

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
AGENDA OF SPECIAL COUNCIL MEETING – JULY 4, 2023 AT 2:00 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/83745392020>

Or join by phone:

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

Webinar ID: 837 4539 2020

CALLING TO ORDER
ADOPTION OF THE AGENDA
Recommendation: THAT the Agenda for the July 4, 2023 Special Meeting of Council be accepted and passed.
DISCLOSURE OF PECUNIARY INTEREST
DEPUTATIONS
Crombie Property Holdings Limited (Sobey)
ITEMS FOR CONSIDERATION
1. BUILDING
a. Report CBO 2023-09 – Development Agreement – Crombie Property Holdings Limited
Recommendation: THAT the Council of the Corporation of the Township of Wellington North receive Report CBO 2023-09 being a report on a development agreement for Crombie Property Holdings Limited
AND FURTHER THAT the 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

BY-LAWS
a. By-law Number 052-2023 being a by-law to authorize the execution of a Development Agreement with Crombie Property Holdings Limited
Recommendation: THAT By-law Number 052-2023 be read a First, Second and Third time and enacted.
CONFIRMING BY-LAW
Recommendation: THAT By-law Number 053-2023 being a By-law to Confirm the Proceedings of the Council of the Corporation of the Township of Wellington North at its Special Meeting held on July 4, 2023 be read a First, Second and Third time and enacted.
ADJOURNMENT
Recommendation: THAT the Special Council meeting of July 4, 2023 be adjourned at __:__ p.m.



Staff Report

To: Mayor and Members of Council, Meeting of July 4, 2023
From: Darren Jones, Chief Building Official
Subject: CBO 2023-09 – Development Agreement – Crombie Property Holdings Limited

RECOMMENDATION

THAT the Council of the Corporation of the Township of Wellington North receive Report CBO 2023-09 being a report on a development agreement for Crombie Property Holdings Limited

AND FURTHER THAT the 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

PREVIOUS PERTINENT REPORTS/BY-LAWS/RESOLUTIONS

1. DC 2023-021 Site Plan Agreement Sobeys PH 2
2. DC 2022-002 Site Plan Agreement Sobeys Developments Limited Partnership
3. Planning Report - November 17, 2021 - Zoning By-law Amendment - Sobeys (ZBA 10/21) 437-445, 503 & 515 Main St, Mount Forest, Township of Wellington North Final Recommendation Report

BACKGROUND

Subject Lands

The property is within the urban boundary of the Town of Mount Forest and municipally known as 437-445, 505 and 515 Main St N. The land holdings are approximately 7.25 acres with the Beer Store and Peavey Mart located on the lands.

Proposal

Crombie Property Holdings Limited propose to construct a 20,000 square foot Food Land grocery store and drive-thru restaurant with associated parking, servicing and stormwater management the subject lands.

Zoning - Holding (H) Provision

On November 22, 2021, Council approved the zoning of the lands to permit the proposal with the following Holding (H) Provisions:

Notwithstanding any other provisions of this By-law, where the Holding (H) Provision is in place on the property, permitted uses and buildings are limited to those legally existing as of the date of the passing of this amendment until the Holding (H) Provision is removed by

Council. The Holding provision may be removed when Council is satisfied that the following matters have been addressed:

- i. Municipal water and sewage servicing is or will be made available to the property sufficient for the proposed phase of the development;
- ii. Stormwater management issues have been adequately addressed, including the securement of a drainage outlet for the property;
- iii. Site Plan Approval has been obtained for the proposed phase of the development and the necessary site plan and/or development agreement(s) have been entered into with the Township;
- iv. An entrance design including any proposed intersection and road improvements has been provided to the satisfaction of the Township.

Items i, ii, and iii have been addressed through the Site Plan Agreement dated May 26, 2023. The attached Development Agreement once signed will address iv.

2023 Budget

In anticipation of this development Council allocated \$525,500.00 its capital program as the Townships contribution towards the installation of a signalized intersection at Main St N and Mount Forest Dr. \$123,000.00 to be collected from Canadian Tire and \$402,500.00 of Township Funds.

The owner provided a total cost estimate to construct the intersection of \$928,000.00. In 2016 Canadian Tire pledged \$123,000.00 towards upgrades on Mount Forest Drive. To come up with the proposed Township contribution we subtracted the Canadian Tire contribution from the total and divided the remainder in half.

The owner has awarded the project to Alfred Fach at a cost of \$1,334,769.44 and is proposing that Council increase the Townships contribution by \$203,384.72 based on the same formula. \$123,000.00 to be collected from Canadian Tire, \$605,884.72 of Township Funds and \$605,884.72 of Crombie Property Holdings Limited funds.

Decision

As an alternative to the recommendation in this report Council may consider passing the following resolution:

THAT the Council of the Corporation of the Township of Wellington North receive Report CBO 2023-09 being a report on a development agreement for Crombie Property Holdings Limited

AND FURTHER THAT the Council authorise 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 as amended to reflect the awarded cost of the intersection of \$1,334,769.44 with the Townships contribution being \$728,884.72.

FINANCIAL CONSIDERATIONS

- i. Council has provided for the following in the 2023 Budget: \$123,000 to be collected from Canadian Tire and \$402,500.00 of Township funds to support this project.
- ii. If Council proceeds with an amount greater than the budgeted amount the overage will be reflected in the Budget Overview Interim Report anticipated this summer.

ATTACHMENTS

- i. Draft Development Agreement between the Corporation of the Township of Wellington North and Crombie Property Holdings Limited.

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

DEVELOPMENT AGREEMENT

THIS AGREEMENT dated the _____ day of _____ 2023

BETWEEN:

CROMBIE PROPERTY HOLDINGS LIMITED

(the "**Owner**")

- and -

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

(the "**Township**")

WHEREAS the Owner is the registered owner of certain lands described in Schedule "A" attached hereto (the "**Lands**")

AND WHEREAS the Township passed By-Law No. 108-21 (the "**Zoning By-Law Amendment**"), being a By-Law to amend Zoning By-law No.66-01 to permit the Lands to be developed and used as a retail food store (the "**Application**");

AND WHEREAS the Zoning By-Law Amendment applied holding provisions to the Lands until, *inter alia*, an entrance design including any proposed intersection and road improvement has been provided to the satisfaction of the Township and the necessary development agreement(s) have been entered into with the Township (the "**Holding Provision**");

AND WHEREAS the Township and the Owner agreed to enter into a future development agreement as part of Phase Two of the development of the Lands with respect to the installation of certain external municipal services and the sharing of the costs of that work, in particular the signalization of the intersection adjacent to the Lands of Highway No. 6 and Mount Forest Drive, Mount Forest (the "**Signalization**");

AND WHEREAS the Owner and the Township have agreed to set out and to be bound by the terms and conditions contained in this Agreement to address unresolved issues arising from the Signalization;

AND WHEREAS the Owner and Wellington North Power will enter into a Development Agreement.

NOW THEREFORE in consideration of the sum of TWO DOLLARS (\$2.00) now paid by each party to the other, and for other good and valuable consideration, the receipt and sufficiency of which is hereby irrevocably acknowledged, the parties hereto hereby agree as follows:

PART I
GENERAL TERMS AND CONDITIONS

1. Subject Lands

The Lands affected by this Agreement are those as described in Schedule "A" hereto.

2. Scope of Agreement

This Agreement shall define certain obligations and duties of the Owner with respect to the lifting of the Holding Provision and, without limiting the generality of the foregoing, shall include the installation, construction, repair and maintenance obligations (which repair and maintenance obligation shall be limited to the 2-Year Period defined herein) of the Owner pertaining to the Signalization and such other matters as are more specifically set out herein, including attached Schedules "B", "C" and "D" (the "**Works**").

3. Schedules

The following Schedules are attached hereto and forms part of this Agreement:

SCHEDULE "A" being a description of the subject lands affected by this Agreement.

SCHEDULE "B" being a list of drawings and specifications.

SCHEDULE "C" being site specific requirements

SCHEDULE "D" being the estimated costs of Works to be constructed.

SCHEDULE "E" being the application for reduction of Security.

SCHEDULE "F" being the Statutory Declaration Re Payment of Accounts.

PART II
FINANCIAL TERMS

4. Security

- (a) In order to guarantee compliance with all conditions contained herein the Owner covenants and agrees to provide to the Township, upon execution of this Agreement, a deposit of cash, certified cheque, or letter of credit (the "**Deposit**") in the amount of fifty (50) percent of the estimated cost of the Works, as determined by the Township acting reasonably. A letter of credit shall be in a form approved by the Township acting reasonably, and sufficiently guaranteeing the satisfactory completion of the Works on Township property described in or contemplated by this Agreement and further guaranteeing the workmanship and materials and the repair of all damage to works or facilities required by this Agreement for a period of two (2) years from the date that such Works are constructed and achieve substantial completion, and receive written approval from the Township Engineer, such approval not to be unreasonably withheld, delayed or conditioned. The Deposit must further guarantee payment to the Township of all inspection or other costs that the Township may incur as a result of this Agreement. When the work is completed to the satisfaction of the Township Engineer, the Deposit may be

reduced to an amount equal to Ten percent (10%) of the original amount determined by the Township Engineer for each phase and shall not be further reduced until the Township Engineer has approved the works at the end of the said two (2) year period. The Owner covenants and agrees that such letter of credit shall be kept in full force and effect and that it shall pay all premiums as the letter of credit becomes due or until such time as the Township returns the letter of credit. The Deposit shall be held by the Township as security in accordance with this Agreement provided that no interest shall be payable on the Deposit.

- (b) The Owner hereby acknowledges and agrees that should there be a deficiency in or failure to carry out any Works required by any clause of this Agreement, whether or not such Works is specifically secured by way of the Deposit, and the Owner fails to comply, within thirty (30) days written notice, with a direction to carry out such Works, the Township may draw on the Deposit and enter onto the Lands and complete all outstanding Works, and pay all reasonable costs and expenses incurred thereby from the proceeds so drawn.
- (c) The Owner hereby acknowledges and agrees that the Township reserves the right to draw on and use the Deposit to complete any Works required to be done by the Owner pursuant to this Agreement. The Owner further acknowledges and agrees that, notwithstanding subclause 4(e) to this Agreement, in the event that the Township determines that any reduction in the Deposit will create a shortfall with respect to securing the completion of any Works remaining to be carried out by the Owner pursuant to this Agreement, the Township will not be obligated to reduce the Deposit until such time as such Works are satisfactorily completed or the Township has sufficient security to ensure that such Works will be completed.
- (d) The Owner acknowledges that upon the transfer of ownership of any of the Lands, the Township will not return any part of the Deposit until the new owner provides substitute security in the required amounts acceptable to the Township.
- (e) A Deposit may be reduced upon the completion of the installation of the Works, as approved by the Township's Engineers, but is not to be reduced to less than Ten Per Cent (10%) of the total estimated cost of the Works or thirty thousand dollars (\$30,000) whichever is greater, until Final Acceptance of the Works by the Township. Any portion of the Deposit remaining shall be released by the Township following Final Acceptance of the Works by the Township.
- (f) An application for the reduction of the Deposit with the Township is to occur in conjunction with Preliminary Acceptance of the Works with the first reduction occurring with the Preliminary Acceptance.
- (g) To obtain a reduction in Deposit the Owner shall file with the Township Engineer a written application in accordance with Schedule "E" attached hereto.

- (h) The application shall include written certification from the Owner's Engineer:
 - i. describing the Works constructed as at the date of the application and a calculation of the cost thereof;
 - ii. confirming that the Works have been installed by the Owner with full time supervision of the Owner's Engineer and in accordance with the requirements of this Agreement and schedules hereto; and
 - iii. describing the Works remaining to be completed as at the date of the application and a calculation of the estimated cost thereof.
- (i) The value of the reduction shall be determined by the Township Engineer who shall give a certificate to the Township and the Owner confirming the amount of the reduction of the Deposit and the amount of the Deposit remaining as security with the Township.
- (j) Statutory Declaration Re Payment of Accounts from both the Owner and the Owner's constructor is to be completed, signed and sealed on the form provided in Schedule "F".
- (k) Subject to any outstanding deficiencies or contingencies, the Township throughout the maintenance period 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" or thirty thousand dollars (\$30,000.00).
- (l) The Owner acknowledges that the Municipality reserves the right to utilize and cash any letters of credit for purposes other than the purpose for which the letters of credit are provided, if there is a default in any works commenced under any clause(s) or in any payments required under this Agreement.

PART III

MUNICIPAL WORKS AND SERVICES

5. Municipal Services

- (a) The Owner covenants and agrees to employ engineers registered with Professional Engineers Ontario to prepare the design, tender, construct, field layout, install and supervise all municipal works, services and facilities involved in such street intersection improvements, roads, sidewalks, storm sewers, street lighting and related improvements as are required for the Signalization as specifically set out in Schedules "B", "C" and "D". All such Works shall be in general conformity with the drawings and specifications set out in Schedules "B", "C" and "D", but shall be subject to, and may vary in accordance with, the input of, and final approval(s) from, His Majesty the King in right of the Province of Ontario, as represented by the Minister of

Transportation (the “**MTO**”).

- (b) The Owner acknowledges that the Lands together with the Township of Wellington North, each derive a direct benefit from the provision, construction and installation of the aforementioned Works, and that the development proposed hereunder could not be accommodated without the existence of such public works, services and facilities. The Owner covenants and agrees to provide, construct and install the Works to the standards and specifications required by the Township as specifically outlined in this Agreement, under the direction and supervisions of the Owner’s Engineer who will certify completion of the Works to the reasonable satisfaction of the Township.
- (c) All drawings are to be to the satisfaction of the Township, Township Consulting Engineer and the MTO.
- (d) The Owner agrees to obtain the necessary approvals and permits in conjunction with the Township, the MTO, Wellington North Power, and other authorities having jurisdiction.
- (e) The Owner 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 with respect to the Works specifically set out in this Agreement, but not the ongoing operational expenses.
- (f) The Owner covenants and agrees to make all necessary arrangements and to be solely responsible for the costs of removing and relocating any existing municipal, utility or public services requiring relocation in the course of, or in connection with, the construction, installation or provision of the Works.
- (g) The Owner shall covenants and agrees to 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 construction 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 as a result of the Works specifically set out in this Agreement;
- (h) The Owner covenants and agrees to construct and install all the Works to the reasonable satisfaction of the Township, and the satisfaction of the MTO, in accordance with all municipal and MTO specifications and in a good and workmanlike manner. The Owner guarantees the workmanship and materials for the construction and installation of the Works and to maintain same free of defects for a period of two (2) years from the date of certification of substantial completion (the “2-Year Period”). The Owner covenants and agrees that during the 2-Year Period it will promptly and

properly repair all defects in the Works to the complete reasonable satisfaction of the Township and the MTO.

- (i) The Owner covenants and agrees to file copies of all contracts and change orders with the MTO and Township's Engineers, to provide work schedules for the MTO and Township's Engineers approval, such approval not to be unreasonably withheld, delayed or conditioned by the Township or the Township Engineer, before any work commences, and to carry out all work in accordance with the submitted contracts, change orders, and approved work schedules.
- (j) The Owner covenants and agrees that the Works shall be constructed and installed under the full time supervision of the Owner's consulting engineers in a manner reasonably satisfactory to the Township's Engineers, and a manner satisfactory to the MTO.
- (k) The Owner covenants and agrees that the Owner's agreements or contracts with their consulting engineers shall include design and full time supervision, and shall provide that the MTO and Township's Engineers or their respective representatives may personally review the installation of the Works and shall have the power to stop work in the event that, in their opinion, the Works are being performed in a manner that may result in an installation of the Works that would not be reasonably satisfactory to the Township, or satisfactory to the MTO.
- (l) The Owner covenants and agrees that the MTO and Township's Engineers may conduct, at the reasonable expense of the Owner, any tests that the MTO or Township's Engineers reasonably consider necessary to satisfy themselves as to the proper installation of the Works.
- (m) The Owner covenants and agrees to correct any deficiencies noted by the MTO or Township's Engineers as soon thereafter as is practicable.
- (n) The Owner covenants and agrees that all drawings and specifications, and any amendments made thereto, shall be approved by the Township and MTO, such approval not to be unreasonably withheld, delayed or conditioned by the Township, before the construction of the Works.
- (o) That all drawings and specifications shall carry the seal of, and be signed by, the professional engineer who is responsible for the drawings.
- (p) Intentionally Deleted; and
- (q) The Owner covenants and agrees, for the 2-Year Period, to indemnify and save harmless the Township and its servants, agents, employees, and consultants from all actions, causes of action, suits, claims, and demands whatsoever which may arise directly or indirectly by reason of the design, construction, installation, operation, maintenance or existence of any of the Works, save and except for any actions, causes of action, suits, claims, or

demands that arise in whole or in part by reason of the negligence or willful acts or omissions of the Township, its servants, agents, employees, or consultants or those for whom any of them are responsible at law.

For greater certainty, the Owner acknowledges and agrees that the Works shall be designed, inspected, and constructed at the Owner's sole cost subject to Section 8 below. The cost of the Works to be funded by the Owner shall include, without limitation, the construction costs, engineering costs, all applicable taxes, and the Township's costs, subject to cost sharing with the Township as set out in section 8 of this Agreement.

6. Municipal Standards

The Owner covenants and agrees:

- (a) to verify the location of all existing and proposed utilities located within the streets, road, highways and rights-of-way. The Owner will be required to pay all costs associated with the installation of and any relocation of gas, hydro-electric, telecommunications or any other utilities as may be required in accordance with the Works and approved drawings set out in this Agreement.
- (b) to employ a Professional Engineer to design, tender, construct, install, supervise and certify the Works in accordance with all applicable municipal by-laws, laws, regulations, and requirements of governmental or other public authorities having jurisdiction at any time and from time to time in force in constructing and installing the Works (collectively, "**Applicable Law**"), including, without limitation, all applicable standards of the MTO.
- (c) to do, cause to be done, or refrain from doing any act or thing as reasonably directed by the Township if at any time the Township considers any situation or condition is unsafe, damaging to the environment, or contrary to Applicable Law, failing which, upon seven (7) days' written notice by prepaid registered mail to the Owner at the address specified in Section 16, the Township may, if the Owner has not remedied or attempted to remedy the issue addressed in the notice, but is not obligated to, take any action to remedy the situation or condition at the Owner's expense and in this regard the Township shall be entitled to draw upon the Deposit. In the event that the Deposit is not sufficient to cover such costs, the Owner shall pay the deficit upon demand by the Township and the deficit shall be a charge upon the Lands until paid, save for any lands which shall now or hereafter be deeded or dedicated to the Township or any other public authority.

7. Traffic Plan

The Owner shall prepare and implement a construction traffic access and traffic control plan in accordance with the current Ontario Traffic Manual Book 7: Temporary Conditions Field Edition for construction of the Works to the satisfaction of the MTO and Township's Engineers. Any costs related to the implementation of such a plan, including, without limitation, the installation and maintenance of construction information and detour signage, required with respect to the Works, specifically set out in this Agreement, shall

be borne by the Owner. All repair of damage or maintenance required to surrounding highways shall be at the Owner's sole cost.

8. Municipal Share of Cost

The Township covenants and agrees that it shall reimburse the Owner for a limited portion of the cost of the Works, which portion shall be determined and be payable as follows:

- (a) the Township shall reimburse the Owner for 100% of the cost of the Works up to a maximum of \$123,000.00 within 30 days of presentation to the Township by the Owner of a Proper Invoice, as defined in the *Construction Act*, R.S.O. 1990, c. C.30, from the Owner's contractor setting out the work performed, together with confirmation that it has been paid by the Owner in the form of the Statutory Declaration re: Payment attached as Schedule "F";
- (b) the Township shall reimburse the Owner for 50% of the amount by which the cost of the Works exceeds \$123,000, up to a maximum contribution by the Township under this subsection of \$402,500.00, within 30 days of presentation to the Township by the Owner of a Proper Invoice, as defined in the *Construction Act*, R.S.O. 1990, c. C.30, from the Owner's contractor setting out the work performed, together with confirmation that it has been paid by the Owner in the form of the Statutory Declaration re: Payment attached as Schedule "F"; and,
- (c) the Owner shall be responsible for 100% of the amount, if any, by which the total cost of the Works exceeds \$928,000, inclusive of harmonized sales tax and in no event shall the Township's share of the total cost of the Works exceed the all-inclusive sum of \$525,500.00 (being the sum of the maximum amount under Subsection (a) and the maximum amount under Subsection (b)).

9. Preliminary Acceptance of Works

The Township may grant Preliminary Acceptance of the Works upon:

- (a) sixty (60) days having passed since the publication of a certificate of substantial performance in accordance with section 32 of the *Construction Act* in respect of the contract between the Owner and its contractor for the Works;
- (b) the Township's Engineers having given approval of the written certification to be provided by the Owner's professional engineers that the Works have been constructed and installed in accordance with the approved drawings and specifications and this Agreement;
- (c) the Owner has paid all monies then payable by it to the Township, if applicable; and,
- (d) from which point the Owner shall guarantee the Works for a period of not less than two (2) years, which guarantee shall remain in effect until Final

Acceptance of the Works has been granted by the Township.

10. Final Acceptance of Works

The Township may grant Final Acceptance of the Works at a date at least two (2) years after the date of Preliminary Acceptance, provided that the Owner has paid all monies payable by it to the Township, if applicable, and the MTO and Township's Engineers:

- (a) are satisfied the Works have been completely installed;
- (b) are satisfied that no repairs or maintenance work on the Works remains to be completed;
- (c) are satisfied that any standard iron bars or other monuments which were disturbed in the course of the construction or installation of the Works have been restored at the expense of the Owner and that a certificate from an Ontario Land Surveyor has been provided to confirm that all such monumentation has been located and, where necessary, replaced;
- (d) have approved the formal certification from the Owner's professional engineers to the Township certifying that the Works have been completely installed in accordance with the approved drawings and specifications and this Agreement; and,
- (e) have received all as-recorded drawings and electronic copies thereof showing the Works as constructed as set out in section 12 of this Agreement.

Upon Final Acceptance, ownership of the Works situated on Township-owned property shall vest in the Township and the Owner shall have no claims or rights thereto.

11. Construction Liens

It is acknowledged and agreed that the Works shall be subject to the provisions of the *Construction Act*. Without limiting the foregoing, the Owner shall holdback in its payments to any contractors, subcontractors, or tradespeople such amounts as may be required under the provisions of the *Construction Act*. The Owner shall take such steps as may be reasonably required by the Township to immediately discharge or vacate any liens arising in relation to the Works, failing which, in addition to any other remedy the Township may have, the Township may, without prior notice to the Owner, draw upon the Deposit for the amount of the claim plus any security for costs as provided for in Section 44 of the *Construction Act*, to vacate any such lien, and the Owner shall be liable for all costs on a full indemnity basis. In the event that the Deposit is not sufficient to cover such costs, the Owner shall pay the deficit upon demand by the Township and the deficit shall be a charge upon the Lands until paid, save for any lands which shall now or hereafter be deeded or dedicated to the Township or any other public authority.

12. As Constructed Drawings

The Owner covenants and agrees to provide the plans and drawings set out under section 41 of the *Planning Act*, R.S.O. 1990, c. P.13, including drawings showing the relationship

of the proposed building(s) to adjacent buildings, streets, and exterior areas to which members of the public have access (the “Plans and Drawings”).

- (a) The Owner further covenants and agrees to maintain all records of construction of the Works and shall prepare and submit “as constructed” drawings following completion of construction of any Works to the Township’s Development Technologist for review in electronic file (PDF) format. Once approved by the Township, the Owner shall submit three (3) bound sets of hard copies of drawings printed on 24” x 36” paper copies as well as electronic copies (AutoCAD Release 2014 or later and Portable Document Format) within six (6) months from the completion of the Works.
- (b) The Owner covenants and agrees to have the Owner’s Engineer prepare and submit to the Township within six (6) months of completion of the Works, an individual Service Record Sheet (SRS) on 8.5” x 11” paper for each property. SRS to be submitted to the Township’s Development Technologist for review, until approved, 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 and storm sewer. Refer to current Township Municipal Servicing Standards for Service Record Sheets submission requirements and template.
- (c) The Owner’s Engineer shall prepare and submit PHM-125 drawing to the MTO and the Township.

13. Consolidation of Parcels

Intentionally Deleted.

PART V REGISTRATION ON TITLE

14. Registration of Agreement

The Owner hereby consents to this Agreement, together with any schedules thereto, being registered against title to the Lands. The covenants, agreements, conditions and undertakings herein contained on the part of the Owner shall run with the Lands and shall be binding upon it, its successors and assigns as owners and occupiers from time to time and this covenant shall be to the benefit of the Township and its lands and highways appurtenant and adjacent to the Lands.

15. Postponement and Subordination

The Owner covenants and agrees, at its own expense, to obtain and register such documentation from its mortgagees or encumbrancers 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 mortgagee and/or encumbrancers their interest in the Land.

PART VI **ADMINISTRATION**

16. Notice

Unless stated otherwise in this Agreement, all notices required to be given pursuant to this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered by email, by hand, or mailed by prepaid registered mail addressed to the party to whom such notice is intended to be given at the following addresses:

Crombie Property Holdings Limited
Attn: President
610 East River Road, Suite 200
New Glasgow, Nova Scotia
B2H 3S2

or such other address of which the Owner has notified the Township, in writing, and any such notice mailed, delivered or sent by email transmission shall be deemed good and sufficient notice under the terms of this Agreement.

If any notice is required to be given by the Owner to the Township with respect to this Agreement, such notice shall be mailed, delivered or sent by email transmission to:

The Corporation of the Township of Wellington North
Attention: Darren Jones, Chief Building Official
7490 Sideroad 7 W, PO Box 125
Kenilworth, ON N0G 2E0
djones@wellington-north.com

or such other address of which the Township has notified the Owner, in writing, and any such notice mailed, delivered or sent by email transmission shall be deemed good and sufficient notice under the terms of this Agreement.

Any such communication so given or made will be deemed to have been given or made and to have been received on the day of delivery if emailed or delivered, or on the third day following the date of mailing, if delivered by prepaid registered mail, provided that in each case such day is not a Saturday, Sunday, or statutory holiday in the Province of Ontario and the communication is so delivered or sent prior to 5:00 p.m. (Eastern Time) on such day. Otherwise, such communication will be deemed to have been given and made and to have been received on the next following day that is not a Saturday, Sunday, or statutory holiday in the Province of Ontario.

PART VII
MISCELLANEOUS

17. Recitals

The Parties acknowledge and declare that the recitals constitute part of this Agreement and are true in substance and fact.

18. Headings

The division of this Agreement into sections are for convenience of reference only and do not affect the constitution or interpretation hereof.

19. Non-Assignment

This Agreement may not be sold, assigned, transferred, mortgaged, or encumbered in whole or part by the Owner without the prior written consent of the Township, which consent may not be unreasonably withheld by the Township.

20. Enurement

This Agreement and everything herein contained shall enure to the benefit of and be binding upon the parties hereto and their successors and assigns.

21. Insurance

The Owner acknowledged and agrees:

- (a) to take out and keep in force comprehensive general liability insurance, completed operations insurance, and automobile liability insurance, against claims for personal injury, death, or property damage resulting from any accident or occurrence relating to the Works;
- (b) to deliver with this Agreement (if not previously delivered) a certified copy of the policies of insurance or a certificate of insurance setting out the essential terms and conditions of the insurance set out in subclause 21(a), above, the form and content of which shall be satisfactory to the Township's Engineers or their designate, all acting reasonably, naming the Township and its agents, and the MTO as an additional insured;
- (c) that such policies of insurance shall be kept in full force and effect until Final Acceptance of the Works by the Township, which policies of insurance shall contain the following provisions:
 - i. the minimum limit shall be \$5,000,000.00, all inclusive, for property damage and liability;
 - ii. the premium must be paid initially for a period of one year and the policies shall be renewed for further one-year periods until Final

Acceptance of the Works by the Township;

- iv. the policies of insurance shall provide for cross-liability and severability of interest, protecting the Township against claims by the Owner as if they were separately insured and providing that the Township shall be insured notwithstanding any breach of any condition in any of the policies by any other insured; and,
 - v. the policies of insurance shall provide that the insurer shall not cancel or refuse to renew the policies without first giving the Township at least thirty (30) days prior written notice;
- (d) that the issuance of such policies of insurance shall not be construed as relieving the Owner from responsibility for other or larger claims, if any, for which the Owner is or may be liable under this Agreement or at law.
 - (e) If requested by the Township and prior to the commencement of the Works, the Owner's contractor shall forward a Certificate of Insurance evidencing this insurance with the executed Agreement.
 - (f) 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 Owner and that this coverage shall preclude subrogation claims against the Township and will be primary insurance in response to claims.
 - (g) The Township's claims process for Third Party claims is to refer the claimant, including lien claimants, directly to the Owner and to leave the resolution of the claim with the Owner. This applies regardless of whether or not it is an insured loss.

22. Notice of Cancellation of Insurance

If the Township receives notice from the Owner's insurer that it has cancelled or refused to renew a policy of insurance provided for under this Agreement, or that it intends to do so, or if the Township otherwise determines that an insurance policy has lapsed or is about to lapse without renewal or replacement, the Township may, at the sole cost and expense of the Owner, obtain insurance in accordance with this section. In such circumstances, the Township shall be entitled to obtain new insurance or add the necessary insurance coverage to the Township's blanket insurance. The Owner shall forthwith, upon receipt of written notice thereof from the Township, reimburse the Township for the cost of such insurance policy as noted above. In addition, the Township shall, at its sole discretion and option, be entitled to draw upon the Deposit to cover the costs of the insurance policy.

23. Assumption of Owner's Obligations

The Owner covenants and agrees to be bound by the terms and conditions of this Agreement and not to seek a release from the provisions thereof until such time as the

Owner's obligations hereunder have been assumed by its successor, assignee or transferee by way of written agreement satisfactory to the Township, acting reasonably.

24. Extension of Time

Time shall be of the essence of this Agreement. Any time limits specified in this Agreement may be extended with the consent in writing of both the Owner and the Township, but no such extension of time shall operate or be deemed to operate as an extension of any other time limit, and time shall be deemed to remain of the essence of this Agreement notwithstanding any extension of any time limit

25. Termination of Agreement

- (a) If the proposed development governed by this Agreement is not commenced within two (2) years from the date of the execution of this Agreement, the Township may, at its sole option and on sixty (60) days notice to the Owner, declare this Agreement null and void and of no further force or effect.
- (b) Intentionally deleted.
- (c) The refund of any fees, levies or other charges paid by the Owner pursuant to this Agreement shall be in the sole discretion of the Township, but under no circumstances will interest be paid on any refunds.

26. Municipal Permits

To the extent that any permits, licences, or other consents are required from the Township to construct or install the Works, this Agreement shall not be interpreted to limit or bind the exercise of judgment or discretion of the Township's Council, the Township's Chief Building Official, or any other employee or official of the Township.

27. Further Assurances

The parties agree, from time to time and at any time hereafter, to do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, all such further acts, deeds, assurances, or instruments as may be reasonably necessary or desirable for the better carrying out and performance of all of the terms of this Agreement.

28. Non-Waiver

Any failure by the Township to require the performance by the Owner of any obligation under this Agreement shall in no way affect its right thereafter to enforce such obligation, nor shall, unless otherwise agreed to by the Township in writing, the waiver by the Township of the performance of any obligation hereunder be taken or held to be a waiver of the performance of the same or any other obligation hereunder at a later time. The Township specifically reserves its right to enforce this Agreement.

29. Enforceability

Any provision in this Agreement held to be illegal or unenforceable shall be ineffective to the extent of the illegality or unenforceability without invalidating the remaining provisions of this Agreement.

30. No Challenge to Agreement

The parties covenant and agree with each other not to call into question or challenge, directly or indirectly, in any proceeding or action in Court or before any administrative tribunal, the party's right to enter into and enforce this Agreement. The law of contract applies to this Agreement and the parties are entitled to all remedies arising from it, notwithstanding any legislative provision interpreted to the contrary. The parties agree that adequate consideration has flowed from each party to the other and that they are not severable. This provision may be pleaded by either party in any action or proceeding as an estoppel of any denial of such right.

31. No Partnership, etc.

The parties acknowledge and agree that nothing herein contained shall be deemed to create an agency, joint venture, partnership, or similar relationship between the Township and the Owner, and each party expressly disclaims any intention to create such a relationship. It is acknowledged and agreed that neither party shall have the authority to bind the other or to contract in the name of, or create a liability against, the other in any way or for any purpose.

32. Not a Front-Ending Agreement

The Owner acknowledges that this Agreement is not a front-ending agreement as provided for in Part III of the *Development Charges Act, 1997*, and that the Township shall not be obligated to recover any monies from any other or future Benefiting Owners or to pay the same to the Owner as compensation for the provision of the Works. The Owner hereby waives its right to assert or to claim any right against the Township for reimbursement for the costs of the Works except in the form of cost-sharing by the Township as set out in Section 8 of this Agreement.

33. No Fettering of Discretion

Notwithstanding any other provisions of this Agreement, the parties hereto agree with each other that none of the provisions of this Agreement (including a provision stating the parties' intention) is intended to operate, nor shall have the effect of operating, in any way to fetter either the Township Council which authorized the execution of this Agreement or any of its successors councils in the exercise of any of Council's discretionary powers, duties or authorities. The parties hereto further agree that none of the provisions of this Agreement limit, supersede, or fetter the authority of the Township under section 41 of *Planning Act*, R.S.O. 1990, c. P.13. The Owner hereby acknowledges that it will not obtain any advantageous planning, servicing, financial or other consideration or treatment by virtue of it having entered into this Agreement or by virtue of the existence of this Agreement.

34. Assumption of Owner's Obligations

The Owner covenants and agrees to be bound by the terms and conditions of this Agreement and not to seek a release from the provisions thereof until such time as the Owner's obligations hereunder have been assumed by its successor, permitted assignee, or transferee by way of a written agreement satisfactory to the Township, acting reasonably.

35. Enforcement

The Owner acknowledges that the Township, in addition to any other remedy it may have at law, shall also be entitled to enforce this Agreement in accordance with section 446 of the *Municipal Act, 2001*, S.O. 2001, c. 25.

36. Counterparts

This Agreement may be executed in any number of counterparts and by facsimile or other form of electronic transmission reproducing an original, each of which will be deemed to be an original, and such counterparts will constitute one and the same instrument. Alternatively, this Agreement may be executed electronically using DocuSign, or such other technology as may be agreed to by the parties.

37. Governing Law

This Agreement shall be interpreted under and be governed by the laws of the Province of Ontario.

----- Remainder of page left intentionally blank. Signature page to follow.] -----

IN WITNESS WHEREOF the parties hereto have affixed their respective corporate seals attested by the hands of their respective officers duly authorized in that behalf as of the date first written.

SIGNED, SEALED AND)
DELIVERED)

)
)
)
)

CROMBIE PROPERTY HOLDINGS
LIMITED

)
)
)

Fred Santini – General Council

)
)
)

Arie Bitton – EVP Leasing and Operations

)
)
)

I/We have authority to bind the
corporation.

)
)
)

THE CORPORATION OF THE TOWNSHIP
OF WELLINGTON NORTH

)
)
)

ANDREW LENNOX - Mayor

)
)
)

KARREN WALLACE - Clerk

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

SCHEDULE "A"**LEGAL DESCRIPTION OF THE LANDS**

Registered Owner: Crombie Property Holdings Limited

FIRSTLY: PART LOT 33 CONCESSION 1 NORMANBY, LOT 2, PART LOTS 1, 3, 4, 5 & 6, PART DUKE STREET CLOSED BY DN6730 SURVEY FOSTER'S MOUNT FOREST, PARTS 1, 2, 3 & 4, 60R1937; SECONDLY: PART LOT 33 CONCESSION 1 NORMANBY, PART 1 60R3404; THIRDLY: PART LOT 33 CONCESSION 1 NORMANBY, PART LOT 32 CONCESSION 1 DIVISION 3 NORMANBY, PARTS 1 & 2 60R3459; SUBJECT TO AN EASEMENT AS IN DN5959; TOGETHER WITH AN EASEMENT OVER PART LOT 33 CONCESSION 1 NORMANBY, PART PARKLOTS 6, 7 & 8, PART FOSTER STREET CLOSED BY BLN194, SURVEY FOSTER'S MOUNT FOREST, PART DUKE STREET CLOSED BY DN6730 SURVEY FOSTER'S MOUNT FOREST, PARTS 1, 2 & 3 60R3403 AS IN WC655063; TOWNSHIP OF WELLINGTON NORTH

PIN: 71072-0153 (LT)

SCHEDULE “B”

LIST OF DRAWINGS AND SPECIFICATIONS

1. Traffic signal drawings as per the following table:

Dwg No	Designer	Title/Description	Rev. No.	Rev. Date	Seal Date
E01	U Tech Engineers Inc.	Traffic Signal Chart	Not indicated on the drawings.		2023/05/15
E02	U Tech Engineers Inc.	Traffic Signal Layout			2023/05/15
E03	U Tech Engineers Inc.	Traffic Signal Wiring Diagram			2023/05/15

2. Signalized intersection design drawings as per the following table:

Dwg No	Designer	Title/Description	Rev. No.	Rev. Date	Seal Date
GEN-1	R.J. Burnside & Associates Limited	Cover Page	4	23/06/19	23/06/19
GEN-2	R.J. Burnside & Associates Limited	General Notes	4	23/06/19	23/06/19
REM-1	R.J. Burnside & Associates Limited	Removals Plan	4	23/06/19	23/06/19
PP-1	R.J. Burnside & Associates Limited	Plan and Profile	4	23/06/19	23/06/19
PP-2	R.J. Burnside & Associates Limited	Plan and Profile	4	23/06/19	23/06/19
TYP-1	R.J. Burnside & Associates Limited	Typical Cross Sections	4	23/06/19	23/06/19
UCP-1	R.J. Burnside & Associates Limited	Utility Coordination Plan	4	23/06/19	23/06/19
GRD-1	R.J. Burnside & Associates Limited	Grading Plan	4	23/06/19	23/06/19
PMK-1	R.J. Burnside & Associates Limited	PMK & Sign	4	23/06/19	23/06/19
ESC-1	R.J. Burnside & Associates Limited	Erosion and Sediment Control Plan	4	23/06/19	23/06/19
DET-1	R.J. Burnside & Associates Limited	Details	4	23/06/19	23/06/19
DET-2	R.J. Burnside & Associates Limited	Details	4	23/06/19	23/06/19
DET-3	R.J. Burnside & Associates Limited	Details	4	23/06/19	23/06/19

3. Photometric Layout (*for the signalized intersection*), Dwg. No. LC-1, prepared by U Tech Engineers Inc., undated (received 2023/06/19).
4. PHM-125 drawing for the signalized intersection of Main Street (Hwy 6) at Mount Forest Drive, dated 2023-04-23 (received 2023/06/19), as prepared by R. J. Burnside.

SCHEDULE "C"**SITE SPECIFIC REQUIREMENTS**

The provisions set out in this Schedule are site specific requirements that relate to the Lands. This Schedule shall be read in conjunction with the provisions of the main body of this Agreement, but to the extent that there is any inconsistency or conflict between the two sets of provisions, the following terms of this Schedule shall prevail.

- None Applicable

SCHEDULE "D"

ESTIMATED COST OF WORKS TO BE CONSTRUCTED

New Foodland
 Mount Forest Drive Reconstruction
 Main Street (Hwy 6) to Foodland
 Opinion of Probable Cost and Contribution Amounts

B.M.I.

CONSTRUCTION CO. LIMITED

To: Crombie REIT 5935 Airport Road, Suite 810 Mississauga, Ontario L4V 1W5	Date: November 14, 2022 Project: Foodland #3262 Mt Forest 445 Main St North Mount Forest, ON
Att: Michael Glynn	

We hereby submit our Budget covering labour and materials to complete the following work as outlined

New intersection as per Site Plan - Phase 2, Proposed Mount Forest Foodland and Other Minor Site Works Drawings. Dated: September 14, 2022

Scope of Work:

Survey
 Traffic Control
 Excavation & Backfill
 Supply & place granulars
 Supply & place asphalt
 New & altered site services
 Supply & install new signage
 Removal of existing curbs and sidewalks as required
 Supply and place new concrete curbs & sidewalks w tactile plates
 New landscaping
 New line painting
 Supply & install New Traffic Signals
 Hydrant Relocation

Total: \$ 925,320.00

****Pricing Does Not Include warm mix, DENT or EXBBR specification asphalt cement, any AC grades other than PG58-28 unless noted by item, shuttle buggy, joint heater, echelon paving, tack coat other than for joint construction, waterproofing, rubberized crack sealant, fine grading of underlying granular material, asphalt ramping or padding, sweeping, saw cutting, milling, asphalt removals, iron adjustments to base or surface elevations, temporary asphalt, or asphalt curb, curb or curb repairs, landscape remediation, asphalt remediations for sewer or watermain, fencing, or retaining wall** connections, traffic control, Hydro poles**

HST Not Included

Thank you for the opportunity of quoting this work.

Sincerely Yours:
 Brendon Watts

Note: This Budget is subject to revision if not accepted within 30 days

SCHEDULE "E"**APPLICATION FOR REDUCTION OF SECURITY**

(Section 4)

TO: *(Name of Township Engineer)*, Engineer, Township of Wellington
North

DEVELOPER: *(Name of Developer)*

AGREEMENT: *(Date of 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 4 of the said Development Agreement affecting the above property.

DATED at _____, Ontario this _____ day of _____, 202____.

(Signature of Developer's Engineer)

(Name of Developer's Engineer)

SCHEDULE “F”

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 (Crombie Property Holdings Limited, the Owner (dated this _____ day of _____, 2023 (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 052-2023

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF A
DEVELOPMENT AGREEMENT ON**

**FIRSTLY: PART LOT 33 CONCESSION 1 NORMANBY, LOT 2, PART
LOTS 1, 3, 4, 5 & 6, PART DUKE STREET CLOSED BY DN6730
SURVEY FOSTER'S MOUNT FOREST, PARTS 1, 2, 3 & 4, 60R1937;**

**SECONDLY: PART LOT 33 CONCESSION 1 NORMANBY, PART 1
60R3404;**

**THIRDLY: PART LOT 33 CONCESSION 1 NORMANBY, PART LOT 32
CONCESSION 1 DIVISION 3 NORMANBY, PARTS 1 & 2 60R3459;**

**SUBJECT TO AN EASEMENT AS IN DN5959; TOGETHER WITH AN
EASEMENT OVER PART LOT 33 CONCESSION 1 NORMANBY,
PART PARKLOTS 6, 7 & 8, PART FOSTER STREET CLOSED BY
BLN194, SURVEY FOSTER'S MOUNT FOREST, PART DUKE
STREET CLOSED BY DN6730 SURVEY FOSTER'S MOUNT FOREST,
PARTS 1, 2 & 3 60R3403 AS IN WC655063; TOWNSHIP OF
WELLINGTON NORTH WITH CROMBIE PROPERTY HOLDINGS
LIMITED**

PIN: 71072-0153 (LT)

WHEREAS Crombie Property Holdings Limited 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 4TH DAY OF JULY, 2023**

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK

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

BY-LAW NUMBER 053-2023

**BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE
COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF
WELLINGTON NORTH AT ITS SPECIAL MEETING HELD ON JULY
4, 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 July 4, 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 4TH DAY OF JULY, 2023.**

ANDREW LENNOX, MAYOR

KARREN WALLACE, CLERK