

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH  
MEETING AGENDA OF COUNCIL; PUBLIC MEETING  
JUNE 26, 2017 @ 7:00 P.M.  
CLOSED SESSION @ 6:30 P.M.  
PLUME ROOM, MOUNT FOREST & DISTRICT SPORTS COMPLEX**

**PAGE  
NUMBER**

**CALLING TO ORDER** - Mayor Lennox

**ADOPTION OF THE AGENDA**

**DISCLOSURE OF PECUNIARY INTEREST**

**CLOSED MEETING SESSION** (starts ½ hour earlier than Council Meeting)

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

- (b) personal matters about an identifiable individual, including municipal or local board employees (animals at large 8167 Line 12
- (c) a proposed or pending acquisition or disposition of land by the municipality or local board (Pt. Lot 32, Conc. 1, Div. 3 Normanby)
- (d) labour relations or employee negotiations (Fire Chief Services Agreement)

**1. REPORTS**

- a) Report CAO 2017-017 being a report on the Fire Chief Services Agreement
- b) Report EDO 2017-016 INDUSTRIAL LAND RE-ACQUISITION (Pt Lot 32, Conc 1 Div 3, Normanby)
- c) REPORT CLK 2017-020 being a report on animals at large (8167 Line 12)

**2. REVIEW OF CLOSED SESSION MINUTES**

- April 24, 2017

**RISE AND REPORT FROM CLOSED MEETING SESSION**

**O ' CANADA**

**RECESS TO MOVE INTO PUBLIC MEETING**

**PUBLIC MEETINGS UNDER THE PLANNING ACT**

- Marlanna Homes Inc., Draft Plan of Subdivision

**RESUME REGULAR MEETING OF COUNCIL**

**AWARDS / RECOGNITION / DECLARATIONS**

**PRESENTATIONS**

**ADOPTION OF MINUTES OF COUNCIL**

- Council meeting of June 5, 2017

001

**BUSINESS ARISING**

**DEPUTATIONS**

Mary Dart – request to revisit Brubacker kennel application and make adjustments to revise the breeder application process

007

**ITEMS FOR CONSIDERATION**

**1. Minutes**

- a. Team Building/Wellness Committee, May 31, 2017

010

- b. Recreation and Culture Committee, June 13, 2017 011
- c. Cultural Roundtable, June 15, 2017 016

**Business: Reports, recommendations, correspondence for direction****2. PLANNING**

- a. County of Wellington Planning Report dated June 8, 2017, Subject: OMB Reform – Changes to Ontario Land Use Appeal System 020
- b. County of Wellington Planning Report dated May 31, 2017, Subject: Provincial Plan Updates 025
- c. Report CBO 2017-09 being a report on the Subdivision Agreement for Reeves Construction Limited (Lucas Subdivision) 028

**3. FIRE SERVICES**

- a. Communiqué #043, May, 2017 030

**4. BUILDING**

- a. Report CBO 2017-10 Building Permit Review Period Ending May 31, 2017 036

**5. FINANCE**

- a. Report TR 2017-010 being a report on the Assessment Review Board (ARB): New Rules and Practices for Processing Appeals in the 2017-2020 Assessment Cycle 039
- b. Cheque Distribution Report dated June 19, 2017 080

**6. ADMINISTRATION**

- a. Report CAO 2017-016 Arthur Wastewater Treatment Plant Upgrade – Engineer Consultant Proposal Review 084
- b. Report CAO 2016-018 Canadian Tire Site Plan Control Agreement – Extension Request 090
- c. Report CLK 2017-016 being a report on Procedure By-law 093
- d. Report CLK 2017-017 being a report on Consent Applications B55-17 to and including B57-17 (South Saugeen Developments John Padfield) 096
- e. Report CLK 2017-018 being a report on Consent Applications B62-17 to and including B65-17 (Peter & Mary Reeves) 107
- f. Report CLK 2017-019 being a report on the Association of Municipal Clerks and Treasurer's 79<sup>th</sup> Annual Conference held June 11, 12, 13 and 14, 2017 116

**IDENTIFICATION OF ITEMS REQUIRING SEPARATE DISCUSSION****ADOPTION OF ALL ITEMS NOT REQUIRING SEPARATE DISCUSSION****CONSIDERATION OF ITEMS IDENTIFIED FOR SEPARATE DISCUSSION AND ADOPTION****NOTICE OF MOTION****COMMUNITY GROUP MEETING PROGRAM REPORT****BY-LAWS**

- a. By-law Number 046-17 being a by-law to provide for the operation and licensing of kennels in the Township of Wellington North 123

- b. By-law Number 047-17 being a by-law to repeal By-law 044-17 being a by-law to appoint a By-law Enforcement Officer/Property Standards Officer/Peace Officer for the Corporation of the Township of Wellington North 134
  - c. By-law Number 048-17 being a by-law to authorize a Subdivision Agreement (Reeves Construction Limited) 135
  - d. By-law Number 049-17 being a by-law to authorize the execution of a Transfer Payment Agreement between Her Majesty the Queen in Right of Ontario as represented by the Minister of Infrastructure and the Corporation of the Township of Wellington North (Clean Water and Wastewater Fund) 184
  - e. By-law Number 050-17 being a by-law to appoint The Corporation of the County of Wellington to be the Corporation of Wellington North’s agent for certain matters related to assessment 248
- CONFIRMATORY BY-LAW NUMBER 051-17** 250

**ADJOURNMENT**

<b>M E E T I N G S , N O T I C E S , A N N O U N C E M E N T S</b>		
July 1, 2017	Canada Day Victory Carnival (Victory Community Centre)	8:30 a.m. to 11:00 a.m.
July 5, 2017	Community Growth Plan Steering Committee (Plume Room – Mount Forest Sports Complex)	7:00 p.m.
July 10, 2017	Youth Action Council One Year Birthday Party (GameOver Lounge)	5:00 p.m. to 8:00 p.m.
July 10, 2017	Regular Council (Plume Room – Mount Forest Sports Complex)	2:00 p.m.
July 14 to 16, 2017	Mount Forest Fireworks Festival	
July 20, 2017	Cultural Roundtable Committee	12:00 p.m.
July 24, 2017	Regular Council (Plume Room – Mount Forest Sports Complex)	7:00 p.m.

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

**Sign Language Services – Canadian Hearing Society – 1-877-347-3427**

**- Kitchener location – 1-855-656-3748**

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

**THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH  
MINUTES OF COUNCIL  
JUNE 5, 2017 @ 2:00 P.M.**

The meeting was held in the Plume Room, Mount Forest & District Sports Complex.

**Members Present:**

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

**Absent:**

**Councillor: Dan Yake**

**Staff Present:**

**CAO: Michael Givens  
Clerk: Karren Wallace  
Executive Assistant: Cathy Conrad  
Chief Building Official: Darren Jones  
Director of Recreation, Parks & Facilities: Barry Lavers  
Economic Development Officer: Dale Small  
Interim Director of Public Works: Derek McCaughan**

**CALLING TO ORDER**

Mayor Lennox called the meeting to order

**ADOPTION OF THE AGENDA**

**Resolution 2017-200**

Moved: Councillor Hern

Seconded: Councillor McCabe

*THAT the Agenda for the June 5, 2017 Regular Meeting of Council be accepted and passed.*

**CARRIED**

**DISCLOSURE OF PECUNIARY INTEREST**

None

**O' CANADA**

**AWARDS / RECOGNITION/ DECLARATIONS**

**PRESENTATIONS**

**ADOPTION OF MINUTES OF COUNCIL / PUBLIC MEETING(S)**

**Resolution 2017-201**

Moved: Councillor McCabe

Seconded: Councillor Hern

*THAT the minutes of the Public Meeting and the Regular Meeting of Council held on May 23, 2017 be adopted as circulated.*

**CARRIED**

## **BUSINESS ARISING**

### **DEPUTATION**

Gordon Dunn

- Licensing dogs in Wellington North.

Mr. Dunn was not present.

### **IDENTIFICATION OF ITEMS REQUIRING SEPARATE DISCUSSION**

Items 2a, 3a, 5a, 7a, 7b, 7c, 7e

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

#### **Resolution 2017-202**

Moved: Councillor Hern

Seconded: Councillor Burke

*THAT all items listed under Items for Consideration on the June 5, 2017 Council agenda, with the exception of those items identified for separate discussion, be approved and the recommendations therein be adopted:*

#### **3. ECONOMIC DEVELOPMENT**

*b. That the Council of the Corporation of the Township of Wellington North receive Economic Development Officer report EDO-2017-15 dated June 5<sup>th</sup>, 2017 with regards to the Community Improvement Program;*

*AND FURTHER THAT the Council of the Corporation of the Township of Wellington North approve one-time grants under the Façade Improvement Grant Program as follows:*

- \$2,500.00 for improvements to 514 Main Street N. in Mount Forest, home to the Mount Forest and District Chamber of Commerce.
- \$2,500.00 for improvements to 9141 Highway 6 in Kenilworth, home to Sacred Heart Church

*AND FURTHER THAT the Council of the Corporation of the Township of Wellington North approve one-time grants under the Public Arts Grant Program as follows:*

- \$2,500.00 to Sacred Heart Church in Kenilworth to assist with the purchase of new outdoor signage

#### **4. RECREATION**

*a. THAT the Council of the Corporation of the Township of Wellington North have no objection to the Mount Forest Renegades Slo-Pitch Softball Team hosting a baseball tournament with a bar on June 16 and 17, 2017 at the Mount Forest agricultural building and ball diamonds provided the required approvals are obtained for this community event and the necessary approvals are in place from the Agricultural Society.*

#### **6. FINANCE**

*a. THAT the Council of the Corporation of the Township of Wellington North receive for information the cheque distribution report dated May 30, 2017.*

#### **7. ADMINISTRATION**

- d. *THAT the Council of the Corporation of the Township of Wellington North receive Report CAO 2017-015 being a report on Wellington North Power (WNP) - Board Configuration is received for information;  
AND FURTHER THAT the Council of the Township of Wellington North supports proceeding with a six member Board of Directors for the foreseeable future;  
AND FURTHER THAT the Council of the Township of Wellington North extend the director term by 1-year for both the CAO of the Township of Wellington North (Michael Givens) and Wellington North Power CAO (Richard Bucknall) until November 30, 2019.*
- f. *THAT the Council of the Corporation of the Township of Wellington North approve the request for an exemption to Noise By-law 5001-05 for the property known as 271 Smith Street, Arthur for July 22, 2017 from 3:00 p.m. to July 23, 2017 at 1:00 a.m. for the purpose of a wedding reception.*

**CARRIED**

### **CONSIDERATION OF ITEMS IDENTIFIED FOR SEPARATE DISCUSSION**

#### **Resolution 2017-203**

Moved: Councillor Hern

Seconded: Councillor Burke

*THAT the Council of the Corporation of the Township of Wellington North receive Report PW 2017- 16 being a report on the update of the Township of Wellington North's Municipal Servicing Standards;*

*AND FURTHER THAT the Council of the Township of Wellington North direct staff to apply the Municipal Servicing Standards as presented in Report PW 2017-16 to all planning and planning-related applications;*

*AND FURTHER THAT where a developer does not believe sidewalks are warranted or possible or beneficial to their proposed development, they provide a written submission to the Township detailing the reasons sidewalks are ill advised and inappropriate for the Township's consideration and acceptance as part of their development proposal.*

**CARRIED**

#### **Resolution 2017-204**

Moved: Councillor Hern

Seconded: Councillor McCabe

*That the Council of the Corporation of the Township of Wellington North receive report EDO-2017-14 Community Growth Plan update 2016 Census Data observations for information.*

**CARRIED**

#### **Resolution 2017-205**

Moved: Councillor Hern

Seconded: Councillor Burke

*THAT the Council of the Corporation of the Township of Wellington North receive report CBO 2017-08 being a report regarding a By-law Enforcement contract position;*

*AND FURTHER THAT the Council of the Corporation of the Township of Wellington North direct staff to negotiate an independent contract agreement for the provision of by-law and property standards enforcement services;*

*AND FURTHER THAT the Council of the Corporation of the Township of Wellington North appoint David Kopp as by-law enforcement officer/property standards officer/peace officer for the Corporation of the Township of Wellington North.*

**CARRIED**

Council received Correspondence from Cheryl Gallant, M.P., Renfrew-Nipissing-Pembroke, regarding removal of tax exempt portion of remuneration for Council. Direction was given to staff to bring a report to the June 26, 2017 Council meeting outlining the implications to Wellington North Councillors.

**Resolution 2017-206**

Moved: Councillor McCabe

Seconded: Councillor Burke

*THAT the Council of the Corporation of the Township of Wellington North support the resolution of the Municipality of Brockton opposing the amendment to the Conservation Authorities Act requiring Conservation Authority Boards to have a composition of 50% members with scientific backgrounds.*

**CARRIED**

**Resolution 2017-207**

Moved: Councillor Burke

Seconded: Councillor McCabe

*THAT the Council of the Corporation of the Township of Wellington North receive County of Wellington By-law 5523-17 being a by-law to establish Development Charges for the County of Wellington.*

**CARRIED**

**Resolution 2017-208**

Moved: Councillor Burke

Seconded: Councillor McCabe

*THAT the Council of the Corporation of the Township of Wellington North receive for information Report CLK 2017-015 being a report on Zoning By-law amendments for Kennel licenses be received for information.*

*AND FURTHER THAT the Clerk be directed to bring a bylaw to amend By-law 004-17 being a By-Law to regulate and provide for the keeping, control and licensing of dogs within The Township Of Wellington North to the June 26, 2017 meeting of Council;*

*AND FURTHER THAT a copy of the draft amending by-law be circulated to the owners of the six licensed kennels in the municipality prior to the June 26, 2017 Council meeting;*

*AND FURTHER THAT the rezoning by-law for Lorne and Mary Horst be brought forward to the June 26, 2017 meeting for Council consideration.*

**CARRIED**

**NOTICE OF MOTION**

None

## **COMMUNITY GROUP MEETING PROGRAM REPORT**

Councillor Hern reported that she attended Chamber of Commerce meetings. The Mount Forest Chamber is supporting the Renew program by exempting those business owners from Chamber fees for the first year. The Arthur Chamber is working on new signage and preparing for fun summer Saturdays.

Councillor Burke commented that the final numbers are in yet from the Fire Chief's Gala but it was successful with some interesting items up for auction; one item being one dozen butter tarts a month for a year being donated by twelve year old Tessa Frey.

### **BY-LAWS**

#### **Resolution 2017-209**

Moved: Councillor McCabe

Seconded: Councillor Burke

*THAT By-law Number 044-17 being a by-law to appoint a By-law Enforcement Officer/Property Standards Officer/Peace Officer for the Corporation of the Township of Wellington North be read a First, Second and Third time and enacted.*

**CARRIED**

### **CULTURAL MOMENT**

**Our Cultural Moment this month celebrates Local Food & Local Food Tourism and we would like to bring attention to two local programs**

Now in its fourth season the **Wellington North Farmers Market** opened on Friday May 26<sup>th</sup> at King Street East in Mount Forest, next to the Victory Community Centre. A Farmers Market provides a great opportunity for the Community to connect while at the same time supporting our local farmers and producers. There are so many reasons why buying local makes sense and I would encourage everyone to please come out and support your local Farmers Market. The market runs through to October 6<sup>th</sup> and I would like to give a special mention and thank you to Pastor Harry Engel who continues to donate his time each and every Friday afternoon as our Market Manager.

**"Butter Tarts and Buggies: Explore the Simpler Life"**, has moved into its second season, with our launch last weekend in-conjunction with the Spring Rural Romp. Developed in 2016 in-partnership with the Town of Minto and the Township of Southgate we are pleased to have the Township of Mapleton join the program this year. With twenty eight participants throughout Northern Wellington and Southern Grey County this self guided tour allows residents and tourists the opportunity to experience a showcase of local food, handcrafted items, producers and business related to the horse and buggy culture and obviously Butter Tarts!! To learn more and to plan your tour, please pick up one of the new brochures, or visit our online interactive map at [www.buttertartsandbuggies.com](http://www.buttertartsandbuggies.com).



**CONFIRMATORY BY-LAW**

**Resolution 2017-210**

Moved: Councillor McCabe

Seconded: Councillor Burke

*THAT By-law Number 045-17 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 June 5, 2017 be read a First, Second and Third time and enacted.*

**CARRIED**

**ADJOURNMENT**

**Resolution 2017-211**

Moved: Councillor McCabe

Seconded: Councillor Burke

*THAT the Regular Council meeting of June 5, 2017 be adjourned at 2:58 p.m.*

**CARRIED**

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**CLERK**

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**MAYOR**



## Township of Wellington North

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

### Deputation Request Form

Name of Deputant(s) MARY DART

Attending as an individual OR  Representing a group/organization/business

Name of Group/Organization/Business N/A

#### Contact Information

Mail: 320 DURHAM ST. W MOUNT FOREST ON N0G 2L1

Email: mtdart@sympatico.ca

Telephone: 519-323-9760

#### Type of Meeting

Council OR  Committee (includes ad hoc)

Date of Meeting JUNE 26, 2017

Subject Matter (submit your complete deputation submission with this form) See attached.

To revisit Brubaker Kennel application and make adjustments

To revise the breeder application process.

Recommendation/Request of Council ( what action you would like the Township of Wellington North to take with respect to your matter-use a separate page if required)

As above.

#### Estimated Financial Impact to municipality:

Capital N/A Annual Operating N/A

SIGNATURE: Mary Dart

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

(REVISED FEBRUARY 2017)

I think that the Mayor and Council underestimate community concern about unethical dog breeders who set up substandard kennels and value profit over the well-being of the animals. You have received a number of letters from all over the Township expressing uneasiness with your decision regarding the Brubacker kennel zoning and licensing applications. Both the Director of the Guelph Humane Society and the Ontario SPCA Investigative Division have concerns about this case and are following developments.

Along with many other people in this area, I am concerned that council has given the green light to what appears to be a puppy mill on Highway 89 near Conn. They did not consider the welfare of the dogs housed in such inadequate conditions, and they did not check to make sure that the “breeder” had experience, knowledge and the intention of running a high quality breeding business. Given the poor quality of the housing proposed, I think it is unlikely that the animals in the kennel will be treated with kindness and respect, housed properly, fed decently, get proper vet care, receive human attention and socializing or be adequately protected from illness, injury and other dangers.

I would like the Mayor and Council to revisit the Brubacker kennel issue and make efforts to rehabilitate his plan so that his breeding kennel meets all Township Bylaws and conforms to the Canadian Veterinary Medical Association Code of Practice for Dog Breeders. Council will need to identify a person with suitable authority who knows dog bylaws/codes and can work with Mr. Brubacker to either repair (or abandon) his current kennel plan. Mr. Brubacker needs to be made aware that there are objections from the community and that, as it stands, a kennel built to his current plan will invariably be reported to the authorities.

I think that the current process for licensing and rezoning in response to breeding kennel applications may need updating or at least re-sequencing. The bylaws and codes themselves appear to be more than adequate.

The retooling needs to focus on providing potential breeders bylaw/code information early in the application process. This would allow applicants to withdraw if they that they are not able/willing to work within the confines of the regulations. If applicants decide to proceed, they will be well-informed about what will be asked of them. At this point, the Township needs to emphasize that there will be no “wiggle room” where the care/comfort/safety of the dogs is concerned. Once the applicant indicates that he/she is ready to proceed, a meeting then can be scheduled during which the breeder provides details of his breeding plan (or fills out a questionnaire), and the city representative and the breeder can identify areas of the plan which need modifications in order to conform to township regulations. The Guelph Humane Society has offered to assist in this process if necessary. Only then should the potential breeder be permitted to request rezoning and apply for a breeder’s license. Hopefully, this will weed out some unscrupulous breeders up front and signal the township’s intention to make substandard operations unwelcome. In addition, the inspections of new and existing breeding operations should occur at irregular intervals and be scheduled on short notice or unannounced.

I am happy to volunteer to help in any way Council sees as useful. I could write drafts of questionnaires, meet with a council subgroup to consider options or even connecting with potential breeders to walk through the OVMA practice codes. There are others in the community who would be willing to help as well. I appreciate your time, and I hope you appreciate that we do not want bad things to happen to dogs in North Wellington Township.

**TEAM BUILDING/WELLNESS COMMITTEE  
MINUTES - MAY 31, 2017 AT 2:00 P.M.  
MEETING ROOM, MOUNT FOREST SPORTS COMPLEX**

Attendance: Laura Rooney, Chair  
Mary Jo Marshall  
Cathy Conrad

Regrets: Barry Trood  
Ed White  
Karren Wallace

**1. Discussion regarding possible combined event with Health and Safety Committee**

Tammy Pringle attended this portion of the meeting to discuss holding an event hosted by both the Team Building/Wellness Committee and the Health and Safety Committee. A catered picnic at Murphy Park with team building games/exercises and employee recognition was suggested. Consideration was given to the type of meal, games/exercises and prizes. Tammy will present this idea to the Health and Safety Committee.

**2. Puzzle Room**

Only one response was received showing interest in attending the puzzle room. It was decided that we would offer this again at a later date. The Committee will review other ideas obtained through the survey done earlier this year. Mary Jo will bring year-to-date budget figures to the next meeting.

**3. Recognition**

The Committee will distribute fruit baskets and cookies to the various work locations the week of June 5<sup>th</sup>.

**4. Next Meeting**

The next meeting is tentatively set for Wednesday, June 21, 2017

**5. Adjournment**

Meeting adjourned at 3:30 p.m.

**THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH  
RECREATION & CULTURE COMMITTEE MINUTES  
JUNE 13, 2017 AT 8:30 A.M.**

011

The meeting was held in the Meeting Room of the Mount Forest & District Sports Complex.

**Committee Members Present:**

- Steve McCabe, Councillor, Chairperson
- Andrew Lennox, Mayor
- Lisa Hern, Councillor
- Barbara Dobreen, Councillor, Township of Southgate

**Absent:**

- Dan Yake, Councillor
- Andrew Lennox, Mayor

**Staff Members Present:**

- Barry Lavers, Director of Recreation, Parks & Facilities
- Michael Givens, Chief Administrative Officer
- Mark McKenzie, Mount Forest Facilities Manager
- Tom Bowden, Arthur Facilities Manager
- Michelle Stone, Administrative Support

**CALLING THE MEETING TO ORDER**

Chairperson McCabe called the meeting to order.

**PASSING AND ACCEPTANCE OF AGENDA**

**RESOLUTION REC 2017-010**

Moved by: Councillor Barbara Dobreen

Seconded by: Councillor Lisa Hern

*THAT the agenda for the June 13, 2017 Recreation & Culture Committee meeting be accepted and passed.*

**CARRIED**

**DISCLOSURE OF PECUNIARY INTEREST(S) AND THE GENERAL NATURE THEREOF**

No declarations of pecuniary interest were declared

**DELEGATIONS**

None

**MINUTES OF PREVIOUS MEETING**

The minutes of the April 11, 2017 Recreation & Culture Committee meeting were received and adopted by Council at the Regular Meeting of Council held on May 23, 2017.

**THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH  
RECREATION & CULTURE COMMITTEE MINUTES  
JUNE 13, 2017 AT 8:30 A.M.**

012

**BUSINESS ARISING FROM MINUTES**

CAO Mike Givens brought up some concerns relayed to him regarding the new trees planted in the lot adjacent to parking lot at the Mount Forest Arena. The resolution passed by Council to allow the Demolition Derby to use that area may put these new plantings in jeopardy. Facility Manager Mark MacKenzie has addressed the concerns and Township staff will relocate the trees temporarily. That area is the Demolition Derby preferred area for the event, but the rain amounts received may preclude usage there and require moving the derby. Councillor Dobreen inquired if the trees in question were part of past discussion of memorial plantings, and these are not memorial trees. Director of Recreation Barry Lavers updated the Committee on the status of the Murphy Park Ontario 150 Grant Project. The Arthur Christian School will dismantle and remove the old equipment and re-locate all or portions of the units to their location. The equipment involved is being replaced and the Township will require that a release of any liability be executed prior to the old equipment being dismantled and moved.

Chair McCabe addressed the appearance of the rocks at the water's edge in Murphy Park, stating he feels they are an eyesore in their current location. Chair McCabe will contact Mr. Wayne Broham, General Manager at the Saugeen Conservation Authority. It was noted that any work required near the water will need a permit.

**NEW BUSINESS**

1. Arthur Splash Pad Update - Barry Lavers, Director of Recreation, Parks & Facilities  
The splash pad has progressed well and next steps will be completing the landscaping. It is reported that it will be completed by Father's Day. The water system has been tested; the perimeter sidewalk finished and the pavilion roof is to be re-shingled by the Optimist Club. The Grand Opening is scheduled for Canada Day, Saturday, July 1st, 2017.  
Andy Culp, Arthur Optimist President, indicated he believes the Township will pay for sidewalk installation
2. Mount Forest Homecoming Update - Barry Lavers, Director of Recreation, Parks & Facilities  
The Homecoming Committee planning continues and there are no reported issues at this time. The Township was able to get the 20 additional picnic tables requested and the event tents will be erected on the sports field next week.  
Volunteers have done great job on gardens both here and at Cork Street with assistance from Township staff at bridge.
3. Fireworks Festival Update - Barry Lavers, Director of Recreation, Parks & Facilities  
Both the Demolition Derby and MMA events have been confirmed and contracts are being finalized.
4. Murphy Park Ontario 150 Update - Barry Lavers, Director of Recreation, Parks & Facilities  
Timeframe is for the old equipment to be moved beginning July 17<sup>th</sup> and the installation of new equipment is scheduled for July 24<sup>th</sup>. The renovations required for the washrooms will be done later by Schwindt Construction and re-paving will be completed once the summer season is over.

**THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH  
RECREATION & CULTURE COMMITTEE MINUTES  
JUNE 13, 2017 AT 8:30 A.M.**

013

5. Stick & Puck Sponsored Skate - Chair McCabe  
There has been a request to explore the possibility of "Stick and Puck Sponsored Skate" which would be similar to a public skate but allow pucks and hockey sticks at the Arthur Arena. The Township currently offers "Parent and Tots" free skate time and does allow pucks and hockey sticks. This is held several mornings at both facilities. Some larger centers offer similar programs with instructors and all participants must wear proper equipment. The program primarily focuses on skating and passing drills but there are no nets or puck shooting allowed. Chair McCabe will get more information and discuss with Arthur Minor hockey. Facility Manager Tom Bowden stated that there is some ice time available.
  
6. Recreation Master Plan - Barry Lavers, Director of Recreation, Parks & Facilities  
Chair McCabe, Director of Recreation Barry Lavers and Treasurer Kim Henderson are meeting with the two consultants who submitted presentations for review Wednesday, June 21st. They anticipate having a report for Council for the June 26<sup>th</sup> Council meeting.

**CORRESPONDENCE**

None

**REPORTS**

RAC 2017-004 MF Pool Electrical Panel

**Resolution REC 2017-011**

Moved by: Councillor Barbara Dobreen

Seconded by: Councillor Lisa Hern

*THAT the Recreation and Culture Committee of the Township of Wellington North receive for information Report RAC 2017-004 being a report on the service upgrade of the electrical panel for the Mount Forest Lion Roy Grant Pool.*

**CARRIED**

RAC 2017-005 MF Sports Complex Water Stations

**Resolution REC 2017-012**

Moved by: Councillor Lisa Hern

Seconded by: Councillor Barbara Dobreen

*THAT the Recreation and Culture Committee of the Township of Wellington North receive for information Report RAC 2017- 005 being a report on the installation of 2 water bottle filling stations/fountains at the Mount Forest Sports complex;*

*AND FURTHER THAT this motion be deferred until more information is received regarding bluew.org registration and funding*

**CARRIED**

Director of Recreation Barry Lavers will look into options for funding and Blue W (bluew.org) with a report back to committee. The Blue W is a unique community-based program dedicated to promoting municipal tap water as a healthy, easily accessible alternative to purchasing bottled drinks.



**THE CORPORATION OF THE  
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RECREATION & CULTURE COMMITTEE MINUTES  
JUNE 13, 2017 AT 8:30 A.M.**

014

RAC 2017-006 Arthur Arena Water Station

**Resolution REC 2017-013**

Moved by: Councillor Lisa Hern

Seconded by: Councillor Barbara Dobreen

*THAT the Recreation and Culture Committee of the Township of Wellington North receive for information Report RAC 2017- 006 being a report on the installation of a combination water bottle filling station/drinking fountain at the Arthur Community Arena;*

*AND FURTHER THAT the Recreation & Culture Committee recommends that staff be directed to proceed with the installation of a new combination Water bottle filling station/drinking fountain at the Arthur Community Arena.*

**CARRIED**

Director of Recreation Barry Lavers was approached by Mr. Dan Hapely, who has offered funding from an existing memorial fund. A recognition memorial plaque would be installed above the new drinking station upon completion. Current team photos in that location will be moved to another display area.

RAC 2017-007 Arthur Arena Facility Signage

**Resolution REC 2017-015**

Moved by: Councillor Barbara Dobreen

Seconded by: Councillor Lisa Hern

*THAT the Recreation and Culture Committee of the Township of Wellington North receive for information Report RAC 2017- 007 being a report on the installation of new Facility Signage at the Arthur Community Arena.*

**CARRIED**

RAC 2017-008 Arthur Splash Pad Hours of Operation

**Resolution REC 2017-016**

Moved by: Councillor Lisa Hern

Seconded by: Councillor Barbara Dobreen

*THAT the Recreation and Culture Committee of the Township of Wellington North receive for information Report RAC 2017- 008 being a report on the proposed hours of operation for the Arthur Splash Pad for the 2017 season;*

*AND FURTHER THAT the Recreation & Culture Committee recommends that the Arthur Splash Pad be opened to the public after July 1<sup>st</sup>, 2017 from 10 am - 8 pm daily until the Monday following Arthur Fall Fair when it will be closed for the 2017 season;*

*AND FURTHER THAT the Recreation & Culture Committee recommends that the Arthur Splash Pad be opened to the public for the first weekend in June 2018 from 10 am - 8 pm daily and remain open until the Monday following Arthur Fall Fair when it will be closed for the 2018 season;*

*AND FURTHER THAT the Recreation & Culture Committee recommends that the above 2018 scheduled hours of operation remain in effect unless revised by the Council of the Township of Wellington North.*

**CARRIED**

**THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH  
RECREATION & CULTURE COMMITTEE MINUTES  
JUNE 13, 2017 AT 8:30 A.M.**

015

The Health Unit will inspect the splash pad prior to the official opening and Township staff will be required to do daily inspections throughout the season.

**Resolution REC 2017-017**

Moved by: Councillor Barbara Dobreen

Seconded by: Councillor Lisa Hern

*THAT the Recreation and Culture Committee receive for information the Arthur and Mount Forest Facility Usage Reports for:*

- April 1 – May 31, 2017
- April 1 – May 31, 2016

**CARRIED**

**OTHER BUSINESS**

Facility Manager Mark Mackenzie raised a concern over lack of signage for the Mount Forest & District Sports Complex. It has been two years since this initiative began through the County but there has been no signage installed as of yet. CAO Mike Givens will follow up with the County and proceed from there.

Facility Manager Tom Bowden has been approached by Arthur Minor Ball for more early diamond times to be available for the younger teams. There has been an increase in numbers of younger teams and scheduling has become a challenge. This may necessitate building a new diamond in the future. He will inform Minor Ball that ball diamonds are also available at the schools.

Arthur Trail update – Director of Recreation Barry Lavers spoke with the Clark Brothers about the Arthur Trail Extension and they will provide a quote completing the final section to the Damascus Sideroad. There is \$6000.00 remaining from previous donations and the original quote was thought to be between \$8000.00 and \$10,000.00 and CAO Mike Givens will personally take care of arranging the extra funding if required. The Township does not want to go back to the County as the Township would be required to re-apply for any funding and that would take time.

David Stack, the moving force behind the Arthur Trails, passed away recently and CAO Mike Givens feels that the Trail needs to be completed this year as the Stack family deserves to see it completed.

**NEXT MEETING**

Next meeting September 12, 2017 at 8:30 a.m. at the Mount Forest Sports Complex

**ADJOURNMENT**

**Resolution REC 2017-018**

Moved by: Councillor Lisa Hern

Seconded by: Councillor Barbara Dobreen

*THAT the Recreation and Culture Committee meeting of June 13, 2017 be adjourned at 9:47 a.m.*

**CARRIED**



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

**TOWNSHIP OF WELLINGTON NORTH: CULTURAL ROUNDTABLE**  
**Thursday, June 15, 2017 - 12:00 pm**  
**Mount Forest & District Sports Complex**  
**COMMITTEE MEETING MINUTES**

**Members Present:** Chair Jim Taylor Linda Hruska  
 Bonny McDougall Robert Macdonald  
 Penny Renken Gail Donald  
 Gary Pundsack

**Staff Present:** Dale Small, Economic Development Officer,  
 Michelle Stone, Administrative Support

**Other Attendees:** Karren Wallace, Clerk, Township of Wellington North

**Absent:** Trish Wake  
 Karen Armstrong  
 Councillor Dan Yake

**CALLING THE MEETING TO ORDER**

Chair Jim Taylor called the meeting to order at 12:10 p.m.

**PASSING AND ACCEPTANCE OF AGENDA**

**RESOLUTION WNCR 2017-012**

Moved: Robert Macdonald

Seconded: Linda Hruska

***THAT THE*** Agenda for the June 15<sup>th</sup>, 2017 Wellington North Cultural Roundtable Committee Meeting  
*be accepted and passed.* **CARRIED**

**DECLARATION OF PECUNIARY INTEREST**

None declared.

**DELEGATIONS:**

Karren Wallace, Clerk, Township of Wellington North

An overview of the Mount Forest Cemetery and what the managing of the cemetery entails was presented to the Committee to explore if it would be a good fit with the Cultural Roundtable as a historical property.

The proposal to the Committee was for them to take on the project of cataloging graves with pictures and history. The Committee agreed that this would be a good fit with the Committee's Historical Buildings and Places Team. Further information will be gathered pertaining to a timeline, budget, funding and resources available in a report to the Committee at the August meeting.

**MINUTES OF PREVIOUS MEETING****RESOLUTION WNCR 2017-013**

Moved: Bonny McDougall

Seconded: Gary Pundsack

***THAT THE*** Cultural Roundtable Committee receive the minutes of the April 20<sup>th</sup>, 2017 Cultural Roundtable meeting. **CARRIED**

**BUSINESS ARISING FROM MINUTES**

1. 13 Ways to Kill Your Community discussion and next steps  
Dale Small, Economic Development Officer reviewed with the Committee "13 Ways to Kill Your Community" and what areas resonated in Wellington North that we can focus on. A strategy session will be planned to review and re-prioritize the Committee's focus.

**NEW BUSINESS****1. Report from the Chair**

Jim Taylor

Jim had a report from the Arthur Chamber and 150 Committee outlining all the plans and events going on in Arthur.

- Arthur Lions Club July 1<sup>st</sup> - Chicken BBQ at the Community Centre in Arthur in partnership with the churches.
- Horticultural Society's had another successful annual plant sale held during duck race.
- The Trails Committee is working on completing areas on the south side of the river and McPhersons Park on north.
- The Optimists Club Splash Pad grand opening is scheduled for July 1<sup>st</sup>.
- The Arthur Fall Fair Parade Committee is aiming to have 150 tractors for Canada's 150<sup>th</sup>.
- Canada 150 Banners are available at Arthur Cash & Carry.
- The 150 tulips were a lovely show at the cenotaph in Arthur.
- New welcome signs will be posted by July 1<sup>st</sup> coming into Arthur.
- Proposal for the 1932 Arthur Water Tower (circa 1932) to be lit up for Canada's 150<sup>th</sup>.
- Canada flags will be on lamp posts from May to November in recognition of Canada's 150<sup>th</sup>

**2. Program Funding and Sponsorship Application**

Dale Small

Mount Forest Fireworks Festival has requested \$750.00 for additional funding to go towards the Main Stage Entertainment Event on July 15<sup>th</sup>, 2017. After discussion, the Committee approved \$500.00 for additional funding.

**RESOLUTION WNCR 2017-014**

Moved: Gail Donald

Seconded: Linda Hruska

***THAT THE*** Township of Wellington North Cultural Roundtable Committee approve the Mount Forest Fireworks Festival request for \$500.00 for additional funding to go towards the Main Stage Entertainment Event on July 15<sup>th</sup>, 2017. **CARRIED**

**3. Historical Buildings and Places Team Update & Discussion**

Jim Taylor

The team will re-define their priorities in the fall to include cemetery project. A report on a budget and an outline for the cemetery project will be brought to the August 17<sup>th</sup> Committee meeting.

**4. Communications Team Update & Discussion**

Karen Armstrong

Karen Armstrong has indicated she will be stepping down from Committee. Linda Hruska has agreed to take over as point person. The Communications Team will be reviewing past cultural moments and look at what they can present in the coming months.

**5. Storytelling Team Update**

Gail Donald

The Veterans Project, with a total of 550 names in the book, is nearing completion with editing and distribution by November 11<sup>th</sup>, 2017. Pre-sale orders are going well and they anticipate printing 500 to 750 books, 150 pages each. There is a request from a Mount Forest Korean Veteran for inclusion. Gary Pundsack has found a good contact for the oral history project. The Team will have a report on all the information collected and next steps for the next meeting.

**6. Youth Action Council Update**

Trish Wake

Dale Small, Economic Development Officer had a report from Trish Wake:

- Northern Wellington Youth Connections Event

The NWYC event on May 4<sup>th</sup> was great. At our last meeting we handed out printed copies of the proposed graphic. Although the Wellington North Youth Action Council didn't get any new members from the day, it did spark a fire within our current members and they have now started recruiting!

- Next 6 month Plan

The Youth Action Council is on fire! They are connecting with local recreation department to come up with activities for the Youth, working with local businesses and media on a spin-off of Amazing Race.

The Youth Action Council have decided to continue meet throughout the summer and work on their 'Participation 150' list, to get people moving in the community. First activity of dodge ball went well; next on the agenda is Volleyball, Basketball & Badminton at Wellington Heights Secondary School on June 19<sup>th</sup>. They have also asked to partner with the Social Equity group at Wellington Heights Secondary School in order to spread awareness about June being Pride Month. To go along with this activity theme, they have asked for t-shirts so they could be a 'team' and we have approached MARCC Apparel for a quote.

All in all the group is gaining momentum. You can now watch what they accomplish and the activities that they do on Instagram (WNYAC) and on Facebook "Wellington North Youth Action Council". The group is planning a One Year Birthday Party in July, are looking at the "13 Ways" information and how to further engage our youth and a separate budget for youth.

**7. Farmers Market Update**

Dale Small

- The Market opened on May 26<sup>th</sup> with Pastor Harry Engel once again as our Market Manager. The Market runs each Friday afternoon from 3:00pm – 6:30pm on King Street East at the Victory Community Centre in Mount Forest.
- Closing day will be October 6<sup>th</sup>, 2017 and please try and get out if you can to support our Market and any personal advertising and promotion is welcome!! Would also appreciate the roundtables suggestion for promotional programs that we should run throughout the year
- Market Bucks will be offered once again at our Market and this was something that was highly valued by our vendors.
- We have nine confirmed vendors, of which five of them, are full time vendors while the others are occasional or will not start until later in the year.

## 8. Wellington North Doors Open

Jim Taylor

- September 23<sup>rd</sup> in Wellington North
- Doors Open Ontario sends the packages and there will be new signage for the 150<sup>th</sup> this year, but we are responsible for creating Wellington North brochure.
- The Committee will need a new lead for the Cultural Roundtable. Dale Small, Economic Development Officer has been covering and there is not an immediate need however Doors Open Ontario will send packages, but we have to do our own brochure - new signage provided and this year with 150

### **ANNOUNCEMENTS**

- |  |  |
|--|--|
| • Mount Forest Homecoming                          | June 23 <sup>rd</sup> - 25 <sup>th</sup> |
| • Canada Day Weekend Events in Wellington North    | July 1 <sup>st</sup> – 3 <sup>rd</sup>   |
| – Arthur Optimist Weekend Celebrations             |  |
| – Churches of Arthur Canada Day Dinner             |  |
| – Get in Touch with Hutch                          |  |
| – M.F. Victory Church Carnival                     |  |
| • Community Growth Plan Steering Committee Meeting | July 5 <sup>th</sup>                     |
| • Mount Forest Fireworks Festival                  | July 14 <sup>th</sup> – 16 <sup>th</sup> |
| • Summer Sizzle                                    | July 17 <sup>th</sup> – 18 <sup>th</sup> |

### **MEMBERS PRIVILEGE**

- The Arthur Historical Society's next meeting is Tuesday, June 20<sup>th</sup> with a presentation by Alvin Martin from Misty Meadow
- The Lyons Blacksmith Shop is hoping to be open for a mini preview in conjunction with the Sacred Heart Church August Garden Party. There has been a lot of progress done in cataloguing and Patty Whan, Conservator at the Wellington County Museum will be assisting the committee in the art of "brushing" artifacts. They have also had a blacksmith visit and help identify some of the tools in the shop.
- The former West Garafraxa Township is having a 150<sup>th</sup> event June 17<sup>th</sup> in Belwood with a parade, street dance and lots of activities.

### **NEXT COMMITTEE MEETING**

Thursday, August 17<sup>th</sup>, 2017

### **ADJOURNMENT**

#### **RESOLUTION WNCR 2017-011**

Moved: Gail Donald

***THAT THE*** Cultural Roundtable Committee meeting be adjourned at 2:02 pm.

**CARRIED**



# COUNTY OF WELLINGTON

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## COMMITTEE REPORT

**To:** Chair and Members of the Planning Committee  
**From:** Jameson Pickard, Planner  
**Date:** Thursday, June 8, 2017  
**Subject:** **OMB Reform- Changes to the Ontario Land Use Appeal System**

---

### 1.0 Background:

This report provides a brief overview of the proposed changes to Ontario's Land Use Appeal System as identified in the recent media release by the Ministry of Municipal Affairs. At the time this report was written the proposed legislation was not available, but it is our understanding that:

- it will be tabled in the legislature by June 1<sup>st</sup>, 2017.
- an implementation target of sometime in 2018 is proposed. This date will depend on the legislative review process.
- If the legislation is passed, regulations would be developed to guide the transition and implementation.

In June 2016 the Province begun consultation on OMB reform and released consultation documents for review and comment. County Council participated in this consultation process through a Planning Committee report (PD2016-25) in November 2016, which commented directly on proposed changes and provided the following overall comments:

1. There is a need for a tribunal like the Ontario Municipal Board to deal with land use disputes.
2. The Ontario Municipal Board should assume that the decisions made by municipalities are correct and should only be authorized to overturn or modify these decisions if there is clear and compelling evidence that the decision is wrong.
3. The current Ontario Municipal Board process is too legalistic, time consuming and expensive and needs to be made simpler and more understandable.

Based on review of the available information it appears that the proposal does take into consideration the comments that the County provided and a number of the matters we indicated support for specifically. However, based on the limited information at this time it is difficult to completely assess the full effect the proposed changes will have.

## **2.0 Overview of Proposed Changes to the Land Use Appeals System in Ontario:**

The proposed changes attempt to create a land use appeal system that will give communities a stronger voice in land use matters and ensure people have access to faster, fairer and more affordable hearings. The proposed changes have been broken down into four overarching categories:

### **2.1 Giving Communities a Stronger Voice**

The proposed legislation would:

- create a Local Planning Appeal Tribunal, which would replace the Ontario Municipal Board. This would be an independent tribunal that makes decisions at arm's length from the Government.
- require the tribunal to issue decisions in writing to a municipality outlining reasons why the local decision was overturned, and send the matter back to the municipality for reconsideration and decision within 90 days. (see attachment 'A')
- allow the tribunal to retain the authority to make a final decision on a matter if it was appealed a second time as a result of the municipal decision still not meeting provincial or municipal policies.
- amend the Planning Act to eliminate "de novo" hearings.

### **2.2 Faster, Fairer and more Affordable Planning Appeals**

The proposed legislation would:

- establish mandatory case management to encourage early settlements, with the aim of reducing time and costs of appeals to create a less adversarial system.
- establish statutory rules regarding the conduct of hearings, including setting strict timelines for oral hearings and limiting evidence to written materials in majority of cases.
- eliminate cross examination during hearings.
- establish modern hearing powers to promote active adjudication, provide for alternative hearing formats and permit multi-member panels.
- give elected officials greater control over local planning, resulting in fewer decisions being appealed, thereby making the decision-making process more efficient.

### **2.3 Free Legal and Planning support**

- The province would create a Local Planning Appeal Support Centre, a new provincial agency, mandated to provide free and independent advice and representation on land use planning appeals.



## 2.4 Sheltering Major Planning Decisions from Appeal

The proposed legislation would:

- exempt a broader range of land use planning decisions from appeal, including new Official Plans, Official Plan updates, including approvals of conformity exercises to provincial plans and Minister's Zoning Orders.
- give local appeal bodies more authority. They would be able to hear site plans, in addition to their current scope of minor variances and consents.
- limit the ability to appeal an Interim Control By-Law when first passed for a period up to a year.
- protect municipal policies that support the appropriate development around protected major transit station areas (GO transit stations).

## 3.0 Conclusion

The Government of Ontario is proposing significant changes to the land use planning appeal process and intends to introduce new legislation in early June to address these changes. Staff will continue to monitor the governments progress and report back to Council as necessary.

### **Recommendation:**

THAT the report 'Changes to the Ontario Land Use Appeal System' be received for information.

Respectfully submitted,



Jameson Pickard  
Planner

**ATTACHMENT 'A'**

## Proposed Hearing Process:





# COUNTY OF WELLINGTON

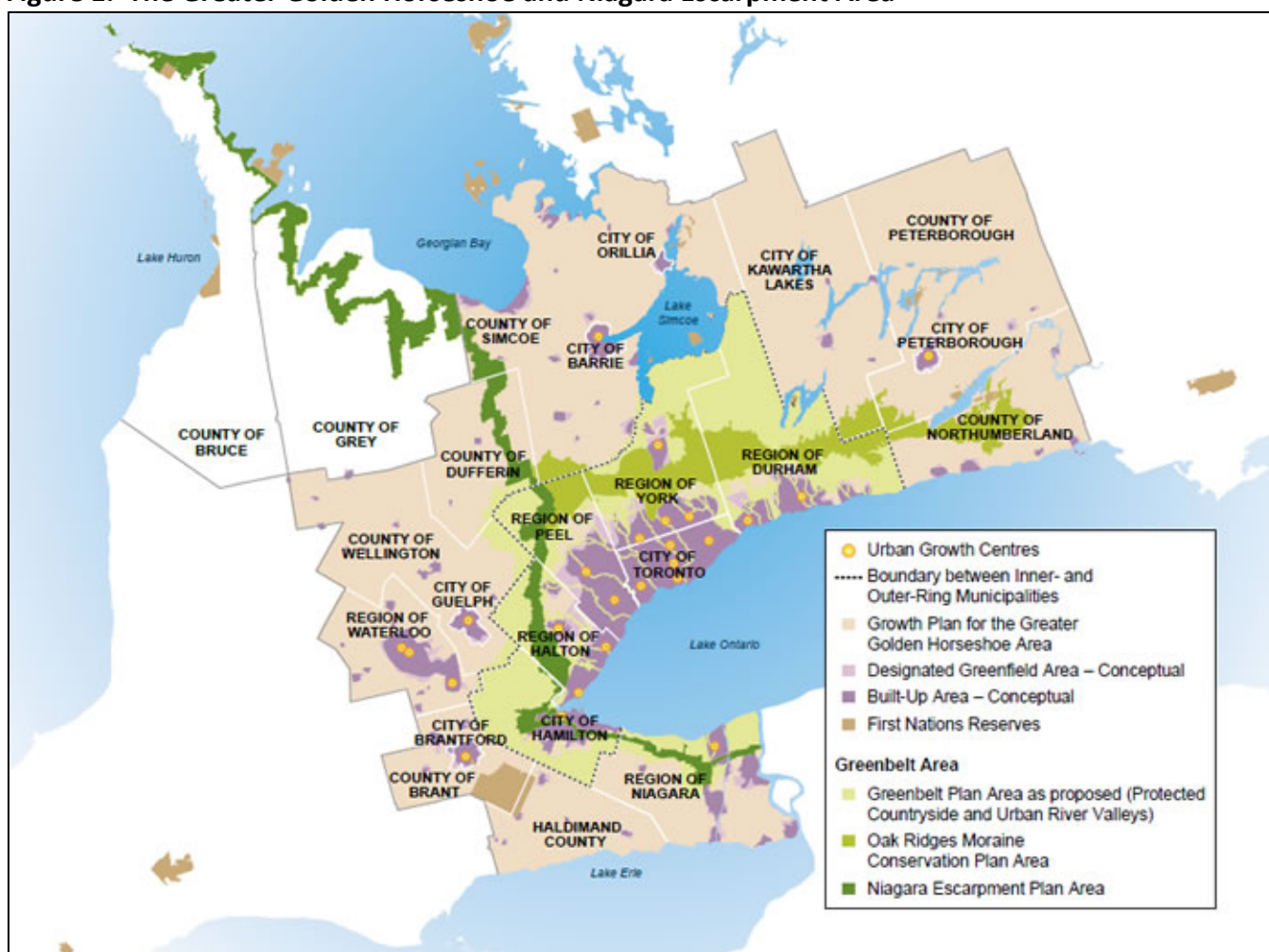
## COMMITTEE REPORT

**To:** Chair and Members of the Planning Committee  
**From:** Mark Paoli, Manager of Policy Planning  
**Date:** May 31, 2017  
**Subject:** **PROVINCIAL PLAN UPDATES**

### 1.0 Background:

The province released updates to the Growth Plan for the Greater Golden Horseshoe (the Growth Plan) and the Greenbelt Plan on May 18, 2017. The extent of the Greater Golden Horseshoe and Greenbelt Plan are shown in Figure 1 below.

**Figure 1: The Greater Golden Horseshoe and Niagara Escarpment Area**



Source: Ministry of Municipal Affairs and Housing

## 2.0 Main Changes

The main changes identified in our initial reviews of the updated Plans are described below.

### 2.1 Main changes common to the Growth Plan and Greenbelt Plan Updates

- As of July 1, 2017 all decisions on planning matters are required to conform with the Plans;
- The County will be required to amend its Official Plan to conform by 2022;
- An agricultural impact assessment is required for new mineral aggregate operations in prime agricultural areas; and
- The positive or negative effects on agri-business need to be considered in planning decisions.

### 2.2 Main Changes in the Growth Plan Update

- The alternative intensification and greenfield density targets in the County Official Plan will apply until we amend the Official Plan to conform with the updated Provincial Plans;
- The conformity amendment will be a municipal comprehensive review undertaken by the County in consultation with member municipalities under the province's approval authority;
- The municipal comprehensive review will be a major project and will include:
  - Land budget (forecast vs supply of designated land) in accordance with provincial methodology that has not yet been released;
  - Map schedule changes to conform with:
    - An agricultural system (delineating prime agricultural and rural areas) that the province has not yet released;
    - A natural heritage system that the province has not yet released.
  - Analysis to justify either keeping the current alternative intensification and greenfield density targets or requesting the Minister to approve different targets (note: employment areas will be excluded from the greenfield density target);
  - Technical analysis and policy development on a number of matters including but not limited to:
    - The need for and appropriate direction of settlement area expansions and/or employment land conversions
    - Prime employment areas
    - Employment strategy including a minimum employment areas density target
    - Excess lands in settlement areas
    - Housing strategy
    - Infrastructure risks and vulnerabilities related to climate change.

### 2.3 Main Changes in the Greenbelt Plan Update

- The province did not expand the Greenbelt in Wellington County in this update;
- The updated Plan commits the province to exploring Greenbelt expansion in the future;
- The policy direction that requires Urban Centre expansions to be on municipal sewage and water services was retained;
- Major development in key hydrologic areas (significant groundwater recharge areas, highly vulnerable aquifers and significant surface water contribution areas) will require the applicant to demonstrate that hydrologic functions shall be protected, and where possible improved or restored; this new policy direction will not apply to agricultural uses, agriculture-related uses and on-farm diversified uses where the impervious surface is 10 per cent or less.
- Municipalities will collaborate with the province to identify the main parts of the agri-food network and functional and economic connections to the agri-food network shall be maintained and enhanced.

### 3.0 Summary:

These updated Provincial Plans were released two weeks ago (at time of writing) and the sections above noted the most important changes that we identified in our initial review. Our review will continue. Staff will participate in provincial training and stakeholder sessions and will continue to have discussions with member municipalities.

Achieving conformity with these Plans in the County Official Plan will be a significant effort; however, much of this work cannot begin until critical information (land budget methodology, agricultural system maps and natural heritage system maps) is released by the province.

We will provide additional reports as new information becomes available.

### Recommendation:

That the report "Provincial Plan Updates" be received for information.

Respectfully submitted,



Mark Paoli  
Manager of Policy Planning



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**TO: MAYOR AND MEMBERS OF COUNCIL  
MEETING OF JUNE 26, 2017**

**FROM: DARREN JONES  
CHIEF BUILDING OFFICIAL**

**SUBJECT: CBO 2017-09 SUBDIVISION AGREEMENT FOR  
REEVES CONSTRUCTION LIMITED  
(LUCAS SUBDIVISION)**

#### **RECOMMENDATION**

**THAT** Report CBO 2017-09 being a report on the subdivision agreement for Reeves Construction Limited (Lucas Subdivision) be received;

**AND FURTHER THAT** the Mayor and Clerk be authorized to execute the by-law to enter into the subdivision agreement with Reeves Construction Limited (Lucas Subdivision);

**AND FURTHER THAT** the Mayor and Clerk be authorized to execute the subdivision agreement with Reeves Construction Limited (Lucas Subdivision).

#### **PREVIOUS REPORTS PERTINENT TO THIS MATTER**

None.

#### **BACKGROUND**

Reeves Construction Limited is the owner of the land located In the Township of Wellington North (formerly Town of Mount Forest), County of Wellington, Province of Ontario, being composed of Part Park Lot 3, South of King Street, Part Park Lot 3 North of Albert Street, The owner has proposed a 34 lot subdivision comprised of 28 single family homes and 3 semidetached dwelling on the lands.

The applicant has satisfied staff that this proposed development will be constructed in a manner that is consistent with municipal standards and best practices. The subdivision

Agreement, attached as the schedule to By-law 048-17 in this agenda, is a condition of the major revision to draft approved plan of subdivision 23T-79087 approved by the county of Wellington on April 16, 2015.

### FINANCIAL CONSIDERATIONS

Development of this magnitude will result in significant permit fees, development charges, future water/sewer fees and property taxes for the municipality. Construction activities associated with the subdivision will also have a positive impact on the local economy.

### STRATEGIC PLAN

Do the report's recommendations advance the Strategy's implementation?

Yes

No

N/A

Which pillars does this report support?

Community Growth Plan

Community Service Review

Human Resource Plan

Corporate Communication Plan

Brand and Identity

Positive Healthy Work Environment

Strategic Partnerships

None

The Township's Strategic Plan recognized the growth opportunities that exist for Wellington North. Development of a comprehensive Subdivision Agreement between the Township and the developer is paramount to ensuring that growth happens in an orderly manner that is consistent with Council's vision and the Council endorsed municipal servicing standards.

**PREPARED BY:**

**RECOMMENDED BY:**



*Mike Givens*

**DARREN JONES  
CHIEF BUILDING OFFICIAL**

**MICHAEL GIVENS  
CHIEF ADMINISTRATIVE OFFICER**





# Communiqué



From the desk of:

May, 2017 # 043

## Fire Chief.

1. Operating and Capital Budget. **Effective immediately any purchase of over \$200.00** is required to have the Fire Chief's approval. The District Chief & Station Coordinators will be assisting me with the monitoring of the budget.
2. **Fire Chief's Gala** June 3<sup>rd</sup>, 2017. This year's Gala will support a "Safe Room" for patients who enter the Louise Marshall ER in psychiatric distress. We are hoping to raise \$45,000.
3. We continue to have issues with Guelph Fire Communications. I am in contact with the Deputy Chief in charge of communications. Mapping, accurate response locations, etc. are being addressed. Should you experience any problems or have concerns with the Guelph Fire Communication Centre, please contact your station Coordinator ASAP. One recent response location error has been addressed.
4. **REMINDER**, please use your IAM responding!! Your fellow firefighters are counting on you! We need to know who is responding. Hey folks. TRUCK IS THE COMMAND POST. The Captain is the Incident Commander. **The non-users of iam Responding are being identified. Please USE this valuable tool!**
5. Hydraulic porta-tank lifts. The tender responses are in and are being reviewed. The lifts should be installed by mid-July.
6. First ever WNFS Annual Report was presented to Council May, 23<sup>rd</sup>, 2017. Medial calls represent over 35% of our responses. We are also being cancelled before arrival more than 30% of the time. The Tiered Response agreement will be reviewed this year and changes are coming. I will be asking for your input.

***"Life is 10% what happens to us and 90% how we react to it."***

**Dennis P Kimbro**



# Communiqué



## FIRE DEATHS IN ONTARIO

Total fatal fires for the period from January 1 to May 31 for the years 2016 and 2017				
	2016		2017	
	<i>Fatal fires</i>	<i>Fatalities</i>	<i>Fatal fires</i>	<i>Fatalities</i>
Ontario fatal fires (except Federal and First Nations properties) from January 1 to May 31.	29	34	34	38
Fatal fires on Federal or First Nations properties from January 1 to May 31	1	9	1	1
Total	30	43	35	39

Respectfully;

Fire Chief

## TRAINING DIVISION

### Training Division

A new Training Committee has been formed. We have confirmed a training house in Mount Forest. The Theory and Practical sessions are being completed and will be ready soon.

**May Fire Report 2017**



# Communiqué



## **ARTHUR STATION:**

The Arthur Station responded to 4 calls for assistance during the month.

### **Practice/ Meetings:**

May 2, 2017 (17) members were present

May 9, 2017 (15) members were present

May 23, 2017 (14) members were present

May 30, 2017 (13) members were present

## **MOUNT FOREST STATION:**

The Mount Forest Station responded to 12 calls for assistance during the month.

### **Practice/ Meetings:**

May 2, 2017 (22) members were present

May 9, 2017 (16) members were present

May 23, 2017 (19) members were present

May 30, 2017 (18) members were present

Respectfully submitted by

Bill Hieber



# Communiqué



CALL TYPE	ARTHUR STATION	AREA	MOUNT FOREST STATION	AREA
Medical	1	Township(1)	8	Town (7)
				Township(1)
Illegal Burn			1	Town (1)
Vehicle Fire			1	West Grey(1)
Co/Smoke/Alarm	1	Town (1)		
Vehicle collision			1	West Grey (1)
Fire Alarm			1	Town (1)
Public Assist	1	Town (1)		
Mutual Aid	1	Grand Valley		



# Communiqué



## Fire Prevention/Public Education

### **FIRE SAFETY PRESENTATIONS**

Arthur Lions Duck Race  
St. Mary Separate School Hall Tour

### **FIRE SAFETY INSPECTIONS**

133 Wellington St. East Mount Forest  
Fries on the Side Mount Forest

### **FIRE INVESTIGATIONS**

### **FIRE SAFETY COMPLAINT INSPECTIONS**

### **FIRE SAFETY PLAN REVIEWS**

Grace Anglican Church Arthur

### **VULNERABLE OCCUPANCY FIRE DRILLS**

Saugeen Valley Nursing Centre Mount Forest

### **BURN PERMIT SITE INSPECTIONS**

8400 Sideroad 13  
8394 Line 6  
22 Oak Street, Conn  
9001 HWY 6  
9017 HWY 6  
8122 Line 6

### **BURN COMPLAINTS**



**“TEST YOURS *TODAY*”**



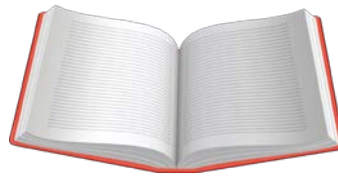
# Communiqué



Hello Everyone,

Nothing new to report at this time.

***“SAVING LIVES THROUGH EDUCATION”***



**Please have all monthly reports submitted by the 5<sup>th</sup> of each month to:**

**[fpo@wellington-north.com](mailto:fpo@wellington-north.com)**

Next communiqué will be July 9th, 2017



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**TO: MAYOR AND MEMBERS OF COUNCIL  
MEETING OF JUNE 26, 2017**

**FROM: DARREN JONES  
CHIEF BUILDING OFFICIAL**

**SUBJECT: CBO 2017-10 BUILDING PERMIT REVIEW  
PERIOD ENDING MAY 31, 2017**

**RECOMMENDATION**

THAT the Council of the Corporation of the Township of Wellington North receive Report CBO 2017-10 being the Building Permit Review for the period ending May 31, 2017.

**PREVIOUS REPORTS PERTINENT TO THIS MATTER**

1. CBO 2017-07 Building Permit Review Period Ending April 30, 2017

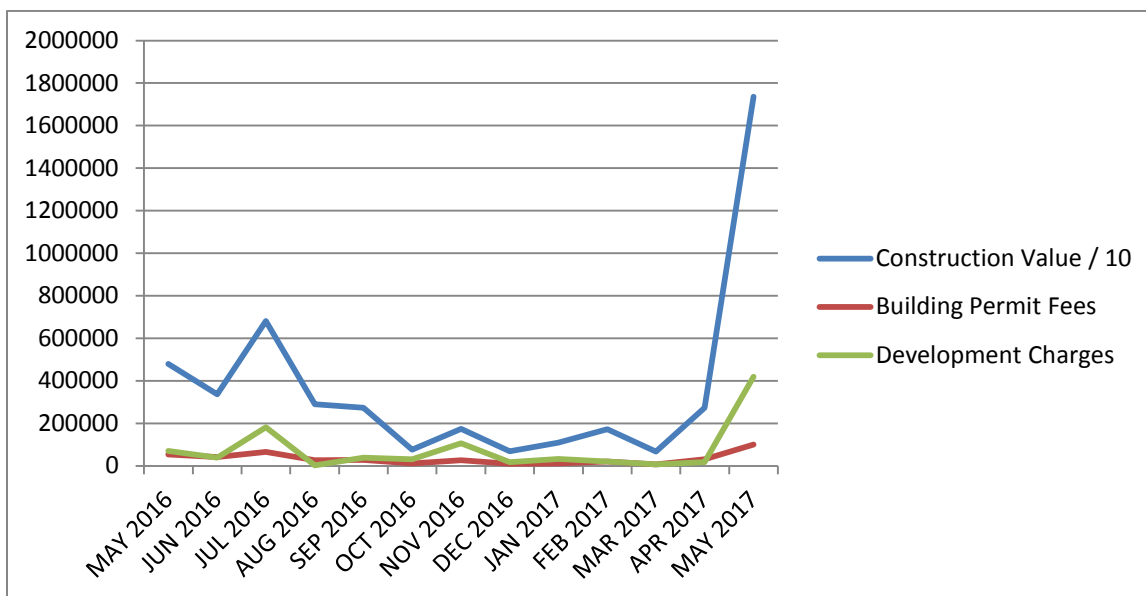
**BACKGROUND**

PROJECT DESCRIPTION	PERMITS ISSUED	CONSTRUCTION VALUE	PERMIT FEES	DEV. CHARGES
Single Family Dwelling	6	1,878,750.00	12,705.23	50,260.00
Multi Family Dwelling	0	0.00	0.00	0.00
Additions / Renovations	2	200,000.00	1,318.79	0.00
Garages / Sheds	4	185,000.00	2,371.84	0.00
Pool Enclosures / Decks	5	69,600.00	850.27	0.00
Commercial	4	367,500.00	1,160.36	0.00
Assembly	1	2,000.00	127.00	0.00
Industrial	1	100,000.00	2,250.00	4,290.00

Institutional	4	13,184,500.00	66,746.49	364,249.77
Agricultural	6	1,323,000.00	12,178.24	0.00
Sewage System	2	37,000.00	1,018.00	0.00
Demolition	3	11,000.00	381.00	0.00

Total May 2017	38	17,358,350.00	101,107.22	418,799.77
Total Year to Date	90	23,588,850.00	172,650.02	496,415.81

12 Month Average	20	3,549,637.50	31,953.61	76,173.22
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10 Year Monthly Average	31	3,609,490.00	36,627.61	77,822.90
10 Year, Year to Date Average	82	9,052,048.90	87,589.44	139,374.78

**FINANCIAL CONSIDERATIONS**

None.

**STRATEGIC PLAN**

This report does not directly relate to the implementation of the Township of Wellington North Strategic Plan.

Do the report's recommendations advance the Strategy's implementation?

- Yes
  No
  N/A



Which pillars does this report support?

- Community Growth Plan
- Human Resource Plan
- Brand and Identity
- Strategic Partnerships
- Community Service Review
- Corporate Communication Plan
- Positive Healthy Work Environment
- None

<b>PREPARED BY:</b>	<b>RECOMMENDED BY:</b>
---------------------	------------------------



*Mike Givens*

<b>DARREN JONES</b> <b>CHIEF BUILDING OFFICIAL</b>	<b>MICHAEL GIVENS</b> <b>CHIEF ADMINISTRATIVE OFFICER</b>
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Plan to  
Simply Explore.  
[www.simplyexplore.ca](http://www.simplyexplore.ca)

**TO: MAYOR AND MEMBERS OF COUNCIL  
MEETING OF JUNE 26, 2017**

**FROM: KIMBERLY HENDERSON, TREASURER**

**SUBJECT: REPORT TR2017-010 BEING A REPORT ON THE ASSESSMENT  
REVIEW BOARD (ARB): NEW RULES AND PRACTICES FOR  
PROCESSING APPEALS IN THE 2017-2020 ASSESSMENT CYCLE**

**THAT** Report TR2017-010 being a report on the Assessment Review Board (ARB):  
New rules and Practices for Processing Appeals in the 2017-2020 Assessment Cycle  
be received for information;

**AND THAT** the Council of Wellington North direct staff to prepare the necessary by-  
laws delegating the rights, responsibilities, powers and duties related to assessment to  
the County;

**AND THAT** the Assessment Base Management Coordinator or designate and the  
County Treasurer be named as the appeal representative and complaints  
representative respectively on behalf of the County and member municipalities.

#### **PREVIOUS REPORTS PERTINENT TO THIS MATTER**

N/A

#### **BACKGROUND**

The purpose of this report is to provide Council with an update on some major changes to the rules of practice and procedure related to the Assessment Review Board (ARB) and assessment appeals in Ontario. These changes are being brought forward by the ARB and the information shared herein has been taken from a presentation received by County staff at a recent OMTRA conference in London. The new rules came into effect April 1, 2017 and pertain only to appeals in the 2017-2020 assessment cycle.

#### **Reassessment and the Motives for Change**

To prepare for the new assessment cycle, the ARB held extensive stakeholder consultation to develop an efficient dispute resolution system. These changes will ensure that the ARB maintains a fair, modern and efficient adjudicative tribunal

approach. The Board intends to resolve 100% of its current and new caseload within the next four-year cycle ending March 31, 2021.

**Schedule A** outlines some of the primary problems that were contributing to the backlog in hearing and settling disputes in previous cycles, as well as the rules that were added or revised to ensure these problems no longer hinder the appeal process moving forward. Municipal requirements are outlined to ensure they are prepared to deal with the numerous procedural changes.

A summary of the main issues are as follows:

1. Municipalities were not being served with information exchanged between other parties
2. Difficulty in identifying when a municipality is actively participating in an appeal
3. Inconsistent practice in what information parties provide to each other, and when they provide it
4. Excessive adjournments: non-compliance with the Board's procedural orders
5. Excessive adjournments: setting hearing dates before the parties have completed disclosure and attempted to negotiate a settlement
6. Direct to Hearing Dockets collapsing due to last minute settlements
7. Municipalities have not had sufficient input into prioritizing early hearings of 'sensitive properties'
8. Representatives who participate in mediation do not have full binding authority
9. Delays in producing, executing and filing Minutes of Settlement (MOS)

### **Implications for the County and Member Municipalities**

In order to rectify the main problems listed above, municipalities will be required to:

1. Confirm to the Board who the representative is on an appeal and provide the contact email address
2. File a Statement of Response (SOR) if it wishes to participate in the proceeding
3. Fully disclose information:
  - a. It knows is relevant
  - b. Believes the other parties do not have in their possession
4. Comply with all due dates outlined in the Schedule of Events. The Board will not accept New Documents or New Issues once the disclosure period has passed
5. Schedule and complete a mandatory settlement meeting to attempt to resolve the appeal among themselves
6. Disclose within 4 weeks. Following that there will be 8 weeks in which parties are required to meet to attempt settlement (Direct to Hearing Dockets will not affect the County and the member municipalities for the most part as these are typically low value properties and/or residential)
7. Identify a list of properties they wish to be addressed earlier rather than later in the cycle. The list must be submitted to the Board and the parties, so the municipality's priority preferences can be considered when appeals are scheduled
8. Authorize its representative to accept settlement offers (i.e. binding authority\*)
9. Provide, review and execute Minutes of Settlement by the due date in the Schedule of Event (waivers have been eliminated)

## Schedule of Events

**Schedule B** outlines the timeline that all parties of an appeal need to adhere to in order to remain involved in the proceedings. Failure to comply could result in consequences deemed appropriate by the Board. For example, Rule #39 states: *“If a party does not file a statement of response by the date specified in the Schedule of Events, that party is deemed not to oppose any future settlement in the proceeding.”*

Each appeal will be assigned a commencement date by the Board. Once the commencement date is assigned and communicated to each party of the appeal, the schedule of events begins. MPAC, the County and member municipalities, in the majority of the cases, will be responding parties to the appeal. The tax payer and/or tax agent representing them will be the appellants (or complainants).

The County and member municipalities may wish to utilize consulting firms as expert witnesses and legal counsel as representation for appeals of large value or where a significant amount of the assessment base is at risk.

## Managing Caseloads and Scheduling of Events

The ARB reports that 80% of appeals filed within an assessment cycle are filed in year one. In order to manage this volume, the ARB will be working to distribute the caseload evenly over the four year cycle.

**Schedule C** is an information sheet sent from the Board that summarizes the tasks that are required of municipalities at the present time. In relation to priority properties, each municipality is required to identify which cases they deem ‘sensitive’ in nature and wish to have scheduled earlier in the cycle. For example, those properties with the largest assessment value at risk, it may be in the best interest of the County, member municipality and taxpayers to have any potential reduction and refund affect only one tax year and not carry over into two or three appeal years. Submissions must be made by September 1, 2017 in order to be considered by the Board.

The Municipality’s priority list will be provided to the other parties, and considered by the Board when setting the commencement date for each case along with the subsequent schedule of events to all parties. The schedule of events must be adhered to or parties risk losing any standing throughout the remainder of the proceeding.

## Appointing Representatives for the County and Member Municipalities

**Schedule C** also outlines that it is now a requirement for municipalities to have an appointed appeal representative and a complaints representative in relation to all proceedings.

The appeal representative will be the main contact for the Board, MPAC, property owners, tax agents, and any other parties to an appeal. They will receive all disclosure documents, statement of issues (SOI) and respond to the statement of issues (RSOI) on behalf of the County and member municipalities. The appeal representative will work closely with all parties to the appeal, external consultants, legal counsel as well as internal staff regarding evidence that may be pertinent to any

particular case. They will attend building inspections, settlement meetings, mediations and settlement conferences. That being said, the appeal representative can be changed at any time if the Board and other parties are given notice of the change. For example, in cases where the proceedings become such that legal counsel is required, a lawyer may become the appeal representative for that particular case.

In the past, excessive adjournments and motions had been filed due to parties not being prepared or because they had not received critical documents. The complaints representatives' role would be to help alleviate these issues. They will be available to receive and investigate complaints from other parties regarding the conduct of the Municipality's appeal representative with a view to resolve the complaints from other parties regarding the conduct of Municipality's appeal representative with a view to resolve the complaints within 1 to 2 days, without the Board's involvement.

In keeping in line with the Assessment Base Management (ABM) programme, the County has recommended that the Assessment Base Management Coordinator or designate (when necessary) be appointed the appeal representative and that the County Treasurer be appointed the complaints representative, both of whom will act on behalf of the County and member municipalities regarding all appeals.

Township By-law 050-17, as drafted by the County, delegates the rights, responsibilities, powers and duties related to assessment from the Township of Wellington North to the County of Wellington.

### **Benefits to the Member Municipalities**

Delegation to the County to act as representation on behalf of all member municipalities brings many benefits:

- Member municipalities no longer need to track the progress and status of each appeal
- They are not required to be present at settlement meetings and/or hearing events
- They do not need to read any statement of issues or prepare a response to the statement of issues
- They do not need to attend building inspections
- They can be confident that all appeals within the thresholds identified in the ABM standard operating procedures are being looked at and defended by the County

The main objective of the ABM programme is to ensure the assessment base is correct, fair and protected from potential loss. With the County taking an active role in the appeal process, we are furthering the likelihood that we can meet this goal.

<b>FINANCIAL CONSIDERATIONS</b>
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N/A

<b>STRATEGIC PLAN</b>
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Do the report’s recommendations advance the Strategy’s implementation?

X Yes                                       No                                       N/A

Which pillars does this report support?

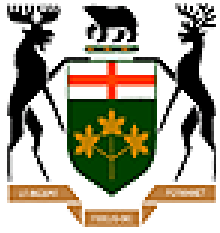
- Community Growth Plan
- Human Resource Plan
- Brand and Identity
- X Strategic Partnerships
- Community Service Review
- Corporate Communication Plan
- Positive Healthy Work Environment

<b>PREPARED BY:</b>	<b>RECOMMENDED BY:</b>
---------------------	------------------------

*Kimberly Henderson*

*Michael Givens, CAO*

<b>KIMBERLY HENDERSON TREASURER</b>	<b>MICHAEL GIVENS CHIEF ADMINISTRATIVE OFFICER</b>
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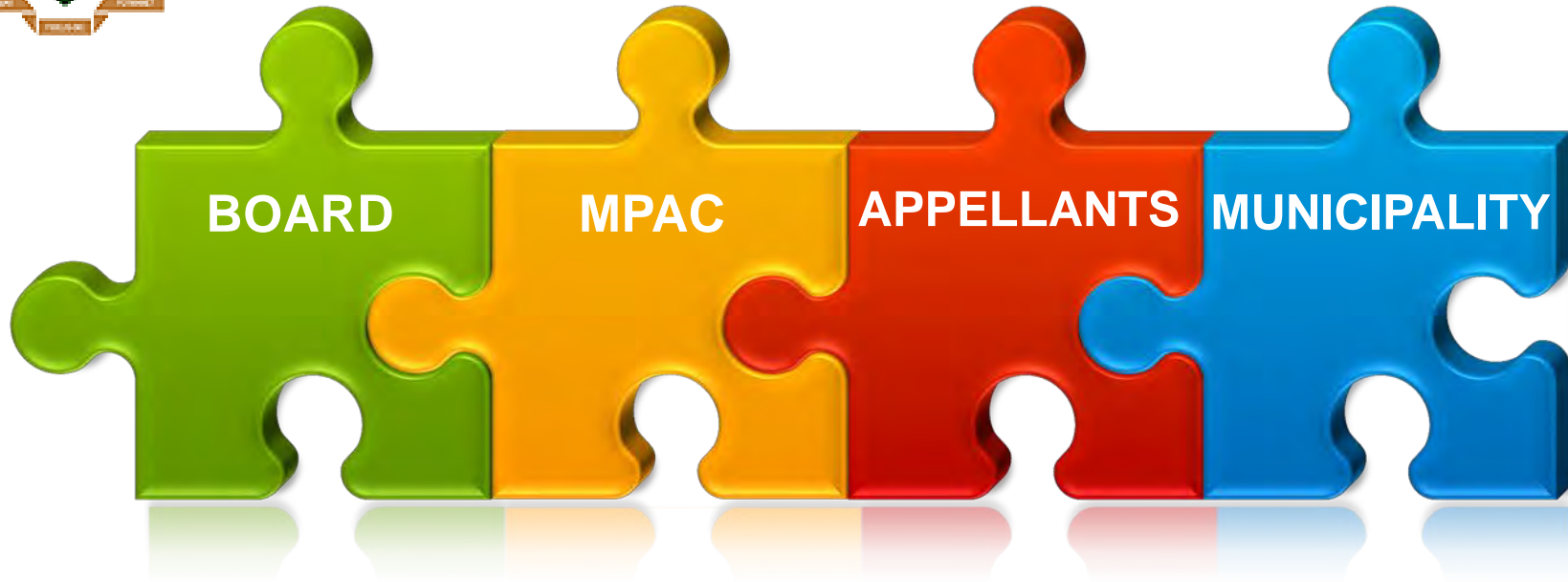
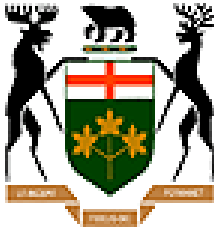


# **Assessment Review Board Resolving Appeals in the 2017-2020 Assessment Cycle**

**Presentation to the OMTRA**

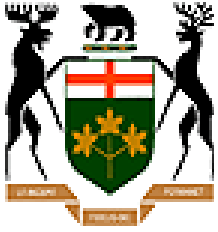
**London, Ontario**

**April 10, 2017**



- We are each a component of one system
- Majority of the work in preparing an appeal for hearing is done by the parties
- However, the Board plays a strategic role in providing leadership to ensure that appeals are completed, and that they are completed *efficiently and on time.*

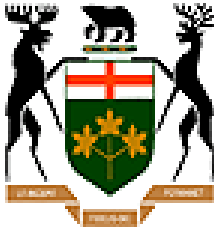




# INTRODUCTION

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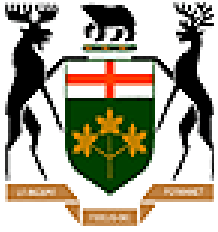
- 2015- 2016 -Extensive stakeholder consultation to obtain consensus on how appeals will be heard in the 2017-2020 cycle
- Late 2017 – Draft Rules posted for comments
- **April 1, 2017** – new Rules in effect and are posted on the ARB’s website.
- The Rules are supported by administrative policies and procedures. Work in developing these is on-going.



# PURPOSE OF THIS PRESENTATION

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- To review *some* of the important changes in the Rules, as they effect Municipalities
  - Why are the Rules important? How should you use them?
  - Structure of presentation:
    - Describe a problem with practice in previous cycles
    - Describe the new Rule that addresses this problem
    - Describe what the new Rule requires of the Municipality
    - Ask you to think what type of administrative changes in your organization are necessary to meet these requirements



# PROBLEM 1

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## **PROBLEM:**

*Municipalities were not being served with information exchanged between other parties.*

## **RULES:**

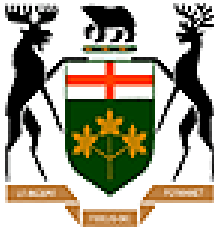
- Rule 27(d) – documents may be served by e-mail
- Rule 36 – documents to be filed with the Board must be filed electronically

## **WHAT IS REQUIRED OF THE MUNICIPALITY:**

- Need to confirm to the Board who is your representative on an appeal, and provide the contact email address.

## **ORGANIZATIONAL CHANGE:**

- Need to identify who will review all appeals, confirm who will be the representative, and provide name and email contact info to the Board.



# PROBLEM 2

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## PROBLEM:

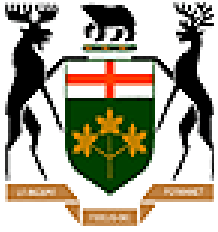
*Difficulty in identifying when a Municipality is actively participating in an appeal. Inconsistent use of the term “waiver”.*

## RULES:

- Rule 34 – Schedule of Events - see Schedules A and B to the Rules
- Rule 39 – if a party does not file a statement of response by the date specified in the Schedule of Events, that party *is deemed not to oppose any future settlement in the proceeding.*

## WHAT IS REQUIRED OF THE MUNICIPALITY:

- As the use of waivers is eliminated, the Municipality must file statement of response if it wishes to participate in the proceeding.

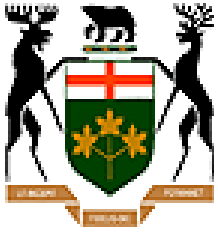


## PROBLEM 2 (continued)

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### ORGANIZATIONAL CHANGE:

- You will need to implement an organization structure to identify “up front” those appeals for which the Municipality wishes to be an active party.



# PROBLEM 3

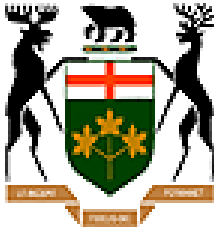
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## PROBLEM:

*In working on appeals, there is inconsistent practice in what information parties provide to each other, and when they provide it.*

## RULES:

- Rule 45 – Disclosure - All parties must provide all *relevant* documents in their possession, control or power to all other parties in the proceeding, except for privileged documents.
- Rule 46 – disclosure of a document is not an admission of its relevance or admissibility.
- Rule 34 – Schedule of Events - see Schedules A and B to the Rules
- Rule 5 – Proportionality: Rules shall be applied in a manner proportionate to the importance and complexity of the issues in a proceeding and with a view to resolving appeals within the four year cycle.

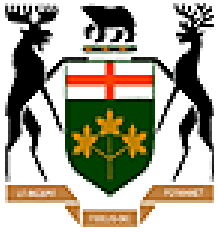


# PROBLEM 3 (continued)

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## WHAT IS REQUIRED OF THE MUNICIPALITY:

- A Municipality is required to provide to disclosure.
- The challenge for a municipality is that relevant information may be housed in different departments.
- We also do not want to parties to duplicate disclosure if either MPAC has it, or an Appellant has it. (Proportionality)
- Current proposal for further stakeholder consideration is that a Municipality will be required only to respond to written requests for disclosure from the other parties. This does not displace a Municipality's obligation to disclose information: (i) it knows is relevant; and (ii) it believes the other parties do not have in their possession



## PROBLEM 3 (continued)

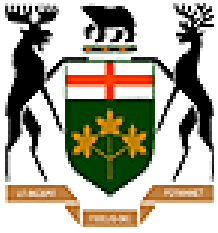
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- When in doubt whether a document is relevant, you should provide it. Rule 46 ensures that you can argue the issue of relevancy if the matter goes to a hearing

### **ORGANIZATIONAL CHANGE:**

- You will need to implement an organizational structure to enable your representative to respond to requests for disclosure on a timely basis.





# PROBLEM 4

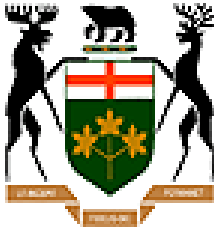
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## PROBLEM:

*Excessive Adjournments – non-compliance with the Board’s procedural orders*

## RULES:

- **Rule 48 –No New Documents:** A document, including an expert report, will only be admitted into evidence at a hearing event if it has been disclosed, and filed with the Board, in accordance with these Rules, unless the Board determines that there are exceptional circumstances.
- **Rule 49 –No New Issues:** An issue can only be raised at a hearing event if it has been set out in the statements of issue and response which have been served, and filed with the Board in accordance with these Rules, unless the Board determines that there are exceptional circumstances.
- **Rule 82 – Dates Fixed:** After the day set in Rule 33 as the start of a proceeding the Board will not alter any timeline set out in the schedule of events, other than in exceptional circumstances.



# PROBLEM 4 (continued)

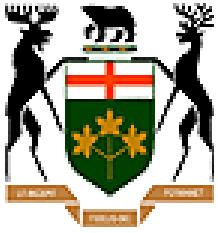
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## WHAT IS REQUIRED OF THE MUNICIPALITY:

- Note this requirement applies to all parties not just the municipality
- In summary, the consequence of not complying with the due dates in the Schedule of Events, is that you won't be able to submit new documents or issues at the hearing.
- So you have to complete the required work *on time*.

## ORGANIZATIONAL CHANGE:

- You will need to review your current organizational structure, to ensure that municipal staff and any external legal representatives will meet the due dates under the Schedule of Events.



# PROBLEM 5

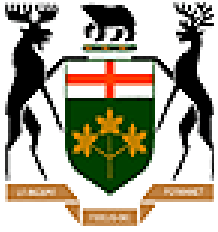
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## PROBLEM:

*Excessive Adjournments – setting hearing dates before the parties have completed disclosure and attempted to negotiate a settlement*

## RULES:

- Rule 34 – Schedule of Events: Events:
  - All parties are required to schedule and complete a mandatory settlement meeting to attempt to resolve the appeal among themselves, and then ...
  - Advise the Board if the appeals are settled, and if not, whether they wish to schedule a settlement conference or a mediation
- The main point is that a hearing will not be scheduled unless and until we know that a hearing is in fact required:
  - All disclosure had been completed
  - The parties have been unable to settle among themselves
  - The parties have participated in ADR



# PROBLEM 5 (continued)

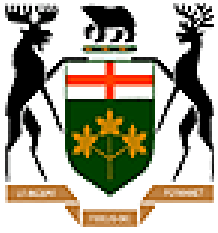
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## WHAT IS REQUIRED OF THE MUNICIPALITY:

- Where a Municipality has filed a Notice of Response on an appeal, the Municipality must be prepared to meet the due dates set out in the Schedule of Events
- So you have to complete the required work *on time*.

## ORGANIZATIONAL CHANGE:

- You will need to review your current organizational structure, to ensure that you have the resources in place to meet the due dates under the Schedule of Events.



# PROBLEM 6

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## PROBLEM:

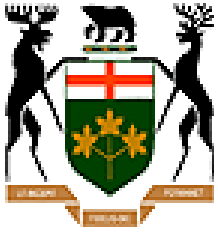
*Direct to Hearing Dockets collapsing due to last minute settlements*

## RULES:

- Rule 34 – Schedule of Events: Schedule B – summary proceedings.

### Changes:

- Under the old system, based on property value, now based on a list of property codes, and it includes Municipal Act appeals (except if there is a more complex Assessment Act appeal).
- Under the old system disclosure was required 21 days prior to the scheduled hearing date. Under the new system:
  - Disclosure within 4 weeks,
  - Following that, you have 8 weeks in which you are required to meet to attempt settlement.
  - If they can't settle, contact the Board and request a hearing.
  - The Board will then assign a specific hearing date and time.



# PROBLEM 6 (continued)

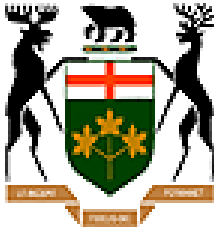
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## WHAT IS REQUIRED OF THE MUNICIPALITY:

- Compliance with the due dates set out in the Schedule of Events

## ORGANIZATIONAL CHANGE:

- There may not be any significant change to your current organizational structure.
- The intent of the new rules is to ensure that only those appeals that can't be settled will be assign a hearing date. So you need to be prepared for a hearing once scheduled. Adjournments will only be granted in exceptional circumstances.
- Note: the default will be hearing by teleconference unless the parties request and receive approval for an in-person hearing.



# PROBLEM 7

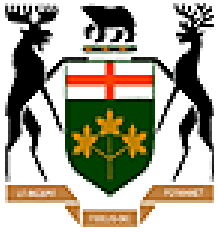
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## PROBLEM:

*Municipalities have not had sufficient input into prioritizing early hearings of “sensitive properties”*

## RULES:

- Rule 34 –Schedule of Events
- Administrative Practice: The Board will *consider* municipal priorities when assigning commencement days for property appeals.



# PROBLEM 7 (continued)

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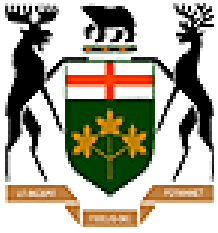
## WHAT IS REQUIRED OF THE MUNICIPALITY:

- Municipality must, at the beginning of the assessment cycle, review the properties under appeal and identify a list of properties which the Municipality wants to be addressed earlier rather than later in the cycle.
- This list must then be submitted to the Board and the parties, so the Municipality's priority preferences can be considered when appeals are scheduled.

## ORGANIZATIONAL CHANGE:

- This is a new process, so the Municipality will have to implement the organizational structure to meet the requirements. If a Municipality fails to provide their list, then the Board will proceed to schedule the appeals without it. Once set, the Commencement Day and Schedule of Events probably will not be changed.





# PROBLEM 8

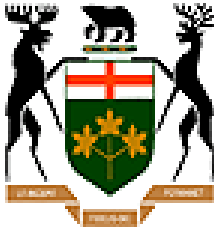
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## PROBLEM:

*Representatives who participate in mediation do not have full binding authority*

## RULES:

- Rule 87 – Authority to Bind:
  - A party, or a person with authority to settle on the party’s behalf, must be present at the mediation, unless the Board directs otherwise.
- Authority to Bind must full, not limited. Examples of limited authority:
  - Before agreeing to a settlement representative at mediation must seek approval of any settlement offer from a “manager” who has not participated in the mediation.
  - A representative is given authority to settle only within a specified range.
- Note: Rule 57 – Settlement Conferences – parties must also have full binding authority



# PROBLEM 8 (continued)

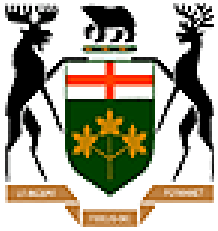
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## WHAT IS REQUIRED OF THE MUNICIPALITY:

- To participate in mediation, the Municipality must authorize its representative make and accept settlement offers.

## ORGANIZATIONAL CHANGE:

- The Municipality will have to implement a protocol to the organizational structure to meet the requirements. It will no longer be proper, for example, to stipulate that a manager or Council approval is required before an settlement can be accepted.



# PROBLEM 9

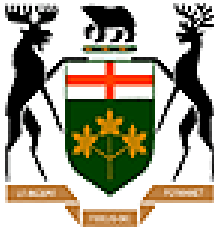
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## PROBLEM:

*Delays in producing, executing and filing Minutes of Settlement*

## RULES:

- Rule 69 – Schedule for completing Minutes of Settlement:
  - MPAC has 60 days to produce the Draft Minutes of Settlement
  - The other parties have 30 days to review, execute, and return them to MPAC
  - MPAC then has 7 days to file them with the Board.
- This time schedule begins on the date the parties advise the Board that an appeal is settled.
- Rule 70 – Decision to Issue:
  - The Board can proceed to issue a decision if all parties but one have signed the minutes of settlement.
  - Purpose of this Rule is to allow the Board to issue a decision where one of the parties fails to respond, or does not to oppose the settlement, but does not wish to be seen to agree with it.



# PROBLEM 9 (continued)

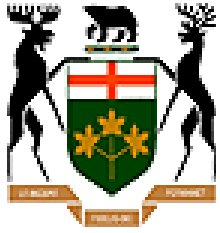
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## WHAT IS REQUIRED OF THE MUNICIPALITY:

- The Municipality must provide review and execute the Minutes of Settlement by the due date in the schedule.
- The use of waivers had been eliminated.

## ORGANIZATIONAL CHANGE:

- The Municipality will have to implement a protocol to the organizational structure to comply with the due date for filing minutes of settlement.
- This may appear to be straight forward exercise, but may raise administrative challenges for those Municipalities that are party to a large volume of appeals.

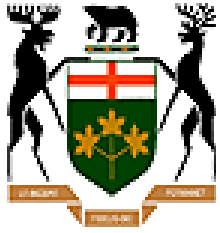


# AMAC

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## APPEALS MANAGEMENT ADVISORY COMMITTEE

- The Board has engaged in extensive consultation with stakeholders from the Municipal, MPAC, and Appellant Representative sectors, who agree that regular consultation should continue.
- AMAC will be a permanent committee.
- Its purpose is to act in an advisory capacity to assist the Board in refining its administrative protocols for assigning when appeals will be processed in the four year cycle.
- AMAC will not participate in the Board's decision's in assigning appeals. This function is reserved to the Board alone.
- AMAC will also act in an advisory capacity to assist the Board in responding to any broader system problems that may arise with the implementation of the new system.

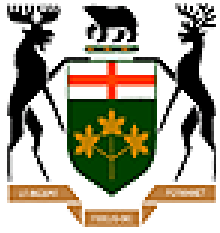


# AMAC

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## APPEALS MANAGEMENT ADVISORY COMMITTEE

- Our stakeholders agree that AMAC's membership will be:
  - BOARD: Associate Chair or designate
  - MUNICIPALITIES: 1 member who will be an Member of OMTRA's Executive Officers
  - APPELLANTS' REPRESENTATIVES: 1 member appointed with consensus of the larger representative firms.
- The Board has implemented a stakeholder working group to assist the Board in designing its protocols for assigned appeals within the cycle.
- The work in designing these protocols is on-going.



# ON-GOING RULES REVIEW

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- The Board has committed to on-going consultation with stakeholders to monitor the effectiveness of the Rules, and will conduct a formal consultation and review of the Rules mid-cycle.

THANK YOU

ENVIRONMENT AND LAND TRIBUNALS ONTARIO



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**RULES OF PRACTICE AND PROCEDURE**  
**of the**  
**Assessment Review Board**

(made under section 25.1 of the Statutory Powers Procedure Act)

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*Effective: April 1, 2017*



**SCHEDULE A – Schedule of Events for General Proceedings**

<b>Weeks following Commencement Day</b>	<b>Event</b>	<b>Time period to complete event</b>
Weeks 1 to 4	MPAC provides initial disclosure to all other parties	4 weeks
Week 5	All other parties must request any additional disclosure from MPAC	1 week
Week 6	MPAC to advise other parties if it disputes a request for disclosure	1 week
Weeks 7 to 9	Motion for Disclosure completed (if required); MPAC provides any additional required disclosure	3 weeks
Weeks 10 to 21	Each Appellant provides its disclosure and Statement of Issues to all other parties	12 weeks
Weeks 22 to 24	Each party who responds to the Appellant(s) to advise if an inspection or any additional disclosure is requested	3 weeks
Weeks 25 to 29	Any objection regarding a request for an inspection or a request for additional disclosure is to be resolved by motion.	5 weeks
Weeks 30 to 34	Where an inspection or additional disclosure is required, these are to be completed.	5 weeks
Weeks 35 to 46	Each party who responds to the Appellant(s) is to provide its Statement of Response and any additional supporting disclosure.	12 weeks
Weeks 47 to 50	Each Appellant to provide its statement of reply and any additional disclosure to support of its reply to all other parties	4 weeks

<b>Weeks following Commencement Day</b>	<b>Event</b>	<b>Time period to complete event</b>
Weeks 51 to 62	<p>All parties are required to schedule and complete a mandatory settlement meeting to attempt to resolve the appeal among themselves.</p> <p><i>If the appeal is resolved</i>, MPAC (or the Municipality, if MPAC is not a party to the appeal), must, on behalf of all parties, also:</p> <ol style="list-style-type: none"> <li>i. advise the Board in writing that the appeal is being withdrawn or will be resolved through minutes of settlement; and</li> <li>ii. advise the Board if the parties request an extension of the due date specified in the Board's Rules for filing minutes of settlement with the Board</li> </ol> <p><i>If the appeal is not resolved</i>, MPAC (or the Municipality, if MPAC is not a party to the appeal), on behalf of all parties, must also:</p> <ol style="list-style-type: none"> <li>i. advise the Board in writing that the appeal has not been resolved, and</li> <li>ii. advise the Board whether any of the parties intend to obtain any additional expert reports before the Board schedules a settlement conference or mediation;</li> </ol>	12 weeks
Weeks 63 to 66	<p><i>If the appeal is not resolved</i>, and none of the parties intend to obtain any additional expert reports, each party shall file with the Board:</p> <ul style="list-style-type: none"> <li>• its SOI, SOR, and Reply (as the</li> </ul>	4 weeks

Weeks following Commencement Day	Event	Time period to complete event
	<p>case may be);</p> <ul style="list-style-type: none"> <li>• all documentary evidence, witness statements and expert reports on which the party intends to rely if the matter proceeds to mediation or a hearing; and</li> <li>• its Settlement Conference Brief.</li> <li>• On the consent the parties, the parties may submit a request in writing to the Board to conduct a mediation before the Settlement Conference. If the appeal is not resolved at the mediation, the mediator will then immediately proceed to conduct the Settlement Conference.</li> </ul>	
Weeks 63 to 78	<p><i>If the appeal is not resolved, and any of the parties intend to obtain any additional expert reports:</i></p> <ol style="list-style-type: none"> <li>1. Each Appellant must serve on all other parties any expert reports on which the Appellant intends to rely at the hearing, as well as any amendment to the Appellant's Statement of Issues to address any additional evidence or issues raised in an expert's report;</li> </ol>	16 weeks
Weeks 79 to 95	<ol style="list-style-type: none"> <li>2. Each Responding Party must then serve on all other parties any expert reports on which the Responding Party intends to rely at the hearing, as well as any amendment to the Responding Party's Statement of Response to address any additional evidence or issues raised in an</li> </ol>	16 weeks

Weeks following Commencement Day	Event	Time period to complete event
Weeks 96 to 102	<p>expert's report;</p> <p>3. Each Appellant must then provide any supplementary reports by its experts in reply to any expert reports served by a Responding Party.</p>	6 weeks
Weeks 103 to 106	<p>4. If, after the completion of the additional exchange of expert reports, the Parties are still unable to resolve the appeal, each party shall file with the Board:</p> <ul style="list-style-type: none"> <li>i. its amended SOI, SOR, and Reply (as the case may be);</li> <li>ii. all documentary evidence, witness statements and expert reports on which the party intends to rely if the matter proceeds to mediation or a hearing; and</li> <li>iii. its Settlement Conference Brief.</li> <li>iv. On the consent the parties, the parties may submit a request in writing to the Board to conduct a mediation before the Settlement Conference. If the appeal is not resolved at the mediation, the mediator will then immediately proceed to conduct the Settlement Conference.</li> </ul>	4 weeks

Where required, the Board schedules and conducts a Settlement Conference. The Board will then:

- i. Provide directions to schedule and conduct a mediation if mediation has not already occurred; or
- ii. Provide directions to schedule and conduct a hearing.

Where the Board has scheduled a hearing, the Board will then conduct the hearing and issue a decision.



# ASSESSMENT REVIEW BOARD NEW RULES AND PRACTICES FOR PROCESSING APPEALS IN THE 2017 TO 2020 ASSESSEMENT CYCLE

## INFORMATION SHEET IMPORTANT REQUIREMENTS FOR MUNICIPALITIES

### INTRODUCTION

The Assessment Review issued new Rules of Practice and Procedure effective April 1, 2017. These Rules were developed in consultation with Board stakeholders, which included representatives from both small and large Municipalities, and members of the executive of OMTRA.

The purpose of this Information Sheet is to alert Municipalities to some of the important practice changes and new administrative requirements that will affect Municipalities.

Municipal Associations (AMO, OMAA, MFOA, AMCTO, OMTRA) have advised the Board that they are developing a shared education strategy for Municipalities regarding the ARB's new Rules of Practice and Procedure. Their objective is to collaboratively develop and deliver a comprehensive suite of information and educational materials that clearly define the roles, responsibilities, available tools and information protocols for Municipalities as part of Ontario's assessment appeal process.

### REQUIREMENTS THAT A MUNICIPALITY MUST CURRENTLY ADDRESS

- 1. Provide the Board with a list of properties that the Municipality would prefer be heard earlier rather than later in the current assessment cycle (2017-2020).**

Municipal stakeholders have identified that a Municipality may prefer that appeals respecting "sensitive" properties be heard earlier rather than later in the assessment cycle.

Municipalities may develop their own criteria to determine what they consider to be a "sensitive" property. The Board has not specified a limit on the number of properties that can be identified. However, the Board requests that Municipalities provide the Board with a "short list" of its top priority properties. MPAC and Municipal Associations have advised the Board that they will provide assistance to Municipalities to help them in this process.

Under the new Rules, the Board will assign a "Commencement Day" for each appeal, which is the day on which the parties to that appeal must begin working on it. To help everyone manage their resources effectively, it is the Board's intention to evenly distribute the processing of appeals over the four year cycle. (For example, if the Board receives 48,000 new appeals to be scheduled over 48 months, this means that the Board would schedule 1,000 appeals to start each month.) Once a Commencement Date is set, the work on the appeal starts and it proceeds through the steps (or "Schedule of Events") outlined in the Board's Rules. This is a robust and rigid schedule that must be complied with by the parties.

At the beginning of this current assessment cycle, the Board will engage in administrative meetings with the parties to decide when the processing of each appeal will commence within the current four year cycle. *It is imperative that, early in the current assessment cycle, each Municipality provide the Board with its list of “sensitive” properties, so that the Board can consider a Municipality’s preferences when scheduling appeals.* Please note that, while the Board will attempt to accommodate a Municipality’s preference, there are a number of factors to be considered in determining when an appeal will be scheduled. The final determination regarding scheduling remains with the Board.

The Board will set a due date for Municipalities to file their list of sensitive properties with the Board. The Board currently anticipates that the due date will be September 1, 2017, but will consult with Municipal stakeholders before confirming the due date. The Board cannot guarantee that submissions filed after the due date will be considered.

**What the Municipality is required to do right now:**

**Each Municipality must immediately commence their review of the properties under appeal before the Board (both new appeals filed in respect of the current cycle, and outstanding appeals from previous cycles that have not yet been scheduled to a hearing), to prepare its priority list of sensitive properties.**

**2. Provide the Board with the contact information for the Municipality’s appeal representative.**

The Board’s new Rules introduce the following important changes:

- The past administrative practice of using “waivers” to identify if a Municipality wishes to actively participate in appeal, has been eliminated. Instead, for each appeal proceeding, a Municipality must file a Statement of Response if it wishes to actively participate in an appeal. If a Municipality does not file a response, it is deemed not to oppose any settlement between the other parties to the appeal.
- Other parties will be required to serve the Municipality with all disclosure, Statements of Issue, Statement of Response, and Reply.
- Service of documents on other parties by email is permitted. All documents to be filed with the Board must be filed electronically.

Stakeholders have complained that, in the past, they have had difficulty identifying the legal representatives of other parties. In communicating with a Municipality, the Board’s default contact is the Clerk of the Municipality. However, the Board’s stakeholder’s have advised that, in some cases, communications would not be forwarded from the Clerk’s office to the legal representative who the Municipality has assigned to manage the appeal.

In light of the above, it is imperative that the Board and other parties know who the Municipality’s appeal representative will be. The Board will show this person as the legal representative for all

appeals before the Board. However, please note that the Board understands that a Municipality may subsequently wish to assign a different legal representative to take carriage of a particular appeal. In such cases, the Municipality may change its legal representative, provided that the Municipality first notifies the Board and all other parties of its change of representative.

As the Board may need to communicate with a Municipality regarding the scheduling of appeals, each Municipality must provide the contact information for its appeal representative to the Board by July 1, 2017. If a Municipality fails to provide this information by this date, the Board will assume the appeal representative is the Clerk of the Municipality, until such time as the Municipality advises the Board otherwise.

**What the Municipality is required to do right now:**

**By July 1, 2017, each Municipality must identify who its appeal representative will be, and e-mail the Board ([arb.registrar@ontario.ca](mailto:arb.registrar@ontario.ca) \*) with the appeal representative's name, e-mail address, business phone number, fax number and mailing address.**

[\* in RE: line of your email please state "Municipal Appeal Representative" followed by the name of your municipality ]

**3. Identify and provide the Board with the contact information for the Municipality's "complaints representative".**

A Municipality's "complaints representative" is a person designated by the Municipality to receive and investigate a complaint from other parties to an appeal regarding the conduct of its legal representative, with a view to resolving the complaint within one or two days.

The rationale for requiring a complaints representative is as follows. The Board's stakeholders have identified that they have experienced difficulties with legal representatives failing to respond to communications from other parties. In order to avoid costly and time consuming motions before the Board to address such problems, the Board's stakeholders have agreed that MPAC, appellant representative firms, and Municipalities, should each identify one person within their organization to receive and investigate, and (hopefully) resolve any complaints, before Board intervention is required.

As the complaints representative will be reviewing the conduct of its legal representative, the complaints representative should be a different person than its legal representative.

**What the Municipality is required to do right now:**

**By July 1, 2017, each Municipality must immediately identify who its complaints representative will be, and email the Board ([arb.registrar@ontario.ca](mailto:arb.registrar@ontario.ca) \*) with the legal representative's name, e-mail address, business phone number, fax number and mailing address.**

[\* in RE: line of your email please state "Municipal Complaints Representative" followed by the name of your municipality ]



## SUMMARY

The intent of the changes introduced in the Board's new Rules and administrative practices is to promote fairness (which includes efficiency), to ensure that processing of all appeals is commenced within the four year cycle and that all appeals are completed on a timely basis.

The initiatives described above are just some of the changes introduced in the Board's new process. The Municipal Associations have advised the Board that their shared education strategy will also provide further education and communications regarding other important changes.

These changes are an integral part of the Board's new process. Each Municipality's co-operation in meeting these mandatory requirements will promote the timely resolution of all appeals filed with the Board.



The **Environment and Land Tribunals Ontario (ELTO)** includes the Assessment Review Board, Board of Negotiation, Conservation Review Board, Environmental Review Tribunal, Ontario Municipal Board, Niagara Escarpment Hearing Office and the Office of Consolidated Hearings. The Tribunals operate under specific legislative requirements and share resources and best practices. The Assessment Review Board hears appeals from persons who believe there is an error in the assessed value or classification of a property and also deals with some types of property tax appeals under the Municipal Act and City of Toronto Act. For more information contact us at:

**Environment and Land Tribunals Ontario**  
 655 Bay Street, Suite 1500, Toronto, ON M5G 1E5  
 Telephone: (416) 212-6349 or toll free: 1-866-448-2248  
 Website: [www.elto.gov.on.ca](http://www.elto.gov.on.ca)





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**TO: MAYOR AND MEMBERS OF COUNCIL  
MEETING OF JUNE 26, 2017**

**FROM: MICHAEL GIVENS, CAO**

**SUBJECT: REPORT CAO 2017-016 ARTHUR WASTEWATER TREATMENT  
PLANT UPGRADE-ENGINEER CONSULTANT PROPOSAL REVIEW**

#### **RECOMMENDATION**

**THAT** Report CAO 2017-016 being a report on the Arthur Wastewater Treatment Plant Upgrade-Engineer Consultant Proposal Review is received for information;

**AND FURTHER THAT** the Council of the Township of Wellington North awards the Consulting Engineering Services contract for the works identified in Request for Proposal 2016-012 to CIMA Canada Inc at a cost of \$714,578.00 (HST excluded).

#### **PREVIOUS REPORTS PERTINENT TO THIS MATTER**

PW 2016-015 Update on the AV WWTP Class EA-Feb.9, 2016  
PW 2016-044 Update on the AV WWTP Class EA-June 21, 2016  
PW 2016-075 Status Update AV WWTP Class EA-Nov. 30, 2016  
PW 2016-082 Status Update AV WWTP, RFP Issuance-Dec.19, 2016  
CAO 2017-008 Report to Council-OCWA Project Management Proposal –March 13, 2017

#### **BACKGROUND**

On December 19, 2016 Council directed staff to proceed with Requests for Proposal for Engineering Consulting Services for the Upgrade to the Arthur Wastewater Treatment plant and sanitary system as detailed in the Municipal Class Environmental Assessment. Four firms were invited to submit proposals after a Letter of Interest process.

Engineering Consultants-

1. CIMA Canada Inc
2. Hatch Corporation
3. R.J. Burnside & Associates Limited
4. J.L. Richards & Associates Limited

Each firm submitted comprehensive proposals. The Township utilized a two envelope system, with technical proposals submitted separately from the cost proposals.

On March 13, 2017 Council endorsed staff's recommendation to enter into a Professional Project Management Services Agreement for the Design and Construction of the Arthur Wastewater Treatment Plant Upgrade with the Ontario Clean Water Agency (OCWA). As part of this agreement OCWA agreed to thoroughly review each of the proposals and provide an award recommendation for the Township's consideration.

The Ontario Clean Water Agency's attached letter (Appendix 1) provides an overview of the evaluation process that was undertaken by OCWA with support from Township staff. Additionally, Township staff asked representatives from XCG Consultants Ltd., who completed the Environmental Assessment, Grand River Conservation Authority and Wellington North Power to review each of the proposals and offer comments that were shared with OCWA.

All four engineering firms presented strong proposals but after evaluating and scoring all proposals, CIMA Canada Inc (CIMA) ranked highest in the total scoring matrix. Township staff supports OCWA's recommendation and would support awarding the consulting engineer services contract to CIMA.

Once Council has awarded the contract, OCWA will prepare an Engineering Services Agreement with the successful proponent.

As an aside, CIMA provided a project schedule as part of their proposal. Once engaged, completed design and subsequent construction tender award will take approximately 240 days.

<b>FINANCIAL CONSIDERATIONS</b>
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In the 2017 Capital Budget, Council endorsed utilizing the 2017 Clean Water (CWWF) grant funds for the Arthur Wastewater Treatment Plant design upgrades. Breakdown of the grant is provided below.

<b>Contributor</b>	<b>Financial Commitment</b>
Township (reserves)	\$331,796
Provincial	\$222,735
Federal	\$445,469
<b>TOTALS</b>	<b>\$1,000,000</b>

CIMA's proposed fee of \$714,578 (HST excluded), combined with OCWA's professional project management services fee of \$198,503 (HST excluded) should all fall within the allowable funding amount.

**STRATEGIC PLAN**

Do the report's recommendations advance the Strategy's implementation?

X Yes                                       No                                       N/A

Which pillars does this report support?

X Community Growth Plan                                       Community Service Review  
 Human Resource Plan                                       Corporate Communication Plan  
 Brand and Identity     Positive Healthy Work Environment  
X Strategic Partnerships

Township council has identified creating capacity at the Arthur Wastewater Treatment Plant as the number 1 priority. Capacity in Arthur is the primary hurdle to growth in that community. Awarding the consulting engineer contract continues moving this project forward. Quality design will be essential to the long-term success of all upgrades required at the plant or within the system.

**PREPARED BY:**

**RECOMMENDED BY:**

*Michael Givens*

*Michael Givens, CAO*

**MICHAEL GIVENS  
CAO**

**MICHAEL GIVENS  
CHIEF ADMINISTRATIVE OFFICER**



2225 Erin Mills Parkway,  
Suite 1200  
Mississauga, Ontario  
L5K 1T9

TEL: 1-800-667-6292  
FAX: 905-855-3232  
[www.ocwa.com](http://www.ocwa.com)

June 7, 2017

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

**OCWA Project No: 17-005**

**Attention: Mr. Mike Givens, Chief Administrative Officer**

**Re: Township of Wellington North  
Arthur Wastewater Treatment Plant Upgrade  
Consulting Engineering Firm Evaluation and Recommendation**

Dear Mr. Mike Givens,

Ontario Clean Water Agency ("OCWA") Engineering Services is pleased to submit this letter to Township of Wellington North ("the Township") on the results of the Project Evaluation Committee's review and evaluation of the four (4) proposals submitted for Consulting Engineering Services for the above noted project.

### **Background**

OCWA was retained by the Township to assist in the Project Management of the above noted project. The Consulting Engineer selection process was undertaken through a Request for Proposal (RFP) process. The following four (4) firms submitted the proposals:

- CIMA Canada Inc.;
- Hatch Corporation;
- J.L. Richards & Associates Limited; and
- R.J. Burnside & Associate Limited.

### **Proposal Evaluation Committee and Scoring System**

The four (4) proposals were evaluated in detail and discussed with the Proposal Evaluation Committee, which consists of the following persons:

- Mr. Barry Trood, Water and Sewer Superintendent, the Township;
- Mr. Derek McCaughan, Interim Director of Public Works, the Township;

- Mr. Mike Givens, Chief Administrative Officer, the Township;
- Mr. Asim Masaud, Senior Project Manager, OCWA;
- Mr. Scott Craggs, Senior Operations Manager, OCWA; and
- Mr. Shawn Qu, Water and Wastewater Engineer, OCWA.

For this project, it was agreed to use a Quality Based Proposal compared to a Price Only Based Proposal. In the RFP, it specified that the technical component would get 70% of the points and the financial component 30% of the points.

### Proposal Evaluation

The methodology used to evaluate the Proposals was as follows:

- A copy of each Technical Proposal was provided to OCWA for review and evaluation;
- A proposal evaluation meeting was held between the Township and OCWA on May 18, 2017. During the meeting, the score of each technical proposal was determined upon an agreement with all the participants (Barry Trood, Derek McCaughan and Mike Givens from the Township, and Asim Masaud and Shawn Qu from OCWA); and
- Subsequent to the completion of the scoring for the Technical Proposals, the Financial Proposals were opened and evaluated during the proposal evaluation meeting. A formula was agreed upon and used for the scoring of the Financial Proposal. In addition, the Financial Proposal was evaluated in further detail by conducting a cost sensitivity analysis and a final scoring was determined.

The table below summarizes the overall score of all the proposals submitted:

MAXIMUM POINT	CIMA	HATCH	J.L.RICHARDS	R.J. BURNSIDE
100	80.65	77.75	67.63	77.46
Note: The overall scores include technical scores and financial scores. The financial scores were calculated based on the proposed fees not including provisional items.				

Based on the above scores, CIMA ranks highest in the overall scoring matrix.

### Recommendations

Based upon the above evaluation by the Proposal Evaluation Committee, it is recommended to award the Consulting Engineering Services contract to CIMA for the proposed fee (HST excluded) of \$714,578.00.

Should you have any questions on the above, please feel free to contact the undersigned.

Sincerely,

**Ontario Clean Water Agency**



Asim Masaud, M.Sc. (Eng.), P.Eng., PMP  
Senior Project Manager  
Engineering Services

SQ/AM

cc: Mr. Barry Trood, Water and Sewer Superintendent, Township of Wellington North  
Mr. Derek McCaughan, Interim Director of Public Works, Township of Wellington North  
Mr. Scott Craggs, Senior Operations Manager, OCWA





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**TO: MAYOR AND MEMBERS OF COUNCIL  
MEETING OF JUNE 26, 2017**

**FROM: MICHAEL GIVENS, CAO**

**SUBJECT: REPORT CAO 2017-018 CANADIAN TIRE SITE PLAN CONTROL  
AGREEMENT- EXTENSION REQUEST**

### **RECOMMENDATION**

**THAT** Report CAO 2016-018 being a report on the Canadian Tire Site Plan Control Agreement Extension be received for information;

**AND FURTHER THAT** the Council of the Township of Wellington North directs the Township solicitor to draft a site plan control extension agreement not to exceed 12 months to ensure development of a commercial building (a Canadian Tire Store) proceeds by August 2018;

**AND FURTHER THAT** the Council of the Township of Wellington North directs the Chief Administrative Officer to endorse the site plan control extension agreement on behalf of the Township.

### **PREVIOUS REPORTS PERTINENT TO THIS MATTER**

CAO 2016-010 Report to Council- Canadian Tire Development

### **BACKGROUND**

In August of 2016 the Township entered into a Site Plan Control Agreement with Canadian Tire Real Estate Limited as a condition of the approval of the plans and drawings submitted by the developer pursuant to Section 41 of the *Planning Act* (By-Law #060-16). The agreement stipulated that development works in Mount Forest on the developers lands were to begin within one year.

On June 14, 2017, the Township received correspondence from Canadian Tire's planning representative requesting an extension of the agreement until August 2018. A copy of the correspondence is attached as Appendix 1.

Township Council delegated powers or authority under section 41(2) of the Planning Act to the Chief Administrative Officer (CAO) via by-law 027-15. Assuming Council's endorsement of this report recommendation, the CAO will enter into the site plan control extension agreement on behalf of the Township.

### FINANCIAL CONSIDERATIONS

Costs associated with drafting the extension agreement will be borne by the developer.

### STRATEGIC PLAN

Do the report's recommendations advance the Strategy's implementation?

X Yes

No

N/A

Which pillars does this report support?

Community Growth Plan

Community Service Review

Human Resource Plan

Corporate Communication Plan

Brand and Identity

Positive Healthy Work Environment

X Strategic Partnerships

The development of a new Canadian Tire is important to the community. Giving consideration to extending development timelines will enhance the partnership between the Township and Canadian Tire.

**PREPARED BY:**

**RECOMMENDED BY:**

*Michael Givens*

*Michael Givens, CAO*

**MICHAEL GIVENS  
CAO**

**MICHAEL GIVENS  
CHIEF ADMINISTRATIVE OFFICER**



**ZELINKA PRIAMO LTD**  
*A Professional Planning Practice*

June 14, 2017

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

Dear Mr. Givens,

RE: Site Plan Agreement Extension  
Proposed Canadian Tire Store  
1 Mount Forest Drive, Mount Forest  
Our File: CAT/MTF/15-01

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On behalf of Canadian Tire Real Estate Limited, Zelinka Priamo Ltd. obtained Site Plan approval for a commercial retail development on the above noted lands in July of 2016. The Site Plan Agreement was executed on August 9, 2016.

Since that time Canadian Tire's corporate construction schedule has changed and the project was unable to commence as anticipated. As such, we respectfully request a one-year extension on the existing agreement to allow the development to proceed as proposed before August 2018.

Thank you for your attention to this matter. Should you have any questions or require additional information, please feel free to contact our office.

Yours very truly,

**ZELINKA PRIAMO LTD.**

Michelle Doornbosch, BA  
Associate

cc. Ian Rutledge, Canadian Tire Real Estate Limited



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Kenilworth, ON N0G 2E0

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519.848.3620

**TO: MAYOR AND MEMBERS OF COUNCIL  
MEETING OF JUNE 26, 2017**

**FROM: KARREN WALLACE, CLERK**

**SUBJECT: REPORT CLK 2017-016 BEING A REPORT ON PROCEDURE BY-  
LAW**

#### **RECOMMENDATION**

**THAT** Report CLK 2017-016 being a report on Procedure By-law be received for information.

#### **PREVIOUS REPORTS PERTINENT TO THIS MATTER**

Report CLK 2017-003 being a report on amending the Procedure By-law

CLK 2016-077 being a report on the Procedure By-law

Report CLK 2016-062 being a report on Procedure by-law

#### **BACKGROUND**

The municipality adopted By-Law 080-16, being a procedure by-law for governing the calling, place and proceedings of meetings of Council and its Committees in December 2016 and subsequently passed By-law 009-17 to amend the procedure by-law.

The new procedure by-law provides for a consent agenda, wherein all items not requiring separate discussion are passed in a single resolution.

Council or staff may ask for separate discussion on any item on the agenda, prior to the consent resolution being passed.

This report is to provide guidelines and clarity about when an item must be set out for separate discussion, when it is a best practice and when it is discretionary.

#### Mandatory

Some provincial legislation of funding/grant guidelines require that a resolution of Council be passed. The funding ministry wants to see the original resolution with the mover/seconder and the signature of the Chair/Mayor on the resolution. It would be too confusing and onerous to send a consent resolution in an instance such as this.

If there no staff recommendation or if direction to staff is required, that item is set out for separate discussion for a decision or direction.

#### Best Practice

The Chief Administrative Officer has requested that any tender awards, contracts, RFP's etc. be pulled and passed in a separate resolution, for tracking purposes.

If there is a power point or a presentation to be made by staff, the report may be set out for separate discussion.

#### Discretionary

If there is an item on the agenda that a Councillor would like to profile they may ask for it to be pulled for separate discussion prior to voting.

Council and staff should be aware that if they request an item to be set out for discussion, they should advise why they identified the item for discussion and then speak to the report, correspondence or issue through the Chair.

#### Resolutions

Whenever possible, staff and Council should advise the Clerk of any items they will set out for separate discussion so resolutions can be prepared in advance.

<b>FINANCIAL CONSIDERATIONS</b>
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There are no financial implications by receiving this report.

<b>STRATEGIC PLAN</b>
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Do the report's recommendations advance the Strategy's implementation?

Yes                       No                       N/A

- |   |  |
|---|--|
| <input type="checkbox"/> Community Growth Plan  | <input type="checkbox"/> Community Service Review          |
| <input type="checkbox"/> Human Resource Plan    | X Corporate Communication Plan                             |
| <input type="checkbox"/> Brand and Identity     | <input type="checkbox"/> Positive Healthy Work Environment |
| <input type="checkbox"/> Strategic Partnerships |  |

Allowing for and encouraging discussion and debate on matters listed on a Council agenda is a way to communicate Council's position in a transparent manner. Dealing with routine matters with a consent agenda allows Council and staff to address multiple matters in a timely manner.

<b>PREPARED BY:</b>	<b>RECOMMENDED BY:</b>
<i>Karren Wallace, Clerk</i>	<i>Michael Givens, CAO</i>
<b>KARREN WALLACE CLERK</b>	<b>MICHAEL GIVENS CHIEF ADMINISTRATIVE OFFICER</b>



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**TO: MAYOR AND MEMBERS OF COUNCIL  
MEETING OF JUNE 26, 2017**

**FROM: KARREN WALLACE, CLERK**

**SUBJECT: REPORT CLK 2017-017 BEING A REPORT ON CONSENT  
APPLICATIONS B55-17 TO AND INCLUDING B57-17 (South  
Saugeen Developments John Padfield)**

**RECOMMENDATION**

**THAT** CLK Report 2017-017 being a report on Consent Applications B55-17 to and including B57-17 be received;

**AND FURTHER THAT** the Council of the Township of Wellington North supports consent application for a lot line adjustment for B55/17 (South Saugeen Developments Ltd.) with the following conditions:

- THAT the severed portion be rezoned to an appropriate residential zone
- Satisfy all the requirements of the local municipality, financial and otherwise including taxes
- Clearance fee as per the fees and charges by-law (\$125.00 in 2017)
- That the lots be subject to a development agreement that will address municipal sanitary, storm, water and roadway requirements to the satisfaction of the Township;
- That any development of the lots conform to the Municipal Servicing Standards;

**AND FURTHER THAT** the Council of the Township of Wellington North supports consent application for B56/17 (South Saugeen Developments Ltd.) with the following conditions:

- Cash in lieu of parkland as per the fees and charges by-law (\$1,000 in 2017)
- Satisfy all the requirements of the local municipality, financial and otherwise including taxes
- Clearance fee as per the fees and charges by-law (\$125.00 in 2017)

- That the severed portion be rezoned to an appropriate residential zone
- That the lots be subject to a development agreement that will address municipal sanitary, storm, water and roadway requirements to the satisfaction of the Township;
- That any development of the lots conform to the Municipal Servicing Standards;

**AND FURTHER THAT** the Council of the Township of Wellington North supports consent application for a lot line adjustment for B57/17 (South Saugeen Developments Ltd.) with the following conditions:

- Cash in lieu of parkland as per the fees and charges by-law (\$1,000 in 2017)
- Satisfy all the requirements of the local municipality, financial and otherwise including taxes
- Clearance fee as per the fees and charges by-law (\$125.00 in 2017)
- That the severed portion be rezoned to an appropriate residential zone
- That the lots be subject to a development agreement that will address municipal sanitary, storm, water and roadway requirements to the satisfaction of the Township;
- That any development of the lots conform to the Municipal Servicing Standards;

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

<b>PREVIOUS REPORTS PERTINENT TO THIS MATTER</b>
--

N/A

<b>BACKGROUND</b>
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The subject property is known as Pt of Pk Lts 10, 11 & 12, s/s of Princess St. Pt of Park Lots I, K & L, MacDonald's Svy Pt of Division 1 of Lot 2, WOSR (Mount Forest), shown as Parts 1, 2 and A on Schedule B attached.





Consent B55/17 is for a proposed severance with 19.202m fr x 35.042m for a total area of 673.07 square metres shown as severance 1 on Schedule B, vacant land for proposed residential use.

The retained irregular shaped parcel is 9746.9 square metres with 74.453m frontage, vacant land for proposed residential use.

Consent B56/17 is for a proposed severance with 24.4m fr x 35.052m for a total area of 855.27 square metres shown as severance 2 on Schedule B, vacant land for proposed residential use.

Retained irregular shaped parcel is 9564.73 square metres with 74.5m frontage, vacant land for proposed residential use.

Consent B57/17 is for a proposed severance with 25.908m fr x 35.052m for a total area of 908.13 square metres shown as severance A on Schedule B, vacant land for proposed residential use.

Retained irregular shaped parcel is 9511.87 square metres with 74.5m frontage, vacant land for proposed residential use.

Municipal comments were requested from the Chief Administrative Officer, Chief Building Official, Director of Public Works, Fire Chief, Drainage Superintendent, Treasurer, Planner, Economic Development Manager, Tourism Marketing & Promotion Manager, County of Wellington Planner and the Director Recreation, Parks and Facilities.

The Township CAO would indicate that a complete Plan of Subdivision is the preferred manner to develop a parcel of land of this size as opposed to multiple severances.



## SCHEDULE "A"



### Planning and Development Department, County of Wellington

County Administration Centre, 74 Woolwich Street, Guelph, ON N1H 3T9  
 T 519.837.2600 F 519.823.1694

<b>Application</b>	B55/17
<b>Location</b>	Pt PK Lts 11 & 12, s/s Princess St. PK Lts K & L, MacDonald's Survey TOWNSHIP OF WELLINGTON NORTH
<b>Applicant/Owner</b>	South Saugeen Developments Ltd.

**PLANNING OPINION:** This application would sever a vacant 673 m<sup>2</sup> (7,244 ft<sup>2</sup>) lot in the urban centre of Mount Forest for proposed residential use. A 9,746 m<sup>2</sup> (2.4 ac) vacant parcel would be retained.

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

- a) That any concerns of the County of Wellington Solid Waste Services Division can be addressed;
- b) That safe driveway access can be provided to the site to the satisfaction of the Local municipality; and
- c) That servicing can be provided to the site to the satisfaction of the local municipality

**PLACES TO GROW:** The Places to Grow policies place an emphasis on encouraging growth within existing settlement areas and optimizing the use of existing land supplies. Under section 2.2.1 which deals with managing growth states, "The vast majority of growth will be directed to settlement areas... and will be focused in areas with existing and planned services."

**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 property is designated RESIDENTIAL and is located within the urban Centre of Mount Forest. According to Section 10.6.2, new lots may be created in Urban Centres provided that the land will be appropriately zoned. Lots may be created for a variety of community uses subject to the policies of this plan. Lot creation will normally proceed by plan of subdivision and will be based on the provisions of full urban services, wherever such services are available. We are satisfied that a plan of subdivision at this stage of the development of the subject lands is not necessary as road access and servicing is readily available to this portion of the lands.

The matters under section 10.1.3 were also considered including b) that all lots can be adequately serviced with water and sewage... i) that lots are not created in areas which would pose a threat to public health or safety...

Regarding item, b) above, the Township has indicated that servicing to these lots is available and it is our understanding that a development agreement between the Township and the applicant will be required to address servicing, Stormwater management and road upgrades in the area.

Regarding item i) the proposed lot is located within 500 m of a closed landfill to the south (Martin St. Landfill). The County of Wellington Solid Waste Services (SWS) has been circulated on the applications and any comments or concerns by SWS should be addressed.

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

**LOCAL ZONING BY-LAW:** The subject lands are zoned Future Development (FD). The lands will need to be successfully rezoned to an appropriate residential zone to facilitate this development. The application material indicates that semi-detached dwellings will be constructed and it is our understanding that the lands will be rezoned to a R2 zone category to facilitate this development.

**Planning and Development Department, County of Wellington**

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

T 519.837.2600

F 519.823.1694

**ADDITIONAL INFORMATION:** The subject property was recently subject to a number of lot line adjustment and severance applications B120/17 – B127/17 approved by the Committee in February of 2017. These applications had the effect of reconfiguring the subject lands to a more regular shape and created 3 new lots plus a retained parcel.

**SITE VISIT INFORMATION:** The subject property has not yet been visited.

---

Jameson Pickard, Planner  
June 20, 2017



## Planning and Development Department, County of Wellington

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

T 519.837.2600

F 519.823.1694

### Application

### Location

### Applicant/Owner

B56/17

Pt PK Lts 11 & 12, s/s Princess St.

PK Lts K & L, MacDonald's Survey

TOWNSHIP OF WELLINGTON NORTH

South Saugeen Developments Ltd.

**PLANNING OPINION:** This application would sever a vacant 673 m<sup>2</sup> (7,244 ft<sup>2</sup>) lot in the urban centre of Mount Forest for proposed residential use. A 9,746 m<sup>2</sup> (2.4 ac) vacant parcel would be retained.

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

- a) That any concerns of the County of Wellington Solid Waste Services Division can be addressed;
- b) That safe driveway access can be provided to the site to the satisfaction of the Local municipality; and
- c) That servicing can be provided to the site to the satisfaction of the local municipality

**PLACES TO GROW:** The Places to Grow policies place an emphasis on encouraging growth within existing settlement areas and optimizing the use of existing land supplies. Under section 2.2.1 which deals with managing growth states, "The vast majority of growth will be directed to settlement areas... and will be focused in areas with existing and planned services."

**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 property is designated RESIDENTIAL and is located within the urban Centre of Mount Forest. According to Section 10.6.2, new lots may be created in Urban Centres provided that the land will be appropriately zoned. Lots may be created for a variety of community uses subject to the policies of this plan. Lot creation will normally proceed by plan of subdivision and will be based on the provisions of full urban services, wherever such services are available. We are satisfied that a plan of subdivision at this stage of the development of the subject lands is not necessary as road access and servicing is readily available to this portion of the lands.

The matters under section 10.1.3 were also considered including b) that all lots can be adequately serviced with water and sewage... i) that lots are not created in areas which would pose a threat to public health or safety... and g) that tree loss related to anticipated development be kept to a minimum, and wherever reasonable compensated with new tree plantings.

Regarding item, b) above, the Township has indicated that servicing to these lots is available and it is our understanding that a development agreement between the Township and the applicant will be required to address servicing, Stormwater management and road upgrades in the area.

Regarding item i) the proposed lot is located within 500 m of a closed landfill to the south (Martin St. Landfill). The County of Wellington Solid Waste Services (SWS) has been circulated on the applications and any comments or concerns by SWS should be addressed.

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

**LOCAL ZONING BY-LAW:** The subject lands are zoned Future Development (FD). The lands will need to be successfully rezoned to an appropriate residential zone to facilitate this development. The

application material indicates that semi-detached dwellings will be constructed and it is our understanding that the lands will be rezoned to a R2 zone category to facilitate this development.

**SITE VISIT INFORMATION:** The subject property has not yet been visited.

---

Jameson Pickard, Planner  
June 20, 2017



## Planning and Development Department, County of Wellington

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

T 519.837.2600

F 519.823.1694

<b>Application</b>	B57/17
<b>Location</b>	Pt PK Lts 11 & 12, s/s Princess St. PK Lts K & L, MacDonald's Survey TOWNSHIP OF WELLINGTON NORTH
<b>Applicant/ Owner</b>	South Saugeen Developments Ltd.

**PLANNING OPINION:** This application would sever a vacant 908.1 m<sup>2</sup> (9,775 ft<sup>2</sup>) residential parcel in the urban centre of Mount Forest. A 9511.8 m<sup>2</sup> (2.3 ac) vacant parcel would be retained.

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

- a) That any concerns of the County of Wellington Solid Waste Services Division can be addressed;
- b) That the severed and retained parcels be rezoned to the appropriate Residential zone to the satisfaction of the local Municipality;
- c) That adequate servicing and driveway access can be provided to the site to the satisfaction of the Local municipality.

**PLACES TO GROW:** The Places to Grow policies place an emphasis on encouraging growth within existing settlement areas and optimizing the use of existing land supplies. Under section 2.2.1 which deals with managing growth states, "The vast majority of growth will be directed to settlement areas... and will be focused in areas with existing and planned services."

**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 property is designated RESIDENTIAL and is located within the urban Centre of Mount Forest. According to section 10.6.2, new lots may be created in Urban Centres provided that the land will be appropriately zoned. Lots may be created for a variety of community uses subject to the policies of this plan. Lot creation will normally proceed by plan of subdivision and will be based on the provisions of full urban services, wherever such services are available. We are satisfied that a plan of subdivision is not necessary for the creation of the proposed lot.

The matters under section 10.1.3 were also considered including b) that all lots can be adequately serviced with water and sewage... i) that lots are not created in areas which would pose a threat to public health and safety, and l) that the proposed lots and uses are compatible with and designed to minimize adverse impacts on surrounding uses.

Regarding item, b) above, the Township has indicated that servicing to these lots is available and it is our understanding that a development agreement between the Township and the applicant will be required to address servicing, Stormwater management and road upgrades in the area.

Regarding item i) above, the proposed lots are located within 500 m of a closed landfill to the south (Martin St. Landfill). The County of Wellington Solid Waste Services (SWS) has been circulated on the applications and any comments or concerns by SWS should be addressed.

**WELL HEAD PROTECTION AREA:** The subject property is not located within a Wellhead Protection Area.

**LOCAL ZONING BY-LAW:** The subject lands are zoned Future Development (FD). The lands will need to be successfully rezoned to an appropriate residential zone to facilitate this development. The application material indicates that semi-detached dwellings will be constructed and it is our understanding that the lands will be rezoned to a R2 zone category.

**ADDITIONAL INFORMATION:** The subject property was recently subject to a number of lot line adjustment and severance applications B120/17 – B127/17 approved by the Committee in February of 2017. These applications had the effect of reconfiguring the subject lands to a more regular shape and created 3 new lots plus a retained parcel.

**SITE VISIT INFORMATION:** The subject property has not been visited

---

Jameson Pickard, Planner  
June 20, 2017



SCHEDULE "B"

SKETCH OF  
 PART OF PARK LOT 10, SOUTH OF PRINCESS STREET &  
 PART OF PARK LOT "1" MacDONALD'S SURVEY &  
 PART OF DIVISION 1 OF LOT 2 WOSR  
 (TOWN OF MOUNT FOREST)  
 TOWNSHIP OF WELLINGTON NORTH  
 COUNTY OF WELLINGTON



MAY 12, 2017



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

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

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**WILSON - FORD**

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DRAWN BY: JP

PROJECT No.: 8755

2017.R57



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**TO: MAYOR AND MEMBERS OF COUNCIL  
MEETING OF JUNE 26, 2017**

**FROM: KARREN WALLACE, CLERK**

**SUBJECT: REPORT CLK 2017-018 BEING A REPORT ON CONSENT  
APPLICATIONS B62-17 TO AND INCLUDING B65-17 (PETER &  
MARY REEVES)**

**RECOMMENDATION**

**THAT** CLK Report 2017-018 being a report on Consent Applications B62-17 to and including B65-17 be received;

**AND FURTHER THAT** the Council of the Township of Wellington North supports consent application for severance for B62/17 (Peter and Mary Reeves) with the following conditions:

- Satisfy all the requirements of the local municipality, financial and otherwise including taxes
- Clearance fee as per the fees and charges by-law (\$125.00 in 2017)
- Parkland dedication fee (\$1,000 in 2017)
- That the lots be subject to a development agreement that will address municipal sanitary, storm, water and roadway requirements to the satisfaction of the Township;
- That any development of the lots conform to the Municipal Servicing Standards;
- That the applicant enter into a development agreement with the Township of Wellington North addressing servicing, road works, drainage and any other requirements financial or otherwise to the satisfaction of the municipality;

**AND FURTHER THAT** the Council of the Township of Wellington North supports consent application for B63/17 (Peter and Mary Reeves) with the following conditions:

- Satisfy all the requirements of the local municipality, financial and otherwise including taxes
- Clearance fee as per the fees and charges by-law (\$125.00 in 2017)
- Cash in lieu of parkland as per the fees and charges by-law (\$1,000 in 2017)
- That the lots be subject to a development agreement that will address municipal sanitary, storm, water and roadway requirements to the satisfaction of the Township;
- That any development of the lots conform to the Municipal Servicing Standards;
- That the applicant enter into a development agreement with the Township of Wellington North addressing servicing, road works, drainage and any other requirements financial or otherwise to the satisfaction of the municipality;

**AND FURTHER THAT** the Council of the Township of Wellington North supports consent application for a lot line adjustment for B64/17 (Peter and Mary Reeves) being with the following conditions:

- Satisfy all the requirements of the local municipality, financial and otherwise including taxes
- Clearance fee as per the fees and charges by-law (\$125.00 in 2017)
- Cash in lieu of parkland as per the fees and charges by-law (\$1,000 in 2017)
- That the lots be subject to a development agreement that will address municipal sanitary, storm, water and roadway requirements to the satisfaction of the Township;
- That any development of the lots conform to the Municipal Servicing Standards;
- That the applicant enter into a development agreement with the Township of Wellington North addressing servicing, road works, drainage and any other requirements financial or otherwise to the satisfaction of the municipality;

**AND FURTHER THAT** the Council of the Township of Wellington North supports consent application for a lot line adjustment for B65/17 (Peter and Mary Reeves) with the following conditions:

- Satisfy all the requirements of the local municipality, financial and otherwise including taxes
- Clearance fee as per the fees and charges by-law (\$125.00 in 2017)

- Cash in lieu of parkland as per the fees and charges by-law (\$1,000 in 2017)
- That the lots be subject to a development agreement that will address municipal sanitary, storm, water and roadway requirements to the satisfaction of the Township;
- That any development of the lots conform to the Municipal Servicing Standards;
- That the applicant enter into a development agreement with the Township of Wellington North addressing servicing, road works, drainage and any other requirements financial or otherwise to the satisfaction of the municipality;

### PREVIOUS REPORTS PERTINENT TO THIS MATTER

N/A

### BACKGROUND

The subject property is known as Part Lot 71, Concession 3, Mount Forest shown on the sketch attached as Parts 1, 2, 3 and 4.



Consent B62/17 is for a proposed severance with 21m fr x 39.624m being 832.1 square metres being Part 1 shown on Schedule B existing agricultural use for proposed residential use.

The Retained parcel is 20214.5 square metres with 20.117m frontage, existing and proposed agricultural use.

Consent B63/17 is for a proposed severance with 21m fr x 39.624m being 832.1 square metres being Part 2 shown on Schedule B, existing agricultural use for proposed residential use.

Retained parcel is 20214.5 square metres with 20.117m frontage, existing and proposed agricultural use.

Consent B64/17 is for a proposed severance with 21m fr x 39.624m being 832.1 square metres Part 3 shown on Schedule B, existing agricultural use for proposed residential use.

Retained parcel is 20214.5 square metres with 20.117m frontage, existing and proposed agricultural use.

B65/17 is for a proposed severance with 54.280m fr x 39.624m being 1571.7 square metres being Part 4 shown on Schedule B, existing agricultural use for proposed residential use.

Retained parcel is 20214.5 square metres with 20.117m frontage, existing and proposed agricultural use.

Municipal comments were requested from the Chief Administrative Officer, Chief Building Official, Director of Public Works, Fire Chief, Drainage Superintendent, Treasurer, Planner, Economic Development Officer, County of Wellington Planner and the Director Recreation, Parks and Facilities.

The Township CAO would indicate that a complete Plan of Subdivision is the preferred manner to develop a parcel of land of this size as opposed to multiple severances.

This property has unique servicing requirements as it cannot be serviced by gravity sanitary services and must be serviced by an existing forcemain that was established when one of the previous severances on Wellington Street were developed a number of years ago.

Wellington County planning comments are attached hereto as Schedule "A" and they are generally supportive of the proposal. They do recommend that an additional lot be introduced raising the total to 5 lots, thus providing a more efficient use of the land and services and increasing density to 12.3 units per hectare (5 units per acre).

### **FINANCIAL CONSIDERATIONS**

There are no financial impacts as a result of this report.

### **STRATEGIC PLAN**

Do the report's recommendations advance the Strategy's implementation?

Yes                       No                       N/A

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Community Growth Plan | <input type="checkbox"/> Community Service Review          |
| <input type="checkbox"/> Human Resource Plan              | <input type="checkbox"/> Corporate Communication Plan      |
| <input type="checkbox"/> Brand and Identity               | <input type="checkbox"/> Positive Healthy Work Environment |
| <input type="checkbox"/> Strategic Partnerships           |  |

<b>PREPARED BY:</b>	<b>RECOMMENDED BY:</b>
---------------------	------------------------

*Karren Wallace, Clerk*

*Michael Givens, CAO*

<b>KARREN WALLACE CLERK</b>	<b>MICHAEL GIVENS CHIEF ADMINISTRATIVE OFFICER</b>
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**SCHEDULE “A”****Planning and Development Department, County of Wellington**

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

T 519.837.2600

F 519.823.1694

<b>Application</b>	B62/17, B63/17, B64/17, B65/17
<b>Location</b>	Part Lot 71, Concession 3 TOWNSHIP OF WELLINGTON NORTH
<b>Applicant/Owner</b>	Peter & Mary Reeves

**PRELIMINARY PLANNING OPINION:** The proposed severances would create four new vacant residential lots in the Mount Forest Urban Centre through four consent applications as follows:

	Area	Frontage
B62/17	831.6 m <sup>2</sup> (8,591 ft <sup>2</sup> )	21 m (68.9 ft.)
B63/17	831.6 m <sup>2</sup> (8,591 ft <sup>2</sup> )	21 m (68.9 ft.)
B64/17	831.6 m <sup>2</sup> (8,591 ft <sup>2</sup> )	21 m (68.9 ft.)
B65/17	1571.7 m <sup>2</sup> (16,917 ft <sup>2</sup> )	54.3 m (178 ft.)
Retained	2 ha (4.99 ac)	20.1 m (65.9 ft.)

Section 4.4.4 of the Official Plan encourages new developments to achieve increased densities and a broader housing mix. The Plan sets a target of 16 units per gross hectare (6.5 units per gross acre) which new developments should strive to achieve in greenfield areas. The proposed four lots on 0.4 ha (1 acre) of land only achieves a density of 8.57 units per hectare (4 units per acre). We recognize that the proposed lot 4 (B65/17) is constrained due to proximity to the flood plain and drainage channel, however there is sufficient frontage and area remaining to increase the density by increasing the number of lots proposed. An additional lot could be introduced raising the total to 5 lots, thus providing a more efficient use of the land and services and increasing density to 12.3 units per hectare (5 units per acre).

We recommend that the proposed lots are revised to include a 5<sup>th</sup> lot which would increase the density, otherwise the applications would be consistent with Provincial Policy and generally conform to the Official Plan, provided that the following matters are addressed as conditions of approval for the proposed lots:

- a) That servicing can be provided to the satisfaction of the local municipality;
- b) That the applicant enter into a development agreement with the Township of Wellington North addressing servicing, road works, drainage and any other requirements financial or otherwise to the satisfaction of the municipality;
- c) That the work associated with Permit 17/040 be completed to the satisfaction of Saugeen Conservation;
- d) That any other requirements of the Conservation Authority with respect to the proposed lots be addressed; and,
- e) That safe driveway access can be provided to the satisfaction of the applicable road authority.

**PLACES TO GROW:** The Places to Grow policies place an emphasis on encouraging growth within existing settlement areas and optimizing the use of existing land supplies. Under section 2.2.1 which deals with managing growth states, “The vast majority of growth will be directed to settlement areas... and will be focused in areas with existing and planned services.”

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



**Planning and Development Department, County of Wellington**

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

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development in areas with existing servicing and infrastructure. Section 3.1.1 also outlines that development shall generally be directed to areas outside of: b) hazardous lands adjacent to river, stream and small inland lake systems which are impacted by flooding hazards and/or erosion hazards; and c) hazardous sites.

**WELLINGTON COUNTY OFFICIAL PLAN:** The subject property is designated RESIDENTIAL and is located within the Mount Forest Urban Centre. Permitted uses include single detached dwellings. According to Section 10.6.2, new lots may be created in Urban Centres provided that the land will be appropriately zoned. Section 10.1.2 outlines that plans of subdivision will normally be required when four or more lots are created, a new road or substantial extension is required, or where special concerns or issues exist. We are satisfied that a plan of subdivision is not necessary for the proposed lots as access and servicing are readily available.

Section 4.4.4 of the Official Plan encourages new developments to achieve increased densities and a broader housing mix. Section 4.4.4 b) i) sets a target of 16 units per gross hectare (6.5 units per gross acre) which new developments should strive to achieve in greenfield areas. The proposed four lots on 0.4 ha (1 acre) of land only achieves a density of 8.57 units per hectare (4 units per acre).

Section 4.4.4 b) ii) recognizes that somewhat lower densities may be considered where physical and environmental constraints or on smaller parcels under 2 hectares (5 acres). The proposed retained parcel is 2 ha (4.99 ac), however prior to the proposed severances the property was 2.4 ha (6.0 acres) and therefore a higher density in accordance with Section 4.4.4 b) i) of the Official Plan should be achieved on the retained lands when they are developed in the future.

The matters under section 10.1.3 were also considered including b) “that all lots can be adequately serviced with water, sewage disposal, storm water management or drainage...to accepted municipal standards”, d) “that all lots will have safe driveway access to an all-season maintained public road...” and i) that lots are not located in areas which would pose a threat to public health or safety.

Regarding items b) servicing, the applicants are proposing to service the proposed lots by way of a force main sewer connecting to the existing gravity sewage main on Wellington Street. Comments from the Township regarding the proposed servicing arrangement should be considered. Two conditions are being recommended related to servicing, drainage and road works:

1. That servicing be provided to the satisfaction of the Township of Wellington North;
2. That the applicant enter into a development agreement with the Township of Wellington North addressing servicing, road works, drainage and any other requirements financial or otherwise to the satisfaction of the municipality.

Regarding item d) driveway access, the proposed lots front onto Wellington Street. A condition is being recommended that requires that safe driveway access can be provided to the satisfaction of the Township.

Regarding item i) above there is an existing drainage channel which cuts through the subject property. The proposed severed lots are currently located within the regulatory flood plain. The



applicant has obtained a permit from the Saugeen Conservation (17-040) for “the re-alignment of a portion of an existing drainage channel, the installation of 3 new 800mm diameter



**Planning and Development Department, County of Wellington**

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

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corrugated steel pipe culverts, including related Wellington Street road works and servicing, and for the placement of fill”. With the completion of this work, the drainage channel will no longer impact the proposed severed lots, and the floodplain will be greatly reduced, and will only impact a small portion of proposed lot 4 (B65/17). A condition of approval is being recommended that the work associated with Permit 17/040 be completed to the satisfaction of Saugeen Conservation.

**WELL HEAD PROTECTION AREA:** The subject property is located within a WHPA D with a vulnerability score of 4.

**LOCAL ZONING BY-LAW:** The proposed severed and retained parcels are zoned Residential R2 under Zoning By-law 66-01. The proposed severed lots meet the required lot area and frontage requirements.

**SITE VISIT INFORMATION:** The subject property has not been visited to date.

---

Curtis Marshall, MCIP, RPP  
Senior Planner  
June 12, 2017

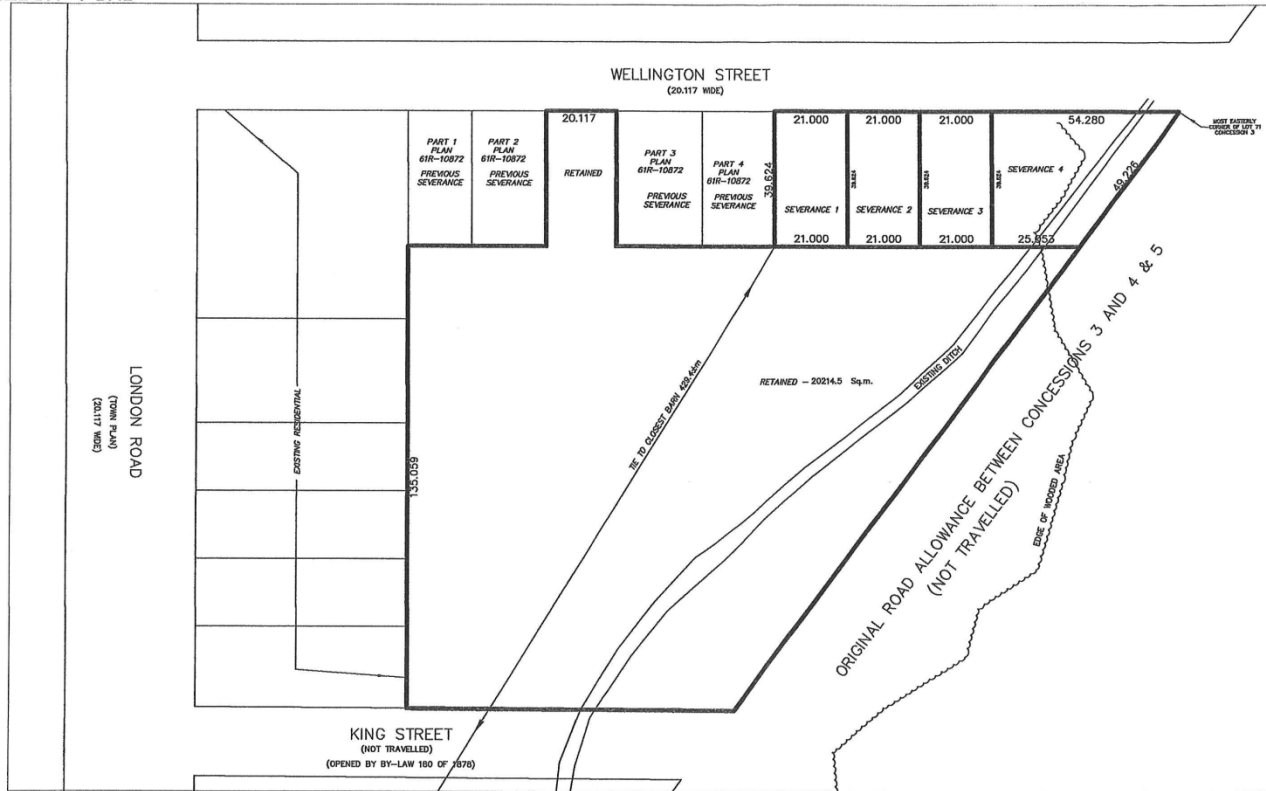
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Linda Redmond,  
Manager of Planning & Environment

# SCHEDULE "B"

SEVERANCE SKETCH OF  
**PART OF LOT 71, CONCESSION 3 (EGREMONT)**  
**TOWN OF MOUNT FOREST)**  
**TOWNSHIP OF WELLINGTON NORTH**  
**COUNTY OF WELLINGTON**  
**WILSON-FORD**

SEVERANCE ACTIVITY			
PART ON PLAN 61R10872	TRANSFeree	DATE OF TRANSFER	USE
1	KARL AITKEN CARPENTRY & GENERAL CONTRACTING LTD.	AUG. 29, 2008	RESIDENTIAL
2	KARL AITKEN CARPENTRY & GENERAL CONTRACTING LTD.	AUG. 29, 2008	RESIDENTIAL
3	KARL AITKEN CARPENTRY & GENERAL CONTRACTING LTD.	JULY 23, 2008	RESIDENTIAL
4	PETER NORMAN REEVES	SEPTEMBER 23, 2008	RESIDENTIAL



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

WILSON FORD SURVEYING & ENGINEERING  
 2017

NO PERSON MAY COPY, REPRODUCE, DISTRIBUTE OR ALTER THIS SKETCH IN WHOLE OR IN PART WITHOUT THE WRITTEN PERMISSION OF WILSON FORD SURVEYING & ENGINEERING.

**NOTES:**

ZONING: R2  
 DISTANCE TO NEAREST BARN - STEEL CLAD CATTLE BARN 429.4m

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



7490 Sideroad 7 W, PO Box 125,  
Kenilworth, ON N0G 2E0  
[www.wellington-north.com](http://www.wellington-north.com)

519.848.3620  
1.866.848.3620 FAX 519.848.3228

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Plan to  
Simply Explore.  
[www.simplyexplore.ca](http://www.simplyexplore.ca)

**TO: MAYOR AND MEMBERS OF COUNCIL  
MEETING OF JUNE 26, 2017**

**FROM: KARREN WALLACE, CLERK**

**SUBJECT: REPORT CLK 2017-019 BEING A REPORT ON THE ASSOCIATION  
OF MUNICIPAL CLERKS AND TREASURER'S 79<sup>th</sup> ANNUAL  
CONFERENCE HELD JUNE 11, 12, 13 AND 14, 2017**

**RECOMMENDATION**

**THAT** CLK Report 2017-019 being a report on the Association of Municipal Clerks and Treasurer's 79<sup>th</sup> annual Conference held June 11, 12, 13, and 14<sup>th</sup>, 2017 be received for information.

**PREVIOUS REPORTS PERTINENT TO THIS MATTER**

N/A

**BACKGROUND**

The Clerk and Executive Assistant to the Chief Administrative Officer attended the Association of Municipal Clerk's and Treasurer's 79<sup>th</sup> annual conference on June 11, 12, 13 and 14<sup>th</sup> in Huntsville, at Deerhurst Resort.

Staff attended the following sessions, citing the key take aways:

### **50 Shades of Grey: Examining Ethical Behaviour**

Presenter: Richard Tindal, Ph.D, Author, consultant, Professor (retired)

The purpose of this workshop was to bring awareness of the benefits and limits of a code of conduct. A code of conduct on its own will be of limited benefit unless the organization has a culture that emphasizes ethical behaviour. Often codes are adopted, put aside and forgotten. Far too often senior staff and members of Council do not model the desired behaviour.

Another complication is that employees who are governed by an organizational code may also fall under the code of ethics, or conduct, of a professional organization that they belong to. Are these codes compatible and consistent?

An additional factor, and possibly the most important, is the personal value system of individual members of an organization. Ultimately, the organizational culture and the personal value systems of its members will be the most influential determinates of ethical behaviour in an organization – whether or not there is a code of conduct.

#### **Key take away:**

*Your Personal Code:*

- *If you have doubts, don't*
- *If you hope no one will notice, don't*
- *If you are trying to rationalize it, don't*
- *If your inner voice won't be quiet, don't*

### **Leading & Succeeding in the 21<sup>st</sup> Century**

Presenter: Lee Anne Doyle, MCIP RPP AMCT: Independent Municipal Government Professional, Retired City of Windsor Employee

This session highlighted the barriers to leadership and provided leadership tools using the ATHENA Leadership Model ® consisting of eight core leadership principles. These principles include: (1) Authentic Self (2) Relationships (3) Giving Back (4) Collaboration (5) Courageous Acts (6) Learning (7) Fierce Advocacy (8) Celebration and Joy. The presentation took participants on a leadership journey in which they left the session with tools to find their voice, make their mark, and define their legacy within their municipal career.

Workplace demographics noted that 28% of AMCTO members are 55 years of age or older and 30% of members are eligible to retire in the next 2-5 years. 30% of members are eligible to retire in the next 2 – 5 years.

**Key take away:**

*“Do the right things for the right reasons”*

**Compliance Audit Committees – Changes, Challenges and Cautions**

Presenters: Jody E. Johnson (Partner in the Municipal and Land Use Planning Law Group) and David S. Reiter (Partners in the Litigation Group), Aird & Berlis LLP

This session focused on the practical issues faced by clerks in dealing with compliance audit committees created under the Municipal Elections Act, 1996. The presentation featured lessons learned from past election cycles, including those related to appeals of the CAC decisions and prosecutions of candidates, and highlighted the recent changes to the MEA related to CACs with an emphasis on decisions to be made and steps to be taken now, in advance of the 2018 election.

**Key take away:**

*“While we cannot know all of the implications that will flow from the new provisions of the MEA, a well-trained clerk and compliance audit committee will be sure to ease the transition.”*

**Making it Work – Customizing Your Procedure By-law**

Presenter: Cathie Best, CMO, Municipal Educator and Retired Municipal Clerk

This session covered the basic design elements of effective meeting management, consent agendas, and a municipal Procedure By-law with a focus on customization to address specific issues raised at council, issues resulting from investigations, and areas to make the clerks responsibility easier by reducing confusion.

**Key take away:**

*“Unless the reason for a rule is understood, it is difficult to learn the rule, and it is still more difficult to apply it successfully in practice.” George C. Crocker, President Massachusetts Senate (Crocker's Principles of Procedure preface, 1889)*

**Embracing the Leadership Challenge**

Presenter: Professor Barry Wright, Interim Dean, Goodman School of Business, Brock University

In today's rapidly changing work environments the importance of developing informed and inspirational leaders cannot be overemphasized. This seminar further developed personal leadership skills – whether you are leading one person or many. It built on your present skill set and was designed to kindle new leadership insights to encourage you along your personal leadership journey.

**Key take away:**

- *Do what you say you will do*
- *Develop a vision and enlist others*
- *Value the victories*
- *Take time for self reflection*

**Emerging Issues in Municipal Election Law & Practice**

Presenters: Kimberley Kitteringham, Clerk, City of Markham, and Kim Mullin, Partner, Weir Foulds LLP

This session presented on some of the emerging issues and trends in the municipal elections world, including, online voting, ranked ballots, recounts, and compliance audits.

**Key take away:**

*The following key issues were identified by AMCTO post 2014 Municipal Election:*

- *Need to update MEA to reflect widespread use of technology.*
- *Need to enhance MEA accessibility planning & reporting requirements.*
- *Need to shorten &/or streamline campaign period.*
- *Need to modernize/simplify campaign finance rules.*
- *Need to clarify/strengthen Clerk role.*
- *Need to enhance MEA enforcement tools.*
- *MEA amendments have some good, bad & ugly for all!*

**HR Law Update**

Presenter: Alan Whyte, Partner – Labour and Employment, Cunningham, Swan, Carty, Little & Bonham LLP

This session was a fast-paced journey through the most recent labour and employment cases relevant to municipalities, including wrongful dismissal, human rights, and labour arbitration cases – with tips as to how to avoid or at least minimize employment risk and liability.

**Key take away:**

*HR law changes rapidly and judgments over time tend to swing from one extreme to the next.*

**Municipal Case Law Update**

Presenter: Jody E. Johnson (Partner in the Municipal and Land Use Planning Law Group)

This session provided delegates with an overview of recent judicial decisions of relevance and importance to municipalities, with a focus on “lessons learned” and

“practical tips” for municipalities arising out of the decisions. Decisions included those related to challenges to municipal by-laws, MFIPPA matters, property taxation and finance, building and zoning enforcement and more.

**Key take away:**

*It is hard to be prepared for every situation that might arise. Staying informed is the best method of defence.*

**Riding the Wave of Emotional Intelligence**

Presenter: Garth Johns, CMO, Leadership Professional and Human Resource Consultant

In order to succeed today’s municipal leaders need to have more than good managerial skills and a solid IQ. They need a set of skills that enable them to survive in a complex world. In essence they need to demonstrate social and emotional intelligence as well as the ever elusive common sense so essential to effective daily functioning. Oh, where has that common sense gone? This session, while not ignoring the importance of IQ, focused attention on the nature of emotional intelligence and how it can be effectively developed in all of us.

**Key take away:**

*“The only way to avoid mistakes is to gain experience; the only way to gain experience is to make mistakes”*

**Historical Roads, Present Day Challenges: All Roads Lead to Muskoka**

Presenter: John Hiley, Ontario Land Surveyor, Coote, Hiley, Jemmett Ltd.

Muskoka was developed in the late 1800’s with most properties being patented under the Free Grants and Homesteads Act. In addition to the Road Allowances laid out during original Township surveys a series of Colonization Roads were constructed as well as many others by Statute Labour and other means.

Today many of these roads have fallen into disuse and when coupled with the lack of clarity in title documents, the recipe for serious and costly problems has been set.

The presentation outlined how many of these roads came into existence, some issues faced by Surveyors, Lawyers, and Municipalities in dealing with them and some examples of current problems

**Key take away:**

*Most municipal roads were surveyed mid 1800’s and didn’t foresee the growth and issues unopened road allowances, etc. might cause in the 21<sup>st</sup> century.*

### **Emergency Management: Lessons Learned from a Flood Emergency**

Presenters: Stephen Hernen, Fire Chief, Director of Protective Services, Town of Huntsville; and John Stothers, Field Officer, Lakes Sector, EM Field Operations, Office of the Fire Marshal and Emergency Management, Government of Ontario; and Diane Ploss, Municipal Advisor, MMAH Central Region MSO

This session shared strategies, tips and techniques to proactively plan for, prevent, assess and then effectively manage the response to and recovery from sudden and unexpected natural emergencies with costly impacts.

#### **Key take away**

*Disaster insurance is not a replacement for your own insurance*

*Replacement value is for basic essential items (no big screen t.v.s, boats, etc.)*

*Principal residents are covered, not cottages*

**Conference take away – municipal clerks are often called the “NO” people when in fact they are the “KNOW” people!**

The trade show provided some valuable contacts and staff are following up with costs on an amplification system for Council meetings.

As well, an interesting concept is being considered and costed out by staff for a mobimat for the cemetery. This would make accessing graves during a ceremony accessible for those with mobility issues.

All presentations are available on the AMCTO website. Staff have downloaded them into our public drive and they are available for all staff to review.

<b>FINANCIAL CONSIDERATIONS</b>	
Conference registration	\$ 862.19
Conference registration	\$ 740.15
Mileage	\$ 103.50
Meals	\$ 113.71
Accommodation (2 over 3 nights)	<u>\$ 636.78</u>
	<u>\$2,456.33</u>



<b>STRATEGIC PLAN</b>
-----------------------

Do the report's recommendations advance the Strategy's implementation?

Yes                       No                       N/A

Community Growth Plan  
 Human Resource Plan  
 Brand and Identity  
 Strategic Partnerships

Community Service Review  
 Corporate Communication Plan  
 Positive Healthy Work Environment

<b>PREPARED BY:</b>	<b>RECOMMENDED BY:</b>
---------------------	------------------------

*Karren Wallace, Clerk*  
*Cathy Conrad, EA*

*Michael Givens, CAO*

<b>KARREN WALLACE</b> <b>CLERK</b>	<b>MICHAEL GIVENS</b> <b>CHIEF ADMINISTRATIVE OFFICER</b>
<b>CATHY CONRAD</b> <b>EXECUTIVE ASSISTANT</b>	

# THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

## BY-LAW NUMBER 046-17

### BEING A BY-LAW TO PROVIDE FOR THE OPERATION AND LICENSING OF KENNELS IN THE TOWNSHIP OF WELLINGTON NORTH.

**WHEREAS** the Council of The Corporation of the Township of Wellington North has deemed it necessary to pass a by-law to provide for the establishment of and licensing kennels.

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

#### 1. DEFINITIONS

- 1.1 **Animal Control Officer** - shall mean the person or persons appointed by the Council to enforce this By-law and includes the person appointed by the Municipality to control dogs and any servants or agents of such person, any peace officer having jurisdiction within the Municipality.
- 1.2 **Clerk** means the Clerk of The Corporation of the Township of Wellington North.
- 1.3 **Council** means the Council of The Corporation of the Township of Wellington North.
- 1.4 **Dog** - shall mean any member of the species canis familiaris which is over twelve (12) weeks of age;
- 1.5 **Kennel** – shall mean a place where more than 3 dogs are housed, groomed, bred, boarded, trained, sold or kept for hunting and includes both Boarding Kennels and Breeding Kennels on a lot or parcel which is 25 acres or greater in size within an Agricultural Zone of the Municipality's Zoning by-law and which are licensed under the provisions of this By-law;
- 1.6 **Noise** - shall mean the sound made by any Dog which unreasonably disturbs the peace, quiet, comfort or repose of any person in any dwelling unit for a period longer than ½ hour, more than twice in seven days;

- 1.7 **Owner** - shall mean any person, group of persons, partnership or corporation who or which possesses or harbours a dog; the words "own", "owns" or "owned", shall have a corresponding meaning, and shall include a person or persons who are temporarily the keeper of dogs; and where the Owner is a minor, shall include the person or persons having the custody of the minor;
- 1.8 **Pound** - includes a veterinary facility or other place(s) designated by resolution of the Council of the Municipality;
- 1.9 **Pound Fee** includes any daily charge that may be collected by the operator of a Pound;
- 1.10 **Pound Keeper** - shall mean the person, or persons, or agency that act as keeper of the Pound;
- 1.11 **Township** - shall mean The Corporation of the Township of Wellington North
- 1.12 **Zoned** means a land use designation in a zoning by-law passed under the provisions of the Planning Act, R.S.O. c. P. 13, as amended.

## **2. KENNELS**

- 2.1 Every Owner or Operator of a Kennel shall no later than the 15th day of January in each year apply for a Kennel License in the form attached hereto as Schedule B.
- 2.2 No person shall own or operate a Kennel without a Kennel License.
- 2.3 All breeding dogs in a kennel shall be properly licensed and tagged.
- 2.4 No person shall use a tag on a Dog other than the Dog for which such tag is issued.
- 2.5 Every person who owns or operates a Kennel shall comply with the applicable by-laws of the Township. No Kennel License shall be issued unless such Kennel complies with the by-laws of the Township. Where an Owner or Operator of a Kennel fails to comply with a by-law of the Township, the Kennel License may be suspended or revoked.
- 2.6 Every person who owns or operates a Kennel shall permit an Animal Control Officer, upon production of proper identification, to enter and inspect the Kennel at all reasonable times for the purposes of

determining compliance with the license and the provisions of this by-law or any other by-laws of the Township applicable to a Kennel.

- 2.7 Every person who owns or operates a Kennel shall have regard to and operate within the guidelines set out in "A Code of Practice for Canadian Kennel Operations", (Canadian Veterinary Medical Association) second edition May, 2007) as amended from time to time.
- 2.8 No person who owns or operates a Kennel shall keep Dogs in an unsanitary condition. Conditions shall be considered unsanitary where the keeping of the animal or animals results in an accumulation of fecal matter, an odour, insect infestation or rodent attractants which endanger the health of the animal or any person.
- 2.9 Every person who owns or operates a Kennel shall provide the animals under care, or cause them to be provided with,
  - 2.9.1 clean, fresh drinking water and suitable food of sufficient quantity and quality to allow normal, healthy growth and the maintenance of normal, healthy body weight;
  - 2.9.2 food and water receptacles kept clean and disinfected and located so as to avoid contamination by excreta;
  - 2.9.3 the opportunity for periodic exercise sufficient to maintain good health including the opportunity to be unfettered from a fixed area and exercised regularly under appropriate control;
  - 2.9.4 necessary veterinary medical care when any animal exhibits signs of pain, illness or suffering;
  - 2.9.5 sufficient designated space for the proper enrichment and socialization of puppies;
  - 2.9.6 protection from heat, cold and wet and be of sufficient size to allow the animal the ability to turn around freely and lie in a normal position;
  - 2.9.7 access to a fenced area to the outside that permits the animal to access the outside area and return to the inside area on its own accord;
- 2.10 Every run or pen area must be regularly cleaned and sanitized and excreta removed and properly disposed of daily.

- 2.11 Every run, pen, or exercise yard shall be surrounded by a sturdy fence with a minimum height of 1.2 meters.
- 2.12 Every person who owns or operates a Kennel shall undertake measures to ensure that residences on adjacent properties are not subjected to persistent barking, calling, whining or other persistent Noise making by the Dogs kept at such Kennel.
- 2.13 Where the Township receives a complaint about Noise emissions from a licensed Kennel, an Animal Control Officer shall investigate such complaints and may at his or her sole discretion initiate a prosecution with respect to an alleged contravention of subsection 2.11.
- 2.14 Where a Kennel is found guilty of 3 or more violations of subsection 2.11 in one license term, the Animal Control Officer or Council may order the Owner or Operator to submit, at its expense, a noise evaluation study prepared by a qualified acoustical consultant and may suspend the license to operate a Kennel until such time as the Noise evaluation study has been reviewed and approved by the Township and satisfactory arrangements for the implementation of any Noise abatement measures have been made, including the entering into of any agreements and the posting of any securities required to ensure the completion of any required noise abatement measures.
- 2.15 Any application for a new kennel shall be subject to an application being made for an amendment to the Township Zoning By-law in respect to applicable zoning for a kennel in conjunction with the application for a kennel license referred to in Section 2.1
- 2.16 A license to operate a kennel shall be subject to such terms and conditions set out in the license and no person shall operate a Kennel except in accordance with the terms and conditions of the kennel license issued by the Township.
- 2.17 Notwithstanding Section 2 of this by-law, no person shall operate a kennel within or about any household or building within the Township of Wellington North save and except persons with licensed kennels legally established prior to the passing of By-law 49-2000, OR after the passing of By-law 49-2000 where the kennel was established in compliance with the provisions of the applicable Zoning By-law and Licensing By-law for the operation of the Kennel within the Township of Wellington North.
- 2.18 The applicant shall provide acoustical barriers where necessary, as determined by the animal control officer. Barriers are to be set out on the

detailed site plan and submitted with the application for the kennel license and may include, but not limited to solid fence and/or natural buffer of trees and/or mound of earth.

- 2.19 No kennel or facility or structure used in connection with the kennel and established before the passage of this by-law, shall be located less than 150 metres (492 feet) of any adjacent property owners habitable building or buildings for the keeping of livestock.
- 2.20 Any new kennel license issued after the passage of this by-law shall be limited to a maximum of 25 dogs.
- 2.21 Kennels shall be owned, managed and/or operated by the property owner on which the kennel is located;
- 2.22 The kennel owner/operator/manager shall reside on the property on which the kennel is located.
- 2.23 All kennels who have currently received their 2017 kennel license, shall be subject to the provisions in the amended by-law and will be required to meet the requirements in the kennel application form in 2018 and subsequent years.

### **3. FAILURE TO COMPLY AND COST RECOVERY**

- 3.1 The Township, its agents and servants, and any Animal Control Officer shall not be liable for damages or compensation for any Dog injured or killed under the provisions of this By-law and no such damages or compensation shall be paid to any person.
- 3.2 Where a person defaults in complying with a direction, requirement or order under this By-law to do a matter or thing, an officer or agent on behalf of the Township may, with such assistance from others as may be required, enter the land on which the contravention occurred at any reasonable time, and carry out such direction, requirement or order at the person's expense.
- 3.3 In accordance with section 446 of the *Municipal Act, 2001* the Municipality may recover the costs, from the person directed, required or ordered to do a matter or thing under this By-law, by action or by adding the costs to the tax roll and collecting them in the same manner as property taxes, and such costs to the tax roll and collecting them in the same manner as property taxes, and such costs shall include interest at an annual rate of 15 per cent.

- 3.4 For the purpose of subsection 3.3, interest shall be calculated for the period commencing the day the Municipality incurs the costs and ending on the day the costs including the interest are paid in full.
- 3.5 The amount the Municipality's costs incurred plus interest to the date payment is made in full, constitutes a lien upon the land, upon the registration of a notice of lien upon the land.

#### **4. PENALTY PROVISIONS**

- 4.1 Every person who contravenes any of the provisions of this By-law is guilty of an offence pursuant to section 429 of the Municipal Act and all contraventions of this by-law are designated as continuing offences.
- 4.2 Every person who is convicted of an offence is liable to a minimum fine of Two Hundred and Fifty Dollars (\$250) and a maximum fine of Twenty-Five Thousand Dollars (\$25,000.00) for the first offence and a maximum fine of Fifty Thousand Dollars (\$50,000.00) for a subsequent offence.
- 4.3 Notwithstanding section 15.2, every person who is convicted of an offence is liable to a set fine pursuant to the *Provincial Offences Act*, R.S.O. 1990, c. P. 33.
- 4.4 Pursuant to section 441 of the *Municipal Act, 2001* if any part of a fine for a contravention of this by-law remains unpaid after the fine becomes due and payable under section 66 of the *Provincial Offences Act*, R.S.O. 1990, c. P. 33, as amended, including any extension of time for payment ordered under that section, the Municipality may give the person against whom the fine was imposed a written notice specifying the amount of the fine payable and the final date on which it is payable, which shall be not less than twenty one (21) days after the date of the notice.
- 4.5 If the fine remains unpaid after the final date specified in the notice, the fine shall be deemed to be unpaid taxes for the purposes of section 351 of the Municipal Act, 2001.
- 4.6 In accordance with section 441.1 of the *Municipal Act, 2001* any part of a fine owing pursuant to this by-law or a related provincial offence may be added to the tax roll for any property in the Municipality for which all of the Owners are responsible for paying the fine, and collect such fine in the same manner as municipal taxes.

#### **5. SEVERABILITY**

- 5.1 If any section, subsection, clause, paragraph or provision of this By-law is found by any Court of competent jurisdiction to be invalid or beyond the powers of the Council to enact, such section, subsection, clause, paragraph or provision shall be deemed to be severable from the remainder of this by-law and all other sections or parts of this By-law shall be deemed to be separate and independent there from and are enacted as such.

**6. REPEAL SECTION**

- 6.1 This by-law will come into force and effect upon the passing of this by-law by Council.
- 6.2 Notwithstanding section 6.1 the set fines referred in section 4.3 above will come into force and effect upon the final approval of the set fines schedule by the Chief Justice, or designate, of the Ontario Court of Justice pursuant to Part 1 of the *Provincial Offences Act*, R.S.O. 1990, c. P. 33, as amended. The set fines schedule, as approved, is attached hereto as Schedule "A" and forms part of this by-law.

**READ A FIRST AND SECOND TIME THIS 26th DAY OF JUNE, 2017.**

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**ANDREW LENNOX, MAYOR**

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**KARREN WALLACE, CLERK**

**READ A THIRD TIME AND FINALLY PASSED THIS      DAY OF      2017**

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**ANDREW LENNOX, MAYOR**

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**KARREN WALLACE, CLERK**



**Schedule A**

The Corporation of the Township of Wellington North

**PART I PROVINCIAL OFFENCES ACT**By-law Number 046-17: A by-law to provide for the establishment of and licensing kennels.  
within the Township of Wellington North

<b>ITEM</b>	<b>COLUMN 1 Short Form Wording</b>	<b>COLUMN 2 Provision creating or defining offence</b>	<b>COLUMN 3 Set Fines</b>
1	Owning or operating a Kennel without a Kennel license	Section 2.2	\$350.00
2	Not licensing and tagging breeding dogs	Section 2.3	\$100.00
3	Using a dog tag for a dog other than the dog for which the tag was issued	Section 2.4	\$50.00
4	Not permitting inspector to enter and inspect Kennel	Section 2.6	\$250.00
5	Owning or operating a Kennel and keeping dogs in an unsanitary condition	Section 2.8	\$200.00
6	Not providing clean, fresh drinking water and suitable food of sufficient quality	Section 2.9.1	\$200.00
7	Not keeping food and water receptacles clean and disinfected and located so as to avoid contamination by excreta	Section 2.9.2	\$200.00
8	Not providing opportunity for periodic exercise	Section 2.9.3	\$200.00
9	Not providing necessary veterinary care	Section 2.9.4	\$200.00
10	Not providing proper enrichment for socialization of puppies	Section 2.9.5	\$200.00
11	Not providing enclosure with protection from heat, cold and wet and of sufficient size	Section 2.9.6	\$200.00
12	Not providing unfettered access to an outside fenced area	Section 2.9.7	\$200.00
13	Not regularly cleaning and sanitizing run or pen or removing and disposing of excreta daily	Section 2.10	\$200.00
14	Run or pen not surrounded by sturdy fence with minimum height of 1.2 metres	Section 2.11	\$200.00
15	Fail to ensure kennel does not disturb adjacent properties	Section 2.12	\$200.00
16	Fail to provide acoustical barriers	Section 2.18	\$200.00

17	<b>Not limiting dogs to 25 or less</b>	Section 2.20	<b>\$200.00</b>
18	<b>Fail to own/operate/manage kennel by property owner</b>	Section 2.21	<b>\$200.00</b>
19	<b>Fail to reside on the property on which a person owns/operates/manages</b>	Section 2.22	<b>\$200.00</b>

**NOTE:** The general penalty provision for the offences listed above is section 4 of bylaw 046-2017, certified copied of which have been filed and s. 61 of the *Provincial Offences Act*, R.S.O. 1990, c.P.33



7490 Sideroad 7 W, PO Box 125,  
Kenilworth, ON N0G 2E0  
www.wellington-north.com

519.848.3620  
1.866.848.3620 FAX 519.848.3228

Plan to  
Simply Explore.

www.simplyexplore.ca

## Schedule B Kennel Application Form

Date Received:	
----------------	--

Kennel Type	Fee	
Breeding Kennel	<input type="checkbox"/>	<input type="checkbox"/> \$150.00
Boarding Kennel	<input type="checkbox"/>	<input type="checkbox"/> \$150.00

*Personal information on this form is collected under the legal authority of the Municipal Act. The information is collected and maintained for the purpose of creating a record public pursuant to Section 27 of the Municipal Freedom of Information and Protection of Privacy Act. Questions about this collection should be directed to the Clerk's Office. 519-848-3620 ext. 27.*

### Applicant Information

Full Name	Last	First	MI
Address	Street Name & Number		PO Box
	Apt #	City/Town	Postal Code
Home Phone:		Business Phone:	
E-mail:			
Kennel Name:			
Kennel Address:			

### Required Information for your Application – NEW KENNELS

<input type="checkbox"/> Kennel Floor Plans
<input type="checkbox"/> Planning Department Sign off –receipt of Zoning Amendment application
<input type="checkbox"/> Site Plan Approval
<input type="checkbox"/> Building Department Approval

**Required Information For Your Application – RENEWAL AND NEW KENNELS**

Completed Application Form

License Fee (cash, cheque, debit)

If this is a Renewal License, have you expanded the operation?  Yes  No

• If yes, please provide details: \_\_\_\_\_

Dog Licenses for dogs permanently living at address (mandatory purchase at time of application)

Boarding Kennel – Insurance Certificate (minimum limit of \$2,000,000)

Breeding Kennel – Proof of Membership

- Canadian Kennel Club
- Other \_\_\_\_\_

Police Information Check (dated within 60 days of application)

- Yearly for Owners/Operators
- Staff – 1<sup>st</sup> year of employment, every 3<sup>rd</sup> year after

Complete list of all dogs kept on premises stating:

- name, breed, age, and sex

Current veterinary reports for all animals on the premises showing the following:

- that all vaccinations are up to date
- the dogs are in good health; and
- Breeding Kennels – the number of times per year that the dogs were bred

**Signature of Applicant**

I, \_\_\_\_\_, hereby declare that the above information is correct, that I have read and understood the provisions contained in By-Law #046-2017, as amended of the Township of Wellington North as well as the Code of Practice for Canadian Kennel Operations, as amended and agree to abide by these and any other applicable by-laws and code pertaining to Kennels.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**FOR OFFICE USE: Department Sign Off:**

Planning Department	Signature:	Date:
Building Department	Signature:	Date:
Clerk’s Department	Signature:	Date:

**REMIT TO: Clerk, Township of Wellington North, Box 125, 7490 Sideroad 7 W, Kenilworth ON N0G 2E0**

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

**BY-LAW NUMBER 047-17**

**BEING A BY-LAW TO REPEAL BY-LAW 044-17 BEING A BY—  
LAW TO APPOINT A BY-LAW ENFORCEMENT  
OFFICER/PROPERTY STANDARDS OFFICER/PEACE OFFICER  
FOR THE CORPORATION OF THE TOWNSHIP OF WELLINGTON  
NORTH**

**WHEREAS** it is deemed expedient to repeal By-law 044-17 being a by-law to appoint a By-law Enforcement Officer/Property Standards Officer/Peace Officer.

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

1. **THAT** By-law 044-17 be hereby repealed.

2. **FORCE AND EFFECT**

This By-law shall take effect and become in full force and effect upon its passing.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
THIS 26TH DAY OF JUNE, 2017.**

---

**ANDREW LENNOX, MAYOR**

---

**KARREN WALLACE, CLERK**

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

**BY-LAW NUMBER 048-17**

**BEING A BY-LAW TO AUTHORIZE A SUBDIVISION AGREEMENT  
(Reeves Construction Limited)**

**WHEREAS** it is deemed expedient to enter into such an Agreement with Reeves Construction Limited on the following lands having Property Identifier Number 71060-0126LT:

PART PARK LOT 3, SOUTH OF KING STREET, PART PARK 3, NORTH  
OF ALBERT STREET, BEING PART 1 ON 61R5806 TOWN OF MOUNT  
FOREST, NOW THE TOWNSHIP OF WELLINGTON NORTH,  
TOGETHER WITH AN EASEMENT AS IN RON90155 ("THE LANDS")

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

1. The Corporation shall enter into a Subdivision Agreement with Reeves Construction Limited in the form of the draft Agreement attached hereto as Schedule 1.
2. The Mayor and the Clerk of the Corporation be and they are hereby authorized and directed to sign the Agreement on behalf of the Corporation
3. And the Clerk be hereby directed to cause notice of the said Agreement to be registered on the title to the lands.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
THIS 26TH DAY OF JUNE, 2017.**

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

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

**SUBDIVISION AGREEMENT**

**Between**

**Reeves Construction Limited**

**- and -**

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

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

**TOWNSHIP OF WELLINGTON NORTH**

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**TOWNSHIP OF WELLINGTON NORTH**  
**SUBDIVISION AGREEMENT**

**THIS AGREEMENT** made on the 26<sup>th</sup> day of June, 2017.

**BETWEEN:**

**REEVES CONSTRUCTION LIMITED**

(the "Developer")

- and -

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

(the "Township")

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

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

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

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

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

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

## SECTION 1 – ORDER OF PROCEDURE

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

1.3.4 provide written confirmation of approval required for drainage, road crossings, encroachments, or easements from the Township, County, Conservation Authority, the Ministry of Transportation of Ontario and any other authority having jurisdiction.

1.4 Prior to the sale of any lot and/or prior to the making of application for building permits the Developer shall:

1.4.1 comply with all requirements of Section 8.9 of this Agreement.

1.5 Prior to any person occupying any building within the Subdivision the Developer shall:

1.5.1 comply with all the requirements of Section 8.10 of this Agreement.

## **SECTION 2 – LIST OF ATTACHED SCHEDULES**

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

2.1 Schedule “A” - Description of Lands being Subdivided.

2.2 Schedule “B” - Identification of Draft Plan.

2.3 Schedule “C” - Township of Wellington North Municipal Servicing Standards (Current).

2.4 Schedule “D” - Works to be Constructed.

2.5 Schedule “E” - Itemized Estimate of Cost of Construction of Each Part of the Works.

2.6 Schedule “F” - List of Lots Unsuitable for Building Purposes.

2.7 Schedule “G” - Owner’s Final Grading Certificate.

2.8 Schedule “H” - List of Lands for Municipal Purposes and Easements to be Granted to the Township.

2.9 Schedule “I” - No Occupancy Agreement.

2.10 Schedule “J” - Application for Reduction of Security.

2.11 Schedule “K” - Form of Partial Release.

2.12 Schedule “L” - Conditions of Draft Approval.

2.13 Schedule “M” - Special Provisions and Exceptions (Section 10).

## **SECTION 3 – INSTALLATION OF SERVICES**

3.1 General Obligations

The Developer shall comply with all requirements of this Agreement, including the requirements and/or conditions set out or identified in the Schedules which are attached to and form part of this Agreement, to the satisfaction of the Township, and with respect to the Conditions of Draft Approval described in Schedule “L” to the satisfaction of the Saugeen Valley Conservation Authority, Upper Grand

District School Board and the Wellington Catholic District School Board. The Developer shall design, construct and install, at its own expense, and in a good and workmanlike manner in accordance with standards of the Township as set out in Schedule “C”, the Works as in Schedule “D” to the satisfaction of the Township.

3.2 Township’s Engineering, Planning and Legal Costs

3.2.1 The Developer agrees to pay the Township’s cost of the Township Planner and the Township Solicitor in processing the Subdivision and of the Township Engineer for checking of plans 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 Climate Change, and other authorities having jurisdiction;

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

3.3.6 to maintain all records of construction and upon completion, to advise the Township Engineer of all construction changes and to prepare final “as

constructed” drawings. 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; and

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 its expense, construct, install or perform such additional Works at the request of the Township Engineer.

#### 3.5 Approval of Plans

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

#### 3.6 Notification of Commencement

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

#### 3.7 Progress of Works

The Developer shall install all Works in a timely manner, in accordance with the requirements of Schedule “C” and this Agreement. If it fails to do so, or, having commenced the Works, fails or neglects to proceed with reasonable speed, or in the event that the Works are not being installed in the manner required by the Township, then upon the Township giving seven (7) days written notice by prepaid registered mail to the Developer, the Township may, without further notice enter upon the Lands and proceed to supply all materials and to do the necessary work in connection with the installation of the Works, including the

repair or reconstruction of faulty work and the replacement of materials not in accordance with the specifications, and to charge the cost thereof together with an engineering fee of ten percent (10%) of the cost of such materials and works to the Developer who shall forthwith pay the same upon demand. If the Developer fails to pay the Township within thirty (30) days of date on the bill, the money owing may be deducted from the cash deposit, letters of credit, or other securities. It is understood in the event that the Township must enter upon the Lands and have the Works completed or repaired as outlined above any or all original mylars and specifications prepared by the Developer's Engineer must be provided to the Township Engineer if required. It is understood and agreed between the parties hereto that such entry upon the Lands shall be as agent for the Developer and shall not be deemed for any purpose whatsoever, as an acceptance or assumption of the Works by the Township. The Township, in addition to all other remedies may refuse to issue building permits until the Works are completely installed in accordance with this Agreement and to the satisfaction of the Township.

3.8 Scheduling of Works

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

3.9 Contractor

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

3.10 Utility Costs and Charges

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

3.11 Access Roads

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



3.12 Movement of Fill

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

3.13 Damage to Existing Plant

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

3.14 Signs

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

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

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

3.15 Testing

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

3.16 Erosion and Silting Control

The Developer must take all necessary precautions to prevent erosion and sedimentation of sewers, ditches, culverts, slopes, etc. both within the Development and downstream during construction and completion of servicing of the Subdivision. Failing adequate precautions being taken the Developer will be

responsible for correcting any damages and paying all maintenance costs resulting therefrom.

3.17 Emergency Access

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

3.18 Construction Refuse and Weeds

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

3.19 Dust Control

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

3.20 Street Names

The Developer shall name all streets within the Lands forming part of the Plan with names approved by the Township.

3.21 Municipal Street Numbers

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

3.21.2 The Developer shall display by means of a sign at least 1' x 1' to be erected on each Lot or Block within the Plan, the Lot or Block number as shown on the Plan and the street number and Lot or Block number for each Lot or Block prior to the

issuance of a Building Permit for that Lot or Block which sign shall remain until such time as the building on such Lot or Block is occupied in accordance with the provisions of this Agreement.

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

#### **SECTION 4 – ACCEPTANCE OF WORKS**

##### 4.1 Stages of Construction and Services

The Township will grant Preliminary 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 has 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 or any other applicable servicing agreement, and upon satisfactory inspection by the Township Engineer, the Township Engineer will recommend that the Township grant a Certificate of Preliminary Acceptance. This Certificate may include a list of minor deficiencies which the Developer must repair. The services shall then be subject to a guaranteed maintenance period as described in Section 5.1.

##### 4.3 Final Acceptance of the Works

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

- is satisfied the applicable services have been completely installed;
- is satisfied all repairs or maintenance work on the applicable services have been completed;
- has approved the formal certification of final completion from the Developer's Engineer certifying that all Works and services have been installed; and
- has received as-built drawings as detailed elsewhere in this Agreement.

#### 4.4 Acceptance During Winter Months

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

#### 4.5 Use of Works by Township

The Developer agrees that:

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

#### 4.6 Replacement of Survey Bars

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

#### 4.7 Ownership of Services

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

## **SECTION 5 – MAINTENANCE OF WORKS**

### 5.1 Maintenance of Works

The Developer will be responsible for the repair and maintenance of all Subdivision services and Works including hydro costs for street lights, until a Certificate of Final Acceptance is issued by the Township. This maintenance period shall extend for two (2) years from the date of the Certificate of Preliminary Acceptance for each stage of the Works. If during this period, the Developer fails to carry out maintenance work within seventy-two (72) hours after receipt of the request from the Township, then the Township Engineer or 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 Blocks within the Plan and all lands abutting the Plan shall be graded to drain in accordance with the Drainage Plan as approved by the Township Engineer. It is understood and agreed by the parties hereto that the drainage of surface waters on the Lots and Blocks in the Plan, are the sole responsibility of the Developer and subsequent purchasers, and the Developer is to provide and maintain adequate drainage of such surface waters. Satisfactory drainage outlets shall be provided. Drainage outlets shall be constructed from the limits of the Subdivision to a sufficient outlet in accordance with the approved engineering drawings.

6.2 Preservation of Trees

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

6.3 Lots Unsuitable for Building

Any Lot which will require special attention in order to be serviced will be listed in Schedule "F" of this Agreement. Prior to the making of an application for the issuance of a building permit for any Lot listed in Schedule "F", the Developer's Engineer must submit a letter to the Township Engineer outlining the measures to be taken to correct the problems on the Lots. This proposal must be approved prior to applying for a building permit.

#### 6.4 Lot Grading

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

#### 6.5 Obligation to Complete Grading According to Lot Grading Plan

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

#### 6.6 Certified Building Lot Site Plan

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

- 6.6.1 a Building Lot Site Plan bearing the signature and seal of an Ontario Professional Engineer holding a Certificate of Authorization from Professional Engineers Ontario or who is employed by a partnership or corporation holding such Certificate of Authorization to offer professional engineering services to the public (the "Professional Engineer") or a Registered Ontario Land Surveyor who certifies thereon that it generally conforms with the Lot Grading Plan has been filed with the Chief Building Official of the Township showing:
  - 6.6.1.1 the proposed finished elevation of these lands at each corner of the Lot or Block;
  - 6.6.1.2 the proposed finished elevation of these lands at the front and rear of the building;
  - 6.6.1.3 the proposed finished elevations of the underside of the footings and the proposed finished height of the foundation of the building;
  - 6.6.1.4 the proposed finished elevation of any retaining walls, the proposed elevation of any walk-out onto these lands from the basement of the building, and the proposed elevation of any basement window openings;
  - 6.6.1.5 the proposed finished elevation and slope of any driveway and the proposed location of any swale or rear yard catch basin;
  - 6.6.1.6 any abrupt changes in the proposed finished elevation of these lands; and
  - 6.6.1.7 the Lot and Registered Plan number, the municipal address for the subject Lot or Block and the proposed location of the building thereon in relation to the Lot or Block boundaries.
- 6.6.2 The Developer hereby agrees that the existing property line grades abutting developed land are not to be altered or disturbed, except as approved otherwise by the Township Engineer.

6.7 Owner's Final Grading Certificate

6.7.1 No newly constructed building shall be occupied or used unless there is filed, prior to occupancy, in the case of substantial completion on or between June 1 and October 31, or,

6.7.2 by the following June 1, in the case of substantial completion on or between November 1 and May 31 next,

6.7.3 with the Township Chief Building Official an Owner's Final Grading Certificate in the form attached as Schedule "G" bearing the signature and seal of the 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 Certificate.

6.7.4 If occupancy occurs between November 1 and May 31 next and an Owner's Final Grading Certificate as described in Section 6.7.3 is not filed prior to occupancy with the Township Chief Building Official, then the Owner shall provide the Township Chief Building Official with a written undertaking to file the Owner's Final Grading Certificate with the Township Chief Building Official by the following June 1.

6.7.5 If and when the Owner's Final Grading Certificate is accepted by the Township Chief Building Official that the Lands generally conform with the Lot Grading Plan and the Certified Building Lot Site Plan, the Damage/Lot Grading Deposit referred to in Section 8.9.8.1 is returnable to the Owner subject to the provisions of Section 6.7.6 and Section 8.9.8.2 of this Agreement.

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

6.8 Obligation to Maintain Grading

After the building Lot or Block is graded in accordance with the Lot Grading Plan and the Certified Building Lot Site Plan, no change shall be made to the actual finished elevation and grading of the building Lot or Block in any way that results in a material alteration of drainage on or across the building Lot or Block or adjacent lands from that shown on the Lot Grading Plan for the adjacent lands or the Owner's Final Grading Certificate for the building Lot or Block. It is agreed



and understood that subsection 51 (26) of the Planning Act, R.S.O. 1990, c.P.13 applies and the Township shall enforce this provision against the Developer and all subsequent owners of any Lot or Block, and in addition or alternatively the Township may, in the event that this subsection is contravened, direct that the contravention be remedied by the owner failing which the Township may proceed to remedy the contravention at the owner's expense and it is agreed that the cost thereof may be added to the tax roll and collected in the same manner as taxes.

6.9 Prevention of Surface Water Flow

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

6.10 Erosion Control

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

6.11 Maintenance of Lot Grading

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

## **SECTION 7 – LANDS TO BE CONVEYED**

7.1 Lands for Municipal Purposes

The Developer shall convey in fee simple a good title free from encumbrances to the Township lands for municipal purposes other than roads, which shall be mutually agreed upon by the Developer and the Township, or to make a cash payment in lieu thereof as stipulated by the Township and also to convey to the Township in fee simple, the 0.3-metre reserves and other lands required by the Township. The deeds/transfers for such lands are to be approved by the

Township Solicitor and thereafter forthwith registered and deposited with the Township Clerk. The cost for preparation and registration of the said deeds/transfers shall be paid by the Developer. A list of lands for municipal purposes to be conveyed to the Township shall be set out in Schedule “H” of this Agreement. Where applicable Section 4.3 (Final Acceptance of the Works) must be complied with.

## 7.2 Easements

The Developer agrees to grant at its expense all such easements and rights-of-ways as may be required for the installation and supply of services to the Subdivision. A list of easements and rights-of-ways to be granted to the Township shall be set out in Schedule “H” of this Agreement.

## **SECTION 8 – ADMINISTRATION**

### 8.1 Voiding Agreement

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

### 8.2 Developer’s Expense

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

### 8.3 Phasing

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

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

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

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

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

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

#### 8.4 Developer’s Liabilities

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

#### 8.5 Insurance

The Developer shall 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, 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 its principal place of business and shall be effective as of the date of the deposit thereof in the Post Office.

#### 8.7 Registration

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

8.8 Mortgagee Postponement and Subordination

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

8.9 Requirements for Building Permits

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

- 8.9.1 Preliminary Acceptance has been granted for Stage 1 and Stage 2 servicing for that phase of the Subdivision, and the lands and easements in Schedule "H" have been conveyed and granted to the Township.
- 8.9.2 the Developer has provided satisfactory documentation to the Township Engineer that Stage 3 of the Subdivision servicing will be completed within six (6) weeks of the date of the issuance of the building permit;
- 8.9.3 the Developer has provided sufficient documentation to the Township Engineer confirming that the remaining underground services, telephone, cable tv, and gas are being scheduled for installation;
- 8.9.4 approval of the Township has been obtained for the construction of any buildings to be erected on Lots or Blocks that may be listed in Schedule "F" hereto;
- 8.9.5 the signs denoting "Unassumed Roads" have been installed at the entrances to the Subdivision;
- 8.9.6 all dead trees within the limit of the Plan have been removed;

- 8.9.7 all street identification signs required by this Agreement have been installed and are in place; and
- 8.9.8.1 payment to the Township by cash or letter of credit in the amount of \$2,500.00 the Works Damage/Lot Grading Compliance Deposit (herein “Damage/Lot Grading Deposit”) provided for in Schedule “M” of which the sum of \$100.00 is non-refundable.
- 8.9.8.2 The balance of the Damage/Lot Grading Deposit shall be refundable in whole or in part after the building has been constructed and occupied, an Owner’s Final Grading Certificate has been filed with and accepted by the Township Chief Building Official and the required service connections have been made and all damages to the Works which form the subject matter of this Agreement resulting from house building and/or landscaping activities on the subject Lot or Block have been repaired to the satisfaction of the Township Chief Building Official and Township Manager of Public Works.
- 8.9.8.3 With respect to lot grading rectification and return of the Damage/Lot Grading Deposit, see also Section 6.7.6 of this Agreement.
- 8.9.8.4 With respect to repair of damage to the Works, in the event that the Owner fails to repair the damage to the Works when so instructed by the Township Chief Building Official or Township Manager of Public Works, the Township may, at its option, undertake the repair of such damage and all costs over and above the \$2,500.00 deposit shall be charged back to the Owner and shall include a management fee of fifteen percent (15%) of the cost of labour and material, shall be a charge against the Lot or Block for which repairs were carried out, and shall be payable forthwith;
- 8.9.9.1 payment to the Township by cash or letter of credit in the amount of \$2,000.00 the Trees/Driveway Ramp Deposit provided for in Schedule “M” of which the sum of \$100.00 is non-refundable.
- 8.9.9.2 The balance of the Trees/Driveway Ramp Deposit shall be refundable in whole or in part after any required trees have been planted on the public highway and the required driveway entrance ramp leading to the Lot has been completed, and in the event that the Owner fails to provide and complete the trees and the driveway ramp when so instructed by the Township Chief Building Official or Township Manager of Public Works, the Township may, at its option, undertake the provision of the trees and driveway ramp and all costs over and above the \$2,000.00 deposit shall be charged back to the Owner and shall include a management fee of fifteen percent (15%) of the cost of labour and material, shall be a charge against the lot, and shall be payable forthwith;
- 8.9.10 payment to the Township by cash in the amount of the current applicable Development Charge(s) per Lot or Block in the Plan under the Development Charges By-law of the Township; and
- 8.9.11 a Certified Building Lot Site Plan has been filed with the Chief Building Official of the Township pursuant to Section 6.6.

8.10 Requirements for Occupancy

Subject to Section 8.11 herein, no building erected on the Lots or Blocks within the Plan shall be occupied until a Certificate of Inspection re: Readiness for Occupancy has been issued by the Township Chief Building Official and the said Certificate shall not be issued until:

- 8.10.1 preliminary Acceptance has been granted for Stage 3 servicing for the phase of the Subdivision including the Lot or Block;
- 8.10.2 the roadway from the entrance of the Subdivision to and including the Lot or Block of which the building is a part, has received the base course asphalt;
- 8.10.3 the electrical distribution plant including street lights have been installed and approved by Wellington North Power Inc. and any other applicable utility company;
- 8.10.4 the traffic and street signs have been installed and approved by the Township Engineer;
- 8.10.5 a certificate 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; and
- 8.10.8 the Developer agrees that the preceding requirements in this Section 8.10 are in addition to and not in substitution of the requirements of the Ontario Building Code Act as amended and regulations thereunder with respect to certificates for occupancy.

8.11 Special Building Permits / Model Homes

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

agreement with the Township to stipulate and define location and timing conditions for the construction of any model home or homes satisfactory to the Township.

8.12 Right to Enter into an Agreement

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

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

8.13 Successors and Assigns

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

8.14 Notification of Charges

8.14.1 The Developer shall in every Agreement of Purchase and Sale or Offer to Purchase pertaining to any Lot or Block within the Plan notify each purchaser of all of the payments to be made by the purchaser to the Township pursuant to this Agreement and all of the provisions of this Agreement which shall continue in force after the completion of the sale.

8.14.2 The Developer shall in every Agreement of Purchase and Sale or Offer to Purchase pertaining to Lot 13 notify each purchaser, that Lot 13 abuts Block 32, which has been designated for use as part of the storm water management facilities.

8.14.3 The Developer shall in every Agreement of Purchase and Sale or Offer to Purchase pertaining to any Lot or Block within the Plan notify each purchaser that all persons who make first purchases of land within the plan of subdivision after final approval of the subdivision plan are informed, when the land is transferred, of all the development charges related to this plan of subdivision.

8.15 Scheduling, Progress and Completion

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

8.16 No Township Liability

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

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

8.17 Conflict

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

8.18 Amendment

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

8.19 First Registration – Land Titles Act

The Plan shall not be registered before the title of the Developer to the land within the Plan has been registered pursuant to the provisions for First Registration under



the Land Titles Act, R.S.O. 1990, c.L.5, and the appropriate evidence thereof has been registered.

8.20 Township Street Entrance Policy

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

**SECTION 9 – FINANCIAL PROVISIONS**

9.1 Development Charges, Drainage and Local Improvement Charges

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

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

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

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

9.1.2 The Developer covenants and agrees as follows:

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

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

The Developer hereby releases and forever discharges the Township from any and all claims for credits against Development Charges payable hereunder or payable at the issuance of a Building Permit or permits for construction within the Plan of

Subdivision and the Developer hereby waives all such claims for credits except for the credits that may be specified in any schedule forms part of this Agreement. Any such credits so specified in any schedule forming part of this Agreement. Any such credits so specified herein and the calculation thereof shall be deemed to be conclusive and binding on the Developer.

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

9.1.4 Before the Plan is approved the Developer agrees to commute and pay all charges made with respect to the Drainage Act, R.S.O. 1990, c.D.17, and the Municipal Act, 2001, S.O. 2001, c.25 including but not limited to charges or rates outstanding in respect of the Lands under any sewer rate and/or water rate by-law which are assessed against the Lands on the Plan. Before the Plan is approved the Developer agrees to 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 An irrevocable Letter of Credit from a chartered bank, issued in form and content satisfactory to the Township's Chief Administrative Officer, in the amount of one hundred percent (100%) of the estimated cost of the Works as set out in Schedule "E" and as approved by the Township Engineer or the Township's Chief Administrative Officer.

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

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

9.2.4 All Letters of Credit shall be for a minimum guaranteed period of one (1) year or such longer time as the Township may decide. All Letters of Credit referred to in this Section 9.2 shall contain the following clause:

“It is a condition of the Letter of Credit that it shall be deemed to be automatically extended without amendment from year to year from the present or any future expiration date hereof, unless at least thirty (30) days prior to the present or any future expiration date, we notify you in writing by registered mail that we elect not to consider this Letter of Credit to be renewable for any additional period.”

9.2.5 Unless each and every Letter of Credit is renewed as noted above, no application for a building permit shall be made and the Township shall have the absolute right to prohibit occupancy of homes, whether partially or fully completed, from the said date thirty (30) days prior to the expiration of that Letter of Credit.

### 9.3 Reduction of Securities

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

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

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

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

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

- 9.3.5 Subject to Sections 9.3.6 and 9.3.7 minimum security requirements, the value of the reduction shall be based upon a retained security requirement equal to the value of the Works remaining to be completed by the Developer plus twenty percent (20%) of the value of the Works completed to the date of the application.
- 9.3.6 Subject to any outstanding deficiencies or contingencies, and subject to Section 9.3.7, the Township throughout the maintenance period for each of the 4 stages shall hold as security the greater of ten percent (10%) of the estimate of the cost of the Works as set out in Schedule “E” for the applicable stage or thirty thousand dollars (\$30,000.00).
- 9.3.7 Upon receipt by the Township of a deposit or deposits for any Lot on the Plan as provided for in paragraph 1 on Schedule “M”, the Township shall reduce the security or the balance of it by an amount equal to the portion of the deposit or deposits included in the security at the time of the next reduction under Section 9.3.1. With respect to security reductions for a deposit or deposits for any Lot during any of the maintenance periods, the Developer shall be entitled from time to time to a security reduction equal to the deposits accumulated for no less than five (5) Lots provided that at least thirty (30) days have passed since the last reduction and the reduction will not reduce the security for any of the 4 stages for which a Certificate of Final Approval has not been issued below the minimum amount of thirty thousand dollars (\$30,000.00).
- 9.4 Statutory Declaration of Accounts Paid  
The Developer agrees that upon applying for a discharge of securities or for a Certificate of Preliminary Acceptance for the services within the Subdivision, he shall supply the Township with a Statutory Declaration that all accounts for work and materials for said services have been paid except normal guarantee holdbacks and that there are no claims for liens or otherwise in connection with such work done or materials supplied for or on behalf of the Developer in connection with the Subdivision.
- 9.5 Construction 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 demand of the Township Solicitor will forthwith take such steps to immediately discharge all liens upon the services.
- 9.5.2 Notwithstanding anything to the contrary contained in this Agreement, the Developer hereby agrees that the filing of any liens pursuant to the said Construction Lien Act, with respect to the Lands, shall constitute a default by the Developer of the terms of this Agreement and shall entitle the Township to draw

on any or all of the security referred to in Section 9.2 of this Agreement and to utilize said draw to make payment into Court of the holdback together with costs.

9.6 Partial Release

9.6.1 Upon receipt of confirmation from the Township Engineer and upon being satisfied that the obligations of the Developer under this Agreement have been performed, with the exception of the lot grading requirements included in Section 6, the Clerk shall execute a partial release of this Agreement, in the form attached hereto as Schedule “K”, and the delivery and registration of such partial release shall constitute a full and final release of the obligations of the Developer under this Agreement, with the exception of lot grading requirements included in Section 6, with respect to the lot or lots named therein.

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

**SECTION 10 – SPECIAL PROVISIONS AND EXCEPTIONS**

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

**SECTION 11 – SIGNATURES**

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

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

REEVES CONSTRUCTION LIMITED

---

Robert Reeves

Title: Director

I have authority to bind the Corporation.

THE CORPORATION OF THE TOWNSHIP OF  
WELLINGTON NORTH

---

Andy Lennox, Mayor

---

Karren Wallace, Clerk

We have authority to bind the Corporation.

Developer's Address: 372 Main Street, P.O. Box 970, Mount Forest, Ontario N0G 2L0

Developer's Telephone: 519-323-1241

Developer's Facsimile:

**SCHEDULE "A" OF THE SUBDIVISION AGREEMENT****DESCRIPTION OF LANDS BEING SUBDIVIDED**

In the Township of Wellington North (formerly Town of Mount Forest), County of Wellington, Province of Ontario, being composed of PT PK LT 3, S OF KING ST, PT PK 3 N OF ALBERT ST, PT 1 61R5806, TOWN OF MOUNT FOREST; T/W EASEMENT AS IN RON90155

Property Identifier Number (PIN): 71060-0126(LT)

**SCHEDULE "B" OF THE SUBDIVISION AGREEMENT****IDENTIFICATION OF DRAFT PLAN**

County of Wellington File No. 23T-79087, as lastly revised in April, 2015 by WSP, boundary certified by Alex Wilson, O.L.S. on April 2, 2014 and showing Part of Park Lot 3, former Town of Mount Forest with 28 single detached residential lots (Lots 1-23 & 27-31); 6 semi-detached residential lots (Lots 24-26); Stormwater management (Block 32 – 0.132 ha.); 3 streets (1.026 ha.) being a total area of 3.180 hectares.



**SCHEDULE "C" OF THE SUBDIVISION AGREEMENT****Township of Wellington North Municipal Servicing Standards**

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

**SCHEDULE “D” OF THE SUBDIVISION AGREEMENT**


**WORKS TO BE CONSTRUCTED**


The Works to be constructed as detailed in the complete set of drawings titled Lucas Subdivision, Contract No. 14-12828-01 prepared by WSP, 101-14<sup>th</sup> Avenue, Hanover, Ontario dated February, 2014, which is on title at the offices of The Corporation of the Township of Wellington North, 7490 Sideroad 7 West, P.O. Box 125, Kenilworth, Ontario N0G 2E0

<b>Dwg No.</b>	<b>Description</b>	<b>Author</b>	<b>Revision Date</b>
TS	Title Sheet	WSP	Jan 11/17
C1	General Servicing Plan	WSP	Jan 11/17
C2	Sanitary Servicing Plan	WSP	Jan 11/17
C3	Storm Drainage Plan	WSP	Jan 11/17
C4	Street A Plan and Profile STA. 0+000 to STA. 0+290	WSP	Jan 11/17
C5	Street A Plan and Profile STA. 0+290 to STA. 0+380	WSP	Jan 11/17
C6	Sarah Road Plan and Profile STA. 1+000 to STA. 1+106 Street B Plan and Profile STA. 2+000 to STA. 2+073	WSP	Jan 11/17
C7	King Street Plan and Profile STA. 3+000 to STA. 3+180	WSP	Jan 11/17
C8	Drainage Easement Plan and Profile STA. 4+000 to STA. 4+250	WSP	Jan 11/17
C9	West Drainage Easement Plan and Profile STA. 5+000 to STA. 5+180	WSP	Jan 11/17
C10	Lot Grading Plan	WSP	Jan 11/17
C11	Erosion & Sediment Control Plan	WSP	Jan 11/17
C12	Miscellaneous Details and Typical Cross-Sections	WSP	Jan 11/17
C13	Miscellaneous Details 1	WSP	Jan 11/17
C14	Miscellaneous Details 2	WSP	Jan 11/17
C15	Miscellaneous Details 3	WSP	Jan 11/17
E1	Electrical Layout	WSP	Dec 19/16
E2	Electrical Details	WSP	Sep 06/16
00	Stormwater Management Report	WSP	Feb 2015

**SCHEDULE "E" OF THE SUBDIVISION AGREEMENT**

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

Project No. 01803		June 14, 2017			
		<b>Table 1</b> <b>Lucas Subdivision - Phase 1</b> <b>Preliminary Construction Cost Estimate</b> <b>Town of Mount Forest</b>			
<b>Item</b>	<b>Tender Cost Summary</b>	<b>Total</b>			
1.0	Watermain and Appurtenances	\$81,910.00			
2.0	Storm Sewers	\$181,045.00			
3.0	Stormwater Management Items	\$47,727.50			
4.0	Sanitary Sewers and Appurtenances	\$83,810.00			
5.0	Road Works	\$174,905.00			
6.0	Contingency (5%)	\$28,469.88			
7.0	Engineering (7%)	\$41,850.72			
8.0	HST (13%)	\$83,163.35			
<b>Total Preliminary Cost</b>		<b>\$722,881.44</b>			
<b>1.0</b>	<b>Watermain and Appurtenances</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
1.01	150 mm PVC DR 18 Watermain	429	m	\$90.00	\$38,610.00
1.02	150 mm dia. Gate Valves	8	Each	\$1,000.00	\$8,000.00
1.03	Supply and Install 25mm Water Service	25	Each	\$800.00	\$20,000.00
1.04	Supply and Install Hydrant c/w Hydrant Sign	3	Each	\$4,000.00	\$12,000.00
1.05	Commission Watermain	100%	LS	\$1,500.00	\$1,500.00
1.06	Connect to Existing Watermain	2	Each	\$900.00	\$1,800.00
<b>Total Section 1.0</b>					<b>\$81,910.00</b>
<b>2.0</b>	<b>Storm Sewers</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
2.01	Connect to Existing Storm Sewer	1	Each	\$1,000.00	\$1,000.00
2.02	250 mm dia. HDPE Storm Sewer	10	m	\$100.00	\$1,000.00
2.03	300 mm dia. HDPE Storm Sewer	635	m	\$85.00	\$53,975.00
2.04	375 mm dia. HDPE Storm Sewer	42	m	\$125.00	\$5,250.00
2.05	450 mm dia. Concrete Storm Sewer	18	m	\$150.00	\$2,700.00
2.06	525 mm dia. Concrete Storm Sewer	39	m	\$200.00	\$7,800.00
2.07	600 mm dia. Concrete Storm Sewer	95	m	\$240.00	\$22,800.00
2.08	600 x 600 mm Precast Concrete Catchbasin	2	Each	\$1,500.00	\$3,000.00
2.09	1200 mm dia. Catchbasin Manhole	3	Each	\$3,500.00	\$10,500.00
2.10	1200 mm dia. Manhole	6	Each	\$2,700.00	\$16,200.00
2.11	600 x 600 mm Ditch Inlet Catchbasin	8	Each	\$1,600.00	\$12,800.00
2.12	600 x 1450 mm Twin Inlet Catchbasin	3	Each	\$3,300.00	\$9,900.00
2.13	1500mm Twin Inlet Catchbasin Manhole	3	Each	\$4,000.00	\$12,000.00
2.14	Supply and Install 100mm Storm Services	18	Each	\$700.00	\$12,600.00
2.15	150 mm dia. Perforated Sub-drain	560	m	\$17.00	\$9,520.00
<b>Total Section 2.0</b>					<b>\$181,045.00</b>
<b>3.0</b>	<b>Stormwater Management Items</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
3.01	Supply and Install Light Duty Silt Fence	1333	m	\$7.50	\$9,997.50
3.02	Topsoil Stripping	1200	m <sup>3</sup>	\$1.00	\$1,200.00
3.03	Pond Excavation	1600	m <sup>3</sup>	\$3.50	\$5,600.00
3.04	Supply and Install Turf Reinforcement Net	65	m <sup>2</sup>	\$42.00	\$2,730.00
3.05	Supply & Install Orifices and Flap Gate	100%	LS	\$1,700.00	\$1,700.00
3.06	200mm dia Perforated Subdrain	60	m	\$25.00	\$1,500.00
3.07	CDS, Oil Grit Separator	1	Each	\$25,000.00	\$25,000.00
<b>Total Section 3.0</b>					<b>\$47,727.50</b>
<b>4.0</b>	<b>Sanitary Sewers and Appurtenances</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
4.01	Connect To Existing Sanitary Manhole	1	Each	\$1,800.00	\$1,800
4.02	125 mm dia. Sanitary Service	25	Each	\$800.00	\$20,000
4.03	200 mm PVC SDR-35 Sanitary Sewer	389	m	\$90.00	\$35,010
4.04	1200 mm dia. Manhole (including drop structure where required)	5	Each	\$3,500.00	\$17,500
4.05	Video Inspection of Sewer - Substantial Performance including services	100%	LS	\$2,500.00	\$2,500
4.06	Video Inspection of Sewer - Prior to Surface Asphalt	100%	LS	\$3,500.00	\$3,500
4.07	Video Inspection of Sewer - Prior to Final Acceptance	100%	LS	\$3,500.00	\$3,500
<b>Total Section 4.0</b>					<b>\$83,810.00</b>
<b>5.0</b>	<b>Road Works</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
5.01	Earth Excavation	2,250	m <sup>3</sup>	\$5.00	\$11,250.00
5.02	Granular 'B'	3,500	Tonne	\$9.50	\$33,250.00
5.03	Granular 'A'	1,100	Tonne	\$11.50	\$12,650.00
5.04	HL-4 Hot Mix (Base Course)	320	Tonne	\$85.00	\$27,200.00
5.05	HL-3 Hot Mix (Surface Course)	360	Tonne	\$85.00	\$30,600.00
5.06	Supply and Install Concrete Curb and Gutter	560	m	\$43.00	\$24,080.00
5.07	Supply and Install 1.5m Concrete Sidewalk	330	m <sup>2</sup>	\$45.00	\$14,850.00
5.08	Topsoil and Sod	2,350	m <sup>2</sup>	\$6.50	\$15,275.00
5.09	Dust Control	100%	LS	\$750.00	\$750.00
5.10	Supply and Install Traffic Signs	3	Each	\$250.00	\$750.00
5.11	Subgrade and Boulevard Preparation	100%	LS	\$1,750.00	\$1,750.00
5.12	Supply and Place Electrical Duct Crossings	100%	LS	\$2,500.00	\$2,500.00
<b>Total Section 5.0</b>					<b>\$174,905.00</b>
<b>Notes:</b>					
1. The estimate of construction costs is based on costing from Reeves Construction for this project only. This is not to be interpreted as a guarantee by Cobide Engineering Inc. or Reeves Construction of the cost for any project other than this one.					

Project No. 01803		June 14, 2017			
		<b>Table 2</b> <b>Lucas Subdivision - Phase 2</b> <b>Preliminary Construction Cost Estimate</b> <b>Town of Mount Forest</b>			
<b>Item</b>	<b>Tender Cost Summary</b>	<b>Total</b>			
1.0	Watermain and Appurtenances	\$21,960.00			
2.0	Storm Sewers	\$84,609.00			
3.0	Stormwater Management Items	\$960.00			
4.0	Sanitary Sewers and Appurtenances	\$20,570.00			
5.0	Road Works	\$130,853.50			
6.0	Contingency (5%)	\$12,947.63			
7.0	Engineering (7%)	\$19,033.01			
8.0	HST (13%)	\$37,821.31			
	<b>Total Preliminary Cost</b>	<b>\$328,754.44</b>			
<b>Section 1.0</b>					
<b>1.0</b>	<b>Watermain and Appurtenances</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
1.01	150 mm PVC DR 18 Watermain	94	m	\$90.00	\$8,460.00
1.02	Supply and Install 25mm Water Service	9	Each	\$800.00	\$7,200.00
1.03	Supply and Install Hydrant c/w Hydrant Sign	1	Each	\$4,000.00	\$4,000.00
1.04	Commission Watermain	100%	LS	\$500.00	\$500.00
1.05	Connect to Existing Watermain	2	Each	\$900.00	\$1,800.00
	<b>Total Section 1.0</b>				<b>\$21,960.00</b>
<b>Section 2.0</b>					
<b>2.0</b>	<b>Storm Sewers</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
2.01	300 mm dia. HDPE Storm Sewer	175	m	\$85.00	\$14,875.00
2.02	375 mm dia. HDPE Storm Sewer	139	m	\$125.00	\$17,375.00
2.03	600 x 600 mm Precast Concrete Catchbasin	3	Each	\$1,500.00	\$4,500.00
2.04	1200 mm dia. Catchbasin Manhole	2	Each	\$3,500.00	\$7,000.00
2.05	1200 mm dia. Manhole	1	Each	\$2,700.00	\$2,700.00
2.06	600 x 600 mm Ditch Inlet Catchbasin	1	Each	\$1,600.00	\$1,600.00
2.07	600 x 1450 mm Twin Inlet Catchbasin	2	Each	\$3,300.00	\$6,600.00
2.08	1500mm Twin Inlet Catchbasin Manhole	2	Each	\$4,000.00	\$8,000.00
2.09	Supply and Install 100mm Storm Services	21	Each	\$700.00	\$14,700.00
2.10	150 mm dia. Perforated Sub-drain	427	m	\$17.00	\$7,259.00
	<b>Total Section 2.0</b>				<b>\$84,609.00</b>
<b>Section 3.0</b>					
<b>3.0</b>	<b>Stormwater Management Items</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
3.01	Topsoil Stripping	960	m <sup>3</sup>	\$1.00	\$960.00
	<b>Total Section 3.0</b>				<b>\$960.00</b>
<b>Section 4.0</b>					
<b>4.0</b>	<b>Sanitary Sewers and Appurtenances</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
4.01	125 mm dia. Sanitary Service	9	Each	\$800.00	\$7,200
4.02	200 mm PVC SDR-35 Sanitary Sewer	93	m	\$90.00	\$8,370
4.03	1200 mm dia. Manhole	1	Each	\$3,500.00	\$3,500
4.04	Video Inspection of Sewer - Substantial Performance including services	100%	LS	\$500.00	\$500
4.05	Video Inspection of Sewer - Prior to Surface Asphalt	100%	LS	\$500.00	\$500
4.06	Video Inspection of Sewer - Prior to Final Acceptance	100%	LS	\$500.00	\$500
	<b>Total Section 4.0</b>				<b>\$20,570.00</b>
<b>Section 5.0</b>					
<b>5.0</b>	<b>Road Works</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
5.01	Earth Excavation	1,800	m <sup>3</sup>	\$5.00	\$9,000.00
5.02	Granular 'B'	2,815	Tonne	\$9.50	\$26,742.50
5.03	Granular 'A'	850	Tonne	\$11.50	\$9,775.00
5.04	HL-4 Hot Mix (Base Course)	250	Tonne	\$85.00	\$21,250.00
5.05	HL-3 Hot Mix (Surface Course)	200	Tonne	\$85.00	\$17,000.00
5.06	Supply and Install Concrete Curb and Gutter	427	m	\$43.00	\$18,361.00
5.07	Supply and Install 1.5m Concrete Sidewalk	180	m <sup>2</sup>	\$45.00	\$8,100.00
5.08	Topsoil and Sod	2,250	m <sup>2</sup>	\$6.50	\$14,625.00
5.09	Dust Control	100%	LS	\$750.00	\$750.00
5.10	Supply and Install Traffic Signs	4	Each	\$250.00	\$1,000.00
5.11	Subgrade and Boulevard Preparation	100%	LS	\$1,750.00	\$1,750.00
5.12	Supply and Place Electrical Duct Crossings	100%	LS	\$2,500.00	\$2,500.00
	<b>Total Section 5.0</b>				<b>\$130,853.50</b>
<b>Notes:</b>					
1. The estimate of construction costs is based on costing from Reeves Construction for this project only. This is not to be interpreted as a guarantee by Cobide Engineering Inc. or Reeves Construction of the cost for any project other than this one.					

**SCHEDULE "F" OF THE SUBDIVISION AGREEMENT****LIST OF LOTS UNSUITABLE FOR BUILDING PURPOSES – SECTION 6.3**

None.

**SCHEDULE "G" OF THE SUBDIVISION AGREEMENT****OWNER'S FINAL GRADING CERTIFICATE**

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

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

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

The undersigned further certifies to the Township that:

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

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

DATED at \_\_\_\_\_, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 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****LANDS FOR MUNICIPAL PURPOSES TO BE CONVEYED TO THE TOWNSHIP**

1. Street A (Ronnie's Way)
2. Street B (Doug's Crescent)
3. Street C (Sarah Road)
4. Block 32 (storm water management area)

**LIST OF EASEMENTS TO BE GRANTED TO THE TOWNSHIP**

1. Drainage easement (3m wide) described as Part 1 on Plan 61R-21126
2. Drainage easement (3m wide) described as Part 2 on Plan 61R-21126
3. Drainage easement (3m wide) described as Part 3 on Plan 61R-21126



**SCHEDULE "I" OF THE SUBDIVISION AGREEMENT**

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

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

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

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

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

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

SIGNED, SEALED AND DELIVERED

This \_\_\_\_\_ day of \_\_\_\_\_, 201 .

\_\_\_\_\_  
REEVES CONSTRUCTION LIMITED

THE CORPORATION OF THE TOWNSHIP OF  
WELLINGTON NORTH

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

We have authority to bind the Corporation

**SCHEDULE “J” OF THE SUBDIVISION AGREEMENT****APPLICATION FOR REDUCTION OF SECURITY**

(Section 9.3)

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

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

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

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

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

DATED at \_\_\_\_\_, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 201 .

---

*(Signature of Developer’s Engineer)*

*(Name of Developer’s Engineer)*

**SCHEDULE “K” OF THE SUBDIVISION AGREEMENT**

FORM OF PARTIAL RELEASE:

PARTIAL RELEASE

IN FAVOUR OF

Herein called the “Owner”

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

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

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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 201 .

\_\_\_\_\_  
Clerk

**SCHEDULE "L" OF THE SUBDIVISION AGREEMENT****CONDITIONS OF DRAFT APPROVAL**

The Conditions of Approval for Draft Plan of Subdivision 23T-79087 contained in the Decision of The Corporation of the County of Wellington for File No. 79087 dated the 16<sup>th</sup> day of April, 2015 which is on file at the offices of The Corporation of the County of **Wellington, County of Wellington Administration Centre, 74 Woolwich Street, Guelph, Ontario N1H 3T9** and at the offices of **The Corporation of the Township of Wellington North, 7490 Sideroad 7 West, P.O. Box 125, Kenilworth, Ontario N0G 2E0.**

**SCHEDULE "M" OF THE SUBDIVISION AGREEMENT**

**Lucas Subdivision, Mount Forest, Ontario**

**SPECIAL PROVISIONS AND EXCEPTIONS (SECTION 10)**

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

The following special provisions apply to this Agreement:

1. Building Deposit Requirements (See also Section 8.9). The Developer or lot Owner or their authorized contractor or agent shall at the time of applying for a building permit for each lot 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. That a detailed geotechnical investigation be prepared to the satisfaction of the Township of Wellington North's Engineer.
4.
  - (a) A detailed 'Storm Water Management Report' in accordance with the prevailing Ministry of the Environment and Climate Change planning and design guidelines and other related technical criteria as determined by the SVCA. The Report shall detail the methods that will be used to control surface water flow within the development lands and abutting properties during and following construction. The Report shall also detail the methods that will reduce any negative impacts to water quality.
 

In the event that the "Stormwater Management Report" recommends the establishment of any stormwater works, detention or retention facilities, the subdivision agreement between the Owner and the Township shall contain a provision whereby the Township of Wellington North will assume ownership, operation and maintenance responsibility of same in perpetuity.
  - (b) A detailed 'Lot Grading Plan' prepared in accordance with the prevailing Ministry of the Environment and Climate Change planning and design guidelines and other related technical criteria as determined by the SVCA.

- (c) An 'Erosion and Sedimentation Control Plan' indicating the means whereby erosion will be minimized and sediment contained on-site and from abutting properties throughout all phases of grading and construction and shall include a maintenance plan and provision for timely revegetation of the site. The Plan shall also detail the methods that will reduce any negative impacts to water quality.

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

**BY-LAW NUMBER 049-17**

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF A TRANSFER PAYMENT AGREEMENT BETWEEN HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF INFRASTRUCTURE AND THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH. (Clean Water and Wastewater Fund)**

**WHEREAS** it is deemed necessary to enter into an agreement with Her Majesty the Queen in Right of Ontario the Minister of Infrastructure with respect to the Clean Water and Wastewater Fund (CWWF)

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

1. That the Corporation of the Township of Wellington North enter into an agreement with Her Majesty the Queen in Right of Ontario, as represented by the Minister of Infrastructure with respect to the Clean Water and Wastewater Fund (CWWF) 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 to agreement and all other documentation required under the Clean Water and Wastewater Fund (CWWF) on behalf of the Corporation.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
THIS 26TH DAY OF JUNE, 2017.**

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**ANDREW LENNOX, MAYOR**

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**KARREN WALLACE, CLERK**

**CLEAN WATER AND WASTEWATER FUND (ONTARIO)  
TRANSFER PAYMENT AGREEMENT**

**THIS TRANSFER PAYMENT AGREEMENT** for the Clean Water and Wastewater Fund (CWWF) (Ontario) (the “**Agreement**”), made in duplicate, is effective as of the Effective Date (both “**Agreement**” and “**Effective Date** as defined in section A.1.2 (Definitions)).

**B E T W E E N :**

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

(the “**Province**”)

- and -

**The Corporation of the Township of Wellington North**

(the “**Recipient**” or “**Ultimate Recipient**”)

**BACKGROUND**

The Government of Canada established the Clean Water and Wastewater Fund (the “CWWF”) in its 2016 Budget.

The Government of Canada has committed two billion dollars (\$2,000,000,000) towards the CWWF for projects to improve water, wastewater, and storm water systems across Canada.

Under the Bilateral Agreement, the Province has agreed to identify projects, and be responsible for the transfer of CWWF funds to eligible Recipients pursuant to transfer payment agreements.

The Recipient has been allocated Maximum Funds (as defined in section A.1.2 (Definitions)).

The Recipient has applied to the Province for CWWF funds to assist the Recipient in carrying out the Project (as defined in section A.1.2 (Definitions)) and further described in Schedule “C” (Program Funding Request), a clean water and wastewater infrastructure project.

Canada has approved the Project and Canada and the Province have agreed to provide CWWF funds for the Project.

The Agreement sets out the terms and conditions upon which CWWF funds, up to the Maximum Funds, will be provided to the Recipient for the purpose of carrying out the Project and the Recipient has agreed to carry out the Project.



Ontario Infrastructure and Lands Corporation, an agent of Her Majesty the Queen in right of Ontario, will be administering the Program on behalf of the Province.

## **CONSIDERATION**

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Parties (as defined in section A.1.2 (Definitions)) agree as follows:

### **1.0 ENTIRE AGREEMENT**

1.1 The Agreement, comprising of:

- Schedule "A" - General Terms and Conditions
- Schedule "B" - Project Specific Information
- Schedule "C" - Program Funding Request
  - Sub-schedule "C.1" - Project Description, Budget and Timelines
  - Sub-schedule "C.2" - Sub-project Cost Breakdown
- Schedule "D" - Reporting
- Schedule "E" - Eligible Expenditures and Ineligible Expenditures
- Schedule "F" - Evaluation
- Schedule "G" - Communications Protocol
- Schedule "H" - Disposal of and Revenues from Assets
- Schedule "I" - Aboriginal Consultation Protocol
- Schedule "J" - Requests for Payment and Payment Procedures
  - Sub-schedule "J.1" - Form of Request for Payment Form
  - Sub-schedule "J.2" - Form of Certificate from Recipient
  - Sub-schedule "J.3" - Form of Declaration of Sub-project Completion
  - Sub-schedule "J.4" - Form of Certificate from Professional Engineer
- Schedule "K" - Form of Clean Water and Wastewater Fund (CWWF) Attestation Form, and any amending agreement entered into in Article 3.0 (Amending the Agreement),

constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

### **2.0 COUNTERPARTS**

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

### **3.0 AMENDING THE AGREEMENT**

- 3.1 Subject to sections C.2.2 (Amending Agreement for Minor Changes to the Project Description, Budget and Timelines) and D.6.2 (Amending Agreement for Minor Changes to the Reporting), the Agreement may only be amended by a written agreement duly executed by the representatives of the Parties listed below.

#### 4.0 ACKNOWLEDGEMENT

- 4.1 The Recipient acknowledges that:

- (a) by receiving Funds (as defined in section A.1.2 (Definitions)) it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- (b) the Funds are:
  - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province or Canada; and
  - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario); and
- (c) although the Agreement is between the Province and the Recipient, Canada is, in respect of the rights, covenants, remedies, obligations, indemnities and benefits (together referred to as “Rights”) undertaken or given to Canada in the Agreement, a third-party beneficiary under the Agreement and is entitled to rely upon and directly enforce those Rights as if Canada were a party to the Agreement; and
- (d) the Province and Canada, respectively, are not responsible for carrying out the Project.

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
  
Title:

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name: Andrew Lennox  
Title: Mayor  
e.g., Mayor or Regional Chair, or delegate]  
  
I have authority to bind the Recipient.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name: Karren Wallace  
Title: Clerk  
  
I have authority to bind the Recipient.

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

**A.1.0 INTERPRETATION AND DEFINITIONS**

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

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency;
- (e) all accounting terms not otherwise defined in the Agreement have their ordinary meanings; and
- (f) in the event of a conflict or inconsistency between any of the requirements of:
  - (i) the main body of the Agreement and any of the requirements of a schedule or a sub-schedule, the main body of the Agreement will prevail;
  - (ii) Schedule “A” (General Terms and Conditions) and any of the requirements of another schedule or a sub-schedule, Schedule “A” (General Terms and Conditions) will prevail; or
  - (iii) a schedule and any of the requirements of a sub-schedule, the schedule will prevail.

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

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

**“Aboriginal Consultation Record”** as the meaning ascribed to it in section I.1.1 (Definitions).

**“Agreement”** means this Clean Water and Wastewater Fund (CWWF) (Ontario) Transfer Payment Agreement entered into between the Province and the Recipient as described in Article 1.1 (Entire Agreement).

**“Asset”** means any real or personal property or immovable or movable asset, acquired, contracted, rehabilitated or improved, in whole or in part, with Funds.

**“Authorities”** means any government authority, agency, body or department, whether federal, provincial or municipal, having or claiming jurisdiction over the Agreement or the

Project, or both.

**“Bilateral Agreement”** means the Canada-Ontario Bilateral Agreement “Clean Water and Wastewater Fund” entered into between Canada and Her Majesty the Queen in right of Ontario, as represented by the Minister of Infrastructure, and made on September 13, 2016.

**“Budget”** means the budget described in Schedule “C” (Program Funding Request).

**“Business Day”** means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

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

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

**“CWWF”** means the Clean Water and Wastewater Infrastructure Fund established by Canada to help accelerate short term municipal investments, while supporting the rehabilitation of water, wastewater and stormwater infrastructure, and the planning and design of future facilities and upgrades to existing systems.

**“Declaration of Sub-project Completion”** means the Declaration of Sub-project Completion attached as Sub-schedule “J.3” (Form of Declaration of Sub-project Completion).

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

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

**“Environmental Laws”** means all applicable federal, provincial or municipal laws, regulations, by-laws, orders, rules, policies or guidelines respecting the protection of the natural environment, public or occupational health or safety, and the manufacture, importation, handling, transportation, storage, disposal and treatment of environmental contaminants and include, without limitation, the *Environmental Protection Act* (Ontario), *Environmental Assessment Act* (Ontario), *Ontario Water Resources Act* (Ontario), *Canadian Environmental Protection Act, 1999* (Canada), *Canadian Environmental Assessment Act, 2012* (Canada), *Fisheries Act* (Canada) and *Navigation Protection Act* (Canada).

**“Event of Default”** has the meaning ascribed to it in section A.14.1 (Events of Default).

**“Expiry Date”** means the date on which the Agreement will expire and is the date provided for in Schedule “B” (Project Specific Information).

**“Final Progress Report”** means the Final Progress Report described in Article D.2.0 (Progress Reports and Final Progress Report).

**“Funding Year”** means:

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

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

**“Holdback”** means the Holdback described in and to be paid in accordance with section A.4.14 (Retention of Contribution) and Article J.7.0 (Holdback).

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

**“Maximum Funds”** means the maximum amount the Province will provide the Recipient under the Agreement as provided for in Schedule “B” (Project Specific Information).

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

**“Notice Period”** means the period of time within which the Recipient is required to remedy an Event of Default, pursuant to paragraph A.14.3 (b), and includes any such period or periods of time by which the Province extends that time in accordance with section A.14.4 (Recipient Not Remediating).

**“Outcomes Progress Reports”** means the Outcomes Progress Reports described in Article D.3.0 (Outcomes Progress Reports).

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

**“Party”** means either the Province or the Recipient.

**“Program”** means the program established by the Province to identify projects under the CWWF and enter into agreements, including the Agreement, with recipients of CWWF funds.

**“Progress Report”** means the Progress Report described in Article D.2.0 (Progress Reports and Final Progress Report).

**“Project”** means the undertaking described in Schedule “C” (Program Funding Request).

**“Project Evaluation”** means the project evaluation described in Article F.1.0 (Project Evaluation).

**“Project Incrementality”** means (a) the Project would not otherwise have taken place in 2016-17 or 2017-18; or (b) the Project would not have been undertaken without federal funding. This includes projects included in the 2016 municipal budget where projects require additional funding to proceed and/or accelerate.

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

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

**“Sub-project”** means a Project described in Sub-schedule “C.1” (Project Description, Budget and Timelines).

**“Sub-project Completion”** means when a Sub-project can be used for the purpose for which it is intended, all required Reports and other reports and documents, including the Declaration of Sub-project Completion, have been submitted to the Province, and Final Payment has been made.

**“Sub-project Completion Date”** means the Sub-project completion date indicated on the Declaration of Sub-project Completion.

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

**“Third Party”** means any legal entity, other than a Party, who supplies goods or services, or both, to the Recipient for the Project.

**“Timelines”** means the Project schedule provided in Schedule “C” (Program Funding Request).

**“Total Financial Assistance”** means the total Project funding from all sources, including funding from federal, provincial, territorial, and municipal sources, private sources and in-kind contributions.

## A.2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS

A.2.1 **General.** The Recipient represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with, all Requirements of Law related to any aspect of the Project, the Funds, or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

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

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

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

- (i) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (ii) procedures to enable the Recipient's ongoing effective functioning;
- (iii) decision-making mechanisms for the Recipient;
- (iv) procedures to enable the Recipient to manage Funds prudently and effectively;
- (v) procedures to enable the Recipient to complete the Project successfully;
- (vi) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (vii) procedures to enable the preparation and submission of all Reports required pursuant to Article A.7.0 (Reporting, Accounting and Review); and
- (viii) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A.2.4 **Supporting Proof.** Upon the request of the Province, the Recipient will provide the



Province with proof of the matters referred to in this Article A.2.0 (Representations, Warranties and Covenants).

### **A.3.0 TERM OF THE AGREEMENT**

A.3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A.12.0 (Termination on Notice), Article A.13.0 (Termination Where No Appropriation or Funds from Canada), or Article A.14.0 (Event of Default, Corrective Action and Termination for Default).

### **A.4.0 FUNDS AND CARRYING OUT THE PROJECT**

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

- (a) provide the Recipient up to the Maximum Funds, which will be no greater than 75% of the total Eligible Expenditures, for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the request for payment and payment procedures provided for in Schedule "J" (Requests for Payment and Payment Procedures); and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
  - (i) resides at a Canadian financial institution; and
  - (ii) is in the name of the Recipient.

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

- (a) in addition to the other limitations under the Agreement on the payment of Funds by the Province, the Province is not obligated to provide:
  - (i) any Funds to the Recipient until the Recipient fulfils all of the special conditions listed in section A.33.1 (Special Conditions); and
  - (ii) any instalment of Funds unless the Province and Canada are satisfied with the progress of the Project; and
- (b) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A.7.1 (Preparation and Submission); and
- (c) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not

receive the necessary appropriation from the Ontario Legislature or, under the Bilateral Agreement, funds from Canada for any payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:

- (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project or Budget, or both; or
- (ii) terminate the Agreement pursuant to section A.13.1 (Termination Where No Appropriation or Funds from Canada).

**A.4.3 Use of Funds and Carry Out the Project.** The Recipient will do all of the following:

- (a) carry out the Project;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget; and
- (d) not use the Funds to cover any Eligible Expenditure that has or will be funded or reimbursed by one or more of any third party, any ministry, department, agency, or organization of the Government of Ontario or the Government of Canada, except for any Eligible Expenditure that has or will be funded or reimbursed by the Ontario Community Infrastructure Fund – Formula Funding, where applicable.

**A.4.4 Province's and Canada's Roles Limited to Providing Funds.** The Parties acknowledge that the Province's role in a Project is limited to providing CWWF funds to the Recipient for the Project, and that the Province and Canada will have no involvement in the implementation of the Project or its operation. The Province and Canada are neither decision-makers nor administrators of the Project.

**A.4.5 Interest Bearing Account.** If the Province provides Funds to the Recipient before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

**A.4.6 Interest.** If the Recipient earns any interest on the Funds, the Province may:

- (a) deduct an amount equal to the interest from any further instalments of Funds; or
- (b) demand from the Recipient the repayment of an amount equal to the interest.

**A.4.7 Maximum Funds.** The Recipient acknowledges that:

- (a) the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds;
- (b) if Canada's total contribution from all federal sources, including the Funds, towards

the Project exceeds 50% of the Project's total Eligible Expenditures, the Province may recover the excess from the Recipient or reduce the contribution under the Agreement by an amount equal to the excess;

- (c) if the Province's total contribution from all provincial sources, including the Funds, but excluding the Ontario Community Infrastructure Fund – Formula Funding, towards the Project exceeds 25% of the Project's total Eligible Expenditures, the Province may recover the excess from the Recipient or reduce the contribution under the Agreement by an amount equal to the excess; and
- (d) if the Total Financial Assistance received or due in respect of the total Project costs exceeds 100% of the total Project costs, the Province may, up to the Maximum Funds, recover the excess from the Recipient or reduce the contribution under the Agreement by an amount equal to the excess.

**A.4.8 Disclosure of Other Financial Assistance and Adjustments.** The Recipient will inform the Province promptly of all financial assistance received for the Project.

**A.4.9 Rebates, Credits and Refunds.** The Recipient acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund.

**A.4.10 Recipient's Acknowledgement of Responsibility for Project.** The Recipient will assume full responsibility for the Project including, without limitation:

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

**A.4.11 Increase in Project Costs.** If, at any time during the Term, the Recipient determines that it will not be possible to complete the Project unless it expends amounts in excess of all funding available to it (a "**Shortfall**"), the Recipient will immediately notify the Province of that determination. If the Recipient so notifies the Province, it will, within 30 days of a request from the Province, provide a summary of the measures that it proposes to remedy

the Shortfall. If the Province is not satisfied that the measures proposed will be adequate to remedy the Shortfall, then the Province may exercise one or more of the remedies available to it pursuant to section A.14.4 (Recipient Not Remediating).

**A.4.12 Recipient's Request for Payment and Payment Procedures.** The Recipient agrees to submit its requests for payment in accordance with the payment procedures provided for in Schedule "J" (Requests for Payment and Payment Procedures).

**A.4.13 Project Incrementality.** The Recipient acknowledges that funding for the Project is conditional upon the Project meeting the definition of Project Incrementality.

**A.4.14 Retention of Contribution.** The Province will retain a minimum of 10% of the funding for the Project ("Holdback"). The Province will release the amount retained when:

- (a) the Recipient fulfils all of its obligations under the Agreement; and
- (b) the Parties have carried out a final reconciliation of all requests for payments and payments in respect of the Project and made any adjustments required in the circumstances.

**A.5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, RELATED CONTRACTS AND DISPOSAL OF ASSETS**

**A.5.1 Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will:

- (a) do so through a process that promotes the best value for money including:
  - (i) by following its procurement policies when procuring goods, services or both, where the *Municipal Act, 2001* (Ontario) applies to the Recipient; and
  - (ii) by obtaining at least three written quotes where the estimated costs of the goods, services or both exceed \$25,000 and the *Municipal Act, 2001* (Ontario) does not apply to the Recipient.
- (b) comply to the extent applicable with:
  - (i) its policies and procedures; and
  - (ii) trade agreements, including the Agreement on Internal Trade and the Trade and Cooperation Agreement between Ontario and Québec.

**A.5.2 Contract Provisions.** The Recipient will ensure that all Contracts are consistent with and incorporate the relevant provisions of the Agreement. More specifically but without limiting the generality of the foregoing, the Recipient agrees to include provisions in all Contracts to ensure:

- (a) that proper and accurate accounts and records are maintained for at least 7 years after the expiry or early termination of the Agreement;
- (b) compliance with all applicable Requirements of Law, including, without limitation, labour and human rights legislation; and
- (c) the respective rights of the Province and Canada, and any authorized representative or independent auditor identified by the Province or Canada, and the Auditor General of Ontario and the Auditor General of Canada to inspect and audit the terms of any Contract, record and account respecting the Project and have free and timely access to the Project sites, facilities and any documentation, as contemplated pursuant to section A.7.3 (Inspection), are secured.

A.5.3 **Disposal.** The Recipient agrees that any disposal of Asset including, without limitation, the sale, lease, encumbrance or any other disposition of any Asset, will be in accordance with the terms and conditions provided for in Schedule “H” (Disposal of and Revenues from Assets).

#### **A.6.0 CONFLICT OF INTEREST**

A.6.1 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest.

A.6.2 **Conflict of Interest Includes.** For the purposes of this Article A.6.0 (Conflict of Interest), a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient’s decisions,

has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient’s objective, unbiased and impartial judgment relating to the Project, the use of the Funds, or both.

A.6.3 **Disclosure to Province.** The Recipient will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

#### **A.7.0 REPORTING, ACCOUNTING AND REVIEW**

A.7.1 **Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address referred to in section A.18.1 (Notice in Writing and Addresses), all Reports in accordance with the timelines and content requirements provided for in Schedule “D” (Reporting), or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A.18.1 (Notice in Writing and Addresses), any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

**A.7.2 Record Maintenance and Audit.**

- (a) The Recipient will keep and maintain:
  - (i) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles;
  - (ii) all non-financial documents and records relating to the Funds or otherwise to the Project; and
  - (iii) the accounts, records and other documents described in paragraphs A.7.2(a)(i) and (ii) for at least seven years after the expiry or termination of the Agreement.

**A.7.3 Inspection.** The Province, Canada, any authorized representative, or independent auditor identified by the Province or Canada may, at the Province’s or Canada’s respective expense, upon 24 hours’ Notice to the Recipient and during normal business hours, enter upon the Recipient’s premises to review the progress of the Project and the Recipient’s allocation and expenditure of the Funds and, for these purposes, the Province, Canada, any authorized representative, or independent auditor identified by the Province or Canada may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section A.7.2 (Record Maintenance and Audit);
- (b) remove any copies made pursuant to paragraph A.7.3(a) from the Recipient’s premises; and
- (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

**A.7.4 Disclosure.** To assist in respect of the rights provided for in section A.7.3 (Inspection), the

Recipient will disclose any information requested by the Province, Canada, any authorized representative, or any independent auditor identified by the Province or Canada, and will do so in the form requested by the Province, Canada, any authorized representative, or any independent auditor identified by the Province or Canada, as the case may be.

- A.7.5 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province or Canada any control whatsoever over the Recipient's records.
- A.7.6 **Auditor General (Ontario/Canada).** For greater certainty, the Province's rights under this Article A.7.0 (Reporting, Accounting and Review) are in addition to any rights provided to the Auditor General of Ontario pursuant to the *Auditor General Act* (Ontario) and the Auditor General of Canada pursuant to section 7.1 of the *Auditor General Act* (Canada).
- A.7.7 **Third Parties.** The Recipient shall coordinate access with any Third Party for the purpose of the inspections and audits described in section A.7.3 (Inspection).
- A.7.8 **Project Evaluation.** The Recipient agrees to conduct and submit to the Province or Canada, as applicable, Project-related information following the evaluation procedures provided for in Article F.1.0 (Project Evaluation).
- A.7.9 **Calculations.** The Recipient will make all calculations and prepare all financial data to be submitted in accordance with the generally accepted accounting principles in effect in Canada. These will include, without limitation, those principles and standards approved or recommended from time to time by the Canadian Institute of Chartered Accountants or the Public Sector Accounting Board, as applicable, or any successor institute, applied on a consistent basis.
- A.7.10 **Adverse Fact or Event.** The Recipient will inform the Province immediately of any fact or event of which it is aware and that will compromise wholly, or in part, the Project.

## **A.8.0 COMMUNICATIONS REQUIREMENTS**

- A.8.1 **Acknowledgement of Support.** Unless otherwise directed by the Province, the Recipient will acknowledge the support for the Project as provided for in Schedule "G" (Communications Protocol).

## **A.9.0 FIPPA, MFIPPA, AIA AND INFORMATION SHARING WITH CANADA**

- A.9.1 **FIPPA.** The Recipient acknowledges that the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.
- A.9.2 **MFIPPA.** The Province acknowledges that the Recipient is bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and that any information

provided to the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

A.9.3 **Access to Information Act.** The Recipient acknowledges that Canada is bound by the *Access to Information Act* (Canada) and that any information provided to Canada by either the Province or the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

A.9.4 **Information Sharing with Canada.** The Recipient acknowledges that the Province may:

- (a) request additional information from the Recipient including, without limitation, information for the purpose of any determination under Article A.30.0 (Environmental Assessment) and Article A.31.0 (Aboriginal Consultation); and
- (b) share any information it receives from the Recipient pursuant to the agreement with Canada.

A.9.5 **Open Data.** The Recipient agrees that the Province may publicly release the Agreement and any Reports submitted under the Agreement, whether in hard copy or in electronic form, on the internet or otherwise.

#### **A.10.0 INDEMNITY**

A.10.1 **Indemnification of the Province and Canada.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages, expenses (including legal, expert, and consultant fees), causes of action, actions (whether in contract, tort, or otherwise), claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any manner based upon or occasioned by any injury to persons, damage to, loss, or destruction of property, economic loss, or infringement of rights caused by, in any way arising out of (whether directly or indirectly), in connection with the Project, or otherwise in connection with the Agreement (collectively, "Action"), unless such Action is solely caused by the negligence or wilful misconduct of an Indemnified Party in the performance of his or her duty.

A.10.2 **Recipient's Participation.** The Recipient will, at its expense, to the extent requested by the Province or Canada, or both, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.

A.10.3 **Province's Election.** The Province or Canada, or both, may elect to participate in or conduct the defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of the Province under the Agreement or Canada under the Bilateral Agreement, at law or in equity. The Recipient, Canada or the Recipient, as applicable, participating in the defence will do so by actively participating with the other's counsel.



- A.10.4 **Settlement Authority.** The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the Province's or Canada's, as applicable, prior written approval or waiver for this requirement. If the Recipient is requested by the Province or Canada to participate in or conduct the defence of any proceeding, the Province will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.
- A.10.5 **Recipient's Co-operation.** If the Province or Canada conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province or Canada, as applicable, to the fullest extent possible in the proceedings and any related settlement negotiations.
- A.10.6 **Province and Canada Limitation of Liability.** The Province and Canada, respectively, will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from any reduction or termination of funding in response to the reduction of any appropriation or departmental funding levels in respect of transfer payments, CWWF or otherwise, as evidenced by any appropriation act or the provincial or federal Crown's main or supplementary estimates expenditures.

#### **A.11.0 INSURANCE**

- A.11.1 **Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than \$2,000,000.00 per occurrence and policy aggregate. The policy will include the following:
- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
  - (b) a cross-liability clause;
  - (c) contractual liability coverage; and
  - (d) a 30-day written notice of cancellation.
- A.11.2 **Proof of Insurance.** The Recipient will:
- (a) provide to the Province, either:
    - (i) certificates of insurance that confirm the insurance coverage as provided in section A.11.1 (Recipient's Insurance); or

- (ii) other proof that confirms the insurance coverage as provided for in section A.11.1 (Recipient's Insurance); and
- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

#### **A.12.0 TERMINATION ON NOTICE**

A.12.1 **Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

A.12.2 **Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A.12.1 (Termination on Notice), the Province may take one or more of the following actions:

- (a) cancel all further instalments of Funds;
- (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
  - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to paragraph A.12.2(b); and
  - (ii) subject to section A.4.7 (Maximum Funds), provide Funds to the Recipient to cover such costs.

#### **A.13.0 TERMINATION WHERE NO APPROPRIATION OR FUNDS FROM CANADA**

A.13.1 **Termination Where No Appropriation or Funds from Canada.** If, as provided for in paragraph A.4.2(c), the Province does not receive the necessary appropriation from the Ontario Legislature or funds from Canada, as applicable, for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.

A.13.2 **Consequences of Termination Where No Appropriation or Funds from Canada.** If the Province terminates the Agreement pursuant to section A.13.1 (Termination Where No Appropriation or Funds from Canada), the Province may take one or more of the following actions:

- (a) cancel all further instalments of Funds;

- (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to paragraph A.13.2(b).

A.13.3 **No Additional Funds.** For greater clarity, if the costs determined pursuant to paragraph A.13.2(c) exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

#### **A.14.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT**

A.14.1 **Events of Default.** Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
  - (i) carry out the Project;
  - (ii) use or spend Funds; or
  - (iii) provide, in accordance with section A.7.1 (Preparation and Submission), Reports or such other reports as may have been requested pursuant to paragraph A.7.1(b).

A.14.2 **Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel all further instalments of Funds;
- (f) demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand the repayment of an amount equal to any Funds the Recipient used, but did

not use in accordance with the Agreement;

- (h) demand the repayment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

**A.14.3 Opportunity to Remedy.** If, in accordance with paragraph A.14.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

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

**A.14.4 Recipient Not Remediating.** If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to paragraph A.14.2(b), and:

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

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in paragraphs A.14.2(a), (c), (d), (e), (f), (g), (h), and (i).

**A.14.5 When Termination Effective.** Termination under this Article A.14.0 (Event of Default, Corrective Action and Termination for Default) will take effect as provided for in the Notice.

## **A.15.0 FUNDS AT THE END OF A FUNDING YEAR**

**A.15.1 Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A.14.0 (Event of Default, Corrective Action and Termination for Default), if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand the return of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

#### A.16.0 FUNDS UPON EXPIRY

A.16.1 **Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, return to the Province any Funds remaining in its possession or under its control.

#### A.17.0 REPAYMENT

A.17.1 **Repayment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

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

A.17.2 **Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands the payment of any Funds or an amount equal to any Funds from the Recipient; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not their return or repayment has been demanded by the Province,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay or return the amount to the Province immediately, unless the Province directs otherwise.

A.17.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A.17.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province at the address provided for in Schedule “B” (Project Specific Information) for the contact information for the purposes of Notice to the Province.

A.17.5 **Failure to Repay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to repay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

#### A.18.0 NOTICE

A.18.1 **Notice in Writing and Addresses.** Notice will be in writing and will be delivered by email,

postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province and the Recipient respectively as provided for in Schedule “B” (Project Specific Information), or as either Party later designates to the other by Notice.

A.18.2 **Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of email, personal delivery or fax, one Business Day after the Notice is delivered.

A.18.3 **Postal Disruption.** Despite paragraph A.18.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be received; and
- (b) the Party giving Notice will provide Notice by email, personal delivery or by fax.

#### **A.19.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

A.19.1 **Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

#### **A.20.0 SEVERABILITY OF PROVISIONS**

A.20.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

#### **A.21.0 WAIVER**

A.21.1 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article A.18.0 (Notice). Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

#### **A.22.0 INDEPENDENT PARTIES**

A.22.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

**A.23.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

A.23.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A.23.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

**A.24.0 GOVERNING LAW**

A.24.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

**A.25.0 FURTHER ASSURANCES**

A.25.1 **Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

**A.26.0 JOINT AND SEVERAL LIABILITY**

A.26.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, the Recipient agrees that, and will require the same of each entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

**A.27.0 RIGHTS AND REMEDIES CUMULATIVE**

A.27.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

**A.28.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

**A.28.1 Other Agreements.** If the Recipient:

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

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

**A.29.0 SURVIVAL**

**A.29.1 Survival.** The following Articles, sections and paragraphs, and all applicable cross-referenced Articles, sections, paragraphs, schedules, and sub-schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0 (Entire Agreement), 3.0 (Amending the Agreement), A.1.0 (Interpretation and Definitions) and any other applicable definitions, paragraph A.4.2(c), sections A.4.6 (Interest), A.5.3 (Disposal), A.7.1 (Preparation and Submission) (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), A.7.2 (Record Maintenance and Audit), A.7.3 (Inspection), A.7.4 (Disclosure), A.7.5 (No Control of Records), A.7.6 (Auditor General (Ontario/Canada)), A.7.7 (Third Parties), A.7.8 (Project Evaluation), and A.7.9 (Calculations), Article A.8.0 (Communications Requirements), A.10.0 (Indemnity), sections A.12.2 (Consequences of Termination on Notice by the Province), A.13.2 (Consequences of Termination Where No Appropriation or Funds from Canada) and A.13.3 (No Additional Funds), A.14.1 (Events of Default), paragraphs A.14.2(d),(e), (f), (g) and (h), Articles A.16.0 (Funds Upon Expiry), A.17.0 (Repayment), A.18.0 (Notice), and A.20.0 (Severability of Provisions), section A.23.2 (Agreement Binding), Articles A.24.0 (Governing Law), A.26.0 (Joint and Several Liability), A.27.0 (Rights and Remedies Cumulative), A.28.0 (Failure to Comply with Other Agreements), and A.29.0 (Survival).

**A.30.0 ENVIRONMENTAL ASSESSMENT**

**A.30.1 Responsibility of Federal/Responsible Authority.** Without limitation to the Recipient’s obligations for compliance with Environmental Laws and for greater clarity, the Recipient agrees to ensure that the responsibility of the federal authority or responsible authority, or both, under the *Canadian Environmental Assessment Act, 2012* and applicable



agreements between Canada and Aboriginal groups are met and continues to be met to Canada's satisfaction.

A.30.2 **Funding Conditional upon Meeting Environmental Assessment Requirements.** The Recipient agrees that the funding under the Agreement is conditional upon the Province or Canada or both, as applicable, being satisfied that the requirements under this Article (Environmental Assessments) have been met.

#### **A.31.0 ABORIGINAL CONSULTATION**

A.31.1 **Aboriginal Consultation Protocol.** The Parties agree to be bound by the terms and conditions of the Aboriginal Consultation Protocol provided for in Schedule "I" (Aboriginal Consultation Protocol).

A.31.2 **Funding Conditional upon Meeting Aboriginal Consultation Obligations.** The Recipient agrees that the funding under the Agreement is conditional upon the Province or Canada, or both, being satisfied that their respective obligations with respect to the legal duty to consult and, if applicable, accommodate Aboriginal Communities have been met.

#### **A.32.0 DISPUTE RESOLUTION**

A.32.1 **Contentious Issues.** The Parties will keep each other informed of any issues that could be contentious.

A.32.2 **Examination by the Parties.** The Parties agree, if a contentious issue arises, to refer the contentious issue to senior officials of both Parties for examination.

A.32.3 **Potential Dispute Resolution by the Parties** The Parties agree that the Parties will, in good faith, reasonably attempt to resolve potential disputes as soon as possible and, in any event, within 90 Business Days of receipt of a Notice of a contentious issue.

A.32.4 **Exploration of Mechanisms for Dispute Resolutions.** Where the Parties cannot agree on a resolution, the Parties may explore any alternative dispute resolution mechanisms available to them to resolve the issue.

A.32.5 **Suspension of Payments.** Any payments related to any contentious issue or dispute raised by either Party may be suspended by the Province, together with the obligations related to such issue, pending resolution.

#### **A.33.0 SPECIAL CONDITIONS**

A.33.1 **Special Conditions.** The Province's funding under the Agreement is conditional upon,

- (a) on or before the Effective Date, the Recipient providing the Province with:
- (i) a copy of the by-law(s) and, if applicable, any council resolution(s) authorizing the Agreement and naming municipal signing officers for the Agreement;
  - (ii) the certificate of insurance or other proof as the Province may request pursuant to section A.11.2 (Proof of Insurance);
  - (iii) the necessary information, including a void cheque or a bank letter, to facilitate an electronic funds transfer to an interest bearing account in the name of the Recipient at a Canadian financial institution; and
  - (iv) a duly executed CWWF attestation form, substantially in the form of the Clean Water and Wastewater Funds (CWWF) Attestation Form attached as Schedule "K" (Form of Clean Water and Wastewater (CWWF) Attestation Form), as evidence that the Project meets the definition of Project Incrementality.
- (b) prior to submitting a request for payment under the Agreement, the Recipient providing the Province with written confirmation that the Recipient,
- (i) is in compliance with the Environmental Laws, including the Recipient's obligation under Article A.30.0 (Environmental Assessment), and obtained all necessary approvals and permits;
  - (ii) has, if applicable, met the requirements under Article A.31.0 (Aboriginal Consultation); and
  - (iii) has entered into a legally binding agreement that is consistent with and incorporates the relevant provisions of the Agreement with:
    - 1. each of the land-owners upon which the Project is carried out, if the Recipient does not own the land on which the Project is carried out; and
    - 2. each of the Recipient's partners, if any, the Recipient indicated in its application have agreed to maintain the Project.

For greater certainty, if the Province provides any Funds to the Recipient prior to any of the conditions set out in this Article A.33.0 (Special Conditions) having been met, and has not otherwise waived compliance with such condition in writing, the Province may exercise one or more of the remedies available to it pursuant to section A.14.4 (Recipient Not Remediating).

**SCHEDULE "B"**  
**PROJECT SPECIFIC INFORMATION**

<b>Maximum Funds</b>	<b>\$ 668,204.00</b>
<b>Expiry Date</b>	March 31, 2021
<b>Contact information for the purposes of Notice to the Province</b>	<p><b>Clean Water and Wastewater Fund</b></p> <p><b>Address:</b> Inter-governmental Policy Branch Ministry of Infrastructure 900 Bay Street Mowat Block, 5th Floor Toronto, Ontario M7A 1C2</p> <p><b>Phone:</b> 647-287-7897</p> <p><b>Fax:</b> 416-325-7871</p> <p><b>Email:</b> <a href="mailto:Luke.Hillan@ontario.ca">Luke.Hillan@ontario.ca</a> <b>Cc :</b> <a href="mailto:CWWF@infrastructureontario.ca">CWWF@infrastructureontario.ca</a></p>
<b>Contact information for the purposes of Notice to the Recipient</b>	<p><b>Name:</b> Kimberly Henderson</p> <p><b>Position:</b> Treasurer</p> <p><b>Address:</b> 7490 Sideroad 7 W Box 125, Kenilworth ON N0G 2E0</p> <p><b>Phone:</b> 519-848-3620 ext 32</p> <p><b>Fax:</b> 519-848-3228</p> <p><b>Email:</b> <a href="mailto:khenderson@wellington-north.com">khenderson@wellington-north.com</a></p>

<b>Representative of the Province for the purpose of sections C.2.2 (Amending Agreement for Minor Changes to the Project Description, Budget and Timelines) and D.6.2 (Amending Agreement for Minor Changes to the Reporting)</b>	<b>Position: Manager, Inter-governmental Policy Branch</b>
<b>Authorized representative of the Recipient for the purpose of sections C.2.2 (Amending Agreement for Minor Changes to the Project Description, Budget and Timelines) and D.6.2 (Amending Agreement for Minor Changes to the Reporting)</b>	<b>Position: Treasurer</b>
<b>Contact Information for the authorized representative of the Recipient organization to respond to requests from the Province related to the Agreement</b>	<b>Name:</b> Kimberly Henderson <b>Position:</b> Treasurer <b>Address:</b> 7490 Sideroad 7 W Kenilworth, ON N0G 2E0 <b>Phone:</b> 519-848-3620 x 32 <b>Fax:</b> 519-848-3228 <b>Email:</b> khenderson@wellington-north.com

**SCHEDULE "C"**  
**PROGRAM FUNDING REQUEST****C.1.0 PROJECT DESCRIPTION, BUDGET AND TIMELINES**

- C.1.1 **Project Description.** The Recipient will carry out the Project described in Sub-schedule "C.1" (Project Description, Budget and Timelines).
- C.1.2 **Budget and Timelines.** The Recipient will carry out the Project within the Budget and Timelines described in Sub-schedule "C.1" (Project Description, Budget and Timelines) and in alignment with the Sub-project Cost Breakdown described in Sub-schedule "C.2" (Sub-project Cost Breakdown).

**C.2.0 CHANGES TO THE PROJECT DESCRIPTION, BUDGET AND TIMELINES**

- C.2.1 **Minor Changes to the Project Description, Budget and Timelines.** Subject to section C.2.2 (Amending Agreement for Minor Changes to the Project Description, Budget and Timelines), the Parties agree that minor changes, as determined by the Province at its sole discretion, may be made to the Project description, Budget and Timelines.
- C.2.2 **Amending Agreement for Minor Changes to the Project Description, Budget and Timelines.** Any change made to the Project description, Budget and Timelines, pursuant to section C.2.1 (Minor Changes to the Project Description, Budget and Timelines), must be documented through a written agreement duly executed by the respective representatives of the Parties listed in Schedule "B" (Project Specific Information).

**SUB-SCHEDULE "C.1"**  
**PROJECT DESCRIPTION, BUDGET AND TIMELINES**

Unique Project ID	Project Location	Project Title	Project Description	Forecasted Start Date	Forecasted End Date	Total Eligible Cost	Program Contribution (Eligible Expenditures)	Other Federal Contributions (Eligible Expenditures)	Provincial Contribution (Eligible Expenditures)	Municipal Contribution (Eligible Expenditures)	Other Contribution (Eligible Expenditures)
WELN-001	Wellington North, Township of	Arthur Wastewater Treatment Plant Upgrade - Detailed Design	Project will prepare detailed engineering design of treatment plant upgrade for re-rating.	December 1, 2016	March 31, 2018	\$1,000,400.00	\$445,469.00	\$0.00	\$222,735.00	\$331,796.00	\$0.00

**SUB-SCHEDULE "C.2"**  
**SUB-PROJECT COST BREAKDOWN**

<b>Name of Recipient:</b>	Wellington North, Township of		
<b>Unique Project ID:</b>	WELN-001		
<b>Project Title:</b>	Arthur Wastewater Treatment Plant Upgrade - Detailed Design		
<b>Project Timeline:</b>	<b>Start Date:</b>	December 1, 2016	
	<b>Completion Date:</b>	March 31, 2018	

	Description	Recipient's Project Budget (Net of HST)	Cost Eligibility		Comments
			Eligible	Ineligible	
<b>A</b>	<b>LAND</b>				
1	Land Purchase	-	-	-	
<b>B</b>	<b>CONSTRUCTION</b>				
1	Construction	-	-	-	
2	Owner Supplied Materials/Equipment	-	-	-	
3	Other Materials (e.g. permanent software, IT systems)	-	-	-	
4	Construction Contingency	-	-	-	
<b>C</b>	<b>FF&amp;E</b>				
1	Loose Furniture & Equipment	-	-	-	
<b>D</b>	<b>CONSULTANTS/ PROFESSIONAL</b>				
1	Feasibility Study/ Design Study/ EA	-	-	-	
2	Design Engineering / Consultant	983,100	983,100	-	
3	Other Consultants	-	-	-	
4	Consultants Contingency	-	-	-	
<b>E</b>	<b>ADMIN</b>				
1	Insurances not covered Under Construction Contract	-	-	-	
2	Internal Staff Time (directly related to Project)	-	-	-	
3	Project Signage/ Communications (if not incl. in construction)	-	-	-	
4	Other Fees (legal, loan interest, bank charges, municipal, real estate)	-	-	-	
5	Contingency	-	-	-	
<b>F</b>	<b>Sub Total</b>	983,100 -	983,100 -	-	
<b>G</b>	<b>Non Rebated HST on Eligible Costs<sup>1</sup></b>	17,303 -	17,303 -	-	
<b>H</b>	<b>Rebated HST on Eligible Costs plus HST on Ineligible Costs<sup>1</sup></b>	110,500 -	-	110,500 -	
<b>I</b>	<b>PROJECT TOTAL (F+G+H)</b>	1,110,903 -	1,00,403 -	110,500 -	

**SCHEDULE “D”  
REPORTING****D.1.0 REPORTING**

- D.1.1 **Types of Reports.** The Recipient will submit Progress Reports, Outcomes Reports and a Final Progress Report to the Province for the Project as required and within the timelines in Schedule “J” (Request for Payment and Payment Procedures).
- D.1.2 **Description of Reports.** The Progress Reports and Final Progress Report are described in Article D.2.0 (Progress Reports and Final Progress Report) and the Outcomes Reports are described in Article D.3.0 (Outcomes Progress Reports).

**D.2.0 PROGRESS REPORTS AND FINAL PROGRESS REPORT**

- D.2.1 **Format and Information for Progress Reports and Final Progress Report.** The Recipient will submit to the Province each Progress Report and Final Progress Report in a format acceptable to the Province. Also, each Progress Report and Final Progress Report will include the information described in the template below. For greater clarity, references to “Project/project” in the template below refer to “Sub-project” as defined in the Agreement. The use of the term “Project/project” is for consistency with templates the Province has received from Canada pursuant to the Bilateral Agreement.

Project Information				
Claim No.	Unique Project ID	Recipient Legal Name	Project Title	Project Description

Financial Information						
Total Project Cost	Total Eligible Expenditures	Program Contribution (Eligible Expenditures)	Other Federal Contributions (Eligible Expenditures)	Provincial Contribution (Eligible Expenditures)	Municipal Contribution (Eligible Expenditures)	Other Contribution (Eligible Expenditures)

Progress Information				
Federal Signage Installed (Y/N)	Forecasted Start Date (Updated from Project List) (MM/DD/YYYY)	Forecasted End Date (Updated from Project List) (MM/DD/YYYY/MM/DD)	Actual Start Date (MM/DD/YYYY)	Actual End Date (MM/DD/YYYY)

Progress Information	Risk Assessment



**SOLICITOR-CLIENT PRIVILEGED & CONFIDENTIAL****Final**

Progress Towards Completion (%)	Project Complete? (Y/N)	Progress Note	Risk Factors (Updated from Project List)	Mitigation Measures

Claims Information				
Total Incurred Eligible Expenditures to Date	Total Claimed to Date (Including current claim)	Program (i.e. Federal) Contribution (Including current Claim)	Provincial Contribution (Including current Claim)	Amount Claimed

**D.2.2 Additional Information for Progress Reports and Final Progress Reports.** In addition to the information described in section D.2.1 (Format and Information for Progress Reports and Final Progress Reports), the Recipient will provide the Province for each Progress Report and Final Progress Report an attestation in a format acceptable to the Province, signed by a delegated/authorized senior official of the Recipient, that confirms that the:

- (a) Project has been completed (Final Progress Report only);
- (b) Federal and Provincial funding was spent on Eligible Expenditures in accordance with the terms and conditions of the Agreement (Final Progress Report only);
- (c) Since the date of the last disbursement, if any, the Recipient has expended funds on Project, and all amounts claimed have been incurred and are true and correct;
- (d) All costs claimed have been accounted for in accordance with the Public Sector Accounting Standards in effect in Canada;
- (e) The amount of the requested disbursement, when added to the aggregate amount of disbursements, if any, in respect of the Eligible Expenditures related to each approved project, does not exceed the allocated federal and provincial portions of the grant for that eligible project(s);
- (f) The proceeds of the requested disbursement will be applied to one or more of the Project in accordance with the project budget and will not be applied to any other purposes;

- (g) The Project to which these funds will be applied have been procured in accordance with the principal of open, fair and transparent and provides value for money;
- (h) All records (including but not limited to contracts, invoices, statements, receipts, vouchers) are being retained in accordance with the requirements of the Agreement; and
- (i) The Recipient has complied, or with the acknowledgment of the Province, is complying, with respect to Duty to Consult with respect to the project(s) identified by the Province.

### D.3.0 OUTCOMES PROGRESS REPORTS

D.3.1 **Format and Information for Outcomes Progress Reports.** The Recipient will submit to the Province each Outcomes Progress Report in a format acceptable to the Province. Also, each Outcomes Progress Report will include the information described below in paragraph D.3.1 (a) (Baseline Data (2015) Template) for the first Progress Report and for all other Outcomes Progress Reports.

#### (a) Baseline Data (2015) Template

The Recipient will provide the baseline data for the performance indicators identified below as applicable to the Province for the first Progress Report. For greater clarity, references to “Project/project” in the table below refer to “Sub-project” as defined in the Agreement. The use of the term “Project/project” is for consistency with tables the Province has received from Canada pursuant to the Bilateral Agreement.

Outcome	CWWF Performance Indicator
Improved reliability	Average % decrease in unplanned service interruptions per month (not related to weather)
	Average % decrease in volume of water leakage and/or infiltration that can be attributed to funded investments
Improved efficiency	Total estimated kilowatt-hours saved as a result of funded investments
	Average Life Cycle Cost of applicable water treatment systems after construction
	Average Life Cycle Cost of applicable wastewater treatment and stormwater systems after construction
Improved rehabilitation	Percentage of assets that have increased their physical condition rating (as per reporting guideline) as a result of funding

	Average number of years of useful life remaining on applicable wastewater treatment and collection components, extended as a result of funded investments
	Average number of years of useful life remaining on applicable storm water components, extended as a result of funded investments
	Average number of years of useful life remaining on applicable water treatment and distribution components, extended as a result of funded investments
Funded plans are being implemented	Number of funded water treatment plans and studies that have resulted in identified capital projects that are either included in capital planning documents with associated funding or that are in the process of being implemented
	Number of funded wastewater plans and studies that have resulted in identified capital projects that are either included in capital planning documents with associated funding or that are in the process of being implemented
Safer drinking water	Number of water treatment facilities that have improved water quality as a result of funded investments
	Number of drinking water systems that have eliminated a boil water advisory as a result of funded investments
	Number of water treatment systems that have met or exceeded applicable regulations and guidelines as a result of funding
Cleaner wastewater and stormwater	Number of applicable wastewater systems by treatment level (no treatment, Primary, Secondary, Tertiary) after end of construction
	Number of systems that have improved the quality of wastewater effluent or storm water discharge as a result of funded investments
	Number of wastewater systems that have met or exceeded applicable regulations and guidelines as a result of funding
Projects are incremental	Total value of capital expenditures for water and wastewater system projects for 2016
	Total value of capital expenditures for water and wastewater system projects for 2017

#### D.4.0 ABORIGINAL CONSULTATION RECORD

D.4.1 **Inclusion of Aboriginal Consultation Record.** The Recipient agrees to include, if consultation with Aboriginal Communities is required, in its Progress Reports any Aboriginal Consultation Record.

#### **D.5.0 RISK ASSESSMENT**

D.5.1 **Further Details on Risk Assessment.** Upon the Province written request and at the sole discretion of the Province, the Recipient will provide further details on the risk assessment it provides in any of its Sub-project Progress Report.

#### **D.6.0 CHANGES TO SCHEDULE “D” (REPORTING)**

D.6.1 **Minor Changes to the Reporting.** Subject to section D.6.2 (Amending Agreement for Minor Changes to the Reporting), the Parties agree that minor changes to this Schedule “D” (Reporting), as determined by the Province at its sole discretion, may be made.

D.6.2 **Amending Agreement for Minor Changes to the Reporting.** Any change made to this Schedule “D” (Reporting), pursuant to section D.6.1 (Minor Changes to the Reporting), must be documented through a written agreement duly executed by the representatives of the Parties listed in Schedule “B” (Project Specific Information).

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

**E.1.0 DEFINITIONS**

E.1.1 **Definitions.** For the purposes of this Schedule “E” (Eligible Expenditures and Ineligible Expenditures):

“**Eligible Investments**” means the Eligible Investments described in section E.2.2 (Eligible Investments).

“**Ineligible Expenditures**” means the costs of the Project that are ineligible for contribution by the Province under the terms and conditions of the Agreement, and that are described in this Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

**E.2.0 ELIGIBLE EXPENDITURES AND ELIGIBLE INVESTMENTS**

E.2.1 **Eligible Expenditures Date of Effect.** Eligible Expenditures can begin to accrue as of April 1, 2016.

E.2.2 **Eligible Investments.** The following are Eligible Investments:

- i. Capital projects for the rehabilitation of water treatment and distribution systems, and wastewater and storm water collection, conveyance and treatment systems;
- ii. Separation of existing combined sewers and/or combined sewer overflow control;
- iii. Initiatives that support system optimization and improved asset management including studies and pilot projects related to innovative and transformative technologies;
- iv. Design and planning for upgrades to wastewater treatment infrastructure to meet federal regulatory requirements; and
- v. New construction projects, including the construction of naturalized systems for management and treatment of wastewater and storm water, if the projects will be completed within the program timeframe.

**E.2.3 Scope of Eligible Expenditures.**

Eligible Expenditures include only the following:

- i. All costs considered by Province to be direct and necessary for the successful implementation of an eligible Project, excluding those identified under section E.3.0 (Ineligible Expenditures); including:
  - a. Environmental assessment costs
  - b. Engineering costs, including tendering and contract administration

- i. Feasibility studies, detailed design or pilot projects that support system optimization and/or asset management.
    - ii. Design and planning for upgrades to wastewater treatment infrastructure to meet federal regulatory requirements.
  - c. Project management costs
  - d. Material costs
  - e. Construction costs
  - f. Contingency costs (maximum 15% - calculation excludes professional fees)
- ii. Costs of Aboriginal consultation, and where appropriate, accommodation;
  - iii. Cost incurred between April 1, 2016 and March 31, 2018;
  - iv. Costs incurred between April 1, 2016 and March 31, 2019 only for those projects where Canada and the Province have approved a Project end date beyond March 31, 2018; and
  - v. Cost of construction carried out in-house by a Recipient, where the Recipient must, upon request by the Province, provide evidence that demonstrates the costs of construction are at fair market value which is defined as the amount of consideration that would be agreed upon in an arms-length transaction between knowledgeable, willing parties who are under no compulsion to act.

### **E.3.0 INELIGIBLE EXPENDITURES**

**E.3.1 Scope of Ineligible Expenditures.** Unless a cost is considered an Eligible Expenditure pursuant to section E.2.3 (Scope of Eligible Expenditures), such cost will be considered an Ineligible Expenditure. Without limitation, the indirect costs listed in section E.3.2 (Indirect Costs), the costs that are over and above the Project scope listed in section E.3.3 (Costs Over and Above Project Scope), and the following costs will be considered Ineligible Expenditures:

- i. Costs incurred prior to April 1, 2016 and costs incurred after March 31, 2018, subject to section E.2.3(iv);
- ii. Costs incurred for cancelled projects;
- iii. Land acquisition; leasing land, buildings and other facilities; leasing equipment other than equipment directly related to the construction of the project; real estate fees and related costs;
- iv. Financing charges, legal fees and loan interest payments, including those related to easements (e.g. surveys);
- v. Any goods and services costs which are received through donations or in kind;
- vi. Provincial sales tax and Goods and Services Tax/Harmonized Sales Tax, for which the Recipient is eligible for a rebate, and any other costs eligible for rebates;
- vii. Costs associated with operating expenses and regularly scheduled maintenance work;

- viii. Movable/transitory assets (i.e. portable generators, etc.) that are not part of a larger Project;  
and
- ix. Costs of completing the CWWF submission.

**E.3.2 Indirect Costs.** Without limitation, the following indirect costs are Ineligible Expenditures:

- (a) costs of developing the business case for the purposes of applying for provincial funding for the Project;
- (b) costs related to Project evaluation, including the Project Evaluation, and audit, unless otherwise approved by the Province in writing;
- (c) costs associated with obtaining necessary approvals, licenses or permits where the Recipient is the entity providing the approval, license or permit;
- (d) salaries and other employment benefits of any employees, overhead costs as well as other direct or indirect operating or administrative costs of the Recipient, and more specifically these costs as related to planning, engineering, architecture, supervision, management and other services provided by the Recipient's permanent staff and funded under the Recipient's operating budget and are beyond the scope of section E.2.3(v);
- (e) costs of any activities that are part of the regular operation and maintenance of municipal assets, including operation and maintenance costs related to the Project;
- (f) carrying costs incurred on the funding share of any funding partner other than the Province;
- (g) costs associated with Recipient staff travel and any Third Party;
- (h) litigation costs incurred by the Recipient in proceedings against the Province or the Recipient;
- (i) legal costs incurred by the Recipient; and
- (j) Recipient's upgrades not expressly approved by the Province;

**E.3.3 Costs Over and Above Project Scope.** Activities undertaken as part of the Project that are over and above the scope of the Project will not be funded under the Agreement. These costs include, but are not limited to:

- (a) upgrading of municipal services and utilities that is over and above relocation or replacement that is necessitated for the Project;
- (b) upgrades to materials and design beyond existing municipal standards; and
- (c) design enhancements over and above those that are described for the Project.

## SCHEDULE "F" EVALUATION

### F.1.0 PROJECT EVALUATION

- F.1.1 **Recipient's Participation in Project Evaluation.** The Recipient understands that the Province or Canada, or both, may ask the Recipient to participate in an evaluation of the Program or CWWF, or both, during and after the Term. The Recipient agrees, if asked and at its own expense, to provide Project-related information to the Province or Canada, or both, for the purpose of the evaluation.
- F.1.2 **Results of Project Evaluation(s).** The result of the Project evaluation(s) carried under section F.1.1 (Recipient's Participation in Project Evaluation) will be made available to the public.



**SCHEDULE “G”  
COMMUNICATIONS PROTOCOL****G.1.0 DEFINITIONS**

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

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

“**Joint Communications**” are events, news releases, and signage that relate to the promotion of the Program, CWWF or Project and are collaboratively developed and approved by Canada, Ontario and the Recipient, and are not operational in nature.

**G.2.0 PURPOSE**

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

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

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

**G.3.0 GUIDING PRINCIPLES**

G.3.1 **Information to Canadians.** Communications Activities undertaken through this communications protocol should ensure that Canadians are informed that the Project helps improve their quality of life and about its benefits.

G.3.2 **Factors to Consider.** The Communications Activities undertaken to recognize funding under the Agreement will take into account the financial value and duration of the Project and the feasibility of Joint Communications for Communications Activities.

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

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

#### G.4.0 JOINT COMMUNICATIONS

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

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

G.4.3 **Recognition of Canada's Contribution.** All Joint Communications material will be approved by the Province and Canada, and will recognize Canada and the Province's contribution under Schedule "A" (General Terms and Conditions) or the Total Financial Assistance, or both, received for the Project.

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

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

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

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

#### G.5.0 INDIVIDUAL COMMUNICATIONS

G.5.1 **Canada's Obligations.** Notwithstanding Article G.4.0 (Joint Communications), the Parties agree that Canada has the right to communicate information to Canadians about the Agreement and the use of Funds to meet its legislated and regulatory obligations through its own Communications Activities.

G.5.2 **Restrictions.** Each Party may include general CWWF messaging and an overview of the Project in their own Communications Activities. The Province and the Recipient will not unreasonably restrict the use of, for their own purposes, Communications Activities

related to the Project and if web- or social-media based, from linking to it. Canada has also agreed, in the Bilateral Agreement, to the above.

- G.5.3 **Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

#### **G.6.0 OPERATIONAL COMMUNICATIONS**

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

#### **G.7.0 MEDIA RELATIONS**

- G.7.1 **Significant Media Inquiry.** The Province and the Recipient will share information promptly with the other Party and Canada should significant media inquiries be received or emerging media or stakeholder issues arise to a Project or the CWWF.

#### **G.8.0 SIGNAGE**

- G.8.1 **Recognition of Funding Contribution.** The Parties agree that Canada, the Province and the Recipient may each have signage recognizing their funding contribution to the Project.
- G.8.2 **Funding Recognition.** Unless otherwise agreed by Canada and the Province, the Recipient will produce and install signs to recognize funding at the Project site in accordance with current federal and provincial signage guidelines. Federal and provincial sign design, content, and installation guidelines will be provided by Canada and/or the Province.
- G.8.3 **Permanent Plaque.** Where the Recipient decides to install a permanent plaque or other suitable marker with respect to the Project, it will recognize Canada's and the Province's contribution and be approved by Canada and the Province.
- G.8.4 **Notice of Sign Installation.** The Recipient will inform the Province of sign installations.
- G.8.5 **Timing for Erection of Sign.** If erected, signage recognizing the federal and provincial CWWF contribution will be installed at the Project site(s) 30 days prior to the start of construction, be visible for the duration of the Project, and remain in place until 30 days after construction is completed and the infrastructure is fully operational or opened for public use.

- G.8.6 **Size of Sign.** If erected, signage recognizing the federal and provincial CWWF contribution will be at least equivalent in size and prominence to Project signage for contributions by other orders of government and be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.
- G.8.7 **Responsibility of Recipient.** The Recipient is responsible for the production and installation of Project signage, or as otherwise agreed upon.
- G.8.8 **Recognition in Documents.** In the case of Projects where the deliverable is a document, such as but not limited to plans, reports, studies, strategies, training material, webinars, and workshops, the Recipient will clearly recognize Canada's and the Province's financial contribution received for the Project.
- G.9.0 COMMUNICATING WITH RECIPIENT**
- G.9.1 **Facilitation of Communications.** The Province agrees to facilitate, as required, communications between Canada and the Recipient for Communications Activities.
- G.10.0 ADVERTISING CAMPAIGNS**
- G.10.1 **Notice of Advertising Campaigns.** Recognizing that advertising can be an effective means of communicating with the public, the Recipient agrees that Canada or the Province, or both, may, at their own cost, organize an advertising or public information campaign related to the Agreement or the Project. However, such a campaign will respect the provisions of the Agreement. In the event of such a campaign, the sponsoring Party or Canada will inform the other Party or Canada of its intention no less than 21 Business Days prior to the campaign launch.

**SCHEDULE “H”  
DISPOSAL OF AND REVENUES FROM ASSETS**

**H.1.0 DEFINITIONS**

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

“**Fiscal Year**” means the period beginning April 1 of a year and ending March 31 of the following year.

“**Local Government**” means a single-tier, lower-tier or upper-tier municipality established by or under an Ontario provincial statute, and also includes a municipal service corporation established by such a single-tier, lower-tier or upper-tier municipality.

**H.2.0 DISPOSAL OF ASSETS**

H.2.1 **Repayment.** Subject to section H.2.2 (Reinvestment), the Recipient undertakes to notify the Province in writing, 180 days in advance, if at any time during a period of five years from the Expiry Date, the Recipient proposes to sell, lease, encumber or use any Asset in a manner other than described in the Agreement, or otherwise dispose of, directly or indirectly, any Asset purchased, acquired, constructed, repaired, rehabilitated, renovated or improved, in whole or in part, with Funds, other than to Canada, the Province, a Crown agent of the Province or Canada, or a Local Government or, with the Province’s written consent, any other entity. Upon disposition, unless the Province otherwise consents in writing, the Recipient hereby undertakes to reimburse the Province, forthwith on demand, a proportionate amount of the Province’s contribution, in the proportion set out below:

<b>Where Asset sold, leased, encumbered, used in a manner other than described in the Agreement, or otherwise disposed of within:</b>	<b>Return of Funds (in current dollars)</b>
Up to five years after the Expiry Date	100%
More than five years after the Expiry Date	0%

H.2.2 **Reinvestment.** Notwithstanding the foregoing, if the Recipient disposes of any Asset, directly or indirectly, during the five year period noted in section H.2.1 (Repayment) and replaces it with an asset of equal or greater value, the Recipient may, in lieu of the

repayment provided for in section H.2.1 (Repayment) and with the Province's prior written consent, reinvest the proceeds from the disposal into the replacement asset.

### **H.3.0 REVENUES FROM ASSETS**

H.3.1 **Revenues.** The Parties acknowledge that their contributions to the Project are meant to accrue to the public benefit. The Recipient will notify the Province in writing, within 90 days of the end of a Fiscal Year, if any Asset is used in a way that, in the Fiscal Year, revenues generated from the Asset exceeded the Recipient's operating expenses. In such instance, the Province may require the Recipient to pay to the Province immediately a portion of the excess, in the same proportion as the Province's contribution is to the total cost of the Asset. This obligation will apply only to the first five complete Fiscal Years following the Expiry Date.

### **H.4.0 DEDUCTION FROM FINANCIAL ASSISTANCE**

H.4.1 **Deduction by Province.** The Province may deduct any amount of funds to be repaid by the Recipient under this Schedule "H" (Disposal of and Revenues from Assets) from the financial assistance payable on any other current or future project(s) of the Recipient under any other provincial program(s).

**SCHEDULE “I”  
ABORIGINAL CONSULTATION PROTOCOL****I.1.0 DEFINITIONS**

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

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

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

“**Aboriginal Consultation Record**” means a document that records and describes, as the Province may require, the consultation activities carried out during the Project and the results of that consultation.

**I.2.0 ABORIGINAL CONSULTATION PLAN**

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

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

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

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

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

**I.3.0 ABORIGINAL CONSULTATION RECORD**

I.3.1 **Requirements for Aboriginal Consultation Record.** If consultation with Aboriginal Communities is required, the Recipient will maintain an Aboriginal Consultation Record and provide such record to the Province, and any update to it, as part of its reporting to the Province pursuant to section D.4.1 (Inclusion of Aboriginal Consultation Record).

#### I.4.0 RESPONSIBILITIES OF THE RECIPIENT

I.4.1 **Notification to and Direction from the Province.** The Recipient will immediately notify the Province:

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

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

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



**SCHEDULE “J”  
REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES**

**J.1.0 DEFINITION**

J.1.1 **Definition.** For the purposes of this Schedule “J” (Requests for Payment and Payment Procedures):

“**Final Payment**” means the final payment by the Province to the Recipient for each Sub-project as described in and to be paid in accordance with Article J.8.0 (Final Payment).

**J.2.0 PROCEDURES AND TIMING FOR REQUESTS FOR PAYMENT**

J.2.1 **Procedures.** The Recipient agrees that the procedures provided for in Article J.3.0 (Procedures for Requests for Payment for Eligible Expenditures) will apply to requests for payment the Recipient submits to the Province under the Agreement.

J.1.2 **Diligent and Timely Manner.** The Recipient agrees to submit its requests for payment to the Province in a diligent and timely manner.

**J.3.0 PROCEDURES FOR REQUESTS FOR PAYMENT FOR ELIGIBLE EXPENDITURES**

J.3.1 **Timing, Reports and Documents.** The Recipient agrees to submit a Sub-project request for payment for Eligible Expenditures to the Province, at a minimum, semi-annually. The Recipient agrees to submit, for each of the circumstances listed below, the following reports and documents:

- (a) for each request for payment, including the Final Payment, a Request for Payment Form, using the form provided in Sub-schedule “J.1” (Form of Request for Payment Form), fully and accurately completed;
- (b) for each request for payment, except for the Final Payment, a certification, using the form of certificate provided in Sub-schedule “J.2” (Form of Certificate from Recipient), by an authorized senior official of the Recipient;
- (c) for each request for Final Payment, a Declaration of Sub-project Completion, using the form provided in Sub-schedule “J.3” (Form of Declaration of Sub-project Completion), by an authorized senior official of the Recipient;
- (d) for each request for Final Payment for new and expansion Sub-projects, if applicable in the opinion of the Province, a certification, using the form of certificate provided in Sub-schedule “J.4” (Form of Certificate from Professional Engineer), by a professional engineer;
- (e) if the Province so requests, a copy of all documentation provided to the Recipient by

the authorized senior official of the Recipient or professional engineer, or both, for the certification or declaration, as applicable, in paragraphs J.3.1 (b), (c) and (d);

- (f) for each request for payment, except for the Final Payment, a Progress Report and an Outcomes Progress Report, acceptable to the Province, for the period to which the request for payment relates;
- (g) for each request for Final Payment, a Final Progress Report and an Outcomes Progress Report, acceptable to the Province, for the period to which the request for payment relates; and
- (h) such other information as the Province may request.

**J.3.2 Submission of Documents and Reports.** The reports and documents listed in section J.3.1 (Timing, Reports and Documents) shall be submitted to the Province at the following address:

Clean Water and Wastewater Fund  
 Infrastructure Ontario  
 1 Dundas Street West, Suite 2000  
 Toronto, Ontario M5G 1L5  
 Fax: 416-392-1906  
 Email: CWWF@infrastructureontario.ca

#### **J.4.0 PAYMENTS**

**J.4.1 Payment by the Province.** Subject to the Province receiving the necessary annual appropriation from the Ontario Legislature or funds from Canada, or both, upon receipt of a request for payment fully completed in accordance with this Schedule “J” (Requests for Payment and Payment Procedures), the Province will use its reasonable efforts to make a payment to the Recipient, if due and owing under the terms of the Agreement, in a timely manner. The Province will under no circumstances be liable for interest for failure to make a payment within the time limit provided for in this Article J.4.0 (Payments).

#### **J.5.0 TIME LIMITS FOR REQUESTS FOR PAYMENTS**

**J.5.1 Timing.** The Recipient will submit all requests for payment prior to March 31st, 2019.

**J.5.2 No Obligation for Payment.** The Province will have no obligation to make any payment for a request for payment submitted after September 31<sup>st</sup>, 2019.

#### **J.6.0 FINAL RECONCILIATION AND ADJUSTMENTS**

**J.6.1 Final Reconciliation and Adjustments.** Following delivery of the completed Declaration of Sub-project Completion, confirming achievement of Sub-project Completion, and the

Final Progress Report and final Outcomes Progress Report, the Parties will jointly carry out a final reconciliation of all requests for payments and payments in respect of the Sub-project and make any adjustments required in the circumstances.

#### **J.7.0 HOLDBACK**

J.7.1 **Holdback.** For each Sub-project, the Province may pay to the Recipient up to 90% of its contribution under the Agreement prior to final adjustments in accordance with Article J.6.0 (Final Reconciliation and Adjustments). Subject to paragraph A.4.1 (a), the remaining 10% of the Province's contribution (the "Holdback") will be paid when the final reconciliation and all adjustments are made in accordance with Article J.6.0 (Final Reconciliation and Adjustments), and in accordance with Article J.8.0 (Final Payment).

#### **J.8.0 FINAL PAYMENT**

J.8.1 **Final Payment.** Upon completion of the final reconciliation and all adjustments in accordance with Article J.6.0 (Final Reconciliation and Adjustments), the Province agrees, subject to the Recipient having met all other terms and conditions of the Agreement and paragraph A.4.2(c), to pay the Recipient the remainder of its contribution for the Sub-project together with the Holdback contemplated pursuant to Article J.7.0 (Holdback).

**SUB-SCHEDULE "J.1"**  
**FORM OF REQUEST FOR PAYMENT FORM**

**CLEAN WATER AND WASTEWATER FUND (CWWF) (ONTARIO)**  
**TRANSFER PAYMENT AGREEMENT**

**REQUEST FOR PAYMENT FORM**

<b>TO:</b>	Clean Water and Wastewater Fund - Infrastructure Ontario
<b>Address:</b>	1 Dundas Street West, Suite 2000
<b>Attention:</b>	Toronto, Ontario M5G 1L5
<b>Email:</b>	CWWF@infrastructureontario.ca
<b>Tel. No.</b>	1-844-803-8856
<b>Fax No.</b>	1- 416-392-1906

**PROJECT INFORMATION:**

Recipient Name:	
Unique ID#:	
Project Claim #:	
Project Claim Amount:	
Period Covered by Claim:	

Claim Information															
Unique Project ID	Claim #1		Claim #2		Claim #3		Claim #4		Claim #5		Claim #6		Total Claims to Date		
	Fed	Prov	Fed	Prov	Fed	Prov	Fed	Prov	Fed	Prov	Fed	Prov	Fed	Prov	Total
CWWF-001	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CWWF-002	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CWWF-003	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub-Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		

**SUB-SCHEDULE "J.2"**  
**FORM OF CERTIFICATE FROM RECIPIENT**  
**CLEAN WATER AND WASTEWATER (ONTARIO)**  
**TRANSFER PAYMENT AGREEMENT**

**CERTIFICATE FROM RECIPIENT**

<b>TO:</b>	Clean Water and Wastewater Fund - Infrastructure Ontario
Address:	1 Dundas Street West, Suite 2000
Attention:	Toronto, Ontario M5G 1L5
Email:	CWWF@infrastructureontario.ca
Tel. No.	1-844-803-8856
Fax No.	1-416-392-1906

**PROJECT INFORMATION:**

Recipient Name:	_____
Unique ID#:	_____
Project Claim #:	_____
Project Claim Amount:	_____
Period Covered by Claim:	_____

I, [insert Name], the treasurer of **[insert Recipient Name]**, hereby request that OILC make a disbursement to the **[insert Recipient Name]** in the principal sum of **\$XXX.XX**, said principal sum as calculated using attached Sub-project claim/report forms, as authorized by the CWWF Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure, and the **[insert the legal name of the Recipient]** (the "Recipient"), on \_\_\_\_\_, \_\_\_\_\_ (the "Agreement").

I, having made such inquiries as I deemed necessary for this certificate, hereby certify to the best of my knowledge, for and on behalf of the Recipient, on and as of the date set out below, as follows:

- a. all representations and warranties contained in Article A.2.0 (Representations, Warranties and Covenants) of Schedule "A" (General Terms and Conditions) to the Agreement are true and correct;
- b. the Recipient is in compliance with all the terms and conditions of the Agreement, including, without limitations, its obligations under section A.33.1 (Special Conditions) of Schedule "A" (General Terms and Conditions) to the Agreement, and no Event of Default, as described in the Agreement, has occurred and is continuing;

- c. if the Recipient has incurred a cost overrun for the Sub-project, it has funded the costs and is not asking for funds from the Province and has sufficient funds to complete the Sub-project in compliance with the Agreement;
- d. the Recipient has complied with all applicable provision of the *Construction Lien Act* (Ontario) and is not aware of any claims for lien under that Act;
- e. since the date of the last disbursement, if any, the Recipient has expended funds on the Sub-project(s), as noted on the attached claim/report forms, and all amounts entered on such forms have been incurred and are true and correct;
- f. all costs claimed have been accounted for in accordance with the Public Sector Accounting Standards in effect in Canada;
- g. the amount of the requested disbursement, when added to the aggregate amount of disbursements, if any, in respect of the Eligible Expenditures related to each approved Sub-project, does not exceed the allocated federal and provincial portions of the grant for that eligible Sub-project;
- h. the proceeds of the requested disbursement will be applied to one or more of the Sub-project(s) in accordance with the Sub-project budget and will not be applied to any other purposes;
- i. the Sub-project(s) to which these funds will be applied have been procured in accordance with the principle of open, fair and transparent and provides value for money;
- j. all records (including but not limited to contracts, invoices, statements, receipts, vouchers) are being retained in accordance with the requirements of the Agreement; and
- k. the Recipient has complied, or with the acknowledgment of the Province is complying, with respect to Duty to Consult with respect to project(s) identified by the Province.

**Recipient Financial Delegated Authority**

**FROM:**

Address:

Attention:

Email:

Tel. No.

Fax. No.

---

Signature

Date





**SUB-SCHEDULE "J.3"**  
**FORM OF DECLARATION OF SUB-PROJECT COMPLETION**

**CLEAN WATER AND WASTEWATER FUND (ONTARIO)**  
**TRANSFER PAYMENT AGREEMENT**

**DECLARATION OF SUB-PROJECT COMPLETION**

**TO:**

Attention: Clean Water and Wastewater Fund - Infrastructure Ontario

Email: CWWF@infrastructureontario.ca

Telephone No.: 1-844-803-8856

Facsimile No.: 1-416-392-1906

**FROM:**

**[insert address of the Recipient's authorized representative]**

Attention: **[insert name and title of the Recipient's authorized representative]**

Email: **[insert email address of the Recipient's authorized representative]**

Telephone No.: **[insert telephone number of the Recipient's authorized representative]**

Facsimile No.: **[insert facsimile number of the Recipient's authorized representative]**

**RE:**

**Clean Water and Wastewater Fund (Ontario) Transfer Payment Agreement – Sub-project [insert the Sub-project unique ID and title]**

In the matter of the Clean Water and Wastewater Fund (Ontario) Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure, and the **[insert the legal name of the Recipient]** (the "Recipient"), on \_\_\_\_\_, \_\_\_\_\_ (the "Agreement").

I, \_\_\_\_\_ **[insert name and title of the Recipient's authorized representative]**, having made such inquiries as I have deemed necessary for this certificate, hereby certify that to the best of my knowledge, information and belief:

1. On and as of the date set out below:
  - a. all representations and warranties contained in Article A.2.0 (Representations, Warranties and Covenants) of Schedule "A" (General Terms and Conditions) to the Agreement are true and correct;
  - b. the Recipient is in compliance with all the terms and conditions of the Agreement, including, without limitations, its obligations under section A.33.1 (Special Conditions) of Schedule "A" (General Terms and Conditions) to the Agreement, and no Event of Default, as described in the Agreement, has occurred and is continuing;
  - c. if the Recipient has incurred a cost overrun for the Sub-project, it has funded the costs and is not asking for funds from the Province and has sufficient funds to complete the Sub-project in compliance with the Agreement;
  - d. the Recipient has complied with all applicable provision of the *Construction Lien Act* (Ontario) and is not aware of any claims for lien under that Act;
  - e. the work for the Sub-project **[insert the Sub-project unique ID and title]**:
    - i. has reached Sub-project Completion, as defined in the Agreement, on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ (the "**Sub-project Completion Date**");
    - ii. was carried out by \_\_\_\_\_ **[insert the name of the prime contractor]**, between \_\_\_\_\_ **[insert the start date]** and \_\_\_\_\_ **[insert the Sub-project Completion Date]**;
    - iii. was supervised and inspected by qualified staff;
    - iv. conforms with the plans, specifications and other documentation for the work;
    - v. conforms with applicable Environmental Laws, as defined in the Agreement, and appropriate mitigation measures have been implemented;
    - vi. conforms with Schedule "C" (Program Funding Request) to the Agreement, except as the Province has otherwise approved in advance and in writing; and

- vii. conforms with the requirements provided for in paragraph A.4.10(d) of Schedule “A” (General Terms and Conditions) to the Agreement to comply with industry standards.
- 2. Attached is the Request for Payment Form, which is true and accurate, and relates to costs on account of the Sub-project.
- 3. The Funds will only and entirely be used for Eligible Expenditures that have been incurred by the Recipient in accordance with the Agreement.
- 4. The value of substantially completed work on the Sub-project is \_\_\_\_\_ **[insert the amount in Canadian dollars]**.

The Recipient hereby requests a payment in the amount of \$ \_\_\_\_\_ on account of the Province’s contribution towards the Eligible Expenditures of the Sub-project **[insert the Sub-project unique ID and title]**.

Declared at \_\_\_\_\_ (municipality), in the Province of Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(Signatures)

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Witness Name:

Title:

Title:

I have authority to bind the Recipient

**SUB-SCHEDULE "J.4"**  
**FORM OF CERTIFICATE FROM PROFESSIONAL ENGINEER**

**CLEAN WATER AND WASTEWATER FUND (ONTARIO)**  
**TRANSFER PAYMENT AGREEMENT**

**CERTIFICATE FROM PROFESSIONAL ENGINEER**

**TO:**

Attention: Clean Water and Wastewater Fund - Infrastructure Ontario

Email: CWWF@infrastructureontario.ca

Telephone No.: 1-844-803-8856

Facsimile No.: 1-416-392-1906

**FROM:**

**[insert the address of the professional engineer]**

Attention: **[insert the name and title of the professional engineer]**

Email: **[insert the email address of the professional engineer]**

Telephone No.: **[insert the telephone number of the professional engineer]**

Facsimile: **[insert the facsimile number of professional engineer]**

**RE:**

**Clean Water and Wastewater Fund (Ontario) Transfer Payment Agreement – Sub-project [insert the Sub-project unique ID and title]**

In the matter of the Clean Water and Wastewater Fund (Ontario) Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure, and the **[insert the name of the Recipient]** (the "Recipient"), on \_\_\_\_\_, \_\_\_\_\_ (the "Agreement").

I, \_\_\_\_\_ **[insert the name and title of the professional engineer]**, a professional engineer duly licensed in the Province of Ontario, having made such inquiries as I

**SOLICITOR-CLIENT PRIVILEGED & CONFIDENTIAL**  
**Final**

have deemed necessary for this certificate, hereby certify that to the best of my knowledge, information and belief:

On and as of the date set out below:

1. the work for the Sub-project **[insert the Sub-project unique ID and title]**:
  - a. was carried out by **[insert the name of the prime contractor]**, between **[insert the start date]** and \_\_\_\_\_ **[insert the Sub-project Completion Date]**;
  - b. was supervised and inspected by qualified staff;
  - c. conforms with the plans, specifications and other documentation for the work;
  - d. conforms with applicable Environmental Laws, as defined in the Agreement, and appropriate mitigation measures have been implemented;
  - e. has reached Sub-project Completion, as defined in the Agreement, on **[insert the date]** (the Sub-project Completion Date”);
  - f. conforms with Schedule “C” (Program Funding Request) to the Agreement, except as the Province has otherwise approved in advance and in writing;
  - g. conforms with the requirements provided for in paragraph A.4.10(d) of Schedule “A” (General Terms and Conditions) to the Agreement to comply with industry standards; and
  - h. if the Sub-project is a new or expansion project, can be completed by March 31, 2018, or by March 31, 2019 where pre-approval has been provided by the Province and Canada.

Declared at \_\_\_\_\_ (municipality/LSB/First Nations), in the Province of Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(Signatures)

\_\_\_\_\_  
 Name:

\_\_\_\_\_  
 Witness Name:

Title:

Title:

**SCHEDULE “K”  
FORM OF CLEAN WATER AND WASTEWATER FUND (CWWF)  
ATTESTATION FORM**

**[insert the name of the authorized senior official of the Recipient]**

**[insert the name of the Recipient]**

**[insert the address of the Recipient]**

I, **[insert name]**, attest that:

1. Federal funding will support only Eligible Expenditures and that the Projects on the Project List meet the provisions as specified in the Bilateral Agreement.
2. Project Incrementality has been met when one of the following conditions has been met:
  - i) The project would not otherwise have taken place in 2016-17 or 2017-18; and/or
  - ii) The project would not have been undertaken without federal funding.

This would include projects included in Ontario’s 2016 Budget or 2016 municipal budgets where projects require additional funding to proceed and/or accelerate.

3. My community owns the drinking water, wastewater or stormwater infrastructure asset presented in the Project List (municipalities and Local Services Boards only); or  
  
My community has care and control over the drinking water, wastewater or stormwater infrastructure asset presented in the Project List (Indigenous communities only).
4. The proposed project is a priority or contained within my comprehensive asset management plan (municipalities only).

My asset management plan can be found online here: \_\_\_\_\_ (link to plan).

Please describe how the project(s) will be consistent with or is part of your municipal asset management plan: \_\_\_\_\_.

Dated, this **[insert date]**.

\_\_\_\_\_  
Signature

**[insert name]**

# THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

## BY-LAW NUMBER 050-17

### A BY-LAW TO APPOINT THE CORPORATION OF THE COUNTY OF WELLINGTON TO BE THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH'S AGENT FOR CERTAIN MATTERS RELATED TO ASSESSMENT

**WHEREAS** the Council of The Corporation of the Township of Wellington North (the "Municipality") has the jurisdiction to: (i) request that the Municipal Property Assessment Corporation ("MPAC") reconsider assessment and taxation matters under the Assessment Act (Ontario), as amended; and (ii) appeal matters of assessment and taxation under the Assessment Act (Ontario), as amended (the "Assessment and Taxation Appeals");

**AND WHEREAS** the Municipality's jurisdiction under the Assessment Act (Ontario), as amended, includes the right to respond and actively participate in Assessment and Taxation Appeals initiated by taxpayers;

**AND WHEREAS** The Corporation of the County of Wellington (the "County of Wellington") has the same jurisdiction for Assessment and Taxation Appeals under the Assessment Act (Ontario), as amended;

**AND WHEREAS** the County of Wellington has developed an Assessment Base Management Policy whereby the County of Wellington will exercise its jurisdiction for Assessment and Taxation Appeals that meet specific criteria and thresholds as set out in the said Policy, which criteria and thresholds may be amended from time to time (the "County Assessment and Taxation Appeals");

**AND WHEREAS** the Council for the Municipality wishes to enact this By-Law to appoint the County of Wellington to act as its agent for the County Assessment and Taxation Appeals;

**NOW THEREFORE** the Council of the Municipality hereby enacts as follows:

1. The Municipality hereby appoints the County of Wellington to act as its agent for the purposes of the County Assessment and Taxation Appeals and, as such, the County of Wellington shall have full carriage of the County Assessment and Taxation Appeals which may be exercised by the County of Wellington in its sole and absolute discretion.
2. Without limiting the above, the Municipality hereby confirms that, under Section 1 herein, the Municipality has appointed the County of Wellington to exercise the following rights, powers, duties and responsibilities with respect to the County Assessment and Taxation Appeals:

- (a) The exclusive right to prosecute, enter into negotiations, agreements or settle the County Assessment and Taxation Appeals, with any such agreements and/or settlements being binding on both the Municipality and the County of Wellington;
- (b) The exclusive right to retain and instruct agents, experts, legal counsel and other representatives;
- (c) The exclusive right to initiate appeals to the Assessment Review Board;
- (d) The exclusive right to respond to and actively participate in County Assessment and Taxation Appeals initiated by taxpayers;
- (e) The exclusive right to request that MPAC reconsider any permitted matters as prescribed under the Assessment Act (Ontario), as amended, or its Regulations;
- (f) Take any other actions or decisions necessary in order to prosecute, settle, enter into negotiations or resolve the County Assessment and Taxation Appeals.

The County of Wellington's appointment as the Municipality's agent is granted on the basis that the County of Wellington shall pay all costs relating to the County Taxation and Assessment Appeals.

- 3. The Municipality hereby acknowledges that the scope of the County of Wellington's rights, powers, duties and responsibilities contemplated herein are limited to the County Assessment and Taxation Appeals. The Municipality confirms that the Assessment and Taxation Appeals that do not meet the criteria and thresholds set out in the County of Wellington's prevailing Assessment Base Management Policy, as amended from time to time, shall not be handled by the County of Wellington. Nothing in this By-Law shall be construed as an appointment for the County of Wellington to act as agent for the Municipality for any Assessment and Taxation Appeals other than the County Assessment and Taxation Appeals.
- 4. The Municipality hereby authorizes and directs the Mayor, the Clerk and staff to take such further actions and execute such documents that may be required for the due carrying out of the foregoing.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
THIS 26TH DAY OF JUNE, 2017.**

---

**ANDREW LENNOX, MAYOR**

---

**KARREN WALLACE, CLERK**



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

**BY-LAW NUMBER 051-17**

**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 JUNE 26, 2017.**

**WHEREAS** Section 5 of the Municipal Act, S.O. 2001 c.25 (hereinafter called "the Act") provides that the powers of a Municipal Corporation shall be exercised by its Council;

**AND WHEREAS** Section 5(3) of the Act states, a municipal power, including a municipality's capacity, rights, powers and privileges under Section 9, shall be exercised by by-law, unless the municipality is specifically authorized to do otherwise;

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

1. The action of the Council of the Corporation of the Township of Wellington North taken at its meeting held on June 26, 2017 in respect of each motion and resolution passed and other action taken by the Council of the Corporation of the Township of Wellington North at its meeting, is hereby adopted and confirmed as if all such proceedings were expressly embodied in this By-law.
2. That the Mayor and the proper officials of the Corporation of the Township of Wellington North are hereby authorized and directed to do all things necessary to give effect to the action of the Council of the Corporation of the Township of Wellington North referred to in the proceeding section hereof.
3. The Mayor and the Clerk are authorized and directed to execute all documents necessary in that behalf and to affix thereto the Seal of the Corporation of the Township of Wellington North.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
THIS 26TH DAY OF JUNE, 2017.**

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**ANDREW LENNOX  
MAYOR**

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**KARREN WALLACE  
CLERK**