

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
AGENDA OF REGULAR COUNCIL MEETING – JUNE 19, 2023 AT 7:00 P.M.
MUNICIPAL OFFICE COUNCIL CHAMBERS, KENILWORTH
HYBRID MEETING - IN PERSON AND VIA WEB CONFERENCING**

HOW TO JOIN

Join from a PC, Mac, iPad, iPhone or Android device:

Please click this URL to join. <https://us02web.zoom.us/j/87381355242>

Or join by phone:

Canada: 855 703 8985 (Toll Free) or 1 647 374 4685 (long distance charges may apply)

Webinar ID: 873 8135 5242

**PAGE
NUMBER**

CALLING TO ORDER

O'CANADA

ADOPTION OF THE AGENDA

Recommendation:

THAT the Agenda for the June 19, 2023 Regular Meeting of Council be accepted and passed.

DISCLOSURE OF PECUNIARY INTEREST

PRESENTATIONS

- | | |
|--|-----|
| 1. Report CAO 2023-006 Wellington North Indigenous Land Acknowledgement | 001 |
| <ul style="list-style-type: none">• Martin Cooper, providing a brief verbal summary of the project | |

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report CAO 2023-006 being a report on Indigenous Land Acknowledgement.

AND THAT Council adopt the proposed Land Acknowledgement for the Township of Wellington North, as follows:

The lands that we know today as the Township of Wellington North have been home to Indigenous peoples since time immemorial. We acknowledge that we are on the treaty lands and traditional territory of the Anishinaabe and Haudenosaunee.

With increasing encroachment by non-Indigenous settlers in the Township of Wellington North, the Anishinaabe and the Haudenosaunee could not continue their traditional lifestyle and settled in their villages on the Credit River, Lake Huron, Lake Simcoe, and in the Grand River Valley. These nations uphold their Treaty Rights within our jurisdiction.

Today, the Township of Wellington North remains home to Indigenous peoples from across Turtle Island. We are grateful to have the opportunity to share and respect Mother Earth and are committed to building constructive and cooperative relationships with Indigenous nations.

AND FURTHER THAT this Land Acknowledgement be included as a sign of respect and remembrance at key Township meetings/business as follows:

Shall be included:

- Inaugural meetings of Council
- Official meetings with Indigenous nations
- Formal Unveilings/Ceremonies

May be considered if appropriate:

- Other Council meetings or Committee/Public meetings
- Community meetings
- Public Information Centres, Open Houses, and/or public workshops where there is a formal presentation or welcome

Further, The Land Acknowledgement can also be placed at the beginning of important municipal documents such as the Official Plan, Heritage Registry, Archaeological Management Plan, Transportation Master Plan, Water, Wastewater Master Plan, etc. also outlined herein;

AND FURTHER THAT staff be directed to updated the procedure by-law to include the Indigenous Land Acknowledgement.

2. Sean Kelly, pl.ural

064

- Wellington North Community Improvement Program Update 2023

RECESS TO MOVE INTO PUBLIC MEETING

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North recess the June 19, 2023, 2023 Regular Meeting of Council for the purpose of holding a Public Meeting under the Planning Act:

- John and Mary Weber, Minor Variance
- Cannabis Zoning By-law

RESUME REGULAR MEETING OF COUNCIL

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North resume the June 19, 2023 Regular Meeting of Council at : .

PASSAGE OF BY-LAWS ARISING FROM PUBLIC MEETING

- a. By-law Number 047-23 being a by-law to amend By-law 66-01, being a Zoning By-law for the Township of Wellington North. (Cannabis) 078

Recommendation:

THAT By-law Number 047-23 being a by-law to amend By-law 66-01, being a Zoning By-law for the Township of Wellington North be read a First, Second and Third time and enacted. (Cannabis)

ADOPTION OF MINUTES OF COUNCIL AND PUBLIC MEETING

- 1. Regular Meeting of Council, June 5, 2023 085
- 2. Public Meeting, June 5, 2023 094

Recommendation:

THAT the minutes of the Regular Meeting of Council and the Public Meeting held on June 5, 2023 be adopted as circulated.

BUSINESS ARISING FROM PREVIOUS MEETINGS OF COUNCIL

ITEMS FOR CONSIDERATION

1. MINUTES

- a. Recreation, Parks and Leisure Committee, June 6, 2023 098

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Recreation, Parks and Leisure Committee meeting held on June 6, 2023.

2. PLANNING

- a. Planning Report prepared by Matthieu Daoust, Senior Planner, County of Wellington, dated June 5, 2023, regarding Draft Plan of Subdivision – 23T-22006, VED Homes, Part Park Lot 3, South of Domville St., Arthur 104

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the Planning Report prepared by Matthieu Daoust, Senior Planner, County of Wellington, dated June 5, 2023, regarding Draft Plan of Subdivision – 23T-22006, VED Homes, Part Park Lot 3, South of Domville St., Arthur.

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North support the proposed Draft Plan of Subdivision and related condition of draft plan approval for 23T-22006, VED Homes, Part Park Lot 3, South of Domville St., Arthur.

- b. Report DC 2023-023 Maple Hill Estates Inc., Amending Development Agreement, Part of Park Lots 1 and 2 South of Clyde Street Plan Mount Forest Mount Forest, Part 6, 61R21657, Township of Wellington North 113

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report DC 2023-023 being a report on an amending development agreement for Maple Hill Estates Inc.;

AND FURTHER THAT Council authorize the Mayor and Clerk to sign the by-law to amend By-law 030-22 in the form, or substantially the same form as the draft Agreement, with Maple Hill Estates Inc.

- c. Report DC 2023-024, Seawaves Homes Ltd., Development Agreement, 260 Gordon Street 116

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report DC 2023-024 being a report on a development agreement for Seawaves Homes Ltd.;

AND FURTHER THAT Council authorize the Mayor and Clerk to sign the by-law to enter into the agreement in the form, or substantially the same form as the draft Agreement, with Seawaves Homes Ltd.

3. BUILDING

- a. Report CBO 2023-07 City of Guelph By-law Enforcement Services – 6 month Extension 119

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report CBO 2023-07 being a report on the City of Guelph By-law Enforcement Services – 6 Month Extension;

AND FURTHER THAT the Council of the Township of Wellington North authorizes the Mayor and Clerk to enter into amending agreement to extend By-law 122-21 with the City of Guelph for the purposes of providing By-law Enforcement Services to the Township of Wellington North.

- b. Report CBO 2023-08 Building Permit Review Period Ending May 31, 2023 121

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report CBO 2023-08 being the Building Permit Review for the period ending May 31, 2023.

4. ECONOMIC DEVELOPMENT

- a. Report EDO 2023-013 Community Improvement Program 123

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report EDO 2023 – 013 on the Community Improvement Program,

AND FURTHER THAT Council receives the updated Community Improvement Program as presented by Sean Kelly from pl.ural.

AND FURTHER THAT after the 30-day public review period is over the Council of the Corporation of the Township of Wellington North authorize the Mayor and Clerk to sign a by-law to adopt the new Community Improvement Program,

AND FURTHER THAT Council approves the following grants:

- \$2,500 Public Art Grant to the Arthur Chamber of Commerce
- \$2,500 Façade Improvement Grant to Sacred Heart Church in Kenilworth
- \$1,500 Accessibility Grant to Sacred Heart Church in Kenilworth.
- \$2,500 Façade Improvement Grant to Mount Forest Museum & Archives

5. FINANCE

- a. Vendor Cheque Register Report, June 14, 2023 188

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the Vendor Cheque Register Report dated June 14, 2023.

6. OPERATIONS

- a. Report OPS 2023-023 being a report on Traffic Counts 191

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report OPS 2023-023 being a report on Traffic Counts;

AND FURTHER THAT Council direct staff to include an annual \$10,000 traffic count allowance starting in the 2024 budget year.

- b. Report OPS 2023-024 being a report on Jack's Way Security Reduction 199

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report OPS 2023-024 being a report on Jack's Way Security Reduction;

AND FURTHER THAT Council grant 5053745 Ontario Inc., for its Jack's Way subdivision in the community of Mount Forest (Draft Plan 23T-18004), a reduction in securities to the amount of \$617,590.00;

AND FURTHER THAT Council direct staff to reduce the security amount to \$617,590.00.

- c. Report OPS 2023-025 being a report on Jefferey Way Security Reduction 211

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report OPS 2023-025 being a report on Jefferey Way Security Reduction;

AND FURTHER THAT Council receive the correspondence from Frank Vanderloo, P. Eng, B.M. Ross and Associates Limited, dated June 13, 2023, regarding Mt. Forest Developments Inc. Subdivision (Jefferey Way, Mount Forest) Draft Plan 23T-18001 – Securities Reduction;

AND FURTHER THAT Council grant Mount Forest Developments Inc., for the Jefferey Way Subdivision (Draft Plan 23T-18001) in the community of Mount Forest, a reduction in securities to the amount of \$249,891.00;

AND FURTHER THAT Council direct staff to reduce the security amount to \$249,891.00.

- d. Report OPS 2023-02 being a report on Cachet Developments (Arthur) Stage 3 Preliminary Acceptance 220

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report OPS 2023-026 being a report on Cachet Developments (Arthur) Stage 3 Preliminary Acceptance;

AND FURTHER THAT Council receive the correspondence from Dustin Lyttle, Triton Engineering Services Limited, dated June 15, 2023, regarding Cachet Developments (Arthur) Phases 1 & 2 Preliminary Acceptance Stage 3 Municipal Services;

AND FURTHER THAT Preliminary Acceptance be granted for Phases 1 & 3 of Stage 3 Municipal Services works for Cachet Developments (Arthur) with the guarantee and maintenance period commencing on June 19, 2023.

7. COUNCIL

- a. National Injury Prevention Day Proclamation 226

Recommendation:

WHEREAS, major trauma or injury is one of the principal causes of death for people in Canada, and all Wellington County residents have an equal right to education on and awareness of injury care, control and prevention strategies, and

WHEREAS, most injuries are predictable and preventable, and Parachute is Canada’s national charity dedicated to reducing the devastating impact of preventable injuries for people on the road, at home and at play by providing them with the necessary information and tools, and

WHEREAS, the Township of Wellington North is committed to creating a safe environment contributing to the safety and well-being of our children; and

WHEREAS, hospitals, provincial agencies and community organizations are committed to their crucial role in reducing injuries and deaths by promoting safe practices; and

WHEREAS, National Injury Prevention Day raises awareness and promotes efforts to reduce injuries among children; the Township of Wellington North commends Safe Communities Wellington County and all involved in their endeavor to protect children from injury;

NOW, THEREFORE, I, Andrew Lennox, Mayor of Township of Wellington North do hereby proclaim July 5, 2023 as

National Injury Prevention Day

and call upon the residents of the Township of Wellington North to join with me in this observation by June 15, 2023

Proclaimed and adopted this 19th day of June, 2023

- b. Ken Thompson, President, Royal Canadian Legion Branch 134, Mount Forest, correspondence dated June 14, 2023, requesting approval for placing a tent in their parking lot to host a licensed music/beer tent in conjunction with the Mount Forest Fireworks Festival and a noise exemption 227

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive correspondence from Ken Thompson, President, Royal Canadian Legion Branch 134, Mount Forest, dated June 14, 2023, requesting approval for placing a tent in their parking lot to host a licensed music/beer tent in conjunction with the Mount Forest Fireworks Festival;

AND FURTHER that staff work with the RCL Branch 134 in submitting their request for a noise exemption for Friday, July 14th 3:00 p.m. to 1:00 a.m.; Saturday, July 15th 11:00 a.m. to 1:00 a.m.; and Sunday, July 16th 12:00 p.m. to 10:00 p.m.

- c. Hawk\$ Nest, Rose Austin, General Manager, Saugeen Economic Development Corporation and Barb Fisher, General Manager, Bruce Community Futures Development Corporation, correspondence dated May 30, 2023, regarding thank you for support as a community sponsor 228

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the correspondence, dated May 30, 2023, from Hawk\$ Nest, Rose Austin, General Manager, Saugeen Economic Development Corporation and Barb Fisher, General Manager, Bruce Community Futures Development Corporation regarding thank you for support as a community sponsor.

IDENTIFICATION OF ITEMS REQUIRING SEPARATE DISCUSSION

ADOPTION OF ALL ITEMS NOT REQUIRING SEPARATE DISCUSSION

Recommendation:

THAT all items listed under Items For Consideration on the June 19, 2023 Council agenda, with the exception of those items identified for separate discussion, be approved and the recommendations therein be adopted:

CONSIDERATION OF ITEMS FOR SEPARATE DISCUSSION AND ADOPTION

NOTICE OF MOTION

COMMUNITY GROUP MEETING PROGRAM REPORT

Councillor Renken (Ward 1):

- Recreation, Parks and Leisure Committee
- Wellington North Cultural Roundtable
- Upper Grand Trailway Wellington Sub Committee
- Mount Forest Aquatic Ad Hoc Advisory Committee

Councillor Burke (Ward 2):

- Mount Forest Business Improvement Area
- North Wellington Health Care Corporation Louise Marshall Hospital Board of Directors
- Mount Forest Aquatic Ad Hoc Advisory Committee
- Mount Forest Fireworks Festival Committee
- Lynes Blacksmith Shop Committee

Councillor Hern (Ward 3):

- Mount Forest & District Chamber of Commerce
- Arthur & District Chamber of Commerce
- Arthur Business Improvement Area
- Grand River Conservation Authority

Councillor McCabe (Ward 4):

- Recreation, Parks and Leisure Committee
- Wellington County Farm Safety Committee
- Saugeen Valley Conservation Authority
- Wellington North Health Professional Recruitment Committee
- Upper Grand Trailway Wellington Sub Committee
- ROMA Zone 2 Chair

Mayor Lennox:

- Committee of Adjustment
- Wellington North Power
Ex Officio on all committees

BY-LAWS

- | | |
|--|-----|
| a. By-law Number 6000-23 being a by-law to regulate the parking or stopping of vehicles on highways, public parking lots and in some instances, private property within the Township of Wellington North | 229 |
| b. By-law Number 048-23 being a by-law to amend By-law 030-22 being a bylaw to enter into a Development Agreement with Maple Hill Estates Inc. | 253 |
| c. By-law Number 049-23 being a by-law to authorize the execution of a Development Agreement, Parklot 52, Parklot 54 and Parklot 56, Judge MacDonalds Survey; Village of Arthur; Township of Wellington North with Seawaves Homes Ltd. | 257 |
| d. By-law Number 050-23 being a by-law to extend By-law Number 122-21 being a by-law for compliance services with the City of Guelph | 307 |

Recommendation:

THAT By-law Number 6000-23, 048-23, 049-23 and 050-23 be read a First, Second and Third time and enacted.

CULTURAL MOMENT

- Celebrating William G. Gorvett 310

CONFIRMING BY-LAW

311

Recommendation:

THAT By-law Number 051-23 being a By-law to Confirm the Proceedings of the Council of the Corporation of the Township of Wellington North at its Regular Meeting held on June 19, 2023 be read a First, Second and Third time and enacted.

ADJOURNMENT

Recommendation:

THAT the Regular Council meeting of June 19, 2023 be adjourned at __: p.m.

MEETINGS, NOTICES, ANNOUNCEMENTS

Wellington North Farmers Market 10 th Season – Victory Community Centre, 320 King St. E., Mount Forest	Saturday's June 17 to September 30, 2023	8:30 a.m. – 12:00 p.m.
Arthur BIA, via video conferencing	Wednesday, June 21, 2023	7:30 p.m.
Mount Forest Chamber of Commerce Town-wide shopping event, Downtown Mount Forest	Thursday, June 22, 2023	5:00 p.m. – 8:00 p.m.
Arthur Cash and Carry Summer Vibes Market, Frederick St., Arthur	Saturday, June 24, 2023	9:0 a.m. – 2:00 p.m.
Louise Marshall Hospital Foundation Annual General Meeting, Mount Forest Library	Wednesday, June 28, 2023	7:00 p.m.
Arthur Chamber of Commerce Canada Day Street Market, Charles Street, Arthur	Saturday, July 1, 2023	9:0 a.m. – 2:30 p.m.
Arthur Optimist Canada Day Weekend Celebrations, various activities and times	July 1 and 2, 2023	
Regular Council Meeting	Monday, July 10, 2023	2:00 p.m.
Recreation, Parks and Leisure Committee, via video conferencing	Tuesday, July 11, 2023	4:00 p.m.
Regular Council Meeting	Monday, July 24, 2023	7:00 p.m.



WELLINGTON NORTH

SEMPER PORRO

Staff Report

To: Mayor and Members of Council meeting of June 19, 2023
From: Brooke Lambert, Chief Administrative Officer
Subject: CAO 2023-006 Wellington North Indigenous Land Acknowledgement

RECOMMENDATION

THAT Council of the Township of Wellington North receive Report CAO 2023-006 being a report on Indigenous Land Acknowledgement.

AND THAT Council adopt the proposed Land Acknowledgement for the Township of Wellington North, as follows:

The lands that we know today as the Township of Wellington North have been home to Indigenous peoples since time immemorial. We acknowledge that we are on the treaty lands and traditional territory of the Anishinaabe and Haudenosaunee.

With increasing encroachment by non-Indigenous settlers in the Township of Wellington North, the Anishinaabe and the Haudenosaunee could not continue their traditional lifestyle and settled in their villages on the Credit River, Lake Huron, Lake Simcoe, and in the Grand River Valley. These nations uphold their Treaty Rights within our jurisdiction.

Today, the Township of Wellington North remains home to Indigenous peoples from across Turtle Island. We are grateful to have the opportunity to share and respect Mother Earth and are committed to building constructive and cooperative relationships with Indigenous nations.

AND FURTHER THAT this Land Acknowledgement be included as a sign of respect and remembrance at key Township meetings/business as follows:

Shall be included:

- Inaugural meetings of Council
- Official meetings with Indigenous nations
- Formal Unveilings/Ceremonies

May be considered if appropriate:

- Other Council meetings or Committee/Public meetings
- Community meetings

- Public Information Centres, Open Houses, and/or public workshops where there is a formal presentation or welcome

Further, The Land Acknowledgement can also be placed at the beginning of important municipal documents such as the Official Plan, Heritage Registry, Archaeological Management Plan, Transportation Master Plan, Water, Wastewater Master Plan, etc. also outlined herein;

AND FURTHER THAT staff be directed to updated the procedure by-law to include the Indigenous Land Acknowledgement.

PREVIOUS PERTINENT REPORTS / BY-LAWS / RESOLUTIONS

NA

BACKGROUND

In March 2022, the Township of Wellington North, along with several other local municipalities in Wellington County, retained the consulting firm Archaeological Services Inc., to assist with the development of meaningful land acknowledgements specific to each community.

While only one part of the larger conversation and needed action around truth and reconciliation, land acknowledgements are an important starting point. They not only acknowledge the presence of Indigenous peoples past and present, but they help educate the community on the traditional lands and treaties that existed as well as the instances when Indigenous peoples were displaced and excluded from those traditional territories.

The “Wellington County Municipalities Land Acknowledgement Project” included background research, municipal consultation, indigenous engagement, a critical review of the use of land acknowledgements as well as detailed summary of the indigenous history of Wellington County. See Attachment 1 for the full report.

It is intended to provide a resource to the municipality, Council and the community to learn from and build upon, as additional steps toward truth and reconciliation are pursued. It is to be considered a living document should also be reviewed and updated as needed.

Proposed Land Acknowledgement for the Township of Wellington North

Based on the review completed as part of this initiative, the following land acknowledgement is proposed:

The lands that we know today as the Township of Wellington North have been home to Indigenous peoples since time immemorial. We acknowledge that we are on the treaty lands and traditional territory of the Anishinaabe and Haudenosaunee.

With increasing encroachment by non-Indigenous settlers in the Township of Wellington North, the Anishinaabe and the Haudenosaunee could not continue their traditional lifestyle and settled in their villages on the Credit River, Lake Huron, Lake Simcoe, and in the Grand River Valley. These nations uphold their Treaty Rights within our jurisdiction.

Today, the Township of Wellington North remains home to Indigenous peoples from across Turtle Island. We are grateful to have the opportunity to share and respect Mother Earth and are committed to building constructive and cooperative relationships with Indigenous nations.

Including a Land Acknowledgement

A land acknowledgement is one way the non-Indigenous members of a community can remember and honour the history of a specific place. It is a statement of respect and offer of reconciliation to Indigenous people. As such, there are no set rules guiding when a land acknowledgement should be given, as long as the land acknowledgement is given in a meaningful way and not simply recited out of routine or as a matter of process.

Given the importance of this sign of respect, staff recommend the following approach with respect to the giving of a land acknowledgement statement:

Shall be included:

- Inaugural meetings of Council
- Official meetings with Indigenous nations
- Formal Unveilings/Ceremonies

May be considered if appropriate:

- Other Council meetings or Committee/Public meetings
- Community meetings
- Public Information Centres, Open Houses, and/or public workshops where there is a formal presentation or welcome

Further, The Land Acknowledgement can also be placed at the beginning of important municipal documents such as the Official Plan, Heritage Registry, Archaeological Management Plan, Transportation Master Plan, Water, Wastewater Master Plan, etc.

Next Steps

Truth and Reconciliation is an ongoing process that requires open, frank and sometimes difficult conversations. It is also a call to action for municipalities take meaningful steps towards

addressing the historic and systemic inequities faced by indigenous peoples. The Township of Wellington North has the opportunity to build on this first step by continuing to learn more, help educate our local community, and participate as a genuine and collaborative partner in the reconciliation journey. Staff will look for opportunities to share the information gathered as part of this process with our internal and external stakeholders with the hopes of creating more dialogue, understanding and appreciation.

FINANCIAL CONSIDERATIONS

The Wellington County Municipalities Land Acknowledgement Project is part of a collaborative initiative, with the costs shared by:

- Township of Centre Wellington
- Township of Guelph/Eramosa
- Township of Mapleton
- Town of Minto
- Township of Puslinch
- Township of Wellington North

The Township of Wellington North's financial contribution was \$5000.00, funded out of the Townships' approved 2022 operating budget.

ATTACHMENTS

Attachment 1 – Wellington County Municipalities Land Acknowledgement Project (Wellington North)

STRATEGIC PLAN 2019 – 2022

Do the report's recommendations align with our Strategic Areas of Focus?

Yes
 No
 N/A

Which priority does this report support?

Modernization and Efficiency
 Partnerships
 Municipal Infrastructure
 Alignment and Integration

**Prepared &
Recommended By:**

Brooke Lambert, Chief Administration
Officer

Brooke Lambert

Wellington County Municipalities Land Acknowledgment Project

Township of Wellington North Wellington County, Ontario

Prepared for:

Brooke Lambert, C.A.O.

Township of Wellington North

7490 Sideroad 7 W

Kenilworth, ON N0G 2E0

Archaeological Services Inc. File: 23CH-124

June 2023



Executive Summary

Archaeological Services Inc. (A.S.I.) was retained by the Chief Administrative Officers (C.A.O.s) of six of the local municipalities within Wellington County to assist in the development of Indigenous land acknowledgements for the municipalities. The six municipalities involved in the Land Acknowledgement Project include:

- Township of Centre Wellington
- Township of Guelph/Eramosa
- Township of Mapleton
- Town of Minto
- Township of Puslinch
- Township of Wellington North

This report focuses on information relating to the land acknowledgement for the Township of Wellington North.

A territorial or land acknowledgement involves making a statement acknowledging the presence of Indigenous peoples past and present and recognizing Indigenous traditional lands and treaties. The land acknowledgements will also identify the displacement and exclusion of Indigenous peoples from their traditional territories.

In addition to developing land acknowledgements for the municipalities, the Land Acknowledgement Project also included the development of a short information booklet about land acknowledgements and their importance that can be used by municipal staff.

This report, as well as the land acknowledgements developed as part of this project, should be considered living documents to be reviewed on a regular basis and updated as needed.



Acknowledgements

The study team would like to, first and foremost, thank the nations that have received this report as well the following individuals for their contributions and feedback: Robbin Vanstone and Tayler Hill, Lands and Resources, Six Nations of the Grand River; Darin Wybenga, Traditional Knowledge and Land Use Coordinator, Mississaugas of the Credit First Nation; and, Emily Martin, Resources and Infrastructure Manager, Saugeen Ojibway First Nation.

The study team also thanks the members of the Working Group which included the Chief Administrative Officers for participating municipalities, including Chairs Andy Goldie (Township of Centre Wellington), Derrick Thomson (Town of Minto), and Glenn Schwendinger (Township of Puslinch), as well as:

- Township of Centre Wellington: Dan Wilson
- Township of Guelph/Eramosa: Ian Roger
- Township of Mapleton: Manny Baron
- Town of Minto: Mark Potter (interim)
- Township of Wellington North: Mike Givens, Matthew Aston (interim), and Darren Jones (interim), and Brooke Lambert



Report Accessibility Features

This report has been formatted to meet the Information and Communications Standards under the *Accessibility for Ontarians with Disabilities Act, 2005* (A.O.D.A.). Features of this report which enhance accessibility include: headings, font size and colour, alternative text provided for images, and the use of periods within acronyms. Given this is a technical report, there may be instances where additional accommodation is required in order for readers to access the report's information. If additional accommodation is required, please contact Annie Veilleux, Manager of the Cultural Heritage Division at Archaeological Services Inc., by email at aveilleux@asiheritage.ca or by phone 416-966-1069 ext. 255.



Project Personnel

Principal-in-Charge: Rebecca Sciarra, M.A., C.A.H.P., Partner, Director – Cultural Heritage Division

Project Manager: Annie Veilleux, M.A. C.A.H.P., Senior Cultural Heritage Specialist, Manager - Cultural Heritage Division

Indigenous Engagement Lead: Martin Cooper, M.A., Senior Archaeologist, Senior Associate

Project Coordinator: Jessica Bisson, B.F.A. (Hon.), Dip. Heritage Conservation, Project Administrator – Cultural Heritage Division

Archival Research: Leora Bebko, M.M.St., Cultural Heritage Technician – Cultural Heritage Division

Michael Wilcox, P.h.D., Cultural Heritage Technician - Cultural Heritage Division

Report Production:

- Martin Cooper
- Annie Veilleux

Graphics Production: Peter Bikoulis, P.h.D., Archaeologist, Geomatics Technician – Operations Division

Report Reviewer(s): Robert MacDonald, P.h.D., Managing Partner

- Rebecca Sciarra



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1.0 Introduction

Canadian societal perceptions of Indigenous histories are changing and there is increased appetite to discuss and learn about Indigenous identity within Canada today. In order to move forward with reconciliation as a nation, we need to explore every opportunity to discuss Indigenous culture past and present. Supporting First Nations, Inuit, and Métis peoples' cultural revitalization and integrating Indigenous knowledge systems, oral histories, laws, protocols, and connections to the land into the reconciliation process are essential.

Reconciliation must become a way of life. It will take many years to repair damaged trust and relationships in Aboriginal communities and between Aboriginal and non-Aboriginal peoples. Reconciliation not only requires apologies, reparations, the relearning of Canada's national history, and public commemoration, but also needs real social, political, and economic change. Ongoing public education and dialogue are essential to reconciliation. Governments, churches, educational institutions, and Canadians from all walks of life are responsible for taking action on reconciliation in concrete ways, working collaboratively with Aboriginal peoples. Reconciliation begins with each and every one of us.

Summary of the Final Report of the Truth and Reconciliation Commission of Canada, p. 185

Archaeological Services Inc. (A.S.I.) was retained by the Chief Administrative Officers (C.A.O.s) of six of the local municipalities within Wellington County to assist in the development of Indigenous land acknowledgements for the municipalities. The six municipalities involved in the Land Acknowledgement Project include (Figure 1):

- Township of Centre Wellington
- Township of Guelph/Eramosa
- Township of Mapleton
- Town of Minto



- Township of Puslinch
- Township of Wellington North

A territorial or land acknowledgement involves making a statement acknowledging the presence of Indigenous peoples past and present and recognizing Indigenous traditional lands and treaties. The land acknowledgements will also identify the displacement and exclusion of Indigenous peoples from their traditional territories.

In addition to developing land acknowledgements for the municipalities, the Land Acknowledgement Project also included the development of a short information booklet about land acknowledgements and their importance that can be used by municipal staff (Appendix B).

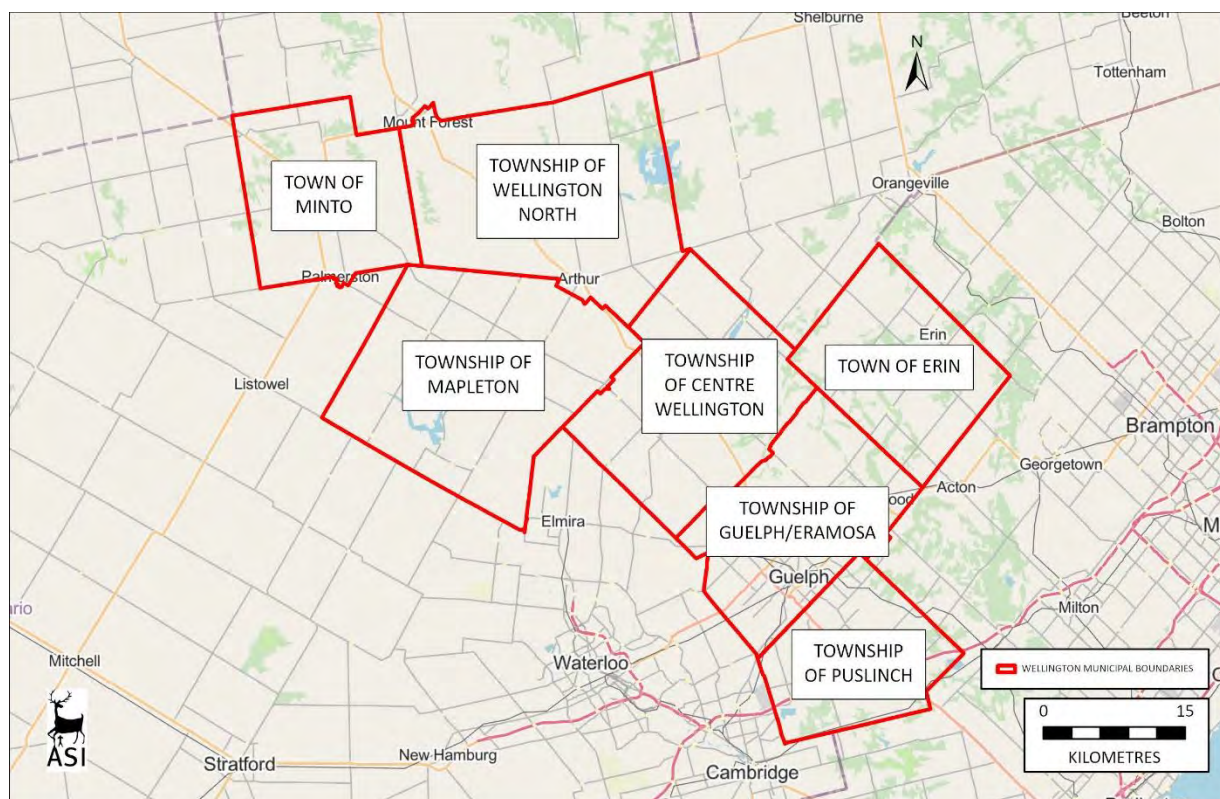


Figure 1: Municipalities within Wellington County.

2.0 Approach

2.1 Background Research and Municipal Consultation

As part of this project, A.S.I. worked with a working group made up of the municipal C.A.O.s which was led by Andy Goldie (former C.A.O. of the Township of Centre Wellington) in 2019, Derrick Thomson (former C.A.O. of the Town of Minto) between January and March, 2022, and Glenn Schwendinger (C.A.O. of the Township of Puslinch) for the remainder of the project. The working group provided A.S.I. with an understanding of any research and work done to date in the individual municipalities as it pertains to land acknowledgements. Documents shared by the working group were reviewed as part of the background research.

A.S.I. also conducted a critical review of land acknowledgements to get an understanding of both the best practices associated with creating and giving land acknowledgements, as well as the criticisms that have been raised regarding this practice. Information was gathered from opinion pieces by Indigenous and non-Indigenous individuals, from existing land acknowledgements, and through ongoing conversations with Indigenous nations. A summary of this review is included in Section 5.0.

A review of primary and secondary sources was also undertaken to get an understanding of the Indigenous history of the area as well as an understanding of the treaties covering the municipalities within Wellington County. Research was also conducted with the specific intent to try to identify specific examples of exclusion and displacement that could be recognized in a land acknowledgement. This included a review of select diaries of early settlers and/or surveyors, township histories, and early newspaper articles. Results of this research are summarized in Section 4.0.

It should be noted that information on specific encounters and interactions with Indigenous individuals or groups in the archival record is quite sparse and much



of it may be anecdotal or third hand accounts. In many communities in south-central Ontario, there were no or only transitory Indigenous inhabitants at the beginning of European settlement. Further archival research could lead to more information, although this would be quite time consuming. Additional information may emerge when this report is circulated to the municipalities and Indigenous nations. This document should therefore be treated as a living document that will be added to as new information becomes available.

2.2 Indigenous Engagement Program

Input from Indigenous nations is integral to the success of the Land Acknowledgement Project. A list of Indigenous nations that have established or potential Aboriginal or Treaty rights within Wellington County, or who have an established interest in the region, has been consolidated from several sources. Based on these criteria, ten nations were contacted about the project:

- Aamjiwnaang First Nation
- Beausoleil First Nation
- Chippewas of Georgina First Nation
- Chippewas of Kettle and Stony Point
- Chippewas of Rama First Nation
- Haudenosaunee Confederacy Chiefs Council via Haudenosaunee Development Institute
- Métis Nation of Ontario
- Mississaugas of the Credit First Nation
- Saugeen Ojibway Nation
- Six Nations of the Grand River First Nation Elected Council

The approach and results of the Indigenous engagement program are described in Section 5.0 below.



3.0 Land Acknowledgements: A Critical Review

Land acknowledgements are a traditional Indigenous practice that have been used since time immemorial. They honour, respect, and recognize the Nations that live within a given territory. Land acknowledgements originating from settler-colonial institutions and governments, however, are more recent, having been around for almost a decade. They have increased in use following the Truth and Reconciliation Calls to Action. Land acknowledgements have also been the subject of much criticism from both Indigenous and non-Indigenous commentators. Some critics have pointed out that poorly conceived land acknowledgements can have the opposite effect of what they are intended to do. Instead of contributing towards the goal of truth and reconciliation they can be seen as just one more example of lip service being paid to centuries of oppression and injustice meted out to Indigenous peoples in Canada. Land acknowledgements are an opportunity for the larger society to state the wrongs of the past and contribute to a feeling of inclusivity and should not be the source of further alienation. As Anishinaabe author Lynn Gehl has pointed out, a land acknowledgement “should not be an attempt to appease non-Indigenous guilt” (Mascoe, 2018).

More importantly, a land acknowledgement should not be the culmination of a municipality’s attempt at reconciliation but a starting point (Deer, 2021). Once adopted, one should seek opportunities to improve the relationship between non-Indigenous and Indigenous members of the community as well as ways to reach out and support Indigenous communities. Finally, a land acknowledgement should not be static but fluid and open to revision.

It is important that, before the creation of a land acknowledgement, serious thought be given to the wrongs committed to Indigenous peoples in the past and how that has continued to the present. This can be done at a local level through historical research and interviewing Indigenous knowledge keepers to reveal specific examples of exclusion and displacement. This information should be included when it is available. For example, the Township of Lake of Bays land



acknowledgement, adopted in 2021, alludes to Indigenous people's legacy and respectful stewardship for the land, but does not refer to any specific group:

"We want to acknowledge that we are on lands traditionally occupied by Indigenous Peoples. Their legacy and respectful stewardship for this land continues to shape Lake of Bays today and we want to show our respect. Centuries after the first treaties were signed, they remain relevant today in guiding our decisions and actions." (The Corporation of the Township of Lake of Bays, 2021).

This land acknowledgement could be enhanced with more specific information, especially since this information is available. It would be much more effective and truthful if this land acknowledgement recognized that the Lake of Bays area was used for centuries by the Bigwin family who, until the 1930s, travelled each spring from the narrows at Lake Couchiching to Lake of Bays until they were forcibly excluded and denied access to their traditional lands and ancestral burial grounds. It should also be noted that the land acknowledgement incorrectly refers to treaties being signed centuries before even though the Treaty dealing with this area was signed in 1923.

Dr. Hayden King, who helped develop the original land acknowledgement for Toronto Metropolitan University (previously Ryerson University) has become a staunch critic (King, 2019). He identifies the redundant use of certain terms as being problematic, with certain land acknowledgements using different terms to refer to the same group. For example, referring to both the Mississaugas of the Credit First Nation and Anishinaabe is redundant since the Mississaugas are Anishinaabe. Of even greater concern, he also points out that land acknowledgements are at times historically inaccurate and recognize and acknowledge the wrong nations.

The identification and acknowledgement of incorrect Indigenous groups can be seen with the City of Hamilton's land acknowledgement which refers to the Erie (Hamilton, 2021). The Erie was an Iroquoian-speaking confederacy of nations that lived on the south side of Lake Erie between present day Buffalo and Erie, Pennsylvania. There is no evidence that they ever resided in Ontario. Western



University uses the term Chonnonton to refer to the Hatiwendaronk (Attiwandaron, or Neutral) in their land acknowledgements (*Land Acknowledgement - More Than Words*, n.d.). This is derived from an article on the Hatiwendaronk in the Canadian Encyclopedia written in 2015 by William C. Noble who believed, based on some undisclosed source, that Chonnonton was an endonym for the Hatiwendaronk (Noble, 2015). He believed this word translated as “people who tended deer” and that this was evidence that they had domesticated deer. This has been picked up on the internet and Wikipedia in particular. The term Chonnonton, however, has no validity as a Hatiwendaronk referent. The name appears only once; on Samuel de Champlain’s 1612 map and is certainly the Wendat word for the Seneca (see also Heidenreich, 1976, p. 82). Champlain later refers to the Seneca in his written account as Chouontouarouon. Unfortunately, it is not known what the Hatiwendaronk called themselves. The term Hatiwendaronk is Wendat and can be roughly translated as those who speak a slightly different language. The Hatiwendaronk referred to the Wendat by a similar name.

When referring to a particular Indigenous community in a land acknowledgement, it is important that the term used by the Nation or community should be used, rather than the moniker coined by the Europeans who encountered them. For example, the term Hatiwendaronk should be used instead of Neutral, Wendat instead of Huron when discussing the ancestors of the Huron Wendat in Ontario, and Haudenosaunee instead of Six Nations Iroquois. The term Iroquois in general is considered derogatory by some Haudenosaunee.

There are also examples of land acknowledgements that do not name Indigenous groups at all, such as the case with the Toronto Pride Land Acknowledgement which alludes to a “spiritual connection and relationship to mother earth” (Isador, 2019). One Indigenous critic responded to this lack of recognition by stating: “We’ve been getting erased for years and now that there is finally some acknowledgement, we’re being erased again.” It should be noted that the Toronto Pride Land Acknowledgement has since been amended.



Dr. King also points out that references to treaties between Nations are used out of context and often do not reflect the original intent of the agreement. As Dr. King states: "It really actually becomes harmful to the actually existing Indigenous nations that are still trying to negotiate and unravel their diplomatic relationships with each other." (Deer, 2021). Land acknowledgements should not exacerbate current tensions between existing nations.

Another criticism is that land acknowledgements are often recited by rote without giving thought to their meaning or whether it is even appropriate for the occasion. Bob Goulais, an Anishinaabe leader and traditional teacher states that a land acknowledgement should not be recited like the American Pledge of Allegiance and without thinking about the meaning and spirit behind the words. It is important that the land acknowledgement not simply be a laundry list read without meaning and sincerity. The person reading the land acknowledgement should fully understand what is being said. As stated by Shana Dion, Assistant Dean of First Nations, Métis and Inuit Students at the University of Alberta: "it resonates within yourself when you're saying it, so that it's not just words you're reading from a script, but that it comes more from the heart." (APTN InFocus, 2019; McLaughlin, 2020).

It is also important to ensure that the correct pronunciation is used. Dr. King points out that if you are not able to correctly pronounce the name of the Indigenous group, you should not do the land acknowledgement. This lack of care can have the opposite effect of making it seem that little thought has gone into the delivery of the land acknowledgement.

A land acknowledgement should originate with non-Indigenous members of a community since it is a statement of respect and an offer of reconciliation to Indigenous people. However, one must also keep in mind the Indigenous axiom "Nothing about us without us," which requires going to the relevant Indigenous community(s) with a draft land acknowledgement to solicit comment and input. When engaging Indigenous nations, one should seek input from recognized representatives or knowledge holders. Some Indigenous nations in southern Ontario have Knowledge Keepers who have been identified as contacts for



assisting with land acknowledgements. Several First Nation web sites provide land acknowledgement guidelines, probably reflecting the volume of requests from municipalities and organizations for this type of information. In an area such as Wellington County where there are overlapping treaty and traditional territories, one must reach out to multiple nations with rights and interests.

4.0 Indigenous History of Wellington County

4.1 Historical Summary

Southern Ontario has been occupied by human populations since the retreat of the Laurentide glacier approximately 13,000 years before present (B.P.) (Ferris, 2013). Populations would have been highly mobile, inhabiting a boreal parkland similar to the modern sub-arctic. At this time, the open boreal woodlands likely offered a rather limited selection of floral resources, hence subsistence would have been primarily oriented towards hunting and fishing. Archaeological data suggests that populations would gather near large bodies of water formed by the melting glaciers and would travel inland in pursuit of large game such as caribou, mammoth, and mastodon. Mammoth and mastodon bones have been found in several locations in the Township of Centre Wellington (Pat Mestern, personal communication). By approximately 10,000 B.P., the environment had progressively warmed (T. W. D. Edwards & Fritz, 1988) and populations now occupied less extensive territories as they were able to take advantage of a greater availability of resources (Ellis & Deller, 1990).

Between approximately 10,000-5500 B.P., the Great Lakes basins experienced low water levels, and many sites which would have been located on those former shorelines are now submerged. This period produces the earliest evidence of heavy wood working tools, an indication of greater investment of labour in felling trees for fuel, to build shelter, and watercraft production. These activities suggest prolonged seasonal residency at occupation sites. Polished stone and native copper implements were being produced by approximately 8000 B.P.; the latter was acquired from the north shore of Lake Superior, evidence of extensive exchange networks throughout the Great Lakes region. The earliest evidence for cemeteries dates to approximately 4500-3000 B.P. and



is indicative of increased social organization, investment of labour into social infrastructure, and the establishment of socially prescribed territories (Brown, 1995; Ellis et al., 1990, 2009).

Between 3000-2500 B.P., populations continued to practice residential mobility and to harvest seasonally available resources, including spawning fish. Exchange and interaction networks broaden at this time (Spence et al., 1990) and by approximately 2000 B.P., evidence exists for macroband camps focusing on the seasonal harvesting of resources (Spence et al., 1990). It is also during this period that maize was first introduced into southern Ontario, though it would have only supplemented people's diet (Birch & Williamson, 2013). Bands likely retreated to interior camps during the winter. It is generally understood that these populations were Algonquian-speakers during these millennia of settlement and land use.

The Princess Point complex (A.D. 500-1000) represents the first shift to horticulture in Ontario and is considered to be the precursor to the later Iroquoian-speaking populations in southern Ontario. Princess Point archaeological sites are characteristically located immediately adjacent to water, and most have been found within the paleosols of the lower reaches of the Grand River floodplain, with concentrations in the Kitchener-Waterloo and Brantford regions, such as the Grand Banks site near Cayuga (Crawford et al., 1998; Walker et al., 1997).

From approximately 1000 B.P. until approximately 300 B.P., lifeways became more similar to that described in early historical documents. By approximately A.D. 1000-1300, the communal site is replaced by the village focused on agriculture. Seasonal disintegration of the community for the exploitation of a wider territory and more varied resource base was still practised (Williamson, 1990). By the second quarter of the first millennium B.P., from approximately A.D. 1300-1450, this episodic community disintegration was no longer practised and populations now communally occupied sites throughout the year (Dodd et al., 1990). From the middle of the fifteenth century until the period of contact with European explorers (A.D. 1450-1649) this process continued with the coalescence of these small villages into larger communities (Birch & Williamson,



2013). Through this process, the socio-political organization of the First Nations, as described historically by the French and English explorers who first visited southern Ontario, was developed.

Samuel de Champlain in 1615 reported that a group of Iroquoian-speaking people situated between the Haudenosaunee and the Huron-Wendat were at peace and remained “la nation neutre”. In subsequent years, the French visited and traded among the Neutral Nation (Hatiwendaronk), but the first documented visit was not until 1626, when the Recollet missionary Joseph de la Roche Daillon recorded his visit to the villages of the Hatiwendaronk whose name in the Huron-Wendat language meant “those who speak a slightly different tongue” (the Neutral apparently referred to the Huron-Wendat by the same term). Like the Huron-Wendat, Petun, and Haudenosaunee, the Neutral people were settled village agriculturalists (Lennox & Fitzgerald, 1990).

Between 1647 and 1651, the Neutral were decimated by epidemics and ultimately dispersed by the Haudenosaunee¹. Many of the surviving members were adopted by the Haudenosaunee, most notably the Seneca Nation. The Haudenosaunee subsequently settled along strategic trade routes on the north shore of Lake Ontario for a brief period during the late seventeenth century. Compared to settlements of the Haudenosaunee, the “Iroquois du Nord” occupation of the landscape was less intensive. Only seven villages are identified by the early historic cartographers on the north shore, and they are documented as considerably smaller than those in New York State. The populations were agriculturalists, growing maize, pumpkins, and squash. These settlements also played the important alternate role of serving as stopovers and bases for Haudenosaunee travelling to the north shore for the annual beaver hunt (Konrad, 1974).

¹ The Haudenosaunee are also known as the New York Iroquois or Five Nations Iroquois and after 1722 Six Nations Iroquois. They were a confederation of five distinct but related Iroquoian-speaking nations - the Seneca, Onondaga, Cayuga, Oneida, and Mohawk. Each lived in individual territories in what is now known as the Finger Lakes district of Upper New York. In 1722 the Tuscarora joined the confederacy.



Peace was achieved between the Haudenosaunee and the Anishinaabe Nations in August of 1701 when representatives of more than twenty Anishinaabe Nations assembled in Montreal to participate in peace negotiations (D. Johnston, 2004). During these negotiations, captives were exchanged and the Haudenosaunee and Anishinaabe agreed to live together in peace. Peace between these nations was confirmed again at council held at Lake Superior when the Haudenosaunee delivered a wampum belt to the Anishinaabe Nations. This agreement between the Haudenosaunee and Anishinaabe nations is referred to as the Dish with One Spoon (Jacobs and Lytwyn 2020).

In 1701 the Haudenosaunee entered into the Treaty of Fort Albany (Nanfan) with the British Crown where they agreed to place their beaver hunting grounds under the protection of the King of Britain and to reject the French from building forts on their lands, which included most of southcentral and southwestern Ontario, including Wellington County.

In the following years, the Haudenosaunee called upon the King to honour his Treaty and “tear down” the French Forts at Detroit, Niagara, and Fort Frontenac (Kingston) from their Beaver Hunting Grounds. The King did honour the terms of the 1701 Treaty. To confirm the King’s commitment to the Five Nations and to allow their castles (forts) in the Five Nations lands as protection against the French, an affirming agreement was entered into on September 14, 1726.

The protection of the Five Nations interests throughout their Beaver Hunting Grounds is affirmed in Article 15 of the Treaty of Utrecht between the British and the French, wherein the Five Nations specifically would not be molested between (Lakes) Ontario, Erie, and Huron.

In 1763, following the fall of Quebec, New France was transferred to British control at the Treaty of Paris. The British government began to pursue major land purchases to the north of Lake Ontario in the early nineteenth century. The Crown acknowledged the Mississaugas of the Credit as the owners of the lands between Georgian Bay and Lake Simcoe and entered into negotiations for additional tracts of land as the need arose to facilitate European settlement. Historical accounts suggest that the County continued to be used by the Mississaugas of the Credit following these cessions.



The eighteenth century saw the ethnogenesis in Ontario of the Métis, when Métis people began to identify as a separate group, rather than as extensions of their typically maternal First Nations and paternal European ancestry (Métis National Council, n.d.b). Living in both Euro-Canadian and Indigenous societies, the Métis acted as agents and subagents in the fur trade but also as surveyors and interpreters. Métis populations were predominantly located north and west of Lake Superior, however, communities were located throughout Ontario (Métis National Council, n.d.b; Stone & Chaput, 1978). During the early nineteenth century, many Métis families moved towards locales around southern Lake Huron and Georgian Bay, including Kincardine, Owen Sound, Penetanguishene, and Parry Sound (Métis National Council, n.d.a). By the mid-twentieth century, Indigenous communities, including the Métis, began to advance their rights within Ontario and across Canada, and in 1982, the Métis were federally recognized as one of the distinct Indigenous peoples in Canada. Recent decisions by the Supreme Court of Canada (*R. v. Powley*, 2003; *Daniels v. Canada (Indian Affairs and Northern Development)*, 2016) have reaffirmed that Métis people have full rights as one of the Indigenous people of Canada under subsection 91(24) of the Constitution Act, 1867.

4.2 Early Encounters in Wellington County

As recently recognized in the Council-endorsed heritage register in Puslinch Township, written and verbal accounts indicate that the Anishinaabe ancestors of the Mississaugas of the Credit First Nation, who had long established camps in the area, interacted with the settlers in a friendly and cooperative manner. These accounts are found in excerpts from letters and diaries of early settlers. For example, Martin Cassin remembers as a young boy in the mid-nineteenth century that Indigenous people would camp in the area to hunt and would trade venison for bread. He would play with the Indigenous boys around their tents and in the forest. Similarly, Charles Callfas recalled trading with the First Nations, trading milk, bread and potatoes for venison (*Annals of Puslinch 1850-1950*, 1950). Accounts from the Winer family, who still reside in Puslinch today, include grateful assistance from the Indigenous group living at Morriston pond: “Arriving too late in the season to plant crops on land that had not been cleared,



they were shown how to scavenge for fruit and berries and were given game to sustain them through that first winter. With help from this group, they built their first home: a lean-to shelter made of trees and sod.”²

Similar accounts are provided from the historical Township of Guelph. For example, when discussing the diet of early settlers and his family in particular, David Kennedy wrote that early settlers rarely succeeded in capturing deer. His father, in fact, would never venture into the woods to hunt deer for fear of getting lost or being attacked by wolves or bears. Deer could be bought or traded from “the Indians that came up from the Credit in the fall of the year who would kill deer by the dozen” (Kennedy, 1903, p. 131).

It is understood that the Haudenosaunee also travelled to this area to hunt (personal communication, Peter Graham, 26 January 2023).

In the middle part of the County in the Township of Centre Wellington, A.D. Ferrier, one of the earliest settlers in Fergus, recorded the early history of Fergus in three lectures he gave at the Fergus Farmers’ and Mechanics’ Institute in 1864 and 1865. The lectures were subsequently published in 1866 and include a description of a Mississauga encampment on his lands:

... in the winter of 1841 or 1842 a large encampment of Indians was made in my woodland, and of course I went up to see them. They were very respectable people from the river Credit, and Wesleyan Methodists. We used to hear them in the evenings singing hymns, and they had testaments in their wigwams, and many of them could read. They were well behaved and honest, and the [women] made quantities of baskets and sold them in the village. (...) They had one long shaped wigwam, and two or three small round ones, and were quite pleased when lady visitors, especially, called upon them. I paid them a visit once with a lady visitor, and we sat and

² This information was provided by a member of the Winer family following a Puslinch Council meeting discussing the endorsement of the Puslinch Heritage Register.



cracked away as well as we could for some time. (...) They killed a great many deer, and stayed almost till spring. (Ferrier, 1923)

In the northern reaches of Wellington County, in the Township of Wellington North, there are well-known reports of the contributions of Ojibway Chief James Newash (Nawash) to the early surveyors of Wellington and Grey County, notably Charles Rankin. In his survey of the Garafraxa Road in 1837, Rankin took a northwestern course to avoid the swamps of Luther until he reached a river with high banks and rapid current in what is now Mount Forest. Rankin was told by Chief Nawash, who travelled from his village near Owen Sound, that the river was a branch of the 'Saugin' and the name was recorded by Rankin in his report. Rankin is said to have thought that the Chief provided him with most accurate information about the country and the rivers and streams within it (W. J. Edwards, 1979, p. 15; Wright, 1928, p. 91).

4.3 Treaties Signed within the Municipalities of Wellington County

It is important to recognize that long-standing land use practices by Indigenous communities, such as transportation routes, had an effect on the eventual settlement of the area by European communities. This also included the cessions of land in the county through six separate treaties. The land division which occurred in the area of the Township of Centre Wellington was strongly influenced by the Grand River and its tributaries. The Grand River dictated Indigenous transportation through the area and defined the Treaties lands in that area.

Wellington County is covered by several treaties related to the period of land cessions in Southern Ontario (Figure 2). These treaties describe the historical Nations with whom the Crown negotiated the transfer of land and in some cases the rights that are assured to these Nations within the lands.

The advent and significance of historical treaties are rooted in the Royal Proclamation of 1763, issued by King George III. The Proclamation affirmed that Indigenous people lived under the protection of the Crown and that they were



not to be “molested or disturbed in the Possession of such Parts of Our Dominions and Territories as, not having been ceded to, or purchased by Us, are reserved to them, or any of them, as their Hunting Grounds...”. This statement recognized the existence of Aboriginal rights and title to vast areas within North America. In particular, the Royal Proclamation identified the lands west of the Appalachian Mountains, not including Rupert’s Land in the north, as being Indigenous land and therefore subject to land acquisition agreements between the Crown and the affected nations. Between 1764 and 1815, the government acquired the lands of the shoreline of the upper St. Lawrence as well as the lower Great Lakes. While the earliest treaties were related to the use of land for military and defensive purposes, following the American Revolutionary War many treaties were for the purposes of settling the roughly 30,000 United Empire Loyalists who refused to accept American rule. After the War of 1812, the colonial administration of Upper Canada focused on greater settlement of the colony, and land purchases were then concerned with those lands beyond this first range of settlement (Hall, 2019; Surtees, 1984).

The Township of Wellington North falls within the lands covered by the Nanfan Treaty (1701), Treaty 3 (1792), the Nottawasaga Purchase/Treaty 18 (1818), the Ajetance Purchase/Treaty 19 (1818), and the Saugeen Tract Purchase/Treaty 45.5 (1836).



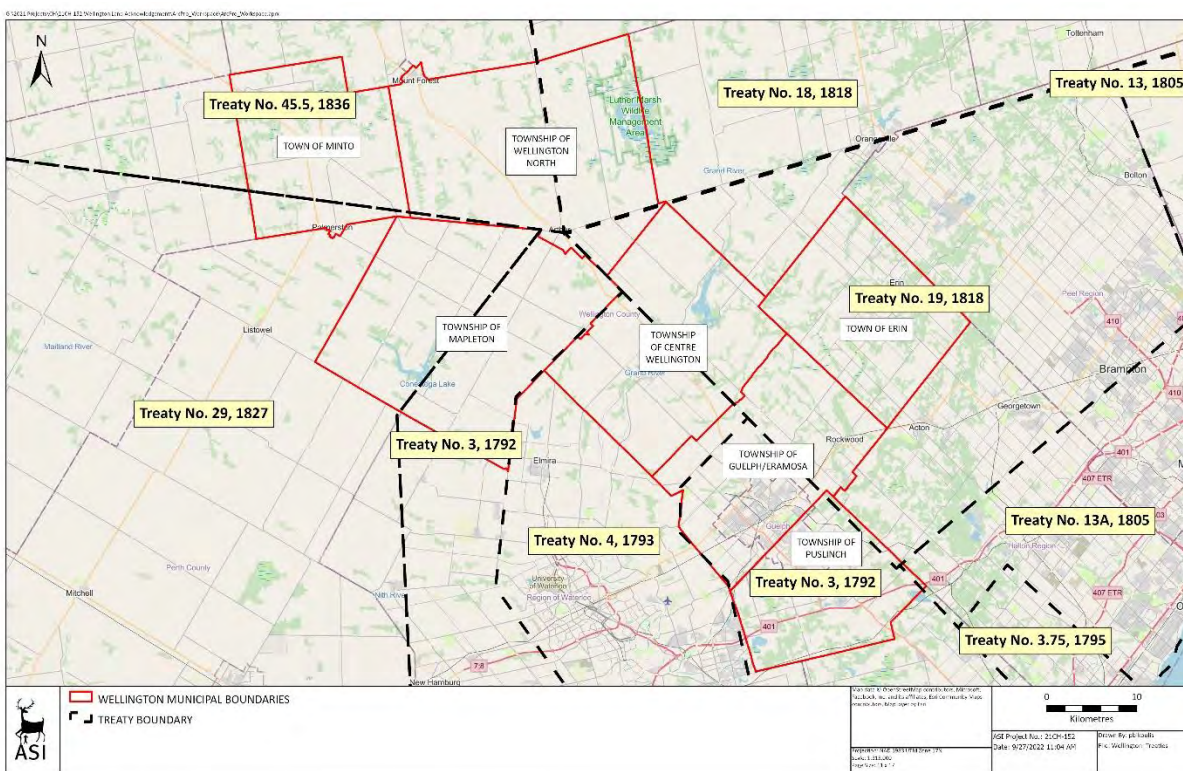


Figure 2: Treaties in Wellington County

4.3.1 Nanfan Treaty

In 1701 the Haudenosaunee entered into the Treaty of Fort Albany (Nanfan) with the British Crown where they deeded to the British their beaver hunting grounds, which included most of southcentral and southwestern Ontario, including Wellington County.

However, the Haudenosaunee had been pushed out of this area in the late seventeenth century, and a large portion of the beaver hunting grounds described in the deed were also claimed and in use by the French, remnant Huron-Wendat, Petun, and Hatiwendaronk nations as well as Anishinaabe nations, at the time of this surrender.



4.3.2 The Between the Lakes Purchase and the Haldimand Grant (1784)

Following the American Revolutionary War, the British Crown needed to find lands on which to settle United Empire Loyalists, including approximately 2,000 members of the Six Nations confederacy who had fought alongside British troops. Due to their service to the Crown during this war and the dispossession of Indigenous lands in New York State by American forces, the English Colonial government offered to protect Six Nations peoples and give them land within their boundaries of English territory in Upper Canada. On August 8, 1783, Lord North instructed the Governor of Quebec, Sir Frederick Haldimand, to set apart land for the Six Nations and ensure that they carried on their hunting and fur trading with the British. The Crown initially planned to provide lands for Loyalist settlers in Quebec and southeastern Ontario, including providing land in the Bay of Quinte for Six Nations settlement. This was not suitable for many of the members of Six Nations and a contingent of approximately 1,800 community members, led by Chief Joseph Brant, requested land north of Lake Erie along the Grand River. Brant felt that the location in the Bay of Quinte was too isolated and that his followers could be better served by being closer to the Six Nations communities that chose to remain in the United States in western New York (Surtees, 1984).

Recognizing that under the terms of the Royal Proclamation the land needed to be purchased prior to settlement, Colonel John Butler was sent to negotiate with the Mississaugas of the Credit for lands east of Lake Ontario and north of Lake Erie. On May 22, 1784, the Mississaugas of the Credit agreed to cede approximately 3,000,000 acres of land containing all or part of Brant, Elgin, Middlesex, Oxford, and Wellington Counties as well as the Regions of Haldimand-Norfolk, Halton, Hamilton-Wentworth, Niagara, and Waterloo. In exchange for these lands, the Mississaugas received £1180.74 worth of trade goods. Of the 3,000,000 acres, approximately 950,000 acres were set aside for the settlement of Six Nations people (Surtees, 1984).



On October 25, 1784, Haldimand signed a proclamation that allotted land six miles (10 km) on either side of the Grand River from its mouth at Lake Erie to its headwaters near Dundalk, Ontario. This land was to be used solely by the people of Six Nations, who were also granted the right to sell or lease the land within this territory providing the Crown was first offered to purchase the land (Filice, 2018; Surtees, 1984). Under the terms of the Haldimand Proclamation, Six Nations people were authorized to “Settle upon the Banks of the River” and were allotted “for that Purpose six miles [10 km] deep from each Side of [its] beginning at Lake Erie, & extending in the Proportion to [its] Head.” (Filice, 2016; C. E. Johnston, 1964) (Figure 3).





Figure 3: The Haldimand Tract, as defined by the 1784 Haldimand Proclamation (Six Nations of the Grand River, 2019).

4.3.3 Renegotiation of Treaty 3 and the Simcoe Patent/Treaty 4 (1793)

Due to uncertainties with the description of the lands in the original surrender, Treaty 3 was renegotiated on December 7, 1792 to clarify what was ceded. This largely revolved around the northern boundary of the Treaty area and in particular the area set aside for Six Nations settlement along the Haldimand Tract. The signees of the treaty on the side of the British included Lieutenant Governor John Graves Simcoe, John Butler, Robert Kerr, Peter Russell, John McGill, and Davie William Smith. The signees of the treaty on the side of the Mississauga included Chiefs Wabakyne, Wabanip, Kautabus, Wabaniship, and Mottotow (Crown-Indigenous Relations and Northern Affairs, 2016b; Surtees, 1984).

As part of the 1792 renegotiation of Treaty 3, the Crown also redefined the boundaries of the Haldimand Tract. Upon review of the Haldimand Proclamation, politician and Indian Department official Sir John Johnson noted an error involving the location of the northern boundary of the tract. Haldimand had mistakenly assumed in 1784 that the headwaters of the Grand River resided within the area negotiated under Treaty 3. However, the northern reach of the Haldimand Tract was within lands that were not negotiated until 1818 under Treaties 18 and 19 (Crown-Indigenous Relations and Northern Affairs, 2016b; Filice, 2018; Surtees, 1984). In order to clarify the boundaries of the tract, the Crown appointed surveyor Augustus Jones to complete a survey of the Haldimand Tract in 1791. In so doing, Jones redefined the borders of the Six Nations' land parcel. This included defining the northern limit of the Haldimand Tract as Jones Base line near the Town of Fergus in the Township of Centre Wellington (Figure 4). In addition, Jones established straight-lined boundaries, rather than sinuous boundaries following every curve in the river, which can still be seen in today's municipal boundaries. Six Nations and Joseph Brant were not in agreement with this new definition and petitioned the government for control over the tract. This eventually led to the 1793 Simcoe Patent which defined the rules of land ownership and leasing within the revised 30,000 acres of land provided to Six Nations. This 1793 patent did not address those lands



northeast of the Jones Base line and continues to be a source of dispute between Six Nations and the Crown.

The difference between the original land grant of the Haldimand Proclamation and the Simcoe Patent was significant. Not only did the new territory remove the upper 275,000 acres of the tract north of Jones Baseline, Jones' redefinition of the boundaries along the portions of the Haldimand Tract within the Treaty 3 lands did not consistently provide 6 miles on either side of the Grand River. Six Nations of the Grand River contend that they were not involved in the renegotiation of this land and therefore the redefined territory is not consistent with the terms of the original land grant. In particular, it is the view of Six Nations of the Grand River that it was the responsibility of the Crown to provide the land that was agreed to in the Haldimand Proclamation (Six Nations of the Grand River, 2019).

Following the establishment of the Haldimand Tract, Six Nations of the Grand River began to negotiate leases within the Haldimand Tract as a means of generating income for the community. In 1796, the Six Nations agreed to share 302,907 acres of land in North and South Dumfries, Waterloo, Woolwich, Pilkington, and Nichol townships. These transactions were made under the understanding that this would provide a continuous revenue stream for the Confederacy and that these represented long term leases rather than formal land sales (Six Nations of the Grand River, 2019). The Crown was responsible for administering these funds which Six Nations of the Grand River argue they never received. Many of the leases were confirmed by the Crown in 1834-5, although unauthorized sales and squatting by settlers remained a significant issue (C. E. Johnston, 1964; Lytwyn, 2005). In 1841, the Superintendent of Indian Affairs, Samuel P. Jarvis, informed the Six Nations of the Grand River that the only way to keep white intruders off their land would be for the Crown to manage these lands on behalf of the Nation, to be administered for their sole benefit. Under this plan, the Six Nations of the Grand River would retain lands that they actually occupied and a reserve of approximately 20,000 acres near the present-day city of Brantford. This transfer of land to the Crown was made by the Six Nations in January 1841 (C. E. Johnston, 1964; Lytwyn, 2005).



This history and those surrenders are still contested by the Confederacy and there are currently 29 specific land claims that have been filed by the Six Nations of the Grand River with the federal government in regard to lands within the Haldimand Tract (C. E. Johnston, 1964; Lytwyn, 2005; Six Nations of the Grand River, 2019). Six Nations of the Grand River Elected Council commenced litigation against Canada and Ontario in 1995 to challenge the validity of the land transactions, resources and revenue associated to the entire Haldimand Tract (personal communication, Peter Graham, 18 April 2023).



Figure 4: “Plan shewing the Lands granted to the Six Nation Indians, situated on each side of the Grand River, or Ouse, commencing on Lake Erie, containing about 674,910 Acres. Thos. Ridout Surveyor General, survey Gen. Office York 2nd February 1821.” (Library and Archives Canada, Mikan 4129506).

4.3.4 Nottawasaga Purchase/Treaty 18 (1818)

The last unceded portion of Simcoe County west of Lake Simcoe was formally obtained on October 17, 1818, when the “Lake Simcoe-Nottawasaga Purchase” was negotiated with the Chippewa nations. This purchase involved the acquisition of approximately 1.59 million acres (647,000 ha) of land to the west of Lake Simcoe.

The land subject to the purchase is described in the treaty as bounded by the District of London on the west, by Lake Huron on the north, by the Lake Simcoe purchase (Treaty #16, 1815) on the east, by the south shore of Kempenfelt Bay, the western shore of Lake Simcoe and Cook's Bay and the Holland River to the north-west angle of the Township of King to the south. In payment for these lands, the Crown agreed to pay the value of £1,200 currency in goods annually to the nations.

The signees of the treaty on the side of the British included J. Givens, Superintendent of Indian Affairs, Alex McDonnell, John Claus, and William Claus on behalf of the Crown. The signees of the treaty on the side of the Chippewa included Musquakie [*Misquuckkey*], Kaqueticum, Muskigonce, and Manitonobe (Crown-Indigenous Relations and Northern Affairs, 2016d; Surtees, 1984).

This treaty was meant to bring all lands between lakes Huron and Ontario under treaties, however several areas were left out and were not negotiated until the signing of the Williams Treaties. In October and November of 1923, the governments of Canada and Ontario, chaired by A.S. Williams, signed treaties with the various Chippewa and Mississauga nations for three large tracts of land in central Ontario and the northern shore of Lake Ontario which had never been included in previous treaties (Crown-Indigenous Relations and Northern Affairs, 2013). The Williams Treaties First Nations are comprised of the Mississaugas of Alderville First Nation, Curve Lake First Nation, Hiawatha First Nation, Scugog Island First Nation and the Chippewas of Beausoleil First Nation, Georgina Island First Nation and Rama First Nation (Williams Treaties First Nations, 2017).



4.3.5 Ajetance Purchase/Treaty 19 (1818)

The Ajetance Purchase, or Treaty 19, included 648,000 acres of land occupying portions of present-day Halton and Peel Region as well as Dufferin and Wellington County. This area was the last large tract of land ceded by the Mississaugas of the Credit First Nation, following the settlement of the Head of Lake purchase (Treaty 14) in 1806, and is also surrounded by Treaty 3 (1784/1792), Treaty 13 (1788/1805) to the east, and Treaty 18 (1818) to the north (Government of Canada, 2016). By 1818, the Mississaugas were experiencing a rapid decline in population due to increased encroachment by settlers and declining resources, and the area to the north had just been ceded by Chippewa nations (Mississaugas of the Credit First Nation, 2017).

On October 23, 1818, Deputy Superintendent William Claus met with Chief Ajetance and other delegates of the Mississaugas of the Credit First Nation to negotiate the sale of the land. The payment offered for this land consisted of “the yearly sum of 522 pounds ten shillings in goods annually”. By 1820, the Mississaugas of the Credit negotiated the sale of the remainder of their lands except for a 200-acre parcel near the mouth of the Credit River (Crown-Indigenous Relations and Northern Affairs, 2016a; Mississaugas of the Credit First Nation, 2017; Surtees, 1984).

The Ajetance Purchase is also significant due to its relationship to the Haldimand Tract. On October 25, 1784, the Governor of Quebec Sir Frederick Haldimand signed a proclamation that allotted land six miles (10 km) on either side of the Grand River to the Six Nations People for their assistance during the American revolutionary war (Filice, 2018; Surtees, 1984). Upon review of the Haldimand Proclamation, however, politician and Indian Department official Sir John Johnson noted an error involving the location of the northern boundary of the tract. Governor Haldimand had mistakenly assumed in 1784 that the headwaters of the Grand River resided within the area negotiated under Treaty #3. However, the headwaters of the Grand River extend to the present-day community of Dundalk, Ontario, in Grey County, which was not negotiated until 1818 under Treaty #18. Additionally, the northern reach of the Grand River



crosses through the northwestern corner of the Ajetance Purchase lands in Dufferin and Wellington County (Crown-Indigenous Relations and Northern Affairs, 2016a; Filice, 2018; Surtees, 1984). Due to this inconsistency, the northern boundaries of the Haldimand Tract were redefined in 1793 under the Simcoe Patent to end at Jones Base Line in Fergus, Ontario – at the boundary of Treaty #3 and Treaty #19. This decision to end the Haldimand tract within Treaty #3 lands rather than continuing the tract up to the headwaters of the Grand River is still disputed by Six Nations of the Grand River and the community continues to contest the redefined territory with the Government of Canada (Filice, 2018).

4.3.6 Huron Tract Purchase/Treaty 29 (1827)

On October 16, 1818, John Askin met at Amherstburg with various Anishinaabe Chiefs who agreed to sell land south of Lake Huron. A provisional agreement was signed by the Chiefs of the Chenail Ecarte, St. Clair River, and Ausable River on March 30, 1819. The final agreement, Treaty #29, was not signed until 8 years later, on July 10, 1827.

The Huron Tract comprises 23,054 acres (9,330 ha.) of land south of Lake Huron up to the Nine Mile river and bordering, to the south and east, the land ceded in Treaties #7, 21, 6, and 3. It includes most of the drainage of the St. Clair River and the present communities of Stratford and Sarnia.

The Indigenous leaders retained land for the use of their communities below the St. Clair River rapids, at Sombra Township, at Kettle Point, and at the Ausable River. The signatory bands agreed on an annual payment of £1,100 to be distributed equally between the 460 persons inhabiting the tract in 1825.

The signees on the British side included Superintendent of Indian Affairs George Ironside, Captain Joseph de la Hay and Lieutenant William Taylor of the 70th regiment, Lieutenant H.D.C. Douglas, and M.P. Bailey.

The signees on the side of the Anishinaabeg included Wawanosh, Osawip, Shashawinibisie, Pukinince, Negig, Cheebican, Mukatuokijigo, Mshinikaibik,



Animikince, Peetawtick, Shawanipinissie, Saganash, Annotowin, Pinessiwagum, Shaiowkima, Chekateyan, Mokeetchewan, and Quaikeegon (Crown-Indigenous Relations and Northern Affairs, 2016c; Surtees, 1984, pp. 80–85).

4.3.7 Saugeen Tract Purchase/Treaty 45 ½ (1836)

Anishinaabe Chiefs granted approximately 1.5 million acres of land in an effort to secure a land base on Manitoulin Island along the shores of Lake Huron and southern Georgian Bay to the Crown with the signing of the 1818 Lake Simcoe-Nottawasaga Treaty #18 and the 1836 “Saugeen Tract Agreement” Treaty #45 ½ (Crown-Indigenous Relations and Northern Affairs, 2016f). The encroachment of Euro-Canadian settlement did not lessen and, in 1847, Queen Victoria issued a Royal Declaration in order to support the rights of the Saugeen Ojibway Nation. The Proclamation also established strict rules for the purchase and surrender of native lands in Canada. The Declaration confirmed that the Bruce Peninsula belonged to the Saugeen Ojibway Nation.

Additional acts were passed in 1850 and 1851 in order to protect lands from squatters and loggers but these documents did little to stem the tide of Euro-Canadian encroachment. The pressure from the settlers was increasing and the Crown was sympathetic to their cause. When the local Indian agent T.G. Anderson organised a council on August 2, 1854, he met strong resistance from the Ojibway Chiefs who were not willing to sell their land. Anderson was ready to force the surrender but the Chief Superintendent of Indian Affairs, L. Oliphant, set up a council in October 1854 to pursue the negotiations. Oliphant managed to convince the Chiefs to surrender the bulk of the Saugeen Peninsula. The Ojibway retained some reserves including Chief’s Point Saugeen Reserve (Owen Sound), Colpoy’s Bay Reserve (Big Bay), Cape Croker Reserve #27, the Fishing Islands in Lake Huron, Cape Hurd Islands, and three islands at the entrance of Colpoy’s Bay. In 1857, the Nawash Reserve on the west side of Owen Sound Bay was surrendered (Treaty #82) and in 1861 the Colpoy Bay Reserve was reduced (Crown-Indigenous Relations and Northern Affairs, 2016e; Ministry of Indigenous Affairs, 2018; Surtees, 1984, pp. 102–105).



Treaty #72 was signed on October 13, 1854. The signees on the side of the Crown included the Superintendent General of Indian Affairs L. Oliphant, Missionary Peter Jacobs, James Ross, C. Rankin, and Crown Land Agent A. McNabb.

The signees on the side of the Ojibway included John Kaduhgekwun, Alex Madwayosh, John Manedswab, Jno. Thos. Wahbuhdick, Peter Jones, David Sawyer, John H. Beaty, Thomas Pabahmosh, John Madwashemind, John Johnston, John Aunjegahbowh, James Newash, Thomas Wahbuhdick, and Charles Keeshick.

Between 1885 and 1899, several islands were surrendered including the Fishing Islands and Cape Hurd Islands of Lake Huron. Griffith, Hay, and White Cloud Islands of Georgina Bay were also surrendered. In 1994, the Saugeen Ojibway Nation launched a land claim for part of their traditional territory, claiming breach of trust by the Crown in failing to meet its obligations to protect Aboriginal lands. The claim sought the return of lands still retained by the Crown and for financial compensation for other lands. In July 2021, the Ontario Superior Court of Justice agreed that the Crown failed to protect Aboriginal land from encroachment by settlers as they had agreed to in the 1836 Treaty (Chippewas of Nawash Unceded First Nation, 2014; *Chippewas of Saugeen First Nation et al. v. The Attorney General of Canada et al.*, 2021; Saugeen Ojibway Nation, 2011).

5.0 Indigenous Engagement

Engagement with rights-bearing Indigenous nations as it relates to the Wellington County Municipalities Land Acknowledgement Project began in December 2021 with a circulation of a project notice by email to identified nations. The notice described the decision to undertake the project, its goals and timelines, and provided the contact information for the Working Group Chair. Additionally, the notice invited recipients to contact the Chair of the Working Group if they would like to discuss the project further or request a meeting. The Six Nations of the Grand River identified interest in being involved in discussions for the project.



The Chair of the Working Group circulated a project update on May 3, 2022, to inform the nations that a draft report with draft land acknowledgements had been produced. The draft report with draft land acknowledgements was circulated to the nations for review and comment. Additionally, the notice invited recipients to contact the Chair of the Working Group if they would like to discuss the project further or request a meeting.

Representatives of the Six Nations of the Grand River, the Mississauga of the Credit First Nation, and the Saugeen Ojibway Nation provided written comments on the report. ASI met with the Mississaugas of the Credit First Nation to discuss technical aspects of the report. Members of the Working Group and ASI met twice with representatives of the Six Nations of the Grand River to discuss their comments and concerns on the report. ASI worked with the community to address these concerns and have made revisions to relevant sections of the report.

The C.A.O.s of the municipalities involved in this project are committed to continued engagement with identified Indigenous nations with rights and interests in the project. The final report will be circulated to the nations as well as a notice of project completion.

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Appendix A: Land Acknowledgement

Township of Wellington North

The lands that we know today as the Township of Wellington North have been home to Indigenous peoples since time immemorial. We acknowledge that we are on the treaty lands and traditional territory of the Anishinaabe and Haudenosaunee.

With increasing encroachment by non-Indigenous settlers in the Township of Wellington North, the Anishinaabe and the Haudenosaunee could not continue their traditional lifestyle and settled in their villages on the Credit River, Lake Huron, Lake Simcoe, and in the Grand River Valley. These nations uphold their Treaty Rights within our jurisdiction.

Today, the Township of Wellington North remains home to Indigenous peoples from across Turtle Island. We are grateful to have the opportunity to share and respect Mother Earth and are committed to building constructive and cooperative relationships with Indigenous nations.



Appendix B: Information Booklet

1.0 Objectives of this Document

The following document provides further information for municipal staff and partners to guide their practice and actions around Land Acknowledgements.

Land acknowledgements are a traditional Indigenous practice that have been used since time immemorial. They honour, respect, and recognize the Nations that live within a given territory. Land acknowledgements originating from settler-colonial institutions and governments, however, are more recent, having been around for almost a decade. They have increased in use following the Truth and Reconciliation Calls to Action. A territorial or land acknowledgement involves making a statement acknowledging the presence of Indigenous peoples past and present and recognizing Indigenous traditional lands and treaties. The land acknowledgements can also identify the displacement and exclusion of Indigenous peoples from their traditional territories. Land Acknowledgements are a small yet significant way to show respect and acknowledge the presence of Indigenous peoples past and present.

2.0 Best Practices

The following are some important points to consider when creating and giving land acknowledgements. More detailed information on these points is included in Section 3.0 of the report (Land Acknowledgements: A Critical Review).

- Needs to come from a non-Indigenous source, e.g., municipality
- Be inclusive, identify rights holders
- Avoid redundancy, e.g., Anishinaabe and Mississaugas
- Should be a simple sign of respect
- Recognize past injustice, e.g., Exclusion and dispossession
- Speak to the past, present, and the future



- Be historically accurate, based on factual information and further fact checked and verified.
- Use self-identifying names wherever possible, e.g., Haudenosaunee instead of Iroquois
- Correct pronunciation of names is important, practice correct pronunciation and use audio clip if necessary
- Use for significant events
- Avoid rote recital, give thought and meaning to the words
- Engage with Indigenous Nations on content

3.0 Indigenous Nations

The following provides a brief introduction to the Indigenous nations contacted as part of this project and/or recognized and acknowledged in the land acknowledgements.

3.1 Aamjiwnaang First Nation

The following history is provided on the Aamjiwnaang First Nation website (Plain, n.d.):

In the mid eighteenth century Aamjiwnaang territory covered a vast expanse of land on both sides of the waterway between Lakes Huron and Erie. Bounded by the Maitland River in the east and the Flint River in the west it contained some nine villages supporting a population of 15,000. Aamjiwnaang is an Ojibwa word denoting an important gathering place that had been used by First Nations for millennia. This gathering place was located at the foot of Lake Huron. The people who lived in this vibrant and prosperous band called Aamjiwnaang were members of the Anishinaabek First Nation. The French called us Saulteaux Ojibwe. The British and later the Americans called us Chippewa.

Beginning in the 1750's Aamjiwnaang's prosperity and population came under siege. We were allies first with the French and then the British.



Multiple wars took their toll on our young men. At the same time outbreaks of cholera and small pox further decimated the population. In 1827 our population was enumerated at 440 on the Ontario side of the border and 275 in Michigan. Aamjiwnaang's territory had also been reduced by several land cessation treaties to seven small reserves containing a total of approximately 25,000 acres. (Courtesy of David D. Plain)

In 1807 we signed the Treaty of Detroit ceding all of our territory in Michigan. The treaty created two reservations, one at Swan Creek just south of Algonac and one at the mouth of the Black River at Port Huron. In 1827 we signed Treaty 29 ceding the remainder of our lands in Ontario to the British Colonial Government. This treaty created four reserves, one along the southern boundary of St. Clair Township, one at Sarnia, and two on Lake Huron. One located at Kettle Point and the other at the mouth of the Au Sauble River. The name Aamjiwnaang would disappear from the written record and fall out of general use until recently when it was revived and adopted as the name of the reserve located at Sarnia.

During the decades between 1850 and 1950 the community of Sarnia began to encroach upon the north end of Aamjiwnaang. Through a series of treaties our lands were reduced from over 10,000 acres to approximately 3,100 acres. Today Aamjiwnaang remains a vibrant, prosperous community interacting on excellent terms with the communities that surround us. (Courtesy of David D. Plain)

3.2 Beausoleil First Nation

The following history is provided in the Christian Island Community Plan (*Ge'ni'zhaaying: The Direction We Will Go, Christian Island Community Plan 2018*, n.d., pp. 9–10):

Our ancestors of modern day Beausoleil First Nation currently living on Christian Island moved south from the area north of Lake Superior in 1683. While this group originally lived a nomadic existence in these



hunting areas (traveling as need and seasons dictated), the government was moving non-Native settlers into this area and moved to establish treaties with the First Nation in 1798 and 1815. The treaty of 1815 saw the transfer of 1,592,000 acres of land south of Georgian Bay, and a government splitting of the nation into three separate "bands" (who later became Beausoleil, Rama and Georgina). By 1828, other First Nations people had joined these bands, many of whom were Pottawatomi from the Upper Great Lakes area. These newcomers were accepted by the Ojibway nation, and their descendants still may be found as part of all three modern day First Nation communities. In 1830, the government established a post at present day Coldwater with the intent that the Ojibway nation would settle in this area, leaving the other lands free for settlement by immigrants to the area. The Band, under the leadership of Chief Aisance, settled at Coldwater Narrows, while Chief Yellowhead's group moved to the Lake Couchiching area on the northeast side of Lake Simcoe. The third group, led by Chief Snake, moved to Snake Island near the west end of Lake Simcoe. This move by the bands, orchestrated by the government, represented the first ever establishment of a "reserve" in Canada, and is commonly known as The Coldwater Experiment. Around the same time, a small group of Pottawatomi people from Moose Deer Point came to live on Christian Island. By 1836, the nomadic group of the Ojibway Nation had found this arrangement to be less than beneficial, and the area at Coldwater was "surrendered" in a treaty. By 1842 Chief Aisance's group had left Coldwater and settled on Beausoleil Island. The island proved to be unsuitable for cultivating, and the band suggested to the government that they move to Christian Island. this was finally carried out in 1856, after the Georgian Bay Treaty had ceded (given) these areas to the government. The Pottawatomi and the Ojibway Nations lived together on Christian Island until the time of the Robinson Huron Treaty when a small group of the Pottawatomi returned to Moose Deer Point at King Bay. In 1857, the Beausoleil Band invited the Ojibway of Colpoy's Bay to join them, and the offer was accepted, resulting in the loss of some 6,000 acres. Following these moves, our community at Christian Island



became permanent (Curriculum Resource: Beausoleil First Nation). It was then that the people of Christian Island began their livelihoods and built houses, cleared land, farmed, and fished. Some other industries that existed on our island during this time were logging and lumbering. Our people were also skilled crafts people. After the war, many of our people began leaving the island to work in local cities and towns. Our young people back then completed their studies and went on to work in Toronto and other cities but came home on vacation to be with family and friends.

3.3 Chippewas of Georgina Island First Nation

The following history is provided on the Chippewas of Georgina Island First Nation website (Hoeg, n.d.):

Life on Georgina Island began in the early 1800's. The Department of Upper Canada wanted to separate the Indians from the white settlements, putting them on reservations was a way of accomplishing this.

After a nomadic way of life they found it difficult to stay in one area. In 1826, camp meetings were held by the Methodist missionaries who worked vigorously to convert Indians to Christianity. Schooling was encouraged and children were placed with mission families. They were trained to spread the Christian faith and were forbidden to practice their Native Teachings or to use their Native tongue. Boarding schools were to follow, taking children away from heart broken families.

In the late 1820s, the Indian Department of Upper Canada began to relocate the Lake Simcoe Indians. The Indians were blamed for destroying wildlife, so they were encouraged to farm.

Snake Island was the first island the Indians settled on in Lake Simcoe. With more pressure to farm, they moved to the larger and more isolated Georgina Island. Only a few remained on Snake Island. The population on



Georgina Island in 1876 was 131. They gradually changed their lifestyles. Making the island their home.

3.4 Chippewas of Kettle and Stony Point

The following history is provided on the Chippewas of Kettle and Stony Point website (*History & Culture*, n.d.):

Kettle Point is unceded territory located in southwestern Ontario along the south shore of Lake Huron. We are officially known as the Chippewas of Kettle and Stony Point. Stony Point is known as Aazhoodena (we will provide more information as this website develops). Our land base consists of approximately 1,096 hectares that accommodates an on-reserve population of 2,108 persons.

Kettle Point is named for its unusual spherical rock formations that erode from the underlying shale beds along the shore of Lake Huron. These rock formations known as “kettles” are unique to only three locations within the entire world.

It is the uniqueness of this First Nation that makes the preservation of the Kettle Point lands a high priority, not only for its “kettles”, but for the first people’s of this community and for the future generations to come.

3.5 Chippewas of Rama First Nation

The following history is provided on the Chippewas Rama First Nation website:

Known as the Chippewas of Lake Simcoe and Huron, our people are part of the Chippewa Tri-Council, an alliance of three First Nation communities now known as the Chippewas of Beausoleil First Nation on Christian Island, the Chippewas of Georgina Island on Georgina Island, and the Chippewas of Rama First Nation. Under the leadership of our hereditary Chief, Chief Musquakie (Yellowhead) who served his community from 1818 to 1844, the Chippewa Tri-Council First Nations continue their alliance today. Well known for our hospitality, we shared our knowledge



and medicines with early settlers which enabled them to survive their first difficult years in a sometimes harsh land.

Around 1830, our community was moved to the Coldwater Narrows area by the Crown, part of an “experiment” which shaped “Indian Reserves”. We continued on as industrious people, building a road for commerce which is known today as Highway 12, establishing farms, mills, and markets for selling produce, fish and game to settlers and travellers. Forced to move again after our land was taken in what is now being termed an “illegal surrender”, we purchased land in Ramara Township in 1836 and made a new beginning for our people. The land was difficult to farm and, with the loss of our inherent right to fish and hunt with the disputed Williams Treaties in 1923, we pursued other entrepreneurial opportunities in the tourism market.

Mnjikaning Fish Weirs at current day, Atherley Narrows:

The Mnjikaning Fish Fence Circle was established in 1993 by community members and area residents for the purpose of protecting and promoting the weirs. In 1982, the government recognized the Mnjikaning Fish Weirs as a National Historical Site. In conjunction with Parks Canada and the Mnjikaning Fish Fence Circle, strategic plans are in development to protect and promote the weirs located in our territory. The fish fence at the Atherley Narrows, is located near Rama First Nation. It is a complex system of underwater fences which was used for harvesting fish.

In the Anishinaabeg telling of the creation of the world, each species of living things was given a purpose to fulfill. The fish were told to come together at certain times of the year and hold council. At these times, the people could more readily access them for food.

In spite of all the changes the Narrows has undergone over the centuries, the fish still hold to their role in creation and come together at Rama every spring and fall. Elders say that the historical role taken on by Rama



was important to the Chippewa Tri-Council communities. We kept the fence and made sure that the harvest garnered was distributed equally to the other communities involved. Rama, over the centuries, was more than a place for fishing. It was a traditional meeting place because of its unique geographical location with respect to the convergence of lakes and tributaries. The Deer Clan are traditional caregivers. Our community symbol is the Deer.

3.6 Hatiwendaronk (Neutral Nation)

Samuel de Champlain in 1615 reported that a group of Iroquoian-speaking people situated between the Haudenosaunee and the Huron-Wendat were at peace and remained “la nation neutre”. In subsequent years, the French visited and traded among the Neutral, but the first documented visit was not until 1626, when the Recollet missionary Joseph de la Roche Daillon recorded his visit to the villages of the Hatiwendaronk, whose name in the Huron-Wendat language meant “those who speak a slightly different tongue” (the Neutral apparently referred to the Huron-Wendat by the same term). Like the Huron-Wendat, Petun, and Haudenosaunee, the Neutral people were settled village agriculturalists. At the time of European contact, it is estimated that the Hatiwendaronk were a confederation of perhaps up to eight Nations located between the western end of Lake Ontario and the Niagara River with a population of around 30,000. Prior to contact the Hatiwendaronk territory was much more extensive, extending as far west as Chatham and northwest into Waterloo and Wellington Counties. Intensive and long-term warfare with the Anishinaabe Assistaranon (Fire Nation) who were situated around the western end of Lake Erie forced the Hatiwendaronk to concentrate east of the Grand River, some abandoning their ancestral lands in southwestern Ontario.

Between 1647 and 1650, the Hatiwendaronk were decimated by epidemics and ultimately dispersed and assimilated by the Haudenosaunee. While some remnant Hatiwendaronk joined the Wyandot and some settled with the Huron Wendat in Quebec, the majority were adopted by the Seneca.



3.7 Haudenosaunee Confederacy

The Haudenosaunee Confederacy Chiefs Council (H.C.C.C.) represents the traditional leadership of the Six Nations Confederacy (see also Six Nations Elected Council).

The Confederacy, made up of the Mohawk, Oneida, Onondaga, Cayuga, and Seneca (and later the Tuscarora) united the Nations and created a peaceful means of decision making. Through the Confederacy, each of the Nations of the Haudenosaunee are united by a common goal to live in harmony. Each Nation maintains its own council with chiefs chosen by a Clan Mother and deals with its own internal affairs but allows the Grand Council to deal with issues affecting the Nations within the Confederacy.

Within the county, the Haldimand Tract is located within parts of the Township of Centre Wellington and the Township of Guelph/Eramosa.

3.8 Métis Nation of Ontario

The eighteenth century saw the ethnogenesis in Ontario of the Métis, when Métis people began to identify as a separate group, rather than as extensions of their typically maternal First Nations and paternal European ancestry (Métis National Council, n.d.b). Living in both Euro-Canadian and Indigenous societies, the Métis acted as agents and subagents in the fur trade but also as surveyors and interpreters. Métis populations were predominantly located north and west of Lake Superior, however, communities were located throughout Ontario (Métis National Council, n.d.b; Stone & Chaput, 1978). During the early nineteenth century, many Métis families moved towards locales around southern Lake Huron and Georgian Bay, including Kincardine, Owen Sound, Penetanguishene, and Parry Sound (Métis National Council, n.d.a). By the mid-twentieth century, Indigenous communities, including the Métis, began to advance their rights within Ontario and across Canada, and in 1982, the Métis were federally recognized as one of the distinct Indigenous peoples in Canada. Recent decisions by the Supreme Court of Canada (*R. v. Powley*, 2003; *Daniels v. Canada (Indian Affairs and Northern Development)*, 2016) have reaffirmed that



Métis people have full rights as one of the Indigenous people of Canada under subsection 91(24) of the Constitution Act, 1867.

There are no historical Métis community in Wellington County.

3.9 Mississaugas of the Credit First Nation

The Mississaugas of the Credit First Nation (M.C.F.N.) are located adjacent to Six Nations of the Grand River in Haldimand County. The Anishinaabe ancestors of M.C.F.N. originated on the north shore of Lake Huron and settled in southern Ontario at the end of the seventeenth century. When the British began to settle Ontario following the defeat of the French in 1759, Anishinaabe communities occupied all southern Ontario. M.C.F.N.'s original reserve land and settlement was situated at the mouth of the Credit River in present day Mississauga. In the 1840s they decided to leave the Credit River settlement due to encroachment from white settlement.

In 1847 the Credit Mississaugas were made a land offer by the Six Nations Council to relocate at the Grand River. In 1847, 266 Mississaugas settled at New Credit, approximately 23 km southwest of Brantford.

M.C.F.N. treaty territory extends from the eastern limits of the City of Toronto north to Lake Simcoe and includes the Niagara Peninsula and most of the municipalities of Wellington County including the Township of Puslinch, the Township of Guelph/Eramosa, the Town of Erin, the Township of Centre Wellington, and part of the Township of Mapleton and the Township of Wellington North.

3.10 Saugeen Ojibway Nation

The Saugeen Ojibway Nation (S.O.N.) is made up of the Chippewas of Nawash Unceded First Nation and the Chippewas of Saugeen First Nation.

Neyaashiinigiing (Cape Croker) is the current reserve land of Chippewas of Nawash and Saugeen First Nation's reserve lands are at Saugeen and Chief's point. Up until the early nineteenth century they occupied a settlement at Owen



Sound. S.O.N.'s Traditional Territory is bounded on the south by the Maitland River system from Goderich to past Arthur, on the west by the Canada/U.S.A. border in the middle of Lake Huron, on the north by a line along the midpoint of the channel between the Saugeen (Bruce) Peninsula and Manitoulin Island, and on the east by a line down the middle of Georgian Bay. The traditional territory covers over 2 million acres, encompassing what is now Bruce and Grey County, and parts of Simcoe, Dufferin, Wellington, and Huron County. In Wellington County, this includes the municipalities of the Town of Minto, the Township of Wellington North, and the Township of Mapleton.

3.11 Six Nations of the Grand River

Six Nations of the Grand River is the elected council of the Six Nations Confederacy as recognized under the Indian Act (see also H.C.C.C.). It is located in the Grand River Valley between Brantford and Caledonia. The Six Nations are a confederacy of Iroquoian-speaking nations that include the Mohawk, Cayuga, Onondaga, Oneida, Seneca and Tuscarora. In the early seventeenth century, the Haudenosaunee were at war with the Huron-Wendat, eventually leading to the dispersal and assimilation of the Huron-Wendat as well as other Ontario Iroquoian speaking nations such as the Hatiwendaronk (Neutral) and Petun. Between approximately 1660 and 1680 the Haudenosaunee established villages in southern Ontario at strategic locations including the mouth of the Humber and Rouge Rivers in the Toronto area and in the Hamilton area along the portage from Lake Ontario to the Grand River. These villages were abandoned in the 1680s, likely related to attacks by the French on Haudenosaunee villages in their homeland. In 1701 the Haudenosaunee entered into the Treaty of Fort Albany (Nanfan) with the British Crown where they deeded to the British their beaver hunting grounds, which included most of southcentral and southwestern Ontario.

In 1784, following the American War of Independence, Haudenosaunee loyal to the British were given land along the Grand River known as the Haldimand Tract. This land was purchased by the British from the Mississauga. The Haldimand



Tract originally extended north into the headwaters of the Grand River and therefore included a portion of Wellington County.

In 1841, Samuel P. Jarvis (Indian Superintendent) informed the Six Nations Iroquois that the only way to keep white intruders off their land would be for them to surrender it to the Crown, to be administered for their sole benefit. With this plan, the Six Nations Iroquois would retain lands that they occupied and a reserve of approximately 8,094 ha. The surrender of land was made by the Confederacy in January 1841 (Johnston 1964; Lytwyn 2005). Today, this history and those surrenders are still under review and there are numerous specific land claims that have been filed by the Six Nations of the Grand River with the federal government regarding lands within the Haldimand Tract (Johnston 1964; Lytwyn 2005).

Within the county, the Haldimand Tract is located within parts of the Township of Centre Wellington and the Township of Guelph/Eramosa.

4.0 Frequently Asked Questions

The following include questions that may be asked by municipal staff and partners concerning Land Acknowledgements. This section can be expanded as needed as additional questions are asked.

QUESTION:

What is the purpose of a land acknowledgement?

ANSWER:

A territorial or land acknowledgement involves making a statement acknowledging the presence of Indigenous peoples past and present and recognizing Indigenous traditional lands and treaties. The land acknowledgements can also identify the displacement and exclusion of Indigenous peoples from their traditional territories. Land Acknowledgements are a small yet significant way to show respect and acknowledge the presence of Indigenous peoples past and present.



QUESTION:

When should a land acknowledgement be given?

ANSWER:

A land acknowledgement should originate with non-Indigenous members of a community since it is a statement of respect and offer of reconciliation to Indigenous people. There are no set rules guiding when a land acknowledgement should be given, as long as the land acknowledgement is given in a meaningful way and not recited by rote. It is up to the municipality to determine how often, and for which occasion a land acknowledgement should be given.

QUESTION:

Who should be giving the land acknowledgement?

ANSWER:

The land acknowledgement should be given by the chair of the meeting or official presiding over the event.

QUESTION:

How do I make a land acknowledgement meaningful?

ANSWER:

When making the land acknowledgement it is important to instill meaning in the recitation. It should not be recited quickly by rote and Indigenous words such as the names of the nations should be pronounced correctly.

QUESTION:

What is the difference between traditional territory and treaty lands? What are Treaty Rights?

ANSWER:

Traditional territory is a designated area of land to which a recognized Indigenous nation has claimed or established traditional use or occupation. Treaty lands are an area defined by a treaty which is owned and managed by the



Indigenous nation that negotiated the treaty. Treaty Rights are specific rights that have been established in treaties entered into between Indigenous nations with the Crown.

QUESTION:

What is Turtle Island?

ANSWER:

Turtle Island is North America and refers to the Indigenous creation story where the earth was created on the back of a turtle.

5.0 Additional Resources

Land acknowledgement resources and guidelines from Indigenous nations and groups, for example:

- <http://mncfn.ca/wp-content/uploads/2021/06/MCFN-Land-Acknowledgement-Guidelines-September-10-2020.pdf>
- https://d3n8a8pro7vhmx.cloudfront.net/mainewabanakireach/pages/1311/attachments/original/1617062949/Land_Acknowledgment_Resources_2021.pdf?1617062949
- Statement of Respect for Three Fires Territory: Backgrounder for the University of Windsor's Land Acknowledgement. Prepared by Nin.Da.Waab.Jig, Walpole Island Heritage Centre (September 20, 2018)

Land acknowledgement guidelines and frameworks from other municipalities, for example:

- <https://muskoka.civicweb.net/filepro/documents/36869?preview=36890>

Various articles written on Land Acknowledgements, for example:

<https://www.aptnnews.ca/infocus/questioning-the-usefulness-of-land-acknowledgements/>



<https://www.cbc.ca/news/indigenous/land-acknowledgments-what-s-wrong-with-them-1.6217931>

<https://www.vice.com/en/article/j5yxbd/indigenous-artists-tell-us-what-they-think-about-land-acknowledgements>

<https://www.cbc.ca/radio/unreserved/redrawing-the-lines-1.4973363/i-regret-it-hayden-king-on-writing-ryerson-university-s-territorial-acknowledgement-1.4973371>

<https://ottawacitizen.com/opinion/columnists/moscoe-heres-why-land-acknowledgements-are-both-meaningless-and-patronizing>

<https://www.theglobeandmail.com/opinion/article-if-youre-making-a-land-acknowledgment-make-sure-you-mean-it/>



COMMUNITY IMPROVEMENT PLAN UPDATE 2023

The Township of Wellington North

Monday, 19 June 2023, 7:00 pm

pl.ural



Council Presentation Objectives

- Successes of The WN CIP
- Understanding CIPs
- CIP Goals
- The Township of Wellington North (WN) CIP Update 2023
- Opportunities
- Community Improvement Project Area (CIPA)
- Proposed Financial Incentive Programs
- Implementation

Successes of The WN CIP

- 12 years of successful community improvement through the CIP
- Financial incentives have cultivated over 150 applications, (since 2012)
- Over \$442K provided by the Township
- Yielding over \$3.5M in improvements
- Leveraged over \$2.7M for WN business owners and their tenants



Understanding CIPs

A Community Improvement Plan (CIP) is:

- an economic development tool
- required to provide financial incentives
- to provide grants and loans to businesses and landowners

“is a plan or framework to encourage the maintenance and rehabilitation of existing commercial, institutional and industrial buildings and space. And updates do occur periodically.”

Legislated under the Planning Act.

Upper-tier municipalities may participate financially in CIPs.

CIP Goals

- To provide incentives for businesses to enhance their buildings presentation and function to the public;
- To stimulate pride in our urban downtowns, Wellington North hamlets and the agri-based enterprises found in Wellington North's rural areas;
- To contribute to the overall enhancement of WN communities as a place for family friendly business;
- To encourage the revitalization of vacant, underutilized and/or inaccessible properties and buildings;
- To encourage incorporating sustainable improvements that reduce the impact of our built environment to the natural environment; and
- To provide a commitment to the applicants with a program timeframe of up to 2028.

The WN CIP Update 2023

The CIP Document

- 50+ pages
- 6 section report specific to Wellington North
- Invest Well: County Participation in Financial Incentives
- Community Futures Invest Well Loan

The CIP Includes

- Previous CIP Successes
- Legislative Requirements
- CIP Area (CIPA) Delineation
- 5 Financial Incentive Programs (4 Updated and 1 New)
- Eligibility Guidelines & Application Requirements (and Examples)

Opportunities

- 1) Wellington North's Corporate Strategic Plan (2019-2022, Currently Being Updated in 2023)
- 2) Wellington North Business Retention and Expansion
- 3) Wellington North Community Growth Plan (2018)
- 4) General Research Rural CIP Programs
- 5) Invest Well: County Participation in Financial Incentives
- 6) Community Futures Invest Well Loan



Community Improvement Project Area (CIPA)

This CIP update continues with Wellington North's current community improvement project areas (CIPAs) to include the settlement areas of Mount Forest and Arthur, hamlets, as well as the full extent of the township for certain programs.


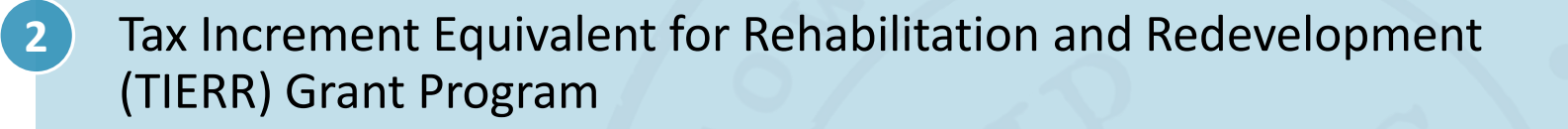



Wellington North CIPA



Proposed Financial Incentive Programs

 Updated Programs

 New Programs

-  1 Façade Improvement Loan & Grant Program
-  2 Tax Increment Equivalent for Rehabilitation and Redevelopment (TIERR) Grant Program
-  3 Building Conversion and Improvement Grant
-  4 Public Art Grant
-  5 Green Energy Grant

Note: not all programs will be available in any given year of implementation. The Township staff and Council will determine which programs will be available based on Township goals, priorities, and funding availability.

Updated Financial Incentive Programs (1 to 4)

Grant Name	Incentive	Max. Funding	Examples of Eligible Cost
1. Façade Improvement Loan & Grant Program	Grant	1) 50% of total project cost up to \$2,500 2) 75% of the eligible costs up to \$1,500 for perpendicular signage only	<ul style="list-style-type: none"> Restoration of façade masonry, brickwork or wood and metal cladding Replacement or repair of cornices, eaves, parapets and other architectural features Replacement or repair of windows
	Interest-free Loan	Up to \$2,500 when the total cost of the improvements exceeds \$7,500	
2. Tax Increment Equivalent for Rehabilitation and Redevelopment (TIERR) Grant Program	Grant	A tax grant of 100% of the increase in municipal realty taxes a period of three (3) consecutive years	<ul style="list-style-type: none"> The rehabilitation or redevelopment of the building or land that results in an increased assessment of the property
3. Building Conversion and Improvement Grant	Grant	50% of total project cost up to \$5,000	<ul style="list-style-type: none"> Professional fees to study the feasibility of conversion to a new use Any required planning application fees (e.g. minor variance), building permit fees or development charges Removal of barriers and increase accessibility for people with disabilities
4. Public Art Grant	Grant	100% of total project cost up to \$2,500	<ul style="list-style-type: none"> Application fees Preparation of building/area to receive art installation Service/product fabrication of artwork

5. Green Energy Grant (New)

Purpose:

- To encourage property owners to improve energy efficiency of existing commercial, industrial, or institutional buildings;
- To facilitate the installation of small-scale renewable energy systems, where applicable; and
- To promote active and sustainable transportation infrastructure such as bike racks, bike repair stations, EV charging stations, etc.

Value of Grant:

- Up to 50% of eligible costs, or \$5,000, whichever is less

Examples of Eligible Costs:

- Professional fees to conduct an Energy Audit of the building in question, to determine if eligible for retrofitting
- Professional fees to conduct a renewable energy project feasibility/viability study
- Interior or exterior renovations that result in increases in energy efficiency, (e.g., insulation)
- Addition of a green roof to an existing building; installation of appropriate on-site, small-scale renewable energy projects

Implementation

Authority

This Community Improvement Plan will be implemented through the provisions of Section 28 of the Planning Act, Section 365.1 of the Municipal Act 2001 and Section 9.21 of the Wellington County Official Plan.

Document

The overall implementation of the grant and loan programs, including liaison with the Ministry of Municipal Affairs and Housing, shall be the responsibility of Economic Development Officer for the Township of Wellington North.

Implementation

Administration

The grant and/or loan programs in this CIP will be administered through Wellington North Council, through an established committee overseen by the Economic Development Officer:

- A first come, first served basis
- The limit of the available funding aligns with identified funding for each program
- The CIP will be reviewed by the EDO annually

IF YOU WOULD LIKE MORE INFORMATION
PLEASE CONTACT:

Dale Small

Economic Development Officer

Township of Wellington North

Tel: 519-848-3620 Ext. 4234

Email: dsmall@wellington-north.com

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
BY-LAW NUMBER 047-23**

**BEING A BY-LAW TO AMEND ZONING BY-LAW NUMBER 66-01
BEING THE ZONING BY-LAW FOR THE TOWNSHIP OF WELLINGTON NORTH**

WHEREAS, the Council of the Corporation of the Township of Wellington North deems it necessary to amend By-law Number 66-01; as amended pursuant to Section 34 of The Planning Act, R.S.O. 1990, as amended

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

1. THAT Section 5 – Definitions, **AGRICULTURAL** is amended by adding the words “**cannabis-related use – indoor, cannabis-related use – outdoor, industrial hemp-related use - indoor, industrial hemp-related use - outdoor,**” after the word “abattoir”.
2. THAT Section 5 – Definitions, **GREENHOUSE** is amended by adding the following second sentence: “A greenhouse use does not include the growing or processing of **cannabis.**”
3. THAT Section 5 – Definitions, **COMMERCIAL GREENHOUSE AND/OR NURSERY** is amended by adding the following second sentence: “A commercial greenhouse and/or nursery use does not include the growing or processing of **cannabis.**”
4. THAT Section 5 – Definitions, **NURSERY** is amended by adding the following second sentence: “A nursery use does not include the growing or processing of **cannabis.**”
5. THAT Section 5 – Definitions be amended by adding the following new definitions in alphabetical order:
 - I. **CANNABIS**, shall mean a genus of flowering plants in the family Cannabaceae as defined by the federal Cannabis Act and Regulations as amended. Synonyms include but are not limited to marijuana, and marihuana. This definition also includes hemp, agricultural hemp and industrial hemp as defined by the federal Industrial Hemp Regulations as amended.
 - II. **CANNABIS-RELATED USE – INDOOR**, means those activities authorized in accordance with the Federal Cannabis Regulation SOR-2018-144 as amended that are carried out within an enclosed building or structure including, but not limited to, **greenhouse structures and hoop house structures.**
 - III. **CANNABIS-RELATED USE – OUTDOOR**, means those activities authorized in accordance with the Federal Cannabis Regulation SOR-2018-144 as amended that only involve the growing and harvesting of **cannabis** outdoors.
 - IV. **GREENHOUSE STRUCTURE**, means a building having metal, wood, or other framing enclosed with glass, plastic, polyurethane, or similar material for the growing, drying, or processing of plants and designed such that the building can be ventilated to the open air.
 - V. **HOOP HOUSE STRUCTRE**, means a non-permanent building or structure, including a tent structure having metal, wood or other framing covered with plastic, polyurethane or similar material used for the growing, drying, or processing of plants.

- VI. **INDUSTRIAL HEMP-RELATED USE – INDOOR**, means those activities authorized in accordance with the Federal Industrial Hemp Regulation SOR-2018-145 as amended that are carried out within an enclosed building or structure including, but not limited to, **greenhouse structures** and **hoop house structures**.
- VII. **INDUSTRIAL HEMP-RELATED USE – OUTDOOR**, means those activities authorized in accordance with the Federal Industrial Hemp Regulation SOR-2018-145 as amended that only involve the growing and harvesting of hemp outdoors.
- VIII. **SENSITIVE LAND USE**, includes lands designated and/or zoned for residential uses, existing residential dwellings in any zone, vacant agricultural lots less than 10.1 ha (25.0 ac) in size, nursing homes and assisted care facilities, retirement homes, hotels, inns, motels, parks, community centres, libraries, daycare centres, hospitals and medical clinics, places of worship, cemeteries, schools, fair grounds, trailer parks, campgrounds, golf courses or any other place where people regularly gather or sleep.

6. THAT Section 6.27.8, Table #3 – Number of Parking Spaces is amended by adding the following new standard in alphabetical order:

TYPE OF USE	MINIMUM NUMBER
INDUSTRIAL	
CANNABIS-RELATED USE – INDOOR	1/90m ² (1/969 ft ²)
INDUSTRIAL HEMP-RELATED USE – INDOOR	1/90m ² (1/967 ft ²)

7. THAT Section 7.1 is amended by adding the following new zones and symbols:

DESCRIPTIVE NAME OF ZONE	SYMBOL	SECTION
Agricultural Cannabis Zone	A-CAN	34
Industrial Cannabis Zone	M1-CAN	35
Rural Industrial Cannabis Zone	RIN-CAN	36

8. THAT Section 8.1 (Agricultural Zone), Permitted Uses, be amended by adding the following permitted uses in alphabetical order:
- Cannabis-Related Use – Outdoor in accordance with Section 8.11
 - Industrial Hemp-Related Use - Outdoor in accordance with Section 8.11
9. That existing Section 8.11 Other Provisions, be renumbered as 8.12.
10. That Section 8 (Agricultural Zone) is amended by adding the following new section:

8.11 REGULATIONS FOR OUTDOOR CANNABIS AND INDUSTRIAL HEMP USES

The following regulations shall apply to Cannabis-Related – Outdoor, and Industrial Hemp-Related – Outdoor uses:

8.11.1	LOT AREA, MIN	10.1 ha (25.0 ac)
8.10.2	LOT FRONTAGE, MIN	122.0 m (400.3 ft)
8.10.3	OUTDOOR GROWING ONLY Cannabis and hemp shall only be grown outdoors and shall not be grown in a greenhouse structure or hoop house structure.	

8.10.4	MAXIMUM BUILDING AREA All buildings and structures associated with Cannabis-Related – Outdoor, and Industrial Hemp-Related - Outdoor uses shall be limited to a maximum of 232 m ² (2,500.0 ft ²) on a lot.
8.10.5	SETBACK TO LOT LINE All activities associated with Cannabis-Related – Outdoor, and Industrial Hemp-Related - Outdoor uses including, but not limited to the outdoor growing of cannabis or hemp, security fencing, associated buildings, and parking and loading areas, shall be setback a minimum of 30 m (98.4 ft) from a lot line.
8.10.6	SETBACK TO SENSITIVE USES All activities associated with Cannabis-Related – Outdoor, and Industrial Hemp-Related - Outdoor uses including, but not limited to the outdoor growing of cannabis or hemp, security fencing, associated buildings, and parking and loading areas, shall be setback a minimum of 300 m (984.2 ft) from the lot line to a sensitive use. In the case where the sensitive land use is an existing dwelling, the measurements shall be to the dwelling and not the lot line.
8.10.7	SETBACK TO SETTLEMENT AREAS All activities associated with Cannabis-Related – Outdoor, and Industrial Hemp-Related - Outdoor uses including, but not limited to the outdoor growing of cannabis or hemp, security fencing, associated buildings, and parking and loading areas, shall be setback a minimum of 500 m (1640.4 ft) from the boundary of the settlement areas of Arthur (Schedule A, Map 2), Conn (Schedule A, Map 6), Damascus (Schedule A, Map 7), Kenilworth (Schedule A, Map 4), Mount Forest (Schedule A, Map 3), and Riverstown (Schedule A, Map 5).

11. That a new Section 34, Agricultural Cannabis Zone be added as follows:

Section 34 - A-CAN - Agricultural Cannabis Zone

34.1 PERMITTED USES

- Cannabis-Related Use – Indoors
- Industrial Hemp-Related Use – Indoors

34.2 REGULATIONS

34.2.1	LOT AREA, MIN	10.1 ha (25.0 ac)
34.2.2	LOT FRONTAGE, MIN	122.0 m (400.3 ft)
34.2.3	MAXIMUM BUILDING AREA All buildings and facilities associated with Cannabis-Related – Indoor, and Industrial Hemp-Related - Indoor uses shall be limited to a maximum of 464.5 m ² (5000.0 ft ²) on a lot.	
34.2.4	SETBACK TO LOT LINE All activities associated with Cannabis-Related – Indoor, and Industrial Hemp-Related - Indoor, including, but not limited to the indoor growing of cannabis or hemp, security fencing, all associated buildings, and parking and loading areas, shall be setback a minimum of 80 m (262.5 ft) from a lot line.	

34.2.5	<p>SETBACK TO SENSITIVE USES</p> <p>All activities associated with Cannabis-Related – Indoor, and Industrial Hemp-Related – Indoor uses including, but not limited to the indoor growing of cannabis or hemp, security fencing, all associated buildings, and parking and loading areas, shall be setback a minimum of 500 m (1640.4 ft) from the lot line to a sensitive use. In the case where the sensitive land use is an existing dwelling, the measurements shall be to the dwelling and not the lot line.</p>
34.2.6	<p>SETBACK TO SETTLEMENT AREAS</p> <p>All activities associated with Cannabis-Related – Indoor, and Industrial Hemp-Related - Indoor uses including, but not limited to the indoor growing of cannabis or hemp, security fencing, associated buildings, and parking and loading areas, shall be setback a minimum of 1000 m (3280.8 ft) from the boundary of the settlement areas of Arthur (Schedule A, Map 2), Conn (Schedule A, Map 6), Damascus (Schedule A, Map 7), Kenilworth (Schedule A, Map 4), Mount Forest (Schedule A, Map 3), and Riverstown (Schedule A, Map 5).</p>
34.2.7	<p>No light or glare from lighting used for the for the growing of cannabis or hemp shall be visible from outside the building. All external lighting for the building or site shall comply with section 6.9 (External Lighting) of the zoning by-law.</p>
34.2.8	<p>All buildings where cannabis or hemp is being grown, processed, or stored shall be designed and equipped with air treatment controls which prevent cannabis odour from escaping. The odour control equipment shall be maintained and utilized at all times. Zoning by-law amendment applications for proposed Cannabis-Related – Indoor, and Industrial Hemp-Related - Indoor uses shall submit an odour control study in support of the application to the satisfaction of the Township of Wellington North.</p>
34.2.9	<p>Cannabis-Related – Indoor, and Industrial Hemp-Related - Indoor uses are subject to site plan control.</p>

34.3 OTHER PROVISIONS

All provisions and regulations of Section 6 – General Provisions shall apply as applicable.

12. That a new Section 35, Industrial Cannabis Zone be added as follows:

Section 35 – M1-CAN - Industrial Cannabis Zone

35.1 PERMITTED USES

- Cannabis-Related Use – Indoors
- Industrial Hemp-Related Use – Indoors

35.2 REGULATIONS

The M1 Industrial Zone regulations under sections 24.2, 24.4, and 24.6 are applicable to this zone.

The following additional regulations shall apply:

35.2.1	SETBACK TO SENSITIVE USES All activities associated with Cannabis-Related – Indoor, and Industrial Hemp-Related – Indoor uses including, but not limited to the indoor growing of cannabis or hemp, security fencing, all associated buildings, and parking and loading areas, shall be setback a minimum of 300 m (984.2 ft) from the lot line to a sensitive use. In the case where the sensitive land use is a dwelling, the measurements shall be to the dwelling and not the lot line.
35.2.2	No light or glare from lighting used for the for the growing of cannabis or hemp shall be visible from outside the building. All external lighting for the building or site shall comply with section 6.9 (External Lighting) of the zoning by-law.
35.2.3	All buildings where cannabis or hemp is being grown, processed, or stored shall be designed and equipped with air treatment controls which prevent cannabis odour from escaping. The odour control equipment shall be maintained and utilized at all times. Zoning by-law amendment applications for proposed Cannabis-Related – Indoor, and Industrial Hemp-Related - Indoor uses shall submit an odour control study in support of the application to the satisfaction of the Township of Wellington North.
35.2.4	Cannabis-Related – Indoor, and Industrial Hemp-Related - Indoor uses are subject to site plan control.

35.3 OTHER PROVISIONS

All provisions and regulations of Section 6 – General Provisions shall apply as applicable.

13. That a new Section 36, Rural Industrial Cannabis Zone be added as follows:

Section 36 – RIN-CAN – Rural Industrial Cannabis Zone

36.1 PERMITTED USES

- Cannabis-Related Use – Indoors
- Industrial Hemp-Related Use – Indoors

36.2 REGULATIONS

The RIN Industrial Zone regulations under sections 25.2.1 to 25.2.8 and 25.3 are applicable to this zone.

The following additional regulations shall apply:

36.2.1	SETBACK TO SENSITIVE USES All activities associated with Cannabis-Related – Indoor, and Industrial Hemp-Related – Indoor uses including, but not limited to the indoor growing of cannabis or hemp, security fencing, all associated buildings, and parking and loading areas, shall be setback a minimum of 300 m (984.2 ft) from the lot line to a sensitive use. In the case where the sensitive land use is an existing dwelling, the measurements shall be to the dwelling and not the lot line.
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36.2.2	No light or glare from lighting used for the for the growing of cannabis or hemp shall be visible from outside the building. All external lighting for the building or site shall comply with section 6.9 (External Lighting) of the zoning by-law.
36.2.3	All buildings where cannabis or hemp is being grown, processed, or stored shall be designed and equipped with air treatment controls which prevent cannabis odour from escaping. The odour control equipment shall be maintained and utilized at all times. Zoning by-law amendment applications for proposed Cannabis-Related – Indoor, and Industrial Hemp-Related - Indoor uses shall submit an odour control study in support of the application to the satisfaction of the Township of Wellington North.
36.2.4	Cannabis-Related – Indoor, and Industrial Hemp-Related - Indoor uses are subject to site plan control.

36.3 OTHER PROVISIONS

All provisions and regulations of Section 6 – General Provisions shall apply as applicable.

14. THAT this By-law shall become effective from the date of passage by Council and come into force in accordance with the requirements of the Planning Act, R.S.O. 1990, as amended.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 19th DAY OF JUNE, 2023

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

EXPLANATORY NOTE**BY-LAW NUMBER 047-23**

THE PURPOSE AND EFFECT OF THE ZONING BY-LAW AMENDMENT is to provide regulations for cannabis related uses in the municipality. This by-law includes new definitions, provides regulations for the outdoor growing of cannabis and hemp, and regulations for the indoor growing and processing of cannabis and hemp. Three new zones Agricultural Cannabis (A-Can), Industrial Cannabis (M1-Can), and Rural Industrial Cannabis (RIN-CAN) have been created with applicable regulations for indoor cannabis and hemp related uses.

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
MINUTES OF REGULAR COUNCIL MEETING – JUNE 5, 2023 AT 2:00 P.M.
CLOSED SESSION PRIOR TO OPEN SESSION AT 1:30 P.M.
CLOSED SESSION TO FOLLOW OPEN SESSION
MUNICIPAL OFFICE COUNCIL CHAMBERS, KENILWORTH
HYBRID MEETING - IN PERSON AND VIA WEB CONFERENCING
<https://www.youtube.com/watch?v=Vyhsf8hk4g&t=9s> Part 1
<https://www.youtube.com/watch?v=f1X3Q1ii70E> Part 2
<https://www.youtube.com/watch?v=xL6TsuYBpkw> Part 3

Members Present:

Mayor: Andrew Lennox
Councillors: Sherry Burke
Lisa Hern
Steve McCabe
Penny Renken

Staff Present:

Chief Administrative Officer: Brooke Lambert
Director of Legislative Services/Clerk: Karren Wallace
Deputy Clerk: Catherine Conrad
Chief Building Official: Darren Jones
Human Resources Manager: Amy Tollefson
Acting Treasurer: Mary Jo Marshall
Economic Development Officer: Dale Small
Development Technologist: Tammy Stevenson
Manager, Environment & Development Services: Corey Schmidt
Manager of Transportation Services: Dale Clark
Recreation Community Coordinator: Tasha Grafos
Recreation Services Manager: Tom Bowden
Manager of Development Planning: Curtis Marshall
Junior Planner: Asavari Jadhav
Senior Operations Manager, OCWA: Don Irvine

CALLING TO ORDER

Mayor Lennox called the meeting to order.

ADOPTION OF THE AGENDA

RESOLUTION: 2023-200

Moved: Councillor Hern

Seconded: Councillor Renken

THAT the Agenda for the June 5, 2023 Regular Meeting of Council be accepted and passed.

CARRIED

DISCLOSURE OF PECUNIARY INTEREST

No pecuniary interest disclosed.

CLOSED MEETING SESSION

The meeting is closed pursuant to Section 239 (2) of the Municipal Act, 2001, specifically:

(3.1) A meeting of a council or local board or of a committee of either of them may be closed to the public if the following conditions are both satisfied:

1. The meeting is held for the purpose of educating or training the members.
2. At the meeting, no member discusses or otherwise deals with any matter in a way that materially advances the business or decision-making of the council, local board or committee.

RESOLUTION: 2023-201

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North go into a meeting at 1:31 p.m. that is closed to the public under subsection 239 (2) of the Municipal Act, 2001, specifically:

(3.1) A meeting of a council or local board or of a committee of either of them may be closed to the public if the following conditions are both satisfied:

1. The meeting is held for the purpose of educating or training the members.
2. At the meeting, no member discusses or otherwise deals with any matter in a way that materially advances the business or decision-making of the council, local board or committee.

CARRIED

1. REPORTS

- OCWA, Roads and Recreation overview

RESOLUTION: 2023-202

Moved: Councillor Hern

Seconded: Councillor Renken

THAT the Council of the Corporation of the Township of Wellington North rise from a closed meeting session at 1:48 p.m.

CARRIED

RESOLUTION: 2023-203

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North receive the OCWA, Road and Recreation overview.

CARRIED

RECESS TO MOVE INTO PUBLIC MEETING

RESOLUTION: 2023-204

Moved: Councillor McCabe

Seconded: Councillor Renken

THAT the Council of the Corporation of the Township of Wellington North recess the June 5, 2023 Regular Meeting of Council at 2:01 p.m. for the purpose of holding a Public Meeting under the Planning Act:

- Red Maple Land Co., E & J Craig, Minor Variance
- Cachet Developments (Arthur) Inc., Minor Variance
- WT Land LP, Zoning By-law Amendment

CARRIED

RESUME REGULAR MEETING OF COUNCIL

RESOLUTION: 2023-205

Moved: Councillor Hern

Seconded: Councillor Renken

THAT the Council of the Corporation of the Township of Wellington North resume the June 5, 2023 Regular Meeting of Council at 2:40 p.m.

CARRIED

PASSAGE OF BY-LAWS ARISING FROM PUBLIC MEETING

- a. By-law Number 042-23 being a by-law to amend By-law 66-01, being a Zoning By-law for the Township of Wellington North. (PLAN MOUNT FOREST PT PARK LOT 4 S DURHAM ST E MAIN ST RP 61R22218 PT PART 1 AND RP 61R22274 PART 1 and municipally know as 185 Jack's Way, WT Land LP)

RESOLUTION: 2023-206

Moved: Councillor McCabe

Seconded: Councillor Renken

THAT By-law Number 042-23 being a by-law to amend By-law 66-01, being a Zoning By-law for the Township of Wellington North be read a First, Second and Third time and enacted. (PLAN MOUNT FOREST PT PARK LOT 4 S DURHAM ST E MAIN ST RP 61R22218 PT PART 1 AND RP 61R22274 PART 1 and Municipally know as 185 Jack's Way, WT Land LP)

CARRIED

ADOPTION OF MINUTES OF COUNCIL AND PUBLIC MEETING

1. Regular Meeting of Council, May 8, 2023
2. Public Meeting, May 8, 2023

RESOLUTION: 2023-207

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT the minutes of the Regular Meeting of Council and the Public Meeting held on May 8, 2023 be adopted as circulated.

CARRIED

BUSINESS ARISING FROM PREVIOUS MEETINGS OF COUNCIL

No business arising from previous meetings of Council.

IDENTIFICATION OF ITEMS REQUIRING SEPARATE DISCUSSION

2a, 5a, 6a, 7a, 7b

ADOPTION OF ALL ITEMS NOT REQUIRING SEPARATE DISCUSSION

RESOLUTION: 2023-208

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT all items listed under Items For Consideration on the June 5, 2023 Council agenda, with the exception of those items identified for separate discussion, be approved and the recommendations therein be adopted:

THAT the Council of the Corporation of the Township of Wellington North receive the Maitland Valley Conservation Authority minutes of the Members Meeting #1-2023 held on January 25, 2023; Members Meeting #2-2023 held on February 8, 2023, Annual Meeting of the Membership #3-2023 held on February 15, 2023; Membership Meeting #4-2023 held on March 15, 2023; and Membership Meeting #5-2023 held on April 19, 2023.

THAT the Council of the Corporation of the Township of Wellington North receive the Grand River Conservation Authority Summary of the General Membership Meeting held on May 26, 2023.

THAT the Council of the Corporation of the Township of Wellington North receive the News Release, May 24, 2023, Hawk's Nest, Over \$36,000 in investments and loans invested at the Hawks' Nest!

THAT the Council of the Corporation of the Township of Wellington North receive the Vendor Cheque Register Report dated May 29, 2023.

THAT the Council of the Corporation of the Township of Wellington North receive Report CLK 2023-019 being a report on Drain maintenance for 2022 for the Caudle Drain, West Luther Drain 42, Mainland Drain, Arthur Drain 10 and West Luther Drain 19.

AND FURTHER THAT Council authorizes the Mayor and Clerk to sign the by-law to provide for the levy of drain maintenance costs on various drainage works.

CARRIED

CONSIDERATION OF ITEMS FOR SEPARATE DISCUSSION AND ADOPTION

RESOLUTION: 2023-209

Moved: Councillor Renken

Seconded: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North receive Report CBO 2023-06 being the Building Permit Review for the period ending April 30, 2023.

CARRIED

RESOLUTION: 2023-210

Moved: Councillor McCabe

Seconded: Councillor Renken

THAT the Council of the Corporation of the Township of Wellington North receive Report OPS 2023-022 being a report on the award of the Township's 2023 Asphalt Program;

AND FURTHER THAT Council award the Township's 2023 asphalt program to E.C. King Contracting – A Division of Miller Paving Limited at a project cost of \$1,376,373.80 excluding applicable taxes;

AND FURTHER THAT Council direct staff to increase the budget associated with the Township's 2023 asphalt program by an additional \$ 262,885.98;

AND FURTHER THAT Council authorize the Senior Project Manager or their designate to sign any necessary agreements with the successful bidders to execute this project.

CARRIED

RESOLUTION: 2023-211

Moved: Councillor Burke

Seconded: Councillor Hern

THAT the Council of the Corporation of the Township of Wellington North receive Report CLK 2023-018 being a report Council meeting schedule for 2024;

AND FURTHER THAT Council approves the Council meeting schedule for 2024.

CARRIED

RESOLUTION: 2023-212

Moved: Councillor McCabe

Seconded: Councillor Renken

THAT the Council of the Corporation of the Township of Wellington North receive the correspondence from Jennifer Keyes, Director, Resources Planning and Development Policy Branch, Ministry of Natural Resources and Forestry, regarding Streamlining of Approvals under the Aggregate Resources Act and Supporting Policy.

CARRIED

RESOLUTION: 2023-213

Moved: Councillor McCabe

Seconded: Councillor Hern

THAT the Council of the Corporation of the Township of Wellington North receive the correspondence from Kim Courts, Deputy Clerk, County of Wellington, dated May 2, 2023, regarding Planning Committee Report, dated April 13, 2023, County Official Plan Review – Urban Expansion Requests.

CARRIED

NOTICE OF MOTION

No notice of motion tabled.

COMMUNITY GROUP MEETING PROGRAM REPORT

Councillor Burke (Ward 2):

- Attended the rededication ceremony of the Bill Moody Playground in Mount Forest on Saturday, June 3rd in conjunction with the Lions Guide Dog Walk. The playground was first dedicated ten years ago.
- There have been a lot of workers getting the community garden ready.
- Signage for the Fireworks Festival is going up at the gateway entrances. The Committee is looking for volunteers. Anyone wanting to volunteer can register through the Mount Forest fireworks website or by contacting the Chamber office.
- The Wellington North Farmers Market opens on Saturday, June 17th.
- The Hospital Board is looking at rebranding with regards to the Health Care Alliance. There are currently two logos; one for Groves and one for Northern Wellington, which include the Palmerston and Mount Forest. The new logo will have references to all three hospitals.

Councillor Hern (Ward 3):

- Mount Forest Chamber changed their meeting time to the second Tuesday of each month starting at 4:30 p.m.
- Arthur Chamber coordinated to have a refresh of gateway signage.

Councillor McCabe (Ward 4):

- Recreation, Parks and Leisure meeting June 6th.
- Saugeen Valley Conservation Authority Agricultural Advisory Committee meeting June 6th.
- ROMA meeting and tour in Prince Edward County, June 7th to 9th.

Mayor Lennox:

- Participated in the grand opening of a new industrial, MPI Printing, in the former Yardistry building on Sligo Road, Mount Forest. They are moving out of the GTA and consolidating some of their location into the Mount Forest location. They currently employ sixty people and will be looking for at least fifty percent more as they get up and running.
- Attended the presentation to Silver Fox Distillery, winner of the U.S. Open Sprints Distillery of the Year. They are the first Canadian distillery to win, first to win two years in a row, and the first to win with two separate entries. It's great to see them flourish. Congratulations to Mark and Lisa Townsend.

BY-LAWS

- a) By-law Number 040-23 being a by-law to provide for the levy of drain maintenance costs on various drainage works in the Township of Wellington North in the County of Wellington
- b) By-law Number 041-23 being a by-law to amend By-law 45-08, being a by-law to require the owners of privately owned swimming pools, enclosure, including fences and gates around such swimming pools

- c) By-law Number 043-23 being a by-law to authorize a Sewer Allocation Agreement with John Welton Custom Homebuilding Ltd.
- d) By-law Number 044-23 being a by-law to authorize a Sewer Allocation Agreement with 2786713 Ontario Inc. (VED Homes)
- e) By-law Number 045-23 being a by-law to authorize a Sewer Allocation Agreement with A & M Investments Inc.

RESOLUTION: 2023-214

Moved: Councillor Burke

Seconded: Councillor Renken

THAT By-law Number 040-23, 041-23, 043-23, 044-23 and 045-23 be read a First, Second and Third time and enacted.

CARRIED

CULTURAL MOMENT

- Celebrating The Royal Canadian Legion Arthur Branch 226

The mission of The Royal Canadian Legion is to serve Veterans and their families, to promote Remembrance, and to serve our communities and our country. There are more than 1350 branches across Canada. Community involvement includes supporting local Veterans and seniors; supporting youth sports and other programs; volunteering to help those in need; and offering a place for your community to gather.

In March 1932, the Royal Canadian Legion, Branch 226, Arthur, received its Charter. We commend the many members and other volunteers for their dedication to this branch all these years later. One dollar was all it took in the late 1940s for the 48 Legion members to obtain a red brick building at the corner of George and Isabella Streets. It was meant as a permanent hall, but memberships grew and a larger facility was in order, so the building was sold.

In 1955, a 2-story cinderblock building on George St. was constructed; but in 1969 it suffered fire damage. The Legion's Ladies' Auxiliary and other volunteers contributed to the successful rebuilding and caretaking of the Branch. As with churches, it is the people that are the Legion.

Legion involvement in the community is extensive. The Arthur Legion offers financial support to Arthur Minor Sports, Guides, Scouting, area Cadets, other youth groups and many community events. Arthur Legion also gives \$1500 annually to Groves Memorial Community Hospital and Louise Marshall Hospital.

Veterans' children, grandchildren and great-grandchildren are eligible for bursaries supplied by the Legion. Our young people are encouraged to apply. Cadets graduating from high school programs receive a yearly membership to the Legion. Local schools also hold Remembrance Day essay and poster competitions. Winners from the area have gone on to receive Dominion of Canada recognition. Such events contribute to students' awareness of our Veterans' efforts.

Funds raised from local poppy sales and lotteries are held in trust for community use. And as a contribution to protecting the environment, the Legion's 1,923 poppies and cenotaph wreaths for Remembrance Day will be biodegradable.

In 1942, a headline in the Toronto Star read "Arthur Village Gives Sons, Money to Aid War Effort". Within a population of about 900, 100 were in the Armed Forces. The government ran campaigns to raise money for war efforts. Arthur Village led all comparable communities in Canada with fundraising. In 2002 David Tilson, MPP for Dufferin Peel Wellington Guelph, moved in the Ontario Legislature that Arthur be formally recognized as "Canada's Most Patriotic Village". We will always remember the ultimate sacrifice of our Veterans, members of this most patriotic community, and of Royal Canadian Legion Branch 226.

Submitted by Faye Craig on behalf of the Wellington North Cultural Roundtable

CLOSED MEETING SESSION

The meeting is closed pursuant to Section 239 (2) of the Municipal Act, 2001, specifically:

- (e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board;
- (d) labour relations or employee negotiations

RESOLUTION: 2023-215

Moved: Councillor McCabe

Seconded: Councillor Renken

THAT the Council of the Corporation of the Township of Wellington North go into a meeting at 3:11 p.m. that is closed to the public under subsection 239 (2) of the Municipal Act, 2001, specifically:

- (e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board;
- (d) labour relations or employee negotiations

CARRIED

1. REPORTS

- OLT-23-000033 Levine/Ellis
Update by Christopher Manning, KW Law
- Human Resources verbal report

2. REVIEW OF CLOSED SESSION MINUTES

- May 8, 2023

3. RISE AND REPORT FROM CLOSED MEETING SESSION

RESOLUTION: 2023-216

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North rise from a closed meeting session at 3:41 p.m.

CARRIED

RESOLUTION: 2023-217

Moved: Councillor Hern

Seconded: Councillor Renken

THAT the Council of the Corporation of the Township of Wellington North receive Report OLT-23-000033 Levine/Ellis, update by Christopher Manning, KW Law;

AND FURTHER THAT Council approve the confidential direction to staff.

CARRIED

RESOLUTION: 2023-218

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North receive the Human Resources verbal report;

AND FURTHER THAT Council approve the confidential direction to staff.

CARRIED

RESOLUTION: 2023-219

Moved: Councillor Hern

Seconded: Councillor Renken

THAT the Council of the Corporation of the Township of Wellington North approve the Closed Meeting Minutes of the May 8, 2023 Council Meeting.

CARRIED

CONFIRMING BY-LAW

RESOLUTION: 2023-220

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT By-law Number 046-23 being a By-law to Confirm the Proceedings of the Council of the Corporation of the Township of Wellington North at its Regular Meeting held on June 5, 2023 be read a First, Second and Third time and enacted.

CARRIED

ADJOURNMENT

RESOLUTION: 2023-221

Moved: Councillor Hern

Seconded: Councillor Renken

THAT the Regular Council meeting of June 5, 2023 be adjourned at 3:42 p.m.

CARRIED

MAYOR

CLERK

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
PUBLIC MEETING MINUTES - JUNE 5, 2023 AT 2:00 P.M.
HYBRID MEETING – IN PERSON AND VIA WEB CONFERENCING
<https://www.youtube.com/watch?v=f1X3Q1ii70E>**

Members Present:

**Mayor: Andrew Lennox
Councillors: Sherry Burke
Lisa Hern
Steve McCabe
Penny Renken**

Staff Present:

Chief Administrative Officer:	Brooke Lambert
Director of Legislative Services/Clerk:	Karren Wallace
Deputy Clerk:	Catherine Conrad
Chief Building Official:	Darren Jones
Human Resources Manager:	Amy Tollefson
Acting Treasurer:	Mary Jo Marshall
Economic Development Officer:	Dale Small
Development Technologist:	Tammy Stevenson
Manager, Environment & Development Services:	Corey Schmidt
Manager of Transportation Services:	Dale Clark
Recreation Community Coordinator:	Tasha Grafos
Recreation Services Manager:	Tom Bowden
Manager of Development Planning:	Curtis Marshall
Junior Planner:	Asavari Jadhav
Senior Operations Manager, OCWA:	Don Irvine

CALLING TO ORDER - Mayor Lennox

Mayor Lennox called the meeting to order.

DISCLOSURE OF PECUNIARY INTEREST

No pecuniary interest declared

OWNERS/APPLICANT

ZBA 06/23 WT Land LP

LOCATION OF THE SUBJECT LAND

The land subject to the proposed amendment is described as Plan Mount Forest Pt Park Lot 4 S Durham St E Main St RP 61R22218 Pt Part 1 and RP 61R22274 Part 1 and municipally known as 185 Jack's Way. The property subject of the amendment is approximately 2.28 ha (5.63 ac) in size with an apartment (under construction).

PURPOSE AND EFFECT OF THE APPLICATION

The purpose and effect of the amendment is to amend the Site Specific Residential (R3-74) zoning to permit a personal service shop and business or professional office to be contained in the 34 m² (366 ft²) commercial space located in the bottom floor of the apartment. Additional relief may be considered at this meeting.

NOTICE

Notices were mailed to property owners within 120 m of the subject property as well as the applicable agencies and posted on the subject property on May 15th, 2023.

PRESENTATIONS

Curtis Marshall, Manager of Development Planning, presented the Planning Report prepared by Matthieu Daoust, Senior Planner, County of Wellington, Township of Wellington North

- Planning Report dated June 5, 2023

Planning Opinion

The purpose of this zoning amendment is to revise the Residential Site Specific (R3-49) to permit a personal service shop and professional office. The applicant is proposing to add the aforementioned use in a 34m² (366 ft²) commercial space located on the ground floor of the apartment.

Planning Staff generally have no concerns with the application. The application is consistent with applicable Provincial Policy and generally conforms with the Official Plan. A draft zoning by-law has been attached to this report for public viewing and Councils consideration.

INTRODUCTION

The property subject to the proposed amendment is described as PLAN MOUNT FOREST PT PARK LOT 4, S DURHAM ST, E MAIN ST RP 61R22218 PT PART 1 AND RP 61R22274 PART 1 and known municipally as 185 Jack's Way. The subject property is 2.28 ha (5.6 ac) in size.

PROPOSAL

The purpose of this zoning amendment is to amend the existing Site Specific Residential (R3-49) Zone to permit a personal service shop and professional office. The applicant is proposing to add the aforementioned use in a 34m² (366 ft²) commercial space located on the ground floor of the apartment.

PROVINCIAL POLICY STATEMENT (PPS)

The subject property is located within the settlement area of Mount Forest. Section 1.1.3.1 of the PPS states that "settlement areas shall be the focus of growth and their vitality and regeneration shall be promoted." Settlement areas are encouraged to include a mix of densities and land uses.

WELLINGTON COUNTY OFFICIAL PLAN

The subject property is designated RESIDENTIAL in the Wellington County Official Plan. Section 8.3.3 Permitted Uses states "In addition, non-residential uses such as schools, churches, clinics, local convenience stores, home occupations, neighborhood parks and other public facilities may also be permitted within the Residential designation subject to the appropriate zoning by-law regulations and policies of the Official Plan".

ZONING BY-LAW

The subject lands are zoned Site Specific Residential (R3-49) zone. The existing site specific zoning denotes minimum and maximum standards for the apartment use (lot area, interior side yard, height, balcony projection and parking size). The aforementioned standards will remain. The applicant is seeking to amend the site specific zone on the property to permit a personal service shop and professional

office. The applicant is proposing to add the aforementioned use in a 34m² (366 ft²) commercial space located on the ground floor of the apartment.

Draft Zoning By-law Amendment

A draft Zoning By-law amendment has been prepared for public review and Council's consideration. The proposed by-law revises the Site Specific R3-49 Zone.

CORRESPONDENCE FOR COUNCIL'S REVIEW

Erik Downing, Manager, Environmental Planning & Regulations, Saugeen Conservation

- Letter dated May 24, 2023 (No Objections)

REQUEST FOR NOTICE OF DECISION

The by-law will be considered at the regular council meeting following the public meeting. Persons wishing notice of the passing of the by-law must submit a written request.

MAYOR OPENS FLOOR FOR ANY COMMENTS/QUESTIONS

Dana Kieffer, Cobide Engineering Inc., Agent for Applicant, explained that the building is the same as WD built on Main St., Mount Forest. This use was missed on the initial zoning amendment

COMMENTS/QUESTIONS FROM COUNCIL

Councillor Renken inquired if there will be enough parking with a service shop and professional office included. Ms. Kieffer stated that there will be two dedicated parking spots for the use but there will probably be opportunity for parking sharing at the location with the mix of use. Councillor Renken asked if the parking spaces will be designated or open for use. Ms. Kieffer replied that parking will not be assigned.

Councillor Burke expressed concern as this is a predominantly residential area and would like to see it kept as residential. Future commercial space should be pushed to the naturally designated commercial areas within our communities. She is concerned with the density in that area and bringing more commercial into that area would be a disservice to the neighbourhood, noting she has received concerns with the commercial use and can't support this application.

Councillor McCabe stated that he thinks this is a great idea and is in support of the application. In an apartment building with this use there might be people that can access the services easier.

Mayor Lennox commented that in theory it is a great idea to have service where people are, but we do try to keep commercial activities separated from residential except in the downtown where we have mixed uses. Mayor Lennox asked Mr. Marshall to comment, from a planning principles perspective in general, on this type of situation. Mr. Marshall responded the residential designation in the Official Plan does permit commercial uses that serve the local area. Some commercial uses permitted in a residential designation are a convenience store or hair salon. Businesses like a grocery store, hardware store or car dealership are directed to other areas of town, in downtown or highway commercial designations. Home occupations are permitted so you can have an office limited in scale size, like a hairdressing use. This would be similar to that with a small unit. If it was something larger that had a lot of people

coming and going such as a restaurant, bank or post office parking could be a challenge on the site. A small personal service shop would have one person on site to provide the service and one customer at a time, nothing Council should consider the scale and this is a minor size being requested. If they were asking for the whole ground floor for commercial in this location, that may pose a challenge with parking and compatibility. Mayor Lennox stated that our residential zoning allows for some of those personal services and inquired what the limitations on what that could be used for regarding this application. CBO Jones provided that it would be similar to home occupation uses and limited to personal service, such as a hairdresser or accountant.

Councillor Renken inquired if we are setting a precedent by permitting this. Personal services like a hair salon often have more than one person working, which means more people coming in. Mayor Lennox commented that the report indicated it would be 360 sq. ft. (18ft X 20ft). CBO Jones stated that this application wouldn't set a precedent as it is something that is already permitted in the Official Plan. Mayor Lennox inquired what the limit on floor area would be without requiring a variance or zoning amendment. CBO Jones stated that within the residential zone it there would be none, with the exception of a home occupation allowing 25% of the home floor area. In the case of a single family detached home it would be a larger area than this proposal and would be allowed as a right.

ADJOURNMENT

RESOLUTION: 006-2023

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT the Public Meeting of June 5, 2023 be adjourned at 2:39 pm.

CARRIED

MAYOR

CLERK

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
RECREATION, PARKS AND LEISURE COMMITTEE MEETING MINUTES
TUESDAY, JUNE 6, 2023 @ 4:00 P.M.
VIA WEB CONFERENCING**

Committee Members Present:

- Steve McCabe, Councillor, Chair
- Penny Renken, Councillor, Member
- Jim Ferguson, Councillor Township of Southgate, Member

Staff Members Present:

- Brooke Lambert, Chief Administrative Officer
- Tom Bowden, Recreation Services Manager
- Tasha Grafos, Community Recreation Coordinator
- Jessica Turnbull, Administrative Support

Guests:

Robin Sharpe

Calling to Order
Chair McCabe called the meeting to order at 4:00 p.m.
Adoption of Agenda
RESOLUTION RPL 2023-023 Moved by Member Ferguson Seconded by Member Renken THAT the agenda for the June 6, 2023 Township of Wellington North Recreation, Parks, and Leisure Committee meeting be accepted and passed. CARRIED
Disclosure of Pecuniary Interest
None
Deputation
Robin Sharpe, Roller Skating RESOLUTION RPL 2023-024 Moved by Member Renken Seconded by Member Ferguson THAT the Recreation, Parks and Leisure Committee receive for information the deputation from Robin Sharpe, roller skating advocate. Schedule A CARRIED Ms. Sharpe hopes to implement a roller-skating program in Mount Forest. In the past she has worked with the company Retro Rollers through the Fireworks Festival. Retro

Rollers previously offered a rent to own program, however that is no longer the case. Instead, they offer only a direct purchase option. The suggestion is to get 100 pairs of roller skates at a price of \$29,000. Ms. Sharpe stated that she felt that the potential for this investment could be recouped within 2 years.

Ms. Sharpe mentioned that the town of Clifford may be interested in renting the skates in the winter as they do not put their ice in their arena anymore.

Member Ferguson mentioned the town of Neustadt currently offers roller skating and it is very popular. Ms. Sharpe added the town averages 100 people on Friday nights.

Ms. Sharpe put out a poll on a local social media page that had over 100 people responding that weekend or weekday evenings would be preferred if the program were to be offered.

The CAO suggested a pilot program within the Township to test the interest of our population, adding that before making the investment, the township would want to make sure there is a market for it. Ms. Sharpe added the Fireworks Festival had a minimum of 30-40 skaters on at all times for 4 hours.

Member Renken asked if the program would be only offered in the summer when there is no ice in. Ms. Sharpe explained the township could look to loan the skates to Clifford over the winter months.

Ms. Sharpe discussed the Retro Rollers can offer a maintenance program on each of the skates annually with inspections and adjustments however wear and tear would be the responsibility of the township to maintain. Training manuals and proper care instructions are all offered through this company as well.

Chair McCabe would like to know of the times available in Arthur and Mount Forest and if acquiring sponsors for it would be suitable. Additionally chair McCabe asked if disinfection would be similar to that of bowling. Ms. Sharpe explained that yes there would be the use of a spray for disinfecting but is not sure of the cost.

The skates would be offered in different sizes for men, women and kids ranging from Jr 6 – Men's 15

Member Ferguson asked if the program would allow roller bladers in. Ms Sharpe mentioned it would be up to the township to set up the rules for the skating program.

The CAO suggested staff take away the information presented and review the needs for this type of program, the staffing impacts and availability and put together an outline for council's consideration and what some of the details and budget implications are.

Ms. Sharpe added the program would be similar to public skating where the township offered the facility and would take in an admission and rental fee. There are going to be people who bring their own skates as well. Neustadt charges a \$4.00 entry fee and \$2.00 rental fee.

Minutes of Previous Meeting – April 17, 2023
<p>RESOLUTION RPL 2023-025</p> <p>Moved by Member Ferguson Seconded by Member Renken</p> <p>THAT the Recreation, Parks and Leisure Committee receive for information the minutes of the April 4, 2023 Committee Meeting.</p> <p>CARRIED</p>
Business Arising From Minutes
None
Ad Hoc Committee Updates – Approved at Meeting of Council May 8, 2023
<p>Mount Forest Aquatics Ad-Hoc Advisory Committee Minutes of April 25, 2023</p> <p>RESOLUTION RPL 2023-026</p> <p>Moved by Member Renken Seconded by Member Ferguson</p> <p>THAT the Recreation, Parks and Leisure Committee receive for information Report RPL 2023- 022 being a report on the updates to the aquatics programming and staffing.</p> <p>CARRIED</p>
Reports
<p>OPS 2023-022 RPL Aquatics Update</p> <p>RESOLUTION RPL 2023-027</p> <p>Moved by Member Renken Seconded by Member Ferguson</p> <p>THAT the Recreation, Parks and Leisure Committee receive for information Report RPL 2023- 022 being a report on the updates to the aquatics programming and staffing.</p> <p>CARRIED</p> <p>The CRC announced that the Arthur Pool opened on June 5th, nearly a month early than in the recent past. There is a modified schedule for the month of June to accommodate school swimming and bronze courses.</p> <p>The reasoning behind opening early, the CRC explained, was to primarily to attract new recruits for a lifeguarding career path, in response to a shortage of lifeguards nationwide, and to offer the opportunity to schools to participate in the Swim to Survive program and for general school usage.</p>

Opening early also added two more sessions of swimming lessons and a weekly option on Saturdays from June 24 – August 26. This season we have seven sessions of swimming lessons and 2 sessions of Bronze Programming.

There are 29 kids registered in Session 1, with 11 different swimming lessons happening from 3:30 – 5pm.

The Aquatics Program Coordinator reached out to all local schools – from this there are 5 different schools taking part in the school swimming.

Starting in July, there is a new program called the Community Swim. This is something that we will update the calendar with weekly – as it may not always be open to the general public. Some weeks this will be allocated to community groups or day camp usage. Other weeks it will be the general public - themed swims, games, etc. This will happen on Tuesdays from 10am – 11am

This year the pool will also be open for longer hours. Starting in July, the pool will be open 7am – 8pm Mondays, Wednesdays and Fridays, Tuesdays and Thursdays 9am – 8pm and Saturdays 10:30 – 5.

The CRC spoke of the public swim sponsorships, stating that so far, every public swim on Saturdays for the 2023 season has been sponsored.

On opening day of the pool, there were 56 users enjoying the pool. 31 between family swim and public swim and 25 participants for lessons.

OPS 2023-021 RPL Corkage

RESOLUTION RPL 2023-028

Moved by Member Renken

Seconded by Member Ferguson

THAT the Recreation, Parks and Leisure Committee receive for information Report OPS 2023-021 Supplying of Corkage to Renters, being a report on the use of corkage in our Facilities;

And further that the committee approve the cancellation of the practice of supplying corkage in our Township facilities.

CARRIED

RSM discussed corkage which consists of bags of ice, 7 oz cups, 14 oz cups, wrist bands, and 2-liter bottles of pop. It is supplied for renters with a Special Occasion Permit (Liquor License). Cups are increasing in costs and are a single use plastic.

The township has never generated profit from this practice and with the Federal governments banning the use of single use plastics (like our cups) this service will be impossible to continue.

Large brewers are already selling mixed drinks in cans in preparation for the loss of plastic cups. Corkage was removed at outdoor facilities now asking to remove from the alcohol policy and stop the practice.

Items for Consideration

Lindsay Smith, Roller Derby

Ms. Smith has advised Township Staff that Roller Derby wishes to withdraw their asks from Townships assistance with Roller Derby in Wellington North.

The CRC received a Text from Lindsay, and the group has pulled back on expanding into Mount Forest at this time.

Day Camp Staff

The CRC discussed summer camp in both Arthur and Mount Forest. Two site leaders started May 8th and the assistant site leaders started June 5th.

Staff are busy scheduling trips, some of which include Mapleton Organics Farm and the Arthur pool.

Sponsorships have been acquired equaling \$4000 to pay for the trips, craft supplies and furniture.

Roundtable

Member Renken brought up the Agricultural Society buildings at the fairgrounds and wondered about the possibility of using one of them for wheelchair accessible sports knowing that many upgrades would be needed.

Member Renken would like to know what the availability is for having such a team and the need for it as well as the use for roller derby and other programs.

RSM mentioned that there hasn't been much thought about it as the Township doesn't acquire them until March 31st, 2024. The initial thought was to use them for storage for parks vehicles and equipment. One building does have water, there is no solid floor in them and no insulation, they are just a steel barn building.

Chair McCabe suggested putting the agricultural Society buildings on the back burner until the Township has possession of them.

Member Renken inquired about having an agreement between the township and the school board where the tennis court at the high school could be utilized by residents.

The CRC has spoken to some community members about the use of the tennis courts for pickleball and there were concerns about the conditions of the courts and this should be considered before entering into an agreement.

The RSM revealed the splash pads opened June 1st and are being well used! The RSM told the committee that the Owen Sound Attack are looking for a town to host an exhibition game on September 20th, 2023 and that the Township had applied for the opportunity. In an email that came out on June 6, 2023, it was announced that the Mount Forest & District Sports Complex is one of three venues being considered. The organization will conduct site visits and will then make their selection. Minor hockey and the Patriots are both on board for this venture.

Adjournment

RESOLUTION RPL 2023-029

Moved by Member Renken

Seconded by Member Ferguson

THAT the Township of Wellington North Recreation, Parks and Leisure Committee meeting of June 6, 2023, be adjourned at 4:55 p.m.

CARRIED



**PLANNING REPORT
for the TOWNSHIP OF WELLINGTON NORTH**

Prepared by the County of Wellington Planning and Development Department

DATE: June 5th, 2023
TO: Darren Jones, C.B.O.
 Township of Wellington North
FROM: Matthieu Daoust, Senior Planner
 County of Wellington
SUBJECT: **Draft Plan of Subdivision - 23T-22006**
VED Homes
Part Park Lot 3, South of Domville St, Arthur

The purpose of this report is to provide the Township with an overview of the above referenced proposed draft plan of subdivision 23T-22006 and seek Council endorsement.

LOCATION

The property subject to the proposed amendment is described as Part Park Lot 3, South of Domville St, Geographic Town of Arthur. The subject property is 0.984 ha (2.43 ac) in size and is currently vacant. The location of the property is shown on Figure 1.

DRAFT PLAN OF SUBDIVISION

A draft plan of subdivision was filed with the County of Wellington (23T-22006). The applicant is proposing 14 street townhouses and 20 cluster townhouse units. The draft plan of subdivision proposed to create four blocks for the proposed townhouse development with a private street. The proposed development will include the extension/construction of Adelaide Street. As a result of recent legislative changes, namely Bill 23, Subdivisions no longer require a public meeting.



Figure 1. 2020 aerial photo.

ZONING BY-LAW AMENDMENT

On February 21st, 2023, a public meeting was held before Council to get an overview of the proposal and give an opportunity to the public and Council to provide comments. As a result of the statutory public meeting, some amendments were made to the plan and a recommendation report and associated By-law was brought to Council on May 8th, 2023. The site-specific amendment was approved at that same Council meeting.

Figure 2. Draft Plan of Subdivision 23T-22006

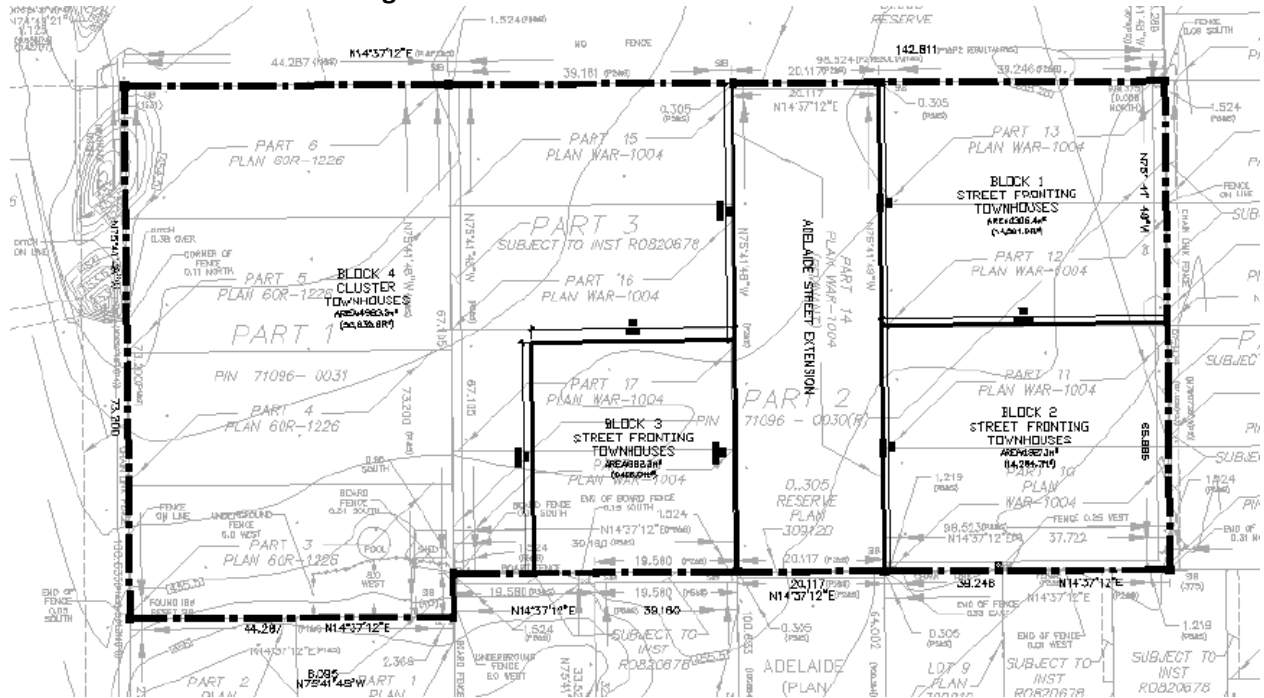


Table 1: Land Use Schedule

Land Use	Lots/Blocks	Units	Area (Ha.)
Street Townhouses	1	5	0.1306
Street Townhouses	2	5	0.1327
Street Townhouses	3	4	0.0882
Cluster Townhouses	4	20	0.4983
20m Right of Way			0.135
TOTAL UNITS/AREA		34	0.9848

CIRCULATION

The County of Wellington has circulated the proposed draft plan of subdivision 23T-22006 to the Township and agencies for comments. Comments have been reviewed from the following agencies:

Agency	Position	Comments
Bell	No objection	In comments dated February 3, 2023, Bell indicated that conditions of draft approval include measures be in place to convey any necessary easements.
Enbridge	No objection	In comments dated February 1, 2023, Enbridge indicated that conditions of draft approval include measures be in place to convey any necessary easements.
Source Water Protection	No objection	No additional comments.
Upper Grand District School Board (UGDSB)	No objection	In comments dated February 21, 2023, UGDSB has provided a list of standard conditions and does not object to the proposed development.

Comments from the Wellington North Power, Hydro One, Ontario Power Generation, Canada Post, Wellington Catholic District School Board, and the French Catholic School Board have not been received at time of the writing of these comments.

CONDITIONS OF DRAFT PLAN APPROVAL

Planning Staff have been working with Township Staff and the Township Engineer to prepare final conditions of draft approval for the Township. These conditions address Township requirements financial and otherwise. The applicant/developer will have to satisfy these conditions and obtain sign off/clearance from the Township prior to the County granting final approval to the subdivision.

A list of all the proposed Township (see conditions 1-16) and agency conditions (see conditions 17-38) are attached to this report as **Schedule 2**. The proposed draft conditions may be subject to further revision prior to final approval being granted by the County of Wellington.

DRAINAGE

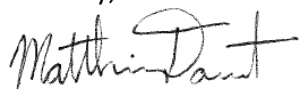
As it relates to drainage on the site and the neighboring properties at 303 & 305 Domville St. drainage will be thoroughly reviewed through the detailed design phase by the Townships Engineer. Township Staff have also confirmed a rear yard stormwater collection system will be required for Blocks 1 and 2 which will be secured through site plan approval. Furthermore, a condition of draft approval has been added to ensure any drainage issues are addressed to the Townships satisfaction.

NEXT STEPS

If Council supports the proposed subdivision, the next steps include forwarding Council's decision to the County Planning Director. If draft approval is granted by the County, then the Township can proceed with developing a subdivision agreement.

I trust that the above comments will assist Council in this matter.

Sincerely,

A handwritten signature in black ink that reads "Matthieu Daoust". The signature is written in a cursive, flowing style.

Matthieu Daoust, RPP MCIP
Senior Planner

Schedule 2: Conditions of Draft Approval

**THE CORPORATION OF THE COUNTY OF WELLINGTON
DECISION OF THE CORPORATION OF THE COUNTY OF WELLINGTON**

With respect to an application by 2786713 Ontario Inc. o/a VED Homes pursuant to the provisions of Section 51 of the Planning Act, R.S.O. 1990 as amended for approval of a plan of subdivision, being Part of Park Lot 3, S/S Domville St, Crown Survey, Arthur Village, Township of Wellington North in the County of Wellington. The Corporation of the County of Wellington has granted draft approval to this draft plan of subdivision subject to the following conditions of draft approval:

**CONDITIONS OF APPROVAL FOR
DRAFT PLAN OF SUBDIVISION 23T-22006**

No. Condition

- 1 THAT this draft approval applies to the draft plan, County of Wellington File No. 23T-22006, as dated October 12, 2022, prepared by Patterson Planning Consultants Inc., and boundary certified by Greg Ford, OLS, and showing 34 residential units being Street Townhouses Blocks 1, 2 and 3 (14 units) and Cluster Townhouses, Block 4 (20 units with Adelaide Street Extension (0.135 ha) the total land area being 0.9848 ha.
- 2 THAT the plan proposed for registration for any phase within the subdivision shall be reviewed and accepted by the Township of Wellington North prior to the County of Wellington's granting final approval of such plan or phases.
- 3 THAT the street(s) shown and any reserves in this draft plan shall be dedicated to the Township of Wellington North. They shall be named to the satisfaction of the Township of Wellington and where those streets are not extensions of existing streets that such new street names shall not be duplicates in spelling or phonetic sounding of street names elsewhere in the County of Wellington.
- 4 THAT such easements, conveyances, and/or agreements as may be required for servicing, access, utility or drainage purposes shall be granted to the appropriate authority.
- 5 THAT prior to final approval by the County of Wellington, the County of Wellington is to be advised by the Township of Wellington North that appropriate zoning is in effect for this proposed subdivision.
- 6 THAT the Owner enter into a subdivision agreement with the Township of Wellington North for the purposes of satisfying all the requirements of the Township, financial and otherwise including but not limited to the provision of roads, signage and the installation of municipal services, the planting and preservation of trees, and stormwater management and drainage. The agreement shall be registered against the lands to which it applies; and that a copy of the subdivision agreement as registered be filed with the County. The scope and extent of the items identified below will be further materialized at the detailed design phase in Consultation with the Township of Wellington North. Without limiting the generality of the foregoing, the agreement shall contain wording to the satisfaction of the Township of Wellington North that addresses the following matters:

- a) Contain phasing arrangements acceptable to the Township of Wellington North.
 - b) Contain provisions whereby the Owner shall prepare and implement a construction traffic access and control plan for all phases of servicing and building construction to the satisfaction of the Township of Wellington North and include provisions that all damage or maintenance required to surrounding streets as a result of such traffic shall be at the Owner's cost.
 - c) Provide for the installation of a piped water supply system and a piped waste water collection system, subject to the approval of the Ministry of the Environment, Conservation and Parks, and furthermore, shall provide for the Township of Wellington North to assume ownership and operation of the system.
 - d) Contain wording to the effect that all agreements of purchase and sale shall contain wording advising that all persons who make first purchases of land within the plan of subdivision after final approval of the subdivision plan, are informed when land is transferred, of all the development charges related to this development.
 - e) Contain provisions to address the provision of adequate sidewalks, lighting and snow removal and which are satisfactory to the Upper Grand District School Board and to the Township of Wellington North in respect of the means whereby the children can walk safely to school or to school bus "student collection areas".
 - f) Provide for the submission, to the satisfaction and approval of the Township of Wellington North, of design drawings and supporting information to address the requirements of the proposed development including roads, boulevards, pedestrian access, municipal servicing, drainage/SWM, utilities, landscaping/tree preservation, signage, external works required to support the development, and any other requirement of approval agencies.
 - g) That prior to the initiation of any site grading or servicing and prior to final approval, the owner must submit updated and final detailed hydrogeological and geotechnical investigation reports for the site prepared by qualified Engineers to the satisfaction of the Township. The reports shall provide an assessment of proposed groundwater recharge mitigative measures on the identified seeps and on the lot buildings and structures. The reports shall provide an assessment of groundwater levels as well as establishing design high groundwater elevations on a lot by lot basis. The recommended high groundwater elevation for each lot is intended to ensure a minimum vertical separation from the underside of the proposed footing elevation to the seasonal high groundwater elevation at a given lot of 0.3m. Proposed lot grading plans for the development shall provide the minimum recommended separation on all lots. The geotechnical report shall establish the structural fill requirements on a lot by lot basis which shall be incorporated on detailed lot grading plans.
 - h) That the Owner provides for the implementation of the recommendations outlined in the final Traffic Impact Study and any additional requirements that may result from updates to the Study through the detailed design process.
 - i) That the Owner agrees to design and the construction of the Adelaide Street extension, including the Conestoga Street upgrades. This will include full urban roadway standards, sidewalk (Adelaide and Conestoga St), intersection upgrades, and servicing to the satisfaction of the Township of Wellington North.
- 7 THAT prior to final approval and registration of any phase of the plan, the Township of Wellington North shall confirm to the satisfaction of the County of Wellington that an adequate water supply and sewage capacity is available and has been allocated for the applicable plan or phase.
- 8 THAT the owner shall make satisfactory arrangements with the appropriate provider of telephone, natural gas, cable television and other utilities for the provision of such services to this plan of subdivision to the satisfaction of the Township of Wellington North.
- 9 THAT a Holding (H) Provision shall be put in place on lands, or part thereof, to the satisfaction of the Township of Wellington North which will not permit the issuance of building permits until

- the following matters have been addressed to the satisfaction of Council:
- a) Municipal water and sewage servicing including sufficient reserve capacity is or will be made available to the land and which has been allocated by the Township of Wellington North for this development, or part thereof.
 - b) Stormwater management issues have been adequately addressed;
 - c) A detailed engineering design has been approved and the necessary development agreement(s) have been entered into with the Township of Wellington North.
- 10 THAT the Owner provide a letter of understanding to the satisfaction of the Township of Wellington North confirming roles/responsibilities /cost sharing agreed upon for the completion of the design and construction of Adelaide Street and Conestoga Street upgrading.
 - 11 THAT the Owner provides a written letter of notification of work to the adjacent property owners, if connecting into the existing storm sewer system that is within the municipal storm easement on the adjacent property to the west of the development. The Owner is to further provide a written communication that the neighbouring property owners are satisfied with the restoration work on their property to the satisfaction of the Township of Wellington North.
 - 12 THAT the Owner shall provide in their detailed design appropriate drainage solutions for surface water on adjacent properties that may be impacted by the grading of the development, to the satisfaction of the Township of Wellington North.
 - 13 THAT the owner/developer provide to Union the necessary easements and/or agreements required by Union for the provision of gas services for this project, in a form satisfactory to Enbridge
 - 14 THAT the Owner acknowledges and agrees to convey any easement(s) as deemed necessary by Bell Canada to service this new development. The Owner further agrees and acknowledges to convey such easements at no cost to Bell Canada; and further, the Owner agrees that should any conflict arise with existing Bell Canada facilities where a current and valid easement exists within the subject area, the Owner shall be responsible for the relocation of any such facilities or easements at their own cost.
 - 15 THAT prior to final approval, the Owner/Developer shall provide written confirmation from an authorized service provider that communication/telecommunication facilities will be provided within the proposed development to enable at a minimum the delivery of communication/telecommunication services for emergency management services (i.e. 9-1-1 Emergency) in accordance with CRTC requirements.
 - 16 THAT the Owner/Developer satisfy the Upper Grand District School Board subject to the following conditions:
 - That Education Development Charges shall be collected prior to the issuance of a building permit(s).
 - That the developer shall agree, upon registration of the plan, to provide the Upper Grand District School Board with a digital file of the plan of subdivision in either ARC/INFO export or DWG format containing parcel fabric and street network.
 - That the developer shall agree in the subdivision agreement that adequate sidewalks, lighting, and snow removal (on sidewalks and walkways) will be provided to allow children to walk safely to school or to a designated bus pickup point.
 - That the developer shall supply, erect, and maintain a sign (at its expense and according to the Board's specifications) affixed to the permanent development sign advising prospective residents about schools in the area.

- That the developer shall agree in the subdivision agreement to advise all purchasers of residential units and/or renters of same, by inserting the following clause in all offers of Purchase and Sale/Lease: “In order to limit liability, public school buses operated by the Service de transport de Wellington-Dufferin Student Transportation Services (STWDSTS), or its assigns or successors, will not travel on privately owned or maintained right-of-ways to pick up students, and potential busing students will be required to meet the bus at a congregated bus pick-up point.”
- 17 THAT the Owner shall provide to the County of Wellington an AUTOCAD “dwg” digital file of the final plan to be registered.
 - 18 THAT the Owner's surveyor provides to the County of Wellington a copy of the deposited Reference Plan submitted to the Land Registry/Titles Office for Wellington (No. 61) for “First Registration Under the Land Titles Act, R.S.O. 1990, c.L.5”.
 - 19 THAT the Owner’s surveyor shall provide to the County of Wellington a written undertaking to provide to the County of Wellington a mylar, 2 white prints and electronic version of the final plan of condominium as registered in the Land Titles Office for Wellington (No. 61) should such documents not be forwarded to the County of Wellington by the local Land Registrar’s office after registration of the plan.
 - 20 THAT the Owner have prepared by an Ontario Land Surveyor a final plan in accordance with the Surveys Act, and with the Registry Act or the Land Titles Act, as the case may be and have provided that plan (being 2 mylars and 4 white prints) to the Director of Planning and Development for the County of Wellington prior to the lapsing date.
 - 21 THAT if final approval is not given to this draft plan No. 23T-22006 within five years of draft approval and if no extensions have been granted pursuant to subsection 51(33) of the Planning Act, draft approval shall lapse under subsection 51(32) of the Planning Act, R.S.O. 1990. If an extension is being requested, a written explanation together with a resolution from the Township of Wellington North must be received by the Director of Planning for the County of Wellington prior to the lapsing date of _____.
 - 22 THAT the County of Wellington be advised in writing by the Township of Wellington North that conditions 2 to 12 (inclusive) have been satisfied.
 - 23 THAT the County of Wellington be advised in writing by Enbridge Gas that condition 13 has been satisfied.
 - 24 THAT the County of Wellington be advised in writing by the telecommunication provider that condition 14 and 15 has been satisfied.
 - 25 THAT the County of Wellington be advised in writing by the Upper Grand District School Board that condition 16 has been satisfied.
 - 26 THAT the Owner/Developer remit to the County of Wellington the applicable final approval fee when the final plan is being presented to the County of Wellington for the County’s consideration for final plan approval.

1. It is the applicant's responsibility to fulfill the conditions of draft approval and to ensure that the required clearance letters are forwarded by the appropriate agencies to the County of Wellington, quoting the County plan of subdivision file number (23T-20203).
2. Clearances are required from the following agencies:

Township of Wellington North
Enbridge Gas
Bell/Telecommunication Provider
Upper Grand District School Board

If the agency condition relates to a condition(s) in the subdivision agreement, a copy of the subdivision agreement should be sent to them. This will expedite the clearance of the final plan.

3. The costs of any relocations or revisions to Hydro facilities which are necessary to accommodate this subdivision will be borne by the developer.
4. An electrical distribution line operating at below 50,000 volts might be located within the area affected by this development or abutting this development. Section 186 - Proximity - of the Regulations for Construction Projects in the *Occupational Health and Safety Act*, requires that no object be brought closer than 3 metres (10 feet) to the energized conductor. It is the proponent's responsibility to be aware, and to make all personnel on site aware, that all equipment and personnel must come no closer than the distance specified in the Act. They should also be aware that the electrical conductors can raise and lower without warning, depending on the electrical demand placed on the line. Warning signs should be posted on the wood poles supporting the conductors stating "DANGER - Overhead Electrical Wires" in all locations where personnel and construction vehicles might come in close proximity to the conductors.
5. The Owner is advised to contact Bell Canada at planninganddevelopment@bell.ca during the detailed utility design stage to confirm the provision of communication/telecommunication infrastructure needed to service the development.
6. It shall be noted that it is the responsibility of the Owner to provide entrance/service duct(s) from Bell Canada's existing network infrastructure to service this development. In the event that not such network infrastructure exists, in accordance with the Bell Canada Act, the Owner may be required to pay for the extension of such network infrastructure.
7. If the Owner elects not to pay for the above noted connection, Bell Canada may decide not to provide service to this development.
8. Measurements in final plans may be presented in metric or imperial units of measurement.
9. The final plan approved by the County of Wellington must be registered within 30 days of final approval or the County of Wellington may withdraw its approval under subsection 51(59) of the Planning Act, R.S.O. 1990 as amended.
10. The Developer is hereby advised that prior to commencing any work within the Plan, the Developer must confirm that sufficient wire-line communication/telecommunication infrastructure is currently available within the proposed development to provide communication/ telecommunication service to the proposed development. In the event that such infrastructure is not available, the Developer is hereby advised that the

Developer may be required to pay for the connection to and/or extension of the existing communication/telecommunication infrastructure, the Developer shall be required to demonstrate to the municipality that sufficient alternative communication/telecommunication facilities are available within the proposed development to enable, at a minimum, the effective delivery of communication/telecommunication services for emergency management services (i.e. 911 Emergency).

11. Payment of clearance letter fees may be required from the clearing agencies before the clearance letter is issued. Please contact the appropriate agency for information in this matter.



Staff Report

To: Mayor and Members of Council Meeting of June 19, 2023

From: Tammy Pringle, Development Clerk

Subject: **DC 2023-023, MAPLE HILL ESTATES INC. AMENDING DEVELOPMENT AGREEMENT, PART OF PARK LOTS 1 AND 2 SOUTH OF CLYDE STREET PLAN MOUNT FOREST MOUNT FOREST, PART 6, 61R21657; TOWNSHIP OF WELLINGTON NORTH**

RECOMMENDATION

THAT the Council of the Corporation of the Township of Wellington North receive Report DC 2023-023 being a report on an amending development agreement for Maple Hill Estates Inc.;

AND FURTHER THAT Council authorize the Mayor and Clerk to sign the by-law to amend By-law 030-22 in the form, or substantially the same form as the draft Agreement, with Maple Hill Estates Inc.

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

- By-law 030-22** Authorizing the Execution of a Development Agreement with Maple Hill Estates (February 22, 2022)
- Council Resolution 2020-372** B85-20 & B86-20 Consent Applications Reports DC 2020-035 & DC 2020-036 (December 14, 2020)
- By-law 035-19** Authorizing the Execution of a Development Agreement with Maple Hill Estates (April 8, 2019)

BACKGROUND

Subject Lands
The property is located in the Town of Mount Forest, with access on Oxford Street. The subject lands are in the south east quadrant of the town and are legally known as PART OF PARK LOTS 1 AND 2 SOUTH OF CLYDE STREET PLAN MOUNT FOREST MOUNT FOREST, PART 6, 61R21657; TOWNSHIP OF WELLINGTON NORTH.

The Proposal
The Owner has applied for a Lot Line Adjustment (B85-20) and Severance (B86-20), that were granted provisional consent by the Wellington County Land Division Committee on December 15th, 2021.

The consent applications will create two (2) residential lots with a third portion of the lands to be added to an adjacent residential lot.

The required amendment to the Development Agreement dated February 22, 2022 By-law 030-22 is the result of the owner not being able to secure an appropriate stormwater outlet as designed in the original proposal. The Amending Agreement specifies an acceptable alternate solution.

Existing Policy Framework

The subject lands are designated R1A Unserviced Residential Zone in the Township of Wellington North Zoning By-Law 66-01 and Residential Designation in the County of Wellington Official Plan.

COMMENTS AND ANALYSIS

The applicant has satisfied staff that this proposed development will be constructed in a manner that is consistent with municipal standards and best practices. A copy of the agreement is with the by-law in this agenda.

COMMUNICATION PLAN

The executed development agreement will be forwarded to the Township's solicitor for registration.

FINANCIAL CONSIDERATIONS

This proposal has no financial impact on the municipality as the Owner has provided securities and deposits to ensure all of the Works will be completed.

ATTACHMENTS

A. Location Map

Amending Development Agreement: with by-law in this agenda

STRATEGIC PLAN 2019 - 2022

Do the report's recommendations align with our Strategic Areas of Focus?

Yes No N/A

Which priority does this report support?

Modernization and Efficiency Partnerships
 Municipal Infrastructure Alignment and Integration

Prepared By:	Tammy Pringle, Development Clerk	<i>Tammy Pringle</i>
Recommended By:	Brooke Lambert, Chief Administrative Officer	<i>Brooke Lambert</i>

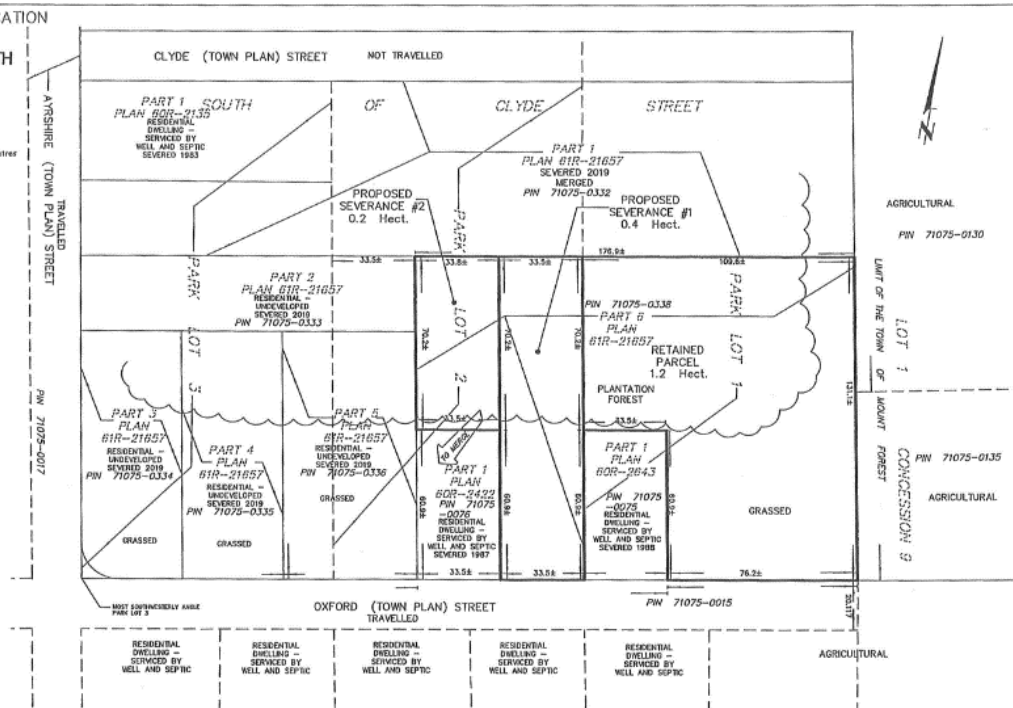
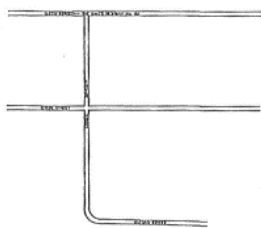
SCHEDULE A – Location Map



SKETCH FOR SEVERANCE APPLICATION
(TOWN OF MOUNT FOREST)
TOWNSHIP OF WELLINGTON NORTH
COUNTY OF WELLINGTON
WILSON-FORD

Scale 1 : 1250
0 37.5 75 112.5 150 187.5 225 262.5 300 Metres

KEY PLAN:



CAUTION: THIS SKETCH IS NOT A PLAN OF SURVEY AND SHALL NOT BE USED FOR ANY PURPOSE EXCEPT THAT SHOWN IN THE TITLE BLOCK.
© WILSON FORD SURVEYING & ENGINEERING 2020
NO PERSON MAY COPY, REPRODUCE, DISTRIBUTE OR ALTER THIS SKETCH IN WHOLE OR IN PART WITHOUT THE WRITTEN PERMISSION OF WILSON FORD SURVEYING & ENGINEERING.

NOTES:
DIMENSIONS SHOWN HEREON REPRESENT A COMPILATION OF VARIOUS PLANS AND DEEDS AND DO NOT REFLECT THE RESULTS OF AN ACTUAL CURRENT FIELD SURVEY.
C/MC ADDRESS: 550 OXFORD STREET MOUNT FOREST

THIS SKETCH WAS PREPARED FOR MAPLE HILL ESTATES INC. AND THE UNDERSIGNED ACCEPTS NO RESPONSIBILITY FOR USE BY OTHER PARTIES.
2 OCTOBER, 2020
GREG FORD, P.Eng(CIVIL)
ONTARIO LAND SURVEYOR

WILSON - FORD
Surveying & Engineering
130 KING ST. E. Box 294
MOUNT FOREST ON, N0G 2L0
PHONE (519) 233-2451
PROJECT No.: 20-0300 MAPLE HILL ESTATES INC.



Staff Report

To: Mayor and Members of Council Meeting of June 19, 2023

From: Tammy Pringle, Development Clerk

Subject: **DC 2023-024, SEAWAVES HOMES LTD.
DEVELOPMENT AGREEMENT, 260 GORDON STREET**

RECOMMENDATION

THAT the Council of the Corporation of the Township of Wellington North receive Report DC 2023-024 being a report on a development agreement for Seawaves Homes Ltd.;

AND FURTHER THAT Council authorize the Mayor and Clerk to sign the by-law to enter into the agreement in the form, or substantially the same form as the draft Agreement, with Seawaves Homes Ltd.

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

A02/19 Minor Variance (Notice of no appeals dated April 30, 2019)

Resolution 2021-008 Sewage Allocation (January 11, 2021)

By-law 042-21 Authorization of Sewage Allocation Agreement (April 12, 2021)

BACKGROUND

Subject Lands

The property is located in the Village of Arthur. The subject lands are in the north east quadrant of the village with a civic address of 260 Gordon Street. The land holding is approximately 2.8 acres and is legally known as PARK LOT 52, PARK LOT 54 AND PARK LOT 56, JUDGE MACDONALD'S SURVEY; VILLAGE OF ARTHUR; TOWNSHIP OF WELLINGTON NORTH.

The Proposal

The Owner has applied for a Development Agreement from the Township to construct a 37 unit townhouse development on the subject lands. This project will include site servicing, grading, erosion control, landscaping and internal private streets, private services and private stormwater management.

The proposal calls for the construction of Gordon Street from Eliza Street to Anderson Avenue, construction of a portion of Anderson Avenue as a service road and service extension on Anderson Avenue from Farrell Lane to Gordon Street.

Existing Policy Framework

The subject lands are designated (H) R3 High Density Residential Zone, with a Holding Provision, in the Township of Wellington North Zoning By-Law 66-01 and Residential Designation in the County of Wellington Official Plan.

Sewage allocation was approved for this development, by resolution of Council, on January 11th, 2021 and a Sewage Allocation Agreement was entered into on April 12th, 2021.

COMMENTS AND ANALYSIS

The applicant has satisfied staff that this proposed development will be constructed in a manner that is consistent with municipal standards and best practices. A copy of the agreement is attached.

COMMUNICATION PLAN

The executed site plan agreement will be forwarded to the Township's solicitor for registration.

FINANCIAL CONSIDERATIONS

This proposal has no financial impact on the municipality as the Owner will provide securities and deposits to ensure all of the Works will be completed.

The Developer will be constructing \$895,078.34 of external works and the Townships contribution is \$60,913.22.

ATTACHMENTS

A. Location Map

Development Agreement with by-law in this agenda.

STRATEGIC PLAN 2019 - 2022

Do the report's recommendations align with our Strategic Areas of Focus?

Yes

No

N/A

Which priority does this report support?

Modernization and Efficiency

Partnerships

Municipal Infrastructure

Alignment and Integration

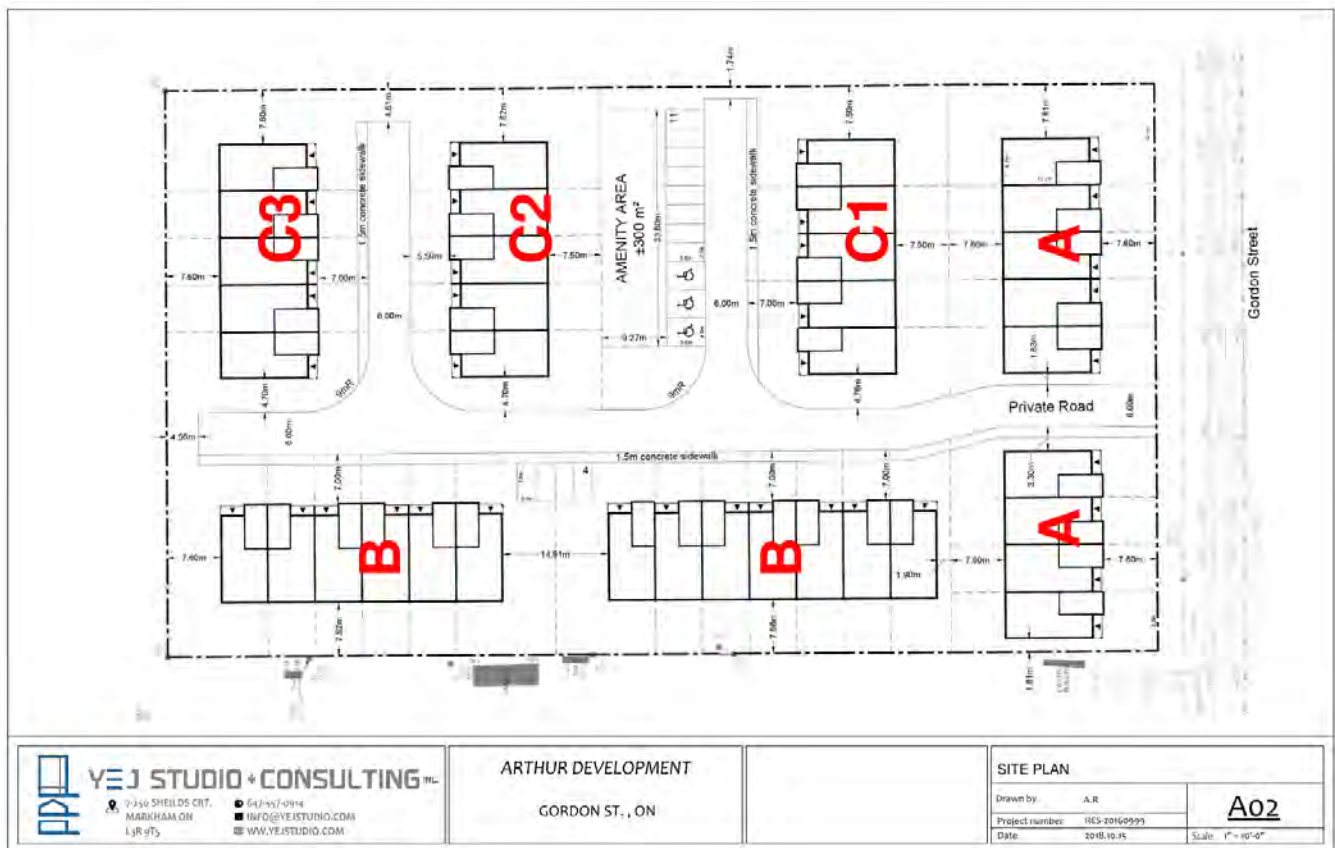
Prepared By: Tammy Pringle, Development Clerk

Tammy Pringle

Recommended By: Brooke Lambert, Chief Administrative Officer

Brooke Lambert

SCHEDULE A – Location Map



YEJ STUDIO + CONSULTING INC.
 7-750 SHEILD'S CRT.
 MARKHAM ON
 L3R 9T5
 647-557-0914
 INFO@YEJSTUDIO.COM
 WWW.YEJSTUDIO.COM

ARTHUR DEVELOPMENT
 GORDON ST., ON

SITE PLAN	
Drawn by:	A.R
Project number:	RES-20160999
Date:	2018.10.15
A02	
Scale: 1" = 10'-0"	



Staff Report

To: Mayor and Members of Council, Meeting of June 19, 2023

From: Darren Jones, Chief Building Official

Subject: CBO 2023-07 City of Guelph By-law Enforcement Services – 6 Month Extension

RECOMMENDATION

THAT the Council of the Corporation of the Township of Wellington North receive Report CBO 2023-07 being a report on the City of Guelph By-law Enforcement Services – 6 Month Extension;

AND FURTHER THAT the Council of the Township of Wellington North authorizes the Mayor and Clerk to enter into amending agreement to extend By-law 122-21 with the City of Guelph for the purposes of providing By-law Enforcement Services to the Township of Wellington North.

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

1. CBO 2017-08 By-law Enforcement Contract Position
2. CBO 2021-13 Closed Session - City of Guelph By-law Enforcement Services – PILOT
3. CBO 2021-15 – City of Guelph By-law Enforcement Services – PILOT
4. CBO 2022-13 City of Guelph Bylaw Enforcement Services – 6 Month Extension
5. By-law No. 122-21

BACKGROUND

The pilot agreement term ran from January 1, 2022 to December 31, 2022 and was extended for an additional 6 months allowing all parties to assess the success of the collaboration, making changes if needed.

The Township and the City of Guelph have been working on a longer term proposal but continued staff shortages for both corporations have slowed down this process. An additional 6 months will allow staff the time needed to prepare and present a comprehensive proposal.

FINANCIAL CONSIDERATIONS

The 2023 budget was approved with the anticipation that the City of Guelph would continue providing by-law enforcement services.

ATTACHMENTS

1. Service Agreement: with By-law in this agenda.

STRATEGIC PLAN 2019 – 2022

Do the report's recommendations align with our Strategic Areas of Focus?

Yes

No

N/A

Which priority does this report support?

Modernization and Efficiency

Partnerships

Municipal Infrastructure

Alignment and Integration

Prepared By:	Darren Jones, Chief Building Official
Recommended By:	Brooke Lambert, Chief Administrative Officer



WELLINGTON NORTH

SEMPER PORRO

Staff Report

To: Mayor and Members of Council, Meeting of June 19, 2023
From: Darren Jones, Chief Building Official
Subject: CBO 2023-08 Building Permit Review Period Ending May 31, 2023

RECOMMENDATION

THAT the Council of the Corporation of the Township of Wellington North receive Report CBO 2023-08 being the Building Permit Review for the period ending May 31, 2023.

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

1. CBO 2023-06 Building Permit Review Period Ending April 30, 2023
2. CBO 2022-07 Building Permit Review Period Ending May 31, 2022

BACKGROUND

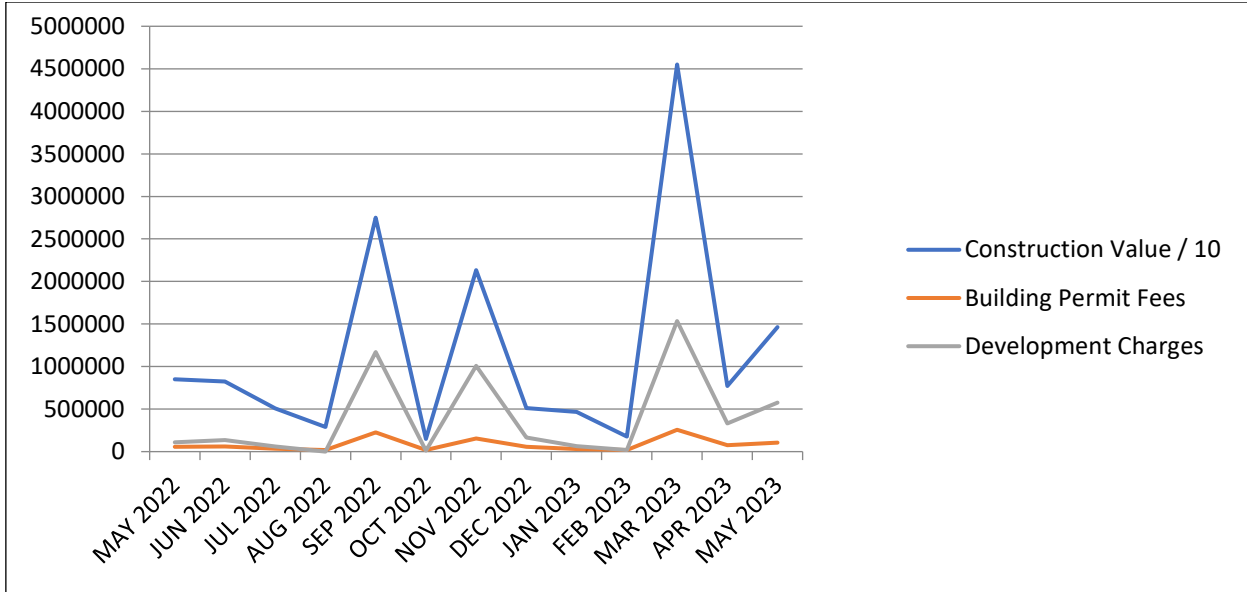
PROJECT DESCRIPTION	PERMITS ISSUED	CONSTRUCTION VALUE	PERMIT FEES	DEVELOPMENT CHARGES
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Single Family Dwelling	9	5,600,000.00	27,000.00	123,648.36
Multi Family Dwelling	6	4,490,000.00	30,800.00	247,647.72
Additions / Renovations	3	189,300.00	2,682.74	0.00
Garages / Sheds	3	55,000.00	1,185.20	0.00
Pool Enclosures / Decks	4	39,500.00	729.00	0.00

Commercial	2	3,030,000.00	26,169.00	198,277.55
Assembly	1	7,700.00	130.00	0.00
Industrial	5	476,000.00	11,486.07	5,347.44
Institutional	2	120,000.00	520.00	0.00
Agricultural	5	560,000.00	4,009.24	0.00
Sewage System	3	55,000.00	1,560.00	0.00
Demolition	1	5,000.00	130.00	0.00

Monthly Total	44	14,627,500.00	106,401.25	574,921.07
Total Year to Date	155	75,253,000.00	493,192.99	2,564,332.27

12 Month Average	34	12,160,725.83	88,283.69	423,492.98
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10 Year Monthly Average	34	6,748,125.00	52,983.65	146,928.66
10 Year, Year to Date Average	106	25,824,934.20	189,015.87	568,262.86

FINANCIAL CONSIDERATIONS

None.

ATTACHMENTS

None.

STRATEGIC PLAN 2019 – 2022

Do the report's recommendations align with our Strategic Areas of Focus?

- Yes
 No
 N/A

Which priority does this report support?

- Modernization and Efficiency
 Partnerships
 Municipal Infrastructure
 Alignment and Integration

Prepared By:	Darren Jones, Chief Building Official
Recommended By:	Brooke Lambert, Chief Administrative Officer



Staff Report

To: Mayor and Members of Council Meeting of June 19th, 2023
From: Dale Small,
Manager, Community and Economic Development
Subject: EDO 2023-013 Community Improvement Program

RECOMMENDATION

THAT Council of the Corporation of the Township of Wellington North receive the Manager, Community & Economic Development Report EDO 2023 – 013 on the Community Improvement Program,

AND FURTHER THAT Council receives the updated Community Improvement Program as presented by Sean Kelly from pl.ural.

AND FURTHER THAT after the 30-day public review period is over the Council of the Corporation of the Township of Wellington North authorize the Mayor and Clerk to sign a by-law to adopt the new Community Improvement Program,

AND FURTHER THAT Council approves the following grants:

- \$2,500 Public Art Grant to the Arthur Chamber of Commerce
- \$2,500 Façade Improvement Grant to Sacred Heart Church in Kenilworth.
- \$1,500 Accessibility Grant to Sacred Heart Church in Kenilworth.
- \$2,500 Façade Improvement Grant to Mount Forest Museum & Archives

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

There have been numerous reports to council on the Township of Wellington North Community Improvement Plan since the program was approved by council in 2011. The ones most relevant to this update were:

- By-law 62-11; August 29th, 2011, which established C.I.P.A. boundaries and financial incentive programs for the communities of Arthur and Mount Forest
- By-law 72-14, Sept 8th, 2014, which extended the C.I.P.A. boundaries and financial incentive programs to include the hamlet of Kenilworth.
- By-law 059-17, August 14th, 2017, which extended CIPA boundaries to include the entire Township well as the addition of three new incentive programs.
- By-law 016-19, February 27th, 2019, which incorporated the Wellington County Invest Well program into our Municipal Community Improvement Program.

BACKGROUND

Wellington North Community Improvement Plan (CIP) Update 2023

Our **Community Improvement Program (CIP)** enables the Municipality to provide grants to individuals, businesses, and organizations who are making improvements to their buildings and property all in an effort to support revitalization and redevelopment activities in our community. Since the program was launched in 2011, 157 applicants have applied for and received funding under the program.

The total dollar value of improvements made in our community, in partnership with these applicants, is conservatively estimated at \$3.2 million. Of this amount 86% has been covered by the applicants with the remaining 14% covered by grants or loans under the Community Improvement Program or the Downtown Revitalization Program.

Our 2023 CIP update continues to provide a framework to encourage the rehabilitation of commercial, industrial, and institutional buildings and their facades, improvement of commercial signage, and redevelopment of vacant and under-utilized properties and buildings. It builds on the initial Wellington North CIP (2011), and subsequent updates in 2014, 2017 and 2019 where expanded CIPAs were introduced, financial incentive programs added as well as the inclusion of County programs.

The Goals of our 2023 CIP have not changed significantly from previous years however with this update we are recommending the program timeframe be extended to 2028. Goals include:

- To provide incentives for businesses, organizations, individuals to enhance their buildings presentation and function to the public.
- To stimulate pride in our urban downtowns, Wellington North hamlets and the Agri-based enterprises found in Wellington North's rural areas.
- To contribute to the overall enhancement of our communities as a place for family friendly business.
- To encourage the revitalization of vacant, underutilized and/or inaccessible properties and buildings.
- To encourage incorporating sustainable improvements that reduce the impact of our built environment to the natural environment.
- To provide a commitment to the applicants with a program timeframe of up to 2028.

Financial Incentive programs proposed in the 2023 Update:

1. **Facade Improvement Loan and Grant Program** Highly popular, this program continues to support facade (building frontage) improvements. Has been expanded to incorporate Blade Signage which became popular during our Downtown Revitalization initiatives in 2018 and continues to receive inquiries.
2. **Tax Increment Equivalent for Rehabilitation and Redevelopment (TIERR) Program** While not as popular from a volume perspective is very supportive in helping to stimulate and promote the rehabilitation of existing buildings and the redevelopment of vacant or under-developed sites. With the County now also offering a similar break on the County portion of the tax bill this

provides a very meaningful incentive to support expansion and redevelopment projects. To date in 2023 two local businesses have reached out inquiring about this program and have/will apply for a TIERR grant this year.

3. **Public Art Grant:** Has been a very popular program in the past and encourages the inclusion of art programming such as mural work, sidewalk art, commemoration, custom site amenities, etc.
4. **Building Conversion and Improvement Grant (New)** While defined as a new program this grant essentially combines four previous incentive programs into one.
 - Accessibility Grant
 - Application Fees & Development Charges Grant
 - Building Conversion/Expansion Grant
 - Building Improvement Grant

This grant assists with improvements to existing buildings, increasing alignment with Building Code, and to provide for safe and usable eligible uses. It can also assist with the conversion of existing unused or underused space into new eligible uses and can assist with planning application fees (e.g., minor variance), building permit fees or development charges. This grant also supports improvements for removal of barriers and increase accessibility in order to meet the Ontario's accessibility laws and standards.

5. **Green Energy Grant (New)** will help promote active and sustainable transportation infrastructure such as bike racks, bike repair stations, EV charging stations, etc. Will also encourage property owners to improve energy efficiency of existing commercial, industrial, or institutional buildings and will support the installation of small-scale renewable energy systems, where applicable.

Sean Kelly, from pl.ural will be attending this evenings council meeting and will provide council with a more detailed overview on the 2023 update to our CIP. Sean will also be available to answer any questions council might have in regard to our Community Improvement Program and request to obtain council's commitment to continue with the program until at least 2028.

<p>Wellington North Community Improvement Plan Grant Applications for approval</p>

The Arthur Chamber of Commerce has submitted a CIP application to assist with the cost of refreshing the entranceway signage at the corner of 109 and 6. The new sign will be identical to the current one which was designed by Mary Schmidt. Under our CIP the applicant is eligible for a \$2,500 Public Art Grant.

Sacred Heart Church in Kenilworth has submitted a CIP application to assist with the cost of installing a vertical lift as well as new entryway doors and openers at the church. Included in these improvements are repairs to the masonry around the doors, repair floor tile at the entrance and touch-up drywall and paint the elevator shaft. These repairs have all been completed and the new lift has been operational for 2 – 3 months. Total costs were in the vicinity of \$60,000.

Typically, we ask for applications to be received before improvements are made as we inform applicants that funding can only be approved by council and if they go ahead with improvements there is no guarantee of CIP funding. Staff do however support this application and recommend that council approve \$2,500 in funding from the Façade Improvement Program and \$1,500 in funding from the Accessibility Grant Program for a total of \$4,000.

Mount Forest Museum and Archives has applied for a Facade Improvement Grant for improvements to their building at Main and Wellington Streets. On top of large renovations to the second-floor new archival storage area, they are in the process of establishing exterior lighting which is a first for the Main Street facade of the building as well as remove, replace, and relocate most of the existing signage. Their intent is to make the building more inviting and noticeable and clearer in its purpose with more visitor friendly signage and better directional signage for accessibility, foot traffic and operational information.

In the application the Museum and Archives thanks the Township who “*did just generously restore and repaint the main doors and railings across the building. We are so very grateful for that huge investment in the building already, but there is still much to do to this architectural anchor of our Main Street.*” Total cost of these improvements is estimated at \$7,000 and staff recommend that council approve a \$2,500 Façade Improvement Grant.

FINANCIAL CONSIDERATIONS

\$35,000 in funding is included in the EDO Operating budget to support Community Improvement Program applications as well as to cover the final \$5,000 payment to SKA pl.ural.

YTD, including these applications, council have approved upwards of \$22,500 in grant funding.

ATTACHMENTS

Attachment A: Community Improvement Plan Update 2023 Final – 2023

Attachment B: Draft By-law

STRATEGIC PLAN 2019 – 2022

Do the report’s recommendations align with our Strategic Areas of Focus?

Yes No N/A

Which priority does this report support?

Modernization and Efficiency Partnerships
 Municipal Infrastructure Alignment and Integration

Prepared By: Dale Small, Economic Development Officer *Dale Small*

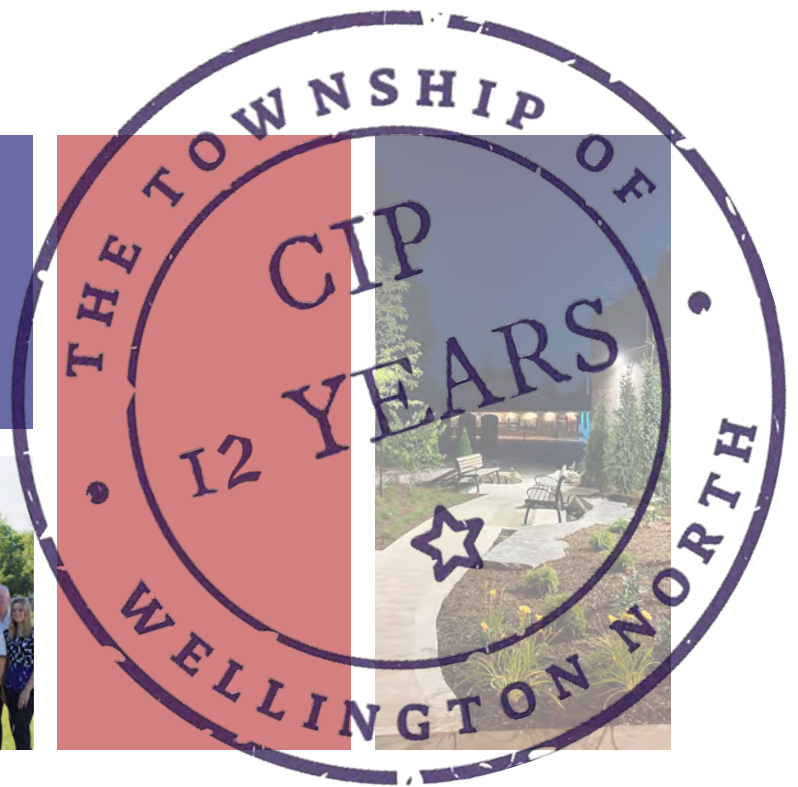
Recommended By: Brooke Lambert, CAO *Brooke Lambert*



WELLINGTON NORTH



Community Improvement Plan Update 2023



Final - 2023



**Participants in the
Township of Wellington North
Community Improvement Plan Update
2023**

Township of Wellington North Economic Development

Dale Small (Economic Development Officer)

Wellington North Community Members

Wellington North Cultural Roundtable

pl.ural

Sean Kelly, Stasia Stempski, Jiaqi Yi



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INTRODUCTION

The Community Improvement Plan provides a framework to encourage the rehabilitation of commercial, industrial and institutional buildings and their facades, improvement of commercial signage, and redevelopment of vacant and under utilized properties and buildings. This update builds on the initial Wellington North CIP (2011), and subsequent updates (2017, 2019) where expanded CIPAs were introduced as well as the inclusion of County programs. The 2023 update celebrates the 12th anniversary of the Wellington North CIP and introduces additional incentive programs for the township.

1.1 INTRODUCTION & SUCCESSES

The Township of Wellington North wishes to amend its 2019 Community Improvement Plan which was updated to include the Wellington County Invest Well program. The 2023 update celebrates the 12th anniversary of the Wellington North CIP and introduces additional incentive programs for the Township. Changes to this CIP have been supported by the Township's Economic Development Office, as well as stakeholder engagement sessions and recommendations from its strategic planning process. They have also been encouraged by the Township in regard to expanding the geographic scope of existing CIP by-laws to support potential disbursement of financial incentives outside settlement areas to the broader Township's boundary.

Over the last 12 years, the Township has implemented a robust CIP program for its communities and has actively collected business-related research and indicators of success. Since 2012, over 150 applications have been received by the Township towards access to its CIP financial support programs. The total dollar value of the overall improvements to date is conservatively estimated to exceed \$3.2 millions. Of this amount:

- \$442,100 has been provided through grants or loans from the CIP;
- Township support has leveraged over \$2.7m for Wellington North business owners and tenants.

The table on the following page, Figure 1.1, describes the support by year for Wellington North's CIP and speaks positively to the success and popularity of the program.

1.2 PURPOSE OF COMMUNITY IMPROVEMENT PLAN UPDATE 2023

An update to the ***Community Improvement Plan (CIP)*** continues the periodic enhancements to the framework for the Township's support and implementation of programs to encourage the maintenance and rehabilitation of commercial, institutional and industrial buildings and spaces, in the Community Improvement Project Areas of the Township. The CIP enhances the role of the Wellington North community as a commercial, administrative and cultural centre. The CIP continues to provide a framework to encourage and support the redevelopment of vacant, underutilized and/or inaccessible properties and buildings. Consistent with the initial CIP for the Township, the Community Improvement Plan process described below takes into account legislative requirements prescribed under sections 17 and 28 of the Planning Act.

Specifically, the purpose of the CIP update is to:

- a) Define an appropriate community improvement project area;
- b) Develop financial incentives to promote private sector investment and redevelopment;
- c) Plan physical improvements within the project area that are designed to lead and stimulate private sector investment and redevelopment.

Figure 1.1 Township CIP Support by Year

YEAR	NUMBER OF APPLICANTS	MUNICIPAL APPROVAL	AMOUNT ADVANCED	APPLICANT CONTRIBUTION	TOTAL \$ VALUE OF IMPROVEMENTS
2012 Totals	4 applicants	\$9,715	\$7,500	\$39,722	\$49,437
2013 Totals	4 applicants	\$11,400	\$10,778	\$18,910	\$30,310
2014 Totals	9 applicants	\$26,195	\$25,247	\$62,098	\$88,293
2015 Totals	7 applicants	\$26,050	\$26,050	\$57,960	\$84,010
2016 Totals	9 applicants	\$20,299	\$18,358	\$61,538	\$81,837
2017 Totals	12 applicants	\$52,757	\$50,257	\$197,305	\$250,062
2018 Totals	11 applicants	\$43,879	\$35,880	\$191,645	\$237,891
2019 Totals	29 applicants	\$88,137	\$65,189	\$534,597	\$622,734
2020 Totals	36 applicants	\$79,132	\$79,132	\$604,769	\$683,901
2021 Totals	17 applicants	\$60,798	\$50,798	\$889,795	\$950,593
2022 Totals	12 applicants	\$21,411	\$17,500	\$61,756	\$83,167
Totals	150 applicants	\$442,100 (13.8%)		\$2,720,095 (86.2%)	\$3,162,195

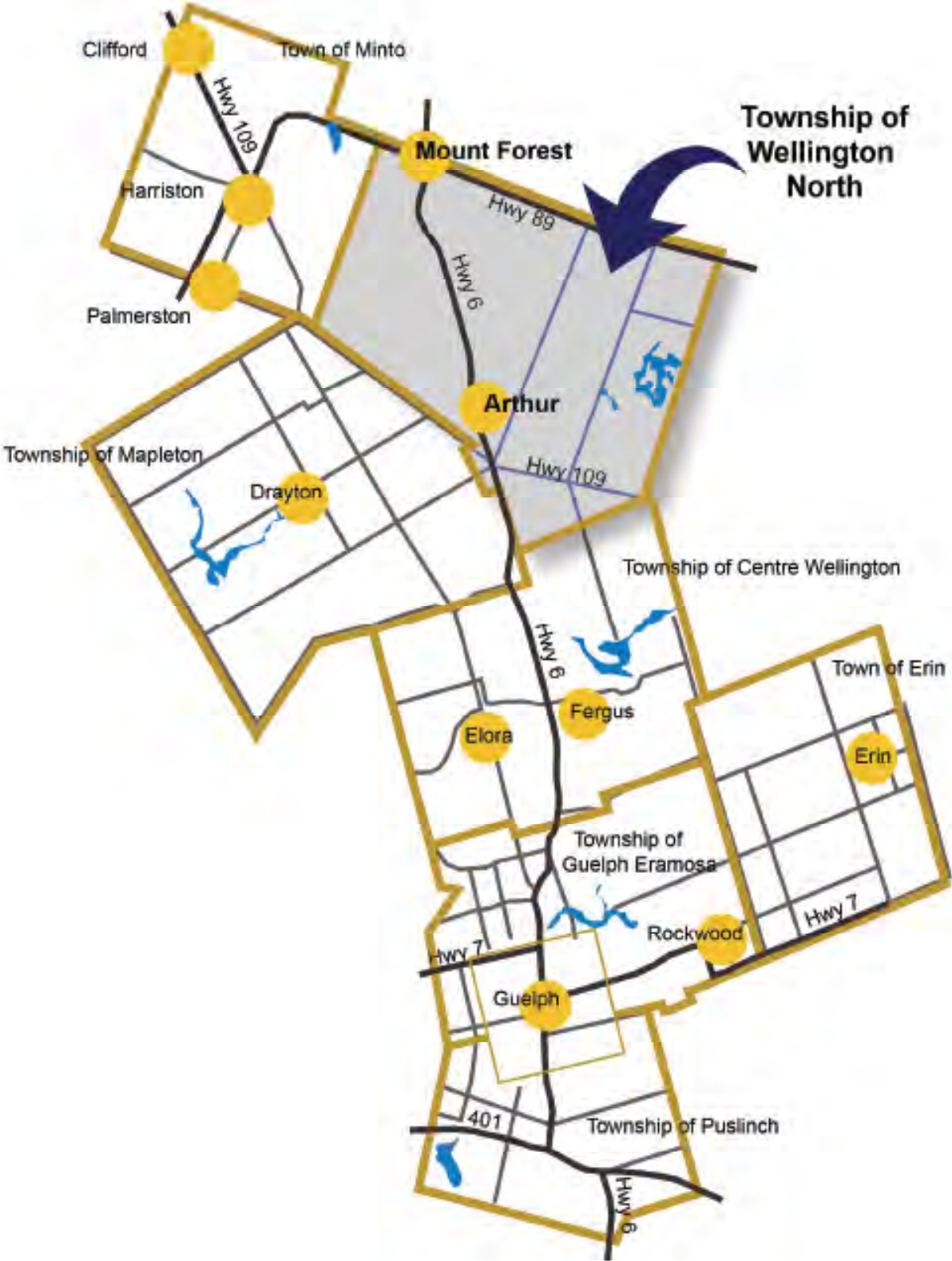
In addition, the CIP update continues to build on the synthesis of several other reports and initiatives, many captured in the original CIP, including:

- Wellington North Community Growth Plan (2018 & updated in 2022)
- Wellington North's Corporate Strategic Plan (2019-2022 & updated 2023-2026)
- Wellington County's Official Plan (2022)
- Wellington County Business Retention and Expansion (2020-2021)
- Waterloo Wellington Dufferin Local Labour Market Plan Update (2021-2022)
- Wellington County Economic Development Strategic Plan (2023-2026)
- Wellington North Community Improvement Plan Update (2019)

The CIP contained within this document has been prepared in accordance with the provisions of the Planning Act and the Municipal Act, 2001 (see section 1.5 Legislative Authority).

The CIP has also been prepared in accordance with, and is consistent with, policies under the 2005 Provincial Policy Statement (PPS) and the 2006 Places to Grow Plan for the Greater Golden Horseshoe (Growth Plan). This CIP recognizes the opportunities for intensification and redevelopment. Notably Section 1.1.3.1 of the PPS indicates that Settlement areas shall be the focus of growth and their vitality and generation shall be promoted. Wellington North's CIP process included a number of measures to enable public input into its preparation.

Figure 1.1 Municipalities in Wellington County





The initial CIP process included statutory public meetings in Mount Forest and Arthur, held in accordance with Section 17 of the Planning Act. R.S.O. 1990.

1.3 GOALS

The Community Improvement goals continue:

- a) To provide incentives for businesses to enhance their buildings presentation and function to the public;
- b) To stimulate pride in our urban downtowns, Wellington North hamlets and the agri-based enterprises found in Wellington North's rural areas;
- c) To contribute to the overall enhancement of our communities as a place for family friendly business;
- d) To encourage the revitalization of vacant, underutilized and/or inaccessible properties and buildings;
- e) To encourage incorporating sustainable improvements that reduce the impact of our built environment to the natural environment;
- f) To provide a commitment to the applicants with a program timeframe of up to 2028.

1.4 OBJECTIVES

The Community Improvement objectives continue as follows:

- a) To provide for rehabilitation or improvement of commercial, institutional and industrial façades, through the use of municipally assisted programs and funding sources;
- b) To provide an incentive for private investment through the use of municipally assisted programs, (eg. tax incentives, grants, loans) and funding sources;
- c) To improve the physical, functional and aesthetic amenities of buildings in downtown

Mount Forest, Arthur, hamlets and agricultural areas while stimulating private investment, revitalization, and sustainability.

1.5 LEGISLATIVE AUTHORITY

I. Ontario Planning Act

Section 28 of Ontario's Planning Act allows municipalities to prepare CIPs to establish a framework for supporting and implementing programs to encourage development and redevelopment, in accordance with Official Plan policies. Whether the reasons are physical, social, economic, or environmental, a community improvement approach is a flexible, comprehensive, co-ordinated and strategic framework for dealing with lands and buildings.

The CIP permits the Township of Wellington North to:

- i) acquire, hold, clear, grade or otherwise prepare land for community improvement (Section 28(3) of the *Planning Act*);
- ii) construct, repair, rehabilitate or improve buildings on land acquired or held by it in conformity with the community improvement plan (Section 28(6));
- iii) sell, lease, or otherwise dispose of any land and buildings acquired or held by it in conformity with the community improvement plan (Section 28(6)); and
- iv) make grants or loans, in conformity with the community improvement plan, to registered owners, assessed owners and tenants of land and buildings within the community improvement project area, and to any person to whom such an owner or tenant has assigned the right to receive a grant or loan, to pay for the whole or any part of the eligible costs of the community improvement plan (Section 28(7)).

Section 28(7.1) of the *Planning Act* specifies that the eligible costs of a community improvement plan for the purposes of Subsection 28(7) may include costs related to environmental site assessment, environmental remediation, development, redevelopment, construction and reconstruction of lands and buildings for rehabilitation purposes or for the provision of energy efficient uses, buildings, structures, works, improvements or facilities.

Section 28(7.3) of the *Planning Act* specifies that the total of all grants and loans made in respect of particular lands and buildings under Section 28(7) and (7.2) of the *Planning Act* and tax assistance provided under Section 365.1 of the *Municipal Act, 2001* in respect of the land and buildings shall not exceed the eligible cost of the community improvement plan with respect to those lands and buildings. The incentive programs contained in Section 4.0 of this Plan contain safeguards to ensure that this legislative requirement is met.



II. Section 365.1 - Municipal Act, 2001

Section 365.1(2) and (3) of the *Municipal Act*, 2001 allows municipalities to pass a by-law providing tax assistance to an eligible property in the form of a deferral or cancellation of part or all of the taxes levied on that property for municipal and education purposes during the rehabilitation period and the development period of the property, both as defined in Section 365.1 (1) of the *Municipal Act*, 2001. Section 365.1 of the *Municipal Act*, 2001 operates within the framework of Section 28 of the Planning Act. A municipality with an approved community improvement plan in place that contains provisions specifying tax assistance will be permitted to provide said tax assistance for municipal purposes.

III. Wellington County Official Plan (2022)

The Official Plan contains policies relating to community improvement areas and the Council of the Township may designate the whole or any part of an area as a community improvement project area, based upon recommendations from the Economic Development Officer. When a By-Law has been passed, the Council may provide for the preparation of a plan suitable for adoption as a community improvement plan for the community improvement project area. Once the updated community improvement plan is in effect, for the purpose of carrying out a community improvement plan, the Township of Wellington North may make grants, loans to registered owners and tenants of lands and buildings within the community improvement project areas, and to any person to whom such an owner or tenant has assigned the right to receive a grant or loan, to pay for the whole or any part of the cost of rehabilitating such lands and buildings in conformity with the community improvement plan.



BACKGROUND INFORMATION

The Township of Wellington North CIP has been established since 2011 and has been updated in 2014, 2017, and 2019. The CIP is a useful tool for community revitalization. Over a decade of success later, the Township of Wellington North has expressed a desire for new opportunities for its Community Improvement Plan.

2.1 BACKGROUND OF THE COMMUNITY IMPROVEMENT PLAN UPDATE

Over the years, the Township has been actively supporting revitalization efforts in commercial and industrial centres, main streets, hamlets and rural areas. As CIPs mature as a tool for incentivizing the promotion and upkeep of business and commercial communities, there is a trend to afford and promote programs to all areas of municipal jurisdictions, beyond those merely reserved for “downtown” environments. This perspective provides opportunities to provide incentives for businesses to enhance their buildings’ presentation and function to the public, contribute to the overall vitality of communities within Wellington North, and to support and “showcase” the many great features found within Wellington North including tourism destination infrastructure. Incentives will be offered to encourage the revitalization of vacant, underutilized and/or inaccessible properties and buildings and in some instances bring them up to a higher environmental standard, and stimulate pride in the Township’s downtown areas and rural hamlets, as well as agri-based enterprises and industries.

2.2 OPPORTUNITIES

2.2.1 Wellington North’s Corporate Strategic Plan (2019-2022, Currently Being Updated in 2023)

Wellington North’s Corporate Strategic Plan (2019-2022) articulates community expectations and presents the desired future vision of Wellington North in which the Town continues to drive the community towards prosperity, sustainable development and competitive positioning. Key strategic priorities related to the CIP were established in the development of the Strategic Plan. They include:

- a) Modernize Municipal infrastructure through:
 - the development of a Community Energy Plan that delivers a roadmap to leverage opportunities to conserve energy, reduce carbon footprint and direct our community to a sustainable supply of energy;
 - to champion the expansion of affordable high-speed broadband to rural and remote areas for residents to effectively experience various economic, educational and social advantages.
- b) Be an advocate for residents on the following topics:
 - diversity in housing options, which includes partnerships for attainable housing/transitional housing;
- c) Increased collaboration and partnerships with other organizations and municipalities to share resources, cost sharing and potential cost recovery fees wherever possible.

2.2.2 Wellington North Community Growth Plan (2018)

This Plan is intended to provide direction for policy development and decision-making regarding land development and growth-related investments and initiatives, to contribute



to planning for positive growth and change in Wellington North, by assisting the Township to:

- a) Initiate community preparedness and readiness for investment and development;
- b) Align land uses, infrastructure, transportation and community services;
- c) Facilitate consultation and consensus-building on the future vision of the Township;
- d) Provide an inventory and status of available lands and infrastructure capacities; and,
- e) Support County planning initiatives with local information and direction to assist in meeting Provincial conformity requirements under the Planning Act, and the direction provided in the Growth Plan for the Greater Golden Horseshoe.

While the Plan is comprehensive in nature, its purpose is to outline recommendations for the direction and management of potential future urban growth, which will occur primarily in the urban areas of Arthur and Mount Forest. The recommendations related the CIP include:

- To direct and focus development to the urban areas of Arthur and Mount Forest as the primary centres and complete communities with a mix of land uses, housing, jobs and services.
- To protect prime agricultural land and rural resources for farming and rural economic development.
- To plan for and promote orderly, compact development within the urban areas, based on phasing to align with planning for infrastructure, transportation, facilities and services.

- To prioritize appropriate, context-sensitive intensification within the urban areas and optimize the efficient use of existing infrastructure and services.
- To promote inclusive development through integrated land use, infrastructure and transportation planning and community design.
- To fund and recover growth-related capital costs for infrastructure, transportation, facilities and services via Development Charges.
- To incentivize and reduce costs for priority development, including: downtown revitalization, special needs housing, on-farm businesses, education/training facilities, and local transit services.
- To plan for and invest in infrastructure, facilities and services that are cost-effective, environmentally responsible, resilient to climate change and sustainable over the long term.

2.2.3 Business Retention and Expansion

Business Retention and Expansion (BR+E) is a community-based economic development programme that focuses on supporting existing businesses. It helps communities understand the local business needs and respond - so that businesses stay, grow and become more competitive in the community.

In Wellington North BR+E has been a priority of the Economic Development Office for many years. The first formal initiative dates back to 2005 when a review was completed of the manufacturing sector. Since then, BR+E has continued to be a major area of focus with some of the more formal programs identified below:

- 2010-2011 Manufacturing and Construction sector BR+E review
- 2011-2012 Retail, Main Street and Home-Based sectors
- 2014-2015 Countywide BR+E Review of the Manufacturing, Health Care, Creative and Agriculture Sectors
- 2017-2018 Retail & Downtown Sectors
- 2018-2019 Mayors Roundtable - Manufacturing Sector (six large employers)
- 2020-2021 Countywide BR+E Business Recovery Survey

2.2.4 General Research: Rural CIP Programs

A comparison of CIPs in other rural municipalities demonstrates similarities with general rural municipal goals and to Wellington North's own CIP's successes. Rural communities are commonly challenged by stagnant downtowns and the loss of local services. Local initiatives to improve the community tend to be narrowly directed at main street revitalization. Thus a trend in rural municipalities and smaller communities is to use incentive tools that are aimed at promoting the local retail economy. For instance, façade improvement grants are a commonly used financial incentive program, as are signage and building improvement programs. These tools are commonly used because of their effectiveness in small communities. In rural municipalities, it is rare to see more than one CIP tool successfully implemented. Even within the prime goal of promoting the local retail economy more work needs to be done by municipalities to attract applicants to

the full array of incentive programs in any one CIP. Experience shows that many CIPs in rural Ontario have identified a significant challenge with implementing a CIP. This may be because the MMAH CIP Handbook actually lacks detailed information on implementing a CIP. Similar to Wellington North, many rural municipalities rely on an economic development manager or officer to champion the financial incentive programs and manage the application, approval and administration processes. In the larger urban context, where we can presume a larger operating budget and a greater degree of available resources, multiple CIPs can be implemented in a single municipality. These CIPs can complement each other by targeting different objectives. For instance, the Downtown and Community Renewal (DCR) CIP in the City of Hamilton focuses on redevelopment of downtown commercial districts and surrounding mixed use neighbourhood while the Environmental Remediation and Site Enhancement (ERASE) CIP is designed to encourage brownfield redevelopment. Again in larger centres, CIPs have traditionally been driven.

2.3 COMMUNITY IMPROVEMENT PROJECT AREAS (CIPA)

According to Section 28(1) of the Planning Act, a “community improvement project area” or ‘CIPA’ is defined as “a municipality or an area within a municipality, the community improvement of which in the opinion of the council is desirable because of age, dilapidation, overcrowding, faulty arrangement, unsuitability of buildings or for any other environmental, social or community economic development reason”.

Project areas range from specific properties, to streets, neighbourhoods, entire communities, and/ or the full township, while program coverage can span a wide spectrum of township goals and objectives. Of particular interest, this CIP update now includes all geographic extents of the Township (Figure 2.1). The Township shall designate the expanded CIP project area by By-law. The programs authorized in this CIP may be carried out within the CIP project area.

Figure 2.1 Township of Wellington North CIPA



BACKGROUND INFORMATION

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3 COMMUNITY IMPROVEMENT PLAN UPDATE

In response to the influences of commercial development and the potential for community connections along the main street corridors, in its hamlets and for commercial activities found in its rural areas, the Township of Wellington North has embarked upon updating its CIP to revitalize and re-shape the Township's commercial enterprise supporting economic, social and healthy community initiatives.

3.1 FINANCIAL INCENTIVE PROGRAMS

The following five (5) incentive programs encourage investment into privately owned lands and buildings. They are focused towards the Township's capacities and typical to many communities similar to Wellington North. These include:

1. Facade Improvement Loan and Grant Program
2. Tax Increment Equivalent for Rehabilitation & Redevelopment (TIERR) Grant Program
3. Public Art Grant
4. Building Conversion and Improvement Grant
5. Green Energy Grant

As part of its annual budget council will determine the maximum allocation to be made available to these programs under this Community Improvement Plan for the current year.

Review & Recommendation Responsibilities

For each program the **Economic Development Officer (EDO)**, is responsible for reviewing the communities' applications with the **Community Improvement Plan Review Panel (CIPRP)** and for forwarding its recommendations to the Township of Wellington North's Council. The EDO is also charged with reviewing the parameters and overall results of the program and to make an annual report to Council. Applicants will be afforded an opportunity to appeal recommendations and decisions made by Council.

Promotion

The Township may promote each and every program and reserves the right to use approved and funded projects as examples in promotional programming. The Township may promote an approved project by using photographs and descriptions of the project in promotional materials.

General Rules

The provision of any loan and/or grant as described in Section 4.0 shall be administered on a first come, first served basis to the limit of the available funding. Amendment or discontinuation of the Plan's programs must be done in accordance with the *Planning Act* and may require pre-consultation of the Minister of Municipal Affairs. Amendments requiring such actions include:

1. Change or expand the geographic area to which financial or land programs outlines in a CIP apply;
2. Change the eligibility criteria;
3. Add new municipal assistance program(s) involving grants, loans, tax assistance or land; and/or,
4. Increase financial incentive being offered within a municipal CIP program, regardless of its significance.



The Township may discontinue programs if goals are not being met without an amendment to the CIP.

It is the sum of all grants and/or loans and tax assistance that may not exceed the cost of rehabilitating the lands and buildings, per subsection 28(7.1) of the Planning Act.

3.1.1 Facade Improvement Loan and Grant Program

The Façade Improvement Loan and Grant Program is intended to encourage façade improvements in the **Community Improvement Areas** as shown in **Figures 2.1** through the provision of financial assistance to eligible owners. This has been a very successful program for the Township.

3.1.1.1 What Can Be Done

- a. Repainting or cleaning of the façade and those parts of the building visible from adjacent streets or public areas;
- b. Restoration of façade masonry, brickwork or wood and metal cladding;
- c. Replacement or repair of cornices, eaves, parapets and other architectural features;
- d. Replacement or repair of windows;
- e. Entrance-way modifications including provisions to improve accessibility for the physically challenged;
- f. Redesign of the store front;
- g. Removal of inappropriate signage and installation of appropriate new or refurbished signage;
- h. Restoration of original façade appearance;
- i. Replacement or repair of canopies and awnings;

- j. Installation or repair of exterior lighting;
- k. Perpendicular signage; and,
- l. Such other similar improvements to the building exterior as may be approved by the CIPRP, EDO and Township's Chief Building Official (as needed).

Note: all applications fees associated with any of the programs contained in the CIP should be considered under the Application Fees and Development Charge Grant program. Application fees shall be paid by the applicant at time of submission, and will be reimbursed by the Township as part of the program. Fees will only be reimbursed once the project has been approved and work has been completed to the satisfaction of the Township in accordance with this plan.

3.1.1.2 Who is Eligible

- Registered owners, assessed owners and tenants of lands and buildings, and any person to whom such an owner or tenant has assigned the rights for the subject property;
- Township staff will review property tax records. Property owners who are in arrears of property taxes, local improvement charges or any other municipal accounts receivable on the subject property are not eligible to receive the loan and grant;
- Applicants are permitted to apply for both the Loan and Grant Programs simultaneously;
- Outstanding work orders (building, fire, zoning, etc.) must be satisfied prior to funding approval;
- Only commercial, industrial or institutional properties are eligible for Façade Improvement Loan and Grant funding;
- Township contributions will be issued only after the project is completed and approved;
- Proposed works must comply with all applicable By-Laws, codes and guidelines.

3.1.1.3 General Terms of the Program

The applicant may choose to apply for either the Grant or Loan Program, or both simultaneously.

- To qualify for an interest free loan the total costs of the improvements must exceed \$7,500 in which case the applicant is eligible for interest free loan of \$2,500. The interest free loan is repayable, non-interest bearing loan with a maximum amortization of five (5) years commencing immediately upon issuance of completion notice of the approved project.
- The loan will be secured through a lien placed against the title of the property.
- Loan payments will be deferred for 6 months after the advancement of the funds. Full payment may be made at any time with no penalty. The loan is also transferable to successors in title provided the new owner meets the eligibility criteria and agrees to the terms and conditions of the loan.

- Demolition permits may not be issued for the building unless the loan has been paid in full.
- Program grants of up to \$2,500 are available. The Township will cover 50% of eligible costs up to a maximum grant of \$2,500.
- Perpendicular signage grants of up to \$1,500 are available. The Township will cover 75% of eligible costs up to a maximum grant of \$1,500.
- Before a Township cheque is issued for either the grant or loan, the applicant must submit proof of payment for approved eligible completed work.

Any work completed and/or initiated prior to the approval of the CIP by the Township is not eligible. Costs in excess of the maximum grant and loan shall be the responsibility of the applicant. Successful applicants will enter into an agreement with the Township which will outline the specific terms of the loan/grant program.

3.1.1.4 Applying is Easy

For Applicants - What To Do

- Complete a program application form and submit to the Economic Development Officer;
- Provide a minimum of two quotes with each application and a recommendation will be made to the Economic Development Officer within sixty (60) days;
- The applicant is responsible for obtaining all building permits and any other required permits for the work to be done (this may require drawings to be prepared by appropriate architectural/engineering professionals);
- The applicant is responsible for conformance with all applicable health and safety standards;
- The applicant also agrees to maintain the improvement;
- The purchase of local products and services is encouraged where possible, local businesses should be given first opportunity to supply goods and services for this program.

Township Support

- The Economic Development Officer, with assistance from the Chief Building Official and support staff, as well as recommendation from the Community Improvement Plan Review Panel (CIPRP) shall manage the process;
- Prior to approving a facade loan and/or grant, Township staff may need to inspect the building to review the condition of the facade and the proposed improvement;

Once Approved

- As the availability of loan and grant amount for each year may be limited – loans and grants will be awarded on a first-come, first-served basis;

- If approved, a Financial Assistance Agreement will be drafted between the successful applicant and Township;
- When the work is completed, a statement with supporting invoices shall be submitted to the Township upon which the work will be inspected by the Township and if approved, a “completion notice” will be issued upon which the financial assistance will be initiated;
- Funding approval will lapse if completion is not issued within eight months of the date of execution of the Financial Assistance Agreement. The Economic Development Officer may grant an extension of up to four (4) months following receipt of a written response by the owner setting out the reasons for the extension and providing a new date of completion.

3.1.2 Tax Increment Equivalent for Rehabilitation and Redevelopment (TIERR) Grant Program

This program is meant to stimulate and promote the rehabilitation of existing buildings and the redevelopment of vacant or under-developed sites in the community improvement project areas.

3.1.2.1 Who is Eligible

- Applicants for a TIERR Grant Program may be the registered owners, assessed owners and tenants of lands and buildings, and any person to whom such an owner or tenant has assigned the rights for the subject property;
- Township staff will review property tax records. Property owners who are in arrears of property taxes, local improvement charges or any other municipal accounts receivable on the subject property are not eligible to receive the grant;
- Outstanding work orders (building, fire, zoning, etc.) must be satisfied prior to funding approval;
- Only commercial, industrial or institutional properties are eligible for TIERR Grant funding;
- Township contributions will be issued only after the project is completed and approved;

3.1.2.2 General Terms for the TIERR Grant Program

The program would provide a grant to owners who undertake improvements or redevelopment that would result in an increased property assessment. The increase in taxes, or tax increment and is calculated by subtracting the municipal portion of property taxes before reassessment from the municipal portion of property taxes after reassessment. A municipality may provide any proportion of the increment for any length of time their council deems is appropriate. The tax increment does not include any increases/decrease in municipal taxes due to a general tax rate increase/decrease, or a change in assessment for any other reason.

- This grant program offers a tax grant of 100% of the increase in municipal realty taxes

for a period of three (3) consecutive years. After the third year and in subsequent years, the municipal portion of the realty taxes must be paid in full, and no further grant will be paid;

- The amount of the tax increment equivalent grant is equal to the difference between the municipal portion of the property tax prior to remediation, rehabilitation and/or redevelopment and the municipal portion of property taxes after the remediation, rehabilitation and/or redevelopment project;
- The duration will be a maximum of three consecutive years from the date to be specified in a site-specific by-law governing the implementation of this program for any given property;
- The registered owner of the property must file an intent to participate in this program within the prescribed period of the Plan;
- The program does not apply retroactively;
- A “filing of intent” cannot be accepted for any property which has already been completed and reassessed;
- The total amount of the grant shall not exceed the eligible costs specified in this Plan.

3.1.2.3 Applying is Easy

For Applicants - What To Do

- The property owner submits a Letter of Intent indicating the owner’s intent in participating in the TIERR Grant Program;
- In order for a project to qualify, the proposed project must be in compliance with the Township’s Zoning By-law, Official Plan, the Ontario Building Code, and any applicable guidelines established by the Township;

Township Support

- The Economic Development Officer, with assistance from the Township’s Treasurer and support staff, as well as recommendation from the CIPRP, shall manage the process;
- The CIPRP reviews the proposed project on its merits and will approve, or otherwise, the assistance in principle;
- The Township will produce a Financial Assistance Agreement documenting anticipated assistance, including assistance from other programs as may be relevant, and obligations on the part of both the owner and the Township.

Once Approved

- This commitment agreement represents a site specific funding agreement which will be implemented once the property is reassessed;
- On completion of the project, if the Notice of Reassessment shows an increased assessment, and if the construction complies with all applicable program guidelines established by the Township (including verification of eligible costs),

- the owner and the Township will implement the site specific funding agreement;
- The site specific funding agreement will stipulate the pre-improved and post-improved assessed value, applicable municipal tax rate of that year, the amount of the grant in that year;
- The method to be used to calculate the grant in the subsequent four years using municipal tax rates to be determined in each of those years, and the anticipated delivery dates of the grant. The grant will only be paid following confirmation that taxes owing each year specified in the Financial Agreement have been paid in full;
- Once an application is approved for a Township TIERR Grant, the EDO will also support and assist the applicant with an application for a Wellington County Tax Increment Equivalent Grant (TIEG).

Required Documentation

1. A Letter of Intent for this program will contain the following:
 - the name, address and phone number of the owner,
 - the municipal address of the subject property,
 - the legal description of the subject property,
 - the assessment roll number of the subject property,
 - the property owner's signature
 - detailed drawings or renderings acceptable to the Township drawn to scale, illustrating the nature, extent, location and appearance of the work to be undertaken.
Such renderings will show, where applicable:
 - building materials to be used;
 - interior and / or exterior colour (for walls, brick, stone, etc);
 - signage detailing;
 - exterior and / or interior lighting;
 - architectural detailing;
 - door and window style and detailing, awnings; and,
 - details relating to exterior and / or interior renovations or remodeling.

2. The *Financial Assistance Agreement* for this program will state the following:
 - The rehabilitation or redevelopment of the building or land must result in an increased assessment of the property;
 - Building permit must have a minimum construction value of \$5000 in order for project to qualify;
 - The pre-improved assessed value of the property will be the value of the property on the date of application for the building or demolition permit;
 - The total amount of the grant shall not exceed the eligible costs specified in this Plan;
 - Issuance of a demolition permit for a property which has participated in the TIERR Grant Program is at the discretion of the Township for the five-year period following the project's completion;
 - If the property is demolished, in whole or in part, before the expiration of the grant

period, the grants shall stop and all previously received grant payments will be repayable to the Township;

- The program will be available to owners of properties, or their assignees. The agreement to provide assistance will only be with the registered owner of the property. The Financial Assistance Agreement between the Township and the owner shall provide for the grant to be paid to an assignee of the owner, as required;
- Participants of the TIERR Grant Program are eligible to apply to any other financial program applicable to the Community Improvement Project Area;
- The subject property shall not be in a position of tax arrears;
- Outstanding work orders on the property must be completed by the time of completion of the project. If they are not, the grant will be withheld;
- Improvements made to any buildings or lands will be in accordance with a Building Permit, the Ontario Building Code, all applicable Zoning requirements, and any applicable design guidelines, as established by the Township;
- An owner can participate in the TIERR Grant Program more than once;
- The Financial Assistance Agreement is transferable. Should a subject property be sold before the grant period lapses, the grant will continue for the prescribed time-frame, provided that notice from the owner is given to the Township, indicating the details of the transfer of title.
- The Financial Assistance Agreement can be registered on title, at the discretion and cost of the owner, to serve as notice to future purchasers or potential property interests;
- Construction must be completed within two years after the date of issuance of the building permit. Extensions may be accepted by the Economic Development Officer at his sole discretion;
- The date of commencement of tax-based grant assistance will be specified in a municipal by-law which sets out the basis for application of this program to a specific property. (The date of commencement is at the discretion of the Township, but will not commence prior to reassessment of the property as a result of partial or full redevelopment as relevant in the circumstances);
- The TIERR Grant Program is not retroactive. Any construction commenced before a Financial Assistance Agreement is issued by the Township is ineligible for the program. However, those construction projects for which a building permit will be issued in 2011 and for which approval for use and occupancy has not been issued by the Chief Building Official will be eligible, provided that a Financial Assistance Agreement is issued by the Township prior to the earlier of: approval for use and occupancy, or issuance of a Notice of Reassessment by MPAC respecting assessment changes resulting from the construction, and provided that all other criteria of this Program are met;
- There is no guarantee that a specific improvement will increase property assessment. Consequently, there are no eligible improvement projects that will guarantee a grant from the TIERR Grant Program. The grant depends upon the extent of the construction, and the approach and results of the Municipal Property Assessment Corporation reassessment;

- All conditions of this program shall be met for the grant to be received. Final decisions on applications and allocation of funds have been delegated to the Township. The applicant, however, is afforded an opportunity to appeal the decision of the Township to Council through the appropriate committee;
- The total of the grants and loans made in respect of particular lands and buildings, and the tax assistance defined in Section 365.1 of the Municipal Act, 2001, that is provided in respect of the lands and buildings shall not exceed the eligible cost of the community improvement plan with respect to those lands and buildings.

3.1.3 Public Art Grant

The intent of the Public Art Grant Program is to encourage the inclusion of art programming such as mural work, sidewalk art, commemoration, custom site amenities, etc. It is a one-time grant for the cost of the art-related work located within approved areas of community improvement project areas.

3.1.3.1 Who is Eligible

- Applicants for the Public Art Grant Program may be the registered owners, assessed owners and tenants of lands and buildings, and any person (assignee) to whom such an owner or tenant has assigned the rights for the subject property;
- Township staff will review property tax records. Property owners who are in arrears of property taxes, local improvement charges or any other municipal accounts receivable on the subject property are not eligible to receive the grant;
- Outstanding work orders (building, fire, zoning, etc.) must be satisfied prior to funding approval;
- Only commercial, industrial and institutional properties and/or adjacent public lands are eligible for Public approved for Public Art Grant funding;
- Proposed works must comply with all applicable By-Laws, codes and guidelines.

3.1.3.2 General Terms of Public Art Grant

As part of its annual budget council will determine the maximum allocation to be made available to this program under this Community Improvement Plan for the current year.

The maximum grant amount that an applicant can receive for a public art project is limited to \$2,500. The Township will pay up to 100% of the eligible costs up to the maximum of \$2,500.

Eligible costs associated with the public art projects include:

- application fees;
- preparation of building/area to receive art installation;
- service/ product fabrication of art work; and,
- installation charges of proposed art work.

Any work completed prior to approval of the application is not eligible. Costs in excess of the maximum grant shall be the responsibility of the applicant.

Grants are disbursed on a reimbursement basis and cannot be issued until the proposed project has been completed. Before a Township cheque is issued for either the grant, the applicant must submit proof of payment or approved eligible completed work.

3.1.3.3 Applying is Easy

For Applicants - What To Do

- Qualified applicants must complete the Public Art Grant's application form including: the name, address and phone number of the owner; the municipal address of the subject property; the legal description of the subject property; the assessment roll number of the subject property; detailed drawings or renderings acceptable to the Township drawn to scale, illustrating the nature, extent, location and appearance of the public art work to be undertaken.
- A minimum of two quotes are required with each application;
- The applicant is responsible for obtaining all required permits for the work to be done;
- The applicant is responsible for conformance with all applicable health and safety standards;
- The applicant also agrees to maintain the art work;
- The purchase of local products and services is encouraged where possible, local businesses should be given first opportunity to supply goods and services for this grant program.

Township Support

- The Economic Development Officer, with assistance from the Chief Building Official and support staff, as well as recommendation from the Community Improvement Plan Review Panel shall manage the process.

Once Approved

- If approved, work must be completed within six (6) months from the date of approval of the application unless extended by the Economic Development Officer.

3.1.4 Building Conversion and Improvement Grant

The intent of the Building Conversion and Improvement Grant is:

- to assist with improvements to existing buildings, to meet the current Building Code, and to provide for safe and usable eligible uses;
- to reduce the cost of improvements by offering a grant for any required

planning application fees (e.g. minor variance), building permit fees or development charges;

- to assist with the removal of barriers and increase accessibility for people with disabilities in Wellington North and to support improvements to private property in order to meet the Ontario's accessibility laws and standards;
- to assist in the conversion of existing unused or underused space into new eligible uses, existing eligible uses and support an increase in non-residential assessments.

3.1.4.1 Who is Eligible

- Applicants for the Building Conversion and Improvement Grant may be the registered owners, assessed owners and tenants of lands and buildings, and any person to whom such an owner or tenant has assigned the rights for the subject property;
- Township staff will review property tax records. Property owners who are in arrears of property taxes, local improvement charges or any other municipal accounts receivable on the subject property are not eligible to receive the grant;
- Outstanding work orders (building, fire, zoning, etc.) must be satisfied prior to grant approval;
- Only commercial, industrial or institutional properties are eligible for Building Conversion and Improvement Grant funding;
- Town contributions will be issued only after the project is completed and approved;
- Proposed works must comply with all applicable By-Laws, codes and guidelines.

3.1.4.2 General Terms of Building Conversion and Improvement Grant

As part of its annual budget council will determine the maximum allocation to be made available to this program under this Community Improvement Plan for the current year. Program grants of up to \$5,000 are available. The Township will cover 50% of eligible costs up to a maximum grant of \$5,000. The grant will be processed immediately upon receipt of the fees by the Township. Permit fees are payable at the time of issuance of permits, variances or development charges within the Community Improvement Plan Area.

3.1.4.3 Applying is Easy

For Applicants - What To Do

- Qualified applicants must complete the application form and submit to the Economic Development Officer for processing;
- The applicant agrees to maintain the project to which this grant supports.
- The purchase of local products and services is encouraged where possible, local businesses should be given first opportunity to supply goods and services for any projects benefiting from this grant program.

Township Support

- The Economic Development Officer, with assistance from the Chief Building Official and support staff, as well as recommendation from the Community Improvement Plan Review Panel, shall manage the process;
- The Community Improvement Plan Review Panel will review the application and make a recommendation to the Economic Development Officer within sixty (60) days.

3.1.5 Green Energy Grant

The intent of the Green Energy Grant is:

- to encourage property owners to improve energy efficiency of existing commercial, industrial, or institutional buildings;
- to facilitate the installation of small scale renewable energy systems, where applicable;
- to promote active and sustainable transportation infrastructure such as bike racks, bike repair stations, EV charging stations, etc.

This grant will help support the viability of these buildings, which may have older, inefficient energy systems. This grant will also support the County's overall climate change and sustainability objectives.

3.1.5.1 Who is Eligible

- Applicants for the Green Energy Grant may be the registered owners, assessed owners and tenants of lands and buildings, and any person to whom such an owner or tenant has assigned the rights for the subject property;
- Township staff will review property tax records. Property owners who are in arrears of property taxes, local improvement charges or any other municipal accounts receivable on the subject property are not eligible to receive the grant;
- Outstanding work orders (building, fire, zoning, etc.) must be satisfied prior to grant approval;
- Only commercial, industrial or institutional properties are eligible for Green Energy Grant funding;
- Town contributions will be issued only after the project is completed and approved;
- Proposed works must comply with all applicable By-Laws, codes and guidelines.

3.1.5.2 General Terms of Green Energy Grant

As part of its annual budget council will determine the maximum allocation to be

made available to this program under this Community Improvement Plan for the current year. Program grants of up to \$5,000 are available. The Township will cover 50% of eligible costs up to a maximum grant of \$5,000.

Eligible costs associated with the Green Energy projects include but are not limited to:

- hiring a Certified Energy Auditor to conduct an Energy Audit of the building in question, to determine if eligible for retrofitting;
- hiring a qualified professional to conduct a renewable energy project feasibility/viability study;
- interior or exterior renovations that result in increases in energy efficiency, (e.g. insulation);
- addition of a green roof to an existing building; installation of appropriate on-site, small-scale renewable energy projects, if the project has been deemed feasible/viable by a qualified professional, and if the project is not anticipated to require major Planning Act approval; examples may include:
 - wind facilities with a name plate capacity less than or equal to 3kW or ground-mounted solar installations less than or equal to 10kW, placed accessory to a building, in accordance with the accessory structure provisions of the comprehensive Zoning By-law;
 - rooftop and wall mounted solar; and,
 - other small-scale projects as approved by the Township
- installation of Energy STAR certified heating/cooling/ventilation products and features, including:
 - central air conditioners
 - heat pumps
 - gas furnaces and gas boilers
 - ventilation fans
 - windows and doors, but not including home appliances and small appliances such as refrigerators, clothes washers/dryer, ceiling fans, etc.
- installation of energy-efficient lighting, including replacement of incandescent lighting with high-efficiency LED lighting, as well as, installation of lighting controls such as automatic timers or motion sensors;
- replacement of existing hot water systems with recognized energy efficient systems;
- fees of a professional architect or engineer for the design or services related to the above-noted eligible projects;
- any combination of the above; and,
- such other similar green energy as may be approved by the Township;
- installation of bike racks and/or bike repair stations to promote active transportation;
- installation of EV charging stations to promote sustainable transportation.

Any work completed prior to approval of the application is not eligible. Costs in excess of the maximum grant shall be the responsibility of the applicant.

Grants are disbursed on a reimbursement basis and cannot be issued until the proposed project has been completed. Before a Township cheque is issued for either the grant, the applicant must submit proof of payment or approved eligible completed work.

3.1.5.3 Applying is Easy

For Applicants - What To Do

- Qualified applicants must complete the application form and submit to the Economic Development Officer for processing;
- The applicant agrees to maintain the project to which this grant supports.
- The purchase of local products and services is encouraged where possible, local businesses should be given first opportunity to supply goods and services for any projects benefiting from this grant program.

Township Support

- The Economic Development Officer, with assistance from the Chief Building Official and support staff, as well as recommendation from the Community Improvement Plan Review Panel, shall manage the process;
- The Community Improvement Plan Review Panel will review the application and make a recommendation to the Economic Development Officer within sixty (60) days.

3.2 COMMUNITY IMPROVEMENT PLAN BUDGET

3.2.1 Funding Sources

The grant and loan programs described in Section 4.0 of this Plan are funded by the Township of Wellington North with current and/or potential funding from OMAFRA's Rural Economic Development (RED) program, Ministry of Tourism and Culture, Healthy Communities initiatives, Wellington County BR+E Implementation fund, or similar. These programs assist with the costs of projects that use the power of partnership to create change. Generally, the goal of these programs is to breathe new life into rural communities, make more opportunities to develop skills, and improve access to healthful lifestyles.

For grants approved under the TIERR program, funding will come from taxation/waiver of tax dollars.

The programs are funded by municipal budget allocations, reviewed annually on an as-required basis and may be subject to fund replenishment through repayment of the loan portion of the loan and grant program(s).

3.3 IMPLEMENTATION

3.3.1 Authority

This Community Improvement Plan will be implemented through the provisions of Section 28 of the Planning Act, Section 365.1 of the Municipal Act 2001 and Section 9.21 of the Wellington County Official Plan as outlined in Section 1.5 of this document.

Council of the Township of Wellington North passed By-Law 62-11 on August 29th, 2011, being a By-Law to designate the Community Improvement Plan Area respecting the redevelopment, revitalization, prosperity and beautification of its Arthur and Mount Forest communities.

Council of the Township of Wellington North passed By-Law No. 72-14 September 8th, 2014, being a By-Law to amend the 2011 CIP to add the Kenilworth CIPA.

Council of the Township of Wellington North passed By-Law No. 059-17 August 14th, 2017, which extended CIPA boundaries to include the entire Township as well as the addition of three new incentive programs.

Council of the Township of Wellington North passed By-Law No. 016-19, February 27th, 2019, which incorporated the Wellington County Invest Well program into our Municipal Community Improvement Program.

Further, the Council of the Township of Wellington North will pass By-Law No. _____. In July 2023 to adopt this Community Improvement Program.

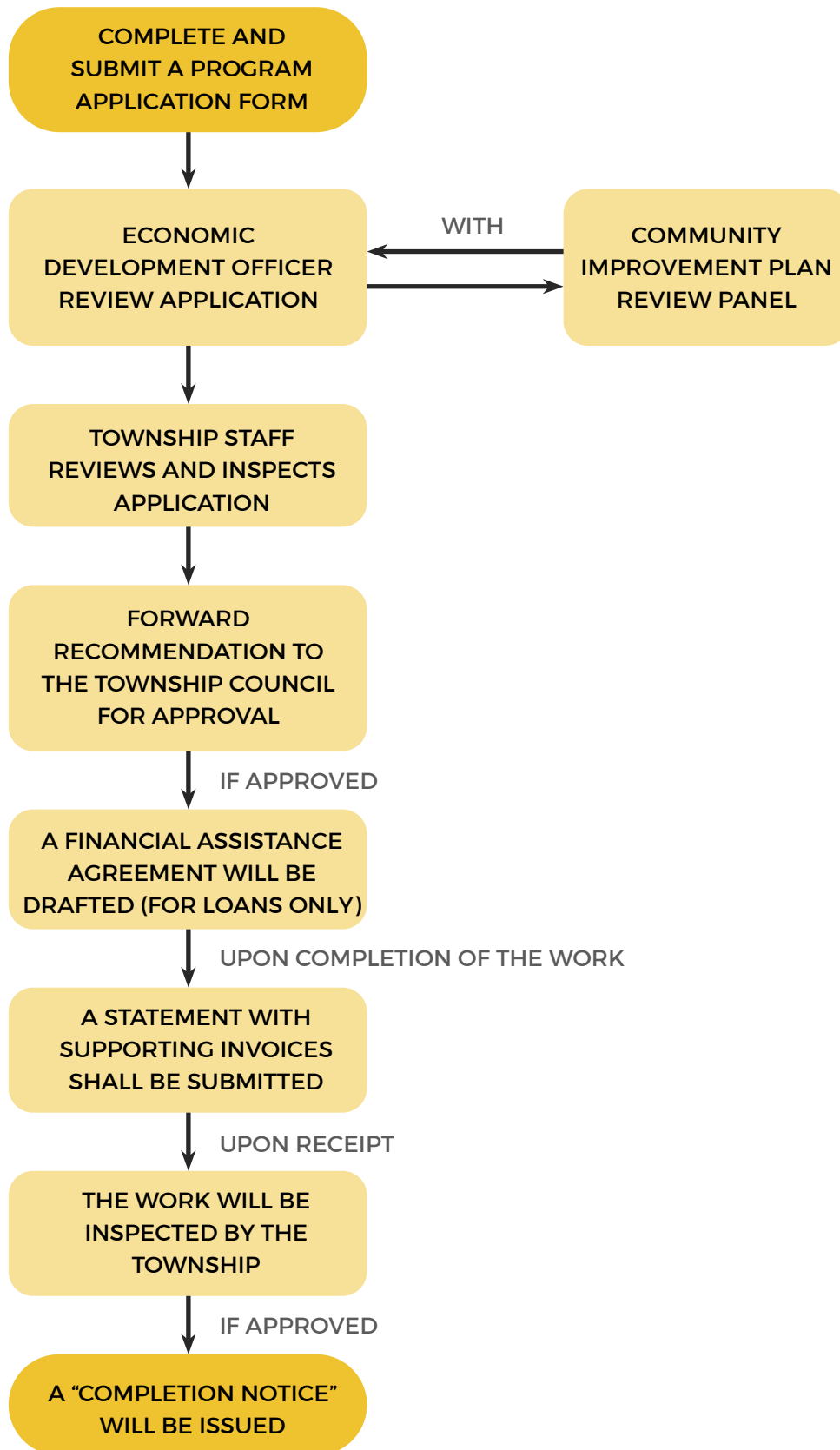
3.3.2 Delegation

The overall implementation of the grant and loan programs, including liaison with the Ministry of Municipal Affairs and Housing, shall be the responsibility of Economic Development Officer for the Township of Wellington North.

3.3.3 Administration

The grant and/or loan programs will be administered on a first come, first served basis to the limit of the available funding in accordance with any administrative rules governing this and other grant or loan programs. The Township's Community Improvement Plan will be reviewed by the Economic Development Officer every six (6) months to one (1) year.

Figure 3.1 CIP Program Application Process Flow Chart



3.3.4 Financial Incentive Programs Application Form



Township of Wellington North
7490 Sideroad 7 West,
Kenilworth, ON N0G 2E0
Phone: 519-848-3620
www.wellington-north.com

Financial Incentive Programs Application Form

The following seven incentive programs have been approved by council to encourage investment into privately owned lands and buildings. They are focused towards the key priorities as identified in our Strategic Plan and supported through our Community Growth Plan and Community Improvement Plan.

For specific terms and conditions and to determine eligibility requirements please review the incentive programs terms and conditions found in the Community Improvement Plan located on the Township of Wellington North web-site. For current limits and to obtain any clarification please contact Dale Small Economic Development Officer at dsmall@wellington-north.com.

FINANCIAL INCENTIVE PROGRAM			
PROGRAM INFORMATION (check one. If applying for more than one incentive program please complete an application for each program) AMOUNT OF FUNDING REQUESTED \$ _____ TOTAL COST OF IMPROVEMENTS \$ _____	<input type="checkbox"/> Façade Improvement Loan and Grant Program		
	<input type="checkbox"/> Tax Increment Equivalent for Rehabilitation & Redevelopment (TIERR) Grant Program		
	<input type="checkbox"/> Public Art Grant		
	<input type="checkbox"/> Building Conversion and Improvement Grant		
	<input type="checkbox"/> Green Energy Grant		
PROPERTY INFORMATION			
Municipal Address	Street No.	Unit No.	
Tax Roll Number:	Street Name:		
	Town & Postal Code:		
OWNER AND APPLICANT INFORMATION			
Property Owner Information (check one)		<input type="checkbox"/> Person(s)	<input type="checkbox"/> Company
Registered Land Owner	Surname:	First name:	
Name	(if Company)	Company Officer	
Address	Street No.	Street Name:	Unit No.
Municipality:	Province:	Postal Code:	
Telephone No. ()	Fax: ()	Email:	
Applicant Information (if different than Owner):			
Application Contact	Surname:	First name:	
Name	(if Company)	Company Officer	
Address	Street No.	Street Name	Unit No.
Municipality:	Province:	Postal Code:	
Telephone No. ()	Fax ()	Email:	

I hereby make this Incentive Program application declaring all the information contained is true and correct, and acknowledge the Township of Wellington North will process the application based on the information provided.	
Signature:	Title:
Printed Name of Signatory:	Date:

The personal information on this form is collected under the legal authority of the Planning Act, Section 2. The personal information will be used for determining your eligibility for a grant/loan. If you have any questions about the collection, please contact the Clerk-Administrator at 519-848-3620 ext. 32.

Supplementary Form (For Façade Improvement Grant & Loan Program Only)

FAÇADE PROJECT DESIGN CHECKLIST (IF APPLICABLE)				
Façade projects should respond to the following 'best practices' to help with its efforts to create a relevant and quality improvement for both the building and the street. Please complete the following checklist to determine the degree in meeting 'best practices' for the proposed façade improvements.				
Criteria / Description	Yes	No	N/A	Comments
1. Responding to Core Context				
Does the façade design enhance its surrounding and adjacent buildings?				
2. Building Envelopes in the CIPA				
Does the façade work/align with existing façades and reinforce the clarity of the public network and the cohesion of building groups?				
3. Beneficial Building / Street Relationships				
Does the building façade and street establish a supportive relationship, in which indoor and outdoor spaces animate and are connected to each other?				
Does the façade define the building as a distinct space with a strong sense of identity and place?				
4. Response to Climate				
Does the façade design respond to the climate of area, considering all seasons?				
5. Identifiable Building Entrances				
Does the façade project help to make the buildings entrance more identifiable?				
6. Long Life / Loose Fit				
Is the façade treatment capable of being adapted to new/future building uses?				
7. Safety Within CIPA				
Does the façade design provide personal safety and impart a sense of comfort to all users?				
8. Community Expression				
Does the façade design express a sense of permanence and durability?				
Does the façade promote traditional roots and express historical continuity?				
9. Appropriate Scale				
Does the scale of the proposed façade relate to the scale and size of the building?				
10. Exterior Materials for Façades				
Does the proposed façade materials reinforce the cohesion of related groups of buildings?				
Are proposed exterior building materials durable and of high aesthetic quality?				
11. Technical Performance				
Does the proposed façade determine a balance capital cost, operating costs and maintenance costs?				
12. Accessibility				
Does the façade design provide equal means of access to all users regardless of ability?				

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4

INTERPRETATION

4.1 COMMUNITY IMPROVEMENT PLAN FOUNDATION

All sections and figures of this document shall form the CIP for the Township of Wellington North.

4.2 COMMUNITY IMPROVEMENT PLAN AMENDMENTS

Changes to the Community Improvement Project Areas or addition or increase in grant or loan programs, shall require an amendment to this plan. The deletion of a program does not require an amendment to the CIP. This plan has been prepared in accordance with and shall be deemed to conform to the Wellington County Official Plan.

4.3 COMMUNITY IMPROVEMENT PLAN TITLE

This plan shall be referred as the ***Community Improvement Plan Update for the Township of Wellington North***. At such time as other CIP's are prepared for this or other areas, this title may be modified for clarification purposes without requiring amendment to this plan.

4.4 DEFINITIONS

“Commercial” means any property or building that is engaged in commerce, involved in work that is intended for the mass market, or used for the sale or production of goods.

“Community Improvement Plan” means a plan for the community improvement of a community improvement project area.

“Community Improvement Project Area” means a municipality or an area within municipality, the community improvement of which, in the opinion of Council, is desirable because of age, dilapidation, overcrowding, faulty arrangement, unsuitability of buildings or for any other environmental, social or community economic development reason. Façade, signage, and brownfield improvements are limited to the Community Improvement Project Area.

“Improvement” means a reconstruction, rehabilitation, enhancement of the façade or signage, addition, or other improvement of a structure.

“Qualified Person” is an individual who meets the qualifications prescribed in Ontario Regulation 153/04 as amended from the Planning Act.

“Redevelopment” means either the demolition of existing buildings unfit for occupancy and their replacement with new buildings, or the restoration of buildings or properties.

“Rehabilitation” means any efforts that result in the productive reuse of lands and/or buildings within the Community Improvement Project Area.

“Official Plan” means a comprehensive long range plan for land use which guides growth and land use change in a municipality.

“Proponent” means the owner or their heirs, successors or assignees of a property located in the Community Improvement Project Area. This definition is not applicable in the Brownfield Property Tax Assistance Section.

“Tax Increment” refers to the increase in taxes, or tax increment and is calculated by subtracting the municipal portion of property taxes before reassessment from the municipal portion of property taxes after reassessment. A municipality may provide any proportion of the increment for any length of time their council deems is appropriate. The tax increment does not include any increases/decrease in municipal taxes due to a general tax rate increase/decrease, or a change in assessment for any other reason.



INVEST WELL: COUNTY PARTICIPATION IN FINANCIAL INCENTIVES

5.1 ABOUT THE INVEST WELL PROGRAMME

The Wellington County Invest Well Programme is a strategic planning and economic development tool that directly supports the County's longer-term planning and economic development priorities. Invest Well was developed by the County in early 2018 and sets out goals, criteria, and an implementation framework for the County's participation in the financial incentive programs of the Township of Wellington North and this CIP.

The following sections of the Township of Wellington North CIP describe how and when Wellington County will participate in financial incentive programmes offered by the Township of Wellington North CIP, based on an evaluation of individual applications by the Township of Wellington North and Wellington County. The following Sections are included in the Township of Wellington North CIP in accordance with Section 28 of the Planning Act and Section 4.1 of the Invest Well Programme.

The Invest Well Programme was endorsed by the County on June 28, 2018. The full document is available on the County's website <https://www.wellington.ca/en/business/EDCommImprovPlan.aspx> and should be reviewed for full details on County participation in the Township of Wellington North CIP. The full document will also be used by the member municipalities to integrate County participation within the Townships incentive programs. A by-law was approved by Wellington North council incorporating the Invest Well Program into the Wellington North CIP on February 27th, 2019.

5.2 GOALS

The County has identified the following three goals for the Invest Well Programme, which will guide the County's financial participation in the Township of Wellington North CIP:

GOAL #1: INVEST WELL:

To prioritize the investment of County resources into community improvement projects that directly support a set of long-term, County-wide planning and economic development priorities.

GOAL #2: INVEST READY:

To strategically position privately-owned properties with high development/redevelopment potential in order to attract further investment from investors and the private sector.

GOAL #3: INVEST MORE:

To recognize community improvement projects that are approved for incentives through a member municipality CIP and to provide further support through County resources.

5.3 CRITERIA FOR INVESTMENT

As further explained in the County's full document, Invest Well is a criteria-based



community improvement programme. This means that to be eligible for funding from the County through the incentive programs in the Township of Wellington North CIP, proposed community improvement projects must meet a certain number of the County's 'criteria for investment'.

The criteria for investment are introduced below and organized according to a list of County economic development and planning priorities. They are provided in no particular order.

PRIORITY #1: TO USE LAND STRATEGICALLY

- 1.1 The proposed project involves the redevelopment of vacant/underutilized lands.
- 1.2 The proposed project will achieve a construction value threshold established by County Council
- 1.3 The proposed project will result in employment opportunities created or retained in target sectors.

PRIORITY #2: TO PROVIDE RENTAL HOUSING

- 2.1 A new mixed-use building is proposed, with commercial uses at grade and upper floor rental apartment housing units.
- 2.2 The proposed project will result in the upgrade of existing rental units.
- 2.3 The proposed project is an example of residential intensification in a downtown area.

PRIORITY #3: TO IMPROVE BUILDINGS AND INFRASTRUCTURE

- 3.1 The proposed project involves the adaptive reuse of vacant or underutilized buildings.
- 3.2 The proposed project incorporates sustainable building and/or green infrastructure features.
- 3.3 The proposed project will result in improvements/upgrades to utilities/servicing.

PRIORITY #4: DIVERSIFY THE ECONOMY

- 4.1 The proposed project results in new on-farm diversified or agriculture-related uses.

4.2 The proposal will result in the creation of a new business in a target sector or value-chain/cluster.

4.3 The proposal involves new retail, restaurant, or other critical businesses in the downtown area.

PRIORITY #5: TO PROMOTE TOURISM

5.1 The proposed project provides for an increase in short-term accommodation options.

5.2 The proposed project involves the beautification/restoration/enhancement of key landmarks/ tourism assets.

5.3 The use is a current or proposed participant in the County's tourism promotion activities (i.e., Top Wellington Destinations, Taste Real).

To determine the extent to which an applicant meets the above 'criteria for Investment', an evaluation matrix has been prepared and is provided in the County's full document. The evaluation matrix may also be available from the Township of Wellington North. It will be used by the Township of Wellington North and County of Wellington in order to determine eligibility for County funding. Applications will be pre-screened by the Township of Wellington North and if a minimum required score is awarded, the application will be endorsed to the County and processed by County staff to confirm eligibility for incentives.

5.4 COUNTY FUNDING/INCENTIVE PROGRAMS

"Invest Well: County Participation in financial incentives" is a funding relationship between the County and the Township of Wellington North to support the implementation of the Township of Wellington North's CIP. The Invest Well programme sets out a framework for providing County funding in accordance with the goals identified in Section 6.2 and the 'criteria for investment' in Section 6.3. The Invest Well Framework is made up of two incentive programmes (Invest Ready and Invest More), as shown below.

The following is a description of financial incentive programmes that have been created by the County of Wellington via Invest Well to guide the County's participation in the Township of Wellington North CIP.

5.4.1 INVEST READY INCENTIVES PACKAGE

5.4.1.1 Purpose

The Invest Ready Incentive Package is in direct support of Invest Well Goal #2. It is intended to help prepare properties that have a high potential for development/ redevelopment by making them development-ready and therefore more attractive to investors and site selectors in various sectors. The Invest Ready Incentive Package will help fund:

- a. The completion of background studies regarding site-specific issues and constraints, such as servicing and utilities, transportation access, and environmental records; and
- b. Future development/redevelopment and eligible costs for major redevelopment projects.

In addition, successful applicants of the Invest Ready Incentive Package may receive marketing and investment attraction support from the County.

5.4.1.2 Who Benefits?

Through the Invest Ready Incentive Package, the following benefits are anticipated:

- a. The County, its member municipalities, and the public will benefit from an increase in the number of development-ready properties in Wellington County, and the future redevelopment of these sites;
- b. Landowners will benefit from the financial and non- financial support from Wellington County; and
- c. Potential investors will benefit from the availability of information related to a site condition or a proposed development, which will facilitate site selection decisions.

5.4.1.3 Who is Eligible?

In addition to the General Eligibility Criteria in Section 4.2 of this Plan and Section 4.0 of the County's full Invest Well document, to be eligible for the Invest Ready Incentive Package, the following requirements must be met:

- a. The subject property must achieve a minimum score (as identified by the County and reviewed on an annual basis), when evaluated against the County's 'criteria for investment', above; and
- b. The subject property must be sponsored and endorsed by the Township of Wellington North.

5.4.1.4 Program Details and Value

Where a property/applicant satisfies all applicable eligibility requirements, financial incentives may be available in three phases, as shown in the figure below, and described in this section.

PHASE ONE: Pre-Development Design/Study Grant:

- i. The County may contribute financially to the 'Design and Study Grant' offered through Section 4.1.1 of this CIP.
- ii. The grant will provide funding to cover eligible costs required to complete due diligence, planning, technical, and/or design studies that will investigate potential site-specific development constraints and/or provide new background information regarding a potential development and redevelopment project.
- iii. Eligible costs will include those outlined in Section 4.2 of this CIP.
- iv. If eligible and approved, a grant from the County will be provided for 100% of the total value of eligible costs, to a maximum of \$20,000 per project and/or property.
- v. This is not a matching grant and a grant made by the Township of Wellington North in the same amount is not required in order for the County to provide funding.

PHASE TWO: Tax Increment Equivalent Grant (TIEG):

The County may contribute financially to the Tax Increment Equivalent Grant offered through Section 4.2.2 of this CIP.

- i. The grant will provide funding to cover construction, demolition, on-site infrastructure, and other associated costs as a result of a redevelopment, adaptive reuse, building rehabilitation, or retrofit works.
- ii. Eligible costs will include those outlined in Section 4.2.2 of this CIP.
- iii. In addition, the following will be considered eligible costs for County funding only:
 - County tipping fees;
 - County planning application and building permit fees;
 - Any costs for design and study work not covered in PHASE ONE; and
 - Additional community improvement costs, as determined by the County.
- iv. The grant will be calculated based on the County portion of a property tax increment that is incurred as a result of a major community improvement project. Following the payment of County property taxes (annually or at the end of the five-year term), a grant will be provided to the landowner which is equal to the County portion of an increase in property taxation.
- v. The actual grant value will be calculated as follows:
 - In year one, the grant is equal to 100% of the County portion of the tax increment;
 - In year two, the grant is equal to 80% of the County portion of the tax increment;
 - In year three, the grant is equal to 60% of the County portion of the tax increment;
 - In year four, the grant is equal to 40% of the County portion of the tax increment; and
 - In year five, the grant is equal to 20% of the County portion of the tax increment.

PHASE THREE: Marketing /Investment Attraction Support:

For a discussion of this County-led initiative, refer to Section 3.2.1 of the full Invest Well document.

5.4.1.5 Payment

- a. Grant payments will be made upon successful completion of the project. All completed projects must comply with the approved project description as provided in the grant application form and submitted to the Township of Wellington North
- b. Grant payments from the County will be provided to the Township of Wellington North. Grants to the successful applicant will be issued and administered by the Township of Wellington North.

5.4.2 INVEST MORE GRANT PROGRAM**5.4.2.1 Purpose**

The Invest More Grant is in direct support of Goal 3 of Invest Well. It is intended to help

support a broad range of improvements to existing buildings/ properties and contribute to the overall beautification and revitalization of built-up areas. The Invest More Grant will help fund:

- a. Costs required to complete due diligence, planning, technical, and/or design studies that will investigate potential site-specific development constraints and/or provide new background information regarding a potential development and redevelopment project;
- b. Physical, structural, and aesthetic improvements to existing commercial, industrial, mixed-use, and office buildings/ properties and contribute to the overall beautification, revitalization, energy efficiency, function, and safety of built-up areas; and
- c. Other significant changes to a building, property, or business that result in the productive use of land and/or buildings to accommodate new job growth.

5.4.2.2 Who Benefits?

- a. Through the Invest More Grant, the following benefits are anticipated:
- b. The County, its member municipalities, and the public will benefit from the overall improvement and revitalization land and buildings; and
- c. Landowners/investors/businesses will benefit from additional financial and non-financial support from County of Wellington.

5.4.2.3 Who is Eligible?

In addition to the General Eligibility Criteria in Section 4.2.1 of this Plan and Section 4.0 of the County's full Invest Well document, to be eligible for the Invest More Grant, the following requirements must be met:

- a. The subject property must achieve a minimum score (as identified by the County and reviewed on an annual basis), when evaluated against the County's 'criteria for investment', above; and
- b. The subject property must be sponsored and endorsed by the Township of Wellington North.

5.4.2.4 Program Details and Value

Where a property/applicant satisfies all applicable eligibility requirements, the Invest More Grant may be available, subject to the following:

- a. The County may contribute financially to successful applicants of any grant programme offered in Section 4.2.1 of this CIP, with the exception of the TIEG (Section 4.2.2) as noted above.
- b. The grant will provide funding to cover eligible costs required for a broad range of physical, structural, and aesthetic improvements to existing commercial, industrial, mixed-use, and office buildings/properties, as determined by the County.
- c. Eligible costs will include those outlined in the eligible incentive programmes discussed in Section 5.4 of this CIP.
- d. In addition, for the Invest More grant, the following will be included as eligible costs:

- Roof-top patios, outdoor dining spaces/areas;
 - Privately Owned Publicly Accessible Spaces;
 - Bed and Breakfasts, and other short-term accommodations; and
 - Additional community improvement costs, as determined by the County.
- e. If eligible and approved, a grant from the County will be provided for 50% of the total value of eligible costs, to a maximum of \$10,000 per project and/or property.
- f. This is not a matching grant and a grant made by the Township of Wellington North in the same amount is not required in order for the County to provide funding; however, the applicant must be approved for at least one eligible program in the Township of Wellington North CIP (except for the TIEG).

5.4.2.5 Payment

- a. Grant payments will be made upon successful completion of the project. All completed projects must comply with the approved project description as provided in the grant application form and submitted to the Township of Wellington North
- b. Grant payments from the County will be provided to the Township of Wellington North. Grants to the successful applicant will be issued and administered by the Township of Wellington North.
- c. The Invest More Grant will be paid in a lump sum as a reimbursement of costs incurred.

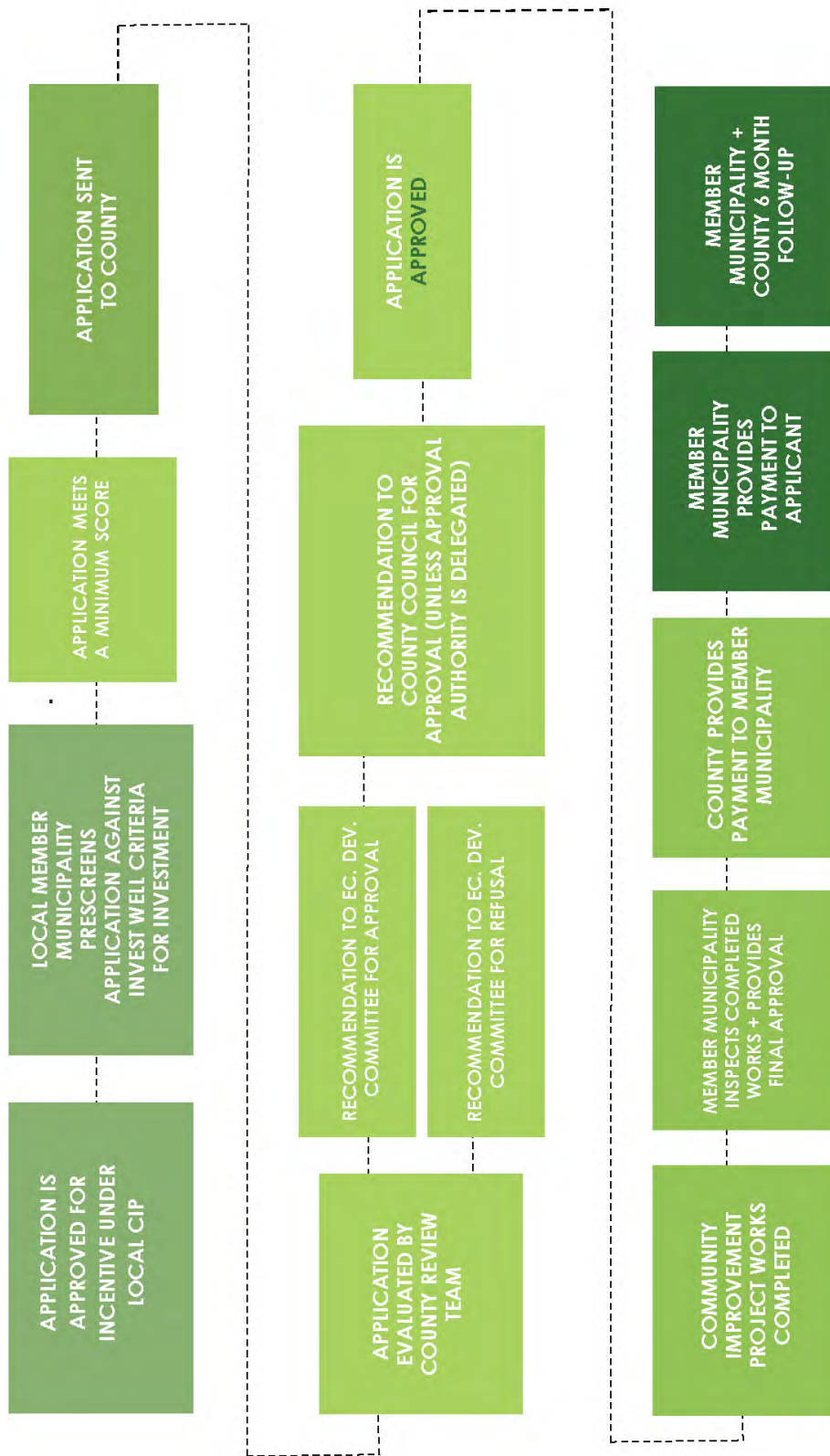
5.4.3 Application and Approvals Process

Applicants to the Township of Wellington North CIP will automatically be considered for County funding through the Invest Well Programmes, provided the applicant has participated in a pre-consultation meeting with Township of Wellington North Staff to discuss the proposal details, and to review the application against the eligibility requirements of the Township of Wellington North and Wellington County incentive programmes.

The following flow chart summarizes the process by which applications will be reviewed, evaluated, and approved for Invest Well incentives.

For additional information about the Invest Well Programme, applicants should consult with the Township of Wellington North Economic Development Officer.

5.5 INVEST WELL APPLICATION PROCESS FLOW CHART





**COMMUNITY FUTURES
INVEST WELL LOAN**

6.1 INTRODUCTION

It is often the case that a property owner wishes to improve his/her building but does not have the cash flow to cover the required matching funds of a Community Improvement Plan. This can result in lack of uptake of the programme and a property which remains in a poor state. To remedy this and further enhance the County Invest Well Programme (CIP), the two local Community Futures organizations have committed to providing additional business funding and support.

The two Community Futures (CFs) organizations in Wellington County are Wellington Waterloo Community Futures Development Corporation and Saugeen Economic Development Corporation. They are non-profit organizations mandated to support businesses by providing loans, business coaching and training workshops to encourage entrepreneurship and stimulate economic activity in rural communities. As part of a network of 268 organizations across Canada, they also provide community planning and economic development support. The Community Futures CIP contribution is an innovative and practical funding partnership as it can act as the catalyst to encourage business owners to invest in their property improvements. The County CIP encourages this kind of coordination and enables the Community Futures to contribute loans to supplement a project outside of the contribution by the municipalities. Businesses that were previously unaware of the Community Futures fleet of services may then, through the CIP, be stimulated to receive business advice or education.

6.2 THE PROCESS - SAUGEEN ECONOMIC DEVELOPMENT CORPORATION (SEDC)

For those businesses located in Wellington North and Minto and having received formal written approval by the Township to participate in the local CIP, the specific programme offered by the Saugeen Economic Development Corporation is as follows:

A Business Improvement Loan Fund to provide 50% of the matching funds required for a commercial and/or industrial revitalization project. The Fund would assist with:

- Small business equipment purchases/upgrades
- Leasehold and façade improvements
- IT needs including: Computers/Software/Websites/POS Systems

Terms:

- Proof of Municipal CIP approval
- Unsecured Business Loans up to \$20,000
- 5% Interest Rate
- Simple Application Process
- Flexible Repayment Terms
- Personal Guarantee Required

A further loan of 50% matching funds are available for residential improvements related to affordable housing and for infrastructure improvements up to \$20,000 at an interest rate of 5%. The funding would be based on based on municipal approval and require a personal guarantee. Requests over \$20,000 must be approved by SEDC and secured.

For further information, please visit www.sbdc.ca

6.3 THE PROCESS – WELLINGTON WATERLOO COMMUNITY FUTURES (WWCF)

For those businesses located in Mapleton, Centre Wellington, Erin, Guelph Eramosa and Puslinch and having already received formal written approval by the Township to participate in a local CIP, the specific programme offered by the Wellington Waterloo Community Futures Development Corporation (WWCFDC) is as follows:

A business development fund to assist commercial and/or industrial projects related to the County's Invest Well priority three: improve buildings and infrastructure. If approved to receive grant funds from a member municipal CIP, the applicant will automatically be approved to receive funding to put towards upfront and/or matching costs related to the approved grant. The funds will be loaned at a 3% rate on a 5-year term.

Terms:

- Proof of Municipal CIP approval
- Unsecured Business Loans up to \$20,000
- 3% Interest Rate
- Simple Application Process
- Flexible Repayment Terms
- Personal Guarantee Required

Requests over \$20,000 must be approved by WWCFDC and secured. For further information, please visit www.wwcf.ca.

6/14/23

Township of Wellington North
VENDOR CHEQUE REGISTER REPORT
Payables Management

Cheque Number	Vendor Cheque Name	Cheque Date	Amount
79342	Abell Pest Control Inc	6/14/23	\$321.36
79343	Arthur Foodland	6/14/23	\$66.55
79344	Arthur ACE Hardware	6/14/23	\$8,766.97
79345	BELLAMY CONTRACTING SERVICES L	6/14/23	\$189.84
79346	BJ Industries Inc.	6/14/23	\$513.02
79347	Broadline Equipment Rental Ltd	6/14/23	\$4,807.67
79348	Broadline Sanitation	6/14/23	\$452.00
79349	Canadian Tire #066	6/14/23	\$25.98
79350	Cedar Creek Tools Ltd	6/14/23	\$15.81
79351	Chalmers Fuels Inc	6/14/23	\$4,113.54
79352	County of Wellington Social Se	6/14/23	\$250.00
79353	D-licious Shawrama	6/14/23	\$417.65
79354	Dayson Industrial Services Inc	6/14/23	\$196,720.10
79355	Eastlink	6/14/23	\$536.75
79356	Eramosa Engineering Inc.	6/14/23	\$1,976.88
79357	Grand Quarry Ltd.	6/14/23	\$18,112.32
79358	Human Response Monitoring Cent	6/14/23	\$949.20
79359	Hydro One Networks Inc.	6/14/23	\$3,197.40
79360	Ivan Ireland Backhoe	6/14/23	\$2,118.75
79361	James Thome Construction Ltd.	6/14/23	\$4,017.15
79362	JD Mobile Repair Service	6/14/23	\$696.67
79363	KLAAS SWAVING LTD.	6/14/23	\$678.00
79364		6/14/23	\$528.55
79365	Leslie Motors Ltd.	6/14/23	\$135.54
79366	The Lynes Blacksmith Shop	6/14/23	\$10,000.00
79367	Mount Forest Fireworks Festiva	6/14/23	\$1,000.00
79368	Mount Forest Foodland	6/14/23	\$151.04
79369	Mt Forest & District Chamber o	6/14/23	\$200.00
79370	Michelin North America (Canada	6/14/23	\$7,439.38
79371	MOLOK NORTH AMERICA LTD	6/14/23	\$444.09
79372		6/14/23	\$1,900.00
79373	Peavey Mart	6/14/23	\$303.14
79374	Premier Equipment Ltd.	6/14/23	\$445.40
79375	Principles Integrity	6/14/23	\$233.06
79376		6/14/23	\$4,300.00
79377	Royal Bank Visa	6/14/23	\$15,587.39
79378	Saugeen Connects	6/14/23	\$900.00
79379		6/14/23	\$340.58
79380	Sharon Farms & Enterprises Lim	6/14/23	\$1,900.00
79381	The Personal Empowerment Studi	6/14/23	\$2,000.00

Cheque Number	Vendor Cheque Name	Cheque Date	Amount
79382	Tom Shupe Plumbing & Heating	6/14/23	\$3,164.00
79383	Trevor Roberts Auto Repair	6/14/23	\$643.81
79384	Troyan & Fincher in Trust	6/14/23	\$2,196.00
79385	Enbridge Gas Inc.	6/14/23	\$6,360.87
79386	Wachs Canada Ltd.	6/14/23	\$15,560.10
79387	Waste Management	6/14/23	\$1,433.12
79388	Watermark Solutions Ltd.	6/14/23	\$4,068.00
79389		6/14/23	\$4,300.00
79390	Wightman Telecom Ltd.	6/14/23	\$135.77
EFT0005160	ABC Recreation Ltd.	6/14/23	\$565.00
EFT0005161	Agrisan SC Pharma	6/14/23	\$11,187.59
EFT0005162	ALS Canada Ltd.	6/14/23	\$470.08
EFT0005163	Arthur & Area Historical Socie	6/14/23	\$2,500.00
EFT0005164	Arthur Home Hardware Building	6/14/23	\$567.88
EFT0005165	Artic Clear 1993 Inc.	6/14/23	\$34.00
EFT0005166	Bailey Repair Services	6/14/23	\$600.70
EFT0005167	B M Ross and Associates	6/14/23	\$50,925.04
EFT0005168	Canada's Finest Coffee	6/14/23	\$91.50
EFT0005169	CARQUEST Arthur Inc.	6/14/23	\$782.48
EFT0005170	Clark Bros Contracting	6/14/23	\$5,932.50
EFT0005171	Coffey Plumbing, Div. of KTS P	6/14/23	\$2,527.82
EFT0005172	Cook's Garage	6/14/23	\$99.62
EFT0005173	Cordes Enterprise	6/14/23	\$3,249.76
EFT0005174	Corporate Express Canada Inc.	6/14/23	\$299.38
EFT0005175	County of Wellington	6/14/23	\$7,180.00
EFT0005176	Steve Cudney	6/14/23	\$150.00
EFT0005177	Da-Lee Dust Control	6/14/23	\$77,099.31
EFT0005178	Darroch Plumbing Ltd.	6/14/23	\$2,439.00
EFT0005179	Decker's Tire Service	6/14/23	\$858.80
EFT0005180	Dewar Services	6/14/23	\$1,576.91
EFT0005181	Central Square Canada Software	6/14/23	\$2,814.41
EFT0005182	Duncan, Linton LLP, Lawyers	6/14/23	\$10,969.39
EFT0005183	Eric Cox Sanitation	6/14/23	\$236.05
EFT0005184	Excel Business Systems	6/14/23	\$338.19
EFT0005185	FOSTER SERVICES/822498 ONT INC	6/14/23	\$2,542.50
EFT0005186	FOXTON FUELS LIMITED	6/14/23	\$184.94
EFT0005187		6/14/23	\$379.07
EFT0005188	Grand River Conservation Auth	6/14/23	\$19,027.67
EFT0005189	GSP Group	6/14/23	\$2,282.60
EFT0005190	Hort Manufacturing (1986) Ltd.	6/14/23	\$271.15
EFT0005191	Huronian Welding	6/14/23	\$321.00
EFT0005192	Ideal Supply Inc.	6/14/23	\$331.69
EFT0005193	Joe Johnson Equipment Inc.	6/14/23	\$447.77
EFT0005194	K Smart Associates Limited	6/14/23	\$5,289.81
EFT0005195	Lange Bros.(Tavistock) Ltd	6/14/23	\$3,813.75
EFT0005196	M & L Supply, Fire & Safety	6/14/23	\$89.04

Cheque Number	Vendor Cheque Name	Cheque Date	Amount
EFT0005197	Maple Lane Farm Service Inc.	6/14/23	\$454.44
EFT0005198	Marcc Apparel Company	6/14/23	\$1,699.47
EFT0005199	Martin Drainage	6/14/23	\$11,640.76
EFT0005200	Midcom	6/14/23	\$1,278.31
EFT0005201	MRC Systems Inc	6/14/23	\$5,024.61
EFT0005202	Ontario One Call	6/14/23	\$22.64
EFT0005203	PACKET WORKS	6/14/23	\$1,107.40
EFT0005204	Paul Dray Legal Services	6/14/23	\$508.50
EFT0005205	PETRO-CANADA	6/14/23	\$4,346.30
EFT0005206	Pollard Distribution Inc.	6/14/23	\$36,064.60
EFT0005207	Pryde Truck Service Ltd.	6/14/23	\$2,920.00
EFT0005208	Purolator Inc.	6/14/23	\$5.25
EFT0005209	Risolv IT Solutions Ltd	6/14/23	\$10,600.52
EFT0005210	R. J. Burnside & Assoc. Ltd.	6/14/23	\$23,449.67
EFT0005211	ROBERTS FARM EQUIPMENT	6/14/23	\$60,528.84
EFT0005212	Rural Routes Pest Control Inc.	6/14/23	\$97.18
EFT0005213	Sanigear	6/14/23	\$3,214.93
EFT0005214	Saugeen Community Radio Inc.	6/14/23	\$1,356.00
EFT0005215	SGS Canada Inc.	6/14/23	\$2,484.34
EFT0005216	Stephen Hale	6/14/23	\$1,904.05
EFT0005217	Suncor Energy Inc.	6/14/23	\$24,305.30
EFT0005218	Toromont Industries Ltd.	6/14/23	\$218.64
EFT0005219	Town of Minto	6/14/23	\$649.98
EFT0005220	Tri-Mech Inc.	6/14/23	\$852.16
EFT0005221	Triton Engineering Services	6/14/23	\$26,546.11
EFT0005222	UnitedCloud Inc.	6/14/23	\$511.45
EFT0005223	Viking Cives Ltd	6/14/23	\$549.33
EFT0005224		6/14/23	\$100.00
EFT0005225	Wellington Advertiser	6/14/23	\$2,220.88
EFT0005226	Wellington North Power	6/14/23	\$10,567.11
EFT0005227		6/14/23	\$350.00
EFT0005228	Work Equipment Ltd.	6/14/23	\$1,290.69
EFT0005229	Young's Home Hardware Bldg Cen	6/14/23	\$1,073.47
	Total Amount of Cheques:		\$791,032.78



Staff Report

To: Mayor and Members of Council Meeting of June 19, 2023
From: Tammy Stevenson, Senior Project Manager
Subject: OPS 2023-023 being a report on Traffic Counts

RECOMMENDATION

THAT Council of the Township of Wellington North receive Report OPS 2023-023 being a report on Traffic Counts; and

AND FURTHER THAT Council direct staff to include an annual \$10,000 traffic count allowance starting in the 2024 budget year.

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

Report OPS 2022-031 being a report on Traffic Bylaw

Report OPS 2021-026 being a report on Traffic Counts

Report OPS 2021-022 being a report on Traffic Counts

Report OPS 2020-029 being a report on Traffic Counts

BACKGROUND

Township staff coordinated traffic counts throughout Wellington North that were completed by a contractor in the spring of 2023.

Thirty five (35) traffic counts were conducted on May 9, 2023, with additional two (2) counts on May 10 and one (1) count on May 11, 2023, which are provided in Appendix A. Locations of the traffic counts are shown in Appendix B. These counts provide objective information of vehicles volumes on roads during a 24-hour period which can be used to inform conversations on maintenance prioritization, customer inquiries, municipal studies, development inquiries and other.

Some points of interest contained within Appendix A:

1. Smith Street saw 12,096 vehicles while Main Street South saw 9,140 and Main Street North saw 10,484 vehicles.
2. Queen Street East, west of Fergus Street had 2,510 east bound traffic and 3,519 west bound traffic.

3. Smith Street, east of Conestoga Street had 5,246 east bound traffic and 6,850 west bound traffic.
4. School vehicle daily traffic counts:
 - a. Arthur Public School (Conestoga Street) = 1,196
 - b. Arthur Christina School (Eliza Street) = 1,443
 - c. St. Johns Catholic School (Tucker Street) = No Data Collected
 - d. Victoria Cross Public School (Durham Street West) = 985
 - e. St. Mary's Catholic School (Parkside Drive/York Street) = No Data Collected
 - f. Kenilworth Public School (Sideroad 7E) = 184 vehicles
 - g. Wellington Heights Secondary School = No Data Collected County Road

It is noted that the Township was in the process of completing the spring gravel program and hauling gravel out of the Concession 4 N Ferguson Pit in concert with the traffic count being conducted. Concession 4 N traffic count represents an upper high volume limit of traffic during a short period of gravel pit operations and does not accurately represent the average daily traffic.

A summer traffic count will be conducted to support the 2023 Road Needs Study update which will include Concession 4 N and other township roads as identified by the consultant and in coordination with township staff.

COMMUNITY VEHICLE SPEED:

Arthur

The urban community of Arthur has a posted speed limit of 50 km/hr. Seven (7) traffic collector devices were set up throughout the community and it was observed that Smith Street had an average speed of 52 km/hr with an 85% percentile of 60 km/hr. The local streets had an average speed ranging between 37-45 km/hr with an 85% percentile ranging between 48-56 km/hr.

Mount Forest

The urban community of Mount Forest has a posted speed limit of 50 km/hr. Twelve (12) traffic collector devices were set up throughout the community and it was observed that Main Street North, Main Street South, Queen Street West and Queen Street East had an average speed range between 36-55 km/hr with an 85% percentile range between 47-66 km/hr. The local streets had an average speed ranging between 35-44 km/hr with an 85% percentile ranging between 46-54 km/hr.

Rural Roads

Sideroad 7W has the posted speed limit of 50 km/hr and had an average speed of 42 km/hr with an 85% percentile of 55 km/hr.

The rural roads that had traffic collector devices set up were on roads that have a posted speed limit of 80 km/hr. Sixteen (16) traffic collector devices were set up throughout the community and it was observed that an average speed range between 40-93 km/hr with an 85% percentile range of 54-108 km/hr.

FINANCIAL CONSIDERATIONS

These counts cost ~\$4,452.20 inclusive of HST or ~\$100/location for 24 hours plus setup cost.

ATTACHMENTS

Appendix A – 2023 Spring Traffic Count Summary

Appendix B – 2023 Spring Traffic Count Map

STRATEGIC PLAN 2019 – 2022

Do the report's recommendations align with our Strategic Areas of Focus?

Yes

No

N/A

Which priority does this report support?

Modernization and Efficiency

Partnerships

Municipal Infrastructure

Alignment and Integration

Prepared By:	Tammy Stevenson, Senior Project Manager	<i>Tammy Stevenson</i>
Recommended By:	Brooke Lambert, Chief Administrative Officer	<i>Brooke Lambert</i>

2023 Spring Traffic Count Summary
Tuesday, May 9, 2023

MAP ID	ROAD NAME	TRAFFIC COUNT				SPEED COUNT		
		ROAD DIRECTION	NORTH OR EAST	SOUTH OR WEST	TOTAL	POSTED SPEED	85% PERCENTILE	AVERAGE SPEED
WN23-001	Conestoga Street - N of Smith Street	NS	555	641	1196	50	50	41
WN23-002	Smith Street - E of Conestoga Street	EW	5246	6850	12096	50	60	52
WN23-003	Frederick Street West - S of Edward Street	NS	137	276	413	50	54	42
WN23-004	Francis Street East - W of George Street	EW	88	92	180	50	48	37
WN23-005	Eliza Street - S of Eastview Drive	NS	759	684	1443	50	52	42
WN23-006	Isabella Street East - N of Leonard Street	NS	480	498	978	50	56	45
WN23-007	Domville Street - N of Farrel Lane	NS	400	463	863	50	49	39
WN23-008	Queen Street West - E of Durham Street	EW	2176	2131	4307	50	66	55
WN23-009	Durham Street E - E of Normandy Street N	EW	458	527	985	50	49	37
WN23-010	Main Street N - N of Durham Street	NS	5097	5387	10484	50	57	48
WN23-011	Main Street S - S of King Street	NS	4795	4345	9140	50	47	36
WN23-012	Egremont Street S - N of King Street	NS	361	351	712	50	48	39
WN23-013	London Road - N of Wellington Street E	NS	325	290	615	50	54	44
WN23-014	Wellington Street E - E of London Road N	EW	68	78	146	50	46	35
WN23-015	Queen Street E - W of Fergus Street N	EW	2510	3519	6029	50	55	45
WN23-016	Martin Street - E of Cork Street	EW	185	225	410	50	53	41
WN23-017	Ayrshire Street - N of Clyde Street	NS	141	111	252	50	49	40
WN23-018	Lovers Lane - S of Hwy 89	NS	62	65	127	80	78	63
WN23-019	Sideroad 5 West - W of Conc 11	EW	78	92	170	80	97	78
WN23-020	Concession 6 N - S of Sideroad 3E	NS	394	383	777	80	108	93
WN23-021	Concession 4 N - S of Sideroad 3E^	NS	116	94	210	80	72	57
WN23-022	Line 10 - W of Sideroad 13	EW	60	68	128	80	92	78
WN23-023	Concession 9 - N of Sideroad 7W	NS	244	197	441	80	103	86
WN23-024	Sideroad 7W - E of Conc 7	EW	68	116	184	50	55	42
WN23-025	Line 8 - W of Sideroad 13	EW	21	24	45	80	92	72
WN23-026	Sideroad 9 W - E of Conc 9	EW	26	22	48	80	88	66
WN23-027	Sideroad 10 E - E of Conc 4	EW	51	47	98	80	91	66
WN23-028	Line 6 - E of Sideroad 3	EW	155	118	273	80	99	87

MAP ID	ROAD NAME	TRAFFIC COUNT				SPEED COUNT		
		ROAD DIRECTION	NORTH OR EAST	SOUTH OR WEST	TOTAL	POSTED SPEED	85% PERCENTILE	AVERAGE SPEED
WN23-029	Line 4 - W of Sideroad 13	EW	71	66	137	80	93	76
WN23-030	Line 2 - W of Sideroad 7	EW	350	298	648	80	107	93
WN23-031	Sideroad 13 - N of Line 2	NS	23	14	37	80	73	52
WN23-032	Line 1 - S of Wellington Road 109	NS	244	229	473	80	54	40
WN23-033	Sideroad 25 - E of 2nd Line	EW	59	51	110	80	70	55
WN23-034	Wellington Street E - W of Fergus Street N	EW	821	931	1752	50	42	35
WN23-035	Wellington Street E - W of London Road S	EW	322	286	608	50	49	38
WN23-034	Wellington Street E - W of Fergus Street N*	EW	810	938	1748	50	43	35
WN23-035	Wellington Street E - W of London Road S*	EW	309	296	605	50	48	38
WN23-036	Concession 4 N-S of Sideroad 2E**^	NS	128	128	256	80	85	52

* 24 hour count on May 10, 2023

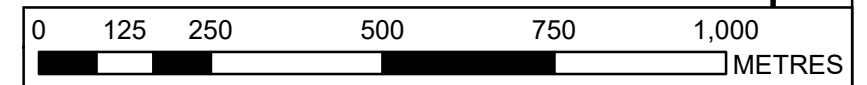
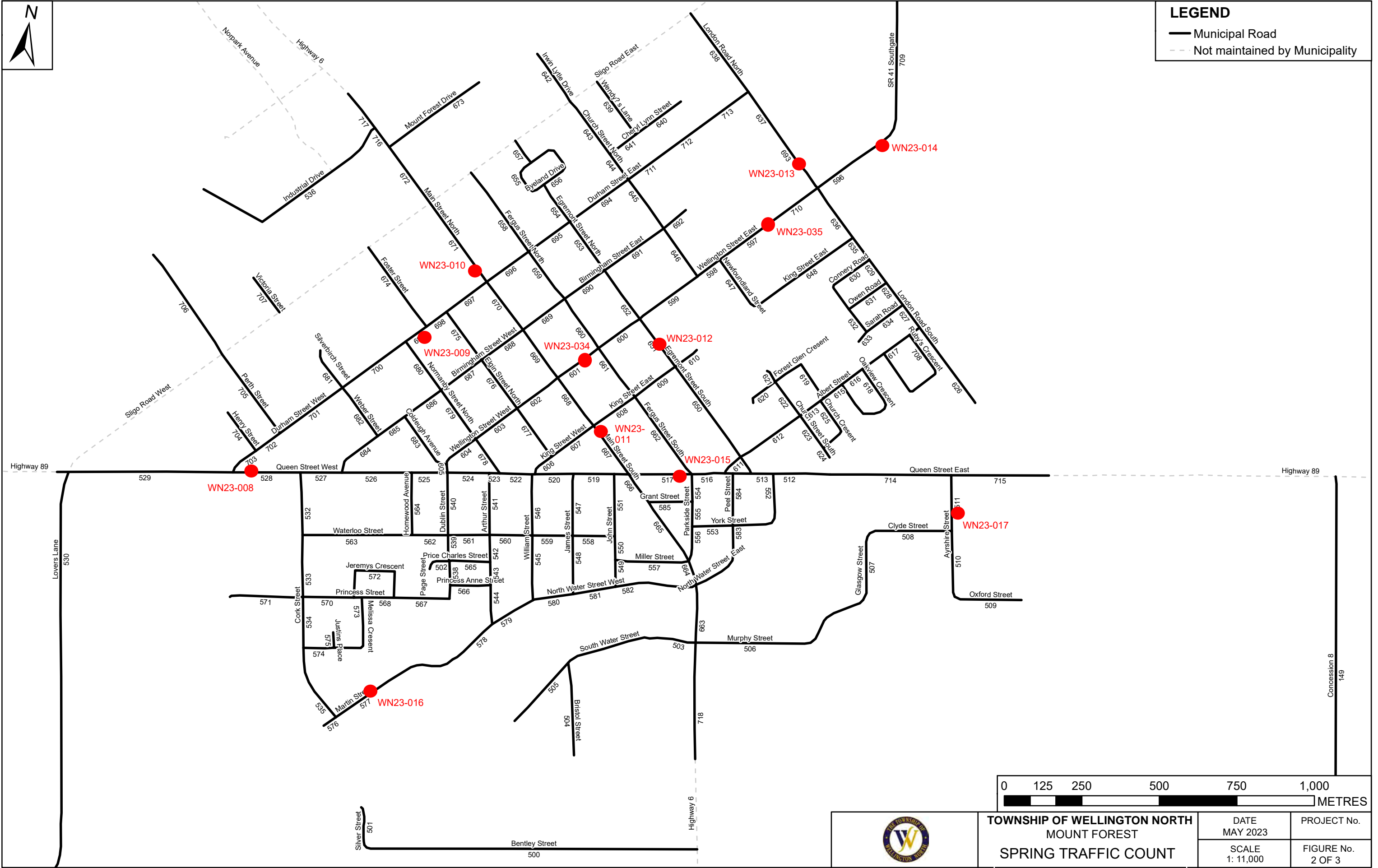
** 24 hour count on May 11, 2023


^Township was hauling spring gravel out of Ferguson Pit on Concession 4 N during the traffic count study.



LEGEND

- Municipal Road
- - - Not maintained by Municipality

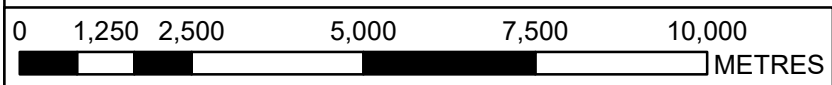
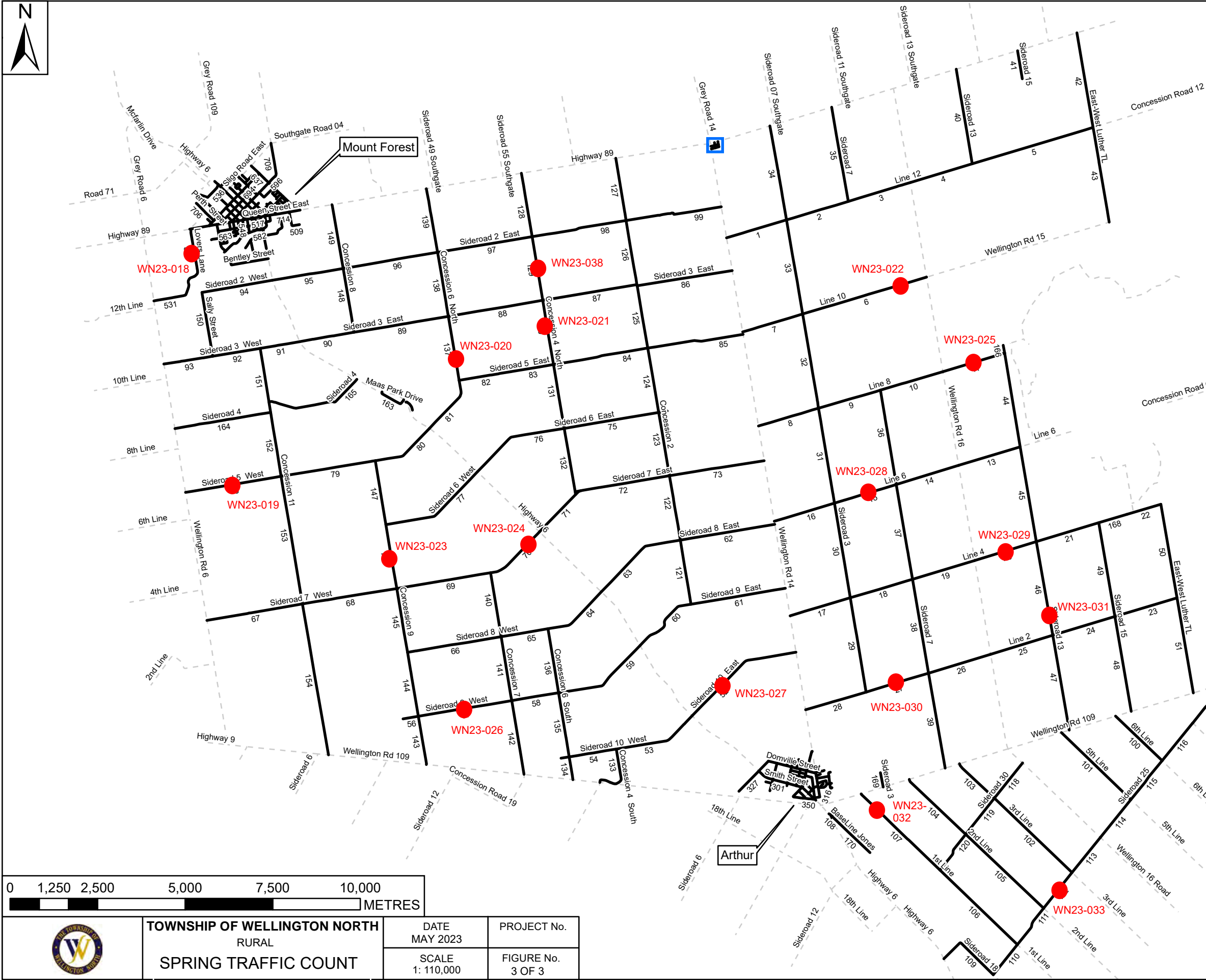
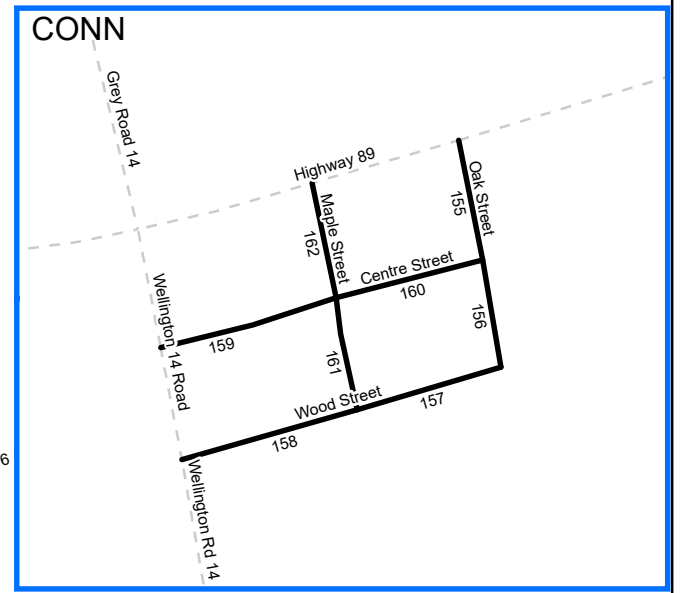


	TOWNSHIP OF WELLINGTON NORTH		DATE	PROJECT No.
	MOUNT FOREST		MAY 2023	
SPRING TRAFFIC COUNT			SCALE	FIGURE No.
			1: 11,000	2 OF 3



LEGEND

- Municipal Road
- - - Not maintained by Municipality



	TOWNSHIP OF WELLINGTON NORTH		DATE	PROJECT No.
	RURAL		MAY 2023	
SPRING TRAFFIC COUNT		SCALE	FIGURE No.	
		1: 110,000	3 OF 3	



Staff Report

To: Mayor and Members of Council Meeting of June 19, 2023
From: Tammy Stevenson, Senior Project Manager
Subject: OPS 2023-024 being a report on Jack’s Way Security Reduction

RECOMMENDATION

THAT Council of the Township of Wellington North receive Report OPS 2023-024 being a report on Jack’s Way Security Reduction;

AND FURTHER THAT Council grant 5053745 Ontario Inc., for its Jack’s Way subdivision in the community of Mount Forest (Draft Plan 23T-18004), a reduction in securities to the amount of \$617,590.00;

AND FURTHER THAT Council direct staff to reduce the security amount to \$617,590.00.

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

Resolution 2023-108 – Preliminary Acceptance of Stages 1 and 2

Report DC 2022-033 Jack’s Way Subdivision Agreement

BACKGROUND

The Jack’s Way Subdivision is located south of Durham Street East and west of London Road in Mount Forest. Construction of the works started in the fall of 2022 under a Subdivision Agreement dated August 29, 2022. By resolution of Council at the March 20, 2023, Council meeting Preliminary Acceptance was granted for Stages 1 and 2 infrastructure services for this development.

The Developer’s engineer, Cobide Engineering, is requesting a security reduction for work that has been completed as part of this subdivision development including supporting calculations, as shown Appendix 1. Municipal consulting engineer, B.M. Ross and Associates Limited, has reviewed the supporting documentation and recommend a reduction of security to the amount of \$617,590.00 as shown in Appendix 2.

FINANCIAL CONSIDERATIONS

None.

ATTACHMENTS

Appendix A – Cobide Engineering letter dated May 29, 2023
Reduction of Securities Jacks Way Subdivision Township of Wellington North

Appendix B – B.M. Ross and Associates Limited letter dated June 13, 2023
Jack's Way Subdivision Draft Plan 23T-18004 Securities Reduction

STRATEGIC PLAN 2019 – 2022

Do the report's recommendations align with our Strategic Areas of Focus?

Yes No N/A

Which priority does this report support?

Modernization and Efficiency Partnerships
 Municipal Infrastructure Alignment and Integration

Prepared By:	Tammy Stevenson, Senior Project Manager	<i>Tammy Stevenson</i>
Recommended By:	Brooke Lambert, Chief Administrative Officer	<i>Brooke Lambert</i>



May 29, 2023

BY EMAIL ONLY

Mr. Darren Jones, Chief Building Official
Township of Wellington North
7490 Sideroad 7 W.,
P.O. Box 125
Kenilworth, ON N0G 2E0

Tel: 519- 848-3620 ext. 62
Fax. 519-848-1119
Email: djones@wellington-north.com

**Subject: Reduction of Securities
Jacks Way Subdivision
Township of Wellington North**
O/Ref.: 01809

Dear Mr. Jones:

In accordance with Section 9.3 of the approved subdivision agreement for the Jacks Way Subdivision, we are submitting a request on behalf of the owners for the partial release of the securities that are currently being retained by the Township of Wellington North for this subdivision.

We have attached the value of the remaining works and deficiencies to be completed as of May 29, 2023 in Appendix A. Based on our calculations, the value of the remaining works are estimated to be approximately **\$357,546**.

The updated calculations for the securities to be retained by the Township of Wellington North are attached in Appendix B. Based on these calculations, the updated amount to be retained is approximately **\$617,590**. We would request that the existing Letter of Credit currently being retained by the Township for this development be reduced to this amount.

If you have any questions regarding the above, please contact the undersigned at 519-506-5959, extension 101.

Yours truly,



Travis Burnside, P.Eng.
Director

Encl.
cc: Brad Wilson, Wilson Developments (Developer)

C:\Users\Admin\Documents\Cobide\Take Home\2023-05-26 Reduction of Securities\2023-05-28 le Jones Reduction of Securities.docx

APPENDIX A
JACKS WAY SUBDIVISION
REMAINING WORK AND DEFICIENCIES

01809

May 29, 2023

**Jacks Way Subdivision
 Remaining Work and Deficiencies
 May 29, 2023**

As of May 29, 2023, the remaining work to be completed in the Jack's Way Subdivision includes the following:

Item	Description	Estimated Value
1.0	General Construction Items and Removals	\$7,200.00
2.0	Sanitary Sewers and Appurtenances	\$12,000.00
3.0	Watermain and Appurtenances	\$0.00
4.0	Storm Works/Sewers	\$30,500.00
5.0	Road Works	\$199,050.00
5.0	Electrical Servicing	\$25,200.00
5.0	Contingency (5%)	\$13,697.50
7.0	Engineering (10%)	\$28,764.75
	Sub-Total	\$316,412.25
	13% HST	\$41,133.59
	Total Value of Remaining Work	\$357,545.84

Project No. 01809

May 26, 2023



**Jack's Way Subdivision - Mount Forest
Remaining Works Cost Estimate
Township of Wellington North**

Item	Tender Cost Summary	Total
1.0	General Construction Items and Removals	\$7,200.00
2.0	Sanitary Sewers and Appurtenances	\$12,000.00
3.0	Watermain and Appurtenances	\$0.00
4.0	Storm Works/Sewers	\$30,500.00
5.0	Road Works	\$199,050.00
6.0	Electrical Servicing	\$25,200.00
7.0	Contingency Allowance (5%)	\$13,697.50
8.0	10% Engineering	\$28,764.75
9.0	13% HST	\$41,133.59

Total Preliminary Cost		\$357,545.84
-------------------------------	--	---------------------

1.0	General Construction Items and Removals	Quantity	Unit	Unit Price	Total
1.01	Mobilization/Demobilization	0%	LS	\$10,000.00	\$0.00
1.02	Materials Testing	20%	LS	\$20,000.00	\$4,000.00
1.03	Traffic Control	20%	LS	\$2,500.00	\$500.00
1.04	Supply, Install, Maintain and Remove Temporary Mud Mat (Provisional)	0	Each	\$1,500.00	\$0.00
1.05	Supply, Install, Maintain and Remove Light-Duty Silt Fence	0	m	\$18.00	\$0.00
1.06	Supply, Install, Maintain and Remove Rock Check Dams	0	Each	\$700.00	\$0.00
1.07	Clearing and Grubbing	0%	LS	\$7,500.00	\$0.00
1.08	Topsoil Stripping (Ditch on Birmingham Street)	0	m ²	\$5.00	\$0.00
1.09	Cut/Fill on Site (Road Allowance and Pond Only)	0	m ³	\$8.00	\$0.00
1.10	Supply and Install Trees	9	Each	\$300.00	\$2,700.00
Total Section 1.0					\$7,200.00

2.0	Sanitary Sewers and Appurtenances	Quantity	Unit	Unit Price	Total
2.01	375 mm dia. PVC SDR-35 Sanitary Sewer	0	m	\$320.00	\$0.00
2.02	250 mm dia. PVC SDR-35 Sanitary Sewer	0	m	\$240.00	\$0.00
2.03	200 mm dia. PVC SDR-35 Sanitary Sewer	0	m	\$210.00	\$0.00
2.04	1200 mm dia. Sanitary Manhole	0	Each	\$6,500.00	\$0.00
2.05	125 mm dia. Sanitary Service	0	Each	\$1,800.00	\$0.00
2.06	Connect Proposed Sanitary Sewer to Existing Sanitary Manhole	0	Each	\$1,500.00	\$0.00

2.07	Closed Circuit Television Inspection- Substantial Performance	0%	LS	\$12,000.00	\$0.00
2.08	Closed Circuit Television Inspection- 3 Months Prior to End of Warranty Period	100%	LS	\$12,000.00	\$12,000.00
Total Section 2.0					\$12,000.00
3.0	Watermain and Appurtenances	Quantity	Unit	Unit Price	Total
3.01	150 mm dia. PVC DR 18 Watermain	0	m	\$210.00	\$0.00
3.02	150 mm dia. Gate Valve	0	Each	\$3,500.00	\$0.00
3.03	200 mm dia. PVC DR 18 Watermain	0	m	\$210.00	\$0.00
3.04	250 mm dia. PVC DR 18 Watermain	0	m	\$240.00	\$0.00
3.05	250 mm dia. Gate Valve	0	Each	\$4,000.00	\$0.00
3.06	Supply & Install Fire Hydrant c/w Hydrant Sign and Test Box	0	Each	\$10,000.00	\$0.00
3.07	Supply & Install 19mm dia. Water Service	0	Each	\$1,500.00	\$0.00
3.08	Watermain Insulation	0	m	\$100.00	\$0.00
3.09	Connect to Existing Watermain	0	Each	\$4,000.00	\$0.00
3.10	Commission Watermain	0%	LS	\$5,000.00	\$0.00
Total Section 3.0					\$0.00
4.0	Storm Works/Sewers	Quantity	Unit	Unit Price	Total
4.01	250 mm dia. HDPE Storm Sewer	0	m	\$180.00	\$0.00
4.02	300 mm dia. HDPE Storm Sewer	0	m	\$190.00	\$0.00
4.03	375 mm dia. HDPE Storm Sewer	0	m	\$200.00	\$0.00
4.04	450 mm dia. HDPE Storm Sewer	0	m	\$220.00	\$0.00
4.05	Connect Proposed Storm Sewer to Existing Storm Manhole	0	Each	\$1,500.00	\$0.00
4.06	Supply & Install 1200 mm dia. Precast Concrete Manhole	0	Each	\$4,000.00	\$0.00
4.07	Supply & Install 1200 mm dia. Precast Concrete Catchbasin Manhole	0	Each	\$4,200.00	\$0.00
4.08	Supply & Install 600 x 600 mm Precast Concrete Catchbasin	0	Each	\$3,500.00	\$0.00
4.09	Supply & Install 1500 mm dia. Precast Concrete Twin Inlet Catchbasin Manhole c/w Tideflex check valve	0	Each	\$10,000.00	\$0.00
4.10	Supply & Install 600 x 1450 mm Precast Concrete Twin Inlet Catchbasin	0	Each	\$4,250.00	\$0.00
4.11	Supply & Install HDPE Inlet Basin	0	Each	\$4,000.00	\$0.00
4.12	Supply & Install Oil Grit Separator Unit	0	Each	\$40,000.00	\$0.00
4.13	Supply & Install 100 mm dia. Storm Sewer Lateral	0	Each	\$1,400.00	\$0.00
4.14	Supply & Install 150 mm dia. Perforated Subdrain	0	m	\$40.00	\$0.00
4.15	Supply & Place Rip-Rap c/w Geotextile	85	m ²	\$100.00	\$8,500.00
4.16	Supply & Install Duramat Interlocking Open Cell Concrete Pavers (Pond Outlet and Overflow)	100%	LS	\$10,000.00	\$10,000.00
4.17	Supply & Install Concrete Headwall c/w Orifice and Trash Gate	0	Each	\$10,000.00	\$0.00
4.18	Closed Circuit Television Inspection- Substantial Performance	0%	LS	\$12,000.00	\$0.00

4.19	Closed Circuit Television Inspection- 3 Months Prior to End of Warranty Period	100%	LS	\$12,000.00	\$12,000.00
Total Section 4.0					\$30,500.00
5.0	Road Works	Quantity	Unit	Unit Price	Total
5.01	Subgrade & Boulevard Preparation	0%	LS	\$7,500.00	\$0.00
5.02	Supply & Place Granular 'B'	0	Tonne	\$17.00	\$0.00
5.03	Supply & Place Granular 'A'	600	Tonne	\$19.00	\$11,400.00
5.04	HL-4 Hot Mix Asphalt (50mm Base Course)	0	Tonne	\$160.00	\$0.00
5.05	HL-3 Hot Mix Asphalt (40mm Surface Course)	240	Tonne	\$160.00	\$38,400.00
5.06	Supply & Install Concrete Barrier Curb and Gutter (OPSD 600.040)	0	m	\$100.00	\$0.00
5.07	Supply & Install Concrete Mountable Curb and Gutter (OPSD 600.100)	0	m	\$85.00	\$0.00
5.08	Install Concrete Spillway (OPSD 604.010)	0	Each	\$2,000.00	\$0.00
5.09	Supply & Install 1.5 m Concrete Sidewalk (150mm thickness in driveways)	245	m ²	\$100.00	\$24,500.00
5.10	Supply & Install Tactile Plates	3	Each	\$500.00	\$1,500.00
5.11	Concrete Pad for Canada Post Community Mailbox	5	m ²	\$700.00	\$3,500.00
5.12	Dust Control	0%	LS	\$2,500.00	\$0.00
5.13	Supply & Install Traffic Signs	0	Each	\$500.00	\$0.00
5.14	Supply & Install Fencing	71	m	\$300.00	\$21,300.00
5.15	Construct Stone Dust Trail	1,210	m ²	\$20.00	\$24,200.00
5.16	Supply & Install Maintenance Access Gates	4	Each	\$1,000.00	\$4,000.00
5.17	Supply & Install Erosion Control Blanket (Provisional)	1,950	m ²	\$5.00	\$9,750.00
5.18	Supply & Place Topsoil and Sod (Ditch on Birmingham Street)	2,100	m ²	\$15.00	\$31,500.00
5.19	Supply & Place Topsoil, Seed, and Mulch (Stormwater Management Pond)	2,900	m ²	\$10.00	\$29,000.00
5.20	Supply & Install Road Crossing Ducts (3 crossings, 15 ducts each)	0%	LS	\$25,000.00	\$0.00
Total Section 5.0					\$199,050.00
6.0	Electrical Servicing	Quantity	Unit	Unit Price	Total
6.01	Streetlights	6	Each	\$4,200.00	\$25,200.00
Total Section 6.0					\$25,200.00
Notes:					
1. The Estimate of Construction costs is provide for budgetary purposes only. This is not to be interpreted as a guarantee by Cobide Engineering Inc. as a guarentee of actual construction costs					

APPENDIX B

JACKS WAY SUBDIVISION

DISCHARGE OF SECURITIES

CALCULATION OF AMOUNT OF SECURITIES TO BE RETAINED BY TOWNSHIP

01809

May 29, 2023

**Jacks Way Subdivision
Discharge of Securities
Amount of Securities to be Retained by Township of Wellington North**

Estimated Value of Remaining Work / Deficiencies		\$357,545.84
Maintenance Holdback		\$260,044.61
• Jacks Way		
Total Securities	\$1,657,768.90	
Total Value of Work Completed	\$1,300,223.06	
20% Maintenance Holdback	\$260,044.61	
Total Securities to be Retained by the Township of Wellington North		\$617,590.45



B. M. ROSS AND ASSOCIATES LIMITED
Engineers and Planners
Box 1179, 206 Industrial Drive
Mount Forest, ON, Canada N0G 2L0
p. (519) 323-2945 www.bmross.net

File No. 18285

June 13, 2023

BY EMAIL ONLY

Darren Jones, CBCO
Township of Wellington North
7490 Sideroad 7 W, PO Box 125
Kenilworth, ON, N0G 2E0

Re: Jack's Way Subdivision
Draft Plan 23T-18004
-- Securities Reduction --

On August 29, 2022, 5053745 Ontario Inc. entered into a Subdivision Agreement with the Township for a residential subdivision in Mount Forest (Jack's Way). In accordance with terms of that Agreement, their Engineer (Cobide Engineering Inc.) has submitted a May 29, 2023, letter requesting a reduction to the securities amount. The purpose of our letter is to provide you with our recommendation pertaining to this request.

The current securities amount for this subdivision is \$1,657,768.90. Cobide Engineering is requesting securities be reduced by \$1,040,178.90, to \$617,590.00, which is for incomplete work (e.g. SWM pond erosion controls and restoration; Stage 3 & Stage 4 Works) and a 20% holdback for the completed works. We find this value to be reasonable.

We note that, by resolution of Council on March 20, 2023, the Township granted the Developer Preliminary Acceptance for Stages 1 & 2 based on a March 15, 2023, BMROSS letter. That letter also outlined numerous deficiencies that the Developer needs to address in a timely manner prior to the expiration of the maintenance period.

A Statutory Declaration re: Payment of Accounts, dated May 30, 2023, has been provided by the Developer in support of their request for a reduction in securities.

Based on the foregoing, it is our opinion the Township could pass the following resolution:

THAT the Council of the Corporation of the Township of Wellington North grant 5053745 Ontario Inc., for its Jack's Way subdivision in the community of Mount Forest (Draft Plan 23T-18004), a reduction in securities to the amount of \$617,590.00.

If you have any questions, please contact us.

Yours very truly

B. M. ROSS AND ASSOCIATES LIMITED

Per 

Frank Vanderloo, P. Eng.

FCV:fcv

c.c. Travis Burnside, Cobide
Brad Wilson, Developer



Staff Report

To: Mayor and Members of Council Meeting of June 19, 2023
From: Tammy Stevenson, Senior Project Manager
Subject: OPS 2023-025 being a report on Jefferey Way Security Reduction

RECOMMENDATION

THAT Council of the Township of Wellington North receive Report OPS 2023-025 being a report on Jefferey Way Security Reduction;

AND FURTHER THAT Council receive the correspondence from Frank Vanderloo, P. Eng, B.M. Ross and Associates Limited, dated June 13, 2023, regarding Mt. Forest Developments Inc. Subdivision (Jefferey Way, Mount Forest) Draft Plan 23T-18001 – Securities Reduction;

AND FURTHER THAT Council grant Mount Forest Developments Inc., for the Jefferey Way Subdivision (Draft Plan 23T-18001) in the community of Mount Forest, a reduction in securities to the amount of \$249,891.00;

AND FURTHER THAT Council direct staff to reduce the security amount to \$249,891.00.

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

Resolution 2022-227 – Preliminary Acceptance of Stage 3

Resolution 2021-402 – Preliminary Acceptance of Stages 1 and 2 Infrastructure Services and security reduction

Report DC 2019-004 Mount Forest Developments Inc. Draft Plan of Subdivision Agreement

BACKGROUND

The Mount Forest Development Inc. Subdivision (Jefferey Way) is located south of Durham Street East and west of Church Street North in Mount Forest. Construction of the works started in 2021 under a Subdivision Agreement dated October 7, 2019. By resolution of Council at the December 13, 2021, Council meeting Preliminary Acceptance was granted for Stages 1 and 2 infrastructure services for this development and security reduction. By resolution of Council at the June 27, 2022, Council meeting Preliminary Acceptance was granted for Stage 3 works.

The Developer's engineer, Cobide engineering, is requesting a security reduction for work that has been completed as part of this subdivision development including supporting calculations, as shown Appendix 1. Municipal consulting engineer, B.M. Ross and Associates Limited, has

reviewed the supporting documentation and works completed to date. BMROSS has recommend a reduction of security to the amount of \$617,590.00 as shown in Appendix 2.

FINANCIAL CONSIDERATIONS

None.

ATTACHMENTS

Appendix A – Cobide Engineering letter dated May 29, 2023
Reduction of Securities Durham/Church Street Subdivision Township of Wellington North

Appendix B – B.M. Ross and Associates Limited letter dated June 13, 2023
Mt. Forest Developments Inc. Subdivision (Jefferey Way, Mount Forest)
Draft Plan 23T-18001 Securities Reduction

STRATEGIC PLAN 2019 – 2022

Do the report's recommendations align with our Strategic Areas of Focus?

Yes No N/A

Which priority does this report support?

Modernization and Efficiency Partnerships
 Municipal Infrastructure Alignment and Integration

Prepared By:	Tammy Stevenson, Senior Project Manager	<i>Tammy Stevenson</i>
Recommended By:	Brooke Lambert, Chief Administrative Officer	<i>Brooke Lambert</i>



May 29, 2023

BY EMAIL ONLY

Mr. Darren Jones, Chief Building Official
Township of Wellington North
7490 Sideroad 7 W.,
P.O. Box 125
Kenilworth, ON N0G 2E0

Tel: 519- 848-3620
Fax. 519-848-1119
Email: djones@wellington-north.com

**Subject: Reduction of Securities
Durham/ Church Street Subdivision
Township of Wellington North**
O/Ref.: 03701

Dear Mr. Jones:

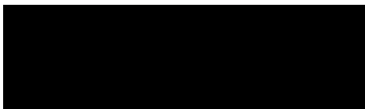
In accordance with Section 9.3 of the approved subdivision agreement for the Durham/ Church Street Subdivision, we are submitting a request on behalf of the owners for the partial release of the securities that are currently being retained by the Township of Wellington North for this subdivision.

We have attached the value of the remaining works and deficiencies to be completed as of May 29, 2023 in Appendix A. Based on our calculations, the value of the remaining works are estimated to be approximately **\$52,337**.

The updated calculations for the securities to be retained by the Township of Wellington North are attached in Appendix B. Based on these calculations, the updated amount to be retained is approximately **\$249,891**. We would request that the existing Letter of Credit currently being retained by the Township for this development be reduced to this amount.

If you have any questions regarding the above, please contact the undersigned at 519-506-5959, extension 101.

Yours truly,



Travis Burnside, P.Eng.
Director

Encl.

cc: Brad Wilson, Wilson Development Corp. (Developer)

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APPENDIX A
DURHAM/ CHURCH STREET SUBDIVISION
REMAINING WORK AND DEFICIENCIES

03701

May 29, 2023

DURHAM/ CHURCH STREET SUBDIVISION
Remaining Work and Deficiencies
May 29, 2023

As of May 29, 2023, the remaining work to be completed in the Durham/ Church Street Subdivision includes the following:

Item	Description	Estimated Value
1.1	HL3 Asphalt - Surface Lift (115 tonne @ \$125.00/tonne)	\$14,375.00
1.2	Supply and Install Concrete Sidewalk (75 m2 @ \$80/m2)	\$6,000.00
1.3	Supply and Install Tactile Plates (2 @ \$300)	\$600.00
1.4	Topsoil and Sod (1,350 m2 @ \$15/m2)	\$20,250.00
1.5	Contingency (5%)	\$2,061.25
1.6	Engineering (7%)	\$3,030.04
	Sub-Total	\$46,316.29
	13% HST	\$6,021.12
	Total Value of Remaining Work	\$52,337.40

APPENDIX B

DURHAM/ CHURCH STREET SUBDIVISION

DISCHARGE OF SECURITIES

CALCULATION OF AMOUNT OF SECURITIES TO BE RETAINED BY TOWNSHIP

03701

November 23, 2021

DURHAM/ CHURCH STREET SUBDIVISION
Discharge of Securities
Amount of Securities to be Retained by Township of Wellington North

Estimated Value of Remaining Work / Deficiencies	\$52,337.40
Maintenance Holdback	\$197,553.75
• Durham/ Church Street Subdivision	
Total Securities	\$1,040,106.13
Works Completed to Date	\$987,768.73
20% Maintenance Holdback	\$197,553.75
Total Securities to be Retained by the Township of Wellington North	\$249,891.15

**B. M. ROSS AND ASSOCIATES LIMITED****Engineers and Planners**

Box 1179, 206 Industrial Drive
Mount Forest, ON, Canada N0G 2L0
p. (519) 323-2945 www.bmross.net

File No. 18171

June 13, 2023

BY EMAIL ONLY**Darren Jones, CBCO**

Township of Wellington North
7490 Sideroad 7 W, PO Box 125
Kenilworth, ON, N0G 2E0

**Re: Mt. Forest Developments Inc. Subdivision (Jefferey Way, Mount Forest)
Draft Plan 23T-18001
-- Securities Reduction --**

On October 7, 2019, Mt. Forest Developments Inc. entered into a Subdivision Agreement with the Township for a subdivision located at the southwest corner of Durham Street and Church Street in Mount Forest. In accordance with terms of that Agreement, their Engineer (Cobide Engineering Inc.) has submitted a May 29, 2023, letter requesting a reduction to the securities amount. The purpose of our letter is to provide you with our recommendation pertaining to this request.

By resolution of Council on December 13, 2021, the \$1,040,106.13 original securities amount was reduced to \$309,773.52. Based on some additional work completed since that time, Cobide Engineering is requesting securities be reduced by \$59,882.52, to \$249,891.00, which is for incomplete work (e.g. surface asphalt on Jefferey Way; boulevard restoration) and a 20% holdback for the completed works. We find this value to be reasonable.

A site deficiency review meeting was held on May 23, 2023. There are several deficiencies that the Developer will need to address in a timely manner and prior to the expiration of the maintenance period.

A Statutory Declaration re: Payment of Accounts, dated May 30, 2023, has been provided by the Developer in support of their request for a reduction in securities.

Based on the foregoing, it is our opinion the Township could pass the following resolution:

THAT the Council of the Corporation of the Township of Wellington North grant Mt. Forest Developments Inc., for the Jefferey Way Subdivision (Draft Plan 23T-18001) in the community of Mount Forest, a reduction in securities to the amount of \$249,891.00.

If you have any questions, please contact us.

Yours very truly

B. M. ROSS AND ASSOCIATES LIMITED

Per 

Frank Vanderloo, P. Eng.

c.c. Travis Burnside, Cobide
Brad Wilson, Developer



Staff Report

To: Mayor and Members of Council Meeting of June 19, 2023

From: Tammy Stevenson, Senior Project Manager

Subject: OPS 2023-026 being a report on Cachet Developments (Arthur) Stage 3 Preliminary Acceptance

RECOMMENDATION

THAT Council of the Township of Wellington North receive Report OPS 2023-026 being a report on Cachet Developments (Arthur) Stage 3 Preliminary Acceptance;

AND FURTHER THAT Council receive the correspondence from Dustin Lyttle, Triton Engineering Services Limited, dated June 15, 2023, regarding Cachet Developments (Arthur) Phases 1 & 2 Preliminary Acceptance Stage 3 Municipal Services;

AND FURTHER THAT Preliminary Acceptance be granted for Phases 1 & 3 of Stage 3 Municipal Services works for Cachet Developments (Arthur) with the guarantee and maintenance period commencing on June 19, 2023;

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

Resolution 2023-088 Cachet Security Reduction

Resolution 2022-319 – Preliminary Acceptance of Stage 1 and 2 Infrastructure Services

Report DC 2022-025 Cachet Developments (Arthur) Subdivision Agreement

BACKGROUND

The Cachet Developments (Arthur) Subdivision is located east of Preston Street North in Arthur. Construction of the works started in February 2022 under a Pre-Servicing Agreement dated February 7, 2022. By resolution of Council at the February 6, 2023, Council meeting Preliminary Acceptance was granted for Stages 1 and 2 infrastructure services for this development. By resolution of Council at the March 6, 2023, Council meeting security reduction was granted for Stage 1 and 2 works.

The developer's engineer, Urbtech Engineering Inc., is requesting Preliminary Acceptance for Stage 3 works as part of this subdivision development as shown Appendix 1. Municipal consulting engineer, Triton Engineering Services Limited, has reviewed the supporting documentation and works completed to date. Triton recommends to grant Preliminary Acceptance of Stage 3 works as shown in Appendix 2.

FINANCIAL CONSIDERATIONS

None.

ATTACHMENTS

Appendix A – Urbtech Engineering Inc. letter dated June 14, 2023
Proposed Subdivision Development 23T-20202, Plan 61M-248 Cachet
Developments (Arthur) Inc. Township of Wellington North

Appendix B – Triton Engineering Services Limited letter dated June 15, 2023
Cachet Developments (Arthur) – Phases 1 & 2 Preliminary Acceptance Stage III
Municipal Services

STRATEGIC PLAN 2019 – 2022

Do the report's recommendations align with our Strategic Areas of Focus?

Yes

No

N/A

Which priority does this report support?

Modernization and Efficiency

Partnerships

Municipal Infrastructure

Alignment and Integration

Prepared By:	Tammy Stevenson, Senior Project Manager	<i>Tammy Stevenson</i>
Recommended By:	Brooke Lambert, Chief Administrative Officer	<i>Brooke Lambert</i>

June 14, 2023

Our File No: 20-442

Tammy Stevenson, C.E.T.
Senior Project Manager
Township of Wellington North
7490 Sideroad 7 West
P.O. Box 125, Kenilworth
ON N0G 2E0

**Re: Proposed Subdivision Development 23T-20202, Plan 61M-248
Cachet Developments (Arthur) Inc.
Township of Wellington North**

In accordance with Section 4.1 of the Subdivision Agreement, this is to certify that the stage 3 of Phase 1 and 2 municipal services for the above-mentioned subdivision have been completed in accordance with the approved drawings and specifications of the Township of Wellington North.

Attached are the letters from RTG Systems, Wightman, Eastlink, Wellington North Power and Enbridge confirming that the services have been constructed within the Cachet Developments (Arthur) Subdivision.

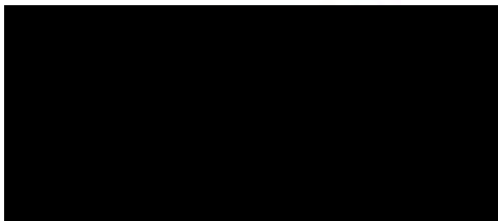
Please note that there are some outstanding works and deficiencies, however they will be addressed within the next two weeks and do not effect the functionality of Stage 3 works. These outstanding works and deficiencies are included on the attached Deficiency List-Stage 3.

On behalf of Cachet Developments (Arthur) Inc., we would appreciate your understanding and approval for commencement of Stage 3 Preliminary Acceptance.

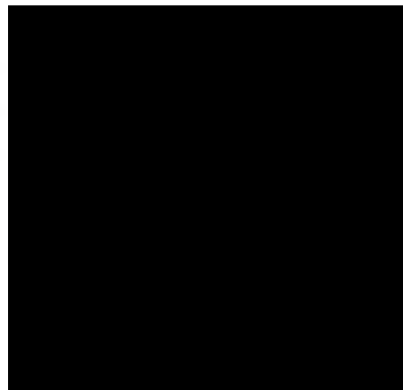
I trust that this is in order; however, should you require any further information, please do not hesitate to contact this office.

Yours very truly,

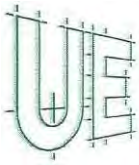
URBTECH ENGINEERING INC.



Andrzej Jaworski, P. Eng.
Consulting Engineer



CC: Ramsey Shaheen, Cachet Developments (Arthur) Inc.
Jesie Ha Kong, Cachet Developments (Arthur) Inc.
Max Maddigan, Cachet Developments (Arthur) Inc.
Dustin Lyttle, Triton Engineering Services Ltd.



DEFICIENCY LIST - STAGE 3

JUNE 14/23

PROJECT NAME: CACHET ESTATE HOMES (ARTHUR) INC.

PROJECT NO: 20-442

Item	Description	Responsibility	Corrected by/Date
1.	Straighten Light standard, located at Lot 94 (Dingman)		
2.	Replace missing 'No Parking' signs		
3.	Re-install Unassumed road signs at Adelaide and Day Street.		
4.	Repair alignment of stop sign at Adelaide/Preston St.		
5.	Repair base asphalt on Adelaide, fronting lot 4. <i>(to be completed, during asphalt boulevard construction on Preston St)</i>		
6.	Repair base asphalt at utility crossing on Dingman, just west of Day St. <i>(to be completed, during asphalt boulevard construction on Preston St)</i>		
7.	Subdrain Proofing / Repairs <i>(on going, estimated completion by June 19/23)</i>		
8.	Replace existing temporary wooden street light pole with permanent street light pole at lot 113/114.		
9.	Prior to Final Acceptance, all transformers are to be reviewed by Wellington North Power for their acceptance as numerous transformers currently have damage. WNP to review what needs to be repaired and repainted.		



105 Queen Street West, Unit 14
Fergus
Ontario N1M 1S6
Tel: (519) 843-3920
Fax: (519) 843-1943
Email: info@tritoneng.on.ca

ORANGEVILLE • FERGUS • HARRISTON

June 15, 2023

Township of Wellington North
7490 Sideroad 7 West
P.O. Box 125
Kenilworth, Ontario
N0G 2E0

Attention: Tammy Stevenson
Senior Project Manager

RE: Township of Wellington North
Cachet Developments (Arthur) – Phases 1 & 2
Preliminary Acceptance
Stage III Municipal Services
Our File: A5529A

Further to a request from Urbtech Engineering regarding Preliminary Acceptance of Stage III municipal services (i.e., electrical distribution system, service connections to the edge of the street allowance for each proposed utility and street lighting) for Phases 1 and 2 of the Cachet Development in Arthur dated June 15, 2023, we wish to advise as follows:

- Site inspections have been completed by Triton Engineering Services Limited, Urbtech and municipal staff. These inspections have confirmed that Stage III municipal works have been substantially completed. Deficiencies have been noted during the inspection; however, these do not impact the substantial completion status. A complete deficiency list has been composed and forwarded to the Developer's contractor. These deficiencies are to be addressed in a timely fashion. Securities shall be retained to ensure these deficiencies are completed satisfactorily.
- It has been communicated to the Developer and their agents that the site and roadway is to remain clear of any debris or obstructions that may impede access to hydrants. Storage of items will not be allowed within the roadway. This will be strictly enforced.
- All safety items are to be in place and inspected prior to the first occupancy.
- The Developer's consultant, Urbtech Engineering has provided written certification that these services have been constructed and installed in accordance with the approved plans and specifications in their letter dated June 15, 2023 (attached).

Based on the preceding, we recommend that Preliminary Acceptance be granted for Stage III municipal services for Phases 1 and 2 of the Cachet Development in Arthur.

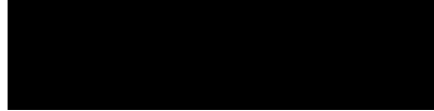


No change in the current securities held by the Municipality has been requested at this time.

We trust that this information is satisfactory and should you have any questions, please do not hesitate to contact the undersigned.

Sincerely,

Triton Engineering Services Limited



Dustin C. Lyttle, P.Eng

Encl.

cc: Darren Jones, Chief Building Official
Andre Osborne, Urbtech Engineering
Max Maddigan, Cachet Homes





NATIONAL INJURY PREVENTION DAY PROCLAMATION

WHEREAS, major trauma or injury is one of the principal causes of death for people in Canada, and all Wellington County residents have an equal right to education on and awareness of injury care, control and prevention strategies, and

WHEREAS, most injuries are predictable and preventable, and Parachute is Canada's national charity dedicated to reducing the devastating impact of preventable injuries for people on the road, at home and at play by providing them with the necessary information and tools, and

WHEREAS, the Township of Wellington North is committed to creating a safe environment contributing to the safety and well-being of our children; and

WHEREAS, hospitals, provincial agencies and community organizations are committed to their crucial role in reducing injuries and deaths by promoting safe practices; and

WHEREAS, National Injury Prevention Day raises awareness and promotes efforts to reduce injuries among children; the Township of Wellington North commends Safe Communities Wellington County and all involved in their endeavor to protect children from injury;

NOW, THEREFORE, I, **Andrew Lennox**, Mayor of **Township of Wellington North** do hereby proclaim July 5, 2023 as

National Injury Prevention Day

and call upon the residents of the **Township of Wellington North** to join with me in this observation by June 15, 2023

Proclaimed and adopted this 19th day of June, 2023

Andrew Lennox, Mayor



The Royal Canadian Legion

Fred Campbell V.C. Branch #134
140 King Street West
Mount Forest, Ontario
N0G 2L2
(519) 323-1570

June 14, 2023

Township of Wellington North
PO box 125
7490 Sideroad 7 W
Kenilworth, Ontario
N0G 2E0

Dear Mayor Lennox

This letter is to inform you that we would like to put the following request on the agenda for the next council meeting. We at the Royal Canadian Legion Branch 134 Mount Forest would like to inform you of our involvement in the Fireworks Festival in Mount Forest being held on July 14-16 2023.

We will be placing a tent in our parking lot to host a licensed music/beer tent that will be confined to a fenced area. We will be requesting a temporary building permit for the tent in the parking lot adjoining the legion. We are hoping that the permit fee will be waived.

We are also requesting an extension of the noise bylaw for the times listed below.

Hours of operation for this request

Friday July 14th 3:00 pm to 1:00 am
Saturday July 15th 11:00 am to 1:00 am
Sunday July 16th 12:00 pm to 10:00 pm

The tent will be removed Monday July 17th 2023.

Thank you in advance for your cooperation regarding the above matter. Should you have any questions please contact me.

Yours truly

Ken Thompson
President
Royal Canadian Legion Branch 134
Mount Forest, Ontario
519-323-1570
Rclmforest134@wightman.ca



A DRAGONS' DEN INSPIRED EVENT

30-May-23

Municipality of Wellington-North
 7490 Sideroad 7 W, PO Box 125
 Kenilworth, ON
 NOG 2E0

Dear Mayor Andy Lennox and Council,

The 3rd Hawks' Nest Competition was a huge success and we couldn't have done it without you! As one of our community sponsors, we want to give you a great, big **thank you** on behalf of Bruce Community Futures Corporation and the Saugeen Economic Development Corporation.

You understand the importance of small business in our communities; your regional thinking is so refreshing and so required in our rural communities. This event could not have happened without the financial support and commitment of engaged community members like yourselves.

Your participation strengthens the economic development of rural Ontario and will have a lasting impact on the entrepreneurs who pitched their ideas to the Hawks that evening. Your contribution will also help strengthen the communities where these hard-working risk-takers operate their businesses.

We sincerely hope you enjoyed the event and consider it time well spent. Thank you again for your much-appreciated support. We hope we can count on your continued support for Hawks' Nest 2025!

Warm regards,

Rose Austin, General Manager
 Saugeen Economic Development Corporation

Barb Fisher, General Manager
 Bruce Community Futures Development
 Corporation

"Working in Partnership for the Communities' Future"

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

BY-LAW NUMBER 6000-23

**BEING A BY-LAW TO REGULATE THE PARKING OR
STOPPING OF VEHICLES ON HIGHWAYS, PUBLIC
PARKING LOTS AND IN SOME INSTANCES, PRIVATE
PROPERTY WITHIN THE TOWNSHIP OF WELLINGTON
NORTH**

WHEREAS the Municipal Act, 2001, S.O. 2001, c.25, as amended provides that every Council may pass such by-laws;

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

1. Definitions:

“accessible parking space” means a parking space upon a highway or on a public parking lot or on private property where properly worded signs or pavement markings are on display indicating that the parking space is designated for the use of a vehicle transporting persons with a disability;

“accessible parking permit” means a parking permit issued by the Minister Of Transportation under the authority of Highway Traffic Act R.R.O. 1990 Regulation 581 Accessible Parking For Persons with Disabilities.

“angle park” or “angle parking” means the parking of a vehicle whether occupied or not at an angle indicated by pavement markings or properly worded signs for angle parking purposes, or if not indicated by such pavement markings or signs, at an angle of forty-five (45) degrees from the lateral curb line;

“angle parking zone” means an area on a highway where properly worded signs are on display, indicating that angle parking is permitted, as designated in Schedule “A” to this by-law;

“authorized sign” means any sign, pavement marking or other device which has been placed, installed or erected by the municipality, by another party acting under the direction or authority of the municipality or as required by this by-law, to designate, regulate and/or enforce the provisions of this By-law;

“boulevard” means that portion of every road allowance which is not used as a sidewalk, driveway, traveled roadway or shoulder including any area where grass is growing or is seeded, or where an earth surface exists.

“bus” means a vehicle designed for carrying ten or more passengers and used for the transportation of persons;

“bus stop” means an area on a highway where properly worded signs are on display indicating that the area is reserved for the parking of buses as designated in Schedule “B” to this by-law;

“by-law enforcement officer” means a duly authorized person appointed by the County of Wellington for the purpose of enforcing the parking or stopping provisions of this by-law;

“commercial motor vehicle”, unless otherwise defined by regulation, means a motor vehicle having attached to it a truck or delivery body and includes an ambulance, a hearse, a casket wagon, a fire apparatus, a bus and a tractor used for hauling purposes on a highway;

“crosswalk” means:

- a) that part of a highway at an intersection that is included within the connections of the lateral lines of the sidewalks on opposite sides of the highway measured from the curbs or in the absence of curbs from the edges if the roadway, or
- b) any portion of a highway at an intersection or elsewhere distinctly indicated for pedestrian crossing by signs or by lines or other markings upon the surface of that highway;

“designated parking space” means a parking space upon a highway or on a municipal parking lot or on municipal property where properly worded signs or pavement markings are on display indicating that the parking space is designated for the use of a vehicle displaying a currently valid parking permit issued by Wellington North as designated in Schedule “C” to this by-law;

“driveway” means an access from a highway to private or public property used by vehicles to enter or leave that highway;

“electric vehicle” means,

- a) a battery electric vehicle that runs only on a battery and an electric drive train, or
- b) a plug-in hybrid electric vehicle that runs on a battery and an electric drive train, and also uses an internal combustion engine;

“electric vehicle charging station” means a publicly or privately-owned parking space that provides access to equipment that supplies a source of electricity for charging electric vehicles.

“emergency vehicle” means,

- a) a fire department vehicle while responding to a fire alarm or other emergency call; or
- b) a vehicle while used by a person in the lawful performance of his or her duties as a police officer; or
- c) an ambulance while responding to an emergency call or being used to transport a patient or injured person in an emergency situation; or
- d) cardiac arrest emergency vehicle operated by or under the authority of a hospital.

“fire route” means an area on a highway or on a public parking lot or on private property where properly worded signs are on display indicating that parking is prohibited in order to provide fire department and other emergency vehicles unobstructed access to adjacent properties in the event of fire or other emergency or where a fire route is required to be established under a municipal site plan agreement or any municipal approval requiring the establishment of a fire route;

“highway” includes a common and public highway, street, avenue, parkway, driveway, square, place, bridge, laneway, viaduct or trestle any part of which is intended for or used by the general public for the passage of vehicles and includes the area between the lateral property lines thereof;

“intersection” means the area embraced within the prolongation or connection of the lateral curb lines or if none then of the lateral boundary lines of two or more highways that join one another at an angle whether or not one highway crosses the other;

“municipal parking lot” means an area not on a highway to which the public has access designated for the purpose of providing parking for vehicles as designated in Schedule “D” to this by-law;

“no parking zone” means an area on a highway where properly worded signs are on display indicating that parking is prohibited as designated in Schedule “E” to this by-law;

“no stopping zone” means an area on a highway where properly worded signs are on display indicating that stopping is prohibited as designated in Schedule “F” to this by-law;

“one way street” means a highway where properly erected signs are on display indicating that traffic is to proceed in one direction only;

“occupant” when used in relation to property, means:

- a) The tenant of the property or part thereof whose consent shall extend only to the control of the property of which he is tenant and any parking spaces allotted to him under his lease or tenancy agreement;
- b) The spouse of a tenant

- c) A person authorized by an occupant as defined in (a) or (b) above, to act on the occupants behalf for requesting enforcement under this by-law.

“one way street” means a highway where properly erected signs are on display indicating that traffic is to proceed in one direction only;

“owner” when used in relation to property means

- a) The registered owner of the property
- b) The registered owner of a condominium unit, whose consent shall extend only to the control of the unit or which he is owner and any parking spaces allotted to him by the condominium corporation or reserved for his exclusive use in the declaration or description of the property
- c) The spouse of a person as defined in (a) or (b) above;
- d) Where the property is included in a description registered under the Condominium Act the Board of Directors of the condominium corporation;
- e) A person authorized by the property owner as defined in (a), (b), (c) and (d) above to act on the owner’s behalf for requesting enforcement under this By-law;
- f) An occupant

“park” or “parking” means the standing of a vehicle whether occupied or not except when standing temporarily for the purpose of and while actually engaged in loading or unloading merchandise or passengers;

“pedestrian crossover” means any portion of a roadway distinctly indicated for pedestrian crossing by signs on the highway and lines or other markings on the surface of the roadway as prescribed by the regulations;

“police officer” means a member of the Wellington County Ontario Provincial Police providing police services to the Corporation of the County of Wellington;

“private property” means legal designation for the ownership of property by non-governmental legal entities.

“roadway” means the part of the highway that is improved, designed or ordinarily used for vehicular traffic but does not include the shoulder and where a highway includes two or more separate roadways, the term “roadway” refers to any one roadway separately and not to all of the roadways collectively;

“school bus” means a bus that,

- a) is painted chrome yellow, and
- b) displays on the front and rear thereof the words “school bus” and
- c) on the rear thereof the words “do not pass when signals flashing”;

“school bus loading zone” means an area on a highway or on private property as designated by Schedule “G” to this by-law where properly worded signs are on

display indicating that parking is prohibited in order to provide school bus(es) with the facility to load or discharge passengers;

“shoulder” means that portion of every highway which abuts the roadway and which is designed and intended for passage and stopping of motor vehicles which extends no more than 3.6 metres in width from the limit of the roadway;

“sidewalk” means a piece of public property whether paved or not, adjoining a highway intended for the use of pedestrians;

“stop” or “stopping”, when prohibited, means the halting of a vehicle, even momentarily, whether occupied or not, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or of a traffic control sign or signal;

“Taxicab” shall mean a motor vehicle which is used for the conveyance of Passengers with a seating capacity of no more than (9) nine but does not include a public vehicle as defined under the Public Vehicles Act, or successor legislation, or a Vehicle for Hire;”

“Taxicab and Vehicles for Hire stand” means an area on a highway as designated by Schedule “H” to this by-law where properly worded signs are on display indicating that parking is prohibited in order to provide taxicabs and Vehicle for Hire with the facility to load or discharge passengers;

“temporary no parking zone” means an area on a highway or on a public parking lot where properly worded signs are on display in accordance with the provisions of Section 2 of this by-law;

“time limited parking zone” means an area on a highway where properly worded signs are on display indicating that parking is restricted to certain times and days as designated in Schedule “I” to this by-law;

“traffic control device” means any sign and/or any highway, curb or sidewalk marking or other device whether temporary or not erected or placed under the authority of the municipality for the purpose of guiding or directing traffic;

“vehicle” includes a motor vehicle, trailer, traction engine, farm tractor, road-building machine, bicycle and any vehicle drawn, propelled or driven by any kind of power, including muscular power, but does not include a motorized snow vehicle or a street car;

“vehicle for hire” means a vehicle which provides transportation for a Vehicle for Hire Service;

“vehicle for hire service” shall mean the use of a Vehicle for Hire for the conveyance of Passengers arranged through a Vehicle for Hire Business;

“vehicle for hire business” means a business which, through an Electronic Platform, arranges transportation of Passengers by Drivers in a Vehicle for Hire, that is commenced within the boundaries of the County of Wellington for compensation, but does not include:

- a) Any Taxicab Service or Accessible Taxicab service;
- b) Any bus transportation service;
- c) Any carpooling arrangement as defined in the Public Vehicles Act; or
- d) Any ambulance, fire truck or other emergency vehicle service;

General Provisions

2.1 Erection of Temporary No Parking Signs

- i. The officer in charge of the Ontario Provincial Police providing police services to The Corporation of the County of Wellington or his/her designate shall be responsible for the erection and removal of temporary no parking signs for purposes of fire, disaster, crowd control and any other occurrence which is deemed to be an emergency within the County of Wellington.

3.1 Fire Routes

- i. A fire route may be located upon a highway, public parking lot or private property where properly worded signs are erected.
- ii. A fire route may be located upon private property that is subject to a municipally approved site plan agreement that designates such private property to be a fire route.
- iii. A fire route may be located upon private property where the property owner has requested the designation of a fire route and that request has received municipal approval.

4.1 Enforcement and Penalty Provisions

- i. The provisions of this by-law shall be enforced pursuant to the provisions set out in Part II of the Provincial Offences Act.
- ii. Every person violating any of the provisions of this by-law is guilty of an offence and upon conviction is liable to a fine as provided for by the Provincial Offences Act, R.S.O., Chapter P.33, as amended.

4.2 Private Property Enforcement

- i. No person shall park or leave any vehicle on private property without the consent of the Owner or Occupant of the property.

- ii. A vehicle parked or left contrary to this section may be removed or impounded at the vehicle owner's expense. The driver or owner of the vehicle parked on private property is not liable to any penalty or to have the vehicle removed from such property or impounded to the provisions of this by-law except upon written complaint of the owner or occupant of the property given to a Police Officer, By-Law Enforcement Officer or other person appointed for the purpose of carrying out the provisions of this by-law.
- iii. Where an owner or occupant of the property has posted signage stating conditions under which a vehicle may be parked or left on the property or that parking or leaving a vehicle is prohibited on the property, a vehicle parked contrary to such conditions or prohibition shall be deemed to have been parked without consent.
- iv. To enforce this by-law on a particular property, a By-Law Enforcement Officer shall be deemed to have written authority of the owner or occupant of the property, and such By-Law Enforcement Officer is not required to receive a written complaint before authorizing the removal of a vehicle for the property.

5.1 Voluntary Payment of Fines

- i. Voluntary payment of a fine for an offence committed under the provisions of this by-law may, upon presentation of the violation tag issued alleging the offence, pay out of Court within 15 days from the date of issuance of the said violation tag, the set fine described upon the face of the tag and upon such payment no further proceedings shall be taken in respect of the alleged offence.
- ii. Voluntary payment of a fine may be made by mail, internet or phone.

6.1 Deemed Offence by Vehicle Owner

- i. Where a vehicle has been left parking or stopped in contravention of this by-law the owner of the vehicle even though the owner was not the driver of the vehicle at the time of the contravention of the by-law is guilty of an offence and is liable to the fine prescribed for the offence unless at the time of the offence, the vehicle was in the possession of some person other than the owner without the owner's consent.

7.1 Towing of Illegally Parked Vehicles

- ii. Where a vehicle is found parked in contravention of any of the parking provisions of this by-law, a police officer may in addition to attaching a parking infractions notice to the vehicle, cause the vehicle to be taken to and placed or stored in a suitable place and all costs and charges for removing, care and storage thereof, if any, shall be a lien upon the vehicle which may be enforced in the manner provided in Part III of the Repair and Storage Liens Act.

8.1 Exemptions

- iii. The provisions of this by-law shall not, if compliance therewith would be impractical, apply to:
 - (i) An emergency vehicle, or
 - (ii) A vehicle registered to a municipal corporation or registered to a utility, while actually performing work on behalf of a municipal corporation within the County of Wellington; or while responding to an emergency, or
 - (iii) When the driver or operator of a vehicle is in compliance with the direction of a police officer or of a traffic control device.

9. Parking Offences

- 9.1 No person shall park a vehicle upon a highway or on a municipal parking lot in a no parking zone.
- 9.2 No person shall park a vehicle upon a highway less than 1 metre from either edge of a driveway.
- 9.3 No person shall park a vehicle upon a highway in front of the entrance to a driveway so as to prevent ingress to or egress from such driveway.
- 9.4 No person shall park a vehicle upon a highway or on a municipal parking lot or on private property, in a fire route.
- 9.5 No person shall park a vehicle upon a highway within 3 metres of a point on the curb or edge of a highway nearest to a fire hydrant.
- 9.6 No person shall park a vehicle upon a highway with its left wheels or runners as the case may be adjacent to the curb of the highway or where no curb exists the edge of the highway unless otherwise permitted by a traffic control device.
- 9.7 No person shall park a vehicle upon a highway or municipal lot in a time limited parking zone for a period of time in excess of the time designated in Schedule "I" to this by-law.
- 9.8 No person shall park a vehicle upon a highway or municipal lot in a time limited parking zone during a prohibited time as designated in Schedule "I" to this by-law.
- 9.9 No person shall park a vehicle upon a highway with the vehicle's right side further than 0.15 metres from the curb of the highway or where no curb exists, the edge of the highway. N
- 9.10 No person shall park a vehicle upon a highway or on a municipal parking lot between the hours of 2 a.m. and 6 a.m. of any day during the months of November, December, January, February and March of any year.

- 9.11 No person shall park a vehicle upon a highway where painted guidelines exist for the purpose of facilitating parking except within such guide lines.
- 9.12 No person shall park a vehicle upon a highway where parking is permitted under the provisions of this by-law for an unreasonable length of time and in no case for a period longer than 24 consecutive hours.
- 9.13 No person shall park a vehicle on a municipal parking lot for an unreasonable length of time and in no case for a period longer than 24 consecutive hours.
- 9.14 No person shall park a vehicle upon a highway or on a municipal parking lot in a temporary no parking zone.
- 9.15 No offence shall be created if the vehicle described in Section 9.14 of this by-law was parked in the temporary no parking zone prior to the erection of temporary no parking signs unless the operator of the vehicle has been requested to move such vehicle by a police officer or by-law enforcement officer and has refused to do so.
- 9.16 No person shall park a vehicle on or over a sidewalk.
- 9.17 No person shall park a vehicle upon a highway within an intersection.
- 9.18 No person shall park a vehicle upon a highway within 9 metres of an intersection.
- 9.19 No person shall park a vehicle upon a highway in a taxicab stand.
- 9.20 No person shall park a vehicle other than a school bus upon a highway in a school bus loading zone.
- 9.21 No person shall park a vehicle upon a highway in a pedestrian crossover.
- 9.22 No person shall park a vehicle upon a highway within 9 metres of a pedestrian crossover.
- 9.23 No person shall park a vehicle upon a highway in a crosswalk.
- 9.24 No person shall park a vehicle upon a highway within 9 metres of a crosswalk.
- 9.25 Where boulevard parking is permitted no person shall park a vehicle upon the abutting highway or any part thereof.
- 9.26 No person shall park a vehicle upon a roadway in such a manner as to leave available less than 3 metres of the width of the roadway for free movement of vehicular traffic.
- 9.27 No person shall park a vehicle upon a highway on the roadway side of any vehicle stopped or parked at the edge or curb of the highway.
- 9.28 No person shall park a vehicle other than a bus upon a highway in a bus stop.
- 9.29 No person shall park a vehicle upon a highway for the purpose of repairing, washing or maintenance of the vehicle other than in an emergency.
- 9.30 No person shall park a vehicle upon a bridge unless otherwise permitted by a traffic control device.

- 9.31 No person shall park a vehicle upon a highway or on a municipal parking lot so as to obstruct an access ramp provided for the use of persons with disabilities.
- 9.32 No person shall park a vehicle upon a highway within an angle parking zone, except at the angle indicated by markings painted upon the highway for that purpose or as indicated by properly worded signs.
- 9.33 No person shall park a vehicle upon a highway or on a municipal parking lot or on private property in an accessible parking space unless that vehicle is transporting persons with disabilities and also displays a valid accessible parking permit issued by the Ontario Ministry of Transportation.
- 9.34 No person shall park a commercial motor vehicle upon a highway between the hours of 1 a.m. and 6 a.m. of the same day for a period of time longer than one hour other than upon a section of highway which is under construction.
- 9.35 No person shall park a commercial motor vehicle on a municipal parking lot unless otherwise permitted by a traffic control device.
- 9.36 No person shall park a vehicle upon a highway within 15 metres of any railroad crossing.
- 9.37 No person shall park a vehicle in a designated parking space unless that vehicle displays a currently valid parking permit issued by the County of Wellington.
- 9.38 No person shall park a vehicle upon a highway in such a manner as to interfere with the movement of traffic or the clearing of snow from the highway.
- 9.39 No person shall park a vehicle on a highway designated as a one-way street other than with the vehicle facing in the direction in which it is permitted to proceed.
- 9.40 Where parking is permitted on either or both sides of a highway designated as a one-way street the vehicle operator shall park the vehicle with its wheels or runners as the case may be no further than 0.15 metres from the curb of the highway or where no curb exists the edge of the highway.
- 9.41 No person shall park a vehicle on a boulevard.
- 9.42 No person shall park a vehicle in an electric vehicle charging station that is identified by a sign that satisfies the prescribed requirements of the Highway Traffic Act or is an authorized sign unless the vehicle is an electric vehicle and the vehicle is attached to the station charging equipment.
- 9.43 No person shall park a vehicle on a highway in such position as will prevent the removal of any other vehicle previously parked.
- 9.44 No person shall park a vehicle on a highway on the inside or outside curve portion of an angle bend from the beginning of curve to the end of curve.
- 9.45 No person shall park or leave a vehicle on private property without the consent of the owner or occupant of the property.

10. Stopping Offences

- 10.1 No person shall stop a vehicle upon a highway in a no stopping zone.
- 10.2 No person shall stop a vehicle upon a highway on the roadway side of any vehicle stopped or parked at the edge or curb of that highway.
- 10.3 No person shall stop a vehicle upon a highway within 9 metres of an intersection.
- 10.4 No person shall stop a vehicle other than a bus upon a highway in a bus stop.
- 10.5 No person shall stop a vehicle, other than a school bus upon a highway in a school bus loading zone.
- 10.6 No person shall stop a vehicle upon a highway with its left wheels or runners as the case may be adjacent to the curb of the highway or where no curb exists the edge of the highway unless otherwise permitted by a traffic control device.
- 10.7 No person shall stop a vehicle on or over a sidewalk.

11. Severability

- 11.1 If a court of competent jurisdiction should declare any section or part of a section of this by-law to be invalid such section or part of a section shall not be construed as having persuaded or influenced Council to pass the remainder of the by-law and it is hereby declared that the remainder of the by-law shall be valid and shall remain in force.

12. Repeal of By-Laws

- 12.1 By-Law number 5000-05 and all bylaws related thereto are hereby repealed effective November 1, 2023.

- 13. This By-law shall come into force and effect on November 1, 2023.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 19th DAY OF JUNE, 2023.**

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

Township of Wellington North**By-law 6000-23****Schedule "A"****Angle Parking Zones****Mount Forest**

Highway	Side(s)	Between
King St.	North	Main St. to a point ± 40 metres east of Main St.
King St.	South	Egremont St. to a point ± 50 metres east of Egremont St.

Township of Wellington North

By-law 6000-23

Schedule "B"

Bus Stops

Non-applicable

Township of Wellington North

**By-law 6000-23
Schedule "C"**

Designated Parking Spaces

None

POLICE PARKING ONLY

None

Township of Wellington North

By-law 6000-23 Schedule "D"

Municipal Parking Lots

Mount Forest

Roll #23-49-000-002-11100-0000

Part Lots 15 – 17 East side Main St., Together with ROW RP 60R1580, Parts 2 – 7 Known municipally as 170 Main Street South, Mount Forest

Roll #23-49-000-002-12700-0000

Lot 11 East side Main St. Part Lot 11 West side of Main St. Part 1 on 60R2293
Known municipally as 129 Wellington Street East, Mount Forest

Roll #23-49-000-004-15200-0000

Lots 4 and 8 Gardiner Svy. Parts 1 & 2 on 60R2193; Parts 1 & 6 on 60R2271 and Part 1 on 60R3095
Known municipally as 381 Main St North Mount Forest

Arthur

Roll #23-49-000-012-12200-0000

Part 46 to 47, West side George St. Lot 54 East side Edward St.
Parts 1, 2, 6, 8 on 60R1487
Known municipally as 154 George Street, Arthur

Township of Wellington North**By-law 6000-23****Schedule "E"****No Parking Zones****Arthur**

Highway	Side(s)	Between	Time
Smith St.	West	From Wells St. to Clark St.	Anytime
Smith St.	West and East	From Frederick St. to a point ± 74 metres north of Frederick	Anytime
George St.	West and East	From a point ± 46 metres north of Francis to a point ± 71 metres south of Francis	Anytime
Frederick St. West	North	From a point ± 38 metres west of Smith to Edward	Anytime
Frederick St. East	North	From Tucker St. to Domville St.	Anytime

No Parking Certain Times - Arthur

Highway	Side(s)	Between	Time
Any Street	Both		Nov. 1 st to March 31 st 2 a.m. to 6 a.m.

**Schedule “E”
No Parking Zones - Continued**

Mount Forest

Highway	Side(s)	Between	Time
Main St. (Hwy. #6)	Both	Birmingham St. to a point ± 160 metres north of Sligo Rd.	Anytime
Main St. (Hwy. #6)	Both	Queen St. (Hwy #89) to Murphy St.	Anytime
Mount Forest Drive	North and South	Entire Street	Anytime
Queen St. (Hwy 89)	South Side	Main St. to York St.	Anytime
Queen St. (Hwy 89)	Both	Main St. to Cork St.	Anytime
John St.	Both	Queen Street West south to Waterloo Street a distance of ± 191 metres (except the east side of John Street from a point ± 79 metres south of Queen Street to a point ± 89 metres south of Queen Street – for Mail pickup and delivery)	Anytime
Dublin St.	West	Queen St. to a point ± 35 metres South of Queen St.	Anytime
Dublin St.	West	28 metres north from Princess Street	Anytime
Dublin St.	East	Prince Ann St. to Prince Charles St.	Anytime
King St.	North	Egremont St. to a point ± 60 metres East of Egremont St.	Anytime
Parkside Dr.	West	Grant St. to a point ± 19 metres south of Grant St.	Anytime
Egremont St.	West	Birmingham St. to Wellington St.	Anytime

**Schedule “E”
No Parking Zones - Continued**

Mount Forest

Wellington St.	South	Main St. to Fergus	Anytime
Wellington St.	North	Main St. to a point ±40 metres west of Main St.	Anytime
Sligo Road West Wellington Road 6	North and South	Main Street to Foster Street	Anytime
Wellington St.	South	Main St. to a point ±58 metres west of Main St.	Anytime
Durham St.	South	Weber St. to Main St.	Anytime
North Water Street	North and South	Arthur Street and the easterly boundary of 525 Martin Street	Anytime

No Parking Certain Times – Mount Forest

Highway	Side(s)	Between	Days/ Time
Any Street	Both		Nov 1 to March 31 th 2 a.m. to 6 a.m.

Township of Wellington North
By-law 6000-23
Schedule "F"
No Stopping Zones

Arthur

Highway	Side(s)	Between	Days/Time
Walton Street	East	From Conestoga St. south to a distance of \pm 100 metres	Mon. – Fri. 8 a.m. – 9 a.m. and 3 p.m. – 4 p.m.
Walton Street	West	From the rear school entrance driveway south to a distance of \pm 13 metres	

Mount Forest

Highway	Side(s)	Between	Days/Time
Durham Street W	North	Foster St. to a point \pm 230 metres west of Foster St.	Mon. – Fri. 8 a.m. – 9 a.m. and 3 p.m. – 4 p.m. Excluding school buses
Durham Street W	North	From Foster St. west to a point \pm 69 metres	Mon. – Fri. 8 a.m. – 9:30 a.m. and 2:30 p.m. – 4 p.m.
John St.	Both	Queen Street West south to Waterloo Street a distance of \pm 191 metres (except the east side of John Street from a point \pm 79 metres south of Queen Street to a point \pm 89 metres south of Queen Street – for Mail pickup and delivery)	Anytime
Parkside Dr.	East	York St. to Queen St. (Hwy 89)	Mon. – Fri. 8 a.m. – 5 p.m.
York St.	North	Parkside Dr. to Peel St.	
York St.	South	Parkside Dr. to Peel St.	Mon. – Fri. 8 a.m. – 9.30 a.m. 2:30 p.m. – 4 p.m.

Schedule "F"
No Stopping Zones-Continued

Mount Forest

Normanby St.	East	From Durham St. south to a distance of \pm 155 metres	Mon. – Fri. 8 a.m. – 9:30 a.m. and 2.30 p.m. – 4 p.m.
Irwin Lytle Drive	East	From Sligo Road north to a distance of \pm 33 metres and \pm 94 metres	8 a.m. – 4 p.m.
Irwin Lytle Drive	West	From Sligo Road north to a distance of \pm 61 metres and \pm 114 metres	

Township of Wellington North**By-law 6000-23****Schedule "G"****School Bus Loading Zones****Township of Wellington North****Arthur**

Highway	Side(s)	Between	School
Georgina	West	A point ± 98 metres south of Frederick to a point ± 140 metres south of Frederick St.	Former St. John's R.C.S. School
Conestoga	South	A point ± 108 metres East of Smith to Walton St.	

Mount Forest

Highway	Side(s)	Between	School
Durham Street W	North	Foster St. to a point ± 230 metres west of Foster St.	Victoria Cross Public School
York St.	North	Parkside Dr. to Peel St.	St. Mary's Catholic School
Parkside Dr.	East	York St. to a point ± 40 metres north of York St.	St. Mary's Catholic School

Township of Wellington North

By-law 6000-23

Schedule "H"

Taxicab and Vehicles for Hire Stand

None

Township of Wellington North**By-law 6000-23****Schedule "I"****Time Limited Parking Zones****Arthur**

Highway	Side(s)	Between	When	Limit
George	Both	Eliza to Frederick	9 a.m. to 6 p.m.	2 hours
Charles	Both	From George to a point ± 36 metres east of George St.	9 a.m. to 6 p.m.	2 hours

Mount Forest

Highway	Side(s)	Between	Time	Maximum Period
Main St.	Both	Birmingham St. to Queen St. (Hwy 89)	9 a.m. to 6 p.m.	2 hours
Wellington St.	North	Main St. to Fergus St.	9 a.m. to 6 p.m.	2 hours
Wellington St.	North	From a point ± 40 metres west of Main St. to a point ± 79 metres west of Main St.	9 a.m. to 6 p.m.	2 hours
Wellington St.	South	From a point ± 58 metres west of Main St. to Elgin St.	9 a.m. to 6 p.m.	2 hours
King St.	South	Main St. to Fergus St.	9 a.m. to 6 p.m.	2 hours
King St.	Both	Main St. to Elgin St.	9 a.m. to 6 p.m.	2 hours

EXPLANATORY NOTE

By-law Number 6000-23 is a countywide By-law with respect the Parking or Stopping of Vehicles. This by-law will be passed by each of the lower tier municipalities within the County of Wellington.

This by-law has been reviewed by the Police Services Board and enforcement of this By-law will be carried out by the County of Wellington Ontario Provincial Police. Enforcement under Part 11 of the Provincial Offences Act. A copy of the proposed set fines is attached for information.

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

BY-LAW NUMBER 048-23

BEING A BY-LAW TO AMEND BY-LAW 030-22 BEING A BY-LAW TO ENTER INTO A DEVELOPMENT AGREEMENT WITH MAPLE HILL ESTATES INC.

WHEREAS, the Township of Wellington North deems it expedient to amend By-law 030-22.

THEFORE THE COUNCIL OF THE TOWNSHIP OF WELLINGTON NORTH ENACTS AS FOLLOWS:

1. **THAT** the agreement in By-law 030-22 be replaced with the agreement attached as Schedule A in this By-law.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 19th DAY OF JUNE, 2023.

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

DEVELOPMENT AMENDING AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2023.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
(the "Township")
OF THE FIRST PART

-and-

MAPLE HILL ESTATES INC.
(the "Owner")
OF THE SECOND PART

WHEREAS:

A. Maple Hill Estates Inc. is the registered owners (hereinafter the "Owner") of the lands described as:

PART OF PARK LOTS 1 AND 2 SOUTH OF CLYDE STREET PLAN MOUNT FOREST MOUNT FOREST, PART 6, 61R21657; TOWNSHIP OF WELLINGTON NORTH

PIN: 71075-0338 (LT)

B. The Township is the owner of the street(s) upon which the lands front described as:

Oxford Street, Mount Forest
THAT PART OF OXFORD STREET ON THE PLAN FOR MOUNT FOREST EAST OF AYRSHIRE STREET AND BEING PART OF PROPERTY IDENTIFIER NUMBER 71075-0015 (LT)

C. The County of Wellington Planning and Land Division Committee has approved the severance of the lands into two (2) residential lots with a third portion of the lands to be added to an adjacent residential lot (the "Development Lands") subject to the conditions of approval for Applications B85/20 and B86/20;

D. The Consent Approval requires the Owner to enter into an agreement with the Township for the provision of municipal services and the development of the Development Lands (this "Agreement")

E. The parties entered into a Development Agreement dated February 22, 2022 and registered against the Lands as instrument number WC665047 on March 1, 2022 in the Land Registry Office #61 (the "Development Agreement");

F. The parties require the Development Agreement to be amended pursuant to this Development Amending Agreement:

NOW THEREFORE in consideration of the premises and terms contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Paragraph 1 is deleted in its entirety and replaced with the following:

Building Permits. The Owners covenant and agree not to apply for building permits for the Development Lands until all of the requirements under paragraphs 2, 3, and 6 of this Agreement have been carried out to the satisfaction of the

Township and that any and all private easements shown on the approved documents listed in Schedule A have been granted and registered.

2. Paragraph 2 is deleted in its entirety and replaced with the following:

Construction of the Works. The Owner covenants and agrees to construct, in their entirety, the swales between Lot 6 & 7, between Lot 7 & 8, along the rear northerly limit of Lot 6, along the rear northerly limit of Lot 7, diagonally across Lot 7, along the rear northerly limit of Lot 8, and diagonally across Lot 8, as well as any associated pre-grading work as needed to construct these swales and as needed to provide positive drainage of the affected lots, pursuant to the plans described in Schedule “C” (the “Works”), in accordance with the engineer’s documents and to the standard and satisfaction of the Township.

3. Schedule “C” is deleted in its entirety and replaced with the following:

SCHEDULE “C”

Approved Documents

DOCUMENT NO	DOCUMENT NAME	LAST REVISION DATE	PREPARED BY
SK-01	Ayrshire Street Culvert Crossing	July 2022	Triton Engineering Services Limited
01	Overall Site Grading Plan	2022/10/05	Triton Engineering Services Limited
02	Overall Site Grading Plan	2022/10/05	Triton Engineering Services Limited
03	Hammerhead Grading Plan	2021/11/03	Triton Engineering Services Limited
	Drainage Area Map – Figure 02	November 2021	Triton Engineering Services Limited
	A6851 – MIDUSS – LOT 1 & 2 check – 100 yr	July 20, 2021	Triton Engineering Services Limited
	A6851 – MIDUSS – LOT 6 east – rev 1 – 100 yr	2021/11/09	Triton Engineering Services Limited
	A6851 – MIDUSS – LOT 6 west – 100 yr	July 20, 2021	Triton Engineering Services Limited
	A6851 – MIDUSS – LOT 7 & 8 rear – 100 yr	July 20, 2021	Triton Engineering Services Limited
	Functional Servicing Memo	May 18, 2021	Triton Engineering Services Limited
	Functional Servicing Report	September 2016	WSP Canada Inc.

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THIS AGREEMENT is executed by the Township this ____ day of _____, 2023.

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

Andrew Lennox - Mayor

Karren Wallace - Clerk

We have authority to bind the corporation.

THIS AGREEMENT is executed by the Township this ____ day of _____, 2023.

MAPLE HILL ESTATES INC.

Per:

Brian Padfield - President

I have authority to bind the corporation.

DEVELOPER'S MAILING ADDRESS: P.O. Box 790, Mount Forest, ON, N0G 2L0

DEVELOPER'S PHONE NUMBER: 519-323-1864 or 519-323-3022

DEVELOPER'S EMAIL ADDRESS: padfield@padfield.ca

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

BY-LAW NUMBER 049-22

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF A
DEVELOPMENT AGREEMENT PARKLOT 52, PARKLOT 54 AND
PARKLOT 56, JUDGE MACDONALD'S SURVEY; VILLAGE OF
ARTHUR; TOWNSHIP OF WELLINGTON NORTH WITH SEAWAVES
HOMES LTD.**

Property Identifier Number (PIN): 71104-0698 (LT)

WHEREAS Seawaves Homes Ltd. is the owner of the subject lands.

NOW THEREFORE the Council of The Corporation of the Township of Wellington North hereby ENACTS AS FOLLOWS:

1. The Mayor and the Clerk are authorized and directed to execute a Development Agreement with the Owners in the form, or substantially the same form attached as Schedule A.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 19TH DAY OF JUNE, 2023**

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

DEVELOPMENT AGREEMENT

Between

SEAWAVES HOMES LTD.

- and -

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

**Township of Wellington North
7490 Sideroad 7 West, P.O. Box 125
Kenilworth, ON., N0G 2E0**

TOWNSHIP OF WELLINGTON NORTH
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DEVELOPMENT AGREEMENT
SEAWAVES HOMES LTD.

TOWNSHIP OF WELLINGTON NORTH
DEVELOPMENT AGREEMENT

THIS AGREEMENT made on the ____ day of _____, 2023.

BETWEEN:

SEAWAVES HOMES LTD.

(the "Developer")

- and -

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

(the "Township")

WHEREAS the Owner is the registered owner of the lands described as:

PARKLOT 52, PARKLOT 54 AND PARKLOT 56, JUDGE MACDONALD’S SURVEY;
VILLAGE OF ARTHUR; TOWNSHIP OF WELLINGTON NORTH

Property Identifier Number (PIN): 71104-0698 (LT)

(hereinafter called the “Lands”)

AND WHEREAS the Township has enacted a Site Plan Control Area By-law pursuant to the provisions of Section 41 of the *Planning Act*, R.S.O. 1990, c.P.13, as amended, which said By-law affects the Lands;

AND WHEREAS this Agreement is being entered into by the parties hereto as a condition to the approval of the plans and drawings submitted by the Owner pursuant to Section 41 of the *Planning Act*.

AND WHEREAS the Owner has submitted to the Township, plans and drawings of a proposed development on the Lands described in Schedule “A” attached hereto;

AND WHEREAS the Township approved the plans and drawings submitted by the Owner subject to certain conditions;

AND WHEREAS these plans can be viewed at the Offices of The Corporation of the Township of Wellington North, 7490 Sideroad 7 West, Kenilworth, Ontario.

AND WHEREAS the Township has been authorized by the County to require the Developer to agree to construct and install certain municipal services being the “Works” set out in Schedule "D" to this Agreement and to make financial arrangements with the Township for the installation and construction of required services before final approval of the Plan.

AND WHEREAS the Township and the Owner have agreed to enter into a development agreement with respect to the installation of certain

AND WHEREAS the word “Developer” where used in this Agreement includes an individual, association, partnership or corporation and wherever the singular is used it shall be construed as including the plural, and the words "it", "its", “they” and “their” in reference to the Developer are interchangeable as grammatically required.

DEVELOPMENT AGREEMENT
SEAWAVES HOMES LTD.

NOW THEREFORE in consideration of the mutual terms, conditions and covenants contained herein, the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows.

SECTION 1 – ORDER OF PROCEDURE

- 1.1 Upon application to the Township for the preparation of an Agreement the Developer shall:
- 1.1.1 pay to the Township the fee required by the Township’s Tariff of Fees By-law;
- 1.1.2 pay to the Township the sum of six thousand dollars (\$6,000.00) as a deposit in respect of the Township’s engineering, planning and legal costs referred to in Section 3.2.1 herein; and
- 1.1.3 submit design drawings and supporting information outlining the services to be installed.
- 1.2 Prior to Registering the Agreement the Developer shall:
- 1.2.1 pay in full any outstanding taxes or drainage, local improvement charges and charges under the *Municipal Act*, 2001 including outstanding sewer rates and/or water rates;
- 1.2.2 mutually agree with the Township on the parcel of land to be deeded to the Township for parkland or the amount of cash to be given to the Township in lieu of parkland;
- 1.2.3 pay in full the amount in lieu of parkland to the Township or deposit the Transfers/Deeds of Land for the parkland with the Township;
- 1.2.4 pay in full the amount for each housing unit within the development subject to a fee of FOUR HUNDRED DOLLARS (\$400) per unit for future installation of water meters by the Township. Payment shall be submitted to the Township by cash or certified cheque;
- 1.2.5 deposit with the Township Solicitor eight (8) copies of this Agreement executed by the Developer, to be executed by the Township and retained by the Township Solicitor for registration as hereinafter provided; and
- 1.2.6 deliver if requested by the Township Solicitor written authorization to register this Agreement or Notice of this Agreement both before and after registration of the Plan, whereupon the Township Solicitor shall register this Agreement or notice of it.
- 1.3 Prior to starting construction of the Services in the Development the Developer shall:
- 1.3.1 deposit with the Township securities and insurance as outlined in this Agreement;
- 1.3.2 submit and obtain the written approval of the Township Engineer for the following in accordance with the current Municipal Servicing Standards of the Township:
- 1.3.2.1 the Composite Utility Plan for hydro, telephone and other applicable telecommunications, gas and utilities;

DEVELOPMENT AGREEMENT
SEAWAVES HOMES LTD.

- 1.3.3 submit to the Township, the Ministry of the Environment, Conservation and Park's (MECP) Environmental Compliance Approval (CLI-ECA) forms for , the Sanitary Sewage Collection System, and the Storm Sewer System and Storm Water Management Works and Form 1 – Record of Watermains;
- 1.3.4 provide written confirmation of approval required for drainage, road crossings, encroachments, or easements from the Township, County, Conservation Authority, the Ministry of Transportation of Ontario and any other authority having jurisdiction;
- 1.3.5 complete a pre-condition survey on surrounding properties, building, structures and utilities that are adjacent to the development site and/or along the primary Township road(s) to access the Lands, or as determined by the Township. The survey method used shall be acceptable to the vibration control engineer and the Developer's insurers. Pre-condition survey is to also include municipal roadway, curb and gutter, boulevard, sidewalks, fire hydrants, hydro poles, signage, etc. A copy of the preconstruction survey records shall be provided to the Township. Upon completion of construction, if required, a post-condition survey shall be completed at the request of the Township or the Developer's insurer. All cost incurred by the pre-condition and post-condition surveys shall be at the expense of the Developer;
- 1.3.6 issue advance notice of construction to adjacent properties to the Lands and to properties within one (1) Township roadway block of the Lands, or as determined by the Township. Advance notice should include a key plan map of the Lands, approximate start of construction date and approximate completion of construction date; and
- 1.3.7 arrange and attend public open house at the expense of the Developer, as determined by the Township.
- 1.4 Prior to the sale of any lot and/or prior to the making of application for building permits the Developer shall:
- 1.4.1 comply with all requirements of Section 7.7 of this Agreement.
- 1.5 Prior to any person occupying any building within the Development the Developer shall:
- 1.5.1 comply with all the requirements of Section 7.8 of this Agreement.

SECTION 2 – LIST OF ATTACHED SCHEDULES

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

- 2.1 Schedule “A” - Description of Lands
- 2.2 Schedule “B” - Current Township of Wellington North Municipal Servicing Standards
- 2.3 Schedule “C” - Works to be Constructed.
- 2.4 Schedule “D” - Itemized Estimate of Cost of Construction of Each Part of the Works.
- 2.5 Schedule “E”- List of Lands for Municipal Purposes and Easements to be Granted to the Township
- 2.6 Schedule “F” - Application for Reduction of Security.
- 2.7 Schedule “G” - Form of Partial Release.
- 2.8 Schedule “H” - Section 10 - Special Provisions and Exceptions
- 2.9 Schedule “I” - Convants and Restrictions
- 2.10 Schedule “J” - Statutory Declaration Re Payment of Accounts

SECTION 3 – INSTALLATION OF SERVICES3.1 General Obligations

The Developer shall comply with all requirements of this Agreement, including the requirements and/or conditions set out or identified in the Schedules which are attached to and form part of this Agreement, to the satisfaction of the Township, and with respect to the Lands described in Schedule “A” to the satisfaction of the Grand River Conservation Authority, Upper Grand District School Board and the Wellington Catholic District School Board. The Developer shall design, construct and install, at its own expense, and in a good and workmanlike manner in accordance with standards of the Township as set out in Schedule “B”, the Works as in Schedule “C” to the satisfaction of the Township.

3.2 Township’s Engineering, Planning and Legal Costs

- 3.2.1 The Developer agrees to pay the Township’s cost of the Township Planner and the Township Solicitor in processing the Development and of the Township Engineer for checking of plans, documents and specifications and for supervision and inspection on behalf of the Township.
- 3.2.2 The Developer shall be billed regularly by the Township for all costs incurred by the Township with respect to this Agreement pursuant to Section 3.2.1.
- 3.2.3 The Developer shall reimburse the Township, for all costs incurred by the Township as referred to in Section 3.2.1 herein, within thirty (30) days of each billing, failing which the Township and its agents shall cease all work with respect to the review of the Development.

DEVELOPMENT AGREEMENT
SEAWAVES HOMES LTD.

- 3.2.4 The deposit referred to in Section 1.1.2 of this Agreement shall be retained by the Township as a float against any unpaid bills and such deposit (or the balance thereof, if any) shall be returned to the Developer at Final Acceptance of the Development by the Township and the Township being satisfied, in its discretion, that all costs in Section 3.2.1 herein and any contingencies with respect to the Development have been paid in full.
- 3.2.5 The Developer shall pay to the Township, on thirty (30) days written notice from the Township, such amount as is necessary to maintain the deposit referred to in Section 1.1.2 at the sum of six thousand dollars (\$6,000.00), failing which the Township and its agents shall cease all work with respect to the review of the Development.
- 3.3 Developer's Engineer
The Developer shall employ engineers registered with Professional Engineers Ontario and approved by the Township:
- 3.3.1 to prepare designs;
- 3.3.2 to prepare and furnish all required drawings;
- 3.3.3 to prepare the necessary contract(s);
- 3.3.4 to obtain the necessary approvals in conjunction with the Township and the Ministry of the Environment, Conservation and Parks, and other authorities having jurisdiction;
- 3.3.5 to provide the field layout, the contract administration and the full time supervision of construction;
- 3.3.6 to maintain all records of construction in a daily construction diary, maintain accurate red line drawings during construction and upon completion, to advise the Township Engineer of all construction changes and to prepare final "as constructed" drawings which include utilities (ie. gas, telecommunication and hydro). As Constructed drawings and Service Record Sheets shall be submitted within six (6) months from the completion of the Works, the Owner shall file with the Township's Development Technologist for review. The Approved Grading Plans shall be submitted to the Township's CBO.
- a. Electronic files (PDF) to be submitted to the Township's Development Technologist for review, until approved by Township, at which time the Township requests three (3) bound paper sets of drawings printed on 24" x 36" paper copies and electronic files (PDF **and** AutoCAD or similar **and** GIS shape files). Refer to current Township Municipal Servicing Standards for as constructed drawing submission requirements.
 - b. Individual Service Record Sheets (SRS) (8.5" x 11") for each property to be submitted to the Township's Development Technologist for review, until approved by Township, at which time the Township requests two (2) paper sets of SRS 8.5" x 11" and electronic files (PDF). SRS are required for each municipal service within the development; drinking water, sanitary sewer

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and storm sewer. Refer to current Township Municipal Servicing Standards for current Service Record Sheets submission requirements and template.

3.3.7 to act as the representative of the Developer in all matters pertaining to the construction, including public relations and communicating with existing property owners in answering their concerns;

3.3.8 to provide co-ordination and scheduling to comply with the timing provisions of this Agreement and the requirements of the Township Engineer, for all works specified in this Agreement; and

3.3.9 to provide certification that the installation of services was in conformance to said plans, documents and specifications, such certification to be in a form acceptable to the Township Solicitor and the Township Engineer.

3.4 Works to be Installed

The Works to be installed are set out in Schedule “C” to this Agreement. This schedule is to set out the Works in general terms only and shall not be construed as covering all items in detail. If at any time and from time to time during the development of the Lands, the Township Engineer is of the opinion that additional Works are necessary to provide adequately any of the public services required for the Plan, the Developer shall, at its expense, construct, install or perform such additional Works at the request of the Township Engineer.

3.5 Approval of Plans

The detailed plans and specifications of all services have been submitted by the Developer to the Township’s Engineer for approval and such approval shall in no way absolve the Developer or its consulting Engineers of responsibility for errors in or omissions from such plans and specifications.

3.6 Notification of Commencement

The Developer shall not commence the construction of any of the Works until securities and insurance have been submitted as outlined in this agreement and the Developer has provided ninety-six (96) hours written notice to the Township Engineer of their intent to commence work. Should for any reason, there be a cessation or interruption of construction, the Developer shall provide ninety-six (96) hours written notification to the Township Engineer before work is resumed.

3.7 Progress of Works

The Developer shall install all Works in a timely manner, in accordance with the requirements of Schedule “B” and this Agreement. If the Developer fails to do so, or, having commenced the Works, fails or neglects to proceed with reasonable speed, or in the event that the Works are not being installed in the manner required by the Township, then upon the Township giving seven (7) days written notice by prepaid registered mail to the Developer, the Township, or their assigned agent, may, without further notice enter upon the Lands and/or off-site Works and proceed

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to supply all materials and to do the necessary work in connection with the installation of the Works, including the repair or reconstruction of faulty work and the replacement of materials not in accordance with the specifications, and to charge the cost thereof together with an engineering fee of ten percent (10%) of the cost of such materials and works to the Developer who shall forthwith pay the same upon demand. If the Developer fails to pay the Township within thirty (30) days of date on the bill, the money owing may be deducted from the cash deposit, letters of credit, or other securities. It is understood in the event that the Township, or their agent, must enter upon the Lands and have the Works completed or repaired as outlined above any or all original plans, documents and specifications prepared by the Developer's Engineer must be provided to the Township Engineer if required. It is understood and agreed between the parties hereto that such entry upon the Lands shall be as agent for the Developer and shall not be deemed for any purpose whatsoever, as an acceptance or assumption of the Works by the Township. The Township, in addition to all other remedies may refuse to issue building permits until the Works are completely installed in accordance with this Agreement and to the satisfaction of the Township.

3.8 Scheduling of Works

Prior to the start of construction and prior to the submission of applications for the issuance of building permits, the Developer shall supply for the approval of the Township Engineer a Schedule of Works setting out the order of construction of the Works. The Township Engineer may amend this schedule and the Developer must construct, install or perform the work as the Township Engineer from time to time may direct.

3.9 Contractor

The services shall be installed by a contractor or contractors retained by the Developer and approved in writing by the Township Engineer.

3.10 Utility Costs and Charges

The Developer shall deal directly with Wellington North Power Inc. and any other applicable utility company including obtaining all approvals and permits and pay all fees and charges directly to the utility.

3.11 Access Roads

All access roads must be maintained by the Developer in good repair acceptable to the Township Engineer during the time of construction. This shall include the removal of mud tracked from the Development as well as dust control. No roadway outside the limits of the proposed Subdivision may be closed without the written consent of the Township Engineer. For the purpose of getting such consent, the Developer shall advise the Township of the date and time it wishes to close a

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roadway. The Township reserves the right to limit or prohibit the use of any existing access road by the Developer.

3.12 Movement of Fill

The Developer covenants and agrees that it shall not dump nor permit to be dumped any fill or debris on, nor shall it remove or permit to be removed any fill, topsoil, trees or shrubs from any public lands, other than roads, without the written consent of the Township Engineer. The Developer further agrees that no topsoil shall be removed from the lots and/or blocks except for construction purposes within the development and then such topsoil shall be stockpiled during grading operations and as each building is completed the topsoil so stockpiled shall be replaced on the ground around each building to comply with the Township standards, and the replacing of such topsoil shall include all surfaces not covered by buildings, driveways or pavement within the Lands. Excess topsoil may be removed from the site with the approval of the Township's Director of Operations. At the completion of construction, the Developer will ensure that all Ontario Regulations for Excess Soil Management have been followed and will provide all documentation under these regulations.

3.13 Damage to Existing Plant

The Developer shall repair any damages caused to any existing road, road allowance or existing structure or plant located on the road allowance as a result of the Works and shall pay for any costs involved in relocation of any existing services such as hydrants, telephone poles, hydro poles, pad mount transformers cubicles and pedestals, whether such services fall within the jurisdiction or authority of the Township or not.

3.14 Signs

Signs at least 4' x 6' shall be erected by the Developer at each entrance to the Development. The signs shall read as follows:

“PRIVATE PROPERTY” AND “NO ACCESS IS PERMITTED AT ANY TIME”.

These signs shall be installed prior to the start of construction and be removed after all site Works and buildings have been constructed.

3.15 Testing

3.15.1 The Developer shall complete the required qualitative and quantitative tests as part of the Works and as described in this agreement, on the approved Plans and within the current Municipal Servicing Standards. Close circuit television inspection of all sewers and lateral services, deflection testing of flexible sewer mains, and infiltration/exfiltration testing on sanitary sewers will be required as per current municipal servicing standards. All testing results shall be submitted via PDF to Township's Development Technologist and Township's Consulting Engineer as

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soon as it is available during construction, however, a hardcopy of these results shall be included as part of the Developer's Engineer conformance letter.

3.15.2 The Township and the Township's consulting engineer reserves the right to have any additional qualitative or quantitative tests made of any materials which have been or are proposed to be used in the construction of any of the Works required by this Agreement, or may require video recording or soil tests to be carried out, and the cost of such tests shall be paid by the Developer within ten (10) days of the account being rendered by the Township. Nothing herein shall relieve the Developer of its responsibility to carry out any tests required by good engineering practice.

3.16 Erosion and Silting Control

The Developer must take all necessary precautions to prevent erosion and sedimentation of sewers, ditches, culverts, slopes, etc. both within the Lands and downstream during construction and completion of servicing of the Lands. Failing adequate precautions being taken the Developer will be responsible for correcting any damages and paying all maintenance costs resulting therefrom.

3.17 Emergency Access

The Developer shall at all times during construction and development of the Works maintain emergency access to the Lands to the satisfaction of the Township Engineer.

3.18 Construction Refuse and Weeds

The Developer, and each subsequent Owner of approved Plans within the Lands, shall regularly dispose of all construction refuse, debris or weeds whether it be from site servicing or house building or any other source related to the Lands, in an orderly and sanitary fashion. If the Developer or subsequent Owner of the Lands fails to remove and dispose of construction refuse, debris or weeds to the satisfaction of the Township By-law Officer, the Township may give written notice to the Developer or Lands Owner. If the Developer or each subsequent Owner of the Lands within the approved Plan fails to dispose of the refuse, debris or weeds within forty-eight (48) hours after receiving a written request from the Township to do so, the Township may, without further notice, undertake such removal and disposition and the cost thereof shall be paid by the Developer or each subsequent Owner of the Lands within the approved Plan forthwith upon demand. The burning of construction refuse, debris or weeds is prohibited.

3.19 Dust Control

Until the Final Acceptance of all services to be constructed under this Agreement, the Developer shall use such reasonable method to prevent any dust problem to traffic or home occupants as the Township shall deem necessary and for this

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purpose the Township Director of Operations shall notify the Developer in writing from time to time of the requirements of the Township.

3.20 Street Names

The Developer shall name all streets within the Lands forming part of the approved Plan with names approved by the Township.

3.21 Municipal Street Numbers

3.21.1 All building numbers for use within the approved Plan shall be allocated by the Township. To obtain such allocation the Developer shall furnish the Township with a copy of the approved Plan upon which the Township will designate the proper numbers for each building within the Lands.

3.21.2 The Developer shall display by means of a sign at least 1' x 1' to be erected in front of each proposed building within the approved Plan. The sign shall display the building number as shown on the approved Plan and street number. The building number for each building must be displayed prior to the issuance of a Building Permit for that building. The sign shall remain until such time as the building on such Lands is occupied in accordance with the provisions of this Agreement.

3.21.3 Each Owner shall cause the number so provided to be placed and maintained in a conspicuous position in the front of the property upon occupancy.

3.22 Placement of Asphalt

Placement of Asphalt on frozen roadbed is prohibited. Binder asphalt to be placed when air temperatures is 2°C and rising; surface asphalt to be placed when air temperatures is 7°C and rising.

3.23 Traffic Plan

The Developer shall prepare and implement a construction traffic access and traffic control plan for all phases of servicing and building construction to the satisfaction of the Township. Any costs associated with the implementation of such a plan, including, but not limited to, the installation and maintenance of construction information and detour signage, shall be borne by the Developer. All repair of damage or maintenance required to surrounding highways shall be at the Developer's expense.

3.24 Utilities

The Developer shall raise or lower all valves, hydrants, water boxes, catch basins, manholes and any other services to the final grade to the satisfaction of the Township. Utility services (including services such as hydro-electric, gas, telephone, cable television, telecommunications, etc.) shall be installed at no cost to the Township. The Developer covenants and agrees to enter into an agreement or agreements with such applicable utility companies, to provide utilities as

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required, to satisfy all requirements, including, but not limited to the maintenance and repair of their facilities and equipment until Final Acceptance of the Works. The Developer is responsible for informing the applicable utility providers of its intention to commence any construction on the Lands shown on the approved Plans.

SECTION 4 – ACCEPTANCE OF WORKS (ONSITE AND OFFSITE)

4.1 Stages of Construction and Services

The Township will grant Preliminary Acceptance of servicing based upon four (4) stages of construction; and when the development is phased, within the whole of each phase as approved by the Township. Stages of construction are as follows:

- “Stage 1” – consists of all underground Works including storm sewers, sanitary sewers, watermains, and including all water, storm and sanitary sewer service connections to the limit of the street allowance for each proposed building lot, plus any required Storm Water Management Works.
- “Stage 2” – services shall include all road Works up to and including granular road base, curbs and gutters, base asphalt, grading of boulevard areas, installation of street and traffic signs, and all conduits and pipes for electricity or other utilities such as gas, telephone and cable tv.
- “Stage 3” – services involved in the completion of the electrical distribution system, service connections to the edge of the street allowance for each proposed utility and street lighting.
- “Stage 4” – services include the final coat of asphalt, sidewalks, topsoil, sodding, trees, driveway ramps, fencing and all other requirements of this Agreement.

4.2 Inspection and Preliminary Acceptance of Offsite Works

When all of the services in any stage of servicing as identified above have been completed and the Township Engineer has received written certification by the Developer’s Engineer that such services have been constructed in each stage in accordance with the approved plans and specifications in this Agreement or any other applicable servicing agreement, and upon satisfactory inspection by the Township Engineer, the Township Engineer will recommend that the Township grant a Certificate of Preliminary Acceptance. This Certificate may include a list of minor deficiencies which the Developer must repair. The offsite services shall then be subject to a guaranteed maintenance period as described in Section 5.1.

4.3 Final Acceptance of the Offsite Works

On receipt of a written request from the Developer for final inspection and final acceptance of the Works, and following completion of the guaranteed maintenance

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period outlined in Section 5.1, the Township Engineer will complete an inspection and if there are no deficiencies, will recommend to the Township that the Certificate of Final Acceptance be issued. This Certificate will be issued provided that the Developer has paid all accounts to the Township:

- is satisfied the applicable services have been completely installed;
- is satisfied all repairs or maintenance work on the applicable services have been completed;
- has approved the formal certification of final completion from the Developer's Engineer certifying that all Works and services have been installed; and
- has received as-built drawings as detailed elsewhere in this Agreement.

4.4 Acceptance During Winter Months

The Township will not be required to provide Certificates of Preliminary or Final Acceptance during the winter months or any other time of year when inspection of the Works and services is impractical due to snow cover or other adverse conditions.

4.5 Use of Works by Township

The Developer agrees that:

- a) the Works may be used prior to acceptance by the Township, or other authorized persons for the purposes for which such Works were designed;
- b) such use shall not be deemed an acceptance of the Works by the Township; and
- c) such use shall not in any way relieve the Developer of their obligations in respect of the construction and maintenance of the Works so used.

4.6 Replacement of Survey Bars

Prior to the Final Acceptance of the Lands by the Township, the Developer shall deliver to the Township's a statement from an Ontario Land Surveyor approved by the Township that after the completion of the Works, all survey monuments and iron bars exist or have been replaced as shown on the approved Plan where the lot corners and boundaries are on a public street or a road allowance or have a common boundary with any other lands owned by the Township prior to lands being conveyed or to be conveyed to the Township pursuant to the terms of this Agreement.

4.7 Offsite Ownership of Services

Upon the issuance to the Developer of the Certificate of Final Acceptance, the ownership of the offsite Works described shall vest in the Township and the

Developer shall have no claim or rights thereto except those occurring as an owner of the lands abutting the streets where such services are installed.

SECTION 5 – MAINTENANCE OF WORKS

5.1 Maintenance of Offsite Works

The Developer will be responsible for the repair and maintenance of all offsite Works until a Certificate of Final Acceptance is issued by the Township. This maintenance period shall extend for a minimum two (2) years from the date of the Certificate of Preliminary Acceptance of the Works. If during this period, the Developer fails to carry out maintenance work within seventy-two (72) hours after receipt of the request from the Township, then the Township Engineer or Township Director of Operations or delegate may without further notice undertake such maintenance work and the total costs of such work including engineering fees shall be borne by the Developer. If the Developer fails to pay the Township within thirty (30) days of the date of billing then the money owing may be deducted from the deposited securities. Towards the end of the maintenance period, the Developer shall make written request to the Township for a final inspection to be made in respect to the issuance of the Certificate of Final Acceptance.

5.2 Road Maintenance

5.2.1 The Developer shall stage proposed works in such a way to allow traffic flow on Gordon Street past the subject property at all times during construction of the Works.

5.2.2 The Developer will be responsible for the maintenance of the roads within the Development.

5.2.3 Summer maintenance shall include grading, dust control and general clean-up of the site.

5.2.4 The Developer shall be responsible for all winter road maintenance within the Lands and shall include snow plowing and sanding of roadway and sidewalks, and snow removal from the site as required, and snow removal around all fire hydrants. All roads within the Development are to be cleared of snow even when no buildings have been erected on the road to ensure that there is access to all fire hydrants. In the event that proper vehicular access or snow removal is not provided by the Developer, the Township, through its servants, contractors or agents may provide access and remove snow without notice to the Developer. Such removal of snow shall be only carried out at times deemed to be an emergency by the Township's Roads Department. All costs of such work shall be paid by the Developer within thirty (30) days of date of billing or otherwise may be deducted from the deposited securities. The Developer further agrees that any work done by the Township pursuant to this Agreement before the roads are accepted by the Township shall not be deemed in any way, to be an acceptance by the Township of the roads in the said

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Lands upon which such work is done. The Developer acknowledges that the Township in providing access by removing snow may damage or interfere with the works of the Developer and cause damage to such works and the Developer hereby waives all claims against the Township that the Developer might have arising therefrom and covenants that the Developer will make no claim against the Township for such interference or damage. Representation may be made requesting that the Township consider entering into a separate agreement with the Developer to undertake the winter road maintenance within the Lands.

5.3 Emergency Repairs

Employees or agents of the Township may enter onto the Lands at any time or from time to time for the purpose of making emergency repairs to any of the Works. Such entry and repairing shall not be deemed an acceptance of any of the Works by the Township or an assumption by the Township of any liability in connection therewith or a release of the Developer from any of their obligations under this Agreement.

SECTION 6 – DRAINAGE AND LANDSCAPE DESIGN

6.1 Drainage

The Lands within the Development and all lands abutting the Development shall be graded to drain in accordance with the Drainage Plan as approved by the Township Engineer. It is understood and agreed by the parties hereto that the drainage of surface waters on the Lands in the Development, are the sole responsibility of the Developer and each subsequent Owner of Lands within the Development, and the Developer is to provide and maintain adequate drainage of such surface waters. Satisfactory drainage outlets shall be provided. Drainage outlets shall be constructed from the limits of the Development to a sufficient outlet in accordance with the approved engineering drawings.

6.2 Lot Grading

All Lands shown within the approved Plan shall be graded in general conformity with the Lot Grading Plan, including fill and excavation as required for the full width and length of the grades and levels, and to the specifications, requirements and satisfaction of the Township Engineer; provided that the Lands, pre-grading must be brought within zero decimal five (0.5) metres of the final grade and further residential development may complete the final grading once a building permit has been issued. All work done by the Developer must be of such a nature as to ensure that the integrity and intent of the overall Lot Grading Plan is functional until the Lands are fully developed.

6.3 Obligation to Complete Grading According to Lot Grading Plan

The Lands shall be graded in general conformity with the grades and elevations shown on the Lot Grading Plan and in compliance with Section 6.6.

6.4 Prevention of Surface Water Flow

The Developer and each subsequent owner shall not block, impede, obstruct or prevent the flow of surface water as provided for in the Drainage Plan, the Lot Grading Plan or the Certified Building Lot Site Plan over any Lot or Block by the construction, erection or placement thereon of any damming device, building, structure or other means. It is agreed and understood that subsection 51 (26) of the Planning Act, R.S.O. 1990, c.P.13 applies and the Township shall enforce this provision against the Developer and all subsequent owners of the Lands, and in addition or alternatively the Township may, in the event that this subsection is contravened, direct that the contravention be remedied by the owner failing which the Township may proceed to remedy the contravention at the owner's expense and it is agreed that the cost thereof may be added to the tax roll and collected in the same manner as taxes.

6.5 Erosion Control

The Developer shall construct silt fences or other facilities as required during construction to control overland flows from this Development to ensure that mud, silt, construction debris, or other contaminant does not adversely affect abutting properties, all to the specifications of the Township Engineer.

6.6 Maintenance of Lot Grading

The facilities and works required by Section 6 shall be provided and maintained by the Developer or subsequent Owner of the Lands within the approved Plan from time to time at such party's sole risk and expense.

SECTION 7 – ADMINISTRATION7.1 Developer's Expense

Every provision of this Agreement by which the Developer is obligated in any way shall be deemed to include the words "at the expense of the Developer" and "as approved or accepted by the Township", unless specifically stated otherwise.

7.1.1 Prior to the commencement of the construction of the Works within the Land made subject to a Holding Zoning ("H") provision and after the deposit with the Township of the securities as set out elsewhere in this Agreement for such Land along with a written request from the Developer, the Township shall at the Developer's expense pass a by-law under the said Section 36 to remove the Holding Zoning ("H") provision.

7.2 Developer's Liabilities

Until the Township has issued the Certificate of Final Acceptance for the offsite Works, the Developer shall indemnify the Township against all actions, causes of action, suits, claims and demands whatsoever which may arise either directly or indirectly by reason of the Developer undertaking the Plan.

7.3 Indemnity and Insurance

7.3.1 **Indemnity** - The Developer, both during and after the term of this Agreement, shall at all times, and at its own cost, expense and risk, defend, indemnify and hold harmless the Township, the Township engineer, its elected officials, officers, employees, volunteers, agents, contractors, and all respective heirs, administrators, executors, successors and assigns from any and all losses, damages (including, but not limited to, incidental, indirect, special and consequential damages, or any loss of use, revenue or profit by any person, organization or entity), fines, penalties and surcharges, liabilities (including, but not limited to, any and all liability for damage to property and injury to persons, including death), judgments, claims, demands, causes of action, contracts, suits, actions or other proceedings of any kind (including, but not limited to proceedings of a criminal, administrative or quasi criminal nature) and expenses (including, but not limited to, legal fees on a substantial indemnity basis), which the indemnified person or persons may suffer or incur, howsoever caused, arising out of or in consequence of or directly or indirectly attributable to the Services (including, without limitation, damages to existing municipal infrastructure, and the costs to rectify deficiencies and eliminate any nuisances, including the clean-up of exiting roads) required to be performed by the losses, damages, fines, penalties and surcharges, liabilities, judgments, claims, demands, causes of action, contracts, suits, actions or other proceedings of any kind and expenses as defined above are due or claimed to be due to the negligence, breach of contract, and/or breach of law of the Developer, its agents, employees or sub-contractors.

7.3.2 **Insurance** - It is the responsibility of the Developer and its Insurance Broker to review all potential operations and exposures to determine if the coverage and limits noted below are sufficient to address all insurance related exposures presented by the specifications of the Works. The Developer shall insure its undertaking, business, and equipment under the following coverage so as to protect and indemnify and save harmless the Township:

- i.) **General Liability Insurance:** The Owner shall obtain and maintain in full force and effect a policy of comprehensive **general liability insurance and completed operations insurance, and owned and non-owned automobile liability insurance** shall provide coverage for a limit of not less than FIVE MILLION DOLLARS (\$5,000,000.00) for each occurrence of a claim of bodily injury (including personal injury), death or property damage, including loss of use thereof, that may arise directly or indirectly out of the acts or omissions of the Owner. Such policy or policies shall be issued in the joint names of the Owner, the Township and the Township's consulting engineer

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and the form and content shall be subject to the approval of the Township. The policy shall be in effect for the period described in 5.1 of this agreement. The issuance of such policy or policies of insurance shall not be construed as relieving the Owner from responsibility for other or larger claims, if any, for which it may be held responsible. Certificate of Insurance shall be provided prior to the start of construction and on an annual basis. The policy shall specify that it cannot be altered, cancelled or allowed to lapse unless prior notice by registered mail has been received thirty (30) days in advance by the Township.

- ii). Prior to the commencement of the Works, the Developer's Contractor shall forward a Certificate of Insurance evidencing this insurance with the executed Agreement.
- iii). It is also understood and agreed that in the event of a claim any deductible or self-insured retention under these policies of insurance shall be the sole responsibility of the Developer and that this coverage shall preclude subrogation claims against the Township and will be primary insurance in response to claims.
- iv). The Township's claims process for Third Party claims is to refer the claimant, including lien claimants, directly to the Developer and to leave the resolution of the claim with the Contractor. This applies regardless of whether or not it is an insured loss.

7.4 Legal Notice to Developer

Any notice required to be given hereunder may be given by registered mail addressed to the Developer at its principal place of business, as found listed in the signing page of this Agreement, and shall be effective as of the date of the deposit thereof in the Post Office.

7.5 Registration

The Developer consents to the registration of this Agreement upon the title to the Land at the sole discretion of the Township and at the expense of the Developer.

7.6 Mortgagee Postponement and Subordination

The Developer covenants and agrees, at its own expense, to obtain and register such documentation from its mortgagees or encumbrance holders as may be deemed necessary by the Township to postpone and subordinate their interest in the lands to the interest of the Township to the extent that this Agreement shall take effect and have priority as if it had been executed and registered before the execution and registration of the document or documents giving to the mortgagees and/or encumbrance holders their interest in the lands.

7.7 Requirements for Building Permits

The approval of the approved Plan by the Township or the acceptance by the Township of the Works shall not be deemed to give any assurance that Township building permits, when applied for will be issued in respect of the Lands shown on

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the approved Plan. Notwithstanding the foregoing, the Developer agrees that it, or anyone claiming title from it or under its authority, shall not apply for any building permits for the Lands within the approved Plan until the requirements hereinafter set out have been carried out to the satisfaction of the Township. It is agreed that a copy of this Section 7.7 shall be delivered by the Developer to each and every purchaser of land within the approved Plan and to each and every builder obtaining a building permit for any land within the approved Plan and the Developer shall extract a covenant similar to this covenant from all such purchasers and builders. The Township shall have the right to refuse any such application until:

- 7.7.1 Preliminary Acceptance has been granted for Stage 1 and Stage 2 servicing of the onsite Development and all offsite Works;
 - 7.7.2 the Developer has provided satisfactory documentation to the Township Engineer that Stage 3 of the Lands servicing will be completed within six (6) weeks of the date of the issuance of the building permit;
 - 7.7.3 the Developer has provided sufficient documentation to the Township Engineer confirming that the remaining underground services, telephone, cable tv, and gas are being scheduled for installation;
 - 7.7.4 the signs denoting “PRIVATE PROPERTY” AND “NO ACCESS IS PERMITTED AT ANY TIME” have been installed at the entrances to the Development;
 - 7.7.5 all dead trees within the limit of the Lands have been removed;
 - 7.7.6 all street identification signs and traffic signs required by this Agreement have been installed and are in place; and
 - 7.7.7 payment to the Township by cash in the amount of the current applicable Development Charge(s) per the Lands under the Development Charges By-law of the Township;
 - 7.7.8 the Developer shall install idler spacers for the installation of future water meter as per the current Municipal Servicing Standards drawings;
- 7.8 Requirements for Occupancy
- Subject to Section 7.8 herein, no building erected on the Lands shall be occupied until a Certificate of Inspection re: Readiness for Occupancy has been issued by the Township Chief Building Official and the said Certificate shall not be issued until:
- 7.8.1 preliminary Acceptance has been granted for Stage 3 servicing for the phase of the Development within the Lands;
 - 7.8.2 the roadway from the entrance of the Development to and including the frontage of the building, has received the base course asphalt;
 - 7.8.3 the electrical distribution plant including street lights have been installed and approved by Wellington North Power Inc. and any other applicable utility company;
 - 7.8.4 a certificate issued by an OLS has been given by the Township Chief Building Official that the building location is in compliance with the Zoning By-law of the Township;

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- 7.8.5 the final grading of the approved Plan is in conformity with the overall grading plan or such variances therefrom as have been approved by the Township Chief Building Official;
- 7.8.6 the telephone lines and gas mains have been installed and certified by the Developer's Engineer; and
- 7.8.7 the Developer agrees that the preceding requirements in this Section 7.8 are in addition to and not in substitution of the requirements of the Ontario Building Code Act as amended and regulations thereunder with respect to certificates for occupancy.
- 7.9 Right to Enter into an Agreement
- 7.9.1 The Developer agrees not to call into question directly or indirectly in any proceedings whatsoever in law or in equity or before any administrative tribunal, the right to the Township to enter into this Agreement and to enforce each and every term, covenant and condition herein contained and this Agreement may be pleaded as an estoppel against the Developer in any such proceedings.
- 7.9.2 The Developer acknowledges that the Township is entering into this Agreement and approving the Plan on the express representation of the Developer that it and its successors and assigns shall observe and perform all the provisions of this Agreement and that the Township is of the opinion that the Plan would not be in the public interest if the Developer, its successors and assigns, the owner or owners from time to time of the land within the Plan were not obligated to observe and perform all the provisions hereof except to the extent the Township may lawfully change them.
- 7.10 Successors and Assigns
- The covenants, agreement, conditions and undertakings herein contained on the part of the Developer shall run with the land and shall be binding upon it and upon its successors and assigns as owners and occupiers of the said lands from time to time.
- 7.11 Scheduling, Progress and Completion
- The Developer shall commence construction of services within eighteen (18) months of the signing of this Agreement. Within eighteen (18) months of the date of commencement of the servicing of any phase, the Developer shall complete the installation of the Stage 1, Stage 2 and Stage 3 services. Within twenty-four (24) months of the date of completion of the Works of Stage 2, the Developer shall complete the installation of the Stage 4 Works. Failure to adhere to the above schedule may result in the Township completing the Works in accordance with Section 3.7 of this Agreement. Failure to commence construction within the time schedule above may result in the Township declaring this Agreement to be null and

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void, and the Township may deem the Lands not to be an approved Plan of the development.

7.12 No Township Liability

7.12.1 This Agreement and the provisions herein do not give the Developer or any person acquiring any interest in the land within the approved Plan (each hereinafter in this clause called “such person”), any rights against the Township or the Township Engineer with respect to the failure of any such person to perform any obligations under this Agreement or the failure of the Township to force such person to perform any obligations under this Agreement or any negligence of any such person in the performance of the said obligations.

7.12.2 The only duty and responsibility of the Township Engineer arising out of this Agreement is to the Township and this Agreement. Any work or services done or performed by the Township Engineer under this Agreement do not in any way create any liability on the part of the Township Engineer to the Developer or any person acquiring any interest in the land within the Plan.

7.13 Conflict

In the event of any conflict between or among the plans and specifications relating to the construction of the Works, the Township Engineer shall decide which provisions shall prevail.

7.14 Amendment

Without in any way limiting the rights of the Township, the Developer agrees that the Township may, with the consent of the then registered owner of any land within the approved Plan, amend this Agreement insofar as it specifically affects such land or any part thereof.

7.15 First Registration – Land Titles Act

The Plan shall not be registered before the title of the Developer to the land within the Plan has been registered pursuant to the provisions for First Registration under the Land Titles Act, R.S.O. 1990, c.L.5, and the appropriate evidence thereof has been registered.

7.16 Township Road Entrance Policy

The municipal streets which provide access to the Land under this Agreement are required to conform to the Township road entrance policy.

SECTION 8 – FINANCIAL PROVISIONS

- 8.1 Development Charges, Drainage and Local Improvement Charges
- 8.1.1 Development Charges shall be paid in accordance with the current development charges by-law of the Township and this subsection. The Developer acknowledges and confirms that all charges, payments, works to be constructed or installed, studies to be carried out and all other obligations contained in this Agreement or the cost thereof (except where a charge is referred to herein as a “development charge”) are characterized as:
- 8.1.2 local services installed or provided at the expense of the Developer related to or within the approved Plan of Development as a condition of approval under Section 51 of the Planning Act;
- 8.1.3 connections to water and sewer facilities installed at the expense of the Developer; and
- 8.1.4 services denoted on approved drawings/documents or specifically noted in this Agreement for which the Developer is making no claim for credits from the development charges by-law, and are not charges related to development within the meaning of the Development Charges Act, 1997 as amended.
- 8.1.5 The Developer covenants and agrees as follows:
- 8.1.6 ***Early DC Payment.*** If provided for in the current development charges by-law pursuant to Section 26 of the Development Charges Act, 1997, as amended, and only if required by the Township, to pay upon execution of this Agreement development charges for what are commonly known as “hard services” related to water supply, waste water, storm water drainage and control, highway and electrical power services as applicable.
- 8.1.7 ***Regular DC Payment.*** The Developer further covenants and agrees to pay all other Development Charges under the applicable development charges by-law of the Township, or under any other development charges by-law, if not paid earlier, at the time of building permit issuance in an amount to be calculated at the full rate applicable at the time of individual building permit issuance.
The Developer hereby releases and forever discharges the Township from any and all claims for credits against Development Charges payable hereunder or payable at the issuance of a building permit or permits for construction within the approved Plan and the Developer hereby waives all such claims for credits except for the credits that may be specified in any schedule forms part of this Agreement. Any such credits so specified in any schedule forming part of this Agreement. Any such credits so specified herein and the calculation thereof shall be deemed to be conclusive and binding on the Developer.
- 8.1.8 The Developer agrees to pay for all arrears of taxes outstanding against the property herein described before the approval of the said approved Plan is obtained. The

DEVELOPMENT AGREEMENT
SEAWAVES HOMES LTD.

Developer further undertakes and agrees to pay all taxes levied on the said lands on the basis and in accordance with assessment and collector's roll entries until such time as the lands herein being subdivided have been assessed and entered on the Collector's Roll according to the Registered Plan.

- 8.1.9 Before the Plan is approved the Developer agrees to commute and pay all charges made with respect to the Drainage Act, R.S.O. 1990, c.D.17, and the Municipal Act, 2001, S.O. 2001, c.25 including but not limited to charges or rates outstanding in respect of the Lands under any sewer rate and/or water rate by-law which are assessed against the Lands on the Plan. Before the Plan is approved the Developer agrees to compute and pay the Township's share of any charges made under the said Drainage Act, and the said Municipal Act, 2001 for facilities presently servicing the Lands and assessed against it.

8.2 Securities

Prior to the start of construction, the Developer shall deposit with the Township to cover the faithful performance of the contract for the installation of the said services and the payment of all obligations and contingencies arising thereunder the following securities (subject to Sections 8.3.1 and 8.3.2 regarding phasing if applicable):

- 8.2.2 Cash in the amount of one hundred percent (100%) of the estimated cost of the offsite Works and fifty percent (50%) of the estimated cost of the onsite Works set out in Schedule "D" and as approved by the Township Engineer or the Township's Chief Administrative Officer; **or**
- 8.2.2 An irrevocable Letter of Credit from a chartered bank, issued in form and content satisfactory to the Township's Chief Administrative Officer, in the amount of one hundred percent (100%) of the estimated cost of the offsite and fifty percent (50%) of the estimated cost of the onsite Works as set out in Schedule "D" and as approved by the Township Engineer or the Township's Chief Administrative Officer: **or**
- 8.2.3 Contractor Bonding in the amount of one hundred percent (100%) of the estimated cost of the offsite Works and fifty percent (50%) of the estimated cost of the onsite Works set out in Schedule "D" and as approved by the Township Engineer or the Township's Chief Administrative Officer;
- 8.2.4 Letter of Credit and Contractor Bonding are to include the following components: automatic renewal, notice to municipality of pending cancellation, opportunity to call on security at Township discretion, partial draw-downs and reductions permitted, irrevocable, express reference to underlying development agreement.
- 8.2.5 Prior to depositing the securities, the Developer's Engineer shall submit an estimate of the cost of the Works to the Township Engineer for approval. When the cost estimate has been approved it will be set out in Schedule "D" of this Agreement and will become the basis for the limits of these securities.
- 8.2.6 All Letters of Credit and Contractor Bonding shall be for a minimum guaranteed period of one (1) year or such longer time as the Township may decide. All Letters

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SEAWAVES HOMES LTD.

of Credit and Contractor Bonding referred to in this Section 8.2 shall contain the following clause:

“It is a condition of the Letter of Credit/Contractor Bonding that it shall be deemed to be automatically extended without amendment from year to year from the present or any future expiration date hereof, unless at least thirty (30) days prior to the present or any future expiration date, we notify you in writing by registered mail that we elect not to consider this Letter of Credit/Contractor Bonding to be renewable for any additional period.”

8.2.7 Unless each and every Letter of Credit is renewed as noted above, no application for a building permit shall be made and the Township shall have the absolute right to prohibit occupancy of homes, whether partially or fully completed, from the said date thirty (30) days prior to the expiration of that Letter of Credit.

8.3 Reduction of Securities

8.3.1 An application for the reduction of security on deposit with the Township pursuant to Section 8.2 herein may be made no earlier than thirty (30) days after the commencement of construction of the Works and every thirty (30) clear days thereafter. Security reductions are to occur in conjunction with Preliminary Acceptance of the Stages of construction with the first reduction occurring with the completion of Stage 1 and Stage 2.

8.3.2 To obtain a reduction in security the Developer shall file with the Township Engineer a written application in accordance with Schedule “F” attached hereto.

8.3.3 The application shall include written confirmation from the Developer’s Engineer:

- describing the Works constructed as at the date of the application and a calculation of the cost thereof;
- confirming that the Works have been installed by the Developer with full time supervision of the Developer’s Engineer and in accordance with the requirements of this Agreement and schedules hereto; and
- describing the Works remaining to be completed as at the date of the application and a calculation of the estimated cost thereof.

8.3.4 The value of the reduction shall be determined by the Township Engineer who shall give a certificate to the Township and the Developer confirming the amount of the reduction of the security and the amount of the security remaining on deposit with the Township.

8.3.5 The minimum security requirements, the value of the reduction shall be based upon a retained security requirement equal to the value of the Works remaining to be completed by the Developer plus twenty percent (20%) of the value of the Works completed to the date of the application.

DEVELOPMENT AGREEMENT
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- 8.3.6 Subject to any outstanding deficiencies or contingencies the Township throughout the off-site works maintenance period for each of the 4 stages shall hold as security the greater of ten percent (10%) of the estimate of the cost of the Works as set out in Schedule "D" for the applicable stage or thirty thousand dollars (\$30,000.00).
- 8.4 Statutory Declaration of Accounts Paid
The Developer agrees that upon applying for a discharge of securities or for a Certificate of Preliminary Acceptance for the services within the approved Plan, they shall supply the Township with a Statutory Declaration, found in Schedule "J", that all accounts for work and materials for said services have been paid except normal guarantee holdbacks and that there are no claims for liens or otherwise in connection with such work done or materials supplied for or on behalf of the Developer in connection with the Subdivision.
- 8.5 Construction Act, R.S.O. 1990, c.C.30
- 8.5.1 The Developer agrees that it will hold back in its payments to any contractor who may construct the services, such sums as are provided in accordance with the *Construction Act*, R.S.O. 1990, c.C.30, and will otherwise indemnify and save harmless the Township against any claims, actions or demands for construction liens or otherwise in connection with the Works and all costs in connection therewith, and on the demand of the Township Solicitor will forthwith take such steps to immediately discharge all liens upon the services.
- 8.5.2 Notwithstanding anything to the contrary contained in this Agreement, the Developer hereby agrees that the filing of any liens pursuant to the said Construction Lien Act, with respect to the approved Lands, shall constitute a default by the Developer of the terms of this Agreement and shall entitle the Township to draw on any or all of the security referred to in Section 8.2 of this Agreement and to utilize said draw to make payment into Court of the holdback together with costs.
- 8.6 Partial Release
- 8.6.1 Upon receipt of confirmation from the Township Engineer and upon being satisfied that the obligations of the Developer under this Agreement have been performed, with the exception of the lot grading requirements included in Section 6, the Township's Clerk shall execute a partial release of this Agreement, in the form attached hereto as Schedule "G", and the delivery and registration of such partial release shall constitute a full and final release of the obligations of the Developer under this Agreement, with the exception of lot grading requirements included in Section 6, with respect to the lot or lots named therein.
- 8.6.2 Notwithstanding the foregoing, the Township's Clerk shall not be required to execute a partial release until the various services have been completed in accordance with the terms of this Agreement and the plans and specifications provided for herein.

SECTION 9 – SPECIAL PROVISIONS AND EXCEPTIONS

9.1 The Developer and the Township agree that the provisions set forth in the attached Schedule “H” form an integral part of this Agreement, and further that variations and exceptions from the standard provisions of this Agreement, if any, are set out in Schedule “H”.

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DEVELOPMENT AGREEMENT
SEAWAVES HOMES LTD.

SCHEDULE "A" OF THE DEVELOPMENT AGREEMENT

DESCRIPTION OF LANDS

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

PARKLOT 52, PARKLOT 54 AND PARKLOT 56, JUDGE MACDONALD'S SURVEY;
VILLAGE OF ARTHUR; TOWNSHIP OF WELLINGTON NORTH

Property Identifier Number (PIN): 71104-0698 (LT)

DEVELOPMENT AGREEMENT
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SCHEDULE "B" OF THE DEVELOPMENT AGREEMENT

Current Township of Wellington North Municipal Servicing Standards

All Works within the Plan shall be installed by the Developer as provided in the Agreement, including Schedules, to which this Schedule is attached and in compliance with the most current Municipal Servicing Standards of the Township of Wellington North.

DEVELOPMENT AGREEMENT
SEAWAVES HOMES LTD.

SCHEDULE “C” OF THE DEVELOPMENT AGREEMENT

WORKS TO BE CONSTRUCTED

The Works to be constructed as detailed in the drawings and documents list below:

DOCUMENT NO	DOCUMENT NAME	LAST REVISION DATE	PREPARED BY
1	Servicing Plan	Dec. 20, 2022	Karugu Consulting Inc.
2	Grading Plan	Dec. 20, 2022	Karugu Consulting Inc.
3	Gordon Street – Eliza Street Intersection and Gordon Street Cross Sections	Dec. 20, 2022	Karugu Consulting Inc.
4	Gordon Street Profile	Dec. 20, 2022	Karugu Consulting Inc.
5	Farrell Lane and Anderson Avenue Profile	Dec. 20, 2022	Karugu Consulting Inc.
6	Erosion Control Plan	Dec. 20, 2022	Karugu Consulting Inc.
7	Notes & Miscellaneous Details	Dec. 20, 2022	Karugu Consulting Inc.
8	ADS Chambers Details	Dec. 20, 2022	Karugu Consulting Inc.
A00	Cover Page	2018-10-15	YEJ Studio and Consulting Inc.
A01	Site	2018-10-15	YEJ Studio and Consulting Inc.
A02	Site Plan	2018-10-15	YEJ Studio and Consulting Inc.
A03	Main Floor	2018-10-15	YEJ Studio and Consulting Inc.
A04	Second Floor	2018-10-15	YEJ Studio and Consulting Inc.
A05	Elevation Block A&B	2018-10-15	YEJ Studio and Consulting Inc.
A06	Elevation Block C	2018-10-15	YEJ Studio and Consulting Inc.
L1	Layout & Materials Plan	09/09/19	OMC Landscape Architecture
L2	Planting Plan	09/09/19	OMC Landscape Architecture
L3	Details	09/09/19	OMC Landscape Architecture
1 of 1	Site Plan	March 5 2020	MHBC Planning Urban Design & Landscape Architecture
	Lighting Calculation Study	2022-02-02	Signify
	Functional Servicing & SWM Report	August 7, 2020	Karugu Consulting Inc.
	Geotechnical Investigation Report	January 29, 2018	Terraprobe Inc.

DEVELOPMENT AGREEMENT
SEAWAVES HOMES LTD.

SCHEDULE "D" OF THE DEVELOPMENT AGREEMENT

ITEMIZED ESTIMATE OF COSTS OF CONSTRUCTION
OF EACH PART OF THE WORKS

Onsite Cost estimate is dated August 5, 2022 prepared by George Karugu, P.Eng, with Total Estimated Construction Price of **\$1,104,818.05**.

Offsite Cost estimate is dated August 5, 2022 prepared by George Karugu, P.Eng, with Total Estimated Construction Price of **\$895,078.34** and Municipal share being **\$60,913.22** as indicated the following table.

	Sub-Total	Engineering Contingency & HST	Total	Developer	Township²
Gordon St. ¹ (Eliza to Anderson)	\$422,150.00	\$155,055.70	\$577,205.70	\$516,292.48	\$60,913.22
Anderson (Farrell to Gordon)	\$92,435.00	\$33,951.38	\$126,386.38	\$126,386.38	\$0.00
Anderson (Gordon to North)	\$140,047.00	\$51,439.26	\$191,486.26	\$191,486.26	\$0.00
Internal Works ¹ (204 Gordon)	\$808,029.00	\$296,789.05	\$1,104,818.05	\$1,104,818.05	\$0.00
Total			\$1,999,896.39	\$1,938,983.17	\$60,913.22

Notes:

¹ Township share is those associated with the forcemain replacement/upsizing on Gordon Street only.

GORDON STREET SUBDIVISION
204 GORDON STREET, ARTHUR, WELLINGTON, ON

BY: GEORGE KARUGU, P.ENG
DATE: AUGUST 05, 2022

SUMMARY

	COST	13% HST	TOTAL
<u>EXTERNAL WORKS</u>			
GORDON STREET (ELIZA STREET TO ANDERSON AVENUE)	\$ 510,802	\$ 66,404	\$ 577,206
ANDERSON AVENUE (FARRELL LANE TO GORDON STREET)	\$ 111,846	\$ 14,540	\$ 126,386
ANDERSON AVENUE (GORDON STREET TO NORTH END)	\$ 169,457	\$ 22,029	\$ 191,486
TOTAL EXTERNAL WORKS	\$ 792,105	\$ 102,974	\$ 895,078
<u>INTERNAL WORKS</u>			
204 GORDON STREET	\$ 977,715	\$ 127,103	\$ 1,104,818
TOTAL EXTERNAL WORKS	\$ 977,715	\$ 127,103	\$ 1,104,818
TOTAL (EXTERNAL + INTERNAL WORKS)	\$ 1,769,820	\$ 230,077	\$ 1,999,896

DEVELOPMENT AGREEMENT
SEAWAVES HOMES LTD.

GORDON STREET (ELIZA STREET TO ANDERSON AVENUE)
204 GORDON STREET, ARTHUR, WELLINGTON, ON
CIVIL WORKS (EXTERNAL WORKS)- CONSTRUCTION ESTIMATE

ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL COST
SANITARY FORCEMAIN					
	Forcemain				
	a) Removal of existing 200mm forcemain	M	148.5	\$50	\$7,425
	b) New 350mm Forcemain	M	148.5	\$250	\$37,125
	TOTAL WATERMAIN				\$44,550
WATERMAIN					
	Watermain				
	a) 150mm Diameter	M	10	\$200	\$2,000
	Watervalves				
	a) 150mm Diameter	EACH	1	\$200	\$200
	b) 150mm Diameter + tap-capfor 1.5" service	EACH	1	\$250	\$250
	TOTAL WATERMAIN				\$2,450
STORM SEWERS					
	Storm Sewer				
	<u>Removals</u>				
	a) Removal of existing sewers & structures	L.S.	1	\$10,000	\$10,000
	<u>New</u>				
	a) 300mm Diameter Culvert	M	13	\$305.00	\$3,965
	b) 450mm Diameter	M	159	\$310	\$49,290
	c) 300mm Diameter	M	8	\$295	\$2,360
	d) 250mm Diameter	M	52	\$250	\$13,000
	1200mm Diameter Manholes	EA	7	\$6,300	\$44,100
	Catchbasins	EA	4	\$3,200	\$12,800
	Video Inspection, mandrel test (main) and Report (1 iteration)	L.S.	1	\$2,500	\$2,500
	TOTAL STORM SEWER				\$138,015
ROAD CONSTRUCTION					
	Excavation and removal of ex. Road and entrancesand associated regrading on Gordon Street	M	165	\$85	\$14,025
	150mm Granular 'A'	Tonne	620	\$14	\$8,680
	450mm Granular 'B'	Tonne	1865	\$12	\$22,380
	Curb and Gutter	M	375	\$30	\$11,250
	60mm HL4 Base Asphalt	Tonne	230	\$90	\$20,700
	Sidewalk	M ²	285	\$30	\$8,550
	Tactile (at sidewalk ramps)	L.S.	1	\$500	\$500
	Painted Linework on Pavement	L.S.	1	\$3,000	\$3,000

DEVELOPMENT AGREEMENT
SEAWAVES HOMES LTD.

ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL COST
	Supply and Install Street lighting	L.S.	1	\$90,000	\$90,000
	Supply and Install Street Signs	L.S.	1	\$1,500	\$1,500
	Landscaping	L.S.	1	\$26,000	\$26,000
	TOTAL ROAD CONSTRUCTION				\$206,585

FINISHING WORKS

	40mm HL3 Asphalt (Top Lift)	Tonne	155	\$90	\$13,950
	Painted Linework on Pavement	L.S.	1	\$3,000	\$3,000
	Top Soil and Sodding (Blvd to be sodded)	M ³	330	\$11	\$3,630
	Lot Grading	M ²	997.00	\$10	\$9,970
	TOTAL FINISHING WORKS				\$30,550

SUMMARY

	SANITARY FORCEMAIN	\$44,550
	WATERMAIN	\$2,450
	STORM SEWERS	\$138,015
	ROAD CONSTRUCTION	\$206,585
	FINISHING WORKS	\$30,550
	TOTAL	\$422,150
	10% Contingency	\$42,215
	10% Engineering	\$46,437
	TOTAL	\$510,802
	13% HST	\$66,404
	GRAND TOTAL	\$577,206

DEVELOPMENT AGREEMENT
SEAWAVES HOMES LTD.

**ANDERSON AVENUE (FARRELL LANE TO GORDON STREET)
204 GORDON STREET, ARTHUR, WELLINGTON, ON
CIVIL WORKS (EXTERNAL WORKS)- CONSTRUCTION ESTIMATE**

ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL COST
SANITARY SEWERS					
	Sanitary Sewer				
	a) 200mm Diameter	M	95.2	\$200	\$19,040
	1200mm Diameter Manholes	EACH	2	\$6,000	\$12,000
	Video Inspection, mandrel, infiltration/exfiltration testing and Report (3 iterations)	L.S.	1	\$10,500	\$10,500
	TOTAL SANITARY SEWERS				\$41,540
WATERMAIN					
	Watermain				
	a) 150mm Diameter	M	104	\$200	\$20,800
	Watervalves				
	a) 150mm Diameter	EACH	1	\$200	\$200
	Connection to Ex. WM, Testing and commissioning of WM	L.S.	1	\$5,500	\$5,500
	TOTAL WATERMAIN				\$26,500
ACCESS ROAD CONSTRUCTION					
	Excavation and r associated regrading	M	96	\$85	\$8,160
	Excavate and restoration on Farrell Lane	L.S.	1	\$5,000	\$5,000
	150mm Granular 'A'	Tonne	140	\$14	\$1,960
	300mm Granular 'B'	Tonne	285	\$12	\$3,420
	TOTAL ROAD CONSTRUCTION				\$18,540
FINISHING WORKS					
	Top Soil and Sodding	M ³	305	\$11	\$3,355
	Boulders /Access deterrent	L.S.	1	\$2,500	\$2,500
	TOTAL FINISHING WORKS				\$5,855
SUMMARY					
	SANITARY SEWERS				\$41,540
	WATERMAIN				\$26,500
	ACCESS ROAD CONSTRUCTION				\$18,540
	FINISHING WORKS				\$5,855
	TOTAL				\$92,435
	10% Contingency				\$9,244
	10% Engineering				\$10,168
	TOTAL				\$111,846
	13% HST				\$14,540
	GRAND TOTAL				\$126,386

DEVELOPMENT AGREEMENT
SEAWAVES HOMES LTD.

**ANDERSON AVENUE (GORDON STREET TO NORTH END)
204 GORDON STREET, ARTHUR, WELLINGTON, ON
CIVIL WORKS (EXTERNAL WORKS)- CONSTRUCTION ESTIMATE**

ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL COST
SANITARY SEWERS					
	Sanitary Sewer				
	a) 200mm Diameter	M	160	\$200	\$32,000
	1200mm Diameter Manholes	EACH	3	\$6,000	\$18,000
	Video Inspection, mandrel, infiltration/exfiltration testing and Report (3 iterations)	L.S.	1	\$10,500	\$10,500
	TOTAL SANITARY SEWERS				\$60,500
WATERMAIN					
	Watermain				
	a) 150mm Diameter	M	152	\$200	\$30,400
	Water valves				
	a) 150mm Diameter	EACH	4	\$200	\$800
	Hydrant Sets	EACH	1	\$7,640	\$7,640
	TOTAL WATERMAIN				\$38,840
STORM					
	Road side ditch	L.S.	1	\$6,000	\$6,000
	Catchbasins	EA	1	\$3,200	\$3,200
	TOTAL STORM SEWER				\$9,200
ACCESS ROAD CONSTRUCTION					
	Excavation and associated regrading	M	165	\$85	\$14,025
	150mm Granular 'A'	Tonne	238	\$14	\$3,332
	300mm Granular 'B'	Tonne	485	\$12	\$5,820
	TOTAL ROAD CONSTRUCTION				\$23,177
FINISHING WORKS					
	Top Soil and Sodding	M ³	530	\$11	\$5,830
	Boulders /Access deterrent	L.S.	1	\$2,500	\$2,500
	TOTAL FINISHING WORKS				\$8,330
SUMMARY					
	SANITARY SEWERS				\$60,500
	WATERMAIN				\$38,840
	STORM				\$9,200
	ACCESS ROAD CONSTRUCTION				\$23,177
	FINISHING WORKS				\$8,330
	TOTAL				\$140,047
	10% Contingency				\$14,005
	10% Engineering				\$15,405
	TOTAL				\$169,457
	13% HST				\$22,029
	GRAND TOTAL				\$191,486

204 GORDON STREET**204 GORDON STREET, ARTHUR, WELLINGTON, ON****CIVIL WORKS (INTERNAL WORKS) - CONSTRUCTION ESTIMATE**

ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL COST
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SANITARY SEWERS

Sanitary Sewer

a) 200mm Diameter	M	259	\$200	\$51,800
1200mm Diameter Manholes	EACH	8	\$6,000	\$48,000
125mm Sanitary Services	EACH	37	\$990	\$36,630
Video Inspection, mandrel, infiltration/exfiltration testing and Report (3 iterations)	L.S.	1	\$10,500	\$10,500

TOTAL SANITARY SEWERS**\$146,930****WATERMAIN**

Watermain

a) 150mm Diameter	M	278	\$200	\$55,600
Watervalves				
a) 150mm Diameter	EACH	10	\$200	\$2,000
25mm Municipex Services	EACH	37	\$550	\$20,350
Blow-Off	EACH	4	\$1,500	\$6,000
Hydrant Sets	EACH	1	\$7,640	\$7,640

TOTAL WATERMAIN**\$91,590****STORM SEWERS**

Storm Sewer

c) 300mm Diameter	M	273	\$295	\$80,535
d) 250mm Diameter	M	83	\$250	\$20,750
1200mm Diameter Manholes	EA	7	\$6,300	\$44,100
Catchbasins	EA	5	\$3,200	\$16,000
SWM Storage	M ²	132	\$210	\$27,720
Inline Stormceptor	EA	1	\$18,500	\$18,500
Video Inspection, mandrel test (main) and Report (1 iteration)	L.S.	1	\$2,500	\$2,500

TOTAL STORM SEWER**\$210,105****ROAD CONSTRUCTION**

150mm Granular 'A'	Tonne	636	\$14	\$8,904
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Page 1

INTERNAL WORKS

DEVELOPMENT AGREEMENT
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ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL COST
	450mm Granular 'B'	Tonne	1910	\$12	\$22,920
	Curb and Gutter	M	430	\$30	\$12,900
	60mm HL4 Base Asphalt	Tonne	238	\$90	\$21,420
	Painted Linework on Pavement	L.S.	1	\$3,000	\$3,000
	Sidewalk	M ²	262	\$30	\$7,860
	Tactile (at sidewalk ramps)	L.S.	6	\$500	\$3,000
	Supply and Install Street lighting	L.S.	1	\$90,000	\$90,000
	Supply and Install Street Signs	L.S.	1	\$1,500	\$1,500
	Landscaping	L.S.	1	\$26,000	\$26,000
	TOTAL ROAD CONSTRUCTION				\$197,504

FINISHING WORKS

	40mm HL3 Asphalt (Top Lift)	Tonne	158	\$90	\$14,220
	Top Soil and Sodding	M ³	780	\$11	\$8,580
	Lot Grading	M ²	13910	\$10	\$139,100
	TOTAL FINISHING WORKS				\$161,900

SUMMARY

SANITARY SEWERS	\$146,930
WATERMAIN	\$91,590
STORM SEWERS	\$210,105
ROAD CONSTRUCTION	\$197,504
FINISHING WORKS	\$161,900
TOTAL	\$808,029
10% Contingency	\$80,803
10% Engineering	\$88,883
TOTAL	\$977,715
13% HST	\$127,103
GRAND TOTAL	\$1,104,818

The parties agree to pay their share of the estimated construction price of the works described.

The Owner shall pay their share of the Offsite Costs of Construction; the Township shall contribute the cost associated with the removal of the existing sanitary forcemain on Gordon Street and replacement of the upsized sanitary forcemain on Gordon Street. Notwithstanding the Estimated Costs of Construction, the Owners and the Township agree to pay for the entire actual costs even if such costs are greater than the estimate to a maximum set cost. For greater certainty, the Township's share of the cost of the Works shall be capped at, and shall not exceed, **\$65,000.00 inclusive of HST.**

Process for Developer Reimbursement of Township contribution towards upsizing of the sanitary forcemain:

1. Construction has reached substantial completion;
2. The Owner's Engineer is to provide a letter of certification of the Works, compile a deficiency list and all deficiencies have been corrected;
3. Township requires evidence of payment to constructor complete with detailed proper invoices and progress payment certificates issued to the contractor that completed the Works;
4. The Owner is to invoice the Township for Works completed. The invoice is to include the Statutory holdback and Guaranteed Maintenance holdback required in accordance with the Construction Act;
5. Statutory Declaration Re Payment of Accounts is to be completed, signed and sealed on the form provided in Schedule "J";
6. Once adequate time has lapsed from the Statutory Declaration Re Payment of Accounts, the Owner's Engineer shall provide an invoice to the Township for the release of the Statutory Declaration Re Payment of Accounts holdback.
7. Once the maintenance period has expired as found in section 5.1 of this agreement and a deficiency list has been compiled and all deficiencies have been corrected, the Owner's Engineer shall provide an invoice to the Township for the release of the Guarantee Maintenance holdback .

Recovery of Costs associated with off-site Water and Wastewater Infrastructure on the Anderson ROW and Gordon Street Urbanization and Servicing:

1. In the event that all or any part of the lands fronting onto the portion of Anderson Avenue ROW that will be serviced is developed and utilizes the sanitary and watermain constructed within the Anderson ROW and paid for by the Developer, the Township, so far as it is legally empowered to do so and subject to provisions herein, will use reasonable efforts to charge the Developed Lot Owner a Street Frontage Charge as a requirement or condition of development approval. Upon receipt of the Street Frontage Charge, the Township will forward same to the Developer.

DEVELOPMENT AGREEMENT
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2. Further to this, in the event that all or any part of the lands fronting onto the Anderson Avenue ROW is developed and utilizes the road urbanization completed on Gordon Street, by way of providing an additional urbanized road connection to Gordon Street, the Township, so far as it is legally empowered to do so and subject to provisions herein, will use reasonable efforts to charge the Developed Lot Owner a Street Frontage Charge as a requirement or condition of development approval. Upon receipt of the Street Frontage Charge, the Township will forward same to the Developer.
3. The Township shall determine the frontage length that is applicable to the Street Frontage Charge. The Street Frontage Charge rate (i.e., \$ per metre of frontage) will be equal to the applicable Township rate at the time that the Building Permit for the Developed Lot. In the event of a dispute between the Developer and the Township as to such calculations, the decision of the Township shall be final.
4. The Developer acknowledges and accepts the risk that the off-site works are not contained in any special area development charge and, therefore, the Township cannot provide the Developer any assurance that the Developer will recover any of the fee from the Benefiting Owners. The Township does, however, agree to make reasonable efforts to make such recoveries.
5. In the event that, for any reason whatsoever, including but not limited to administrative oversight, advertence or in advertence or negligence, the Township does not impose the fee as a requirement of condition of development approval or does not collect fee in respect of some or all of the Benefiting Area, the Developer agrees that the Township assumes no liability whatsoever for the cost of the works and shall have no obligation to reimburse the Developer for any expenses incurred by the Owner for which a fee from any Benefiting Area was not received. The Developer further covenants and agrees that it shall have no claim whatsoever in law or equity, and shall not institute any proceedings whatsoever against the Township for any failure by the Township to impose or collect fee from any or all of the Benefiting Owners.
6. The Developer agrees and acknowledges that the Town's obligations with respect to the recovery of costs associated with off-site water and wastewater infrastructure on the Anderson ROW and Gordon Street urbanization and servicing shall expire on the date which is ten (10) years from the date of this signed Site Plan Control Agreement.

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SCHEDULE "E" OF THE DEVELOPMENT AGREEMENT

**LIST OF LANDS FOR MUNICIPAL PURPOSES AND EASEMENTS
TO BE GRANTED TO THE TOWNSHIP**

LANDS FOR MUNICIPAL PURPOSES TO BE CONVEYED TO THE TOWNSHIP:

NONE

LIST OF EASEMENTS TO BE GRANTED TO THE TOWNSHIP:

NONE

SCHEDULE “F” OF THE DEVELOPMENT AGREEMENT

APPLICATION FOR REDUCTION OF SECURITY

(Section 9.3)

TO: *(Name of Township Engineer)*, Engineer, Township of Wellington North
DEVELOPER: *(Name of Developer)*
AGREEMENT: *(Date of Subdivision Agreement)*
PROPERTY: *(Legal Description of Property)*
APPLICATION NO.: *(Specify number of application)*

The undersigned, *(Name of Developer’s Engineer)* being the Developer’s Engineer, hereby confirms that the Works constructed as at the date of this Application have been installed by the Developer under the full time supervision of the Developer’s Engineer and in accordance with the requirements of the Development Agreement between the Developer and the Township.

The Works installed to the date hereof and the calculation of the cost thereof are detailed in the schedule attached hereto.

Further, the undersigned Developer’s Engineer hereby confirms that the Works remaining to be constructed as at the date of this Application and the calculation of the estimated cost thereof are also detailed in the schedule attached hereto.

This Application is given and delivered to the Township Engineer with full knowledge that the Township Engineer and the Township will rely upon the information contained herein in granting a reduction of the security held by the Township pursuant to Section 9.2 of the said Subdivision Agreement affecting the above property.

DATED at _____, Ontario this _____ day of _____, 202__.

(Signature of Developer’s Engineer)
(Name of Developer’s Engineer)

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SCHEDULE "G" OF THE DEVELOPMENT AGREEMENT

FORM OF PARTIAL RELEASE:

PARTIAL RELEASE

IN FAVOUR OF

Herein called the "Owner"

WHEREAS the Owner entered into certain obligations in favour of The Corporation of the Township of Wellington North under an Agreement registered against the lands hereinafter described as Instrument No. _____.

AND WHEREAS the Owner has satisfied and fulfilled all of those obligations.

NOW THEREFORE The Corporation of the Township of Wellington North releases the Owner from the obligations contained in the said Agreement, with the exception of the lot grading provisions in Section 6.11 and certifies that all other provisions of the Agreement are no longer binding with respect to the said lands. The lands released hereby, subject to Section 6.11, are:

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Township of Wellington North (_____), County of Wellington and being composed of Lot _____, Registered Plan _____.

DATED this _____ day of _____, 202__.

Clerk

SCHEDULE "H" OF THE DEVELOPMENT AGREEMENT**SEAWAVES HOMES LTD. – 204 Gordon Street Development, Arthur, Ontario****SECTION 10 - SPECIAL PROVISIONS AND EXCEPTIONS**

In the event that there is any conflict between the provisions of this Schedule and the main agreement of which it forms a part or any other schedule thereto, the most onerous requirement of the Developer for the protection and enhancement of the public interest shall prevail unless the provision herein is expressly identified as an exception.

The following special provisions apply to this Agreement:

1. Maintenance of the storm water management facility and related infrastructure
 - (a) The Developer is responsible to ensure that the on-site storm water management facility and all related storm water quality/quantity appurtenances shall be maintained during all phases of the development and as such may require maintenance upon the completion of each phase.
 - (b) Grass maintenance shall include a cutting schedule which incorporates at a minimum weekly grass cutting between the months of May to July and biweekly grass cutting between the months of August to October. Frequency of grass cutting may be altered due to the seasonal rainfall events or droughts, or as determined by the Township.
2. The Owner agrees that all of the services, works, facilities and matters required under this Agreement located on the lands shall be maintained for the life of the proposed development covered by the Site Plan at the Owner's cost and expense, including the buried stormwater management works, private fire hydrant, and perimeter board fence, and the Owner shall give the Township and its agents reasonable access on reasonable notice to the lands for the purpose of verification of compliance with the terms of this Agreement.
3. The Owner agrees the onsite private fire hydrant, as shown in the site plan, is to be inspected and maintained to ensure they operate as per the fire hydrant design requirements. The onsite private fire hydrant is to be annually inspected by a person duly licenced to perform that function and shall maintain written records including date and time when inspection was completed, corrective measures, and list of what maintenance work was completed. The written records shall be retained at the building premises for examination by the Township's Chief Fire Official upon request. The annual fire hydrant inspection and maintenance work has been duly performed and completed and is to the satisfaction to the current Building Code.
4. Fence and Retaining Wall
 - (a) All fence(s) and retaining wall(s) that are built along a shared property line with Municipal Lands shall be owned and maintained for life by the Developer, and each subsequent Owner within the approved Plan. The Developer, and each subsequent Owner within the approved Plan is responsible for the repair and maintenance including all cost for any maintenance to said fence(s) and retaining wall(s). The Township is not responsible for any future shared cost.
5. Canada Post (Mailboxes)
 - (a) The Developer shall include in all agreements of purchase and sale a statement that advises the prospective purchaser that mail will be delivered via community mailbox. The Developer shall notify the purchasers of the exact community mailbox locations prior to the closing of any sale, and notify affected purchasers of any easements granted to Canada Post to permit access to the community mailbox.

DEVELOPMENT AGREEMENT
SEAWAVES HOMES LTD.

- (b) Prior to final approval of the Plan, the Developer shall consult with Canada Post Corporation and the Township to determine suitable location(s) for the placement of community mailboxes, and will indicate on the appropriate servicing plans:
- i. the location of community mailboxes;
 - ii. an appropriately sized section of concrete pad as per municipal standards upon which to plan the community mailbox;
 - iii. any required walkways across the boulevard, as per Township requirements; and,
 - iv. any required curb depressions for wheelchair access to the satisfaction of the Township and Canada Post Corporation.
 - v. The Developer shall provide suitable temporary community mailbox location(s) to be utilized by Canada Post Corporation until the curbs, sidewalks, and final grading have been completed at the permanent community mailbox location(s).
- (c) The Developer shall provide suitable temporary community mailbox location(s) to be utilized by Canada Post Corporation until the curbs, sidewalks, and final grading have been completed at the permanent community mailbox location(s).

6. Emergency Telecommunication Services

- (a) Prior to final approval, the Developer shall provide written confirmation from an authorized service provider that communication/telecommunication facilities will be provided within the proposed development to enable, at a minimum, the delivery of communication/telecommunication services for emergency management services (i.e. 9-1-1 Emergency) in accordance with CRTC requirements.

7. Composite Utility Plan

- (a) A Composite Utility Plan for the external works along Gordon Street and internal servicing shall be provided for review and approval prior to start of construction to ensure sufficient utility servicing is provided and to avoid infrastructure conflict. Utilities to be installed in a Joint Utility Trench including a cross-section detail. JUT is to be placed at 3.65m offset from property line and gas main to be placed at 0.6m offset from property line as per Township Standard Drawings R1 & R2.

SCHEDULE "I" OF THE DEVELOPMENT AGREEMENT**SEAWAVES HOMES LTD. – 204 Gordon Street Development, Arthur, Ontario****COVENANTS AND RESTRICTIONS**

The following covenants and restrictions shall be placed in every contract for the sale of part of the lands and shall be registered against the title to every lot or block forming a part of the lands:

- 1) The purchaser/transferee covenants and agrees that the surface grading and drainage including all swales for the within described land shall at all times conform to the Approved Grading Plan for the Lands referred to in the Development Agreement with the municipality which controlled the development of the Lands and shall not be altered without the written approval of the municipality.
- 2) The purchaser/transferee covenants and agrees under no circumstances shall roof water, surface water or ground water drains be connected to the municipal sanitary sewer system.
- 3) The purchaser/transferee acknowledges and agrees that a storm sewer service shall be extended from the street line to the top of foundation elevation and that sump pumps shall be connected to the storm sewer service at the top of foundation in accordance with applicable municipal servicing standards, and further, that no gravity connection shall be made to the service. All sump pumps shall be installed with backflow preventers or check valves to the satisfaction of the Chief Building Official.
- 4) The purchaser/transferee covenants and agrees to comply with the requirements of the Township's sewer use by-law in effect from time to time.
- 5) The purchaser/transferee covenants and agrees that no dumping of any material (including snow, grass cuttings, yard waste, construction waste, and debris) is permitted on vacant lots, public property or on adjacent lands.
- 6) The purchaser/transferee covenants that the maintenance of any fence or retaining walls constructed within the development is the responsibility of the property owners.
- 7) That the Developer shall insert in all agreements of purchase and sale or lease for each dwelling in the development:
 - a. "The lands adjacent to the development are being utilized for normal agricultural operations that may result in noise, dust, odour and other potential nuisances associated with agricultural uses. These normal farm practices may occasionally affect the living environment of residents in close proximity to agricultural operations."
 - b. "The lands adjacent or near your property are subject to further development. Typical noise, dust and disruption associated with construction should be anticipated."
 - c. "In order to limit liability, public school busses operated by the Service de transport de Wellington-Dufferin Student Transportation Services (STWDSTS), or its assigns or successors, will not travel on privately owned or maintained right-of-ways to pick up students, and potential bussing students will be required to meet the bus at a congregated bus pick-up point."
 - d. "Purchasers/transferee are advised that all fence(s) that are built along a shared property line with the Township shall be owned and maintained for life by the Owner of Lots or Blocks within the Plan. The Owner of Lots or Blocks within the Plan is responsible for the repair and maintenance including all cost for any maintenance to said fence(s). The Township is not responsible for any future shared cost."

SCHEDULE "J" OF THE DEVELOPMENT AGEEMENT

STATUTORY DECLARATION RE PAYMENT OF ACCOUNTS

DOMINION OF CANADA (IN THE MATTER of a contract, known as Development Agreement (entered into between (**The Township of Wellington North**), the Municipality, (AND (, the Owner, (dated _____, 202_ (for the servicing of _____ (_____ (in _____, Ontario.

TO WIT:
I, _____ of _____ in the Province of _____, do solemnly declare:

- 1. That I am _____ of the (President, Secretary, Treasurer, a Partner, etc.) Owner named in the Agreement above-mentioned and as such have personal knowledge of the facts hereunder declared.
- 2. That the said Owner has complied with the terms of the Construction Act, R.S.O. 1990, and amendments thereto.
- 3. That with the exception of accounts listed below, all liabilities (including payment due to all staff, contractors, suppliers, Workers' Compensation Board, insurance companies) incurred by the said Owner arising out of work performed, have been discharged.

Name & Address of Creditor	Service Rendered	Amount Outstanding	Total
(If there are no accounts, enter "NONE" above)			

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of "The Canada Evidence Act".

DECLARED before me at the _____)
_____ Of _____)
in the County of _____)
this _____ day of _____)
A.D. 202__)

_____)
A Commissioner, etc. or Notary Public

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

BY-LAW NUMBER 050-23

**BEING A BY-LAW TO EXTEND BY-LAW NUMBER 122-21 BEING
A BY-LAW FOR COMPLIANCE SERVICES WITH THE CITY OF
GUELPH**

WHEREAS it is deemed expedient to enter into an extension Agreement with the Corporation of the City of Guelph for by-law compliance services

***NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH*** enacts as follows:

1. **THAT** The Corporation shall enter into an Extension Agreement with the Corporation of the City of Guelph in the form, or substantially the same form as the draft Agreement attached hereto as Schedule 1.
2. **THAT** the Mayor and the Clerk of the Corporation are hereby authorized and directed to sign the By-law to enter into the Extension Agreement on behalf of the Corporation

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 19th DAY OF JUNE, 2023.**

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

EXTENSION AGREEMENT

This extension agreement is made on this 14th day of June 2023

between

THE CORPORATION OF THE CITY OF GUELPH
(the "City")

and

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
(the "Township").

WHEREAS:

A. the City and the Township entered into a By-law Compliance Services Agreement for a pilot project whereby the City agreed to provide by-law compliance services to the Township commencing January 1, 2022, and extended by agreement dated November 21, 2022 to June 30 2023 (collectively "By-law Compliance Services Agreement");

B. the City and the Township have agreed to extend the term of the By-law Compliance Service Agreement to December 31, 2023;

NOW THEREFORE, in consideration of the mutual terms and conditions of this extension agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Township agree as follows:

Extension

1. Notwithstanding anything contained in the By-law Compliance Services Agreement, the Parties hereby extend the end date of the term of the By-law Compliance Agreement to December 31, 2023.

General

2. Except as expressly amended, modified or supplemented hereby, the provisions of the By-law Compliance Services Agreement are and shall remain in full force and effect and shall be read with this extension agreement, *mutatis mutandis*. Where the terms of this extension agreement are inconsistent with the terms of the By-law Compliance Services Agreement (prior to its amendment hereby), the terms of this extension agreement shall govern to the extent of such inconsistency.
3. If any provision of this extension agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability attaches only to such provision and everything else in this extension agreement continues in full force and effect.
4. This extension agreement is governed by and will be construed in accordance with the laws of Ontario and the federal law of Canada applicable therein.
5. The recitals shall form part of this extension agreement.
6. Capitalized terms used but not otherwise defined shall have meaning given to them in the By-law Compliance Services Agreement.
7. This extension agreement may be executed in counterpart in writing or by electronic signature and delivered by mail, facsimile or other electronic means including Portable Document Format (PDF), no one copy of which need be executed by all of the parties, and all such counterparts together constitute one extension agreement and shall be valid and binding extension agreement among the parties hereto.

8. This extension agreement shall become effective as of the date the last party signs this extension agreement.

IN WITNESS WHEREOF, this extension agreement has been duly executed by the City and the Township on the date set out herein.

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

Per:

Name:
Title:

Date:

Per:

Name:
Title:

Date:

I/We have authority to bind the Corporation

THE CORPORATION OF THE CITY OF GUELPH

Per:

Name: Colleen Clack-Bush
Title: Deputy CAO, Public Services

Date:

I have authority to bind the Corporation



Preserving, promoting, and developing Wellington North's unique cultural resources to build a vibrant community and a prosperous economy.

CULTURAL MOMENT FOR JUNE 19TH CELEBRATES, WILLIAM G GORVETT

Mr. William Gorvett was born in Devonshire England and came to Canada in 1854, settling in Markham, Ontario. One of his sons, William G. Gorvett, was born there on December 11, 1861. He farmed in Arthur Township for 3 years around 1880 and then moved to Arthur Village, becoming a carpenter and was in the building business. He married Elizabeth A. Leith on April 19, 1883.



William G Gorvett

In 1890, he purchased the first planing mill erected in Arthur Village, on Frederick Street West. He sold the business 4 years later but then repurchased it and ran it successfully.

Mr. Gorvett was elected to the council in 1897, and then served for another 3 terms. In 1905, he was elected as Reeve of the Village.

On July 14, 1921, the Enterprise News reported that shortly before 5 p.m., the mill was struck by lightning. The lightning seemed to have struck the hydro electric wires and followed them into the mill building, which was soon enveloped in flames. The damage was estimated at \$12,000 to \$15,000 but Mr. Gorvett had no insurance. In 1905, this mill's predecessor and a large quantity of lumber were destroyed by fire as well, but he replaced them at that time. This time, he was of the opinion that he would not rebuild the mill. As the mill was one of the town's best industries and drew a large business from neighbouring towns, it was a decided loss to Arthur.

William had multi-interests such as building outside of his planing mill, was more or less interested in real estate, and owned a lumber yard in connection with the mill. He was a self-made man and owed his successes to his own efforts. The community considered him a first-class businessman and he was prominent both socially and commercially.



Gorvetts Lumber and Planing Mill. Mr. G. on right

His brother John also settled in the Arthur area and became a successful farmer with mixed farming on Lot 24, Concession 1.

Submitted by Councillor Penny Renken on behalf of the Wellington North Cultural Roundtable

Resources: Historical Atlas of Wellington County 1906 and Arthur & Area Historical Society

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

BY-LAW NUMBER 051-23

**BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE
COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF
WELLINGTON NORTH AT ITS REGULAR MEETING HELD ON JUNE
19, 2023**

WHEREAS Section 5 of the Municipal Act, S.O. 2001 c.25 (hereinafter called "the Act") provides that the powers of a Municipal Corporation shall be exercised by its Council;

AND WHEREAS Section 5(3) of the Act states, a municipal power, including a municipality's capacity, rights, powers and privileges under Section 9, shall be exercised by by-law, unless the municipality is specifically authorized to do otherwise;

NOW THEREFORE the Council of The Corporation of the Township of Wellington North hereby **ENACTS AS FOLLOWS:**

1. The action of the Council of the Corporation of the Township of Wellington North taken at its meeting held on June 19, 2023 in respect of each motion and resolution passed and other action taken by the Council of the Corporation of the Township of Wellington North at its meeting, is hereby adopted and confirmed as if all such proceedings were expressly embodied in this By-law.
2. That the Mayor and the proper officials of the Corporation of the Township of Wellington North are hereby authorized and directed to do all things necessary to give effect to the action of the Council of the Corporation of the Township of Wellington North referred to in the proceeding 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 of the Township of Wellington North.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 19TH DAY OF JUNE, 2023.**

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK