and that the Owner's Final Grading Certificate is provided and the Township has been reimbursed for the Township Engineer's charges for the said Certificate;
 - (c) that any required tree(s) in the street at the front of the lot and in the event of a corner lot at the side of the lot has/have been planted and driveway cuts and driveway ramps have been completed as required by this Agreement.
2. Lot Entrances. The Developer covenants that no driveway cuts or driveway ramps shall be installed, constructed or made until a building permit is issued for the lot to be served by such driveway ramp, and all driveway ramps shall be constructed in accordance with the Township's current Municipal Servicing Standards and this Agreement at the expense of the Developer or the lot owner as applicable.
3. Zoning. Prior to the release of a clearance letter by the Township to the County of Wellington approval authority with respect to the conditions of draft approval, the Developer shall have made any changes to the Township's Zoning By-law required by the Township.
4. Turning Circles. Intentionally Deleted.
5. Development Charges. The Developer shall ensure that all Agreements of Purchase and Sale with respect to first purchases of any of the vacant lots on the Plan contain notification to the Purchaser of all of the development charges related to the development of this Plan of Subdivision.
6. London Road Extension Contribution. Prior to the issuance of Stage 3 Preliminary Acceptance (Sections 4.1 and 4.2) for Phase 2 (Lots 12 to 30 inclusive) the Developer shall pay to the Township the sum of \$75,918.12 in full payment of the Developer's share of the London Road extension from Albert Street to a point 172 meters South of

Albert Street according to the Plan for the former Town of Mount Forest. The said sum of \$75,918.12 shall apply regardless of the time of the payment and regardless of the time of the construction which will include road construction (full urban section), storm sewer and engineering totalling \$80,952.82 less deductions (for Works to be constructed by the Developer initially) in the amount of \$5,034.70.

DRAFT #2

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

BY-LAW NUMBER 19-11

**BEING A BY-LAW TO AMEND ZONING BY-LAW NUMBER 66-01
BEING THE ZONING BY-LAW FOR THE TOWNSHIP OF
WELLINGTON NORTH (Part of Lot 4, Concession 3, former
Township of West Luther – R. and J. Martin)**

WHEREAS, the Council of the Corporation of the Township of Wellington North deems it necessary to amend By-law Number 66-01;

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

1. THAT Schedule "A" Map 1 to By-law 66-01 is amended by changing the zoning on lands described as Part of Lot 4, Concession 3, as shown on Schedule "A" attached to and forming part of this By-law from **Agricultural (A)** to **"Agricultural Exception (A-104)**
2. THAT Section 33, Exception Zone 3 – Rural Areas, is amended by the inclusion of the following new exception:

"33.104	A-104	In addition to the uses permitted in Section 8, Agriculture, a tile drainage business is permitted on the subject lands, subject to the following regulations:
----------------	--------------	---

 - a) That the business, including storage, shall be conducted within the existing 3200 sq. ft. accessory building;
3. THAT except as amended by this By-law, the land as shown on the attached Schedule 'A' shall be subject to all applicable regulations of Zoning By-law 66-01, as amended.
4. THAT this By-law shall come into effect upon the final passing thereof pursuant to Section 34(21) and Section 34(22) of The Planning Act, R.S.O., 1990, as amended, or where applicable, pursuant to Sections 34(30) and (31) of the Planning Act, R.S.O., 1990, as amended.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 21ST DAY OF MARCH, 2011.**

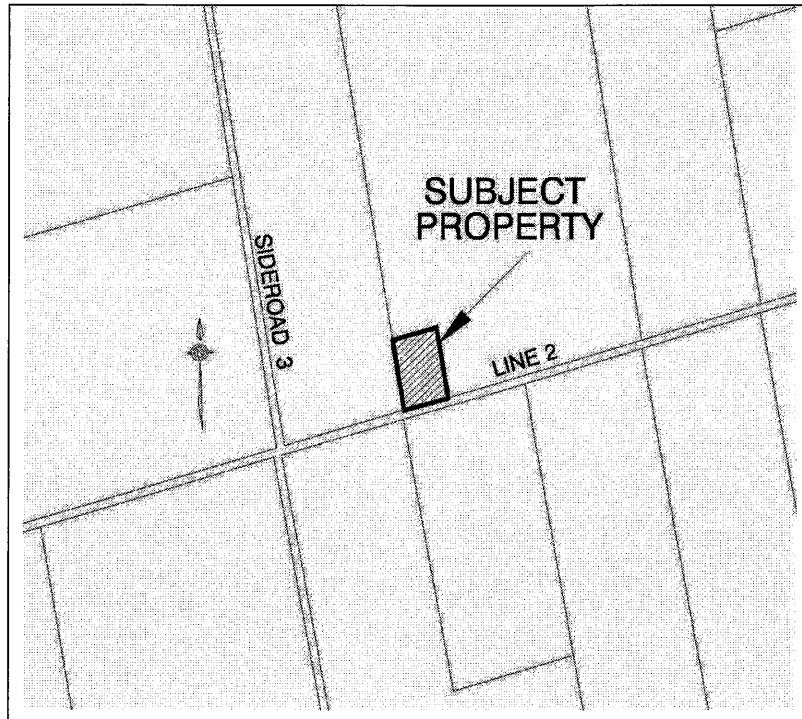
**RAYMOND TOUT,
MAYOR**

**LORRAINE HEINBUCH,
CHIEF ADMINISTRATIVE OFFICER/CLERK**

THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NUMBER 19-11

Schedule "A"



Rezone from Agricultural (A) to Agricultural Exceptions (A-104)

**This is Schedule "A" to By-law No. 19-11
Passed this 21st day of March, 2011**

RAYMOND TOUT, MAYOR

LORRAINE HEINBUCH, C.A.O./CLERK

EXPLANATORY NOTE

BY-LAW NUMBER 19-11

THE LOCATION being rezoned is in Part Lot 4, Concession 3, and is municipally known as 8172 Line 2. The property is approximately 4.8 acres in area and is occupied residence and storage building.

THE PURPOSE AND EFFECT of the amendment is to amend the zoning of the property to permit a tile drainage business on the subject lands. The applicants are proposing to utilize the existing 3200 sq.ft. accessory building to store equipment and machinery associated with the business. Some repairs of the machinery will also be conducted on site. The property is currently designated Prime Agricultural in the Official Plan.

MUNICIPALITY COMMENTING FORM

The Planning and Land Division Committee, in considering the following application, respectfully requests input from the municipality. The Application and Sketch are enclosed for your information.

FILE NO: B33/11

APPLICANT

Stephen & Sharon Hummel
R.R. 1, PO Box 895
Arthur, ON N0G 1A0

LOCATION OF SUBJECT LANDS

WELLINGTON NORTH (Mount Forest)
Part Lot 5 & 6
Wylie Survey

Proposal is to sever a lot 40' fr x 112.7' = 4508 square feet, existing vacant land for proposed urban residential use. (Sever 1 on sketch)

Retained irregular shaped parcel is 90.9" fr x 112.7" = 10,244 square feet, existing and proposed urban residential use with existing house. Frame addition to be removed. (Retained and Sever 2 on sketch).

PLEASE PROVIDE COMPLETE PROPERTY ASSESSMENT ROLL NUMBER: 23 49 000 004 09800 0000

Does this description reasonably describe the parcel holdings? YES () NO ()

If the answer is no, please provide new information: _____

Do you consider the proposal to conform to your Official Plan? YES () NO ()

What Section(s) does it conform to or contravene? (Please specify)

Will the Severed Parcel comply with all requirements of the Zoning By-law? YES () NO (X)

(Please Specify) Section 11.2.2 - Zoning Bylaw 66-01, (frontage)

Will the Retained Parcel comply with all requirements of the Zoning By-law? YES () NO (X)

(Please Specify) Frontage, Section 11.2.2 of Zoning By-law 66-01: interior side yard, more than one storey, section 11.2.4 of By-law 66-01: interior sideyard, no attached garage, section 11.2.4 of By-law 66-01: Floor area, Section 11.2.9 of By-law 66-01

If Necessary, would the Municipality be prepared to consider an Amendment to the Zoning By-law to permit the proposal to conform? YES () NO () N/A () or Minor Variance YES () NO () N/A ()

Is proposal on an opened maintained year-round public road YES (X) County NO ()
If answer is NO, is municipality willing to enter into an agreement regarding use of the seasonal road, or opening up the road?

Please specify _____

Is the Proposed Lot(s) serviced now by the Municipal Water YES () NO (X)

Is the Retained Lot serviced now by Municipal Water YES (X) NO ()

Is the Proposed Lot(s) serviced now by the Municipal Sewers YES () NO (X)

Is the Retained Lot serviced now by Municipal Sewers YES (X) NO ()

Is there a Capital Works Project underway to service these lots in the near future YES () NO ()

Approximate Time of Servicing Availability: _____

Are there any other servicing arrangements, Municipal easements or Municipal Drains on the subject lands?

Continued to Page 2

MUNICIPALITY COMMENTING FORM

FILE NO: B33/11

Is the Municipality's Building Official satisfied that there is a sufficient site on the severed parcel for individual well and septic services?

YES () NO ()

Does not apply

Is there any further Information that may assist the Planning and Land Division Committee?
(A letter may be attached if there is insufficient space to explain)

Strongly recommend that the severed and retained lot connect to storm sewer by way of the existing catch basin

Is the Municipality in support of this application? YES () NO ()

What Conditions, if any, are requested by the Municipality if the Consent is granted?

-abide by Township entrance policy

-required to pay servicing cost for lot services

-that the owner satisfy the requirements of the local municipality in reference to parkland dedication.

Does the Municipality request a Notice of Decision? YES (X) NO ()

SIGNATURE: _____

TITLE: Deputy Clerk

ADDRESS: 7490 Sideroad 7 W., Kenilworth, ON NOG 2EO

DATE: March 22, 2011

County of Wellington Planning and Land Division Committee
Deborah Turchet, Secretary-Treasurer
Wellington County Administration Centre
74 Woolwich Street, Guelph ON N1H 3T9

February 11, 2011

NOTICE OF AN APPLICATION FOR CONSENT

Ontario Planning Act, Section 53(4)

The County of Wellington Planning and Land Division Committee requests your written comments on this application for consent.

APPLICATION SUBMITTED ON: January 20, 2011

FILE NO. B33/11

APPLICANT

Stephen & Sharon Hummel
PO Box 895
RR#1
Arthur ON N0G 1A0

LOCATION OF SUBJECT LANDS:

WELLINGTON NORTH (Mount Forest)
Part Lot 5 & Lot 6
Wylie Survey

Proposal is to sever a lot 40' fr x 112.7' = 4508 square feet, existing vacant land for proposed urban residential use. (Sever 1 on sketch)

Retained irregular shaped parcel is 90.9' fr x 112.7' = 10,244 square feet, existing and proposed urban residential use with existing house. Frame addition to be removed. (Retained and Sever 2 on sketch)

**IF YOU WISH TO SUBMIT COMMENTS ON THIS APPLICATION,
WE MUST HAVE YOUR WRITTEN COMMENTS BEFORE**

March 23, 2011

Please note that if the Comments are not received by the requested date, the Planning and Land Division Committee may proceed to consider the application, and may assume that you have no objection to this APPLICATION for CONSENT.

Please also be advised that if a person or public body that files an appeal of a decision of the County of Wellington Planning and Land Division Committee in respect of the proposed consent has not made written submission to the County of Wellington Planning and Land Division Committee before it gives or refuses to give a provisional consent, then the Ontario Municipal Board may dismiss the appeal.

If you wish to be **NOTIFIED OF THE DATE AND TIME OF THE CONSIDERATION** of this application - **please make your request in writing** to the Planning and Land Division Committee before the "Comments Return Date" noted above.

If you wish to be **NOTIFIED OF THE DECISION** of the County of Wellington Planning and Land Division Committee in respect of this proposed consent, **you must make a request in writing** to the County of Wellington Planning and Land Division Committee. This will also entitle you to be advised of a possible Ontario Municipal Board Hearing. Even if you are the successful party, you should request a copy of the decision since the County of Wellington Planning and Land Division Committee's decision may be appealed to the Ontario Municipal Board by the applicant or another member of the Public

INFORMATION REGARDING THE APPLICATION is available to the public during regular business hours, Monday to Friday at the County of Wellington Planning and Land Division Office- 74 Woolwich St. Guelph ON N1H 3T9. Phone: (519) 837-2600 x2170 Fax: (519) 837-3875

MAILED TO:

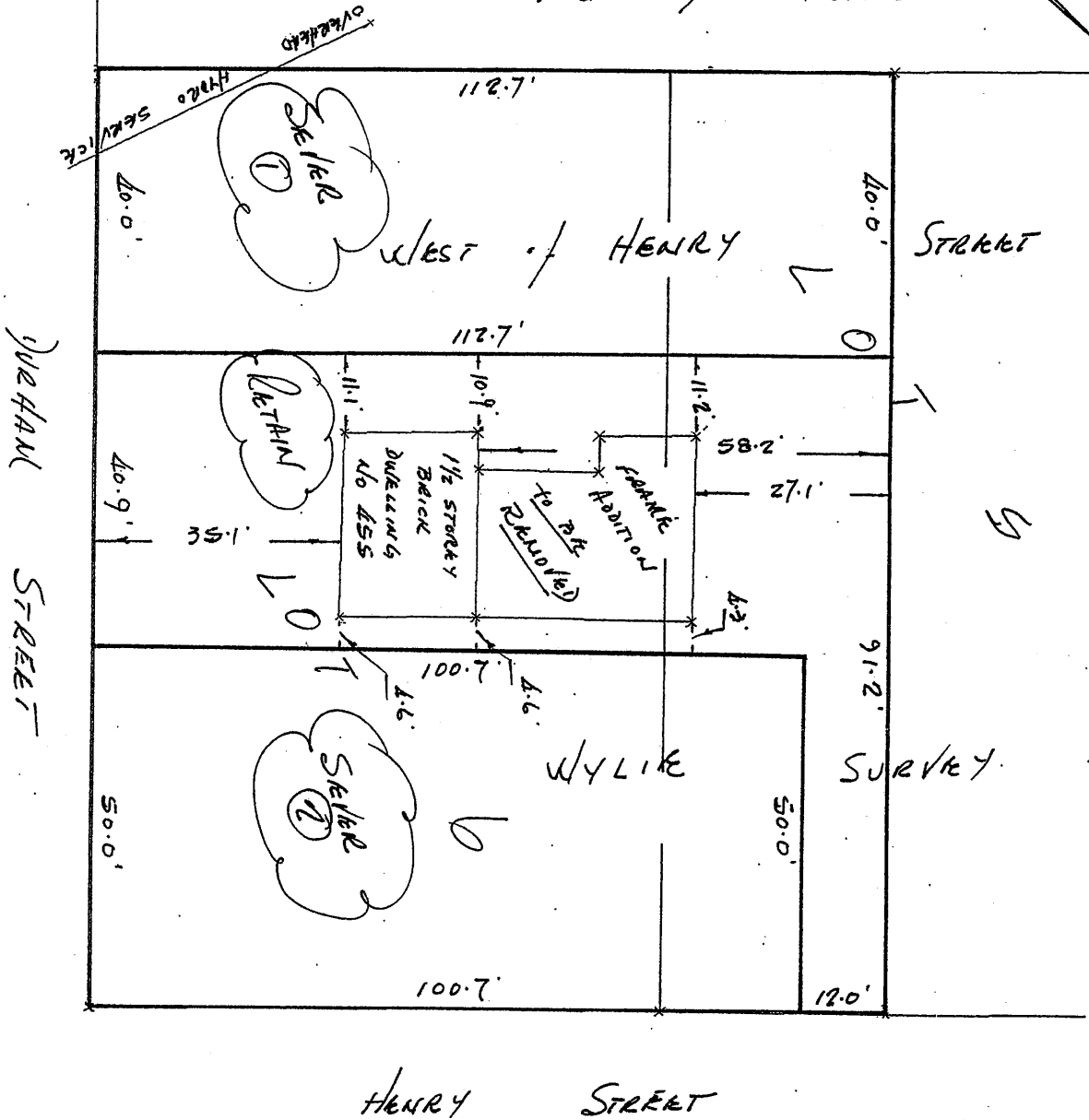
Local Municipality – Wellington North County Planning County Treasury Department

Conservation Authority - Saugeen

Bell Canada County Clerk Roads

Neighbour - as per list verified by local municipality and filed by applicant with this application

PARK LOT 2 NORTH of DURHAM STREET
 West of MAIN STREET



- SEWER ① 4508 SOFT
- SEWER ② 5035 SOFT
- RETAIN 5730 SOFT

S19 323 2451
 Mount Forest
 Supergrass Inc.

Dec 10
 8052
 Alex R. Wilson

SEWERAGE SCRATCH IN THE
 TOWN OF MOUNT FOREST)
 TOWNSHIP OF WILKINSON NORTH
 1" = 20'



COUNTY OF WELLINGTON PLANNING AND DEVELOPMENT DEPARTMENT

County Administration Centre, 74 Woolwich Street, Guelph, ON N1H 3T9

Phone: (519) 837-2600

Fax: (519) 823-1694

APPLICATION #:	B33&34/11
LOCATION:	Part Lots 5 & 6, Wylie Survey TOWNSHIP OF WELLINGTON NORTH (Mount Forest)
APPLICANT/OWNER:	Stephen & Sharon Hummel

PLANNING OPINION: Located in the Mount Forest Urban Centre the proposed severance would create two vacant residential lots with the following dimensions:

- Severance 1 – a frontage of 12 m (40 ft) and an area of 418.8 sq.m (4508 sq. ft)
- Severance 2 – a frontage of 15.23 m (50 ft) and an area of 467.7 sq.m (5035 sq. ft).

The retained parcel is irregular in shape and has a frontage of 12.46 m (40.9 ft) and an area of 485.8 sq.m (5230 sq.ft.) and is occupied by a dwelling.

Staff does not support the current configuration of the retained parcel. The applicant has not provided any justification for this lot pattern and staff did not observe a need for this frontage while visiting the site. We would be supportive of both severances provided the frontage on Henry Street to the retained parcel is removed and those lands are added to severance 2.

This application is consistent with Provincial Policy and would generally conform to the County Official Plan. We would have no concerns, provided that servicing, access and zoning relief can be provided to the satisfaction of the local municipality.

PROVINCIAL POLICY STATEMENT (PPS): Section 1.1.3 of the Provincial Policy Statement directs growth to occur within settlement areas. The proposed lot creation is located within the Mount Forest Urban Centre and is consistent with the PPS.

WELLINGTON COUNTY OFFICIAL PLAN: The subject lands are designated Residential within the Mount Forest URBAN CENTRE. New lots may be created in Urban Centres provided that the land will be appropriately zoned. Lot creation will normally proceed by a plan of subdivision and will be based on the provision of full services, wherever such services are available. Plans of subdivision will normally be required when:

- a) Four or more lots (included the retained) are being created, or
- b) A new road or a substantial extension to an existing road is required, or
- c) Where special concerns or issues exist which would be best dealt with through a plan of subdivision.

The matters under Section 10.1.3 were also considered including b) "that all lots can be adequately serviced with water, sewage disposal...to accepted municipal standards" d) that all lots will have safe driveway access to an all-season maintained public road" and m) " that all new lots shall have logical lot lines given existing lot patterns in the area..."

LOCAL ZONING BY-LAW: The subject lands are zoned Residential (R1C). Proposed severed lot 1 does not have adequate frontage or area; proposed severed lot 2 meets all zoning requirements and, the retained lot has deficient frontage and interior side yard setbacks. Zoning relief will be required for the retained and served parcel 1.

SITE VISIT INFORMATION: The subject property was visited and photographed on March 1, 2011. Notice Cards were posted and the survey sketch appears to meet the application requirements.

Linda Redmond, Planner
March 10, 2011

MUNICIPALITY COMMENTING FORM

The Planning and Land Division Committee, in considering the following application, respectfully requests input from the municipality. The Application and Sketch are enclosed for your information.

FILE NO: B34/11

APPLICANT

LOCATION OF SUBJECT LANDS

Stephen & Sharon Hummel
R.R. 1, PO Box 895
Arthur, ON N0G 1A0

WELLINGTON NORTH (Mount Forest)
Part Lot 5 & 6
Wylie Survey

Proposal is to sever a lot 50' fr x 100.7' = 5035 square feet, (sever 2 on sketch) existing vacant land for proposed urban residential use.

Retained irregular shaped lot is 5230 square feet with 40.9" frontage on Durham St & 12' frontage on Henry St., existing and proposed urban residential use with existing house. Frame addition to be removed.

PLEASE PROVIDE COMPLETE PROPERTY ASSESSMENT ROLL NUMBER: 23 49 000 004 09800 0000

Does this description reasonably describe the parcel holdings? YES () NO ()

If the answer is no, please provide new information: _____

Do you consider the proposal to conform to your Official Plan? YES () NO ()

What Section(s) does it conform to or contravene? (Please specify)

Will the Severed Parcel comply with all requirements of the Zoning By-law? YES (X) NO ()

(Please Specify) Section 11 – Zoning Bylaw 66-01

Will the Retained Parcel comply with all requirements of the Zoning By-law? YES () NO (X)

(Please Specify) Frontage, Section 11.2.2 of Zoning By-law 66-01, interior side yard, more than one storey, section 11.2.4: interior sideyard, no attached garage-section 11.2.4 of By-law 66-01: Floor area, Section 11.2.9 of By-law 66-01

If Necessary, would the Municipality be prepared to consider an **Amendment** to the Zoning By-law to permit the proposal to conform? YES () NO () N/A () or **Minor Variance** YES () NO () N/A ()

Is proposal on an opened maintained year-round public road YES (X) County NO ()
If answer is NO, is municipality willing to enter into an agreement regarding use of the seasonal road, or opening up the road?

Please specify _____

Is the Proposed Lot(s) serviced now by the Municipal Water YES () NO (X)

Is the Retained Lot serviced now by Municipal Water YES (X) NO ()

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Is the Retained Lot serviced now by Municipal Sewers YES (X) NO ()

Is there a **Capital Works Project** underway to service these lots in the near future YES () NO ()

Approximate Time of Servicing Availability: _____

Are there any other servicing arrangements, Municipal easements or Municipal Drains on the subject lands?

MUNICIPALITY COMMENTING FORM

FILE NO: B34/11

Is the Municipality's Building Official satisfied that there is a sufficient site on the severed parcel for individual well and septic services?

YES () NO ()

N/A

Is there any further information that may assist the Planning and Land Division Committee?
(A letter may be attached if there is insufficient space to explain)

Strongly recommend that the severed and retained lots connect to storm sewer by way of catch basin

Is the Municipality in support of this application? YES () NO ()

What Conditions, if any, are requested by the Municipality if the Consent is granted?

-abide by Township entrance policy

-required to pay servicing cost for lot services

-that the owner satisfy the requirements of the local municipality in reference to parkland dedication

Does the Municipality request a Notice of Decision? YES (X) NO ()

SIGNATURE: _____

TITLE: Deputy Clerk

ADDRESS: 7490 Sideroad 7 W., Kenilworth, ON NOG 2EO

DATE: March 22, 2011

County of Wellington Planning and Land Division Committee
Deborah Turchet, Secretary-Treasurer
Wellington County Administration Centre
74 Woolwich Street, Guelph ON N1H 3T9

February 11, 2011

NOTICE OF AN APPLICATION FOR CONSENT

Ontario Planning Act, Section 53(4)

The County of Wellington Planning and Land Division Committee requests your written comments on this application for consent.

APPLICATION SUBMITTED ON: January 20, 2011

FILE NO. B34/11

APPLICANT

Stephen & Sharon Hummel
PO Box 895
RR#1
Arthur ON N0G 1A0

LOCATION OF SUBJECT LANDS:

WELLINGTON NORTH (Mount Forest)
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Wylie Survey

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MAILED TO:

Local Municipality - Wellington North County Planning County Treasury Department

Conservation Authority - Saugeen

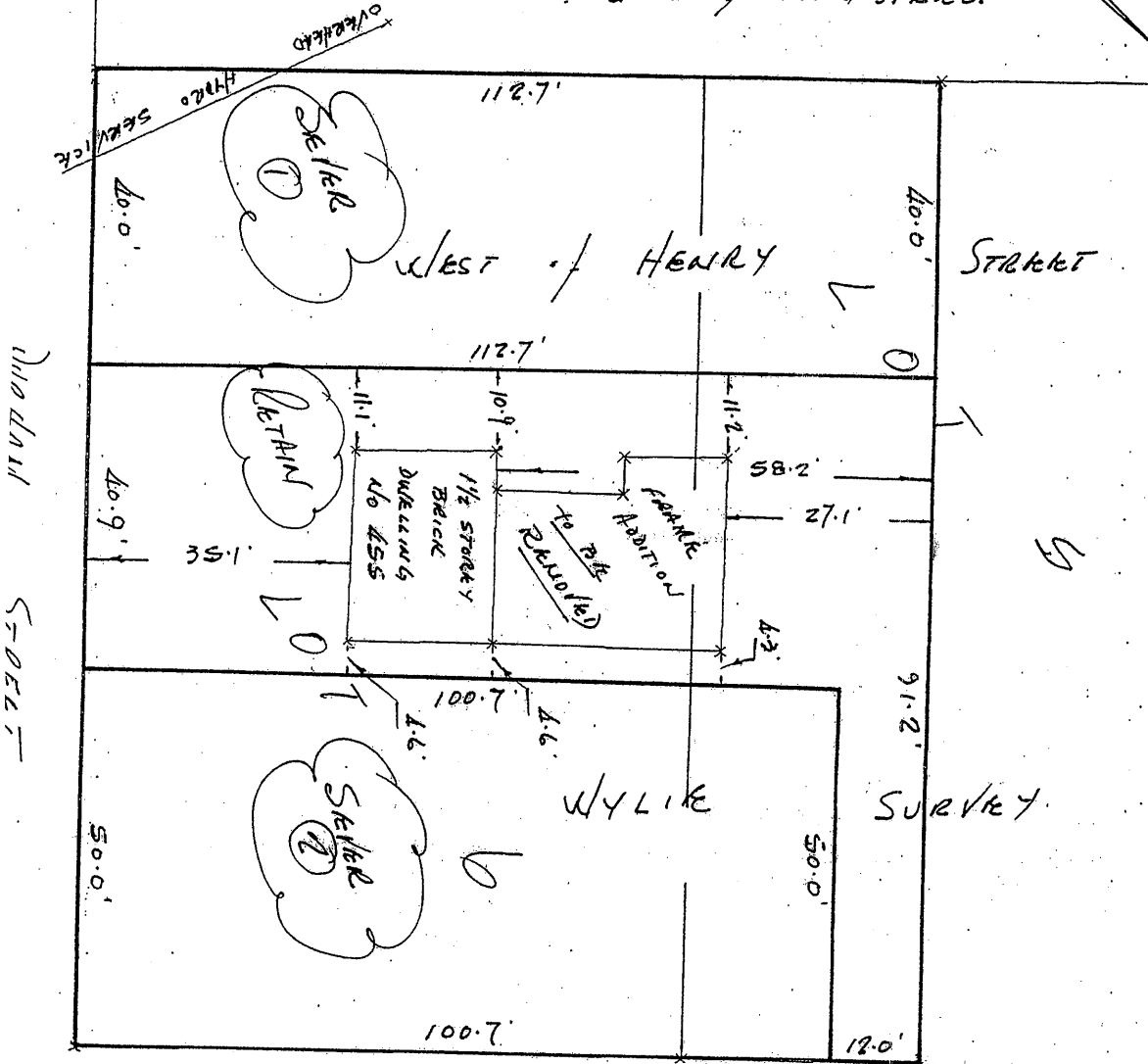
Bell Canada County Clerk Roads

Neighbour - as per list verified by local municipality and filed by applicant with this application

RECEIVED

FEB 17 2011

PARK LOT 2 NORTH of DURHAM TWP. OF WELLINGTON NORTH
West of MAIN STREET



HENRY STREET

- SEWER ① 4508 SART
- SEWER ② 5035 SART
- RETAIN 5230 SART

Dec 10
8052
Alex R. Wilson
Surrey Inc.
Mount Forest
519 323 2451

SEWERAGE SCATCH IN THE
TOWN OF MOUNT FOREST)
Township of Wellington North
1" = 20'



COUNTY OF WELLINGTON PLANNING AND DEVELOPMENT DEPARTMENT

County Administration Centre, 74 Woolwich Street, Guelph, ON N1H 3T9
Phone: (519) 837-2600 Fax: (519) 823-1694

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LOCATION:	Part Lots 5 & 6, Wylie Survey TOWNSHIP OF WELLINGTON NORTH (Mount Forest)
APPLICANT/OWNER:	Stephen & Sharon Hummel

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- b) A new road or a substantial extension to an existing road is required, or
- c) Where special concerns or issues exist which would be best dealt with through a plan of subdivision.

The matters under Section 10.1.3 were also considered including b) "that all lots can be adequately serviced with water, sewage disposal...to accepted municipal standards" d) that all lots will have safe driveway access to an all-season maintained public road" and m) " that all new lots shall have logical lot lines given existing lot patterns in the area...".

LOCAL ZONING BY-LAW: The subject lands are zoned Residential (R1C). Proposed severed lot 1 does not have adequate frontage or area; proposed severed lot 2 meets all zoning requirements and, the retained lot has deficient frontage and interior side yard setbacks. Zoning relief will be required for the retained and served parcel 1.

SITE VISIT INFORMATION: The subject property was visited and photographed on March 1, 2011. Notice Cards were posted and the survey sketch appears to meet the application requirements.

Linda Redmond, Planner
March 10, 2011

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

BY-LAW NUMBER 20-11

**BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE
COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF
WELLINGTON NORTH AT ITS REGULAR MEETING HELD ON
MARCH 21, 2011.**

AUTHORITY: Municipal Act, 2001, S.O. 2001, c.25, as amended, Sections 5(3) and 130.

WHEREAS the Municipal Act, 2001, S.O. 2001, c.25, as amended, Section 5(3), provides that the jurisdiction of every council is confined to the municipality that it represents and its powers shall be exercised by by-law.

AND WHEREAS the Municipal Act, 2001, S.O. 2001, c.25, as amended, Section 130 provides that every council may pass such by-laws and make such regulations for the health, safety and well-being of the inhabitants of the municipality in matters not specifically provided for by this Act and for governing the conduct of its members as may be deemed expedient and are not contrary to law.

NOW THEREFORE the Council of The Corporation of the Township of Wellington North hereby **ENACTS AS FOLLOWS:**

1. That the action of the Council at its Regular Meeting held on March 21, 2011 in respect to each report, motion, resolution or other action passed and taken by the Council at its meeting, is hereby adopted, ratified and confirmed, as if each resolution or other action was adopted, ratified and confirmed by separate by-law.
2. That the Mayor and the proper officers of the Township are hereby authorized and directed to do all things necessary to give effect to the said action, or to obtain approvals where required, and, except where otherwise provided, the Mayor and the Clerk are hereby directed to execute all documents necessary in that behalf and to affix the corporate seal of the Township to all such documents.
3. That this by-law, to the extent to which it provides authority for or constitutes the exercise by the Council of its power to proceed with, or to provide any money for, any undertaking work, project, scheme, act, matter or thing referred to in subsection 65 (1) of the Ontario Municipal Board Act, R.S.O. 1990, Chapter 0.28, shall not take effect until the approval of the Ontario Municipal Board with respect thereto, required under such subsection, has been obtained.
4. That any acquisition or purchase of land or of an interest in land pursuant to this by-law or pursuant to an option or agreement authorized by this by-law, is conditional on compliance with Environmental Assessment Act, R.S.O. 1990, Chapter E.18.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 21ST DAY OF MARCH, 2011.**

**RAYMOND TOUT,
MAYOR**

**LORRAINE HEINBUCH
CHIEF ADMINISTRATIVE OFFICER/CLERK**

MEETINGS, NOTICES, ANNOUNCEMENTS

Friday, March 25, 2011	Building/Property Committee	2:00 p.m..
Monday, April 4, 2011	Public Meeting	7:00 p.m.
Monday, April 4, 2011	Regular Council	Following Public Meeting
Tuesday, April 5, 2011	Recreation & Culture Committee	8:00 a.m.
Tuesday, April 19, 2011	Water/Sewer Committee	8:00 a.m.
Tuesday, April 19, 2011	Fire Committee	7:00 p.m.
Wednesday, April 20, 2011	Economic Development Committee	4:30 p.m.

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

Sign Language Services – Canadian Hearing Society – 1-800-668-5815

Documents in alternate forms – CNIB – 1-866-797-1312