



## Council Agenda

June 3, 2025, 9:00 a.m.

Township of Ashfield-Colborne-Wawanosh Council will meet in the Council Chambers at 82133 Council Line, Ashfield-Colborne-Wawanosh and can be live streamed at [www.acwtownship.ca/government/agendas-minutes](http://www.acwtownship.ca/government/agendas-minutes).

Pages

### 1. CALL TO ORDER

Meetings of Council are live streamed on the Township's Official Website in accordance with the Live Streaming and Virtual Participation of Meetings Policy.

### 2. DISCLOSURE OF PECUNIARY INTEREST OR POTENTIAL CONFLICT OF INTEREST

### 3. COUNCIL MINUTES

#### 3.1 Council Meeting Minutes – May 20, 2025

5

#### **MOTION**

Moved by \_\_\_\_\_

Seconded by \_\_\_\_\_

THAT Ashfield-Colborne-Wawanosh Township Council hereby adopts the May 20, 2025 Council Meeting Minutes as written.

### 4. OPEN FORUM

This item gives members of the public the opportunity to speak on any current agenda item. For a virtual participation option, contact the Clerk prior to 4 p.m. the day before the meeting.

### 5. DELEGATIONS / PUBLIC MEETINGS

#### 5.1 9:00 a.m. Top Aggregate Producing Municipalities of Ontario (TAPMO) - Don MacLeod, Executive Director

At the request of Council, we have scheduled a presentation by the Top Aggregate Producing Municipalities of Ontario (TAPMO) on the benefits of becoming a member municipality. Executive Director of TAPMO, Don MacLeod will make the presentation to Council.

STAFF COMMENTS: None.

#### 5.2 9:15 a.m. Capital Power - Chris Sutherland, Director of Commercial Management

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As a follow up from the April 16, 2024 Council meeting, staff was directed to negotiate a new Community Benefits Fund Agreement which we have provided. Mr. Sutherland will be present to answer any question of Council.

STAFF COMMENTS: That Council adopt the agreement by by-law in Section 18.

### 6. TREASURY DEPARTMENT

No items scheduled.

<b>7.</b>	<b><u>PLANNING DEPARTMENT</u></b>	
7.1	<u>Bill 17 - Protect Ontario by Building Faster and Smarter Act, 2025 - Proposed Changes</u> We have provided Council with the report prepared by Planner Meghan Tydd-Hrynyk.	18
	STAFF COMMENTS: For your information purposes.	
<b>8.</b>	<b><u>BUILDING DEPARTMENT</u></b>	
	No items scheduled.	
<b>9.</b>	<b><u>ADMINISTRATION DEPARTMENT</u></b>	
9.1	<u>Lucknow Recreation - Appoint Summer Students</u> We have provided Council with the by-law, in Section 18, to appoint summer students for the Lucknow & District Joint Recreation Department.	
	STAFF COMMENTS: That Council adopt the by-law in Section 18.	
<b>10.</b>	<b><u>WATER DEPARTMENT</u></b>	
	No items scheduled.	
<b>11.</b>	<b><u>DRAINAGE DEPARTMENT</u></b>	
	No items scheduled.	
<b>12.</b>	<b><u>PUBLIC WORKS DEPARTMENT</u></b>	
12.1	<u>Public Works Activity Report</u> We have provided Council with the report prepared by PWS Thomas McCarthy.	20
	STAFF COMMENTS: For your information purposes.	
<b>13.</b>	<b><u>COUNCIL COMMITTEE REPORTS</u></b>	
<b>14.</b>	<b><u>NEW BUSINESS</u></b>	
	Items to be brought forward to a future meeting.	
<b>15.</b>	<b><u>CORRESPONDENCE FOR DIRECTION</u></b>	
	No items scheduled.	
<b>16.</b>	<b><u>CORRESPONDENCE FOR INFORMATION</u></b>	
16.1	<u>Auburn Hall Board - Minutes of November 26, 2024</u>	22
16.2	<u>Economic Development Committee - Minutes of March 31, 2025</u>	26
16.3	<u>Short-Term Rental Committee - Minutes of April 22, 2025</u>	29
16.4	<u>Lucknow and District Joint Recreation Board - Minutes of March 19, 2025</u>	32
<b>17.</b>	<b><u>UNFINISHED BUSINESS / UPCOMING EVENTS</u></b>	
17.1	<u>Association of Municipalities of Ontario (AMO) Conference</u> August 17-20, 2025 - Mayor McNeil and Councillor Miltenburg are registered.	
	STAFF COMMENTS: Reminder only.	
<b>18.</b>	<b><u>BY-LAWS</u></b>	

18.1 33-2025 Appoint Summer Students for Lucknow Recreation

36

**MOTION**

Moved by \_\_\_\_\_

Seconded by \_\_\_\_\_

THAT leave be given to introduce By-Law 33-2025 being a by-law to appoint summer student positions for the Lucknow and District Joint Recreation Department, and that it now be read severally a first, second, and third time, and finally passed this 3<sup>rd</sup> day of June 2025.

18.2 34-2025 Community Benefits Fund

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**MOTION**

Moved by \_\_\_\_\_

Seconded by \_\_\_\_\_

THAT leave be given to introduce By-Law 34-2025 being a by-law to authorize the execution of Community Benefits Fund Agreement between the CP Renewable Energy (Kingsbridge) L.P. and the Township of Ashfield-Colborne-Wawanosh, and that it now be read severally a first, second, and third time, and finally passed this 3<sup>rd</sup> day of June 2025.

19. **CLOSED SESSION**

**MOTION**

Moved by \_\_\_\_\_

Seconded by \_\_\_\_\_

That Ashfield-Colborne-Wawanosh Township Council move into a Closed Session in accordance with Section 239(2)(c) of the Municipal Act, with the CAO, Clerk, and PWS remaining in attendance at \_\_\_\_ a.m. for the purpose of discussing a proposed or pending acquisition by the municipality.

19.1 Public Ownership of a Private Road

(a proposed or pending acquisition by the municipality)

19.2 Rise from Closed Session

**MOTION**

Moved by \_\_\_\_\_

Seconded by \_\_\_\_\_

THAT Ashfield-Colborne-Wawanosh Township Council rise from the closed Session at \_\_\_\_ a.m.

20. **REPORTING OUT OF CLOSED SESSION**

21. **CONFIRMATORY BY-LAW**

46

**MOTION**

Moved by \_\_\_\_\_

Seconded by \_\_\_\_\_

THAT leave be given to introduce By-Law 35-2025 being a by-law to confirm the proceedings of the Township of Ashfield-Colborne-Wawanosh Council meeting held on June 3, 2025, and that it now be read severally a first, second, and third time, and finally passed this 3<sup>rd</sup> day of June 2025.

22. **ADJOURNMENT**

**MOTION**

Moved by \_\_\_\_\_

Seconded by \_\_\_\_\_

THAT Ashfield-Colborne-Wawanosh Township Council does now adjourn to meet again on June 17, 2025 at 9:00 a.m. or at the Call of the Mayor.



## Council Minutes

May 20, 2025, 9:00 a.m.

Members Present:	Mayor Glen McNeil Deputy Mayor Bill Vanstone Councillor Wayne Forster Councillor Evan Hickey Councillor Jennifer Miltenburg Councillor Anita Snobelen
Members Absent	Councillor Curtis Blake
Staff Present:	Clerk Florence Witherspoon CAO/Deputy-Clerk Mark Becker CBO Joy Lindsay Treasurer Ellen McManus PWS Thomas McCarthy Deputy Clerk/Communications Co-ordinator, Kelly Thomson
Others (signed in):	Karin Demerling, Leslie O'Dell, Pete and Patti McManus, Raymond Paprocki, Joan MacKenzie, Angeal Sannuto, Betty McDonagh, Lori McKim-Lang, Kimberly Prior, Montgomery Prior, Kim Walker, Tom Walker, Michael P. Long, Darryl Mitchell, Christine Mitchell, Laura Dark, George Dark, Roger Watt, Paul Bollinger, SL Spy, Pamela and Stephen Smailey, Beth Blowes, H. Meier.

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1. **CALL TO ORDER**

Meetings of Council are live streamed on the Township's Official Website in accordance with the Live Streaming and Virtual Participation of Meetings Policy.

2. **DISCLOSURE OF PECUNIARY INTEREST OR POTENTIAL CONFLICT OF INTEREST**

None disclosed.

3. **COUNCIL MINUTES**

**MOTION 1**

Moved by Jennifer Miltenburg  
Seconded by Evan Hickey

THAT Ashfield-Colborne-Wawanosh Township Council hereby adopt the minutes as provided in items 3.1 and 3.2.

**Carried**

3.1 Council Meeting Minutes – May 6, 2025

3.2 Committee of Adjustment Minutes - May 6, 2025

**4. OPEN FORUM**

This item gives members of the public the opportunity to speak on any current agenda item. For a virtual participation option, contact the Clerk prior to 4 p.m. the day before the meeting.

Darryl Mitchell spoke to item 9.1 Property Standards By-Law - Agricultural Zone Exemption.

Karen Demerling spoke to item 9.1 Property Standards By-Law - Agricultural Zone Exemption.

Lori McKim-Lang spoke to item 9.1 Property Standards By-Law - Agricultural Zone Exemption.

**5. DELEGATIONS / PUBLIC MEETINGS**

5.1 9:00 a.m. Hunter's Beach Residential Community - Petition for Expropriation

We have provided Council with the documentation submitted by the Hunter's Beach Residential Community. George Dark, member of the Community, will present to Council on the request.

STAFF COMMENTS: None.

ACTION: Council requested a report at a future meeting.

**6. TREASURY DEPARTMENT**

6.1 Payment of Current Accounts

**MOTION 2**

Moved by Wayne Forster

Seconded by Jennifer Miltenburg

THAT Ashfield-Colborne-Wawanosh Township Council hereby authorizes the payment of the May 2025 accounts as presented.

**Carried**

6.2 Payment of Previous Month Actual Accounts

**MOTION 3**

Moved by Jennifer Miltenburg

Seconded by Bill Vanstone

THAT Ashfield-Colborne-Wawanosh Township Council hereby approves the payment of the April 2025 accounts in the amount of \$923,194.55.

**Carried**

6.3 Summary Revenue/Expenditure Reports

**MOTION 4**

Moved by Evan Hickey

Seconded by Jennifer Miltenburg

THAT Ashfield-Colborne-Wawanosh Township Council adopts the summary revenue/expenditure reports as written for the Township, Lucknow & District Medical Centre, and Lucknow & District Recreation from January to April 2025.

**Carried**

6.4 Community Grants Policy Amendment

As a follow-up from the previous meeting, we have provided Council with the final draft of the by-law for consideration in Section 18. Changes noted are highlighted.

STAFF COMMENTS: That Council adopt the policy by by-law.

ACTION: Council agreed to consider the by-law in Section 18. Council further requested that the Policy come back again for review next year.

**7. PLANNING DEPARTMENT**

No items scheduled.

**8. BUILDING DEPARTMENT**

8.1 Chief Building Official's Report

We have provided Council with the report prepared by CBO Joy Lindsay.

STAFF COMMENTS: For your information purposes.

ACTION: Noted and filed.

8.2 Community Onsite Inspection Program - Missed Inspections

As a follow-up from the previous meeting, we have provided Council with the report prepared by CBO Joy Lindsay.

STAFF COMMENTS: Staff recommend that Council proceed with Option A – maintaining the current \$200 Missed Inspection Fee with the proposed title revision and continued communication process. This approach balances cost recovery with fairness and supports a collaborative compliance model while allowing flexibility for exceptional circumstances.

ACTION: Council chose Option A with a report to come with the statistical data of the Community Onsite Septic Inspection Program in December for review.

9. **ADMINISTRATION DEPARTMENT**

9.1 Property Standards By-Law - Agricultural Zone Exemption

We have provided Council with the report prepared by Clerk Florence Witherspoon.

STAFF COMMENTS: We seek your direction.

ACTION: Council requested the Property Standards By-Law be brought to the July 15<sup>th</sup> meeting of Council for review. Council further requested that at this meeting, the definitions of different Agricultural zonings be included, and any other zoning that might be considered as part of this review.

9.2 By-Law Enforcement Report - April 2025

We have provided Council with the report prepared by Clerk Florence Witherspoon.

STAFF COMMENTS: For your information purposes.

ACTION: Noted and filed.

10. **WATER DEPARTMENT**

10.1 Veolia Water Operations and Maintenance Report - April 2025

We have provided Council with the operations and maintenance report prepared by Veolia Water Canada.

STAFF COMMENTS: For your information purposes.

ACTION: Noted and filed.

11. **DRAINAGE DEPARTMENT**

No items scheduled.

12. **PUBLIC WORKS DEPARTMENT**

12.1 Gravel Road Plan Update

We have provided Council with the report prepared by PWS Thomas McCarthy.

STAFF COMMENTS: For your information purposes.

ACTION: Noted and filed.

13. **COUNCIL COMMITTEE REPORTS**

Councillor Hickey reported for Councillor Blake on the upcoming fundraising event happening on June 5th at the Benmiller Committee Hall, with an update that the Committee to date has raised approximately \$61,000 for the playground project.

Councillor Snobelen attended and reported on the most recent Community Safety and Well Being Oversight Meeting, suggesting that a Delegation be requested with AMO in support of funding for CSWB Committees.

Mayor McNeil attended the Mayors Breakfast in South Huron, as well as the Goderich Mayor's Luncheon. Mayor McNeil also attended and reported on the most recent Mid-Huron Landfill Site Board meeting.

**14. NEW BUSINESS**

Items to be brought forward to a future meeting.

**15. CORRESPONDENCE FOR DIRECTION**

No items scheduled.

**16. CORRESPONDENCE FOR INFORMATION**

**16.1 AMO 2025 Delegation Submissions**

Councillor Miltenburg requested that an AMO delegation request be prepared to request funding support for the Community Safety and Well Being Plan Committee, as well as the issue of Short-Term Rentals. A draft will be circulated to Council for comment before the deadline.

**16.2 MacKay Centre Update and Open House Invitation**

**16.3 Kingsbridge Wind Power Project Extension - 2026-2029**

**16.4 Huron County SLED Grant Approval - Benmiller Playground Project**

**16.5 Huron County SLED Access Grant Approval - Benmiller Playground Project**

**16.6 Strong Mayor Powers with John Mascarin**

**16.7 Ball's Bridge Board - Draft Minutes of April 10, 2025**

**16.8 Stratford Festival - Civic Night 2025**

**17. UNFINISHED BUSINESS / UPCOMING EVENTS**

**17.1 Association of Municipalities of Ontario (AMO) Conference**

August 17-20, 2025 - Mayor McNeil and Councillor Miltenburg are registered.

STAFF COMMENTS: Reminder only.

**18. BY-LAWS**

**18.1 31-2025 Community Grants Policy**

**MOTION 5**

Moved by Bill Vanstone

Seconded by Jennifer Miltenburg

THAT leave be given to introduce By-Law 31-2025 being a by-law to adopt a Community Grants Policy for the Township of Ashfield-Colborne-Wawanosh, and that it now be read severally a first, second, and third time, and finally passed this 20<sup>th</sup> day of May 2025.

**Carried**

**19. CLOSED SESSION**

**MOTION 6**

Moved by Anita Snobelen

Seconded by Evan Hickey

That Ashfield-Colborne-Wawanosh Township Council move into a Closed Session in accordance with Section 239(2)(b)(e)(f) of the Municipal Act, with the CAO, Clerk, PWS remaining in attendance for the duration, with the CBO remaining in attendance for item 19.1 and 19.2 at 10:40 a.m. for the purpose of discussing, personal matters about an identifiable individual, including municipal employees, litigation or potential litigation, including matters before administrative tribunals, affecting the municipality and advice that is subject to solicitor-client privilege, including communications necessary for that purpose.

**Carried**

**19.1 Property Standards Order**

(potential litigation affecting the municipality)

**19.2 Building Code and Zoning By-Law Contraventions**



(litigation affecting the municipality)

19.3 Public Works Staff

(personal matters about an identifiable individual including municipal employees)

19.4 Rise from Closed Session

**MOTION 7**

Moved by Jennifer Miltenburg

Seconded by Wayne Forster

THAT Ashfield-Colborne-Wawanosh Township Council rise from the Closed Session at 11:22 a.m.

**Carried**

**20. REPORTING OUT OF CLOSED SESSION**

Nothing to report.

**21. CONFIRMATORY BY-LAW**

**MOTION 8**

Moved by Bill Vanstone

Seconded by Anita Snobelen

THAT leave be given to introduce By-Law 32-2025 being a by-law to confirm the proceedings of the Township of Ashfield-Colborne-Wawanosh Council meeting held on May 20, 2025, and that it now be read severally a first, second, and third time, and finally passed this 20<sup>th</sup> day of May 2025.

**Carried**

**22. ADJOURNMENT**

**MOTION 9**

Moved by Wayne Forster

Seconded by Jennifer Miltenburg

THAT Ashfield-Colborne-Wawanosh Township Council does now adjourn to meet again on June 3, 2025 at 9:00 a.m. or at the Call of the Mayor.

**Carried**

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Mayor, Glen McNeil

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Clerk, Florence Witherspoon

This **COMMUNITY BENEFITS PAYMENTS AGREEMENT** (this “**Agreement**”) is entered into as of the 3<sup>rd</sup> day of June, 2025 (the “**Effective Date**”)

**BETWEEN:**

**THE CORPORATION OF THE TOWNSHIP OF  
ASHFIELD-COLBORNE-WAWANOSH** a municipal  
corporation under the *Municipal Act, 2001*

(hereinafter referred to as “**ACW**”)

— and —

**CP RENEWABLE ENERGY (KINGSBRIDGE) L.P.**, a  
limited partnership having its registered office in the Province of  
Ontario

(hereinafter referred to as “**CP Renewable**”)

**WHEREAS** through its predecessor, CP Renewable developed a wind energy project known as the Kingsbridge 1 Wind Project (the “**Project**” or the “**K1 Wind Project**”) in the Municipality pursuant to a Renewable Energy Supply Contract dated November 24, 2004, between the Ontario Electric Financial Corporation and CP Renewable’s predecessor, EPCOR Power Development Corporation, which contract was subsequently assigned and amended by an Assignment, Assumption, Consent and Amendment Agreement dated April 1, 2007 and a RES I Contract Amendment Agreement dated February 22, 2013 (as amended, the “**RES Contract**”);

**AND WHEREAS**, as the term of the RES Contract expires on March 14, 2026, CP Renewable intends to submit a bid to the IESO to supply medium-term 2 power to the IESO (the resulting power supply agreement being referred to herein as the “**MT2 Contract**”);

**AND WHEREAS**, CP Renewable and ACW (each a “**Party**” and collectively the “**Parties**”) wish to ensure that if CP Renewable successfully enters into the MT2 Contract, that the K1 Wind Project delivers benefits to all residents of the Municipality;

**AND WHEREAS** in order to further the goal of delivering K1 Wind Project benefits to the Municipality, the Parties have agreed that CP Renewables will make donations to ACW which the Municipality will spend on its projects, programs and other municipal purposes;

**NOW THEREFORE IN CONSIDERATION** of the undertakings and agreements hereinafter expressed by the Parties, ACW and CP Renewable mutually covenant and agree as follows:

## 1. **Interpretation**

### 1.1 In this Agreement:

- (a) “**Annual Payment**” means an annual donation made by CP Renewable to ACW, as calculated pursuant to this Agreement, and “**Annual Payments**” means any one or more of them;
- (b) “**Arbitration Notice**” is defined in Section 6.1;
- (c) “**Available Nameplate Capacity**” is defined in paragraph 3.1(a);
- (d) “**Commencement Date**” means the date that CP Renewable commences supplying power to the IESO under the MT2 Contract;
- (e) “**Dispute**” is defined in Section 6.1;
- (f) “**Dollars per Megawatt Factor**” is defined in paragraph 3.1(c);
- (g) “**Effective Date**” is defined in the first line of this Agreement;
- (h) “**IESO**” means the Independent Electricity Market Operator;
- (i) “**MT2 Contract**” is defined in the second recital;
- (j) “**Municipal Projects**” is defined in Section 4.1;
- (k) “**Municipality**” means the Township of Ashfield-Colborne-Wawanosh;
- (l) “**Project**” or “**K1 Wind Project**” are defined in the first recital;
- (m) “**RES Contract**” is defined in the first recital; and
- (n) “**Term**” is defined in Section 2.2.

### 1.2 Nothing contained in this Agreement shall abrogate or prejudice any statutory rights held by either Party under any applicable statutes including but not limited to the *Ontario Energy Board Act, 1998*, the *Municipal Act, 2001*, the *Green Energy Act, 2009* or the *Electricity Act, 1998*, as amended.

### 1.3 CP Renewable may make and publish announcements from time to time concerning the existence of the Annual Payments and their features, including the projected contributions of CP Renewable.

## **2. Condition Precedent & Term**

- 2.1 The obligations of the parties under this Agreement are subject to CP Renewable and the IESO entering into a MT2 Contract by December 31, 2026 for the supply of electricity generated from K1 Wind Project to IESO, and such condition is for the sole benefit of CP Renewable.
- 2.2 The “**Term**” of this Agreement shall be the term of the MT2 Contract, which is expected to be five (5) years, commencing on the Commencement Date. This Term shall coincide with the production term established in the MT2 Contract. If the term of the MT2 Contract is shortened or the MT2 Contract is terminated, then the Term shall be shortened to match the remaining term of the MT2 Contract. If after the Term, CP Renewable’s MT2 Contract is extended further, or CP Renewable otherwise continues to operate the K1 Wind Project after the expiration or termination of the MT2 Contract, then the Parties shall enter into good faith negotiations to extend the Term and amend this Agreement as appropriate to reflect CP Renewable’s continued operation of the Project under the circumstances then prevailing.

## **3. Financial Donations to ACW**

- 3.1 CP Renewable agrees to make financial donations to ACW in annual lump-sum payments (each an “**Annual Payment**”) for each calendar year during the Term, as follows:
- (a) The Annual Payment for a particular year shall be calculated by multiplying the aggregate nameplate capacity of the Project that is available for operation at the beginning of that year, expressed in megawatts net of any turbine de-rating (the “**Available Nameplate Capacity**”) by a factor of \$1,325 per megawatt (the “**Dollars per Megawatt Factor**”), adjusted for inflation as described in paragraph (c) below.
  - (b) For the first calendar year of the Term, the Available Nameplate Capacity shall be determined as of the Commencement Date. For any subsequent calendar year, the Available Nameplate Capacity shall be determined as of January 1 of that year, provided that if a turbine is out of service on January 1 of a particular year but is brought back into service before March 1 of that year it shall be deemed available for operation for that year.
  - (c) Reflecting the fact that 20 percent of the power price payable to CP Renewable under the MT2 Contract is subject to escalation, the Dollars per Megawatt Factor shall be adjusted on January 1 of each year by 20% of the percentage that the CPI for the immediately preceding December exceeds the CPI for January 2026.
- 3.2 CP Renewable shall be responsible for making Annual Payments to the ACW on the basis of the Available Nameplate Capacity of its K1 Wind Project only, and not on the basis of the nameplate capacity of, or the electricity generated by, any other wind project that may be located in or operating in the Municipality, and not on the basis of money donated or paid into the ACW or similar funds by the operators of such other wind farms as may be located in or operating in the Municipality.

- 3.3 CP Renewable's Annual Payment to ACW shall be paid yearly in a lump sum in respect of each calendar year, with the first payment being made within ninety (90) days after the Commencement Date, and payments in subsequent years being made on or before September 30 of each year. The Annual Payments for the first and last partial calendar years of the Term shall be prorated using the percentage that the number of days in each such partial year is to 365.

#### **4. Liability**

- 4.1 CP Renewable shall not incur any liability in any way related to the municipal projects, programs or other purposes to which any portion of the Annual Payments are used (together, the "**Municipal Projects**"), including without limitation the selection, financing, construction, operation, maintenance, repair and replacement of the Municipal Projects. ACW hereby agrees to indemnify and hold harmless CP Renewable in relation to the Municipal Projects in all respects, including from and against any and all losses, claims, actions, suits, proceedings, causes of action, demands, damages, judgments, executions, liens, liabilities, costs, charges, fees and expenses in connection with loss of life, personal injury, or damage to property, economic loss, or any other loss or injury whatsoever, in any way related to a Municipal Project funded in whole or in part by monies from the Annual Payments.
- 4.2 There is no relationship between the Parties in the nature of a joint venture, partnership, co-ownership arrangement or other similar relationship.

#### **5. Default**

- 5.1 Without prejudice to any other rights or remedies it may have, either Party shall be entitled to terminate this Agreement if the other Party (the "**Defaulting Party**") fails to perform any material covenant or obligation hereunder and such failure is not remedied within fifteen (15) days after written notice of such failure is given to the Defaulting Party, provided that such cure period shall be extended by a further thirty (30) days from the expiry of the first notice if the Defaulting Party is diligently attempting to remedy such failure and such failure is capable of being cured within such extended cure period.
- 5.2 CP Renewable shall be entitled to terminate this Agreement if ACW passes any resolution or by-law which prevents the Project from continuing substantially as it currently exists. This does not include any resolution or by-law passed by ACW in furtherance of the provisions of this Agreement. The foregoing is also without prejudice to right of ACW to submit specific comments to the Ministry of the Environment with respect to the Project in the Municipal Consultation form pursuant to the Renewable Energy Approval process.

## **6. Dispute Resolution**

- 6.1 In the event that either Party provides the other Party with written notice of a dispute regarding the interpretation or implementation of this Agreement (a “**Dispute**”) then both Parties shall use their best efforts to settle the Dispute by consulting and negotiating with each other in good faith to reach a solution satisfactory to both Parties. However, if the Parties do not resolve the Dispute within thirty (30) days following receipt of such notice, then either Party may provide written notice to the other Party (the “**Arbitration Notice**”) requiring resolution by arbitration and thereafter the Dispute shall be referred to arbitration in accordance with the provisions of the Arbitration Act, 1991.
- 6.2 The arbitration tribunal shall consist of one arbitrator appointed by mutual agreement of the Parties or, if the Parties fail to agree on an arbitrator within ten (10) days after receipt of the Arbitration Notice, then either Party may apply to a judge of the Superior Court of Justice to appoint an arbitrator. The arbitrator shall be qualified by education and training to pass upon the matter to be decided.
- 6.3 The arbitration shall be conducted in English and shall take place in Goderich, Ontario or another place mutually agreed upon by the Parties.
- 6.4 The arbitration award shall be given in writing and shall address the question of costs of the arbitration and all related matters. The arbitration award shall be final and binding on the Parties as to all questions of fact and shall be subject to appeal only with respect to matters of law or jurisdiction.
- 6.5 Except to the extent that a matter is specifically the subject of a Dispute, both Parties shall continue to observe and perform the terms and conditions of this Agreement pending the resolution of a Dispute.

## **7. Further Assurances**

- 7.1 Each of the Parties covenants and agrees with the other that it will at all times hereafter execute and deliver, at the request of the other, all such further documents, agreements, deeds and instruments, and will do and perform all such acts as may be necessary to give full effect to the intent and meaning of this Agreement.

## **8. Governing Law**

- 8.1 This Agreement shall be governed by, and be construed and interpreted in accordance with, the laws of Ontario and the laws of Canada applicable in Ontario.

## **9. Assignment**

- 9.1 CP Renewable may not assign this Agreement without the written consent of ACW, which shall not be unreasonably withheld, except that no consent shall be required (i) for CP Renewable to assign this Agreement to an affiliated or successor entity, or to a buyer of all or part of CP Renewable's interest in the Project, provided that all payments due under this Agreement have been satisfied and the assignee agrees in writing to assume and fulfill all of the covenants, agreements, terms and provisions and to abide by all limitations set forth in this Agreement, or (ii) for an assignment given by CP Renewable for purposes of securing indebtedness or other obligations respecting the Project, provided that if the secured party realizes on the security and further assigns this Agreement, the assignee agrees in writing to assume and fulfill all of the covenants, agreements, terms and provisions and to abide by all limitations set forth in this Agreement. For purposes of this section, a change in control of CP Renewable shall not be considered an assignment of this Agreement by CP Renewable.
- 9.2 This Agreement shall not be assignable by ACW, either absolutely or as security, but shall enure to the benefit of any successor to ACW resulting from an amalgamation or other reorganization under the *Municipal Act, 2001* or similar future legislation.

## **10. Negotiations and Related Costs**

- 10.1 Each Party shall bear its own costs and expenses in connection with the preparation, negotiation, authorization, execution and delivery of this Agreement, except that CP Renewable shall reimburse ACW for reasonable legal fees incurred in connection with the review of this Agreement up to a maximum of \$1,500.

## **11. Notices**

- 11.1 All notices, communications and requests for approval which may be or are required to be given by either party to the other herein shall be in writing and shall be given by delivery by courier, facsimile or electronic mail addressed or sent as set out below or to such other address, facsimile number or email address as may from time to time be the subject of a notice:

To ACW:

The Township of Ashfield-Colborne-Wawanosh  
82133 Council Line  
RR #5  
Goderich, ON N7A 3Y2  
Attention: CAO  
Facsimile: 519-524-1951  
Email: [cao@acwtownship.ca](mailto:cao@acwtownship.ca)

To CP Renewable:

CP Renewable Energy (Kingsbridge) LP  
84655 Tower Line Road  
Lucknow, ON N0G 2H0

With a copy to:

Capital Power Corporation  
2500, 215 2<sup>nd</sup> Street SW  
Calgary, Alberta T2P 1M4

Email: notices@capitalpower.com

- 11.2 Any notice, if delivered by courier, shall be deemed to have been validly and effectively given and received on the date of such delivery and if sent by facsimile with confirmation of transmission, shall be deemed to have been validly and effectively given and received on the day it was received, whether or not such day is a business day.

## **12. Miscellaneous**

- 12.1 No supplement, modification, amendment, or waiver of this Agreement shall be binding unless executed in writing by the Parties.
- 12.2 Each obligation of the Parties hereto contained in this Agreement, even though not expressed as a covenant, is considered for all purposes to be a covenant.
- 12.3 The invalidity or unenforceability of any provision or covenant contained in this Agreement shall affect the validity or enforceability of such provision or covenant only and any such invalid provision or covenant shall be deemed to be severable from the balance of this Agreement, which shall be enforced to the greatest extent permitted by law.
- 12.4 Each covenant in this Agreement is a separate and independent covenant and a breach of covenant by either Party will not relieve the other Party from its obligation to perform each of its covenants, except as otherwise provided herein.

*[The remainder of this page is intentionally left blank. Signature page follows.]*



12.5 This Agreement may be signed electronically, including through DocuSign™ and similar applications. This Agreement may be signed in any number of counterparts (including counterparts by scanned or Electronic Signature) and each counterpart will be deemed an original; taken together, all counterparts will be deemed to constitute one and the same instrument. Delivery of a printed counterpart (whether or not the counterpart was signed electronically) and electronic delivery (including by email transmission or transmission over an electronic signature platform) of an executed counterpart of this Agreement are each as valid, enforceable and binding as if the signatures were upon the same instrument and delivered in person.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the Effective Date stated at the top of this Agreement.

**CORPORATION OF THE TOWNSHIP OF  
ASHFIELD-COLBORNE-WAWANOSH**

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Name: Glen McNeil  
Title: Mayor

---

Name: Florence Witherspoon  
Title: Clerk

**CP RENEWABLE ENERGY  
(KINGSBRIDGE) L.P.**

---

Name:  
Title:

To: Township of Ashfield-Colborne-Wawanosh

From: Meghan Tydd-Hrynyk, Planner

Date: June 3<sup>rd</sup>, 2025

Re: **Bill 17, Protect Ontario by Building Faster and Smarter Act, 2025 – Proposed Changes**

---

### RECOMMENDATION

That the Council of the Township of Ashfield-Colborne-Wawanosh receive the report by Meghan Tydd-Hrynyk, Planner, dated June 3<sup>rd</sup>, 2025 for information.

The report has been circulated to the local municipalities and County Council for information.

### Background

The Province has introduced Bill 17, Protect Ontario by Building Faster and Smarter Act, 2025, with the intent to make it easier and faster to build new homes and infrastructure. The proposed legislation received first reading on May 12<sup>th</sup>, 2025 and includes changes to the Building Code Act, Development Charges Act, and the Planning Act. The commenting period for the corresponding Regulations for the changes to the Planning Act is open until June 26, 2025 on the Environmental Registry of Ontario.

### COMMENTS

This report focuses on the proposed changes to the *Planning Act* under Schedule 7 and the corresponding Regulation and provides an overview of the changes most relevant in Huron County.

### Complete Application Requirements

The legislation proposes to include regulation making authority to enable the Minister of Municipal Affairs and Housing to limit the reports or studies that can be required as part of a complete application. A proposed regulation could limit the scope of permitted studies, and proposes to exclude Sun/Shadow, Wind, Urban Design and Lighting reports. Municipalities will require written approval from the Minister before adopting an Official Plan Amendment to change or add study requirements for a complete application.

### Certified Professionals

It is proposed that if a report submitted in support of an application is prepared by a certified professional, it is deemed to meet the requirements of a complete application. The list of “prescribed professions” that will satisfy this requirement has not yet been provided by the Province and is proposed to be set out through a new Regulation.

### Conditional Minister’s Zoning Orders (MZOs)

The Minister will be given the jurisdiction to impose conditions prior to uses in an MZO being permitted. Where a condition is imposed, it can be enforced by way of an agreement that can be registered on title.

## **Streamline Planning Approvals for Schools**

The proposed legislation would exempt the placement of all portable classrooms at public school sites from site plan approval and will allow Kindergarten to Grade 12 public schools and accessory uses such as associated childcare to be permitted 'as of right' on urban lands with municipal services zoned for residential uses.

## **Variations to Minor Variances**

The legislation proposes to reduce the number of Minor Variances required by including regulation making authority for variances to Zoning By-law setbacks to be permitted 'as of right' if a development proposal is within a certain percentage of the required setback. This would apply to urban residential lands on full municipal services and exclude areas such as hazard lands, lands near shorelines and railways.

The Province is considering permitting variations to be permitted "as-of-right" if a proposal is within 10% of setback requirements applicable to those lands. For example, if a zoning by-law requires a 5 metre front yard setback from the property line, this would effectively reduce the setback to 4.5 metres and the building would be permitted 0.5 metres into that 5 metre setback as-of-right, without a minor variance or zoning by-law amendment.

This would mean that there would be fewer applications submitted and fewer hearings for minor variances before a municipal committee of adjustment for these proposals.

## **NEXT STEPS**

Further information will be provided when Bill 17 receives third reading and is ultimately passed including direction on transition.

The Planning and Development Department will continue to monitor for additional regulations relating to Bill 17 and provide information back to Council.

Sincerely,



---

Meghan Tydd-Hrynyk  
Planner

## Council Report

STAFF: Thomas McCarthy, Public Works Superintendent      DATE: June 3, 2025

SUBJECT: Public Works Activity Report - May 2025

### Recommendation

For your information purposes.

### Comment

Roads Administration:

- Attended the Highway 21 Closure debriefing meeting held in Clinton with the CAO.
- The Westmount Line Reconstruction project is progressing (see below left).
- Saltford Pumphouse was granted substantial completion (see below right).  
Activation is scheduled for June.



#### Gravel Roads Update:

- Met with Marquardt Farm Drainage Ltd. regarding the drainage installation on Creek Line. Work to be completed this summer.
- Added additional gravel to Dungannon Road from Saratoga Line to Prosperity Line.
- The 2025 Maintenance Gravel program has been completed successfully.
- Dust control has been delivered to most areas, and will be completed by the first week in June.
- Gravel has been reclaimed on the shoulders of most paved roads – Gravel roads to follow.
- Staff have contacted the Association of Road Supervisors for Grading Refresher Courses. Staff will evaluate the options available and schedule an appropriate program.

#### Water Department:

- Seasonal flushing of Municipal water lines has begun.
- Pressure alarm malfunction at Century Heights – was addressed immediately and no Precautionary Boil Water Advisory was required.

#### Summer Students:

- Blown litter collection at the Ashfield Landfill Site is ongoing.
- Distributed garbage cans to seasonal locations.
- Daily maintenance of the Ashfield Park Washrooms has begun.

Respectfully submitted,

Approved by:



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Thomas McCarthy  
Public Works Superintendent



---


Mark Becker  
Chief Administrative Officer

Tues Nov 26/24

The Auburn Hall Board Meetings started at 7:00 pm with Bill Vanstone, Sandra Popp, Peter Oudshoorn, Marita Oudshoorn, Everett Smith & Patty Cooke present.

The minutes were read from the last meeting. There was no errors. Accepted by Sandra Popp 2nd by Marita Oudshoorn.

### Business Arising:

 Bill Vanstone talked to Tom McCarthy A.C.W. Superintendent about the sanding & plowing of the streets in Auburn. The road superintendent of Central Huron is Brady Nolan. Arnold Hoost does the hall parking lot.

The service was done on the furnace by Sparlings in October.

The Hall has been inspected by the health unit and everything is good in the hall.

The letter was sent to Central Huron council about the tiles in the ceiling needs fixed, light cover over light and ladies toilet running on. All of these issues have been fixed.

Lions Club did send a letter to Central Huron & Marg Anderson about getting the basket Ball nets fixed. Steve Durzer says Central Huron will fix it, but the Lions Club of Auburn wants to fix them as a Community Charity by buying them & replacing them. Would like this approval so they can be replaced in March for the nice weather.

We had a discussion of the ball diamonds. The hall does not look after the bookings of the ball diamonds, people ask sometimes when booking the hall and I tell them if its not being used they can use it. Signs need to be posted who to call to rent the ball diamonds. Central Huron should post the signs.

Booking for the hall for the rest of the year are very good. Booking are now going good for the new year.

Marita Oudshoorn asked if the village quilt could be hung higher as its in the way hanging down so low. The Board has given permission to be hung higher.

Sandra Popp has mentioned that there is a bought 40 chairs broken. She asked Peter Oudshoorn if the Lions Club could purchase more chairs. Peter will look into this.

Marita Oudshoorn asked about a dolly to move the chairs around. There is one here at the hall its at the back beside the stage.

The big night light outside the hall entrance door has been fixed.

Peter Oudshoorn asked about if the Lions Club could put up projector in the hall showing all the projects that the Lions Club have done for the community.



Upgrades to the hall kitchen needs done. Marg Anderson was going to check into seeing if there were any grants available.

For the upgrades to the kitchen, we will have to have a company come in to tell us what needs to be done.

It was suggested that Peter Oudshoorn ~~to~~ ask the Lions Club for a drawing of a wish list would like in the renovations of the kitchen. Patty Cooke asked if he could bring it back to the next meeting.

Next Meeting is Tuesday March 18/25

Everett Smith called the meeting to adjourn.

Accepted by Bill Vanstone

2nd by Marita Oudshoorn.

Patty Cooke



## Economic Development Committee Minutes

March 31, 2025, 4:00 p.m.

Members Present:

Glen McNeil  
Jennifer Miltenburg  
Evan Hickey  
Tricia Denomme  
Sierra Lamb-Downey  
Joe Bernier

Staff Present:

Florence Witherspoon  
Deputy Clerk/Communications Co-ordinator, Kelly  
Thomson

**The Economic Development Committee met in the Council Chambers at 82133 Council Line,  
Ashfield-Colborne-Wawanosh.**

---

1. **CALL TO ORDER**

As Chair Glen McNeil attended the meeting virtually, Jennifer Miltenburg will call the meeting to order.

2. **DISCLOSURE OF PECUNIARY INTEREST**

None disclosed.

3. **ADOPTION OF PREVIOUS MINUTES**

**MOTION 1**

Moved by Tricia Denomme  
Seconded by Sierra Lamb-Downey

THAT the Minutes dated January 13, 2025 of the Economic Development Committee be adopted as circulated.

**Carried**

#### **4. BUSINESS OF THE COMMITTEE**

##### **4.1 Huron Chamber of Commerce - Colin Carmichael Executive Director**

Mr. Carmichael, Executive Director of the Huron Chamber of Commerce will be in attendance to provide an information session to the Committee on the activities of the Chamber.

STAFF COMMENTS: None.

ACTION: The Committee requested that the opportunity for membership with the Huron Chamber of Commerce be brought to the next meeting for consideration.

##### **4.2 SLED and AccessSLED Programs**

We have provided the Committee with the report prepared by Deputy Clerk / Communications Co-ordinator Kelly Thomson.

STAFF COMMENTS: We seek your direction.

ACTION: Apply to the Access SLED Fund for the Benmiller Park & Playground Equipment Project. Further, the Committee agreed to submit an application to the SLED Fund to support the Benmiller Park & Playground Equipment Project in the amount of \$10,000.

##### **4.3 Volunteer Recognition and Appreciation Awards**

We have provided the Committee with the report prepared by Deputy Clerk / Communications Co-ordinator Kelly Thomson.

STAFF COMMENTS: That the Economic Development Committee reviews all applications and recommends nominees for awards for approval from Council.

ACTION: The Committee agreed to recommend Jim Van Osch, Chair of the Kingsbridge Community for the 2025 Individual Award and the St. Joseph's Kingsbridge Community for the 2025 Volunteer Group Award for recognition at the April 22, 2025 Council meeting.

Further the Committee requested that the application process be modified by removing the requirement for nominees to allow their names to stand with enhanced promotion of the reward.

##### **4.4 Ontario Express Bus -Transportation Servicing Huron County to London**

At the time the agenda was published, Ontario Express Bus had not responded to multiple emails inquiring about a possible flag stop in the Township. It is unclear whether the route to Port Elgin is currently in service, as it was previously suspended due to low ridership, winter weather, and a shortage of drivers. At this time, there is no option to purchase a ticket for the route travelling through Huron County.

STAFF COMMENTS: None.

##### **4.5 Thrive Summit – April 14-15, 2025**

The 2025 Huron County Thrive Summit is being held on April 14-15, 2025 at the Blyth Community Hall.

STAFF COMMENTS: For your information purposes.

ACTION: Jennifer Miltenburg and Glen McNeil will be registered.

4.6 Avon Maitland District School Board - Pathways Opportunity

We have provided the Committee with the correspondence received by AMDSB regarding an opportunity for the Township to collaborate with Brookside Public School.

STAFF COMMENTS: None.

ACTION: The Committee agreed to have staff connect with the Goderich District Collegiate Institute and the Huron Manufacturing Association to see if the trades' introduction type program still exists and what the opportunity to be for the Committee to support for Brookside Students. Staff will also respond to the AMDSB and advise that should the planning for next year provide some opportunities for Brookside, to please let the Committee know.

5. **NEW BUSINESS**

Items to be brought forward to a future meeting.

Trisha Denomme highlighted the Huron County Economic Development's Summer Company and requested it be shared on ACW's social media pages.

Joe Bernier requested some information on potential economic development incentives for vacant buildings across the Township.

6. **NEXT MEETING**

The next meeting scheduled of the Economic Development Committee is on May 26, 2025 at 4:00 p.m. or at the call of the Chair.

7. **ADJOURNMENT**

**MOTION 2**

Moved by Tricia Denomme

Seconded by Sierra Lamb-Downey

THAT the Economic Development Committee does now adjourn to meet again on May 26, 2025 at 4:00 p.m. or at the Call of the Chair.

**Carried**

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Councillor, Jennifer Miltenburg

---

Clerk, Florence Witherspoon



## Short-Term Rental Committee Minutes

April 22, 2025, 4:30 p.m.

Members Present:

Mary Gregg  
Evan Hickey  
Jennifer Miltenburg  
Ian Montgomery  
Mike Niglas  
Anita Snobelen  
Sean Thomas  
Glen McNeil, ex-officio

Staff Present:

CAO/Deputy-Clerk Mark Becker  
Clerk Florence Witherspoon  
Deputy Clerk/Communications Co-ordinator, Kelly Thomson

**The Short Term Rental Committee met in the Council Chambers at 82133 Council Line, Ashfield-Colborne-Wawanosh.**

---

1. **CALL TO ORDER**

Chair Jennifer Miltenburg will call the meeting to order.

2. **DISCLOSURE OF PECUNIARY INTEREST**

None disclosed.

3. **ADOPTION OF PREVIOUS MINUTES**

**MOTION 1**

Moved by Glen McNeil, ex-officio  
Seconded by Mike Niglas

THAT the Minutes dated March 25, 2025 of the Short-Term Rental Committee be adopted as circulated.

**Carried**

**4. BUSINESS OF THE COMMITTEE**

**4.1 Statement of Intent**

As a follow-up from the previous meeting, we have provided the Committee with an updated draft Statement of Intent for your review.

STAFF COMMENTS: We seek your direction.

ACTION: The Statement as presented will be put forward as a statement of intent in the preamble of a draft by-law. The statement may have wording adjustments due to fine-tuning definitions.

**4.2 Short-Term Rental in Waterfront Ontario**

At the request of Committee member Mike Niglas, we have provided the Committee with the Short-Term Rental in Waterfront Ontario, prepared by the Federation of Ontario Cottagers' Associations.

STAFF COMMENTS: None.

ACTION: Noted and filed.

**4.3 Draft Sections of a Proposed STR Program**

At the request of the Committee, we have provided a draft of the following:

- Requirements to be licensed;
- Proposed Definitions;
- Parking considerations. We have also included the Township's General Parking Regulations found in the current Zoning By-Law for information.

STAFF COMMENTS: For your review.

ACTION: The Committee reviewed the drafts line by line and made revisions throughout the documents. These revisions will be brought forward to a future meeting of the Committee. The Committee further requested a draft Short Term Rental Application for review. The definitions of Guest and Occupancy will be placed in the 'parking lot'.

Further, staff will clarify the following:

- an annual return for the purpose of proving corporate status in Ontario;
- review 'Proof of Ownership' paragraph to avoid redundancy, and what would be required if the Applicant is a Tenant;
- the purpose of including 'landscaping' as part of a Site Plan submission;
- clarify the purpose and intent of requiring Applicants to be compliant with the Building Code;

- include a definition for 'Licensee'; and
- clarify that the Parking Management Plan may include parking spots that are not on the property.

4.4 STR Education Material

We have provided the Committee with samples of education materials used by other municipalities to promote short-term rental (STR) education.

STAFF COMMENTS: For your review.

ACTION: The Committee requested some samples created specifically geared towards ACW by-laws.

4.5 Jennifer Whaling - Occupancy Limits

We have provided the Committee with correspondence submitted by Jennifer Whaling of Cottage Stays.

STAFF COMMENTS: None.

ACTION: Noted and filed.

6. **NEXT MEETING**

The next scheduled meeting of the Short-Term Rental Committee will take place on May 27, 2025 at 4:30 p.m. or at the call of the Chair.

7. **ADJOURNMENT**

**MOTION 2**

Moved by Mike Niglas  
Seconded by Ian Montgomery

THAT the Short-Term Rental Committee does now adjourn to meet again on May 27, 2025 at 4:30 p.m. or at the Call of the Chair.

**Carried**

---

Chair, Jennifer Miltenburg

---

Clerk, Florence Witherspoon

# Lucknow & District Joint Recreation Board



7:00 pm – Via Zoom

March 19, 2025

## MINUTES

The Lucknow & District Joint Recreation Board met on the 19<sup>th</sup> day of March, 2025 at 7:00 p.m. through Zoom, an online video conferencing platform.

This meeting was held electronically as per the Township of Ashfield-Colborne-Wawanosh By-Law 83-2021, Section 3.10 which allows for Electronic Participation of Board Meetings.

### MEMBERS

Larry Allison	(X)
Wayne Forster	(X)
Scott Gibson	(X)
Jim Hanna	(X)
Glen McNeil	(X)
Jennifer Miltenburg	(X)

### OTHERS

Steve Bushell, Facility Manager / Recreation Co-ordinator	(X)
Mark Becker, CAO (Board Secretary)	(X)

### 1.0 CALL TO ORDER

Chairperson Larry Allison.

### 2.0 DISCLOSURE OF PECUNIARY INTEREST

None disclosed.

### 3.0 ADOPTION OF PREVIOUS MEETING MINUTES

#### 3.1 Board Meeting Minutes – January 22, 2025

Moved by	Scott Gibson
Seconded by	Jennifer Miltenburg

ADOPTION  
OF #1  
MINUTES

THAT the Lucknow & District Joint Recreation Board hereby adopts the January 22, 2025 Meeting Minutes as written.

Carried.



4.0 **DELEGATIONS**

None.

5.0 **REPORT OF THE CHAIRPERSON**

Chairperson Larry Allison.

6.0 **REPORT OF FACILITY MANAGER / RECREATION CO-ORDINATOR**

6.1 Unique Minds Childcare Rental Proposal

We have provided the Board with a copy of the report prepared by Facilities Manager/Recreation Co-ordinator Steve Bushell.

STAFF COMMENTS: That the Board supports staff’s recommendation to rent the Dave Farrish Champions Chamber and Henderson Hall on weekdays from July 7<sup>th</sup> to August 22<sup>nd</sup> in 2025, for the reduced rate of \$100/day for each room, and furthermore adopts the following resolution.

ACTION: The Board agreed to support the proposal and adopt the following resolution.

Moved by       Jennifer Miltenburg  
Seconded by   Wayne Forster

UNIQUE		THAT the Lucknow & District Joint Recreation Board	
MINDS	#2	hereby agrees to rent the Dave Farrish Champions	
CHILDCARE		Chamber and Henderson Hall on weekdays from July 7 <sup>th</sup>	
APPROVAL		to August 22 <sup>nd</sup> in 2025, for the reduced rate of \$100/day	
REDUCED		for each room.	
RATES			Carried.

6.2 Pool Filter System Replacement – Quotations

We have provided the Board with a copy of the report prepared by Facilities Manager/Recreation Co-ordinator Steve Bushell.

STAFF COMMENTS: That the Board agrees to accept the quote received from Acapulco Pools in the amount of \$51,900 plus H.S.T. for the replacement of the Pool Filter system.

ACTION: The Board agreed to accept the recommendation of staff and adopt the following resolution.

Moved by       Jennifer Miltenburg  
Seconded by   Wayne Forster

POOL FILTER		THAT the Lucknow & District Joint Recreation Board	
SYSTEM	#3	hereby agrees to accept the quote received from	
REPLACEMENT		Acapulco Pools in the amount of \$51,900 plus H.S.T.	
QUOTE		for the replacement of the Pool Filter System.	
ACCEPT			Carried.

6.3 Summer Pool Staff Hiring Report

We have provided the Board with a copy of the report prepared by Facilities Manager/Recreation Co-ordinator Steve Bushell.

STAFF COMMENTS: For your information purposes. The Township of Ashfield-Colborne-Wawanosh will appoint the summer students by by-law at the next Council meeting.

ACTION: Noted and filed.

6.4 Lucknow & District Recreation Department Rates & Fees Policy - Update

We have provided the Board with a copy of the report and updated policy prepared by Facilities Manager/Recreation Co-ordinator Steve Bushell.

STAFF COMMENTS: For your information purposes and adoption of the following resolution.

ACTION: The Board agreed to approve the amended policy by adopting the following resolution.

Moved by       Jennifer Miltenburg  
Seconded by   Glen McNeil

RATES & FEES	#4	THAT the Lucknow & District Joint Recreation Board
POLICY		hereby agrees to approve amended Rates & Fees Policy
AMENDMENT		dated March 19, 2025.
		Carried.

7.0 **ACCOUNTS**

7.1 Revenue/Expenditure Report – 2024 Final

Moved by       Scott Gibson  
Seconded by   Wayne Forster

REVENUE/	#5	THAT the Lucknow & District Joint Recreation Board
EXPENDITURE		hereby accepts the Revenue/Expenditure Report as
REPORT		presented for year-end 2024.
		Carried.

7.2 Revenue/Expenditure Report – February 2024

Moved by       Wayne Forster  
Seconded by   Glen McNeil

REVENUE/	#6	THAT the Lucknow & District Joint Recreation Board
EXPENDITURE		hereby accepts the Revenue/Expenditure Report as
REPORT		presented.
		Carried.

**8.0 OTHER BUSINESS**

*(items to be brought forward to a future meeting)*

**9.0 IN-CAMERA / CLOSED SESSION**

No items scheduled.

**10.0 ADJOURNMENT**

Moved by        Wayne Forster  
Seconded by    Jennifer Miltenburg

ADJOURN    #7        THAT the Lucknow and District Joint Recreation Board do  
                             now adjourn to meet again on April 16, 2025 at 7:00 p.m. or  
                             at the Call of the Chairperson.

Carried.  
~

\_\_\_\_\_  
Chairperson, Larry Allison

\_\_\_\_\_  
Secretary, Mark Becker



THE CORPORATION OF THE TOWNSHIP OF  
ASHFIELD-COLBORNE-WAWANOSH

**BY-LAW NUMBER 33-2025**

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**BEING A BY-LAW** to appoint summer student positions for the Lucknow and District  
Joint Recreation Department

---

**WHEREAS** Council deems it appropriate to appoint summer students for the Lucknow  
and District Joint Recreation Department for the 2025 season;

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

1. That the following individuals be appointed as employees for the Lucknow and  
District Joint Recreation Department for the 2025 summer season with the  
corresponding positions:

Youth Summer Sports Camp Instructor: Morgan Rintoul & Kayla Drennan

Youth Summer Sports Camp Call in Instructor: Annan Moffat

Part Time Lifeguard & Youth Summer Sports Camp Call in Instructor: Warren  
Dodds

2. This by-law shall come into force and take effect immediately upon final passing  
thereof.

**Read a first and second time this 3<sup>rd</sup> day of June 2025.**

**Read a third time and finally passed this 3<sup>rd</sup> day of June 2025.**

---

Mayor, Glen McNeil

---

Clerk, Florence Witherspoon



THE CORPORATION OF THE TOWNSHIP OF  
ASHFIELD-COLBORNE-WAWANOSH

**BY-LAW NUMBER 34-2025**

---

**BEING A BY-LAW** to authorize the execution of Community Benefits Fund Agreement between the CP Renewable Energy (Kingsbridge) L.P. and the Township of Ashfield-Colborne-Wawanosh.

---

**WHEREAS** section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the Act;

**AND WHEREAS** section 11(2) of the *Municipal Act, 2001* authorizes municipalities to pass by-laws respecting economic, social and environmental well-being of the municipality, including services or things that the municipality is authorized to provide;

**AND WHEREAS** the Corporation of the Township of Ashfield-Colborne-Wawanosh deems it to be in the public interest to enter into an agreement with CP Renewable Energy (Kingsbridge) L.P. regarding monetary donations to the Township known as the Community Benefits Fund;

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

1. The Mayor and Clerk are hereby authorized to execute the agreement attached hereto as Schedule A.
2. This by-law shall come into force upon final passing.

**Read a first and second time 3<sup>rd</sup> day of June 2025.**

**Read a third time and finally passed this 3<sup>rd</sup> day of June 2025.**

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Mayor, Glen McNeil

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Clerk, Florence Witherspoon

By-Law 34-2025  
Schedule A

This **COMMUNITY BENEFITS PAYMENTS AGREEMENT** (this “**Agreement**”) is entered into as of the 3<sup>rd</sup> day of June, 2025 (the “**Effective Date**”)

**BETWEEN:**

**THE CORPORATION OF THE TOWNSHIP OF  
ASHFIELD-COLBORNE-WAWANOSH** a municipal  
corporation under the *Municipal Act, 2001*

(hereinafter referred to as “**ACW**”)

— and —

**CP RENEWABLE ENERGY (KINGSBRIDGE) L.P.**, a  
limited partnership having its registered office in the Province of  
Ontario

(hereinafter referred to as “**CP Renewable**”)

**WHEREAS** through its predecessor, CP Renewable developed a wind energy project known as the Kingsbridge 1 Wind Project (the “**Project**” or the “**K1 Wind Project**”) in the Municipality pursuant to a Renewable Energy Supply Contract dated November 24, 2004, between the Ontario Electric Financial Corporation and CP Renewable’s predecessor, EPCOR Power Development Corporation, which contract was subsequently assigned and amended by an Assignment, Assumption, Consent and Amendment Agreement dated April 1, 2007 and a RES I Contract Amendment Agreement dated February 22, 2013 (as amended, the “**RES Contract**”);

**AND WHEREAS**, as the term of the RES Contract expires on March 14, 2026, CP Renewable intends to submit a bid to the IESO to supply medium-term 2 power to the IESO (the resulting power supply agreement being referred to herein as the “**MT2 Contract**”);

**AND WHEREAS**, CP Renewable and ACW (each a “**Party**” and collectively the “**Parties**”) wish to ensure that if CP Renewable successfully enters into the MT2 Contract, that the K1 Wind Project delivers benefits to all residents of the Municipality;

**AND WHEREAS** in order to further the goal of delivering K1 Wind Project benefits to the Municipality, the Parties have agreed that CP Renewables will make donations to ACW which the Municipality will spend on its projects, programs and other municipal purposes;

**NOW THEREFORE IN CONSIDERATION** of the undertakings and agreements hereinafter expressed by the Parties, ACW and CP Renewable mutually covenant and agree as follows:

## 1. **Interpretation**

### 1.1 In this Agreement:

- (a) “**Annual Payment**” means an annual donation made by CP Renewable to ACW, as calculated pursuant to this Agreement, and “**Annual Payments**” means any one or more of them;
- (b) “**Arbitration Notice**” is defined in Section 6.1;
- (c) “**Available Nameplate Capacity**” is defined in paragraph 3.1(a);
- (d) “**Commencement Date**” means the date that CP Renewable commences supplying power to the IESO under the MT2 Contract;
- (e) “**Dispute**” is defined in Section 6.1;
- (f) “**Dollars per Megawatt Factor**” is defined in paragraph 3.1(c);
- (g) “**Effective Date**” is defined in the first line of this Agreement;
- (h) “**IESO**” means the Independent Electricity Market Operator;
- (i) “**MT2 Contract**” is defined in the second recital;
- (j) “**Municipal Projects**” is defined in Section 4.1;
- (k) “**Municipality**” means the Township of Ashfield-Colborne-Wawanosh;
- (l) “**Project**” or “**K1 Wind Project**” are defined in the first recital;
- (m) “**RES Contract**” is defined in the first recital; and
- (n) “**Term**” is defined in Section 2.2.

### 1.2 Nothing contained in this Agreement shall abrogate or prejudice any statutory rights held by either Party under any applicable statutes including but not limited to the *Ontario Energy Board Act, 1998*, the *Municipal Act, 2001*, the *Green Energy Act, 2009* or the *Electricity Act, 1998*, as amended.

### 1.3 CP Renewable may make and publish announcements from time to time concerning the existence of the Annual Payments and their features, including the projected contributions of CP Renewable.

## **2. Condition Precedent & Term**

- 2.1 The obligations of the parties under this Agreement are subject to CP Renewable and the IESO entering into a MT2 Contract by December 31, 2026 for the supply of electricity generated from K1 Wind Project to IESO, and such condition is for the sole benefit of CP Renewable.
- 2.2 The “**Term**” of this Agreement shall be the term of the MT2 Contract, which is expected to be five (5) years, commencing on the Commencement Date. This Term shall coincide with the production term established in the MT2 Contract. If the term of the MT2 Contract is shortened or the MT2 Contract is terminated, then the Term shall be shortened to match the remaining term of the MT2 Contract. If after the Term, CP Renewable’s MT2 Contract is extended further, or CP Renewable otherwise continues to operate the K1 Wind Project after the expiration or termination of the MT2 Contract, then the Parties shall enter into good faith negotiations to extend the Term and amend this Agreement as appropriate to reflect CP Renewable’s continued operation of the Project under the circumstances then prevailing.

## **3. Financial Donations to ACW**

- 3.1 CP Renewable agrees to make financial donations to ACW in annual lump-sum payments (each an “**Annual Payment**”) for each calendar year during the Term, as follows:
- (a) The Annual Payment for a particular year shall be calculated by multiplying the aggregate nameplate capacity of the Project that is available for operation at the beginning of that year, expressed in megawatts net of any turbine de-rating (the “**Available Nameplate Capacity**”) by a factor of \$1,325 per megawatt (the “**Dollars per Megawatt Factor**”), adjusted for inflation as described in paragraph (c) below.
  - (b) For the first calendar year of the Term, the Available Nameplate Capacity shall be determined as of the Commencement Date. For any subsequent calendar year, the Available Nameplate Capacity shall be determined as of January 1 of that year, provided that if a turbine is out of service on January 1 of a particular year but is brought back into service before March 1 of that year it shall be deemed available for operation for that year.
  - (c) Reflecting the fact that 20 percent of the power price payable to CP Renewable under the MT2 Contract is subject to escalation, the Dollars per Megawatt Factor shall be adjusted on January 1 of each year by 20% of the percentage that the CPI for the immediately preceding December exceeds the CPI for January 2026.
- 3.2 CP Renewable shall be responsible for making Annual Payments to the ACW on the basis of the Available Nameplate Capacity of its K1 Wind Project only, and not on the basis of the nameplate capacity of, or the electricity generated by, any other wind project that may be located in or operating in the Municipality, and not on the basis of money donated or paid into the ACW or similar funds by the operators of such other wind farms as may be located in or operating in the Municipality.



- 3.3 CP Renewable's Annual Payment to ACW shall be paid yearly in a lump sum in respect of each calendar year, with the first payment being made within ninety (90) days after the Commencement Date, and payments in subsequent years being made on or before September 30 of each year. The Annual Payments for the first and last partial calendar years of the Term shall be prorated using the percentage that the number of days in each such partial year is to 365.

#### **4. Liability**

- 4.1 CP Renewable shall not incur any liability in any way related to the municipal projects, programs or other purposes to which any portion of the Annual Payments are used (together, the "**Municipal Projects**"), including without limitation the selection, financing, construction, operation, maintenance, repair and replacement of the Municipal Projects. ACW hereby agrees to indemnify and hold harmless CP Renewable in relation to the Municipal Projects in all respects, including from and against any and all losses, claims, actions, suits, proceedings, causes of action, demands, damages, judgments, executions, liens, liabilities, costs, charges, fees and expenses in connection with loss of life, personal injury, or damage to property, economic loss, or any other loss or injury whatsoever, in any way related to a Municipal Project funded in whole or in part by monies from the Annual Payments.
- 4.2 There is no relationship between the Parties in the nature of a joint venture, partnership, co-ownership arrangement or other similar relationship.

#### **5. Default**

- 5.1 Without prejudice to any other rights or remedies it may have, either Party shall be entitled to terminate this Agreement if the other Party (the "**Defaulting Party**") fails to perform any material covenant or obligation hereunder and such failure is not remedied within fifteen (15) days after written notice of such failure is given to the Defaulting Party, provided that such cure period shall be extended by a further thirty (30) days from the expiry of the first notice if the Defaulting Party is diligently attempting to remedy such failure and such failure is capable of being cured within such extended cure period.
- 5.2 CP Renewable shall be entitled to terminate this Agreement if ACW passes any resolution or by-law which prevents the Project from continuing substantially as it currently exists. This does not include any resolution or by-law passed by ACW in furtherance of the provisions of this Agreement. The foregoing is also without prejudice to right of ACW to submit specific comments to the Ministry of the Environment with respect to the Project in the Municipal Consultation form pursuant to the Renewable Energy Approval process.

## **6. Dispute Resolution**

- 6.1 In the event that either Party provides the other Party with written notice of a dispute regarding the interpretation or implementation of this Agreement (a “**Dispute**”) then both Parties shall use their best efforts to settle the Dispute by consulting and negotiating with each other in good faith to reach a solution satisfactory to both Parties. However, if the Parties do not resolve the Dispute within thirty (30) days following receipt of such notice, then either Party may provide written notice to the other Party (the “**Arbitration Notice**”) requiring resolution by arbitration and thereafter the Dispute shall be referred to arbitration in accordance with the provisions of the Arbitration Act, 1991.
- 6.2 The arbitration tribunal shall consist of one arbitrator appointed by mutual agreement of the Parties or, if the Parties fail to agree on an arbitrator within ten (10) days after receipt of the Arbitration Notice, then either Party may apply to a judge of the Superior Court of Justice to appoint an arbitrator. The arbitrator shall be qualified by education and training to pass upon the matter to be decided.
- 6.3 The arbitration shall be conducted in English and shall take place in Goderich, Ontario or another place mutually agreed upon by the Parties.
- 6.4 The arbitration award shall be given in writing and shall address the question of costs of the arbitration and all related matters. The arbitration award shall be final and binding on the Parties as to all questions of fact and shall be subject to appeal only with respect to matters of law or jurisdiction.
- 6.5 Except to the extent that a matter is specifically the subject of a Dispute, both Parties shall continue to observe and perform the terms and conditions of this Agreement pending the resolution of a Dispute.

## **7. Further Assurances**

- 7.1 Each of the Parties covenants and agrees with the other that it will at all times hereafter execute and deliver, at the request of the other, all such further documents, agreements, deeds and instruments, and will do and perform all such acts as may be necessary to give full effect to the intent and meaning of this Agreement.

## **8. Governing Law**

- 8.1 This Agreement shall be governed by, and be construed and interpreted in accordance with, the laws of Ontario and the laws of Canada applicable in Ontario.

## **9. Assignment**

- 9.1 CP Renewable may not assign this Agreement without the written consent of ACW, which shall not be unreasonably withheld, except that no consent shall be required (i) for CP Renewable to assign this Agreement to an affiliated or successor entity, or to a buyer of all or part of CP Renewable's interest in the Project, provided that all payments due under this Agreement have been satisfied and the assignee agrees in writing to assume and fulfill all of the covenants, agreements, terms and provisions and to abide by all limitations set forth in this Agreement, or (ii) for an assignment given by CP Renewable for purposes of securing indebtedness or other obligations respecting the Project, provided that if the secured party realizes on the security and further assigns this Agreement, the assignee agrees in writing to assume and fulfill all of the covenants, agreements, terms and provisions and to abide by all limitations set forth in this Agreement. For purposes of this section, a change in control of CP Renewable shall not be considered an assignment of this Agreement by CP Renewable.
- 9.2 This Agreement shall not be assignable by ACW, either absolutely or as security, but shall enure to the benefit of any successor to ACW resulting from an amalgamation or other reorganization under the *Municipal Act, 2001* or similar future legislation.

## **10. Negotiations and Related Costs**

- 10.1 Each Party shall bear its own costs and expenses in connection with the preparation, negotiation, authorization, execution and delivery of this Agreement, except that CP Renewable shall reimburse ACW for reasonable legal fees incurred in connection with the review of this Agreement up to a maximum of \$1,500.

## **11. Notices**

- 11.1 All notices, communications and requests for approval which may be or are required to be given by either party to the other herein shall be in writing and shall be given by delivery by courier, facsimile or electronic mail addressed or sent as set out below or to such other address, facsimile number or email address as may from time to time be the subject of a notice:

To ACW:

The Township of Ashfield-Colborne-Wawanosh  
82133 Council Line  
RR #5  
Goderich, ON N7A 3Y2  
Attention: CAO  
Facsimile: 519-524-1951  
Email: [cao@acwtownship.ca](mailto:cao@acwtownship.ca)

To CP Renewable:

CP Renewable Energy (Kingsbridge) LP  
84655 Tower Line Road  
Lucknow, ON N0G 2H0

With a copy to:

Capital Power Corporation  
2500, 215 2<sup>nd</sup> Street SW  
Calgary, Alberta T2P 1M4

Email: notices@capitalpower.com

- 11.2 Any notice, if delivered by courier, shall be deemed to have been validly and effectively given and received on the date of such delivery and if sent by facsimile with confirmation of transmission, shall be deemed to have been validly and effectively given and received on the day it was received, whether or not such day is a business day.

**12. Miscellaneous**

- 12.1 No supplement, modification, amendment, or waiver of this Agreement shall be binding unless executed in writing by the Parties.
- 12.2 Each obligation of the Parties hereto contained in this Agreement, even though not expressed as a covenant, is considered for all purposes to be a covenant.
- 12.3 The invalidity or unenforceability of any provision or covenant contained in this Agreement shall affect the validity or enforceability of such provision or covenant only and any such invalid provision or covenant shall be deemed to be severable from the balance of this Agreement, which shall be enforced to the greatest extent permitted by law.
- 12.4 Each covenant in this Agreement is a separate and independent covenant and a breach of covenant by either Party will not relieve the other Party from its obligation to perform each of its covenants, except as otherwise provided herein.

*[The remainder of this page is intentionally left blank. Signature page follows.]*

12.5 This Agreement may be signed electronically, including through DocuSign™ and similar applications. This Agreement may be signed in any number of counterparts (including counterparts by scanned or Electronic Signature) and each counterpart will be deemed an original; taken together, all counterparts will be deemed to constitute one and the same instrument. Delivery of a printed counterpart (whether or not the counterpart was signed electronically) and electronic delivery (including by email transmission or transmission over an electronic signature platform) of an executed counterpart of this Agreement are each as valid, enforceable and binding as if the signatures were upon the same instrument and delivered in person.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the Effective Date stated at the top of this Agreement.

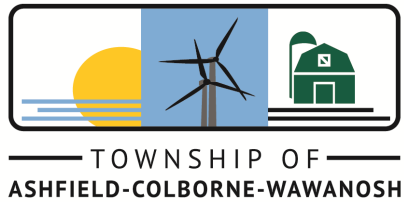
**CORPORATION OF THE TOWNSHIP OF  
ASHFIELD-COLBORNE-WAWANOSH**

\_\_\_\_\_  
Name: Glen McNeil  
Title: Mayor

\_\_\_\_\_  
Name: Florence Witherspoon  
Title: Clerk

**CP RENEWABLE ENERGY  
(KINGSBRIDGE) L.P.**

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



THE CORPORATION OF THE TOWNSHIP OF  
ASHFIELD-COLBORNE-WAWANOSH

**BY-LAW NUMBER 35-2025**

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**BEING A BY-LAW** to confirm the proceedings of the Corporation of the Township of Ashfield-Colborne-Wawanosh at its meeting held on June 3, 2025.

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**WHEREAS** Section 5(3) of the Municipal Act, 2001, S.O., Chapter 23 as amended, requires that a municipal Council to exercise its power 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 as 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 3<sup>rd</sup> day of June 2025 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 3<sup>rd</sup> day of June 2025.**

**Read a third time and finally passed this 3<sup>rd</sup> day of June 2025.**

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Mayor, Glen McNeil

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Clerk, Florence Witherspoon