

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH  
AGENDA OF REGULAR COUNCIL MEETING – JULY 11, 2022 at 2:00 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/89550632869>

Or join by phone:

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

Webinar ID: 895 5063 2869

**PAGE  
NUMBER**

**CALLING TO ORDER**

**ADOPTION OF THE AGENDA**

Recommendation:

THAT the Agenda for the July 11, 2022 Regular Meeting of Council be accepted and passed.

**DISCLOSURE OF PECUNIARY INTEREST**

**RECESS TO MOVE INTO PUBLIC MEETING**

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North recess the July 11, 2022 Regular Meeting of Council for the purpose of holding a Public Meeting under the Planning Act:

- Brian Smith, Zoning By-law Amendment
- Dwayne L'Heureux, Zoning By-law Amendment
- Richard Piller, Zoning By-law Amendment

**RESUME REGULAR MEETING OF COUNCIL**

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North resume the July 11, 2022 Regular Meeting of Council at : .

**PASSAGE OF BY-LAWS ARISING FROM PUBLIC MEETING**

- a. By-law Number 080-22 being a by-law to amend By-law 66-01, being a Zoning By-law for the Township of Wellington North. (8046 Line 8 Part Lot 1 & 2, Concession 9 with civic address of 9131 Wellington Road 14, Brian Smith) 001

Recommendation:

THAT By-law Number 080-22 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. (8046 Line 8 Part Lot 1 & 2, Concession 9 with civic address of 9131 Wellington Road 14, Brian Smith)

- b. By-law Number 081-22 being a by-law to amend By-law 66-01, being a Zoning By-law for the Township of Wellington North. (N Part Lot 25, Concession 5 with civic address of 7527 Sideroad 9 W, Dwayne L'Heureux) 004

Recommendation:

THAT By-law Number 081-22 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. (N Part Lot 25, Concession 5 with civic address of 7527 Sideroad 9 W, Dwayne L'Heureux)

- c. By-law Number 082-22 being a by-law to amend By-law 66-01, being a Zoning By-law for the Township of Wellington North. (N Part Lot 13, Concession 3 with civic address of 7751 Side Road 6 East, Richard Piller) 007

Recommendation:

THAT By-law Number 0-22 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. (N Part Lot 13, Concession 3 with civic address of 7751 Side Road 6 East, Richard Piller)

**ADOPTION OF MINUTES OF COUNCIL AND PUBLIC MEETING**

- 1. Special Meeting of Council, June 17, 2022 010
- 2. Special Meeting of Council, June 27, 2022 013
- 3. Regular Meeting of Council, June 27, 2022 015
- 4. Public Meeting, June 27, 2022 039
- 5. Special Meeting of Council, June 29, 2022 042

Recommendation:

THAT the minutes of the Special Meeting of Council held on June 17, 2022, the Special Meeting of Council, the Regular Meeting of Council and the Public Meeting held on June 27, 2022 and the Special Meeting of Council held on June 29, 2022 be adopted as circulated.

**BUSINESS ARISING FROM PREVIOUS MEETINGS OF COUNCIL**

Mount Forest Pool Replacement

- Report CAO 2022-003 Mount Forest Pool Replacement 044
- Scott Robinson, Principal, Dipl. Arch., OAA, MRAIC, EDAC, Pool Architect

**ITEMS FOR CONSIDERATION**

1. MINUTES

- a. Recreation, Parks and Leisure Committee, June 7, 2022 053

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Recreation, Parks and Leisure Committee meeting held on June 7, 2022.

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North reduce the 2022 and 2023 fee for bronze medallion and bronze cross to \$100.00, as recommended by the Recreation, Parks and Leisure Committee;

AND FURTHER THAT the Committee recommend Council authorize the Mayor and Clerk to sign the applicable amended fees and charges by-law after the required notice period.

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North direct staff to pursue the Private Business Option 2 as set out in Report RPL 2022-011, specifically Private Business: This option would see the township signing an agreement with a local business for the use of space, renewed periodically.

- b. Arthur Chamber of Commerce, June 8, 2022 058

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Arthur Chamber of Commerce meeting held on June 8, 2022.

- c. Arthur 150 Committee, June 20, 2022 060

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Arthur 150 Committee meeting held on June 20, 2022.

- d. Wellington North Cultural Roundtable, June 16, 2022 063

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Wellington North Cultural Roundtable meeting held on June 16, 2022.

2. PLANNING

- a. Report DC 2022-025, Cachet Developments (Arthur) Inc., Draft Plan of Subdivision, PART PKLT 8 N/S SMITH ST, CROWN SURVEY ARTHUR VILLAGE, PT 2, 61R10854, PART PKLT 3 S/S DOMVILLE ST SURVEY CROWN ARTHUR VILLAGE; PART PKLT 4 S/S DOMVILLE ST SURVEY CROWN ARTHUR VILLAGE PART 3 60R1199; PART PKLT 6 N/S SMITH ST SURVEY CROWN ARTHUR VILLAGE; PART PKLT 7 N/S SMITH ST SURVEY CROWN ARTHUR VILLAGE PART 4 60R1199 & PT 2 60R3022;; TOWNSHIP OF WELLINGTON NORTH 067

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report DC 2022-025 being a report on Cachet Developments (Arthur) Inc. Subdivision Agreement;

AND FURTHER THAT Council authorize the Mayor and Clerk to sign the by-law to enter into the agreement in the form, or substantially the same form as the draft Agreement;

- b. DC 2022-026, Circuit Holdings Inc., Site Plan Agreement, 331 Arthur Street, Mount Forest 072

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive for information Report DC 2022-026 regarding the final approval of the Circuit Holdings Inc. Site Plan Agreement.

3. FINANCE

- a. Vendor Cheque Register Report, July 4, 2022 085

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the Vendor Cheque Register Report dated July 4, 2022

4. OPERATIONS

- a. Report OPS 2022-020 being a report on investing in Canada Infrastructure Program (ICIP) – Green Stream 088

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report OPS 2022-020 being a report on the Investing in Canada Infrastructure Program (ICIP) – Green Stream;

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

5. ADMINISTRATION

- a. Report CLK 2022-016 being a report on Naming and Re-Naming Policy for Municipal Parks and Facilities 090

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive for information Report CLK 2022-016 being a report on Naming and Re-Naming Policy for Municipal Parks and Facilities.

6. COUNCIL

- a. Grand River Conservation Authority
  - Report Number: GM-06-22-51, dated June 24, 2022, Progress Report #1 – Ontario Regulation 687/21 116
  - Report Number: GM-06-22-52, dated June 24, 2022, Inventory of Programs and Services Update 118

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Grand River Conservation Authority Report Number: GM-06-22-51, dated June 24, 2022, Progress Report #1 – Ontario Regulation 687/21, and Report Number: GM-06-22-52, dated June 24, 2022, Inventory of Programs and Services Update

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|--|-----|
| b. County of Wellington, correspondence dated July 4, 2022, regarding County Official Plan Review Reports dated June 9, 2022 | 120 |
| • County Official Plan Review – Progress Report #6   | 121 |
| • County Official Plan Review – Public Consultation and Engagement Overview #2   | 124 |

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive County of Wellington correspondence dated July 4, 2022 regarding County Official Plan Review Reports dated June 9, 2022, County Official Plan Review – Progress Report #6, and County Official Plan Review – Public Consultation and Engagement Overview #2

**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 July 11, 2022 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

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 079-22 being a by-law to authorize the execution of a Transfer Payment Agreement between Her Majesty The Queen In Right Of Ontario s represented by the Minister of Infrastructure and the Corporation of the Township of Wellington North. (Investing in Canada Infrastructure Program (ICIP): Mount Forest Standpipe in the Township of Wellington North GREEN STREAM) | 135 |
| b. By-law Number 083-22 being a by-law to authorize a Subdivision Agreement (Cachet Developments (Arthur) Inc.)   | 192 |

Recommendation:

THAT By-law Number 079-22 and 083-22 be read a First, Second and Third time and enacted.

### CULTURAL MOMENT

- |   |     |
|---|-----|
| • Celebrating the Mount Forest Fireworks Festival | 261 |
|---|-----|

### CONFIRMING BY-LAW

262

Recommendation:

THAT By-law Number 084-22 being a By-law to Confirm the Proceedings of the Council of the Corporation of the Township of Wellington North at its Regular Meeting held on July 11, 2022 be read a First, Second and Third time and enacted.

### ADJOURNMENT

Recommendation:

THAT the Regular Council meeting of July 11, 2022, 2022 be adjourned at :\_\_ p.m.

<b>MEETINGS, NOTICES, ANNOUNCEMENTS</b>		
Wellington North Farmers Market, opening day – Victory Community Centre, 320 King St. E., Mount Forest	Saturday's June 25 <sup>th</sup> to September 24 <sup>th</sup>	8:30 a.m. – 12:00 p.m.
Mount Forest Chamber of Commerce Directors Meeting, Chamber Office	Monday, July 11, 2022	7:00 p.m.
Mount Forest Aquatics Ad-Hoc Advisory Committee	Tuesday, July 12, 2022	7:00 p.m.
Mount Forest Fireworks Festival	Thursday, July 14 <sup>th</sup> to Sunday, July 17 <sup>th</sup>	
Wellington North Farmers Market, King Street East at Main Street South, Mount Forest	Saturday, July 16, 2022	9:00 a.m. to 3:00 p.m.
Arthur BIA Directors Meeting, Arthur Community Centre and via video conference	Wednesday, July 20, 2022	7:30 p.m.
Regular Council Meeting – via video conference	Monday, July 25, 2022	7:00 p.m.
Regular Council Meeting – via video conference	Monday, August 15, 2022	2:00 p.m.

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

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

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

# THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

## BY-LAW NUMBER 080-22

### 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 Sections 34 and 36 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 8046 Line 8 Part Lot 1 & 2, Concession 9 with civic address of 9131 Wellington Rd 14 as shown on Schedule "A" attached to and forming part of this By-law from:
  - **Agricultural (A) to Agricultural Exception (A-2)**
  - **Agricultural (A) to Agricultural Exception (A-52)**
  
2. THAT Section 33, Rural Area Exception Zones, is hereby amended by adding the following new exceptions:

<b>33.52</b> CON 9, PT LOT 1 & 2	<b>A-52</b>	Notwithstanding, Section 8.5.2.4, the minimum rear yard for the existing dwelling within the lands zoned <b>A-52</b> shall be 7.6 m (24.9 ft).
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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 11TH DAY OF JULY, 2022.**

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

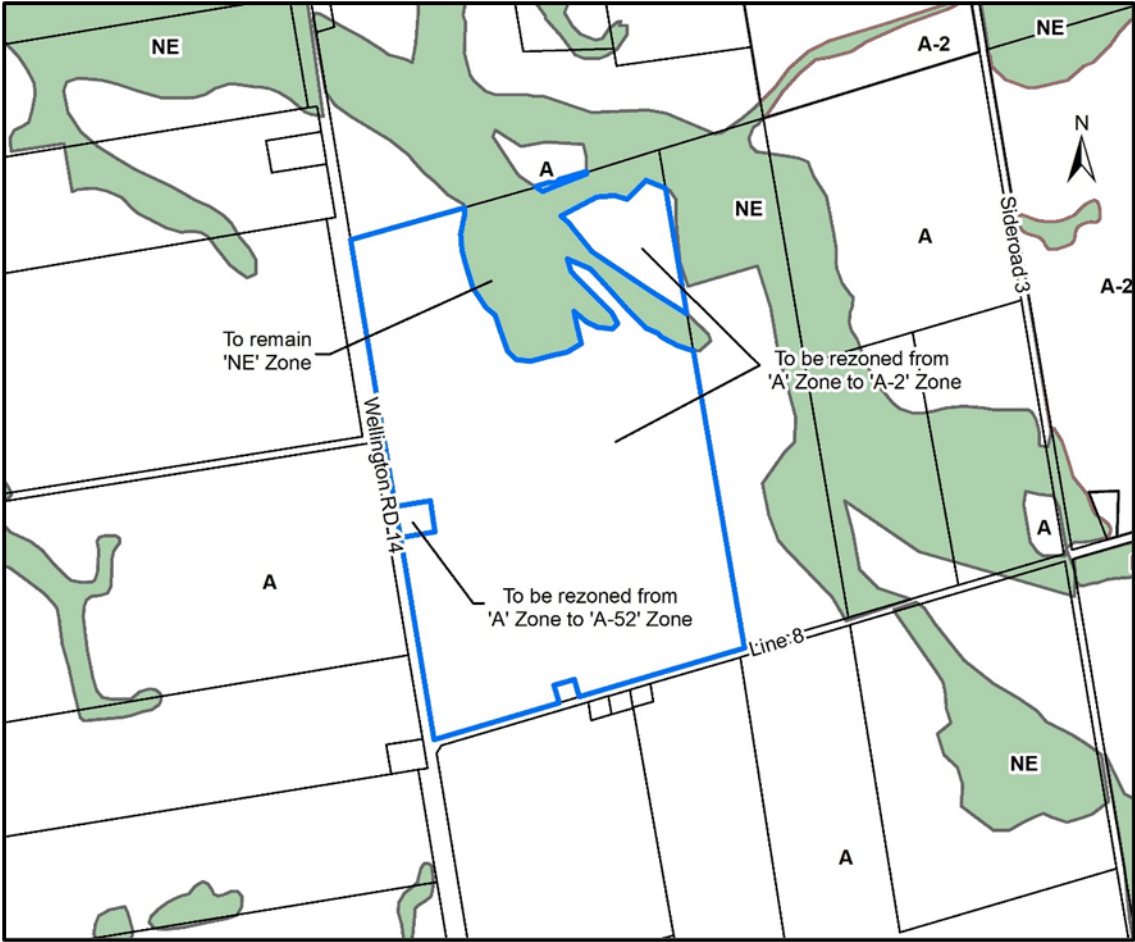
\_\_\_\_\_  
**KARREN WALLACE, CLERK**



THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NO. 080-22

Schedule "A"



Passed this 11<sup>th</sup> day of July, 2022

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK

## **EXPLANATORY NOTE**

### **BY-LAW NUMBER 080-22**

#### **THE LOCATION OF THE SUBJECT LANDS**

The subject property is legally described as 8046 Line 8 Part Lot 1 & 2, Concession 9 with civic address of 9131 Wellington Road 14. The proposed severed parcel is 0.8 ha (1.97 ac) with an existing dwelling and a shed. A 115 ha (284.1 ac) agricultural parcel with three sheds is retained. The subject lands are currently zoned Agricultural (A) and Natural Environment (NE).

**THE PURPOSE AND EFFECT** of the amendment is to rezone the subject lands to prohibit future residential development on the retained agricultural portion of the subject land. Further, to permit a reduced rear yard setback for the existing dwelling on the severed parcel. This rezoning is a condition of severance application B88/21, that was granted provisional consent by the Wellington County Land Division Committee. The consent will sever the existing dwelling and shed from the agricultural parcel under the surplus farm dwelling policies.

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

**BY-LAW NUMBER 081-22**

**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 Sections 34 and 36 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 N Part Lot 25, Concession 5 with civic address of 7527 Sideroad 9 W 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 11TH DAY OF JULY, 2022.**

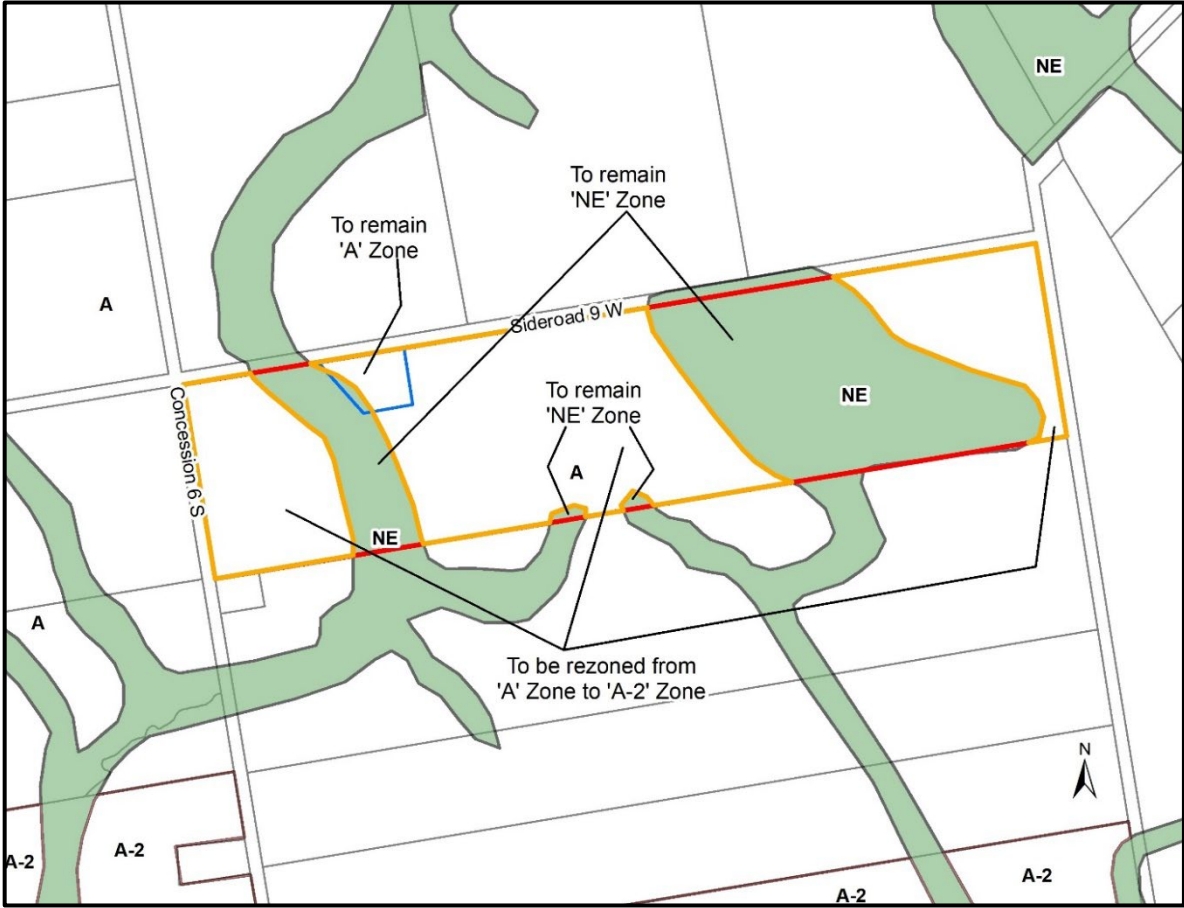
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**ANDREW LENNOX, MAYOR**

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

THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NO. 081-22

Schedule "A"



Passed this 11<sup>th</sup> day of July, 2022

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK

## **EXPLANATORY NOTE**

### **BY-LAW NUMBER 081-22**

#### **THE LOCATION OF THE SUBJECT LANDS**

The subject property is legally described as N Part Lot 25, Concession 5 with civic address of 7527 Sideroad 9 W. The lands subject to the amendment is 40.4 ha (99.8 ac) in size and are currently zoned Agriculture (A) and Natural Environment (NE).

**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 B29/22, that is granted provisional approval by the Wellington County Land Division Committee in May 2022. The consent will sever a 0.93 ha (2.29 ac) parcel with an existing dwelling from the retained 40.4 ha (99.8 ac) agricultural parcel under the surplus farm dwelling policies.

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

**BY-LAW NUMBER 082-22**

**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 Sections 34 and 36 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 N Part Lot 13, Concession 3 with civic address of 7751 Side Road 6 East 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 11TH DAY OF JULY, 2022.**

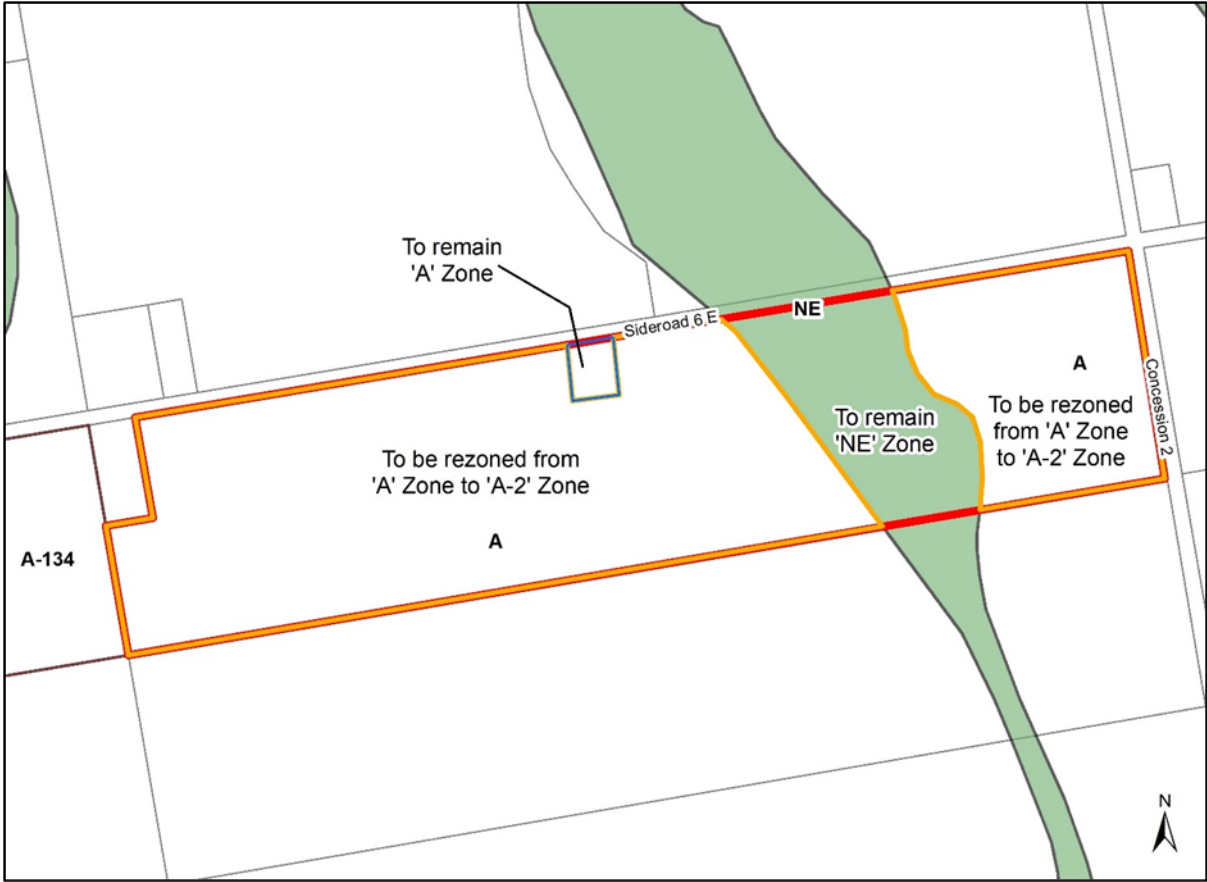
\_\_\_\_\_  
**ANDREW LENNOX, MAYOR**

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

THE TOWNSHIP OF WELLINGTON NORTH

BY-LAW NO. 082-22

Schedule "A"



Passed this 11<sup>th</sup> day of July, 2022

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK

## **EXPLANATORY NOTE**

### **BY-LAW NUMBER 082-22**

#### **THE LOCATION OF THE SUBJECT LANDS**

The subject property is legally described as N Part Lot 13, Concession 3 with civic address of 7751 Side Road 6 East. The lands subject to the amendment is 38 ha (93.9 ac) in size and are currently zoned Agriculture (A) and Natural Environment (NE).

**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 B116/21, that is granted provisional approval by the Wellington County Land Division Committee. The consent will sever a 0.45 ha (1.11 ac) rural residential parcel with an existing dwelling and a shop from the retained 38 ha (93.9 ac) agricultural parcel under the surplus farm dwelling policies.



**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH**  
**MINUTES OF SPECIAL COUNCIL MEETING – JUNE 17, 2022 AT 2:00 P.M.**  
**VIA WEB CONFERENCING <https://www.youtube.com/watch?v=Y9GW9beHKR0>**

**Members Present:**

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

**Staff Present:**

**Interim Chief Administrative Officer/Chief Building Official: Darren Jones**  
**Interim Chief Administrative Officer/Director of Operations: Matthew Aston**  
**Director of Legislative Services/Clerk: Karren Wallace**  
**Deputy Clerk: Catherine Conrad**  
**Director of Finance/Treasurer: Farhad Hossain**  
**Deputy Treasurer: Mary Jo Marshall**  
**Community Recreation Coordinator: Mandy Jones**  
**Manager of Recreation Services: Tom Bowden**  
**Human Resources Manager: Amy Tollefson**

### CALLING TO ORDER

Mayor Lennox called the meeting to order.

### ADOPTION OF THE AGENDA

RESOLUTION: 2022-214

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT the Agenda for the June 17, 2022 Special Meeting of Council be accepted and passed.

CARRIED

### DISCLOSURE OF PECUNIARY INTEREST

Councillor Hern declared a pecuniary interest with the transportation item in the report as her spouse is employed with one of the transportation options.

### ITEM FOR CONSIDERATION

#### 1. OPERATIONS

- a. Report RPL 2022-012 Mount Forest Lion Roy Grant Pool

RESOLUTION: 2022-215

Moved: Councillor Hern

Seconded: Councillor Yake

THAT the Council of the Township of Wellington North receive Report RPL 2022-012 being a report on the Mount Forest Lion Roy Grant Pool;

AND FURTHER THAT Council direct staff not to pursue the pool liner repair at the Roy Grant Pool in Mount Forest;

AND FURTHER THAT Council acknowledges without completing repairs, the Roy Grant Pool will not be able to be open for the 2022 season;

AND FURTHER THAT Council direct staff to allocate \$200,000 in a reserve to the new Mount Forest Outdoor Pool and Aquatics Centre project, funded by the Township's Capital Reinvestment Reserve Fund;

AND FURTHER THAT Council direct staff to split the two-hour afternoon public swim to two one-hour sessions in Arthur to allow more users to access the pool.

CARRIED

Councillor Hern removed herself from the meeting by shutting off her camera and microphone prior to the discussion regarding transportation. She had previously declared a conflict with the transportation item as her spouse is employed with one of the transportation options. Due to technical issues Council Hern's image appeared to be frozen in the meeting video, however it is confirmed by the Clerk that she was not part of the discussion.

Council discussed the need to subsidize transportation for patrons from Mount Forest to the Arthur pool. Options considered included busing, Guelph Owen Sound Transit service and Wellington County Ride Well transit service. Concern was expressed regarding youth using any of the transportation options regarding liability. Permission slips would be required to use the transportation model without supervision. The question was raised as to what to do in a situation should a youth use transit to go visit friends in Arthur and don't return to the bus. A passport system for private transport was discussed. Mount Forest residents would have the passport stamped when they enter the Arthur Pool and at the end of the season, they would submit their passport and the municipality subsidize them a predetermined amount for their travel.

Council agreed that a subsidized transportation option is needed and directed staff to bring a report regarding transportation options to the June 27, 2022 Regular Council Meeting.

Councillor Hern returned to the meeting.

#### **CONFIRMING BY-LAW**

RESOLUTION: 2022-216

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT By-law Number 067-22 being a By-law to Confirm the Proceedings of the Council of the Corporation of the Township of Wellington North at its Special Meeting held on June 17, 2022 be read a First, Second and Third time and enacted.

CARRIED

**ADJOURNMENT**

RESOLUTION: 2022-217

Moved: Councillor Hern

Seconded: Councillor Yake

THAT the Special Council meeting of June 17, 2022 be adjourned at 2:37 p.m.

CARRIED

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**MAYOR**

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**CLERK**

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH  
MINUTES OF SPECIAL COUNCIL MEETING – JUNE 27, 2022 AT 7:00 P.M.  
VIA WEB CONFERENCING <https://www.youtube.com/watch?v=GXqtICTIcwM>**

**Members Present:**

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

**Staff Present:**

**Interim Chief Administrative Officer/Chief Building Official: Darren Jones  
Interim Chief Administrative Officer/Director of Operations: Matthew Aston  
Director of Legislative Services/Clerk: Karren Wallace  
Deputy Clerk: Catherine Conrad  
Director of Finance/Treasurer: Farhad Hossain  
Economic Development Officer: Dale Small  
Community Recreation Coordinator: Mandy Jones  
Manager of Recreation Services: Tom Bowden**

**CALLING TO ORDER**

Mayor Lennox called the meeting to order.

**ADOPTION OF THE AGENDA**

RESOLUTION: 2022-218

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT the Agenda for the June 27, 2022 Special Meeting of Council be accepted and passed.

CARRIED

**DISCLOSURE OF PECUNIARY INTEREST**

No pecuniary interest disclosed.

**ITEM FOR CONSIDERATION**

Notice and Draft By-law

RESOLUTION: 2022-219

Moved: Councillor Hern

Seconded: Councillor Yake

THAT the Council of the Corporation of the Township of Wellington North receive for information the Public Notice and Draft amending By-law.

AND FURTHER THAT staff be directed to bring the By-law to amend the development charges by-law to a future meeting of Council.

CARRIED

**CONFIRMING BY-LAW**

RESOLUTION: 2022-220

Moved: Councillor McCabe

Seconded: Councillor Yake

THAT By-law Number 068-22 being a By-law to Confirm the Proceedings of the Council of the Corporation of the Township of Wellington North at its Special Meeting held on June 27, 2022 be read a First, Second and Third time and enacted.

CARRIED

**ADJOURNMENT**

RESOLUTION: 2022-221

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT the Special Council meeting of June 27, 2022 be adjourned at 7:03 p.m.

CARRIED

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**MAYOR**

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**CLERK**

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH  
MINUTES OF REGULAR COUNCIL MEETING – JUNE 27, 2022 at 7:00 P.M.  
CLOSED SESSION TO FOLLOW OPEN SESSION  
VIA WEB CONFERENCING <https://www.youtube.com/watch?v=GXgtlCTlcwM>**

**Members Present:**

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

**Staff Present:**

**Interim Chief Administrative Officer/Chief Building Official: Darren Jones  
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Director of Legislative Services/Clerk: Karren Wallace  
Deputy Clerk: Catherine Conrad  
Director of Finance/Treasurer: Farhad Hossain  
Economic Development Officer: Dale Small  
Community Recreation Coordinator: Mandy Jones  
Manager of Recreation Services: Tom Bowden**

**CALLING TO ORDER**

Mayor Lennox called the meeting to order.

**ADOPTION OF THE AGENDA**

RESOLUTION: 2022-222

Moved: Councillor Yake

Seconded: Councillor Burke

THAT the Agenda for the June 27, 2022 Regular Meeting of Council be accepted and passed.

CARRIED

**DISCLOSURE OF PECUNIARY INTEREST**

Councillor Hern declared a pecuniary interest with Item for Consideration 5. Operations, a. Report RPL 2022-014 Transportation Options for Mount Forest Lion Roy Grant Pool Users, as her spouse is employed with one of the transportation options.

**COUNTY COUNCIL UPDATE**

Steve O'Neill, County of Wellington Councillor, Ward 4

The County of Wellington is receiving 8.7 million dollars in 2022 for the Canada wide Early Learning Child Care system; better known as \$10.00 a day child care. 8.1 million is going to be directed to fee reduction, \$378,000 to work force compensation and \$249,000 to administer the program. This funding allocation is based on an assumption that 98% of the licensed child care operators will participate in our area. The programs' goal is to get an average of \$10 a day child care using licensed providers by September 2025; and an average of 50% fee reduction for licensed child care by December 31, 2022.

The new cell for phase two at the Riverstown landfill opened last month. On July 1, 2023 the blue box program begins to transition to producer responsibility Province wide. Wellington County does not begin phasing it in until July 2025. As of January 1, 2026 County staff expect the County will be out of the blue box program. Producers will be running the program and excepted items will be standardized Province wide.

Ride Well is running with ride sharing now. They are facing the same issue as other businesses as they do not have enough drivers. Booking rides at peak times is hindered by the lack of drivers. RideCo, the company that supports Ride Well, is currently recruiting additional drivers.

The industrial, commercial, and institutional green bin pilot project continues. 118 tons of material was diverted from the landfill in the five months, November 1, 2021 to March 31, 2022. 10,000 kg of edible food was recovered and donated to food banks. The program will eventually become user pay for the businesses.

Our Township's next leaf and yard waste pick up is the week of Monday, July 25<sup>th</sup>. In October there will be two pickups on the weeks of October 3<sup>rd</sup> and 17<sup>th</sup>. There will be two collections in November being the weeks of November 14<sup>th</sup> and 28<sup>th</sup>. This is being done for timely pick up and hopefully reduce the amount to be picked up each time. The program has been successful County wide with 1,700 tons diverted from Riverstown landfill in 2021, which is 10% of the material diverted in 2021.

Wellington County has approved land at Wellington Place in Aboyne for a 6-bed hospice. Dr. Simpson and Dr. Gower have been establishing community financial support. The Hospice Committee must fundraise to build the hospice and then to have enough financial backing to run it for a couple years. It is a welcome and needed thing for our communities.

#### **RECESS TO MOVE INTO PUBLIC MEETING**

RESOLUTION: 2022-223

Moved: Councillor Hern

Seconded: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North recess the June 27, 2022 Regular Meeting of Council for the purpose of holding a Public Meeting under the Planning Act:

- Christian F. Martin, Zoning By-law Amendment

CARRIED

#### **RESUME REGULAR MEETING OF COUNCIL**

RESOLUTION: 2022-224

Moved: Councillor Hern

Seconded: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North resume the June 27, 2022 Regular Meeting of Council at 7:33 p.m.

CARRIED

### **PASSAGE OF BY-LAWS ARISING FROM PUBLIC MEETING**

By-law Number 075-22 being a by-law to amend By-law 66-01, being a Zoning By-law for the Township of Wellington North (Part Lot 16 Concession 14, Concession 13 Pt Lot 16 & 17, Christian F. Martin)

RESOLUTION: 2022-225

Moved: Councillor Yake

Seconded: Councillor Burke

THAT By-law Number 075-22 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 16 Concession 14, Concession 13 Pt Lot 16 & 17, Christian F. Martin)

CARRIED

### **ADOPTION OF MINUTES OF COUNCIL AND PUBLIC MEETING**

1. Regular Meeting of Council, June 6, 2022

RESOLUTION: 2022-226

Moved: Councillor Hern

Seconded: Councillor McCabe

THAT the minutes of the Regular Meeting of Council held on June 6, 2022 be adopted as circulated.

CARRIED

### **BUSINESS ARISING FROM PREVIOUS MEETINGS OF COUNCIL**

Mount Forest Pool Replacement

- Report CAO 2022-03 Mount Forest Pool Replacement

The Mayor outlined the progress so far including reaching out to neighbouring municipalities and in response have been invited to Council meetings in early August to present the pool concept and information to Councils in Southgate and West Grey. Council discussed contributions from neighboring municipalities, naming rights, potential land sale of the old pool and development charges going towards the capital cost of the pool; along with enhancements being the responsibility of the fundraising committee. Setting dollar amounts for recognition of donations for various items will need to be determined. Council will have to figure out how to deal with any shortfall.

Council considered making the pool the number one priority for recreation in Mount Forest as the parks, ball parks, and playing fields are in better shape. The roof of the Arthur Area Community Centre is a priority in Arthur. The possibility of searching out every grant opportunity was. The Director of Operations noted detailed designs for the Arthur Area Community Centre or for the Mount Forest Pool are not ready yet. Recently grants for recreation lean more towards rehabilitation projects rather than new. The architect for the Mount Forest pool has been invited to the July 11<sup>th</sup> Council meeting to see if there are any areas where we could use a lower cost design.

Council provided direction to staff to bring back some examples of naming rights policies to a future meeting of Council.

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

1a, 2h, 5a, 6a



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

RESOLUTION: 2022-227

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT all items listed under Items For Consideration on the June 27, 2022 Council agenda, with the exception of those items identified for separate discussion, be approved and the recommendations therein be adopted:

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Mount Forest District Chamber of Commerce meeting held on April 12, 2022.

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Safe Communities Wellington County Leadership Table meeting held on May 18, 2022.

THAT the Council of the Corporation of the Township of Wellington North receive Report DC 2022-017 being a report on Consent Application (Lot Line Adjustment) B52-22 known as Part Lot 6, East of Main St., Town Plan of Mount Forest.

AND FURTHER THAT the Council of the Township of Wellington North supports consent application B52-22 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;
- THAT driveway access can be provided to the severed lands to the satisfaction of the Township of Wellington North; and
- THAT the owner submit to the Township, a plan that shows the proposed parking layout, street entrance and street furniture demonstrating traffic flow and vehicle safety to the satisfaction of the Director of Operations;

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 the Council of the Corporation of the Township of Wellington North receive Report DC 2022-018 being a report on Consent Application (Lot Line Adjustment) B60-22 known as Part Lots 1 & 2, Concession 6, former Township of West Luther.

AND FURTHER THAT the Council of the Township of Wellington North supports consent application B60-22 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 enter into an agreement apportioning future maintenance costs on West Luther Drain 36; and the owner shall provide a \$500.00 deposit to cover the cost of the re-apportionment of the above mentioned drain and a \$250.00 fee for the Drainage Superintendent's review of the application to determine status of the drain;

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 the Council of the Corporation of the Township of Wellington North receive Report 2022-019 being a report on Consent Application (Severance) B67-22 known as Lot 95, Crown Survey in the Village of Arthur.

AND FURTHER THAT the Council of the Township of Wellington North supports consent application B67-22 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 consistent with By-Law 011-22;

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 the Council of the Corporation of the Township of Wellington North receive Report DC 2022-020 being a report on Consent Application (Severance) B70-22 known as Park of Park Lot 8 s/s of Queen St., Plan Mount Forest in the Town of Mount Forest.

AND FURTHER THAT the Council of the Township of Wellington North supports consent application B70-22 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;
- THAT the Owner satisfy the requirements of the Township of Wellington North in reference to parkland dedication consistent with By-Law 011-22;
- THAT the Owner agrees to dedicate to the Township and to the satisfaction of the Township, free and clear of all encumbrances, all easements and lands required by the Township for the access, construction, maintenance and improvement of any existing or newly required watercourses, ditches, land

drainage works on the Lands and, on request by the Township, to deliver the properly executed documents in registrable form to the Township in order to complete the dedication to the Township and to pay all costs incurred by the Township in respect to the aforementioned dedications;

- THAT the existing shed be removed to the satisfaction of the Township;
- THAT the applicant pay a \$250.00 fee for the Drainage Superintendent to review the application to determine status of municipal drains;
- THAT the applicant pay a \$500.00 drainage apportionment fee, per drain, if it is determined there are municipal drains impacted by the application;
- THAT the applicant enter into an agreement apportioning future maintenance costs on any municipal drain impacted by the application;

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 the Council of the Corporation of the Township of Wellington North receive Report DC 2022-021 being a report on Consent Application (Severance) B71-22 known as Park of Park Lot 8 s/s of Queen St., Plan Mount Forest in the Town of Mount Forest.

AND FURTHER THAT the Council of the Township of Wellington North supports consent application B71-22 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;
- THAT the Owner satisfy the requirements of the Township of Wellington North in reference to parkland dedication consistent with By-Law 011-22;
- THAT the Owner agrees to dedicate to the Township and to the satisfaction of the Township, free and clear of all encumbrances, all easements and lands required by the Township for the access, construction, maintenance and improvement of any existing or newly required watercourses, ditches, land drainage works on the Lands and, on request by the Township, to deliver the properly executed documents in registrable form to the Township in order to complete the dedication to the Township and to pay all costs incurred by the Township in respect to the aforementioned dedications;
- THAT the existing shed be removed to the satisfaction of the Township;
- THAT the applicant pay a \$250.00 fee for the Drainage Superintendent to review the application to determine status of municipal drains;
- THAT the applicant pay a \$500.00 drainage apportionment fee, per drain, if it is determined there are municipal drains impacted by the application;
- THAT the applicant enter into an agreement apportioning future maintenance costs on any municipal drain impacted by the application;

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 the Council of the Corporation of the Township of Wellington North receive Report DC 2022-022 being a report on Consent Application (Severance) B72-22 known as Part Lot 3 w/s Fergus St., Plan Mount Forest in the Town of Mount Forest. AND FURTHER THAT the Council of the Township of Wellington North supports consent application B72-22 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;
- THAT the Owner satisfy the requirements of the Township of Wellington North in reference to parkland dedication consistent with By-Law 011-22;

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 the Council of the Corporation of the Township of Wellington North receive Report DC 2022-023 being a report on Consent Application (Severance) B73-22 known as Part Lot 3 w/s Fergus St., Plan Mount Forest in the Town of Mount Forest. AND FURTHER THAT the Council of the Township of Wellington North supports consent application B73-22 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;
- THAT the Owner satisfy the requirements of the Township of Wellington North in reference to parkland dedication consistent with By-Law 011-22;

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 the Council of the Corporation of the Township of Wellington North receive Report DC 2022-024 being a report on 2574574 Ontario Inc. (Brad Wilson) Subdivision 23T-18004, Part of Park Lot 4 South of Durham St and East of Main St, Mount Forest;

AND FURTHER THAT the Council of the Township of Wellington North accepts the street name of “Jack’s Way” for Subdivision 23T-18004.

THAT the Council of the Corporation of the Township of Wellington North receive Report EDO 2022-22 Community Improvement Program;

AND FURTHER THAT Council approves Façade Improvement Grants up to the following amounts:

- \$ 1,500 to Art Arrows at 106 Main Street South in Mount Forest
- \$ 2,200 to Plumbers Wife at 238 George Street in Arthur
- \$ 150 to Mary Lous Closet at 253 Main Street South in Mount Forest
- \$ 1,000 to Renew Life Therapies at 160 King Street West in Mount Forest

THAT the Council of the Corporation of the Township of Wellington North receive the Vendor Cheque Register Report dated June 20, 2022

THAT the Council of the Corporation of the Township of Wellington North receive the correspondence from Frank Vanderloo, P. Eng, B.M. Ross and Associates Limited, dated June 21, 2022, regarding Mt. Forest Developments Inc. Subdivision (Jefferey Way, Mount Forest) Draft Plan 23T-18001 – Preliminary Acceptance for Stage 3; AND FURTHER THAT the Council of the Corporation of the Township of Wellington North grant Mt. Forest Developments Inc., for the Jefferey Way Subdivision (Draft Plan 23T-18001) in the community of Mount Forest, Preliminary Acceptance for Stage 3.

THAT the Council of the Corporation of the Township of Wellington North receive Report CLK 2022-015 being a report to appoint a Drainage Superintendent being Thomas Jackson of K. Smart and Associates Limited;

AND FURTHER THAT Council authorizes the Mayor and Clerk to sign a by-law appointing Drainage Superintendent Services to K. Smart and Associates Limited.

THAT the Council of the Corporation of the Township of Wellington North receive the correspondence from John Nater, MP, Perth-Wellington and Randy Pettapiece, MPP, Perth-Wellington, dated March 29, 2022, to Hon. David Lametti, P.C., M.P. Attorney General of Canada, and Hon. Doug Downey, M.P.P., Attorney General of Ontario, regarding fundraising capabilities of municipalities and service clubs and use of lottery proceeds and June 13, 2022 response from Minister of Justice and Attorney General of Canada.

THAT the Council of the Corporation of the Township of Wellington North receive the correspondence from Aletha McArthur, Program Director/Behaviour Specialist New Growth Family Centre Inc., received June 16, 2022, regarding thank you for financial support.

THAT the Council of the Corporation of the Township of Wellington North receive correspondence from Helen Fishburn, CEO, Canadian Mental Health Association, dated May 4, 2022, regarding thank you for donation in support of the work of The Grove Youth Wellness Hubs.

THAT the Council of the Corporation of the Township of Wellington North receive the Crime Stoppers Guelph Wellington, CSGW News, Summer 2022 Newsletter.

CARRIED

**CONSIDERATION OF ITEMS FOR SEPARATE DISCUSSION AND ADOPTION**

RESOLUTION: 2022-228

Moved: Councillor McCabe

Seconded: Councillor Yake

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the of the Arthur 150 Committee meeting held on June 6, 2022.

CARRIED

RESOLUTION: 2022-229

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North receive the Planning Report prepared by Curtis Marshall, Manager of Development Planning, County of Wellington, dated June 15, 2022, regarding Cannabis Production and Processing Land Use Study Regulatory Options Report.

CARRIED

Curtis Marshall, Manager of Planning, Planning and Development Department, Count of Wellington, presented a report regarding "A Review of Cannabis Production and Processing As a Land Use: Regulatory Options Report". The report presented regulatory options to regulate cannabis production and processing uses in the Township, Planning staff recommended options provided for Council's consideration and endorsement directions for preparation of draft zoning by-law provisions. (Addendum A)

RESOLUTION: 2022-230

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North direct Staff to prepare draft zoning by-law regulations for cannabis production and processing uses and schedule a public meeting in order to present the proposed zoning by-law regulations to the public for review and comment.

CARRIED

Councillor Hern removed herself from the meeting by shutting off her camera and microphone prior to the discussion regarding transportation. She had previously declared a conflict with Report RPL 2022-014 being a report on transportation options for the Mount Forest Lion Roy Grant Pool users, as her spouse is employed with one of the transportation options. Due to technical issues Council Hern's image appeared to be frozen in the meeting video, however it is confirmed by the Clerk that Councillor Hern was not part of the discussion.

RESOLUTION: 2022-231

Moved: Councillor Yake

Seconded: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North receive Report RPL 2022-014 being a report on transportation options for the Mount Forest Lion Roy Grant Pool users;

AND FURTHER THAT Council direct staff to implement a passport tracking and season refund option for users;

AND FURTHER THAT Council direct staff to implement a refund of \$24.00 per visit, to a seasonal maximum of \$500, for users from the Township of Wellington North living North of Sideroad 5/Line 10;

AND FURTHER THAT Council direct staff to fund these refunds using 2022 approved operating accounts specific to the Lion Roy Grant Pool.

CARRIED

Councillor Hern returned to the meeting.

RESOLUTION: 2022-232

Moved: Councillor McCabe

Seconded: Councillor Hern

THAT the Council of the Corporation of the Township of Wellington North receive Report CLK 2022-014 being a report to establish a Compliance Audit Committee (CAC);

AND FURTHER THAT Council approves the Terms of Reference for the CAC jointly with the Wellington County municipalities for the 2022-2026 Term of Council;

AND FURTHER THAT Council appoints the following members to the CAC for the 2022-2026 term of Council

Jim McQueen

Wesley Snarr

Douglas Auld

Joseph Servos

AND FURTHER THAT Council authorizes the Mayor and Clerk to sign a by-law authorizing the Compliance Audit Committee and Terms of Reference for the 2022-2026 Term of Council;

AND FURTHER THAT Council authorizes the Mayor and Clerk to sign a by-law appointing members to the CAC for the 2022-2026 Term of Council.

CARRIED

## **NOTICE OF MOTION**

No notice of motion was tabled.

## **COMMUNITY GROUP MEETING PROGRAM REPORT**

Councillor Yake (Ward 1):

- Thanked everybody that was involved in supporting the Hospital Foundation gala

Councillor Hern (Ward 3):

- Arthur BIA meeting was cancelled due to technical issues
- Arthur Chamber of Commerce is focused on Arthur 150 celebrations
- Mount Forest Chamber of Commerce is working on Fireworks Festival

Councillor McCabe (Ward 4):

- Thank you to those that attended the Arthur Opti-Mrs unveiling of the renovated park that was held on Saturday

#### **BY-LAWS**

- a. By-law Number 069-22 being a by-law to enter into an agreement with K Smart Associates as Drainage Consultants for the Corporation of the Township of Wellington North
- b. By-law Number 070-22 being a by-law to authorize the purchase of real property being Pt Lt 33 Con 1 Normanby: Pt 2 PL 61R22224; T/W as in RO748479; Wellington North (Officer's Auto Care Inc., 210 Industrial Drive)
- c. By-law Number 071-22 being a by-law to establish a Joint Compliance Audit Committee and to approve the Terms of Reference and repeal By-law 046-18
- d. By-law Number 072-22 being a by-law to appoint members to the Joint Compliance Audit Committee for the Township of Wellington North and Repeal By-law 075-18
- e. By-law Number 073-22 being a by-law to appoint Drainage Superintendent for the Corporation of the Township of Wellington North
- f. By-law Number 074-22 a by-law to amend By-law 010-15 being a by-law to licence charitable or religious organizations to conduct and manage lottery schemes for charitable or religious purposes in the Township of Wellington North
- g. By-law Number 076-22 being a by-law to amend By-law 072-22 being a by-law for the imposition of Development Charges

RESOLUTION: 2022-233

Moved: Councillor Yake

Seconded: Councillor McCabe

THAT By-law Number 069-22, 070-22, 071-22, 072-22, 073-22, 074-22, and 076-22 be read a First, Second and Third time and enacted.

CARRIED

#### **CLOSED MEETING SESSION**

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

- (c) a proposed or pending acquisition or disposition of land by the municipality or local board
- (d) labour relations or employee negotiations
- (b) personal matters about an identifiable individual, including municipal or local board employees;



RESOLUTION: 2022-234

Moved: Councillor Burke

Seconded: Councillor Hern

THAT the Council of the Corporation of the Township of Wellington North go into a meeting at 9:10 p.m. that is closed to the public under subsection 239 (2) of the Municipal Act, 2001, specifically:

(c) a proposed or pending acquisition or disposition of land by the municipality or local board

(d) labour relations or employee negotiations

(b) personal matters about an identifiable individual, including municipal or local board employees;

CARRIED

#### 1. REPORTS

- EDO 2022-024 Land Sale
- HR 2022-007 Market Check and Policy Review
- HR 2022-008 Chief Administrative Officer Candidate Review

#### 2. REVIEW OF CLOSED SESSION MINUTES

- May 24, 2022
- June 6, 2022

#### 3. RISE AND REPORT FROM CLOSED MEETING SESSION

RESOLUTION: 2022-235

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North rise from a closed meeting session at 9:50 p.m.

CARRIED

RESOLUTION: 2022-236

Moved: Councillor Hern

Seconded: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North receive Report EDO 2022-024 Land Sale;

AND FUTURE THAT Council approve the confidential direction to staff.

CARRIED

RESOLUTION: 2022-237

Moved: Councillor Burke

Seconded: Councillor Yake

THAT the Council of the Corporation of the Township of Wellington North receive Report HR 2022-007 Market Check and Policy Review;

AND FUTURE THAT Council approve the confidential direction to staff.

CARRIED

RESOLUTION: 2022-238

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North receive report HR 2022-008 Chief Administrative Officer Candidate Review;

AND FUTHER THAT Council approve the confidential direction to staff.

CARRIED

RESOLUTION: 2022-239

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North approve the Closed Meeting Minutes of the May 24, 2022 and June 6, 2022 Council Meetings.

CARRIED

### **CONFIRMING BY-LAW**

RESOLUTION: 2022-240

Moved: Councillor Burke

Seconded: Councillor Hern

THAT By-law Number 077-22 being a By-law to Confirm the Proceedings of the Council of the Corporation of the Township of Wellington North at its Regular Meeting held on June 27, 2022 be read a First, Second and Third time and enacted.

CARRIED

### **ADJOURNMENT**

RESOLUTION: 2022-241

Moved: Councillor Yake

Seconded: Councillor McCabe

THAT the Regular Council meeting of June 27, 2022 be adjourned at 9:54 p.m.

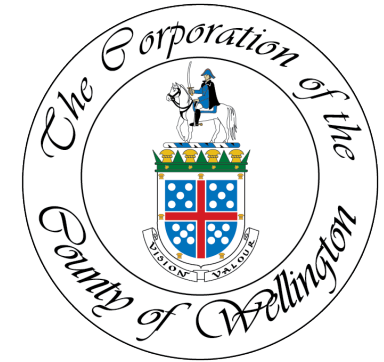
CARRIED

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**MAYOR**

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**CLERK**



# A Review of Cannabis Production and Processing As a Land Use: Regulatory Options Report

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Prepared for the Township of Wellington North

County of Wellington  
Planning and Development Department

June 27, 2022

# Purpose of the Presentation

- To present regulatory options to regulate cannabis production and processing uses in the Township.
- Planning Staff “Recommended Options” provided for Council’s consideration in Regulatory Options Report.
- Endorsed directions will serve to inform preparation of draft zoning by-law provisions.



# Interim Control By-law 092-21: Cannabis Related Uses

- Council Resolution: 2021-263

Staff directed to “...undertake a study in respect of land use planning policies relating to Cannabis Operations within the municipality with respect to noise, odour, water usage, security, traffic etc.”

- An Interim Control By-law (ICBL) was passed on September 27, 2021 prohibiting the use of land, buildings, or structures for “Cannabis Production Related Uses” for a one year period in the Township.
- The ICBL does not apply to the growing of personal recreational cannabis plants at a residence (4 plants or fewer)



# Cannabis Production and Related Uses Study

The study includes four main phases:

- ~~1. Background Review – report completed~~
- 2. Review of Policy Options – Regulatory Option Report prepared for Council consideration.**
3. Public Consultation – input welcomed at public meeting
4. Final Recommendations – final report and policy recommendations prepared for Township Council's consideration.



# Regulatory Options

## Additional Defined Terms:

- Township Zoning By-law does not specifically define cannabis, cannabis production, and cannabis processing.
- A common approach is to define these terms in a zoning by-law.

## Recommendation:

- **Additional definitions should be added to the Township zoning by-law.**



# Regulatory Options

## Zoning Standards for Cannabis Uses:

- Township Zoning By-law does not include specific standards or regulations for cannabis production or processing uses.
- A common approach is to include standards such as minimum lot sizes, setbacks to sensitive land uses, lighting and odour control requirements etc. in a zoning by-law

## Recommendation:

- **Standards and regulations should be added to the Township zoning by-law.**





# Regulatory Options

## Site Plan Control for Cannabis Uses:

- Township site plan control by-law requires site plan approval for all new development unless exempted. Exemptions exist for single detached residential dwellings, agricultural uses etc.
- A common approach is to require site plan approval for cannabis production and processing uses. This allows for the review of the site design, and supporting studies (eg. odour controls, and lighting)

## Recommendation:

- **Township's site plan control by-law should be updated to require site plan approval for cannabis uses.**



# Regulatory Options

## Zoning Options for Cannabis Uses:

1. The use is defined but not permitted and is effectively prohibited.
2. The zoning by-law includes provisions and standards for the use, however a zoning by-law amendment is required to permit the use on a particular property.
3. The use is permitted in a particular zone(s) with detailed provisions and standards.

## Recommendation:

- **Option #2 is recommended. General direction is provided by the zoning by-law, however site specific amendment allows for more detailed review of compatibility and opportunity for public input.**



# Regulatory Options

## Locations for Cannabis Uses:

- Township can consider and direct where cannabis production and processing uses should generally be located.
- Considerations include: OMAFRA comments, County of Wellington Official Plan, Background Report findings

## Recommendation:

- **Indoor Cannabis Production: Directed to agricultural and industrial areas (subject to compatibility being addressed)**
- **Outdoor Cannabis Production: Directed to agricultural area (subject to compatibility being addressed)**
- **Cannabis Processing: Directed to industrial and agricultural areas (in agricultural areas as an agricultural related uses or on farm diversified use).**



# Regulatory Options

## Industrial Hemp:

- Regulated under the Cannabis Act. An Industrial Hemp License is required to grow hemp.
- Grown in a similar fashion as cannabis. Land use compatibility issues are similar (eg. odour, lighting)
- Some municipalities regulate them similarly (eg. Pelham)

## Recommendation:

- **That Industrial hemp and medical/recreational cannabis be regulated similarly by the Township.**



# Next Steps

- Council endorsed regulatory options to be used to developed draft zoning by-law.
- Draft zoning by-law to be presented at a future public meeting.



**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH**  
**PUBLIC MEETING MINUTES - JUNE 27, 2022 @ 7:00 P.M.**  
**VIA WEB CONFERENCING <https://www.youtube.com/watch?v=GXgtlCTIcwM>**

**Members Present:**

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

**Staff Present:**

**Interim Chief Administrative Officer/Chief Building Official:** Darren Jones  
**Interim Chief Administrative Officer/Director of Operations:** Matthew Aston  
**Director of Legislative Services/Clerk:** Karren Wallace  
**Deputy Clerk:** Catherine Conrad  
**Director of Finance/Treasurer:** Farhad Hossain  
**Economic Development Officer:** Dale Small  
**Community Recreation Coordinator:** Mandy Jones  
**Manager of Recreation Services:** Tom Bowden

**CALLING TO ORDER - Mayor Lennox**

Mayor Lennox called the meeting to order at 7:23 p.m.

**DISCLOSURE OF PECUNIARY INTEREST**

No pecuniary interest disclosed.

**OWNERS/APPLICANT**

Christian F. Martin

**LOCATION OF THE SUBJECT LAND**

The land subject to the proposed amendment is described as Part Lot 16, Con 14, Con 13, Part Lot 16 & 17, and known municipally as 9583 Sideroad 15. The property is approximately 104.95 ha (259.3 ac) in size.

**PURPOSE AND EFFECT OF THE APPLICATION**

The purpose and effect of the proposed amendment is to amend the existing Site Specific Agricultural (A-104) Zone. This application is seeking to rezone the subject lands to permit 10,000 ft<sup>2</sup> of outdoor storage for an existing on farm diversified use. Additional relief may be considered at this meeting.

**NOTICE**

Notices were mailed to property owners within 120 m of the subject property as well as the applicable agencies and posted on the subject property on May 17, 2022.

**PRESENTATIONS**

Matthieu Daoust, Senior Planner, County of Wellington, Township of Wellington North

- Planning Report dated June 16, 2022

**PLANNING OPINION**

The proposed zoning amendment would provide relief from the regulations of the home industry to establish a 929 m<sup>2</sup> (10,000 ft<sup>2</sup>) outdoor storage area for an existing

metal workshop. The property is currently zoned Agricultural (A-104) and Natural Environment (NE).

Planning Staff generally have no concerns with the application. The proposed outdoor storage is located behind the existing home industry and shall be visually screened from Sideroad 15. Further, the surrounding land uses are agricultural uses. The application is consistent with applicable Provincial Policy and generally conforms with the Official Plan. A draft zoning by-law has been attached to this report for public viewing and Councils consideration.

#### INTRODUCTION

The subject property is legally described as Con 14, Pt Lot 16, Con 13, Pt Lot 16 & 17. The property is approximately 104.95 ha (259.36 ac) in size. The subject lands are agricultural with an existing home industry.

#### PROPOSAL

The proposed amendment is to amend the existing Agricultural Site Specific (A-104) Zone to provide relief from the regulations of the home industry to establish a 929 m<sup>2</sup> (10,000 ft<sup>2</sup>) outdoor storage area for an existing metal workshop. The proposal would amend the current Agricultural Site Specific (A-104) Zone

#### WELLINGTON COUNTY OFFICIAL PLAN

The subject lands are designated PRIME AGRICULTURE, GREENLANDS and CORE GREENLANDS. Identified environmental features include a Provincial Significant Wetland, Significant Wooded Area, an Environmental Sensitive Area and a Saugeen Valley Conservation Authority regulated Hazard Lands. The proposed use is beyond the required 30m set back from the environmental feature on the subject property.

Under section 6.4.3 of the Plan, secondary uses including home businesses and farm businesses are permitted. Section 6.4.4 further outlines that a home business includes home industries which “are small in scale with a limited number of employees, and minimal off site impacts – examples include minor equipment repair, woodworking, crafts, and welding”.

#### ZONING BY-LAW

The subject property is zoned Agricultural Site Specific (A-104) and Natural Environmental (NE). Home Industries are permitted within the Agricultural zone subject to criteria outlined in Section 6.14. Section 6.14 c) there is no outside storage of materials, containers or finished products.

An amendment to the zoning by-law is necessary to permit the proposed outdoor storage area for the existing home industry. The applicant is proposing to utilize 929 m<sup>2</sup> (10,000 ft<sup>2</sup>) of outdoor storage area for an existing metal workshop.

#### Draft Zoning By-law:

Planning Staff have prepared a draft site-specific by-law that provides relief from the regulations of the home industry to establish a 929 m<sup>2</sup> (10,000 ft<sup>2</sup>) outdoor storage area for an existing metal workshop. The draft by-law is attached to this report for public viewing and Council's consideration.

#### **CORRESPONDENCE FOR COUNCIL'S REVIEW**

No correspondence was received.

**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**

Enoch Martin, Applicant's Agent, was available to answer questions regarding the application.

**COMMENTS/QUESTIONS FROM COUNCIL**

Councillor McCabe inquired if the metal shop would be for agriculture. Mr. Martin explained that there is an opportunity for work that requires outdoor storage for steel. They will be making train car and building parts. The sheets of steel are 20 feet long and too large to store inside.

Councillor Yake questioned if the storage will be for steel and fabricated building parts. Mr. Martin responded that both would be stored. He would be a subcontractor to Proton Welding.

**ADJOURNMENT**

RESOLUTION: 005-2022

Moved: Councillor McCabe

Seconded: Councillor Yake

THAT the Public Meeting of June 27, 2022 be adjourned at 7:32 pm.

CARRIED

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**MAYOR**

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**CLERK**



**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH  
MINUTES OF SPECIAL COUNCIL MEETING – JUNE 29, 2022 AT 2:00 P.M.**

**Members Present:**

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

**Staff Present:**

**Director of Legislative Services/Clerk: Karren Wallace**  
**Human Resources Manager: Amy Tollefson**  
**Manager Environment and Development Services: Corey Schmidt**

**Other:**

**Consultant Waterhouse Executive Search: Jon Stungevicius**

### **CALLING TO ORDER**

Mayor Lennox called the meeting to order.

### **ADOPTION OF THE AGENDA**

RESOLUTION: 2022-222

Moved: Councillor McCabe

Seconded: Councillor Hern

THAT the Agenda for the June 29, 2022 Special Meeting of Council be accepted and passed.

CARRIED

### **DISCLOSURE OF PECUNIARY INTEREST**

No pecuniary interest disclosed.

### **CLOSED MEETING SESSION**

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

(d) labour relations or employee negotiations

RESOLUTION: 2022-223

Moved: Councillor Burke

Seconded: Councillor Yake

THAT the Council of the Corporation of the Township of Wellington North go into a meeting at 2:03 p.m. that is closed to the public under subsection 239 (2) of the Municipal Act, 2001, specifically:

(d) labour relations or employee negotiations

CARRIED

## 1. REPORTS

HR 2022-009 Chief Administrative Officer Candidates

## 2. RISE AND REPORT FROM CLOSED MEETING SESSION

## RESOLUTION 2022-224

Moved: Councillor McCabe  
Councillor Hern

THAT the Council of the Corporation of the Township of Wellington North rise from a closed meeting session at 5:41 p.m.

## RESOLUTION 2022-225

Moved: Councillor McCabe  
Councillor Yake

THAT the Council of the Corporation of the Township of Wellington North receive report HR 2022-009 Chief Administrative Officer Candidate;

AND FURTHER THAT Council approve the confidential direction to staff.

**CONFIRMING BY-LAW**

## RESOLUTION: 2022-226

Moved: Councillor McCabe  
Seconded: Councillor Hern

THAT By-law Number 078-22 being a By-law to Confirm the Proceedings of the Council of the Corporation of the Township of Wellington North at its Special Meeting held on June 29, 2022 be read a First, Second and Third time and enacted.

CARRIED

**ADJOURNMENT**

## RESOLUTION: 2022-227

Moved: Councillor Hern  
Seconded: Councillor Burke

THAT the Special Council meeting of June 29, 2022 be adjourned at 6:42 p.m.

CARRIED

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MAYOR

---

CLERK



**WELLINGTON NORTH**  
SEMPER PORRO

## Staff Report

**To:** Mayor and Members of Council Meeting of May 24, 2022

**From:** Michael Givens, CAO

**Subject:** CAO 2022-003 Mount Forest Pool Replacement

### RECOMMENDATION

**THAT** Council of the Township of Wellington North receive for information Report CAO 2022-003 Mount Forest Pool Replacement.

### PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

MOUNT FOREST AQUATIC AD-HOC ADVISORY COMMITTEE TERMS OF REFERENCE

RPL 2022-005 being a report on summer recreation programs

Concept Design New Pool-February 8, 2022

CAO 2021-008 fundraising committee guidelines

OPS 2021-012 being a report to prioritize major Wellington North water and wastewater projects

RAC 2016-003 being a report on establishing an ad hoc committee regarding the Mount Forest Pool

### BACKGROUND

At the May 9, 2022 Council meeting, Council requested a summary of “key decision points” that require consideration as we continue to move forward with the design, finance, build of a new pool in Mount Forest. These items are more specifically associated with the financial components associated with a recreation project of this magnitude.

Items for consideration, decision making and direction provision to staff and committee(s)-

1. What is the budget for the new Mount Forest Pool? Current concepts suggest between \$5 and \$5.5 million. Pools can be scoped to meet a budget. Is council going to consider a budget cap or is continued creep acceptable?
2. How much long-term debt is Township council willing to accept to build a pool? \$2.5 million? \$4.5 million? Debt levels are currently low for the Township, but major capital investments that are likely to require debt financing loom.
3. The recent joint meeting of the Recreation, Parks, Leisure Committee and Mount Forest Aquatics Ad Hoc Advisory Committee confirmed that the Ad Hoc Advisory Committee continues to focus fundraising efforts solely on pool enhancements (i.e., items that are not included as part of the existing pool. (E.g., climbing wall, water feature(s), sunshades, bubblers). When the final concept is prepared, Council and staff should sit down and confirm the list of enhancements with pricing and provide that to the Ad Hoc Advisory Committee, so they understand their goal. Is the beach entry an enhancement? Is the trellis an enhancement? Is landscaping surrounding the pool (outside the fence) an enhancement? These are examples of questions that need to be addressed prior to the list of enhancements being provided to the Ad Hoc Advisory Committee.
4. Are funds raised through naming rights, contributions from neighbouring municipalities whose residents utilize the pool to go towards the core pool and bathhouse capital funds? Do potential proceeds from the sale of lands of the current pool site go towards the core pool and bathhouse?
5. It has been assumed by some there are 2 separate fundraising pots. 1 for pool enhancements that the Ad Hoc Advisory Committee is focused on and 1 for the core pool (replacement) and bathhouse (replacement). Is it council's assumption that staff are "fundraising" for the core pool and bathhouse?
6. Is the Mount Forest Pool project the #1 priority capital infrastructure project for all eligible provincial or federal funding grants? That is typically a question asked as part of funding applications, requiring a resolution of council to confirm. Council endorsed an application in 2019 to the Investing in Canada Infrastructure Program (ICIP) for the Arthur Community Centre renovations, dressing room expansions. Has the Mount Forest pool now become the number 1 recreation priority?
7. Does Council want to establish clear targets that must be met prior to actual construction proceeding?
  - a. Examples-
    - i. 2/3 of total project funding must be secured prior to proceeding. A combination of fundraising, grants, reserve allocations.
    - ii. Ad hoc Committee has raised 2/3 of funding target for project enhancements.

<b>FINANCIAL CONSIDERATIONS</b>
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**FUNDING SOURCES-**

- Development Charges dedicated to the MF Pool
  - Balance-\$403,000
  - Note-development charges are to be utilized to address “Net Growth Related Costs”
- Cash in lieu of parkland-can be used for upgrading of existing parks/facilities, provided need is due to intensification. The case could be made for certain of the landscape amenities for sure.
  - Balance-\$187,000
- Council Community and Contingency Reserve-really the council discretionary reserve
  - Balance \$8000
- Tax rate stabilization-justification, reduce debt required reduces future tax rate pressure
  - Balance-\$1.4 million
- Capital infrastructure Reinvestment Reserve Fund- used for rehab or replacement of existing infrastructure
  - Balance-\$1.3 million
- Gas tax or Ontario Community Infrastructure Fund-Formula Based (OCIF)-could commit **future** receipt of these funds to the project. That would create a gap for other infrastructure rehab. Gas tax historically focused on bridge rehabilitation, OCIF focused on other infrastructure rehabilitation (roads, water, sanitary)
  - Gas tax, now Canada Community Building Fund (CCBF) 2022 Allocation-\$378,000
  - OCIF 2022 Allocation-\$1,903,374

**OTHER IMMINENT PROJECTS THAT WILL REQUIRE A COMBINATION OF DEBT FINANCING, DEVELOPMENT CHARGES, OTHER DEVELOPER CONTRIBUTION, RESERVES AND GRANTS**

<i>Project</i>	<i>Estimated Cost*</i>
Arthur Wastewater Plant Project – Phase 2	\$8.3 Million (2018)
Mount Forest Water Tower	\$5 Million (2021)
Arthur Water Tower	\$3.7 Million (2020)
Arthur Water Supply	\$3.5 Million (2021)
Mount Forest Wastewater Plant Capacity	Unknown
Arthur Water Treatment	Unknown
Arthur Community Centre Renovations & Dressing Room Additions	\$1.8 Million (ice plant, piping, ice surface work completed)
Mount Forest Fire Hall	\$2 Million
Arthur Operations Centre	\$3.5 Million

\*- Estimate costs are approximate, and parenthesis' indicate year of engineered or preliminary estimate.

The above list is not exhaustive but is to provide context of the amount of funding that will be required in the near future.

**OTHER CONSIDERATIONS-**

## 1. 2022 ANNUAL REPAYMENT LIMIT-\$2,296,276

This limit represents the maximum amount which the municipality had available as of December 31, 2020 to commit to payments relating to debt and financial obligation.

2. Mount Forest Pool Operations-annually pool operations cost the Township approximately \$70,000. These are operating costs only. A 25-year debenture for \$2.5 million would add over \$150,000 annually to the pool costs.

<b>ATTACHMENTS</b>
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1. Amortizing Debenture Draft Payment Schedule \$2.5 million, 25 year, 3.50% interest, annual payment
2. 2022 Annual Repayment Notice-MMAH
3. MF Pool Concept 3-most preferred concept based on survey results
4. Resolution #2019-341

<b>STRATEGIC PLAN 2019 – 2022</b>
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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

<b>Prepared By:</b>	Michael Givens, CAO	<i>Michael Givens</i>
<b>Recommended By:</b>	Michael Givens, Chief Administrative Officer	<i>Michael Givens</i>

## >> Amortizing Debenture Schedule

Organization Name	Wellington North
Principal Amount	\$2,500,000.00
Annual Interest Rate	3.50 %
Loan Term (Year)	25
Debenture Date (mm/dd/yyyy)	08/01/2023
Maturity Date (mm/dd/yyyy)	08/01/2048
Payment Frequency	Annual
Loan Type	Amortizing

Payment Date	Total Payment	Principal Amount	Interest Amount	Principal Balance
08/01/2024	\$151,685.09	\$64,185.09	\$87,500.00	\$2,435,814.91
08/01/2025	\$151,685.09	\$66,431.57	\$85,253.52	\$2,369,383.34
08/01/2026	\$151,685.09	\$68,756.67	\$82,928.42	\$2,300,626.67
08/01/2027	\$151,685.09	\$71,163.16	\$80,521.93	\$2,229,463.51
08/01/2028	\$151,685.09	\$73,653.87	\$78,031.22	\$2,155,809.64
08/01/2029	\$151,685.09	\$76,231.75	\$75,453.34	\$2,079,577.89
08/01/2030	\$151,685.09	\$78,899.86	\$72,785.23	\$2,000,678.03
08/01/2031	\$151,685.09	\$81,661.36	\$70,023.73	\$1,919,016.67
08/01/2032	\$151,685.09	\$84,519.51	\$67,165.58	\$1,834,497.16
08/01/2033	\$151,685.09	\$87,477.69	\$64,207.40	\$1,747,019.47
08/01/2034	\$151,685.09	\$90,539.41	\$61,145.68	\$1,656,480.06
08/01/2035	\$151,685.09	\$93,708.29	\$57,976.80	\$1,562,771.77
08/01/2036	\$151,685.09	\$96,988.08	\$54,697.01	\$1,465,783.69
08/01/2037	\$151,685.09	\$100,382.66	\$51,302.43	\$1,365,401.03
08/01/2038	\$151,685.09	\$103,896.05	\$47,789.04	\$1,261,504.98
08/01/2039	\$151,685.09	\$107,532.42	\$44,152.67	\$1,153,972.56
08/01/2040	\$151,685.09	\$111,296.05	\$40,389.04	\$1,042,676.51
08/01/2041	\$151,685.09	\$115,191.41	\$36,493.68	\$927,485.10
08/01/2042	\$151,685.09	\$119,223.11	\$32,461.98	\$808,261.99
08/01/2043	\$151,685.09	\$123,395.92	\$28,289.17	\$684,866.07
08/01/2044	\$151,685.09	\$127,714.78	\$23,970.31	\$557,151.29
08/01/2045	\$151,685.09	\$132,184.79	\$19,500.30	\$424,966.50
08/01/2046	\$151,685.09	\$136,811.26	\$14,873.83	\$288,155.24
08/01/2047	\$151,685.09	\$141,599.66	\$10,085.43	\$146,555.58
08/01/2048	\$151,685.03	\$146,555.58	\$5,129.45	\$0.00
	<b>\$3,792,127.19</b>	<b>\$2,500,000.00</b>	<b>\$1,292,127.19</b>	

### DISCLAIMER:

Infrastructure Ontario does not warrant or make any representations regarding the use or the results of the use of the calculator found herein in terms of their correctness, accuracy, timeliness, reliability, or otherwise. Under no circumstances shall Infrastructure Ontario be held liable for any damages, whether direct, incidental, indirect, special, or consequential, and including, without limitation, lost revenues or lost profits, arising from or in connection with your use or reliance on the calculator found herein.

This calculator is provided for general illustrative purposes only and does not constitute investment advice. To take into account your specific circumstances, you should obtain professional investment, legal and/or tax advice, as appropriate.

## 2022 ANNUAL REPAYMENT LIMIT

(UNDER ONTARIO REGULATION 403 / 02)

<b>MMAH CODE:</b>	75617		
<b>MUNID:</b>	23020		
<b>MUNICIPALITY:</b>	Wellington North Tp		
<b>UPPER TIER:</b>	Wellington Co		
<b>REPAYMENT LIMIT:</b>		\$	2,296,276

The repayment limit has been calculated based on data contained in the 2020 Financial Information Return, as submitted to the Ministry. This limit represents the maximum amount which the municipality had available as of December 31, 2020 to commit to payments relating to debt and financial obligation. Prior to the authorization by Council of a long term debt or financial obligation, this limit must be adjusted by the Treasurer in the prescribed manner. The limit is effective January 01, 2022

### FOR ILLUSTRATION PURPOSES ONLY,

The additional long-term borrowing which a municipality could undertake over a 5-year, a 10-year, a 15-year and a 20-year period is shown.

If the municipalities could borrow at 5% or 7% annually, the annual repayment limits shown above would allow it to undertake additional long-term borrowing as follows:

5% Interest Rate			
	(a)	20 years @ 5% p.a.	\$ 28,616,668
	(a)	15 years @ 5% p.a.	\$ 23,834,554
	(a)	10 years @ 5% p.a.	\$ 17,731,231
	(a)	5 years @ 5% p.a.	\$ 9,941,671
7% Interest Rate			
	(a)	20 years @ 7% p.a.	\$ 24,326,775
	(a)	15 years @ 7% p.a.	\$ 20,914,280
	(a)	10 years @ 7% p.a.	\$ 16,128,078
	(a)	5 years @ 7% p.a.	\$ 9,415,183



# DETERMINATION OF ANNUAL DEBT REPAYMENT LIMIT

050

(UNDER ONTARIO REGULATION 403/02)

MUNICIPALITY:

**Wellington North Tp**

MMAH CODE:

**75617**

**Debt Charges for the Current Year**

		1 \$
0210	Principal (SLC 74 3099 01) . . . . .	1,407,345
0220	Interest (SLC 74 3099 02) . . . . .	81,422
0299	<b>Subtotal</b>	<b>1,488,767</b>
0610	Payments for Long Term Commitments and Liabilities financed from the consolidated statement of operations (SLC 42 6010 01) . . . . .	0
9910	<b>Total Debt Charges</b>	<b>1,488,767</b>

**Amounts Recovered from Unconsolidated Entities**

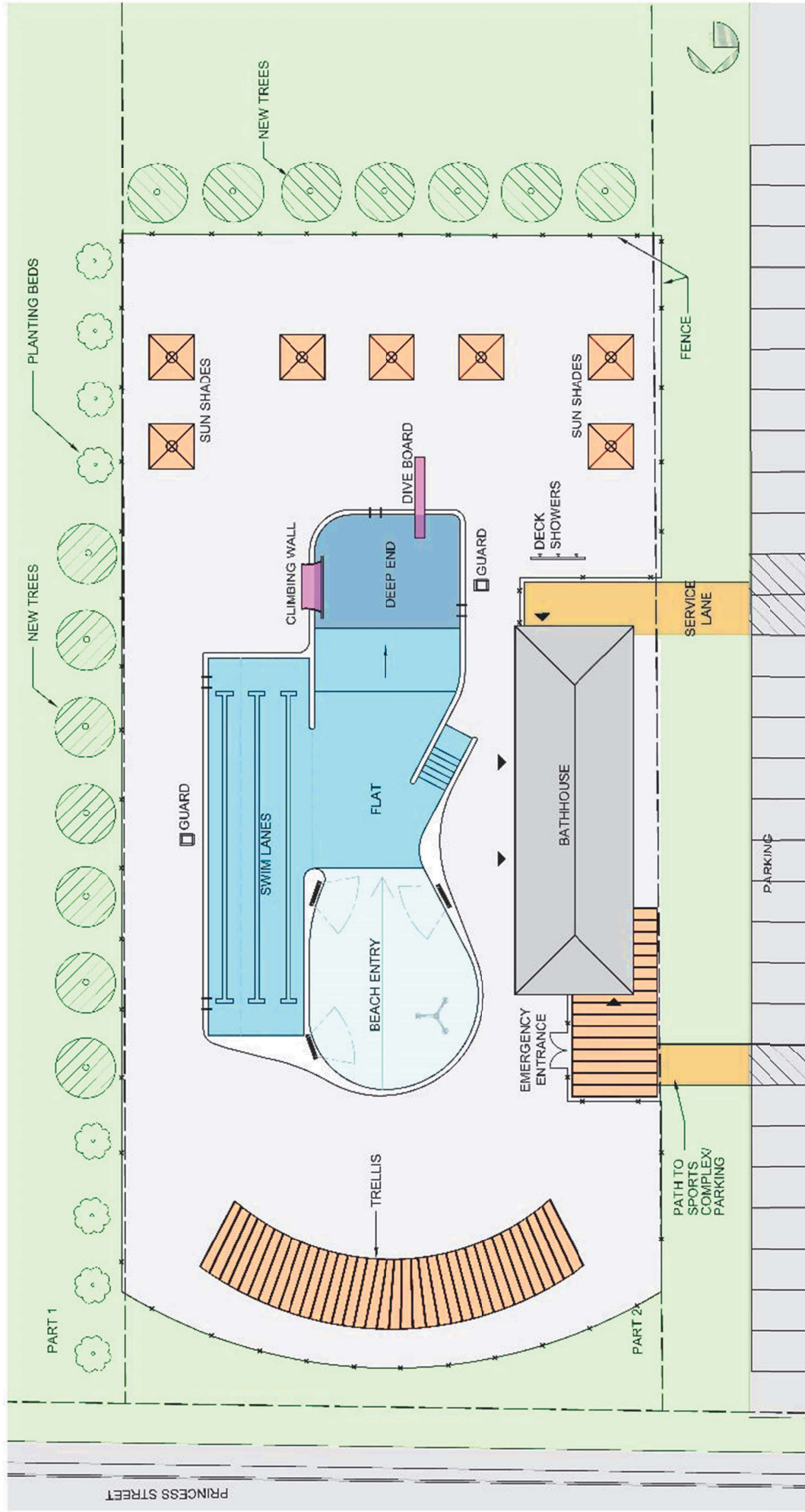
		1 \$
1010	Electricity - Principal (SLC 74 3030 01) . . . . .	0
1020	Electricity - Interest (SLC 74 3030 02) . . . . .	0
1030	Gas - Principal (SLC 74 3040 01) . . . . .	0
1040	Gas - Interest (SLC 74 3040 02) . . . . .	0
1050	Telephone - Principal (SLC 74 3050 01) . . . . .	0
1060	Telephone - Interest (SLC 74 3050 02) . . . . .	0
1099	<b>Subtotal</b>	<b>0</b>
1410	Debt Charges for Tile Drainage/Shoreline Assistance (SLC 74 3015 01 + SLC 74 3015 02) . . . . .	20,394
1411	Provincial Grant funding for repayment of long term debt (SLC 74 3120 01 + SLC 74 3120 02) . . . . .	0
1412	Lump sum (balloon) repayments of long term debt (SLC 74 3110 01 + SLC 74 3110 02) . . . . .	0
1420	<b>Total Debt Charges to be Excluded</b>	<b>20,394</b>
9920	<b>Net Debt Charges</b>	<b>1,468,373</b>

		1 \$
1610	Total Revenue (SLC 10 9910 01) . . . . .	18,698,178
<b>Excluded Revenue Amounts</b>		
2010	Fees for Tile Drainage / Shoreline Assistance (SLC 12 1850 04) . . . . .	0
2210	Ontario Grants, including Grants for Tangible Capital Assets (SLC 10 0699 01 + SLC 10 0810 01 + SLC 10 0815 01) . . . . .	2,853,123
2220	Canada Grants, including Grants for Tangible Capital Assets (SLC 10 0820 01 + SLC 10 0825 01) . . . . .	51,135
2225	Deferred revenue earned (Provincial Gas Tax) (SLC 10 830 01) . . . . .	0
2226	Deferred revenue earned (Canada Gas Tax) (SLC 10 831 01) . . . . .	356,309
2230	Revenue from other municipalities including revenue for Tangible Capital Assets ( SLC 10 1098 01 + SLC 10 1099 01) . . . . .	110,171
2240	Gain/Loss on sale of land & capital assets (SLC 10 1811 01) . . . . .	-111,686
2250	Deferred revenue earned (Development Charges) (SLC 10 1812 01) . . . . .	305,016
2251	Deferred revenue earned (Recreation Land (The Planning Act)) (SLC 10 1813 01) . . . . .	0
2252	Donated Tangible Capital Assets (SLC 53 0610 01) . . . . .	0
2253	Other Deferred revenue earned (SLC 10 1814 01) . . . . .	25,687
2254	Increase / Decrease in Government Business Enterprise equity (SLC 10 1905 01) . . . . .	0
2255	Other Revenue (SLC 10 1890 01 + SLC 10 1891 01 + SLC 10 1892 01 + SLC 10 1893 01 + SLC 10 1894 01 + SLC 10 1895 01 + SLC 10 1896 01 + SLC 10 1897 01 + SLC 10 1898 01) . . . . .	49,829
2299	<b>Subtotal</b>	<b>3,639,584</b>
2410	Fees and Revenue for Joint Local Boards for Homes for the Aged . . . . .	0
2610	<b>Net Revenues</b>	<b>15,058,594</b>
2620	<b>25% of Net Revenues</b>	<b>3,764,649</b>
9930	<b>ESTIMATED ANNUAL REPAYMENT LIMIT (25% of Net Revenues less Net Debt Charges)</b>	<b>2,296,276</b>

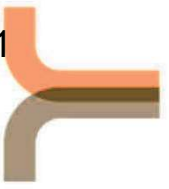
\* SLC denotes Schedule, Line Column.

# Concept 3. - Plan

017



051



Concept Design for New Outdoor Pool



519.848.3620  
1.866.848.3620 FAX 519.848.3228

Plan to  
Simply Explore.

www.simplyexplore.ca

RESOLUTION: 2019-341

Moved: Councillor Hern

Seconded: Councillor Yake

*THAT the Council of the Corporation of the Township of Wellington North receive Report RAC 2019-019 being a report on the Investing in Canada Infrastructure Program (ICIP) Application be received;*

*AND FURTHER THAT Council support and direct staff to submit an application for the rehabilitation of the Arthur and Area Community Centre consistent with this report, a project which will result in improved functionality and accessibility at the community-owned facility;*

*AND FURTHER THAT Council agree to fund the Township's share of the project cost, as recommended by Township staff, if the application is successful.*

CARRIED

I, Karren Wallace, CLERK OF THE  
TOWNSHIP OF WELLINGTON NORTH  
HEREBY CERTIFY THIS TO BE A  
TRUE AND COMPLETE COPY

Karren Wallace  
Karren Wallace

*of Resolution 2019-341 from the Nov 4/18  
meeting of Council*

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH  
RECREATION, PARKS AND LEISURE COMMITTEE MEETING MINUTES  
TUESDAY, JUNE 7, 2022 @ 4:00 P.M.  
VIA WEB CONFERENCING**

**Committee Members Present:**

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

**Staff Members Present:**

- Mandy Jones, Interim Manager Programming and Community Engagement (MPCE)
- Tom Bowden, Recreation Services Manager (RSM)
- Jessica Turnbull, Administrative Support
- Darren Jones, Interim CAO /Chief Building Official (CBO)
- Cathy Conrad, Deputy Clerk

**Guests:**

- Andy Lennox, Mayor

<b>Calling to Order</b>
Chair McCabe called the meeting to order at 4:00 p.m.
<b>Adoption of Agenda</b>
RESOLUTION RPL 2022-034 Moved by Member Yake Seconded by Member Milne  THAT the agenda for the June 7, 2022, Township of Wellington North Recreation, Parks and Leisure Committee meeting be accepted and passed.  CARRIED
<b>Disclosure of Pecuniary Interest</b>
None
<b>Deputation</b>
<b>Minutes of Previous Meeting – April 5, 2022 approved at Council on April 11, 2022, 2022</b>
RESOLUTION RPL 2022-035 Moved by Member Milne Seconded by Member Yake  THAT the Recreation, Parks and Leisure Committee receive the minutes of the May 10, 2022, Committee Meeting.  CARRIED

<b>Business Arising From Minutes</b>
<b>Ad Hoc Committee Updates</b>
<p>Arthur Lions Skateboard Park (Verbal)  The RSM stated the Arthur Lions Club and staff will be putting crushed stone around the outside of the skateboard park temporarily in order to open it for July 1<sup>st</sup> weekend. In the fall, topsoil and grass seed will be placed.  The concrete slab was poured Friday, June 3, 2022 and Canadian Ramp Company is scheduled to begin putting the equipment in later in June.</p>
<b>Reports</b>
<p>RPL 2022-010 Reduced Fee Bronze Programs  RESOLUTION RPL 2022-036  Moved by Member Yake  Seconded by Member Milne</p> <p>THAT the Recreation, Parks and Leisure Committee receive Report RPL 2022-010 being a report on a reduced fees for bronze courses;</p> <p>AND FURTHER THAT the Committee recommend that the Council of the Township of Wellington North reduce the 2022 and 2023 fee for bronze medallion and bronze cross to \$100.00;</p> <p>AND FURTHER THAT the Committee recommend Council authorize the Mayor and Clerk to sign the applicable amended fees and charges by-law after the required notice period.</p> <p>CARRIED</p> <p>The MPCE spoke to Committee about the difficulties staffing the pools. By lowering the cost of the bronze courses more local advanced swimmers will register for the programs placing them on the path to become a lifeguard.</p> <p>Member Milne asked if there is any indication that the cost is the cause for the barriers and if there is any other incentive that can be offered to register for these courses. The MPCE stated that it cannot be said for certain cost is a barrier to pursuing these certifications as it could also be course offerings or schedule availability. The aim is to try and remove or limit one of the barriers. Township continues to investigate adding back-to-back bronze courses that would put an advanced swimmer on the path to becoming a lifeguard sooner and easier.</p> <p>Member Yake asked to be made aware if these is an uptick in registration for these courses.</p>

Mayor Lennox inquired that since lifeguard courses are trained in lifesaving could these courses be eligible for volunteer hours for high school requirements. The MPCE stated she will want to connect with the zone chair with the lifesaving society to see what opportunities exist.

Member Milne suggested that there be an incentive to complete the course and receive a few hours of pool time with friends.

The bronze courses can be offered at our pools locally, but for the national lifeguard pool instructor course, advanced swimmers would have to go outside of our community to receive this training.

The lifeguards will be putting out some interactive marketing day in the life videos at the facilities to drum up interest.

#### Concession

RESOLUTION RPL 2022-037

Moved by Member Yake

Seconded by Member Milne

THAT the Recreation, Parks and Leisure Committee receive for information Report RPL 2022-011 being a report on concession booths at the Mount Forest and Arthur Arenas;

AND FURTHER THAT Committee recommend the Council of the Township of Wellington North direct staff to pursue the Private Business Option 2, with possible implementation in the fall of 2022.

#### CARRIED

The MPCE stated that in a typical year The Township would hire eleven people including a coordinator to facilitate the operations of the concession booths. As recruitment has become more and more difficult the recommendation contained within this report is seen as a way for the Township to potentially offer concession services, while outsourcing their management and staffing. In a typical year, concession booths would be open September through April several days a week.

Member Milne asked if the \$500 fee is considered high or low. The RSM expressed the fee seems high in terms of what the profits have been over the past few years.

Chair McCabe suggested a fee of \$300 for Mount Forest as they have the Junior B hockey team and \$200 for Arthur and asked if service clubs in either town have been approached.

The MPCE answered staff have not approached service clubs or businesses at this point.

Member Yake suggested a fee of \$250 for each arena to try and keep it consistent and asked staff if they hope to get the same person to run both. The RSM stated they would be open to having one person run both concessions and has talked to one service provider that may be interested in running the one in Mount Forest.

Mayor Lennox indicated to ask for proposals and see what kinds are brought to the table.

Member Milne suggested not charging a fee and setting out service level expectations as well as the possibility of approaching the local Tim Horton's to run the concessions.

Mayor Lennox supports the recommendations and wants to ensure staff know Committee is very flexible with the rates.

#### Mount Forest Lion Roy Grant Pool (Verbal)

The RSM addressed committee with news on the pool and that during the draining and maintenance of the pool staff found the pool liner in the deep end has pulled away from the wall and has several rips in it and is beyond repair for staff. The RSM looked for a quote from a commercial pool company and it came back in at \$168,000 to repair the deep end liner and staff are still looking for another company for another quote. Public Health toured the facility today, and they would like staff to complete a structural inspection of the pool tank walls. Public Health addressed another issue and that was the recirculation rate for the pool and the need for it to be increased. Last year around 20 thousand liters of water were lost per day as there is a crack or break in one of the return lines. There would be an undetermined plumbing and concrete costs associated with fixing it.

Expenses known at present for the pool are estimated at around \$180,000.

In terms timing the liner could be completed in around 2-3 weeks from award and staff would require a further 5 days to open the facility, fill and balance the water.

Member Milne asked for clarification on what happens if the pool did not open.

The MPCE stated that in terms of timeline they would not be able to connect with the liner company until the 20<sup>th</sup>, following the Council meeting, which would push the timeline back a couple of weeks. Programming staff have discussed what can be done in the interim if the pool is not able to open for the summer. Staff have not investigated pricing for busing, or other transportation options yet, as some direction is needed on how often the buses need to run, where the priority is (public swimming, family swimming, lessons etc.) and what the daily cost cap will be, and staff could work from there. The pool typically closes August 27<sup>th</sup>.

The CBO clarified to committee that if the decision is to not open the pool it would be not just this summer but next as well until the new pool is built.

Mayor Lennox is prepared to call a special meeting to deal with this issue as timing is a concern.

Member Milne asked if the Arthur Pool has the capacity to take on the extra times.

The MPCE explained that the lifeguards would be rescheduled and program offering

would be updated to allow for some more programs and capacities would be able to be increased because more lifeguards would be available to work in Arthur.

Committee directed staff to complete cost analysis reports on busing, activity attendance and the RIDE WELL program etc. for the next council meeting

Mayor Lennox mentioned the GOST bus as a potential idea if The Township decides to go down the closure route.

#### **Items for Consideration**

None

#### **Roundtable**

Arthur OptiMrs Playground Grand Opening

The MPCE the Grand Opening Celebration will take place Saturday June 25<sup>th</sup> from 2PM-4PM with speeches by mayor Lennox, Member Yake and Shauna Lougheed, President of the OptiMrs Club.

Pickleball Program Mount Forest

The program is being well received by the community with a number of new players.

George Laughlin Retirement

The RSM stated that a posting came out today for a Lead Hand in Recreation as George Laughlin will be retiring at the end of the month. He started with the Township around 15 years ago.

Member Yake suggested a letter to George from Committee.

#### **Adjournment**

RESOLUTION RPL 2022-038

Moved by Member Yake

Seconded by Member Milne

*THAT the Township of Wellington North Recreation, Parks and Leisure Committee meeting of June 7, 2022 be adjourned at 5:01 p.m.*

CARRIED





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

## Directors Meeting Minutes : June 8th, 2022

Attending: Tom Gorecki, Paula Coffey, Faye Craig, Dale Small, Councillor Lisa Hern, Brea Smith via phone

Regrets:, Bonnie McIntosh

Brea called the meeting to order @ 5:32 pm and welcomed everyone.

Approval of previous months minutes:

-Tom motion for approval, Paula 2<sup>nd</sup>. Approved by all.

Committee Reports:

**Economic Development Report** – Dale Small:

- Focus has been on 150 Shop Local 4 entertainers, non stop music that weekend.
- plaque almost complete, hoping to install beforehand & unveil on 150 weekend.
- August 6<sup>th</sup> Shop Local, need to move along on planning, Brea to email Ronda for list of vendors interested in participating.
- Arthur C&C marker June 25<sup>th</sup>.
- Silver Fox Craft Gin trail, 5 Craft Distilleries
- Fall daytrip to Arthur for businesses; socials for the Chamber, Brea. BIA & 101.7 also working on something similar.
- WN Culture days running Sept 25 – Oct 25
- Barn Quilts looking good, about 50 participants.
- Staff Update : Welcoming Amy & Farhad; CAO position still in process.

**Council Report** – Counsellor Lisa Hern

- Recruitment, excited to add to the team.
- Skate Park; concrete poured, waiting for ramps.
- Grant for ACC basic repairs was denied.

Business arising from the previous meeting

*Arthur 150 Planning -*

- Brea attended last months meeting, things well underway. Chamber not much involvement aside from the occasional help with office items or contacting members.
- Chamber Office to be HQ for the 150 weekend.

*AGM-*

- Wednesday, October 19<sup>th</sup>, 2022. (municipal elections October 24<sup>th</sup>)

- Book the legion for sit down dinner.
- Speaker ideas- Ted Arnott, Matthew Rae
- Tom: suggest that it is run more like a party/stag & doe with raffles, door prizes, etc

#### New business:

- socials, date night in Arthur ideas- directors give go ahead. Tom suggest drink of the summer using Silver Fox Blood Orange & ginger beer.
- broken window – township unlikely to fix before 150. Not sure what to put on/over it as 150 schedules are in those windows. Dale/Lisa to connect with Darren.
- Clean up flyer going ok, slight hold up with illness. Will finish up soon.
- Barn quilt location: poppies to come down out of window and barn quilt to be hung there by Brea. After 150 weekend, permanent home in the window on Historical Society side.
- MOU- set aside for now.
- Flooring; quotes in from coverups, \$6000 & \$7000. Darren said no budget for cosmetic upgrades, board agrees there are also safety concerns.
- Tom to reach out to his carpet company and get quote for laying down large mats for 150 weekend; Dale authorizes if its under \$1000 book it and send bill to him. Over, send quote.
- Brea to take yellow vinyl wording off window.
- insurance payment, confirm with Jacklyn.
- Paula legion banners/bunting – do we have extra to allow them to borrow? Faye thinks no, Brea will confirm.
- bounce castles\$1 fee – could we donate to legion?
- Eileen at Arthur School of Art had 3<sup>rd</sup> class down to paint maple leaves.

#### Presidents Report – Tom

-nothing to report.

#### Correspondence:

- certificate for Chamber came in mail.
- welcome to new member Mapleton Acres.

#### Financial Statements:

- Provided by Be Sure Financial via email.
- same as last month as new statements were not out at time of meeting.

#### **Meeting Outline for 2022**

September 14, 2022  
 October 12, 2022  
 November 9, 2022  
 December 14, 2022

#### **Chamber AGM**

October 19<sup>th</sup>, 2022

#### **Dates to Remember**

August 6 – Arthur Vendor Market



## 150 Committee Meeting

Monday June 20, 2022

Attendance: Dianne MacDonald, Faye Craig, Lynn Rawlins, Vivianne Macdonald, Debbie Atkinson, Marilyn Theurer, Brent Hurd, Doris Cassan, Jennifer McDougall, Diane and Mary Mitchell, Patti Emery, Jeff McKee, Bonny McDougall, Mary and Gerald Townsend, Mayor Andy Lennox, Keith Harris.

Clean up and preparation: Faye has been in contact with the Township staff to express her concerns for the cleanup of the downtown area. Loyal members of the Horticulture Society have been busy planting, weeding and sprucing up several areas. Some main street laneways need attention and walkways need to be swept and cleaned up.

John Hagarty graciously accepted and has power washed the Cenotaph. He donated his time and expenses.

Parade: There are 33 entries and possibly more to come. Deb received approval to use the Loonie Toonie parking lot for the tractors to gather and join the parade route. Vivianne has booked both the Fergus Pipe Band and the Fergus Brass Band. The cost of both bands will be a total of 1100.00. BrokerLink and Wightman have offered to pay for these expenses. Vivianne, Deb and the parade organizers will be meeting this week to confirm and organize the parade details. Vivianne will pick up a case of water from Foodland. Candy will be handed out by volunteers to the children on the parade route.

Note: 6 volunteers needed to direct traffic for the three parade locations.

Advertising: Faye thanked Doris for creating the three day events on poster board and mounting them to the Chamber windows. Diane Mitchell (student volunteer from Arthur Public School) has stepped up to help out where needed. Jeff encouraged everyone to take photos of each event. Many photos will be needed as there are several events taking place at the same time. Citizens and those present at the meetings were encouraged to take photos and to ask others to do the same. An Instagram account has been set up by Jeff and there are prizes to be won. Mary Crome has completed some poster signage. Both the River and the Grand will be on site to cover the Shop Local event. Advertising will begin on the air in the next week.

Jeff continues to post daily to the 150 Facebook page. He will repost the information for the advertised Historical Tours.

Horse drawn shuttle: Mary obtained permission for the shuttle to arrive and depart from the St. John Church parking lot on Georgina Street.

Optimists: Brent reported everything is on track. The concert is sold out. Tables and chairs will be in place for the Beer Gardens-Shop Local event. Portable toilets and washing stations will be set up on Thursday night. The 150 Optimist beer mugs will be available for sale throughout the weekend. Brent requested 1/3 of the Arthur Community Centre parking lot for the unloading of equipment during the day for the Friday evening concert.

Deb mentioned the Arthur Fall Fair Ambassador ( Emma Smyth) throwing out the ceremonial first pitch at the Optimist ball tournament, Friday morning at 10:00 am. Brent thought that was a great idea! Arrangements will be made to accommodate the request.

Lions Club: Jennifer reported that sales are slow but steady for the July 1 Drive Thru-Chicken BBQ. Deadline to purchase tickets is Sunday June 26. Ticket sales and the deadline reminders will be posted to the Lions Club Facebook page. The equipment for the skate park has arrived and it will take 5 days to install. Skateboard professional Cody French will give a demonstration. Kids are invited to bring their wheeled equipment to the park. Speakers and dignitaries, Alan Rawlins, Jack Baker and Joyce Barnes will be speaking and cutting the ribbon at the grand opening of the park.

Poppy Project: Bonny is very pleased with the number of crocheted/knitted poppies received. To date 1300 have been received. The poppies have been attached and will be draped at 5 locations: the Legion, Royal Bank, Chamber office, Cenotaph, the bridge into town. Volunteers will assist Bonny next week in draping them. Vivianne has offered her assistance. Jeff will post the progress to the 150 Instagram page.

Property/Business Certificates: Jeff, Bonny and Bill Drury are working on the list of farms and businesses. Distribution of the certificates will take place Sunday July 3 at the Community Centre at 3:30 pm.

150 Anniversary Plaque: Presentation of the plaque donated by the town of Fergus will take place Saturday July 2 at 2:00 pm. Faye has made arrangements for the prep work required to house the plaque.

Colouring contests and participation ribbons: Patti and Eileen have been busy, collecting, judging and delivering prizes to the schools for the winners. Patti will begin pinning up the colouring and landscaping entries to poster boards in the curling club. Patti has been very pleased with the work that Eileen has been doing with the children. Straight pins have been ordered to secure the entries and the pins will also be used for the participation ribbons. The ribbons will be at several locations and will be given to those participating in an event.

Youth events: Set up and displays of the student's art work will begin at the curling club starting Wednesday June 29. Patti will coordinate with the Agricultural Society to obtain their display boards that are in storage.

T-Shirts: Patti submitted another order for 200 shirts with Marc Apparel. We are hopeful the shirts will arrive in time but we will be taking orders throughout the weekend at the Dave Kozinets Centre. The committee would like to thank Sheila (All about Me) for advertising and selling the shirts out of her main street store.

Stage and wagon decorating: Brent mentioned the stage extension needed to accommodate the bands for the Friday night concert. The extension will be set up on Thursday and taken down on Sunday. Faye asked for measurements and details. All Treat has offered to pay the bill for the stage decorations with the stipulation that the materials be purchased through Donna's Designs in town. Shop Local is always encouraged.

Registration: Mary and Gerald have recruited several volunteers to aid them. Marilyn will arrange for 2 tables and chairs for the area. Mary will bring table coverings. Names will be recorded as people register. Mary will transpose the names to the commemorative ledger (housed at the historical society) at a later date.

Food Vendors: Keith has arranged for tables and chairs for the grassed parking lot at the Pentecostal Church.

The committee is concerned with the amount of garbage that will be generated over the three day events. Faye asked Andy if the 6 unused garbage cans can be taken out of the Township storage shed and put up in the high traffic areas to avoid any littering issues.

Pedal Tractors: Volunteers are still needed to oversee this event.

Banners: There is some interest from locals to purchase the 150 banners once the year's celebration has come to an end. The cost of the banners was approximately 75.00 each.

Sound and tech system: Reverend Ed Charlton has graciously agreed to take care of the sound system and the podium for the opening ceremony.

Opening Ceremony: Follow up letters and the event plan schedule was sent out weeks ago to our invited guests. We are still awaiting replies from some dignitaries.

Jad Dodsworth (former Arthur District High School music director) along with Derek More will arrange the singing of Oh Canada.

Ecumenical service: Dereck More and Father Mark Curtis will be providing the music for the service. There will be a free will offering. The cost will be 300.00. Reverend Ed Charlton will tape the event. Mary Townsend will pick up a 150.00 gas gift card for Father Curtis and 150.00 cash to pay Dereck.

Invoices and expenses: Faye reminded everyone to submit their receipts to her as soon as possible. Dale will arrange for payment.

Thank you cards have been created by Lynn. Faye and Lynn will compose a list and send them out once the three day event has come to an end.

Notes: Andy asked Faye to make a list of the areas that still need volunteers. Faye will compile the list and get back to him as soon as possible.

Faye provided the "catering endorsement" letter that Jenny Bodz requested. Jenny needed the letter to accompany the LCBO liquor license extension for the Saturday night evening at the Community Centre. The Curling Club are the chosen bartenders for the event.

This concludes the formal meetings at the Kozinets Centre.

The 150 steering committee members will continue to work together until the events are over.

Thank you to everyone for your continued support.



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

**WELLINGTON NORTH CULTURAL ROUNDTABLE COMMITTEE MINUTES  
THURSDAY JUNE 16<sup>TH</sup> AT 12:00 PM  
Arthur Community Centre Lower Hall**

**MEMBERS PRESENT:**

Chair Jim Taylor  
Doris Cassan  
Councillor Lisa Hern  
Penny Renken

Bonny McDougall  
Gail Donald  
Faye Craig  
Linda Hruska

**Staff Present:**

Tasha Grafos, Administrative Support

**Staff Absent:**

Dale Small, Economic Development Officer (EDO)

**MEMBERS ABSENT:**

Sue Doherty  
Gerald Townsend

Jess Pfisterer  
Harry Engel

**Guests Present:**

Crystal Seifried

**CALLING TO ORDER**

Chair Jim called meeting to order at 12:03 PM

**INTRODUCTIONS FOR NEW MEMBERS**

New and existing members gave a brief introduction of themselves and why they are interested in being a part of the Cultural Roundtable Committee.

**ADOPTION OF THE AGENDA**

RESOLUTION: **CRT2022-010**

Moved: Member Bonny

Seconded: Member Faye

THAT the agenda for the June 16th, 2022, Cultural Roundtable Committee meeting be accepted and passed.

**CARRIED**

**DISCLOSURE OF PECUNIARY INTEREST**

None

**MINUTES OF PREVIOUS MEETING – May 19, 2022,**

Accepted by Council on June 6, 2022,

**ITEMS FOR DISCUSSION**

**1. Cultural Moment**

June 6<sup>th</sup> – Arthur Barn Quilt Trail Project (Member Doris) Copy provided with agenda

June 27<sup>th</sup> – Poppy Project with pictures (Member Bonny)

July 11<sup>th</sup> – Fireworks Festival – Member Gail will send previous cultural moment on this topic, and someone can update and compare current festival.

August – Culture Days (Dale S)

Next meeting of this group in August, the group will decide topics for September – December

Crystal suggested the group publish the cultural moments through press releases.

Press Releases to be prepared by EDO Dale.

## 2. Wellington North Culture Days Start planning and initial discussion on additional/potential events

- |  |                           |             |
|--|---------------------------|-------------|
| a. <b>Volunteer Celebration</b>  | (Friday Sept 23rd @ M.F.) | Dale        |
| b. <b>WN Farmers Market Culture Days Celebration</b>   | (Saturday Sept 24th)      | Harry       |
| c. <b>Metz Annual Pumpkifest</b>   | (Saturday Sept 24th)      | Bonny       |
| d. <b>MF Cemetery Tours by Morgan</b>  | (Sat Sept 24/Oct 1 & 8)   | Dale/Morgan |
| e. <b>Lynes Blacksmith Shop</b>  | (TBD)                     | Kate Rowley |
| <ul style="list-style-type: none"> <li>Member Doris was trying to arrange a tour of the shop, due to construction, they will not be open for tours until the fall.</li> </ul>  |                           |             |
| f. <b>Arthur Barn Quilt Trail</b>  | (TBD)                     | Doris       |
| <ul style="list-style-type: none"> <li>The brochure with map will be ready for Arthur's 150<sup>th</sup>. Currently there are sixty-two barn quilts in the Arthur Area.</li> </ul>   |                           |             |
| g. <b>Agri-tourism activity??</b>  | (TBD)                     | Jess        |
| h. <b>Four Corners Quilters Guild??</b>  | (TBD)                     | Linda       |
| <ul style="list-style-type: none"> <li>New executive elected this week and active recruitment is happening for the guild. Culture Days will be used to try and recruit new members.</li> </ul>   |                           |             |
| i. <b>Arthur Historical Society</b>  | (TBD)                     | Gail        |
| <ul style="list-style-type: none"> <li>There will be an open house at the Arthur Historical Society. It is also the 80<sup>th</sup> anniversary of the Most Patriotic Village coming up in November, when the front page The Toronto Star article came out proclaiming Arthur as the most Patriotic Village.</li> </ul>  |                           |             |
| j. <b>Others!!!</b>  |                           |             |
| <ul style="list-style-type: none"> <li>Member Linda wondered if Commercial businesses, such as local distilleries could take place in Culture Days. Chair Jim suggested looking into the Provincial outline of Culture Days.</li> <li>The group discussed the Silver Fox Distillery and their contributions and participation in cultural/local activities and events. They use locally sourced ingredients, use the Arthur Logo on products, and offer tours.</li> <li>Potential role of commercial / cultural companies of participating, looking to EDO Dale to get more clarification for next meeting.</li> </ul> |                           |             |

## 3. Cultural Plan Goals & Actions

- Discussion & Identification of Areas of Interest
- Goals & Objectives/Small Group Brainstorming
- Small group updates/next steps

Chair Jim discussed the Goals & Actions and how the group could tackle the development of ideas.

The Simply Explore Culture website is outdated. This site should have dedicated admins who keep the site current. Look at this from a visitor or newcomer to the area point of view, what would you like to see? Is there an opportunity for local businesses/events to enter their event/information into a business directory for approval by the site admin. Look for funding to update and get this site up to date. Suggestion to keep the businesses in the directory on the site in the culture area only. This shouldn't be a business directory for things like grocery stores.

Expanding the trail system and the hand made market. Art in the Park – at Fireworks Fest in 2023  
Member Jess is involved in Taste Real and Rural Romp – may want to get more into this

Downtown revitalization needs to be revisited to develop a program. Making things more bike friendly.

**Goal 1, Action 3:** Chair Jim & Member Penny: *Investigate the creation of a Wellington North Municipal Heritage Committee*

1. *Quick overview of your understanding of the current state:* The Cultural Roundtable in recent years has initiated compiling a list of “Historic Buildings and Places” for both Arthur and Mt. Forest. We have been using the same template as Central Wellington’s Municipal Heritage Committee. We understand that the Municipality has already passed a By-Law supporting the establishment of a Heritage Committee. Penny and Jim attended a workshop on the Heritage Act and on establishing a Municipal Heritage Committee.
2. *Brief outline of your thoughts, suggested ideas, and possible next steps for moving this Action along:* We believe we have a well-established start to this Action. We see the following next steps-
  - 2.a. Continue developing the lists of Historic Buildings and Places with the possible help of a qualified student in the summers. Also, utilize the resources of the Mount Forest Museum Archives and the Arthur Historical Society.
  - 2.b. Take this proposal to the Cultural Roundtable for approval/disapproval.
  - 2.c. If approved, further develop the structure and budget for a Municipal Heritage Committee and take to Council for approval/disapproval.

**Goal 4, Action 1:** Chair Jim & Member Doris: *As per the County of Wellington Official Plan, ensure that the downtown areas are a strong focus for business, administrative and cultural activities and remain the primary gathering place combining commerce and social functions.*

1. *Quick overview of your understanding of the current state:* We need to gain a better understanding of relevant plans and policies, studies and reports done. Current downtowns (Arthur and Mt. Forest) require focus. Has a vision for the downtowns been described and what is it? If not, can we do that? What plans are in play by other groups e.g., Chamber of Commerce, Business Improvement Association which may have already address some of this goal’s aims e.g., Chamber is considering installation of bike racks?
2. *Brief outline of your thoughts, suggested ideas, possible next steps for moving this Action along:*
  - 2.a. Review existing plans and policies (talk to Dale and others). Also, review the “Downtown Study” done by a consultant a few years ago.
  - 2.b. Determine deficiencies in current infrastructure, features, etc. (Strengths, Weaknesses, Opportunities, Threats / SWOT analysis) Use consultant study from a few years ago to get some ideas.
  - 2.c. Identify specific program(s) to advance and to present to the Roundtable for discussion



**Goal 4, Action 6: Chair Jim & Member Doris: *Increase the Vibrancy and Aesthetic Appeal of Downtowns***

<b><i>Install banners and plaques that illustrate and highlight Wellington North's rich heritage and stories in key locations, including the entrance to the downtowns.</i></b>
<b>ASSESSMENT</b>
Review the Wayfinding Plan (2015) for possible guidance (establish current status) Identify banners/historical plaques/signs/murals currently in <i>place (and who was responsible for banner development)</i> Assess the physical state of the current installations Speak with historical societies and other key stakeholders in both communities about the local history and culture. Collect key stories of the culture and history of each community
<b>IDENTIFY NEEDS</b>
Define repair/replacement needs of existing banners/historical plaques/signs/murals Identify opportunities to enhance the story of culture in the communities. Identify a coordinated style/format/palette for plaques/signs/banners/murals. Brainstorm with stakeholder via Zoom/email/in person sessions. Define scope of project
<b>PLANNING</b>
Speak with BIAs, Chambers of Commerce and Service groups in each community about any plans they may have to address gaps in banners/plaques/historical signage in each community. Prioritize enhancement opportunities. In conjunction with staff of Township of Wellington North: <ul style="list-style-type: none"> <li>- Develop a staged multiyear plan for the project</li> <li>- Develop a multi-year budget for the project</li> <li>- Develop a timeline for installation of each stage of the project</li> <li>- Outline maintenance needs for the installations and identify responsibility for same.</li> </ul>
<b>IMPLEMENTATION</b>
In consultation with the Cultural Roundtable committee and Wellington North staff, agree on a final plan for project. Proceed with installations as per plan. Celebrate installations. Publicize the new installations. Maintain a record of installations, old and new, in a common place
<b>EVALUATION: Success will be demonstrated by:</b>
Number of visits to the township Number of positive comments on Simply Explore Culture/social media

Next meeting to discuss further. All Groups should have the Goals ready for discussion.

#### **ROUNDTABLE ANNOUNCEMENTS**

Nothing further. No meeting in July. Next meeting will be August 18<sup>th</sup> at 12 PM, location TBD.

#### **ADJOURNMENT**

Resolution: **CRT2022-011**

Moved: Member Bonny

Seconded: Member Gail

THAT the Cultural Roundtable Committee meeting be adjourned at 1:28 PM **CARRIED**



# WELLINGTON NORTH

SEMPER PORRO

## Staff Report

**To:** Mayor and Members of Council Meeting of July 11, 2022

**From:** Tammy Pringle, Development Clerk

**Subject:** **DC 2022-025, CACHET DEVELOPMENTS (ARTHUR) INC.  
DRAFT PLAN OF SUBDIVISION**  
PART PKLT 8 N/S SMITH ST, CROWN SURVEY ARTHUR VILLAGE, PT 2, 61R10854, PART PKLT 3 S/S DOMVILLE ST SURVEY CROWN ARTHUR VILLAGE; PART PKLT 4 S/S DOMVILLE ST SURVEY CROWN ARTHUR VILLAGE PART 3 60R1199; PART PKLT 6 N/S SMITH ST SURVEY CROWN ARTHUR VILLAGE; PART PKLT 7 N/S SMITH ST SURVEY CROWN ARTHUR VILLAGE PART 4 60R1199 & PT 2 60R3022;; TOWNSHIP OF WELLINGTON NORTH

### RECOMMENDATION

**THAT** Council of the Township of Wellington North receive Report DC 2022-025 being a report on Cachet Developments (Arthur) Inc. Subdivision Agreement; and

**AND FURTHER THAT** Council authorize the Mayor and Clerk to sign the by-law to enter into the agreement in the form, or substantially the same form as the draft Agreement;

### PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

- **By-Law 062-21** (May 25, 2021) RE: Sewage Allocation Agreement
- **Resolution 2021-178 & 2021-179** (June 14, 2021) RE: Draft Plan of Subdivision
- **By-Law 073-21** (June 28, 2021) RE: Zoning Amendment
- **Site Alteration Agreement** (October 25, 2021) RE: Grading
- **Pre-Servicing Agreement** (February 7, 2022) Registered February 25, 2022
- **Resolution 2022-117 & 2022-118** (April 11, 2022) RE: Draft Plan of Subdivision Red-Line revision
- **By-law 054-22** (May 9, 2022) RE: Sewage Allocation Agreement

### BACKGROUND

#### Subject Lands

The property is in the Village of Arthur. The subject lands are located on the East side of Preston Street North and South of Domville Street in the Northeast quadrant of the village. The land holding is approximately 27.7 acres and is known as: PART PKLT 8 N/S SMITH ST, CROWN SURVEY ARTHUR VILLAGE, PT 2, 61R10854, PART PKLT 3 S/S DOMVILLE ST SURVEY CROWN ARTHUR VILLAGE; PART PKLT 4 S/S DOMVILLE ST SURVEY CROWN ARTHUR VILLAGE PART 3 60R1199; PART PKLT 6 N/S SMITH ST SURVEY CROWN ARTHUR

VILLAGE; PART PKLT 7 N/S SMITH ST SURVEY CROWN ARTHUR VILLAGE PART 4 60R1199 & PT 2 60R3022;; TOWNSHIP OF WELLINGTON NORTH

### The Proposal

The Owner has applied for Subdivision Approval from the Township for a Subdivision with 133 Single Detached lots and 10 Street Townhouse Blocks with 64 units for a total of 197 dwellings. This project will include installation of services, grading and erosion control, sanitary drainage, storm water drainage, street lighting and landscaping.

### Existing Policy Framework

The subject lands are designated (H)R1C-26, (H)R3-29 Residential Exemption Zones with Holding Provisions, and Open Space, in the Township of Wellington North Zoning By-law 66-01.

### COMMENTS AND ANALYSIS

The applicant has satisfied staff that this proposed development will be constructed in a manner that is consistent with municipal standards and best practices. A copy of the proposed agreement is attached to the By-law in this agenda package.

### COMMUNICATION PLAN

The executed subdivision agreement will be forwarded to the Township's solicitor for registration.

### FINANCIAL CONSIDERATIONS

This proposal has no financial impact on the municipality as the Owner will provide securities and deposits to ensure all of the Works will be completed.

A future cost sharing agreement will be brought to Council to deal with cost sharing on the Preston Street construction.

### ATTACHMENTS

- A. Location Map
- B. Plan of Subdivision (Draft Plan)

### 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

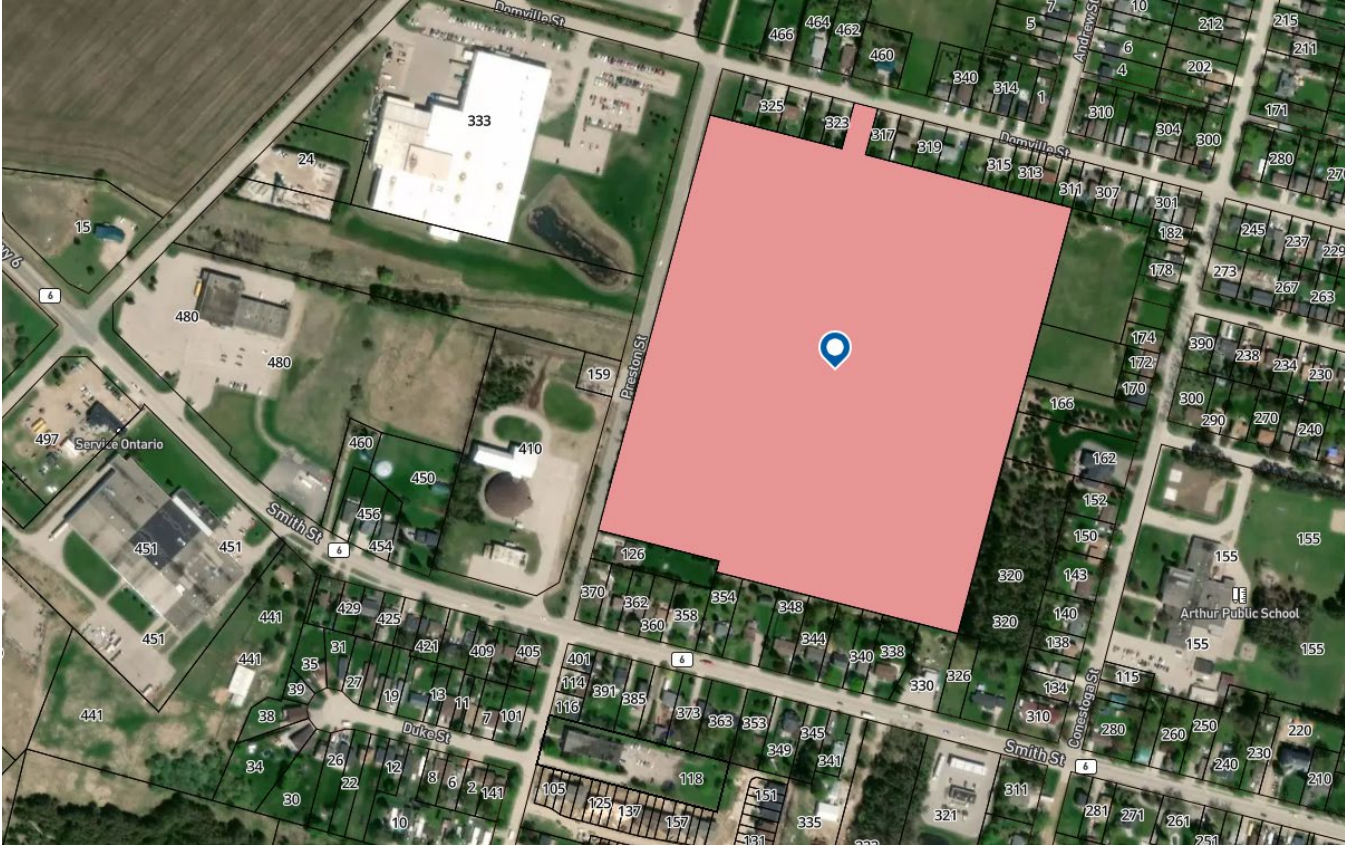
Municipal Infrastructure

Partnerships

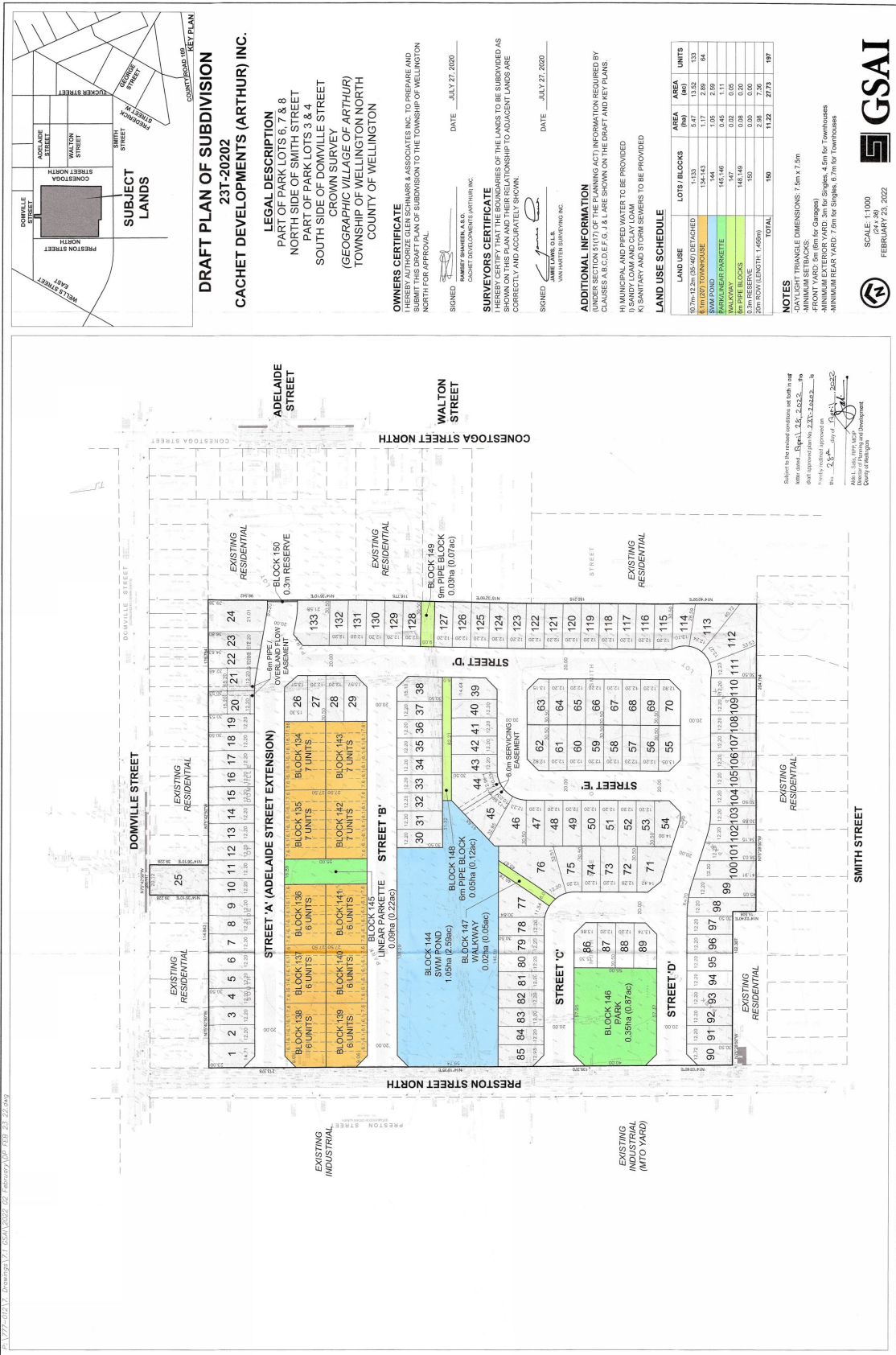
Alignment and Integration

<b>Prepared By:</b>	Tammy Pringle, Development Clerk	<i>Tammy Pringle</i>
<b>Recommended By:</b>	Darren Jones, Interim Chief Administrative Officer	<i>Darren Jones</i>

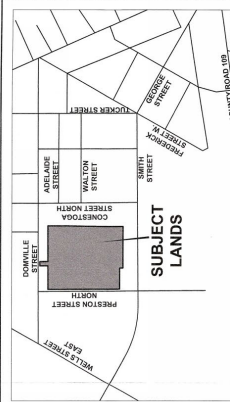
SCHEDULE A – Location Map



# SCHEDULE B – Draft Plan of Subdivision



A:\177-073-V-Drawings\177-073-V-Draft Plan of Subdivision\177-073-V-Draft Plan of Subdivision.dwg



## DRAFT PLAN OF SUBDIVISION 23T-20202

### CACHET DEVELOPMENTS (ARTHUR) INC.

**LEGAL DESCRIPTION**  
 PART OF PARK LOTS 6, 7 & 8  
 NORTH SIDE OF SMITH STREET  
 PART OF PARK LOTS 3 & 4  
 SOUTH SIDE OF DOMVILLE STREET  
 CROWN SURVEY  
 (GEOGRAPHIC VILLAGE OF ARTHUR)  
 TOWNSHIP OF WELLINGTON NORTH  
 COUNTY OF WELLINGTON

**OWNERS CERTIFICATE**  
 I HEREBY AUTHORIZE GLEN SCHMARR & ASSOCIATES INC. TO PREPARE AND  
 SUBMIT THIS DRAFT PLAN OF SUBDIVISION TO THE TOWNSHIP OF WELLINGTON  
 NORTH FOR APPROVAL.

SIGNED: *[Signature]* DATE: JULY 27, 2020  
 GLEN SCHMARR, P. ENG.  
 GSC&A ENGINEERING INC.

**SURVEYORS CERTIFICATE**  
 I HEREBY CERTIFY THAT THE BOUNDARIES OF THE LANDS TO BE SUBDIVIDED AS  
 SHOWN ON THIS PLAN AND THEIR RELATIONSHIP TO ADJACENT LANDS ARE  
 CORRECTLY AND ACCURATELY SHOWN.

SIGNED: *[Signature]* DATE: JULY 27, 2020  
 VAN MARTIN SURVEYING INC.

**ADDITIONAL INFORMATION**  
 (UNDER SECTION 51(7) OF THE PLANNING ACT) INFORMATION REQUIRED BY  
 CLAUSES A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z  
 FROM MUNICIPAL AND PIPED WATER TO BE PROVIDED  
 FROM SANITARY AND STORM SEWERS TO BE PROVIDED

**LAND USE SCHEDULE**

LAND USE	LOTS / BLOCKS	AREA (M <sup>2</sup> )	AREA (AC)	UNITS
10.7m x 12.2m (26.67' x 31.63')	153-155	1,133	0.26	133
6.6m x 10.7m (21.65' x 35.10')	154-143	1,117	2.59	54
SWM POND	144	1,05	2.59	0
WALKWAY	147	0.05	0.11	0
5m PIPE BLOCKS	148-149	0.08	0.20	0
0.3m RESERVE	150	0.00	0.00	0
0.6m RESERVE	150	0.00	0.00	0
TOTAL	150	11,32	27.73	197

**NOTES**  
 1. MINIMUM TRIANGLE DIMENSIONS: 1.5m x 7.5m  
 2. MINIMUM SETBACKS:  
 - FRONT YARD: 5m (6m for Garages)  
 - SIDE YARD: 1.5m (2m for Garages)  
 - MINIMUM REAR YARD: 7.5m for Single, 6.7m for Townhouses

SCALE: 1:1000  
 FEBRUARY 23, 2022

**GSAI**  
 GLEN SCHMARR & ASSOCIATES INC.

Subject to the usual conditions set forth in our  
 standard terms of service, dated 2022-02-23, the  
 drawings are provided for your information only.  
 No. 23T-20202-18  
 23T-20202-18  
 2022-02-23  
 City of Wellington  
 County of Wellington



**WELLINGTON NORTH**  
SEMPER PORRO

## Staff Report

**To:** Mayor and Members of Council Meeting of July 11, 2022

**From:** Tammy Pringle, Development Clerk

**Subject:** **DC 2022-026, CIRCUIT HOLDINGS INC.  
SITE PLAN AGREEMENT, 331 ARTHUR STREET, MOUNT FOREST**

### RECOMMENDATION

**THAT** Council of the Township of Wellington North hereby:

- 1) Receive Report DC 2022-026 regarding the Final Approval of the Circuit Holdings Inc. Site Plan Agreement.

### PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

- **BY-LAW 044-19** (June 24, 2019) RE: Zoning Amendment
- **A02/20** (February 24, 2020) RE: Minor Variance (No Appeal date March 17, 2020)

### BACKGROUND

#### Subject Lands

The property is located in the South West quarter of the Town of Mount Forest with a civic address of 331 Arthur Street. The land holding is approximately 0.95 acres and is legally known as PT LT 2 W/S ARTHUR ST PL TOWN OF MOUNT FOREST MOUNT FOREST; PT LT 3 W/S ARTHUR ST PL TOWN OF MOUNT FOREST MOUNT FOREST AS IN DN33183 & DN6491 EXCEPT RON71413; PT LT 4 W/S ARTHUR ST PL TOWN OF MOUNT FOREST MOUNT FOREST AS IN DN6491 EXCEPT RON71413; S/T DN33183; T/W DN33183; T/W DN13956; T/W DN33182; WELLINGTON NORTH.

#### The Proposal

The Owner has applied for Site Plan Approval from the Township to construct a townhouse development consisting of, one 5 unit street townhouse and one 4 unit street townhouse. This development will include onsite and offsite servicing and grading.

#### Existing Policy Framework

The subject lands are designated R2 Medium Density Residential Zone in the Township of Wellington North Zoning By-Law 66-01 and Residential in the County of Wellington Official Plan.

### COMMENTS AND ANALYSIS

The applicant has satisfied staff that this proposed development will be constructed in a manner that is consistent with municipal standards and best practices. A copy of the agreement is attached as Schedule B.

<b>COMMUNICATION PLAN</b>
---------------------------

The executed site plan agreement will be forwarded to the Township's solicitor for registration.

<b>FINANCIAL CONSIDERATIONS</b>
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This proposal has no financial impact on the municipality as the Owner has provided securities and deposits to ensure all of the Works will be completed. The applicant will be providing a contribution for the reconstruction of Arthur Street sidewalks.

<b>ATTACHMENTS</b>
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- A. Location Map
- B. Site Plan Agreement

<b>STRATEGIC PLAN 2019 – 2022</b>
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Do the report's recommendations align with our Strategic Areas of Focus?

Yes
  No
  N/A

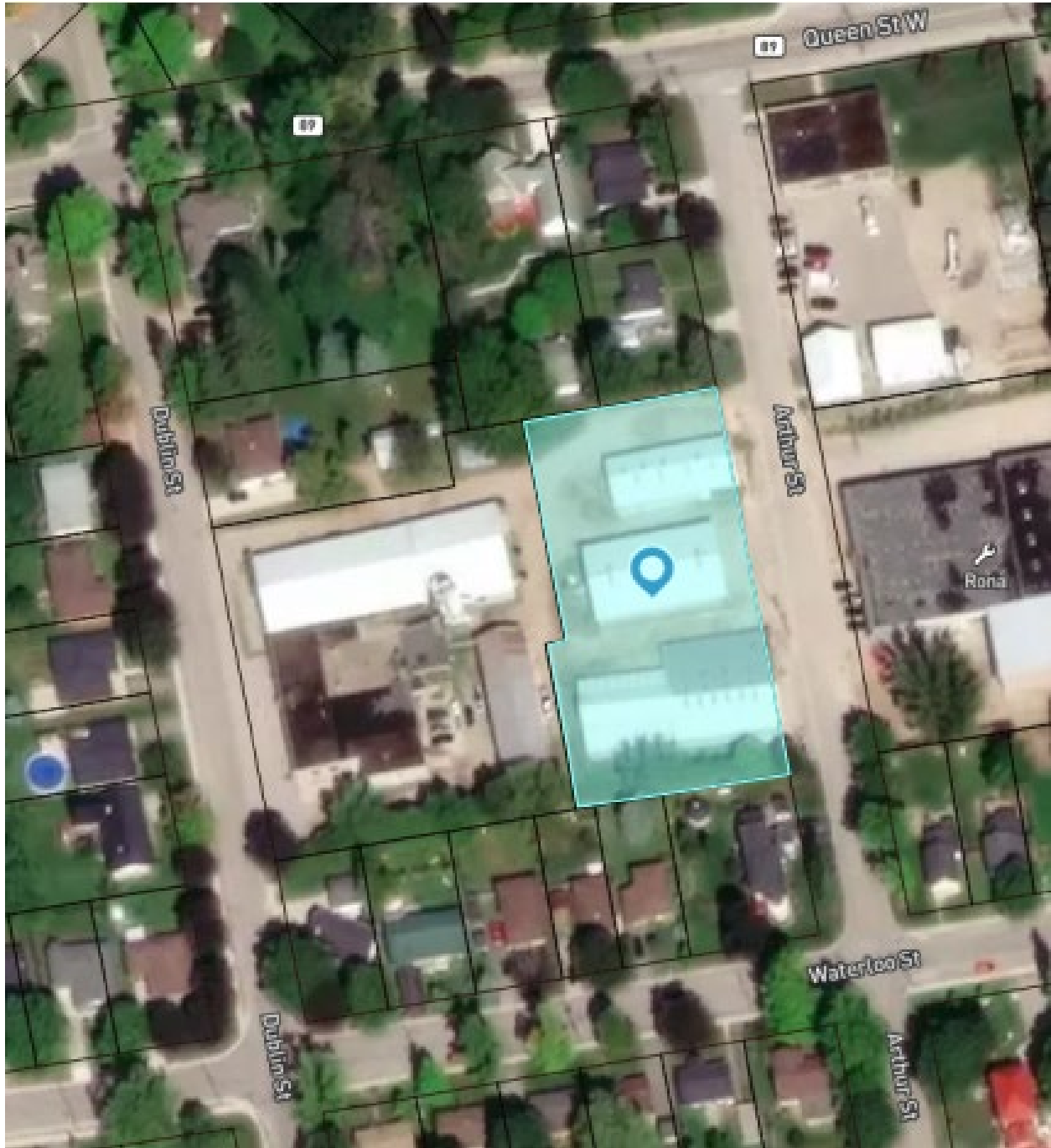
Which priority does this report support?

Modernization and Efficiency
  Partnerships  
 Municipal Infrastructure
  Alignment and Integration

<b>Prepared By:</b>	Tammy Pringle, Development Clerk	<i>Tammy Pringle</i>
<b>Recommended By:</b>	Michael Givens, Chief Administrative Officer	<i>Michael Givens</i>



SCHEDULE A – Location Map



**SCHEDULE B –Site Plan Control Agreement****SITE PLAN CONTROL AGREEMENT**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

BETWEEN:

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH**  
(the "Township")  
OF THE FIRST PART

-and-

**CIRCUIT HOLDINGS INC.**  
(hereinafter collectively called the "Owner")  
OF THE SECOND PART

WHEREAS the Owner is the registered owner of the lands described as

PT LT 2 W/S ARTHUR ST PL TOWN OF MOUNT FOREST MOUNT FOREST; PT LT 3 W/S ARTHUR ST PL TOWN OF MOUNT FOREST MOUNT FOREST AS IN DN33183 & DN6491 EXCEPT RON71413; PT LT 4 W/S ARTHUR ST PL TOWN OF MOUNT FOREST MOUNT FOREST AS IN DN6491 EXCEPT RON71413; S/T DN33183; T/W DN33183; T/W DN13956; T/W DN33182; WELLINGTON NORTH

PIN: 71057-0007 (LT)

(hereinafter called the "Lands")

AND WHEREAS the Township has enacted a Site Plan Control Area By-law pursuant to the provisions of Section 41 of the *Planning Act*, R.S.O. 1990, c.P.13, as amended, which said By-law affects the Lands;

AND WHEREAS this Agreement is being entered into by the parties hereto as a condition to the approval of the plans and drawings submitted by the Owner pursuant to Section 41 of the *Planning Act*.

AND WHEREAS the Owner has submitted to the Township, plans and drawings of a proposed development on the Lands described in Schedule "A" attached hereto;

AND WHEREAS the Township approved the plans and drawings submitted by the Owner subject to certain conditions;

AND WHEREAS these plans can be viewed at the Offices of The Corporation of the Township of Wellington North, 7490 Sideroad 7 West, Kenilworth, Ontario.

NOW THEREFORE in consideration of the mutual covenants hereinafter expressed, the Township's approval of the plans and drawings described herein and other good and valuable consideration, the receipt and sufficiency whereof the parties irrevocably acknowledge, the parties agree as follows:

1. Plans showing the location of all buildings and structures to be erected on the Lands and showing the location of all facilities and works to be provided in conjunction therewith including, without limitation, all facilities and works required under Section 3 below (the "Plans").
2. The Owner covenants and agrees to construct all buildings, structures, facilities and works in accordance with the Plans.
3. The Owner agrees that the building or buildings shall be erected and the project shall be completed in accordance with the Plans and all applicable laws, including without limitation, the exterior building design, site, elevation, landscape-buffering and layout plans as approved by the Township, subject only to such changes as are approved, in writing, by the Township. The Township

- reserves the right to waive or rescind any term or condition contained in this Agreement provided that such condition is waived or rescinded by Resolution of Council.
4. The Owner agrees that there shall be no outside storage on the Lands other than as provided in Paragraph Section 3 of this Agreement.
  5. The Owner agrees that all surface and roof drainage will be controlled on the Lands and taken to an outlet with catch basins, where necessary, in a manner approved by the Township and/or The Corporation of the County of Wellington (the "County").
  6. The Owner agrees that snow shall be removed from the parking lot area for the Lands.
  7. The provisions set out in Schedule "B" to this Agreement are site specific requirements that relate to the Lands and, to the extent that there is any inconsistency or conflict between the two sets of provisions, the terms of Schedule "B" shall prevail.
  8. The Owner agrees to dedicate to the Township, free and clear of all encumbrances, all easements and lands required by the Township for the construction, maintenance and improvement of any existing or newly required watercourses, ditches, land drainage works and sanitary sewage facilities on the Lands and, on request by the Township, to deliver the properly executed documents in registrable form to the Township in order to complete the dedication to the Township and to pay all costs incurred by the Township in respect to the aforementioned dedications.
  9. The Owner shall, where required by Township and/or County resolution, dedicate to the Township and/or to the County widening of highways that abut on the Lands at no cost to the Township and/or County, free and clear of all encumbrances.
  10. The Owner hereby releases and indemnifies the Township, the Township's consulting engineer, and, where applicable, the County, its servants, consultants, agents and contractors from any and all liability and associated costs, claims or demands in respect of the proper maintenance and operation of the matters and facilities required by virtue of this Agreement.
  11. In the event works are to be performed by the Owner, its servants or its agents on lands owned by or to be conveyed to the Township, referred to as offsite Works, the Owner shall:
    - a) The Owner shall obtain and maintain in full force and effect a policy of comprehensive general liability insurance, completed operations insurance, and automobile liability insurance, providing coverage for a limit of not less than FIVE MILLION DOLLARS (\$5,000,000.00) for each occurrence of a claim of bodily injury (including personal injury), death or property damage, including loss of use thereof, that may arise directly or indirectly out of the acts or omissions of the Owner. Such policy or policies shall be issued in the joint names of the Owner, with the Township and the Township's consulting engineer as additional insurers, and the form and content shall be subject to the approval of the Township. The policy shall be in effect for the period described in 11 (e) of this agreement. The issuance of such policy or policies of insurance shall not be construed as relieving the Owner from responsibility for other or larger claims, if any, for which it may be held responsible. A Certificate of Insurance shall be provided prior to the start of construction and on an annual basis. The policy shall specify that it cannot be altered, cancelled or allowed to lapse unless prior notice by registered mail has been received thirty (30) days in advance by the Township.

- b) If requested by the Township and prior to the commencement of the Works, the Developer's Contractor shall forward a Certificate of Insurance evidencing this insurance with the executed Agreement.
  - c) It is also understood and agreed that in the event of a claim any deductible or self-insured retention under these policies of insurance shall be the sole responsibility of the Developer and that this coverage shall preclude subrogation claims against the Township and will be primary insurance in response to claims.
  - d) The Township's claims process for Third Party claims is to refer the claimant, including lien claimants, directly to the Developer and to leave the resolution of the claim with the Contractor. This applies regardless of whether or not it is an insured loss.
  - e) The Owner shall, upon the earlier of (a) commencing any works on the relevant lands, or (b) applying for a building permit, supply the Township with cash or a letter of credit (the "Security") in form satisfactory to the Chief Administrative Officer ("CAO") and in an amount of SEVENTY THOUSAND SIX HUNDRED AND FIFTY SIX DOLLARS AND TWENTY FIVE CENTS (70,656.25) as found in Schedule C, sufficiently guaranteeing the satisfactory completion of the offsite works on Township property described in or contemplated by this Agreement and further guaranteeing the workmanship and materials and the repair of all damage to works or facilities required by this Agreement for a period of two (2) years from the date that such works are constructed and achieve substantial completion, and receive written approval from the Township Engineer. The Security must further guarantee payment to the Township of all inspection or other costs that the Township may incur as a result of this Agreement. When the work is completed to the satisfaction of the Township Engineer, the Security may be reduced to an amount equal to Ten (10%) per cent of the original amount determined by the Township Engineer for each phase and shall not be further reduced until the Township Engineer has approved the works at the end of the said two (2) year period. No interest shall be payable on any such security deposit.
  - f) The Owner hereby acknowledges and agrees that should there be a deficiency in or failure to carry out any work or matter required by any clause of this Agreement, whether or not such work or matter is specifically secured by way of letter of credit, and the Owner fails to comply, within thirty (30) days written notice, with a direction to carry out such work or matter, the Township may draw on the letter of credit and enter onto the subject lands and complete all outstanding works or matters, and pay all costs and expenses incurred thereby from the proceeds so drawn.
  - g) The Owner hereby acknowledges and agrees that the Township reserves the right to draw on and use the letter of credit to complete any work or matter required to be done by the Owner pursuant to this Agreement. The Owner further acknowledges and agrees that, notwithstanding subsection 11(e) to this Agreement, in the event that the Municipality determines that any reduction in the letter of credit will create a shortfall with respect to securing the completion of any work or matter remaining to be carried out by the Owner pursuant to this Agreement, the Municipality will not be obligated to reduce the letter of credit until such time as such work is completed to the satisfaction of the Municipality or the Municipality has sufficient security to ensure that such work will be completed.
12. In the event works are to be performed by the Owner, its servants or its agents on lands other than lands owned by the Township, referred to as onsite Works, the Owner shall:
- a) Provide the Township with, upon the earlier of (a) commencing any works on the relevant lands, or (b) applying for a building permit, supply the

Township with a letter of credit or other satisfactory security in an amount equal to 50% to a maximum of FIFTY THOUSAND DOLLARS (\$50,000) of the cost of works and facilities relating to onsite servicing, storm drainage, surface treatment of parking areas, landscaping, buffer strips, fencing, grading, curbing and similar physical improvement works. No interest shall be payable on any such security deposit.

- b) Complete the said works and facilities within a period of one (1) year from the date of issuance of a building permit, or within two (2) years of the execution of this agreement by the Township if no building permit is required by the development provided for herein, and provide satisfactory proof of completion of the said works including survey, engineering, architectural (including landscape architect where required), or another professional certification, at the Owner's sole expense. When a substantial amount of the work is completed to the satisfaction of the Township, the Security may be reduced to an amount determined by the Township for each phase and shall not be further reduced until the Township has approved the works.
  - c) Upon failure of the Owner to complete the said works and facilities within the said one year period, the Township may draw on the said letter of credit or other satisfactory security, such amount or amounts as may be required to pay for the work done or to be done pursuant to the provisions of this section and the Township and/or its authorized agents are hereby authorized to enter upon the relevant lands to perform the said works and facilities.
13. The Owner shall grade the Lands and maintain the grading elevations in order to provide for surface drainage which shall be as provided for in the Plans. The Owner shall not use or cause or permit to be used any new construction on the Lands until after an as-built grading survey has been provided by an Ontario Land Surveyor and a professional engineer or architect has given the Township, at the Owner's expense, a letter of compliance for grading and drainage and Storm Water Management and signed by the engineer or architect certifying that all services, structures, works and facilities on or in the Lands which fall within the provisions of Section 41 of the *Planning Act* and are required for this development by the Plans and this Agreement and not contained within a building, have been installed and completed in a manner satisfactory to the engineer or architect.
  14. The Owner covenants and agrees not to permit the Lands to drain otherwise than into a properly installed drainage system with proper catch basins and the grades and drainage facilities shall be so established as to provide roof water onto the internal system and maintain an on-site storm water management system to limit storm run-off from the site to a predevelopment rate of flow and to indemnify and save harmless the Township from any liability for excess run-off as a result of construction or development on the Lands.
  15. The Owner covenants and agrees to implement and monitor on-site sediment and erosion control measures, during construction of this development, to the satisfaction of the Township and to allow the Township and its agents, in perpetuity, access to the Lands to inspect roof drains, inlet control devices and storm swales and storm structures.
  16. The Owner is responsible for dust control of all dust resulting from the development, whenever necessary. To eliminate dust, the Owner may be required to apply dust suppressants, covering stockpiles of topsoil with tarps or applying ground cover to the areas that have been stripped and left undeveloped at the direction of the Township.
  17. The Township and Owner agree that the Owner may choose to develop the Lands in phases and in accordance with the approved phasing plan, as shown on the approved Site Plans. In such case, the Owner agrees as follows:

- a) that the Owner will not apply for nor will the Township be obligated to issue a building permit for such phase(s) until the provisions of this section have been complied with and the Owner has provided evidence that servicing capacity is available to accommodate the particular development phase, to the satisfaction of the Township;
  - b) that the Owner shall submit to the Township for review and approval proper plans and specifications showing the works and facilities required for site plan approval of each phase;
  - c) that the Owner shall provide to the Township a letter of credit or other satisfactory security in an amount to be determined by the CAO or the Chief Building Official (the "CBO"), and the provisions of this Agreement shall apply to such security with respect to such phase(s); and
  - d) that the provisions of this Agreement shall apply to all such phases.
18. The Owner covenants and agrees to have the Owner's Engineer prepare and submit As Recorded Drawings within six (6) months of completion of the Works to the Township's Development Technologist for review in electronic files (PDF) format. Once approved by Township, the Owner shall submit three (3) bound paper sets of drawings printed on 24" x 36" paper copies and electronic files (PDF and AutoCAD or similar and GIS shape files). Refer to current Township Municipal Servicing Standards for current as constructed drawing submission requirements.
  19. The Owner covenants and agrees to have the Owner's Engineer prepare and submit to the Township within six (6) months of completion of the Works an individual Service Record Sheet (SRS) on 8.5" x 11" paper for each property. SRS to be submitted to the Township's Development Technologist for review, until approved, at which time the Township requests two (2) paper sets of SRS 8.5" x 11" and electronic files (PDF). SRS are required for each municipal service within the development; drinking water, sanitary sewer and storm sewer. Refer to current Township Municipal Servicing Standards for Service Record Sheets submission requirements and template.
  20. The Owner covenants and agrees to make all necessary arrangements and to be solely responsible for the costs of removing and relocating any existing municipal or public services requiring relocation in the course of, or in connection with, the construction, installation or provision of the works, services and facilities under this Agreement.
  21. This Agreement shall be registered against title to the Lands at the Owner's expense. It is understood and agreed that, after this Agreement has been registered against title, it shall not be released by the Township. After all terms and conditions of this Agreement have been complied with to the satisfaction of the Township; the Township, upon request and at the Owner's expense, shall issue a Certificate of Compliance certifying compliance with this Agreement to the date of the Certificate.
  22. The Owner hereby grants to the Township, its servants, agents and contractors a license to enter onto the Lands and into structures for the purpose of inspecting the works and the Lands or for any other purpose pursuant to the rights of the Township under this Agreement.
  23. The Owner shall obtain from all mortgagees, charges and other persons having an interest in the Lands a postponement of their respective interests to this Agreement in a form satisfactory to the Township and said postponement(s) shall be registered against title to the Lands at the expense of the Owner so that this Agreement shall have priority over all other interests registered against the Lands. The Owner acknowledges and agrees that the site plan approval in respect of the Lands shall be conditional upon obtaining the above postponement documents and registering them against title to the Lands.

- 24. The covenants, agreements, conditions and understandings set out herein and in Schedule "B" hereto, which form part of this Agreement, shall run with the Lands and shall enure to the benefit of and be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns, as the case may be.
  
- 25. If the proposed development governed by this Agreement is not commenced within two (2) years from the date of the execution of this Agreement, or if the Owner does not make a submission for site plan approval of its broader development of the Lands within two (2) years from the date of the execution of this Agreement, the Township may, at its sole option and on sixty (60) days' notice to the Owner, declare this Agreement null and void and of no further force and effect. The refund of any fees, levies or other charges paid by the Owner pursuant to this Agreement shall be in the sole discretion of the Township, but under no circumstances will interest be paid on any refund.
  
- 26. Nothing in this Agreement constitutes a waiver of the Owner's duty to comply with any By-law of the Township or any other law.

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SITE PLAN AGREEMENT  
CIRCUIT HOLDINGS INC.

7

THIS AGREEMENT is executed by the Township this \_\_\_\_ day of \_\_\_\_\_, 2022.

**THE CORPORATION OF  
THE TOWNSHIP OF WELLINGTON NORTH**  
Per:

\_\_\_\_\_  
DARREN JONES – Interim, CAO

We have authority to bind the corporation.

THIS AGREEMENT is executed by the owner this \_\_\_\_ day of \_\_\_\_\_, 2022.

**CIRCUIT HOLDINGS INC.**  
Per:

\_\_\_\_\_  
MARK BRUBACHER, President

\_\_\_\_\_  
JAMES BRUBACHER, Secretary

I/we have authority to bind the corporation.

DEVELOPER’S MAILING ADDRESS: 3247 Bricker School Line, RR 3, Wallenstein, ON, N0B 2S0  
DEVELOPER’S PHONE NUMBER: 226-868-0046  
DEVELOPER’S EMAIL ADDRESS: [mark@estatebuilders.ca](mailto:mark@estatebuilders.ca)



**SCHEDULE "A"****Approved Plan and Drawings**

1. Arthur Street Townhouses, Township of Wellington North, Contract No. 21-01874-01, Engineer's Drawings prepared by Cobide Engineering Inc., 517 10<sup>th</sup> Street, Hanover, Ontario, N4N 1R4, bearing the signature and seal of T.L. Burnside, P.Eng., Registered Professional Engineer over the date of May 25, 2022, including the following drawings:

DOCUMENT NUMBER	DOCUMENT NAME	REVISION NUMBER	REVISION DATE	PREPARED BY
01874-TS	Title Sheet	5	May 25, 2022	Cobide Engineering Inc.
01874-SS1	Site Servicing Plan	5	May 25, 2022	Cobide Engineering Inc.
01874-SG1	Site Grading Plan	5	May 25, 2022	Cobide Engineering Inc.
01874-DET1	Typical Cross Sections & Miscellaneous Details	5	May 25, 2022	Cobide Engineering Inc.
01874-DET2	Miscellaneous Details	5	May 25, 2022	Cobide Engineering Inc.
01874-DET3	Miscellaneous Details II	5	May 25, 2022	Cobide Engineering Inc.
	Site Servicing Design Report		Nov. 16, 2019	Wilson Ford Surveying & Engineering

**SCHEDULE "B"****Site Specific Requirements**


The provisions set out in this Schedule are site specific requirements that relate to the Lands. This Schedule shall be read in conjunction with the provisions of the main body of this Agreement, but to the extent that there is any inconsistency or conflict between the two sets of provisions, the following terms of this Schedule shall prevail.

- The Owner agrees to provide the Township with, prior to the execution of this Agreement by the Township, to pay the sum of \$7,075 contributions in form of a bank draft or certified cheque as a prepayment of the Owner's share of the cost for installation of future sidewalk on Arthur Street. Timing and construction of future sidewalk will be determined by the Township at a future date.
- All offsite works within Arthur Street municipal road allowance to be constructed at the same time for all 9 units prior to issuance of any building permit.
- No building permit application for Building B will be issued until ECA approvals are in place for the trunk storm sewer works.
- This development (0.26ha) is for rental units with no basements and it will remain a single registered parcel of land. The remaining westerly portion of the 0.40ha parcel (which will have no access to Arthur Street) will be merged with the future applicant's development of 350 Dublin Street.
- The Owner agrees that the building or buildings to be constructed will meet the definition of Purpose Built Rental Housing as per Township of Wellington North By-Law No. 059-18
  - "Purpose-Built Rental Housing" means a residential use building or structure that consists of four (4) or more dwelling units that will remain as rental housing for a period of at least 20 years from the date of issuance of a building permit.
- The Owner agrees that all of the services, works, facilities and matters required under this Agreement located on the lands shall be maintained for the life of the proposed development covered by the Site Plan at the Owner's cost and expense, including the buried stormwater management works, in-line drains and laterals within the Municipal easement, perimeter board fence (including portion of fence that is within the Municipal easement), and retaining wall, and the Owner shall give the Township and its agents reasonable access on reasonable notice to the lands for the purpose of verification of compliance with the terms of this Agreement.
- The Owner will require confirmation for the Dublin Street property immediately west of the Site, in a format acceptable to the Township's solicitor, that surface runoff spills and some minor filling/grading is acceptable, and that provision for major runoff drainage/storage will be carefully addressed at the time that property is developed, since it lies within a confined low area that has no overland outlet flow path. A fill stockpile was recently placed on the Dublin Street retained lands and it may have reduced the available major runoff temporary surface water storage on that property, which may increase the risk of runoff spills onto the adjacent Waterloo Street lots, and the Owner should address this matter.
- The trunk storm sewer relocation needs to be finished before a building permit will be issued for the northerly townhouse (Building B, Units 6-9).
- The Owner's Engineer to be satisfied with final grading on private property, including grading at rear of Unit 9.

**SCHEDULE "C"**

**Estimated Cost of the Offsite Works**

Cost estimate is dated May 24, 2022, prepared by Cobide Engineering Inc.

Project No. 01874		May 24, 2022			
		<b>Table 1</b> <b>Arthur St. Townhouses</b> <b>Construction Cost Estimate</b> <b>Township of Wellington North</b>			
Item	Tender Cost Summary	Total			
1.0	General Construction Items & Removals	\$16,200.00			
2.0	Sanitary Sewer and Appurtenances	\$20,250.00			
3.0	Storm Sewers	\$115,500.00			
4.0	Watermain and Appurtenances	\$32,250.00			
5.0	Road Works	\$70,656.25			
6.0	Contingency Allowance	\$25,000.00			
<b>Total Preliminary Cost</b>		<b>\$279,856.25</b>			
1.0	General Construction Items & Removals	Quantity	Unit	Unit Price	Total
1.01	Mobilization/ Demobilization	100%	LS	\$2,500.00	\$2,500.00
1.02	Materials Testing	100%	LS	\$2,500.00	\$2,500.00
1.03	Full Depth Asphalt Removal	760	m <sup>2</sup>	\$2.50	\$1,900.00
1.04	Remove Existing Concrete Curb	93	m	\$100.00	\$9,300.00
<b>Total Section 1.0</b>					<b>\$16,200.00</b>
2.0	Sanitary Sewer and Appurtenances	Quantity	Unit	Unit Price	Total
2.01	125mm Sanitary Sewer Service	9	Each	\$2,250.00	\$20,250.00
<b>Total Section 2.0</b>					<b>\$20,250.00</b>
3.0	Storm Sewers	Quantity	Unit	Unit Price	Total
3.01	600 x 600 mm Precast Concrete Catchbasin	1	Each	\$3,000.00	\$3,000.00
3.02	1500mm dia. Twin Inlet Catchbasin Manhole	1	Each	\$7,500.00	\$7,500.00
3.03	3000mm dia. Storm Manhole	3	Each	\$25,000.00	\$75,000.00
3.04	1200mm dia Concrete Storm Sewer	23	m	\$1,000.00	\$23,000.00
3.05	100 mm dia. Storm Sewer Service (Connect to Ex. Storm Sewer)	2	Each	\$2,500.00	\$5,000.00
3.06	Remove Section of Ex. Storm Sewer & Previously Abandoned Sewer)	100%	LS	\$1,500.00	\$1,500.00
3.07	Replace Moduloic & Adjust Frame/Grate on Existing Catchbasin	1	Each	\$500.00	\$500.00
<b>Total Section 3.0</b>					<b>\$115,500.00</b>
4.0	Watermain and Appurtenances	Quantity	Unit	Unit Price	Total
4.01	Supply and install 19mm dia. (Municipex) Water Service (Connect to Ex. WTM.)	9	Each	\$1,750.00	\$15,750.00
4.02	Supply and install Fire Hydrant c/w Hydrant Sign and Test Box	1	Each	\$11,000.00	\$11,000.00
4.03	Commission Watermain	100%	LS	\$3,000.00	\$3,000.00
4.04	Connect to Existing Watermain	1	Each	\$2,500.00	\$2,500.00
<b>Total Section 4.0</b>					<b>\$32,250.00</b>
5.0	Road Works	Quantity	Unit	Unit Price	Total
5.01	Earth Excavation (POP)	680	m <sup>3</sup>	\$6.00	\$4,080.00
5.02	Supply & Place Granular 'B' (450mm)	865	Tonne	\$18.25	\$15,786.25
5.03	Supply & Place Granular 'A' (150mm)	340	Tonne	\$22.50	\$7,650.00
5.04	HL-4 Hot Mix Asphalt (50mm Base Course)	103	Tonne	\$115.00	\$11,845.00
5.05	HL-3- Hot Mix Asphalt (40mm Surface Course)	82	Tonne	\$125.00	\$10,250.00
5.06	Imported Granular Fill (Provisional)	500	Tonne	\$13.00	\$6,500.00
5.07	Supply and Install Concrete Barrier Curb and Gutter (OPSD. 600.100)	93	m	\$65.00	\$6,045.00
5.08	Dust Control	100%	LS	\$2,000.00	\$2,000.00
5.09	Subgrade and Boulevard Preparation	100%	LS	\$4,000.00	\$4,000.00
5.10	Install Arm and Luminaire on Existing Pole	100%	LS	\$2,500.00	\$2,500.00
<b>Total Section 5.0</b>					<b>\$70,656.25</b>
<b>Notes:</b> 1. The estimate of construction costs is provided for budgetary purposes only. This is not to be interpreted as a guarantee by Cobide Engineering Inc. of the actual construction costs.					

7/04/22

**Township of Wellington North**  
**VENDOR CHEQUE REGISTER REPORT**  
**Payables Management**

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<b>Cheque Number</b>	<b>Vendor Cheque Name</b>	<b>Cheque Date</b>	<b>Amount</b>
78302	Biz Bull	6/23/22	\$446.35
78303	Bluewater Fire & Security	6/23/22	\$478.63
78304	Broadline Equipment Rental Ltd	6/23/22	\$215.65
78305		6/23/22	\$800.00
78306	The Murray Group Limited	6/23/22	\$1,248.17
78307	Premier Equipment Ltd.	6/23/22	\$282.50
78308	Sterling Backcheck Canada Corp	6/23/22	\$42.71
78309	TD Wealth	6/23/22	\$807.20
78310	Township of Centre Wellington	6/23/22	\$492.26
78311	John Charles Walsh	6/23/22	\$10,521.00
78312	Wellington Catholic Dist Sch B	6/23/22	\$148,998.54
EFT0003706	ABC Recreation Ltd.	6/23/22	\$2,397.08
EFT0003707	Acapulco Pools Limited	6/23/22	\$4,313.32
EFT0003708	Arthur Home Hardware Building	6/23/22	\$42.58
EFT0003709		6/23/22	\$26.97
EFT0003710	Barclay Wholesale	6/23/22	\$324.31
EFT0003711	B M Ross and Associates	6/23/22	\$2,262.38
EFT0003712	Brent D. Rawn Electric	6/23/22	\$549.63
EFT0003713	CARQUEST Arthur Inc.	6/23/22	\$352.45
EFT0003714	Cimco Refrigeration	6/23/22	\$2,416.12
EFT0003715	Coffey Plumbing, Div. of KTS P	6/23/22	\$1,031.07
EFT0003716		6/23/22	\$1,460.96
EFT0003717	Conseil scolaire catholique Mo	6/23/22	\$3,678.55
EFT0003718	Corporate Express Canada Inc.	6/23/22	\$847.57
EFT0003719	County of Wellington	6/23/22	\$2,964,541.13
EFT0003720	Canadian Union of Public Emplo	6/23/22	\$1,873.84
EFT0003721	Decker's Tire Service	6/23/22	\$548.05
EFT0003722		6/23/22	\$250.00
EFT0003723	Ideal Supply Inc.	6/23/22	\$118.05
EFT0003724	Lange Bros.(Tavistock) Ltd	6/23/22	\$4,491.75
EFT0003725	Conseil Scolaire Viamonde	6/23/22	\$4,178.80
EFT0003726	Marcc Apparel Company	6/23/22	\$286.39
EFT0003727	Moorefield Excavating Limited	6/23/22	\$3,765.05
EFT0003728	North Wellington Co-op Service	6/23/22	\$1,419.23
EFT0003729	Ont Mun Employee Retirement	6/23/22	\$43,651.50
EFT0003730	PACKET WORKS	6/23/22	\$169.50
EFT0003731	Pollard Distribution Inc.	6/23/22	\$23,752.99
EFT0003732	Pryde Truck Service Ltd.	6/23/22	\$4,821.15
EFT0003733	Purolator Inc.	6/23/22	\$14.13
EFT0003734	Risolv IT Solutions Ltd	6/23/22	\$9,544.41

Cheque Number	Vendor Cheque Name	Cheque Date	Amount
EFT0003735	ROBERTS FARM EQUIPMENT	6/23/22	\$33.89
EFT0003736	SGS Canada Inc.	6/23/22	\$2,515.38
EFT0003737	Suncor Energy Inc.	6/23/22	\$6,042.16
EFT0003738	T&T Power Group	6/23/22	\$10,544.49
EFT0003739	Terryberry	6/23/22	\$992.74
EFT0003740	Teviotdale Truck Service & Rep	6/23/22	\$2,891.24
EFT0003741	Township of Southgate	6/23/22	\$4,068.00
EFT0003742	Upper Grand Dist School Board	6/23/22	\$797,627.01
EFT0003743	Upper Grand Dist School Board	6/23/22	\$57,153.00
EFT0003744	Wellington Advertiser	6/23/22	\$340.13
EFT0003745	Wellington North Power	6/23/22	\$45,368.06
EFT0003746	Young's Home Hardware Bldg Cen	6/23/22	\$78.68
78313	Arthur Foodland	6/29/22	\$21.16
78314	Broadline Equipment Rental Ltd	6/29/22	\$79.57
78315	Duncan, Linton LLP, Lawyers	6/29/22	\$1,299.90
78316	Fergus Brass Band	6/29/22	\$600.00
78317	Leverne Ferguson	6/29/22	\$49,880.78
78318	Fergus Pipe Band	6/29/22	\$500.00
78319		6/29/22	\$200.00
78320	Horton's Dairy	6/29/22	\$103.20
78321	Hydro One Networks Inc.	6/29/22	\$2,688.75
78322	Jim's Auto Service	6/29/22	\$972.83
78323		6/29/22	\$20.00
78324		6/29/22	\$120.00
78325	Jim Martin	6/29/22	\$900.00
78326	Mount Forest Foodland	6/29/22	\$19.74
78327		6/29/22	\$100.00
78328		6/29/22	\$100.00
78329	Township of Centre Wellington	6/29/22	\$247.19
78330	Enbridge Gas Inc.	6/29/22	\$260.14
78331	Wightman Telecom Ltd.	6/29/22	\$178.21
EFT0003747	A J Stone Company Ltd.	6/29/22	\$1,337.65
EFT0003748	Arthur Home Hardware Building	6/29/22	\$167.99
EFT0003749	Artic Clear 1993 Inc.	6/29/22	\$42.50
EFT0003750	Brandt Security	6/29/22	\$176.56
EFT0003751	CARQUEST Arthur Inc.	6/29/22	\$402.69
EFT0003752	CIMA Canada Inc.	6/29/22	\$17,421.78
EFT0003753	Clark Bros Contracting	6/29/22	\$16,272.00
EFT0003754	Coffey Plumbing, Div. of KTS P	6/29/22	\$613.25
EFT0003755	Corporate Express Canada Inc.	6/29/22	\$90.32
EFT0003756	County of Wellington	6/29/22	\$24,284.00
EFT0003757	Da-Lee Dust Control	6/29/22	\$44,945.72
EFT0003758	Eric Cox Sanitation	6/29/22	\$184.16
EFT0003759	FOSTER SERVICES/822498 ONT INC	6/29/22	\$11,074.00
EFT0003760	H Bye Construction Limited	6/29/22	\$68,769.63
EFT0003761	Innovative	6/29/22	\$257.63

<b>Cheque Number</b>	<b>Vendor Cheque Name</b>	<b>Cheque Date</b>	<b>Amount</b>
EFT0003762	J J McLellan & Son	6/29/22	\$782.53
EFT0003763	Maple Lane Farm Service Inc.	6/29/22	\$1.76
EFT0003764	Marcc Apparel Company	6/29/22	\$1,270.63
EFT0003765	Mike Lucas	6/29/22	\$5,265.80
EFT0003766	Moorefield Excavating Limited	6/29/22	\$383.67
EFT0003767	Pollard Distribution Inc.	6/29/22	\$23,794.16
EFT0003768	Purolator Inc.	6/29/22	\$10.18
EFT0003769	ROBERTS FARM EQUIPMENT	6/29/22	\$118.99
EFT0003770	Rural Routes Pest Control Inc.	6/29/22	\$90.68
EFT0003771	Shred All Ltd.	6/29/22	\$67.80
EFT0003772	Suncor Energy Inc.	6/29/22	\$3,930.37
EFT0003773	Town of Minto	6/29/22	\$425.00
EFT0003774	Triton Engineering Services	6/29/22	\$18,290.75
EFT0003775	Wellington Advertiser	6/29/22	\$1,760.54
EFT0003776	Wellington Comfort Systems Ltd	6/29/22	\$7,581.77
EFT0003777	WJF Instrumentation (1990) Ltd	6/29/22	\$339.00
EFT0003778	Yake Electric Ltd	6/29/22	\$2,458.19
EFT0003779	Young's Home Hardware Bldg Cen	6/29/22	\$142.12
<b>Total Amount of Cheques:</b>			<b>\$4,486,162.04</b>



**WELLINGTON NORTH**  
SEMPER PORRO

## Staff Report

**To:** Mayor and Members of Council Meeting of July 11, 2022

**From:** Matthew Aston, Director of Operations

**Subject:** OPS 2022-020 being a report on Investing in Canada Infrastructure Program (ICIP) – Green Stream

### RECOMMENDATION

**THAT** Council of the Corporation of the Township of Wellington North receive Report OPS 2022-020 being a report on the Investing in Canada Infrastructure Program (ICIP) – Green Stream;

**AND FURTHER THAT** the Council authorize the Mayor and Clerk to sign the by-law to enter into the agreement.

### PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

2021 Capital Budget

### BACKGROUND

The interior and exterior recoating of the Mount Forest Stand-Pipe was approved as part of the Township's 2021 capital budget. Mid-way through 2021, the government released the Investing in Canada Infrastructure Program (ICIP) – Green Stream, grant application, specific to water and wastewater projects. Senior management determined the most applicable water and wastewater project was the recoating of the Mount Forest Stand-Pipe for which we were successful in obtaining the grant.

ICIP grants are typically comprised of the federal government providing 40% of project funding, provincial government providing 33.33% of project funding and the Township providing the remaining 26.67%.

### FINANCIAL CONSIDERATIONS

Project Funding	
Federal Funding	\$451,000.00
Provincial Funding	\$375,795.75
Township Funding	\$300,704.25
Total	\$1,127,500.00

The 2021 capital budget originally carried a budget of \$950,000 for this project, to be funded from water and sewer rates.

**ATTACHMENTS**

By-law 079-22 attached in this agenda

**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
- Municipal Infrastructure
- Partnerships
- Alignment and Integration

<b>Prepared By:</b>	Matthew Aston, Director of Operations
<b>Recommended By:</b>	Matthew Aston, Interim Chief Administrative Officer / Director of Operations <i>Matthew Aston</i>





**WELLINGTON NORTH**  
SEMPER PORRO

## Staff Report

**To:** Mayor and Members of Council Meeting of July 11, 2022

**From:** Karren Wallace, Director of Legislative Services/Clerk

**Subject:** Report CLK 2022-016 being a report on Naming and Re-Naming Policy for Municipal Parks and Facilities

### RECOMMENDATION

**THAT** Council of the Township of Wellington North receive for information report CLK 2022-016 being a report on Naming and Re-Naming Policy for Municipal Parks and Facilities.

### PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

### BACKGROUND

At the June 27, 2022 meeting, Council staff to bring present examples of municipal facility naming rights policies to a future meeting of Council. The issue arose out of the Mount Forest pool discussion on options for fundraising. Several policies are attached to this report.

If Council wants to pursue a policy for naming rights the following should be considered:

- Submission Process
- Selection Process
- Naming Criteria and Guidelines
- Donor Recognition - Significant Financial Gifts
- Renaming Of Existing Municipal Amenities
- Public Support Petition
- Length of right of name

### FINANCIAL CONSIDERATIONS

There are no financial implications in receiving this report for information.

### ATTACHMENTS

Policies:  
Schedule A Kincardine  
Schedule B City of Owen Sound  
Schedule C Mississauga

**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

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<b>Prepared By:</b>	Karren Wallace, Director of Legislative Services/Clerk	<i>Karren Wallace</i>
<b>Recommended By:</b>	Matthew Astin CAO (Interim)	<i>Darren Jones</i>

## POLICY

**POLICY NO.:** GG.3.18  
**SECTION:** GENERAL GOVERNMENT  
**TITLE/SUBJECT:** NAMING OF MUNICIPAL PARKS, FACILITIES AND ASSETS  
**ADOPTED DATE:** July 4, 2018

(#07/04/18-03)

### REVISION DATE:

### DEFINITIONS:

For the purpose of this policy:

**“Commemorative”** means the official naming of a municipal park, part of a park, facility, or part of a facility, or other municipal asset, to commemorate a person, persons, organization or family;

**“Chief Administrative Officer” or “CAO”** means the Chief Administrative Officer of The Corporation of the Municipality of Kincardine or designate;

**“Chief Building Official” or “CBO”** means the Director of Building & Planning of The Corporation of the Municipality of Kincardine or designate;

**“Clerk”** means the Municipal Clerk of The Corporation of the Municipality of Kincardine or designate;

**“Director of Public Works”** means the Director of Public Works of The Corporation of the Municipality of Kincardine or designate;

**“Director of Parks and Recreation”** means the Director of Parks and Recreation of The Corporation of the Municipality of Kincardine or designate;

**“Municipality”** means The Corporation of the Municipality of Kincardine and its successors and assigns;

**“Council”** means the Council of The Corporation of the Municipality of Kincardine.

**“Assets”** shall include municipally owned buildings, rooms and elements within those buildings, parks and elements of parks including pathways, fountains, squares, gardens, landscape features, bridges, etc and other municipally owned assets. For Commemoration purposes, the term shall include components, such as sporting fields,

trails, gardens or rooms contained within a larger park or facility, and municipally owned equipment and other physical assets.

### **PURPOSE:**

This policy provides guidelines for managing naming requests for Assets that are on municipally owned property or that require municipal resources or approval. The final decision for naming municipal Assets including opportunities resulting from donations, gifts and sponsorships, will rest with Council.

### **POLICY OBJECTIVE:**

The main objectives of this policy are to:

- Provide a fair, consistent and efficient process for the naming and renaming of any municipal facility, building, property, park or open space while respecting the need for public solicitation and legislative approvals;
- To ensure the application of key criteria to determine the appropriateness of a proposed commemorative name;
- To ensure a central repository for all commemorative naming requests;
- To ensure a proper and transparent approval process.

### **APPLICATION PROCESS**

- Completed application forms may be submitted at any time by any member of the public or municipal Council & staff who choose to recommend a nomination for commemorative naming of any municipal Assets.
- From time to time, the Municipality may also solicit names using the application form when the Municipality determines it is necessary to name all or part of a new asset or rename an existing asset.
- Completed applications will be reviewed by the Naming Review Team prior to inclusion on a Council agenda.

The Naming Review Team shall consist of:

- Director of Parks and Recreation
- Director of Public Works
- Chief Building Official
- The Councillor representing the Ward in which the park, facility or asset is located (if the Asset represents more than one ward, than multiple Councillors would be members)
- The Clerk
- Mayor (or designate)
- Community Development Officer

- The Naming Review Team shall be required to follow the Municipality's Procedure By-law.
- Names relating to individuals who are deceased will require the consent of the family members or estate;
- Council is the final authority for naming decisions.

All discussions of naming/renaming or dedicating of municipal Assets or elements of the same will be considered at a closed meeting. In general, the Clerk will bring forward a report for Council containing background information pertinent to one or more suggested names.

Final decision will be made by Council and reported publicly at the appropriate time.

#### *Public Consultation*

Notice and Public Consultation shall be undertaken in accordance with the size and scope of the Asset being named. The Public Consultation period shall last 30 calendar days.

Written submissions received during the public consultation phase must be verifiable. To that end:

- Each written submission must include the submitter's full first and last name.

### **NAMING PRINCIPLES/ GUIDELINES**

#### *Criteria*

Where the naming of a municipal park, facility, or asset is being requested, at least one of the following criteria shall apply:

- The nominated individual/organization must have demonstrated excellence, courage or exceptional dedication to service in ways that bring special credit to the Municipality of Kincardine, the Province of Ontario and/or Canada;
- An original inhabitant/family within the Municipality of Kincardine who has historical significance;
- The nominated individual/organization volunteer(s) has made a lengthy contribution to community services/organizations. The quality of the contribution shall be considered along with the length of service by the individual/organization;
- The nominated name has historical significance to the community, Municipality of Kincardine and/or the Province or Canada;
- Where the nominated individual is a current municipal employee, the individual shall have made an outstanding contribution to the Municipality outside of their capacity and duties as a municipal employee;

- An individual/organization may be recognized for a significant financial contribution to a park, facility or asset, where that contribution significantly benefits the community;
- The nominated individual shall have risked or given their life to save or protect others.

### *Principles*

#### Names shall

- not be discriminatory, derogatory or political in nature;
- not be named after elected officials currently in office;
- maintain long-standing local area identification;
- give a sense of place, continuity and belonging and celebrate distinguishing characteristics and uniqueness of the Municipality of Kincardine;
- aid in the geographical identification of municipal parks, facility(s) or asset elements to assist in emergency response situations.

Corporate names shall not be used unless a significant financial or other contribution has been made to the Municipality of Kincardine.

### *Single Use*

A commemorative name should only be used once.

The Policy is not open to commemorate an individual's death. These applications will be directed to the Parks & Recreation Commemorative Tree and Bench program or another appropriate memorial program.

### *Multiple Names*

In instances where multiple names have been submitted for a single park, facility or asset, the Naming Review Team may select one or more proposal(s) to move forward.

### *Renaming*

The names of Assets shall not be changed unless it is found that because of information forthcoming the continued use of the name would not be in the best interest of the community.

The renaming process shall be identical to the commemorative naming process and require Council as the final authority for approving the proposed Asset name.

## **RESPONSIBILITIES**

The Clerk's Department shall be the central depository for all naming requests for Assets.

**EXCEPTIONS**

Council may assign a name, notwithstanding the provisions included in this policy.

Council shall retain the right to decline naming certain Assets of broad importance.

Enquiries regarding this policy should be directed to: Clerk's Department, Municipal Administration Centre, 1475 Concession 5, RR#5 Kincardine, N2Z 2X6

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**Title: Naming and Re-Naming Policy for City Parks and Facilities**

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**Department/Division: Community Services**

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**Purpose**

1. This policy is intended to provide clear and consistent criteria as well as process for naming City Parks or Facilities as well as considerations and process where an existing park or facility name is subject to review and consideration for renaming.

**Scope**

2. This policy applies to the naming and re-naming of City Parks and City Facilities.
3. This policy will establish the criteria for consultation with respect to naming.
4. This policy does not apply to naming of streets or bridges.
5. The policy does not apply to naming relating to financial sponsorship or major donations.

**Definitions**

6. For the purposes of this policy,  
"City" means the Corporation of the City of Owen Sound;  
"City Park" means all parkland, open spaces, trails, bridges in parks, hazard lands associated with recreation corridors and areas, and includes but is not limited to, playgrounds, splash pads, outdoor ice rinks, athletic fields and accessory structures, pools, picnic areas, beaches, outdoor shelters, campgrounds, toboggan hills, marinas, and concessions accessory thereto: owned by the City of Owen Sound;



“City Facility” means all real property including buildings and structures not located within parks including major recreational facilities, operations and administrative buildings owned by the City of Owen Sound;

“Honourific” means a person or organization to be recognized with respect through naming a Park or Facility.

“Non Erasure” means to not erase history.

“Principal Legacy” means the enduring consequence of the honourific in the City, Province or Country.

## **Policy**

7. The following guidelines apply to all considerations for naming:
  - i. All naming shall portray a positive image of the City and be consistent with the values of the City of Owen Sound Strategic Plan.
  - ii. All naming should be considered permanent and re-naming should only be considered in exceptional circumstances.
  - iii. Naming should avoid duplication of names that would result in confusion or impair the ability of First Responders to respond to emergencies.
  - iv. The City Clerk shall maintain a register of Parks and Facility names to ensure duplication is avoided.
  - v. City Council shall have the final decision with respect to naming of City Parks and Facilities.
  - vi. City Council shall follow the procedure attached to this Policy with respect to the process, public notice, consultation in advance of any decision with respect to Naming or Re-Naming.

## **City Park and Facility Naming Guideline**

8. The following guidelines established for naming City Parks and Facilities are listed in descending order of preference.
9. A name that identifies the location or unique characteristic of the community. These may include but not be limited to the following:

- i. A neighbourhood or planning area reference (i.e. Sydenham Heights);
  - ii. A street reference;
  - iii. A noteworthy physical or environmental or scenic quality (i.e. Bayview Park);
  - iv. Proximity to a recognizable facility or area (i.e. High Park).
10. A name that recognizes a historical event which has Citywide, regional or national impact or significance (i.e Olympic Torch Square).
11. A name that recognizes an individual, family or object having a historical connections to a site (i.e. Harrison Park).
12. An honourific naming: The name of an individual or organization that has made a significant contribution to the community, to the City, the Province or Nation.

The following conditions apply to considering an honourific naming:

- i. The reputation of the individual or organization must be accurately and completely documented and broadly acknowledged as benefitting the community, City, Province or Nation;  
  
The primary contribution of the individual or group shall be well documented and the record of such shall be retained as a permanent document;  
  
The application shall include sufficient information to ensure the principal legacy is well documented and supports the request for naming.
- ii. Where possible, a direct relationship should exist between the individual or group and the feature, park or facility being considered for naming, sport personalities should be recognized with their area of athletic endeavor. (i.e. Harry Lumley Bayshore Community Centre).
- iii. In the case of an elected official or civil servant, they must be retired from public service to be eligible.
- iv. Names of individuals can be used posthumously, however, permission is required from the persons immediate family or executors.

## **City Park and Facility Re-Naming Guideline**

13. The re-naming of City Parks and Facilities will only be considered in exceptional circumstances.
14. Re-naming will be considered only when it can be demonstrated that it is not in the City's best interest to continue to use the name.
15. It is incumbent on Council or the person or organization applying for the re-naming to provide sufficient information to consider the request.
16. City Council shall have the final decision with respect to naming of City Parks and Facilities.
17. City Council shall follow the procedure attached to this Policy with respect to the process, public notice, consultation in advance of any decision with respect to Naming or Re-Naming.
18. The following considerations and principles apply to any consideration of re-naming:

- i. Renaming on account of values should be an exceptional event.**

- There are many reasons to honour tradition;
- Historical names can be a source of knowledge and often carry wisdom not immediately apparent to a current generation; no generation stands alone at the end of history with perfect moral hindsight;
- It is a virtue to appreciate the complexity of those lives and historic events that have given shape to the world in which we live;
- The presumption against renaming is strongest when a park or facility has been named for someone who made a major contribution to the City, the Province or the Nation.

- ii. Sometimes renaming on the basis of values is warranted.**

Three distinct timeframes should be considered:

- a. The era in which honourific lived and worked;
- b. The time of a naming decision;
- c. The present.

Each timeframe offers relevant information. Considering the three timeframes noted, consideration should be given to the following:

- Does the principal legacy of an individual or organization conflict with the vision and values of the City today?
- Human lives are large and contain multitudes, individuals may have both virtues and vices;
- Interpretations of principal legacies are subject to change over time and may vary in the eye of the beholder;
- Consider the long lasting or enduring impact of an honourific;
- Altering the interpretation of a principal legacy associated with an honourific is not done easily;
- The principal legacy is only one consideration and should be considered with the other principles for re-naming;
- Was the principal legacy significantly considered in the time the honourific lived and was it considered at the time of the naming;  
Re-naming is more likely to be warranted when there was not an appropriate consideration of principal legacy that was well documented at the time the person lived and the naming was done;
- Does a Park or facility whose honourific that has a principal legacy that his deemed to be in conflict with the values of the City play a substantial role in forming the sense of community of the City;  
If a Park or Facility has a long-standing name that has created bonds and connections among generations of community members, these bonds can be a reason to keep a name;

**iii. A decision to re-name a park or facility comes with an obligation of non-erasure.**

- When a name is altered, the City has a responsibility to ensure that the removal does not have the effect of erasing history;
- It is incumbent on the City to ensure if a renaming is done that affirmative steps are taken to avoid erasure such as exhibits, installations, plaques, signs and public area or other such creative means considered appropriate by the community and Council.

## Process

### Process – Naming a City Park or City Facility

1. A completed application form is completed and submitted to the attention of the City Clerk.

(A fillable form is available on the City website or available in hard copy at City Hall)

2. Staff will review the application for completeness ensuring that the information required to consider the request, with respect to an honourific naming, has been provided.

3. a) Council receives a request on the form provided from an individual or organization to name a City Park or Facility.

b) Council requests by resolution that staff initiate or not initiate the process to name a City Park or Facility.

c) Council itself requests by resolution that staff initiate a naming process.

4. Staff report

Staff will prepare a report to the Community Services Committee with respect to the proposed naming together with the information provided in the application.

5. Public Notice

A minimum of 10 days in advance of making a decision with respect to a naming, public notice will be given on the City website (Notices) and via a Media Advisory.

6. Public input will be assembled and presented to Community Services Committee in a staff report with a final recommendation.

7. Community Services Committee to recommend to Council.

8. The decision of Council is final.

9. Any decision to name a park or facility is enacted by Bylaw.

## **Process – Re-Naming a City Park or City Facility**

1. A completed application form is completed and submitted to the attention of the City Clerk.
2. Staff will review the application for completeness ensuring that the information required to consider the request has been provided.

(A fillable form is available on the City website or available in hard copy at City Hall)

3. a) Council receives a request on the form provided from an individual or organization to re-name a City Park or Facility.  
b) Council requests by resolution that staff initiate or not initiate the process to re-name a City Park or Facility.  
c) Council itself requests by resolution that staff initiate the re-naming process.

### 4. Staff report

Staff will prepare a report to the Community Services Committee with respect to the proposed re-naming together with the information provided in the application. The staff report will include information to address the composition of a working group as follows:

Community Services Committee will by resolution appoint a working group composed of:

- a. 3 members of City Council;
- b. City Clerk
- c. City Manager or designate
- d. Other staff deemed appropriate given the nature of the request (i.e. Manager of Human Resources)

5. The Working Group can obtain legal advice or expert opinion from a subject matter expert that may be able to provide assistance with the consideration of the matter.
6. The Working Group may request additional information or documentation from the group or organization making the initial application for re-naming if necessary.

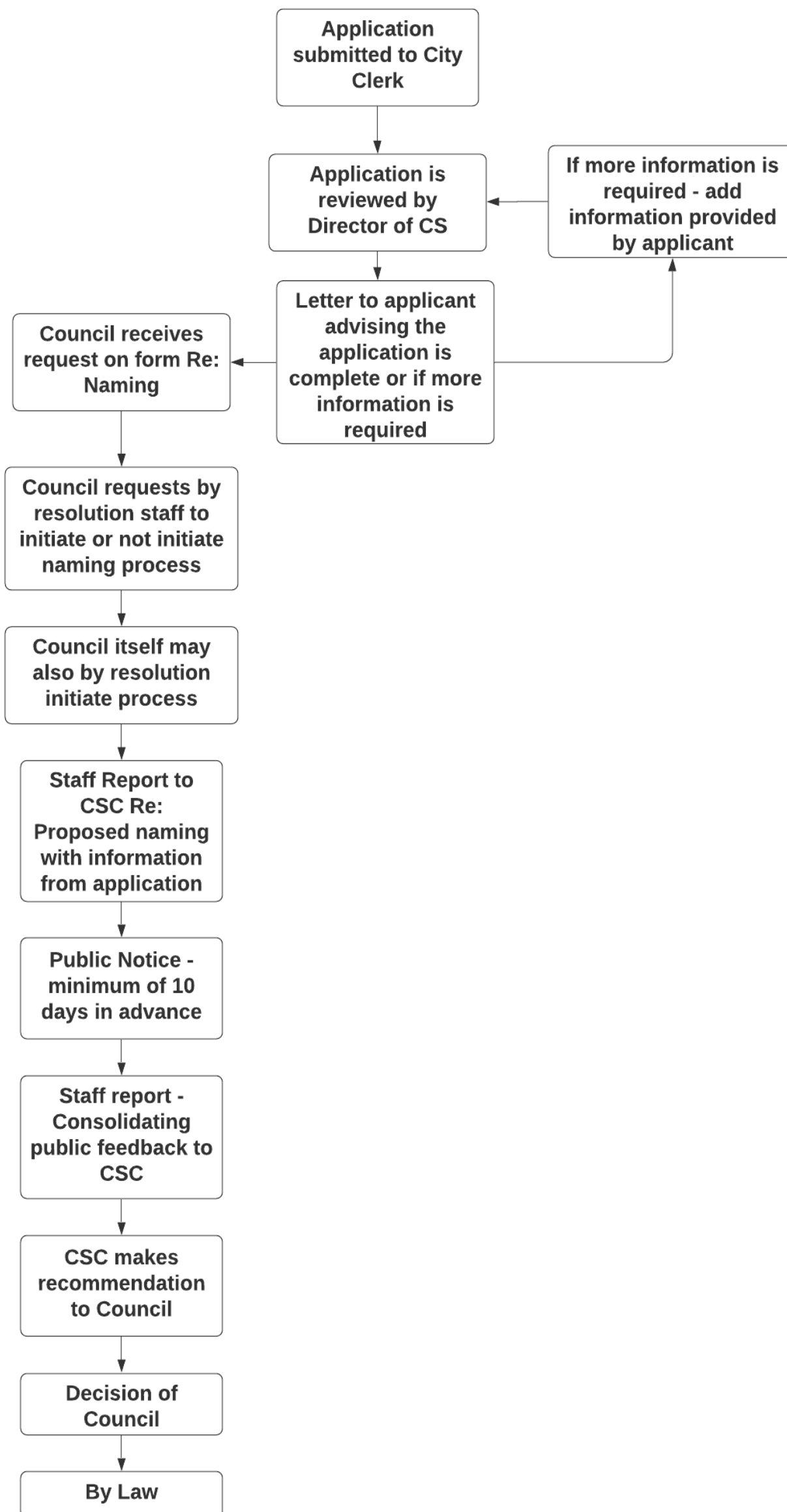
7. The Working Group makes a recommendation to Community Services Committee. The Community Services Committee Meeting Minutes will then be considered at Council.
8. The decision of Council is final.
9. Decision is enacted by Bylaw.

**Attachments:**

- Schedule A: Process Flow Chart – Naming a City Park or Facility
- Schedule B: Process Flow Chart – Re-Naming a City Park or Facility
- Schedule C: Application Form – Naming a City Park or Facility
- Schedule D: Application Form – Re-Naming a City Park or Facility

**SCHEDULE A**

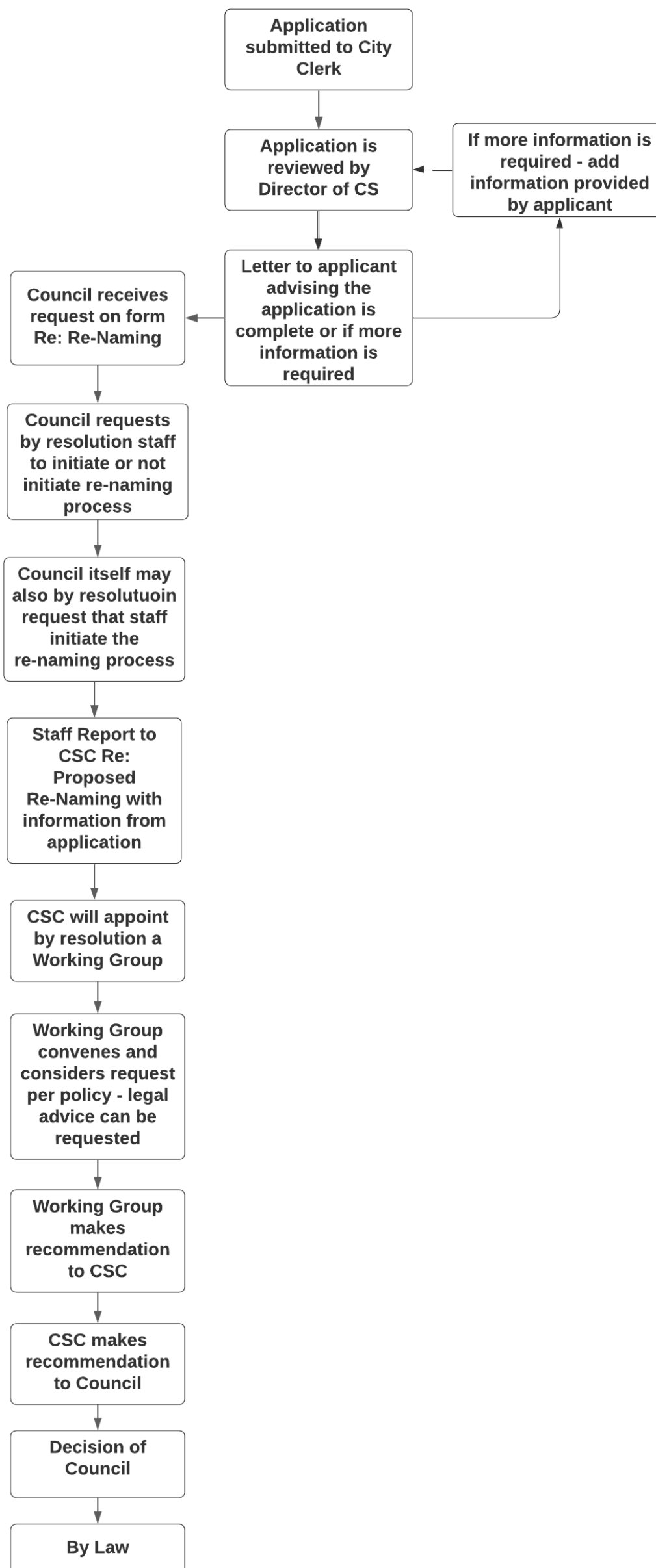
**Process Flow Chart – Naming a City Park or Facility**





**SCHEDULE B**

**Process Flow Chart –Re-Naming a City Park or Facility**



**APPLICATION FOR NAMING A CITY PARK OR FACILITY FORM**

Submit form to: City of Owen Sound, c/o Briana Bloomfield,  
808 2<sup>nd</sup> Avenue East, Owen Sound, ON N4K 2H4, 519-376-4440 Ext. 1247 or e-mail  
[bbloomfield@owensound.ca](mailto:bbloomfield@owensound.ca)

<b>A. APPLICANT INFORMATION (can be an individual or organization)</b>		
Last Name		First Name
Address		Email
City	Postal Code	Province
Telephone Number Work:		Telephone Number Home:
<b>B. SUGGESTED NAME OF PARK OR FACILITY</b>		
Name of Park or Facility		
Address		
<b>C. HONOURIFIC NAMING -please refer to Policy CS-087</b>		
<p><b>Using the space provided, please accurately and completely document the benefit to the Community, City, Province, or Nation made by this individual or organization. Please attach additional pages if necessary.</b></p> <p><b>Ensure this contains sufficient information to document the principal legacy of the person or organization.</b></p> <p><b>If an honourific naming is being made posthumously, please attach permission of the individual's immediate family or executors.</b></p> <p><b>Please ensure to cover 2 timeframes:</b></p> <ul style="list-style-type: none"> <li><b>a) The era in which honourific lived and worked;</b></li> <li><b>b) Time of naming decision.</b></li> </ul>		

**D. SIGNATURE OF APPLICANT**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**E. CITY USE**

\_\_\_\_\_  
Date Received

\_\_\_\_\_  
Date Application Deemed Complete

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Resubmission Date

**F. APPLICATION INFORMATION**

**Return Application to:**

City of Owen Sound  
c/o Briana Bloomfield  
808 2<sup>nd</sup> Avenue East  
Owen Sound, ON N4K 2H4  
Tel: 519-376-4440 ext. 1247; Fax: 519-376-6028  
E-mail: [bbloomfield@owensound.ca](mailto:bbloomfield@owensound.ca)

Submit form to: City of Owen Sound, c/o Briana Bloomfield,  
 808 2<sup>nd</sup> Avenue East, Owen Sound, ON N4K 2H4, 519-376-4440 Ext. 1247 or e-mail  
[bbloomfield@owensound.ca](mailto:bbloomfield@owensound.ca)

<b>A. APPLICANT INFORMATION (can be an individual or organization)</b>		
Last Name	First Name	
Address		Email
City	Postal Code	Province
Telephone Number Work:	Telephone Number Home:	
<b>B. PROPOSED RE-NAMING OF PARK OR FACILITY</b>		
Current Name of Park or Facility		
Proposed Name of Park or Facility		
Address		
<b>C. REASONS IN SUPPORT OF RE-NAMING -please refer to Policy CS-087</b>		
<b>Using the space provided, please accurately and completely document the reasons in support of re-naming (including primary sources) while referencing Policy CS-087. Please attach additional pages if necessary.</b>		

**D. SIGNATURE OF APPLICANT**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**E. CITY USE**

\_\_\_\_\_  
Date Received

\_\_\_\_\_  
Date Application Deemed Complete

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Resubmission Date

**F. APPLICATION INFORMATION**

**Return Application to:**

City of Owen Sound  
c/o Briana Bloomfield  
808 2<sup>nd</sup> Avenue East  
Owen Sound, ON N4K 2H4  
Tel: 519-376-4440 ext. 1247; Fax: 519-376-6028  
E-mail: [bbloomfield@owensound.ca](mailto:bbloomfield@owensound.ca)

City of Mississauga

# Corporate Policy & Procedure



**Policy Title: Facility Naming**

**Policy Number: 05-02-02**

Section:	<b>Property and Facilities</b>	Subsection:	<b>Facility Planning</b>
Effective Date:	<b>March 28, 2018</b>	Last Review Date:	<b>March, 2018</b>
Approved by:	<b>Council</b>	Owner Division/Contact:	<b>Parks and Forestry and Culture Divisions, Community Services Department</b>

## Policy Statement

City Facilities are named by Council, based on specific criteria and, where applicable, in consideration of any public comment.

## Purpose

This policy establishes the process and criteria for Facility naming.

## Scope

This policy applies to all City Facilities, as defined for the purposes of this policy.

## Related Policies

City Plaques – Public Relations - Plaques  
 Official City Openings/Events – Public Relations – Events  
 Civic Protocol – Public Relations – Events

## Definitions

For the purposes of this policy:

“City” means the Corporation of the City of Mississauga.

“Dedication” means attributing part of a Facility (e.g. a room in a building or garden in a park), in accordance with the criteria in this policy.

“Facility” means all City property and facilities that are owned, leased, licensed or occupied/operated by the City, including:

- Any public buildings or building portion (e.g. rooms/indoor venues, indoor recreation fields)
- Parkland and open space, including
  - multi-use trails

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Last Review Date: March, 2018

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- outdoor recreation fields
- gardens
- other significant parks features, and
- structures within a park (e.g. bridges and pavilions)

Where Facility boundaries are not easily identified, such as at a garden or overlook within a property, applicable City staff will determine the most appropriate boundary to encompass the name.

“Naming” means the process for assigning an official name to a new Facility, in accordance with the criteria in this policy. Naming applies to the entire Facility.

“Renaming” means changing the name of an entire, existing Facility, in accordance with the criteria in this policy.

## **Submitting Requests to the City of Mississauga**

Proposals from the public for Naming, Renaming or Dedication of a Facility should be forwarded to the Manager, Park Planning, Parks & Forestry Division, Community Services Department.

## **Accountability**

### **Commissioners**

Commissioners are responsible for preparing corporate reports to Council outlining the recommended name for their respective Facility. All reports are signed and presented to Council by the Commissioner, Community Services, in accordance with this policy.

### **Departmental Directors**

All departmental directors are responsible for:

- Ensuring all applicable managers/supervisors are aware of this policy and of any subsequent revisions, and
- Ensuring compliance with this policy

### **Managers/Supervisors**

Managers/supervisors of staff who are responsible for the Facility naming/dedication process, including business planning, are accountable for:

- Ensuring staff in their respective work units are aware of this policy and the Related Policies, as well as any subsequent revisions
- Ensuring applicable staff are trained on this policy and any subsequent revisions, with respect to their specific job function, and
- Ensuring staff comply with this policy

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### **Divisional/Departmental Responsibilities**

Staff in the division/department responsible for the Facility are accountable for:

- Confirming that Facility Naming/Renaming or Dedication is an appropriate tribute if honouring an individual
- Researching proposed name
- Obtaining written approval and consent of the named party or their representative if naming a Facility after an individual, event or organization
- Consulting with other divisions (e.g. Park Planning – Parks and Forestry Division, Heritage Planning – Culture Division, Active Transportation Office –Transportation and Infrastructure Planning Division) as required
- Confirming the boundaries of the Facility to be named or renamed
- Determining with the applicable ward councillor the preferred name to be recommended
- Advising the applicable director and the Commissioner of Community Services of the name to be recommended, and
- Drafting a corporate report, to be signed by the Commissioner, Community Services, recommending the name, including a funding request for any associated expenses such as plaques and signage that are not already included in a capital budget and, if applicable, a location map

### **Initial Naming of a Facility**

#### **Proposed Names**

Anyone may propose a name for a Facility.

If the proposed name is in honour of an individual, the request must be accompanied by a written biography, including a description of the individual's contribution to Mississauga or the Facility and an explanation of why the honour should be given.

#### **Heritage Properties**

Heritage properties will be named in accordance with this policy and the following additional requirements:

- If the property is listed or designated as a heritage property, Heritage Planning staff will consult with the Heritage Advisory Committee as required to confirm the preferred name from a heritage perspective (e.g. original owner or builder; prominent owner; original property name)
- When a property is designated under the *Ontario Heritage Act*, any sponsorship naming opportunity will acknowledge the heritage of the property

#### **Selection Criteria**

All suggested names will be considered, unless the name:

- Duplicates another existing name
- Will cause confusion due to similarity to another existing name



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- Is meaningful only to a limited number of people, and/or
- Detracts from the image of the City in light of generally prevailing community standards

Unless a sponsorship or donation agreement specifically states what the Facility will be named, preference is given to names which:

- Have a direct relationship with the Facility - i.e. reflect the geographical location of the Facility
- Recognize the historical significance of the area - i.e. reflect the history of the area
- Honour the original inhabitants of the Facility by using the family name or the name used by the original inhabitants to describe the Facility
- Reflect unique characteristics of the site, such as ecological or scenic qualities
- Are in keeping with a specific theme
- Recognize the donation or sponsorship contribution of an individual or organization to the particular Facility when an agreement is not in place, or
- Honour, a minimum of one year posthumously, an individual who has, for example, made significant positive contributions to their local community, the City of Mississauga, the Province of Ontario or Canada

Note: Any member of Council may direct staff to investigate the appropriateness of a Naming or Dedication in honour of a living individual. Based on staff's recommendation, Council may waive the requirement that recognition be posthumous. However, a Facility may not be named in honour of an elected official at any government level, school trustee, etc. unless the official has retired from public service.

### **Naming Process**

The Commissioner of Community Services will consult with the respective ward councillor and, where the property is listed or designated under the *Ontario Heritage Act*, the Heritage Advisory Committee. The Mayor will then be notified of the recommended name.

The Commissioner of Community Services recommends one name to the General Committee (the "Committee"). The Committee's decision is deferred for 30 days to allow time for public comment.

The Community Services Department notifies all residents and ratepayer associations within a 400-foot (122 metre) radius of the Facility of the proposed name. The notice includes the date and time of the meeting at which the Committee will consider the name and advises that interested parties can arrange with Legislative Services, Corporate Services Department, to address the Committee.

At the meeting scheduled to ratify the name, the Commissioner, Community Services presents a corporate report to the Committee outlining the recommended name and a summary of any public comment. The Committee considers both the staff recommendation and the public comment and may accept the recommended name, propose an alternate or defer a decision until further public comment has been solicited through appropriate media or a public meeting.

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If an alternate name is proposed, the process is repeated, beginning with notification to residents and ratepayer associations.

Once a name has been approved, the Community Services staff person responsible for the naming process forwards the name to all applicable City divisions.

## Renaming a Facility

Generally, changing the name of an existing Facility will not be considered. However, if it is deemed appropriate to change the name of a Facility, a name will be selected using the same criteria and process used for Naming.

## Dedication

Dedications are limited to part of a Facility, such as a room within a community centre or specific garden or feature within a park. Generally, a Dedication is an honour reserved for those actions or achievements that meet the policy criteria.

Where applicable, a written biography of the individual, including a description of the individual's contribution to Mississauga or the Facility, and an explanation of why the honour should be given, will be required. The selection criteria are the same as that for Naming.

The Commissioner of Community Services will consult with the respective ward councillor and the Mayor will then be notified of the recommended name. At the meeting scheduled to ratify the name, the Commissioner, Community Services presents a corporate report to the Committee outlining the recommended name. The Committee considers the staff recommendation and may accept the recommended name, propose an alternate or defer a decision until public comment has been solicited through appropriate media or a public meeting, if deemed appropriate.

Note: Where a Dedication is deemed unsuitable, the request may be referred to Communications, Corporate Services Department for consideration of recognition under the City's Civic Recognition Program policy.

## Revision History

Reference	Description
GC-0394-2006 – 2006 06 21	
GC-0178-2018 – 2018 03 28	

# Grand River Conservation Authority

**Report number:** GM-06-22-51

**Date:** June 24, 2022

**To:** Members of the Grand River Conservation Authority

**Subject:** Progress Report #1- Ontario Regulation 687/21

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## Recommendation:

THAT Progress Report #1 be approved, circulated to all participating Grand River watershed municipalities, posted on the GRCA website, and submitted to the Ministry of Environment, Conservation and Parks in accordance with Ontario Regulation 687/21.

## Summary:

Not applicable.

## Report:

As a requirement under *Ontario Regulation 687/21*, the Grand River Conservation Authority (GRCA) developed and approved a Transition Plan (December 17, 2021) and Inventory of Programs and Services (February 28, 2022). The Inventory of Programs and Services is based on the three categories identified in the Regulation. These categories include (1) Mandatory, (2) Municipally requested, and (3) Other (Authority determines are advisable).

As required under Ontario Regulation 687/21 and identified in GRCA's Transition Plan, the GRCA is providing its first Progress Report. Under the Regulation the Progress Reports must include the following;

- Any comments or other feedback submitted by a municipality regarding the inventory
- A summary of any changes that the Authority has made to the inventory to address comments or other feedback- including a copy of the changed inventory and description of changes
- An update on the progress of negotiations on agreements with participating municipalities
- Any difficulties that the Authority is experiencing that might affect the ability of the Authority to complete the transition plan milestones

## Progress Report Details

### 1) Municipal Comments/Feedback:

- To date, staff have met with all participating municipalities to provide background and information on new regulations are associated requirements. At this time, staff have not received any formal comments or concerns from the participating municipalities regarding the Inventory of Programs and Services (dated Feb. 28, 2022).

### 2) Summary of Changes to Inventory of Programs and Services:

- Through report GM-06-22-52, the Inventory of Programs and Services has been updated to include existing Memorandums of Understanding and/or Agreements with participating municipalities. Chart C (ii) Programs and Services Inventory Listing- Category 2- Information Requirements has been added.

- 3) Update on Progress of Negotiations with Participating Municipalities on Category 2 Programs and Services:
  - At this time, the GRCA is on track with the schedule identified in the GRCA's Transition Plan.
  - GRCA will be hosting virtual webinars in the near future for watershed municipalities to detail Category 2 programs and services.
  - GRCA staff are also working on developing a draft template for the Memorandum of Understanding for Category 2 Programs and Services.
  - GRCA staff will continue to work with neighboring Conservation Authorities (where possible) to help streamline the process of negotiations with shared participating municipalities on Category 2 Programs and Services.
- 4) Difficulties Reaching Transition Plan Milestones:
  - At this time, there have not been any difficulties identified in meeting transition plan milestones.

Once the Progress Report is approved, it will be circulated to all watershed municipalities and the Ministry of Environment, Conservation and Parks. The Progress Report will also be posted on GRCA's website for public access.

**Financial Implications:**

Not applicable.

**Other Department Considerations:**

Not applicable.

**Submitted by:**

Samantha Lawson  
Chief Administrative Officer

# Grand River Conservation Authority

**Report number:** GM-06-22-52

**Date:** June 24, 2022

**To:** Members of the Grand River Conservation Authority

**Subject:** Inventory of Programs and Services Update

---

## **Recommendation:**

THAT the update to the Grand River Conservation Authority's Inventory of Programs and Services be approved, circulated to all participating Grand River watershed municipalities, posted on the GRCA website, and submitted to the Ministry of Environment, Conservation and Parks in accordance with Ontario Regulation 687/21.

## **Summary:**

Not applicable.

## **Report:**

As a requirement under *Ontario Regulation 687/21*, the Grand River Conservation Authority (GRCA) developed an Inventory of Programs and Services based on the three categories identified in the Regulation. These categories include (1) Mandatory, (2) Municipally requested, and (3) Other (Authority determines are advisable).

In February 2022, the initial Inventory of Programs and Services was presented to the Board and circulated to all participating municipalities. To date, we have not received any comments or concerns on the initial Inventory.

On May 2, 2022, the Ministry of Environment, Conservation and Parks (MECP) hosted a workshop to provide feedback on all Conservation Authorities Inventories of Programs and Services. During this session, it was identified that any existing Memorandums of Understanding and/or Agreements should be identified in the Inventory. As such, Chart C (ii) Programs and Services Inventory Listing- Category 2- Information Requirements has been added to the Inventory of Programs and Services package. A copy of this new chart is attached to the report.

Once the revised Inventory of Programs and Services is approved, it will be circulated to all participating municipalities and the Ministry of Environment, Conservation and Parks. The revised inventory will also be posted on GRCA's website for public access.

## **Financial Implications:**

Not applicable.

## **Other Department Considerations:**

Not applicable.

## **Submitted by:**

Samantha Lawson  
Chief Administrative Officer

CHART C (ii)

**Programs & Services Inventory Listing - Category 2 - Information Requirements**

GRAND RIVER CONSERVATION AUTHORITY

*Extract:*

*Ontario Regulations 687/21 - Transition Plans and Agreements for Programs and Services Under Section 21.1.2 of the Act  
Section 6 Subsection 5 requirements*

For each Category 2 program or service listed in the inventory under clause (2) (a), the authority shall include the following information:

1. The name of the municipality on behalf of which the program or service is provided.
2. The date on which the authority and the municipality entered into a memorandum of understanding or another agreement with respect to the provision of the program or service.

Department	Type of Agreement	Municipality	Date Signed
<b>Resource Planning, Natural Heritage and Engineering</b>			
Plan Review Services	MOA	County of Brant	February 10, 1999
Plan Review Services	MOU	City of Brantford	July 24, 2017
Plan Review Services	MOA	City of Guelph	April 1, 1997
Plan Review Services	MOU	Haldimand County	September 10, 2019
Plan Review Services	MOU	Region of Halton	July 16, 2018
Plan Review Services	MOU	Norfolk County	October 5, 2016
Plan Review Services	MOU	Region of Waterloo	September 10, 2019
Plan Review Services	MOU	Township of Southgate	July 1, 2017
Plan Review Services	MOU	Wellington County	November 1, 2017
<b>Conservation Services-Rural Water Quality Program (RWQP)</b>			
Rural Water Quality Program	Agreement	County of Brant	June 25, 2019
Rural Water Quality Program	Agreement	Region of Waterloo	November 25, 2020
Rural Water Quality Program	Agreement	County of Dufferin	December 14, 2017
Rural Water Quality Program	Agreement	County of Wellington	June 14, 2017
Rural Water Quality Program	Council Approval	Haldimand County	February 16, 2021
Living Snow Fence	MOU	County of Dufferin	April 20, 2016
<b>Resource Planning - Natural Heritage Management</b>			
ESA Habitat Compensation Agreement - Birkett Lane & Brant Park	Natural Heritage Habitat Agreement	City of Brantford	October 30, 2017



NICOLE CARDOW  
DEPUTY CLERK  
T 519.837.2600 x 2524  
F 519.837.1909  
E nicoleca@wellington.ca

74 WOOLWICH STREET  
GUELPH, ONTARIO  
N1H 3T9

July 4, 2022

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  
Courtenay Hoytfox, Township of Puslinch

[aknight@get.on.ca](mailto:aknight@get.on.ca)  
[Lisa.campion@erin.ca](mailto:Lisa.campion@erin.ca)  
[kokane@centrewellington.ca](mailto:kokane@centrewellington.ca)  
[LWheeler@mapleton.ca](mailto:LWheeler@mapleton.ca)  
[annilene@town.minto.on.ca](mailto:annilene@town.minto.on.ca)  
[kwallace@wellington-north.com](mailto:kwallace@wellington-north.com)  
[choytfox@puslinch.ca](mailto:choytfox@puslinch.ca)

Good afternoon,

At its meeting held June 30, 2022 Wellington County Council approved the following recommendations from the Planning Committee:

**“That the report County Official Plan Review – Public Consultation and Engagement Overview # 2 be received for information; and**

**That the County Clerk circulate the report to member municipalities for information.”**

and

**“That the report County Official Plan Review – Progress Report #6 be received for information; and**

**That the County Clerk forward the report to Member Municipalities.”**

Enclosed is the County Official Plan Review – Progress Report #6, and County Official Plan Review – Public Consultation and Engagement Overview #6.

Should you have any questions, please contact Sarah Wilhelm, Manager of Policy Planning at [sarahw@wellington.ca](mailto:sarahw@wellington.ca).

Sincerely,

Nicole Cardow  
Deputy Clerk



# COUNTY OF WELLINGTON

## COMMITTEE REPORT

**To:** Chair and Members of the Planning Committee  
**From:** Sarah Wilhelm, Manager of Policy Planning  
**Date:** Thursday, June 09, 2022  
**Subject:** County Official Plan Review – Progress Report #6



PLANWELL

### 1.0 Purpose

This progress report for the County Official Plan Review covers the period from January to May 2022.

### 2.0 Key Updates

- As part of the Municipal Comprehensive Review, the County's Draft Phase 2 Land Needs Assessment (LNA) was released to the public and circulated for comment on April 5, 2022. Comments are being reviewed by the County and consultants, Watson & Associates.
- The Province has completed its review of the LNA and has reached out to staff to schedule a meeting. The County also requires a decision from the Province on our May 2021 request for an alternative intensification target of 15% before we can finalize the LNA.
- Once the LNA is finalized, the next phase of the Municipal Comprehensive Review will consider appropriate locations for future residential, commercial and industrial lands within settlement areas and where needed, through settlement area boundary expansions. This work will be carried out collaboratively with each applicable Member Municipality.
- The County will initiate a Phase 3 Settlement Area and Boundary Expansion Review based on a detailed analysis and evaluation framework which will meet the policies of the Provincial Policy Statement, Provincial Growth Plan, Provincial Greenbelt Plan and County Official Plan.
- Public engagement activities to date in 2022 have been focused on statutory meetings for Official Plan Amendment 119 (County Growth Structure).
- Recent municipal consultation has included attendance at Member Municipality Council meetings on request (May 4, 2022 Township of Puslinch Council meeting and May 9, 2022 Township of Wellington North Council Meeting) and additional meetings with municipal staff as needed.
- The following County Planning Committee Reports have been brought forward to Council since the last progress report:

PD2022-01	County Official Plan Review – OPA 119 Statutory Public Consultation	January 2022
PD2022-02	County Official Plan Review – Progress Report #5	January 2022
PD2022-07	County Official Plan Review – Growth Forecasts and Allocations	March 2022
PD2022-11	County Official Plan Review – Draft Land Needs Assessment	April 2022
PD2022-14	County Official Plan Review – OPA 119 Recommendation Report	May 2022



### 3.0 Work Plan

The current work plan for the growth management component of the municipal comprehensive review (MCR) is as follows.

	PHASE 1 Urban Structure and Growth Analysis	PHASE 2 Land Needs Assessment	PHASE 3 Settlement Area and Boundary Expansion Review
TECHNICAL WORK	<b>Key Topics</b>	Residential intensification Housing analysis Employment area conversions Urban community land needs	Future Development re-designations Excess lands <b>NEW!</b> Potential urban expansion areas for community and employment area lands
	<b>Technical Reports</b>	Draft Phase 2 Land Needs Assessment Report (March 31, 2022) <b>NEW!</b>	Pending
	<b>Public Consultation</b>	Virtual Public Information Centre (December 13, 2021) Comments on Draft Report Under Consideration <b>NEW!</b>	Pending
IMPLEMENTATION	<b>Implementing Official Plan Amendments (OPAs)</b>	Pending	Pending
	<b>Statutory Consultation</b>	Pending	Pending
	<b>Implementing Official Plan Amendments (OPAs)</b>	1. OPA #119 – County Growth Forecasts and Allocations <b>Adopted</b>	
	<b>Statutory Consultation</b>	2. Pending OPA ___ – Growth Forecasts and Allocations Pending	
	<b>Implementing Official Plan Amendments (OPAs)</b>	Public Open House (January 10, 2022) <b>Complete</b>	

#### **4.0 Agricultural Policy and Mapping Review**

The County has retained Planscape consultants to assist with the agricultural policy and mapping review. To date, the County and Planscape have had a pre-consultation with Provincial staff and a meeting with the agricultural stakeholder group. The project is in the background review and data collection stage.

#### **5.0 Recommendations**

That the report “County Official Plan Review – Progress Report #6” be received for information; and

That the County Clerk forward the report to Member Municipalities.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Sarah Wilhelm', with a long horizontal flourish extending to the right.

Sarah Wilhelm, MCIP, RPP  
Manager of Policy Planning



# COUNTY OF WELLINGTON

## COMMITTEE REPORT



PLANWELL

**To:** Chair and Members of the Planning Committee  
**From:** Jameson Pickard, Senior Policy Planner  
 Sarah Wilhelm, Manager of Policy Planning  
**Date:** Thursday, June 09, 2022  
**Subject:** **County Official Plan Review – Public Consultation and Engagement Overview #2**

### 1.0 Purpose

This report provides Council with an update about additional public comments on the Official Plan Review since we first reported on the topic in September 2021 ([PD2021-21](#)). This report also provides some updates on progress made under some of the areas of interest identified through the comments.

Staff notes that this report does not address submissions that the County has received on the Phase 2 Land Needs Assessment report or Official Plan Amendment No. 119. Comments received related to these matters have been or will be summarized in separate committee reports.

### 2.0 Background

Since the launch of the Official Plan Review project, Planning Staff have received comments and inquiries from local residents, developers and stakeholders.

The following sections of this report provide more detail regarding the comments we have received and summarizes and responds to some of the major themes that have emerged from the feedback.

Staff have also prepared comment summary tables in Appendix A. Complete comments are available in the project file.

### 3.0 Public Feedback

Planning Staff have been collecting and responding to public and stakeholder feedback since the Official Plan Review project was initiated in September 2019. Through these discussions there have been some common areas of interest that have emerged and continue to be on the minds of the public, which are summarized below. We note that interest continues to be high in the same areas reported on previously.

#### 3.1 Secondary Agricultural Area Severances

We continue to receive inquiries about revising the Secondary Agricultural consent policies so that they would allow for consideration of an additional severance on properties that have had a severance past March 1<sup>st</sup>, 2005. While we are reviewing this matter, no decisions have been made at this time.

### **3.2 Future Development Re-designation**

The County has received several inquiries about when and how it will consider the re-designation of land designated Future Development (FD). County Staff and our consultants (Watson & Associates) have completed a detailed inventory of FD lands in the County. Section 2.4.7 of the draft Land Needs Assessment report provides more details about the total amount of FD lands in the County and where it is located. Through Phase 3 and in consultation with Member Municipalities and the public, the County will identify appropriate FD lands for re-designation and identify excess lands in accordance with the Growth Plan.

### **3.3 Urban Centre Expansions**

County staff continue to receive requests to expand urban centres in Wellington County and has received inquiries about expanding the urban centres of Aberfoyle, Arthur, Dratyon, Elora/Salem, Fergus, Harriston, Moorefield, Morriston, Mount Forest and Rockwood. The County is required by Provincial policy to ensure there is a suitable amount of designated land available in our Member Municipalities to accommodate forecasted growth.

At this time, Watson & Associates has completed a draft of the Land Needs Assessment (LNA) as part of Phase 2 of the County's growth management work. While this report is still under review, the draft results indicate that the urban centres in Centre Wellington, Erin, Mapleton and Minto require additional community area and/or employment area lands (or both) to accommodate forecasted growth to 2051.

County staff are currently in the detailed planning stages of Phase 3 of the Municipal Comprehensive Review (MCR). Through this phase the County, in consultation with Member Municipalities, will evaluate and recommend directions for settlement area boundary expansions, as well as other re-designation requests.

### **3.4 Employment Area Conversions**

The County continues to receive inquiries about the employment area conversion process. We note that the window for submitting urban employment area conversion requests closed in 2021. Planning Staff have provided a detailed review of the submissions received in Planning Report [PD2022-11](#).

## **4.0 Future Engagement**

As the Official Plan Review progresses, the County will be scheduling additional public consultations to gather more feedback as it relates to the various components of work underway. We note that the Official Plan Review project webpage and the digital mailing list is the best source of information for additional opportunities for the public and stakeholders to engage in the Official Plan Review.

## Recommendations

That the report “County Official Plan Review – Public Consultation and Engagement Overview # 2” be received for information; and

That the County Clerk circulate the report to member municipalities for information.

Respectfully submitted,



Jameson Pickard, B.URPL, MCIP, RPP  
Senior Policy Planner



Sarah Wilhelm, MCIP, RPP  
Manager of Policy Planning

Appendix A      Public Comment Summary

# **Appendix A**

## **Public Comment Summary**

**Table 1A COUNTY-WIDE Public Comments**

ID#	Comment Summary	Staff Response
Weston Consulting August 27, 2021  035	<ul style="list-style-type: none"> <li>Comments submitted were seeking clarification about the County’s MCR process and if settlement area boundary expansion requests were still being accepted.</li> </ul>	Staff provided a response advising that settlement area boundary expansions would be considered through Phase 3 of the Official Plan Review.
Urban Metrics Inc. December 29, 2021  086	<ul style="list-style-type: none"> <li>Comments submitted were seeking clarification about the timing of the County’s Land Need Assessment analysis and its release.</li> </ul>	Staff provided a response advising the anticipated timing of the Land Needs Assessment results.
JL Cox Planning Consultants Inc. January 28, 2022  092	<ul style="list-style-type: none"> <li>Comments submitted were seeking an update about the timing of the County’s review of the Provincial Agricultural System Mapping and an implementing official plan amendment to the County Official Plan. Concerns were raised about the impact of a future official plan amendment on pending consent applications.</li> </ul>	Staff provided a response advising that the timing of an Official Plan amendment to implement the Agricultural System mapping is not known at this time. Staff advised that they are unaware of any interest of the Province to impose the Provincial Agricultural System Mapping in advance of the County’s refinement of it. Staff also noted that potential Greenbelt area expansions, proposed by the Province, may impact implementation of the Agricultural System Mapping.
KLM Planning Partners Inc. March 30, 2022  096	<ul style="list-style-type: none"> <li>Comments submitted were seeking an update on the status of various components of work being completed through the Municipal Comprehensive Review, including the growth management technical work, implementing official plan amendments and settlement area boundary expansions.</li> </ul>	Staff provided a response with an update on the status of the various components of work being completed.

**Table 2A CENTRE WELLINGTON Public Comments**

ID#	Comment Summary	Staff Response
Seaton Group March 17, 2022  010	<ul style="list-style-type: none"> <li>Comments reiterate interest in expanding the settlement area of Fergus to include the property at 795 Anderson St N, or to develop their rural lands for Country Residential purposes.</li> </ul>	The proposal for this site has been filed as a Settlement Area Boundary Expansion request, which will be considered as part of the Phase 3 technical work. Staff advised that new Country Residential development is not permitted by the County Official Plan.
Two members of the Public  032	<ul style="list-style-type: none"> <li>The County continues to receive submissions regarding the need to protect and conserve cultural heritage resources in Elora/Salem and Fergus. These comments encourage the County to better address cultural heritage protection in our technical background work and Official Plan in accordance with applicable Provincial legislation.</li> </ul>	These comments have been considered through the preparation of the County' technical background work (Growth Forecasts and Land Needs Assessment). Please refer to report PD2021-21 for additional details of the comments and responses provided.
JL Cox Planning Consultants Inc. August 30,2021  074	<ul style="list-style-type: none"> <li>Request to have industrially designated lands at 6430 Beatty Line N converted to a mixed use designation in the settlement area of Fergus.</li> </ul>	Staff acknowledged receipt of this request. The Phase 2 draft Land Needs Assessment considers this request and provides a review and recommendation on how to proceed. Planning report PD2022-11 also provides more details about Employment Area conversion request that the County received and their impacts on the draft Land Need Assessment.
Polocorp Inc. March 31, 2022  075	<ul style="list-style-type: none"> <li>These comments build on previous comments submitted requesting an expansion to the urban centre of Fergus to include the property at 968 St. David Street N. Comments also seek clarification regarding aspects of the technical work being completed through the MCR.</li> </ul>	The proposal for this site has been filed as a Settlement Area Boundary Expansion request, which will be considered as part of the Phase 3 technical work.
Fryett Turner Architects Inc. August 30,2021  077	<ul style="list-style-type: none"> <li>Request to have industrially designated land at 22 Park Street converted to a Highway Commercial designation in the settlement area of Elora/Salem.</li> </ul>	Staff acknowledged receipt of this request. The Phase 2 draft Land Needs Assessment considers this request and provides a review and recommendation on how to proceed. Planning report PD2022-11 also provides more details about Employment Area conversion request that the County received and their impacts on the draft Land Need Assessment.



BSRD Limited August 31, 2021  078	<ul style="list-style-type: none"> <li>Request to expand the settlement area of Elora/Salem and Fergus to include the properties at 6574 Gerrie Road and 6470 Beatty Line N.</li> </ul>	Proposals for these sites have been filed as Settlement Area Boundary Expansion requests, which will be considered as part of the Phase 3 technical work.
MHBC November 1, 2021  081	<ul style="list-style-type: none"> <li>Request to expand the settlement area of Elora/Salem to include the property at 7581 Sideroad 15.</li> </ul>	The proposal for this site has been filed as a Settlement Area Boundary Expansion request, which will be considered as part of the Phase 3 technical work.
Cuesta Planning Consultants Inc. January 21, 2022  089	<ul style="list-style-type: none"> <li>Request to expand the settlement area of Fergus to include the property at 965 Gartshore St.</li> </ul>	The proposal for this site has been filed as a Settlement Area Boundary Expansion request, which will be considered as part of the Phase 3 technical work.
Public January 21, 2022  090	<ul style="list-style-type: none"> <li>Request to expand the settlement area of Fergus to include the property at 965 Gartshore St.</li> </ul>	The proposal for this site has been filed as a Settlement Area Boundary Expansion request, which will be considered as part of the Phase 3 technical work.
Gatto Homes Inc. April 7, 2022 098	<ul style="list-style-type: none"> <li>Request to expand the settlement area of Fergus to include the property at 851 Wellington Road 18.</li> </ul>	The proposal for this site has been filed as a Settlement Area Boundary Expansion request, which will be considered as part of the Phase 3 technical work.

**Table 3** ERIN Public Comments

ID#	Comment Summary	Staff Response
Public May 10, 2022  028	<ul style="list-style-type: none"> <li>These comments build on previous comments requesting to expand the Hamlet of Ospringle to include the property at 5475 Second line. New comments seek clarification about the County's Official Plan Review process and if any other formal submissions requirements are necessary to support expansion requests.</li> </ul>	The proposal for this site has been filed as a Settlement Area Boundary Expansion request, which will be considered as part of the Phase 3 technical work.

**Table 4** GUELPH/ERAMOSIA Public Comments

ID#	Comment Summary	Staff Response
GWD Limited May 17, 2021  041	<ul style="list-style-type: none"> <li>Comments build on previous submissions requesting to expand the settlement area of Rockwood to include the property at 8531 Highway 7. New comments provide additional rationale for the expansion request.</li> </ul>	The proposal for this site has been filed as a Settlement Area Boundary Expansion request, which will be considered as part of the Phase 3 technical work.
Public July 19, 2021  067	<ul style="list-style-type: none"> <li>Request to be added to the Official Plan Review digital mailing list. Comments expressed interest in having property in Guelph/Eramosa rezoned.</li> </ul>	Staff added this person to the digital mailing list and made note of their rezoning request.
Public October 25, 2021  080	<ul style="list-style-type: none"> <li>Request to have Prime Agricultural lands in Guelph/Eramosa re-designated to Highway Commercial.</li> </ul>	Staff acknowledged receipt of request. This requests will be considered as part of the Phase 3 technical work.
Weston Consulting December 3, 2021  083	<ul style="list-style-type: none"> <li>Request to expand the Rural Employment Area in Guelph/Eramosa to include the property at 4952 7<sup>th</sup> line.</li> </ul>	The proposal for this site has been filed as a Rural Employment Area request, which will be considered as part of the Phase 3 technical work.
Keller Williams Edge Realty January 6, 2022  087	<ul style="list-style-type: none"> <li>Request to expand the Urban Centre of Rockwood to include the property located at 5149 Wellington Road 27.</li> </ul>	The proposal for this site has been filed as a Settlement Area Boundary Expansion request, which will be considered as part of the Phase 3 technical work.

**Table 5** Minto **Public Comments**

ID#	Comment Summary	Staff Response
Patterson Planning Consultants Inc. September 1, 2021  076	<ul style="list-style-type: none"> <li>Request to re-designate portions of industrial land located at 5924 Wellington Road 123 in Palmerston to a Highway Commercial Official Plan designation.</li> </ul>	Staff responded to request advising that the deadline for Employment Area Conversion requests had passed and that the request did not meet our submission requirements. The lands subject to this request were recently designated industrial through a Town initiated amendment.
Landscout Investments November 21, 2021  082	<ul style="list-style-type: none"> <li>Request to expand the settlement area of Clifford to add additional lands to a parcel at 41 Park Street.</li> </ul>	The proposal for this site has been filed as a Settlement Area Boundary Expansion request, which will be considered as part of the Phase 3 technical work.

**Table 6** Puslinch **Public Comments**

ID#	Comment Summary	Staff Response
Public December 20, 2021  084	<ul style="list-style-type: none"> <li>Comments submitted were related to the Secondary Agricultural residential severance policy. Particularly, if the Official Plan Review will result in a change to the March 1st, 2005 date to allow an additional residential severance off properties that have been severed past this date.</li> </ul>	Staff responded advising that this matter is currently under review and a decision on a change to the secondary agricultural severance policies has not been made at this time.
Public April 4, 2022  097	<ul style="list-style-type: none"> <li>Inquiry was related to the Secondary Agricultural residential severance policy. Particularly, regarding the implementation of the Provincial Agricultural System mapping in to the County Official Plan.</li> </ul>	Staff responded advising that the Agricultural System Mapping will be reviewed through the on-going Official Plan Review. The mapping will be implemented through a future official plan amendment.

**Table 4 WELLINGTON NORTH Public Comments**

ID#	Comment Summary	Staff Response
Public March 22, 2022  034	<ul style="list-style-type: none"> <li>Request to have property in Arthur located at PT PARK LOT 1 PARK LOT 2 N/S; MACAULEY ST considered for a severance through the Municipal Comprehensive Review Process. The lands are currently designated Future Development in the County Official Plan. Comments build on previous submissions and seek details about the status of the County's Official Plan Review.</li> </ul>	The proposal for this site has been filed as a Future Development re-designation request, which will be considered as part of the Phase 3 technical work.
Public August 4, 2021  073	<ul style="list-style-type: none"> <li>Request to have lands located at 15 Wells Street E in Arthur re-designated from a Future Development to a Highway Commercial Official Plan designation.</li> </ul>	The proposal for this site has been filed as a Future Development re-designation request, which will be considered as part of the Phase 3 technical work.
BSRD Limited August 31, 2021  078	<ul style="list-style-type: none"> <li>Request to have lands at the South end of Schmidt Drive in Arthur re-designated from a Future Development to a Residential Official Plan designation.</li> </ul>	The proposal for this site has been filed as a Future Development re-designation request, which will be considered as part of the Phase 3 technical work.
Trenwith Investments December 21, 2021  085	<ul style="list-style-type: none"> <li>Request to have lands located at 590 Queen Street W in Mount Forest re-designated from Highway Commercial to a Residential Official Plan Designation.</li> </ul>	The proposal for this site has been filed as a re-designation request, which will be considered as part of the Phase 3 technical work.
Swift Lending Solutions February 2, 2022  091	<ul style="list-style-type: none"> <li>Request to have lands located at 665 Eliza Street in Arthur re-designated from Future Development to a Residential Official Plan Designation.</li> </ul>	The proposal for this site has been filed as a Future Development re-designation request, which will be considered as part of the Phase 3 technical work.

<p>Public February 4, 2022</p> <p>093</p>	<ul style="list-style-type: none"> <li>Request to have lands located at 650 Queen Street in Mount Forest re-designated from Future Development to a Residential Official Plan Designation.</li> </ul>	<p>The proposal for this site has been filed as a Future Development re-designation request, which will be considered as part of the Phase 3 technical work.</p>
<p>Public March 9, 2022</p> <p>095</p>	<ul style="list-style-type: none"> <li>Request to have lands located at PT PARK LOT 1 PARK LOT 2 N/S; MACAULEY ST in Arthur re-designated from Future Development to a Residential Official Plan Designation.</li> </ul>	<p>The proposal for this site has been filed as a Future Development re-designation request, which will be considered as part of the Phase 3 technical work.</p>
<p>SCS consulting Group Ltd. April 22, 2022</p> <p>099</p>	<ul style="list-style-type: none"> <li>Request to have lands located at 665 Eliza Street in Arthur re-designated from Future Development to a Residential Official Plan Designation.</li> </ul>	<p>The proposal for this site has been filed as a Future Development re-designation request, which will be considered as part of the Phase 3 technical work.</p>

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

**BY-LAW NUMBER 079-22**

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF A TRANSFER PAYMENT AGREEMENT BETWEEN HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF INFRASTRUCTURE AND THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH. (Investing in Canada Infrastructure Program (ICIP): Mount Forest Standpipe in the Township of Wellington North GREEN STREAM )**

**WHEREAS** it is deemed necessary to enter into an agreement with Her Majesty the Queen in Right of Ontario the Minister of Infrastructure with respect to the Investing in Canada Infrastructure Program (ICIP): Mount Forest Standpipe in the Township of Wellington North GREEN STREAM

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

1. That the Corporation of the Township of Wellington North enter into an agreement with Her Majesty the Queen in Right of Ontario, as represented by the Minister of Infrastructure with respect to the Investing in Canada Infrastructure Program (ICIP): Mount Forest Standpipe in the Township of Wellington North GREEN STREAM in substantially the same form as the agreement attached hereto as Schedule "A".
2. That the Mayor and the Clerk of the Corporation of the Township of Wellington North are hereby authorized and directed to execute the agreement and all other documentation required.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
THIS 12TH DAY OF JULY, 2022.**

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**ANDREW LENNOX, MAYOR**

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**KARREN WALLACE, CLERK**

**TRANSFER PAYMENT AGREEMENT  
FOR THE INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):  
GREEN STREAM**

**THIS TRANSFER PAYMENT AGREEMENT** for an Investing in Canada Infrastructure Program (ICIP): Green Stream Project (the “**Agreement**”) is effective as of the Effective Date.

**B E T W E E N:**

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

(“**Ontario**” or the “**Province**”)

- and -

**TOWNSHIP OF WELLINGTON NORTH**

(**CRA#873073530**)

(the “**Recipient**”)

**BACKGROUND**

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

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

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

Under the Bilateral Agreement, Canada agrees, amongst other things, to provide contribution funding to the Province under the green infrastructure funding stream of ICIP. This stream supports greenhouse gas emission (GHG) reductions, enables greater adaptation and resilience to the impacts of climate change and climate related disaster mitigation, and ensures that more communities can provide clean air and safe drinking water for their citizens.

Also, under the Bilateral Agreement, Ontario agrees to identify projects and be responsible for

the transfer of ICIP and provincial funds to eligible recipients pursuant to transfer payment agreements.

The Recipient has applied to the Province for ICIP funds to assist the Recipient in carrying out a green stream project.

The Province has submitted to Canada for approval and the Province and Canada have approved, in accordance with the terms and conditions set out in the Bilateral Agreement, the Project as set out in Schedule "C".

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

## CONSIDERATION

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

### 1.0 ENTIRE AGREEMENT

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

Schedule "A" - General Terms and Conditions

Schedule "B" - Specific Information

Schedule "C" - Project Description, Financial Information, Timelines and Project Standards

Schedule "D" - Reports

Schedule "E" - Eligible Expenditures and Ineligible Expenditures

Schedule "F" - Evaluation

Schedule "G" - Communications Protocol

Schedule "H" - Disposal of Assets

Schedule "I" - Aboriginal Consultation Protocol

Schedule "J" - Requests for Payment and Payment Procedures

Schedule "K" - Committee

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



## 2.0 CONFLICT OR INCONSISTENCY

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

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

## 3.0 EXECUTION, DELIVERY AND COUNTERPARTS

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

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

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

#### 4.0 AMENDING THE AGREEMENT AND AGREEMENT REVIEW

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

#### 5.0 ACKNOWLEDGEMENT

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

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

## 6.0 CANADA'S RIGHTS AND INFORMATION SHARING WITH CANADA

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

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

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

**[SIGNATURE PAGE FOLLOWS]**

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
p.p. Adam Redish, Assistant Deputy Minister  
The Honourable Kinga Surma  
Minister of Infrastructure

AFFIX  
CORPORATE  
SEAL

**TOWNSHIP OF WELLINGTON NORTH**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

I have authority to bind the Recipient.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

I have authority to bind the Recipient.

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

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

**A.1.0 INTERPRETATION AND DEFINITIONS**

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

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

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

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

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

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

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

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

**“Bilateral Agreement”** means the Canada-Ontario Integrated Bilateral Agreement for

the Investing in Canada Infrastructure Program entered into between Canada and Her Majesty the Queen in right of Ontario, effective as of March 26, 2018, as amended.

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

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

**“Canada’s Maximum Contribution”** means the maximum contribution from Canada as set out in Schedule “C”.

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

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

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

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

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

**“Environmental Laws”** means all applicable governmental, regulations, by-laws, orders, rules, policies, or guidelines respecting the protection of the natural environment or the public, and the manufacture, importation, handling, transportation, storage, disposal, and treatment of environmental contaminants and includes, without limitation, the *Environmental Protection Act* (Ontario), *Environmental Assessment Act* (Ontario), *Ontario Water Resources Act* (Ontario), *Canadian Environmental Protection Act, 1999* (Canada), *Canadian Environmental Assessment Act, 2012* (Canada), *Fisheries Act* (Canada), the *Impact Assessment Act* (Canada), and the *Canadian Navigable Waters Act* (Canada).

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

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

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

**“Federal Approval Date”** means the date on which Canada has approved the Project identified in Schedule “C” (Project Description, Financial Information, Timelines, and Project Standards).

**“Funding Year”** means:

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

**“Funds”** means the money the Province provides to the Recipient pursuant to the Agreement, and in any event, will not exceed the Maximum Funds.

**“Holdback”** means the Holdback described in and to be paid in accordance with section A.4.12 (Retention of Contribution) and Article J.7.0 (Holdback).

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

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

**“Ineligible Expenditures”** means the costs that are ineligible for payment under the terms and conditions of the Agreement, and that are described in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

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

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

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

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

**“Ontario’s Maximum Contribution”** means the maximum contribution from Ontario as set out in Schedule “C”.

**“Parties”** means the Province and the Recipient.

**“Party”** means either the Province or the Recipient.

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

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

**“Project”** means the undertaking described in Schedule “C” (Project Description, Financial Information, Timelines, and Project Standards).

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

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

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

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

**“Substantial Completion”** or **“Substantially Completed”** means that the Project can be used for the purpose for which it was intended and, in any event, no later than



October 31, 2026.

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

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

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

**“Transfer Payment Ontario”** means the Province’s enterprise system for managing time-limited and ongoing transfer payment activities.

## **A.2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS**

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

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

<b>Environmental Quality Outcomes:</b>
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Increased access to potable water
-----------------------------------

- (f) if the Project meets an environmental quality outcome, once complete it will, depending on the nature of the Project:

- (i) result in wastewater effluent that meets the Wastewater Systems Effluent Regulations or provincial regulations where there is a federal equivalency agreement in place, where applicable; or
  - (ii) result in drinking water quality that meets or exceeds provincial standards, where applicable.
- (g) any Funds received have not displaced, and will continue to not displace, the Recipient's own funding and spending on public transit.

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

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

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

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

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

### **A.3.0 TERM OF THE AGREEMENT AND SUBSTANTIAL COMPLETION**

- A.3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiration Date, unless terminated earlier pursuant to Article A.11.0 (Termination on Notice) or Article A.12.0 (Event of Default, Corrective Action, and Termination for Default).
- A.3.2 **Substantial Completion.** The Recipient will ensure that the Project is Substantially Completed on or before October 31, 2026.

### **A.4.0 FUNDS AND CARRYING OUT THE PROJECT**

- A.4.1 **Funds Provided.** The Province will:
- (a) provide the Recipient funding up to the Maximum Funds for the sole purpose of carrying out the Project;
  - (b) provide the Funds to the Recipient in accordance with the request for payment and payment procedures provided for in Schedule “J” (Requests for Payment and Payment Procedures); and
  - (c) deposit the Funds into an account the Recipient designates, provided that the account:
    - (i) is at a branch of a Canadian financial institution in Ontario; and
    - (ii) is solely in the name of the Recipient.
- A.4.2 **Limitation on Payment of Funds.** Despite section A.4.1 (Funds Provided):
- (a) in addition to any other limitation under the Agreement on the payment of Funds, the Province is not obligated to provide:
    - (i) any Funds to the Recipient until the Recipient fulfils the special conditions listed in section A.31.1 (Special Conditions); and
    - (ii) any Funds to the Recipient until the Province and Canada are satisfied with the progress of the Project;
  - (b) the Province, at its sole discretion, may adjust the amount of Funds it provides to the Recipient based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A.7.2 (Preparation and Submission); and
  - (c) any payment of Funds is subject to:

- (i) the requirements of the *Financial Administration Act* (Ontario), including the availability of an appropriation by the Ontario Legislature that is sufficient and constitutes lawful authority for the payment;
- (ii) ministerial funding levels in respect of transfer payments, the program under which the Agreement was made, or otherwise that are sufficient for the payment; and
- (iii) Canada's payment of funds to the Province, pursuant to the Bilateral Agreement, that are sufficient for the payment.

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

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

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

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

- A.4.5 **Interest.** If the Recipient earns any Interest on the Funds, the Province may do either or both of the following:
- (a) deduct an amount equal to the Interest Earned from the remaining Funds, if any;
  - (b) demand from the Recipient the payment of an amount equal to the Interest Earned.
- A.4.6 **Maximum Funds and Recovery of Excesses.** The Recipient acknowledges that:
- (a) the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds;
  - (b) if Canada's total contribution from all federal sources in respect of the Project exceeds 40 percent of Total Eligible Expenditures, the Province may demand the return of the excess from the Recipient and the Recipient shall return the excess forthwith or the Province may reduce the remaining Funds under the Agreement by an amount equal to the excess;
  - (c) if the Total Financial Assistance received in respect of the Project exceeds one hundred percent (100%) of Total Eligible Expenditures, the Province, at its sole discretion, may, up to the Maximum Funds, demand the return of the excess from the Recipient and the Recipient shall return the excess forthwith or the Province may reduce the remaining Funds under the Agreement by an amount equal to the excess.
- A.4.7 **Disclosure of Other Financial Assistance.** The Recipient will inform the Province promptly of any financial assistance received in respect of the Project.
- A.4.8 **Rebates, Credits, and Refunds.** The Province will, in respect of the Project, calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.
- A.4.9 **Recipient's Acknowledgement of Responsibility for Project.** The Recipient will, in respect of the Project, assume full responsibility for the Project, including, without limitation:
- (a) complete, diligent, and timely Project implementation within the costs and timelines specified in the Agreement and in accordance with all other terms and conditions of the Agreement;
  - (b) all of the costs of the Project, including, without limitation, unapproved expenditures, Ineligible Expenditures, and cost overruns, if any;
  - (c) subsequent operation, maintenance, repair, rehabilitation, construction,

demolition, or reconstruction, as required and in accordance with industry standards, and any related costs for the full lifecycle of the Project; and

(d) the engineering work being undertaken in accordance with industry standards.

**A.4.10 Increase in Project Costs.** If, at any time during the Term the Recipient determines that it will not be possible to complete the Project unless it expends amounts in excess of all funding available to it (a “**Shortfall**”), the Recipient will immediately notify the Province of that determination. If the Recipient so notifies the Province, it will, within 30 days of a request from the Province, provide a summary of the measures that it proposes to remedy the Shortfall. If the Province is not satisfied that the measures proposed will be adequate to remedy the Shortfall, then the Province may exercise one or more of the remedies available to it pursuant to section A.12.4 (Recipient Not Remediating).

**A.4.11 Recipient’s Request for Payment and Payment Procedures.** The Recipient agrees to submit its requests for payment in accordance with the payment procedures provided for in Schedule “J” (Requests for Payment and Payment Procedures).

**A.4.12 Retention of Contribution.** The Province will retain 10% of the Maximum Funds in respect of the Project (“**Holdback**”) up until the following conditions have been met:

- (a) the Recipient has fulfilled all of its obligations under the Agreement for the Project; and
- (b) the Province has carried out the reconciliation, as set out in section J.6.1 (Final Reconciliation and Adjustments), and has made any adjustments required in the circumstances.

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

**A.5.1 Acquisition.** The Recipient will ensure that all Contracts are awarded in way that is:

- (a) is fair, transparent, competitive, and consistent with value for money principles, or in a manner otherwise acceptable to the Province and Canada; and
- (b) if applicable, is in accordance with the Canadian Free Trade Agreement and international agreements.

**A.5.2 Non-Compliance with Acquisition Requirements.** If the Province or Canada determines that a Contract is awarded in a manner that is not in compliance with the requirements in section A.5.1 (Acquisition), upon giving Notice to the Recipient, the Province may consider the expenditures associated with the Contract to be an Ineligible Expenditure.

**A.5.3 Exemptions to Competitive Awarding.** The Province and Canada may consent to the provision of exemptions from competitive awarding of Contracts on a case-by-case basis, in their sole and absolute discretion, if the Recipient:

- (a) provides a written request indicating the business case rationale for the exemption, in advance of the Contract being awarded;
- (b) attests to:
  - (i) following value-for-money procurement processes for materials and sub-contracts; and
  - (ii) following its own policies and procedures.

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

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

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

## **A.6.0 CONFLICT OF INTEREST**

**A.6.1 Conflict of Interest Includes.** For the purposes of this Article A.6.0 (Conflict of Interest), a conflict of interest includes any circumstances where:

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

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

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

## **A.7.0 REPORTING, ACCOUNTING, AND REVIEW**

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

**A.7.2 Preparation and Submission.** The Recipient will:

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



requirements the Province may specify from time to time; and

- (b) ensure that all Reports and other reports are:
  - (i) completed to the satisfaction of the Province; and
  - (ii) signed by an authorized signing officer of the Recipient.

**A.7.3 Record Maintenance.** The Recipient will keep and maintain for a period of seven years after the Expiration Date:

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

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

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

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

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

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

- (a) ensuring that the Province has access to the records and documents wherever they are located;

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

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

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

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

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

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

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

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

## A.8.0 COMMUNICATIONS REQUIREMENTS

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

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

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

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

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

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

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

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

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

**A.9.4 Province's Election.** The Province or Canada, or both, may elect to participate in, or conduct the defence of, any Proceeding by providing Notice to the Recipient of such election, without prejudice to any other rights or remedies of the Province under the Agreement or of the Province or Canada under the Bilateral Agreement, at law or in equity. If the Province, Canada, or the Recipient, as applicable, participates in the defence, it will do so by actively participating with the other's counsel.

**A.9.5 Settlement Authority.** The Recipient will not enter into a settlement of any

Proceeding against any of the Indemnified Parties unless the Recipient has obtained from the Province or Canada, as applicable, prior written approval or a waiver of this requirement. If the Recipient is requested by the Province or Canada to participate in or conduct the defence of any Proceeding, the Province or Canada, as applicable, will cooperate with and assist the Recipient to the fullest extent possible in the Proceeding and any related settlement negotiations.

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

#### **A.10.0 INSURANCE**

**A.10.1 Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain at its own cost and expense for a period extending at least 90 Business Days beyond the Term, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than \$2,000,000.00 per occurrence, and including products and completed operations coverage with the endorsements identified below:

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

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

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

- (b) at the Province's request, the Recipient will provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement or both.

#### **A.11.0 TERMINATION ON NOTICE**

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

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

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

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

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

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

the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or

- (f) the Recipient ceases to operate.

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

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

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

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

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

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

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

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

#### **A.13.0 FUNDS UPON EXPIRY**

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

#### **A.14.0 DEBT DUE AND PAYMENT**

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

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

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

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

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

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

#### **A.15.0 NOTICE**

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



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

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

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

## **A.17.0 SEVERABILITY OF PROVISIONS**

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

## **A.18.0 WAIVER**

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

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

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

A.18.3 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article A.15.0 (Notice). Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

## **A.19.0 INDEPENDENT PARTIES**

A.19.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of either the Province or Canada, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

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

#### **A.20.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

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

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

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

#### **A.21.0 GOVERNING LAW**

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

#### **A.22.0 FURTHER ASSURANCES**

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

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

#### **A.23.0 JOINT AND SEVERAL LIABILITY**

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

#### **A.24.0 RIGHTS AND REMEDIES CUMULATIVE & JOINT AUTHORSHIP**

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

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

#### **A.25.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

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

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

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

#### **A.26.0 SURVIVAL**

A.26.1 **Survival.** Any rights and obligations of the Parties that, by their nature, extend beyond the termination of the Agreement will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement. Surviving provisions include, without limitation, the following Articles, sections and paragraphs,

and all applicable cross-referenced Articles, sections, paragraphs, schedules, and sub-schedules: Articles 1.0 (Entire Agreement), 2.0 (Conflict or Inconsistency), 5.1 (Acknowledgement from Recipient), 6.0 (Canada's Rights and Information Sharing with Canada), A.1.0 (Interpretation and Definitions) and any other applicable definitions, A.2.0 (Representations, Warranties, and Covenants), A. 4.1(c), A.4.2(c), sections A.4.4 (Interest-Bearing Account), A.4.5 (Interest), A.4.6 (Maximum Funds and Recovery of Excesses), A.4.8 (Rebates, Credits, and Refunds), A.4.9 (Recipient's Acknowledgement of Responsibility for Project), A.5.5 (Disposal of Assets), A.7.1 (Province and Canada Include), A.7.2 (Preparation and Submission) (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), A.7.3 (Record Maintenance), A.7.4 (Records Review), A.7.5 (Inspection and Removal), A.7.6 (Cooperation), A.7.7 (No Control of Records), A.7.8 (Auditor General (Ontario and Canada)), A.7.9 (Sharing of Audit Findings and Reports), A.7.10 (Evaluation), A.7.11 (Calculations), Articles A.8.0 (Communications Requirements), A.9.0 (Limitation of Liability and Indemnity), A.10.1 (for a period extending 90 Business Days beyond the Term), sections A.11.2 (Consequences of Termination on Notice by the Province), A.12.1 (Events of Default), paragraphs A.12.2(d), (e), (f), (g), (h) and (i), A.13.0 (Funds Upon Expiry), A.14.0 (Debt Due and Payment), A.15.0 (Notice), and A.17.0 (Severability of Provisions), section A.20.2 (Agreement Binding), and Articles A.21.0 (Governing Law), A.23.0 (Joint and Several Liability), A.24.0 (Rights and Remedies Cumulative & Joint Authorship), A.26.0 (Survival), A.27.0 (Environmental Requirements and Assessments), A.28.0 (Aboriginal Consultation), and A.31.0 (Special Conditions).

## **A.27.0 ENVIRONMENTAL REQUIREMENTS AND ASSESSMENTS**

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

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

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

## **A.28.0 ABORIGINAL CONSULTATION**

- A.28.1 **Aboriginal Consultation Protocol.** The Parties agree to be bound by the terms and conditions of the Aboriginal Consultation Protocol provided for in Schedule “I” (Aboriginal Consultation Protocol).
- A.28.2 **Legal Duty to Consult.** Until Canada and, if applicable, the Province are satisfied that any legal duty to consult and, where appropriate, to accommodate Aboriginal Communities, or any other federal consultation requirement, has been, and continues to be met:
- (a) no site preparation, removal of vegetation or construction will occur in respect of the Project; and
  - (b) despite section A.4.1, the Province has no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province and Canada; and, for the Project requiring consultation, Canada and, if applicable, the Province must be satisfied that:
    - (i) Aboriginal Communities have been notified and, if applicable, consulted;
    - (ii) where consultation has occurred, the Recipient has provided a summary of consultation or engagement activities, including a list of Aboriginal Communities consulted, concerns raised, and how each of the concerns have been addressed or, if not addressed, an explanation as to why not;
    - (iii) the Recipient is carrying out accommodation measures, where appropriate; and
    - (iv) any other information has been provided which Canada or the Province, or both, may deem appropriate.
- A.28.3 **Funding Conditional upon Meeting Aboriginal Consultation Obligations.** No Funds will be provided to the Recipient under the Agreement unless Canada and, if applicable in the opinion of the Province, the Province are satisfied that their respective obligations have been met in respect of the legal duty to consult and, if applicable, accommodate any Aboriginal Community.

## **A.29.0 COMMITTEE**

- A.29.1 **Establishment of Committee.** The Province may, at its sole discretion, require the establishment of a committee to oversee the Agreement (the “Committee”).
- A.29.2 **Notice of Establishment of Committee.** Upon Notice from the Province, the Parties

will hold an initial meeting to establish, in accordance with Schedule “K” (Committee), the Committee described in section A.29.1 (Establishment of Committee).

### **A.30.0 DISPUTE RESOLUTION**

- A.30.1 **Contentious Issues.** The Parties will keep each other informed of any issues that could be contentious.
- A.30.2 **Examination by the Committee and Parties.** If a contentious issue arises and a Committee has been established under section A.29.1 (Establishment of Committee), the Parties will refer the contentious issue that may arise to the Committee for examination. In the absence of a Committee, the Parties will examine the contentious issue.
- A.30.3 **Potential Dispute Resolution by Committee.** The Committee or the Parties, as the case may be, will attempt, reasonably and in good faith, to resolve disputes as soon as possible and, in any event, within, for the Committee, 30 days, or, for the Parties, 90 days of receiving Notice of a contentious issue.
- A.30.4 **Dispute Resolution by the Parties.** If the Committee cannot agree on a resolution, the matter will be referred to the Parties for resolution. The Parties will provide a decision within 60 Business Days of the Notice.
- A.30.5 **Alternative Mechanisms for Dispute Resolutions.** Where the Parties cannot agree on a resolution, the Parties may use any alternative dispute resolution mechanisms available to them to resolve the issue.
- A.30.6 **Suspension of Payments.** The Province may suspend any payments related to any contentious issue or dispute raised by either Party, together with the obligations related to such issue, pending resolution.

### **A.31.0 SPECIAL CONDITIONS**

- A.31.1 **Special Conditions.** The Province’s funding under the Agreement is conditional upon,
- (a) on or before the Effective Date, the Recipient having provided the Province with, to the Province’s satisfaction:
    - (i) any and all compliance attestations the Transfer Payment Ontario System if directed by the Province;
    - (ii) evidence that the Recipient is in compliance with all provincial and federal tax laws, if directed by the Province;

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

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

## **END OF GENERAL TERMS AND CONDITIONS**

### **[SCHEDULE "B" – SPECIFIC INFORMATION FOLLOWS]**

**SCHEDULE “B”  
SPECIFIC INFORMATION**

**B.1.0 EXPIRATION DATE**

B.1.1 **Expiration date.** The Expiration Date is March 31, 2028.

**B.2.0 MAXIMUM FUNDS**

B.2.1 **Maximum Funds.** Maximum Funds means the sum of Canada’s Maximum Contribution and Ontario’s Maximum Contribution.

**B.3.0 ADDRESSEES**

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

<b>Contact information for the purposes of Notice to the Province</b>	<p><b>Address:</b> Ministry of Infrastructure Infrastructure Program Delivery Branch 1 Stone Road West, 4NW Guelph, Ontario N1G 4Y2</p> <p>Attention: Manager, Infrastructure Renewal Programs</p> <p><b>Email:</b> ICIPGreen@ontario.ca</p>
<b>Contact information for the purposes of Notice to the Recipient</b>	<p><b>Address:</b> Township Of Wellington North 7490 Sideroad 7 Road West, Kenilworth, Ontario N0G2E0</p> <p><b>Attention:</b> Director of Operations</p> <p><b>Email:</b> maston@wellington-north.com</p>

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



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

**C.1.0 PROJECT DESCRIPTION**

This project is for the rehabilitation of the Mount Forest Standpipe in the Township of Wellington North. The work will include interior and exterior paint removal and re-coating.

**C.2.0 FINANCIAL INFORMATION**

**C.2.1 Total Eligible Expenditures.** Total Eligible Expenditures means \$1,127,500.00, rounded to two decimal places.

**C.2.2 Ontario’s Maximum Contribution.** Ontario’s Maximum Contribution means \$375,795.75, rounded to two decimal places, towards the Total Eligible Expenditures of the Project.

**C.2.3 Canada’s Maximum Contribution.** Canada’s Maximum Contribution means \$451,000.00, rounded to two decimal places, towards the Total Eligible Expenditures of the Project.

**C.2.4 Percentage of Provincial Support.** Percentage of Provincial Support means 33.33%, rounded to two decimal places, towards the Total Eligible Expenditures of the Project.

**C.2.5 Percentage of Federal Support.** Percentage of Federal Support 40.00%, rounded to two decimal places, towards the Total Eligible Expenditures of the Project.

**C.3.0 TIMELINES**

**C.3.1 Federal Approval Date.** Federal Approval Date means March 02, 2022.

**C.4.0 PROJECT STANDARDS**

**C.4.1 Canada’s Requirements for Standards.** In addition to any other standards that the Recipient must meet or exceed for the Project, the Recipient will ensure the Project meets or exceeds the following:

- (a) any applicable energy efficiency standards for buildings outlined in Canada’s *Pan-Canadian Framework on Clean Growth and Climate Change* provided by Canada at [www.canada.ca/en/services/environment/weather/climatechange/pan-](http://www.canada.ca/en/services/environment/weather/climatechange/pan-)

[canadian-framework.html](#), or at any other location the Province may provide; and

- (b) the accessibility requirements of the highest accessibility standards published in Ontario, in addition to accessibility requirements in applicable provincial building codes and relevant municipal by-laws.

#### **C.5.0 CHANGES TO THE PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES, AND PROJECT STANDARDS**

- C.5.1 **Province's and Canada's Consent.** Any change to the Project will require the Province's and Canada's consent. When seeking to make a change in respect of the Project, the Recipient will submit updated Project information and any other information that the Province or Canada, or both, may require to the satisfaction of Canada and the Province.

**[SCHEDULE "D" – REPORTS FOLLOWS]**

## SCHEDULE “D” REPORTS

### D.1.0 REPORTING REQUIREMENTS

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

- (a) **Initial Report.** The Initial Report will provide the Recipient’s forecast of the timelines and costs (expenditure forecast) to completion. It also outlines the sources of Recipient funds and confirms other information regarding the Project.
- (b) **Progress Reports.** Progress Reports include an update on the Project’s status. Progress Reports will be submitted by the Recipient no less frequently than twice a year on dates provided by the Province.
- (c) **Claim Reports.** Claim Reports will detail amounts that are being claimed for reimbursement. Claim Reports may be submitted by the Recipient as frequently as needed, but no less frequently than twice a year (if Eligible Expenditures have been incurred). If no Eligible Expenditures have been incurred in the previous six months, the Recipient will notify the Province that no Claim Report is being submitted for that period. When submitting a Claim Report, the report must include a detailed breakdown of invoices that are being claimed for reimbursement. Note that copies of invoices and any associated backup information must be provided at the time of claim submission, as directed by the Province.
- (d) **Final Report.** The Final Report shall summarize the Project’s final timelines, costs, and outcomes. It will include a declaration of Substantial Completion.  
  
The Final Report will be submitted to the Province within sixty (60) Business Days of Substantial Completion or December 31, 2026, whichever is earlier.
- (e) **Other Reports.** Any other reports that the Province so directs on or before such date and with such content as the Province requests.

## **D.2.0 ABORIGINAL CONSULTATION RECORD**

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

## **D.3.0 RISK ASSESSMENT**

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

## **D.4.0 COMPLIANCE AUDIT(S)**

**D.4.1 Compliance Audit(s).** Without limiting the generality of section A.7.4 (Records Review), if requested by the Province from time to time, which request shall be at the Province's sole discretion, the Recipient, at its own expense, will forthwith retain an independent third party auditor to conduct one or more compliance audits of the Recipient or the Project. The audit will be conducted in accordance with Canadian Generally Accepted Auditing Standards, as adopted by the Canadian Institute of Chartered Accountants, applicable as of the date on which a record is kept or required to be kept under such standards. In addition, the audit will assess the Recipient's compliance with the terms of the Agreement and will address, without limitation, the following:

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

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

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

**E.1.0 ELIGIBLE EXPENDITURES**

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

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

**E.2.0 INELIGIBLE EXPENDITURES**

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

- a) Costs incurred prior to the Federal Approval Date;
- b) Costs incurred after October 31, 2026;
- c) All expenditures related to Contracts signed prior to the Federal Approval Date;
- d) Costs incurred for terminated or cancelled Projects;
- e) Costs related to developing a business case or proposal or application for funding;
- f) Costs associated with the acquisition, expropriation or leasing of:
  - i. Land,
  - ii. Buildings, or

- iii. Other facilities
- g) Costs associated with the acquisition or leasing of equipment other than equipment directly related to the construction, improvement, repair, rehabilitation or reconstruction of the Project where the Province has not provided its prior written approval;
  - h) Costs that have not been claimed for reimbursement by March 31st of the year following the year in which the costs were incurred;
  - i) Capital costs, including site preparation and construction costs, until Canada and if applicable the Province have confirmed in writing that environmental assessment and Aboriginal consultation obligations have been fully met and continue to be fully met;
  - j) Costs related to any component of the Project other than its approved scope;
  - k) Real estate fees and related costs;
  - l) Costs incurred for the general operation, repair and regularly scheduled maintenance of the Project;
  - m) Services or works normally provided by the Recipient, incurred in the course of implementation of the Project, except those specified as Eligible Expenditures;
  - n) Expenditures related to any goods and services which are received through donations or in-kind contributions;
  - o) Any overhead costs, including salaries and other employment benefits of any employees of the Recipient, its direct or indirect operating or administrative costs, and more specifically its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff, except in accordance with the list of Eligible Expenditures above;
  - p) Unreasonable meal, hospitality or incidental costs or expenses of any Third Party;
  - q) Any amount for which the Recipient has received, will receive or is eligible to receive, a rebate, credit or refund, in full or in part;
  - r) Taxes of any kind;
  - s) Costs of relocating entire communities;
  - t) In the Province's sole discretion, the costs of communication activities undertaken by the Recipient that did not conform with the requirements of the Communications Protocol in Schedule "G";
  - u) Any amounts incurred or paid by the Recipient to an entity that is not at arm's length from the Recipient, except in accordance with the list of Eligible Expenditures above;
  - v) Costs incurred contrary to Article 5 of Schedule "A" (Recipient's Acquisition of Goods or Services, Contract Provisions, and Disposal of Assets) of this Agreement;
  - w) The costs, charges, penalties or fees incurred or paid by the Recipient in the process of having a cost determined to be an Ineligible Expenditure.
  - x) Legal fees, financing charges and loan interest payments, including those related to easements (e.g., surveys);
  - (y) If the Project meets an adaptation, resilience and disaster mitigation outcome costs associated with:

- (i) relocating whole communities;
  - (ii.) emergency services infrastructure; or
  - (iii.) addressing seismic risks; and
- z) Costs of furnishings and non-fixed assets which are not essential for the operation of the funded Asset or Project, as well as all costs associated with moveable assets or rolling stock.

**[SCHEDULE “F” – EVALUATION FOLLOWS]**

## **SCHEDULE “F” EVALUATION**

### **F.1.0 PROJECT AND ICIP EVALUATIONS**

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

**[SCHEDULE “G” – COMMUNICATIONS PROTOCOL FOLLOWS]**



## **SCHEDULE “G” COMMUNICATIONS PROTOCOL**

### **G.1.0 DEFINITIONS**

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

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

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

(b) in the case of the Agreement, the Province and the Recipient.

### **G.2.0 PURPOSE**

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

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

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

### **G.3.0 GUIDING PRINCIPLES**

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

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

- G.3.3 **Deficiencies and Corrective Actions.** The Province will communicate to the Recipient any deficiencies or corrective actions, or both, identified by the Province, Canada or, as applicable, the Committee.
- G.3.4 **Approval of Communications Material.** The announcement or publication of the Project must be approved by the Parties and Canada prior to being carried out.
- G.3.5 **Costs of Communication Activities.** With the exception of advertising campaigns outlined in Article G.10.0 (Advertising Campaigns), the costs of Communication Activities and signage will follow the eligibility rules established in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

#### **G.4.0 JOINT COMMUNICATIONS**

- G.4.1 **Subject Matter.** The Parties and Canada may have Joint Communications about the funding and status of the Project.
- G.4.2 **Prior Knowledge and Agreement.** Joint Communications in respect of the Project should not occur without the prior knowledge and agreement of the Parties and Canada.
- G.4.3 **Recognition of the Province’s and Canada’s Contributions.** All Joint Communications material must be approved by the Province and Canada and will recognize the Province’s and Canada’s contribution or the Total Financial Assistance, or both, received in respect of the Project.
- G.4.4 **Notice and Timing.** The Recipient and the Province, on its own behalf or that of Canada, may request Joint Communications. The Party requesting the Joint Communications will provide at least 15 Business Days’ notice to the other Party. If the Communications Activity is an event, it will take place at a date and location mutually agreed to by the Parties and, if applicable, Canada.
- G.4.5 **Participation and Representatives.** The Party requesting a Joint Communications will provide the opportunity for the other Party and Canada to choose to participate and, if they do so choose, their own designated representative (in the case of an event).
- G.4.6 **English and French.** Canada has an obligation to communicate in English and French. Communications products related to events must be bilingual and include the Canada word mark and the logos of the Parties. In such cases, Canada will provide the translation services and final approval on products.
- G.4.7 **Table of Precedence for Canada.** The conduct of all Joint Communications will, as applicable, follow the *Table of Precedence for Canada* provided by Canada at

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

## **G.5.0 INDIVIDUAL COMMUNICATIONS**

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

## **G.6.0 OPERATIONAL COMMUNICATIONS**

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

## **G.7.0 MEDIA RELATIONS**

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

## **G.8.0 SIGNAGE**

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

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

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

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

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

**G.8.5 Timing for Erection of Sign.** If erected, signage recognizing Canada's and the Province's respective contributions will be installed at the Project site(s) and be visible for the duration of the Project. The Province will provide Notice to the Recipient specifying the timelines for signage installation and removal and the Recipient will comply with such timelines specified in the Notice.

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

**G.8.7 Responsibility of Recipient.** The Recipient is responsible for the production and installation of Project signage, and for maintaining the signage in a good state of

repair during the Project, or as otherwise agreed upon.

#### **G.9.0 COMMUNICATING WITH RECIPIENT**

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

#### **G.10.0 ADVERTISING CAMPAIGNS**

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

**[SCHEDULE “H” – DISPOSAL OF ASSETS FOLLOWS]**

## **SCHEDULE “H” DISPOSAL OF ASSETS**

### **H.1.0 DEFINITIONS**

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

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

### **H.2.0 DISPOSAL OF ASSETS**

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

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

**[SCHEDULE “I” – ABORIGINAL CONSULTATION PROTOCOL FOLLOWS]**

## SCHEDULE "I" ABORIGINAL CONSULTATION PROTOCOL

### I.1.0 DEFINITIONS

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

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

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

### I.2.0 ABORIGINAL CONSULTATION PLAN

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

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

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

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

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

### I.3.0 ABORIGINAL CONSULTATION RECORD

I.3.1 **Requirements for Aboriginal Consultation Record.** If consultation with an Aboriginal Community is required, the Recipient will maintain an Aboriginal Consultation Record and provide such record to the Province, and any update to it, as part of its reporting to the Province pursuant to section D.3.1 (Inclusion of Aboriginal Consultation Record).

#### **I.4.0 RESPONSIBILITIES OF THE RECIPIENT**

**I.4.1 Notification to and Direction from the Province.** The Recipient will immediately notify the Province:

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

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

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

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



## **SCHEDULE “J” REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES**

### **J.1.0 DEFINITION**

J.1.1 **Definition.** For the purposes of this Schedule “J” (Requests for Payment and Payment Procedures):

“**Final Payment**” means the final payment by the Province to the Recipient in respect of the Project as described in and to be paid in accordance with Article J.8.0 (Final Payment).

### **J.2.0 PROCEDURES AND TIMING FOR REQUESTS FOR PAYMENT**

J.2.1 **Procedures.** The procedures provided for in Article J.3.0 of this Schedule “J” (Procedures for Requests for Payment for Eligible Expenditures) will apply to requests for payment that the Recipient submits to the Province under the Agreement.

J.2.2 **Diligent and Timely Manner.** The Recipient will submit its requests for payment for Eligible Expenditures in respect of the Project to the Province in a diligent and timely manner, and no less frequently than twice a year if Eligible Expenditures have been incurred. If no Eligible Expenditures have been incurred in the previous six months, the recipient will notify the Province that no claim is being submitted for that period.

### **J.3.0 PROCEDURES FOR REQUESTS FOR PAYMENT FOR ELIGIBLE EXPENDITURES**

J.3.1 **Timing, Reports and Documents.** The Recipient will submit each request for payment for Eligible Expenditures in respect of the Project to the Province on a date and frequency as indicated in Schedule “D” (Reports) and, if the Province so requested pursuant to paragraph K.4.1(f), after review by the Committee. The Recipient agrees to submit, for each of the circumstances listed below, the following reports and documents:

- (a) for each request for payment, including the final payment, a Claim Report in a format prescribed by the Province, including invoices, statements, receipts, and vouchers and any other evidence of payment relating to the Funds or otherwise to the Project;
- (b) for each request for final payment, a Final Report, in a format prescribed by the Province, acceptable to the Province; and
- (c) such other information as the Province may request.

#### **J.4.0 PAYMENTS OF FUNDS**

- J.4.1 **Payment by the Province.** Subject to the terms and conditions of the Agreement, upon receipt of a request for payment fully completed in accordance with this Schedule “J” (Requests for Payment and Payment Procedures), the Province will use its reasonable efforts to pay Funds to the Recipient based on the Recipient’s incurred and paid Eligible Expenditures up to the Maximum Funds, if due and owing under the terms of the Agreement. Claims will be reimbursed based on the Percentage of Provincial Support and the Percentage of Federal Support as set out in Schedule “C”.
- J.4.2 For greater certainty and without limitation, before the Province makes a payment to the Recipient, the following terms and conditions of the Agreement must be met, in the opinion of the Province or Canada, or both:
- (a) the conditions set out in paragraph A.4.2(c) of Schedule “A”;
  - (b) the special conditions listed in Article A.31.0 of Schedule “A” (Special Conditions);
  - (c) receipt and acceptance by the Province of all required Reports and other reports, as applicable;
  - (d) compliance with all applicable audit requirements under the Agreement; and
  - (e) applicable communications requirements, as set out Schedule “G” (Communications Protocol).
- J.4.3 The Province will under no circumstances be liable for interest for failure to make a payment within the time limit provided for in this Article J.4.0 (Payments).

#### **J.5.0 TIME LIMITS FOR REQUESTS FOR PAYMENTS**

- J.5.1 **Timing.** The Recipient will submit all requests for payment on or before December 31, 2026.
- J.5.2 **No Obligation for Payment.** Notwithstanding anything to the contrary herein, the Province will have no obligation to make any payment for a request for payment submitted after
- (i.) December 31, 2026; or
  - (ii) March 31st of the year following the Funding Year in which the Eligible Expenditures were incurred.

## **J.6.0 FINAL RECONCILIATION AND ADJUSTMENTS**

J.6.1 **Final Reconciliation and Adjustments.** For the Project, following the submission of the Final Report, which will include a declaration of Substantial Completion, the Province may carry out a final reconciliation of all requests for payments and payments in respect of the Project and make any adjustments required in the circumstances.

## **J.7.0 HOLDBACK**

J.7.1 **Holdback.** For the Project, the Province may hold back funding in accordance with section A.4.12 (Retention of Contribution).

## **J.8.0 FINAL PAYMENT**

J.8.1 **Final Payment.** Subject to paragraph A.4.2(c) of Schedule “A”, the Province will pay to the Recipient the remainder of the Funds under the Agreement, including the Holdback, after all of the conditions under section A.4.12 of Schedule “A” (Retention of Contribution) have been met.

**[SCHEDULE “K” – COMMITTEE FOLLOWS]**

## **SCHEDULE “K” COMMITTEE**

### **K.1.0 ESTABLISHMENT OF COMMITTEE**

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

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

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

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

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

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

### **K.3.0 MEETINGS AND ADMINISTRATIVE MATTERS**

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

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

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

#### **K.4.0 COMMITTEE MANDATE**

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

- (a) monitoring the implementation of the Agreement including, without limitation, the implementation of Schedule “G” (Communications Protocol), for compliance with the terms and conditions of the Agreement;
- (b) acting as a forum to resolve potential issues or disputes and address concerns;
- (c) reviewing and, as necessary, recommending to the Parties amendments to the Agreement;
- (d) approving and ensuring audit plans are carried out as per the Agreement;
- (e) establishing sub-committees as needed;
- (f) at the request of the Province, reviewing requests for payments; and
- (g) attending to any other function required by the Agreement, including monitoring project risk and mitigation measures, or as mutually directed by the Parties.

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

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

#### **K.5.0 ROLE OF THE RECIPIENT**

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

- (a) establish a fixed location where the Agreement will be managed, and maintain it until the expiry of the Committee’s mandate and, if relocation is required, establish a new location;
- (b) prepare and retain, at the location described in paragraph K.5.1(a), and make available to the Committee, all documents needed for the work of the Committee, including payment request forms, approval documents, contracts, and agendas and minutes of meetings of the Committee and its subcommittees;

- (c) ensure that any audit required of the Recipient pursuant to the Agreement is carried out and the results are reported to the Committee;
- (d) ensure that administrative and financial systems are developed and implemented for the Project and the work of the Committee;
- (e) promptly inform the Committee of all proposed changes in respect of the Project; and
- (f) provide the Committee, as requested and within the timelines set by the Committee, and to the Committee's satisfaction, project status information related to Schedule "D" (Reports).

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

**BY-LAW NUMBER 083-22**

**BEING A BY-LAW TO AUTHORIZE A SUBDIVISION AGREEMENT  
(CACHET DEVELOPMENTS (ARTHUR) INC.)**

**WHEREAS** it is deemed expedient to enter into such an Agreement with Cachet Developments (Arthur) Inc:

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:

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:

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 PKLT 8 N/S SMITH ST, CROWN SURVEY ARTHUR VILLAGE, PT 2, 61R10854, PART PKLT 3 S/S DOMVILLE ST SURVEY CROWN ARTHUR VILLAGE; PART PKLT 4 S/S DOMVILLE ST SURVEY CROWN ARTHUR VILLAGE PART 3 60R1199; PART PKLT 6 N/S SMITH ST SURVEY CROWN ARTHUR VILLAGE; PART PKLT 7 N/S SMITH ST SURVEY CROWN ARTHUR VILLAGE PART 4 60R1199 & PT 2 60R3022; ; TOWNSHIP OF WELLINGTON NORTH

Property Identifier Number (PIN): 71096-0163 (LT)

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

1. The Corporation shall enter into a Subdivision Agreement with Cachet Developments (Arthur) 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

3. And the Clerk be hereby directed to cause notice of the said Agreement to be registered on the title to the lands.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
THIS 11<sup>TH</sup> DAY OF JUNE, 2022.**

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

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



**SUBDIVISION AGREEMENT**

**Between**

**CACHET DEVELOPMENTS (ARTHUR) INC.**

**- and -**

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

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

**TOWNSHIP OF WELLINGTON NORTH**

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

**THIS AGREEMENT** made on the 11th day of July, 2022.

**BETWEEN:**

**CACHET DEVELOPMENTS (ARTHUR) INC.**

(the "Developer")

- and -

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

(the "Township")

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

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

**AND WHEREAS** the County has approved a red-line revisions for the approval of draft plan of subdivision with conditions pursuant to subsection 51(25) of the *Planning Act* on April 28, 2022.

**AND WHEREAS** the Township has been authorized by the County to require the Developer to agree to construct and install certain watermains and water service connections, stormwater management systems, storm sewers and storm service connections, sanitary sewers and service connections, roadways, structures, sidewalks, walkways, parks, landscaping, conservation work, fencing, and other requirements or services in compliance with the engineering plans set out in Schedule "D" to this Agreement (the "Works") and to make financial arrangements with the Township for the installation and construction of the Works before final approval of the Plan by the County.

**AND WHEREAS** the Township is authorized by subsection 51(26) of the *Planning Act* to enter into this Agreement to require the Developer to agree to construct and install the Works and to make financial arrangements with the Township for the installation and construction of the Works before final approval of the Plan by the County.

**AND WHEREAS** the Township and the Owner have agreed to enter into a service finance agreement with respect to the installation of certain municipal services, road construction and the

sharing of the costs of that work along Preston Street North, in the village of Arthur, between Smith Street and Domville Street (the “**Service Finance Agreement**”);

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

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

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

#### **SECTION 1 – ORDER OF PROCEDURE**

1.1 Upon application to the Township for the preparation of an Agreement the Developer shall:

- 1.1.1 pay to the Township the fee required by the Township’s Tariff of Fees By-law;
- 1.1.2 pay to the Township the sum of ten thousand dollars (\$10,000.00) as a deposit in respect of the Township’s engineering, planning and legal costs referred to in Section 3.2.1 herein; and
- 1.1.3 submit design drawings and supporting information outlining the services to be installed.

1.2 Prior to Registering the Agreement the Developer shall:

- 1.2.1 deposit with the Township securities and insurance as outlined in this Agreement;
- 1.2.2 pay in full any outstanding taxes or drainage, local improvement charges and charges under the *Municipal Act*, 2001 including outstanding sewer rates and/or water rates;
- 1.2.3 mutually agree with the Township on the parcel of land to be deeded to the Township for parkland or the amount of cash to be given to the Township in lieu of parkland;
- 1.2.4 pay the amount in lieu of parkland to the Township or deposit the Transfers/Deeds of Land for the parkland with the Township;
- 1.2.5 deposit with the Township Solicitor eight (8) copies of this Agreement executed by the Developer, to be executed by the Township and retained by the Township Solicitor for registration as hereinafter provided;
- 1.2.6 deliver if requested by the Township Solicitor written authorization to register this Agreement or Notice of this Agreement both before and after registration of the Plan, whereupon the Township Solicitor shall register this Agreement or notice of it; and,

- 1.2.7 provide the Township a signed undertaking from the Developer's Ontario Land Surveyor to provide the County's Planning Department one mylar, one white print, and an electronic copy of the registered Plan within 30 days of registration of the Plan in the Land Registry Office.
- 1.3 Prior to starting construction of the Services in the Subdivision the Developer shall:
- 1.3.1 obtain final approval of the Plan from the County and have obtained registration of the Plan;
- 1.3.2 submit and obtain the written approval of the Township Engineer for the following in accordance with the current Municipal Servicing Standards of the Township:
- 1.3.2.1 the Storm Drainage Plan;
- 1.3.2.2 the Overall Lot Grading Plan;
- 1.3.2.3 the Composite Utility Plan for hydro, telephone and other applicable telecommunications, gas and utilities;
- 1.3.2.4 final approved drawings for all Works required in Schedule "D" to this Agreement;
- 1.3.3 submit to the Township, the Ministry of the Environment, Conservation and Park's (MECP) Environmental Compliance Approval (ECA) for the Sanitary Sewage Collection System, and the Storm Sewer System and Storm Water Management Works;
- 1.3.4 provide written confirmation of approval required for drainage, road crossings, encroachments, or easements from the Township, County, Conservation Authority, the Ministry of Transportation of Ontario and any other authority having jurisdiction;
- 1.3.5 complete a pre-condition survey on surrounding properties, building, structures and utilities that are adjacent to the development site and/or along the primary Township road(s) to access the subdivision site, or as determined by the Township. The survey method used shall be acceptable to the vibration control engineer and the Developer's insurers. Pre-condition survey is to also include municipal roadway, curb and gutter, boulevard, sidewalks, fire hydrants, hydro poles, signage, etc. A copy of the preconstruction survey records shall be provided to the Township. Upon completion of construction, if required, a post-condition survey shall be completed at the request of the Township or the Developer's insurer. All cost incurred by the pre-condition and post-condition surveys shall be at the expense of the Developer;
- 1.3.6 issue advance notice of construction to adjacent properties to the development property and to properties within one (1) Township roadway block of the development, or as determined by the Township. Advance notice should include a key plan map of the subdivision property, approximate start of construction date and approximate completion of construction date;
- 1.3.7 arrange and attend public open house, as determined by the Township;
- 1.3.8 submit the documents, plans, and reports listed in Section 5 of Schedule "M" to the satisfaction of the Grand River Conservation Authority;



- 1.3.9 submit a detailed hydrogeological report of the Lands prepared by a qualified hydrogeological engineer to the satisfaction of the Township and the Grand River Conservation Authority, which report shall provide an assessment of groundwater level monitoring data from onsite piezometers, including data collected over a sufficient period of time to establish a “seasonal high” groundwater level across the Lands as well as the recommended high groundwater elevation on a lot by lot basis; and
- 1.3.10 provide a letter of understanding to the satisfaction of the Township confirming the Developer’s roles, responsibilities, and cost sharing for the complete design and construction of Preston Street North, including the connections of Preston Street North to Domville Street and Smith Street. Upon the Township approval of the submitted letter, the Developer agrees to enter into a Service Finance Agreement which will detail the construction of works and cost sharing for Preston Street North.
- 1.4 Prior to the sale of any lot and/or prior to the making of application for building permits the Developer shall:
- 1.4.1 comply with all requirements of Section 8.9 of this Agreement.
- 1.5 Prior to any person occupying any building within the Subdivision the Developer shall:
- 1.5.1 comply with all the requirements of Section 8.10 of this Agreement.
- 1.5.2 If the Developer does not obtain final approval of the Plan from the County before July 30, 2026, and the County has not granted any extensions pursuant to subsection 51(33) of the *Planning Act*, the County’s approval of the draft Plan with conditions shall automatically lapse pursuant to subsection 51(32) of the *Planning Act*. The Developer covenants and agrees that any extension requested by the Developer shall include: (a) a written explanation from the Developer for the requested extension, and (b) a resolution from the Township approving the requested extension, which must be delivered to the County’s Director of Planning prior to July 30, 2026.

## SECTION 2 – LIST OF ATTACHED SCHEDULES

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

- 2.1 Schedule “A” - Description of Lands being Subdivided.
- 2.2 Schedule “B” - Identification of Draft Plan.
- 2.3 Schedule “C” - Township of Wellington North Municipal Servicing Standards (Current).
- 2.4 Schedule “D” - Works to be Constructed.
- 2.5 Schedule “E” - Itemized Estimate of Cost of Construction of Each Part of the Works.
- 2.6 Schedule “F” - List of Lots Unsuitable for Building Purposes.
- 2.7 Schedule “G” - Owner’s Final Grading Certificate.

- 2.8 Schedule “H” - List of Lands for Municipal Purposes and Easements to be Granted to the Township.
- 2.9 Schedule “I” - No Occupancy Agreement.
- 2.10 Schedule “J” - Application for Reduction of Security.
- 2.11 Schedule “K” - Form of Partial Release.
- 2.12 Schedule “L” - Conditions of Draft Approval.
- 2.13 Schedule “M” - Special Provisions and Exceptions (Section 10).
- 2.14 Schedule “N” - Covenants and Restrictions.
- 2.15 Schedule “O” - Statutory Declaration RE Payment of Accounts.

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

#### 3.1 General Obligations

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

#### 3.2 Township’s Engineering, Planning and Legal Costs

- 3.2.1 The Developer agrees to pay the Township’s cost of the Township Planner and the Township Solicitor in processing the Subdivision and of the Township Engineer for checking of plans, documents and specifications and for supervision and inspection on behalf of the Township.
- 3.2.2 The Developer shall be billed regularly by the Township for all costs incurred by the Township with respect to this Agreement pursuant to Section 3.2.1.
- 3.2.3 The Developer shall reimburse the Township, for all costs incurred by the Township as referred to in Section 3.2.1 herein, within thirty (30) days of each billing, failing which the Township and its agents shall cease all work with respect to the review of the Subdivision.
- 3.2.4 The deposit referred to in Section 1.1.2 of this Agreement shall be retained by the Township as a float against any unpaid bills and such deposit (or the balance thereof, if any) shall be returned to the Developer at Final Acceptance of the Subdivision by the Township and the Township being satisfied, in its discretion, that all costs in Section 3.2.1 herein and any contingencies with respect to the Subdivision have been paid in full.

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

### 3.3 Developer's Engineer

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

3.3.1 to prepare designs;

3.3.2 to prepare and furnish all required drawings;

3.3.3 to prepare the necessary contract(s);

3.3.4 to obtain the necessary approvals in conjunction with the Township and MECP, and other authorities having jurisdiction;

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

3.3.6 to maintain all records of construction in a daily construction diary, maintain accurate red line drawings during construction and upon completion, to advise the Township Engineer of all construction changes and to prepare final "as constructed" drawings.

3.3.7 as Constructed drawings and Service Record Sheets shall be submitted within six (6) months from the completion of the Works, the Owner shall file with the Township's Development Technologist for review. The Approved Grading Plans shall be submitted to the Township's CBO.

a. Electronic files (PDF) to be submitted to the Township's Development Technologist for review, until approved by Township, at which time the Township requests three (3) bound sets of hard copies of drawings printed on 24" x 36" paper copies and electronic files (PDF **and** AutoCAD or similar **and** GIS shape files). Refer to current Township Municipal Servicing Standards for current as constructed drawing submission requirements.

b. Individual Service Record Sheets (SRS) (8.5" x 11") for each property to be submitted to the Township's Development Technologist for review, until approved by Township, at which time the Township requests two (2) paper copies of SRS 8.5" x 11" paper copies and electronic files (PDF). SRS are required for each municipal service within the development; drinking water, sanitary sewer and storm sewer. Refer to current Township Municipal Servicing Standards for current Service Record Sheets submission requirements and template.

3.3.8 to act as the representative of the Developer in all matters pertaining to the construction, including public relations and communicating with existing property owners in answering their concerns;

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

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

#### 3.4 Works to be Installed

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

#### 3.5 Approval of Plans

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

#### 3.6 Notification of Commencement

The Developer shall not commence the construction of any of the Works until securities and insurance have been submitted to the Township as outlined in this agreement and the Developer has provided ninety-six (96) hours written notice to the Township Engineer of their intent to commence work. Should for any reason, there be a cessation or interruption of construction, the Developer shall provide ninety-six (96) hours written notification to the Township Engineer before work is resumed.

#### 3.7 Progress of Works

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

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

3.8 Scheduling of Works

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

3.9 Contractor

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

3.10 Utility Costs and Charges

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

3.11 Access Roads

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

### 3.12 Movement of Fill

The Developer covenants and agrees that it shall not dump nor permit to be dumped any fill or debris on, nor shall it remove or permit to be removed any fill, topsoil, trees or shrubs from any public lands, other than roads, without the written consent of the Township Engineer. The Developer further agrees that no topsoil shall be removed from the lots and/or blocks except for construction purposes within the development and then such topsoil shall be stockpiled during grading operations and as each building is completed the topsoil so stockpiled shall be replaced on the ground around each building to comply with the Township standards, and the replacing of such topsoil shall include all surfaces not covered by buildings, driveways or pavement within the development. Excess topsoil may be removed from the site with the approval of the Township Director of Operations. At the completion of construction, the Developer's engineer shall certify to the Township that all Ontario Regulations have been followed and will provide all documentation under these regulations.

### 3.13 Damage to Existing Plant

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

### 3.14 Signs

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

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

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

#### 3.14.2 The Developer shall install, at its sole expense, a sign to the satisfaction of the Upper Grand District School advising prospective residents about schools in the area, which sign shall be affixed to the Developer's permanent development sign.

### 3.15 Testing

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

engineering practice. Close circuit television inspection of all sewers and lateral services, deflection testing of flexible sewer mains and infiltration/exfiltration testing will be required as per current municipal servicing standards. All testing results shall be submitted via PDF to Township's Development Technologist and Township's Consulting Engineer as soon as it is available during construction, however, a hardcopy of these results shall be included as part of the Developer's Engineer conformance letter.

3.16 Erosion and Silting Control

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

3.17 Emergency Access

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

3.18 Construction Refuse and Weeds

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

3.19 Dust Control

Until the Final Acceptance of all services to be constructed under this Agreement, the Developer shall use such reasonable method to prevent any dust problem to traffic or home occupants as the Township shall deem necessary and for this

purpose the Township Director of Operations shall notify the Developer in writing from time to time of the requirements of the Township.

3.20 Street Names

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

3.21 Municipal Street Numbers

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

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

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

3.22 Placement of Asphalt

Placement of Asphalt on frozen roadbed is prohibited. Binder course asphalt shall not be placed unless the air temperature is a minimum of 2°C and rising. Surface asphalt shall not be placed unless the air temperature is a minimum of 7°C and rising.

3.23 Traffic Plan

The Developer shall prepare and implement a construction traffic access and control plan for all phases of servicing and building construction to the satisfaction of the Township. Any costs associated with the implementation of such a plan, including, but not limited to, the installation and maintenance of construction information and detour signage, shall be borne by the Developer. All repair of damage or maintenance required to surrounding highways shall be at the Developer's cost.

3.24 Utilities

The Developer shall raise or lower all valves, hydrants, water boxes, catch basins, manholes and any other services to the final grade to the satisfaction of the Township. Utility services (including services such as hydro-electric, gas, telephone, cable television, telecommunications, etc.) shall be installed at no cost to the Township. The Developer covenants and agrees to enter into an agreement



or agreements with such applicable utility companies, to provide utilities as required, to satisfy all requirements, including, but not limited to the maintenance and repair of their facilities and equipment until Final Acceptance of the Works. The Developer is responsible for informing the applicable utility provides of its intention to commence any construction on the Lands, prior to registration of the plan of subdivision.

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

### **4.1 Stages of Construction and Services**

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

- “Stage 1” – consists of all underground Works including storm sewers, sanitary sewers, watermains, and including all water, storm and sanitary sewer service connections to the limit of the street allowance for each proposed building lot, plus any required Storm Water Management Works.
- “Stage 2” – services shall include all road Works up to and including granular road base, curbs and gutters, base asphalt, grading of boulevard areas, installation of street and traffic signs, and all conduits and pipes for electricity or other utilities such as gas, telephone and cable tv.
- “Stage 3” – services involved in the completion of the electrical distribution system, service connections to the edge of the street allowance for each proposed utility and street lighting.
- “Stage 4” – services include the final coat of asphalt, sidewalks, topsoil, sodding, trees, driveway ramps, fencing and all other requirements of this Agreement.

### **4.2 Inspection and Preliminary Acceptance of Works**

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

#### 4.3 Final Acceptance of the Works

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

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

#### 4.4 Acceptance During Winter Months

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

#### 4.5 Use of Works by Township

The Developer agrees that:

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

#### 4.6 Replacement of Survey Bars

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

#### 4.7 Ownership of Services

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

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

#### 5.1 Maintenance of Works

The Developer will be responsible for the repair and maintenance of all Subdivision services and Works including hydro costs for street lights, until a Certificate of Final Acceptance is issued by the Township. This maintenance period shall extend for a minimum two (2) years from the date of the Certificate of Preliminary Acceptance for each stage of the Works. If during this period, the Developer fails to carry out maintenance work within seventy-two (72) hours after receipt of the request from the Township, then the Township Engineer or Director of Operations or delegate may without further notice undertake such maintenance work and the total costs of such work including engineering fees shall be borne by the Developer. If the Developer fails to pay the Township within thirty (30) days of the date of billing then the money owing may be deducted from the deposited securities. Towards the end of the maintenance period, the Developer shall make written request to the Township for a final inspection to be made in respect to the issuance of the Certificate of Final Acceptance.

#### 5.2 Road Maintenance

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

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

5.2.3 The Developer shall be responsible for all winter road maintenance within the Subdivision, including snow plowing and sanding of roadways and sidewalks, snow removal from site as required, and snow removal around all fire hydrants. All roads within the Subdivision are to be cleared of snow even when no buildings have been erected on the road to ensure that there is access to all fire hydrants. In the event that proper vehicular access or snow removal is not provided by the Developer, the Township, through its servants, contractors or agents may provide access and remove snow without notice to the Developer. Such removal of snow shall be only carried out at times deemed to be an emergency by the Township's Roads Department. All costs of such work shall be paid by the Developer within thirty (30) days of date of billing or otherwise may be deducted from the deposited

securities. The Developer further agrees that any work done by the Township pursuant to this Agreement before the roads are accepted by the Township shall not be deemed in any way, to be an acceptance by the Township of the roads in the said Subdivision upon which such work is done. The Developer acknowledges that the Township in providing access by removing snow may damage or interfere with the works of the Developer and cause damage to such works and the Developer hereby waives all claims against the Township that the Developer might have arising therefrom and covenants that the Developer will make no claim against the Township for such interference or damage. Representation may be made requesting that the Township consider entering into a separate agreement with the Developer to undertake the winter road maintenance within the Subdivision.

### 5.3 Emergency Repairs

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

### 5.4 School Access

The Developer shall install and maintain adequate sidewalks and lighting, and provide winter maintenance (as particularized in Section 5.2.3 of this Agreement), for the purpose of providing a safe means of travel for school aged children to walk to schools or to school bus “student collection areas”, to the satisfaction of the Upper Grand District School Board and the Township. Failure on the part of the Developer to provide any of the foregoing shall constitute an “emergency”, in which case, the Township may immediately enter upon the Lands to remedy and be compensated by the Developer for same in accordance with Section 5.2.3 of this Agreement.

### 5.5 Street Lighting

5.5.1 The Developer shall be responsible for the maintenance of all street lighting and hydro poles until final acceptance.

5.5.2 The Developer shall be responsible for all hydro cost for street lighting within the development until final acceptance. The Developer will coordinate billing with Wellington North Power.

## SECTION 6 – DRAINAGE AND LANDSCAPE DESIGN

### 6.1 Drainage

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

### 6.2 Preservation of Trees

The Developer shall prepare and implement a Vegetation Preservation Plan satisfactory to the Township. The Developer must preserve all healthy trees on the Lands as stipulated by the Township, except for those identified in an approved Vegetation Preservation Plan for removal. The Township may require the Developer to remove all dead trees, including limbs and stumps, from any land which is to be dedicated or transferred to the Township pursuant to this Agreement. Replacement trees may be required by the Township for dead trees. All such dead trees, limbs and stumps must be disposed of in an authorized disposal site acceptable to the Township and at the Developer's cost. All healthy trees removed by the Developer without the written approval of the Township, and all healthy trees that are damaged, on any land being dedicated or transferred to the Township must be replaced by the Developer to the satisfaction of the Township. The Township may require that any dead trees, or portions of dead trees, including, but not limited to, trees, limbs and stumps on any portion of the Lands that is not being dedicated or transferred to the Township in fee simple, be removed by the Developer.

### 6.3 Lots Unsuitable for Building

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

### 6.4 Lot Grading

All Lands shown within the Plan shall be graded in general conformity with the Lot Grading Plan, including fill and excavation as required for the full width and length of the grades and levels, and to the specifications, requirements and satisfaction of

the Township Engineer; provided that for residential Lots and Blocks, grading must be brought within zero decimal five (0.5) metres of the final grade and further residential development may complete the grading. All work done by the Developer must be of such a nature as to ensure that the integrity and intent of the overall Lot Grading Plan is functional until the Lands are fully developed.

6.4.1 A detailed noise study should be conducted when siting/grading plan and detailed floor plans and building elevations are available for Lots 1, 85, 90-94 and Blocks 137 and 138, to review and refine noise control measures for stationary noise impact where required and as recommended in the noise feasibility study prepared by HGC Engineering dated June 9, 2021.

6.5 Obligation to Complete Grading According to Lot Grading Plan

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

6.6 Certified Building Lot Site Plan

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

6.6.1 a Building Lot Site Plan bearing the signature and seal of an Ontario Professional Engineer holding a Certificate of Authorization from Professional Engineers Ontario or who is employed by a partnership or corporation holding such Certificate of Authorization to offer professional engineering services to the public (the "Professional Engineer") or an Ontario Land Surveyor who certifies thereon that it generally conforms with the Lot Grading Plan has been filed with the Chief Building Official of the Township showing:

6.6.1.1 the proposed finished elevation of these lands at each corner of the Lot or Block;

6.6.1.2 the proposed finished elevation of these lands at the front and rear of the building;

6.6.1.3 the proposed finished elevations of the underside of the footings and the proposed finished height of the foundation of the building;

6.6.1.4 the proposed finished elevation of any retaining walls, the proposed elevation of any walk-out onto these lands from the basement of the building, and the proposed elevation of any basement window openings;

6.6.1.5 the proposed finished elevation and slope of any driveway and the proposed location of any swale or rear yard catch basin;

6.6.1.6 any abrupt changes in the proposed finished elevation of these lands; and

6.6.1.7 the Lot and Registered Plan number, the municipal address for the subject Lot or Block and the proposed location of the building thereon in relation to the Lot or Block boundaries.

6.6.2 The Developer hereby agrees that the existing property line grades abutting developed land are not to be altered or disturbed, except as approved otherwise by the Township Engineer.

- 6.6.3 The lot grading plan proposed by the Developer shall provide for the minimum recommended basement/groundwater separation on all lots within the plan of subdivision set out in the hydrogeological report required under Section 1.3.9 of this Agreement.
- 6.7 Owner's Final Grading Certificate
- 6.7.1 No newly constructed building shall be occupied or used unless there is filed, prior to occupancy, in the case of substantial completion on or between June 1 and October 31, or,
- 6.7.2 by the following June 1, in the case of substantial completion on or between November 1 and May 31 next,
- 6.7.3 with the Township Chief Building Official an Owner's Final Grading Certificate in the form attached as Schedule "G" bearing the signature and seal of the Developer's Engineer at the Owner's expense verifying that the actual finished elevation and grading of these lands generally conform with the Lot Grading Plan and the Certified Building Lot Site Plan, and the Township has been reimbursed for the Township Engineer's charges for the Certificate.
- 6.7.4 If occupancy occurs between November 1 and May 31 next and an Owner's Final Grading Certificate as described in Section 6.7.3 is not filed prior to occupancy with the Township Chief Building Official, then the Owner shall provide the Township Chief Building Official with a written undertaking to file the Owner's Final Grading Certificate with the Township Chief Building Official by the following June 1.
- 6.7.5 If and when the Owner's Final Grading Certificate is accepted by the Township Chief Building Official that the Lands generally conform with the Lot Grading Plan and the Certified Building Lot Site Plan, the Damage/Lot Grading Deposit referred to in Section 8.9.8.1 is returnable to the Owner subject to the provisions of Section 6.7.6 and Section 8.9.8.2 of this Agreement.
- 6.7.6 The Owner agrees that, should drainage rectification or repairs to damaged municipal works become necessary in the absolute discretion of the Township, and the Owner fails to make such rectification when so instructed by the Township, the Township may, at its option, undertake the correction of such drainage and all costs over and above the two thousand five hundred dollar (\$2,500.00) deposit (See Section 8.9.8.1) shall be charged back to the Owner and shall include a management fee of fifteen percent (15%) of the cost of labour and material and shall be a charge against the Lot or Block for which regrading was carried out and shall be payable forthwith. The Owner agrees that neither it nor its successors or assigns will alter the grading or change the elevation or contour of the land except in accordance with drainage plans approved by the Township.
- 6.8 Obligation to Maintain Grading
- After the building Lot or Block is graded in accordance with the Lot Grading Plan and the Certified Building Lot Site Plan, no change shall be made to the actual

finished elevation and grading of the building Lot or Block in any way that results in a material alteration of drainage on or across the building Lot or Block or adjacent lands from that shown on the Lot Grading Plan for the adjacent lands or the Owner's Final Grading Certificate for the building Lot or Block. It is agreed and understood that subsection 51 (26) of the Planning Act, R.S.O. 1990, c.P.13 applies and the Township shall enforce this provision against the Developer and all subsequent owners of any Lot or Block, and in addition or alternatively the Township may, in the event that this subsection is contravened, direct that the contravention be remedied by the owner failing which the Township may proceed to remedy the contravention at the owner's expense and it is agreed that the cost thereof may be added to the tax roll and collected in the same manner as taxes.

6.9 Prevention of Surface Water Flow

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

6.10 Erosion Control

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

6.11 Maintenance of Lot Grading

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

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

7.1 Lands for Municipal Purposes

The Developer shall convey in fee simple a good title free from encumbrances to the Township lands for municipal purposes other than roads, which shall be



mutually agreed upon by the Developer and the Township, or to make a cash payment in lieu thereof as stipulated by the Township and also to convey to the Township in fee simple, the 0.3-metre reserves and other lands required by the Township. The deeds/transfers for such lands are to be approved by the Township Solicitor and thereafter forthwith registered and deposited with the Township Clerk. The cost for preparation and registration of the said deeds/transfers shall be paid by the Developer. A list of lands for municipal purposes to be conveyed to the Township shall be set out in Schedule “H” of this Agreement. Where applicable Section 4.3 (Final Acceptance of the Works) must be complied with.

7.2 Easements

The Developer agrees to grant at its expense all such easements and rights-of-ways as may be required for the installation and supply of services to the Subdivision. The Developer shall provide evidence in writing to the Township that easements have been conveyed as required by other utility companies for telephone, natural gas or similar services. A list of easements and rights-of-ways to be granted to the Township shall be set out in Schedule “H” of this Agreement.

7.3 Rear Yard Storm Swale and Structures

Any and all rear yard storm swale and structures not located within a municipal easement shall be maintained by the Developer, and each subsequent Owner of Lots or Blocks within the Plan, including all cost associated to maintenance and repair. The Township is not responsible for any future shared cost.

## **SECTION 8 – ADMINISTRATION**

8.1 Voiding Agreement

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

8.2 Developer’s Expense

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

8.3 Phasing

8.3.1 The Township may instruct the Developer to construct the Works in particular phases suitable to it and the Developer must comply. If the Township does not so instruct the Developer, before commencement of any of the Works the Developer

may request the Township's permission to divide the area of the Subdivision into convenient phases.

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

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

8.3.4 The Township shall not be obliged to pass a by-law under Section 36 of the *Planning Act* removing the Holding Zoning ("H") from the Lands until the following matters have been addressed to the satisfaction of the Township: (a) Township Council passes a resolution assigning water and sanitary servicing capacity; (b) stormwater management has been adequately addressed to the satisfaction of the Township; and, (c) in the case of Lots 24 and 133, adequate highway access, including the extension of Adelaide Street, is provided and the 0.3 m reserve on Block 150 is lifted dedicating Block 150 as a public highway. Township Council shall not be obliged to consider a resolution until the Developer has satisfied all requirements of this Agreement for the servicing of the phase of the development, a determination of availability of servicing capacity has been made by the Township, and the Developer is not in default of any provision herein.

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

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

#### 8.4 Developer's Liabilities

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

#### 8.5 Indemnity and Insurance

8.5.1 **Indemnity** - The Developer, both during and after the term of this Agreement, shall at all times, and at its own cost, expense and risk, defend, indemnify and hold harmless the Township, the Township engineer, its elected officials, officers, employees, volunteers, agents, contractors, and all respective heirs, administrators, executors, successors and assigns from any and all losses, damages (including, but

not limited to, incidental, indirect, special and consequential damages, or any loss of use, revenue or profit by any person, organization or entity), fines, penalties and surcharges, liabilities (including, but not limited to, any and all liability for damage to property and injury to persons, including death), judgments, claims, demands, causes of action, contracts, suits, actions or other proceedings of any kind (including, but not limited to proceedings of a criminal, administrative or quasi criminal nature) and expenses (including, but not limited to, legal fees on a substantial indemnity basis), which the indemnified person or persons may suffer or incur, howsoever caused, arising out of or in consequence of or directly or indirectly, as a result of this Agreement, the Lands, the Services, or as a result of any other matter or thing in connection therewith or pertaining thereto (including, without limitation, damages to existing municipal infrastructure, and the costs to rectify deficiencies and eliminate any nuisances, including the clean-up of exiting roads) required to be performed by the losses, damages, fines, penalties and surcharges, liabilities, judgments, claims, demands, causes of action, contracts, suits, actions or other proceedings of any kind and expenses as defined above are due or claimed to be due to the negligence, breach of contract, and/or breach of law of the Developer, its agents, employees or sub-contractors. This includes claims pursuant to the *Construction Act*, in tort, contract, or otherwise. This shall also include any damage, or interference, resulting from winter road maintenance, or any other works, or actions, undertaken by the Township, its agents, or servants acting as agents of the Owner.

8.5.2 **Insurance** - It is the responsibility of the Developer and its Insurance Broker to review all potential operations and exposures to determine if the coverage and limits noted below are sufficient to address all insurance related exposures presented by the specifications of the Works. The Developer shall insure its undertaking, business, and equipment under the following coverage so as to protect and indemnify and save harmless the Township:

- i.) **General Liability Insurance:** The Owner shall obtain and maintain in full force and effect a policy of comprehensive **general liability insurance** and **completed operations insurance, and owned and non-owned automobile liability insurance** shall provide coverage for a limit of not less than FIVE MILLION DOLLARS (\$5,000,000.00) for each occurrence of a claim of bodily injury (including personal injury), death or property damage, including loss of use thereof, that may arise directly or indirectly out of the acts or omissions of the Owner. Such policy or policies shall be issued in the joint names of the Owner, the Township and the Township's consulting engineer and the form and content shall be subject to the approval of the Township. The policy shall be in effect for the period described in 5.1 of this agreement. The issuance of such policy or policies of insurance shall not be construed as relieving the Owner from responsibility for other or larger claims, if any, for which it may be held responsible. Certificate of Insurance shall be provided prior to the start of construction and on an annual basis. The policy shall specify that it cannot be altered, cancelled or allowed to lapse unless prior notice by registered mail has been received thirty (30) days in advance by the Township.

- ii). Prior to the commencement of the Works, the Developer's Contractor shall forward a Certificate of Insurance evidencing this insurance with the executed Agreement.
- iii). It is also understood and agreed that in the event of a claim any deductible or self-insured retention under these policies of insurance shall be the sole responsibility of the Developer and that this coverage shall preclude subrogation claims against the Township and will be primary insurance in response to claims.
- iv). The Township's claims process for Third Party claims is to refer the claimant, including lien claimants, directly to the Developer and to leave the resolution of the claim with the Contractor. This applies regardless of whether or not it is an insured loss.

Neither the issuance of the policy of insurance, nor the acceptance of the policy of insurance by the Township, will be construed as relieving the Owner from responsibility for other or larger claims, if any, for which it may be held responsible. The Owner acknowledges and agrees that if the insurance policy is inadequate to cover a claim for which the Owner might otherwise be responsible, or the Owner's insurer fails to cover a claim for which the Owner might otherwise be responsible, the Township may utilize any securities provided by the Owner under this Agreement to satisfy the claims.

#### 8.6 Legal Notice to Developer

Any notice required to be given hereunder may be given by registered mail addressed to the Developer at its principal place of business, as found listed in the signing page of this Agreement, and shall be effective as of the date of the deposit thereof in the Post Office.

#### 8.7 Registration

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

#### 8.8 Mortgagee Postponement and Subordination

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

#### 8.9 Requirements for Building Permits

The approval of the Plan by the Township or the acceptance by the Township of the Works shall not be deemed to give any assurance that Township building permits, when applied for will be issued in respect of the Lots or Blocks shown on the Plan.

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

- 8.9.1 Preliminary Acceptance has been granted for Stage 1 and Stage 2 servicing for that phase of the Subdivision, and the lands and easements in Schedule “H” have been conveyed and granted to the Township;
- 8.9.2 the Developer has provided satisfactory documentation to the Township Engineer that Stage 3 of the Subdivision servicing will be completed within six (6) weeks of the date of the issuance of the building permit;
- 8.9.3 the Developer has provided sufficient documentation to the Township Engineer confirming that the remaining underground services, telephone, cable tv, and gas are being scheduled for installation;
- 8.9.4 approval of the Township has been obtained for the construction of any buildings to be erected on Lots or Blocks that may be listed in Schedule “F” hereto;
- 8.9.5 the signs denoting “Unassumed Roads” have been installed at the entrances to the Subdivision;
- 8.9.6 all dead trees within the limit of the Plan have been removed;
- 8.9.7 all street identification signs and traffic signs required by this Agreement have been installed and are in place; and
- 8.9.8.1 payment to the Township by cash or letter of credit in the amount of \$2,500.00 the Works Damage/Lot Grading Compliance Deposit (herein “Damage/Lot Grading Deposit”) provided for in Schedule “M” of which the sum of \$100.00 is non-refundable.
- 8.9.8.2 The balance of the Damage/Lot Grading Deposit shall be refundable in whole or in part after the building has been constructed and occupied, all required CCTV inspections have been completed and submitted with functionality results satisfactory to and approved by the Township, an Owner’s Final Grading Certificate has been filed with and accepted by the Township Chief Building Official and the required service connections have been made and all damages to the Works which form the subject matter of this Agreement resulting from house building and/or landscaping activities on the subject Lot or Block have been repaired to the satisfaction of the Township Chief Building Official and Township Director of Operations.
- 8.9.8.3 With respect to lot grading rectification and return of the Damage/Lot Grading Deposit, see also Section 6.7.6 of this Agreement.

- 8.9.8.4 With respect to repair of damage to the Works, in the event that the Owner fails to repair the damage to the Works when so instructed by the Township Chief Building Official or Township Director of Operations, the Township may, at its option, undertake the repair of such damage and all costs over and above the \$2,500.00 deposit shall be charged back to the Owner and shall include a management fee of fifteen percent (15%) of the cost of labour and material, shall be a charge against the Lot or Block for which repairs were carried out, and shall be payable forthwith;
- 8.9.9.1 payment to the Township by cash or letter of credit in the amount of \$2,000.00 the Trees/Driveway Ramp Deposit provided for in Schedule “M” of which the sum of \$100.00 is non-refundable.
- 8.9.9.2 The balance of the Trees/Driveway Ramp Deposit shall be refundable in whole or in part after any required trees have been planted on the public highway and the required driveway entrance ramp leading to the Lot has been completed, and in the event that the Owner fails to provide and complete the trees and the driveway ramp when so instructed by the Township Chief Building Official or Township Director of Operations, the Township may, at its option, undertake the provision of the trees and driveway ramp and all costs over and above the \$2,000.00 deposit shall be charged back to the Owner and shall include a management fee of fifteen percent (15%) of the cost of labour and material, shall be a charge against the lot, and shall be payable forthwith;
- 8.9.10 payment to the Township by cash in the amount of the current applicable development charges per Lot or Block in the Plan under the Township’s development charges by-law;
- 8.9.11 payment to the Upper Grand District School Board by cash in the amount of the current applicable education development charges per Lot or Block in the Plan under the Upper Grand District School Board’s education development charges by-law;
- 8.9.12 a Certified Building Lot Site Plan has been filed with the Chief Building Official of the Township pursuant to Section 6.6;
- 8.9.13 prior to issuance of building permits for this development, a Professional Engineer qualified to perform acoustical services in the Province of Ontario shall review the builder’s plans to ensure that the sound control measures as recommended in the noise feasibility study prepared by HGC Engineering dated June 9, 2021;
- 8.9.14 the Developer shall install idler spacers for the installation of future water meter as per the current Municipal Servicing Standards drawings;
- 8.9.15 each housing unit within the development for a total of 197 units shall be subject to a fee of FOUR HUNDRED DOLLARS (\$400) per unit for future installation of water meters by the Township; and,
- 8.9.16 payment for water meters as found in 8.9.15 of this agreement shall be submitted to the Township by cash or certified cheque. The Developer shall submit the first payment of TWENTY THOUSAND DOLLARS (\$20,000) for fifty (50) units to the Township prior to the Developer receiving their fiftieth (50th) building

permit. The Developer shall submit the second payment of TWENTY THOUSAND DOLLARS (\$20,000) for the next fifty (50) units to the Township prior to the Developer receiving their one hundredth (100th) building permit. The Developer shall submit the third payment of TWENTY THOUSAND DOLLARS (\$20,000) for the next fifty (50) units to the Township prior to the Developer has receiving their one hundred and fiftieth (150th) building permit. The Developer shall submit the final payment of EIGHTEEN THOUSAND AND EIGHT HUNDRED DOLLARS (\$18,800) for the final forty seven (47) units to the Township prior to the Developer has receiving their one hundred and ninety-fifth (195th) building permit.

8.10 Requirements for Occupancy

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

- 8.10.1 Preliminary Acceptance has been granted for Stage 3 servicing for the phase of the Subdivision including the Lot or Block;
- 8.10.2 the roadway from the entrance of the Subdivision to and including the Lot or Block of which the building is a part, has received the base course asphalt;
- 8.10.3 the electrical distribution plant including street lights have been installed and approved by Wellington North Power Inc. and any other applicable utility company;
- 8.10.4 the traffic and street signs have been installed and approved by the Township Engineer;
- 8.10.5 a certificate issued by an OLS has been given by the Township Chief Building Official that the building location is in compliance with the Zoning By-law of the Township;
- 8.10.6 subject to Section 6.7.4, Section 6.7 has been complied with (and the Township has been reimbursed for the charges described in Section 6.7.3) and the final grading of the Lot or Block is in conformity with the overall grading plan or such variances therefrom as have been approved by the Township Chief Building Official pursuant to Section 6.7.5;
- 8.10.7 the telephone lines and gas mains have been installed and certified by the Developer's Engineer; and
- 8.10.8 the Developer agrees that the preceding requirements in this Section 8.10 are in addition to and not in substitution of the requirements of the Ontario Building Code Act as amended and regulations thereunder with respect to certificates for occupancy.
- 8.10.9 Prior to the issuance of occupancy permits, the municipal building inspector or a Professional Engineer qualified to provide acoustical engineering services in Ontario shall certify that the sound control measures have been properly installed

and constructed, as required and as recommended in the noise feasibility study prepared by HGC Engineering dated June 9, 2021.

8.11 Special Building Permits / Model Homes

- 8.10.10 Pursuant to Section 8.9 building permits are not obtainable until certain services are installed and approved by the Township Engineer. The Township agrees that if the Developer or a builder wishes to obtain a building permit prior to the installation of services, as set out in Section 8.9, a permit may be issued provided the Developer or builder has otherwise complied with this Section and has executed a No-Occupancy Agreement (Schedule "I") and the Township may require a deposit or Letter of Credit as a guarantee of no-occupancy. The Developer agrees that if occupancy is allowed by the Developer prior to completion of all the requirements as set out in Section 8.10, the deposit is immediately forfeited to the Township and the Township may consider this Agreement broken and immediately call any securities held under this Agreement. The Township may also require that the Developer or builder enter into an agreement with the Township to stipulate and define location and timing conditions for the construction of any model home or homes satisfactory to the Township.
- 8.10.11 The maximum amount of special building permits and model home permits shall be a total of four (4).

8.12 Right to Enter into an Agreement

- 8.12.1 The Developer agrees not to call into question directly or indirectly in any proceedings whatsoever in law or in equity or before any administrative tribunal, the right to the Township to enter into this Agreement and to enforce each and every term, covenant and condition herein contained and this Agreement may be pleaded as an estoppel against the Developer in any such proceedings.
- 8.12.2 The Developer acknowledges that the Township is entering into this Agreement and approving the Plan on the express representation of the Developer that it and its successors and assigns shall observe and perform all the provisions of this Agreement and that the Township is of the opinion that the Plan would not be in the public interest if the Developer, its successors and assigns, the owner or owners from time to time of the land within the Plan were not obligated to observe and perform all the provisions hereof except to the extent the Township may lawfully change them.

8.13 Successors and Assigns

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



8.14 Notification of Charges

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

8.14.2 The Developer shall in every Agreement of Purchase and Sale or Offer to Purchase pertaining to any Lot or Block within the Plan notify each purchaser that all persons who make first purchases of land within the plan of subdivision after final approval of the subdivision plan are informed, when the land is transferred, of all the development charges related to this plan of subdivision.

8.15 Scheduling, Progress and Completion

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

8.16 No Township Liability

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

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

- 8.17            Conflict  
 In the event of any conflict between or among the plans and specifications relating to the construction of the Works, the Township Engineer shall decide which provisions shall prevail.
- 8.18            Amendment  
 Without in any way limiting the rights of the Township, the Developer agrees that the Township may, with the consent of the then registered owner of any land within the Plan, amend this Agreement insofar as it specifically affects such land or any part thereof.
- 8.19            First Registration – Land Titles Act  
 The Plan shall not be registered before the title of the Developer to the land within the Plan has been registered pursuant to the provisions for First Registration under the Land Titles Act, R.S.O. 1990, c.L.5, and the appropriate evidence thereof has been registered.
- 8.20            Township Road Entrance Policy  
 The municipal streets which provide access to the Land within the Plan and that part of the Land within the Plan which will be assumed as municipal streets under this Agreement are hereby exempt from the Township road entrance policy.

## **SECTION 9 – FINANCIAL PROVISIONS**

- 9.1            Development Charges, Drainage and Local Improvement Charges
- 9.1.1            The development charges payable to the Township shall be paid in accordance with the current development charges by-law of the Township and this section. The Developer acknowledges and confirms that all charges, payments, works to be constructed or installed, studies to be carried out and all other obligations contained in this Agreement or the cost thereof (except where a charge is referred to herein as a “development charge”) are characterized as:
- 9.1.1.1            local services installed or provided at the expense of the Developer related to or within the Plan of Subdivision as a condition of approval under Section 51 of the Planning Act;
- 9.1.1.2            connections to water and sewer facilities installed at the expense of the Developer; and
- 9.1.1.3            services denoted on approved drawings/documents or specifically noted in this Agreement for which the Developer is making no claim for credits from the development charges by-law, and are not charges related to development within the meaning of the Development Charges Act, 1997 as amended.

- 9.1.2 The Developer covenants and agrees as follows:
- 9.1.2.1 **Early DC Payment.** If provided for in the current development charges by-law pursuant to Section 26 of the Development Charges Act, 1997, as amended, and only if required by the Township, to pay upon execution of this Agreement development charges for what are commonly known as “hard services” related to water supply, waste water, storm water drainage and control, highway and electrical power services as applicable.
- 9.1.2.2 **Regular DC Payment.** The Developer further covenants and agrees to pay all other development charges under the applicable development charges by-law of the Township, or under any other development charges by-law, if not paid earlier, at the time of building permit issuance in an amount to be calculated at the full rate applicable at the time of individual Building Permit issuance.
- The Developer hereby releases and forever discharges the Township from any and all claims for credits against development charges payable hereunder or payable at the issuance of a building permit or permits for construction within the Plan of Subdivision and the Developer hereby waives all such claims for credits except for the credits that may be specified in any schedule forms part of this Agreement. Any such credits so specified in any schedule forming part of this Agreement. Any such credits so specified herein and the calculation thereof shall be deemed to be conclusive and binding on the Developer.
- 9.1.3 The Developer agrees to pay for all arrears of taxes outstanding against the property herein described before the approval of the said Plan is obtained. The Developer further undertakes and agrees to pay all taxes levied on the said lands on the basis and in accordance with assessment and collector’s roll entries until such time as the lands herein being subdivided have been assessed and entered on the Collector’s Roll according to the Registered Plan.
- 9.1.4 Before the Plan is approved the Developer agrees to commute and pay all charges made with respect to the Drainage Act, R.S.O. 1990, c.D.17, and the Municipal Act, 2001, S.O. 2001, c.25 including but not limited to charges or rates outstanding in respect of the Lands under any sewer rate and/or water rate by-law which are assessed against the Lands on the Plan. Before the Plan is approved the Developer agrees to compute and pay the Township’s share of any charges made under the said Drainage Act, and the said Municipal Act, 2001 for facilities presently servicing the Lands and assessed against it.
- 9.2 **Securities**
- Prior to the start of construction, the Developer shall deposit with the Township to cover the faithful performance of the contract for the installation of the said services and the payment of all obligations and contingencies arising thereunder the following securities (subject to Sections 8.3.1 and 8.3.2 regarding phasing if applicable):

- 9.2.1 cash in the amount of one hundred percent (100%) of the estimated cost of the said Works set out in Schedule “E” and as approved by the Township Engineer or the Township’s Chief Administrative Officer; or
- 9.2.2 An irrevocable Letter of Credit from a chartered bank, issued in form and content satisfactory to the Township’s Chief Administrative Officer, in the amount of one hundred percent (100%) of the estimated cost of the Works as set out in Schedule “E” and as approved by the Township Engineer or the Township’s Chief Administrative Officer.
- 9.2.3 Prior to depositing the securities, the Developer’s Engineer shall submit an estimate of the cost of the Works to the Township Engineer for approval. When the cost estimate has been approved it will be set out in Schedule “E” of this Agreement and will become the basis for the limits of these securities. In the event that the construction of the Works is to be done in phases pursuant to Section 8.3.1, then this subsection and Schedule “E” will apply to the first phase, and with respect to any subsequent phase Sections 8.3.4 and 8.3.5 shall apply and before commencing construction of any of the Works for any subsequent phase the Developer’s Engineer shall submit an estimate of the cost of the Works for such phase to the Township Engineer for approval and when the cost estimate has been approved it will become the basis for the amount of the security required for each phase.
- 9.2.4 All Letters of Credit shall be for a minimum guaranteed period of one (1) year or such longer time as the Township may decide. All Letters of Credit referred to in this Section 9.2 shall contain the following clause:  
 “It is a condition of the Letter of Credit that it shall be deemed to be automatically extended without amendment from year to year from the present or any future expiration date hereof, unless at least thirty (30) days prior to the present or any future expiration date, we notify you in writing by registered mail that we elect not to consider this Letter of Credit to be renewable for any additional period.”
- 9.2.5 Unless each and every Letter of Credit is renewed as noted above, no application for a building permit shall be made and the Township shall have the absolute right to prohibit occupancy of homes, whether partially or fully completed, from the said date thirty (30) days prior to the expiration of that Letter of Credit.
- 9.3 Reduction of Securities
- 9.3.1 An application for the reduction of security on deposit with the Township pursuant to Section 9.2 herein may be made no earlier than thirty (30) days after the commencement of construction of the Works and every thirty (30) clear days thereafter. Security reductions are to occur in conjunction with Preliminary Acceptance of the Stages of construction.
- 9.3.2 To obtain a reduction in security the Developer shall file with the Township Engineer a written application in accordance with Schedule “J” attached hereto.
- 9.3.3 The application shall include written confirmation from the Developer’s Engineer:

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

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

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

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

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

#### 9.4 Statutory Declaration of Accounts Paid

The Developer agrees that upon applying for a discharge of securities or for a Certificate of Preliminary Acceptance for the services within the Subdivision, the Developer shall supply the Township with a Statutory Declaration, found in Schedule "O", that all accounts for work and materials for said services have been paid except normal guarantee holdbacks and that there are no claims for liens or

otherwise in connection with such work done or materials supplied for or on behalf of the Developer in connection with the Subdivision.

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

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

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

9.6 Partial Release

9.6.1 Upon receipt of confirmation from the Township Engineer and upon being satisfied that the obligations of the Developer under this Agreement have been performed, with the exception of the lot grading requirements included in Section 6, the Township shall execute a partial release of this Agreement, in the form attached hereto as Schedule “K”, and the delivery and registration of such partial release shall constitute a full and final release of the obligations of the Developer under this Agreement, with the exception of lot grading requirements included in Section 6, with respect to the lot or lots named therein.

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

**SECTION 10 – SPECIAL PROVISIONS AND EXCEPTIONS**

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

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**SCHEDULE "A" OF THE SUBDIVISION AGREEMENT****DESCRIPTION OF LANDS BEING SUBDIVIDED**

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 PKLT 8 N/S SMITH ST, CROWN SURVEY ARTHUR VILLAGE, PT 2, 61R10854, PART PKLT 3 S/S DOMVILLE ST SURVEY CROWN ARTHUR VILLAGE; PART PKLT 4 S/S DOMVILLE ST SURVEY CROWN ARTHUR VILLAGE PART 3 60R1199; PART PKLT 6 N/S SMITH ST SURVEY CROWN ARTHUR VILLAGE; PART PKLT 7 N/S SMITH ST SURVEY CROWN ARTHUR VILLAGE PART 4 60R1199 & PT 2 60R3022; ; TOWNSHIP OF WELLINGTON NORTH

Property Identifier Number (PIN): 71096-0163 (LT)



**SCHEDULE "B" OF THE SUBDIVISION AGREEMENT****IDENTIFICATION OF DRAFT PLAN**

County of Wellington File No. 23T-20202, as last revised, prepared and dated February 23, 2022, by Glen Schnarr and Associates Inc. (GSAI) Planning Consultants, certified by Jamie Laws, Van Harten Surveying Inc. on July 27, 2020 showing Semi-Detached Residential Lots 1-133 (being 133 units); Townhouse Lots 134-143 (being 64 units); Storm Management Pond Block 144; Park and Linear Parkette Blocks 145 and 146; Walkway Block 147; Pipe Blocks 148 and 149; Road (2.98 ha) on 11.22 hectares of land.

**SCHEDULE "C" OF THE SUBDIVISION AGREEMENT****Township of Wellington North Municipal Servicing Standards**

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

**SCHEDULE “D” OF THE SUBDIVISION AGREEMENT**

**WORKS TO BE CONSTRUCTED**

The Works to be constructed as detailed in the drawings and documents list below:

1. Cachet Developments (Arthur) Inc. Part of Park Lots 6, 7 and 8 North side of Smith Street Part of Park Lots 3 and 4 South side of Domville Street Crown survey (Geographic Village of Arthur) Township of Wellington North County of Wellington, Project No. 20-442, Engineer’s Drawings prepared by Urbtech Engineering Inc., 1200 Speers Road, Suite 8, Oakville, Ontario, L6L 2X4, bearing the signature and seal of Andre Jaworski, P.Eng., Registered Professional Engineer over the date of June 29, 2022, including the following drawings:

<b>Dwg #</b>	<b>Drawing Name /Description</b>	<b>Date</b>	<b>Revision #</b>
	Cover		
N1	General Notes	June 29, 2022	#5
SED-1	Sediment Control Plan	June 29, 2022	#5
SN1	Erosion and Sediment Control Details	June 29, 2022	#5
GU1	General Underground Plan	June 29, 2022	#5
GA1	General Aboveground Plan	June 29, 2022	#5
T1	Signage and Pavement Marking Plan	June 29, 2022	#5
UT-1	Composite Utility Plan	June 29, 2022	#5
D1	Storm Drainage Plan	June 29, 2022	#5
D2	Sanitary Drainage Plan	June 29, 2022	#5
POND	Quality and Quantity SWM Pond	June 29, 2022	#5
PSEC-1	Pond Section	June 29, 2022	#5
PSEC-2	Pond Section	June 29, 2022	#5
G1	Grading Plan	June 29, 2022	#5
P1	Adelaide Street STA 0+000 to 0+240	June 29, 2022	#3
P2	Adelaide Street STA 0+240 to 0+322.23	June 29, 2022	#3
P3	Street ‘B’ STA 0+000 to 0+160	June 29, 2022	#3
P4	Street ‘B’ STA 0+160 to 0+280.38	June 29, 2022	#3
P5	Street ‘C’ STA 0+000 to 0+186.97	June 29, 2022	#3
P6	Street ‘D’ STA 0+000 to 0+240	June 29, 2022	#3
P7	Street ‘D’ STA 0+240 to 0+420	June 29, 2022	#3
P8	Street ‘D’ STA 0+420 to 0+556.74	June 29, 2022	#3
P9	Street ‘E’ STA 0+000 to 0+198.97	June 29, 2022	#3
P10	Storm Sewer Block 148 and 149	June 29, 2022	#3
P11	Storm Sewer Block 147	June 29, 2022	#3
P12	Storm Sewer at Easement Lot 44/45	June 29, 2022	#3
P13	Storm Sewer Block 145	June 29, 2022	#3
P14	Storm Sewer Lot 4 to Lot 10 and Lot 6/7	June 29, 2022	#3
P15	Storm Sewer Lot 16/17 and Lot 15-18	June 29, 2022	#3
P16	Storm Sewer Lot 102/103 and Lot 100-107	June 29, 2022	#3
P17	Storm Sewer Lot 93/94 and Lot 91-96	June 29, 2022	#3
P18	Storm Sewer Lot 20/21, Lot 21/22 and Lot 133	June 29, 2022	#3
P19	Storm Sewer Lot 18/19, Lot 122-125 and Lot 123/124	June 29, 2022	#3
DET-1	Typical Road S5ection and Grading Details	June 29, 2022	#5
DET-2	Community Mail Boxes Details & Surface and Sign Details	June 29, 2022	#5
DET-3	Servicing Details	June 29, 2022	#5
DET-4	Watermain Connection Details	June 29, 2022	#5
DET-5	Details and Sections	June 29, 2022	#5
	Stormwater Management Implementation Report	Feb. 11, 2022	

2. Proposed Residential Subdivision, Domville Street & Preston Street North, Village of Arthur, Township of Wellington, Project No. 23-5662, Engineer's Drawings prepared by Strybos Barron King Landscape Architecture, 5770 Hurontario, Ontario, L5R 3G5, bearing the signature and seal of Joshua D. Beitz, Registered Landscape Architect, including the following drawings:

<b>Dwg #</b>	<b>Drawing Name /Description</b>	<b>Date</b>	<b>Revision #</b>
L100	Key Plan	June 29, 2022	#2
L101	Landscape Plan	June 29, 2022	#2
L102	Landscape Plan	June 29, 2022	#2
L103	SWM Pond Landscape Plan	June 29, 2022	#2
L200	Details	June 29, 2022	#2

**SCHEDULE "E" OF THE SUBDIVISION AGREEMENT**

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

Total amount required for security as part of this agreement is **\$10,575,000.00**.



**CONSTRUCTION COST ESTIMATE FOR SUBDIVISION AGREEMENT**

*Date: Revised July 4, 2022*

**OWNER: CACHET DEVELOPMENTS (ARTHUR) INC.**  
**RESIDENTIAL DEVELOPMENTS**

ITEM	DESCRIPTION	AMOUNT
<b>Earthworks</b>		
A	Fill import operations and Earthworks	\$1,557,936.00
<b>Construction</b>		
B	Storm Sewers and Appurtenances	\$2,372,432.00
C	Sanitary Sewers and Appurtenances	\$874,725.00
D	Watermain and Appurtenances	\$798,105.00
E	Roads (20.0m ROW) - Subdivision	\$1,391,785.00
F	Miscellaneous	\$519,440.00
	Sub-Total	\$7,514,423.00
	10% Engineering	\$751,442.30
	13% HST	\$976,874.99
	10% Contingency	\$751,442.30
	<b>Total (Urbtech Engineering Inc.)</b>	<b>\$9,994,182.59</b>
<b>Hydro Distribution &amp; Streetlighting</b>		
	<i>Provided by RTG Systems Inc.</i>	\$224,442.88
	10% Engineering	\$22,444.29
	13% HST	\$29,177.57
	10% Contingency	\$22,444.29
	<b>Total Hydro Distribution &amp; Streetlighting</b>	<b>\$298,509.03</b>
<b>Landscape</b>		
	<i>Provided by SBK Landscape Architecture</i>	\$211,770.00
	10% Engineering	\$21,177.00
	13% HST	\$27,530.10
	10% Contingency	\$21,177.00
	<b>Total Landscaping</b>	<b>\$281,654.10</b>
<b>Prepared by:</b>	<i>Bartosz Jaworski</i>	<i>04-Jul-22</i>
	<i>Bartosz Jaworski</i>	<i>Date</i>

1. Civil works cost estimate is dated May 30, 2022, prepared by Urbtech Engineering Inc.

CONSTRUCTION COST FOR SUBDIVISION AGREEMENT  
CACHET DEVELOPMENTS (ARTHUR) INC.

Page 1  
2022-05-30

Item No.	Spec. Code	DESCRIPTION	Quantity	Unit	Unit Price	Total
<b>Section 1: Fill Import Operations and Earthworks</b>						
<b>Part A: Site Preparation</b>						
A01		Clear and grub; including removal of the remaining existing trees, stumps, rocks, roads and appurtenances.	1	ls	\$36,000.00	\$36,000.00
A02		<del>Installation of temporary driveway and culvert, including future removal of driveway and disposal of culvert off site- Deleted</del>	1	ls	\$0.00	\$0.00
A03		Construction of mud mat, refer to details on dwg SN1	2	ls	\$6,400.00	\$12,800.00
A04		<del>Topsoil stripping and stockpile on site- Deleted</del>	2,500	m <sup>3</sup>	\$0.00	\$0.00
A05		<del>Installation of heavy duty double sediment fence at topsoil stockpile- Deleted</del>	330	m	\$0.00	\$0.00
A06		Import of engineered fill, place and compact on site. Fill shall have a minimum percolation rate of 25mm/hour.	26,500	m <sup>3</sup>	\$20.00	\$530,000.00
A07		Heavy duty sediment fence, refer to details on dwg SN1	2,100	m	\$15.50	\$32,550.00
A08		<del>Silt-sack catchbasin sediment control trap, refer to details on dwg SN1</del>	80	ea	\$175.00	\$14,000.00
A09		Rear lot catchbasin/DICB sediment trap, refer to details on dwg SN1	27	ea	\$300.00	\$8,100.00
A10		Cut off swales	856	m	\$6.00	\$5,136.00
A11		Rock flow check dams	36	ea	\$300.00	\$10,800.00
A12		Temporary Sediment Pond, including hickenbottom riser outlet and rip rap	2	ea	\$13,000.00	\$26,000.00
A13		<del>Temporary hickenbottom riser outlet with 15m -300mm PCV pipe and rip rap as per detail on SN1- Deleted</del>	1	ea	\$0.00	\$0.00
A14		Temporary Filter Rings as per detail on SN1	2	ea	\$1,500.00	\$3,000.00
A15		Topsoil stripping and stockpiling on Blk 146	8,500	m <sup>3</sup>	\$5.40	\$45,900.00
A16		Topsoil stripping and disposal off site	17,000	m <sup>3</sup>	\$14.25	\$242,250.00
A17		Cut to Fill	35,200	m <sup>3</sup>	\$5.50	\$193,600.00
A18		Import of engineered fill, place and compact on site. Fill shall have a minimum percolation rate of 25mm/hour.	2,000	m <sup>3</sup>	\$20.00	\$40,000.00
A19		Relocation of existing ditch and decommissioning after completion of SWM Pond	320	m	\$30.00	\$9,600.00
A20		Import and Installation of clay pond Liner - 1.0m Thick	10,000	m <sup>2</sup>	\$24.00	\$240,000.00
A21		3.0m x 2.4m water quality pond inlet control structure, as per details on drawings PSEC-1 and PSEC-2. Including 150mm to 200mm CRL stone on filter cloth, concrete block under reverse pipe, orifice pipe and weir, and 10m of 300mm reverse pipe, 1.0m clay anti seepage plug.	1	ea	\$12,500.00	\$12,500.00
A22		Turnstone on spillway as per POND drawing	1,000	m <sup>2</sup>	\$15.00	\$15,000.00
A23		2-300mm PVC equalization pipes as per POND drawing	1	Ls	\$6,500.00	\$6,500.00
A24		150mm to 300mm rip rap along wetted parameter as per POND drawing	320	m <sup>2</sup>	\$20.00	\$6,400.00
A25		150mm to 200mm river rock at forebay berm as per POND drawing	600	m <sup>2</sup>	\$20.00	\$12,000.00
A26		Pond Fine Grading	12,000	m <sup>2</sup>	\$1.15	\$13,800.00
A27		Pond Topsoil & Seeding	12,000	m <sup>2</sup>	\$3.50	\$42,000.00
<b>Total of Part A: Fill import operations and Earthworks</b>						<b>\$1,557,936.00</b>

- Notes: The cost of the items above should include the following:
- 1) All sediment devices must be maintained during construction and repaired or replaced as necessary.  
ONCE BUILDER TAKES CONTROL OF SITE EROSION CONTROL MAINTENANCE IS THEIR RESPONSIBILITY
  - 2) Once all grading and building operations is completed the sediment devices must be removed and area restored.  
TO BE COMPLETED BY BUILDER

CONSTRUCTION COST FOR SUBDIVISION AGREEMENT  
 CACHET DEVELOPMENTS (ARTHUR) INC.

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Item No.	Spec. Code	DESCRIPTION	QTY.	Unit	Unit Price	Total
<b>Section 2: Construction</b>						
<b>Part B: Storm Sewers and Appurtenances</b>						
B01		250mm dia. pvc. pipe	23	m	\$210.00	\$4,830.00
B02		300mm dia. Conc pipe	883	m	\$205.00	\$181,015.00
B03		300mm dia. Conc pipe, insulated	289	m	\$210.00	\$60,690.00
B04		375mm dia. Conc. pipe	248	m	\$210.00	\$52,080.00
B05		375mm dia. Conc pipe insulated	70	m	\$215.00	\$15,050.00
B06		450mm dia. conc. pipe	197	m	\$225.00	\$44,325.00
B07		450mm dia. conc. Pipe, insulated	35	m	\$375.00	\$13,125.00
B08		525mm dia. conc. pipe	292	m	\$335.00	\$97,820.00
B09		525mm dia. conc. pipe insulated	35	m	\$415.00	\$14,525.00
B10		600mm dia. conc. pipe	350	m	\$342.00	\$119,700.00
B11		675mm dia. conc. pipe	103	m	\$442.00	\$45,526.00
B12		750mm dia. conc. pipe	71	m	\$535.00	\$37,985.00
B13		825mm dia. conc. pipe	41	m	\$585.00	\$23,985.00
B14		1050mm dia. conc. pipe	30	m	\$886.00	\$26,580.00
B15		1220 x 1920 HE conc. pipe insulated	30	m	\$2,090.00	\$62,700.00
B16		1220 x 1920 HE conc. pipe	146	m	\$1,835.00	\$267,910.00
B17		Remove existing 900mm dia. culvert and dispose off site. Install 36.5m 1800 x 1220 conc. Box pipe, including restoration under Preston Street and Plunge Pool as per PSEC-1	1	ea	\$95,725.00	\$95,725.00
B18		Cut off wall	1	ea	\$2,500.00	\$2,500.00
B19		Head Wall - OPSD 804.030, including chute blocks and 150mm to 250mm rip rap	3	ea	\$27,910.00	\$83,730.00
B20		1500mm dia. manholes	1	ea	\$8,200.00	\$8,200.00
B21		1800mm dia. manholes	2	ea	\$10,205.00	\$20,410.00
B22		CBMH 1500mm dia. manholes	14	ea	\$8,200.00	\$114,800.00
B23		DCBMH 1500mm dia. manholes	13	ea	\$9,450.00	\$122,850.00
B24		DCBMH 1800mm dia. manholes	3	ea	\$12,785.00	\$38,355.00
B25		STM MH 3.0 x 2.4 dia. manholes including Grating as per Det on DET-5	3	ea	\$28,200.00	\$84,600.00
B26		3000mm dia Manhole	1	ea	\$28,200.00	\$28,200.00
B27		Remove existing HW and dispose off site and install new 1800mm dia. CBMH	1	ea	\$11,500.00	\$11,500.00
B28		DICB in rear lots	17	ea	\$3,650.00	\$62,050.00
B29		Rear Lot Catchbasin OPSD 705.010	14	ea	\$4,800.00	\$67,200.00
B30		Single street catchbasin incl. 250mm dia. PVC lead pipe OPSD 705.010	6	ea	\$5,455.00	\$32,730.00
B31		Double street CB including 300mm dia. PVC lead pipe OPSD 705.020	14	ea	\$6,525.00	\$91,350.00
B32		Single service connection	197	ea	\$1,350.00	\$265,950.00
<b>Total of Part B: Storm Sewers and Appurtenances</b>						<b>to be continued</b>

**CONSTRUCTION COST FOR SUBDIVISION AGREEMENT  
 CACHET DEVELOPMENTS (ARTHUR) INC.**

Item No.	Spec. Code	DESCRIPTION	QTY.	Unit	Unit Price	Total
<b>Section 2: Construction</b>						
<b>Part B: Storm Sewers and Appurtenances</b>						
B33		Adjusting manhole, CBMH, DCBMH tops to finished grade incl curb	56	ea	\$465.00	\$26,040.00
B34		Adjusting CB's to finished grade (DCB as two), including curb	34	ea	\$735.00	\$24,990.00
B35		Bulkhead in MH, including installation and removal	4	ls	\$240.00	\$960.00
B36		200mm dia. subdrain along rear lots as per detail on DET3	750	m	\$92.00	\$69,000.00
B37		Subdrain riser as per detail on the details drawing SN1	20	ea	\$435.00	\$8,700.00
<b>Total of Part B: Storm Sewers and Appurtenances</b>						<b>\$2,372,397.00</b>



Item No.	Spec. Code	DESCRIPTION	QTY.	Unit	Unit Price	Total
<b>Section 2: Construction</b>						
<b>Part C: Sanitary Sewers and Appurtenances</b>						
C01		200mm dia. PVC SDR 35 pipe	1,500	m	\$235.00	\$352,500.00
C02		1200mm dia. manholes	26	ea	\$6,700.00	\$174,200.00
C03		Single service connection (135mm SDR 28 PVC)	197	ea	\$1,350.00	\$265,950.00
C04		Adjusting manhole tops to finished grade	26	ea	\$465.00	\$12,090.00
C05		Bulkhead in MH, including installation and removal	4	ls	\$200.00	\$800.00
<b>PRESTON STREET</b>						
C06		Cut and install MH on 375mm Sanitary sewer	4	ea	\$13,650.00	\$54,600.00
C07		Adjust sanitary MH top to final grade in Preston street	4	ea	\$465.00	\$1,860.00
<b>LOT 25</b>						
C08		Single service connection to existing 200mm sanitary sewer on Domville. Price to include partial road closure, traffic signage and reinstatement of roadway and Blvd. (To be completed at same time of new water connection)	1	ea	\$12,725.00	\$12,725.00
<b>Total of Part C: Sanitary Sewers and Appurtenances</b>						<b>\$874,725.00</b>

CONSTRUCTION COST FOR SUBDIVISION AGREEMENT  
 CACHET DEVELOPMENTS (ARTHUR) INC.

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Item No.	Spec. Code	DESCRIPTION	QTY.	Unit	Unit Price	Total
<b>Section 2: Construction</b>						
<b>Part D: Watermain and Appurtenances</b>						
D01		150mm dia. PVC watermain, incl. plugs, tees, bends, pressure testing, swabbing and disinfection	1,550	m	\$210.00	\$325,500.00
D02		150mm dia. V & B w/ temp. 2x4 marker painted blue, including adjustment to finished grade	20	ea	\$1,800.00	\$36,000.00
D03		Hydrant and Valve set, w/ temp. 2x4 marker painted blue on valve box	14	ea	\$10,265.00	\$143,710.00
D04		Hydrant Markers	14	ea	\$80.00	\$1,120.00
D05		Single water service connection w/ temp. 2x4 marker painted blue	197	ea	\$1,225.00	\$241,325.00
D06		Connection to 150mm dia. watermain. Cut in 150x150x150 tee on existing watermain, including restoration to base asphalt.	2	ea	\$6,865.00	\$13,730.00
D07		Cut in 150 V & B on existing watermain and restoration to base asphalt	3	ea	\$6,845.00	\$20,535.00
D08		Connection to existing 150x 150 x 150 tee within Preston Street, including restoration to base asphalt.	2	ea	\$6,325.00	\$12,650.00
<b>LOT 25</b>						
D09		Single 25mm copper type K water service connection to existing 150mm watermain on Domville. Price to include partial road closure, traffic signage and reinstatement of roadway and Blvd. (To be completed at same time of new sanitary connection)	1	ea	\$3,535.00	\$3,535.00
<b>Total of Part D: Watermain and Appurtenances</b>						<b>\$798,105.00</b>

CONSTRUCTION COST FOR SUBDIVISION AGREEMENT  
 CACHET DEVELOPMENTS (ARTHUR) INC.

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Item No.	Spec. Code	DESCRIPTION	QTY.	Unit	Unit Price	Total
<b>Section 2: Construction</b>						
<b>Part E: Roads (20.0m ROW) - Subdivision (Internal)</b>						
E01		Fine grade subgrade	15,500	m <sup>2</sup>	\$1.50	\$23,250.00
E02		Granular 'B' - 450mm min. depth	15,500	m <sup>2</sup>	\$13.25	\$205,375.00
E03		Granular 'A' - 150mm min. depth	15,500	m <sup>2</sup>	\$10.75	\$166,625.00
E04		HL 4 - 50mm min. depth	13,500	m <sup>2</sup>	\$14.00	\$189,000.00
E05		Clean road base	13,500	m <sup>2</sup>	\$0.15	\$2,025.00
E06		Tack coat	13,500	m <sup>2</sup>	\$0.90	\$12,150.00
E07		HL3 - 40mm min. depth	13,500	m <sup>2</sup>	\$10.50	\$141,750.00
E08		Temp curb	3,000	m	\$43.00	\$129,000.00
E09		Full curb OPSD 600.040, incld. Saw cutting Removal and Replacement of temporary curb and base asphalt replacement, including padding	3,000	m	\$67.00	\$201,000.00
E10		Subdrain at curb, including subdrain proofing prior to top asphalt	3,000	m	\$30.00	\$90,000.00
E11		1.5m wide concrete sidewalk OPSD 310.010 and OPSS 351. Sidewalk shall be min. thickness of 125mm. The thickness shall be increased to 175mm where sidewalk crosses driveway	1,400	m	\$100.00	\$140,000.00
E12		Tactile walking surface indicator	100	ea	\$215.00	\$21,500.00
E13		Asphalt for padding and settlement of base course, including AC Index adjustment	300	t	\$100.00	\$30,000.00
<b>PRESTON STREET - ENTRANCES ONLY (External)</b>						
E14		Fine grade subgrade	500	m <sup>2</sup>	\$1.50	\$750.00
E15		Granular 'B' - 450mm min. depth	500	m <sup>2</sup>	\$13.25	\$6,625.00
E16		Granular 'A' - 150mm min. depth	500	m <sup>2</sup>	\$10.75	\$5,375.00
E17		HL 4 - 50mm min. depth	400	m <sup>2</sup>	\$14.00	\$5,600.00
E18		HL3 - 40mm min. depth	400	m <sup>2</sup>	\$20.00	\$8,000.00
E19		Temp curb	120	m	\$43.00	\$5,160.00
E20		Full curb OPSD 600.040, incld. Saw cutting Removal and Replacement of temporary curb and base asphalt replacement, including padding	120	m	\$67.00	\$8,040.00
E21		Clean road base	400	m	\$0.50	\$200.00
E22		Tack coat	400	m <sup>2</sup>	\$0.90	\$360.00
<b>Total of Part E : Roads</b>						<b>\$1,391,785.00</b>

CONSTRUCTION COST FOR SUBDIVISION AGREEMENT  
 CACHET DEVELOPMENTS (ARTHUR) INC.

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 2022-05-30

Item No.	Spec. Code	DESCRIPTION	QTY.	Unit	Unit Price	Total
<b>Section 2: Construction</b>						
<b>Part F: Miscellaneous</b>						
F01		Temporary street name sign on 4x4 post (2 signs per post)	9	ea	\$425.00	\$3,825.00
F02		Permanent street name sign on post w/ stop sign (2 street signs on post)	9	ea	\$200.00	\$1,800.00
F03		Stop sign on U-Flanged post	9	ea	\$395.00	\$3,555.00
F04		Stop Bar - painted	9	ea	\$285.00	\$2,565.00
F05		No parking signs (RB-51) on U-Flanged post	50	ea	\$385.00	\$19,250.00
F06		Dead end barricade, with Checkered Board sign on post OPSD 973.130 with Wa-8 and Wa-33L at sidewalk	1	ea	\$1,200.00	\$1,200.00
F07		Unassumed road sign on 4x4 wood post, incld removal	4	ea	\$550.00	\$2,200.00
F08		Flush and CCTV Inspection of storm and sanitary for preliminary acceptance/maintenance period (after base asphalt and curb is placed), this also includes services to Property Line.	1	ea	\$125,000.00	\$125,000.00
F09		Flush and CCTV Inspection of storm and sanitary as part of preparation to surface asphalt (main only)	1	ea	\$35,000.00	\$35,000.00
F10		Flush and CCTV inspection of storm and sanitary for final acceptance (main only)	1	ea	\$35,000.00	\$35,000.00
F10a		To be read in conjunction with F10 - Flush and CCTV sanitary lateral at final acceptance	1	ea	\$15,000.00	\$15,000.00
F11		Clean catchbasins/DICB's for preliminary acceptance/maintenance period	45	ea	\$80.00	\$3,600.00
F12		Clean manholes, CBMH, DCMH for preliminary acceptance/maintenance period	68	ea	\$70.00	\$4,760.00
F13		Clean catchbasins/DICB's for final acceptance	45	ea	\$80.00	\$3,600.00
F14		Clean manholes for final acceptance	68	ea	\$70.00	\$4,760.00
F15		Pond cleaning and dredging prior to preliminary acceptance/maintenance period	1	ea	\$18,000.00	\$18,000.00
F16		Pond cleaning and dredging prior to final assumption	1	ea	\$17,000.00	\$17,000.00
F17		Sediment fence repair	30	hr	\$200.00	\$6,000.00
F18		Dewatering (less then 400,000 l per day)	1	ea	\$6,000.00	\$6,000.00
F19		Soakaway pits as per detail on DET-5	32	ea	\$1,985.00	\$63,520.00
F20		Infiltration trench 3.0m x 40.0mx 1.0m on Blk 146	1	ea	\$13,200.00	\$13,200.00
F21		Infiltration trench 0.8m x 100.0m x 1.0m on lots 77 - 85	1	ea	\$11,000.00	\$11,000.00
F22		Infiltration trench 1.1m x 50.0m x 1.0m on lots 44- 46 and 76	1	ea	\$6,140.00	\$6,140.00
F23		Infiltration trench 1.0m x 50.0m x 1.0m on lots 86-89	1	ea	\$6,140.00	\$6,140.00
F24		4.0m wide pond maintenance access road to Forebay as per detail B-B on PSEC-1	70	m	\$350.00	\$24,500.00
F25		2.5m wide asphalt walkway as per Section D-D on PSEC-1	90	m	\$145.00	\$13,050.00
F26		4.0m wide access/walkway as per Section F-F on PSEC-1	155	m	\$285.00	\$44,175.00
F27		Double Swing Gate at walkways and access road as per details on drawing DET-2	4	ea	\$6,725.00	\$26,900.00
F28		Temporary mailbox pad	1	ea	\$1,100.00	\$1,100.00
F29		Removal of temporary mailbox pad and installation of permanent mailbox pad	1	ea	\$1,600.00	\$1,600.00
<b>Total of Part F: Miscellaneous</b>						<b>\$519,440.00</b>

2. Hydro distribution and streetlighting Works cost estimate is revised date July 4, 2022, prepared by RTG Systems Inc.



July 4, 2022

*Via PDF Email Only.*

Urbtech Engineering Inc.  
1200 Speers Road, Suite 8  
OAKVILLE ON L6L 2X4

**Attention:** Mr. Bartosz Jaworski, BA, CSC

**Reference:** Preston Street Development  
Hydro Distribution & Street Lighting System  
Our File: 05676-00

**Dear Sir:**

Pleased be advised that the total cost to supply and install the required municipal streetlighting system in the above referenced development is \$224,442.88 not including HST or Contingency Amounts.

We trust that this information is satisfactory for your current purposes, however, if there are any questions or concerns do not hesitate to call.

**Yours truly,**

*Mark Gayowsky*

**Mark A. Gayowsky**  
**Principal**

**Copy To:** Cachet Developments (Arthur) Inc. - ATTN: Mr. Marcus Gagliardi

3518 Mainway, Suite 201  
BURLINGTON ON L7M 1A8  
E-Mail: general@rtgsystems.com

Telephone: (905) 335-4470  
Alternate: (905) 827-7887

**Itemized Street Lighting Cost Estimate**

<b>Subdivision:</b>	<b>Preston Street Development</b>			
<b>RTG File:</b>	<b>05676-00</b>			
<b>Date:</b>	<b>July 4, 2022</b>			
<b>Drawing Revision:</b>	<b>R5</b>			
	<b>Item</b>	<b>Unit Rate</b>	<b>Quantity</b>	<b>Estimated Cost</b>
	9.9m Pole & 72W LED SL Assembly	\$ 3,652.48	38	\$ 138,794.24
	Power Supply Pedestal	\$ 6,121.57	2	\$ 12,243.14
	S/L Terms at Pedestal	\$ 22.05	11	\$ 242.55
	Pedestal Supply Cable 3-#2 RWU Cu	\$ 35.11	75	\$ 2,633.25
	Street Light Circuit Cable 3-#6 RWU Cu	\$ 15.11	2460	\$ 37,170.60
	50mm Duct	\$ 15.36	2100	\$ 32,256.00
	ESA	\$ 1,103.10	1	\$ 1,103.10
			<b>Estimated S/L Cost:</b>	<b>\$ 224,442.88</b>

*Mark Gayowsky* 2022.07.04  
Prepared and Certified By: Mark A. Gayowsky, Principal

3. Landscape Works cost estimate is dated June 29, 2022, prepared by Strybos Barron King Landscape Architecture.



STRYBOS BARRON KING  
LANDSCAPE ARCHITECTURE

PARTNERS BRYN BARRON, OALA, CSLA, ISA  
ALISTAIR JOHNSTON, LOHTA, ISA, ASCA  
MATHIEU STRYBOS, OALA, CSLA  
ASSOCIATES SALVATORE VIOLA, OALA, CSLA  
MATTHEW REGIMBAL, LOHTA, ISA  
JOSHUA BEITZ, OALA, CSLA, ISA

**LANDSCAPE COST ESTIMATE  
FOR LETTER OF CREDIT**

Date: June 29, 2022  
Project: Residential Subdivision  
Domville Street & Preston Street North  
Village of Arthur, Township of Wellington, Ontario  
Client: Cachet Developments (Arthur) Inc.  
Our Project No: 23.5662

ITEMS	QTY	UNIT	U.PRICE	PRICE	TOTAL
<b>1. Boulevard Planting</b>					
a) Deciduous Trees (60mm cal.)	159	each	\$500.00	\$79,500.00	
b) Coniferous Trees (2000mm ht.)	18	each	\$325.00	<u>\$5,850.00</u>	
				<b>Subtotal</b>	<b>\$85,350.00</b>
<b>2. Fencing</b>					
a) Wood Acoustic Fence	30	lin.m.	\$400.00	\$12,000.00	
b) 1.5m Chain Link Fence	730	lin.m.	\$65.00	<u>\$47,450.00</u>	
				<b>Subtotal</b>	<b>\$59,450.00</b>
<b>3. SWM Pond</b>					
a) Coniferous Trees (2000mm ht.)	12	each	\$325.00	\$3,900.00	
b) Spreading Topsoil & Fine Grading	6000	sq.m.	\$3.00	\$18,000.00	
c) Seed Mix A	4950	sq.m.	\$2.50	\$12,375.00	
d) Seed Mix B	1050	sq.m.	\$2.50	<u>\$2,625.00</u>	
				<b>Subtotal</b>	<b>\$36,900.00</b>
<b>4. Park Block 146</b>					
a) Seeding	3550	sq.m.	\$5.00	<u>\$17,750.00</u>	
				<b>Subtotal</b>	<b>\$17,750.00</b>
<b>5. Blocks 145, 147, 148 &amp; 149</b>					
a) Sodding	1540	sq.m.	\$8.00	<u>\$12,320.00</u>	
				<b>Subtotal</b>	<b>\$12,320.00</b>
				<b>Total</b>	<b>\$211,770.00</b>
					(June 29, 2022)

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STRYBOS BARRON KING LTD.

5770 HURONTARIO STREET, SUITE 320, MISSISSAUGA, ONTARIO L5R 3G5 T: 416.695.4949 F: 905.712.3101 WWW.STRYBOS.COM

**SCHEDULE "F" OF THE SUBDIVISION AGREEMENT**

**LIST OF LOTS UNSUITABLE FOR BUILDING PURPOSES – SECTION 6.3**

- Lot 24 - Temporary restriction on building until release by the Township pending extension of Adelaide Street, easterly towards Conestoga Street North
- Lot 133 - Temporary restriction on building until release by the Township pending extension of Adelaide Street, easterly towards Conestoga Street North

**SCHEDULE “G” OF THE SUBDIVISION AGREEMENT**

**OWNER’S FINAL GRADING CERTIFICATE**

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

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

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

The undersigned further certifies to the Township that:

1. the final grading of the above referred to property has been completed in substantial compliance with the Certified Building Lot Site Plan referred to in the Subdivision Agreement;
2. the grade elevation of all lot boundaries and corners including the front lot corners of the property are in substantial compliance with the Certified Building Lot Site Plan; and
3. the above lot has been graded to provide positive drainage in front, rear and side yards and that there is no area of the property which is subject to ponding of water.
4. When taking everything into consideration, it is our opinion that proper drainage has been provided on the subject property.

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

DATED at \_\_\_\_\_, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_ .

Signature of Professional Engineer or OLS

Name and address of Professional Engineer or OLS

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



**SCHEDULE “H” OF THE SUBDIVISION AGREEMENT**

**LANDS AND EASEMENTS TO BE CONVEYED TO THE TOWNSHIP:**

**3. Public Highways**

The streets to be constructed in this development shall be conveyed and dedicated to the Township for public highway purposes at no cost to the Township and free of all liens and encumbrances.

**4. Parkland**

The Developer shall convey Blocks 145, 146, and 147, free of all liens and encumbrances, to the Township for parkland dedication.

**5. Easements**

The Developer shall grant at its expense and in favour of the Township and/or County easements for municipal services and drainage purposes over the following lands:

Part Lots 4, 5, 6, 7, 8, 9, and 10.

Part Lots 15, 16, 17, and 18.

Part Lots 20, 21, and 22.

Part Lots 44 and 45.

Part Lots 91, 92, 93, 94, 95, and 96.

Part Lots 100, 101, 102, 103, 104, 105, 106, and 107.

Part Lots 117, 118, and 119.

Part Lots 122, 123, 124, 125 and 21.

Part Lots 133.

Part Blocks 139, 140, 141, 142, and 143.

**6. Municipal Blocks**

The Developer shall convey Blocks 144, 148, and 149, free of all liens and encumbrances, to the Township for municipal purposes, exclusive of parkland.

**7. 0.3 m Reserves**

The Developer shall convey Block 150 as a 0.3 m reserve, to the Township, free of all liens and encumbrances.

**SCHEDULE "I" OF THE SUBDIVISION AGREEMENT**

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

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

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

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

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

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

SIGNED, SEALED AND DELIVERED

This \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_.

DEVELOPER

\_\_\_\_\_

PER:

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

\_\_\_\_\_

Mayor

\_\_\_\_\_

Clerk

We have authority to bind the Corporation

**SCHEDULE “J” OF THE SUBDIVISION AGREEMENT****APPLICATION FOR REDUCTION OF SECURITY**

(Section 9.3)

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

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

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

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

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

DATED at \_\_\_\_\_, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

---

*(Signature of Developer’s Engineer)*

*(Name of Developer’s Engineer)*

**SCHEDULE “K” OF THE SUBDIVISION AGEEMENT**

FORM OF PARTIAL RELEASE:

PARTIAL RELEASE

IN FAVOUR OF

Herein called the “Owner”

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

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

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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Clerk

**SCHEDULE "L" OF THE SUBDIVISION AGREEMENT****CONDITIONS OF DRAFT APPROVAL**

The Conditions of Approval for Draft Plan of Subdivision 23T-20202 contained in the Decision of The Corporation of the County of Wellington for File No. 23T-20202 dated the 28th day of April, 2022 which is on file at the offices of The Corporation of the County of **Wellington, County of Wellington Administration Centre, 74 Woolwich Street, Guelph, Ontario N1H 3T9** and at the offices of **The Corporation of the Township of Wellington North, 7490 Sideroad 7 West, P.O. Box 125, Kenilworth, Ontario N0G 2E0.**

**SCHEDULE "M" OF THE SUBDIVISION AGREEMENT**

**DEVELOPER - Cachet Developments (Arthur) Inc., Arthur, Ontario**

**SECTION 10 - SPECIAL PROVISIONS AND EXCEPTIONS**

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

The following special provisions apply to this Agreement:

1. Building Deposit Requirements (See also Section 8.9). The Developer or lot Owner or their authorized contractor or agent shall at the time of applying for a building permit for each lot or block on the Plan deposit with the Township a Works Damage/Lot Grading Compliance Deposit in the amount of \$2,500.00, and a Trees/Driveway Ramp Deposit in the amount of \$2,000.00 with the Township, which deposits are intended to ensure that:
  - (a) any damages caused to municipal services or facilities adjacent to the construction site during construction of the residence are suitably repaired in accordance with the Township's current Municipal Servicing Standards and have been inspected and approved in writing by the Township's Engineer and that all construction debris is properly disposed of;
  - (b) that the parcel for which the permit is requested is graded as required by this Agreement, and that the Owner's Final Grading Certificate is provided and the Township has been reimbursed for the Township Engineer's charges for the said Certificate; and,
  - (c) that any required tree(s) in the street at the front of the lot and in the event of a corner lot at the side of the lot has/have been planted and driveway cuts and driveway ramps have been completed as required by this Agreement.
2. Lot Entrances. The Developer covenants that no driveway cuts or driveway ramps shall be installed, constructed or made until a building permit is issued for the lot to be served by such driveway ramp, and all driveway ramps shall be constructed in accordance with the Township's current Municipal Servicing Standards and this Agreement at the expense of the Developer or the lot owner as applicable.
3. That a detailed geotechnical investigation be prepared to the satisfaction of the Township of Wellington North's Engineer.
4. That the fencing of the storm water management area and park areas, Block 144, Park Blocks 145 and 146; Walkway Block 147; Pipe Block Blocks 148 and 149; is to the satisfaction of the Township of Wellington North
5. Prior to any grading or construction on the site and prior to registration of the plan of subdivision, the Developer shall submit the following documents, plans and reports to the satisfaction of the Grand River Conservation Authority:
  - (a) A detailed 'Storm Water Management Report' in accordance with the prevailing Ministry of Environment, Conservation and Parks planning and design guidelines and other related technical criteria as determined by the Grand River Conservation Authority. The Report shall detail the methods that will be used to control surface water flow within the development lands and abutting properties during and following construction. The Report shall also detail the methods that will reduce any negative impacts to water quality.

In the event that the "Stormwater Management Report" recommends the establishment of any stormwater works, detention or retention facilities, the

subdivision agreement between the Owner and the Township shall contain a provision whereby the Township of Wellington North will assume ownership, operation and maintenance responsibility of same in perpetuity.

- (b) Detailed 'Lot Grading and Drainage Plans' showing existing and proposed grades, prepared in accordance with the prevailing MECP planning and design guidelines and other related technical criteria as determined by the Grand River Conservation Authority.
  - (c) An 'Erosion and Sedimentation Control Plan' indicating the means whereby erosion will be minimized and sediment contained on-site and from abutting properties throughout all phases of grading and construction and shall include a maintenance plan and provision for timely revegetation of the site. The Plan shall also detail the methods that will reduce any negative impacts to water quality.
  - (d) A Development, Interference with Wetlands and Alterations to Shorelines and Watercourses permit from the Grand River Conservation Authority.
6. Watermain commissioning, flushing and monitoring program
- (a) The Township requires a watermain commissioning, flushing and chlorine residual monitoring to be implemented. The Developer will be responsible for preparing plans for the commissioning, flushing, and chlorine residual monitoring for review and approval by the Township. The Township's Environmental Services Department will continue to monitor the residual levels and flush as required; however, the Developer will be responsible for all costs associated with the implementation of the plan for Township staff to perform the monitoring of the residual levels and flushing work and will be charged in accordance with the most current fees as found in the Township's fees and charges by-law. The Developer agrees to allow the Township to access the Lands until Final Acceptance has been achieved to implement the monitoring program. The Developer will continue to maintain access to roadways within the entire development and fire hydrants which includes snow removal of all roadways and fire hydrants as found in section 5.2.3 of this Subdivision agreement to ensure that Township staff can adequately obtain water samples and locations for flushing.
7. Sanitary sewer flow monitoring
- (a) Prior to the placement of surface asphalt, the Developer shall implement a flow monitoring program to illustrate that any Inflow and Infiltration does not exceed the MECP guidelines and industry best management practices. Furthermore, the flow monitoring program shall be conducted through the spring or fall during wet weather conditions. All costs associated with the flow monitoring program shall be the Developer's responsibility.
8. Noise Attenuation Measures
- (a) The Developer shall implement all specific noise control measures recommended in the Noise Feasibility Study of HGC Engineering dated June 9, 2021. Prior to occupancy of any of the building units, the Developer shall provide certification to the Director of Operations through a Professional Engineer that the noise control measures have been implemented in accordance with the Noise Feasibility Study of HGC Engineering dated June 9, 2021.
9. Maintenance of the storm water management facility, park blocks, walkways, pipe blocks and related infrastructure
- (a) the Developer is responsible, including all associated costs, to ensure that the storm water management facility and all related storm water quality and quantity appurtenances shall be maintained during all phases of the development and as such may require maintenance and repair upon the completion of each phase or as directed by the Township.

- (b) Grass maintenance of SWM Pond Block 144; Park/Linear Parkette Blocks 145 and 146; Walkway Block 147; Pipe Blocks 148 and 149; shall be maintained during all phases of the development as such shall include a grass cutting schedule which incorporates weekly grass cutting between the months of May to July and biweekly grass cutting between the months of August to October. Frequency of grass cutting may be altered due to the seasonal rainfall events, droughts, or as determined by the Township. The Developer is responsible for all associated grass cutting costs.
  - (c) The guaranteed maintenance period for each phase of the development is as described in Section 5.1
10. Fence
- (a) All fence(s) that are built along a shared property line with the Township shall be owned and maintained for life by the Developer, and each subsequent Owner of Lots or Blocks within the Plan. The Developer, and each subsequent Owner of Lots or Blocks within the Plan is responsible for the repair and maintenance including all cost for any maintenance to said fence(s). The Township is not responsible for any future shared cost.
11. Emergency Telecommunication Services
- (a) Prior to final approval, the Developer shall provide written confirmation from an authorized service provider that communication/telecommunication facilities will be provided within the proposed development to enable, at a minimum, the delivery of communication/telecommunication services for emergency management services (i.e. 9-1-1 Emergency) in accordance with CRTC requirements.
12. Traffic Study
- (a) The Developer shall implement the recommendations outlined in the Traffic Impact Study dated August 2020, prepared by C.F. Crozier & Associates including any additional requirements that may result from updates to the Study through the detailed design process. The Developer shall circulate the Study for review and comment by the Ontario Ministry of Transportation and implement any additional requirements required by the Ontario Ministry of Transportation as part of the detailed design.
13. Copies of Plan
- (a) The Developer shall have prepared by an Ontario Land Surveyor a final plan of the Lands in accordance with the *Surveys Act* and the *Land Titles Act* and shall provide two (2) mylar copies and four (4) white prints (one (1) white print with an Ontario Surveyors Association sticker attached) to the County's Director of Planning and Development prior to the lapsing date set out in section 1.6 of this Agreement.
14. Lots 24 and 133 are to be held by the Developer and not developed until Adelaide Street is extended and connected to the development.



**SCHEDULE "N" OF THE SUBDIVISION AGREEMENT**

**DEVELOPER - Cachet Developments (Arthur) Inc., Arthur Ontario**

**COVENANTS AND RESTRICTIONS**

The following covenants and restrictions shall be placed in every contract for the sale of part of the lands and shall be registered against the title to every lot or block forming a part of the lands:

- 1) The purchaser/transferee covenants and agrees that the surface grading and drainage including all swales for the within described land shall at all times conform to the Approved Grading Plan for the Lands referred to in the Subdivision Agreement with the municipality which controlled the development of the Lands and shall not be altered without the written approval of the municipality.
- 2) The purchaser/transferee covenants and agrees under no circumstances shall roof water, surface water or ground water drains be connected to the municipal sanitary sewer system.
- 3) The purchaser/transferee acknowledges and agrees that a storm sewer service shall be extended from the street line to the top of foundation elevation and that sump pumps shall be connected to the storm sewer service at the top of foundation in accordance with applicable municipal servicing standards, and further, that no gravity connection shall be made to the service. All sump pumps shall be installed with backflow preventers or check valves to the satisfaction of the Chief Building Official.
- 4) The purchaser/transferee covenants and agrees to comply with the requirements of the Township's sewer use by-law in effect from time to time.
- 5) The purchaser/transferee covenants and agrees that no dumping of any material (including snow, grass cuttings, yard waste, construction waste, and debris) is permitted on vacant lots, public property or on adjacent lands.
- 6) The purchaser/transferee covenants that the maintenance of any retaining walls, fencing, and gates constructed within the subdivision is the responsibility of the property owners. The property owner shall bare all associated costs for maintenance and repair and shall be at no cost to the Township.
- 7) That the Developer shall insert in all agreements of purchase and sale or lease for each dwelling in the subdivision :
  - a. "Purchasers/transferee are advised that the lands adjacent to the subdivision are being utilized for normal agricultural operations that may result in noise, dust, odour and other potential nuisances associated with agricultural uses. These normal farm practices may occasionally affect the living environment of residents in close proximity to agricultural operations."
  - b. "Purchasers/transferee are advised that in order to limit liability, public school buses operated by the Service de transport de Wellington-Dufferin Student Transportation Services (STWDSTS), or its assigns or successors, will not travel on privately owned or maintained right-of-ways to pick up students, and potential bussing students will be required to meet the bus at a congregated bus pick-up point."
  - c. "Purchasers/transferee are advised that due to the proximity of the adjacent commercial/industrial facilities, sound levels from these facilities may at times be audible."
  - d. "Purchasers/transferee are advised that all fence(s) that are built along a shared property line with the Township shall be owned and maintained for life by the Owner of Lots or Blocks within the Plan. The Owner of Lots or Blocks within the Plan is responsible for the repair and maintenance including all cost for any maintenance to said fence(s). The Township is not responsible for any future shared cost."
  - e. "Purchasers/transferee are advised that all landscaping (ie. trees) installed on every lot on Private Property at a location 300mm from the street Property Line as part of

the Plan shall be owned and maintained for life by the Owner of Lots or Blocks within the Plan. The Owner of Lots or Blocks within the Plan is responsible for the maintenance including all cost for any maintenance or removal of said tree(s). The Township is not responsible for any future shared cost.”

**SCHEDULE "O" OF THE SUBDIVISION AGREEMENT**

**STATUTORY DECLARATION RE PAYMENT OF ACCOUNTS**

DOMINION OF CANADA (IN THE MATTER of a contract, known as Subdivision Agreement (entered into between \_\_\_\_\_ (\_\_\_\_\_, the Municipality, ( AND (\_\_\_\_\_, the Owner, (dated \_\_\_\_\_, 20\_\_ (for the servicing of \_\_\_\_\_ (\_\_\_\_\_ (in \_\_\_\_\_, Ontario.

TO WIT:

I, \_\_\_\_\_ of \_\_\_\_\_ in the Province of \_\_\_\_\_, do solemnly declare:

1. That I am \_\_\_\_\_ of the (President, Secretary, Treasurer, a Partner, etc.) Owner named in the Agreement above-mentioned and as such have personal knowledge of the facts hereunder declared.
2. That the said Owner has complied with the terms of the Construction Act, R.S.O. 1990, and amendments thereto.
3. That with the exception of accounts listed below, all liabilities (including payment due to all staff, contractors, suppliers, Workers' Compensation Board, insurance companies) incurred by the said Owner arising out of work performed, have been discharged.

Name & Address of Creditor	Service Rendered	Amount Outstanding	Total
(If there are no accounts, enter "NONE" above)			

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of "The Canada Evidence Act".

DECLARED before me at the \_\_\_\_\_ )  
 Of \_\_\_\_\_ )  
 in the County of \_\_\_\_\_ )  
 this \_\_\_\_\_ day of \_\_\_\_\_ )  
 A.D. 20 \_\_\_\_\_ )

\_\_\_\_\_ )  
 A Commissioner, etc. or Notary Public



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

## CULTURAL MOMENT FOR JULY 11TH CELEBRATES THE MOUNT FOREST FIREWORKS FESTIVAL

Deeply embedded in Wellington North's local culture is the Mount Forest Fireworks Festival – a community wide, 4-day event, that has become a signature event locally as well as provincially for the past 20 years. Always the third weekend in July, many make their way to the area, either by visiting friends and family, travelling in on their RV's, or spending the weekend at a nearby campground – so much so, that the festival has been garnered as a Top 100 Festival for 11 of its 20 years by Festival & Events Ontario.



Over the years, the festival's enticement builds as more attractions are added and the crowds grow. Today, the Mount Forest Fireworks Festival features amusements all weekend long, entertainment, music and an array of tastes. You can visibly view the local culture, as many community groups, volunteer residents and business sponsors, each add their own elements to the weekend long celebrations. During a recent survey of Wellington North residents, completed as part of our Cultural Plan update in 2021, 75 per cent of respondents considered the Mount Forest Fireworks Festival to be one of the two top tangible cultural assets in the Township of Wellington North.

Since the festival's inception, it has played host to one of the largest Classic Car Shows in Canada.

The traditional small town Main Street is closed off to drivers and is open to pedestrians, as thousands fill the artery and view over 500 classic cars lining the drag. The sky's are ignited with sparkling colours and the sounds of 'crackles', 'booms' and 'awes' as a spectacular fireworks display fills the overhead sky on Saturday evening with a smaller teaser show taking place this year on Friday evening to commemorate our 20<sup>th</sup> season.

There's always great entertainment and attractions that includes a bit of everything for all ages, which makes this festival, well – spectacular!

**Ignite Your Weekend  
July 14-17, 2022**

[www.mountforestfireworks.ca](http://www.mountforestfireworks.ca)

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

**BY-LAW NUMBER 084-22**

**BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE  
COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF  
WELLINGTON NORTH AT ITS REGULAR MEETING HELD ON JULY  
11, 2022**

**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 July 11, 2022 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 11TH DAY OF JULY, 2022.**

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

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