

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
MEETING AGENDA OF COUNCIL
AUGUST 13, 2018 @ 2:00 P.M.
MUNICIPAL OFFICE COUNCIL CHAMBERS, KENILWORTH**

**PAGE
NUMBER**

CALLING TO ORDER - Mayor Lennox

ADOPTION OF THE AGENDA

DISCLOSURE OF PECUNIARY INTEREST

O' CANADA

RECESS TO MOVE INTO PUBLIC MEETING

Public Meeting – Township of Wellington North - Weber

RESUME REGULAR MEETING OF COUNCIL

PASSAGE OF BY-LAW ARISING FROM PUBLIC MEETING

By-law Number 073-18 being a by-law to amend Zoning By-law Number 66-01 being the Zoning By-law for the Township of Wellington North (Part Park Lot 8, and has frontage on Wellington Rd 109, geographic Village of Arthur – Township of Wellington North (Weber)) 001

ADOPTION OF MINUTES OF COUNCIL

- Public Meeting of July 23, 2018 004
- Regular Council Meeting of July 23, 2018 012

BUSINESS ARISING

Councillor Yake, Notice of Motion July 23, 2018 Regular Council Meeting 027

- Resolution regarding strained current traffic flows and the potential impact of additional traffic as a result of the new Canadian Tire in the area of Main Street South and Mount Forest Drive in Mount Forest and to request that staff monitor traffic flows in the area and investigate possible traffic measures that can be implemented to allow for safe, timely flow of traffic in the area.

ITEMS FOR CONSIDERATION

1. FINANCE

a. Cheque Distribution Report, August 7, 2018 028

2. ADMINISTRATION

a. Report CLK 2018-032 being a report on sale of lands known as 7840 Wellington Road 109, Arthur 032

b. Report CLK 2018-033 being a report on Consent Application B78-18 (1879659 Ontario Ltd.) 035

c. Report CAO 2018-009 – Rural School Zones Speed Limit Policy 040

3. OPERATIONS

a. Correspondence from B.M. Ross and Associates Limited, dated August 8, 2018, regarding Mount Forest Developments Inc., Durham Street East Subdivision (Draft Plan 23T-18001) 15 semi lots (30 semi units), Review of Functional Servicing & Stormwater Management Report 045

4. COUNCIL

- a. Wellington North Power Inc. Quarterly Newsletter – Quarter 2: April 1st to June 30th, 2018 047

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 072-18 being a by-law to authorize the sale of real property being Pt Pk Lts 6, 7 & 8, N/S Catherine St, Crown Survey Arthur Village as in RON78827 except Pts 1 & 2, 60R2465, Pts 1 & 2, 60R2514, Pts 1 & 2, 60R2590; Wellington North 051

CULTURAL MOMENT

The Arthur Agricultural Society & Arthur Fall Fair 066

CONFIRMATORY BY-LAW NUMBER 074-18 067

ADJOURNMENT

MEETINGS, NOTICES, ANNOUNCEMENTS		
August 14, 2018	Arthur BMX/Skateboard Park Ad-Hoc Advisory Committee	5:00 p.m.
August 19 to 22, 2018	AMO Annual Conference	
August 27, 2018	Regular Council Meeting	7:00 p.m.
August 30, 2018	Cultural Roundtable	12:00 p.m.
September 3, 2018	Labour Day – Office Closed	
September 10, 2018	Regular Council Meeting	2:00 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**

BY-LAW NUMBER 073-18

BEING A BY-LAW TO AMEND ZONING BY-LAW NUMBER 66-01 BEING THE ZONING BY-LAW FOR THE TOWNSHIP OF WELLINGTON NORTH (Part Park Lot 8, and has frontage on Wellington Rd 109, geographic Village of Arthur – Township of Wellington North (Weber))

WHEREAS, the Council of the Corporation of the Township of Wellington North deems it necessary to amend By-law Number 66-01; as amended pursuant to Section 34 of The Planning Act, R.S.O. 1990, as amended

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

1. THAT Schedule 'A' Map 2 to By-law 66-01 is amended by changing the zoning on a portion of the lands described as Part Park Lot 8, and has frontage on Wellington Road 109, geographic Village of Arthur, as shown on Schedule "A" attached to and forming part of this By-law from **Highway Commercial Exception (C2-14)** to **Unserviced Residential (R1A)**;
2. THAT except as amended by this By-law, the land as shown on the attached Schedule 'A' shall be subject to all applicable regulations of Zoning By-law 66-01, as amended.
3. THAT this By-law shall come into effect upon the final passing thereof pursuant to Section 34(21) and Section 34(22) of The Planning Act, R.S.O., 1990, as amended, or where applicable, pursuant to Sections 34 (30) and (31) of the Planning Act, R.S.O., 1990, as amended.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 13TH DAY OF AUGUST, 2018.**

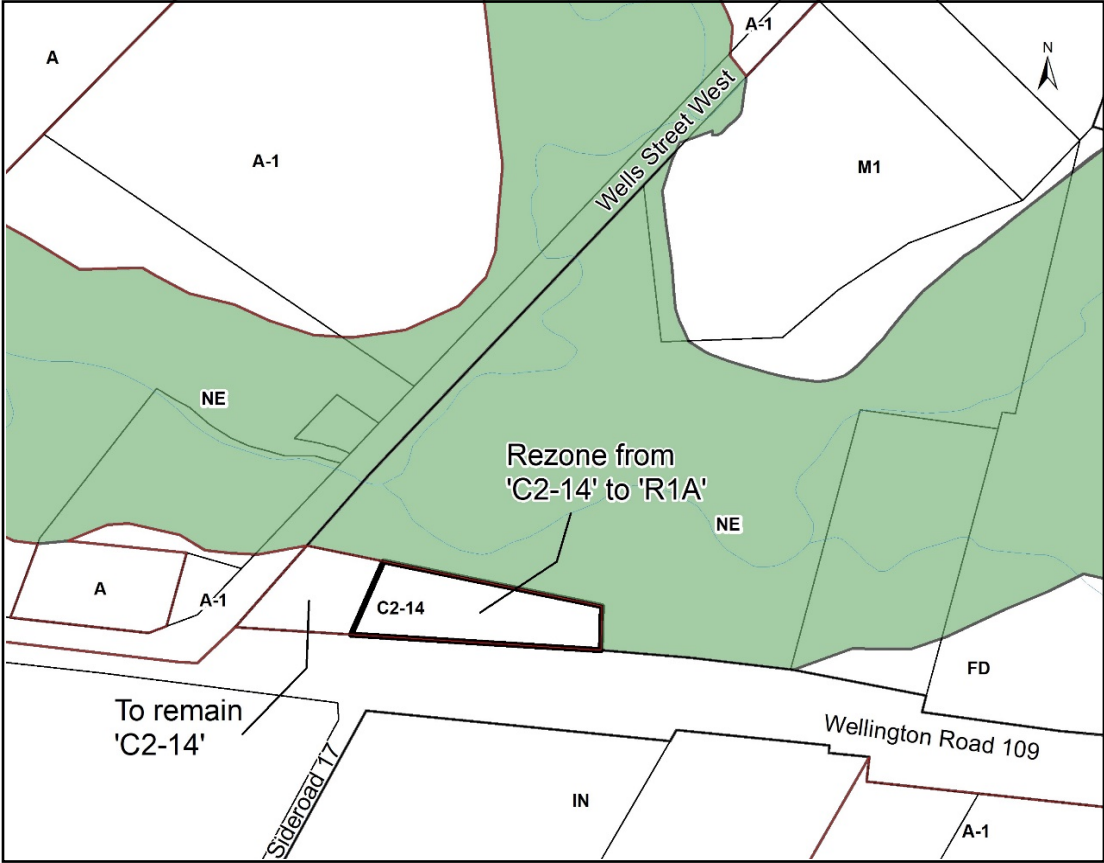
ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NUMBER 073-18

Schedule "A"



Passed this 13th day of August, 2018

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

EXPLANATORY NOTE

BY-LAW NUMBER 073-18

THE LOCATION OF THE SUBJECT LANDS

The property subject is described as Part Park Lot 8, and has frontage on Wellington Rd 109, geographic Village of Arthur. The portion of the property subject to the proposed amendment is approximately 0.60 ha (1.5 ac) in size and is currently zoned Highway Commercial Exception (C2-14)

THE PURPOSE AND EFFECT of the proposed amendment is to rezone a portion of the subject lands from Highway Commercial Exception (C2-14) Zone to Unserviced Residential (R1A) Zone to permit a standalone single detached dwelling on the subject lands.

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
PUBLIC MEETING - MINUTES
MONDAY, JULY 23, 2018 AT 7:00 P.M**

The Public Meeting was held at the Municipal Office Council Chambers, Kenilworth to consider a proposed Draft Plan of Subdivision.

Present:

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

Staff Present: **Chief Administrative Officer: Michael Givens
Director of Legislative Services/Clerk: Karren Wallace
Deputy Clerk: Catherine Conrad
Economic Development Officer: Dale Small
Chief Building Official: Darren Jones
Director of Finance: Adam McNabb
Director of Operations: Brent Lauber
Manager of Planning and Environment: Linda Redmond**

Mayor Lennox called the meeting to order.

Declaration of Pecuniary Interest:

No pecuniary interest declared.

OWNER/APPLICANT: Mount Forest Developments Inc.

LOCATION OF THE SUBJECT LAND

The property subject to the proposed Draft Plan of Subdivision (File No 23T-18001) is located on Part Park Lot 1, South of Durham Street and East of Main Street, Plan Town of Mount Forest, now Township of Wellington North.

PURPOSE AND EFFECT OF THE APPLICATION

The application for a Draft Plan of Subdivision will result in the creation of 15 semi-detached lots for a total of 30 dwelling units. The lands are currently zoned to permit the semi-detached residential use and there are no other associated applications. The details proposed Draft Plan of Subdivision (23T-18001) is as follows:

Land Use	Lots/Blocks	Units	Area (Ha.)
Semi-Detached Residential	1-15	30	1.185
Road			0.225
TOTAL AREA			1.411

NOTICE

Notice for this public meeting was sent to property owners within 120 m and required agencies and posted on the property on June 29, 2018 pursuant to the provisions of the Planning Act.

PRESENTATIONS

1. Linda Redmond, Manager of Planning & Environment, reviewed her comments dated July 17, 2018.

Location

The land subject to the proposed draft plan of subdivision is situated in the Urban Centre of Mount Forest (Wellington North). The property is located on the south corner of Durham St East and Church St North. The size of the subject property is 1.411 hectares (3.48 acres) (Figure1).

The subject property is currently zoned Residential (R2) in the Township of Wellington North Zoning By-law 66-01 and is located within the built boundary of the Mount Forest Urban area. The surrounding land uses all residential to the north, south, west and east.

Proposal

The application for Draft Plan of Subdivision will result in the creation of a residential development on the lands that are currently vacant. Specifically the overall proposal will create 15 semi-detached lots (30 units).

Land Use	Lots/Blocks	Units	Area (Ha.)
Semi-Detached Residential	Lots 1-15	30	1.185
Road			0.225
TOTAL UNITS/AREA			1.49

Places to Grow (PTG) and Provincial Policy Statement (PPS)

Amendments have been made to the Wellington County Official Plan previously to ensure that the Plan is in conformity with both PTG and PPS.

The subject property is located within the settlement area of Mount Forest. Section 1.1.3.1 of the Provincial Policy Statement states that “settlement areas shall be the focus of growth and their vitality and regeneration shall be promoted.” Settlement areas are encouraged to include a mix of densities and land uses.

The Provincial Growth Plan directs the majority of growth to settlement areas as a better use of land and infrastructure while prioritizing intensification in strategic growth areas, including urban growth centres, major transit station areas, brownfield sites and greyfields.

Under section 2.2.7 of the Growth Plan, new development taking place in designated greenfield areas will be planned, designated, zoned and designed in a manner that supports the achievement of complete communities.

Wellington County Official Plan Policy Framework

The lands subject to the amendment are designated RESIDENTIAL in the Urban Centre of Mount Forest. The property is located within the defined “built boundary” and therefore is considered a Greenfield area.

Intensification

The policies of Section 3 of the Official Plan outline the general strategies for guiding growth within the County. Section 3.3 sets out objectives for growth and encourages growth in urban areas. It further seeks to identify and promote opportunities for growth in the built up areas of urban centres through intensification and redevelopment where this can be accommodated, taking into account small town scale and historic streetscapes.

Section 3.3.1 identifies targets and states “by the year 2015 and for each year thereafter, a minimum of 20 percent of all residential development occurring annually will be within the built-up area”. This application is located within the built boundary of Mount Forest and will contribute and support this target.

Section 3.5 of the Plan allocates growth to the local municipalities. Wellington North is anticipated to grow from 12,490 persons in 2016 up to 17,085 persons in 2036. An additional 1695 households are predicted.

Section 4.4.3 of the Official Plan encourages intensification in urban centres and further states in subsection b) that the plan “supports appropriate intensification in all areas within the built boundary.

Section 4.4.5, Affordable Housing, requires a minimum of 25% of new housing units in the County to be affordable. This is to be accomplished mainly through accessory apartments, semi-detached, duplex, townhouse and apartment units. This proposal will exceed this target and is providing 100% of affordable housing.

Residential Designation

The policies of Section 8.3.2 of the Official Plan sets out a number of objectives for residential development including, b) “to provide a variety of dwelling types to satisfy a broad range of residential requirements, e) to ensure that an adequate level of municipal services will be available to all residential area’s and g) to encourage intensification, development proposals provided they maintain the stability and character of existing neighbourhoods”.

The policies of Section 8.3.11 of the Official Plan encourage development of “vacant or under-utilized properties for residential uses which are compatible with

surrounding uses in terms of dwelling type, building form, site coverage and setbacks”.

Wellington North Community Growth Plan

The following relevant Growth Management Goals have been identified:

- To direct and focus development to the urban areas of Arthur and Mount Forest as the primary centres and complete communities with a mix of land uses, housing, jobs and services.
- To plan and promote orderly, compact development within the urban areas, based on phasing to align with planning for infrastructure, transportation, facilities and services.
- Intensification Goals – To encourage intensification generally to achieve the desired urban structure.

Wellington North Zoning By-law 66-01

The subject lands are currently zoned Residential (R2). The proposal is for the development of 15 semi-detached dwellings for a total of 30 units. The proposed lots meet the minimum frontage and area requirements for the use of the lands. A zone amendment is not required for this proposal.

Technical Study Review

The following technical reports have been prepared in support of the application:

- Functional Servicing Report and Storm Water Management Report (February 2018) GM Blue Plan Engineering.
- Geotechnical Investigation (January 19, 2018) Chung & Vander Doelen Engineering Ltd.
- Planning Report (March 13, 2018) Astrid J. Clos Planning Consultants.
- Tree Management Plan (March 8, 2018) MacKinnon & Associates.

Agency Review

To date we have received the following comments from circulated agencies:

Agency	Position	Comments
Saugeen Valley Conservation Authority(SVCA)	No objection Subject to Conditions	In comments of June 13, 2018 the SVCA indicated that conditions of draft approval include provisions for a final SWM report, lot grading and sediment and erosion control plan, to the SVCA satisfaction.
Hydro One	No objection	
Upper Grand District School Board (UGDSB)	No objection Subject to Conditions	In comments of June 14, 2018 the UGDSB indicated that development charges are applicable, adequate sidewalks, lighting and snow removal is provided and a clause regarding bus service is inserted into offers to purchase regarding non pickup on

	unopened road allowances or private property.
Wellington Source Water Protection	No concerns

Comments from the Township’s consulting engineer have not been received at time of writing these comments. We understand the plans are currently under review. Issues may arise in these reviews that need to be addressed.

Preliminary Planning Comments

Density/Development Concept

The proposed residential development is anticipated and encouraged by Provincial and County planning policy. The subject property is located within the built boundary of Mount Forest. This large, vacant parcel of land is surrounded by residential lands and is located within an established residential area. Section 4.4 of the Official Plan outlines housing policies. The main applicable policy, Section 4.4.4, deals with Greenfield Housing, and requires a gross density of 6.5 residential units per acre. The development as proposed exceeds this density requirement. The proposed semi-detached dwellings will also achieve the 25% affordable housing target.

Tree Preservation

The property is currently occupied by a substantial spruce tree plantation. A tree management plan was submitted with the application, which indicated that the majority of the trees are expected to be removed. The basis of this is related to the engineering constraints that are present on the site. The property is fairly flat which will require swales to be installed to direct water off the site. This combined with the building envelopes and the proposed street will require the removal of a significant amount of trees. When dealing with tree plantations, removal of some trees could compromise the integrity of the remaining trees. Additionally, trees in a plantation tend to look nice as a whole but singular trees will not look good and retaining them would be of no value. Given that this plantation has acted as a buffer for the surrounding dwellings we have discussed other alternatives to mitigating the tree loss on this site. A condition of draft approval will be included to address compensation plantings and buffering where feasible, such as fencing and other plantings. The following draft condition is proposed:

The Owner shall submit a Tree Planting Plan prepared by a qualified Landscape Architect O.A.L.A in accordance with the Township of Wellington North Engineering Standards. A buffer shall be provided for the benefit of existing abutting residential dwellings through tree plantings on the subject property or the provision of a boundary fence to the satisfaction of the Township. Where existing boundary tree or

shrub growth is able to be retained these existing plantings may provide the required buffer to the satisfaction of the Township.

Parkland Dedication

A park is not being proposed as part of the residential development, therefore the developer should be providing “cash-in-lieu” of to the Township. This will form a condition of draft approval.

Storm Water Management

We have not been provided with comments from the Township Consulting Engineer on the Functional Servicing Report. We understand the plans are currently under review.

Availability of Municipal Services

In terms of servicing, the proposed development is to be provided with municipal sewage and water supply services. Sufficient capacity is available to date, however will form a condition of draft approval.

Conclusion

We are satisfied that the proponent has addressed the applicable land use planning policies. This statutory public meeting will provide an opportunity for the community and area residents to ask questions and seek more information from the proponent and their consultants. If Council is in support of the draft plan of subdivision, a resolution in support of it should be passed by Council after the public meeting and forwarded to the County along with required records.

2. Astrid Clos, RPP, MCIP, Astrid J. Clos Planning Consultants, on behalf of Mount Forest Developments Inc.

Ms. Clos provided background regarding the pre-consultation process with the County of Wellington. A Planning Report was requested on September 29, 2017 through the process to be part of a complete application. It is a straight forward application implementing the Places To Grow Act. The Official Plan and Zoning allows for semi-detached units.

CORRESPONDENCE FOR COUNCIL’S REVIEW

Candace Hamm, Environmental Planning Coordinator, SVCA

- Letter dated June 13, 2018 (acceptable to SVCA staff)
- Letter dated July 10, 2018 (acceptable to SVCA staff)

Emily Bumbaco, Planning Technician, Upper Grand District School Board

- No objection

Phyllis Ellis, 210 Church Street North, Mount Forest, ON N0G 2L2

- Request to be notified of decision

Jim Klujber, Chief Operating Officer, Wellington North Power

- All electrical distribution system plans must meet Wellington North Power standards for design and construction.
- All electrical plans must be reviewed and approved by Wellington North Power
- The applicant is required to enter into a Construction Agreement with Wellington North Power

REQUEST FOR NOTICE OF DECISION

Mayor Lennox advised that persons wishing to be notified of the decision must submit a written request to the Director of Planning and Development, Corporation of the County of Wellington, 74 Woolwich Street, Guelph, ON N1H 3T9.

MAYOR OPENS FLOOR FOR ANY COMMENTS/QUESTIONS

The applicant's planning consultant and engineer were present to answer questions regarding this application.

Steve Ellis, 210 Church Street North, Mount Forest, inquired if the backs of the home will be facing onto Church Street and Durham Street. Ms. Clos advised that the units will face onto existing streets.

Marc Darrigo, 344 Durham Street East, Mount Forest, asked if the public will be supplied with the drawings displayed at the meeting and what the timeline of the project is. Mayor Lennox advised that the drawings are in the agenda package on the Township website. He commented that this is a first step in the process. There will be more opportunity to raise concerns or to comment and reminded everyone to sign the meeting sign in sheet so they are included in future notifications. CAO Givens added that the applicant must meet conditions to proceed. Ms. Redmond stated that she will email the drawing to those who want a copy.

Bill Hieber, 295 Durham Street East, Mount Forest, questioned if there will be one or two storey dwellings. Ms. Clos stated that the expectation is two storey dwellings.

Cathy Robinson, 212 Church Street North, inquired if the housing will be geared toward a certain clientele. Ms. Clos advised that the homes will be geared for market.

COMMENTS/QUESTIONS FROM COUNCIL

Councillor Yake inquired about storm water management for the development. John Kerr, GM Blue Plan Engineering, on behalf of Mount Forest Developments Inc., explained that there is existing storm water management north of the high school. Quantity and quality will be addressed. The proposal has been accepted by the Saugeen Valley Conservation Authority.

ADJOURNMENT

RESOLUTION No. 5

Moved by: Councillor Hern

Seconded by: Councillor McCabe

THAT the Public Meeting of July 23, 2018 be adjourned at 7:25 p.m.

CARRIED

CLERK

MAYOR

**THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH
MINUTES OF COUNCIL
JULY 23, 2018 @ 7:00 P.M.
CLOSED MEETING SESSION @ 6:30 P.M.**

The meeting was held in the Municipal Office Council Chambers, Kenilworth.

Members Present:

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

Staff Present:

Director of Legislative Services/Clerk: CAO: Michael Givens
Deputy Clerk: Karren Wallace
Economic Development Officer: Catherine Conrad
Chief Building Official: Dale Small
Director of Finance: Darren Jones
Director of Operations: Adam McNabb
Manager of Human Resources: Brent Lauber
Manager of Planning and Environment: Chanda Riggi
Linda Redmond

CALLING TO ORDER

Mayor Lennox called the meeting to order.

ADOPTION OF THE AGENDA

Resolution 2018-283

Moved: Councillor McCabe

Seconded: Councillor Yake

THAT the Agenda for the July 23, 2018 Regular Meeting of Council be accepted and passed.

CARRIED

DISCLOSURE OF PECUNIARY INTEREST

No pecuniary interest reported.

CLOSED MEETING SESSION

Resolution 2018-284

Moved: Councillor Yake

Seconded: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North go into a meeting at 6:33 p.m. that is closed to the public under subsections 239 (2) of the Municipal Act, 2001, specifically:

(d) labour relations or employee negotiations

1. REPORTS

a. Report HR 2018-003 being a Report on Recreation Master Plan-Service Delivery Enhancements

2. REVIEW OF CLOSED SESSION MINUTES

a. July 9, 2018

CARRIED

Resolution 2018-285

Moved: Councillor McCabe

Seconded: Councillor Yake

THAT the Council of the Corporation of the Township of Wellington North rise from a closed meeting session at 7:05 p.m.

CARRIED

Resolution 2018-286

Moved: Councillor Yake

Seconded: Councillor McCabe

THAT the Council of the Corporation of Township of Wellington North receive for information Report HR 2018-003 being a report on Recreation Master Plan – Service Delivery Enhancements.

AND FURTHER THAT Council approve the confidential direction to staff.

CARRIED

Resolution 2018-287

Moved: Councillor McCabe

Seconded: Councillor Hern

THAT the Council of the Corporation of the Township of Wellington North approve the Closed Meeting Minutes of July 9, 2018.

CARRIED

Chanda Riggi, Manager of Human Resources, left the meeting.

O' CANADA

RECESS TO MOVE INTO PUBLIC MEETING

Resolution 2018-288

Moved: Councillor Hern

Seconded: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North recess the Regular Council Meeting of July 23, 2018 at 7:11 p.m. for the purpose of holding a Public Meeting under the Planning Act on behalf of the County of Wellington.

CARRIED

RESUME REGULAR MEETING OF COUNCIL

Resolution 2018-289

Moved: Councillor McCabe

Seconded: Councillor Hern

THAT Council of the Corporation of the Township of Wellington North resume the July 23, 2018 Regular Meeting of Council at 7:25 p.m.

CARRIED

ADOPTION OF MINUTES OF COUNCIL

Resolution 2018-290

Moved: Councillor Hern

Seconded: Councillor Yake

THAT the minutes of the Council Meeting held on July 9, 2018 be adopted as circulated.

CARRIED

BUSINESS ARISING FROM MINUTES OF COUNCIL

None.

DEPUTATIONS

1. Tony Bagnara, Avila Investments Ltd.
John Cox, JL Cox Planning Consultants Inc.
John Kerr, GM Blue Plan Engineering
 - Consideration of Draft Plan Approval for File NO. 23T-13002

Mr. Cox provided background on the subdivision project, reviewed draft plan modifications and outlined other reviews undertaken, noting the configuration presented is basically the same as the previous version, with 231 single detached residential units, 60 semi detached residential units, 120 street townhouse units and 2 commercial blocks. The lots opposite the Mann property have been widened. Two blocks are provided which access unopened Bristol Street and Harris Street for future access and can also function for tot lot playground areas and/or trail connectivity. The density of 411 units meets provincial targets. The environmental assessment has been accepted by the Saugeen Valley Conservation Authority and other agencies had no objections. There will be trail

access through the open space area and unopened roads. A trail plan will be completed and implemented.

Mr. Kerr addressed engineering for the project and reviewed conceptual servicing plans. He provided a chronologic summary of Technical & Community Engagement since the Public Meeting on April 28, 2014. There is still opportunity to make design changes. Meetings have been held with the residents on Bentley Street and Southwater Street. He believes they understand the concerns and will be able to proceed satisfactorily. An alternative to sanitary servicing along Bristol Street to South Water Street may be beneficial to the developer, the municipality and home owners. Stormwater management will take in 99.9% of the storm water drainage. A meeting was held with Southwater Street residents to address concerns in the northeast corner of the development.

Councillor Yake asked how and when servicing on Southwater vs. Bristol will be decided. Township Engineer, Frank Vanderloo, B.M. Ross and Associates Limited, responded that if there was a desire to connect to services would be done through negotiations regarding cost sharing. The water main could be replaced with a larger water main.

2. Kim and Scott Hartle, 240 Southwater Street, Mount Forest
 - Concerns regarding File #23T-13002

Mr. Hartle expressed concerns regarding flooding and privacy noting:

- There is an the existing berm in place on the Murphy property to address flooding and questioned on flood control should the berm be removed
- Fencing should be installed to provide privacy to the estate sized lots on Southwater
- Southwater Street doesn't have sidewalks.
- Traffic through Bristol Street will intense.
- Several private properties have ponds and there is concern about the safety of children from the new subdivision
- What plans are there for a playground
- Construction dust, refuse and garbage during construction
- Ownership and maintenance of the park/open space
- Access to Hwy 6 at the top of the hill which is not ideal

Mr. Hartle was advised that the highway access is within the Township connecting link. Details will be worked out through the ongoing development process. There is no definite timeline. Infrastructure needs to be built so it will not be quick. MTO would not permit commercial access.

3. Barb Schellenberger, 931 Bentley Street, Mount Forest
 - Concerns regarding trails and access

Ms. Schellenberger requested information on trails and access to them. The blocks on Bristol Street and Harris Street could provide opportunity for partnerships to be formed with the developer for trails. She also questioned if there will be a walk way along the back of lots, if there will be landscaping along the roadway, how kids will get to school, will the development be phased and suggested working with MTO for safe access to Murphy Park. (See Addendum A attached to the minutes for speaker's notes and comments submitted on behalf of Elsa Mann and Rose Anne Desmarais and Bruce Chapman.)

Other resident concerns included paving of Bentley Street, left turn lane onto Bentley Street from the highway, buffers/fencing between current larger properties and proposed development for privacy, drainage along Bentley Street, sidewalks along the highway and the notification process for further meetings or provision of information.

It was explained that there will be extensive sidewalks through the development and a landscaping plan. Phasing will require Township approval. Existing drainage problems can be looked at with overall drainage patterns. The Township is aware of concerns raised in the past. Conceptual designs are being reviewed. The berm at the northerly perimeter will probably be gone but there will be a swale to take water to the storm water facility. There will be storm water management where there wasn't any before. Sidewalks along the highway to the bridge have not been investigated in detail but can be considered. A zoning amendment will be required and formal notification will be required. The school board will designate where children will be picked up. Open space will become the property of the Township. It was suggested that one of the tot lots would be a good location for playground equipment for younger kids. Council will be asked to consider endorsing the concept so the development can move to the next step.

IDENTIFICATION OF ITEMS REQUIRING SEPARATE DISCUSSION

Items 1f, 4a, 5a, 6a, 8a.

ADOPTION OF ALL ITEMS NOT REQUIRING SEPARATE DISCUSSION

Resolution 2018-291

Moved: Councillor Yake

Seconded: Councillor Hern

THAT all items listed under Items for Consideration on the July 23, 2018 Council agenda, with the exception of those items identified for separate discussion, be approved and the recommendations therein be adopted:

1. PLANNING

- a. *Excerpt from April 28, 2014 Public Meeting Minutes – Avila Investments Limited be received for information.*
- b. *Correspondence from B.M. Ross and Associates Limited, dated May 17, 2018, regarding Murphy Subdivision (Avila Investments Ltd.), Draft Plan 23T-13002, Review of Preliminary Servicing & Stormwater Management Report and Preliminary General Grading & Servicing Plans be received.*
- c. *Correspondence from Saugeen Valley Conservation Authority, dated July 10, 2018, regarding application for Draft Plan of Subdivision – File No. 23T-13002 be received.*
- d. *Correspondence from Edward Duncan Boxall, dated July 18, 2018 regarding proposed Draft Plan of Subdivision (File No. 23T-13002) be received.*
- e. *Correspondence from Peter and Elizabeth Mogensen, dated July 18, 2018 regarding proposed Draft Plan of Subdivision (File No. 23T-13002) be received.*

2. FIRE

- a. *Communiqué #056 - June, 2018 be received*

3. FINANCE

- a. *Cheque Distribution Report, July 17, 2018 be received.*
- b. *General Fund Financial Summary Report- Budget vs Year-to-Date Actual Ending June 30, 2018 be received.*
- c. *Reserves and Reserve Funds be received.*

5. ECONOMIC DEVELOPMENT

- b. *Report EDO 2018-28 FiT5 Contract be received for information*

7. ADMINISTRATION

- a. *Report CLK 2018-031 being a report appointment of Clerk as Wedding Officiant THAT the Council of The Corporation of the Township of Wellington North receive Report CLK 2018-031 being a report on appointment of the Clerk as a Wedding Officiant;
AND FURTHER THAT the Mayor and Deputy Clerk be authorized to execute the appointment by-law.*

8. COUNCIL

- b. *Correspondence from Arthur Optimist Club, dated, July 11, 2018, regarding the operation of a Bavarian Garden during the 24th Annual Ford & Mercury Truck Nationals on August 18 to 19, 2018
THAT the Council of The Corporation of the Township of Wellington North receive correspondence from Arthur Optimist Club, dated, July 11, 2018, regarding the operation of a Bavarian Garden during the 24th Annual Ford & Mercury Truck Nationals on August 18 to 19, 2018;
AND FURTHER THAT the 24th Annual Ford & Mercury Truck Nationals being held on August 18 to 19, 2018 be given community festival status and declared municipally significant.*

CARRIED

CONSIDERATION OF ITEMS IDENTIFIED FOR SEPARATE DISCUSSION**Resolution 2018-292**

Moved: Councillor Yake

Seconded: Councillor Hern

THAT the Council of the Corporation of the Township of Wellington North receive the County of Wellington Planning Report regarding proposed Plan of Subdivision – 23T-13002, Avila Investments Limited, Mount Forest.

CARRIED**Resolution 2018-293**

Moved: Councillor Hern

Seconded: Councillor Yake

THAT the Council of the Corporation of the Township of Wellington North support the proposed plan of subdivision and related conditions of draft plan approval for 23T-13002 (Avila Investments Ltd.).

CARRIED**Resolution 2018-294**

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North receive Report CBO 2018-13 being a report on sanitary sewer allotment (Arthur);

AND FURTHER THAT the Council of the Corporation of the Township of Wellington North allocate one (1) sanitary sewage unit to the property described as Svy Mitchells Pt Lots 11, 12 & 22 to 31 Pt Mill Pond & Mill Property RP 61R7402 Parts 1 to 5, Municipally known as 7976 Wellington Road 109, geographic Village of Arthur, Township of Wellington North;

AND FURTHER THAT the Council of the Corporation of the Township of Wellington North allocate one (1) sanitary sewage unit to the property described as Concession B Pt Lot 23 RP 61R10443 Parts 1 and 2, Municipally known as 7995 Wellington Road 109, geographic Township of Peel, Township of Wellington North;

AND FURTHER THAT these sanitary sewage allocations have an expiry of eighteen (18) months from date of passage of the resolution, after which period the allocations are withdrawn.

CARRIED**Resolution 2018-295**

Moved: Councillor Yake

Seconded: Councillor Hern

THAT the Council of the Corporation of the Township of Wellington North receive for information Report EDO-2018-27 being a report on the Downtown-Main Street Revitalization Program.

CARRIED

Resolution 2018-296

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North receive Report PW 2018-015 being a report on the 2018 procurement of an excavator; AND FURTHER THAT the Council of the Township of Wellington North award the supply of the 2018 excavator to CG Equipment at a net cost of \$341,303.04; AND FURTHER THAT the \$41,303.04 difference between the net purchase price and the 2018 approved capital budget of \$300,000 be funded from reserves and the sale of the existing brusher.

CARRIED

Resolution 2018-297

Moved: Councillor Yake

Seconded: Councillor Hern

THAT the Council of The Corporation of the Township of Wellington North receive correspondence from County of Wellington, dated July 12, 2018 regarding the Wellington County Trail Funding Programme.

CARRIED

Council directed staff to request that the County of Wellington place the \$21,509.98 remaining funding into reserve funds for future use.

NOTICE OF MOTION

Councillor Yake requested that a resolution be brought to the August 13, 2018 regular Council meeting recognizing the strained current traffic flows and the potential impact of additional traffic as a result of the new Canadian Tire in the area of Main Street South and Mount Forest Drive in Mount Forest. And further that Council of the Township Of Wellington North request that staff monitor traffic flows in the area and investigate possible traffic measures that can be implemented to allow for safe, timely flow of traffic in the area.

COMMUNITY GROUP MEETING PROGRAM REPORT

Councillor McCabe requested that congratulatory letters be sent to Ted Arnott, MPP, Wellington-Halton Hills, on his appointment as Speaker of the Ontario Legislative Assembly and Randy Pettapiece, MPP, Perth-Wellington, on his appointment as Parliamentary Assistant to the Minister of Agriculture, Food and Rural Affairs.

Councillor Yake announced that picnic tables were donated to the Lyons Blacksmith Shop and thanked Councillor McCabe for his donation of a lawn tractor.

Mayor Lennox acknowledged the work of volunteers for the Fireworks Festival and commented that the festival was well attended.

BY-LAWS

Resolution 2018-298

Moved: Councillor Hern

Seconded: Councillor Yake

THAT By-law Number 070-18 being a by-law to appoint an officiant to conduct civil marriage ceremonies be read a First, Second and Third time and enacted.

CARRIED

CONFIRMATORY BY-LAW

Resolution 2018-299

Moved: Councillor Yake

Seconded: Councillor Hern

THAT By-law Number 071-18 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 July 23, 2018 be read a First, Second and Third time and enacted.

CARRIED

ADJOURNMENT

Resolution 2018-300

Moved: Councillor Hern

Seconded: Councillor Yake

THAT the Regular Council meeting of July 23, 2018 be adjourned at 8:53 p.m.

CARRIED

CLERK

MAYOR

Re: Proposed Plan of Subdivision 23T13002, Avila Investments Limited

Further to my comments at the 2014 Public Meeting regarding the subdivision at Hwy 6 and Bentley Street, I am pleased to see some concerns have been addressed in the conditions of subdivision. Specifically, the following:

- Block 271 is Open Space/Parkland, and the owner will complete a trail and implementation plan as provided in the subdivision agreement
- Block 272 and 274 are walkway (not roadways) to Bristol Street and Harris Street (both unopened road allowances) to create access to South Water Street.

But there still are some unanswered thoughts we have:

Who actually pays for trail development? This trail could go nicely from the development along unopened road allowance (Mill St?), via the footbridge to Angus Smith Park. This is a wonderful opportunity to develop ongoing partnerships with the developer, service groups and citizens and community as a whole. Not only this length of park but other areas within WN.

I can see sidewalks on the south side of the development, only 2/3 of the way (the westerly section). Going further west along Bentley Street, after the subdivision, is there a plan for sidewalks to continue around Silver St and Mill St, to Cork and Martin St intersection? Connecting the subdivision to the existing walking trails, sports complex area will require not only trail plans, but streets that encourage active living for all users. Would it be advantageous to have trail access at the side of Lot 1 (south west corner) and the rear of lots 36-42 to go to parkland/open space area.

From the submissions included in the agenda package, I am unclear if the westerly lots on Bentley have the required frontage. For your convenience, I have attached documentation between developer and Ms. Mann. Our lands are referenced within.

In the Bentley Street SFD/TH area will there be any required landscaped boulevard?

I realize school board policies will dictate if bussed or not, however, is there a plan to improve South Water Street and make the Bristol and Harris Street trails navigable for foot traffic to the schools. Also the park areas (Murphy Park, and Lions Pool park).

Please, please, please work with MTO for safe access from Bentley Street and Street A on Hwy 6. Going south from the bridge, there is a rise and you can't see vehicles turning into Street A. at Bentley Street right now, traffic going north is whipping along 80+ mph. The travelling public now is vehicles, bikes, and foot traffic, and we do need to live in harmony. No-one wants any accidents or fatalities to happen, if they can be prevented.

Consideration/responses would be most appreciated. Thank you for allowing me to share some observations Tom and I have made.

As the registered delegation, would it be possible to speak comments given to me from my neighbours?

TO: ELSA MANN (as owner of 947 Bentley Street, Mount Forest)

UNDERTAKING

Whereas Avila Investments Ltd. ("Avila"), as Purchaser, has purchased from The Corporation of the Township of Wellington North (the "Township"), as Vendor, certain lands on the north side of Bentley Street in the former town of Mount Forest known locally as the "Murphy Lands";

AND WHEREAS the County of Wellington (the "County") adopted an Official Plan Amendment (OPA 68) which amendment provides for designations and policies in respect of the Murphy Lands which will permit certain residential and commercial uses as set out therein;

AND WHEREAS Elsa Mann has appealed OPA 68 to the Ontario Municipal Board which has assigned the matter OMB File No. PL090687;

AND WHEREAS Elsa Mann is prepared to withdraw the said appeal subject to obtaining certain assurances with respect to the future development of the Murphy Lands as herein set out;

AND WHEREAS in consideration of Elsa Mann withdrawing the above mentioned appeal, Avila has agreed to provide this undertaking in respect of the development of the Murphy Lands and Elsa Mann may file this undertaking with the OMB along with the withdrawal of the appeal.

Now therefore Avila does hereby undertake for itself, its successors and assigns as follows:

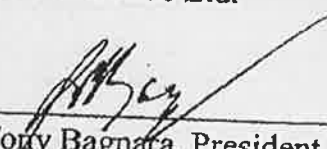
1. Any development proposed by Avila whether by way of Plan of Subdivision, Plan of Condominium or consent under the *Planning Act*, will provide for Lots fronting directly onto Bentley Street thereby reducing the number of new streets accessing onto Bentley Street. This principle is illustrated in the annexed street layout concept. Such concept may be subject to amendment, provided that at a minimum, the plan will provide that the two (2) most westerly north-south streets within the development will not continue and access directly onto Bentley Street. A minimum of eight (8) of Lots proposed on Bentley Street and being the most westerly Lots on Bentley Street will have a minimum frontage of 60 feet. The remaining Lots to the east along Bentley Street to the first new road will have minimum frontages of 50 feet.
2. Avila agrees not to object to a condition of draft plan approval requiring it to prepare a Baseline Hydrogeology and Impact Assessment (in accordance with the normal practices of the County) and to monitor the impacts of the servicing of the Murphy Lands on the private well water supplies at 931 and 947 Bentley Street and to undertake remedial measures if required. The monitoring period shall be 12 months from completion of services and shall be subject to the owners of 931 and 947 Bentley Street providing pre-

construction access and testing of the private well. Avila further agrees not to object to a condition of draft plan approval requiring that storm water management plans be approved by the Township and the Conservation Authority.

The Township and the County have been given notice of this undertaking as acknowledged below and Avila requests the same to be placed on file for consideration when Avila applies for a Plan of Subdivision, Plan of Condominium or consent under the *Planning Act*.

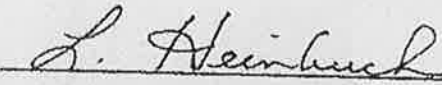
Date at the Town of Halton Hills this 9th day of December, 2009

Avila Investments Ltd.



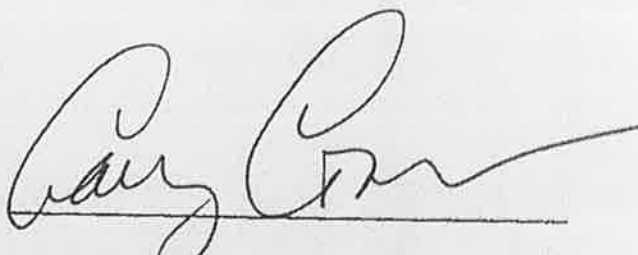
Per: Tony Bagnara, President
I have authority to bind the Corporation

Notice of the above Undertaking
is hereby acknowledged



on behalf of the Township

Lorraine Heinbuch,
Chief Administrative Officer/Clerk
Township of Wellington North



on behalf of the County

From: Elsa Mann <elsamann1@gmail.com>

Date: July 22, 2018 at 10:01:43 PM EDT

Subject: Re: Subdivision plans:Avila/Bentley Street

Thanks Barb for speaking tomorrow. Our comments and questions are below and are in addition to what has already been said. (ie. questions about flood plain, safety regarding entrance and exit from Bentley Street without turning lanes or traffic lights)

-Elsa Mann would like to inform Council again that an undertaking was filed with the OMB back in 2009. The lots fronting Bentley Street are still not sized according to the outline of the undertaking. They fall short of the 60 and 50 foot frontages as outlined in the undertaking. 'Close doesn't count'. This is a legal binding agreement signed by Avila.

-the plan shows a second access road from Highway 6 North of Bentley Street, but is not designated as an 'entrance only travelling South on Hwy 6' which is a significant safety concern. Will traffic be able to travel in and out of that street? Will people be able to turn left off of Highway 6 heading northbound on a blind hill into the subdivision?

-drainage as shown on the plan is a significant concern given that we are lower than the subdivision. The plan notes that 'major overflow' runs down Bentley Street with nothing to mitigate the flooding that will result in the South side of Bentley. It's not a question of if, simply when a flood happens. Take your cues from the flooding that happened in June of 2017 on Bentley and double it with all the water running off hard surfaces in the development.

-there is no provision for a sidewalk on street C (South of street A) in the plan

-the plan appears to show a sidewalk running along the west side of HWY 6. How is that going to work?

-what is the proposed timeline for each phase and what is the penalty to the developer should he not adhere to it. It needs to be recognized that the neighbouring residents to this sizable development will have to endure construction impact for all phases of development and should be provided with a reasonable timeline by which the developer should be held accountable.

-what is the developer proposing regarding street lighting and mitigating resulting light pollution

-the parkland as outlined on the subdivision blueprint as it exists today is a severe embankment, and we can't see that it can be developed into parkland

-we would like to hear assurances from Council that the neighboring trail/triangle from the old rail line owned by the municipality will stay as is.

-we still haven't heard back in regards to the hydro poles and which side of the street they will be on, whether they will be Wellington North power or Hydro One and how that will affect current residents on Bentley Street.

-most of these questions were ones we had raised 4 years ago, and none of them have been addressed to date. What assurances do we have that they will be addressed as the development proceeds.

-What is it that council is supporting tonight, if those issues have not yet been addressed?

Elsa Mann

My husband and I are very concerned about ensuring that a flood plan is in place for the area with the proposed Subdivision. Last year's Homecoming flood had the overflowed waters coming straight down Bentley St. and if it hadn't been for two of our neighbours who diverted the water away from the road, we would have lost Bentley St. to the erosion of the fast moving waters.

Bruce and I are situated at 501 Silver Street, which is located at the bottom of Bentley St. and Silver St. With the overflowing ditches having nowhere to go, all the waters flowed down to us and we lost part of our laneway and our entire basement!

We're also concerned about the traffic flow and the extra load at the corners of Bentley St. and Hwy #6. It's more than difficult at times to make a left hand turn North to go into town, and with the extra traffic coming out of the subdivision onto Hwy #6, it will make a nightmare worse.

Thank you for your considerations.

RoseAnne Desmarais and Bruce Chapman

TOWNSHIP OF WELLINGTON NORTH
Regular Meeting of Council

MOVED BY: _____ DATE: August 13, 2018

SECONDED BY: _____ RES. NO.: 2018-

THAT the Council of the Corporation of Township of Wellington North recognize the strained current traffic flows and the potential impact of additional traffic as a result of the new Canadian Tire in the area of Main Street South and Mount Forest Drive in Mount Forest;

AND FURTHER THAT the Council of the Township of Wellington North request that staff monitor traffic flows in the area and investigate possible traffic measures that can be implemented to allow for safe, timely flow of traffic in the area.

MAYOR _____

CARRIED

DEFEATED

DEFERRED

Recorded vote requested by:		
Member of Council	Yea	Nay
Mayor Andrew Lennox		
Councillor Sherry Burke		
Councillor Lisa Hern		
Councillor Steve McCabe		
Councillor Dan Yake		
Totals		

DECLARATION OF INTEREST



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

032

Plan to
Simply Explore.
www.simplyexplore.ca

**TO: MAYOR AND MEMBERS OF COUNCIL
MEETING OF AUGUST 13, 2018**

**FROM: KARREN WALLACE, DIRECTOR OF LEGISLATIVE
SERVICES/CLERK**

**SUBJECT: REPORT CLK 2018-032 BEING A REPORT ON SALE OF LANDS
KNOWN AS 7840 WELLINGTON ROAD 109, ARTHUR**

RECOMMENDATION

THAT the Council of The Corporation of the Township of Wellington North receive Report CLK 2018-032 being a report on the sale of lands known as 7840 Wellington Road 109, Wellington North (formerly the Village of Arthur)"

AND FURTHER THAT the Council of the Corporation of the Township of Wellington North hereby declares the lands known as "7840 Wellington Road 109, Wellington North (formerly the Village of Arthur)" as surplus to the needs of the municipality;

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

PREVIOUS REPORTS PERTINENT TO THIS MATTER

Closed meeting report CLK 2018-020 being a report on a potential sale of land

Report CLK 2018-004 being a report on a potential sale of land Highway 109, Arthur

BACKGROUND

At the January 8, 2018 closed meeting, Council considered an offer to sell the easterly portion of the subject property shown on Schedule A (approximately 1.5 acres).

Staff were directed to enter into negotiations with the purchaser.

An appraisal was prepared by Bill Nelson, Coldwell Bankers, dated April 30, 2018, that values the property at \$150,000.00.

A copy of the Offer of Purchase and Sale is attached to By-law No. 072-18 included in this agenda.

FINANCIAL CONSIDERATIONS

The municipality will realize the purchase amount of \$150,000.00, less legal costs and the cost of the appraisal. Rezoning and surveying are at the expense of the purchaser.

STRATEGIC PLAN

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

- Yes No N/A

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

PREPARED BY:	RECOMMENDED BY:
---------------------	------------------------

Karren Wallace

Michael Givens

KARREN WALLACE DIRECTOR OF LEGISLATIVE SERVICES/CLERK	MICHAEL GIVENS CHIEF ADMINISTRATIVE OFFICER
--	--

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

Scale 1:750
 30 22.5 15 7.5 0 15 30 Metres

SCHEDULE A

METRIC CONVERSION

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

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

PLAN 61R- 034
 RECEIVED AND DEPOSITED

DATE: _____

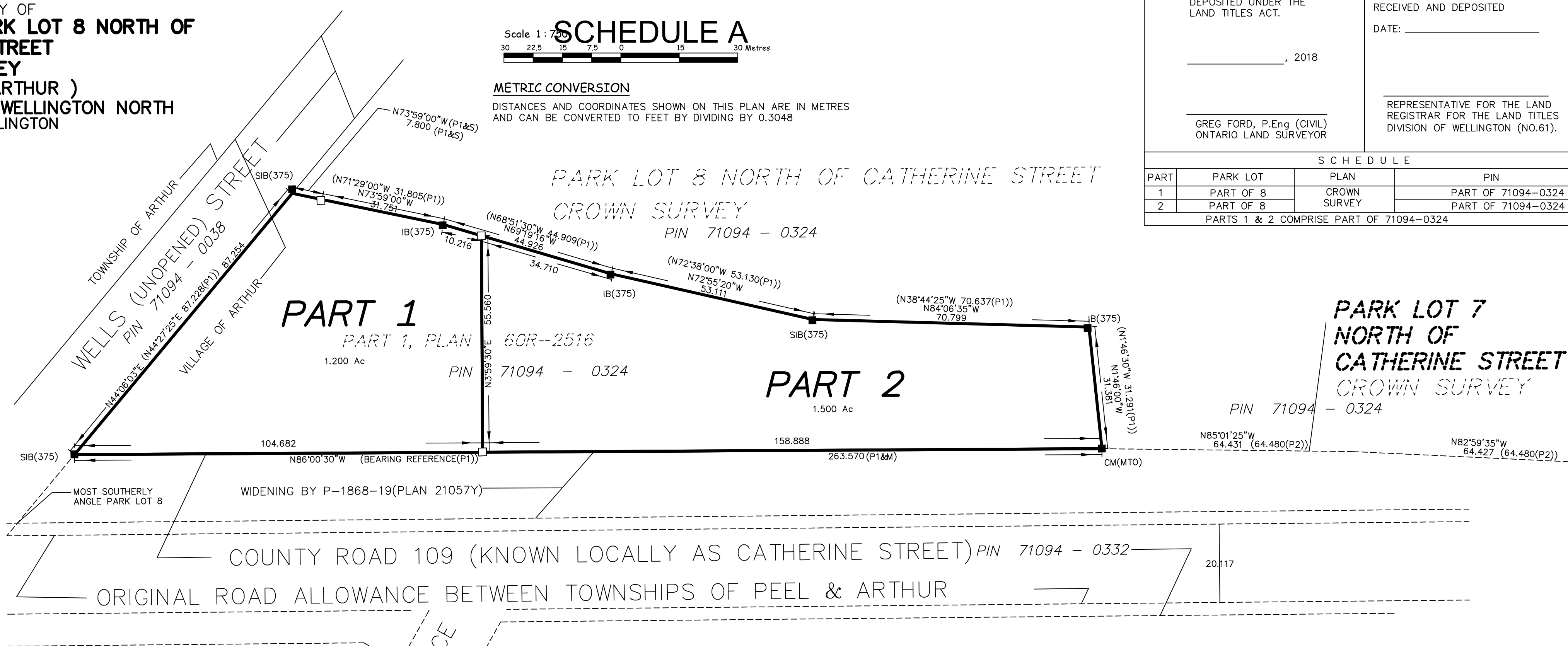
_____, 2018

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

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

SCHEDULE

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



SURVEYOR'S CERTIFICATE

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

DATE

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

BEARING NOTE

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

FOR BEARING COMPARISONS, A ROTATION OF 00°19'40"
 WAS APPLIED TO BEARINGS ON PLAN 60R-2516.

OBSERVED REFERENCE POINTS (ORP'S) DERIVED FROM GPS
 OBSERVATIONS USING THE TOPNET NETWORK (RTN) ,UTM
 ZONE 17, NAD83 (CSRS)(2010)

COORDINATES TO URBAN ACCURACY PER SEC. 12(2)
 OF O. REG. 216/0.

POINT ID	NORTHING	EASTING
ORP (A)	4 853 130.163	535 253.341
ORP (B)	4 853 111.824	535 516.137

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

DISTANCES ON THIS PLAN ARE GROUND AND CAN BE CONVERTED TO
 GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.999_____

LEGEND

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

ALL BEARINGS AND DISTANCES SHOWN HEREON ARE MEASURED UNLESS
 INDICATED OTHERWISE

ORIGINAL ROAD ALLOWANCE
 BETWEEN LOTS 6 & 7

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

519.848.3620
1.866.848.3620 FAX 519.848.3228

035

Plan to
Simply Explore.
www.simplyexplore.ca

**TO: MAYOR AND MEMBERS OF COUNCIL
MEETING OF AUGUST 13, 2018**

**FROM: KARREN WALLACE, DIRECTOR OF LEGISLATIVE
SERVICES/CLERK**

**SUBJECT: REPORT CLK 2018-033 BEING A REPORT ON CONSENT
APPLICATION B78-18 (1879659 ONTARIO LTD)**

RECOMMENDATION

THAT Council of the Township of Wellington North receive CLK Report 2018-033 being a report on Consent Application B78-18 known as Part Lot 3, WOSR, Divisions 3 and 4 (formerly Arthur Township) now the Township of Wellington North;

AND FURTHER THAT the Council of the Township of Wellington North defers consent application B78/18.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

N/A

BACKGROUND

The subject property is known as Part Lot 3, WOSR, Divisions 3 and 4 (formerly Arthur Township) now the Township of Wellington North;

Consent B78/18 is for a proposed irregular shaped severance of 74743.6 square metres with 213.3m frontage, existing and proposed residential use with existing fire tank reservoir and dwelling under construction.

Retained parcel is 35596.7 square metres with 78.1m frontage on Sideroad 2 W and 248.3m frontage on Hwy 6, existing and proposed commercial use with existing shop and storage shed, shown as Schedule "A".

Municipal comments were requested from the Chief Building Official, Director of Operations, Director of Finance, Drainage Superintendent and the County of Wellington Planner.

Wellington County planning comments are attached hereto as Schedule "B". Planning Staff cannot support the application as proposed as the new lot line appears to sever off the fire fighting water tank, the septic bed, and the stormwater management pond from the agricultural commercial property. Planning Staff recommend that the application **be deferred** for this matter to be resolved.

FINANCIAL CONSIDERATIONS

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

STRATEGIC PLAN

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

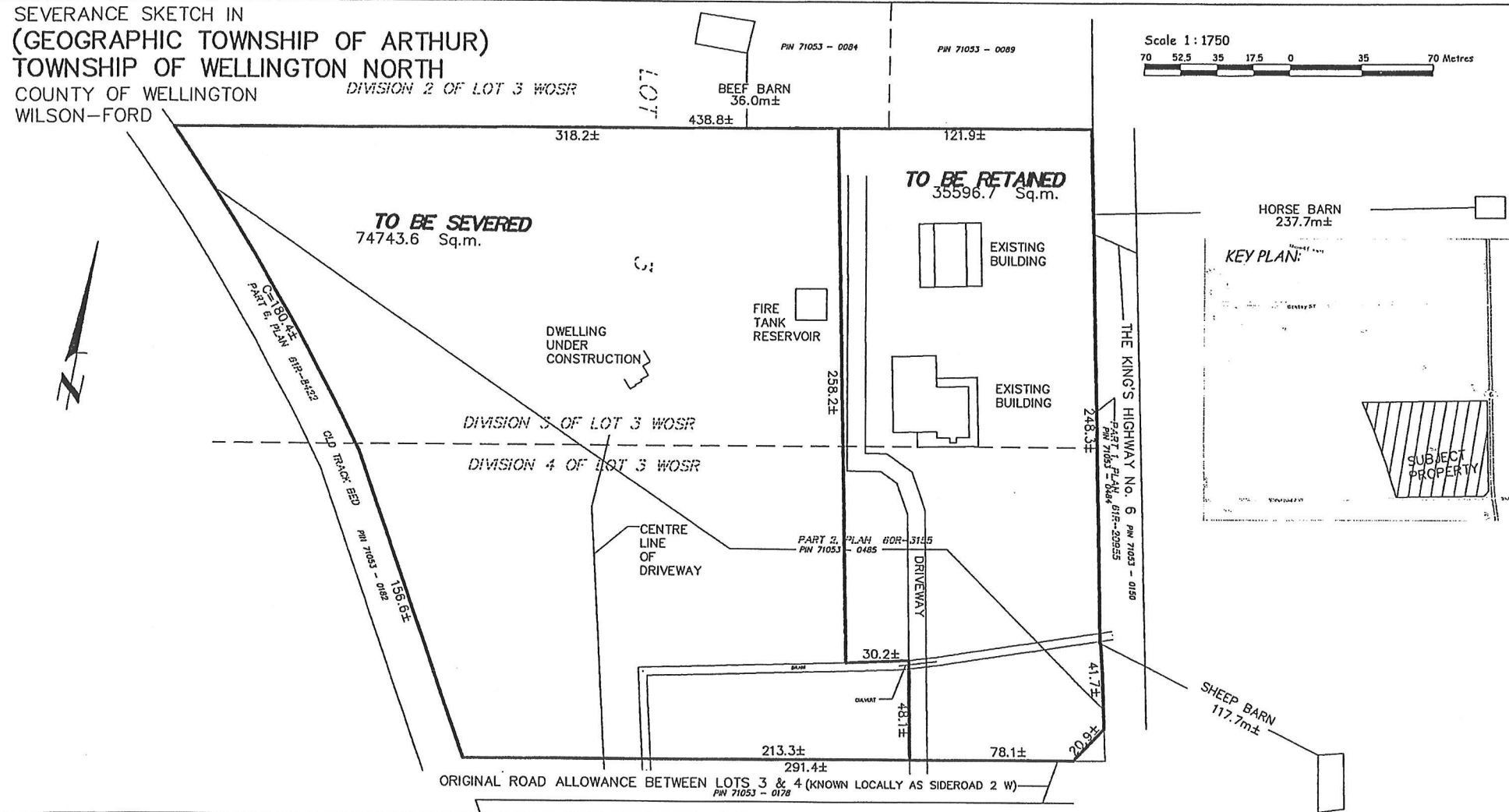
Yes

No

N/A

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

SCHEDULE A



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 2018

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:

DIMENSIONS SHOWN HEREON REPRESENT A COMPILATION OF VARIOUS PLANS AND DEEDS AND DO NOT REFLECT THE RESULTS OF AN ACTUAL CURRENT FIELD SURVEY.

THIS SKETCH WAS PREPARED FOR 1879659 ONTARIO LTD. AND THE UNDERSIGNED ACCEPTS NO RESPONSIBILITY FOR USE BY OTHER PARTIES.

25 MAY, 2018

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

WILSON - FORD

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

PROJECT No. 18-8939 BROADLINE



Application	B78/18
Location	Part Lot 3, Concession WOSR, Div 3 TOWNSHIP OF WELLINGTON NORTH
Applicant/Owner	1879659 Ontario Ltd.

PRELIMINARY PLANNING OPINION: This application effectively separates the 3.6 ha (8.8 ac) Broadline Equipment business (zoned Agricultural Commercial (AC)), from the 7.47 ha (18.5 ac) agricultural/residential portion of the property. This division of the property was proposed and contemplated as part of the rezoning application that was approved for the project in 2015.

Planning Staff cannot support the application as proposed as the new lot line appears to sever off the fire fighting water tank, the septic bed, and the stormwater management pond from the agricultural commercial property. Planning Staff recommend that the application **be deferred** for this matter to be resolved.

PLACES TO GROW: No Issues.

PROVINCIAL POLICY STATEMENT (PPS): The subject property is located within the Prime Agricultural area.

Under section 2.3.1.1 of the PPS, lot creation is permitted for agricultural related uses provided that the new lot will be limited to a minimum size needed to accommodate the use and appropriate sewage and water services.

Minimum Distance Separation (MDS1) was reviewed and satisfied as part of the zoning amendment application in 2015. There are no outstanding MDS matters.

WELLINGTON COUNTY OFFICIAL PLAN: The subject property is designated PRIME AGRICULTURAL and CORE GREENLANDS according to schedule A7 of the Official Plan. The property is also identified as being located within the Mineral Aggregate Resource Overlay as a gravel resource area.

According to section 10.3.1 lot creation in prime agricultural areas will be restricted to the following:

- a) agricultural uses
- b) agricultural-related uses
- c) a residence surplus to a farming operation
- d) lot line adjustments
- e) community service facilities.

New lots for agricultural-related uses should be kept to a minimum size necessary for the use and appropriate water and sewage systems.

The matters under Section 10.1.3 were also considered including items k) "that the size and shape of proposed lots is suitable...", m) "that all new lots shall have logical lot lines..." and h) "that natural heritage features are not affected negatively..."

**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

In regards to items k) and m), the proposed lot line appears to sever off the fire fighting water tank, the septic bed, and the stormwater management pond from the proposed commercial property which is not consistent with policy. The lot line should be relocated and/or the features should be relocated entirely on the proposed commercial lot.

In regards to item h), any comments from the Conservation Authority should be considered as the proposed lot line crosses a drainage ditch.

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

LOCAL ZONING BY-LAW: The subject property is currently zoned Agricultural (A), Agricultural Exception (A-1), Natural Environment (NE) and Agricultural Commercial (AC). The proposed new lot line follows along the existing zoning on the subject lands. The severed and retained lands meet the minimum lot area and frontage requirements of the zoning by-law.

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

A handwritten signature in blue ink that reads "C Marshall".

Curtis Marshall, Senior Planner
August 3rd, 2018



TO: MAYOR AND MEMBERS OF COUNCIL
MEETING OF AUGUST 13, 2018

**FROM: MICHAEL GIVENS, CAO/
DALE CLARK, ROADS SUPERINTENDENT**

**SUBJECT: REPORT CAO 2018-009 - RURAL SCHOOL ZONES SPEED LIMIT
POLICY**

RECOMMENDATION

THAT Report CAO 2018-009 being a report on rural school zones speed limit policy be received for information;

AND FURTHER THAT Council of the Township of Wellington North endorse the draft Rural School Zone Speed Limits policy and direct staff to proceed with implementation of the policy to include meetings with Rural School Officials and Wellington OPP.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

CAO 2018-001 Rural School Zones

PW 2017-023 Concession 4 at Sideroad 3 - Pedestrian/Cyclist Safety

PW 2015-077 Being a Report On Community Safety Zones (CSZ)

PW 2015-053 Being a Report On Speed Limit Signs in Kenilworth along Sideroad 7E and Sideroad 7W

BACKGROUND

At the January meeting of Council the below resolution was passed-

THAT the Council of the Corporation of the Township of Wellington North receive for information Report CAO 2018-001 being a report on rural school zones in the Township of Wellington North;

AND FURTHER THAT staff bring a draft policy for Council's consideration related to speed limits in all school zones in consultation with Wellington County OPP.

Staff prepared a Draft Policy for consideration that is attached to this report (Appendix 1). This policy is draft in nature and is similar to the practices that have been implemented by the County of Wellington on County Roads.

Staff gave thought to the Ontario Traffic Manual Book 5 when developing the policy. Book 5 states speed reductions of more than 20 km/h should be avoided. You can't lower a speed limit on any road more than 20 km/h unless you also post a Maximum Speed Ahead sign.

The focus of this report and the policy are the Rural Schools in the Township.

Public works staff have identified seven (7) rural school areas on Township roads. Reduced speeds and signage have already been implemented in the area of the Kenilworth Public School.

To date the draft policy has not been reviewed with Wellington County OPP.

If Council is supportive of the Draft Policy, staff will engage Rural School Officials and the Wellington County OPP to work towards full implementation. By-law(s) may be required to reduce the speed limits based on the requests from the school officials.

FINANCIAL CONSIDERATIONS

Implementation of any new signage would have current and future maintenance costs associated with it. Signage costs will vary depending on the number and size of the signs.

Proceeding with speed reductions on Township roads will also have signage requirements and staff time associated with implementation.

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

Council has previously endorsed that “Township staff continue to address resident concerns about speed and traffic safety on a case-by-case basis, and in conjunction with the local Ontario Provincial Police Office.”
 This report continues that practice and addresses Council’s January resolution.

PREPARED BY:	RECOMMENDED BY:
---------------------	------------------------

Michael Givens

Michael Givens, CAO

MICHAEL GIVENS CAO DALE CLARK ROADS SUPERINTENDENT	MICHAEL GIVENS CHIEF ADMINISTRATIVE OFFICER
---	--



APPENDIX 1

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

043

Plan to
Simply Explore.

www.simplyexplore.ca

Rural School Zone Speed Limits

DEPARTMENT	OPERATIONS	POLICY NUMBER	XXX
EFFECTIVE DATE	TBD	LEGISLATIVE AUTHORITY	Ontario Traffic Manual, Highway Traffic Act
APPROVED BY:	BY-LAW OR RESOLUTION		

PURPOSE

To establish guidelines for consistent speed limits and signage on Township roadways that provide access to rural schools.

SCOPE

This policy applies to all rural schools located within Township of Wellington North on roads where the Township is the Road Authority.

PRINCIPLES

1. Additional care/caution should be paramount in areas near schools;
2. Consistent application of reduced speed limits in school areas should increase traveler awareness;
3. Safety of township residents and visitors is of primary importance.

POLICY

On Township rural roads where a school is located, signage identifying the School will be installed e.g. School Zone.



Additionally, when requested by school officials, the Township will reduce speed limits on roads that have entrances to rural schools from 80kph to 60kph and post prescribed signage consistent with the Ontario Traffic Manual.

Similar to-



The area where the reduction is to be applied will be determined by the Township Roads Superintendent.



B. M. ROSS AND ASSOCIATES LIMITED

Engineers and Planners

Box 1179, 206 Industrial Drive
 Mount Forest, ON, Canada N0G 2L0
 p. (519) 323-2945 • f. (519) 323-3551
www.bmross.net

File No. 18171

August 8, 2018

Darren Jones, CBO

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

**Re: Mt. Forest Developments Inc.
 Durham Street East Subdivision (Draft Plan 23T-18001)
 15 semi lots (30 semi units)
 Review of Functional Servicing & Stormwater Management Report**

We have completed our technical review of the conceptual grading, drainage/SWM and servicing scheme for the proposed Mt. Forest Developments Inc. subdivision at the southwesterly corner of Durham Street and Church Street in the community of Mount Forest. The Report was prepared by GM BluePlan, dated February 2018, which we received on July 18, 2018. It is our opinion the proposed conceptual road, grading, drainage, and servicing design demonstrates this subdivision can be suitably serviced in accordance with the Township's Municipal Servicing Standards, subject to a review of future detailed engineering submissions that should be included as a condition of Draft Plan approval.

Based on the submitted information and pre-consultation with GM BluePlan in late-2017, we provide the following additional comments for Township and Developer awareness:

- As per consultation with SVCA, this subdivision lies within the overall catchment area of an existing communal stormwater management (SWM) detention pond owned and operated by the Township, that is located north of Irwin Lytle Drive. Therefore, a separate Block in this subdivision for SWM is considered unnecessary.
- However, that SWM facility may need some modifications to provide the desired peak storm discharge rate control, given current overall catchment land uses and the proposed higher density subdivision.
- The surplus capacity of the Church Street storm sewer, which conveys storm runoff to the existing detention pond, will need to be checked.
- To address the foregoing matters, future detailed engineering submissions will need to include calculations to determine what, if any, supplemental controls will be required to address peak runoff rate control. The current conceptual information submitted indicates this is unlikely, but detailed calculations will be required to confirm. Should supplemental measures be necessary, it is our opinion this could likely be achieved by, for example, an

oversized storm sewer (“Superpipe”) buried beneath the roadway and controlled by a downstream orifice.

- The proposed Oil Grit Separator manhole STC, for quality control, may need to be installed at Church Street and sized appropriately to accommodate runoff from all of the subdivision (i.e. to include the lots fronting on Durham Street and Church Street), along with applicable extraneous runoff.
- The extent of rear yard storm sewer, inlet basins, and easements (including possibly an additional side yard drainage or access easement) will need to be more extensive than shown on the submitted conceptual figures, in order to adhere to Township Standards.
- The Township’s normal practice is to require the control of all surface runoff, with conveyance to a suitable outlet(s). The developer will need to demonstrate this is being achieved, in future detailed submissions.
- Servicing will be required on Durham Street and Church Street for the lots that front on those roadways, as well as the installation of sanitary and storm sewer on Durham Street and storm sewer on Church Street (i.e. for private drain/sump pump connections).
- Due to the deeper storm sewer installation that will be required to service the rear yard areas of the subdivision, the shown conceptual sewer design will result in conflicts between sanitary services and the storm sewer, based on the Township’s standard 2.4m minimum sewer and service cover depth. Much of this is expected to be resolvable by further deepening the storm sewer and/or raising the proposed road and sanitary sewer grades. However, some of the sanitary services on Durham Street may have as low as 1.8m of cover, and this may preclude the ability to have gravity servicing of basements for those lots.
- There is some uncertainty about the mid-block size of watermain on Durham Street. The submission indicates daylighting will be completed during the design, to check. It may be necessary to upgrade some of the Durham Street watermain.
- There is sidewalk on Durham Street, and sidewalk is proposed along the new road.
- No phasing is shown. Any phasing should require Township approval.
- The geotechnical report indicates the surficial 1.5 to 2.0m depth of native soil is “loose.” Recommendations are provided to address this condition, including highest founding elevations. Please keep this in mind when reviewing future Building Permit applications.

If you have any questions, please contact us.

Yours very truly

B. M. ROSS AND ASSOCIATES LIMITED

Per



Frank Vanderloo, P. Eng.

FCV:fcv



Quarterly Newsletter of Wellington North Power Inc.

Quarter 2: April 1st to June 30th 2018

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

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Message from the CEO / President

Thank you for taking the time to read this edition of the Wellington North Power Quarterly Newsletter. I also want to thank the Board of Directors for entrusting me to lead Wellington North Power, your community owned Local Distribution Company. I am thrilled to be a part of this organization operating in exciting times filled with opportunity. We will continue to move forward with our plans to restructure through the creation of a holding company enabling us to expand through investment in the private sector. Our goals are to increase revenue to our shareholder, minimize future bill increases through operational efficiencies and to safe guard your local utility. I trust we can continue to count on your support in this dynamic and politically charged business sector.

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

1. Our Commitment

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

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

Our strategic objectives are to:

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

2. 2018 Priorities

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

3. Updates

- At the Annual Shareholder meeting in May, WNP presented a dividend payment to its Shareholders totaling \$47,899. This is the first dividend payment made to WNP’s Shareholders.
- The Directors and Officers of WNP continue to explore:
 - a) Opportunities to generate revenue for the Shareholder;
 - b) Mitigate or minimize future bill increases from electricity rate-payers; and
 - c) Maintain the level of service rate-payers have been used to and expect.
- The energy regulator, the Ontario Energy Board (OEB) released the Summer 2018 Time of Use prices for Residential and Small Businesses. The table below shows the prices and hours to be applied:

TOU Price	Summer period hours May 1 to October 31	TOU prices May 1, 2018 to April 30, 2019	Change
Off-Peak	Weekdays 7pm – 7am. All day weekends and holidays	6.5 ¢/kWh	No change
Mid-Peak	Weekdays 7am – 11am and 5pm – 7pm	9.4 ¢/kWh	Down 0.1 ¢/kWh
On-Peak	Weekdays 11am – 5pm	13.2 ¢/kWh	No change

- Under the “Ontario Fair Hydro Plan Act” and the “Industrial Conservation Initiative” industrial customers are encouraged to reduce their electricity demand. WNP contacted all its eligible industrial customers, explaining the concept and providing detailed data analysis of their energy demand. WNP has achieved 100% participation from its eligible customers for the 2018-2019 program.
- The Debt Retirement Charge was removed from all customers’ bills for energy usage from April 1st 2018 onwards. (This charge was removed from Residential customers’ bills since January 1st 2016.) The Debt Retirement Charge is a per kilowatt-hour (kWh) charge payable on all electricity consumed in Ontario, collected by the Ontario Electricity Financial Corporation to retire the stranded debt and other liabilities as a result of the restructuring of the former Ontario Hydro.
- The Independent Electricity Systems Operator (IESO) has reported WNP achieved 833,281 kWh of energy savings in 2017 – equivalent to taking 93 residential homes off the electricity grid for one year. These energy savings are a result of residential and business customers in our service-area participating in energy-saving programs delivered through WNP’s energy-conservation partner GreenSaver.

4. Scorecard

Wellington North Power Inc. uses a Scorecard as an indicator to measure and monitor monthly performance in the four core areas of:

- a) Financial control - income, revenue and operating expenses;
- b) Reliability and safety - planned and unplanned power outages and events;
- c) Customer Service - telephone answer rate, scheduling of work, new connection rate, billing accuracy;
- d) Conservation - energy savings in our community against a mandated Ministry of Energy set target.

Below is a summary of the key elements of the Scorecard as at (year-to-date):

Indicator	Measure	Variance (YTD/2018 Target)	Notes (Summary of variance: Year-to-Date versus 2018 Plan).
Financial Value	Net Income	+25%	Income for Q2 2018 is 25% above budget (\$39k) predominately due to lower operating expenses.
	Revenue	0%	Revenue for Q2 2018 is marginally above budget by 0.5% (\$6k).
	Expenses	-2%	Total operating expenses for Q2 2018 is 2.6% below budget (\$33k).
Reliability	Power Outages due to WNP	-5%	No major outages reported in latest quarter. 5% below WNP's 5-year average as set by the OEB. [Note: this excludes upstream outages – i.e. outages caused by others that can affect WNP's distribution system.]
Service Quality	Customer Services indices <small>(calls answered, appointments scheduled and completed)</small>	+14%	Services indices targets are set by the energy regulator. WNP is performing ahead for each of the measured service indices in 2018.
Energy Conservation kWh Energy Savings	2015 Energy Savings 2016 Energy Savings 2017 Energy Savings 2018 Energy Savings 2019 Energy Savings 2020 Energy Savings	792,131 kWh 580,997 kWh 833,281 kWh	WNP's "Conservation First Framework" energy savings target is 5,890,000 kWh for the 6-year period of 2015-2020 as set by the Independent Electricity Systems Operator. <i>(5,890,000 kWh of electricity is the equivalent of powering 654 homes a year.)</i> As at the end of 2017, WNP is 34% towards meeting its 6-year target, with savings of approx. 2,206,409 kWh. A contract was signed in January 2016 for GreenSaver to deliver and manage energy conservation for 2016 and onwards on behalf of WNP. Customers have commented on the excellent service offered by GreenSaver.
Legend		Green	On plan / ahead of target
		Amber	Slightly behind plan – to monitor closely
		Red	Behind plan – remedial action required

Note: The "Financial Value" amounts shown are unaudited numbers. Audited 2017 values will be available at in April 2018

5. Major Projects for 2018

Project	Scope
MS3 Substation Replacement	We are replacing the MS3 Municipal Substation in Mount Forest (at the old fairground). The current substation is over 40 years old and showing signs of deterioration. The plan is to demolish the old substation and build a new substation with energization in Q4 of 2018. The budget for this capital investment project is \$1,700,000.
System Access Projects	WNP will continue to work on a number of smaller projects that will facilitate the connection of new customers.
Metering (MIST)	WNP is required to complete the regulatory requirement to upgrade GS>50kW customers to MIST (Metering Inside Settlement Timeframe) meters. This involved the replacement of approximately 36 interval type meters that will be monitored over a cellular network. Switching of meters started in October 2017 and was completed in January 2018.
Smart Meters	WNP's Smart meters are reaching their "seal dates" or theoretical end of life. WNP has developed a plan which will involve a combination of recertification and replacement of meters.

6. Outlook

- a) WNP continues to actively encourage growth and development in our community. This includes meeting with developers to understand electricity servicing requirements as well as participating on the Community Growth Plan Steering Committee.
- b) WNP is presenting a strategic plan status update to the Councillors of the Township of Wellington North in July.
- c) WNP is planning to hire a Manager of Operations in July who will be responsible for day-to-day operations activities as well as infrastructure design, engineering and asset management.
- d) The Affordability Fund Trust (AFT) was launched by the Government in late 2017 with annual funding of \$100 million. This program provides energy efficiency measures and upgrades (LED lights, weather-stripping, and certified energy-efficient appliances) to consumers who are not eligible for other low-income energy conservation programs or are unable to make energy efficient improvements without financial assistance. WNP and its delivery partner, GreenSaver is finalizing a contract to promote and deliver this initiative on behalf of the Government.
- e) In November 2017, the Ontario Energy Board's Decision & Order for all electricity distributors prohibited the disconnection of residential customers for non-payment of account from November 15th 2017 to April 30th 2018. WNP proactively works with customers to manage their account with options including payment arrangements as well as referrals to support programs and social agencies.
- f) WNP continues to promote and assist customers in applying for the Ontario Energy Support Program (OESP) initiative. The OESP program provides financial assistance to eligible low-income households and seniors in our community.

Thank you for taking the time to read the information.

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

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

BY-LAW NUMBER 072-18

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

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

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

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

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

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 13TH DAY OF AUGUST, 2018.**

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

**BY-LAW NUMBER 072-18
SCHEDULE "A"**

**AGREEMENT OF PURCHASE AND SALE
this _____ day of August, 2018 (this "APS").**

BETWEEN:

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

-and-

Ernie Weber and Mary Weber
(the "Purchasers")

WHEREAS the Vendor is the owner, in fee simple, of the lands and premises described in Schedule "A" (the "Township Lands");

AND WHEREAS the Purchasers intend to purchase a portion of the Township Lands as described in Schedule "B" (the "Property");

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

**SECTION I
GENERAL**

1. The Purchasers agree to purchase the Property and the Vendor agrees to sell the Property according to the terms of this APS.
2. In consideration of the agreement referred to in the preceding paragraph, the Purchasers shall pay a total Purchase Price of One Hundred Fifty Thousand Dollars (\$150,000.00) to the Vendor. The Purchase Price shall be paid as follows:
 - (a) Five Thousand Dollars (\$5,000.00) is payable by the Purchasers by certified cheque upon execution of this APS, to be held on an interest free basis by the Solicitor for the Vendor as a deposit pending completion of this transaction on account of the Purchase Price on completion, or if this APS is not completed through no fault of the Purchasers, the deposit shall be returned to the Purchasers; and
 - (b) The balance of the Purchase Price, subject to adjustments, shall be paid to the Vendor on the Completion Date, by certified cheque.

**SECTION II
PURCHASE OF PROPERTY**

3. Irrevocable Date
 - (a) This APS shall be open for acceptance by the Purchasers until the 20th day of July, 2018, and when accepted shall constitute a binding contract of purchase and sale, otherwise the APS shall be null and void and all deposit monies paid shall be returned to the Purchasers without deduction.
4. Deed

- (a) The Vendor agrees to deed or transfer the Property to the Purchasers subject to the terms of this APS.

5. Completion Date

- (a) The closing of this transaction shall take place thirty (30) days from the date of execution of the APS, or such other date as mutually agreed upon (the "Completion Date") at which time possession of the Property in "as is, where is" condition shall be given to the Purchasers other than as provided in this APS. The Vendor acknowledges that it has the right and authority to sell the Property.

6. Council Approval

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

7. Documents, Reports and Information

- (a) The Vendor will produce and deliver to the Purchasers within thirty (30) days of the execution of the APS any documents, reports or information in its possession in respect to the Property. The Purchasers agrees to return all of the above documentation to the Vendor if this transaction is not completed.

**SECTION III
CONDITIONS, REPRESENTATIONS AND WARRANTIES**

8. "As Is" Condition

- (a) The Purchasers acknowledge that they are acquiring the Property in an "as is" condition and that it must satisfy itself within thirty (30) days of the execution of the APS regarding the condition of the Property including, but not limited to, all existing physical conditions of this Property, environmental conditions, fitness for any purpose, suitability for construction, soil bearing capacity for any building proposed, and the availability of municipal services and utilities necessary for the Purchasers' proposed use of the Property. The Purchasers acknowledge that the Vendor shall not be responsible for any physical deficiencies of this Property or for any past, present or future environmental liabilities and hereby waives any claims against the Vendor in respect of any environmental liabilities on this Property. The Purchasers agree to sign a release and indemnity in favour of the Vendor on or before closing with respect to matters set out in the preceding sentence. If the Purchasers are for any reason whatsoever dissatisfied with the Property, it shall deliver written notice to that effect to the Vendor by no later than the time specified herein, and this APS shall be terminated and the deposit shall be returned to the Purchasers without interest or deduction. If the Vendor is notified that the condition of the Property is not satisfactory, then the Purchasers shall, prior to receiving its deposit monies back and prior to being entitled to a full release from the Vendor with respect to this APS, restore the Property to its original condition as it existed prior to such testing or inspection by the Purchasers, at the Purchasers' sole expense. If the Purchasers fail to deliver written notice to the Vendor within the time specified herein regarding this condition, this condition shall be deemed to have been waived by the Purchasers.

9. Investigation by the Purchasers

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

10. Future Use and Obligation to Obtain Approvals

- (a) The Vendor and the Purchaser agree that there is no condition, express or implied, representation or warranty of any kind that the future intended use of the Property by the Purchaser is or will be lawful except as may be specifically stipulated elsewhere in this APS.
- (b) The Purchasers acknowledge that the Property is not currently zoned for residential use and the Purchasers covenant and agree to apply and are responsible for obtaining at their expense all planning approvals necessary to permit construction of a single detached residence and required appurtenances on the Property. The parties further acknowledge and agree the Vendor is an approval authority under the *Planning Act*, R.S.O. 1990 c.P.13 as amended and the Vendor shall exercise its authority in its sole and absolute discretion in accordance with its statutory obligations and this APS shall have no role or impact in making such decisions. In the event the Purchasers are unsuccessful in obtaining the necessary approvals as described in this paragraph, this APS shall be terminated and the deposit shall be returned to the Purchasers without interest or deduction.

11. Development Covenants and Restrictions

- (a) The Property shall be subject to the development covenants and restrictions more particularly set out in Schedule "C" attached to this APS, which shall survive the completion of this transaction and run with the Property. The development covenants and restrictions shall be registered on title by the Vendor and the cost of registration shall be at the expense of the Purchaser. In the event that the said covenants and restrictions are not registered on title to the Property on or before closing, the Purchaser covenants and agrees to consent to the registration of the covenants and restrictions after closing. The Purchaser agrees that it shall not transfer, assign its rights, interests, liabilities and obligations under this APS or to the Property without first ensuring that the proposed assignee or transferee has entered into an assumption agreement in a form satisfactory to the Vendor, acting reasonably, requiring the assignee or transferee to be bound by all of the terms and conditions of this APS. In the event of such assignment, the Purchaser's rights, interests, liabilities and obligations hereunder is released and discharged from any and all liabilities and obligations arising under and pursuant to this APS.

12. Property Not for Resale

- (a) The Purchaser covenants that it is purchasing the Property for the construction of a single detached residence and not for resale purposes.

**SECTION IV
PRIOR TO COMPLETION DATE**

13. Purchaser May Inspect the Property
 - (a) The Purchaser, its agents and contractors shall be permitted to inspect the Property and the buildings as frequently as is reasonably necessary between the date of final execution of this APS and the Completion Date at reasonable times and upon reasonable notice to the Vendor.
14. Insurance
 - (a) Pending closing, the Vendor shall hold all insurance policies and the proceeds thereof in trust for the parties as their interest may appear and in the event of damage to the Property. The Purchaser may elect to either receive the proceeds of the insurance and complete the purchase or to cancel the APS and have all the deposit monies paid to the Vendor returned together with all interest earned thereon without deduction.

**SECTION V
COMPLETING THE TRANSACTION**

15. Deed
 - (a) The Deed or Transfer of the Property will be prepared at the expense of the Vendor in a form acceptable to the solicitors for the Purchaser and the Purchaser will pay all Land Transfer Tax, Harmonized Sales Tax and other costs in connection with the registration of it.
16. Electronic Registration
 - (a) The parties agree that the transaction shall be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, c.L.4 as amended. The parties acknowledge and agree that the delivery and release of documents may, at the discretion of the lawyer: a) not occur contemporaneously with the registration of the transfer/deed and other registerable documentation, and b) be subject to conditions whereby the lawyer receiving documents and/or money will be required to hold them in trust and not release them except in accordance with the terms of a written agreement between the lawyers entered into in the form of the Document Registration Agreement adopted by the Joint LSUC-OBOA Committee on Elective Registration of Title Documents.
17. Survey or Reference Plan
 - (a) The parties acknowledge that a Reference Plan shall be prepared to the satisfaction of the Vendor and registered on title at the cost of the Purchaser and will be used to provide a registrable description of the Property. The Purchasers covenant and agree to accept the reference plan description provided the estimated area of the Property is $\pm 10.0\%$ the estimated area set out in Schedule "B" and such reference plan description and area shall not affect or change the Purchase Price.
18. Letters and Reports from Officials of the Vendor
 - (a) On or before the requisition date, the Vendor agrees to provide to the Purchasers, at the Vendor's expense, letters or reports from the Fire Chief of the Township of Wellington North and the Building and Zoning Department of the Township of Wellington North regarding the status of compliance with all codes, by-laws, rules and regulations with respect to the Property and the buildings located thereon.

19. Examination of Title

- (a) Title to the Property shall be good and marketable and free from all encumbrances except for any service easements or rights-of-way to be reserved in favour of the Vendor and for any easements or rights-of-way registered on title and any minor encroachments shown on the survey or Reference Plan delivered to the Purchaser.
- (b) The Purchaser is allowed thirty (30) days from the execution of the APS to examine the title to the Property. If on or before this date the Purchaser furnishes the Vendor in writing with any valid objections: to the title; to any undisclosed outstanding work orders; to undisclosed non-compliance with the municipal by-laws or covenants and restrictions which run with the land and cannot be resolved before the Completion Date; as to any objection of which the Vendor shall be unable to remedy or correct by the Completion Date and which the Purchaser will not waive, then this APS shall, notwithstanding any intermediate acts or negotiations, be terminated and the deposit shall be returned to the Purchaser without deduction and the Vendor and the Purchaser shall not be liable for any costs, damages, compensation or expenses.

20. Vendor to Discharge all Encumbrances

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

21. Adjustments

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

22. Deliveries by the Vendor To The Purchaser on Closing

- (a) The Vendor covenants and agrees to deliver to the Purchaser on the Completion Date, all such deliveries to be a condition of the Purchaser's obligation to close this transaction, the following:
 - (i) A deed of the Property;
 - (ii) Any survey or reference plan of the Property in the possession of the Vendor;
 - (iii) A Statutory Declaration by an authorized officer of the Vendor stating that accurateness and truthfulness of all of the representations and warranties;
 - (iv) A Statutory Declaration by an authorized officer of the Vendor as to possession of the Property in a form acceptable to the solicitors for the Purchaser;
 - (v) A Statutory Declaration by an authorized officer of the Vendor that it is not now, and upon completion will not be, a "non-resident person"

within the meaning and for the purpose of Section 116 of the Income Tax Act, R.S.C., 1985, c. 1 (5th Supp.) as amended;

- (vi) Certified copies of all appropriate Certificates, By-Laws and other documents of Vendor authorizing the transaction herein; and
- (vii) Such further documentation and assurances as the Purchaser may reasonably require to complete the transaction contemplated by the APS.

23. Harmonized Sales Tax

(a) The parties hereto acknowledge and agree that the transaction contemplated herein is subject to the Harmonized Sales Tax (HST) under the Excise Tax Act, R.S.C., 1985, c. E-15 (the "Act") and that the Purchase Price does not include HST. The Vendor shall provide the Purchaser with its HST Business Number. The Purchaser shall pay to the Vendor any HST imposed under the Act payable in connection with the transfer of the Property to the Purchaser, or as it may direct, unless the Purchaser or its nominee, or its assignee, provides:

- (i) A certificate on or before the Completion Date containing a representation and warranty to the Vendor that:
 - (1) It is registered for the purpose of the HST on the Completion Date and specifying the HST registration number;
 - (2) It will self-assess the HST on its GST/HST return or file the prescribed form pursuant to subsection 228(4) of the Act in connection with the purchase of the Property; and
 - (3) The Property transferred pursuant to this APS is being purchased by the Purchaser, or its nominee or assignee, as principal for its own account and is not being purchased by the Purchaser as agent, trustee or otherwise on behalf of or for another person, and does not constitute a supply of residential complex made to an individual for the purpose of paragraph 221 (2)(b) of the Act.
 - (4) An indemnity, indemnifying and saving harmless the vendor from any HST payable on this transaction and penalty and interest relating to HST; and
 - (5) A notarial true copy of its HST registration confirmation.

**SECTION VI
MISCELLANEOUS**

24. Entire Agreement

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

25. Tender

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

26. Time of Essence

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

27. Planning Act

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

28. Notices

- (a) All notices in this APS shall be in writing and shall be deemed to have been given if delivered by hand or mailed by ordinary mail, postage prepaid, addressed to the solicitor for the person to whom such notice is intended to be given at the following addressed:

Solicitors for the Vendor:

Duncan, Linton LLP
ATTENTION: Patrick J. Kraemer
45 Erb Street West
P. O. Box 457
Waterloo, ON N2J 4B5
Fax: (519) 886-8651

Solicitors for the Purchaser:

Woods, Clemens, Fletcher & Cronin Professional Corporation
9 Memorial Ave.

PO Box 216, Stn. Main
Elmira, ON N3B 2Z6
Fax: (519) 669-5618

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

29. Successors and Assigns

- (a) The Purchaser shall be permitted to assign all of its right, title and interest in and to this APS with the Vendor's written approval which shall not be unreasonably withheld. Subject to the restrictions in the preceding sentence, the Vendor agrees to engross the Transfer/Deed of Land as directed by the Purchase on the completion Date as the Purchaser may elect, and the Vendor agrees to complete the transaction contemplated by this APS on the Completion Date with such assignee or nominee. This APS shall be binding upon the parties hereto and their respective successors and assigns.
- (b) The Purchaser agrees that it shall not transfer, assign its rights, interests, liabilities and obligations under this APS or to the Property without first ensuring that the proposed assignee or transferee has entered into an assumption agreement in a form satisfactory to the Vendor, acting reasonably, requiring the assignee or transferee to be bound by all of the terms and conditions of this APS. In the event of such assignment, the Purchaser's rights, interests, liabilities and obligations hereunder is released and discharged from any and all liabilities and obligations arising under and pursuant to this APS.

30. Schedules

- (a) The following Schedules shall form an integral part of this APS:

- (i) Schedule "A" Description of the Township Lands;
- (ii) Schedule "B" Description of the Property; and
- (iii) Schedule "C" Development Covenants.

31. Acceptance by Fax

- (a) The Purchaser and Vendor acknowledge and agree that the communication of this APS may be transmitted by way of a facsimile machine, and that they agree to accept such signatures and documents to be legal and binding upon them.

32. Non-Merger

- (a) Except as otherwise stated in this APS, the covenants, representations, options and warranties of the parties shall not merge on and shall survive closing on the Completion Date and, notwithstanding such closing, or any investigation made by or on behalf of either party, shall continue in full force and effect. Closing on the Completion Date shall not prejudice any right of either Party against the other Party in respect of anything done or admitted or under any or in respect of any right to damages or other remedies.

33. Counterparts

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

34. Severability

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

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IN WITNESS WHEREOF the parties have executed this APS.

The Corporation of the Township of Wellington North

Andrew Lennox, Mayor

Karren Wallace, Clerk

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

_____ Witness Name:))))))	_____ Ernie Weber
_____ Witness Name:))))))	_____ Mary Weber

SCHEDULE "A"
LEGAL DESCRIPTION OF THE TOWNSHIP LANDS

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

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

PIN: 71094-00324 (LT)

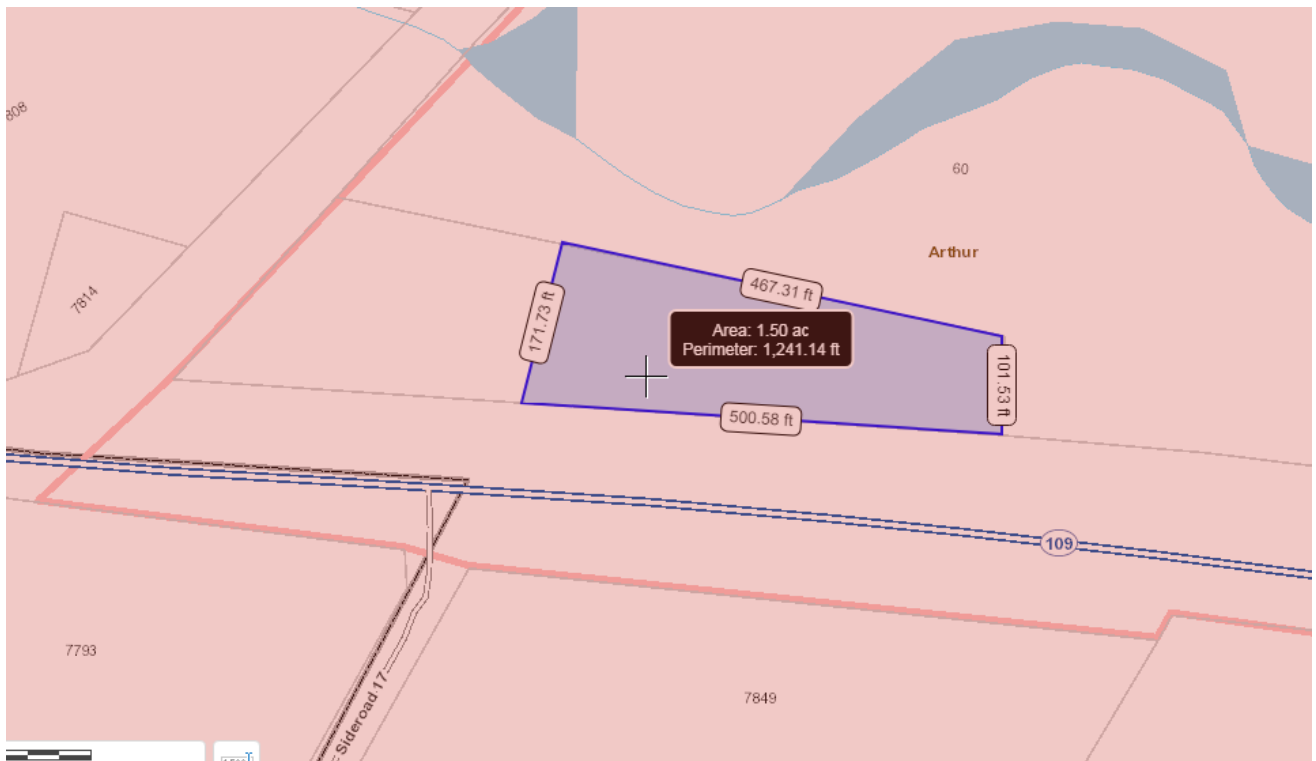
SCHEDULE "B"
LEGAL DESCRIPTION OF THE PROPERTY

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

Part of:

PT PKLTS 6,7,& 8, N/S CATHERINE ST, CROWN SURVEY ARTHUR VILLAGE AS IN RON78827 EXCEPT PTS 1 & 2, 60R2465, PTS 1 & 2, 60R2514, PTS 1 & 2, 60R2590 ; WELLINGTON NORTH; PIN: 71094-00324 (LT),

being the most north easterly corner of the above described property as illustrated below subject to the reference plan described in this APS at paragraph 17(a) above.



**SCHEDULE “C”
DEVELOPMENT COVENANTS**

1. Title Control

- (a) Ernie Weber and Mary Weber, jointly and severally (the “Webers”) covenant and agree that they will not:
- (i) use or occupy any portion of the property described as the north westerly part of PT PKLTS 6,7,& 8, N/S CATHERINE ST, CROWN SURVEY ARTHUR VILLAGE AS IN RON78827 EXCEPT PTS 1 & 2, 60R2465, PTS 1 & 2, 60R2514, PTS 1 & 2, 60R2590 ; WELLINGTON NORTH; PIN: 71094-00324 (LT), with approximate dimensions of 500.58’ by 101.53’ by 467.31’ by 171.73 with an approximate area of 1.50 acres (the “Property”) until it obtains a building permit for a permanent single detached residential building with a minimum building area of one thousand, six hundred square feet;
 - (ii) use or occupy any portion of the Property until it has commenced construction of a permanent single detached residential building on the Property which complies with the permitted uses of the Property’s zoning within one (1) year of the date of closing of this transaction and to substantially complete the construction of the said building in conformity with an approved site plan within eighteen (18) months from the date of the registration of a transfer for the Property from The Corporation of the Township of Wellington North (the “Township”) to the Webers.
- (b) The Webers may not use any portion of the Property beyond the time specified in subclause 1(a)(ii) above, if it has not fully complied with subclause 1(a)(ii) above unless the Webers requests from the Township, in writing, an extension of the time up to a maximum extension period of six (6) months, as the case may be (such extension, the “Extended Time”) upon payment by the Webers to the Township of a performance deposit equal to ten (10%) percent of the purchase price of the Property (the “Performance Deposit”). The Performance Deposit shall be refunded to the Webers, without interest, upon the Webers’ compliance with and completion of the provisions of subclause 1.a) above within the Extended Time. In the event that the Webers fail to complete construction within the Extended Time, then the Township shall, in addition to its other rights and remedies as set out herein or otherwise, be entitled to retain the Performance Deposit as liquidated damages and not as a penalty, in partial or full satisfaction of the Township’s damages, as the case may be.
- (c) If the Webers do not comply with the provisions with subclause 1(a) above within the periods therein specifically set out or within the Extended Time, the Webers, will, at the option of the Township by notice in writing to the Webers, re-convey good title to the Property to the Township, free and clear of all encumbrances, in consideration for payment by the Township to the Webers of 90% of the purchase price paid by the Webers to the Township for the conveyance of the Property in the first instance (the “Discounted Consideration”). The re-conveyance shall be completed within sixty (60) days of the notice set out in this subclause. The Township shall be allowed to deduct from the Discounted Consideration all of its reasonable costs, realty commission and legal fees incurred with respect to the original conveyance of the Property by the Township to the Webers, as well as the costs of the Township in re-acquiring the Property, including without limitation, realty commission, registration costs, land transfer tax, legal

fees and such other costs as reasonably incurred by the Township therefor. The Township shall not be required to pay for any improvements that may have been made, constructed, installed or performed by the Webers on the Property.

- (d) Subject to subclause 1(c) above, the Webers covenants that it will not sell the Property or any part thereof to any person, firm or corporation without first offering, in writing, to sell the Property to the Township for consideration equal to or less than the consideration paid by the Webers to the Township in the original conveyance of the Property less the costs of the Township incurred in re-acquiring the Property, including without limitation, real estate commission, land transfer tax, registration costs, legal fees and such other costs as reasonably incurred by the Township, provided however that the Webers may sell or transfer the Property to a subsidiary or affiliate corporation as defined in the Business Corporations Act, R.S.O. 1990, c.B.16 as amended, provided such subsidiary assumes and confirms its acceptance of the within covenants and restrictions and expressly undertakes in writing to comply with them in such form as the Township may require. The Township shall have ninety (90) days from the receipt of an offer made by the Webers under this subclause, to accept such offer which acceptance shall be in writing. If the Township does not accept an offer to sell made by the Webers under the provisions of this subclause, the Township's right to repurchase the Property so offered shall terminate. However, the remaining provisions of this clause 1 as well as other provisions herein shall continue in full force and effect. The limitation contained in this subclause, will expire upon the Webers fulfilling all of the building requirements as set out in subclauses 1(a) and 1(b) above.

2. Occupation of Building

- (a) If the Webers do not occupy the building within six (6) months after satisfying the provisions of subclauses 1(a) and 1(b) above with respect to the completion of the building, and for so long as the building remains unoccupied, beginning on the first day following the six (6) month period after satisfying the provisions of subclauses 1(a) and 1(b) above, the Webers shall pay to the Township as liquidated damages, quarterly amounts equal to the difference in property tax between what is being paid by the Webers as property tax for the Property when deemed vacant land and what would be paid as property tax by the Webers for the Property if the building was occupied. If any such payment is not duly remitted by the Webers, interest shall be calculated on the balance owing in the same manner and shall be paid at the same rate to the Township as interest is calculated and paid to the Township on unpaid taxes.
- (b) In the event that the Webers or the Webers' lesee may not occupy the building beyond the time subclause 2(a) above, unless the Webers requests, in writing, that the Township extend the time for occupation of the building for a maximum period of 6 months, which request the Township shall review and may approve in its sole and absolute discretion. Additional Extensions can be granted at the option of the Township, upon written request from the Webers prior to the expiry of any prior extensions granted by the Township.

3. Assignment of Covenants

- (a) The Webers acknowledges and agrees that the covenants and restrictions herein shall run with the title to the Property. The Webers., for themselves, their successors, heirs, and assigns in title from time to time of all or any part or parts of the Property will observe and comply with the stipulations, restrictions, and provisions herein set forth (the "Restrictions"), and covenants that nothing shall be erected, fixed, placed or done upon the Property or any part thereof in breach or in violation or contrary to the

Restrictions or the provisions of this Agreement of Purchase and Sale and that the Webers will require every subsequent purchaser or every successor in title to assume and acknowledge the binding effect of this document, as well as, covenant to observe and comply with the Restrictions and other covenants herein, and the surviving provisions of this Agreement of Purchase and Sale.

4. Force Majeure

- (a) If the Webers shall be unable to fulfill, or shall be delayed or restricted in fulfilling any of the obligations set out herein due to any act or neglect of the Township or any of its employees, or due to strikes, walkouts, lockouts, fire, unusual delay by common carriers, or by any other cause beyond the Webers' reasonable control, then the time for fulfilling any such obligations shall be extended for such reasonable time as may be required by the Webers to fulfill such obligation.

5. Right to Waive

- (a) Notwithstanding anything herein contained, the Township and its successors shall have the power by instrument or instruments in writing from time to time to waive, alter or modify the herein covenants and restrictions with respect to their application to any part of the Property without notice to or approval from the Webers or notice to or approval from the owners of any other adjacent or nearby lands.



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

Our Cultural Moment celebrates the Arthur Agricultural Society & Arthur Fall Fair

Curiosity and competitiveness prompted a group of farmers to organize the Arthur Township Agricultural Society in the winter of 1855. In 1856, under the direction of Fair President John Anderson, Wellington County Land Registrar, the first fairs were held in Kenilworth. In 1863 the Fair moved to Arthur Village, across the street from the present Senior's Hall, allowing farmers from West Luther, West Garafraxa and Peel Townships to exhibit.

By 1890, the Fair Board had purchased the Village Common bordered by Tucker, Eliza and Domville Streets and in the early 1920's the Agricultural Hall was constructed at a cost of \$15,000 including the well. This hall, situated where the Curling Club is now, was condemned in 1976 and torn down. The stone Gateposts, using stone from the old United Church Shed, were erected in 1956 and presented by the Ontario Department of Agriculture honouring agricultural pioneers in the community. 1958 saw the grounds reluctantly sold to the Village of Arthur for \$1.00 plus other considerations when the Province of Ontario mandated that the municipality have a Recreation Centre. In 1977, the present arena complex was built and opened.

Considering the ups and downs, the annual Fall Fair, held the weekend after Labour Day, continues to be a presence in the community. Starting 9:00am Wednesday, volunteers set up the hall and grounds and on Thursday night, over 800 people will enjoy a delicious Roast Beef Dinner. The parking lot contains Monster Machines for kids of all ages to inspect. On Friday the hall exhibits are accepted and judged along with a parade downtown and opening ceremonies to finish the day.

Saturday sees the outdoor competitions like the 4-H shows and Welsh Pony show while continuing the indoor commercial exhibits, kid's entertainment and Baby show. At 8:00am the Firemen serve a Pancake Breakfast, at 5:00pm there is a chili cook-off and at 6:00pm "Weiner Dog Derby Races". Sunday at 10:30am the buildings open to review the exhibits along with a Lions Breakfast, Western Horse Show, Sheep Dog Herding & Kids Power Wheels Demo Derby. At 2:45pm there is the crowning of the Fair Ambassador and Quilt raffle. At 4:30pm the buildings close, exhibits are removed and by 8:00pm there is little left to indicate there had been a Fall Fair.

This year the 162nd Arthur Fall Fair runs from September 6th – 9th. There is something for everyone so please come and enjoy!!



Submitted by Robert Macdonald, Wellington North Cultural Roundtable

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

BY-LAW NUMBER 074-18

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 AUGUST 13, 2018.

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 August 13, 2018 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 13TH DAY OF AUGUST, 2018.**

**ANDREW LENNOX,
MAYOR**

**KARREN WALLACE,
CLERK**