

AGENDA
Township of North Dundas
636 St. Lawrence Street Winchester ON
Tuesday, March 3, 2020 7:00 PM

Page

1. Call Meeting to Order by Resolution

2. Adoption of Agenda

a) Additions, Deletions or Amendments

All matters listed under Consent Agenda, are considered to be routine and will be enacted by one motion. Should a Council member wish an alternative action from the proposed recommendation, the Council member shall request that this matter be moved to the appropriate section at this time.

3. Disclosure of Pecuniary Interest and General Nature Thereof

4. Adoption of Minutes

5. Delegations

6. Closed Session

a) Pursuant to Section 239 (2) (k) of the Municipal Act, 2001 S.O. c.25 - a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the Municipality or local board

7. Open Session

8. Action Requests

a) **Finance**

b) **Economic Development and Communications**

c) **Public Works**

i. [Population Projections for Water & Wastewater Servicing Study](#)

3 - 15

d) **Waste Management**

e)	Planning Building and Enforcement	
i.	UCDSB Winchester Public School Concept Plan	16 - 25
f)	Recreation and Culture	
g)	Fire	
h)	CAO	
i)	Clerk	
9.	Tenders and Quotations	
10.	By-laws	
a)	By-law No. 2020-15 Term Extension - Russell Township By-law Enforcement Services	26 - 39
11.	Key Information	
a)	Public Works - Water and Sanitary Sewer Capacity Allocation Draft By-law	40 - 50
12.	Consent Agenda	
13.	Boards and Committees	
14.	Motions and Notices of Motions	
15.	Petitions	
16.	Council Comments and Concerns	
17.	Unfinished Business	
18.	Ratification By-law	
a)	By-law No. 2020-14	51
19.	Adjournment by Resolution	



ACTION REQUEST – Public Works	
To:	Mayor and Members of Council
Date of Meeting:	March 3, 2020
Subject:	Population Projections for Water & Wastewater Servicing Study

RECOMMENDATION:

THAT Council accept the 20-year population projections for the village of Winchester and Chesterville as summarized by JL Richards in their memo dated February 14, 2020.

BACKGROUND:

Staff have asked JL Richards to undertake a water and wastewater servicing study to look at capacity in Winchester and also proceed with a drinking water Environmental Assessment. As part of these projects it is necessary to establish a proposed 20-year population growth projection for the systems. The 20-year population projections will serve as the basis for establishing the drinking water and wastewater system requirement. Low Growth and High Growth Scenarios will be developed. Staff worked with JL Richards to prepare the population projections based on the information that we have available at this time.

Connection permit growth for the last 10 years for both Winchester and Chesterville has been included below as a basis for comparison with the projections in the JL Richards memo.

W= Winchester C=Chesterville

Year	Commercial	Residential		Total
	Winchester	Winchester	Chesterville	
2019		14	1	15
2018		11	7	18
2017	1	8	1	10
2016	2	8	6	16
2015	2	10	6	18
2014	2	7	2	11
2013	1	8	8	17
2012	1	12	3	16
2011	1	15	6	22
2010	1	14	7	22
	12	107	47	165

OPTIONS AND DISCUSSION:

1. That Council accept the growth projection included in the JL Richards memo dated February 14, 2020.
2. That Council choose to change the development phasing.
3. That Council not accept the 20-year projection phasing.

ATTACHMENTS:

JL Richards memo dated February 14, 2020.

OTHERS CONSULTED:

Angela Rutley
Calvin Pol
OCWA

PREPARED BY:



Dan Belleau
Director of Public Works

REVIEWED & APPROVED BY:



Angela Rutley, BBA
CAO

MEMORANDUM



**J.L. Richards
& Associates Limited**
864 Lady Ellen Place
Ottawa, ON Canada
K1Z 5M2
Tel: 613 728 3571
Fax: 613 728 6012

PAGE 1 OF 5

TO: Calvin Pol, BES, MCIP, RPP
Director of Planning, Building
and By-Law Enforcement
Township of North Dundas

DATE: February 14, 2020

FROM: Jordan Morrissette, M.Eng., P.Eng.

JOB NO.: 28855-000

RE: **North Dundas Drinking Water
Supply System Capacity
Expansion Class EA Technical
Memorandum No. 1
Population Growth and
Development Projections (Rev. 1)
DRAFT**

CC: Angela Rutley, Township of North Dundas
Dan Belleau, Township of North Dundas
Dave Markell, Ontario Clean Water Agency
Sarah Gore, P.Eng., J.L. Richards & Associates
Limited
Mark Buchanan, P.Eng., J.L. Richards &
Associates Limited

INTRODUCTION

The purpose of this Memorandum is to assist in establishing proposed 20 year population projections for the Village of Winchester and the Village of Chesterville within the Township of North Dundas (Township) by determining their potential development opportunities for growth. The 20 year population projections will serve as the basis for establishing the drinking water supply system requirements for the North Dundas Drinking Water Supply System Capacity Expansion Class Environmental Assessment (Class EA).

EXISTING POPULATION AND GROWTH SCENARIOS (WINCHESTER AND CHESTERVILLE)

A review of available 2016 Census information indicates that the population in 2016 within Winchester and Chesterville was approximately 2,394 and 1,677 persons, respectively. It is noted that based on 2011 Census information, the population was 2,460 people in Winchester and 1,448 people in Chesterville, representing an annual percentage growth rate of approximately -0.5% and 3.1%, respectively over the five (5) year period. Due to the development anticipated within both villages over the next 20+ years, the following growth scenarios are proposed to be used for the Class EA:

Low Growth Scenario

- Winchester: Projected annual growth rate of 1.5% from 2016 to 2019. Projected population growth from 2019 to 2039 based on the future potential development within Winchester provided by the Township (refer to Table 1) not including Phase 2 to Phase 5 of the proposed Wellings of Winchester development (Area 11);
- Chesterville: Projected at an annual growth rate of 3.5% from 2016 to 2019 and at an annual growth rate of 1.5% from 2019 to 2039.

High Growth Scenario

- Winchester: Projected annual growth rate of 1.5% from 2016 to 2019. Projected population growth from 2019 to 2039 based on the future potential development within Winchester provided by the Township (refer to Table 1) including Phase 2 to Phase 5 of the proposed Wellings of Winchester development (Area 11);

- Chesterville: Projected at an annual growth rate of 3.5% from 2016 to 2019 and at an annual growth rate of 3.5% from 2019 to 2039.

POPULATION PROJECTIONS FOR WINCHESTER

In order to determine the potential population increase in Winchester for the Low Growth and High Growth Scenarios, an updated list of potential development areas and their associated types of land-use was obtained from the Township. Table 1 provides a description of the future potential developments in Winchester and the total projected units and/or commercial area estimated. The areas identified in Table 1 are illustrated in Figure M1-1.

TABLE 1: WINCHESTER FUTURE POTENTIAL DEVELOPMENT¹

Area	Description	Total Projected Units or Residents	Commercial Area
A	Existing – Not Connected	28	-
1	Pioneer Gas Restaurant / Car Wash	Constructed	-
2A	Commercial #31 Strip	-	1.13 ha
2B	Commercial #31 Strip	-	1.22 ha
3	Commercial #43 / #31 corner	-	0.97 ha
4	Industrial/Commercial John Deere	-	6.17 ha
5	Commercial – Main Street South side	-	0.45 ha
6	Commercial – Main Street North side	-	(0.33 L/s)
7	Motel	14	-
8	Restaurant – Country Kitchen	7	-
9A	Commercial/Residential	-	5.07 ha
9B	Commercial/Residential	-	Buildout ²
10	Commercial	Mini storage	0.88 ha
11A	Wellings of Winchester + Commercial (Phase 1)	68 (refer to Table 2)	2.28 ha
11B	Wellings of Winchester (Phase 2 to Phase 5)	432 (refer to Table 3)	
12	Commercial	-	0.8 ha
13	Residential Infill/Apartment in-houses	15	-
14	Winfields Subdivision	9	-
15	Residential – Winfields Phase 2	-	Buildout ²
16	Commercial	-	0.75 ha
17	Residential (connected)	connected	-
18	New Dundas Manor ³	-	-
19	Old Dundas Manor Building and Property	-	1.19 ha
20	Guy Racine Subdivision - Phase 3	8	-
21A	Seniors Complex	54 residents	-
21B	Development	36	-
22A	Winchester Meadows Subdivision	22	-
22B	Winchester Meadows Subdivision	22	-
23	Vacant Residential	-	Buildout ²
24A	Woods Development	78	-
24B	High Density Apartments	21	-
25A	Woods Development	19	-
25B	Singles & Semis & Townhomes	36	-

Area	Description	Total Projected Units or Residents	Commercial Area
26	Residential – Barnhart	-	Buildout ²
27	Residential - M. Lafortune Investments	-	Buildout ²
28A	Residential	2	-
28B	Wintonia Drive / James Street	10	-
29A	Residential	15	-
29B	Esper Lane	51	-
30	Commercial	-	4.34 ha
31	Commercial	-	0.40 ha
LOW GROWTH SCENARIO⁴		393 units + 68 units Wellings + 54 residents	25.65 ha + 0.33 L/s
HIGH GROWTH SCENARIO⁵		393 units + 500 units Wellings + 54 residents	25.65 ha + 0.33 L/s
<ol style="list-style-type: none"> 1. List of potential development areas and their associated types of land-use were provided by the Township. 2. Additional development areas are available; these development areas are projected beyond a 20-year period. 3. The flow from the new Dundas Manor is anticipated to remain the same as the flow from existing Dundas Manor. 4. Low Growth Scenario includes Phase 1 of the Wellings of Winchester Development only. 5. High Growth Scenario includes Phase 1 to Phase 5 of the Wellings of Winchester Development. 			

Although, the Township's Official Plan (based on 2016 Census information) indicates a household occupancy of 2.45 persons per unit within the United Counties of Stormont, Dundas and Glengarry, the Township has reported that based on more recent information available, the household occupancy to be used for the Class EA is 2.5 persons per unit. The Township has also identified that the Wellings of Winchester development will have a different household occupancy since the proposed development is intended to be for seniors. Table 2 and Table 3 below presents Phase 1 potential population increase for Wellings of Winchester development (Area 11) as well as the total potential population increase for Phase 2 to Phase 5.

TABLE 2: POTENTIAL POPULATION INCREASE (PHASE 1) - WELLINGS OF WINCHESTER

Unit	Number of Residential Units	Household Occupancy (Persons per unit)	Potential Population Increase
1 - bedroom	42	1.17	49
2 - bedroom	26	1.62	42
TOTAL	68		91

TABLE 3: POTENTIAL POPULATION INCREASE (PHASE 2 TO PHASE 5) - WELLINGS OF WINCHESTER

Unit	Number of Residential Units	Household Occupancy (Persons per unit)	Potential Population Increase
1 - bedroom	286	1.17	335
2 - bedroom	146	1.62	237
TOTAL	432		572

Using the number of total projected units and residents (Table 1) and the different household occupancy for Phase 1 of the Wellings of Winchester development (Table 2), the total potential population increase for the Low Growth Scenario is summarized in Table 4 below.

TABLE 4: POTENTIAL POPULATION INCREASE IN WINCHESTER (LOW GROWTH SCENARIO)

Number of Residential Units	Household Occupancy (Persons per unit)	Number of People (based on units)	Number of Additional Residents (Seniors Complex)	Potential Population Increase
393	2.5	983	54	1,037
68	See Table 2	91	-	91
461	-	1,074	54	1,128
1. The above equivalent population is based on the Low Growth Scenario which does not include Phase 2 to Phase 5 of Area 11 – Wellings of Winchester Development.				

Using the above information, the 2039 population projections for the Low Growth and High Growth Scenarios in Winchester were determined and presented in Table 5.

TABLE 5: POPULATION PROJECTIONS IN WINCHESTER (2016 – 2039)

Year	Low Growth Scenario		High Growth Scenario	
	Projected Population Increase (Persons)	Population Projected (Low Growth Scenario)	Projected Population Increase (Persons)	Population Projected (High Growth Scenario)
2016	-	2,394 ¹	-	2,394 ¹
2019	108 ²	2,502	108 ²	2,502
2039	1,128 ³	3,630	1,128 ⁴ + 572 ⁵	4,202
1. Population based on the 2016 Census Information for Winchester. 2. 2019 population increase is based on an assumed annual growth rate of 1.5%. 3. Based on the potential population increase for Low Growth Scenario identified in Table 4. 4. Based on the potential population increase for Low Growth Scenario (including Phase 1 of the Wellings of Winchester development) identified in Table 4. 5. Based on the potential population increase for Phase 2 to Phase 5 of the Wellings of Winchester development identified in Table 3.				

POPULATION PROJECTIONS FOR CHESTERVILLE

As determined in consultation with the Township, Table 6 illustrates the projected population for the Low Growth and High Growth Scenarios for Chesterville to 2039 based on annual growth rates of 1.5% and 3.5% respectively.

TABLE 6: POPULATION PROJECTIONS IN CHESTERVILLE (2016 – 2039)

Year	Low Growth Scenario		High Growth Scenario	
	Annual Projected Growth Rate (%)	Population Projected (Low Growth Scenario)	Annual Projected Growth Rate (%)	Population Projected (High Growth Scenario)
2016	-	1,677 ¹	-	1,677 ¹
2019	3.5 ²	1,853	3.5 ²	1,853
2039	1.5 ²	2,409	3.5 ²	3,027

1. Population based on the 2016 Census Information for Chesterville.
 2. 2019 population increase is based on an assumed annual growth rate of 3.5%.
 3. Low annual growth rate (1.5%) and high annual growth rate (3.5%) developed in consultation with the Township.

TOTAL PROJECTED POPULATION FOR CLASS EA

As summarized in Table 7, the total projected population for Winchester and Chesterville based on the Low Growth and High Growth Scenarios are 6,039 and 7,229 people, respectively. These population projections will be used to determine water supply requirements for the drinking water system as part of the Class EA.

TABLE 7: TOTAL POPULATION PROJECTIONS IN WINCHESTER AND CHESTERVILLE (2039)

Village	2019 Total Population	Total Projected Population (Low Growth Scenario)	Total Projected Population (High Growth Scenario)
Winchester	2,502	3,630	4,202
Chesterville	1,853	2,409	3,027
TOTAL	4,355	6,039	7,229

Prepared by

J.L. RICHARDS & ASSOCIATES LIMITED

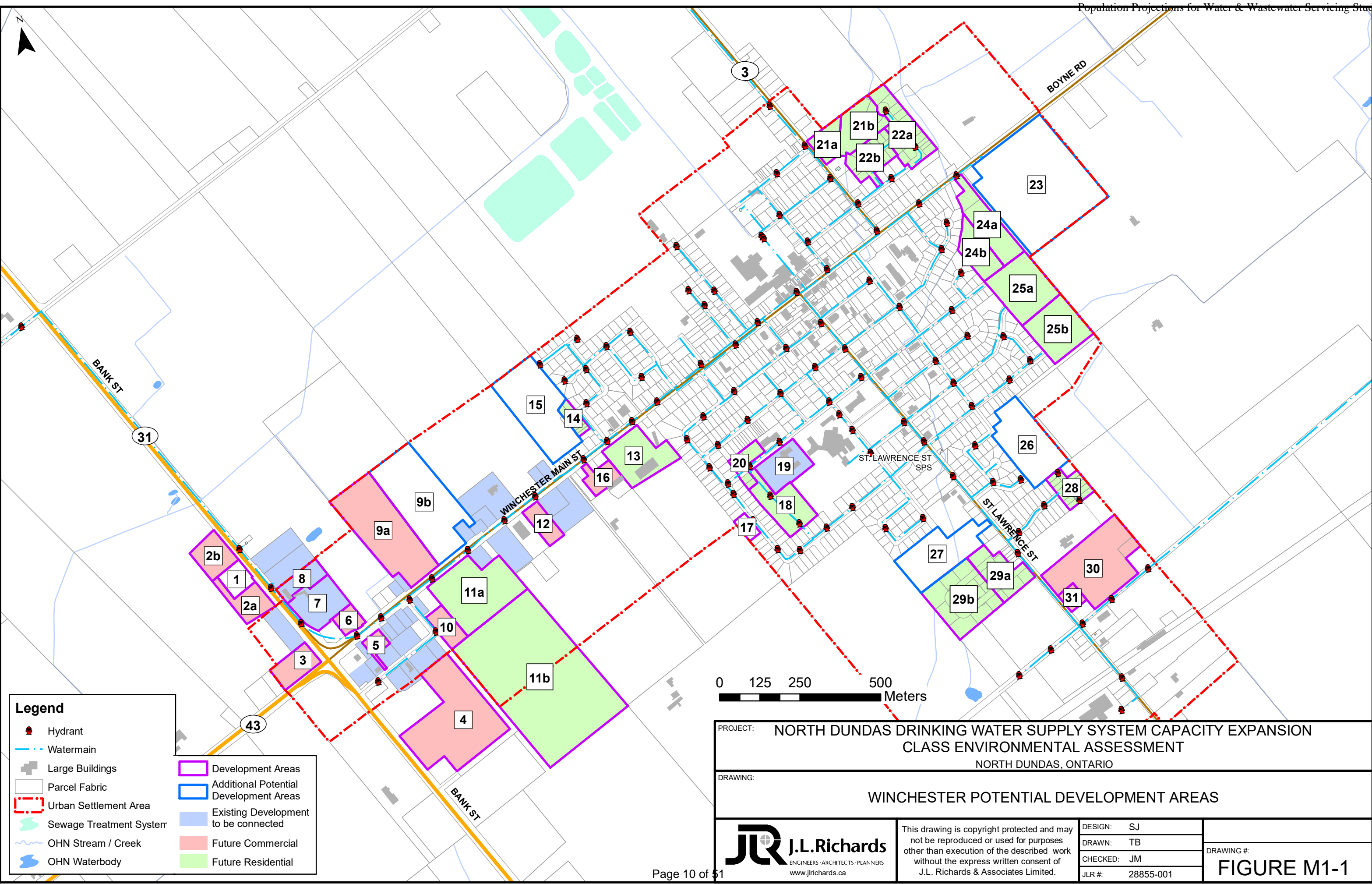
Reviewed by

J.L. RICHARDS & ASSOCIATES LIMITED

Sara Jamaliniya, M.Eng.

Jordan Morrissette, M.Eng., P.Eng.

File Location: P:\28000\28855-000 - North Dundas Municipal Class EA\5-Production\1-Civil\28855 DevelopmentAreas.mxd



Legend

- Hydrant
- Watermain
- Large Buildings
- Parcel Fabric
- Urban Settlement Area
- Sewage Treatment System
- OHN Stream / Creek
- OHN Waterbody
- Development Areas
- Additional Potential Development Areas
- Existing Development to be connected
- Future Commercial
- Future Residential



PROJECT: NORTH DUNDAS DRINKING WATER SUPPLY SYSTEM CAPACITY EXPANSION
 CLASS ENVIRONMENTAL ASSESSMENT
 NORTH DUNDAS, ONTARIO

DRAWING: WINCHESTER POTENTIAL DEVELOPMENT AREAS

JLR J.L. Richards
 ENGINEERS · ARCHITECTS · PLANNERS
 www.jlrichards.ca

This drawing is copyright protected and may not be reproduced or used for purposes other than execution of the described work without the express written consent of J.L. Richards & Associates Limited.

DESIGN:	SJ
DRAWN:	TB
CHECKED:	JM
JLR #:	28855-001

DRAWING #:
FIGURE M1-1

**TOWNSHIP OF NORTH DUNDAS
NORTH DUNDAS WATER AND WASTEWATER SERVICING STUDY
DEVELOPMENT PROJECTION AND PHASING**

TABLE 1: WINCHESTER FUTURE POTENTIAL DEVELOPMENT ⁽¹⁾

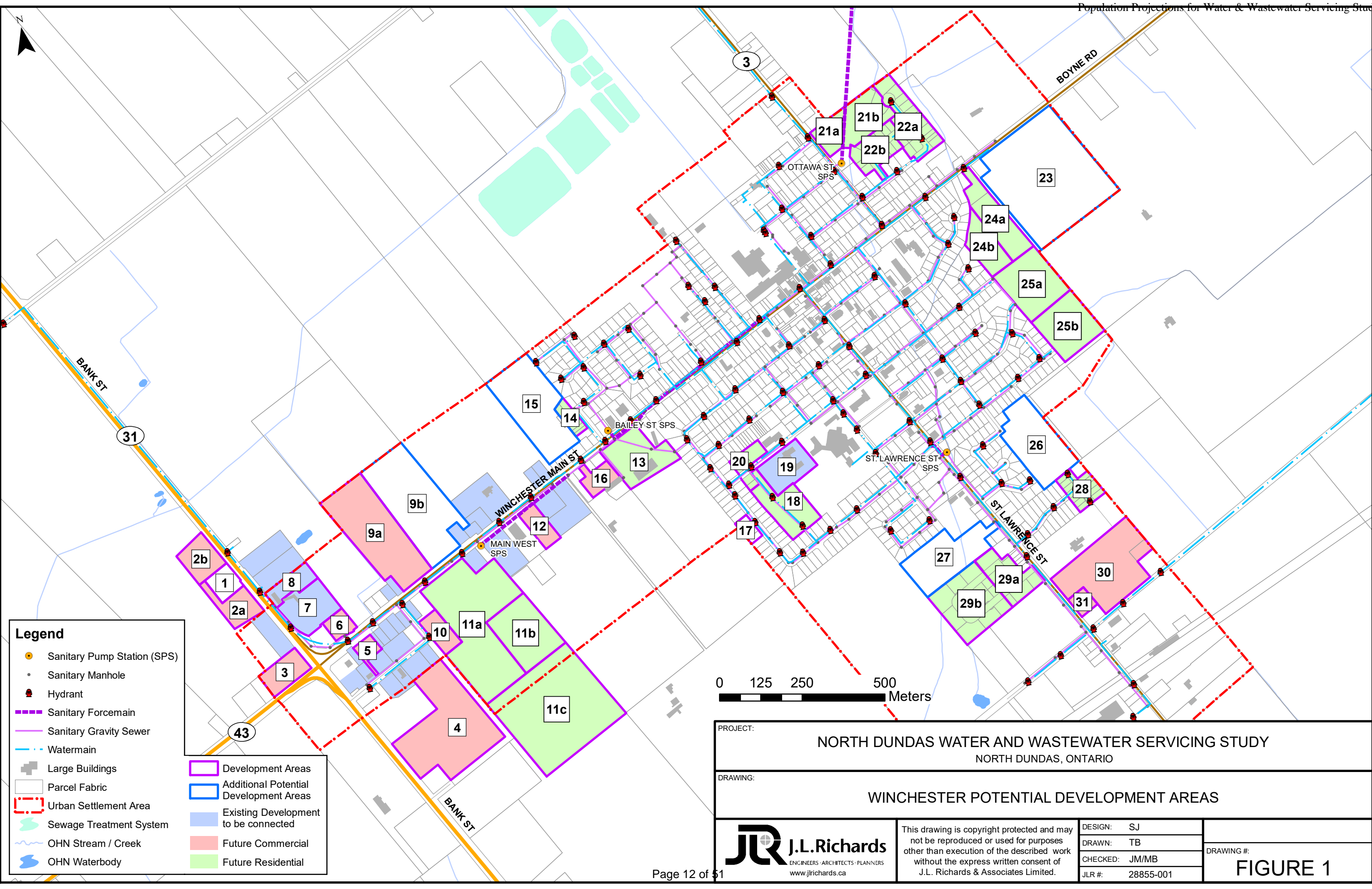
Area	Description	Total Projected Units or Residents	Commercial Area	Phasing (Years)
				<i>Near Term (1-5 Years), Mid-Term (5-10 Years), Long-Term (10-20 Years) or Build-Out (20+ Years)</i>
A	Existing – Not Connected	28	-	10 – 20
1	Pioneer Gas Restaurant / Car Wash	Constructed	-	Connected
2A	Commercial #31 Strip	-	1.13 ha	5 – 10
2B	Commercial #31 Strip	-	1.22 ha	10 – 20
3	Commercial #43 / #31 corner	-	0.97 ha	5 – 10
4	Industrial/Commercial John Deere	-	6.17 ha	5 – 10
5	Commercial – Main Street South side	-	0.45 ha	1 - 5
6	Commercial – Main Street North side	(0.33 L/s)	0.20 ha	1 - 5
7	Motel	14	-	10 - 20
8	Restaurant – Country Kitchen	7	-	10 - 20
9A	Commercial/Residential	-	5.07 ha	10 - 20
9B	Commercial/Residential	-	5.53 ha	20+
10	Commercial	-	0.88 ha	1 - 5
11A	Wellings of Winchester (Phase 1 and Phase 2)	150	2.28 ha	1 - 5
11B	Wellings of Winchester (Phase 3)	86	-	5 – 10
11C	Wellings of Winchester (Phase 4 to Phase 5)	264 ⁽²⁾	-	10 – 20
12	Commercial	-	0.80 ha	1 – 5
13	Residential Infill / Apartment in-houses	15	-	1 – 5
14	Winfields Subdivision	9	-	1 – 5
15	Residential – Winfields Phase 2	4.31 ha	-	20+
16	Commercial	-	0.75 ha	10 – 20
17	Residential	Connected	-	Connected
18	New Dundas Manor ⁽³⁾	-	-	1 – 5
19	Old Dundas Manor Building and Property	-	1.19 ha	5 – 10
20	Guy Racine Subdivision (Phase 3)	8	-	1 – 5
21A	Seniors Complex	54 residents	-	10 – 20
21B	Development	36	-	1 – 5
22A	Winchester Meadows Subdivision	22	-	1 – 5
22B	Winchester Meadows Subdivision	22	-	5 – 10
23	Vacant Residential	9.80 ha	-	20+
24A	Woods Development	78	-	5 – 10
24B	High Density Apartments	21	-	1 - 5
25A	Woods Development	19	-	5 - 10
25B	Singles & Semis & Townhomes	36	-	10 - 20
26	Residential – Barnhart	3.36 ha	-	20+
27	Residential - M. Lafortune Investments	3.09 ha	-	20+
28A	Residential	2	-	1 – 5
28B	Wintonia Drive / James Street	10	-	1 – 5
29A	Residential	15	-	5 – 10
29B	Esper Lane	51	-	10 – 20
30	Commercial	-	4.34 ha	10 – 20
31	Commercial	-	0.40 ha	10 – 20
Near Term (1-5 Years)		273 Units + 0.33 L/s	4.61 ha	-
Mid-Term (5-10 Years)		220 Units	9.46 ha	-
Long-Term (10-20 Years)		400 Units + 54 Residents	11.78 ha	-
Buildout (20+ Years)		20.56 ha	5.53 ha	-

1. List of potential development areas and their associated types of land-use were provided by the Township.

2. Additional 30 units assumed for Phase 4 and Phase 5 for Wellings of Winchester (total number of units for Phase 1 to Phase 5 is 500).

3. The flow from the new Dundas Manor is anticipated to remain the same as the flow from existing Dundas Manor.

File Location: P:\28000\28855-001 - North Dundas Servicing Study\3-Production\1-Civil\28855 DevelopmentAreas.mxd



Legend

- Sanitary Pump Station (SPS)
- Sanitary Manhole
- Hydrant
- Sanitary Forcemain
- Sanitary Gravity Sewer
- Watermain
- Large Buildings
- Parcel Fabric
- Urban Settlement Area
- Sewage Treatment System
- OHN Stream / Creek
- OHN Waterbody
- Development Areas
- Additional Potential Development Areas
- Existing Development to be connected
- Future Commercial
- Future Residential



PROJECT: **NORTH DUNDAS WATER AND WASTEWATER SERVICING STUDY**
 NORTH DUNDAS, ONTARIO

DRAWING: **WINCHESTER POTENTIAL DEVELOPMENT AREAS**

JR J.L.Richards
 ENGINEERS · ARCHITECTS · PLANNERS
 www.jrichards.ca

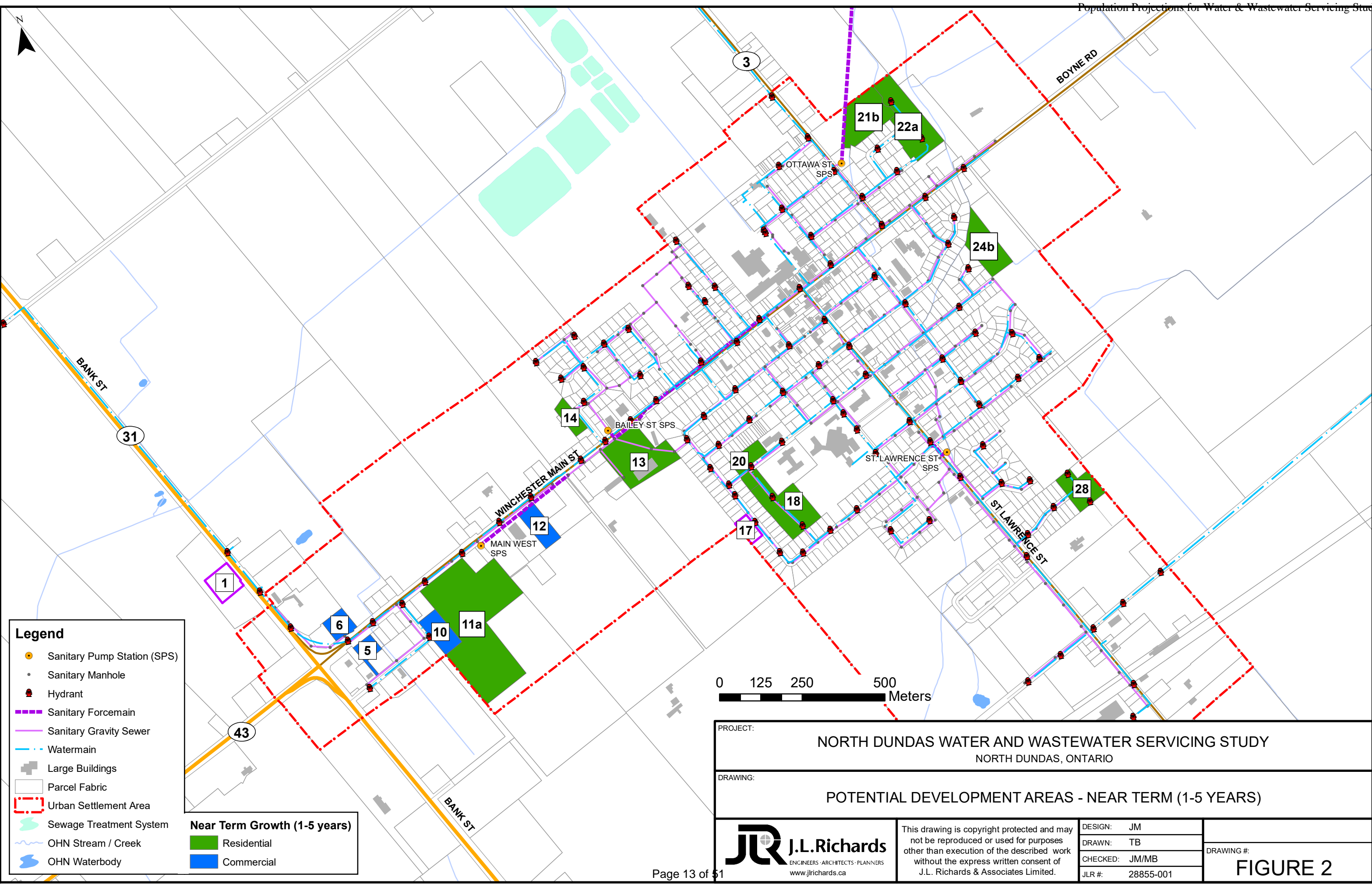
This drawing is copyright protected and may not be reproduced or used for purposes other than execution of the described work without the express written consent of J.L. Richards & Associates Limited.

DESIGN:	SJ
DRAWN:	TB
CHECKED:	JM/MB
JLR #:	28855-001

DRAWING #:
FIGURE 1

Plot Date: Friday, February 14, 2020 1:41:13 PM

File Location: P:\28000\28855-001 - North Dundas Servicing Study\3-Production\1-Civil\28855 NearTerm.mxd



Legend

- Sanitary Pump Station (SPS)
- Sanitary Manhole
- Hydrant
- Sanitary Forcemain
- Sanitary Gravity Sewer
- Watermain
- Large Buildings
- Parcel Fabric
- Urban Settlement Area
- Sewage Treatment System
- ~ OHN Stream / Creek
- ~ OHN Waterbody

Near Term Growth (1-5 years)

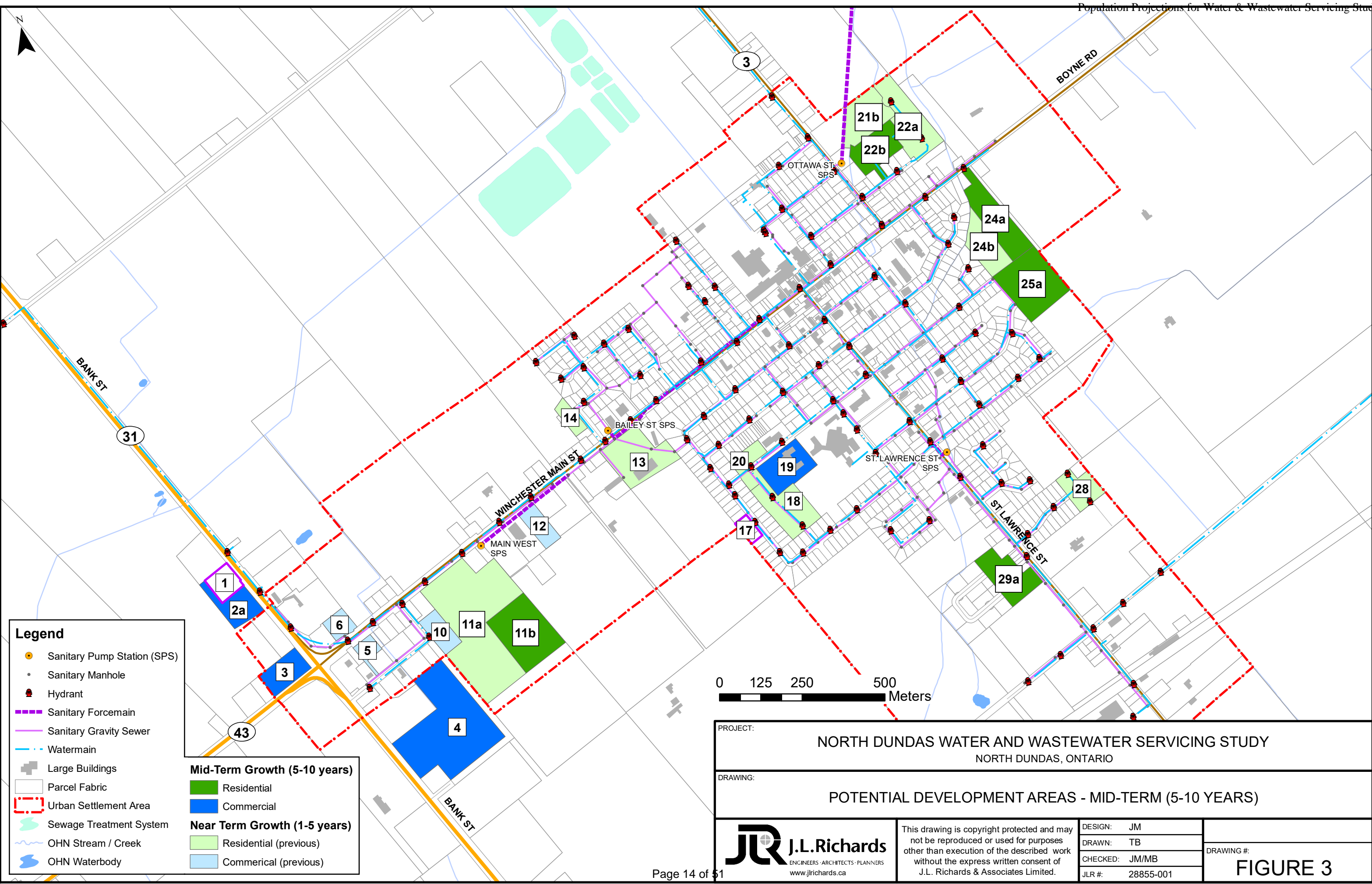
- Residential
- Commercial



PROJECT:	NORTH DUNDAS WATER AND WASTEWATER SERVICING STUDY NORTH DUNDAS, ONTARIO		
DRAWING:	POTENTIAL DEVELOPMENT AREAS - NEAR TERM (1-5 YEARS)		
 J.L. Richards <small>ENGINEERS · ARCHITECTS · PLANNERS www.jlrichards.ca</small>	DESIGN: JM	DRAWING #: FIGURE 2	
	DRAWN: TB		
CHECKED: JM/MB	JLR #: 28855-001		
This drawing is copyright protected and may not be reproduced or used for purposes other than execution of the described work without the express written consent of J.L. Richards & Associates Limited.			

Plot Date: Friday, February 14, 2020 1:49:14 PM

File Location: P:\28000\28855-001 - North Dundas Servicing Study\3-Production\1-Civil\28855 MidTerm.mxd



Legend

- Sanitary Pump Station (SPS)
- Sanitary Manhole
- Hydrant
- Sanitary Forcemain
- Sanitary Gravity Sewer
- Watermain
- Large Buildings
- Parcel Fabric
- Urban Settlement Area
- Sewage Treatment System
- OHN Stream / Creek
- OHN Waterbody

Mid-Term Growth (5-10 years)

- Residential
- Commercial

Near Term Growth (1-5 years)

- Residential (previous)
- Commercial (previous)



PROJECT: NORTH DUNDAS WATER AND WASTEWATER SERVICING STUDY
NORTH DUNDAS, ONTARIO

DRAWING: POTENTIAL DEVELOPMENT AREAS - MID-TERM (5-10 YEARS)

JR J.L.Richards
ENGINEERS · ARCHITECTS · PLANNERS
www.jrichards.ca

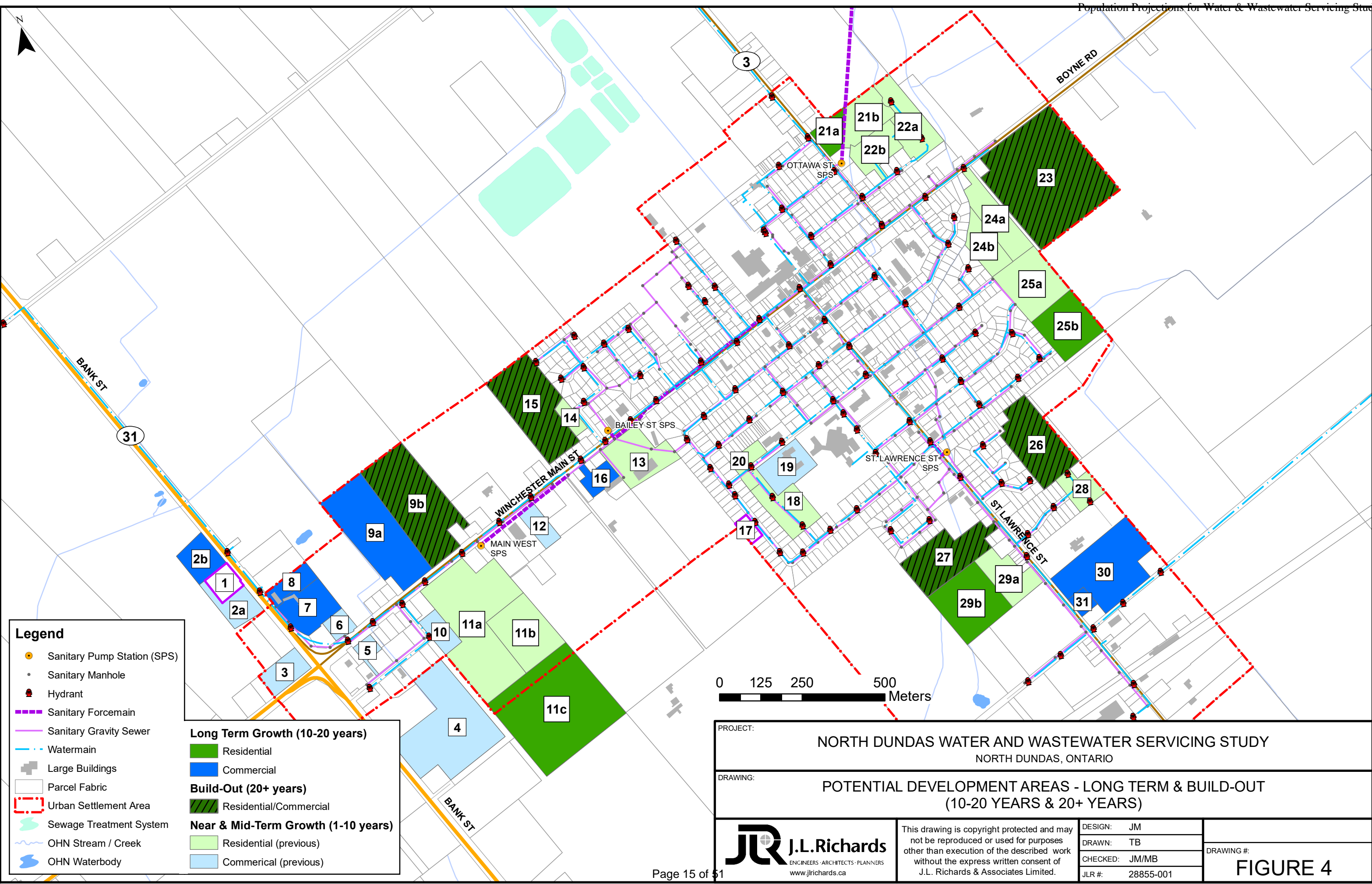
This drawing is copyright protected and may not be reproduced or used for purposes other than execution of the described work without the express written consent of J.L. Richards & Associates Limited.

DESIGN:	JM
DRAWN:	TB
CHECKED:	JM/MB
JLR #:	28855-001

DRAWING #:
FIGURE 3

Plot Date: Friday, February 14, 2020 1:52:28 PM

File Location: P:\28000\28855-001 - North Dundas Servicing Study\3-Production\1-Civil\28855 Long Term.mxd



Legend

- Sanitary Pump Station (SPS)
- Sanitary Manhole
- Hydrant
- Sanitary Forcemain
- Sanitary Gravity Sewer
- Watermain
- Large Buildings
- Parcel Fabric
- Urban Settlement Area
- Sewage Treatment System
- OHN Stream / Creek
- OHN Waterbody

Long Term Growth (10-20 years)

- Residential
- Commercial

Build-Out (20+ years)

- Residential/Commercial

Near & Mid-Term Growth (1-10 years)

- Residential (previous)
- Commercial (previous)



PROJECT: NORTH DUNDAS WATER AND WASTEWATER SERVICING STUDY
NORTH DUNDAS, ONTARIO

DRAWING: POTENTIAL DEVELOPMENT AREAS - LONG TERM & BUILD-OUT
(10-20 YEARS & 20+ YEARS)

JR J.L.Richards
ENGINEERS · ARCHITECTS · PLANNERS
www.jrichards.ca

This drawing is copyright protected and may not be reproduced or used for purposes other than execution of the described work without the express written consent of J.L. Richards & Associates Limited.

DESIGN:	JM
DRAWN:	TB
CHECKED:	JM/MB
JLR #:	28855-001

DRAWING #:
FIGURE 4



ACTION REQUEST – Planning Building and Enforcement	
To:	Mayor and Members of Council
Date of Meeting:	March 3, 2020
Subject:	UCDSB Winchester Public School Concept Plan

RECOMMENDATION:

THAT Council accept, in principle, the revised UCDSB Concept Plans A-001 Revision 1 dated February 18, 2020 and A-002 dated January 21, 2020 with the following modifications:

- 1) no new stop sign erected on York Street at Louise Street;
- 2) the painted crosswalks at either end of York Street be removed; and
- 3) the pedestrian crosswalk across Louise Street to the WDMH Hospital entrance (not) be painted with two lines;

AND THAT the recommendations of the Township’s Traffic Engineer (lane controls and alignment, drainage, signage, rumble strips, flexible bollards, etc.) be included in the working drawings and road work designs;

AND THAT Council accept, in principle, the proposed construction cost allocation plan attached as “Table A”.

BACKGROUND:

Since a Key Information Report was presented to Council on September 10, 2019 regarding Concept Plans for adding a day care at the Winchester Public School, the Upper Canada District School Board (UCDSB) has met with the Township and Mayor on two occasions to consider modifications. At the February 19, 2020 meeting, almost all of the transportation and alignment issues were adequately addressed, and there was general conceptual agreement on all the technical issues/comments (minutes and revised concept plans are attached). Two design issues arose which staff felt Council should consider:

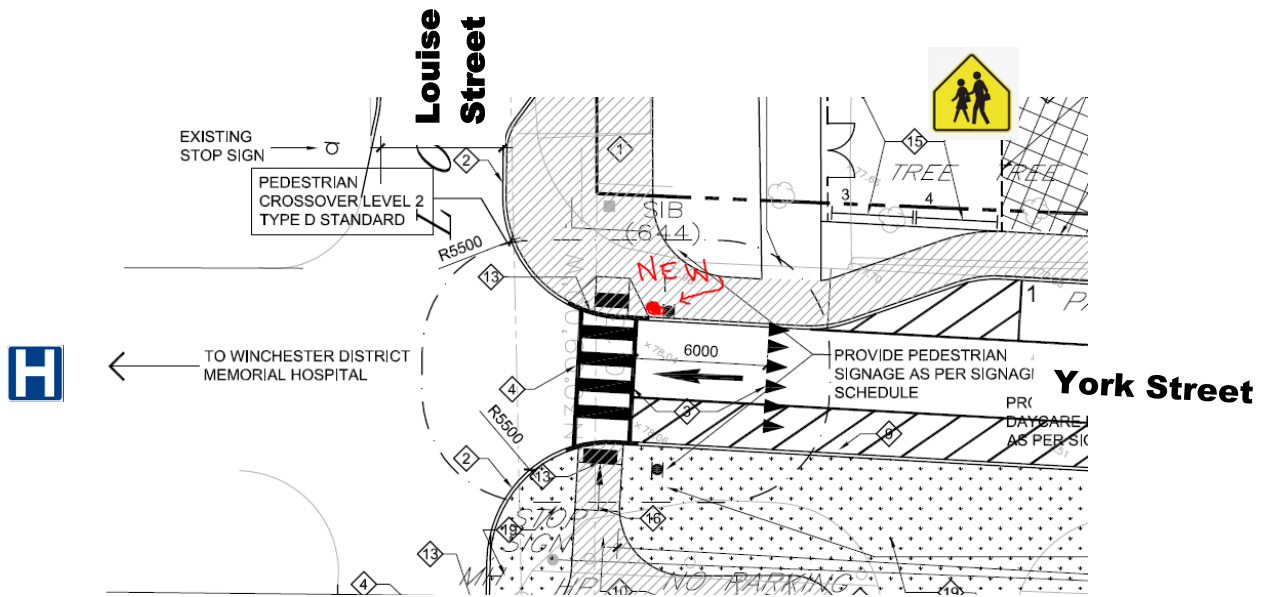
1. Should the right-of-way change on York Street?

One proposal has a new stop sign on York Street at Louise Street to allow pedestrians precedence over traffic going into the Hospital. Currently, traffic has the right-of-way into the hospital as there is no stop sign for vehicles traveling west on York Street into the hospital. (see images below)

2. Add a painted crossing to the hospital on Louise Street at York Street?

Currently, there is a stop sign at this location, but there is no paint showing a crossing to the hospital. (see images below)

QUESTION #1

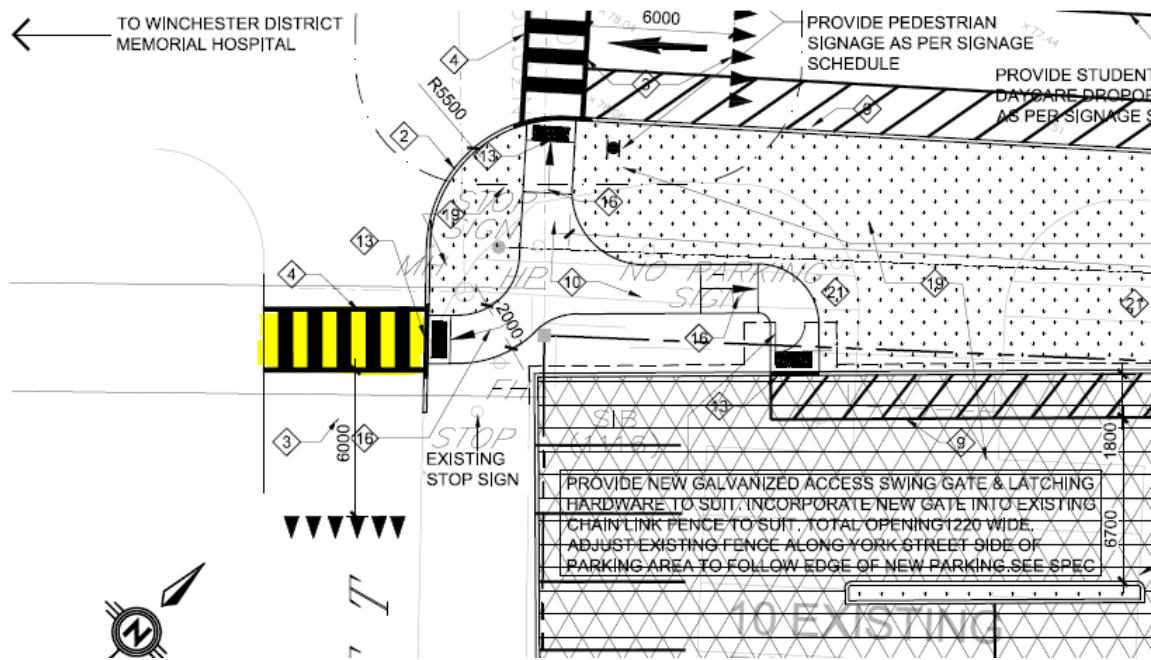


ADD NEW STOP SIGN?

If a stop sign is installed, this would give pedestrians the right-of-way over vehicles traveling into the hospital. Ambulances would have to stop before crossing Louise Street and entering the ambulance bay. Without the stop sign, pedestrians would have to wait until it is clear before crossing. Given the new one-way direction of York Street, the traffic flows on York are expected to be reduced considerably. The Township Traffic Engineer commented that the stop sign is not required and that Council should consider the brief occasions that there will be pedestrian crossings at this location.



QUESTION #2



ADD PAINTED CROSSWALK?

Currently, there is no clearly delineated crosswalk to the hospital across Louise Street. Council can elect to have lines painted on the road surface to formalize the crossing (there is a stop sign at this location). There are several types of lines (and signage) which can be painted, depending on the significance of the crossing. Two basic white lines can be used (typically used throughout the Township).



PROPOSED CONSTRUCTION PHASING AND COSTING:

Should Council accept, in principle, the revised concept plans, UCDSB will prepare a construction and phasing plan for the site. These plans will be necessary to determine how construction will be sequenced without causing significant disruptions in the area.

The UCDSB has put together a cost estimate for all the site works, sidewalks and road modifications. Table A below provides the cost estimates and proposed responsibilities. The division is by road segment. Some of the site works and playground area extend onto municipal property (road allowance) and therefore will require lease agreements which address construction, maintenance and future capital replacement.

The Township's Traffic Engineer indicated that the concept plans lack some details which will need to be included in the working drawings and road work designs (example: lane controls and alignment, drainage, signage, rumble strips, flexible bollards, etc.).

TABLE A

Class D Estimates			
Site Work	Cost Estimate	Proposed Responsibility	
		Township	UCDSB
York Street	\$288,950*		✓
Louise Street	\$155,300*		✓
Clarence Street	\$109,500* + \$5,000**	✓	
May Street (curbs)	\$30,500**	✓	
Pedestrian Crossing on St. Lawrence Street	\$30,000**	✓	
UCDSB Parking Lot	\$291,000*		✓
School landscaping/ playground pavement	\$105,150*		✓
Soccer field/street lights	\$166,250*		✓
Project Contingency	10%	✓	✓

* UCDSB Estimate

** Township Estimate

OPTIONS AND DISCUSSION:

1. Accept the revised concept plans in principle
2. Accept the proposed costing allocation in principle
3. Propose an alternative(s)

FINANCIAL ANALYSIS:

The UCDSB is proposing to finance the modifications to York Street and Louise Street. This includes the York Street mid-street crosswalk, signaling, signage, and required streetlighting changes. Sidewalk enhancements on Clarence Street would be a Township responsibility and would likely need to be budgeted for in 2021 to align with construction of the new daycare.

OTHERS CONSULTED:

Township Traffic Engineer
County Engineer
Director of Public Works
CAO
UCDSB

ATTACHMENTS:

UCDSB Concept Plans:

- A-001 Revision 1 dated February 18, 2020
- A-002 dated January 21, 2020

PREPARED BY:



**Calvin Pol, BES, MCIP, RPP
Director of Planning, Building &
Enforcement**

REVIEWED & APPROVED BY:



**Angela Rutley, BBA
CAO**



Concept Plan Review Meeting Minutes

Upper Canada District School Board – Winchester Public School Daycare
 Wednesday, February 19, 2020
 9:00 AM
 North Dundas Council Chambers

Members:

Calvin Pol	Director of Planning, Building & Enforcement	Present
Angela Rutley	CAO – Township of North Dundas	Present
Dan Belleau	Director of Public Works	Present
Vanessa Skelton	Transportation Project Manager, GHD	Present
Peter Bosch	UCDSB	Present
Steve Holmes	UCDSB	Present
Keith Dickie	N45 Architecture Inc. for UCDSB	Present
Paul Clarke	Planning Technician – Township of North Dundas	Present

Minute Taker: Paul Clarke

Meeting started at 9:05 am

Review of Previous Comments and Design Critiques

- Vanessa Skelton, P.Eng. suggests using rumble strips, new signs and flexible bollards to indicate wrong direction leaving the hospital onto York Street.
- Calvin would like bollards or some other method of preventing drivers from going the wrong way down York St when leaving the hospital.
- Discussion of the possibility of installing a mountable curb on the southeast end of York Street to slow traffic and clearly delineate that it is now a one-way street.
- Vanessa clarified that the pedestrian crossing in the middle of York between St. Lawrence and Louise should be a Type C Crossing. Dan suggested the signal lights could be solar powered.
 - A Type C crossing will include regulatory signs, warning signs, pavement markings (known as “shark teeth”) and rectangular rapid flashing beacons. (similar to the existing crossing on St. Lawrence).
- There will be only one signalized pedestrian crossing in the centre of York Street, unless Township Council decides otherwise.
- Painted crosswalk near St. Lawrence should be removed as it is just a regular intersection.
- If the right-of-way is given to ambulances and vehicles on York Street travelling into the hospital, then the proposed painted lines will need to be removed (painted lines give pedestrians the right-of-way).
- Council will ultimately need to decide on crosswalks for Louise Street at York Street and St. Lawrence St. at York St.
- Council and the County Engineer will need to decide if it is advisable to move the existing pedestrian crossing on St. Lawrence to the York St. and St. Lawrence St. intersection as part of this site plan.

ROUNDTABLE DISCUSSION

- Peter: There are only two street lights on York Street - will they be staying in their current location?
 - This will be part of the road design, we’ll need to check if there is adequate illumination for the street and decide to install new lights if necessary.
 - Illumination is required at pedestrian crosswalks.
 - Dan predicts three light poles needed.
 - Poles may need to be moved to opposite side of the street depending on illumination plan.
- Clarence Street and St. Lawrence St. have existing illumination.
- One-way signage will need to be added and Vanessa would like to see a signage plan submitted by UCDSB.

- Street signs on Clarence and Louise will also need to be moved.

FINANCES

- Peter would like Council approval as soon as possible to move forward.
- Can staff bring it in front of Council in March?
- Total estimate for site works is \$1.2M.
- Clarence Street South side estimate is \$109,500.
- York Street estimate is \$288,950.
- Louise Street estimate is \$155,300 – does not include stormwater management.
- New parking lot estimate is \$291,000 – paved with stormwater management.
- Landscaping and playground pavement estimate is \$105,150.
- Soccer field and street lights estimate is \$166,250.
- UCDSB would take care of all of Louise and York modifications, soccer field, relocation of lights if necessary, signal lights for pedestrian crosswalks, and all other site works on UCDSB property.
 - UCDSB would pay for initial light costs, but Township would be responsible for them after.
- If UCDSB runs into budget issues, the Township will want to ensure certain items don't get cut.
 - There will need to be a lot of communication about this project moving forward and run it by the Township first if there are budget issues that will affect this site plan.
- Township will be responsible for Clarence - \$109,500.
- Parts of Township roads will be leased, not sold to UCDSB.
- Get council approval for site plan details before agreements regarding road usage are brought to Council.
- UCDSB agreement should include that new proposed fences will not allow ownership transfer of the land.
- UCDSB will write a proposal for the financials to bring to Council.
- Addition to school is not included in water needs projection for the Village. UCDSB contends that there is no net change based on the earlier demolitions.

Meeting adjourned at 11:30 am

GRAPHIC LEGEND

[Symbol]	NEW ASPHALT SURFACE - SEE CIVIL
[Symbol]	NEW SODDED AREA
[Symbol]	NEW CONCRETE SIDEWALK / PAD - SEE CIVIL

SITE PLAN NOTES:

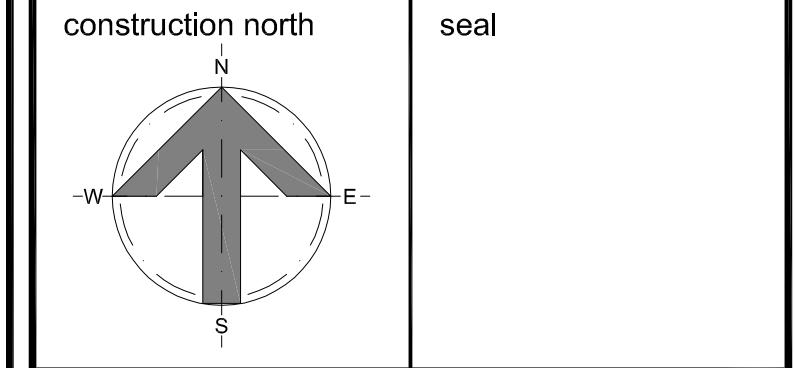
- NEW CONCRETE SIDEWALK. REMOVE EXISTING CONCRETE AND/OR ASPHALT SURFACES TO SUIT. SEE CIVIL.
- NEW CONCRETE CURB. NEW CONCRETE CURBS TO BE INSTALLED AS PER DRAWINGS (SEE CIVIL) AS FOLLOWS:
 - ALONG BOTH SIDES OF YORK STREET FROM LOUISE STREET TO ST. LAWRENCE STREET.
 - ALONG SCHOOL SIDE OF LOUISE STREET FROM YORK STREET TO CLARENCE STREET.
 - ALONG SOUTH SIDE OF CLARENCE STREET.
 - AROUND ENTIRE PERIMETER OF NEW SCHOOL PARKING LOT LOCATED SOUTH OF YORK STREET (INCLUDING REAR ALLEYS). ALL CURBS ARE TO BE INTEGRATED INTO EXISTING CURBS WITH RADIIUSES TO SUIT AS PER TOWNSHIP REQUIREMENTS. SEE CIVIL.
- NEW PAVEMENT PAINTING
- NEW PAINTED PEDESTRIAN CROSSING
- EXISTING PLAY STRUCTURE TO REMAIN
- EXISTING SIDEWALK TO REMAIN
- NEW DEPRESSED CURB C/W TACTILE WALKING SURFACE. SEE CIVIL
- NEW PARKING SPACE C/W PAVEMENT MARKING
- NEW PAINTED SAFETY ISLAND
- NEW ASPHALT SURFACE. SEE CIVIL
- PROVIDE 2" ACER X FREEMANN FREEMANN MAPLE, 60MM DIA. W8 STAKED
- NEW ENTRANCE TO PARKING LOT. SAWCUT EXISTING ASPHALT TO SUIT. SEE CIVIL.
- DEPRESSED CURB. SEE CIVIL.
- PRODUCT STANDARD OF ACCEPTANCE - ANCHOR CONCRETE SYSTEMS REDCAST 8 SERVICE BUILDING 2400 W X 1800 L X 210 H CLEAR INSIDE DIMENSIONS. SEE SPEC FOR ADDITIONAL DETAILS. REQUIREMENTS: STRUCTURE TO BE INTEGRATED INTO EXISTING FENCE WITH FRONT DOOR FACING & OPENING INTO SCHOOL YARD. MODIFY EXISTING FENCE TO ACCEPT BUILDING TO SUIT.
- RELOCATE FOUR (4) EXISTING 12" LONG BICYCLE RACKS TO YORK/ LOUISE STREET ENTRY GATE. EXACT LOCATION TO BE COORDINATED ON SITE WITH CLIENT CONSULTANT
- SLOPE SIDEWALK TO SUIT O.B.C. BARRIER FREE REQUIREMENTS. SEE CIVIL.
- CAREFULLY REMOVE EXISTING CHAIN LINK FENCE & REINSTALL TO FOLLOW NEW SIDEWALK BOUNDARY ALONG YORK STREET TO SUIT. INTEGRATE INTO REMAINING EXISTING CHAIN LINK FENCE TO SUIT. ADVISE OWNER & CONSULTANT IF ADDITIONAL CHAIN LINK FENCING SECTIONS WILL BE REQUIRED ONCE RELOCATED SECTIONS ARE SALVAGED. CONTRACTOR TO PROVIDE UNIT RATE COST PER FT IN BID FOR ADDITIONAL CHAIN LINK FENCING (TYP).
- NEW GALVANIZED CHAIN LINK FENCING TO MATCH EXISTING
- EXISTING ASPHALT SURFACE TO BE REMOVED. PREPARE SUB-BASE & PROVIDE NEW SOD TO SUIT. INTEGRATE TO EDGE OF EXISTING TURF
- EXISTING TREE TO REMAIN. DO NOT DISTURB ROOT BALL. CRIP-LINE
- EXISTING ASPHALT SIDEWALK TO BE REMOVED. PREPARE SUB-BASE AND PROVIDE NEW SOD TO SUIT. INTEGRATE INTO EDGE OF EXISTING TURF.

ISSUED FOR REVIEW	DATE
ISSUED FOR REVIEW	2020-01-20
ISSUED FOR REVIEW	2019-05-29
ISSUED FOR REVIEW	2018-12-07
ISSUED FOR REVIEW	2018-11-30
ISSUED FOR REVIEW	2018-11-23
ISSUED FOR 66% SUBMISSION	2018-10-15
ISSUED FOR REVIEW	2018-09-26

no.	revision	date

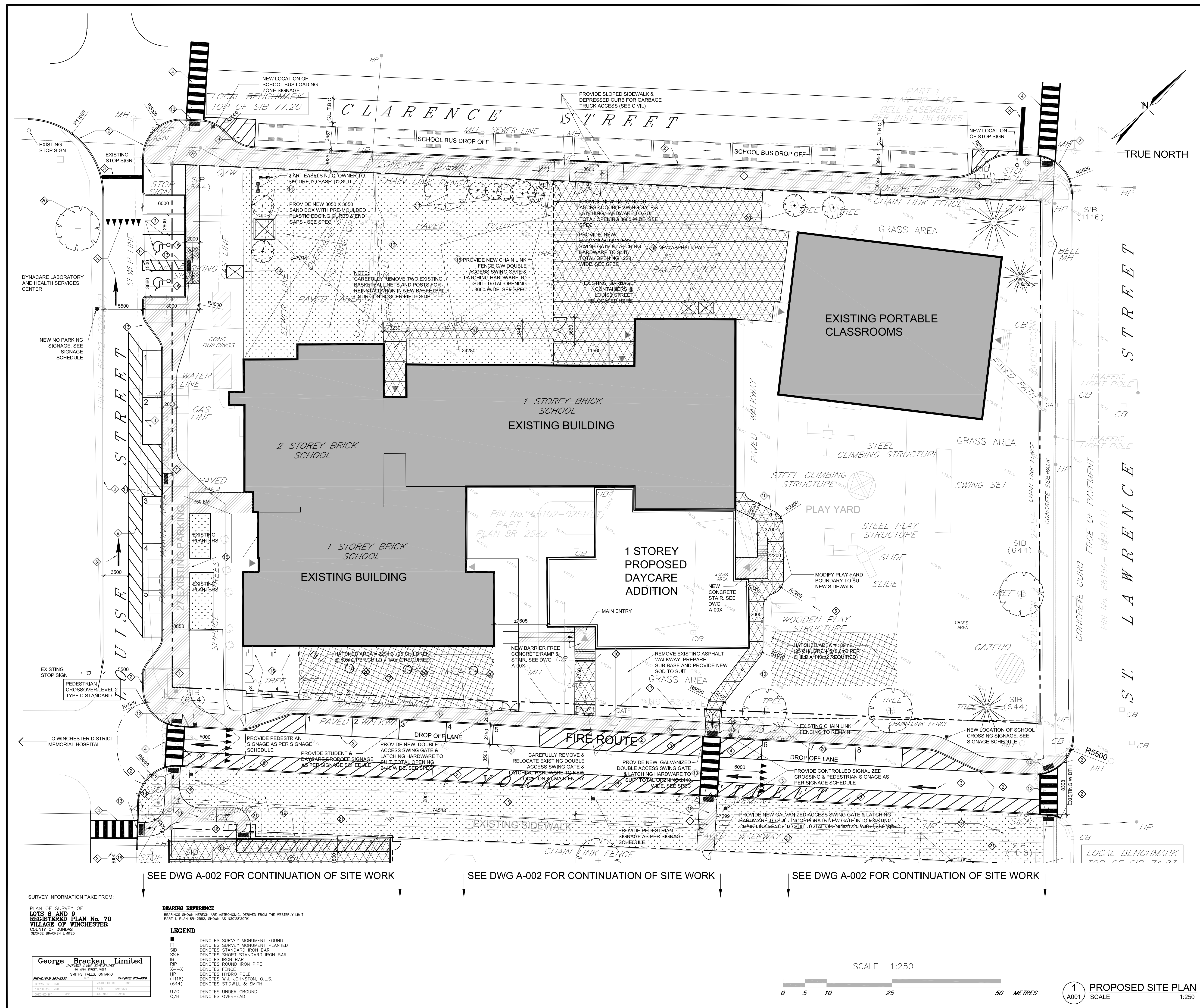
N45 ARCHITECTURE INC.
71 Bank Street, 7th Floor - Ottawa, Ontario, K1P 5N2
tel. 613.224.0095 fax 613.224.9811

UCDSB-WINCHESTER DAYCARE ADDITION
547 LOUISE STREET SOUTH, WINCHESTER, ONTARIO K0C 2K0



drawing title
**PARTIAL SITE PLAN
PROPOSED DAYCARE ADDITION**

scale 1:250	drawn by EC
date JAN 2020	checked by KD
project number 16-003	drawing number A-001
CONTRACTOR TO VERIFY ALL DIMENSIONS AND NOTIFY THE ARCHITECT OF ANY DISCREPANCIES BEFORE WORK COMMENCES.	revision
DO NOT SCALE DRAWINGS	



SURVEY INFORMATION TAKE FROM:
PLAN OF SURVEY OF LOTS 8 AND 9 REGISTERED PLAN No. 70 VILLAGE OF WINCHESTER COUNTY OF DUNDAS GEORGE BRACKEN LIMITED

BEARING REFERENCE
BEARINGS SHOWN HEREON ARE ASTROMONIC DERIVED FROM THE WESTERLY LIMIT PART 1, PLAN BR-2582, SHOWN AS N30°28'30"W.

LEGEND

- DENOTES SURVEY MONUMENT FOUND
- DENOTES SURVEY MONUMENT PLANTED
- SIB DENOTES STANDARD IRON BAR
- IB DENOTES SHORT STANDARD IRON BAR
- IRB DENOTES IRON BAR
- RPB DENOTES ROUND IRON PIPE
- X-X DENOTES FENCE
- HP DENOTES HYDRO POLE
- (1116) DENOTES W.J. JOHNSTON, O.L.S.
- (644) DENOTES STDWILL & SMITH
- U/G DENOTES UNDER GROUND
- O/H DENOTES OVERHEAD

George Bracken Limited
DIVISION OF GEORGE BRACKEN LIMITED
40 WALKER STREET, WEST SMITHS FALLS, ONTARIO
PHONE: (613) 265-2533 FAX: (613) 265-2535
WWW.GEORGEBRACKEN.COM

GRAPHIC LEGEND

- NEW ASPHALT SURFACE - SEE CIVIL
- NEW SODDED AREA
- NEW CONCRETE SIDEWALK / PAD - SEE CIVIL

- SITE PLAN NOTES:**
- NEW CONCRETE SIDEWALK: REMOVE EXISTING CONCRETE AND/OR ASPHALT SURFACES TO SUIT. SEE CIVIL.
 - NEW CONCRETE CURB: NEW CONCRETE CURBS TO BE INSTALLED AS PER DRAWINGS (SEE CIVIL) & AS FOLLOWS:
 - ALONG BOTH SIDES OF YORK STREET FROM LOUISE STREET TO ST. LAWRENCE STREET
 - ALONG BOTH SIDES OF LOUISE STREET FROM YORK STREET TO CLARENCE STREET
 - ALONG SCHOOL SIDE OF CLARENCE STREET
 - AROUND ENTIRE PERIMETER OF NEW SCHOOL PARKING LOT LOCATED SOUTH OF YORK STREET (INCLUDING ISLANDS).
 ALL CURBS ARE TO BE INTEGRATED INTO EXISTING CURBS WITH RAUBUSES TO SUIT AS PER TOWNSHIP REQUIREMENTS. SEE CIVIL.
 - NEW PAVEMENT PAINTING
 - NEW PAINTED PEDESTRIAN CROSSING
 - EXISTING PLAY STRUCTURE TO REMAIN
 - EXISTING SIDEWALK TO REMAIN
 - NEW DEPRESSED CURB CW TACTILE WALKING SURFACE. SEE CIVIL
 - NEW PARKING SPACE CW PAVEMENT MARKING
 - NEW PAINTED SAFETY ISLAND
 - NEW ASPHALT SURFACE. SEE CIVIL
 - PROVIDE 2" ACER X FREEMANN FREEMANN MAPLE, 60MM DIA. W/8 STAKED TO SUIT. SEE CIVIL.
 - NEW ENTRANCE TO PARKING LOT. SAWCUT EXISTING ASPHALT TO SUIT. SEE CIVIL.
 - DEPRESSED CURB. SEE CIVIL.
 - PRODUCT STANDARD OF ACCEPTANCE - ANCHOR CONCRETE SYSTEM RECAST & SERVICE BUILDING 2400 W X 1800 L X 2165 H CLEAR INSIDE DIMENSIONS. SEE SPEC FOR ADDITIONAL DETAILS & REQUIREMENTS. STRUCTURE TO BE INTEGRATED INTO EXISTING FENCE WITH FRONT DOOR FACING & OPENING INTO SCHOOL YARD. MODIFY EXISTING FENCE TO ACCEPT BUILDING TO SUIT.
 - RELOCATE FOUR (4) EXISTING 12" LONG BICYCLE RACKS TO YORK/ LOUISE STREET ENTRY GATE. EXACT LOCATION TO BE COORDINATED ON SITE WITH CLIENT/CONSULTANT
 - SLOPE SIDEWALK TO SUIT O.B.C. BARRIER FREE REQUIREMENTS. SEE CIVIL.
 - CAREFULLY REMOVE EXISTING CHAIN LINK FENCE & REINSTALL TO FOLLOW NEW SIDEWALK BOUNDARY ALONG YORK STREET TO SUIT. INTEGRATE INTO REMAINING EXISTING CHAIN LINK FENCE TO SUIT. ADVISE OWNER & CONSULTANT IF ADDITIONAL CHAIN LINK FENCING SECTIONS WILL BE REQUIRED ONCE RELOCATED SECTIONS ARE GALVANIZED. CONTRACTOR TO PROVIDE UNIT RATE COST PER FT IN BID FOR ADDITIONAL CHAIN LINK FENCING (TYP).
 - NEW GALVANIZED CHAIN LINK FENCING TO MATCH EXISTING
 - EXISTING ASPHALT SURFACE TO BE REMOVED. PREPARE SUB-BASE & PROVIDE NEW SOD TO SUIT. INTEGRATE TO EDGE OF EXISTING TURF
 - EXISTING TREE TO REMAIN. DO NOT DISTURB ROOT BALL / DRIP LINE
 - EXISTING ASPHALT SIDEWALK TO BE REMOVED. PREPARE SUB-BASE AND PROVIDE NEW SOD TO SUIT. INTEGRATE INTO EDGE OF EXISTING TURF

no.	revision	date
	ISSUED FOR REVIEW	2020-01-20
	ISSUED FOR REVIEW	2018-12-07
	ISSUED FOR REVIEW	2018-11-30
	ISSUED FOR REVIEW	2018-11-23
	ISSUED FOR 66% REVIEW	2018-10-15
	ISSUED FOR 33% REVIEW	2018-07-31

N45 ARCHITECTURE INC.
71 Bank Street, 7th Floor - Ottawa, Ontario, K1P 5N2
tel. 613.224.0095 fax 613.224.9811

UCDSB-WINCHESTER DAYCARE ADDITION

547 LOUISE STREET SOUTH,
WINCHESTER, ONTARIO
K0C 2K0

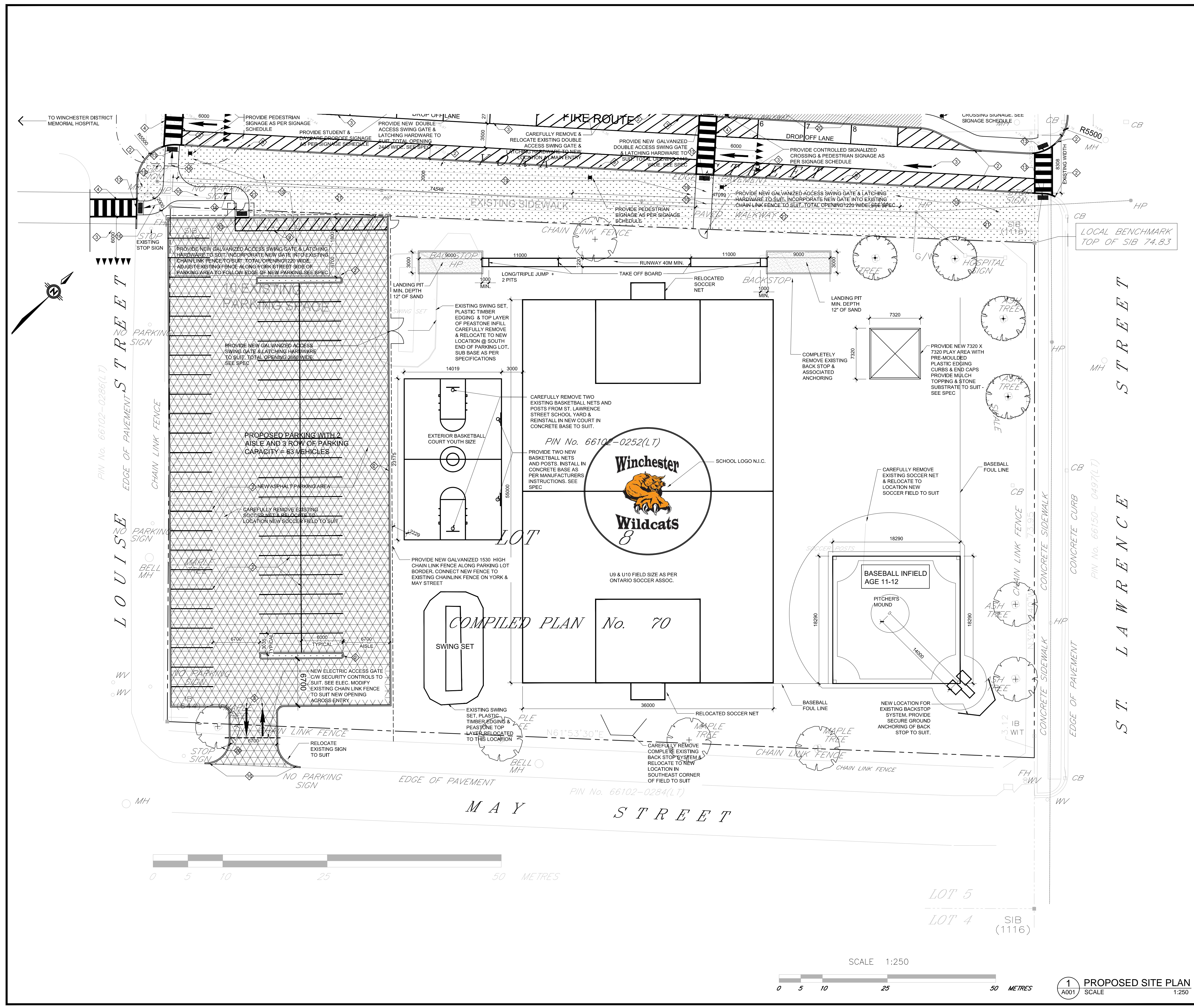
construction north seal

drawing title
**PARTIAL SITE PLAN
PROPOSED PARKING AREA**

scale 1:250	drawn by EC
date AUGUST 2018	checked by KD
project number 16-003	drawing number A-002

CONTRACTOR TO VERIFY ALL DIMENSIONS AND NOTIFY THE ARCHITECT OF ANY DISCREPANCIES BEFORE WORK COMMENCES.

DO NOT SCALE DRAWINGS



1 PROPOSED SITE PLAN
SCALE 1:250



ACTION REQUEST – Planning Building and Enforcement	
To:	Mayor and Members of Council
Date of Meeting:	March 3, 2020
Subject:	Term Extension - Russell Township By-law Enforcement Services

RECOMMENDATION:

That By-law No. 2020-15, being a By-law to amend Schedule “A” of By-law 2019-58 to extend the term of the agreement with Russell Township to December 31, 2020, be read and passed in Open Council, signed and sealed this 3rd day of March, 2020.

BACKGROUND:

The three (3) month agreement with the Township of Russell to provide temporary municipal by-law enforcement services expires on March 1, 2020. North Dundas has benefited from this agreement, as the Township was assigned an experienced officer (formerly was a North Dundas By-law Officer).

We are currently in the final steps of hiring a new Municipal Law Enforcement Officer. An extension to the current agreement would greatly benefit the Township of North Dundas to allow for a few days of cross-over training, for back-up purposes such as filling in during vacation or training periods. These days would be only on a limited, as-needed basis. Russell Township administration has indicated they would be willing to extend the agreement and assist North Dundas in this manner.

OPTIONS AND DISCUSSION:

1. **Adopt By-law No. 2020-15** – recommended. This extension would enable North Dundas Township to have an experienced By-law Officer from Russell Township available as a back-up on an as-needed basis.
2. **Do Nothing** – not recommended. North Dundas could have periods of time without by-law enforcement services.
3. **Refuse the Request** – not recommended. Same as above.

FINANCIAL ANALYSIS:

There is available room in the approved 2020 budget for occasional by-law services from Russell Township.

OTHERS CONSULTED:

Chief Administrative Officer
 Chief Building Official

Clerk
Township of Russell

ATTACHMENTS:
Draft By-law No. 2020-15

PREPARED BY:



**Calvin Pol, BES, MCIP, RPP
Director of Planning, Building &
Enforcement**

REVIEWED & APPROVED BY:



**Angela Rutley, BBA
CAO**

THE CORPORATION OF THE TOWNSHIP OF NORTH DUNDAS

BY-LAW No. 2020-15

***Being a By-law to Amend Schedule “A” of By-law No. 2019-58,
being a By-law to Enter into a By-law Enforcement Agreement
with the Township of Russell***

WHEREAS Council deems it desirable to amend the agreement with the Township of Russell to provide By-law Enforcement Services to the Township of North Dundas as provided for in the *Municipal Act, 2001*;

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

1. That Section 2 (1) of Schedule “A” to By-law No. 2019-58 is hereby repealed and replaced by “The term of this agreement shall be the period from November 13, 2019 to December 31, 2020, subject to review.”
2. That this By-law shall come into force and effect on the date of passing.

READ and passed in Open Council, signed and sealed this 3rd day of March, 2020.

MAYOR

CLERK

By-law No. 2019-58

SCHEDULE "A"

THIS AGREEMENT made in triplicate this 12th day of November 2019.

B E T W E E N:

**THE CORPORATION OF THE
TOWNSHIP OF NORTH DUNDAS**

OF THE FIRST PART

- AND -

**THE CORPORATION OF THE
TOWNSHIP OF RUSSELL**

OF THE SECOND PART

WHEREAS the Township of North Dundas has enacted by-laws to provide for the security and wellbeing of its citizens;

AND WHEREAS the by-laws require enforcement by Municipal Law Enforcement personnel and are desirous to enter into a joint enforcement agreement with the Corporation of the Township of Russell;

AND WHEREAS the Township of Russell does have Municipal Law Enforcement personnel and wishes to enter into an Agreement allowing its municipal enforcement staff to enforce some of the by-laws of the Township of North Dundas;

AND WHEREAS the parties to this Agreement agree that the Township of Russell shall provide to the Township of North Dundas certain services as described in this agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of \$2.00 and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

In this Agreement the following definitions will apply:

- (a) **"Contract Administrator"** shall mean the person charged with administering this Services Agreement on behalf of the Township of North Dundas signatory to this Agreement;

- Page 2 -

- (b) **“Officers”** shall mean those individuals appointed from time to time to act on behalf of the municipality signatory to this Agreement for the purposes of enforcing municipal by-laws;
- (c) **“Report”** shall mean the monthly report to be submitted to the Contract Administrator which will include information as provided in Schedule “C” attached hereto and forming part of this Agreement;
- (d) **“Services”** shall mean professional services to be provided by the Township of Russell pursuant to this Agreement and as specified in Schedule “B” of this Agreement;
- (e) **“Corporation”** shall mean and include the Corporation of the Township of Russell, its agents, officials and employees.

2. **TERMS OF AGREEMENT**

- (1) The term of this agreement shall be the period from November 13, 2019 to ~~March 1, 2020~~ **December 31, 2020**, subject to review.
- (2) This agreement may be terminated by either party upon the giving of 90 days written notice.
- (3) Provided neither party is in breach of any of the terms or conditions of this agreement, this agreement may be extended at the end of its term for a further period of two years on terms acceptable to both parties.

3. **LEVEL OF SERVICE AGREED UPON**

The Township of Russell agrees to furnish and perform the Services as set out in Schedule “B”:

The Township of Russell agrees to supply at its sole cost and expense all staff, equipment, accommodations and technical assistance necessary to perform the services to be furnished by it under this Agreement and to assume all overhead expenses in connection therewith.

- Page 3 -

4. CONSIDERATION

The Township of North Dundas agrees to pay the Township of Russell in consideration for the provision of services as described on the attached Schedule “B”, subsequent to receiving a report as per “Schedule C” during the term of this agreement, the amounts as described on the attached “Schedule A”.

5. INDEMNIFICATION

The Township of North Dundas agree that they will, from time to time, and at all time hereafter, well and truly save, keep harmless and fully indemnify the Township of Russell and each of its directors, officers, employees, agents, successors and assigns from and against all actions, claims, prosecutions and demands whatsoever which may be brought against or made upon the Township of Russell, its directors, officers, employees, agents, successors and assigns or any of them against loss, liability, judgements, claims, costs, demands or expenses which the Township of Russell may sustain, suffer or be put to, by reason of, or on account of, or in consequence of any negligent or intentional act or omission for which the Township of North Dundas, in law responsible.

For purposes of this section “costs” shall mean those costs awarded in accordance with the order of a court of competent jurisdiction, the order of a board, tribunal or arbiter or costs negotiated in the settlement of a claim or action.

6. INFORMATION

The Township of North Dundas will use their best efforts to make available any relevant municipal reports, all background information, data, drawings, plans, surveys and other materials relevant to the services, which are in their possession, for use by the Township of Russell, and will make available at reasonable times, staff members for the purposes of any necessary consultation. The Township of Russell shall not be responsible for costs or damages arising from errors or omissions in any of the information which is supplied by the Township of North Dundas.

7. GENERAL TERMS AND CONDITIONS**Co-operation – Public Enquiry Procedure**

The Township of North Dundas and the Township of Russell hereby jointly and severally covenant and agree to make the Public Enquiry Procedure set out in Schedule “D” attached hereto and forming part of this Agreement available to any party who has a complaint about the service.

8. INSURANCE

The Township of North Dundas also agrees that it shall, at its own expense during the performance of the Services, cause to be maintained Comprehensive General Liability and Professional Liability policies of insurance in all respects not less than \$10,000,000.00 of coverage. In respect of Comprehensive General Liability coverage, such coverage shall include:

- (a) the Township of Russell as additional insured;
- (b) a cross liability/severability of interest clause.

The Township of North Dundas further agrees that the coverage provided by the policies specified in this section will not be changed, amended, or cancelled by the Township of North Dundas until sixty (60) days after written notice of such intended change, amendment or cancellation has been delivered to the Contract Administrator of the Township of North Dundas and such change or amendment has been approved by her/him.

9. RIGHT OF AUDIT

An Auditor duly designated in writing by the Contract Administrator may audit and inspect accounts, records, receipts, vouchers, and other documents relating to the Services and shall have the right to make copies thereof and take extracts therefrom. The Township of Russell shall make available all facilities, physical and otherwise, for such audits and inspections and shall furnish the Contract Administrator and its authorized representatives with all such information as it, or they, may from time to time require with reference to such accounts, records, receipts, vouchers, and other documents, as aforesaid, to be preserved and kept available for audit and inspection at any reasonable time, until the expiration of two (2) years from the date of dismissal of the Township of Russell pursuant to Section 13 or from the date of completion of the Services hereunder, or until the expiration of such lesser or greater period of time as shall be approved in writing by the Contract Administrator.

10. DISMISSAL BY THE CONTRACT ADMINISTRATOR

It is agreed between the parties hereto that the Township of Russell may, on ninety (90) days' prior written notice, be dismissed by the Contract Administrator.

11. TERMINATION BY THE TOWNSHIP OF RUSSELL

It is agreed between the parties hereto that the Township of Russell shall have the right to terminate this Agreement on ninety (90) days' prior written notice.

12. PRINCIPAL OF THE TOWNSHIP OF RUSSELL

For the purposes of the Agreement, the following person is the principal of the Township of Russell:

Director of Public Safety and Enforcement/ CEMC:	Millie Bourdeau or other person authorized by Council
---	--

13. CONFIDENTIAL INFORMATION

Upon termination or expiry of this Agreement, the Township of Russell shall return to the Contract Administrator all written or descriptive matter, including but not limited to drawings, prints, descriptions or other papers, documents or any other material which contains any Confidential Information.

Subject to the Freedom of Information and Protection of Privacy Act, R.S.O./ 1990, and the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, and any amendments thereto, and except as expressly provided in this Section, no Confidential Information shall be disclosed in any manner whatsoever, without the approval in writing of the Contract Administrator, and

(a) the Township of Russell shall hold all Confidential Information obtained in trust and confidence for the Contract Administrator and shall not disclose any such Confidential Information, by publication or other means, to any person, company or other government agency nor use the same for any project other than for the benefit of the Township of North Dundas as may be authorized by the Contract Administrator in writing;

(b) any request for such approval by the Contract Administrator shall specifically state the benefit to the Contract Administrator of disclosure of Confidential Information.

(c) any use of the Confidential Information shall be limited to the express purposes as set out in the approval of the Contract Administrator.

(d) the Township of Russell shall not, at any time during or after the term of this Agreement, use any Confidential Information for the benefit of anyone other than the Township of North Dundas.

14. OFFICIAL NOTIFICATION

(a) Any notice herein required or permitted to be given under this Agreement shall be delivered to the Contract Administrator with a copy to:

Township of North Dundas
636 St. Lawrence Street, P.O. Box 489
Winchester, Ontario KOC 2K0

Attention: Angela Rutley

- and -

Township of Russell
717 Notre-Dame Street
Embrun, Ontario KOA 1W1

Attention: Director of Public Safety and Enforcement/
CEMC

- (b) Any notice given in accordance with Subsection (a) hereof, shall be deemed to have been received within 5 days of its mailing date.
- (c) Either party hereto may at any time give notice under this Section to the other of a change of address and thereafter such changed address shall be substituted for the previous address set out in subsection (a) hereof.

15. INTERPRETATION

Words importing the masculine gender shall include the feminine and neuter, and the singular shall include the plural where the meaning or context so requires.

16. COMPLETE AGREEMENT

16.1 This Agreement constitutes the complete and exclusive statement of the Agreement between the parties, which supersedes all proposals, oral or written, and all other communications between the parties, relating to the subject matter of this Agreement.

16.2 If one or more of the phrases, clauses, paragraphs, sections or subsections contained in the Agreement shall be declared invalid by the final and unappealable order, decree or judgement of any court of competent jurisdiction, this Agreement shall be construed as if such phrase(s), sentence(s), clause(s), section(s) or subsection(s), had not been inserted.

16.3 This Agreement may be changed only by written amendment signed and sealed by authorized representatives of both parties or by a court order pursuant to Subsection (2) hereof.

17. SUCCESSORS AND ASSIGNS

This Agreement shall jointly and severally enure to the benefit of and be binding upon the Township of Russell hereto, its heirs, executors, administrators, successors and permitted assigns.

This Agreement shall enure to the benefit of and be binding upon the Township of North Dundas, their successors and assigns.

IN WITNESS WHEREOF the parties have hereunto affixed their corporate seals duly attested to by the hands of their proper signing officers duly authorized in that behalf, this 12th day of November, 2019

THE CORPORATION OF THE TOWNSHIP OF NORTH DUNDAS

PER: _____
Mayor

PER: _____
Clerk

THE CORPORATION OF THE TOWNSHIP OF RUSSELL

PER: _____
Mayor

PER: _____
Clerk

SCHEDULE "A"

COSTS

Hourly rate:	\$ 60.00 per hour
Mileage:	\$ 0.52 cents per km for travel to Winchester subject to review if increase is significant . (Township of North Dundas to supply vehicle for travel within North Dundas)
Use of equipment:	No charge
Method of payment:	Monthly invoice

- Trained, qualified and experienced uniformed Municipal Law Enforcement Officer available during regular hours: Monday to Friday – 8:30 a.m. to 4:30 p.m.
- Support staff, drafting of letters, photocopies, postage, etc. will be provided by North Dundas.
- Monthly reports, some court preparation
- Necessary equipment: camera, photo finishing (three (3) copies for Court)
- Inquiries from North Dundas tax payers
- Identified vehicles available
- Complaints are dealt with, as per urgency but are addressed within 24 hours.
- Anticipate an average of 2 days per week of manpower

SCHEDULE “B”

**MUNICIPAL BY-LAWS TO BE ENFORCED
AND LEVEL OF SERVICE**

1. According to set fines and established legal procedures.
2. Availability - Regular office hours: Monday to Friday: 8:30 a.m. to 4:30 p.m depending on staff availability. Shifts subject to change.
3. The Township of North Dundas would be responsible to provide a By-law Enforcement vehicle for travel within the Township or to court.
4. These services do not include Council’s meeting, animal control and preparation of by-law or revision or any legal costs relating to By-law Enforcement.
5. The services include:
 - Enforcement of parking
 - Clean yard and/or Property Standard
 - All dog complaints but not capturing or keeping of such
 - Fire permits/regulations
 - Signs
 - Wildlife
 - Swimming pool

and others as agreed upon from time to time

SCHEDULE "C"
TOWNSHIP OF RUSSELL
ADMINISTRATION ACTIVITY REPORT
(MONTH/YEAR)

Type of calls - complaint
 - information

Kind of call - dog

By-laws enforced - clean yard

Charges laid

Detailed Monthly Activity Report
 Monthly Report to Council

as follows:

Month end for (Month/Year) in the Township of North Dundas.

Date	Time	File Number	Action	Comments
Total				km and hrs

SCHEDULE "D"
TOWNSHIP OF RUSSELL
ENQUIRY PROCEDURE

The Township of Russell is committed to providing the best possible service for our public and municipal government clients.

If you have an enquiry about the service provided by the Township of Russell, please follow the procedure outlined below:

STEP 1: Ask to speak immediately with the responsible supervisor or manager. The person you speak to will investigate your complaint and try to resolve it there and then.

On occasion, however, a manager may not be available, or may be unable to resolve the problem to your satisfaction. In this event you may wish to take the matter further.

STEP 2: Register a written request with the Township of Russell. Your enquiry should be dated and submitted within 14 days of the incident.

The Director of Public Safety and Enforcement/CEMC of the Township of Russell will investigate and provide a written answer to you within 14 days of receiving your complaint. Alternatively, the Director of Public Safety and Enforcement/CEMC may invite you to a meeting.



KEY INFORMATION REPORT

Public Works

March 3, 2020

SUBJECT: Water and Sanitary Sewer Capacity Allocation Draft By-Law

Attached for Council's review is a copy of a draft by-law to establish a growth management and development allocation process for the water distribution and sanitary sewer systems.

The water and waste water infrastructure is approaching maximum capacity and as such a development allocation system must be maintained. The intent of this By-law is to attain a sustained steady rate of development and associated population growth in the Township, within the available capacity of the water and sanitary sewer systems.

At the beginning of each fiscal year, Public Works will present an Annual Development Allocation report to Council detailing the water and waste water capacity that is available for development. System capacity will then be allocated by a resolution of Council in accordance with the attached by-law.

All Capacity Allocations granted pursuant to this By-law, shall expire two (2) years from the date it is awarded, unless an agreement has been entered into with respect to a particular Development Application and construction of services (if applicable) has commenced.

**THE CORPORATION OF THE *TOWNSHIP* OF NORTH DUNDAS
BY-LAW No. 2020-XX**

Being a By-law to Establish a Growth Management and Development Allocation Process for the Water Distribution and Sewage Treatment Systems of The Corporation of the Township of North Dundas.

WHEREAS section 11 of the *Municipal Act, 2001*, S.O. 2001, c.25 (hereinafter referred to as the “*Act*”) authorizes The Corporation of The Township of North Dundas (hereinafter the “*Township*”) to pass by-laws respecting the production, treatment, storage and distribution of water throughout the *Township*;

AND WHEREAS section 11 of the *Act* authorizes the *Township* to pass by-laws respecting the collection and treatment of sanitary sewage throughout the *Township*;

AND WHEREAS the *Township* desires to establish a Growth Management Development Allocation System in the *Township* to direct the allocation of *Water Capacity* and *Sanitary Sewer Capacity* in accordance with the purpose and intent of the Official Plan of the United Counties of Stormont, Dundas and Glengarry.

AND WHEREAS the availability of *Water Capacity* and *Sanitary Sewer Capacity* may vary from year to year, it is in the best interests of the residents of the *Township* that *Water Capacity* and *Sanitary Sewer Capacity* be allocated in a manner which is consistent with the *Township*'s development priorities as set out herein;

AND WHEREAS the *Township* deems it appropriate that the issuance of all building permits in the Villages of Chesterville and Winchester shall be subject to the provisions of this By-law;

NOW THEREFORE the *Council* of The Corporation of the Township of North Dundas enacts as follows:

1.0 SHORT TITLE

1.1 That this By-law shall be known as the “Water and Sanitary Sewer *Capacity Allocation By-law*”.

2.0 DEFINITIONS

2.1 For the purposes of this By-law, the following definitions shall apply:

Act means the *Municipal Act, 2001*, S.O. 2001, c.25.

Annual Development Allocation shall mean the total number of units of *Water Capacity* and the total number of units of *Sanitary Sewer Capacity* which may be allocated for development.

Applicant means the *Owner* of *Land* or the authorized agent of the *Owner*.

Capacity Allocation means the granting of *Water Capacity*, *Sanitary Sewer Capacity* or both.

Capacity Allocation Date means the date which is sixty (60) days after any Application Date or such other date to which the *Capacity Allocation Date* may be extended in accordance with this By-law.

Council means the Municipal Council of The Corporation of the Township of North Dundas;

Development Application means an application for the development of *Land* or building(s) which shall include but not be limited to:

- a) an application for a connection to the *Water Distribution System* or *Sewage Treatment System* for an existing building or structure;
- b) the approval of a condominium under Section 50 of the Condominium Act or draft approval of a plan of subdivision under Section 50 of the Planning Act;
- c) any change in use that requires an occupancy permit under Section 34(6) of the Planning Act and which increases the demand for *Water Capacity* and/or *Sanitary Sewer Capacity*;
- d) approval of a Site Plan Agreement under Section 41(7) of the Planning Act which increases the demand for *Water Capacity* and/or *Sanitary Sewer Capacity*; or
- e) any other development of a property which requires connection to the *Water Distribution System* or the *Sewage Treatment System* or an increase in the demand for *Water Capacity* or *Sanitary Sewer Capacity* which has not already been provided for in this By-law;

Land shall mean any existing lot of record and any new lot of record created by Transfer/Deed of Land, Plan of Subdivision or Condominium Plan;

Owner or Owners means the person(s) who is/are the registered Owner(s) of *Land*;

Project means a development Project which requires *Water Capacity*, *Sanitary Sewer Capacity* or both;

Sanitary Sewer Capacity means a unit of capacity within the *Sewage Treatment System* as calculated in accordance with Provincial Guidelines;

Sewage Treatment System means the sanitary sewage collection and treatment system of the *Township*;

Township shall mean the Corporation of The Township of North Dundas;

Water Capacity means a unit of capacity within the *Water Distribution System* as calculated in accordance with Provincial Guidelines;

Water Distribution System means the water distribution system of the *Township*;

3.0 BACKGROUND STATEMENTS

- 3.1 It is the intent of this By-law that the *Township* attain a sustained steady rate of development and associated population growth in the *Township* within the available capacity of the water and sanitary sewer systems.
- 3.2 The water and sanitary sewer infrastructure are approaching maximum capacity and as such a development allocation system must be maintained.
- 3.3 All future development in the *Township* shall be required to satisfy the requirements of this by-law to ensure proper use of the available *Water Capacity* and *Sanitary Sewer Capacity* as determined from time to time.
- 3.4 There is an existing and growing competition for capacity between residential and non-residential development in the urban area.
- 3.5 The *Township* shall encourage development that can provide the necessary infrastructure and services to accommodate new residential development and attract new non-residential development. The *Township* shall make use of available infrastructure and minimize the need for public funds to assist with new development whenever possible.
- 3.6 There is a need for affordable housing in the urban area for those employed in the community and for groups such as the elderly persons.

4.0 WATER DISTRIBUTION SYSTEM AND SEWAGE TREATMENT SYSTEM CAPACITY

- 4.1 The *Township* shall, at least annually, determine the available units of *Water Capacity* and *Sanitary Sewer Capacity*. The available *Water Capacity* and *Sanitary Sewer Capacity* shall represent the *Annual Development Allocation*.
- 4.2 After the effective date of this By-law, no application for a building permit which requires *Water Capacity* or *Sanitary Sewer Capacity* shall be accepted by the *Township* until such *Applicant* receives a *Capacity Allocation* in accordance with the provisions of this By-law.
- 4.3 After the effective date of this By-law, no approval or draft approval (as applicable) for a *Development Application* which requires *Water Capacity* or *Sanitary Sewer Capacity* shall be granted by the *Township* until such *Applicant* receives a *Capacity Allocation* in accordance with the provisions of this By-law.

5.0 DETERMINATION OF THE DEVELOPMENT ALLOCATION

- 5.1 On or before January 31 of each year, *Council* shall approve the *Annual Development Allocation*.
 - 5.1.1 The Public Works Departments shall present a report to *Council* which provides the appropriate *Annual Development Allocation* to be available for development.
 - 5.1.2 Staff shall not, in any year, recommend the allocation of *Water Capacity* or *Sanitary Sewer Capacity* which exceeds the available capacity set out in the *Annual Development Allocation*.

6.0 APPLICATION PROCEDURES

- 6.1 Application for *Capacity Allocation* - The application for *Capacity Allocation* shall be completed by using the designated form available from the *Township*.
- 6.2 Determination of Completeness or Request for Additional Information - The Public Works Department shall review for completeness all applications for *Capacity Allocation*. Within ten (10) days after the Application Date, the Public Works Department shall advise the *Applicant* if the application is deemed complete or incomplete. Should the application be deemed incomplete, the Public Works Department shall indicate on the notice what additional information is required to properly evaluate the application.

Failure to submit the requested additional information within thirty (30) days from the date the notice is mailed shall disqualify the application.

- 6.2.1 If any question arises as to the nature of any *Ownership* interest for any property, the *Applicant* shall provide all requested information to determine the nature of such *Ownership* interest.
- 6.3 Changes in *Capacity Allocation* Application - Once submitted, an *Applicant* may not alter its application to request an increased number of *Capacity Allocations* but may reduce the number of *Capacity Allocations* being sought.
- 6.4 Fee for Review of Application - Each *Capacity Allocation* application shall be accompanied by a processing fee of Three Hundred Dollars (\$300.00). The processing fee for non-successful applications shall be refunded. The application fee shall be in addition to all other municipal development processing and permit fees. Applications for *Capacity Allocation* for not more than one (1) unit of either *Water Capacity* or *Sanitary Sewer Capacity*, or both, shall be exempted from the application fees.
- 6.5 *Capacity Allocations* Recommendations and Decision
 - 6.5.1 Within sixty (60) days of receipt of the completed Application, the Public Works Department shall provide notification of approval or denial of the application by *Council*.
 - 6.5.2 Where additional time is needed to fully evaluate the applications, the date described in 6.5.1 above may be extended for up to thirty (30) days.
 - 6.5.3 Staff shall determine the available *Capacity Allocations* and make a recommendation to *Council*. Allocation decisions in this regard shall be final.
- 6.6 Withdrawal of Application - An *Applicant* may elect to withdraw an application for *Capacity Allocation* at any time prior to Council's decision on the *Capacity Allocation* and 50% of the application fee paid by the *Applicant* shall be refunded. Where an application is withdrawn after the *Capacity Allocation* has been made, the application fee shall not be refunded.
- 6.7 Allocation to *Land* and *Project*- As of the date of adoption of this By-law, a *Capacity Allocation* can only be allocated to the *Land* and the *Project* which is the subject of the application and not to an *Applicant* or to another *Project* on the same *Land*. A *Capacity Allocation* is not allocated to the *Owner* of *Land* and as such is not transferable.

7.0 EVALUATION OF APPLICATIONS FOR CAPACITY ALLOCATIONS

- 7.1 When evaluating the *Projects* which should receive *Capacity Allocation*, the Planning and Public Works Departments and *Council* shall evaluate the applications for *Capacity Allocation* taking into consideration the following factors which are set out in no particular order:
- 7.1.1 priorities as set out in the Official Plan of the United Counties of Stormont, Dundas and Glengarry;
 - 7.1.2 the availability of existing infrastructure;
 - 7.1.3 the availability of services (schools, churches, emergency services etc...);
 - 7.1.4 the availability of existing commercial development;
 - 7.1.5 *Projects* which do not require any financial contribution from the *Township*;
 - 7.1.6 the reduction of the *Township's* financial obligations in *Projects*;
 - 7.1.7 the *Township's* economic priorities; and
 - 7.1.8 any other factor which is deemed relevant by *Council*.
 - 7.1.9 affordable housing as defined by Provincial Policy Statement
 - 7.1.10 significant new employment opportunities other than construction or "spin off" jobs;

8.0 EXPIRATION OF CAPACITY ALLOCATION

- 8.1 All *Capacity Allocations* granted pursuant to this By-law shall expire two (2) years after the date it is awarded unless:
- 8.1.1 a building permit has been applied for in relation to such *Capacity Allocation*; or
 - 8.1.2 an agreement has been entered into with respect to the particular *Development Application* and construction of services (if applicable) has commenced.

The expiration of the *Capacity Allocation* shall apply to all *Water Capacity* and/or *Sanitary Sewer Capacity* allocated to a *Project*.

- 8.2 Where a building permit has been applied for, the *Capacity Allocation* shall expire in conjunction with the expiration of the building permit.
- 8.3 *Council* may, in its sole discretion, grant a temporary exemption to the provisions of sections 8.1 and 8.2 of this By-law where a *Development Application* has been appealed to the Local Planning Appeal Tribunal "LPAT" or to a court of competent jurisdiction. In such event, the *Capacity Allocations* in question shall expire six (6) months after such appeals have been finally disposed of.
- 8.4 *Council* may, in its sole discretion, grant a temporary exemption to the provisions of sections 8.1 and 8.2 of this By-law where *Council* deems appropriately by resolution.
- 8.5 Requests for a temporary exemption shall be subject to a Two Hundred Dollar (\$200.00) fee.

9.0 TIMING FOR USE OF THE ALLOCATION

- 9.1 No *Owner* shall receive additional *Water Capacity* and *Sanitary Sewer Capacity* until such time as building permits have been issued for 80% of the previous allocations to the *Land* or *Project*. At that time the *Owner* shall be entitled to request additional units of water and wastewater subject to this policy.
- 9.2 *Council* may, in its sole discretion, grant a temporary exemption to the provisions of sections 9.1 of this By-law based on past performance of the developer.

10.0 PRIOR ALLOCATIONS OF WATER CAPACITY AND SANITARY SEWER CAPACITY

- 10.1 All allocations of *Water Capacity* and/or *Sanitary Sewer Capacity* granted by the *Township* prior to the effective date of this By-law shall expire two (2) year after the effective date of this By-law unless:
 - 10.1.1 a building permit has been applied for in relation to such *Capacity Allocation*; or
 - 10.1.2 an agreement has been entered into with respect to the particular *Development Application* and construction of services (if applicable) has commenced.

The expiration of the allocation shall apply to all *Water Capacity* and/or *Sanitary Sewer Capacity* allocated to a particular *Project*.

- 10.2 Where a building permit has been applied for, the allocation shall expire in conjunction with the expiration of the building permit.
- 10.3 *Council* may, in its sole discretion, may grant a temporary exemption to the provisions of sections 10.1 of this By-law.

11.0 REVIEW AND MONITORING

- 11.1 An annual review report shall be presented by the Director of Public Works Department at the end of each calendar year. The report will provide the number of *Capacity Allocations* (detailing residential, commercial, industrial and institutional), expenditures and revenues related to infrastructure and additional property tax.

12.0 EXEMPTIONS

- 12.1 This By-law shall not apply to:
 - 12.1.1 The construction of accessory buildings which may include but not be limited to detached garages, barns, garden sheds and similar buildings provided that there is no increase in the demand for water or sewage capacity from the amount existing at the time of the application for a building permit.
 - 12.1.2 Any change in use or renovation, alteration, addition, intensification or enlargement of a building where there is no increase in the demand for water or sewage capacity from the amount existing at the time of the application for a building permit.
- 12.2 Redevelopment - An *Owner* or *Applicant* who has secured the necessary approvals, may demolish and replace an existing building or restore, reconstruct or replace an established structure in accordance with applicable by-laws and resolutions and not be subject to the provisions of this by-law provided that upon redevelopment of the said building, there shall be no increase in the demand for water or sewage capacity.
 - 12.2.1 The exemptions set out in Subsection 12.1 of this By-law shall only be available for a period not exceeding three (3) years from the date of issuance of a demolition permit failing which it shall be deemed to be a new construction and a new

Capacity Allocation shall be required in order for such redevelopment to proceed.

12.2.2 Where a redevelopment or change in use results in unused capacity from that which was used prior to the redevelopment or change in use, the unused capacity shall remain available to the *Land* for a period of three (3) years.

12.3 Any dispute as to whether a use or building is entitled to an exemption or part-exemption shall be determined by *Council* in its sole discretion.

13.0 OTHER BY-LAWS AND REGULATIONS

13.1 Nothing in the By-law shall exempt any person from complying with the requirements of any other applicable By-law, agreement or legislation.

14.0 APPLICATION

14.1 This By-law shall be applicable to all *Land* within the Urban Service Limits of Winchester and Chesterville as contained in the Official Plan of the United Counties of Stormont, Dundas and Glengarry.

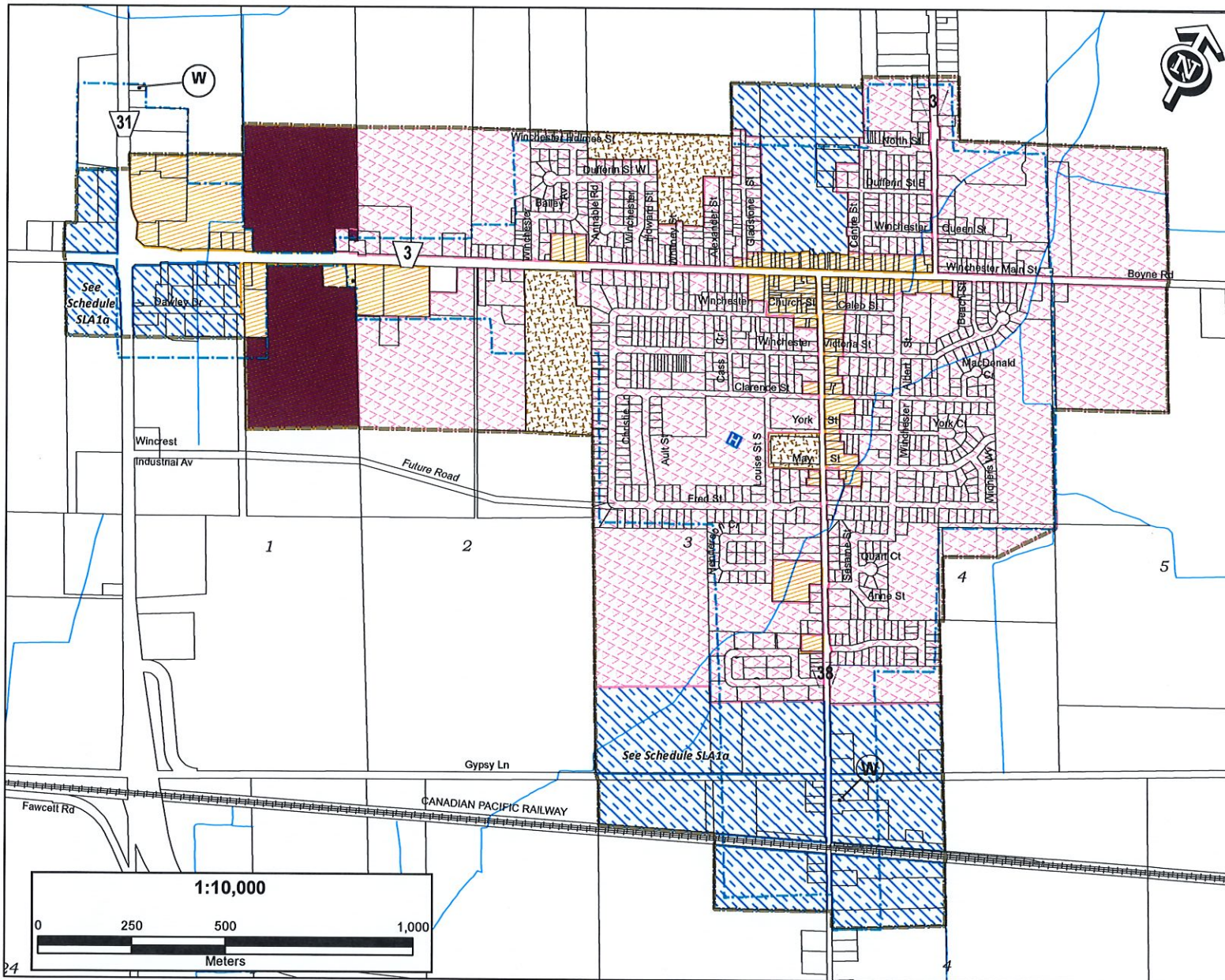
15.0 EFFECTIVE DATE

15.1 This By-law shall come into force and effect on the date of its passing.

READ and passed in Open *Council*, signed and sealed this XX day of XXXX 2020.

MAYOR

CLERK



SCHEDULE A1a Winchester

LEGEND

Boundaries (Land Use Designation)

- Urban Settlement Area
- Urban Service Limit

Settlement Areas (Land Use Designation)

- Residential District
- Commercial District
- Employment District
- Salvage Yard District
- Major Open Space
- Airport District
- Provincially Significant Wetland
- Special Land Use District (See Table 9.1 of the OP Text)

Environmental Protection Lands (Constraint Overlay)

- Regulatory Floodline
- Organic Soils
- Unstable Slope

Infrastructure

- Communal Well
- Hospital
- Sewage Lagoon

MOECC Identified Closed Waste Site (Approximate Location):

- Closed Waste Site

Produced by the United Counties of Stormont, Dundas and Glengarry, Transportation and Planning Services with Data supplied under Licence by Members of the Ontario Geospatial Data Exchange
© November 17, 2015

THE CORPORATION OF THE TOWNSHIP OF NORTH DUNDAS

BY-LAW No. 2020-14

Being a By-law of the Corporation of the Township of North Dundas to adopt, confirm and ratify matters dealt with by resolution.

WHEREAS the *Municipal Act, 2001*, as amended, provides that the powers of the Corporation of the Township of North Dundas, shall be exercised by By-law.

AND WHEREAS in many cases, action which is taken or authorized to be taken by the Township of North Dundas does not lend itself to the passage of an individual By-law;

NOW THEREFORE the Council of the Township of North Dundas enacts as follows:

- 1.0** That the actions of the Township of North Dundas, at its special meeting held on March 3rd, 2020, in respect of each motion, resolution and other action taken by the Township of North Dundas at its meeting are, except where the prior approval of the Local Planning Appeal Tribunal or other authority is required by law, hereby adopted, ratified and confirmed as if all such proceedings were expressly embodied in this By-law.
- 2.0** That where no individual By-law has been or is passed with respect to the taking of any action authorized in or by the above-mentioned minutes or with respect to the exercise of any powers by the Township of North Dundas in the above-mentioned minutes, then this By-law shall be deemed for all purposes to be the By-law required for approving and authorizing and taking of any action authorized therein and thereby or required for the exercise of any powers therein by the Township of North Dundas.
- 3.0** That the Mayor and Members of Council of the Township of North Dundas are hereby authorized and directed to do all things necessary to give effect to the said action of the Township of North Dundas to obtain approvals where required and except as otherwise provided, the Mayor, or in the absence of the Mayor the alternate Head of Council, and the Municipal Clerk, or in the absence of the Municipal Clerk, the Deputy Clerk, are hereby directed to execute all documents necessary on behalf of the Township of North Dundas.

READ and passed in Open Council, signed and sealed this 3rd, day of March, 2020.

MAYOR

CLERK