TOWNSHIP OF
ASHFIELD - COLBORNE - WAWANOSH

Council Agenda
November 3, 2020

Township of Ashfield-Colborne-Wawanosh Council will meet in regular session on the 3rd day of November 2020, at 9:00 a.m. through Zoom, an online video conferencing platform.

This meeting is being held electronically as per By-Law #52-2020, 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, 2020

Moved by
Seconded by

ADOPT COUNCIL MINUTES	THAT Ashfield-Colborne-Wawanosh Township Council hereby adopts the October 19, 2020 Council Meeting Minutes as written.

3.2 Council Meeting Minutes – October 20, 2020

Moved by
Seconded by

ADOPT COUNCIL MINUTES	THAT Ashfield-Colborne-Wawanosh Township Council hereby adopts the October 20, 2020 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

John & Carolyn Porter MacDonald Zoning By-Law Amendment Application #Z05-20

	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 Application received from John & Carolyn Porter MacDonald

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 application with the Planning Advisory Committee.

TOWNSHIP OF ASHFIELD-COLBORNE-WAWANOSH PLANNING ADVISORY COMMITTEE MEETING

Call to order

Declaration of Pecuniary Interests

Purpose

The purpose of this Public Meeting is to consider changing the zoning on the property at Concession 1 Western Division, Part Lots 1 & 2 (Colborne Ward), 81368 Westmount Line, in the Township of Ashfield-Colborne-Wawanosh.

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

An application was submitted by John & Carolyn Porter MacDonald to the Township of Ashfield-Colborne-Wawanosh and considered complete on September 15, 2020.

Notice of the Public Meeting was mailed by the municipality to all property owners within 400 feet of the property on October 8, 2020 and notice was posted on the subject property.

Comments:

1) Huron County Planner
2) Applicant and/or Agent
3) Others
4) 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 Local Planning Appeal Tribunal (LPAT) 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 mailed, where submissions will be received by the Clerk.
- If an objection is received, an appeal is lodged with the Local Planning Appeal Tribunal (LPAT) 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 Council does not pass the by-law, the applicant may appeal to the LPAT.
- 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 and to the applicant.

Recommendation of the Huron County Planner

It is recommended that Zoning By-Law Amendment Application Z05-20 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
RECONVENCE COUNCIL MEETING	THAT Ashfield-Colborne-Wawanosh Township Council hereby reconvenes their regular Council Meeting.

6.0 ACCOUNTS

No items scheduled.

7.0 DEPARTMENT / COMMITTEE REPORTS

7.1 Water Department

7.1.1 Water Operations & Maintenance Report – September 2020

We have provided Council with a copy of the report prepared by Veolia Water Canada regarding the operation and maintenance of our water systems for September 2020.

STAFF COMMENTS: For your information purposes.

7.1.2 Century Heights Drinking Water System – Ministry of the Environment Inspection Report

We have provided Council with a copy of the Century Heights Drinking Water System Inspection Report.

STAFF COMMENTS: For your information purposes.

7.2 Building Department

7.2.1 2020 SLED Funding Application

We have provided Council with a copy of the approval letter with respect to our application to the County of Huron SLED Funding to convert ACW-owned land to development ready attainable housing land and market those opportunities to developers. Staff will proceed to prepare the property for development, including surveying, nitrate study, lot grading, and drainage plans, etc. up to $10,000.

STAFF COMMENTS: For your information purposes.

7.3 Cemetery Department

No items scheduled.

7.4 <u>Drainage Department</u>

7.4.1 Warren Zinn Municipal Drain – Levying By-Law

We have provided Council with a copy of the Warren Zinn Municipal Drain 2020 Levying By-Law being a by-law to provide for the levying of costs.

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

7.4.2 McNain Municipal Drain Improvement – Levying By-Law

We have provided Council with a copy of the McNain Municipal Drain Improvement 2015 Levying By-Law being a by-law to provide for the levying of costs.

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

7.5 <u>Administration Department</u>

7.5.1 Snow Removal Contracts / Lucknow & District Joint Boards – Update

Lucknow & District Medical Centre, Fire Hall, and Sports Complex

As a follow-up from our last meeting, we have provided Council with a copy of the agreement and authorizing by-law with Lloyd Collins Construction for snow removal for the above joint boards.

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

7.5.2 Ministry of Municipal Affairs and Housing – Safe Restart Agreement

As a follow-up from our last meeting, we have provided Council with a copy of a further report prepared by Treasurer Ellen McManus in this regard. Ms. McManus will be available this morning.

STAFF COMMENTS: For your information purposes.

7.5.3 Reid Farm Property

As a follow-up from our last meeting, we have provided Council with a copy of the agreement and authorizing by-law for the rental of the 14 acres of municipal land to Sebastian Kraft.

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

7.5.4 Annual Adjustment – 2021 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 and to the Animal Control Officer's contract hourly rate.

STAFF COMMENTS: For your information purposes.

7.5.5 Councillors Remuneration By-Law

We have provided Council with a copy of the Council Remuneration By-Law for 2021 which includes the annual Consumer Price Index increase of 0.6%.

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

7.5.6 2020 Wage Market Comparison

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

7.6 <u>Public Works Department</u>

7.6.1 Public Works Activity Report

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

STAFF COMMENTS: For your information purposes.

7.6.2 Culvert Quotations

Staff called for quotations for the maintenance culvert requirements and received the following results. All prices quoted are including H.S.T. Mr. Van Osch will be available this morning.

E.S. Hubbell	$ 16,027.60
Carson Supply	$ 20,611.12
Atlantic Industries	$ 21,364.76
Armtec	$ 21,518.36

STAFF COMMENTS: That Council accepts the quotation received from E.S. Hubbell in the amount of $ 16,027.60 including H.S.T. and proceeds to adopt the following resolution.

Moved by
Seconded by

ACCEPT CULVERT QUOTES	THAT Ashfield-Colborne-Wawanosh Township Council hereby accepts the quotation received from E.S. Hubbell in the amount of $ 16,027.60 including H.S.T. for maintenance culverts.

7.6.3 Jason & Julie Otten – Development Agreement & Holding Symbol Removal

a) Staff Report
b) Road Construction Agreement & By-Law
c) Holding Symbol Removal By-Law

We have provided Council with a copy of the report prepared by County of Huron Planner Celina Whaling-Rae with respect to the Jason & Julie Otten proposed removal of the Holding Symbol for their property. As a condition of the removal of the Holding Zone, the owners are to enter into a Development Agreement, which sets out the road construction required under the proposed zoning. We have provided Council with a copy of the Road Construction Agreement signed by the owners, the Authorizing By-Law, and the

By-Law to remove the holding symbol in anticipation of the approved Road Construction Agreement. Ms. Whaling-Rae will be available this morning.

STAFF COMMENTS: That Council accepts and adopts the Road Construction Agreement as provided and authorize the signing of such by by-law in Section 14. Furthermore, that Council adopt the by-law for the removal of the Holding Symbol in Section 14.

7.6.4 Agreement of Purchase and Sale – Foster

As a follow-up to the In-Camera Session of May 19, 2020 we have provided Council with a copy of the Purchase and Sale Agreement for the purchase of part of PK Lot 11, W/S London RD, Plan 136 Ashfield, along with a copy of the authorizing by-law. Ms. Witherspoon will be available this morning.

STAFF COMMENTS: That Council adopt the by-law in Section 14 authorizing the signing of the Purchase and Sale Agreement.

7.7 Environmental Services

No items scheduled.

7.8 Committee Reports

8.0 NEW BUSINESS

No items scheduled.

9.0 CORRESPONDENCE / DIRECTION REQUIRED

No items scheduled.

10.0 CORRESPONDENCE / FOR INFORMATION PURPOSES

10.1 ROMA 2021 Conference Virtually – January 25-26, 2021
10.2 OGRA 2021 Conference Virtually – February 22-25, 2021

11.0 CORRESPONDENCE / ON COUNCIL TABLE

No items scheduled.

12.0 UNFINISHED BUSINESS

12.1 Ministry of Agriculture, Food & Rural Affairs - Economic Development & Planning Forum

Mayor McNeil, Deputy Mayor Watt, Councillor Miltenburg, and Councillor Snobelen have been registered for this forum on November 18th and 19th.

STAFF COMMENTS: Reminder only.

12.2 Community Spaces, Faith Places Rural Virtual Conference

All of Council were going to register themselves for this conference on November 24th.

STAFF COMMENTS: Reminder only.

12.3 Port Albert Servicing Master Plan – Public Information Meeting

Saturday, December 5th starting at 10:00 a.m. – Via Zoom

STAFF COMMENTS: Reminder only.

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 remaining in attendance at a.m. for the purpose of discussing: 1) Personal matters related to employees and identifiable individuals.

~

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 MacDonald Zoning By-Law Amendment

Moved by
Seconded by

ZONING AMENDMENT BY-LAW	THAT leave be given to introduce By-Law #80-2020 being a by-law to amend zoning by-law #32-2008 as amended for the Township of Ashfield-Colborne-Wawanosh, and that it now be read severally a first, second, and third time, and finally passed this 3rd day of November 2020.

14.2 Otten Zoning By-Law Holding Symbol Removal

Moved by
Seconded by

OTTEN HOLDING SYMBOL REMOVAL BY-LAW	THAT leave be given to introduce By-Law #79-2020 being a by-law to amend zoning by-Law #32-2008, for the Township of Ashfield-Colborne-Wawanosh, and that it now be read severally a first, second, and third time, and finally passed this 3rd day of November 2020.

14.3 Lucknow & District Joint Boards (Collins) Snow Removal Contract By-Law

Moved by
Seconded by

COLLINS SNOW REMOVAL BY-LAW	THAT leave be given to introduce By-Law #76-2020 being a by-law to authorize the execution of a snow removal contract between the Township of Ashfield-Colborne-Wawanosh and Lloyd Collins Construction, and that it now be read severally a first, second, and third time, and finally passed this 3rd day of November 2020.

14.4 Woodbine Pork Inc. Agreement By-Law

Moved by
Seconded by

WOODBINE LAND RENT BY-LAW	THAT leave be given to introduce By-Law #75-2020 being a by-law to authorize the execution of a land rental agreement between the Township of Ashfield-Colborne-Wawanosh and Woodbine Pork Inc., and that it now be read severally a first, second, and third time, and finally passed this 3rd day of November 2020.

14.5 Council Members – Remuneration By-Law

Moved by
Seconded by

COUNCIL REMUNERATION BY-LAW	THAT leave be given to introduce By-Law #77-2020 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 3rd day of November 2020.

14.6 Otten Road Construction Agreement By-Law

Moved by
Seconded by

OTTEN AGREEMENT BY-LAW	THAT leave be given to introduce By-Law #73-2020 being a by-law to authorize the execution of a Road Construction Agreement between Jason and Julie Otten and the Township of Ashfield-Colborne-Wawanosh, and that it now be read severally a first, second, and third time, and finally passed this 3rd day of November 2020.

14.7 Agreement Township Purchase from Foster By-Law

Moved by
Seconded by

FOSTER PURCHASE BY-LAW	THAT leave be given to introduce By-Law #74-2020 being a by-law to authorize the transfer of certain lands in the Township of Ashfield-Colborne-Wawanosh from Kevin Foster, and that it now be read severally a first, second, and third time, and finally passed this 3rd day of November 2020.

14.8 Warren Zinn Municipal Drain 2020 Levying By-law

Moved by
Seconded by

WARREN ZINN MUNICPAL DRAIN 2020 LEVYING BY-LAW	THAT leave be given to introduce By-Law #81-2020 being a by-law to amend By-Law #45-2020, being a by-law to provide for the construction of a municipal drain, to be known as the Warren Zinn Municipal Drain 2020, in the Township of Ashfield-Colborne-Wawanosh and to provide for the levying of costs, and that it now be read severally a first, second, and third time, and finally passed this 3rd day of November 2020.

14.9 McNain Municipal Drain 2015 Levying By-law

Moved by
Seconded by

McNAIN MUNICPAL DRAIN 2015 LEVYING BY-LAW	THAT leave be given to introduce By-Law #82-2020 being a by-law to amend By-Law #15-2018, being a by-law to provide for the construction of the improvement to the McNain Municipal Drain in the Township of Ashfield-Colborne-Wawanosh and to provide for the levying of costs, and that it now be read severally a first, second, and third time, and finally passed this 3rd day of November 2020.

14.10 Confirmation By-Law

Moved by
Seconded by

CONFIRMATION BY-LAW	THAT leave be given to introduce By-Law #78-2020 being a by-law to confirm the proceedings of the Township of Ashfield-Colborne-Wawanosh meeting held on November 3, 2020, and that it now be read severally a first, second, and third time, and finally passed this 3rd day of November 2020.

~

15.0 <u>ADJOURNMENT</u>

Moved by
Seconded by

ADJOURN	THAT Ashfield-Colborne-Wawanosh Township Council does now adjourn to meet again on November 17, 2020 at 9:00 a.m. or at the Call of the Mayor.

~

TOWNSHIP OF
ASHFIELD - COLBORNE - WAWANOSH

Council Minutes
October 19, 2020

Township of Ashfield-Colborne-Wawanosh Council met in special session on the 19th day of October 2020, at 9:00 a.m. through Zoom, an online video conferencing platform.

This meeting is being held electronically as per By-Law #52-2020, Section 3.10 which allows for Electronic Participation of Council Meetings.

The following individuals were participants during the Council Meeting:

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

Staff Present

CAO/Deputy-Clerk	Mark Becker

OTHERS PRESENT VIA ZOOM: Ben Cornell.

1.0 CALL TO ORDER

Mayor Glen McNeil.

This special meeting was called to review the 2020 Wage Market Comparison and Pay Equity Review completed by Ben Cornell of Ward & Uptigrove Human Resources Solutions.

2.0 DISCLOSURE OF PECUNIARY INTEREST / POTENTIAL CONFLICT OF INTEREST

None disclosed.

3.0 DELEGATIONS

3.1 9:00 a.m. – Ward & Uptigrove Human Resources Solutions / Ben Cornell

2020 Wage Market Comparison and Pay Equity Review

Refer to "In-Camera Session"
(personal matters related to employees and identifiable individuals)

4.0 IN-CAMERA / CLOSED SESSION

Moved by Miltenburg
Seconded by Forster

MOVE TO IN-CAMERA

THAT Ashfield-Colborne-Wawanosh Township Council move into an "In-Camera" session, with the CAO/Deputy-Clerk and Ben Cornell from Ward & Uptigrove Human Resources Solutions remaining in attendance at 9:01 a.m. for the purpose of discussing:

1) Personal matters related to employees and identifiable individuals.

Carried.

~

4.1 RETURN TO OPEN SESSION

Moved by Snobelen
Seconded by Forster

RISE FROM IN-CAMERA

THAT Ashfield-Colborne-Wawanosh Township Council rise from an "In-Camera" session at 10:29 a.m.

Carried.

5.0 BUSINESS ARISING FROM IN-CAMERA / CLOSED SESSION

2020 Wage Market Comparison and Pay Equity Review

ACTION: Council reviewed the presentation as prepared and presented by Ben Cornell of Ward & Uptigrove Human Resource Solutions and support staff on moving forward as outlined in the presentation.

6.0 ADJOURNMENT

Moved by Watt
Seconded by Fisher

ADJOURN

THAT Ashfield-Colborne-Wawanosh Township Council does now adjourn to meet again on October 20, 2020 at 9:00 a.m. or at the Call of the Mayor.

Carried.

~

_____
Mayor, Glen McNeil

_____
CAO/Deputy-Clerk, Mark Becker

TOWNSHIP OF
ASHFIELD - COLBORNE - WAWANOSH

Council Minutes
October 20, 2020

Township of Ashfield-Colborne-Wawanosh Council met in regular session on the 20th day of October 2020, at 9:00 a.m. through Zoom, an online video conferencing platform.

This meeting is being held electronically as per By-Law #52-2020, Section 3.10 which allows for Electronic Participation of Council Meetings.

The following individuals were participants during the Council Meeting:

Mayor	Glen McNeil
Deputy Mayor	Roger Watt
Councillors	Gloria Fisher
	Wayne Forster
	Jennifer Miltenburg / arrived 9:30 a.m.
	Anita Snobelen
	Bill Vanstone

Staff Present

CAO/Deputy-Clerk	Mark Becker
Treasurer	Ellen McManus
Chief Building Official	Brett Pollock
Public Works Superintendent	Brian Van Osch
Clerk	Florence Witherspoon

OTHERS PRESENT VIA ZOOM (Viewing and Observing Only): Celina Whaling-Rae, Cindy Austin, Doug Culbert, and Anita Frayne.

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 6, 2020

Moved by Snobelen
Seconded by Watt

ADOPT COUNCIL MINUTES	#1	THAT Ashfield-Colborne-Wawanosh Township Council hereby adopts the October 6, 2020 Council Meeting Minutes as written. Carried.

4.0 OPEN FORUM (items pertaining to the agenda)

Cindy Austin representing the applicant addressed Council with respect to Section 5.3 (b) the Estate of Dorothy Brindley (Cooke, Austin, Brindley) Consent Files #C64/20 and #C65/20.

5.0 DELEGATIONS

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

John Miller Zoning By-Law Amendment Application #Z04-20

Moved by Forster
Seconded by Vanstone

ADJOURN COUNCIL MEETING	#2	THAT Ashfield-Colborne-Wawanosh Township Council hereby adjourns their regular Council Meeting.

Carried.

Moved by Watt
Seconded by Fisher

OPEN PUBLIC MEETING	#3	THAT Ashfield-Colborne-Wawanosh Township Council hereby opens the Planning Advisory Committee Public Meeting to deal with Zoning By-Law Amendment Application received from John Miller.

Carried.

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 reviewed the application with the Planning Advisory Committee.

TOWNSHIP OF ASHFIELD-COLBORNE-WAWANOSH PLANNING ADVISORY COMMITTEE MEETING

Call to order

Declaration of Pecuniary Interests

None declared.

Purpose

The purpose of this Public Meeting is to consider changing the zoning on the property at Concession 13, East Part of Lot 23, (Wawanosh Ward) 38096 Zion Road, in the Township of Ashfield-Colborne-Wawanosh.

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

An application was submitted by John Miller to the Township of Ashfield-Colborne-Wawanosh and considered complete on July 20, 2020.

Notice of the Public Meeting was mailed by the municipality to all property owners within 400 feet of the property on September 29, 2020 and notice was posted on the subject property.

Comments:

1) Huron County Planner

   Ms. Whaling-Rae reviewed the application with the Planning Advisory Committee.

2) Applicant and/or Agent

   No comments.

3) Others

   No comments.

4) Council's Questions and/or Comments.

No 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 Local Planning Appeal Tribunal (LPAT) 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 mailed, where submissions will be received by the Clerk.
- If an objection is received, an appeal is lodged with the Local Planning Appeal Tribunal (LPAT) 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 Council does not pass the by-law, the applicant may appeal to the LPAT.
- 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 and to the applicant.

Recommendation of the Huron County Planner

It is recommended that Zoning By-Law Amendment Application Z04-20 be approved.

Recommendation of the Planning Advisory Committee

It is recommended that Zoning By-Law Amendment Application Z04-20 be approved.

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

No public comments were received on this application so there was no effect on the decision.

Agency comments were received in support of the application, the effect of which resulted in a decision to approve the application.

Adjournment

That there being no further business, the Public Meeting be hereby closed at 9:10 a.m.

		Moved by Snobelen Seconded by Forster	
CLOSE PUBLIC MEETING	#4	THAT Ashfield-Colborne-Wawanosh Township Council hereby closes the Planning Advisory Committee Public Meeting.	Carried.
		Moved by Snobelen Seconded by Vanstone	
RECONVENCE COUNCIL MEETING	#5	THAT Ashfield-Colborne-Wawanosh Township Council hereby reconvenes their regular Council Meeting.	Carried.

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

Brian and Janine Orchard - Minor Variance Application File #MV11/20

Moved by Watt
Seconded by Fisher

OPEN COMMITTEE OF ADJUSTMENT MEETING	#6	THAT Ashfield-Colborne-Wawanosh Council hereby adjourns the regular Council Meeting and hereby opens their Committee of Adjustment Meeting and Hearing to review the Brian and Janine Orchard Minor Variance Application. Carried.

We have provided Council with a copy of the report prepared by the County Planner, Celina Whaling-Rae, in regard to this application. Ms. Whaling-Rae reviewed the application with the Committee of Adjustment.

STAFF COMMENTS: That this application for minor variance be approved subject to the following conditions:

- That the structure be located within the footprint contained on the site plan that accompanied the application.
- That the structure be constructed as shown in the elevation drawing that accompanied the application.
- That the variances' approval be valid for a period of 18 months from the date of the Committee's decision.

PUBLIC COMMENTS:

No comments.

APPLICANT COMMENTS:

No comments.

ACTION: Council agreed to approve the application as submitted subject to the conditions as outlined in the Planner's Report.

Moved by Snobelen
Seconded by Vanstone

APPROVE ORCHARD APPLICATION	#7	THAT Ashfield-Colborne-Wawanosh Committee of Adjustment hereby agrees to approve the Brian and Janine Orchard Minor Variance Application as submitted, subject to the conditions as noted in the Planner's Report. Carried.

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

No public comments were received on this application so there was no effect on the decision.

Agency comments were received in support of the application, the effect of which resulted in a decision to approve the application.

Moved by Forster
Seconded by Watt

CLOSE COMMITTEE OF ADJUSTMENT	#8	THAT Ashfield-Colborne-Wawanosh Committee of Adjustment hereby closes their meeting. Carried.

Moved by Snobelen
Seconded by Fisher

RECONVENCE REGULAR COUNCIL MEETING	#9	THAT Ashfield-Colborne-Wawanosh Township Council hereby reconvenes the regular Council Meeting of October 20, 2020. Carried.

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

a) James & Bonnie Lavell - Consent File #C63/20

We have provided Council with a copy of the report prepared by Celina Whaling-Rae in regard to the application for consent received from James & Bonnie Lavell. 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 this application for consent be granted subject to the conditions as outlined in the Planner's Report.

Furthermore, with respect to the recommended Condition #8 that *"the severed parcel be re-zoned to "Communications and Utility (U)" to the satisfaction of the Township",* the condition will remain but the Township will complete this in their next Housekeeping Zoning Amendment By-Law.

b) Estate of Dorothy Brindley (Cooke, Austin, Brindley)
Consent Files #C64/20 and #C65/20

We have provided Council with a copy of the report prepared by Celina Whaling-Rae in regard to the application for consent received from the Estate of Dorothy Brindley (Cooke, Austin, Brindley). Ms. Whaling-Rae reviewed the applications with Council.

STAFF COMMENTS: We seek your direction.

ACTION:

#C64/20

Council agreed to recommend to the County of Huron that this application for consent be granted subject to the conditions as outlined in the Planner's Report except for recommended Condition #8 that *"the barn on the severed parcel be removed to the satisfaction of the Township".* Council recommend that this condition be removed and allow the barn to remain on the parcel of land.

Council further agreed to recommend a condition that the applicant must obtain a "Change of Use Permit" for the said barn.

Furthermore, Council agreed to recommend a condition that the applicant must apply for a rezoning of the property to address the barn.

#C65/20

Council agreed to recommend to the County of Huron that this application for consent be granted subject to the conditions as outlined in the Planner's Report.

6.0 ACCOUNTS

6.1 Payment of Current Accounts as Presented

Moved by Fisher
Seconded by Watt

APPROVE ACCOUNTS #10 THAT Ashfield-Colborne-Wawanosh Township Council hereby authorizes the payment of the October 2020 accounts as presented.

Carried.

6.2 Payment of Previous Month Actual Accounts

Moved by Forster
Seconded by Watt

APPROVE ACTUAL PAYMENTS #11 THAT Ashfield-Colborne-Wawanosh Township Council hereby approves the payment of the September 2020 accounts in the amount of $ 2,574,439.46.

Carried.

~

6.3 Summary Revenue/Expenditure Reports

Reports for the Township, Lucknow & District Fire Department, Lucknow & District Medical Centre, and Lucknow & District Recreation from January to September 2020.

Moved by Vanstone
Seconded by Miltenburg

REVENUE EXPEND-ITURE REPORT	#12	THAT Ashfield-Colborne-Wawanosh Township Council adopts the summary revenue/expenditure reports of the Treasurer as written.	Carried.

7.0 DEPARTMENT / COMMITTEE REPORTS

7.1 Water Department

7.1.1 Source Water – Risk Management Services

We have provided Council with a copy of the report prepared by Clerk Florence Witherspoon with respect to Risk Management Services along with a copy of the agreement and authorizing by-law. Ms. Witherspoon was available this morning.

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.

7.1.2 South Lucknow Distribution System – Ministry of the Environment Inspection Report

We have provided Council with a copy of the South Lucknow Distribution System Inspection Report.

STAFF COMMENTS: For your information purposes.

ACTION: Noted and filed.

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 By-Law Enforcement Officers Report

We have provided Council with a copy of the By-Law Enforcement Officers Report.

STAFF COMMENTS: For your information purposes.

ACTION: Noted and filed.

7.5.2 Snow Removal Contracts / Lucknow & District Joint Boards – Update

Lucknow & District Medical Centre
Lucknow & District Fire Hall
Lucknow & District Sports Complex

We called for snow removal tenders in 2015 and awarded the contract to Lloyd Collins Construction at $95 per hour for their payloader. We contact them each year, to confirm that they will provide the same service as in the past at the current rate.

This year they have requested an increase to $120 per hour for their payloader due to rising inflation and mainly insurance costs. Lloyd Collins Construction have not had an increase in their hourly rate for 5 years.

In 2015 only Lloyd Collins Construction submitted a tender, as there are no other contractors in the area that perform this type of work, or have equipment this size to complete the snow removal.

Therefore, staff recommends that we extend the contract with Lloyd Collins Construction for the three Boards at the revised rate of $120 per hour.

STAFF COMMENTS: We seek your direction.

ACTION: Council agreed to have staff work with the contractor on extending the contract for a specific time period as well as including an annual cost of living increase for the term of the contract with Lloyd Collins Construction for the three Joint Boards. The contract will come back to Council for adoption.

7.5.3 Ministry of Municipal Affairs and Housing – Safe Restart Agreement

We have provided Council with a copy of the letter received with respect to Phase 2 of the Municipal Operating Funding Stream. The Township of Ashfield-Colborne-Wawanosh have now received the payment of $189,100 to support the COVID-19 operating costs and pressures under the Phase 1 of the Municipal Operating Fund Stream. We have provided Council with a copy of the report prepared by Treasurer Ellen McManus in this regard. Ms. McManus was available this morning.

STAFF COMMENTS: We seek your direction.

ACTION: Council agreed that no application will be made with respect to Phase 2.

Staff will investigate whether or not subsidizing local community groups who have been affected by COVID19 would be an eligible expense under the Phase 1 Safe Restart agreement. Council further requested that clarification be sought whether the Community Support Co-ordinator position could be funded through this agreement as well.

Staff will bring back their findings to a future meeting.

7.6 <u>Public Works Department</u>

7.6.1 Port Albert Right of Way – Elm Lane

We have provided Council with a copy of the report prepared by Clerk Florence Witherspoon with respect to the above noted right of way. Ms. Witherspoon was available this morning.

STAFF COMMENTS: For your information purposes.

ACTION: Council concurred with the recommendations of staff and no action be taken.

7.6.2 Sale of Equipment – Results

Staff had listed the following items on GovDeals Auction Website for sale and at the close of the auction, each item was sold respectively, less the GovDeals fee of 7.5%.

Van Trailer (53 feet)	Not Sold
Sterling Tandem Plow (2005)	$ 4,300
GMC Pickup (2011)	$ 6,960

STAFF COMMENTS: For your information purposes.

ACTION: Noted.

7.6.3 Temporary Closing of Certain Township Roads

We have provided Council with a copy of the by-law to consent to the temporary closing of certain Township Roads for No Winter Maintenance. Mr. Van Osch was available this morning.

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

ACTION: Council agreed to adopt the by-law in Section 14.

7.6.4 Reid Farm Property

As Council may recall, we purchased the lands in the spring of 2020, and we rented the lands to the existing renter Sebastian Kraft for the 2020 calendar year only. We have other lands that we rent out and would like them all to expire the same time. Staff is recommending that we call for interested parties to rent the said lands for two years to accommodate the expiry dates. Sebastian Kraft is the neighbour to the west who is the only individual who would have access to the 14 acres of our farm property in light of the river. The balance of the lands of 36 acres could be rented to any interested individual.

STAFF COMMENTS: That Council agree to call for interested parties to rent the accessible lands of 36 acres, and offer Sebastian Kraft the 14 acres at the current price plus 2.5% increase every year thereafter until terminated by either party. The 2020 price was $196.92 per acre. We seek your direction.

ACTION: Council supported the staff recommendations as outlined above.

7.6.5 Tree Planting Program / 2021

As Council may recall, we established a policy, in regards to purchasing and distributing trees to property owners at the costs of $10 a tree. We ordered 250 trees for 2020 with the net result of the program costing the Township $ 6,412.78. Does Council still want to proceed with the program?

STAFF COMMENTS: We seek your direction.

ACTION: Council agreed to proceed with placing a tree order for the 2021 Tree Planting Program. Staff will place the same order as in 2020.

7.7 <u>Environmental Services</u>

No items scheduled.

7.8 <u>Committee Reports</u>

Councillor Wayne Forster reported on the Coalition for Huron Injury Prevention (CHIP) meeting.

Councillor Jennifer Miltenburg reported on the Dungannon Community Alliance Committee.

8.0 <u>NEW BUSINESS</u>

No items scheduled.

9.0 <u>CORRESPONDENCE / DIRECTION REQUIRED</u>

No items scheduled.

10.0 <u>CORRESPONDENCE / FOR INFORMATION PURPOSES</u>

10.1 Port Albert & District Recreation Society (Petrie Park Committee) – Minutes
10.2 Dungannon Community Alliance - Minutes
10.3 Ministry of Agriculture, Food & Rural Affairs - Economic Development & Planning Forum

STAFF COMMENTS: Mayor McNeil, Deputy Mayor Watt, and Councillor Miltenburg have been registered as early bird registrations.

ACTION: Councillor Anita Snobelen has requested to attend as well.

10.4 OGRA 2021 Conference Virtually – February 22-25, 2021

ACTION: Councillor Wayne Forster is interested in this conference.

10.5 County of Wellington Resolution – Aggregate Resource Property Valuation

ACTION: Support.

10.6 Township of Blandford-Blenheim Resolution – Cannabis Grow Operations

ACTION: Support.

10.7 Community Spaces, Faith Places Rural Virtual Conference – November 24th

ACTION: All of Council will be registered.

11.0 CORRESPONDENCE / ON COUNCIL TABLE

No items scheduled.

12.0 UNFINISHED BUSINESS

12.1 Port Albert Servicing Master Plan – Public Information Meeting

Saturday, December 5th starting at 10:00 a.m. – Via Zoom

STAFF COMMENTS: Reminder only.

ACTION: Noted.

13.0 IN-CAMERA / CLOSED SESSION

No items scheduled.

14.0 BY-LAWS

14.1 Miller Zoning By-Law Amendment

Moved by Vanstone
Seconded by Snobelen

ZONING AMENDMENT BY-LAW	#13	THAT leave be given to introduce By-Law #70-2020 being a by-law to amend zoning by-law #32-2008 as amended for the Township of Ashfield-Colborne-Wawanosh, and that it now be read severally a first, second, and third time, and finally passed this 20th day of October 2020.

Carried.

14.2 Source Water Protection Risk Management Services By-Law

Moved by Watt
Seconded by Miltenburg

SOURCE WATER PROTECTION RISK MANAGEMENT BY-LAW	#14	THAT leave be given to introduce By-Law #69-2020 being a by-law to authorize the execution of an agreement between the Township of Ashfield-Colborne-Wawanosh and the Ausable Bayfield Conservation Authority, and that it now be read severally a first, second, and third time, and finally passed this 20th day of October 2020.

Carried.

14.3 Temporary Closing of Certain Township Roads (No Winter Maintenance) By-Law

Moved by Forster
Seconded by Fisher

NO WINTER MAINTENANCE ROADS BY-LAW	#15	THAT leave be given to introduce By-Law #71-2020 being a by-law to consent to the temporary closing of certain Township Roads in the Township of Ashfield-Colborne-Wawanosh, and that it now be read severally a first, second, and third time, and finally passed this 20th day of October 2020.

Carried.

14.4 Confirmation By-Law

Moved by Forster
Seconded by Miltenburg

CONFIRMATION BY-LAW	#16	THAT leave be given to introduce By-Law #72-2020 being a by-law to confirm the proceedings of the Township of Ashfield-Colborne-Wawanosh meeting held on October 20, 2020, and that it now be read severally a first, second, and third time, and finally passed this 20th day of October 2020.

Carried.

~

15.0 ADJOURNMENT

Moved by Watt
Seconded by Snobelen

ADJOURN #17 THAT Ashfield-Colborne-Wawanosh Township Council does now adjourn to meet again on November 3, 2020 at 9:00 a.m. or at the Call of the Mayor.

Carried.

~

_____ _____

Mayor, Glen McNeil CAO/Deputy-Clerk, Mark Becker

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

To: Township of Ashfield-Colborne-Wawanosh, Mayor, and Members of Council
From: Celina Whaling-Rae, Planner
Date: October 28, 2020

Re: Zoning By-law Amendment Application Z05-20
Concession 1 Western Division, Part Lots 1 & 2 (Colborne), Township of Ashfield-Colborne-Wawanosh, known municipally as 81368 Westmount Line

Owners/Applicant: John K. MacDonald (John K. MacDnald & Carolyn Porter MacDonald)

This report is submitted to Ashfield-Colborne-Wawanosh (ACW) Council for the Council Meeting on November 3rd, 2020.

RECOMMENDATION
It is recommended that Zoning By-law Amendment Application Z05-20 be **approved.**

PURPOSE
The purpose of the proposed Zoning By-law Amendment is to fulfill a condition attached to Consent Application C54/20 requiring the severed and retained parcels to be re-zoned to the satisfaction of the Township. This will have the effect of (i) removing the Future Development zoning from the subject property, (ii) allowing the severed parcel to be used for residential development, and (iii) allowing for the continuation of existing uses on the retained parcel.

REVIEW
The entirety of the subject property is 37 acres, and is presently zoned 'Future Development – Special Zone (FD1)' and 'Natural Environment (NE1)'. It is designated Village/Hamlet and Natural Environment in the ACW Official Plan. The FD-1 special zone stipulates that:

> Notwithstanding the provisions of this by-law to the contrary those lands zoned FD-1 shall permit accessory structures not exceeding 350 square metres in total floor area and may be used for a maximum of 6 nutrient units which shall be restricted to horses. Associated livestock buildings shall be located in accordance with Section 4.4.3 and a minimum of 85 metres from a VR1 or FD zone and all manure or material storage shall be located to the rear of the livestock building and no closer than 100 metres from a VR1 or FD zone.

Consent application C54/20 resulted in the conditional approval of the severance of a 2954.2 square metre (0.73 acre) parcel from the subject property for residential purposes (demonstrated in Figure 1). The severed parcel is vacant, while the retained parcel contains a single detached residence and two sheds.

In accordance with the Settlement Area policies of the ACW Official Plan, lands zoned Future Development are intended to be subdivided for future Village/Hamlet uses. The severed parcel conditionally created through C54-20 requires a re-zoning to 'Village/Hamlet Residential – Low Density (VR1)' to be used residentially as intended. Further, when evaluating C54-20, there was concern with regard to future access to the rear of the property via road infrastructure. Since the existing building configuration on the retained parcel limits capacity to further develop the property, it was agreed upon between ACW staff, the planning department, and the owners that it would be best for the property to be re-zoned and the Future Development zoning to be allocated elsewhere in the Township. As such, it is proposed in this Zoning By-law Amendment application that the portion of the retained parcel zoned FD-1 be re-zoned to 'Village/Hamlet Residential – Low Density – Special Zone (VR1-19)' to allow for the continuation of existing

uses and for the Future Development zoning to be allocated elsewhere at a later date. The VR1-19 zone will allow for the same provisions of the FD-1 zone:

> Notwithstanding the provisions of this by-law to the contrary, those lands zoned VR-19 shall permit accessory structures not exceeding 350 square metres in total floor area and may be used for a maximum of 6 nutrient units which shall be restricted to horses. Associated livestock buildings shall be located in accordance with Section 4.4.3 and shall be a minimum of 85 metres from a VR1 or FD zone, and all manure or material storage shall be located to the rear of the livestock building and not closer than 100 metres from a VR1 or FD zone.

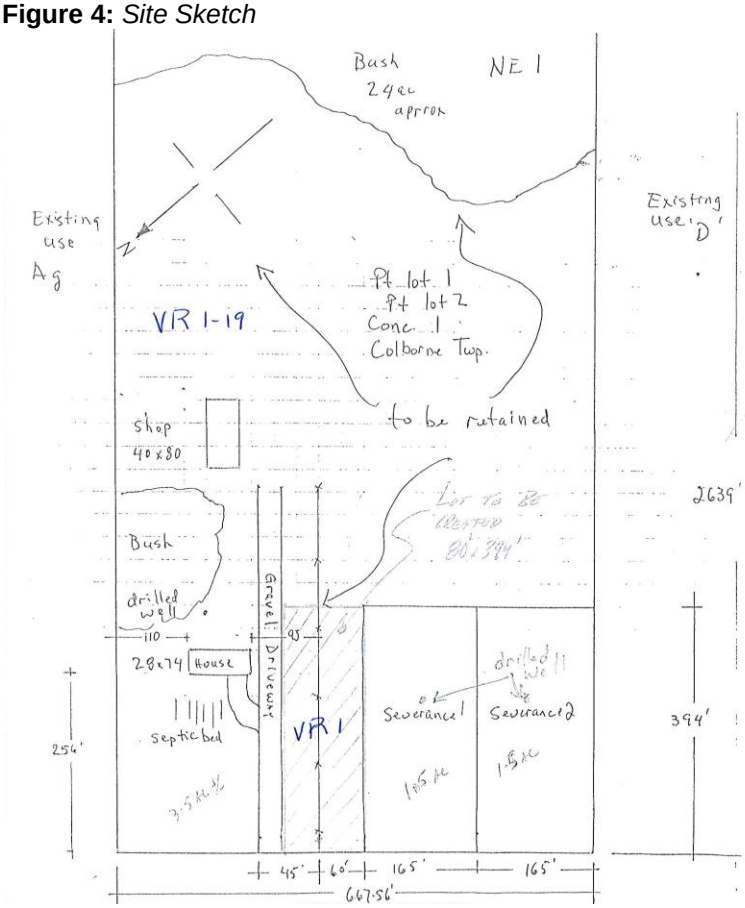
This special provision will ensure that said use does not pose any disturbance to neighbouring properties.

Figure 1: *Aerial of Subject Property* (severed outlined in red, retained outlined in blue)

Figure 2: *Area to be Zoned VR1*

Figure 3: *Area to be Zoned VR1-19*

Figure 4: *Site Sketch*



No comments were received by neighbours or Maitland Valley Conservation Authority (MVCA) on this application. ACW staff are supportive of the proposal.

COMMENTS

	Not Received	No Concerns	Concerns	See Conditions / Comment
Neighbours	✓			
ACW Staff		✓		ACW staff are supportive of the proposal.
Maitland Valley Conservation Authority (MVCA)	✓			

SUMMARY

It is recommended that Zoning By-law Amendment application Z05-20 be approved.

Sincerely,

Celina Whaling-Rae

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 8, 2020
FILE: ACW Z05-20 MacDonald

Notice of Public Meeting

For a Proposed Zoning By-law Amendment Application
Planning Act, R.S.O. 1990, cP. 13., S. 34

A change is proposed in your neighbourhood**.** A Zoning By-law Amendment application has been received that, if approved, would amend the zoning on two portions of the subject property.

You are being notified of this application because your name appears on the assessment roll for properties within 120 metres of the subject lands, or you are an agency requiring notice.

You are invited to participate in an *online* Public Meeting on Tuesday, November 3rd, 2020 at 9:00am. During this time, the Township of Ashfield-Colborne-Wawanosh Council will be considering the change.

Owner/Applicant: John MacDonald (John MacDonald & Carolyn Porter MacDonald)

Location of Property: Concession 1 Western Division, Part Lots 1 and 2 (Colborne) (81368 Westmount Line) Note: the subject property is outlined in orange in the above map. The areas proposed to be re-zoned are outlined in yellow and red in the respective maps below.

The Proposed Change

The purpose and effect of the proposed Zoning By-law Amendment (Application # ACW Z05-20) is to remove the 'Future Development – Special Zone (FD-1)' zoning provisions from the subject property. This is required for a portion of the area to be re-zoned, in order to fulfill a condition of approval for Consent Application C54-20. The applicant is proposing to re-zone this portion of the property (i.e. the new lot) to 'Village/Hamlet Residential – Low Density (VR1)' in order to permit residential development. The remainder of the subject area is proposed to be re-zoned to 'Village/Hamlet Residential – Low Density – Special Zone (VR1-19)'. The VR1-19 special zone is proposed to allow for an accessory structure which may contain a maximum of 6 nutrient units in the form of horses, as is currently permitted in the existing 'Future Development – Special Zone (FD-1)' provisions applying to the land.

Council of the Corporation of the Township of Ashfield-Colborne-Wawanosh considered this application to be complete on September 15, 2020. Maps showing the general location of the lands to which this Zoning By-law Amendment apply are shown in the draft by-law attached to this Notice.

Learn More

Further information regarding this application can be found at http://www.acwtownship.ca/property-development/planning-applications/**.** Questions may be directed to the Planner Celina Whaling-Rae at cwhalingrae@huroncounty.ca or by phoning 519-524-8394 extension 3. Once the municipal office re-opens, information about the application can also be obtained in-person between the hours of 8:30am and 4:00pm.

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, and 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 Township of Ashfield-Colborne-Wawanosh has closed the municipal office to the public. 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 http://www.acwtownship.ca/council/council-agendas-4/. 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 Local Planning Appeal 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 Local Planning Appeal Tribunal (LPAT) 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.

Privacy Disclosure

As one of the purposes of the Planning Act is to provide for planning processes that are open and accessible, all written submissions, documents, correspondence, e-mails or other communications (including your name and address) form part of the public record and will be disclosed/made available by the Township to such persons as the Township deems appropriate, including anyone requesting such information. Please note that by submitting any of this information, you are providing the Township with your consent to use and disclose this information as part of the planning process.

TOWNSHIP OF
ASHFIELD - COLBORNE - WAWANOSH

THE CORPORATION OF THE TOWNSHIP OF
ASHFIELD-COLBORNE-WAWANOSH

BY-LAW NUMBER 80-2020

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

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

NOW THEREFORE, the Council of the Corporation of the Township of Ashfield-Colborne-Wawanosh **ENACTS** as follows:

1. This by-law shall apply to Concession 1 Western Division, Part Lots 1 and 2 (Colborne), Township of Ashfield-Colborne-Wawanosh, as described and shown on the attached Schedules 1, 2, 3 & 4.

2. By-law 32-2008 is hereby amended by changing the provisions on the attached Schedule 3 for lands zoned 'Future Development – Special Provisions (FD-1)', the zone symbol on the lands designated 'Zone change from FD-1 (Future Development – Special Provisions) to VR1 (Village/Hamlet Residential – Low Density)' and 'Zone change from FD-1 (Future Development – Special Provisions) to VR1-19 (Village/Hamlet Residential – Low Density – Special Zones)'.

3. Section 18.9, VR1 Special Zones of By-Law 32-2008 is hereby amended by adding the following sub-section:

   "VR1-19
   Notwithstanding the provisions of this by-law to the contrary, those lands zoned VR1-19 shall permit accessory structures not exceeding 350 square metres in total floor area and may be used for a maximum of 6 nutrient units which shall be restricted to horses. Associated livestock buildings shall be located in accordance with Section 4.4.3 and shall be a minimum of 85 metres from a VR1 or FD zone, and all manure or material storage shall be located to the rear of the livestock building and not closer than 100 metres from a VR1 or FD zone.

4. Section By-law 32-2008, is hereby amended by replacing Key Map 13C with a new Key Map 13C, as attached on Schedule 3, which is declared to be part of this by-law.

5. All other provisions of By-law 32-2008 shall apply.

6. 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 3rd day of November 2020.

Read a THIRD TIME and FINALLY PASSED this 3rd day of November 2020.

Glen McNeil, Mayor

Mark Becker, CAO/Deputy Clerk

THE CORPORATION OF THE TOWNSHIP OF
ASHFIELD-COLBORNE-WAWANOSH
SCHEDULE 1
BY-LAW NUMBER 80-2020

By-law 80-2020 has the following purpose and effect:

1. The zoning by-law (*application #: ACW Z05-20*) changes the zoning on a portion of Concession 1 Western Division, Part Lots 1 and 2 (Colborne), Township of Ashfield-Colborne-Wawanosh.

   The purpose and effect of this Zoning By-law Amendment is to amend the zoning on the portion of the subject property currently zoned FD-1. A portion of this area previously approved to be severed shall be re-zoned to VR1 to permit residential development. The remainder of the area shall be rezoned to VR1-19 to maintain the existing special provisions which allow for the construction of accessory building(s) to house horses.

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

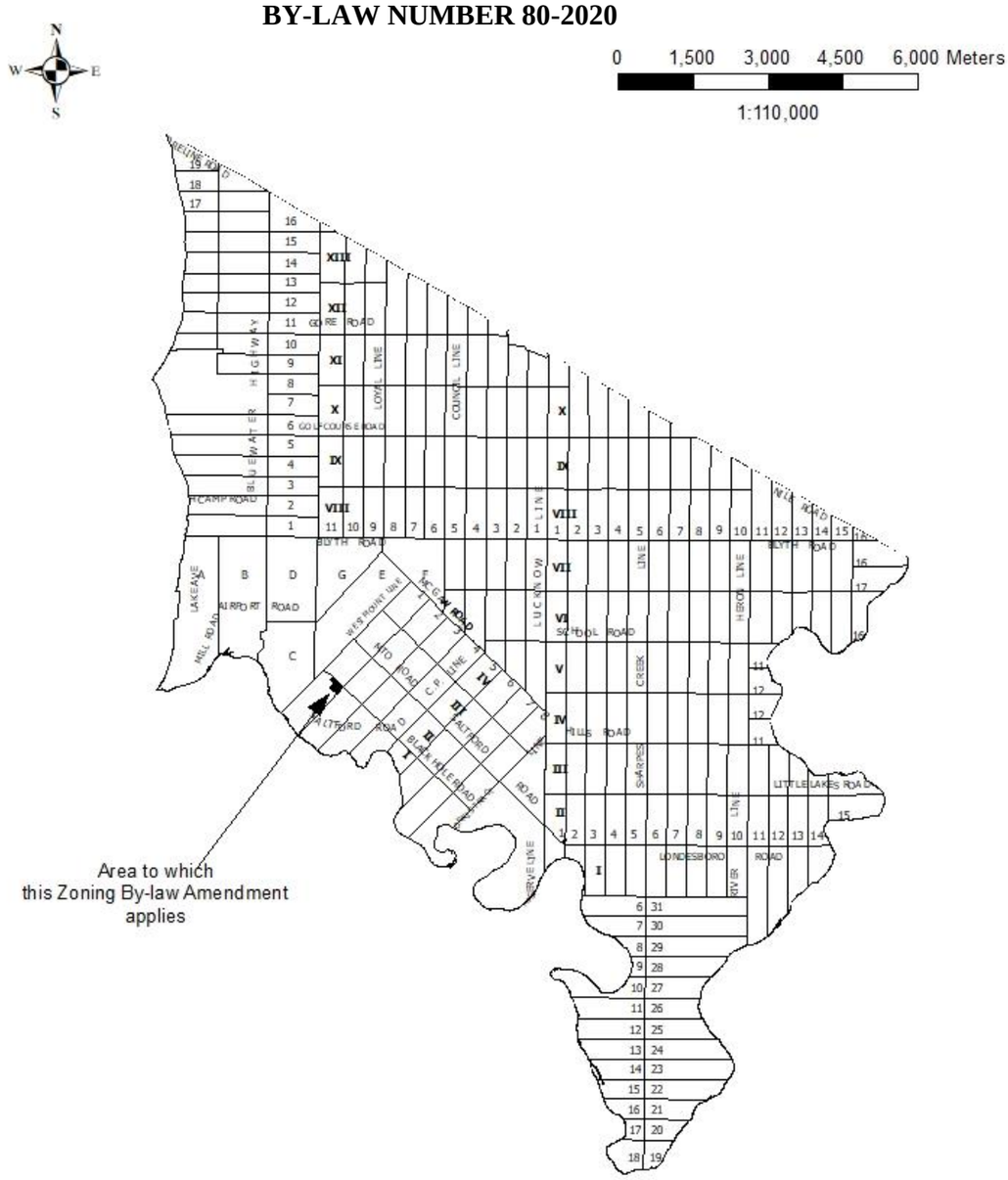
2. This by-law amends the Zoning By-law of the Corporation of the Township of Ashfield-Colborne-Wawanosh (32-2008).

3. The location map and key maps showing the location to which this by-law applies are found on the following pages and are entitled Schedule 2, 3 & 4.

THE CORPORATION OF THE TOWNSHIP OF
ASHFIELD-COLBORNE-WAWANOSH

SCHEDULE 2

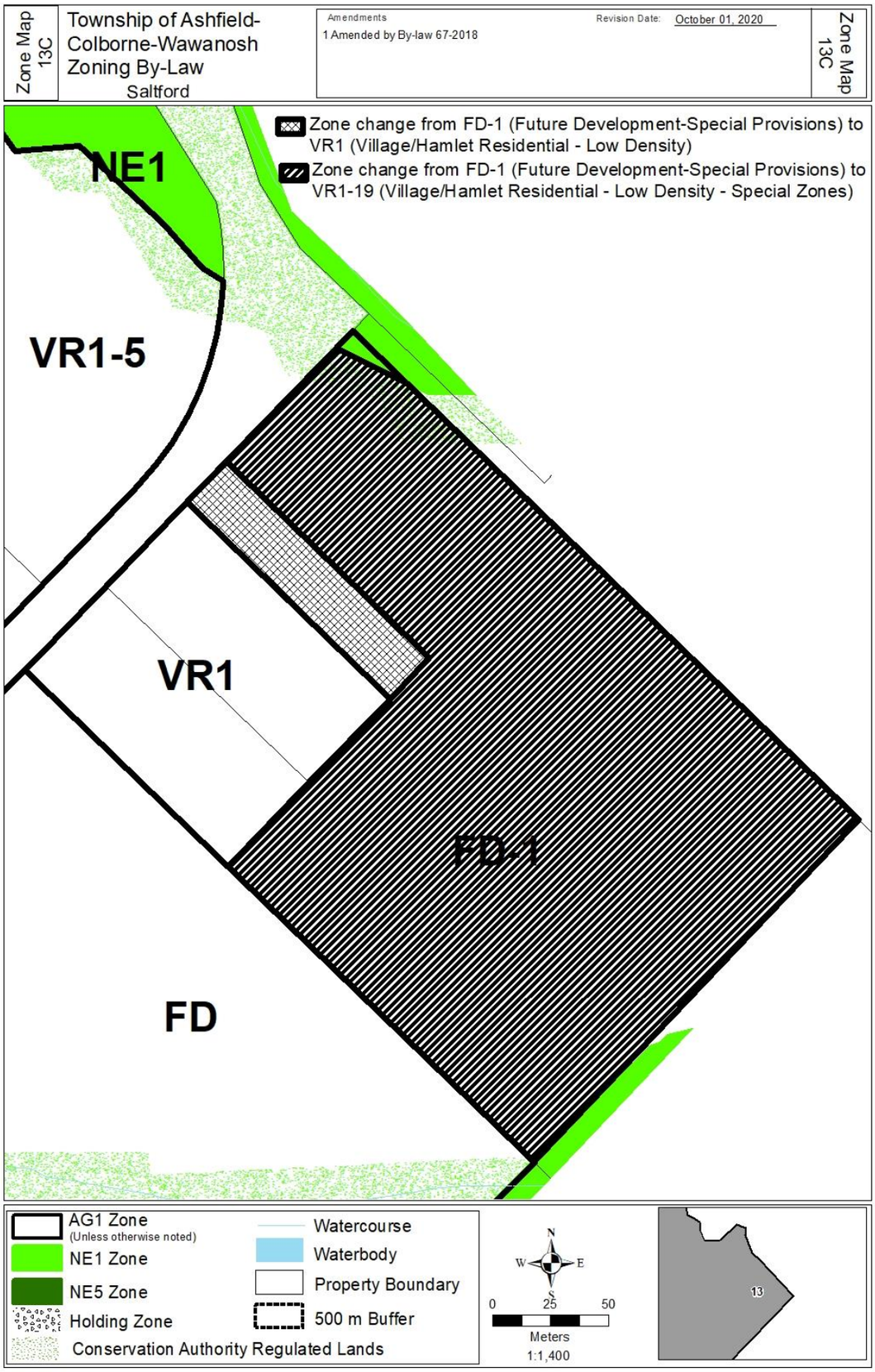
BY-LAW NUMBER 80-2020



THE CORPORATION OF THE TOWNSHIP OF
ASHFIELD-COLBORNE-WAWANOSH
SCHEDULE 3
BY-LAW NUMBER 80-2020

Zone Map 13C	Township of Ashfield-Colborne-Wawanosh Zoning By-Law Saltford	Amendments 1 Amended by By-law 67-2018 Revision Date: October 01, 2020	Zone Map 13C

THE CORPORATION OF THE TOWNSHIP OF
ASHFIELD-COLBORNE-WAWANOSH
SCHEDULE 4
BY-LAW NUMBER 80-2020



For office use only	File # 205-20
Received Sept 15	, 2020
Considered Complete _____	, 20 ____

MUNICIPALITY OF Ashfield Colborne Wawanosh

Application for Official Plan and/or Zoning By-law Amendment

A. THE AMENDMENT

1. TYPE OF AMENDMENT?

Official Plan Amendment [ ] Zoning By-law Amendment [X] Both [ ]

2. WHAT IS THE PURPOSE OF AND REASONS FOR THE PROPOSED AMENDMENT(S)?

As a condition of approved consent.

B. GENERAL INFORMATION

3. APPLICANT INFORMATION

a) Registered Owner's Name(s): John K. MacDonald & Carolyn Porter MacDonald

Address: 81368 Westmount Line

Phone: Home (519) 524-9166 Work ( ) Fax ( )

Email: cportermac@hotmail.com Cell (519) 525-9166

b) Applicant (Agent) Name(s): John MacDonald

Address: 81368 Westmount Line

Phone: Home (519) 524-9166 Work ( ) Fax ( )

Email: cportermac@hotmail.com Cell (519) 525-9166

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

Main Street Credit Union, 39 St David St Goderich.
519-524-8366

d) Send Correspondence To? Owner [X] Agent [ ] Other [ ]

4. WHAT AREA DOES THE AMENDMENT COVER?

a) [X] the "entire" property or

b) [ ] just a "portion" of the property

5. PROVIDE A DESCRIPTION OF THE ENTIRE PROPERTY:

Ward: Colborne

911 Address and Road Name: 81368 Westmount Line

Roll Number (if available): 4070 310 001 00105

Concession: 1 WD Lot: PT LOT 1 LOT 2 Registered Plan No.:

Area: 37 acres hectares Depth: metres Frontage (Width): metres

6. IS ANY OF THE LAND IN WELLHEAD PROTECTION AREA 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.

7. PROVIDE A DESCRIPTION OF THE AREA TO BE AMENDED IF ONLY A 'PORTION' OF THE PROPERTY:

Area: 13 acres hectares Depth: / metres Frontage (Width): / metres

8. WHAT IS THE CURRENT PLANNING STATUS?

VR + NE

Official Plan Designation: Village Hamlet + NE

Zoning: FD-1 NE1

9. LIST LAND USES THAT ARE PERMITTED BY CURRENT OFFICIAL PLAN DESIGNATION:

C. EXISTING AND PROPOSED LAND USES AND BUILDINGS

10. WHAT IS THE "EXISTING" USE OF THE LAND?

Residential

How long have the existing uses continued on the subject land: 1976 - 44 years

11. WHAT IS THE "PROPOSED' USE OF THE LAND?

Residential Horses

PROVIDE THE FOLLOWING DETAILS FOR ALL BUILDINGS: (Use a separate page if necessary)

Are any buildings proposed to be built on the subject land: Yes [X] No [ ]

		Existing	Proposed
a)	Type of Building(s)	Residential	Residential
b)	Main Building Height	shed - garden shed (m)	1400 □ ft (m)
c)	% Lot Coverage	200 □ m	
d)	# of Parking Spaces		
e)	# of Loading Spaces		
f)	Number of Floors		
g)	Total Floor Area	(sq. m)	sq. m)
h)	Ground Floor Area (exclude basement)		
i)	Building Dimensions		
j)	Date of Construction		

k) Setback from Buildings to:

Front of Lot Line 256' to house

Rear of Lot Line

Side of Lot Line 110' + 50'

D. EXISTING AND PROPOSED SERVICES

12. INDICATE THE APPLICABLE WATER SUPPLY AND SEWAGE DISPOSAL:

	Municipal Water	Communal Water	Private Well	Municipal Sewers	Communal Sewers	Private Septic
a) Existing	[ ]	[ ]	[X]	[ ]	[ ]	[ ]
b) Proposed	[ ]	[ ]	[X]	[ ]	[ ]	[ ]

c) If the requested amendment would permit development on a privately owned and operated individual or communal septic system and more than 4500 litres of effluent would be produced per day as a result of the development being completed, the applicant must submit:

[ ] a servicing options report; and

[ ] a hydrogeological report.

13. Will storm drainage be provided by: Sewers [ ]

Ditches [ ]

Swales [ ]

Other [ ] Specify _____

Is storm drainage present or will it be constructed_____

14. TYPE OF ACCESS (CHECK APPROPRIATE SPACE)

_____ provincial highway

_____ county roads

_X_ municipal roads, maintained all year

_____ municipal road, seasonally maintained

_____ right of way

_____ water access

E. OFFICIAL PLAN AMENDMENT

(Proceed to Section F) if an Official Plan Amendment is not proposed).

15. DOES THE PROPOSED OFFICIAL PLAN AMENDMENT DO THE FOLLOWING?

Add a Land Use designation in the Official Plan	Yes [ ]	No [ ]	Unknown [ ]
Change a Land Use designation in the Official Plan	Yes [ ]	No [ ]	Unknown [ ]
Change a policy in the Official Plan	Yes [ ]	No [ ]	Unknown [ ]
Replace a policy in the Official Plan	Yes [ ]	No [ ]	Unknown [ ]
Delete a policy in the Official Plan	Yes [ ]	No [ ]	Unknown [ ]
Add a policy in the Official Plan	Yes [ ]	No [ ]	Unknown [ ]

16. IF APPLICABLE AND KNOWN AT TIME OF APPLICATION, PROVIDE THE FOLLOWING:

a) Section Number(s) of Policy to be Changed _____

b) Text of the proposed new policy attached on a separate page? Yes [ ] No [ ]

c) New designation name: _____

_____

d) Map of proposed new Schedule attached on a separate page? Yes [ ] No [ ]

17. LIST PURPOSE OF AMENDMENT AND LAND USES THAT WOULD BE PERMITTED BY THE PROPOSED AMENDMENT:

18. Does the requested amendment alter all or any part of the boundary of an area of settlement in a municipality or establish a new area of settlement in a municipality?

Yes [ ] No [ ]

If yes: Attach the current official plan policies, if any, dealing with the alteration or establishment of an area of settlement.

19. Does the requested amendment remove the subject land from any area of employment?

Yes [ ] No [ ]

If yes: Attach the current official plan policies, if any, dealing with the removal of land from an area of employment.

20. Is the requested amendment consistent with the Provincial Policy Statement issued under Section 3 (1) of the Planning Act.

Yes [ ] No [ ] Unknown [ ]

F. ZONING BY-LAW AMENDMENT

(Proceed to Question 29 (Drawing) if a Zoning By-law Amendment is not proposed).

21. DOES THE PROPOSED ZONING BY-LAW AMENDMENT DO THE FOLLOWING?

Add or change zoning designation in the Zoning By-law	Yes [X]	No [ ]	Unknown [ ]
Change a zoning provision in the Zoning By-law	Yes [ ]	No [X]	Unknown [ ]
Replace a zoning provision in the Zoning By-law	Yes [X]	No [ ]	Unknown [ ]
Delete a zoning provision in the Zoning By-law	Yes [ ]	No [X]	Unknown [ ]
Add a zoning provision in the Zoning By-law	Yes [X]	No [ ]	Unknown [ ]

22. IF APPLICABLE AND KNOWN AT TIME OF ZONING APPLICATION, PROVIDE THE FOLLOWING:

a) Section Number(s) of provisions to be changed

b) Text of the proposed new provision attached on a separate page? Yes [ ] No [X]

c) New zone name: VR1 VR-19

d) Map of proposed new Key Map attached on a separate page? Yes [ ] No [ ]

23. LIST LAND USES PROPOSED BY ZONING AMENDMENT.

Residential + Horses

- date the current owner acquired the subject land 1998

24. HAS THERE BEEN A PREVIOUS APPLICATION FOR REZONING UNDER SECTION 34 OF THE PLANNING ACT AFFECTING THE SUBJECT PROPERTY:

Yes [X] No [ ]

25. Is the intent of this application to implement an alteration to the boundary of an area of settlement or to implement a new area of settlement?

Yes [ ] No [X]

If yes: Attach details of the official plan or official plan amendment that deals with the matter.

26. Is the intent of this application to remove land from an area of employment?

Yes [ ] No [X]

If yes: Attach details of the official plan or official plan amendment that deals with the matter.

27. Is the application for an amendment to the zoning by-law consistent with provincial policy statement issued under Section 3 (1) of the Planning Act.

Yes [X] No [ ] Unknown [ ]

G. SKETCH CHECKLIST

28. ACCURATE, TO SCALE, DRAWING OR PROPOSAL: (In the space below or on a separate page(s), please provide drawing *of the proposal, preferably prepared by a qualified professional. In some cases, it may be more appropriate to prepare additional drawings at varying scales to better illustrate the proposal).*

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

A sketch showing in metric units:

a) the boundaries and dimensions of the subject land;

b) the location, size and type of all existing and proposed buildings and structures on the subject land, indicating their distance from the front lot line, rear lot line and side lot lines;

c) the approximate location of all natural and artificial features *(for example, buildings, railways, roads, watercourses, drainage ditches, banks of rivers or streams, wetlands, wooded areas, wells and septic tanks)* that,

   i) are located on the subject land and on land that is adjacent to it, and

   ii) in the applicant's opinion may affect the application;

d) the current uses of land that is adjacent to the subject land;

e) the location, width and name of any roads within or abutting the subject land, indicating whether it is an unopened road allowance, a public traveled road, a private road or a right of way;

f) if access to the subject land will be by water only, the location of the parking and docking facilities to be used;

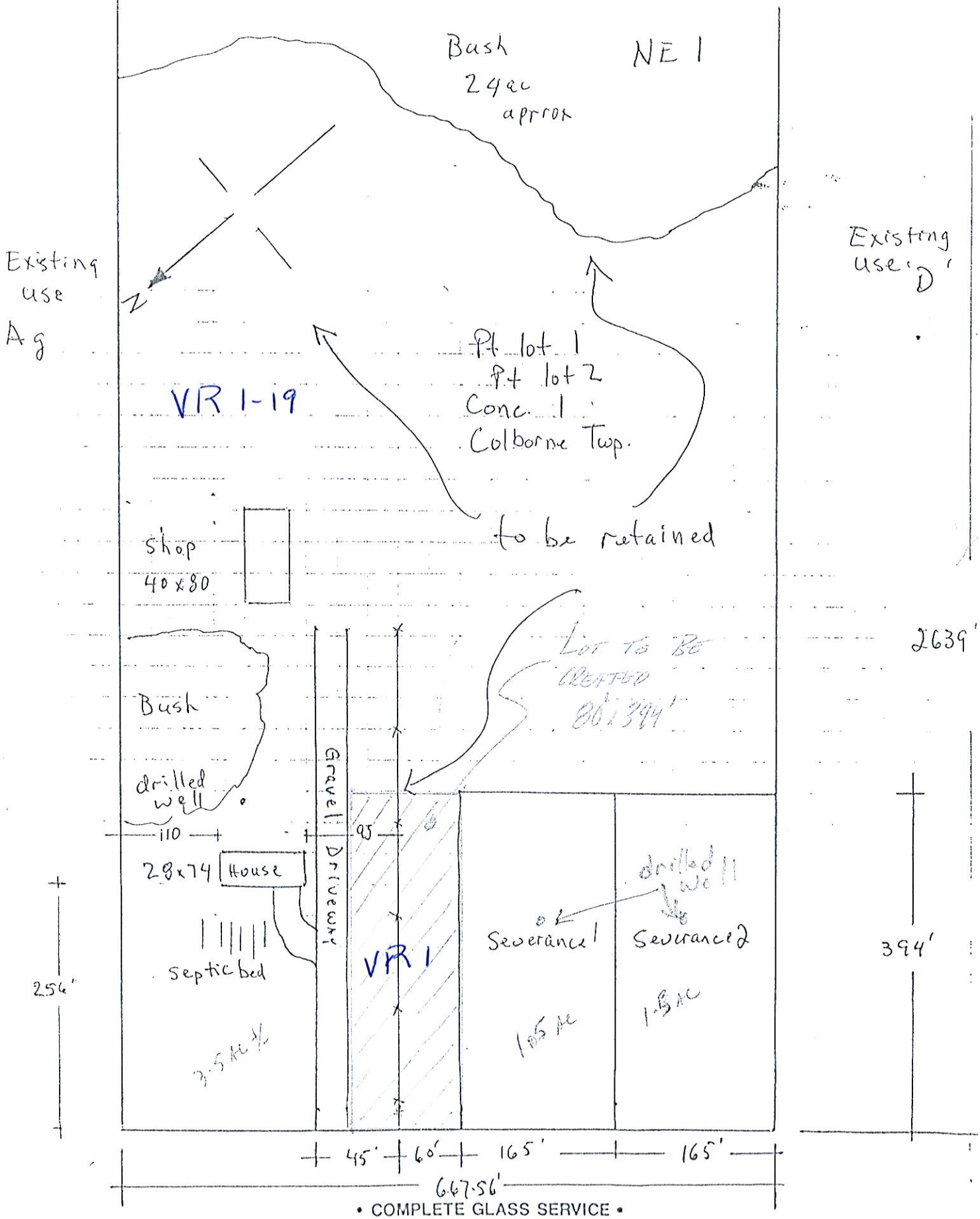
g) the location and nature of any easement affecting the subject land

The drawing(s) should show (please use a survey if available):

- Property boundaries and dimensions
- Dimensions of area of amendment
- Distance from structures to lot lines
- Easements or restrictive covenants
- Building dimensions & location
- Neighbouring adjacent land uses
- Parking and loading areas
- Use of Neighbouring properties
- Public roads, allowances, rights of way
- Municipal Drains/Award Drains

Fisher Glass & Mirror Limited

P.O. Box 273, 224 Suncoast Dr. Goderich, Ontario N7A 3Z2
Telephone (519) 524-7312 Fax (519) 524-7313



- Wetlands, floodplain, wet areas
- Woodlots, forested areas, ANSI's, ESA's
- Driveways and lanes
- Other features (bridges, wells, railways, septic systems, springs, slopes, gravel pits)
- Natural watercourses
- North arrow

H. OTHER RELATED PLANNING APPLICATIONS

29. HAS THE APPLICANT OR OWNER MADE APPLICATION FOR ANY OF THE FOLLOWING, EITHER ON OR WITHIN 120 METRES OF THE SUBJECT LAND?

Official Plan Amendment	Yes [ ]	No [X]
Zoning By-law Amendment	Yes [ ]	No [X]
Minor Variance	Yes [ ]	No [X]
Plan of Subdivision	Yes [ ]	No [X]
Consent (Severance)	Yes [X]	No [ ]
Site Plan Control	Yes [ ]	No [X]

30. IF THE ANSWER TO QUESTION 29 (above) IS YES, PLEASE PROVIDE THE FOLLOWING INFORMATION:

File No. of Application: C54-2020

Approval Authority: County of Huron

Lands Subject to Application: All

Purpose of Application: Create new residential lot

Status of Application: Approved

Effect on the Current Application for Amendment: Create new lot

I. OTHER SUPPORTING INFORMATION

31. PLEASE LIST THE TITLES OF ANY SUPPORTING OR ATTACHED DOCUMENTS:
(e.g. Environmental Impacts Study, Hydrogeological Report, Traffic Study, Market Area Study, Aggregate License Report, Stormwater Management Report etc. It is recognized that the applicant meet with planning staff to attempt to determine the supporting documents that will be required).

J. PRE-SUBMISSION CONSULTATION

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

Date of Applicant's consultation meeting with County Planner: _____

Has the Planner advised the Applicant that this application needs to be reviewed by the Huron County Stewardship Coordinator for comments on Natural Heritage matters.

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

K. PUBLIC CONSULTATION STRATEGY

33. PLEASE OUTLINE YOUR PROPOSED STRATEGY FOR CONSULTING WITH THE PUBLIC WITH RESPECT TO THIS AMENDMENT REQUEST:
(e.g. individual contact, hold a neighbourhood meeting, telephone conversation, letter explaining proposal & inviting questions/comments, website/internet, etc.).

_____

_____

_____

_____

_____

L. AUTHORIZATION FOR AGENT/SOLICITOR TO ACT FOR OWNER;

*(If affidavit (K) is signed by an Agent/Solicitor on Owner's behalf, the Owner's written authorization below **must** be completed).*

I (we) _____ of the _____ of _____County/Region

of _____do hereby authorize _____ to act as my agent in the application.

_____ _____
Signature of Owner(s) *Date*

M. APPLICANT'S DECLARATION

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

I, John K. MacDonald (Name of Applicant) of the Ashfield Colborne Wawanosh (Name of Town, Township, etc.)

In the Region/County/District Huron County 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."

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 County

In the Municipality of Ashfield Colborne Wawanosh.

This 15 (Day) day of September (Month), 2020 (Year)

Signature

John K. MacDonald
Please Print name of Applicant

Florence Witherspoon, Clerk.
Commissioner of Oaths

Signature of Commissioner

Sept 15, 2020.
Date

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

N. 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 John K. MacDonald 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.

Signature *Date* September 15, 2020

APPLICATION AND FEE OF $ _____ RECEIVED BY THE MUNICIPALITY

If comment fees are required for the Huron Stewardship Coordinator to review this application, (see Section J:Pre-Submission Consultation). please collect a fee of $212.00 made payable to the Treasurer, County of Huron.

COMPLETE THIS FORM TO DETERMINE IF SEPTIC COMMENTS ARE REQUIRED ON YOUR PLANNING APPLICATION

For certain planning applications, comments are required from local municipal staff to assist the municipality in its decision on your application. This sheet will determine if comments are required from staff, and if so, the appropriate fee* must be submitted with your application and paid to the local municipality (*based on the local municipality's Fee Schedule – consult your Planner to determine).

Name of Applicant: _____

Name of Owner (if different from the applicant): _____

Location of Property (Lot, Concession or Registered Plan, and Municipality):

_____

Type of Planning Application(s) submitted with this form:

☐ Consent (severance) ☐ Minor Variance

☐ Zoning By-Law Amendment ☐ Plan of Subdivision/Condominium

☐ Official Plan Amendment

Please answer Section A **OR** Section B, depending on the type of servicing available. In the following question, "property" means the subject property or, in the case of a severance, each of the resulting lots.

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

Is the property within 183 metres (600 feet) of an abattoir (slaughter house)?	☐ Yes	☐ No

Section B - Where **SEPTIC SYSTEMS** are required.

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	☐ No
Is the property less than .4 hectares (1 acre) in area?	☐ Yes	☐ No
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	☐ No
I am uncertain of the location of the existing septic tank and tile bed on the property.	☐ Yes	☐ No
There will be more than one dwelling unit on each lot.	☐ Yes	☐ No
An industrial or commercial use is proposed which will require a septic system.	☐ Yes	☐ No
Is the property with 183 metres (600 feet) of an abattoir (slaughter house)?	☐ Yes	☐ No
The application is for a new Plan of Subdivision/Condominium	☐ Yes	☐ No
Proceed to **Section C**.		

"Useable 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 tie 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 (15 feet) from a 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 restrictions may apply according to legislation.)

_____

Name of Owner or Designated Agent *Signature and Date*

*To be completed by Municipal Clerk: Has the Septic Review Fee, made payable to the local municipality, been collected from the applicant? *Please note type of application and file # on the cheque.*

☐ Yes ☐ No Amount: _____

_____

Name of Clerk-Treasurer

VEOLIA WATER

7.1.1

Ashfield-Colborne-Wawanosh Monthly Summary

Month: September 2020

Benmiller:

Item	Number	Comments
Adverse Samples	0	
Non-compliances	0	
Equipment issues:		<u>Maintenance Activities Completed</u> • Checked Eyewash bottle, fire extinguisher, well house building, day tank and spill containment. • Ran auto dialer and generator tests. • Cleaned Cl2 Injector and Cl17 analyzer • Lubricated index plates & pin
General Information:		Vehicles are checked Monthly – licenses/Ins. /safety kits up to date and on/in vehicles and any maintenance deemed necessary.
Alarms		Date: Alarm: All alarms were a result of Work Orders or Calibrations/Certifations
Main breaks/Leaks		Date: Type:
Power outages		Date:
Shut-off / Turn-on / Complaints		Shut-off: Turn-on: Complaint:

VEOLIA WATER

Ashfield-Colborne-Wawanosh Monthly Summary

Month: September 2020

Century Heights:

Item	Number	Comments
Adverse Samples		
Non-compliances		
Equipment issues:		<u>Maintenance Activities Completed</u> • Cleaned Cl17 Analyzer, Turbidity Analyzer, Cl2 Injector and UV Reactors #1 and #2 • Checked eyewash station, fire extinguisher, well house, day tank and spill containment • Ran Auto dialer and generator tests
General Information:		Vehicles are checked Monthly – licenses/Ins. /safety kits up to date and on/in vehicles and any maintenance deemed necessary.
Alarms		Date: Alarm: 17th Turbidity Alarm 25th Low pressure alarm due to UV transfer All other alarms were due to Work Orders being completed
Main breaks/Leaks		Date: Type:
Power outages		Date: 2nd Power Blip 13th Power Interuption
Shut-off / Turn-on / Complaints		Shut-off: Turn-on: Complaint:

Ashfield-Colborne-Wawanosh Monthly Summary

Month: September 2020

Dungannon:

Item	Number	Comments
Adverse Samples		
Non-compliances		
Equipment issues:		<u>Maintenance Activities Completed</u> • Ran Generator and Auto dialer tests • Cleaned Cl17 Analyzer, Cl2 Injector and NaSi Injector • Checked eyewash station, well house building, day tank and spill containment. • Replaced stenner pump tube
General Information:		Vehicles are checked Monthly – licenses/Ins. /safety kits up to date and on/in vehicles and any maintenance deemed necessary.
Alarms		Date: Alarm: All alarms were due to Work Orders being completed
Main breaks/Leaks		Date: Type: Leak on Private property repaired by owner on the 8th
Power outages		Date:
Shut-off / Turn-on / Complaints		Shut-off: Turn-on: Complaint:

Ashfield-Colborne-Wawanosh Monthly Summary

Month: September 2020

Huron Sands:

Item	Number	Comments
Adverse Samples		
Non-compliances		
Equipment issues:		Maintenance Activities Completed • Cleaned Cl2 and NaSi Injectors • Cleaned Cl2 Analyzer. • Checked eyewash bottles, fire extinguisher, well house, spill containment and day tank • Ran Auto dialer test
General Information:		Vehicles are checked Monthly – licenses/Ins. /safety kits up to date and on/in vehicles and any maintenance deemed necessary
Alarms		Date: Alarm:
Main breaks/Leaks		Date: Type:
Power outages		Date:
Shut-off / Turn-on / Complaints		Shut-off: Turn-on: Complaint:

On-Going Items / Recommendations:

There were 14 locates in ACW for August

* **All sites being sanitized weekly as per COVID19 protocol***

Management Review took place Sept 29
Starting Internal Audits on all sites

Benmiller:

- MOE Inspection – 100%

Century Heights:

- MOE Inspection underway

Dungannon:

- MOE Inspection took place – 95.83%
- High flows during the previous month were a direct result of a leak on a Residents property (repaired on the 8th).

Huron Sands:

- MOE Inspection took place – 100%

Completed by: Sarah Telford_____
Quality Assurance and Compliance Specialist
Veolia Water Canada

Ministry of the Environment, Conservation & Parks

Owen Sound District Office

101 17th Street East, 3rd Floor
Owen Sound ON N4K 0A5
Tel.: 519-371-2901
Fax.: 519-371-2905

Ministère de l'Environnement, de la Protection de la nature et des Parcs

Bureau de district d'Owen Sound

101 17ème rue Est, 3e étage
Owen Sound ON N4K 0A5
Tél. : 519-371-2901
Téléc. : 519-371-2905

7.1.2

October 26, 2020

Sent by Email: cao@acwtownship.ca

Township of Ashfield-Colborne-Wawanash
82133 Council Line
Goderich ON N7A 3Y2

Attention: Mark Becker
CAO/Deputy-Clerk

Re: Century Heights Drinking Water System
2020/21 Inspection Report #1-OEBUT
Municipal Drinking Water Licence #080-105 Issue #4&5
Drinking Water Works Permit #080-205, Issue #3&4

The enclosed report documents findings of the inspection that was performed on September 9, 2020.

Two sections of the report, namely "Actions Required" and "Recommended Actions", specify due dates for the submission of information or plans to my attention.

Please note that "Actions Required" are linked to incidents of non-compliance with regulatory requirements contained within an Act, a Regulation, or site-specific approvals, orders or instructions; "Recommended Actions" convey information that the owner or operating authority should consider implementing in order to conform with existing and emerging industry standards.

The report includes an Inspection Summary Rating Record as an appendix. This record forms part of the ministry's comprehensive, risk-based inspection process. The rating provides a quantitative measure of the inspection results for this specific drinking water system for the reporting year. An inspection rating that is less than 100 per cent does not mean that the drinking water from the system is unsafe. The primary goals of this assessment are to encourage ongoing improvement of drinking water systems and to measure this progress from year to year.

I would like to remind you that Section 19 of the Safe Drinking Water Act, 2002 (Standard of Care) creates a number of obligations for individuals who exercise decision-making authority over

municipal drinking water systems, including members of municipal councils. “Taking Care of Your Drinking Water: A guide for members of municipal council”, a publication found on the Drinking Water Ontario website (https://www.ontario.ca/page/taking-care-your-drinking-water-guide-members-municipal-councils), provides further information about these obligations.

Should you have any questions regarding the content of the enclosed report, please do not hesitate to contact me.

Yours truly,

Matthew Shannon
Water Compliance Inspector
Phone: 519-374-0215
e-mail: matthew.shannon@ontario.ca

Enclosure

ec: Lori Holmes, Public Health Manager, Huron Perth Public Health
John Graham, Project Manager, Veolia North America
Mat Shetler, Watershed Monitoring Technician, Maitland Valley Conservation Authority
Mark Smith, Water Compliance Supervisor, MECP

c: File SI-HU-AC-CO-540 (2020)

Ontario

Ministry of the Environment, Conservation and Parks

CENTURY HEIGHTS SUBDIVISION DRINKING WATER SYSTEM

Inspection Report

Site Number:	220008499
Inspection Number:	1-OEBUT
Date of Inspection:	Sep 09, 2020
Inspected By:	Matthew Shannon

OWNER INFORMATION:

Company Name:	ASHFIELD-COLBORNE-WAWANOSH, THE CORPORATION OF THE TOWNSHIP OF		
Street Number:	82133	**Unit Identifier:**	
Street Name:	COUNCIL Line		
City:	GODERICH		
Province:	ON	**Postal Code:**	N7A 3Y2

CONTACT INFORMATION

Type:	Owner	**Name:**	Mark Becker
Phone:	(519) 524-4669	**Fax:**	(519) 524-1951
Email:	cao@acwtownship.ca		
Title:	CAO/Deputy-Clerk		
Type:	Operating Authority	**Name:**	John Graham
Phone:	(519) 524-6583	**Fax:**	(519) 524-9358
Email:	john.graham@veolia.com		
Title:	Project Manager		
Type:	Operating Authority	**Name:**	Sarah Telford
Phone:	(519) 524-6583 x317	**Fax:**	(519) 524-9358
Email:	sarah.telford@veolia.com		
Title:	Quality Assurance and Compliance Specialist		

INSPECTION DETAILS:

Site Name:	CENTURY HEIGHTS SUBDIVISION DRINKING WATER SYSTEM
Site Address:	
County/District:	ASHFIELD-COLBORNE-WAWANOSH
MECP District/Area Office:	Owen Sound Area Office
Health Unit:	HURON COUNTY HEALTH UNIT
Conservation Authority:	Maitland Valley Conservation Authority
MNR Office:	Guelph District Office
Category:	Small Municipal Residential
Site Number:	220008499
Inspection Type:	Announced
Inspection Number:	1-OEBUT
Date of Inspection:	Sep 09, 2020
Date of Previous Inspection:	Dec 13, 2019

COMPONENTS DESCRIPTION

Site (Name):	MOE DWS Mapping		
Type:	DWS Mapping Point	**Sub Type:**	
Site (Name):	Century Heights Well Supply		

Type: Source **Sub Type:** Ground

Comments:

The Century Heights drinking water system consists of two deep drilled wells equipped with submersible pumps; one with a discharge below-grade via pitless adaptor to the treatment building approximately 25 meters from the well, and the other located within the treatment building, with its discharge pipe protruding from a bolted flanged casing cap. The wells were constructed in 2003 and 1979 respectively.

Site (Name): Century Heights Well Supply

Type: Treated Water POE **Sub Type:** Treatment Facility

Comments:

Primary treatment consists of UV disinfection, including two Sterilight SUVAM-6C/4 units piped in parallel, which are preceded by two 5-micron pleated filter cartridges fitted in Waterbetter filter housings, also piped in parallel. Sodium hypochlorite is injected into the treated water header after the UV reactors, via dual Stenner metering pumps (designed for one duty/one standby pump with auto switchover), prior to discharge into the 13 m long, 60 mm diameter contact main, followed by another 120 m long, 150 mm diameter distribution main prior to the first consumer.

Site (Name): Century Heights Well Supply

Type: Other **Sub Type:** GUDI w Effective Insitu

Comments:

Pressure is maintained by 10 x 450 Litre pressure tanks branched into the distribution header. The distribution system is equipped with small diameter branched water mains, service isolation valves and blow-offs for flushing at each of the branched dead-end lines in the distribution system.

The Century Heights subdivision is wholly within the Township of Ashfield-Colborne-Wawanosh, on the municipal border with the Town of Goderich. The well supply feeds 85 residences. Therefore, the drinking water system falls into the "small municipal residential" category under O. Regulation 170/03.

INSPECTION SUMMARY:

Introduction

- **The primary focus of this inspection is to confirm compliance with Ministry of the Environment, Conservation and Parks (MECP) legislation as well as evaluating conformance with ministry drinking water related policies and guidelines during the inspection period. The ministry utilizes a comprehensive, multi-barrier approach in the inspection of water systems that focuses on the source, treatment and distribution components as well as management practices.**

  This drinking water system is subject to the legislative requirements of the Safe Drinking Water Act, 2002 (SDWA) and regulations made therein, including Ontario Regulation 170/03, "Drinking Water Systems" (O.Reg. 170/03). This inspection has been conducted pursuant to Section 81 of the SDWA.

  This report is based on a "focused" inspection of the system. Although the inspection involved fewer activities than those normally undertaken in a detailed inspection, it contained critical elements required to assess key compliance issues. This system was chosen for a focused inspection because the system's performance met the ministry's criteria, most importantly that there were no deficiencies as identified in O.Reg. 172/03 over the past 3 years. The undertaking of a focused inspection at this drinking water system does not ensure that a similar type of inspection will be conducted at any point in the future.

  This inspection report does not suggest that all applicable legislation and regulations were evaluated. It remains the responsibility of the owner to ensure compliance with all applicable legislative and regulatory requirements.

  On September 9, 2020, Provincial Officer Matthew Shannon inspected the Century Heights drinking water system with assistance from Cory Dulong, Veolia. The Century Heights drinking water system is owned by the Township of Ashfield-Colborne-Wawanosh and operated by Veolia North America.
  The inspection review period is from December 13, 2019 to September 9, 2020.

Source

- **The owner was maintaining the production well(s) in a manner sufficient to prevent entry into the well of surface water and other foreign materials.**

- **Measures were in place to protect the groundwater and/or GUDI source in accordance with any the Municipal Drinking Water Licence and Drinking Water Works Permit issued under Part V of the SDWA.**

  The Operations Manual and Contingency Plans include the following procedures with the intent of protecting the groundwater source:
  • Well Inspection Maintenance,
  • Daily System Checks,
  • Chemical or Fuel Spill Contingency Plan,
  • Well Casing Failure, Well Head Damage and Well Pump Failure,
  • Agricultural Run-off Contingency Plan, and
  • Vandalism Contingency Plan

Capacity Assessment

- **There was sufficient monitoring of flow as required by the Municipal Drinking Water Licence or Drinking Water Works Permit issued under Part V of the SDWA.**

Capacity Assessment

- **The owner was in compliance with the conditions associated with maximum flow rate or the rated capacity conditions in the Municipal Drinking Water Licence issued under Part V of the SDWA.**

Treatment Processes

- **The owner had ensured that all equipment was installed in accordance with Schedule A and Schedule C of the Drinking Water Works Permit.**

- **The owner/operating authority was in compliance with the requirement to prepare Form 2 documents as required by their Drinking Water Works Permit during the inspection period.**

  A Form 2 was completed for the replacement of three pressure tanks.

- **Records indicated that the treatment equipment was operated in a manner that achieved the design capabilities required under Ontario Regulation 170/03 or a Drinking Water Works Permit and/or Municipal Drinking Water Licence issued under Part V of the SDWA at all times that water was being supplied to consumers.**

  Primary disinfection at this facility is achieved through UV disinfection and chlorine contact time. The minimum log removal necessary to meet a 2-log inactivation of Viruses at this facility, as outlined in Schedule E of Licence #081105, Issue No. 3 has been determined to be 4.0 mg/L*min. This has a site specific equivalent minimum chlorine residual (CT) of 0.36 mg/L necessary to achieve primary disinfection. Calculations to support this are available in Procedure CH-OM-02 of the Operations Manual.
  As well, UV disinfection equipment must provide a minimum dosage of 40 mJ/cm2 to meet the remaining 2-log inactivation of Viruses, 3-log inactivation of Giardia and 2-log inactivation of Cryptosporidium.
  There were six instances of lost data from the UV recording device but the operating authority indicated there were no alarms noted during the periods of lost data. The lost data non-compliance is addressed later in this report.
  Based on the records reviewed, the Century Heights drinking water system met primary treatment requirements at all times during this inspection period.

- **Records confirmed that the water treatment equipment which provides chlorination or chloramination for secondary disinfection purposes was operated so that at all times and all locations in the distribution system the chlorine residual was never less than 0.05 mg/l free or 0.25 mg/l combined.**

- **Where an activity has occurred that could introduce contamination, all parts of the drinking water system were disinfected in accordance with Schedule B, Condition 2.3 of the Drinking Water Works Permit.**

- **The primary disinfection equipment was equipped with alarms or shut-off mechanisms that satisfied the standards described in Section 1-6 (1) of Schedule 1 of Ontario Regulation 170/03.**

Treatment Process Monitoring

- **Primary disinfection chlorine monitoring was not conducted at a location approved by Municipal Drinking Water Licence and/or Drinking Water Works Permit issued under Part V of the SDWA, or at/near a location where the intended CT has just been achieved.**

  Primary disinfection chlorine monitoring is being conducted at the end of the 13 metre of 600mm diameter watermain. The CT calculation provided to the inspector and the Century Heights DWWP indicate the primary chlorine monitoring should be conducted after 13 metres of 600mm watermain and the 120 metres of 150 mm. The owner and operating authority shall either update the Century Heights CT calculation to reflect where chlorine is currently being monitored or install additional plumbing to measure the primary disinfection chlorine as reflected in the current CT calculation and the Century Heights DWWP.

Treatment Process Monitoring

- **The secondary disinfectant residual was measured as required for the distribution system.**

- **Operators were examining continuous monitoring test results and they were examining the results within 72 hours of the test.**

  Since the previous inspection, the operating authority is reviewing UV trending data within 72 hours.

- **All continuous monitoring equipment utilized for sampling and testing required by O. Reg.170/03, or Municipal Drinking Water Licence or Drinking Water Works Permit or order, were equipped with alarms or shut-off mechanisms that satisfy the standards described in Schedule 6.**

- **Continuous monitoring equipment that was being utilized to fulfill O. Reg. 170/03 requirements was performing tests for the parameters with at least the minimum frequency specified in the Table in Schedule 6 of O. Reg. 170/03 and recording data with the prescribed format.**

- **All continuous analysers were calibrated, maintained, and operated, in accordance with the manufacturer's instructions or the regulation.**

- **All UV sensors were checked and calibrated as required.**

  UV sensors are checked on a monthly basis against a reference UV sensor. The UV reference sensor is sent to a third party to check against a master reference assembly on an annual basis.

Operations Manuals

- **The operations and maintenance manuals contained plans, drawings and process descriptions sufficient for the safe and efficient operation of the system.**

- **The operations and maintenance manuals met the requirements of the Drinking Water Works Permit and Municipal Drinking Water Licence issued under Part V of the SDWA.**

  The operations and maintenance manual was reviewed and updated in June 2020.

Logbooks

- **Records or other record keeping mechanisms confirmed that operational testing not performed by continuous monitoring equipment was being done by a certified operator, water quality analyst, or person who suffices the requirements of O. Reg. 170/03 7-5.**

Security

- **The owner had provided security measures to protect components of the drinking water system.**

  The treatment facility is kept locked at all times an operator is not on site. The standby power source (generator) is kept in a locked fence compound. A motion sensor light is installed at the door to the treatment facility.

Certification and Training

- **The overall responsible operator had been designated for each subsystem.**

  The designated overall responsible operator (ORO) is John Graham. When Mr. Graham is not available, Cory Dulong is the designated ORO.

Certification and Training

- **Operators-in-charge had been designated for all subsystems which comprised the drinking water system.**
- **All operators possessed the required certification.**
- **Only certified operators made adjustments to the treatment equipment.**

Water Quality Monitoring

- **All microbiological water quality monitoring requirements for distribution samples prescribed by legislation were being met.**
- **All inorganic water quality monitoring requirements prescribed by legislation were conducted within the required frequency.**

  Inorganic sampling for parameters list in O.Reg. 170 - Schedule 23 is required every sixty (60) months.
  The most recent sample event occurred on December 14, 2015. The owner and operating authority are reminded that the next sample event is required to occur by December 2020.
- **All organic water quality monitoring requirements prescribed by legislation were conducted within the required frequency.**

  Organic sampling for parameters list in O.Reg. 170 - Schedule 24 is required every sixty (60) months.
  The most recent sample event occurred on December 14, 2015. The owner and operating authority are reminded that the next sample event is required to occur by December 2020.
- **All haloacetic acid water quality monitoring requirements prescribed by legislation are being conducted within the required frequency and at the required location.**

  All water samples collected and analyzed in 2019 and 2020 had a haloacetic acid concentration below the method detection limit of 5.3 ug/L.
- **All trihalomethane water quality monitoring requirements prescribed by legislation were conducted within the required frequency and at the required location.**

  The current running annual average concentration of trihalomethanes in the Century Heights distribution system is 11.6 ug/L. The Ontario Drinking Water Quality Standard maximum concentration is 100 ug/L. The system has qualified for reduced THM sampling in accordance with Ontario Regulation 170/03 Schedule 13-6 (5). No THM sampling is required in 2020 or 2021. THM sampling is required to resume in 2022.
- **All nitrate/nitrite water quality monitoring requirements prescribed by legislation were conducted within the required frequency for the DWS.**
- **All sodium water quality monitoring requirements prescribed by legislation were conducted within the required frequency.**

  Sodium sampling is required at least once every sixty (60) months. The most recent sodium sampling occurred June 21 and June 30, 2016 with results of 23.0 and 21.9 mg/L respectively, which were above the O. Reg. 170 reporting limit of 20.0 mg/L.
  The Huron County Health Unit was notified and provided the Owner with a letter outlining higher than standard levels of sodium, for distribution to residents.
- **All fluoride water quality monitoring requirements prescribed by legislation were conducted within the required frequency.**

  Fluoride sampling is required every sixty (60) months.

Water Quality Monitoring

The ODWQS fluoride limit is 1.5 mg/L. Fluoride has been deemed to be naturally occurring in this area and was last sampled for on August 22 and August 25, 2017 at 2.22 and 2.2 mg/L respectively. Results were reported to the Huron County Health Unit and a letter was provided to the Owner outlining higher than standard levels of fluoride, for distribution to residents.

- **All water quality monitoring requirements imposed by the MDWL or DWWP issued under Part V of the SDWA were being met.**

- **Records confirmed that chlorine residual tests were being conducted at the same time and at the same location that microbiological samples were obtained.**

Water Quality Assessment

- **Records showed that all water sample results taken during the inspection review period did not exceed the values of tables 1, 2 and 3 of the Ontario Drinking Water Quality Standards (O.Reg. 169/03).**

Reporting & Corrective Actions

- **Where required continuous monitoring equipment used for the monitoring of chlorine residual and/or turbidity triggered an alarm or an automatic shut-off, a qualified person responded in a timely manner and took appropriate actions.**

- **When the primary disinfection equipment, other than that used for chlorination or chloramination, has failed causing an alarm to sound or an automatic shut-off to occur, a certified operator responded in a timely manner and took appropriate actions.**

Other Inspection Findings

- **The following instance(s) of non-compliance were also noted during the inspection:**

  As mentioned earlier in this report, the UV disinfection system utilizes an external flash drive to record the continuous monitoring data.
  During the inspection review period, there were six reported instances where the data was not recorded to the flash drive. There have been 6 instances of 2-3 days duration where the data was not recorded to the flash drive.
  Ontario Regulation 128/04 requires all records to be kept for a minimum of 5 years.
  The operating authority investigated using a different continuous monitoring recording devices, such as a Sensaphone, but could not reliably or accurately record the UV dosage from each unit. The operating authority was providing all operators with the same training to ensure consistent data retrieval methods are being followed to reduce the likelihood of data loss.
  The operating authority indicated that the owner, ACW, has acquired the services of BM Ross to initiate the process to replace the aging UV system.

NON-COMPLIANCE WITH REGULATORY REQUIREMENTS AND ACTIONS REQUIRED

This section provides a summary of all non-compliance with regulatory requirements identified during the inspection period, as well as actions required to address these issues. Further details pertaining to these items can be found in the body of the inspection report.

1. **Primary disinfection chlorine monitoring was not conducted at a location approved by Municipal Drinking Water Licence and/or Drinking Water Works Permit issued under Part V of the SDWA, or at/near a location where the intended CT has just been achieved.**

   Primary disinfection chlorine monitoring is being conducted at the end of the 13 metre of 600mm diameter watermain. The CT calculation provided to the inspector and the Century Heights DWWP indicate the primary chlorine monitoring should be conducted after 13 metres of 600mm watermain and the 120 metres of 150 mm.

   Action(s) Required:

   The owner and operating authority shall either update the Century Heights CT calculation to reflect where chlorine is currently being monitored or install additional plumbing to measure the primary disinfection chlorine as reflected in the current CT calculation and the Century Heights DWWP.
   By no later than November 13, 2020, the owner shall provide the inspector with the actions to be taken to comply with primary disinfection monitoring requirements.

2. **The following instance(s) of non-compliance were also noted during the inspection:**

   Action(s) Required:

   The operating authority was providing all operators with the same training to ensure consistent data retrieval methods are being followed to reduce the likelihood of data loss.
   The operating authority indicated that the owner, ACW, has acquired the services of BM Ross to initiate the process to replace the aging UV system.
   Based on the age of the current UV disinfection system, the availability of replacement parts and the continual real and potential for data loss, the inspector recommends a new UV disinfection system and continuous monitoring equipment be installed without delay. Previous inspection reports have noted that new UV disinfection equipment was being installed but this has yet to occur.
   The Owner shall, by no later than November 13, 2020, provide the undersigned inspector an update as to when the new UV disinfection system will be installed.

SUMMARY OF RECOMMENDATIONS AND BEST PRACTICE ISSUES

This section provides a summary of all recommendations and best practice issues identified during the inspection period. Details pertaining to these items can be found in the body of the inspection report. In the interest of continuous improvement in the interim, it is recommended that owners and operators develop an awareness of the following issues and consider measures to address them.

Not Applicable

SIGNATURES

Inspected By:	Signature: (Provincial Officer)
Matthew Shannon	
Reviewed & Approved By:	Signature: (Supervisor)
Mark Smith	
Review & Approval Date:	October 27, 2020

Note: This inspection does not in any way suggest that there is or has been compliance with applicable legislation and regulations as they apply or may apply to this facility. It is, and remains, the responsibility of the owner and/or operating authority to ensure compliance with all applicable legislative and regulatory requirements.

Ontario

Ministry of the Environment, Conservation and Parks
Drinking Water Inspection Report

APPENDIX A

INSPECTION SUMMARY RATING RECORD

Ministry of the Environment - Inspection Summary Rating Record (Reporting Year - 2020-2021)

DWS Name:	CENTURY HEIGHTS SUBDIVISION DRINKING WATER SYSTEM
DWS Number:	220008499
DWS Owner:	Ashfield-Colborne-Wawanosh, The Corporation Of The Township Of
Municipal Location:	Ashfield-Colborne-Wawanosh
Regulation:	O.REG 170/03
Category:	Small Municipal Residential System
Type Of Inspection:	Focused
Inspection Date:	September 9, 2020
Ministry Office:	Owen Sound District Office

Maximum Question Rating: 489

Inspection Module	Non-Compliance Rating
Source	0 / 14
Capacity Assessment	0 / 30
Treatment Processes	0 / 102
Operations Manuals	0 / 28
Logbooks	0 / 14
Certification and Training	0 / 42
Water Quality Monitoring	0 / 91
Reporting & Corrective Actions	0 / 42
Other Inspection Findings	0 / 0
Treatment Process Monitoring	21 / 126
TOTAL	**21 / 489**

Inspection Risk Rating	**4.29%**

FINAL INSPECTION RATING:	**95.71%**

Inspection Rating Record Generated On 26-OCT-20 (Inspection ID: 1-OEBUT).

Ministry of the Environment - Detailed Inspection Rating Record (Reporting Year - 2020-2021)

DWS Name:	CENTURY HEIGHTS SUBDIVISION DRINKING WATER SYSTEM
DWS Number:	220008499
DWS Owner:	Ashfield-Colborne-Wawanosh, The Corporation Of The Township Of
Municipal Location:	Ashfield-Colborne-Wawanosh
Regulation:	O.REG 170/03
Category:	Small Municipal Residential System
Type Of Inspection:	Focused
Inspection Date:	September 9, 2020
Ministry Office:	Owen Sound District Office

Non-compliant Question(s)	Question Rating
Other Inspection Findings	
In the event that an issue of non-compliance outside the scope of this inspection protocol is identified, a "No" response may be used if further actions are deemed necessary (and approved by the DW Supervisor) to facilitate compliance.	0
Treatment Process Monitoring	
Is primary disinfection chlorine monitoring being conducted at a location approved by MDWL and/or DWWP issued under Part V of the SDWA, or at/near a location where the intended CT has just been achieved?	21
TOTAL QUESTION RATING	21

Maximum Question Rating: 489

Inspection Risk Rating	**4.29%**

FINAL INSPECTION RATING:	**95.71%**

Inspection Rating Record Generated On 26-OCT-20 (Inspection ID: 1-OEBUT).

Ontario

Ministry of the Environment, Conservation and Parks
Drinking Water Inspection Report

APPENDIX B

REFERENCE GUIDE FOR STAKEHOLDERS

Key Reference and Guidance Material for Municipal Residential Drinking Water Systems

Many useful materials are available to help you operate your drinking water system. Below is a list of key materials owners and operators of municipal residential drinking water systems frequently use.

To access these materials online click on their titles in the table below or use your web browser to search for their titles. Contact the Ministry if you need assistance or have questions at 1-866-793-2588 or waterforms@ontario.ca.

For more information on Ontario's drinking water visit www.ontario.ca/drinkingwater

PUBLICATION TITLE	PUBLICATION NUMBER
FORMS: Drinking Water System Profile Information Laboratory Services Notification Adverse Test Result Notification	 012-2149E 012-2148E 012-4444E
Taking Care of Your Drinking Water: A Guide for Members of Municipal Councils	Website
Procedure for Disinfection of Drinking Water in Ontario	Website
Strategies for Minimizing the Disinfection Products Trihalomethanes and Haloacetic Acids	Website
Filtration Processes Technical Bulletin	Website
Ultraviolet Disinfection Technical Bulletin	Website
Guide for Applying for Drinking Water Works Permit Amendments, & License Amendments	Website
Certification Guide for Operators and Water Quality Analysts	Website
Guide to Drinking Water Operator Training Requirements	9802E
Community Sampling and Testing for Lead: Standard and Reduced Sampling and Eligibility for Exemption	Website
Drinking Water System Contact List	7128E01
Ontario's Drinking Water Quality Management Standard - Pocket Guide	Website
Watermain Disinfection Procedure	Website
List of Licensed Laboratories	Website

PIBS 8990b01

Ontario

Principaux guides et documents de référence sur les réseaux résidentiels municipaux d'eau potable

De nombreux documents utiles peuvent vous aider à exploiter votre réseau d'eau potable. Vous trouverez ci-après une liste de documents que les propriétaires et exploitants de réseaux résidentiels municipaux d'eau potable utilisent fréquemment. Pour accéder à ces documents en ligne, cliquez sur leur titre dans le tableau ci-dessous ou faites une recherche à l'aide de votre navigateur Web. Communiquez avec le ministère au 1-866-793-2588, ou encore à waterforms@ontario.ca si vous avez des questions ou besoin d'aide.

Pour plus de renseignements sur l'eau potable en Ontario, consultez le site www.ontario.ca/eaupotable

TITRE DE LA PUBLICATION	NUMÉRO DE PUBLICATION
Renseignements sur le profil du réseau d'eau potable Avis de demande de services de laboratoire Avis de résultats d'analyse insatisfaisants et de règlement des problèmes	012-2149F 012-2148F 012-4444F
Prendre soin de votre eau potable - Un guide destiné aux membres des conseils municipaux	Site Web
Marche à suivre pour désinfecter l'eau portable en Ontario	Site Web
Stratégies pour minimiser les trihalométhanes et les acides haloacétiques de sous-produits de désinfection	Site Web
Filtration Processes Technical Bulletin (en anglais seulement)	Site Web
Ultraviolet Disinfection Technical Bulletin (en anglais seulement)	Site Web
Guide de présentation d'une demande de modification du permis d'aménagement de station de production d'eau potable	Site Web
Guide sur l'accréditation des exploitants de réseaux d'eau potable et des analystes de la qualité de l'eau de réseaux d'eau potable	Site Web
Guide sur les exigences relatives à la formation des exploitants de réseaux d'eau potable	9802F
Échantillonnage et analyse du plomb dans les collectivités : échantillonnage normalisé ou réduit et admissibilité à l'exemption	Site Web
Liste des personnes-ressources du réseau d'eau potable	Site Web
L'eau potable en Ontario - Norme de gestion de la qualité - Guide de poche	Site Web
Procédure de désinfection des conduites principales	Site Web
Laboratoires autorisés	Site Web

PIBS 8990b01

Ontario

HURON COUNTY
Economic Development

ECONOMIC DEVELOPMENT DEPARTMENT

Address: 57 Napier Street. Goderich, Ontario N7A 1W2
Phone: (519) 524-8394, Ext 6
Email: economicdevelopment@huroncounty.ca
Website: www.huroncounty.ca/economic-development

October 23, 2020

Township of Ashfield-Colborne-Wawanosh
82133 Council Line, RR5
Goderich, N7A 3Y2

To Florence Witherspoon, Clerk:

This letter is to confirm that we have received the Township of Ashfield-Colborne-Wawanosh 2020 SLED application.

We are excited about your project to convert ACW-owned land to development ready attainable housing land and market those opportunities to developers. The Project has been approved as it meets criteria 1-4 and 5d. Thank you for your economic development leadership and innovation in our communities.

The application has been approved for $10,000 in funding as requested subject to:

(1) the project, in its entirety as outlined in the application, is completed no later than December 31, 2021 (no extensions will be granted for the SLED program); and
(2) an accepted final report is submitted to the Program Administrator by December 31, 2021.

If you have any questions please free to contact me.

Kind Regards,

Cody Joudry

Cody Joudry
SLED Program Administrator
Huron County Economic Development
54 West St.
Goderich, ON
N7A 2K3

7.4.1

14.8

THE CORPORATION OF THE TOWNSHIP OF
ASHFIELD-COLBORNE-WAWANOSH

BY-LAW NUMBER 81-2020

BEING A BY-LAW to amend By-law 45-2020, being a by-law to provide for the construction of a municipal drain, to be known as Warren Zinn Municipal Drain 2020, in the Township of Ashfield-Colborne-Wawanosh and to provide for the levying of costs.

WHEREAS the Warren Zinn Municipal Drain 2020 has been constructed under the authority of By-law 45-2020, of the Township of Ashfield-Colborne-Wawanosh;

AND WHEREAS the actual cost of the drainage works was $450,231.81;

AND WHEREAS the grant to be received from the Ministry of Agriculture & Food is $135,240.03;

AND WHEREAS the sum necessary to be raised by assessment is $236,981.78;

AND WHEREAS the Council of the Township of Ashfield-Colborne-Wawanosh deems it expedient to amend By-law 45-2020, which provided for an amount more than that required to cover the cost of the said drainage works;

NOW THEREFORE the Council of the Township of Ashfield-Colborne-Wawanosh, pursuant to the Drainage Act, R.S.O. 1990, and amendments thereto, does hereby enact as follows:

1. That By-law 45-2020 of the Township of Ashfield-Colborne-Wawanosh is hereby amended to conform to the attached Appendix "A", which forms part of this by-law.

2. That the amount of $236,981.78 necessary to be raised for such drainage works shall be made a cash assessment on lands and roads affected by the drainage works, with interest at the rate of 1 ¼% per month added after the date payment is due.

3. That By-law 45-2020 of the Township of Ashfield-Colborne-Wawanosh be amended to provide that this payment shall be due on December 31, 2020 and that any assessments not paid in full on or before that due date shall be collected in the same manner as taxes.

4. That where any allowance has been determined for a property pursuant to the provisions of the Drainage Act, and where the amount so determined is less than the total amount owing that property, the municipality shall deduct the allowance from the total amount so determined, and that property owner shall be responsible for paying the balance in the manner prescribed in this by-law.

5. That where any allowance mentioned in Paragraph 4 exceeds the total amount owing by the property, the municipality shall pay the balance to the property owner.

6. That this by-law shall come into force on the passing thereof and may be cited as the "Warren Zinn Municipal Drain 2020 Levying By-law".

Read a FIRST and SECOND time this 3rd day of November 2020.

Read a THIRD TIME and FINALLY PASSED this 3rd day of November 2020.

_____

Mayor, Glen McNeil

_____

CAO/Deputy-Clerk, Mark Becker

Schedule C - Total Assessment For Construction

TOTAL ASSESSMENT								
Lot or Part	Con.	Landowner	Roll No.	Estimated Total Assessment	Actual Total Assessment	Less 1/3 Gov't Grant	Less Allowances	Net Assessment
Ashfield Ward								
1	Pt. 7W.D. & Pt. 8 W.D.	Tinderlea Farms Ltd.	7-030	$44,231.00	$36,759.51	$12,253.17	$500.00	$24,006.34
Pt. 2	7 W.D.	G. Logtenberg	7-031	$14,109.00	$11,725.71	$3,908.57	$1,820.00	$5,997.14
Pt. 2 & Pt. 3	7 W.D.	J. Van Beets	7-035	$168,265.00	$139,841.72	$46,613.91	$23,500.00	$69,727.82
4 & Pt. 5	7 W.D.	1904633 Ont. Inc.	7-038	$127,806.00	$106,217.05	$35,405.68	$19,060.00	$51,751.36
Pt. 5	7 W.D.	A. Dalton	7-039	$22,748.00	$18,905.41	$6,301.80	$7,020.00	$5,583.61
Pt. 6	7 W.D.	S. Dalton	7-040	$46,256.00	$38,442.45	$12,814.15	$20,290.00	$5,338.30
* Pt. 6	7 W.D.	S. Dalton (S. 24)	7-040	$3,600.00	$2,991.89			$2,991.89
2	8 W.D.	J. Van Beets & P.Van Beets-Bremer	8-044	$57,360.00	$47,670.77	$15,890.26	$5,820.00	$25,960.51
3	8 W.D.	J. Van Beets & P.Van Beets-Bremer	8-045	$7,409.00	$6,157.47	$2,052.49		$4,104.98
Total Assessment on Lands				$491,784.00	$408,711.99	$135,240.03	$78,010.00	$195,461.96
Special Assessment								
Kerry's Line		***Township of ACW***		***$24,600.00***	***$19,975.55***			***$19,975.55***
Kerry's Line		Township of ACW		$14,016.00	$11,648.42			$11,648.42
K2 Turbine Transmission Lines				***$12,600.00***	***$9,895.85***			***$9,895.85***
K2 Turbine Transmission Lines				$0.00	$0.00			$0.00
Total Assessment on Roads				$51,216.00	$41,519.82			$41,519.82
Total Assessment on Lands and Roads								
'A' Drain of the Warren Zinn Municipal Drain 2020				**$543,000.00**	**$450,231.81**	**$135,240.03**	**$78,010.00**	**$236,981.78**

NOTES:

1. * Denotes lands are that are not eligible for ADIP grants.
2. The NET ASSESSMENT is the total estimated assessment less a one-third (1/3) Provincial grant, and allowances, if applicable.
3. The NET ASSESSMENT is provided for information purposes only.

7.4.2

14.9

THE CORPORATION OF THE TOWNSHIP OF
ASHFIELD-COLBORNE-WAWANOSH

BY-LAW NUMBER 82-2020

BEING A BY-LAW to amend By-Law 15-2018, being a By-Law to provide for the construction of the improvement to the McNain Municipal Drain in the Township of Ashfield-Colborne-Wawanosh and to provide for the levying of costs.

WHEREAS the McNain Municipal Drain 2015 has been constructed under the authority of By-Law 15-2018, of the Township of Ashfield-Colborne-Wawanosh;

AND WHEREAS the actual cost of the drainage works was $728,262.46;

AND WHEREAS the grant to be received from the Ministry of Agriculture & Food is $132,777.57;

AND WHEREAS the sum necessary to be raised by assessment is $518,834.87;

AND WHEREAS the Council of the Township of Ashfield-Colborne-Wawanosh deems it expedient to amend By-Law 15-2018, which provided for an amount more than that required to cover the cost of the said drainage works;

NOW THEREFORE the Council of the Township of Ashfield-Colborne-Wawanosh, pursuant to the Drainage Act, R.S.O. 1990, and amendments thereto, does hereby enact as follows:

1. That By-Law 15-2018 of the Township of Ashfield-Colborne-Wawanosh is hereby amended to conform to the attached Appendix "A", which forms part of this By-Law.

2. That the amount of $518,834.87 necessary to be raised for such drainage works shall be made a cash assessment on lands and roads affected by the drainage works, with interest at the rate of 1 ¼% per month added after the date payment is due.

3. That By-Law 15-2018 of the Township of Ashfield-Colborne-Wawanosh be amended to provide that this payment shall be due on December 31, 2020 and that any assessments not paid in full on or before that due date shall be collected in the same manner as taxes.

4. That where any allowance has been determined for a property pursuant to the provisions of the Drainage Act, and where the amount so determined is less than the total amount owing that property, the municipality shall deduct the allowance from the total amount so determined, and that property owner shall be responsible for paying the balance in the manner prescribed in this By-Law.

5. That where any allowance mentioned in Paragraph 4 exceeds the total amount owing by the property, the municipality shall pay the balance to the property owner.

6. That this By-Law shall come into force on the passing thereof and may be cited as the "McNain Municipal Drain 2015 Levying By-Law".

Read a FIRST and SECOND time this 3rd day of November 2020.

Read a THIRD TIME and FINALLY PASSED this 3rd day of November 2020.

_____

Mayor, Glen McNeil

_____

CAO/Deputy-Clerk, Mark Becker

APPENDIX C - REVISED ASSESSMENTS for CONSTRUCTION
AS PER TRIBUNAL DECISION - DEC 22, 2017

PROJECT: McNain Municipal Drain 2015 - Revised Report
DATE : Dec-17

PROJECT #: MCW019989

PRORATION FACTOR: 1.096

Conc. or Plan	Lot or Part	Owner	Roll No.	Actual Area (Ha.)	Benefit Assess't (Sect.22)	Outlet Assess't (Sect.23)	Special Benefit (Sect.24)	Special Assess't (Sect.26)	Totals	Section 24	Prorated Cost	Total Cost	Less 1/3 Grant	Less Allowances	Net Assessment	Private
		Agricultural Lands - ACW														
Front NTP	N Pt. 41	* O.W. Fong Tong	64-64-144	0.32	120,600	260	57,990	-	178,850	$ 30,000.00	$ 132,470.67	$ 162,470.67		$ 16,170.00	$ 146,300.67	*
Front NTP	E Pt. 42	G. & J. Geene	64-64-5	14.57	16,160	8,940	-	-	25,100	$ -	$ 27,511.28	$ 27,511.28	$ 9,170.43	$ 6,940.00	$ 11,400.85	
Front NTP	Pt. 43	* D.J. Marion	64-65-24	1.21	470	1,600	-	-	2,070	$ -	$ 2,268.86	$ 2,268.86			$ 2,268.86	*
Front NTP	43	Amberley Farms Ltd.	64-64-6	20.64	15,700	13,610	-	-	29,310	$ -	$ 32,125.73	$ 32,125.73	$ 10,708.58	$ 7,170.00	$ 14,247.15	
Front NTP	Pt. 44	G. & J. Geene	64-67-2	0.91	490	630	-	-	1,120	$ -	$ 1,227.60	$ 1,227.60	$ 409.20		$ 818.40	
Front NTP	Pt. 44	* Parish & Hiembecker Ltd.	64-67-3	3.95	490	5,410	-	-	5,900	$ -	$ 6,466.80	$ 6,466.80		$ 2,490.00	$ 3,976.80	*
										$ -						
WD 14	Pt. 18	* G. Geene	64-14-87	0.65	-	470	-	-	470	$ -	$ 515.15	$ 515.15			$ 515.15	*
WD 14	Pt. 18	G. & J. Geene	64-14-86	23.88	9,200	16,810	-	-	26,010	$ -	$ 28,508.71	$ 28,508.71	$ 9,502.90	$ 9,680.00	$ 9,325.81	
WD 14	S Pt. 17	G. & J. Geene	64-14-82	4.86	-	3,490	-	-	3,490	$ -	$ 3,825.27	$ 3,825.27	$ 1,275.09		$ 2,550.18	
WD 14	N Pt. 17	G. & J. Geene	64-14-84	20.51	-	14,750	-	-	14,750	$ -	$ 16,166.99	$ 16,166.99	$ 5,389.00		$ 10,777.99	
WD 14	Pt. N Pt. 17	* D. MacLennan	64-14-83	0.40	-	580	-	-	580	$ -	$ 635.72	$ 635.72			$ 635.72	*
			TOTAL ON LANDS - ACW	**91.90**	**$ 163,110**	**$ 66,550**	**$ 57,990**	**$ -**	**$ 287,650**	$ 30,000.00	$ 251,722.78	$ 281,722.78	$ 36,455.20	$ 42,450.00	$ 202,817.58	
		Roads - ACW														
Highway 21		Ministry of Transportation		3.96	980	13,550	-	-	14,530	$ -	$ 15,925.86	$ 15,925.86			$ 15,925.86	
County Road 86		County of Huron		2.72	14,425	9,780	-	38,255	62,460	$ 2,500.00	$ 26,530.30	$ 29,030.30			$ 29,030.30	
			TOTAL ON ROADS - ACW	**6.68**	**$ 15,405**	**$ 23,330**	**$ -**	**$ 38,255**	**$ 76,990**	$ 2,500.00	$ 42,456.16	$ 44,956.16	$ -	$ -	$ 44,956.16	
			ALL LANDS AND ROADS - ACW	**98.58**	**$ 178,515**	**$ 89,880**	**$ 57,990**	**$ 38,255**	**$ 364,640**	$ 32,500.00	$ 294,178.94	$ 326,678.94	$ 36,455.20	$ 42,450.00	$ 247,773.74	
		Agricultural Lands - Huron-Kinloss														
1	S Pt 70	* T. Bell	1-040	0.44	-	650	-	-	650	$ -	$ 712.44	$ 712.44			$ 712.44	*
1	S Pt 70	* D. & S. Rieck	1-041	0.13	-	190	-	-	190	$ -	$ 208.25	$ 208.25			$ 208.25	*
1	Pt 70	* B. & D. Rotteau	1-042	0.14	-	210	-	-	210	$ -	$ 230.17	$ 230.17			$ 230.17	*
1	S Pt 70	* C. Harrott	1-043	0.17	-	250	-	-	250	$ -	$ 274.02	$ 274.02			$ 274.02	*
1	S Pt 70	* R. Paroski	1-044	0.15	-	220	-	-	220	$ -	$ 241.13	$ 241.13			$ 241.13	*
1	S Pt 70	* D. Wright	1-045	0.12	-	180	-	-	180	$ -	$ 197.29	$ 197.29			$ 197.29	*
1	S Pt 70	* T. Van Dyke	1-045-1	0.69	-	1,020	-	-	1,020	$ -	$ 1,117.99	$ 1,117.99			$ 1,117.99	*
1	S Pt 70	Brucelea Poultry Farms Ltd.	1-105	9.14	-	7,370	-	-	7,370	$ -	$ 8,078.01	$ 8,078.01	$ 2,692.67		$ 5,385.34	
1	N Pt. 70	Brucelea Poultry Farms Ltd.	1-105	0.20	-	160	-	-	160	$ -	$ 175.37	$ 175.37	$ 58.46		$ 116.91	
1	N Pt. 69	Brucelea Poultry Farms Ltd.	1-103	1.65	-	1,330	-	-	1,330	$ -	$ 1,457.77	$ 1,457.77	$ 485.92		$ 971.85	
1	Pt 70	G. & J. Geene	1-039	0.39	-	140	-	-	140	$ -	$ 153.45	$ 153.45	$ 51.15		$ 102.30	

1	S Pt. 69	G. & J. Geene	1-039	20.13	13,670	14,980	-	-	28,650	$ -	$ 31,402.32	$ 31,402.32	$ 10,467.44	$ 10,540.00	$ 10,394.88	
1	S Pt. 68	G. & J. Geene	1-039	19.69	23,660	15,740	-	-	39,400	$ -	$ 43,185.04	$ 43,185.04	$ 14,395.01	$ 12,700.00	$ 16,090.03	
1	N Pt. 68	G. & J. Geene	1-102	2.84	-	2,510	-	-	2,510	$ -	$ 2,751.13	$ 2,751.13	$ 917.04		$ 1,834.09	
1	N Pt. 67	G. & J. Geene	1-102	4.99	-	4,850	-	-	4,850	$ -	$ 5,315.93	$ 5,315.93	$ 1,771.98		$ 3,543.95	
1	N Pt. 66	G. & J. Geene	1-102	8.31	-	8,070	-	-	8,070	$ -	$ 8,845.26	$ 8,845.26	$ 2,948.42		$ 5,896.84	
1	Pt. 68	* W. Farrel	1-039-01	0.44	-	650	-	-	650	$ -	$ 712.44	$ 712.44			$ 712.44	*
1	S Pt. 67	Prehnbrook Farms Ltd.	1-038	20.13	6,630	15,900	-	-	22,530	$ -	$ 24,694.39	$ 24,694.39	$ 8,231.46	$ 3,840.00	$ 12,622.93	
1	S Pt. 66	Prehnbrook Farms Ltd.	1-038	19.53	12,670	15,720	-	-	28,390	$ -	$ 31,117.35	$ 31,117.35	$ 10,372.45	$ 3,570.00	$ 17,174.90	
1	S Pt. 65	Prehnbrook Farms Ltd.	1-038	18.71	6,620	14,970	-	-	21,590	$ -	$ 23,664.09	$ 23,664.09	$ 7,888.03	$ 2,120.00	$ 13,656.06	
1	Pt. 66	* T. & P. Kempton	1-037-01	0.60	-	880	-	-	880	$ -	$ 964.54	$ 964.54			$ 964.54	*
1	Pt. 65	* T. & P. Kempton	1-037-01	1.42	-	3,140	-	-	3,140	$ -	$ 3,441.65	$ 3,441.65			$ 3,441.65	*
1	N Pt. 65	J. & S. Courtney	1-100	10.16	-	9,870	-	-	9,870	$ -	$ 10,818.18	$ 10,818.18	$ 3,606.06	$ 1,240.00	$ 5,972.12	
1	S Pt. 64	W. Elphick	1-036	20.13	-	15,740	-	-	15,740	$ -	$ 17,252.10	$ 17,252.10	$ 5,750.70	$ 130.00	$ 11,371.40	
1	S Pt. 63	W. Elphick	1-036	20.13	-	15,270	-	-	15,270	$ -	$ 16,736.94	$ 16,736.94	$ 5,578.98		$ 11,157.96	
1	S Pt. 62	W. Elphick	1-036	20.13	-	15,500	-	-	15,500	$ -	$ 16,989.04	$ 16,989.04	$ 5,663.01		$ 11,326.03	
1	N Pt. 64	Amberley Farms Ltd.	1-099	11.45	-	11,120	-	-	11,120	$ -	$ 12,188.27	$ 12,188.27	$ 4,062.76	$ 60.00	$ 8,065.51	
1	N Pt. 63	Amberley Farms Ltd.	1-099	12.37	-	12,010	-	-	12,010	$ -	$ 13,163.77	$ 13,163.77	$ 4,387.92		$ 8,775.85	
1	N Pt. 62	Amberley Farms Ltd.	1-099	13.01	-	12,630	-	-	12,630	$ -	$ 13,843.33	$ 13,843.33	$ 4,614.44		$ 9,228.89	
1	S Pt. 61	* C. Kleingarn	1-098	20.13	-	15,680	-	-	15,680	$ -	$ 17,186.33	$ 17,186.33			$ 17,186.33	*
1	N Pt. 61	* C. Kleingarn	1-098	12.99	-	12,610	-	-	12,610	$ -	$ 13,821.41	$ 13,821.41			$ 13,821.41	*
1	S Pt. 60	* C. Kleingarn	1-097	5.67	-	5,510	-	-	5,510	$ -	$ 6,039.33	$ 6,039.33			$ 6,039.33	*
1	N Pt. 60	* C. Kleingarn	1-097	11.71	-	11,370	-	-	11,370	$ -	$ 12,462.28	$ 12,462.28			$ 12,462.28	*
1	S Pt. 59	960975 Ontario Ltd.	1-034	5.67	-	3,670	-	-	3,670	$ -	$ 4,022.57	$ 4,022.57	$ 1,340.86		$ 2,681.71	
1	S Pt. 58	960975 Ontario Ltd.	1-034	4.39	-	2,840	-	-	2,840	$ -	$ 3,112.83	$ 3,112.83	$ 1,037.61		$ 2,075.22	
1	N Pt. 59	* Epsilon Farms Ltd.	1-095	11.71	-	11,370	-	-	11,370	$ -	$ 12,462.28	$ 12,462.28			$ 12,462.28	*
1	N Pt. 58	* Epsilon Farms Ltd.	1-095	3.04	-	2,950	-	-	2,950	$ -	$ 3,233.40	$ 3,233.40			$ 3,233.40	*
		TOTAL ON LANDS - HURON-KINLOSS		**312.70**	**$ 63,250**	**$ 267,270**	**$ -**	**$ -**	**$ 330,520**	$ -	$ 362,272.09	$ 362,272.09	$ 96,322.37	$ 34,200.00	$ 231,749.72	
		Roads - Huron-Kinloss														
Sideroad 30		Township of Huron-Kinloss		2.83	-	7,640	-	-	7,640	$ -	$ 8,373.95	$ 8,373.95			$ 8,373.95	
County Road 86		County of Bruce		3.13	14,425	11,520	-	38,255	64,200	$ 2,500.00	$ 28,437.46	$ 30,937.46			$ 30,937.46	
		TOTAL ON ROADS - HURON-KINLOSS		**5.96**	**$ 14,425**	**$ 19,160**	**$ -**	**$ 38,255**	**$ 71,840**	$ 2,500.00	$ 36,811.41	$ 39,311.41	$ -	$ -	$ 39,311.41	
		ALL LANDS AND ROADS - HURON-KINLOSS		**318.66**	**$ 77,675**	**$ 286,430**	**$ -**	**$ 38,255**	**$ 402,360**	$ 2,500.00	$ 399,083.50	$ 401,583.50	$ 96,322.37	$ 34,200.00	$ 271,061.13	
		ALL LANDS AND ROADS - ACW AND HURON-KINLOSS		**417.24**	**$ 256,190**	**$ 376,310**	**$ 57,990**	**$ 76,510**	**$ 767,000**	$ 35,000.00	$ 693,262.44	$ 728,262.44	$ 132,777.57	$ 76,650.00	$ 518,834.87	

Notes:

(1) It is presumed that all private lands are Agricultural, within the meaning of the Drainage Act except properties denoted with *

(2) It is the responsibility of the landowner to confirm whether their property is eligible for an OMAF grant as eligibility has not been confirmed as part of the preparation of this report.

7.5.1

14.3

THE CORPORATION OF THE TOWNSHIP OF
ASHFIELD-COLBORNE-WAWANOSH

BY-LAW NUMBER 76-2020

Being a by-law to authorize the execution of a snow removal contract between the Township of Ashfield-Colborne-Wawanosh and Lloyd Collins Construction Ltd.

WHEREAS the Council of the Township of Ashfield-Colborne-Wawanosh deems it expedient to enter into a snow removal agreement with Lloyd Collins Construction Ltd;

NOW THEREFORE, the Council of the Corporation of the Township of Ashfield-Colborne-Wawanosh **ENACTS AS FOLLOWS:**

1. That the Mayor and CAO/Deputy Clerk are hereby authorized to execute the snow removal contract as attached hereto as Schedule A;

2. That Schedule A forms part of this by-law.

3. That this by-law shall come into full force and effect on the date of final passage.

Read a FIRST and SECOND time this 3rd day of November 2020.

Read a THIRD TIME and FINALLY PASSED this 3rd day of November 2020.

Mayor, Glen McNeil

CAO/Deputy Clerk, Mark Becker

By-law 76-2020
Schedule A

THIS AGREEMENT made the 3rd day of November, 2020

BETWEEN:

The Township of Ashfield-Colborne-Wawanosh

(hereinafter called "ACW")

OF THE FIRST PART

- AND -

Lloyd Collins Construction

(hereinafter called "the Contractor")

OF THE SECOND PART

WHEREAS ACW is an equal shareholder with the Township of Huron-Kinloss for the properties known as the Lucknow Medical Centre, Lucknow & District Sports Complex, and the Lucknow & District Fire Hall, all located in the Village of Lucknow;

AND WHEREAS ACW hires the required contractor to provide snow removal services at these locations;

NOW THEREFORE the parties agree as follows:

1. The Contractor will provide snow removal services to the Lucknow Medical Centre, Lucknow & District Sports Complex, and the Lucknow & District Fire Hall, all located in the Village of Lucknow.
2. The Contractor will provide the snow removal services at the rate of $120 per hour for an approximate 250 horse power loader with snow pusher.
3. The hourly rate will increase annually by the Consumer Price Index, commencing in the 2021/2022 season.
4. The Contractor will prepare three separate invoices for the three separate facilities and to be forwarded monthly for payment to the Township of Ashfield-Colborne-Wawanosh.
5. The Contractor will clear lots "as needed" or on the special instructions of the Township.
6. The Contractor will sand/salt the lots "as needed" or on the special instructions of the Township at a flat rate of $75 each occurrence. An additional $75 charge will apply for back gravel lot at the Lucknow & District Sports Complex.
7. In addition to the Parking Lot at the Lucknow Medical Centre the Sidewalks to the entrances of the building will be cleared of snow by the Contractor.
8. The Contractor will have the Lucknow Medical Centre Parking Lot and Sidewalks cleared by 6:30 a.m. Monday to Friday. No snow removal is required on Saturday or Sundays.
9. The Contractor shall comply with The Occupational Health and Safety Act, 1990 and Regulations, and Health and Safety Policies and Procedures, and will be responsible for the compliance there with or any of his operators while working on this contract.
10. The Contractor will carry liability insurance in the amount not less than $3,000,000 to cover any claims by the Township of third parties due to this operation. A copy of this policy shall be presented to the Township of Ashfield-Colborne-Wawanosh. The above noted insurance will be continued in force for the duration of this contract.
11. The Contractor covenants and agrees to indemnify and save harmless the Township from any claims for damage caused to third parties by such operations.
12. This agreement shall take in effect upon the signing of the agreement, and shall continue in effect until terminated by either party. Either party must give 60 days' notice of termination of the agreement.

IN WITNESS WHEREOF the parties have hereunto affixed their respective seals attested by the respective proper officers duly authorized.

SIGNED, SEALED AND DELIVERED

LLOYD COLLINS CONSTRUCTION

_____
Witness

Landowner's Address
455 Wolfe Street
RR2
Teeswater, ON
N0G 2S0

_____
Chad Mann

TOWNSHIP OF ASHFIELD-COLBORNE-WAWANOSH

Approved and Authorized by
By-Law No. 76-2020 enacted the
3rd day of November, 2020.

_____
Mayor, Glen McNeil

_____
CAO/Deputy-Clerk, Mark Becker

We have the authority to bind the corporation.

TOWNSHIP OF
ASHFIELD–COLBORNE–WAWANOSH

COUNCIL REPORT

From: Ellen McManus, Treasurer
Date: October 30, 2020
Subject: Safe Restart Agreement Funding

RECOMMENDATION:
For your information purposes.

BACKGROUND:
As part of the Safe Restart Agreement, $1.39 billion of funding is available to Ontario's 444 municipalities to address operating pressures and local needs brought on by COVID-19. Funding will be allocated in two phases: 50% allocated in Phase 1 for all municipalities on a per household basis, and 50% allocated in Phase 2 for municipalities that require additional funding.

Under Phase 1, the Township of Ashfield-Colborne-Wawanosh has received a payment of $189,100. Only municipalities that have operating pressure in excess of their Phase 1 allocation should apply for Phase 2 funding; at the October 20th Council agreed that no application will be made for Phase 2 funding.

COMMENT:
The province will not be issuing guidelines setting out what costs are eligible and ineligible; it is up to municipalities to use this funding for the purpose of addressing their priority COVID-19 operating costs and pressures.

At this time, ACW is fortunate to not have incurred major shortfalls due to COVID-19 and, for the most part, business has continued as usual. One exception is that revenues for the community halls in Benmiller and St. Helens are down 80% compared to 2019. Fortunately, the Safe Restart funding will help cover the ongoing operating costs of these facilities; expenses like insurance, utilities, and maintenance, which continue to be incurred regardless of rental activity. Additionally, this funding will cover the cost of implementing new procedures and safety measures that will be required when the municipal office reopens to the public. Examples of the ongoing COVID-19-related operating costs that the funding could be directed towards include:

- Physical distancing, safety, and hygiene signage
- Protective barriers to maintain separation, touchless hand sanitizer stations, PPE, disinfection supplies
- Regular cleaning of equipment, workspaces, and vehicles
- Videoconferencing/teleconferencing equipment, technology, and licenses

This funding is intended to assist municipalities respond to challenges and shortfalls they are facing due to COVID-19. Flow-through funding to local organizations is not an ongoing operating expense and would not be an appropriate use of this funding. As a reminder, the focus should be on maintaining levels of service despite shortfalls and challenges due to COVID-19 rather than enhancing or creating new services. Accordingly, it is recommended that this funding not be used to fund the proposed new position of Community Support Coordinator. Staff will continue to explore grant and funding opportunities that are better suited to projects that involve community organizations and innovation within the Township.

Keep in mind, any funds not required this year would be put into reserves to support COVID-19 operating costs and pressures that the Township may continue to incur in 2021. Staff will keep Council updated on the use of these funds and the balance remaining at the end of the year.

OTHERS CONSULTED:
Mark Becker, CAO/Deputy-Clerk

Respectfully submitted,

E. McManus

Ellen McManus, Treasurer

7.5.3

14.4

THE CORPORATION OF THE TOWNSHIP OF
ASHFIELD-COLBORNE-WAWANOSH

BY-LAW NUMBER 75-2020

Being a by-law to authorize the execution of a land rental agreement between the Township of Ashfield-Colborne-Wawanosh and Woodbine Pork Inc.

WHEREAS the Corporation of the Township of Ashfield-Colborne-Wawanosh has, pursuant to Sections 8, 9, and 10 of the *Municipal Act, 2001*, S.O.2001, c. 25, as amended, the authority to enter into agreements for the purposes of leasing property;

AND WHEREAS the Council of the Township of Ashfield-Colborne-Wawanosh deems it desirable to enter into a rental agreement with Woodbine Pork Inc.;

NOW THEREFORE, the Council of the Corporation of the Township of Ashfield-Colborne-Wawanosh **ENACTS AS FOLLOWS:**

1. That the Mayor and CAO/Deputy Clerk are hereby authorized to execute the Rental Agreement as attached hereto as Schedule A;

2. That Schedule A forms part of this by-law.

3. That this by-law shall come into full force and effect on the date of final passage.

Read a FIRST and SECOND time this 3rd day of November 2020.

Read a THIRD TIME and FINALLY PASSED this 3rd day of November 2020.

Mayor, Glen McNeil

CAO/Deputy Clerk, Mark Becker

By-law 75-2020
Schedule A

THIS AGREEMENT made this 3rd day of November, 2020.

BETWEEN:

The Corporation of the Township of Ashfield-Colborne-Wawanosh
(hereinafter called the "Township")

OF THE FIRST PART

-and-

Woodbine Pork Inc. of the Township of Ashfield-Colborne-Wawanosh
(hereinafter called the "Lessee")

OF THE SECOND PART

WHEREAS the Township wishes to rent a parcel of land in the amount of 14 acres, located at the south west corner of Part Lot 9 Concession 6, East Division, Ashfield Ward, Township of Ashfield-Colborne-Wawanosh;

AND WHEREAS access from interested individuals is not possible however the Lessee has access to these lands through their property at Lot 8, Concession 6;

AND WHEREAS the Township is agreeable to renting of such land to the Lessee;

NOW THEREFORE the parties agree as follows;

1) The Township hereby agrees to rent the parcel of land, situated at Part Lot 9 Concession 6, East Division, Ashfield Ward, Township of Ashfield-Colborne-Wawanosh, containing approximately 14 acres at the south west corner of the property to Woodbine Pork Inc. for the 2021 & 2022 planting season;
2) That the lessee agrees not to erect any permanent fences on the parcel of land;
3) That the lessee agrees to rent the said parcel of land for $201.84 per acre, for a total of $ 2,825.76 per year plus HST;
4) That the lessee agrees to pay a further 2.5% per acre for the 2022 planting season;
5) The lease shall terminate on December 31, 2022;
6) The rental fee of $ 2,825.76 per year plus HST shall be payable in two installments of $ 1,412.88 each, plus HST due June 1st and November 1st;

IN WITNESS WHERE OF the parties have hereunto affixed their respective seals attested by the respective proper officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED

THE LESSEE

_____
Witness

Landowner's Address
36480 Dungannon Road
RR1
Dungannon, ON N0M 1R0

_____
(Sebastian Kraft) Woodbine Pork Inc.

TOWNSHIP OF ASHFIELD-COLBORNE-WAWANOSH

Approved and Authorized by
By-Law No. 75-2020 enacted the
3rd day of November, 2020.

_____
Mayor, Glen McNeil

_____
CAO/Deputy-Clerk, Mark Becker

We have the authority to bind the Corporation.

TOWNSHIP OF
ASHFIELD–COLBORNE–WAWANOSH

COUNCIL REPORT

From:	Mark Becker, CAO/Deputy-Clerk
Date:	October 22, 2020
Subject:	Annual Adjustment – 2021 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 0.6 %.** This percentage will be applied to all pay grids **effective January 1, 2021**. Please see the attached for the fact sheet, which was obtained off the Stats Canada Web Site.

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 2019	August 2020	September 2020	August to September 2020	September 2019 to September 2020
	%	(2002=100)	(2002=100)	(2002=100)	% change	% change
Canada	**100.00**	**136.2**	**137.0**	**136.9**	**-0.1**	**0.5**
Newfoundland and Labrador	1.31	139.0	139.1	139.4	0.2	0.3
Prince Edward Island	0.33	138.2	138.3	138.2	-0.1	0.0
Nova Scotia	2.31	138.4	137.5	137.5	0.0	-0.7
New Brunswick	1.76	136.6	136.6	136.3	-0.2	-0.2
Quebec	20.72	132.1	132.9	132.5	-0.3	0.3
Ontario	39.83	137.5	138.6	138.3	-0.2	0.6
Manitoba	3.16	136.9	137.2	137.2	0.0	0.2
Saskatchewan	2.98	139.7	140.8	140.8	0.0	0.8
Alberta	12.15	142.9	144.2	145.0	0.6	1.5
British Columbia	15.27	132.0	132.4	132.5	0.1	0.4
Whitehorse	0.08	133.5	133.6	133.9	0.2	0.3
Yellowknife	0.07	138.2	137.5	137.1	-0.3	-0.8
Iqaluit (Dec. 2002=100)	0.03	131.2	130.5	130.3	-0.2	-0.7

Source(s): Tables 18-10-0004-01 and 18-10-0007-01.

Date modified:
2020-10-21

7.5.5

14.5

THE CORPORATION OF THE TOWNSHIP OF
ASHFIELD-COLBORNE-WAWANOSH

BY-LAW NUMBER 77-2020

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 $10,929.00.

2. The Deputy Mayor of the Corporation of the Township of Ashfield-Colborne-Wawanosh shall receive an annual stipend of $ 7,705.00.

3. The Councillors of the Corporation of the Township of Ashfield-Colborne-Wawanosh shall receive an annual stipend of $ 7,061.00.

4. In addition to any stipend, each member of Council, including the Mayor and Deputy Mayor shall receive payment in the amount of $137.99 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 $157.99 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 $157.99;
    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 77-2019 and is effective January 1, 2021.

Read a FIRST and SECOND time this 3rd day of November 2020.

Read a THIRD TIME and FINALLY PASSED this 3rd day of November 2020.

_____

Mayor, Glen McNeil

_____

CAO/Deputy Clerk, Mark Becker

TOWNSHIP OF
ASHFIELD–COLBORNE–WAWANOSH

COUNCIL REPORT

From:	Brian VanOsch, Public Works Superintendent
Date:	October 28, 2020
Subject:	Public Works Activity Report

RECOMMENDATION:

That the report be received and filed.

INFORMATION:

1. The shingle pile at the Ashfield Landfill Site has been cleaned up by Lloyd Collins Construction and hauled for recycling.

2. Reconstruction of Golf Course Road has been completed by Township Staff.

3. Salt/Sand storage sheds have been filled for the up-coming winter season.

4. Road culvert replacements were completed on St. Augustine Line and Halls Hills Line.

5. Amberley Beach Road drainage project has been completed by Township Staff.

6. All Tandem trucks have had their Annual Safety Inspections completed.

Respectfully submitted,

Brian VanOsch
Public Works Superintendent

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

To: Township of Ashfield-Colborne-Wawanosh, Mayor, and Members of Council
From: Celina Whaling-Rae, Planner
Date: October 27, 2020

Re: Application for Removal of a –H Holding Symbol
Maitland Concession, Part Lot 29 (Colborne), Township of Ashfield-Colborne-Wawanosh

Owners/Applicants: Jason and Julie Otten

RECOMMENDATION
It is recommended that the removal of the –H Holding Symbol be approved.

PURPOSE
The purpose of this application is to remove a –H Holding Symbol which was placed on a portion of the subject property.

REVIEW
During the Public Meeting held on September 1st, Council approved a Zoning By-law Amendment application (Z02-20) submitted by the property owners to change the zoning on 1.38 acres of the subject property from NE1 to NE1-45-H. The special zone permits the development of a single detached residence and accessory structures. A Holding was placed on the special zone until such time that a Development Agreement was entered into between the property owners and the Township with regard to road development standards and forest management. Said Development Agreement has been entered into, and so the property is now eligible for the holding to be removed.

The entire property is 50 acres in size. The remaining area is zoned 'Natural Environment (NE1)' with Conservation Authority Regulated Lands (CARL) in the ACW Zoning By-law (Zone Map 15). It is designated Natural Environment in the ACW Official Plan.

COMMENTS
No circulation to agencies or the public is required for the purpose of removing a holding symbol. ACW staff is supportive of the removal.

Figure 1: *Aerial of Subject Property* (outlined in orange). *Area Subject to Holding outlined in red.*

SUMMARY
It is recommended that the removal of the –H Holding Symbol be approved.

Sincerely,

Celina Whaling-Rae

Celina Whaling-Rae
Planner

THE CORPORATION OF THE TOWNSHIP OF
ASHFIELD-COLBORNE-WAWANOSH

BY-LAW NUMBER 73-2020

Being a by-law to authorize the execution of a Road Construction Agreement between Jason and Julie Otten and the Township of Ashfield-Colborne-Wawanosh

WHEREAS Zoning By-law Amendment 57-2020 applied a Holding to the subject parcel until such time as a Development Agreement be entered into between the Owners and the Township of Ashfield-Colborne-Wawanosh with regards to site development and forest management;

AND WHEREAS Jason and Julie Otten wish to enter into a Development Agreement with the Township of Ashfield-Colborne-Wawanosh to provide for the construction of the unassumed portion of River Line relevant to the Zoning By-law Amendment;

AND WHEREAS the Corporation of the Township of Ashfield-Colborne-Wawanosh is agreeable to the terms of this Agreement;

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

1. That the Mayor and CAO/Deputy Clerk are hereby authorized to execute and affix the Corporate Seal to enter into an Agreement with the Jason and Julie Otten, as attached hereto as Schedule A.

2. This by-law shall come into full force and effect on the final date of passage.

3. This by-law may be cited as the "Otten Road Construction Agreement".

Read a FIRST and SECOND time this 3rd day of November 2020.

Read a THIRD TIME and FINALLY PASSED this 3rd day of November 2020.

Mayor, Glen McNeil

CAO/Deputy Clerk, Mark Becker

ROAD CONSTRUCTION AGREEMENT

This **AGREEMENT** made the 3rd day of November, 2020.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF ASHFIELD-COLBORNE-WAWANOSH
(the "Township")

and

JASON AND JULIE OTTEN
(the "Owners")

WHEREAS the Owners are the registered joint tenant owners of land at Part Lot 29, Concession Maitland, Colborne, Roll No. 40-70-310-014-05300 with a legal description as detailed in Schedule "A" (the "Subject Lands")

AND WHEREAS the Township is the owner of the original road allowance Concession Maitland and Concession 1, Colborne, Township of Ashfield-Colborne-Wawanosh, commonly known as River Line, south of Londesboro Road as detailed in Schedule "B" (the "Township Road Allowance");

AND WHEREAS the Owners wish to access and develop the Subject Lands via the Township Road Allowance;

AND WHEREAS the Township Road Allowance is not an assumed or maintained road allowance forming part of the municipal road system of the Township and as such the development of the Subject Lands would be contrary to the provisions of zoning by-laws of the Township as it does not front onto an open and maintained road allowance;

AND WHEREAS the Owners are prepared to improve and construct a portion of the Township Road Allowance to enable it to become an open and maintained highway pursuant to the *Municipal Act, 2001*, S.O. 2001, c.25, as amended. Such portion of the Township Road Allowance to be built and improved is shown on Schedule "C" (the "Road Improvement");

AND WHEREAS the Township is prepared to open, maintain and assume the improved portion of the Township Road Allowance upon compliance and completion of the terms of this agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises, mutual covenants of the parties, the sum of two dollars ($2.00) and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

Term

1. This agreement shall remain in full force and effect until such time as all the obligations herein have been fulfilled or this agreement is incorporated into and subsumed in a development agreement or other agreement in relation to the Subject Property.

Improvement and Construction of the Road

2. The Owners agree to improve and construct that portion of the Township Road Allowance as shown on Schedule "C" (the "Road Improvement") pursuant to the terms of this agreement.

3. The Road Improvement shall be constructed to the applicable municipal standard for roads, as specified in Schedule "D" (the "Road Construction Standard") to the satisfaction of the Township. For greater certainty, the Road Improvement will extend beginning 1,900 m south of Londesboro Road and will extend south for approximately 100 m in length.

4. The Owners shall obtain the prior written approval of the Township for all construction drawings and specifications prior to letting any tender including any changes to such drawings.

5. The Owners agree to engage a reputable contractor to build the Road in compliance with the Road Standard and this agreement.

Maintenance and Repair

6. The Owners agree at their sole expense to maintain and repair the Improved Road to the satisfaction of the Township during the term of this agreement.

Owners Obligated for Entire Cost

7. The Owners agree that any and all costs associated with the construction of the Road Improvement shall be borne entirely by the Owners including the cost of construction, engineering, surveying and any legal costs.

8. The Owners agree to reimburse the Township for any of its out-of-pocket costs and expenses in respect of the Road Improvement.

Cessation of Work

9. The Owners agree that it will proceed diligently with installation of the Services. Should the installation of the Services be interrupted for a period in excess of two (2) months, the Owner agrees, if so required by the Township, to restore, re-grade, place topsoil and seed the property to the satisfaction of the Township or to take remedial steps to the satisfaction of the Township to remove or to render safe the properties.

Inspection and Right of Entry

10. The Township and its employees, agents or contractors may at any time enter on any part of the Subject Property and the Township Road Allowance to inspect the properties and the construction to ensure compliance with any of the terms of this agreement.

Compliance with Applicable Legislation

11. The Owners agree that it will comply with all applicable legislation in the performance of the obligations contemplated by this agreement. Without limiting the generality of the foregoing, the Owners agree to comply with all Township by-laws and to obtain all approvals required of all other bodies having jurisdiction, including the Maitland Valley Conservation Authority, the Ministry of the Environment, Conservation and Parks and the Ministry of Natural Resources and Forestry.

Further Approvals

12. The Owner acknowledges that this agreement does not predetermine, prejudice or constrain the Township's jurisdiction with respect to the approval, rejection or imposition of conditions in relation to any development approvals that are now or that may, in future, be proposed for the Property. Without limiting the generality of the foregoing, this agreement does not predetermine, prejudice or constrain the Township's jurisdiction with respect to the approval, rejection or imposition of further conditions to be satisfied prior to development of the Subject Property or issuance of a building permit.

Acceptance of Road Improvement

13. The Township agrees to assume, open and maintain the Road Improvement once it is determined by the Towsnhip, in its sole and absolute discretion, that the Road Improvement is in compliance with the Road Standard and this agreement.

Indemnification and Insurance

14. The Owners will always indemnify and save harmless the Township from and against all actions, suits, claims and demands which may be brought against or made upon the Township and from all loss, costs, charges and expenses which may be incurred, sustained or paid by the Township in relation to the installation and maintenance of the Road Improvement, or the granting of such permission, pursuant to this agreement.

15. The Owners shall throughout the term of this agreement provide and keep in force, for the benefit of the Township and the Owner, general liability insurance in an amount of not less than $5,000,000 in respect of injury to or death of one or more persons or property damage. All insurance shall be affected with insurers and upon terms and conditions satisfactory to the Township.

16. The Owners shall promptly furnish to the Township copies of insurance policies and other evidence satisfactory to the Township as to such insurance and any renewals thereof.

17. In the event that the Owners fail to insure as required or fails to promptly furnish to the Township satisfactory evidence of such insurance or of the renewal thereof prior to its expiration, the Township may, from time to time, effect such insurance for the benefit of the Owners or the Township or both of them for a period not exceeding two (2) year(s) and any premium paid by the Township shall be recoverable by the Township from the Owners forthwith.

Liens

18. The Owners shall indemnify and hold the Township harmless from and against liability, claims, damages or expenses due to or arising from any claim made against the Subject Property and adjacent Township lands pursuant to this agreement for all liens related to all work done by or on behalf of the Owners. Any such liability, claims, damages or expenses incurred by the Township shall be paid by the Owners to the Township forthwith upon demand. The Owners shall further cause all registration of claims for construction liens or certificates of action under the *Construction Lien Act*, R.S.O. 1990, c. C.30, as amended, and relating to any such work done by or on behalf of the Owner, to be discharged or vacated as the case may be within thirty (30) days of such registration or within thirty (30) days after notice from the Township.

Assignment

19. This agreement shall not be assigned by the Owners or their assignees without an express written consent to assignment executed by both the Township and the assignee.

20. In the event that the Owners transfer, assign or lease its interest in the Subject Property or any part thereof, the Owners shall forthwith notify the Township in writing of such transfer or assignment together with the names and addresses of the transferees or assignees.

21. In the event that the Owners enter into an agreement to sell the Property, notice shall be provided forthwith to the Township.

Registration

22. This agreement shall be enforceable by and against the parties, their heirs, executors, administrators, successors, and permitted assigns, and this agreement and all of the covenants by the Owners in this agreement contained shall run with the Subject Property for the benefit of the Township.

23. The Owner agrees that the Township may register at the Owner's expense this agreement in a form that is satisfactory to the Township in priority to all other encumbrances in the appropriate land registry office against the Subject Property.

Notice

24. Any notice to be given pursuant to this agreement shall, unless otherwise specified in this agreement, be delivered or sent by registered letter or facsimile transmission to the Owner and the Township as follows:

    To the Owners at: 196151 19th Line, Thamesford, Ontario N0M 2M0

    To the Township at: 82133 Council Line, R.R. #5, Goderich, Ontario, N7A 3Y2 Attention: Township CAO/Deputy Clerk

    or to such other address as the Owners and the Township may respectively from time to time appoint in writing.

No waiver of Default

25. No condoning, excusing, overlooking or delay in acting upon by the Township of any default, breach or non-observance by the Owners at any time or times in respect of any covenant, provision or condition in this agreement shall operate as a waiver of the Township's rights under this agreement in respect of any such or continuing subsequent default, breach or non-observance and no waiver shall be inferred from or implied by anything done or omitted by the Township except an express waiver in writing.

Recovery in the Event of Default

26. The Owners agree that all the facilities, actions and matters required by this agreement shall be provided and maintained at their sole risk and expense and to the satisfaction of the Township throughout the term of this agreement and that in default thereof and in the sole discretion of the Township, the Township may enter onto the Township Road Allowance and the Subject Lands without notice and perform such requirements at the expense of the Owners and such expense may be added to the tax roll for the Subject Lands and recovered by the Township in the same manner as municipal taxes within the meaning of Section 446 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended.

Entire Agreement

27. The Owners acknowledge that there are no covenants, representations, warranties, agreements or conditions, express or implied, collateral or otherwise, forming part of or in any way affecting or relating to this agreement save as expressly set out or imported by reference in this agreement and that this agreement constitutes the entire agreement duly executed by the Township and the Owner.

Severability

28. If any clause or clauses or part or parts of clauses in this agreement are determined to be illegal or unenforceable, they shall be considered separate and severable from this agreement and the remaining provisions of this agreement shall remain in full force and effect and shall be binding upon the parties to this agreement as though the said clause or clauses or part or parts of clauses have never been included.

Interpretation

29. It is acknowledged and agreed by the parties that this agreement shall be interpreted without regard to any presumption or other rule requiring construction against the party causing this agreement to be drafted.

Successors and Assigns

30. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

Schedules

31. The following Schedules shall form an integral part of this Agreement:

    Schedule "A" Description of Subject Property
    Schedule "B" Description of the Township Road Allowance
    Schedule "C" Sketch of the Road Improvement
    Schedule "D" Road Standard

Counterparts

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

IN WITNESS WHEREOF the parties have executed this Agreement.

THE CORPORATION OF THE TOWNSHIP OF ASHFIELD-COLBORNE-WAWANOSH

Glen McNeil
Mayor

Mark Becker
CAO/Deputy Clerk

We have authority to bind the Corporation of the Township of Ashfield-Colborne-Wawanosh

Witness Greg Wallace
Name:
Date: Oct. 16th, 2020

Jason Otten
196151 19th Line
Thamesford, ON
N0M 2M0

Witness
Name:
Date:

Julie Otten
196151 19th Line
Thamesford, ON
N0M 2M0

Schedule A
Legal Description of the Subject Lands

Property Description:
PT LT 29 CON MTLND ED COLBORNE AS IN R187463; TOWNSHIP OF ASHFIELD-COLBORNE WAWANOSH

Schedule "B"
Description of the Township Road Allowance

Property Description:
COMMENCING APPROXIMATELY 1900 METRES SOUTH OF LOUNDSBORO ROAD AND EXTENDING FOR 100 METRES FORMING PART OF PIN 41445-0041; BEING PART OF FIRSTLY: RDAL BTN LTS 10 & 11 CON 1 ED COLBORNE; RDAL BTN LT 11 CON 1 ED & LT 31 CON MTLND ED COLBORNE; RDAL BTN LT 11 CON 1 ED & LT 30 CON MTLND ED COLBORNE; RDAL BTN LT 11 CON 1 ED & LT 29 CON MTLND ED COLBORNE; SECONDLY: PT LT 31 CON MTLND ED COLBORNE AS IN CB9364; TOWNSHIP OF ASHFIELD-COLBORNE-WAWANOSH

Schedule "C"

Sketch of the Township Road Allowance to be Improved and Built
Being the Road Improvement

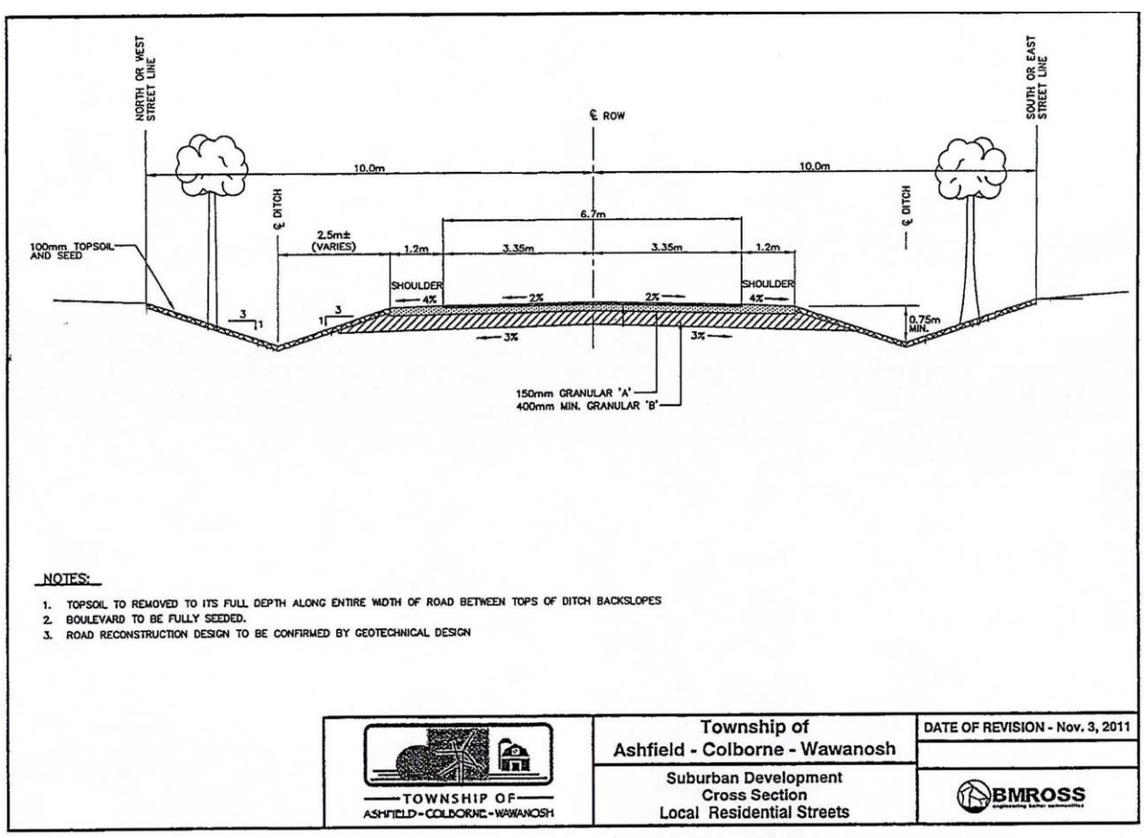
Unassumed Road Allowance to be Improved (100m)
Existing Assumed Road Allowance (1900m)

Schedule "D"
Road Construction Standard

General
All roadways shall be serviced by ditches and culverts. Road allowances shall be a minimum of 20 meters wide. The edge of the roadway gravel surface shall have a minimum radius of 9 meters at intersection. Access roads not owned by the Township, leading to the area of the development shall be maintained or constructed to a standard, equal to the standards for roadways within the development. On all streets, horizontal and vertical sight distances and vertical curves shall meet MTO requirements. Street allowance on cul-de-sacs are to have a minimum of 20 meters radius. Edge of gravel radius on cul-de-sacs are to be 13 meters minimum. The finished roadways shall have a cross/all of 2% from the centreline to each shoulder.

Clearing and Grubbing
Trees shall be removed so that the specifications for sight distances, grading, ditching, etc., may be met. All stumps, logs, brush, boulders, debris, etc. shall be removed from the entire street allowance. Unless noted otherwise, all healthy trees not obstructing visibility or installation of services shall be preserved. The Township Engineer may give special permission to leave trees on the street allowance, providing that they are situated more than 1.5 meters behind the ditch line.

Road Construction
All road construction shall conform to applicable standards of Ontario Provincial Standard Specifications (OPSS) and Ontario Provincial Standard Drawings (OPSD). The granular road base shall consist of a lower course of 400 mm minimum depth consolidated Granular "B' full width across the roadway and a top course of 150 mm of Granular ''A" full width between concrete curbs. The granular materials shall be spread in layers of 150 mm maximum compacted depths, and each layer shall be thoroughly compacted. No granular base or surface material shall be placed until the grade on which it is to be laid has been inspected and approved by the Township. During and between construction seasons, the granular base shall be maintained suitable for vehicular and pedestrian traffic.



THE CORPORATION OF THE TOWNSHIP OF
ASHFIELD-COLBORNE-WAWANOSH

BY-LAW NUMBER 79-2020

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

WHEREAS the Municipal Council of the Corporation of the Township of Ashfield-Colborne-Wawanosh considers it advisable to amend Zoning By-law 32-2008, as amended, of the Corporation of the Township of Ashfield-Colborne-Wawanosh, having the effect of removing a holding zone.

NOW THEREFORE, the Council of the Corporation of the Township of Ashfield-Colborne-Wawanosh **ENACTS** as follows:

1. This by-law shall apply to Maitland Concession, Part Lot 29 (Colborne), Township of Ashfield-Colborne-Wawanosh; as described on the attached Schedules 1, 2, & 3.

2. By-law 32-2008 is hereby amended by removing the holding symbol from the zoning of the lands designated 'lands from which holding symbol is removed'.

3. Key Map 15, Schedule A, By-law 32-2008 is hereby amended and replaced by the amended Key Map 15, which is declared to be part of this by-law.

4. This by-law shall come into force upon final passing, pursuant to Section 36(4) of the Planning Act, RSO 1990, as amended.

Read a FIRST and SECOND time this 3rd day of November 2020.

Read a THIRD TIME and FINALLY PASSED this 3rd day of November 2020.

Glen McNeil, Mayor

Mark Becker, CAO/Clerk-Treasurer

THE CORPORATION OF THE TOWNSHIP OF
ASHFIELD-COLBORNE-WAWANOSH
SCHEDULE 1
BY-LAW NUMBER 79-2020

By-law 79-2020 has the following purpose and effect:

1. The purpose of the proposed by-law is to remove the holding zone on Maitland Concession Part Lot 29 (Colborne), Township of Ashfield-Colborne-Wawanosh. The zoning on a portion of the property will then be NE1-45 (Natural Environment – Special Zone) rather than NE1-45-H (Natural Environment – Special Zone – Holding).

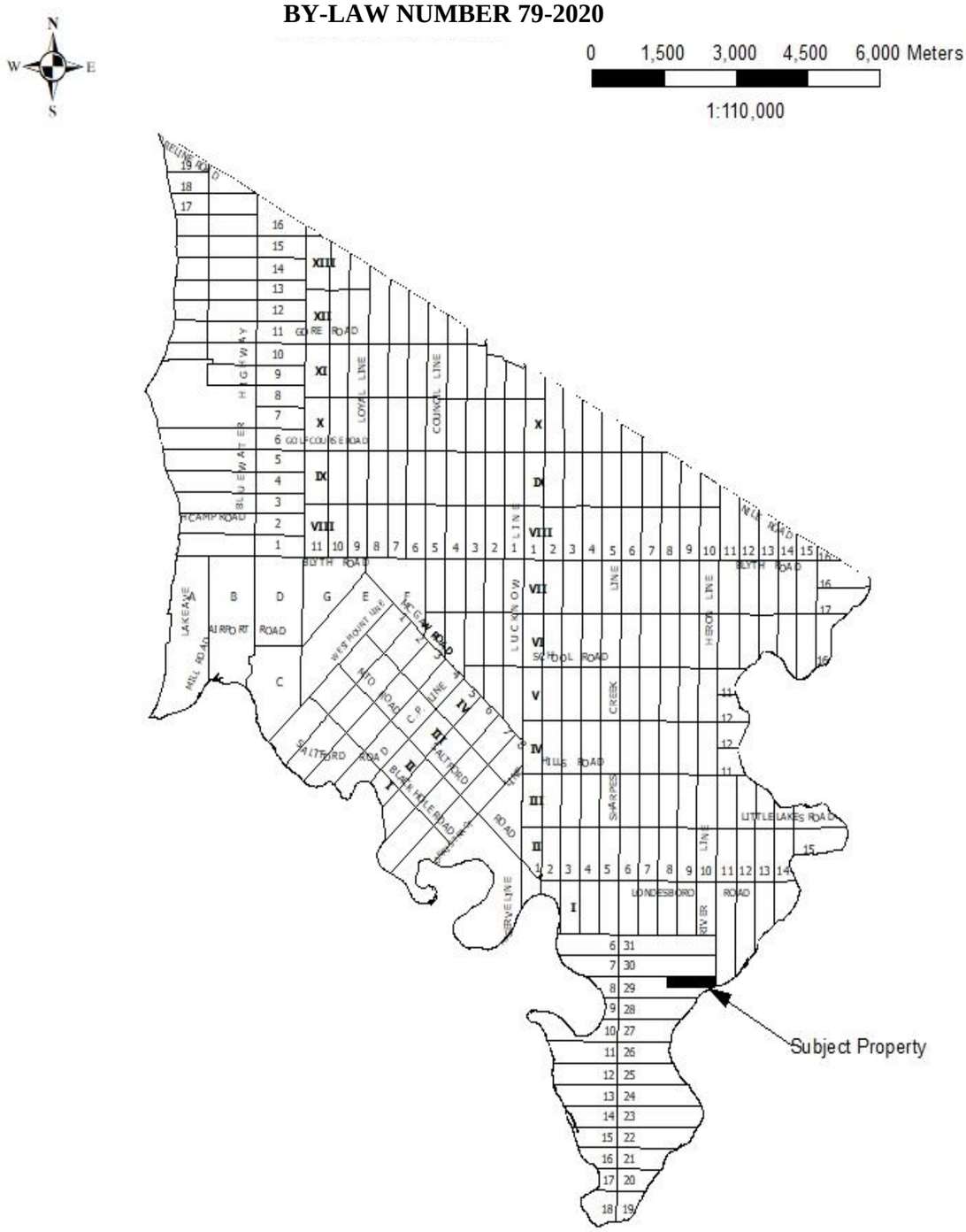
2. This by-law amends the Zoning By-law of the Corporation of the Township of Ashfield-Colborne-Wawanosh 32-2008.

3. The location map and key map showing the location to which this by-law applies are found on the following pages and are entitled Schedule 2 & 3.

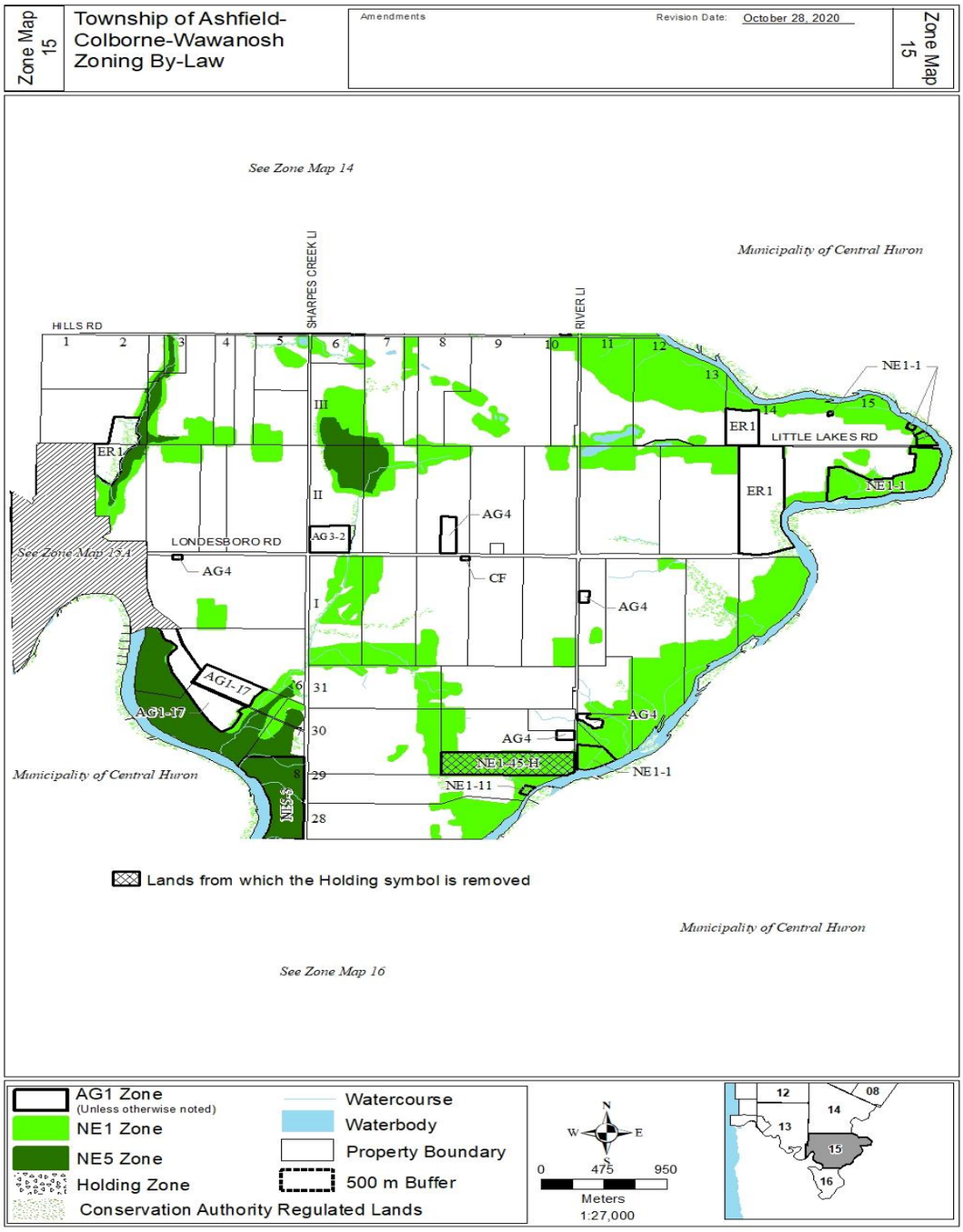
THE CORPORATION OF THE TOWNSHIP OF
ASHFIELD-COLBORNE-WAWANOSH

SCHEDULE 2

BY-LAW NUMBER 79-2020



THE CORPORATION OF THE TOWNSHIP OF
ASHFIELD-COLBORNE-WAWANOSH
SCHEDULE 3
BY-LAW NUMBER 79-2020



THE CORPORATION OF THE TOWNSHIP OF
ASHFIELD-COLBORNE-WAWANOSH

BY-LAW NUMBER 74-2020

Being a bylaw to authorize the transfer of certain lands in the Township of Ashfield-Colborne-Wawanosh

WHEREAS the Corporation of the Township of Ashfield-Colborne-Wawanosh has, pursuant to Sections 8, 9, 10, 11 and 270 of the *Municipal Act, 2001*, S.O.2001, c. 25, as amended, the authority to purchase property;

AND WHEREAS Kevin Foster is the Owner of the lands that are described in Schedule A to this By-law, being the subject property;

AND WHEREAS the Owner has agreed to transfer the subject property to the Township for the purchase price of $50,000.00;

NOW THEREFORE, the Council of the Corporation of the Township of Ashfield-Colborne-Wawanosh **ENACTS AS FOLLOWS:**

1. That the purchase of the subject property, as described in Schedule A, from the Owner is hereby authorized.

2. That the Mayor and CAO/Deputy Clerk are hereby authorized to execute the Agreement of Purchase and Sale, as attached hereto as Schedule B and to execute all documents regarding the above noted sale.

3. That Schedule A and B shall form part of this by law.

Read a FIRST and SECOND time this 3rd day of November 2020.

Read a THIRD TIME and FINALLY PASSED this 3rd day of November 2020.

_____
Mayor, Glen McNeil

_____
CAO/Deputy Clerk, Mark Becker

By-law 74-2020
SCHEDULE A

ALL AND SINGULAR that certain parcel or tract of land and premises situated, lying and being in the Township of Ashfield-Colborne-Wawanosh in the County of Huron, being compromised of:
Part of PK Lot 11, W/S London RD, Plan 136, Ashfield, TOWNSHIP OF ASHFIELD-COLBORNE-WAWANOSH, shown as Part A on Severance Sketch as attached as Schedule "B" of the Agreement.

PIN: 41109-0425

By-Law 74-2020
Schedule B

AGREEMENT OF PURCHASE AND SALE (hereinafter called the "APS")
this 5 74 day of ~~September~~ October, 2020.

BETWEEN:

KEVIN FOSTER
(hereinafter called the "Vendor")

-and-

THE CORPORATION OF THE TOWNSHIP OF ASHFIELD-COLBORNE-WAWANOSH
(hereinafter called the "Purchaser")

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

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

SECTION I
GENERAL

1. The Purchaser agrees to purchase the Property and the Vendor agrees to sell the Property according to the terms of this Agreement.

2. In consideration of the agreement referred to in the preceding paragraph, the Purchaser shall pay a total Purchase Price of Fifty Thousand Dollars ($50,000.00) to the Vendor. The Purchase Price shall be paid as follows:

   (a) One Dollar ($1.00) is payable by the Purchaser upon execution of this Agreement, to be held on an interest free basis by the Solicitor for the Vendor as a deposit pending completion of this transaction on account of the Purchase Price on completion, or if this Agreement is not completed through no fault of the Purchaser, the deposit shall be returned to the Purchaser; and

   (b) The balance of the Purchase Price, subject to adjustments, shall be paid to the Vendor on the Completion Date, by certified cheque.

SECTION II
PURCHASE OF PROPERTY

3. Irrevocable Date

(a) This APS shall be open for acceptance by the Vendor until the 30th day of ~~September~~ October 2020, and when accepted shall constitute a binding contract of purchase and sale, otherwise the APS shall be null and void and all deposit monies paid shall be returned to the Purchaser without deduction

4. Deed

(a) The Vendor agrees to deed or transfer the Property to the Purchaser subject to the terms of this Agreement.

5. Completion Date

(a) The closing of this transaction shall take place sixty (60) days from the date of execution of the APS, or such other date as mutually agreed upon (the "Completion Date") at which time possession of the Property in "as is, where is" condition shall be given to the Purchaser other than as provided in this APS. The Vendor acknowledges that it has the right and authority to sell the Property.

6. Council Approval

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

7. Documents, Reports and Information

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

SECTION III
CONDITIONS, REPRESENTATIONS AND WARRANTIES

8. "As Is" Condition

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

9. Investigation by the Purchaser

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

10. Future Use

(a) The Vendor and the Purchaser agree that there is no express or implied condition, representation, or warranty of any kind that the future intended use of the Property by the Purchaser is or will be lawful except as may be specifically stipulated elsewhere in this Agreement.

11. Property Not for Resale

(a) The Purchaser covenants that it is purchasing the Property for road safety purposes and not for resale purposes.

12. Acknowledgement of Associated Severance

(a) The Purchaser and the Vendor acknowledge that this agreement is a condition of an associated application for severance of land.

(b) The Purchaser and the Vendor agree that the completion of the associated severance noted in subparagraph 13(a) is in no way a condition of this agreement.

SECTION IV
PRIOR TO COMPLETION DATE

13. Purchaser May Inspect the Property

(a) The Purchaser, its agents and contractors shall be permitted to inspect the Property and the buildings as frequently as is reasonably necessary between the date of acceptance hereof and the Completion Date at reasonable times and upon reasonable notice to the Vendor.

14. Insurance

(a) Pending closing, the Vendor shall hold all insurance policies and the proceeds thereof in trust for the parties as their interest may appear and in the event of damage to the Property. The Purchaser may elect to either receive the proceeds of the insurance and complete the purchase or to cancel the APS and have all the deposit monies paid to the Vendor returned together with all interest earned thereon without deduction.

SECTION V
COMPLETING THE TRANSACTION

15. Deed

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

16. Electronic Registration

(a) The parties agree that the transaction shall be completed by electronic registration pursuant to Part III of the *Land Registration Reform Act*, R.S.O. 1990, c.L.4 as amended. The parties acknowledge and agree that the delivery and release of documents may, at the discretion of the lawyer: a) not occur contemporaneously with the registration of the transfer/deed and other registerable documentation, and b) be subject to conditions whereby the lawyer receiving documents and/or money will be required to hold them in trust and not release them except in accordance with the terms of a written agreement between the lawyers entered into in the form of the Document Registration Agreement adopted by the Joint LSUC-OBOA Committee on Elective Registration of Title Documents.

17. Survey or Reference Plan

(a) The parties acknowledge that a Reference Plan shall be registered on title and will be used to provide a registerable description of the Property.

18. Examination of Title

(a) Title to the Property shall be good and marketable and free from all encumbrances except for any service easements or rights-of-way to be reserved in favour of the Vendor and for any easements or rights-of-way registered on title and any minor encroachments shown on the survey or Reference Plan delivered to the Purchaser.

(b) The Purchaser is allowed thirty (30) days from the execution of the APS to examine the title to the Property. If on or before this date the Purchaser furnishes the Vendor in writing with any valid objections: to the title; to any undisclosed outstanding work orders; to undisclosed non-compliance with the municipal by-laws or covenants and restrictions which run with the land and cannot be resolved before the Completion Date; as to any objection of which the Vendor shall be unable to remedy or correct by the Completion Date and which the Purchaser will not waive, then this APS shall, notwithstanding any intermediate acts or negotiations, be terminated and the deposit shall be returned to the Purchaser

without deduction and the Vendor and the Purchaser shall not be liable for any costs, damages, compensation or expenses.

19. Vendor to Discharge all Encumbrances

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

20. Adjustments

(a) The Vendor agrees that all security deposits, if any, held by the Vendor including interest thereon shall be credited to the Purchaser in the Statement of Adjustments prepared for the Completion Date.

(b) Any rents, mortgage, interest, taxes, local improvements, water and assessment rates shall be apportioned and allowed to the Completion Date, the day itself to be apportioned to the Purchaser.

21. Deliveries by the Vendor To The Purchaser on Closing

(a) The Vendor covenants and agrees to deliver to the Purchaser on the Completion Date, all such deliveries to be a condition of the Purchaser's obligation to close this transaction, the following:

(i) A deed of the Property;

(ii) Any survey or reference plan of the Property in the possession of the Vendor;

(iii) A Statutory Declaration by an authorized officer of the Vendor stating that accurateness and truthfulness of all of the representations and warranties;

(iv) A Statutory Declaration by an authorized officer of the Vendor as to possession of the Property in a form acceptable to the solicitors for the Purchaser;

(v) A Statutory Declaration by an authorized officer of the Vendor that it is not now, and upon completion will not be, a "non-resident person" within the meaning and for the purpose of Section 116 of the *Income Tax Act*, R.S.C., 1985, c. 1 (5th Supp.) as amended;

(vi) Certified copies of all appropriate Certificates, By-Laws and other documents of Vendor authorizing the transaction herein; and

(vii) Such further documentation and assurances as the Purchaser may reasonably require to complete the transaction contemplated by the APS.

22. Harmonized Sales Tax

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

(i) A certificate on or before the Completion Date containing a representation and warranty to the Vendor that:

(1) It is registered for the purpose of the HST on the Completion Date and specifying the HST registration number;

(2) It will self-assess the HST on its GST/HST return or file the prescribed form pursuant to subsection 228(4) of the Act in connection with the purchase of the Property; and

(3) The Property transferred pursuant to this APS is being purchased by the Purchaser, or its nominee or assignee, as principal for its own account and is not being purchased by the Purchaser as agent, trustee or otherwise on behalf of or for another person, and does not constitute a supply of residential complex made to an individual for the purpose of paragraph 221 (2) (b) of the Act.

(4) An indemnity, indemnifying and saving harmless the vendor from any HST payable on this transaction and penalty and interest relating to HST; and

(5) A notarial true copy of its HST registration confirmation.

SECTION VI
MISCELLANEOUS

23. Entire Agreement

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

24. Tender

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

25. Time of Essence

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

26. Planning Act

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

27. Notices

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

Solicitor for the Vendor:

Bardwell Law Office
ATTENTION: Sharon Bardwell
42 Albert Street
Stratford, ON N5A 3K3
Fax: (519) 273-7304

Solicitors for the Purchaser:

Duncan, Linton LLP
ATTENTION: Steven D.S. Ross
45 Erb Street East
Waterloo, ON N2J 1L7
Fax: (519) 886-8651

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

28. Successors and Assigns

(a) The Purchaser shall be permitted to assign all of its right, title and interest in and to this APS with the Vendor's written approval which shall not be unreasonably withheld. Subject to the restrictions in the preceding sentence, the Vendor agrees to engross the Transfer/Deed of Land as directed by the Purchase on the completion Date as the Purchaser may elect, and the Vendor agrees to complete the transaction contemplated by this APS on the Completion Date with such assignee or nominee. The Purchaser is released from all liability hereunder, if it assigns its interest in this APS. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

29. Schedules

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

(i) Schedule "A" Description of Property

30. Acceptance by Fax

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

31. Counterparts

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

32. Severability

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

[*signature page to follow*]

IN WITNESS WHEREOF the parties have executed this Agreement.

The Corporation of the Township of Ashfield-Colborne-Wawanosh

Mayor Glen McNeil
Mayor

Mark Becker
CAO/Deputy Clerk
We have authority to bind the Corporation of the Township of Ashfield-Colborne-Wawanosh

Witness

Name: Judy Nelson
Date: 10/5/2020

Kevin Foster

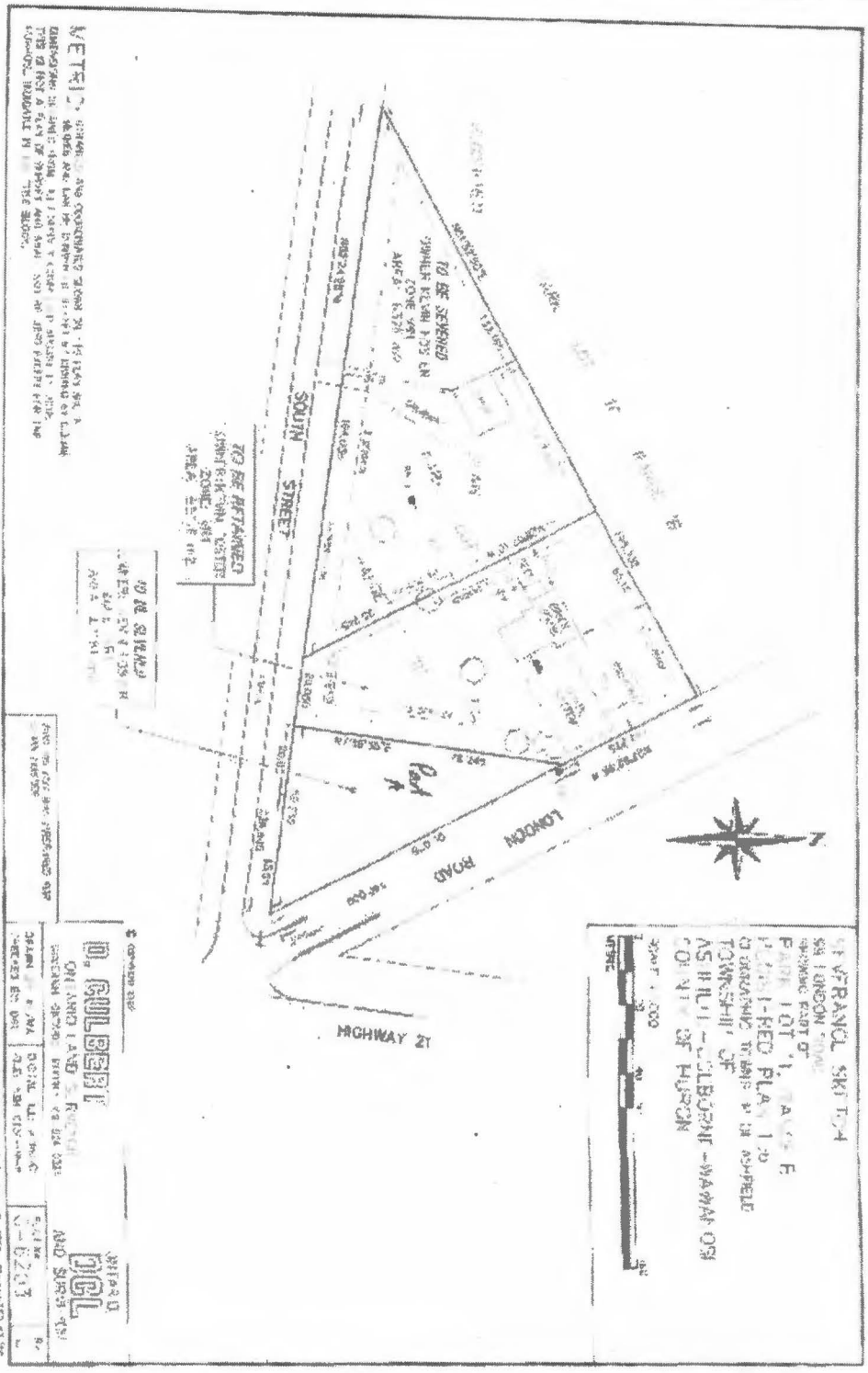
SCHEDULE "A"
LEGAL DESCRIPTION OF LANDS

ALL AND SINGULAR that certain parcel or tract of land and premises situated, lying and being in the Township of Ashfield-Colborne-Wawanosh in the County of Huron, being compromised of:

Part of PK Lot 11, W/S London RD, Plan 136, Ashfield, TOWNSHIP OF ASHFIELD-COLBORNE-WAWANOSH, shown as Part A on Severance Sketch attached as Schedule "B".

PIN: 41109-0425

Schedule "B"


SOUTH STREET
LONDON ROAD
HIGHWAY 21
TO BE SEVERED
TO BE RETAINED
Part A
N

10.1

ROMA Rural Ontario Municipal Association Annual Conference

ROMA 2021 Annual General Meeting and Conference

ROMA: Connecting Rural Ontario

January 25th-26th, 2021

A Virtual Event

The ROMA Board invites rural municipal leaders to join them at *ROMA: Connecting Rural Ontario*, January 25-26, 2021.

Rural Ontario knows the importance of connection. This year, connection is more vital than ever. The ROMA Conference is the key opportunity for rural municipal leaders to connect with colleagues, the Provincial Government, and industry experts.

The ROMA Annual Conference is also your opportunity to get updated on issues impacting rural communities. This year, the program will include topics such as:*

- Broadband
- Flooding
- Seniors' services and aging in rural communities
- Community Safety and Well-Being Plans
- Waste: full producer responsibility
- OPP matters
- Municipal impact of cannabis growing
- Digital government and virtual meetings
- Community paramedicine
- Implicit and explicit bias

Delegates will also hear from provincial leaders, have the opportunity to ask the experts at the Michael J. Smither Panel, and learn from political commentator, Chantal Hébert.

Register today to ensure your spot: roma.on.ca

*topics are subject to change

Toronto, Ontario
M5H 3C6

Problems Viewing this Email? Click Here

Details Announced for OGRA's 2021 Conference

OGRA is dedicated to bringing the latest ideas, best practices, and technological innovations to the municipal sector through our annual conference. We are also committed to your safety.

While this may be the 127th iteration of our conference, it will be the first time we're delivering it virtually. OGRA is pleased to announce this virtual gathering will take place February 22-25, 2021.

Expect a packed agenda with engaging speakers, a trade show with industry-leading products, and social sessions that will help you meet new people and catch up with those you know.

Watch your email and OGRA's social channels and website for an announcement for more information on registration, speakers, and sessions.

This will be the premier online virtual event of 2021. With live and recorded sessions that will keep you glued to your screen.

Mark your calendars for 9:00am-1:00pm on February 22-25, 2021.

Add to Calendar

Have a look at the OGRA Career Hub. Where you look for a career, not just a job.

Join the conversation at the OGRA Interchange

The Ontario Good Roads Association advances the infrastructure and transportation interests of our members through training, advocacy and services.

TOWNSHIP OF
ASHFIELD - COLBORNE - WAWANOSH

THE CORPORATION OF THE TOWNSHIP OF
ASHFIELD-COLBORNE-WAWANOSH

BY-LAW NUMBER 78-2020

BEING A BY-LAW to confirm the proceedings of the Corporation of the Township of Ashfield-Colborne-Wawanosh at its meeting held on November 3, 2020

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 3rd day of November 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 3rd day of November 2020.

Read a THIRD TIME and FINALLY PASSED this 3rd day of November 2020.

_____
Mayor, Glen McNeil

_____
CAO/Deputy Clerk, Mark Becker