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Kenilworth, ON N0G 2E0  
[www.wellington-north.com](http://www.wellington-north.com)

519.848.3620  
1.866.848.3620 FAX 519.848.3228

Plan to  
Simply Explore.

[www.simplyexplore.ca](http://www.simplyexplore.ca)

# Special Meeting of Council

Thursday, July 14, 2016

5:00 p.m.

Municipal Office Council Chambers, Kenilworth

## SUPPLEMENTARY AGENDA

AGENDA ITEM	PAGE NO.
<b><u>DELEGATION</u></b>	
Randy Bye - Municipal Sidewalks - Development Issues	001
<b><u>BY-LAW</u></b>	
<b>By-law Number 060-16</b> to enter into a Site Servicing Agreement with Canadian Tire Real Estate Limited and the Township of Wellington North	002

RECEIVED

JUL 11 2016



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**Delegation Request Form**

Name of Delegate(s) Randy Bye

Attending as an individual OR  Representing a group/organization/business

Name of Group/Organization/Business \_\_\_\_\_

**Contact Information**

Mail: AD

Email: \_\_\_\_\_

Telephone: 519 323 1520

**Type of Meeting**

Council OR  Committee (specify which committee) \_\_\_\_\_

Date of Meeting July 14/2016 @ 5pm

Subject Matter (submit your complete delegation submission with this form)

municipal sidewalks  
development issues

**Recommendation/Request of Council** ( what action you would like the Township of Wellington North to take with respect to your matter-use a separate page if required)

For us to listen to feedback from forum recommendations and discuss what we can do

SIGNATURE: [Signature]

Delegations shall not be permitted to address Council or its Committees on the following matters:

- Labour relations or employee negotiations
- Litigation that is either expected to proceed, that is currently proceeding, or that has already been decided by a trier of fact
- Other matters before a tribunal or that have been ruled on at a tribunal
- Tenders, RFPs or other procurement matters
- Any other matter that is properly the subject of the closed meeting provisions in the *Municipal Act, 2001*

**Council or Committee, may in their discretion, refuse to hear any delegation.**

**THE CORPORATION OF THE  
TOWNSHIP OF WELLINGTON NORTH**

**BY-LAW NUMBER 060-16**

**BEING A BY-LAW TO ENTER INTO A SITE SERVICING  
AGREEMENT WITH CANADIAN TIRE REAL ESTATE LIMITED  
AND THE TOWNSHIP OF WELLINGTON NORTH**

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

1. That the Corporation of the Township of Wellington North enter into an agreement with Canadian Tire Real Estate Limited for Site Servicing as set out in the agreement attached hereto as Schedule "A".
2. That the Mayor and the Clerk are hereby authorized and directed to execute the said lease agreement and all other documentation required.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED  
THIS 14<sup>th</sup> DAY OF JULY, 2016.**

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**ANDREW LENNOX, MAYOR**

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**KARREN WALLACE, CLERK**

**BY-LAW NUMBER 060-16  
SCHEDULE "A"**

**Site Servicing Agreement**

THIS AGREEMENT made as of the \_\_\_\_\_ day of July, 2016,

**BETWEEN:**

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH**

(the "**Township**")

- and -

**CANADIAN TIRE REAL ESTATE LIMITED**

(the "**Owner**")

**WHEREAS** the Owner has applied to sever an approximate 1.3 hectare portion of land from lands described as Part Lot 32, Concession 1, Division 3 and Part Lot 33, Concession 1, Division 1, EGR, EGREMONT (Mount Forest) Parts 1, 2, and 3 60R1826 except Part 1 61R9411; subject to RON56456; Township of Wellington North, PIN 71073-0080 (LT), such portion of lands depicted as, the "PROPOSED SEVERANCE" in the attached Schedule "A" (the "Lands")

**AND WHEREAS** the Owner intends to develop a commercial building (a Canadian Tire Store) on a portion of the Lands (the "Development");

**AND WHEREAS** the Township is the owner of Mount Forest Drive (formerly Westinghouse Drive) adjacent to the Lands, as more particularly described in Schedule "B" (the "Road")

**AND WHEREAS** the Owner and the Township agree to upgrade the Road including the construction and reconstructing of the Road, construction of a the storm sewer within the Road and traffic control measures for that portion of the Road commencing at the intersection of the Road and Highway 6 to the easterly property line of the Lands, such length of Road being approximately one hundred and thirty metres (130m) including storm sewer and related appurtenances within the Road (the "Works");

**NOW THEREFORE** this Agreement witnesses that in consideration of the premises and covenants of this Agreement, the payment of Ten Dollars (\$10.00) each to the other, the receipt and sufficiency of which is hereby acknowledged, and for other good and valuable consideration, the parties agree as follows:

### **Interpretation**

1. The parties warrant that the recitals are accurate and, along with the Schedules to this Agreement, form an integral part of this Agreement.
2. The capitalized terms used in the recitals shall have the same meanings when used in the body of the Agreement.
3. In the event that any provision of this Agreement is deemed or determined to be in violation of any law, or held to be invalid or unenforceable by any court or tribunal of competent jurisdiction, the violation and invalidity of any particular provision shall not affect any other provision of this Agreement. This Agreement shall afterward be interpreted as though the offending provision is not contained in this Agreement.
4. Any obligation or acknowledgement set out in this Agreement shall be construed as a covenant by the Owner.

### **Obligations of the Parties**

5. The Township and the Owner shall be responsible for all costs associated with the Works to be constructed pursuant to the Estimated Costs of Works to be Constructed as detailed in Schedule "C" attached hereto. The Owner acknowledges that these Works are required by the Township in order to service the Owner's Development. The Owner further acknowledges that the Township will not make any effort to, nor be held responsible for, collecting funds from others to reimburse the Owner now or at any time in the future. Any risks that could impact the costs of the project (such as but not limited to factors such as adverse weather, labour strikes, material shortages, soil and groundwater conditions, environmental contamination, equipment failure, survey errors or engineering design problems) remain solely those of the Township.

### **Obligations of the Township**

6. The Township shall be responsible for all plans, construction, approvals, inspection and acceptance of the Works. The Township shall use best efforts to complete the Works within ten (10) years from the execution of this Agreement.
7. The Owner shall pay to the Township, immediately upon written demand:
  - a. the Owner's share of the Estimated Costs of Works to be Constructed as detailed in Schedule "C";

- b. all legal and other costs and disbursements incurred by the Township in obtaining legal advice, searching title, drafting of this Agreement, including any costs related to bringing this matter forward to Township Council; and
- c. a onetime non-refundable special servicing fee of One Thousand (\$1,000.00) Dollars.

**Agreement Binds the Parties**

- 8. The Owner acknowledges and agrees that the Township has the legal authority to enter into this agreement and to enforce its terms and conditions against the Owner, including the requirement set out in paragraph 7(c) of this Agreement to pay the non-refundable special servicing fee. The Owner further agrees not to call into question directly or indirectly on any proceedings whatsoever in law or in equity the rights of the Township in this regard and this Agreement may be pleaded as an estoppel against the Owner in any such proceedings. Further, should the Owner challenge the right of the Township in this regard, the Owner agrees that it shall, immediately upon written demand by the Township, reimburse the legal and other costs and disbursements incurred by the Township in relation to defending itself against any such challenge.
- 9. The Owner shall not assign this Agreement without the prior written consent of the Township.
- 10. This Agreement represents the only agreement between the Parties and it shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns as the case may be.

11. SCHEDULES

The following schedules are attached to and form part of this Agreement:

Schedule "A", Depiction of the Lands

Schedule "B", Legal description of the Road

Schedule "C", Estimated Costs of Works to be Constructed

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be duly executed as of the date first written above.

**The Corporation of the Township  
of Wellington North**

---

Andrew Lennox, Mayor

---

Karren Wallace, Clerk

We have the authority to bind the  
Corporation of the Township of  
Wellington North.

**Canadian Tire Real Estate Limited**

---

Per:  
Name:

---

Per:  
Name:

We have authority to bind the  
Corporation of Canadian Tire Real  
Estate Limited

Schedule "A"  
Depiction of the Lands (PROPOSED SEVERANCE)

**DRAFT**



## Schedule "B"

## Legal description of the Road

ALL AND SINGULAR that certain parcel or tract of land and premises situated, lying and being in the Town of Mount Forest in the County of Wellington, being comprised of:

Part Lot 33, Concession 1 EGR Egremont (now Town of Mount Forest) Parts 4 & 5, 60R1826 being Westinghouse Drive; Wellington North

PIN: 71073-0010 (LT)

## Site Servicing Agreement

THIS AGREEMENT made as of the \_\_\_\_\_ day of July, 2016,

**BETWEEN:**

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH**

(the “Township”)

- and -

**CANADIAN TIRE REAL ESTATE LIMITED**

(the “Owner”)

**WHEREAS** the Owner has applied to sever an approximate 1.3 hectare portion of land from lands described as Part Lot 32, Concession 1, Division 3 and Part Lot 33, Concession 1, Division 1, EGR, EGREMONT (Mount Forest) Parts 1, 2, and 3 60R1826 except Part 1 61R9411; subject to RON56456; Township of Wellington North, PIN 71073-0080 (LT), such portion of lands depicted as, the “PROPOSED SEVERANCE” in the attached Schedule “A” (the “Lands”)

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**AND WHEREAS** the Owner and the Township agree to upgrade the Road including the construction and reconstructing of the Road, construction of a the storm sewer within the Road and traffic control measures for that portion of the Road commencing at the intersection of the Road and Highway 6 to the easterly property line of the Lands, such length of Road being approximately one hundred and thirty metres (130m) including storm sewer and related appurtenances within the Road (the “Works”);

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### **Obligations of the Township**

17. The Township shall be responsible for all plans, construction, approvals, inspection and acceptance of the Works. The Township shall use best efforts to complete the Works within ten (10) years from the execution of this Agreement.
18. The Owner shall pay to the Township, immediately upon written demand:
  - a. the Owner's share of the Estimated Costs of Works to be Constructed as detailed in Schedule "C";

- b. all legal and other costs and disbursements incurred by the Township in obtaining legal advice, searching title, drafting of this Agreement, including any costs related to bringing this matter forward to Township Council; and
- c. a onetime non-refundable special servicing fee of One Thousand (\$1,000.00) Dollars.

**Agreement Binds the Parties**

19. The Owner acknowledges and agrees that the Township has the legal authority to enter into this agreement and to enforce its terms and conditions against the Owner, including the requirement set out in paragraph 7(c) of this Agreement to pay the non-refundable special servicing fee. The Owner further agrees not to call into question directly or indirectly on any proceedings whatsoever in law or in equity the rights of the Township in this regard and this Agreement may be pleaded as an estoppel against the Owner in any such proceedings. Further, should the Owner challenge the right of the Township in this regard, the Owner agrees that it shall, immediately upon written demand by the Township, reimburse the legal and other costs and disbursements incurred by the Township in relation to defending itself against any such challenge.
20. The Owner shall not assign this Agreement without the prior written consent of the Township.
21. This Agreement represents the only agreement between the Parties and it shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns as the case may be.

22. SCHEDULES

The following schedules are attached to and form part of this Agreement:

Schedule "A", Depiction of the Lands

Schedule "B", Legal description of the Road

Schedule "C", Estimated Costs of Works to be Constructed

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be duly executed as of the date first written above.

**. The Corporation of the Township  
of Wellington North**

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\_\_\_\_\_

. Andrew Lennox, Mayor

.

\_\_\_\_\_

. Karren Wallace, Clerk

.

. We have the authority to bind the  
Corporation of the Township of  
Wellington North.

**Canadian Tire Real Estate Limited**

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\_\_\_\_\_

. Per:

. Name:

.

\_\_\_\_\_

. Per:

. Name:

.

. We have authority to bind the  
Corporation of Canadian Tire Real  
Estate Limited

Schedule "A"  
Depiction of the Lands (PROPOSED SEVERANCE)

**DRAFT**

## Schedule "B"

## Legal description of the Road

ALL AND SINGULAR that certain parcel or tract of land and premises situated, lying and being in the Town of Mount Forest in the County of Wellington, being comprised of:

Part Lot 33, Concession 1 EGR Egremont (now Town of Mount Forest) Parts 4 & 5, 60R1826 being Westinghouse Drive; Wellington North

PIN: 71073-0010 (LT)

## SCHEDULE C"

**New Canadian Tire Retail Store and Automotive Centre**  
2016

Date: July 12,

**Mount Forest Drive Reconstruction**  
**Main Street (Hwy. 6) to Canadian Tire Easterly Property Line**  
**(130m) Opinion of Probable Cost and Contribution Amounts**  
**BMROSS File No. 16004**

## Road Construction

Item	Quantity	Unit	Unit Price	Amount	Township	Canadian Tire
Earth Excavation	1020	cu.m.	\$17.00	\$17,340.00	\$14,999.10	\$2,340.90
Water	94	cu.m.	\$10.00	\$940.00	\$813.10	\$126.90
Calcium chloride	1	t	\$1,100.00	\$1,100.00	\$951.50	\$148.50
Granular "A" (150mm)	840	t	\$16.00	\$13,440.00	\$11,625.60	\$1,814.40
Granular "B"(450mm)	1760	t	\$10.00	\$17,600.00	\$15,224.00	\$2,376.00
Hot mix HL4 (50mm)	160	t	\$115.00	\$18,400.00	\$17,101.18	\$1,298.82
Hot mix HL3 (40mm)	130	t	\$120.00	\$15,600.00	\$7,800.00	\$7,800.00
Hot mix miscellaneous	435	sq.m.	\$30.00	\$13,050.00	\$5,100.00	\$7,950.00
Removal of bituminous pavement	170	sq.m.	\$5.00	\$850.00	\$850.00	\$0.00
Adjust Existing Manhole	1	ea.	\$450.00	\$450.00	\$450.00	\$0.00
Full Depth Asphalt Removal	950	sq.m.	\$3.00	\$2,850.00	\$2,850.00	\$0.00
Remove existing DI	1	ea.	\$340.00	\$340.00	\$340.00	\$0.00
Remove concrete curb and gutter	34	m m	\$10.00	\$340.00	\$340.00	\$0.00
Concrete curb and gutter	290	sq.m.	\$45.00	\$13,050.00	\$6,525.00	\$6,525.00
Remove concrete sidewalks & driveways	4	sq.m.	\$12.00	\$48.00	\$0.00	\$48.00
Concrete sidewalks	214	sq.m.	\$55.00	\$11,770.00	\$0.00	\$11,770.00
Topsail	770	sq.m.	\$7.00	\$5,390.00	\$3,164.00	\$2,226.00
Sod	770		\$6.00	\$4,620.00	\$2,712.00	\$1,908.00
<b>Subtotal</b>				<b>\$137,178.00</b>	<b>\$90,845.48</b>	<b>\$46,332.52</b>

## Storm Sewer

Item	Quantity	Unit	Unit Price	Amount	Township	Canadian Tire
150 mm dia. perforated subdrain	127	m	\$25.00	\$3,175.00	\$1,587.50	\$1,587.50
300 mm dia. rigid pipe sewer	178	m	\$190.00	\$33,820.00	\$16,910.00	\$16,910.00
600 x 600 mm catchbasin	2	ea.	\$1,800.00	\$3,600.00	\$1,800.00	\$1,800.00
600X600 D.I.	2	ea.	\$2,400.00	\$4,800.00	\$2,400.00	\$2,400.00
1200 mm dia. manhole	4	ea.	\$3,300.00	\$13,200.00	\$6,600.00	\$6,600.00
Culvert Removal	40	m	\$50.00	\$2,000.00	\$2,000.00	\$0.00
<b>Subtotal</b>				<b>\$60,595.00</b>	<b>\$31,297.50</b>	<b>\$29,297.50</b>

## Miscellaneous Items

Item	Quantity	Unit	Unit Price	Amount	Township	Canadian Tire
Traffic Control	1	L.S.	\$30,000.00	\$30,000.00	\$18,527.75	\$11,472.25
Lump Sum to Cover All Others	1	L.S.	\$4,000.00	\$4,000.00	\$2,470.37	\$1,529.63
<b>Subtotal</b>				<b>\$34,000.00</b>	<b>\$20,998.12</b>	<b>\$13,001.88</b>



## Summary

Road Construction	\$137,178.00	\$90,845.48	\$46,332.52
Storm Sewer	\$60,595.00	\$31,297.50	\$29,297.50
Miscellaneous Items	\$34,000.00	\$20,998.12	\$13,001.88
Subtotal	\$231,773.00	\$143,141.10	\$88,631.90
Bonding and Insurance (3%)	\$6,953.19	\$4,294.23	\$2,658.96
Subtotal	\$238,726.19	\$147,435.33	\$91,290.86
Contingency (10%)	\$23,872.62	\$14,743.53	\$9,129.09
Total Construction	\$262,598.81	\$162,178.86	\$100,419.95

## Engineering

Design, tendering, construction review and contract administration (15%)	\$39,389.82	\$24,326.83	\$15,062.99
Geotechnical investigation	\$6,000.00	\$3,705.55	\$2,294.45
Total engineering and geotech	\$45,389.82	\$28,032.38	\$17,357.44

## Total Construction and Engineering

Total	\$307,988.63	\$190,211.24	\$117,777.39
H.S.T. (net 1.76%)	\$5,420.60	\$3,347.72	\$2,072.88
Total	\$313,409.23	\$193,558.96	\$119,850.27

**NOTES:**

1. Based on 8.5m pavement width.
2. Geotech investigation recommended to assess the existing road base conditions and pavement structure design.
3. MOECC approval fee \$1,100.00 excluded.
4. Assumed 7.3m existing base asphalt width for removals quantities.
5. Prices based on Type 2 soil conditions.