

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
AGENDA OF REGULAR COUNCIL MEETING – MARCH 22, 2021 AT 7:00 P.M.
VIA WEB CONFERENCING**

HOW TO JOIN

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

Please click this URL to join. <https://us02web.zoom.us/j/85472521768>

Or join by phone:

Canada: +1 855 703 8985 (Toll Free)

Webinar ID: 854 7252 1768

International numbers available: <https://us02web.zoom.us/j/85472521768>

**PAGE
NUMBER**

CALLING TO ORDER

ADOPTION OF THE AGENDA

Recommendation:

THAT the Agenda for the March 22, 2021 Regular Meeting of Council be accepted and passed.

DISCLOSURE OF PECUNIARY INTEREST

COUNTY COUNCIL UPDATE

Steve O'Neill, Wellington County Councillor, Ward 4

RECESS TO MOVE INTO PUBLIC MEETING

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North recess the March 22, 2021 Regular Meeting of Council for the purpose of holding a Public Meeting under the Planning Act:

- *Garrid and Eden Schlueter, Minor Variance*
- *Kings Court Apartments Inc., Minor Variance*
- *CCR Holdings Wells St Inc., Zoning By-law Amendment*
- *Karen and Michael Drabyk, Zoning By-law Amendment*
- *David, Margaret and Roger McAlister, Zoning By-law Amendment*

RESUME REGULAR MEETING OF COUNCIL

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North resume the March 22, 2021 Regular Meeting of Council at : .

PASSAGE OF BY-LAWS ARISING FROM PUBLIC MEETING

- a. By-law Number 033-21 being a by-law to amend By-law 66-01, being a Zoning By-law for the Township of Wellington North. (Part Lot 33, EOSR, Division 3 & 4 with a civic address of 8593 Highway 6) 001

Recommendation:

THAT By-law Number 033-21 being a by-law to amend By-law 66-01, being a Zoning By-law for the Township of Wellington North be read a First, Second and

Third time and enacted. (Part Lot 33, EOSR, Division 3 & 4 with a civic address of 8593 Highway 6 – Karen and Michael Drabyk)

- b. By-law Number 034-21 being a by-law to amend By-law 66-01, being a Zoning By-law for the Township of Wellington North. (Part Lot 18, Concession 2 with civic address 8737 Line 2, Arthur - David, Margaret and Roger McAlister) 004

Recommendation:

THAT By-law Number 034-21 being a by-law to amend By-law 66-01, being a Zoning By-law for the Township of Wellington North be read a First, Second and Third time and enacted. (Part Lot 18, Concession 2 with civic address 8737 Line 2, Arthur - David, Margaret and Roger McAlister)

ADOPTION OF MINUTES OF COUNCIL AND PUBLIC MEETING

1. Regular Meeting of Council, March 8, 2021 007
2. Public Meeting, March 8, 2021 013

Recommendation:

THAT the minutes of the Regular Meeting of Council and Public Meeting held on March 8, 2021 be adopted as circulated.

BUSINESS ARISING FROM PREVIOUS MEETINGS OF COUNCIL

DEPUTATIONS

- a. Axy Leigh 016
• Coyote Cull

ITEMS FOR CONSIDERATION

1. MINUTES

- a. Mount Forest District Chamber of Commerce
• Regular Meeting, February 9, 2021 017
• February 28, 2021 Financials 021

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Mount Forest District Chamber of Commerce Regular Meeting held on February 9, 2021 and the February 28, 2021 Financials.

- b. Mount Forest Business Improvement Area, March 9, 2021 023

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Mount Forest Business Improvement Area Meeting held on March 9, 2021.

- c. Arthur Chamber of Commerce, Directors Meeting, March 10, 2021 025

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Arthur Chamber of Commerce, Directors Meeting held on March 10, 2021.

2. BUILDING

- a. Report CBO 2021-03 Building Permit Review Period Ending February 28th, 2021 028

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report CBO 2021-03 being the Building Permit Review for the period ending February 28th, 2021.

3. ECONOMIC DEVELOPMENT

- a. Report EDO 2021-009 Electronic Vehicle Charging Stations 030

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report EDO 2021-009 being a report on the Wellington North Electronic Vehicle Charging Stations (EVCO);

AND FURTHER THAT Council approve the extension of the current EVCO partnership agreement with Arntjen Solar for one more year.

AND FURTHER THAT Council authorizes the Mayor and Clerk to sign the By-law to enter into the extension agreement.

- b. Report EDO 2021-010 The Saugeen Economy 2nd Half 2020. 042

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report EDO 2021-010 The Saugeen Economy 2nd Half 2020.

4. FINANCE

- a. Cheque Distribution Report, March 12, 2021 044

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the Cheque Distribution Report dated March 12, 2021.

- b. Report TR2021-007 – Office Equipment Purchase and office space redesign 046

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report TR 2021-007 being a report on the purchase of a new office equipment appliance and office space redesign;

AND FURTHER THAT the Council of the Township of Wellington North approve the purchase of a mail folding / stuffing machine, and office redesign works detailed in this report utilizing Municipal Modernization funds held in reserve to facilitate the purchase.

- c. Report TR2021-008 Being an update report on 2020 Council Remuneration 049

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive for information Report TR 2021-008 being an update report on 2020 Council Remuneration.

- d. Report TR2021-002 Being a report on the 2021 Municipal Insurance Renewal 052

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report TR 2021-002 being a report on the 2021 Municipal Insurance Renewal

AND FURTHER THAT Council endorses the staff recommendation to entertain insurance deductible increases, seek a marketing of the Township's insurance portfolio for the 2022 calendar year, and direct staff to advise the Township's insurance broker of proposed direction for 2021.

5. OPERATIONS

- a. Report OPS 2021-015 being a report on the Township's sewage allocation policy 056

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report OPS 2021-015 being a report on the Township's sewage allocation policy;

AND FURTHER THAT the Mayor and Clerk be authorized to sign the by-law for the sewage allocation policy at a future meeting of Council.

6. ADMINISTRATION

- a. Report CLK 2021-010 Nuisance Coyotes 067

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive for information CLK Report 2021-010 being a report on nuisance coyotes.

7. COUNCIL

- a. Randy Pettapiece, MPP, Perth-Wellington, News Release, Perth-Wellington municipalities to receive nearly \$3 million in additional support 080

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the Randy Pettapiece, MPP, Perth-Wellington, News Release, Perth-Wellington municipalities to receive nearly \$3 million in additional support.

- b. County of Wellington Planning Committee Report, dated March 11, 2021, regarding Comment's the Government's Proposal to Grow the Greenbelt 082

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the County of Wellington Planning Committee Report, dated March 11, 2021, regarding Comment's the Government's Proposal to Grow the Greenbelt.

- c. PIN – The People and Information Network, Media Release dated March 17, 2021, 'Board Leadership – Community Gain' Local nonprofits and charities welcoming new Board Members 098

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the PIN - The People and Information Network, Media Release dated March 17,

2021, 'Board Leadership – Community Gain' Local nonprofits and charities welcoming new Board Members.

IDENTIFICATION OF ITEMS REQUIRING SEPARATE DISCUSSION

ADOPTION OF ALL ITEMS NOT REQUIRING SEPARATE DISCUSSION

Recommendation:

THAT all items listed under Items For Consideration on the March 22, 2021 Council agenda, with the exception of those items identified for separate discussion, be approved and the recommendations therein be adopted:

CONSIDERATION OF ITEMS FOR SEPARATE DISCUSSION AND ADOPTION

NOTICE OF MOTION

COMMUNITY GROUP MEETING PROGRAM REPORT

Councillor Yake (Ward 1):

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

Councillor Burke (Ward 2):

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

Councillor Hern (Ward 3):

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

Councillor McCabe (Ward 4):

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

Mayor Lennox:

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

BY-LAWS

- a. By-law Number 029-21 being a by-law to authorize the sale of real property being Part Lot 32, Conc 1, being Parts 1 and 2, 61R-21920 Township of Wellington North (Arbro Excavating 2001 Ltd., Parcel 1) 100
- b. By-law Number 030-21 being a by-law to authorize the sale of real property being Part Lot 32, Conc 1, being Parts 3 and 4, 61R-21920 Township of Wellington North (Arbro Excavating 2001 Ltd., Parcel 2) 113
- c. By-law Number 031-21 being a by-law to authorize a Sewer Allocation Agreement with 2073022 Ontario Inc. 126
- d. By-law Number 032-21 being a by-law to authorize the extension of an agreement between Arntjen Solar North America Inc. and The Corporation of the Township of Wellington North 132

Recommendation:

THAT By-law Number 029-21, 030-21, 031-21 and 032-21 be read a First, Second and Third time and enacted.

CONFIRMING BY-LAW

133

Recommendation:

THAT By-law Number 035-21 being a By-law to Confirm the Proceedings of the Council of the Corporation of the Township of Wellington North at its Regular Meeting held on March 22, 2021 be read a First, Second and Third time and enacted.

ADJOURNMENT

Recommendation:

THAT the Regular Council meeting of March 22, 2021 be adjourned at ___ : ___ p.m.

MEETINGS, NOTICES, ANNOUNCEMENTS		
Mount Forest Lions Drive Thru BBQ Chicken Dinner Fundraiser	Tuesday March 23 rd , 2021 MF Sports Complex	4:30pm – 6:30pm
Mount Forest Aquatics Ad-Hoc Advisory Committee (via Zoom)	Tuesday, March 30, 2021	7:00 p.m.
Recreation, Parks and Leisure Committee	Tuesday, April 6, 2021	8:30 a.m.
Regular Council Meeting – via video conference	Monday, April 12, 2021	2:00 p.m.
Regular Council Meeting – via video conference	Monday, April 26, 2021	7:00 p.m.

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

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

- Kitchener location – 1-855-656-3748

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

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

BY-LAW NUMBER 033-21

**BEING A BY-LAW TO AMEND BY-LAW 66-01, BEING A ZONING
BY-LAW FOR THE TOWNSHIP OF WELLINGTON NORTH**

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 1 to By-law 66-01 is amended by changing the zoning on lands legally described as Part Lot 33, EOSR, Division 3 & 4 with civic address 8593 Highway 6, Arthur, as shown on Schedule "A" attached to and forming part of this By-law from **Agricultural (A) to Agricultural Exception (A-2)**
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 THIRD TIME THIS 22ND DAY OF MARCH 2021.

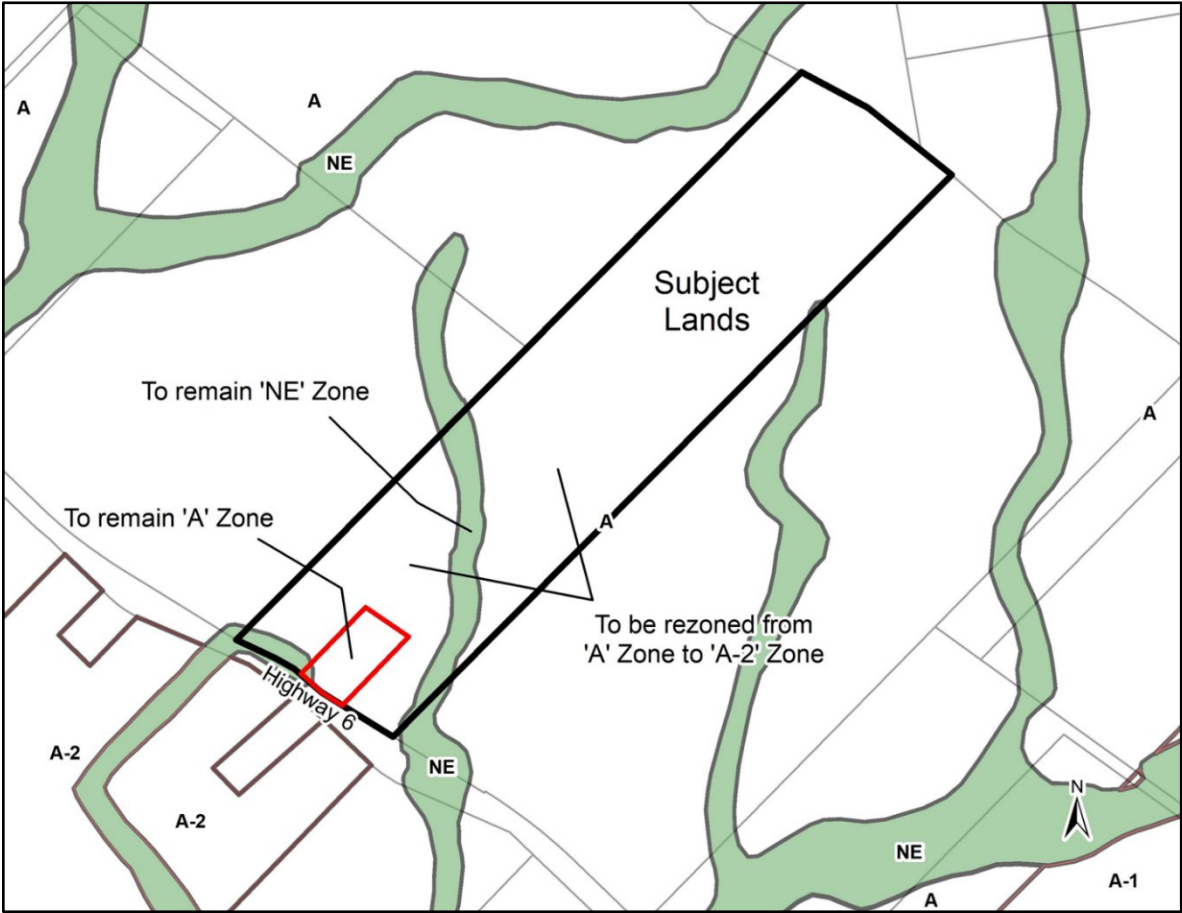
ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NO. 033-21

Schedule "A"



Passed this 22nd day of March 2021.

MAYOR

CLERK

EXPLANATORY NOTE

BY-LAW NUMBER 033-21

THE LOCATION OF THE SUBJECT LANDS

The subject property is legally described as Part Lot 33, EOSR, Division 3 & 4 with a civic address of 8593 Highway 6. The lands subject to the amendment is 39.3 ha (97.1 ac) in size and are currently zoned Agriculture (A).

THE PURPOSE AND EFFECT of the amendment is to rezone the subject lands to restrict future residential development on the retained agricultural parcel. This rezoning is a condition of severance application B97/20, that was granted provisional approval by the Wellington County Land Division Committee. The consent will sever a 1.3 ha (3.2 ac) parcel with an existing dwelling, shop shed and associated services leaving a retained 39.3 ha (97.1 ac) vacant agricultural parcel under the surplus farm dwelling policies.

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

BY-LAW NUMBER 034-21

**BEING A BY-LAW TO AMEND BY-LAW 66-01, BEING A ZONING
BY-LAW FOR THE TOWNSHIP OF WELLINGTON NORTH**

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 1 to By-law 66-01 is amended by changing the zoning on lands legally described as Part Lot 18, Concession 2 with civic address 8737 Line 2, Arthur, as shown on Schedule "A" attached to and forming part of this By-law from **Agricultural (A) to Agricultural Exception (A-2)**
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 THIRD TIME THIS 22ND DAY OF MARCH 2021.

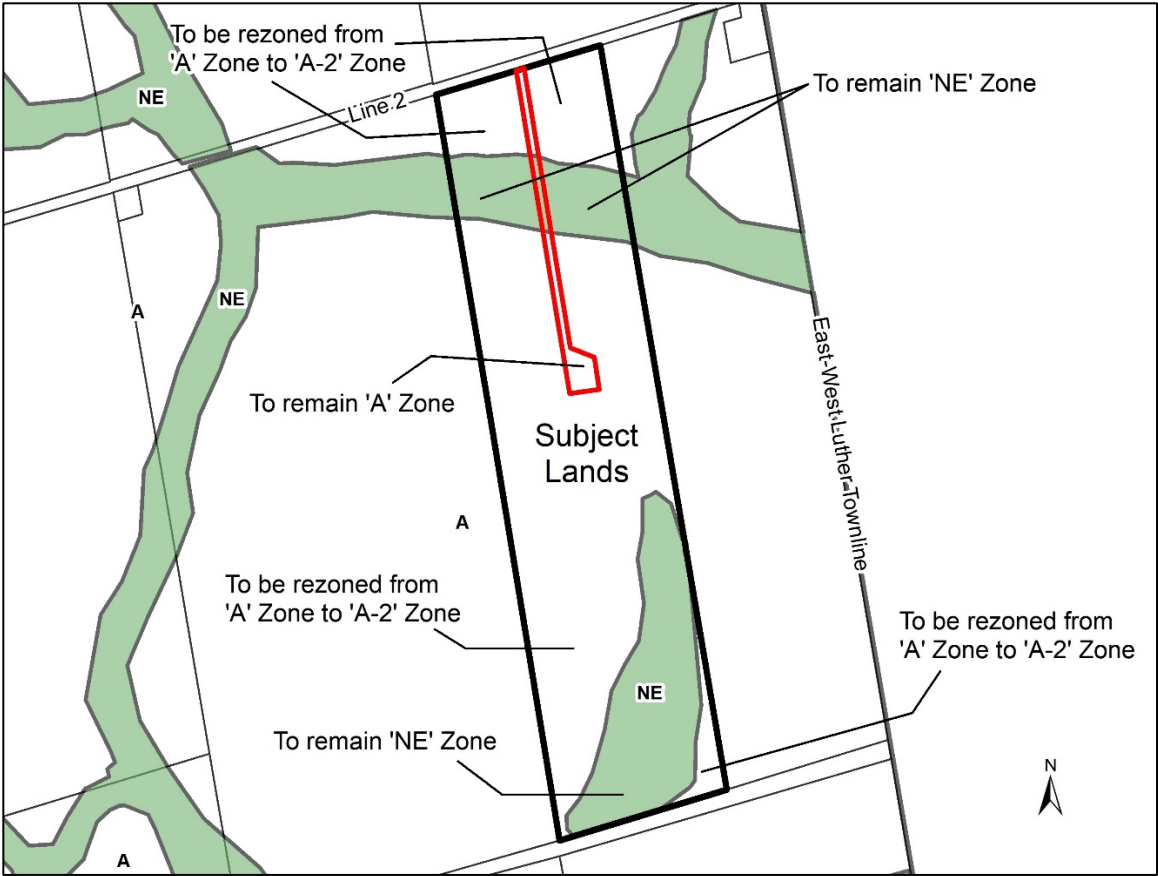
ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NO. 034-21

Schedule "A"



Passed this 22nd day of March 2021.

MAYOR

CLERK

EXPLANATORY NOTE

BY-LAW NUMBER 034-21

THE LOCATION OF THE SUBJECT LANDS

The subject property is legally described as Part Lot 18, Concession 2 with civic address 8737 Line 2, Arthur. The lands subject to the amendment is 40 ha (98.8 ac) in size and are currently zoned Agriculture (A).

THE PURPOSE AND EFFECT of the amendment is to rezone the subject lands to restrict future residential development on the retained agricultural parcel. This rezoning is a condition of severance application B76/20, that was granted provisional approval by the Wellington County Land Division Committee. The consent will sever a 0.8 ha (2 ac) parcel with an existing dwelling and garage leaving a retained 40 ha (98.8 ac) agricultural parcel under the surplus farm dwelling policies. The existing shed on the retained agricultural parcel will remain until the severed lot is sold

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
MINUTES OF REGULAR COUNCIL MEETING – MARCH 8, 2021 AT 2:00 P.M.
VIA WEB CONFERENCING: <https://www.youtube.com/watch?v=G3G1b9vjNic>**

Members Present:

**Acting Mayor:
Councillors:**

**Dan Yake
Sherry Burke
Lisa Hern
Steve McCabe**

Absent:**Mayor:****Andrew Lennox****Staff Present:**

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

CALLING TO ORDER

Acting Mayor Yake called the meeting to order.

Acting Mayor Yake recognized Monday, March 8, 2021 as International Women's Day.

ADOPTION OF THE AGENDA

RESOLUTION: 2021-068

Moved: Councillor Burke

Seconded: Councillor Hern

THAT the Agenda and the Supplementary Agenda for the March 8, 2021 Regular Meeting of Council be accepted and passed.

CARRIED

DECLARATION OF PECUNIARY INTEREST

Acting Mayor Yake declared a pecuniary interest with Item c under the heading of By-law, specifically By-law Number 026-21 being a by-law to authorize the execution of a Development Agreement PKLT 3 S/S Birmingham St PL Town of Mount Forest; Wellington North. PIN: 71066-0029 (LT), LRO 61, and Part Park Lot 3 S/S Wellington St. Plan Town of Mount Forest, as in RON 72223 (Secondly); Wellington North PIN: 71060-0339 (LT), LRO 61 as he and his spouse own property within the development.

RECESS TO MOVE INTO PUBLIC MEETING

RESOLUTION: 2021-069

Moved: Councillor Hern

Seconded: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North recess the March 8, 2021 Regular Meeting of Council for the purpose of holding a Public Meeting under the Planning Act:

- *Brian Black and Vicki Moore, Minor Variance*
- *Housekeeping: Secondary Units, Zoning By-law Amendment*

CARRIED

RESUME REGULAR MEETING OF COUNCIL

RESOLUTION: 2021-070

Moved: Councillor McCabe

Seconded: Councillor Hern

THAT the Council of the Corporation of the Township of Wellington North resume the March 8, 2021 Regular Meeting of Council at 2:21 p.m.

CARRIED

PASSAGE OF BY-LAWS ARISING FROM PUBLIC MEETING

- a. By-law Number 024-20 being a by-law to amend By-law 66-01, being a Zoning By-law for the Township of Wellington North. (Housekeeping: Secondary Units)

RESOLUTION: 2021-071

Moved: Councillor Burke

Seconded: Councillor Hern

THAT By-law Number 024-20 being a by-law to amend By-law 66-01, being a Zoning By-law for the Township of Wellington North be read a First, Second and Third time and enacted. (Housekeeping: Secondary Units)

CARRIED

ADOPTION OF MINUTES OF COUNCIL AND PUBLIC MEETING

1. Regular Meeting of Council, February 22, 2021
2. Public Meeting, February 22, 2021

RESOLUTION: 2021-072

Moved: Councillor Hern

Seconded: Councillor Burke

THAT the minutes of the Regular Meeting of Council and the Public Meeting held on February 22, 2021 be adopted as circulated.

CARRIED

BUSINESS ARISING FROM PREVIOUS MEETINGS OF COUNCIL

1. Notice of Motion brought forward by Councillor McCabe at the February 22, 2021 Regular Council Meeting

RESOLUTION: 2021-073

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT Council of the Corporation of the Township of Wellington North direct staff to prepare a report on a municipal program of hunting nuisance coyotes on private property.

CARRIED

Council directed staff to include options, other than hunting, for dealing with nuisance coyotes, how other municipalities deal with coyotes, the number of livestock claims involving coyotes, and educational information in the report.

IDENTIFICATION OF ITEMS REQUIRING SEPARATE DISCUSSION

1c, 3a, 6a

ADOPTION OF ALL ITEMS NOT REQUIRING SEPARATE DISCUSSION

RESOLUTION: 2021-074

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT all items listed under Items For Consideration on the March 8, 2021 Council agenda, with the exception of those items identified for separate discussion, be approved and the recommendations therein be adopted:

THAT Council of the Corporation of the Township of Wellington North receive the minutes of the Saugeen Valley Conservation Authority Annual Meeting held on January 22, 2021.

THAT Council of the Corporation of the Township of Wellington North receive the Grand River Conservation Authority Summary of the General Membership Annual General Meeting held on February 26, 2021.

THAT Council of the Corporation of the Township of Wellington North receive the minutes of the Recreation, Parks and Leisure Committee meeting held on March 2, 2021.

THAT Council of the Corporation of the Township of Wellington North approve Design #3 from Park N Play for the design and replacement of the Arthur OptiMrs Playground as recommended by the Recreation, Parks and Leisure Committee.

THAT Council of the Corporation of the Township of Wellington North approve design option 4 for the Splash Pad Sponsorship Signage as recommended by the Recreation, Parks and Leisure Committee.

THAT Council of the Corporation of the Township of Wellington North direct staff to proceed with a request for proposal for the design of the Mount Forest Outdoor Pool as recommended by the Recreation, Parks and Leisure Committee.

THAT Council of the Corporation of the Township of Wellington North receive DC Report 2021-005 being a report on Consent Application (Severance) B4-21 known as Part Lots 5 & 6, Wm Colcleugh's Survey in the town of Mount Forest.

AND FURTHER THAT the Council of the Township of Wellington North supports consent application B4-21 as presented with the following conditions:

- THAT the Owner satisfy all the requirements of the local municipality, financial and otherwise (included but not limited to Taxes paid in Full; a Fee of \$130.00 for Township Clearance Letter of conditions — or whatever fee is applicable at the time of clearance under the municipal Fees and Charges by-law) which the Township of Wellington North may deem to be necessary at the time of issuance of the Certificate of Consent for the proper and orderly development of the subject lands; and*
- THAT the Owner satisfy the requirements of the Township of Wellington North in reference to parkland dedication fee be \$1,000/lot or part lot created, in 2020; (or whatever fee is applicable at the time of clearance under the municipal Fees and Charges by-law) as provided for in the Planning Act, R.S.O. 1990;*

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

THAT Council of the Corporation of the Township of Wellington North receive the Planning Report prepared by Matthieu Daoust, Planner, dated February 25, 2021, regarding H. Bye Construction and R.H. Bye, Pt. Park Lot; 4 RP 61R11573 Part 1, Township of Wellington North (Mount Forest), Part Lot Control Exemption Application.

THAT Council of the Corporation of the Township of Wellington North receive the Planning Report prepared by Linda Redmond, Manager of Planning & Environment, dated March 1, 2021, regarding Harvey & Kathryn Martin, 8330 Line 8, Kenilworth, Zoning By-law Amendment (ZBA 2021-01)

THAT Council of the Corporation of the Township of Wellington North receive Report DC 2021-006 being a report on 2574574 Ontario Inc., Development Agreement – Wellington Street East, Mount Forest;

AND FURTHER THAT Council authorizes the Mayor and Clerk to sign the By-law to enter into a Development Agreement with 2574574 Ontario Inc.

THAT Council of the Corporation of the Township of Wellington North receive the Planning Report prepared by Mattieu Daoust, Planner, dated March 8, 2021, regarding Schwindt Building Contractor Ltd., Lot 26, Plan 61M-218, 125 – 127 Sarah Road, Township of Wellington North (Mount Forest), Part Lot Control Exemption Application.

THAT Council of the Corporation of the Township of Wellington North receive the Cheque Distribution Report dated February 26, 2021.

THAT Council of the Corporation of the Township of Wellington North receive Report TR 2021-006 being a report on the contract award for an update to the Township's Asset Management Plan;

AND FURTHER THAT Council award the contract for an update to the Township's Asset Management Plan at a cost of \$61,953 plus applicable taxes to SLBC Inc.

THAT Council of the Corporation of the Township of Wellington North receive the correspondence dated February 17, 2021 from Steve Clark, Minister of Municipal Affairs and Housing regarding consulting on growing the size of the Greenbelt.

THAT Council of the Corporation of the Township of Wellington North receive the Wellington North Power Inc., Quarterly Newsletter – Quarter 4: October 1st to December 31, 2020.

CARRIED

CONSIDERATION OF ITEMS FOR SEPARATE DISCUSSION AND ADOPTION

RESOLUTION: 2021-075

Moved: Councillor Burke

Seconded: Councillor Hern

THAT Council of the Corporation of the Township of Wellington North receive the minutes of the Mount Forest Aquatics Ad-Hoc Advisory Committee meeting held on February 23, 2021.

CARRIED

RESOLUTION: 2021-076

Moved: Councillor Hern

Seconded: Councillor McCabe

THAT Council of the Corporation of the Township of Wellington North receive the Economic Development Officer Wellington North Farmers Market (WNFM) report EDO 2021-008;

AND FURTHER THAT Council approve the WNFM Roles and Responsibilities Agreement with the Victory Church and Community Centre;

AND FURTHER THAT Council direct staff to prepare the necessary temporary road closure permit application for each Saturday from June 19th to Sept. 25th, from 8:30am to noon, for the portion of 320 King St. E at the Fairgrounds entrance in Mount Forest.

CARRIED

RESOLUTION: 2021-077

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT Council of the Corporation of the Township of Wellington North receive Report OPS 2021-014 award for the replacement of the icemaking piping within the floor of the Arthur and Area Community Centre;

AND FURTHER THAT Council award this project to H. Bye Construction at an estimated cost of \$1,078,000 plus applicable taxes;

AND FURTHER THAT Council waive the requirement for a competitive process as detailed within the Township's purchasing and procurement policy.

CARRIED

NOTICE OF MOTION

No notice of motion tabled.

COMMUNITY GROUP MEETING PROGRAM REPORT

Councillor Yake (Ward 1):

- The Louise Marshall Hospital Board Members toured the new emergency area and ambulatory care addition on February 23, 2021. This will be a nice addition to the hospital and the health care needs of the community.

Councillor Burke (Ward 2):

- Mount Forest Aquatic Ad-Hoc Advisory Committee meeting date has been changed to March 30, 2021 to accommodate the Mount Forest Lions Club Chicken Dinner being held on March 23, 2021.

Councillor Hern (Ward 3):

- Thanked Paula Coffey for her efforts with the BIA and working with BM Ross on the Connecting Link Upgrades in Arthur.

Councillor McCabe (Ward 4):

- Saugeen Connects International Women's Day Meeting will be held tonight with guest speaker Dianne Crawford.

BY-LAWS

- a. By-law Number 023-21 being a by-law to exempt lands from Part Lot Control, H. Bye Construction Ltd.
- b. By-law Number 025-21 being a by-law to amend By-law 66-01, being a Zoning By-law for the Township of Wellington North (Part Lot 7, Concession 9, RP 83439102, 8330 Line 8, Kenilworth, Harvey & Kathryn Martin
- c. By-law Number 026-21 being a by-law to authorize the execution of a Development Agreement PKLT 3 S/S Birmingham St PL Town of Mount Forest; Wellington North. PIN: 71066-0029 (LT), LRO 61, and Part Park Lot 3 S/S Wellington St. Plan Town of Mount Forest, as in RON 72223 (Secondly); Wellington North PIN: 71060-0339 (LT), LRO 61
- d. By-law Number 027-21 being a by-law to exempt lands from Part Lot Control, Schwindt Building Contractor Ltd. (125 – 127 Sarah Road)

RESOLUTION: 2021-078

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT By-law Number 023-21, 025-21 and 027-21 be read a First, Second and Third time and enacted.

CARRIED

Acting Mayor Yake removed himself from the meeting as he had previously declared a conflict with By-law 026-01 and Councillor Burke assumed the chair.

RESOLUTION: 2021-079

Moved: Councillor McCabe

Seconded: Councillor Hern

THAT By-law Number 026-21 be read a First, Second and Third time and enacted.

CARRIED

Acting Mayor Yake resumed the chair.

CONFIRMING BY-LAW

RESOLUTION: 2021-080

Moved: Councillor Hern

Seconded: Councillor Burke

THAT By-law Number 028-21 being a By-law to Confirm the Proceedings of the Council of the Corporation of the Township of Wellington North at its Regular Meeting held on March 8, 2021 be read a First, Second and Third time and enacted.

CARRIED

ADJOURNMENT

RESOLUTION: 2021-081

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT the Regular Council meeting of March 8, 2021 be adjourned at 2:54 p.m.

CARRIED

CLERK

MAYOR

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
PUBLIC MEETING MINUTES – MARCH 8, 2021 @ 2:00 P.M.
VIA WEB CONFERENCING: <https://www.youtube.com/watch?v=G3G1b9vjNic>

Members Present:

Acting Mayor: Dan Yake
Councillors: Sherry Burke
 Lisa Hern
 Steve McCabe

Absent:

Mayor: Andrew Lennox

Staff Present:

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

CALLING TO ORDER - Mayor Lennox

Acting Mayor Dan Yake called the meeting to order.

DISCLOSURE OF PECUNIARY INTEREST

No pecuniary interest disclosed.

OWNERS/APPLICANT

Township of Wellington North

LOCATION OF THE SUBJECT LAND

The proposed amendment affects all lands in the Township of Wellington North.

PURPOSE AND EFFECT OF THE APPLICATION

The purpose and effect of the Township initiated amendment to the Comprehensive Zoning By-law is to introduce regulations to permit additional dwelling units to be located within a principal dwelling and/or within an accessory structure that is located on the same lot as a principal dwelling. These changes are being proposed in response to Provincial legislation, Bill 108 – More Homes, More Choice Act, 2019. This legislation requires that municipalities allow opportunities for additional dwelling units as of right.

NOTICE

Notice was posted in the February 11, 2021 edition of the Wellington Advertiser and mailed to the applicable agencies on February 4, 2021.

PRESENTATIONS

- Linda Redmond, Manager of Planning & Environment, County of Wellington, Township of Wellington North
 - Planning Report dated March 2, 2021

PLANNING SUMMARY

The following is a Public Meeting report to provide the Township with an overview the Township initiated proposed amendment to the zoning by-law to introduce additional dwelling units. The purpose of the proposed amendment is to implement Provincial Legislation to permit additional dwelling units to be located within a principal dwelling or within an accessory structure. This report provides our preliminary comments on the proposed amendment to the zoning by-law, while providing an opportunity for further discussion and comments through the public meeting process.

POLICY BACKGROUND

Planning Act

The Planning Act directs municipalities to create Official Plan policies to authorize the use of two residential units in single, semi-detached and townhouse dwellings; as well as the use of a residential unit in a building or structure accessory to a single, semi-detached or townhouse dwelling. It is intended that these changes will expand the options municipalities have for providing a range of housing in their communities.

The Planning Act removes the ability of the Public to appeal a zoning by-law amendment that implements second dwelling unit regulations. The removal of appeal rights was intended to provide municipalities with increased ability to establish second residential units and to support municipalities in their affordable housing initiatives.

Provincial Policy Statement, 2020

The Provincial Policy Statement (PPS), requires municipalities to manage and direct land use to achieve efficient and resilient development. Planning authorities shall provide for an appropriate range and mix of housing options and densities to meet projected market-based and affordable housing needs of current and future residents of the regional market area [in part] by: “permitting and facilitating all types of residential intensification, including additional residential units, and redevelopment”.

County Official Plan

The County of Wellington adopted provisions in November 2020 to establish policies that would allow additional units (up to three) in detached, semi-detached, and townhouse dwellings as well as in ancillary/accessory structures as introduced through Bill 108 – More Homes, More Choice Act, 2019. County Official Plan amendment 112 includes a total of 3 residential units to be permitted on properties that contain a single detached, semi-detached or townhouse dwelling or within a structure ancillary to the aforementioned dwelling types.

General Background

Planning Staff met with municipal building staff from Wellington North, Minto and Mapleton on October 16, 2019 to develop a work plan for implanting additional dwelling unit policies. The following section will discuss a number of areas discussed at the meeting. Introducing additional dwelling unit regulations into the zoning by-law will permit additional units as a right for applicable zones which would negate the need for any planning approval or other approval of Council to permit the use. The applicant would be required to obtain a building permit and would be subject to meeting the zoning regulations established for additional dwelling units.

Water and Sewage Capacity

Water and sewage capacity can vary as these services near capacity, development increases, and services undergo upgrades. A regulation is proposed in the amending zoning by-law to reflect this dynamic system with respect to additional dwelling units and to ensure the additional dwelling unit can be serviced:

Additional Dwelling Unit (Attached/Detached) shall be permitted subject to the satisfaction of the Township, that the water and sewer service is capable of accommodating the Additional Dwelling Unit, or that the lot can accommodate an on-site sewage system and private well to the satisfaction of the Township.

Development Charges

Recent changes to the Development Charges Act have exempted Additional Residential Units from development charges, subject to specific criteria, contained in O. Reg 82/93 under the Development Charges Act. The Development Charges Act allows for the creation of up to 2 additional dwelling units in an existing residential building without charge, including an additional dwelling unit in new residential construction. In most cases additional dwelling units will be exempt from County of Wellington and Town/Township Development Charges with the exception of where the additional dwelling unit is a structure detached from the main dwelling unit. In this case, full development charges will apply.

Parking

The proposed parking requirement for an Additional Dwelling Unit is as follows:

An Additional Dwelling Unit (Attached/Detached) shall have one parking space that is provide and maintained for the sole use of the occupant of the Additional Dwelling Unit. A parking space that is provided and maintained for the sole use of the occupant of an Additional Dwelling Unit may be a tandem parking space.

Draft Zoning By-law:

Planning Staff have prepared a draft amending by-law to introduce regulations for additional dwelling unit. The draft by-law is attached to this report for public viewing and Council's consideration.

CORRESPONDENCE FOR COUNCIL'S REVIEW

- Brandi Walter, Environmental Planning Coordinator, Saugeen Conservation
 - Letter dated March 1, 2021 (No Objection)
- Laura Warner, Resource Planner, Grand River Conservation Authority
 - Letter dated March 2, 2021 (No Objection)

REQUEST FOR NOTICE OF DECISION

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

MAYOR OPENS FLOOR FOR ANY COMMENTS/QUESTIONS

There were no comments or questions.

COMMENTS/QUESTIONS FROM COUNCIL

Michael Givens, CAO, commented that Councillor Yake, Dale Small, EDO attended a meeting where a major employer in the community questioned what is being done to introduce more attainable housing within the community. This proposal will be a tool to allow another form of housing in our community.

ADJOURNMENT

RESOLUTION: 003-2021

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT the Public Meeting of March 8, 2021 be adjourned at 2:20 pm.

CARRIED

CLERK

MAYOR



WELLINGTON NORTH
SEMPER PORRO

Deputation Request Form

Name of Deputation(s): Axy Leighl

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

Name of Group/Organization/Business

Contact Information

Mail: RR3 Ayton, N0G 1C0

Email:

Telephone:

Type of Meeting

Council OR Committee (includes ad hoc)

Date of Meeting March 22

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

Coyote Cull

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

I'd like TWN to adopt a strategy emphasizing educating residents about how to live with wildlife

Estimated Financial Impact to municipality:

Capital unknown **Annual Operating** unknown

SIGNATURE: (electronic signature accepted)

DocuSigned by:

D10E1BB6E34E401...

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

V. Approval of Minutes From August Meeting

Shawn to motion

Matt seconded the motion

Everyone in favour

**VI. Treasurer's Report/Monthly Cheque Log Review and Approval
December 2020 and January 2021**

Question on December Participation of Event \$400? Stacey will look into.

Sharon to help discuss, working on budget. Hold over financials to next month.

Crystal to motion

Krista seconded the motion

Everyone in favour

VII. Open Issues**a) Office Operations - Stacey**

Summer student grant was submitted.

Parking sign on hold until stay at home order, parking is ok. Still issues with shovelling, icy but staying on top of with Reids. No tenant issues. Exterior lights fixed. All gift cards for Lockdown love Contest-\$100.

Stacey will send cheques directly to Arthur non-members of WN. What about fees for non-members? Processing fees or Arthur member- needs to be a conversation with Arthur Chamber. Krista will reach out to Callee for some background. Is there an understanding with the Chamber that we are unaware of? How are we going to deal with Fees and tracking with Arthur. Township put up \$1,000 to help towards expenses. Stacey to gather some information with financial and time needed.

b) Social Media Update – Corbin

Good month for January, has not been able to send out intro to board. Love lockdown challenge, really good for January response over 17 people with full write ups, this Friday is last day (Feb 12) pushing shop local, shop WN

Virtual map of local restaurants. Big ideas for spring/summer to have social media engagement with Instagram features.

Still needs bios for website. Stacey has link for Wightmas for March, Corbin to promote on social media with screenshots.

Stacey- Downtown Mount Forest, wants to work together, provided schedule of events for 2021 to coordinate. Gold Bike again this year.

Matt-does Corbin have a library of photos, access to that? Reach out to archive, photos are from Stacey/Corbin. Photos of the town.

Crystal-old MF Guides in office that can be used for historical social media posts.

c) Fireworks Festival-Sharon (nothing to update)

d) **Grants/COVID-19-Krista**

Wage subsidy 1-5 submitted, not needed again for a few months. Still has work for CRA access, working through. Stacey is working on documenting for future.

Ontario Chamber network update regarding provincial updates-Stacey to send out to members. What can we do to promote businesses when lockdown is lifted (25% capacity) Stacey to include board on email.

e) **Special AGM for proposed bylaw amendments**

Still have to decide on dates, encourage participation on quorum. Sharon has amendments to bylaws. Will hold over again.

f) **Slack-Strategy**

Some user issues, free trial ending in March. Free version clears out history after 10K messages. Not able to access documents, Kelly doesn't have google email, trying to figure it out. Krista will send out by email, Michelle suggested just picking. Krista will assign. Will use for conversations and attachments by email.

Strategies-Krista is looking into previous Strategy plan, Sharon is going to find.

1. Digitization -Matt/Corbin
2. Membership relevance- Crystal

Krista will share and would like board to join sub-committees.

VIII. New Business

a) **Crystal-Community News**

Crystal Seifried, Sales Representative for the Wellington Advertiser & North Wellington Community News, presented information regarding the new North Wellington Community News.

In January 2020 the Community News which was already delivered in Mapleton and Minto became the North Wellington Community news, now covering Wellington North as well. (It was paused due to Covid in March but started again in October 2020)

This is a free weekly publication delivered to the front doors of businesses and residents. She invited board members who may be on other local committees to submit events & local news stories. The coverage area of this paper is great for local business who draw from a similar area.

b) **COVID-19 Mobile App**

Krista spoke with them-contact tracing, provide screening, they do not currently have a lot of up take in Ontario but starting to participate. Chambers can apply for grant and offer for free or low cost. Need more details, do we want to pursue? Do we look into it? Krista saw a Demo not sure it's the best option but will inquire more.

Roundtable

Michelle, Stacey, Kelly, Lisa, Corbin nothing

Matt-budget gather on streamlining technology, Chromebooks. Still need to see what Sharon has with the budget.

Shawn-grant program, Corbin has been sharing-Guide-this is normally the time we start planning. Awards-June possibly

Crystal-Treasurer, need to understand financials before we have a treasurer. Schedule of events and try to get back on track. Stacey to gather information, co-ordinate with Downtown Mount Forest, Corbin social media for a master list of events.

IX. Adjournment

Meeting adjourned at 8:22pm, February 9, 2021.

Mount Forest District Chamber of Commerce
Balance Sheet As at Feb 28, 2021

021

ASSET

Current Assets		
Petty Cash	100.00	
Petty Cash OTF Community Ac...	0.00	
Cash Float - Fireworks Festival	0.00	
Shop WN Clearing	0.00	
Chequing Bank Account	47,550.88	
OTF Community Account	53,674.79	
Total Cash		101,325.67
Accounts Receivable	2,463.24	
Allowance for Doubtful Accounts	610.90	
Due from OTF Community Anim...	0.00	
Total Receivable		3,074.14
Prepaid Entertainment		7,995.00
Total Current Assets		112,394.81
Capital Assets		
Office Furniture & Equipment		1,349.00
Computer Equipment		0.00
Building		338,820.60
Land		125,000.00
Total Capital Assets		465,169.60
TOTAL ASSET		577,564.41

LIABILITY

Current Liabilities		
Accounts Payable		20,032.37
BMO Mastercard 8295		0.00
Pre-Paid Rent - Unit A		1,043.95
Pre-Paid Rent - Unit C		728.00
Pre-Paid Rent - Unit D		750.00
CEBA Loan Payable		40,000.00
Vacation payable	-28.57	
Vacation Pay Clearing	28.57	
Total Vacation Payable		0.00
EI Payable	101.33	
CPP Payable	232.56	
Federal Income Tax Payable	181.91	
Total Receiver General		515.80
GST Charged on Sales	377.81	
GST Paid on Purchases	-441.50	
GST Adjustments	-169.76	
GST Owing (Refund)		-233.45
Deposits - Festival		3,900.00
Total Current Liabilities		66,736.67
Long Term Liabilities		
Mortgage Payable		237,036.48
Total Long Term Liabilities		237,036.48
TOTAL LIABILITY		303,773.15

EQUITY

Retained Earnings		
Retained Earnings - Previous Year		151,058.03
Investment in Capital Assets		56,641.58
Unrestricted Net Assets		55,413.39
Current Earnings		10,678.26
Total Retained Earnings		273,791.26

Mount Forest District Chamber of Commerce
Balance Sheet As at Feb 28, 2021

022

TOTAL EQUITY	<u>273,791.26</u>
LIABILITIES AND EQUITY	<u><u>577,564.41</u></u>



**MOUNT FOREST BUSINESS IMPROVEMENT AREA
MEETING MINUTES MARCH 9TH, 2021 @ 8:00 AM, VIA ZOOM**

BOARD MEMBERS PRESENT: Andrew Coburn; President
Murray Townsend; Treasurer
Dwight Benson
Bill Nelson
Jessica McFarlane
Peter Mohr (joined in progress)
Sherry Burke; Councillor

BOARD MEMBERS ABSENT: Kayla Morton; Secretary

OTHERS: Dale Small- Economic Development Officer

WELCOME AND ADOPTION OF MINUTES

Chair Andrew called the meeting to order at 8:03am. Minutes from previous meeting were circulated by Chair Andrew on February 12th and received by council on February 22nd.

ADOPTION OF AGENDA

Moved by Bill Nelson and seconded by Murray Townsend to approve the agenda as circulated. **CARRIED**

AGENDA ITEMS

- **Signage/Window Clings for Empty Storefronts**
- **Pedestrian Crossing between BMO and BNS**
- **BMO Hardscape update**
- **Bracket on WNP poles**

Signage/Window Clings: Moved by Bill Nelson and second by Jessica McFarlane that the BIA move forward with the purchase of signage/window clings for vacant windows.

Discussion included the desire to purchase four of the large and four of the smaller size. The BIA logo needs to be put on the signs/window clings and they should be reusable. There should also be enough space left in the window for realtor information. #growwellingtonnorth should be replaced with a new Mount Forest specific slogan/hashtag which Jessica agreed to come up with and share with the committee. **CARRIED**

Pedestrian Crossing between BMO and BNS: Moved by Dwight Benson and second by Jessica McFarlane that Bill Nelson draft a proposal for review and decision at the next BIA Directors Meeting.

Discussion included the need to complete the proposal utilizing the guidelines provided by the Township of Wellington North. Councillor Burke has already advised council to expect a proposal from the BIA and Bill advised that he would also reach-out to the Chamber of Commerce for their support and comments. Discussion on cost sharing etc. is premature at this time but will be discussed later. **CARRIED**

BMO Hardscape update: Moved by Bill Nelson and second by Peter Mohr that the BIA approve in principle the high-level design shared as part of the meeting agenda and that the BIA engage Kaleb Reeves of Reevesapes to prepare a detailed design and cost proposal.

Discussion included the desire for this to be a low maintenance location and that the surface should be a mix of concrete and River Stone. Once the BIA has received the design and cost estimate the next steps will be to present the proposal to BMO for their concurrence. **CARRIED**

Bracket on WNP poles: Moved by Andrew and seconded by Murray Townsend to approve the cost associated with the strapping for the brackets on the poles as recommended by Kayla based on her discussions with Jim Klujber at Wellington North Power. **CARRIED**

Next Meeting was scheduled for Tuesday April 13th @ 8:00am via ZOOM.

- Dale to distribute ZOOM link
- Andrew to distribute agenda by April 6th as a reminder to Board Members.

Motion made to close the meeting at 9:10am.



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

**Directors Meeting Minutes
March 10, 2021**

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

Jacklyn called the meeting to order @ 5:31 pm and welcomed everyone for coming

Approval of previous months minutes:

-Minutes approved by Tom and seconded by Bonnie

Committee Reports:

1. Economic Development Report – Dale Small

- Thank you for your participation in the #lockdown love contest. The contest went well and the winners have received their gift cards
- Saugeen Connects ran their International Woman's Day webinar
- The student start-up program is going to run again this year. It is for students grade 6-8 and allows these students a grant of up to \$500 towards launching their own entrepreneurial business.
- WN is looking into a Shop Local App which would run on a points system. The annual fee for this app is from \$3600.00 up to \$7200.00. WN is looking for possible partners from possibly Saugeen Connects or the County. There would be no cost to the Chamber but would appreciate the support of the Chamber to get businesses enrolled.
- The Township is seeking feedback to see if covered buggy stations would be well received in Arthur. It would be located behind the TD Bank/Post Office. The Chamber Directors feel this would be a great idea and would like to have signage on the main road indicating where these buggy stations are located.
- A business recovery survey will be released soon

2. Council Report – Councillor Lisa Hern

- More home = More choices – This will allow more rental spaces and help with the very real shortage we have in our area
- The Arthur arena's ice is out which will allow for repairs to begin. Over 1 million dollars will be put into the arena for much-needed repairs. These Renos will be started right away and are being completed by local contractors.
- Council signed a letter of support for rural fiber internet
- Wellington County roads masterplan is up for discussion – If the Chamber had an official comment Lisa could get it added to the discussion, but she needs to know ASAP

Membership Builds Our Community as a Place to Work, Play and Live

-There will be a public meeting held on March 22nd regarding the Cannabis growing facility that is proposed on Wells St.

Business arising from the previous meeting:

- Jacklyn has applied for 2 grants
 1. Flower beds in front of new service group sign
 2. Funding for community events, business promotion, and advertising
- Easter Egg Hunt Update
 - Eggs currently being decorated by the schools
 - Location for eggs have been decided
 - Goodie bags are made up
 - Email to businesses for donations has been emailed
 - FB Page is now active for the event
 - The Fair ambassador will be taking pics of herself with the eggs to promote the event

New business:

- Jacklyn asked the directors to consider new ways on how to bring more income into the Chamber.
- Arthur Public School has reached out to us about possibly working with them to make a coupon book to support our local businesses. Dale mentioned we should reach out to the Mount Forest Lions as they did a coupon book last summer and it was very successful. Jacklyn will reach out to them.
- Hanging Baskets – Discuss with the BIA to see if they would like to take these baskets on as far as payment, but the Chamber can continue to order and make arrangements for them each year.
- Christmas Tree at the Cenotaph – Jacklyn will reach out to Sheila regarding when it will be coming down and what needs to be done.
- Faye has spoken with Rebecca from Twin Gables and the hanging baskets have been started

Presidents Report – Tom

- Tom wished all the ladies in the meeting – Happy International Woman’s Day that had just passed
- Tom noted that we may want to consider a strong independent businesswoman to be a speaker or to be highlighted at our AGM meeting
 - Tom has been chatting with the new President of the Mount Forest Chamber and will set up a joint meeting soon

Correspondence:

-None

Financial Statements:

Provided by Be Sure Financial -Jan 1, 2021- March 1, 2021

Administrators Report:

Eclectica...the Gift Store – Closing June or July – Mitch has sold the building
Sterre Gift Shop and Café – Will be opening mid-June

Meeting Outline for 2021

April 14, 2021

May 12, 2021

June 9, 2021

July -TBD

August- TBD

September 8, 2021

October 13, 2021

November 10, 2021

December 8, 2021

Chamber AGM

October 21, 2021



WELLINGTON NORTH

SEMPER PORRO

Staff Report

To: Mayor and Members of Council, Meeting of March 22, 2021
From: Darren Jones, Chief Building Official
Subject: CBO 2021-03 Building Permit Review Period Ending February 28th, 2021

RECOMMENDATION

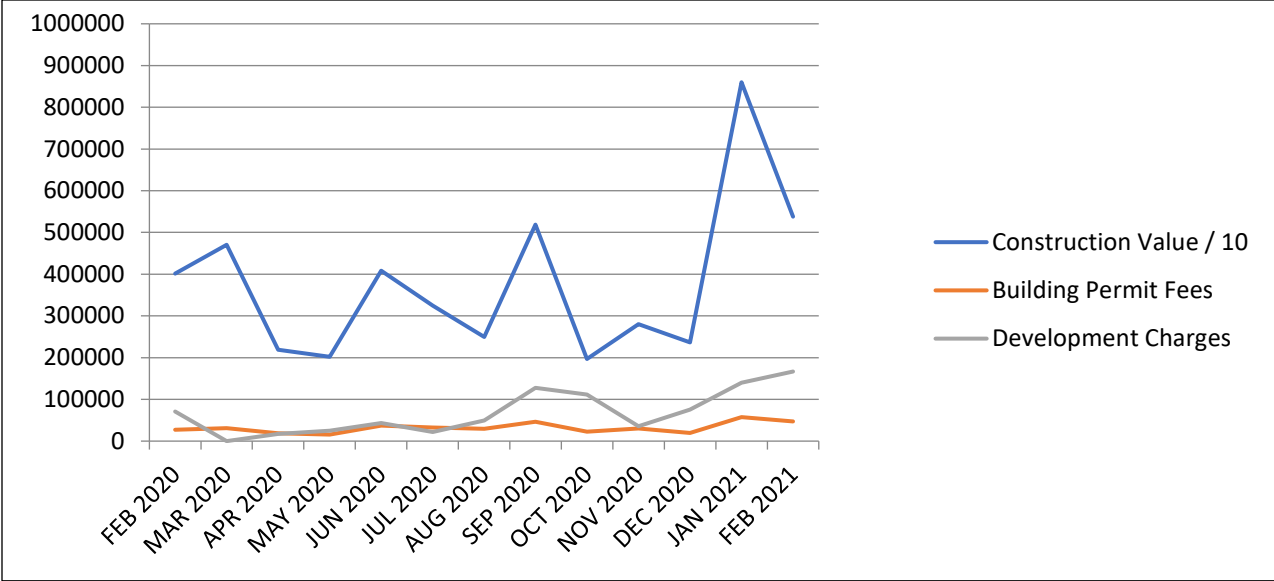
THAT the Council of the Corporation of the Township of Wellington North receive Report CBO 2021-03 being the Building Permit Review for the period ending February 28th, 2021.

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

1. CBO 2021-02 Building Permit Review Period Ending January 31st, 2021
2. CBO 2020-04 Building Permit Review Period Ending February 28th, 2020

BACKGROUND

PROJECT DESCRIPTION	PERMITS ISSUED	CONSTRUCTION VALUE	PERMIT FEES	DEVELOPMENT CHARGES
Single Family Dwelling	3	1,427,000.00	9,000.00	53,228.00
Multi Family Dwelling	3	1,850,000.00	22,000.00	113,524.00
Additions / Renovations	1	98,000.00	666.46	0.00
Garages / Sheds	2	87,600.00	1,501.76	0.00
Pool Enclosures / Decks	4	172,000.00	598.85	0.00
Commercial	4	470,000.00	3,689.40	0.00
Assembly	0	0.00	0.00	0.00
Industrial	1	325,000.00	1,287.52	0.00
Institutional	1	250,000.00	3,510.00	0.00
Agricultural	4	660,000.00	4,833.12	0.00
Sewage System	0	0.00	0.00	0.00
Demolition	3	42,000.00	390.00	0.00
Monthly Total	26	5,381,600.00	47,477.11	166,752.00
Total Year to Date	45	13,920,709.00	104,949.17	307,018.00
12 Month Average	21	3,753,050.75	32,325.45	67,896.15



10 Year Monthly Average	12	1,851,003.00	17,334.38	38,282.94
10 Year, Year to Date Average	18	3,056,125.20	22,064.38	41,308.43

FINANCIAL CONSIDERATIONS

None.

ATTACHMENTS

None.

STRATEGIC PLAN 2019 – 2022

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

- Yes
 No
 N/A

Which priority does this report support?

- Modernization and Efficiency
 Partnerships
 Municipal Infrastructure
 Alignment and Integration

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



WELLINGTON NORTH
SEMPER PORRO

Staff Report

To: Mayor and Members of Council Meeting of

From: Dale Small
Economic Development Officer

Subject: EDO 2021-009 Electronic Vehicle Charging Stations

RECOMMENDATION

THAT The Council of the Corporation of the Township of Wellington North receive report EDO 2021-009 being a report on the Wellington North Electronic Vehicle Charging Stations (EVCO)

AND FURTHER THAT Council approve the extension of the current EVCO partnership agreement with Arntjen Solar for one more year.

AND FURTHER THAT Council authorizes the Mayor and Clerk to sign the By-law to enter into the extension agreement.

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

EDO 2016 - 010 dated April 20th, 2016
EDO 2018 - 022 dated May 22nd, 2018
EDO 2020 - 020 dated Sept 14th, 2020

EDO 2017 - 023 dated November 6th, 2017
EDO 2019 - 018 dated August 12th, 2019

BACKGROUND

In 2016, through the Green Investment Fund, and in partnership with Arntjen Solar, Wellington North was successful in obtaining funding for the installation of Electronic Vehicle Charging Stations in Arthur and Mount Forest. The Arthur station is located in the swimming pool/splash pad parking lot at the Arthur & Area Community Centre and in Mount Forest the station is located in the Municipal Parking Lot by the TD Bank.

A five-year partnership agreement was signed in June 2016 with 100% of the \$100,000 capital costs being covered through the Ontario Green Investment Fund. As part of the agreement Wellington North provides the physical location for the Charging Stations, assists with marketing & promotion, and provides winter snow removal in order to ensure vehicle access. Arntjen Solar managed the purchase, delivery, and installation of the Charging Stations, has responsibility for all vendor agreements, and through ChargePoint is responsible for the collection and billing of fees, ongoing maintenance, service, and repair of the stations.

From an expense perspective, in addition to the energy expense, ChargePoint, the service provider takes off a 10% billing fee from all revenue generated to cover payment processing. Revenue is generated through a charging fee consistent with the fees Arntjen Solar has established at all their locations throughout the province. At a Level 2 charging station the cost is .05 cents per minute plus HST and at the DC Fast charging station the cost is .28 cents per minute plus HST.

The program was never intended to create a major revenue stream however the net profit consistently covers expenses and has cost the Township very little to participate. Based on our agreement with Arntjen Solar the net profit/loss generated from the Charging Stations is split evenly and since the beginning of the contract Wellington North has received revenue > \$1,000. In 2019 we also agreed that \$100.00/quarter/location would be taken out of the net revenues and set aside in a reserve account for future use/maintenance/upgrades, etc. The reserve account now contains approx. \$1,000 per location.

Having these charging stations in our community is good when we market and promote our Township and puts us in a good position should there be future growth in the electronic vehicle market. They also support Township as well as Wellington County energy & climate change goals.

Our current five-year agreement ends in June 2021 and Arntjen Solar recently reached out to the Township recommending that we extend the existing arrangement for one more year. They have recently learned from ChargePoint that the 3G signal band width that is currently operating the DC Fast Chargers is expiring the end of this year, and each station will need to be upgraded to 4G. They are currently working with ChargePoint to determine the total cost for these upgrades and also to understand whether there will also be an increase in ongoing operating costs. As a result, they are recommending that we renew the current agreement for one more year at which time they will come back to us with a new proposed five-year agreement.

For council's information cost for the upgrades is estimated to be in the vicinity of \$1,200 - \$3,000 per station. As the current arrangement with Arntjen Solar has worked very well for Wellington North we recommend that council approve a one-year extension.

FINANCIAL CONSIDERATIONS

Quarterly usage and revenue/loss reports are provided by Arntjen Solar. In 2020 usage was down compared to 2019 and we do not expect 2021 to get back to previous highs. Combined per kWh use-age for the past while has continued however to result in a small net revenue position.

	COMBINED		MOUNT FOREST		ARTHUR	
	Total per kWh use-age	Net profit/(loss)	# of sessions	per kWh use-age	# of sessions	per kWh use-age
2017 Apr - Jun	636.83	(\$194.52)	34	261.56	25	375.27
2017 July - Sept	761.01	\$ 5.78	30	321.86	38	439.15
2017 Oct - Dec	698.82	(\$ 36.54)	41	483.44	23	215.38
2018 Jan - Mar	600.62	(\$ 68.39)	24	199.31	37	401.31
2018 Apr - Jun	759.93	\$ 43.53	43	510.92	31	249.01
2018 July - Sept	1,303.74	\$ 207.02	79	1,061.93	36	241.81
2018 Oct - Dec	1,152.00	\$ 116.66	72	737.92	33	414.08
2019 Jan - Mar	1,565.59	\$ 269.52	55	901.06	52	664.53
2019 Apr - Jun	1,304.15	\$ 154.75	45	543.10	57	761.01
2019 July - Sept	2,129.88	\$ 336.06	97	1,452.20	54	677.68
2019 Oct - Dec	1,791.28	\$ 221.27	67	1,014.60	61	776.68
2020 Jan - Mar	1,279.28	\$ 149.86	29	361.61	67	917.67
2020 Apr - Jun	844.13	\$ 101.13	40	432.28	30	411.85
2020 July - Sept	1,731.15	\$ 228.50	93	1,398.60	34	332.55
2020 Oct - Dec	1,067.03	\$ 138.03	45	501.86	43	565.17

ATTACHMENTS

Attachment One:

Photo Mount Forest Charging Station**Photo Arthur Charging Station**

Attachment Two: Current Partnership Agreement 2016 - 2021

STRATEGIC PLAN 2019 – 2022

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

XX Yes

 No N/A

Which priority does this report support?

XX Modernization and Efficiency

XX Partnerships

XX Municipal Infrastructure

 Alignment and Integration

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

EVCO PARTNERSHIP AGREEMENT

THIS AGREEMENT MADE this 15th day of JUNE, 2016.

BETWEEN:

The Corporation of the Township of Wellington North
a corporation duly incorporated in the Province of Ontario
(hereinafter "**Partner**")

-and-

Arntjen Solar North America Inc.
a corporation incorporated pursuant to the laws of Canada and having its registered head office in
Innerkip, Ontario
(hereinafter "**Recipient**")

BACKGROUND

The Province is putting its new Climate Change Strategy into action by investing \$20 million from the Ontario Green Investment Fund to support the build out of a network of public electric vehicle charging stations (also referred to as "Electric Vehicle Supply Equipment" or "EVSE", as defined in Schedule A) across Ontario.

Through the \$20 million Electric Vehicle Chargers Ontario Program ("EVCO"), a grant program, complies to the EVCO-Program Requirements for Projects with Partners as outlined in Schedule "C"

The **Recipient** has, under the EVCO, applied for funds to assist the **Recipient** in carrying out the Projects (as defined in Schedule "A",) which supports the goals of the EVCO-Program.

The Province agreed, subject to terms and conditions to be set out in a transfer payment agreement, to financially contribute to the Project and wishes to provide Funds to the **Recipient** for the Project.

WHEREAS

The **Recipient** wishes to install EVSE on parcels of land listed in Schedule "B" (Premises) to this agreement owned by **Partner** pursuant to the EVCO-Program and the subsequent sale of electrical power to the public at a prescribed rate so that they may charge their electric vehicles;

AND WHEREAS the **Partner** owns the Premises where said Facility in Schedule "A" will be installed under the EVCO-Program;

NOW THEREFORE this agreement witnesseth that in consideration of the mutual covenants herein and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties agree as follows:

ARTICLE I LEASED PREMISES AND TERM

1.01 - Leased Premises. In consideration of the covenants and agreements hereinafter reserved and contained the **Partner** shall provide the Premises, more particularly described in Schedule "B" to this Agreement at all times and until the end of the Term of this Agreement at no cost to the **Recipient**. The Facility shall remain the sole and exclusive property of the **Recipient** and nothing herein shall be interpreted or construed to the contrary.

1.02 - Term of Lease. As the sole purpose of this Agreement is to facilitate the **Recipient's** intention to install electric vehicle charging systems under the Provincial EVCO program and to make available electrical power to the public for the purposes of charging electrical vehicles, the term (the "Term") of this Agreement shall commence on the date which the individual facility at the locations listed in Schedule "B" are available to the public having been inspected by the appropriate authority (the "Commencement Date") and running for a period of ten (**10**) years and will be subject to the Parties' agreement to renew in section 1.03.

1.03 - Renewal. Provided that neither Party has defaulted on any of its covenants or requirements pursuant to this Agreement, either Party shall have the right to renew this Agreement for a further two term of five (5) years upon the same terms and conditions as contained in this Agreement, save and except that the finance payments shall be in an amount mutually agreed to by the parties hereto.

1.04 - Surrender of Equipment. **Recipient** covenants that, upon the termination of this Agreement and renewal period, the Facilities remain the property of the **Partner** and **Recipient** agrees to leave the Facility as situated in good repair and condition, or prior to the termination upon written request of the **Partner**, the **Recipient** shall remove the facilities provided for under this agreement at the equally shared cost and expense of the **Recipient** and **Partner** including restoring the Premises to their original condition to the satisfaction of the **Partner** acting reasonably. The Parties' obligations to observe or perform this covenant shall survive the expiration or other termination of the Term of this Agreement.

ARTICLE II LEASE PAYMENTS

2.01 – Lease Payments. In Lieu of a regular Lease Payment ("Payments") for the Premises, the **Recipient** agrees to equally share all income received and expenses occurred for the Facilities with the **Partner** under this agreement as follows:

(i) Years 1-5. Transfer Payments from the EVCO-Program will be exclusively used by the **Recipient** to cover all applicable capital and installation costs for the approved facility described in Schedule "B".

(a) Upon completion of the facility installation, any capital costs incurred by the **Partner** and eligible under EVCO-Program rules will be invoiced to the **Recipient** for immediate payment by the **Recipient**;

(b) For operating and maintenance costs the **Partner** will provide the **Recipient** a copy of the hydro bill associated with each installed facility, and the **Recipient** shall provide the **Partner** a quarterly summary of the electricity consumed by the EVSE. These quarterly operating and maintenance costs shall be calculated, and paid by the **Recipient** to the **Partner**. The **Recipient** shall agree to provide the **Partner** with an annual account statement showing the opening balance at the start of the year and all revenues and expenses throughout the year.

(c) Net Revenue from public use of the EVSE facility shall be split 50-50 equally between the **Partner** and **Recipient**.

(ii) Renewals. The Parties agree that any Payments and timing of said Payments associated with any renewals of this Agreement shall be mutually agreed upon by the Parties hereto with the intent that the **Recipient** makes quarterly payments to the **Partner** for all the Facilities listed in Schedule "B".

2.02 – Failure to Make Payments. The **Recipient** warrants to the **Partner** that payments described in Section 2.01 shall be made for operating and maintenance of the facilities as per Section 2.01. Subject to any other remedies in this agreement, failure of the **Recipient** to pay the equally shared net income amounts to the **Partner** shall result in a default of this agreement and the provisions of Article VII shall apply.

**ARTICLE III
DUTIES AND RESPONSIBILITIES OF PARTNER**

3.01 – Partner Shall:

- a) provide a portion of land with an approximate area of 20 feet x 20 feet more or less to host the EVSE facility (the "Premises") as mutually agreed to by the parties;
- b) allow the registration of an easement for the facility provided by the **Recipient** if necessary, on the Premises identified herein by to allow **Recipient** or its representatives to have access to the Facility for the purposes of construction, maintenance and monitoring;
- c) allow the inspection and Audit of Contracts and Partner Agreements in the right of the Province of Ontario, its authorized representatives and independent auditors identified by the Province and the Auditor General to carry out the inspection and audit contemplated pursuant to the Agreement and will coordinate access with any Third Party and Partner for the purpose of such inspections and audits.
- d) comply to EVCO-Program Requirements for Projects with Partners as outlined in Schedule "C"
- e) due to the extreme sensitivity of the technology being used at the Facility, the Parties acknowledge that it is imperative that the **Partner** maintains the property year around in as much as the property is maintained in the usual manner and that no obstructions are installed on the dedicated parking spots for the EVSE of the Facility;
- f) allow all required electrical connections of the Facility to the panel at the applicable location subject to such work being completed by a qualified person with all applicable permits and approvals;
- g) maintain the parking area around and leading to the facilities including paving, snow removal and proper drainage.
- h) provide all hydro bills to the **Recipient** as per Section 2.01 of this agreement.

**ARTICLE IV
DUTIES AND RESPONSIBILITIES OF THE RECIPIENT**

4.01 – Recipient shall:

- a) execute the Transfer Agreement under the EVCO-Program
- b) comply to EVCO-Program Requirements for Projects with Partners as outlined in Schedule "C"
- c) build, commission and maintain the Facility;
- d) obtain all electrical inspection and approvals from the Electrical Safety Authority and obtain the necessary approvals and connection agreement with the Local Distribution Company;
- e) maintain and operate the Facility for the Term;
- f) remove the Facility and restore the lands described in Schedule "B" at an equally shared expense after the end of the Term or any subsequent renewal terms, if any upon receipt of a written request to do so, or otherwise surrender all interest in the Facility as per Section 1.04 of this agreement; and
- g) calculate the required operating and maintenance costs using the meter connected to the electric vehicle charging station and **Partner's** hydro bills, pay all costs and revenue share provided for under Section 2.01 including providing applicable quarterly statements to the **Partner**.
- h) not encumber the premises described in Schedule "B" in any way and to promptly discharge and remedy any liens or other title matter related to installation of the facilities on the lands.

ARTICLE V MAINTENANCE AND REPAIR OF PREMISES

5.01 – Maintenance and Repair by Partner. The **Partner** covenants with the **Recipient** that, throughout the Term of this Agreement and any renewals, it shall maintain and repair the whole of the Premises and all fixtures, equipment, parking spaces therein in good order, first class condition and repair, acting reasonably, so as to ensure that nothing constructed or maintained by the **Partner**, whether organic or structural in nature, shall prevent safe public use of the EVSE Facilities. All alterations, additions and improvements made by the **Partner** to the Premises or made by the **Recipient** on the **Partner's** behalf by agreement or under this Agreement shall remain the property of the **Partner** for the Term hereof.

ARTICLE VI INSURANCE

6.01 – Liability Insurance. The **Recipient** shall, during the entire Term hereof and any renewals, keep in full force and effect, at its own expense, a policy of public liability and property damage insurance with companies qualified to do business in the Province of Ontario with respect to the leased Premises, in which the limits of public liability shall be in such amount of \$5,000,000 as stipulated by the **Partner**. The **Partner** and the **Recipient** as well as the Province of Ontario shall be named as insured under the policy and this policy will be available for the **Partner** and the Province of Ontario to review annually including providing a written copy of the certificate of insurance annually or upon written request by the **Partner**.

6.02 – Indemnification. The **Recipient** will indemnify the **Partner** and the **Partner** will indemnify the **Recipient** and save the other harmless from and against any and all claims, actions, damages, liabilities and expenses in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Premises, the occupancy or use by the **Recipient** of the Premises, or any part thereof, or occasioned wholly or in part by any act or omission or negligence of either party, its agents, contractors, employees, servants, licensees or invitees. In case either party shall, without fault on its part in circumstances where either must indemnify the other, be made party to any litigation commenced by or against either party, then the other shall protect and hold the other party harmless and shall pay all reasonable costs, expenses and solicitors and counsel fees, on a solicitor and his own client basis, incurred or paid by either in connection with such litigation.

ARTICLE VII DEFAULT OF THE RECIPIENT

7.01 – No Right to Re-Enter. In the event of default by the **Recipient** of any of its obligations set out in Article VI or any other provision of this agreement, the **Partner** shall inform the **Recipient** of the said default or non-performance in writing and shall allow for no less than thirty (30) business days to rectify the non-performance of the **Recipient**. In the event of default by the **Recipient**, after the initial five (5) year contract period, the **Partner** can immediately disconnect the facilities from the hydro supply and barricade the locations from public use. Before the **Partner's** attempt to secure entire payments collected by the **Recipients** from the sale of the installed ESVE equipment, the **Partner** must inform the Province of Ontario in writing first and get approval for the sale of the EVSE or until the **Recipient** is in compliance with the provisions of this agreement. The **Recipient** shall not have the right to re-enter any property or to remove or interfere with the Facility in any way until the requirements of this agreement have been met. Should the **Recipient** remain in default under this agreement until the end of the term provided by the **Partner** at its sole discretion and after consulting with the Province of Ontario shall determine the proper course of action to secure compliance by the **Recipient** and may charge any and all additional costs to secure payment to the **Recipient**.

**ARTICLE VIII
DEFAULT OF THE PARTNER**

8.01 – Removal of Facility. Where the **Partner** fails to comply with this agreement and the **Recipient** notifies the **Partner** in writing such failure shall be deemed a default if not rectified within thirty (30) business days by the **Partner** under this Agreement and following the **Partner's** failure to rectify said default in accordance with this section, the **Recipient** may, in addition to any remedies available to it under this Agreement or in law, and consultation/approval with the Province of Ontario seize the Facility and remove same from the Premises at the sole cost of the **Partner**.

**ARTICLE IX
MISCELLANEOUS**

9.01 – Approval. Unless otherwise expressly stated herein to the contrary, where any provision of this Agreement requires one Party to obtain the consent of the other Party such consent may not be unreasonably withheld.

9.02 – Governing Law. This Agreement is to be governed by and construed according to the laws of the Province of Ontario.

9.03 – Partial Invalidity. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be separately valid and enforceable to the extent permitted by law.

9.04 – Time of Essence. Time shall be of the essence of this Agreement and every part hereof.

9.05 – Assigns and Successors. This Agreement shall be binding on the parties hereto and their respective successors and assigns. This Agreement shall remain in force and survive in the event of the sale of the Premises by the **Partner** to a new owner. The Facility shall remain on the premises during the initial Term of the agreement and any renewal thereof, and this agreement shall continue until its termination unless otherwise agreed to by the parties and the Province of Ontario.

9.06 – Exclusivity. The **Recipient** covenants that so long as the **Partner** or its successors are in actual possession of the lands described in Schedule "B" and the **Recipient** is carrying on its business on the Premises in accordance with the terms of this Agreement, the **Partner** or its successors will not, at any time during the initial Term or any renewal thereof, permit any other party or occupant of the **Partner's** or its successors property to conduct, as a business the operation of an EVSE.

IN WITNESS WHEREOF the **Partner** and the **Recipient** have signed and sealed this Agreement as of the day and year first above written.

SIGNED, SEALED AND DELIVERED

In the presence of:

The Township of Wellington North

Per: 

Name: Andrew Lennox

Title: Mayor

Date: June 15 '16

Arntjen Solar North America Inc.

Per: _____

Name: Rolf Maurer PMP, P. Eng.

Title: V.P. Americas

Dated: _____

Per: 

Name: Karren Wallace

Title: Clerk

Date: June 16/16

Schedule "A"

The Electric Vehicle Supply Equipment" or "EVSE", (the "Facilities") to be installed at the Premises shall consist of:

- **One (1) Level 3 EVSE direct current (DC) Fast Charger**
 - ABB Terra 53CJ fast charger with up to 60kVA, 480V, 60 Hz, 3P+PE with dual-connector CHAdeMO and CCS charging standard including remote data monitoring, and ongoing operation and maintenance support

- **Two (2) Level 2 EVSE alternating current (AC)**
 - AddENERGIE SmartTWO-BDR or equivalent with up to 7.2kVA, 208/240V, 60Hz, 1P+PE with single connector to J-1772 charging standard including remote data monitoring, and ongoing operation and maintenance support

Schedule "B"**Premises on which Electric Vehicle Supply Equipment" or "EVSE", may be located**

1. Mount Forest & District Sports Complex (or alternate location in Mount Forest)
850 Princess Street
Mount Forest, Ontario. N0G 2L3

Property PIN: 71053-0214

Legal Description: PKLT 1 W/S Elm St Survey Allan & Geddes Mount Forest;
PKLT 2 W/S Elm St Survey Allan & Geddes Mount Forest;
PKLT 3 W/S Elm St Survey Allan & Geddes Mount Forest;
PKLT 4 W/S Elm St Survey Allan & Geddes Mount Forest;
Wellington North

2. Arthur & Area Community Centre (or alternate location in Arthur)
158 Domville Street,
Arthur, Ontario. N0G 1A0

Property PIN: 001-30680

Legal Description: Survey Crown PT Park Lot A

Schedule "C"

EVCO-Program Requirements for Project with Partners

1. Recipient Representation of Partners: The **Recipient** warrants that it is entitled to represent each of its **Partners**, and represents that each **Partner** has committed itself to undertake all steps necessary to support the **Recipient** in fulfilling its obligations as specified in the EVCO-Program Agreement.

2. Partner Agreement: The **Recipient** agrees to bind each of the **Partners** to the applicable terms and conditions of the Agreement, through a Partner Agreement, and any adjustment to it to capture changes in the Agreement that affects the Partner Agreement.

3. Tasks, Mutual Responsibilities and Obligations of Recipients and Partners: The **Recipient** warrants that each Partner Agreement will provide for a clear division, in line with the **Recipient's** application documents, of the allocation of tasks, mutual responsibilities and obligations among the **Recipient** and its **Partner**.

4. Provisions of Partner Agreement: The **Recipient** agrees to make each **Partner** aware of its responsibilities and obligations, and ensure that each Partner Agreement is consistent with and incorporates the relevant provisions of the Agreement. More specifically but without limiting the generality of the foregoing, the **Recipient** agrees to include in any Partner Agreement provisions to require from each **Partner** that it:

(a) complies with the Requirements of Law which applies to the **Partner** and obtains any necessary approval including, without limitation, building permission and environmental impact assessment statement;

(b) provides the Province, or anyone appointed by the Province, through the **Recipient**, with any document or information requested for evaluation purpose;

(c) promptly reacts, through the **Recipient**, to any request made by the Province;

(d) prior to the **Recipient** making payment of Funds to a **Partner** for Project costs, the **Partner** warrants and provides all necessary proof that such Funds will be used towards Eligible Costs and for the purpose of implementing the Project;

(e) immediately informs the **Recipient** if costs are reduced or any of the disbursement conditions ceases to be fulfilled, or circumstances arise which entitle the Province to demand repayment of Funds and, if any, interest earned on Funds, from the **Recipient** or the **Partner**, or both or invoke its other remedies under the Agreement; and

(f) complies, without limitation and with any necessary modification, with any applicable obligations of the **Recipient** under the Agreement, including those concerning representations, warranties, covenants, Funds, Project, acquisition of goods and services, disposal of assets, conflict of interest, record keeping, reporting, accounting, inspection, auditing, review, communications, publicity, indemnity, insurance, acknowledgment of other legislation and directives, and repayment. More specifically and without limiting the generality of the foregoing, the **Recipient** must ensure that the Partner Agreement includes:

(i) report back to the **Recipient** on how the distributed Funds and interest earned are used;

(ii) the ability of the **Recipient** or the Province, or both, to demand the return of those Funds and an amount equal to the interest earned if not spent in accordance with the Agreement; and

(iii) Funds provided to the **Partner** be deposited by the **Partner** into a separate account at a Canadian Financial institution that is in the name of the **Partner**.

5. Copy of Partner Agreement: The **Recipient** agrees to make accessible to the Province at all times and, upon the Province's request, provide the Province with a copy of any Partner Agreement.

6. Responsibilities of Recipient: Despite having Partners for the Project and entering into Partner Agreements with Partners, the **Recipient** agrees that it assumes the sole responsibility towards the Province for the implementation, management and coordination of the entire Project and the fulfillment of all obligations arising from the Agreement. Accordingly, the **Recipient** agrees that it bears the financial and legal responsibility for the entire Project and for each of its **Partners**. The Recipient will be held liable, in the same way as for its own conduct, if obligations as laid out in the Agreement or in applicable Requirements of Laws are not fulfilled by any of its **Partners**.

7. Repayment of Funds: If the Province demands repayment of Funds in accordance with the Agreement, the **Recipient** is liable to the Province for the total amount of those Funds, whether or not the **Recipient** has provided such Funds to a **Partner**.

8. Changes to Application Documents: The participation and contribution of the **Recipient** and each **Partner** are clearly defined in the application documents. Any change to the above information, if such change impacts the Project, requires the prior written approval of the Province.

9. Public Disclosure: The **Recipient** shall ensure that each **Partner** agrees to the Province publicly disclosing in communications concerning the Project, the **Partner's** name and address and the purpose and amount of Funds provided to it.

10. Liability: Without limiting the requirements set out in paragraph C.4. (f) and the indemnity and insurance obligations under the Agreement, the **Recipient** agrees to ensure each **Partner** agrees that the Province shall not, under any circumstances or for any reason whatsoever, be held liable for damage or injury sustained by the staff or property of the **Partner** while the Project is being carried out. The Province will therefore not accept any claim for compensation or increases in payment in connection with such damage or injury.

Regional Advisory Committee (RAC)

The Regional Advisory Committee (RAC) shares best practices and develops opportunities for networking by acting as a liaison between business/industrial sectors, communities and the SEDC, thereby assisting with the foundation of collaborative partnerships. The committee is comprised of representatives from the municipalities covered by this newsletter, as listed below.

Municipality of Arran-Elderslie

Phone: 519-363-3039

Email: ecdev@arran-elderslie.ca

Township of Chatsworth

Phone: 519-794-3232

Email: psinnamon@chatsworth.ca

Municipality of Brockton

Phone: 519-881-2223

Email: info@brockton.ca

Town of Minto

Phone: 519-338-2511

Email: info@town.minto.on.ca

Town of Hanover

Phone: 519-364-2780

Email: amarshall@hanover.ca

Municipality of South Bruce

Phone: 519-392-6623

Email: clerk@southbruce.ca

Township of Southgate

Phone: 519-923-2110 x210

Email: dmilliner@southgate.ca

Township of Wellington North

Phone: 519-848-3620

Email: dsmall@wellington-north.com

Municipality of Grey Highlands

Phone: 519-986-1216

Email: ecdev@greyhighlands.ca

Municipality of West Grey

Phone: 519-369-2200

Email: info@westgrey.com

EDITORS COMMENTS

Similar to the 1st half of 2020, the Economic Indicators have been heavily impacted by the COVID-19 pandemic. The unemployment rate of the Stratford-Bruce Peninsula Economic Region was the lowest annual unemployment rate for 2020 in Ontario. New motor vehicle sales were down 17% compared to 2019. Real Estate continues to be a leader in economic indicators. Although COVID-19 has impacted our business communities, there still appears to be new businesses arriving in the Saugeen area filling empty store fronts. The continued effects of COVID-19 bring unprecedented challenges as we push forward to address the needs of our business communities. Introducing Business Resurgence Programs and Entrepreneur/Succession Planning webinars have been well received. The Regional Advisory Committee is currently investigating additional COVID pandemic recovery opportunities.

COVID-19 INDICATORS



Real Estate Sales

High Price/Low Inventory



Social Assistance

Decreased



New Motor Vehicle Sales

Decline in Sales



Unemployment

Dramatic Rise



Building Permits

Small Increase



Saugeen Economic Development Corporation
A Community Futures Development Corporation

CONTACT US

515 Mill St, Neustadt ON

519-799-5750

info@sbdc.ca sbdc.ca

COVER IMAGE: MILDWAY, ONTARIO

THE SAUGEEN ECONOMY

2020 July - December



Saugeen Economic Development Corporation in Partnership with the Regional Advisory Committee

A COMMUNITY FUTURES DEVELOPMENT CORPORATION

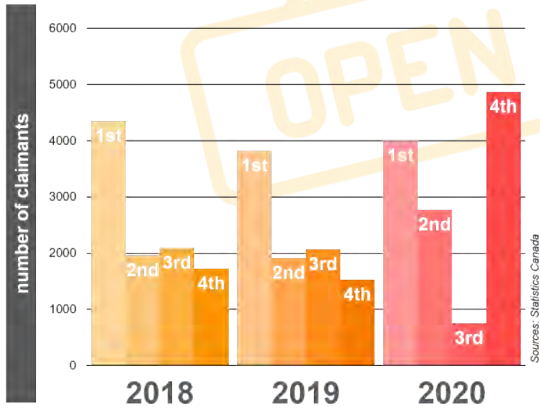




Unemployment Grey/Bruce/Perth/Huron

LOCAL AREA SEES SIGNIFICANT RISE BUT REMAINS LOWER THAN PROVINCE

In December, the unemployment rate for the Stratford-Bruce Peninsula Economic Region increased by 0.2 percentage points to 5.6%. At the same time, the provincial unemployment rate decreased by 0.2 percentage points to 8.5%. The annual adjusted rate for the year was 7.2%, an increase over the 4.3% annual unemployment rate for 2019.



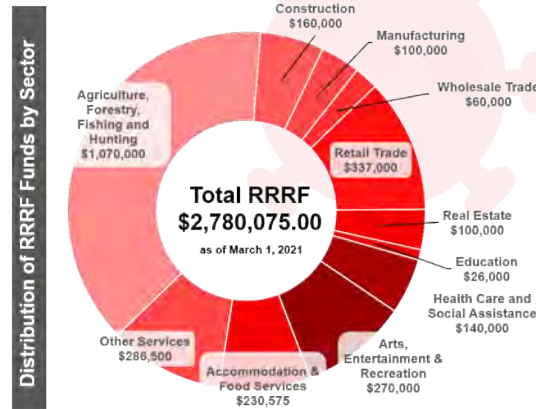
NOTE:



COVID-19 Saugeen

COVID FUNDS CONTINUE TO HELP LOCAL BUSINESSES

As of Mar 2021, The Regional Relief and Recovery Fund (RRRF) through SEDC was disbursed to local businesses in order to mitigate effects of COVID-19. SEDC has disbursed \$2,780,075.00 in relief funds with the Ag sector receiving the largest amount in funding support.



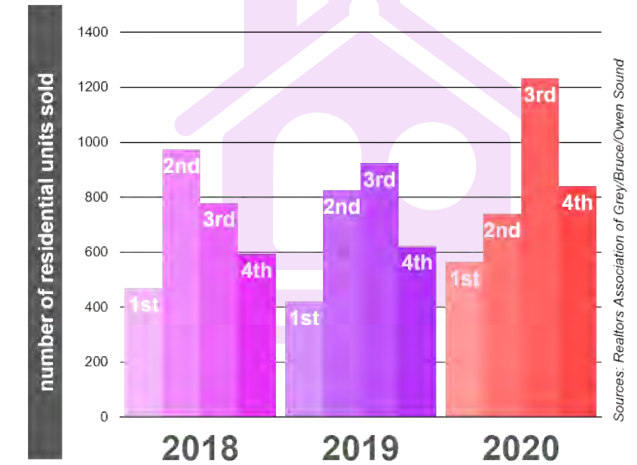
NOTE: The information in this newsletter was deemed accurate at the time of printing. We have made every effort to ensure the accuracy of the contents of this document and accept no responsibility for errors or omissions.



Real Estate Sales Grey/Bruce/Owen Sound

RECORDS BROKEN AS PRICES SURGE

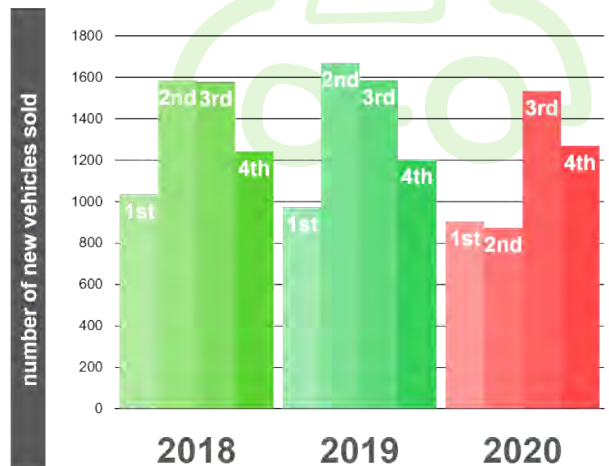
The average price of a home sold in December 2020 was a record \$555,846, increasing considerably by 39.2% from December 2019. Home sales in 2020 totaled 3,379 units. This was an increase of 13.5% over 2019. Total value of Residential & Agricultural properties sold in 2020 was \$2.7 billion, \$600 million above 2019.



New Motor Vehicle Sales Local Area

SALES DRIVING DOWNWARDS

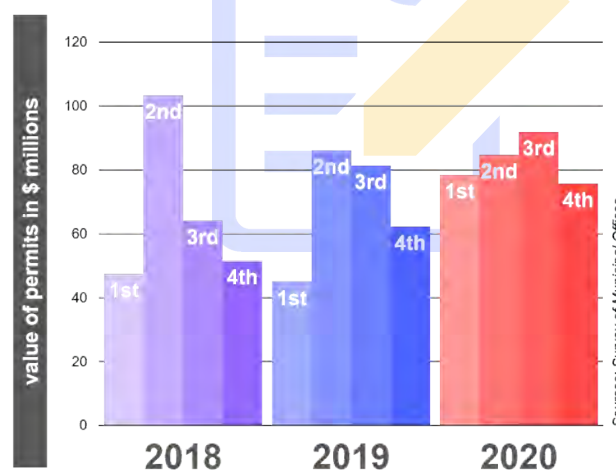
The annual number of total vehicle sales for 2020 decreased by 849 units or 19% when compared to the number of units sold in 2019.



Building Permits Saugeen

PERMITS INCREASE

The value of building permits issued at the end of 2020 was reported at \$331 million, an increase of \$7 million or 2.2% over 2019.

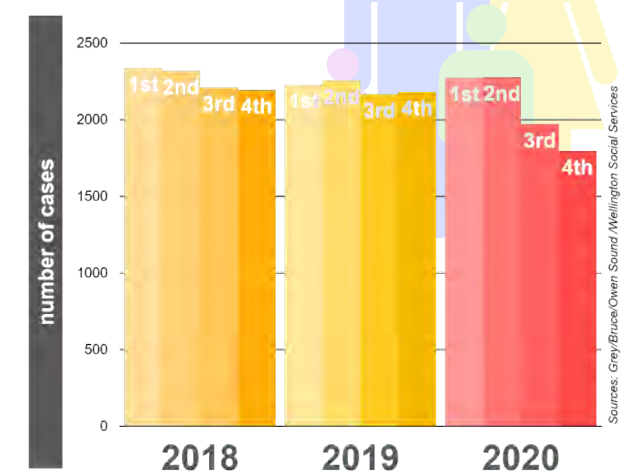


Social Assistance Grey/Bruce/Owen Sound/ Wellington County*

*Not including the city of Guelph

CASELOADS DECREASE

The average number of caseloads in 2020 was reported to be 2,079. This represents a decrease of 130 caseloads or 6% when compared to 2019.



3/12/21

Township of Wellington North
VENDOR CHEQUE REGISTER REPORT
Payables Management

Cheque Number	Vendor Cheque Name	Cheque Date	Amount
76901	Arthur Foodland	3/04/21	\$24.81
76902	Bell Canada	3/04/21	\$44.98
76903	Bluewater Fire & Security	3/04/21	\$153.12
76904	Cedar Creek Tools	3/04/21	\$224.87
76905	Chalmers Fuels Inc	3/04/21	\$1,020.49
76906	Corporate Express Canada Inc.	3/04/21	\$60.70
76907	County of Grey	3/04/21	\$4,633.91
76908		3/04/21	\$46.18
76909		3/04/21	\$75.00
76910	Horrigan Overhead Doors 2019	3/04/21	\$288.15
76911	Hydro One Networks Inc.	3/04/21	\$1,913.14
76912	Manulife Financial	3/04/21	\$30,320.53
76913	PlayPower LT Canada, Inc.	3/04/21	\$3,010.32
76914	Wayne Robinson	3/04/21	\$804.67
76915	Suncor Energy Inc.	3/04/21	\$7,389.24
76916	TD Wealth	3/04/21	\$826.12
76917	Township of Centre Wellington	3/04/21	\$119.16
76918	Enbridge Gas Inc.	3/04/21	\$5,068.37
76919	Wellington Catholic Dist Sch B	3/04/21	\$1,857.00
76920		3/04/21	\$200.00
76921	Wightman Telecom Ltd.	3/04/21	\$137.08
76922	Workplace Safety & Ins Board	3/04/21	\$11,478.16
76923	Young's Home Hardware Bldg Cen	3/04/21	\$451.39
EFT0001659	About & Associates Inc.	3/04/21	\$3,435.20
EFT0001660	Agrisan SC Pharma	3/04/21	\$4,003.62
EFT0001661	ALS Canada Ltd.	3/04/21	\$43.51
EFT0001662	Arthur Home Hardware Building	3/04/21	\$232.69
EFT0001663	B & I Complete Truck Centre	3/04/21	\$540.72
EFT0001664	Caldecott Millwright Services	3/04/21	\$10,197.12
EFT0001665	CARQUEST Arthur Inc.	3/04/21	\$1,393.24
EFT0001666	County of Wellington	3/04/21	\$25,498.93
EFT0001667	Canadian Union of Public Emplo	3/04/21	\$1,750.20
EFT0001668	DeBoer's Farm Equipment Ltd.	3/04/21	\$6,057.27
EFT0001669	Eric Cox Sanitation	3/04/21	\$291.20
EFT0001670	Frey Communications	3/04/21	\$7,325.53
EFT0001671	Harold Jones Enterprises	3/04/21	\$10.62
EFT0001672	H Bye Construction Limited	3/04/21	\$2,697.89
EFT0001673	Hort Manufacturing (1986) Ltd.	3/04/21	\$236.85
EFT0001674	Ideal Supply Inc.	3/04/21	\$195.77
EFT0001675	J J McLellan & Son	3/04/21	\$537.28
EFT0001676	M & L Supply, Fire & Safety	3/04/21	\$193.57
EFT0001677	Maple Lane Farm Service Inc.	3/04/21	\$217.88
EFT0001678		3/04/21	\$125.00
EFT0001679	Mississauga Bus Coach & Truck R	3/04/21	\$4,430.07
EFT0001680	North Wellington Co-op Service	3/04/21	\$57.92

Cheque Number	Vendor Cheque Name	Cheque Date	Amount
EFT0001681	Officer's Auto Care Inc.	3/04/21	\$106.97
EFT0001682	Ont Mun Employee Retirement	3/04/21	\$42,643.40
EFT0001683	Ont Clean Water Agency	3/04/21	\$18,133.87
EFT0001684	Raynbow Signs	3/04/21	\$20,000.00
EFT0001685	SAAM CUSTOM MACHINE	3/04/21	\$45.20
EFT0001686	Shred All Ltd.	3/04/21	\$135.60
EFT0001687	Stephen Hale	3/04/21	\$1,452.05
EFT0001688	Upper Grand Dist School Board	3/04/21	\$6,501.00
EFT0001689	Viking Cives Ltd	3/04/21	\$1,381.37
76924	Bell Canada	3/11/21	\$759.58
76925		3/11/21	\$1,900.00
76926	Chalmers Fuels Inc	3/11/21	\$1,466.86
76927	Corporate Express Canada Inc.	3/11/21	\$297.97
76928	Duncan, Linton LLP, Lawyers	3/11/21	\$812.33
76929	Hydro One Networks Inc.	3/11/21	\$718.10
76930	Perfectmind Inc	3/11/21	\$3,390.00
76931	Royal Bank Visa	3/11/21	\$11,135.55
76932	Enbridge Gas Inc.	3/11/21	\$1,476.95
76933	Waste Management	3/11/21	\$1,006.83
76934	W.H.A. Publications	3/11/21	\$406.80
76935	Workplace Safety & Ins Board	3/11/21	\$8,915.75
76936	Young's Home Hardware Bldg Cen	3/11/21	\$514.78
EFT0001690	Arthur Home Hardware Building	3/11/21	\$163.86
EFT0001691	Barclay Wholesale	3/11/21	\$732.78
EFT0001692	B M Ross and Associates	3/11/21	\$13,681.59
EFT0001693	CARQUEST Arthur Inc.	3/11/21	\$30.50
EFT0001694	County of Wellington	3/11/21	\$6,580.00
EFT0001695	Delta Elevator Co. Ltd.	3/11/21	\$904.13
EFT0001696	Eric Cox Sanitation	3/11/21	\$49.89
EFT0001697	Excel Business Systems	3/11/21	\$171.82
EFT0001698	FOXTON FUELS LIMITED	3/11/21	\$548.02
EFT0001699	Frey Communications	3/11/21	\$608.99
EFT0001700	Grand River Conservation Auth	3/11/21	\$17,914.66
EFT0001701	Hach Sales & Service Canada Lt	3/11/21	\$1,870.15
EFT0001702	Hartman Electronics & Comm	3/11/21	\$1,915.35
EFT0001703	Ideal Supply Inc.	3/11/21	\$194.87
EFT0001704	International Trade Specialist	3/11/21	\$171.69
EFT0001705	J J McLellan & Son	3/11/21	\$1,601.78
EFT0001706	Lystek International Inc.	3/11/21	\$2,179.76
EFT0001707	Maple Lane Farm Service Inc.	3/11/21	\$104.49
EFT0001708	North Wellington Co-op Service	3/11/21	\$59.13
EFT0001709	PETRO-CANADA	3/11/21	\$4,460.19
EFT0001710	Purolator Inc.	3/11/21	\$9.97
EFT0001711	REALTAX Inc.	3/11/21	\$1,418.15
EFT0001712	ROBERTS FARM EQUIPMENT	3/11/21	\$726.47
EFT0001713	SAAM CUSTOM MACHINE	3/11/21	\$824.45
EFT0001714	Triton Engineering Services	3/11/21	\$3,282.65
EFT0001715	Wellington North Power	3/11/21	\$9,704.31
Total Amount of Cheques:			\$332,730.08



Staff Report

To: Mayor and Members of Council Meeting of March 22, 2021
From: Adam McNabb, Director of Finance
Subject: TR2021-007 – Office Equipment Purchase and office space redesign

RECOMMENDATION

THAT the Council of the Township of Wellington North receive Report TR 2021-007 being a report on the purchase of a new office equipment appliance and office space redesign;

AND FURTHER THAT the Council of the Township of Wellington North approve the purchase of a mail folding / stuffing machine, and office redesign works detailed in this report utilizing Municipal Modernization funds held in reserve to facilitate the purchase.

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

None.

BACKGROUND

Annually the Township issues approximately 16,000 pieces of mail associated with taxation alone. This practice has historically been a completely manual process which is time consuming, repetitive, and costly.

Health & Safety

The inclusion of an automated process will significantly reduce the likelihood of Township staff developing musculoskeletal disorder (MSD), which can occur suddenly or develop gradually over weeks, months or even years when individuals are subject to fixed or awkward postures and/or repetition.

MSDs are the number one type of lost-time work injury reported to the Workplace Safety and Insurance Board in Ontario.

Under clause 25(2)(h) of the OHSA, employers are required to take every precaution reasonable in the circumstances to protect the worker which may include protecting workers from overexposure to MSD hazards such as force, fixed or awkward postures or repetition.

Proposed Solution

Township staff have recently been in contact with a supplier who is able to outfit the Township with a fully refurbished and warranted folding / stuffing machine that will streamline this process significantly; however, in its current format, the mailroom at the Kenilworth Administrative office does not have the physical space for this machine to reside.

Staff is recommending reconfiguring the existing space in the Kenilworth office to accommodate the new device. Reconfiguration will require the removal of two old filing cabinets, and the design / build / installation of custom shelving and table space to facilitate the storage of the items previously contained in the filing cabinets and provide a surface for the proposed machine to reside in a permanent capacity.

FINANCIAL CONSIDERATIONS

Purchase of a refurbished All-In-One Mail Assembly Solution (DS-63) - \$6,000
 Design, build & installation of custom cabinetry (Redesign) - \$6,000 (estimate based on opinion of probable costs)

While the above items are considered one-time purchases, and recommended to be funded from the Municipal Modernization Funding received in March 2019 (currently held in trust), there is an associated annual maintenance agreement for the machine that will be funded from future operating budgets which is approximately \$1,100 annually; however, it is suggested that the cost of the annual maintenance agreement will be more than offset in costs savings associated with staff labour cost savings that were directly attributed to the manual processes previously performed that will be replaced by the automation that this new equipment is designed for.

ATTACHMENTS

NA

STRATEGIC PLAN 2019 – 2022

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

Yes

No

N/A

Which priority does this report support?

Modernization and Efficiency

Partnerships

Municipal Infrastructure

Alignment and Integration

Prepared By:

Adam McNabb, Director of Finance

Adam McNabb

Recommended By: Michael Givens, CAO

Michael Givens



WELLINGTON NORTH

SEMPER PORRO

Staff Report

To: Mayor and Members of Council
Meeting of March 22, 2021

From: Adam McNabb, Director of Finance

Subject: Report TR2021-008 Being an update report on 2020 Council Remuneration

RECOMMENDATION

THAT the Council of the Corporation of the Township of Wellington North receive Report TR 2021-008 being an update report on 2020 Council Remuneration for information.

PREVIOUS PERTINENT REPORTS / BY-LAWS / RESOLUTIONS

TR2021-004 – 2020 Council Remuneration

BACKGROUND

The Municipal Act, 2001, c. 25 requires that the treasurer of a municipality shall in each year on or before March 31 provide to the council of the municipality an itemized statement of remuneration and expenses paid to each member of Council in the previous year.

Schedule A - Treasurer's Statement of Remuneration and Expenditures Paid to Council Members for the Year 2020 provides a breakdown of activities.

FINANCIAL CONSIDERATIONS

Cumulatively, Council remuneration and expenditures for 2020 were below budgeted amounts.

It should also be noted that during 2020, considering the COVID-19 global pandemic, a special provision was recommended by staff, and approved by Council, that enabled members of council to access up to \$1,500 each from the Provincial Safe Restart Funding allocation for the Township to address unique remote working challenges. These items are viewed as unique and have not been included in the calculations of the 2020 Council Remuneration report or supporting schedule.

ATTACHMENTS

Schedule A - Treasurer's Statement of Remuneration and Expenditures Paid to Council Members for the Year 2020 provides a breakdown of activities.

STRATEGIC PLAN 2019 – 2022

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

Yes

 No

 N/A

Which priority does this report support?

Modernization and Efficiency

 Partnerships
 Municipal Infrastructure

 Alignment and Integration

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

Schedule A - Treasurer's Statement of Remuneration and Expenditures Paid to Council Members for the Year 2020

**TOWNSHIP OF WELLINGTON NORTH, COUNTY OF WELLINGTON - MUNICIPAL ACT S.O. 2001,
AS AMENDED, CHAPTER 25, SECTION 284.**

NAME	COUNCIL PER DIEM	OTHER MEETINGS	BENEFITS (CPP, EHT)	CONVENTIONS & SEMINARS	TELEPHONE & INTERNET	TRAVEL EXPENSE	TOTAL REMUNERATION AND EXPENSES
Andy Lennox, Mayor	27,513.00	0.00	1,797.18	574.94	272.68	720.42	30,878.22
Sherry Burke, Councillor	17,323.00	0.00	1,063.51	1,418.01	602.39	720.42	21,127.33
Lisa Hern, Councillor	17,323.00	0.00	1,063.51	671.65	919.93	720.42	20,698.51
Steve McCabe, Councillor	17,323.00	0.00	1,063.51	0.00	797.89	720.42	19,904.82
Dan Yake, Councillor	17,323.00	0.00	1,063.51	0.00	983.59	720.42	20,090.52
Total Paid	96,805.00	0.00	6,051.22	2,664.60	3,576.50	3,602.10	112,699.42

Dated this 22nd day of March 2021

DocuSigned by:

 3C48E328B052468
 Adam McNabb, Director of Finance & Treasury
 Township of Wellington North



WELLINGTON NORTH

SEMPER PORRO

Staff Report

To: Mayor and Members of Council
Meeting of March 22, 2021

From: Adam McNabb, Director of Finance

Subject: Report TR2021-002 Being a report on the 2021 Municipal Insurance Renewal

RECOMMENDATION

THAT Council of the Township of Wellington North receive Report TR 2021-002 being a report on the 2021 Municipal Insurance Renewal

AND FURTHER THAT Council endorses the staff recommendation to entertain insurance deductible increases, seek a marketing of the Township's insurance portfolio for the 2022 calendar year, and direct staff to advise the Township's insurance broker of proposed direction for 2021.

PREVIOUS PERTINENT REPORTS / BY-LAWS / RESOLUTIONS

Coburn Insurance presentation of January 11, 2021

BACKGROUND

During the fourth quarter of 2020, staff had worked on providing the Township's Insurance Broker with the information required to complete the 2021 renewal. On December 23, 2020 Coburn Insurance had provided the Township of Wellington North with the renewal documents for the 2021 calendar year which detailed a 19% aggregate year over year premium increase for the Township.

On the 24th of December 2020, the Director of Finance had canvassed the member municipalities of Wellington County and had determined that the Township of Wellington North was not unique in seeing insurance premium significantly increasing year over year (increases ranging from 12-18% were being recognized in neighbouring municipalities).

On January 11, 2021 Andrew Coburn of Coburn Insurance Brokers had presented the proposed insurance renewal to the Council of the Township of Wellington North detailing current market conditions, and the reasons for the increased premium trend. Upon consumption of the presentation detail, Council had requested that additional information be provided regarding increasing deductible amounts, and the resulting impact on premium for the 2021 calendar year.

FINANCIAL CONSIDERATIONS

Based on the feedback provided by the Township's broker, and insurance carriers, the attached analysis has been compiled.

Based on the attached analysis, and surrounding market comparable detail, it is the recommendation of the Author that the Township entertain deductible increases in both the General Liability and Property segments to the deductible levels of \$50,000 from \$25,000 and seek to market the insurance portfolio for the 2022 renewal. Historical claim levels are low, and typically claims in these segments are either significant enough to warrant a high value claim or are addressed internally if below the deductible limit. By increasing deductible levels to \$50K, from \$25K the Township could save ~\$12,700 in premium – effectively reducing the year over year premium increase from 19% down to ~13%. It is the view of the author that the gains for the Township associated with the reduction in premium outweigh the risk associated with taking on additional deductible.

ATTACHMENTS

N/A

STRATEGIC PLAN 2019 – 2022

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

Yes

 No

 N/A

Which priority does this report support?

Modernization and Efficiency

 Partnerships
 Municipal Infrastructure

 Alignment and Integration

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

2021 Deductible Analysis

<u>Category</u>	<u>From</u>	<u>To</u>	<u>Initial Premium</u>	<u>Premium Reduction</u>	<u>Revised Premium</u>	<u>% Change</u>	<u># of incidents</u>	<u>Premium involved claims in last 5 years</u>
General Liability	25,000	50,000	106,965	5,348	101,617	5.0%	12	2
	25,000	75,000	106,965	9,413	97,552	8.8%		
	25,000	100,000	106,965	13,315	93,650	12.4%		
Property	25,000	50000	77,785	7,349	70,436	9.4%	2	0
	25,000	75000	77,785	12,249	65,536	15.7%		
	25,000	100000	77,785	17,149	60,636	22.0%		
Auto	5,000	10,000	31,850	3,044	28,806	9.6%	3	3
	5,000	25,000	31,850	5,103	26,747	16.0%		
	5,000	50,000	31,850	5,903	25,947	18.5%		

2021 INSURANCE PROGRAMME SUMMARY

	Town of Erin	Town of Minto	Twp. Center Wellington	Twp of Guelph/Eramosa	Twp. of Mapleton	Twp. of Puslinch	Twp. of Wellington-North	County of Wellington
2021 – % increase (overall)	TBD - April Renewal	Unknown-renewal not received	12%	21%	18%	Unknown-renewal not received	19%	10.2%
Name of: Insurer	JLT	Frank Cowan Company	Frank Cowan Company	Certain Underwriters at Lloyds under Contract	Frank Cowan Company	Various	Marsh	Frank Cowan
Insurance Broker	Marsh Canada	Brown Insurance Brokers	Ostic	BFL Canada	Jeremy Brown Brown Insurance Brokers	Marsh Canada	Coburn Insurance Brokers	Ostic Group
Insurance Claims Adjuster		George Thomson	Crawford Adjusters	Claims Pro	Intact Insurance Company	IPG	IPG (Generally)	Sedgwick
<u>General Liability</u>								
Limit	5,000,000	15,000,000	15,000,000	10,000,000	15,000,000 Per Claim No-Aggregate	5,000,000	5,000,000.00	15,000,000 Per Claim No-Aggregate
Deductible	20,000	10,000	25,000	25,000	15,000	25,000	25,000.00	50,000
<u>Excess General Liability</u> – (follow form)								
Limit	20,000,000	10,000,000	10,000,000	40,000,000	10,000,000	20,000,000	20,000,000 (umbrella - first layer), 25,000,000 (umbrella - second layer), 5,000,000 general (first layer), 25,000,000 (second Layer)	10,000,000
Deductible	20,000	10,000	n/a	25,000	Nil	Nil	25,000	50,000
Property Insurance - deductible	5,000	10,000	10,000	10,000	2,500	10,000	25,000	50,000
Auto Insurance - deductible	5,000	10,000	5,000	10,000	2,500	5,000	5,000	10,000
<u>Errors and Omissions Liability</u>								
Limit	5,000,000	25,000,000	15,000,000	10,000,000	\$15,000,000 Per Claim No-Aggregate	25,000,000	5,000,000	\$15,000,000 Per Claim No-Aggregate
Deductible	10,000	10,000	10,000	25,000	5,000	25,000	10,000	50,000
Aggregate	5,000,000	No Limit	No Aggregate	10,000,000	No Aggregate	No Aggregate	No Aggregate	No Aggregate
Insured Property Values + if Replacement cost (RC)/Actual Cash Value(ACV)	43,695,707	96,289,437- Replacement Cost	225,622,000	43,061,444	32,556,000	14,138,044 (RC)	58,230,598 (includes property / machinery)	451,276,900 (RC)
Insured Vehicle Values + if Replacement cost (RC)/Actual Cash Value (ACV)	1,746,479	Not tracked by vehicle. Replacement Cost for all vehicles 20 years and newer if we are the original purchaser. Fire Truckws >20 and <25 paid on actual price paid or Cash Value	10,305,000	8,707,543	4,966,345	Vehicle Values are not on file with Insurer (RC under 20 years, 25 for fire trucks)	Included in above	15,633,450 (RC)
<u>Cyber Insurance</u>								
Limit	2,000,000	2,000,000	2,000,000 (CFC)	3,000,000	NIL	NIL	2,000,000	2,000,000 - hst (CFC)
Deductible	10,000	10,000	10,000	25,000	NIL	NIL	25,000	50,000
<u>Environmental</u>								
Limit	2,500,000	3,000,000	2,000,000 per claim	5,000,000	\$2,000,000 per claim	5,000,000	2,500,000	3,000,000 per claim
Deductible	10,000	10,000	10,000	25,000	5,000	25,000	10,000	50,000
Aggregate	5,000,000	5,000,000	4,000,000	5,000,000	4,000,000	None	5,000,000	5,000,000
<u>Equipment Breakdown</u>								
Limit	5,000,000	50,000,000	50,000 per accident	50,000,000	50,000,000 Per accident	14,138,044	58,230,598	50,000,000 Per accident
Deductible	5,000	10,000	5,000	10,000	2,500	10,000	25,000	50,000 Direct Damage
Accident Coverage (Board/Volunteers) – Y/N	Y	Y	Yes - Council only	Y	y	N	Y	Y
<u>Conflict of Interest</u>								
Limit per claim	100,000	100,000	100,000 per claim	250,000	100,000 Per Claim	100,000	100,000	100,000 Per Claim
Aggregate	100,000	No Limit	No Aggregate	500,000	No Aggregate	No Aggregate	25,000	No Aggregate
<u>Legal Defense Cost</u>								
Limit	100,000	250,000	100,000	250,000	100,000	500,000	100,000	100,000
Aggregate	500,000	500,000	\$500,000	500,000	500,000	No Aggregate	500,000	500,000



WELLINGTON NORTH

SEMPER PORRO

Staff Report

To: Mayor and Members of Council Meeting of March 22, 2021

From: Matthew Aston, Director of Operations

Subject: OPS 2021-015 being a report on the Township's sewage allocation policy

RECOMMENDATION

THAT the Council of the Corporation of the Township of Wellington North receive Report OPS 2021-015 being a report on the Township's sewage allocation policy;

AND FURTHER THAT the Mayor and Clerk be authorized to sign the by-law for the sewage allocation policy at a future meeting of Council.

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

Report OPS 2019-008 being a report on the review of the draft sewage allocation policy

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

By-law 119-19 being a by-law to adopt a sewage allocation policy for the Township of Wellington North and repeal by-laws 27-1992 (Arthur Township) and 89-2005 and 90-2005

By-law number 035-20, being a by-law to amend By-law 119-19 being a by-law to adopt a Sewage Allocation Policy for the Township of Wellington North

BACKGROUND

The Council of Wellington North reviewed and considered a draft sewage allocation policy in August 2019 in anticipation of the completion of phase one of Arthur Wastewater Treatment Plant (Arthur WWTP) upgrade, which will establish an additional 395 units of sewage allocation for the former village of Arthur. After review, a bylaw authorizing a new sewage allocation policy was placed in force by Council in December 2019.

In March 2020, Council approved some minor amendments to the sewage allocation policy.

With this report, Township staff recommend some additional revisions to the sewage allocation policy, mainly:

- Changing the scope of this policy to apply to in-fill lots from three to twelve units;
- Removal of the following chart:

CURRENT DEVELOPMENT - ARTHUR						
DEVELOPMENT	LOCATION	SINGLES	SEMIS	TOWNS	APARTMENTS	TOTAL
Eastridge Landing PH 3	Schmidt St	37	38	28	0	103
Forest View Estates	Domville St	10	8	8	24	50
Seawaves Homes	Gordon St	0	0	37	0	37
TOTAL		47	46	73	24	190

as Council approved these units on January 11, 2021, and staff are currently working to enter agreements with these developers; and

- Other minor housekeeping changes to the policy and priority consideration form.

A few key components from the policy to highlight for Council-

2. Requests for sewage allocation units **will only be considered** by Council once the development has achieved draft plan approval or site plan agreement or subdivision agreement or development agreement or similar approvals.
5. Council will consider all requests received, **in a given year**, at a meeting of Council before the end of April each year evaluating each project's merit in light of the sewage allocation available.
6. Council will grant **up to 15% of the uncommitted sewage allocations per year** and the Building Department will be granted 20 units of the uncommitted sewage allocations, per system, per year for infill lots. Depending on infill lot activity the Building Department could request additional allocations from Council by staff report.

Staff acknowledge that sewage allocation is an important part of the development process which needs to be balanced with Council's vision of controlled future development.

Lastly, I would like to thank the Chief Administrative Officer, Chief Building Official, Manager, Environmental Services, and Development Clerk in their support of this report.

FINANCIAL CONSIDERATIONS

As per the approved budget (\$8,530,000) for phase one of the Arthur WWTP project (395 units), sewage allocation units are worth approximately \$21,500 per unit.

ATTACHMENTS

Schedule A – Draft Sewage Allocation Policy dated March 22, 2021.

STRATEGIC PLAN 2019 – 2022

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

Yes

No

N/A

Which priority does this report support?

- Modernization and Efficiency Partnerships
 Municipal Infrastructure Alignment and Integration

Prepared By: Matthew Aston, Director of Operations

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



7490 Sideroad 7 W, PO Box 125,
Kenilworth, ON N0G 2E0

www.wellington-north.com

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SEWAGE ALLOCATION POLICY

DEPARTMENT	Operations	POLICY NUMBER	012-19
EFFECTIVE DATE	2021-03-22	LEGISLATIVE AUTHORITY	Municipal Act, 2001
APPROVED BY:	BY-LAW OR RESOLUTION OR DEPARTMENT HEAD		

PURPOSE

Sewage allocation is an important, necessary, component of the development process in that it allows the Township to control and authorize connections to its sanitary collection systems, which convey sewage to its wastewater treatment facilities. The raw sewage input into wastewater treatment facilities heavily regulated by the Ministry of the Environment. The discharge from wastewater treatment facilities is returned to the environment, minimizing our footprint on nature, and ensuring sustainability.

As the Township's ability to treat wastewater is finite and valuable, it is important that Township Council and staff have an equitable, fair and transparent process to award sewage allocations, giving appropriate consideration to many important factors.

PREDECESSOR BY-LAWS

The Corporation of the Village of Arthur by-law number 27/92, a by-law to establish sewer allocation priorities in the Village of Arthur.

The Corporation of the Township of Wellington North by-law number 89-05, being a by-law to amend the Corporation of the Village of Arthur by-law number 27/92 which is a by-law to establish sewer allocation priorities in the geographic area of the former village of Arthur (Arthur).

The Corporation of the Township of Wellington North by-law number 90-05, being a by-law regulating the allocation of available sewage treatment capacity to allow development in the geographic area of the former Town of Mount Forest (Mount Forest).

The Corporation of the Township of Wellington North by-law number 119-19, being a by-law to adopt a sewage allocation policy for the Township of Wellington North and to repeal by-laws 27-1992 (Arthur Township) and 89-2005 and 90-2005.

The Corporation of the Township of Wellington North by-law number 035-20, being a by-law to amend By-law 119-19 being a by-law to adopt a Sewage Allocation Policy for the Township of Wellington North

DEFINITIONS

“Infill lot” means a development or building including an additional dwelling unit as defined in Zoning By-law 66-01, which will connect to existing municipal road, water, storm and sanitary infrastructure therefore making better use of this infrastructure. Furthermore an “infill lot” can be an existing lot or lot created by severance or part lot control exemption by-law.

“Sewage allocation” means sanitary sewer allotment for the purpose of this policy, typically specified as a “per unit” allotment.

SCOPE

Any development which meets all the following criteria shall require the allocation of sewage units pursuant to this policy:

- a. The development is proposed to be located within the serviced areas of the Township, as defined by the County Official Plan;
- b. The development is required or proposed to be serviced by means of connection to the Township’s sanitary collection systems;
- c. The development requires approval(s) under the Planning Act or Condominium Act other than a minor variance and/or removal of a Holding provision; and
- d. If the development consists of infill lots and the development requires more than twelve sanitary sewer allotments of capacity, as determined by the Township at their sole discretion.

PROCEDURE

1. Annual calculations will be undertaken by the Township in accordance with the Ministry of Environment Procedure: D-5-1: Calculating and Reporting Uncommitted Reserve Capacity at Sewage and Water Treatment Plants to determine the amount of sewage capacity

available for each wastewater treatment facility and will be reported to Township Council. This calculation will determine if there remains any uncommitted sewage allocation for each wastewater treatment facility. Township Council reserves the right to retain any sewage allocations it deems necessary.

2. Requests for sewage allocation units will only be considered by Council once the development has achieved draft plan approval or site plan agreement or subdivision agreement or development agreement or similar approvals.
3. A proponent shall file a request, in writing, with the Township Development Clerk, for consideration by Council as set-out in the application attached Schedule A. The guideline is that applications should be submitted approximately one year prior to construction.
4. Each request will be evaluated by staff against the criteria outlined in this policy, the details of which will be presented to Council in the form of a staff report.
5. Council will consider all requests received in a given year at a meeting of Council before the end of April each year evaluating each project's merit in light of the sewage allocation available.
6. Council will grant up to 15% of the uncommitted sewage allocations per year and the Building Department will be granted 20 units of the uncommitted sewage allocations, per system, per year for infill lots. Depending on infill lot activity the Building Department could request additional allocations from Council by staff report.
7. Following Council's approval, the proponent(s) must execute a sewage allocation agreement with the Township within four months of Council's resolution date.
8. Following the execution of the sewage allocation agreement the project or project phase will be deemed to have received a "provisional" sewage allocation.
9. Subject to the terms of the sewage allocation agreement, sewage units of proponents who do not meet the terms of the agreement will be returned to the general pool of available uncommitted sewage allocations.
10. Each sewage allocation agreement shall be drafted on a case by case basis to the satisfaction of the staff and Council. Subject to any special considerations, a sewage allocation agreement shall deal with the following matters, at a minimum:
 - a. The number of sewage allocations provisionally allocated to the proposed development;
 - b. The period of time for which capacity has been provisionally allocated;
 - c. Provisions for the expiry of provisional allocation of capacity;
 - d. Provisions for the extension of provisional allocation of capacity;
 - e. Any payments or works required by the Township in respect of the provisional allocation of capacity; and
 - f. Any other matters, conditions or limitations that staff, Council or the Town's professional advisors deem necessary.

11. Subject to the provisions of any sewage allocation agreement, the transfer of capacity shall not be permitted without the written consent of the Township. This restriction shall apply equally to capacity that has been provisionally allocated as to capacity that has been allocated finally.
12. Land zoned Industrial, Commercial or Institutional (ICI) do not require sewage allocations in order to obtain a building permit unless the development is considered "wet" by the Township. In cases where "wet" ICI development is proposed the proponent's Engineer must provide an analysis of expected sewage flows to the satisfaction of the Township for the purpose of assessing the amount of needed sewage allocation. Furthermore, "wet" ICI development will only be permitted if the appropriate amount of sewage allocation is available for commitment.

PRIORITY CONSIDERATIONS

Staff will use the following to evaluate each application towards providing a score for Council's consideration. That said, final allocation remains at Township Council's sole discretion.

Consideration	Available Points
Built Boundary (Arthur or Mount Forest)	
No	0
Yes	2
Central Intensification Corridor	
No	0
Yes	2
Ministry of Environmental Approvals (Environmental Compliance Approval)	
No	0
Yes or N/A	5
Capital Contribution by Developer	
No	0
Yes	5
Existing Sanitary Infrastructure	
Connects to Existing Sanitary Main	10
Minor Extension (<25m) to Existing Sanitary Main	5
Major Extension (>25m) to Existing Sanitary Main	3
Purpose Built Rental Housing	
No	0
Yes	5
Community Growth Plan (CGP)	
Non-Consistent	0
Consistent with Some of CGP	3
Consistent with Multiple Aspects of CGP	5
Unit Density - Project Meets Official Plan Density Targets	
No	0
Yes	3

Consistent with Municipal Servicing Standards and Servicing Master Plan	
No	0
Yes	2
Construction Starts in Next 18-Months	
Unlikely	0
Somewhat Likely	5
Very Likely	10
Developer Has Received Other Municipal Approvals	
Not Yet Applied	0
Applied But Not Yet Approved	3
Yes or N/A	5

SCHEDULE A

APPLICATION FOR SEWAGE ALLOCATION

DATE			
APPLICANT			
ADDRESS			
PHONE		EMAIL ADDRESS	

DEVELOPER			
ADDRESS			
HOME PHONE		EMAIL ADDRESS	

PROJECT NAME			
ROLL #			
STREET			
LEGAL DESCRIPTION			
# OF ALLOCATIONS			
PROJECT DESCRIPTION			

Applications will only be processed by staff if the applicant can answer "YES" to the following statement.

Project has a draft plan of subdivision, site plan agreement, development agreement, subdivision agreement or similar approvals.

- YES
- NO

Furthermore I / we wish Township Council to consider the following when evaluating this application:

- Project is located within the built boundary of Arthur or Mount Forest as described within the Township's Development Charges By-Law.
- Project is located within the central intensification corridor of Arthur or Mount Forest as described within the Township's Development Charges By-Law.
- Project has a Ministry of Environment Approvals (Environmental Compliance Certificate).

- Project will see a capital contribution for Municipal Infrastructure (roads, water, storm or sanitary).
- Project will utilize existing sanitary infrastructure.
- Project meets the unit density required by current planning policy.
- Project includes the building of purpose built rental.
- Project includes provisions that are consistent with the Township’s Community Growth Plan:
- Project design will be consistent with the Township’s Municipal Servicing Standards and Servicing Master Plan(s).
- Project will see construction commence within the next calendar year.

Proponent agrees that sewage allocations will be issued by Township Council, at their sole discretion, consistent with the process established by Policy 012-19. Furthermore, Township of Wellington North acknowledges that no policy can be completely exhaustive in dealing with all the factors regarding the servicing of any particular lot. In the event that there are factors that are not allowed for in this policy, as enunciated, application may be made to Council for consideration.

Personal information collected by the Township of Wellington North under the authority of the Municipal Act is for the purpose of administrating the Township’s sewage allocation distribution. Any questions can be directed to the Director of Legislative Services/Clerk at 519-848-3620 ext. 4227

SIGNATURE:

DATED:

PRINT NAME:



WELLINGTON NORTH
SEMPER PORRO

Staff Report

To: Mayor and Members of Council Meeting of March 22, 2021
From: Karren Wallace, Director of Legislative Services/Clerk
Subject: Report CLK 2021-010 Nuisance Coyotes

RECOMMENDATION

THAT Council of the Township of Wellington North receive CLK Report 2021-010 being a report on nuisance coyotes for information.

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

Resolution 2021-073

BACKGROUND

At the March 8, 2021 meeting of Council Resolution 2021-073 was passed directing staff to prepare a report on nuisance coyotes and methods in which to deal with them. The resolution was brought to Council by way of a Notice of Motion introduced by Councillor McCabe at the February 22nd meeting as a result of constituents contacting him with concerns.

The Ministry of Natural Resources and Forestry (MNRF) advises that in many cases conflicts can be prevented (see tips at <https://www.ontario.ca/page/prevent-conflicts-wildlife>). However, when prevention fails, the Fish and Wildlife Conservation Act provides that municipalities may pay licensed hunters or trappers to hunt or trap furbearing mammals within their municipal boundaries and on private property with the permission of the landowner. The municipality determines, through a by-law, the terms of any such arrangement, including the species of furbearing mammals, the hunters or trappers involved, the number of animals, and the locations and time periods that apply.

Compensation for hunters and trappers is also the responsibility of the municipality. Effective July 1, 2013, municipalities do not need authorization from MNRF to make these arrangements.

Any situation that impacts public safety should be referred to the local police as they are the authority to deal with these matters. Police can dispatch an animal if they deem it necessary to protect public safety.

This chart shows that most programs are run at the County or Upper Tier level. Some limit the number of kills per hunt, annual limit on payments and some only payout for coyotes that are harassing livestock.

MUNICIPALITY	UPPER LOWER	PER KILL	PER HUNT	MAX YEAR	LIVESTOCK
Gordon/Barrie Island	Lower	\$50.00		\$2,000.00	Yes
Assignack	Lower	\$50.00		\$2,000.00	
Bruce County	Upper	?	10	?	Yes
Dufferin County	Upper	\$50.00	10		
Huron County	Upper	\$100.00	10		Yes
Grey County	Upper	\$50.00			
NE Manitoulin & Islands	Lower	\$50.00		\$2,000.00	

Livestock Claims in Wellington North 2015-2020 (NOTE: of the 29 claims over the 5-year period, 16 were for one individual.)

2015	8
2016	9
2017	2
2018	6
2019	2
2020	2

There are varying opinions on the effectiveness of a bounty, however the opinions vary depending on the organization. The Ontario Federation of Anglers and Hunters supports a bounty, while Coyote Watch Canada is very much for conservation, so it is difficult to get a balanced view to present an unbiased report. Many articles make claims about experts and studies, however finding the source document is difficult.

Here are some considerations:

PRO	CON
It would show support for farmers and individuals who feel threatened by coyotes	Coyotes removed from an area are replaced by others.
May reduce the population temporarily	Coyotes are nocturnal and are difficult to shoot.
A bounty could only be conducted by a licensed trapper and hunter and must be done in a humane manner	Can lead to protests from environmental/animals rights groups.
	A reduction in coyotes can lead to an increase in rabbits, mice, etc. on which coyotes prey

If Council chooses to proceed with a by-law, considerations include the administration of the program; processing paperwork from the property owner and the licensed trapper(s), confirming proof of kill and payment of same. A budget would need to be determined.

Another option available would be to trap a nuisance coyote, however MNRF rules provide that captured wildlife must be released within 24 hours as close as possible within a kilometre from the capture site and in a similar habitat wherever possible. This would make it difficult to provide compensation for trappers.

Other options available include an education initiative directed at the residents of Wellington North through radio and newsprint ads, and social media outlining the suggestions from the MNRF.

Property owners, at any time, can make their own arrangements to manage coyotes on their property provided they meet the MNRF requirements:

- Outdoors Card
- Small Game Licence listed on your Licence Summary or on the back of your Outdoors Card
- Proof of firearm accreditation if you are hunting with a gun

FINANCIAL CONSIDERATIONS

There are no financial considerations in receiving this report.

ATTACHMENTS

Schedule A: MNRF fact sheet coyotes proofing your property

Schedule B: MNRF fact sheet encounters with coyotes

Schedule C: MNRF fact sheet wildlife and protecting your property

Schedule D: Submission by Sue Spahr and Sharon Spahr

STRATEGIC PLAN 2019 - 2022

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

Yes
 No
 N/A

Which priority does this report support?

Modernization and Efficiency
 Partnerships
 Municipal Infrastructure
 Alignment and Integration

Prepared By:

Karren Wallace, Director of Legislative Services/Clerk

Karren Wallace

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

Living with wildlife: Coyote-proofing your property



What you can do

People and wild animals live side by side in Ontario. Preventing a problem is a far better solution than dealing with wildlife after a conflict.

As a property owner, you have a role in making sure you are not attracting unwanted wildlife to your property.

Preventing encounters

Limit attractants:

- Keep pet food indoors.
- Use secure garbage containers with locking lids and store in an enclosed structure.
- Put garbage out the morning of a scheduled pickup.
- Use enclosed composting bins rather than exposed piles.
- Pick ripe fruit and seed from trees and remove fallen fruit from the ground.
- Protect vegetable gardens with heavy-duty garden fences or place vegetable plants in a greenhouse.

Discourage coyotes from entering your property:

- Clear away bushes and dense weeds near your home where coyotes may find cover and small animals.
- Use motion sensor lights.
- Close off spaces under porches, decks and sheds. Coyotes use these areas for denning and raising young.
- If you fence your property, install a two-meter-high fence that extends at least 20 centimeters underground as coyotes may dig under a barrier.

Keeping your pet safe:

- Do not leave small dogs unattended.
- Keep dogs inside at night.
- Keep your dog on a leash.
- Clean up after your dog – coyotes are attracted to dog feces.
- Carry a flashlight when walking your dog at night to scare off coyotes.

For more information and fact sheets on what you can do, visit

ontario.ca/livingwithwildlife

Living with wildlife: Encounters with Coyotes

People and wild animals live side by side in Ontario. As a landowner, you can prevent or address problem wildlife on your property.

Coyotes find their way to residential areas where they may tear open garbage, cause concern for residents and even come into conflict with pets.

Avoiding Coyote conflicts

Coyotes are usually wary of humans and avoid people whenever possible. However, they are wild animals and should not be approached.

People should never feed coyotes. Feeding them makes animals less fearful of humans and habituates them to foods provided by humans. Never attempt to “tame” a coyote.

Do not let pets chase coyotes as it could result in injuries to your pet.

**For more information
and fact sheets on what
you can do, visit**

ontario.ca/livingwithwildlife



What to do if you encounter a Coyote

Coyote sightings are commonplace. If you see a coyote, keep your distance and the animal will most likely avoid you.

**If you encounter an aggressive coyote,
there are several things you should know
and do:**

- Never approach or touch a coyote.
- Do not turn your back on, or run from, a coyote.
- Back away from the coyote while remaining calm.
- Stand tall, wave your hands and make lots of noise.
- Carry a flashlight at night to scare off coyotes.
- If a coyote poses an immediate threat or danger to public safety, call 911.

Living with wildlife:

Wildlife and protecting your property

What can you do?

People and wild animals live side by side in Ontario. As a landowner, you can prevent or address problem wildlife on your property.

Ontario's Fish and Wildlife Conservation Act sets out actions property owners can take to protect their property from wildlife damage.

You are allowed to harass, capture or kill wildlife that is causing damage, or about to cause damage, to your property (with the exception of some wildlife such as deer, moose, elk and species at risk, which requires authorization from the government). You must not cause unnecessary suffering to wildlife or use poison or adhesives. You must follow other relevant rules (e.g. federal firearms rules, municipal by-laws, trapping rules).

If you capture wildlife

If you capture wildlife, but don't kill it, within 24 hours of capture you must:

- Release wildlife as close as possible within a kilometer from the capture site and in similar habitat wherever possible.
- Deliver it to an authorized rehabilitation facility if injured, sick or orphaned.



No poisons and adhesives

You may not use poisons or adhesives to kill, capture or injure wildlife, including in protection of property. There is an exemption for licensed poisons for the removal of pests such as mice and rats.

You can use an agent

You may use a wildlife control agent to act on your behalf to carry out or assist with wildlife removal. The agent must have authorization from the Ministry of Natural Resources and Forestry or belong to a regulated class of agents (e.g. wildlife removal company, licensed trapper).

Checklist for hiring a wildlife control agent

What to do first

- Determine the service you require.

Finding an agent

- Ask friends, family or neighbours for recommendations.
- Do an Internet search for wildlife removal companies, or speak with your local Ministry of Natural Resources and Forestry district office.
- You can also find a licensed trapper by contacting the Ontario Fur Managers Federation at 705-254-3338 or furmanagers@gmail.com
- Set up a building inspection with the agent.
- Ask a lot of questions to get to know the agent and the type of services they provide.

Getting estimates and proposals

- Obtain various estimates; they should include a detailed description of the work to be done.

What should be in the contract?

- Your name, address and telephone
- Agent's name, address and telephone
- Description of the work being performed
- Costs
- Warranty information
- Start and completion date
- Signatures – after you have carefully reviewed the details
- Ask for references from past customers.



For more information and fact sheets on what you can do, visit

ontario.ca/livingwithwildlife

March 7, 2021

Attention:

Mayor Andrew Lennox; Karren Wallace, Director of Legislative Services/Clerk;

Michael Givens, CAO; Councillors Sherry Burke, Lisa Hern, Steve McCabe, Dan Yake

Subject: Coyotes

Dear Mayor Lennox, Ms. Wallace, Mr. Givens, and Councillors:

At the February 22, 2021 council meeting, Councillor McCabe requested that Staff be directed to prepare a report regarding a municipal program of hunting 'nuisance' coyotes on private property, and he suggested that an appropriate action may be to perform a cull.

We propose a long-term solution that is both sustainable and humane, and have attached resources to assist Mr. McCabe and his fellow councillors in implementing a sound coyote management plan. Please refer to the appended document, "The Case for a Humane Long-Term Coyote Management Plan", a summary of expert information (with backup citations).

Coyotes are an intelligent, adaptable, and family-oriented species who generally avoid humans. By encouraging respect, educating the community, and strategizing using science and common sense, humans and coyotes can coexist peacefully with minimal encounters.

Many feel coyotes should live "somewhere else" but, with their habitat being decimated and encroached upon by human activity, where else can they go? We all encounter 'nuisance' or problematic neighbours, but we cannot simply do away with others who annoy us. Coexistence is necessary and involves a bit of work on the part of everyone.

Aside from their inherent right to live a life free from human interference, coyotes also perform important ecosystem functions. Being a **keystone species**, meaning their presence or absence has a significant impact on the surrounding biological community, coyotes play a critical role in keeping natural areas healthy, and any removal in an unnatural way will disrupt the ecosystem and cause changes that will negatively impact other species.

At this time of year, there is an increase in coyote sightings (which may well be the reason residents have been voicing concern of late). This is normal seasonal behaviour. (see attached)

For a growing number of municipalities, the preferred method of dealing with coyotes is a forward-thinking humane model. The City of Guelph website notes coyotes are "*important predators in Southern Ontario*" and it offers tips for co-existing with them. The Town of Shelburne reads that "*...the Coyote population tends to gradually rise and fall through a regular cycle over a 5 to 10 year period.*" In 2019, Shelburne's coyote population peaked; the site now offers recommendations and tips. The Government of Ontario states: "*Preventing a problem is a far better solution than dealing with wildlife after a conflict. As a property owner, you have a role in making sure you are not attracting unwanted wildlife to your property.*"

Experts in the study of coyotes have found that a cull is the least effective method of managing the population in rural or urban settings and, in fact, has the opposite result of the intended goal

in the long term. The most effective way is a combination of preventive and deterrent measures, such as erecting coyote-proof fencing, removing garbage and loud noise. (more info attached)

Coyote Watch Canada, a non-profit organization that does work with municipalities to offer coyote solutions, says: ***The best approach is to "teach" the coyote in your neighbourhood how to behave around people and then live with the "educated" coyote.***

We ask that Council members, Staff, and the Mayor please review and consider this letter and the information attached. We respectfully request that you be progressive and science-based in your decision, and look to the long term when implementing a sound, well-thought-out, effective, non-lethal coyote management plan, similar to the successful model of the City of Niagara Falls. Any answers to queries you might have can be found at www.coyotewatchcanada.com.

We thank you for your kind consideration. Please feel free to reach out to us if you require any further assistance or clarification.

Sincerely,

Sue Spahr and Sharon Spahr

140 Queen Street West

Mount Forest, Ontario N0G 2L3

519-321-1556 / 416-219-6292

THE CASE FOR A HUMANE LONG-TERM COYOTE MANAGEMENT PLAN

GENERAL (See number 5 and 10 in Resources)

Coyotes are intelligent, social, curious, family-oriented, very adaptable animals. Although they have a reputation of being aggressive towards or even too friendly with humans, in reality they are fearful of us. They are often the subject of public misinformation, media sensationalism, and ignorance. Humans are lethal to coyotes, not the other way around: Research shows 50 to 70% of coyotes are killed before adulthood due to human activity (hunting, trapping, road collisions).

ISSUES WITH CULLING AND RELOCATING COYOTES (see number 16 and 17 in Resources)

Coexistence with coyotes is not only the humane approach, it's the only solution that works. Experts suggest when coyote populations are controlled aggressively, more food is available for the ones who remain, meaning a higher survival rate for pups, and lone coyotes move in to mate. Also, to compensate, coyotes breed more often and younger, leading to larger litters. Survival, reproduction, and immigration all increase, and the population quickly rebounds. Nature regulates itself. Culls are also cruel to the young coyotes left behind, who are prevented from learning the critical life skills necessary to survive (avoiding humans and hunting).

Although it may seem like a more humane alternative, relocating coyotes is most often a death sentence for these animals. If relocated, they will do almost anything to return home. Unfamiliar with their new terrain, they are often killed by cars. They can be injured or killed during territorial disputes with coyotes already established in the area they are released.

HABITAT DESTRUCTION (See number 7 and 8 in Resources)

The fragmentation of wild lands has forced coyotes to live in closer proximity to populated urban and developed rural areas. Many feel coyotes should live "somewhere else", but not only is their habitat being decimated and encroached upon by human activity, they are our wild neighbours and deserve to live in peace. Humans and animals reside on the same planet, therefore we must learn to get along. We all encounter 'nuisance' or problematic neighbours, co-workers, and family members in our everyday lives, but we cannot just simply do away with others who annoy us. Instead, coexistence is necessary and involves a bit of work on the part of everyone. Even farmers can live with them harmoniously.

ECOLOGICAL IMPORTANCE OF COYOTES (See number 14 and 15 in Resources)

Aside from their inherent right to live a life free from human interference, coyotes also perform important ecosystem functions. Being a **keystone species**, meaning their presence or absence has a significant impact on the surrounding biological community, coyotes play a critical role in keeping natural areas healthy. Healthy ecosystems benefit humans with clean water, natural pest control, disease regulation, etc., which then contributes to soil fertility, healthy fish and insect populations, etc. When predators are removed from food webs, the systems become unbalanced and unhealthy, triggering often-catastrophic alterations that are difficult to reverse.

SEASONAL INCREASE IN SIGHTINGS (see number 5 in Resources)

It is seasonal behaviour to be seeking out mates, breeding, and preparing dens for pups in January to February, babies born between March and July, and dispersal of young in the fall. While mothers are nursing, fathers are out hunting to feed his mate and babies. Both parents are protective and on high alert. All of which increases sightings.

ORPHANED PUPS AND BREAKING UP OF FAMILY UNITS DUE TO CULLING

Coyotes are devoted parents. The male co-parents and provides food for his mate while she nurses the pups in the den. It is critical to keep coyote families stable so they can defend their territory. Coyotes mate for life and alpha males have been observed leading solitary lives after the death of the alpha female mate. Depending on the time of year, there is the risk of killing pregnant/nursing females, males who are providing for their families, or orphaning pups.

SOLUTIONS

Coyote Watch Canada, a non-profit organization that does work with municipalities to offer coyote solutions, says: ***The best approach is to "teach" the coyote in your neighbourhood how to behave around people and then live with the "educated" coyote.*** A two-part program combining community education and discouraging coyotes through hazing (methods to deter animals and maintain their fear of humans) offers the best method for handling and preventing conflicts with coyotes and has already been a success in a number of communities. This can be accomplished through these methods:

- **wildlife-proof properties** (examples: erect coyote-proof fencing, remove food -- bird seed, garbage, dog food, use enclosed compost bins -- and dog feces, install motion-detection lights, play tape-recorded human sounds, never leave pets unsupervised, clear away dense brush **(see number 1, 3, 4, 5, 6, 7, 8, 12, 13 in Resources)**)
- **hazing** is key (examples: yell loud and wave arms, noisemakers (air horns, bang pots and pans), toss stones their way, spray water guns with vinegar, etc. ***It generally only takes one or two sessions and they won't return.*** **(see number 5, 20, 21 in Resources)**)
- **public education** **(see number 9, 10, 11 in Resources)**
- **implementation of wildlife do-not-feed by-law**
- **humane coyote management plan** (other communities across Ontario are now following the successful model in place for the City of Niagara Falls by drafting their very own Comprehensive Coyote Strategy Plan) **(see number 11, 19 in Resources)**

RESOURCES

1. Coyote Watch Canada - *Quick Tips: Wildlife Proofing*
<https://www.coyotewatchcanada.com/files/WildlifeProofingQuickTipsv11.pdf>
2. Coyote Watch Canada - *Five Essentials to Achieve Community Wildlife Resiliency*
<https://www.coyotewatchcanada.com/files/FiveEssentialsforCreatingWildlifeResilientCommunities2015.pdf>
3. Coyote Watch Canada – *Keeping Coyotes Away*
<https://www.coyotewatchcanada.com/files/CWCKEPPING-COYOTES-AWAY-BROCH01212.pdf>
4. Coyote Watch Canada – *Coexisting with Wildlife - Co-Existing with Wildlife*
<https://www.coyotewatchcanada.com/files/CWCCOEXIST-BROCH0121.pdf>
5. Coyote Watch Canada - *Coexisting with Coyotes*
<https://www.coyotewatchcanada.com/site/coexisting-with-coyotes>
6. Coyote Watch Canada – *For the Love of Leash!* (tips to keep pets safe)
<https://www.coyotewatchcanada.com/files/FortheLoveofLeash.pdf>
7. Coyote Watch Canada - *A Rancher's Guide: Coexistence Among People, Livestock, & Wolves* (also applies to coyotes)
<https://www.coyotewatchcanada.com/files/WolfAwarenessRanchersGuide2ndEd..pdf>
8. Coyote Watch Canada - *Farming in Harmony with Coyotes*
<https://www.coyotewatchcanada.com/site/farming-in-harmony>
9. Coyote Watch Canada - *Coyote Awareness Door Hanger*
<https://www.coyotewatchcanada.com/files/CWCDoorHangerMay122018.pdf>
10. Coyote Watch Canada - *Coyote FAQs* <https://www.coyotewatchcanada.com/site/coyote-faqs>
11. Niagara Escarpment Views (December 2014) - *Co-Existing with Coyotes*
<https://www.coyotewatchcanada.com/files/CoyoteWatchCanadaArticleNiagaraEscarpmentViewsDecember2014.pdf>
12. Government of Ontario (MNRF) - *Living With Wildlife: Coyote-Proofing Your Property*
<https://files.ontario.ca/mnrf-wild-proofing-your-property-coyotes-en-2020-06-18.pdf>
13. Government of Ontario (MNRF) - *Living With Wildlife: Encounters With Coyotes*
<https://files.ontario.ca/mnrf-encounters-coyotes-en-2020-06-18.pdf>
14. Sierra Club - *Ecological Role of Coyotes, Bears, Mountain Lions, and Wolves*
<https://www.sierraclub.org/sites/www.sierraclub.org/files/sce/rocky-mountain-chapter/Wolves-Resources/The%20Ecological%20Role%20of%20Coyotes,%20Bears,%20Mountain%20Lions,%20and%20Wolves.pdf>
15. Sustainable Man (VIDEO) - *How Wolves Change Rivers:*
<https://www.youtube.com/watch?v=ysa5OBhXz-Q>
16. Humane Society of the US - *Why Killing Coyotes Doesn't Work*
<https://www.humanesociety.org/resources/why-killing-coyotes-doesnt-work>
17. Humane Society of the US - *Solutions for Coyote Conflicts*
https://www.humanesociety.org/sites/default/files/docs/HSUS_Coyote_Solutions.pdf
18. Humane Society of the US - *Preventing Coyote Conflicts*
https://www.humanesociety.org/sites/default/files/docs/HSUS_Preventing_Coyote_Conflicts.pdf
19. Humane Society of the US - *Coyote Management Plan*
https://www.humanesociety.org/sites/default/files/docs/HSUS-Coyote-Mgt-Plan_2020.pdf
20. Humane Society of the US - *Coyote Hazing Guidelines*
<https://www.humanesociety.org/sites/default/files/docs/coyote-hazing-guidelines.pdf>
21. Humane Society of the US - *Coyote Hazing*
<https://www.humanesociety.org/resources/coyote-hazing>



FOR IMMEDIATE RELEASE
March 4, 2021

Perth-Wellington municipalities to receive nearly \$3 million in additional support

(Perth-Wellington) – The Government of Ontario is providing local municipalities with nearly \$2.5 million in new funding to address COVID-19-related operating costs, Perth-Wellington MPP Randy Pettapiece announced today.

Ontario is also providing additional support for municipal transit, to the tune of nearly \$500,000 for local municipalities that operate transit systems. This comes in addition to the \$2 billion previously committed by the Ontario and federal governments as part of the Safe Restart Agreement.

Taken together, the new funds amount to over \$2.9 million for Perth-Wellington.

“Municipalities continue to pay for the economic impact of COVID-19,” Pettapiece said. “I’m pleased to see our government continuing to support all the municipalities I represent.”

Total investment in municipalities across Perth-Wellington are as follows:

Municipality	New Municipal Funding	Safe Restart Transit Funding	Total Funding Announced
Township of Perth South	\$29,888.00		\$29,888.00
Township of Perth East	\$77,197.00	\$8,015.00	\$85,212.00
Town of St. Marys	\$99,494.00	\$9,808.00	\$109,302.00
Township of Mapleton	\$139,421.00		\$139,421.00
Municipality of North Perth	\$103,401.00	\$6,368.00	\$109,769.00
County of Perth	\$183,905.00		\$183,905.00
Town of Minto	\$154,603.00		\$154,603.00
Municipality of West Perth	\$66,239.00	\$3,375.00	\$69,614.00
Township of Wellington North	\$198,991.00		\$198,991.00
City of Stratford	\$453,523.00	\$464,178.00	\$917,701.00
County of Wellington	\$986,108.00		\$986,108.00
Total for municipalities in Perth-Wellington:	\$2,492,770.00	\$491,744.00	\$2,984,514.00

Steve Clark, Minister of Municipal Affairs and Housing, spoke about the need for support:

“Our government continues to adapt and respond to the COVID-19 pandemic as it evolves,” he said. “Our municipalities have been clear that they need ongoing operating funding in 2021, and it is important that we step up and provide that support so our municipal partners can continue to deliver the services Ontarians rely on each and every day.”

“We heard from municipalities and we are responding to their need for more support as COVID-19 continues to result in lost revenue and additional costs for transit systems,” said Caroline Mulroney, Minister of Transportation.

“Transit operators have done an incredible job keeping transit operating during this challenging time, and this support will help ensure there is reliable transportation for people can get to work or pick up essential items,” she added.

For more information regarding Ontario’s support for municipalities:

<https://news.ontario.ca/en/release/60538/ontario-provides-additional-support-for-municipalities-during-covid-19>

For more information regarding Ontario’s support for transit: <https://news.ontario.ca/en/release/60496/ontario-increases-support-for-transit-across-the-province>

-30-

Randy Pettapiece, MPP | 519-272-0660 | www.pettapiece.ca



COUNTY OF WELLINGTON

KIM COURTS
 DEPUTY CLERK
 T 519.837.2600 x 2930
 F 519.837.1909
 E kimc@wellington.ca

74 WOOLWICH STREET
 GUELPH, ONTARIO
 N1H 3T9

March 11, 2021

Sent via email: aknight@get.on.ca
Lisa.campion@erin.ca
kokane@centrewellington.ca
LWheeler@mapleton.ca
annilene@town.minto.on.ca
kwallace@wellington-north.com
gschwendinger@puslinch.ca

Wellington County
 Member Municipality Clerks
 Amanda Knight, Township of Guelph/Eramosa
 Lisa Campion, Town of Erin
 Kerri O'Kane, Township of Centre Wellington
 Larry Wheeler, Township of Mapleton
 Annilene McRobb, Town of Minto
 Karren Wallace, Township of Wellington North
 Glenn Schwendinger, Township of Puslinch

Good afternoon,

At its meeting held on March 11, 2021 the Wellington County Planning Committee approved the following recommendation:

That the Comments on Government's Proposal to Grow the Greenbelt Report be forwarded to the Minister of Municipal Affairs and Housing and member municipalities in Wellington County.

Please find enclosed the Comments on Government's Proposal to Grow the Greenbelt Report.

Should you have any questions, please contact Sarah Wilhelm, Manager of Policy Planning, at sarahw@wellington.ca.

Respectfully,

A handwritten signature in cursive script that reads "Kim Courts".

Kim Courts
 Deputy Clerk



COUNTY OF WELLINGTON

COMMITTEE REPORT

To: Chair and Members of the Planning Committee
From: Sarah Wilhelm, Manager of Policy Planning
 Aldo Salis, Director of Planning and Development
Date: Thursday, March 11, 2021
Subject: **Comments the Government's Proposal to Grow the Greenbelt**

1.0 Purpose

This report is in response to the Provincial Government's recent posting of a new proposal to expand the Greenbelt. The study area includes lands in Puslinch, Guelph/Eramosa and Erin. The deadline for comments is April 19, 2021 (see Environmental Registry of Ontario posting ERO 019-3136 for details).

2.0 Background

Since the Province established the Greenbelt Plan Area in 2005, planning staff has reported to Council on a number of Provincial consultations on expanding the Greenbelt and/or protecting the Paris Galt Moraine (which is part of the current Study Area):

Growing the Greenbelt (2008)

- consultation resulted in development of criteria to evaluate municipal requests to expand the Greenbelt Plan

Paris and Galt Moraines Legislative Review (2009)

- Inter-Ministry Committee concluded that "New Provincial policy or legislation is not required to protect the functions of the Paris and Galt Moraines at this time."¹

Protecting Water by Growing the Greenbelt (2018)

- at the time of launching the updated Greenbelt Plan, 2017, the Government committed to undertake a process to expand the Greenbelt on its outer edge
- in Wellington, the study area included Paris/Galt Moraines and Orangeville Moraine and potential Urban River Valleys associated with the Conestogo, Grand, Speed and Eramosa Rivers.
- commenting phase concluded March 7, 2018

Paris Galt Moraine Conservation Act (2019)

- Proposed legislation to establish a "Paris Galt Moraine Conservation Plan" (Bill 71)

In 2015, County Council addressed the question of whether the expansion of the Greenbelt was necessary and concluded that there was "no rationale for extending beyond the current boundary". The basis for that position was that adequate Provincial legislation and regulatory measures are in place to protect the natural heritage features and functions, including moraines, within and beyond the Greenbelt.

¹ Ministry of the Environment, EBR Review Response: Paris and Galt Moraines, April 2009

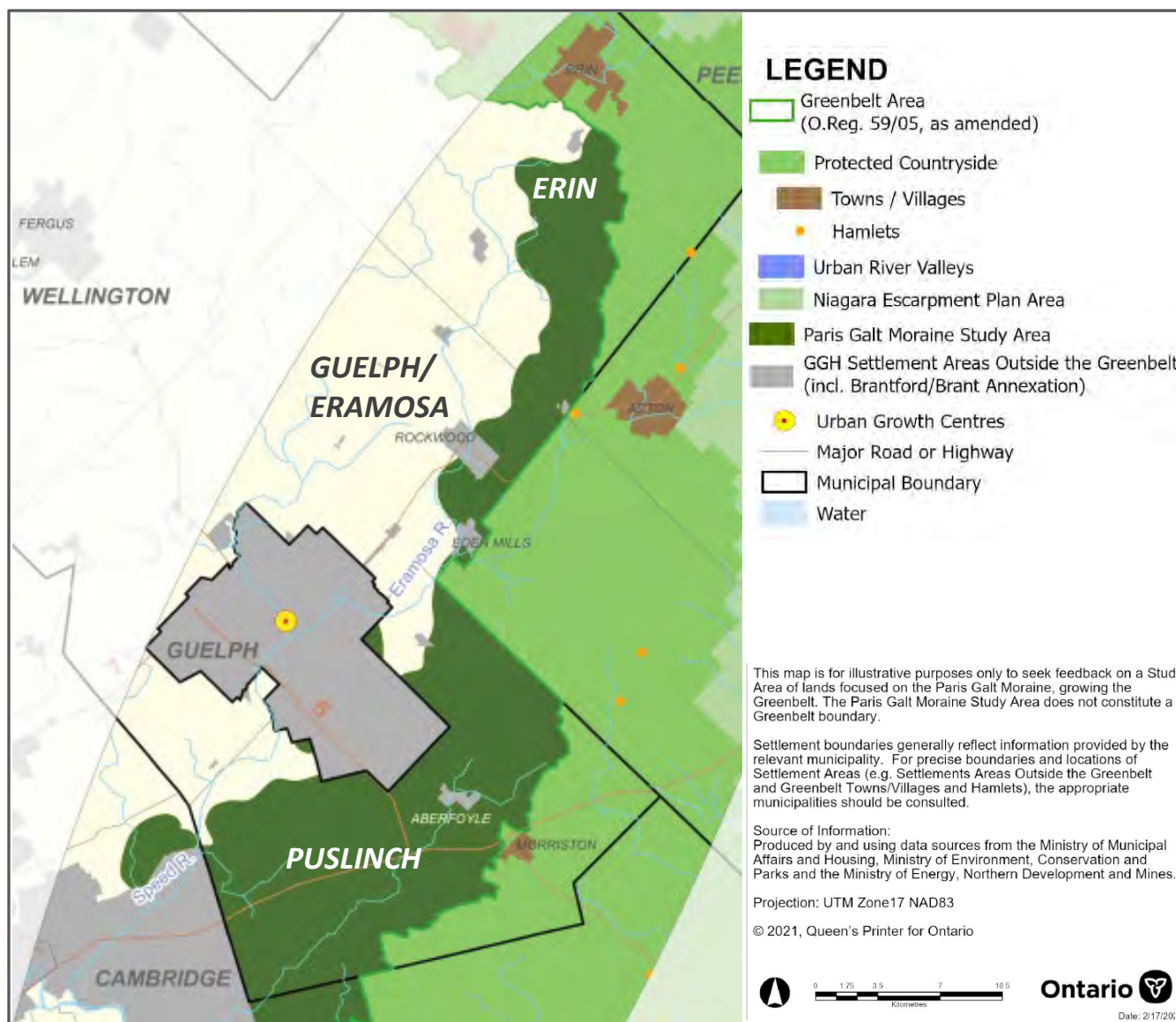
2.1 Details of Current Proposal

The Province states that the priority of the consultation is:

- a study area of lands focused on the Paris Galt Moraine (Appendix A); and
- ideas for adding, expanding and further protecting Urban River Valleys (Appendix B), including consideration of adding connections to the Paris Galt Moraine through the Speed and Eramosa Rivers in the urban areas of Guelph and Cambridge.

An excerpt of the Study Area for growing the Greenbelt in Wellington is shown below.

Figure 1 2021 Growing the Greenbelt Study Area – Paris Galt Moraine (excerpt)



The Province indicates that the maps are for discussion purposes and do not represent a proposed boundary at this time.

The Province has laid out the following principles for Greenbelt expansions:

1. Will not consider removal requests or land exchanges
2. Will not change existing Greenbelt policies
3. Lands to be considered for expansion must:
 - Support the objectives, vision and goals of the Greenbelt Plan
 - Follow the amendment process laid out in the Greenbelt Act, 2005
 - Connect physically and/or functionally to the current Greenbelt
 - Consider impacts on existing Provincial priorities in Provincial Policy Statement and Growth Plan for the Greater Golden Horseshoe

Staff addresses the discussion questions laid out in the proposal in section 6.0 of this report.

3.0 Wellington Context

The Paris Galt Moraine Study Area is approximately 15,000 ha (37,000 ac) in Puslinch, 2,200 ha (5,500 ac) in Guelph/Eramosa and 4,100 ha (10,000 ac) in Erin, for a total area in Wellington County of about 21,400 ha (52,000 ac)². The Study Area is mostly farmland with scattered small villages and hamlets. As a headwaters area, several rivers and their tributaries cross the landscape, which has varying amounts of natural cover. It also contains one of the largest mineral aggregate resource areas in Ontario.

Over half of the Study Area is designated for Agricultural uses and almost 40% is in the protected Greenlands System in the County Official Plan. Within the Urban System, the Study Area contains two designated Urban Centres: Aberfoyle in Puslinch, and part of Rockwood in Guelph/Eramosa. There are also three Hamlets: Crewson's Corners in Erin and Guelph/Eramosa, Eden Mills in Guelph/Eramosa, and Arkell in Puslinch. The Urban Centres and Hamlets only account for approximately 3% of the Study Area.

The City of Guelph and Cambridge are adjacent to Wellington and the Study Area. Under the Growth Plan for the Greater Golden Horseshoe (Growth Plan), Wellington County, Waterloo Region, and the City of Guelph are required to use a standard methodology to assess the quantity of land needed to accommodate forecasted growth. The location of any expansion, if needed, will be determined based on a series of criteria and studies that require the natural heritage system, key hydrological areas and prime agricultural areas to be avoided where possible. This analysis will form part of the larger municipal comprehensive review (MCR) which is subject to approval by the Province. We note that the City of Guelph's growth management strategy indicates that they have enough land to meet population and employment forecasts to 2051³.

The Provincial planning system in the Greater Golden Horseshoe is a complex array of legislation, regulations, policy and plans that often overlap, particularly with respect to water resources where Source Protection Plans and Conservation Authority Regulations also apply. In addition, Appendix C

² Total does not add up due to rounding.

³ Shaping Guelph – Employment Lands Strategy (January 7, 2021 email notice) & Housing Analysis and Strategy (February 22, 2021 email notice)

lists the groundwater measures put in place through decades of work by the Townships of Puslinch and Guelph/Eramosa and the County. In summary, these include the following:

- Groundwater monitoring
- Rural Water Quality Programme
- Groundwater studies
- Groundwater protection measures in Official Plan
- Risk Management Office
- Participation in Guelph / Guelph/Eramosa Tier 3 Study
- Protection of Paris and Galt Moraines in Official Plan
- Source Protection Plans in Official Plan
- Source Protection Plans in Zoning By-laws
- Expert advice on development applications

The strength in the above local protection is in the complementary nature of the various initiatives.

Figure 2 provides an example of existing mapped Official Plan and Growth Plan policy protection for natural heritage resources and areas, water resources and prime agricultural areas. Each map contains a different layer(s):

MAP 1 County Official Plan Greenlands System and Paris and Galt Moraine Policy Area

The County Official Plan Greenlands System identifies and protects areas including wetlands, environmentally sensitive areas, streams and valley lands, ponds, lakes and reservoirs, areas of natural and scientific interest, woodlands, fish and wildlife habitat, flood plains and hazardous lands, and threatened or endangered species.

Also pictured is the Paris and Galt Moraine Policy Area. The policies:

- Protect moraine processes and features in order to maintain and where possible restore and enhance groundwater and surface water resources; and
- Promote stewardship activities on the moraines that maintain, restore or enhance groundwater and surface water resources.

MAP 2 Provincial Natural Heritage System

This map identifies the Provincial Natural Heritage System for the Growth Plan and for the Greenbelt Plan.

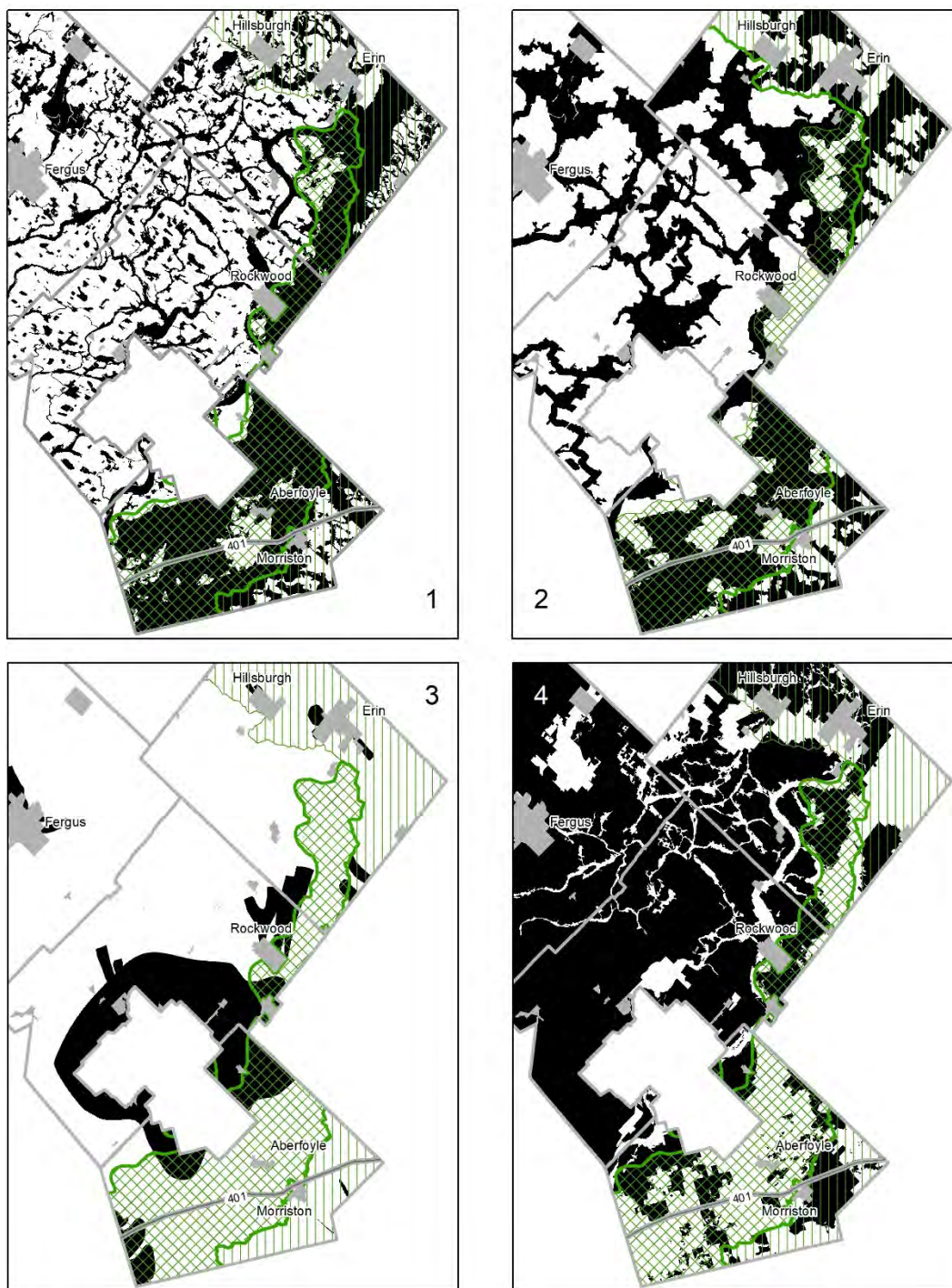
MAP 3 Key Water Resources Policies

Policies have been added to the County Official Plan to conform with the five Source Protection Plans in Wellington. Map 3 identifies the water quality wellhead protection areas.

MAP 4 Provincial Agricultural Land Base

This map identifies the Prime Agricultural Areas of the Agricultural Land Base issued by the Province. It does not reflect the Candidate Areas.

Figure 2 Sample of Provincial and Local Planning Policy Protections
 Natural Heritage, Water Resource and Prime Agricultural Areas



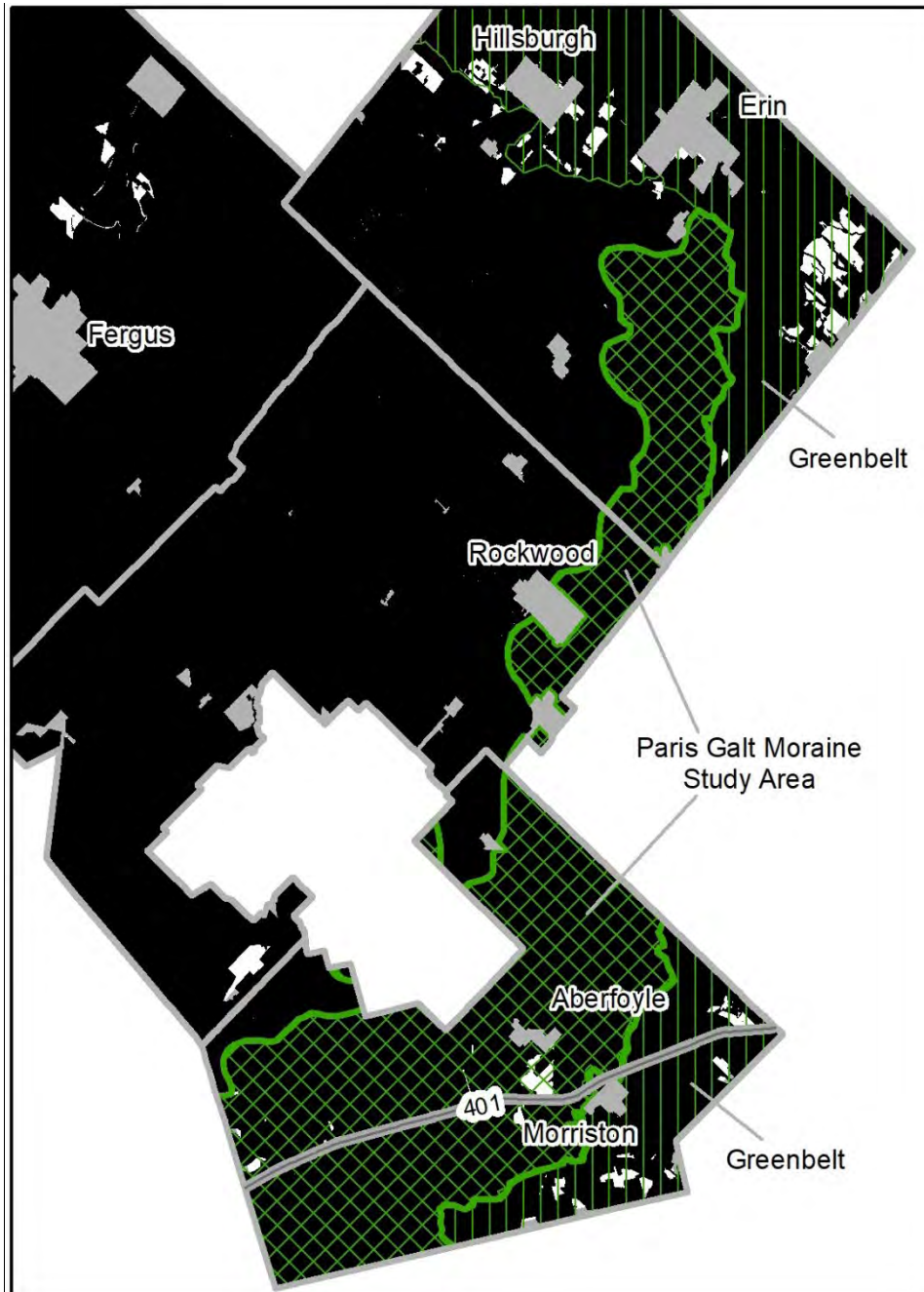
Legend

-  Paris Galt Moraine Study Area
-  Current Greenbelt Plan Area


- 1 County Official Plan Greenlands System and Paris Galt Moraine Policy Area
- 2 Provincial Natural Heritage System
- 3 County Official Plan Wellhead Protection Areas
- 4 Provincial Agricultural Land Base (Candidate Areas not shown)

Figure 3 provides an example of the type of overlap that occurs when we overlay the natural heritage resources and areas, water resources and prime agricultural areas contained in Figure 2.

Figure 3 Layering Effect of Provincial and Local Planning Policy Protections
 Natural Heritage, Water Resource and Agricultural Areas



Legend

-  Paris Galt Moraine Study Area
-  Current Greenbelt Plan Area

4.0 Implications of Greenbelt Expansion for Wellington County

The policies of the Greenbelt Plan and Growth Plan overlap, particularly with respect to natural heritage and water resources. At the same time, there are specific policy differences that would affect a range of development proposals if the Province expanded the Greenbelt. The summary table below highlights some of the policies that are unique to the Greenbelt.

INSIDE THE GREENBELT	OUTSIDE THE GREENBELT
Farm Split Consents	
<ul style="list-style-type: none"> 40 ha minimum lot size 	<ul style="list-style-type: none"> 35 ha minimum lot size in Official Plan
Surplus Farm Dwelling Consents	
<ul style="list-style-type: none"> Requires that the residence that is surplus to the farm operation existed before December 16, 2004 	<ul style="list-style-type: none"> Official Plan has no date requirement for the existing surplus residence
Second Units (now referred to as Additional Residential Units)	
<ul style="list-style-type: none"> Second units are not permitted in the Greenbelt Natural Heritage System 	<ul style="list-style-type: none"> Second units may be permitted in existing residences and ancillary buildings
Secondary Agricultural Area Consents	
<ul style="list-style-type: none"> Application of Provincial Agricultural Land Base and Natural Heritage System will constrain rural residential lot creation potential in Secondary Agricultural Areas Generally, to date, rural residential consent activity has occurred to a slightly lower degree 	<ul style="list-style-type: none"> Current Secondary Agricultural Areas in Official Plan apply until Provincial mapping is implemented in Official Plan
Official Plan Amendment to Re-designate Prime Agricultural Area for Non-Agricultural Uses (i.e. Official Plan Amendment to expand Rural Employment or Recreational Areas)	
<ul style="list-style-type: none"> This type of Official Plan Amendment is not permitted 	<ul style="list-style-type: none"> May be considered but must meet Provincial Policy Statement, Growth Plan and Official Plan policies
Urban Centre Expansion (if justified as a result of Growth Plan Municipal Comprehensive Review)	
<ul style="list-style-type: none"> Expansion required to be serviced by <i>existing</i> municipal water and wastewater systems Expansion into the Natural Heritage System is prohibited Expansions would also be limited, among other matters, to a 5% increase up to a maximum size of 10 ha, only 50% of which can be residential development 	<ul style="list-style-type: none"> Urban Centres outside the Greenbelt cannot expand into the Greenbelt Also applicable to neighbouring cities of Guelph and Cambridge
Hamlet Expansion	
<ul style="list-style-type: none"> Hamlet expansions are not permitted 	<ul style="list-style-type: none"> Hamlet expansions are limited, but may be considered in the Municipal Comprehensive Review
Mineral Aggregate Extraction	
<ul style="list-style-type: none"> Additional requirements for rehabilitation and maximum disturbed area Requires municipalities to apply Source Protection Plan and Subwatershed Plan policies 	

The permanent protection of Prime Agricultural Areas and prohibition of large urban expansions typically receive the most attention in discussions of Greenbelt expansion. It is worth noting from the above however, that there are policies unique to the Greenbelt Plan that either prohibit or make it more difficult to get approval for small-scale developments.

4.1 Agricultural Land Base

The Province established the Agricultural Land Base for the Greater Golden Horseshoe and Natural Heritage System for the Growth Plan in 2017. In the Growth Plan outside of the Greenbelt, Prime Agricultural Areas in Official Plans as of July 1, 2017 apply until Provincial mapping is implemented in Official Plans. As is required, Wellington will be refining Provincial mapping through the municipal comprehensive review. In the Greenbelt, however, the Provincial mapping of the Agricultural Land Base would be in effect prior to refinements.

4.2 Natural Heritage System

There are currently two Provincial Natural Heritage Systems (NHS): one for the Greenbelt and another for the Growth Plan. Wellington will be refining Provincial mapping outside of the Greenbelt through the municipal comprehensive review. The Greenbelt NHS has been incorporated into the County Official Plan. It is unclear at this time, what the implications of growing the Greenbelt might have for implementing the Growth Plan NHS.

5.0 Criteria for Growing the Greenbelt

As noted earlier in this report, over ten years ago the Province consulted on and published criteria to use to evaluate municipal requests to grow the Greenbelt (*Growing the Greenbelt*, August 2008, Ministry of Municipal Affairs and Housing). In our view, these criteria should apply to the Provincial proposal. In particular, we note criterion #5 requires that the request “complements the Growth Plan for the Greater Golden Horseshoe” including that the proposed area for expansion:

“cannot impede the implementation of the Growth Plan. The municipality must demonstrate how the expansion area supports the goals, objectives and targets of both the Greenbelt Plan and the Growth Plan...”

One of the guiding principles of the Growth Plan is to “Provide for different approaches to manage growth that recognize the diversity of communities in the GGH.” The designated Urban Centres and Hamlets in Wellington vary in size, diversity and intensity of uses. This is evident between the three municipalities impacted by the expansion proposal, but particularly in Puslinch. As proposed, almost the entire Township Puslinch would be covered by the current Greenbelt Area and the expanded Greenbelt Study Area. The settlement hierarchy consists of two small Urban Centres and one Hamlet. The population of Aberfoyle is just over 300 people and Arkell is much smaller. Puslinch is the only Township in Wellington County without a municipal water and/or wastewater system. Adding (or surrounding) the Urban Centre of Aberfoyle and the Hamlet of Arkell would eliminate the potential for limited expansion or minor rounding out (if justified by the MCR land needs assessment).

Puslinch is a small but stable community and the Greenbelt will not support its long-term viability by creating fixed, permanent boundaries for all of its settlement areas.

6.0 Consultation Question Responses

Question	Response
<p>1. What are your thoughts on the initial focus of the Study Area of the Paris Galt Moraine?</p>	<p>The Paris and Galt Moraine Policy Area was added to the County Official Plan through the 5-Year Review Amendment (OPA 81) and approved by the Province in 2014.</p> <p>In 2015, County Council addressed the question of whether the expansion of the Greenbelt was necessary and concluded that there was “no rationale for extending beyond the current boundary”.</p>
<p>2. What are the considerations in moving from a Study Area to a more defined boundary of the Paris Galt Moraine?</p>	<p>It is our view that adequate provincial legislation and regulatory measures are in place in Wellington to protect the natural heritage features and functions, including moraines, within and beyond the Greenbelt.</p>
<p>3. What are your thoughts on the initial focus of adding, expanding and further protecting Urban River Valleys?</p>	<p>We note that the policy would only apply to publicly owned lands and that urban river valleys are already connected to the rural landscape by the existing overlap of the Provincial Policy Statement, Growth Plan, Official Plans, Zoning By-laws and Conservation Authority Regulations.</p>
<p>4. Do you have suggestions for other potential areas to grow the Greenbelt?</p>	<p>It is our view that those water resource matters that are subject to the <i>Planning Act</i> are adequately addressed by the overlap of the Provincial Policy Statement, Growth Plan, Official Plans, Source Protection Plans, and Conservation Authority Regulations.</p>
<p>5. How should we balance or prioritize any potential Greenbelt expansion with the other provincial priorities mentioned?</p>	<p>The Province should defer to the Official Plan as amended through the Growth Plan municipal comprehensive review, which includes completion of land needs assessment using Provincial methodology, urban structure, and refinements to the Natural Heritage System and Agricultural Land Base.</p>
<p>6. Are there other priorities that should be considered?</p>	<p>The Province should consider the potential for Greenbelt expansion to have unintended outcomes related to:</p> <p>The potential to reduce the ability of farmers to get approval for small scale development proposals such as farm splits, surplus farm dwelling consents, or additional residential units; and/or</p> <p>The potential to limit minor rounding out of Hamlets and limited expansions to Urban Centres (if justified through land needs assessment) which will help sustain our stable rural communities.</p>

7.0 Impact on County Official Plan Review

The Government’s proposal states that the Study Area does not represent a proposed boundary at this time, but later indicates that “Greenbelt expansion needs to be considered in the context of these growth management exercises by municipalities.”

The County and its consultants have invested considerable time and effort in the growth management work required as part of the municipal comprehensive review. We have experienced delays to respond to a new Growth Plan (2019) and Amendment 1 (2020), Provincial Policy Statement (2020) and guidance documents. While the Province has shown flexibility by supporting phased approaches to MCR conformity, they have not adjusted a conformity deadline that was set five years ago. We cannot afford further delays.

8.0 Conclusion

The County of Wellington agrees that the Paris Galt Moraines are unique landforms worthy of protection, which is why we used existing *Planning Act* provisions to incorporate special policies in our Official Plan in 2014.

The proposal to expand the Greenbelt does not include any technical rationale to contradict the Ministry of the Environment’s 2009 position that no new Provincial policy or legislation is required to protect the functions of the Paris Galt Moraine.

There is no major growth anticipated in the Study Area that warrants Greenbelt Plan protection and there are undesirable outcomes that would limit options for agricultural areas and impact the stability of rural communities in Wellington.

The County has been, and continues to be, consistent in its position that there is no rationale for expanding the Greenbelt. There are adequate Provincial legislation, regulations, plans and policies; and local plans, policies and measures in place.

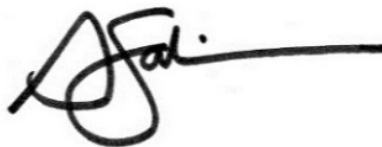
Recommendations

That the report “Comments on Government’s Proposal to Grow the Greenbelt” be forwarded to the Minister of Municipal Affairs and Housing and member municipalities in Wellington County.

Respectfully submitted,



Sarah Wilhelm, MCIP, RPP
Manager of Policy Planning

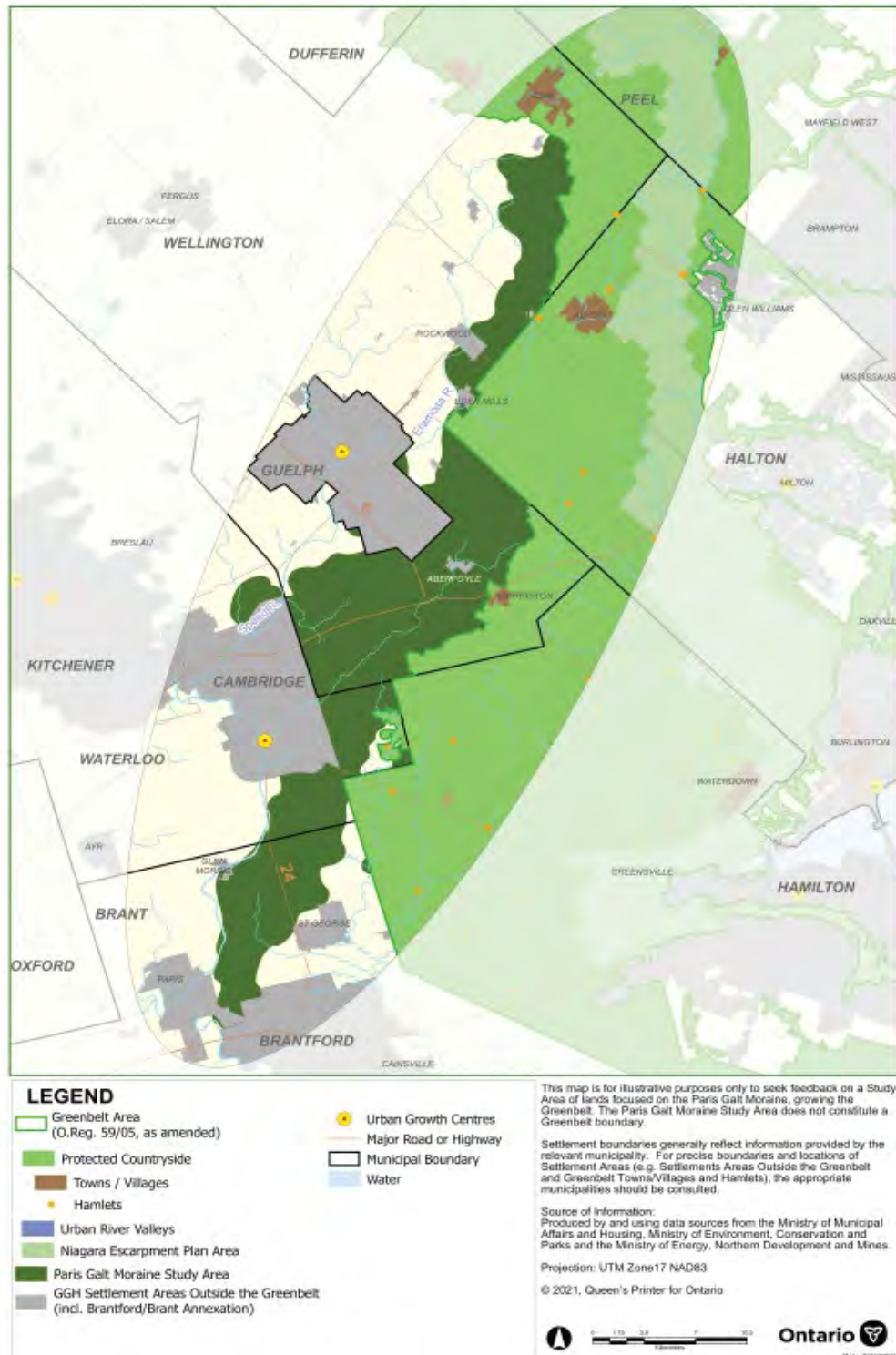


Aldo L. Salis, MCIP, RPP
Director of Planning and Development

- Appendix A Growing the Greenbelt Study Area – Paris Galt Moraine
- Appendix B Greenbelt Area – Urban River Valleys
- Appendix C Local Groundwater Protection Measures

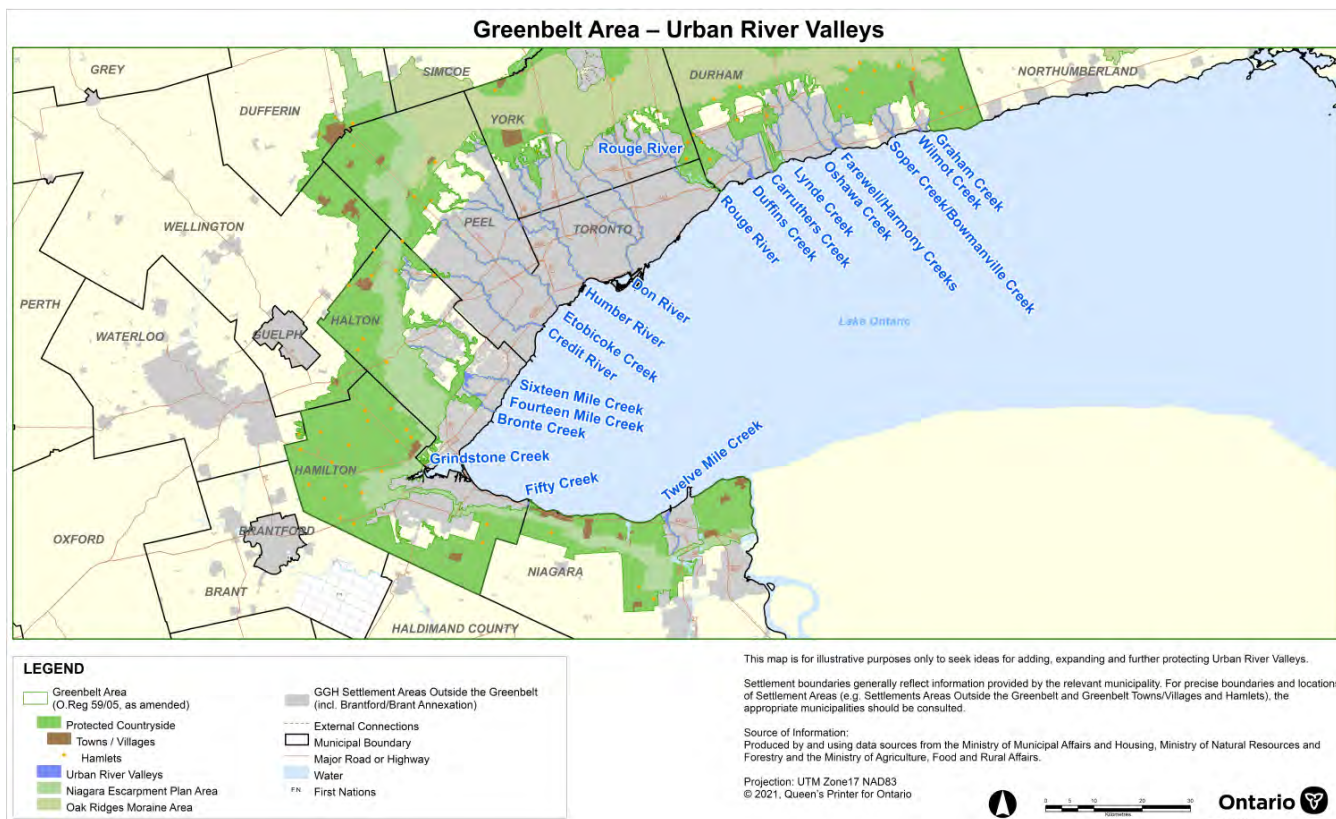
APPENDIX A Growing the Greenbelt Study Area – Paris Galt Moraine
 ERO Posting 019-3136

Growing the Greenbelt Study Area – Paris Galt Moraine



APPENDIX B Greenbelt Area – Urban River Valleys

ERO Posting 019-3136



APPENDIX C Groundwater Protection Measures

Guelph/Eramosa Township, Township of Puslinch, County of Wellington

The following is a list of groundwater protection measures put in place by Guelph/Eramosa Township, Township of Puslinch and the County of Wellington.

Groundwater Monitoring

Since 1994, the Township of Puslinch operates an ambient groundwater monitoring network to collect data on water quality and quantity. This network of sixteen monitoring wells are installed at various depths including within the Paris and Galt Moraines, Aberfoyle Outwash Deposits, and the Guelph and Gasport Bedrock Formations. This program provides the Township with quarterly groundwater levels and annual groundwater quality and is used to evaluate impacts from major water takings in the Township including those from neighbouring municipal wells for Cambridge and Guelph.

Municipal Supply Systems in Guelph/Eramosa

The Township of Guelph/Eramosa operates two groundwater municipal supply systems: Rockwood and Hamilton Drive. These systems are operated in accordance with their Municipal Drinking Water License and all applicable legislation including the *Safe Drinking Water Act*, *Clean Water Act*, *Environmental Assessment Act* and *Ontario Water Resources Act*. This includes operation, review, groundwater monitoring, sampling and oversight by licensed water operators, Professional Engineers and Professional Geoscientists. The Township's groundwater monitoring program provides water quality and quantity data to ensure compliance with the regulatory requirements including ensuring the protection of the groundwater resource.

Rural Water Quality Programme

Since 1999, the County of Wellington funds the Rural Water Quality Programme that is administered by our local Conservation Authorities on the County's behalf. The Rural Water Quality Programme encourages farmers and rural residents to carry-out various projects that improve groundwater quality and since inception has completed over 1,650 projects including domestic well upgrades, manure, fuel, chemical and fertilizer storage, wash-water treatment and many more projects. The County's funding commitment is approximately \$400,000 per year.

Groundwater Studies

In the early 2000's, both Townships completed groundwater studies as part of a provincial program designed to benchmark the understanding of the groundwater resource and to inform the creation of the source protection program and the *Clean Water Act*. This culminated in 2006 with the County groundwater study that incorporated the results of the Township level studies and proposed a new County of Wellington Official Plan framework for groundwater protection.

APPENDIX C Groundwater Protection Measures (continued)

Groundwater Protection Measures in Official Plan

In 2008, the County of Wellington approved an Official Plan amendment that incorporated the groundwater protection measures recommended in the County groundwater study. These measures provided protection of the groundwater resource seven to eight years ahead of the approval of the Source Protection Plans. The measures include a risk based approach to reviewing development applications and spill response/chemical management plans and other requirements to ensure new developments did not impact the groundwater. Included in this amendment were wellhead protection areas for existing, non-municipal, residential communities in the Township of Puslinch. This protection that exceeds the current source protection or *Clean Water Act* requirements which is only focused on the protection of municipal water supplies.

Risk Management Office

Beginning in 2013, the Townships, the County and the other Townships and Towns within Wellington established a shared Risk Management Office to deliver the source protection program and enforce the *Clean Water Act* for all the municipalities within Wellington County. Wellington Source Water Protection is a shared, municipal program that is funded by the County, Townships and Towns in Wellington. This program protects the 14 drinking water systems of the municipalities of the County as well as municipal drinking water systems for four neighbouring municipalities including protecting, approximately, 50% of the City of Guelph's water supply.

Participation in Guelph / Guelph/Eramosa Tier 3 Study

Since 2014, the Townships and County have participated in the Guelph / Guelph/Eramosa Tier 3 Study. This project is still continuing and will result in the establishment of water quantity policies in the applicable Source Protection Plans to protect Guelph/Eramosa Township's and the City of Guelph's municipal supplies. This project has included technical and scientific studies, policy development and stakeholder consultation as well as collaboration between all the municipalities and agencies involved to protect the shared groundwater resource. Township and County staff are members on this project team along with City of Guelph staff.

Protection of Paris and Galt Moraines in Official Plan

In 2014, the County of Wellington approved an Official Plan amendment to protect the Paris and Galt Moraines through policy area mapping and applicable policies. This is partly in recognition of the important role that the Paris - Galt Moraines in Guelph/Eramosa Township and the Township of Puslinch have on regional groundwater resources.

APPENDIX C Groundwater Protection Measures (continued)

Source Protection Plans in Official Plan

In 2016, the County of Wellington approved an Official Plan amendment to incorporate the five Source Protection Plans within the County Official Plan. The County of Wellington Official Plan is the local Official Plan for both Townships. This conformity exercise is a legal requirement and the County was one of the first municipalities in the Province to complete this amendment. Included in this amendment was the establishment of additional protections that exceed the current source protection or *Clean Water Act* requirements.

Source Protection Plans in Zoning By-laws

In 2017, both Townships approved amendments to their Zoning By-laws to incorporate the Source Protection Plans. These conformity exercises are also legal requirements and the Townships were among the first municipalities in the Province to complete these amendments.

Expert Advice on Development Applications

Additionally, the Townships and the County routinely retain Professional Engineers and Professional Geoscientists to provide expert advice on development applications, proposed provincial approvals such as Permits to Take Water or *Aggregate Resources Act* approvals, Class Environmental Assessments and Water Supply Master Plans.



FOR IMMEDIATE RELEASE

'Board Leadership – Community Gain' **Local nonprofits and charities welcoming new Board Members.**

Guelph, Ontario | March 17, 2021 |

"The community benefit sector provides vital supports that contribute to the health and well-being of communities and is powered by a valuable volunteer human resource" says Kim Cusimano, Executive Director, PIN – The People and Information Network.

"Coaching your children's sports team, driving your Mom for her cancer appointments, Meals on Wheels for your grandfather, supporting food insecurity, accessing health services and housing, engaging in faith, arts and culture and more; nonprofits and charities are woven into our lives." says Cusimano

Volunteer involvement is key to community and to meeting the mission of nonprofits and charities, including the leadership of the Board of Directors.

The Board of Directors has key functions including ensuring the purpose of the organization is achieved; maintain, preserve, and develop the organization through governance and management of the organization's resources and to develop strategic priorities that sets policy, direction and decisions.

"To assist an organization to achieve their mission through Board leadership is an immense gain for community" says Cusimano, "and a meaningful experience for an individual."

Board Leadership is also a growth and development opportunity for young professionals. Now welcoming participants for the 5th season of the Young Professionals on Board program, the aim of this program is to connect young professionals with established leaders in our community by providing core training and matching them with a local Board of Directors. PIN seeks to build capacity in the next generation of leaders who will be invested in community while sharing their professional skills and expertise.

Now, more than ever, nonprofits need strong, skilled, strategic Boards to lead their organization into the future.

Local nonprofits and charities are welcoming new Board Members; volunteers with expertise, lived experience and leadership. PIN acts as a hub of volunteer engagement and currently hosts a number of opportunities to volunteer on a local Board of Directors including Hospice Wellington, Up and Running Guelph, Family and Children's Services Guelph Wellington and Bereaved Families of Ontario – Midwestern Region.

In addition to assisting with recruitment and training of Board Members, PIN is piloting a Community of Practice for Chairs and Vice Chairs of Boards. "An opportunity to connect to learn from each other, explore and build collaborations" says Cusimano, "there is great benefit in developing stronger relationships in the Community Benefit Sector, PIN is pleased to provide this connection."

Learn more about Board of Director volunteer opportunities, Young Professionals on Board program and Board Community of Practice at PINnetwork.ca.

- **ENDS** -

Contact:

Kim Cusimano
Executive Director
PIN - The People and Information Network
kim@PINnetwork.ca
55 Wyndham St. N., Suite 4A
Guelph, Ontario N1H 7T8

PIN, The People and Information Network

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



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

BY-LAW NUMBER 029-21

**BEING A BY-LAW TO AUTHORIZE THE SALE OF REAL
PROPERTY BEING PART LOT 32, CONC 1, BEING PARTS 1 AND
2, 61R-21920 TOWNSHIP OF 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 LOT 32 CON 1 DIV 3 NORMANBY, PT 6 60R2397 LYING EAST OF PT 1 61R10476 EXCEPT PTS 1 & 2, 61R6639, PTS 1 & 2, 61R6948, PT 2, 61R7988, PT 1, 61R9374, PTS 1 & 2, 61R10178, PT 1, 61R10813 & PT 1, 61R10824 & PT 1, 61R11985; TOWNSHIP OF WELLINGTON NORTH being Parts 1 and 2, 61R-21920.

Part of PIN: 71072-0119 (LT)

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 Arbro Excavating 2001 Ltd. 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 23RD DAY OF MARCH, 2021.**

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

**AGREEMENT OF PURCHASE AND SALE (the “Agreement” or “APS”)
this 23rd day of March, 2021.**

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

(the “Vendor”)

-and-

ARBRO EXCAVATING 2001 LTD.

(the “Purchaser”)

WHEREAS the Vendor is the owner, in fee simple, of the lands and premises known municipally as 241 Industrial Drive, Mount Forest, Ontario and described in Schedule “A” (the “Property”);

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

**SECTION I
GENERAL**

1. The Purchaser agrees to purchase the Property and the Vendor agrees to sell the Property according to the terms of this Agreement.
2. In consideration of the agreement referred to in the preceding paragraph, the Purchaser shall pay a total Purchase Price of Twenty-Nine Thousand Two Hundred Fifty Dollars (\$29,250) to the Vendor. The Purchase Price shall be paid as follows:
 - (a) One Thousand Dollars (\$1,000) is payable by the Purchaser by certified cheque upon execution of this Agreement, 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 Agreement is not completed through no fault of the Purchaser, the deposit shall be returned to the Purchaser; and
 - (b) The balance of the Purchase Price, subject to adjustments, shall be paid to the Solicitor for the Vendor on the Completion Date, by certified cheque.

**SECTION II
PURCHASE OF PROPERTY**

3. Deed
 - (a) The Vendor agrees to deed or transfer the Property to the Purchaser subject to the terms of this Agreement.
4. Completion Date
 - (a) The closing of this transaction shall be April 2, 2021 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 Purchaser other than as provided in this APS. The Vendor acknowledges that it has the right and authority to sell the Property.
5. 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 agreement will be null and void and the deposit returned without interest or deduction.

6. Documents, Reports and Information

- (a) The Vendor will produce and deliver to the Purchaser within ten (10) days of the execution of the APS any documents, reports or information in its possession in respect to the Property. The Purchaser agrees to return all of the above documentation to the Vendor if this transaction is not completed.

**SECTION III
CONDITIONS, REPRESENTATIONS AND WARRANTIES**

7. “As Is” Condition

- (a) The Purchaser acknowledges that it is acquiring the Property in an “as is” condition and that it must satisfy itself within ten (10) 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 Purchaser’s proposed use of the Property. The Purchaser acknowledges 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 Purchaser agrees 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 Purchaser is 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 Agreement shall be terminated and the deposit shall be returned to the Purchaser without interest or deduction. If the Vendor is notified that the condition of the Property is not satisfactory, then the Purchaser shall, prior to receiving its deposit monies back and prior to being entitled to a full release from the Vendor with respect to this Agreement, restore the Property to its original condition as it existed prior to such testing or inspection by the Purchaser, at the Purchaser’s sole expense. If the Purchaser fails 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 Purchaser.

8. Investigation by the Purchaser

- (a) The Purchaser acknowledges having inspected the Property prior to executing the 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.

9. Future Use

- (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 Agreement.

10. Development Covenants and Restrictions

- (a) The Property shall be subject to the development covenants and restrictions more particularly set out in Schedule “B” 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 Agreement 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 Agreement. 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 Agreement.

11. Property Not for Resale

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

**SECTION IV
PRIOR TO COMPLETION DATE**

12. 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 acceptance hereof and the Completion Date at reasonable times and upon reasonable notice to the Vendor.

13. 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**

14. Deed

- (a) The Deed or Transfer of the Property will be prepared at the expense of the Purchaser in a form acceptable to the solicitors for the Purchaser and the Purchaser will pay all Land Transfer Tax, Harmonized Sales Tax, surveying and other costs in connection with the registration of it.

15. 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.

16. Survey or Reference Plan
 - (a) The parties acknowledge that a Reference Plan shall be registered on title and will be used to provide a registrable description of the Property.
17. Letters and Reports from Officials of the Vendor
 - (a) On or before the requisition date, the Vendor agrees to provide to the Purchaser, 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.
18. 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 ten (10) 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.
19. 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.
20. 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.
21. 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.

22. 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**

23. Entire Agreement

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

24. 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.

25. Time of Essence

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

26. Planning Act

- (a) This Agreement 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.

27. Notices

- (a) All notices in this Agreement 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 address:

Solicitors for the Vendor:

Kraemer LLP
ATTENTION: Patrick J. Kraemer
904 – 50 Queen St. N.
Kitchener ON N2H 6P4
Phone: (519) 954-1965
Fax: (519) 954-1966
Email: patrick@kraemerllp.com

Solicitors for the Purchaser:

Woods, Clemens, Fletcher & Cronin Professional Corporation
ATTENTION: Marylou Fletcher
9 Memorial Ave
Elmira, ON N3B-2Z6
Phone: (519) 669-5101 Ext. 233
Fax: (519) 741-8060
Email: jenna@woodsclemens.ca

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.

28. 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. The Purchaser is released from all liability hereunder, if it assigns its interest in this APS. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

29. Schedules

- (a) The following Schedules shall form an integral part of this Agreement:
 - (i) Schedule "A" Description of Property
 - (ii) Schedule "B" Development Covenants

30. Acceptance by Fax or Email

- (a) The Purchaser and Vendor acknowledge and agree that the communication of this Agreement of Purchase and Sale may be transmitted by way of facsimile or electronic

mail, and that they agree to accept such signatures and documents to be legal and binding upon them.

31. Counterparts

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

32. Severability

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

-----the remainder of this page left intentionally blank-----

IN WITNESS WHEREOF the parties have executed this Agreement.

**The Corporation of the Township of
Wellington North**

Andrew Lennox
Mayor

Karren Wallace
Clerk

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

Arbro Excavating 2001 Ltd.

Per:

Name: William E. Arthur

Title: President

I have authority to bind the Corporation.

SCHEDULE "A"
LEGAL DESCRIPTION OF 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:

Part of:

PT LOT 32 CON 1 DIV 3 NORMANBY, PT 6 60R2397 LYING EAST OF PT 1 61R10476 EXCEPT PTS 1 & 2, 61R6639, PTS 1 & 2, 61R6948, PT 2, 61R7988, PT 1, 61R9374, PTS 1 & 2, 61R10178, PT 1, 61R10813 & PT 1, 61R10824 & PT 1, 61R11985; TOWNSHIP OF WELLINGTON NORTH **being Parts 1 and 2, 61R-21920.**

Part of PIN: 71072-0119 (LT)

**SCHEDULE “B”
DEVELOPMENT COVENANTS**

1. Title Control

- (a) The owner or owners of the property (the “Owner”) upon which these development covenants attach (the “Property”) covenants and agrees that it may not use the Property for its intended use of commercial/industrial building approximately 2,500 ft² and may not retain ownership of the Property unless the Owner has constructed a building for such use including obtaining a building permit for a permanent building with a minimum building area of 2,500 ft². The Owner further covenants and agrees to commence construction of a permanent building on the Property which complies with the permitted uses of the Property’s zoning on or before December 31, 2021 and to substantially complete the construction of the said building in conformity with an approved site plan within eighteen (18) months from the Completion Date of this transaction.
- (b) In the event that the Owner has not obtained a building permit in accordance with the provisions of subclause 1.a) above, the Owner may request from The Corporation of the Township of Wellington North (the “Township of Wellington North”), in writing, an extension of the time specified in subclause 1.a) above up to a maximum extension period of six (6) months, (such extension, the “Extended Time”) upon payment by the Owner to the Township of Wellington North 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 Owner, without interest, upon the Owner’s compliance with and completion of the provisions of subclause 1.a) above within the Extended Time. In the event that the Owner fails to complete construction within the Extended Time, then the Township of Wellington North 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 of Wellington North’s damages.
- (c) If the Owner does not comply with the provisions of subclause 1.a) above within the periods therein specifically set out or within the Extended Time, the Owner, will, at the option of the Township of Wellington North by notice in writing to the Owner, re-convey good title to the Property to the Township of Wellington North, free and clear of all encumbrances, in consideration for payment by the Township of Wellington North to the Owner of 90% of the purchase price paid by the Owner to the Township of Wellington North 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 of Wellington North 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 of Wellington North to the Owner, as well as the costs of the Township of Wellington North 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 of Wellington North. The Township of Wellington North shall not be required to pay for any improvements that may have been made, constructed, installed or performed by the Owner on the Property.
- (d) Subject to subclause 1.c) above, the Owner 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 of Wellington North for consideration equal to or less than the consideration paid by the Owner to the Township of Wellington North in the original conveyance of the Property less the costs of the Township of Wellington North 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 of Wellington North, provided however that the Owner 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 of Wellington North may require. The Township of Wellington North shall have ninety (90) days from the receipt of an offer made by the Owner under this subclause, to accept such offer which acceptance shall be in writing. If the Township of Wellington North does not accept an offer to sell made by the Owner under the provisions of this subclause, the Township of Wellington North'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 Owner fulfilling all of the building requirements as set out in subclauses 1.a) and 1.b) above.

2. Township of Wellington North Option on Vacant Portion of Land

- (a) The Township of Wellington North shall have the option to repurchase such vacant portion of the Property not used by the Owner for the construction of an initial building thereon provided such land is not reasonably ancillary to the Owner's use and occupation of the said building. The option shall be exercisable by the Township of Wellington North for consideration equal to the per square foot consideration paid by the Owner to the Township of Wellington North in the original conveyance of the Property, less the costs of the Township of Wellington North incurred in re-acquiring the subject portion of 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 of Wellington North.

3. Occupation of Building

- (a) If the Owner or a lessee thereof fails to 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 Owner shall pay to the Township of Wellington North as liquidated damages, quarterly amounts equal to the difference in Property tax between what is being paid by the Owner as Property tax for the Property when deemed vacant land and what would be paid as Property tax by the Owner for the Property if the building was occupied. If any such payment is not duly remitted by the Owner, interest shall be calculated on the balance owing in the same manner and shall be paid at the same rate to the Township of Wellington North as interest is calculated and paid to the Township of Wellington North on unpaid taxes.
- (b) In the event that the Owner or the Owner's lessee has not occupied the building in accordance with the provisions of subclause 3.a) above, the Owner may request, in writing, that the Township of Wellington North extend the time for occupation of the building for a maximum period of 6 months, which request the Township of Wellington North shall review and may approve in its sole and absolute discretion. Additional Extensions can be granted at the option of the Township of Wellington North, upon written request from the Owner prior to the expiry of any prior extensions granted by the Township of Wellington North.

4. Assignment of Covenants

- (a) The Owner acknowledges and agrees that the covenants and restrictions herein shall run with the title to the Property. The Owner, for itself, its 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 the agreement of purchase and sale between the Owner and the Township of Wellington North and that the Owner 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.

5. Force Majeure

- (a) If the Owner 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 of Wellington North or any of its employees, or due to strikes, walkouts, lockouts, fire, unusual delay by common carriers, or by any other cause beyond the Owner's reasonable control, then the time for fulfilling any such obligations shall be extended for such reasonable time as may be required by the Owner to fulfill such obligation.

6. Right to Waive

- (a) Notwithstanding anything herein contained, the Township of Wellington North 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 Owner or notice to or approval from the owners of any other adjacent or nearby lands.

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

BY-LAW NUMBER 030-21

**BEING A BY-LAW TO AUTHORIZE THE SALE OF REAL
PROPERTY BEING PART LOT 32, CONC 1, BEING PARTS 3 AND
4, 61R-21920 TOWNSHIP OF 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 LOT 32 CON 1 DIV 3 NORMANBY, PT 6 60R2397 LYING EAST OF PT 1 61R10476 EXCEPT PTS 1 & 2, 61R6639, PTS 1 & 2, 61R6948, PT 2, 61R7988, PT 1, 61R9374, PTS 1 & 2, 61R10178, PT 1, 61R10813 & PT 1, 61R10824 & PT 1, 61R11985; TOWNSHIP OF WELLINGTON NORTH being Parts 3 and 4, 61R-21920.

Part of PIN: 71072-0119 (LT)

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 Arbro Excavating 2001 Ltd. 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 23RD DAY OF MARCH, 2021.**

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

**AGREEMENT OF PURCHASE AND SALE (the “Agreement” or “APS”)
this 23rd day of March, 2021.**

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

(the “Vendor”)

-and-

ARBRO EXCAVATING 2001 LTD.

(the “Purchaser”)

WHEREAS the Vendor is the owner, in fee simple, of the lands and premises known municipally as 245 Industrial Drive, Mount Forest, Ontario and described in Schedule “A” (the “Property”);

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

**SECTION I
GENERAL**

1. The Purchaser agrees to purchase the Property and the Vendor agrees to sell the Property according to the terms of this Agreement.
2. In consideration of the agreement referred to in the preceding paragraph, the Purchaser shall pay a total Purchase Price of Twenty-Eight Thousand Five Hundred Dollars (\$28,500) to the Vendor. The Purchase Price shall be paid as follows:
 - (a) One Thousand Dollars (\$1,000) is payable by the Purchaser by certified cheque upon execution of this Agreement, 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 Agreement is not completed through no fault of the Purchaser, the deposit shall be returned to the Purchaser; and
 - (b) The balance of the Purchase Price, subject to adjustments, shall be paid to the Solicitor for the Vendor on the Completion Date, by certified cheque.

**SECTION II
PURCHASE OF PROPERTY**

3. Deed
 - (a) The Vendor agrees to deed or transfer the Property to the Purchaser subject to the terms of this Agreement.
4. Completion Date
 - (a) The closing of this transaction shall be April 2, 2021 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 Purchaser other than as provided in this APS. The Vendor acknowledges that it has the right and authority to sell the Property.
5. 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 agreement will be null and void and the deposit returned without interest or deduction.

6. Documents, Reports and Information

- (a) The Vendor will produce and deliver to the Purchaser within ten (10) days of the execution of the APS any documents, reports or information in its possession in respect to the Property. The Purchaser agrees to return all of the above documentation to the Vendor if this transaction is not completed.

**SECTION III
CONDITIONS, REPRESENTATIONS AND WARRANTIES**

7. “As Is” Condition

- (a) The Purchaser acknowledges that it is acquiring the Property in an “as is” condition and that it must satisfy itself within ten (10) 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 Purchaser’s proposed use of the Property. The Purchaser acknowledges 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 Purchaser agrees 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 Purchaser is 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 Agreement shall be terminated and the deposit shall be returned to the Purchaser without interest or deduction. If the Vendor is notified that the condition of the Property is not satisfactory, then the Purchaser shall, prior to receiving its deposit monies back and prior to being entitled to a full release from the Vendor with respect to this Agreement, restore the Property to its original condition as it existed prior to such testing or inspection by the Purchaser, at the Purchaser’s sole expense. If the Purchaser fails 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 Purchaser.

8. Investigation by the Purchaser

- (a) The Purchaser acknowledges having inspected the Property prior to executing the 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.

9. Future Use

- (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 Agreement.

10. Development Covenants and Restrictions

- (a) The Property shall be subject to the development covenants and restrictions more particularly set out in Schedule “B” 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 Agreement 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 Agreement. 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 Agreement.

11. Property Not for Resale

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

**SECTION IV
PRIOR TO COMPLETION DATE**

12. 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 acceptance hereof and the Completion Date at reasonable times and upon reasonable notice to the Vendor.

13. 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**

14. Deed

- (a) The Deed or Transfer of the Property will be prepared at the expense of the Purchaser in a form acceptable to the solicitors for the Purchaser and the Purchaser will pay all Land Transfer Tax, Harmonized Sales Tax, surveying and other costs in connection with the registration of it.

15. 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.

16. Survey or Reference Plan
 - (a) The parties acknowledge that a Reference Plan shall be registered on title and will be used to provide a registrable description of the Property.
17. Letters and Reports from Officials of the Vendor
 - (a) On or before the requisition date, the Vendor agrees to provide to the Purchaser, 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.
18. 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 ten (10) 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.
19. 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.
20. 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.
21. 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.

22. 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**

23. Entire Agreement

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

24. 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.

25. Time of Essence

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

26. Planning Act

- (a) This Agreement 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.

27. Notices

- (a) All notices in this Agreement 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 address:

Solicitors for the Vendor:

Kraemer LLP
ATTENTION: Patrick J. Kraemer
904 – 50 Queen St. N.
Kitchener ON N2H 6P4
Phone: (519) 954-1965
Fax: (519) 954-1966
Email: patrick@kraemerllp.com

Solicitors for the Purchaser:

Woods, Clemens, Fletcher & Cronin Professional Corporation
ATTENTION: Marylou Fletcher
9 Memorial Ave
Elmira, ON N3B-2Z6
Phone: (519) 669-5101 Ext. 233
Fax: (519) 741-8060
Email: jenna@woodsclemens.ca

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.

28. 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. The Purchaser is released from all liability hereunder, if it assigns its interest in this APS. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

29. Schedules

- (a) The following Schedules shall form an integral part of this Agreement:
 - (i) Schedule "A" Description of Property
 - (ii) Schedule "B" Development Covenants

30. Acceptance by Fax or Email

- (a) The Purchaser and Vendor acknowledge and agree that the communication of this Agreement of Purchase and Sale may be transmitted by way of facsimile or electronic

mail, and that they agree to accept such signatures and documents to be legal and binding upon them.

31. Counterparts

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

32. Severability

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

-----the remainder of this page left intentionally blank-----

IN WITNESS WHEREOF the parties have executed this Agreement.

**The Corporation of the Township of
Wellington North**

Andrew Lennox
Mayor

Karren Wallace
Clerk

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

Arbro Excavating 2001 Ltd.

Per:

Name: William E. Arthur

Title: President

I have authority to bind the Corporation.

SCHEDULE "A"
LEGAL DESCRIPTION OF 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:

Part of:

PT LOT 32 CON 1 DIV 3 NORMANBY, PT 6 60R2397 LYING EAST OF PT 1 61R10476 EXCEPT PTS 1 & 2, 61R6639, PTS 1 & 2, 61R6948, PT 2, 61R7988, PT 1, 61R9374, PTS 1 & 2, 61R10178, PT 1, 61R10813 & PT 1, 61R10824 & PT 1, 61R11985; TOWNSHIP OF WELLINGTON NORTH **being Parts 3 and 4, 61R-21920.**

Part of PIN: 71072-0119 (LT)

**SCHEDULE “B”
DEVELOPMENT COVENANTS**

1. Title Control

- (a) The owner or owners of the property (the “Owner”) upon which these development covenants attach (the “Property”) covenants and agrees that it may not use the Property for its intended use of commercial/industrial building approximately 2,500 ft² and may not retain ownership of the Property unless the Owner has constructed a building for such use including obtaining a building permit for a permanent building with a minimum building area of 2,500 ft². The Owner further covenants and agrees to commence construction of a permanent building on the Property which complies with the permitted uses of the Property’s zoning on or before December 31, 2022 and to substantially complete the construction of the said building in conformity with an approved site plan within thirty (30) months from the Completion Date of this transaction.
- (b) In the event that the Owner has not obtained a building permit in accordance with the provisions of subclause 1.a) above, the Owner may request from The Corporation of the Township of Wellington North (the “Township of Wellington North”), in writing, an extension of the time specified in subclause 1.a) above up to a maximum extension period of six (6) months, (such extension, the “Extended Time”) upon payment by the Owner to the Township of Wellington North 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 Owner, without interest, upon the Owner’s compliance with and completion of the provisions of subclause 1.a) above within the Extended Time. In the event that the Owner fails to complete construction within the Extended Time, then the Township of Wellington North 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 of Wellington North’s damages.
- (c) If the Owner does not comply with the provisions of subclause 1.a) above within the periods therein specifically set out or within the Extended Time, the Owner, will, at the option of the Township of Wellington North by notice in writing to the Owner, re-convey good title to the Property to the Township of Wellington North, free and clear of all encumbrances, in consideration for payment by the Township of Wellington North to the Owner of 90% of the purchase price paid by the Owner to the Township of Wellington North 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 of Wellington North 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 of Wellington North to the Owner, as well as the costs of the Township of Wellington North 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 of Wellington North. The Township of Wellington North shall not be required to pay for any improvements that may have been made, constructed, installed or performed by the Owner on the Property.
- (d) Subject to subclause 1.c) above, the Owner 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 of Wellington North for consideration equal to or less than the consideration paid by the Owner to the Township of Wellington North in the original conveyance of the Property less the costs of the Township of Wellington North 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 of Wellington North, provided however that the Owner 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 of Wellington North may require. The Township of Wellington North shall have ninety (90) days from the receipt of an offer made by the Owner under this subclause, to accept such offer which acceptance shall be in writing. If the Township of Wellington North does not accept an offer to sell made by the Owner under the provisions of this subclause, the Township of Wellington North'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 Owner fulfilling all of the building requirements as set out in subclauses 1.a) and 1.b) above.

2. Township of Wellington North Option on Vacant Portion of Land

- (a) The Township of Wellington North shall have the option to repurchase such vacant portion of the Property not used by the Owner for the construction of an initial building thereon provided such land is not reasonably ancillary to the Owner's use and occupation of the said building. The option shall be exercisable by the Township of Wellington North for consideration equal to the per square foot consideration paid by the Owner to the Township of Wellington North in the original conveyance of the Property, less the costs of the Township of Wellington North incurred in re-acquiring the subject portion of 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 of Wellington North.

3. Occupation of Building

- (a) If the Owner or a lessee thereof fails to 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 Owner shall pay to the Township of Wellington North as liquidated damages, quarterly amounts equal to the difference in Property tax between what is being paid by the Owner as Property tax for the Property when deemed vacant land and what would be paid as Property tax by the Owner for the Property if the building was occupied. If any such payment is not duly remitted by the Owner, interest shall be calculated on the balance owing in the same manner and shall be paid at the same rate to the Township of Wellington North as interest is calculated and paid to the Township of Wellington North on unpaid taxes.
- (b) In the event that the Owner or the Owner's lessee has not occupied the building in accordance with the provisions of subclause 3.a) above, the Owner may request, in writing, that the Township of Wellington North extend the time for occupation of the building for a maximum period of 6 months, which request the Township of Wellington North shall review and may approve in its sole and absolute discretion. Additional Extensions can be granted at the option of the Township of Wellington North, upon written request from the Owner prior to the expiry of any prior extensions granted by the Township of Wellington North.

4. Assignment of Covenants

- (a) The Owner acknowledges and agrees that the covenants and restrictions herein shall run with the title to the Property. The Owner, for itself, its 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 the agreement of purchase and sale between the Owner and the Township of Wellington North and that the Owner 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.

5. Force Majeure

- (a) If the Owner 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 of Wellington North or any of its employees, or due to strikes, walkouts, lockouts, fire, unusual delay by common carriers, or by any other cause beyond the Owner's reasonable control, then the time for fulfilling any such obligations shall be extended for such reasonable time as may be required by the Owner to fulfill such obligation.

6. Right to Waive

- (a) Notwithstanding anything herein contained, the Township of Wellington North 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 Owner or notice to or approval from the owners of any other adjacent or nearby lands.

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

BY-LAW NUMBER 031-21

**BEING A BY-LAW TO AUTHORIZE A SEWER ALLOCATION
AGREEMENT WITH 2073022 ONTARIO INC.**

WHEREAS 2073022 ONTARIO INC. is the registered Owner

WHEREAS it is deemed expedient to enter into an Agreement with 2073022 Ontario Inc. on the following lands:

LOTS 118, 119, 120 & 121, PTS LTS 110 TO 113, 122, 169 & 170, PT LORNE AVENUE CLOSED BY BY-LAW NO. 85-06 REGISTERED AS WC154205 AND PT 16.5 FOOT RESERVE SOUTH OF LORNE AVENUE, CHADWICK AND ANDERSON'S SURVEY PL 120, AND PT LOT 1 CONCESSION 1 WEST LUTHER BEING PTS 3 & 4, 61R10568; S/T EASEMENT OVER PT 3, 61R10568 AS IN DN18520 (RON103898); TOWNSHIP OF WELLINGTON NORTH
PIN: 71104-0573

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

1. The Corporation shall enter into a Sewer Allocation Agreement with 2073022 Ontario Inc. in the form, or substantially the same for as the draft Agreement attached hereto as Schedule 1.
2. The Mayor and the Clerk of the Corporation are hereby authorized and directed to sign the By-law to enter into the Agreement on behalf of the Corporation

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 22nd DAY OF MARCH, 2021.**

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

SEWAGE ALLOCATION AGREEMENT

THIS AGREEMENT made this 22nd day of March, 2021.

B E T W E E N:

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

(the “Township”)

- and -

2073022 ONTARIO INC.

(the “Owner”)

WHEREAS:

- A. The Owner is the owner of the lands described in Schedule “A” (the “Owner’s Lands”);
- B. The County of Wellington Planning and Land Division Committee has approved Phase 3 of the Eastridge Landing subdivision pursuant to the County of Wellington Notice of Draft Approval dated April 5, 2016 (the “Development Lands”) subject to the conditions of approval;
- C. The Owner is ready to proceed with the development of the Development Lands and has filed a request with the Township for 103 sewage allocation units pursuant to the Township’s Sewage Allocation Policy;
- D. The Township has passed a resolution approving the 103 sewage allocation units and requires the Owner to enter into this agreement pursuant to the Township’s Sewage Allocation Policy; and,
- E. The Township requires the allocation to be allotted over time to achieve controlled growth in the Township whereby the 103 sewage allocation units will be released over 36 months including 35 units within 12 months, 34 additional units within 24 months, and 34 additional units within 36 months of this agreement.

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

1. Approval.

- (i) Upon the registration of the subdivision agreement, the Township shall grant provisional approval to the Owner for 103 sewage allocation units for the Development Lands allocated over the following time periods:
 - a. 35 units within 12 months of execution of this agreement;
 - b. 34 additional units within 24 months of execution of this agreement; and,
 - c. 34 additional units within 36 months of execution of this agreement.

- (ii) The provisional allocation is granted for a period of thirty (36) months from the date of this agreement, expiring on February 29, 2024 (the “Expiry Date”).
 - (iii) Any sewage allocation units not completed by the Expiry Date shall lapse and be returned to the general pool of available uncommitted sewage allocations. No further building permits may be issued after the Expiry Date until such time as the Owner has obtained an extension or further sewage allocation.
2. **Acknowledgment of Owner.** The Owner acknowledges that:
- (i) the Township is not obligated to extend the Expiry Date or to grant further provisional sewage allocation units for the Development Lands or any future phases of the development;
 - (ii) the Township may approve sewage allocation units to other developments prior to approving further provisional sewage allocation units for the Development Lands or any future phases of the development; and,
 - (iii) the granting of sewage allocation is based upon the continued availability of sewage treatment facility capacity; that such capacity may change or be reduced over time; and, provisional sewage allocation units may have to be withdrawn in instances of inadequate sewage treatment facility capacity or other reason.
3. **Compliance with By-laws, Rules and Regulations.** The Owner agrees to comply with all federal, provincial and municipal laws, rules, regulations, by-laws and polices including the Township Sewage Allocation Policy.
4. **The Township’s Professional Fees and Disbursements.** The Owner shall reimburse the Township for all of its engineering and legal expenses including professional fees and disbursements in connection with the development and implementation of this agreement.
5. **Development Charges Credits.** The Owner hereby releases and forever discharges the Township from any and all claims relating to payments under this agreement, for credits against Development Charges payable under any by-law of the Township passed under the *Development Charges Act, 1997* with respect to the development of the Development Lands.
6. **Waiver.** The failure of the Township at any time to require performance by the Owner of any obligation under this agreement shall in no way affect its right thereafter to enforce such obligation, nor shall the waiver by the Township of the performance of any obligation be taken or be held to be a waiver of the performance of the same or any other obligation at any later time. The Township shall specifically retain its rights at law to enforce this agreement.
7. **No Challenge to Agreement.** The parties covenant and agree with each other not to call into question or challenge, directly or indirectly, in any proceeding or action in court, or before any administrative tribunal, the party’s right to enter into and enforce this

agreement. The law of contract applies to the agreement and the parties are entitled to all remedies arising from it.

8. **Assignment.**

- (i) The Owner may assign any of the 103 sewage allocation units to builders within the Development Lands with the prior written approval of the Township.
- (ii) The 103 sewage allocation units may not be assigned to any lands outside of the Development Lands.
- (iii) The Owner agrees that it shall not transfer, assign its rights, interests, liabilities and obligations under this agreement without first ensuring that the proposed assignee has entered into an assumption agreement in a form satisfactory to the Township, requiring the assignee to be bound by all of the terms and conditions of this agreement.

9. **Acceptance by Fax or Email.** The parties acknowledge and agree that the communication of this agreement may be transmitted by way of facsimile or electronic mail, and that they agree to accept such signatures and documents to be legal and binding upon them.

10. **Counterparts.** This agreement may be signed in any number of counterparts, each of which is considered to be an original, and all of which are considered to be the same documents.

11. **Severability.** If any provision of this agreement, or the application thereof to any circumstances, shall be held to be invalid or unenforceable, then the remaining provisions of this agreement, or the application thereof to other circumstances, shall not be affected, and shall be valid and enforceable.

12. **Enforcement.** The Owner acknowledge that the Township, in addition to any other remedy it may have at law, shall also be entitled to enforce this agreement in accordance with Section 446 of the *Municipal Act, 2001* as amended.

13. **Enurement Clause.** The covenants, agreements, stipulations, declarations and provisions contained herein shall run with the lands and shall be binding upon the Owner and their heirs, administrators, successors and assigns and the benefit thereof shall enure to the Township and its successors and assigns.

-----remainder of this page left intentionally blank-----

IN WITNESS WHEREOF this Agreement has been signed by the parties on the date first mentioned above.

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

ANDREW LENNOX – Mayor

KARREN WALLACE - Clerk

We have authority to bind the corporation.

2073022 ONTARIO INC.

James Coffey - President

I/we have the authority to bind the corporation

DEVELOPER'S MAILING ADDRESS: 206 George St., Arthur, ON, N0G 1A0

DEVELOPER'S PHONE NUMBER: 519-848-2819

DEVELOPER'S EMAIL ADDRESS: jcoffey@royalpage.ca

Schedule "A"
DESCRIPTION OF THE OWNER'S LANDS

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

LOTS 118, 119, 120 & 121, PTS LTS 110 TO 113, 122, 169 & 170, PT LORNE AVENUE CLOSED BY BY-LAW NO. 85-06 REGISTERED AS WC154205 AND PT 16.5 FOOT RESERVE SOUTH OF LORNE AVENUE, CHADWICK AND ANDERSON'S SURVEY PL 120, AND PT LOT 1 CONCESSION 1 WEST LUTHER BEING PTS 3 & 4, 61R10568; S/T EASEMENT OVER PT 3, 61R10568 AS IN DN18520 (RON103898); TOWNSHIP OF WELLINGTON NORTH

PIN: 71104-0573

LRO #61

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

BY-LAW NUMBER 032-21

BEING A BY-LAW TO AUTHORIZE THE EXTENSION OF AN AGREEMENT BETWEEN ARNTJEN SOLAR NORTH AMERICA INC. AND THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH.

WHEREAS the Township of Wellington North entered into an agreement with Arntjen Solar North America Inc. on the 15th day of June, 2016 by By-law 052-12;

AND WHEREAS it is deemed necessary to extend the terms of the agreement for one year.

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

1. That the Corporation of the Township of Wellington North extends the agreement with Arntjen Solar North America Inc. for the installation of Electric Vehicle Supply Equipment in Arthur and Mount Forest for a one year period.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 22nd DAY OF MARCH, 2021.**

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

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

BY-LAW NUMBER 035-21

**BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE
COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF
WELLINGTON NORTH AT ITS REGULAR MEETING HELD ON
MARCH 22, 2021**

WHEREAS Section 5 of the Municipal Act, S.O. 2001 c.25 (hereinafter called "the Act") provides that the powers of a Municipal Corporation shall be exercised by its Council;

AND WHEREAS Section 5(3) of the Act states, a municipal power, including a municipality's capacity, rights, powers and privileges under Section 9, shall be exercised by by-law, unless the municipality is specifically authorized to do otherwise;

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

1. The action of the Council of the Corporation of the Township of Wellington North taken at its meeting held on March 22, 2021 in respect of each motion and resolution passed and other action taken by the Council of the Corporation of the Township of Wellington North at its meeting, is hereby adopted and confirmed as if all such proceedings were expressly embodied in this By-law.
2. That the Mayor and the proper officials of the Corporation of the Township of Wellington North are hereby authorized and directed to do all things necessary to give effect to the action of the Council of the Corporation of the Township of Wellington North referred to in the proceeding section hereof.
3. The Mayor and the Clerk are authorized and directed to execute all documents necessary in that behalf and to affix thereto the Seal of the Corporation of the Township of Wellington North.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 22ND DAY OF MARCH, 2021.**

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK