

**THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
AGENDA OF REGULAR COUNCIL MEETING – JUNE 24, 2024
CLOSED SESSION AT 7:00 P.M., FOLLOWED BY OPEN SESSION
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/87297751683>

Or join by phone:

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

Webinar ID: 872 9775 1683

PAGE #

CALLING TO ORDER

ADOPTION OF THE AGENDA

Recommendation:

THAT the Agenda for the June 24, 2024 Regular Meeting of Council be accepted and passed.

DISCLOSURE OF PECUNIARY INTEREST

CLOSED MEETING SESSION

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

- (c) a proposed or pending acquisition or disposition of land by the municipality or local board;
- (e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board;
- (f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose;

Recommendation:

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

- (c) a proposed or pending acquisition or disposition of land by the municipality or local board;
- (e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board;
- (f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose;

1. REPORTS

- Planning Report: OP-2021-01 & ZBA11-21, North Arthur Developments Inc. OLT Appeal –Update
- Correspondence dated June 17, 2024 requesting a lease agreement on unopened road allowance

2. REVIEW OF CLOSED SESSION MINUTES

- May 21, 2024

3. RISE AND REPORT FROM CLOSED MEETING SESSION

Recommendation:

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

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Planning Report: OP-2021-01 & ZBA11-21, North Arthur Developments Inc. OLT Appeal –Update;

AND THAT Council approve the confidential direction to staff.

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the correspondence dated June 17, 2024 requesting a lease agreement on unopened road allowance;

AND THAT Council approve the confidential direction to staff.

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North approve the Closed Meeting Minutes of the May 21, 2024 Council Meeting.

O'CANADA

COUNTY COUNCIL UPDATE

Andrew Lennox, Mayor

RECESS TO MOVE INTO MEETINGS UNDER THE PLANNING ACT

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North recess the June 24, 2024 Regular Meeting of Council at : p.m. for the purpose of holding meetings under the Planning Act.

COMMITTEE OF ADJUSTMENT

- A04/24 John Wheeler

RESUME REGULAR MEETING OF COUNCIL

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North resume the June 24, 2024 Regular Meeting of Council at : .

QUESTIONS ON AGENDA ITEMS (REGISTRATION REQUIRED)

ADOPTION OF MINUTES OF COUNCIL AND PUBLIC MEETING

- 1. Regular Meeting of Council, June 3, 2024 001
- 2. Public Meeting, June 3, 2024 008

Recommendation:

THAT the minutes of the Regular Meeting of Council and the Public Meeting held on June 24, 2024 be adopted as circulated.

BUSINESS ARISING FROM PREVIOUS MEETINGS OF COUNCIL

ITEMS FOR CONSIDERATION

1. MINUTES

- a. County of Wellington Joint Accessibility Advisory Committee, May 2, 2024 011

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the County of Wellington Joint Accessibility Advisory Committee meeting held on May 2, 2024.

- b. Mount Forest Business Improvement Area, Association Meeting, June 11, 2024 015

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Mount Forest Business Improvement Area Association Meeting held on June 11, 2024.

- c. Mount Forest District Chamber of Commerce, Board Meeting, May 14, 2024 018

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Mount Forest Chamber of Commerce Board Meeting held on May 14, 2024.

- d. Township of Wellington North Growth Management Action Plan Project Advisory Committee, Meeting #5, June 11, 2024 021

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Township of Wellington North Growth Management Action Plan Project Advisory Committee Meeting #5 held on June 11, 2024

- e. Safe Communities Wellington County Leadership Table Meeting, May 15, 2024 023

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Safe Communities Wellington County Leadership Table Meeting held on May 15, 2024.

2. PLANNING

- a. Report DEV 2024-016, Consent Application B19-24, Karen Kammer Meier (Severance) 029

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report DEV 2024-016 Consent Application B19-24, Karen Kammer Meier (Severance).

AND THAT Council support this application, subject to the lot line being adjusted to comply with PPS Section 2.3.4.1 c) as per the Planning Report.

AND THAT should the Planning and Land Division Committee approve the consent as proposed on Application B19-24 the following matters are to be addressed as conditions of approval:

- THAT the Owner satisfy all the requirements of the local municipality, financial and otherwise (included but not limited to Taxes paid in Full; a Fee of \$250.00 for Township Clearance Letter of conditions — or whatever fee is applicable at the time of clearance under the municipal Fees and Charges by-law) which the Township of Wellington North may deem to be necessary at the time of issuance of the Certificate of Consent for the proper and orderly development of the subject lands;
- THAT the Owner satisfy the requirements of the Township of Wellington North in reference to parkland dedication consistent with By-Law 011-22;
- THAT the Owner enter into an agreement apportioning any future maintenance costs on any municipal drain impacted by the application, and the owner shall provide a \$500.00 deposit to cover the cost of the re-apportionment if it is determined there are municipal drains impacted by the application and a \$250.00 fee for the Drainage Superintendent's review of the application to determine status of any drain;
- THAT the Owner obtain a Road Entrance Permit including payment of all applicable fees and charges and installation of a field entrance access on the west side of the retained land to the satisfaction of the Township of Wellington North;
- THAT the Owner remove all barns, sheds and feed storage bins, including existing foundations, and the site left in a graded level condition to the satisfaction of the Township;
- THAT the proposed property line be amended so that the large agricultural building remains on the retained agricultural lands;
- THAT the retained parcel be rezoned to prohibit residential development to the satisfaction of the local municipality and the County of Wellington Planning and Development Department; and
- THAT zoning compliance be achieved to the satisfaction of the Township of Wellington North.

AND FURTHER THAT Council authorizes the Development Clerk to file with the Secretary-Treasurer of the Planning and Land Division Committee at the County of Wellington, a letter of clearance of these conditions on completion of same.

- b. Report DEV 2024-017, Consent Application B43-24, Beverly Gibson 038

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report DEV 2024-017 Consent Application B43-24, Beverly Gibson (Severance).

AND THAT Council support consent application B43-24 as presented by County Planning Staff with the following conditions:

- THAT the Owner satisfy all the requirements of the local municipality, financial and otherwise (included but not limited to Taxes paid in Full; a Fee of \$250.00 for Township Clearance Letter of conditions — or whatever fee is applicable at the time of clearance under the municipal Fees and Charges by-law) which the Township of Wellington North may deem to be necessary at the time of issuance of the Certificate of Consent for the proper and orderly development of the subject lands;
- THAT the Owner satisfy the requirements of the Township of Wellington North in reference to parkland dedication consistent with By-Law 011-22;
- THAT the Owner confirms location of the existing water service, sanitary sewer and storm sewer service by utility locates including field line painting and electronic copy on private property for the retained lot to ensure it is entirely within the retained lands; And further that servicing be provided to the retained lot to the satisfaction of the Township.
- THAT driveway access can be provided to the retained and severed lands to the satisfaction of the Township of Wellington North; and
- THAT zoning compliance be achieved to the satisfaction of the local municipality

AND FURTHER THAT Council authorizes the Development Clerk to file with the Secretary-Treasurer of the Planning and Land Division Committee at the County of Wellington, a letter of clearance of these conditions on completion of same.

- c. Report DEV 2024-018, Consent Application B45-24, Laverne & Erma Weber 046

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report DEV 2024-018 Consent Application B45-24, Laverne & Erma Weber (Severance).

AND THAT Council support this application, subject to the lot line being adjusted to comply with the PPS and Official Plan policies regarding the mineral aggregate area.

AND THAT should the Planning & Land Division Committee approve the consent as proposed on Application B45-24, the following matters are to be addressed as conditions of approval:

- THAT the Owner satisfy all the requirements of the local municipality, financial and otherwise (included but not limited to Taxes paid in Full; a Fee of \$250.00 for Township Clearance Letter of conditions — or whatever fee is applicable at the time of clearance under the municipal Fees and Charges by-law) which the Township of Wellington North may deem to be necessary at the time of issuance of the Certificate of Consent for the proper and orderly development of the subject lands;
- THAT the Owner satisfy the requirements of the Township of Wellington North in reference to parkland dedication consistent with By-Law 011-22;
- THAT the Owner enter into an agreement apportioning any future maintenance costs on any municipal drain impacted by the application, and the owner shall provide a \$500.00 deposit to cover the cost of the re-apportionment if it is determined there are municipal drains impacted by the application and a \$250.00 fee for the Drainage Superintendent's review of the application to determine status of any drain;
- THAT driveway access can be provided to the retained and severed lands to the satisfaction of the Township of Wellington North; and
- THAT the Owner deed to the Township daylight triangles, 9.0m x 9.0 m, as described in the Municipal Servicing Standards of corner lots that are adjacent to municipal roads;

AND FURTHER THAT Council authorizes the Development Clerk to file with the Secretary-Treasurer of the Planning and Land Division Committee at the County of Wellington, a letter of clearance of these conditions on completion of same.

- d. Report DEV 2024-019, TBM HOLDCO LTD. Amending Site Plan Agreement 054

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive for information Report DEV 2024-019 regarding the final approval of the TBM HOLDCO Ltd. Amending Site Plan Control Agreement.

- e. Report DEV 2024-020, Development Agreement – MAMTA Developments Inc., 645 Martin Street 061

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report DEV 2024-020 regarding development agreement for MAMTA Developments Inc.;

AND FURTHER THAT Council authorize the Mayor and Clerk to sign the By-law to enter into a development agreement with Mamta Developments Inc.

3. COMMUNITY & ECONOMIC DEVELOPMENT

- a. Report C&ED 2024-026 Butter Tart Trail 067

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report C&ED 2024-026 on the Butter Tart Trail;

AND THAT Council direct the Chief Administrative Officer to execute the Assignment of Trademark agreement.

4. FINANCE

- a. Vendor Cheque Register Report, June 18, 2024 075

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive the Vendor Cheque Register Report dated June 18, 2024.

5. FACILITIES

- a. Report FAC 2024-003, Temporary Alcohol Policy Amendment – Ger Yer Hillbilly on Ribfest 080

Recommendation:

THAT the Council of the Corporation of the Township of Wellington North receive Report FAC 2024-003 Temporary Alcohol Policy Amendment – Get Yer Hillbilly on Ribfest;

AND THAT Council approve an amendment to the Municipal Alcohol Policy Section 2.1 for approval of a Special Occasion Permit (SOP) to include a portion of the east parking lot at the Mount Forest Sports Complex for the Get Your Hillbilly on Ribfest Competition on July 18, 2024.

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 24, 2024 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):

- 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):

- 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 052-2024 being a by-law to authorize a Lease Agreement between The Corporation of the Township of Wellington North and the Arthur Optimist Club (Part Lot 22, W/S Isabella Street, 244 Isabella Street, former Village of Arthur) | 083 |
| b. By-law Number 053-2024 being a by-law to dedicate certain lands as part of the public highway in Wellington North in the County of Wellington | 089 |
| c. By-law Number 054-2024 being a by-law to authorize a Municipal Funding Agreement on the Canada Community Building Fund between The Corporation of the Township of Wellington North and the Association of Municipalities of Ontario (AMO) | 090 |
| d. By-law Number 055-2024 being a by-law to authorize the execution of a Development Agreement on Part Lot G MacDonald's Survey Part 2, 61R22213; Township of Wellington North | 115 |
| e. By-law Number 056-2024 being a by-law to amend By-law 135-2022 being a by-law to appoint members to the Mount Forest Business Improvement Area Board of Directors | 137 |

Recommendation:

THAT By-law Number 052-2024, 053-2024, 054-2024, 055-2024 and 056-2024 be read and passed.

CULTURAL MOMENT

- Celebrating the history of indigenous peoples in Wellington North 138

CONFIRMING BY-LAW 139

Recommendation:
 THAT By-law Number 057-2024 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 24, 2024 be read and passed.

ADJOURNMENT

Recommendation:
 THAT the Regular Council meeting of June 24, 2024 be adjourned at __: p.m.

MEETINGS, NOTICES, ANNOUNCEMENTS		
Arthur BIA Meeting, virtual	Wednesday, June 26, 2024	7:30 p.m.
Arthur Optimist Canada Day Ball Tournament, Arthur & Area Community Centre ball diamonds	Friday, June 28th to Sunday, June 30th, 2024	
Canada Day Celebrations, Downtown Arthur	Saturday, June 29th, 2024	
Municipal Office closed for Canada Day	Monday, July 1, 2024	
Regular Council Meeting	Monday, July 8, 2024	2:00 p.m.
Mount Forest BIA Meeting, Mount Forest Sports Complex Meeting Room	Tuesday, July 9, 2024	8:00 a.m.
Mount Forest Chamber of Commerce, Mount Forest Chamber Office	Tuesday, July 9, 2024	4:30 p.m.
Arthur Chamber of Commerce, Arthur Chamber Office	Wednesday, July 10, 2024	5:30 p.m.
Mount Forest Fireworks Festival	Thursday, July 18th to Sunday, July 21st	
Regular Council Meeting	Monday, July 22, 2024	7:00 p.m.

THAT the Council of the Corporation of the Township of Wellington North recess the June 3, 2024 Regular Meeting of Council at 2:04 p.m. for the purpose of holding meetings under the Planning Act.

CARRIED

PUBLIC MEETING

- WT Land Corp (St John’s Evangelical Lutheran Church), Zoning By-law Amendment 08/24

RESUME REGULAR MEETING OF COUNCIL

RESOLUTION: 2024-183

Moved: Councillor Renken

Seconded: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North resume the June 3, 2024 Regular Meeting of Council at 2:23 p.m.

CARRIED

QUESTIONS ON AGENDA ITEMS (REGISTRATION REQUIRED)

No registration of questions on agenda items.

ADOPTION OF MINUTES OF COUNCIL AND PUBLIC MEETING

1. Regular Meeting of Council, May 21, 2024

RESOLUTION: 2024-184

Moved: Councillor McCabe

Seconded: Councillor Renken

THAT the minutes of the Regular Meeting of Council held on May 21, 2024 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. 2b. 3b. 4a. 6a.

ADOPTION OF ALL ITEMS NOT REQUIRING SEPARATE DISCUSSION

Councillor Burke disclosed a pecuniary interest with the following:

- a. Planning Report, prepared by Curtis Marshall, Manager of Development Planning, dated May 22, 2024, regarding Macdonald’s Survey Pt Lots G, H & I, RP 61R22213, Pt 1, Mount Forest, ZBA 03/23 – Betty Dee
- b. Report DEV 2024-015, Notice of Decision Received for Consent Applications B13-24 & B25-24

For the following reason:

- appendices for both items were prepared by her employer.

RESOLUTION: 2024-185

Moved: Councillor Burke

Seconded: Councillor Renken

THAT all items listed under Items For Consideration on the June 3, 2024 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 minutes of the Saugeen Valley Conservation Authority Board of Directors Meeting held on March 21, 2024.

THAT the Council of the Corporation of the Township of Wellington North receive the minutes of the Maitland Valley Conservation Authority Membership Meeting #4-2024 held on April 17, 2024.

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 24, 2024.

THAT the Council of the Corporation of the Township of Wellington North receive Report CBO 2024-006 being the Building Permit Review for the month of April 2024.

THAT the Council of the Corporation of the Township of Wellington North receive Report C&ED 2024-025 Community Improvement Plan;

AND THAT Council approve a Façade Improvement Grant in the amount of \$2,500 to the Mount Forest Museum and Archives.

AND THAT Council approve a Façade Improvement Grant in the amount of \$250 to Saugeen Community Radio Inc.

AND THAT Council approve a Façade Improvement Grant in the amount of \$2,500 to Coburn Insurance Brokers Ltd.

THAT the Council of the Corporation of the Township of Wellington North receive Report INF 2024-010 being a report on Spring Traffic Counts;

AND THAT Council direct staff to revise the fees and charges by-law associated with traffic count data request to include a nominal fee of \$30 per location.

THAT the Council of the Corporation of the Township of Wellington North receive Report receive Report CLK 2024-016 being a report to set the Council meeting schedule for 2025;

AND THAT Council approves the Council meeting schedule for 2025.

CARRIED

CONSIDERATION OF ITEMS FOR SEPARATE DISCUSSION AND ADOPTION

Councillor Burke turned her camera off and did not participate.

RESOLUTION: 2024-186

Moved: Councillor Renken

Seconded: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North receive the Planning Report, prepared by Curtis Marshall, Manager of Development Planning, dated May 22, 2024, regarding Macdonald's Survey Pt Lots G, H & I, RP 61R22213, Pt 1, Mount Forest, ZBA 03/23 – Betty Dee.

CARRIED

RESOLUTION: 2024-187

Moved: Councillor McCabe

Seconded: Councillor Renken

THAT the Council of the Corporation of the Township of Wellington North receive for information Report DEV 2024-015 regarding the Notice of Decision for the following Consent Applications, received from the County of Wellington Planning and Land Division Committee:

- B13-24 Reginald & Shirley Small, Part Lot 2, Concession 12 known as 9598 Lover's Lane in the former Arthur Township (Severance); and
- B25-24 1648308 Ontario Limited, Part Park Lot 1, South of Clyde St., Plan Town of Mount Forest with no civic address on Ayrshire Street in the Town of Mount Forest (Easement)

CARRIED

Councillor Burke rejoined the meeting via zoom.

RESOLUTION: 2024-188

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North receive Report CBO 2024-007 being a report on the Review of Swimming Pool Enclosure By-law 45-08.

AND THAT the Council of the Township of Wellington North finds it appropriate to prevent unintentional injury and drowning caused by the failure of property owners to provide and erect approved and acceptable swimming pool enclosures.

AND FURTHER THAT the Council of the Township of Wellington North does not support reductions or exemptions in Swimming Pool Enclosure requirements.

CARRIED

RESOLUTION: 2024-189

Moved: Councillor Renken

Seconded: Councillor McCabe

THAT the Council of the Corporation of the Township of Wellington North receive for information Report C&ED 2024-023 Municipal Tree Framework.

CARRIED

RESOLUTION: 2024-190

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT the Council of the Corporation of the Township of Wellington North receive Report receive Report CLK 2024-015 being a report to approve the final engineer's report for the proposed drainage works for Arthur Drain 6;

AND THAT Council hereby approves the final Engineer's report dated April 17, 2024, prepared by K. Smart Associates Limited file No. 22-168;

AND FURTHER THAT Council give first and second reading to a provisional by-law to adopt the final engineers report;

AND FURTHER THAT the Mayor and Clerk are authorized to sign the provisional by-law to adopt the final engineers report;

AND FURTHER THAT Council set the date for the Court of Revision as July 22, 2024 at 7:00 p.m. to hear any appeals filed in this matter.

AND FURTHER THAT Council of the Township of Wellington North hereby appoint the following individuals to sit on the Court of Revision

- Councillor Burke
- Councillor McCabe and
- Councillor Renken

AND FURTHER THAT the Mayor and Clerk be authorized to sign the by-law to appoint those members to the Court of revision.

CARRIED

NOTICE OF MOTION

No notice of motion tabled

COMMUNITY GROUP MEETING PROGRAM REPORT

Councillor Burke (Ward 2):

- Town of Hanover Economic Development Symposium

Councillor McCabe (Ward 4):

- Tiny homes seminar held in Holstein

Mayor Lennox:

- Lifetime Lumber grand opening and Sandwich shop in Arthur

BY-LAWS

- By-law Number 047-2024 being a by-law to appoint a Fire Prevention Officer (Cameron Forbes)
- By-law Number 048-2024 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
- By-law Number 049-2024 being a Provisional Drain By-law to provide for the construction of Arthur Drain 6 Drainage Works
- By-law Number 050-2024 being a by-law to amend By-law 66-01, being a Zoning By-law for the Township of Wellington North (MACDONALD'S SURVEY PT LOTS G; H AND I, RP 61R22213 PART 1, Geographic Town of Mount Forest, Betty Dee)

RESOLUTION: 2024-191

Moved: Councillor McCabe

Seconded: Councillor Burke

THAT By-law Number 049-2024 be read a first and second time and provisionally adopted.
CARRIED

Councillor Burke had disclosed a pecuniary interest with the following by-law and turned her camera off and did not participate

RESOLUTION: 2024-192

Moved: Councillor Renken

Seconded: Councillor McCabe

That By-law Number 050-2024 be read and passed.

CARRIED

Councillor Burke rejoined the meeting via Zoom.

RESOLUTION: 2024-193

Moved: Councillor Burke

Seconded: Councillor Renken

THAT By-law Number 047-2024 and 048-2024 be read and passed.

CARRIED

CULTURAL MOMENT

- Celebrating the York Soaring Association

The York Soaring Association was founded in 1961 by Walter Chmela, who came to Canada from his native Austria in 1950. Operations commenced when Walter personally purchased two Doppleraab two-seat trainers and an Auster as a tow-plane. Walter realized that the future of York Soaring was dependent upon the club owning its own airfield. In 1969, he purchased the field the club still operates on today in the former West Garafraxa.

The field was initially a 100-acre property, 8 kilometres east of Arthur and, upon purchasing it, a hangar was built and a single 2,000-foot east-to-west runway was graded. A few years later, an adjoining 100-acre property was added and a northwest-to-southeast runway, as well as a southwest-to-northeast runway was built. Another larger hangar was added for club aircraft and the original hangar was left for use by private owners.

York Soaring has an active social committee that puts on regular barbecues and fundraising dinners. Their next big event is on Saturday, June 22, when York Soaring hosts an Antique Aircraft Fly-In, starting at 10:00 AM and ending at sunset. More information can be found at yorksoaring.com.

York Soaring also has a group that specializes in mentoring badge and cross-country flying, and others that take part in excursions to other flying venues around the world such as the United States, France, and New Zealand. York Soaring is also the home base of Youth Flight Canada (YFC) and Freedom's Wings. YFC provides bursaries to deserving young people who need financial assistance to fly. YFC pays 50% of their nominal membership fee and all but \$5.00 of each flight.

In May 2007, Walter received national recognition for his almost 70 years of service to soaring by being inducted into the Canadian Aviation Hall of Fame.

Having grown up on the farm next to the club, it was one of Bonny McDougall's jobs to go to the area at the end of the runway and look for tow ropes. They would occasionally snap off the tow planes as they were coming in for landing.

"When I found one, I would take it back to the hanger and have a visit with Walter and after I was 16, I got a complimentary glider ride with him. They were and continue to be wonderful neighbours."

The older gliders have all been replaced with 6 updated planes being basic trainers and high-performance trainers, as well as increasing the tow planes from 2 to 4.

By following the vision for York Soaring that Walter had almost 50 years ago, York Soaring continues to bring new members into the very special world of soaring. Whatever your age or physical ability, you are welcome at York Soaring. It's getting better all the time.

Submitted by Bonny McDougall, Wellington North Cultural Roundtable

CONFIRMING BY-LAW

RESOLUTION: 2024-194

Moved: Councillor McCabe

Seconded: Councillor Renken

THAT By-law Number 051-2024 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 3, 2024 be read and passed.

CARRIED

ADJOURNMENT

RESOLUTION: 2024-195

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT the Regular Council meeting of June 3, 2024 be adjourned at 3:02 p.m.

CARRIED

MAYOR

CLERK

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
 PUBLIC MEETING MINUTES JUNE 3, 2024 AT 2:00 P.M.
 HYBRID MEETING – IN PERSON AND VIA WEB CONFERENCING
<https://www.youtube.com/watch?v=PJP-ybIW4jQ>

Members Present: Mayor: Andrew Lennox
 Councillors: Sherry Burke (via zoom) 2:08 p.m.
 Steve McCabe
 Penny Renken

Members Absent: Councillor: Lisa Hern

Staff Present:

Chief Administrative Officer:	Brooke Lambert
Director of Legislative Services/Clerk:	Karren Wallace
Deputy Clerk:	Catherine Conrad
Executive Assistant to CAO:	Tasha Grafos
Director of Finance:	Jeremiah Idialu
Human Resources Manager:	Amy Tollefson
Chief Building Official:	Darren Jones
Senior Project Manager:	Tammy Stevenson
Manager Community & Economic Development:	Mandy Jones
Recreation Service Manager:	Tom Bowden
Director of Fire Services:	Chris Harrow
Manager of Development Planning:	Curtis Marshall
Senior Planner:	Jessica Rahim
Drainage Engineer:	Neal Morris

CALLING TO ORDER

Mayor Lennox called the meeting to order.

DISCLOSURE OF PECUNIARY INTEREST

None

OWNERS/APPLICANT

ZBA 08/24 W.T. Land Corp

LOCATION OF THE SUBJECT LAND

The land subject to the proposed amendment is described as Part of Park Lot 1 W/S of Main St. and E/S of Foster St. with a civic address of 391 Main St. N Mount Forest, Wellington North. The severed vacant parcel is approximately 0.17 ha (0.42 ac) and to be added to the abutting parcel that is approximately 0.32 ha (0.8 ac) in size.

PURPOSE AND EFFECT OF THE APPLICATION

The purpose and effect of the proposed amendment is to rezone the subject lands from Industrial (M1) and Main Street Mixed Use (MU2) zone to Main Street Mixed Use Site Specific (MU2-xx) zone. This application is seeking to rezone the subject lands to allow for proposed residential development to be contained on the same site as the

existing apartment building with a reduced minimum lot area. This rezoning is a condition of consent application B3/22, that was granted provisional approval by the Wellington County Land Division Committee. This application would sever an approximate 0.17 ha (0.42 ac) vacant parcel to be merged with the abutting parcel (391 Main St. N), which contains a 33 unit, 5 storey apartment. The intent is to construct a 10 unit, 2 storey apartment building on the consolidated parcel.

NOTICE

Notices were mailed to property owners within 120 meters of the subject property as well as the applicable agencies and posted on the subject property on May 10, 2024.

PRESENTATIONS

Jessica Rahim, Senior Planner, County of Wellington, Township of Wellington North

- Planning Report dated May 24, 2024

CORRESPONDENCE FOR COUNCIL'S REVIEW

Derek McMurdie, Planning Department, Grey County

- Email dated May 14, 2024 (No Objection)

Kyle Davis, Risk Management Official, Wellington Source Water Protection

- Restricted Land Use Notice, No Prohibition or Risk Management Plan Required dated May 23, 2024 (No Objection)

Saugeen Valley Conservation Authority

- Correspondence dated June 3, 2024 (No objection)

REQUEST FOR NOTICE OF DECISION

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

MAYOR OPENS FLOOR FOR COMMENTS/QUESTIONS

Dana Kieffer, Cobide Engineering, Applicant's Agent, provided an outline of the proposal.

COMMENTS/QUESTIONS FROM COUNCIL

Request clarification on entrance on Foster Street – no.

Request clarification on entrance on Main – new ten unit will have access separate from existing 33 unit.

Request clarification on emergency vehicle access - enough room.

Request clarification on new 10 units creating an encroachment issue – no.

Buffering and zoning by-law provisions will be met through site plan.

Amenity area will be grass and an area for gazebo and picnic area, not part of stormwater management plan.

ADJOURNMENT

RESOLUTION: PM-2024-006

Moved: Councillor Burke

Seconded: Councillor McCabe

THAT the Public meeting of June 3, 2024 be adjourned at 2:22 p.m.

CARRIED

MAYOR

CLERK



Corporation of the County of Wellington
Joint Accessibility Advisory Committee
Minutes

May 2, 2024
 Wellington County Museum and Archives
 Nicholas Keith Room

Present: Councillor Matthew Bulmer (Chair)
 Robin Fletcher
 Heather Small
 Gerald Townsend

Regrets: Giverny Charlebois
 Bethany Parkinson
 Lorri Wright

Also Present: Warden Andy Lennox

Staff: Jennifer Adams, Clerk
 Nicole Cardow, Deputy Clerk
 Imran Esmail, Information Management Coordinator
 Don Kudo, County Engineer
 Rachel Wilson, Manager of Information Management
 Karren Wallace, Township of Wellington North Clerk
 Justin Grainger, Town of Erin Deputy Clerk
 Monika Farncombe, Township of Puslinch Legislative Assistant

1. Call to Order

At 1:30pm, the Chair called the meeting to order.

2. Declaration of Pecuniary Interest

There were no declarations of pecuniary interest.

3. Confirmation of Minutes

Minutes from the December 2023 Joint AAC will be circulated to the committee and will be confirmed at the September 2024 meeting.

4. Information Items

4.1 List of Planned Projects by Municipalities

Nicole Cardow, Deputy Clerk advised the committee that List of Planned Projects by Municipalities will be a standing item on the Joint Accessibility Advisory Committee agenda. This item can include Open Houses, Master Plans brought forward by the Wellington County local municipalities and any other large project with AODA implementations.

4.2 Schedule of Annual Reporting

Nicole Cardow, Deputy Clerk advised that the Schedule of Annual Reporting will be a standing item on the Joint Accessibility Advisory Committee and will be updated every meeting for reference from Committee members and staff.

4.3 Resource: Pathways to Recreation

Nicole Cardow, Deputy Clerk outlined the Pathways to Recreation link provided in the agenda as a great resource for staff and committee members as an overview of roles and responsibilities as it relates to new projects and growth within the municipality and the Accessibility for Ontarians with Disabilities Act (AODA).

5. Items for Review and Comment

5.1 New Wellington County Website Demo

Rachel Wilson, Manager of Information Management and Imran Esmail, Information Management Coordinator presented the committee with a presentation and walk through of the new Wellington County website. The presentation outlined new accessibility features and a streamlined look for easy access for people of all abilities. The committee was asked to provide feedback or comments through the Deputy Clerk.

5.2 Pedestrian Audible Signal Installations

1/1/24

Moved By: Robin Fletcher**Seconded By:** Gerald Townsend

That the report titled Pedestrian Audible Signal Installations be received for information; and

Upon confirmation from the Administration, Finance and Human Resources Committee, the County Engineer have discussions with our member municipalities to standardize crosswalk audible signal installations, for consistency throughout the County of Wellington.

Carried**5.3 Multi Year Accessibility Plan - Township of Centre Wellington**

2/2/24

Moved By: Robin Fletcher**Seconded By:** Heather Small

That the Multi-Year Accessibility Plan from the Township of Centre Wellington be received for information; and

That the September Joint Accessibility Advisory Committee meeting be held at the Township of Centre Wellington Municipal Office in Elora ON.

Carried**5.4 Carberry Park - Town of Erin**

3/2/24

Moved By: Gerald Townsend**Seconded By:** Robin Fletcher

That the Wellington County Joint Accessibility Committee hereby receive report PR2024-01 titled Carberry Park Accessible Playground for information, and to provide any feedback the committee may have for the construction of the playground.

Carried

5.5 FADM - Verbal update

4/2/24

Moved By: Heather Small

Seconded By: Gerald Townsend

That the verbal update on the FADM by Jennifer Adams, County Clerk, be received for information; and

That the Joint Accessibility Advisory Committee confirm the direction to delete redundancies and duplications from the current FADM against the Building Code of Ontario and AODA standards and regulations; and

That remaining items be brought to the JAAC in September 2024 where new design standards will be discussed.

Carried

6. Adjournment

At 3:20 pm, the Chair adjourned the meeting until Thursday September 5th 2024 or at the call of the Chair.

Chair Matthew Bulmer
Accessibility Advisory Committee



MOUNT FOREST BUSINESS IMPROVEMENT

ASSOCIATION MEETING MINUTES June 11th, 2024 @ 8:00 AM

Meeting Room Mount Forest Arena

CALLING TO ORDER – Andrew Coburn; Chair Mount Forest BIA

PRESENT ATTENDEES

Members: Dwight Benson, Jessica McFarlane, Maggie Schram, Kailyn Cudney, Rachel Whetham, Amanda Boylan

Staff: Robyn Mulder

Community Members: Penny Renkin

ABSENT ATTENDEES

Andrew Coburn, Bill Nelson, Sherry Burke, Allison Litt

WELCOME AND INTRODUCTIONS

Dwight

REVIEW AND ADOPTION OF THE AGENDA

Dwight

Jessica motions to add 'Economic Development Updates, & Resignation' to agenda, Maggie seconds, carried.

ITEMS FOR DISCUSSION

1. Resignation / New Member

Dwight

- Kayla Morton has decided to resign from the BIA, to Maggie motions to accept the resignation, Amanda seconds. Carried to council.
- Kyle Dallaire expresses interest in joining the BIA, Dwight motions to add Kyle Dallaire to the BIA board, Maggie seconded. Carried to council.

- To discuss at the next meeting is vice chair, and secretary roles
2. **Weekly Garbage Pick Up - Main St** **Bill**
 - Bill not in attendance, no updates
 3. **Snowflakes** **Dwight**
 - Snowflakes are still in trailer, just waiting to be transported to be fixed
 4. **Socials** **Kailyn**
 - Kailyn updates about the historical building posts partnering with the Museum & Archives
 5. **Light Bulbs** **Dwight**
 - Dwight overviewed the lightbulb options
 - Dwight to connect with Karen to request a delegation to council to present the idea and cost savings to the municipality
 6. **Reimagined Laneway - Pizza Hut** **Jessica**
 - Jess has received a couple quotes back for getting the walls painted, one was for pizza hut side, half way up (10'), paint included, no repairs included \$3200 and \$6000 for full height, Brenda Hasties building, halfway including paint \$3200, full \$6400, \$1600 a week approximately for the boom lift
 - Second quote, Pizza Hut building with tax just over \$10,000, Brenda's side would be just under \$8700 and would include the masonwork of the bottom of the building, also includes boom rental
 - Robertsons quoted 26,730 plus tax for the proposed alley landscaping
 - Jess to email Dale Clark or Darren Jones
 - Current ideas will be sent to Your Town Rising for feedback
 - Jess to find out what can be done with the current driveway, can we block it off, can we cover it, etc
 7. **June 1- Kick Off to Summer - Block Party** **Maggie**
 - Maggie overviewed the event last weekend
 - We had 7 volunteers, 2 sponsorships, and we made approximately \$480 in popcorn, cotton candy, vendor fee, & cornhole registration fees
 - In hindsight, it was a long event and in the future we would not host such a long event
 - Next event is Oct 26th Halloween Haunting on Main
 8. **Fireworks** **Kailyn**
 - Jessica motions to donate \$2000 to the Fireworks Festival, Rachel seconded, carried.
 - The events committee believes that this contribution should not come out of our events budget moving forward

- The idea was presented of having a BIA tent set up at the car show but will need to find someone to host the tent as all members of the events committee have prior commitments

9. Downtown Planters**Dwight**

- Richard told Dwight they are going up this week

10. Economic Development Updates**Robyn**

- Your Town Rising is coming next Tuesday, the 18th of June and will be doing a walk through at 10:30 and will be doing a presentation at 6:30 that night

NEW BUSINESS**1. NEXT MEETING**

July 9th 2024 in the Lower Leisure Room @ Mount Forest Arena

ADJOURNMENT

Meeting adjourned by Maggie & seconded by Amanda.

Mount Forest District Chamber of Commerce

Board Meeting Minutes

May 14th, 2024

I. Call to Order

Sharon Wenger called to order the regular meeting of the Mount Forest Chamber of Commerce Board of Directors at 4:38 pm on May 14th, in the Chamber Board Room.

II. Roll Call

Members in attendance to the meeting were:

- | | |
|--------------------|------------------------------|
| • Sharon Wenger | President |
| • Chris Holden | Director |
| • Melanie Robinson | Director |
| • Joe Wettlaufer | Director |
| • Shawn McLeod | Past President |
| • Stacey Stevenson | Office Administrator |
| • Robyn Mulder | Economic Development Officer |
| • Bobbi-Jean | Guest |

III. Economic Development Report –Robyn Mulder

Robyn told the Board about a recent trip to the Ontario BIA Conference in Mississauga. She mentioned they'd talked about 'downtown gift cards', and asked if we were running any similar programs. Stacey, Sharon and Shawn told Robyn about the Chamber Bux program. Robyn asked if the program is on our website; Stacey said it's not currently, but is one of many things we'd like to include information about on a revamped website. Sharon says people are aware of the program, business and groups purchase Chamber Bucks to give away as prizes, and the Chamber gives away Chamber Bucks at Christmas time during our promotional events. Robyn says the plastic gift cards could cost more than \$18,000 per year, so it's a cost prohibitive program.

Robyn shows the Board a "Show Your Shamrock" key tag, which were given out to every resident in Erin by their Chamber. Showing the key tag in a local store entitles a resident to a discount, just for staying in town and shopping locally. Robyn is suggesting a similar program for Wellington North, with perhaps a five per cent discount.

Robyn says the Spring Rural Romp is coming up on May 25, the Empowered Women Chip In golf event is coming soon, the Cultural Symposium is coming up on May 31 as part of Culture Days.

Robyn says the Township was recently approved for a County grant, which will include a visit from Your Town Rising. Two people will come to town, and take a look at challenges and revitalization opportunities. After taking a walk through the downtowns of Arthur and Mount Forest, the pair will give a presentation in the evening to discuss their observations. More information will be coming soon.

Robyn also left some information for Stacey about Wellington County's Ride Well 'Uber-like' service, and the GOST Guelph to Owen Sound public transit system. She also mentioned the Multicultural Festival coming to Fergus at the Wellington County Museum and Archives. Robyn was pleased with the response following the recent Business After 5; Walsh's Pharmacy and Mount Forest Bowling Centre have both reached out for more information on the Community Improvement Program.

IV. Council Notes – Lisa Hern (not present)

Councillor Lisa Hern is absent; Robyn says we definitely still have representation at Council, and said we could email any questions or concerns to Lisa, with a CC to Robyn, so she can follow up if Lisa's unable.

V. Approval of Minutes for February 2024

Minutes and financials for last month will be digitally reviewed and approved.

MOTION to approve – Mel Robinson

2nd BY – Joe Wettlaufer

All in favour

VI. Treasurer's Report/Monthly Cheque Log Review and Approval

Minutes and financials for last month will be digitally reviewed and approved.

MOTION to Approve –

2nd BY –

All in favour?

VII. Open Issues

a) Office Operations - Stacey

The water inspection testing for the building has been completed. We're still waiting for Ostrander Construction to come to repair roof tiles which blew off recently, and install our security cameras. The bank switchover is on hold, because Corporations Canada denied the request; we're waiting for information to be updated on their end as far as the board members, Stacey will let Sharon know when she can go to the bank to sign off. Stacey has received 91 applications so far for the Canada Summer Jobs position, but maybe only 20 are local. Sharon and Stacey are getting together on Thursday, May 16, to start going through resumes; Stacey says we're aiming for a start date of Monday, June 10.

b) Social Media Update – Stacey

Judging from the amount of solar eclipse glasses which have been dropped off, that idea went over well, and gave us a lot of exposure. Stacey says there are lots of posts scheduled, and the follower count is increasing weekly.

c) Mount Forest Fireworks Festival Update – Sharon

Sharon says everything is going well, but sponsorship is low; the current total of sponsorship sits at \$54,000, with a goal of \$64,500, and we're running out of time to secure sponsorships. Sharon says the group is still hoping to sign up a few more sponsors for a couple of thousand dollars each. Sharon says ticket sales will make up the difference if the weather is good. Joe: Volunteer sign up hasn't been going as well as usual; last year was up a little bit, but only 35 people have registered so far this year, and almost all of them have been signed up. Joe says it's the middle of May, so he feels he's got a month to really try to get on track, and he'll start cold-calling soon; he said the majority of people are answering their phones. Joe says he has shared the Facebook posts on the Festival page, and he wonders if Stacey could share his posts on the Chamber page as well. He says he's also trying to make headway in Arthur and Harriston too, but isn't as familiar with their community sites. Sharon says we'll get him some flyers; Joe says he still has some.

d) **Business After 5:00 – Stacey**

Stacey says plans are underway for the next event, hosted by the Topsy Fox. Stacey suggests running a Chamber Trivia Night. The event would run from 5 to 7 p.m. Robyn suggests we offer something to business owners to entice them to come to the event, such as actual benefits they get from the Chamber. Stacey suggests a benefit review, since they're coming to meet with her soon; Stacey will ask for full details, and ask if they could even come to the Business After 5 to make a presentation. Mel also offers to help present, with a background in the industry.

e) **Wellington North Guide - Stacey**

Sales have gone well in Mount Forest for the Guide, and the Chamber is already guaranteed to receive some revenue from sales.

VIII. New Business

a) **Community Monopoly – Stacey & Chris**

Stacey has created the latest sales sheets; the cost to make 500 copies of the game is \$13,502; if we sell all of the available assets, revenue would be \$16,875, which doesn't include the sales of the game itself. Sharon suggests we make some copies of the game available to all Chamber members to sell.

Adjournment

Meeting adjourned at 5:32 pm, May 14th, 2024

The next meeting will be June 11th at 4:30 in the Chamber board room.



**Minutes : Township of Wellington North Growth Management Action Plan
Project Advisory Committee Meeting # 5
Tuesday June 11th, 2024 @ 7:00pm**

Location: Arthur Community Centre

Advisory Committee Attendees:

Mayor Andy Lennox	Jim Coffey	James McCabe
Councilor Penny Renken	Trina Reid	
Councilor Sherry Burke	David Medeiros	
Wellington County, Aldo Salis	Alan Rawlins	
Erin Kiers	Timothy McIntosh	

Advisory Committee Absent:

Councilor Steve McCabe	Jeanean Mousseau	Scott Hartle
Councilor Lisa Hern	Brent Hurd	Marty Young
Wellington County, Sarah Wilhelm	Colleen Fleet	

Consultant & Staff Support:

Darren Jones Team lead & Chief Building Official	Tammy Pringle WN Development Clerk
Mandy Jones WN Manager Community & Economic Dev.	Curtis Marshall Wellington County Planning
Brooke Lambert WN Chief Administrative Officer	
Jamie Cook Watson & Associates	
Brad Post Watson & Associates	

Note: Dale Small has retired from his position with the Township.

MINUTES

Topic
<p>Welcome and Objective of Meeting</p> <ul style="list-style-type: none"> • Darren Jones, Co-team lead & Chief Building Official, opened the meeting at 7:00pm and provided an overview of the agenda & meeting objectives. • Darren noted that this is the last meeting and thanked the Advisory Committee for their participation in the Study. • The presentation provided at the meeting reflects the feedback from the Advisory Committee to date. • The draft Report is scheduled to be provided by email in early July to the Advisory Committee. Upon the review of the Report by staff and the Advisory Committee, the Report will be presented to the Township Council on July 22, 2024, for adoption. • A motion was passed by the Advisory Committee to approve the Committee Meeting #4 meeting minutes. <p>Presentation by Consultants – Growth Directions</p> <p>Introduction</p> <ul style="list-style-type: none"> • A presentation package was provided to the Advisory Committee on Friday, June 7. The Consultants reviewed the presentation with the Advisory Committee. • Jamie Cook (Watson) provided an overview of the project schedule.

- Jamie briefly summarized the work completed to date and work in-progress.
- As noted by Jamie, the Consultant Team has completed to date: a detailed Background Report with growth related information, as well as guided sessions with the Advisory Committee on planning for growth, a review of strengths and weaknesses of the Township and drafting a preferred growth vision.
- Jamie provided an update of the work being carried out on the impact of growth on municipal finance, Township operations and infrastructure. This work is anticipated to be completed later this month. This work is being carried out by WSP and Watson consultants specialized in municipal finance and engineering.
- Jamie provided a brief overview of what to expect in the final Report. The Report is planned to be brief and is anticipated to be provided to the Advisory Committee in early July.

Future Development Lands

- Brad Post (Watson) provided a brief overview of the recommendations to re-designate Future Development lands in Mount Forest, as well as a review of Future Development lands proposed to be re-designated in Arthur by the County of Wellington as part of an Official Plan Amendment #123.
- As discussed by Brad, there is a shortfall of designated vacant lands in Arthur and Mount Forest to accommodate growth to 2051. The re-designation of Future Development to residential and commercial in Arthur proposed by the County will accommodate the growth needs for Arthur. In Mount Forest, the Township will need to redesignate approximately 54 hectares to accommodate residential growth to 2051. Mount Forest has Future Development site areas that could accommodate anticipated growth needs. Brad briefly discussed the criteria used to assess which Future Development sites in Mount Forest should be re-designated for residential use. Based on the criteria developed, two Future Development areas were identified as an initial recommendation or re-designation in Mount Forest. Refer to presentation for these site areas including the evaluation.
- Prior to finalizing the priority Future Development sites for growth, the Consultant Team will review any initial red flags from an infrastructure perspective. A more detailed review would be required outside of this Study to review specific infrastructure requirements and may be carried out as part of a secondary plan process.
- Brad led a breakout discussion on Future Development with the Advisory Committee to wrap up the review of the future development lands. The Advisory Committee provided some comments related to the sites, as well as asked questions.

Growth Vision, Guiding Principles and Priorities

- Jamie presented the revised Growth Vision statement which included a short mission statement and ten guiding principles in planning for growth. The mission statement and guiding principles were developed based on discussion with the group to date. As discussed at the last session, the 2018 growth vision statement was viewed as too wordy and did not draw out the guiding principles clearly.
- Jamie briefly touched on the strategic growth priorities (refer to tables in the presentation slide deck). These recommendations have been grouped according to the guiding principles.
- Following Jamie's overview of the Growth Vision, guiding principles and strategic growth priorities, Jamie facilitated a discussion with the Advisory Committee.
- The Advisory Committee provided comments on the strategic growth priorities. The Consultants will review the feedback from the Advisory Committee and make any required adjustments to the strategic growth recommendations.
- A key comment from the Advisory Committee included further organizing the strategic growth priorities by timeframe (short, medium and long-term), as well as by whether the Township would lead or be supported by a partner (e.g., County, community group, etc.).
- Jamie concluded the presentation and thanked all Advisory Committee members for their contributions on this Study.

Closing Remarks

- Darren closed the session thanking those that attended, as well as the participation of the Advisory Committee during this process.
- The committee was asked to review the strategic growth priorities in the presentation (refer to tables) and provide any comments and ideas to the Township via email.
- Darren noted that the Advisory Committee plays a crucial role in educating the public about the Growth Management Action Plan.

The meeting was adjourned by Chair Darren at 9:00 pm.

Safe Communities Wellington County Leadership Table Meeting
Wellington County OPP Aboyne Detachment
9:30 a.m., May 15, 2024

In Attendance

Earl Campbell, Wellington County Council
Karen Medeiros, Wellington County OPP
Gianni Accetola, Groves Hospital
Angelle Eybel, Co-Chair SCWC & Chair, Minto Safe Communities
Alexandra Fournier, Wellington Dufferin Guelph Public Health
Callise Loos, Minto, Mapleton & Wellington North Fire Services
Stephanie Chidlow, Town of Minto
Alyssandra Kent, Community Resource Centre
Will Wycherley, Compass Community Services
Cathy Sweeney, Wellington County Emergency Management
Brittany Boomer, County of Wellington
Kayla Martin, Wellington County Roads Department
Jean Hopkins, Guelph Wellington Drug Strategy
Tasha Grafos, Township of Wellington North
Barb Evoy, Fergus Educational Services
Sarraah Beemer, Equity Lead, Upper Grand District School Board
Marlene Ottens, Mapleton Township
Michael Dehn, Town of Erin
Dawn, Guelph Wellington Paramedic Service
Lisa MacDonald, Centre Wellington
Helen Edwards, Seniors Centre For Excellence
Darren Hale, Upper Grand District School Board
Christine Veit, Safe Communities Wellington County

Regrets: Stephen Thomas, Sarah Bowers-Peter, Sara Bailey, Karen Armstrong, Luisa Artuso, Blaine Burman, Wendy Bieman, Kate Kobbes

1. **Call to Order** – Angelle Eybel called the meeting to order at 9:34 am.

Approval of Minutes – March 20, 2024 - It was Moved by Lisa MacDonald Seconded by Will Wycherley that the minutes of the meeting held March 20, 2024 with amendments, be approved. **CARRIED**

2. **Presentation – Community Resource Centre – Alyssandra Kent**
 - a. **Fantastic Overview of what the Community Resource Centre does and how they contribute to our community. Just like many around the table, they work with a variety of agencies to help Wellington County’s most vulnerable.**

- i. **Emergency Food**
- ii. **Housing Supports**
- iii. **Benevolent Funds**
- iv. **Transportation**

3. New Business

a. SAID DAY 2024 – May 16, 2024

- i. Visiting 3 schools; St James, John F. Ross, Centre Wellington District High School
- ii. Partnering with Hennessey Veit who received a \$500 Road Safety Grant from Parachute Canada. Focus on Impaired Driving and Graduated Licensing Rule. Hennessey created a poster with the rules. If anyone would be interested in receiving a poster for their business, let Christine know.
- iii. OSAID provided giveaways, plus a OSAID banner to display during SAID Day and great tshirts.
- iv. We were also encouraging school to startup their own OSAID chapter.

b. Addendum to 4.5 in Terms of Reference

- i. It was moved by Lisa MacDonald and Seconded by Barb Evoy that the addendum made to the Safe Communities Wellington County Terms of Reference be approved. CARRIED

c. Events and Campaigns at a glance 2024 (Place in your Calendar)

- i. **Harm Reduction Community Conversation – May 16, 2024**
(ii) Overwhelming response – No spots left – Already talking about a second Community Conversation
- ii. **Car Theft Prevention Seminar – May 23, 2024**
- iii. **Lions Home and Leisure Show – May 28, 29, 30, 2024 (Call Out for Volunteers) – Cathy Sweeney & Angelle Eybel**
- iiii. **Minto Safe Kids Day – May 31, 2024**
- v. **Safe Kids Week – June 3– June 9, 2024**
- vi. **National Injury Prevention Day – July 5, 2024**
- vii. **Drowning – Life Jacket and PFD's – Boating and Sailing – June/July Focus**
- viii. **Drug Poisoning Awareness Day – August 22 (MF) & 29 (G)**
- ix. **Safe Communities Day – Thursday, October 3, 2024**
- x. **National Teen Driver Safety Week – October 2024**
- xi. **Falls Prevention Month – November 2024**
- xii. **Festive Ride Campaign – December 2024**

4. Continuing Business

- a. **Lions Quest Workshop**
 - i. We had to postpone the first Workshop because registrations were poor.
 - ii. Excellent workshop. Truly brings back the village in helping kids build their developmental assets. During the workshop you will learn about the 40 developmental assets and leave with action items to make a difference in your community when interacting with young people. Please share the poster with your networks. We are still looking to fill the June 15 Puslinch Workshop.

 - b. Fergus Lions Home & Leisure Show
 - i. We still need volunteers for the booth.
 - ii. We will be focussing on talking about injury prevention and what Safe Communities is all about.
 - iii. We will be running the scavenger hunt once again
 - iv. We will be talking about Safe Kids Week and our upcoming Lions Quest Workshop to attendees.
5. Reports from Safe Communities Groups, Action Groups & Municipalities
- i. **Mapleton Safe Communities Group**
 1. Meeting next week to discuss NIPD
 2. NIPD – July 5 we will be holding another ice cream event, but this year will be larger – Parachute Canada has reached out. Possibly the VP of Parachute will be in attendance
 3. Angelle Eybel has joined Mapleton Safe Communities

 - ii. **Centre Wellington**
 1. NIPD – Ice cream at Victoria Park Seniors Centre
 2. Slips and Falls with Seniors is a big issue with our aging population
 3. Very active residents in CW – Potential to start a Block Parent Group
 4. Resident is very interested in joining Lisa with Safe Communities – Very keen.
 5. A builder is interested in building Seniors accessible town homes and low-rise seniors apartments

 - iii. **Minto Safe Communities Group**

1. **Cyber Safety Awareness Seminar – Last week – 32 in attendance**
2. **Minto Safe Kids Day the group is planning on using the Impaired goggles and make a track at the arena for the plasma cars to navigate with and without the goggles.**
3. **Bike Rodeo will be happening later.**

iv. Mental Wellness Action Group

1. Encompassing all aspects of mental health; Intentional Self Harm, Eating Disorders, Depression, Anxiety, etc.
2. We are ensuring we focus on diversity as a lens for Mental Wellness.

v. Falls Action Group

1. 3 Falls Prevention Kits that will help OT's show patients mobility aids and how to use them – will be showed them at the Active Living Show too.
2. November (Falls Month) – Ask and Expert Panel
3. Demonstration on how to get up from a fall – 2 events coming up.
4. Story from a patient who is able to use the reacher the OT provided her to pull laundry out of the washing machine. Life changing. Couldn't do it before without the aid of the reacher.

vi. Accidental Poisonings

1. **Harm Reduction Day is tomorrow.**
2. **Developing a community response to overdoses**

vii. Motor Vehicle Collision Action Group

1. Radio ads focusing on Impaired and Aggressive Driving will run on The Grand 101.1 for the whole of 2024.
2. Will also share messaging and radio ads to Christine to share on Safe Communities Social Media Pages and to the rest of the LT

viii. Mapleton Fire Services

1. **Minto Safe Kids Day – There will be 750 students in attendances with a number of stakeholders**
2. **The North has combined resources and staff – Minto, Mapleton and Wellington North**

ix. Compass

1. **National Hotline – 988 – Someone is connected to a person within 8 seconds – provided 988 resources to LT to put up in places of work.**
2. **Interpretation Services continues to be an issue. Although google translate isn't perfect, but it does help with trying to communicate.**
3. **Try our Microsoft Translate. Better translation**

x. Emergency Management

1. Attending a variety of shows to spread EM Messaging
 - a. Completed EP Week Last Week
 - b. GET Fire Hall, Safe Help Expo, Touch a Truck, Fergus Lions Home Show, Farm Safety Pancake Breakfast, WN Fireworks, Fall Fairs, etc.
2. Presentations for seniors - promoting Emergency Planning for at least 72 hours – “Be Prepared”
3. Training all 7 municipalities plus Guelph.

xi. Wellington County Roads

1. Kayla is a new employee

xii. Upper Grand District School Board (Darren and Sarrah)

1. New Comers to Palmerston – 10 new families from both Ukraine and Pakistan. – We need to keep in mind when we have events at places of worship, it could be a barrier.
2. Active discussion on hate crimes as we enter into Pride Month
3. What messaging will we include on social media and other outlets to show our support
4. Chirstine to follow The County of Wellington's Communications Plan.
5. Mental Wellness Action Group in support of doing our part!

xiii. Town of Erin

1. Erin Residents Association
2. National Public Works Week, Erin will be running the Touch a Truck Event

xiv. Wellington County OPP

1. Two constables are dedicated to Hate Crimes and Human Trafficking
2. September is Intimate Partner Violence Month – Promoting Healthy Relationships – Honor Violence as well.

6. Leadership Table Meeting Dates for 2024:

- June 19, 2024 @ 9:30 am - Wellington County Museum & Archives
- September 18, 2024 @ 9:30 am - Wellington County Museum & Archives
- November 20, 2024 @ 9:30 am - Wellington County Museum & Archives

7. Thoughts from the floor

8. Adjournment

The Next Leadership Table meeting is scheduled for Wednesday, June 19, 2024 at 9:30 a.m at Wellington County Museum & Archives

** Action Groups and Executive Team meeting at 8:30 am **



TOWNSHIP OF WELLINGTON NORTH

TO: Mayor and Council
DATE: 2024-06-24
MEETING TYPE: Open
SUBMITTED BY: Tammy Pringle, Development Clerk
REPORT #: DEV 2024-016
REPORT TITLE: Consent Application B19-24, Karen Kammer Meier

RECOMMENDED MOTION

THAT the Council of the Corporation of the Township of Wellington North receive Report DEV 2024-016 Consent Application B19-24, Karen Kammer Meier (Severance).

AND THAT Council support this application, subject to the lot line being adjusted to comply with PPS Section 2.3.4.1 c) as per the Planning Report.

AND THAT should the Planning and Land Division Committee approve the consent as proposed on Application B19-24 the following matters are to be addressed as conditions of approval:

- THAT the Owner satisfy all the requirements of the local municipality, financial and otherwise (included but not limited to Taxes paid in Full; a Fee of \$250.00 for Township Clearance Letter of conditions — or whatever fee is applicable at the time of clearance under the municipal Fees and Charges by-law) which the Township of Wellington North may deem to be necessary at the time of issuance of the Certificate of Consent for the proper and orderly development of the subject lands;
- THAT the Owner satisfy the requirements of the Township of Wellington North in reference to parkland dedication consistent with By-Law 011-22;
- THAT the Owner enter into an agreement apportioning any future maintenance costs on any municipal drain impacted by the application, and the owner shall provide a \$500.00 deposit to cover the cost of the re-apportionment if it is determined there are municipal drains impacted by the application and a \$250.00 fee for the Drainage Superintendent's review of the application to determine status of any drain;
- THAT the Owner obtain a Road Entrance Permit including payment of all applicable fees and charges and installation of a field entrance access on the west side of the retained land to the satisfaction of the Township of Wellington North;

- THAT the Owner remove all barns, sheds and feed storage bins, including existing foundations, and the site left in a graded level condition to the satisfaction of the Township;
- THAT the proposed property line be amended so that the large agricultural building remains on the retained agricultural lands;
- THAT the retained parcel be rezoned to prohibit residential development to the satisfaction of the local municipality and the County of Wellington Planning and Development Department; and
- THAT zoning compliance be achieved to the satisfaction of the Township of Wellington North.

AND FURTHER THAT Council authorizes the Development Clerk to file with the Secretary-Treasurer of the Planning and Land Division Committee at the County of Wellington, a letter of clearance of these conditions on completion of same.

PREVIOUS REPORTS/BY-LAWS/RESOLUTIONS

N/A

BACKGROUND

The subject property is located in the south/east quadrant of the Township, south of Line 2 and east of Wellington Road 16. It is known as Part Lots 10 & 11, Concession 2, with a civic address of 8449 Line 2.

Proposed severance is 2.1 hectares with 56.3m frontage, existing and proposed rural residential use with existing dwelling and shed.

Retained parcel is 34.1 hectares with 240.8m frontage, existing and proposed agricultural use. Existing 2 sheds to be demolished.

ANALYSIS

This application has been reviewed in accordance with the *Planning Act, R.S.O. 1990*. Staff are advising the above recommendations.

CONSULTATION

Staff have consulted with the Building, Planning & Development Department, Infrastructure Department, Environmental Services and Transportation Services in the Township as well as the County of Wellington, Planning and Development Department on its behalf.

FINANCIAL CONSIDERATIONS

The municipality will realize \$250.00 in clearance fee and parkland dedication consistent with By-law No. 011-22.

ATTACHMENTS

DEV 2024-016 **APPENDIX A** – Severance Sketch No. 24-9972 (2 pages)
Prepared by Greg Ford at Wilson-Ford Surveying & Engineering, dated May 8, 2024

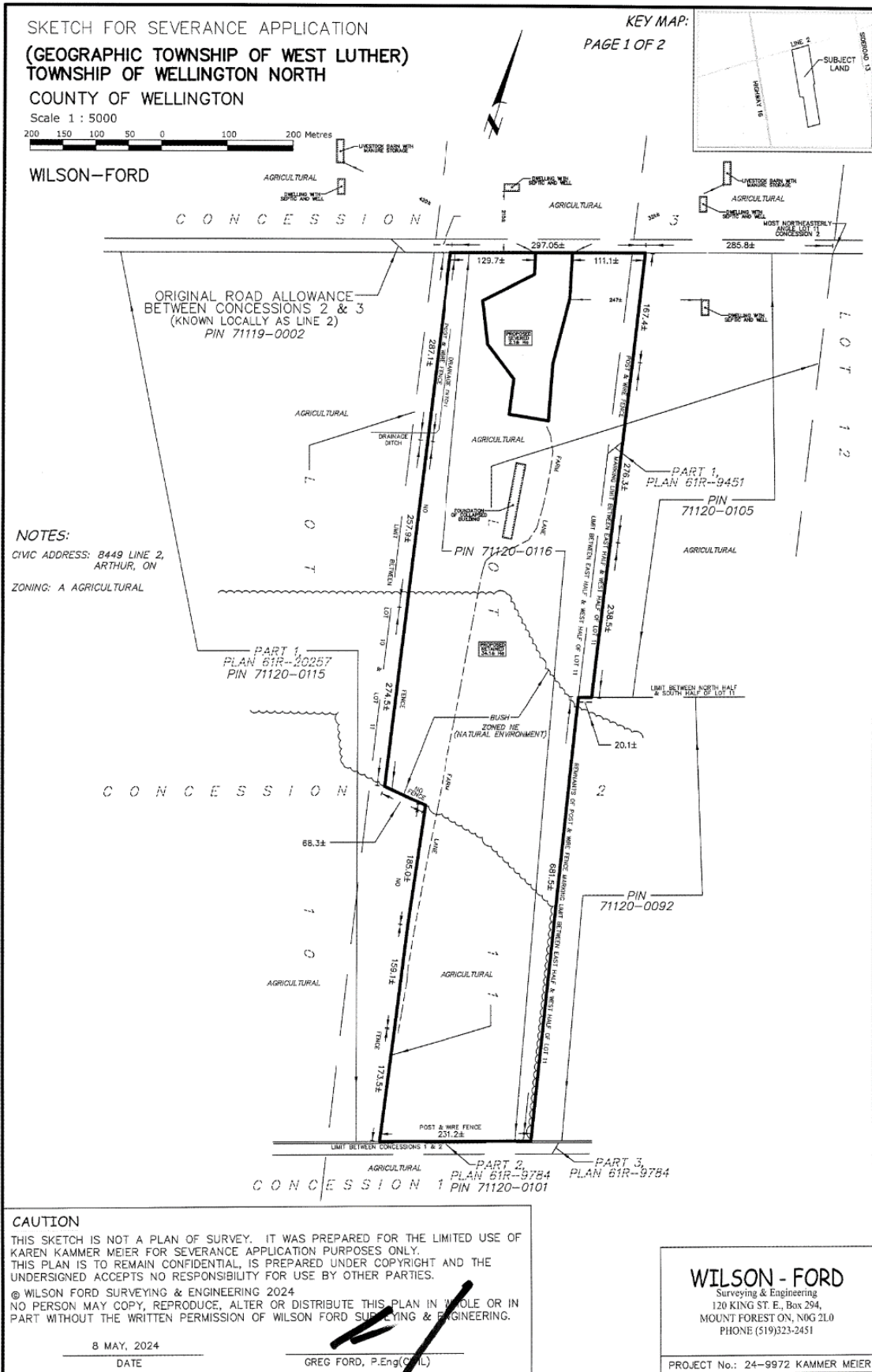
DEV 2024-016 **APPENDIX B** – Aerial View of Subject Lands

DEV 2024-016 **APPENDIX C** – Planning Report
Dated June 14, 2024, Asavari Jadhav, Planner, Planning and Development Department,
County of Wellington

STRATEGIC PLAN 2024

- Shape and support sustainable growth
How:
- Deliver quality, efficient community services aligned with the Township’s mandate and capacity
How:
- Enhance information sharing and participation in decision-making
How:
- N/A Core-Service

Approved by: Brooke Lambert, Chief Administrative Officer

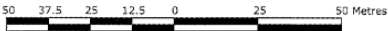


SKETCH FOR SEVERANCE APPLICATION

PAGE 2 OF 2

(GEOGRAPHIC TOWNSHIP OF WEST LUTHER)
TOWNSHIP OF WELLINGTON NORTH
COUNTY OF WELLINGTON

Scale 1 : 1250



WILSON-FORD

NOTES:

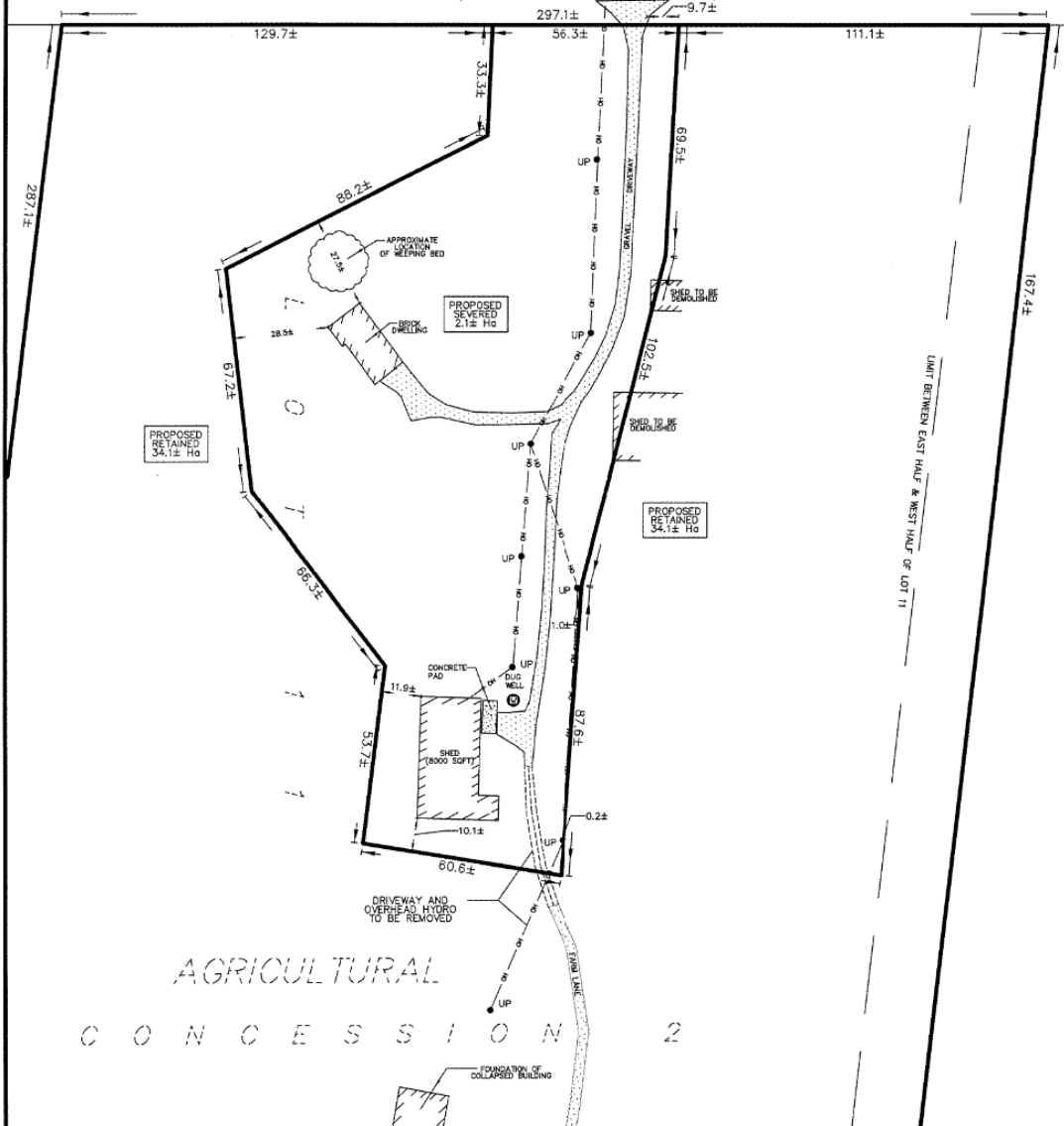
CIVIC ADDRESS: 8449 LINE 2,
ARTHUR, ON

ZONING: A AGRICULTURAL

ZONING: A (AGRICULTURAL)			
	PRESCRIBED	SEVERED	RETAINED
MIN FRONTAGE	122.0m	56.3±m	240.8±m
MIN AREA	35.0Ha	2.1±Ha	34.1±Ha
FRONT YARD, MIN	18.3m		
INT SIDE YARD, MIN	3.0m	11.9±m (SHED) 27.5±m (DWELLING)	
REAR YARD, MIN	3.0m	10.1±m (SHED)	

C O N C E S S I O N 3

ORIGINAL ROAD ALLOWANCE BETWEEN CONCESSIONS 2 & 3
(KNOWN LOCALLY AS LINE 2)



AGRICULTURAL

C O N C E S S I O N 2

CAUTION

THIS SKETCH IS NOT A PLAN OF SURVEY. IT WAS PREPARED FOR THE LIMITED USE OF KAREN KAMMER MEIER FOR SEVERANCE APPLICATION PURPOSES ONLY. THIS PLAN IS TO REMAIN CONFIDENTIAL, IS PREPARED UNDER COPYRIGHT AND THE UNDERSIGNED ACCEPTS NO RESPONSIBILITY FOR USE BY OTHER PARTIES.

© WILSON FORD SURVEYING & ENGINEERING 2024

NO PERSON MAY COPY, REPRODUCE, ALTER OR DISTRIBUTE THIS PLAN IN WHOLE OR IN PART WITHOUT THE WRITTEN PERMISSION OF WILSON FORD SURVEYING & ENGINEERING.

8 MAY, 2024

DATE

GREG FORD, P.Eng(CIVIL)

WILSON - FORD

Surveying & Engineering
120 KING ST. E., Box 294,
MOUNT FOREST ON, N0G 2L0
PHONE (519)323-2451

PROJECT No.: 24-9972 KAMMER MEIER



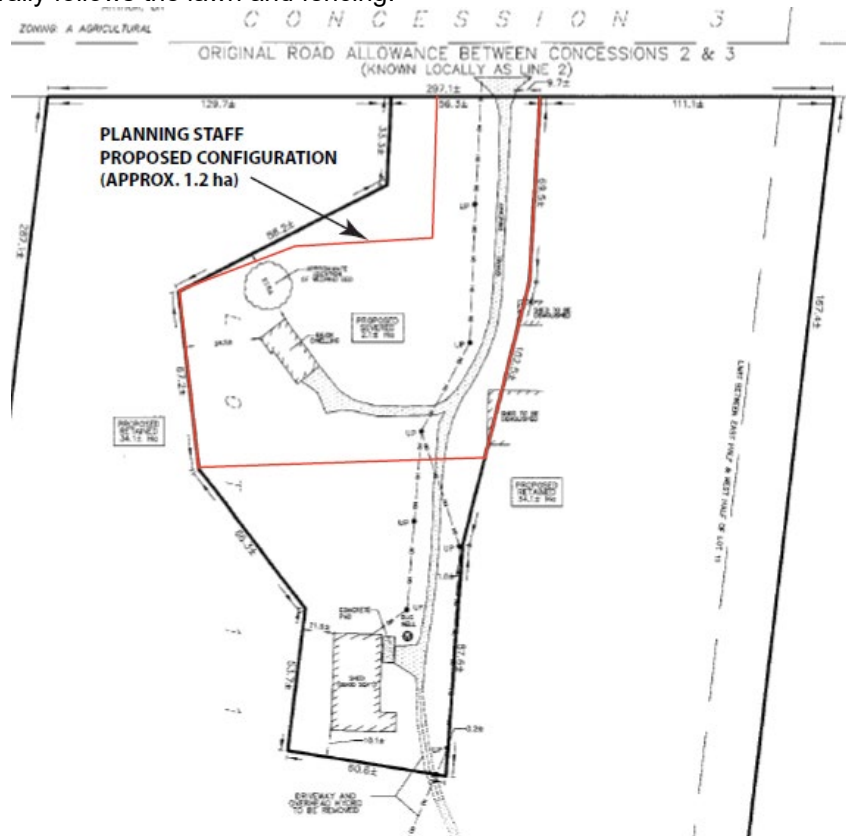


Planning and Development Department | County of Wellington
 County Administration Centre | 74 Woolwich Street | Guelph ON N1H 3T9
 T 519.837.2600 | F 519.823.1694

Application	B19/24
Location	Part Lots 10 & 11, Concession 2
Applicant/Owner	TOWNSHIP OF WELLINGTON NORTH (West Luther) Karen Kammer Meier

PRELIMINARY PLANNING OPINION: This application would sever a 2.1 ha (5.1 ac) rural residential parcel with an existing dwelling and drive shed. A 34.1 ha (84.26 ac) agricultural parcel will be retained for existing and proposed agricultural uses. All other silos, barns and sheds on the retained parcel have been or will be demolished. This application has been submitted under the surplus farm dwelling policies. The well that serves the existing dwelling would be located on the severed parcel. Therefore, this application also proposes an easement over the retained parcel in favour of the severed parcel for well access.

Planning staff are supportive of the severance application, in principle; however, staff would prefer to see the severed parcel reduced in size and the large existing driveshed remain with the farm parcel. Planning staff have proposed a revised lot configuration shown below that is approximately 1.2 ha in size and generally follows the lawn and fencing.



Subject to the Committee being satisfied, we have no concerns provided the following matters are addressed as conditions of approval:

- That driveway access can be provided to the retained parcel to the satisfaction of the appropriate road authority;
- That the retained parcel be rezoned to prohibit residential development to the satisfaction of the local municipality and the County of Wellington Planning and Development Department;
- That servicing on the severed parcel can be accommodated to the satisfaction of the local municipality.
- That the existing buildings and the building foundations to be removed to the satisfaction of the local municipality; and
- That zoning compliance be achieved to the satisfaction of the local municipality.

PLACES TO GROW: No issues.

PROVINCIAL POLICY STATEMENT (PPS): Section 2.3.4.1 states “Lot creation in prime agricultural areas is discouraged and may only be permitted for:

- a) Agricultural uses, provided lots are of a size appropriate for the type of agricultural use(s) common in the area and are sufficiently large to maintain flexibility for future changes in the type or size of agricultural operations;
- b) Agricultural-related uses, provided that any new lots will be limited to a minimum size needed to accommodate the use an appropriate sewage and water services;
- c) a residence surplus to a farming operation as a result of farm consolidation, provided that
 - a. the new lot will be limited to a minimum size needed to accommodate the use and appropriate sewage and water services; and
 - b. the planning authority ensures that new residential dwellings are prohibited on any remnant parcel of farmland created by the severance. The approach used to ensure that no new residential dwellings are permitted on the remnant parcel may be recommended by the Province, or based on municipal approaches which achieve the same objective; and
- d) Infrastructure, where the facility or corridor cannot be accommodated through the use of easements or right-of-ways.”

WELLINGTON COUNTY OFFICIAL PLAN: The subject property is designated PRIME AGRICULTURAL, CORE GREENLANDS and GREENLANDS. Identified features include Significant Wooded Areas and GRCA regulated Wetlands. According to Section 10.3.4, a severance may be considered for an existing residence that is surplus to a farming operation as a result of farm consolidation, provided that:

- a) the remaining vacant farmland is large enough to function as a significant part of the overall farm unit; and
- b) the result of removing the surplus dwelling from the farm does not render the remaining farmlands difficult or inefficient to farm; and
- c) the amount of good farmland retained with the surplus house is kept to a minimum size needed for residential purposes, taking into consideration environmental and topographic features; and
- d) the surplus residence is habitable and is not expected to be demolished by a future owner; and
- e) the Minimum Distance Separation formula will be met; and
- f) the vacant parcel of farmland is rezoned to prohibit a residential use.

The intention of this policy is to allow farmers to reduce their costs of acquiring additional farm parcels, where the impact on existing and future farm operations can be kept to a minimum.”

With respect to the above criteria, we are satisfied that this application conforms to criteria a), b), d) and e). Item f) can be addressed as a condition of approval.

Further with respect to Item c) planning staff have concerns that the proposed residential lot area is too large. Planning staff would prefer that the severed parcel be reduced in size to a lot area needed to accommodate the existing dwelling, servicing and driveway (approximately 1.2 ha). This would align with County Official Plan Section 10.3.4 (c).

In terms of the overall farm operation, the applicant has provided a farm information form which includes a list of other farm holdings operated by Karen Kammer Meir which demonstrates that this application would constitute a farm consolidation.

The matters under section 10.1.3 were also considered.

WELL HEAD PROTECTION AREA: The subject lands are not located within a Well Head Protection Area.

LOCAL ZONING BY-LAW: The subject property is currently zoned Agricultural (A) and Natural Environment (NE). The proposed severed and retained parcels meet the minimum required lot frontage and area requirements. As part of the surplus farm severance policies a standard condition is recommended to rezone the retained parcel to prohibit future residential uses.

The application sketch submitted indicates that the existing driveshed of 743.22 m² (8,000 ft²) in size is proposed to remain on the severed parcel. If included on the residential lot a maximum of 464.5 m² (5,000 ft²) is permitted. Therefore, a condition for zoning compliance has been added. However, if the driveshed is to be included on the agricultural parcel, it will be in compliance of the Township zoning by-law.

SITE VISIT INFORMATION: The subject property was visited and photographed on May 01, 2024. Notice Cards were posted, and the survey sketch appears to meet the application requirements. 037



Asavari Jadhav
Planner
June 14, 2024



TOWNSHIP OF WELLINGTON NORTH

TO: Mayor and Council
 DATE: 2024-06-24
 MEETING TYPE: Open
 SUBMITTED BY: Tammy Pringle, Development Clerk
 REPORT #: DEV 2024-017
 REPORT TITLE: Consent Application B43-24, Beverly Gibson

RECOMMENDED MOTION

THAT the Council of the Corporation of the Township of Wellington North receive Report DEV 2024-017 Consent Application B43-24, Beverly Gibson (Severance).

AND THAT Council support consent application B43-24 as presented by County Planning Staff with the following conditions:

- THAT the Owner satisfy all the requirements of the local municipality, financial and otherwise (included but not limited to Taxes paid in Full; a Fee of \$250.00 for Township Clearance Letter of conditions — or whatever fee is applicable at the time of clearance under the municipal Fees and Charges by-law) which the Township of Wellington North may deem to be necessary at the time of issuance of the Certificate of Consent for the proper and orderly development of the subject lands;
- THAT the Owner satisfy the requirements of the Township of Wellington North in reference to parkland dedication consistent with By-Law 011-22;
- THAT the Owner confirms location of the existing water service, sanitary sewer and storm sewer service by utility locates including field line painting and electronic copy on private property for the retained lot to ensure it is entirely within the retained lands; And further that servicing be provided to the retained lot to the satisfaction of the Township.
- THAT driveway access can be provided to the retained and severed lands to the satisfaction of the Township of Wellington North; and
- THAT zoning compliance be achieved to the satisfaction of the local municipality

AND FURTHER THAT Council authorizes the Development Clerk to file with the Secretary-Treasurer of the Planning and Land Division Committee at the County of Wellington, a letter of clearance of these conditions on completion of same.

PREVIOUS REPORTS/BY-LAWS/RESOLUTIONS

N/A

The subject property is located in the north/east quadrant of the Town of Mount Forest. It is south of Durham St. E. on the east of Egremont St. N. It is known as Part Lots 2 & 3, E Egremont St, Plan Town of Mount Forest, with a civic address of 240 Egremont St. N.

Proposed severance is 1198.1 square metres with 12m frontage, vacant land for proposed urban residential use.

Retained parcel is 476 square metres with 13m frontage, existing and proposed urban residential use with existing dwelling.

ANALYSIS

This application has been reviewed in accordance with the *Planning Act, R.S.O. 1990*. Staff are advising the above recommendations.

CONSULTATION

Staff have consulted with the Building, Planning & Development Department, Infrastructure Department, Environmental Services and Transportation Services in the Township as well as the County of Wellington, Planning and Development Department on its behalf.

FINANCIAL CONSIDERATIONS

The municipality will realize \$250.00 in clearance fee and parkland dedication consistent with By-law No. 011-22.

ATTACHMENTS

DEV 2024-017 **APPENDIX A** – Severance Sketch No. 23-9923 (2 pages)
Prepared by Greg Ford at Wilson-Ford Surveying & Engineering, dated May 31, 2024

DEV 2024-017 **APPENDIX B** – Aerial View of Subject Lands

DEV 2024-017 **APPENDIX C** – Planning Report
Dated June 14, 2024, Jessica Rahim, Senior Planner, Planning and Development Department, County of Wellington

STRATEGIC PLAN 2024

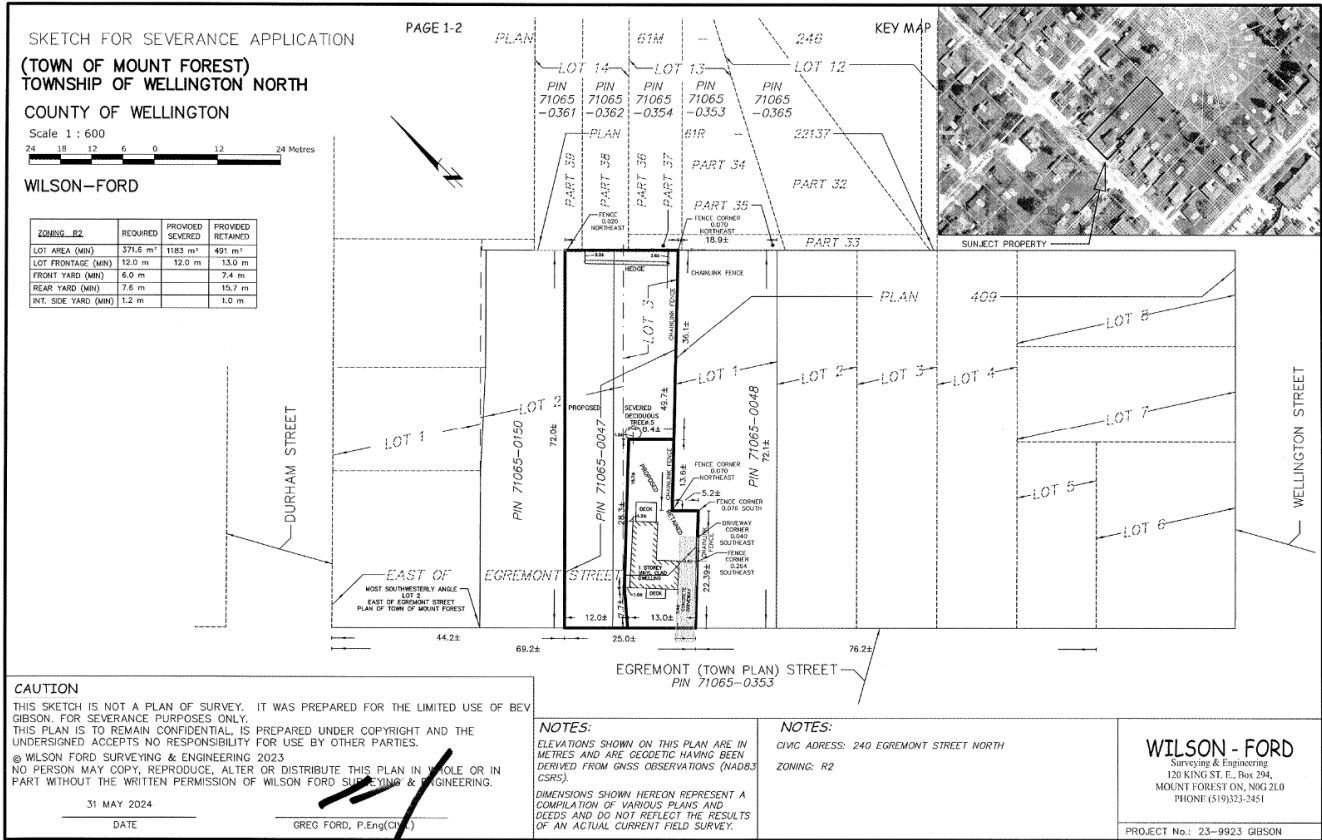
- Shape and support sustainable growth
How:
- Deliver quality, efficient community services aligned with the Township's mandate and capacity
How:
- Enhance information sharing and participation in decision-making
How:

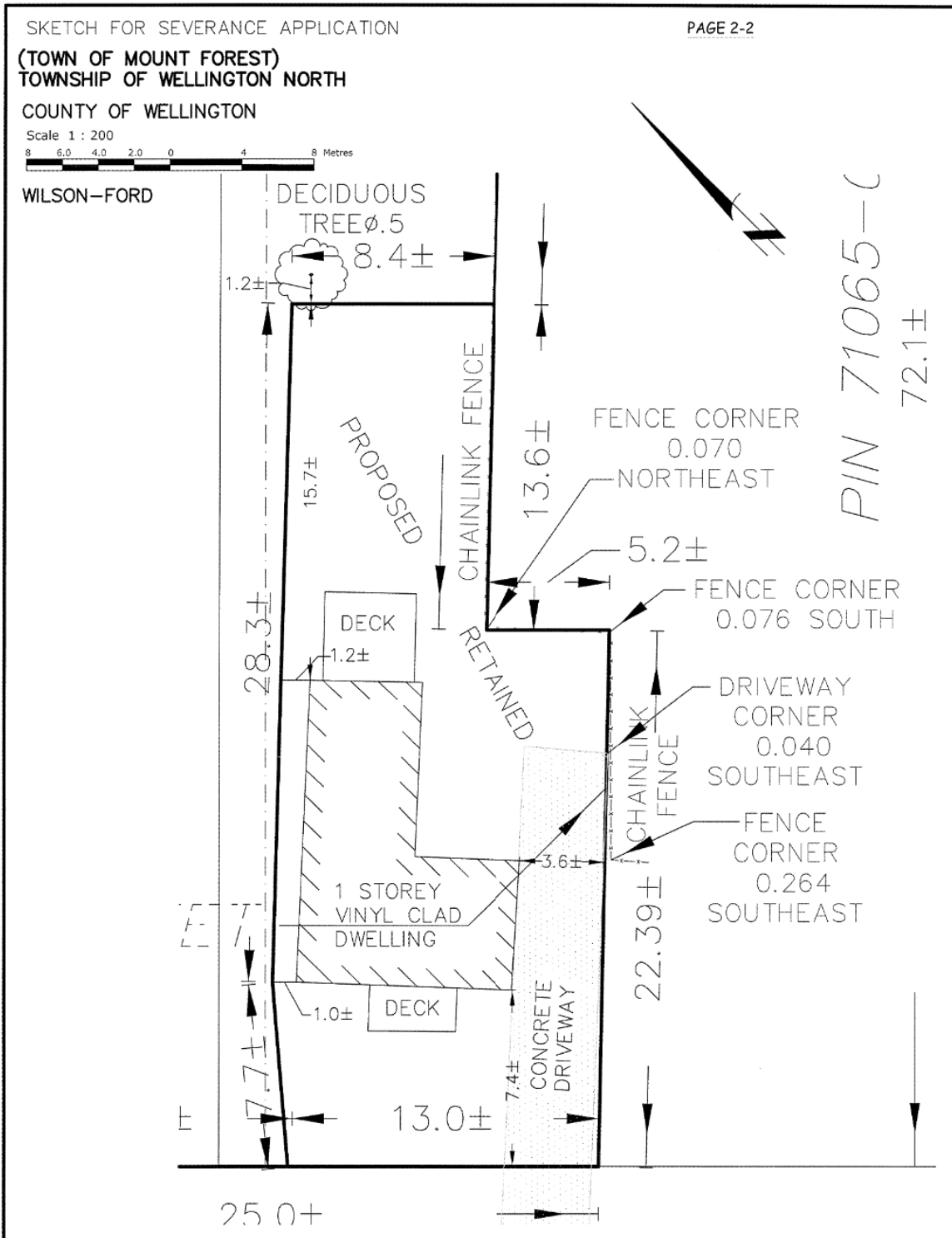
N/A Core-Service

Approved by: Brooke Lambert, Chief Administrative Officer

APPENDIX A – Severance Sketch (1)

041





CAUTION

THIS SKETCH IS NOT A PLAN OF SURVEY. IT WAS PREPARED FOR THE LIMITED USE OF BEV GIBSON. FOR SEVERANCE PURPOSES ONLY. THIS PLAN IS TO REMAIN CONFIDENTIAL, IS PREPARED UNDER COPYRIGHT AND THE UNDERSIGNED ACCEPTS NO RESPONSIBILITY FOR USE BY OTHER PARTIES.

© WILSON FORD SURVEYING & ENGINEERING 2023
NO PERSON MAY COPY, REPRODUCE, ALTER OR DISTRIBUTE THIS PLAN IN WHOLE OR IN PART WITHOUT THE WRITTEN PERMISSION OF WILSON FORD SURVEYING & ENGINEERING.

31 MAY 2024

DATE

GREG FORD, P.Eng(C.S.L.)

NOTES:

ELEVATIONS SHOWN ON THIS PLAN ARE IN METRES AND ARE GEODETIC HAVING BEEN DERIVED FROM GNSS OBSERVATIONS (NAD83 CSRS).

DIMENSIONS SHOWN HEREON REPRESENT A COMPILATION OF VARIOUS PLANS AND DEEDS AND DO NOT REFLECT THE RESULTS OF AN ACTUAL CURRENT FIELD SURVEY.

NOTES:

CIVIC ADDRESS: 240 EGREMONT STREET NORTH
ZONING: R2

WILSON - FORD
Surveying & Engineering
120 KING ST. E., Box 294,
MOUNT FOREST ON, N0G 2L0
PHONE (519)323-2451

PROJECT No.: 23-9923 GIBSON





Planning and Development Department | County of Wellington
 County Administration Centre | 74 Woolwich Street | Guelph ON N1H 3T9
 T 519.837.2600 | F 519.823.1694

Application	B43/24
Location	Part Lots 2 and 3, E Egremont St Plan Town of Mount Forest TOWNSHIP OF WELLINGTON NORTH (Mount Forest)
Applicant/Owner	Beverly Gibson

PLANNING OPINION: This application would sever a 1,183 sq m (0.29 ac) vacant residential lot in the Primary Urban Centre of Mount Forest. The retain parcel is approximately 491 sq m (0.12 ac) in size with an existing dwelling.

Planning Staff is of the opinion that overall the proposed application is consistent with Provincial Policy and generally conforms to the Official Plan. Planning Staff however would prefer to see a reconfiguration to eliminate the flag shaped lot and have two similar size and shape lots.

The following matters should be addressed as conditions of approval:

- That servicing can be accommodated on the severed lands to the satisfaction of the local municipality;
- That driveway access can be provided to the severed lands to the satisfaction of the of the appropriate road authority; and
- That zoning compliance be achieved to the satisfaction of the local municipality.

A PLACE TO GROW: No issues.

PROVINCIAL POLICY STATEMENT (PPS): The subject property is located within the Primary Urban Centre of Mount Forest. Section 1.1.3.1 states that settlement areas shall be the focus of growth and development.

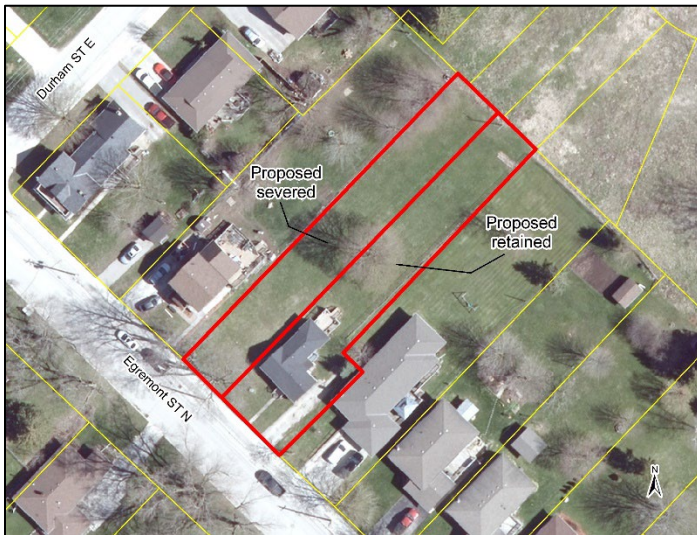
WELLINGTON COUNTY OFFICIAL PLAN: The subject property is designated RESIDENTIAL and located within the Primary Urban Centre of Mount Forest within the County of Wellington Official Plan.

Urban Centres are expected to provide a full range of land use opportunities, including residential uses of various types and densities. Section 10.6.1 identifies that, 'new lots may be created in primary urban centres provided that the land will be appropriately zoned'.

The matters under Section 10.1.3 were also considered including "a) that any new lots will be consistent with official plan policies and zoning regulations", item b) "that all lots can be adequately serviced with water, sewage disposal...". item l) "that the proposed lots and uses are compatible with and designed to minimize adverse impacts on surrounding uses" and item m) "that all new lots shall have logical lot lines given existing lot patterns in the area, natural and human-made features and other appropriate considerations".

Regarding item m), Planning staff are recommending that the proposed new lot line extends to the rear lot line to eliminate the proposed severed flag shaped lot. (see figure 1). The proposed new lot is within an established neighbourhood in Mount Forest and planning staff are recommending the proposed lots to be similar in size and shape to the existing lot patterns in the area.

Figure 1: proposed lot reconfiguration:

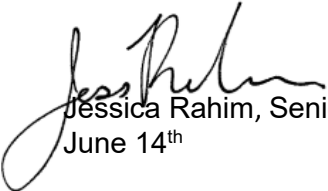


WELL HEAD PROTECTION AREA: The subject property is located within Wellhead Protection Area B with a vulnerability score of 8.

LOCAL ZONING BY-LAW: The subject property is currently zoned Medium Density Residential (R2). The R2 zone permits a range of uses including single, semi, duplex, triplex, fourplex and street townhouses. Both the severed and retained lot meet the minimum lot area and frontage requirements for a single detached dwelling.

Planning staff note that the interior side yard setback for the existing dwelling on the retained parcel is 1.0 m, whereas the By-law permits an interior side yard setback of 1.2 m. A condition requiring zoning compliance has been proposed to recognize the reduced side yard setback.

SITE VISIT INFORMATION: The subject property was visited and photographed on May 28th, 2024. The applicant provided proof of notice cards posted on June 7th, 2024. The survey sketch appears to meet the application requirements.


 Jessica Rahim, Senior Planner
 June 14th



TOWNSHIP OF WELLINGTON NORTH

TO: Mayor and Council
DATE: 2024-06-24
MEETING TYPE: Open
SUBMITTED BY: Tammy Pringle, Development Clerk
REPORT #: DEV 2024-018
REPORT TITLE: Consent Application B45-24, Laverne & Erma Weber

RECOMMENDED MOTION

THAT the Council of the Corporation of the Township of Wellington North receive Report DEV 2024-018 Consent Application B45-24, Laverne & Erma Weber (Severance).

AND THAT Council support this application, subject to the lot line being adjusted to comply with the PPS and Official Plan policies regarding the mineral aggregate area.

AND THAT should the Planning & Land Division Committee approve the consent as proposed on Application B45-24, the following matters are to be addressed as conditions of approval:

- THAT the Owner satisfy all the requirements of the local municipality, financial and otherwise (included but not limited to Taxes paid in Full; a Fee of \$250.00 for Township Clearance Letter of conditions — or whatever fee is applicable at the time of clearance under the municipal Fees and Charges by-law) which the Township of Wellington North may deem to be necessary at the time of issuance of the Certificate of Consent for the proper and orderly development of the subject lands;
- THAT the Owner satisfy the requirements of the Township of Wellington North in reference to parkland dedication consistent with By-Law 011-22;
- THAT the Owner enter into an agreement apportioning any future maintenance costs on any municipal drain impacted by the application, and the owner shall provide a \$500.00 deposit to cover the cost of the re-apportionment if it is determined there are municipal drains impacted by the application and a \$250.00 fee for the Drainage Superintendent's review of the application to determine status of any drain;
- THAT driveway access can be provided to the retained and severed lands to the satisfaction of the Township of Wellington North; and
- THAT the Owner deed to the Township daylight triangles, 9.0m x 9.0 m, as described in the Municipal Servicing Standards of corner lots that are adjacent to municipal roads;

AND FURTHER THAT Council authorizes the Development Clerk to file with the Secretary-Treasurer of the Planning and Land Division Committee at the County of Wellington, a letter of clearance of these conditions on completion of same.

PREVIOUS REPORTS/BY-LAWS/RESOLUTIONS

N/A

BACKGROUND

The subject properties are located in the north/east quadrant of the Township. They are south of Sideroad 2 E. and span between Concession 4 N and Concession 6 N. They are known as N Part Lot 4, Concession 6 and Lot 4, Concession 5, in the former Arthur Township.

Proposed severance is 61.7 hectares with 922.8m frontage, existing and proposed agricultural use.

Retained parcel #1 is 41.1 hectares with 263.1m frontage, existing and proposed agricultural use with dwelling, shed/garage & 2 barns with manure storage.

Retained #2 is 21.4 hectares with 435.4m frontage, existing and proposed agricultural and gravel pit.

ANALYSIS

This application has been reviewed in accordance with the *Planning Act, R.S.O. 1990*. Staff are advising the above recommendations.

CONSULTATION

Staff have consulted with the Building, Planning & Development Department, Infrastructure Department, Environmental Services and Transportation Services in the Township as well as the County of Wellington, Planning and Development Department on its behalf.

FINANCIAL CONSIDERATIONS

The municipality will realize \$250.00 in clearance fee and parkland dedication consistent with By-law No. 011-22.

ATTACHMENTS

DEV 2024-018 **APPENDIX A** – Severance Sketch No. 24-9978
Prepared by Greg Ford at Wilson-Ford Surveying & Engineering, dated April 30, 2024

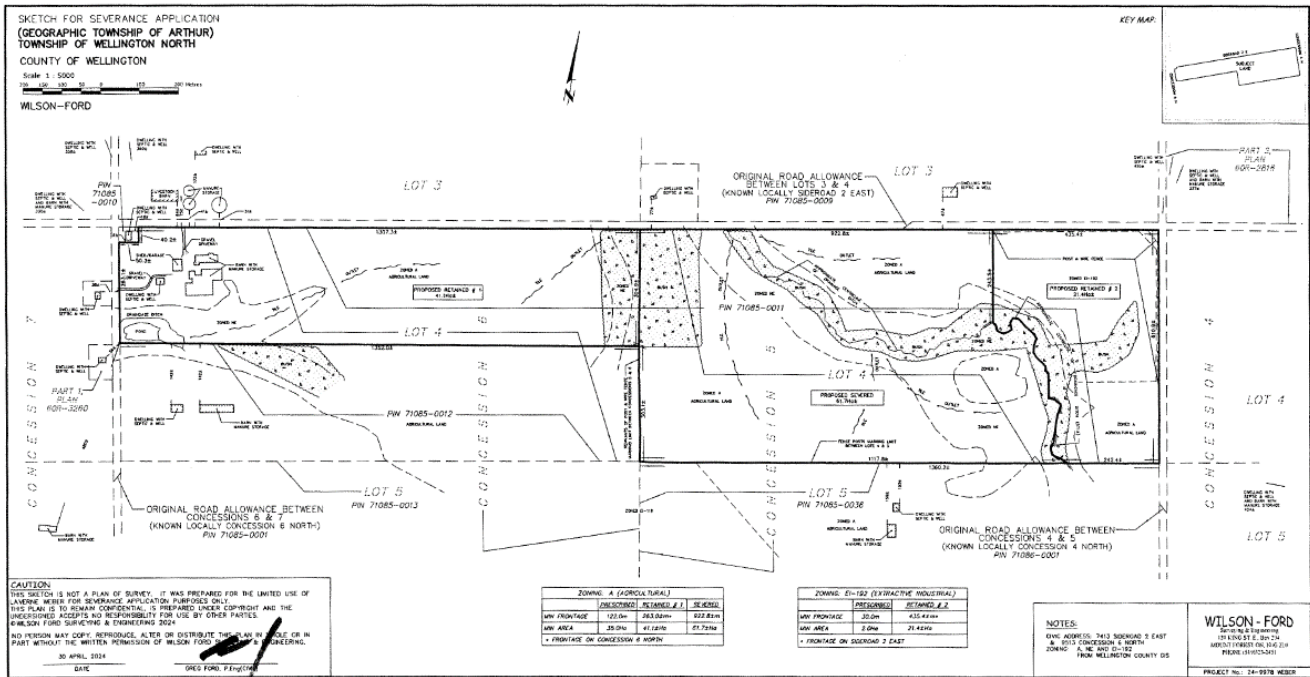
DEV 2024-018 **APPENDIX B** – Aerial View of Subject Lands

DEV 2024-018 **APPENDIX C** – Planning Report
Dated June 14, 2024, Jessica Rahim, Senior Planner, Planning and Development Department, County of Wellington

STRATEGIC PLAN 2024

- Shape and support sustainable growth
How:
- Deliver quality, efficient community services aligned with the Township's mandate and capacity
How:
- Enhance information sharing and participation in decision-making
How:
- N/A Core-Service

Approved by: Brooke Lambert, Chief Administrative Officer







Planning and Development Department | County of Wellington
 County Administration Centre | 74 Woolwich Street | Guelph ON N1H 3T9
 T 519.837.2600 | F 519.823.1694

Application | B45/24
Location | Part Lot 4, Concession 6
 TOWNSHIP OF WELLINGTON NORTH (Arthur Township)
Applicant/Owner | Laverne and Erma Weber

PRELIMINARY PLANNING OPINION: This application proposes to sever a vacant agricultural lot and have two retained lots, one for proposed agriculture uses (retained #1) with an existing dwelling, shed, two barns and a manure storage, and a proposed mineral aggregate lot (retained #2) with an existing licensed gravel pit as follows:

Parcel ID	Lot Area	Frontage
Severed	61.7 ha (152.4 ac)	922.8 m (3027.5 ft)
Retained (1)	41.1 ha (101.5 ac)	263.1 m (863.1 ft)
Retained (2)	21.4 ha (52.8 ac)	435.4 m (1428.4 ft)

The subject lands are approximately 124.2 ha (307 ac) as a result of the lands merging on title. The applicants are proposing to re-establish the three parcels, but also taking into consideration the existing aggregate pit on the lands. Planning Staff have recommended two alternative options that would comply with both the PPS and Official Plan lot creation policies.

Staff would recommend that the Committee give consideration to the recommended reconfigured lot. This is to ensure that the PPS and Official Plan policies are met.

If this application is approved, we would request that the following be made conditions of approval:

- a) That driveway access can be provided to the severed lands to the satisfaction of the appropriate road authority; and
- b) That any concerns of the conservation authority can be adequately addressed.

PLACES TO GROW: The Growth Plan for the Greater Golden Horseshoe, 2020, came into effect on August 28, 2020.

The subject property contains a Key Hydrologic Feature (permanent stream). Section 4.2.3 does not permit development within a key hydrogeological feature. Further, per Section 4.2.4, the proposed retained parcel is required to maintain a minimum 30 m vegetative protection zone from the feature, whereas a 0 m setback has been provided.

As per section 4.2.4.1 “outside settlement areas, a proposal for new development or site alteration within 120 metres of a key natural feature within the Natural Heritage System for the Growth Plan or a key hydrologic feature will require a natural heritage evaluation or hydrologic evaluation that identifies a vegetative protection zone which:

- a) is of sufficient width to protect the key natural heritage feature or key hydrologic feature and its functions from the impacts of the proposed change;
- b) is established to achieve and be maintained as natural self-sustaining vegetation; and
- c) for key hydrologic features, fish habitat, and significant woodlands, is no less than 30 metres measured from the outside boundary of the key natural heritage feature or key hydrologic feature.

The proposed severance of Retained (2) does not maintain the required 30 metre vegetative protection zone and therefore does not conform with the policies of the Growth Plan.

PROVINCIAL POLICY STATEMENT (PPS): New lots in the Prime Agricultural Area are discouraged and may only be permitted in the specific circumstances described in Section 2.3.4.1 including for agricultural uses, provided that the lots are of a size appropriate for the type of agricultural use(s) common in the area and are

sufficiently large to maintain flexibility for future changes in the type or size of agricultural operations' (Section 2.3.4.1.a).

Regarding Minimum Distance Separation, the MDS Guidelines recognize that where a larger lot is created without an existing dwelling, a suitable location must be identified for a 0.5 ha building envelope outside of the MDS I setback. Given the size of the severed parcel, planning staff are satisfied that there is sufficient space to site a 0.5 hectare building envelope for the severed parcel.

The proposed retained #2 parcel is smaller in size and a portion is zoned Agricultural which permits a dwelling, therefore MDS was considered for this parcel. The applicants provided Farm Data Sheets for barns located at 9471 Concession 4 N, 9462 Concession 4 N, 7552 Sideroad 2 E and 9531 Concession 6 N. Planning staff are satisfied that MDS is met.

WELLINGTON COUNTY OFFICIAL PLAN: The subject property is designated PRIME AGRICULTURAL, CORE GREENLANDS, GREENLANDS, and MINERAL AGGREGATE AREA (Stack Pit). The identified environmental features include Hazard Lands regulated by Saugeen Valley Conservation Authority and Significant Wooded Area.

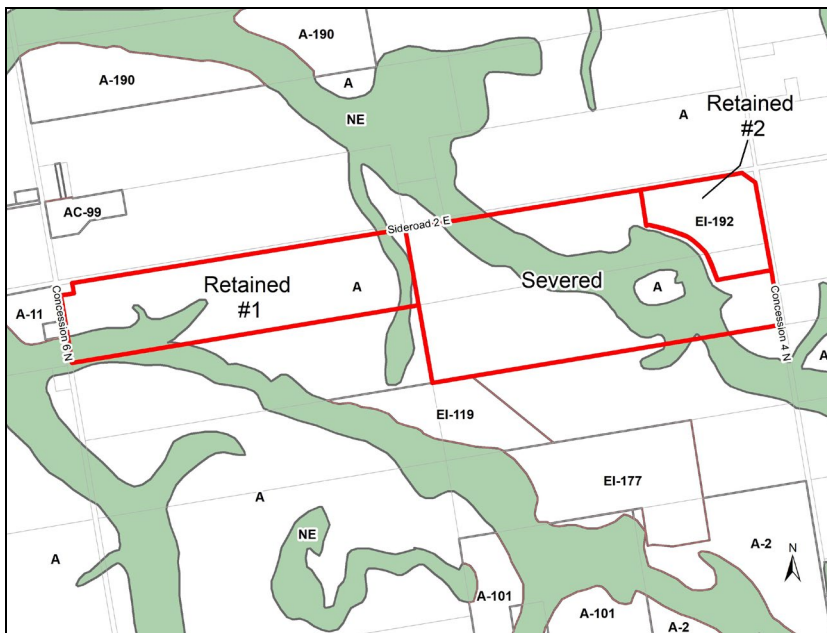
According to Section 10.3.2, "New lots for agricultural operations shall be of a size appropriate for the type of agricultural use(s) common in the area and sufficiently large to maintain flexibility for future changes in the type or size of agricultural operations. New agricultural lots will normally be a minimum of 35 hectares in size; New agricultural lots may include lands in the Greenlands System where necessary to provide logical lot lines, provided that suitable building envelopes and new access routes are available outside of, and a suitable distance from, Core Greenlands and Greenlands features".

According to Section 10.5.2, "A new lot may be allowed in a Mineral Aggregate Area to provide for the development of a mineral aggregate area provided that the lands will be appropriately zoned to allow the use".

The matters under Section 10.1.3 were also considered. Specifically, item j) "that natural resources such as agricultural lands and mineral aggregate would not be affected adversely" and item m) "that all new lots shall have logical lot lines given existing lot patterns in the area, natural and human-made features and other appropriate considerations".

Regarding item m), Planning staff recommend that the proposed Retained #2 parcel is reconfigured to be in line with the aggregate licensed area on the subject lands (see figure 1). This will maintain appropriate setbacks to the features on the property and better reflect the mineral aggregate lot creation policies. The applicants could also consider severing the lands back to the original 40ha farm parcels, which would be in accordance with the farm split lot creation policies.

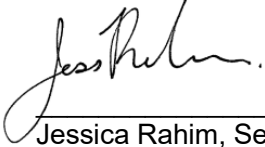
Figure 1: reconfigured lot line suggestion 1



WELL HEAD PROTECTION AREA: The subject lands are not located within a Well Head Protection Area.

LOCAL ZONING BY-LAW: The subject property is currently zoned Agricultural (A), Natural Environment (NE), and Extractive Industrial (EI-192). The proposed severed and retained parcels meet the minimum lot area and frontage requirements of the Zoning By-law.

SITE VISIT INFORMATION: The subject property was visited and photographed on June 11th, 2024. Notice cards were posted, and the survey sketch appears to meet the application requirements.



Jessica Rahim, Senior Planner
June 14th, 2024



TOWNSHIP OF WELLINGTON NORTH

TO: Mayor and Council
 DATE: 2024-06-24
 MEETING TYPE: Open
 SUBMITTED BY: Tammy Pringle, Development Clerk
 REPORT #: DEV 2024-019
 REPORT TITLE: TBM HOLDCO LTD. AMENDING SITE PLAN AGREEMENT

RECOMMENDED MOTION

THAT the Council of the Corporation of the Township of Wellington North receive for information Report DEV 2024-019 regarding the final approval of the TBM HOLDCO Ltd. Amending Site Plan Control Agreement.

PREVIOUS REPORTS/BY-LAWS/RESOLUTIONS

- Resolution 2022-269 dated July 25, 2022 RE: Final Approval of the TBM HOLDCO Ltd. Site Plan Control Agreement
- Consent Application B29-21 (Lot Line Adjustment)

BACKGROUND

Subject Lands

The property is located at 555 Perth Street in the town of Mount Forest. The subject lands are in the north/west quadrant of the town, on the west side of Perth Street. The land holding is approximately 9.3 acres and is legally known as FIRSTLY: PART LOT 32 CONCESSION 1 DIVISION 3 NORMANBY PART 1, 60R2651; SECONDLY: PART LOT 33 CONCESSION 1 NORMANBY PART 1, 61R22111; TOWNSHIP OF WELLINGTON NORTH.

The Proposal

The Owner received Site Plan Approval from the Township to construct a 609 m² (9,750 ft²) un-serviced, unheated warehouse on the south/west side of the property, behind the existing building. This project includes site servicing, site grading and stormwater management.

The developer has since decided to build a larger building in a different location from the previous agreement. These changes required an amendment to the site plan control agreement to update Schedule "A" Approved Plans and Drawings.

Existing Policy Framework

The subject lands are designated (M-1) Industrial Zone in the Township of Wellington North Zoning By-Law 66-01 and has Industrial designation in the County of Wellington Official Plan.

ANALYSIS

This application has been reviewed in accordance with the *Planning Act, R.S.O. 1990*. The applicant has satisfied staff that this amendment will be constructed in a manner that is consistent with municipal standards and best practices. A copy of the agreement is attached.

The executed amending site plan agreement has been forwarded to the Township's solicitor for registration.

CONSULTATION

Staff have consulted with the Building, Planning & Development Department, Infrastructure Department, Environmental Services and Transportation Services in the Township as well as the Triton Engineering Services Limited and the County of Wellington, Planning and Development Department on its behalf.

FINANCIAL CONSIDERATIONS

There are no financial considerations in receiving this report for information.

ATTACHMENTS

DEV 2024-019 **APPENDIX A** – Location Map

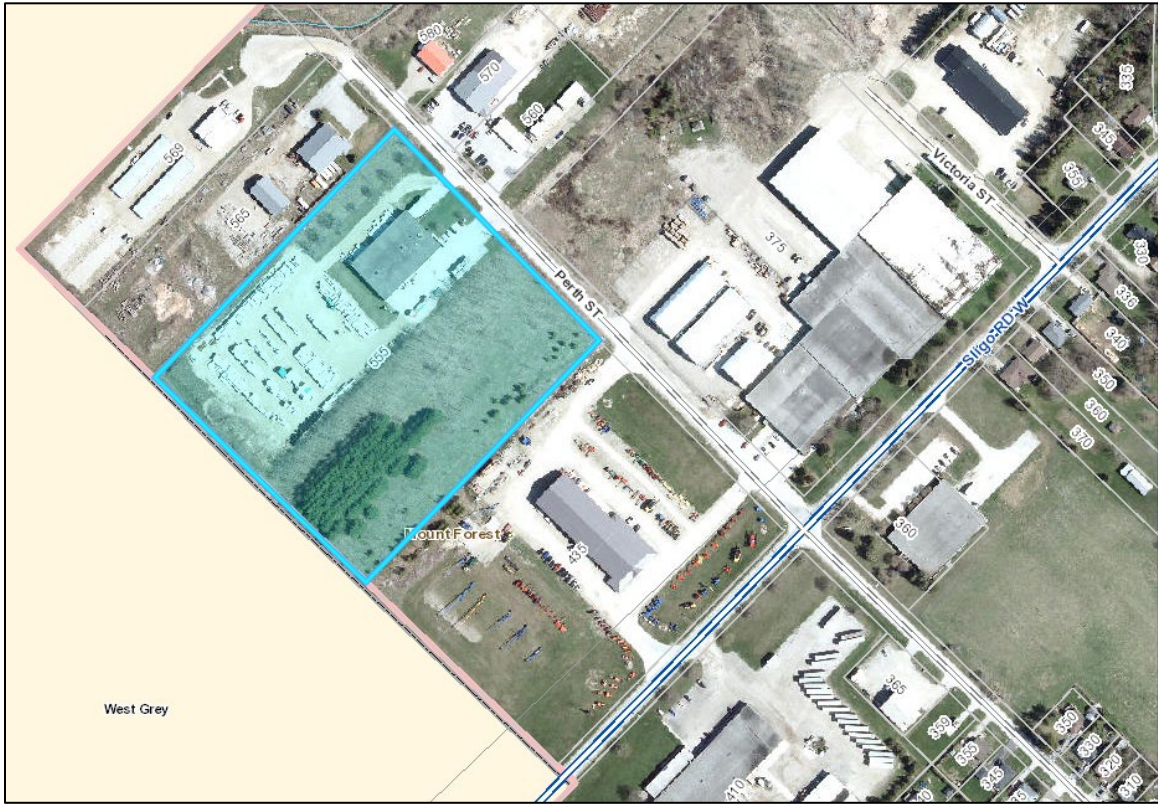
DEV 2024-019 **APPENDIX B** – Site Plan Showing Location of Building

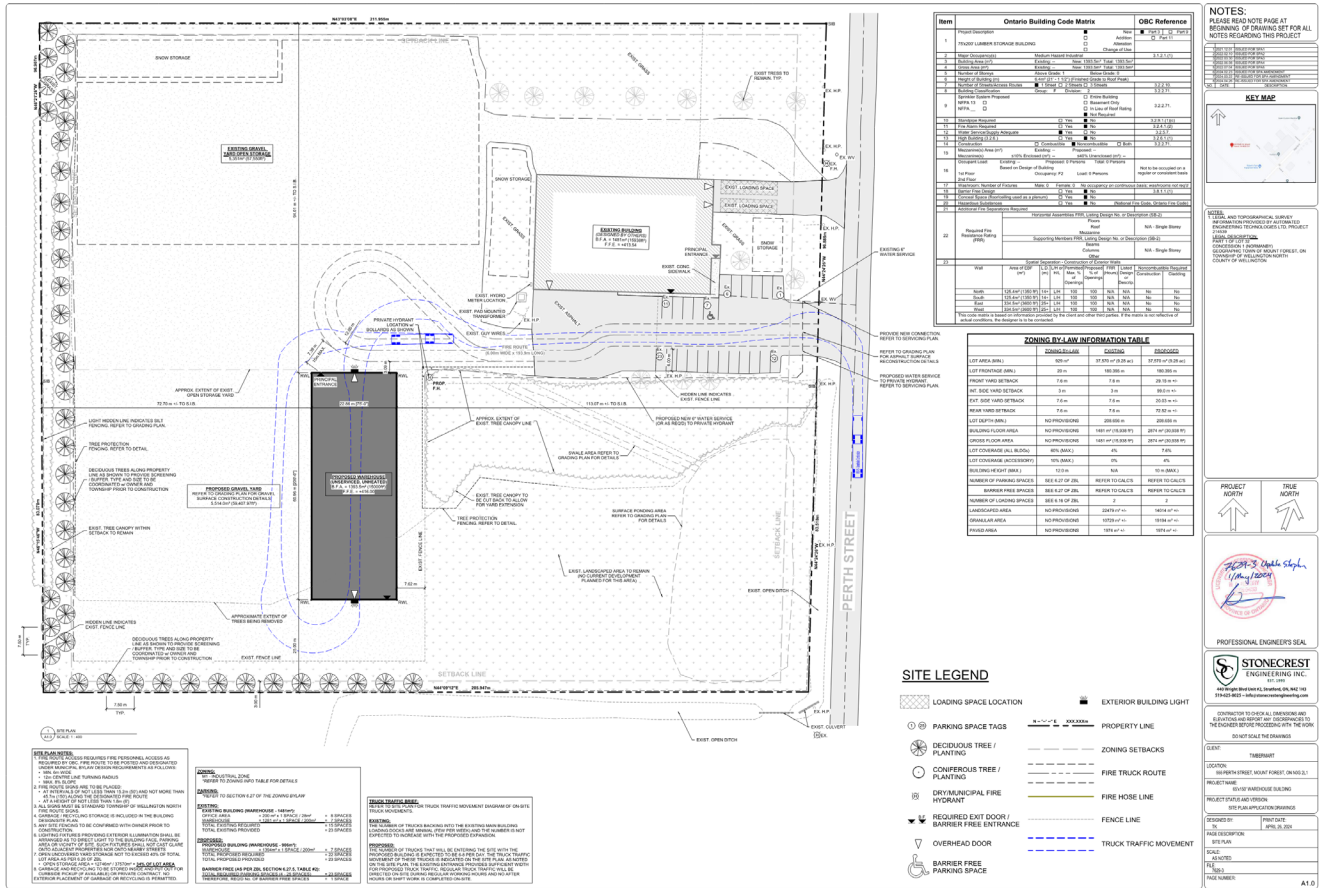
DEV 2024-019 **APPENDIX C** – Amending Site Plan Control Agreement

STRATEGIC PLAN 2024

- Shape and support sustainable growth
How: This development will provide the applicant with warehousing facility on their existing site, allowing business growth. No off-site servicing is required by the municipality.
- Deliver quality, efficient community services aligned with the Township's mandate and capacity
How:
- Enhance information sharing and participation in decision-making
How:
- N/A Core-Service

Approved by: Brooke Lambert, Chief Administrative Officer





APPENDIX C – Amending Site Plan Control Agreement

058

DocuSign Envelope ID: 3115F7AE-B032-4542-BBE4-923BD3BDFB88

SITE PLAN CONTROL AMENDING AGREEMENT

THIS AGREEMENT made this 7th day of June, 2024.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH
(the "Township")
OF THE FIRST PART

-and-

TBM HOLDCO LTD.
(the "Owner")
OF THE SECOND PART

WHEREAS the Owner is the registered owner of the Lands described as:

FIRSTLY: PART LOT 32 CONCESSION 1 DIVISION 3 NORMANBY PART 1, 60R2651;
SECONDLY: PART LOT 33 CONCESSION 1 NORMANBY PART 1, 61R22111;
TOWNSHIP OF WELLINGTON NORTH

PIN: 71072-0148 (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 parties entered into a Site Plan Control Agreement dated July 18, 2022 and registered against the Lands as instrument number WC679634 on July 20, 2022 in the Land Registry Office #61 (the "Site Plan Agreement");

AND WHEREAS the parties require the Site Plan Agreement to be amended pursuant to this Site Plan Amending Agreement:

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.

NOW THEREFORE in consideration of the covenants and premises of this agreement, the sum of two dollars (\$2.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as:

1. Paragraph 25 of the Site Plan Agreement is deleted in its entirety and replaced with the following:
 25. If the proposed development governed by this Agreement is not commenced within two (2) years from the date of the execution of this

SITE PLAN CONTROL AMENDING AGREEMENT
TBM HOLDCO LTD.

2

Amending Agreement, or if the Owner does not make a submission for site plan approval of its broader development of the Lands within two (2) years from the date of the execution of this Amending 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 and effect. The refund of any fees, levies or other charges paid by the Owner pursuant to this Amending Agreement shall be in the sole discretion of the Township, but under no circumstances will interest be paid on any refund.

2. Schedule "A" is deleted in its entirety and replaced with the following:

SCHEDULE "A"

Approved Plan and Drawings

Drawing No.	Document Name	Last Revision Date	Prepared By
A1.0	Site Plan	2024-05-14	Stonecrest Engineering Inc.
A1.2	Site Plan Details	2024-05-14	Stonecrest Engineering Inc.
G1	Grading and Servicing Plan	2024-05-14	Stonecrest Engineering Inc.
	Stormwater Management Design Report	May 24 2024	Stonecrest Engineering Inc.

-----the remainder of this page left intentionally blank-----

SITE PLAN CONTROL AMENDING AGREEMENT
TBM HOLDCO LTD.

3

THIS AGREEMENT is executed by the Township this 7th day of June, 2024.

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

07-06-2024

Per: DocuSigned by:

Darren Jones

F4FDFC97F368408

Darren Jones – Interim Chief Administrative Officer

I have authority to bind the corporation.

THIS AGREEMENT is executed by the Township this 07 day of June, 2024.

TBM HOLDCO LTD.

07-06-2024

Per: DocuSigned by:

Jeff Campbell

82E948FD888498

Jeff Campbell, DC Manager BC & ON

I have authority to bind the corporation.

DEVELOPER'S MAILING ADDRESS: 5671 Production Way, Langley BC V3A 4N5

DEVELOPER'S PHONE NUMBER: 778-228-5017

DEVELOPER'S EMAIL ADDRESS: jeff.campbell@timbrmart.com



TOWNSHIP OF WELLINGTON NORTH

TO: Mayor and Council
 DATE: 2024-06-24
 MEETING TYPE: Open
 SUBMITTED BY: Tammy Pringle, Development Clerk
 REPORT #: DEV 2024-020
 REPORT TITLE: DEVELOPMENT AGREEMENT – MAMTA DEVELOPMENTS INC.,
 645 MARTIN STREET

RECOMMENDED MOTION

THAT the Council of the Corporation of the Township of Wellington North receive Report DEV 2024-020 regarding development agreement for MAMTA Developments Inc.;

AND FURTHER THAT Council authorize the Mayor and Clerk to sign the By-law to enter into a development agreement with Mamta Developments Inc.

PREVIOUS REPORTS/BY-LAWS/RESOLUTIONS

DC 2023-006 Consent B4-23 & B5-23 Betty Dee Limited

- Resolution 2023-089 dated March 6, 2023

DC 2023-007 Consent B6-23 & B7-23 Betty Dee Limited

- Resolution 2023-090 dated March 6, 2023

DC 2023-008 Consent B8-23 Betty Dee Limited

- Resolution 2023-091 dated March 6, 2023

BACKGROUND

Subject Lands

The subject land is located in the south/west quadrant of the Town of Mount Forest and is known as 645 Martin Street. The land holding is approximately 39,000 square feet and is legally known as PART LOT G MACDONALD'S SURVEY PART 2, 61R22213; TOWNSHIP OF WELLINGTON NORTH

The Proposal

The previous owner applied for a five Severances (B4-23, B5-23, B6-23, B7-23 & B8-23), that were granted provisional consent by the Wellington County Land Division Committee in April 2023. The Consent Approval requires the Owner to enter into an agreement with the Township for the purposes of satisfying all the requirements of the Township, financial and otherwise including but not limited to the provision of servicing; full road restoration (granular base, asphalt

and curb) along the entire length of the property frontage that is affected by servicing works to create a continuous section of new asphalt road surface; and lot grading.

The developer proposes to construct six single detached dwellings on the proposed new parcels.

Existing Policy Framework

The subject lands are designated R2 Medium Density Residential Zone in the Township of Wellington North Zoning By-Law 66-01 and Residential designation in the County of Wellington Official Plan.

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.

CONSULTATION

Staff have consulted with the Building, Planning & Development Department, Infrastructure Department, Environmental Services and Transportation Services in the Township as well as B.M. Ross and Associates Limited on its behalf.

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.

ATTACHMENTS

DEV 2024-020 **APPENDIX A** – Aerial Map of the Subject Lands

DEV 2024-020 **APPENDIX B** – Severance Sketch No 23-9829

Prepared by Greg Ford at Wilson-Ford Surveying & Engineering, dated January 16 2023

DEV 2024-020 **APPENDIX C** – Site Plan

Development Agreement: with by-law in this agenda

STRATEGIC PLAN 2024

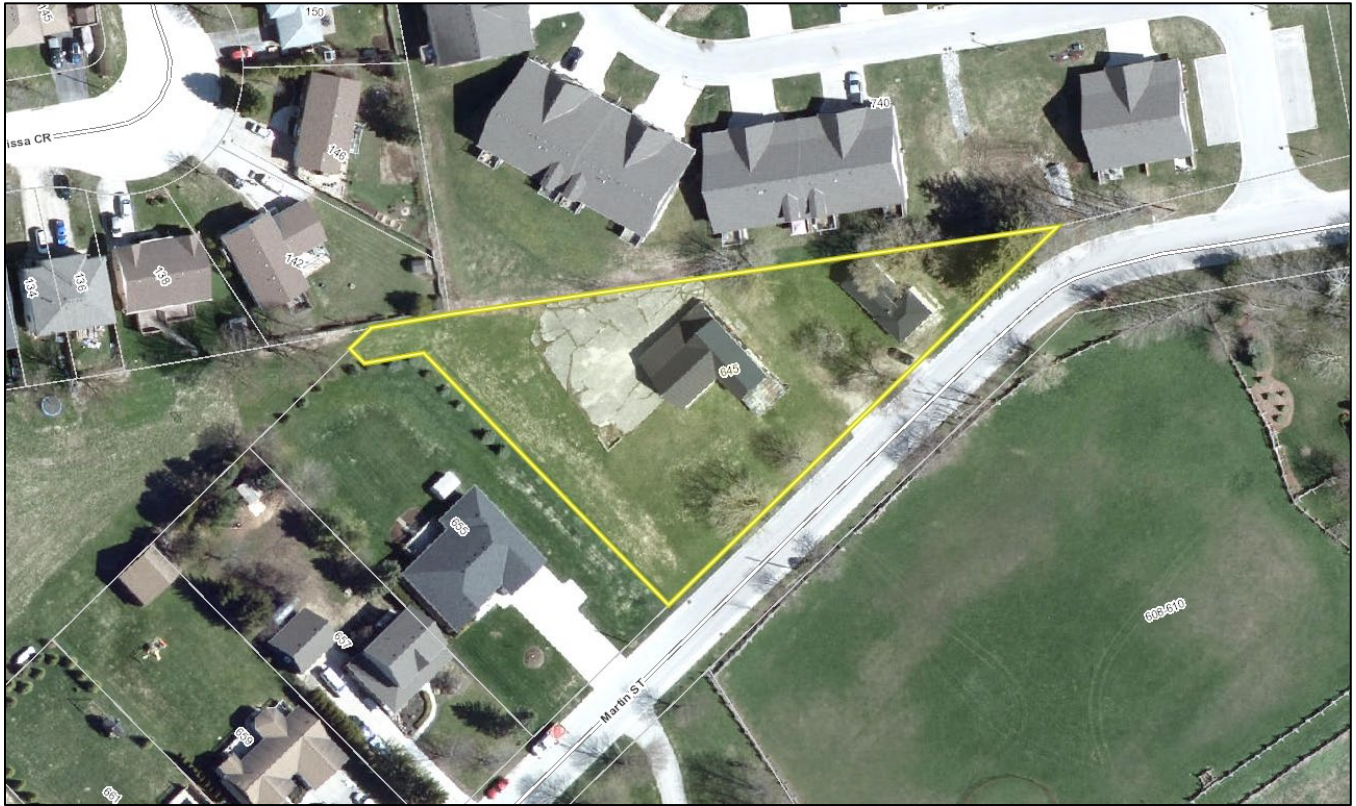
- Shape and support sustainable growth
How: The property is located in the Urban Centre of the Town of Mount Forest where growth and development should be focused. Making use of existing infrastructure provides sustainable growth when upgrades can be supported by developers.
- Deliver quality, efficient community services aligned with the Township's mandate and capacity
How:

Enhance information sharing and participation in decision-making

How:

N/A Core-Service

Approved by: Brooke Lambert, Chief Administrative Officer





TOWNSHIP OF WELLINGTON NORTH

TO: Mayor and Council

DATE: 2024-06-24

MEETING TYPE: Open

SUBMITTED BY: Mandy Jones, Manager Community & Economic Development

REPORT #: C&ED 2024-026

REPORT TITLE: Butter Tart Trail

RECOMMENDED MOTION

THAT the Council of the Corporation of the Township of Wellington North receive Report C&ED 2024-026 on the Butter Tart Trail;

AND THAT Council direct the Chief Administrative Officer to execute the Assignment of Trademark agreement.

PREVIOUS REPORTS/BY-LAWS/RESOLUTIONS

EDO 2018-09 Butter Tarts and Buggies Eligibility Criteria

EDO 2018-08 BT&B Partnership Agreement

EDO 2017-009 BT&T Annual Review and Continues Participation

06-06-2017 Cultural Moment Farmers Mkt and BT&B

06-29-2016 Cultural Moment BT&B

BACKGROUND

The Butter Tart Trail was officially trademarked by the Township in 2006.

In 2016 Wellington North developed a new regional tourism lure in collaboration with the Township of Southgate and the Town of Minto. An Agreement was developed to outline the partners and clarify its obligations to the other parties with respect to the “Butter Tarts & Buggies: Explore the Simpler Life” tourism promotion. At that time, promotion of The Butter Tart Trail concluded and promotions of the new Butter Tarts and Buggies: Explore the Simpler Life began.

ANALYSIS

County of Wellington Economic Development Department

The Economic Development department at the County of Wellington is intending to strategically highlight businesses that offer butter tarts in Wellington County, including Wellington North. They would like to develop a set of criteria for businesses to be included in this initiative by working hand-in-hand with the municipal Economic Development colleagues, ensuring that there is representation from all areas of Wellington County.

Butter tarts are a popular theme for food tourists, and a great way to attract visitors to our rural destination. For the past few years, Taste Real has offered a curated list of butter tart locations, and by default, the media and individuals associate this with the Butter Tart Trail. By officially adopting the Butter Tart Trail brand, it allows the County to leverage the brand's name recognition, showcase an attractive density of product/locations, and offer an exceptional visitor experience. The trail would complement other food tourism offerings and trails available locally, and they plan to grow exposure by leveraging ongoing and new marketing opportunities through the County's Taste Real programme.

The County believes there is value in showcasing the history of the trail and telling its story, offering another opportunity to highlight Wellington North as the birthplace of this initiative.

Next Steps

The County's Communication team in consultation with the county solicitor, have confirmed with the Trademarks Office that it is not possible to record an assignment of Official Marks from one entity to another, even if both are public authorities.

As such, the county prepared a draft assignment document for execution by Wellington North (Attachment B).

It has been suggested that the county file a new Official Mark application when they have commenced use of the mark. Once the Official Mark is published in the Trademarks Journal, Wellington North could withdraw its Official Mark application.

It is anticipated that a licensing agreement for all 7 municipalities would be drafted outlining how the Official Mark can be used.

CONSULTATION

Brooke Lambert, CAO

County of Wellington: Communications, Economic Development and Solicitor

FINANCIAL CONSIDERATIONS

There are no financial considerations in receiving this report for information.

ATTACHMENTS

Attachment A Trademark: [Canadian Trademarks Details: THE BUTTER TART TRAIL — 0917742 — Canadian Trademarks Database - Intellectual property and copyright - Canadian Intellectual Property Office - Innovation, Science and Economic Development Canada](#)

[Attachment B Licence Agreement](#)

STRATEGIC PLAN 2024

- Shape and support sustainable growth
How:
- Deliver quality, efficient community services aligned with the Township's mandate and capacity
How: By partnering with the County of Wellington, the township can continue to deliver food tourism programs and marketing.
- Enhance information sharing and participation in decision-making
How:
- N/A Core-Service

Approved by: Brooke Lambert, Chief Administrative Officer



THE BUTTER TART TRAIL – 0917742

Application number

0917742

Type(s)

Word

Section 9 information

Subparagraph 9(1)(n)(iii)

Category

Prohibited Mark; Official
Mark

CIPO Status

ADVERTISED

Filed

2006-07-20

Registered

2006-10-11

Responsible Authority

The Township of
Wellington North
7490 Sideroad 7 West

Index headings

THE BUTTER TART TRAIL

Classification data

Disclaimer

The classification data is provided for information and searching purposes only. CIPO does not warrant the accuracy of the classes assigned to the trademark. This data has no legal value of any kind.

- 1 - Chemicals and adhesives
- 2 - Paints, varnishes and lacquers
- 3 - Bleaching, cleaning preparations and non-medicated cosmetics
- 4 - Industrial oils, greases and fuels
- 5 - Pharmaceuticals and herbicides
- 6 - Common metals
- 7 - Machinery
- 8 - Hand tools
- 9 - Electrical, scientific and teaching apparatus and software
- 10 - Medical and veterinary devices
- 11 - Environmental control items
- 12 - Vehicles
- 13 - Guns and ammunitions

PO Box 125

Kenilworth

ONTARIO N0G2E0

Agent

AIRD & BERLIS LLP

BROOKFIELD PLACE,

SUITE 1800

181 BAY STREET

BOX 754

TORONTO

ONTARIO M5J2T9

Documents

[View documents](#)

14 - Precious and semi-precious metals,
and jewellery

15 - Musical instruments

16 - Paper and printed goods

17 - Rubber and rubber goods

18 - Leather and artificial leather goods

19 - Non-metallic building materials

20 - Furniture, mirrors, articles not
included in other classes

21 - Household goods and glass

22 - Ropes and fibres

23 - Yarns and threads

24 - Textiles and textile goods

25 - Clothing, footwear, headgear

26 - Sewing and decorative items including
slide fasteners

27 - Floor coverings

28 - Games, toys and playthings, sporting
articles

29 - Meats and processed foods

30 - Staple foods

31 - Agricultural, horticultural and forestry

32 - Beer and non-alcoholic beverages

33 - Wines and spirits

34 - Smoker's articles

35 - Advertising, marketing, promotional
and business

36 - Insurance and financial

37 - Building construction and repair

38 - Telecommunications

39 - Transportation and storage

40 - Treatment of materials

- 41 - Education and entertainment
- 42 - Computer and scientific
- 43 - Accommodation, food and drink
- 44 - Medical and veterinary, beauty, agricultural and forestry
- 45 - Personal and legal

Action History

Action	Action date	Due date	Comments
Filed	2006-07-20		
Created	2006-08-07		
Formalized	2006-08-08		
Accepted For Publication	2006-09-22		
Advertised	2006-10-11		Vol.53 Issue 2711

Date modified: 2024-05-24

ASSIGNMENT OF TRADEMARK

The undersigned, The Township of Wellington North, the full post office address of whose principal office or place of business is 7490 Sideroad 7 West, PO Box 125, Kenilworth, Ontario, N0G 2E0 (the “**Assignor**”), in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby assign and transfer to The Corporation of the County of Wellington, the full post office address of whose principal office or place of business is 74 Woolwich Street, Guelph, Ontario, N1H3T9 (the “**Assignee**”) its entire right, title and interest in and to the trademark identified in the attached Schedule “A” (the “**Trademark**”), together with the goodwill associated with such mark, the same to be held and enjoyed by the Assignee, its successors and assigns, as fully and completely as by the Assignor had this Assignment not been made. The Assignor undertakes to execute such other forms and documents and take such further steps as may be reasonably required by the Assignee in order to give effect to the assignment herein.

The Assignor consents to the adoption and use and registration of the Trademark or the filing of a request with the Trademarks Office that the Registrar give public notice of the adoption and use of the Trademark by The Corporation of the County of Wellington.

IN WITNESS WHEREOF the Assignor has hereunto executed this Assignment at _____, _____, as of the _____ day of _____, 2024.

The Township of Wellington North

By: _____
 Per: Brooke Lambert
 Title: Chief Administrative Officer

Schedule "A"

TradeMark	Application No.
THE BUTTER TART TRAIL	0917742

6/18/24

Township of Wellington North
VENDOR CHEQUE REGISTER REPORT
Payables Management

Cheque Number	Vendor Cheque Name	Cheque Date	Amount
80402	Arthur and District Chamber of	5/16/24	\$3,500.00
80403	Archcon Group Inc	5/16/24	\$300.00
80404	Barco Products Canada	5/16/24	\$8,593.79
80405	Bell Mobility	5/16/24	\$1,324.07
80406	Biz Bull	5/16/24	\$310.75
80407		5/16/24	\$282.49
80408	Cdn Tire Associate Store	5/16/24	\$33.88
80409	Cedar Creek Tools Ltd	5/16/24	\$167.21
80410	Chalmers Fuels Inc	5/16/24	\$5,567.47
80411	Eramosa Engineering Inc.	5/16/24	\$11,806.75
80412		5/16/24	\$4,300.00
80413	Hydro One Networks Inc.	5/16/24	\$884.67
80414	JD Mobile Repair Service	5/16/24	\$1,017.00
80415	Kronos Canadian Systems Inc.	5/16/24	\$1,311.92
80416		5/16/24	\$642.00
80417	Mt Forest & District Arts Coun	5/16/24	\$350.00
80418	Mt Forest & District Chamber o	5/16/24	\$5,000.00
80419	Ministry of Finance	5/16/24	\$130.00
80420		5/16/24	\$1,269.60
80421	PlayPower LT Canada, Inc.	5/16/24	\$202.37
80422	Royal Bank Visa	5/16/24	\$5,724.22
80423	Saugeen Connects	5/16/24	\$900.00
80424	SIGN NEEDS INC.	5/16/24	\$169.50
80425	T. Harris Environmental Manage	5/16/24	\$1,617.03
80426	Town of Centre Wellington	5/16/24	\$2,218.70
80427	Trevor Roberts Auto Repair Inc	5/16/24	\$517.01
80428	Enbridge Gas Inc.	5/16/24	\$1,005.81
80429	Wightman Telecom Ltd.	5/16/24	\$989.18
EFT0006660	ALS Canada Ltd.	5/16/24	\$2,163.96
EFT0006661	Arthur ACE Hardware	5/16/24	\$2,110.57
EFT0006662	Arthur Home Hardware Building	5/16/24	\$436.60
EFT0006663	Artic Clear 1993 Inc.	5/16/24	\$92.50
EFT0006664	BackSpace Computer	5/16/24	\$4,576.50
EFT0006665	Bailey Repair Services	5/16/24	\$497.19
EFT0006666	B M Ross and Associates	5/16/24	\$7,169.86
EFT0006667	Broadline Equipment Rental Ltd	5/16/24	\$248.60
EFT0006668		5/16/24	\$216.00
EFT0006669	Canada's Finest Coffee	5/16/24	\$117.25
EFT0006670	Cedar Signs	5/16/24	\$79.27
EFT0006671	County of Wellington	5/16/24	\$27,726.28

Cheque Number	Vendor Cheque Name	Cheque Date	Amount
EFT0006672	Steve Cudney	5/16/24	\$150.00
EFT0006673	Darroch Plumbing Ltd.	5/16/24	\$791.00
EFT0006674	Decker's Tire Service	5/16/24	\$485.90
EFT0006675	Delta Elevator Co. Ltd.	5/16/24	\$1,007.17
EFT0006676	Duncan, Linton LLP, Lawyers	5/16/24	\$1,163.34
EFT0006677	Excel Business Systems	5/16/24	\$522.11
EFT0006678		5/16/24	\$120.00
EFT0006679	FOXTON FUELS LIMITED	5/16/24	\$363.74
EFT0006680	Information Network Systems	5/16/24	\$285.89
EFT0006681	International Trade Specialist	5/16/24	\$1,149.66
EFT0006682	J.A. Porter Holdings (Lucknow)	5/16/24	\$1,129.32
EFT0006683	K Smart Associates Limited	5/16/24	\$21,432.30
EFT0006684		5/16/24	\$620.29
EFT0006685		5/16/24	\$301.95
EFT0006686	Midwest Co-operative Services	5/16/24	\$933.03
EFT0006687	Ont Clean Water Agency	5/16/24	\$31,965.33
EFT0006688	PETRO-CANADA	5/16/24	\$3,717.07
EFT0006689	Print One	5/16/24	\$644.10
EFT0006690	PSD Citywide Inc.	5/16/24	\$8,136.00
EFT0006691	R&R Pet Paradise	5/16/24	\$7,026.11
EFT0006692	Saugeen Community Radio Inc.	5/16/24	\$1,383.12
EFT0006693	Stephen Hale	5/16/24	\$1,559.40
EFT0006694	Sterling Backcheck Canada Corp	5/16/24	\$62.94
EFT0006695	T&T Power Group	5/16/24	\$3,645.16
EFT0006696	Teviotdale Truck Service & Rep	5/16/24	\$194.93
EFT0006697	Toromont Industries Ltd.	5/16/24	\$44,130.42
EFT0006698	Town of Minto	5/16/24	\$154.43
EFT0006699	UnitedCloud Inc.	5/16/24	\$582.43
EFT0006700	Upanup Studios Inc.	5/16/24	\$1,932.30
EFT0006701	Wellington Comfort Systems Ltd	5/16/24	\$591.93
EFT0006702	Work Equipment Ltd.	5/16/24	\$955.75
EFT0006703	Young's Home Hardware Bldg Cen	5/16/24	\$28.46
80430	BELLAMY CONTRACTING SERVICES L	5/24/24	\$189.84
80431	Cook's Garage	5/24/24	\$164.78
80432	Culp's Lawn Care & Nursery	5/24/24	\$1,186.50
80433		5/24/24	\$350.00
80434	Grand Quarry Ltd.	5/24/24	\$20,324.64
80435	Human Response Monitoring Cent	5/24/24	\$949.20
80436	Hydro One Networks Inc.	5/24/24	\$1,081.38
80437	Premier Equipment Ltd.	5/24/24	\$163.71
80438	Staples Professional	5/24/24	\$242.54
80439	Telizon Inc.	5/24/24	\$763.34
80440	Twp of Wellington North	5/24/24	\$1,145.82
80441	Ward & Uptigrove Consulting &	5/24/24	\$621.50
80442	York Soaring Association	5/24/24	\$1,000.00
EFT0006704	Abell Pest Control Inc	5/24/24	\$275.45

Cheque Number	Vendor Cheque Name	Cheque Date	Amount
EFT0006705	Arthur Chrysler Dodge Jeep Lim	5/24/24	\$184.64
EFT0006706	Arthur ACE Hardware	5/24/24	\$553.30
EFT0006707	B M Ross and Associates	5/24/24	\$23,681.42
EFT0006708	Brandt Cambridge	5/24/24	\$2,478.68
EFT0006709	Carson Supply	5/24/24	\$14,840.43
EFT0006710	CMT Engineering Inc.	5/24/24	\$2,926.70
EFT0006711	Coffey Plumbing, Div. of KTS P	5/24/24	\$593.82
EFT0006712	County of Wellington	5/24/24	\$7,470.00
EFT0006713	Darroch Plumbing Ltd.	5/24/24	\$627.37
EFT0006714	Central Square Canada Software	5/24/24	\$2,955.14
EFT0006715	Duncan, Linton LLP, Lawyers	5/24/24	\$597.38
EFT0006716		5/24/24	\$155.01
EFT0006717	J J McLellan & Son	5/24/24	\$6,745.85
EFT0006718	K Smart Associates Limited	5/24/24	\$372.90
EFT0006719	Maple Lane Farm Service Inc.	5/24/24	\$64.18
EFT0006720	Marcc Apparel Company	5/24/24	\$2,843.17
EFT0006721	Mt Forest Business Improvement	5/24/24	\$2,875.00
EFT0006722	Maitland Valley Conservation	5/24/24	\$975.00
EFT0006723	PACKET WORKS	5/24/24	\$169.50
EFT0006724	Pryde Truck Service Ltd.	5/24/24	\$2,245.11
EFT0006725	Risolv IT Solutions Ltd	5/24/24	\$16,497.92
EFT0006726	ROBERTS FARM EQUIPMENT	5/24/24	\$379.03
EFT0006727	Sanigear	5/24/24	\$3,490.58
EFT0006728	Shred All Ltd.	5/24/24	\$146.90
EFT0006729	Suncor Energy Inc.	5/24/24	\$4,235.21
EFT0006730	T&T Power Group	5/24/24	\$6,017.25
EFT0006731	Triton Engineering Services	5/24/24	\$1,872.13
EFT0006732	Viking Cives Ltd	5/24/24	\$1,695.00
EFT0006733	Wellington North Power	5/24/24	\$65,671.12
EFT0006734	Young's Home Hardware Bldg Cen	5/24/24	\$379.12
80443	Ace Industrial Supply, Inc.	5/30/24	\$986.24
80444	Advanced Drainage Systems	5/30/24	\$22,199.64
80445	Arthur Curling Club	5/30/24	\$1,412.50
80446	Bi-Tech Contracting Inc.	5/30/24	\$13,704.64
80447		5/30/24	\$25.00
80448	Bluewater Fire & Security	5/30/24	\$325.44
80449	Chalmers Fuels Inc	5/30/24	\$1,508.03
80450	Emission Testing on the Spot	5/30/24	\$135.60
80451	Grand Quarry Ltd.	5/30/24	\$60,481.33
80452	Hydro One Networks Inc.	5/30/24	\$1,920.74
80453	International Water Supply Ltd	5/30/24	\$17,936.78
80454	JD Mobile Repair Service	5/30/24	\$1,052.03
80455	Kurt Penwarden Tree Services	5/30/24	\$1,356.00
80456		5/30/24	\$476.00
80457	Mount Forest Foodland	5/30/24	\$180.19
80458	Michael` s Stabling Development	5/30/24	\$5,066.92

Cheque Number	Vendor Cheque Name	Cheque Date	Amount
80459	Premier Equipment Ltd.	5/30/24	\$74.33
80460	Staples Professional	5/30/24	\$198.59
80461	Turflin Small Engine Repairs	5/30/24	\$162.72
80462	Enbridge Gas Inc.	5/30/24	\$145.59
80463	Visibeam Ltd	5/30/24	\$418.10
80464	Wightman Telecom Ltd.	5/30/24	\$293.38
EFT0006735	ABC Recreation Ltd.	5/30/24	\$1,017.00
EFT0006736	Abell Pest Control Inc	5/30/24	\$78.69
EFT0006737	Arthur Chrysler Dodge Jeep Lim	5/30/24	\$3,406.40
EFT0006738	Arthur ACE Hardware	5/30/24	\$16.64
EFT0006739	Arthur Home Hardware Building	5/30/24	\$76.21
EFT0006740	Artic Clear 1993 Inc.	5/30/24	\$59.50
EFT0006741	B M Ross and Associates	5/30/24	\$11,096.13
EFT0006742	Broadline Equipment Rental Ltd	5/30/24	\$1,519.93
EFT0006743	Canada's Finest Coffee	5/30/24	\$249.00
EFT0006744	CARQUEST Arthur Inc.	5/30/24	\$3,268.75
EFT0006745	City of Guelph	5/30/24	\$3,041.77
EFT0006746	Clark Bros Contracting	5/30/24	\$245.16
EFT0006747	County of Wellington	5/30/24	\$3,898.45
EFT0006748	Da-Lee Dust Control	5/30/24	\$82,793.57
EFT0006749	Delta Elevator Co. Ltd.	5/30/24	\$1,007.17
EFT0006750	FOSTER SERVICES/822498 ONT INC	5/30/24	\$847.50
EFT0006751	Hort Manufacturing (1986) Ltd.	5/30/24	\$345.22
EFT0006752	Innovative Surface Solutions	5/30/24	\$3,970.44
EFT0006753	International Trade Specialist	5/30/24	\$78.42
EFT0006754	MacDonald's Home Appliances	5/30/24	\$642.97
EFT0006755	Marcc Apparel Company	5/30/24	\$271.20
EFT0006756		5/30/24	\$338.82
EFT0006757	MRC Systems Inc	5/30/24	\$418.04
EFT0006758	Midwest Co-operative Services	5/30/24	\$153.95
EFT0006759	Print One	5/30/24	\$954.85
EFT0006760	Risolv IT Solutions Ltd	5/30/24	\$2,147.19
EFT0006761	Rural Routes Pest Control Inc.	5/30/24	\$99.93
EFT0006762	Saugeen Community Radio Inc.	5/30/24	\$1,383.12
EFT0006763	SGS Canada Inc.	5/30/24	\$2,113.16
EFT0006764	Suncor Energy Inc.	5/30/24	\$11,508.25
EFT0006765	T&T Power Group	5/30/24	\$988.75
EFT0006766	Tri-Mech Inc.	5/30/24	\$669.32
EFT0006767	WATSON & ASSOCIATES ECONOMISTS	5/30/24	\$8,453.53
EFT0006768	Wellington Advertiser	5/30/24	\$565.00
EFT0006769	Wellington North Machine/10000	5/30/24	\$856.46
EFT0006770		5/30/24	\$139.30
EFT0006771	Young's Home Hardware Bldg Cen	5/30/24	\$36.14
80465	Allan Avis Architects Inc.	6/07/24	\$15,539.53
80466	Bannister Construction	6/07/24	\$3,559.50
80467	Jacob Cabral	6/07/24	\$350.00

Cheque Number	Vendor Cheque Name	Cheque Date	Amount
80468	David McPhee Lawn Care	6/07/24	\$158.20
80469	Greentec	6/07/24	\$421.60
80470	Hydro One Networks Inc.	6/07/24	\$891.68
80471		6/07/24	\$287.00
80472		6/07/24	\$508.50
80473	Mount Forest Foodland	6/07/24	\$20.94
80474	MOLOK NORTH AMERICA LTD	6/07/24	\$333.07
80475	Principles Integrity	6/07/24	\$77.69
80476		6/07/24	\$275.00
80477	TD Wealth	6/07/24	\$1,271.52
80478	Enbridge Gas Inc.	6/07/24	\$3,393.84
80479	Van Harten Surveying Inc.	6/07/24	\$3,955.13
EFT0006772	Agrisan SC Pharma	6/07/24	\$11,405.34
EFT0006773	ALS Canada Ltd.	6/07/24	\$528.84
EFT0006774	Arthur ACE Hardware	6/07/24	\$1,280.43
EFT0006775	Broadline Equipment Rental Ltd	6/07/24	\$2,949.30
EFT0006776	Carson Supply	6/07/24	\$1,829.70
EFT0006777	Coffey Plumbing, Div. of KTS P	6/07/24	\$445.22
EFT0006778	County of Wellington	6/07/24	\$1,070.00
EFT0006779	Steve Cudney	6/07/24	\$150.00
EFT0006780	Canadian Union of Public Emplo	6/07/24	\$3,144.34
EFT0006781	Duncan, Linton LLP, Lawyers	6/07/24	\$721.61
EFT0006782	Excel Business Systems	6/07/24	\$238.20
EFT0006783	FOXTON FUELS LIMITED	6/07/24	\$328.76
EFT0006784	Grand River Conservation Auth	6/07/24	\$19,539.67
EFT0006785	Ideal Supply Inc.	6/07/24	\$81.91
EFT0006786	J.A. Porter Holdings (Lucknow)	6/07/24	\$1,770.26
EFT0006787	KORE Mechanical Inc.	6/07/24	\$595.87
EFT0006788		6/07/24	\$185.75
EFT0006789	Marcc Apparel Company	6/07/24	\$384.20
EFT0006790	Ont Mun Employee Retirement	6/07/24	\$92,383.88
EFT0006791	PACKET WORKS	6/07/24	\$169.50
EFT0006792	PETRO-CANADA	6/07/24	\$3,686.51
EFT0006793	Print One	6/07/24	\$20.34
EFT0006794	Risolv IT Solutions Ltd	6/07/24	\$2,147.19
EFT0006795	Saugeen Valley Conservation	6/07/24	\$44,917.00
EFT0006796	T. Harris Environmental Manage	6/07/24	\$42,678.97
EFT0006797	UnitedCloud Inc.	6/07/24	\$588.39
EFT0006798	Young's Home Hardware Bldg Cen	6/07/24	\$295.95
Total Amount of Cheques:			\$988,329.19



TOWNSHIP OF WELLINGTON NORTH

TO: Mayor and Council
 DATE: 2024-06-24
 MEETING TYPE: Open
 SUBMITTED BY: Tom Bowden, Manager of Recreation Services
 REPORT #: FAC 2024-003
 REPORT TITLE: Temporary Alcohol Policy Amendment – Get Yer Hillbilly on Ribfest

RECOMMENDED MOTION

THAT the Council of the Township of Wellington North receive Report FAC 2024-003 Temporary Alcohol Policy Amendment – Get Yer Hillbilly on Ribfest;

AND THAT Council approve an amendment to the Municipal Alcohol Policy Section 2.1 for approval of a Special Occasion Permit (SOP) to include a portion of the east parking lot at the Mount Forest Sports Complex for the Get Your Hillbilly on Ribfest Competition on July 18, 2024.

PREVIOUS REPORTS/BY-LAWS/RESOLUTIONS

Report OPS 2023-020 Amendment

Report OPS 2023-030 Amendment

BACKGROUND

The Get Your Hillbilly on Ribfest is a one-day fundraising competition held in memory of Bill Walker.

The proceeds from the event are typically given to Skate Canada Mount Forest (the figure skating club), Mount Forest Minor Hockey, the Louise Marshall Hospital Foundation, Mount Forest Family Health Team and Cancer Patient Services.

Support for figure skating and minor hockey is inspired by the fact that Mr. Walker was tremendously involved in Mount Forest youth sports and both figure skating and minor hockey support the event with volunteers. The support for LMHF and CPS is inspired by the fact that Mr. Walker passed away from cancer.

ANALYSIS

This year's Get Your Hillbilly on Ribfest is set for Thursday, July 18 from 5:00-9:00 PM at the Mount Forest and District Sports Complex. Organizers plan to sell up to 500 dinner tickets and expect attendance to vary over the 3-4 hours of the event.

The event is set up for outdoor and indoor alcohol consumption. Alcohol is purchased at the Community Hall bar and either consumed in the hall or transported by patrons to the east parking lot area by walking through the east side entrance/foyer.

In 2023, Council approved a request to amend the Special Occasion Permit to include the east parking lot (paved and a portion of the gravel area), which were fenced in. Organizers are proposing fence off the paved portion of the parking lot, as it is expected a portion of the midway for the Fireworks Festival will be on the gravel area this year.

A map outlining the proposed outdoor licensed area is included with this report as Attachment A.

CONSULTATION

Axy Leigh, Get Your Hillbilly On Ribfest

FINANCIAL CONSIDERATIONS

None

ATTACHMENTS

Attachment A – Map of Mount Forest and District Sports Complex parking lot

STRATEGIC PLAN 2024

- Shape and support sustainable growth
How:
- Deliver quality, efficient community services aligned with the Township's mandate and capacity
- Enhance information sharing and participation in decision-making
How:
- N/A Core-Service

Approved by: Brooke Lambert, Chief Administrative Officer

082

Campbell deVore Park

851

407

Princess ST

Total: 221.28 m

19.34 m

20.42 m

59.79 m

72.19 m

42.28 m

850

Cork ST

500

019

215

520

522

553-555

557-559

CC

DE VORE



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

BY-LAW NUMBER 052-2024

**BEING A BY-LAW TO AUTHORIZE A LEASE AGREEMENT
BETWEEN THE CORPORATION OF THE TOWNSHIP OF
WELLINGTON NORTH AND THE ARTHUR OPTIMIST CLUB (Part
Lot 22, W/S Isabella Street, 244 Isabella Street, former Village of
Arthur)**

WHEREAS:

The Corporation of the Township of Wellington North is the owner of the lands and building in the former Village of Arthur, being Part Lot 22, W/S Isabella Street, 244 Isabella Street and deems it expedient to enter into a lease agreement

***NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE
TOWNSHIP OF WELLINGTON NORTH*** (“the Corporation”) enacts as follows:

1. The Corporation is hereby authorized to enter into a lease agreement with the Arthur Optimist Club in the form attached hereto as Schedule “A”.
2. The Mayor and the Chief Administrative Officer are hereby authorized and directed to sign the lease agreement on behalf of the Corporation.

READ AND PASSED THIS 24TH DAY OF JUNE, 2024.

ANDREW LENNOX, MAYOR

CATHERINE CONRAD, DEPUTY CLERK

THIS INDENTURE

made the 1st day of July 2024

In Pursuance of the Short Forms of Leases Act

BETWEEN

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

hereinafter called the "Lessor"
OF

THE FIRST PART

and

ARTHUR OPTIMIST CLUB

hereinafter called the "Lessee"
OF

THE SECOND PART

WITNESSETH that in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the said Lessee, to be paid, observed, and performed, the said Lessor has demised and leased and by these presents doth demise and lease unto the said Lessee,

Part of Lot 23, Survey Crown formerly the Village of Arthur now the Township of Wellington North being known as 244 Isabella Street, Arthur

TERM

TO HAVE AND TO HOLD the said premises for and during the term of fifteen (15) years to be computed from the 1st day of July 2024 and from thenceforth ensuing and to be fully completed and ended on the 30th day of June 2039.

THAT the Lessee to have first rights to lease renewal, and the Lessor to discuss contract renewal with Lessee within six (6) months of contract end.

RENT

YIELDING AND PAYING to the "LESSOR", yearly and every year during the said term the sum of ONE DOLLAR (\$1.00) per annum to be paid July 1 each year.

UTILITIES

THAT the Lessee hereby covenants to pay for all charges for electrical energy, water and sewer rates and utilities used in the premises.

MAINTENANCE

THAT the Lessee shall be responsible for general cleaning and maintenance of the premises including:

- Interior maintenance including but not limited to cleaning, painting, replacing light bulbs, etc.;
- Operational maintenance including but not limited to cleaning supplies, towels, toilet paper, tissues, etc.;
- Garbage, recycling, organics, etc.;
- Snow removal on the grounds
- Grass cutting and landscaping as required.

Repair and/or replace refrigerators, stoves, microwaves, defibrillator, fire extinguishers, etc. as required.

THAT the Lessor shall be responsible for snow removal of the driveway and snow storage in parking lot.

CAPITAL EXPENDITURES

THAT the Lessee shall be responsible for capital expenditures including but not limited to:

- Roof
- Foundation
- Heating/cooling
- Façade
- Windows
- Plumbing
- Water heater

FIXTURES

THAT the Lessee shall not remove fixtures, goods, or personal property of any kind from the premises during the term hereby demised or at any time thereafter without the written consent of the Lessor, its successors, or

assigns, being first had and obtained.

THAT the Lessee will not erect or affix or remove or change the location or style of any partitions or fixtures, without the written consent of the Lessor being first had and obtained.

LESSEE'S COMPLIANCE WITH LAWS

THAT the Lessee will comply with all codes and regulations and any federal, provincial or municipal laws, regulations, by-laws and codes of any relevant authority which relate to the Lessee's use or occupation of the premises or to the making of any repairs, replacements, additions, changes, substitutions or improvements that relate to such use or occupation by the Lessee.

TERMINATION

THAT the said premises will not, during the said term, be at any time used contrary to any law, regulation or by-law having jurisdiction.

LIQUOR POLICY

THAT the Lessee agrees to abide by the provisions of the Liquor License Act of Ontario including Special Occasion Permits, Licensing, etc. as needed.

INSURANCE

THAT the Lessee hereby covenants to be responsible for fire and theft insurance upon contents owned by the Lessee.

THAT the Lessee shall maintain liability insurance in the amount of five million dollars and shall name the Township of Wellington North as co-insured.

THAT the Lessee agrees to indemnify the Lessor and save it harmless from any claims made against the Lessor arising from personal injuries suffered by anyone at 244 Isabella Street, Arthur.

RIGHT OF WAY

If the premises are now or hereafter served by any easement or right-of-way, the Lessee, its servants, agents, employees, licensees, and invitees shall have full right of ingress and egress over such easement or right-of-way in common with all others entitled thereto.

NAME OF THE BUILDING

THAT the Lessee seek written approval of the Corporation of the Township of

Wellington North should they wish to change the name of the building from the Arthur Senior's Centre.

GRANT SUPPORT

THAT the Lessor provide guidance to the Lessee as it relates to applying for grants. While the Arthur Optimist Club is registered as a not-for-profit corporation, making them eligible to receive HST rebates and eligibility for provincial and federal grants as well as grants from a variety of other funding sources (Township of Wellington North, County of Wellington, Community Foundation, Farm Credit Canada, etc.), the Arthur Optimist Club would seek guidance from the Township with applying for grants.

TERMINATION

THAT the Lessee and/or Lessor shall have a right to cancel the lease by providing the other party with six (6) months' prior written notice at any time.

THAT the lease shall be terminated effective immediately should the Arthur Optimist Club cease to use the building.

NOTICES

Any notice required or contemplated by any provision of this lease shall be given in writing enclosed in a sealed envelope addressed in the case of notice:

to the Lessor:

The Corporation of the Township of Wellington North
P.O. Box 125, Kenilworth, ON N0G 2E0

Attention: Treasurer/Director of Finance
Phone No: (519) 848-3620

to the Lessee:

Arthur Optimist Club
PO Box 527 Arthur ON N0G 1A0

THAT the time of giving of notice by either registered or signature mail shall be conclusively deemed to be the third business day after the day of such mailing. Such notice, if personally delivered, shall be conclusively deemed to have been given and received at the time of such delivery.


SEVERABILITY

THAT the Lessor and the Lessee agree that all of the provisions of the lease

are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate paragraph hereof. Should any provision or provisions of the lease be illegal or not enforceable, it or they shall be considered separate and severable from this lease and its remaining provisions shall remain in force and be binding upon the parties hereto as though the said provision or provisions had never been included.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS LEASE

ARTHUR OPTMIST CLUB

Per:  Date June 13, 2024
Scott Densmore

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

Per: _____ Date _____
Andrew Lennox (Mayor)

Per: _____ Date _____
Brooke Lambert (Chief Administrative Officer)

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

BY-LAW NUMBER 053-2024

**BEING A BY-LAW TO DEDICATE CERTAIN LANDS AS PART OF
THE PUBLIC HIGHWAY IN WELLINGTON NORTH IN THE
COUNTY OF WELLINGTON.**

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

1. THAT the lands which are situate in the Township of Wellington North, in the County of Wellington being Part of Lot 24, Concession 5, formerly Township of Arthur, shown as Parts 2 and 3 on Reference Plan 1-22763 are hereby dedicated as part of the public highway.
2. AND THAT the Clerk be authorized and instructed to have a copy of this by-law registered in the registry office of the division of Wellington County.
3. AND FURTHER THAT this by-law shall come into force on its passage.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED
THIS 24TH DAY OF JUNE 2024.**

ANDREW LENNOX, MAYOR

CATHERINE CONRAD, DEPUTY CLERK

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

BY-LAW NUMBER 054-2024

BEING A BY-LAW TO AUTHORIZE A MUNICIPAL FUNDING AGREEMENT ON THE CANADA COMMUNITY-BUILDING FUND BETWEEN THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH AND THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO (AMO)

WHEREAS:

The Corporation of the Township of Wellington North deems it expedient to enter into an agreement with AMO.

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH (“the Corporation”) enacts as follows:

1. The Corporation is hereby authorized to enter into a Municipal Funding Agreement on the Canada Community-Building Fund with the Association of Municipalities of Ontario (AMO) in the form attached hereto as Schedule “A”.
2. The Mayor and the Chief Administrative Officer are hereby authorized and directed to sign the agreement on behalf of the Corporation.

READ AND PASSED THIS 24TH DAY OF JUNE, 2024.

ANDREW LENNOX, MAYOR

CATHERINE CONRAD, DEPUTY CLERK

**MUNICIPAL FUNDING AGREEMENT
ON THE CANADA COMMUNITY-BUILDING FUND**

BETWEEN:

THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO

(referred to herein as “**AMO**”)

AND:

THE TOWNSHIP OF WELLINGTON NORTH

(a municipal corporation pursuant to the *Municipal Act, 2001*, referred to herein as the “**Recipient**”)

WHEREAS the Government of Canada, the Government of Ontario, AMO, and the City of Toronto are signatories to the Administrative Agreement on the Canada Community-Building Fund effective April 1, 2024 (the “**Administrative Agreement**”), which governs the transfer and use of the Canada Community-Building Fund (“**CCBF**”) in Ontario;

AND WHEREAS AMO is responsible for the administration of CCBF funding made available to all Municipalities in Ontario – except the City of Toronto – under the Administrative Agreement, and will therefore undertake (and require the Recipient to undertake) certain activities as set out in this Agreement;

AND WHEREAS the Recipient wishes to enter into this Agreement to access CCBF funding;

NOW THEREFORE the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATIONS

1.1 **Definitions.** For the purposes of this Agreement, the following terms shall have the meanings ascribed to them below:

“Annual Report” means the duly completed report to be prepared and delivered to AMO as described in Section 6.1.

“Asset Management” is a principle/practice that includes planning processes, approaches, plans, or related documents that support an integrated lifecycle approach to the effective stewardship of infrastructure assets to maximize benefits and effectively manage risk.

“Canada” means the Government of Canada, as represented by the Minister of Housing, Infrastructure and Communities.

“Canada Community-Building Fund” or “CCBF” means the program established under section 161 of the *Keeping Canada’s Economy and Jobs Growing Act*, S.C. 2011, c. 24 as amended by section 233 of the *Economic Action Plan 2013 Act, No. 1*, S.C. 2013, c. 33, as the Gas Tax Fund and renamed the Canada Community-Building Fund in section 199 of *Budget Implementation Act, 2021, No. 1*.

“Contract” means an agreement between the Recipient and a Third Party whereby the latter agrees to supply a product or service to an Eligible Project in return for financial consideration.

“Eligible Expenditure” means an expenditure described as eligible in Schedule B or deemed eligible by Canada in accordance with Section 4.2.

“Eligible Investment Category” means an investment category listed in Schedule A or deemed eligible by Canada in accordance with Section 3.2.

“Eligible Project” means a project that fits within an Eligible Investment Category.

“Event of Default” has the meaning given to it in Section 13.1 of this Agreement.

“Funds” mean the funds made available to the Recipient through the CCBF or any other source of funding as determined by Canada. Funds are made available pursuant to this Agreement and includes any interest earned on the said Funds. Funds transferred to another Municipality in accordance with Section 5.3 of this Agreement are to be treated as Funds by the Municipality to which the Funds are transferred; and Funds transferred to a non-municipal entity in accordance with Section 5.4 of this Agreement shall remain as Funds under this Agreement for all purposes and the Recipient shall continue to be bound by all provisions of this Agreement with respect to such transferred Funds.

“Housing Needs Assessment” or **“HNA”** means a report informed by data and research describing the current and future housing needs of a Municipality or community according to guidance provided by Canada.

“Ineligible Expenditures” means those expenditures described as ineligible in Schedule C or deemed ineligible by Canada in accordance with Section 4.2.

“Infrastructure” means tangible capital assets that are primarily for public use or benefit in Ontario – whether municipal or regional, and whether publicly or privately owned.

“Lower-Tier Municipality” means a Municipality that forms part of an Upper-Tier Municipality for municipal purposes, as defined under the *Municipal Act, 2001*, S.O. 2001, c. 25.

“Municipal Fiscal Year” means the period beginning January 1st of a year and ending December 31st of the same year.

“Municipality” and **“Municipalities”** means every municipality as defined under the *Municipal Act, 2001*, S.O. 2001, c. 25.

“Non-Municipal Transfer By-law” means a by-law passed by Council of the Recipient pursuant to Section 5.4 of this Agreement.

“Parties” means AMO and the Recipient.

“Prior Agreement” means the municipal funding agreement for the transfer of federal gas tax funds entered into by AMO and the Recipient, effective April 2014 and with an expiry date of March 31, 2024.

“Single-Tier Municipality” means a Municipality, other than an Upper-Tier Municipality, that does not form part of an Upper-Tier Municipality for municipal purposes, as defined under the *Municipal Act, 2001*, S.O. 2001 c. 25.

“Third Party” means any person or legal entity, other than the Parties to this Agreement, who participates in the implementation of an Eligible Project by means of a Contract.

“Transfer By-law” means a by-law passed by Council of the Recipient pursuant to Section 5.3 of this Agreement.

“Unspent Funds” means the amount reported as unspent by the Recipient as of December 31, 2023 in the Recipient’s 2023 Annual Report (as defined under the Prior Agreement).

“Upper-Tier Municipality” means a Municipality of which two or more Lower-Tier Municipalities form part for municipal purposes, as defined under the *Municipal Act, 2001*, S.O. 2001 c. 25.

1.2 Interpretations

- a) **“Agreement”** refers to this agreement as a whole, including the cover and execution pages and all of the schedules hereto, and all amendments made hereto in accordance with the provisions hereof.
- b) The words **“herein”**, **“hereof”** and **“hereunder”** and other words of similar import refer to this Agreement as a whole and not any particular schedule, article, section, paragraph or other subdivision of this Agreement.
- c) The term **“including”** or **“includes”** means including or includes (as applicable) without limitation or restriction.
- d) Any reference to a federal or provincial statute is to such statute and to the regulations made pursuant to such statute as such statute and regulations may at any time be amended or modified and in effect and to any statute or regulations that may be passed that have the effect of supplementing or superseding such statute or regulations.

2. TERM OF THE AGREEMENT

- 2.1 **Term.** Subject to any extension or termination of this Agreement or the survival of any of the provisions of this Agreement pursuant to the provisions contained herein, this Agreement shall come into effect as of April 1, 2024 up to and including March 31, 2034.
- 2.2 **Review.** This Agreement will be reviewed by AMO by June 30, 2027.
- 2.3 **Amendment.** This Agreement may be amended at any time in writing as agreed to by AMO and the Recipient.
- 2.4 **Notice.** Any of the Parties may terminate this Agreement on two (2) years written notice.
- 2.5 **Prior Agreement.** The Parties agree that the Prior Agreement, including Section 15.5 thereof, is hereby terminated. Notwithstanding the termination of the Prior Agreement, including Section 15.5, the reporting and indemnity obligations of the Recipient thereunder with respect to expended Funds governed by the Prior Agreement as set forth in Sections 5, 7, 10.3, 10.4 and 10.5 of the Prior Agreement shall survive the said termination.

3. ELIGIBLE PROJECTS

- 3.1 **Eligible Projects.** Eligible Projects are those that fit within an Eligible Investment Category. Eligible Investment Categories are listed in Schedule A.
- 3.2 **Discretion of Canada.** The eligibility of any investment category not listed in Schedule A is solely at the discretion of Canada.
- 3.3 **Recipient Fully Responsible.** The Recipient is fully responsible for the completion of each Eligible Project in accordance with Schedule A and Schedule B.

4. ELIGIBLE EXPENDITURES

- 4.1 **Eligible Expenditures and Ineligible Expenditures.** Eligible Expenditures are described in Schedule B. Ineligible Expenditures are described in Schedule C.
- 4.2 **Discretion of Canada.** The eligibility of any item not listed in Schedule B or Schedule C to this Agreement is solely at the discretion of Canada.
- 4.3 **Reasonable Access.** The Recipient shall allow AMO and Canada reasonable and timely access to all documentation, records and accounts and those of their respective agents or Third Parties related to the receipt, deposit and use of Funds and Unspent Funds, and any interest earned thereon, and all other relevant information and documentation requested by AMO or Canada or their respective designated representatives for the purposes of audit, evaluation, and ensuring compliance with this Agreement.
- 4.4 **Retention of Receipts.** The Recipient will keep proper and accurate accounts and records of all Eligible Projects including invoices and receipts for Eligible Expenditures for at least six (6) years after the completion of the project.
- 4.5 **Contracts.** The Recipient will award and manage all Contracts in accordance with its relevant policies and procedures and, if applicable, in accordance with any domestic or international trade agreements, and all other applicable laws. The Recipient will ensure any of its Contracts for the supply of services or materials to implement its responsibilities under this Agreement will be awarded in a way that is transparent, competitive, consistent with value for money principles and pursuant to its adopted procurement policy.

5. FUNDS

- 5.1 **Use of Funds.** The Recipient acknowledges and agrees the Funds are intended for and shall be used only for Eligible Expenditures in respect of Eligible Projects.

-
- 5.2 **Unspent Funds.** Any Unspent Funds, and any interest earned thereon, will be subject to the terms and conditions of this Agreement, and will no longer be governed by the terms and conditions of the Prior Agreement.
- 5.3 **Transfer of Funds to a Municipality.** Where a Recipient decides to allocate and transfer Funds to another Municipality (the “Transferee Municipality”):
- a) The allocation and transfer shall be authorized by a Transfer By-law. The Transfer By-law shall be passed by the Recipient’s council and submitted to AMO as soon thereafter as practicable. The Transfer By-law shall identify the Transferee Municipality and the amount of Funds the Transferee Municipality is to receive for the Municipal Fiscal Year(s) specified in the Transfer By-law.
 - b) The Recipient is still required to submit an Annual Report in accordance with Section 6.1 hereof with respect to the Funds transferred.
 - c) No transfer of Funds pursuant to this Section 5.3 shall be effected unless and until the Transferee Municipality has either (i) entered into an agreement with AMO on substantially the same terms as this Agreement, or (ii) has executed and delivered to AMO a written undertaking to assume all of the Recipient’s obligations under this Agreement with respect to the Funds transferred, such as undertaking in a form satisfactory to AMO.
- 5.4 **Transfer of Funds to a Non-Municipal Entity.** Where a Recipient decides to support an Eligible Project undertaken by a non-municipal entity (whether a for profit, non-governmental, or not-for profit organization):
- a) The provision of such support shall be authorized by a Transfer By-law (a “Non-Municipal Transfer By-law”). The Non-Municipal Transfer By-law shall be passed by the Recipient’s council and submitted to AMO as soon as practicable thereafter. The Non-Municipal Transfer By-law shall identify the non-municipal entity, and the amount of Funds the non-municipal entity is to receive for that Eligible Project.
 - b) The Recipient shall continue to be bound by all the provisions of this Agreement notwithstanding any such transfer.
 - c) No transfer of Funds pursuant to this Section 5.4 shall be effected unless and until the non-municipal entity receiving the Funds has executed and delivered to AMO a written undertaking to assume all of the Recipient’s obligations under this Agreement with respect to the Funds transferred, in a form exclusively satisfactory to AMO.
- 5.5 **Payout of Funds.** Subject to Sections 5.14 and 5.15, AMO will transfer Funds twice yearly, on or before the dates agreed upon by Canada and AMO.
-

- 5.6 **Deposit of Funds.** The Recipient will deposit the Funds in:
- a) An interest-bearing bank account; or
 - b) An investment permitted under:
 - i. The Recipient's investment policy; and
 - ii. Provincial legislation and regulation.
- 5.7 **Interest Earnings and Investment Gains.** Interest earnings and investment gains will be:
- Proportionately allocated to the CCBF when applicable; and
 - Applied to Eligible Expenditures for Eligible Projects.
- 5.8 **Funds Advanced.** Funds shall be spent (in accordance with Sections 3 and 4) or transferred (in accordance with Sections 5.3 or 5.4) within five (5) years after the end of the year in which Funds were received. Unexpended Funds shall not be retained beyond such five (5) year period without the documented consent of AMO. AMO reserves the right to declare that unexpended Funds after five (5) years become a debt to Canada which the Recipient will reimburse forthwith on demand to AMO for transmission to Canada.
- 5.9 **Expenditure of Funds.** The Recipient shall expend all Funds by December 31, 2038.
- 5.10 **HST.** The use of Funds is based on the net amount of harmonized sales tax to be paid by the Recipient net of any applicable tax rebates.
- 5.11 **Limit on Canada's Financial Commitments.** The Recipient may use Funds to pay up to one hundred percent (100%) of Eligible Expenditures of an Eligible Project.
- 5.12 **Federal Funds.** The Recipient agrees that any Funds received will be treated as "federal funds" for the purpose of other federal infrastructure programs.
- 5.13 **Stacking.** If the Recipient is receiving federal funds under other federal infrastructure programs in respect of an Eligible Project to which the Recipient wishes to apply Funds, the maximum federal contribution limitation set out in any other federal infrastructure program agreement made in respect of that Eligible Project shall continue to apply.
- 5.14 **Withholding Payment.** AMO may, in its exclusive discretion, withhold Funds where the Recipient is in default of compliance with any provisions of this Agreement.
- 5.15 **Insufficient Funds Provided by Canada.** Notwithstanding the provisions of Section 2, if Canada does not provide sufficient funds to continue the Funds for any Municipal

Fiscal Year during which this Agreement is in effect, AMO may immediately terminate this Agreement on written notice to the Recipient.

6. REPORTING REQUIREMENTS

- 6.1 **Annual Report.** The Recipient shall submit a report to AMO by April 30th each year, or as otherwise notified by AMO. The report shall be submitted in an electronic format deemed acceptable by AMO and shall contain the information described in Schedule D.
- 6.2 **Project List.** The Recipient shall ensure that projects are reported in advance of construction. Information required is as noted in Section 2.3 of Schedule E.

7. ASSET MANAGEMENT

- 7.1 **Implementation of Asset Management.** The Recipient will develop and implement an Asset Management plan, culture, and methodology in accordance with legislation and regulation established by the Government of Ontario (e.g., O. Reg. 588/17).
- 7.2 **Asset Data.** The Recipient will continue to improve data describing the condition of, long-term cost of, levels of service provided by, and risks associated with infrastructure assets.

8. HOUSING NEEDS ASSESSMENT

- 8.1 **Requirement.** While an HNA is encouraged for all Municipalities, the Recipient must complete a HNA if it had a population of 30,000 or more on the 2021 Census of Canada and is a Single-Tier Municipality or a Lower-Tier Municipality.
- 8.2 **Content of the HNA.** The Recipient will prepare the HNA in accordance with the guidance provided from time to time by Canada.
- 8.3 **Use of HNA.** The Recipient is expected to prioritize projects that support the growth of the housing supply. The HNA is to be used by Municipalities to prioritize, where possible, Infrastructure or capacity building projects that support increased housing supply where it makes sense to do so.
- 8.4 **Publication of the HNA.** The Recipient will publish the HNA on its website.
- 8.5 **HNA reporting requirements.** The Recipient will send to AMO by March 31, 2025, unless otherwise agreed upon:
- a) A copy of any HNA it is required to complete in accordance with Section 8.1; and

- b) The URL to the published HNA on the Recipient's website.

9. COMMUNICATIONS REQUIREMENTS

- 9.1 The Recipient will comply with all communication requirements outlined in Schedule E.

10. RECORDS AND AUDIT

- 10.1 **Accounting Principles.** All accounting terms not otherwise defined herein have the meanings assigned to them; all calculations will be made and all financial data to be submitted will be prepared in accordance with generally accepted accounting principles ("GAAP") in effect in Ontario. GAAP will include, without limitation, those principles approved or recommended for local governments from time to time by the Public Sector Accounting Board or the Chartered Professional Accountants of Canada or any successor institute, applied on a consistent basis.
- 10.2 **Separate Records.** The Recipient shall maintain separate records and documentation for the Funds and keep all records including invoices, statements, receipts, and vouchers in respect of Funds expended on Eligible Projects in accordance with the Recipient's municipal records retention by-law. Upon reasonable notice by AMO or Canada, the Recipient shall submit all records and documentation relating to the Funds for inspection or audit.
- 10.3 **External Auditor.** AMO or Canada may request, upon written notice to Recipient, an audit of Eligible Project(s) or Annual Report(s). AMO shall retain an external auditor to carry out an audit and ensure that any auditor who conducts an audit pursuant to this Agreement or otherwise, provides a copy of the audit report to the Recipient.

11. INSURANCE AND INDEMNITY

- 11.1 **Insurance.** The Recipient shall put in effect and maintain in full force and effect or cause to be put into effect and maintained for the term of this Agreement all the necessary insurance with respect to each Eligible Project, including any Eligible Projects with respect to which the Recipient has transferred Funds pursuant to Section 5 of this Agreement, that would be considered appropriate for a prudent Municipality undertaking similar Eligible Projects, including, where appropriate and without limitation, property, construction, and liability insurance, which insurance coverage shall identify Canada and AMO as additional insureds for the purposes of the Eligible Projects.
- 11.2 **Certificates of Insurance.** Throughout the term of this Agreement, the Recipient shall have a valid certificate of insurance that confirms compliance with the requirements

of Section 11.1. The Recipient shall produce such certificate of insurance on request, including as part of any AMO or Canada audit.

11.3 **AMO Not Liable.** In no event shall Canada or AMO be liable for:

- Any bodily injury, death or property damages to the Recipient, its employees, agents, or consultants or for any claim, demand or action by any Third Party against the Recipient, its employees, agents, or consultants, arising out of or in any way related to this Agreement; or
- Any incidental, indirect, special, or consequential damages, or any loss of use, revenue or profit to the Recipient, its employees, agents, or consultants arising out of any or in any way related to this Agreement.

11.4 **Recipient to Compensate Canada.** The Recipient will ensure that it will not, at any time, hold the Government of Canada, its officers, servants, employees or agents responsible for any claims or losses of any kind that the Recipient, Third Parties or any other person or entity may suffer in relation to any matter related to the Funds or an Eligible Project and that the Recipient will, at all times, compensate Canada, its officers, servants, employees and agents for any claims or losses of any kind that any of them may suffer in relation to any matter related to CCBF funding or an Eligible Project.

11.5 **Recipient to Indemnify AMO.** The Recipient hereby agrees to indemnify and hold harmless AMO, its officers, servants, employees or agents (each of which is called an “**Indemnitee**”), from and against all claims, losses, damages, liabilities and related expenses including the fees, charges and disbursements of any counsel for any Indemnitee incurred by any Indemnitee or asserted against any Indemnitee by whomsoever brought or prosecuted in any manner based upon, or occasioned by, any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights caused by or arising directly or indirectly from:

- The Funds;
- The Recipient’s Eligible Projects, including the design, construction, operation, maintenance, and repair of any part or all of the Eligible Projects;
- The performance of this Agreement or the breach of any term or condition of this Agreement by the Recipient, its officers, servants, employees, and agents, or by a Third Party, its officers, servants, employees, or agents; and
- Any omission or other wilful or negligent act of the Recipient or Third Party and their respective officers, servants, employees, or agents.

12. TRANSFER AND OPERATION OF MUNICIPAL INFRASTRUCTURE

- 12.1 **Reinvestment.** The Recipient will invest into Eligible Projects, any revenue that is generated from the sale, lease, encumbrance, or other disposal of an asset resulting from an Eligible Project where such disposal takes place within five (5) years of the date of completion of the Eligible Project.
- 12.2 **Notice.** The Recipient shall notify AMO in writing 120 days in advance and at any time during the five (5) years following the date of completion of an Eligible Project if it is sold, leased, encumbered, or otherwise disposed of.
- 12.3 **Public Use.** The Recipient will ensure that Infrastructure resulting from any Eligible Project that is not sold, leased, encumbered, or otherwise disposed of, remains primarily for public use or benefit.

13. DEFAULT AND TERMINATION

- 13.1 **Event of Default.** AMO may declare in writing that an Event of Default has occurred when the Recipient has not complied with any condition, undertaking or term in this Agreement. AMO will not declare in writing that an Event of Default has occurred unless it has first consulted with the Recipient. For the purposes of this Agreement, each of the following events shall constitute an “Event of Default”:
- Failure by the Recipient to deliver in a timely manner an Annual Report or respond to questionnaires or reports as required;
 - Delivery of an Annual Report that discloses non-compliance with any condition, undertaking or material term in this Agreement;
 - Failure by the Recipient to co-operate in an external audit undertaken by Canada, AMO or their agents;
 - Delivery of an external audit report that discloses non-compliance with any condition, undertaking or term in this Agreement; and
 - Failure by the Recipient to expend Funds in accordance with the terms of this Agreement, including Section 5.8.
- 13.2 **Waiver.** AMO may withdraw its notice of an Event of Default if the Recipient, within thirty (30) calendar days of receipt of the notice, either corrects the default or demonstrates, to the satisfaction of AMO in its sole discretion that it has taken such steps as are necessary to correct the default.
- 13.3 **Remedies on Default.** If AMO declares that an Event of Default has occurred under Section 13.1, after thirty (30) calendar days from the Recipient’s receipt of the notice

of an Event of Default, it may immediately terminate this Agreement or suspend its obligation to pay the Funds. If AMO suspends payment, it may pay suspended Funds if AMO is satisfied that the default has been cured.

- 13.4 **Repayment of Funds.** If AMO declares that an Event of Default has not been cured to its exclusive satisfaction, AMO reserves the right to declare that prior payments of Funds become a debt to Canada which the Recipient will reimburse forthwith on demand to AMO for transmission to Canada.

14. CONFLICT OF INTEREST

- 14.1 **No Conflict of Interest.** The Recipient will ensure that no current member of the AMO Board of Directors and no current or former public servant or office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of Canada applies will derive direct benefit from the Funds, the Unspent Funds, and any interest earned thereon, unless the provision of receipt of such benefits is in compliance with such legislation, guidelines, policies or codes.

15. NOTICE

- 15.1 **Notice.** Any notice, information or document provided for under this Agreement will be effectively given if in writing and if delivered by hand, or overnight courier, mailed, postage or other charges prepaid, or sent by email to the addresses in Section 15.3. Any notice that is sent by hand or overnight courier service shall be deemed to have been given when received; any notice mailed shall be deemed to have been received on the eighth (8) calendar day following the day on which it was mailed; any notice sent by email shall be deemed to have been received on the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return email or other written acknowledgment), provided that in the case of a notice sent by email, if it is not given on a business day before 4:30 p.m. Eastern Standard Time, it shall be deemed to have been given at 8:30 a.m. on the next business day for the recipient.
- 15.2 **Representatives.** The individuals identified in Section 15.3 of this Agreement, in the first instance, act as AMO's or the Recipient's, as the case may be, representative for the purpose of implementing this Agreement.
- 15.3 **Addresses for Notice.** Further to Section 15.1 of this Agreement, notice can be given at the following addresses:

- If to AMO:

Executive Director
Canada Community-Building Fund Agreement
Association of Municipalities of Ontario
155 University Avenue, Suite 800
Toronto, ON M5H 3B7

Telephone: 416-971-9856
Email: ccbf@amo.on.ca

- If to the Recipient:

Treasurer
The Township of Wellington North
P.O. Box 125, 7490 Sideroad 7 W.
Kenilworth, ON N0G 2E0

16. MISCELLANEOUS

- 16.1 **Counterpart Signature.** This Agreement may be signed (including by electronic signature) and delivered (including by facsimile transmission, by email in PDF or similar format or using an online contracting service designated by AMO) in counterparts, and each signed and delivered counterpart will be deemed an original and both counterparts will together constitute one and the same document.
- 16.2 **Severability.** If for any reason a provision of this Agreement that is not a fundamental term is found to be or becomes invalid or unenforceable, in whole or in part, it will be deemed to be severable and will be deleted from this Agreement, but all the other terms and conditions of this Agreement will continue to be valid and enforceable.
- 16.3 **Waiver.** AMO may waive any right in this Agreement only in writing, and any tolerance or indulgence demonstrated by AMO will not constitute waiver of rights in this Agreement. Unless a waiver is executed in writing, AMO will be entitled to seek any remedy that it may have under this Agreement or under the law.
- 16.4 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in Ontario.
- 16.5 **Survival.** The Recipient agrees that the following sections and provisions of this Agreement shall extend for seven (7) years beyond the expiration or termination of this Agreement: Sections 4, 5.8, 5.9, 6.1, 11.4, 11.5, 12, 13.4 and 16.8.
- 16.6 **AMO, Canada and Recipient Independent.** The Recipient will ensure its actions do not establish or will not be deemed to establish a partnership, joint venture, principal-

agent relationship, or employer-employee relationship in any way or for any purpose whatsoever between Canada and the Recipient, between AMO and the Recipient, between Canada and a Third Party or between AMO and a Third Party.

- 16.7 **No Authority to Represent.** The Recipient will ensure that it does not represent itself, including in any agreement with a Third Party, as a partner, employee, or agent of Canada or AMO.
- 16.8 **Debts Due to AMO.** Any amount owed under this Agreement will constitute a debt due to AMO, which the Recipient will reimburse forthwith, on demand, to AMO.
- 16.9 **Priority.** In the event of a conflict, the part of this Agreement that precedes the signature of the Parties will take precedence over the Schedules.
- 16.10 **Complementarity.** The Recipient is to use the CCBF to complement, without replacing or displacing, other sources of funding for municipal infrastructure.
- 16.11 **Equity.** The Recipient is to consider Gender Based Analysis Plus (“**GBA+**”) lenses when undertaking a project.

17. SCHEDULES

- 17.1 This Agreement, including:

Schedule A	Eligible Investment Categories
Schedule B	Eligible Expenditures
Schedule C	Ineligible Expenditures
Schedule D	The Annual Report
Schedule E	Communications Requirements

constitute the entire agreement between the Parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements.

18. SIGNATURES

IN WITNESS WHEREOF, AMO and the Recipient have respectively executed, and delivered this Agreement, effective April 1, 2024.

THE TOWNSHIP OF WELLINGTON NORTH

By: _____

Name:	_____	Date	_____
Title:	_____		

_____	_____
Name:	Date
Title:	

THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO

By: _____

Name:	_____	Date	_____
Title: Executive Director			

_____	_____
Witness:	Date
Title:	

SCHEDULE A: ELIGIBLE INVESTMENT CATEGORIES

1. **Broadband connectivity** – investments in the construction, material enhancement, or renewal of infrastructure that provides internet access to residents, businesses, and/or institutions in Canadian communities.
2. **Brownfield redevelopment** – investments in the remediation or decontamination of a brownfield site within municipal boundaries – provided that the site is being redeveloped to construct a public park for municipal use, publicly owned social housing, or Infrastructure eligible under another investment category listed in this schedule.
3. **Capacity-building** – investments that strengthen the Recipient’s ability to develop long-term planning practices as described in Schedule B, item 2.
4. **Community energy systems** – investments in the construction, material enhancement, or renewal of infrastructure that generates energy or increases energy efficiency.
5. **Cultural infrastructure** – investments in the construction, material enhancement, or renewal of infrastructure that supports the arts, humanities, or heritage.
6. **Drinking water** – investments in the construction, material enhancement, or renewal of infrastructure that supports drinking water conservation, collection, treatment, and distribution systems.
7. **Fire halls** – investments in the construction, material enhancement, or renewal of fire halls and fire station infrastructure.
8. **Local roads and bridges** – investments in the construction, material enhancement, or renewal of roads, bridges, tunnels, highways, and active transportation infrastructure.
9. **Public transit** – investments in the construction, material enhancement, or renewal of infrastructure that supports a shared passenger transport system that is available for public use.
10. **Recreational infrastructure** – investments in the construction, material enhancement, or renewal of recreational facilities or networks.
11. **Regional and local airports** – investments in the construction, material enhancement, or renewal of airport-related infrastructure (excluding infrastructure in the National Airports System).
12. **Resilience** – investments in the construction, material enhancement, or renewal of built and natural infrastructure assets and systems that protect and strengthen the resilience

of communities and withstand and sustain service in the face of climate change, natural disasters, and extreme weather events.

13. **Short-line rail** – investments in the construction, material enhancement, or renewal of railway-related infrastructure for carriage of passengers or freight.
14. **Short-sea shipping** – investments in the construction, material enhancement, or renewal of infrastructure related to the movement of cargo and passengers around the coast and on inland waterways, without directly crossing an ocean.
15. **Solid waste** – investments in the construction, material enhancement, or renewal of infrastructure that supports solid waste management systems (including the collection, diversion, and disposal of recyclables, compostable materials, and garbage).
16. **Sport infrastructure** – investments in the construction, material enhancement, or renewal of amateur sport infrastructure (facilities housing professional or semi-professional sports teams are ineligible).
17. **Tourism infrastructure** – investments in the construction, material enhancement, or renewal of infrastructure that attracts travelers for recreation, leisure, business, or other purposes.
18. **Wastewater** – investments in the construction, material enhancement, or renewal of infrastructure that supports wastewater and storm water collection, treatment, and management systems.

Note: Investments in health infrastructure (e.g., hospitals, long-term care facilities, convalescent centres, and senior centres) are not eligible.

SCHEDULE B: ELIGIBLE EXPENDITURES

Eligible Expenditures will be limited to the following:

1. **Infrastructure investments** – expenditures associated with acquiring, planning, designing, constructing, or renovating a tangible capital asset and any related debt financing charges specifically identified with that asset.
2. **Capacity-building costs** – for projects eligible under the capacity-building category only, expenditures associated with the development and implementation of:
 - Capital investment plans, integrated community sustainability plans, integrated regional plans, housing needs assessments, or asset management plans;
 - Studies, strategies, systems, software, third-party assessments, plans, or training related to asset management;
 - Studies, strategies, systems, or plans related to housing or land use;
 - Studies, strategies, or plans related to the long-term management of infrastructure; and
 - Other initiatives that strengthen the Recipient's ability to improve local and regional planning.
3. **Joint communications and signage costs** – expenditures directly associated with joint federal communication activities and with federal project signage.
4. **Employee costs** – the costs of the Recipient's employees for projects eligible under the capacity-building category only – provided that the costs, on an annual basis, do not exceed the lesser of:
 - 40% of the Recipient's annual allocation (i.e., the amount of CCBF funding made available to the Recipient by AMO under Section 5.5 of this Agreement); or
 - \$80,000.

SCHEDULE C: INELIGIBLE EXPENDITURES

The following are deemed Ineligible Expenditures:

1. **Costs incurred before the Fund was established** – project expenditures incurred before April 1, 2005.
2. **Costs incurred before categories were eligible** – project expenditures incurred:
 - Before April 1, 2014 – under the broadband connectivity, brownfield redevelopment, cultural infrastructure, disaster mitigation (now resilience), recreational infrastructure, regional and local airports, short-line rail, short-sea shipping, sport infrastructure, and tourism infrastructure categories; and.
 - Before April 1, 2021 – under the fire halls category.
3. **Internal costs** – the Recipient's overhead costs (including salaries and other employment benefits), operating or administrative costs (related to planning, engineering, architecture, supervision, management, and other activities normally carried out by the Recipient's staff), and equipment leasing costs – except in accordance with Eligible Expenditures described in Schedule B.
4. **Rebated costs** – taxes for which the Recipient is eligible for a tax rebate and all other costs eligible for rebates.
5. **Land costs** – the purchase of land or any interest therein and related costs.
6. **Legal fees.**
7. **Routine repair or maintenance costs** – costs that do not result in the construction, material enhancement, or renewal of a tangible capital asset.
8. **Investments in health infrastructure** – costs associated with health infrastructure or assets (e.g., hospitals, long-term care facilities, convalescent centres, and senior centres).
9. **Investments in professional or semi-professional sports facilities** – costs associated with facilities used by professional or semi-professional sports teams.

SCHEDULE D: ANNUAL REPORT

The Annual Report may include – but is not necessarily limited to – the following information pertaining to the previous fiscal year:

1. **Financial information** – and particularly:
 - Interest earnings and investment gains – in accordance with Section 5.7;
 - Proceeds from the disposal of assets – in accordance with Section 12.1;
 - Outgoing transfers – in accordance with Sections 5.3 and 5.4;
 - Incoming transfers – in accordance with Section 5.3; and
 - Amounts paid – in aggregate for Eligible Expenditures on each Eligible Project.
2. **Project information** – describing each Eligible Project that started, ended, or was ongoing in the reporting year.
3. **Results** – and particularly:
 - Expected outputs and outcomes for each ongoing Eligible Project;
 - Outputs generated and outcomes achieved for each Eligible Project that ended construction in the reporting year; and
 - Housing outcomes resulting from each Eligible Project that ended construction in the reporting year, and specifically:
 - i. The number of housing units enabled, supported, or preserved; and
 - ii. The number of affordable housing units enabled, supported, or preserved.
4. **Other information** – such as:
 - Progress made in the development and implementation of asset management plans and systems; and
 - The impact of the CCBF on housing pressures tied to infrastructure gaps, the housing supply, and housing affordability.

SCHEDULE E: COMMUNICATIONS REQUIREMENTS

1. COMMUNICATIONS ACTIVITIES

- 1.1 **Scope.** The provisions of this Schedule apply to all communications activities related to any Funds and Eligible Projects.
- 1.2 **Definition.** Communications activities may include (but are not limited to) public or media events, news releases, reports, web articles, blogs, project signs, digital signs, publications, success stories and vignettes, photo compilations, videos, advertising campaigns, awareness campaigns, editorials, award programs, and multi-media products.

2. INFORMATION SHARING REQUIREMENTS

- 2.1 **Notification requirements.** The Recipient must report all active Eligible Projects to AMO in advance of construction each year. Reports must be submitted in an electronic format deemed acceptable by AMO.
- 2.2 **Active Eligible Projects.** Active Eligible Projects are those Eligible Projects that either begin in the current calendar year or are ongoing in the current calendar year.
- 2.3 **Information required.** The report must include, at a minimum, the name, category, description, expected outcomes, anticipated CCBF contribution, anticipated start date, and anticipated end date of each active Eligible Project.

3. PROJECT SIGNAGE REQUIREMENTS

- 3.1 **Installation requirements.** Unless otherwise approved by Canada, the Recipient must install a federal sign to recognize federal funding for each Eligible Project in accordance with design, content, and installation guidelines provided by Canada.
- 3.2 **Permanent signs, plaques, and markers.** Permanent signage, plaques, and markers recognizing municipal or provincial contributions to an Eligible Project must also recognize the federal contribution and must be approved by Canada.
- 3.3 **Responsibilities.** The Recipient is responsible for the production and installation of Eligible Project signage in accordance with Section 3 of this Schedule E, except as otherwise agreed upon.
- 3.4 **Reporting requirements.** The Recipient must inform AMO of signage installations in a manner determined by AMO.

4. DIGITAL COMMUNICATIONS REQUIREMENTS

- 4.1 **Social media.** AMO maintains accounts dedicated to the CCBF on several social media networks. The Recipient must @mention the relevant account when producing content that promotes or communicates progress on one or more Eligible Projects. AMO's CCBF-dedicated social media accounts are identified on www.buildingcommunities.ca.
- 4.2 **Websites and webpages.** Websites and webpages created to promote or communicate progress on one or more Eligible Projects must recognize federal funding using either:
- a) A digital sign; or
 - b) The Canada wordmark and the following wording (as applicable):
 - i. "This project is funded in part by the Government of Canada"; or
 - ii. "This project is funded by the Government of Canada".

The Canada wordmark or digital sign must link to www.infrastructure.gc.ca. Guidelines describing how this recognition is to appear and language requirements are posted at <http://www.infrastructure.gc.ca/pub/signage-panneaux/intro-eng.html>.

5. REQUIREMENTS FOR MEDIA EVENTS AND ANNOUNCEMENTS

- 5.1 **Definitions.** Media events and announcements include, but are not limited to, news conferences, public announcements, and the issuing of news releases to communicate the funding of Eligible Projects or achievement of key milestones (such as groundbreaking ceremonies, grand openings, and completions).
- 5.2 **Authority.** Canada, AMO, or the Recipient may request a media event or announcement.
- 5.3 **Notification requirements.** Media events and announcements must not proceed without the prior knowledge and agreement of AMO, Canada, and the Recipient.
- 5.4 **Notice.** The requester of a media event or announcement must provide at least fifteen (15) business days' notice to other parties of their intention to undertake such an event or announcement. If communications are proposed through a news release with no supporting event, Canada additionally requires five (5) business days with the draft news release to secure approvals and confirm the federal representative's quote.
- 5.5 **Date and location.** Media events and announcements must take place at a date and location that is mutually agreed to by the Recipient, AMO and Canada.

- 5.6 **Representatives.** The Recipient, AMO, and Canada will have the opportunity to participate in media events and announcements through a designated representative. Each Party will choose its own designated representative.
- 5.7 **Responsibilities.** AMO and the Recipient are responsible for coordinating all onsite logistics for media events and announcements unless otherwise agreed on.
- 5.8 **No unreasonable delay.** The Recipient must not unreasonably delay media events and announcements.
- 5.9 **Precedence.** The conduct of all joint media events, announcements, and supporting communications materials (e.g., news releases, media advisories) will follow the [Table of Precedence for Canada](#).
- 5.10 **Federal approval.** All joint communications material related to media events and announcements must be approved by Canada and recognize the funding of all contributors.
- 5.11 **Federal policies.** All joint communications material must reflect Canada's Policy on Official Languages and the Policy on Communications and Federal Identity.
- 5.12 **Equal visibility.** The Recipient, Canada, and AMO will have equal visibility in all communications activities.

6. PROGRAM COMMUNICATIONS

- 6.1 **Own communications activities.** The Recipient may include messaging in its own communications products and activities with regards to the use of Funds.
- 6.2 **Funding acknowledgements.** The Recipient must recognize the funding of all contributors when undertaking such activities.

7. OPERATIONAL COMMUNICATIONS

- 7.1 **Responsibilities.** The Recipient is solely responsible for operational communications with respect to the Eligible Projects, including but not limited to, calls for tender, construction, and public safety notices. Operational communications as described above are not subject to the federal official languages policy.
- 7.2 **Federal funding acknowledgement.** Operational communications should include, where appropriate, the following statement (as appropriate):
- a) "This project is funded in part by the Government of Canada"; or
 - b) "This project is funded by the Government of Canada".

- 7.3 **Notification requirements.** The Recipient must share information promptly with AMO should significant emerging media or stakeholder issues relating to an Eligible Project arise. AMO will advise the Recipient, when appropriate, about media inquiries received concerning an Eligible Project.

8. COMMUNICATING SUCCESS STORIES

- 8.1 **Participation requirements.** The Recipient must work with Canada and AMO when asked to collaborate on communications activities – including, but not limited to, Eligible Project success stories (including positive impacts on housing), Eligible Project vignettes, and Eligible Project start-to-finish features.

9. ADVERTISING CAMPAIGNS

- 9.1 **Responsibilities.** The Recipient may, at its own cost, organize an advertising or public information campaign related to the use of the Funds or Eligible Projects, provided that the campaign respects the provisions of this Agreement.
- 9.2 **Notice.** The Recipient must inform Canada and AMO of its intention to organize a campaign no less than twenty-one (21) working days prior to the launch of the campaign.

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

BY-LAW NUMBER 055-2024

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF A
DEVELOPMENT AGREEMENT ON PART LOT G MACDONALD'S
SURVEY PART 2, 61R22213; TOWNSHIP OF WELLINGTON NORTH**

PIN: 71054-0188 (LT)

WHEREAS Mamta Developments Inc. 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 24TH DAY OF JUNE, 2024**

ANDREW LENNOX, MAYOR

CATHERINE CONRAD, DEPUTY CLERK

DEVELOPMENT AGREEMENT

THIS AGREEMENT made as of the 24th day of June, 2024.

B E T W E E N:

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

(the “Township”)

- and -

MAMTA DEVELOPMENTS INC.

(the “Owner”)

WHEREAS:

- A. The Owner is the owner of the lands described in Schedule “A” (the “lands”);
- B. The Township is the owner of Martin Street, Mount Forest, the street upon which the lands front described in Schedule “B” (the “Township Street”);
- C. The County of Wellington Planning and Land Division Committee has approved the severance of the lands to permit the construction of six (6) single family detached dwellings (the “Development Lands”) subject to the conditions of approval as listed in Schedule “C” (the “Consent Approvals”);
- D. The Consent Approvals require 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”)

NOW THEREFORE in consideration of the terms and premises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, the parties agree as follows:

1. **Building Permits.** In consideration of the Township issuing a building permit to the owner, the Owner covenants and agrees not to apply for an occupancy permit for the Development Lands until all of the requirements under paragraphs 2, 3, 5 and 8 of this Agreement have been carried out to the satisfaction of the Township.
2. **Construction of the Works.** The Owner covenants and agrees to construct and improve that portion of the Township Streets including the installation of water service, sanitary sewer, storm sewer, hard surface roadway treatment, curbs, gutter, sidewalk and other municipal services pursuant to the plans described in Schedule “D” (the “Works”), in accordance with the engineer’s drawings and to the standard and satisfaction of the Township.
3. The Owner agrees to pay the entire estimated costs of the Works described in Schedule “E” (the “Estimated Costs of the Works”). The Owner shall pay 100% of the Estimated Cost of Works as detailed in Schedule “E” Notwithstanding the Estimated Costs of the

Works, the Owner agrees to pay for the entire actual costs even if such costs are greater than the estimate.

4. The Owner covenants and agrees to register easements in gross favour of the Township for transformer and grounding easement to the satisfaction of the Township.
5. **Obligation to Grade and Maintain Grading on the Development Lands.** The Owner shall at their cost comply with all grading and stormwater management requirements of the Township with respect to the Development Lands, including a Lot Grading and Drainage Plan prepared by an engineer or Ontario Land Surveyor approved by the Township and a final lot grading certification by an engineer or Ontario Land Surveyor to the satisfaction of the Township.
6. The Owner shall construct the development and grade the Development Lands pursuant to the Approved Grading Plans. The Owner and each subsequent owner shall not block, impede, obstruct, or prevent the flow of surface water as provided for in the Approved Grading Plans by the construction, erection or placement thereon of any damming device, building, structure or other means. The Owner and all subsequent owners of the lands shall maintain the grading of each lot of the Development Lands in accordance with the Approved Grading Plans. The Township may direct the Owner or subsequent owner to remedy any default in compliance with this paragraph failing which the Township may remedy such default at the Owner or subsequent owner's expense, the cost of which may be added to the tax roll and collected in the same manner as taxes.
7. **Engineering Inspection.** During construction and installation of the Works, the Owner shall have onsite engineering inspection in place to the satisfaction of the Township to ensure compliance with the required and approved engineer's plans.
 - (i) The Owner shall employ engineers registered with Professional Engineers Ontario and approved by the Township to provide the field layout, the contract administration, necessary contract(s) and full-time supervision inspection of construction. The Owner's Engineer shall provide certification that the installation of services was in conformance with said plans, documents and specifications, such certification to be in a form acceptable to the Township Solicitor and the Township Engineer.
8. **Security.** Prior to the commencement of construction of the Works and obligations required under this agreement, the Owner shall supply the Township with cash or a letter of credit (the "Security Deposit") in form satisfactory to the Chief Building Official ("CBO") and in an amount of TWO HUNDRED TWENTY NINE THOUSAND AND EIGHT HUNDRED DOLLARS (\$229,800.00) as found in Schedule C, sufficiently guaranteeing the satisfactory completion of the Works (the "Security Deposit"). The Security Deposit shall be equivalent to 100% of the Owners Share of the Estimated Costs of the Works. No interest shall be payable on any such security deposit.
 - (i) Hereby acknowledges and agrees that should there be a deficiency in or failure to carry out any work or matter required by any clause of this Agreement, whether or not such work or matter is specifically secured by way of the

Security Deposit, and the Owner fails to comply, within thirty (30) days written notice, with a direction to carry out such work or matter, the Township may draw on the Security Deposit and enter onto the subject lands and complete all outstanding works or matters, and pay all costs and expenses incurred thereby from the proceeds so drawn.

- (ii) Hereby acknowledges and agrees that the Township reserves the right to draw on and use the Security Deposit to complete any work or matter required to be done by the Owner pursuant to this Agreement. The Owner further acknowledges and agrees that, notwithstanding section 8 to this Agreement, in the event that the Municipality determines that any reduction in the letter of credit will create a shortfall with respect to securing the completion of any work or matter remaining to be carried out by the Owner pursuant to this Agreement, the Municipality will not be obligated to reduce the Security Deposit until such time as such work is completed to the satisfaction of the Township or the Township has sufficient security to ensure that such work will be completed.

9. The Security Deposit shall be kept in full force and effect until such time as the Owner's engineer confirms and the Township accepts that:

- (i) the Owner has constructed the Work and all remedial work and deficiencies have been corrected as described in paragraph 11 below; and
- (ii) the Owner has performed all of its obligations under this Agreement.

Notwithstanding compliance with the foregoing, the Owner acknowledges that when the work is completed to the satisfaction of the Township Engineer and all Works have been certified by the Owner's Engineer, the Security may be reduced to an amount equal to ten (10%) per cent of the original amount determined by the Township Engineer and shall not be further reduced until the Township Engineer has approved the works at the end of the Maintenance Period as defined in paragraph 10 and subject to paragraph 10. No interest shall be payable on any such security deposit. The Township will not be required to provide 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.

10. **Maintenance Period.** Subject to paragraph 11 below, the Owner guarantees the performance of the Works for a period of two (2) year after the completion of the Works (the "Maintenance Period").

11. Upon expiry of the Maintenance Period, the Owner's engineer shall provide a letter to the Township confirming all of the deficiencies have been corrected. Such letter will act as notice for a request to the Township engineer to conduct a maintenance clearance inspection, such inspection shall be conducted within twenty (20) days after receipt of the notice. The Township engineer will not be required to perform a maintenance clearance inspection 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.

12. **As Recorded Drawings**

The Owner covenants and agrees to have the Owner's Engineer prepare and submit As Recorded Drawings within six (6) months of completion of the Works to the Township's Development Technologist for review in electronic files (PDF) format. Once approved by Township staff, the Owner shall submit 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 current as constructed drawing submission requirements.

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 three (3) 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.

13. **The Township's Professional Fees and Disbursements.** The Owner shall reimburse the Township for all of its engineering and legal expenses including professional fees and disbursements in connection with the development and implementation of this Agreement and further the Owner shall pay the sum of FIVE THOUSAND DOLLARS (\$5,000.00) to the Township on or before the signing of this Agreement as a deposit toward such professional fees and disbursements. At the time that the deposit has been depleted below the sum of FIVE HUNDRED DOLLARS (\$500.00) the Owner shall pay another deposit in the same or lesser amount as determined by the Township, and if necessary thereafter such further deposits shall be made until the depletion of the amount of any deposit on hand below the sum of \$500.00 until the requirements under paragraphs 2 – 12 have been completed. Without limiting the foregoing, the Owner shall reimburse the Township for all of the Township's own third party review costs relating to approvals required from the Township under this Agreement.
14. **Local Services.** The Owner acknowledges and agrees that the requirement to construct the services and facilities under this Agreement is pursuant to the Condition of Approval under Section 53 of the Planning Act and these are local services pursuant to subsection 59 (2) of the Development Charges Act, 1997 installed by or paid for by the Owner.
15. **Development Charges Credits.** The Owner hereby releases and forever discharges the Township from any and all claims relating to payments under this Agreement, for credits against Development Charges payable under any by-law of the Township passed under the Development Charges Act, 1997 with respect to the development of the Development Lands as shown in Schedule A.
16. **Insurance.** The Owner shall obtain and maintain in full force and effect a policy of comprehensive general liability insurance, completed operations insurance, and automobile liability insurance, providing 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, with the Township and the Township's consulting engineer as additional insurers, 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 11 (e) 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. A 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.

- (i) 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.
 - (ii) 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.
 - (iii) 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.
17. **Registration of Agreement.** This Agreement shall be registered against the lands prior to the issuance by the Township of a clearance letter to the Wellington County Land Division Committee of the severance conditions for the Consent Approval.
18. **Construction Act.** The Owner covenants and agrees that it will hold back in its payments to any contractor or supplier to the Works, such amounts as may be required under the provisions of the *Construction Act*. The Owner agrees to indemnify and save harmless the Township from and against all claims, demands, actions, causes of action and costs resulting from any construction being performed by the Owner, its agents and assigns pursuant to the requirements of this Agreement. On demand by the Township, the Owner will take such steps as may be necessary to immediately discharge all liens registered upon Township Streets or any Township lands failing which the Township may take any steps necessary to discharge same and the Owner shall be liable for all costs on a full indemnity basis.
19. **Waiver.** The failure of the Township at any time to require performance by the Owner of any obligation under this Agreement shall in no way affect its right thereafter to enforce such obligation, nor shall the waiver by the Township of the performance of any obligation be taken or be held to be a waiver of the performance of the same or any other obligation at any later time. The Township shall specifically retain its rights at law to enforce this Agreement.
20. **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 the Agreement and the parties are entitled to all remedies arising from it.

21. **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* as amended.
22. **Enurement Clause.** The covenants, agreements, stipulations, declarations and provisions contained herein shall run with the lands and shall be binding upon the Owners and their heirs, administrators, successors and assigns and the benefit thereof shall enure to the Township and its successors and assigns.

-----the remainder of this page left intentionally blank -----

IN WITNESS WHEREOF this Agreement has been signed by the parties on the date first mentioned above.

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

ANDREW LENNOX - Mayor

KARREN WALLACE - Clerk
We have authority to bind the corporation.

MAMTA DEVELOPMENTS INC.

HARJINDER KANG - President
I have the authority to bind the corporation.

DEVELOPER'S MAILING ADDRESS:

54 Howell Street

Brampton

ON

L6Y 3H7

CITY

PROVINCE

POSTAL CODE

DEVELOPER'S PHONE NUMBER:

416-788-2142

DEVELOPER'S EMAIL ADDRESS:

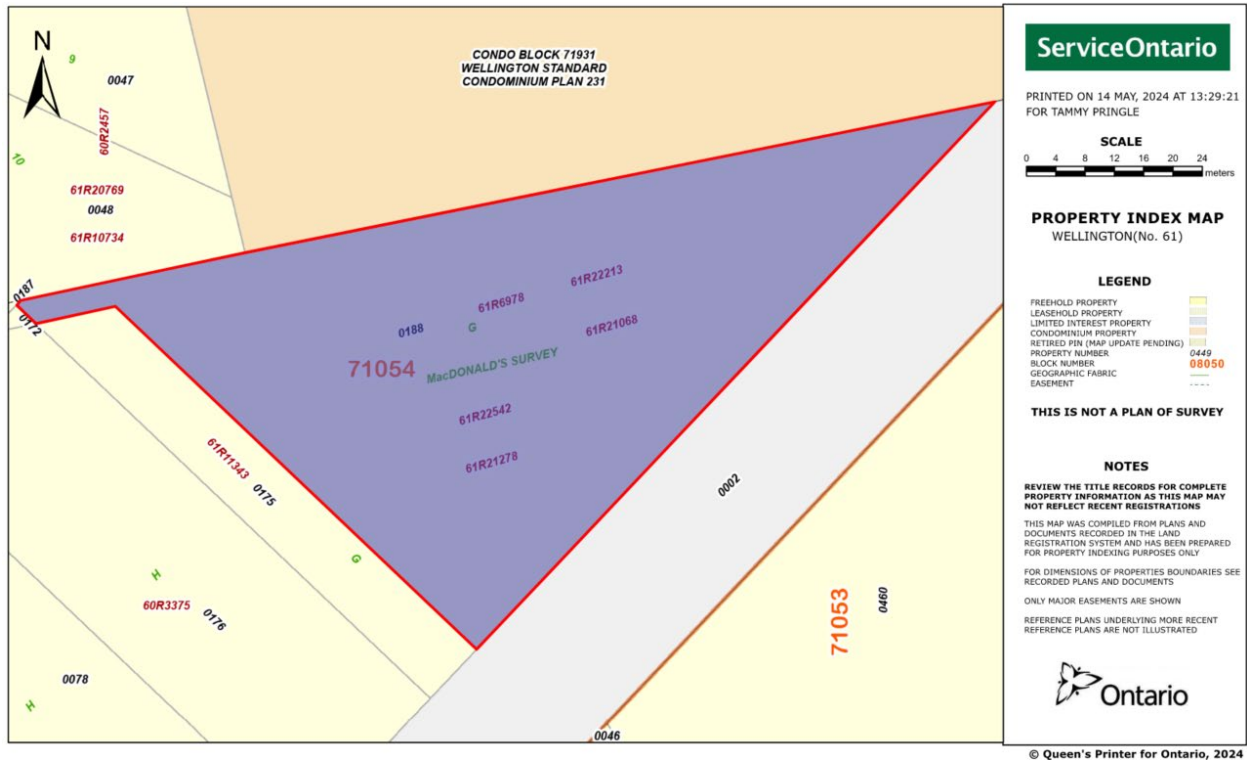
harjinder@ojalabankers.com

Schedule "A"
DESCRIPTION OF THE 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:

PART LOT G MACDONALD'S SURVEY PART 2, 61R22213; TOWNSHIP OF WELLINGTON NORTH

PIN: 71054-0188 (LT)



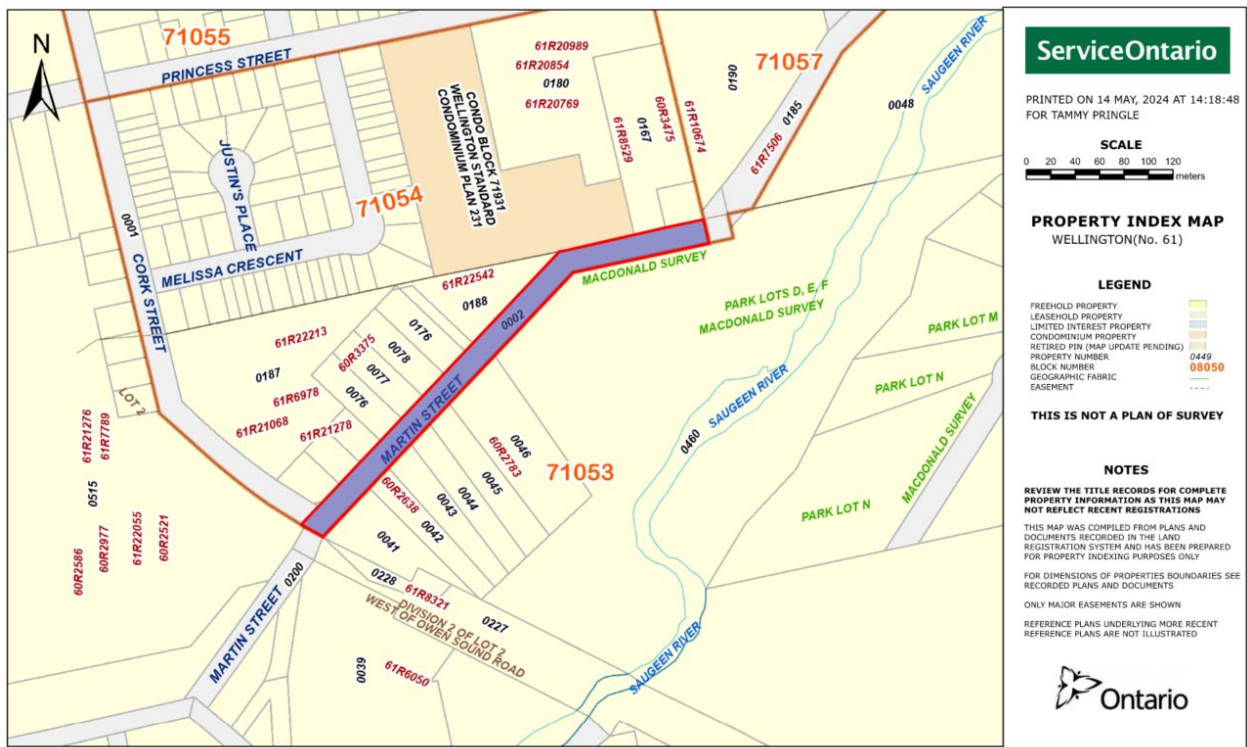
Schedule "B"
DESCRIPTION OF THE TOWNSHIP STREETS

ALL AND SINGULAR those certain parcel or tracts of land and premises situated, lying and being in the Township of Wellington North in the County of Wellington, being comprised of:

1. Martin Street, Mount Forest

MARTIN ST SURVEY MCDONALD'S MOUNT FOREST LYING E OF RAILWAY & W OF DUBLIN ST; WELLINGTON NORTH

PIN No. 71054-0002 (LT)



**Schedule “C”
LIST OF THE CONSENT APPROVALS**

CONSENT APPLICATION NUMBER	NOTICE OF INITIAL DECISION DATE	NOTICE OF NO APPEALS DATE
B4-23	April 19, 2023	May 11, 2023
B5-23	April 19, 2023	May 11, 2023
B6-23	April 19, 2023	May 11, 2023
B7-23	April 19, 2023	May 11, 2023
B8-23	April 19, 2023	May 11, 2023

**Schedule “D”
DESCRIPTION OF THE WORKS TO BE CONSTRUCTED**

The Works shall be constructed in accordance with the drawings issued by Cobide Engineering Inc., contract No. 22-03909-01 dated December 8, 2023, bearing the signature and seal of Travis L. burnside, P.Eng., Registered Professional Engineer over the date of December 8, 2023, and approved by the Township Engineer and such other plans submitted and approved by the Township Engineer.

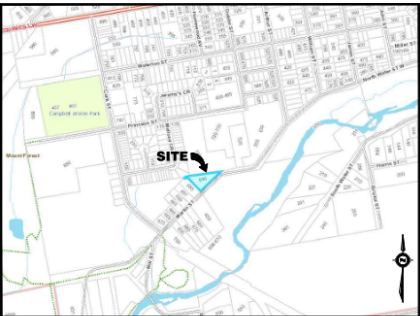
Approved Plan and Drawings

DOCUMENT NO	DOCUMENT NAME	LAST REVISION DATE	PREPARED BY
03909-TS	Title Sheet	DEC 08, 2023	Cobide Engineering Inc.
00909-C1	Existing Conditions and Removals	DEC 08, 2023	Cobide Engineering Inc.
03909-C2	Erosion and Soil Control Plan	DEC 08, 2023	Cobide Engineering Inc.
03909-C3	Site Plan	DEC 08, 2023	Cobide Engineering Inc.
03909-C4	Site Grading Plan	DEC 08, 2023	Cobide Engineering Inc.
00909-C5	Site Servicing Plan	DEC 08, 2023	Cobide Engineering Inc.
03909-C6	Composite Utility Plan	DEC 08, 2023	Cobide Engineering Inc.
03909-C7	General Notes & Miscellaneous Details 1	DEC 08, 2023	Cobide Engineering Inc.
03909-C8	Municipal Servicing Standards	DEC 08, 2023	Cobide Engineering Inc.

PROPOSED RESIDENTIAL DEVELOPMENT
FORMER TOWN OF MOUNT FOREST
TOWNSHIP OF WELLINGTON NORTH

CONTRACT NO. 22-03909-01


OWNER :
MAMTA HOMES



INDEX

<u>SHEET No.</u>	<u>DESCRIPTION</u>
03909-C1	EXISTING CONDITIONS AND REMOVALS PLAN
03909-C2	EROSION AND SOIL CONTROL PLAN
03909-C3	SITE PLAN
03909-C4	SITE GRADING PLAN
03909-C5	SITE SERVICING PLAN
03909-C6	COMPOSITE UTILITY PLAN
03909-C7	GENERAL NOTES & MISCELLANEOUS DETAILS 1
03909-C8	MUNICIPAL SERVICING STANDARDS

NO.	DATE	DESCRIPTION	BY	CHKD.
1	08/12/23	Issue for Review	TR	TR
2	08/15/23	Issue for Review	TR	TR
3	08/18/23	Issue for Review	TR	TR
4	08/22/23	Issue for Review	TR	TR
5	08/25/23	Issue for Review	TR	TR
6	08/28/23	Issue for Review	TR	TR
7	08/31/23	Issue for Review	TR	TR
8	09/05/23	Issue for Review	TR	TR
9	09/08/23	Issue for Review	TR	TR
10	09/11/23	Issue for Review	TR	TR
11	09/14/23	Issue for Review	TR	TR
12	09/17/23	Issue for Review	TR	TR
13	09/20/23	Issue for Review	TR	TR
14	09/23/23	Issue for Review	TR	TR
15	09/26/23	Issue for Review	TR	TR
16	09/29/23	Issue for Review	TR	TR
17	10/02/23	Issue for Review	TR	TR
18	10/05/23	Issue for Review	TR	TR
19	10/08/23	Issue for Review	TR	TR
20	10/11/23	Issue for Review	TR	TR
21	10/14/23	Issue for Review	TR	TR
22	10/17/23	Issue for Review	TR	TR
23	10/20/23	Issue for Review	TR	TR
24	10/23/23	Issue for Review	TR	TR
25	10/26/23	Issue for Review	TR	TR
26	10/29/23	Issue for Review	TR	TR
27	11/01/23	Issue for Review	TR	TR
28	11/04/23	Issue for Review	TR	TR
29	11/07/23	Issue for Review	TR	TR
30	11/10/23	Issue for Review	TR	TR
31	11/13/23	Issue for Review	TR	TR
32	11/16/23	Issue for Review	TR	TR
33	11/19/23	Issue for Review	TR	TR
34	11/22/23	Issue for Review	TR	TR
35	11/25/23	Issue for Review	TR	TR
36	11/28/23	Issue for Review	TR	TR
37	12/01/23	Issue for Review	TR	TR
38	12/04/23	Issue for Review	TR	TR
39	12/07/23	Issue for Review	TR	TR
40	12/10/23	Issue for Review	TR	TR
41	12/13/23	Issue for Review	TR	TR
42	12/16/23	Issue for Review	TR	TR
43	12/19/23	Issue for Review	TR	TR
44	12/22/23	Issue for Review	TR	TR
45	12/25/23	Issue for Review	TR	TR
46	12/28/23	Issue for Review	TR	TR
47	12/31/23	Issue for Review	TR	TR

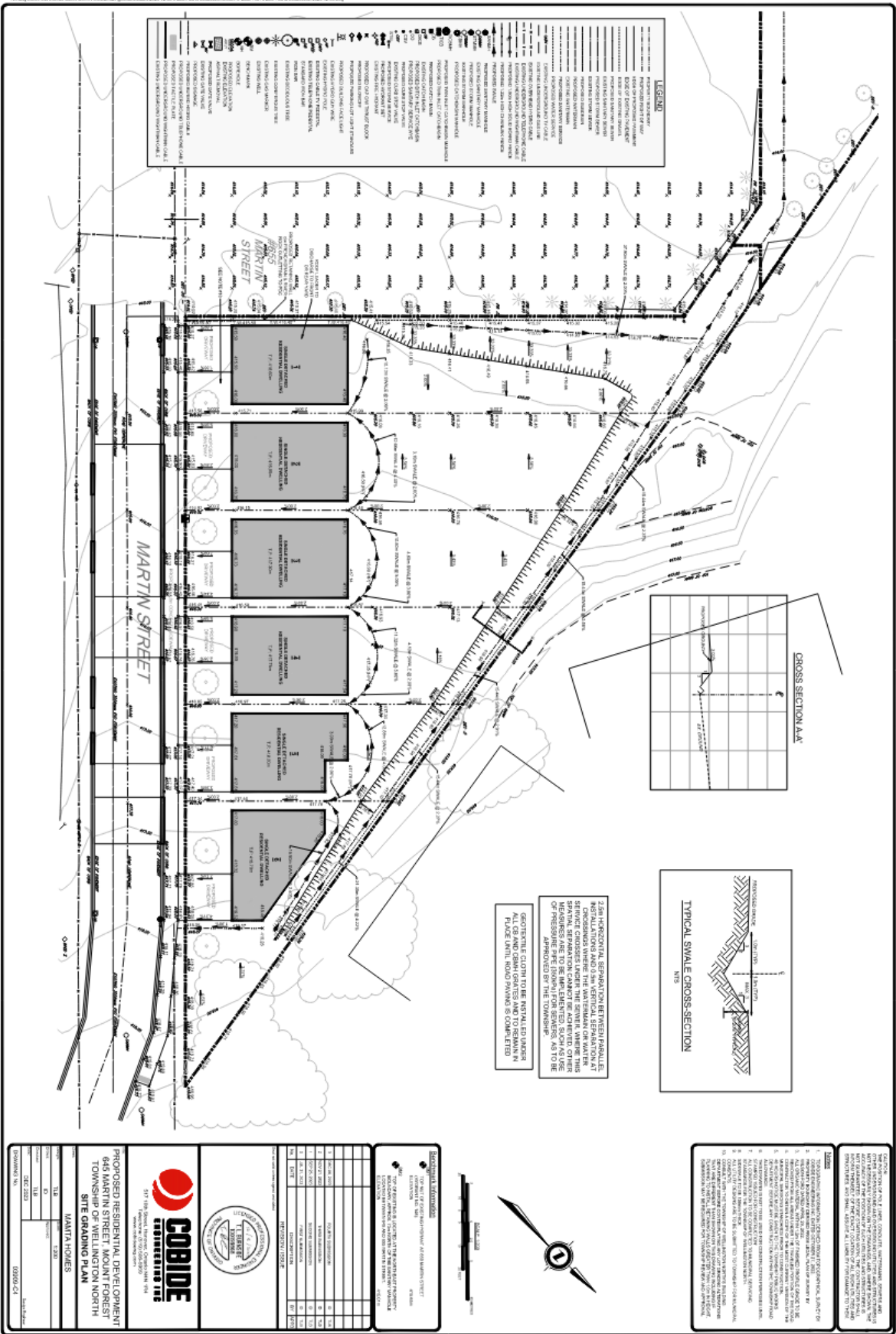


COBIDE ENGINEERING INC.
 877 - 344 - 5777, 4000 SHEPPARD AVENUE EAST, SUITE 100, SCARBOROUGH, ONTARIO M1S 1T6
 www.cobideengineering.com


PROPOSED RESIDENTIAL DEVELOPMENT
 645 MARTIN STREET, MOUNT FOREST
 TOWNSHIP OF WELLINGTON NORTH
 TITLE SHEET

OWNER: MAMTA HOMES

DATE: 08/12/23
 DRAWN BY: TR
 CHECKED BY: TR
 PROJECT NO.: 03909-01



**Schedule “E”
ESTIMATED COST OF THE WORKS**

Project No. 03909					May 29, 2024
		Table 1 Martin Street Lot Servicing Construction Cost Estimate Township of Wellington North			
Item	Tender Cost Summary				Total
1.0	General Construction Items				\$11,200.00
2.0	Sanitary Sewer and Appurtenances				\$17,000.00
3.0	Watermain and Appurtenances				\$23,000.00
4.0	Storm Sewers				\$7,000.00
5.0	Road Works				\$102,560.00
6.0	Contingency Allowance (10%)				\$16,076.00
7.0	Engineering (15%)				\$26,525.40
8.0	HST (13%)				\$26,436.98
Total Preliminary Cost					\$229,798.38
1.0	General Construction Items	Quantity	Unit	Unit Price	Total
1.01	Cap Existing Services	2	Each	\$450.00	\$900.00
1.02	Full Depth Asphalt Removal	400	m ²	\$4.00	\$1,600.00
1.03	Partial Depth Asphalt Removal	180	m ²	\$40.00	\$7,200.00
1.04	Remove Existing Concrete Curb	60	m	\$25.00	\$1,500.00
Total Section 1.0					\$11,200.00
2.0	Sanitary Sewer and Appurtenances	Quantity	Unit	Unit Price	Total
2.01	125mm Sanitary Sewer Service	4	Each	\$3,000.00	\$12,000.00
2.02	CCTV Inspection (Substantial Completion)	100%	LS	\$2,500.00	\$2,500.00
2.03	CCTV Inspection (Prior to End of Maintenance Period)	100%	LS	\$2,500.00	\$2,500.00
Total Section 2.0					\$17,000.00
3.0	Watermain and Appurtenances	Quantity	Unit	Unit Price	Total
3.01	19mm dia. Water Service	4	Each	\$1,750.00	\$7,000.00
Total Section 3.0					\$7,000.00
4.0	Storm Sewers	Quantity	Unit	Unit Price	Total
4.01	Supply and Install 150mm dia. Storm Sewer Lateral	6	Each	\$2,000.00	\$12,000.00
4.02	150 mm dia. Perforated Subdrain (Provisional)	60	m	\$100.00	\$6,000.00
4.03	CCTV Inspection (Substantial Completion)	100%	LS	\$2,500.00	\$2,500.00
4.04	CCTV Inspection (Prior to End of Maintenance Period)	100%	LS	\$2,500.00	\$2,500.00
Total Section 4.0					\$23,000.00
5.0	Road Works	Quantity	Unit	Unit Price	Total
5.01	Subgrade and Boulevard Preparation	100%	LS	\$4,950.00	\$4,950.00
5.02	Granular 'B'	600	Tonne	\$18.00	\$10,800.00
5.03	Granular 'A'	225	Tonne	\$20.00	\$4,500.00
5.04	HL-4 Hot Mix (Base Course)	65	Tonne	\$260.00	\$16,900.00
5.05	HL-3 Hot Mix (Surface Course)	70	Tonne	\$275.00	\$19,250.00
5.06	Supply and Install Concrete Barrier Curb and Gutter (OPSD. 600.040)	60	m	\$78.00	\$4,560.00
5.07	Supply and Install 1.8m Concrete Sidewalk	180	m ²	\$110.00	\$19,800.00
5.08	Supply & Install Tactile Plates	3	Each	\$350.00	\$1,050.00
5.09	Supply & Install Traffic Signs	2	Each	\$500.00	\$1,000.00
5.10	Topsoil & Sod	650	m ²	\$25.00	\$16,250.00
5.11	Supply and Install Road Crossing Ducts (8 Ducts)	100%	LS	\$3,500.00	\$3,500.00
Total Section 5.0					\$102,560.00
Notes: 1. The estimate of construction costs is provided for budgetary purposes only. This is not to be interpreted as a guarantee by Cobide Engineering Inc. of the actual construction costs.					

Schedule "F"
**LETTER OF ACCEPTANCE REGARDING STORMWATER DRAINAGE
FROM THESE MARTIN STREET SEVERANCES INTO THE ADJACEMTN
PROPOSED MAMTA SUBDIVISION THAT FRONTS ON CORK STREET**

September 25, 2023

BY EMAIL ONLY

Ms. Tammy Stevenson
Township of Wellington North
7490 Sideroad 7W, PO Box 125
Kenilworth, ON N0G 2E0

Tel: 519-848-3620
Email: tstevenson@wellington-north.com

**Subject: Stormwater Drainage
Mamta Homes Single-Family Dwellings
Township of Wellington North
O/Ref.: 03909**

Ms. Stevenson:

I, Harjinder Kang, of Mamta Developments Inc. the owner of Roll Number 2349000006065200000, which is currently in the subdivision approval process, have reviewed the Site Grading Plan prepared by Cobide Engineering Dated September 25, 2023 for 645 Martin Street (Roll Number 2349000006065000000) and agree to accept the surface runoff from these severance lots as shown on the grading plan. This extraneous runoff will be conveyed and managed as part of the Stormwater Management Design for the subdivision.

Yours truly,



Harjinder Kang

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

BY-LAW NUMBER 056-2024

BEING A BY-LAW TO AMEND BY-LAW 135-2022 BEING A BY-LAW TO APPOINT MEMBERS TO THE MOUNT FOREST BUSINESS IMPROVEMENT AREA BOARD OF DIRECTORS

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

1. **THAT** By-law 135-2022 be amended by removing Kayla Morton from the Mount Forest Business Improvement Area Board of Directors from the 2022-2026 term.
2. **AND THAT** Kyle Dallaire be appointed to the Mount Forest Business Improvement Area Board of Directors for the remaining 2022 – 2026 term.
3. **THAT** the Mayor and the Clerk are hereby authorized and directed to sign the appointment by-law.
4. **THAT** this By-law shall come into effect on passage.

READ AND PASSED THIS 24TH DAY OF JUNE 2024.

ANDREW LENNOX, MAYOR

CATHERINE CONRAD, DEPUTY CLERK

CULTURAL MOMENT FOR JUNE 24, 2024

CELEBRATING THE HISTORY OF INDIGENOUS PEOPLES IN WELLINGTON NORTH

The area now known as the Township of Wellington North was first settled and surveyed in the early 1800s, but its history of human habitation stretches back hundreds of years earlier.

The area now known as the Township of Wellington North has a rich pre-settler history rooted in the activities of Indigenous peoples. Before European settlement, the land was primarily inhabited by the Neutral, Anishinaabe, and Haudenosaunee peoples. These groups had complex societies with distinct cultures, languages, and traditions.

The Neutral people, known for their role in trade and diplomacy, occupied much of what is now Southern Ontario, including parts of Wellington North. They were named "Neutral" by French explorers due to their neutrality in conflicts between the Iroquois Confederacy and the Huron-Wendat Nation. The Anishinaabe, including the Ojibwe, Mississauga, and Odawa nations, also utilized the area for its rich resources and as part of their extensive trade networks.

During this period, the land that would become Wellington North was characterized by dense forests, fertile soil, and numerous waterways, making it an ideal location for hunting, fishing, and agriculture. These Indigenous groups established seasonal camps and villages, practiced sustainable agriculture, and managed the land through controlled burns to clear areas for cultivation and to attract game.

In the early 17th century, European explorers and fur traders began to arrive in the region, initiating changes that would eventually lead to significant disruption of Indigenous ways of life. Despite this, the Indigenous presence remained influential in shaping the early interactions and development of the area. There are well-known reports of the contributions of Ojibway Chief James Nawash to the early surveyors of Wellington and Grey counties, notably Charles Rankin. Rankin, who surveyed the Garafraxa Road in 1837, noted that Chief Nawash provided the most accurate information about the country and its rivers and streams. One significant piece of information shared by Chief Nawash was that the river Rankin reached outside of what is now Mount Forest was a branch of the "Saugin," now referred to as the Saugeen River.

By the late 18th and early 19th centuries, treaties and land agreements began to cede large portions of Southern Ontario to the British Crown, paving the way for European settlers and the establishment of townships such as Wellington North. The township 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). These treaties, however, often resulted in displacement and significant changes for the Indigenous populations, whose ancestral lands were transformed by new settlements and agricultural practices.

As part of the township's ongoing reconciliation efforts with Indigenous Peoples, Council approved a Land Acknowledgement in June 2023. This acknowledgment recognizes that the lands we now call home have been home to Indigenous Peoples since time immemorial. It also acknowledges the impact that non-Indigenous settlers have had on this land and expresses gratitude to Indigenous Peoples for allowing us to share and respect Mother Earth with them, as well as building constructive and cooperative relationships moving forward.

Submitted by the Wellington North Cultural Roundtable

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

BY-LAW NUMBER 057-2024

**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
24, 2024**

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 24, 2024 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 AND PASSED THIS 24TH DAY OF JUNE, 2024.

ANDREW LENNOX, MAYOR

CATHERINE CONRAD, DEPUTY CLERK