

— TOWNSHIP OF —
ASHFIELD - COLBORNE - WAWANOSH

Council Agenda **November 2, 2021**

Township of Ashfield-Colborne-Wawanosh Council will meet in regular session on the 2nd day of November 2021, at 9:00 a.m. through Zoom, an online video conferencing platform.

This meeting will be held electronically as per By-Law 37-2021, Section 3.10 which allows for Electronic Participation of Council Meetings.

1.0 CALL TO ORDER

Video/Audio Approval – if applicable

2.0 DISCLOSURE OF PECUNIARY INTEREST / POTENTIAL CONFLICT OF INTEREST

3.0 ADOPTION OF PREVIOUS MEETING MINUTES

3.1 Council Meeting Minutes – October 19, 2021

Moved by
Seconded by

ADOPT
COUNCIL
MINUTES

THAT Ashfield-Colborne-Wawanosh Township Council hereby adopts the
October 19, 2021 Council Meeting Minutes as written.

4.0 OPEN FORUM (items pertaining to the agenda)

5.0 DELEGATIONS

5.1 9:00 a.m. – Celina Whaling-Rae / County of Huron Planner – Housekeeping Amendment

Zoning Housekeeping By-Law Amendment / Township of Ashfield-Colborne-Wawanosh

Moved by
Seconded by

ADJOURN
COUNCIL
MEETING

THAT Ashfield-Colborne-Wawanosh Township Council hereby adjourns their regular Council Meeting.

Moved by
Seconded by

OPEN
PUBLIC
MEETING

THAT Ashfield-Colborne-Wawanosh Township Council hereby opens the Planning Advisory Committee Public Meeting to deal with Zoning By-Law Amendment that was submitted by the Township of Ashfield-Colborne-Wawanosh.

We have provided Council with the report prepared by the County Planner, Celina Whaling-Rae, in regards to this Zoning By-Law Amendment. Ms. Whaling-Rae will review the report with the Planning Advisory Committee.

The purpose of the Housekeeping Amendment is to update some general provisions in the Zoning By-law. The proposed Housekeeping Amendment proposes only text changes to the Zoning By-law and does not introduce mapping changes. A summary of the proposed changes to the Zoning By-law is to revise Section 3.23 to clarify provisions with relation to legal non-complying uses; and to revise Section 3.28.9 to clarify that motorized vehicle racing shall not be permitted in settlement areas.

TOWNSHIP OF ASHFIELD-COLBORNE-WAWANOSH PLANNING ADVISORY COMMITTEE MEETING

Call to order

Declaration of Pecuniary Interests

Purpose

The purpose of the Housekeeping Amendment is to update some general provisions in the Zoning By-law. The proposed Housekeeping Amendment proposes only text changes to the Zoning By-law and does not introduce mapping changes. A summary of the proposed changes to the Zoning By-law is to revise Section 3.23 to clarify provisions with relation to legal non-complying uses; and to revise Section 3.28.9 to clarify that motorized vehicle racing shall not be permitted in settlement areas.

Requirement

This Public Meeting is being held under The Planning Act, which requires that Council hold at least one Public Meeting and that proper notice be given.

Application Process

This is a municipally initiated Housekeeping Amendment.

Notice of the Public Meeting was advertised by the municipality.

Comments:

- 1) Huron County Planner
- 2) Others
- 3) Council's Questions and/or Comments.

NOTE: If a person or public body that files an appeal of a decision of ACW Township in respect to the proposed rezoning but does not make written or oral submissions before the proposed rezoning is adopted, the Ontario Land Tribunal (OLT) may dismiss all or part of the appeal.

Zoning By-law Procedure Following Public Meeting

- This is a Public Meeting, not a Council Meeting; therefore, a decision of Council may or may not be made later this morning.
- If the By-law is passed, the Clerk must send Notice of the Passing of the By-law to all persons notified of this meeting and to any person or public body that has requested it.
- There is a 20-day objection period from the time Notice of Passing has been sent, where submissions will be received by the Clerk.
- If an objection is received, an appeal is lodged with the Ontario Land Tribunal (OLT) and the Municipality no longer has jurisdiction of the file and/or the processing time. You may only file an appeal if you have submitted oral or written comments prior to the decision of Council.
- The fee for filing an appeal is \$1,100.00 payable by Certified Cheque or Money Order in Canadian funds, made out to the Minister of Finance, and must be accompanied by Appellant Form (A1).
- If the By-law is passed and no objections are received within the 20-day appeal period, the Clerk will certify that the By-law is in force and effect as of the date of its passing and Notice is forwarded to the Planning Department.

Recommendation of the Huron County Planner

It is recommended that the zoning by-law amendment be approved.

Recommendation of the Planning Advisory Committee

Effect of Public and Agency Comments on Decision of Council to the Application

Adjournment

That there being no further business, the Public Meeting be hereby closed at _____ a.m.

Moved by
Seconded by

CLOSE
PUBLIC
MEETING

THAT Ashfield-Colborne-Wawanosh Township Council hereby closes the Planning Advisory Committee Public Meeting.

Moved by
Seconded by

RECONVENE
COUNCIL
MEETING

THAT Ashfield-Colborne-Wawanosh Township Council hereby reconvenes their regular Council Meeting.

5.2 9:15 a.m. – Celina Whaling-Rae / County of Huron Planner - Consent Application

Ben Van Dieten – Consent File C95-2021

We have provided Council with a copy of the report prepared by Celina Whaling-Rae regarding the application for consent received from Ben Van Dieten. Ms. Whaling-Rae will review the application with Council.

STAFF COMMENTS: We seek your direction.

5.3 9:30 a.m. – Celina Whaling-Rae / County of Huron Planner - Consent Application

Angela Sproul – Consent File C96-2021

We have provided Council with a copy of the report prepared by Celina Whaling-Rae regarding the application for consent received from Angela Sproul. Ms. Whaling-Rae will review the application with Council.

STAFF COMMENTS: We seek your direction.

6.0 ACCOUNTS

No items scheduled.

7.0 DEPARTMENT / COMMITTEE REPORTS

7.1 Water Department

No items scheduled.

7.2 **Building Department**

No items scheduled.

7.3 **Cemetery Department**

No items scheduled.

7.4 **Drainage Department**

No items scheduled.

7.5 **Administration Department**

7.5.1 Annual Adjustment – 2022 Pay Grids

We have provided Council with a copy of the report in this regard. We will further apply the amount to Council's remuneration and meeting rate. For interest sake, since implementation in 2002, this calculation averages out to 1.9% per year.

STAFF COMMENTS: For your information purposes.

7.5.2 Councillors Remuneration By-Law

We have provided Council with a copy of the Council Remuneration By-Law for 2022 which includes the annual Consumer Price Index increase of 4.4%.

STAFF COMMENTS: That Council adopts the by-law as presented in Section 14.

7.5.3 Municipal Modernization Program Intake 2 - Agreement

We have provided Council with a copy of the agreement and authorizing by-law for the Municipal Modernization Program Intake 2 Grant being received for the meeting management and website redevelopment as outlined in "Schedule C" of the agreement.

STAFF COMMENTS: That Council authorize the agreement by by-law in Section 14.

7.5.4 2022 Regular Council Meetings

Over the past number of years, Council have only held one regular meeting in (*) July, and (**) August, to allow Council and Staff an opportunity to book summer vacation time throughout the summer. Please note that March meetings (***) have been adjusted in light of the OGRA Conference. Council Meetings are set for the first and third Tuesday of each month according to our Procedural By-Law.

The following are the recommended Council Meeting dates for 2022:

January 4 th and January 18 th	(*) July 19 th
February 1 st and February 15 th	(**) August 16 th
(***) March 8 th and March 22 nd	September 6 th and September 20 th
April 5 th and April 19 th	October 4 th and October 18 th
May 3 rd and May 17 th	November 1 st and November 15 th
June 7 th and June 21 st	December 6 th and December 20 th

STAFF COMMENTS: We seek your support.

7.5.5 Ontario Municipal Partnership Fund (OMPF) – 2022 Allocation

We have provided Council with a copy of the correspondence received in regards to the proposed funding for 2022. As you can see our funding allocation has increased from \$ 775,300 to \$ 784,400 resulting in an increase of \$ 9,100.

STAFF COMMENTS: For your information purposes.

7.5.6 Benmiller Community Hall & St. Helens Community Hall

Effective October 25th there are no capacity limits or physical distancing requirements for indoor meeting and event spaces, however the renter is responsible for checking “proof of vaccination” and maintaining a list of those in attendance.

STAFF COMMENTS: For your information purposes.

7.5.7 COVID-19 Vaccination Policy

We have provided Council with a copy of the approved County of Huron COVID-19 Vaccination Policy for Council's consideration.

STAFF COMMENTS: We seek your direction.

7.5.8 Emotional Support Animals

Please refer to the “In-Camera Session”
(personal matters related to identifiable individuals)

7.6 **Public Works Department**

7.6.1 Public Works Activity Report

We have provided Council with a copy of the report prepared by Public Works Superintendent Thomas McCarthy. Mr. McCarthy will be available this morning.

STAFF COMMENTS: For your information purposes.

7.6.2 Temporary Road Closures for Winter By-Law

We have provided Council with a copy of the proposed by-law closing certain roads for the winter season.

STAFF COMMENTS: That Council adopts the by-law in Section 14.

7.6.3 Guaranteed On-Call Pay & Call-In Pay

As a follow-up from the last council meeting, we have provided Council with a copy of the On-Call Pay & Call-In Pay Policies.

STAFF COMMENTS: That Council approve the policy by adopting the following resolution.

Moved by
Seconded by

ON-CALL
PAY & CALL-
IN PAY
POLICY

THAT Ashfield-Colborne-Wawanosh Township Council adopts the “On-Call Pay” Policy No. HR – 2.17 and “Call-In Pay” Policy No. HR - 2.18 dated November 2, 2021.

7.6.4 Part Time Equipment Operators - Appointments

We have six part time equipment operators not returning this fall, two of which were appointed to full time due to recent retirements. Staff have interviewed those selected and hired Tom Gilkes and Mitchell Curran as Part Time Equipment Operators. Jesse Scott has agreed to return to part time again for the municipality. We have provided Council with a copy of the appointing by-law.

STAFF COMMENTS: That Council adopt the by-law in Section 14.

7.6.5 Road Allowances / Additional Lands

Please refer to the “In-Camera Session” (proposed acquisition of land by the municipality)

7.7 **Environmental Services**

No items scheduled.

7.8 **Committee Reports**

8.0 **NEW BUSINESS**

(items to be brought forward to a future meeting)

8.1 2021 Christmas Dinner

The annual event has been booked for Friday, December 3rd at the Benmiller Inn & Spa. Effective October 25th there are no capacity limits or physical distancing requirements for restaurants, bars and other food or drink establishments. Invitations will be sent out to all employees, council members, and guest.

STAFF COMMENTS: For your information purposes.

8.2 Royal Canadian Legion Branch 309 – Lucknow

We have provided the details of the laying of the wreath at their service on November 11th. The Township can either have the wreath placed ahead of time and our name mentioned or have a person attend to lay the wreath.

STAFF COMMENTS: We seek your direction.

Furthermore, the Royal Canadian Legion Branch 109 – Goderich has decided to pre lay the wreaths at the cenotaph this year again in the hopes that in 2022 that they can have the wreaths presented as they have in the past.

9.0 CORRESPONDENCE / DIRECTION REQUIRED

9.1 OGRA Conference 2022 / Feb 27th – March 2nd - Registration & Hotel Accommodations

STAFF COMMENTS: Councillors Fisher & Miltenburg attending.

10.0 CORRESPONDENCE / FOR INFORMATION PURPOSES

10.1 Thank You – John & Nancy Hamilton (Shamrock Beach)

10.2 Thank You – Marshall's (Shamrock Beach)

10.3 Good Roads Board of Directors – Call for Nominations

10.4 Maitland Valley Conservation Authority - Minutes

11.0 CORRESPONDENCE / ON COUNCIL TABLE

No items scheduled.

12.0 UNFINISHED BUSINESS

12.1 ROMA – 2022 Virtual Conference / January 24-25, 2022

Councillors Fisher, Miltenburg, Forster, Snobelen, and Deputy Mayor Watt registered.

The Municipal Delegation Request for the 2022 Rural Ontario Municipal Association Annual Conference is available until November 15th.

Since the Council Meeting is being held electronically through Zoom, Staff would ask that Council now proceed to Section 14 and adopt the by-laws prior to moving into an "In-Camera Session". This will allow the public participants an opportunity to be present during the adoption of the by-laws. Once the by-laws have been adopted, Council would then proceed to Section 13 and move into the "In-Camera Session". The public participants will not need to re-join as the meeting will be adjourned after the closed session.

13.0 IN-CAMERA / CLOSED SESSION

Moved by
Seconded by

MOVE TO
IN-CAMERA

THAT Ashfield-Colborne-Wawanosh Township Council move into an "In-Camera" session, with the CAO/Deputy-Clerk, Clerk, and Public Works Superintendent remaining in attendance at a.m. for the purpose of discussing:

- 1) Personal matters related to identifiable individuals.
- 2) Matters of proposed acquisition of land by the municipality.

~

13.1 RETURN TO OPEN SESSION

Moved by
Seconded by

RISE FROM
IN-CAMERA

THAT Ashfield-Colborne-Wawanosh Township Council rise from an "In-Camera" session at a.m.

~

13.2 **BUSINESS ARISING FROM IN-CAMERA / CLOSED SESSION**

14.0 **BY-LAWS**

14.1 Council Members – Remuneration By-Law

Moved by
Seconded by

COUNCIL
REMUNERA
TION BY-
LAW

THAT leave be given to introduce By-Law 72-2021 being a by-law to establish remuneration rates for Council Members, and that it now be read severally a first, second, and third time, and finally passed this 2nd day of November 2021.

14.2 Municipal Modernization Program Intake 2 Grant Agreement Authorizing By-Law

Moved by
Seconded by

MMP2
GRANT
AGREEMEN
T BY-LAW

THAT leave be given to introduce By-Law 73-2021 being a by-law to authorize the agreement between Her Majesty the Queen in right of Ontario, as represented by the Minister of Municipal Affairs and Housing and the Township of Ashfield-Colborne-Wawanosh, and that it now be read severally a first, second, and third time, and finally passed this 2nd day of November 2021.

14.3 Temporary Road Closures for Winter (No Winter Maintenance) By-Law

Moved by
Seconded by

NO WINTER
MAINTENAN
CE ROADS
BY-LAW

THAT leave be given to introduce By-Law 70-2021 being a by-law to close certain roads during the winter season in the Township of Ashfield-Colborne-Wawanosh, and that it now be read severally a first, second, and third time, and finally passed this 2nd day of November 2021.

14.4 Part Time Equipment Operator Appointment By-Law

Moved by
Seconded by

PART TIME
EQUIPMENT
OPERATOR
BY-LAW

THAT leave be given to introduce By-Law 74-2021 being a by-law to appoint the positions of Part Time Equipment Operator, and that it now be read severally a first, second, and third time, and finally passed this 2nd day of November 2021.

14.5 Zoning By-law Amendment

Moved by
Seconded by

ZONING
BY-LAW
AMENDMEN
T

THAT leave be given to introduce By-Law 75-2021 being a by-law to amend zoning by-law 32-2008 for the Corporation of the Township of Ashfield-Colborne-Wawanosh, and that it now be read severally a first, second, and third time, and finally passed this 2nd day of November 2021.

14.6 Confirmation By-Law

Moved by
Seconded by

CONFIRMAT
ION BY-LAW

THAT leave be given to introduce By-Law 76-2021 being a by-law to confirm the proceedings of the Township of Ashfield-Colborne-Wawanosh meeting held on November 2, 2021, and that it now be read severally a first, second, and third time, and finally passed this 2nd day of November 2021.

~

15.0 **ADJOURNMENT**

Moved by
Seconded by

ADJOURN

THAT Ashfield-Colborne-Wawanosh Township Council does now adjourn to meet again on November 16, 2021 at 9:00 a.m. or at the Call of the Mayor.

~



Council Minutes October 19, 2021

Township of Ashfield-Colborne-Wawanosh Council met in regular session on the 19th day of October 2021, at 9:00 a.m. through Zoom, an online video conferencing platform.

This meeting was held electronically as per By-Law 37-2021, Section 3.10 which allows for Electronic Participation of Council Meetings.

The following individuals were participants during the Council Meeting:

Mayor
Deputy Mayor
Councillors

Glen McNeil
Roger Watt
Gloria Fisher
Wayne Forster
Jennifer Miltenburg
Anita Snobelen
Bill Vanstone

Staff Present

CAO/Deputy-Clerk
Community Support & Project Co-ordinator
Public Works Superintendent
Treasurer
Chief Building Official
Clerk

Mark Becker
Kaitlin Bos
Thomas McCarthy
Ellen McManus
Brett Pollock
Florence Witherspoon

County of Huron Planner

Celina Whaling-Rae

OTHERS PRESENT VIA ZOOM (Viewing and Observing Only): Evan Hickey and Rebecca Garrett.

1.0 **CALL TO ORDER**

The municipality will be recording this meeting to “ensure meetings can be open to the public”.

2.0 **DISCLOSURE OF PECUNIARY INTEREST / POTENTIAL CONFLICT OF INTEREST**

None disclosed.

3.0 **ADOPTION OF PREVIOUS MEETING MINUTES**

3.1 Council Meeting Minutes – October 5, 2021

Moved by Miltenburg
Seconded by Snobelen

ADOPT
COUNCIL
MINUTES

#1

THAT Ashfield-Colborne-Wawanosh Township Council hereby adopts the October 5, 2021 Council Meeting Minutes as written.

Carried.

4.0 **OPEN FORUM (items pertaining to the agenda)**

None.

5.0 **DELEGATIONS**

5.1 9:00 a.m. – Celina Whaling-Rae / County of Huron Planner - Consent Application

Doug & Cindy Fenton – Consent File C92-2021

We have provided Council with a copy of the report prepared by Celina Whaling-Rae regarding the application for consent received from Doug & Cindy Fenton. Ms. Whaling-Rae reviewed the application with Council.

STAFF COMMENTS: We seek your direction.

ACTION: Council agreed to recommend to the County of Huron that the application for consent be granted subject to the conditions as outlined in the Planner's Report as well as the further condition as suggested by the Conservation Authority.

6.0 **ACCOUNTS**

6.1 Payment of Current Accounts

Moved by Forster
Seconded by Watt

APPROVE #2 THAT Ashfield-Colborne-Wawanosh Township Council hereby authorizes
ACCOUNTS the payment of the October 2021 accounts as presented. Carried.
~

6.2 Payment of Previous Month Actual Accounts

Moved by Vanstone
Seconded by Miltenburg

APPROVE #3 THAT Ashfield-Colborne-Wawanosh Township Council hereby
ACTUAL approves the payment of the September 2021 accounts in the
PAYMENTS amount of \$ 3,164,924.74. Carried.
~

6.3 Summary Revenue/Expenditure Reports

Reports for the Township, Lucknow & District Medical Centre, and Lucknow & District Recreation from January to September 2021.

Moved by Forster
Seconded by Miltenburg

REVENUE #4 THAT Ashfield-Colborne-Wawanosh Township Council adopts the
EXPEND- summary revenue/expenditure reports of the Treasurer as written. Carried.
ITURE
REPORT

7.0 **DEPARTMENT / COMMITTEE REPORTS**

7.1 **Water Department**

7.1.1 Water Operations & Maintenance Report – September 2021

We have provided Council with a copy of the report prepared by Veolia Water Canada in regard to the operation and maintenance of our water systems for September 2021.

STAFF COMMENTS: For your information purposes.

ACTION: Noted and filed.

7.1.2 ICIP Grant (Investing in Canada Infrastructure Program Green Stream) Agreement

We have provided Council with a copy of the agreement and authorizing by-law for the ICIP Grant being received for the rehabilitation of the water treatment facility in Dungannon as outlined in "Schedule C" of the agreement.

STAFF COMMENTS: That Council authorize the agreement by by-law in Section 14.

ACTION: Council agreed to authorize the agreement by by-law in Section 14. Staff will also post this information on our website and social media.

7.2 **Building Department**

7.2.1 Chief Building Official's Report

We have provided Council with a copy of Mr. Pollock's report. Mr. Pollock was available this morning.

STAFF COMMENTS: For your information purposes.

ACTION: Noted and filed.

7.3 **Cemetery Department**

No items scheduled.

7.4 **Drainage Department**

No items scheduled.

7.5 **Administration Department**

7.5.1 O.P.P. – 2022 Municipal Policing Billing Statement

We have provided Council with a copy of the documents received in regards to the O.P.P. Billing Statement beginning 2022 being \$ 905,672 which includes the 2020-year end credit adjustment. Last year's statement amount was \$ 917,568.

STAFF COMMENTS: For your information purposes.

ACTION: Noted and deferred to the 2022 Budget.

7.5.2 Emotional Support Animals

Please refer to the "In-Camera Session"
(personal matters related to identifiable individuals)

7.6 **Public Works Department**

7.6.1 Clothing Allowance Policy Amendment

As a follow-up from the last council meeting, we have provided Council with a copy of the amending Clothing Allowance Policy.

STAFF COMMENTS: That Council approve the policy by adopting the following resolution.

ACTION: Council agreed to approve the policy by adopting the following resolution.

Moved by Watt
Seconded by Miltenburg

CLOTHING ALLOWANCE POLICY #5 THAT Ashfield-Colborne-Wawanosh Township Council adopts the revised "Clothing Allowance" Policy No. HR 2.15 dated October 19, 2021. Carried.

7.6.2 License Renewal / Medical Reimbursement Policy

As a follow-up from the last council meeting, we have provided Council with a copy of the new License Renewal – Medical Reimbursement Policy.

STAFF COMMENTS: That Council approve the policy by adopting the following resolution.

ACTION: Council agreed to approve the policy by adopting the following resolution.

Moved by Snobelen
Seconded by Forster

MEDICAL REIMBURSEMENT POLICY #6 THAT Ashfield-Colborne-Wawanosh Township Council adopts the "Medical Reimbursement" Policy No. HR 2.16 dated October 19, 2021. Carried.

7.6.3 Temporary Road Closures for Winter By-Law

We have provided Council with a copy of the proposed by-law closing certain roads for the winter season.

STAFF COMMENTS: That Council adopts the by-law in Section 14.

ACTION: Council agreed to defer the by-law for further clarification.

7.6.4 Septic System – Ashfield Works Shed

We have provided Council with a copy of the report prepared by Public Works Superintendent Thomas McCarthy. Mr. McCarthy will be available this morning.

STAFF COMMENTS: For your information purposes.

ACTION: Noted and filed.

7.6.5 Recycling – Municipal Modernization Grant

We have provided Council with a copy of the report prepared by Public Works Superintendent Thomas McCarthy. Mr. McCarthy was available this morning.

STAFF COMMENTS: That Council support the proposal and join the Township of Howick's joint application for funding under the Municipal Modernization Grant to complete a third party review study to assist in the transition of the municipalities recycling program to extended producer responsibility.

ACTION: Council agreed to proceed as per the staff comments noted above.

7.6.6 Seasonal Plow Operators – Guaranteed On-Call Pay & Call-In Hours

We have provided Council with a copy of the report prepared by Public Works Superintendent Thomas McCarthy. Mr. McCarthy was available this morning.

STAFF COMMENTS: That Council support the recommended changes to the Human Resource Policy and allow for guaranteed On-Call Pay and guaranteed Call-In Hours. Furthermore, that staff bring back the amended policies for adoption to the next meeting.

ACTION: Council agreed to proceed as per the staff comments noted above.

7.7 **Environmental Services**

No items scheduled.

7.8 **Committee Reports**

Councillor Jennifer Miltenburg reported on the Tamarack Conference / Reconnect she participated as well as Community Support & Project Co-ordinator Kaitlin Bos.

Councillor Wayne Forster reported on the C.H.I.P. (Coalition for Huron Injury Prevention) Committee.

8.0 **NEW BUSINESS**

(items to be brought forward to a future meeting)

No items scheduled.

9.0 **CORRESPONDENCE / DIRECTION REQUIRED**

No items scheduled.

10.0 **CORRESPONDENCE / FOR INFORMATION PURPOSES**

10.1 ROMA - 2022 Virtual Conference

ACTION: Councillor Gloria Fisher, Forster, Snobelen, Miltenburg, and Deputy Mayor Roger Watt will be registered for this event.

10.2 2021 Agri-Food Forum – Ministry of Agriculture, Food & Rural Affairs

ACTION: Councillor Jennifer Miltenburg will be registered for this event.

11.0 CORRESPONDENCE / ON COUNCIL TABLE

No items scheduled.

12.0 UNFINISHED BUSINESS

No items scheduled.

Since the Council Meeting is being held electronically through Zoom, Staff would ask that Council now proceed to Section 14 and adopt the by-laws prior to moving into an “In-Camera Session”. This will allow the public participants an opportunity to be present during the adoption of the by-laws. Once the by-laws have been adopted, Council would then proceed to Section 13 and move into the “In-Camera Session”. The public participants will not need to re-join as the meeting will be adjourned after the closed session.

13.0 IN-CAMERA / CLOSED SESSION

Moved by Miltenburg
Seconded by Forster

MOVE TO #7
IN-CAMERA

THAT Ashfield-Colborne-Wawanosh Township Council move into an “In-Camera” session, with the CAO/Deputy-Clerk and Clerk remaining in attendance at 9:33 a.m. for the purpose of discussing:

- 1) Personal matters related to identifiable individuals.

Carried.

~

13.1 RETURN TO OPEN SESSION

Moved by Miltenburg
Seconded by Fisher

RISE FROM #8
IN-CAMERA

THAT Ashfield-Colborne-Wawanosh Township Council rise from an “In-Camera” session at 10:12 a.m.

Carried.

~

13.2 BUSINESS ARISING FROM IN-CAMERA / CLOSED SESSION

Emotional Support Animals – Section 7.5.2

Council agreed to proceed as directed to staff as outlined in the “In-Camera” session.

14.0 BY-LAWS**14.1 ICIP Grant Agreement Authorizing By-Law**

Moved by Miltenburg
Seconded by Vanstone

ICIP GRANT #9
AGREEMENT
BY-LAW

THAT leave be given to introduce By-Law 69-2021 being a by-law to authorize the agreement between Her Majesty the Queen in right of Ontario, as represented by the Minister of Infrastructure and the Township of Ashfield-Colborne-Wawanosh, and that it now be read severally a first, second, and third time, and finally passed this 19th day of October 2021.

Carried.

14.2 Temporary Road Closures for Winter (No Winter Maintenance) By-Law

Deferred.

14.3 Confirmation By-Law

Moved by Forster
Seconded by Miltenburg

CONFIRMATION BY-LAW #10

THAT leave be given to introduce By-Law 71-2021 being a by-law to confirm the proceedings of the Township of Ashfield-Colborne-Wawanosh meeting held on October 19, 2021, and that it now be read severally a first, second, and third time, and finally passed this 19th day of October 2021.

Carried.

~

15.0 ADJOURNMENT

Moved by Vanstone
Seconded by Forster

ADJOURN #11

THAT Ashfield-Colborne-Wawanosh Township Council does now adjourn to meet again on November 2, 2021 at 9:00 a.m. or at the Call of the Mayor.

Carried.
~

Mayor, Glen McNeil

CAO/Deputy-Clerk, Mark Becker



PLANNING & DEVELOPMENT

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5.1

To: Township of Ashfield-Colborne-Wawanosh, Mayor, and Members of Council
From: Celina Whaling-Rae, Planner
Date: October 27th, 2021

Re: Zoning By-law Housekeeping Amendment

This report is submitted to Ashfield-Colborne-Wawanosh (ACW) Council for the Public Meeting on November 2nd, 2021.

RECOMMENDATION

It is recommended that Council approve the proposed Zoning By-law housekeeping amendment.

PURPOSE

The purpose of the proposed housekeeping amendment is to clarify two policies within the General Provisions section of the Zoning By-law.

REVIEW

Council previously directed staff to draft a by-law in order to revise Section 3.23 and 3.28.9 of the Zoning By-law. Section 3.23 speaks to Non-Complying Buildings and Structures (i.e. buildings and structures that were legally approved but which no longer comply with one or more provision(s) of the by-law). Section 3.28.9 speaks to Motorized Vehicle Racing. The following is a comparison of the current versus proposed provisions.

Section	Current Provision	Proposed Provision
3.23 Non-Complying Buildings and Structures	3.23.1 Where a building or structure was legally established and is permitted by the provisions of the zone in which such building or structure is located but does not meet the zone provisions with respect to yards, lot area, frontage, parking, setback or any other provisions of this by-law applicable to that zone, the said building or structure shall be deemed to comply with the by-law and may be enlarged, extended, repaired, renovated or reconstructed in the same location or a new location provided that: a) The enlargement, extension, reconstruction, repair, renovation, or new location does not further reduce the compliance of that building or structure,	3.23.1 Where a building or structure was legally established and is permitted by the provisions of the zone in which such building or structure is located but does not meet the zone provisions with respect to yards, lot area, frontage, parking, setback or any other provisions of this by-law applicable to that zone, the said building or structure shall be deemed to comply with the by-law and may be renovated, or reconstructed with or within the same footprint and up to the same building height. All other

	with the provision(s) of the By-law to which it does not comply; and b) All other applicable provisions of this By-law are complied with; and c) Any enlargement or extension of an existing or reconstructed building complies with the required minimum yard setbacks and does not change the use of such building or structure,	applicable provisions of this by-law shall apply.
3.28.9 Motorized Vehicle Racing Track	3.28.9 No land shall be used for the establishment of a track for the racing of any motorized vehicle.	3.28.9 No land shall be used for the racing of any motorized vehicle, unless otherwise permitted in the by-law.

The Township's legal counsel has confirmed that the proposed revisions to Section 3.23 better meet Council's intent than the current provision.

COMMENTS

No comments were received from members of the public. ACW staff are supportive of the changes.

	Not Received	No Concerns	Concerns	See Conditions / Comment
Neighbours	✓			
ACW Staff		✓		

SUMMARY

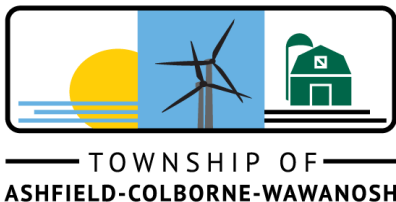
It is recommended that Council approve the proposed zoning by-law housekeeping amendment.

Sincerely,

Celina Whaling-Rae
Planner

**Effect of Public and Agency Comments on Decision of Council to the Planning application
(Pursuant to Sections 17, 22, 34, 35, 45, 51 and 53 of the Planning Act, RSO, 1990, as amended)**

	A. Effect of Public Comments on Decision of Council	B. Effect of Agency Comments on Decision of Council (e.g. Planning, Public Works, Health Unit)
1. Council agrees with effects of input as contained in the planning report	Council concurs with the planning report regarding the effect of public and agency comments on the decision.	
2. No comments received	No public comments were received on this application so there was no effect on the decision.	No agency comments were received on this application so there was no effect on the decision.
3. Supportive comments received	Public comments were received in support of the application, the effect of which resulted in a decision to approve the application.	Agency comments were received in support of the application, the effect of which resulted in a decision to approve the application.
4. Concerns raised were addressed through conditions to approval or changes to mapping or text amendment	Public comments were received on the issue(s) of _____. The comments were address through (conditions to approval/changes to the mapping or text of the amendment).	Comments were received from agencies on the issues of _____. The comments were addressed through (conditions to approval/changes to the mapping or text of the amendment).
5. Concerns raised did not influence the decision	Public comments were received on the issue(s) of _____. Comments were thoroughly considered but the effect did not influence the decision of Council to (approve/deny) the application.	Comments were received from agencies identifying the issue(s) of _____. Comments were thoroughly considered but the effect did not influence the decision of Council to (approve/deny) the application.
6. Concerns raised did influence the decision	Public comments were received on the issue(s) of _____, the effect of which influenced the decision of Council to (approve/deny) the application.	Agency comments were received on the issue(s) of _____, the effect of which influenced the decision of Council to (approve/deny) the application.
7. Comments received in support and opposition to the application	Options from above 1A/3A/4A/5A/6A	Options from above 1B/3B/4B/5B/6B
8. Other	Additional wording deemed appropriate by Council	Additional wording deemed appropriate by Council



Township of Ashfield-Colborne-Wawanosh

82133 Council Line, RR5

Goderich, ON N7A 3Y2

www.acwtownship.ca

519-524-4669

October 13, 2021

Notice of Public Meeting

For a Proposed Housekeeping Amendment to the Ashfield-Colborne-Wawanosh Zoning By-law Planning Act, R.S.O. 1990, cP. 13., S. 34

The Township of Ashfield-Colborne-Wawanosh (ACW) will hold a Public Meeting under Section 34 of the Planning Act to consult with the public about a Housekeeping Amendment to the ACW Zoning By-law.

You are invited to participate in an online Public Meeting on Tuesday, November 2nd, 2021 at 9:00 a.m. During this time, the Township of Ashfield-Colborne-Wawanosh Council will be considering the changes.

The Proposed Changes

The purpose of the Housekeeping Amendment is to update some general provisions in the Zoning By-law. The proposed Housekeeping Amendment proposes only text changes to the Zoning By-law and does not introduce mapping changes. A summary of the proposed changes to the Zoning By-law is as follows:

- Revise Section 3.23 to clarify provisions with relation to legal non-complying uses; and
- Revise Section 3.28.9 to clarify that motorized vehicle racing shall not be permitted in settlement areas.

Learn More

This notice along with the complete application can be found <https://acwtownship.ca/develop-build/planning-development>. Questions may be directed to the Planner Celina Whaling-Rae at cwhalingrae@huroncounty.ca or by phoning 519-524-8394 extension 3.

Have Your Say

Any person may attend the public meeting and/or make written or verbal representation, either in support of, or in opposition to, the proposed zoning by-law amendment.

Comments and opinions submitted on this proposal, including the originator's name and address, become part of the public record, may be viewed by the general public and may be published in a planning report and Council agenda.

1. You can submit comments, objections or concerns by mail (address above) or email to clerk@acwtownship.ca
2. You can speak during the online public meeting. **Individuals are strongly encouraged to submit their comments prior to the meeting for consideration.*

How to Access the Public Meeting

As a result of the COVID-19 Pandemic, the Public Meeting will be held in electronic format.

You are entitled to attend this public meeting electronically to express your views about this application, or you may be represented by counsel for that purpose.

For information on how to participate in the Public Meeting, please visit the municipal website at <https://www.acwtownship.ca/government/agendas-minutes>. Details on participating in the electronic meeting will be provided when the agenda is published at the end of the business day on the Friday before the meeting. If you have any questions regarding how to participate in the meeting, please phone the municipal office at 519-524-4669.

Stay Informed

If you would like to be notified of the decision, you **must** make a written request to the Planning Advisory Committee at the municipal address above, or through email to clerk@acwtownship.ca. This will also

entitle you to be advised of a possible Ontario Land Tribunal hearing if the decision of this application is appealed.

Your Rights

If a person or public body does not make oral submissions at a public meeting or make written submissions to the Township of Ashfield-Colborne-Wawanosh before the by-law is passed, the person or public body is not entitled to appeal the decision.

If a person or public body does not make oral submissions at a public meeting, or make written submissions to the Township of Ashfield-Colborne-Wawanosh before the by-law is passed, the person or public body may not be added as a party to the hearing of an appeal before the Ontario Land Tribunal (OLT) unless, in the opinion of the Tribunal, there are reasonable grounds to do so.

If you are receiving this notice because you are the owner of property in the area of the amendment that contains seven or more residential units, you must also post this notice in a location that is visible to all of the residents of your property.



PLANNING & DEVELOPMENT

5.2

57 Napier Street, Goderich, Ontario N7A 1W2 CANADA

Phone: 519.524.8394 Ext. 3 Fax: 519.524.5677 Toll Free: 1.888.524.8394

Ext. 3

www.huroncounty.ca

Consent Application Report – File C95/20 To Ashfield-Colborne-Wawanosh Council

Owner/Applicant: Ben Van Dieten (Moorehill Farm Inc. c/o John Moore)	Date: October 26, 2021
Property Address: 83891 Lucknow Line	
Property Description: Concession 4 ED, Part S Part Lot 12 (Ashfield), Ashfield-Colborne-Wawanosh	

Recommendation: That provisional consent be:

- ☒ granted with conditions (attached)
- ☐ deferred
- ☐ denied (referred to County Council for a decision)

Purpose:

- ☐ enlarge abutting lot
- ☐ create new lot
- ☒ surplus farm dwelling
- ☐ right-of-way / easement
- ☐ other:

	Area	Official Plan Designation:	Zoning:	Structures:
Severed	1.1 hectares (2.77 acres)	Agriculture	AG1 (General Agriculture)	House, shed and bank barn
Retained	19 hectares (47.01 acres)	Agriculture, Natural Environment	AG1 (General Agriculture), NE1 (Natural Environment)	None

Review: This application:

- ☒ Is consistent with the Provincial Policy Statement (s. 3(5) Planning Act);
- ☒ Does not require a plan of subdivision for the proper and orderly development of the municipality (s.53(1) Planning Act);
- ☒ Conforms with section 51(24) of the Planning Act;
- ☒ Conforms with the Huron County Official Plan;
- ☒ Conforms with the Ashfield-Colborne-Wawanosh Official Plan;
- ☒ Complies with the Ashfield-Colborne-Wawanosh Zoning By-law (or will comply subject to a standard condition of rezoning or minor variance);
- ☐ Has been recommended for approval by the local municipality; and
- ☒ Has no unresolved objections/concerns raised (to date) from agencies or the public.
(Applications that do not meet all of the foregoing criteria will be referred to County Council for a decision)

Agency / Other Comments:

	Not Recieved	No Concerns	Concerns	See Conditions / Comment
Neighbours			✓	Neighbour verbally indicated he would have drainage related concerns should the entrance for the retained parcel be constructed to the south of the severed. No concerns with an entrance constructed to the north.
ACW Staff		✓		
Huron County Public Works		✓		Staff are able to issue an entrance permit for the retained parcel onto County Road 1. Requesting that one of the two existing entrances to the severed parcel be decommissioned.

Figure 1: Aerial Photo of Subject Property Submitted by Applicant

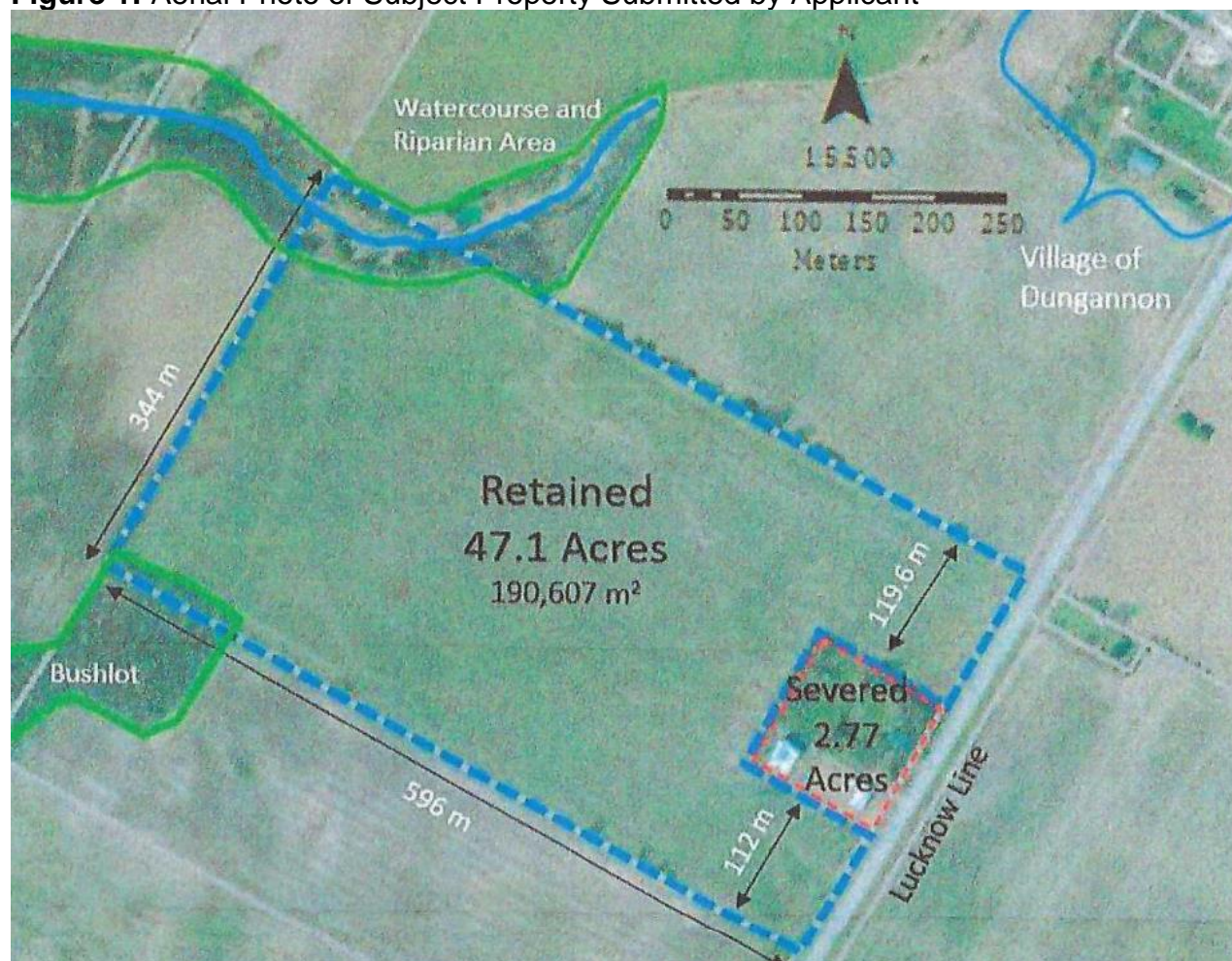


Figure 2: Site Plan for Severed Parcel



Additional Comments:

This consent application was submitted for the purpose of severing a surplus farmhouse. The property is owned by Moorehill Farm Inc. (c/o John Moore). The owner owns another farm with a house on it, located at 81452 River Line.

The total size of the subject property is 49.78 acres. The proposed severed parcel is 2.77 acres in size. It is designated Agriculture in the ACW Official Plan, and zoned 'General Agriculture (AG1)'. The proposed retained parcel is just over 47 acres. It is designated Agriculture & Natural Environment, and is zoned 'General Agriculture (AG1)' and 'Natural Environment (NE1)' with Conservation Authority Regulated Lands (CARL). The proposed severed parcel contains a house, shed and bank barn. The retained parcel is vacant. The applicant (and intended future purchaser of the severed parcel) has submitted a letter stating that he does not intend to use the existing barn for intensive livestock. Given the barn's age, it is staff's opinion that it is suitable for storage uses accessory to the proposed residential use.

Huron County Public Works was circulated the application, given that the property is accessed via County Road 1 (Lucknow Line). They have confirmed that they are able to issue an entrance permit for the retained parcel onto Lucknow Line. They have also noted that, as per the County's Access Management Guidelines, residential buildings are only allowed one entrance onto a county road. The severed parcel presently contains two entrances. As such, they are requesting that as a condition of approval, one of these two entrances be decommissioned. A neighbour verbally indicated that they would have drainage concerns if a future entrance permit for the retained lands were to be issued to the south of the severed parcel. They do not have any concerns with an entrance permit being obtained to the north. Staff note these comments, but do

not recommend any further conditions in relation. ACW staff have no concerns with the application.

It is recommended that this consent application be approved, subject to the recommended conditions below.

Recommended Conditions

Expiry Period

1. Conditions imposed must be met within one year of the date of notice of decision, as required by Section 53(41) of the Planning Act, RSO 1990, as amended. If conditions are not fulfilled as prescribed within one year, the application shall be deemed to be refused. Provided the conditions are fulfilled within one year, the application is valid for two years from the date of the notice of decision.

Municipal Requirements

2. All municipal requirements be met to the satisfaction of the Township including servicing connections if required, cash-in-lieu of park dedication, property maintenance, compliance with zoning by-law provisions for structures, compliance with Section 65 of the Drainage Act and any related requirements, financial or otherwise.
3. The sum of \$250.00 to be paid to the Township as cash-in-lieu of parkland.
4. A septic inspection for the severed parcel be obtained to the satisfaction of the Township.
5. A new entrance for the retained lands be obtained to the satisfaction of Huron County Public Works.
6. One of the two existing entrances on the severed lands be decommissioned to the satisfaction of Huron County Public Works.

Survey / Reference Plan

7. Provide to the satisfaction of the County and the Township:
 - a) a survey showing the lot lines of the severed parcel and the location of any buildings thereon, and
 - b) a reference plan based on the approved survey.

Zoning

8. Where a violation of any municipal zoning by-law is evident, the appropriate minor variance or rezoning shall be obtained to the satisfaction of the Township.

NOTE:

The applicant is hereby advised that the severed parcel will be automatically rezoned to recognize the residential parcel (e.g. AG4-19) and the retained farmland will be automatically rezoned to prohibit a new residence (e.g. AG1-37) in the Township of Ashfield-Colborne-Wawanosh Zoning By-law.

Sincerely,



Celina Whaling-Rae
Planner

September 30, 2021

To Whom it May Concern,

Re: 83891 Lucknow Line land-use Declaration

The proposed severed property at 83891 Lucknow Line, in addition to barn and shed structures, will not be used for intensive livestock/agricultural purposes and will be used in accordance with proposed rezoned AG4 zoning provisions.

Regards,

A handwritten signature in black ink, appearing to read "Ben Van Dieten", written in a cursive style.

Ben Van Dieten

From: [Cameron Harper](#)
To: [Lisa Finch](#)
Cc: [Celina Whaling-Rae](#); [Rachel Lynn](#); [Wyatt Carey](#)
Subject: RE: C95-2021 Van Dieten (Moorehill Farm Inc. c/o John Moore) Notice of Application for Consent for Severance
Date: Thursday, October 14, 2021 5:10:33 PM

Hi Lisa,

The County doesn't have an issue with the severance and the retained property will likely need a new entrance. The sightlines are good in both directions for that and we can issue a new entrance permit.

I would like to mention that the current farm house has two entrances. As per our access management guidelines residential and farm buildings are only allowed one entrance. Farms are allowed secondary field entrances which is what that second entrance was likely approved as. We would like to see only one entrance permitted to that farm house once severed.

Regards,

Cameron Harper, P.Eng

Manager of Public Works

County of Huron

C: (519)-441-3582 | T: (519)-524-8394 ext. 3332

From: Lisa Finch <lfinch@huroncounty.ca>
Sent: Friday, October 8, 2021 10:10 AM
To: benvandieten@gmail.com; Florence Witherspoon <clerk@acwtownship.ca>; Sarah Louise McGregor <Building@acwtownship.ca>; Brett Pollock <cbo@acwtownship.ca>; Steven Lund <slund@huroncounty.ca>; Cameron Harper <charper@huroncounty.ca>; joanne@olfmlaw.ca; denise@olfmlaw.ca
Cc: Celina Whaling-Rae <cwhalingrae@huroncounty.ca>; Rachel Lynn <rlynn@huroncounty.ca>
Subject: C95-2021 Van Dieten (Moorehill Farm Inc. c/o John Moore) Notice of Application for Consent for Severance

Good morning everyone, I hope this email finds you well.

Please find attached hereto a Notice of an Application for Consent for Severance for your review and comment.

Ben, we will be forwarding by regular mail a sign to be posted at the subject property. The sign should remain posted until a decision has been reached. Please provide a picture of the sign once received and posted, thank you.

Please submit all comments to Lisa Finch at the email address below and to Celina Whaling-Rae at cwhalingrae@huroncounty.ca on or before **October 22, 2021**.

Should you have any questions or require further information please do not hesitate to contact our office.

Kindest regards, Lisa

Lisa Finch, Land Division Administrator
Planning & Development Department
County of Huron
57 Napier Street, 2nd Floor
Goderich, Ontario
N7A 1W2
519-524-8394 Ext 3237
519-524-5677
lfinch@huroncounty.ca

As per the County's COVID-19 response protocols, I am currently working remotely and am available by email and phone. All County of Huron offices are closed to public access until further notice. Core service delivery continues. If you leave a voicemail message or send me an email I will respond to you as soon as possible.

This email message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential or privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender and destroy the original message and all copies.



PLANNING & DEVELOPMENT

57 Napier Street, Goderich, Ontario N7A 1W2 CANADA

Phone: 519.524.8394 Ext. 3 Fax: 519.524.5677 Toll Free: 1.888.524.8394 Ext. 3

www.huroncounty.ca

NOTICE OF AN APPLICATION FOR CONSENT FOR SEVERANCE

DATE: October 8, 2021

File #95-2021

TO:

- ☐ Owner: Moorehill Farm Inc. c/o John Moore Applicant: Ben Van Dieten
- ☐ Florence Witherspoon, Clerk-Township of Ashfield-Colborne-Wawanosh
- ☐ Sarah Louise McGregor, Building Administrative Assistant-Township of Ashfield-Colborne-Wawanosh
- ☐ Brett Pollock, CBO-Township of Ashfield-Colborne-Wawanosh
- ☐ Huron County Public Works
- ☐ Celina Whaling-Rae, Planner, Huron County Planning Department

Enclosed is a copy of an application for Consent for your review and comments to the Huron County Planning & Development Department.

LOCATION OF PROPERTY

Township: Ashfield-Colborne-Wawanosh

Lot: Part Lot 12, Concession 4 ED, Ashfield Ward

Address: 83891 Lucknow Line

Owner: Moorehill Farm Inc. c/o John Moore Applicant: Ben Van Dieten

Solicitor: Ottewell Lynn Froom Mullen

PURPOSE AND EFFECT

The purpose and effect of this application is for the creation of a new lot under the surplus farm residence policies. The proposed land to be severed is approximately 2.77 acres (1.12 ha) consisting a house, shed and a small bank barn. The vacant agricultural land to be retained is approximately 47.1 acres (19.06 ha).

LAST DAY FOR RECEIVING COMMENTS

We would appreciate your comments by **October 22, 2021** as to whether or not your department or agency has any comments to this severance and whether or not any conditions should be imposed. All comments should be addressed to the Attention of Lisa Finch, Land Division Administrator at the following by e-mail address lfinch@huroncounty.ca or by regular mail to the address above and to the Attention of Lisa Finch, Land Division Administrator. We will assume you have no objections to the application if no comments are received by the time specified. If this does not provide you with sufficient opportunity to consider the application, please advise.

DECISION AND APPEAL

If you wish to be notified of the decision in respect to the proposed consent, you must make a written request to the Huron County Planning & Development Department c/o Ms. Lisa Finch, Land Division Administrator, Huron County Consent Granting Authority at 57 Napier Street, 2nd Floor, Goderich, Ontario, N7A 1W2.

If a person or public body, that files an appeal of a decision in respect of the proposed consent, does not make written submission to the Huron County Planning Department before it gives or refuses to give a provisional consent, then the Ontario Land Tribunal (OLT) may dismiss the appeal.

ADDITIONAL INFORMATION

Further information regarding this application will be available to the public for inspection by electronic means or via mail request to:

**Huron County Planning & Development Department
57 Napier Street, 2nd Floor, Goderich, Ontario N7A 1W2
Attention: Lisa Finch, Land Division Administrator**

OCT 01 2021

DEPART



APPLICATION FOR CONSENT

For office use only

File # C95-2021Received OCT 1, 20 21Considered Complete OCT 5, 20 21

1. PRE-SUBMISSION CONSULTATION

Applicants are strongly encouraged to contact the County and speak/meet with the Planner assigned to the Municipality before submitting an application.

Date of Applicant's consultation meeting with County Planner assigned to Municipality:
Sept 21, 2021

2. APPLICATION INFORMATION

Name of Applicant <u>Ben Van Dieten</u>	Name of Owner <u>Moorehill Farm Inc. c/o John Moore</u>
Contact Information Address: <u>42121 Hydroline Rd</u> Town: <u>Seaforth</u> Postal Code: <u>N0K 1W0</u> Home Phone: <u>519-441-1991</u> Cell: <u>519-441-1991</u> Work: _____ Email: <u>benvandieten@gmail.com</u> Fax: _____	<input type="checkbox"/> Check box if same as Applicant Contact Information Address: <u>81452 River Line RR#4</u> Town: <u>Goderich, ON</u> Postal Code: <u>N7A 3Y1</u> Home Phone: <u>519-525-8088</u> Cell: <u>519-525-8088</u> Work: _____ Email: _____ Fax: _____

- a) Solicitor name (if known) OTTEWELL LYNN FROOK MULLEN
Address: 22 Nelson St E, Goderich, ON N7A 1R6

Tel: (519) 524-9996 Email: _____

Correspondence to be sent to: ☐ all parties, or ☒ applicant, and/or ☐ owner

- b) Name, Address, Phone of all persons having any mortgage, charge, debenture or encumbrance on the property:

APPLICATION FOR CONSENT

3. LOCATION OF THE SUBJECT PROPERTY – SEVERED & RETAINED (Complete applicable lines)

Municipality: <u>Ashfield-Colborne-Wawanosh</u>	Concession: <u>4 ED</u>
Ward: <u>Ashfield</u>	Lot Number(s): <u>Part Lot 12</u>
Registered Plan: _____	Lot(s) Block(s): _____
Reference Plan: _____	Part Number(s): _____
Municipal Address (911 number and street/road name): <u>83891 Lucknow Line</u>	Roll # (if available): _____

a) Are there any right-of-way easements or restrictive covenants affecting the severed or retained land?
☐ Yes ☒ No

b) If **Yes**, describe the location of the right-of-way or easement or covenant and its effect:

c) Is any of the severed or retained land in Wellhead Protection Area A, B or C?
☐ Yes ☒ No ☐ Unknown

If yes, please obtain a Restricted Land Use Permit from the Risk Management Official.

If **Unknown**, please consult with your Municipal Planner and obtain a Restricted Land Use Permit if necessary.

d) Is the subject property systematically tiled? If **yes**, please submit tile maps with your application.
☒ Yes ☐ No

4. PURPOSE OF THE APPLICATION

Type of proposed transaction:

- | | |
|---------------------------------------------------------------|----------------------------------------------|
| <input checked="" type="checkbox"/> Creation of a new lot | <input type="checkbox"/> Lease |
| <input type="checkbox"/> Addition to lot | <input type="checkbox"/> Charge |
| <input type="checkbox"/> An easement | <input type="checkbox"/> Correction of title |
| <input type="checkbox"/> Other purpose (please specify) _____ | |

Briefly describe the proposed transaction:

Severance of surplus house and outbuildings, approx. 2.7 acres in size.

Name(s) of person(s), if known, to which land or interest in land is to be transferred, leased or charged:

Ben Van Dietsen and Sadie Padfield

If a surplus severance, provide legal description and locations of other farm holdings of owner/purchaser:

Lt 11, Con 3 ED, Colborne Ward, ACW

If creating a lot addition, identify the lands to which parcel will be added.

Municipality: _____	Ward: _____
Concession: _____	Lot Number(s): _____
Registered Plan: _____	Lot(s)/Block(s): _____
Reference Plan: _____	Part Number(s): _____
Municipal Address (911 number and street/road name): _____	Roll # (if available): _____

5. DESCRIPTION OF SUBJECT LAND

a) Description land intended to be severed:

Frontage: 103 m

Depth: 109 m

Area: 11,227 m²

Existing Use(s): Agricultural

Proposed Use(s): Agricultural small-holding

Existing Building(s) or Structure(s)
1 house, 1 shed, 1 small bank barn

b) Type of access:

(Check appropriate box)

☐ provincial highway ☒ county road☐ municipal road, maintained all year☐ municipal road, seasonally maintained☐ other means (please specify)

c) Type of water supply proposed:

(Check appropriate box)

☐ publicly owned and operated piped water system☐ privately owned and operated individual well
☐ dug ☒ drilled☐ privately owned and operated communal well☐ lake or other water body☐ other means (please specify)

d) Type of sewage disposal proposed:

(Check appropriate box)

☐ publicly owned & operated sanitary sewage system☒ privately owned & operated individual septic tank☐ privately owned & operated communal septic system☐ privy☐ other means (please specify)

a) Description land intended to be retained:

Frontage: 225.2 m

Depth: 596 m

Area: 190,607 m²

Existing Use(s): Agricultural

Proposed Use(s): Agricultural

Existing Building(s) or Structure(s)

b) Type of access:

(Check appropriate box)

☐ provincial highway ☒ county road☐ municipal road, maintained all year☐ municipal road, seasonally maintained☐ other means (please specify)

c) Type of water supply proposed:

(Check appropriate box)

☐ publicly owned and operated piped water system☐ privately owned and operated individual well
☐ dug ☐ drilled☐ privately owned and operated communal well☐ lake or other water body☐ other means (please specify)

d) Type of sewage disposal proposed:

(Check appropriate box)

☐ publicly owned & operated sanitary sewage system☐ privately owned & operated individual septic tank☐ privately owned & operated communal septic system☐ privy☐ other means (please specify)

APPLICATION FOR CONSENT

6. LAND USE

- a) What is the existing Official Plan designation of the property?
Agricultural
-
- b) What is the zoning of the property?
AG-1 Agricultural
-
- c) Are any of the following uses or features on the subject land or on adjacent land, within 500 metres of the subject land?

Please respond **Yes** or **No** to each use or feature

Use of Feature	On Subject Land	On Adjacent Land	
	Please indicate: Yes / No	Within 500 metres of the Subject Land? Please indicate(in metres): Yes / No	
An agricultural operation, including livestock facility or stockyard	No	No	
A landfill	No	No	
A sewage treatment plant or waste stabilization plant	No	No	
A provincially significant wetland (Class 1, 2 or 3 wetland)	No	No	
Flood plain	No	No	
A rehabilitated mine site	No	No	
A non-operating mine site within 1 km of the subject land	No	No	
An active mine site	No	No	
An industrial or commercial use (specify the use[s])	No	No	
A former industrial or commercial use	No	No	
An active railway line	No	No	
A municipal airport	No	No	
An underground storage tank or buried waste	No	No	
A current Environmental Site Assessment for the site or has one been prepared within the last 5 years. If Yes, please submit with application.	No	No	

7. HISTORY OF THE PROPERTY

- a) Has the subject land ever been the subject of an application for approval of a plan of subdivision under Section 51 of the Planning Act or a consent under Section 53 of the Planning Act?

☐ Yes ☒ No ☐ Unknown

If Yes, and known, provide file number of the application and the decision made on the application.

File Number: _____

Decision: _____

- b) If this application is a re-submission of a previous consent application, describe how it has been changed from the original application.

- c) Is the subject land reserved for either manure applications under the Nutrient Management Plan or manure agreement submitted to the municipality? ☐ Yes ☒ No

8. PROVINCIAL POLICY

- a) Is the application consistent with the Provincial Policy Statement issued under Section 3 (1) of the Planning Act? ☒ Yes ☐ No ☐ Unknown

9. NATURAL HERITAGE

- a) Does this application need to be reviewed by the Huron County Biologist for comments on Natural Heritage matters? (based on direction from Planner.)

☐ Yes (submit a fee of \$212.00 made payable to: Treasurer, County of Huron) ☒ No

10. SEPTIC SYSTEM REVIEW

Please answer **Section A** OR **Section B**, depending on the type of servicing available.

Section A – Where **SANITARY SEWERS** are available:

Is the property within 183 meters (600 feet) of an abattoir? (slaughter house)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
--------------------------------------------------------------------------------	---------------------------------------------------------------------

Section B – Where **SEPTIC SYSTEMS** are available:

The application is for the creation of a new lot for which the primary use will be a new dwelling (other than a new dwelling on a farm).	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
The severed parcel contains a residence or other building(s) serviced by an on-site sewage system?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If you answered Yes : is the on-site sewage system older than 5 years of age?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If you answered Yes : has the on-site sewage system been inspected by a licensed contractor within the past 3 years?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If you answered Yes : you are required to provide a certificate of inspection with your application. If you answered No : you will be required to have an inspection carried out and provide a certificate of inspection as a condition of consent (severance) approval.	
Is the property <u>less than</u> .4 hectares (1 acre) in area?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Does the property have <u>less than</u> .2 hectares (1/2 acre) of “useable land”* for septic tank and tile bed? See definition of “usable land” below	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

APPLICATION FOR CONSENT

- * "Usable Land" means an area of land with suitable original soil for the installation of a Class 4 subsurface sewage disposal system, free of any buildings, structures, swimming pools, etc. and such land is or will be used solely for a septic tank and tile bed and any future replacement of the tile bed, and which area is at least 3 metres (10 feet) from any property line, at least 15 metres (50 feet) from any drilled well, at least 30 metres (100 feet) from any dug well, at least 15 metres (50 feet) from any top-of-bank of a watercourse or lake, not located in a flood plain, not located in an environmentally sensitive area, and does not contain field tile other artificial drainage. (Other restriction may apply according to legislation).

Note: Consult with your Municipal Planner to confirm if the application requires comments for a septic system review and to confirm if there is an applicable fee to be submitted with the application (all fees for septic system review will be payable to the Municipality)

11. SKETCH CHECKLIST

The application shall be accompanied by a clean, legible sketch showing the following information. Failure to supply this information will result in a delay in processing the application.

Please do not use pencils for completing sketch as they do not copy well.

Please check the boxes indicating that your sketch provides the following information:

- ☐ boundaries and dimensions of the land that is to be severed and the part that is to be retained;
- ☐ boundaries and dimensions of any land owned by the owner of the subject land that abuts the severed and retained land;
- ☐ distance between the subject land and the nearest township lot line and/or landmark, such as a railway crossing or bridge;
- ☐ location of all land previously severed from the parcel;
- ☐ location of all wells, including abandoned wells, on neighbouring properties within 30m of lot lines of both the severed and retained lands subject to this consent application;
- ☐ location of all natural and artificial features in the subject land and adjacent lands such as railways, roads, watercourses, drainage ditches, field drains, river or stream banks, wetlands, wooded areas and the location and nature of any easement affecting the subject land;
- ☐ location of all buildings, wells, abandoned wells and all components of a sewage system (i.e. septic tanks and weeping beds) on the severed and retained lands, and the distance of each to the proposed new lot line;
- ☐ existing uses on adjacent land such as residential, agricultural and commercial uses;
- ☐ location of beach access - if the property is a recreational property, adjacent to or in proximity to the waterfront;
- ☐ location and nature of any easements affecting the property;
- ☐ whether sewage disposal will be provided by a publicly owned and operated sanitary sewage system, a privately owned and operated individual or communal septic system, a privy or other means.

NOTED FOR THE RECORD
11/11/2021
11/11/2021
11/11/2021
11/11/2021

12. APPLICANT'S/OWNER'S DECLARATION

(This must be completed by the **Person Filing the Application** for the proposed development site.)

Ben Van Dieten
I _____ of the
(Name of Applicant)

Municipality of Huron East
(Name of Town, Municipality, etc.)

County of Huron
In the Region/County/District _____ solemnly declare that all of the statements contained in this application and supporting documentation are true and complete, and I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath, and by virtue of the "Canada Evidence Act." I hereby acknowledge and accept the requirements and costs referred to the in Notes listed.

NOTES:

Please be advised the responsibility for filing a complete application rests solely with the owner/applicant. Anything not requested or applied for in this application and subsequently found to be necessary (which may require another application(s) and fee(s)) are the sole responsibility of the owner/applicant. The County/Municipality will address only the application as applied for, and any items that are not included in the application are not the responsibility of the County/Municipality.

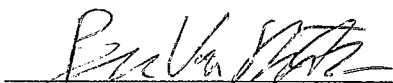
All studies required to support this application shall be at the expense of the applicant and included at the time of submission as a complete application. Where the County/Municipality incurs costs for the peer review of any consultants' reports or fees for legal opinions, the County/Municipality will be reimbursed such costs by the applicant.

In the event of third-party appeals to applications approved by the County/Municipality, the applicant may be responsible for some or all of the legal and other costs incurred by the County/Municipality, at the discretion of the County/Municipality.

DECLARED before me at:

Region/County/District Huron

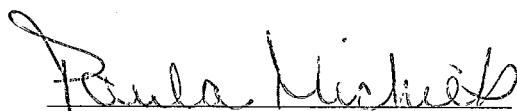
In the Municipality of Huron East


Signature

This 27th day of September, 2021
(Day) (Month) (Year)

Ben Van Dieten

Please Print Name of Applicant


Commissioner of Oaths
PAULA MICHIELS, CPA, CGA
a Commissioner, etc.,
County of Huron, while Deputy Clerk
for the Municipality of Huron East

APPLICATION FOR CONSENT

13. OWNER/APPLICANT'S CONSENT DECLARATION

In accordance with the provisions of the Planning Act, it is the policy of the County Planning Department to provide the public access to all development applications and supporting documentation.

In submitting this development application and supporting documentation,

John Moore ^{FOR}
MOOREHILL FARM INC. the owner/the authorized applicant, hereby acknowledge the above-noted policy and provide my consent, in accordance with the provisions of the Municipal Freedom of Information and Protection of Privacy Act, that the information on this application and any supporting documentation provided by myself, my agents, consultants and solicitors, will be part of the public record and will also be available to the general public.

I hereby authorize the County of Huron staff, municipal staff and council members of the decision making authority to have access to the subject site for purposes of evaluation of the subject application.

If the application is deemed incomplete, the applicant has 60 days to provide the necessary information. After 60 days has lapsed, the application and fee will be mailed back to the applicant.


Signature

SEPT 30/01
Date

JOHN MOORE
Print Name

PRESIDENT
Title

Where the owner is a firm or corporation, the person signing this section shall complete one or more of the following (please check):

☒ I have the authority to bind the corporation.

☐ Affixed is the corporate seal.

14. AUTHORIZATIONS

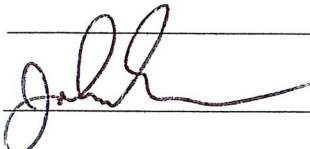
If the applicant is not the owner of the land that is the subject of this application, the written authorization of the owner that the applicant is authorized to make the application must be included with this form or the authorization set out below must be completed.

Authorization of Owner for Agent to Make the Application

John Moore *FOR*

I, MOOREHEAD FARM INC., am the owner of the land that is the subject of this application for a consent and for the purposes of the Freedom of Information and Protection of Privacy Act, I authorize

Ben Van Dieten

 to make this application on my behalf.

Signature

SEPT. 30/21

Date

If the applicant is not the owner of the land that is the subject of this application, complete the authorization of the owner concerning personal information set out below.

APPLICATION FOR CONSENT

Authorization of Owner for Agent to Provide Personal Information

John Moore FOR
I, MOORENILL FARM INC., am the owner of the land that is the subject of this application consent and, for the purposes of the **Freedom of Information and Protection of Privacy Act**, I authorize Ben Van Dieten

_____, as my agent for this application to provide any of my personal information that will be included in his application or collected during the process of the application..


Signature

SEPT 30/21.
Date

JOHN MOORE HAS AUTHORITY TO SIGN
Print Name

FOR MOORENILL FARM INC.

PRESIDENT
Title

Note: Where the owner is a firm or corporation, the person signing this section shall state that he/she has authority to bind the corporation or affix the corporate seal.

September 30, 2021

To Whom it May Concern,

Re: 83891 Lucknow Line land-use Declaration

The proposed severed property at 83891 Lucknow Line, in addition to barn and shed structures, will not be used for intensive livestock/agricultural purposes and will be used in accordance with proposed rezoned AG4 zoning provisions.

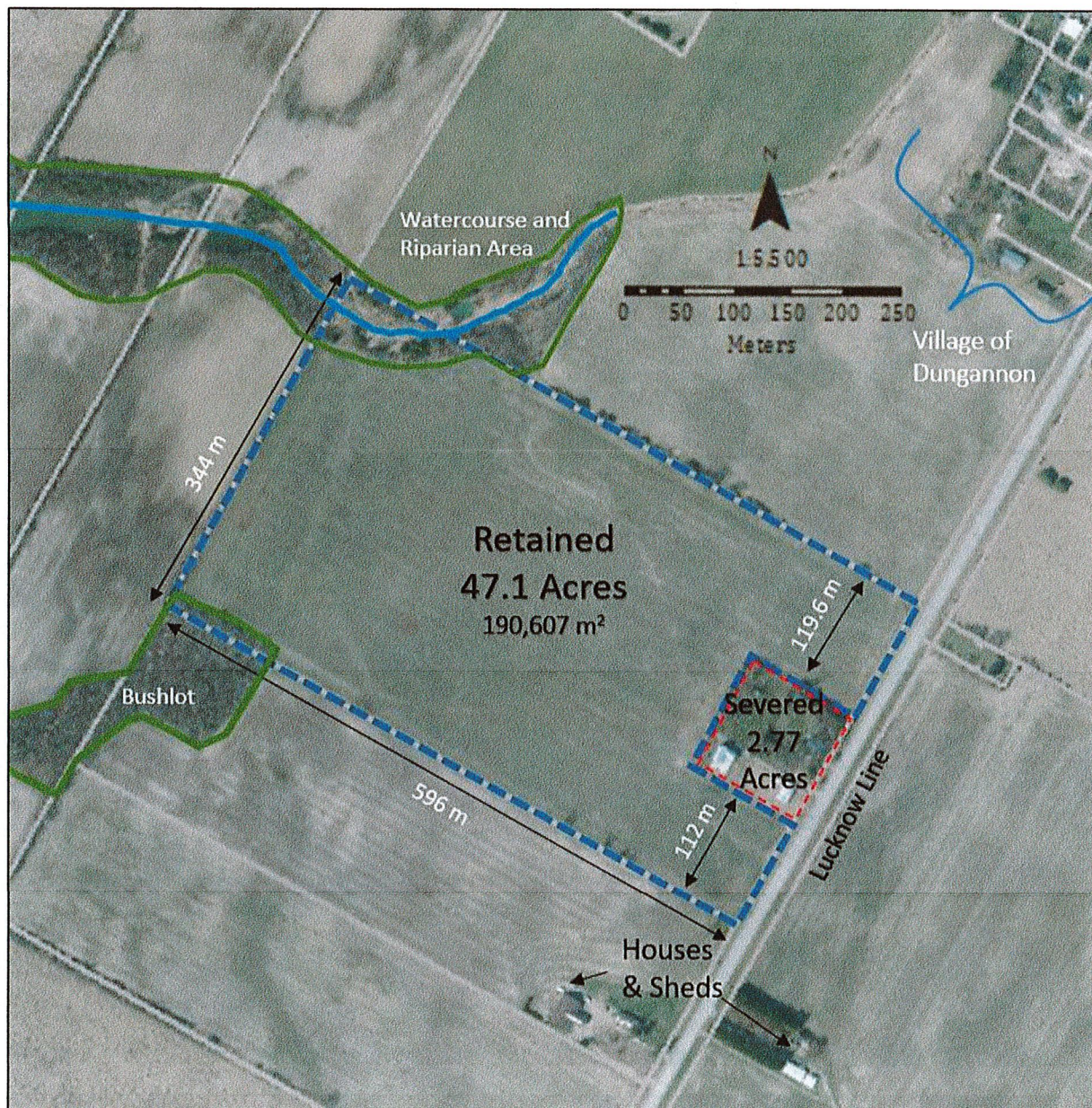
Regards,

A handwritten signature in black ink, appearing to read "Ben Van Dieten", written in a cursive style.

Ben Van Dieten

Lot 12, Concession 4 ED, Ashfield Ward, Township of ACW, County of Huron; 83891 Lucknow Line

Site Plan No. 1: Lot Description and Surrounding Land-use





PLANNING & DEVELOPMENT

5.3

57 Napier Street, Goderich, Ontario N7A 1W2 CANADA

Phone: 519.524.8394 Ext. 3 Fax: 519.524.5677 Toll Free: 1.888.524.8394

Ext. 3

www.huroncounty.ca

Consent Application Report – File C96/21 To Ashfield-Colborne-Wawanosh Council

Owners/Applicants: Angela Sproul	Date: October 26/21
Property Address: 38 Joseph Street, Dungannon	
Property Description: Plan 227 Lots 25 and 25 (Ashfield), Ashfield-Colborne-Wawanosh	

Recommendation: That provisional consent be:

- ☒ granted with conditions (attached)
- ☐ deferred
- ☐ denied (referred to the County Council Day 1 for a decision)

Purpose:

- ☐ enlarge abutting lot
- ☒ create new lot
- ☐ surplus farm dwelling
- ☐ right-of-way / easement
- ☐ other:

	Area	Official Plan Designation:	Zoning:	Structures:
Severed	1040 square metres	Village/Hamlet	'Village/Hamlet Residential – Low Density (VR1)'	Vacant
Retained	2091 square metres	Village/Hamlet	'Village/Hamlet Residential – Low Density (VR1)'	Residence

Review: This application:

- ☒ Is consistent with the Provincial Policy Statement (s. 3(5) Planning Act);
 - ☒ Does not require a plan of subdivision for the proper and orderly development of the municipality (s.53(1) Planning Act);
 - ☒ Conforms with section 51(24) of the Planning Act;
 - ☒ Conforms with the Huron County Official Plan;
 - ☒ Conforms with the Ashfield-Colborne-Wawanosh Official Plan;
 - ☐ Complies with the Ashfield-Colborne-Wawanosh Zoning By-law (or will comply subject to a standard condition of rezoning or minor variance);
 - ☐ Has been recommended for approval by the local municipality; and
 - ☒ Has no unresolved objections/concerns raised (to date) from agencies or the public.
- (Applications that do not meet all of the foregoing criteria will be referred to the County Council Day 1 for a decision)

Agency / Other Comments:

	Not Received	No Concerns	Concerns	See Conditions / Comment
Neighbours	✓			
ACW Staff		✓		

Figure 1: Aerial Photo of Subject Property (retained outlined in red, severed outlined in yellow)



Figure 2: Image of Severed Parcel



Figure 3: Image of Retained Parcel



Additional Comments:

This consent application was submitted for the purpose of creating a new lot through infill. The subject property is located in Dungannon. It contains two previously separate lots that were subsequently merged on title in recent years. The applicant is seeking to re-create the two formerly separate lots as per their previous dimensions.

The total area of the subject property is 3131 square metres. It is designated Village/Hamlet in the ACW Official Plan and is zoned 'Village/Hamlet Residential – Low Density (VR1)'. The proposed severed lot is 1040 square metres, and is presently

vacant. The proposed retained lot is 2091 square metres, and contains an existing residence.

The severed parcel is undersized. It does not meet the VR1 zone minimum lot size of 1850 square metres. However, given that Dungannon is serviced by municipal water, the decreased lot size does not pose any major servicing concerns. Many lots within the surrounding area are of a similar size and character. In addition, the existing residence is 0.25 metres short of the minimum 1.5 metre interior side yard setback to the newly proposed shared lot line. Staff do not have any objections based on these deficiencies, but do recommend that, as a condition of approval, the applicant address the deficiencies through either minor variances or a zoning by-law amendment.

At the time of writing, no public comments have been received. ACW staff have no concerns. The ACW Official Plan is supportive of lot creation through infill within designated settlement areas. It is recommended that this application be approved, subject to the recommended conditions.

Recommended Conditions

Expiry Period

1. Conditions imposed must be met within one year of the date of notice of decision, as required by Section 53(41) of the Planning Act, RSO 1990, as amended. If conditions are not fulfilled as prescribed within one year, the application shall be deemed to be refused. Provided the conditions are fulfilled within one year, the application is valid for two years from the date of the notice of decision.

Municipal Requirements

2. All municipal requirements be met to the satisfaction of the Township including servicing connections if required, cash-in-lieu of park dedication, property maintenance, compliance with zoning by-law provisions for structures, compliance with Section 65 of the Drainage Act and any related requirements, financial or otherwise.
3. The property be split for the purposes of the future maintenance of the Dungannon Municipal Drain, as per Section 65 of the Drainage Act.
3. The sum of \$250.00 to be paid to the Township as cash-in-lieu of parkland.
6. A septic inspection for the retained parcel be obtained to the satisfaction of the Township.

Survey / Reference Plan

7. Provide to the satisfaction of the County and the Township:
 - a) a survey showing the lot lines of the severed parcel and the location of any buildings thereon, and
 - b) a reference plan based on the approved survey.

Zoning

8. A rezoning or minor variance application be approved to recognize a reduction in minimum interior side yard setback for the retained parcel.

9. A rezoning application be approved to recognize a reduction in minimum lot area for the severed parcel.

Sincerely,



Celina Whaling-Rae
Planner



PLANNING & DEVELOPMENT

57 Napier Street, Goderich, Ontario N7A 1W2 CANADA

Phone: 519.524.8394 Ext. 3 Fax: 519.524.5677 Toll Free: 1.888.524.8394 Ext. 3

www.huroncounty.ca

NOTICE OF AN APPLICATION FOR CONSENT FOR SEVERANCE

DATE: October 8, 2021

File #96-2021

TO:

- ☐ Owner/Applicant: Angela Sproul
- ☐ Florence Witherspoon, Clerk-Township of Ashfield-Colborne-Wawanosh
- ☐ Sarah Louise McGregor, Building Administrative Assistant-Township of Ashfield-Colborne-Wawanosh
- ☐ Brett Pollock, CBO-Township of Ashfield-Colborne-Wawanosh
- ☐ Celina Whaling-Rae, Planner, Huron County Planning Department

Enclosed is a copy of an application for Consent for your review and comments to the Huron County Planning & Development Department.

LOCATION OF PROPERTY

Township: Ashfield-Colborne-Wawanosh
Lot: Lots 23, 24 & 25, Plan 227, Ashfield Ward
Address: 38 Joseph Street
Owner/Applicant: Angela Sproul

PURPOSE AND EFFECT

The purpose and effect of this application is for the creation of a new lot. The proposed vacant land to be severed is approximately 1040 m². The land to be retained is approximately 2091 m² consisting a house.

LAST DAY FOR RECEIVING COMMENTS

We would appreciate your comments by **October 22, 2021** as to whether or not your department or agency has any comments to this severance and whether or not any conditions should be imposed. All comments should be addressed to the Attention of Lisa Finch, Land Division Administrator at the following by e-mail address lfinch@huroncounty.ca or by regular mail to the address above and to the Attention of Lisa Finch, Land Division Administrator. We will assume you have no objections to the application if no comments are received by the time specified. If this does not provide you with sufficient opportunity to consider the application, please advise.

DECISION AND APPEAL

If you wish to be notified of the decision in respect to the proposed consent, you must make a written request to the Huron County Planning & Development Department c/o Ms. Lisa Finch,

Land Division Administrator, Huron County Consent Granting Authority at 57 Napier Street, 2nd Floor, Goderich, Ontario, N7A 1W2.

If a person or public body, that files an appeal of a decision in respect of the proposed consent, does not make written submission to the Huron County Planning Department before it gives or refuses to give a provisional consent, then the Ontario Land Tribunal (OLT) may dismiss the appeal.

ADDITIONAL INFORMATION

Further information regarding this application will be available to the public for inspection by electronic means or via mail request to:

**Huron County Planning & Development Department
57 Napier Street, 2nd Floor, Goderich, Ontario N7A 1W2
Attention: Lisa Finch, Land Division Administrator**



For office use only	File # <u>C96-2021</u>
Submitted <u>OCT 4</u>	20 <u>21</u>
Received <u>OCT 5</u>	20 <u>21</u>

APPLICATION FOR CONSENT

HURON COUNTY HEALTH & PLANNING COMMITTEE

1. APPLICATION INFORMATION

Name of Applicant <u>Angela Sproul</u>	Name of Owner <input checked="" type="checkbox"/> Check if same as Applicant
Telephone Numbers Home <u>519-529-7503</u> Work <u>519-524-7441</u> Fax _____ Cell <u>519-440-7955</u> Email <u>angsproul@hotmail.com</u> Address <u>38 Joseph St. Duncannon</u> Postal Code <u>NOM 1R0</u>	Telephone Numbers Home _____ Work _____ Fax _____ Cell _____ Email _____ Address _____ Postal Code _____

Please specify to whom all communication should be sent:
(Please check one only)

Applicant ☐
Owner ☐

2. LOCATION OF THE PROPERTY (Complete applicable lines)

Municipality: <u>Ashfield</u>	Ward: <u>23</u>
Concession: _____	Lot Number(s): <u>23</u>
Registered Plan: _____	Lot(s) Block(s): _____
Reference Plan: _____	Part Number(s): _____
Name of Street/Road: <u>Joseph</u>	Street Number: _____
911 Municipal number and address: _____	

Are there any right-of-way easements or restrictive covenants affecting the severed or retained land? Yes ☐ No ☐
If Yes, describe the location of the right-of-way or easement or covenant and its effect:

3. PURPOSE OF THE APPLICATION

Type of proposed transaction: (Check appropriate box)

Transfer: <input checked="" type="checkbox"/> creation of a new lot <input type="checkbox"/> addition to a lot <input type="checkbox"/> an easement <input type="checkbox"/> other purpose (please specify) _____	Other: <input type="checkbox"/> charge <input type="checkbox"/> lease <input type="checkbox"/> correction of title
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------

Briefly, describe the proposed transaction.

Separate two former lots that were previously merged.

Name(s) of person(s), if known, to which land or interest in land is to be transferred, leased or charged:

If a lot addition, identify the lands to which the parcel will be added.

Municipality: _____
Concession: _____
Registered Plan: _____
Reference Plan: _____
Name of Street/Road: _____

Ward: _____
Lot Number(s): _____
Lot(s) Block(s): _____
Part Number(s): _____
Street Number: _____

4. DESCRIPTION OF SUBJECT LAND

Description land intended to be severed:

a) Frontage: 20m
Depth: 51m
Area: 1040 sq m
Existing Use(s) Residential
Proposed Use(s) " "
Existing Building(s) or Structure(s) None

Proposed Building(s) or Structures _____

b) Type of access: (check appropriate space)

- ☐ provincial highway
☐ county road
☒ municipal road, maintained all year
☐ municipal road, seasonally maintained
☐ other

c) Type of water supply proposed:

(check appropriate space)

- ☒ publicly owned and operated piped water system
☐ privately owned and operated individual well
☐ dug ☐ drilled
☐ privately owned and operated commercial well
☐ lake or other water body
☐ other means (please specify) _____

Description of land intended to be retained:

a) Frontage: 40m
Depth: 51m
Area: 2091 sq m
Existing Use(s) Residential
Proposed Use(s) " "
Existing Building(s) or Structure(s) House

Proposed Building(s) or Structures _____

b) Type of access: (check appropriate space)

- ☐ provincial highway
☐ county road
☒ municipal road, maintained all year
☐ municipal road, seasonally maintained
☐ other

c) Type of water supply proposed:

(check appropriate space)

- ☒ publicly owned and operated piped water system
☐ privately owned and operated individual well
☐ dug ☐ drilled
☐ privately owned and operated commercial well
☐ lake or other water body
☐ other means (please specify) _____

d) Type of sewage disposal proposed:

(check appropriate space)

- ☐ publicly owned & operated sanitary sewage system
- ☐ privately owned & operated individual septic tank
- ☐ privately owned & operated communal septic system
- ☐ privy
- ☐ other means (please specify) _____

d) Type of sewage disposal proposed:

(check appropriate space)

- ☐ publicly owned & operated sanitary sewage system
- ☒ privately owned & operated individual septic tank
- ☐ privately owned & operated communal septic system
- ☐ privy
- ☐ other means (please specify) _____

5. LAND USE

- a) What is the existing Official Plan designation of the property? Village / Hamlet
- b) What is the zoning of the property? NR1
- c) Are any of the following uses or features on the subject land or within 500 metres of the subject land?
Please respond "yes" or "no" to each use or feature.

Use or Feature	On the Subject Land (yes or no)	With 500m of subject land, unless otherwise specified (indicate approximate distance) (yes or no)
An agricultural operation, including livestock facility or stockyard	No	No
A landfill	No	No
A sewage treatment plant or waste stabilization plant	No	No
A provincially significant wetland (Class 1, 2 or 3 wetland)	No	No
A provincially significant wetland within 120m of the subject lands	N/A	No
Flood plain	No	No
A rehabilitated mine site	No	No
A non-operating mine site within 1 km of the subject land	No	No
An active mine site	No	No
An industrial or commercial use (specify the use(s))	No	No
A former industrial or commercial use	No	No
An active railway line	No	No
A municipal airport	No	No
An underground storage tank or buried waste	No	No
A current Environmental Site Assessment for the site or has one been prepared within the last 5 years. If yes, please submit with application.	No	No

6. HISTORY OF PROPERTY

- a) Has the subject land ever been the subject of an application for approval of a plan of subdivision under Section 51 of the Planning Act or a consent under Section 53 of the Planning Act? Yes ☐ No ☒ Unknown ☐

If Yes, and known, provide file number of the application and the decision made on the application.

File Number: _____

Decision: _____

- b) If this application is a re-submission of a previous consent application, describe how it has been changed from the original application.

- c) Is the subject land reserved for manure applications under the nutrient management plan or manure agreement that was submitted to the municipality? Yes ☐ No ☒
- d) Has the subject land ever been the subject of an application for approval of a plan of subdivision or consent under the Planning Act? Yes ☐ No ☒ Unknown ☐

If **Yes**, provide for each severed, the date of transfer, the name of the transferred and the land use.

7. **PROVINCIAL POLICY:** Is the application consistent with the provincial policy statement issued under Section 3 (1) of the Planning Act? Yes ☒ No ☐ Unknown ☐

8. HEALTH UNIT REVIEW

Please answer Section A **OR** Section B, depending on the type of servicing available.

Section A – Where **SANITARY SEWERS** are available.

Is the property within 183 metres (600 feet) of an abattoir? (slaughter house)	Yes [<input type="checkbox"/>]	No [<input type="checkbox"/>]
--------------------------------------------------------------------------------	----------------------------------	---------------------------------

Section B – Where **SEPTIC SYSTEMS** are available.

The application is for the creation of a new lot for which the primary use will be a new dwelling (other than a new dwelling on a farm).	Yes [<input checked="" type="checkbox"/>]	No [<input type="checkbox"/>]
Does the severed parcel contain an existing residence or other building serviced by a septic system?	Yes [<input type="checkbox"/>]	No [<input checked="" type="checkbox"/>]
Is the property <u>less than</u> .4 hectares (1 acre) in area?	Yes [<input checked="" type="checkbox"/>]	No [<input type="checkbox"/>]
Does the property have less than .2 hectares (1/2 acre) of “useable land”* for a septic tank and tile bed? See definition of “useable land” below.	Yes [<input checked="" type="checkbox"/>]	No [<input type="checkbox"/>]
I am uncertain of the location of the existing septic tank and tile bed on the property.	Yes [<input type="checkbox"/>]	No [<input checked="" type="checkbox"/>]
There will be <u>more than</u> one dwelling unit on each lot.	Yes [<input type="checkbox"/>]	No [<input checked="" type="checkbox"/>]
An industrial or commercial use is proposed which will require a septic system.	Yes [<input type="checkbox"/>]	No [<input checked="" type="checkbox"/>]
Is the property within 183 metres (600 feet) of an abattoir (slaughter house)?	Yes [<input type="checkbox"/>]	No [<input checked="" type="checkbox"/>]
The application is for a new Plan of Subdivision.	Yes [<input type="checkbox"/>]	No [<input checked="" type="checkbox"/>]

- * “Usable Land” means an area of land with suitable original soil for the installation of a Class 4 subsurface sewage disposal system, free of any buildings, structures, swimming pools, etc. and such land is or will be used solely for a septic tank and tile bed and any future replacement of the tile bed, and which area is at least 3 metres (10 feet) from any property line, at least 15 metres (50 feet) from any drilled well, at least 30 metres (100 feet) from any dug well, at least 15 metres (50 feet) from any top-of-bank of a watercourse or lake, not located in a flood plain, not located in an environmentally sensitive area, and does not contain field tile or other artificial drainage. (Other restriction may apply according to legislation).

Note: Regardless of the results from Section A or B, some applications may require comments from the Health Unit as identified through the planning process. In these cases, the relevant fee shall apply.

9. SKETCH CHECKLIST

The application shall be accompanied by a clean, legible sketch showing the following information. Failure to supply this information will result in a delay in processing the application.

Please check the boxes indicating that your sketch provides the following information:

- ☐ boundaries and dimensions of the land that is to be severed and the part that is to be retained;
- ☐ boundaries and dimensions of any land owned by the owner of the subject land that abuts the severed and retained land;
- ☐ distance between the subject land and the nearest township lot line and/or landmark, such as a railway crossing or bridge;
- ☐ location of all land previously severed from the parcel;
- ☐ location of all wells, including abandoned wells, on neighbouring properties within 30m of lot lines of both the severed and retained lands subject to this consent application
- ☐ location of all natural and artificial features in the subject land and adjacent lands such as railways, roads, watercourses, drainage ditches, field drains, river or stream banks, wetlands, wooded areas and the location and nature of any easement affecting the subject land;
- ☐ location of all buildings, all wells, including abandoned wells and all components of a sewage system (i.e. septic tanks and weeping beds, communal sewage systems) on the severed and retained lands, and the distance of each to the proposed new lot line;
- ☐ location of all buildings, wells, abandoned wells and all components of a sewage system (i.e. septic tanks and weeping beds) on the severed and retained lands, and the distance of each to the proposed new lot line;
- ☐ existing uses on adjacent land such as residential, agricultural and commercial uses;
- ☐ location of beach access - if the property is a recreational property, adjacent to or in proximity to the waterfront;
- ☐ location and nature of any easements affecting the property.
- ☐ whether sewage disposal will be provided by a publicly owned and operated sanitary sewage system, a privately owned and operated individual or communal septic system, a privy or other means.

10. APPLICANT'S/OWNER'S DECLARATION

(This must be completed by the Person Filing the Application for the proposed development site.)

I, Angela Sproul of the ACW
(Name of Applicant) (Name of Town, Township, etc.)

In the Region/County/District Huron solemnly declare that all of the statements contained in this application and supporting documentation are true and complete, and I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath, and by virtue of the "Canada Evidence Act." I hereby acknowledge and accept the requirements and costs referred to on the Notes to Applicant/Owner/Agent on Page 1 of this application.

DECLARED before me at:
Region/County/District Huron

In the Municipality of AAW,

This 27th day of Sept, 202
(Day) (Month) (Year)

Angela Sproul
Signature

[Signature]
Commissioner of Oaths

Angela Sproul
Please **Print** name of Applicant

Florence Witherspoon, Clerk
Township of
Ashfield-Colborne-Wawanosh
Commissioner for taking Oaths etc.

11. OWNER/APPLICANT'S CONSENT DECLARATION

In accordance with the provisions of the Planning Act, it is the policy of the County Planning Department to provide the public access to all development applications and supporting documentation.

In submitting this development application and supporting documentation, I _____ the owner/the authorized applicant, hereby acknowledge the above-noted policy and provide my consent, in accordance with the provisions of the Municipal Freedom of Information and Protection of Privacy Act, that the information on this application and any supporting documentation provided by myself, my agents, consultants and solicitors, will be part of the public record and will also be available to the general public.

I hereby authorize the County of Huron staff, Municipal staff and council members of the decision making authority to access to the subject site for purposes of evaluation of the subject application.

Angela Spraul
Signature

Sept. 27, 2021
Date

12. AUTHORIZATIONS

If the applicant is not the owner of the land that is the subject of this application, the written authorization of the owner that the applicant is authorized to make the application must be included with this form or the authorization set out below must be completed.

Authorization of Owner for Agent to Make the Application

I, _____, am the owner of the land that is the subject of this application for a consent and, for the purposes of the *Freedom of Information and Protection of Privacy Act*, I authorize _____, to make this application on my behalf.

Date

Signature of Owner

If the applicant is not the owner of the land that is the subject of this application, complete the authorization of the owner concerning personal information set out below.

Authorization of Owner for Agent To Provide Personal Information

I, _____, am the owner of the land that is the subject of this application for a consent and, for the purposes of the *Freedom of Information and Protection of Privacy Act*, I authorize _____, as my agent for this application to provide any of my personal information that will be included in this application or collected during the process of the application.

Date

Signature of Owner

13. FEES

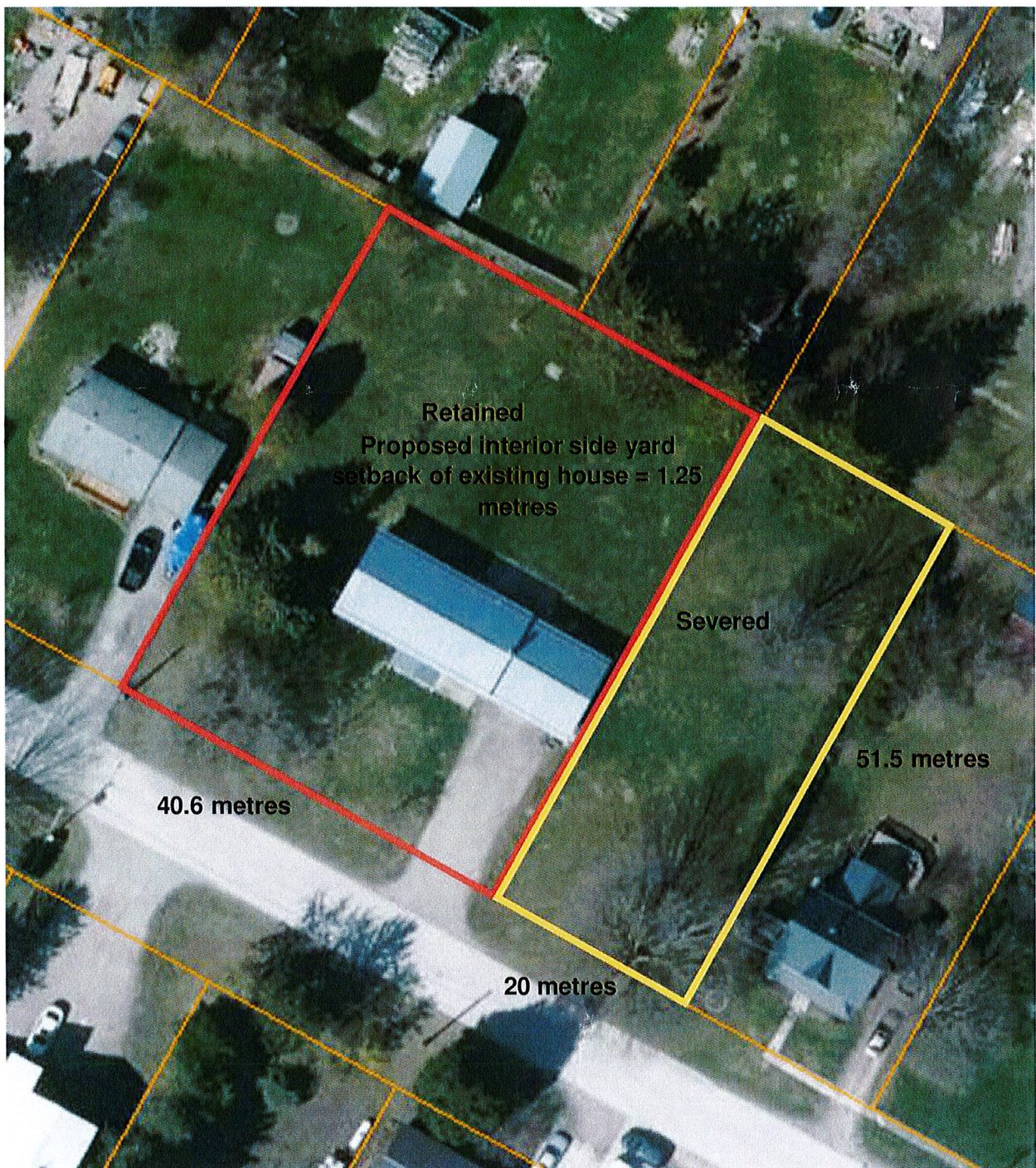
Consent Application: \$1,600.00

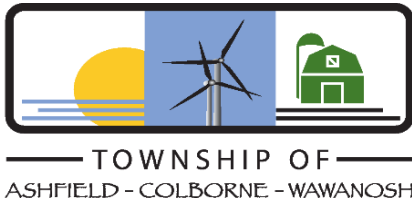
\$2200

County of Huron

If the answer to any question in Section 8 is "Yes" the Health Unit comments will be required and a fee must be submitted with your application: Cheque should be made payable to County of Huron.

Health Unit Review Fee:	\$ _____
Severance resulting in 2 lots or fewer:	\$230.00
Severance resulting in 3 lots or more:	\$437.00
Total Paid	\$ _____





COUNCIL REPORT

From: Mark Becker, CAO
 Date: October 20, 2021
 Subject: Annual Adjustment – 2022 Pay Grids

RECOMMENDATION:

This report is submitted for your information purposes.

BACKGROUND:

According to our Pay Administration Policy:

"In October each year, the Council will commit to a percentage change to be applied to the pay grid schedule of the current year to create the pay grid schedule for the next calendar year. This percentage change is commonly known as a "cross board increase".

"The CAO/Deputy-Clerk will present to Council a report stating the percent to be used. This percentage will be based on a formula defined as follows:"

"The average rate of inflation as measured by the Statistics Canada Ontario Consumer Price Index for the year ended September. The average rate will be calculated by using the individual indices for the previous 12 month and dividing by 12."

COMMENT:

According to Statistics Canada Web Site the **"Annual Adjustment" is 4.4 %**. This percentage will be applied to all pay grids **effective January 1, 2022**. Please see the attached for the fact sheet, which was obtained off the Stats Canada Web Site.

OTHERS CONSULTED:

Statistics Canada Website

Respectfully submitted,

Mark Becker, CAO



Statistics
Canada

Statistique
Canada

[Home](#) > [The Daily](#)

Table 2

Consumer Price Index for the provinces and for Whitehorse, Yellowknife and Iqaluit – Not seasonally adjusted

[◀ Back to main article](#)

[CSV \(1 KB\)](#)

Select columns

	Relative importance 1 ' 2	September 2020	August 2021	September 2021	August to September 2021	September 2020 to September 2021
	%	(2002=100)	(2002=100)	(2002=100)	% change	% change
Canada	100.00	136.9	142.6	142.9	0.2	4.4
Newfoundland and Labrador	1.32	139.4	145.8	145.6	-0.1	4.4
Prince Edward Island	0.36	138.2	147.0	146.9	-0.1	6.3
Nova Scotia	2.35	137.5	144.5	144.6	0.1	5.2
New Brunswick	1.90	136.3	143.0	143.3	0.2	5.1
Quebec	20.90	132.5	138.7	139.2	0.4	5.1
Ontario	40.59	138.3	144.1	144.4	0.2	4.4
Manitoba	3.21	137.2	143.2	143.6	0.3	4.7
Saskatchewan	2.92	140.8	144.9	145.4	0.3	3.3
Alberta	11.55	145.0	151.0	150.8	-0.1	4.0
British Columbia	14.73	132.5	137.0	137.2	0.1	3.5
Whitehorse	0.07	133.9	140.3	140.5	0.1	4.9
Yellowknife	0.08	137.1	143.1	143.7	0.4	4.8
Iqaluit (Dec. 2002=100)	0.03	130.3	133.9	133.7	-0.1	2.6



THE CORPORATION OF THE TOWNSHIP OF
ASHFIELD-COLBORNE-WAWANOSH

BY-LAW NUMBER 72-2021

BEING A BY-LAW to establish remuneration rates for members of Council of the Corporation of the Township of Ashfield-Colborne-Wawanosh

WHEREAS the Council of the Corporation of the Township of Ashfield-Colborne-Wawanosh deems it expedient to establish rates of pay for members of Council;

NOW THEREFORE the Council of the Corporation of the Township of Ashfield-Colborne-Wawanosh enacts as follows:

1. The Mayor of the Corporation of the Township of Ashfield-Colborne-Wawanosh shall receive an annual stipend of \$11,410.00.
2. The Deputy Mayor of the Corporation of the Township of Ashfield-Colborne-Wawanosh shall receive an annual stipend of \$ 8,044.00.
3. The Councillors of the Corporation of the Township of Ashfield-Colborne-Wawanosh shall receive an annual stipend of \$ 7,372.00.
4. In addition to any stipend, each member of Council, including the Mayor and Deputy Mayor shall receive payment in the amount of \$144.06 for each regular meeting of Council and each Committee, General Committee, Standing Committee and Special Meeting for which:
 - a. The member was in attendance and;
 - b. The member was appointed to the Committee by Council or;
 - c. The member was authorized by Council to attend;
 - d. The business of the Township is under discussion;
 - e. Information is being directly obtained on behalf of the Township;
 - f. Is called by the Mayor or by a petition of Council members.
5. Social events, such as Remembrance Day, Plaque/Presentations/Unveilings, Social Appreciation Nights, etc., are not considered meetings and are included in the stipend.
6. If any meeting referred to in Section 4 of this By-law exceeds beyond three (3) hours, the member shall receive payment of \$164.06 for that meeting.
7. Allowance for members of Council attending conventions shall be as follows:
 - a. Registration-actual amount;
 - b. Accommodation-actual amount;
 - c. Transportation by the most economical fare;
 - d. Parking;
 - e. Meal allowances for conferences are established at \$100.00 per day;
 - f. Per Diem rate of \$164.06;
 - g. Councillors may attend any conference on the approval of Council prior to registration.

8. Mileage rates shall be paid at \$0.50 per kilometre for meetings defined under Section 4, Section 5, and for travel to conferences where applicable.
9. Meal allowances for meetings are established to be \$25.00 per meal.
10. This By-law may be cited as the "Council Remuneration By-Law".
11. This By-law supersedes By-law 77-2020 and is effective January 1, 2022.

Read a first and second time this 2nd day of November 2021.

Read a third time and finally passed this 2nd day of November 2021.

Mayor, Glen McNeil

CAO/Deputy Clerk, Mark Becker



THE CORPORATION OF THE TOWNSHIP OF
ASHFIELD-COLBORNE-WAWANOSH

BY-LAW NUMBER 73-2021

BEING A BY-LAW to authorize the execution of a transfer payment agreement for the Municipal Modernization Program Intake 2 between Her Majesty the Queen in right of Ontario, as represented by the Minister of Infrastructure and the Corporation of the Township of Ashfield-Colborne-Wawanosh.

WHEREAS the Municipal Act, S.O. 2001 authorizes the municipality to enact by-laws for the purposes of entering into agreements for the purposes of the Corporation;

AND WHEREAS it is deemed expedient to authorize the execution of an Agreement with Her Majesty the Queen in right of the Province of Ontario as represented by the Minister of Municipal Affairs and Housing for the Province of Ontario for funding under the Municipal Modernization Program Intake 2 – Implementation Stream;

NOW THEREFORE the Council of the Corporation of the Township of Ashfield-Colborne-Wawanosh enacts as follows:

1. The Mayor and Clerk are hereby authorized to execute on behalf of the Corporation the agreement as attached hereto as Schedule A.
2. This by-law shall come into force and take effect immediately upon final passing thereof.

Read a first and second time this 2nd day of November 2021.

Read a third time and finally passed this 2nd day of November 2021.

Mayor, Glen McNeil

CAO/Deputy Clerk, Mark Becker

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the _____ day of _____, 20____

B E T W E E N :

**Her Majesty the Queen in right of Ontario
as represented by the Minister of Municipal Affairs and
Housing**

(the “Province”)

- and -

**The Corporation of the Township of Ashfield-Colborne-
Wawanosh
(the “Recipient”)**

CONSIDERATION

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

1.0 ENTIRE AGREEMENT

1.1 Schedules to the Agreement. The following schedules form part of the Agreement:

Schedule “A” -	General Terms and Conditions
Schedule “B” -	Project Specific Information and Additional Provisions
Schedule “C” -	Project
Schedule “D” -	Budget
Schedule “E” -	Payment Plan
Schedule “F” -	Reports.

1.2 Entire Agreement. The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule “A”, the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule “A”; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule “A”, the Additional Provisions will prevail over the provisions in Schedule “A” to the extent of the inconsistency.

3.0 COUNTERPARTS

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

4.0 AMENDING THE AGREEMENT

4.1 **Amending the Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

5.0 ACKNOWLEDGEMENT

5.1 **Acknowledgement.** The Recipient acknowledges that:

- (a) the Funds are to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
- (b) the Province is not responsible for carrying out the Project; and
- (c) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

- SIGNATURE PAGE FOLLOWS -

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

**HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO as represented by the Minister of
Municipal Affairs and Housing**

Date

Name: Steve Clark
Title: Minister

**The Corporation of the Township of Ashfield-
Colborne-Wawanosh**

November 2, 2021

Date

Name: Glen McNeil
Title: Mayor

I have authority to bind the Recipient.

November 2, 2021

Date

Name: Mark Becker
Title: CAO

I have authority to bind the Recipient.

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

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 Interpretation. For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

A1.2 Definitions. In the Agreement, the following terms will have the following meanings:

“Additional Provisions” means the terms and conditions set out in Schedule “B”.

“Agreement” means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

“Budget” means the budget attached to the Agreement as Schedule “D”.

“Business Day” means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

“Effective Date” means the date set out at the top of the Agreement.

“Event of Default” has the meaning ascribed to it in section A12.1.

“Expiry Date” means the expiry date set out in Schedule “B”.

“Funding Year” means:

- (a) in the case of the first Funding Year, the period commencing on the

Effective Date and ending on the following March 31; and

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

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

“Indemnified Parties” means Her Majesty the Queen in right of Ontario, and includes Her ministers, agents, appointees, and employees.

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

“Maximum Funds” means the maximum set out in Schedule “B”.

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

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A12.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A12.4.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding that anyone makes, brings or prosecutes as a result of or in connection with the Project or with any other part of the Agreement.

“Project” means the undertaking described in Schedule “C”.

“Records Review” means any assessment the Province conducts pursuant to section A7.4.

“Reports” means the reports described in Schedule “F”.

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A2.1 General. The Recipient represents, warrants, and covenants that:

- (a) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (b) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

A2.2 Execution of Agreement. The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement, including passing a municipal by-law authorizing the Recipient to enter into the Agreement.

A2.3 Governance. The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) procedures to enable the Recipient to manage Funds prudently and effectively;
- (b) procedures to enable the Recipient to complete the Project successfully;
- (c) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (d) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (e) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 Supporting Proof. Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

A3.0 TERM OF THE AGREEMENT

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0 or Article A12.0.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule “E”; and
- (c) deposit the Funds into an account the Recipient designates provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A4.2 **Limitation on Payment of Funds.** Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides evidence satisfactory to the Province that the Recipient’s council has authorized the execution of this Agreement by the Recipient by municipal by-law;
- (b) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (c) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project; and
- (d) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A7.2.

A4.3 **Use of Funds and Carry Out the Project.** The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;

- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget; and
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

A4.4 **Interest Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

A4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may do either or both of the following:

- (a) deduct an amount equal to the interest from any further instalments of Funds;
- (b) demand from the Recipient the payment of an amount equal to the interest.

A4.6 **Rebates, Credits, and Refunds.** The Province will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will do so through a process that promotes the best value for money.

A5.2 **Disposal.** The Recipient will not, without the Province's prior consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as provided for in Schedule "B" at the time of purchase.

A6.0 CONFLICT OF INTEREST

A6.1 **Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.2 No Conflict of Interest. The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
 - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest;
 - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province provides its consent to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 Province Includes. For the purposes of sections A7.4, A7.5 and A7.6, “**Province**” includes any auditor or representative the Province may identify.

A7.2 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address referred to in section A17.1:
 - (i) all Reports in accordance with the timelines and content requirements as provided for in Schedule “F”;
 - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time;
- (b) ensure that all Reports and other reports are:
 - (i) completed to the satisfaction of the Province; and
 - (ii) signed by an authorized signing officer of the Recipient.

A7.3 Record Maintenance. The Recipient will keep and maintain for a period of

seven years from their creation:

- (a) all financial records (including invoices and evidence of payment) relating to the Funds or otherwise to the Project in a manner consistent with either international financial reporting standards or generally accepted accounting principles or any other accounting principles that apply to the Recipient; and
- (b) all non-financial records and documents relating to the Funds or otherwise to the Project.

A7.4 Records Review. The Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours enter upon the Recipient's premises to conduct an audit or investigation of the Recipient regarding the Recipient's compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient's representations and warranties;
- (b) the progress of the Project;
- (c) the Recipient's allocation and expenditure of the Funds.

A7.5 Inspection and Removal. For the purposes of any Records Review, the Province may take one or more of the following actions:

- (a) inspect and copy any records and documents referred to in section A7.3; and
- (b) remove any copies the Province makes pursuant to section A7.5(a).

A7.6 Cooperation. To assist the Province in respect of its rights provided for in section A7.5, the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents wherever they are located;
- (b) assisting the Province to copy records and documents;
- (c) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (d) carrying out any other activities the Province requests.

A7.7 No Control of Records. No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.8 Auditor General. The Province's rights under Article A7.0 are in addition to

any rights provided to the Auditor General pursuant to section 9.2 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 Acknowledge Support. Unless the Province directs the Recipient to do otherwise, the Recipient will in each of its Project-related publications, whether written, oral, or visual:

- (a) acknowledge the support of the Province for the Project;
- (b) ensure that any acknowledgement is in a form and manner as the Province directs; and
- (c) indicate that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A9.0 INDEMNITY

A9.1 Indemnification. The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

A10.1 Recipient's Insurance. The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence, which commercial general liability insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

A10.2 Proof of Insurance. The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or
 - (ii) other proof that confirms the insurance coverage as provided for in section A10.1; and
- (b) in the event of a Proceeding, and upon the Province's request, the Recipient will provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement, or both.

A11.0 TERMINATION ON NOTICE

A11.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving 30 days' Notice to the Recipient.

A11.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
 - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

A12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A12.1 Events of Default. It will constitute an Event of Default if, in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:

- (a) carry out the Project;

- (b) use or spend Funds; or
- (c) provide, in accordance with section A7.2, Reports or such other reports as the Province may have requested pursuant to section A7.2(a)(ii).

A12.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient;
- (i) demand from the Recipient an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Record Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (j) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A12.3 Opportunity to Remedy. If, in accordance with section A12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and

- (b) the Notice Period.

A12.4 Recipient not Remediating. If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A12.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A12.2(a), (c), (d), (e), (f), (g), (h), and (i).

A12.5 When Termination Effective. Termination under Article A12.0 will take effect as provided for in the Notice.

A13.0 FUNDS AT THE END OF A FUNDING YEAR

A13.1 Funds at the End of a Funding Year. Without limiting any rights of the Province under Article A12.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

A14.0 FUNDS UPON EXPIRY

A14.1 Funds Upon Expiry. The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession, under its control, or both.

A15.0 DEBT DUE AND PAYMENT

A15.1 Payment of Overpayment. If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay to the Province an amount equal to the excess Funds.

A15.2 **Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

A15.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then current interest rate charged by the Province of Ontario on accounts receivable.

A15.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province as provided for in Schedule "B".

A15.5 **Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A16.0 NOTICE

A16.1 **Notice in Writing and Addressed.** Notice will be:

- (a) in writing;
- (b) delivered by email, postage-prepaid mail, personal delivery, courier or fax; and
- (c) addressed to the Province or the Recipient as set out in Schedule "B", or as either Party later designates to the other by Notice.

A16.2 **Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of fax, one Business Day after the Notice is delivered; and
- (c) in the case of email, personal delivery or courier on the date on which

the Notice is delivered.

A16.3 **Postal Disruption.** Despite section A16.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will give Notice by email, personal delivery, courier or fax.

A17.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A17.1 **Consent.** When the Province provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province may have attached to the consent.

A18.0 SEVERABILITY OF PROVISIONS

A18.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

A19.0 WAIVER

A19.1 **Waiver Request.** Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.

A19.2 **Waiver Applies.** If in response to a request made pursuant to section A19.1 a Party consents to a waiver, the waiver will:

- (a) be valid only if the Party that consents to the waiver provides the consent by Notice; and
- (b) apply only to the specific obligation referred to in the waiver.

A20.0 INDEPENDENT PARTIES

A20.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A21.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A21.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A21.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's successors, and permitted assigns; and
- (b) the successors to Her Majesty the Queen in right of Ontario.

A22.0 GOVERNING LAW

A22.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A23.0 FURTHER ASSURANCES

A23.1 **Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains; and
- (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A24.0 JOINT AND SEVERAL LIABILITY

A24.1 **Joint and Several Liability.** Where the Recipient comprises of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A25.0 RIGHTS AND REMEDIES CUMULATIVE

A25.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A26.1 Other Agreements. If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a “**Failure**”);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A27.0 SURVIVAL

A27.1 Survival. The following Articles and sections, and all applicable cross-referenced Articles, sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 2.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.4, A4.5, A4.6, section A5.2, section A7.1, A7.2 (to the extent that the Recipient has not provided the Reports or other reports as the Province may have requested and to the satisfaction of the Province), sections A7.3, A7.4, A7.5, A7.6, A7.7, A7.8, Article A8.0, Article A9.0, section A11.2, sections A12.1, sections A12.2(d), (e), (f), (g), (h), (i), and (j), Article A13.0, Article A14.0, Article A15.0, Article A16.0, Article A18.0, , section A21.2, Article A22.0, Article A24.0, Article A25.0 and Article A27.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE “B”
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	Up to \$68,685
Expiry Date	December 30, 2025
Amount for the purposes of section A5.2 (Disposal) of Schedule “A”	\$5,000.00
Insurance	\$ 2,000,000
Contact information for the purposes of Notice to the Province	Name: Brenda Vloet Position: Manager, Municipal Programs and Outreach Unit Address: 777 Bay Street, Toronto, Ontario M7A 2J3, 16 th Floor Email: Brenda.Vloet@ontario.ca
Contact information for the purposes of Notice to the Recipient	Name: Position: Address: Fax: Email:
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	Name: Position: Address: Fax: Email:

Additional Provisions:

- B1 **Section 4.2 of Schedule “A” is amended by adding the following subsection:**

- (e) the Province is not obligated to provide any Funds to the Recipient that exceed 75% of the incurred Project costs.

B2 Section 4.3 of Schedule "A" is amended by adding the following subsection:

- (e) not use the Funds for the purpose of paying the Recipient's regular salary costs.
- (f) not use the Funds for the purpose of purchasing land, buildings or vehicles.

**SCHEDULE “C”
PROJECT**

Project Title
Township of Ashfield-Colborne-Wawanosh Meeting Management and Website Redevelopment
Objectives
The objective of the Project is to implement a new website that integrates the tasks and processes associated with supporting the Recipient’s council and committee meetings.
Description
<p>The Recipient will redesign and rebrand its website to provide easier access to municipal services, policies, publications, and programs. The Recipient will also implement an integrated meeting management software that integrates into the Recipient’s website and includes the following features:</p> <ul style="list-style-type: none">• Assists in planning and organizing council meetings;• Assist with administrative tasks and activities associated with producing staff reports, agendas, and minutes for Council and other meetings; and• Enables live recording and webcasting.

**SCHEDULE “D”
BUDGET**

Item	Amount
Reimbursement of up to 75% of Project costs incurred between January 26, 2021 to the earlier of September 30, 2022 or the submission of the Final Report Back.	Up to \$68,685

**SCHEDULE “E”
PAYMENT PLAN**

Milestone	Scheduled Payment
<ul style="list-style-type: none">• Execution of Agreement	Initial payment of \$24,040 made to Recipient no more than thirty (30) days after the execution of the Agreement
<ul style="list-style-type: none">• Submission of First and Second Interim Report Backs	Interim payment made to the Recipient no more than thirty (30) days after the Province’s approval of the First Interim Report Back for costs incurred and submitted as part of the First Interim Report Back that exceed the initial payment.
<ul style="list-style-type: none">• Submission of Final Report Back to the Province	Final payment of up to \$44,645 less any amount paid as part of the interim payment made to the Recipient no more than thirty (30) days after the Province’s approval of the Final Report Back.

SCHEDULE “F” REPORTS

Name of Report	Reporting Due Date
1. First Interim Report Back	January 31, 2022
2. Second Interim Report Back	April 29, 2022
3. Final Report Back	September 30, 2022
4. Annual Report Back	September 29, 2023

Report Details

1. Interim Report Backs (2)

The Recipient will submit up to two (2) Interim Report Backs to the Province using the reporting template provided by the Province. If the Recipient submits the Final Report Back prior to the reporting due date for the Second Interim Report Back, the Recipient is not obligated to submit the Second Interim Report Back. The Interim Report Backs will include:

- A written description of what the Recipient has completed for the Project to date and what will be completed by the next Report Back,
- A list of actual costs to carry out the Project paid by the Recipient that have not been included as part of a previously submitted Interim Report Back, with supporting documentation, such as invoices or receipts, showing actual costs incurred.

2. Final Report Back

The Recipient will submit a Final Report Back to the Province once the Project is completed and by September 30, 2022 using the reporting template provided by the Province. The Final Report Back will include:

- A written description of the Project and the forecasted annual savings and other efficiency outcomes for the Recipient,
- The actual costs to carry out the Project that have not been included as part of a Quarterly Report Back paid by the Recipient with supporting documentation, such as invoices or receipts, showing actual costs incurred.
- A statement indicating an updated estimate of annual cost savings realized through the Project, which will be the performance measure.

3. Annual Report Back

The Recipient will submit an Annual Report Back to the Province using the reporting template provided by the Province. The Annual Report Back will include:

- A statement indicating the actual cost savings and efficiency outcomes from the Project over the course of the year.

2022 Allocation Notice**Township of Ashfield-Colborne-Wawanosh**

4070

County of Huron

In 2022, the Province is providing the Township of Ashfield-Colborne-Wawanosh with \$784,400 in funding through the OMPF, which is the equivalent of \$250 per household.

A Total 2022 OMPF	\$784,400
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1. Assessment Equalization Grant Component	-
2. Northern Communities Grant Component	-
3. Rural Communities Grant Component	\$652,700
4. Northern and Rural Fiscal Circumstances Grant Component	\$131,700
5. Transitional Assistance	-

B Key OMPF Data Inputs

1. Households	3,135
2. Total Weighted Assessment per Household	\$388,518
3. Rural and Small Community Measure (RSCM)	100.0%
4. Farm Area Measure (FAM)	84.7%
5. Northern and Rural Municipal Fiscal Circumstances Index (MFCI)	4.1
6. 2022 Guaranteed Level of Support	88.2%
7. 2021 OMPF	\$775,300

Note: See line item descriptions on the following page.

2022 Allocation Notice**Township of Ashfield-Colborne-Wawanosh**

4070

County of Huron

2022 OMPF Allocation Notice - Line Item Descriptions

A	Sum of 2022 OMPF grant components and Transitional Assistance, which are described in the 2022 OMPF Technical Guide. This document can be accessed on the Ministry of Finance's website at: https://www.fin.gov.on.ca/en/budget/ompf/2022
A5	If applicable, reflects the amount of transitional support provided to assist the municipality in adjusting to year-over-year funding changes.
B1	Based on the 2021 returned roll from the Municipal Property Assessment Corporation (MPAC).
B2	Refers to the total assessment for a municipality weighted by the tax ratio for each class of property (including payments in lieu of property taxes retained by the municipality) divided by the total number of households.
B3	Represents the proportion of a municipality's population residing in rural areas and/or small communities. For additional information, see the 2022 OMPF Technical Guide, Appendix A.
B4	Represents the percentage of a municipality's land area comprised of farm land. Additional details regarding the calculation of the Farm Area Measure are provided in the 2022 OMPF Technical Guide, Appendix B.
B5	Measures a municipality's fiscal circumstances relative to other northern and rural municipalities in the province, and ranges from 0 to 10. A lower MFCI corresponds to relatively positive fiscal circumstances, whereas a higher MFCI corresponds to more challenging fiscal circumstances. For additional information, see the 2022 OMPF Technical Guide, Appendix D.
B6	Represents the guaranteed level of support the municipality will receive through the 2022 OMPF. For additional information, see the 2022 OMPF Technical Guide.
B7	2021 OMPF Allocation Notice (Line A).

Note: Grant components and Transitional Assistance are rounded up to multiples of \$100.



HUMAN RESOURCES POLICIES

On the job policies**COVID-19 Vaccination Policy**

Approved by: County Council

Date: October 20, 2021

Last Review by: County Council

Date: October 20, 2021

Purpose:

1. To provide guidelines pertaining to the expectations and requirements the County of Huron has of its employees with respect to COVID-19 and vaccinations.

Scope:

2. All employees, as well as County Council, Boards, Committees of Council, students and volunteers, and contractors while performing County of Huron business/duties (referred to throughout this policy as "Employees").
3. Employees in certain departments, such as the Homes, EMS and Children's Services, may have obligations under a department specific policy regarding COVID-19 vaccination or under regulations, legislations or guidelines applicable to them which exceed the requirements under this policy. If the requirement under this policy reflects a higher requirement than any directive stipulates for a specific department, this policy will govern.
4. All new or rehired County of Huron Employees, including returning seasonal and student Employees are required to be fully vaccinated against COVID-19 as a condition of being hired or rehired by the County of Huron.

Definitions:

5. Fully Immunized: An Employee is defined as fully immunized once 14 days have passed after receiving the second dose of a two-dose COVID-19 vaccine series or their first dose of a one-dose COVID-19 vaccine series that is approved by Health Canada, or 14 days have passed after receiving a booster of any such vaccination as approved by Health Canada.

Policy:

6. The County of Huron supports Employees in obtaining their COVID-19 vaccination.
7. Employees must disclose their vaccination status to the County of Huron

On the job policies COVID-19 Vaccination Policy

in accordance with the established process no later than November 1, 2021. Employees who choose not to disclose their vaccination status will be considered, for the purposes of this policy, to be unvaccinated.

8. Employees who have been vaccinated must provide proof of such vaccination will be required in the form of a receipt or other documentation from the Ministry of Health, Public Health, or an equivalent out-of-province health body where the Employee was vaccinated.
9. Unvaccinated Employees will be required to complete mandatory training on the benefits of vaccination by November 12, 2021.
10. After November 12, 2021, Employees must participate in regular rapid antigen testing until such time they are considered fully immunized.
11. If an Employee has chosen not to be vaccinated, without an exemption as noted below, the County may require that the Employee pay for each rapid antigen test. Costs of the test will be determined by the County of Huron, acting reasonably and using best efforts to minimize the cost and will be subject to any applicable laws and reasonable practices. The County reserves the right to require rapid antigen testing of any Employee at any time.
12. The cost of the rapid antigen testing will be waived for those Employees who have submitted the required documentation and received County of Huron approval for medical exemption from receiving the vaccination.
13. If an Employee has a medical or creed-based reason for not being vaccinated now or in the future, it is the Employee's responsibility to contact the Safety & Wellness Supervisor to discuss an accommodation. Each case will be considered on its own facts, in accordance with any applicable legal obligations under the *Human Rights Code*.
14. All requests for a medical accommodation will require written proof of a medical reason that sets out at least the following:
 - That the person cannot be vaccinated against COVID-19; and
 - The general nature of the medical reason why the person cannot be vaccinated and confirmation that this is a genuine medical condition and not simply the patient's preference of self-evaluation; and
 - The effective time period for the medical reason (ie. permanent or time-limited).

On the job policies COVID-19 Vaccination Policy

15. The medical information is to be submitted to the Safety & Wellness Supervisor and shall be retained in a confidential file.
16. All requests for a creed-based accommodation will require written proof of a creed-based reason that set out at least the following:
 - A statement of the Employee's overarching beliefs; and
 - The specific tenet or belief that is contrary to receiving the COVID-19 vaccination.
17. The County will carefully review each request for accommodation having regard to the reasons for the request, the legal requirements for the particular request and the overall impact on the health and safety of all County employees.
18. If an accommodation is granted, the County will work with the Employee to determine whether and how an Employee may be accommodated, as required and in accordance with the Ontario *Human Rights Code*.
19. Testing will be conducted at a frequency and location(s) as determined appropriate by the County of Huron.
20. The time required to receive a rapid antigen test will be considered unpaid time for the Employee and mileage will not be paid if travel is required to receive the test.
21. Unless a legislated or regulatory exemptions applies, all County of Huron Employees are expected and required to comply with applicable health and safety measures to reduce the hazard of COVID-19, including but not limited to compliance with established workplace controls, such as daily screening, mandatory masking, physical distancing and hand hygiene.
22. The County of Huron will maintain vaccination disclosure information, including documentation verifying receipt of a vaccination series approved by Health Canada or the World Health Organization, in accordance with privacy principles and any applicable legislation. This information will be retained by the Safety & Wellness Supervisor in Human Resources and will only be used to the extent necessary for implementation of this policy, for administering health and safety protocols, and infection and prevention control measures in the workplace.
23. Employees may also be required to disclose their vaccination status by law or to otherwise give effect to this policy, including, but not limited

On the job policies COVID-19 Vaccination Policy

to, situations where Employees are directed to stay home as a result of the daily screening tool in order to comply with the clearance criteria to return to work (ie. after a COVID-19 exposure or a travel quarantine exemption).

24. All new or rehired Employees must provide proof of vaccination to Human Resources prior to commencing their employment or placement. This policy shall form one of the conditions of employment which new Employees accept as part of an offer of employment.
25. For volunteers or students working on an unpaid placement/internship, proof of vaccination must be provided prior to entering the workplace.
26. The County of Huron will continue to closely monitor its COVID-19 risk mitigation strategy and the evolving public health information and context to ensure that it continues to optimally protect the health and safety of Employees in the workplace. Additional safety measures will be put in place to mitigate workplace risks.
27. Employees who fail to comply with this policy may be subject to disciplinary action
28. All Employees to whom this policy applies will have this policy shared with them prior to the effective date of the policy. All new hires will have the policy shared with them on the first day of employment, or prior to commencement of their first day when possible. Employees will be required to acknowledge that they have read and understood the policy.
29. The County of Huron reserves the right to amend this policy at its discretion in order to best respond to COVID-19 and to protect employees.

Responsibilities:

30. All levels of management are responsible for the administration of this policy.
31. Senior management, managers and supervisors are expected to:
 - lead by example;
 - declare their COVID-19 vaccination status and meet the requirements outlined in this policy;
 - ensure Employees declare their COVID-19 vaccination status, as

On the job policies COVID-19 Vaccination Policy

- outlined in this policy; and
- ensure Employees complete and required education or training about COVID-19.

32. Employees are expected to:

- follow all health and safety policies and protocols;
- declare their COVID-19 vaccination status and meet the requirements outlined in this policy; and
- complete any required education or training about COVID-19, including regarding vaccinations and safety protocols.

Supporting Documents:

Accommodation Request Form
Workplace Accommodation Policy
COVID-19 Vaccination Declaration Form
COVID-19 Vaccination Procedure



COUNCIL REPORT

From: Thomas McCarthy,
Public Works Superintendent
Date: November 2, 2021
Subject: Public Works Activity Report

RECOMMENDATION:

That the report be received and filed.

COMMENT:

- Presbyterian Camp Road widening has been completed; Township staff will be plowing the road this winter.
- Tree removal continues at various locations. Brush removed from Kimberley and Erin Drive.
- Tire, shingle and scrap steel pick-ups have been scheduled from the Ashfield Landfill.
- Drywalling completed at Township sheds, project on schedule for completion shortly.
- Various roads have been graded in preparation for winter.
- Roadside brushing has been completed on Heron Line and St. Augustine Line.
- Health and safety meeting completed, shed inspections and audits scheduled.
- First Aid training completed; four Public Works employees attended.
- Conduit installed from Township office to communications tower at Colborne Shed.
- All tandem trucks have had their annual safety inspections completed.

Respectfully submitted,

Approved by:

Thomas McCarthy,
Public Works Superintendent

Mark Becker, CAO



THE CORPORATION OF THE TOWNSHIP OF
ASHFIELD-COLBORNE-WAWANOSH

BY-LAW NUMBER 70-2021

BEING A BY-LAW to close certain roads during the winter season in the
Township of Ashfield-Colborne-Wawanosh

WHEREAS Section 35 of the Municipal Act, S.O. 2001. c.25 authorizes a municipality to pass by-laws removing or restricting the common law right of passage by the public over a highway and the common law right of access to the highway by an owner of land abutting a highway;

AND WHEREAS the Council of the Corporation of the Township of Ashfield-Colborne-Wawanosh deems it advisable to temporarily close certain municipal roads annually from November 15th to March 31st;

NOW THEREFORE the Council of the Corporation of the Township of Ashfield-Colborne-Wawanosh enacts as follows:

1. The roads, or parts thereof as listed on Schedule A attached hereto, shall be closed to all vehicular traffic, except where permission is explicitly granted by the Public Works Superintendent.
2. This by-law shall come into force and take effect immediately upon final passing thereof.
3. This by-law may be cited as the "Temporary Road Closures for Winter By-Law".

Read a first and second time this 2nd day of November 2021.

Read a third time and finally passed this 2nd day of November 2021.

Mayor, Glen McNeil

CAO/Deputy Clerk, Mark Becker

THE CORPORATION OF THE TOWNSHIP OF
ASHFIELD-COLBORNE-WAWANOSH

BY-LAW NUMBER 70-2021

SCHEDULE 'A'

Road Name	From	To
1. Zion Road	Churchill Drive	Lake Huron
2. Birch Beach Road	Kingsbridge Lane	Lake Huron
3. Eighteen Mile Line	Bluewater Hwy 21	Zion Road
4. Lanesville Line	Amberley Road	Zion Road
5. Lanesville Line	Dungannon Road	Hawkins Road
6. Halls Hill Line	Belgrave Road	Belfast Road
7. Kerry's Line	Amberley Road	Zion Road
8. Kerry's Line	Belgrave Road	Glens Hill Road
9. Kerry's Line	300 m south of Glens Hill Rd	Dungannon Road
10. Division Line	600 m south of Belfast Rd	Belgrave Road
11. Division Line	Glens Hill Road	Dungannon Road
12. Division Line	1400 m south of Dungannon Rd	1100m North of Hawkins Rd
13. Division Line	800 m south of Hawkins Road	Bluewater Highway 21
14. River Mill Line	400 m south of Dungannon Rd	1700 m north of Hawkins Rd
15. River Mill Line	300 m south of Hawkins Road	400 m north of Nile Rd
16. Victoria Street	Bluewater Highway	400 m east of London Rd
17. Shoreline Road	100 m west of Bluewater Hwy21	Lake Huron
18. Pinery Line	Blyth Road	Nile Road
19. Pinery Line	600 m south of Blyth Road	Maitland River
20. Council Line	Golf Course Road	Nile Road
21. McGaw Road	C.P. Line	Lucknow Line
22. Black Hole Road	1100m southeast of Londesboro Rd	400 m
23. Main Street	Grist Mill Line	Millar Street
24. Heron Line	Blyth Road	School Road
25. School Road	200 m east of Heron Line	Dead End
26. Dungannon Road	St. Augustine Line east	Maitland River
27. Laurier Line	Bluewater Highway 21 North	500 m
28. Prosperity Line	North of Glen's Hill Road	
29. MacKenzie Camp Road S	MacKenzie Camp Road	Southern Extent

Policy No. HR - 2.17

SUBJECT: On-Call Pay	SCOPE: PUBLIC WORKS EMPLOYEES
ISSUED: November 2, 2021	REVISED:
RECOMMENDED: Administration	APPROVED: Council

PURPOSE: To set out the rate and scope of on-call pay for Public Works Employees.

POLICY: Public Works Employees shall receive three dollars on-call pay per hour that they are on-call during scheduled shifts from December 1 to March 31, this shall be known as “on-call pay”.

PROCEDURE: On-call duties shall be performed yearly from December 1 to March 31. The on-call schedule shall be issued at the direction of the Public Works Superintendent. The rate of pay shall be three dollars per hour for employees on the on-call schedule.

On-call pay shall be paid only when an employee is not called in to work or has been sent home before their shift is complete.

The maximum amount that an employee is eligible for is twenty-four dollars per day which is based on an eight-hour workday.

Employees that are not available for work when called in for a scheduled shift shall forfeit their on-call pay for that shift.

On-call pay is not paid in addition to an employee’s regular rate of pay.

On-call pay is not subject to an overtime rate and shall be paid at a rate of three dollars per hour regardless of hours worked during the pay period.

Policy No. HR - 2.18

SUBJECT: Call-in-Pay	SCOPE: PUBLIC WORKS EMPLOYEES
ISSUED: November 2, 2021	REVISED:
RECOMMENDED: Administration	APPROVED: Council

PURPOSE: To set out the rate and scope of call-in pay for Public Works Employees.

POLICY: Public Works Employees shall be paid a minimum of four hours if they are called in to work outside of their regular shift.

PROCEDURE: An employee required to report for work not continuous with their assigned hours shall be paid a minimum four hours for each call out in a day at the appropriate rate, providing that there has been a period of two hours or more between call outs.

When the employee has completed the assigned work, they are to check with their supervisor to confirm that there have been no additional calls for service.

If the employee requires additional help once they are on site they are to call their supervisor and arrange for assistance.



THE CORPORATION OF THE TOWNSHIP OF
ASHFIELD-COLBORNE-WAWANOSH

BY-LAW NUMBER 74-2021

BEING A BY-LAW to appoint the positions of Part Time Equipment Operator & Labourers
for the Township of Ashfield-Colborne-Wawanosh

WHEREAS Council deems it appropriate to appoint three Part Time Equipment Operator & Labourers;

NOW THEREFORE the Council of the Corporation of the Township of Ashfield-Colborne-Wawanosh enacts as follows:

1. That Tom Gilkes, Mitchell Curran and Jesse Scott be appointed Part Time Equipment Operator & Labourers for the Township of Ashfield-Colborne-Wawanosh.
2. This by-law shall come into force and take effect immediately upon final passing thereof.
3. This by-law may be cited as the "Appoint Part Time Equipment Operator & Labourers" by-law.

Read a first and second time this 2nd day of November 2021.

Read a third time and finally passed this 2nd day of November 2021.

Mayor, Glen McNeil

CAO/Deputy Clerk, Mark Becker

The Royal Canadian Legion

Branch 309 – Lucknow



President
Linda Sharpin
Lucknow, Ontario N0G 2H0
226-222-2993
lsharpin@hurontel.on.ca

1st Vice President
Marilyn Scott
Box 107
Lucknow, Ontario N0G 2H0
519-955-7936
sepoyfirstaid@hurontel.on.ca

Secretary
Dayle Taylor
Lucknow, Ontario N0G 2H0
519-528-3910
jtay@tnt21.com

RECEIVED

OCT 21 2021

Township of Ashfield-
Colborne-Wawanosh

October 13, 2021
Royal Canadian Legion Br 309
Box 9
Lucknow, Ontario N0G 2H0

Township of ACW
82133 Council Line
RR#5
Goderich, Ontario N7A 3Y2

Please find enclosed invoice for wreath to be laid at the cenotaph in Lucknow on November 11, 2021.

This year the wreaths can be laid by their respective sponsors. Although the ceremony is outdoors, those laying a wreath must wear a mask and maintain physical distance as they are doing their presentation.

Please arrive prior to 11 and let the announcer know you are there.

Please let me know the name of the person who is to lay your wreath. If you or your group would rather have the wreath placed ahead of time and your name mentioned, we can do that as well.

My contact info is on the left of this page.

It is important to let me know either way so we are prepared on November 11.

Honouring our Veterans and their sacrifices is considered paramount by the Legion. This year is the 100th anniversary of the Remembrance Poppy in Canada.

Thank you so much for your continued support.

Marilyn Scott

Marilyn Scott

Poppy Chair
Branch 309
Lucknow, ON

2022 Good Roads Conference Registration

Registration Information

Contact Name _____ Municipality/Organization _____

Mailing Address _____

Telephone _____ Email _____

Name of delegate _____ Title _____
to appear on badge - no initials

Registration Type ☒ A ☐ B ☐ C ☐ D Sunday Gravel Roads Technical Session ☐ Yes ☐ No
Pre-registration required

Registration Type

Pre-registration forms must be received by February 11, 2022

	Good Roads Members		Provincial/Federal Governments		Non-Members		Fees Enclosed	
	Early Bird Before Jan. 21	Regular After Jan. 22	Early Bird Before Jan. 21	Regular After Jan. 22	Early Bird Before Jan. 21	Regular After Jan. 22		
A Full Registration	\$700	\$750	\$770	\$820	\$875	\$925	@	= \$ 0.00
B One Day - Monday	\$400	\$430	\$440	\$470	\$500	\$530	@	= \$ 0.00
C One Day - Tuesday	\$400	\$430	\$440	\$470	\$500	\$530	@	= \$ 0.00
D Half Day - Wednesday	\$200	\$220	\$220	\$240	\$250	\$270	@	= \$ 0.00

Tue, Mar 1: The Tuesday Reception will be held following the end of the day's program.

For on-site registration fees, additional surcharge over regular rate as follows: Type A add \$50, Type B and Type C add \$30 and Type D add \$20

Good Roads
2022 Conference

Sub-Total \$ 0.00

+13% HST \$ 0.00
#104000450RT

Total \$ 0.00

February 27 - March 2, 2022

Fairmont Royal York Hotel, Toronto ON

Please type or print clearly and send with payment to Ontario Good Roads Association, Unit 22, 1525 Cornwall Rd., Oakville, ON L6J 0B2

9.1

Method of Payment

(Please check one)

☐ VISA ☐ Mastercard ☐ Cheque

(If paying by cheque make payable to: Ontario Good Roads Association; 1525 Cornwall Road, Unit 22, Oakville, ON L6J 0B2.)

Card Number _____

Exp. Date _____

Name on Card _____
(Please Print)

Signature _____

Registration forms cannot be processed unless accompanied with payment.

Forms can be emailed to laura@goodroads.ca

REFUND POLICY

Full refunds, less an administration fee of \$100 plus HST, of pre-registration fees will be issued if notice of cancellation is received by Friday, January 28. NO REFUNDS AFTER JANUARY 29TH. SUBSTITUTIONS ARE PERMITTED. ALL REQUESTS MUST BE IN WRITING.

DIETARY REQUIREMENTS

Special dietary requirements, including food allergies, should be forwarded in writing to Cherry Sales by email: cherry@goodroads.ca

REGISTRATION INQUIRIES?

Carmen Sousa - Tel: 289-291-6472 or email: laura@goodroads.ca

For Good Roads' privacy policy please visit:
ograconference.ca/privacy-policy/

☐ I agree to the terms and conditions of attending this event.

Mark & staff:

10.1

...TO THANK YOU
— FOR YOUR —
KINDNESS.

Sincerely
John & Nancy
Hamilton



Dear Mark and all your staff
that helped orchestrate and assist
with the cleanup at Shamrock Beach.

Words cannot express how grateful
John & I were for the help we received
from the Township following the Tornado.

To see all the tree damage on the
night of Sept 7th and all the work
ahead of us was a little overwhelming
to say the least. However, with
the help of our wonderful family,
friends and the township crew we managed
through.

The crew of Missy, Scott R, Scott S,
and Henry could not have been more
pleasant and accommodating (apologize

if I have missed anyone).

I know they were probably concerned about getting their regular work done as well but they carried on in such a respectful and obliging manner.

Our true appreciation is difficult to express but again,

Thank you, thank you
thank you.

Sincerely
John & Nancy
Hamilton

Mark Becker

From: Shaun Marshall [REDACTED]
Sent: Monday, October 25, 2021 2:42 PM
To: Mark Becker; Thomas McCarthy; Glen McNeil
Cc: Jennifer Miltenburg; tony3255; Ross Marshall
Subject: Thanks for your work!

Dear Mr. McNeil, Mr. Becker, Mr McCarthy, et al.

I would like to say Thank you for your support in clearing tornado debris from Shamrock Beach Road, (known also as public road: First St. and Erie St.). The significant damage done by the tornado in this area was overwhelming to many of us and your assistance to open roadways was important for safety reasons as well as to facilitate repairs.

I am a 20+ year resident of Huron County, (Wingham), a 34 yr owner of property in ACW, and have family roots dating back to the late 1800's in Holyrood area.

I fully recognize that I do not understand the weight of responsibility you have to tax payers as a whole, nor do I understand the legal workings of "cottage access unassumed roads" etc, but, I am grateful and feel supported by local government resources in exceptional circumstances post tornado.

Sincerely,
Dr. Shaun Marshall,
Kingsbridge/Wingham

[REDACTED]

Call for Nominations to the 2022-2023 Good Roads Board of Directors

To: Head and Members of Council
Chief and Council

From: Scott Butler, Executive Director

Date: October 14, 2021

Pursuant to Good Roads Policy B-008, the Nominating Committee of the 2021-2022 Good Roads Board of Directors will present a slate of 11 directors to attendees at the Annual Good Roads Conference taking place February 27 – March 02, 2022, at the Fairmont Royal York in Toronto, Ontario.

The Good Roads Board of Directors understands the strength that diversity provides and is committed to achieving equity and inclusion on its leadership team. Women and individuals from equity seeking groups are encouraged to apply.

The following directors will automatically serve on the 2022-2023 Board of Directors:

- **President:** Paul Schoppmann – Mayor, Municipality of St.-Charles;
- **First Vice-President:** John Parsons – Division Manager, Roads Operations, City of London;
- **Second Vice-President:** Bryan Lewis – Councillor, Town of Halton Hills; and
- **Immediate Past President:** Dave Burton – Mayor, Municipality of Highlands East.

The Nominating Committee will put forward a slate comprised from Good Roads' municipal and First Nations membership. The slate will satisfy the geographic requirements prescribed in Section 12 of the Constitution as well as the criteria in Policy B-008.

The Constitution can be viewed in its entirety on the Good Roads website.

The following vacancies need to be filled:

.../2

City of Toronto

1 Vacancy

The City of Toronto Zone consists of the City of Toronto.

Northern Zone

2 Vacancies

The Northern Zone consists of the municipalities within and First Nations adjacent to the Districts of Algoma, Cochrane, Kenora, Manitoulin, Nipissing, Parry Sound, Rainy River, Sudbury, Thunder Bay and Timiskaming; municipalities in and including the District of Muskoka and the City of Greater Sudbury.

South Central Zone

0 Vacancies

The South Central Zone consists of the municipalities within and First Nations adjacent to the Counties of Dufferin, Grey, Simcoe, and Wellington, and municipalities in and including the Regional Municipalities of Durham, Halton, Niagara, Peel and York, and the City of Hamilton.

Southeast Zone

2 Vacancies

The Southeast Zone consists of the municipalities within and First Nations adjacent to the Counties of Frontenac, Haliburton, Hastings, Lanark, Leeds and Grenville, Lennox and Addington, Northumberland, Peterborough, Prescott and Russell, Prince Edward, Renfrew, and Stormont, Dundas and Glengarry, and the Cities of Kawartha Lakes and Ottawa.

Southwest Zone

1 Vacancies

The Southwest Zone consists of the municipalities within and First Nations adjacent to the Counties of Brant, Bruce, Elgin, Essex, Haldimand, Huron, Lambton, Middlesex, Norfolk, Oxford, and Perth, the municipality of Chatham-Kent, and municipalities in and including the Regional Municipality of Waterloo.

Those elected shall serve for a two-year term ending on Wednesday, February 28, 2024.

Any member of Council or a permanent full-time staff from a Good Roads member municipality or First Nation who is interested in being considered as a candidate for a position on the Board of Directors must complete the attached Nomination Consent form found below and submit it along with a résumé to the attention of Rick Harms, Chair of the Nominating Committee no later than 1700 h Eastern Time on November 19, 2021. Nominations can be emailed to info@ogra.org or mailed to Good Roads, 1525 Cornwall Road, Unit 22, Oakville, Ontario L6J 0B2.

The Nominating Committee will meet on November 24, 2021, to recommend a slate of directors to the membership. The Nominating Committee is comprised of the following directors:

Chair:	Rick Harms, Immediate Past President
Vice Chair:	Rick Kester, Past President
Members:	John Parsons, OGRA Second Vice-President
	Paul Ainslie, OGRA Director
	Cheryl Fort, OGRA Director

Questions regarding the nomination process or serving on the Board of Directors can be directed to Scott Butler at scott@ogra.org or 416-564-4319.

Sincerely,



Scott Butler
Executive Director

c: Rick Harms, Chair, Nominating Committee

1525 Cornwall Rd Unit 22
Oakville, ON L6J 0B2
+1 289 291 6472

Nomination/Consent Form for the 2022-2023 Good Roads Board of Directors

Nominee Name:

Title:

Municipality:

Nominated by:

Title:

Municipality:

Seconded by:

Title:

Municipality:

**Nominee
Signature**

Date

This form must be received e-mail (info@ogra.org) to the attention of Rick Harms, Chair of the Nominating Committee, by 1700 h Eastern Time on Friday, November 19, 2021.

Good Roads

Board of Directors Meeting #5-21

May 19, 2021

Member's Present:

David Turton, Matt Duncan, Roger Watt, Alison Lobb, Kevin Freiburger, Anita van Hittersum, Megan Gibson, Cheryl Matheson, Alvin McLellan, Erinn Lawrie, Ed McGugan

Absent with regrets:

Staff Present:

Phil Beard, General Manager-Secretary-Treasurer
Stewart Lockie, Conservation Areas Coordinator
Steve Jackson, FESS Coordinator
Shannon Millar, Shoreline Technician
Jayne Thompson, Communications Coordinator
Chris Van Esbroeck, Watershed Stewardship Services Coordinator

1. Call to Order

Chair Turton welcomed everyone, called the meeting to order at 7:00 pm and reviewed the meeting objectives.

2. Declaration of Pecuniary Interest

There were no pecuniary interests at this time.

3. Minutes

The minutes from the Maitland Valley Conservation Authority (MVCA) General Membership Meeting #4-2021 held on April 21, 2021 have been circulated for information and approval. The Members agreed with the minutes and the following motion was made.

Motion FA #47-21

Moved by: Alvin McLellan

Seconded by: Matt Duncan

THAT the minutes from the General Membership meeting #4-2021 held on April 21, 2021 be approved. (carried)



4. Presentation: Impending Bluff Collapses along the Lake Huron Shoreline

Steve Jackson, FESS Coordinator and Shannon Millar, Shoreline Technician made a presentation on the impending bluff collapses along the Lake Huron Shoreline.

5. Business Requiring Direction and or Decision

- a) Review of Tenders for the Decommissioning of the Gorrie Dam: **Report #33-21**

Report #33-21 was presented and discussed by the Members. The following motion was made:

Motion FA #48-21

Moved by: Megan Gibson

Seconded by: Alison Lobb

THAT the contract for the Removal of the Gorrie Dam #20024 be awarded to Master Utility Division Inc. with a tendered price of \$319,000.00 + HST conditional on receiving final approvals from MNRF and DFO.

(carried)

- b) Direction on the Gorrie Mill Building: **Report #34-21**

Report #34-21 was presented and the following motion was made:

Motion FA #49-21

Moved by: Alison Lobb

Seconded by: Matt Duncan

THAT staff follow up with the Maitland Mills Association and provide additional project details at the June 16th, 2021 Members Meeting.

(carried)

- c) Direction on Approval of the Flood Plain Mapping for Property on Princess Street in Lower Town, Municipality of Morris-Turnberry: **Report #35-21**

Report #35-21 was presented and the following motion was made:

Motion FA #50-21

Moved by: Roger Watt

Seconded by: Ed McGugan

THAT the Members adopt the Wingham and Area Flood Plain mapping, dated December 16, 2020, for Planning and Regulations Purposes, for the property known as 300 Princess Street.

(carried)

Motion FA #51-21

Moved by: Alvin McLellan

Seconded by: Kevin Freiburger

THAT the proposed policy amendments be approved by the Members for inclusion in the MVCA's Two-Zone Floodplain Policies.

(carried)

- d) Review of MECP Discussion Paper on Mandatory and Non Mandatory Services, Municipal Agreements, Community Advisory Committees: **Report #36-21**

Report #36-21 was presented and the following motion was made:

Motion FA #52-21

Moved by: Ed McGugan

Seconded by: Cheryl Matheson

THAT MVCA staff review the consultation paper and develop comments for the Members to consider at the June 16, 2021 meeting.

(carried)

6. Chair and Members Reports

- a) Alvin McLellan asked if anyone knows of any programs to support spraying for gypsy moths. Kevin noted that vinegar and dish soap can be used to make an effective spray.
- b) Ed McGugan thanked staff for building the new privy at Lake Wawanosh Conservation Area and asked why there are not garbage cans. Response. There used to be garbage cans but they were removed as people were using them to dispose of their household garbage.
- c) Dave Turton: Mid Huron Beach Association held their annual meeting on the weekend and discussed concerns related to tree removal along the bluff. These concerns have been discussed with the Tree Inspector for the municipality.

7. Consent Agenda

The following items were circulated to the Members for their information.

- a) Agreements Signed: **Report #37-21**
- b) Revenue-Expenditure Report: **Report #38-21**

The following motion was made:

Motion FA #53-21

Moved by: Anita van Hittersum

Seconded by: Roger Watt

THAT Report #37-21 and #38-21 along with their respective recommended motions as outlined in the Consent Agenda be approved.

(carried)

8. Review of Meeting Objectives & Next Meeting Date, Wednesday, June 16, 2021 at 7:00pm.

9. Adjournment of Members Meeting:

The members meeting adjourned at 8:36 pm with the following motion:

Motion FA #54-21

Moved by: Megan Gibson

Seconded by: Alison Lobb

THAT the Members Meeting be adjourned.

(carried)



Dave Turton
Chair



Phil Beard
General Manager /
Secretary-Treasurer

Board of Directors Meeting #6-21

June 16, 2021

Member's Present: Matt Duncan, Roger Watt, Alison Lobb, Kevin Freiburger, Anita van Hittersum, Megan Gibson, Cheryl Matheson, Alvin McLellan, Erinn Lawrie, Ed McGugan

Absent with regrets: Dave Turton

Staff Present: Phil Beard, General Manager-Secretary-Treasurer
Stewart Lockie, Conservation Areas Coordinator
Steve Jackson, FESS Coordinator
Jayne Thompson, Communications Coordinator

1. Call to Order

Vice Chair Duncan welcomed everyone, called the meeting to order at 7:00 pm and reviewed the meeting objectives.

2. Declaration of Pecuniary Interest

There were no pecuniary interests at this time.

3. Minutes

The minutes from the Maitland Valley Conservation Authority (MVCA) General Membership Meeting #5-2021 held on May 19, 2021 have been circulated for information and approval. The Members agreed with the minutes and the following motion was made.

Motion FA #55-21

Moved by: Alvin McLellan

Seconded by: Ed McGugan

THAT the minutes from the General Membership meeting #5-2021 held on May 19, 2021 be approved. **(carried)**



4. Business Out of the Minutes:

- a) Request from the Maitland Mills Association: **Report #39-21**

Stewart Lockie presented Report #39-21 and the following Motion was made:

Motion FA #56-21

Moved by: Alison Lobb

Seconded by: Ed McGugan

THAT staff obtain quotes from two companies to selectively demolish the structure, salvaging reusable materials and that the Maitland Mills Association be permitted to have the artifacts from the mill”

(carried)

- b) Draft Comments Regulatory Proposals Under the Conservation Authorities Act:
Report #40-21

Phil Beard presented Report #40-21 and the following motion was made:

Motion FA #57-21

Moved by: Roger Watt

Seconded by: Alvin McLellan

THAT MVCA supports the comments developed by Conservation Ontario and that a copy of Conservation Ontario’s comments be sent to Lisa Thompson, MPP for Huron Bruce and Randy Pettepiece, MPP for Perth Wellington ;

AND MVCA comments and concerns with respect to the consultation paper on regulatory changes as outlined in Report #40-21 are to be submitted to the Ministry of Environment, Conservation and Parks and the Ministry of Natural Resources and Forestry.

(carried)

5. Business Requiring Direction and or Decision

- a) Draft Infrastructure and Equipment Strategy: **Report #41-21**

Report #41-21 was presented and discussed by the Members. The following motion was made:

Motion FA #58-21

Moved by: Alison Lobb

Seconded by: Cheryl Matheson

THAT the Infrastructure and Equipment Strategy outlined in Report #41-21 be used to develop the 2022-2024 Work Plan and Budget.

(carried)

b) Forest Management Agreement Wawanosh Valley Conservation Area: **Report #42-21**

Report #42-21 was presented and the following motion was made:

Motion FA #59-21

Moved by: Alison Lobb

Seconded by: Kevin Freiburger

THAT the Authority enters into a formal contract with Tri-Bridges Inc. to undertake forest harvest operations as prescribed; AND **THAT** the revenue from the sale of timber be directed to the Forest Management Reserve account.

(carried)

6. Presentation: 2021 Work Plan Update:

Jayne Thompson presented highlights from the 2021 work plan.

7. Chair and Members Reports:

There were no reports.

8. Consent Agenda:

The following items were circulated to the Members for their information.

- a) Revenue-Expenditure Report: **Report #43-21**
- b) 2021 Budget Update and Work Plan: **Report #44A&B-21**
- c) Appointment of Regulations Officers Falls Reserve Conservation Area: **Report #45-21**
- d) Correspondence: Letter from Minister Yurek, approving the Chair's term for 2021

The following motion was made:

Motion FA #60-21

Moved by: Roger Watt

Seconded by: Megan Gibson

THAT Reports #43-21 to Report #45-21 along with their respective recommended motions as outlined in the Consent Agenda be approved.

(carried)

9. Adjournment - Next Meeting Date, Wednesday, July 21, 2021 at 7:00pm for a special meeting via zoom.

10. Adjournment of Members Meeting:

The members meeting adjourned at 8:26pm with the following motion:

Motion FA #61-21

Moved by: Megan Gibson

Seconded by: Ed McGugan

THAT the Members Meeting be adjourned.

(carried)

Motion FA #62-21

Moved by: Alvin McLellan

Seconded by: Cheryl Matheson

THAT the Members move into the Source Water Protection Authority meeting.

(carried)



Matt Duncan
Vice Chair



Phil Beard
General Manager /
Secretary-Treasurer

Board of Directors Meeting #7-21

July 28, 2021

Member's Present: Matt Duncan, Roger Watt, Alison Lobb, Kevin Freiburger, Anita van Hittersum, Megan Gibson, Cheryl Matheson, Alvin McLellan, Erinn Lawrie

Member's Absent: Dave Turton, Ed McGugan

Staff Present: Phil Beard, General Manager-Secretary-Treasurer
Stewart Lockie, Conservation Areas Coordinator
Jayne Thompson, Communications IT&GIS Coordinator
Jason Moir, FRAC Park Superintendent

Others Present: Jennifer Morris, Gina McDonnell and Rebecca Garrett

1. Call to Order

Vice-Chair Duncan welcomed everyone, called the meeting to order at 7:00 pm and reviewed the meeting objectives.

2. Declaration of Pecuniary Interest

There were no pecuniary interests at this time.

3. Minutes

The minutes from the Maitland Valley Conservation Authority (MVCA) General Membership Meeting #6-2021 held on June 16, 2021 have been circulated for information and approval. The Members agreed with the minutes and the following motion was made.

Motion FA #63-21

Moved by: Anita van Hittersum

Seconded by: Alvin McLellan

THAT the minutes from the General Membership meeting #6-2021 held on June 16, 2021 be approved. **(carried)**



4. Delegation Request:

Friends of Balls Bridge and Little Lakes: Proposed Aggregate Application and Rezoning Application by Lobo Sand and Gravel Ltd.

Gina McDonnell and Rebecca Garrett made their presentation at that time.

5. Business out of the Minutes

- a) Quotes for the Demolition of the Gorrie Mill: **Report #47-21**

Report #47-21 was presented and discussed by the Members. The following motion was made:

Motion FA #64-21

Moved by: Roger Watt

Seconded by: Alison Lobb

THAT C. and R. Barn Removal and Salvage Company proposal to salvage the Gorrie Mill be approved as outlined in Report #47-21;

AND THAT the site restoration work outlined in Report #47-21 be carried out.

(carried)

6. Business Requiring Direction and or Decision:

- a) Review of Tenders for Septic System: Falls Reserve Conservation Area: **Report #48-21**

Report #48-21 was presented and the following motion was made:

Motion FA #65-21

Moved by: Cheryl Matheson

Seconded by: Alvin McLellan

THAT the contract for the Onsite Sewage System Project bid number 300043549 be awarded to Sid Bruinsma Excavating Ltd. with a RFQ price of \$507,911.00 + HST;

AND THAT the awarded contract include; provisional item (P1) in the amount of \$18,161.00+HST for site restoration;

AND THAT the awarded contract includes; provisional item (P2) in the amount of \$99,674.00+HST for hook-up of sewage services at 56 campsites.

(carried)

Report #49-21 was presented and the following motion was made:

Motion FA #66-21

Moved by: Alvin McLellan

Seconded by: Alison Lobb

THAT staff bring a report back to the members regarding the proposed Aggregate application and rezoning application.

(carried)

7. Adjournment - Next Meeting Date, Wednesday, August 25, 2021 at 6:30pm at the Falls Reserve Conservation Area

8. Adjournment of Members Meeting:

The members meeting adjourned at 8:20pm with the following motion:

Motion FA #67-21

Moved by: Roger Watt

Seconded by: Alvin McLellan

THAT the Members Meeting be adjourned.

(carried)



Matt Duncan
Vice-Chair



Phil Beard
General Manager /
Secretary-Treasurer

Board of Directors Meeting #8-21

September 15, 2021

Member's Present: Dave Turton, Roger Watt, Alison Lobb, Anita van Hittersum,
Megan Gibson, Cheryl Matheson, Erinn Lawrie, Ed McGugan

Member's Absent: Alvin McLellan, Kevin Freiburger, Matt Duncan

Staff Present: Phil Beard, General Manager-Secretary-Treasurer
Stewart Lockie, Conservation Areas Coordinator
Jayne Thompson, Communications IT&GIS Coordinator

1. Call to Order

Chair Turton welcomed everyone, called the meeting to order at 7:29 pm and reviewed the meeting objectives.

2. Declaration of Pecuniary Interest

There were no pecuniary interests at this time.

3. Minutes

The minutes from the Maitland Valley Conservation Authority (MVCA) General Membership Meeting #7-2021 held on July 28, 2021 have been circulated for information and approval. The Members agreed with the minutes and the following motion was made.

Motion FA #68-21

Moved by: Alison Lobb

Seconded by: Anita van Hittersum

THAT the minutes from the General Membership meeting #7-2021 held on July 28, 2021 be approved.

(carried)



4. Presentations:

- a) 2021 Work Plan Summer Highlights:

Jayne Thompson, Communications & IT-GIS Coordinator made a presentation on some of the conservation work undertaken over the summer.

5. Consent Agenda:

The following items were circulated to the Members for their information.

- a) 2021 Work Plan and Budget Update: **Report #50A&B-21**
- b) Revenue-Expenditure Report for June, July and August: **Report #51-21**
- c) Agreements Signed: **Report #52-21**
- d) Correspondence for Members Information

The following motion was made:

Motion FA #69-21

Moved by: Megan Gibson

Seconded by: Ed McGugan

THAT Report #50A&B-21 to Report #52-21 along with their respective recommended motions as outlined in the Consent Agenda be approved.

(carried)

6. Adjournment - Next Meeting Date, Wednesday, October 20, 2021 at 7:00pm at the Wroxeter Hall.

7. Adjournment of Members Meeting:

The members meeting adjourned at 8:00 pm with the following motion:

Motion FA #70-21

Moved by: Alison Lobb

Seconded by: Megan Gibson

THAT the Members Meeting be adjourned.

(carried)



Dave Turton
Chair



Phil Beard
General Manager /
Secretary-Treasurer



THE CORPORATION OF THE TOWNSHIP OF
ASHFIELD-COLBORNE-WAWANOSH

BY-LAW NUMBER 75-2021

BEING A BY-LAW to amend Zoning By-law 32-2008 for the Corporation of the Township of Ashfield-Colborne-Wawanosh

WHEREAS the Council of the Corporation of the Township of Ashfield-Colborne-Wawanosh considers it advisable to amend Zoning By-law 32-2008, as amended;

NOW THEREFORE the Council of the Corporation of the Township of Ashfield-Colborne-Wawanosh enacts as follows:

1. This by-law shall apply to all lands within the Township of Ashfield-Colborne-Wawanosh.
2. Section 3.23, Non-Complying Buildings and Structures of By-Law 32-2008 is hereby amended to state the following:

"3.23 NON-COMPLYING BUILDINGS AND STRUCTURES

Where a building or structure was legally established and is permitted by the provisions of the zone in which such building or structure is located but does not meet the zone provisions with respect to yards, lot area, frontage, parking, setback or any other provisions of this By-law applicable to that zone, the said building or structure shall be deemed to comply with the by-law and may be repaired, renovated, or reconstructed with or within the same footprint and up to the same building height. All other applicable provisions of this by-law shall apply."

3. Section 3.28.9, Motorized Vehicle Racing of By-law 32-2008 is hereby amended to state the following:

"3.28.9 MOTORIZED VEHICLE RACING

No land shall be used for the racing of any motorized vehicle, unless otherwise permitted in the by-law."

4. All other provisions of By-law 32-2008 shall apply.
5. This by-law shall come into force upon final passing, pursuant to Section 34(21) of the Planning Act, RSO 1990, as amended.

Read a first and second time this 2nd day of November 2021.

Read a third time and finally passed this 2nd day of November 2021.

Mayor, Glen McNeil

CAO/Deputy Clerk, Mark Becker

THE CORPORATION OF THE TOWNSHIP OF
ASHFIELD-COLBORNE-WAWANOSH

BY-LAW NUMBER 75-2021

SCHEDULE 1

By-Law 75-2021 has the following purpose and effect:

1. The housekeeping amendment to Zoning By-law 32-2008 applies across the Township of Ashfield-Colborne-Wawanosh.

The purpose and effect of this housekeeping amendment to the Zoning By-law is to update some general provisions within the by-law. Section 3.23 is proposed to be revised in order to clarify legal non-complying uses. Section 3.28.9 is proposed to be revised in order to clarify that motorized vehicle racing is not permitted within settlement areas.

All other provisions of the Township of Ashfield-Colborne-Wawanosh Zoning By-law 32-2008 shall apply.

2. This by-law amends the Zoning By-law of the Corporation of the Township of Ashfield-Colborne-Wawanosh (32-2008).



14.6

THE CORPORATION OF THE TOWNSHIP OF
ASHFIELD-COLBORNE-WAWANOSH

BY-LAW NUMBER 76-2021

BEING A BY-LAW to confirm the proceedings of the Corporation of the Township of Ashfield-Colborne-Wawanosh at its meeting held on November 2, 2021.

WHEREAS Section 5(3) of the Municipal Act, 2001, S.O. 2001, Chapter 23 as amended, requires that a municipal Council to exercise its powers by By-Law;

AND WHEREAS Council, or a Committee of Council often authorizes actions to be taken which does not lend itself to an individual By-Law;

AND WHEREAS it is deemed expedient to confirm the proceedings of Council at its meeting hereinafter set out;

NOW THEREFORE the Council of the Corporation of the Township of Ashfield-Colborne-Wawanosh enacts as follows:

1. The actions of the Council of the Corporation of the Township of Ashfield-Colborne-Wawanosh at its meeting held on the 2nd day of November 2021 with respect to each motion, resolution and other action passed and taken by Council at its meeting, is hereby adopted and confirmed as if all such proceedings were expressly embodied in this By-Law.
2. The Mayor and Clerk are authorized and directed to do all the things necessary to give effect to the actions of the Council referred to in the preceding section hereof.
3. The Mayor and the Clerk are authorized and directed to execute all documents necessary in that behalf and to affix thereto the seal of the Corporation.

Read a first and second time this 2nd day of November 2021.

Read a third time and finally passed this 2nd day of November 2021.

Mayor, Glen McNeil

CAO/Deputy Clerk, Mark Becker