



THE CORPORATION OF THE TOWNSHIP OF MAPLETON

COUNCIL AGENDA

TUESDAY, APRIL 14, 2020 @ 7:00 P.M.

COUNCIL TO MEET USING VIRTUAL TECHNOLOGY

1. Call to Order

Mayor to call the virtual meeting to order.

In response to COVID-19 and recommendations by World Health Organization and the Guelph-Dufferin-Wellington Health Unit to exercise social distancing, Township of Mapleton facilities, including the Township Office is currently closed. Members of the public are invited to observe in this open meeting electronically by accessing the meeting live-streaming video at www.mapleton.ca

2. Roll Call by Clerk

3. Declaration of Pecuniary Interest

4. Confirmation of Minutes – none

5. Matters arising from Minutes – none

6. Matters under The Planning Act and Matters Arising – none

7. Delegations and Matters Arising from Delegations – none

8. Minutes from Committees – none

9. Reports and Updates from Staff

9.1 Building Department

- i) Building Report BD2020-05
Re: Report for March Month End and Year to Date (YTD)

10. Approval of By-Laws

10.1 By-law Number 2020-020 being a by-law to authorize the Mayor and Clerk to execute a Site Plan Agreement between Randy W. Kraemer and Susanna Kraemer and The Corporation of the Township of Mapleton

10.2 By-law Number 2020-026 being by-law to establish Development Charges for The Corporation of the Township of Mapleton

- 10.3 By-law Number 2020-027 being a by-law to authorize the Mayor and Clerk to execute an Agreement between Moorefield Excavating and The Corporation of the Township of Mapleton

11. Correspondence for Council's Direction – none

12. Correspondence for Council's Information

- 12.1 Wellington County Land Division Notice of Decision Revised B138-18
Re: Part Lot 12 Concession 5 (Peel), Bradco Holstein Inc.
- 12.2 County of Wellington Climate Change Committee Minutes February 13, 2020
- 12.3 County of Wellington correspondence dated March 18, 2020
Re: County Official Plan Amendment #112
- 12.4 OCWA – Client Communication
Re: COVID-19
- 12.5 Crime Stoppers Guelph Wellington
Re: Spring Newsletter
- 12.6 Municipality of Fort Erie resolution dated March 24, 2020
Re: Support of Municipality of Callander waive of restrictions on electronic participation in Council Meetings
- 12.7 Town of Midland proposal dated March 23, 2020
Re: Direct Payment of Federal Funds to Municipalities to Waive Property Taxes for the Year 2020 - Financial help to alleviate the suffering from COVID-19 Pandemic
- 12.8 Town of Kirkland Lake resolution dated February 18, 2020
Re: Bill 156
- 12.9 AMO Watch File
The link to view the March 12, 2020 issue: <https://tinyurl.com/wxue5mn>
The link to view the March 19, 2020 issue: <https://tinyurl.com/wf35eyo>
The link to view the March 26, 2020 issue: <https://tinyurl.com/vr346tq>
The link to view the April 2, 2020 issue: <https://tinyurl.com/r28363d>
The link to view the April 9, 2020 issue: <https://tinyurl.com/sezzgma>

13. Notices of Motion

14. Notice Provision – none

15. Other Business

16. Council Tracking Sheet

17. Closed Session

17.1 For the following reason:

Re: Municipal Act Section 239 (2)(f) Advice that is subject to solicitor-client privilege, including communications necessary for that purpose; Re: BLG Borden Ladner Gervais (Mark Rodger), re: Water and Wastewater RFP

Open Session Resumes

17.2 Rise and Report on Closed Session

18. Confirmatory By-law Number 2020-028

19. Adjournment

PLEASE NOTE: Alternate Formats and Communication Support

The Township is committed to providing residents with communication support and alternate format of documents upon request. For more information or to make a request, please call the Township of Mapleton office at 519-638-3313.



Township of Mapleton

2020 Calender

January						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February						
S	M	T	W	T	F	S
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23	24	25	26	27	28	29

March						
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22	23	24	25	26	27	28
29	30	31				

April						
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May						
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24	25	26	27	28	29	30
31						

June						
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July						
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August						
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30	31					

September						
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October						
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November						
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29	30					

December						
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20	21	22	23	24	25	26
27	28	29	30	31		

- Regular Council 7pm
- Regular Council 1pm
- Council Conference
- Committee of Adjustment
- Parks and Recreation Committee
- Economic Development Committee
- Statutory Holiday (Office Closed)

Note: Council Meeting dates as per Procedure By-law

THE CORPORATION OF THE TOWNSHIP OF MAPLETON
BUILDING REPORT BD2020-05

TO: Mayor Davidson and Members of Council
FROM: Patty Wright, Chief Building Official
RE: Report for March Month End and Year to Date (YTD)
DATE: April 14, 2020

RECOMMENDATION:

THAT Township of Mapleton Council receive Building Department Report BD2020-39 dated April 14, 2020 regarding March Month End and Year to Date (YTD).

BACKGROUND:

Attached you will find a report showing the following:

- Permits issued in March 2020
- Permits issued YTD in 2020
- Total value for permits issued for March 2020
- Total value for permits issued YTD 2020
- Fees collected in March 2020
- Fees collected in YTD 2020
- Comparable totals from previous years

PREVIOUS PERTINENT REPORTS: None.

DISCUSSION:

The 3-year average of fees collected by the Building Department for the month of March is \$37,938.45 therefore the current month is above the 3-year average. Year to date numbers range from \$65,361.45 to \$89,062.26 over the past 3 years and the average of fees collected to date from 2017-2019 is \$77,791.47. The current year to date is above the 3-year range and above the 3-year average.

CONSULTATION: None.

FINANCIAL IMPLICATIONS:

As this report is primarily for permit activity, financial implications are not addressed at this time.

SUMMARY: The building department has no concerns at this time.

COMMUNICATONS: None.

STRATEGIC PLAN:

Municipal Infrastructure: Building activity is indicative of demand for services within the town limits.

The Local Economy: Provides an indicator of the current building climate and what areas of the economy are growing.

Recreation: N/A

Municipal Administration: N/A

Financial Responsibility: The building department strives to support building in the Township while remaining a net zero cost to the tax base.

Prepared By:
Patty Wright, CBCO, CPSO, CMMIII
Chief Building Official

Reviewed By:
Manny Baron
CAO

Attach A: Monthly Summary

TOWNSHIP OF MAPLETON

March 2020

Description	Permits	YTD	Value	Value YTD	Fees	Fees YTD
Single Family Dwelling	4	12	\$ 2,010,000.00	\$4,260,000.00	\$ 17,103.20	\$40,620.70
SFD Additions/Renovations	1	1	\$ 200,000.00	\$ 200,000.00	\$ 705.00	\$ 705.00
SFD Accessories	1	3	\$ 75,000.00	\$ 190,000.00	\$ 930.60	\$ 2,574.60
Decks	2	3	\$ 7,000.00	\$ 9,000.00	\$ 307.80	\$ 466.00
Agricultural	11	19	\$ 2,347,500.00	\$4,402,500.00	\$ 19,115.36	\$43,783.09
Agricultural Commercial		0		\$ -		\$ -
Agricultural Industrial		0		\$ -		\$ -
Septic Systems	6	10	\$ 92,000.00	\$ 187,000.00	\$ 2,750.00	\$ 4,750.00
Industrial		2		\$ 49,000.00		\$ 1,025.20
Institutional	1	1	\$ 613,800.00	\$ 613,800.00	\$ 682.00	\$ 682.00
Commercial	1	2	\$ 55,000.00	\$ 255,000.00	\$ 736.60	\$ 6,349.40
Cottages - New/Additions/Renovations		1		\$ 40,000.00		\$ 355.40
Designated Structures		1		\$ 3,500.00		\$ 125.00
Assembly Building		1		\$1,800,000.00		\$ 8,550.70
Demolition	1	3	\$ 50,000.00	\$ 61,000.00	\$ 150.00	\$ 450.00
Multi Units		0		\$ -		\$ -
TOTAL MARCH 2020	28		\$ 5,450,300.00		\$ 42,480.56	
TOTALS YEAR TO DATE 2020	59		\$12,070,800.00		\$ 110,437.09	
TOTAL MARCH 2019	21		\$ 3,471,000.00		\$ 20,945.20	
TOTALS YEAR TO DATE 2019	62		\$ 9,414,200.00		\$ 65,361.45	
TOTAL MARCH 2018	24		\$ 3,825,500.00		\$ 43,985.00	
TOTALS YEAR TO DATE 2018	49		\$ 7,069,260.00		\$ 78,950.70	
Cancelled 2 permits issued in Feb						

Attachment A

THE CORPORATION OF THE TOWNSHIP OF MAPLETON

BY-LAW NUMBER 2020-020

Being a by-law to authorize the Mayor and Clerk to execute a Site Plan Agreement between Randy W. Kraemer and Susanna Kraemer and The Corporation of the Township of Mapleton

WHEREAS Randy W. Kraemer and Susanna Kraemer are the owners of lands described as Part Lot 6, Concession 3, Part Lot 6, Concession 4; Peel, Part 1 61R8725; Part Lot 6, Concession 4, Peel, Part 1 61R20565; Mapleton in the Township of Mapleton and are desirous of developing the subject lands;

AND WHEREAS the property has been made subject to Site Plan Control by By-law 2013-079;

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

1. That the Mayor and Clerk be authorized to execute a Site Plan Agreement between Randy W. Kraemer and Susanna Kraemer and The Corporation of the Township of Mapleton in substantially the same format as attached hereto;
2. A copy of the agreement is attached hereto as Schedule "A" and forms part of this By-law.

READ a first, second and third time this 24th day of March, 2020.

Mayor

Clerk

STANDARD SITE PLAN AGREEMENT

THIS AGREEMENT made this day of , 2020.

BETWEEN:

RANDY W. KRAEMER AND SUSANNA KRAEMER
hereinafter called the "Owner"

OF THE FIRST PART

-and-

THE CORPORATION OF THE TOWNSHIP OF MAPLETON
hereinafter called the "Township"

OF THE SECOND PART

WHEREAS the Owner represents that it is the owner of the Lands described as Part Lot 6, Concession 3, Part Lot 6, Concession 4, Peel, Part 1, 61R8725; Part Lot 6, Concession 4, Peel, Part 1, 61R20565; Township of Mapleton; County of Wellington;

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 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 these plans and drawings are described as:
Drawing Name: Lot Development Plan
Dated: December 4, 2019
Drawing prepared by: Van Harten Surveying Inc.

Document Name: Sewage System Consultation
Dated: December 4, 2019
Drawing prepared by: Van Harten Surveying Inc.

AND WHEREAS these plans can be reviewed at the Offices of the Clerk of The Corporation of the Township of Mapleton, 7275 Sideroad 16, east of Drayton, Ontario.

NOW THEREFORE THIS AGREEMENT WITNESSETH that for Two (\$2.00) Dollars paid by each of the parties to the other, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the Township approving the plans and drawings for the development of the Lands, the Owner covenants and agrees with the Township to provide, to the satisfaction of and at no expense to the Township, the following:

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. Construct all buildings, structures, facilities and works in accordance with the Plans.
3. The Owner agrees that the Plans shall be in such detail and shall provide for any or all of the following, as determined by the Township:
 - (a) the elevation of the property prior to and after development of the proposed use;

- (b) the proposed exterior building design of all buildings and the use of all remaining open lands on the site;
 - (c) all yards and off-street parking spaces in accordance with the Township's by-laws;
 - (d) detailed Landscape Plans indicating planting and any outdoor structures;
 - (e) the proposed width, location, grades and elevation of all proposed roads, entrances, accesses and walkways (both private and public);
 - (f) the location of all outdoor garbage and recycling containers and details for supporting concrete pad and enclosures having a height of 1.8 metres. Further, the Owner agrees to locate and construct the supporting concrete pad and enclosure in accordance with the approved plan and details prior to the occupancy of the proposed development;
 - (g) storm and sanitary drainage plans for the Lands and the buildings;
 - (h) the location of fire routes;
 - (i) the location and type of overhead floodlights for all parking areas to ensure deflection of lights away from adjacent properties;
 - (j) subject to the *Public Transportation and Highway Improvement Act, R.S.O. 1990*, facilities to provide access to and from the land such as access ramps and curbing and traffic direction signs, and where access is proposed onto a County of Wellington Road, the approval of the County of Wellington shall be obtained with respect to the location and design of access onto the County Road;
 - (k) off-street vehicular loading and parking facilities, either covered or uncovered, access driveways, including driveways for emergency vehicles and the surfacing of such area and driveways;
 - (l) walkways, including the surfacing thereof, and all other means of pedestrian access;
 - (m) walls, fences, hedges, trees, shrubs or other groundcover or facilities for the landscaping of the lands or the protection of adjoining lands.
4. 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.
5. The Owner agrees that there shall be no outside storage on the Lands other than as provided in Paragraph 3 (f) of this Agreement.
6. 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 County of Wellington.
7. The Owner agrees that there shall be no on-site storage of snow and that snow shall be removed from the parking lot area for the Lands unless clearly shown on the drawings.
8. The provisions set out in Schedule "A" 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 "A" shall prevail.
9. 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.

10. The Owner shall, where required by Township and/or County of Wellington 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.
11. The Owner hereby releases and indemnifies the Township, and, where applicable, the County of Wellington, its servants, 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.
12.
 - (a) 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, the Owner shall supply the Township with a comprehensive liability insurance policy in form satisfactory to the Township, holding the Township harmless for claims for damages, injury or otherwise in connection with the work done by the Owner, its servants or agents in or adjacent to the lands to be developed under this Agreement in the amount of Five Million (\$5,000,000.00) Dollars inclusive. The Township is to be named as an insured in the said policy.
 - (b) The Owner shall, upon the earlier of (a) commencing any works on the 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 Clerk and in an amount determined by the Clerk, sufficiently guaranteeing the satisfactory completion of the site 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 one (1) year from the date that such works are constructed receive written approval from the Township and or 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 and or Township Engineer, the Letter of Credit may be reduced to an amount equal to Ten (10%) per cent of the original amount determined by the Clerk for each phase and shall not be further reduced until the Township or Township Engineer has approved the works at the end of the said one (1) year period.
13. 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, the Owner shall:
 - a) *provide the Township with, prior to the execution of this Agreement by the Township, a letter of credit or other satisfactory security in an amount equal to 50% of the cost of works and facilities relating to storm drainage, surface treatment of parking areas, landscaping, buffer strips, fencing, grading, curbing and similar physical improvement works.*
 - 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 one (1) year 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.

- 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 lands to perform the said works and facilities.*

Section 427 of the Municipal Act, S.O. 2001, c. 25, as amended, applies to this Agreement and in the event the Owner fails to perform the works and facilities required to be done herein, such works and facilities may be done by the Township at the Owner's expense and the Township may recover the expense in doing so by action or the same may be recovered in like manner as municipal taxes

14. The Owner is to confirm conformation to the terms of agreement prior to the Township releasing the security.
15. 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 stock piles of top soil with tarps or applying ground cover to the areas that have been stripped and left undeveloped at the direction of the Township.
16. 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.
17. 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.
18. The Owner shall obtain from all mortgagees, chargees 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.

- 19. The covenants, agreements, conditions and understandings set out herein and in Schedules "A" 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.
- 20. 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.

IN WITNESS WHEREOF the parties have executed this Agreement.

SIGNED, SEALED AND DELIVERED	)	OWNER'S NAME
)	
in the presence of)	
)	
_____)	_____
Witness Signature	)	Susanna Kraemer
)	
_____)	_____
Witness Signature	)	Randy W. Kraemer
)	
	)	I/We have the authority to bind
	)	the Corporation
)	
	)	THE CORPORATION OF THE
	)	TOWNSHIP OF MAPLETON
)	
)	_____
	)	Gregg Davidson
	)	Mayor
)	
)	_____
	)	Manny Baron
	)	CAO/Deputy Clerk
)	
	)	We have the authority to bind
	)	the Corporation.

SCHEDULE "A"

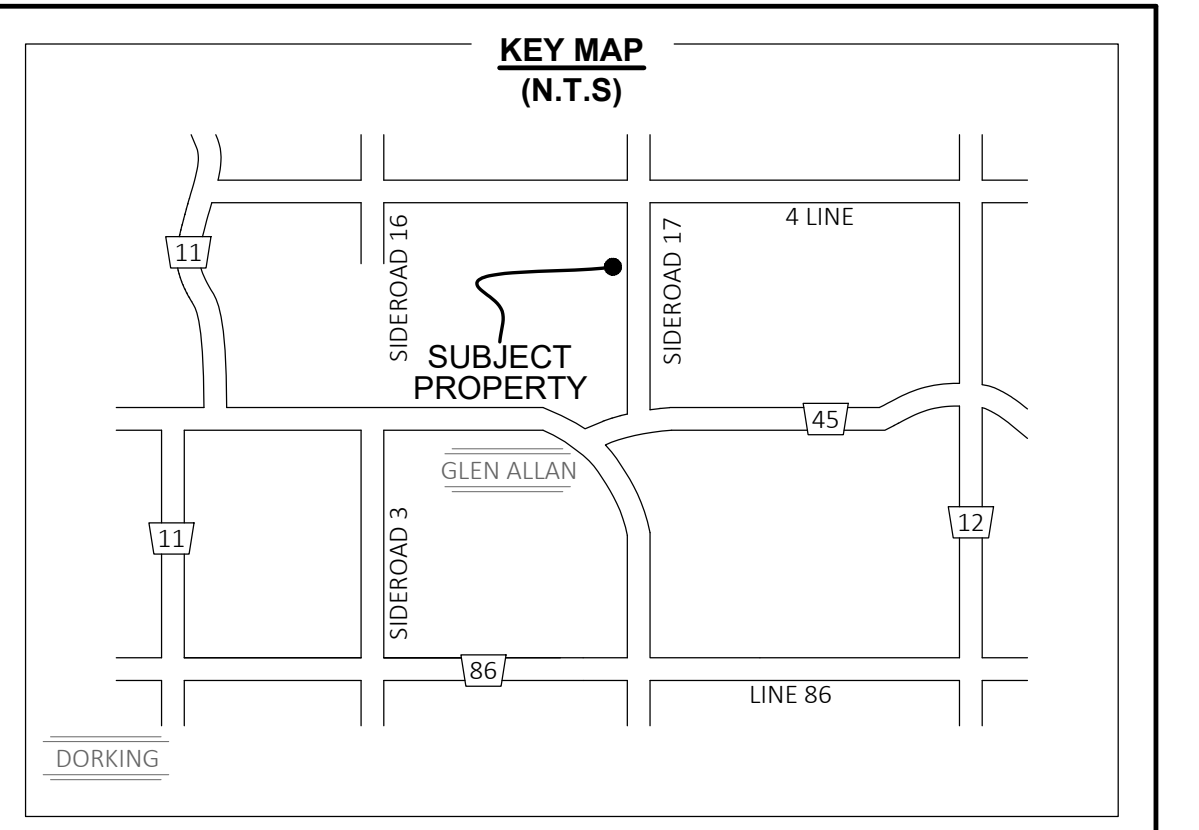
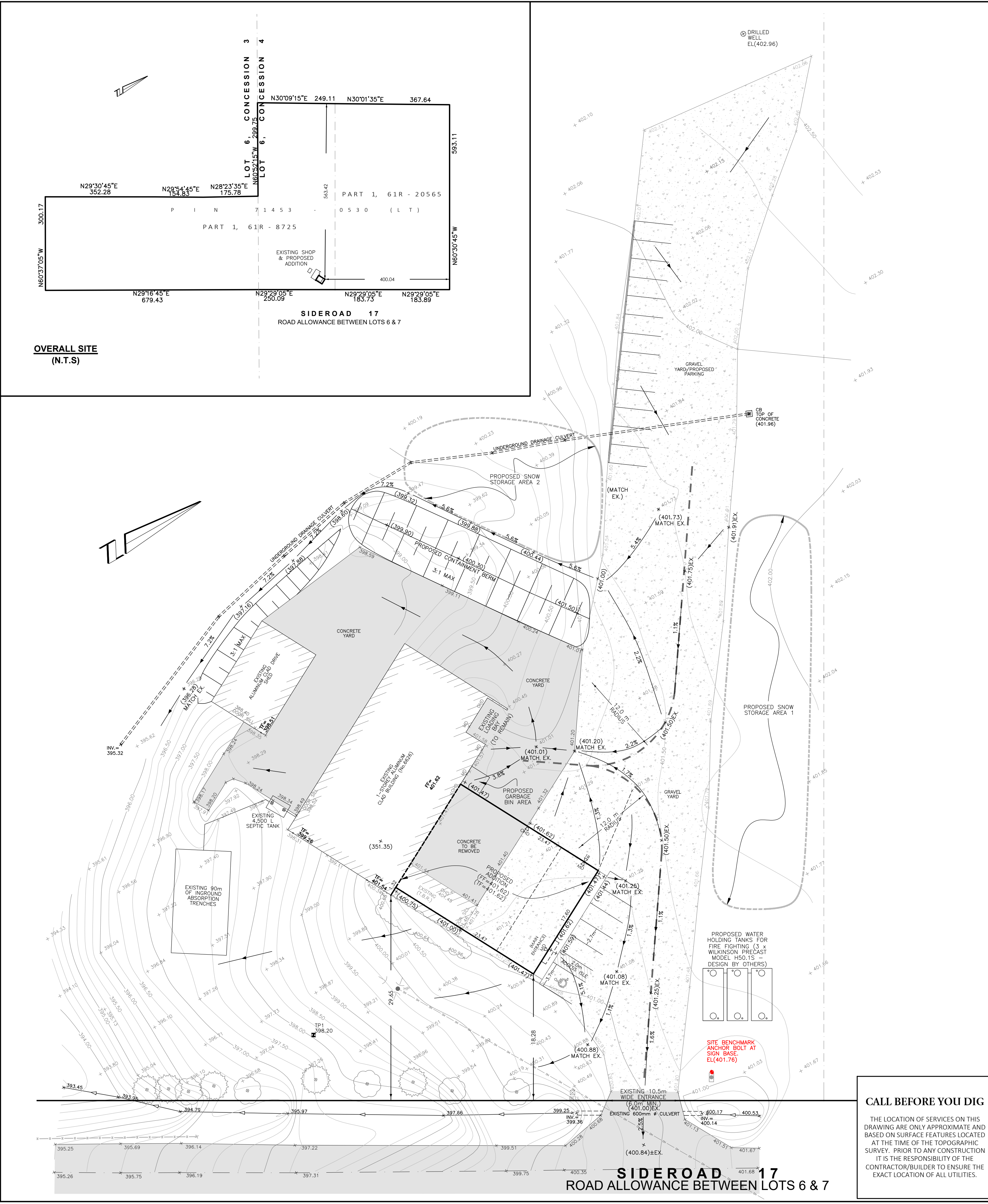
Site Specific Requirements

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 required Fire Route as per Building Code must be maintained (Minimum 6 metre wide fire route with a minimum turn radius of 12 metre)
- Fire Reservoir required as per OBC Division B, Part 3, Section 3.2.5.7, and further will be marked and signed in consultation with the Fire Chief
- Accessible Parking requirements as per zoning bylaw
- On-site works include the following

ITEM	ESTIMATE
Storm Drainage	\$1,000.00
Surface Treatment of Parking Areas	\$5,000.00
Landscaping	\$5,000.00
Grading	\$2,000.00
Walkways	\$500.00
Total	\$13,500.00
Security Required (50%)	\$6,250.00

\$6,250.00 will be collected prior to the issuance of building permit as security for on-site surface works.



- LEGEND:**
- (395.70) - PROPOSED ELEVATION
 - 394.82 - EXISTING ELEVATION
 - [Symbol] - SLOPE (3:1 MAX)
 - [Symbol] - DIRECTION OF FLOW
 - [Symbol] - PERFORATED PIPE
 - TP1 [Symbol] - TEST PIT
 - [Symbol] - WELL
 - [Symbol] - CATCH BASIN
 - T.B.R. - TO BE REMOVED
 - [Symbol] - TREE
 - [Symbol] - TREELINE

ZONING: (A) AGRICULTURAL "31.316"

MAXIMUM FLOOR AREA = 4,572 m²
 MAXIMUM OCCUPANCY = 11 EMPLOYEES
 MINIMUM BUILDING/STRUCTURE SETBACK = 18.0 m

- NOTES:**
- ALL EXTERIOR LIGHTING TO BE DOWNWARD FACING AND DARK SKY COMPLIANT. FIXTURES ARE TO BE AIMED AWAY FROM ABUTTING PROPERTIES TO AVOID ENCROACHMENT OR GLARE.
 - HARD SURFACE (i.e. ASPHALT OR CONCRETE) REQUIRED FOR ACCESSIBLE PARKING, ACCESS ISLE AND ENTRANCE.

SEWAGE SYSTEM DESIGN NOTES:

(Refer to letter by Van Harten Surveying Inc.)

Q = 825 L/Day
 T = 20 min/cm
 Existing Septic Tank Size = 4,500 L (Effluent Filter Required)
 Existing Distribution Pipe Length = 90 m

LOT DEVELOPMENT PLAN FOR:

**PROPOSED ADDITION
 KRAEMER WOODWORKING
 6626 SIDEROAD 17
 PART OF LOT 6, CONCESSIONS 3 & 4
 GEOGRAPHIC TOWNSHIP OF PEEL
 TOWNSHIP OF MAPLETON
 COUNTY OF WELLINGTON**

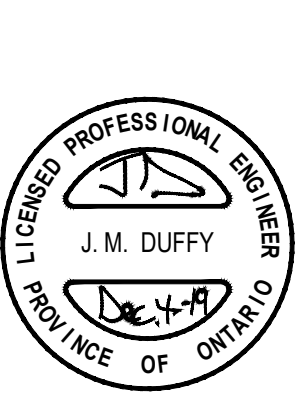
NO.	REVISION	BY	DATE
DRAWING REVISION SCHEDULE			
PREPARED FOR: CONESTOGO CARPENTERS LTD.			
PROJECT No. 27698-19			
DRAWING SCALE 1 : 300			

CAUTION:

- THIS IS NOT A PLAN OF SURVEY AND SHALL NOT BE USED FOR TRANSACTION OR MORTGAGE PURPOSES.
- IT IS THE BUILDER'S RESPONSIBILITY TO ENSURE THE PROPOSED FOOTING ELEVATION AND PLUMBING ALLOWS GRAVITY CONNECTION TO THE SEWAGE SYSTEM.
- THIS SKETCH IS PROTECTED BY COPYRIGHT

CALL BEFORE YOU DIG

THE LOCATION OF SERVICES ON THIS DRAWING ARE ONLY APPROXIMATE AND BASED ON SURFACE FEATURES LOCATED AT THE TIME OF THE TOPOGRAPHIC SURVEY. PRIOR TO ANY CONSTRUCTION IT IS THE RESPONSIBILITY OF THE CONTRACTOR/BUILDER TO ENSURE THE EXACT LOCATION OF ALL UTILITIES.



Van Harten
 SURVEYING INC.
 LAND SURVEYORS AND ENGINEERS

Kitchener Ph: 519-742-8371 | Guelph Ph: 519-821-2763 | Orangeville Ph: 519-940-4110

www.vanharten.com | info@vanharten.com

DRAWN BY: JIM | CHECKED BY: JMD | PROJECT No. 27698-18

Dec 4, 2019-12:12:58 PM
 G:\PEEL\CONESTOGO\ACAD\SITE PLOT 6 (CONESTOGO)
 UTM-2010NR.dwg

THE CORPORATION OF THE TOWNSHIP OF MAPLETON

BY-LAW NUMBER 2020-026

**A BY-LAW TO ESTABLISH DEVELOPMENT
CHARGES FOR THE CORPORATION OF THE
TOWNSHIP OF MAPLETON**

WHEREAS the Township of Mapleton will experience growth through development and re-development;

AND WHEREAS development and re-development requires the provision of physical and social services by the Township of Mapleton;

AND WHEREAS Council desires to ensure that the capital cost of meeting growth-related demands for or burden on municipal services does not place an excessive financial burden on the Township of Mapleton or its existing taxpayers while at the same time ensuring new taxpayers contribute no more than the net capital cost attributable to providing the current level of municipal services;

AND WHEREAS the *Development Charges Act, 1997 S.O. 1997, c.27*, as amended authorizes by-laws of the council of a municipality to impose development charges against land to pay for increased capital costs required because of increased needs for services arising from development of the area to which the by-law applies.

AND WHEREAS a development charges background study has been completed in accordance with the Act;

AND WHEREAS the Council of The Corporation of the Township of Mapleton provided notice as required by the Act and held a public meeting on April 7, 2020 in accordance with the Act and the regulations thereto;

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF
MAPLETON ENACTS AS FOLLOWS:**

1. Interpretation

1.1 In this By-law the following items shall have the corresponding meanings:

“accessory use” means where used to describe a use, building, or structure that the use, building or structure is naturally and normally incidental, subordinate in purpose of floor area or both, and exclusively devoted to a principal use, building or structure;

“Act” means the Development Charges Act, as amended, or any successor thereof;

“agricultural use” means the use of land and buildings for apiaries, fish farming, animal husbandry or the cultivation of trees, shrubs, flowers, grains, sod, fruits, vegetables and other crops or ornamental plants;

“apartment unit” means any residential unit within a building containing three or more dwelling units where access to each residential unit is obtained through a

common entrance or entrances from the street level and the residential units are connected by an interior corridor;

“bedroom” means a habitable room larger than seven square metres, including a den, study or other similar area, but does not include a bathroom, living room, dining room or kitchen;

“board of education” has the same meaning as set out in the Education Act, R.S.O. 1990, Chap. E.2, as amended, or any successor thereof;

“bona fide farm use” means the proposed development that will qualify as a farm business operating with a valid Farm Business Registration Number issued by the Ontario Ministry of Agriculture, Food and Rural Affairs and be assessed in the Farmland Realty Tax Class by the Ontario Property Assessment Corporation;

“Building Code Act” means the Building Code Act, S.O. 1992, as amended, or any successor thereof;

“capital cost” means costs incurred or proposed to be incurred by the Township or a local board thereof directly or by others on behalf of and as authorized by the Township or local board,

- (a) to acquire land or an interest in land, including a leasehold interest,
- (b) to improve land,
- (c) to acquire, lease, construct or improve buildings and structures,
- (d) to acquire, construct or improve facilities including,
 - (i) furniture and equipment other than computer equipment; and
 - (ii) material acquired for circulation, reference or information purposes by a library board as defined in the Public Libraries Act, R.S.O. 1990, Chap. P.44, as amended, or any successor thereof; and
 - (iii) rolling stock with an estimated useful life of seven years or more; and
- (e) to undertake studies in connection with any matter under the Act and any of the matters in clauses (a) to (d) above, including the development charge background study required for the provision of services designated in this By-law within or outside the Township, including interest on borrowing for those expenditures under clauses (a) to (e) above that are growth-related;

“commercial” means any use of land, structures or buildings for the purposes of buying or selling commodities and services, but does not include industrial or agricultural uses, but does include hotels, motels, motor inns and boarding, lodging and rooming houses;

“Council” means the Council of the Township;

“development” means the construction, erection or placing of one or more buildings or structures on land or the making of an addition or alteration to a building or structure with the effect of increasing the size of usability thereof, and includes redevelopment;

“development charge” means a charge imposed with respect to this By-law;

“dwelling unit” means any part of a building or structure used, designed or intended to be used as a domestic establishment in which one or more persons may sleep and are provided with culinary and sanitary facilities for their exclusive use;

“existing” means the number, use and size that existed as of the date this By-law was passed;

“farm building” means that part of a bona fide farming operation encompassing barns, silos and other ancillary development to an agricultural use, but excluding a residential use;

“gross floor area” means:

- (a) in the case of a residential building or structure, the total area of all floors above grade of a dwelling unit measured between the outside surfaces of exterior walls or between the outside surfaces of exterior walls and the centre line of party walls dividing the dwelling unit from any other dwelling unit or other portion of a building; and
- (b) in the case of a non-residential building or structure, or in the case of a mixed-use building or structure in respect of the non-residential portion thereof, the total area of all building floors above or below grade measured between the outside surfaces of the exterior walls, or between the outside surfaces of exterior walls and the centre line of party walls dividing a non-residential use and a residential use, except for:
 - (i) a room or enclosed area within the building or structure above or below that is used exclusively for the accommodation of heating, cooling, ventilating, electrical, mechanical or telecommunications equipment that service the building;
 - (ii) loading facilities above or below grade; and
 - (iii) a part of the building or structure below grade that is used for the parking of motor vehicles or for storage or other accessory use;

“industrial” means lands, buildings or structures used or designed or intended for use for manufacturing, processing, fabricating or assembly of raw goods, warehousing or bulk storage of goods, and includes office uses and the sale of commodities to the general public where such uses are accessory to an industrial use, but does not include the sale of commodities to the general public through a warehouse club;

“institutional” means land, buildings, structures or any part thereof used by any organization, group or association for promotion of charitable, educational or benevolent objectives and not for profit or gain;

“Local Board” means a school board, public utility, commission, transportation commission, public library board, board of park management, local board of health, board of commissioners of police, planning board, or any other board, commission, committee, body or local authority established or exercising any power or authority under any general or special Act with respect to any of the affairs or purposes, including school purposes, of the Township of Mapleton or any part or parts thereof;

“local services” means those services, facilities or things which are under the jurisdiction of the Township and are related to a plan of subdivision or within the area to which the plan relates in respect of the lands under Sections 41, 51 or 53 of the Planning Act, R.S.O. 1990, Chap. P.13, as amended, or any successor thereof;

“multiple dwellings” means all dwellings other than single detached, semi-detached and apartment unit dwellings;

“non-residential use” means a building or structure of any kind whatsoever used, designed or intended to be used for other than a residential use;

“non-profit housing development” means development of a building or structure intended for use as residential premises by,

- (a) a corporation without share capital to which the Corporations Act applies, that is in good standing under that Act and whose primary object is to provide housing;
- (b) a corporation without share capital to which the Canada Not-for-profit Corporations Act applies, that is in good standing under that Act and whose primary object is to provide housing; or
- (c) a non-profit housing co-operative that is in good standing under the Co-operative Corporations Act;

“Official Plan” means the Official Plan adopted for the Township, as amended and approved;

“owner” means the owner of land or a person who has made application for an approval for the development of land upon which a development charge is imposed;

“place of worship” means that part of a building or structure that is exempt from taxation as a place of worship under the Assessment Act, R.S.O. 1990, Chap. A.31, as amended, or any successor thereof;

“rate” means the interest rate established weekly by the Bank of Canada based on Treasury Bills having a term of 91 days;

“regulation” means any regulation made pursuant to the Act;

“rental housing” means development of a building or structure with four or more dwelling units all of which are intended for use as rented residential premises;

“residential dwelling” means a building, occupied or capable of being occupied as a home, residence or sleeping place by one or more persons, containing one or more dwelling units but not including motels, hotels, tents, truck campers, tourist trailers, mobile camper trailers or boarding, lodging or rooming houses;

“residential use” means the use of a building or structure or portion thereof for one or more dwelling units. This also includes a dwelling unit on land that is used for an agricultural use;

“row dwelling” means a building containing three or more attached dwelling units in a single row, each of which dwelling units has an independent entrance from the outside and is vertically separated from any abutting dwelling unit;

“school, private” means a private school defined under the Education Act or any successor thereto, being “an institution at which instruction is provided at any time between the hours of 9 a.m. and 4 p.m. on any school day for five or more pupils who are of, or over compulsory school age in any of the subjects of the elementary or secondary school courses of study;

“semi-detached dwelling” means a dwelling unit in a residential building consisting of two dwelling units having one vertical wall or one horizontal wall, but not other parts, attached or another dwelling unit where the residential units are not connected by an interior corridor;

“service” means a service designated in Schedule “A” to this By-law, and
“services” shall have a corresponding meaning;

“servicing agreement” means an agreement between a landowner and the Township relative to the provision of municipal services to specified land within the Township;

“single detached dwelling unit” means a residential building consisting of one dwelling unit and not attached to another structure;

“telecommunications tower” means any tower, apparatus, structure or other thing that is used or is capable of being used for telecommunications or for any operation directly connected with telecommunications, and includes a transmission facility as defined in the Telecommunications Act;

“Township” means the area within the geographic limits of the Township of Mapleton; and

“wind turbine” means any wind energy system, comprising one or more turbines, that converts energy into electricity and consists of a wind turbine, a tower, and associated control or conversion electronics. A wind turbine and energy system may be connected to the electricity grid in circuits at a substation to provide electricity off-site for sale to an electrical utility or other intermediary; and

“zoning by-law” means the Zoning By-law of the Township of Mapleton or any successor thereof passed pursuant to Section 34 of the Planning Act, S.O. 1998.

2. Designation of Services

- 2.1 The categories of services for which development charges are imposed under this By-law are as follows:
- (a) Roads and Related Services;
 - (b) Fire Protection Services;
 - (c) Parks and Recreation Services;
 - (d) Administration Services;
 - (e) Water Services; and
 - (f) Wastewater Services.
- 2.2 The components of the services designated in Section 2.1 are described in Schedule A.

3. Application of By-law Rules

- 3.1 Development charges shall be payable in the amounts set out in this By-law where:
- (a) the lands are located in the area described in Section 3.2; and
 - (b) the development of the lands requires any of the approvals set out in subsection 3.4(a).

Area to Which By-law Applies

- 3.2 Subject to Section 3.3, this By-law applies to all lands in the Township of Mapleton whether or not the land or use thereof is exempt from taxation under s.13 of the Assessment Act.
- 3.3 Notwithstanding clause 3.2 above, this By-law shall not apply to lands that are owned by and used for the purposes of:
- (a) the Township or a local board thereof;
 - (b) a board of education as defined in Section 1(1) of the Education Act; or
 - (c) the Corporation of the County of Wellington or any local board thereof;

Approvals for Development

- 3.4 (a) Development charges shall be imposed on all lands, buildings or structures that are developed for residential or non-residential uses if the development requires:
- (i) the passing of a zoning by-law or of an amendment to a zoning by-law under Section 34 of the Planning Act;
 - (ii) the approval of a minor variance under Section 45 of the Planning Act;
 - (iii) a conveyance of land to which a by-law passed under subsection 50(7) of the Planning Act applies;
 - (iv) the approval of a plan of subdivision under Section 51 of the Planning Act;
 - (v) a consent under Section 53 of the Planning Act;
 - (vi) the approval of a description under Section 50 of the Condominium Act, R.S.O. 1990, Chap. C.26, as amended, or any successor thereof; or

- (vii) the issuing of a permit under the Building Code Act in relation to a building or structure.
- (b) No more than one development charge for each service designated in Section 2.1 shall be imposed upon any lands, buildings or structures to which this By-law applies, even though two or more of the actions described in subsection 3.4(a) are required before the lands, buildings or structures can be developed.
- (c) Despite subsection 3.4(b), if two or more of the actions described in subsection 3.4(a) occur at different times, additional development charges shall be imposed if the subsequent action has the effect of increasing the need for services.

Exemptions

- 3.5 Notwithstanding the provisions of this By-law, development charges shall not be imposed with respect to:
- (a) an enlargement to an existing dwelling unit;
 - (b) one or two additional dwelling units in an existing, or ancillary to, a single detached dwelling; or
 - (c) one additional dwelling unit in, or ancillary to, any other existing residential building.
- 3.6 Notwithstanding subsection 3.5(b), development charges shall be imposed if the total gross floor area of the additional one or two units exceeds the gross floor area of the existing dwelling unit.
- 3.7 Notwithstanding Section 3.5, development charges shall be imposed if the additional unit has a gross floor area greater than
- (a) in the case of a semi-detached or row dwelling, the gross floor area of the existing dwelling unit; and
 - (b) in the case of any other residential building, the gross floor area of the smallest dwelling unit contained in the residential building.
- 3.8 Exemption for Industrial Development:
- (a) Notwithstanding any other provision of this By-law, no development charge is payable with respect to an enlargement of the gross floor area of an existing industrial building where the gross floor area is enlarged by 50 percent or less.
 - (b) If the gross floor area of an existing industrial building is enlarged by greater than 50 percent, the amount of the development charge payable in respect of the enlargement is the amount of the development charge that would otherwise be payable, multiplied by the fraction determined as follows:
 - (i) determine the amount by which the enlargement exceeds 50 percent of the gross floor area before the enlargement;
 - (ii) divide the amount determined under subsection 3.8(a)(i) by the amount of the enlargement.
- 3.9 For the purpose of Section 3.8 herein, “existing industrial building” is used as defined in the Regulation made pursuant to the Act.

3.10 Other Exemptions:

Notwithstanding the provision of this By-law, development charges shall not be imposed with respect to:

- (a) An accessory use;
- (b) A bona-fide farm use;
- (c) A place of worship;
- (d) Temporary erection of a building without foundation as defined in the Building Code for a period not exceeding six consecutive months and not more than six months in any one calendar year on a site which development charges or lot levies have previously been paid;
- (e) Redevelopment of a property, meeting the requirements of section 3.14 with a current use that is exempt from development charges, to a use subject to development charges, receives a redevelopment credit equal to the product of the non-residential rate, for all applicable services, and the square footage of the building, or portion of building, being redeveloped; and
- (f) The creation of a second dwelling unit in prescribed classes of proposed new residential buildings, including structures ancillary to dwellings, subject to the following restrictions:

Item	Name of Class of Proposed New Residential Buildings	Description of Class of Proposed New Residential Buildings	Restrictions
1.	Proposed new detached dwellings	Proposed new residential buildings that would not be attached to other buildings and that are permitted to contain a second dwelling unit, that being either of the two dwelling units, if the units have the same gross floor area, or the smaller of the dwelling units.	The proposed new detached dwelling must only contain two dwelling units. The proposed new detached dwelling must be located on a parcel of land on which no other detached dwelling, semi-detached dwelling or row dwelling would be located.
2.	Proposed new semi-detached dwellings or row dwellings	Proposed new residential buildings that would have one or two vertical walls, but no other parts, attached to other buildings and that are permitted to contain a second dwelling unit, that being either of the two dwelling units, if the units have the same gross floor area, or the smaller of the dwelling units.	The proposed new semi-detached dwelling or row dwelling must only contain two dwelling units. The proposed new semi-detached dwelling or row dwelling must be located on a parcel of land on which no other detached dwelling, semi-detached dwelling or row dwelling would be located.
3.	Proposed new residential buildings that would be ancillary to a proposed new detached dwelling, semi-detached dwelling or row dwelling	Proposed new residential buildings that would be ancillary to a proposed new detached dwelling, semi-detached dwelling or row dwelling and that are permitted to contain a single dwelling unit.	The proposed new detached dwelling, semi-detached dwelling or row dwelling, to which the proposed new residential building would be ancillary, must only contain one dwelling unit. The gross floor area of the dwelling unit in the proposed new residential building must be equal to or less than the gross floor area of the detached dwelling, semi-detached dwelling or row dwelling to which the proposed new residential building is ancillary.

Amount of Charges

Residential

3.11 The development charges set out in Schedule B shall be imposed on residential uses of lands, buildings or structures, including a dwelling unit accessory to a non-residential use and, in the case of a mixed-use building or structure, on the residential uses in the mixed-use building or structure, according to the type of residential unit, and calculated with respect to each of the services according to the type of residential use.

Non-Residential

3.12 The development charges described in Schedule B to this By-law shall be imposed on non-residential uses of lands, buildings or structures and, in the case of a mixed-use building or structure, on the non-residential uses in the mixed-use building or structure, and calculated with respect to each of the services according to the total floor area of the non-residential use.

Wind Turbines and Telecommunication Towers

3.13 The development charges described in Schedule B to this By-law shall be imposed on wind turbines and telecommunications towers with respect to roads and related services, fire protection services and administration studies on a per unit basis.

Reduction of Development Charges for Redevelopment

3.14 Despite any other provisions of this By-law, where, as a result of the redevelopment of land, a building or structure existing on the same land within 3 years prior to the date of payment of development charges in regard to such redevelopment was or is to be demolished in whole or in part, or converted from one principal use to another principal use on the same land in order to facilitate the redevelopment, the development charges otherwise payable with respect to such redevelopment shall be reduced by the following amounts:

- (a) in the case of a residential building or structure, or in the case of a mixed-use building or structure, the residential uses in the mixed-use building or structure, an amount calculated by multiplying the applicable development charge under subsection 3.11 by the number, according to type, of dwelling units that have been or will be demolished or converted to another principal use; and
- (b) in the case of a non-residential building or structure or, in the case of a mixed-use building or structure, the non-residential uses in the mixed-use building or structure, an amount calculated by multiplying the applicable development charges under Section 3.12, by the gross floor area that has been or will be demolished or converted to another principal use;

provided that such amounts shall not exceed, in total, the amount of the development charges otherwise payable with respect to the redevelopment.

Time of Payment of Development Charges

3.15 Development Charges are due and payable in full to the Township on the date the first building permit is issued for any land, buildings, or structures affected by the applicable development charge and a building permit with respect to a

building or structure shall be withheld where the applicable development charge has not been paid pursuant to Section 28 of the Act.

- 3.16 Notwithstanding Subsection 3.15, Development Charges for rental housing and institutional developments are due and payable in 6 installments commencing with the first installment payable on the date of occupancy, and each subsequent installment, including interest, payable on the anniversary date each year thereafter.
- 3.17 Notwithstanding Subsection 3.15, Development Charges for non-profit housing developments are due and payable in 21 installments commencing with the first installment payable on the date of occupancy, and each subsequent installment, including interest, payable on the anniversary date each year thereafter.
- 3.18 Where the development of land results from the approval of a Site Plan or Zoning Bylaw Amendment application received on or after January 1, 2020, and the approval of the application occurred within 2 years of building permit issuance, the Development Charges under Subsections 3.15, 3.16 and 3.17 shall be calculated based on the rates set out in Schedule "B" on the date of the planning application, including interest. Where both planning applications apply, Development Charges under Subsections 3.15, 3.16 and 3.17 shall be calculated based on the rates, including interest, set out in Schedule "B" on the date of the later planning application, including interest.
- 3.19 For the purpose of Subsections 3.16, 3.17 and 3.18 herein, "interest" means the weighted average interest rate on the Township's outstanding debt plus one percentage point. The weighted average interest rate will be updated on an annual basis using the following formula:

$$\frac{\text{Total interest payments made during the year}}{\text{Total debt principal outstanding at the beginning of the year}}$$

In cases where no interest payments were made by the Township during the preceding year, the Township's 10-year borrowing rate will be used instead.

- 3.20 This shall not be deemed to limit the authority of the Council to enter into an agreement for payment of the development charges before or after the date of building permit issuance subject to Section 27 of the *Development Charges Act, 1997*.
- 4. Payment of Services**
- 4.1 Despite the payment required under Sections 3.10 to 3.13, Council may, by agreement, give a credit towards a development charge in exchange for work that relates to a service to which a development charge relates under this By-law.
- 5. Indexing**
- 5.1 Development charges imposed pursuant to this By-law shall be adjusted annually on the first day of January, without amendment to this By-law and in accordance with the most recent twelve month change in the Statistics Canada Non-

residential Building Construction Price Index for Toronto (i.e. Statistics Canada. Table 18-10-0135-01 Building construction price indexes, by type of building.)

6. Schedules

- 6.1 The following schedules shall form part of this By-law:
Schedule A – Components of Services Designated in Section 2.1; and
Schedule B – Schedule of Development Charges.

7. Conflicts

- 7.1 Where the Township and an owner or former owner have entered into an agreement with respect to land within the area to which this By-law applies, and a conflict exists between the provisions of this By-law and such agreement, the provisions of the agreement shall prevail to the extent that there is a conflict.
- 7.2 Notwithstanding Section 7.1, where a development which is the subject of an agreement to which Section 7.1 applies, is subsequently the subject of one or more of the actions described in subsection 3.4(a), an additional development charge in respect of the development permitted by the action shall be calculated, payable and collected in accordance with the provisions of this By-law if the development has the effect of increasing the need for services, unless such agreement provides otherwise.

8. Severability

- 8.1 If, for any reason, any provision of this By-law is held to be invalid, it is hereby declared to be the intention of Council that all the remainder of this By-law shall continue in full force and effect until repealed, re-enacted, amended or modified.

9. Date By-law In Force

- 9.1 This By-law shall come into effect at 12:01 a.m. on April 15, 2020.

10. Date By-law Expires

- 10.1 This By-law will expire at 12:01 a.m. on April 15, 2025 unless it is repealed by Council at an earlier date.

11. Existing By-law Repealed

- 11.1 By-laws No. 2015-034 and 2017-022 are hereby repealed upon the enforcement of this By-law.

READ a first, second and third time on Tuesday, _____, 2020.

Mayor Gregg Davidson

Clerk Barb Schellenberger

**Schedule “A” To
By-law Number 2020-026
Components of Services Designated in Section 2.1**

100% Eligible Services

Water Services

Wastewater Services

Roads and Related Services

Roads

Public Works Facilities

Roads and Related Vehicles

Fire Protection Services

Fire Facilities

Fire Vehicles

Fire Small Equipment and Gear

90% Eligible Services

Parks and Recreation Services

Parkland Amenities

Recreation Facilities

Parks and Recreation Vehicles and Equipment

Administration Services

Growth-related Studies

**Schedule “B” To By-law Number 2020-026
 Schedule of Development Charges**

Service	Residential				Wind Turbines and Telecommunication Towers	Non-residential
	Single and Semi- Detached Dwelling	Apartments - 2 Bedrooms +	Apartments - Bachelor and 1 Bedroom	Other Multiples		(per sq.ft. of Gross Floor Area)
Township Wide Services:						
Roads and Related	\$ 3,997	\$ 1,819	\$ 1,546	\$ 2,602	\$ 3,997	\$ 1.29
Fire Protection	\$ 461	\$ 210	\$ 178	\$ 300	\$ 461	\$ 0.15
Parks and Recreation	\$ 131	\$ 60	\$ 51	\$ 85	\$ -	\$ -
Administration	\$ 213	\$ 97	\$ 82	\$ 139	\$ 213	\$ 0.07
Total Township Wide Services	\$ 4,802	\$ 2,186	\$ 1,857	\$ 3,126	\$ 4,671	\$ 1.51
Urban Services						
Wastewater Services	\$ 6,064	\$ 2,760	\$ 2,345	\$ 3,947	\$ -	\$ 1.87
Water Services	\$ 2,239	\$ 1,019	\$ 866	\$ 1,457	\$ -	\$ 0.69
Total Urban Services	\$ 8,303	\$ 3,779	\$ 3,211	\$ 5,404	\$ -	\$ 2.56
GRAND TOTAL RURAL AREA	\$ 4,802	\$ 2,186	\$ 1,857	\$ 3,126	\$ 4,671	\$ 1.51
GRAND TOTAL URBAN AREA	\$ 13,105	\$ 5,965	\$ 5,068	\$ 8,530	\$ 4,671	\$ 4.07

THE CORPORATION OF THE TOWNSHIP OF MAPLETON

BY-LAW NUMBER 2020-027

Being a by-law to authorize the Mayor and Clerk to execute an Agreement between Moorefield Excavating and The Corporation of the Township of Mapleton

WHEREAS the Township of Mapleton is desirous of entering into an agreement between Moorefield Excavating and the Corporation of the Township of Mapleton to facilitate the replacement of Culvert MB015;

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

1. That the Mayor and Clerk be authorized to execute an Agreement between Moorefield Excavating and The Corporation of the Township of Mapleton;
2. A copy of the agreement is attached hereto as Schedule "A" and forms part of this By-law.

READ a first, second and third time and finally passed this 14th day of April, 2020.

Mayor Gregg Davidson

Clerk Barb Schellenberger



BURNSIDE

Document G

Articles of Agreement

G. ARTICLES OF AGREEMENT

Replacement of Culvert MB015 Contract No. 300044060

THIS AGREEMENT made the _____ day of _____ 2020

BY AND BETWEEN: Moorefield Excavating

(herein and throughout the Contract Documents
called the "Contractor")

- and -

Township of Mapleton

(herein and throughout the Contract Documents
called the "Owner")

WITNESSETH

That the Owner and the Contractor in consideration of the fulfilment of their respective promises and obligations herein set forth covenant and agree with each other as follows:

ARTICLE I

- (a) This Agreement applies to the supply of all labour, material and equipment necessary to complete the Work as set out in this Contract.
- (b) This Agreement, together with the documents listed in Clause 3.2 of Document A of the Bid Documents constitute the "Contract" and are to be read herewith and form part of the Contract as fully and completely to all intents and purposes as though all the stipulations thereof had been embodied herein.
- (c) The date from which this Contract is to be in force is the _____ day of _____, 2020.

(d) Interest

- (i) Subject to GC 8.02.04.09, Interest for Late Payment and GC 8.02.04.10, Interest for Negotiations and Claims, should either party fail to make payments as they become due under the terms of the Contract or in an award by arbitration or court, interest at a variable nominal rate per annum equal on each day to the Bank Rate then in effect plus one and one-half percent (1.5%) on the outstanding payment shall also become due and payable until payment. Such interest shall be compounded on a monthly basis.
 - (ii) Subject to GC 8.02.04.09, Interest for Late Payment and GC 8.02.04.10, Interest for Negotiations and Claims, interest shall apply at the rate and in the manner prescribed by the preceding section on the amount of any claim advanced and for which the Contractor is thereafter entitled to payment, either pursuant to Section GC 3.13 of the General Conditions of Contract, or otherwise, from the date the amount would have been due and payable under the Contract, had it not been in dispute, until the date it is paid.
- (e) The Contract supersedes all prior negotiations, representations, or agreements, either written or oral, relating in any manner to the Work, including the Bid Documents that are not expressly listed as forming part of the Contract Documents. The Contract may be amended only as provided in the Contract Documents. The Contract Documents shall enure to the benefit of and be binding upon the parties hereto, their respective successors and permitted assigns.

ARTICLE II

THE CONTRACTOR UNDERTAKES AND AGREES:

- (a) To do all the work and furnish all the labour, equipment, materials, tools, plant, appliances and transportation necessary or proper for the performing and completing of the Work, as set forth in the Contract Documents, and in the manner and within the time specified in the Contract Documents and otherwise do and fulfill everything indicated by the Contract Documents.

The Contract Documents are intended to cover and provide for proper completed work in all respects, and everything necessary to carry out this intent which may reasonably be implied from the Contract Documents must be done by the Contractor, even if not explicitly referred to.

- (b) The Contractor shall guarantee the Work free from any defects in materials and workmanship under normal operating conditions throughout the Warranty Period as defined in the Contract.
- (c) The decision of the Contract Administrator is to be final and binding on the Contractor and the Owner as to the nature and cause of any defects and deficiencies in the Work and as to the remedy required for each and as to which party shall bear the cost of such remedy. Failure to comply with the directions of the Contract Administrator within forty-eight (48) hours after written notice may result in the Contract Administrator having the work performed by others and the cost thereof being deducted from the amount due to the Contractor.
- (d) To furnish the following:
- (i) Performance Bond and Labour and Materials Payment Bond each in the amount of one hundred percent (100%) of the Total Bid Price (per Appendix “G” of Document B) including HST, or an acceptable Letter of Credit Security (or alternate security, if applicable).
 - (ii) Evidence of all Insurance required by the Contract Documents.
 - (iii) Current Clearance Certificate from the Workplace Safety & Insurance Board (WSIB).
- (e) The Contractor hereby acknowledges and agrees that the cost of any item of work reasonably inferred to be necessary for proper completion of the Work, yet not specifically listed in the Schedule of Unit Prices is

- considered to be incorporated in the prices that are listed in Schedule of Unit Prices. The Contractor further acknowledges and agrees that the prices listed in Schedule of Unit Prices include, without limitation, duties, taxes, royalties, permits, customs, insurance, bonds, handling, transportation, overhead, profit and all other charges and expenses, except only for the Value Added Tax.
- (f) The Contractor also acknowledges and agrees that:
- (i) The estimated quantities in the Schedule of Unit Prices are only approximate and are not a representation, warranty or guarantee of the number of units of each item that will be a part of the Work and the measured quantities of completed work or materials may vary from such estimated quantities. Such variation will not invalidate the Contract or the prices in Schedule of Unit Prices and the Owner shall have no liability or obligation to the Contractor in regard to such variation including, without limitation, incidental, consequential, direct, loss of profits, loss of opportunity, loss of good will, loss of revenue, special or other damages.
 - (ii) With the exception of the lump sum amounts for completed items set out in Schedule of Unit Prices, payment will only be made for the actual measured quantities of completed work performed or materials furnished as a part of the Work, as determined in accordance with the Contract Documents.
- (g) These amounts may be subject to adjustments as provided for in the Contract Documents.
- (h) As such payments become due, the Contractor shall, in accordance with the terms of its agreements with any Subcontractors, pay all of its Subcontractors in full on account of work properly performed or Materials properly supplied, as applicable, less any holdback monies retained in compliance with the *Construction Act* (Ontario).

ARTICLE III

THE OWNER UNDERTAKES AND AGREES:

- (a) The Owner shall pay Contractor, for the performance of the Work, in accordance with the Contract Documents, the following:
 - (i) for the completed lump sum components of the Work, the lump sum amounts set out in Schedule of Unit Prices; and
 - (ii) for the completed unit price components of the Work, the aggregate amount of the actual number of units of measurement of each item multiplied by the appropriate unit price that is set out in the Schedule of Unit Prices.
- (b) Subject to, and in accordance with, the provisions of the Contract Documents, and the *Construction Act* (Ontario), the Owner shall:
 - (i) Make monthly progress payments to the Contractor on account of the Work performed when due in the amount verified by the Contract Administrator together with such Value Added Taxes as may be applicable to such amount certified by the Contract Administrator;
 - (ii) Upon Substantial Performance of the Work, pay to Contractor eighty percent (80%) of the statutory holdback (i.e., eight percent (8%) of the value of completed work) in respect of Work performed up to the date of Substantial Performance when due together with such Value Added Taxes as may be applicable to such payment.
 - (iii) Upon the expiry of the Warranty Period, and rectification of all deficiencies and required completion of incomplete Work, pay to Contractor the remaining twenty percent (20%) of the statutory holdback (i.e., two percent (2%) of the value of completed work) in respect of the Work performed up to the date of Substantial Performance, which the Owner has retained, when due together with such Value Added Taxes as may be applicable to such payment.

ARTICLE IV

All communications in writing between the parties or between them and the Contract Administrator shall be deemed to have been received by the addressee if sent to:

The Contractor at:

Moorefield Excavating
Jerry Roubos
6297 Wellington Road 109 South, RR #3
Harriston ON N0G 1Z0

Or by fax 519-510-3277

Or by email info@moorefieldex.ca

- and to the Owner at:

Township of Mapleton
Sam Mattina, C.E.T. (Civil) CMM III
Director of Public Works
Box 160 Drayton ON N0G 1P0

Or by fax 519-638-5113

Or by email smattina@mapleton.ca

- and to the Contract Administrator at:

R.J. Burnside & Associates Limited
Jeremy Cober, P. Eng.
15 Townline
Orangeville ON L9W 3R4

Or by fax 705-446-2399

Or by email jeremy.cober@rjburnside.com

ARTICLE V

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors, executors, administrators and assigns. Note that the use of seals, while encouraged when available, is not mandatory.

IN WITNESS WHEREOF the Contractor and the Owner have respectively affixed their corporate seals and the hands of their proper officers on or about the day and year first above written.

Contractor

For the Contractor/Signature & Seal

Date Signed

Witness

Owner

For the Owner/Signature & Seal

Date Signed

Witness

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



March 18, 2020

EXPLANATION OF APPEAL PROCEDURES

DEAR SIR or MADAM:

Attached is a **Notice of Decision for a Change of Condition on Application for Consent (B138-18)** pursuant to the provisions of the Ontario Planning Act.

The Decision of the County of Wellington Planning and Land Division Committee, and/or the Conditions of Approval for the provisional consent **may be appealed to the Local Planning Appeal Tribunal not later than 20 days after the giving of Notice of Decision is completed**, by filing with the Secretary-treasurer of the County of Wellington Planning and Land Division Committee at the above address a **written notice** of your desire to appeal the Decision and/or a **written notice** of your desire to appeal a Condition(s) of Approval imposed in the Decision. **Such notice will require reasons to be set out in writing of your appeal, and must be accompanied with a fee of \$ 300.00, as prescribed by the Local Planning Appeal Tribunal Act.** Certified cheques, or money orders should be made payable to the **Minister of Finance of Ontario**.

If a person or public body that files an appeal of a decision of the County of Wellington Planning and Land Division Committee in respect of the proposed consent has not made a written submission to the County of Wellington Planning and Land Division Committee before it gives or refuses to give a provisional consent then the Local Planning Appeal Tribunal may dismiss the appeal.

Also, the Local Planning Appeal Tribunal may, where it is of the opinion that the reasons in support of an appeal are insufficient, dismiss the appeal without a full hearing; but, before so dismissing an appeal, shall notify the appellant and afford him or her an opportunity to make representation as to the merits of the appeal.

The Local Planning Appeal Tribunal, when it is holding a hearing, will give notice to such agencies or persons and in such manner as the Tribunal may determine, and in this appeal hearing, may make any decision that could have been made on the original application.

If the Decision of the County of Wellington Planning and Land Division Committee is to give provisional consent on the above-numbered application, and no appeals are filed within the time period allowed, the Consent shall be given, **except that where conditions of approval have been imposed, the Consent shall not be given until** the conditions of approval have been fulfilled to the satisfaction of the Secretary-Treasurer of the County of Wellington Planning and Land Division Committee.

Subject to any action taken under Subsection 53(23), the Applicant(s) has a **period of ONE YEAR FROM the GIVING of NOTICE of DECISION to fulfill all the Conditions of Approval in respect of the consent. If the Applicant(s) has not fulfilled all the conditions, the Consent on the application shall thereupon be Deemed to be Refused, pursuant to Subsection 53(41) of the Ontario Planning Act.**

ADDITIONAL INFORMATION regarding this application for consent and this decision of the County of Wellington Planning and Land Division Committee is available for inspection at the County of Wellington Planning and Land Division office at 74 Woolwich Street, Guelph, Ontario, during regular business hours, Monday through Friday.
Phone – 519 837 2600 x2160 or x2170; Fax – 519 837 3875

MAILED TO:

OWNER – Bradco Holstein Inc. APPLICANT – Trustees of Olivet Mennonite Church SOLICITOR – Cynthia Hastings

MUNICIPALITY – Township of Mapleton

COUNTY OF WELLINGTON PLANNING DEPARTMENT

ONTARIO PLANNING ACT, Section 53 (23, 24)

NOTICE of DECISION re REQUEST FOR CHANGE of CONDITION

File B138-18

APPLICANT

Bradco Holstein Inc.
7555 Fourth Line
RR#2
Wallenstein NOB 2S0

LOCATION OF SUBJECT LANDS

Township of Mapleton (Peel)
Part Lot 12
Concession 5

The Planning and Land Division Committee, having regard to the provisions in the Ontario Planning Act R.S.O. 1990, as amended and having regard also to the Provincial Policy Statement conclude that:

In the matter of an application by Bradco Holstein Inc. pursuant to Subsections 53 (23, 24 & 26) of the Planning Act, R. S. O. 1990 as amended for consent to change conditions of approval which were imposed on Provisional Consent B138-18, Proposed lot line adjustment is 0.22 hectares with no frontage (Parcel B on sketch), agricultural use to be added to abutting cemetery – Olivet Mennonite Church (Parcel C on sketch). in the Township of Mapleton Peel, Part Lot 12 Concession 5 and specifically Condition No. 4 regarding the number of deposited reference plans, **PROVISIONAL CONSENT IS GRANTED SUBJECT NOW TO THE FULFILMENT OF 11 CHANGED CONDITIONS OF APPROVAL.** The Planning and Land Division Committee has the opinion that Condition No. 4 may be changed to require the Owner's solicitor to provide two (2) copies of a full print of that deposited reference plan after receipt of the solicitor's letter for this request. Notice of this change of condition will be provided to the owners, applicants, Township of Mapleton and Wellington County Planning Department.

FINAL CONSENT IS DEEMED TO BE GIVEN when the Secretary-Treasurer of the Planning and Land Division Committee has received written proof that all of the conditions of approval have been fulfilled within the prescribed period of time.

THE PLANNING AND LAND DIVISION COMMITTEE ADVISES THE APPLICANT that all of the conditions of approval for this provisional consent must be fulfilled within a period of one year after written notice of this decision was given or consent shall be deemed to be refused. In the event of an appeal to the Local Planning Appeal Tribunal, the application for consent shall not be deemed to be refused for failure to fulfill the conditions until the expiry of one year from the date of the order of the Local Planning Appeal Tribunal issued in respect of the appeal.

THE PLANNING AND LAND DIVISION COMMITTEE ALSO ADVISES THE APPLICANT THAT WRITTEN NOTICE of this DECISION WAS GIVEN by the Planning and Land Division Committee's Secretary-Treasurer on MARCH 18, 2020 All conditions of approval must be fulfilled NO LATER THAN (4:30 p.m.) ON March 19, 2021.

CONDITIONS OF APPROVAL TO BE FULFILLED:

- 1 **THAT** the Owner's solicitor, in preparation for the issuance of the Certificate of Consent, provide to the Secretary-Treasurer of the County of Wellington Planning and Land Division Committee a printed copy of the "completed electronic transfer document in preparation".
- 2 **THAT** the Owner of the consented parcel shall consolidate the consented parcel with the abutting lands to which the consented parcel is to be added for B138-18 as a single parcel ("the consolidation") and **THAT** the solicitor for the owner shall provide an undertaking in writing to the Secretary-Treasurer of the County of Wellington Planning and Land Division Committee that the solicitor will attend to the consolidation and to provide within 30 days of the date of registration in the Land Registry/Land titles Office for Wellington (No. 61) a copy of the receipted and registered electronic Transfer including the Form 4 Certificate and the Application for Consolidation of Parcels for the consolidation.
- 3 **THAT** the Owner, as provided for under Section 69 of the Planning Act, R.S.O. 1990, shall pay to the Treasurer of the County of Wellington the administrative fee which is in effect at the time of the payment of the fee for the review and issuance of the Certificate of Consent for the severed parcel.
- 4 **THAT** the transfer for registration with respect to description complies with Ontario Regulation 43-96; and if that description contains a reference to a Reference Plan(s), the Owner's solicitor shall provide a two (2) full print copies of that deposited reference plan(s) as well as a digital PDF copy to the secretary-treasurer of the Planning and Land Division Committee.
- 5 **THAT** the Purchaser take title of the severed lands in the same manner as he holds his abutting lands; and **THAT** Section 50, subsection (3) of the Ontario Planning Act, R.S.O. 1990 as amended shall apply to any subsequent conveyance or any transaction involving the parcel of land that is the subject of this consent.
- 6 **THAT** the conveyancing documents for the severed parcel contain a statement to ensure that Section 50, subsection (3) of the Planning Act, R. S. O. 1990, as amended shall apply to any subsequent conveyance or transaction with respect to the land described herein; and a statement that the consented parcel and the abutting lands to which this consented parcel is to be added shall be dealt with contemporaneously in any future conveyances or transactions unless further consent is granted under the Planning Act or other lawful order.
- 7 **THAT** the County of Wellington Planning Department submit to the Secretary-Treasurer of the Planning and Land Division Committee written approval which indicates that the Minimum Distance Separation required under Formula 1 are met.
- 8 **THAT** the Owner satisfy all the requirements of the Township of Mapleton, financial and otherwise (included but not limited to Taxes paid in full; copy of Deposited Reference Plan being hard copy and digital) which the Township of Mapleton 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 further that the Township of Mapleton file with the Secretary-Treasurer of the Planning and Land Division Committee a letter of clearance of this condition.

- 9 **THAT** the Owner receive zoning compliance and classification from the Local Municipality in a manner deemed acceptable by the Local Municipality; and that the Local Municipality file with the Secretary-Treasurer of the Planning and Land Division Committee a letter of clearance of this condition.
- 10 **THAT** Service connections to be confirmed to the satisfaction of the Township of Mapleton; and further that the Township of Mapleton file with the Secretary-Treasurer of the Planning and Land Division Committee a letter of clearance of this condition.
- 11 **THAT** Cemetery Legislation requirements be met; and further that the Township of Mapleton file with the Secretary-Treasurer of the Planning and Land Division Committee a letter of clearance of this condition.






End of Conditions of Approval; see next page for signatures, dates and other information

NOTICE OF DECISION ON CHANGE OF CONDITION, APPLICATION B_138-18, continued:

PLEASE BE ADVISED:

1. Additional information regarding this application for consent is available to the public for inspection at the County of Wellington Land Division Office, 74 Woolwich Street, Guelph ON N1H 3T9 during regular business hours, Monday through Friday, holidays excepted.
2. You will be entitled to receive notice of any changes to the conditions of the provisional consent if you have either made a written request to be notified of the decision to give or refuse to give provisional consent or made a written request to be notified of changes to the conditions of the provisional consent.
3. Only individuals, corporations or public bodies may appeal decisions in respect of applications for consent to the Local Planning Appeal Tribunal. A notice of appeal may be filed on behalf of an unincorporated association by a person who is a member of the association but not by the association.

WE, the undersigned

 _____ Earl Campbell	 _____ Don McKay
 _____ Mary Lloyd	 _____ Allan Ails
 _____ Kelly Linton	

CONCURRED TO GRANT A CHANGE OF CONDITIONS FOR PROVISIONAL CONSENT B138-18 ON MARCH 12, 2020

AN APPEAL TO THE ONTARIO MUNICIPAL BOARD IN RESPECT OF THIS DECISION OR CONDITION(S) OF APPROVAL MUST BE FILED WITH THE SECRETARY-TREASURER OF THE LAND DIVISION COMMITTEE NO LATER THAN 4:30 p.m. ON APRIL 7, 2020

I certify that these two pages are the decision of the County of Wellington Planning and Land Division Committee with respect to this request for a change of condition on provisional consent B138-18.

DATED: MARCH 18, 2020

SIGNED: 



COUNTY OF WELLINGTON

Meeting Minutes

Attendees: Adam McNabb, Wellington North
 Jessica Spina, Town of Erin
 Michael Mullen, Centre Wellington
 Ian Roger, Guelph/Eramosa Township
 Sam Mattina, Mapleton Township
 Linda Redmond, County of Wellington
 Karen Chisholme, County of Wellington

Regrets: Michael Fowler, Town of Puslinch
 Gordon Duff, Town of Minto

From: Karen Chisholme, Climate Change Coordinator

Subject: Energy and Emissions Reduction Strategy – Steering Advisory Group (SAG),
 Meeting Minutes

Date: February 13, 2020

The County of Wellington has initiated a corporate and community energy and emissions reduction strategy. The second meeting of the Steering Advisory Group was held February 13 2020 at the Aboyne library. The purpose of this meeting was to provide an overview of the Evolv1 building tour, discuss municipal climate change initiatives and constraints, review applications for the Community Advisory Group and discuss the draft community engagement plan.

Item	Discussion	Action
1. Project overview and welcome to new members	Karen provided an overview of the project to the steering advisory group. New members from Mapleton and Guelph/Eramosa Township were introduced.	
2. Evolve 1 presentation	Karen provided an overview of the January 17, 2020 Evolve 1 building tour.	
3. Municipal Climate Change initiatives	Each municipality presented their climate action initiatives: Centre Wellington – replacing old pumps from 80s, LEDs in streetlight and facilities, district monitoring of water to track waste, need a (senior) champion to promote climate action. Guelph/Eramosa – Converted streetlight to LEDs, light monitoring sensors, improved insulation, replacing overhead doors, life cycle replacement to higher efficiency, application in for new arena. Erin – Led streetlights, roof solar panels, single use plastics reduction plan, forming an energy and sustainability committee, PCP member Wellington North – LED streetlights, VFD’s on pumps, constrained by budget Mapleton – LED streetlights, Trees for Mapleton, upgrades to waste water, working on getting solar panels, constrained by staff capacity	
4. Draft Community Emissions	Karen presented the draft community emissions including data gaps and confidence as well as areas that require additional work.	Karen to provide copy of presentation (attached) and provide community emissions based on municipality.

		Karen to provide update to emissions inventory as soon as it is available.
5.CAG application review	<p>Karen presented the applicants for the Community Advisory Group, their evaluations and recommended CAG members. The CAG will include the following members:</p> <p>Lynda White, Arthur (Industry Rep) Willard Metzger, Drayton (Member at Large) Jen Packer, Guelph (Member at Large) Jay Mowat, Erin (Member at Large) Elizabeth Roth, Palmerston (Young Adult Member)</p>	Karen will contact all applicants regarding the status of their membership to CAG and arrange the first meeting.
6.Community Engagement Plan	Karen provided an overview of the draft community engagement plan and details on potential engagement activities. This plan will be further discussed with CAG and refined as the project proceeds.	Draft community engagement plan attached
7.Next Steps	<ul style="list-style-type: none"> • Contact CAG members and set date/time for first meeting <ul style="list-style-type: none"> • CAG terms of reference, intro to project and each other • Explore their expectations • Present community emissions data • Present Community Engagement Plan – Focus on High School Engagement • Continue to gather community data • Indigenous Engagement? • Continue to develop library display • Bike to work day? (May) 	
8.Next meeting	Next meeting will be in March, depending on timing of CAG meeting and high school engagement activities.	

Agenda

- Presentation of our trip to Evolv1
- Municipal Climate Change Activities
- Community Advisory Group
- Community Engagement Plan
- Next steps

evolv **1**

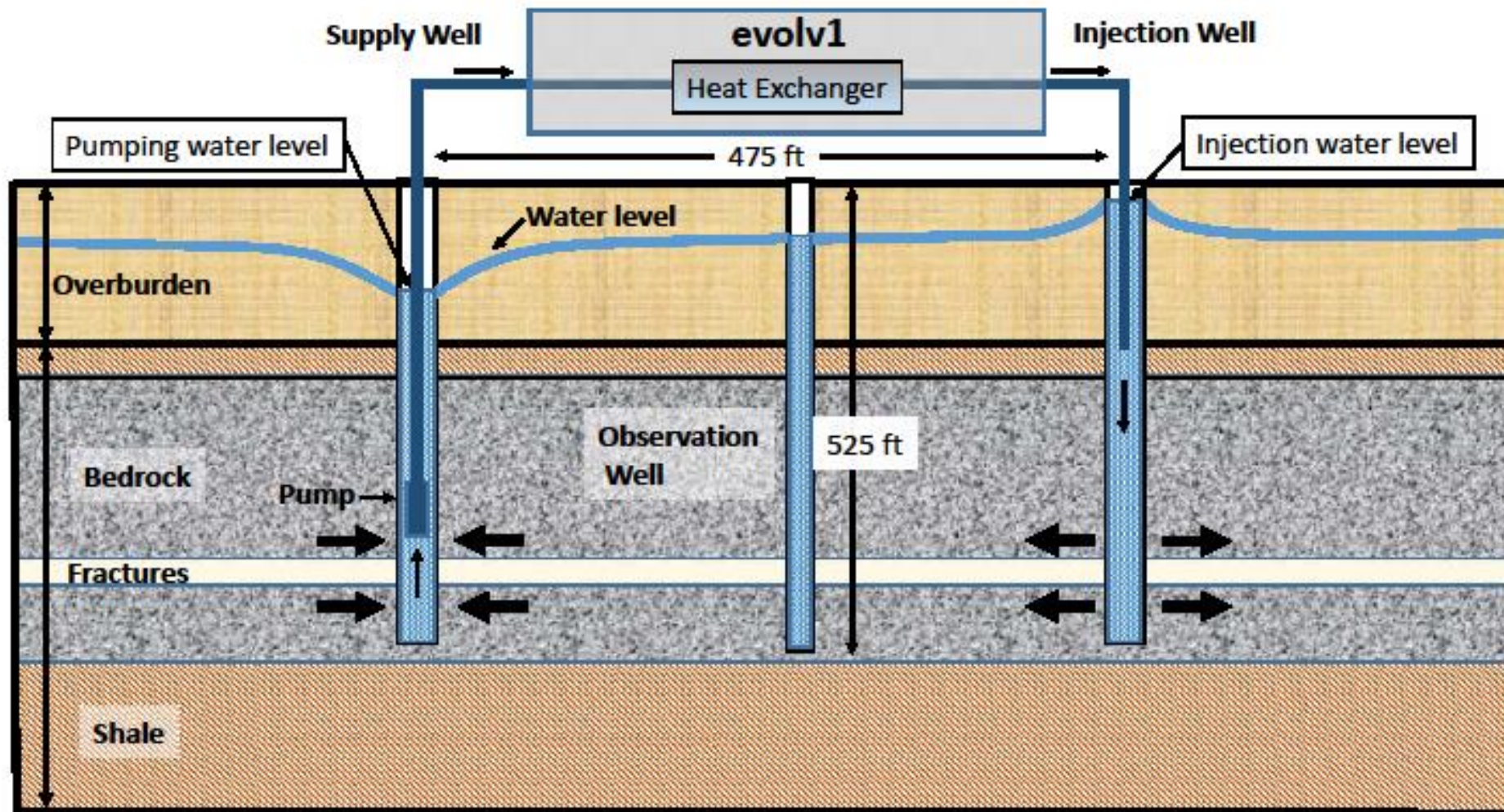


THE CORA GROUP
Developers & Managers of Commercial Real Estate



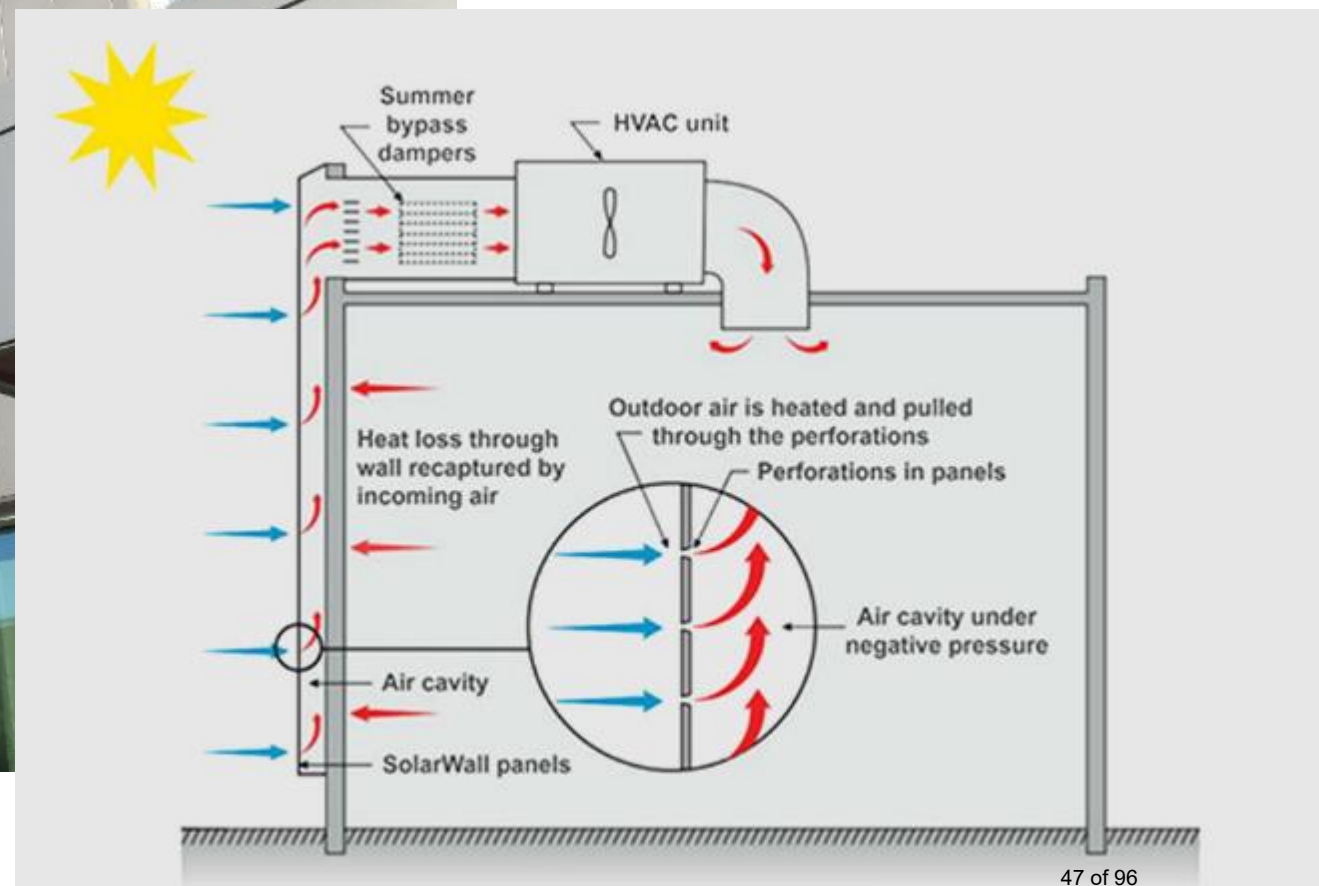
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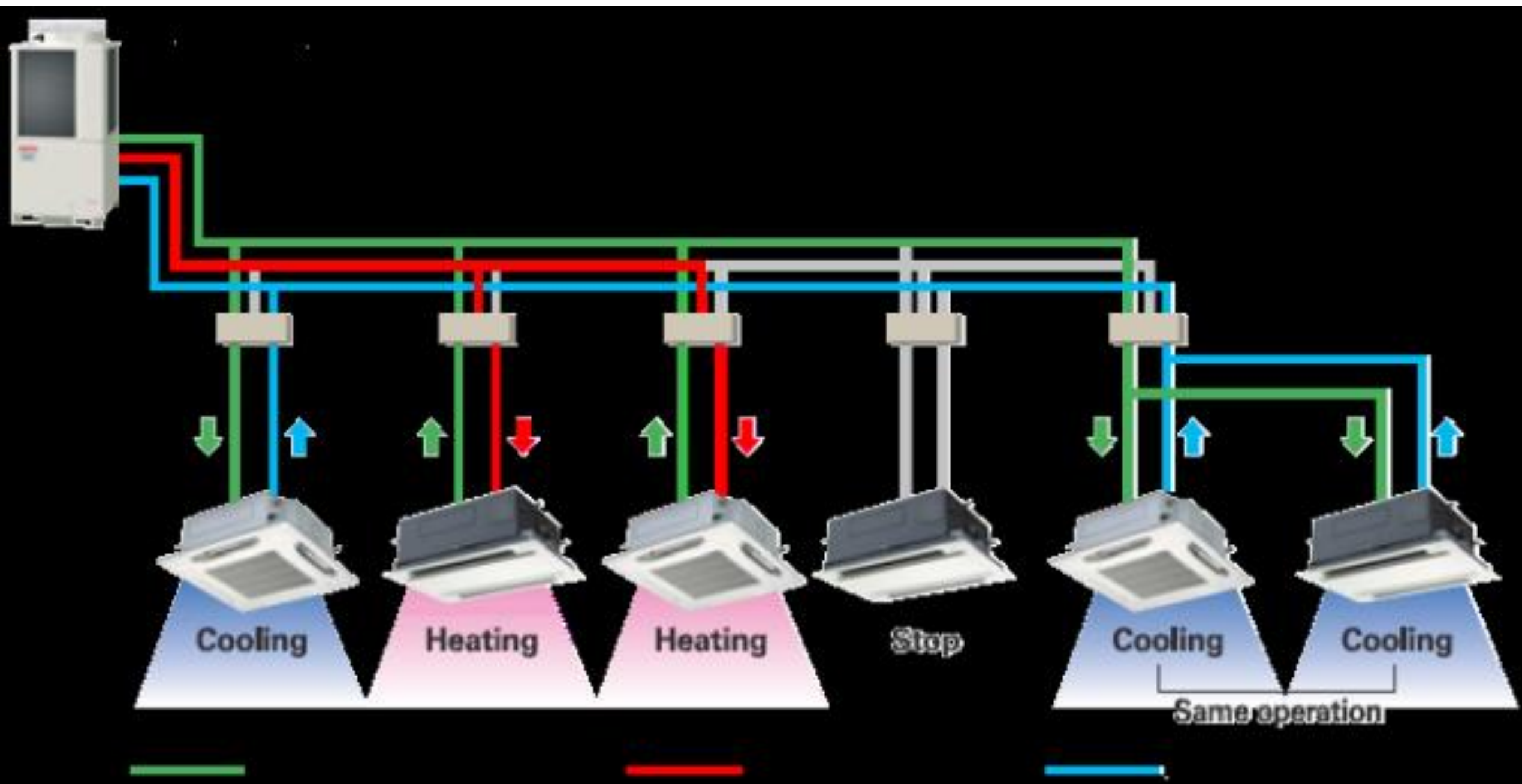




Open Loop (water well) Geothermal System













Municipal Climate Change Activities

Community Emissions Inventory

	t eCO ₂
Residential	71,161
Electricity	8,131
Natural Gas	63,030
Commercial/Industrial	118,274
Electricity	12,531
Natural Gas	105,743
Other (electricity)	58
Oil and propane	10,338

DRAFT

Community Emissions Inventory

	t eCO ₂
Transportation	128,076
Community Waste	12,597
Agriculture	470,339???
TOTAL	810,843

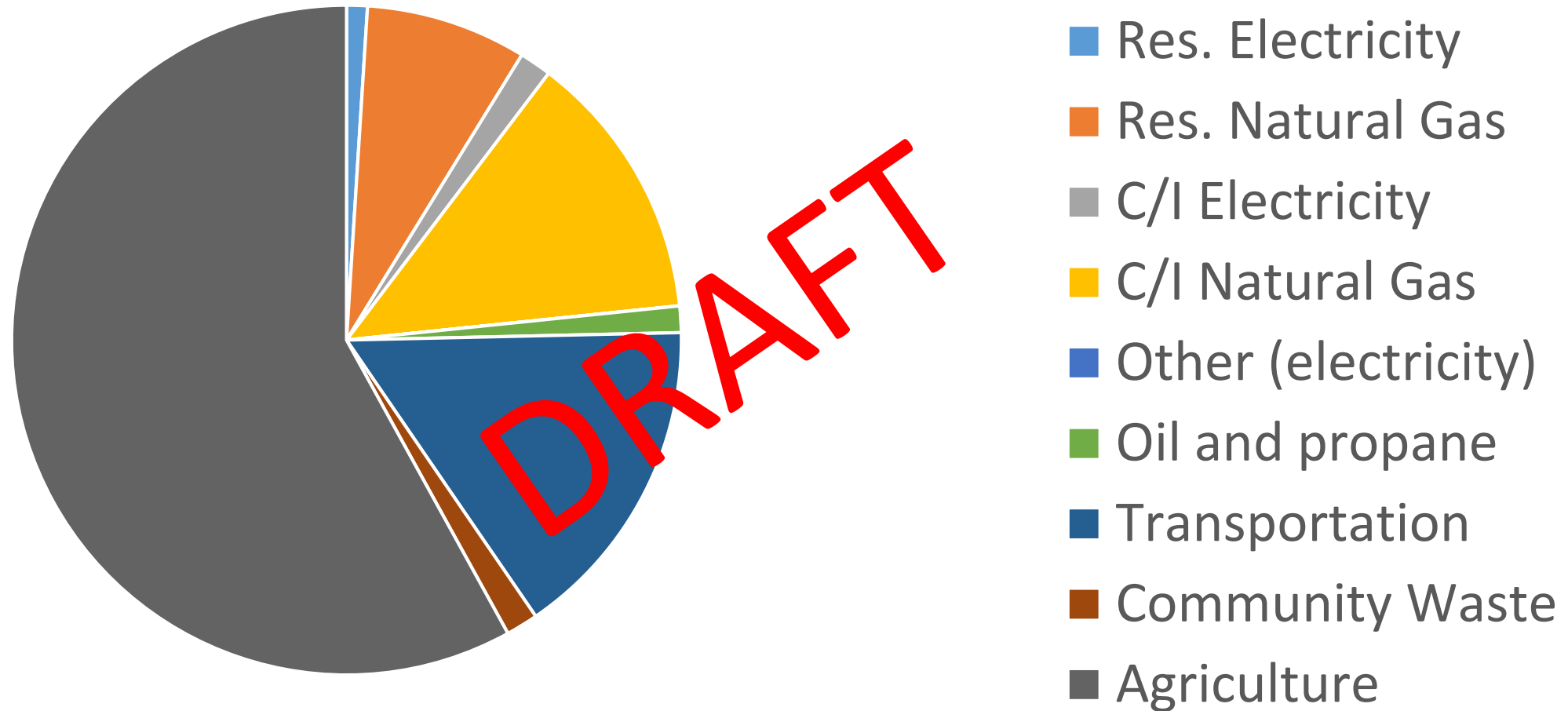
DRAFT

Agriculture Emissions

	t eCO ₂
Enteric Fermentation	219,188
Manure Management	103,562
Agrisoils	144,525
Crop residue burning	9
Liming/Urea	3,055
TOTAL	470,339

DRAFT

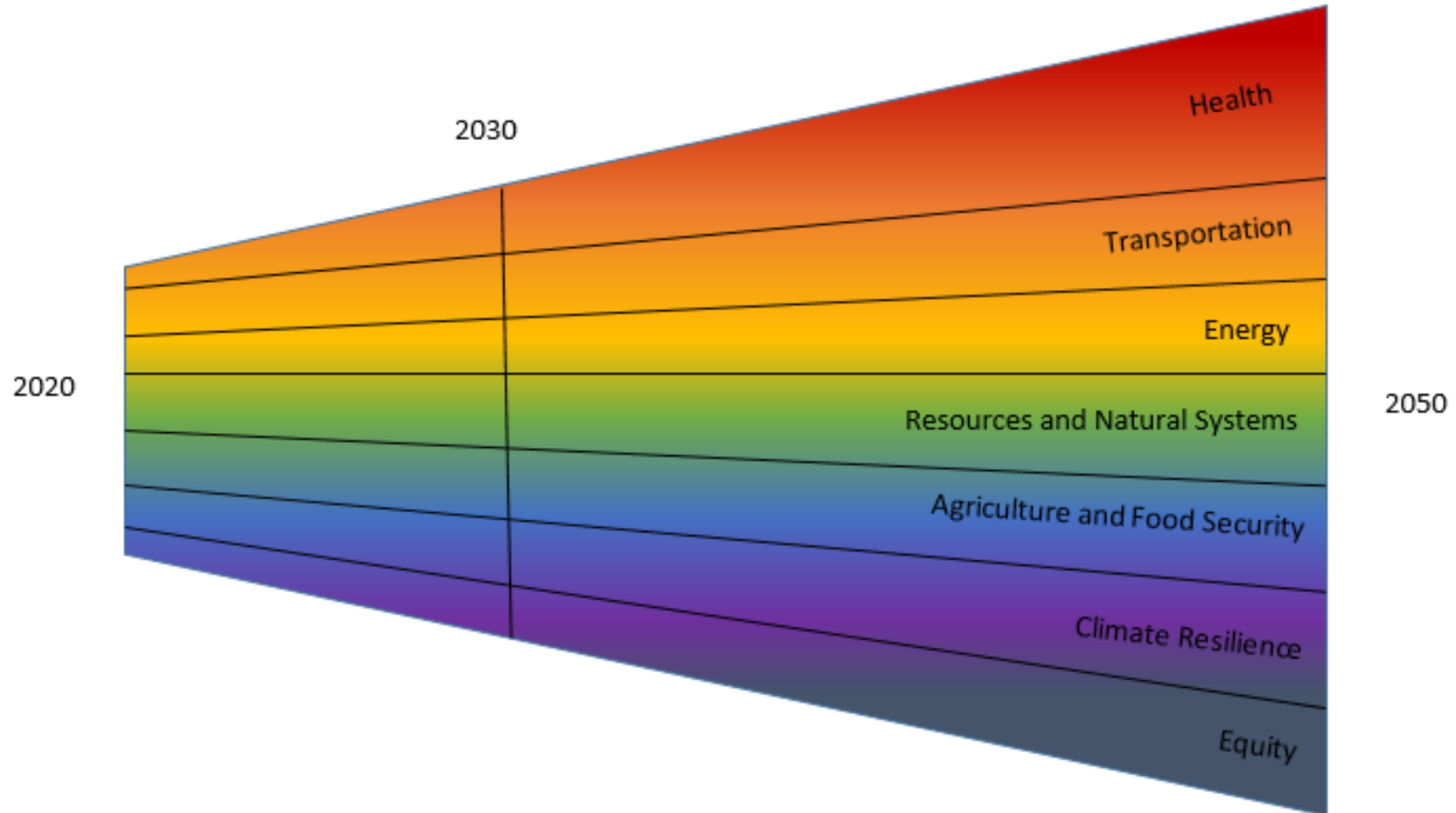
Community Emissions Inventory



Community Advisory Group

- Call for applicants:
 - Social media posts
 - Wellington Advertiser (Jan 16, 23)
 - County of Wellington In Business News
 - Network circulation
- # Applicants:
 - Members-at-large: 9
 - Young Adult Members: 2
 - Commercial/Industrial: 1
 - Enquiries: 3

Community Engagement Plan



Community Engagement Plan

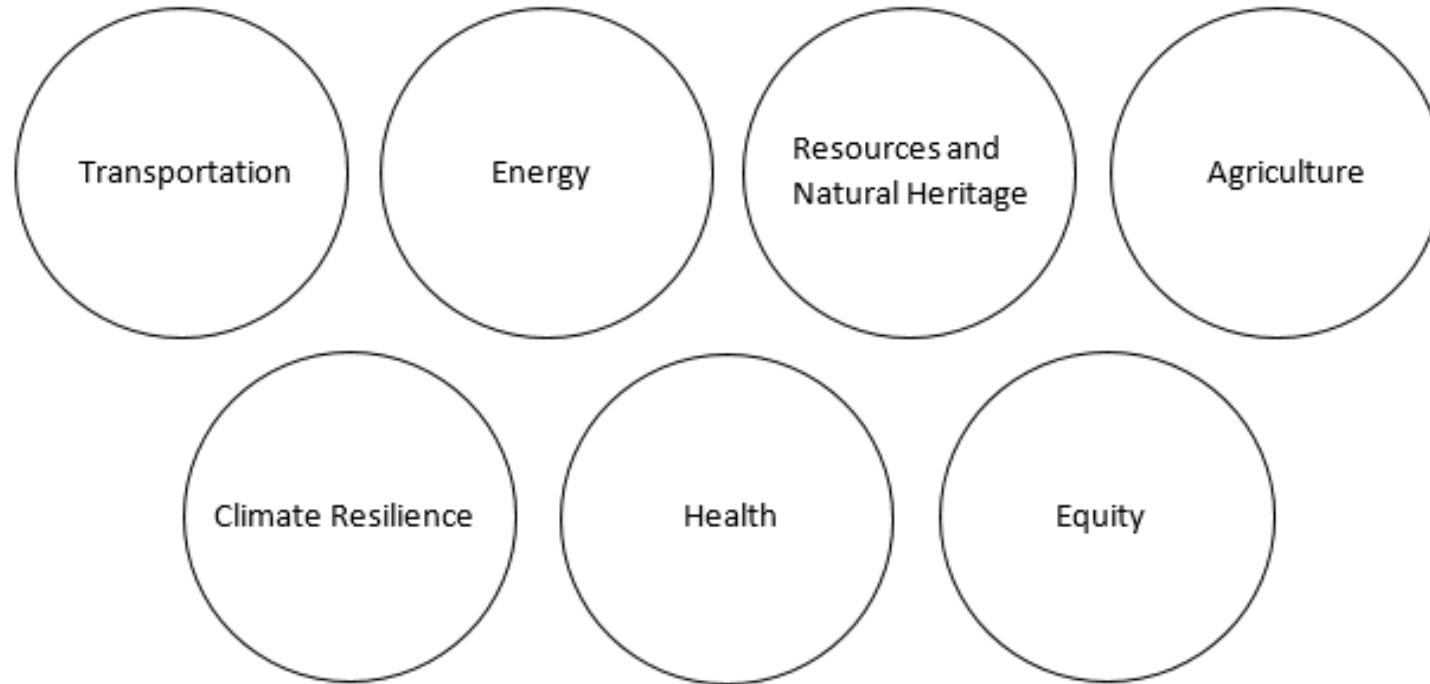
What reduction target should the County aim to achieve by 2020?
(place a sticker)




0%

50%

100%

Community Engagement Plan

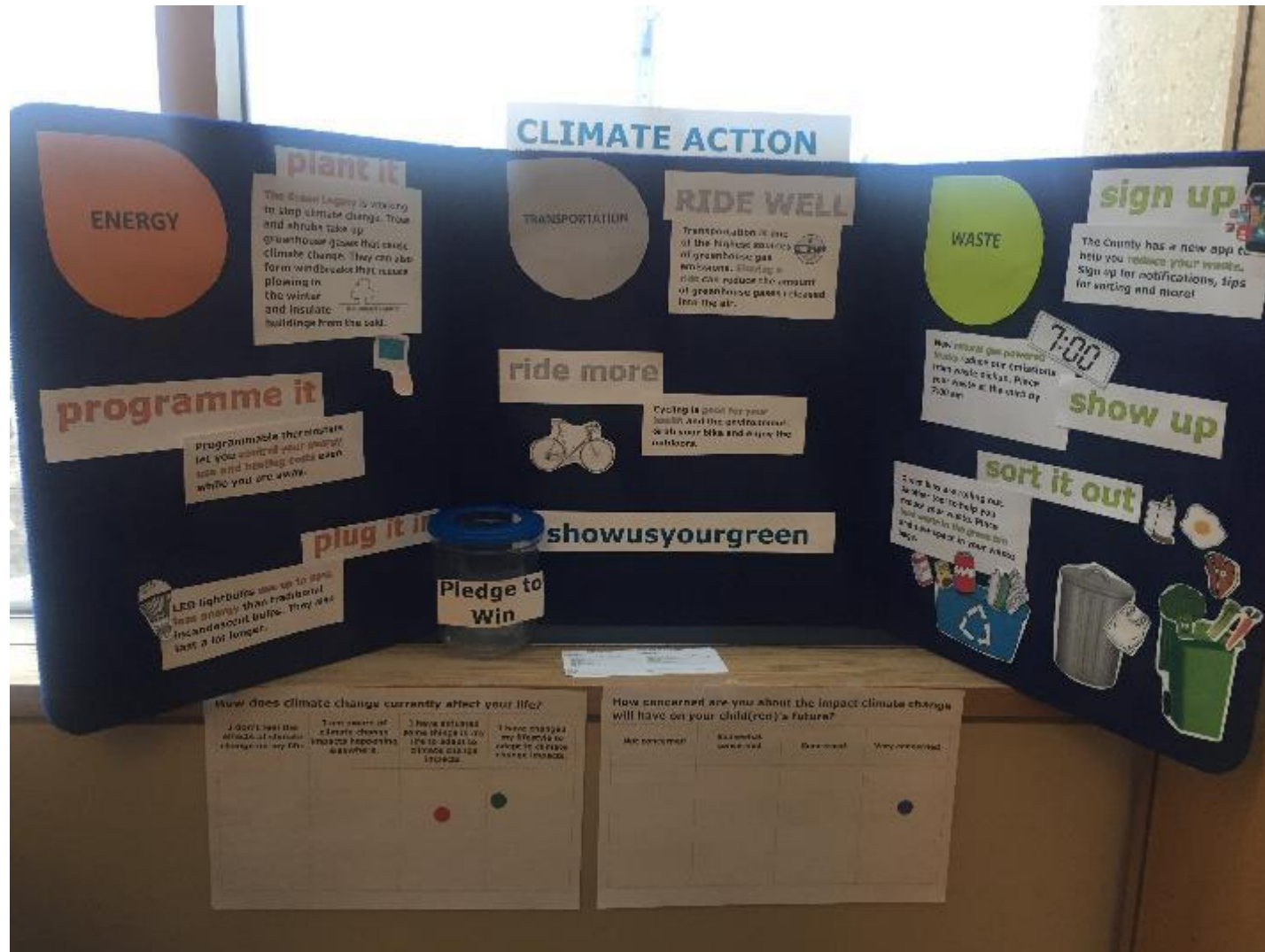


	Red light: What actions do we need to stop doing to achieve our desired future?
	Yellow light: What actions do we need to keep doing to achieve our desired future?
	Green light: What actions do we need to start doing to achieve our desired future?

Community Engagement Plan

Scope/purpose	Impacts of Climate Change	Community Emissions	Reduction Target	Transportation Action
Energy Actions	Resources and Natural Heritage Actions	Agriculture Actions	Climate Resilience Actions	Health Actions
Equity Actions	Cost/Financing (by theme)	Emission reduction (by theme)	Implementation methods, reporting and review	

Library Display



Next Steps

- Contact CAG members and set date/time for first meeting
 - CAG terms of reference, intro to project and each other
 - Explore their expectations
 - Present community emissions data
 - Present Community Engagement Plan – Focus on High School Engagement
- Continue to gather community data
- Indigenous Engagement ?
- Continue to develop library display
- Bike to work day? (May)

Climate Change Mitigation Plan

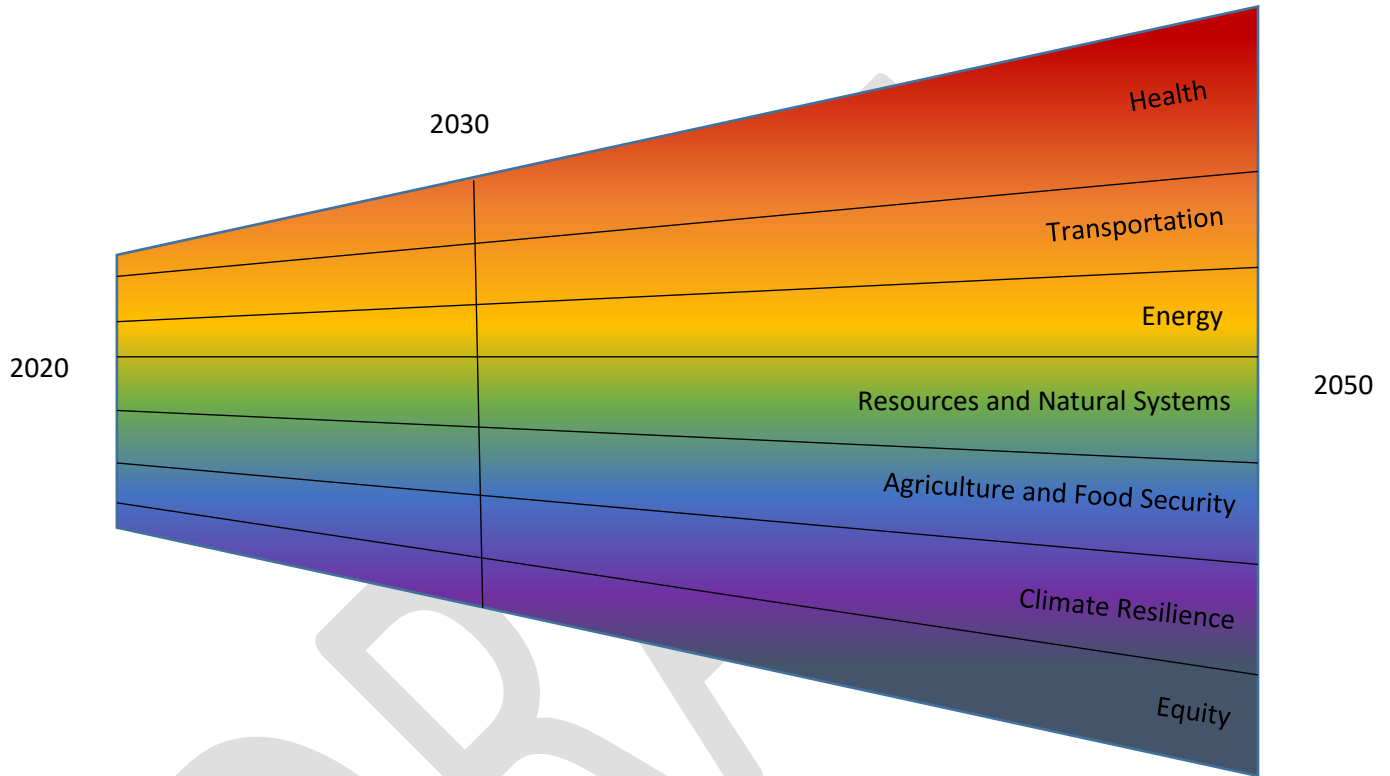
2020 Community Engagement Plan

Timeline

Date	Audience	Event
February	CAG	Introduction, general discussion, feedback on high school engagement
March	High school environment groups	Future Wellington, reduction targets (1)
March	SAG	Feedback from high schools, prepare for round tables
April	CAG	Test round table activities
April	Community experts	Round table – Future Wellington, reduction targets, themed actions brainstorming
April	SAG	Round table feedback, prepare surveys
April/May	Municipalities	Round table - Future Wellington, reduction targets, themed actions brainstorming
May	CAG	Round table feedback, assessment of themed actions, refine survey
June/July	General public	Surveys
September	SAG	Survey feedback, prepare for PIC and presentations to municipalities
September	municipalities	Open house – pre-PIC
October	CAG	Survey feedback, test PIC materials
November	General public	PICs
November	SAG	Feedback from PICs
February 2021	Internal, SAG, CAG	Review of draft report
April 2021	Planning Committee	Final report

(1) Future Wellington

1. What does Wellington County look like in 2050? Use the status and trend reports to help imagine where we may be heading and what it will ideally look like.
2. What needs to happen to move us from 2020 to 2050? Which move would have the biggest impact on climate mitigation (emissions reduction)?



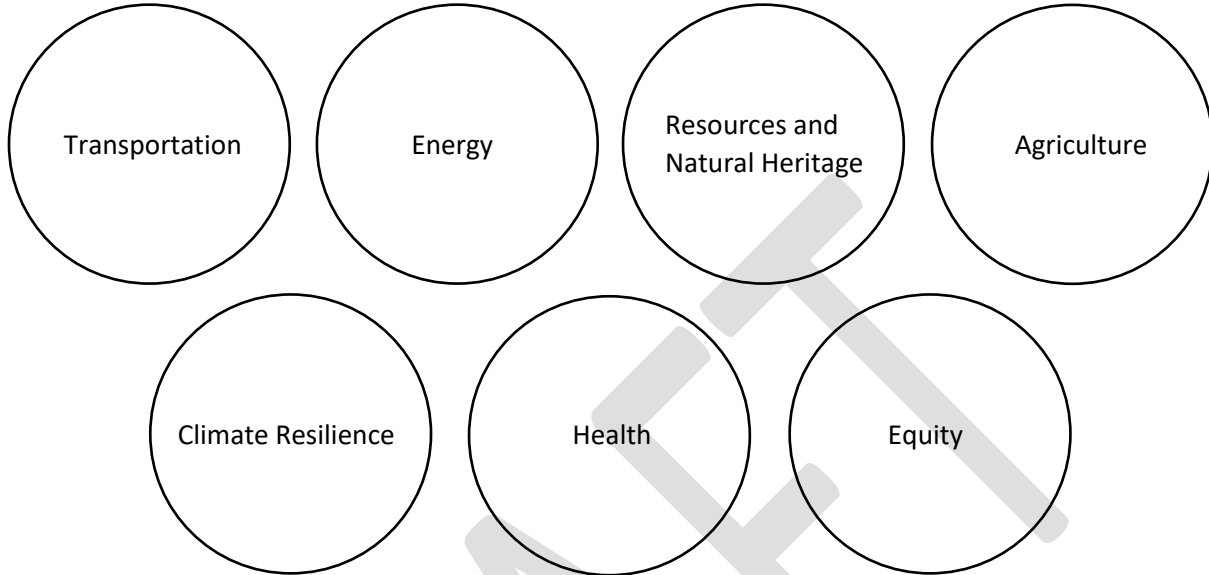
3. What reduction target should the County aim to achieve by 2020? (place a sticker)




0% 50% 100%

Outcomes	Outputs
Vision of County in 2050	Data to inform direction and intensity of plan
Ideas on how to transition to the Future County	
Prioritize one big thing	
Inform target setting	

(2) Round Tables

1. Future Wellington (see above)
2. Target Setting (see above)
3. Themed Actions:



	Red light: What actions do we need to stop doing to achieve our desired future?
	Yellow light: What actions do we need to keep doing to achieve our desired future?
	Green light: What actions do we need to start doing to achieve our desired future?

4. Which move would have the biggest impact on climate mitigation (emissions reduction)?

Outcomes	Outputs
Vision of County in 2050	Data to inform direction and intensity of plan
Ideas on how to transition to the Future County	List of actions to be evaluated
Prioritize one big thing	
List of actions	

5. Sign in sheet will record numbers in attendance

(3) Survey

1. Questions will be sector-specific:

- Residents
- Work
- Agriculture
- Resources and Natural Heritage
- Government
- Health

2. Questions will relate to awareness actions that can be taken, design to undertake action, barriers to undertaking action, expectation of other groups/sectors.

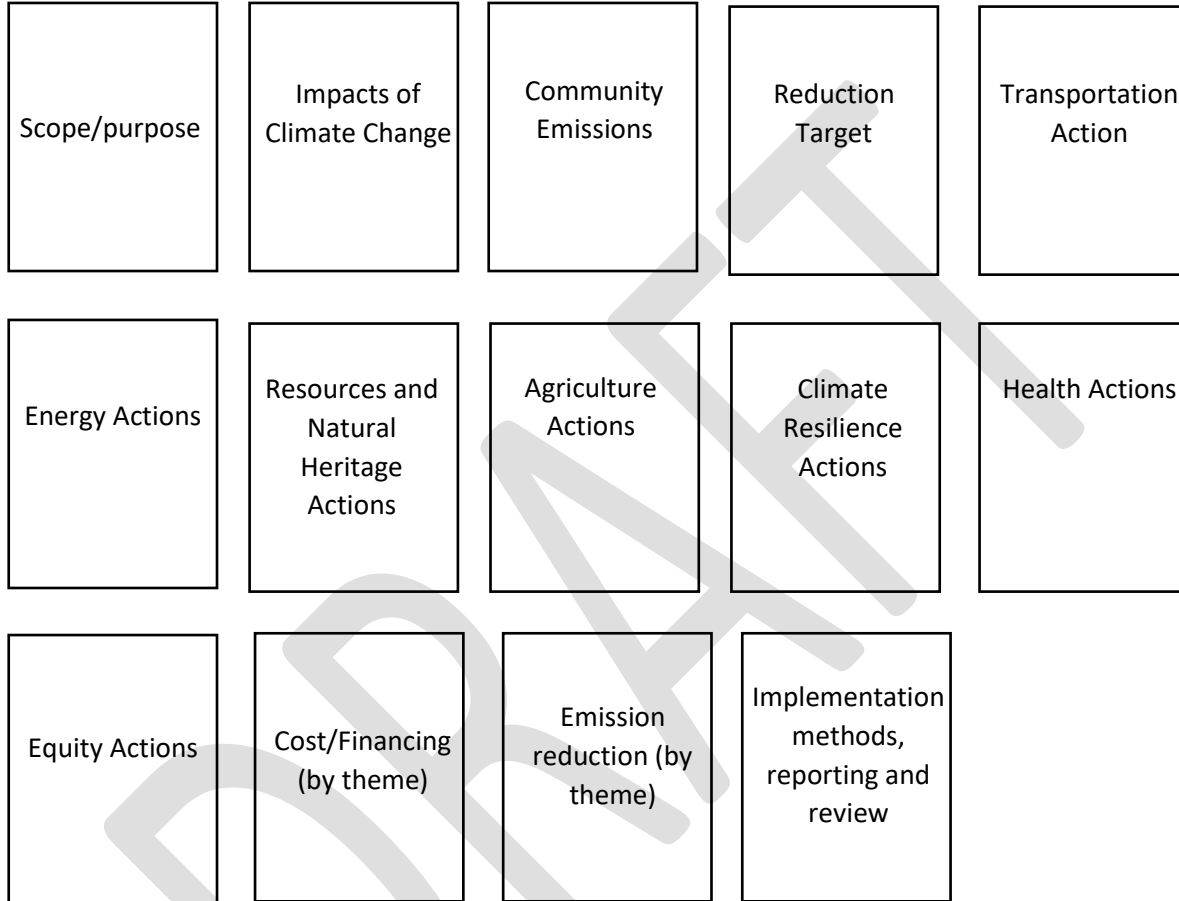
Outcomes	Outputs
Priority for actions	Data to inform list of actions and prioritization
Understanding of willingness to act	
Expectation of each group/sector	
Barriers to implementation	

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(4) Public Information Centres

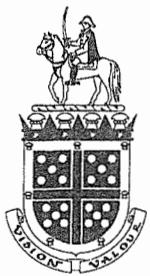
Boards:

1. Action boards will include list of actions, lead/partnerships, education and outreach?, monitoring indicators
2. Boards to be posted online for feedback



3. Feedback form: Feedback form to include questions related to understanding of boards, agreement with targets, questions about the plan.
4. Sign in sheets will be available to document attendance.

Outcomes	Outputs
Feedback from community on plan	List of participants
Community support (or not) for plan	



COUNTY OF WELLINGTON

PLANNING AND DEVELOPMENT DEPARTMENT
T 519.837.2600
T 1.800.663.0750
F 519.823.1694

ADMINISTRATION CENTRE
74 WOOLWICH STREET
GUELPH ON N1H 3T9

March 18, 2020



Agencies and Persons Circulated

Dear Messrs. and Mesdames,

Re: County Official Plan Amendment #112 – County File No.: OP-2020-03
County of Wellington - Additional Residential Units

The County of Wellington has prepared a Draft Official Plan Amendment to amend the County of Wellington Official Plan to:

- a) Update policies for Additional Residential Units, to comply with changes to the *Planning Act* under section 16 (3) as a result of Bill 108 – More Homes, More Choice Act, 2019

I am requesting that you provide comments on the proposed amendment to the County of Wellington's Official Plan by **May 1st, 2020**.

MAKING SUBMISSIONS

Please review the proposed amendment and provide comments to the County Planning Department, to the attention of Mr. Aldo Salis, Director of Planning. Inquiries and written submissions about the application can be made to the County of Wellington's Planning and Development Department, telephone (519) 837-2600, ext. 2300; fax (519) 823-1694 or at the above address.

REQUESTING NOTICE OF DECISION

If you wish to be notified of the decision of the Corporation of the County of Wellington in respect of this proposed County official plan amendment, you must make a written request to the Director of Planning and Development, Corporation of the County of Wellington, 74 Woolwich Street, Guelph, Ontario, N1H 3T9

In accordance with Section 17(24.1) of the *Planning Act* there is no appeal in respect to policies described in section 16(3), including, for greater certainty, any requirements or standards that are part of such policies.

GETTING ADDITIONAL INFORMATION

Due to current circumstances the County of Wellington Administration Office is closed to the public at this time. Information regarding the proposed official plan amendment will be available for public review on the County website and can be found at the following link:

<https://www.wellington.ca/en/resident-services/pl-additional-residential-units.aspx#>

Once the Administration Office reopens additional information about the application will be available for public inspection during regular office hours at the County of Wellington Administration Centre, Planning and Development Department, 74 Woolwich Street, Guelph, Ontario N1H 3T9.

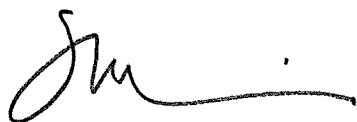
PUBLIC MEETING

At this time a public meeting has not been scheduled. A separate notice regarding a future public meeting on this matter will be provided at a later date.

NOTE:

- 1) Your comments on the application are required on or before **May 1st, 2020**
- 2) If you have not submitted comments on the application on or before the above date, it will be assumed that you do not have any concerns in respect of this matter.

Sincerely,



Sarah Wilhelm, BES, MCIP, RPP
Manager of Policy Planning

Encl – Draft Official Plan Amendment #112
Policy Comparison

cc— Jameson Pickard, Senior Policy Planner

**AMENDMENT NUMBER 112
TO THE OFFICIAL PLAN FOR THE
COUNTY OF WELLINGTON**

**March 18, 2020
Circulation Draft**

**COUNTY OF WELLINGTON
GENERAL AMENDMENT
(Additional Residential Units)**

Important Notice: This draft amendment to the Official Plan for the County of Wellington may be revised after the statutory public meeting at any point prior to County Council's consideration as a result of public input, agency comments, and further review by the County of Wellington.

THE CORPORATION OF THE COUNTY OF WELLINGTON

BY-LAW NO. _____

A By-law to adopt Amendment No.112 to the Official Plan for the County of Wellington.

The Council of the Corporation of the County of Wellington, pursuant to the provisions of the Planning Act, R.S.O. 1990, as amended, does hereby enacts as follows:

1. THAT Amendment Number 112 to the Official Plan for the County of Wellington, consisting of the attached maps and explanatory text, is hereby adopted.
2. THAT this By-law shall come into force and take effect on the day of the final passing thereof.

READ A FIRST AND SECOND TIME THIS _____ DAY OF _____, 20__

READ A THIRD TIME AND PASSED THIS _____ DAY OF _____, 20__

WARDEN

CLERK

AMENDMENT NUMBER 112
TO THE
COUNTY OF WELLINGTON OFFICIAL PLAN

**AMENDMENT NUMBER 112
TO THE
COUNTY OF WELLINGTON OFFICIAL PLAN**

INDEX

PART A - THE PREAMBLE

The Preamble provides an explanation of the proposed amendment including the purpose, location, and background information, but does not form part of this amendment.

PART B - THE AMENDMENT

The Amendment describes the changes and/or modifications to the Wellington County Official Plan which constitute Official Plan Amendment Number 112.

PART C - THE APPENDICES

The Appendices, if included herein, provide information related to the Amendment, but do not constitute part of the Amendment.

PART A - THE PREAMBLE

PURPOSE

The purpose of the amendment is to update the County Official Plan policies on Additional Residential Units.

LOCATION

The amendment applies to the entire County of Wellington.

BACKGROUND

Currently, the County Official Plan has policies which authorize the use of Second units and provides criteria to be considered in establishing second units. The current policies reflect *Planning Act* provisions that were based on previous legislative changes brought forward through the *Strong Communities through Affordable Housing Act, 2011*.

BASIS

The *Planning Act* was recently amended through Bill 108 - *More Homes, More Choice Act, 2019* which amended the second unit framework in section 16(3) with new provisions for Additional Residential Units. Bill 108 received Royal Assent in the Ontario Legislature on June 6th, 2019 and the enabling regulations were proclaimed in to force on September 3, 2019.

The County Official Plan needs to be updated to address the new additional residential unit requirements of the *Planning Act*.

IMPLEMENTATION AND INTERPRETATION

The implementation and interpretation of this Amendment shall be in accordance with the relevant policies of the County of Wellington Official Plan.

PART B - THE AMENDMENT

All of this part of the document entitled **Part B - The Amendment**, consisting of the following text constitutes Amendment No 112 to the County of Wellington Official Plan.

DETAILS OF THE AMENDMENT

The Official Plan of the County of Wellington is hereby amended as follows:

1. THAT the **TABLE OF CONTENTS** is amended by:
 - a) Deleting the phrase "Second Units" that follows heading **4.4.6** and replacing it with the phrase "Additional Residential Units".
 - b) Deleting the phrase "Second Units within a Main Residence" following heading **4.4.6.1** and replacing it with the phrase "Additional Residential Units within a Main Residence".
 - c) Deleting the phrase "Second Units within an Ancillary Building or Structure" following heading **4.4.6.2** and replacing it with the phrase "Additional Residential Units within an Ancillary Building or Structure".
2. THAT section **4.4 HOUSING** is amended by:
 - a) Deleting the phrase "second units" from section 4.4.5 Affordable Housing and replacing it with "additional residential units" in the fourth and fifth paragraph.
 - b) Deleting sub-section **4.4.6 Second Units** and replacing it with the following:

"4.4.6 Additional Residential Units

Additional residential units, also known as accessory or basement apartments, secondary suites or in-law suites are self-contained residential units with separate kitchen, bathroom and sleeping facilities.

Additional residential units increase the stock of affordable rental housing; provide home owners with additional incomes; and offer alternative housing options for elderly and young adult family members.

Additional residential units are not the same as garden suites because garden suites are temporary residences. Garden suites are addressed in Section 4.4.7 of this Plan.

It is the policy of this Plan to authorize:

- a) The use of two residential units in a single detached dwelling, semi-detached dwelling or townhouse; and

- b) The use of a residential unit in a building or structure ancillary to a single detached dwelling, semi-detached dwelling or townhouse.

subject to the provisions set out below. For additional clarity the intent of this policy is to allow up to three residential units, including the primary dwelling unit, on eligible properties.

4.4.6.1 Additional Residential Units Within a Main Residence

One additional residential unit may be allowed within a single detached dwelling, semi-detached dwelling or townhouse on a property.

Local Municipalities may enact zoning provisions to address the following matters:

- a) that safe road access can be provided;
- b) the establishment of an additional residential unit does not require the creation of an additional driveway access;
- c) that adequate off-street parking can be provided on site for both the main residence and additional residential unit without detracting from the visual character of the area;
- d) that any exterior alterations to the main residence, necessary to accommodate the additional residential unit, are made in the side or rear yards;
- e) that adequate amenity areas are provided for the main residence and additional residential unit;
- f) the additional residential unit meets the applicable Building Code, Fire Code and local property regulations;
- g) that adequate water and sewage disposal services can be provided to the additional residential unit; and,
- h) whether a garden suite and additional residential unit will not be permitted on the same lot.

An additional residential will not be allowed in a dwelling located in hazardous lands.

4.4.6.2 Additional Residential Units Within an Ancillary Building or Structure

One additional residential unit may be allowed in a building or structure that is ancillary to a single detached dwelling, semi-detached dwelling or townhouse provided that a residential unit does not already exist in an ancillary building. An additional residential unit will be prohibited from being severed from the property.

In addition to those matters outlined in Section 4.4.6.1, Local Municipalities may enact zoning provisions to address the following:

- a) the additional residential unit is located within the main building cluster on the property;
- b) the additional residential unit will be clearly secondary to the primary dwelling unit on the property;
- c) Minimum Distance Separation formula is complied with, where applicable;
- d) that screening/buffering, where deemed necessary, is provided to minimize visual impacts to adjacent properties and frontages.

An additional residential unit will not be allowed in an ancillary building or structure located in hazardous lands.”

3. THAT section **6.4 PRIME AGRICULTURAL AREA** is amended by:
 - a) By deleting the phrase “Second units” in bullet f) under section **6.4.3 Permitted Uses** and replacing it with the phrase “Additional residential units”.
4. THAT section **6.9 COUNTRY RESIDENTIAL** is amended by:
 - a) Deleting the phrase “A second unit” in the last paragraph of section **6.9.2 Permitted Uses** and replacing it with the phrase “An additional residential unit”.
5. THAT section **7.4 Hamlets** is amended by:
 - a) Deleting the phrase “a second unit” in the first paragraph of section **7.4.1 Permitted Uses** and replacing it with the phrase “An additional residential unit”.
6. THAT section **7.5 URBAN CENTRES** is amended by:
 - a) Deleting the phrase “A second unit” in the third paragraph of section **7.5.5 Residential Use** and replacing it with the phrase “An additional residential unit”.
7. THAT Section **8.3 RESIDENTIAL** is amended by:
 - a) Deleting the phrase “A second unit” in the third paragraph of section **8.3.3 Permitted Uses** and replacing it with the phrase “An additional residential unit”.

DRAFT	
Proposed OP Changes to Implement Bill 108- Additional Residential Units	
Existing Policies	Proposed Changes
PART 4 – GENERAL COUNTY POLICIES	
4.4 HOUSING	4.4 HOUSING
4.4.5 Affordable Housing	4.4.5 Affordable Housing
<p>For ownership housing, affordable means housing which the purchase price is at least 10 percent below the average purchase price of a resale unit in the regional market area.</p> <p>For rental housing, affordable means a unit for which the rent is at or below the average market rent of a unit in the regional market area.</p> <p>The County will ensure that opportunities exist to provide housing to moderate and lower income households. A substantial portion of the County’s existing housing stock is affordable. In order that this continues as Wellington grows, it is the policy of this Plan that a minimum of 25% of new housing units the County will be affordable.</p> <p>In Wellington, second units, semi-detached, duplex, townhouse and low rise apartment units will provide the bulk of affordable housing opportunities. These units will almost always be located in urban areas with appropriate levels of servicing.</p> <p>In the Rural System affordable housing opportunities are not readily available. Second units will be the most likely means of increasing housing affordability in the Rural System.</p>	<p>For ownership housing, affordable means housing which the purchase price is at least 10 percent below the average purchase price of a resale unit in the regional market area.</p> <p>For rental housing, affordable means a unit for which the rent is at or below the average market rent of a unit in the regional market area.</p> <p>The County will ensure that opportunities exist to provide housing to moderate and lower income households. A substantial portion of the County’s existing housing stock is affordable. In order that this continues as Wellington grows, it is the policy of this Plan that a minimum of 25% of new housing units the County will be affordable.</p> <p>In Wellington, second units <u>additional residential units</u>, semi-detached, duplex, townhouse and low rise apartment units will provide the bulk of affordable housing opportunities. These units will almost always be located in urban areas with appropriate levels of servicing.</p> <p>In the Rural System affordable housing opportunities are not readily available. Second units <u>Additional residential units</u> will be the most likely means of increasing housing affordability in the Rural System.</p>
4.4.6 Second Units	4.4.6 Second Units Additional Residential Units
<p>Second units, also known as basement apartments, accessory units, secondary suites or in-law suites are self-contained residential units with separate kitchen, bathroom and sleeping facilities.</p>	<p>Second units <u>Additional residential units</u>, also known as basement apartments, accessory units, secondary suites or in-law suites are self-contained residential units with separate kitchen, bathroom and sleeping facilities.</p>

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<p>Second units increase the stock of affordable rental housing; provide home owners with additional incomes; and offer alternative housing options for elderly and young adult family members.</p>	<p>Second units <u>Additional residential units</u> increase the stock of affordable rental housing; provide home owners with additional incomes; and offer alternative housing options for elderly and young adult family members.</p>
<p>Second units are not the same as garden suites because garden suites are temporary residences. Garden suites are addressed in Section 4.4.7 of this Plan.</p>	<p>Second units <u>Additional residential units</u> are not the same as garden suites because garden suites are temporary residences. Garden suites are addressed in Section 4.4.7 of this Plan.</p>
<p>It is the policy of this Plan to authorize:</p>	<p>It is the policy of this Plan to authorize:</p>
<p>a) The use of two residential units in a detached house, semi-detached house or rowhouse if no building or structure ancillary to a detached house, semi-detached house or rowhouse contains a residential unit; and</p>	<p>a) The use of two residential units in a <u>single detached house dwelling</u>, semi-detached house <u>dwelling</u> or rowhouse <u>townhouse</u> if no building or structure ancillary to a detached house, semi-detached house or rowhouse contains a residential unit; and</p>
<p>b) The use of a residential unit in a building or structure ancillary to a detached house, if the detached house contains only one single residential unit,</p> <p>subject to the provisions set out below.</p>	<p>b) The use of a residential unit in a building or structure ancillary to a <u>single detached house dwelling</u>, semi-detached dwelling or townhouse, if the detached house contains only one single residential unit,</p> <p>subject to the provisions set out below. <u>For additional clarity the intent of this policy is to allow up to a total of three residential units, including the primary dwelling unit, on eligible properties.</u></p>
<p>4.4.6.1 Second Units within a Main Residence</p>	<p>4.4.6.1 Second Units <u>Additional Residential Units within a Main Residence</u></p>
<p>One second unit may be allowed within a single detached, semi-detached or row housing dwelling on a property, provided that a second unit does not already exist on the property.</p> <p>Local Municipalities may enact zoning provisions to address the following matters:</p>	<p>One second unit <u>additional residential unit</u> may be allowed within a single detached <u>dwelling</u>, semi-detached <u>dwelling</u> or row <u>townhouse housing dwelling</u> on a property, provided that a second unit does not already exist on the property.</p> <p>Local Municipalities may enact zoning provisions to address the following matters:</p>
<p>a) That safe road access can be provided;</p>	<p>a) That safe road access can be provided;</p>

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<p>b)The establishment of a second unit does not require the creation of an additional driveway access;</p>	<p>b)The establishment of an <u>additional residential unit</u> second unit does not require the creation of an additional driveway access;</p>
<p>c) That adequate off-street parking can be provided on site for both the main residence and second unit without detracting from the visual character of the area;</p>	<p>c) That adequate off-street parking can be provided on site for both the main residence and second unit <u>additional residential unit</u> without detracting from the visual character of the area;</p>
<p>d) That any exterior alterations to the main residence, necessary to accommodate the second unit, are made in the side or rear yards;</p>	<p>d) That any exterior alterations to the main residence, necessary to accommodate the second unit <u>additional residential unit</u>, are made in the side or rear yards;</p>
<p>e) That adequate amenity areas are provided for both the main residence and second unit;</p>	<p>e) That adequate amenity areas are provided for both the main residence and second unit <u>additional residential unit</u>;</p>
<p>f) That the second unit meets the applicable Building Code, Fire Code and local property regulations;</p>	<p>f) That the second unit <u>additional residential unit</u> meets the applicable Building Code, Fire Code and local property regulations;</p>
<p>g) That adequate water and sewage disposal services can be provided to the second unit; and,</p>	<p>g) That adequate water and sewage disposal services can be provided to the second unit <u>additional residential unit</u>; and,</p>
<p>h) whether a garden suite and second unit will not be permitted on the same lot.</p>	<p>h) whether a garden suite and second unit <u>an additional residential unit</u> will not be permitted on the same lot.</p>
<p>A second unit will not be allowed in a dwelling located in hazardous lands.</p>	<p>An second unit <u>additional residential unit</u> will not be allowed in a dwelling located in hazardous lands.</p>
<p>4.4.6.2 Criteria for Second Units within an Ancillary Building</p>	<p>4.4.6.2 Criteria for Second Units <u>Additional Residential Units</u> within an Ancillary Building</p>
<p>One second unit may be allowed in a building or structure that is ancillary to a single detached dwelling, provided that a second unit does not already exist on the property. A second unit will be prohibited from being severed from the property.</p> <p>In addition to those matters outlined in Section 4.4.6.1, Local Municipalities may enact zoning provisions to address the following:</p>	<p>One second unit <u>additional residential unit</u> may be allowed in a building or structure that is ancillary to a single detached dwelling, <u>semi-detached dwelling or townhouse</u> provided that a second residential unit <u>residential unit</u> does not already exist in <u>an ancillary building</u> on the property. An <u>additional residential unit</u> second unit will be prohibited from being severed from the property.</p> <p>In addition to those matters outlined in Section 4.4.6.1, Local Municipalities may enact zoning provisions to address the following:</p>
<p>a) The second unit is located within the main building cluster on the property;</p>	<p>a) The second unit <u>additional residential unit</u> is located within the main building cluster on the property;</p>

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PROPOSED

<p>b) the second unit will be clearly secondary to the primary dwelling unit on the property;</p>	<p>b) the second unit <u>additional residential unit</u> will be clearly secondary to the primary dwelling unit on the property;</p>
<p>c) Minimum Distance Separation formula is complied with, where applicable;</p>	<p>c) Minimum Distance Separation formula is complied with, where applicable;</p>
<p>d) that screening/buffering, where deemed necessary, is provided to minimize visual impacts to adjacent properties and frontages.</p>	<p>d) that screening/buffering, where deemed necessary, is provided to minimize visual impacts to adjacent properties and frontages.</p>
<p>A second unit will not be allowed in an ancillary building or structure located in hazardous lands.</p>	<p>An <u>additional residential unit</u> second unit will not be allowed in an ancillary building or structure located in hazardous lands.</p>
<p>PART 6 – THE RURAL SYSTEM</p>	
<p>6.4 PRIME AGRICULTURAL AREAS</p>	<p>6.4 PRIME AGRICULTURAL AREAS</p>
<p>6.4.3 Permitted Uses</p>	<p>6.4.3 Permitted Uses</p>
<p>a) agricultural uses b) secondary uses including home businesses and farm businesses c) agriculture-related uses d) existing uses e) single detached homes f) second units subject to section 4.4.6 g) garden suites subject to section 4.4.7 h) accessory residences i) forestry uses j) wayside pits and quarries, portable asphalt plans and portable concrete plants used on public authority contracts k) licenced aggregate operations l) community service facilities m) group homes on existing lots of record n) kennels on existing lots of records</p> <p>all uses permitted by this section must be compatible with and not hinder surrounding agricultural uses.</p>	<p>a) agricultural uses b) secondary uses including home businesses and farm businesses c) agriculture-related uses d) existing uses e) single detached homes f) second units <u>additional residential units</u> subject to section 4.4.6 g) garden suites subject to section 4.4.7 h) accessory residences i) forestry uses j) wayside pits and quarries, portable asphalt plans and portable concrete plants used on public authority contracts k) licenced aggregate operations l) community service facilities m) group homes on existing lots of record n) kennels on existing lots of records</p> <p>all uses permitted by this section must be compatible with and not hinder surrounding agricultural uses.</p>

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PROPOSED

<p>6.9 COUNTRY RESIDENTIAL AREAS</p>	<p>6.9 COUNTRY RESIDENTIAL AREAS</p>
<p>6.9.2 Permitted Uses</p>	<p>6.9.2 Permitted Uses</p>
<p>Residential uses in single detached houses at low densities are allowed in country residential areas.</p> <p>A second unit may be allowed subject to the provisions of section 4.4.6 of this plan. A garden suite may also be permitted subject to the requirements of Section 4.4.7 of this Plan and in accordance with the temporary use provisions of the Planning Act, as amended.</p>	<p>Residential uses in single detached houses at low densities are allowed in country residential areas.</p> <p>An additional residential unit second unit may be allowed subject to the provisions of section 4.4.6 of this plan. A garden suite may also be permitted subject to the requirements of Section 4.4.7 of this Plan and in accordance with the temporary use provisions of the Planning Act, as amended.</p>
<p>Part 7 – The Urban System</p>	
<p>7.4 HAMLETS</p>	<p>7.4 HAMLETS</p>
<p>7.4.1 Permitted Uses</p>	<p>7.4.1 Permitted Uses</p>
<p>Development will be relatively small-scale given the rural context and level of service available in hamlets. The primary residential use will be low density single detached units, although some small-scale multiple-unit development may be considered to provide greater housing variety. A second unit may be allowed subject to the provisions of Section 4.4.6 of this Plan. A garden suite may also be permitted subject to the requirements of Section 4.4.7 of this Plan and in accordance with the temporary use provisions of the Planning Act, as amended.</p> <p>Other uses including local commercial, small scale industrial, institutional and parks and open space may also be permitted where compatible and where adequate levels of service can be provided.</p> <p>Zoning by-laws will identify areas for various uses and set regulations to govern their nature.</p>	<p>Development will be relatively small-scale given the rural context and level of service available in hamlets. The primary residential use will be low density single detached units, although some small-scale multiple-unit development may be considered to provide greater housing variety. An additional residential unit second unit may be allowed subject to the provisions of Section 4.4.6 of this Plan. A garden suite may also be permitted subject to the requirements of Section 4.4.7 of this Plan and in accordance with the temporary use provisions of the Planning Act, as amended.</p> <p>Other uses including local commercial, small scale industrial, institutional and parks and open space may also be permitted where compatible and where adequate levels of service can be provided.</p> <p>Zoning by-laws will identify areas for various uses and set regulations to govern their nature.</p>

EXISTING

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7.5 URBAN CENTRES	
7.5.5 Residential Use	7.5.5 Residential Use
<p>Urban centres shall provide a broad range of residential uses to provide a diverse supply of housing, including affordable housing.</p> <p>In Wellington, the single-family residence will continue to be the dominant use of urban lands. Other forms of housing at densities appropriate to the servicing and the nature of the community will also be developed including semi-detached, duplex townhouse and apartment units.</p> <p>A second unit may be allowed subject to the provisions of Section 4.4.6 of this Plan.</p> <p>Additionally, bed and breakfast establishments will be encouraged within single detached dwellings where adequate services and parking are available.</p>	<p>Urban centres shall provide a broad range of residential uses to provide a diverse supply of housing, including affordable housing.</p> <p>In Wellington, the single-family residence will continue to be the dominant use of urban lands. Other forms of housing at densities appropriate to the servicing and the nature of the community will also be developed including semi-detached, duplex, townhouse and apartment units.</p> <p><u>An additional residential unit</u> second unit may be allowed subject to the provisions of Section 4.4.6 of this Plan.</p> <p>Additionally, bed and breakfast establishments will be encouraged within single detached dwellings where adequate services and parking are available.</p>

EXISTING

PROPOSED

Part 8 – DETAILED URBAN CENTRE POLICIES	
8.3 RESIDENTIAL	8.3 RESIDENTIAL
8.3.3 Permitted Uses	8.3.3 Permitted Uses
<p>The predominant use of land in those areas designated RESIDENTIAL on Schedule “A” of the Plan shall be residential development. A variety of housing types shall be allowed, but low rise and low density housing forms such as single-detached and semi-detached dwelling units shall continue to predominate.</p> <p>Townhouses and apartments, bed and breakfast establishments, group homes and nursing homes, may also be allowed subject to the requirements of the Zoning By-law and the applicable policies of this Plan.</p> <p>A second unit may be allowed subject to the provisions of Section 4.4.6 of this Plan.</p> <p>In addition, non-residential uses such as schools, churches, clinics, local convenience stores, home occupations, neighbourhood parks and other public facilities may also be permitted within the RESIDENTIAL designation subject to the appropriate Zoning By-law regulations and the policies of the Official Plan.</p> <p>Garden suites, accessory to existing single-detached homes, are also permitted within the RESIDENTIAL designation, subject to the requirements of the Plan including Section 4.4.7 and in accordance with the Temporary Use provisions of the Planning Act, as amended.</p>	<p>The predominant use of land in those areas designated RESIDENTIAL on Schedule “A” of the Plan shall be residential development. A variety of housing types shall be allowed, but low rise and low density housing forms such as single-detached and semi-detached dwelling units shall continue to predominate.</p> <p>Townhouses and apartments, bed and breakfast establishments, group homes and nursing homes, may also be allowed subject to the requirements of the Zoning By-law and the applicable policies of this Plan.</p> <p>An additional residential unit second unit may be allowed subject to the provisions of Section 4.4.6 of this Plan.</p> <p>In addition, non-residential uses such as schools, churches, clinics, local convenience stores, home occupations, neighbourhood parks and other public facilities may also be permitted within the RESIDENTIAL designation subject to the appropriate Zoning By-law regulations and the policies of the Official Plan.</p> <p>Garden suites, accessory to existing single-detached homes, are also permitted within the RESIDENTIAL designation, subject to the requirements of the Plan including Section 4.4.7 and in accordance with the Temporary Use provisions of the Planning Act, as amended.</p>
Part 15 - Definitions	
<p>Ancillary: For the purposes of section 4.4.6, ancillary means a shed, garage carriage house or barn.</p>	<p>Ancillary: For the purposes of section 4.4.6, ancillary means a shed, garage carriage house or barn.</p>

To: Our OCWA Clients

RE: COVID-19 Update- March 19, 2020

As a valued partner, we'd like to provide an update on the measures OCWA is taking as the COVID-19 situation continues to evolve rapidly across the province. OCWA has been monitoring COVID-19 since it was first identified late in 2019. On March 11, the World Health Organization declared the COVID-19 situation a global pandemic. At that time, OCWA activated our Emergency Action Group made up of our Executive Management Team, as well as department leads from Corporate Communications, Compliance and Health & Safety.

This Group has been meeting regularly with all our Regional Managers to ensure appropriate plans are in place to help minimize the disruption to our work and to continue to provide water and wastewater services to the people of Ontario. OCWA is working closely with the Ministry of Environment, Conservation and Parks and the Ministry of Health, who continue to lead this work on behalf of the province.

As our number one core value, OCWA is dedicated to the safety, health and security of our personnel, neighbours and the customers we serve on a daily basis. OCWA is doing everything that it can to help prevent the spread of COVID-19 and ensure the continued operation of your water and wastewater facilities. We have a number of plans in place to deal with pandemic situations, including the Agency's **Continuity of Operations Plan** and other facility and corporate Emergency Response plans. These plans include the **Critical Shortage of Staff Contingency Plan**, which includes the review of critical operational needs and immediate and short-term staffing requirements.

We are committed to ensuring the safety of our staff while maintaining services to our clients. OCWA is following all provincial directions on self-isolation and working remotely where operationally feasible. We have also suspended non-essential travel, the attendance of our staff at meetings, conferences and events (we are holding internal meetings by teleconference wherever possible).

All employees have been provided information on the necessary personal hygiene measures to avoid transmission of the virus at work and home and to practice Social Distancing. Additionally, we have initiated a working remotely practice, allowing our administrative employees to work remotely while maintaining our normal business flow. This initiative minimizes potential exposure to our operators and therefore minimizes disruption to our business. Where we have more than one staff member attending a facility on a daily basis we have initiated staggered attendance times, lunches and break times. For personnel returning from international areas, they are required to self-isolate at home for a minimum of 14-days prior to returning to work.

In order to keep informed of emerging issues, the Georgian Highlands Management Team is holding daily teleconferences which provide updates on the current state of operations and support needs. We are tracking any instance of COVID-19 across the Agency and at this point we have not seen any cases. All management across the Agency has been asked to keep the Emergency Action Group updated should anything change or if they require additional support at specific facilities.

We recognize that the situation is evolving on a daily basis and as a result, we do not have all the answers for what will happen. We do commit, however, to keep you updated and will contact you immediately should the situation change with respect to your facilities.

Please do not hesitate to reach out to us should you have any additional questions or specific concerns about your facility. We appreciate your support and thank you for placing your continued trust in OCWA throughout these difficult times.

Sincerely,



Nevin McKeown
President & CEO, OCWA



Regional Hub Manager,
Georgian Highlands Region, OCWA



Spring 2020
1st Quarter

CRIME STOPPERS

GUELPH WELLINGTON
1-800-222-TIPS (8477)

The INFORMANT

CORNERSTONE AWARD



| Above: DC Hugh Currie, Secretary Alex Boughen, Chair Deryck West, PC Jennifer Tschanz, Program Coordinator Sarah Bowers-Peter |

The CSGW Cornerstone Award was created to recognize individuals, community organizations or businesses who have demonstrated outstanding support to the CSGW program. This year we have two recipients: Provincial Constable Jennifer Tschanz of Wellington County OPP and Detective Constable Hugh Currie of Guelph Police Service. Awards presented by CSGW Secretary Alex Boughen, Chair Deryck West and CSGW Program Coordinator Sarah Bowers-Peter. Both of these officers have been exemplary in their efforts to deliver the *Educate Parents and Children Together (EPACT)* program to families in Wellington County and the City of Guelph.

CSGW BOARD NEWS

We would like to announce a change in our membership for the Executive roles, effective January 2020.

Deryck West has accepted the position of Chair, Dave Elloway has taken on the Vice-Chair role, Alex Boughen remains as Secretary and Rozanne Ball has taken on the Treasurer role. Congratulations to all!



We say good bye to Rick Beazley who has resigned from the Board, and wish him well. We also want to thank Rick and acknowledge the contributions he made, while he held the position of Chair and as a Director on the CSGW Board.

CRIME STOPPERS MONTH

Recognized annually in January, this year's theme is focused on "Creating Partnerships Against Crime". Two new initiatives are examples of this, that will increase awareness in the community.

WrightHaven Homes of Fergus has worked with CSGW to develop a sign that will be posted at their construction sites throughout Wellington County.

The Township of Guelph Eramosa developed signage, customized for their park and recreational areas, that reminds users that illegal dumping is a crime.

PROGRAM STATISTICS

Since inception from 1988 through February 2019

Total # of Tips	21,297
Arrests	1,561
Charges Laid	4,360
Narcotics Seized.....	\$27,359,752
Property Recovered	\$10,262,501
Authorized Rewards	\$172,200

UPCOMING EVENTS

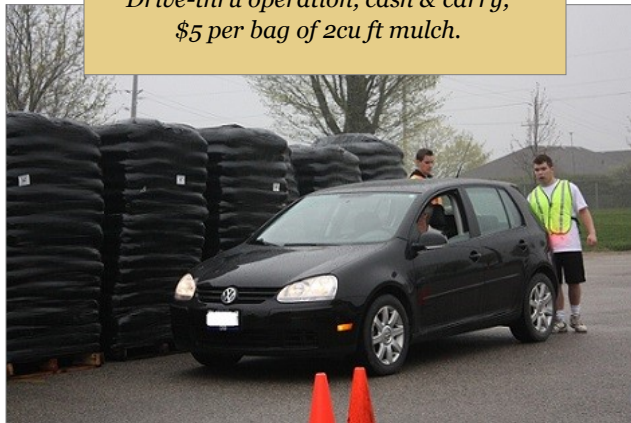
MULCH SALE FUNDRAISERS

The first of three separate events will take place on **Saturday April 25th** at 575 Wellington Street W. in **GUELPH**. This will be our second year held at this location in partnership with JL's Home Hardware.

Followed by CSGW's 11th Annual 'stand alone' event on **Saturday, May 2nd** at the CW Community Sportsplex, 550 Belsyde Avenue E. in **FERGUS**.

Our final event will be on **Saturday May 9th**, at 525 Main Street N. in **MOUNT FOREST**. This marks our 5th annual event in partnership with Young's Home Hardware.

*Drive-thru operation, cash & carry,
\$5 per bag of 2cu ft mulch.*



For times and colour selections specific to each event, check on our website at www.csgw.tips

CSGW BBQ/COUNTY AUCTION



Continue to check our website at www.csgw.tips for date of this year's event. It will be coming up in **June** and will be held at the same location of Parr Auctions, 6866 Hwy 6 (6km north of Fergus). CSGW will be hosting a charity BBQ at the event.

CSGW recognizes this is a time of uncertainty as the Covid-19 situation is constantly changing.

Check on our website for updates of possible cancellations of future scheduled events.

www.csgw.tips

DARREN'S DAY



This was the second year for this event, which was held on Family Day, February 17th. Thank you to everyone who participated and came out for a fun-filled day.

The event raised \$7,765 in donations which will be shared between Minto Minor Sports, Community Improvement and CSGW. The event returns in 2021!

APPRECIATION

CSGW receives support from community members throughout the year in many different ways and we wish to acknowledge that support because without you our program wouldn't exist.

Thank you



Community Services

Legislative Services

March 24, 2020
File #120203

Sent via email: clerk@callander.ca

Elaine Gunnell, Municipal Clerk
Municipality of Callander
280 Main Street N., P.O. Box 100
Callander, ON P0H 1H0

Dear Ms. Gunnell:

Re: Request for Provincial Government to waive the restrictions on electronic participation in Council Meetings, at least for the duration of the COVID-19 pandemic.

Please be advised the Municipal Council of the Town of Fort Erie at its meeting of March 23, 2020 received your correspondence dated March 16, 2020 and supported the motion passed by the Council of the Municipality of Callander requesting the Provincial Government to waive the restrictions on electronic participation in Council Meetings, at least for the duration of the COVID-19 pandemic.

Trusting this information will be of assistance to you.

Yours very truly,

Carol Schofield,
Manager, Legislative Services/Clerk
cschofield@forterie.ca

c.c. The Honourable Doug Ford, Premier of Ontario *Sent via email: premier@ontario.ca*
The Honourable Steve Clark, Minister of Municipal Affairs and Housing *Sent via email: steve.clark@pc.ola.org*
Wayne Gates, MPP-Niagara Falls, Legislative Assembly of Ontario *Sent via email: wgates-co@ndp.on.ca*
Sam Oosterhoff, MPP-Niagara West-Glanbrook, Legislative Assembly of Ontario *Sent via email: sam.oosterhoff@pc.ola.org*
Jennifer Stevens, MPP-St. Catharines *Sent via email: JStevens-CO@ndp.on.ca*
Jeff Burch, MPP-Niagara Centre *Sent via email: JBurch-QP@ndp.on.ca*
Ontario Municipalities *Sent via email*

Mailing Address:

The Corporation of the Town of Fort Erie
1 Municipal Centre Drive, Fort Erie ON L2A 2S6

Office Hours 8:30 a.m. to 5:00 p.m. Phone: (905) 871-1600 FAX: (905) 871-4022

Web-site: www.forterie.ca



March 23, 2020

By Fax to: 613.941.6900 & Twitter @CanadianPM, @JustinTrudeau

The Right Honourable Justin Trudeau
Prime Minister of Canada
Langevin Block,
Ottawa, Ontario, K1A 0A2

Dear Prime Minister:

Re: Direct Payment of Federal Funds to Municipalities to Waive Property Taxes for the Year 2020 - Financial help to alleviate the suffering from COVID-19 Pandemic

It is trite to repeat the human and financial toll of the COVID-19 Pandemic. Similarly, the commitment of the federal, provincial and municipal governments toward alleviating the suffering of Canadians does not require repeating.

We, at the Town of Midland, in the Province of Ontario, are proposing what we believe to be a simple but effective solution to facilitate the delivery of our common and shared commitment to the financial and psychological well-being of all Canadians.

Proposal:

1. Residential Properties (primary residence only)

- a. Waive 100% of the 2020 property taxes for all residential properties currently assessed at or below \$ 500,000.00 by each governing provincial property assessment body; and
- b. Waive 50% of the 2020 property taxes for all residential properties currently assessed below \$ 1,000,000.00; and
- c. Waive 25% of the 2020 property taxes for all residential properties currently assessed above \$1,000,000.00.

2. Industrial, Commercial and Farm Properties

- a. Waive 100% of the 2020 property taxes for all; industrial, commercial and farm properties currently assessed at under \$ 10,000,000.00; and
- b. Waive 50% of the property taxes for the year 2020 for all industrial, commercial and farm properties currently assessed between \$10,000,000.00 and \$ 50,000,000.00; and
- c. Waive 25% of the property taxes for the year 2020 for all industrial, commercial and farm properties assessed above \$50,000,000.00.

3. Federal Transfer Payment to Canadian Municipalities

- a. In lieu of the annual municipal property taxes, the Federal Government transfers funds to municipalities across Canada, as a one-time grant.

Advantages of the Proposal:

1. Quick and timely relief;
2. Direct relief to all Canadian homeowners and the business community;
3. Directly protects Canadians who although may be solvent, are unable to easily meet the financial pressures beyond their personal capacity due to COVID-19;
4. No additional resources required to assess individual need and delivery of the relief;
5. Negligible overhead costs for the disbursement of the relief. In fact, it may cut-down on some of the work for municipal staff; and
6. The financial stimulus received from the federal government will come into circulation immediately and will stay in the community.

There are a multitude of other direct and indirect financial and non-financial benefits that will result from the implementation of this proposal. The biggest non-financial impact is that Canadians will see an immediate financial relief respecting the pressures to make their property tax payments and be better positioned to address other essential needs. In turn, removing this added stress will provide some relief to the already strained financial and health systems.

As you are aware, Canadians are entering this time of crisis with a very high amount of house-hold debt and a great deal of financial fragility. Taking this simple step should alleviate some of those pressures. At the same time, it will keep your municipal governments, and school boards primed for continued productivity and forward momentum to address the fallout from COVID-19.

Thanking you in anticipation of a favourable response.

Sincerely,

The Corporation of the Town of Midland



Stewart Strathearn,
Mayor
ssrathearn@midland.ca



Amanpreet Singh Sidhu,
Chief Administrative Officer
asidhu@midland.ca

- c: Town of Midland Council
Association of Municipalities of Ontario
Province of Ontario



Hon. Ernie Hardeman
Minister of Agriculture, Food & Rural Affairs
77 Grenville Street, 11th Floor
Toronto, Ontario M5S 1B3

Via Email: minister.omafra@ontario.ca

Dear Minister Hardeman,

Ontario farms have come under increasing threat from trespassers and activists who illegally enter property, barns and buildings, causing significant disruptions to the entire agri-food sector. These activists are trespassing under false pretenses to gain entry on to farm properties. They have seized private property and threatened the health and safety of Ontario farms, employees, livestock and crops. These individuals and organizations are causing health and safety concerns and undue stress to Ontario farmers, their families, and their businesses. Once peaceful protests have escalated to trespassing, invading, barn break-ins and harassment. These incidents distress farmers, their families and employees, and threaten the health of livestock and crops when activists breach biosecurity protocols, ultimately putting the entire food system at risk.

We strongly support the new proposed legislation, *Bill 156: Security from Trespass and Protecting Food Safety Act*. This new legislation is an important way to keep our farm and food supply safe for all Ontarians. Bill 156 provides a balanced approach to protecting farms while recognizing a citizen's right to protest. This new legislation will ensure farm businesses have a legal standing to protect their farm, family and employees, livestock, crops and ultimately the entire food system. *Bill 156: Security from Trespass and Protecting Food Safety Act* is good news for Ontario's agri-food industry. Thank you for this important new legislation. Protection of our Ontario should be the highest priority.

Sincerely,

Meagan Elliott
Municipal Clerk

Moved: Eugene Ivanov

Seconded: Patrick Adams

Whereas the Provincial Government of Ontario is considering Bill 156, *Security from Trespass and Protecting Food Safety Act, 2019*; and

Whereas Bill 156 is intended to protect farms, farm operations, and food safety and security by addressing unwanted trespassing; and

Whereas Ontario farmers are increasingly under threat of unwanted trespassers who are illegally entering property, barns and buildings, and safety of drivers of motor vehicles transporting farm animals which threatens the health and safety of the farm, employees, livestock and crops; and

Whereas additional protection for the agri-food industry to protect the security of the food chain, the farm owners, family and employees is the purpose of the *Security from Trespass and Protecting Food Safety Act, 2019*; and

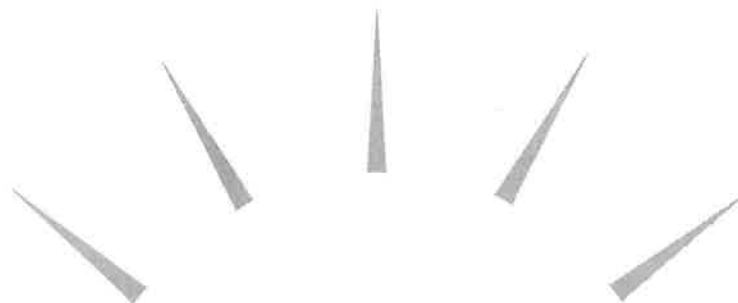
Whereas unwanted trespassing occurs on all types of farm operations, including grain farmers, which has the potential to impact the safety and security of people and the food chain;

Now Therefore Be It Resolved That the Town of Kirkland Lake supports the intent of Bill 156 and requests that the Province of Ontario expanding Bill 156 to identify and include protections against trespass for grain farm operations; and

That a copy of this Motion be sent to the Honourable Doug Ford, Premier of Ontario, The Honourable Ernie Hardeman, Minister of Agriculture, Food and Rural Affairs, the Honourable Steve Clark, Minister of Municipal Affairs and Housing, Andrea Horwath, Leader of the New Democratic Party of Ontario, John Fraser, Interim Leader of the Liberal Party of Ontario, Mike Schreiner, Leader of the Green Party of Ontario, and Monte McNaughton, MPP, Middlesex-Kent; and

That a copy of this motion be sent to the Association of Municipalities of Ontario (AMO), and Ontario municipalities.

CARRIED



OFFICE OF THE MAYOR
THE CORPORATION OF THE TOWN OF KIRKLAND LAKE

TOWNSHIP OF MAPLETON COUNCIL TRACKING SHEET

FOR APRIL 14, 2020 COUNCIL MEETING

Subject for Action	Department	Comments
Wastewater Capacity (long term and short term)	CAO & DPW	RFP closed on Friday January 10, 2020. Three submissions received. The Township sent financial and technical questions back to the bidders with a deadline of March 11 th for replies. Once received, we will review and decide on a timeline that is agreeable to all.
Cemetery By-law	DPW & CLK	Staff will update the bylaw following Master Plan approval.
Council Video Recording	CAO & CLK	Camera has been ordered, waiting on delivery and install then we trial a council meeting.
Modernization Grant	CAO	Phase 2 of the grant was the joint submission for IT services. Glad to report we received 5 submissions. Scoring of the submissions were done on March 5 th . Once we have had a chance to discuss the scoring, we will update council.
Concession 3	DPW	Working with the County of Wellington to assess current state of road conditions and develop of a repair plan to keep the road at a safe useable condition for 2020. The 2020 Road Study will re-evaluate its priority for rehabilitation/reconstruction and will update the 2021 and beyond Capital Budget Forecast.

THE CORPORATION OF THE TOWNSHIP OF MAPLETON

BY-LAW NUMBER 2020-028

Being a by-law to confirm all actions and proceedings of the Council of the Corporation of the Township of Mapleton

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 Mapleton enacts as follows:

1. All actions and proceedings of the Council of the Corporation of the Township of Mapleton taken at its meetings held on Tuesday, April 14, 2020, except those taken specifically by By-law and those required by law to be done by Resolution only are hereby sanctioned, confirmed and adopted as though they were set out herein.
2. The Mayor, or in his absence, the Presiding Officer and the Clerk, or in his/her absence, the Deputy Clerk, are hereby authorized and directed to do all things necessary to give effect to the foregoing.
3. The Mayor, or in his absence, the Presiding Officer and the Clerk, or in his/her absence, the Deputy Clerk, are hereby authorized and directed to execute all documents required by law to be executed by them as may be necessary in order to implement the foregoing and the Clerk, or in his/her absence, the Deputy Clerk, is hereby authorized and directed to affix the seal of the Corporation to any such documents.

READ a first, second and third time on Tuesday, April 14, 2020.

Mayor Gregg Davidson

Clerk Barb Schellenberger